



Black Fork Forest Preserve 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/reference-maps/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 co-benefits 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:

1. 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
2. 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”
3. 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
4. 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 A 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
6. Quantify Co-Benefits (Section 11.6)
The Project Operator will calculate co-benefits separately from CO₂(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.

Attestations of No Net Harm and No Double Counting (Section 5)

The Project Operator will sign attestations 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 12 and 13)

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 acres 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:

- 50 acres or less: all credits are issued after validation and verification
- Greater than 50 but less than 200 acres: credits are issued in the equivalent of 50 acres per year
- 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: Black Fork Forest

Project Number: 027

Project Type: Preservation Project (under the Tree Preservation Protocol – version 11.40, dated February 7, 2022)

Project Start Date: July 29, 2021

Project Location: Mifflin Township, Richland County, Ohio

Project Operator Name: Western Reserve Land Conservancy

Project Operator Contact Information: Alex Czayka, Chief Conservation Officer

Email: aczayka@wrlandconservancy.org

Phone: 440-528-4180

Project Description:

Describe overall project goals as summarized in application (2 paragraphs)

The Black Fork Forest Preservation Project (the “Project”) consists of a 94.16-acre Project Area that is part of a 417-acre property. Western Reserve Land Conservancy has preserved 94.16 acres of mixed successional forest that are part of a larger preservation property which also includes old agricultural fields and wetlands. Preservation of the forest will benefit wildlife habitat, improve air and water quality, and provide carbon sequestration.

Located along a major interstate, the Project provides an important buffer for wetlands that drain to the region’s main water source, Charles Mill Lake. Adjacent to the heavily trafficked highway and agricultural land, protection of the Black Fork Forest will provide significant environmental and aesthetic benefits. Richland County, where the Project is located, has had a high rate of conversion of forests to agricultural use and urban expansion, so protection of remaining intact forests is critical to retain the region’s natural heritage.

The Project Area contains high-quality forests with a diverse assemblage of mature trees with an average estimated age of at least 65 years. The tree canopy height falls primarily within the 60- to 90-foot range with taller trees of 90 to 120 feet abundant in the northeastern portion of the property. Some of the tree species onsite include red oak (*Querus rubra*), white oak (*Querus alba*), black oak (*Querus velutina*), shagbark hickory (*Carya ovata*), bitternut hickory (*Carya cordiformis*), sugar maple (*Acer saccharum*), American beech (*Fagus grandifolia*), black cherry (*Prunus serotina*), and Ohio buckeye (*Aesculus glabra Willd*).

Western Reserve Land Conservancy’s overall goal is preservation of the Project Area in perpetuity through fee ownership and conservation restrictions. The property is owned by Natural Areas Land Conservancy, a supporting organization of Western Reserve Land Conservancy, with restrictions held by Western Reserve Land Conservancy. The Project Area has been enrolled into the diverse portfolio of protected lands and monitored 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 terms will ensure continued provision of conservation benefits for generations to come.

Western Reserve Land Conservancy completed its first verified carbon project, Bainbridge Forest, on June 21, 2021 and was working on an additional project, Sandy Cross Forest, to be verified on December 24, 2021. WRLC and CFC were in discussions about carbon credits specifically on this project well before the conservation easement closed.

Carbon credits will provide a critical revenue source for the long-term preservation of Black Fork Forest. A board report from 2019 identifies a \$325,000 funding gap to secure the preservation of Black Fork Forest. Based on previous work, WRLC believed that the revenue generated from the sale of Black Fork Forest's credits would go towards filling this funding gap or generating funds for ongoing stewardship and maintenance of the property. Based on the initial budget for stewardship and maintenance of the Black Fork property, WRLC would need to fundraise \$38,361 annually in perpetuity. WRLC institutionalizes stewardship and maintenance dollars for each property by developing an endowment. The calculated endowment for the Black Fork property is \$767,220 and carbon revenue is necessary to fill this gap. Carbon revenue is essential for this property as stewardship and maintenance dollars are some of the hardest to develop from donations.

Filename:

Attachment A2 – Black Forest Timeline of important events

Attachment B2 – Transaction Narrative _Board Report

Attachment C2 - Stewardship cost estimate

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.

The project is located in Mifflin Township which is part of the Mansfield Metropolitan Statistical Area in Richland County, Ohio.

Address: Property Centroid: 40.797207, -82.409665

Black Fork Forest meets the urban location criteria (Protocol Section 1.3D) because the Project Area is located within the boundary of a metropolitan planning agency or entity, Richland County Regional Planning Commission (RCRPC). RCRPC was formed under Section 713.21 of the Revised Code of the State of Ohio and encompasses Richland County, the Cities of Mansfield, Ontario and Shelby, townships and cooperating municipalities.

Filename:

Attachment A – Location Eligibility Map

Attachment B – RCRPC Bylaws

Project Area Parcels

During the purchase of the property, portions of the parent parcels 021-17-030-13-000 and 021-17-030-14-000 were acquired and received new parcel numbers as a result of the change in ownership.

List of parcel(s) in the Project Area.

Jurisdiction / Location	Parcel Number	Parcel Acreage	Description / Notes
RCRPC/Mifflin Township, Richland County, OH	021-17-030-17-000	168.9	49.07 acres of the parcel is included in the Project Area
RCRPC/Mifflin Township, Richland County, OH	021-17-030-13-001 (parent parcel 021-17-030-13-000)	78.7	1.48 acres of the parcel is included in the Project Area
RCRPC/Mifflin Township, Richland County, OH	021-17-019-13-001	47.4	28.31 acres of the parcel is included in the Project Area
RCRPC/Mifflin Township, Richland County, OH	021-17-030-14-003 (parent parcel 021-17-030-14-000)	90.26	15.3 acres of the parcel is included in the Project Area
		Total	94.16 acres in the Project Area

Filename:

Attachment C – Parcel Number Change

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

Filename:

Attachment D - Black Fork Geospatial Location Map

Attachment E - Black Fork Shapefiles

Regional-scale map of Project Area

Filename:

Attachment F - Black Fork Regional-Scale Map

Detailed map of Project Area

Filename:

Attachment G - Black Fork 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:

Natural Areas Land Conservancy

Natural Areas Land Conservancy is the landowner and Western Reserve Land Conservancy is the Project Operator. Natural Areas Land Conservancy has entered into a transfer agreement (see Attachment H) on December 6, 2022 allowing for Western Reserve Land Conservancy to register the project with City Forest Credits to develop and sell carbon credits.

Black Fork Forest was purchased by Natural Areas Land Conservancy in June 2020. The Natural Areas Land Conservancy is a supporting non-profit wholly managed by Western Reserve Land Conservancy. Natural Areas Land Conservancy has restricted the property with an environmental covenant in July 2021, which prohibits development on the site and protects the trees from removal.

Filename:

Attachment H - Black Fork Deed NALC

Attachment I - Agreement to Transfer 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 July 29, 2021 and recorded April 7, 2022

Preservation Commitment explanation: Natural Areas Land Conservancy purchased the 417-acre Black Fork Forest Preserve property in June 2020. After the property was secured, Natural Areas Land Conservancy entered into an environmental covenant with Western Reserve Land Conservancy (WRLC), The Conservation Fund (TCF), and the State of Ohio Environmental Protection Agency (Ohio EPA) to protect the site in perpetuity including to protect the trees from removal. The environmental covenant that protects the trees was signed July 29, 2021 and recorded on April 7, 2022.

Specific language in the environmental covenant 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."

Filename:

Attachment J - Black Fork Environmental Covenant

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 pre-existing 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):

Mifflin Township, Richland County, Ohio Zoning: R-1: Residential; B-2 Business

Parcel Number	Zoning
021-17-030-13-001	R-1 Residential
021-17-030-17-000	R-1 Residential
021-17-019-13-001	R-1 Residential
021-17-030-14-003	B-2 Business

The Project Area spans four parcels located within two zoning districts as designated by Mifflin Township in Richland County, Ohio which both allow for development and tree removal.

The 78.86 acres of the Project zoned as R-1 Residential allows for one- and two-family dwellings at a minimum of 4.6 units per 1 acre and allows for tree removal. The 15.3 acres zoned B-2 General Business allows for retail establishments and allows for tree removal.

Filename:

Attachment K - Black Fork Zoning Map and Details

Overlay zones or other restrictions:

The Project Area contains 12.63 acres of National Wetland Inventory identified forested wetlands. Ohio Administrative Code Rule 3745-1-54 Wetland Antidegradation defines the compensatory mitigation requirements necessary for development impact of wetland areas, which is permitted under the rule and managed by the 401 and 404 permitting process involving the Ohio EPA and US Army Corps of Engineers. However, to be conservative, the wetland area was excluded from the fraction at risk of tree removal and impervious surface portions of the carbon quantification. No other overlay zones or restriction are present.

Filename:

Attachment K - Black Fork Zoning Map and Details

Attachment W – Black Fork National Wetland Inventory Map

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 condition 4.4.A in the Protocol for Threat of Loss. Documentation provided shows the Project Area is surrounded on over 60% of the perimeter by non-forest, developed, or improved uses. The property is adjacent to an interstate and is bordered by residential lots and

agricultural fields.

Filename:

Attachment L - Black Fork Perimeter Development Map

In many parts of the country the main conversion risk forest land in the rural gradient around cities is conversion to a developed use. But conversion of forest land to agricultural use is also a significant conversion risk. In fact, a common historical progression in American land use in the rural gradient has been conversion of forest land to agricultural land, and then conversion of that agricultural land to developed uses as cities grow and land values go up.

Climate change and global warming have added additional conversion pressure to agricultural lands in certain regions. Agricultural land is valued based on its yield. Yield is a factor of soil, climate zone, precipitation, and to a lesser degree, access to markets. Land values in the Midwest and upper Midwest, which is experiencing longer growing seasons and higher yields, is going up.

We at WRLC are seeing increasing conversions of forest land to agricultural land in Ohio and in northeast Ohio. Attached as Ex. D2 Black Fork Comp Data is data on agricultural land sales near the Project Area. As you can see, those values are far higher than the \$8,000 value set by CFC in Section 4.4.B of the Preservation Protocol. When land values are this high, the property is no longer economically viable for timber production. This explains why some cities and the rural gradient around them in Ohio are not experiencing population growth, but they are experiencing conversion of forest land to agricultural use.

The current abundance of private capital in the U.S., with private equity firms and family offices looking for investing opportunities, has driven more deep-pocketed investors to buy land that is or could be put into ag production. See, for example, this article on Bill Gates' ownership of almost 250,000 acres of farmland, including almost 9,000 in Ohio. Buying forested land in the rural gradient gives an investor one-time timber harvest profits, then agricultural use profits, and then the added bonus of a future sale for a much higher price for conversion of the ag land to developed uses.

In short, the risk to the Project Area, and throughout much of the rural gradient in Ohio, is conversion out of forest and into agricultural use, not just conversion to a developed use.

Filename:

Attachment D2 Black Fork Comp Data

ATTESTATION (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.

Western Reserve Land Conservancy has signed the Attestation of No Double Counting and No Net Harm.

Filename(s):

Attachment M - Black Fork 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.

City Forest Credits completed an [activity penetration analysis](#) to demonstrate that urban and peri-urban forest conservation project activities are not common practice.

The Registry has conducted a national penetration analysis to assess common practice. The Registry also conducted three local penetration analyses to assess common practice local to this Project Area. Here is the summary, showing that forest conservation is not a common practice in the area surrounding the Project Area.

The three analyses all show penetration far below 5%:

- Mansfield Urban Area: 0.0%
- Mansfield Urban Area + rural gradient (1-mile buffer) - 0.23%. This is almost 22 times lower than the 5% threshold
- Richland County Penetration Analysis: 0.46%. This is almost 11 times lower than the 5% threshold

In all three analyses, forest conservation penetration rate is below the 5% threshold. Forest conservation is not a common practice in any of these three local areas. For a full description of the three local penetration analyses, see Attachment D Black Fork Penetration Analysis.

Additionality is also reflected in the project financing. The revenue from the sale of carbon credits will play a material role in the successful and durable preservation of the Project Area's carbon stock by providing funding for stewardship and maintenance that ensure the forest's long-term health and resilience. Maintaining the property also positively impacts the groups who use the property, which include various hunting groups.

Western Reserve Land Conservancy had begun conversations with City Forest Credits about the use of carbon credit revenue and its ability to provide an additional source of funding through other projects with them prior to Black Fork Forest. The funding from the sale of carbon credits plays a role in the ability to commit to conservation of a property in perpetuity, allowing the Land Conservancy to move forward with Black Fork Forest's conservation with more confidence.

Western Reserve Land Conservancy has signed the Attestation of Additionality.

Filename(s):

Attachment N - Black Fork 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 14,408 tons CO₂e issued to the Project.

Summary numbers from Carbon Quantification Spreadsheet

Project Area (acres)	94.16
Does carbon quantification use stratification (yes or no)	No
Percent tree canopy cover within Project Area	97%
Project stock (tCO ₂ e)	16,721
Accounting Stock (tCO ₂ e)	13,377
On-site avoided biomass emissions (tCO ₂ e)	10,436
On-site avoided soil carbon emissions (tCO ₂ e)	4,045
Deduction for displaced biomass emissions (tCO ₂ e)	1,910
Deduction for displaced soil emissions (tCO ₂ e)	1,226
Credits from avoided biomass emissions (tCO ₂ e)	8,526
Credits from avoided soil emissions (tCO ₂ e)	2,820
Total credits from avoided biomass and soil emissions (tCO ₂ e)	11,346

Credits attributed to the project (tCO ₂ e), excluding future growth	11,346
Contribution to Registry Reversal Pool Account	1,135
Total credits to be issued to the Project Operator (tCO₂e) (excluding future growth)	10,211

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.

The Project Operator is not claiming any avoided emissions from development on the site that would occur or human activities on the site that would occur if development took place. Project Operators are claiming emissions avoided only from trees and soil that would have been removed or disturbed under existing development regulations.

The 11.1.A methodology for carbon quantification was followed and the afforestation tables A14 Oak-Hickory, A1 white-red-jack pine, and A2 Maple-beech-birch from the US Forest Service General Technical Report NE- 202 document were utilized, as divided by stand age and primary composition.

Filename:

Attachment F2 Black Fork Carbon Quantification_updated

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.

The Accounting Stock was estimated according to 11.1.A, using USFS GTR NE-202 for the Central regional (with substitutes from the Northeast region when no appropriate GTR table exists), maple- beech-birch stands (A2), oak-hickory stands (A14), and white-red-jack pine (A1). Assessment of forest composition was completed by Western Reserve Land Conservancy staff to confirm forest types. Canopy cover was confirmed using the i-Tree Canopy tool. Because this estimate is from the GTR table, the standard 20% deduction was made to calculate the Accounting Stock from the GTR non-soil carbon estimates.

Stratification

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

Not applicable

Stand Maps

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

Stand boundaries drawn in ArcGIS based on approximate height and forest composition as identified by imagery and verified by site visits. The Project Area is comprised of three stands of similar age and distribution but varying dominant tree species. The largest stand is oak-hickory tree stock of approximately 79.1 acres with two smaller stands of oak-pine, approximately 4.97 acres, and maple-beech-birch, approximately 10.09 acres.

Filename:

Attachment P – Black Fork Forest Stands Map

Forest Age

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

Historical aerial imagery was used to document the presence and persistence of tree cover on the Project Area, beginning in 1959. Thus, the forest stands are 65 years or older. Images from the following years were reviewed, using local roads to identify the project area:

- 1959
- 1972
- 1981
- 1994
- 2004
- 2010
- 2015
- 2019

Filename:

Attachment Q – Black Fork Forest Age Imagery

Forest Composition

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

The Black Fork Forest Project Area is primarily mid-successional growth forest dating back to at least the 1950's. It consists of three stands: oak-hickory, oak-pine, and maple-beech-birch. The largest stand is oak-hickory with a canopy dominated by white oak, red oak, and shagbark hickory. The oak-pine stand is dominated by red pine with red oak and white oak. The maple-beech-birch stand is dominated by beech, sugar maple, and red maple. The forest composition was assessed and confirmed during multiple site visits by Land Conservancy staff and partners as part of the initial site review and subsequent visits to monitor the property. More information is available in the Forest Composition Report which includes information from ten site visits to the property September 2019 to November 2022.

Filename:

Attachment R – Black Fork Forest Composition Report

Canopy Cover

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

The Project Area was entered into i-Tree Canopy to estimate forest cover, and 200 randomized data points were overlaid on satellite imagery to determine percent of canopy cover. It was determined the Project Area has 97% tree canopy cover.

Filename:

Attachment S – i-Tree Canopy Cover Report

Attachment T – 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 Project Area is zoned for residential (R-1), which allows residential use, and business (B-2), which allows for retail establishment. 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.

Of the Project Area, 78.86 acres are zoned R-1 and 15.3 acres are zoned B-2.

- R1 zoning – the method outlined in Protocol Section 11.2.B.ii was used to calculate the percent avoided biomass emissions for the 78.86 acres zoned residential. Given the zoning requirements stipulated for R-1, residential lots must be a minimum of 0.2 acres. Depending on configuration and excluding the acres of wetlands, the Project Area could accommodate roughly 309 residential lots with the addition of public roads and necessary infrastructure, further risking biomass removal and increasing the percentage of impervious surface. The calculated percent of avoided biomass emissions associated with the residential zoning was 913%. Per 11.2.B, the smaller of 90% or the calculated fraction potentially cleared should be used. Since 90% is smaller than 913%, 90% was used. The calculation for fraction at risk of tree removal for the residential stands excluding the wetland acres is:

Zoning - Stand	Total Acres	Acres Wetland	Fraction at Risk of Development
R1 – Stand 1	73.89	12	75.38%
R1 – Stand 2	4.97	0	90%

- B-2 zoning –For the Project Area zoned B-2 business, Section 11.2.A in the Preservation Protocol allows for 90% of the Accounting Stock on commercial and other primarily non-residential zones to be counted as “Avoided Biomass Emissions”. Of the 13.3 acres zoned B-2, 0.63 acres (6%) consist of forested wetlands that were excluded from the fraction at risk of tree removal. The calculation of the percentage at risk is:

Zoning - Stand	Total Acres	Acres Wetland	Fraction at Risk of Development
B2 – Stand 1	5.210	0	90%
B2 – Stand 3	10.090	0.63	84.38%

Filename:

Attachment K – Black Fork Zoning Map and Details

Attachment O – Black Fork Carbon Quantification

Attachment W – Black Fork National Wetland Inventory Map

Quantification of Soil Carbon – Existing Impervious Area and Impervious Limits (11.4)

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.

The Project Area is zoned for residential (R-1), which allows residential use, and business (B-2), which allows for retail establishment. Of the Project Area, 78.86 acres are zoned R-1 and 15.3 acres are zoned B-2. Zoning regulations do not limit impervious surfaces. Per 11.4.A., 90% of the Project Area is allowable in a commercial zone as eligible for conversion, and per 11.4.B., 50% of the Project Area is allowable in a residential zone as eligible for conversion. Taking into consideration the wetlands areas within each zone and stand, the avoided impervious surface calculations are as follows:

Zoning - Stand	Total Acres	Acres Wetland	Fraction at Risk of Impervious Surface
R1 – Stand 1	73.89	12	41.88%
R1 – Stand 2	4.97	0	50%
B2 – Stand 1	5.210	0	90%
B2 – Stand 3	10.090	0.63	84.38%

Filename:

Attachment O – Black Fork Carbon Quantification
Attachment K – Black Fork Zoning Map and Details

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 an environmental covenant. The land adjacent to the Project Area, which is part of a larger restoration project being managed by Natural Areas Land Conservancy, will be converted from active agricultural fields to native meadow and forest habitat with restored wetland areas. These activities will provide benefit to the Project Area. Annual stewardship visits will monitor forest health per the preservation commitment.

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 (m ³ /yr)	48,521.6	\$102,555.56
Air Quality (t/yr)	3.4313	\$8,495.29
Cooling – Electricity (kWh/yr)	143,714	\$20,134.34
Heating – Natural Gas (kBtu/yr)	5,895,100	\$82,450.58
Grand Total (\$/yr)		\$213,635.77

Co-benefits were quantified using CFC's co-benefits calculator. These ecosystem services represent values in avoided costs of \$8,545,430.94 over 40 years.

Filename:

Attachment U – Black Fork 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 Project Area is located along a major interstate, and the trees protected for the Black Fork Forest Preservation project will continue to screen pollutants from this highly-trafficked road. Protecting the forest that buffers this road from surrounding residents will also provide the benefit of noise reduction.

SD13: Climate Action

In addition to reducing pollutants and improving soil health, the protected forest stands provide critical wildlife habitat. The site serves as habitat for state-listed bird and bat species that rely on forests for breeding, foraging, and nesting. Species identified onsite include the Ohio Species of Interest red-headed woodpecker.

SD15: Life on Land

The Project Area is located adjacent to agricultural fields that will be restored. Protection of the forest stands interspersed with fields that will be planted with native plants and trees will benefit these restoration efforts by providing buffer for the recovering fields. The preserved forest will reduce stormwater runoff and reduce threat of soil erosion on the recovering fields.

Filename:

Attachment V – Black Fork 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, the Project Area have been encumbered with an Environmental Covenant, held by Western Reserve Land Conservancy. The Environmental Covenant 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. Additionally, Western Reserve Land Conservancy will reserve the right to quantify the future growth of the Project Trees.

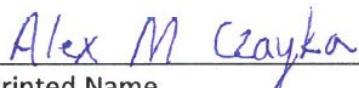
Western Reserve Land Conservancy is an accredited land trust and has a professional team dedicated to the stewardship of its easements. Staff members will visit the Black Fork Forest annually, walking the Project Area and property in their entirety to ensure that the tenets of the Environmental Covenant are being upheld and to resolve any issues with encroachment or non-permitted activities on-site. Western Reserve Land Conservancy will submit triennial monitoring reports for the Project duration as specified in the Preservation Protocol. 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

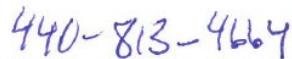
Signed on February 3, 2023, by Alex Czayka, Chief Conservation Officer for Western Reserve Land Conservancy.



Signature



Printed Name



Phone



Email

*with clarifying amendments on January 8, 2026

ATTACHMENTS

List the number and name of attachments

Attachment A – Location Eligibility Map
Attachment B – RCRPC Bylaws
Attachment C – Parcel Number Change
Attachment D – Black Fork Geospatial Location Map
Attachment E – Black Fork Shapefiles
Attachment F – Black Fork Regional-Scale Map
Attachment G – Black Fork Project Area Map
Attachment H – Black Fork NALC Deed
Attachment I – Agreement to Transfer Credits
Attachment J – Black Fork Environmental Covenant
Attachment K – Black Fork Zoning Map and Details
Attachment L – Black Fork Perimeter Development
Attachment M – Black Fork Attestation of No Double Counting and No Net Harm
Attachment N – Black Fork Attestation of Additioinality
Attachment O – Black Fork Carbon Quantification
Attachment P – Black Fork Forest Stands Map
Attachment Q – Black Fork Forest Age Imagery
Attachment R – Black Fork Forest Composition Report
Attachment S – iTree Canopy Cover Report
Attachment T – iTree Canopy Cover Data Points
Attachment U – Black Fork Co-Benefit Quantification
Attachment V – Black Fork Social Impacts
Attachment W – Black Fork National Wetland Inventory Map

Timeline of Important Events in Relation to Black Fork Forest Registration

Bainbridge Forest Registration & Sale

- WRLC's first registered carbon credit preservation project was Bainbridge Forest.
- **April 30th, 2021:** project start date
- **June 2nd, 2021:** Received project verification.
- **January 31st, 2022:** A first-of-its kind sale by Regen Inc happened on January 31st, 2022, where they bought over 30,000 credits across 13 different projects, including all of the credits associated with the Bainbridge Forest carbon credit preservation project.
 - This sale gave the Land Conservancy the confidence that a carbon credit revenue stream could be pivotal to our stewardship and preservation of properties moving forward.
 - The Sandy Cross Forest project followed shortly after Bainbridge Forest's registration.

Sandy Cross Forest Registration & Sales

- Sandy Cross Forest was registered as WRLC's second carbon credit preservation project.
- **October 14th, 2021:** project start date
- **December 24th, 2021:** Received project verification.
- **January 31st, 2022:** 6,497 credits were also sold from Sandy Cross Forest as part of the national sale with Regen Inc.
- **November 2nd, 2022:** Nordson Incorporation had expressed interest previously in buying carbon credits from the Land Conservancy. A sale of 307 credits took place in November 2022 as part of their efforts to offset the carbon emissions footprint of their headquarters in Westlake, Ohio.

After these two projects were registered, the Land Conservancy continued registering projects and making sales, eager to preserve more forested properties with the confidence that carbon credit revenue would be available to support our conservation efforts.

ROGERS PROPERTY IN MIFFLIN TOWNSHIP, RICHLAND COUNTY – 488 ACRES

Transaction Narrative Report

11/12/2019

HISTORY

This is a new project that has not been previously presented to the Board.

PROJECT SUMMARY

The 488-acre Rogers property (the “Property”) is located in Mifflin Township, on the east side of Bowen Road, northwest of Interstate 71. The Property is currently owned by [REDACTED] (the “Seller”). [REDACTED] [REDACTED] owns and farms over 3,000 acres in Richland County, as well as several thousand acres in Kentucky. A 217-acre portion of the Property has been a working farm since 1959 and contains agricultural fields, fence rows, maintained ditches, and grass waterways. Despite portions of the Property being systematically drained for agriculture, approximately 115-acres of wetlands remain in the northern and eastern portions of the Property. These wetlands are part of a larger wetland complex which includes 4,120-acres of protected lands that are directly adjacent to the Property, including lands owned by Ashland University (Black Fork Wetlands Preserve); Ashland County Park District (Gillion-Cherp Nature Park and Black Fork Bottoms Hunting Area); and Muskingum Watershed Conservancy District (Charles Mill Reservoir).

Approximately 3,350 linear feet of Class 3 streams flow through the southern portion of the Property from west to east. Additional agricultural ditches on the Property total over 7,000 linear feet. Approximately 204 acres of the northern portion of the Property are within the FEMA 100-year floodplain.

Two state-listed species have been identified on the Property, including the threatened Sandhill Crane and species of concern Redheaded Woodpecker. Additionally, two rare plant species have been identified that do not have previous records in Richland County per the United States Department of Agriculture Plants national database: Muskingum Sedge and Northern Water-Plantain, both wetland species. Moreover, the larger wetland complex adjacent to the Property has been documented to contain 30 state-listed species.

The project presents an opportunity to (a) preserve and restore significant wetland acres; (b) conserve lands within a growing corridor of protected lands; and (c) improve water quality within the Black Fork Mohican River watershed.

The Land Conservancy intends to own and manage the Property long-term. The long term ownership and maintenance plan has been vetted and approved by the Land Conservancy’s Fee Ownership Committee (FOC). While there are a number of partners that could potentially own the Property (e.g. Muskingum Watershed Conservancy District, Ashland County Park District, Ashland University, and Richland County Park District), discussions to date have not yielded a partner that is both willing and able to commit to long-term ownership of the Property. Richland County Park District (RCPD), although quite interested in the Property, is currently working to acquire the 183-acre Camp Mowana property to the west of the Rogers Property, and while RCPD is the most likely future owner, it is a fledgling park district and will be placing a levy on the ballot within the next several years. Muskingum Watershed Conservancy District (MWCD) is the second most likely long-term owner given lands they own that are adjacent to the Property, however, MWCD is currently involved in other higher priority acquisitions.

The Property will be managed as a passive preserve with public access by-invitation only (i.e. small gatherings and Land Conservancy events). Full public access during the Land Conservancy’s ownership is not contemplated, nor is it necessary. As owner of the Property, the Land Conservancy will be responsible for managing and completing a [REDACTED] wetland restoration project on the Property, which will include crushing field drain-tile in order to return the hydrology of the agricultural fields into functioning wetland areas. Future tree plantings will also be considered if the Land Conservancy can generate community support and obtain adequate funding.

There is a rental home on a portion of the Property (~7 acres). This home was not the subject of the funding raised for this transaction and thus, the Land Conservancy will be in a position to sell, or continue to lease the home after the closing of the transaction. The home is currently occupied by a tenant in good standing. The initial intent will be to market the home for sale, however, there is the possibility that the home would not sell promptly, and cause the Land Conservancy to retain the tenant under a month-to-month lease. There are two benefits to leasing the home: a) according to estimates generated using the Land Conservancy's stewardship cost calculator, the rental of the home would more than offset any annual operating costs of the Property (██████████); and b) the rental of the home would facilitate use of the buildings by the farmer who would farm the agricultural fields on the Property to control invasive species while restoration planning is underway. The FOC recommends evaluation of this arrangement regularly. Upon the future sale of the home, the FOC recommends allocating proceeds from such sale to cover the long-term stewardship and management costs associated with the Property.

Conservation restrictions will be placed on the Property in accordance with funding source requirements, and Land Conservancy policy. The Land Conservancy will document the status of the Property and habitat on site, and monitor the site annually to ensure the conservation restrictions are upheld.

This project was the result of a search for properties in those areas where Clean Ohio Conservation Fund (Clean Ohio) money was available and underutilized. As a result of staff research and its review of aerial maps identifying large wetland complexes, calls were made to the Seller of the Property and staff was able to form a good working relationship with the Seller.

PROPOSED DEAL STRUCTURE

The Land Conservancy, through a wholly-owned subsidiary Hemlock Gorge LLC ("Hemlock"), is currently negotiating a purchase and sale agreement with the owner of the Property. Hemlock will acquire the 488-acre Property and immediately convey approximately 481 acres of it to the Land Conservancy's supporting organization, Natural Areas Land Conservancy. Approximately 7 acres, including the home and a large barn along Bowen Road will be split from the Property and remain under Hemlock's ownership. The home will continue to be rented, and Hemlock will lease the barn to the Seller for the next several years in exchange for maintenance of the buildings and grounds, including the grounds around the home. Conservation restrictions will be held by Western Reserve Land Conservancy over the 481 publicly funded acres.

BUDGET

SOURCES OF REVENUE	
OEPA WRRSP Funds	██████████
Ohio Forested Habitat Fund	██████████
Charitable Pledges to date	██████████
Additional Funding yet to be secured	325,000
Muskingum Watershed Conservancy District	██████████
Sale of home on 8 acres	██████████
ANTICIPATED PROJECT REVENUE	
PROJECT EXPENSES	
Acquisition cost	██████████
Interest for 9 months	██████████
Closing costs	██████████
Environmental Phase I	██████████

Natural Resource Surveys, Appraisals, Signs	[REDACTED]
Restoration	[REDACTED]
ESTIMATED TOTAL PROJECT EXPENSE	[REDACTED]
NET REVENUE / (EXPENSE)	[REDACTED]
Stewardship Fee	[REDACTED]
Legal Defense	[REDACTED]
FINAL NET REVENUE/(EXPENSE)	[REDACTED]

ANNUAL PROPERTY MANAGEMENT

This project was presented to the FOC, which concluded that the Land Conservancy should consider the Rogers Property for long-term ownership and management. It is anticipated at this time that the Land Conservancy's annual property management responsibilities are limited to the cost of marking the Property boundary, signage, stewardship of the conservation restrictions, property management as it relates to coordinating and managing farm leases and rental tenants, maintaining insurance, property taxes and building maintenance. [REDACTED]

FINANCING

The Land Conservancy submitted an application for acquisition funding through the Ohio Environmental Protection Agency's (OEPA) Water Resource Restoration Sponsor Program (WRRSP) in the amount of [REDACTED] in August 2018, and funding has been approved. In addition, the Land Conservancy was invited and subsequently submitted funding applications to the Ohio Forested Habitat Fund (OFHF) in the amount of [REDACTED], and that funding was approved in October 2019. This is the first time the Land Conservancy has taken advantage of OFHF funds, which would be applied toward the acquisition of the Property. Finally, restoration funding in the amount of [REDACTED] was approved through the MWCD for the wetland restoration portion of the project. Staff is working to administer the grants through the OEPA, MWCD and OFHF. An additional \$325,000 of funding will be necessary [REDACTED] for the project. Staff has identified several grant sources, including a separate MWCD and/or Clean Ohio grant, and will immediately work to secure funding for the additional \$325,000. [REDACTED]

In August of 2019, Seller was obligated to buy out a partner on this 488-acre Property as well as an additional 380+ acres owned by the partnership. In order to make the payment it was necessary for the Seller to borrow money. As such, the Seller has committed to this transaction only if it can close by December 31, 2019 so that he can pay off the loan. In order to close by December 31, 2019, it will be necessary for the Land Conservancy to seek bridge financing for the purchase price until such time as the grant funds become available. Assuming funding is available in the fall of 2020, the Land Conservancy will incur approximately [REDACTED] in interest costs associated with the bridge financing. The Seller is responsible to cover the CAUV recoupment and survey of the Property. [REDACTED]

RISKS OR CONCERNS

In order to close by December 31, 2019, it will be necessary for the Land Conservancy to seek bridge financing for the purchase price until such time as the grant funds become available. As a result, the Land Conservancy will incur interest costs associated with said financing. Due to the large size of the Property and its location in relation to Land Conservancy headquarters, a moderate stewardship burden and risk is

present, including travel, time afield, and workload for stewardship staff. In addition, staff will have to manage and oversee the restoration of approximately 60 acres of wetland habitat. Beyond the aforementioned risks, there are those standard risks or concerns associated with and inherent in negotiated real estate transactions.

RATIONALE

The Property contains significant wetland habitat and will protect lands that are part of a larger wetland complex. The Property also contains approximately 3,350 linear feet of a class 3 stream. It is adjacent to nearly 4,120 acres of protected lands, and about 204 acres of the Property fall within the 100-year floodplain. The Property is home to at least four state listed species and will restore nearly 60 acres of current agricultural fields to wetland habitat. The project also fulfills objectives of several regional planning efforts including the *Mohican River Watershed Strategic Plan; Muskingum Watershed Conservancy District; and 2035 Richland County Comprehensive Plan*.

The majority of funding has been secured through the WRRSP program and funds approved through the OFHF. [REDACTED]

RECOMMENDATION

A vote of the Transaction Review Committee is needed recommending that the Land Conservancy Board of Trustees: (a) authorize a purchase and sale agreement between [REDACTED] and Hemlock Gorge LLC, a wholly owned subsidiary of the Land Conservancy, to acquire the 488-acre Property; (b) ratify and authorize current and future grant applications in connection with this project; (c) authorize the Land Conservancy to accept conservation restrictions on 481 acres of the Property in the Mifflin Township, Richland County; (d) authorize the Land Conservancy to acquire short-term financing for funds not to exceed [REDACTED]; (e) authorize the Land Conservancy, or either Natural Areas Land Conservancy or a wholly-owned subsidiary to own and maintain the Property long-term, or until a viable public partner can be identified; (f) authorize the Land Conservancy to engage in the wetland restoration as contemplated in the MWCD grant obtained for such purpose and, if necessary, advance funds subject to complete reimbursement up to the maximum grant award amount; and (g) authorize the Land Conservancy to enter into a purchase and sale agreement for the sale of the house and associated acreage or, in the event such sale cannot occur quickly, to retain ownership and lease said house and associated acreage.

