



# Winton and Westmark Woods Forest Preservation Project 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 does an independent check of all documents and compliance with the Protocol known as verification.*

*The Protocol Requirements at the end of this document are a list of eligibility requirements for informational purposes which are also found in more detail in the CFC Tree Preservation Protocol Version 12.40, dated February 22, 2023.*

*Project Operators should enter data and supporting attachments starting on page 3 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). Keep all instructions in the document.*

*Below is a list of documents that are needed to complete a successful project:*

- *Geospatial Location Map*
- *Regional Map*
- *Project Area Map*
- *Proof of Land Ownership or Agreement to Transfer Credits*
- *Preservation Commitment*
- *Land Use Regulations*
- *Land Use/Zoning Map*
- *Overlay Zones or Restrictions*
- *Threat of Loss Demonstration*
- *Attestation of No Double Counting and No Net Harm*
- *Attestation of Additionality*
- *Carbon Quantification Calculator*
- *iTree Canopy Report and raw data*
- *Forest Composition Report*
- *Forest Age Imagery*
- *Stand Map*
- *Co-Benefit Quantification Calculator*
- *Social Impacts*



## PROJECT OVERVIEW

**Project Name:** Winton and Westmark Woods Forest Preservation Project

**Project Number:** 55

**Project Type:** Preservation Project (under the Tree Preservation Protocol – version 12.40, dated February 22, 2023)

**Credit Commencement Date:** May 14, 2024

**Project Location:** Winton: City of Cincinnati, Ohio; Westmark: Springfield Township, Hamilton County, Ohio

**Project Operator Name:** Cardinal Land Conservancy (“Cardinal”)

**Project Operator Contact Information:** Jack Stenger, Land Manager, 513-752-2828, [jack@Cardinallandconservancy.org](mailto:jack@Cardinallandconservancy.org)

### **Project Description:**

*Describe overall project details and goals as summarized in application. Include information about where the Project is located, Project Area acreage and other relevant background. If the Project Area is part of a larger program or preservation effort, include one sentence with more information (2 paragraphs).*

The Winton Preserve and Westmark Woods Forest Preservation Project (“Project”) consists of two disjunct properties, called Winton Nature Preserve and Westmark Woods Nature Preserve. The Winton Nature Preserve is within the City of Cincinnati, Ohio, and Westmark Woods Nature Preserve is within Springfield Township, Hamilton County, Ohio. The project preserved 26.77 acres of forest across the two properties (11.19 acres of Winton, and 15.58 acres of Westmark). Both properties consist of native ruderal forest types due to mixed composition of climax forest species typical of the area, and generalist native species that colonize areas with historical disturbance.

Project goals include numerous community and environmental benefits, including carbon sequestration, wildlife habitat, and passive recreation for underserved communities. Cardinal owns both properties and they are protected from development in perpetuity by deed restrictions recorded May 14, 2024. Additionally, Cardinal is part of a regional conservation and planning coalition, Green Umbrella’s Greenspace Alliance (GUGA), and both the Winton and Westmark properties are included in the Prioritization Plans as part of the initiative.

## DEFINING THE PROJECT AREA (Section 1.3 and 1.4)

### **Project Area Location**

*Describe the city, town, or jurisdiction where the Project is located. State which urban location criteria is met from Protocol Section 1.3.*

The Project meets urban location criteria 1.3.B. as both properties are within the an Urban Area as designated by the U.S. Census Bureau.

### **Project Area Parcel Information**

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

Property	Municipality	Parcel Number	Notes <i>Include total acres and acres included in Project Area</i>
Winton	City of Cincinnati, Ohio	023700020016	5929 Winton Rd, Cincinnati, OH 45232 Portion of parcel included – 11.19 acres out of 18.92 total acres
Westmark	Springfield Township, Hamilton County, Ohio	059002300031	914 Compton Rd, Cincinnati, OH 45231 Portion of parcel included – 15.58 acres out of 25.61 total acres
		<b>Total Project Area</b>	26.77

### Project Area Maps

*Provide three maps of the Project Area that illustrate the location: geospatial location, regional, and detailed. Maps should include project title, relevant urban or town boundaries, defined Project Area, and legend.*

- Geospatial Location Map  
*Show the boundaries of the Project Area in a KML, KMZ, or shapefile format*  
Attachment:  
1 Winton & Westmark Shapefiles
- Regional Map  
*Show where the Project Area is located in relation to the state and/or region*  
Attachment:  
2 Winton & Westmark Regional Map
- Detailed map of Project Area  
*Show the Project Area and parcel boundaries.*  
Attachment:  
3 Winton & Westmark Project Area Maps

### 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 Project Operator is the landowner, attach a deed showing ownership and explanation of when the property was acquired. If the Project Operator is not the landowner, provide the Agreement between Project Operator and landowner authorizing Project Operator to execute this project.*

#### Name of landowner of Project Area and explanation

Cardinal Land Conservancy owns both properties within the Project Area. Cardinal acquired the Winton Preserve property on September 19, 2022, utilizing funds from the Clean Ohio Greenspace Program.

Cardinal acquired the Westmark Woods property on November 16, 2021, with funds from the Clean Ohio Greenspace Program.

Attachment:

4 Winton & Westmark Recorded Deeds

## PROJECT DURATION (Section 2.2)

*Project Operator commits to the 40- or 100-year project duration requirement through a signed Project Implementation Agreement with City Forest Credits and agrees to the statement below.*

Project Operator has committed to the 40-year project duration and signed a Project Implementation Agreement with City Forest Credits on December 1, 2023.

## PRESERVATION COMMITMENT (Section 4.1)

*Describe the Preservation Commitment terms and attach 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:** 40 years

**Date recorded:** May 14, 2024

### **Preservation Commitment Explanation:**

The Declaration of Restrictions recorded on May 14, 2024, restrict the removal of trees on the properties according to the following language located in Section 1 of the Declaration in Attachment 5: "Declarant shall not cut down, destroy, or remove trees located on the Property, except as necessary or desirable to control or prevent hazard, disease, or fire or to improve forest health. Recreational non-motor-use trails have negligible or de minimis impacts on biomass and carbon stock and are permissible."

Attachment:

5 Winton & Westmark Deed Restrictions

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

*Demonstrating the Threat of Loss is shown in several ways: land use designation that allows a non-forest use, overlay zones, existing restrictions, and one of three conditions that illustrate pressure to convert the Project Area to a non-forest use.*

### **Land use designation**

*Describe the land use designation, including what types of non-forest use it allows. Attach a copy of the relevant land use designations, which may include development regulations such as zoning ordinances.*

*Include a map depicting the designation of the relevant municipality, with the Project Area boundaries clearly indicated on the map.*

The Winton property is zoned as SF-6 Single-family Residential (6,000 sf). The SF-6 district is intended to provide areas for medium density, single-family residential land uses developed in subdivisions.

The Westmark property is zoned as R-PUD, or Residential Planned Unit Development District. R-PUD allows any use permitted either as a principal or conditional use in the R-1, R-1A, R-2, or R-3 Districts. The residential districts are intended to provide areas for single-family residential land uses developed in subdivisions.

Attachment:  
6 Winton & Westmark Zoning Maps

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

*Describe any overlay zones that prohibit development or forest clearance such as critical areas, wetlands, or steep slopes and their protection buffers. Describe any legal encumbrances or other pre-existing tree/forest restrictions that may have hindered removal of the Project Trees (in the pre-Preservation Commitment condition). If present, attach a copy of the applicable restriction and a map depicting the overlay boundaries, with the Project Area boundaries clearly indicated on the map.*

The Winton property is within the Hillside Overlay District. Chapter 1433 of the Cincinnati, Ohio, Municipal Code lists development requirements within Hillside Overlay Districts. Provided that an application to develop on a hillside meets all code requirements, it is allowed (Attachment 7a.). Additionally, there is evidence that the land surrounding the Winton property, also within the Hillside Overlay District, was developed into residential neighborhoods, as shown on the Hillside Districts layer of the Cincinnati zoning map (Attachment 7b.). Additionally, there is a small stream that runs through the Northwest corner of the Winton project area as shown on project maps. Cardinal removed 0.43 acres from the Project Area, a 25-foot buffer on either side. Although, as shown in Attachment 7c., the Cincinnati Zoning Office confirmed that at this time there are no zoning regulations for stream corridors, but Cardinal wanted to remain conservative.

The Westmark property project area was reduced from the size noted in the application, as 9.94 acres were within the FEMA-designated floodway and floodplain, zone AE. Though there may be an opportunity to develop within the floodplain upon reviewing the Hamilton County Flood Damage Prevention Regulations, the Project Operator opted to remove all areas within zone AE, to remain conservative. However, though this area was removed from crediting, the R-PUD zoning resolution states that there must be 10% of land area across the entire tract reserved as common open space. Open space may include parkland, open areas, drainage ways, and other lands of essentially open or undisturbed or improved character (Attachment 7, f). Therefore, the floodway and floodplain would serve as common open space in a credible development scenario.

Attachment:  
7 Winton & Westmark Zoning Documentation

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

*Describe one of the three threat of loss conditions that are applicable prior to the Preservation Commitment. Provide supporting evidence such as maps, sale or assessed value documentation, or appraisal information.*

- A) *Developed or improved uses surrounding at least 30% of perimeter of Project Area*
  - *A map depicting the Project Area with parcel boundaries, perimeter of developed or improved uses, and calculation of the border with these uses*
- B) *Sold, conveyed, or assessed in past three years at value greater than \$8K/acre for bare land*
  - *A settlement statement, assessor statement, or other evidence of land transaction*
- C) *Fair market value higher after conversion to a non-forested use*
  - *A “highest and best use” study from a state certified general real estate appraiser stating that the Project Area Would have a fair market value after conversion to a non-forested “highest and best use” greater than the fair market value after preservation]*

The project is in a highly developed area of the City of Cincinnati and surrounding Springfield Township, Hamilton County, Ohio. The Winton property is surrounded by 85.4% developed use, and the Westmark property is surrounded by 74.5% developed use. Averaged together 79.29% of the properties are surrounded by developed use, which includes the following land uses listed from the highest amount of shared boundary to the lowest: residential neighborhoods, public roads, a working farm, a construction debris landfill, a school, and an electrical power transmission substation. This meets Protocol Section 4.4 A – “is surrounded on at least 30% of its perimeter by non-forest, developed, or improved uses, including residential, commercial, agricultural, or industrial.

Attachment:

8 Winton & Westmark Threat of Loss Demonstration Maps

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

*Complete and attach the following attestation: Attestation of No Double Counting of Credits and Attestation of No Net Harm. Provide any additional notes as relevant. Provide a map that includes both the Project Area and the closest registered urban forest Preservation Project based on the registered urban forest preservation database KML/Shapefile provided by CFC to demonstrate that the Project does not overlap with any existing urban forest carbon preservation projects.*

Project Operator has mapped the Project Area against the registered urban forest preservation project database and determined that there is no overlap of Project Area with any registered urban forest preservation carbon project.

Project Operator has signed the Attestation of No Double Counting of Credits and No Net Harm on April 29, 2024.

Attachment:

9a Winton & Westmark Attestation of No Double Counting\_No Net Harm

9b Winton & Westmark No Double Counting Map

## ADDITIONALITY (Section 6)

*Additionality is demonstrated by the Project 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 this 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
  - See Demonstration of Threat of Loss section above
- The land use designation/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 also embedded 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. Leakage is prevented by a deduction for displaced development in Protocol Section 11.4.

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 and manage the existing natural surface trail through the property. Revenue will be used on projects such as the sustained removal and treatment of woody invasive plants and management of forest pests, such as spotted lanternfly.

Cardinal Land Conservancy became aware of carbon crediting opportunities through City Forest Credits in September of 2022. Shortly thereafter carbon crediting was introduced into the scope for the project.

Project Operator has signed an Attestation of Additionality.

Attachment:

10 Winton & Westmark Attestation of Additionality

## CARBON QUANTIFICATION DOCUMENTATION (Section 11)

*Follow detailed instructions in the Protocol for conducting quantification and use the Carbon Quantification Calculator to show calculations. CFC will provide the Carbon Quantification Calculator and Forest Composition Report Template. Ensure that your requested credit issuance schedule (issuance*

*dates) is accurate and complete in the calculator. 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.*

### Summary numbers from Carbon Quantification Calculator

Project Area (acres)	26.77
Percent tree canopy cover within Project Area	100%
Project stock (tCO <sub>2</sub> e)	6,235
Accounting Stock (tCO <sub>2</sub> e)	4,988
On-site avoided biomass emissions (tCO <sub>2</sub> e)	3,939
On-site avoided soil carbon emissions (tCO <sub>2</sub> e)	1,141
Deduction for displaced biomass emissions (tCO <sub>2</sub> e)	721
Deduction for displaced soil emissions (tCO <sub>2</sub> e)	346
Credits from avoided biomass emissions (tCO <sub>2</sub> e)	3,218
Credits from avoided soil emissions (tCO <sub>2</sub> e)	795
Total credits from avoided biomass and soil emissions (tCO <sub>2</sub> e)	4,014
Credits attributed to the project (tCO <sub>2</sub> e), excluding future growth	3,612
Contribution to Registry Reversal Pool Account	401
<b>Total credits to be issued to the Project Operator (tCO<sub>2</sub>e)</b> <i>(excluding future growth)</i>	<b>3,612</b>

### GHG Assertion:

Project Operator asserts that the Project results in GHG emissions mitigation of 3,612 tons CO<sub>2</sub>e issued to the project.

### Approach to quantifying carbon

*Describe the forest conditions and general approach used to quantify carbon (e.g. 11.1.A with the US Forest Service General Technical Report NE-343 Tables). Attach the Carbon Quantification Calculator.*

Cardinal conducted an on-site forest composition study (Attachment 11) and then followed the 11.1.A. methodology using the afforestation table B2 Maple Beech Birch from the US Forest Service General Technical Report NE-343 document for all three stands. Although the forest composition report trees per acre (TPA) measurement determined via plot sampling is less than 400 TPA for two of the stands, the tree density was comparable to that for Maple Beech Birch forests in Ohio of comparable age sampled in the US Forest Service Forest Inventory Analysis database. See Attachment 12 for data on tree density from the comparable FIA plots. Regarding the species composition, the specific gravity of the project's forest stands are greater than the Maple Beech Birch biomass in the GTR table, resulting in a conservative carbon quantification value used.

### Attachment:

- 11 Winton & Westmark Forest Composition Report
- 12 Winton & Westmark Tree Density FIA Comparison
- 13 Winton & Westmark Carbon Quantification Calculator

**Accounting Stock Measurement Method**

*Provide an overview to describe quantification methods, including which method was used to assess canopy cover (e.g. i-Tree, inventory, other), forest type, and data sources.*

Assessment of forest composition was completed by Cardinal staff to confirm forest types. Staff also performed plot studies at the property to accurately assess the 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.

**Canopy Cover**

*Describe which method was used to assess canopy cover (e.g. i-Tree Canopy, LiDAR, or other method approved by Registry). Provide the i-Tree Canopy report or other canopy cover assessment that shows estimated percentage of tree cover for the Project Area.*

Based on the i-Tree Canopy Tool, which used 11 randomly selected plot points in the Winton project area, the total canopy cover of the Winton project area is 100%. Based on the i-Tree Canopy Tool, which used 11 randomly selected plot points in the Westmark project area, the total canopy cover of the Westmark project area is 100%. Therefore, the overall % canopy for the project is 100%.

Attachment:

14a. Winton & Westmark i-Tree Canopy Reports

14b. Winton & Westmark i-Tree Canopy Raw Data

**Forest Composition**

*Summarize the forest composition and attach the Forest Composition Report.*

Three unique forest stands were identified within the Project Area.

The Project Area is dominated by a combination of native forest species typical of the natural climax forest of the region and generalist native species that have colonized during periods of historic disturbance. Climax species present in the Project Area include sugar maple, red oak, Shumard oak, American beech, basswood, white ash, and paw paw. Generalist native species include common hackberry, black walnut, black locust, and box elder. A full list of species recorded during a forest survey of the Project Area is included in the Forest Composition report.

Attachment:

11 Winton & Westmark Forest Composition Report

**Forest Age**

*Describe the forest age and how it was determined. Provide historical imagery or other materials as supporting evidence.*

The three stands in the Project area were estimated at 50, 75, and 90 years old. Periodic historical aerial imagery is available for the Project area dating back to 1932. Using historical aerial imagery, each stand was aged by determining how many years had elapsed since a closed canopy had formed.



Attachment: 11 Winton & Westmark Forest Composition Report, exhibit D (page 26)

### **Stand Maps**

*Describe the methods used to determine forest stands (e.g. GIS) and provide a map.*

Stands were first delineated by studying historical aerial imagery in ArcPro and drawing polygons around forest areas that had similar age. We then checked these boundaries in the field and confirmed that each stand reflected a patch of forest with the following criteria:

- Oldest trees were a similar age
- Similar species composition throughout
- Similar landscape position throughout: e.g. slope, aspect, and moisture

Attachment: 11 Winton & Westmark Forest Composition Report, exhibit C (page 23)

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

*Describe the land use designation, any restrictions, and the method used to determine the area expected to remain in trees after potential development (fraction at risk of removal). If residential land use, follow 11.2.B. and provide the calculation showing which percentage of accounting stock at risk of removal is appropriate to include.*

The Winton property is zoned as SF-6 Single-family Residential. The SF-6 zoning district is intended to provide areas for single-family residential land uses developed in medium-density subdivisions. The local zoning ordinance allows for 1 dwelling unit/6,000 sq/ft (see Attachment 7, d.). The Winton Project Area could accommodate roughly 113 dwelling units in the 15.58-acre project area.

The Westmark property is zoned as R-PUD, Residential Planned Unit Development. This zoning district is intended to provide flexible design and development regulations. The minimum lot area allowed in R-PUD is 3 acres, and there must be 10% common open space reserved over the entire tract. For the Westmark property, the excluded floodplain from the project area is reserved as open space (Attachment 7, f.).

Section 11.2.B. in CFC's Tree Preservation Protocol allows for 90% of the Accounting Stock on the Project Area as the "Avoided Biomass Emissions" on residential lands, or two acres per allowed dwelling unit plus 10% of the remaining Project Area. The Winton property used 90% while Westmark used 67.77% as the area expected to remain in trees after potential development (see calculations in Attachment 13).

### **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 land use designation and development rules, any restrictions, existing impervious area and maximum fraction impervious cover.*

For the Winton project area the Land Development Code specifications for SF-6 Single-Family were used to determine the impervious area limits (Attachment 7, d.).

For the Westmark project area there are not firm lot setbacks required within the zoning resolution for the R-PUD designation. R-PUD allows any use permitted either as a principal or conditional use in the R-1, R-1A, R-2, or R-3 Districts. As the project area is surrounded by R-2 zoned subdivisions, the R-2 setbacks were used to determine the impervious area limits (Attachment 7, g).

See attachment 13 for avoided impervious surface area calculations. Though neither the Winton nor Westmark zoning codes specified maximum lot coverage, they did specify minimum yard setback values, which were used to calculate the impervious surface area values.

### Future Planned Project Activities

*Describe future activities that may affect the percent canopy or carbon stocking in any way. Describe maintenance and stewardship activities that could improve the carbon stock.*

Cardinal Land Conservancy will be removing woody invasive plant species on the property indefinitely. The only non-native tree that is present in the canopy is the tree-of-heaven (*Ailanthus altissima*). This will only be a few trees that will not affect overall carbon stocks.

The Project area has historically been infested with the non-native bush honeysuckle (*Lonicera mackii*). This species has negatively impacted forest regeneration within the Project area because shrub monocultures can outcompete tree seedlings. Cardinal has removed mature honeysuckle shrubs from approximately 75% of the project area and will continue to remove invasive woody species on an annual basis. We expect this will increase the stocking levels of the forest due to the reduction in competition from honeysuckle and other non-native shrubs.

Additionally, Cardinal will consider permitting regulated hunting in the Project area to manage the deer density. Within Cincinnati, overpopulation of white-tailed deer can have a negative impact on forest regeneration.

## CO-BENEFITS QUANTIFICATION DOCUMENTATION (Section 11.5)

*Summarize co-benefit quantification per year and provide supporting documentation. CFC will provide a Co-Benefits Quantification calculator for quantifying rainfall interception, reduction of certain air compounds, and energy savings.*

<b>Ecosystem Services</b>	<b>Resource Units</b>	<b>Value</b>
Rainfall Interception (m3/yr)	7,241.5	\$51,848.25
Air Quality (t/yr)	0.3031	\$456.34
Cooling – Electricity (kWh/yr)	57,005	\$4,326.67
Heating – Natural Gas (kBtu/yr)	1,065,893	\$10,376.23
<b>Grand Total (\$/yr)</b>		<b>\$67,007.50</b>

Co-benefits were quantified using CFC's Co-Benefits Quantification Calculator. These ecosystem services represent values in avoided costs of \$67,007.50 annually and \$2,680,300.05 over 40 years.

Attachment: 15 Winton & Westmark Northeast Cobenefit Calculator

## SOCIAL IMPACTS (Section 12)

*Project Operators shall use the Carbon Project Social Impacts template to evaluate how their Project aligns with the UN Sustainable Development Goals (SDGs). CFC will provide the template. Summarize the three to five main SDGs attributed to this Project.*

Three UN Sustainable Development Goals that will be positively impacted by this Project include:

- **Reduced inequalities:** The preserves protected in this Project will be open to the public and provides greenspace access for communities that lack significant access to natural areas. Both preserves can be accessed by pedestrians from public sidewalks and are within a quarter mile of public bus stops. This will increase the opportunity for the surrounding communities to experience the health and wellness benefits that passive recreation in a natural area can provide.
- **Life on Land:** This Project protects natural forest communities that are underrepresented in the urban Cincinnati landscape. More than thirty species of native forest trees grow naturally within the Project area. The Project area occurs in a region of the city that is locally renowned for its density of migratory forest songbirds. Preliminary surveys of the project area suggest that they will be critical stopover sites for migratory songbirds and will become a highly visited area for local birdwatchers.
- **Partnership for Goals:** Cardinal Land Conservancy plans to open both preserves within the Project Area to the public by the end of 2025. We will use a master planning process to engage the local community in use of the land. We utilize volunteers for many of our stewardship tasks, which is beneficial to Cardinal and also to the volunteers, which become engaged with stewarding their community greenspaces and developing the skills needed to take care of land.

Attachment: 16 Winton & Westmark Social Impacts Report

## MONITORING AND REPORTING (Section 8)

*Throughout the Project Duration, the Project Operator must report on tree conditions across the Project Area.*

### **Monitoring Reports**

*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, 2023, the first report will be due by January 1, 2026 and every three years thereafter for the duration of the project. CFC will provide a list of dates to Project Operator after the first verification report is approved. Project Operators must submit reports in writing and must attest to the accuracy of the reports. The reports must contain any changes in eligibility status of the Project Operator and any significant tree loss. The information includes updates to land ownership, changes to project design, changes in implementation or management and changes in tree or canopy loss. 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.*

### Monitoring Plans

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

Cardinal Land Conservancy is accredited by the Land Trust Alliance and creates a monitoring report annually to comply with accreditation standards.

Cardinal staff will make visits to each of these properties monthly, so will be able to document any changes as they occur.

### PROJECT OPERATOR SIGNATURE

Signed on June 5<sup>th</sup>, in 2024, by Andy Dickerson, Executive Director, for Cardinal Land Conservancy.



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Signature

Andy Dickerson

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Printed Name

513-752-2828

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Phone

andy@cardinallandconservancy.org

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Email

## ATTACHMENTS

*Update the attachments list as appropriate for your project.*

- 1 – Winton & Westmark Shapefiles
- 2 – Winton & Westmark Regional Map
- 3 – Winton & Westmark Project Area Maps
- 4 – Winton & Westmark Recorded Deeds
- 5 – Winton & Westmark Deed Restrictions
- 6 – Winton & Westmark Zoning Maps
- 7 – Winton & Westmark Zoning Documents
- 8 – Winton & Westmark Threat of Loss Demonstration Maps
- 9a – Winton & Westmark Attestation of No Double Counting and No Net Harm
- 9b – Winton & Westmark No Double Counting Map
- 10 – Winton & Westmark Attestation of Additionality
- 11 – Winton & Westmark Forest Composition Report
- 12 – Winton & Westmark Tree Density FIA Comparison
- 13 – Winton & Westmark Carbon Quantification Calculator
- 14a – Winton & Westmark iTree Canopy Reports
- 14b – Winton & Westmark iTree Canopy Raw Data
- 15 – Winton & Westmark Co-Benefit Calculator
- 16 – Winton & Westmark Social Impacts Report

# 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. Quantification of soil carbon (Section 11.3)  
Calculate “Avoided Soil Carbon Emissions” caused by conversion of soils to impervious surfaces in the Project Area
4. Deduction for displaced development (Section 11.4)  
Apply the deductions in Section 11.5 and Appendix B to Biomass and Soil Carbon calculations to adjust for development and emissions that would be displaced by the preservation of the Project Area (leakage deductions). This will reduce the creditable tonnes of Avoided Biomass Emissions and Avoided Soil Carbon Emissions to adjust for displaced development
5. Quantify Co-Benefits (Section 11.5)  
The Project Operator will calculate co-benefits separately from CO<sub>2</sub>(e). The Registry will supply a spreadsheet template based on their climate zone, and will provide values for rainfall interception, reductions of air compounds, and energy savings.
6. Claiming additional credit for growth (Section 11.6)  
The Project Operator may elect to also account for ongoing growth of trees within the Project Area after Project Commencement

### **Social Impacts (Section 12)**

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

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

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

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

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.

