

## **CONSERVATION EASEMENT**

This Conservation Easement (hereinafter referred to as the "Easement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by Chelsea N. Cargnel, Trustee under The Janet and Terry Stanley Irrevocable Trust dated August 2, 2012, whose address is 47422 Bell School Road, East Liverpool, Ohio 43920 (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 Forty Thousand Dollars (\$40,000.00) 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 38.69 acres of real property located on Grimm Bridge Road in Saint Clair Township, Columbiana County, known as permanent parcel number 61-00342.000, legally described on Exhibit A (the "Land"). Grantor desires to grant a conservation easement to Grantee covering a portion of the property aggregating approximately 38.492 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 0.2 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 38 acres of hardwood forest;
2. Approximately 1,020 linear feet of frontage to Little Beaver Creek and approximately 510 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.

There is situated within the approximately 2-acre existing building area (the "Existing Building Area"), existing structures and other improvements, including, but not limited to, one single-family residence, a garage, a septic system, driveways and utilities and appurtenances associated with such improvements (including mowed lawns) (the "Existing Building Area") as described and depicted in the attached Exhibit B.

Additionally, a certain area of the Conserved Land, as depicted in Exhibit B, is identified as the "Limited Management Area" and is currently maintained by Grantor using management methods that have a low impact on the ecological values in those areas and on the Conserved Lands as a whole.

## **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. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited throughout the Conserved Land:

4.1. Except for within the Existing Building Area, 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; 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. Methods of mineral extraction that are managed so as to have a limited and localized impact 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. The Conserved Land shall at all times be kept free of garbage, trash, and machinery; 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.

4.9. Each and every other activity or construction that is inconsistent with the purpose of this Easement or which may endanger, 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. The Grantor, its



successors or assigns shall notify the Grantee and the Nease Trustees of any proposed transfer of the Conserved Land, or any portion thereof, 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. Existing Building Area Structures Improvements.**

5.1.1. Notwithstanding the terms, conditions, and restrictions expressed above, Grantor, Grantee, and the Nease Trustees agree that the Existing Building Area Structures and Improvements shall be permitted to remain on the Conserved Lands and be used by Grantor, and Grantor's successors and assigns in substantially the same manner as they are being used as the effective date of this Easement.

5.1.2. The Existing Building Area Structures and Improvements may be maintained, remodeled, resurfaced, regraded, and removed, and replaced. Additionally, the Existing Building Area Structures and Improvements may be expanded, provided that any such expansion must be confined to and remain within the Existing Building Area, and conform to all governmental regulations then in effect. Unless otherwise provided herein, any removal of any of the Existing Building Area Structures and Improvements shall be followed by Grantor either (1) grading and restoring the site of such removed structure(s) and/or improvement(s) to a vegetated state and removing from the Conserved Land all materials resulting from such removal, or (2) replacing the same within a reasonable time after such removal.

5.1.3. Notwithstanding anything to the contrary contained in this Easement, Grantor, Grantee, and the Nease Trustees agree that non-residential structures and associated improvements typically associated with passive recreation, such as, but not limited to, pavilions, cabins, parking areas, roads for access and for management activities, restroom facilities, fencing, landscaping and lawns (collectively, the "Future Improvements"), may be constructed and thereafter maintained (including mowing of the lawns), remodeled or expanded within the Existing Building Area as depicted in Exhibit B.

**5.2 Limited Management Area.** Grantor reserves the right, within the Limited Management Area, to use general maintenance and control techniques necessary to manage and control the growth of vegetation, including periodic mowing, removal of unwanted vegetation and trees (including native species), creation of edge habitat and such other activities that do not have an adverse impact on the natural resource values of the Conserved Lands and are otherwise consistent with the Purposes of this Easement.

**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.

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 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.

**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, in writing within five (5) business days, so as to allow Grantee to exercise its obligations and protect its rights hereunder. Upon receipt of such notice, the Grantee shall notify the Nease Trustees, in writing, of such proposal.

**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.

**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, 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:**

Chelsea N. Cargnel, Trustee  
47422 Bell School Road  
East Liverpool, Ohio 43920

**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 1 Federal Drive, Fort Snelling, Minnesota 55111

**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.

**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**

Chelsea N. Cargnel, Trustee

Signature: Chelsea N Cargnel

Print Name: Chelsea N Cargnel

**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 1 day of April, 2022 by Chelsea N. Cargnel, Trustee under The Janet and Terry Stanley Irrevocable Trust dated August 2, 2012, on behalf of the Trust.

Robin Christensen

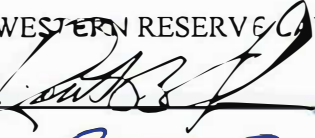
Notary Public, State of Ohio  
My Commission Expires:



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 23<sup>rd</sup> day of March, 2022 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:



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: Laurie A. Stevenson

Print Name: Laurie A. Stevenson, 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 12<sup>th</sup> day of April, 2022 by Laurie A. Stevenson, Director of the Ohio Environmental Protection Agency, acting for and on behalf of the Nease Trustees and on behalf of the Agency.

William R. Damschroder

Notary Public, State of Ohio

My Commission Expires: NA



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

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: Charles M. Wooley

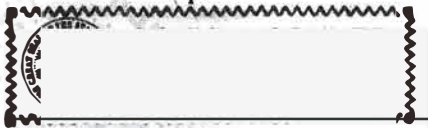
Print Name: Charles M. Wooley, Regional Director,  
Midwest Region 3 – US Fish and Wildlife Service

Acknowledgement

State of Minnesota )  
 ) ss:  
County of Hennepin )

The foregoing instrument was acknowledged before me, without the administration of an oath or affirmation to the signer, this 26<sup>th</sup> day of April, 2022 by Charles Wooley, 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 US Fish and Wildlife Service's and the Nease Trustees' voluntary act and deed.

Cori J. Corner  
Notary Public, State of Minnesota  
My Commission Expires: January 31, 2024



This Instrument Prepared By:  
Robert B. Owen, Esq.  
Western Reserve Land Conservancy  
3850 Chagrin River Road  
Moreland Hills, Ohio 44022

**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.

**US FISH & WILDLIFE SERVICE ON BEHALF OF THE NEASE TRUSTEES**



BY: CHARLES M. WOOLEY, REGIONAL DIRECTOR,  
Midwest Region 3

DATE: APR 26 2022

**EXHIBIT A**  
**Legal Description**

**Situated in the Township of St. Clair, County of Columbiana and State of Ohio:**

**Known as and being part of the northeast quarter and the southeast quarter of Section #23, Township #6, Range #1 and being more fully described as follows:**

**BEGINNING at an iron pin marking the northwest corner of the southeast quarter of said Section #23;**

**Thence South 89 degrees 17 minutes 51 seconds East, along the quarter section line and the common line of lands now or formerly owned by Claude J. McFadden as described in O.R.V. 367/Page 95 of the deed records of Columbiana County, Claude McFadden and Georgeanna McFadden as described in O.R.V. 189/Page 733 of the deed records of Columbiana County, and John L. Pomeroy and Sherry K. Unger as described in O.R.V. 1384/Page 152 of the deed records of Columbiana County, a distance of 1,474.96 feet to an iron pin found;**

**Thence North 00 degrees 35 minutes 00 seconds East, along said lands now or formerly owned by Pomeroy and Unger, a distance of 195.49 feet to a point lying in the northerly ditch of Grimm's Bridge Road, also known as T.R. #1042, said line passing over an iron pin found at 134.45 feet;**

**Thence South 50 degrees 58 minutes 00 seconds East, along a 0.46 acre tract now or formerly owned by Robert K. and Beatrice L. McCormick, etal per Case #2003-CV-00475 as described by O.R.V. 1273/Page 853 of the Deed records of Columbiana County and a 0.556 acre tract now or formerly owned by Ricardo Martinez as described in O.R.V. 2009/Page 125 of the deed records of Columbiana County, a distance of 68.17 feet to a point;**  
**Thence South 08 degrees 35 minutes 05 seconds West, through the lands of the grantor and along the west line of a 1.769 acre tract now or formerly yet to be conveyed, a distance of 166.90 feet to an iron pin set, passing over an iron pin set at 27.59 feet;**

**Thence South 67 degrees 26 minutes 08 seconds East, continuing through said lands of the grantor and along the southerly line of said 1.769 acre tract, a distance of 421.95 feet to a point in the Little Beaver Creek on the west line of a 17.072 acre tract now or formerly owned by Donna M. Farnsworth as described in O.R.V 1257/Page 563 of the deed of records of Columbiana County, said line passing over an iron pin set at 247.64 feet;**

**Thence South 35 degrees 03 minutes 35 seconds West, within said creek and along said lands of Farnsworth, a distance of 306.73 feet to a point in said creek, said point being North 83 degrees 14 minutes 39 seconds West, 115.00 feet from a railroad spike found in Stuart Road, also known as T.R. #1046;**

**Thence South 10 degrees 12 minutes 01 second East, along the westerly line of a 0.81 acre tract now or formerly owned by Carol D. Gillespie as described in O.R.V. 1061/Page 713 of the deed records of Columbiana County, a distance of 384.53 feet to a point in said creek, said point being South 49 degrees 04 minutes 28 seconds West, 169.42 feet from a railroad spike found in said Stuart Road;**

**Thence South 57 degrees 38 minutes 06 seconds East, within said creek, a distance of 254.89 feet to a point in said creek, said point being South 89 degrees 50 minutes 10 seconds West, 666.01 feet from an iron pin found on the east line of the aforesaid Section #23;**

**Thence South 89 degrees 50 minutes 10 seconds West, along a 7.5 acre tract now or formerly owned by Standley Tait Hilbert Jr. as described in Deed Volume 1306/Page 177 of the deed records of Columbiana County and lands now or formerly owned by Patrick Riley as described in O.R.V. 849/Page 696 of the deed records of Columbiana County, a distance of 1,980.00 feet to an iron pin found, passing over an iron pin found at 387.83 feet and a 2 inch pipe found at 1,974.17 feet;**