Transaction Review Committee hereby recommends approval of the following Resolutions by the Land Conservancy Board of Trustees for the Rogers Property Transaction:

RESOLVED, that the Board of Trustees (the “**Board**”) of Western Reserve Land Conservancy (WRLC) hereby authorizes Hemlock Gorge LLC, an Ohio limited liability company of which WRLC is the sole member, to enter into a purchase and sale agreement with [REDACTED] to acquire the 488-acre property in Mifflin Township, Richland County, Ohio as described in the Rogers Property Transaction Narrative Report (the “**Property**”), with the expectation that the Property will be owned and managed long-term by WRLC or its supporting organization; and

RESOLVED FURTHER, that the Board hereby ratifies and authorizes all existing and future applications, whether in WRLC’s name or that of its related entities or partners, in connection with the acquisition; and

RESOLVED FURTHER, that the Board hereby authorizes WRLC, directly or through its supporting organization, to accept and hold conservation restrictions over approximately 481 acres of the Property; and

RESOLVED FURTHER, that the Board hereby acknowledges the need for bridge financing in order to cover the time gap between the contractual Closing Date and the flow of grant funds, approximately 12 months later, and therefore authorizes staff to secure conventional or other financing generally utilized by WRLC on terms advantageous to WRLC in an amount not to exceed [REDACTED]; and

RESOLVED FURTHER, that the Board hereby authorizes WRLC, either directly or indirectly through its supporting organization or a subsidiary entity, to own and maintain the Property long-term, or until a viable public partner can be identified as a potential owner; and

RESOLVED FURTHER, that the Board hereby authorizes WRLC to enter into a purchase and sale agreement with a prospective purchaser for the sale of the 7-acre home site, including the house and any associated structures on that home site, for an amount not less than the fair market value as determined by staff; and

RESOLVED FURTHER, that the Board hereby authorizes WRLC, either directly or indirectly, to own and manage the 7-acre home site, the home itself and any associated barn structures, and to lease same to one or more tenants until such time as the sale and disposition of the 7-acre home site is possible; and

RESOLVED FURTHER, that the Board hereby authorizes WRLC to engage in the wetland restoration process as contemplated by the grant awarded for such purpose by the Muskingum Watershed Conservancy District (**MWCD**) and, if necessary, to advance the funds required to complete said restoration, subject to the complete reimbursement of any such advanced funds by MWCD; and

RESOLVED FURTHER, that it is the intention and authorization of the Board that any and all actions authorized by these Resolutions may, from time-to-time and in whole or in part, within the discretion of WRLC staff, be performed either directly by WRLC or indirectly by one of WRLC's limited liability companies, of which it is the sole member, or its supporting organization, Natural Areas Land Conservancy; and

RESOLVED FURTHER, that the President of WRLC, Richard D. Cochran, and/or the Assistant Secretary and General Counsel, Robert B. Owen, and/or another officer designated by either of them, or in the case of one of WRLC's wholly-owned subsidiaries the Manager, Joseph F.C. Leslie, and/or another officer designated by him, or in the case of WRLC's supporting organization the President, Richard D. Cochran, and/or the Assistant Secretary, Robert B. Owen, acting together or individually, are hereby authorized and directed to negotiate terms and conditions in order to result in a transaction not materially inconsistent with the Rogers Property Transaction Narrative Report and to execute and deliver the above described documents and other instruments and documents as they, or either one of them, deem necessary and appropriate to consummate the transaction contemplated by these Resolutions.

Rogers - Richland County Property - 478.86 ac

Natural Area

Annual Property Management Budget

REVENUE derived from the property	AMOUNT
N/A	
TOTAL REVENUE	\$0.00
EXPENSE for one time upfront costs	(one time cost)
Boundary Markers	(\$2,320.00)
TOTAL ONE TIME EXPENSE	(\$2,320.00)
Annualized EXPENSES for infrastructure replacement	(annualized)
3.6 miles of mowed access roads	(\$32.00)
Culverts	(\$211.00)
Gate	(\$32.00)
Old Field Management	(\$6,667.00)
Staff Time & Misc. Labor	(\$3,200.00)
TOTAL ANNUALIZED EXPENSE for infrastructure replacement	(\$10,142.00)
Annual EXPENSES for property management	(annual)
3.6 miles of mowed access road maintenance	(\$540.00)
Dangerous tree removal	(\$2,000.00)
Old Field Management	(\$20,000.00)
CE Stewardship	(\$2,000.00)
General liability insurance	(\$479.00)
Staff Time & Misc. Labor	(\$3,200.00)
TOTAL ANNUALIZED EXPENSE for property management	(\$28,219.00)
GRAND TOTAL ANNUAL(IZED) EXPENSE	(\$38,361.00)
NET REVENUE/(EXPENSE)	\$38,361.00
NECESSARY ENDOWMENT at 5% return	(\$767,220)

Notes

* CE Stewardship includes staff time for monitoring visits, follow up, mileage, etc.

Common Practice (Penetration) Analysis—Methods and Results

Purpose

To quantify penetration, defined as the proportion of forest already under long-term protection within the area of interest (AOI).

Penetration = (Measured Activity ÷ Maximum Adoption Capacity) × 100.

- Maximum Adoption Capacity (MAC): all forest area in the AOI (NLCD Land Cover classes 41/42/43).
- Measured Activity (MA): portion of that forest that lies within PAD-US GAP 1–2 protected areas with Date of Establishment 2001–2021 plus undated (per methodology in the white paper).

Data Sources

- Forest extent: NLCD 2001–2021 Land Cover — forest classes:
 - Deciduous Forest (41)
 - Evergreen Forest (42)
 - Mixed Forest (43)
- Protected areas: PAD-US 3.0, GAP Status 1–2, defined as:
 - GAP 1: Permanently protected; managed to maintain a natural state for biodiversity.
 - GAP 2: Permanently protected; managed to maintain a primarily natural condition.

(Only these highest-durability protection classes are included in MA.)

- Time filter: PAD units with Date of Establishment 2001–2021, plus undated units (consistent with the methodology in the white paper).
- AOIs analyzed:
 - Mansfield 2020 Census Urban Area
 - Mansfield UA + 1-mile rural gradient
 - Richland County
- Raster cell area: $30\text{m} \times 30\text{m} = 900\text{ m}^2$; acres = $(\text{cell count} \times 900) / 4,046.856$.

AOI 1: Mansfield 2020 Census Urban Area

Steps

1. Forest (MAC): Clip NLCD Land Cover to the Mansfield UA; select classes 41, 42, 43 → count cells (or sum 900 m²) and convert to acres.
2. Protected (PAD): Clip PAD-US 3.0 to Mansfield UA → select GAP 1–2 → filter DOE 2001–2021 + undated → Dissolve to remove overlaps.
3. MA: Overlay PAD (step 2) with the forest raster (step 1) using Zonal Statistics to get protected-forest cells → convert to acres.
4. Penetration: MA ÷ MAC × 100.

Result

- MAC: 6,945.9 acres
- MA: 0.0 acres
- Penetration: 0.0%

AOI 2: Mansfield + Rural Gradient (1-mile buffer)

Steps

1. Forest (MAC): Clip NLCD Land Cover to Mansfield UA + 1-mile buffer; select classes 41/42/43 → convert to acres.
2. Protected (PAD): Clip PAD-US 3.0 to the same buffered AOI → select GAP 1–2 → filter DOE 2001–2021 + undated → Dissolve.
3. MA: Overlay PAD with forest raster as above → convert to acres.
4. Penetration: MA ÷ MAC × 100.

Result

- MAC: 25,361.4 acres
- MA: 58.5 acres
- Penetration: 0.23%

AOI 3: Richland County

Steps

1. Forest (MAC): Clip NLCD Land Cover to Richland County; select classes 41/42/43 → convert to acres.
2. Protected (PAD): Clip PAD-US 3.0 to the County → select GAP 1–2 → filter DOE 2001–2021 + undated → Dissolve.
3. MA: Overlay PAD with forest raster as above → convert to acres.
4. Penetration: $MA \div MAC \times 100$.

Result

- MAC: 101,685.6 acres
- MA: 471.9 acres
- Penetration: 0.46%

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](#)

[iTree Canopy Report](#)

[Forest Composition Report and Site Photos](#)

[Historical Photos](#)

[Cobenefit Calculator](#)

[Social Impacts](#)

Agreement to Transfer Credits

Black Fork Forest Preservation Project
Agreement to Transfer Potential Credits

This Agreement to Transfer Potential Credits (“**Agreement**”) is entered in to this 6th day of December, 2022 (the “**Effective Date**”) by Natural Areas Land Conservancy (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: Natural Areas Land Conservancy	
Name: Robert B. Owen	Name:	Richard D. Cochran
Title: Assistant Secretary	Title:	President
Address: 3850 Chagrin River Road, Moreland Hills, OH 44022	Address:	3850 Chagrin River Road, Moreland Hills, OH 44022
Phone: 440-528-4150	Phone:	440-528-4150
Email: rowen@wrlandconservancy.org	Email:	rcochran@wrlandconservancy.org
Signature: 	Signature:	
Date: 12/6/2022	Date:	12/6/2022

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1: 021-17-030-14-000 (PARENT PARCEL)

Situated in the Township of Mifflin, County of Richland, State of Ohio and being a part of the Southwest Quarter of Section 9, of Township 23 North, Range 17 West, and being more particularly described as follows:

Beginning for the same at a stone found and accepted as marking the northeast corner of the southwest quarter of Section 9; Thence, South 01 degree 08 minutes 16 seconds East with the east line of said quarter section, 1963.45 feet to a point in the right of way of Interstate 71 and referenced by an iron pin set on a bearing of North 88 degrees 21 minutes 45 seconds West and at a distance of 289.24 feet

Thence, the following fourteen (14) courses and distances:

1. North 88 degrees 21 minutes 45 seconds West 289.24 feet to an iron pin set on the westerly right of way of Interstate 71
2. North 30 degrees 20 minutes 15 seconds East with said right of way, 112.43 feet to an iron pin set
3. South 69 degrees 02 minutes 41 seconds West 256.70 feet to an iron pin set
4. North 88 degrees 21 minutes 45 seconds West 765.23 feet to an iron pin set
5. North 01 degree 29 minutes 08 seconds West 461.60 feet to an iron pin set
6. North 87 degrees 05 minutes 14 seconds West 715.60 feet to an iron pin set
7. North 02 degrees 11 minutes 28 seconds West 198.55 feet to an iron pin set
8. North 85 degrees 20 minutes 26 seconds West 314.99 feet to an iron pin set
9. South 09 degrees 35 minutes 14 seconds West 197.85 feet to an iron pin set
10. South 86 degrees 16 minutes 53 seconds West, passing through an iron pin set for reference at 385.88 feet, a total distance of 405.88 feet to a point on the west line of said quarter section, the same being a point in Bowen Road (C.H. 288)
11. North 01 degree 03 minutes 54 seconds West with said west line, 438.34 feet to a point, said point being the southwest corner of a parcel currently owned by A. and J. Porter (O.R.V. 2449, Page 17) and referenced by an iron pin found on a bearing of South 89 degrees 48 minutes 10 seconds East and at a distance of 28.74 feet
12. South 89 degrees 48 minutes 10 seconds East, with the south line of said Porter parcel, passing through said reference pin, a total distance of 522.96 feet to an iron pin found on the southeast corner thereof
13. North 01 degree 04 minutes 30 seconds West with the east line of said Porter parcel and the northerly prolongation thereof, 999.14 feet to an iron pin found on the northeast corner of a parcel currently owned by M. and A. Gatts (O.R.V. 2376, Page 852), the same being a point on the north line of said quarter section
14. South 89 degrees 47 minutes 13 seconds East with said north line, 2188.11 feet to the place of beginning, containing 90.29 acres, of which 1.61 acres are located within the right of way of Interstate 71 according to survey by Chad F. Craig P.S. #8195 for Seiler & Craig Surveying, Inc. on December 23, 2019, but subject to all easements, right of ways and highways of record.

Iron pins set are 5/8" rods with caps stamped "CRAIG 8195".

Bearings are based on State Plane Grid North, NAD 83 (2011), Geoid 12A, Ohio North Zone and are intended to be used for angular determination only.

PARCEL 2: 021-17-030-10-000

Situated in the Township of Mifflin, County of Richland and State of Ohio, and bounded and described as follows:

Being a part of the Southwest Quarter of Section 4, Township 23, Range 17, Mifflin Township, Richland County, Ohio, and more fully described as follows:

Beginning at a point, said point being the intersection of the centerlines of Bowen Road and T.H. No. 288, and the south line of the Southwest Quarter of Section 4, Township 23, Range 17; thence North 1 degree and 12 minutes East, along the centerline of said road a distance of 475 feet; thence South 82 degrees and 14 minutes East a distance of 186

feet; thence easterly parallel to the south line of said Quarter Section a distance of 740 feet; thence southerly parallel to the east line of said Quarter Section a distance of 100 feet; thence easterly parallel to the south line of said Quarter Section a distance of 602 feet; thence northerly parallel to the east line of said Quarter Section a distance of 541 feet; thence easterly parallel to the south line of said Quarter Section a distance of 1143.7 feet; thence southerly along the east line of said Quarter Section a distance of 60 rods to the southeast corner of said Quarter Section; thence westerly along the south line of said Quarter Section a distance of 160 rods to the point of beginning and containing 41.11 more or less acres, subject to all easements and restrictions of record.

PARCEL 3: 021-17-030-13-000 (PARENT PARCEL)

Situated in the Township of Mifflin, County of Richland, State of Ohio and being a part of the Northwest Quarter of Section 9, of Township 23 North, Range 17 West, and being more particularly described as follows:

Beginning for the same at an iron pin found and accepted as marking the northwest corner of the northwest quarter of Section 9, the same being a point in the centerline of Bowen Road (C.H. 288); Thence, South 89 degrees 31 minutes 37 seconds East with the north line of the northwest quarter of Section 9, a distance of 2669.47 feet to an iron pin found and accepted as marking the northeast corner of said quarter section;

Thence, South 01 degree 36 minutes 15 seconds East with the east line of said quarter section, 1365.10 feet to a point referenced by an iron pin found on a bearing of North 89 degrees 56 minutes 10 seconds West and at a distance of 300.00 feet;

Thence, North 89 degrees 56 minutes 10 seconds West, passing through said reference pin, a total distance of 1620.80 feet to an iron pin found and accepted as marking the northeast corner of a parcel currently owned by S. and L. Sauder (O.R.V. 446, Page 688);

Thence, North 89 degrees 45 minutes 52 seconds West with the north line of said Sauder parcel, 81.18 feet to an iron pin set;

Thence, North 03 degrees 28 minutes 37 seconds East 229.54 feet to an iron pin set;

Thence, North 79 degrees 18 minutes 33 seconds West 626.62 feet to an iron pin set;

Thence, South 83 degrees 24 minutes 49 seconds West 104.09 feet to an iron pin set;

Thence, South 56 degrees 49 minutes 13 seconds West 89.72 feet to an iron pin set;

Thence, North 80 degrees 21 minutes 10 seconds West, passing through an iron pin set for reference at 189.96 feet, a total distance of 214.96 feet to a point on the west line of said quarter section and in the centerline of Bowen Road;

Thence, North 00 degrees 43 minutes 15 seconds West with said west line and said centerline, 1064.20 feet to the place of beginning, containing 77.71 acres according to survey by Chad F. Craig P.S. #8195 for Seiler & Craig Surveying, Inc. on March 31, 2020, but subject to all easements, right of ways and highways of record.

Iron pins set are 5/8" rods with caps stamped "CRAIG 8195".

Bearings are based on State Plane Grid North, NAD 83 (2011), Geoid 18A, Ohio North Zone and are intended to be used for angular determination only.

PARCEL 4: 021-17-030-17-000

Situated in the State of Ohio, County of Richland, Township of Mifflin:

Being the Northeast Quarter of Section Nine (9), Township Twenty-three (23) of Range Seventeen (17), containing one hundred and sixty (160) acres, subject to an easement to the State of Ohio for highway purposes over 20.85 acres, which easement is recorded in Volume 449, Pages 98, 98 and 99 of the Deed Records of Richland County, Ohio.

PARCEL 5: 021-17-019-13-001

Situated in the Township of Mifflin, County of Richland, State of Ohio and being a part of the NW Quarter Section 9, of Township 23 North, Range 17 West, more particularly described as follows:

Beginning for the same at a stone (found) marking the SE corner of said quarter; Thence North 84 ° 26 minutes 10 seconds West, with the south line of said quarter as marked by a woven wire fence, a distance of 1609.12 feet to an iron pin set;

Thence, North 3 degrees 07 minutes 50 seconds East with a woven wire fence a distance of 1286.68 feet to an iron pin set on the northerly line of an 80-acre parcel presently owned by Gardner as recorded at Deed Vol. 688, Page 98;

Thence, South 84 degrees 37 minutes 15 seconds East with the northerly line of said Gardner parcel, passing through a 5/8" iron pipe found at 1320.35 feet, a total distance of 1620.35 feet to a point on the east line of said quarter;

Thence, South 3 degrees 38 minutes 20 seconds West with said east line, passing through a 5/8" iron pipe found at 437.35 feet, a total distance of 1291.47 feet to the Place of Beginning, containing 47.75 acres, according to survey by Douglas C. Seiler, Registered Surveyor #6869 on February 25, 1986.

The grantee, his heirs and assigns do hereby covenant and agree that the parcel of land described in this instrument will not be conveyed by said grantee, heirs and assigns independently and separately from any adjoining or contiguous parcel fronting on a public highway or street of less than 5 acres without the approval of the Richland County Regional Planning Commission.

Bearings are based on a magnetic observation.

Iron pins set are 5/8" reinforcing rods with plastic caps stamped "Seiler 6869".

PARCEL 6: 021-17-030-08-000

Situated in the Township of Mifflin, County of Richland and State of Ohio, and bounded and described as follows:

Being a part of the Southeast Quarter of Section 5, Township 23, Range 17, and further described as follows:

Beginning at a point on the Easterly line of said Quarter Section, 80 rods North of the Southeast corner thereof;

Thence West, parallel with the South line of said Quarter Section to a point in the center of Kohler Run;

Thence in a Northeasterly direction along and with the centerline of said Kohler Run to the East line of said Quarter Section;

Thence South along the East Quarter Section line to the place of beginning, containing nineteen (19) acres of land.

PARCEL 7: 021-17-030-11-000

Situated in the State of Ohio, County of Richland and Township of Mifflin, and bounded and described as follows:

A part of the Southeast Quarter of Section 5, Township 23, and Range 17, commencing at the Southeast corner of said Quarter Section;

Thence West with the South line of said Quarter Section, 21 chains and 75 links to a stone;

Thence North 20 chains;

Thence East, parallel with the South line of said Quarter 21 chains and 50 links to a post on the East line of said Quarter;

Thence South on the East line of said Quarter, 20 chains to the place of beginning, containing Forty-three (43) acres of land, more or less.

Deed

NEW SPLIT
RICHLAND COUNTY
TAX MAP OFFICE

TRANSFER APPROVED
RICHLAND COUNTY
TAX MAP.

EAK 6-18-20
INITIAL DATE 06-18-20
PAR 1+3 MM-125

EAK 6-18-20
INITIAL DATE 06-18-20
PAR 5

CONDITIONAL APPROVAL FOR THIS
TRANSFER, SURVEY CORRECTION
FOR NEXT TRANSFER
RICHLAND COUNTY,
TAX MAP OFFICE

EAK 6-18-20
INITIAL DATE
PAR 2,4,6+7

TRANSFERRED

This Conveyance has been examined
and the Grantor has complied with Section
319.202 of the Ohio Revised Code.

DATE 6/18/20
CONVEYANCE FEE \$ 15,000. -
TRANSFER FEE \$ 3.50

EXEMPT

PATRICK W. DROPSY, County AND REAL TITLE AGENCY LLC
213 PROSPECT AVE
200 CLEVELAND OH 44115

BK: 2793 PG: 244

2020000006736
Filed for Record in
RICHLAND
SARAH M DAVIS, RECORDER
06-18-2020 At 12:35 PM.
DEED 58.00
OR Book 2793 Page 244 - 248

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **JAMES O. ROGERS** ("Grantor"), married, claiming title by or through instrument recorded at Book 2722, Page 743 of Richland County Records, for good and valuable consideration received to his full satisfaction from **NATURAL AREAS 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").

Being all of existing Richland County Permanent Parcel Numbers: 021-17-030-08-000, 021-17-019-13-001, 021-17-030-10-000, 021-17-030-11-000 and 021-17-030-17-000, and portions of 021-17-030-13-000, 021-17-030-14-000.

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 Richland 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.

[SIGNATURE PAGE TO FOLLOW]

1. **THEORY**
2. **DATA**
3. **RESULTS**
4. **DISCUSSION**
5. **REFERENCES**
6. **ACKNOWLEDGMENTS**
7. **APPENDIX**
8. **FIGURES**
9. **TABLES**



BK: 2793 PG: 245

IN WITNESS WHEREOF, Grantor has executed this 12 day of June, 2020.

GRANTOR:

By: James O. Rogers
James O. Rogers

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 12th day of JUNE, 2020 by James O. Rogers.



CRYSTAL L WILSON
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
FEBRUARY 13, 2023

Notary Public

Crystal L Wilson

The undersigned Martha Jane Rogers, wife of James O. Rogers, hereby executes this instrument for the purpose of releasing her dower interest in the Premises.

By: Martha Jane Rogers
By James O. Rogers Her Attorney
Martha Jane Rogers In Fact

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 12th day of JUNE, 2020 by Martha Jane Rogers.



CRYSTAL L WILSON
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
FEBRUARY 13, 2023

Notary Public

Crystal L Wilson

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

EXHIBIT A
LEGAL DESCRIPTION



BK: 2793 PG: 246

PARCEL 1: 021-17-030-14-000 (PARENT PARCEL)

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Thence, the following fourteen (14) courses and distances:

1. North 88 degrees 21 minutes 45 seconds West 289.24 feet to an iron pin set on the westerly right of way of Interstate 71
2. North 30 degrees 20 minutes 15 seconds East with said right of way, 112.43 feet to an iron pin set
3. South 69 degrees 02 minutes 41 seconds West 256.70 feet to an iron pin set
4. North 88 degrees 21 minutes 45 seconds West 765.23 feet to an iron pin set
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10. South 86 degrees 16 minutes 53 seconds West, passing through an iron pin set for reference at 385.88 feet, a total distance of 405.88 feet to a point on the west line of said quarter section, the same being a point in Bowen Road (C.H. 288)
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12. South 89 degrees 48 minutes 10 seconds East, with the south line of said Porter parcel, passing through said reference pin, a total distance of 522.96 feet to an iron pin found on the southeast corner thereof
13. North 01 degree 04 minutes 30 seconds West with the east line of said Porter parcel and the northerly prolongation thereof, 999.14 feet to an iron pin found on the northeast corner of a parcel currently owned by M. and A. Gatts (O.R.V. 2376, Page 852), the same being a point on the north line of said quarter section
14. South 89 degrees 47 minutes 13 seconds East with said north line, 2188.11 feet to the place of beginning, containing 90.29 acres, of which 1.61 acres are located within the right of way of Interstate 71 according to survey by Chad F. Craig P.S. #8195 for Seiler & Craig Surveying, Inc. on December 23, 2019, but subject to all easements, right of ways and highways of record.

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NEW SPLIT
RICHLAND COUNTY
TAX MAP OFFICE
EAK Lo-18-20
INITIAL DATE
LL-377

PARCEL 2: 021-17-030-10-000

Situated in the Township of Mifflin, County of Richland and State of Ohio, and bounded and described as follows:

Being a part of the Southwest Quarter of Section 4, Township 23, Range 17, Mifflin Township, Richland County, Ohio, and more fully described as follows:

Beginning at a point, said point being the intersection of the centerlines of Bowen Road and T.H. No. 288, and the south line of the Southwest Quarter of Section 4, Township 23, Range 17; thence North 1 degree and 12 minutes East, along the centerline of said road a distance of 475 feet; thence South 82 degrees and 14 minutes East a distance of 186

CONDITIONAL APPROVAL FOR THIS
TRANSFER, SURVEY CORRECTION
FOR NEXT TRANSFER
RICHLAND COUNTY,
TAX MAP OFFICE

EAK Lo-18-20
INITIAL DATE
PAR 2

NEW SURT
RICH AND COUNTRY
BOSS SAM XAT

STATE CLASS

DRUGS JAMESON JAMESON
HOTEL JAMESON JAMESON

REEDER JAMESON
MILANO JAMESON
ESTATE JAMESON

STATE CLASS
DRUGS JAMESON



BK: 2793 PG: 247

feet; thence easterly parallel to the south line of said Quarter Section a distance of 740 feet; thence southerly parallel to the east line of said Quarter Section a distance of 100 feet; thence easterly parallel to the south line of said Quarter Section a distance of 602 feet; thence northerly parallel to the east line of said Quarter Section a distance of 541 feet; thence easterly parallel to the south line of said Quarter Section a distance of 1143.7 feet; thence southerly along the east line of said Quarter Section a distance of 60 rods to the southeast corner of said Quarter Section; thence westerly along the south line of said Quarter Section a distance of 160 rods to the point of beginning and containing 41.11 more or less acres, subject to all easements and restrictions of record.

PARCEL 3: 021-17-030-13-000 (PARENT PARCEL)

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Thence, South 01 degree 36 minutes 15 seconds East with the east line of said quarter section, 1365.10 feet to a point referenced by an iron pin found on a bearing of North 89 degrees 56 minutes 10 seconds West and at a distance of 300.00 feet;

Thence, North 89 degrees 56 minutes 10 seconds West, passing through said reference pin, a total distance of 1620.80 feet to an iron pin found and accepted as marking the northeast corner of a parcel currently owned by S. and L. Sauder (O.R.V. 446, Page 688);

Thence, North 89 degrees 45 minutes 52 seconds West with the north line of said Sauder parcel, 81.18 feet to an iron pin set;

Thence, North 03 degrees 28 minutes 37 seconds East 229.54 feet to an iron pin set;

Thence, North 79 degrees 18 minutes 33 seconds West 626.62 feet to an iron pin set;

Thence, South 83 degrees 24 minutes 49 seconds West 104.09 feet to an iron pin set;

Thence, South 56 degrees 49 minutes 13 seconds West 89.72 feet to an iron pin set;

NEW SPLIT
RICHLAND COUNTY
TAX MAP OFFICE
EAK Lo-18-20
INITIAL DATE
MM-125

Thence, North 80 degrees 21 minutes 10 seconds West, passing through an iron pin set for reference at 189.96 feet, a total distance of 214.96 feet to a point on the west line of said quarter section and in the centerline of Bowen Road;

Thence, North 00 degrees 43 minutes 15 seconds West with said west line and said centerline, 1064.20 feet to the place of beginning, containing 77.71 acres according to survey by Chad F. Craig P.S. #8195 for Seiler & Craig Surveying, Inc. on March 31, 2020, but subject to all easements, right of ways and highways of record.

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PARCEL 4: 021-17-030-17-000

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Being the Northeast Quarter of Section Nine (9), Township Twenty-three (23) of Range Seventeen (17), containing one hundred and sixty (160) acres, subject to an easement to the State of Ohio for highway purposes over 20.85 acres, which easement is recorded in Volume 449, Pages 98, 98 and 99 of the Deed Records of Richland County, Ohio.

CONDITIONAL APPROVAL FOR THIS
TRANSFER, SURVEY CORRECTION
FOR NEXT TRANSFER
RICHLAND COUNTY,
TAX MAP OFFICE
EAK Lo-18-20
INITIAL DATE
PAR 4

ATAG JATIM
DESENDE QAM XAT
YUNIKA QAMAHKIN
TUGES MEM



BK: 2793 PG: 248

PARCEL 5: 021-17-019-13-001

Situated in the Township of Mifflin, County of Richland, State of Ohio and being a part of the NW Quarter Section 9, of Township 23 North, Range 17 West, more particularly described as follows:

Beginning for the same at a stone (found) marking the SE corner of said quarter; Thence North 84° 26 minutes 10 seconds West, with the south line of said quarter as marked by a woven wire fence, a distance of 1609.12 feet to an iron pin set;

Thence, North 3 degrees 07 minutes 50 seconds East with a woven wire fence a distance of 1286.68 feet to an iron pin set on the northerly line of an 80-acre parcel presently owned by Gardner as recorded at Deed Vol. 688, Page 98;

Thence, South 84 degrees 37 minutes 15 seconds East with the northerly line of said Gardner parcel, passing through a 5/8" iron pipe found at 1320.35 feet, a total distance of 1620.35 feet to a point on the east line of said quarter;

Thence, South 3 degrees 38 minutes 20 seconds West with said east line, passing through a 5/8" iron pipe found at 437.35 feet, a total distance of 1291.47 feet to the Place of Beginning, containing 47.75 acres, according to survey by Douglas C. Seiler, Registered Surveyor #6869 on February 25, 1986.

The grantee, his heirs and assigns do hereby covenant and agree that the parcel of land described in this instrument will not be conveyed by said grantee, heirs and assigns independently and separately from any adjoining or contiguous parcel fronting on a public highway or street of less than 5 acres without the approval of the Richland County Regional Planning Commission.

Bearings are based on a magnetic observation.

Iron pins set are 5/8" reinforcing rods with plastic caps stamped "Seiler 6869".

TRANSFER APPROVED
RICHLAND COUNTY
TAX MAP.

EAK Lo-18-20
INITIAL DATE
PAR 5

PARCEL 6: 021-17-030-08-000

Situated in the Township of Mifflin, County of Richland and State of Ohio, and bounded and described as follows: Being a part of the Southeast Quarter of Section 5, Township 23, Range 17, and further described as follows:

Beginning at a point on the Easterly line of said Quarter Section, 80 rods North of the Southeast corner thereof;

Thence West, parallel with the South line of said Quarter Section to a point in the center of Kohler Run;

Thence in a Northeasterly direction along and with the centerline of said Kohler Run to the East line of said Quarter Section;

Thence South along the East Quarter Section line to the place of beginning, containing nineteen (19) acres of land.

PARCEL 7: 021-17-030-11-000

Situated in the State of Ohio, County of Richland and Township of Mifflin, and bounded and described as follows:

A part of the Southeast Quarter of Section 5, Township 23, and Range 17, commencing at the Southeast corner of said Quarter Section;

Thence West with the South line of said Quarter Section, 21 chains and 75 links to a stone;

Thence North 20 chains;

Thence East, parallel with the South line of said Quarter 21 chains and 50 links to a post on the East line of said Quarter;

Thence South on the East line of said Quarter, 20 chains to the place of beginning, containing Forty-three (43) acres of land, more or less.

CONDITIONAL APPROVAL FOR THIS
TRANSFER, SURVEY CORRECTION
FOR NEXT TRANSFER
RICHLAND COUNTY,
TAX MAP OFFICE

EAK Lo-18-20
INITIAL DATE
PAR 6+7

Black Fork Forest Parcel Number Change

During the purchase of the property, portions of the two parent parcels 021-17-030-13-000 and 021-17-030-14-000 were acquired and received new parcel numbers as a result of the change in ownership.

Table 1. Parcel number change

Parent Parcel	Created Child Parcel
021-17-030-13-000	021-17-030-13-001
021-17-030-14-000	021-17-030-14-003

Supporting documents:

Below is an email exchange between Western Reserve Land Conservancy (Bob Owen) 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 according to county auditor

From: Michelle Britton <michellebritton@ohiorealttitle.com>
Sent: Thursday, January 5, 2023 12:27 PM
To: Bob Owen <rowen@wrlandconservancy.org>
Cc: Krista Futrel <kfutrel@wrlandconservancy.org>
Subject: Parcel Numbers for Rogers/Nalc/Hemlock

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

Good afternoon – please find info below regarding Parcel Numbers etc.

Parcels in Deed and Covenant	Parcel numbers according to county auditor	ACREAGE	OWNER
021-17-030-08-000	021-17-030-08-000	19	NALC
021-17-019-13-001	021-17-019-13-001	47.75	NALC
021-17-030-10-000	021-17-030-10-000	41.11	NALC
021-17-030-11-000	021-17-030-11-000	43	NALC
021-17-030-17-000	021-17-030-17-000	160	NALC
portion of 021-17-030-13-000	021-17-030-13-001	77.71	NALC
portion of 021-17-030-14-000	021-17-030-14-003	90.29	NALC

Please let me know if you need
anything further.