## Attachments

[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 & Data](#)

[Forest Composition Report and Site Photos](#)

Tree Density FIA Comparison

[Cobenefit Calculator](#)

[Social Impacts](#)

Deed

# Deeds

Winton Deed

Westmark Deed

14755 01272

Convey number: 313480  
Deed number: 22-586207  
Instr. number: 22-589059  
Transfer date: 09/20/2022  
Sec.: 319.202, R.C.  
Sec.: 322.02 R.C.  
Dusty Rhodes  
Hamilton County Auditor  
Sales Amount: 330,985.00  
Permissive fee: 662.00  
Transfer fee: 1.00  
Conveyance fee: 331.00

Scott Crowley  
Hamilton County Recorder's Office  
Doc #: 2022-0089394 Type: DE  
Filed: 09/20/22 08:50:19 AM \$50.00  
Off. Rec.: 14755 01272 F 4 174



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(space above this line reserved for county engineer, county auditor and county recorder)  
General Warranty Deed

TTA 2022-M-7265

**GENERAL WARRANTY DEED\***  
**PRIOR REGISTERED LAND**

**The Cincinnati Waldorf School, an Ohio nonprofit corporation, of Cincinnati, Ohio, for valuable consideration paid, grant, with general warranty covenants to Cardinal Land Conservancy, Inc., an Ohio non-Profit corporation, whose tax mailing address is 790 Garfield Avenue, Milford, Ohio 45150, the following REAL PROPERTY:** Situated in the State of Ohio, County of Hamilton, and City of Cincinnati: *See Exhibit "A" attached hereto and made a part hereof.*

Prior Instrument Reference: Book 8874, Page 892 and Book 8875, Page 2388  
Parcel Number: 237-0002-0016-00 and 237-0002-0046-00  
Property Address: .884 +/- and 18 +/- acres Winton Road, Cincinnati, OH  
45232

**Exceptions to the general warranty covenants:** (a) such encroachments and recorded restrictions, easements, and conditions, including without limitations subsurface rights, which do not materially adversely affect the Property's user or value; (b) zoning ordinances, if any; (c) taxes and assessments, whether general or special, which are a lien on the Property but are not yet payable.

(INTENTIONALLY LEFT BLANK – SIGNATURE PAGE(S) TO FOLLOW)

Document Recorded Electronically  
per Ohio Revised Code 1306

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(space above this line reserved for county engineer, county auditor and county recorder)

General Warranty Deed

TTA 2022-M-7265

**GENERAL WARRANTY DEED\***  
**PRIOR REGISTERED LAND**

**The Cincinnati Waldorf School, an Ohio nonprofit corporation, of Cincinnati, Ohio**, for valuable consideration paid, grant, with general warranty covenants to **Cardinal Land Conservancy, Inc., an Ohio non-Profit corporation**, whose tax mailing address is 790 Garfield Avenue, Milford, Ohio 45150, the following **REAL PROPERTY**: Situated in the State of Ohio, County of **Hamilton**, and City of Cincinnati: *See Exhibit "A" attached hereto and made a part hereof.*

Prior Instrument Reference: Book **8874**, Page **892** and Book **8875**, Page **2388**  
Parcel Number: **237-0002-0016-00 and 237-0002-0046-00**  
Property Address: **.884 +/- and 18 +/- acres Winton Road, Cincinnati, OH 45232**

**Exceptions to the general warranty covenants:** (a) such encroachments and recorded restrictions, easements, and conditions, including without limitations subsurface rights, which do not materially adversely affect the Property's user or value; (b) zoning ordinances, if any; (c) taxes and assessments, whether general or special, which are a lien on the Property but are not yet payable.

(INTENTIONALLY LEFT BLANK – SIGNATURE PAGE(S) TO FOLLOW)

Executed this 9th day of September, 2022.

The Cincinnati Waldorf School

By: 

Jeffrey Brandt, President of the Board

This is an acknowledgement certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

STATE OF KENTUCKY  
COUNTY OF KENTON

The foregoing instrument was acknowledged before me this 9th day of September, 2022 by Jeffrey Brandt, President of the Board of The Cincinnati Waldorf School.



Signature of person taking acknowledgment

Title or rank

Serial number \_\_\_\_\_

**This instrument prepared by:**

Charles R. Barrowman III, Attorney at Law  
400 Techne Center Drive  
Suite 400  
Milford, OH 45150  
See Ohio R.C. §§ 5302.05 & 5302.06  
[TTA 2022-M-7265 (Deed signature page)]



CHARLES R. BARROWMAN III  
Notary Public, Kentucky  
State At Large  
My Commission Expires  
September 14, 2023  
Notary ID# 631324



CHARLES R. BARROWMAN III  
Notary Public, Kentucky  
State At Large  
My Commission Expires  
September 14, 2023  
Notary ID# 631324

**EXHIBIT "A"**

**TTA 2022-M-7265 - Legal Description**

Situated in Section 24, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

Beginning for reference at the intersection of the centerline of North Bend Road and the West line of Section 19; thence  
South 87° 24' 30" East, a distance of 2,046.05 feet along the centerline of North Bend Road to a set spike; thence continuing with said centerline;  
South 86° 21' 30" East, a distance of 170.23 feet to the Northeast corner of Registered Land Certificate 162346; thence leaving said centerline and along a line common with Registered Land Certificate Number 162346 and Registered Land Certificate Number 161712;  
South 03° 00' 00" West, a distance of 1,301.11 feet to a set iron pin, said pin being  
South 03° 00' 00" West, a distance of 320.00 feet from the Northwest corner of Registered Land Certificate Number 179130 (being referenced by an existing iron pin 1.73 feet North and 0.90 feet East), said point being THE TRUE POINT OF BEGINNING for the herein described parcel; thence along a new line;  
South 88° 05' 58" East, a distance of 444.70 feet to a set iron pin in the West line of a tract of land owned by Flora Greber Hoeweler as recorded in Deed Book 3921, Page 624 of the Hamilton County Records, and the common East line of Registered Land Certificate Number 179130 of said County Records; thence along a line common with said Flora Grever Hoeweler tract, said Registered Land Certificate Number 179130 and the West line of the Longwood Subdivision as recorded in Plat Book 1, Page 245 of the Hamilton County Records;  
South 02° 57' 30" West, a distance of 1,454.71 feet to a set iron pin at the Southeast corner of said Registered Land Tract; thence along the South line of Registered Land Certificate Number 179130 and the common North line of a tract of land owned by Gray Road Fill, Inc. as recorded in Official Record 6263, Page 916 of the Hamilton County Records;  
South 89° 07' 40" West, a distance of 546.45 feet to an existing iron pin at corner common to Registered Land Certificate Number 161712 of the Hamilton County Records; thence with the lines common to Registered Land Certificate 161712 and Registered Land Certificate 179130 for the next three calls;  
North 03° 00' 00" East, for a distance of 1,339.83 feet to an existing iron pin at a corner common to both Registered Land tracts; thence  
North 89° 50' 00" East, a distance of 99.66 feet to an existing iron pin at a corner common to both Registered Land Tracts; thence  
North 03° 00' 00" East, a distance of 137.75 feet to the true point of beginning.

Containing 18.037 Acres of land, more or less.

Being part of Registered Land Certificate Number 179130 of the Hamilton County Records.

**AND ALSO THE FOLLOWING:**

Situated in Section 24, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

Beginning for reference at the intersection of the centerline of North Bend Road and the West line of Section 19; thence  
South 87° 24' 30" East, a distance of 2,046.05 feet along the center line of North Bend Road to a set spike; thence continuing with said centerline;  
South 86° 21' 30" East, a distance of 170.23 feet to the Northeast corner of Registered Land Certificate 162346; thence leaving said centerline



South 03° 00' 00" West, a distance of 981.11 feet to the Northwest corner of Registered Land Certificate Number 179130; thence with the North line of said Registered Land;  
South 88° 06' 00" East, a distance of 444.47 feet to an existing iron pin at the Northeast corner of said Registered Land; thence with the East line of said Registered Land;  
South 02° 57' 30" West, a distance of 320.00 feet to a set iron pin, said point being  
South 02° 57' 30" West, a distance of 48.51 feet from an existing monument at the Northwest corner of Lot Number Six (6) of the Longwood Subdivision as recorded in Plat Book 1, Page 245 of the Hamilton County records; said point being THE TRUE POINT OF BEGINNING for the herein described parcel; thence along a new line, South 88° 05' 58" East, a distance of 171.56 feet to a set iron pin on the Westerly right-of-way of relocated Winton Road; thence with said right-of-way;  
South 28° 39' 39" West, a distance of 60.75 feet to a set iron pin; thence continuing with said right-of-way along a curve to the left having a radius of 1,467.40 feet, an arc length of 582.38 feet; the chord of said arc bearing South 17° 17' 27" West, a distance of 578.57 feet to a set iron pin; thence leaving said right-of-way;  
North 89° 24' 33" West, a distance of 1.96 feet to a set iron pin in the East line of Registered Land Certificate 179130; thence with said common East line;  
North 02° 57' 30" East, a distance of 612.22 feet to the true point of beginning.

Containing 0.884 Acres of land, more or less.

Being Part of Parcel Number 237-0002-0046-00 of the Hamilton County Records.

Reserving to the Grantors herin, their successors and assigns, the following easement:

A sanitary sewer easement, over, under and across the Premises conveyed to connect to an an existing sanitary sewer in Winton Road to serve the Hoeweler retained parcel. The limits of said retained sewer easement shall be a triangular tract as projected and shown on the plat recorded at Official Record Book 8875, Page 2388, in the HamiltonC ounty, Ohio records.

Parcel Numbers:	237-0002-0016-00 and 237-0002-0046-00
Property Address:	.884 +/- and 18 +/- acres Winton Road, Cincinnati, OH 45232

 <b>First American Title™</b>	<b>Owner's Policy of Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	POLICY NUMBER <b>5011439-0409573e</b>

Name and Address of Title Insurance Company:

**FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707**

File No.: 2022-M-7265


Amount of Insurance: \$330,965.00

Address Reference: .884 +/- and 18 +/- acres Winton Road, Cincinnati, OH  
45232

Date of Policy: September 20, 2022 at 8:50 AM

1. Name of Insured:  
Cardinal Land Conservancy, Inc., an Ohio non-Profit corporation
2. The estate or interest in the Land that is insured by this policy is:  
fee simple
3. Title is vested in:  
Cardinal Land Conservancy, Inc., an Ohio Non-Profit corporation by virtue of a deed recorded on September 20, 2022 at 8:50 AM in Book 14755, Page 01272 in the official records of the Hamilton County Recording Office.
4. The Land referred to in this policy is described as follows:  
Property description set forth in Exhibit "A", attached hereto and made a part hereof.

Issuing Agent: Technetitle Agency Inc.  
Agent ID No.: 4040417  
Address: 400 Techne Center Drive, Suite 400  
City, State, ZIP: Milford, OH 45150  
Telephone: (513) 831-3398

By: 

Authorized Countersignature  
Technetitle Agency Inc., License #: 4723  
Jeremy Litz

(This Schedule A valid only when Schedule B is attached)

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

 <b>First American Title™</b>	<b>Owner's Policy of Title Insurance</b> <small>ISSUED BY</small> <b>First American Title Insurance Company</b>
<b>Schedule B</b>	<small>POLICY NUMBER</small> <b>5011439-0409573e</b>

File No.: 2022-M-7265

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees or expenses that arise by reason of:

1. Standard Exceptions:

- (a) Any statutory lien, or right to such lien, for labor, materials, services, fuel or machinery heretofore or hereafter furnished and not shown by the public records;
- (b) Any encroachments, easements, party walls or other facts which are not shown by the public records, but which would be disclosed by an accurate survey or by an inspection of the land; REMOVED
- (c) Rights or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof;
- (d) Roads, ways, streams, easements, or claims thereof, which are not shown by the public records;
- (e) The lien of any special taxes or assessments not certified to the county auditor as of the date hereof.
- (f) Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

- 2. This Policy does not insure the amount of land or acreage described in Schedule A.
- 3. Taxes for the year of 2021 are paid for both parcels. Taxes for subsequent years are a lien, but are not yet due and payable. NOTE: Taxes for 2021, payable 2022 are exempt for both parcels.
- 4. Schedule B Item 1(b) is hereby removed from this policy.
- 5. Cincinnati Urban Forestry assessment, payable annually, is paid for both parcels. Assessments for subsequent years are a lien, but are not yet due and payable.
- 6. Subject to easements as shown in the case styled Complaint and Declaration of Intention to Take Possession from City of Cincinnati against Cincinnati Waldorf School and Huntington National Bank in the amount of \$1,387.00 entered on March 20, 2013 by Hamilton County Common Pleas Civil Court in Case #A 1301964 and recorded on March 20, 2013 in the official records of Hamilton County Recording Office.
- 7. Subject to an easement in favor of the City of Cincinnati as shown in Official Record Book 12322, Page 1737, in the Registered Land Division of the Hamilton County, Ohio records. Parcel Number 237-0002-0016-00 and Parcel Number 237-0002-0046-00.
- 8. Subject to restrictions/storm drainage easement and sanitary sewer easement as shown in Official Record Book 8874, Page 892, in the Registered Land Division of the Hamilton County, Ohio records. Parcel Number 237-0002-0016-00.
- 9. Subject to an existing slope easement as shown in Deed Book 3242, Page 397 and Plat Book 82, Page 8, in the Registered Land Divisions of the Hamilton County, Ohio records. Parcel Number 237-0002-0046-00.

10. Subject to a sanitary sewer easement as shown in Official Record Book 8875, Page 2391, in the Registered Land Division of the Hamilton County, Ohio records. Parcel Number 237-0002-0046-00.
11. Subject to declaration of restrictions as shown in Official Record Book 14755, Page 01276, in the Hamilton County, Ohio records.

 <b>First American Title™</b>	<b>Owner's Policy of Title Insurance</b>
<b>Exhibit A</b>	ISSUED BY <b>First American Title Insurance Company</b>
	POLICY NUMBER <b>5011439-0409573e</b>

File No.: 2022-M-7265

The Land referred to herein below is situated in the County of Hamilton, State of Ohio, and is described as follows:

Situated in Section 24, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

Beginning for reference at the intersection of the centerline of North Bend Road and the West line of Section 19; thence South 87° 24' 30" East, a distance of 2,046.05 feet along the centerline of North Bend Road to a set spike; thence continuing with said centerline;  
 South 86° 21' 30" East, a distance of 170.23 feet to the Northeast corner of Registered Land Certificate 162346; thence leaving said centerline and along a line common with Registered Land Certificate Number 162346 and Registered Land Certificate Number 161712;  
 South 03° 00' 00" West, a distance of 1,301.11 feet to a set iron pin, said pin being  
 South 03° 00' 00" West, a distance of 320.00 feet from the Northwest corner of Registered Land Certificate Number 179130 (being referenced by an existing iron pin 1.73 feet North and 0.90 feet East), said point being THE TRUE POINT OF BEGINNING for the herein described parcel; thence along a new line;  
 South 88° 05' 58" East, a distance of 444.70 feet to a set iron pin in the West line of a tract of land owned by Flora Greber Hoeweler as recorded in Deed Book 3921, Page 624 of the Hamilton County Records, and the common East line of Registered Land Certificate Number 179130 of said County Records; thence along a line common with said Flora Grever Hoeweler tract, said Registered Land Certificate Number 179130 and the West line of the Longwood Subdivision as recorded in Plat Book 1, Page 245 of the Hamilton County Records;  
 South 02° 57' 30" West, a distance of 1,454.71 feet to a set iron pin at the Southeast corner of said Registered Land Tract; thence along the South line of Registered Land Certificate Number 179130 and the common North line of a tract of land owned by Gray Road Fill, Inc. as recorded in Official Record 6263, Page 916 of the Hamilton County Records;  
 South 89° 07' 40" West, a distance of 546.45 feet to an existing iron pin at corner common to Registered Land Certificate Number 161712 of the Hamilton County Records; thence with the lines common to Registered Land Certificate 161712 and Registered Land Certificate 179130 for the next three calls;  
 North 03° 00' 00" East, for a distance of 1,339.83 feet to an existing iron pin at a corner common to both Registered Land tracts; thence  
 North 89° 50' 00" East, a distance of 99.66 feet to an existing iron pin at a corner common to both Registered Land Tracts; thence  
 North 03° 00' 00" East, a distance of 137.75 feet to the true point of beginning.

Containing 18.037 Acres of land, more or less.

Being part of Registered Land Certificate Number 179130 of the Hamilton County Records.

AND ALSO THE FOLLOWING:

Situated in Section 24, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

Beginning for reference at the intersection of the centerline of North Bend Road and the West line of Section 19; thence South 87° 24' 30" East, a distance of 2,046.05 feet along the center line of North Bend Road to a set spike; thence continuing with said centerline;  
 South 86° 21' 30" East, a distance of 170.23 feet to the Northeast corner of Registered Land Certificate 162346; thence leaving said centerline  
 South 03° 00' 00" West, a distance of 981.11 feet to the Northwest corner of Registered Land Certificate Number 179130; thence with the North line of said Registered Land;  
 South 88° 06' 00" East, a distance of 444.47 feet to an existing iron pin at the Northeast corner of said Registered Land; thence with the East line of said Registered Land;

South 02° 57' 30" West, a distance of 320.00 feet to a set iron pin, said point being  
South 02° 57' 30" West, a distance of 48.51 feet from an existing monument at the Northwest corner of Lot Number Six  
(6) of the Longwood Subdivision as recorded in Plat Book 1, Page 245 of the Hamilton County records; said point being  
THE TRUE POINT OF BEGINNING for the herein described parcel; thence along a new line, South 88° 05' 58" East, a  
distance of 171.56 feet to a set iron pin on the Westerly right-of-way of relocated Winton Road; thence with said right-of-  
way;  
South 28° 39' 39" West, a distance of 60.75 feet to a set iron pin; thence continuing with said right-of-way along a curve to  
the left having a radius of 1,467.40 feet, an arc length of 582.38 feet; the chord of said arc bearing South 17° 17' 27"  
West, a distance of 578.57 feet to a set iron pin; thence leaving said right-of-way;  
North 89° 24' 33" West, a distance of 1.96 feet to a set iron pin in the East line of Registered Land Certificate 179130;  
thence with said common East line;  
North 02° 57' 30" East, a distance of 612.22 feet to the true point of beginning.

Containing 0.884 Acres of land, more or less.

Being Part of Parcel Number 237-0002-0046-00 of the Hamilton County Records.

Reserving to the Grantors herin, their successors and assigns, the following easement:

A sanitary sewer easement, over, under and across the Premises conveyed to connect to an an existing sanitary sewer in  
Winton Road to serve the Hoeweler retained parcel. The limits of said retained sewer easement shall be a triangular tract  
as projected and shown on the plat recorded at Official Record Book 8875, Page 2388, in the HamiltonC ounty, Ohio  
records.

 <b>First American Title™</b>	<b>Owner's Policy of Title Insurance</b>
<b>Owner's Policy</b>	ISSUED BY <b>First American Title Insurance Company</b>  POLICY NUMBER <b>5011439-0409573e</b>

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

#### COVERED RISKS


SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

**First American Title Insurance Company**



Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary

For Reference:

**File #:** 2022-M-7265

**Loan #:** N/A

**Policy #:** 5011439-0409573e

Issued By:

**Technetitle Agency, Inc.**

400 TechneCenter Dr., # 400

Milford, OH 45150

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



## CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is

located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company

exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.  
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this

policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or  
(ii) the difference between the value of the Title as insured (and the value of the Title subject to the risk insured against by this policy).

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and  
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR

**TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way; Santa Ana, CA 92707. Phone: 888-632-1642.**

Convey number: 286577  
 Deed number: 21-559626  
 Instr. number: 21-562479  
 Transfer date: 11/17/2021  
 Sec.: 319.02 R.C.  
 Sec.: 322.02 R.C.  
 Dusty Rhodes  
 Hamilton County Auditor  
 Sales Amount: 179,165.00  
 Permissive fee: 356.40  
 Transfer fee: 0.50  
 Conveyance fee: 179.20

Scott Crowley  
 Hamilton County Recorder's Office  
 Doc #: 2021-0139333 Type: DE  
 Filed: 11/17/21 03:19:24 PM \$34.00  
 Off. Rec.: 14546 03304 F 2 639



b1454603304Fb

GENERAL WARRANTY DEED, Statutory Form No. 22-2

**GENERAL WARRANTY DEED \***

2021-M-6011TTA

**Mark Besserman, married, whose spouse is Kimberly D. Besserman**, of Hamilton County, Ohio, for valuable consideration paid, grant(s) with general warranty covenants, to Cardinal Land Conservancy, Inc, an Ohio corporation, whose Tax-Mailing Address is: PO Box 957, Milford, OH 45150, the following REAL PROPERTY: Situated in the County of Hamilton in the State of OH and in the of:

ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE

590-0230-0031-00

Subject to all legal highways and all easements and restrictions of record, if any.  
 Excepting taxes and assessments, if any, due and payable after the date hereof, which the grantees herein assume and agree to pay.

Property Address: 914 Compton Road, Cincinnati, OH 45231

Prior Instrument Reference: Book 12574, Page 1687, of the Deed Records of Hamilton County, Ohio.

Kimberly D. Besserman, spouse of Mark Besserman, hereby releases all right and expectancy of dower.

EXECUTED this 16th day of November, 2021.

Mark Besserman  
 Mark Besserman  
Kimberly D. Besserman  
 Kimberly D. Besserman

State of Ohio County of Clermont ss:

The foregoing instrument was acknowledged before me this 16th day of November, 2021, by **Mark Besserman and Kimberly D. Besserman**.



**CHARLES R. BARROWMAN III**  
 Attorney at Law  
 Notary Public, State of Ohio  
 My Commission Has No Expiration  
 Date, Section 147.03 O.R.C.

Charles R. Barrowman III  
 Notary Public - State of Ohio  
 My Commission Expires: \_\_\_\_\_

This Instrument was prepared by:  
 Douglas W. Thomson, Attorney-at-Law  
 400 TechneCenter Drive  
 Milford, OH 45150

\*See Section 5302.05 and 5302.06 Ohio Revised Code.

Document Recorded Electronically  
per Ohio Revised Code 1306

GENERAL WARRANTY DEED, Statutory Form No. 22-2

GENERAL WARRANTY DEED \*

2021-M-6011TTA

Mark Besserman, married, whose spouse is Kimberly D. Besserman, of Hamilton County, Ohio, for valuable consideration paid, grant(s) with general warranty covenants, to Cardinal Land Conservancy, Inc, an Ohio corporation, whose Tax-Mailing Address is: PO Box 957, Milford, OH 45150, the following REAL PROPERTY: Situated in the County of Hamilton in the State of OH and in the of:

ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE

590-0230-0031-00

Subject to all legal highways and all easements and restrictions of record, if any.  
Excepting taxes and assessments, if any, due and payable after the date hereof, which the grantees herein assume and agree to pay.

Property Address: 914 Compton Road, Cincinnati, OH 45231

Prior Instrument Reference: Book 12574, Page 1687, of the Deed Records of Hamilton County, Ohio.

Kimberly D. Besserman, spouse of Mark Besserman, hereby releases all right and expectancy of dower.

EXECUTED this 16th day of November, 2021.

*Mark Besserman*

Mark Besserman

*Kimberly D. Besserman*

Kimberly D. Besserman

State of Ohio County of Clermont ss:

The foregoing instrument was acknowledged before me this 16th day of November, 2021, by Mark Besserman and Kimberly D. Besserman.



CHARLES R. BARROWMAN III  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Date. Section 147.03 O.R.C.

*Charles R. Barrowman III*

Notary Public - State of

My Commission Expires:

This Instrument was prepared by:  
Douglas W. Thomson, Attorney-at-Law  
400 TechneCenter Drive  
Milford, OH 45150

\*See Section 5302.05 and 5302.06 Ohio Revised Code.



**Exhibit "A"**

**2021-M-6011TTAI**

Parcel Number: 590-0230-0031-00

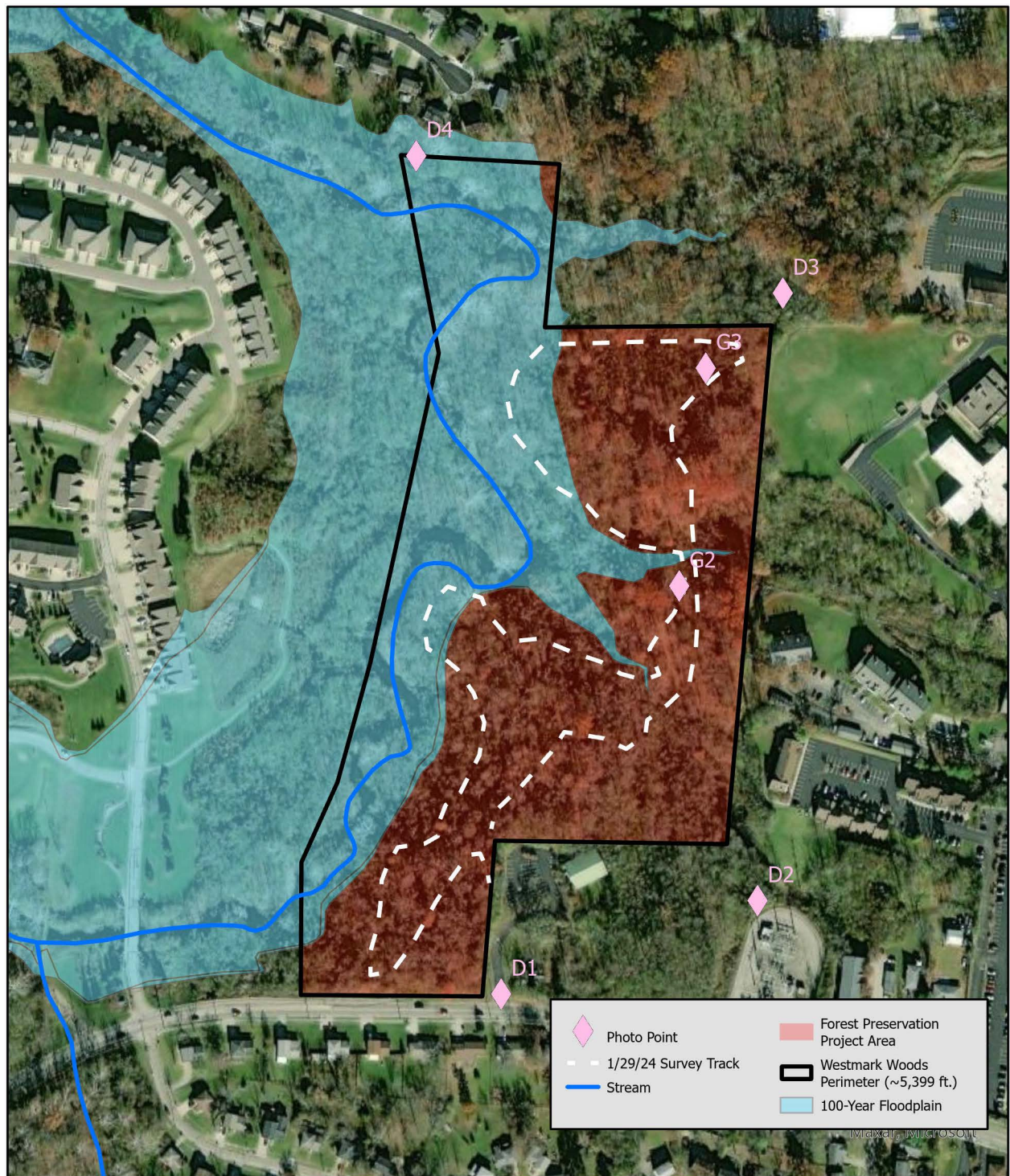
Situate in Section 21, Town 3, Entire Range 1, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the Southeast corner of Lot Number Forty Two (42) of Wildbrook Acres Second Subdivision as recorded in Plat Book 7, Pages 13 and 14 of the Hamilton County, Ohio Registered Land Records; thence from said point of beginning South 5° 50' 20" West, 160.65 feet; thence South 55° 40' East, 404.74 feet; thence South 72° 07' East, 203.32 feet; thence South 89° 35' East, 171.08 feet to the real place of beginning for this conveyance; thence from said real place of beginning, South 89° 35' East, 346.48 feet, thence South 1° 24' 33" West, 349.61 feet; thence North 86° 34' 12" East, 487.74 feet; thence South 2° 13' 54" West, 828.90 feet; thence South 1° 25' 15" West, 294.31 feet; thence South 87° 46' 23" West, 500.34 feet thence South 1° 33' 23" West, 337.05 feet to a point in the Northerly right of way line of Compton Road; thence along said Northerly line of Compton Road, South 87° 06' 48" West, 391.20 feet; thence leaving said Northerly right of way line of Compton Road, North 2° 53' 12" West, 286.33 feet; thence North 21° 02' 18" East, 189.22 feet; thence North 12° 09' 48" East, 267.15 feet; thence North 9° 16' 48" East, 684.26 feet; thence North 14° 01' 16" West, 435.35 feet to the place of beginning.