**Thence North 01 degree 17 minutes 26 seconds West, along the quarter section line and the common line of a 1.602 acre tract now or formerly owned by Sherry L. Cline as described in O.R.V. 1337/Page 531 of the deed records of Columbiana County, lands now or formerly owned by Neil W. Patterson as described in O.R.V. 937/Page 43 of the deed records of Columbiana County, lands now or formerly owned by John M. Carroll as described in O.R.V. 247/Page 486 of the deed records of Columbiana County, and a 3.0 acre tract now or formerly owned by Claude J. McFadden as described in O.R. V. 367/Page 95 of the deed records of Columbiana County, a distance of 964.35 feet to the place of beginning.**

**Containing in area 38.692 acres more or less, but subject to all legal highways and right-of-ways of which 0.040 acres lie within the right-of-way of Grimm's Bridge Road, leaving 38.652 acres more or less.**

**Description prepared and based upon a survey by Dallis Dawson, P.S. #7787, dated September 21, 2015, Drawing No. L-11-2015.**

**Bearing Basis: South 77 degrees 36 minutes East as per survey by George D. Gonzales, R.S., for Lenna Smith, dated November 1931.**

**Note: All iron pins set are 5/8" diameter by 30" length steel rebar with cap marked P.S. #7787.**



Western Reserve Land Conservancy

land • people • community

## **EXHIBIT B**

Current Conditions Report

**STANLEY CE PROPERTY**

in

St. Clair Township, Columbiana County, Ohio

Report Prepared By: Shane Wohlken

Date of Site Visit: November 3, 2021

Date Finalized: March 21, 2022

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## **SECTION 1: INTRODUCTION**

### **1.1 PURPOSE**

For the purposes of this report, Baseline Documentation Report, Current Conditions Report, and BDR shall mean the same thing. This Baseline Documentation Report (BDR) is being prepared as an exhibit to the Conservation Easement. 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 Conservation Easement. The BDR is used by the Grantor and Grantee primarily for monitoring and enforcing the terms of the Conservation Easement.

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 3, 2021, Shane Wohlken, Land Steward – Central Region for Western Reserve Land Conservancy and Brett Rodstrom, Vice President of Eastern Field Operations for Western Reserve Land Conservancy, visited the Stanley 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 Conservation Easement 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 Brett Rodstrom,  
Robin Christensen for Western Reserve Land Conservancy, on  
April 1, 2022 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 will be encumbered by a CE granted by The Janet and Terry Stanley Irrevocable Trust dated August 2, 2012. 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

Grantor: The Janet and Terry Stanley Irrevocable Trust dated August 2, 2012

Address: 47422 Bell School Road, East Liverpool, Ohio 43920

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

Role: Owner and Trustee of Grantor

Name: Chelsea N. Cargnel

Address: 47422 Bell School Road, East Liverpool, Ohio 43920

Role: Monitoring Contact

Name: Janet Stanley

Address: 47422 Bell School Road, East Liverpool, Ohio 43920

Phone: 330.386.4965

Email: ivorykeys28@gmail.com

#### 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

Organization: Ohio Environmental Protection Agency

Title: Nease NRD Project Coordinator

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

Role: Nease Natural Resource Damage Trustee

Organization: United States Department of the Interior, United States Fish & Wildlife Service

Title: Regional Director, Region 3

Address: 1 Federal Drive, Fort Snelling, Minnesota 55111

#### SECTION 5: PARCEL INFORMATION

Acres Preserved: 38.492 (See Exhibit A – the legal description and subtract the Excluded Area acres shown on the Property Identification map.)

County: Columbiana

Municipality: St. Clair Township

Watershed: North Fork Little Beaver Creek, part of the Upper Ohio River watershed

HUC 12: 050301010610

HUC 12 Narrative: Bieler Run-Little Beaver Creek

HUC 14: 05030101090320

HUC 14 Narrative: Little Beaver Creek below N. Fk. to Ohio River

Protected Property Address: 50729 Grimms Bridge Road, East Liverpool, OH 43920

Adjacent to: The Protected Property is adjacent to private property on the west, south, and most of the north. A small portion of the northern boundary is adjacent to Grimm Bridge Road and the eastern boundary is adjacent to Little Beaver Creek.

Access Notes: Access the Protected Property from the residential drive at 50729 Grimms Bridge Road, East Liverpool, OH 43920.

Permanent Parcel: The total parcel acres included in the chart below was gathered from the legal description for the permanent parcel owned by the Grantor (Exhibit A to the CE). The CE encumbers only a portion of the permanent parcel, so the Land Conservancy estimated the acres encumbered by the CE using GIS calculations.

Parcel Number or ID	CE covers all or a portion of the parcel	Road Frontage	Total Parcel Acres	Acres covered by CE
6100342000	Portion	50729 Grimms Bridge Road	38.692	38.492
		<b>Total Acres:</b>	38.692	38.492

## **SECTION 6: PROTECTED PROPERTY SUMMARY DESCRIPTION**

### **6.1 LOCATION & SURROUNDING LAND USE**

The Protected Property is located on Grimms Bridge Road in St. Clair Township in Columbiana County, OH. The Calcutta town center is located approximately 1.4 miles to the west of the Protected Property. The Protected Property is within 2.3 miles of U.S. Route 33 to the southwest and within 1.4 miles of S.R. 17 to the west. Nearby protected land includes ODNR's 1,122-acre Beaver Creek State Forest ~0.1 mile to the east. The Protected Property is within the North Fork Little Beaver Creek watershed, part of the Upper Ohio River watershed. Topographically, the Protected Property climbs dramatically from Little Beaver Creek in the eastern portion of the Protected Property up to a high ridge in the southwestern property corner (see Appendix C: Topography map). The topography is characteristic of southeastern Ohio.

The surrounding land use consists of large blocks of forested land with some residential lots along the road frontages.

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

#### *General Uses*

The Protected Property is currently managed as a residential property with a house and other small outbuildings. The remaining portions of the Protected Property are primarily natural area with some forestry activity. The Protected Property also has upland scrub/shrub habitat, river habitat, and a fern meadow.

#### *Forestry*

A large section of the forest on the slope in the northern portion of Protected Property was logged within

the past 5 years. Most of western slope and southern slope were not cut. The northern portion of the Protected Property contains large openings where the majority of the trees were harvested. The regenerating understory throughout the timbered portions of the Protected Property is dense with spicebush, multiflora rose, and saplings, making large portions of the northern forest very difficult to walk through. The landowner maintains trails throughout the forest.

#### *Wildlife Management*

The approximately 0.4-acre clearing located west of the house in the portion of the forest that was recently timbered (see above) is designated in the CE as a Limited Management Area. The area is occasionally mowed to control succession and is actively managed for wildlife.

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

In order to understand past uses on the Protected Property, the Land Conservancy reviewed historical aerial photos and noted any evidence of past uses during the BDR visit. Based on aerial photography provided by Google Earth Pro and NETROnline, it appears that the uses of the Protected Property have not changed significantly in the last 69 years with the main impact being timbering over the years.

## **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**

*Existing Building Area* (all information was gathered from the Columbiana Auditor's website)

- House – (Photo Points 2, 34, 35) – A 824 sq. ft. house constructed in 1930 is found within the Existing Building Area. Based on the outside appearance, the house is in good condition.
- Garage/Workshop – (Photo Point 34, 35) – A 800 sq. ft. detached garage/workshop constructed in 2019 is located north of the house. Based on the outside appearance, the garage is in good condition.
- Shed – (Photo Point 34, 35) – A 94 sq. ft. shed constructed in 2004 is located between the house and the garage. Based on the outside appearance, the shed is in good condition.
- Bridge – (Photo Point 3) – A small bridge is located where the driveway crosses the stream that flows along the northern edge of the Existing Building Area. The bridge includes metal girders and stonework. The bridge appears to be in moderately good condition.
- 2 Metal Gates – (Photo Point 3) – One metal gate is located along the driveway just south of the bridge and another metal gate is located just off the driveway at the entrance of the trail to the forested portions of the Protected Property. The gates are in good condition.
- Fire Ring – (Photo Point 35) – A fire ring made from stones is located in the northeastern corner of the Existing Building Area. The fire ring is in good condition.
- Memorial Monuments – (Photo Point 35) – Two memorial monuments are located northeast of the fire ring. One is carved stone and the other is a wooden cross.

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

- The utility lines for the house extend along the eastern side of the driveway from Grimms Bridge Road and east of the structures in the Existing Building Area (Photo Points 1, 2, 33, 34, 25). The utility lines continue to a pole on the slope behind the house and then south, zig-zagging across Little Beaver to the residence on the east side of the river.

### **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**

- A gravel driveway provides access to the Existing Building Area off Grimms Bridge Road (Photo points 3, 4, 34, 35). The driveway is in good condition. The driveway entrance and a section of the driveway are located on the private property adjacent to the east.
- There are numerous maintained dirt trails that extend up the slope and throughout the forested areas (Photo Points 11, 13, 27). The paths are in good condition.

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

- Miscellaneous items are found in the access dogleg that extends north to Grimms Bridge Road, including a wooden beehive, stacked cinderblocks, and a downed utility pole (Photo Point 7).
- An old farm dump containing glass bottles, tile, tires, and scrap metal is located in a small ravine located northwest of the large grass clearing on the slope west of the house (Photo Point 10). The dumpsite did not appear to be active at the time of the visit.
- A small pile of metal poles is found on and over the western property boundary behind the residence at 50835 Carroll Road, East Liverpool, OH 42920 (Photo Point 19).
- A pile of miscellaneous items including tires, scrap metal, bricks, and yard waste is located on the Protected Property along the western property boundary behind the residence at 50671 Carroll Road, Carroll Road, East Liverpool, OH (Photo Point 20). The dumpsite did not appear to be active at the time of the visit.

