

NO REVIEW NECESSARY	
TAX MAP	
<i>K. J.</i>	SIGNATURE
<i>March 30, 2023</i>	DATE

ENTERED FOR TRANSFER

MAR 31 2023

COLUMBIANA COUNTY AUDITOR
NANCY G MILLIKENThis Conveyance has been examined & the
Grantor has complied with Sec.319.202 of
the Ohio Revised Code.FEES \$ _____ Exempt _____
Nancy Milliken Auditor

Barcode ID: 4170099		Type: OFF
Recorded: 03/31/2023 at 11:01:33 AM		
Fee Amt: \$450.00		
Columbiana County, Ohio, Recorder's office		
James Armeni Sr. - Recorder		
File# 2023-00002853 Page 1 of 54		
BK 2617	PG 187-240	

CONSERVATION EASEMENT*ORT-175240 / 22,1950
14th*

This Conservation Easement (hereinafter referred to as the "Easement") is made and entered into this 14th day of MARCH, 2023, by Columbiana County Archers, an Ohio nonprofit organization, whose address is P.O. Box 286, Lisbon, Ohio 44432 (hereinafter referred to as "Grantor"), and Western Reserve Land Conservancy ("WRLC"), an Ohio nonprofit corporation, whose address is 3850 Chagrin River Road, Moreland Hills, Ohio 44022, together with its successors and assigns, (hereinafter referred to as "Grantee") in cooperation with the Ohio Environmental Protection Agency ("Ohio EPA") and the United States acting through the United States Department of the Interior, United States Fish & Wildlife Service ("U.S. FWS") on behalf of the Nease Natural Resource Damage Trustees, which consist of authorized representatives of the U.S. FWS and the Ohio EPA (hereinafter referred to as the "Nease Trustees"). The Grantor, the Grantee, and the Nease Trustees are hereinafter collectively referred to as the "Parties." The terms Grantor and Grantee as used herein include heirs, successors and assigns of each.

This is an agreement for the granting of a conservation easement by Grantor and the monitoring and enforcement of such Easement by Grantee. Specifically, Grantee agrees to purchase the Easement from the Grantor for Thirty-Five Thousand Dollars (\$35,000.00) pursuant to the United States' and the State of Ohio's natural resource damage settlement with Rutgers Organics Corporation (ROC) filed as a consent decree on December 22, 2016, United States District Court, Northern District of Ohio, Eastern Division, Civil Action No. 4:16-CV-2254. Grantee agrees to monitor and enforce the Easement in perpetuity.

RECITALS**A. Conserved Land**

Whereas, Grantor is the owner in fee simple of approximately 72.587 acres of real property located on Kelch Road in Center Township, Columbiana County, known as permanent parcel number 08-00136, legally described on Exhibit A (the "Land"). Grantor desires to grant a conservation easement to Grantee covering a portion of the property aggregating approximately 32.35 acres in area, further described and depicted in Exhibit B, attached hereto and to which this Easement applies (hereinafter referred to as the "Conserved Land"), it being expressly understood that the remaining portion of the Land totaling approximately 40.237 acres shall be excluded from the definition of "Conserved Land" and shall not be subject to the terms and restrictions contained within this Easement. Grantor has full authority to convey this Easement and has a good and indefeasible fee simple title to the Conserved Land, which Grantor hereby warrants is free and clear of all liens and encumbrances not beneficial to the conservation of natural resources or otherwise impacting the enforceability of this Easement.

B. Current Conditions Report

In particular, the Conserved Land consists of land that is devoted predominantly to the conservation of natural resources. See Sections 5301.67-.70 of the Ohio Revised Code. Grantor intends to preserve the Conserved Land for conservation of natural resources. Specifically, the Conserved Land conserves the following natural resources (together herein after referred to as the "Natural Resource Values"):

1. Approximately 24.9 acres of hardwood forest;
2. Approximately 3,675 linear feet of Middle Fork Little Beaver Creek and approximately 1,475 linear feet of tributaries; and
3. High quality habitat which provides shelter, food, and nesting areas for birds, fish, small and large mammals, and other wildlife.

The natural characteristics, the physical conditions, any existing physical structures, and the conservation uses/Natural Resource Values of the Conserved Land as of the date of this Easement, including a map that accurately identifies the ecological habitat(s) of the Conserved Land ("Current Conditions"), are documented in the attached Current Conditions Report (hereinafter referred to as the "Report") and signed and acknowledged by Grantor and representatives of Grantee, establishing the condition of the Conserved Land as of the date of this Easement, including photographs, maps and other documents, as set forth in Exhibit B and incorporated by reference herein. The Current Conditions Report provides an accurate representation of the current conditions as of the effective date of this Easement and is intended to serve as an objective information baseline for monitoring future compliance with the terms of this Easement.

C. Qualified Organization

Grantee is a qualified organization under Section 170 of the U.S. Internal Revenue Code, as amended from time to time, and under the regulations promulgated thereunder, to receive conservation easements, and is also qualified under Section 5301.69 of the Ohio Revised Code to hold conservation easements.

Terms and Conditions of the Conservation Easement

Now therefore, in consideration of the mutual promises, conditions, restrictions and obligations contained herein pursuant to the laws of the State of Ohio and the United States, Grantor hereby voluntarily grants and conveys with general warranty covenants to Grantee a perpetual conservation easement, as defined in Sections 5301.67 through 5301.70 of the Ohio Revised Code, and which is intended to meet the terms and conditions of a Qualifying Conservation Contribution under U.S. Internal Revenue Code Section 170(h), with respect to the Conserved Land. The Easement is subject to the following terms and conditions:

1. Statement of Purpose. It is the purpose of this Easement to assure that the Natural Resource Values of the Conserved Land, as identified by the Report in Exhibit B, will be preserved and that the entire Conserved Land will be retained forever in its natural condition, and to prevent any use of the Conserved Land that will significantly impair or interfere with the Natural Resource Values of the Conserved Land or that is inconsistent with the purpose of this Easement, all through a perpetual restriction on the use of the Conserved Land (hereinafter referred to as the "Purpose of this Easement").

2. General Authority provided to the Grantee by this Easement. By granting this Easement, Grantor hereby grants to Grantee the following rights:

2.1. To preserve and protect the Natural Resource Values of the Conserved Land.

2.2. To post or clearly mark the boundaries of the Conserved Land, including any conserved natural resources, at reasonable boundary intervals.

2.3. To enter upon the Conserved Land at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Conserved Land except in cases in which immediate action is necessary to protect the Natural Resource Values.

2.4. To prevent any activity on or use of the Conserved Land that is inconsistent with the Natural Resource Values of the Conserved Land as described in the Current Conditions Report and the Purpose of this Easement and to require the restoration of such areas or features of the Conserved Land that may be damaged by any inconsistent activity or use.

3. Current Conditions Report and Conserved Lands Management Plan. Grantor intends to preserve Conserved Land in a manner consistent with the Current Conditions as described in the Report, Exhibit B. In addition, Grantor or the Grantee may develop and implement a Conserved Lands Management Plan that is tailored to the unique needs of the Conserved Land in issue and that proposes how that Conserved Land is to be managed. Examples of items that may be included in a Conserved Lands Management Plan are fences, utility services management, water rights, hunting rights, and vehicle use restrictions. The Conserved Lands Management Plan is intended to serve as a supplement to the purposes of this Easement and no provision of the Conserved Lands Management Plan shall supersede the purposes or terms of this Easement. If there is a conflict between the language of the Conserved Lands Management Plan and the Easement, the language of the Easement shall govern.

Grantee shall have the same rights under this Easement with respect to monitoring and enforcing compliance with the Conserved Lands Management Plan. Any Conserved Lands Management Plan shall be signed and acknowledged by all parties and incorporated by reference herein.

4. Prohibited Uses/Restrictions. Except to the extent that activities and uses are authorized in this Easement, any activity on or use of the Conserved Land inconsistent with the Natural Resource Values of the Conserved Land, or with the Purpose of this Easement, is prohibited. Commercial use, including but not limited to, a golf course, landfill, dump, mobile home or recreational vehicle community is not permitted. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited throughout the Conserved Land:

4.1. Except for temporary structures directly associated with maple sugaring, such as small pole buildings commonly used to cover sap gathering tanks, the Conserved Land shall be kept in its natural state, i.e., no new buildings, billboards, signs or other structures of any kind, either temporary or permanent, shall be placed or erected on the Conserved Land, unless otherwise expressly provided hereunder. Signs which are consistent with the Purpose of this Easement and whose placement and number do not diminish the Natural Resource Values of the Conserved Land are permitted, including (1) educational signage; (2) signs stating the name and address of the Conserved Land; (3) signs facilitating directions; and (4) signs identifying the natural resource value of the Conserved Land and restricting access to the same.

4.2. Subject to Grantor's reservation of rights in Paragraph 5 of this Easement, there shall be no filling, excavating, or removal of top soil, sand, gravel, or rock, minerals or other materials on or at the Conserved Land, nor any building of roads or change in topography of the land in any manner, other than that caused by the forces of nature, except as approved by the Grantee and the Nease Trustees and/or as specified in the

Conserved Lands Management Plan. Any existing roads or trails constructed as of the date of this Easement may continue to be maintained but any new trails or road constructed on the Conserved Land after the date of this Easement must be constructed of pervious material.

4.3. Subject to Grantor's reservation of rights in Paragraph 5 of this Easement, there shall be no construction or placement on the Conserved Land of new commercial, industrial, or municipal antennas, poles, towers, pipes, conduit lines, or other infrastructure intended for electric power, natural gas, petroleum products, sewage, drainage, telecommunications, or any other utilities, including windfarms; and no sale, transfer, or granting of any interest in the Conserved Land for such purposes. The area affected by any repair work for existing infrastructure shall be the minimum necessary to accomplish the task. Upon completion of all construction for such utilities, the area shall be restored to its previous state.

4.4. The mining or extraction of any mineral, including oil or gas, by any method that disturbs the surface of the Conserved Land is prohibited. Notwithstanding the preceding prohibition, methods of mineral extraction that are managed so as to have a limited and localized disturbance on the Conserved Land and that do not have a materially adverse effect on the Natural Resource Values of the Conserved Land may be permitted upon notice to and approval by the Grantee and the Nease Trustees. Grantor shall not transfer, encumber, lease, sell, or otherwise separate mineral rights from the Conserved Land, except upon notice to and approval by the Grantee and the Nease Trustees.

4.5. The control, management and eradication of animal or plant species on the Conserved Land must comply with the State and Federal requirements including the federal Endangered Species Act, 16 U.S.C. §§1531 to 1599, and manufacturer guidelines. Unless allowed by the Conserved Lands Management Plan, notice must be given to the Nease Trustees prior to implementing any control, management and eradication of any animal or plant species.

4.6. No native trees, ground cover or other vegetation shall be removed from the Conserved Land, except that which is necessary to: perform activities permitted on the Conserved Land under this Easement; maintain the foot paths and trails; restore natural habitat areas; promote native vegetation; protect life and property and/or as allowed by the Conserved Lands Management Plan.

4.7. Except as may be identified in Current Conditions Report, the Conserved Land shall at all times be kept free of garbage, waste, debris, ashes, compost material generated off-property, trash, abandoned vehicles or parts, appliances, and machinery, hazardous or toxic substances, and placement of underground storage tanks; and no other unsightly material shall be allowed to accumulate or be stored thereon.

4.8. Use of motorized vehicles for recreation, including snow mobiles, all-terrain vehicles or other motorized vehicles, shall not be permitted except within the confines of the driveway as identified on Existing Conditions map of Exhibit B. However, non-recreational motorized vehicles (e.g., road vehicles, tractors and other non-recreational all-terrain vehicles) are permitted on the Conserved Land for maintenance, monitoring and management of the Conserved Land (including permitted trails and roads) and improvements thereon provided such vehicles are used as specified in the Conserved Lands Management Plan. Any use of motorized vehicles on the Conserved Land shall not cause rutting or other damage to the surface of the Conserved Land which could create the potential for erosion.