Containing 25.60699 acres of land, more or less.

Project Area Map

# Westmark Woods Forest Walk Route Map



0 50 100 200 Meters





# Winton Preserve Forest Walk Route Map



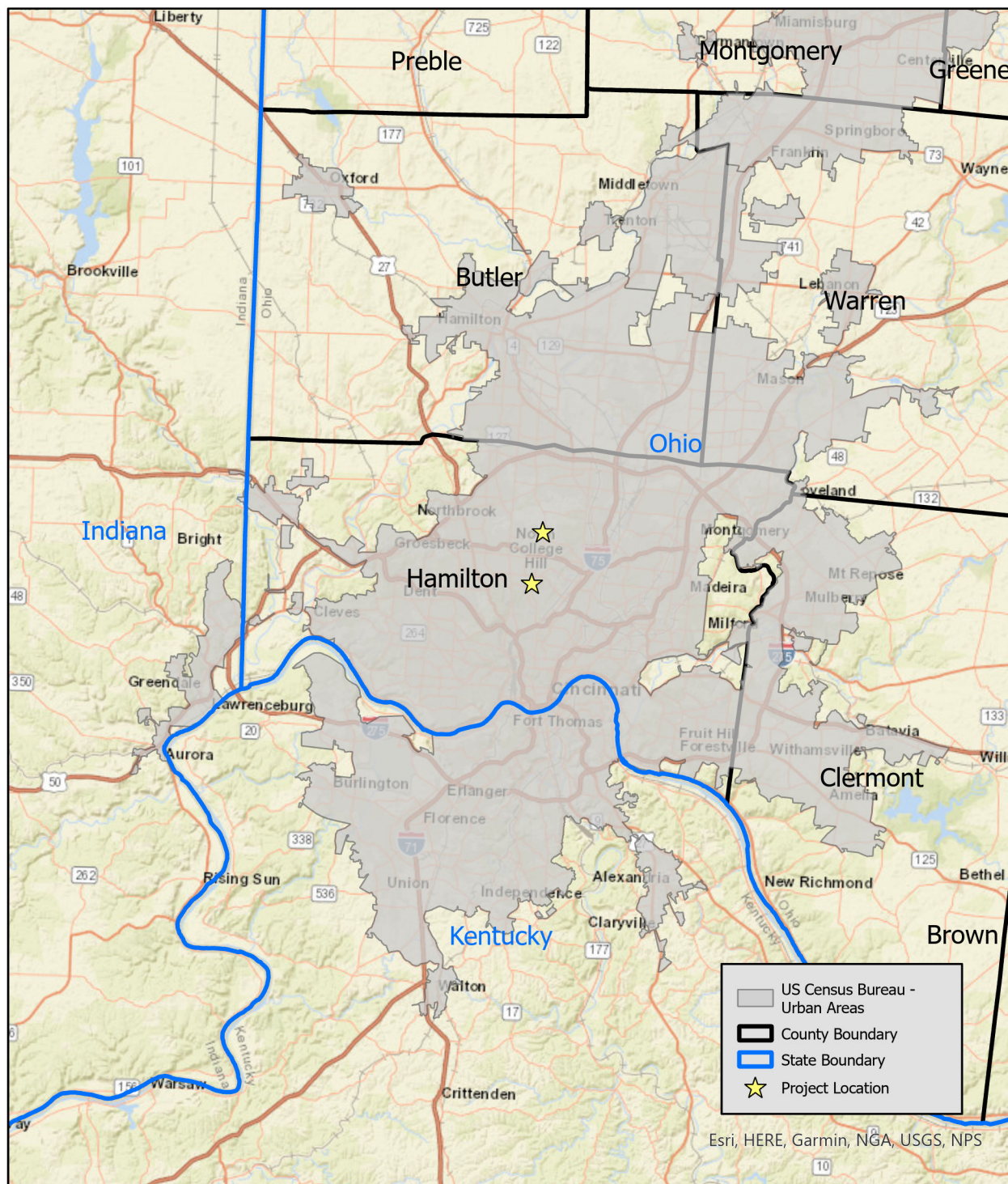
0 50 100 200 Meters



Regional Area Map



# Regional Area Map



0 5 10 20 Miles



## Preservation Commitment

## **Winton & Westmark Deed Restrictions**

Winton Deed Restriction

Westmark Deed Restriction

15166 00148

Scott Crowley  
Hamilton County Recorder's Office  
Doc #: 2024-0031927 Type: MT  
Filed: 05/14/24 07:19:22 AM \$86.00  
Off. Rec.: 15166 00148 F 8 25



## DECLARATION OF DEVELOPMENT RESTRICTIONS

Grantor: **Cardinal Land Conservancy, Inc., an Ohio nonprofit corporation**

Grantee: City Forest Credits  
PO Box 20396 Seattle, WA 98102

Legal Description: See Exhibit A

AND

Auditor's Tax Parcel Identification No(s): **237-0002-0016-00 and 237-0002-0046-00**

Prior Instrument Reference: **Official Record Volume 14755, Page 01272, Hamilton County, Ohio records.**

THIS DECLARATION OF DEVELOPMENT RESTRICTIONS (the "DECLARATION") is made this 13<sup>th</sup> day of May, 2024, by Cardinal Land Conservancy, Inc., an Ohio not for profit corporation, for the purpose of clarifying the development restrictions on property at **.884 (+/-) and 18 (+/-) Acres Winton Rd., Cincinnati Ohio 45232 in Cincinnati, Ohio.**

## RECITALS

A. Declarant is the owner of certain property in **Cincinnati, Ohio**, addressed as **.884 (+/-) and 18 (+/-) Acres Winton Rd., Cincinnati Ohio 45232** more particularly described in EXHIBIT A attached hereto and incorporated by reference ("Subject Parcels **237-0002-0016-00 & 237-0002-0046-00**"). Subject shall be referred to as the "Property" hereafter.

B. Declarant purchased the Property from **The Cincinnati Waldorf School, an Ohio nonprofit corporation**.

C. Declarant is **an Ohio not for profit corporation as defined in Ohio R.C. 1702.01 et seq.**

D. Declarant recognizes the value of the Property's mature forest as a climate asset. The trees on the Property store CO<sub>2</sub>, reduce storm water runoff, improve air quality, provide energy savings from cooling and heating effects, and improve human health by providing cleaner air and a place for recreation, exercise and the public health benefits of exposure to nature. Clearing of the trees for other uses, such as parking lots, playfields or other uses would seriously impair the climate value of the Property.

E. Declarant intends to enroll the Property with City Forest Credits to develop a forest carbon program, whereby the Declarant will preserve forested stands and earn carbon credits for those preserved trees. City Forest Credits, a non-profit carbon registry, has developed carbon protocols and issues credits for qualifying tree-preservation and tree-planting projects in and around urban areas.

F. Declarant intends by this Declaration to preserve the trees on the Property for a period of no less than 40 years. It understands that this Declaration will bar the clearing or removing of trees for parking lots, picnic shelters, playfields, visitor centers, or any reason other than forest health, hazard, disease, fire, and small, non-motorized recreational trails.

## DECLARATION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, as owner of the Property, hereby declares, grants, imposes, conveys, establishes, and accepts the following development restrictions and covenants which shall run with the land and be binding upon all owners of the Property:

1. *Removal of Trees.* Declarant shall not cut down, destroy, or remove trees located on the Property, except as necessary or desirable to control or prevent hazard, disease or fire or to improve forest health. Recreational non-motor-use trails have negligible or de minimis impacts on biomass and carbon stock and are permissible.

## GENERAL PROVISIONS

2. Run with land. The covenants and restrictions declared, granted, conveyed and established under this Declaration shall run with the land and inure to the benefit of, and be binding upon, Declarant and its heirs, beneficiaries, successors and assigns, and all future owners of the Property.

3. Term and modification. The covenants and restrictions declared, granted, conveyed and established under this Declaration shall remain in effect for a period of forty (40) years, and thereafter at the option of Declarant for so long as Declarant desires.

4. Governing law and venue. The terms and provisions of this Declaration shall be governed, construed, and enforced in accordance with the laws of the State of **Ohio**. Venue for any lawsuit arising out of this Declaration shall be in **Hamilton County, Ohio**.

5. Severability. In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Declaration, but this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. Enforcement.

a. This Declaration is being freely and voluntarily made by Declarant.

b. City Forest Credits and the permitting authority in the locality where the Property is located are express third party beneficiaries of this Declaration (individually, a "Beneficiary", and collectively, the "Beneficiaries"), and shall have the power and right but not the obligation to enforce the terms and conditions of this Declaration by any applicable legal or equitable remedies, including, without limitation, injunctive relief and specific performance. All remedies available under this Declaration shall be in addition to any and all remedies at law or in equity. Notwithstanding, Declarants liability for money damages arising from alleged violations of this Declaration over the term of this Declaration shall be capped at an amount equal to the consideration Declarant receives from the sale of carbon credits created as a result of enrolling the Property in the City Forest Credits carbon program. Enforcement of the terms of this Declaration shall be at the discretion of the Beneficiaries, and any forbearance, delay or omission to exercise its rights under this Declaration in the event of a breach of any term of this Declaration is not a waiver by any Beneficiary of such term or of any subsequent breach of such term, or any other term in this Declaration, or of any rights of any Beneficiary under this Declaration.

c. In addition, City Forest Credits shall have the right to assign the rights described in this Section 6 to any other person or entity with an interest in preserving the



trees on the Property and such party shall be deemed a Beneficiary for the purposes set forth above.

d. Declarant shall be responsible for all costs associated with implementation of this Declaration. In the event of litigation over any matter arising in out of, or in connection with, this Declaration, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including attorney's fees.

Dated this 13<sup>th</sup> day of May, 2024.

**Cardinal Land Conservancy, Inc., an Ohio nonprofit corporation.**

By: 

Name: Andy Dickerson

Title: Executive Director

Attest: N/A

Name: N/A

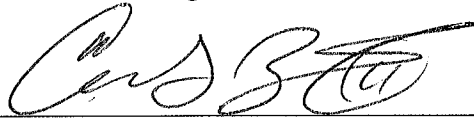
Title: N/A

STATE OF OHIO

COUNTY OF CLERMONT

SS.

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of May, 2024, by **Andy Dickerson, Executive Director of Cardinal Land Conservancy Inc., an Ohio nonprofit corporation**, on behalf of the corporation. This is an acknowledgment. No oath or affirmation was administered to the signer.



Notary Public – State of Ohio

My Commission Expires: \_\_\_\_\_

This instrument prepared by:

Charles R. Barrowman III, Attorney at Law  
Milford, Ohio 45150



**CHARLES R. BARROWMAN III**  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Date, Section 147.03 O.R.C.



**CHARLES R. BARROWMAN III**  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Date, Section 147.03 O.R.C.

EXHIBIT A  
LEGAL DESCRIPTION

Situated in Section 24, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

Beginning for reference at the intersection of the centerline of North Bend Road and the West line of Section 19; thence

South 87° 24' 30" East, a distance of 2,046.05 feet along the centerline of North Bend Road to a set spike; thence continuing with said centerline;

South 86° 21' 30" East, a distance of 170.23 feet to the Northeast corner of Registered Land Certificate 162346; thence leaving said centerline and along a line common with Registered Land Certificate Number 162346 and Registered Land Certificate Number 161712;

South 03° 00' 00" West, a distance of 1,301.11 feet to a set iron pin, said pin being South 03° 00' 00" West, a distance of 320.00 feet from the Northwest corner of Registered Land Certificate Number 179130 (being referenced by an existing iron pin 1.73 feet North and 0.90 feet East), said point being THE TRUE POINT OF BEGINNING for the herein described parcel; thence along a new line;

South 88° 05' 58" East, a distance of 444.70 feet to a set iron pin in the West line of a tract of land owned by Flora Greber Hoeweler as recorded in Deed Book 3921, Page 624 of the Hamilton County Records, and the common East line of Registered Land Certificate Number 179130 of said County Records; thence along a line common with said Flora Grever Hoeweler tract, said Registered Land Certificate Number 179130 and the West line of the Longwood Subdivision as recorded in Plat Book 1, Page 245 of the Hamilton County Records;

South 02° 57' 30" West, a distance of 1,454.71 feet to a set iron pin at the Southeast corner of said Registered Land Tract; thence along the South line of Registered Land Certificate Number 179130 and the common North line of a tract of land owned by Gray Road Fill, Inc. as recorded in Official Record 6263, Page 916 of the Hamilton County Records;

South 89° 07' 40" West, a distance of 546.45 feet to an existing iron pin at corner common to Registered Land Certificate Number 161712 of the Hamilton County Records; thence with the lines common to Registered Land Certificate 161712 and Registered Land Certificate 179130 for the next three calls;

North 03° 00' 00" East, for a distance of 1,339.83 feet to an existing iron pin at a corner common to both Registered Land tracts; thence

North 89° 50' 00" East, a distance of 99.66 feet to an existing iron pin at a corner common to both Registered Land Tracts; thence

North 03° 00' 00" East, a distance of 137.75 feet to the true point of beginning.

Containing 18.037 Acres of land, more or less.

Being part of Registered Land Certificate Number 179130 of the Hamilton County Records.

AND ALSO THE FOLLOWING:

Situated in Section 24, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

Beginning for reference at the intersection of the centerline of North Bend Road and the West line of Section 19; thence

South 87° 24' 30" East, a distance of 2,046.05 feet along the center line of North Bend Road to a set spike; thence continuing with said centerline;

South 86° 21' 30" East, a distance of 170.23 feet to the Northeast corner of Registered Land Certificate 162346; thence leaving said centerline

South 03° 00' 00" West, a distance of 981.11 feet to the Northwest corner of Registered Land Certificate Number 179130; thence with the North line of said Registered Land;

South 88° 06' 00" East, a distance of 444.47 feet to an existing iron pin at the Northeast corner of said Registered Land; thence with the East line of said Registered Land;

South 02° 57' 30" West, a distance of 320.00 feet to a set iron pin, said point being

South 02° 57' 30" West, a distance of 48.51 feet from an existing monument at the Northwest corner of Lot Number Six (6) of the Longwood Subdivision as recorded in Plat Book 1, Page 245 of the Hamilton County records; said point being THE TRUE POINT OF BEGINNING for the herein described parcel; thence along a new line, South 88° 05' 58" East, a distance of 171.56 feet to a set iron pin on the Westerly right-of-way of relocated Winton Road; thence with said right-of-way;

South 28° 39' 39" West, a distance of 60.75 feet to a set iron pin; thence continuing with said right-of-way along a curve to the left having a radius of 1,467.40 feet, an arc length of 582.38 feet; the chord of said arc bearing South 17° 17' 27" West, a distance of 578.57 feet to a set iron pin; thence leaving said right-of-way;

North 89° 24' 33" West, a distance of 1.96 feet to a set iron pin in the East line of Registered Land Certificate 179130; thence with said common East line;

North 02° 57' 30" East, a distance of 612.22 feet to the true point of beginning.

Containing 0.884 Acres of land, more or less.

Being Part of Parcel Number 237-0002-0046-00 of the Hamilton County Records.

Reserving to the Grantors herein, their successors and assigns, the following easement:

A sanitary sewer easement, over, under and across the Premises conveyed to connect to an an existing sanitary sewer in Winton Road to serve the Hoeweler retained parcel. The limits of said retained sewer easement shall be a triangular tract as projected and shown on the plat recorded at Official Record Book 8875, Page 2388, in the HamiltonC ounty, Ohio records.

15166 00156

Scott Crowley  
Hamilton County Recorder's Office  
Doc #: 2024-0031928 Type: MT  
Filed: 05/14/24 07:19:31 AM \$70.00  
Off. Rec.: 15166 00156 F 6 26



b1516600156Fb

## DECLARATION OF DEVELOPMENT RESTRICTIONS

Grantor: **Cardinal Land Conservancy, Inc., an Ohio nonprofit corporation**

Grantee: City Forest Credits  
PO Box 20396 Seattle, WA 98102

Legal Description: See Exhibit A

AND

Auditor's Tax Parcel Identification No(s): **590-0230-0031-00**

Prior Instrument Reference: Official Record Volume 14546, Page 03304, Hamilton County, Ohio records.

THIS DECLARATION OF DEVELOPMENT RESTRICTIONS (the "DECLARATION") is made this 13<sup>th</sup> day of May, 2024, by Cardinal Land Conservancy, Inc., an Ohio nonprofit corporation, for the purpose of clarifying the development restrictions on property at **914 Compton Rd., Cincinnati, Ohio 45231** in **Cincinnati, Ohio**.

## RECITALS

A. Declarant is the owner of certain property in **Cincinnati, Ohio**, addressed as **914 Compton Rd., Cincinnati, Ohio 45231** more particularly described in EXHIBIT A attached hereto and incorporated by reference ("Subject Parcels **590-0230-0031-00**"). Subject shall be referred to as the "Property" hereafter.

B. Declarant purchased the Property from **Mark Besserman**.

C. Declarant is **an Ohio nonprofit corporation as defined in Ohio R.C. 1702.01 et seq.**

D. Declarant recognizes the value of the Property's mature forest as a climate asset. The trees on the Property store CO<sub>2</sub>, reduce storm water runoff, improve air quality, provide energy savings from cooling and heating effects, and improve human health by providing cleaner air and a place for recreation, exercise and the public health benefits of exposure to nature. Clearing of the trees for other uses, such as parking lots, playfields or other uses would seriously impair the climate value of the Property.

E. Declarant intends to enroll the Property with City Forest Credits to develop a forest carbon program, whereby the Declarant will preserve forested stands and earn carbon credits for those preserved trees. City Forest Credits, a non-profit carbon registry, has developed carbon protocols and issues credits for qualifying tree-preservation and tree-planting projects in and around urban areas.

F. Declarant intends by this Declaration to preserve the trees on the Property for a period of no less than 40 years. It understands that this Declaration will bar the clearing or removing of trees for parking lots, picnic shelters, playfields, visitor centers, or any reason other than forest health, hazard, disease, fire, and small, non-motorized recreational trails.

## DECLARATION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, as owner of the Property, hereby declares, grants, imposes, conveys, establishes, and accepts the following development restrictions and covenants which shall run with the land and be binding upon all owners of the Property:

1. *Removal of Trees.* Declarant shall not cut down, destroy, or remove trees located on the Property, except as necessary or desirable to control or prevent hazard, disease or fire or to improve forest health. Recreational non-motor-use trails have negligible or de minimis impacts on biomass and carbon stock and are permissible.

## GENERAL PROVISIONS

2. Run with land. The covenants and restrictions declared, granted, conveyed and established under this Declaration shall run with the land and inure to the benefit of, and be binding upon, Declarant and its heirs, beneficiaries, successors and assigns, and all future owners of the Property.

3. Term and modification. The covenants and restrictions declared, granted, conveyed and established under this Declaration shall remain in effect for a period of forty (40) years, and thereafter at the option of Declarant for so long as Declarant desires.

4. Governing law and venue. The terms and provisions of this Declaration shall be governed, construed, and enforced in accordance with the laws of the State of **Ohio**. Venue for any lawsuit arising out of this Declaration shall be in **Hamilton County, Ohio**.

5. Severability. In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Declaration, but this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. Enforcement.

a. This Declaration is being freely and voluntarily made by Declarant.

b. City Forest Credits and the permitting authority in the locality where the Property is located are express third party beneficiaries of this Declaration (individually, a "Beneficiary", and collectively, the "Beneficiaries"), and shall have the power and right but not the obligation to enforce the terms and conditions of this Declaration by any applicable legal or equitable remedies, including, without limitation, injunctive relief and specific performance. All remedies available under this Declaration shall be in addition to any and all remedies at law or in equity. Notwithstanding, Declarants liability for money damages arising from alleged violations of this Declaration over the term of this Declaration shall be capped at an amount equal to the consideration Declarant receives from the sale of carbon credits created as a result of enrolling the Property in the City Forest Credits carbon program. Enforcement of the terms of this Declaration shall be at the discretion of the Beneficiaries, and any forbearance, delay or omission to exercise its rights under this Declaration in the event of a breach of any term of this Declaration is not a waiver by any Beneficiary of such term or of any subsequent breach of such term, or any other term in this Declaration, or of any rights of any Beneficiary under this Declaration.

c. In addition, City Forest Credits shall have the right to assign the rights described in this Section 6 to any other person or entity with an interest in preserving the

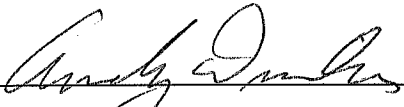


trees on the Property and such party shall be deemed a Beneficiary for the purposes set forth above.

d. Declarant shall be responsible for all costs associated with implementation of this Declaration. In the event of litigation over any matter arising in out of, or in connection with, this Declaration, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including attorney's fees.

Dated this 13<sup>th</sup> day of May, 2024.

**Cardinal Land Conservancy, Inc., an Ohio nonprofit corporation.**

By: 

Name: Andy Dickerson

Title: Executive Director

Attest: N/A

Name: N/A

Title: N/A

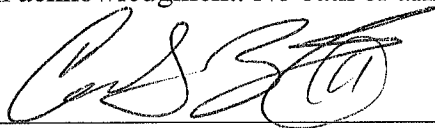
STATE OF OHIO

COUNTY OF CLERMONT

}

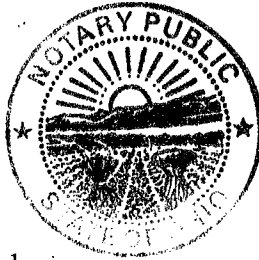
SS.

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of May, 2024, by **Andy Dickerson, Executive Director of Cardinal Land Conservancy Inc., an Ohio nonprofit corporation**, on behalf of the corporation. This is an acknowledgment. No oath or affirmation was administered to the signer.



Notary Public – State of Ohio

My Commission Expires: \_\_\_\_\_



**CHARLES R. BARROWMAN III**  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Date: Section 147.03 O.R.C.

This instrument prepared from form by:  
Charles R. Barrowman III, Attorney at Law  
Milford, Ohio 45150

EXHIBIT A  
LEGAL DESCRIPTION

Parcel Number: 590-0230-0031-00

Situate in Section 21, Town 3, Entire Range 1, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the Southeast corner of Lot Number Forty Two (42) of Wildbrook Acres Second Subdivision as recorded in Plat Book 7, Pages 13 and 14 of the Hamilton County, Ohio Registered Land Records; thence from said point of beginning South 5° 50' 20" West, 160.65 feet; thence South 55° 40' East, 404.74 feet; thence South 72° 07' East, 203.32 feet; thence South 89° 35' East, 171.08 feet to the real place of beginning for this conveyance; thence from said real place of beginning, South 89° 35' East, 346.48 feet; thence South 1° 24' 33" West, 349.61 feet; thence North 86° 34' 12" East, 487.74 feet; thence South 2° 13' 54" West, 828.90 feet; thence South 1° 25' 15" West, 294.31 feet; thence South 87° 46' 23" West, 500.34 feet; thence South 1° 33' 23" West, 337.05 feet to a point in the Northerly right of way line of Compton Road; thence along said Northerly line of Compton Road, South 87° 06' 48" West, 391.20 feet; thence leaving said Northerly right of way line of Compton Road, North 2° 53' 12" West, 286.33 feet; thence North 21° 02' 18" East, 189.22 feet; thence North 12° 09' 48" East, 267.15 feet; thence North 9° 16' 48" East, 684.26 feet; thence North 14° 01' 16" West, 435.35 feet to the place of beginning.