Thanks,
Michelle



MICHELLE BRITTON

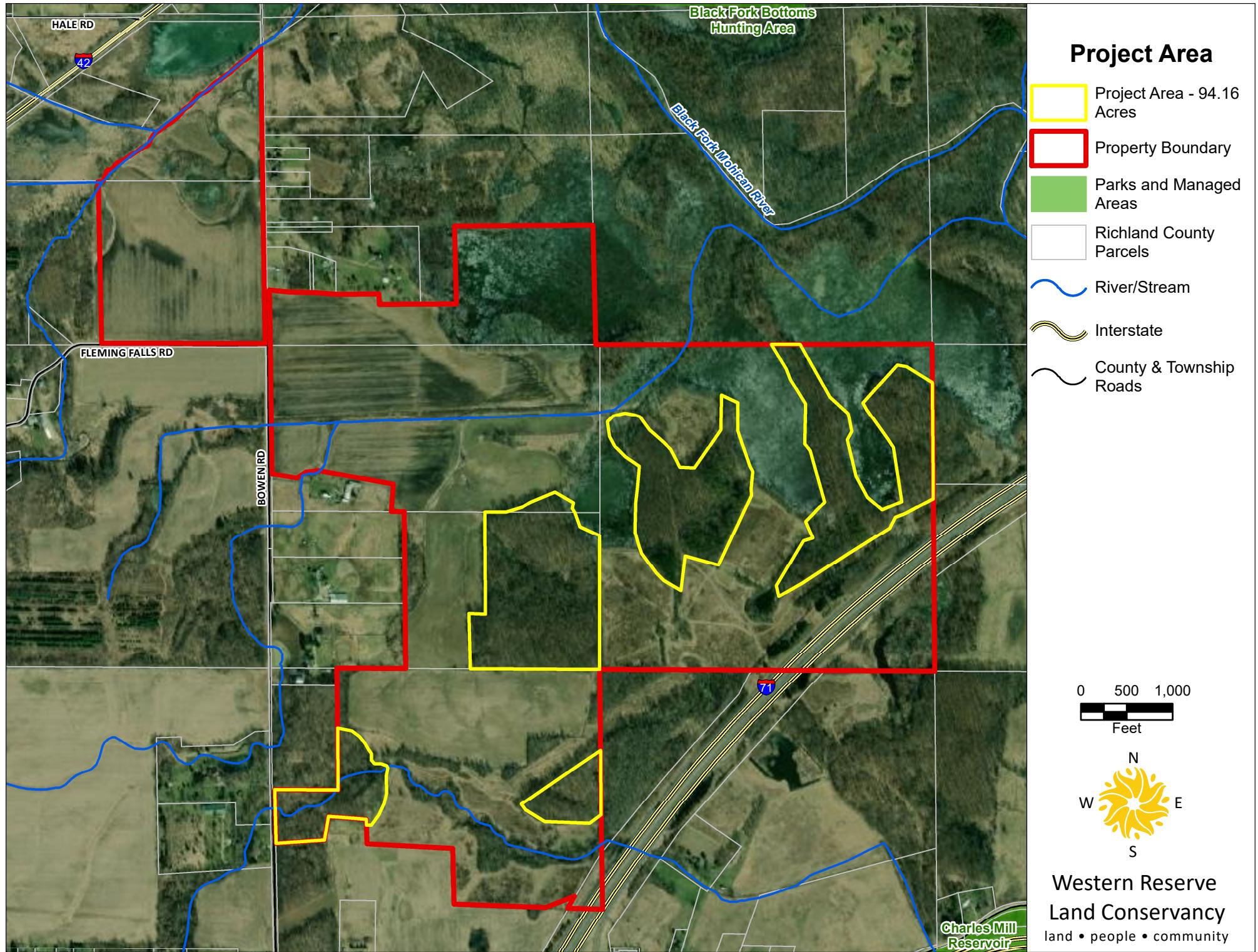
Title Manager/Licensed Agent

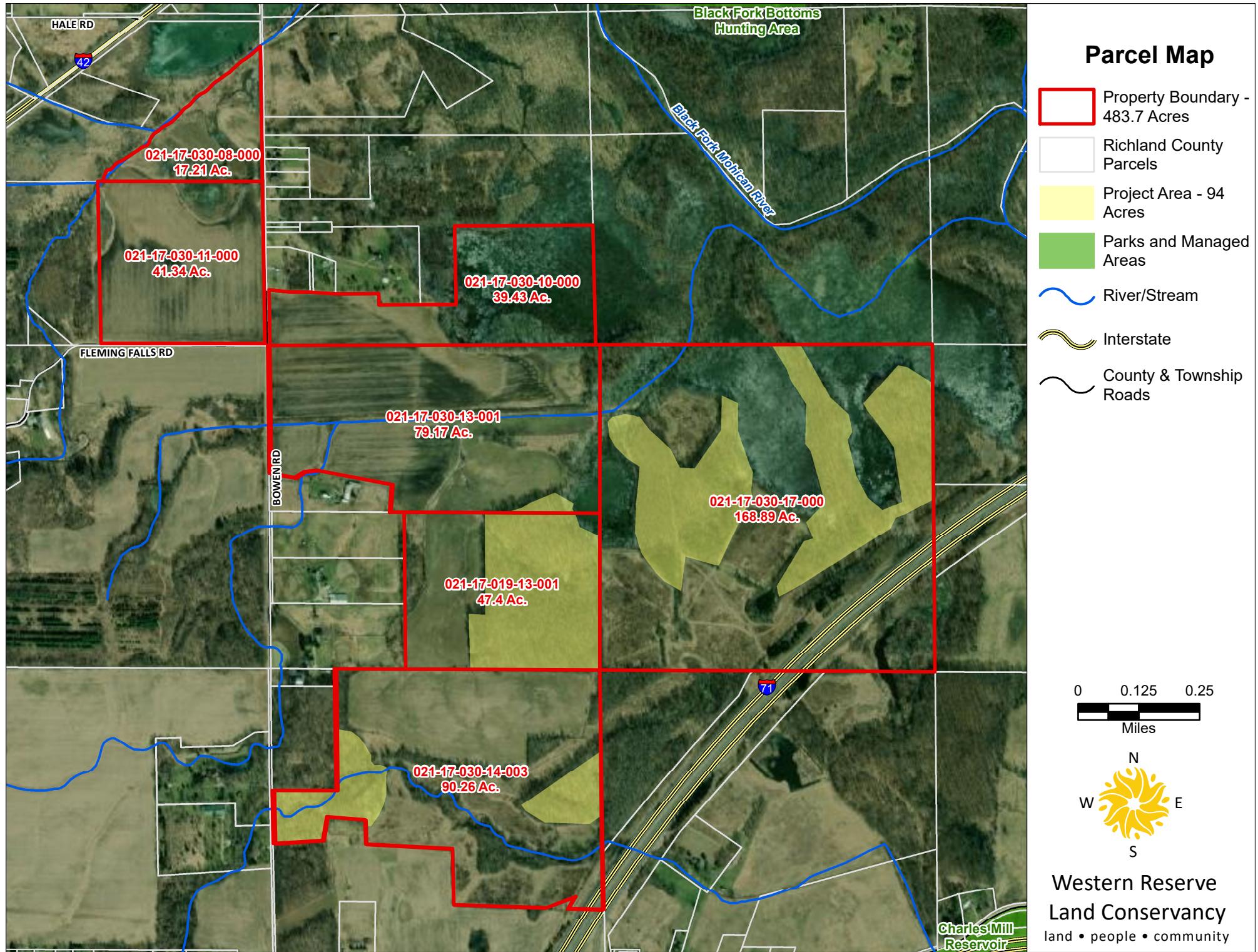
1213 Prospect Avenue, Suite 200, Cleveland, OH 44115

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

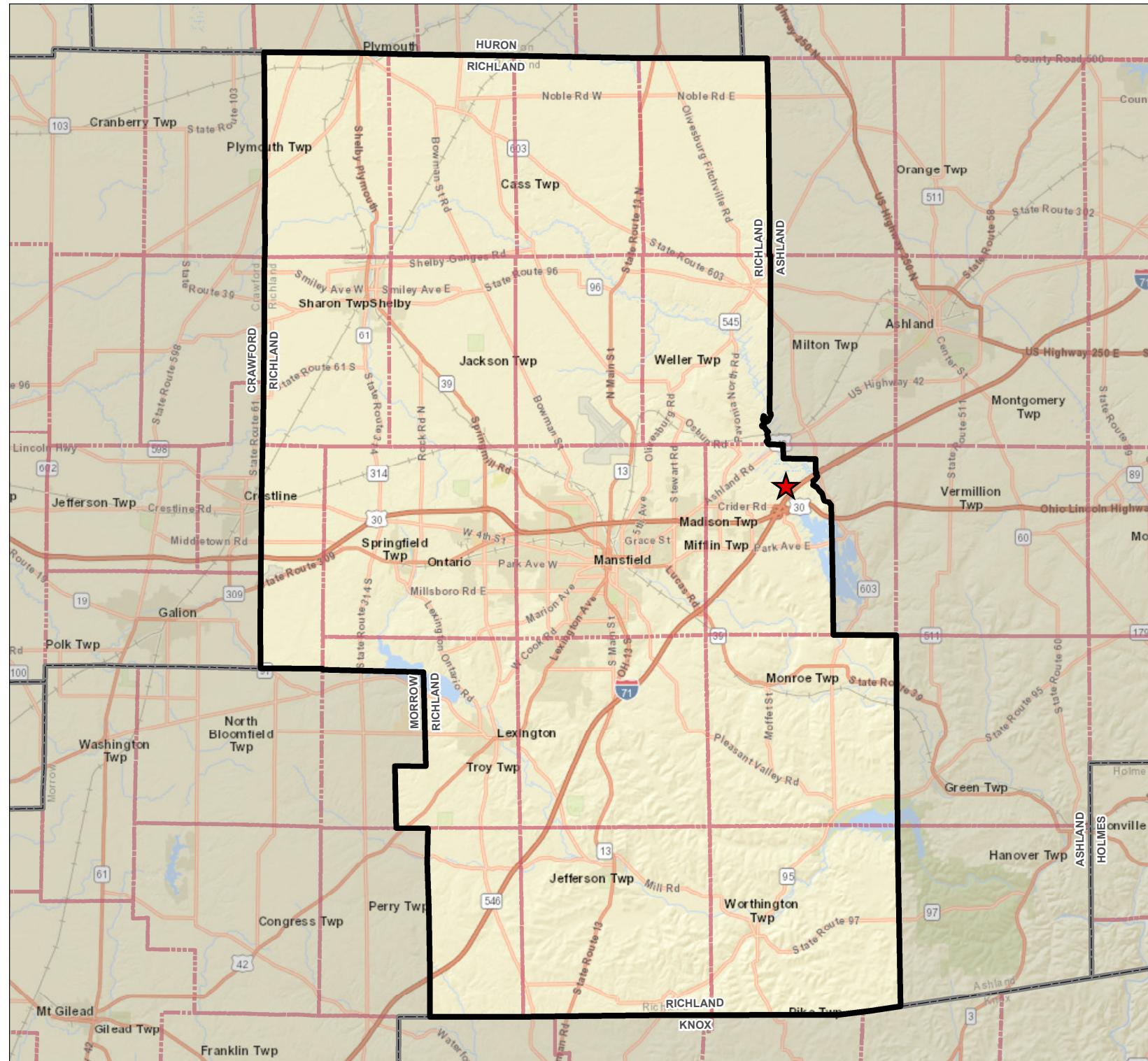


Project Area Map



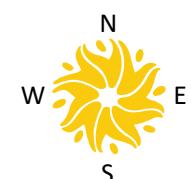


Regional Area Map



Location Eligibility: Richland County Regional Planning Commission

- ★ Project Location
- Richland County and RCRPC planning boundary
- County Boundaries
- Township Boundaries



Western Reserve
Land Conservancy
land • people • community

BYLAWS AND RULES OF PROCEDURE
OF THE
RICHLAND COUNTY REGIONAL PLANNING COMMISSION
AS AMENDED AND ADOPTED

October, 1972

April 23, 1975

May 28, 1975

February 27, 1980

January 26, 1994

May 25, 1994

January 25, 1995

June 26, 2002

March 24, 2010

February 13, 2013

March 13, 2013

November 13, 2013

December 11, 2013

March 25, 2015

October 28, 2020

P R E A M B L E

By virtue of the adoption of a Resolution of Cooperation between the Board of County Commissioners of Richland County, Ohio, and Mansfield City Council, there has been created a Regional Planning Commission vested with powers given to Regional Planning Commissions under Section 713.21 of the Revised Code of the State of Ohio.

Such Resolution of Cooperation provides for the creation of a Regional Planning Commission composed of Richland County, Ohio, the Cities of Mansfield, Ontario and Shelby, townships and cooperating municipalities, which shall have the right to exercise the powers and duties of the Regional Planning Commission by virtue of the Resolution of Cooperation and the statutes of the Revised Code of the State of Ohio.

DEFINITIONS

- A. **COMPREHENSIVE REGIONAL PLAN:** As required by the Ohio Revised Code, Section 713.23, for the State of Ohio
- B. **INDUSTRIAL, BUSINESS, CIVIC, MINORITY, AGRICULTURE, REGIONAL TRANSIT BOARD OR AUTHORITY, ELDERLY PERSONS, AND PERSONS WITH DISABILITIES REPRESENTATIVES:** A group of interested and active representatives from the industrial, business, civic, minority, agricultural and elderly community, as well as individuals representing persons with disabilities and the Regional Transit Board or Authority appointed to serve on the Commission.
- C. **PARTICIPANTS IN THE REGIONAL PLANNING COMMISSION:** Participants in the Regional Planning Commission (Section 713.21 ORC) may include school districts, special districts, authorities and any other units of local government and such participation shall be upon the terms as may be agreed upon. The proportion of the costs of the Regional Planning Commission to be borne respectively by the participants shall be determined, from time to time, by the Regional Planning Commission.
- D. **REGION:** The region for which the Richland County Regional Planning Commission shall be created and maintained (hereinafter called the Region) is all of the unincorporated areas of Richland County, Ohio, and all cooperating municipalities therein.
- E. **TITLE:** The Richland County Regional Planning Commission shall be referred to as the "Regional Planning Commission."

SECTION I: TITLE

The Title of the Regional Planning Commission shall be the "Richland County Regional Planning Commission."

SECTION II: STATEMENT OF PURPOSE

The purpose of these Bylaws and Rules of Procedure is to establish the administrative guidelines to be observed by the Board of County Commissioners and representatives of member municipalities to the Regional Planning Commission in order to insure orderly growth and development within the Region.

SECTION III: POWERS AND DUTIES OF THE REGIONAL PLANNING COMMISSION

- A. Powers: The Regional Planning Commission shall have the power to make studies, maps, plans, recommendations and reports concerning the physical, environmental, social, economic, and governmental characteristics, functions, services, and other aspects of the Region or County respectively, or for areas outside the Region or County which affect the development and welfare of the Region or County respectively, as a whole or as more than one political unit within the Region or County.
- B. Duties: The duties of the Regional Planning Commission shall include:
 - 1) Preparing the plans, including studies, maps, recommendations, and reports on:
 - a. Regional goals, objectives, opportunities and needs, and standards, priorities, and policies to realize such goals and objectives
 - b. Economic and social conditions
 - c. The general pattern and intensity of land use and open space
 - d. The general land, water and air transportation systems, and utility and communication systems
 - e. General locations and extent of public and private works, facilities, and services
 - f. General locations and extent of areas for conservation and development of natural resources and the control of the environment
 - g. Long-range programming and financing of capital projects and facilities
 - 2) Promoting understanding of and recommending administrative and regulatory measures to implement the plans of the Region

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- 3) Collecting, processing, and analyzing social and economic data, undertaking continuing studies of natural and human resources, coordinating such research with other governmental agencies, educational institutions, and private organizations
- 4) Contracting with and providing planning assistance to other units of local governments, planning commissions, joint planning councils and private agencies or individuals coordinating the planning with neighboring planning areas; cooperating with the state and federal governments in coordinating planning activities and programs in the Region
- 5) Reviewing, evaluating, and making comments and recommendations on proposed and amended comprehensive land use, open space, transportation and public facilities plans, projects and implementing measures of local units of government; making recommendations to achieve compatibility in the Region
- 6) Reviewing, evaluating and making comments and recommendations on the planning, programming, location, financing, and scheduling of public facility projects within the Region and affecting the development of the area
- 7) Undertaking other studies, planning, programming, conducting experimental or demonstration projects found necessary in the development of plans for the Region or County, and coordinating work and exercising all other powers necessary and proper for discharging its duties.
- 8) Establish a Transportation Section and prepare for approval of the Coordinating Committee and other State and Federal agencies as necessary a *continuing, cooperative, and comprehensive transportation planning process in accordance with the current guidelines set forth for designated Metropolitan Planning Organizations (MPOs)*.
- 9) Additional Powers and Duties: The Regional Planning Commission shall have such other powers and duties as are provided by law, including, but not limited to, such powers and duties set forth in Section 713.21 and 713.23, Ohio Revised Code as now existing or hereafter amended.

SECTION IV: MEMBERSHIP OF THE REGIONAL PLANNING COMMISSION

The Regional Planning Commission shall consist of the following voting members who may hold any other public office and may serve as a member of a city, village or a current planning commission, except as otherwise provided in the charter of any city or village.

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A. County Members

- 1) Four (4) members representing Richland County, as follows:
 - a. One (1) Commissioner from the Board of County Commissioners, who shall serve during their tenure of office
 - b. County Engineer, who shall serve during their tenure of office
 - c. One (1) official from Richland Public Health, as designated by the Health Commissioner
 - d. One (1) County official to be appointed by the Board of County Commissioners, from such offices as Auditor, Recorder, Treasurer, Sheriff, Prosecutor and Emergency Management Coordinator

B. Municipal Members

- 1) City of Mansfield: Four (4) members representing the City of Mansfield, as follows:
 - a. Mayor of the City of Mansfield, who shall serve during their tenure of office
 - b. City Engineer, who shall serve during their tenure of office
 - c. One individual representing the City as appointed by the Mayor who shall serve during the appointing Mayors' tenure of office
 - d. One individual representing City Council who shall serve during their tenure
- 2) Other City Participant Municipalities: Two (2) members representing the participant city, as follows:
 - a. Mayor of the City, who shall serve during their tenure
 - b. One (1) individual appointed by the Mayor who shall serve during the appointing Mayor's tenure of office
- 3) Other Village Participant Municipalities: Mayor of each of the two largest village participant municipalities by population, and a Mayor-at-large appointed by the remaining villages participating in the maintenance of the Regional Planning Commission and who shall serve for a term of two years or for the balance of their term as Mayor.

C. Township Members

Four (4) Township Trustees and/or Fiscal Officers appointed by the Richland County Township Association. Each shall serve for a term of two (2) years or for the balance of their term as elected official.

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D. At Large Representative Members

Eight (8) appointed members selected and approved in accordance with the procedure outlined in Section VIII

E. Chairman of the Planning Advisory Council

F. Other Membership Considerations

Notwithstanding the membership categories herein, the total membership composition shall conform to Federal and State membership requirements in order to ensure the eligibility and maintenance of federal grants.

SECTION V: GENERAL PROVISIONS

A. Alternates

A member of the Regional Planning Commission or one of its committees may utilize an alternate for any Commission meeting or committee meeting. Said alternate shall be designated through the official member's written authorization to the Secretary of the Regional Planning Commission. In all cases where an individual is designated to represent an elected official (alternate), the elected official shall be counted as the actual member of the Commission, in order to maintain any required percentage of elected officials.

B. Membership Vacancies

Any vacancy occurring among county, township, municipal, or at large members of the Regional Planning Commission shall be filled for the unexpired term of office in the same manner in which said member was originally designated or chosen.

C. Attendance at Regional Planning Commission Meetings

Any appointed member of the Regional Planning Commission who is absent for three (3) consecutive meetings without just cause may be removed from membership by a vote of the Executive Committee, and said position shall be filled by a replacement named in the same manner as utilized for the original appointment.

D. Conduct of Members of the Planning Commission

1. Members of the Planning Commission shall take the time necessary to prepare themselves for meetings and hearings so they can make informed decisions.

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2. Any Planning Commission Member who has had or continues to have any personal or financial interest, whatever in any issue to be voted upon by the Commission shall state that a conflict of interest exists and shall disqualify him/herself from participating in any Commission activity regarding that issue, including discussions and voting in any regular or special meeting, public hearing or work session.
3. The interests of that Planning Commission member may be represented before the Planning Commission by a specifically designated representative or legal agent at the public hearing, work session, regular or special meeting and testimony entered into the public record.
4. Participation of Planning Commission Member under cloud of conflict of interest is cause for removal.

SECTION VI: OFFICERS OF THE REGIONAL PLANNING COMMISSION

A. Executive Officers: The Executive Officers of the Regional Planning Commission shall be its President, Vice President, and Secretary. The President and Vice President shall be members of the Regional Planning Commission.

- 1) President and Vice President: The President and Vice President shall be elected by the Regional Planning Commission at the first meeting of every odd year. Each shall hold office until their successor is elected and qualified.
- 2) Secretary: The Secretary shall be the Executive Director of the Regional Planning Commission, who shall serve during their employment by the Regional Planning Commission.

SECTION VII: DUTIES OF THE OFFICERS

A. President: The President shall preside at all meetings of the Regional Planning Commission and the Executive Committee. It shall be the President's duty to sign all written contracts and actions and obligations of the Regional Planning Commission unless the Executive Director is specifically authorized to do so. The President shall also make certain that all transactions of business are in accordance with the law and these Bylaws and Rules of Procedure. They shall perform all duties to the office, and such other duties as may from time-to-time be required or requested of them by the Regional Planning Commission or the Executive Committee. This may include the approving of bill payments in lieu of approval by executive committee during months when/if the executive committee does not meet.

B. Vice President: The Vice President shall perform all the duties of the President, in case of their absence or disability, and such other duties as may from time-to-time be required or requested of them by the Regional Planning Commission or the

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Executive Committee. In case the Vice President and President are absent from, or are unable to perform their duties, the Regional Planning Commission may appoint a President Pro-Tem.

- C. **Secretary:** The Secretary shall keep or supervise the keeping of Minutes of all meetings of the Regional Planning Commission and the Executive Committee, and shall perform such other duties as may be required or requested of them by the Regional Planning Commission or the Executive Committee. They shall also forward copies of the Minutes of the Regional Planning Commission meetings to each member of the Regional Planning Commission. Copies of the Executive Committee meetings shall be forwarded by the Secretary to each member of the Regional Planning Commission.
- D. **Other Officers:** The Regional Planning Commission may appoint or elect such other officers as it shall deem necessary, who shall have the authority to perform such duties as from time-to-time may be assigned by the Regional Planning Commission or the Executive Committee.
- E. **Vacancy:** If the Presidency of the Regional Planning Commission shall become vacant by reason of death, resignation, or disqualification, the Vice President will automatically ascend to that position, and the Regional Planning Commission shall elect a successor to hold the office of Vice President for the unexpired term.

SECTION VIII: NOMINATION OF RICHLAND COUNTY REGIONAL PLANNING COMMISSION OFFICERS AND AT-LARGE MEMBERS

- A. In the fall of even numbered years, the President of the Regional Planning Commission shall appoint a Nominating Committee of no less than five (5) members of the Regional Planning Commission, who shall prepare a list of the eight (8) at-large representative members of the citizenry of Richland County to fill the positions , and to recommend the nominees for President and Vice President.
 - 1) **Officers:** The nominees for President and Vice President shall be selected from among the members of the Regional Planning Commission. The list of nominees shall be presented to the Regional Planning Commission for their review and approval at the first meeting of the Regional Planning Commission every odd numbered years. Additional nominations may be made by a petition signed by at least five (5) members of the Regional Planning Commission, provided that such petition is received by the Secretary at least one (1) day prior to the first meeting of the year in which the elections are held. The newly-elected officers shall take office beginning the first of the month following the month the election takes place.

At Large Representatives: The proposed list of at large representatives shall be appointed from the following areas: industry, business, education, civic, minority, agriculture, elderly persons, persons with disabilities, the Transit Board or any area that brings experience

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and the skills and knowledge to assist in identifying and helping meet the strategic priorities of the organization. At the first meeting of the Regional Planning Commission every odd numbered year, the Nominating Committee shall present the list of eight (8) proposed members to the Regional Planning Commission for their review and approval. The terms of office for all the at large members shall expire at the first meeting of the Regional Planning Commission in odd numbered years, and reappointment shall be based on attendance and participation in Regional Planning Commission activities.

SECTION IX: MEETINGS OF THE REGIONAL PLANNING COMMISSION

Regular Meetings: The Regional Planning Commission shall hold at least four (4) regular meetings each calendar year.

- A. Special Meetings: Special meetings of the Regional Planning Commission may be called by the President when they deem such meeting is necessary in order to perform any duty which may be assigned to them from time-to-time by the Regional Planning Commission or the Executive Committee, or any three (3) members may petition the President to call a Special Meeting.
- B. Notification of Meetings: The Secretary of the Regional Planning Commission shall deliver written notice of the business to be conducted at regular meetings at least seven (7) days prior to the date of any regular meetings. Notices of any special meetings shall be delivered to each member of the Regional Planning Commission at the earliest possible time. Notice of any special meeting shall state the purpose for which the meeting is being called.
- C. Quorum: At any meeting of the full Regional Planning Commission, a quorum shall consist of twelve (12) members of the Regional Planning Commission.
- D. Rules for Meetings: All meetings of the Regional Planning Commission will be subject to the rules contained in the current edition of Robert's Rules of Order Newly Revised, when not otherwise governed by these "Bylaws and Rules of Procedure.

SECTION X: ADOPTION OR AMENDMENT OF COMPREHENSIVE REGIONAL PLAN

The provisions of Section 713.23 of the Ohio Revised Code, State of Ohio, as now existing or hereafter amended, set forth the requirements for this section.

SECTION XI: EFFECT OF ADOPTION OF THE COMPREHENSIVE REGIONAL PLAN

The provisions of Section 713.25 of the Ohio Revised Code, State of Ohio, as now existing or hereafter amended, set forth the requirements for this section.

SECTION XII: FILING OF THE COMPREHENSIVE REGIONAL PLAN WITH THE COUNTY RECORDER

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The provisions of Section 713.27 of the Ohio Revised Code, State of Ohio, as now existing or hereafter amended, set forth the requirements for this section.

SECTION XIII: EXECUTIVE COMMITTEE

There is hereby created an Executive Committee of the Regional Planning Commission which shall have the following duties:

1. To be responsible for personnel, finances and public relations governing the activities of the Regional Planning Commission staff
2. To assist the staff in formulating planning work programs to be carried out by the staff personnel and approved by the Regional Planning Commission
3. To review actions and recommendations of all Standing Committees and Special Committees established by the President of the Regional Planning Commission
4. To act on behalf of the Regional Planning Commission:
 1. Where an urgent action on Regional Planning Commission matters are required prior to regular Regional Planning Commission meetings, such action subject to review by the Full Regional Planning Commission at the next regular meeting and if necessary, confirmation by the Commission
 2. In the absence of a quorum of the Regional Planning Commission
 3. Exercise all other powers that may be delegated to it by the Regional Planning Commission

A. Membership of the Executive Committee: The Executive Committee shall consist of the following voting members of the Commission:

- A. Officers
 - a. President
 - b. Vice President
- B. County Members
 - a. One (1) Commissioner
 - b. County Engineer
 - c. Richland Public Health
- C. Municipal Members
 1. City of Mansfield
 - a. Mayor
 - b. City Engineer

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2. Mayor of each of the city participant municipalities
3. One (1) village participant Mayor on the Regional Planning Commission to be appointed by the President of the Commission subject to the approval of the Regional Planning Commission

D. One (1) township member on the Regional Planning Commission to be appointed by the President of the Commission subject to the approval of the Regional Planning Commission

E. Two (2) at large members to be appointed by the President of the Commission subject to the approval of the Regional Planning Commission.

F. Chairman of the Planning Advisory Council

B. Term of Office: Each member of the Executive Committee shall serve until their successor is elected and qualified; provided, however, that in the event a vacancy occurs on such Committee by resignation or otherwise, the President of the Regional Planning Commission shall appoint a qualified person for the unexpired term of their predecessor, subject to the approval of the Regional Planning Commission.

C. Attendance at Executive Committee Meetings: Any appointed member of the Executive Committee who is absent for three (3) consecutive meetings without just cause may be removed from membership by a vote of the Executive Committee, and said position shall be filled by a replacement named in the same manner as utilized for the original appointment.

D. Officers of the Executive Committee: The officers of the Executive Committee shall be the Executive Officers of the Regional Planning Commission. Each Executive Officer shall hold office until their successor is elected and qualified.

E. Meetings of the Executive Committee: The Executive Committee shall hold at least six (6) regular meetings each calendar year. Special meetings of the Executive Committee may be called by the President of the Regional Planning Commission in the same manner as prescribed for in Section VIII, B of these Bylaws and Rules of Procedure.

F. Notification of Meetings: The Secretary of the Regional Planning Commission shall deliver written notice of the business to be conducted at the regular meetings at least ten (7) days prior to the date of any regular meeting of the Executive Committee. Notices of any special meetings shall be delivered to each member of the Executive Committee at the earliest possible time. Notices of any special

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meetings shall state the purpose for which the meeting is being called.

G. Quorum: At any meeting of the Executive Committee, a quorum shall consist of seven (7) members of the Executive Committee.

SECTION XIV: PLANNING ADVISORY COUNCIL

The past presidents of the Regional Planning Commission who are not commission members may continue to serve as non-voting members on the Regional Planning Commission as members of the Planning Advisory Council. The immediate past president shall be Chairman of the Planning Advisory Council who shall be a voting member of the Regional Planning Commission and Executive Committee. If the immediate past president is unable to serve in this capacity as Chairman, the Planning Advisory Council shall elect from its membership a Chairman who, by way of substitution for the immediate past president, shall serve on the Regional Planning Commission and the Executive Committee.

Past presidents will file with the Director-Secretary a written request for “active” status. Past Presidents may, from time-to-time, request a change in their status from “inactive” to “active,” by filing a written request with the Director Secretary.

SECTION XV: STANDING COMMITTEES

The Richland County Regional Planning Commission shall consist of the following Standing Committees:

- Personnel Committee
- Zoning, Subdivision and Land Use Review Committee
- Other Committees as needed

A. Appointment of Members to the Standing Committees: The President of the Regional Planning Commission shall, upon approval of the Regional Planning Commission, appoint no less than five (5) persons from the Regional Planning Commission, or other appropriate bodies to serve on each of the named committees listed in Section XIV above. All committee appointments are for two years except if the committee member resigns, is disqualified or for any other special reason as determined by the Chairman, which would be cause for removal from a Committee.

B. Officers of the Standing Committees: For the purpose of conducting committee affairs, Chairman and Secretary shall be appointed from the membership of the committee by the President, based on a recommendation received from the Committee membership. Standing Committees shall function in accordance with these Bylaws and any other rules of procedure adopted by the Regional Planning Commission. All Standing Committees shall report their actions to the Executive Committee.

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C. Meetings of the Standing Committees: Meetings of any Standing Committee shall be called by the Chairman when they deem such meeting is necessary in order to perform any duty that may be assigned to them from time-to-time by the Regional Planning Commission.

SECTION XVI: SPECIAL COMMITTEES

Appointment of Members to the Special Committees: Special Committees of the Regional Planning Commission may be appointed from time-to-time by the President with the approval of the Regional Planning Commission, and shall function under the same rules as specified in Section XIV for Standing Committees.

SECTION XVII: STAFF PERSONNEL

A. Employment: The Executive Committee of the Regional Planning Commission may authorize the employment or discharge of an Executive Director and such planners, engineers, accountants and others as may be necessary and establish their salary ranges. When so authorized, such employees shall be selected by the Executive Director and approved by the Executive Committee of the Regional Planning Commission. Staff compensation and fringe benefits will be governed by the provisions of "Personnel Policies of the Richland County Regional Planning Commission".

B. Executive Director Duties and Responsibilities: The Executive Director shall have charge of and manage the active business operations of the Regional Planning Commission; shall hire, terminate, assign, supervise, and control the work to be done by its employees, and sign all reports and recommendations of the Regional Planning Commission prepared and adopted under the approval of the Executive Committee, and shall keep active accounts of all property passing through their hands and shall do and perform all other duties as may from time-to-time be assigned to or requested of them by the Regional Planning Commission or the Executive Officers.

C. Dual Offices: The Executive Director shall be appointed as the Secretary of the Commission. The Executive Director may also be elected or appointed to serve as an officer of Standing or Special Committees. The Executive Director shall be an ex-officio member of the Personnel Committee.

SECTION XVIII: PARTICIPATION PRIVILEGES AND PLANNING SERVICES

A. Determination of Participation: Participants in the Regional Planning Commission (Section 713.21 ORC) may include school districts, special districts, authorities and any other units of local government and such participation shall be upon the terms as may be agreed upon. The proportion of the costs of the Regional Planning Commission to be borne respectively by the participants shall be determined, from time to time, by the Regional Planning Commission.

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B. Participation Privileges: A Participant in The Regional Planning Commission that has paid its participation fees in full, or as agreed upon by the Executive Committee, each year shall receive the following privileges:

- 1) Assistance to the county, municipalities and townships on particular planning problems facing the participant.
- 2) Three (3) complimentary copies of all sale publications, maps, and other studies published by the Regional Planning Commission. Otherwise, all published materials will be sold at a reduced price to all participants.
- 3) Expert advice and professional recommendations on any rezoning request, or subdivision plat within any participant.
- 4) A planning study, map of, or reporting upon public improvements, the use of land or the control of development upon the land within the boundaries of any participant, in accordance with any special agreement authorized and approved by the Regional Planning Commission.
- 5) Other technical support, materials or special services as appropriate.

C. Participant in Good Standing: To remain a participant in good standing, a participant shall be current in their dues, appoint their members or designees, and members attend the RCRPC meetings consistent with the requirements of these By-laws. An entity that is unable to pay its annual participation fee in full or in part may present a payment plan proposal during an executive committee meeting. If there is no resolution, the entity may be subject to a reduction of Regional Planning services, and a loss of membership and participation privileges pending approval by the Full Commission.

D. Participation Fees: The local cost of maintaining the Regional Planning Commission shall be apportioned among the participants in the following manner:

DEFINITION: The "local cost" shall be determined based on the sum of the following:

- The amount required in local funds to provide the matching funds required by the Transportation Planning Program.
- The amount required to support the work elements for "Comprehensive Planning and Coordination," providing general local services and zoning and subdivision assistance.
- The amount required to support the operations of the commission.

- 1) Richland County and the City of Mansfield, the two governmental entities that created the Richland County Regional Planning Commission in 1959 shall each provide ten percent (10%) of the RCRPC's costs for the current year as a "sustaining fee".

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- 2) The County shall be responsible for an additional forty percent (40%) of the cost of operating the Regional Planning Commission. This forty percent (40%) shall be derived from the following sources:
 - a) An additional twenty one and one half percent (21.5%) will be provided by the Richland County Commissioners, over and above the "sustaining fee" payment as identified in 1 above.
 - b) Eight and one half percent (8.5%) will be provided by the Richland County Engineer, and shall be credited only as contributing to the local match requirement for the Transportation Planning Program.
 - c) Ten percent (10%) will be provided collectively by the participating townships, with the amount of each township's contribution determined in direct proportion to their respective unincorporated population in the most recent United States Census of Population.
- 3) The remaining forty percent (40%) of the cost shall be shared by Richland County's municipalities, as follows:
 - a) Forty percent (40%) will be provided collectively by the various participating municipalities in direct proportion to their respective population in the most recent United States Census of Population. For the City of Mansfield this is in addition to the "sustaining fee" payment as identified in 1 above.

The Regional Planning Commission may accept, receive, and expend funds, grants, and services from the federal government or its agencies, from departments, agencies and instrumentalities of state or local government, or from civic sources and contract with respect thereto, and provide such information and reports as may be necessary to secure such financial aid.

The Regional Planning Commission Executive Committee shall, at its regular May meeting in each year, make appropriations for its expenses for the twelve month fiscal year commencing July 1, which appropriations may be modified or supplemented from time-to-time during the year, but shall at no time exceed the total amount received or due from participating units of local government, from public agencies, from the federal government, or from other sources.

SECTION XIX: REGIONAL PLANNING COMMISSION PLANNING SERVICES

The Executive Director is hereby authorized to complete for a participant in the Regional Planning Commission, any of the duties that are permitted under Section 713.23 of the Ohio Revised Code and/or any of the elements listed in Section III, B, of these Bylaws and Rules of Procedure.

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Projects for specific local subdivisions will be programmed within the time constraints and financial resources of the normal planning program, as specified in the Overall Work Program.

If a planning project cannot be accommodated within the existing financial resources, all charges for services rendered pursuant to Subsection A of this Article shall be over and above the participation fee established for a participant.

Service agreements between a participant and the Regional Planning Commission shall be consummated upon:

- 1) A Resolution approved by the appropriate authority of the participant (such as the Planning Commission of a municipality or a Township Zoning Commission) requesting the Regional Planning Commission to proceed with specified community planning services.
- 2) A Resolution approved by legislative bodies of such participant requesting community planning services and appropriating the necessary funds to cover the fees of the work to be performed by the staff of the Regional Planning Commission.

The Resolution should include provisions for supplementary appropriations in succeeding years as requested to complete specified planning services.

A Resolution approved by the Regional Planning Commission authorizing the staff, under the supervision of the Executive Director to perform such work, pursuant to request of the Planning Commission and the legislative body of the participant.

In calculating fees for the provision of planning and related services to a participant, the costs shall be based on the following:

Direct Costs

- Personnel
- Travel
- Reproduction
- Materials
- Telephone
- Other direct costs incurred

Indirect Costs

- General overhead costs as established by the cost allocation plan
- Fringe Benefits

SECTION XX: WITHDRAWAL

Any participant may withdraw their cooperation hereunder at any time by a Resolution to

RICHLAND COUNTY REGIONAL PLANNING COMMISSION BYLAWS
As Amended – March 2015

do so, and delivery of a certified copy thereof to the Secretary of the Regional Planning Commission three (3) calendar months prior to the actual date of withdrawal, and said withdrawal date shall be effective one (1) calendar month after receipt by the Secretary of the Regional Planning Commission of the withdrawal notice from the withdrawing member. Such notices of withdrawal shall not relieve the withdrawing party of its obligation to contribute its share of the cost for the full twelve (12) month period prior to the actual withdrawal date.

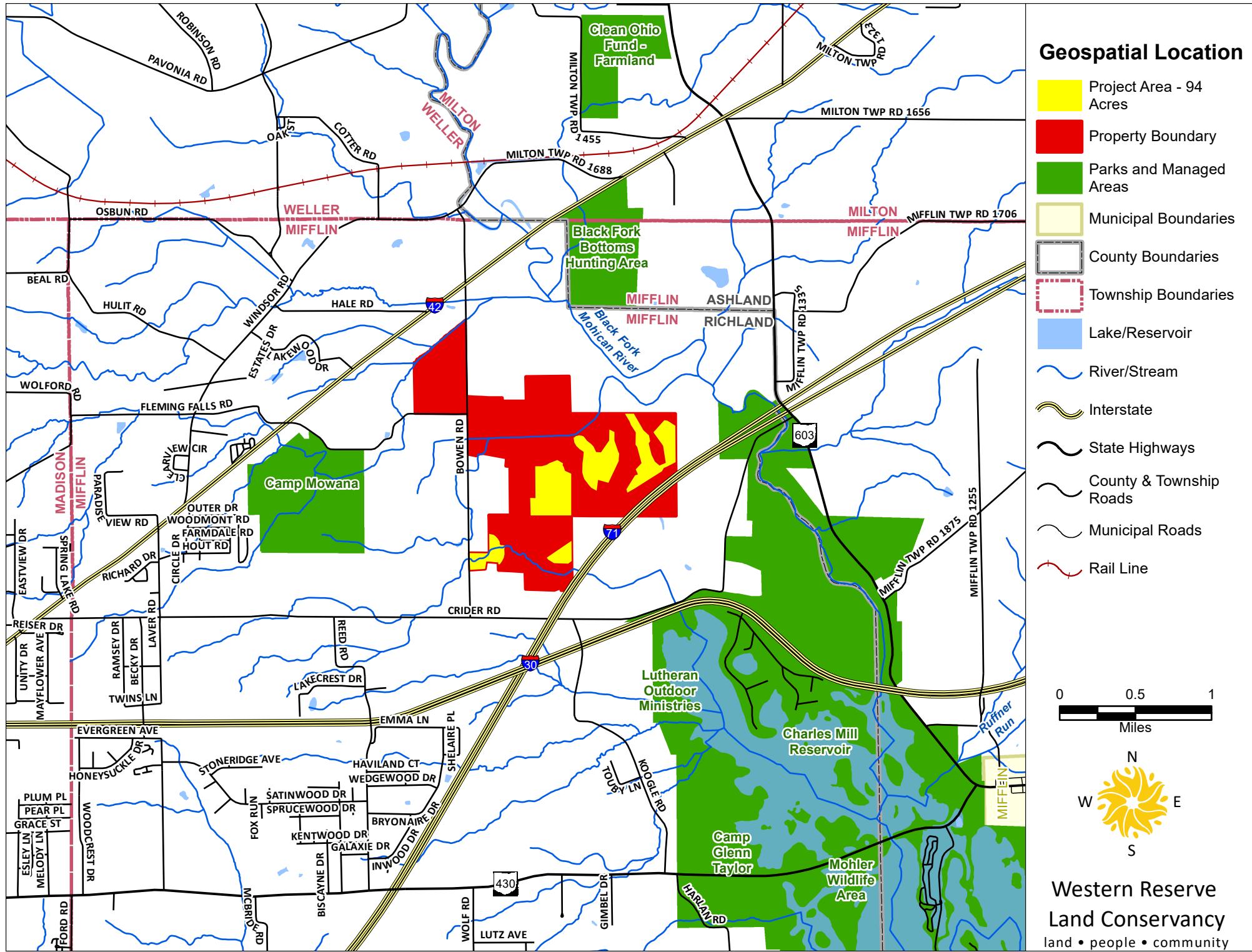
SECTION XXI: AMENDMENT PROCEDURES

These Bylaws may be amended from time-to-time only in accordance with the following procedure:

- A. The Secretary shall within ten (10) day prior to the regular Executive Committee meeting of the Regional Planning Commission, forward to each member of the Executive Committee of the Regional Planning Commission, a copy of the proposed amendment.
- B. Such proposed amendment shall then be presented at the next regular meeting of the Full Commission of the Regional Planning Commission. Such amendment shall be deemed adopted upon receiving the affirmative vote of a majority of the members of the Full Commission of the Regional Planning Commission present at such meeting, if a quorum is present as provided in Section VIII, Article D, of these Bylaws and Rules of Procedure.