4.9. Each and every other activity or construction that is inconsistent with the purpose of this Easement or which may endanger, adversely affect or impair the Natural Resource Values of the Conserved Land is prohibited.

4.10. The legal subdivision of the Conserved Land, including the recording of a subdivision plan, partition, or any other division of the Conserved Land into two or more parcels, is prohibited; however, the Conserved

Land may be transferred separately from the remainder of the Land. The Grantor, its successors or assigns shall notify the Grantee and the Nease Trustees of any proposed transfer of the Conserved Land at least sixty (60) days prior to any such proposed transfer.

5. Retained and Reserved Rights. Grantor retains for itself, and for its beneficiaries, successors, and assigns, all rights accruing from Grantor's ownership of the Conserved Land that are not prohibited in this Easement or inconsistent with the maintenance of the Natural Resource Values of the Conserved Land, including: the right of access to, and quiet enjoyment of, all portions of the Conserved Land; the right to exclude any member of the public from trespassing on the Conserved Land; the right to sell or otherwise transfer the Conserved Land subject to the terms hereof; and the right to engage in and perform recreational activity that is conducted so as not to compromise the Natural Resource Values of the Conserved Land. This Easement shall not be construed as a dedication of the Conserved Land for public use, nor is the Grantee authorized by this Easement to make any use of the Conserved Land other than as provided herein.

5.1. Maple Sugaring. Grantor reserves the right to tap maple trees on the Conserved Land and to collect sap from such trees for the purpose of converting maple sap into maple syrup by any methods utilized by the maple syrup industry ("Sugaring"); provided, however, that such activities do not impair the Natural Resource Values and significant conservation interests as described in this Easement. Grantor may construct trails necessary for Sugaring, provided such trails shall be installed and maintained using industry best management practices to maintain the health of the forest and longevity of the trees, and in accordance with the provisions of section 4.2 such that soil erosion, soil degradation, and habitat disturbance are minimized. Temporary structures directly associated with maple sugaring, such as small buildings commonly used to cover sap gathering tanks, may be constructed on the Conserved Land; however permanent structures, such as a sugarhouse, which are permanently attached to the ground and contain a foundation or impermeable surface covering the ground, are not permitted on the Conserved Land.

6. Ongoing Responsibilities of Grantor. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Grantee or the Nease Trustees, or in any way to affect any existing obligation of Grantor as owner of the Conserved Land. In particular, but without limitation:

6.1. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Conserved Land, and is required to do so by the scheduled due date. If the Grantee is ever required to pay any taxes or assessments on its interest in the Conserved Land, or if Grantee determines that it should pay taxes or assessments in order to protect its interest, Grantor shall within fifteen (15) days of written demand reimburse Grantee for the amount of such taxes,

6.2. Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Conserved Land, to the extent it may be required by local, state and federal laws and regulations. The Grantee and the Nease Trustees shall have no obligation for the upkeep and maintenance of the Conserved Land.

6.3. Liability and Indemnification. Grantor shall indemnify and hold harmless Grantee and the Nease Trustees, their employees, agents and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities, whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal, to which the Grantee or the Nease Trustees may be subject or incur relating to the Conserved Land, including, but not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, or agreement contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws.

7. Enforcement Rights and Remedies of the Grantee and the Nease Trustees. In order to enforce the terms of this Easement, the Grantee and the Nease Trustees shall have the following rights and remedies:

7.1. To file any legal action Grantee and/ or the Nease Trustees determine is appropriate to enforce this Easement, and to obtain evidence during any visit to the Conserved Land for the purpose of seeking judicial enforcement of this Easement. Grantee and/or the Nease Trustees may seek money damages, injunctive relief, restoration of the Conserved Land to its condition at the time of the conveyance of this Easement and any other remedy available under applicable law. Grantor acknowledges that money damages are not a sufficient remedy for Easement violations. In addition to the general right of entry specified in Paragraph 2.3 of this Easement, Grantee and/ or the Nease Trustees and successors or assigns, shall have a right to access to the Conserved Land to ensure implementation and compliance with the Conservation Easement.

7.2. Grantee and others holding an interest in the Easement may also enter the Conserved Land without notice to Grantor if, in the reasonable judgment of either party, it is necessary to protect the Natural Resource Values of the Conserved Land.

7.3. The Attorney General of Ohio, on behalf of the Ohio EPA, and the Department of Justice, on behalf of U.S. FWS (the Nease Trustees), may seek to enforce the terms of this Easement as permitted under any and all authorities available under Federal or State law.

8. Enforcement Costs. All reasonable costs incurred by Grantee or the Nease Trustees in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable professional services fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor.

9. Extinguishment. This Easement may be extinguished, in whole or in part, only with the approval of Grantee and the Nease Trustees, or by a judicial ruling by a court of competent jurisdiction that, inter alia, an unexpected change in condition has occurred that renders impossible the protection of all of the Natural Resource Values of the Conserved Land and fulfillment of the Purpose of this Easement. If this Easement is extinguished, in whole or in part, Grantor shall reimburse Grantee and the Nease Trustees. In such a case, Grantee and the Nease Trustees, no later than the time of subsequent sale of the formerly restricted land, shall be entitled to compensation for the rights thereby extinguished. The Grantee and the Nease Trustees shall be entitled to the value of the Easement as compensation for their entire lost share of the loss in a condemnation proceeding, or in the event of an extinguishment and the generation of proceeds from the formerly restricted land through subsequent sale or other means.

The Grantee and the Nease Trustees shall receive, at the time the Easement is extinguished or terminated, their share of the Easement based on the appraised fair market value of the Easement at the time the Easement is extinguished or terminated.

Grantor, upon receipt of notification of any pending condemnation action brought by any governmental entity affecting and/or relating to the Conserved Land, shall notify the Grantee and the Nease Trustees, in writing, within fifteen (15) days of receipt of said notification. If all or any portion of the Conserved Land or interest therein is taken or proposed to be taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking Grantor shall within fifteen days (15) of being notified of such proposed taking notify Grantee and the Nease Trustees in writing and Grantor and Grantee shall join in appropriate proceeding at the time of such taking to recover the full value of the interests in the Conserved Land subject to the taking and all incidental and direct damages resulting from the taking.

10. Appropriation. Notwithstanding any other provision of this Easement, public roads which are open to the public may be constructed, repaired, relocated, maintained, etc. by the authorized governmental entity, subject to applicable state and federal law, within the existing right of way. In such a circumstance of a governmental appropriation of any portion of the Conserved Land, applicable state and federal law shall be supplemented as between the Parties to this Easement by the terms of this Easement.

11. Notices to Grantee. In the event Grantor is notified by a government agency of any proposed design/improvement to an existing public road adjoining/affecting the Conserved Land, Grantor shall notify Grantee and Nease Trustees, in writing within five (5) business days, so as to allow Grantee to exercise its obligations and protect its rights hereunder.

12. Promotion. With the permission of Grantor, which shall not be unreasonably withheld, Grantee may post a sign(s) which states that the Conserved Land is preserved by a conservation easement.

13. Perpetual Burden. This Easement shall run with and burden the Conserved Land in perpetuity and shall bind Grantor and Grantee, their heirs, successors and assigns.

14. Assignment. Subject to the restrictions set forth herein, this Easement is in gross and may be assigned or transferred by Grantee, in whole or in part, with a minimum of sixty (60) day written notice given to the Nease Trustees. The transferee or assignee will be required to carry out in perpetuity the Purpose of this Easement. In addition, the Grantee agrees to the following:

14.1. The organization or entity receiving this interest must be (a) a qualified organization as that term is defined in Section 170(h)(3) of the U.S. Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder; (b) an entity which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the U.S. Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder; and (c) a qualified organization under RC 5301.69 as that section may be amended from time to time, and in the regulations promulgated thereunder.

14.2. If either Grantee, or its assignee, ever ceases to exist or no longer qualifies under Section 170(h) of the U.S. Internal Revenue Code or RC 5301.69 as those sections may be amended from time to time, and in the regulations promulgated thereunder and the Nease Trustees decline to take or accept such party's rights and obligations under the Easement, a court of competent jurisdiction shall order the transfer of this Easement to another qualified organization that agrees to assume the responsibility imposed by this Easement on such party.

15. Immediate Property Right. This perpetual Easement gives rise to a property right, immediately vested in the Grantee, which is equal to the proportionate value that the restrictions of this Easement bear to the value of the Conserved Land absent the restrictions at the time of this conveyance of the Conserved Land, as required by Treasury Reg. 1.170A-14(g)(6)(ii).

16. Compliance Reporting. Beginning with a submittal one year and 30 days after the effective date of this Easement, the Grantee shall annually submit to the Nease Trustees written documentation describing the status of the Natural Resource Values which are the subject of this Easement, and verifying the extent to which the activity and use limitations remain in place and are being complied with in accordance with this Easement and the Conserved Lands Management Plan. Each report shall include a complete enumeration and description of any alterations or disturbances made to the Conserved Lands that have occurred within or beyond the terms of the Easement and that have not been identified in a previous compliance report. Subsequent to the initial report, all annual reports must be submitted to the Nease Trustees no later than July 1st of each year.

17. Transfer of Conserved Land. Unless this Easement is extinguished pursuant to Paragraph 9, the terms, conditions, restrictions and purposes of this Easement will either be referenced or inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in all or part of the Conserved Land. In addition to the pre-transfer notice requirements in Paragraph 4.10, Grantor agrees to notify the Grantee and the Nease Trustees, their successors and assigns, of any such conveyance in writing by certified mail within fifteen (15) days after closing.

18. Compliance with Environmental Laws. "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Grantor warrants that to Grantor's knowledge, the Conserved Land is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that to Grantor's knowledge, there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under any Environmental Law relating to the operations or conditions of the Conserved Land. Grantor warrants that they have no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath, or from the Conserved Land exceeding regulatory limits.

19. Amendment of Easement. Subject to the restrictions set forth herein, this Easement may be amended only with the written consent of Grantor, Grantee, and the Nease Trustees. Any such amendment shall not confer financial benefit upon Grantor and shall be consistent with the Purpose of this Easement and shall comply with Section 170(h) of the U.S. Internal Revenue Code or any regulations promulgated in accordance with that Section. Any such amendment shall also be consistent with Section 5301.67 et seq., of the Ohio Revised Code or any regulations promulgated pursuant to those laws. Any such amendment shall be duly recorded in the Official Records of Columbiana County, Ohio, with costs borne by Grantor. Boundary line adjustments are permitted in the case of technical errors made in the survey or legal description. Any adjustments shall be duly recorded as well, with costs borne by Grantor.

20. Subordination of Subsequent Liens. Any mortgage or lien arising after the date of this Easement must be subject to the terms of this Easement. Any liens, mortgages, easements, or other clouds on the title of the Conserved Land existing prior to the date of the Easement, except for those listed on the attached Exhibit C, must be subordinated to this Easement or eliminated prior to recording this Easement.

21. Recording. The Grantee is authorized to record or file this Easement and any subsequent amendments to this Easement, as well as any notices or instruments appropriate to assure the perpetual enforceability of this Easement; for such purpose, Grantor appoints Grantee as its attorney-in-fact to execute, acknowledge and deliver any necessary instrument on its behalf. Without limiting the foregoing, Grantor agrees to execute any such instruments upon request.