### **7.6 ENCROACHMENTS**

- An extensive yard encroachment extends up to 50 feet into the Excluded Area located in the southwestern corner of the property parcel. The encroachment includes mowed lawn, stored wood and equipment, and yard furniture. The majority of the encroachment is located off the Protected Property, but a few pieces of yard furniture are found over the CE boundary (Photo Point 22). Two residences abut to the encroachment, one at 50671 Carroll Road and the other at 50533 Carroll Road, East Liverpool, OH. There is potential for encroachment creep over the CE boundary.

### **7.7 INVASIVE SPECIES**

- Japanese barberry is found scattered throughout the forested areas.
- Japanese knotweed is found along Little Beaver Creek.
- Multiflora rose is found scattered throughout the Protected Property with some dense stands in the recently cut portion of the forest.
- Reed canarygrass is found along Little Beaver Creek.

### **7.8 MONITORING NOTES**

- The Protected Property is easily accessible from the residential driveway. All boundaries are easy to traverse, but care should be taken when climbing and descending the steep slope.

## **SECTION 8: LAND COVER SUMMARY**

The Protected Property encompasses approximately 38 acres in total land area and contains various stages of successional hardwood forest, including high quality mid-successional maple-oak-beech forest, upland scrub shrub, hay-scented fern meadow, and a section of 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
Residential Area with Mowed Area	~ 1.8 acres
Mowed Area	~ 0.4 acres
Early/Mid-Successional Mixed Hardwood Forest	~ 1.0 acre
Mid-Successional Maple-Oak-Beech Forest	~ 25.6 acres
Mid-Successional Mixed Hardwood Forest with Upland Scrub-Shrub	~ 6.1 acres
Hay-Scented Fern Meadow	~ 0.4 acres
Little Beaver Creek	~ 3.1 acres
Little Beaver Creek and Perennial Tributaries	~ 1,020 linear feet of creek ~ 510 linear feet of tributaries ~ 1,530 total linear feet of both
Road Frontage	~ 75 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)**

#### ***Residential Area with Mowed Area - (Photo Points 1, 3, 4, 34 , 35)***

The residential area with mowed area is located in the Existing Building Area as defined by the CE. The northeastern portion of the Protected Property contain approximately 1.8 acres of residential area with mowed area. The house, garage, shed, driveway, bridge, two metal gates, fire ring, and two memorial monuments are found within the residential area. Sugar maple, silver maple, red maple, black cherry, white pine, sycamore, and cottonwood are found scattered throughout the residential area and at its edges. The groundcover is dominated by mowed lawn, but the bank of Little Beaver Creek is dense with Japanese knotweed, smartweed, sedges, goldenrod, and pokeweed. The slope behind the house is periodically cut to control succession and is dense with grasses, goldenrod, pokeweed, and blackberry.

#### ***Mowed Area - (Photo Points 11, 23)***

The mowed area is located in the Limited Management Area as defined by the CE. Approximately 0.4 acres of mowed area is located on the slope west of the house and in the eastern end of the recently timbered portion of the forest in the northern portion of the Protected Property. The clearing is dominated by grasses and common weeds. The area is occasionally mowed to control succession and is managed for wildlife.

#### ***Early/Mid-Successional Mixed Hardwood Forest - (Photo Points 5-8, 21, 22)***

The portion of early to mid-successional mixed hardwood forest located in the dogleg that extends to Grimms Bridge Road is located in the Existing Building Area as defined by the CE. The Protected

Property contains approximately 1 acre of early to mid-successional mixed hardwood forest in the northern dogleg that extends to Grimms Bridge Road and on the ridge in the southwestern property corner. The diameter-at-breast height (dbh) of the canopy trees ranges from 3" up to 20". The northern dogleg includes sugar maple, red maple, black maple, red oak, American beech, black walnut, pignut hickory, hemlock, and red elm. The understory has flowering dogwood, blackberry, greenbrier, honeysuckle, staghorn sumac, and multiflora rose. The groundcover is dense with goldenrod including bluestem, spinulose wood fern, wingstem, sweet cicely, white wood aster, and white avens. The southwestern property corner is dominated by sugar maple, red maple, black cherry, American beech, red oak, and hackberry with an understory of spicebush and grapevine. Many of the groundcover species are the same as those found in the northern dogleg.

*Mid-Successional Maple-Oak-Beech Forest - (Photo Points 14-18, 24-27, 30-33)*

The southern, central, and some of the northern portions of the Protected Property contain approximately 25.6 acres of mid-successional maple-oak-beech forest. The dbh of the canopy trees ranges from 10" to 24" with most of the larger trees found on the steeper sections of the slope that rises from the northeastern portion of the Protected Property to the southwestern portion. The forest is dominated by sugar maple, red maple, black maple, Norway maple, red oak, white oak, and American beech, but other tree species include black cherry, pignut hickory, basswood, and black birch. Sycamore, cottonwood, and hemlock are found on the bank of Little Beaver Creek. The understory is mostly open with some areas in the northwestern property corner and along the property boundaries that are dense with spicebush, barberry, grapevine, blackberry, greenbrier, and multiflora rose. The ground cover is diverse with sweet cicely, white wood aster, asters spp., violets, seersucker sedge, Christmas fern, spinulose wood fern, marginal, intermediate wood fern, wood fern, bracken fern, silvery glade fern, white avens, bluestem goldenrod, bloodroot, Virginia waterleaf, bluntleaf waterleaf, heartleaf foamflower, greater celandine, coltsfoot, wild ginger, white snakeroot, Virginia knotweed, and beechdrop.

*Mid-Successional Mixed Hardwood Forest with Upland Scrub-Shrub - (Photo Points 12, 13)*

The northern portion of the Protected Property contains approximately 6.1 acres of mid-successional mixed hardwood forest with upland scrub-shrub. The area has been timbered, leaving scattered mid-successional trees that range in dbh from 8" to 12" with a dense understory of scrub-shrub and groundcover species. Tree species include red maple, sugar maple, red oak, black cherry, black locust, American beech, and pignut hickory. The understory is dense with spicebush, tree saplings from various species, blackberry, barberry, and multiflora rose. The groundcover is dense with grasses, goldenrod, ironweed, sensitive fern, and reed canarygrass.

*Hay-Scented Fern Meadow - (Photo Point 28)*

The Protected Property contains approximately 0.4 acres of hay-scented fern meadow that extends in a long, narrow strip on a low ridge above the eastern bank of Little Beaver Creek. The meadow is dominated by hay-scented fern, but also includes American beech saplings.

*Little Beaver Creek - (Photo Points 2, 30-33)*

Approximately 3.1 acres of Little Beaver Creek extends up to 1,020 linear feet through the eastern edge of the Protected Property. The 190-foot wide creek flows slowly south through stable banks that exhibit moderate to good sinuosity. The substrate is about 5% boulder, 10% gravel, 20% silt, 65% cobble. The eastern bank of the river is populated with sycamore, cottonwood, silver maple, hemlock, goldenrod, bottlebrush grass, smartweed, Japanese knotweed, wingstem, Christmas fern, rock cap fern, and sedges. The creek is a tributary of the Ohio River.



#### *Perennial Tributaries - (Photo Points 3, 9, 15, 29)*

The Protected Property contains approximately 510 linear feet of perennial tributaries to Little Beaver Creek, a tributary of the Ohio River. One perennial tributary flows north-northeast and then east from a spring on the slope in the northwestern portion of the Protected Property (See Photo Point 15). The 5-foot wide stream initially flows sluggishly over a substrate of silt and detritus before eventually gathering speed down the slope, exposing a substrate of about 15% detritus, 15% gravel, 25% cobble, 45% silt as it leaves the Protected Property through the northern property boundary. Another perennial tributary flows southwest through the northeastern portion of the Protected Property (See Photo Points 3, 9) and eventually into Little Beaver Creek. The 12 to 15-foot wide stream exhibits moderate sinuosity as it flows through runs, riffles, and pools bounded by stable banks. The substrate is about 15% boulder, 30% cobble, and 55% gravel. A very short section of perennial stream flows northwest through the southeastern corner of the Protected Property, over a small waterfall, and into Little Beaver Creek (Photo Point 29). The section of stream exhibits moderate sinuosity as it flows over a substrate of 20% bedrock, 35% cobble, and 45% boulder. The banks of the streams are populated with hemlock, American beech, black birch, red maple, white oak, clearweed, stinging nettle, bedstraw, barberry, and Christmas fern.

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/natural character of Saint Clair Township. Grimms Bridge Road provides scenic views of the Protected Property's natural areas. The Protected Property has natural resource conservation value based on its approximately 38 acres of diverse habitat for fish and wildlife including various successional stages of hardwood forest, upland scrub-shrub, hay-scented fern meadow, and perennial tributaries to Little Beaver Creek, a tributary of the Ohio River. 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 3, 2021 using a Trimble Juno 3B Series GPS. It should be noted that there is a small amount of error inherent in the GPS readings.

Point Number	Latitude	Longitude
1	40.675556	-80.540832
2	40.675538	-80.540823
3	40.675896	-80.541756
4	40.676072	-80.541986
5	40.676078	-80.54198
6	40.676519	-80.542011
7	40.676326	-80.542026
8	40.676144	-80.542076

9	40.676084	-80.542343
10	40.675803	-80.542851
11	40.675715	-80.542827
12	40.675941	-80.543757
13	40.675838	-80.54455
14	40.676101	-80.545672
15	40.675963	-80.546213
16	40.676165	-80.547281
17	40.676166	-80.547286

18	40.675248	-80.546994
19	40.674379	-80.547322
20	40.673929	-80.547058
21	40.673584	-80.546955
22	40.673559	-80.546951
23	40.673535	-80.545224
24	40.673548	-80.544568
25	40.673552	-80.544537
26	40.673645	-80.543041

27	40.673528	-80.541491
28	40.673627	-80.541151
29	40.673691	-80.540898
30	40.673697	-80.540904
31	40.674783	-80.541705
32	40.674779	-80.541708
33	40.674899	-80.541798
34	40.675605	-80.541176

#### **SECTION 11: EXCLUDED AND RESERVED AREAS COORDINATES**

Coordinate System: Latitude/Longitude (Decimal Degrees)

Each point was calculated using GIS.