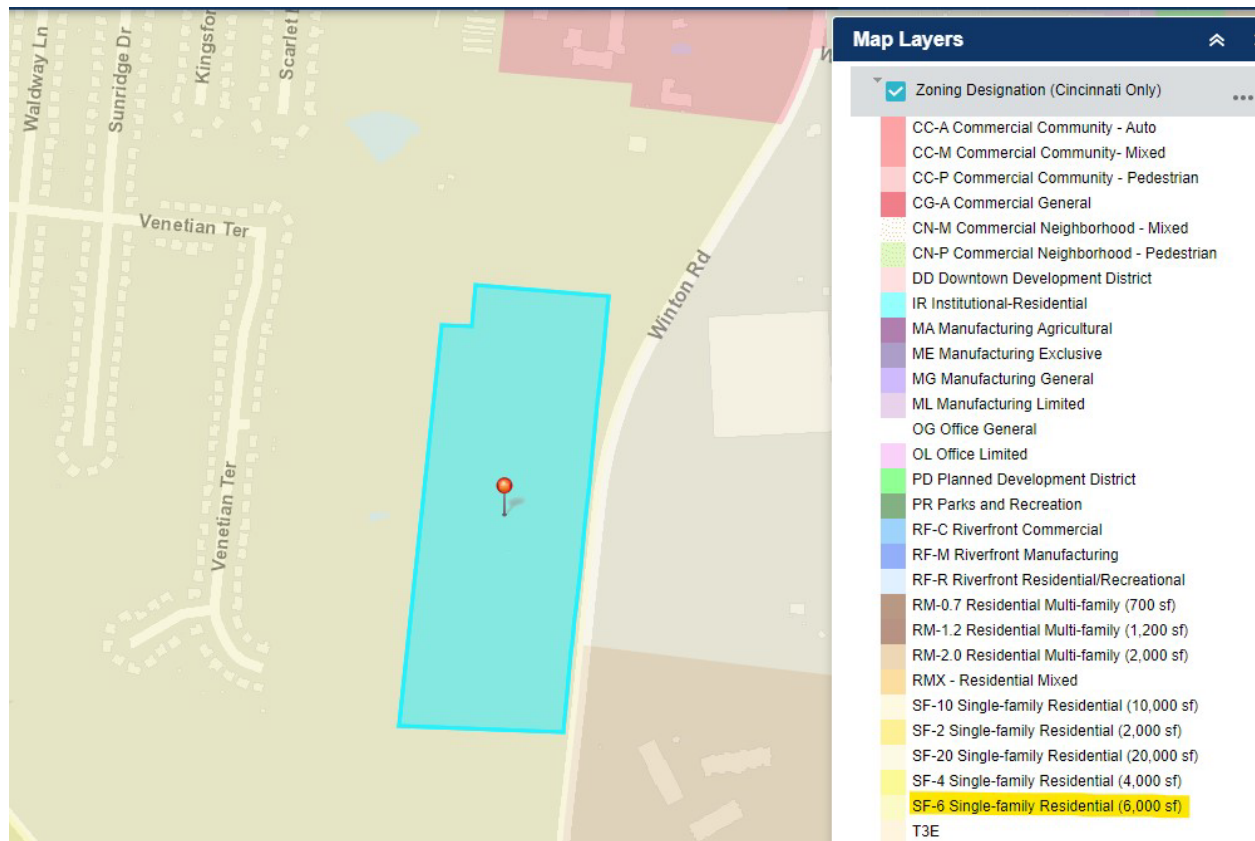
Containing 25.60699 acres of land, more or less.

## Zoning Maps

## **Zoning Maps - Winton & Westmark**

Hamilton County Zoning Map - Winton

Springfield Township Zoning Map - Westmark



Winton parcel screen capture from the searchable Hamilton County Zoning Map:

<https://cagis.hamilton-co.org/cagisonline/?prj=cincZoning>

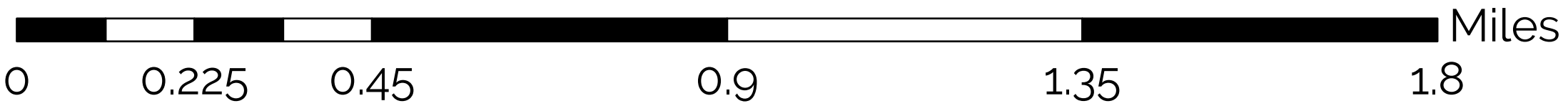


# SPRINGFIELD TOWNSHIP ZONING MAP

HAMILTON COUNTY  
UPDATED JUNE 2023



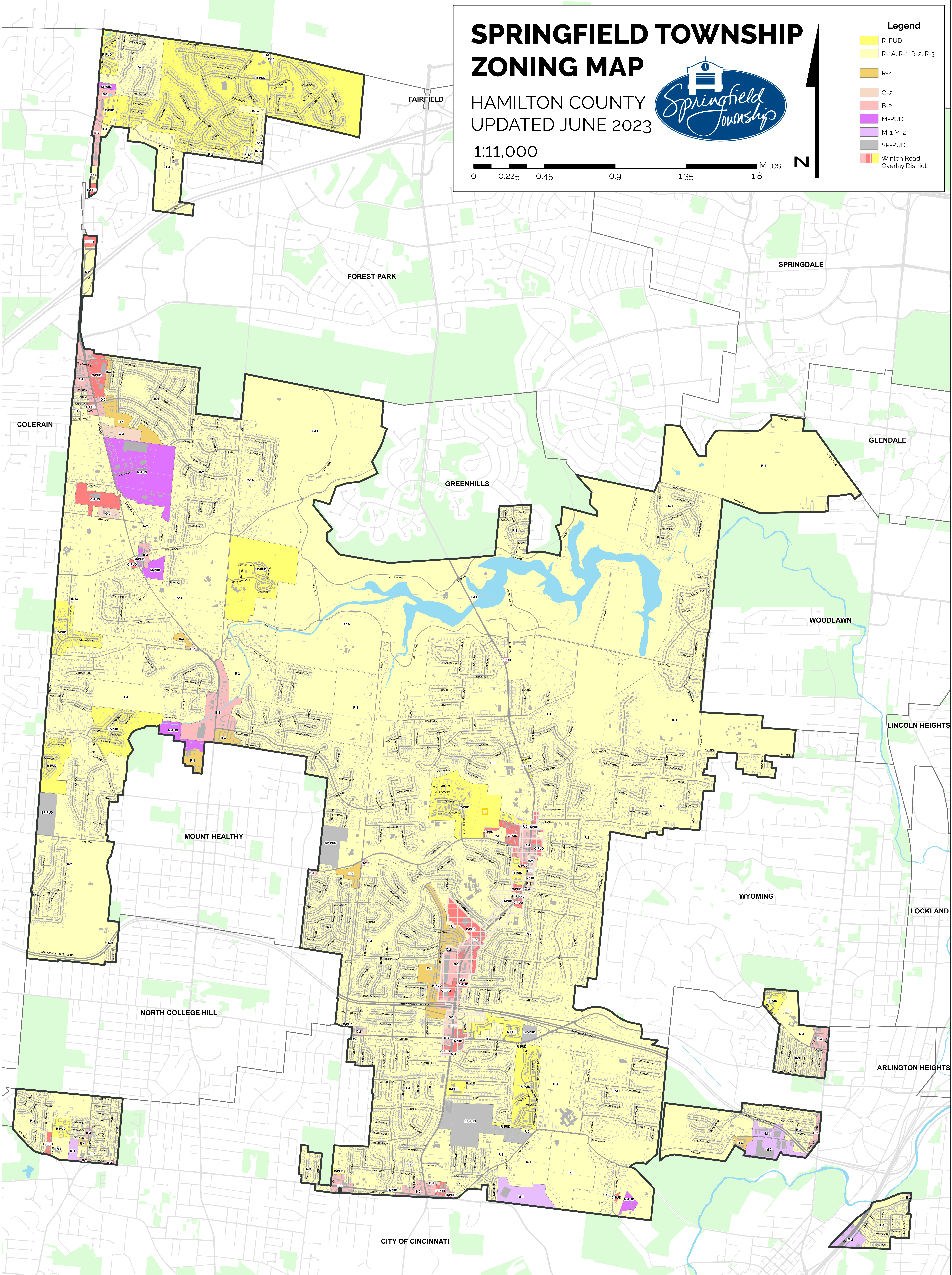
1:11,000



N

## Legend

- R-PUD
- R-1A, R-1, R-2, R-3
- R-4
- O-2
- B-2
- M-PUD
- M-1 M-2
- SP-PUD
- Winton Road Overlay District





## Zoning Description(s)



## **Winton**

Land Development Code - Cincinnati, October 2014

- a. Winton Hillside Overlay District Regulations
- b. Winton Hillside Layer Map
- c. Cincinnati Zoning Office Correspondence
- d. Winton Setback Information



## **Westmark**

Springfield Township Hamilton County, Zoning Resolution 2023

- f. Westmark Minimum Lot Size & Open Space Information
- g. Westmark Setback Information





a. Winton Hillside Development Standards, chapter 1433:

[https://library.municode.com/oh/cincinnati/codes/code\\_of\\_ordinances?nodeId=TIXIZOCOCI\\_CH1433HIOVDI\\_S1433-21AP](https://library.municode.com/oh/cincinnati/codes/code_of_ordinances?nodeId=TIXIZOCOCI_CH1433HIOVDI_S1433-21AP)

VERSION: APR 26, 2024 (CURRENT)  

- § 1433-23. - Hillside Development Standards.
- § 1433-25. - Appeal.
- Chapter 1435 - HISTORIC PRESERVATION
- Chapter 1437 - URBAN DESIGN OVERLAY DISTRICT
- Chapter 1439 - DECISION-MAKING BODIES AND OFFICIALS
- Chapter 1441 - APPLICATION PROCEDURES, PERMITS AND CERTIFICATES
- Chapter 1443 - ZONING HEARING EXAMINER PROCEDURES

(h) The preliminary geotechnical evaluation should address relative hillside stability.  
(Ordained by Ord. No. 15-2004, eff. Feb. 13, 2004; a. Ord. No. 412-2008, § 1, eff. Jan. 4, 2009)

**§ 1433-21. - Approval.**    

(a) If the Zoning Administrator determines the application conforms to the requirements of [§ 1433-19](#) and the requirements of this chapter and all other requirements of the Cincinnati Zoning Code, the Zoning Administrator has the duty to approve a building permit for the proposed work. The Zoning Administrator has the duty to notify all owners of property abutting the subject property and the community organization recognized by the Council as representing the area that includes the subject property.

(b) If the Zoning Administrator determines the application does not conform to the requirements of [§ 1433-19](#), a hearing and decision by the Zoning Hearing Examiner is required, pursuant to [Chapter 1443](#), Zoning Hearing Examiner Procedures, prior to the issuance of a building permit.

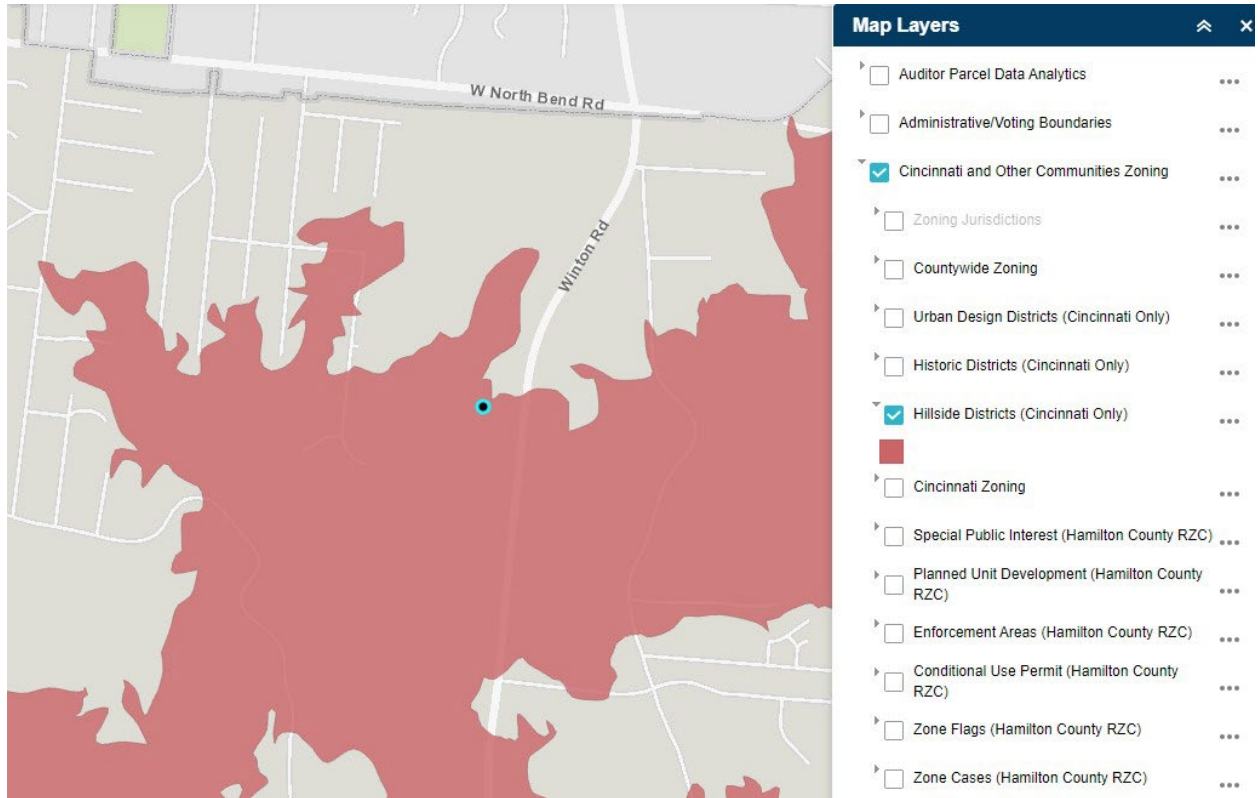
(c) The Zoning Hearing Examiner may approve, approve with conditions or disapprove an application for development in the HS District based on written findings in accordance with [§ 1433-23](#), Hillside Development Standards.

(d) The City Planning Commission is authorized to exercise the powers granted to the Zoning Hearing Examiner pursuant to [Chapter 1443](#) when an application is submitted in connection with an application to subdivide land.

(e) The Historic Conservation Board is authorized to exercise the powers granted to the Zoning Hearing Examiner pursuant to [Chapter 1443](#) when an application relates to property wholly or partially located within a Historic District or involving a Historic Asset.

(Ordained by Ord. No. 15-2004, eff. Feb. 13, 2004; Emer. Ord. No. 141-2015, § 45, eff. July 1, 2015; a. Ord. No. 0050-2019, §§ 7, 8, eff. 2-6-2019)

b. Hillside zoning layer link, map below: <https://cagis.hamilton-co.org/cagisonline/?prj=cincZoning>



c. Land Development Code Correspondence

**From:** [Morgan Anya](#)  
**To:** [Morgan Anya](#)  
**Subject:** Land Development Code updated draft - Cincinnati  
**Date:** Wednesday, May 1, 2024 2:07:50 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)

---

**From:** Zoning Info <[zoninginfo@cincinnati-oh.gov](mailto:zoninginfo@cincinnati-oh.gov)>  
**Sent:** Wednesday, May 1, 2024 1:51:35 PM  
**To:** Jack Stenger <[Jack@cardinallandconservancy.org](mailto:Jack@cardinallandconservancy.org)>  
**Subject:** RE: [External Email] Land Development Code updated draft

Good afternoon,

We do not have any zoning regulations for stream corridors.

Thanks,  
[ZoningInfo@cincinnati-oh.gov](mailto:ZoningInfo@cincinnati-oh.gov)  
City of Cincinnati | City Planning and Engagement  
Two Centennial Plaza | 805 Central Avenue, Suite 720 | Cincinnati, OH 45202  
513-352-2430 (p) | [Website](#) | [Twitter](#) | [Facebook](#)



Stay up to date with “[Connected Communities](#)”

The Permit Center in the Department of Buildings & Inspections (B&I) continues to coordinate all building permit, Zoning Verification Letter, Certificate of Appropriateness, and Zoning Certificate of Compliance applications. We ask that all permit applications be received at the Permit Center or by mail be submitted with **4 sets of plans**.

Our online permits services remain the best way to have your permit processed. We **encourage** you to submit your application by using [Electronic Plan Submission \(which will eliminate 4 sets of plans\)](#), online application (plumbing and HVAC) or by mail, 805 Central Avenue, Suite 500, Cincinnati, Ohio 45202. For questions about applications, please contact Customer Service at (513) 352-3271, opt. 9.

---

**From:** Jack Stenger <[Jack@cardinallandconservancy.org](mailto:Jack@cardinallandconservancy.org)>  
**Sent:** Wednesday, May 1, 2024 6:51 AM  
**To:** Zoning Info <[zoninginfo@cincinnati-oh.gov](mailto:zoninginfo@cincinnati-oh.gov)>

**Subject:** RE: [External Email] Land Development Code updated draft

You don't often get email from [jack@cardinallandconservancy.org](mailto:jack@cardinallandconservancy.org). [Learn why this is important](#)

Thank you for the information,

I have a follow-up question. I couldn't find anything in the Land Development Code about **stream corridor setbacks**. If I have overlooked this, could you please send a link to that or direct me to the section of Code it is in. If stream setbacks are not in the Land Development Code, what setbacks do you use when reviewing development applications? The below table is all we could find and it was in the 2014 Draft Code. Is this used?

### **Sec 1701-3. Stream Corridor Setbacks Overlay District**

Drainage Area	Stream Corridor Setback
≤ 100 acres	25 feet
> 100 acres	65 feet

The area to which a stream corridor setback applies is that area located within 65 feet of either side of the top of the slope of any open stream; provided, however,

Thank you for your help!

All the best,  
Jack

Jack Stenger  
Land Manager  
Cardinal Land Conservancy, Inc.  
[jack@cardinallandconservancy.org](mailto:jack@cardinallandconservancy.org)  
Mobile: 513-290-5542  
Office: 513-752-2828



***"Protecting the Land You Love"***

d. Winton Single Family Districts, chapter 1403:

[https://library.municode.com/oh/cincinnati/codes/code\\_of\\_ordinances?nodeId=TIXIZOCOCI\\_CH1403SIMIDI\\_S1403-03SPPUSIMISU](https://library.municode.com/oh/cincinnati/codes/code_of_ordinances?nodeId=TIXIZOCOCI_CH1403SIMIDI_S1403-03SPPUSIMISU)

Cincinnati, Ohio - Code of Ordinances / TITLE XIV ZONING CODE OF THE CITY OF CINCINNATI / Chapter 1403 - SINGLE-FAMILY DISTRICTS

SHOW CHANGES

VERSION: APR 26, 2024 (CURRENT)

CINCINNATI

Chapter 1400 - GENERAL PROVISIONS AND RULES FOR MEASUREMENT

Chapter 1401 - DEFINITIONS

Chapter 1403 - SINGLE-FAMILY DISTRICTS

§ 1403-01. - Purposes.

§ 1403-03. - Specific Purposes of the Single-Family Subdistricts.

§ 1403-05. - Land Use Regulations.

§ 1403-07. - Development Regulations.

§ 1403-09. - Truck Docks, Loading and Service Areas.

§ 1403-11. - Purpose of Cluster Housing.

(Ordained by Ord. No. 15-2004, eff. Feb. 13, 2004)

**§ 1403-03. - Specific Purposes of the Single-Family Subdistricts.**

The specific purposes of the SF single-family districts are to create, maintain and enhance neighborhood residential areas that are characterized by detached, single-unit structures with typical lot sizes ranging from 2,000 square feet to one-half acre or more in size. Future development must remain single-family residential in character, although some public and non-residential uses may be permitted in certain districts. Five subdistricts are established:


(a) *SF-20 Single-family.* This subdistrict allows large-lot single-family housing at very low densities found in suburban residential districts. The minimum lot size is 20,000 square feet.

(b) *SF-10 Single-family.* This subdistrict allows single-family housing at low densities. The minimum lot size is 10,000 square feet.

(c) *SF-6 Single-family.* This subdistrict allows medium-density, single-family housing. The minimum lot size is 6,000 square feet.

(d) *SF-4 Single-family.* This subdistrict allows moderately high density single-family housing. The minimum lot size is 4,000 square feet.

(e) *SF-2 Single-family.* This district allows high-density, small lot, single-family developments. The minimum lot size is 2,000 square feet.



Winton Setback Information:

[https://library.municode.com/oh/cincinnati/codes/code\\_of\\_ordinances?nodeId=TIXIZOCOCI\\_CH1403SIMIDI\\_S1403-07DERE](https://library.municode.com/oh/cincinnati/codes/code_of_ordinances?nodeId=TIXIZOCOCI_CH1403SIMIDI_S1403-07DERE)

VERSION: APR 26, 2024 (CURRENT)

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EXPAND

Building Form and Location			Setbacks (ft.)			
	Lot Area (sq. ft.)	Lot Width* (ft.)	Front Yard	Side Yard Min./Total	Rear Yard	Maximum Height (ft.)
Single-family (SF-20)	20,000	70	30	10/20	35	35
Single-family (SF-10)	10,000	60	30	10/20	35	35
Single-family (SF-6)	6,000	50	25	7/16	35	35
Single-family (SF-4)	4,000	40	20	3/12	25	35
Attached Single-family (SF-4)	3,500	35	20	0/6	25	35
Single-family (SF-2)	2,000	25	5	0/5	20	35



SPRINGFIELD TOWNSHIP HAMILTON CO.

# ZONING RESOLUTION

## JUNE 2023 UPDATE





ARTICLE 14  
R-2 RESIDENCE DISTRICT

- 14.01 PURPOSE. The R-2 District reserves certain land areas for one-family homes and related compatible uses.
- 14.02 PRINCIPAL PERMITTED USES. The following uses are principal uses permitted as of right, provided that a Zoning Certificate and Final Inspection Certificate have been issued pursuant to Article 5, Subsection 5.06.
- 14.021 Agricultural and farm uses, including any customary agricultural use, building or structure for farming, dairying, pasturage, apiculture, horticulture, floriculture, viticulture, greenhouses and nurseries, not including garden stores or supply centers, provided that such are located on lots which contain three (3) or more acres and comply with all other requirements of Subsection 14.06 of this Article.
- 14.0211 Animal and poultry husbandry or the keeping of farm animals, provided that such uses are located on lots which contain three (3) or more acres and comply with all other requirements of Subsection 14.06 of this Article, and further provided that a maximum of one (1) animal per acre, up to five (5) animals be permitted, and any building or structure used for the keeping of animals be located not less than one hundred (100) feet from any other lot in a Residence District or recorded residential subdivision.
- 14.0212 Agricultural and farm uses as listed above, which are located on lots containing more than five (5) acres, not subject to the provisions of Subsections 14.021, 14.0211, and 14.06 of this Article.
- 14.022 One family detached dwellings.
- 14.023 Public parks.
- 14.024 Day Care, Child Type B
- 14.03 CONDITIONAL USES. The following uses are principal conditional uses permitted only after approval by the Board of Zoning Appeals pursuant to the standards and procedures set forth in Article 8, Subsection 8.053:
- 14.031 Churches, and other similar places of worship.
- 14.032 Public and private elementary and high schools.
- 14.033 Public buildings and properties of an administrative, cultural, recreational or service type including such buildings to house not-for-profit organizations.

- 14.034 Bed and breakfast establishments, provided it is owner-occupied and contains not more than three guests rooms.
- 14.035 Country clubs, golf courses (excluding driving ranges which are not a part of a golf course or miniature golf course) and other private, profit oriented, non-commercial recreation areas and facilities including swimming pools.
- 14.036 Cemeteries.
- 14.037 Non-profit parks.
- 14.038 Electronic message boards signs.
- 14.04 ACCESSORY USES. Accessory uses and structures shall be permitted as of right provided they comply with the requirements of Article 11, Subsection 11.11 and all other requirements of this Article or other applicable requirements of this Resolution.
- 14.05 PROHIBITED USES. Uses not specifically listed as permitted by this district may be permitted if determined by the Board of Zoning Appeals pursuant to Article 8, Subsection 8.051 to be of the same general character as the above permitted uses.
- 14.06 DEVELOPMENT STANDARDS. In addition to the General Provisions set forth in Article 10 and the General Residential Provisions as set forth in Article 11, the following standards for arrangement and development of land and buildings are required in the R-2 Residence District.
- 14.061 HEIGHT STANDARDS. No principal structure shall exceed two and one-half (2-1/2) stories or thirty-five (35) feet in height, whichever is less, and no accessory structure shall exceed twenty (20) feet in height, except as provided in Article 10, Subsection 10.23.
- 14.062 AREA, FRONTAGE AND YARD REQUIREMENTS. The following minimum area, frontage, and yard requirements shall apply to each principal building or structure. (See [Figure 3](#) in Graphic Appendix).

Lot Areas	Lot Frontage	Front Yard Depth	Each Side Yard	Rear Yard Depth	Lot Coverage
<u>One Family</u>					
<u>Dwellings -</u>					
10,500 sq. ft.	70 ft.*	35 ft.	8 ft.	35 ft.	50%
<u>Other permitted</u>					
uses -					
40,000	200 ft.	100 ft.	50 ft.	100 ft.	45%

\* See Article 11, Subsection 11.02 for exceptions.