22. Notices. Any notices required by this Easement shall be sent by overnight courier with proof of delivery to Grantor, Grantee and the Nease Trustees, at the following addresses or such addresses as may be hereafter specified in writing:

Grantor:

Columbiana County Archers
P.O. Box 286
Lisbon, Ohio 44432

Grantee:

Western Reserve Land Conservancy
3850 Chagrin River Road
Moreland Hills, Ohio 44024

Trustees:

Ohio EPA - CO:
Nease NRD Project Coordinator Ohio EPA P.O. Box 1049, Columbus, Ohio 43216-1049

U.S. FWS:

Regional Director U.S. Fish and Wildlife Service, Region 3, 5600 American Blvd. West, Suite 990,
Bloomington, MN 55437-1458

23. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

24. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussion, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. Any and all recitals in this Conservation Easement are agreed by the Parties to be accurate, are incorporated into this Conservation Easement by this reference, and shall constitute integral terms and conditions of this Agreement as if fully set out in the entirety herein.

25. Termination of Rights and Obligations. A Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in the Easement or the Conserved Land, except that the Party's liability for acts or omissions prior to transfer shall survive transfer.

26. Counterparts. This Easement may be executed in multiple counterparts by Grantor, Grantee, and the Nease Trustees, each acting at different times and at separate locations, whether or not in the presence of each other, and any copy of this Easement to which signatures of Grantor, Grantee, and the Nease Trustees have been appended shall constitute one and the same original, and one of which shall constitute proof of the terms of this Easement without the necessity of producing any other original copy.

27. Waiver. Any forbearance by Grantee or the Nease Trustees to exercise its rights under this Easement shall not be deemed or construed to be a waiver by Grantee or the Nease Trustees of such violation or another violation of this Easement or any of Grantee's and the Nease Trustees' rights under this Easement. No delay or omission by Grantee or the Nease Trustees in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed a waiver.

28. Governing Law. This Easement shall be governed by and interpreted under the laws of the State of Ohio and applicable federal law. Except as otherwise specifically provided, all references to statutes and

regulations that are contained in this Easement shall be construed to mean the version of that statute or regulation in effect as of the date on which this Easement is recorded. Any action or proceeding arising out of the terms of this Easement shall be brought in the applicable court of competent jurisdiction.

29. **No Merger.** Should Grantee obtain fee title to the Conserved Land, either the purposes, terms, obligations and restrictions of this Easement shall continue to bind and govern Grantee with respect to its rights and obligations regarding the Conserved Land, or Grantee shall, with notice given to the Nease Trustees a minimum sixty (60) days in advance, transfer this Easement to a State or local government agency or non-profit organization which, at the time of transfer, is a qualified organization under Ohio law and Section 170(h) or successor provision of the U.S. Internal Revenue Code, which has among its purposes the conservation and preservation of land and water areas.

30. **Recitals.** The recitals shall be considered substantive terms of this Easement.

[NO FURTHER TEXT; SIGNATURE PAGES TO FOLLOW]

TO HAVE AND TO HOLD the above-described Conservation Easement to the use, benefit, and behalf of the Grantee, and its successors and assigns forever.

The Grantor
COLUMBIANA COUNTY ARCHERS

Signature: James A Chuey Jr

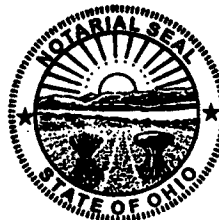
Print Name: JAMES A CHUEY JR

Acknowledgement

State of Ohio)
) ss:
County of Columbiana)

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 23 day of February, 2023 by James Chuey Jr. of Columbiana County Archers, an Ohio nonprofit corporation, on behalf of the corporation.

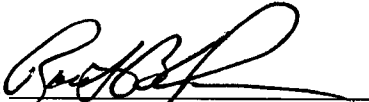
Robin Christensen
Notary Public, State of Ohio
My Commission Expires:



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

Acceptance by WESTERN RESERVE LAND CONSERVANCY

Grantee: WESTERN RESERVE LAND CONSERVANCY

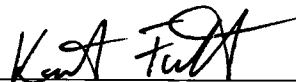
Signature: 

Print Name: ROBERT B. OWEN

Acknowledgement

State of Ohio)
) ss:
County of Cuyahoga)

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 24th day of February, 2023 by Robert B. Owen, Assistant Secretary of Western Reserve Land Conservancy, an Ohio nonprofit corporation, on behalf of the corporation.


Notary Public, State of Ohio
My Commission Expires: 7/2/23



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

Acceptance by Ohio EPA on behalf of the Nease Trustees

The Ohio Environmental Protection Agency, an agency of the State of Ohio, on behalf of the Nease Trustees, which consist of authorized representatives the United States Department of the Interior (Fish & Wildlife Service), and the Ohio Environmental Protection Agency, hereby accepts and approves the foregoing Conservation Easement, and the rights conveyed therein, on behalf of the Nease Trustees.

Signature: *Anne M. Vogel*

Print Name: Anne M. Vogel, Director

Acknowledgement

State of Ohio)
) ss:
County of Franklin)

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 14th day of MARCH, 2023 by Anne M. Vogel, Director of the Ohio Environmental Protection Agency, acting for and on behalf of the Nease Trustees and on behalf of the Agency.

*Charma Diane Casteel*

Notary Public, State of Ohio

My Commission Expires: May 10, 2024

CHARMA DIANE CASTEEL

NOTARY PUBLIC

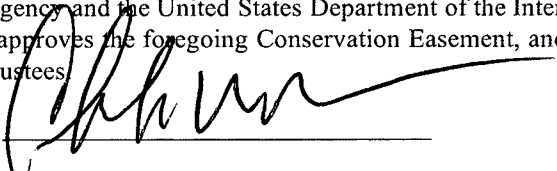
STATE OF OHIO

MY COMMISSION EXPIRES

May 10, 2024

Acceptance by US Fish & Wildlife Service on behalf of the Nease Trustees

The United States Fish & Wildlife Service, a bureau of the United States Department of the Interior, on behalf of the Nease Trustees, which consist of authorized representatives of the Ohio Environmental Protection Agency and the United States Department of the Interior (U.S. Fish & Wildlife Service), hereby accepts and approves the foregoing Conservation Easement, and the rights conveyed therein, on behalf of the Nease Trustees.

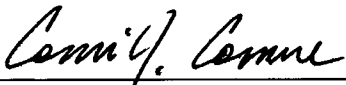
Signature: 

Print Name: Charles W. Traxler, Acting Regional Director
Region 3 - U.S. Fish and Wildlife Service

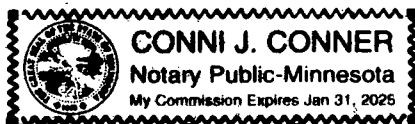
Acknowledgement

State of Minnesota)
County of Hennepin) ss:

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 14th day of March 2023 by Charles W. Traxler, Acting Regional Director of the United States Fish & Wildlife Service, acting for and on behalf of the Nease Trustees, who acknowledged that he executed the same for and on behalf of the U.S. Fish & Wildlife Service and the Nease Trustees and that he did so as the U.S. Fish and Wildlife Service's and the Nease Trustees' voluntary act and deed.



Notary Public, State of Minnesota
My Commission Expires:

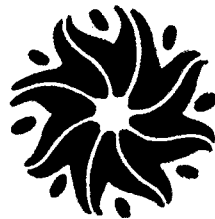


This Instrument Prepared By:

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

EXHIBIT A
Legal Description

Situated in the Township of Center, County of Columbiana, and State of Ohio:
 Being part of Section 9, Township 14, and Range 3, bounded and described as follows, to-wit:
 Commencing at a stone in the Southwest corner of the southeast quarter of Section 9 and running thence
 north 39 chains and 80 links;
 thence west 9 chains and 50 links; thence north $1-1/2^{\circ}$ east 3 chains and 97 links;
 thence north $78-1/2^{\circ}$ east 43 $1/2$ links: thence south $45-1/2^{\circ}$ east 2 chains and $75-1/2$ links;
 thence north 74° and $40''$ east 4 chains and $32-1/2$ links;
 thence north 63° east 2 chains and 15 links;
 thence north $32-1/2^{\circ}$ east 2 chains and 97 links;
 thence south $33-1/2^{\circ}$ east 7 chains and 50 links;
 thence south 29° east 10 chains and 50 links;
 thence south $42-3/4^{\circ}$ east 6 chains and 70 links;
 thence south east 53° west 1 chain and 4 links;
 thence south 33° east 10 chains and 13 links
 thence south 45° east 30 links;
 thence south 33° west 4 chains and 90 links
 thence south $62-1/4^{\circ}$ east 6 chains and 4 links
 thence south $51-3/4^{\circ}$ east 2 chains and 80 links.
 thence south 68° east 2 chains and 60 links
 thence south $45-1/4^{\circ}$ east 5 chains to a corner;
 thence west 36 chains and 99 links to the place of beginning, containing 77-60/100 acres of land,
 EXCEPTNG therefrom and reserving 2 acres of land from the last described property beginning at the
 eastern pier of the bridge at the
 north end of the farm; thence running down the eastern bank of the creek to a point; thence in an easterly
 direction to the public road
 being sufficient area to cover the 2 acres above mentioned, be the same more or less, but subject to all
 legal highways,
 EXCEPTING 3.013 acres sold to Hasley C. Kelch on May 21, 1954, by deed recorded in Volume 902,
 Page 132, Columbiana County Deed Records.



Western Reserve Land Conservancy

land • people • community

EXHIBIT B

Current Conditions Report

COLUMBIANA COUNTY ARCHERS PROPERTY

in

Center Township, Columbiana County, Ohio

Report Prepared By: Sarah Kitson
Date of Site Visit: November 1, 2022
Date Finalized: February 14, 2023

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SECTION 1: INTRODUCTION

1.1 PURPOSE

For the purposes of this report, Baseline Documentation Report, Current Conditions Report, and CCR shall mean the same thing.

This Baseline Documentation Report ("BDR") is being prepared as an exhibit to the Conservation Easement ("CE"). The Purpose of the BDR is to describe the existing conditions and the conservation values on the Protected Property at the time of the grant of the CE. The BDR is used by the Grantor and Grantee primarily for monitoring and enforcing the terms of the CE.

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

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

1.2 STATEMENT OF QUALIFICATIONS

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

1.3 GENERAL INFORMATION & SUMMARY OF FUNDING SOURCES & PROPERTY RESTRICTIONS

General Information

For the purpose of this document, the property being protected by the CE is referred to by the property name referenced on the title page or as the "Protected Property". On November 1, 2022, Sarah Kitson, Land Steward for the Land Conservancy, and Brett Rodstrom, Vice President of Eastern Field Operations for the Land Conservancy, visited the Columbiana County Archers property to establish a BDR of the Protected Property. During the site visit, they walked the Protected Property and took photos at the property corners and other significant locations.

If the date of the BDR field visit and the date of recording of the CE differ significantly, then the Land Conservancy makes a practice of revisiting the Protected Property again prior to the closing date in order to determine that the existing conditions have not changed significantly. The Protected Property was revisited by Robin Christensen, Conservation Project Manager for the Land Conservancy, on February 23, 2023 who confirmed, based on a brief site visit, that the existing conditions on the Protected Property do not differ significantly from those described in this report.

Summary of Funding Sources and Property Restrictions

The Protected Property is encumbered by a CE donated by the Grantor. This project was completed in partnership with the Ohio Environmental Protection Agency and the United States Department of the Interior, United States Fish & Wildlife Service. Funding for this project is pursuant to the United States' and the State of Ohio's natural resource damage settlement with Rutgers Organics Corporation filed as a consent decree on December 22, 2016, United States District Court, northern District of Ohio, Eastern Division, Civil Action No. 4: 16-CV-2254.