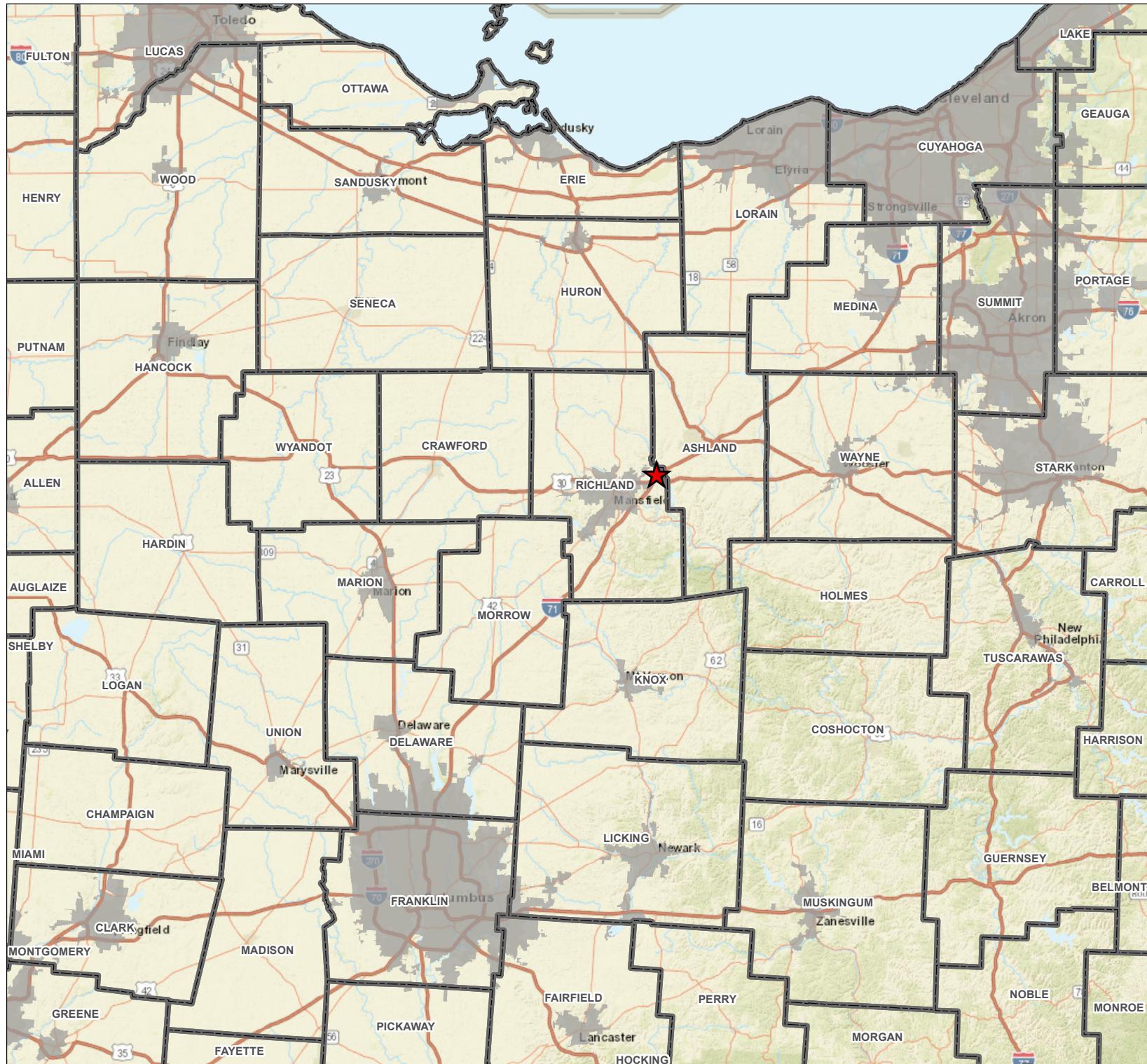
SECTION XXII: STATUTES AND SEVERANCE CLAUSE

- A. All applicable statutes of the State of Ohio are included in these Bylaws and Rules of Procedure and made a part hereof.
- B. The invalidity of any section or provision of the Resolution of Cooperation or Bylaws and Rules of Procedure shall not invalidate any other portion thereof.



Western Reserve Land Conservancy

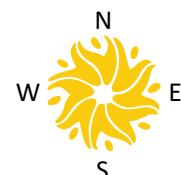
land • people • community



Regional Scale

- Project Location (Red Star)
- USA Urban Areas (1:500k-1.5m) (Grey Shaded)
- County Boundaries (Black Lines)

0 15 30
Miles



Western Reserve
Land Conservancy
land • people • community

Preservation Commitment

E-RECORDING
202200004482
Filed for Record in Richland County, Ohio
Sarah M. Davis, Recorder
04/07/2022 02:53 PM Recording Fees: \$194.00
RESTPROCOV OR 2989 / p2295 - p2316

**To be recorded with
Deed - ORC §317.08**

**ENVIRONMENTAL COVENANT
Fee Simple Covenant – Title to Property is Transferred
Ohio Water Pollution Control Loan Fund**

Water Resource Restoration Sponsor Program
Black Fork Watershed
WPCLF WR391718-0005
Black Fork Preserve at Charles Mill

This Environmental Covenant ("Covenant") is entered into by Natural Areas Land Conservancy, an Ohio non-profit corporation and a supporting organization of Western Reserve Land Conservancy, ("Owner"), Western Reserve Land Conservancy, an Ohio non-profit corporation ("Holder"), and The Conservation Fund, a Maryland non-profit corporation ("TCF") and the State of Ohio Environmental Protection Agency, including its successor agencies ("Ohio EPA"), a non-holding party, pursuant to Ohio Revised Code ("R.C.") §5301.80 to §5301.92, for the purpose of restoring, maintaining and protecting, in perpetuity, the Conservation Values identified herein by subjecting the property described below to the activity and use limitations set forth herein. For the purposes of this Covenant, the Owner, TCF, the Holder (as defined in Section 2. below) and Ohio EPA shall be known collectively as the "Parties." This Covenant concerns the Property described in Section 2. below.

Ohio EPA, through its Water Pollution Control Loan Fund ("Fund") and the Fund's Water Resource Restoration Sponsor Program ("Program"), offers financial assistance pursuant to R.C. §6111.036 for the restoration or protection, or both, and maintenance of Ohio's aquatic ecosystem resources. Ohio EPA has awarded financial assistance to the Northeast Ohio Regional Sewer District ("Loan Recipient") for the implementation of the environmental response project, Shoreline Storage Tunnel (CS391430-0198), as approved by Ohio EPA (referred to herein as the "Project") that is the basis for this Covenant as set forth in R.C. §5301.80(E)(3). As part of the Project, the Loan Recipient will cause the restoration, or protection, or both, and the maintenance, of the aquatic ecosystem resources associated with the Property.

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Black Fork Preserve at Charles Mill WRRSP WR391718-0005
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TCF recorded a Notice of Award Agreement dated June 16, 2020 in the official records of the Richland County Recorder on June 18, 2020, in Book 2793, Page 249 (the "Notice of Award") that presently encumbers portions of the Property that will also be encumbered by the Covenant. The Notice of Award obligates the Owner to manage the Property encumbered thereby so as to permanently protect the habitat for migratory birds, Indiana bat and northern long-eared bat, as more particularly provided in the Notice.

As a condition of Ohio EPA's award of financial assistance from the Fund for the Project, Ohio EPA, the Loan Recipient, and the Owner have (i) agreed to legally restrict the activities that will be conducted upon, and uses that will be made of, the Property in order to prevent direct and indirect adverse impacts to surface and ground waters, and to the Conservation Values associated with the Property and (ii) TCF has agreed to subordinate the Notice of Award to the priority of this Covenant for the benefit of Ohio EPA subject to the terms, conditions, requirements in Section 32 of this Covenant.

All persons shall take notice that if the Loan Recipient or any party acting on behalf of or at the behest of the Loan Recipient violates this Covenant, the violation will be considered a default on the part of the Loan Recipient under the terms of the Fund's agreement for financial assistance for the implementation of the Project, entered into by Ohio EPA and the Loan Recipient.

Now therefore, the Owner, the Holder(s) and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to R.C. §5301.80 to §5301.92.
2. Property. This Covenant concerns an approximately 417-acre tract of real property, owned by Natural Areas Land Conservancy and located on Bowen Road, in Mifflin Township, Richland County, Ohio, and more particularly described in Exhibit A attached to this Covenant and incorporated by reference (the "Property").
3. Owner. Natural Areas Land Conservancy is the Owner of the Property. All references to "Owner" in this Covenant shall include a reference to all owners of the Property executing this Covenant, jointly and severally, if there is more than one owner, and all assigns and successors in interest of the present owner(s), including any Transferee. The term "Transferee," as used in this Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.
4. Ohio EPA. References to "Ohio EPA" include the Ohio Environmental Protection Agency and any successor agency.
5. Holder. Western Reserve Land Conservancy is Holder of this Covenant ("Holder"). All references to "Holder" in this Covenant shall include all present and future holders under this Covenant, jointly and severally, if there is more than one holder. Holders may be added in

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accordance with the section of this Covenant entitled "Amendment of the Covenant or the Plan."

6. Conservation Values. The Parties recognize the value of the Property as an aquatic ecosystem resource, as well as a scenic, natural, and aesthetic resource. The Property in its current state contributes to the physical, biological, and chemical integrity of water resources in the Black Fork watershed. The restoration, preservation, and maintenance of the Property as an aquatic ecosystem resource is a part of the attainment and maintenance of the aquatic life uses of the waters of the State of Ohio pursuant to §303 of the Clean Water Act, 33 U.S.C. §1313 and §6111.041 of the Ohio Revised Code.

The Parties hereby agree that effective perpetual protection and maintenance of the Property and of any environmental improvements to the Property made as part of the Project or thereafter, are essential to preserve the Conservation Values of the Property. The Owner and Holder further agree to use their best efforts to identify and prevent from occurring reasonably foreseeable actions that may be detrimental to the accomplishment of the purposes of this Covenant and the Plan.

7. Natural Condition. As used herein, "aquatic ecosystem resource," and "scenic, natural, and aesthetic values" shall, without limiting the generality of the terms, mean a condition that is no less natural than the condition of the Property at the time of the execution of this Covenant, and no less natural than any improved environmental conditions that may be attained subsequently. For the purposes of this Covenant, "natural" means that native plants and animals are permitted to carry out their life cycles without adverse direct or indirect human interference or neglect of the purposes of this Covenant.

8. Restoration and Protection Plan. The above Conservation Values and other conservation values of the Property have been identified and included by the Owner in the Property's final Restoration and Protection Plan as approved by Ohio EPA ("Plan"). The Plan is hereby incorporated by reference into this Covenant, and without limitation is intended to serve as a supplement to the purposes of this Covenant, and further defines the commitments of the Owner for future management of the Property. The Owner represents that this Plan accurately describes the Property at the time of the execution of this Covenant.

No provision of the Plan shall supersede the purposes or terms of the Covenant. If there is a conflict between the language in the Plan and the language in the Covenant, the language of the Covenant shall govern.

Copies of the Plan may be viewed at the headquarters offices of Ohio EPA's Division of Environmental and Financial Assistance, at 50 W. Town Street, Columbus, Ohio, or its successor division.

9. Activity and Use Limitations. The Owner covenants on behalf of the Owner and the Owner's heirs, successors and assigns, with the Holder, its successors and assigns, and with Ohio EPA, to refrain from, severally and collectively, any activity on, or use of, the Property which is inconsistent with the purposes of this Covenant or detrimental to the Conservation Values expressed herein.

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Such activity or use is expressly prohibited. By way of example and without limitation, the Owner hereby imposes upon the Property and agrees to comply with the following limitations of activity and use of the Property:

- a. **Conservation.** Restoration, maintenance, and protection of the Conservation Values of the Property shall be carried out and maintained in accordance with the conservation activities as defined in the Plan and this Covenant.
- b. **Natural Area.** The Property shall be maintained in perpetuity as a natural area. The Property shall be managed to accomplish the purposes of this Covenant. If there may be occasion when the management of the Property for a purpose other than those of the Covenant conflicts with the management of the Property for the purposes of the Covenant, the management of the Property for the purposes of the Covenant shall be superior to the management of the Property for any other purpose or use, and the management for the other purpose shall therefore be modified to eliminate conflict, or terminated, in favor of management for the purposes of the Covenant.

In order to maintain the ecological balance of the Property or to protect human health and safety, hunting and trapping may be permitted by the Owner in consultation with the Ohio Department of Natural Resources, Division of Wildlife and in accordance with State regulations.

- c. **Division.** The Property may not be voluntarily divided, partitioned, subdivided, or conveyed except in its current configuration; i.e., the Property must be conveyed in its entirety.
- d. **Uses of Land.** There shall be no agricultural, industrial, commercial, or residential activity on the Property.
- e. **Structures.** No buildings, or other structures including, but not limited to, billboards or advertising of any kind, camping accommodations, and mobile homes shall be erected or placed on the Property.
- f. **Resource Extraction.** Owner shall grant no rights for mining, drilling, exploring for or removal of, water, minerals, oil, gas, or other substances from the Property. There shall be no mining, drilling, exploring for or removal of, water, minerals, oil, gas, or other substances from the Property [except as identified and described in Exhibit B].
- g. **Earth Moving and Land Surface Alteration.** Except as may be necessary to implement the restoration of the Property as defined by the scope of work to be performed under the Project, there shall be no ditching, draining, diking, filling, excavating, or removal or disturbance of topsoil, sand, gravel, rock, or other materials.
- h. **Drainage Alterations.** Except as necessary to implement the restoration of the Property as defined by the Plan, there shall be no manipulation or alteration of wetlands, creeks, streams, surface or subsurface springs or other bodies of water, or any activities on, or uses of, the Property that may be detrimental to the aquatic or terrestrial ecosystems of the Property.

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There shall be no activity that disturbs water bodies, riparian zones, or drainage ways without prior approval of Ohio EPA, consistent with the purposes of this Covenant.

- i. **Roads.** Except as may be necessary for environmental restoration as a part of the Project, or as provided in Exhibit B of this Covenant, there shall be no building of roads or other rights of way. Existing roads may be maintained, but shall not be widened or improved.
- j. **Trails.** Limited development of foot trails (including boardwalks) 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 Covenant. The Owner shall construct no trail without first submitting a plan for the proposed construction and maintenance of the trail to Ohio EPA, and receiving prior approval from Ohio EPA.
- k. **Vehicles.** There shall be no operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicles on the Property, except: (i) law enforcement vehicles, (ii) emergency vehicles, (iii) equipment of Owner used by Owner, or of an agent or contractor of Owner, used for the purpose of maintaining the Property or in connection with activities conforming to the terms of the Covenant that are permitted by the Plan, and (iv) as otherwise provided in Exhibit B of this Covenant.
- l. **Dumping.** There shall be no dumping of trash, garbage, or hazardous or toxic substances on the Property. All trash or nonconforming material that is dumped or placed on the Property shall be removed from the Property by the Owner within thirty (30) days of its discovery.
- m. **Plants and Animals.** There shall be no purposeful introduction of domestic livestock or non-native plants or animals. Non-native, non-invasive cover crops may be planted temporarily to control erosion and assist in the establishment and restoration of permanent native habitats. There shall be no feedlots permitted on the Property. No plants or animals shall be removed from the Property except as permitted by the Owner, this Covenant, and State law.
- n. **Vegetation Controls.** 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.
- o. **Chemical Control of Invasive Species.** Except as may be necessary for environmental preservation, management, or restoration purposes, for the protection of human health and safety, or for the prevention of the spread of a nonnative species, there shall be no use of fertilizers, insecticides, fungicides, or rodenticides. Herbicides may be used for the control of state-designated noxious weeds and for the control of other invasive exotic plant species consistent with best ecosystem management practices and government regulations.

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p. **Other Interests in Property.** No new power lines, transmission lines, utility lines, nor communications towers may be constructed on the Property, nor shall any easements or other interests in the Property be granted for this purpose.

10. **Running with the Land.** This Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to R.C. §5301.85(A) or any other applicable provision of law.

11. **Violation and Corrective Action**

a. **Notice and Cure.** If Ohio EPA determines that a violation of the terms of this Covenant has occurred or is threatened, Ohio EPA shall provide written notice of such violation to the Owner and shall request corrective action sufficient to cure the violation. Where the violation involves injury to the Conservation Values of the Property resulting from use, activity, or neglect that is inconsistent with this Covenant, upon request by Ohio EPA the Owner will restore the portion of the Property so injured to its prior condition in accordance with a plan approved in advance in writing by Ohio EPA. While Ohio EPA agrees to provide a copy of any written notice of violation to TCF, failure to do so does not invalidate the notice and does not relieve Owner of its duties to cure the violation as set forth herein.

b. **Injunctive Relief.** If the Owner fails to cure the violation within thirty (30) days after receipt of notice thereof from Ohio EPA, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Ohio EPA may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* if necessary, by temporary or permanent injunction, and to require the restoration of the Property in the condition that existed prior to any such injury.

c. **Emergency Enforcement.** If Ohio EPA determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Ohio EPA may pursue its remedies under this section without prior notice to the Owner or without waiting for the period provided for cure to expire.

Except as provided in the Section of this Covenant entitled "Ohio EPA's Rights and Remedies," each Party shall bear its own costs incurred in enforcing the terms of this Covenant, including, without limitation, costs and expenses of suit and attorney's fees. Costs of environmental restoration necessitated by the Owner's violation of the terms of this Covenant shall be borne by the Owner.

12. **Compliance Enforcement.** Compliance with this Covenant may be enforced pursuant to R.C. §5301.91. Failure to timely enforce compliance with this Covenant or the use limitations contained herein by any person to whom relief for violation of the Covenant is available shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to

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take action to enforce any non-compliance. Nothing in this Covenant shall restrict the Director of Ohio EPA from exercising any other authority or remedy under applicable law.

All costs incurred by Ohio EPA and/or any Holder other than the Owner in enforcing the terms of this Covenant against the Owner, including, without limitation, costs and expenses of suit and attorney's fees, and any costs of environmental restoration necessitated by the Owner's violation of the terms of this Covenant shall be borne by the Owner.

13. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees, and any Holder other than the Owner, the right of access to the Property for implementation or enforcement of this Covenant, including inspection of the Property or the Project.

14. Right to Post Signs. Ohio EPA shall have the right to post one or more signs on the Property which indicate that the Property's acquisition has been financed by Ohio EPA and the Program. The Owner agrees to notify Ohio EPA if it discovers a sign is damaged or removed.

15. Compliance Reporting. Beginning with a submittal one year and 30 days after the effective date of this Covenant, the Holder and Owner shall annually submit to Ohio EPA written documentation describing the status of the Conservation Values which are the subject of this Covenant or the Plan, and verifying the extent to which the activity and use limitations remain in place and are being complied with in accordance with this Covenant and the Plan. Each report shall include a complete enumeration and description of any alterations or disturbances made to the Property or the Project that have occurred within or beyond the terms of the Covenant and the Plan that have not been identified in a previous compliance report.

Beginning five years after completion of the Project, the Owner and Ohio EPA may agree to an alternative compliance reporting schedule according to Ohio EPA's determination regarding the needs of the Covenant.

16. Conveyance of the Property and Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property shall contain a notice of the activity and use limitations set forth in this Covenant, and provide the recorded location of this Covenant. The notice shall be substantially in the following form:

"THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT,
DATED, 20__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE ____ COUNTY
RECORDER ON _____, 20__, IN [DOCUMENT __, or BOOK __, PAGE __,]. THE
ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE
LIMITATIONS:

[At this point, the notice shall restate Section 9. of this Covenant.]"

The Owner shall notify Ohio EPA, and any Holder other than the Owner, of any intended conveyance not less than thirty (30) days in advance of conveyance of any interest in the Property. The notice shall include the name, address, and telephone number of the proposed transferee, a copy

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of the proposed deed or other documentation which will evidence the conveyance, and a survey map that shows the boundaries of the Property as it is being transferred.

17. Representations and Warranties. The Owner hereby represents and warrants to the other signatories hereto:

- a. that the Owner has the power and authority to enter into this Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and
- b. that this Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which the Owner is a party of or by which the Owner may be bound or affected; and
- c. that the Owner has identified all persons that hold any interest in, or right to, the Property ("Encumbrance") in Exhibit B attached to this Covenant.

18. Encumbrances. The Parties agree that a holder of an effective Encumbrance shall be permitted to conduct activities on, and make uses of, the Property for the limited purposes provided in the Encumbrance, subject to the provisions of the following paragraph.

When a holder of an Encumbrance performs any activity on the Property, the Owner and the Holder shall, or shall cause the Encumbrance holder to, restore the Property as quickly as possible to its original condition. Such restoration shall be designed and implemented with prior consultation with Ohio EPA and shall be incorporated into the Plan for future maintenance.

19. Termination of the Covenant. This Covenant may be terminated only (1) as a result of the exercise of the power of eminent domain, or (2) (a) when Ohio EPA and all persons consent in accordance with the requirements of §5301.90(A) of the Revised Code and (b) when it becomes impossible to secure, to a substantial degree, the benefits sought through the Covenant.

Certain changes in the character of land use in and around the Property are inevitable, and are considered to be within the contemplation of the Parties. Only where the changes which have occurred are of such importance as to amount to a defeat of the purposes of the Covenant may the Parties initiate termination. Changes which merely reduce the benefits derived from the enforcement of the Covenant are not sufficient grounds for the Parties to seek to terminate the Covenant.

Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Covenant.

20. Amendment of the Covenant or the Plan.

- a. This Covenant may be amended to accommodate an assignment of the Covenant to a new Holder pursuant to R.C. §5301.90(C).

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b. Otherwise, the Covenant or the Plan may be amended only upon agreement by all the persons identified in R.C. §5301.90(A) that a proposed amendment is consistent with the purposes of the restoration or preservation of the Property, and is without adverse direct or indirect impact to the Property's Conservation Values. Each person shall document in writing that it has reviewed the proposed amendment, found it to be consistent and without such adverse direct or indirect impact, and shall state the basis for those findings. The documentation shall be submitted to Ohio EPA.

c. Any amendment shall be made only by a written instrument duly executed by the Director of Ohio EPA, the Owner, TCF and Holder pursuant to R.C. §5301.90 and other applicable law.

The Owner shall file such instrument for recording with the Richland County Recorder's Office within thirty (30) days of signature by all requisite parties. Within ten (10) days of recordation, the Owner shall distribute a file- and date-stamped copy of the amended recorded Covenant to: Ohio EPA's Division of Environmental and Financial Assistance, the County of Richland, any Holder, any lessee, each person who signed the Covenant (unless the person waived in a signed record the right to consent or unless a court finds that the person no longer exists or cannot be located or identified with the exercise of reasonable diligence), each person holding a recorded interest in the Property, and any other person designated by Ohio EPA.

d. Amendment means any changes to this Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining.

21. Exercise of eminent domain. The Owner and the Holder shall use their best efforts against any attempt to exercise the power of eminent domain or other involuntary attempt to extinguish, limit, or impair this Covenant.

In the event of a valid exercise of eminent domain, the Owner, Holder and Ohio EPA, may collectively agree to a settlement of terms that includes but is not limited to location of any easement, construction practices related thereto, or the fair market value of said interest in the Property. Such settlement shall be incorporated into the Covenant upon the approval of Ohio EPA.

22. Restitution.

a. If as a result of the reduction of the burden of this Covenant, or as a result of the termination of this Covenant or, as a result of the termination of the Covenant and transfer of all or part of any interest in the Property, proceeds or compensation are received by the Owner, then any such proceeds or compensation received by the Owner in exchange for an interest in the Property or in exchange for use of the Property, including without limitation rent or other income, shall be divided between Ohio EPA and the Owner, in proportion to their respective individual investments in the Property.

That proportion shall be established by using the ratio of (A) the monetary contribution by

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Ohio EPA for the Project to (B) the monetary contribution of the Owner for the acquisition of the Property, or for the restoration of the Property for the purposes of this Covenant, all as valued at the time the Project is completed.

- b. If the proceeds or compensation are not in the form of money (e.g., proceeds in the form of a grant of another parcel of land or easement on another parcel of land), the fair market value of the proceeds shall be determined by appraisal or other agreed method, and the Owner shall pay to Ohio EPA a sum equivalent to that portion of the fair market value equal to the proportional share of Ohio EPA's investment in the Property.
- c. Ohio EPA hereby covenants to apply its share of such proceeds to a project of the Fund or, if the Fund no longer exists, to a project at any location in Ohio that accomplishes the same water resource restoration and protection purposes as this Covenant.
- d. The Owner hereby covenants to apply its share of such proceeds to a project at any location in Ohio that accomplishes the same water resource restoration and protection purposes as this Covenant.
- e. The Owner shall provide written notice to Ohio EPA not less than sixty (60) days prior to the initiation of any judicial proceedings pursuant to this section.

23. **Ohio EPA's Rights and Remedies.** Notwithstanding other rights and remedies available to Ohio EPA under this Covenant and pursuant to R.C. §5301.80 to §5301.92, in order to accomplish the purposes of this Covenant the following rights and remedies are conveyed to Ohio EPA so that it may: (1) preserve and protect the Conservation Values of the Property, (2) prevent any activity on or use of the Property which is inconsistent with the purposes of this Covenant, and (3) require the restoration of any areas of the Property that may be damaged by any unauthorized activity or use.

- a. **Scope of Relief.** The Owner agrees that Ohio EPA may be entitled to the injunctive relief described in this section in addition to such other relief to which Ohio EPA may be entitled, including specific performance of the terms of this Covenant, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Ohio EPA's remedies described in this Covenant shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- b. **Damages.** Where injunctive relief or specific performance does not sufficiently repair or restore Conservation Values damaged or diminished by a violation of this Covenant, Ohio EPA shall be entitled to recover damages for violation of the terms of this Covenant or for injury to any Conservation Values protected by this Covenant, including, without limitation, damages for adverse impacts to water quality or aquatic ecosystems. Without limiting the Owner's liability therefore, Ohio EPA, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

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c. **Cost of Enforcement.** All costs incurred by Ohio EPA in enforcing the terms of this Covenant against the Owner, including, without limitations, costs and expenses of suit and attorney's fees, and any costs of restoration necessitated by the Owner's violation of the terms of this Covenant shall be borne by the Owner.

d. **Forbearance.** Forbearance by Ohio EPA to exercise its rights under this Covenant in the event of any breach of any of its terms shall not be deemed or construed to be a waiver by Ohio EPA of such term or of any subsequent breach of the same. No delay or omission by Ohio EPA in the exercise of any right or remedy shall be construed as a waiver.

e. **Waiver of Certain Defenses.** The Owner or any Transferee hereby waives any defenses of laches, estoppel, adverse possession, or prescription.

24. **Liability.** The Owner and the Holder agree that the State of Ohio, Ohio EPA, its officers, employees, and agents shall not be liable for any loss or damage to property, or for any loss or injury to or death of any person, or for any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project, or the use thereof, provided that such damages are not caused by negligent or intentional acts of Ohio EPA, its officers, employees and agents.

25. **Severability.** If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

26. **Governing Law.** This Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

27. **Effective Date.** The effective date of this Covenant shall be the later of: (a) the date upon which both the Owner and Holder, and Ohio EPA have signed the Covenant, or (b) the date the Owner has acquired title to the Property, in which latter case representations made by the Owner in this Covenant as to the Property will take effect on the date of title acquisition.

28. **Recordation.** Not more than thirty (30) days after the Effective Date of this Covenant, the Owner shall file the Covenant for recording, in the same manner as a deed to the Property, with the Richland County Recorder's Office.

29. **Distribution of Environmental Covenant.** Within ten (10) days of recordation, the Owner shall distribute a file- and date-stamped copy of the recorded Covenant to: Ohio EPA, Richland County, and any Holder, any lessee, each person who signed the Covenant, each person holding a recorded interest in the Property, and any other person designated by Ohio EPA.

30. **Notice.** Unless Ohio EPA notifies the Owner in writing otherwise, any document or communication required by this Covenant to be submitted to Ohio EPA shall be submitted to:

Ohio Environmental Protection Agency
Lazarus Government Center

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Black Fork Preserve at Charles Mill WRRSP WR391718-0005
WPCLF CS391430-0198 Project

50 West Town Street, Suite 700
P.O. Box 1049
Columbus, Ohio 43216-1049
Attn: Environmental Manager, Division of Environmental and Financial Assistance

or, where this address is no longer valid and Ohio EPA has not notified otherwise, to the Director of Ohio EPA at his headquarters offices.

31. Authorized Representative. The undersigned representatives of the Owner and the Holder represent and certify that they are each authorized to execute this Covenant.

32. Subordination. Owner, Holder, TCF and Ohio EPA hereby agree that the Notice of Award is subordinate, subject and inferior to the rights of this Covenant and that the rights (including approval and consent rights), remedies, priority interests granted to TCF pursuant to or in connection with the Notice of Award are hereby expressly acknowledged to be in all respects and at all times, subordinate and inferior in all respects to this Covenant and the terms, covenants, conditions, operations, and effects thereof. Subject to the above, Owner, Holder, Ohio EPA and TCF agree as follows:

a. TCF may exercise the remedies contained in the Notice of Award at any time there is an event of default under or breach of the terms of the Notice of Award.

b. Ohio EPA agrees that in the event of any violation by Owner under this Covenant, TCF shall be entitled to receive a copy of any notice of violation given by Ohio EPA to Owner. Such notice shall be provided in writing and shall either be (i) mailed, postage prepaid, either by registered or certified delivery, return receipt requested, (ii) sent by overnight courier; or (iii) sent by electronic mail with originals to follow by overnight courier; and addressed to the intended recipient at the address below in the TCF signature block. However, any failure to provide a copy of any written notice of a violation to TCF shall not invalidate the notice and does not relieve Owner of its duties to cure the violation as set forth herein.

c. TCF agrees, at Owner's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Covenant in order to evidence that the Notice of Award is subordinate in priority to the covenants and conditions contained in this Covenant.

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Environmental Covenant
Black Fork Preserve at Charles Mill WRRSP WR391718-0005
WPCLF CS391430-0198 Project

IT IS SO AGREED:

OWNER

NATURAL AREAS LAND CONSERVANCY

Signature



4/30/2021

Date

Richard D. Cochran

President

Name of Signatory

Title

State of Ohio)

ss:

County of Cuyahoga)

Before me, a notary public, in and for said county and state, personally appeared Richard D. Cochran, a duly authorized representative of Natural Areas Land Conservancy who acknowledged to me that he/she did execute the foregoing instrument on behalf of Natural Areas Land Conservancy.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this

30 day of April, 2021.



Notary Public



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

SEAL

Environmental Covenant
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WPCLF CS391430-0198 Project

HOLDER

WESTERN RESERVE LAND CONSERVANCY



Signature

4/30/2021

Date

Robert B. Owen

Name of Signatory

Assistant Secretary and General Counsel

Title

State of Ohio)

ss:

County of Cuyahoga)

Before me, a notary public, in and for said county and state, personally appeared Robert B. Owen, a duly authorized representative of Western Reserve Land Conservancy who acknowledged to me that he/she did execute the foregoing instrument on behalf of Western Reserve Land Conservancy.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this

30 day of

April

, 2021.



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



Notary Public

SEAL

This instrument was prepared by:
Robert Owen, General Counsel Western Reserve Land Conservancy
3850 Chagrin River Road
Moreland Hills, OH 44022-1131

Environmental Covenant
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TCF

THE CONSERVATION FUND

By: *Jodi R. O'Day*
Its: *Assistant Secretary*
DULY AUTHORIZED

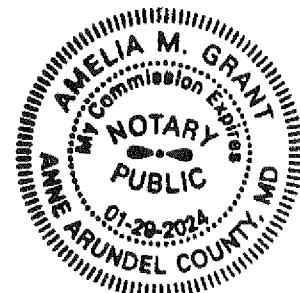
State of Maryland)

County of Anne Arundel)

On this 17th day of May, 2021, before me personally appeared Jodi R. O'Day, to me personally known, who, being by my duly sworn did state that Jodi R. O'Day is the Assistant Secretary of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.

Amelia M. Grant

Notary Public
My Commission Expires:



Jodi R. O'Day
The Conservation Fund
410 Severn Avenue, Suite 204
Annapolis Maryland 20403
443-482-2826]

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OHIO ENVIRONMENTAL PROTECTION AGENCY

Laurie A. Stevenson
Laurie A. Stevenson, Director

7/29/21

Date

State of Ohio)

ss:

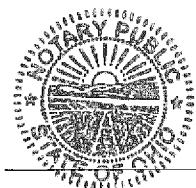
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared, Laurie A. Stevenson, the Director of the Ohio Environmental Protection Agency, who acknowledged to me that she did execute the foregoing instrument on behalf the Ohio Environmental Protection Agency.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this

29th day of July 2021.

William R. Damschroder
Notary Public



WILLIAM R. DAMSCHRODER
Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 B.C.

SEAL

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Black Fork Preserve at Charles Mill WRRSP WR391718-0005
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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1: 021-17-030-14-000 (PARENT PARCEL)

Situated in the Township of Mifflin, County of Richland, State of Ohio and being a part of the Southwest Quarter of Section 9, of Township 23 North, Range 17 West, and being more particularly described as follows:

Beginning for the same at a stone found and accepted as marking the northeast corner of the southwest quarter of Section 9; Thence, South 01 degree 08 minutes 16 seconds East with the east line of said quarter section, 1963.45 feet to a point in the right of way of Interstate 71 and referenced by an iron pin set on a bearing of North 88 degrees 21 minutes 45 seconds West and at a distance of 289.24 feet.

Thence, the following fourteen (14) courses and distances:

1. North 88 degrees 21 minutes 45 seconds West 289.24 feet to an iron pin set on the westerly right of way of Interstate 71
2. North 30 degrees 20 minutes 15 seconds East with said right of way, 112.43 feet to an iron pin set
3. South 69 degrees 02 minutes 41 seconds West 256.70 feet to an iron pin set
4. North 88 degrees 21 minutes 45 seconds West 765.23 feet to an iron pin set
5. North 01 degree 29 minutes 08 seconds West 461.60 feet to an iron pin set
6. North 87 degrees 05 minutes 14 seconds West 715.60 feet to an iron pin set
7. North 02 degrees 11 minutes 28 seconds West 198.55 feet to an iron pin set
8. North 85 degrees 20 minutes 26 seconds West 314.99 feet to an iron pin set
9. South 09 degrees 35 minutes 14 seconds West 197.85 feet to an iron pin set
10. South 86 degrees 16 minutes 53 seconds West, passing through an iron pin set for reference at 385.88 feet, a total distance of 405.88 feet to a point on the west line of said quarter section, the same being a point in Bowen Road (C.H. 288)
11. North 01 degree 03 minutes 54 seconds West with said west line, 438.34 feet to a point, said point being the southwest corner of a parcel currently owned by A. and J. Porter (O.R.V. 2449, Page 17) and referenced by an iron pin found on a bearing of South 89 degrees 48 minutes 10 seconds East and at a distance of 28.74 feet
12. South 89 degrees 48 minutes 10 seconds East, with the south line of said Porter parcel, passing through said reference pin, a total distance of 522.96 feet to an iron pin found on the southeast corner thereof.
13. North 01 degree 04 minutes 30 seconds West with the east line of said Porter parcel and the northerly prolongation thereof, 999.14 feet to an iron pin found on the northeast corner of a parcel currently owned by M. and A. Gatts (O.R.V. 2376, Page 852), the same being a point on the north line of said quarter section
14. South 89 degrees 47 minutes 13 seconds East with said north line, 2188.11 feet to the place of beginning, containing 90.29 acres, of which 1.61 acres are located within the right of way of Interstate 71 according to survey by Chad F. Craig P.S. #8195 for Seiler & Craig Surveying, Inc. on December 23, 2019, but subject to all easements, right of ways and highways of record.