ARTICLE 26  
PUD-PLANNED UNIT DEVELOPMENT DISTRICTS

- 26.01 PURPOSE. This article authorizes the creation of certain types of planned unit development districts which provide a flexible zoning procedure for residential, commercial, industrial, and special purpose land uses. **These districts permit new techniques in community development and flexible design and development regulations which assure an efficient utilization and allocation of land.** Maximum overall gross densities and intensities can be achieved on tracts within these districts when approved by the Board of Trustees and/or Zoning Commission which assure a minimum adverse effect on natural features and the environment, and which assure greater efficiency in providing public and utility services or which due to key design, land use, or public amenities offer an increased overall benefit to the community and promotes the public health, safety, and general welfare.
- 26.02 TYPES OF PLANNED UNIT DEVELOPMENT DISTRICTS. The following are the planned unit development districts which are available to property owners at their election:
- "R-PUD" Residential Planned Unit Development  
"C-PUD" Commercial Planned Unit Development  
"M-PUD" Industrial Planned Unit Development  
"SP-PUD" Special Purpose Planned Unit Development
- 26.03 PRINCIPAL PERMITTED USES. All uses in a Planned Unit Development District are subject to the approval of a preliminary and final development plan by the Zoning Commission and Board of Township Trustees pursuant to Subsection 26.09 through 26.16, inclusive. The following explains the uses permitted by each of the Planned Unit Development Districts. Uses not specifically listed as permitted by these districts may be permitted if determined by the Zoning Commission and/or Board of Trustees to be of the same general character as the above permitted uses.
- 26.031 **The following uses are principal permitted uses in the R-PUD District:**
- 26.0311 **Any use permitted either as a principal or conditional use in the R-1, R-1A, R-2, or R-3 Districts.**
- 26.0312 Multiple-family dwellings, row dwellings and townhouses.  
The density of these uses in a Residential Planned Unit Development shall be determined pursuant to the General Design Standards listed in Article 26.04 and not necessarily restricted to the development standards of the R-4 (Multiple-Family) District.
- 26.032 The following uses are principal permitted uses in the C-PUD District:

- 26.0321 Any use permitted either as a principal or conditional use in the O-1, O-2, B-1, or B-2 Districts.
- 26.033 The following uses are principal permitted uses in the M-PUD District:
  - 26.0331 Any use permitted either as a principal or conditional use in the O-1, O-2, B-1, B-2, M-1, or M-2 Districts.
- 26.034 The following uses are principal permitted uses in the SP-PUD District. Said district shall be for designating those uses approved on a planned unit basis which are not generally included in other districts of this Resolution, employ a combination of district provisions, or due to unique circumstances or unusual characteristics require special design consideration:
  - 26.0341 Airports.
  - 26.0342 Amusement centers or parks.
  - 26.0343 Colleges or universities.
  - 26.0344 Community centers and recreational areas
  - 26.0345 Museum and cultural centers, including outdoor theaters.
  - 26.0346 Stadiums and sports arenas.
  - 26.0347 Mass transit terminals.
  - 26.0348 Zoos.
- 26.04 GENERAL DESIGN STANDARDS. Design standards for area, lot coverage, density, yard requirements, parking, landscaping, and screening for a proposed Planned Unit Development shall be established by the Zoning Commission and Board of Township Trustees on the Preliminary Development Plan. Exceptions and variations from the standards provided by the non-planned Zoning Districts of this Resolution may, and should be granted by the Zoning Commission and Board of Township Trustees when it is determined that due to certain design elements, natural features, and public amenities, the exceptions are warranted. Standards for public infrastructure improvements shall be governed by the applicable regulations of the county agency charged with the responsibility for review and approval.
- 26.05 MINIMUM LOT AREA. The tract of land to be developed on a planned unit basis shall be a minimum of three (3) acres. Infill tracts of less than three (3) acres may be considered and approved by the Zoning Commission and Board of Township Trustees on a planned unit basis when the use is in compliance with the Springfield Township Land Use Plan.

- 26.06 COMMON OPEN SPACE. There shall be reserved, within the tract to be developed on a planned unit basis, a minimum percentage of land area of the entire tract for use as common open space. The Zoning Commission and Board of Trustees may require additional open space as warranted by the individual development plan. This minimum percentage of land shall be as follows:
- 26.061 R-PUD -10% for projects of exclusively single-family units.  
15% for projects of mixed units.  
20% for projects of exclusively multi-family units.
- 26.062 C-PUD - 15% for all projects.
- 26.063 M-PUD - 15% for all projects.
- 26.064 SP-PUD - 15% for all projects.
- 26.065 Required common open space shall not consist of isolated or fragmented pieces of land which will serve no useful purpose or which will present maintenance difficulties.
- 26.066 Required common open space may include pedestrian walkways, parkland, open areas, bridle paths, drainage ways and detention basins, swimming pools, clubhouses, tennis courts, golf courses, parking areas for any of the above, and other lands of essentially open or undisturbed or improved character, exclusive of off-street parking areas and street right-of-ways.
- 26.067 Ownership of common open space in an R-PUD shall be transferred by the developer to a legally established homeowners association, or if accepted, to the Board of Township Trustees, or other public or quasi-public agency. Common open space that includes a clubhouse, golf course or other recreational facilities may remain in private ownership, subject to size and special conditions applied by the Zoning Commission and Board of Township Trustees. Common open space in a C-PUD, M-PUD, or SP-PUD may also be dedicated to the Township or other public or quasi-public agency pursuant to the above requirements or remain in private ownership, provided public easement, as determined necessary by the Zoning Commission and Board of Trustees, is granted and officially recorded on the plat.
- 26.07 PLANNED UNIT DEVELOPMENTS REQUIRE DISTRICT CHANGE. In addition to the following specific procedures and provisions of this Article regarding requirements for application and approval of planned districts, an application request for any of the Planned Unit Development Districts included in this Article are also subject to the procedures set forth in Article 6. The original establishment and application of a planned unit development shall be regarded as and subject to the same requirements as a district change.

## Threat of Loss Demonstration

Winton Developed Perimeter Map

Westmark Developed Perimeter Map



# Winton Preserve

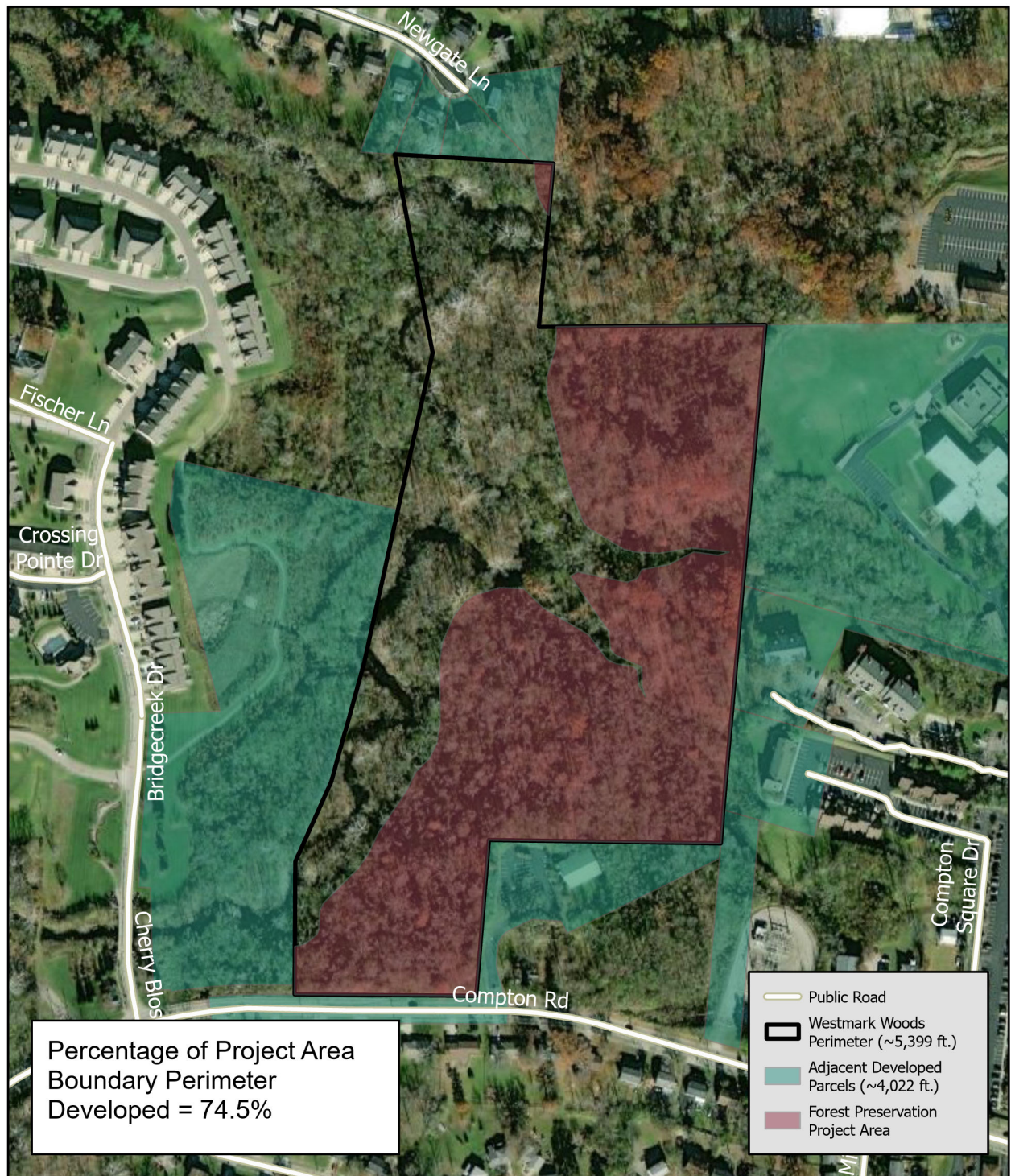
## Threat of Perimeter Development





# Westmark Woods

## Threat of Perimeter Development



## Attestation of No Double Counting and No Net Harm



## Winton Preserve and Westmark Woods Forest Preservation Project Attestation of No Double Counting of Credits & No Net Harm

I am the Executive Director of the Cardinal Land Conservancy and make this attestation regarding the no double counting of credits and no net harm from this tree preservation project, Winton Preserve and Westmark Woods Forest Preservation Project.

### 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

Cardinal Land Conservancy has not and will not seek credits for CO<sub>2</sub> for the project trees or for this project from any other organization or registry issuing credits for CO<sub>2</sub> storage.

### 3. No Double Counting by Seeking Credits for the Same Trees or Same CO<sub>2</sub> Storage

Cardinal Land Conservancy has not and will not apply for a project including the same trees as this project nor will it seek credits for CO<sub>2</sub> storage for the project trees or for this project in any other project or more than once. Cardinal Land Conservancy checked the location of the Project Area against the Registry-provided geospatial database, which contains geospatial data on the project areas of all registered urban forest carbon preservation projects to date. Project Operator has determined that there is no overlap of Project Area or Project Trees with any registered urban forest carbon preservation project.

### 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 April 29<sup>th</sup> in 2024, by Executive Director Andy Dickerson for Cardinal Land Conservancy.

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Signature

513-752-2828

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Phone

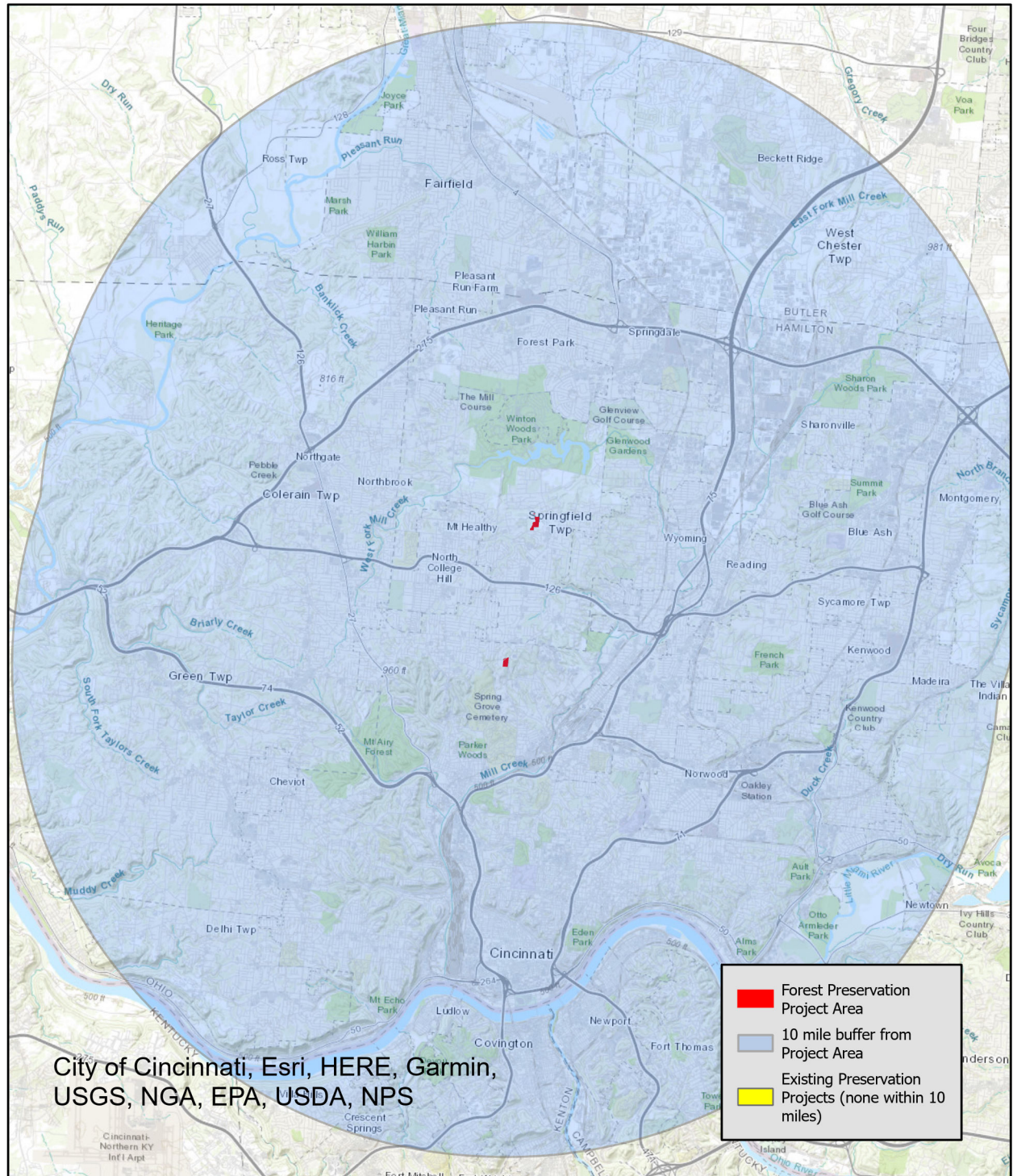
andy@cardinallandconservancy.org

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Email



# No Double Counting - Projects within 10-mile radius



## Attestation of Additionality



## Winton Preserve and Westmark Woods Forest Preservation Project Attestation of Additionality

I am the Executive Director of the Cardinal Land Conservancy and make this attestation regarding additionality from this tree preservation project, Winton Preserve and Westmark Woods Forest Preservation Project.

- Project Description
  - The Project that is the subject of this attestation is described more fully in the Application and the 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
- The zoning in the Project Area currently allows for a non-forest use
- The trees in the Project Area face a threat or risk of removal or conversion out of forest
- Cardinal 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 the 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. The project also had to apply a discount to credited carbon for potential displaced development due to the project.
- Project Implementation Agreement for Project Duration
  - Cardinal Land Conservancy signed a Project Implementation Agreement with City Forest Credits for 40 years.
- 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. Carbon revenues will be used to enhance ecological benefits and forest health of the Project area and manage the existing natural surface trail through the property.
- Cardinal Land Conservancy became aware of carbon crediting opportunities through City Forest Credits in September of 2022. Shortly thereafter carbon crediting was introduced into the scope for the project. A Notice of intent was not signed.

Signed on April 29 in 2024, by Executive Director Andy Dickerson, for Cardinal Land Conservancy

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Andy Dickerson

\_\_\_\_\_  
Printed Name

513-752-2828

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Phone      [andy@cardinallandconservancy.org](mailto:andy@cardinallandconservancy.org)

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Email

# Carbon Quantification Tool



Project Name

Project Location

Carbon Quantification Summary

Protocol Section

Supplemental Information/Notes

B2, B2, B2,,

67.12924916

63.51766903

232.9

100%

6,235

4,988

79%

3,939

36%

9.508439669

1,141

18.3%

721

346

3,218

795

4,014

401

3,612

135

Total Project Area Acres

US Forest Service General Technical Report NE-343 - Table Number

Stand age (years)

Biomass tC/ac

Biomass tCO2e/ac

Percent cover

Project Stock, tCO2e

Accounting Stock, tCO2e

Fraction at risk of tree removal

Avoided Biomass Emissions, tCO2e

Avoided impervious surface, percent

Avoided impervious surface, acres

Avoided Soil Carbon Emissions, tCO2e

Displacement

Displaced Biomass Emissions, tCO2e

Displaced Soil Emissions

Credits from Avoided Biomass Emissions, tCO2e

Credits from Avoided Soil Emissions, tCO2e

Total Credits attributed to the project, tCO2e

Registry Reversal Pool Account (10%), tCO2e

Total credits issued to the project, tCO2e

Total credits issued to the project, tCO2e/acre

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

11.3 Based on zoning - see 11.4 in preservation protocol

11.3

11.3

11.4 Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area

11.4

11.4 Assumes that redevelopment causes increase in impervious surface on reveveloped parcels

Year	Credits Issued This Year	Cumulative Credits Issued	Buffer Credits Issued
1	3612	3612	401
2	0	3612	0
3	0	3612	0
4	0	3612	0
5	0	3612	0

Credit Sum Check (delete before finalizing document)

3612.293575 If not equal to B29, check math!

\$ 122,817.98

Project Name		
Project Location		
Stand & Zoning		
Carbon Quantification Summary		Protocol Section    Supplemental Information/Notes
	15,580    Total Project Area Acres	Include project area for all parcels enrolled in carbon project
	B2    US Forest Service General Technical Report NE-343 - Table Number	11.1.A    Based on the GTR regions map and primary forest type
	50    Stand age (years)	11.1.A    determine using aerial photos
	54.1    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
	198.4    Biomass tCO2e/ac	11.1.A
	100%    Percent cover	11.1.A    include i-Tree Canopy file containing coordinates of evaluated points
	3,091    Project Stock, tCO2e	11.1.A
	2,472    Accounting Stock, tCO2e	11.1.A
	67.77%    Fraction at risk of tree removal	11.2    Based on zoning - see 11.2 in preservation protocol
	1,675    Avoided Biomass Emissions, tCO2e	11.2
	35.17%    Avoided impervious surface, percent	11.3    Based on zoning - see 11.3 in preservation protocol
	5,480,039,669    Avoided impervious surface, acres	11.3
	658    Avoided Soil Carbon Emissions, tCO2e	11.3
	18.3%    Displacement	11.4    Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area
	307    Displaced Biomass Emissions, tCO2e	11.4
	199    Displaced Soil Emissions	11.4    Assumes that redevelopment causes increase in impervious surface on reveveloped parcels
	1,369    Credits from Avoided Biomass Emissions, tCO2e	
	458    Credits from Avoided Soil Emissions, tCO2e	
	1,827    Total Credits attributed to the project, tCO2e	
	183    Registry Reversal Pool Account (10%), tCO2e	
	1,644    Total credits issued to the project, tCO2e	
	106    Total credits issued to the project, tCO2e/acre	

\$

55,912.97

Project Name		Project Location		Stand & Zoning	
Carbon Quantification Summary		Protocol Section Supplemental Information/Notes			
2.250 Total Project Area Acres		Include project area for all parcels enrolled in carbon project			
82 US Forest Service General Technical Report NE-343 - Table Number		11.1.A based on the GTR regions map and primary forest type			
75 Stand age (years)		11.1.A determine using aerial photos			
69.2 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			
253.7 Biomass tCO2e/ac		11.1.A			
100% Percent cover		11.1.A include i-Tree Canopy file containing coordinates of evaluated points			
571 Project Stock, tCO2e		11.1.A			
457 Accounting Stock, tCO2e		11.1.A			
90% Fraction at risk of tree removal		11.2 Based on zoning - see 11.2 in preservation protocol			
411 Avoided Biomass Emissions, tCO2e		11.2			
36% Avoided impervious surface, percent		11.3 Based on zoning - see 11.3 in preservation protocol			
0.81 Avoided impervious surface, acres		11.3			
97 Avoided Soil Carbon Emissions, tCO2e		11.3			
18.3% Displacement		11.4 Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area			
75 Displaced Biomass Emissions, tCO2e		11.4			
29 Displaced Soil Emissions		11.4 Assumes that redevelopment causes increase in impervious surface on redeveloped parcels			
336 Credits from Avoided Biomass Emissions, tCO2e					
68 Credits from Avoided Soil Emissions, tCO2e					
404 Total Credits attributed to the project, tCO2e					
40 Registry Reversal Pool Account (10%), tCO2e					
363 Total credits issued to the project, tCO2e					
161 Total credits issued to the project, tCO2e/acre					

Project Name		
Project Location		
Stand & Zoning		
Carbon Quantification Summary		Protocol Section Supplemental Information/Notes
	8,940 Total Project Area Acres	Include project area for all parcels enrolled in carbon project
	B2 US Forest Service General Technical Report NE-343 - Table Number	11.1.A based on the GTR regions map and primary forest type
	95 Stand age (years)	11.1.A determine using aerial photos
	78.5 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
	287.8 Biomass tCO2e/ac	11.1.A
	100% Percent cover	11.1.A include i-Tree Canopy file containing coordinates of evaluated points
	2,573 Project Stock, tCO2e	11.1.A
	2,059 Accounting Stock, tCO2e	11.1.A
	90% Fraction at risk of tree removal	11.2 Based on zoning - see 11.2 in preservation protocol
	1,853 Avoided Biomass Emissions, tCO2e	11.2
	36% Avoided impervious surface, percent	11.3 Based on zoning - see 11.3 in preservation protocol
	3.22 Avoided impervious surface, acres	11.3
	386 Avoided Soil Carbon Emissions, tCO2e	11.3
	18.3% Displacement	11.4 Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area
	339 Displaced Biomass Emissions, tCO2e	11.4
	117 Displaced Soil Emissions	11.4 Assumes that redevelopment causes increase in impervious surface on reveveloped parcels
	1,514 Credits from Avoided Biomass Emissions, tCO2e	
	269 Credits from Avoided Soil Emissions, tCO2e	
	1,783 Total Credits attributed to the project, tCO2e	
	178 Registry Reversal Pool Account (10%), tCO2e	
	1,605 Total credits issued to the project, tCO2e	
	179 Total credits issued to the project, tCO2e/acre	

Fraction at Risk & Impervious Surface Worksheet - Residential Zoning

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Fraction at Risk of Tree Removal		Supplemental Information/Notes
<div>If minimum lot size is smaller than 2.25 acres, use 90%</div>		
<div>OR if minimum lot size is larger than 2.25 acres:</div>		
<div>15.58 Project Area (acres)</div>		
<div>3.000 Minimum lot size (acres/unit)</div>		Check the local zoning code
<div>5.00 Max potential dwelling units</div>		
<div>10.00 Clearing estimated at 2 acres/unit</div>		
<div>0.56 Clearing estimated at 10% of remaining area</div>		
<div>10.6 Total potentially cleared area</div>		
<div>67.77% Fraction at risk of tree removal</div>		

Impervious Surface	
<div>If zoning code does not specify maximum lot coverage or yard setbacks, use the lesser of 50% or the fraction at risk of tree removal</div>	<div>*Per 11.3.8</div>
<div>OR If the Zoning Code specifies maximum lot coverage</div>	
<div>Avoided impervious surface (maximum lot coverage)</div>	<div>Residential Planned Unit Development</div>
<div>Check the local zoning code</div>	
<div>OR If the Zoning Code does not specify maximum lot coverage but specifies minimum yard setbacks</div>	
<div>15.58 Project Area (acres)</div>	
<div>130680.00 Minimum lot size (sqft/unit)</div>	Check the local zoning code
<div>50.00 Minimum lot width (feet)</div>	
<div>2613.60 Estimated lot length (feet)</div>	
<div>25 Front yard setback (ft)</div>	
<div>1,250 Estimated front yard setback (sqft)</div>	
<div>35 Rear yard setback (ft)</div>	
<div>1,750 Estimated rear yard setback (sqft)</div>	
<div>16 Side yard setback</div>	
<div>81,715 Estimated side yard setbacks (sqft/unit)</div>	
<div>84,715 All setbacks per unit (sqft/unit)</div>	
<div>35.17% Avoided impervious surface</div>	
<div>CHECK: If greater than 50%, the standard deduction for residential use should be used. If less than 50%, use this number instead.</div>	
<div>The standard deduction for residential use is the lesser of 50% or the fraction at risk of tree removal</div>	

Fraction at Risk & Impervious Surface Worksheet - Residential Zoning

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Fraction at Risk of Tree Removal	Supplemental Information/Notes
If minimum lot size is smaller than 2.25 acres, use 90%	
OR if minimum lot size is larger than 2.25 acres:	
11.19 Project Area (acres)	Check the local zoning code
0.138 Minimum lot size (acres/unit)	
81.00 Max potential dwelling units	
162.00 Clearing estimated at 2 acres/unit	
-15.08 Clearing estimated at 10% of remaining area	
146.9 Total potentially cleared area	
1312.95% Fraction at risk of tree removal	

Impervious Surface	
If zoning code does not specify maximum lot coverage or yard setbacks, use the lesser of 50% or the fraction at risk of tree removal *Per 11.3.8	
OR If the Zoning Code specifies maximum lot coverage	
Avoided impervious surface (maximum lot coverage)	Check the local zoning code
OR If the Zoning Code does not specify maximum lot coverage but specifies minimum yard setbacks	
11.19 Project Area (acres)	Check the local zoning code
6,000 Minimum lot size (sqft/unit)	
50.00 Minimum lot width (feet)	
120.00 Estimated lot length (feet)	
25 Front yard setback (ft)	
1,250 Estimated front yard setback (sqft)	
35 Rear yard setback (ft)	
1,750 Estimated rear yard setback (sqft)	
7 Side yard setback	
840 Estimated side yard setbacks (sqft/unit)	
3,840 All setbacks per unit (sqft/unit)	
36% Avoided impervious surface	
CHECK: If greater than 50%, the standard deduction for residential use should be used. If less than 50%, use this number instead.	
The standard deduction for residential use is the lesser of 50% or the fraction at risk of tree removal	