SECTION 2: GRANTOR INFORMATION

Grantors: Columbiana County Archers

Address: P.O. Box 286, Lisbon, OH 44432

SECTION 3: PROPERTY REPRESENTATIVE(S) CONTACT INFORMATION

Role: Property Owner

Name: Columbiana County Archers, Attn: Jim Chuey

Address: P.O. Box 286, Lisbon, OH 44432

Phone: 330.692.2041

SECTION 4: GRANTEE INFORMATION

Name: Western Reserve Land Conservancy

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

Phone: 440.528.4150

Role: Nease Natural Resource Damage Trustee

Name: Ohio Environmental Protection Agency, Director

Address: P.O. Box 1049, Columbus, OH 43216-1049

Role: Nease Natural Resource Damage Trustee

Name: United States Department of the Interior, United States Fish & Wildlife Service, Acting Regional Director, Region 3

Address: 5600 American Blvd. West, Suite 990, Bloomington, MN 55437-1458

SECTION 5: PARCEL INFORMATION

Acres Preserved: ~32.35 (See Exhibit A – the legal description and subtract the Excluded Area acres shown on the Property Identification map.)

County: Columbiana

Municipality: Center Township

Watershed: Little Beaver Creek

HUC 12: 050301010403

HUC 12 Narrative: Stone Mill Run-Middle Fork Little Beaver Creek

HUC 14: 05030101070040

HUC 14 Narrative: Middle Fork Little Beaver Cr. Below E. Branch to above Lisbon Cr.

Protected Property Address: St. Jacobs Logtown Road, Lisbon, OH 44432

Adjacent to: The Protected Property is adjacent to private property on the north, west, south, and portions of the east. St. Jacobs Logtown Road bisects the northeastern portion of the Protected Property and runs along a portion of the Protected Property's eastern boundary. Little Beaver Creek Greenway Trail is adjacent to the northern portion of the eastern boundary. The Middle Fork Little Beaver Creek bisects the Protected Property.

Access Notes: Access the Protected Property from the Columbiana County Archers' gated driveway to the northeast of the Protected Property at 36499 Kelch Road, Lisbon, OH 44432 (40.792299, -80.813441). There is room to park off to the side in front of the gate. Parking is also available at a pull-off on St. Jacobs Logtown Road approximately 1,400' south from the intersection of St. Jacobs Logtown Road and Kelch Road (40.789601, -80.809664).

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

Parcel Number or ID	CE covers all or a portion of the parcel	Road Frontage	Total Parcel Acres	Acres covered by CE
08-00136	Portion	St. Jacobs Logtown Road	72.587	~32.35
		Total Acres:	72.587	~32.35

SECTION 6: PROTECTED PROPERTY SUMMARY DESCRIPTION

6.1 LOCATION & SURROUNDING LAND USE

The Protected Property is located on St. Jacobs Logtown Road in Center Township in Columbiana County, OH. The Lisbon town center is located approximately 2 miles to the southeast of the Protected Property. The Protected Property is within 1 mile of State Route 30 to the south. The Protected Property is within the Little Beaver Creek watershed and is bisected by the Middle Fork Little Beaver Creek. The Protected Property is within 5 miles of five other conservation easement properties protected by the Land Conservancy totaling nearly 472 acres. Topographically, the flat and gently sloping upland areas are divided by steep ravines extending down to the Middle Fork Little Beaver Creek floodplain (see Appendix C: Topography map). The topography is characteristic of the unglaciated portion of east-central Ohio.

The surrounding land use consists of large blocks of forested land with agricultural fields in gently sloping areas and scattered small residential lots along the road frontage.

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

General Uses

The Protected Property is currently managed as a natural area with some archery club activity such as maintaining trails, hunting, fishing, and target shooting. Based on the state of old logging roads, decomposing stumps, and remaining slash, forestry activity occurred in the recent past. The Middle Fork Little Beaver Creek bisects the Protected Property.

6.3 PAST USE(S) OF THE PROTECTED PROPERTY

In order to understand past uses on the Protected Property, the Land Conservancy reviewed historical aerial photos and noted any evidence of past uses during the BDR visit. Upon reviewing historical aerial photography provided by Google Earth Pro and Historic Aerials, it appears that the uses of the Protected Property have not changed significantly since 1952. The Protected Property was historically managed as a natural area with forestry activity. An old stone foundation and an old stone structure that may be related

to a bridge exist in the eastern floodplain of the Middle Fork Little Beaver Creek.

SECTION 7: PROTECTED PROPERTY INVENTORY

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

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

- Old Stone Foundation – (Photo Point 28) – A small stone foundation was noted in the floodplain on the eastern side of the Middle Fork Little Beaver Creek.
- Old Stone Structure – (Photo Points 24-25) – A large stone structure was noted within the Middle Fork Little Beaver Creek. This structure appears to have been the pier of a bridge or other similar structure.

7.2 POWER/UTILITY RIGHTS-OF-WAY

- A utility line crosses the northwestern corner of the Protected Property (Photo Point 1).

7.3 OTHER EXISTING EASEMENTS OR RIGHTS-OF-WAY

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

7.4 ACCESS ROADS & TRAILS

- There are numerous trails on the west side of the Middle Fork Little Beaver Creek related to the archery club uses and former logging activity (Photo Points 11 and 18). These trails appear to be maintained by frequent use and occasional mowing.
- An encroaching trail was noted near the center of the Protected Property. See Section 7.6 below for additional details.

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

- Some litter including bottles, cans, and occasional tires is found along the eastern portion of the Protected Property along St Jacobs Logtown Road.
- A dump is located on a slope just inside the forest near a pull-off along St Jacobs Logtown Road (Photo Point 31). The approximate location of this dump is depicted on the Existing Conditions map. The dump contains tires, a couch, a toilet, cans, plastic containers, wood, and televisions. The dump appears to have recently added items.

7.6 ENCROACHMENTS

- An encroaching trail enters the Protected Property from an eastern boundary near the neighbors at 7581 St. Jacobs Logtown Road. The trail is small and appears to be maintained through occasional use.

7.7 INVASIVE SPECIES

- Patches of butterbur, Japanese knotweed, and Japanese stilt grass are present within the Middle Fork Little Beaver Creek floodplain.
- Burning bush and Japanese barberry exist sporadically throughout the woods.
- Multiflora rose is present throughout the Protected Property, but it especially dense east of the Middle Fork Little Beaver Creek.

7.8 MONITORING NOTES

The Protected Property is easily accessible from the Columbiana County Archers' gated driveway to the northeast of the Protected Property at 36499 Kelch Road, Lisbon, OH 44432 (40.792299, -80.813441). There is room to park off to the side in front of the gate. Parking is also available at a pull-off on St. Jacobs Logtown Road approximately 1,400' south from the intersection of St. Jacobs Logtown Road and Kelch Road (40.789601, -80.809664). Some of the slopes from the ridge top down to the floodplain are too steep to traverse, especially west of the river. The Middle Fork Little Beaver Creek has steep banks and some areas have deep water. This makes the river difficult to cross without getting wet, even during dry periods.

SECTION 8: LAND COVER SUMMARY

The Protected Property encompasses approximately 32.35 acres in total land area and contains upland and floodplain forest, old field, and the Middle Fork Little Beaver Creek (see Appendix C: Land Cover map). The acres listed below were calculated using GIS and may not match the exact acreage of the Protected Property. Refer to the Appendix C: Soils map for the location of soil types on the Protected Property.

Natural Resource / Land Cover	Description
Upland Forest	~ 1.6 acres
Floodplain Forest	~ 23.3 acres
Old Field	~ 0.9 acres
Middle Fork Little Beaver Creek and Tributaries	~ 6.2 acres of Middle Fork Little Beaver Creek ~ 5,150 linear feet
Road	~ 2,500 linear feet of scenic views

SECTION 9: NARRATIVE DESCRIPTION OF LAND COVER AND CONSERVATION VALUES

Introduction

The land cover areas described below and depicted on the "Land Cover" map of Appendix C were defined based on observations during the BDR site visit and based on other available natural resource information for the Protected Property and the area in general. These land cover areas describe existing conditions and do not correspond to reserved areas, if any, defined in the CE.

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

Upland Forest - (Photo Points 10-18)

Approximately 1.6 acres of upland forest exists in a thin strip along the western boundary. These portions of the Protected Property are present along ridge tops. This early to mid-successional forest contains canopy trees 8"-1.5' in diameter at breast height (dbh). Some larger trees remain, but based on the condition of logging roads, decaying stumps, and remaining slash, forestry activity occurred in the recent past. Red oak, white oak, sugar maple, American beech, and black cherry are dominant canopy species, with shagbark hickory and red maple also present. Sugar maple and American beech saplings are abundant throughout the understory. Christmas fern and pokeweed were common forest floor species.

Floodplain Forest - (Photo Points 1-9, 19-30, and 34)

The majority of the Protected Property contains 23.3 acres of floodplain forest. Sycamore, sugar maple, and hawthorn are the dominant hardwood species found in this habitat, with American basswood, eastern cottonwood, American elm, and silver maple also present. Most trees were early to mid-successional trees 8"-1.5' in dbh, while some large sycamores were 2'-3' in dbh. The understory is often thick with dense

stands of saplings, silky dogwood, and hawthorn trees. Horsetail, Virginia knotweed, agrimony, and wingstem are common. Invasive species such as Japanese knotweed, butterbur, and Japanese stilt grass were also observed in this habitat. The floodplain east of the river is wider and more gently sloped than the floodplain west of the river. The eastern portion of the Protected Property also has generally younger habitat than the western portion.

Old Field - (Photo Point 33)

Approximately 0.9 acres of old field habitat is found in the northern portion of the Protected Property between the Middle Fork Little Beaver Creek and St. Jacobs Logtown Road. This area appears to be occasionally maintained by brush hogging. This area is dominated by goldenrod, grasses, ironweed, and other common old field species.

Middle Fork Little Beaver Creek and Tributaries - (Photo Points 3, 9, 11, 14-15, 22-27, and 30)

The Protected Property contains approximately 6.2 acres and 3,675 linear feet of the Middle Fork Little Beaver Creek. This portion of the Middle Fork Little Beaver Creek is approximately 60' wide with a substrate of approximately 60% sand and gravel, 30% cobble, and 10% boulder. This moderately sinuous river has backwaters, root wads, gravel bars, overhanging vegetation, and other important structural habitat features to support fish and other wildlife. Riffles, runs, pools, and glides were noted throughout the course of the river. Approximately 1,475 linear feet of other ephemeral and intermittent streams feed into this perennial river. Seeps were noted along the steep hillsides west of the river.

For a complete list of species found on the Protected Property during the site visit, refer to Appendix B: Natural Resource Inventory. For the general location of habitats on the Protected Property, refer to Appendix C: Land Cover map.

Summary of Conservation Values

The Protected Property possesses significant scenic, aesthetic, open space, and natural conservation values that add to the rural and natural character of Center Township. St. Jacobs Logtown Road provides scenic views of the Protected Property's natural areas. The Protected Property has natural resource conservation value based on its approximately 32.35 acres of diverse habitat for fish and wildlife including various successional stages of hardwood forest, floodplain, vernal pools, old field habitat, and a portion of the Middle Fork Little Beaver Creek. These habitats provide shelter, food, and nesting areas for birds, fish, small and large mammals, and other wildlife. The vegetated and forested buffers along the tributaries help control run-off, prevent erosion, and mitigate flooding to downstream properties thus helping to improve water quality in the Little Beaver Creek watershed. Natural areas preservation also promotes groundwater recharge for local aquifers.

SECTION 10: PHOTO POINT COORDINATES

Coordinate System: Latitude/Longitude (Decimal Degrees)

Global Positioning System ("GPS") points were taken on November 1, 2022 using a Bad Elf GNSS Surveyor GPS.