Iron pins set are 5/8" rods with caps stamped "CRAIG 8195".

Bearings are based on State Plane Grid North, NAD 83 (2011), Geoid 12A, Ohio North Zone and are intended to be used for angular determination only.

PARCEL 2: 021-17-030-10-000

Situated in the Township of Mifflin, County of Richland and State of Ohio, and bounded and described as follows:

Being a part of the Southwest Quarter of Section 4, Township 23, Range 17, Mifflin Township, Richland County, Ohio, and more fully described as follows:

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Beginning at a point, said point being the intersection of the centerlines of Bowen Road and T.H. No. 288, and the south line of the Southwest Quarter of Section 4, Township 23, Range 17; thence North 1 degree and 12 minutes East, along the centerline of said road a distance of 475 feet; thence South 82 degrees and 14 minutes East a distance of 186 feet; thence easterly parallel to the south line of said Quarter Section a distance of 740 feet; thence southerly parallel to the east line of said Quarter Section a distance of 100 feet; thence easterly parallel to the south line of said Quarter Section a distance of 602 feet; thence northerly parallel to the east line of said Quarter Section a distance of 541 feet; thence easterly parallel to the south line of said Quarter Section a distance of 1143.7 feet; thence southerly along the east line of said Quarter Section a distance of 60 rods to the southeast corner of said Quarter Section; thence westerly along the south line of said Quarter Section a distance of 160 rods to the point of beginning and containing 41.11 more or less acres, subject to all easements and restrictions of record.

PARCEL 3: 021-17-030-13-000 (PARENT PARCEL)

Situated in the Township of Mifflin, County of Richland, State of Ohio and being a part of the Northwest Quarter of Section 9, of Township 23 North, Range 17 West, and being more particularly described as follows:

Beginning for the same at an iron pin found and accepted as marking the northwest corner of the northwest quarter of Section 9, the same being a point in the centerline of Bowen Road (C.H. 288); Thence, South 89 degrees 31 minutes 37 seconds East with the north line of the northwest quarter of Section 9, a distance of 2669.47 feet to an iron pin found and accepted as marking the northeast corner of said quarter section;

Thence, South 01 degree 36 minutes 15 seconds East with the east line of said quarter section, 1365.10 feet to a point referenced by an iron pin found on a bearing of North 89 degrees 56 minutes 10 seconds West and at a distance of 300.00 feet;

Thence, North 89 degrees 56 minutes 10 seconds West, passing through said reference pin, a total distance of 1620.80 feet to an iron pin found and accepted as marking the northeast corner of a parcel currently owned by S. and L. Sauder (O.R.V. 446, Page 688);

Thence, North 89 degrees 45 minutes 52 seconds West with the north line of said Sauder parcel, 81.18 feet to an iron pin set;

Thence, North 03 degrees 28 minutes 37 seconds East 229.54 feet to an iron pin set;

Thence, North 79 degrees 18 minutes 33 seconds West 626.62 feet to an iron pin set;

Thence, South 83 degrees 24 minutes 49 seconds West 104.09 feet to an iron pin set;

Thence, South 56 degrees 49 minutes 13 seconds West 89.72 feet to an iron pin set;

Thence, North 80 degrees 21 minutes 10 seconds West, passing through an iron pin set for reference at 189.96 feet, a total distance of 214.96 feet to a point on the west line of said quarter section and in the centerline of Bowen Road;

Thence, North 00 degrees 43 minutes 15 seconds West with said west line and said centerline, 1064.20 feet to the place of beginning, containing 77.71 acres according to survey by Chad F. Craig P.S. #8195 for Seiler & Craig Surveying, Inc. on March 31, 2020, but subject to all easements, right of ways and highways of record.

Iron pins set are 5/8" rods with caps stamped "CRAIG 8195".

Bearings are based on State Plane Grid North, NAD 83 (2011), Geoid 18A, Ohio North Zone and are intended to be used for angular determination only.

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PARCEL 4: 021-17-030-17-000

Situated in the State of Ohio, County of Richland, Township of Mifflin:

Being the Northeast Quarter of Section Nine (9), Township Twenty-three (23) of Range Seventeen (17), containing one hundred and sixty (160) acres, subject to an easement to the State of Ohio for highway purposes over 20.85 acres, which easement is recorded in Volume 449, Pages 98, 98 and 99 of the Deed Records of Richland County, Ohio.

PARCEL 5: 021-17-019-13-0

Situated in the Township of Mifflin, County of Richland, State of Ohio and being a part of the NW Quarter Section 9, of Township 23 North, Range 17 West, more particularly described as follows:

Beginning for the same at a stone (found) marking the SE corner of said quarter; Thence North 84 ° 26 minutes 10 seconds West, with the south line of said quarter as marked by a woven wire fence, a distance of 1609.12 feet to an iron pin set;

Thence, North 3 degrees 07 minutes 50 seconds East with a woven wire fence a distance of 1286.68 feet to an iron pin set on the northerly line of an 80-acre parcel presently owned by Gardner as recorded at Deed Vol. 688, Page 98;

Thence, South 84 degrees 37 minutes 15 seconds East with the northerly line of said Gardner parcel, passing through a 5/8" iron pipe found at 1320.35 feet, a total distance of 1620.35 feet to a point on the east line of said quarter;

Thence, South 3 degrees 38 minutes 20 seconds West with said east line, passing through a 5/8" iron pipe found at 437.35 feet, a total distance of 1291.47 feet to the Place of Beginning, containing 47.75 acres, according to survey by Douglas C. Seiler, Registered Surveyor #6869 on February 25, 1986.

The grantee, his heirs and assigns do hereby covenant and agree that the parcel of land described in this instrument will not be conveyed by said grantee, heirs and assigns independently and separately from any adjoining or contiguous parcel fronting on a public highway or street of less than 5 acres without the approval of the Richland County Regional Planning Commission.

Bearings are based on a magnetic observation.

Iron pins set are 5/8" reinforcing rods with plastic caps stamped "Seiler 6869".

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EXHIBIT B

MAP, EASEMENTS AND OTHER ENCUMBRANCES

AS TO PARCEL 021-17-030-13-001 (formerly 021-17-030-13-000):

- **Easement recorded in Vol. 18, Pg. 363 of the Richland County Records.** Right of Way Easement by and between Kathryn L. Gardner and Roy B. Gardner, her husband and The Ohio Telephone and Telegraph Company, recorded September 24, 1935 for a perpetual right of way and easement to construct and maintain lines along with the right of ingress and egress and to trim trees. Easement shall be located within a 25 x 30-foot area in the northwest corner of the parcel. Affects only 750 square feet of the parcel (**mapped**). A utility corridor runs north and south along Bowen Road with utility lines and poles already installed.
- **Flood Easement recorded in Vol. 219, Pg. 572 of the Richland County Records.** Flood Easement by and between L. M. Gardner and Muskingum Watershed Conservancy District, recorded August 31, 1938 over a 13.0-acre portion of the parcel. These 13.0 acres lie below the spillway elevation of the Charles Mill Dam, with the possibility of flooding. Based on topography, the lowest land elevations (<3,000') are located in the northeast corner of the parcel and approximate 13 acres in size (**mapped**).
- **Easement recorded in Vol. 231, Pg. 338 of the Richland County Records.** Right of Way Easement by and between Kathryn L. Gardner and Firelands Electric Cooperative, Inc. recorded September 28, 1940 for the purpose of constructing and maintaining electrical transmission lines and poles, and the right to trim trees as necessary. A utility corridor runs north and south along Bowen Road with utility lines and poles already installed. The easement affects only 35,000 square feet (<1 acre) (**mapped**).

AS TO PARCEL 021-17-030-17-000 and 021-17-030-14-003 (formerly 021-17-030-14-000):

- **High Tension Utility Easement recorded in Vol. 383, Pg. 487 of the Richland County Records.** Easement by and between Roy B. Gardner, widower and Ohio Edison Company, recorded May 03, 1954 for the rights to construct and maintain electrical transmission lines, ingress and egress upon and across the premises for access to and from the right of way, and the right to trim trees as necessary, together with the right to install guy wires and anchors within or adjacent to the right of way, wherever necessary. The easement covers a strip of land 100 feet wide; 50 feet on each side of a centerline of the right-of-way. It begins near the southeast corner of the parcel (north of I-71) and crosses the land in a southwesterly direction to a point about 822 feet east of the southwest corner of the parcel. The utility lines are already in place (**mapped**).
- **High Tension Utility Easement by and between Roy B. Gardner aka R.B. Gardner, a single person and Ohio Edison Company, recorded in Vol. 453, Pg. 568.** Easement by

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and between Roy B. Gardner aka R.B. Gardner, a single person and Ohio Edison Company, recorded June 2, 1958 for the rights to construct and maintain electrical transmission lines, including telephone and telegraph, and allow for ingress and egress upon and across the premises for access to and from the right of way, and the right to trim trees as necessary, together with the right to install guy wires and anchors within or adjacent to the right of way. The easement covers a strip of land 100 feet wide; 50 feet on each side of a centerline of the right-of-way. It begins near the southeast corner of the parcel (north of I-71) and crosses the land in a southwesterly direction to a point about 868 feet east of the southwest corner of the parcel. The utility lines are already in place (**mapped**).

- **High Tension Utility Easement recorded in Vol. 391, Pg. 452 of the Richland County Records.** Easement by and between Roy B. Gardner, widower and Ohio Edison Company, recorded October 25, 1954 for the rights to construct and maintain lines, ingress and egress upon and across the premises for access to and from the right of way, and the right to trim trees as necessary, together with the right to install guy wires and anchors within or adjacent to the right-of-way. The easement covers a strip of land 100 feet wide that begins approximately 538 feet south from the northeast corner of the parcel and crosses the land to a point near the southwest corner of the parcel. The utility lines are already in place (**mapped**).

AS TO PARCEL 021-17-019-13-001:

- **Easement recorded in Vol. 823. Pg. 102 in the Richland County Records.** Easement by and between James Gardner and Nancee Gardner, husband and wife and The Rogers Partnership, an Ohio Partnership, recorded February 12, 1982 for the benefit and use of a common driveway and easements as a means of ingress and egress to and from their respective parcels. There are three (3) easements listed within the document. Easement #1 is a 60-foot wide driveway easement outside the WRRSP boundary and only benefits the WRRSP parcel - mapped. This easement is not necessary, as there are other access drives to the WRRSP property found along Bowen Road. Easement #2 is a 60-foot wide driveway easement that crosses the northeast corner of Parcel 021-17-019-13-001 and extends for 537.80 feet - **mapped**. Easement #3 is located in the southeast corner of Parcel 021-17-019-13-001 and covers a triangular piece of the parcel that is 60 feet x 60 feet x 84 feet (<0.1 acres) in size - **mapped**. Easement 2 and 3 were likely established for farming purposes to access neighboring farm fields. At the time this document was recorded encumbering Parcel 021-17-019-13-001, this parcel and the benefitted adjoining parcels were under separate legal ownership. Now that all relevant parcels are under common legal ownership, and will remain so after the Environmental Covenant is placed on the property, Easements #2 and #3 are no longer effective and have been extinguished through Ohio's doctrine of merger (meaning that when the owner of a lesser real property interest [such as an easement] becomes the owner of the greater real property interest [the entire fee interest] of the same property, the lesser interest merges into the greater interest and is extinguished). In other words, the owner doesn't need the easement any longer because he/she owns the entire

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property and as a result doesn't need permission through the easement to access that portion of the property.

AS TO PARCELS 021-07-030-10-000, 021-17-030-13-001 (formerly 021-17-030-13-000), 021-17-030-14-003 (formerly 021-17-030-14-000), 021-17-030-17-000:

- **Underground Gas Storage Lease recorded in Vol. 231, Pg. 94 in the Richland County Records.** Ohio Lease for Underground Gas Storage in a specific area by and between The Rogers Partnership, an Ohio Partnership and Columbia Gas Transmission Corporation, recorded June 1, 1993 for the exclusive right to utilize the land for underground gas storage by injecting, holding in storage, and withdrawing gas by pumping or otherwise through wells operated on lands containing 894 acres within Sections 4, 5, 8, 9, 16, 17, and 21 of Mifflin Township. The storage area shall be the interval of Clinton sandstone only. Primary term is for 20 years and as long as the Leasehold is used by Columbia in a gas storage field. There are no wells permitted on the parcels identified in the lease including the four parcels identified above and part of the WRRSP project site. Per the ODNR oil and gas well website, there are no oil and gas well fields that cover the parcels in question. Furthermore, there are no oil and gas wells found on any parcel listed within the lease. See ODNR oil and gas well map showing the nearest gas field in Ashland County. Finally, the lease explicitly indicates that no operations shall be conducted on the surface of the leasehold without prior consent of the Lessor. As an underground gas storage lease held by Columbia Gas Transmission Corporation, this lease is still an effective gas storage lease. There are no affirmative rights to explore for oil and gas from the surface of the property or otherwise, and in fact the lease expressly prohibits such action, including the placement of ANY surface infrastructure. This lease is very similar to many other gas storage leases in this region that are held by Columbia Gas Transmission. The lease simply allows the Grantee to inject and extract gas (and gas only) from underground areas using wells and infrastructure located entirely off of the WRRSP property.

AS TO PARCEL 021-17-030-14-003 (formerly 021-17-030-14-000):

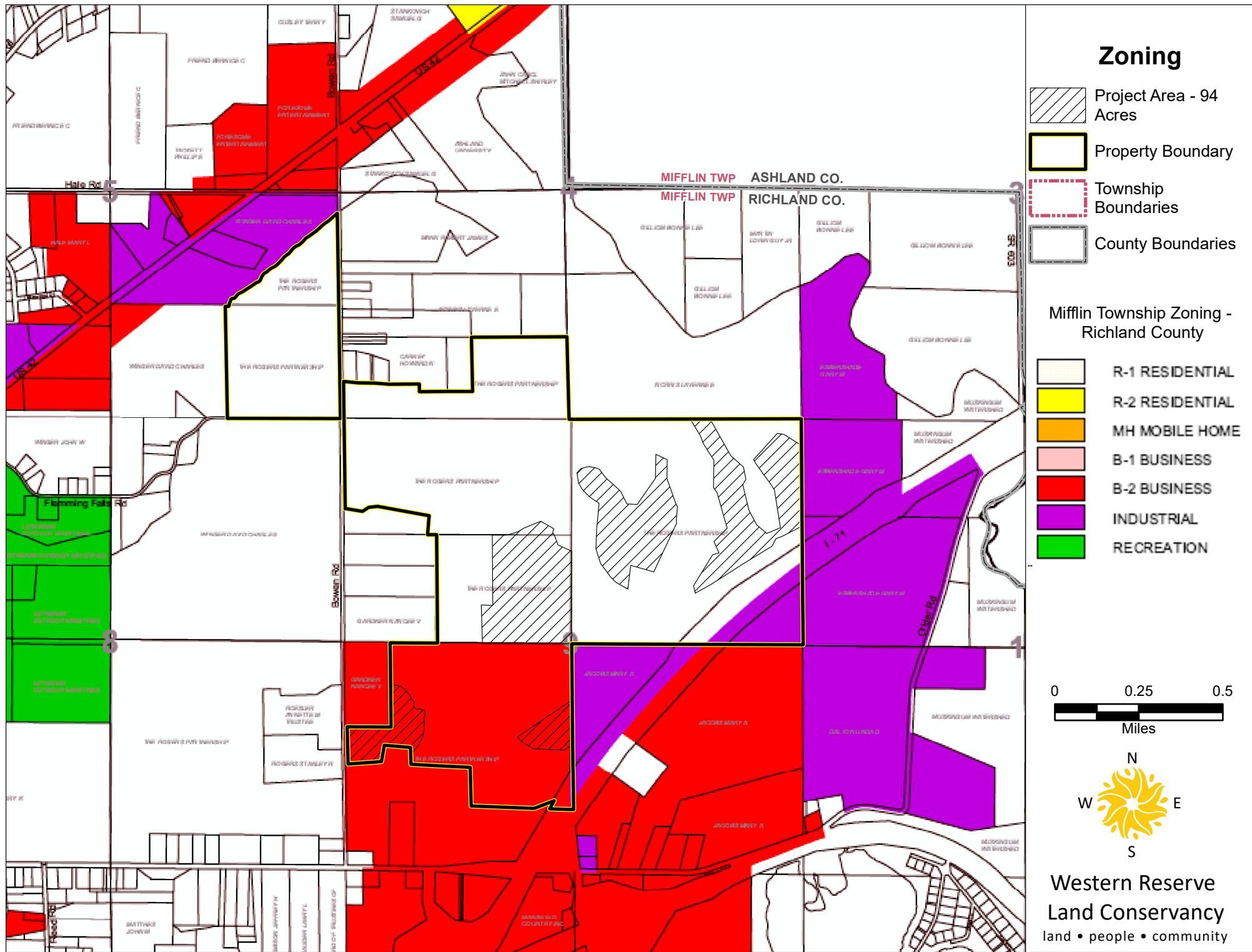
- Access Easement Agreement filed June 18, 2020 in OR Book 2793, Page 286 in the Richland County, Ohio records. This easement benefits Natural Areas Land Conservancy providing access to this parcel from a neighboring parcel (**mapped**).

AS TO PARCELS 021-07-030-10-000, 021-17-030-13-001 (formerly 021-17-030-13-000), 021-17-019-13-001, 021-17-030-14-003 (formerly 021-17-030-14-000), 021-17-030-17-000:

- Notice of Award Agreement filed June 18, 2020 in OR Book 2793, Page 249 in the Richland County, Ohio records.

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Zoning Maps



Zoning Description(s)

SECTION 407

SCHEDULE OF REGULATIONS

SCHEDULE LIMITING HEIGHT, BULK, DENSITY AND AREA BY ZONING DISTRICT

D.U. Per Acre	Area in Sq. Ft.**	Minimum Lot Area Requirements		Maximum Height of Building		Minimum Yard Setback (Per Lot in Feet)		Minimum Floor Area
		Width in Ft.***	In Feet	In Stories	Front Yard	Each Side Yard	Sum of the Widths	
Use Districts								
C Conservation	.2	217,800 (5A.)	200	40	2	30	10	25
One Family Dwelling								40
R-1 Residential								1,475
One Family Dwelling	4.6	9,500 (a,b)*	80 (a,b)*	40	2	30 (a,b)*	6	12
Two Family Dwelling	9.2	9,500 (a,b)*	80 (a,b)*	40	2	30 (a,b)*	6	12
Zero Lot Line Common Wall Dwelling	9.2	4,750 (a,b)*	40 (a,b)*	40	2	30 (a,b)*	0 and 6	6
R-2 Residential								1,000
One Family Dwelling	5.8	7,500 (a,b)*	70 (a,b)*	40	2	25 (a,b)*	5	10
Two Family Dwelling	11.6	7,500 (a,b)*	70 (a,b)*	40	2	25 (a,b)*	5	10
Zero Lot Line Common Wall Dwelling	11.6	3,750 (a,b)*	35(a,b)*	40	2	25 (a,b)*	0 and 5	5
Townhouse Dwelling	18.0 (c) *	2,400 (a,b)*	16	40	2	20	--	--
Multiple Family Dwelling	18.0 (d) *	(a,b)*	--	40	2½	35 (e)*	(e)*	--
MH Mobile Home	6.7	6,500	65	25	2	20	15	30
B-1 Neighborhood Business	--	--	--	25	--	30 (f)*	(g)*	--
B-2 General Business	--	--	--	40	--	30 (f)*	(g)*	--
I Industrial	--	--	--	40	--	50 (i)*	(h)*	--

* Refer to Notes to Schedule

** Minimum lot area requirements are always subject to current Richland County Health Department and EPA regulations and could require more lot area for on site sewage disposal

*** Minimum lot widths for new lots under 5 acres are further controlled by the lot width to depth ratios required under the Richland County Subdivision Regulation

ARTICLE III

ESTABLISHMENT OF ZONING DISTRICTS AND MAP

1. **STANDARD ZONING DISTRICTS:** The intended use of standard zoning districts is to delineate areas of existing land use and development character so as to afford such areas the regulations necessary to maintain their essential qualities and to assure that any additional development will be in keeping with that which has already been established. For the purposes of this Resolution, the Township of Mifflin is hereby divided into the following Standard Zoning Districts:

C	Conservation
R-1	Residential
R-2	Residential
B-1	Neighborhood Business
B-2	General Business
I	Industrial

2. **PLANNED UNIT DEVELOPMENT DISTRICTS:** The intended purpose of the Planned Unit Development Districts is to allow predetermined large scale development comprehensively designed and arranged for one family, two family, townhouses, multiple family, and planned shopping centers or highway service centers and planned industrial park developments. It is also the intended use of the Planned Unit Development Districts to allow such developments within appropriate locations to forestall further blight; and encourage new investment that can be attracted for desirable development. For the purposes of this Resolution, the Township of Mifflin is hereby divided into the following Planned Unit Development Districts:

PUD	Planned Unit Residential District
OS	Open Space Development

3. **SPECIAL DISTRICTS:** The intended purpose of the Special District is to delineate areas where, due to unique circumstances or development requirements, such activity can be carried on without subjecting the established land uses and zoning districts to undue interference or disturbance. For the purposes of this Resolution, the Township of Mifflin is hereby divided into the following Special Districts:

MH	Mobile Home Park District
RD	Recreational District

SECTION 300.1 OFFICIAL ZONING DISTRICTS MAP

All land in the Township of Mifflin within the scope of this Zoning Resolution is placed into Zoning Districts as is shown on the Zoning Districts Map of the Township of Mifflin, County of Richland, State of Ohio, which accompanies this Resolution, and said map with all notations, references, and other pertinent material shown thereon, is hereby made a part of this Resolution

as is fully described herein.

The Zoning Districts Map shall be identified by the signatures of the Township Trustees, attested by the Township Clerk, under the following words:

"This is to certify that this is the official Zoning Districts Map referred to in Section 300.1 of the Zoning Resolution of the Township of Mifflin, County of Richland, Ohio." (include date of adoption)

Wherever changes are made in the district boundaries or other matter portrayed on the official Zoning Districts Map, such changes shall be made on the official Zoning Districts Map after the amendment has been approved by Township Trustees together with an entry on the official Zoning Districts Map as follows:

"On (date), by official action of Township Trustees, the following changes were made (reference number to Township Trustees proceedings)."

Two (2) copies of the official Zoning Districts Map are to be maintained and kept up-to-date: One (1) in the Township Trustees office, and one (1) by the Zoning Inspector accessible to the public and shall be final authority as to the current zoning status of lands, buildings and other structures in the Township of Mifflin.

SECTION 300.2 INTERPRETATION OF ZONING DISTRICT BOUNDARIES

Where uncertainty exists with respect to the boundaries of any of the aforesaid districts as shown on the official Zoning Districts Map, the following rules shall apply:

1. Boundaries indicated as approximately following the center lines of streets, highways, or alleys, shall be construed to follow such center lines.
2. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines.
3. Boundaries indicated as approximately following the corporation boundary line shall be construed as following the corporation boundary line.
4. Boundaries indicated as following railroad tracks shall be construed to be midway between the main tracks.
5. Boundaries indicated as approximately following the center line of streams, rivers or other bodies of water shall be construed to follow such center lines.
6. Boundaries indicated as parallel to or extensions of features indicated in Subsections 1 through 5 above shall be so construed. Distances not specifically indicated on the official Zoning Districts Map shall be determined by the use of a scale shown on the Map.

SECTION 300.3 ZONING OF VACATED AREAS

Wherever any street, alley or other public way is vacated by action of the appropriate legislative body and in a manner authorized by law, the Zoning District adjoining each side of such street, alley or public way shall be automatically extended to the center line of such vacation and all areas included in the vacation shall then be subject to the same use, areas and height regulations of the extended district.

SECTION 300.4 DISTRICT REQUIREMENTS

All buildings and uses in any district shall be subject to the provisions of Article VIII, GENERAL PROVISIONS and Article IX, GENERAL EXCEPTIONS.

ARTICLE IV

STANDARD DISTRICT REGULATIONS

SECTION 400 REGULATION OF USE AND DEVELOPMENT

Regulations pertaining to the use of land and/or structures and physical development within each of the Zoning Districts, as adopted as a Standard Zoning District in Article III, and as shown on the Zoning Districts Map, are hereby established and adopted.

SECTION 400.1 PERMITTED USES

Only a use designated as a PERMITTED USE shall be allowed as a matter of right within a Zoning District and any use not so designated shall be prohibited except, when in character with the Zoning District, such additional uses may be added to the PERMITTED USES of the Zoning District by amendment of this Resolution.

SECTION 400.2 CONDITIONALLY PERMITTED USES

Except for sexually oriented businesses as defined in Section 405.3 (8), which such uses are exempted from the provisions of this Section, a use designated as a CONDITIONAL USE shall be allowed in a Zoning District when such CONDITIONAL USE, its location, extent and method of development will not substantially alter the character of the vicinity or unduly interfere with the use of adjacent lots in the manner prescribed for the Zoning District. To this end the Board of Zoning Appeals shall, in addition to the Development Standards for the Zoning District, set forth such additional requirements as will, in its judgment render the CONDITIONAL USE compatible with the existing and future use of adjacent lots and the immediately surrounding area.

SECTION 400.3 DEVELOPMENT STANDARDS

The DEVELOPMENT STANDARDS set forth shall be the minimum allowed for development in a Zoning District. If the development standards are in conflict with the requirements of any other lawfully adopted rules, regulations or laws, the more restrictive or higher standards shall govern.

SECTION 401 C-CONSERVATION DISTRICT

SECTION 401.1 PURPOSE

This District is established to provide for agricultural and conservation uses within outlying parts of the Township. The object of regulations in this district would be to discourage any development other than agriculture, recreation, or conservation projects.

SECTION 401.2 PERMITTED USES

1. Agricultural and accessory uses.
2. Single family residences and accessory uses.
3. Recreational uses other than those governmentally owned and/or operated for archery, boating, fishing, golfing, swimming and hunting, including public and private country clubs, riding stables, gun clubs and similar uses consistent with the rural character of the area, subject to the review and approval of a site plan as regulated in Article VIII, Section 800.18.
4. Water conservation uses including water supply works, flood control and water protection works, fish and game hatcheries and preserves, and other uses similar in character with the above specified uses.

SECTION 401.3 CONDITIONALLY PERMITTED USES

The following uses shall be permitted, subject to the conditions listed in Article VIII and subject further to the review and approval of the Township Zoning Board of Appeals:

1. Cemeteries subject to statutory limitations and further subject to the following conditions:
 - a. All structures and activity areas should be located at least one hundred (100) feet from all property lines.
 - b. All points of ingress and egress should be located no closer than two hundred (200) feet from the intersection of two major thoroughfares and no closer than one hundred (100) feet from the intersection of a major thoroughfare and a local or collector thoroughfare.
 - c. Points of ingress and egress shall be available only from abutting major thoroughfares or collector streets and shall not be available from any local residential street.
 - d. Site locations should be preferred that offer natural or man-made barriers that would lessen the effect of the intrusion of the non-residential use into a residential area.
2. Churches and other buildings for the purpose of religious worship, subject to the following conditions:
 - a. The proposed site shall have at least one (1) property line abutting a major thoroughfare as designated on the Comprehensive Plan. Points of ingress and egress to the site shall be available only from abutting major thoroughfares or collector streets or a service access road and shall not be available from any local

residential street.

- b. Wherever the off-street parking area is adjacent to land developed for one (1) family and two (2) family residential purposes, a continuous and obscuring year around greenbelt six (6) feet in height shall be provided along the sides of the parking area adjacent to the residential development. The greenbelt shall be further subject to the provisions of Article VIII, GENERAL PROVISIONS.
- 3. Parochial and other private elementary schools offering courses authorized by the State of Ohio, Department of Education, in general education.
- 4. Utility and public service buildings and uses (excluding storage yards), when operating requirements necessitate the locating of said building within the district in order to serve the immediate vicinity.
- 5. Telecommunication Towers subject to the following:
 - a. Such particular elements of public utilities are controllable under township zoning per Ohio Revised Code Section 519.11. See Section 900.2 of this Resolution for statements on CONDITIONAL USE requirements.

SECTION 401.4 AREA AND BULK REQUIREMENTS

See Section 407, "SCHEDEULE OF REGULATIONS," limiting the height and bulk of buildings, the minimum lot size, the maximum density permitted and establishing minimum yard setback requirements.

SECTION 402 R-1 RESIDENTIAL DISTRICT

SECTION 402.1 PURPOSE

The R-1 Residential Districts are established in recognition that sections of the Township include low to moderate density residential developments that are urban in character. Among these sections of the Township are lands that are served, or are capable of being serviced by centralized sewer and water facilities; lands where the established use, character and density of development would be best maintained by these regulations; sections of the Township where the general welfare is best served by the provisions of these Districts in providing essential services at an adequate level in an efficient and economical manner without overcrowding the land.

SECTION 402.2 PERMITTED USES

- 1. One Family Dwellings
- 2. Two Family Dwellings
- 3. Public schools, parks and recreational facilities

4. Cemeteries which lawfully occupied land at the time of adoption of this Resolution.
5. Accessory buildings and uses as regulated in Article VIII, GENERAL PROVISIONS, of this Resolution.
6. Automobile parking spaces as regulated in Article VIII, GENERAL PROVISIONS, of this Resolution.

SECTION 402.3 CONDITIONALLY PERMITTED USES

The following uses shall be permitted, subject to the conditions hereinafter imposed for each use, the provision of Article VIII, and subject further to the review and approval of the Zoning Board of Appeals:

1. Churches and other buildings for the purpose of religious worship, subject to the following conditions:
 - a. Buildings of greater than the maximum height allowed in Section 407, "SCHEDULE OF REGULATIONS," may be allowed provided front, rear and side yards are increased above the minimum required yard setback by one (1) foot for each one (1) foot the building exceeds the maximum height allowed.
 - b. Wherever the off-street parking area is adjacent to land developed for one (1) family and two (2) family residential purposes, a continuous and obscuring year around greenbelt six (6) feet in height and twelve (12) feet in width shall be provided along the sides of the parking area adjacent to the residential development. The greenbelt shall be further subject to the provisions of Article VIII, GENERAL PROVISIONS.
 - c. The proposed site shall have at least one (1) property line abutting an arterial thoroughfare as designated on the Comprehensive Plan. Access to and from the site shall be provided by a major thoroughfare or a service access road.
2. Parochial and other private elementary, intermediate schools offering courses in general education.
3. Private recreational areas, swimming pools, golf courses, tennis clubs, and institutional or community recreational centers subject to the following conditions:
 - a. The proposed site for any of the uses stated above shall have at least one (1) property line abutting an arterial thoroughfare, and the site shall be so planned as to provide all ingress and egress directly onto or from the arterial thoroughfare.
 - b. Front, side and rear yard setback shall be at least thirty (30) feet wide and shall be landscaped in trees, shrubs and grass.

- c. Whenever the intended use includes a swimming pool, said pool shall be provided with a protective fence six (6) feet in height measured above the level of the adjoining ground. The entry to and from the pool shall be by means of a controlled gate.
 - d. Lighting used to illuminate the intended uses of the property shall be shielded and arranged as to reflect light away from adjoining properties and public streets.
 - e. Off-street parking shall be provided as regulated in Article VIII, GENERAL PROVISIONS.
- 4. Utility and public service buildings and uses (excluding storage yards), when operating requirements necessitate the locating of said building within the district in order to serve the immediate vicinity.
- 5. Home occupations subject to the following conditions:
 - a. Such uses shall be secondary in importance to the use of the dwelling unit for dwelling purposes.
 - b. Home occupations shall be conducted by the resident with no additional employees.
 - c. Such occupations shall be carried on entirely within the dwelling unit and not in an accessory building. The garage may be used providing the occupation does not preclude the storage of the number of vehicles for which the garage was designed.
 - d. The home occupation shall not occupy more than thirty (30) percent of the gross first floor living area of any one (1) dwelling unit.
 - e. No activity, materials, goods or equipment indicative of the proposed use shall be visible from any public thoroughfare or adjacent property.
 - f. For purposes of advertising, there shall be no more than one (1) sign or identification plate to exceed two (2) square feet in area.
 - g. There shall be no extension or modification of said dwelling which will alter its outward appearance as a dwelling.
 - h. There shall be no more than one (1) home occupation being carried on in a single dwelling.
- 6. Family Care Homes provided that:
 - a. The home complies with all building, fire, health and safety standards.

- b. The home complies with, or will within a reasonable time comply with, all licensing requirements of the appropriate State agency.
 - c. Only one (1) family care home is located on a block face.
 - d. The total household size, including family members, parents, and supervisors, does not exceed ten (10) individuals.
- 7. Nursing homes, convalescent homes, rest homes, homes for the aged provided that:
 - a. Such use shall provide a minimum parking area of one (1) space for every three beds and one (1) additional space for each employee, plus maneuvering lanes.
 - b. Such use shall be located on a major thoroughfare or collector thoroughfare. These uses may not be located on dead-end residential streets.
 - c. The building shall be limited to two (2) stories in height.
- 8. Telecommunication Towers subject to the following:
 - a. Such particular elements of public utilities are controllable under township zoning per Ohio Revised Code Section 519.211. See Section 900.2 of this Resolution for statements on CONDITIONAL USE requirements.
- 9. Zero lot line common wall dwelling subject to the following conditions: (See definition #71a in SECTION 200.1 for “zero lot line common wall dwelling”)
 - a. A survey plat of the lot delineating a proposed split thereof for the proposed zero lot line common wall dwelling shall be submitted clearly showing the following:
 - 1) The minimum lot area requirement for each dwelling unit shall be 4,750 square feet.
 - 2) The minimum lot width requirement for each dwelling unit shall be forty (40) feet.
 - 3) Each dwelling unit shall further meet the requirements of SECTION 407, “SCHEDULE OF REGULATIONS,” of this resolution, limiting the height and bulk of buildings, the maximum density permitted and the minimum yard setback requirements.
 - 4) Each dwelling unit shall be provided with:
 - a) Separate water service lines installed to each dwelling unit from the front property line or the side or rear easement line. The

service lines shall have a separate curb type shut-off valve for each dwelling unit. If each dwelling unit is serviced by individual water wells, they shall meet the requirements of the Mansfield-Richland County Health Department.

b) Separate sanitary sewer laterals installed to each dwelling unit using a wye with a clean out to be located at the property line or easement line. If each dwelling unit is serviced by individual septic systems, they shall meet the requirements of the Mansfield-Richland County Health Department.

c) Electrical service from a common point and conduit raceway installed for the conductors serving the dwelling unit farthest from the meters.

d) Separate gas lines installed for each unit.

e) An easement provided for the installation of telephone and television cables.

5) If garages face the front, a common driveway is prohibited except for lots facing a cul-de-sac. The driveways must be separated by a four foot wide grass strip. The grass strip may be eliminated for lots on a cul-de-sac.

b. Any deed proposing to transfer a portion of a lot in conformity with these zero lot line common wall dwelling requirements shall be submitted for approval. Approval shall be stated on the deed providing there is attached thereto for filing a drawing prepared by a registered surveyor delineating the following information:

1) The size and dimension of the lot to be conveyed which shall not be less than 4,750 square feet and not less than forty (40) feet wide.

2) The exact "as built" location of the principal residential structure which shall meet the requirements of SECTION 407, "SCHEDULE OF REGULATIONS," of this resolution, limiting the height and bulk of buildings, the maximum density permitted and the minimum yard setback requirements.

3) The exact locations of all utility service lines from the mains to the dwelling unit. (Sewer, water, electrical, gas, etc.)