## iTree Canopy Report

# iTree Canopy Reports

Winton iTree Canopy Report

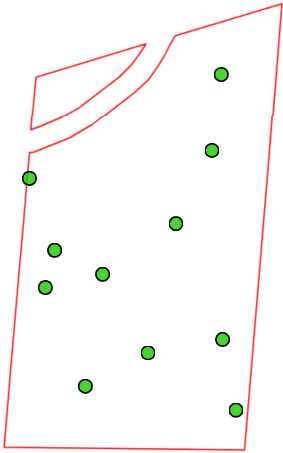
Westmark iTree Canopy Report



# i-Tree Canopy

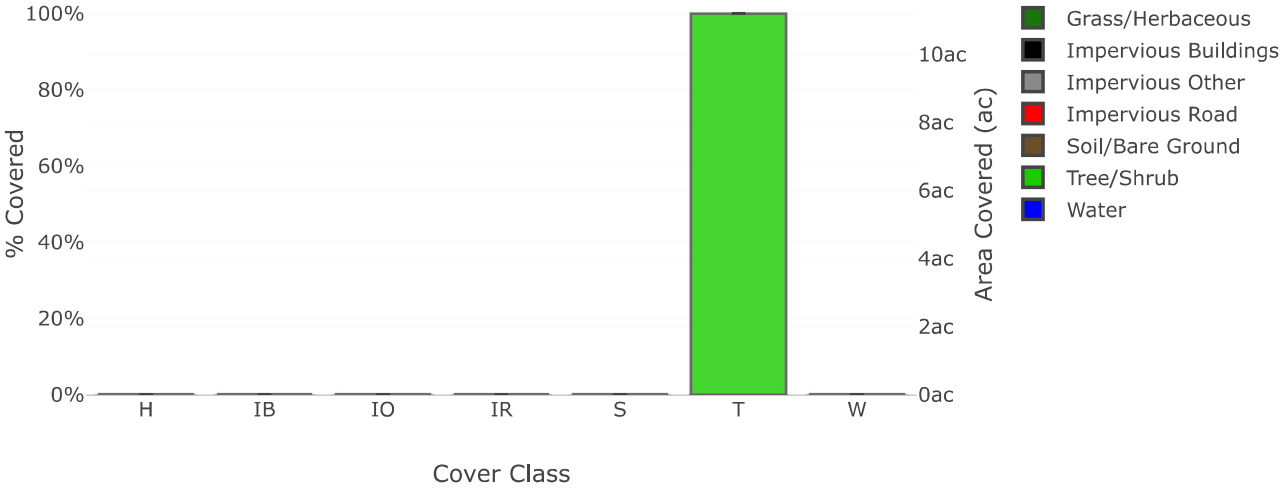
## Cover Assessment and Tree Benefits Report

Estimated using random sampling statistics on 4/23/2024



Google

Land Cover



Abbr.	Cover Class	Description	Points	% Cover ± SE	Area (ac) ± SE
H	Grass/Herbaceous		0	0.00 ± 0.00	0.00 ± 0.00
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		11	100.00 ± 0.00	11.20 ± 0.00
W	Water		0	0.00 ± 0.00	0.00 ± 0.00
Total			11	100.00	11.20

Tree Benefit Estimates: Carbon (English units)

Description	Carbon (T)	±SE	CO <sub>2</sub> Equiv. (T)	±SE	Value (USD)	±SE
Sequestered annually in trees	15.29	±0.00	56.07	±0.00	\$2,608	±0
Stored in trees (Note: this benefit is not an annual rate)	384.03	±0.00	1,408.11	±0.00	\$65,496	±0

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

Tree Benefit Estimates: Air Pollution (English units)

Abbr.	Description	Amount (lb)	±SE	Value (USD)	±SE
CO	Carbon Monoxide removed annually	10.12	±0.00	\$2	±0
NO2	Nitrogen Dioxide removed annually	50.61	±0.00	\$1	±0
O3	Ozone removed annually	538.12	±0.00	\$31	±0
SO2	Sulfur Dioxide removed annually	50.55	±0.00	\$0	±0
PM2.5	Particulate Matter less than 2.5 microns removed annually	26.59	±0.00	\$65	±0
PM10*	Particulate Matter greater than 2.5 microns and less than 10 microns removed annually	191.22	±0.00	\$187	±0
Total		867.22	±0.00	\$287	±0

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Air Pollution Estimates are based on these values in lb/ac/yr @ \$/lb/yr and rounded:  
CO 0.903 @ \$0.20 | NO2 4.518 @ \$0.01 | O3 48.036 @ \$0.06 | SO2 4.512 @ \$0.00 | PM2.5 2.374 @ \$2.46 | PM10\* 17.070 @ \$0.98 (English units: lb = pounds, ac = acres)

Tree Benefit Estimates: Hydrological (English units)

Abbr.	Benefit	Amount (Kgal)	±SE	Value (USD)	±SE
AVRO	Avoided Runoff	10.06	±0.00	\$90	±0
E	Evaporation	829.89	±0.00	N/A	N/A
I	Interception	834.04	±0.00	N/A	N/A
T	Transpiration	1,285.99	±0.00	N/A	N/A
PE	Potential Evaporation	6,310.00	±0.00	N/A	N/A
PET	Potential Evapotranspiration	6,310.00	±0.00	N/A	N/A

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Hydrological Estimates are based on these values in Kgal/ac/yr @ \$/Kgal/yr and rounded:  
AVRO 0.898 @ \$8.94 | E 74.082 @ N/A | I 74.452 @ N/A | T 114.796 @ N/A | PE 563.274 @ N/A | PET 563.274 @ N/A (English units: Kgal = thousands of 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.

# i-Tree Canopy

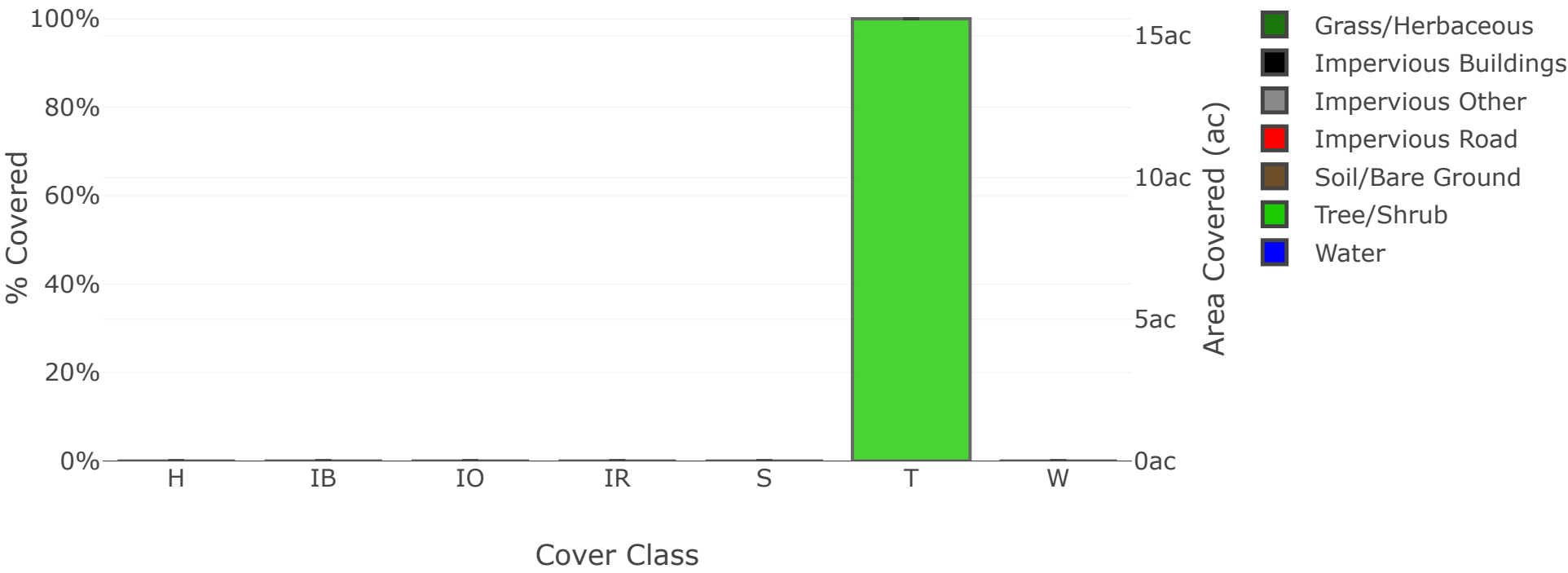
## Cover Assessment and Tree Benefits Report

Estimated using random sampling statistics on 4/23/2024



Google

### Land Cover



4/23/24, 12:14 PMi-Tree Canopy

Abbr.	Cover Class	Description	Points	% Cover ± SE	Area (ac) ± SE
H	Grass/Herbaceous		0	0.00 ± 0.00	0.00 ± 0.00
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		11	100.00 ± 0.00	15.60 ± 0.00
W	Water		0	0.00 ± 0.00	0.00 ± 0.00
Total			11	100.00	15.60

Tree Benefit Estimates: Carbon (English units)

Description	Carbon (T)	±SE	CO <sub>2</sub> Equiv. (T)	±SE	Value (USD)	±SE
Sequestered annually in trees	21.30	±0.00	78.09	±0.00	\$3,632	±0
Stored in trees (Note: this benefit is not an annual rate)	534.85	±0.00	1,961.11	±0.00	\$91,219	±0

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

Tree Benefit Estimates: Air Pollution (English units)

Abbr.	Description	Amount (lb)	±SE	Value (USD)	±SE
CO	Carbon Monoxide removed annually	14.09	±0.00	\$3	±0
NO2	Nitrogen Dioxide removed annually	70.49	±0.00	\$1	±0
O3	Ozone removed annually	749.46	±0.00	\$43	±0
SO2	Sulfur Dioxide removed annually	70.40	±0.00	\$0	±0
PM2.5	Particulate Matter less than 2.5 microns removed annually	37.04	±0.00	\$91	±0
PM10*	Particulate Matter greater than 2.5 microns and less than 10 microns removed annually	266.32	±0.00	\$261	±0
Total		1,207.80	±0.00	\$399	±0

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Air Pollution Estimates are based on these values in lb/ac/yr @ \$/lb/yr and rounded:  
CO 0.903 @ \$0.20 | NO2 4.518 @ \$0.01 | O3 48.036 @ \$0.06 | SO2 4.512 @ \$0.00 | PM2.5 2.374 @ \$2.46 | PM10\* 17.070 @ \$0.98 (English units: lb = pounds, ac = acres)

Tree Benefit Estimates: Hydrological (English units)

Abbr.	Benefit	Amount (Kgal)	±SE	Value (USD)	±SE
AVRO	Avoided Runoff	14.01	±0.00	\$125	±0
E	Evaporation	1,155.82	±0.00	N/A	N/A
I	Interception	1,161.59	±0.00	N/A	N/A
T	Transpiration	1,791.04	±0.00	N/A	N/A
PE	Potential Evaporation	8,788.13	±0.00	N/A	N/A
PET	Potential Evapotranspiration	8,788.13	±0.00	N/A	N/A

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Hydrological Estimates are based on these values in Kgal/ac/yr @ \$/Kgal/yr and rounded:  
AVRO 0.898 @ \$8.94 | E 74.082 @ N/A | I 74.452 @ N/A | T 114.796 @ N/A | PE 563.274 @ N/A | PET 563.274 @ N/A (English units: Kgal = thousands of gallons, ac = acres)

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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.

Id	Cover Class Description	Latitude	Longitude
1	Tree/Shrub	39.1954	-84.5243
2	Tree/Shrub	39.19524	-84.5253
3	Tree/Shrub	39.19439	-84.525
4	Tree/Shrub	39.195	-84.5253
5	Tree/Shrub	39.19468	-84.5239
6	Tree/Shrub	39.19424	-84.5238
7	Tree/Shrub	39.19568	-84.5255
8	Tree/Shrub	39.19634	-84.5239
9	Tree/Shrub	39.1946	-84.5245
10	Tree/Shrub	39.19509	-84.5249
11	Tree/Shrub	39.19586	-84.524

Id	Cover Class Description	Latitude	Longitude
1	Tree/Shrub	39.23586	-84.5145
2	Tree/Shrub	39.23719	-84.5131
3	Tree/Shrub	39.23603	-84.5135
4	Tree/Shrub	39.23482	-84.5162
5	Tree/Shrub	39.23542	-84.5145
6	Tree/Shrub	39.23676	-84.5132
7	Tree/Shrub	39.23493	-84.5162
8	Tree/Shrub	39.23797	-84.5141
9	Tree/Shrub	39.23613	-84.5133
10	Tree/Shrub	39.23468	-84.5157
11	Tree/Shrub	39.23838	-84.5137

## Forest Composition Report and Site Photos

# Winton and Westmark Woods Forest Preservation Project

## Forest Composition Report

I am Jack Stenger, the Land Manager for Cardinal Land Conservancy, and I created this Forest Composition Report for the Winton and Westmark Woods Forest Preservation Project (Project 055) on February 11, 2024. I am an ecologist with 15 years of professional experience in botanical surveys, including forestry surveys. I have a B.A. in Zoology from Ohio Wesleyan University and 5 years of graduate coursework in Biological Sciences at the University of Cincinnati.

The description below is based upon familiarity with the Project area over a one-year period and a quantitative forest survey completed on January 29, 2024, along with Owen Hunter-Linville and Mark Besserman, the Stewardship Manager and Stewardship Director for Cardinal Land Conservancy. The property was traversed on foot. Photos of the Project area can be found in Exhibit A. A map showing the track of the site visit as well as photo locations can be found in Exhibit B.

The Winton Preserve and Westmark Woods Forest Preservation Project ("Project") consists of two disjunct properties, which will be called Winton Nature Preserve and Westmark Woods Nature Preserve once protected. In total, 26.77 acres of forest will be preserved.

Forests were described using the following methods:

- Stand age was estimated using historical aerial imagery. Historic aerial imagery is available for the Project area for the following years through the Cincinnati Area Geographic Information System: 1932, 1938, 1950, 1962, 1968, 1975, and 1990. Stand age is defined as the number of years elapsed since the aerial imagery depicts a closed canopy. Within each stand there are individual trees older than the age of the stand. The aerial imagery used to determine stand age can be found in Exhibit D.
- Quantitative descriptions of the forest derive from a forest survey completed on January 29, 2024. Ten survey points were randomly generated using ArcGIS Pro, with each stand being represented by at least three points. At each point we established a 1/10<sup>th</sup> of an acre fixed-radius plot. We identified, counted, and measured the diameter-at-breast-height (DBH) of each tree greater than one inch within the plot. These data were used to determine stem density (stems per acre) and species composition in each stand.
- We determined canopy coverage using the i-Tree Canopy tool (<http://www.itreetools.org/>) and confirmed these results in the field.
- Qualitative descriptions come from experience the surveyors have from managing the Project area for approximately two years and from communication with the preceding landowners.

Forests across the Project area are generally similar in species composition and differed primarily by their age, history of disturbance, and tree density. Stands were delineated by studying historical aerial imagery and confirming those boundaries with field observation. A map showing each forest stand can be found in Exhibit C.

- Stand 1: Westmark Woods Native Ruderal Forest (15.58 acres)
- Stand 2: Winton Preserve Native Ruderal Forest (2.25 acres)



- Stand 3: Winton Preserve Mixed Mesophytic Forest (8.94 acres)

Canopy coverage was 100% across the project area with a standard error of 0% as measured on i-Tree Canopy Tool. We confirmed this in the field survey as we did not find any gaps in the canopy. This report is included as an attachment to the PDD.

All stands have a history of infestation by the non-native shrub bush honeysuckle (*Lonicera mackii*). Bush honeysuckle can negatively impact forest regeneration by shading out tree seedlings. Once Cardinal Land Conservancy acquired the Project area, we began managing the honeysuckle population, along with all non-native woody species. The previous owner of Westmark Woods was managing honeysuckle on that property. We believe that history of management in part explains why Westmark Woods has higher stem densities than Winton Preserve. Cardinal Land Conservancy intends to indefinitely manage all non-native woody species in the Project area, with the intent to increase native tree regeneration.

White ash was once a common tree within the Project area. However, in the past two decades emerald ash borer has nearly eliminated ash trees as a canopy species. Numerous thickets of white ash sprouts remain across the Project area, but it is not known whether these will be able to regenerate into the canopy.

In the summer of 2023, Cardinal Land Conservancy Staff discovered spotted lanternfly within the Winton Preserve. This pest species has just reached the Cincinnati area and the impact it will have on forest composition is not known. Cardinal is monitoring and treating this species in coordination with the Ohio Department of Agriculture. In addition, Cardinal will be removing all trees of heaven from the preserve, which are the preferred host tree for spotted lanternfly. Tree of Heaven is an invasive species and not a dominant component of the Winton forest stands so we do not anticipate this will affect the long-term stocking levels within the Project Area.

During the survey on 1/29/24 we noticed gummosis on many of the older black cherry trees and a disproportionate number of recently fallen cherry trees. We do not know the cause of this, but it will be monitored. Black cherry is not a dominant species of any of the forest stands so we do not anticipate this will affect the long-term stocking levels within the Project area.

There is an informal network of historic natural surface trails throughout the Project area. The trails are currently used by staff and contractors to access the forest for management purposes. Cardinal Land Conservancy intends to open a subset of these trails to the public in 2024; however, they will remain natural surface trails. No trees will be removed or impacted during trail maintenance.

Despite the ecological stressors listed above and those typical of urban areas, the forests within the Project area are generally healthy. With continued management of non-native species, we expect healthy levels of forest regeneration and a functioning closed-canopy ecosystem.

## Stand 1: Westmark Woods Native Ruderal Forest

Stand 1 occupies 15.58-acres area of Westmark Woods, which comprises approximately 58% of the Project area. A perennial tributary of West Fork Mill Creek flows through the property and is associated with a 9.94-acre regulatory floodplain.

Aerial imagery from 1938 shows that most of the area within Stand 1 was historically open with scattered trees covering approximately 10% of the area. The property was likely used as pasture. By 1950, the aerial imagery shows shrubby succession and by 1968 it appears that more than 80% of the stand is closed canopy. From this evidence we estimate that the stand is at least 49 years old, with some older trees at least 100 years old.

Stand 1 is a successional forest and best described as Native Ruderal Forest due to its mixed composition of climax forest species typical of the area (sugar maple, red oak, Shumard oak, Ohio buckeye, paw paw, shagbark hickory) and generalist native species that colonize areas with heavy historical disturbance (common hackberry, box elder, hawthorn, black walnut, black cherry). Osage orange is the most dominant species in this stand. Osage orange is native to North America, but its presence in the Cincinnati area is due to historical plantings. We do not plan to manage the Osage orange in Stand 1. It can only regenerate in full sunlight and no evidence of regeneration was observed during site visits. As older osage orange trees die, they will be naturally replaced with native trees more typical of the region.

Three randomly selected 1/10<sup>th</sup> acre fixed-radius plots were surveyed on 1/29/24. The species recorded during that survey are presented below.

**Stand 1 Species Composition**

Species	Count	Percentage	Total of Basal Area (Square feet)
paw paw	44	37%	1.0
sassafras	29	24%	5.8
Osage orange	12	10%	13.1
sugar maple	11	9%	1.7
black walnut	4	3%	3.0
black cherry	4	3%	1.9
hackberry	3	3%	2.1
elm sp.	3	3%	1.3
Ohio buckeye	3	3%	0.2
box elder	2	2%	0.5
Shumard oak	1	1%	3.4
shagbark hickory	1	1%	1.8
red oak	1	1%	0.4
flowerig dogwood	1	1%	0.1
hawthorn sp.	1	1%	0.1

Total stem density within the fixed-radius plots was 400 stems per acre. The three plots had the following number of stems per acre: 270, 410, 520. The table below shows the stem density for various size classes within Stand 1.

#### Stand 1 Tree Density

Size class (DBH - inches)	Stems per acre
1 to 1.9	143
2 to 3.9	17
4 to 7.9	17
8 to 11.9	70
12 to 15.9	7
16 to 19.9	3
20 to 23.9	100
24 and up	43
Total Stems	400

#### Forest Composition Breakdown for Stand 1

Stand size (acres)	15.58
Stand age (years)	50
GTR table number	B2

## Stand 2: Winton Preserve Native Ruderal Forest

Stand 2 occupies 2.25 acres within the Winton Preserve. It is located on the flatter ridgetops within the preserve. Aerial imagery shows that most of the area within Stand 2 was open in 1932. By 1938, the aerial imagery shows woody succession beginning and by 1950 it appears that the stand has a closed canopy. From this evidence we estimate that the stand is at least 74 years old.

Stand 2 is a successional forest and best described as Native Ruderal Forest due to its mixed composition of climax forest species typical of the area (sugar maple, black maple, paw paw, bitternut hickory, American basswood) and generalist native species that colonize areas with heavy historical disturbance (common hackberry, black locust, black cherry). There are a few non-native trees of heaven (*Ailanthus altissima*) present in the stand, which will be removed as soon as possible to allow for regeneration of native species.

Three randomly selected 1/10<sup>th</sup> acre fixed-radius plots were surveyed on 1/29/24. The species recorded during that survey are presented below.

### Stand 2 Species Composition

Species	Count	Percentage	Total of Basal Area (square feet)
common hackberry	13	25%	2.6
sugar maple	10	20%	4.9
paw paw	8	16%	0.2
black locust	5	10%	6.2
elm	5	10%	2.7
bitternut hickory	3	6%	0.2
black cherry	2	4%	2.6
tree of heaven	1	2%	0.7
basswood	1	2%	0.2
black maple	1	2%	0.8
box elder	1	2%	0.2
white ash	1	2%	0.6

Total stems per acre within the three fixed-radius plot was 170 stems per acre. The three plots had the following stems per acre counts: 90, 210, 210. The plot with 90 stems per acre was anomalous within the stand because it was centered on an area where two black cherry trees had recently fallen and taken down three other canopy trees. The recently fallen trees within the plot were: two black cherry trees (17.8" DBH, 17.1" DBH), two white ash (8.8" DBH, 12" DBH), and one red oak (14" DBH).

### Stand 2 Tree Density

Size class (DBH - inches)	Stems per acre
1 to 1.9	23.3
2 to 3.9	33.3
4 to 7.9	46.7
8 to 11.9	36.7
12 to 15.9	16.7
16 to 19.9	13.3
Total stems	170

### Forest Composition Breakdown for Stand 2

Stand size (acres)	2.25
Stand age (years)	75
GTR table number	B2

## Stand 3: Winton Preserve Mixed Mesophytic Forest

Stand 3 occupies 8.94 acres within the Winton Preserve. It is located on the steeper slopes within the preserve. The stand had a closed canopy at the time of the earliest aerial imagery from 1932. From this evidence and the size of the larger canopy trees, we estimate that the stand is at least 92 years old.

Stand 3 is best described as a mixed mesophytic forest due to its diverse canopy composition that remains representative of the area at the time of pre-settlement vegetation surveys. The presence of black locust and honey locust indicates a small level of historic disturbance or edge effects.

Four randomly selected 1/10<sup>th</sup> acre fixed-radius plots were surveyed on 1/29/24. The species recorded during that survey are presented below.

**Stand 3 Species Composition**

Species	Count	Percentage	Sum of Basal Area (square feet)
sugar maple	22	39%	17.3
common hackberry	10	18%	4.1
chinkapin oak	8	14%	6.4
bitternut hickory	3	5%	0.3
elm	3	5%	2.7
white ash	3	5%	1.6
American basswood	2	4%	3.2
red oak	2	4%	1.4
tree of heaven	1	2%	1.0
black locust	1	2%	0.8
honey locust	1	2%	7.2
pawpaw	1	2%	0.1

Total stems per acre within the three fixed-radius plot was 142.5 stems per acre. The four plots had the following counts of stems per acre: 140, 170, 110, 150.

### Stand 3 Tree Density

Size class (DBH - inches)	Stems per acre
1 to 1.9	2.5
2 to 3.9	7.5
4 to 7.9	37.5
8 to 11.9	45
12 to 15.9	30
16 to 19.9	12.5
20 to 23.9	5
24 and up	2.5
Grand Total	142.5

### Forest Composition Breakdown for Stand 3

Stand size (acres)	8.94
Stand age (years)	95
GTR table number	B2

### Summary

Table 1. Forest composition breakdown for Stand 1

Stand size (acres)	15.58
Stand age (years)	50
GTR table number	Table B2 Maple, Beech, Birch

Table 2. Forest composition breakdown for Stand 2

Stand size (acres)	2.25
Stand age (years)	75
GTR table number	Table B2 Maple, Beech, Birch

Table 3. Forest composition breakdown for Stand 3

Stand size (acres)	8.94
Stand age (years)	95
GTR table number	Table B2 Maple, Beech, Birch





Signed on February 11 in 2024, by Jack Stenger, Land Manager, Cardinal Land Conservancy.



\_\_\_\_\_  
Signature

\_\_\_\_513-752-2828\_\_\_\_\_

Phone

\_\_\_\_jack@cardinallandconservancy.org\_\_\_\_\_

Email

## Exhibit A – Forest Photos and Data

# **Winton and Westmark Woods Forest Preservation Project Forest Composition Report**

## **Exhibit A – Project Photolog**

### **Photolog Key:**

Stand 1: Westmark Woods Native Ruderal Forest (15.58 acres)

Stand 2: Winton Preserve Native Ruderal Forest (2.25 acres)

Stand 3: Winton Preserve Mixed Mesophytic Forest (8.94 acres)



Photo 1: Southwest portion of Stand 1, as seen by drone facing northwest at Photo Point D1. Yellow line represents approximate boundary of Westmark Woods. Taken on 11/16/23.



Photo 2: Stand 1, as seen by drone facing northwest at Photo Point D2. Yellow line represents approximate boundary of Westmark Woods. Taken on 11/16/23.





Photo 3: Stand 1, as seen by drone facing south-southwest at Photo Point D3. Yellow line represents approximate boundary of Westmark Woods. Taken on 11/16/23.



Photo 4: Stand 1, as seen by drone facing south-southeast at Photo Point D4. Yellow line represents approximate boundary of Westmark Woods. Taken on 11/16/23.





Photo 5: Stand 1, as seen from Photo Point G2 facing north. Taken on 1/29/24.



Photo 6: Stand 1, as seen from Photo Point G2 facing west. Taken on 1/29/24.





Photo 7: Stand 1, as seen from Photo Point G3 facing west. Taken on 1/29/24.





Photo 8: Drone photo of Stand 2 and Stand 3 in the Winton Preserve, facing southeast from Photo Point G5. Yellow line represents approximate boundary of Project Area. Taken on 9/22/23.



Photo 9: Stand 2, as seen from Photo Point G4 facing north. Photo taken on 1/29/24.





Photo 10: Stand 2, as seen from Photo Point G4 facing east. Photo taken on 1/29/24.



Photo 11: Stand 2, as seen from Photo Point G4 facing south. Photo taken on 1/29/24.





Photo 12: Stand 2, as seen from Photo Point G4 facing west. Photo taken on 1/29/24.



Photo 13: Stand 3, as seen from Photo Point G5 facing north. Photo taken on 1/29/24.





Photo 14: Stand 3, as seen from Photo Point G5 facing east. Photo taken on 1/29/24.