Point Number	Latitude	Longitude
1	40.791735	-80.812917
2	40.791700	-80.812916
3	40.791587	-80.812375
4	40.791116	-80.812683
5	40.791099	-80.812694
6	40.790895	-80.812485
7	40.790853	-80.812490
8	40.790111	-80.811896
9	40.790070	-80.811822
10	40.789271	-80.811681
11	40.788769	-80.811349
12	40.788044	-80.811015
13	40.787429	-80.810299
14	40.787421	-80.810242
15	40.786809	-80.809457
16	40.785922	-80.808655
17	40.785931	-80.808672
18	40.785159	-80.807701
19	40.784534	-80.806468
20	40.784503	-80.806459
21	40.784630	-80.806078
22	40.784497	-80.804557
23	40.784497	-80.804557
24	40.785985	-80.807760
25	40.786127	-80.808048
26	40.786242	-80.807868
27	40.786220	-80.807725
28	40.786771	-80.808415
29	40.788163	-80.808540
30	40.789083	-80.809363
31	40.789411	-80.809818
32	40.789722	-80.810018
33	40.791728	-80.812147
34	40.791728	-80.812147

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

SECTION 11: EXCLUDED AREA COORDINATES

Coordinate System: Latitude/Longitude (Decimal Degrees)


Each point was calculated using GIS.

Area	Point Number	Latitude	Longitude
Western Excluded Area			
Western Excluded Area	1	40.791735	-80.812916
Western Excluded Area	2	40.791734	-80.812832
Western Excluded Area	3	40.791097	-80.812706
Western Excluded Area	4	40.790903	-80.812483
Western Excluded Area	5	40.790089	-80.811844
Western Excluded Area	6	40.789267	-80.811635
Western Excluded Area	7	40.788037	-80.810989
Western Excluded Area	8	40.786789	-80.809481
Western Excluded Area	9	40.785924	-80.808673
Western Excluded Area	10	40.785124	-80.807715
Western Excluded Area	11	40.784476	-80.806401
Western Excluded Area	12	40.784494	-80.812953
Eastern Excluded Area			
Eastern Excluded Area	1	40.787429	-80.807988
Eastern Excluded Area	2	40.786652	-80.807358
Eastern Excluded Area	3	40.787000	-80.807073
Eastern Excluded Area	4	40.786970	-80.807042
Eastern Excluded Area	5	40.786219	-80.807589
Eastern Excluded Area	6	40.785732	-80.806459
Eastern Excluded Area	7	40.785715	-80.806604
Eastern Excluded Area	8	40.785729	-80.806787
Eastern Excluded Area	9	40.785776	-80.806930
Eastern Excluded Area	10	40.786145	-80.807792
Eastern Excluded Area	11	40.786460	-80.807559
Eastern Excluded Area	12	40.787301	-80.808220

SECTION 12: ACKNOWLEDGMENT OF CONDITION

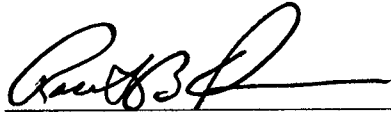
This Baseline Documentation Report is an accurate representation of the Protected Property, including conservation resources and existing conditions, at the time of the recording of the CE.

GRANTOR: COLUMBIANA COUNTY ARCHERS


BY: _____

DATE: 2-23-23

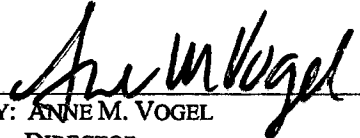
GRANTEE: WESTERN RESERVE LAND CONSERVANCY

A handwritten signature in black ink, appearing to read "Robert B. Owen", written over a horizontal line.

BY: ROBERT B. OWEN
ASSISTANT SECRETARY

DATE: 2/24/2023

OHIO EPA ON BEHALF OF THE NEASE TRUSTEES


BY: ANNE M. VOGEL
DIRECTOR

DATE: 03-14-2023

US FISH & WILDLIFE SERVICE ON BEHALF OF THE NEASE TRUSTEES


BY: CHARLES W. TRAXLER

ACTING REGIONAL DIRECTOR, REGION 3 – US FISH AND WILDLIFE

DATE: 3/14/23

SECTION 13: PHOTO POINT PHOTOS (All photos were taken by Sarah Kitson with an iPhone 13 digital camera on November 1, 2022. All structures depicted in the photos are located on the Protected Property unless otherwise noted.)



1. Looking south-southeast along a western boundary from a northwestern corner. The driveway and structures shown are not located on the Protected Property.



2. Looking east along a northern boundary from a northwestern corner.



3. Looking south-southeast downstream at the Middle Fork Little Beaver Creek.



4. Looking southeast along a western boundary from a western corner.

Western Reserve Land Conservancy



5. Looking north-northwest along a western boundary from a western corner.



6. Looking northwest along a western boundary from a western corner.



7. Looking southeast along a western boundary from a western corner.



8. Looking northwest along a western boundary from a western corner.



9. Looking southeast at the floodplain from a ridge top.



11. Looking east at a trail.



10. Looking north-northwest along a western boundary from a western corner.



12. Looking north-northwest along a western boundary from a western corner.



13. Looking northwest along a western boundary from a western corner.



15. Looking northwest along a western boundary from a western corner.



14. Looking east at the Middle Fork Little Beaver Creek from a scenic viewpoint on a ridge top.



16. Looking northwest along a western boundary from a western corner.



17. Looking southeast along a western boundary from a western corner.



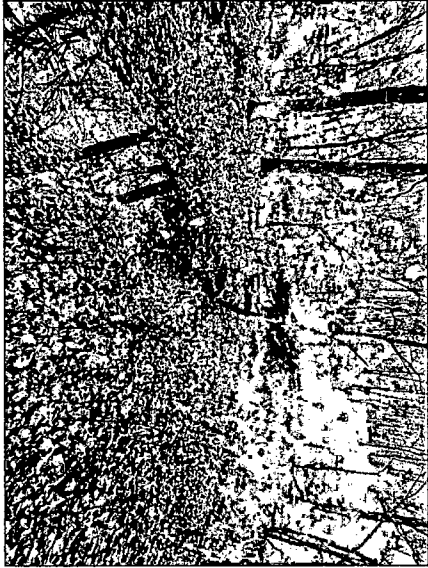
19. Looking northwest along a western boundary from a southwestern corner.



18. Looking northwest along a western boundary from a western corner.



20. Looking east along a southern boundary from a southwestern corner.



21. Looking southwest at oxbow wetlands within the Middle Fork Little Beaver Creek floodplain.



23. Looking west along a southern boundary from near a southeastern corner.



22. Looking northwest upstream at the Middle Fork Little Beaver Creek from near a southeastern corner.



24. Looking northwest, upstream at the Middle Fork little Beaver Creek at an old stone structure.



25. Looking north at an old stone structure.



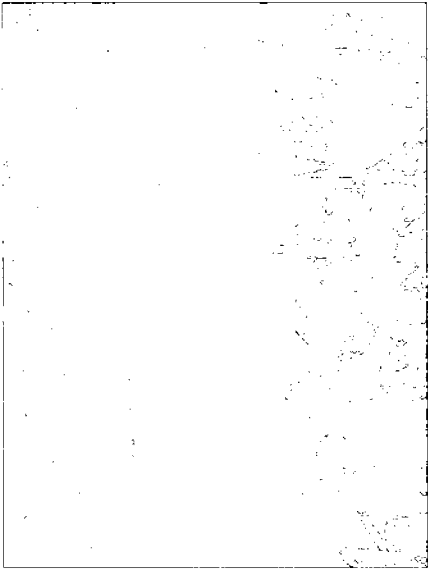
27. Looking southeast along an eastern boundary from near an inner corner.



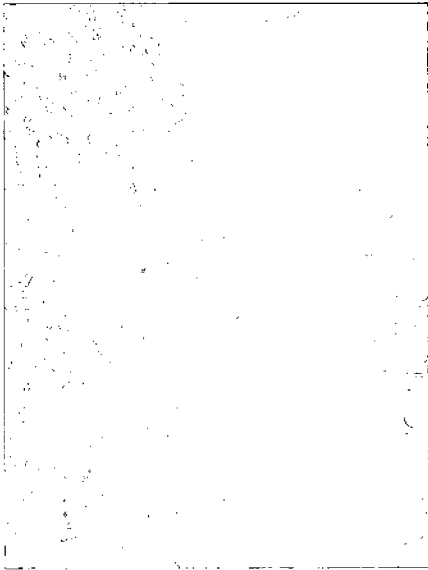
26. Looking northeast along an eastern boundary from near an inner corner.



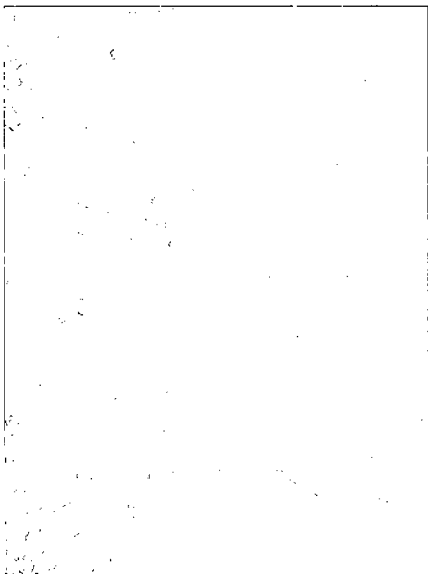
28. Looking southeast at an old stone foundation within the floodplain.



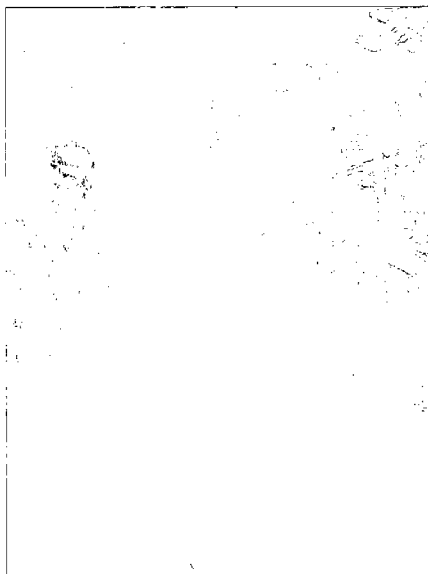
29. Looking southeast along an eastern boundary from near an inner corner.