4) A detailed drawing reflecting the relationship between the common line and the common wall and a cross section of the common wall construction. Such drawing shall clearly delineate the relationships between the common wall and the property line.

- 5) The exact dimensions of easements as required for maintenance of the common wall which shall not be less than five (5) feet per side.
- 6) Notice in bold lettering notifying the potential purchaser of the responsibility for common maintenance and insurance of the dwelling unit. Insurance certificates shall be provided to owners of the opposite units on an annual basis as evidence of proper coverages.
- 7) In the event of a fire, the owner of the dwelling unit of the source of the fire shall be responsible for water, smoke and other fire related damage to the adjacent dwelling unit.

c. If such conditional zoning permit is approved and the "as built" survey plat is submitted as required herein, the requirements for side yard setback on the common wall side of the dwelling units shall be reduced to zero feet.

SECTION 402.4 AREA AND BULK REQUIREMENTS

See Section 407, "SCHEDULE OF REGULATIONS", limiting the height and bulk of buildings, the minimum lot size, the maximum density permitted and establishing minimum yard setback requirements.

SECTION 403 R-2 RESIDENTIAL DISTRICT

SECTION 403.1 PURPOSE

The R-2 Residential Districts are established in recognition that sections of the Township include moderate density residential developments that are urban in character and contain a substantial proportion of one (1), two (2) and multiple family dwellings. Among these sections of the Township are lands that are to be developed for urban purposes and served by centralized utility systems; or these facilities will be readily available with adequate capacity in the near future; lands where the established use, character and density of development would be best maintained by these regulations; sections of the Township where the general welfare is best served by the provisions of this District in providing essential services and facilities at an adequate level in an efficient and economical manner without overcrowding the land.

SECTION 403.2 PERMITTED USES

1. One family dwellings
2. Two family dwellings
3. Townhouse Dwellings provided that there will be no more than twelve (12) townhouse dwellings in any contiguous group.

4. Multiple Family Dwellings, two and one half (2½) stories or less subject to review and approval of a site plan by the Township Zoning Commission and subject further to the following:
 - a. Proposed development shall have one (1) property line abutting an arterial thoroughfare or the boundary line of a B-Business or I-Industrial District.
 - b. A twelve (12) foot wide greenbelt measured from the lot line shall be provided on those side or rear yards abutting a one (1) family or two (2) family residential development.
 - c. A six (6) foot high obscuring fence measured from the surface of the ground shall be provided wherever a parking lot abuts onto lot lines of a one (1) or two (2) family residential development. Such fence or screening devices shall not have any opening except such openings as may be required by the Fire Chief for vehicular or emergency access to the proposed development.
5. Public schools, parks and recreational facilities
6. Accessory buildings and uses as regulated in Article VIII, GENERAL PROVISIONS, of this Resolution.
7. Automobile parking spaces as regulated in Article VIII, GENERAL PROVISIONS, of this Resolution.

SECTION 403.3 CONDITIONALLY PERMITTED USES

The following uses shall be permitted, subject to the conditions hereinafter imposed for each use, the provision of Article VIII, and subject further to the review and approval of the Zoning Board of Appeals:

1. Churches and other buildings for the purpose of religious worship, subject to the following conditions:
 - a. Buildings of greater than the maximum height allowed in Section 407, "SCHEDULE OF REGULATIONS," may be allowed provided front, rear and side yards are increased above the minimum required yard setback by one (1) foot for each one (1) foot the building exceeds the maximum height allowed.
 - b. Wherever the off-street parking area is adjacent to land developed for one (1) family and two (2) family residential purposes, a continuous and obscuring year around greenbelt six (6) feet in height and twelve (12) feet in width shall be provided along the sides of the parking area adjacent to the residential development. The greenbelt shall be further subject to the provisions of Article VIII, GENERAL PROVISIONS.

- c. The proposed site shall have at least one (1) property line abutting an arterial thoroughfare as designated on the Comprehensive Plan. Access to and from the site shall be provided by an arterial thoroughfare or a service access road.
- 2. Parochial and other private elementary, intermediate schools offering courses in general education.
- 3. Private recreational areas, swimming pools, golf courses, tennis clubs and institutional or community recreation centers subject to the following conditions:
 - a. The proposed site for any of the uses stated above shall have at least one (1) property line abutting an arterial thoroughfare, and the site shall be so planned as to provide all ingress and egress directly onto or from the arterial thoroughfare.
 - b. Front, side and rear yard setback shall be at least thirty (30) feet wide and shall be landscaped in trees, shrubs and grass.
 - c. Whenever the intended use includes a swimming pool, said pool shall be provided with a protective fence six (6) feet in height measured above the level of the adjoining ground. The entry to and from the pool shall be by means of a controlled gate.
 - d. Lighting used to illuminate the intended uses of the property shall be shielded and arranged as to reflect light away from adjoining properties and public streets.
 - e. Off-street parking shall be provided as regulated in Article VIII, GENERAL PROVISIONS.
- 4. Utility and public service buildings and uses (excluding storage yards), when operating requirements necessitate the locating of said building within the district in order to serve the immediate vicinity.
- 5. Home occupations subject to the following conditions:
 - a. Such uses shall be secondary in importance to the use of the dwelling unit for dwelling purposes.
 - b. Home occupations shall be conducted by the resident with no additional employees.
 - c. Such occupations shall be carried on entirely within the dwelling unit and not in an accessory building. The garage may be used providing the occupation does not preclude the storage of the number of vehicles for which the garage was designed.
 - d. The home occupation shall not occupy more than thirty (30) percent of the gross

- first floor living area of any one (1) dwelling unit.
- e. No activity, materials, goods or equipment indicative of the proposed use shall be visible from any public thoroughfare or adjacent property.
- f. For purposes of advertising, there shall be no more than one (1) sign or identification plate to exceed two (2) square feet in area.
- g. There shall be no extension or modification of said dwelling which will alter its outward appearance as a dwelling.
- h. There shall be no more than one (1) home occupation being carried on in a single dwelling.

6. Nursery schools, day nurseries and day care centers subject to the following conditions:

- a. A minimum of one hundred and fifty (150) square feet of outdoor play area shall be provided for each child, separate from any required parking areas. Total outdoor play space shall have a minimum of five thousand (5000) square feet and shall be screened from any adjoining lot in any residential district by a fence or landscaping.
- b. Outdoor play area shall not be located within any front yard.
- c. One sign not exceeding four (4) square feet in area and mounted flush against the building, shall be permitted.
- d. All structures shall be located at least thirty (30) feet from side or rear property lines.
- e. All points of ingress and egress shall be located no closer than one hundred and fifty (150) feet from a street intersection measured from the street right-of-way lines.

7. Family Care Homes provided that:

- a. The home complies with all building, fire, health and safety standards.
- b. The home complies with, or will within a reasonable time comply with, all licensing requirements of the appropriate State agency.
- c. Only one (1) family care home is located on a block face.
- d. The total household size, including family members, parents, and supervisors, does not exceed ten (10) individuals.

8. Nursing homes, convalescent homes, rest homes, homes for the aged provided that:

- a. Such use shall provide a minimum parking area of one (1) space for every three beds and one (1) additional space for each employee, plus maneuvering lanes.
- b. Such use shall be located on a major thoroughfare or collector thoroughfare. These uses may not be located on dead-end residential streets.
- c. The building shall be limited to two (2) stories in height.

9. Telecommunication Towers subject to the following:

- a. Such particular elements of public utilities are controllable under township zoning per Ohio Revised Code Section 519.211. See Section 900.2 of this Resolution for statements on CONDITIONAL USE requirements.

10. Zero lot line common wall dwelling subject to the following conditions: (See definition #71a in SECTION 200.1 for “zero lot line common wall dwelling”)

- a. A survey plat of the lot delineating a proposed split thereof for the proposed zero lot line common wall dwelling shall be submitted clearly showing the following:
 - 1) The minimum lot area requirement for each dwelling unit shall be 3,750 square feet.
 - 2) The minimum lot width requirement for each dwelling unit shall be thirty-five (35) feet.
 - 3) Each dwelling unit shall further meet the requirements of SECTION 407, “SCHEDULE OF REGULATIONS,” of this resolution, limiting the height and bulk of buildings, the maximum density permitted and the minimum yard setback requirements.
 - 4) Each dwelling unit shall be provided with:
 - a) Separate water service lines installed to each dwelling unit from the front property line or the side or rear easement line. The service lines shall have a separate curb type shut-off valve for each dwelling unit. If each dwelling unit is serviced by individual water wells, they shall meet the requirements of the Mansfield-Richland County Health Department.
 - b) Separate sanitary sewer laterals installed to each dwelling unit using a wye with a clean out to be located at the property line or easement line. If each dwelling unit is serviced by individual septic systems, they shall meet the requirements of the Mansfield-Richland County Health Department.

- c) Electrical service from a common point and conduit raceway installed for the conductors serving the dwelling unit farthest from the meters.
 - d) Separate gas lines installed for each unit.
 - e) An easement provided for the installation of telephone and television cables.
- 5) If garages face the front, a common driveway is prohibited except for lots facing a cul-de-sac. The driveways must be separated by a four-foot wide grass strip. The grass strip may be eliminated for lots on a cul-de-sac.

b. Any deed proposing to transfer a portion of a lot in conformity with these zero lot line common wall dwelling requirements shall be submitted for approval. Approval shall be stated on the deed providing there is attached thereto for filing a drawing prepared by a registered surveyor delineating the following information:

- 1) The size and dimension of the lot to be conveyed which shall not be less than 3,750 square feet and not less than thirty-five (35) feet wide.
- 2) The exact "as built" location of the principal residential structure which shall meet the requirements of SECTION 407, "SCHEDULE OF REGULATIONS," of this resolution, limiting the height and bulk of buildings, the maximum density permitted and the minimum yard setback requirements.
- 3) The exact locations of all utility service lines from the mains to the dwelling unit. (Sewer, water, electrical, gas, etc.)
- 4) A detailed drawing reflecting the relationship between the common line and the common wall and a cross section of the common wall construction. Such drawing shall clearly delineate the relationships between the common wall and the property line.
- 5) The exact dimensions of easements as required for maintenance of the common wall which shall not be less than five (5) feet per side.
- 6) Notice in bold lettering notifying the potential purchaser of the responsibility for common maintenance and insurance of the dwelling unit. Insurance certificates shall be provided to owners of the opposite units on an annual basis as evidence of proper coverages.
- 7) In the event of a fire, the owner of the dwelling unit of the source

of the fire shall be responsible for water, smoke and other fire related damage to the adjacent dwelling unit.

- c. If such conditional zoning permit is approved and the "as built" survey plat is submitted as required herein, the requirements for side yard setback on the common wall side of the dwelling units shall be reduced to zero feet.

SECTION 403.4 AREA AND BULK REQUIREMENTS

See Section 407, "SCHEDULE OF REGULATIONS," limiting the height and bulk of buildings, the minimum lot size, the maximum density permitted and establishing minimum yard setback requirements.

SECTION 404B-1 NEIGHBORHOOD BUSINESS DISTRICT

SECTION 404.1 PURPOSE

The B-1 Neighborhood Business District is intended to encourage the grouping of small individual retail establishments to promote convenience in serving the daily needs of persons living in adjoining residential areas. These groups of establishments generally occupy sites that are in close proximity to the residential population to be served. The commercial establishments allowed in the B-1 Neighborhood Business District will be closely associated with residential, religious and educational land uses at the neighborhood level.

SECTION 404.2 PERMITTED USES

The following uses shall be permitted provided all points of ingress and egress shall be located no closer than two-hundred (200) feet from an intersection, measured from the street right-of-way lines. If the lot will not accommodate this required distance, the point of ingress and egress shall be as far away from the intersection as possible, but in no case shall it be closer than eighty (80) feet.

1. All uses permitted in R-1 and R-2 Residential Districts.
2. The following retail, personal service, business and professional office uses providing a six (6) foot high obscuring fence and a greenbelt at least (30) feet in width is provided on those side and rear yards abutting an R-Residential District.
 - a. Retail stores primarily engaged in selling merchandise for personal or household consumption and rendering services incidental to the sale of the goods, including, but not limited to the following:

Hardware stores
Grocery stores
Meat and Fish markets
Candy, Nut and Confectionery stores

Dairy Products stores
Retail Bakeries
Drug and Proprietary stores
Liquor stores
Florists
Toy and Gift stores

b. Personal Service Establishments, including , but not limited to the following:

Eating and drinking places (excluding those in the nature of a drive-in).
Self-service laundries
Beauty shops
Barber shops
Shoe repair shops, shoe shine shops
Radio and Television repair shops
Pressing, Alteration and Garment repair

c. Business and Professional Offices including, but not limited to the following:

Commercial and Stock Savings Banks
Credit Agencies
Personal Credit Unions
Insurance Agents, Brokers and Service
Real Estate Agents and Brokers
Offices of Physicians and Surgeons
Offices of Chiropractors
Legal Services

3. Accessory buildings and uses as regulated in Article VIII, GENERAL PROVISIONS of this Resolution.
4. Parking and loading as regulated in Article VIII, GENERAL PROVISIONS of this Resolution.

SECTION 404.3 CONDITIONALLY PERMITTED USES

The following uses shall be permitted, subject to the conditions hereinafter imposed for each use, the provision of Article VIII, and subject to the review and approval of the Township Zoning Board of Appeals and provided all points of ingress and egress shall be located no closer than two-hundred (200) feet from an intersection, measured from the street right-of-way lines. If the lot will not accommodate this required distance, the point of ingress and egress shall be as far away from the intersection as possible, but in no case shall it be closer than eighty (80) feet.

1. Gasoline service stations, subject to the following conditions:

- a. Such stations shall be used for the sale of gasoline, oil, minor accessories only.

No repair work will be done including vehicle body repair, painting, tire recapping, engine rebuilding, upholstering, auto glass work and such other activities where the external effects of the activity could adversely extend beyond the property line.

- b. Curb cuts for ingress and egress shall not be permitted at such locations that will tend to create traffic hazards in the streets immediately adjacent thereto.
- c. The minimum lot area shall be twelve thousand (12,000) square feet, with access drives so arranged that ample space is available for motor vehicles which are required to wait.
- d. The minimum lot width shall be at least one hundred (100) feet and pump islands shall be set back at least fifteen (15) feet (measured from the street right-of-way line). All buildings and other structures shall have a front yard setback of fifty (50) feet from the street right-of-way line.
- e. Underground storage gasoline tanks shall be located not less than fifty (50) feet from any R-Residential District only.
- f. Construction shall begin within one (1) year from the date of approval by the Township Board of Appeals.
- g. All lighting shall be shielded from all adjacent R-Residential Districts.
- h. Gasoline service stations shall provide a fence at least six (6) feet in height and a greenbelt at least twelve (12) feet in width on those side and rear lot lines abutting a R-Residential District only.
- i. Abandoned Service Stations

If any service station shall become abandoned, such service station shall be presumed to be a nuisance affecting or endangering surrounding property values and to be detrimental to the public health, safety, convenience, comfort, property or general welfare of the community and shall be abated. Abandoned is defined as a failure to operate said service station for at least three (3) consecutive months in any eighteen (18) month period.

Whenever the Zoning Inspector shall find any service station to be abandoned within the meaning of this Section, he shall give notice in the same manner as service of summons in civil cases, or by certified mail addressed to the owner of record of the premises at his last known address or to the address to which tax bills are sent, or by a combination of the foregoing methods, to abate such abandoned condition within one hundred and eighty (180) days either by placing the station in operation in accordance with this Resolution, adapting and using the building for another permitted business use, or by razing the service station

structure, removing the pumps and signs, abandoning underground storage tanks in accordance with accepted safe practice as prescribed by the National Fire Protection Association in Appendix "C" to N.F.P.A. No. 30; under the supervision of the Bureau of Fire Prevention of Mifflin Township and filling depressions to the grade level of the lot; provided, however, that if the station is in operation at the time notice is given and remains in operation for ninety (90) consecutive days thereafter, the provisions of this Section shall not apply; and provided, further, that if there should be declared a national emergency which would curtail the operation of motor vehicles or if the Trustees should determine that there exists a state of general economic depression, the provisions of this Section shall not apply.

Upon the failure, neglect or refusal of any owner to comply with the notice to abate such abandonment, the Building Inspector shall take such action as may be necessary to abate said nuisance.

Inoperative service stations which do not come within the definition of abandoned service station shall be maintained in accordance with the provisions of this Resolution and the owner shall cut all grass and remove all rubbish and weeds from the premises. The parking of motor vehicles upon said premises shall be prohibited and the owner shall place in the window of such service station a sign of at least ten (10) square feet in area notifying the public of this fact. Notwithstanding any other provision of this Resolution if the Zoning Inspector shall find that such notice is not complied with by the public, he may order the owner of the premises on which any station is inoperative for more than six (6) months to install fencing or barricade which will be sufficient to block motor vehicle access to said property.

- j. If rental trucks and trailers are stored on the premises, a minimum lot area of twelve thousand (12,000) square feet shall be devoted exclusively to service station use. The storage of rental trailers on such premises shall be provided in addition to the minimum lot area devoted to the gasoline service station and such storage space shall be provided behind the setback line of the main building.
2. Public utility buildings, telephone exchange buildings, electric transformer stations and substations, and gas regulator stations, excluding storage yards.

SECTION 404.4 AREA AND BULK REQUIREMENTS

See Section 407, "SCHEDULE OF REGULATIONS", limiting the height and bulk of buildings, the minimum lot size, the maximum density permitted and establishing minimum yard setback requirements.

SECTION 405 B-2 GENERAL BUSINESS DISTRICT

SECTION 405.1 PURPOSE

The B-2 General Business District is intended to encourage the concentration of a broad range of individual commercial establishments which together constitute an area of general commercial activity. The General Business District should be centrally located and accessible to the population served, and normally developed at the intersection of two major arterial thoroughfares at distances two (2) to five (5) miles apart.

SECTION 405.2 PERMITTED USES

The following uses shall be permitted provided all points of ingress and egress shall be located no closer than two-hundred (200) feet from an intersection, measured from the street right-of-way lines. If the lot will not accommodate this required distance, the point of ingress and egress shall be as far away from intersection as possible, but in no case shall it be closer than eighty (80) feet.

1. All uses permitted in B-1 Neighborhood Business District.
2. Retail stores primarily engaged in selling merchandise for personal or household consumption and rendering service incidental to the sale of the goods, including, but not limited to the following:
 - a. General Merchandise
Hardware stores
Department stores
Mail Order Houses
Limited Price Variety stores
Miscellaneous General Merchandise stores
 - b. Food
Grocery stores
Meat and Fish markets
Fruit stores and Vegetable markets
Candy, Nut and Confectionery stores
Dairy Products stores
Retail Bakeries
Miscellaneous Food stores
 - c. Apparel
Men and Boys Clothing and Furnishings
Women Accessory and Specialty stores
Women Ready-to-Wear stores
Children and Infants stores
Family Clothing stores
Shoe stores

- Custom Tailors
 - Furriers and Fur shops
 - Miscellaneous Apparel and Accessory stores
 - d. Home Furnishings
 - Furniture, Home Furnishings, and Equipment stores
 - Household Appliance stores
 - Radio, Television and Music stores
 - e. Eating and drinking places
 - f. Miscellaneous Retail
 - Drug stores and Apothecary shops
 - Liquor stores
 - Book and Stationery stores
 - Sporting Goods stores
 - Jewelry stores
 - Florists
 - Camera and Photographic Supply stores
 - Gift and Novelty shops
 - Miscellaneous retail stores, not elsewhere classified.
- 3. Personal and Consumer Service Establishments, including, but not limited to the following:
 - a. Business
 - Photographic studios
 - Beauty shops
 - Barber shops
 - Shoe repair shops and Hat Cleaning shops
 - Radio and Television repair shops
 - Pressing, Alteration and Garment repair
 - Miscellaneous Personal Services
 - b. Commercial recreational uses whose principal activity is located within an enclosed building; including bowling alley, billiard hall, skating rink, indoor swimming pool and similar forms of indoor recreational activities.
- 4. Automotive
 - Gasoline Service Stations
 - Automobile Rentals

5. Accessory buildings and uses as regulated in Article VIII, GENERAL PROVISIONS of this Resolution.

6. Parking and loading as regulated in Article VIII, GENERAL PROVISIONS of this Resolution.

SECTION 405.3 CONDITIONALLY PERMITTED USES

Except for sexually oriented businesses as defined in Section 405.3 (8), the following uses designated 1 thru 7 shall be permitted, subject to the conditions hereinafter imposed for each use, the provision of Article VIII, and subject to the review and approval of the Township Zoning Board of Appeals and provided all points of ingress and egress shall be located no closer than two-hundred (200) feet from an intersection, measured from the street right-of-way lines. If the lot will not accommodate this required distance, the point of ingress and egress shall be as far away from the intersection as possible, but in no case shall it be closer than eighty (80) feet.

1. Outdoor sales space for the exclusive sale of new or secondhand automobiles, house trailers, or rental of trailers and/or automobiles subject to the following restrictions:

- a. No lighting shall constitute a nuisance and shall in no way impair safe movement of traffic on any street or thoroughfare. No lighting shall shine directly onto adjacent properties.
- b. The lot or area shall be provided with a permanent, durable and dustless surface, and shall be graded and drained as to dispose of all surface water accumulated within the area.
- c. No major repair or major refinishing shall be done on the lot.

2. Motels subject to the following restrictions:

- a. Ingress and egress shall be provided so as not to conflict with the adjacent business uses or adversely effect the movement of traffic along a major thoroughfare.
- b. Each sleeping unit within the structure shall contain not less than two hundred (200) square feet of floor area.
- c. No guest shall establish permanent residence at a motel for more than thirty (30) days within any calendar year.

3. Automotive Car Washes subject to the following restrictions:

- a. A minimum setback of at least fifty (50) feet (measured from the street right-of-way line) shall be maintained.
- b. Stacking space for waiting automobiles is provided off the street and outside the

public right-of-way for at least twenty (20) motor vehicles.

- c. The lot area shall be provided with a permanent, desirable and dustless surface, and shall be graded and drained as to dispose of all surface water runoff.
- d. No lighting shall constitute a nuisance and shall in no way impair the safe movement of vehicles on adjacent thoroughfares nor shall any lighting shine directly onto adjacent properties.

4. Funeral homes and mortuaries subject to the following conditions:

- a. Adequate assembly area is provided off the street and outside the public right-of-way for vehicles to be used in funeral processions, and further provided that such assembly area is provided in addition to any required off-street parking area.
- b. All points of ingress and egress shall be off an arterial thoroughfare or collector street. Access shall not be permitted off a local residential street.

5. Retail sales of plant material not grown on the site, and sales of lawn furniture, playground equipment and garden supplies subject to the following restrictions:

- a. Such uses shall be located at the exterior end of the building masses located in an B-2 General Business District.
- b. Equipment including the sale of outdoor lawn furniture, playground equipment and garden supplies shall be provided with a four (4) foot high obscuring fence wherever the proposed use abuts onto a residential district and on the side abutting the residential district only.

6. Mini warehouse and storage facilities for storage of vehicles and goods not involving regular truck traffic, and only minimal loading and unloading subject to the following conditions:

- a. No lighting shall constitute a nuisance and in no way impair safe movement of traffic on any street or thoroughfare. No lighting shall shine directly onto adjacent properties.
- b. The lot or area shall be provided with a permanent, durable and dustless surface, and shall be graded and drained as to dispose of all surface water accumulated within the area.
- c. No major repair or major refinishing shall be done on the lot.
- d. A minimum setback of fifty (50) feet measured from the street right-of-way shall be maintained.

7. Truck transfer or terminal facilities, subject to the following conditions:
 - a. The site shall have direct and immediate access to the national highway system (I-71 or U.S. 30) and shall not involve travel through an existing residentially developed or residentially zoned area.
 - b. An obscuring fence or obscuring greenbelt six (6) feet in height shall be provided on those side and rear yards abutting an existing residential development or residential zoning district.
 - c. No lighting shall constitute a nuisance and shall in no way impair the safe movement of vehicles on adjacent thoroughfares nor shall any lighting shine directly onto adjacent properties.
 - d. The lot or area shall be provided with a permanent, durable and dustless surface, and shall be graded and drained as to dispose of all surface water accumulated within the area.
8. Sexually Oriented Businesses subject to the following:
 - a. As used in this section the following definitions shall apply:
 - (1) Sexually Oriented Business: An adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio or sexual encounter center.
 - (2) Adult Arcade: Any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of “specified sexual activities” or “specified anatomical areas.”
 - (3) Adult Bookstore or Adult Video Store: A commercial establishment which utilizes twenty-five percent (25%) or more of its retail selling area for the purpose of sale or rental for any form of consideration of any one or more of the following:
 - (a) books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides, or other visual representations which depict or describe “specified sexual activities” or “specified anatomical areas,” or
 - (b) instruments, devices or paraphernalia which are designed

for use in connection with “specified sexual activities.”

(4) Adult Cabaret: A nightclub, bar, restaurant or similar commercial establishment which regularly features:

- (a) persons who appear in a state of nudity; or
- (b) live performances which are characterized by the exposure of “specified anatomical areas” or by “specified sexual activities;” or
- (c) film, motion pictures, video cassettes, slides or other photographic reproductions which are characterized by the depiction or description of “specified sexual activities” or “specified anatomical areas.”

(5) Adult Motion Picture Theater: A commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly shown which are characterized by the depiction or description of “specified sexual activities” or “specified anatomical areas.”

(6) Adult Motel: A hotel, motel or similar commercial establishment which:

- (a) offers accommodations to the public for any form of consideration; provides patrons with closed circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproduction which are characterized by the depiction or description of “specified sexual activities” or “specified anatomical areas,” and has a sign visible from the public right-of-way which advertises the availability of this adult type of photographic productions; or
- (b) offers a sleeping room for rent for a period of time that is less than 10 hours; or
- (c) allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than 10 hours.

(7) Adult Theater: A theater, concert hall, auditorium, or similar commercial establishment which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of “specified sexual activities” or “specified anatomical areas.”

(8) Escort Agency: A person or business association who furnishes,

offers to furnish, or advertises to furnish escorts as one of its primary business purposes, for a fee, tip or other consideration.

(9) Nude Model Studio: Any place where a person who appears in a state of nudity or displays “specified anatomical areas” is provided to be observed, sketched, drawn, painted, sculpted, photographed or similarly depicted by other persons who pay money or any form of consideration.

(10) Sexual Encounter Center: A business or commercial enterprise that, as one of its primary business purposes, offers for any form of consideration:

(a) physical contact in the form of wrestling or tumbling between persons of the opposite sex; or

(b) activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or semi-nude.

(11) Specified Anatomical Areas: Human genitals in a state of sexual arousal.

(12) Specified Sexual Activities: Includes any of the following:

(a) the fondling or other erotic touching of human genitals, pubic region, buttocks, anus or female breasts;

(b) sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation or sodomy;

(c) masturbation, actual or simulated; or

(d) excretory functions as part of or in connection with any of the activities set forth in (a) through (c).

b. Sexually oriented businesses shall be permitted in the B-2 General Business District if the Board of Zoning Appeals determines that each of the following conditions have been met:

(1) That the parcel of land upon which the sexually oriented business is located is a minimum of five hundred (500) feet from the nearest parcel of land containing a school, church, residence or public park.

(2) That the parcel of land upon which the sexually oriented business is located is a minimum of five hundred (500) feet from any other parcel of land containing a sexually oriented business.

(3) Nothing in this Section shall be deemed to amend Chapter 2907, Sex Related Offenses of the Ohio Revised Code or otherwise make any conduct legal which is illegal under the Ohio Revised Code.

(4) All points of ingress and egress shall be located no closer than two-hundred (200) feet from an intersection, measured from the street right-of-way lines. If the lot will not accommodate this required distance, the point of ingress and egress shall be as far away from the intersection as possible, but in no case shall it be closer than eighty (80) feet.

c. The application and issuance of a Conditional Zoning Certificate for a sexually oriented business shall be as follows:

(1) An application for a Conditional Zoning Certificate shall be submitted by the applicant to the Board of Zoning Appeals on a form provided by the Township Zoning Inspector, accompanied by a filing fee of \$50.00 payable to Mifflin Township. Filing of the application is completed upon delivery to the Township office.

(2) The applicant shall provide with the application a site plan of the entire property being considered, drawn at a scale of 1"=100' and showing 1) all points of ingress and egress, and showing 2) the parcel's distance to be at least five hundred (500) feet from any parcel of land containing a school, church, residence or public park.

(3) The Board shall determine whether to issue a Conditional Zoning Certificate based solely on the standards set forth in Section 405.3 (8) (b) . The Board's decision to grant or deny the Certificate shall be made within thirty (30) days of the applicant filing a complete application. If no decision is made within thirty (30) days, the Certificate shall be issued.

SECTION 405.4

AREA AND BULK REQUIREMENTS

See Section 407, "SCHEDULE OF REGULATIONS," limiting the height and bulk of buildings, the minimum lot size, the maximum density permitted and establishing minimum yard setback requirements.

SECTION 406

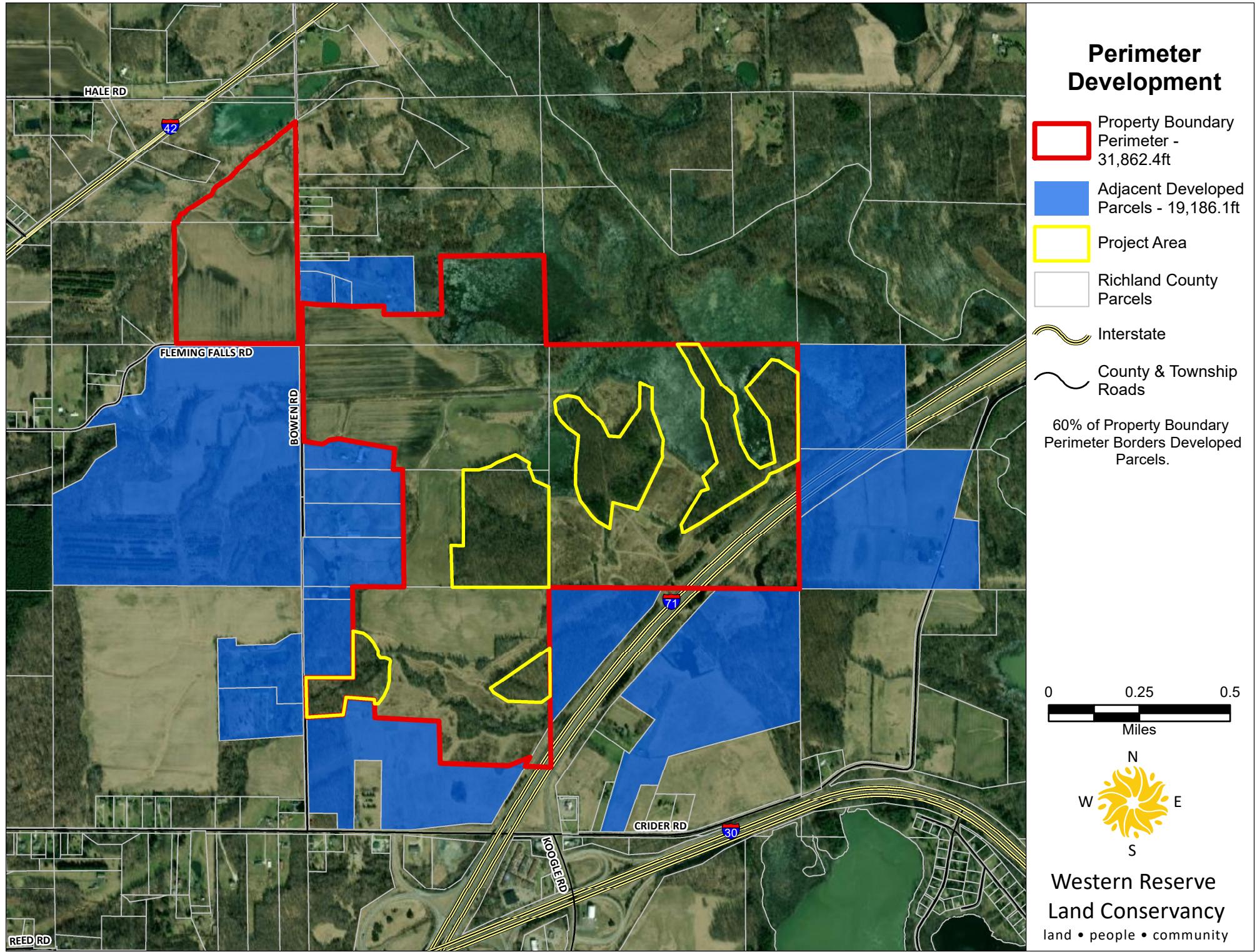
I-INDUSTRIAL DISTRICT

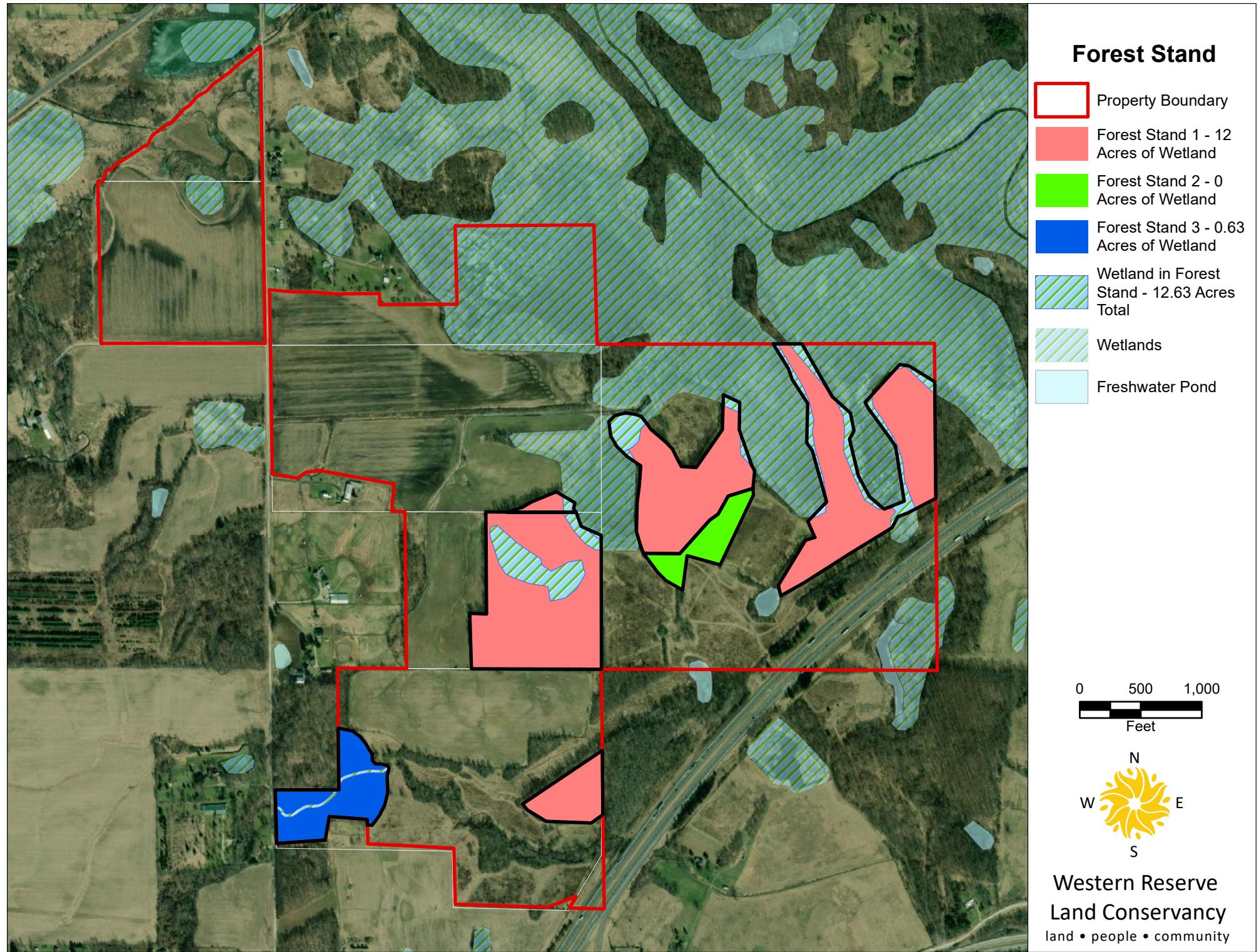
SECTION 406.1

PURPOSE

The I Industrial Districts are intended to accommodate uses which provide for the repair, storage, compounding, processing, manufacturing or assembling of materials or parts, provided that the emission of smoke, dust, fumes, vibration, odor and noise is restricted to the premises or held to minimum levels such that they will not have an adverse or detrimental effect on surrounding

Threat of Loss Demonstration





Attestation of No Double Counting and No Net Harm



Black Fork Forest 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, Black Fork Forest.