Photo 15: Stand 3, as seen from Photo Point G5 facing south. Photo taken on 1/29/24.

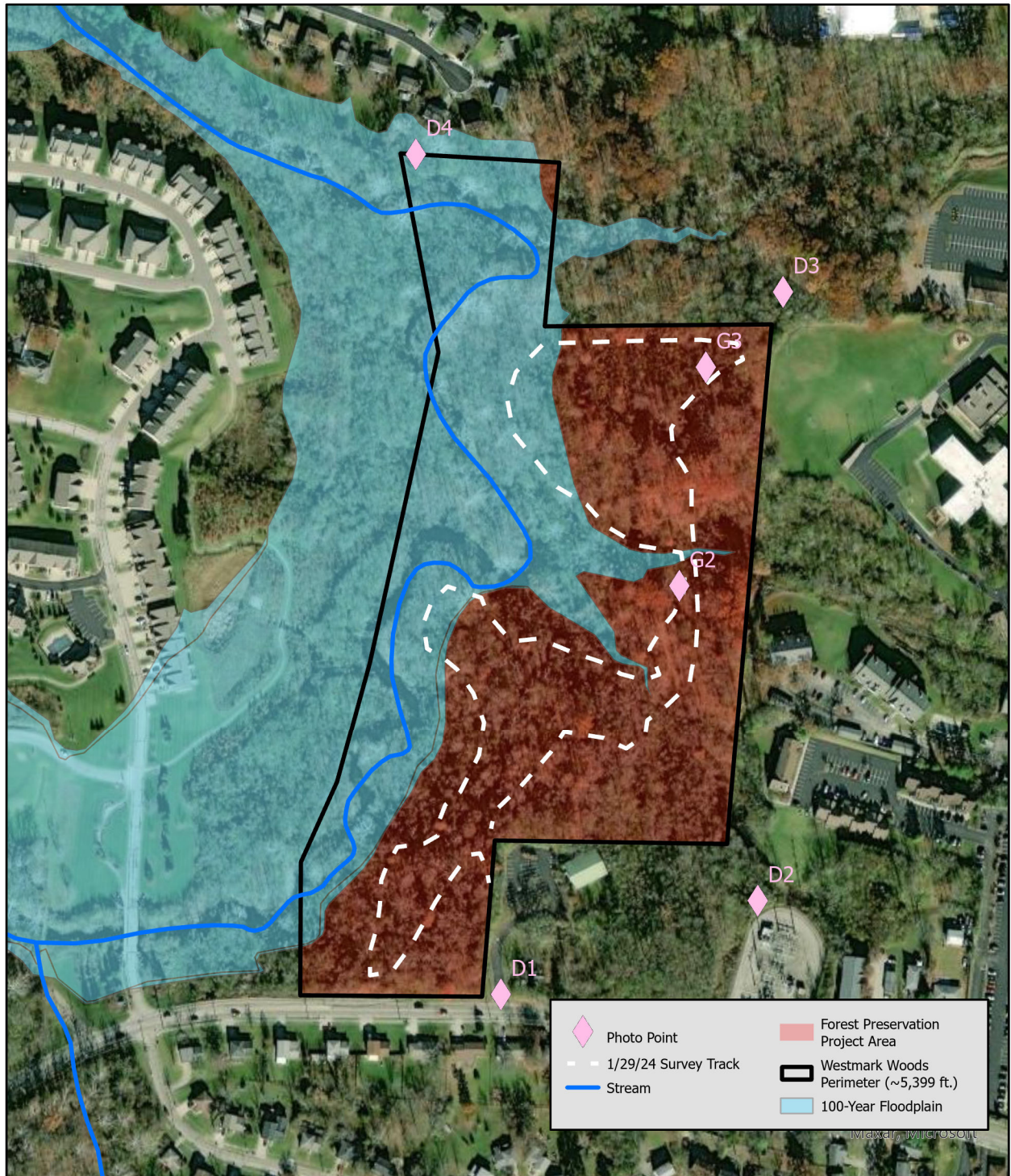


Photo 16: Stand 3, as seen from Photo Point G5 facing west. Photo taken on 1/29/24.



## Exhibit B – Forest Walk Route Map

# Exhibit B-1: Westmark Woods Forest Walk Route Map



0 50 100 200 Meters





# Exhibit B-2: Winton Preserve Forest Walk Route Map



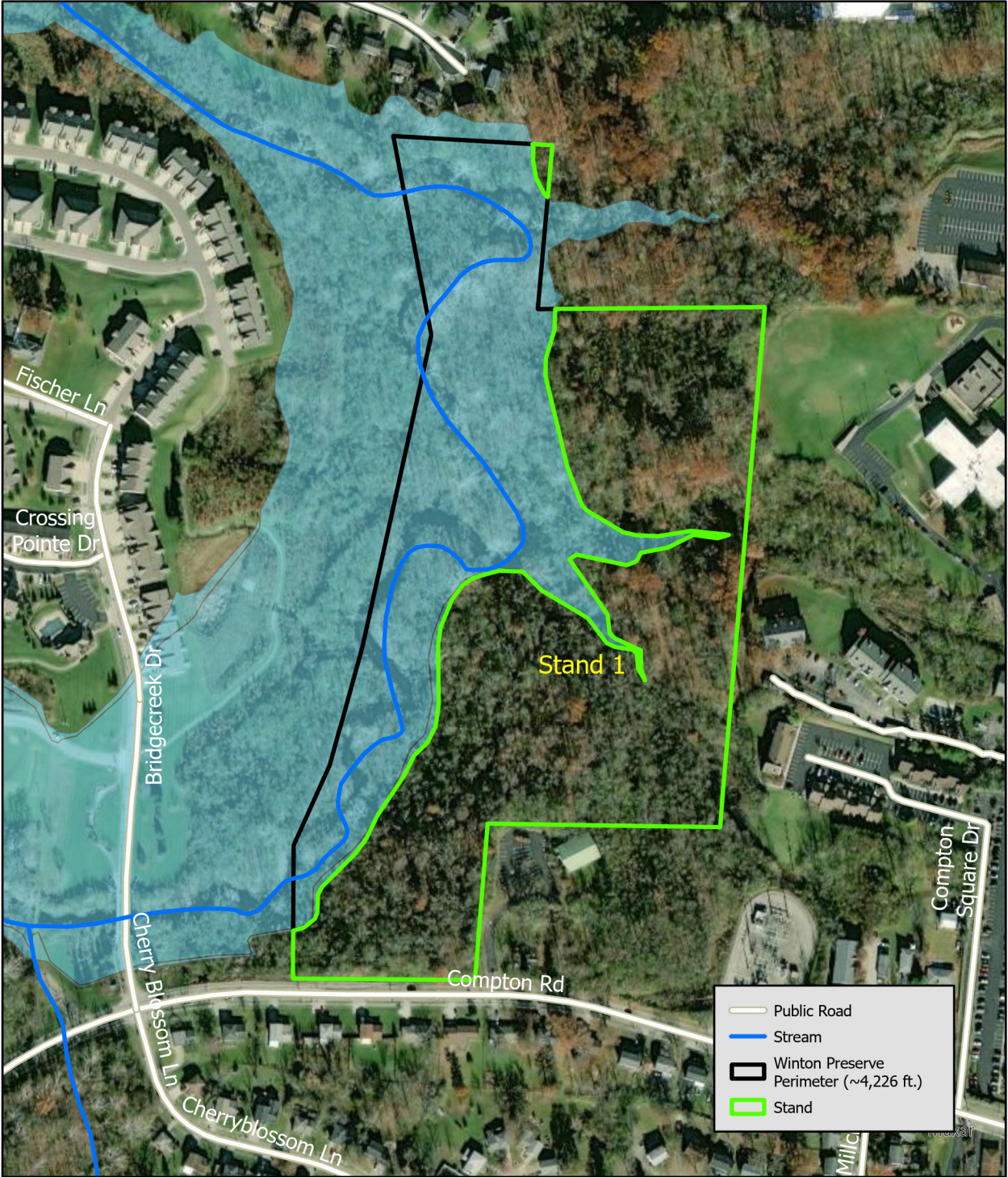
0 50 100 200 Meters



## Exhibit C – Forest Stand Map



# Exhibit C-1: Westmark Woods Forest Stand Map

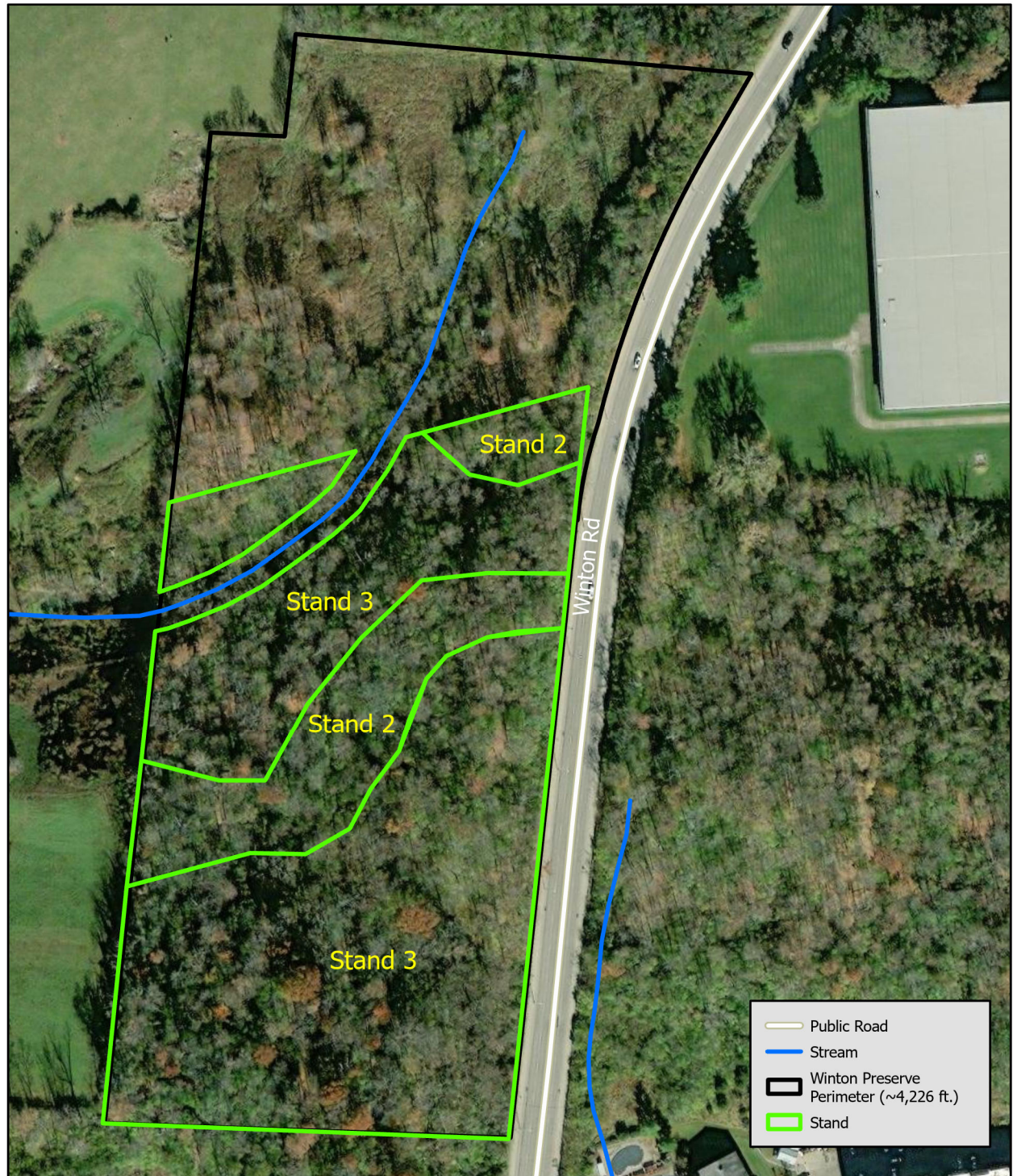


0 50 100 200 Meters





# Exhibit C-2 Winton Preserve Forest Stand Map



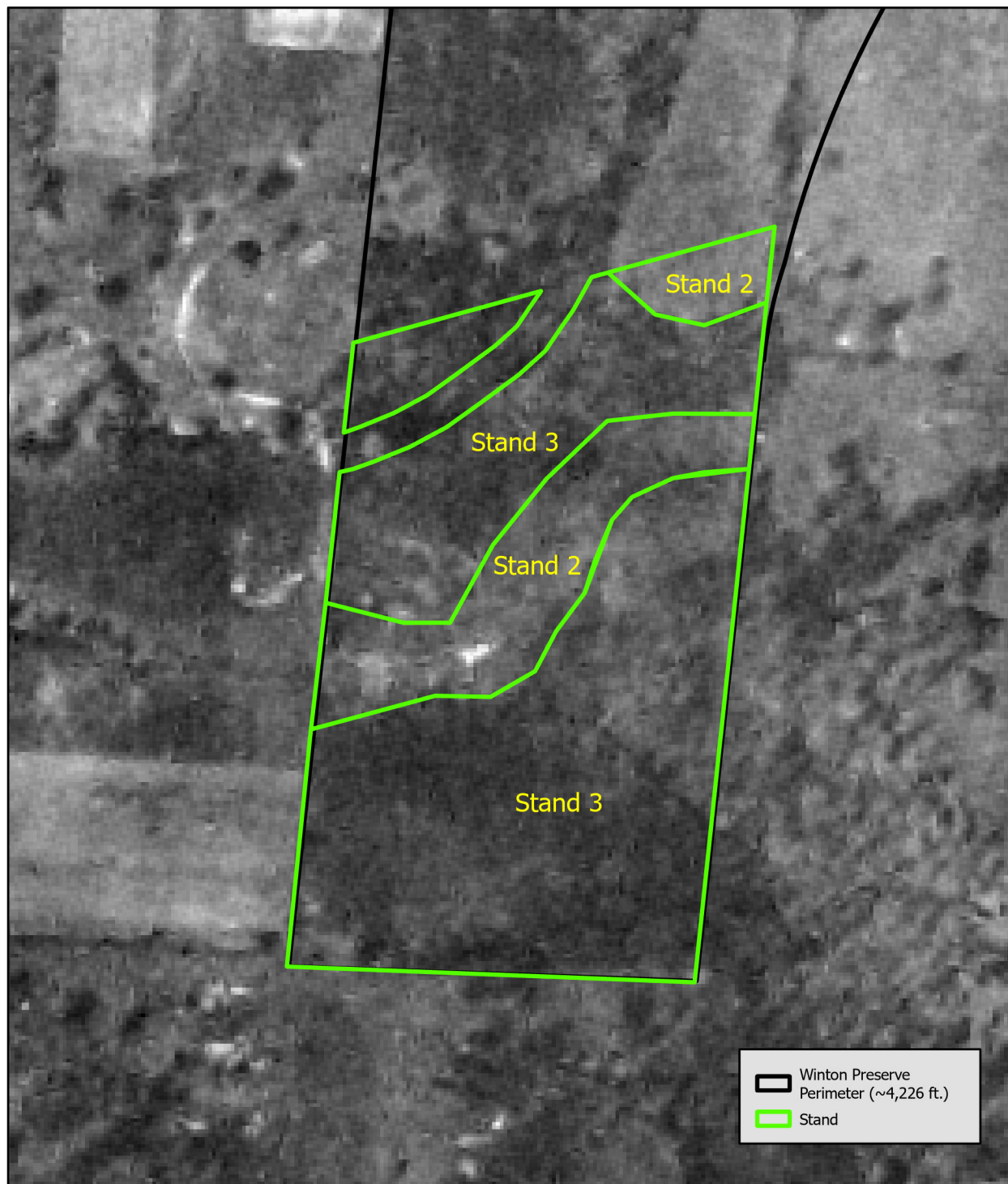
0 30 60 120 Meters



## Exhibit D – Forest Age Supporting Documentation



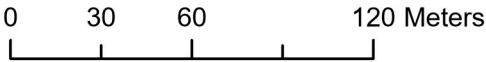
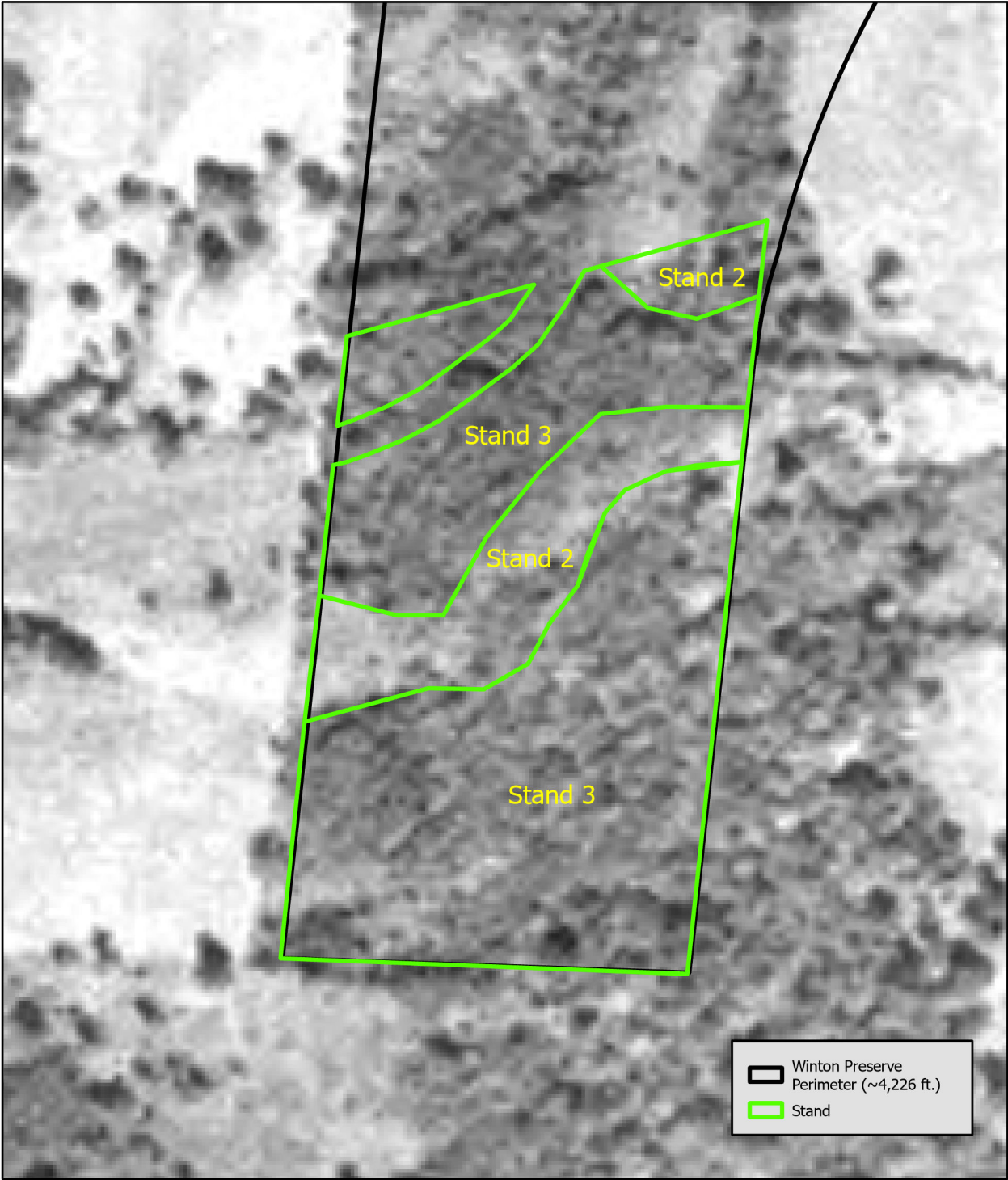
# Exhibit D-1 Winton Preserve 1932 Aerial Imagery



0 30 60 120 Meters



# Exhibit D-2 Winton Preserve 1938 Aerial Imagery



# Exhibit D-3 Winton Preserve 1950 Aerial Imagery





# Exhibit D-4 Winton Preserve 1956 Aerial Imagery



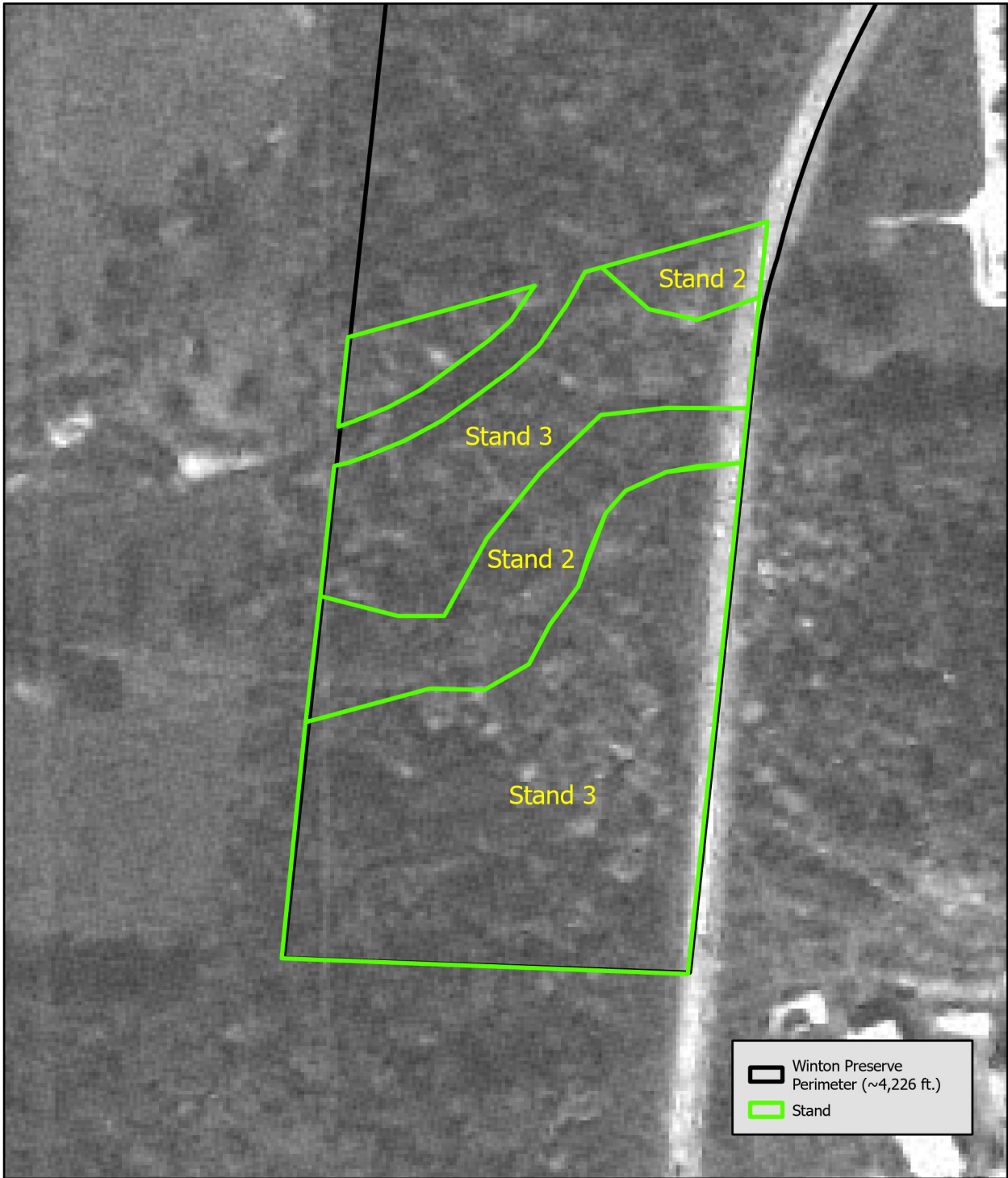
# Exhibit D-5 Winton Preserve 1975 Aerial Imagery