30. Looking west at a ditch from an eastern boundary.



31. Looking southwest at a dump containing tires, a couch, a toilet, cans, plastic containers, wood, and televisions.



32. Looking northwest along St. Jacobs Logtown Road.



33. Looking southeast along St. Jacobs Logtown Road.



34. Looking east toward a northeastern corner along a northern boundary from St. Jacobs Logtown Road.

APPENDICES

APPENDIX A: SOILS

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

SOIL SYM.	MAP UNIT KEY	SOIL NAME	FARMLAND CLASSIFICATION	HYDRIC RATING	ACRES
CcD	298743	Canfield silt loam, 12 to 20 percent slopes	Not prime farmland	No	0.02
ChB	298748	Chili silt loam, 2 to 6 percent slopes	All areas are prime farmland	No	0.64
Fpt4D1	2763232	Fairpoint channery silt loam, 8 to 25 percent slopes	Not prime farmland	No	0.48
OrA	633758	Orrville silt loam, 0 to 3 percent slopes, occasionally flooded	Prime farmland if drained	No	10.36
ToA	633815	Tioga loam, 0 to 2 percent slopes, occasionally flooded	All areas are prime farmland	No	12.59
WkE	298847	Westmoreland-Berks complex, 25 to 40 percent slopes	Not prime farmland	No	8.27

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

APPENDIX B: NATURAL RESOURCE INVENTORIES

Western Reserve Land Conservancy Species Inventory

Survey Date: November 1, 2022

By: Sarah Kitson, Land Steward for Western Reserve Land Conservancy; Brett Rodstrom, Vice President of Eastern Field Operations for Western Reserve Land Conservancy

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

Plant Inventory

TYPE	COMMON NAME	SCIENTIFIC NAME
Herbaceous	Angelica	<i>Angelica atropurpurea</i>
Herbaceous	Aster spp.	<i>Aster spp.</i>
Herbaceous	Aster, common blue	<i>Aster cordifolius</i>
Herbaceous	Beechdrops	<i>Epifagus virginiana</i>
Herbaceous	Burdock	<i>Arctium sp.</i>
Herbaceous	Butterbur	<i>Petasites spp.</i>
Herbaceous	Coneflower, green-headed	<i>Rudbeckia laciniata</i>
Herbaceous	Fern, Christmas	<i>Polystichum acrostichoides</i>
Herbaceous	Fern, wood	<i>Dryopteris spp.</i>
Herbaceous	Goldenrod spp.	<i>Solidago spp.</i>
Herbaceous	Hepatica	<i>Hepatica nobilis</i>
Herbaceous	Ironweed	<i>Vernonia gigantea</i>
Herbaceous	Jacob's ladder	<i>Polemonium reptans</i>
Herbaceous	Japanese stiltgrass	<i>Microstegium vimineum</i>
Herbaceous	Knotweed, Virginia	<i>Polygonum virginianum</i>
Herbaceous	Marestail	<i>Erigeron canadensis</i>
Herbaceous	Mugwort	<i>Artemisia vulgaris</i>
Herbaceous	Mullein	<i>Verbascum spp.</i>
Herbaceous	Nettle, Canada wood	<i>Laportea canadensis</i>
Herbaceous	Nettle, stinging	<i>Urtica dioica</i>
Herbaceous	Plantain spp.	<i>Plantago spp.</i>
Herbaceous	Poison hemlock	<i>Conium maculatum</i>
Herbaceous	Pokeweed	<i>Phytolacca americana</i>
Herbaceous	Sedge, plantain-leaved	<i>Carex plantaginea</i>
Herbaceous	Snakeroot, white	<i>Ageratina altissima</i>
Herbaceous	Virgin's bower	<i>Clematis virginiana</i>
Herbaceous	Waterleaf, Virginia	<i>Hydrophyllum virginianum</i>
Herbaceous	Wingstem	<i>Verbesina alternifolia</i>

Shrub	Burning Bush	<i>Euonymus alatus</i>
Shrub	Dogwood, silky	<i>Cornus amomum</i>
Shrub	Honeysuckle spp.	<i>Lonicera spp.</i>
Shrub	Japanese barberry	<i>Berberis thunbergii</i>
Shrub	Rose, Multiflora	<i>Rosa multiflora</i>
Tree	Basswood, American	<i>Tilia americana</i>
Tree	Beech, American	<i>Fagus grandifolia</i>
Tree	Cherry, black	<i>Prunus serotina</i>
Tree	Cottonwood, eastern	<i>Populus deltoides</i>
Tree	Elm, American	<i>Ulmus americana</i>
Tree	Hawthorn spp.	<i>Crataegus spp.</i>
Tree	Hickory spp.	<i>Carya spp.</i>
Tree	Hickory, shagbark	<i>Carya ovata</i>
Tree	Maple, red	<i>Acer rubrum</i>
Tree	Maple, silver	<i>Acer saccharinum</i>
Tree	Maple, sugar	<i>Acer saccharum</i>
Tree	Oak, red	<i>Quercus rubra</i>
Tree	Oak, white	<i>Quercus alba</i>
Tree	Sycamore	<i>Platanus occidentalis</i>
Tree	Witch-hazel, American	<i>Hamamelis virginiana</i>
Vine/briar	Greenbrier spp.	<i>Smilax spp.</i>

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APPENDIX C: MAPS

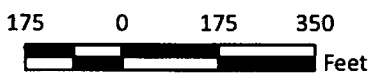
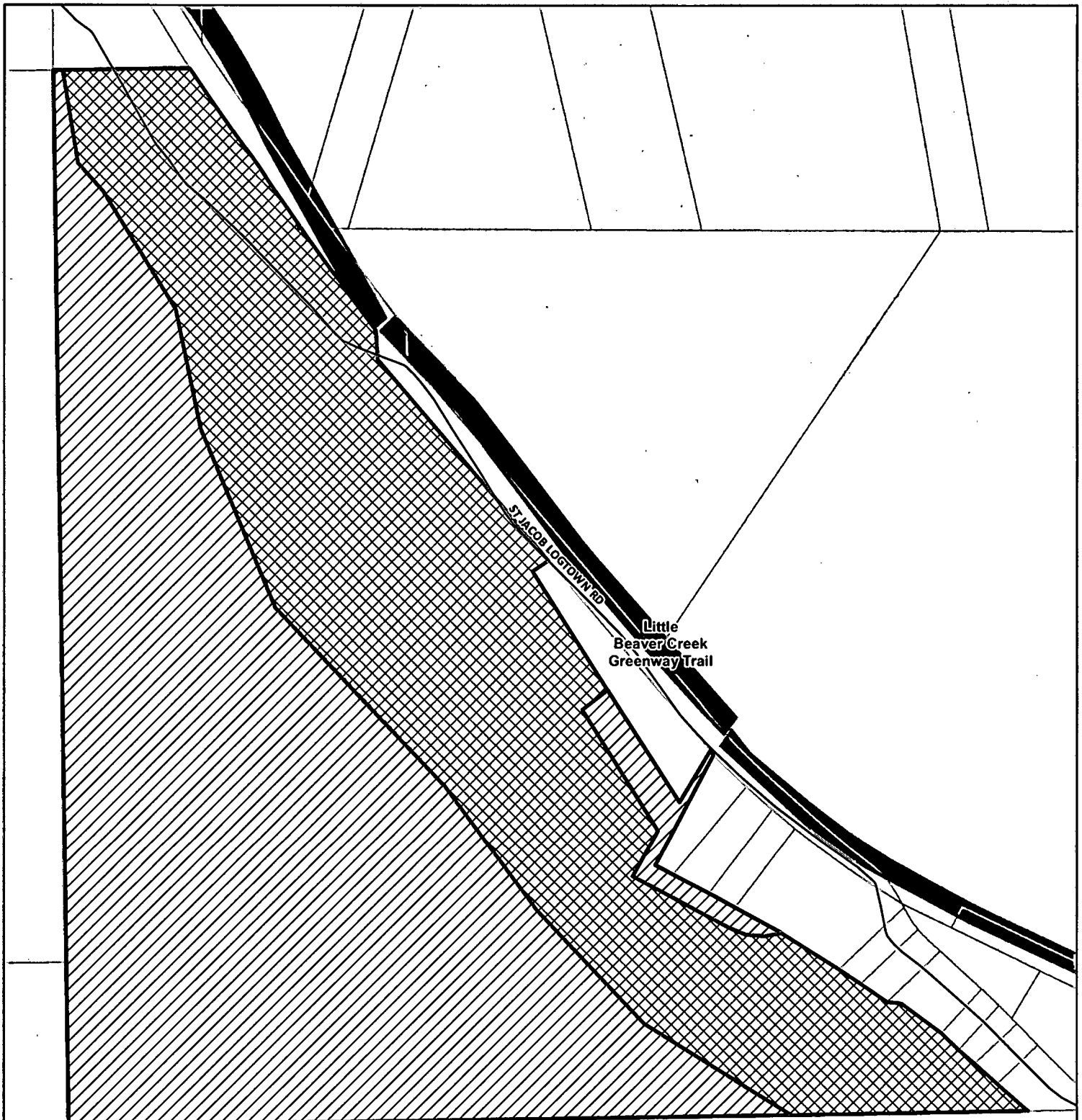
MAP LIST

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

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

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







For this Protected Property, the CE encumbers only a portion of a legally described parcel; therefore, a survey of the CE area and/or a GPS or GIS boundary is depicted on the enclosed maps.