Area	Point Number	Latitude	Longitude
<b>Excluded Area</b>			
Excluded Area	1	40.673916	-80.547323
Excluded Area	2	40.673551	-80.546893
Excluded Area	3	40.673553	-80.547326
<b>Existing Building Area</b>			
Existing Building Area	1	40.676653	-80.54204
Existing Building Area	2	40.676523	-80.541875
Existing Building Area	3	40.676075	-80.541983
Existing Building Area	4	40.675703	-80.540878
Existing Building Area	5	40.675551	-80.541057
Existing Building Area	6	40.675192	-80.541458
Existing Building Area	7	40.675032	-80.541604
Existing Building Area	8	40.674868	-80.5417
Existing Building Area	9	40.674939	-80.541931
Existing Building Area	10	40.674968	-80.542011
Existing Building Area	11	40.674993	-80.542144
Existing Building Area	12	40.675042	-80.542159
Existing Building Area	13	40.675116	-80.54215
Existing Building Area	14	40.675274	-80.542028
Existing Building Area	15	40.675387	-80.541959
Existing Building Area	16	40.675463	-80.54192
Existing Building Area	17	40.67556	-80.541908
Existing Building Area	18	40.675641	-80.54194
Existing Building Area	19	40.675738	-80.542002
Existing Building Area	20	40.675808	-80.542056
Existing Building Area	21	40.675968	-80.542026
Existing Building Area	22	40.676025	-80.54208



Existing Building Area	23	40.676144	-80.542076
<b>Limited Management Area</b>			
Limited Management Area	1	40.675687	-80.542987
Limited Management Area	2	40.675701	-80.542916
Limited Management Area	3	40.675694	-80.542824
Limited Management Area	4	40.675702	-80.542694
Limited Management Area	5	40.67576	-80.542634
Limited Management Area	6	40.675774	-80.542545
Limited Management Area	7	40.67576	-80.542437
Limited Management Area	8	40.675707	-80.542375
Limited Management Area	9	40.675633	-80.542352
Limited Management Area	10	40.675544	-80.54231
Limited Management Area	11	40.675407	-80.542266
Limited Management Area	12	40.675292	-80.542251
Limited Management Area	13	40.675209	-80.542242
Limited Management Area	14	40.675184	-80.542216
Limited Management Area	15	40.675176	-80.542171
Limited Management Area	16	40.675184	-80.542098
Limited Management Area	17	40.675172	-80.542108
Limited Management Area	18	40.675156	-80.542181
Limited Management Area	19	40.675172	-80.542239
Limited Management Area	20	40.675199	-80.542272
Limited Management Area	21	40.675253	-80.542289
Limited Management Area	22	40.675306	-80.542307
Limited Management Area	23	40.675357	-80.542351
Limited Management Area	24	40.675373	-80.542396
Limited Management Area	25	40.675366	-80.542457
Limited Management Area	26	40.675344	-80.542515
Limited Management Area	27	40.675338	-80.542574
Limited Management Area	28	40.675389	-80.542595
Limited Management Area	29	40.675439	-80.54258
Limited Management Area	30	40.675468	-80.54257
Limited Management Area	31	40.675489	-80.54263
Limited Management Area	32	40.675563	-80.542698
Limited Management Area	33	40.675626	-80.542746
Limited Management Area	34	40.675647	-80.542859
Limited Management Area	35	40.675671	-80.542987

**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: THE JANET AND TERRY STANLEY IRREVOCABLE TRUST DATED AUGUST  
2, 2012**

  
BY: CHELSEA N. CARGNEL  
TRUSTEE

DATE: 4-1-22

**GRANTEE: WESTERN RESERVE LAND CONSERVANCY**

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

BY: ROBERT B. OWEN  
ASSISTANT SECRETARY

DATE: March 23, 2022

**OHIO EPA ON BEHALF OF THE NEASE TRUSTEES**

\_\_\_\_\_  
BY: LAURIE A. STEVENSON  
DIRECTOR

DATE: \_\_\_\_\_

**US FISH & WILDLIFE SERVICE ON BEHALF OF THE NEASE TRUSTEES**

\_\_\_\_\_  
BY: CHARLES WOOLEY, REGIONAL DIRECTOR,  
UNIFIED REGION 3 – GREAT LAKES

DATE: \_\_\_\_\_

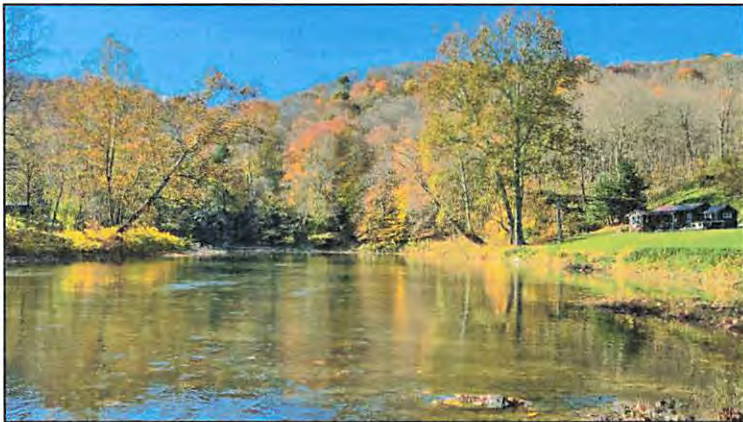
**SECTION 13: PHOTO POINT PHOTOS** (All photos were taken by Shane Wohlken with an iPhone 13 Pro Max camera on November 3, 2021. All structures depicted in the photos are located on the Protected Property unless otherwise noted.)



1. Looking northwest along the northern property boundary from near the northeastern property corner in Little Beaver Creek.



3. Looking northwest near the northern property boundary at the driveway, a bridge over a stream, and a metal gate.



2. Looking southwest along the eastern property boundary and Little Beaver Creek from near northeastern property corner.



4. Looking southeast along the northern property boundary from near a sharp jog at a northern property corner.

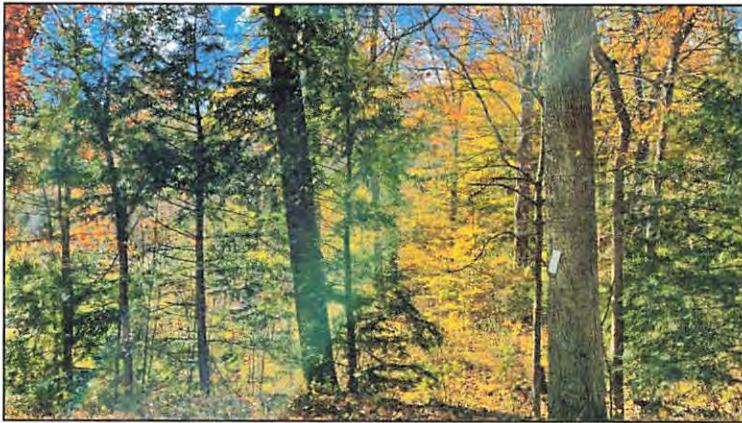




5. Looking north-northeast along the eastern property boundary from near a sharp jog at a northern property corner.



7. Looking south at a wooden beehive, cinderblock pile, and a downed utility pole in the access dogleg. The dumpsite is old and is not being actively used.



6. Looking south from Grimms Bridge Road into the access dogleg.



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





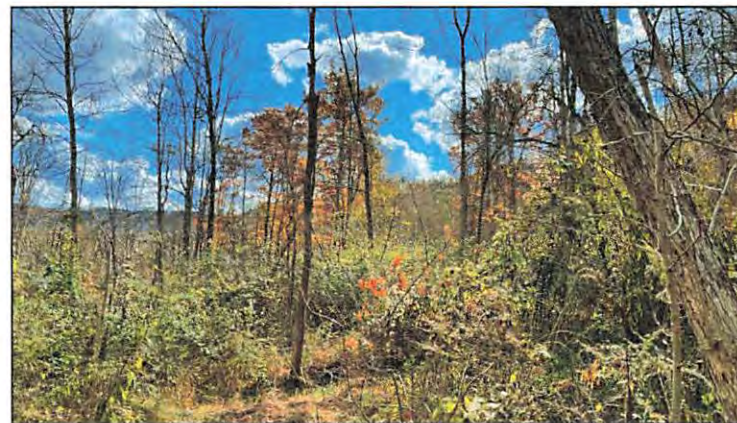
9. Looking east down a perennial stream and at the bridge under the driveway shown in Photo #3.



11. Looking southeast at a grass clearing on the slope just west of the Existing Building Area.



10. Looking south-southwest up a ravine at an old farm dump with glass bottles, tile, scrap metal, and tires. The dumpsite is old and is not being actively used.