0 30 60 120 Meters



# Exhibit D-6 Winton Preserve 1990 Aerial Imagery

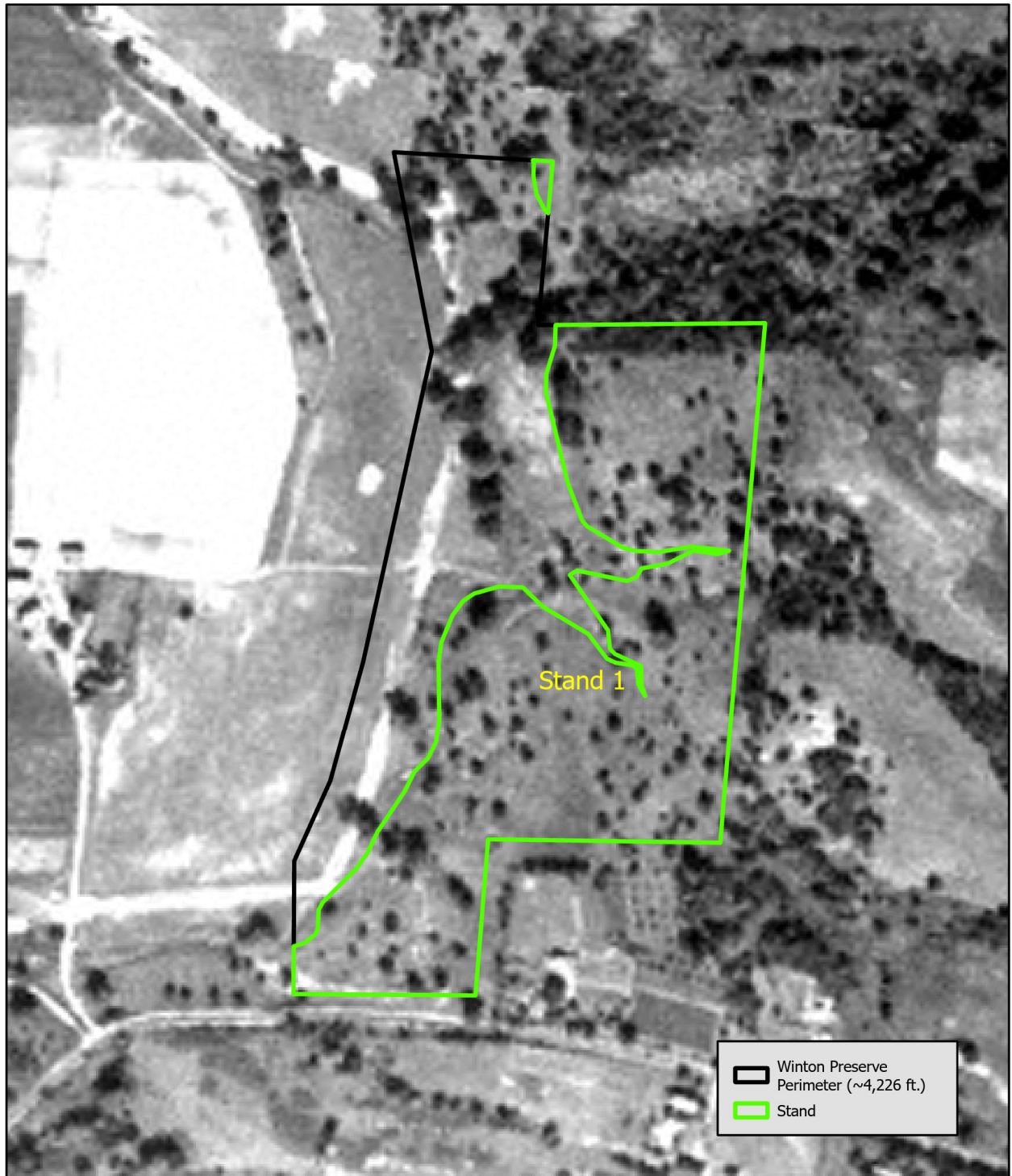


0 30 60 120 Meters





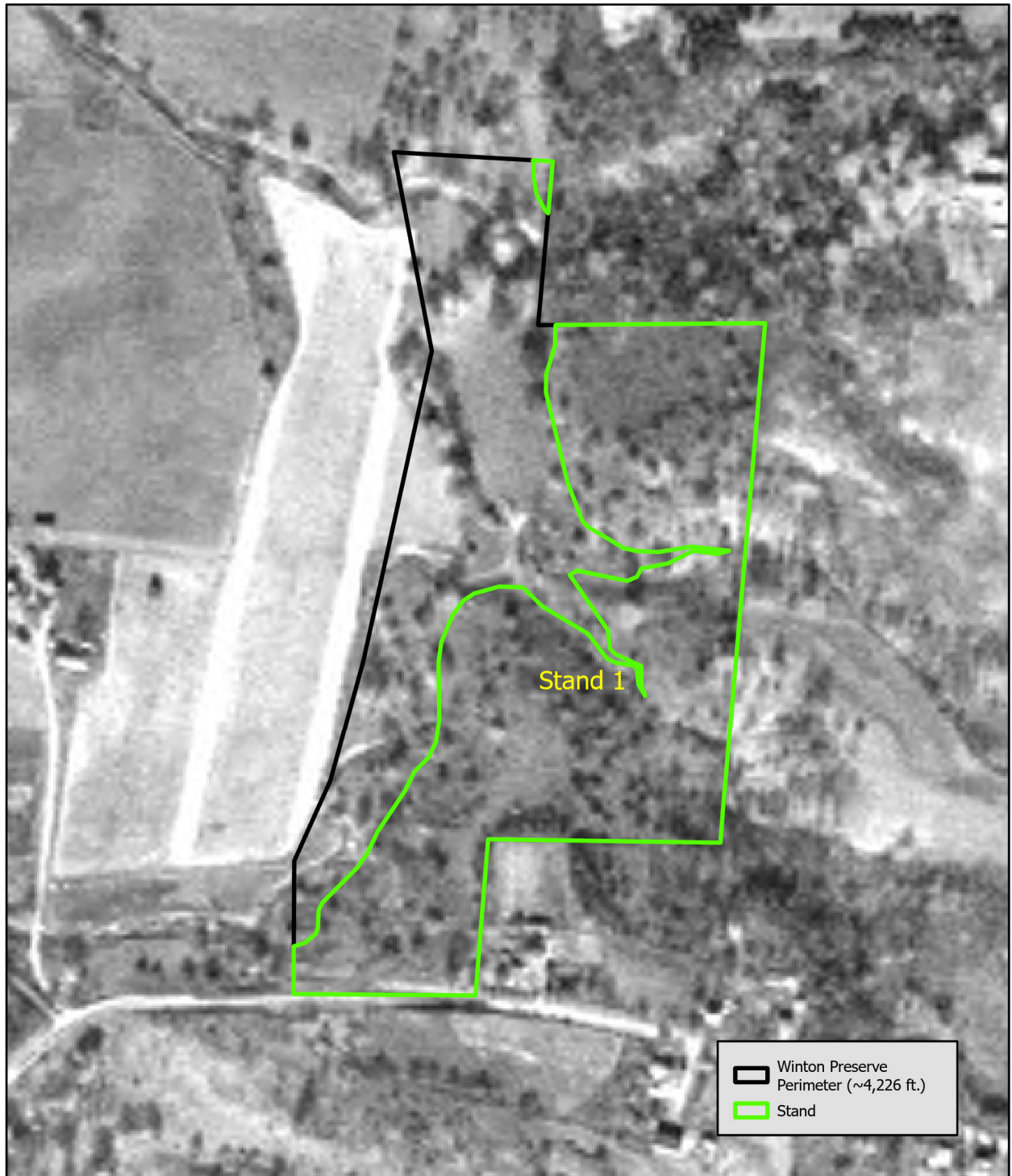
# Exhibit D-7 Westmark Woods 1938 Aerial Imagery



0 50 100 200 Meters



# Exhibit D-8 Westmark Woods 1950 Aerial Imagery

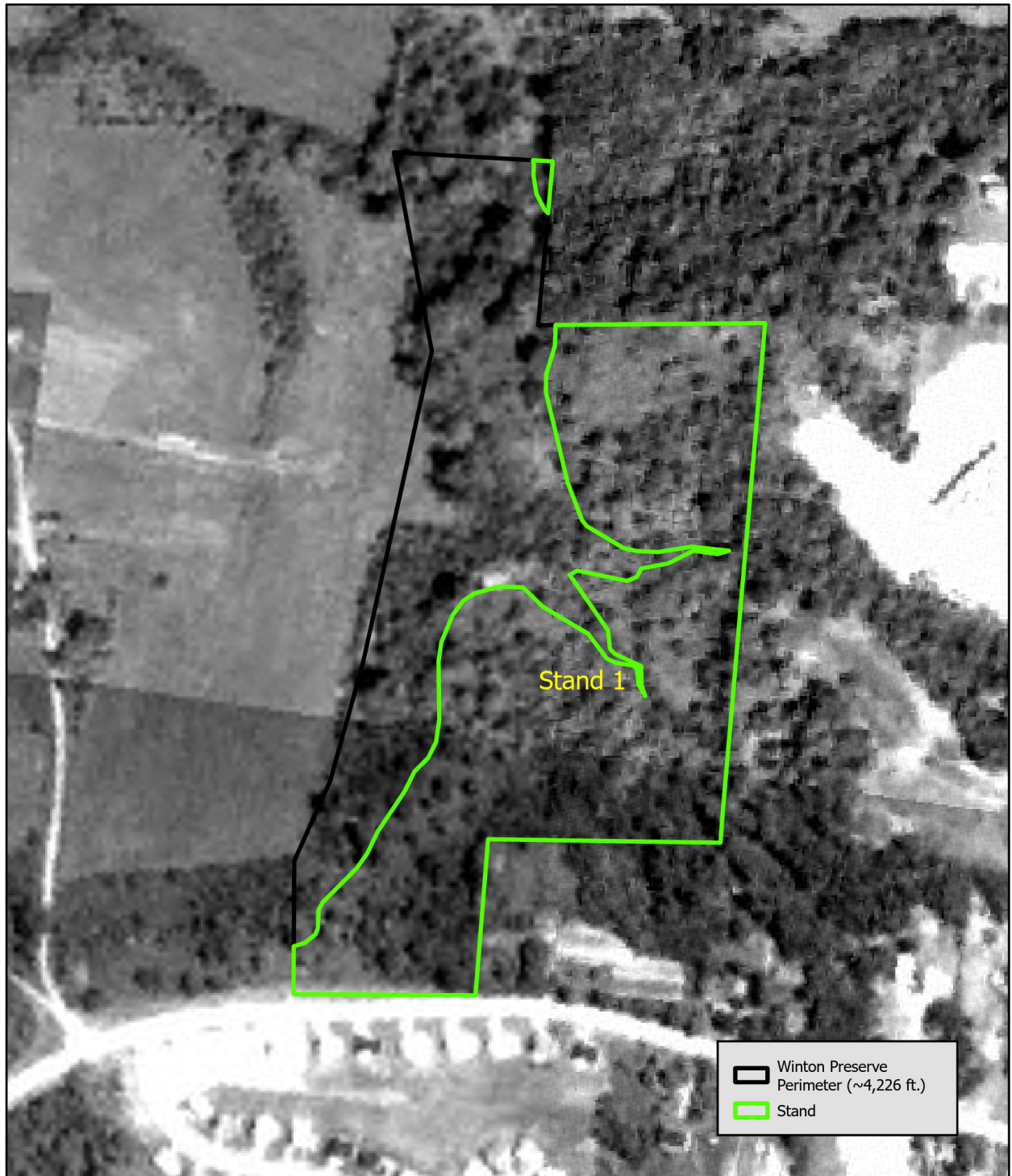


0 50 100 200 Meters





# Exhibit D-9 Westmark Woods 1962 Aerial Imagery



0 50 100 200 Meters



# Exhibit D-10 Westmark Woods 1968 Aerial Imagery

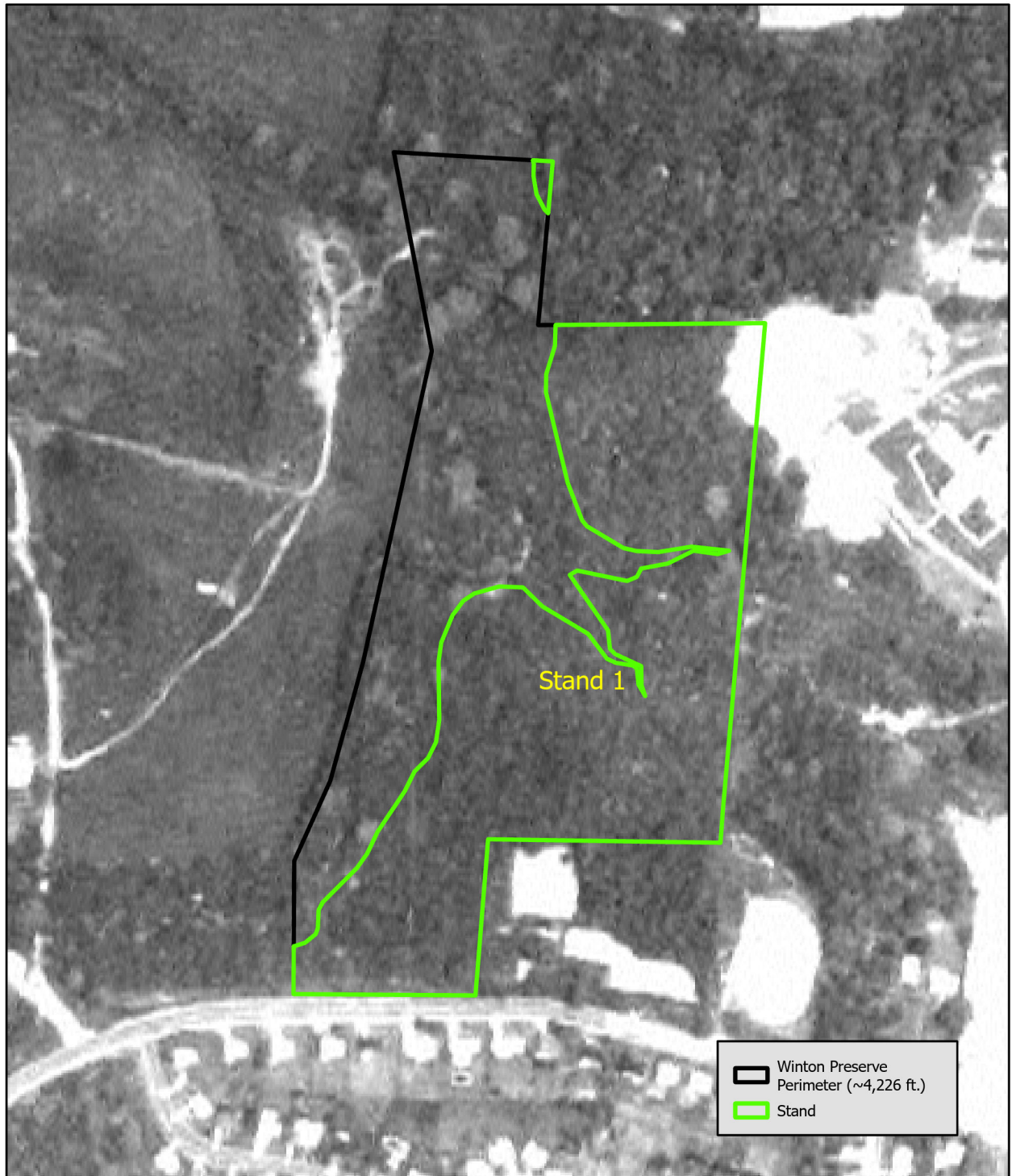


0 50 100 200 Meters





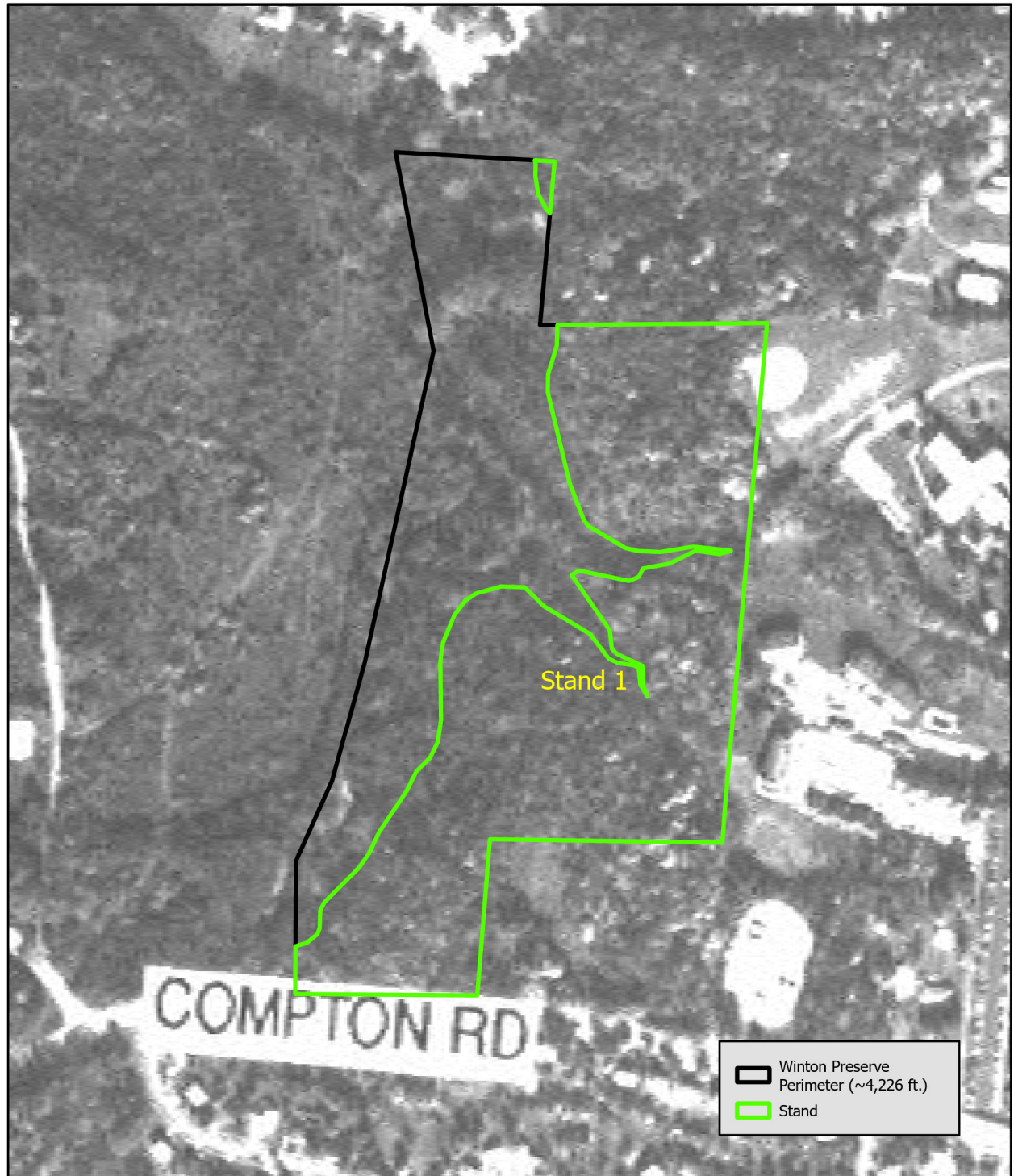
# Exhibit D-11 Westmark Woods 1975 Aerial Imagery



0 50 100 200 Meters



# Exhibit D-12 Westmark Woods 1990 Aerial Imagery



0 50 100 200 Meters



## Tree Density FIA Comparison



## Supporting Documentation for Comparable Tree Density

The US Forest Service EVALIDator tool allows users to produce population estimates of key forest metrics based on the current Forest Inventory Analysis database.

To understand the average density of maple beech birch forests of comparable age in Ohio, the following parameters were entered into EVALIDator 2.1.1:

- Numerator: Number of growing-stock trees (at least 5 inches dbh) in trees, on forestland
- Denominator: Area of forestland, in acres (FIA definition of forest land)
- Dataset: Ohio
- Page Variable: Forest Type Group
- Row Variable: Stand age 5 yr classes
- Filtering clause: None

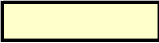
[Link to full report.](#)

The number of trees per acre (at least 5-inch DBH) for the Project Area is comparable to that for similarly aged maple beech birch stands in Ohio.

FIA Data	
Stand age	Total Stems/Acre
46-50 years	87.68
71-75 years	99.65
91-95 years	94.39

Cobenefit Calculator

Light yellow background denotes an input cell ->



Directions
1) Use i-Tree Canopy, or another tool, to estimate the amount of deciduous and coniferous tree cover area (acres) (Cell C20 and D20).
2) Use i-Tree Canopy, or another tool, to estimate the amount of non-tree cover area (acres) (Cell F20) in the project area.
3) In Cell G20 the total area of the project is calculated (acres). Prompt i-Tree Canopy to provide an estimate of the project area by clicking on the gear icon next to the upper right portion of the image and selecting "Report By Area."
4) Total Project Area, cell G17 should equal 100%.

Table 1. Tree Cover

	Deciduous Tree Cover	Coniferous Tree Cover	Total Tree Cover	Non-Tree Cover	Total Project Area
Percent (%)	100%	0%	100%	0%	100%
Area (sq miles)	0.042	0.000	0.042	0.000	0.04
Area (m2)	108,334	0	108,334	0	108,334
Area (acres)	26.77	0.00	26.77	0.00	26.77

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 Units Totals	Total \$
Rain Interception (m3/yr)	7,241.5	\$51,848.25
Air Quality (t/yr)		
O3	0.1382	\$209.35
NOx	0.0231	\$34.94
PM10	0.0707	\$91.08
Net VOCs	0.0711	\$120.98
Air Quality Total	0.3031	\$456.34
Energy (kWh/yr & kBtu/yr)		
Cooling - Elec.	57,005	\$4,326.67
Heating - Nat. Gas	1,065,893	\$10,376.23
Energy Total (\$/yr)		\$14,702.91
Grand Total (\$/yr)		\$67,007.50

\$2,680,300.05



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

This forest preservation Project area is located within a quarter mile of two schools and subsidized housing owned by the Cincinnati Metropolitan Housing Authority. The area is located along heavily travelled public roads and will be accessible to the public for hiking.

## SDG 6 - Clean Water and Sanitation

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

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

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

The Project is located along two highly traveled roads in the City of Cincinnati and Springfield Township, Ohio. The forests protected by this Project buffer two streams from stormwater runoff from the roads, provide natural stream and forest habitat, and protect valley slopes from excessive soil erosion.

## SDG 8 - Decent Work and Economic Growth

Goal: Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all

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

- ☒ Community participation in project implementation, including such things as providing access to financial resources for ongoing community-based care
- ☐ Emphasize local hiring and support small businesses
- ☐ Promote local economic opportunities through workforce training, career pathway development, or other employment
- ☐ Other

The forests protected by the Project will be opened to the public by 2025. We will host planning sessions with the local communities to raise awareness for the properties, seek input, and invite participation in managing the properties.



## SDG 10 - Reduced Inequalities

Goal: Reduce inequalities within and among countries

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

- ☐ Provide connections and cohesion for social health, such as create or reinforce places that promote informal interactions, engage local residents and users in tree management, include symbolic or cultural elements, or other events
- ☒ Research, understand, and design to address understand historic and current sociocultural inequities, community health conditions, environmental injustices, or prior local greening efforts in community
- ☐ Locate project near vulnerable populations, such as children or elderly, to provide air quality improvements or buffer against extreme heat effects
- ☒ Locate project in high-density residential areas or where there is a lack of trees to improve access and 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
- ☒ Locate project near high-traffic roads or to otherwise improve, mitigate, or remediate toxic landscapes
- ☐ Protect or plant trees to improve historically or culturally important sites that have been degraded and/or neglected
- ☒ Community engagement in project design, including such things as engaging and respecting existing relationships and social networks, community cultural traditions, and public participation methods that are empowering and inclusive
- ☐ Community participation in project implementation, including such things as addressing and removing barriers to participation, promote ongoing community-based care and access to financial resources
- ☐ Emphasize local hiring and support small businesses
- ☐ Research and consider potential for gentrification and displacements
- ☐ Promote local economic opportunities through workforce training, career pathway development, or other employment
- ☐ Other

Cardinal Land Conservancy aims to provide access to greenspace for people and communities that lack significant access to natural areas. According to the Environmental Protection Agency's Environmental Justice Screening and Mapping Tool (Version 2.2), the Project is located within or adjacent to communities that are above the 90<sup>th</sup> percentile in the nation for asthma prevalence, proportion of individuals in low-income households, and percent of the population that is a person of color. Cardinal plans to provide free public access to both preserves by creating a natural-surface nature trail in each. Both preserves can be accessed by pedestrians from public sidewalks and are within a quarter mile of public bus stops. This will increase the opportunity for the surrounding communities to experience the health and wellness benefits that passive recreation in a natural area can provide.

## SDG 11 - Sustainable Cities and Communities

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

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

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

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## SDG 12 - Responsible Production and Consumption

Goal: Ensure sustainable consumption and production patterns

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

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

The Project Area will provide shade and cooling benefits for two heavily traveled streets and sidewalks and one public bus stop.

## 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

The Project Area will provide shade and cooling benefits for two heavily traveled streets and sidewalks and one public bus stop. Community members will be involved in site planning and management for passive recreation and wildlife habitat.

## SDG 14 - Life Below Water

Goal: Conserve and sustainably use the oceans, seas and marine resources for sustainable development.

Examples of project activities located in areas with marine ecosystems include, but are not limited to:

- ☒ Locate project near high-traffic roads or to otherwise improve, mitigate, or remediate toxic landscapes near water
- ☒ Plant or protect trees in project areas to reduce stormwater runoff
- ☐ Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- ☒ Prevent soil erosion into by protecting steep slopes
- ☒ Improve infiltration rates
- ☒ Improve, mitigate, or remediate toxic landscapes and human exposure to risk
- ☐ Drought resistance, such as selecting appropriate water-efficient trees for project climate zone
- ☒ Enhance wildlife habitat, such as riparian habitat for fish, birds, and other animals
- ☐ Other

The Project is located along two highly traveled roads in the City of Cincinnati and Springfield Township, Ohio. The forests protected by this Project buffer two streams from stormwater runoff from the roads, provide natural stream and forest habitat, and protect valley slopes from excessive soil erosion.



## 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

This Project protects natural forest communities that are underrepresented in the urban Cincinnati landscape. More than thirty species of native forest trees grow naturally within the Project area. The Project area occurs in a region of the city that is locally renowned for its density of migratory forest songbirds. The forest is similar in composition to Burnet Woods, a nearby city park that is designated by Audubon Ohio as one of the 70 Important Bird Areas in the state. Preliminary surveys of the project area suggest that they will be critical stopover sites for migratory songbirds and will become a highly visited area for local birdwatchers.

## SDG 17 - Partnerships for the Goals

Overall: Strengthen the means of implementation and revitalize the global partnership for sustainable development.

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

- ☒ Promote community connections and capacity for social resilience by engaging local residents or users in tree management, or other events to connect people to the project
- ☐ Community engagement in project design, including such things as engaging and respecting existing relationships and social networks, community cultural traditions, and public participation methods that are empowering and inclusive
- ☒ Community participation in project implementation, including such things as addressing and removing barriers to participation, promote ongoing community-based care and access to financial resources
- ☐ Other

Cardinal Land Conservancy strives to work with the communities where we protect land. Cardinal plans to open both preserves within the Project Area to the public by the end of 2025. We will use a master planning process to engage the local community in use of the land. We utilize volunteers for many of our stewardship tasks, which is beneficial to Cardinal and also to the volunteers, which become engaged with stewarding their community greenspaces and developing the skills needed to take care of land.

## Summary of Project Social Impacts



Cardinal Land Conservancy aims to provide access to greenspace for people and communities that lack significant access to natural areas. According to the Environmental Protection Agency's Environmental Justice Screening and Mapping Tool (Version 2.2), the Project is located within or adjacent to communities that are above the 90th percentile in the nation for asthma prevalence, proportion of individuals in low-income households, and percent of the population that is a person of color. Cardinal plans to provide free public access to both preserves by creating a natural-surface nature trail in each. Both preserves can be accessed by pedestrians from public sidewalks and are within a quarter mile of public bus stops. This will increase the opportunity for the surrounding communities to experience the health and wellness benefits that passive recreation in a natural area can provide.



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