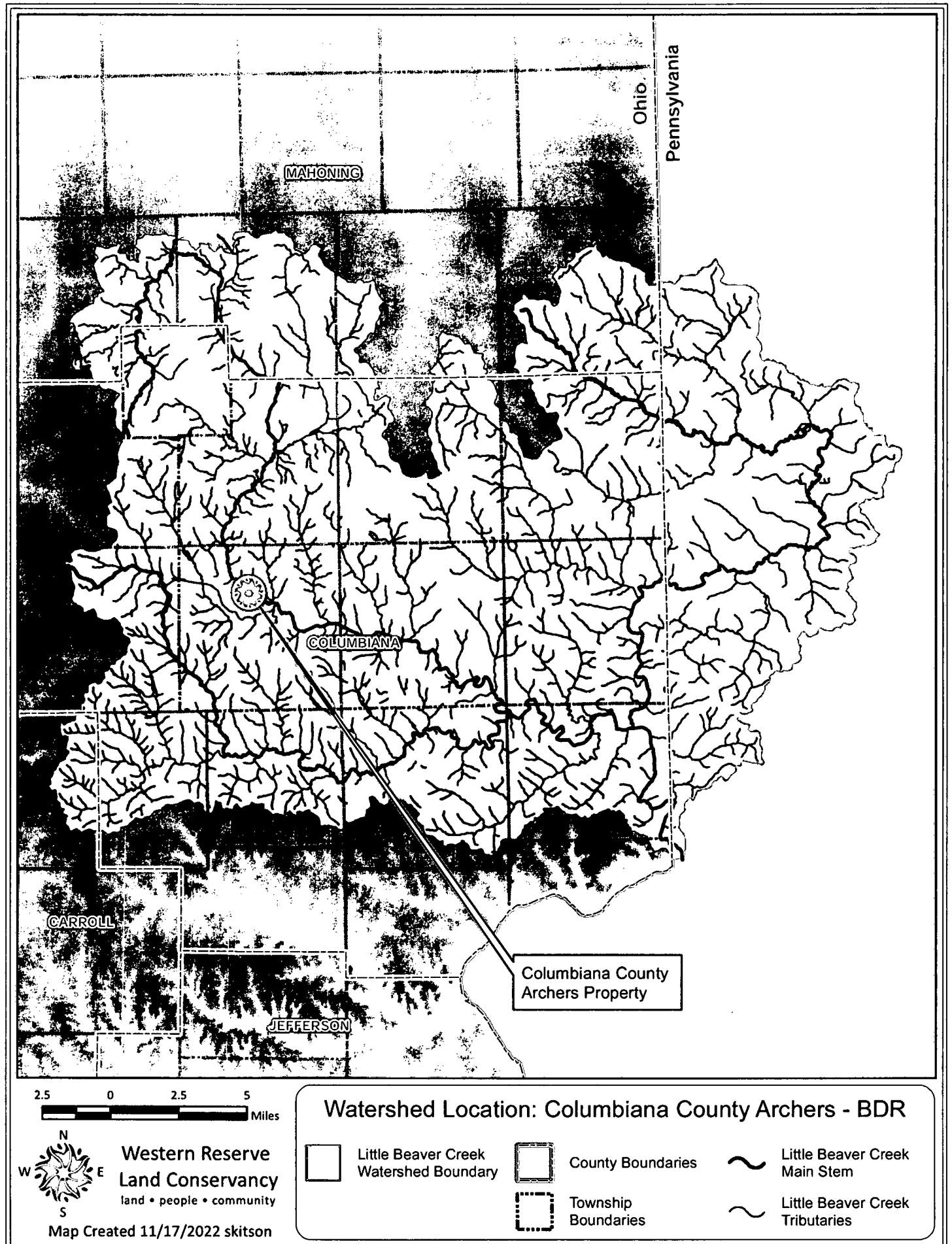


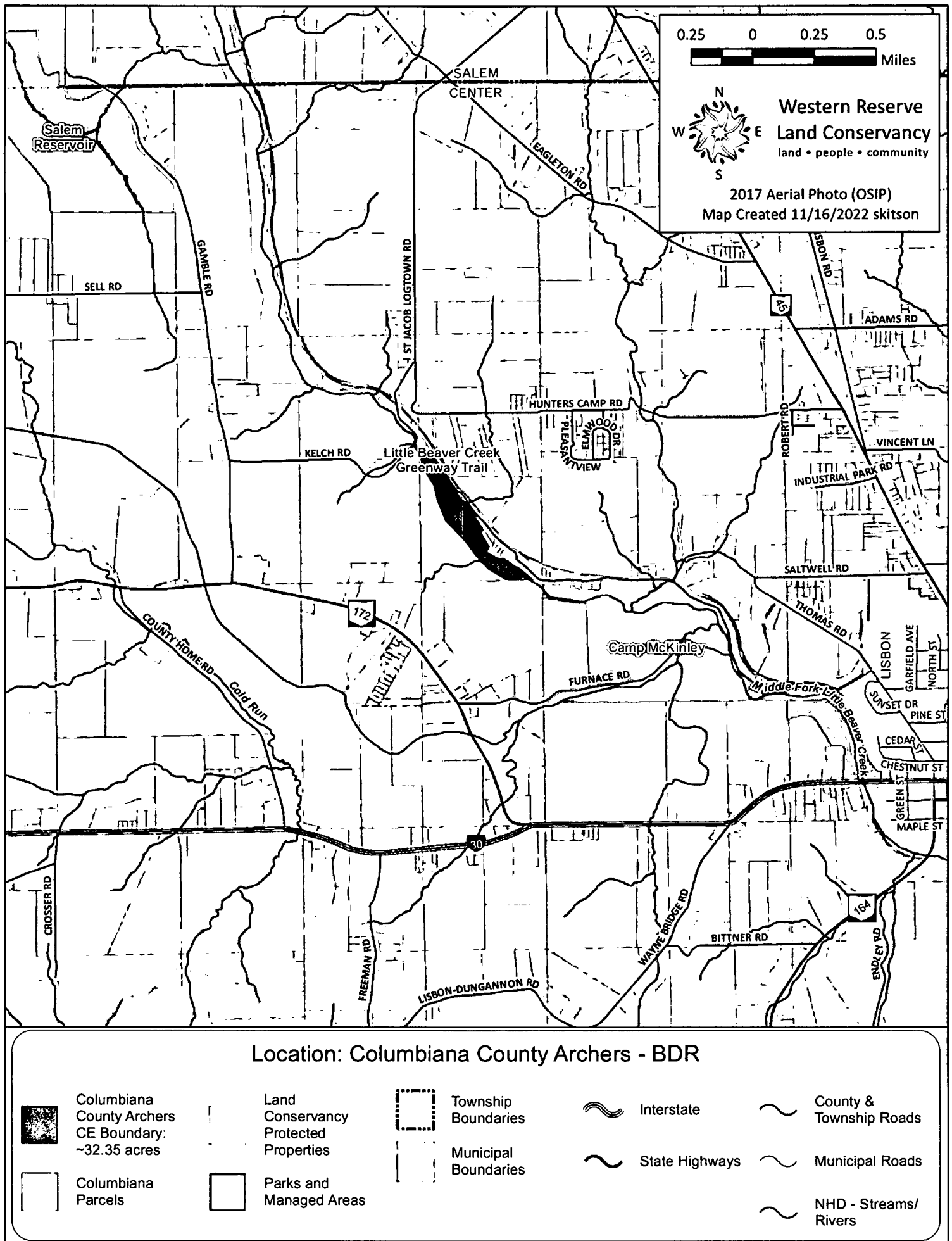
**Western Reserve
Land Conservancy**
land • people • community

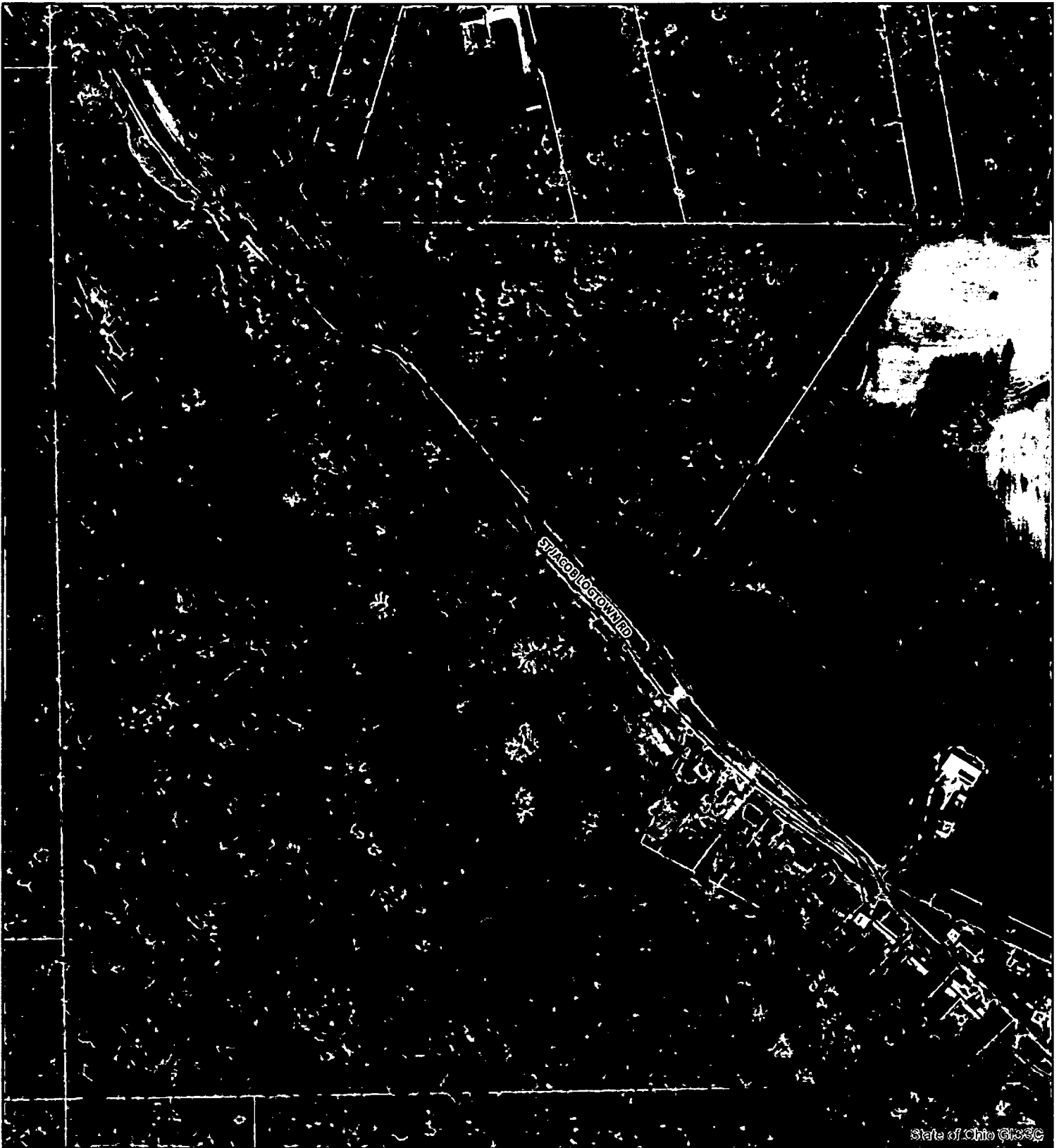
2017 Aerial Photo (OSIP)
Map Created 11/17/2022 skitson

Property Identification: Columbiana County Archers - BDR


	Columbiana County Archers CE Boundary: ~32.35 acres		Parks and Managed Areas		PPN: 08-00136: 70.60 acres
	Columbiana Parcels		Excluded Areas: ~38.25 acres		County & Township Roads







State of Ohio GIS/C

175 0 175 350
 Feet



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2017 Aerial Photo (OSIP)
 Map Created 11/16/2022 skitson

Aerial View I: Columbiana County Archers - BDR



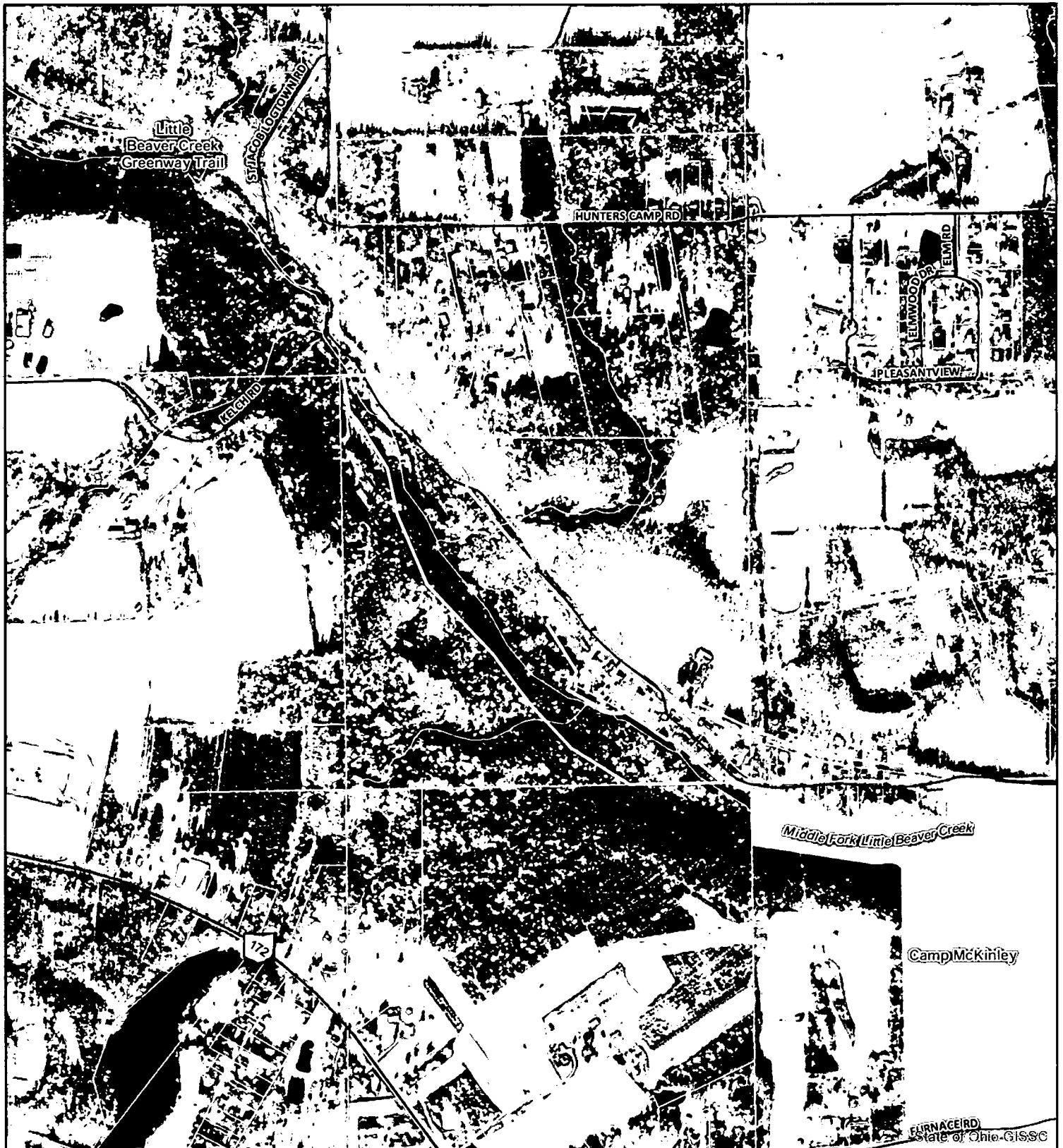
Columbiana County Archers
 CE Boundary: ~32.35 acres