12. Looking south-southeast at cut forest with a scrub-shrub understory.





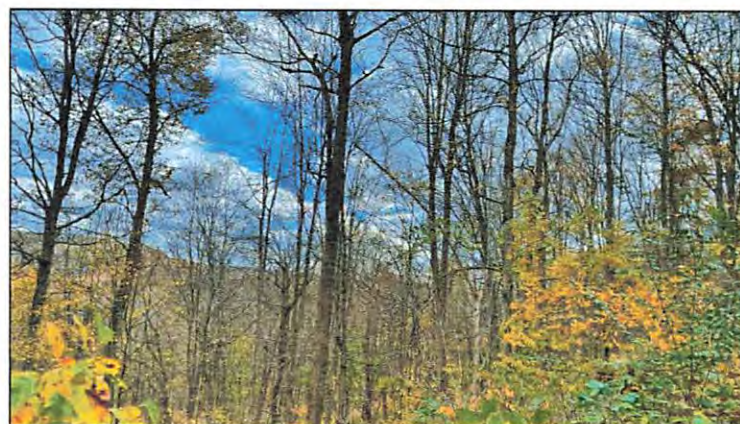
13. Looking north-northwest at a trail and recently cut trees.



15. Looking south-southwest at a spring head emerging from the slope.



14. Looking south-southwest up the steep slope at the forest.



16. Looking east along the northern property boundary from near the northwestern property corner.





17. Looking south along the western property boundary from near the northwestern property corner.



19. Looking south along the western property boundary at metal pipes dumped on and over the property boundary. The dumpsite appears to be old and not actively used.



18. Looking east-southeast at the steep slope the rises from Litter Beaver Creek to the southwest corner of the property.



20. Looking southwest at a dumpsite of miscellaneous items including scrap metal, tires, plastic, and yard waste. The dumpsite appears to be old and not actively used.





21. Looking north from a sharp jog near the southwestern corner of the CE and the southeastern corner of the Excluded Area. The large yard encroachment (not in Photo) to the west and northwest is located off the CE property.



22. Looking east along the southern property boundary from near the southwestern CE corner and the southeastern corner of the Excluded Area. Note the yard furniture.



23. Looking west along the southern property boundary towards the ridge of the slope from the southern property boundary. The deer stand is located just off the Protected Property.



24. Looking north along the steep slope at the forest.





25. Looking east along the southern property boundary from the property boundary and down the steep slope at the forest.



27. Looking northwest at an opening dominated by hay-scented fern.



26. Looking west-northwest at a trail on the slope near the southern property boundary.



28. Looking southwest at a waterfall in the southeastern corner of the Protected Property.





29. Looking southeast towards the southeastern property corner from the edge of Little Beaver Creek.



31. Looking southeast along the eastern property boundary and Little Beaver Creek.



30. Looking north-northwest along the eastern property boundary and Little Beaver Creek from near the southeastern property corner.



32. Looking northeast along the eastern property boundary and Little Beaver Creek.





33. Looking north at the utility lines, the house, the shed, and the garage/ workshop in the Existing Building Area.



34. Looking southwest at the utility lines, the house, the shed, the garage/workshop, fire ring, bench, and memorial monuments in the Existing Building Area.

## **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
BkC	298736	Berks channery silt loam, 6 to 15 percent slopes	Not prime farmland	Not Hydric	0.1
BkD	298737	Berks channery silt loam, 15 to 25 percent slopes	Not prime farmland	Not Hydric	0.4
BkE	298738	Berks channery silt loam, 25 to 40 percent slopes	Not prime farmland	Not Hydric	1.7
FnC2	633732	Fredericktown gravelly loam, 6 to 15 percent slopes, eroded	Not prime farmland	Not Hydric	2.1
GoC	298780	Gilpin-Coshocton silt loams, 6 to 15 percent slopes	Not prime farmland	Not Hydric	0.03
HgF	298792	Hazleton-Westmoreland channery loams, 40 to 70 percent slopes	Not prime farmland	Not Hydric	21.5
RbC	1292303	Rainsboro silt loam, 6 to 12 percent slopes, stony	Not prime farmland	Not Hydric	8.0
ToA	633815	Tioga loam, 0 to 2 percent slopes, occasionally flooded	All areas are prime farmland	Partially Hydric	2.3
W	631475	Water	Not prime farmland	Unknown Hydric	2.2

- 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 3, 2021

By: Shane Wohlken, Land Steward – Central Region 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	Notes
Herbaceous	Aster, white wood	<i>Eurybia divaricata</i>	
Herbaceous	Avens, white	<i>Geum canadense</i>	
Herbaceous	Bedstraw spp.	<i>Galium spp.</i>	
Herbaceous	Beechdrops	<i>Epifagus virginiana</i>	
Herbaceous	Bloodroot	<i>Sanguinaria canadensis</i>	
Herbaceous	Celandine, greater	<i>Chelidonium majus</i>	
Herbaceous	Clearweed	<i>Pilea pumila</i>	
Herbaceous	Fern, bracken	<i>Pteridium aquilinum</i>	
Herbaceous	Fern, Christmas	<i>Polystichum acrostichoides</i>	
Herbaceous	Fern, hay-scented	<i>Dennstaedtia punctilobula</i>	
Herbaceous	Fern, intermediate wood	<i>Dryopteris intermedia</i>	
Herbaceous	Fern, marginal wood	<i>Dryopteris marginalis</i>	
Herbaceous	Fern, rock cap	<i>Polypodium virginianum</i>	
Herbaceous	Fern, silvery glade	<i>Deparia acrostichoides</i>	
Herbaceous	Fern, spinulose wood	<i>Dryopteris carthusiana</i>	
Herbaceous	Foamflower, heartleaf	<i>Tiarella cordifolia</i>	
Herbaceous	Goldenrod spp.	<i>Solidago spp.</i>	
Herbaceous	Goldenrod, bluestem	<i>Solidago caesia</i>	
Herbaceous	Grass, bottlebrush	<i>Elymus hystrix</i>	
Herbaceous	Ironweed	<i>Vernonia gigantea</i>	
Herbaceous	Knotweed, Japanese	<i>Polygonum cuspidatum</i>	INVASIVE
Herbaceous	Knotweed, Virginia	<i>Polygonum virginianum</i>	Jumpseed
Herbaceous	Nettle, stinging	<i>Urtica dioica</i>	
Herbaceous	Pokeweed	<i>Phytolacca americana</i>	Pokeberry
Herbaceous	Reed canarygrass	<i>Phalaris arundinacea</i>	INVASIVE
Herbaceous	Sedge spp.	<i>Carex spp.</i>	
Herbaceous	Sedge, plantain-leaved	<i>Carex plantaginea</i>	Seersucker sedge
Herbaceous	Smartweed spp.	<i>Polygonum spp.</i>	

Herbaceous	Snakeroot, white	<i>Ageratina altissima</i>	
Herbaceous	Sweet cicely	<i>Osmorhiza longistylis</i>	
Herbaceous	Violet spp.	<i>Viola spp.</i>	
Herbaceous	Waterleaf, bluntleaf	<i>Hydrophyllum canadense</i>	
Herbaceous	Waterleaf, Virginia	<i>Hydrophyllum virginianum</i>	
Herbaceous	Wild ginger	<i>Asarum canadense L.</i>	
Herbaceous	Wingstem	<i>Verbesina alternifolia</i>	
Shrub	Dogwood, flowering	<i>Cornus florida</i>	
Shrub	Honeysuckle spp.	<i>Lonicera spp.</i>	
Shrub	Japanese barberry	<i>Berberis thunbergii</i>	INVASIVE
Shrub	Rose, Multiflora	<i>Rosa multiflora</i>	INVASIVE
Shrub	Spicebush	<i>Lindera benzoin</i>	
Tree	Basswood, American	<i>Tilia americana</i>	
Tree	Beech, American	<i>Fagus grandifolia</i>	
Tree	Birch, black	<i>Betula lenta</i>	Sweet birch
Tree	Cherry, black	<i>Prunus serotina</i>	
Tree	Cottonwood, eastern	<i>Populus deltoides</i>	
Tree	Elm, American	<i>Ulmus americana</i>	
Tree	Elm, red	<i>Ulmus rubra</i>	Slippery elm
Tree	Hackberry	<i>Celtis occidentalis</i>	
Tree	Hemlock, eastern	<i>Tsuga canadensis</i>	
Tree	Hickory, pignut	<i>Carya glabra</i>	
Tree	Locust, black	<i>Robinia pseudoacacia</i>	
Tree	Maple, black	<i>Acer nigrum</i>	
Tree	Maple, Norway	<i>Acer platanoides</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	Pine, white	<i>Pinus strobus</i>	
Tree	Sumac, staghorn	<i>Rhus hirta</i>	
Tree	Sycamore	<i>Platanus occidentalis</i>	
Tree	Walnut, black	<i>Juglans nigra</i>	
Vine/briar	Blackberry spp.	<i>Rubus spp.</i>	
Vine/briar	Grape spp.	<i>Vitis spp.</i>	
Vine/briar	Greenbrier spp.	<i>Smilax spp.</i>	

**Fungi Inventory**

Type	Common Name	Scientific Name	Notes
Fungus	Turkey-tail	<i>Trametes versicolor</i>	

**Animal Inventory**

Type	Common Name	Scientific Name	Notes
Bird	American crow	<i>Corvus brachyrhynchos</i>	
Bird	Blue jay	<i>Cyanocitta cristata</i>	
Bird	Chickadee, black-capped	<i>Poecile atricapillus</i>	
Bird	Dark-eyed junco	<i>Junco hyemalis</i>	
Bird	Woodpecker, pileated	<i>Dryocopus pileatus</i>	