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 CO₂ for the project trees or for this project from any other organization or registry issuing credits for CO₂ storage.

3. No Double Counting by Seeking Credits for the Same Trees or Same CO₂ 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 CO₂ 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 December 6, 2022, by Robert B. Owen, Assistant Secretary for Western Reserve Land Conservancy.

Signature

440 528-4150

Phone

rowen@wrlandconservancy.org

Email

Attestation of Additionality

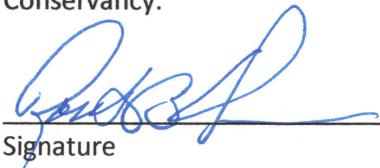


Black Fork Forest Attestation of Additionality

I am the Assistant Secretary of Western Reserve Land Conservancy and make this attestation regarding additionality from this tree preservation project, Black Fork Forest.

- 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 December 6, 2022, by Robert B. Owen, Assistant Secretary for Western Reserve Land Conservancy.

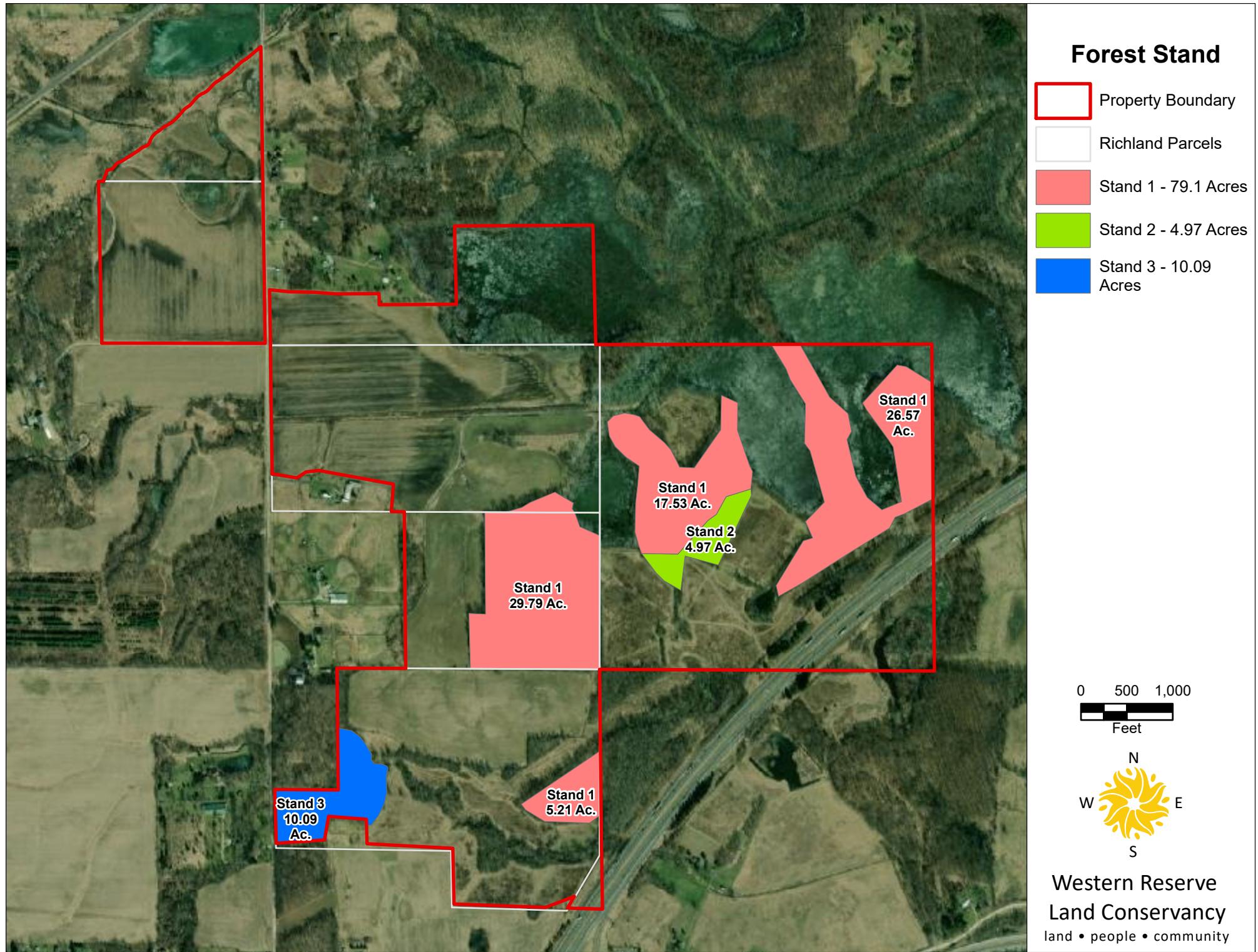

Signature

ROBERT B. OWEN
Printed Name

440 528-4150
Phone

rowen@wrlandconservancy.org
Email

Carbon Quantification Tool



Project Name	Black Fork Forest
Project Location	Mifflin Township
Carbon Quantification Summary	
94.160	Total Project Area Acres
apple Beech Birch, B3 - Oak Hickory, B4 - Oak Pine US Forest Service General Technical Report NE-343 - Table Number	11.1.A based on the GTR regions map and primary forest type
65	Stand age (years)
49.92964104	Biomass tCO ₂ /ac
183.1	Biomass tCO ₂ e/ac
97%	Percent cover
16,721	Project Stock, tCO ₂ e
13,377	Accounting Stock, tCO ₂ e
78.015%	Fraction at risk of tree removal
10,436	Avoided Biomass Emissions, tCO ₂ e
49.53%	Avoided impervious surface, percent
46,633	Avoided impervious surface, acres
4,045	Avoided Soil Carbon Emissions, tCO ₂ e
18.39	Displacement
1,910	Displaced Biomass Emissions, tCO ₂ e
1,226	Displaced Soil Emissions
8,526	Credits from Avoided Biomass Emissions, tCO ₂ e
2,820	Credits from Avoided Soil Emissions, tCO ₂ e
11,346	Total Credits attributed to the project, tCO ₂ e
1,135	Registry Reversal Pool Account (10%), tCO ₂ e
10,211	Total credits issued to the project, tCO₂e
108	Total credits issued to the project, tCO₂e/acre
Protocol Section Supplemental Information/Notes	
	include project area for all parcels enrolled in carbon project
	11.1.A determine using aerial photos
	11.1.A use appropriate GTR table and stand age, use bottom half of table, find years on the left and use 'total nonsoil' number
	11.1.A include i-Tree Canopy file containing coordinates of evaluated points
	11.1.A
	11.1.A
	11.2 Based on zoning - see 11.2 in preservation protocol
	11.2
	11.4 Based on zoning - see 11.4 in preservation protocol
	11.4
	11.5 Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area
	11.5 Assumes that redevelopment causes increase in impervious surface on redeveloped parcels

Year	Credits Issued This Year	Cumulative Credits Issued
1	5422	5422
2	4789	10211
3	0	10211
4	0	10211
5	0	10211

Project Name	Black Fork Forest	Fraction at risk of tree removal (section 11.2)
Project Location	Mifflin Township	B-2 Business Zoning
Stand	Stand 1 - E2 Zoning	
Carbon Quantification Summary		Protocol Section Supplemental Information/Notes
A14 - Oak Hickory	5.210 Total Project Area Acres	include project area for all parcels enrolled in carbon project
65	US Forest Service General Technical Report NE-343 - Table Number	11.1.A based on the GTR regions map and primary forest type
	Stand age (years)	11.1.A determine using aerial photos
	49.05 Biomass tC/ac	11.1.A use appropriate GTR table and stand age, use bottom half of table, find years on the left and use 'total nonsoil' number
	179.9 Biomass tCO2e/ac	11.1.A
	97% Percent cover	11.1.A include i-Tree Canopy file containing coordinates of evaluated points
	909 Project Stock, tCO2e	11.1.A
	727 Accounting Stock, tCO2e	11.1.A
	90% Fraction at risk of tree removal	11.2 Based on zoning - see 11.2 in preservation protocol
	654 Avoided Biomass Emissions, tCO2e	11.2
	90% Avoided Impervious surface, percent	11.4 Based on zoning - see 11.4 in preservation protocol
	4.688 Avoided Impervious surface, acres	11.4
	363 Avoided Soil Carbon Emissions, tCO2e	11.4
	18.3% Displacement	11.5 Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area
	120 Displaced Biomass Emissions, tCO2e	11.5
	110 Displaced Soil Emissions	11.5 Assumes that redevelopment causes increase in impervious surface on redeveloped parcels
	535 Credits from Avoided Biomass Emissions, tCO2e	
	253 Credits from Avoided Soil Emissions, tCO2e	
	788 Total Credits attributed to the project, tCO2e	
	79 Registry Reversal Pool Account (10%), tCO2e	
	708.86 Total credits issued to the project, tCO2e	
	136 Total credits issued to the project, tCO2e/acre	

Project Name	Black Fork Forest
Project Location	Mifflin Township
Stand	Stand 1 - R1 Zoning
Carbon Quantification Summary	
73.890	Total Project Area Acres
A14 - Oak Hickory	US Forest Service General Technical Report NE-343 - Table Number
65	Stand age (years)
49.05	Biomass tCO ₂ /ac
179.9	Biomass tCO _{2e} /ac
97%	Percent cover
12,890	Project Stock, tCO _{2e}
10,312	Accounting Stock, tCO _{2e}
75.384%	Fraction at risk of tree removal
7,774	Avoided Biomass Emissions, tCO _{2e}
41.88%	Avoided impervious surface, percent
30.945	Avoided impervious surface, acres
2,395	Avoided Soil Carbon Emissions, tCO _{2e}
18.3%	Displacement
1,423	Displaced Biomass Emissions, tCO _{2e}
726	Displaced Soil Emissions
6,351	Credits from Avoided Biomass Emissions, tCO _{2e}
1,669	Credits from Avoided Soil Emissions, tCO _{2e}
8,021	Total Credits attributed to the project, tCO _{2e}
802	Registry Reversal Pool Account (10%), tCO _{2e}
7,218.57	Total credits issued to the project, tCO _{2e}
98	Total credits issued to the project, tCO _{2e} /acre
Protocol Section	
Supplemental Information/Notes	
include project area for all parcels enrolled in carbon project	
11.1.A based on the GTR regions map and primary forest type	
11.1.A determine using aerial photos	
11.1.A use appropriate GTR table and stand age, use bottom half of table, find years on the left and use 'total nonsoil' number	
11.1.A	
11.1.A include i-Tree Canopy file containing coordinates of evaluated points	
11.1.A	
11.2 Based on zoning - see 11.2 in preservation protocol	
11.2	
11.4 Based on zoning - see 11.4 in preservation protocol	
11.4	
11.5 Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban	
11.5	
11.5 Assumes that redevelopment causes increase in impervious surface on redeveloped parcels	
Fraction at risk of tree removal (Section 11.2)	
309.45 Max potential dwelling units, at .2 acres/unit	
618.9 clearing at 2 ac/unit	
-557.010 remaining area	
-557.01. Potentially cleared, 10% of remaining area	
674.601 Total potentially cleared area	
913% Fraction potentially cleared of total project	
*Per 11.2.B, the smaller of 90% or the calculated fraction potentially cleared should be used. Since 90% is smaller than 913%, 90% was used.	
73.890 Project Area	
61.890 Project Area acres excluding wetlands	
0.9 Fraction of Project Area EXCLUDING wetlands at risk of development (per 11.2.B)	
55.701 Acres at risk of development	
Avoided Impervious Surface	
73.890 Project Area	
61.890 Project Area acres excluding wetlands	
0.5 Avoided impervious surface percent	
30.945 Acres of avoided impervious surface	
0.4188 Fraction of all Project Area of impervious surface	

Project Name	Black Fork Forest
Project Location	Mifflin Township
Stand	Stand 2 (R1 Zoning)
Carbon Quantification Summary	
A1 - white red jack pine	4.970 Total Project Area Acres
65	US Forest Service General Technical Report NE-343 - Table Number
	Stand age (years)
	44.5 Biomass tCO ₂ /ac
	163.2 Biomass tCO ₂ /ac
	97% Percent cover
	787 Project Stock, tCO ₂ e
	629 Accounting Stock, tCO ₂ e
	90% Fraction at risk of tree removal
	566 Avoided Biomass Emissions, tCO ₂ e
	50% Avoided impervious surface, percent
	2,485 Avoided impervious surface, acres
	318 Avoided Soil Carbon Emissions, tCO ₂ e
	18.3% Displacement
	104 Displaced Biomass Emissions, tCO ₂ e
	96 Displaced Soil Emissions
	463 Credits from Avoided Biomass Emissions, tCO ₂ e
	222 Credits from Avoided Soil Emissions, tCO ₂ e
	685 Total Credits attributed to the project, tCO ₂ e
	68 Registry Reversal Pool Account (10%), tCO ₂ e
	616.13 Total credits issued to the project, tCO₂e
	124 Total credits issued to the project, tCO₂e/acre
Protocol Section	
Supplemental Information/Notes	
include project area for all parcels enrolled in carbon project	
11.1.A based on the GTR regions map and primary forest type	
11.1.A determine using aerial photos	
11.1.A use appropriate GTR table and stand age, use bottom half of table, find years on the left and use 'total nonsoil' number	
11.1.A	
11.1.A include i-Tree Canopy file containing coordinates of evaluated points	
11.1.A	
11.1.A	
11.2 Based on zoning - see 11.2 in preservation protocol	
11.2	
11.4 Based on zoning - see 11.4 in preservation protocol	
11.4	
11.4	
11.5 Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area	
11.5	
11.5 Assumes that redevelopment causes increase in impervious surface on redeveloped parcels	
Fraction at risk of tree removal (section 10.2)	
24.85 Max potential dwelling units, at .2 acres/unit	
49.7 clearing at 2 ac/unit	
-44.730 remaining area	
-44.73 Potentially cleared, 10% of remaining area	
54.173 Total potentially cleared area	
100% Fraction potentially cleared of total project	
*Per 11.2.B, the smaller of 90% or the calculated fraction potentially cleared should be used. Since 90% is smaller than 109%, 90% was used.	

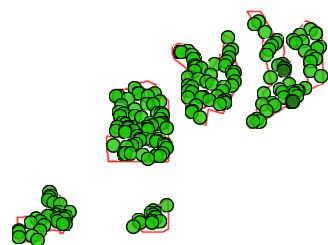
Project Name	Black Fork Forest	
Project Location	Mifflin Township	
Stand	Stand 3 (B2 zoning)	
Carbon Quantification Summary		
10.090	Total Project Area Acres	Protocol Section
A2 - Maple Beech Birch	US Forest Service General Technical Report NE-343 - Table Number	Supplemental Information/Notes
65	Stand age (years)	11.1.A based on the GTR regions map and primary forest type
59.5	Biomass tC/ac	11.1.A determine using aerial photos
218.2	Biomass tCO ₂ e/ac	11.1.A use appropriate GTR table and stand age, use bottom half of table, find years on the left and use 'total nonsoil' number
97%	Percent cover	11.1.A include i-Tree Canopy file containing coordinates of evaluated points
2,135	Project Stock, tCO ₂ e	11.1.A
1,708	Accounting Stock, tCO ₂ e	11.1.A
84.381%	Fraction at risk of tree removal	11.2 Based on zoning - see 11.2 in preservation protocol
1,441	Avoided Biomass Emissions, tCO ₂ e	11.2
84.381%	Avoided impervious surface, percent	11.4 Based on zoning - see 11.4 in preservation protocol
8.514	Avoided impervious surface, acres	11.4
969	Avoided Soil Carbon Emissions, tCO ₂ e	11.4
18.3% Displacement	264 Displaced Biomass Emissions, tCO ₂ e	11.5 Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban
	294 Displaced Soil Emissions	11.5 Assumes that redevelopment causes increase in impervious surface on redeveloped parcels
1,178	Credits from Avoided Biomass Emissions, tCO ₂ e	
675	Credits from Avoided Soil Emissions, tCO ₂ e	
1,853	Total Credits attributed to the project, tCO ₂ e	
185	Registry Reversal Pool Account (10%), tCO ₂ e	
1,667.65	Total credits issued to the project, tCO ₂ e	
165	Total credits issued to the project, tCO ₂ e/acre	
		Fraction at risk of tree removal (section 11.2)
		B-2 Business Zoning
		For Business Zoning, per 11.2.A, 90% of Accounting Stock can be counted as "Avoided Biomass Emissions"
		10.090 Project Area
		9.460 Project Area acres excluding wetlands
		0.9 Fraction of Project Area EXCLUDING wetlands at risk of development (per 11.2.B)
		8.514 Acres at risk of development
		0.84381 Fraction of all Project Area at risk of development
		Avoided Impervious Surface
		10.090 Project Area
		9.460 Project Area acres excluding wetlands
		0.9 Avoided impervious surface percent
		8.514 Acres of avoided impervious surface
		0.84381 Fraction of all Project Area of impervious surface

iTree Canopy Report

i-Tree Canopy

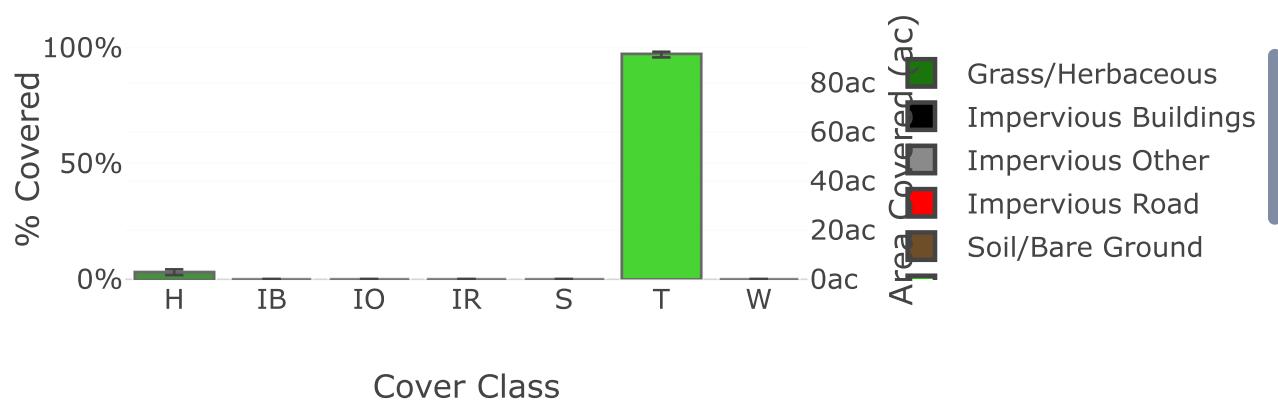
Cover Assessment and Tree Benefits Report

Estimated using random sampling statistics on 12/1/2022



Google

Land Cover



Abbr.	Cover Class	Description	Points	% Cover ± SE	Area (ac) ± SE
H	Grass/Herbaceous		6	3.00 ± 1.22	2.83 ± 1.15
IB	Impervious Buildings		0	0.00 ± 0.00	0.00 ± 0.00
IO	Impervious Other		0	0.00 ± 0.00	0.00 ± 0.00
IR	Impervious Road		0	0.00 ± 0.00	0.00 ± 0.00
S	Soil/Bare Ground		0	0.00 ± 0.00	0.00 ± 0.00
T	Tree/Shrub		194	97.00 ± 1.21	91.44 ± 1.14
W	Water		0	0.00 ± 0.00	0.00 ± 0.00
Total			200	100.00	94.27

Tree Benefit Estimates: Carbon (English units)

Description	Carbon (T)	±SE	CO ₂ Equiv. (T)	±SE	Value (USD)	±SE
Sequestered annually in trees	124.82	±1.55	457.68	±5.69	\$21,288	±265
Stored in trees (Note: this benefit is not an annual rate)	3,134.73	±38.98	11,494.02	±142.93	\$534,631	±6,648

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 CO₂, per ac/yr and rounded. Amount stored is based on 34.281 T of Carbon, or 125.697 T of CO₂, per ac and rounded. Value (USD) is based on \$170.55/T of Carbon, or \$46.51/T of CO₂ and rounded. (English units: T = tons (2,000 pounds), ac = acres)

Tree Benefit Estimates: Air Pollution (English units)

Abbr.	Description	Amount (lb)	±SE	Value (USD)	±SE
CO	Carbon Monoxide removed annually	103.31	±1.28	\$69	±1
NO2	Nitrogen Dioxide removed annually	570.71	±7.10	\$125	±2
O3	Ozone removed annually	4,408.55	±54.82	\$5,726	±71
SO2	Sulfur Dioxide removed annually	280.55	±3.49	\$19	±0
PM2.5	Particulate Matter less than 2.5 microns removed annually	225.22	±2.80	\$11,988	±149
PM10*	Particulate Matter greater than 2.5 microns and less than 10 microns removed annually	1,251.24	±15.56	\$3,922	±49
Total		6,839.57	±85.05	\$21,849	±272

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 1.130 @ \$0.67 | NO2 6.241 @ \$0.22 | O3 48.211 @ \$1.30 | SO2 3.068 @ \$0.07 | PM2.5 2.463 @ \$53.23 | PM10* 13.683 @ \$3.13 (English units: lb = pounds, ac = acres)

Tree Benefit Estimates: Hydrological (English units)

Abbr.	Benefit	Amount (gal)	±SE	Value (USD)	±SE
AVRO	Avoided Runoff	757.45	±9.42	\$7	±0
E	Evaporation	17,009.42	±211.52	N/A	N/A
I	Interception	17,120.12	±212.90	N/A	N/A
T	Transpiration	16,106.50	±200.29	N/A	N/A
PE	Potential Evaporation	109,390.84	±1,360.32	N/A	N/A
PET	Potential Evapotranspiration	90,219.12	±1,121.91	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 8.283 @ \$0.01 | E 186.013 @ N/A | I 187.224 @ N/A | T 176.139 @ N/A | PE 1,196.288 @ N/A | PET 986.628 @ 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.



DAVEY



Arbor Day Foundation™



Additional support provided by:



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

Id	Cover Class Description	Latitude	Longitude
1	Tree/Shrub	40.79636	-82.4083
2	Tree/Shrub	40.79128	-82.4079
3	Tree/Shrub	40.79485	-82.4106
4	Tree/Shrub	40.79877	-82.4071
5	Tree/Shrub	40.79842	-82.3983
6	Tree/Shrub	40.79985	-82.3986
7	Tree/Shrub	40.79156	-82.4155
8	Tree/Shrub	40.799	-82.398
9	Tree/Shrub	40.79512	-82.4101
10	Tree/Shrub	40.79139	-82.4152
11	Tree/Shrub	40.79499	-82.4096
12	Tree/Shrub	40.79921	-82.3996
13	Tree/Shrub	40.79454	-82.4084
14	Tree/Shrub	40.79761	-82.4051
15	Tree/Shrub	40.78993	-82.4175
16	Tree/Shrub	40.7949	-82.4101
17	Tree/Shrub	40.79547	-82.4021
18	Tree/Shrub	40.79919	-82.4009
19	Tree/Shrub	40.79547	-82.4084
20	Tree/Shrub	40.79574	-82.4107
21	Tree/Shrub	40.79369	-82.4086
22	Tree/Shrub	40.79439	-82.4085
23	Tree/Shrub	40.7988	-82.4066
24	Tree/Shrub	40.79071	-82.4145
25	Tree/Shrub	40.7966	-82.3995
26	Tree/Shrub	40.79656	-82.4004
27	Tree/Shrub	40.79578	-82.4085
28	Tree/Shrub	40.79562	-82.4109
29	Tree/Shrub	40.79704	-82.4042
30	Tree/Shrub	40.79684	-82.4065
31	Tree/Shrub	40.79405	-82.4079
32	Tree/Shrub	40.7959	-82.4015
33	Tree/Shrub	40.79876	-82.4039
34	Tree/Shrub	40.79933	-82.3998
35	Tree/Shrub	40.79375	-82.4095
36	Tree/Shrub	40.79671	-82.4087
37	Tree/Shrub	40.79883	-82.399
38	Tree/Shrub	40.79587	-82.4063
39	Tree/Shrub	40.79377	-82.4082
40	Tree/Shrub	40.79597	-82.41
41	Tree/Shrub	40.7952	-82.4106
42	Tree/Shrub	40.78955	-82.4163
43	Tree/Shrub	40.79086	-82.4087
44	Tree/Shrub	40.79082	-82.4088
45	Tree/Shrub	40.79024	-82.41
46	Tree/Shrub	40.79074	-82.4154

47 Tree/Shrub	40.79444	-82.4088
48 Tree/Shrub	40.79532	-82.4082
49 Tree/Shrub	40.79934	-82.4008
50 Tree/Shrub	40.79038	-82.4145
51 Tree/Shrub	40.7989	-82.4013
52 Tree/Shrub	40.79759	-82.398
53 Tree/Shrub	40.79948	-82.404
54 Tree/Shrub	40.79001	-82.4175
55 Tree/Shrub	40.79688	-82.4043
56 Tree/Shrub	40.79418	-82.4114
57 Tree/Shrub	40.79076	-82.4146
58 Tree/Shrub	40.79702	-82.4063
59 Tree/Shrub	40.79844	-82.4062
60 Grass/Herbaceous	40.79817	-82.4004
61 Tree/Shrub	40.8002	-82.402
62 Tree/Shrub	40.79862	-82.4063
63 Tree/Shrub	40.79673	-82.4097
64 Tree/Shrub	40.79503	-82.4104
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73 Tree/Shrub	40.79812	-82.4041
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75 Tree/Shrub	40.79563	-82.41
76 Tree/Shrub	40.79464	-82.4099
77 Tree/Shrub	40.79529	-82.4083
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80 Tree/Shrub	40.79843	-82.4062
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88 Tree/Shrub	40.79047	-82.4089
89 Tree/Shrub	40.79034	-82.4146
90 Tree/Shrub	40.79614	-82.4109
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94 Tree/Shrub	40.79674	-82.4097
95 Tree/Shrub	40.79715	-82.4001
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106 Tree/Shrub	40.79929	-82.3992
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108 Tree/Shrub	40.79686	-82.3994
109 Tree/Shrub	40.79962	-82.3983
110 Tree/Shrub	40.79895	-82.3983
111 Tree/Shrub	40.79794	-82.4057
112 Tree/Shrub	40.79618	-82.4092
113 Tree/Shrub	40.79627	-82.4011
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118 Tree/Shrub	40.79058	-82.4097
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122 Tree/Shrub	40.79657	-82.4092
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198 Tree/Shrub	40.79569	-82.4082
199 Tree/Shrub	40.79582	-82.411
200 Tree/Shrub	40.79742	-82.4059

Forest Composition Report and Site Photos

Black Fork Forest Preserve Forest Composition Report

Instructions – Complete the report by providing a thorough description of the forest as outlined below. Include photos (at least four-five for each parcel) in Exhibit A.

I am Alex Czayka, Chief Conservation Officer for Western Reserve Land Conservancy and created this Forest Composition Report for the Black Fork Forest Preserve (Project 027) on November 30, 2022. My educational background includes a bachelor's degree in biology and a master's degree in wetland ecology. Early in my career, I spent three years working for the Nature Conservancy on invasive species projects throughout northeast Ohio. I have been working at Western Reserve Land Conservancy for nearly ten years working on many types of forest projects, including forest preservation, forest management including sustainable forestry, and many other types of habitat conservation and restoration projects.

These descriptions were based upon ten site visits to the property from September 10, 2019 through November 17, 2022 with input from John Katko, a field biologist and naturalist; Sarah Kitson, a Western Reserve Land Conservancy Land Steward with an educational background in biology; and Robin Christensen, a Conservation Project Manager with an education background in applied ecology and natural resources management. Images from the site visits are included as Exhibit A on the document.

The Black Fork Forest Preserve Project Area is mixed successional growth forest that is interspersed with agricultural fields. All pockets of forest date back to at least the 1950's, based on continuous canopy coverage in historical imagery, landowner accounts, and my site visits. I would describe the stands as early to mid-successional forest, and the Project Area consists of three forest stands: Oak-hickory, oak-pine, and maple-beech-birch stands all at least 65 years. The three forest stands are each estimated to have at least between 470 to 545 stems per acre.

Stand 1, the largest portion of the forest, is a mid-successional forest that has been intact since at least the 1950's. The Stand is comprised of four pockets of upland forest that buffer agricultural fields and wetlands and was assigned Table B3 oak-hickory with a dominate canopy of white oak, red oak, and shagbark hickory with Ohio buckeye and sugar maple. The forest composition is uniform in density and tree size with trees ranging 8" to 2' in diameter at breast height (dbh). The stand is estimated to have at least 545 stems per acre. Fallen ash trees, that previously comprised a small percentage of the now-recovered canopy, are found throughout the forest floor. The remainder of the understory contains very little groundcover other than a significant layer of duff.

Stand 2, the smallest in the Project Area, is a mid-successional red pine dominated forest dating back to at least the 1950's. The Stand was assigned Table B4 oak-pine with a dominate canopy of red pine, red oak, and white oak with sugar maple and Ohio buckeye. The forest composition is uniform in density and tree size with trees ranging from 1 to 1.5' in dbh. The stand is estimated to have at least 510 stems per acre. The understory contains grape vines along with a few invasive species including privet and honeysuckle.

Stand 3, located on the edge of the property boundary, is an early to mid-successional forest assigned Table B2 Maple-Beech-Birch with a dominant canopy of beech, sugar maple, and red maple with

occasional black cherry and white oak. The forest composition is relatively uniform with trees ranging from 8" to 1.5' dbh and consistent density per acre. The stand is estimated to have at least 470 stems per acre. The understory contains skunk cabbage around the occasional forest seeps but otherwise has sparse groundcover.

Table 1. Forest composition breakdown (*include for each parcel or stand*)

Stand size (acres)	79.1 acres	4.97 acres	10.09 acres
Stand age (years)	65 years	65 years	65 years
GTR table	Central oak-hickory stands (A14)	Northeast, pine stand (A1)	Northeast, maple-beech-birch stands (A2)
	Stand 1	Stand 2	Stand 3
	Oak 55%	Pine 75%	Beech 40%
	Hickory 25%	Oak 10%	Maple 35%
	Maple 10%	Maple 5%	Black cherry 10%
	Buckeye 5%	Buckeye 5%	Oak 10%
	Other 5%	Other 5%	Other 5%

Signed on November 30 in 2022, by Alex Czayka, Chief Conservation Officer, Western Reserve Land Conservancy.