County & Township Roads



Columbiana Parcels



State of Ohio-GISSC








500 0 500 1,000
Feet



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2017 Aerial Photo (OSIP)
Map Created 11/16/2022 skitson

Aerial View II: Columbiana County Archers - BDR

- | | | | |
|---|--|---|--|
|  Columbiana County Archers CE Boundary: ~32.35 acres |  Columbiana Parcels |  Parks and Managed Areas |  State Highways |
|  Land Conservancy Protected Properties |  NHD - Streams/Rivers |  County & Township Roads | |



175 0 175 350
Feet



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2017 Aerial Photo (OSIP)
Map Created 11/16/2022 skitson

Soils: Columbiana County Archers - BDR



Columbiana County Archers
CE Boundary: ~32.35 acres



County & Township Roads



Columbiana Parcels



USA Soils Map Units



State of Ohio GISSC

175 0 175 350
Feet



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2017 Aerial Photo (OSIP)
Map Created 11/16/2022 skitson

Topography: Columbiana County Archers - BDR



Columbiana
County Archers
CE Boundary:
~32.35 acres



Columbiana
Parcels



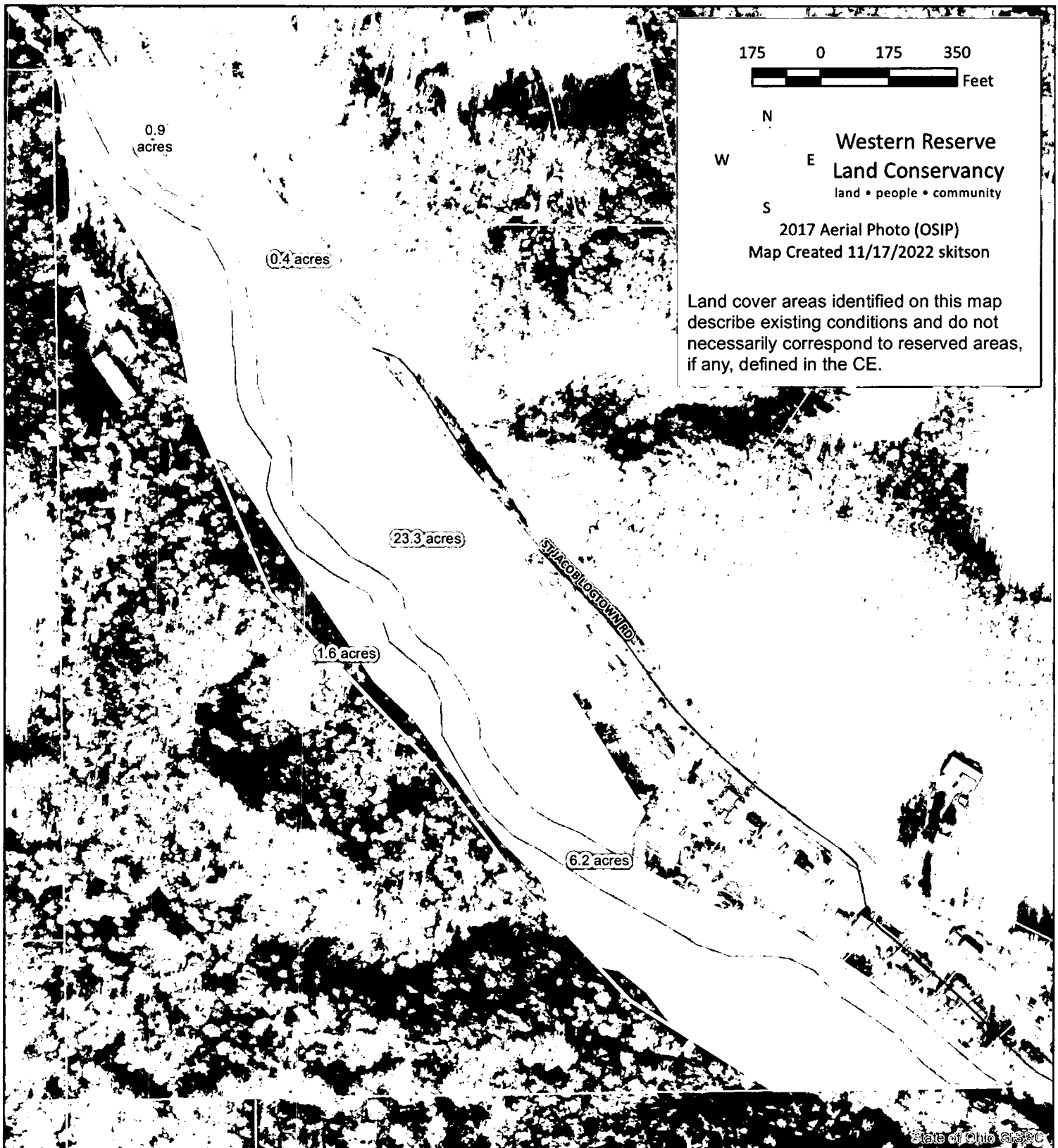
County &
Township Roads



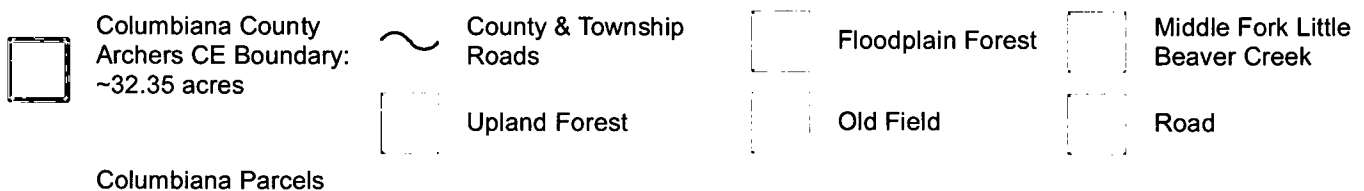
Contours - 10 ft -
USGS

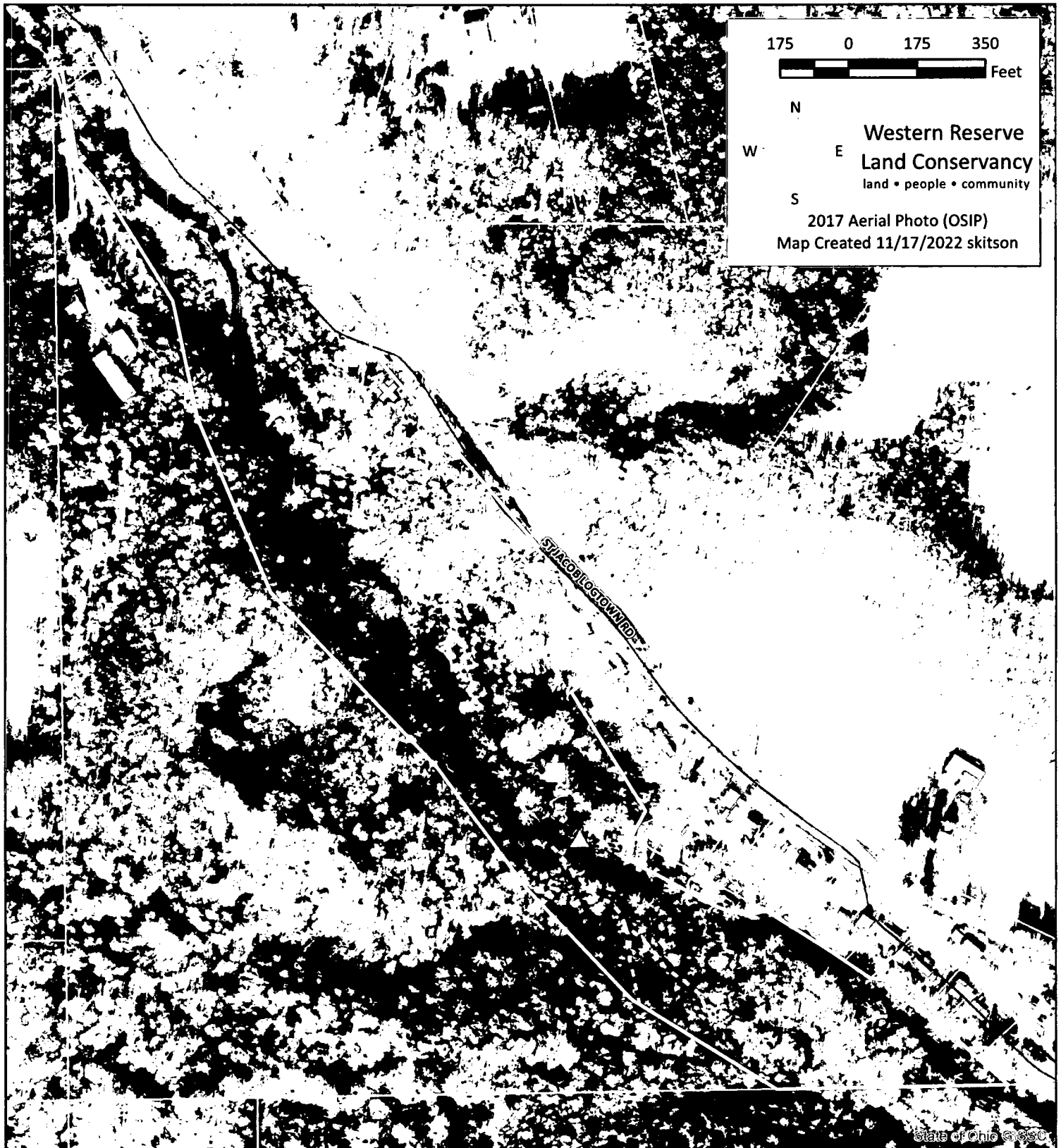


NHD Stream/
River



Land Cover: Columbiana County Archers - BDR



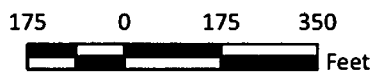


Existing Conditions: Columbiana County Archers - BDR

- | | | | | | | | |
|---|---|--|--|--|---|---|--|
|  Columbiana County Archers CE Boundary: ~32.35 acres |  County & Township Roads |  Dumpsite |  Old Stone Foundation |  Old Stone Structure |  Encroaching Trail |  Old Logging Trail |  Utility Line |
|---|---|--|--|--|---|---|--|



State of Ohio GIS/C



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2017 Aerial Photo (OSIP)
Map Created 11/16/2022 skitson

Photo Points: Columbiana County Archers - BDR



Columbiana County Archers
CE Boundary: ~32.35 acres



County & Township Roads



Columbiana Parcels



BDR Photo Points: 11/01/2022

EXHIBIT C

Permitted Exceptions

1. Mineral Rights Exception in the Warranty Deed from Joseph Cooper and James W. Davidson to Columbiana County Fish and Game Protective Associated, recorded October 6, 1954 in Vol. 910, Page 424 of the Columbiana County, Ohio records.
2. Affidavit of Mineral Interest Abandonment by Columbiana County Archers, recorded January 19, 2012 in Book 1851, Page 255 of the Columbiana County, Ohio records.
3. Memorialization of Record by John P. Ward, Attorney for Columbiana County Archers, recorded May 15, 2012 in Book 1880, Page 690 of the Columbiana County, Ohio records.
4. Easement to Ohio Edison Company, recorded May 5, 1994 in Book 427, Page 99 of the Columbiana County, Ohio records.
5. Easement and Right of Way by and between the Columbiana County Archers and Eileen Cochran, recorded October 7, 2014 in Vol. 2060, Page 35 of the Columbiana County, Ohio records.
6. Memorandum of Oil and Gas Lease by and between Columbiana County Archers and Chesapeake Exploration, recorded March 7, 2012 in Book 1863, Page 877 of the Columbiana County, Ohio Records.