## APPENDIX C: MAPS

### MAP LIST

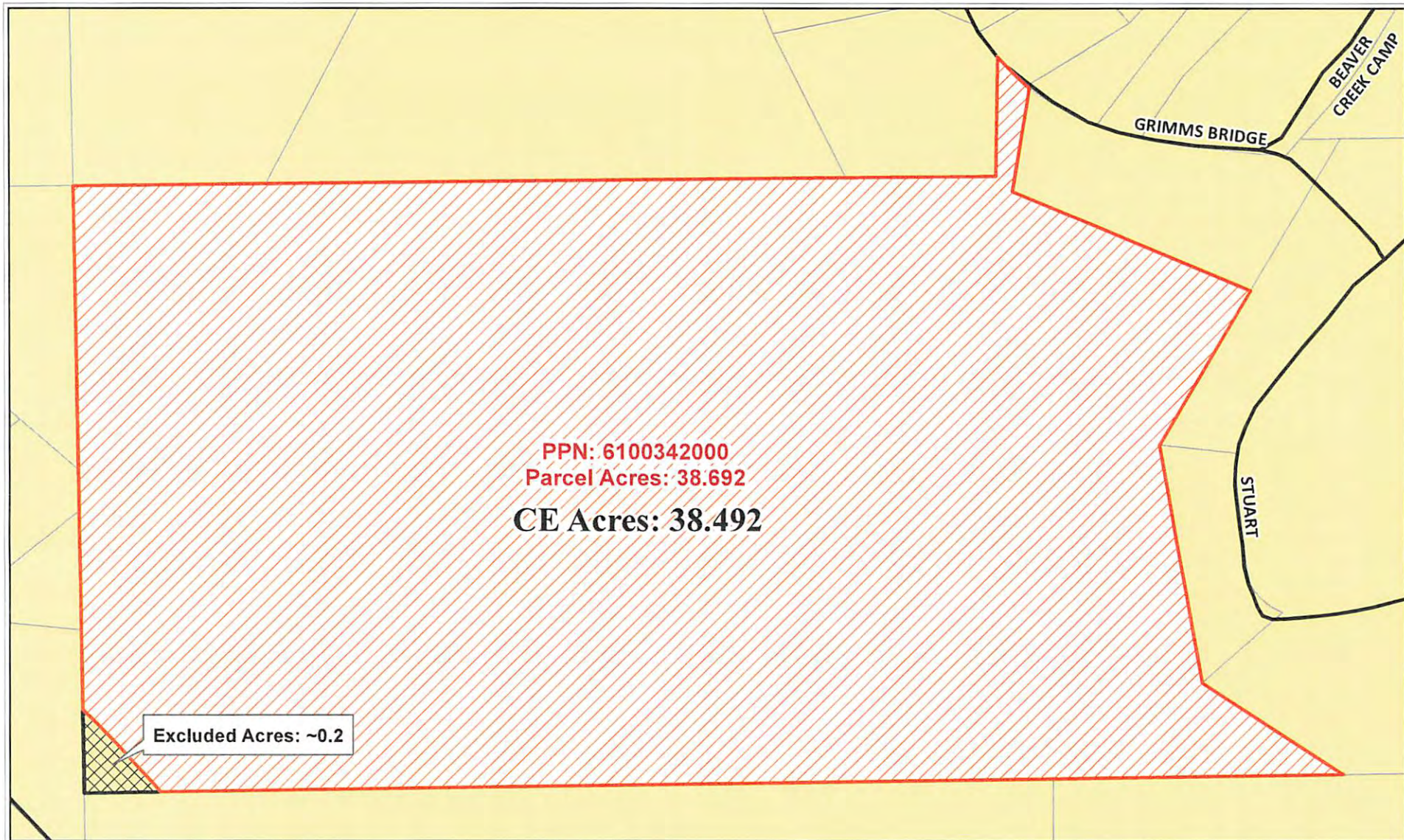
Property Identification  
Watershed Location  
Location  
Aerial View I  
Aerial View II  
Soils  
Topography  
Land Cover  
Existing Conditions  
Reserved Areas  
100-Year Flood Zone  
Photo Points

**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 parcel 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 GIS boundary is depicted on the enclosed maps.





125 0 125 250  
Feet



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

Map Created 11/22/2021 sw

### Property Identification: Stanley CE Property - BDR



Stanley CE Boundary: 38.492 acres



Stanley Parcel: 38.692 acres



Stanley Excluded Area: ~0.2 acres

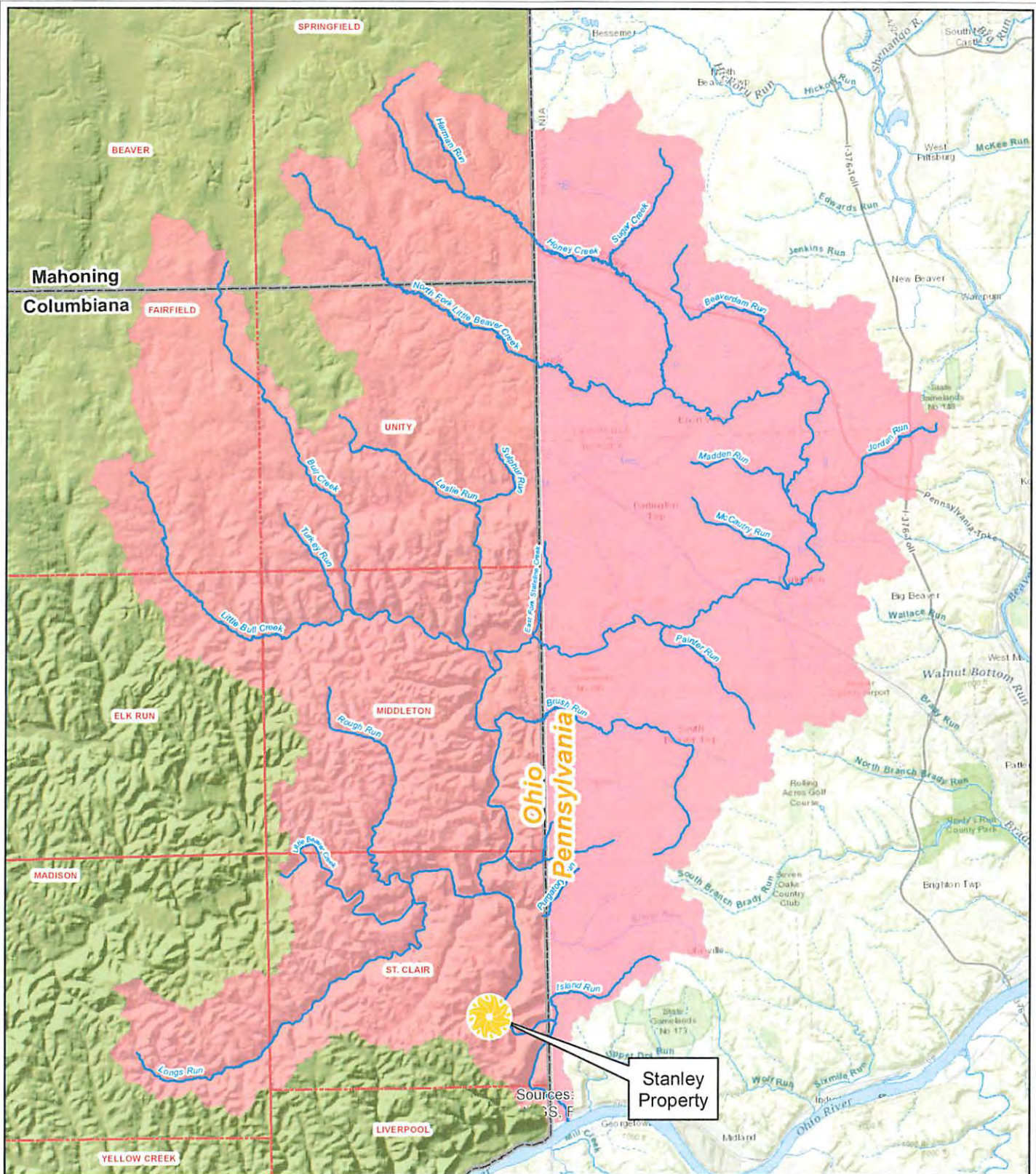


Parcels - Columbiana Co.