Signature

440-813-4664
Phone

aczayka@wrlandconservancy.org
Email

Exhibit A – Forest Photos

Stand 1



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9

Stand 2



Photo 10



Photo 11



Photo 12



Photo 13

Stand 3



Photo 14



Photo 15



Photo 16

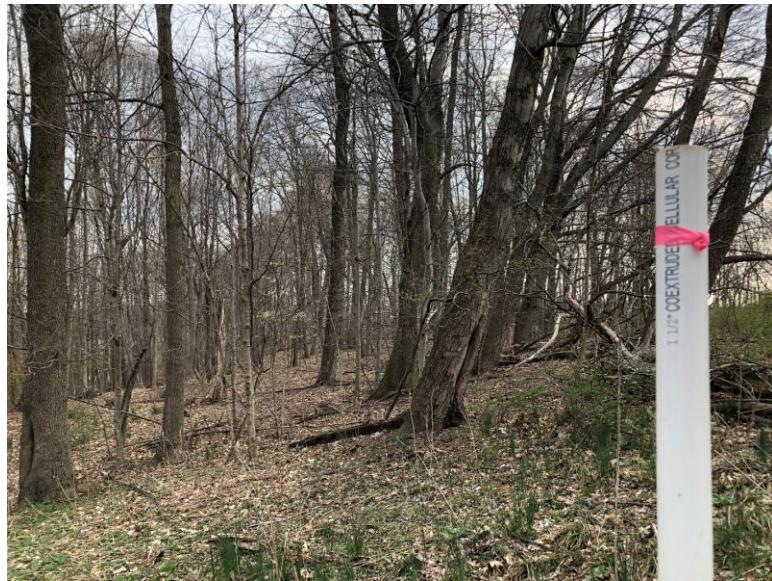


Photo 17



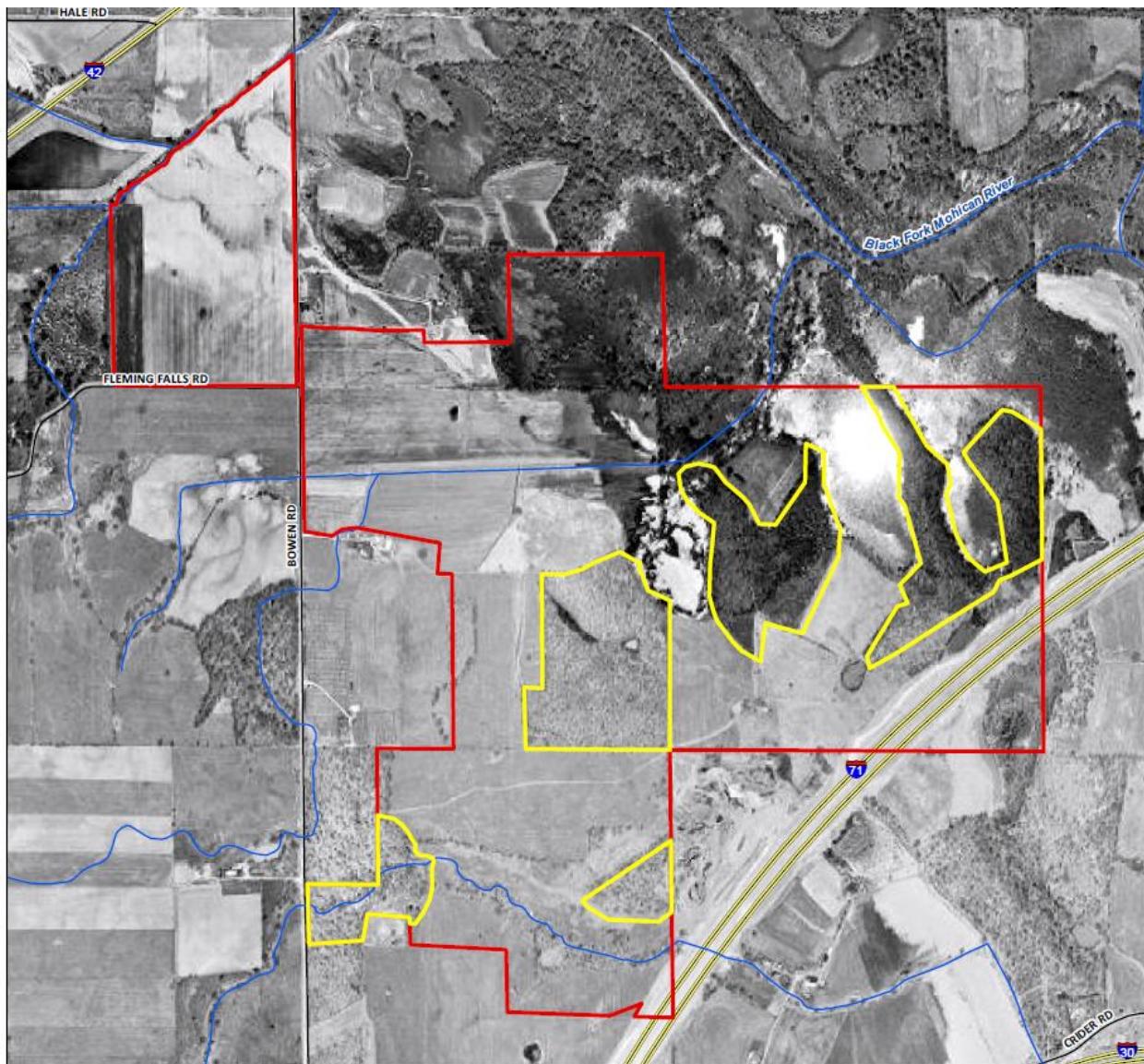
Photo 18

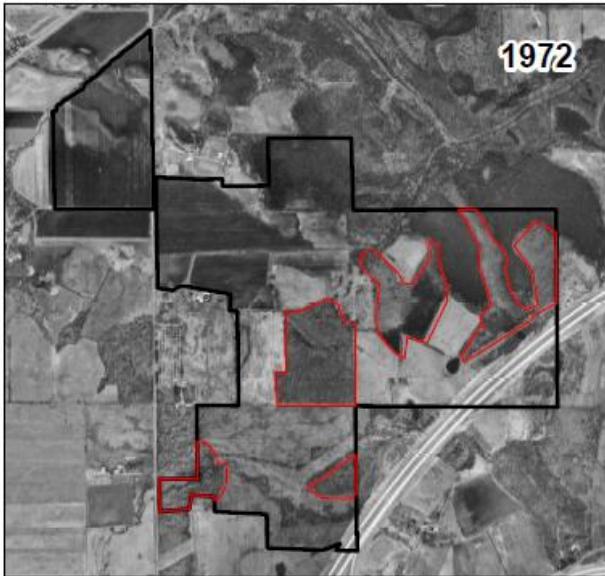
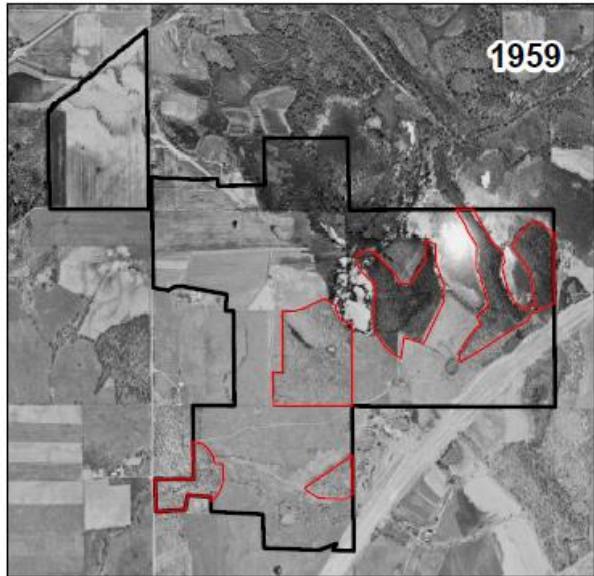


Photo 19

Exhibit B – Historical Imagery

1959





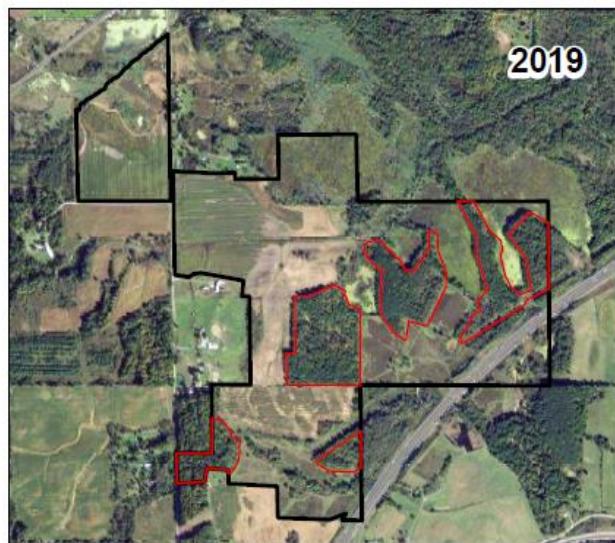
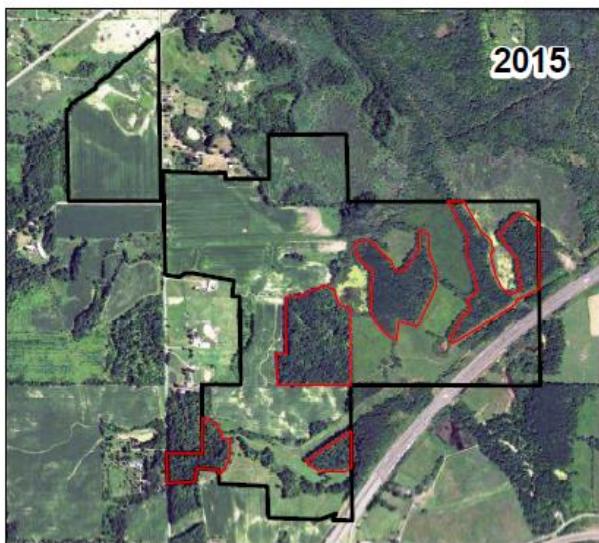
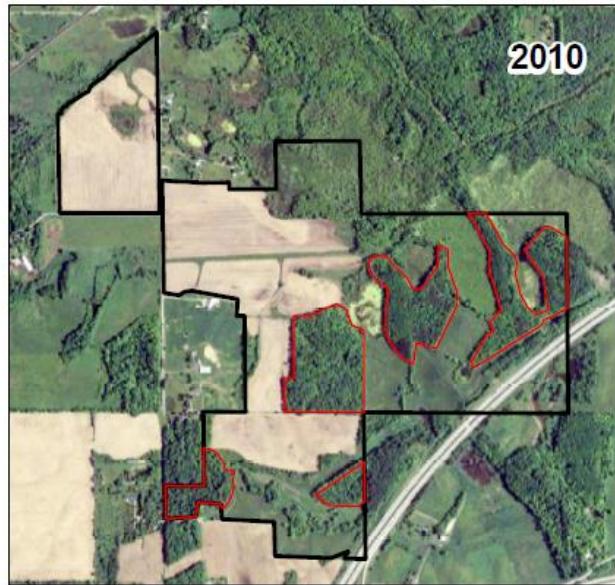
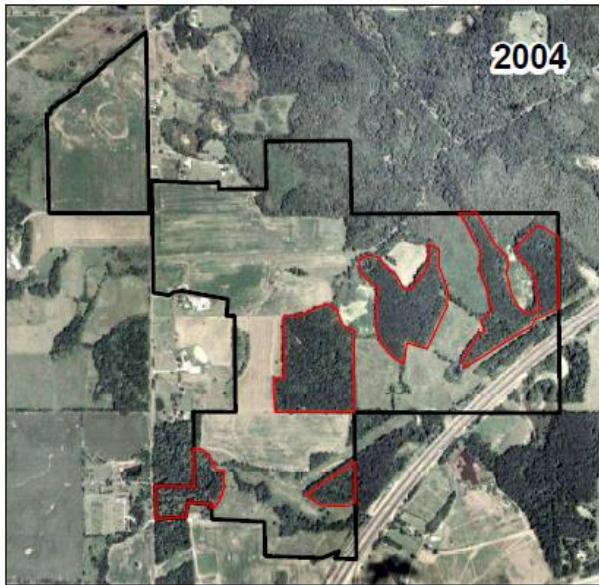


Exhibit C – Forest Stands Map

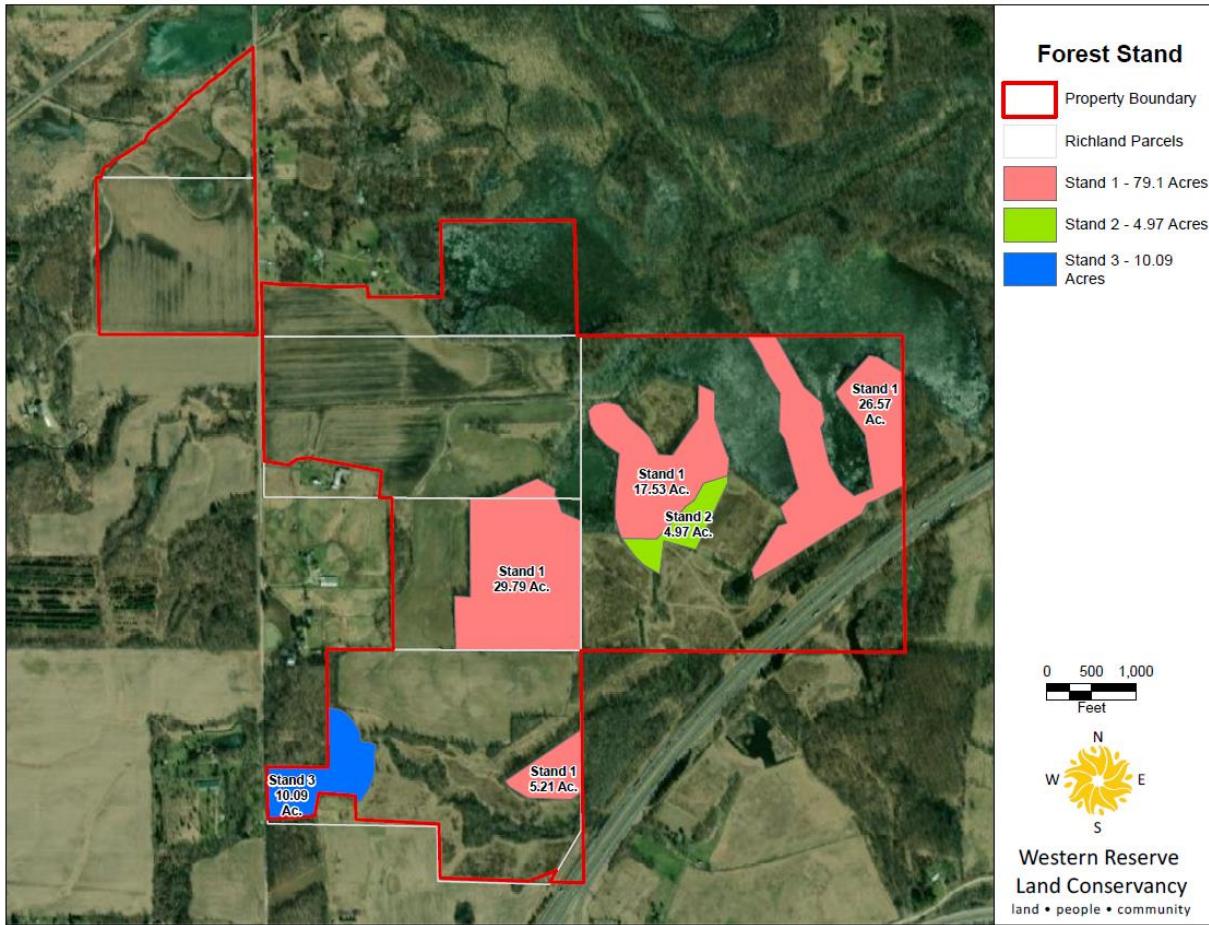
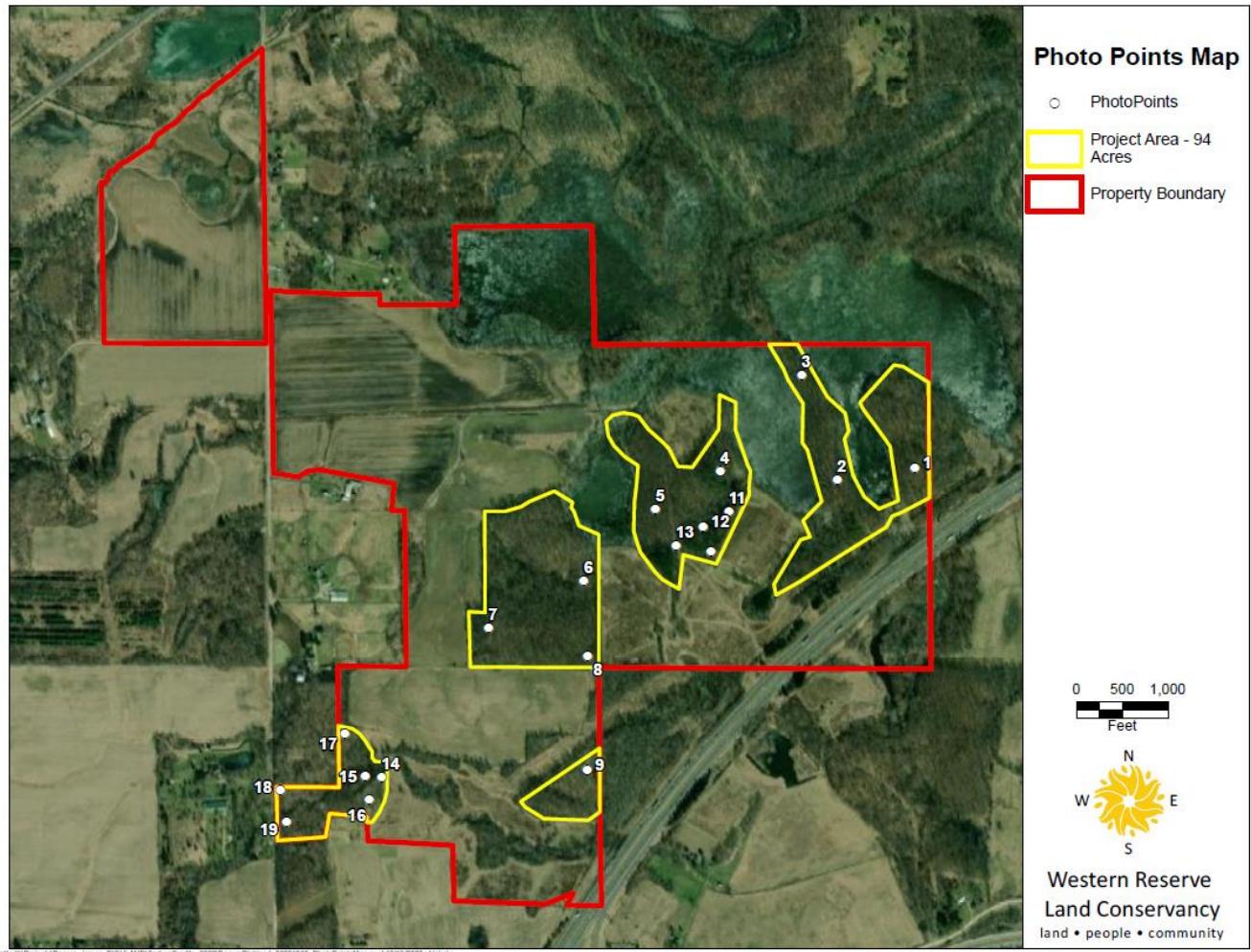
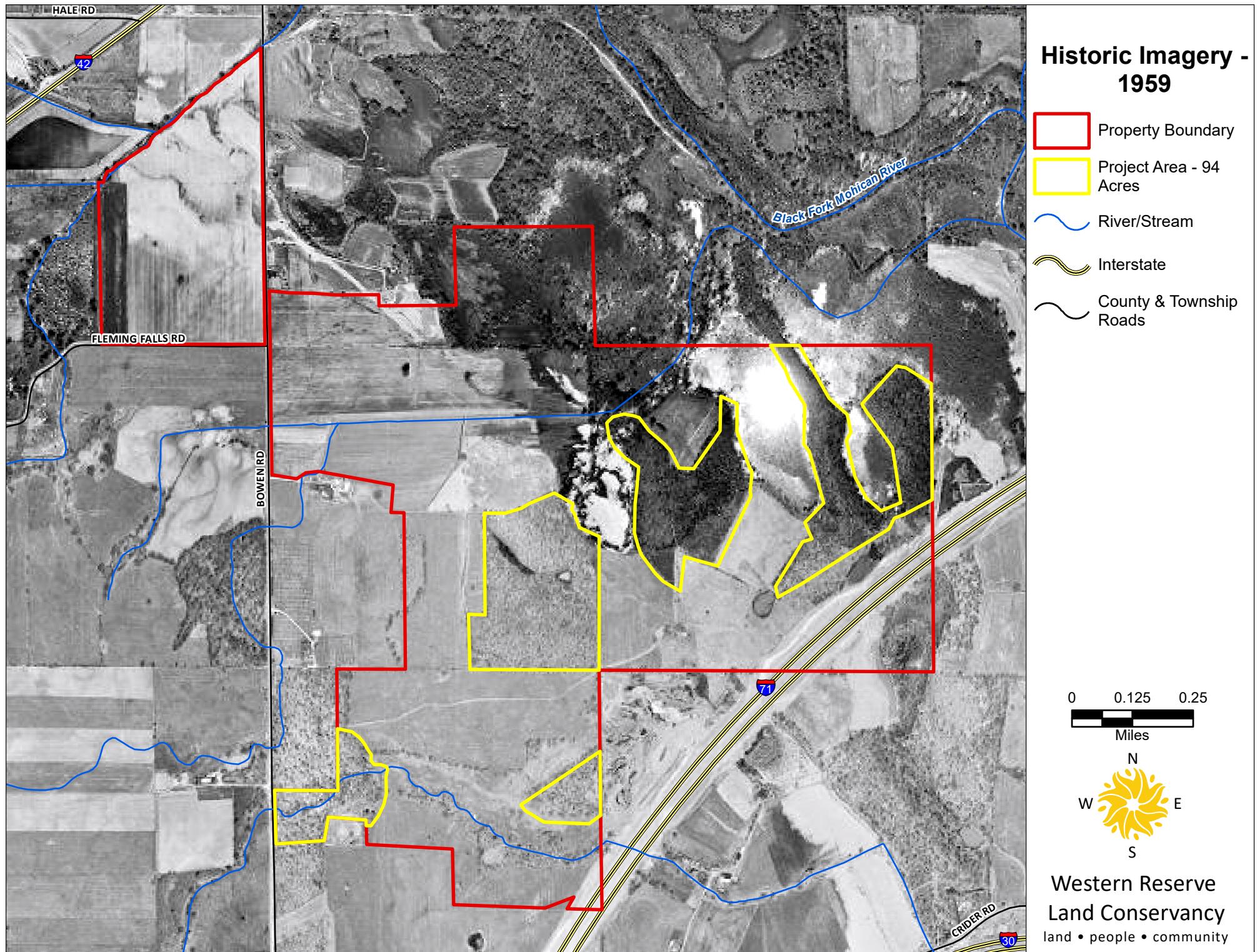
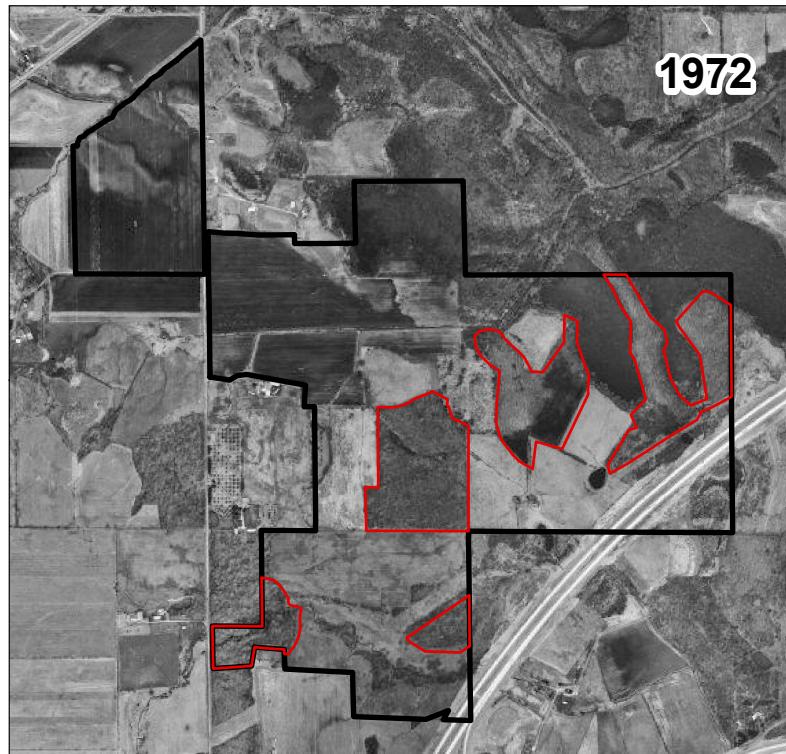
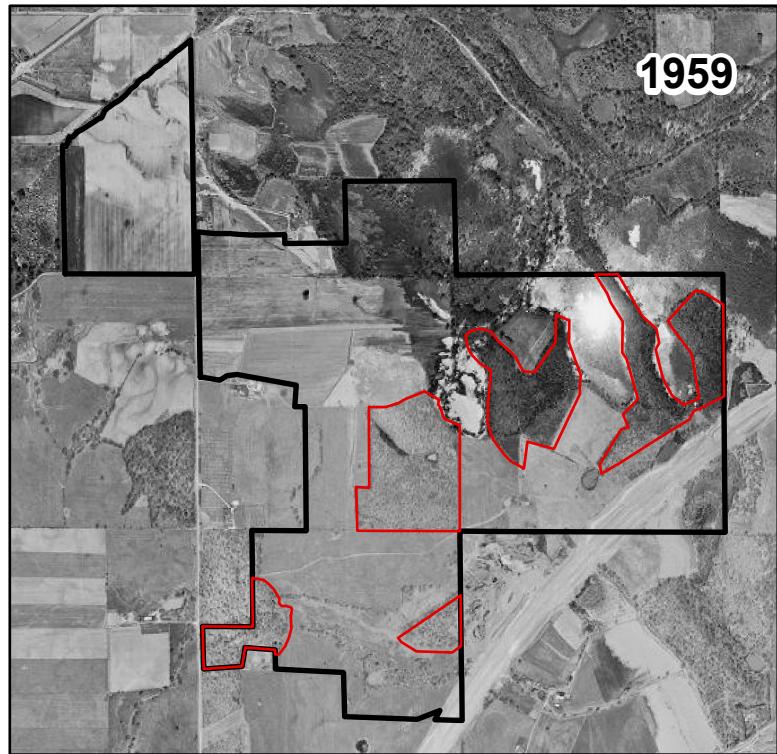


Exhibit D – Photo Points Map



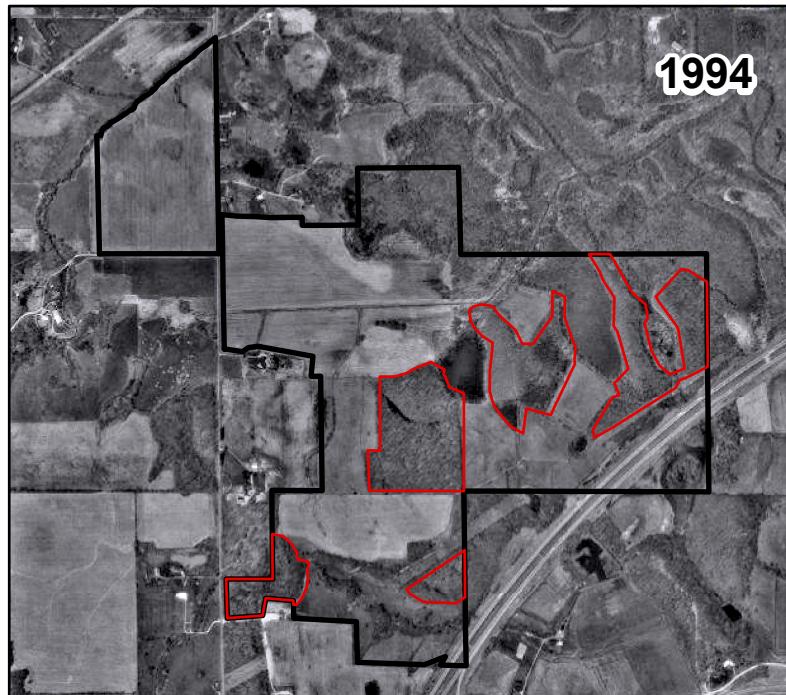
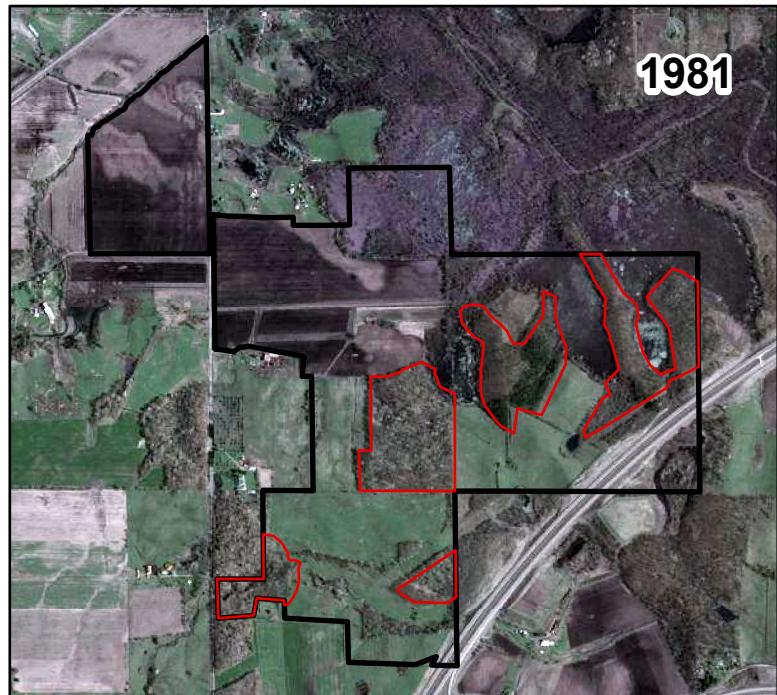
Historical Photos





Forest Age

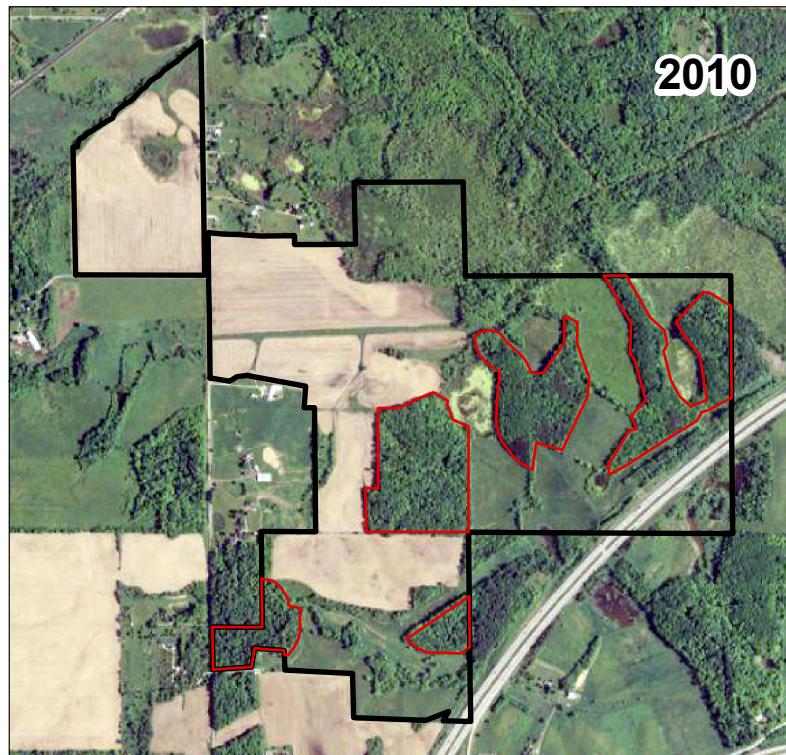
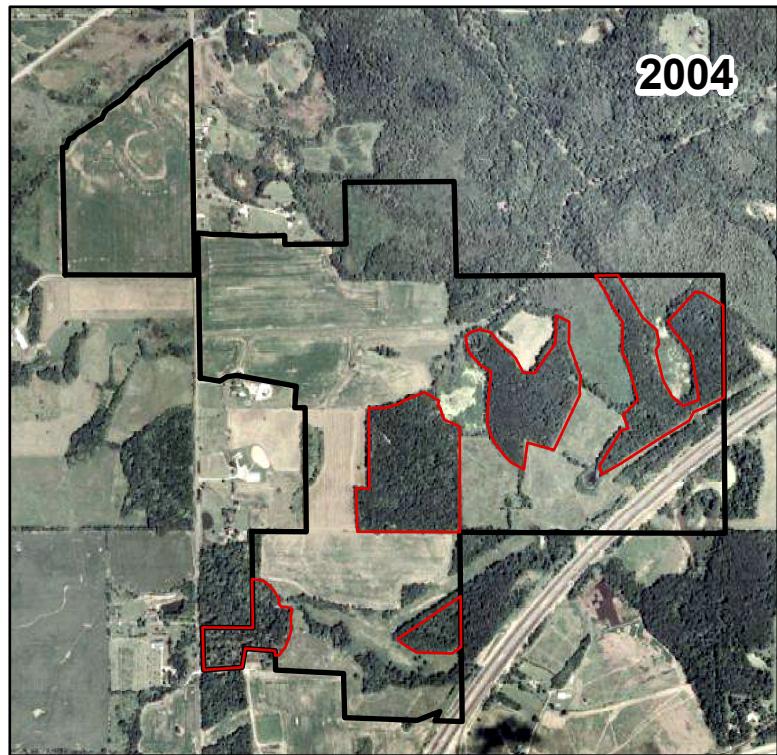
- Project Area - 94 Acres
- Property Boundary



0 0.25 0.5
Miles

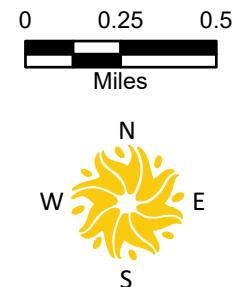
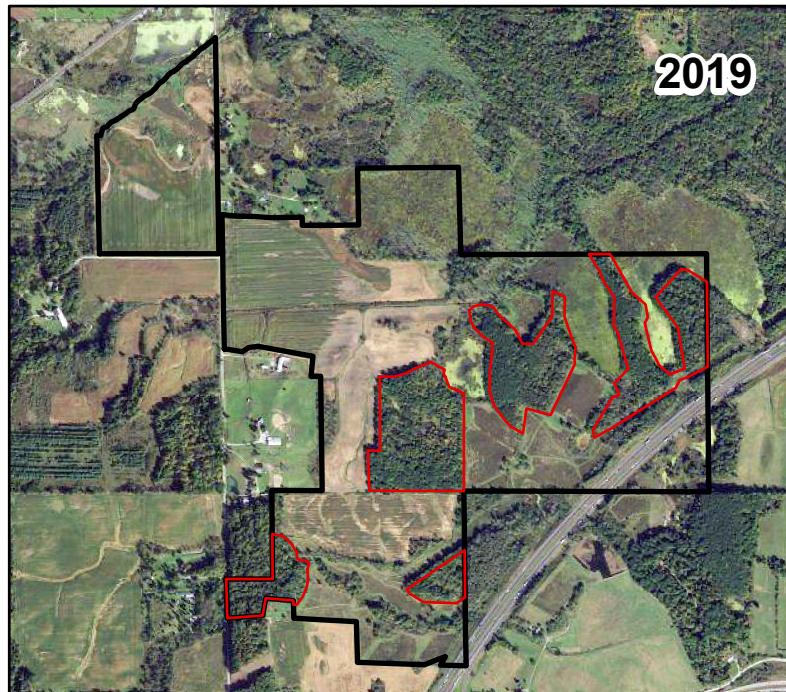
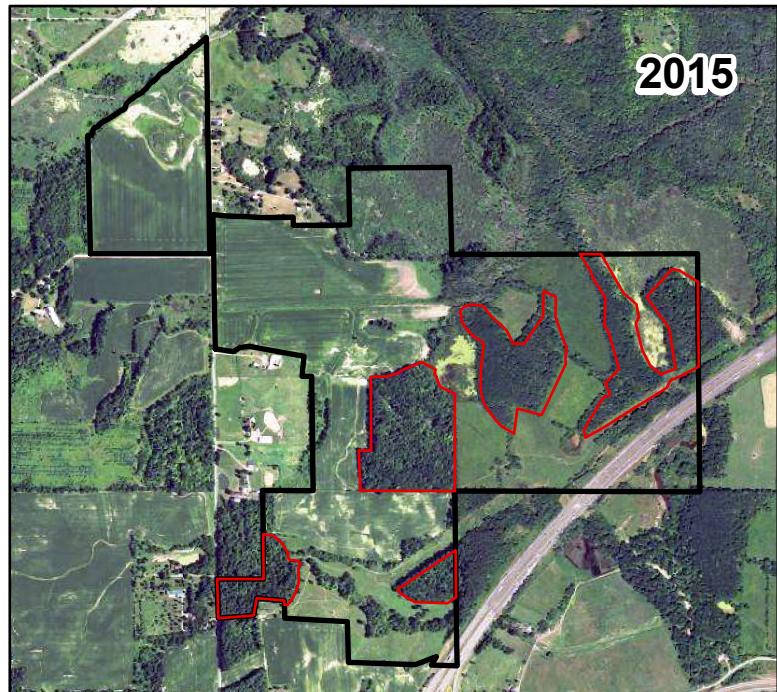


Western Reserve
Land Conservancy
land • people • community



Forest Age

- Project Area - 94 Acres
- Property Boundary



Western Reserve
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Cobenefit Calculator

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Light yellow background denotes an input cell ->



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) Use i-Tree Canopy, or another tool, to estimate the amount of non-tree cover area (acres) (Cell F18) in the project area.

3) Total Project Area should be reflected in cell G18 in acres. Cell G15 should equal 100%.

Table 1. Tree Cover

	Deciduous Tree Cover	Coniferous Tree Cover	Total Tree Cover	Non-Tree	Total Project Area
Percent (%)	92%	5%	97%	3%	100%
Area (sq miles)	0.135	0.008	0.143	0.004	0.15
Area (m ²)	349,484	20,113	369,597	11,453	381,049
Area (acres)	86.36	4.97	91.33	2.83	94.16

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Using the information you provide on tree canopy cover, the tool provides estimates of co-benefits in Resource Units and \$ per year.

Table 2. Co-Benefits per year with current tree canopy cover.

Ecosystem Services	Resource Unit Totals	Total Value (\$)
Rain Interception (m ³ /yr)	48,521.6	\$102,555.56
Air Quality (t/yr)		
O ₃	1.7132	\$3,566.89
NO _x	0.7428	\$1,546.58
PM ₁₀	0.8671	\$3,268.52
Net VOCs	0.1081	\$113.30
Air Quality Total	3.4313	\$8,495.29
Energy (kWh/yr & kBtu/yr)		
Cooling - Electricity	143,714	\$20,134.34
Heating - Natural Gas	5,895,100	\$82,450.58
Energy Total (\$/yr)		\$102,584.92
Grand Total (\$/yr)		\$213,635.77

\$8,545,430.94

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
- Reduce stormwater runoff or improve infiltration rates
- Design project to reduce human exposure to specific pollutants or toxins
- Other

The Project Area is located along a major interstate, and the trees protected for the Black Fork Forest Preservation project will continue to screen pollutants from this highly-trafficked road. Protecting the forest that buffers this road from surrounding residents will also provide the benefit of noise reduction.

SDG 13 - Climate Action

Goal: Take urgent action to combat climate change and its impacts.

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

- Plant or protect trees to reduce or remove air pollutants
- Plant or protect trees to create shade or reduce temperatures to relieve urban heat effects
- Promote community capacity for social and climate resilience by engaging local residents or users in tree management, or other events to connect people to the project
- Reflect cultural traditions and inclusive engagement for climate resilience
- Design project to improve soil health
- 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
- Plant or protect trees to reduce stormwater runoff
- Select water-efficient trees for climate zone and drought resistance
- Create and/or enhance wildlife habitat
- Other

In addition to reducing pollutants and improving soil health, the protected forest stands provide critical wildlife habitat. The site serves as habitat for state-listed bird and bat species that rely on forests for breeding, foraging, and nesting. Species identified onsite include the Ohio Species of Interest red-headed woodpecker.

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:

- Plant or protect trees to reduce stormwater runoff
- Select water-efficient trees for climate zone and drought resistance
- Create and/or enhance wildlife habitat to improve local biodiversity
- Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- Prevent soil erosion by protect steep slopes
- Improve infiltration rates
- Other

The Project Area is located adjacent to agricultural fields that will be restored. Protection of the forest stands interspersed with fields that will be planted with native plants and trees will benefit these restoration efforts by providing buffer for the recovering fields. The preserved forest will reduce stormwater runoff and reduce threat of soil erosion on the recovering fields.

Summary of Project Social Impacts



The Project Area is located along a major interstate, and the trees protected for the Black Fork Forest Preservation project will continue to screen pollutants from this highly-trafficked road. Protecting the forest that buffers this road from surrounding residents will also provide the benefit of noise reduction.



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