County & Township Roads





1.5 0 1.5 3 Miles



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

Map Created  
04/14/2015 sw

### Watershed Location: Stanley CE Property - BDR



County Boundaries

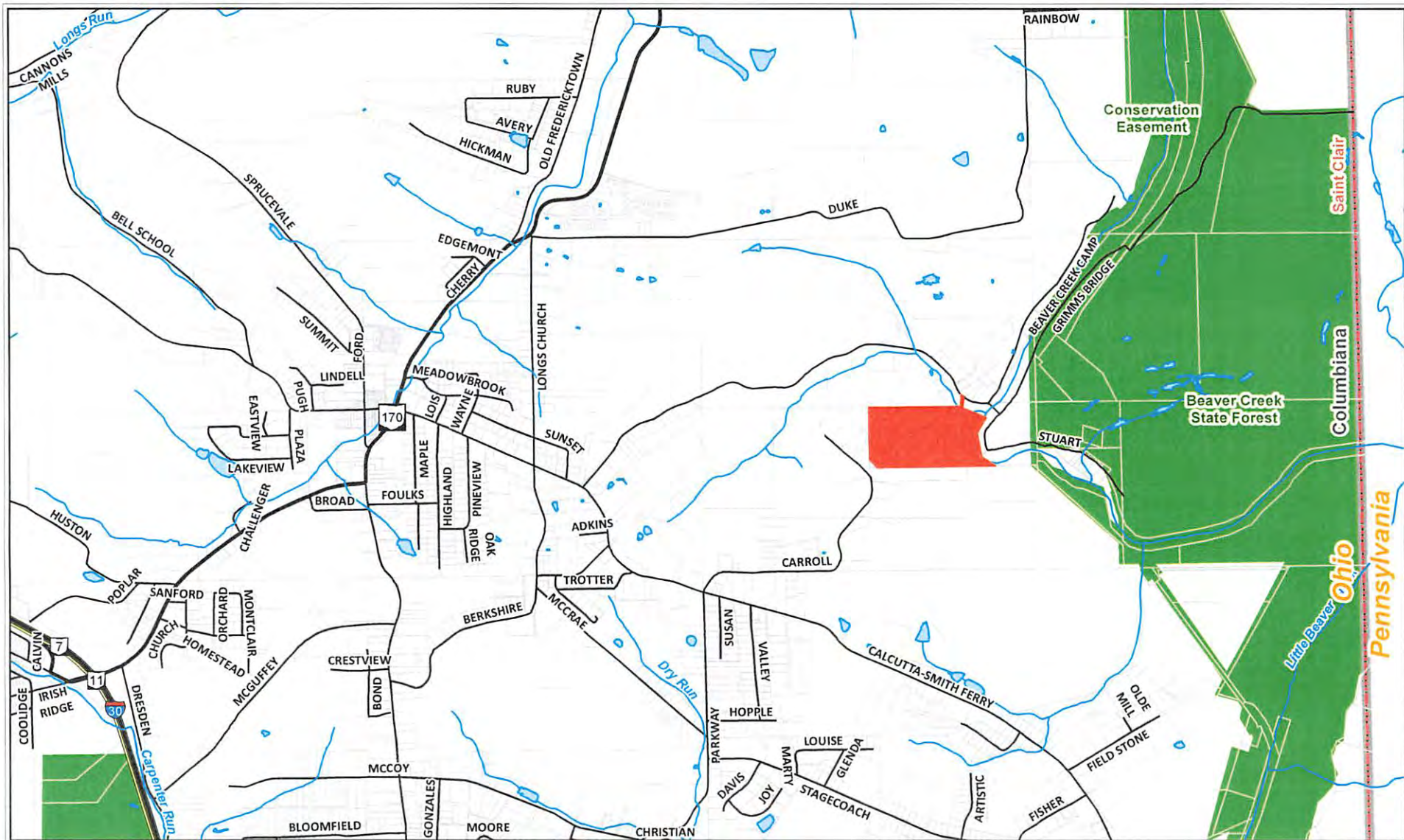


North Fork Little Beaver Creek Watershed



NHD - Named Streams/Rivers





0.25 0 0.25 0.5 Miles



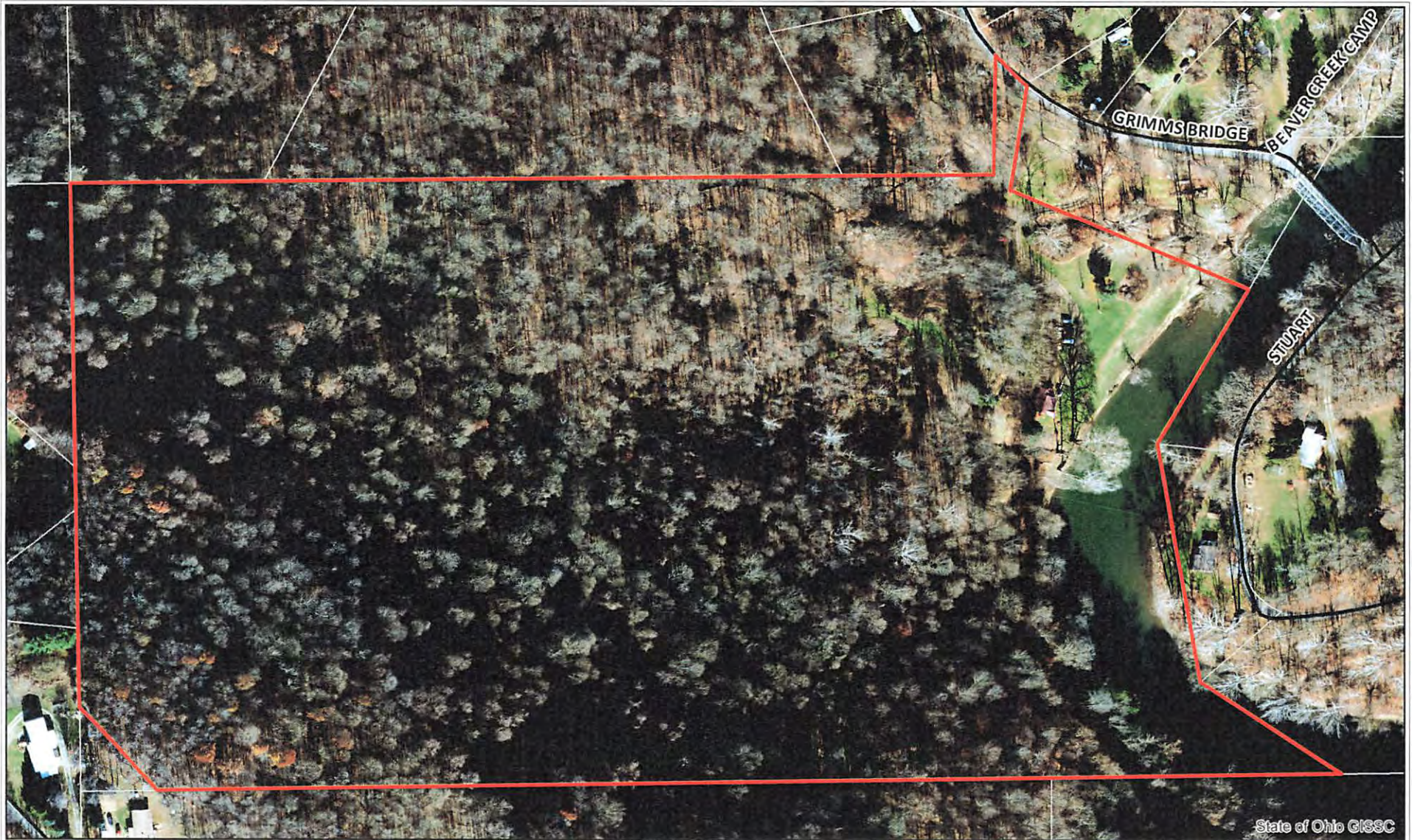
**Western Reserve  
Land Conservancy**  
land • people • community

Map Created 11/22/2021 sw

### Location: Stanley CE Property - BDR

- |                                   |                         |                         |              |
|-----------------------------------|-------------------------|-------------------------|--------------|
| Stanley CE Boundary: 38.492 acres | County Boundaries       | State Highways          | River/Stream |
| Parcels - Columbiana Co.          | Parks and Managed Areas | County & Township Roads |              |
| Township Boundaries               | Interstate              | Freshwater Pond         |              |





### Aerial View I: Stanley CE Property - BDR



Stanley CE Boundary: 38,492 acres



County & Township Roads

Parcels - Columbiana Co.



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

2017 Aerial Photo (OSIP)  
Map Created 11/22/2021 sw





400 0 400 800 Feet



Western Reserve  
Land Conservancy  
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2017 Aerial Photo (OSIP)  
Map Created 11/22/2021 sw

### Aerial View II: Stanley CE Property - BDR



Stanley CE Boundary: 38.492 acres



Parks and Managed Areas

Parcels - Columbiana Co.



County & Township Roads





### Soils: Stanley CE Property - BDR



Stanley CE Boundary:  
38.492 acres



Soils - NRCS



County & Township  
Roads

Parcels - Columbiana  
Co.



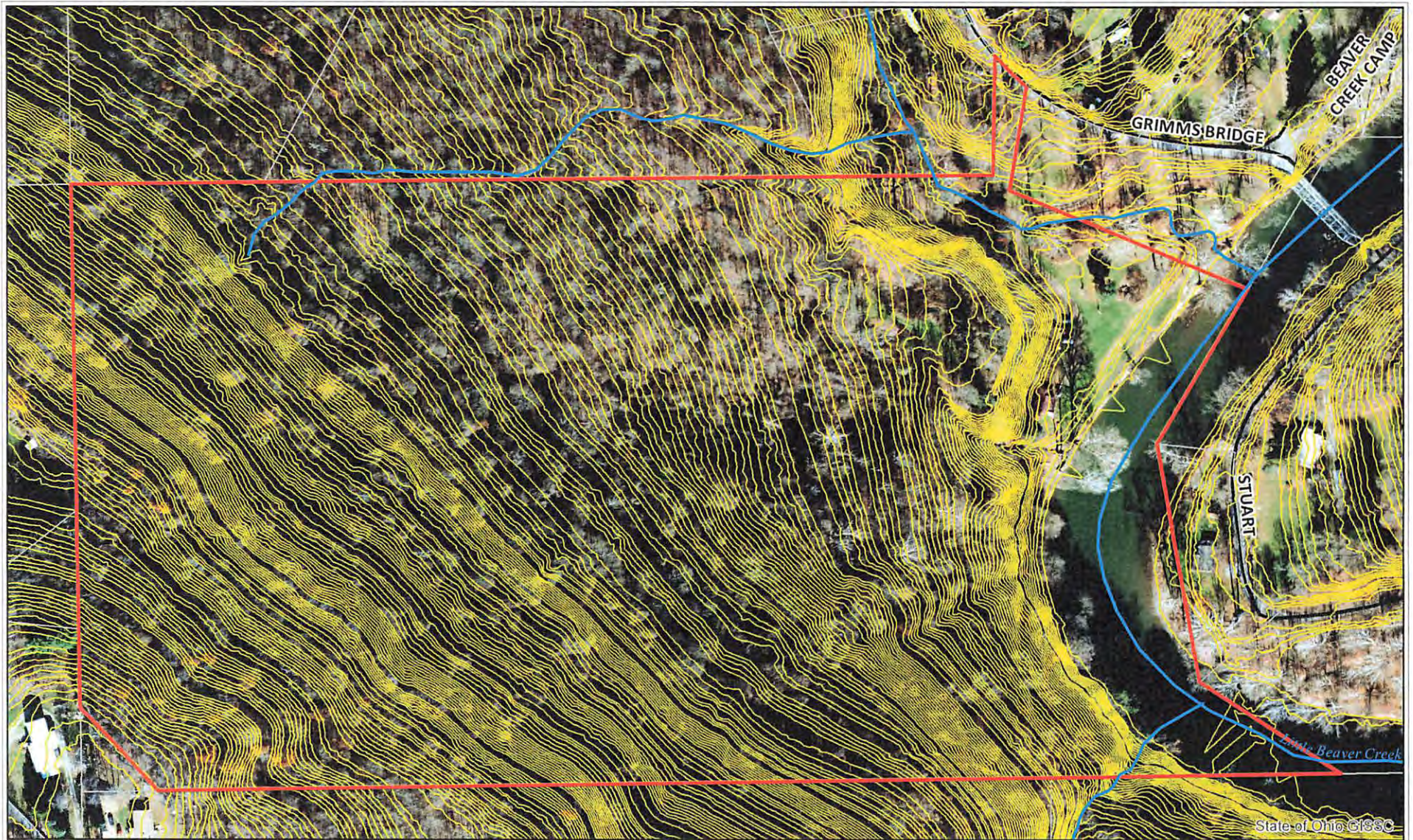
All areas are prime  
farmland



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2017 Aerial Photo (OSIP)  
Map Created 11/22/2021 sw





125 0 125 250  
Feet

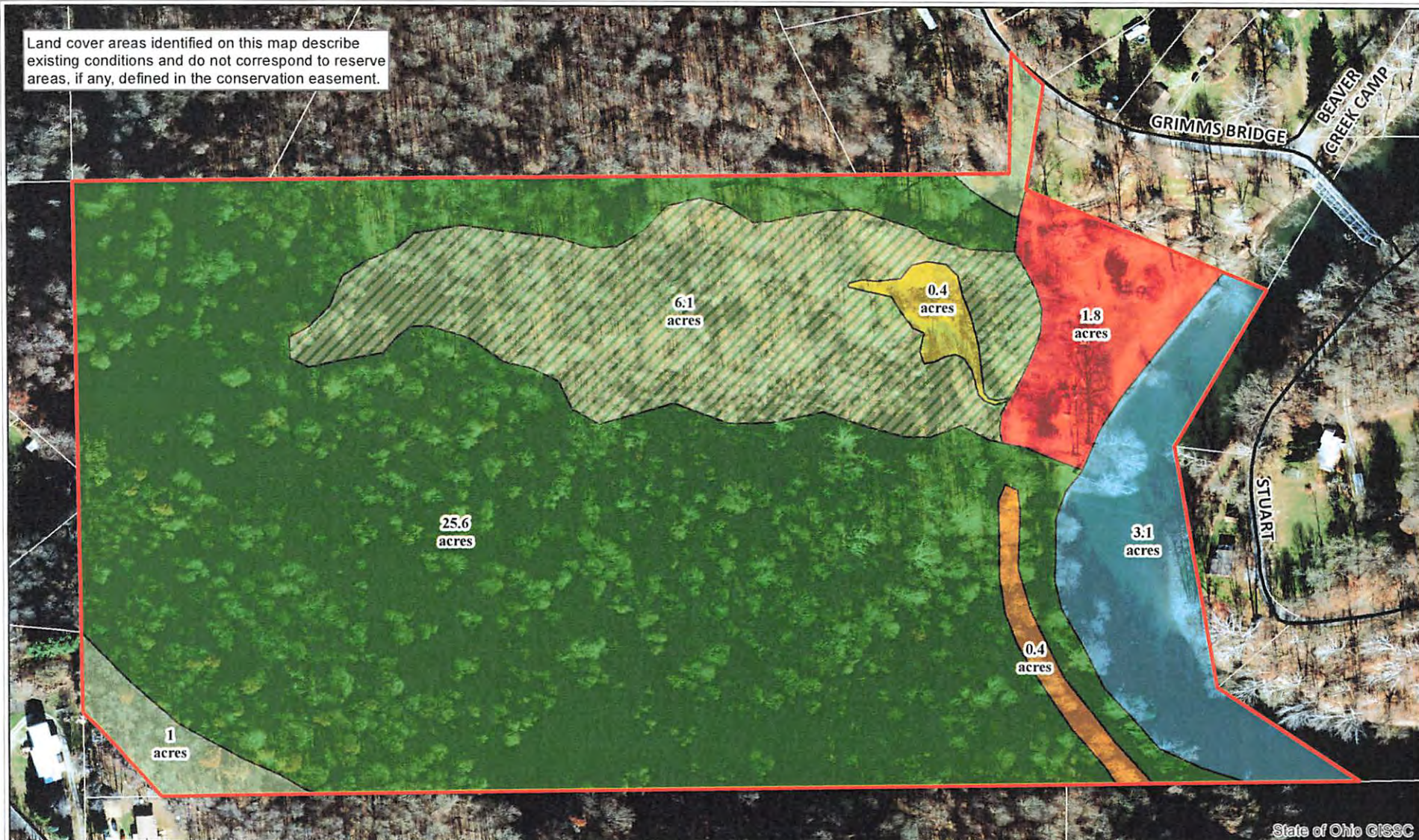
  
 N  
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**Western Reserve  
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 Map Created 11/22/2021 sw

### Topography: Stanley CE Property - BDR

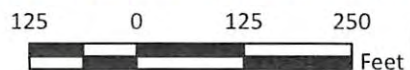
-  Stanley CE Boundary: 38,492 acres
-  County & Township Roads
-  2 ft. Contours - Columbiana Co.
-  Streams and Rivers



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



State of Ohio GISDC



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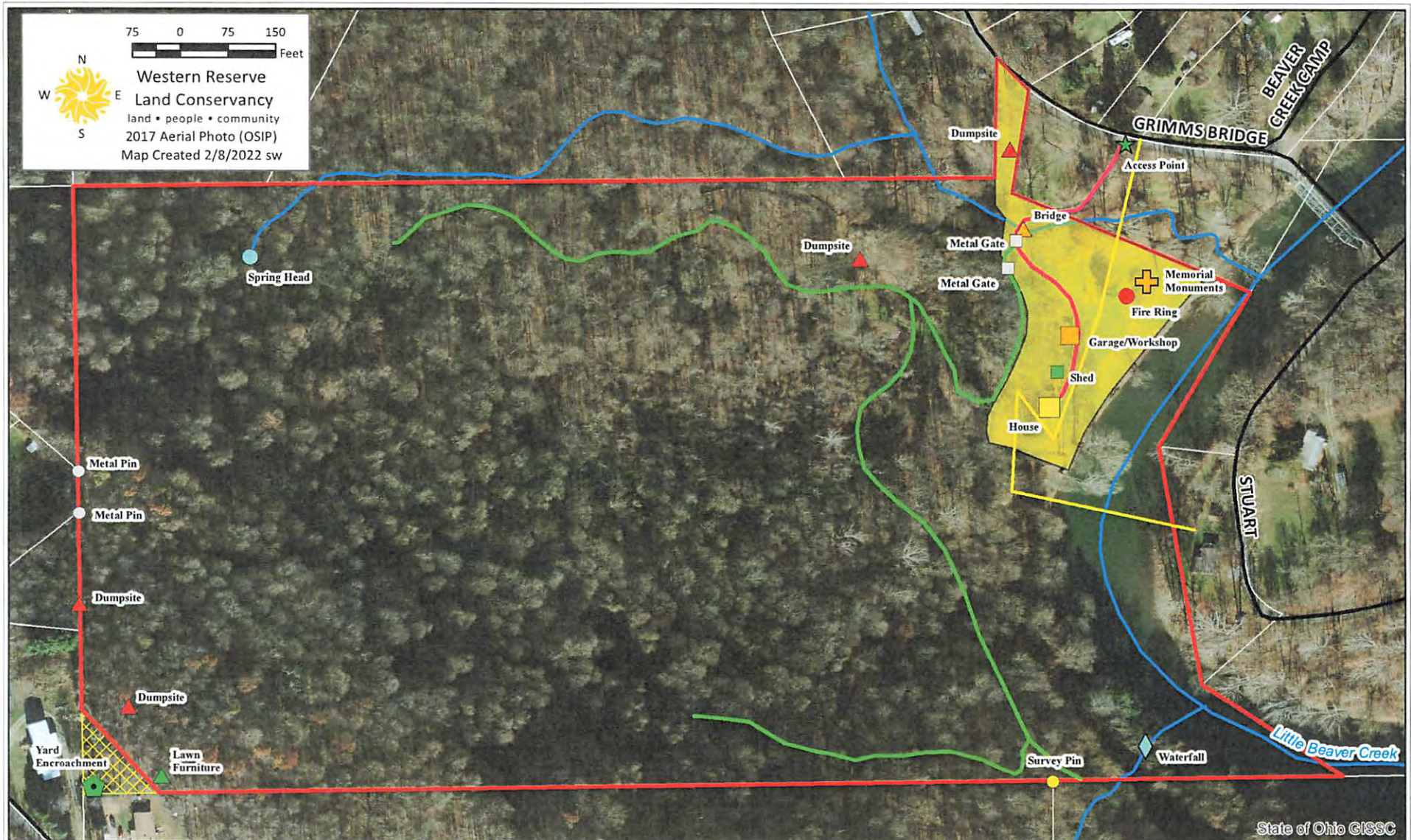
2017 Aerial Photo (OSIP)  
Map Created 11/22/2021 sw

- Stanley CE Boundary:  
38.492 acres
- Parcels - Columbiana Co.
- Residential Area with  
Mowed Area: ~1.8 acres

### Land Cover: Stanley CE Property - BDR

- Mowed Area: ~0.4 acres
- Early/Mid-Successional  
Mixed Hardwood Forest:  
~1.0 acre
- Mid-Successional Maple-  
Oak-Beech Forest: ~25.6  
acres
- Mid-Successional Mixed  
Hardwood Forest with  
Upland Scrub-Shrub: ~6.1  
acres
- Hay-Scented Fern  
Meadow: ~0.4 acres
- Little Beaver Creek: ~3.1  
acres
- County & Township Roads

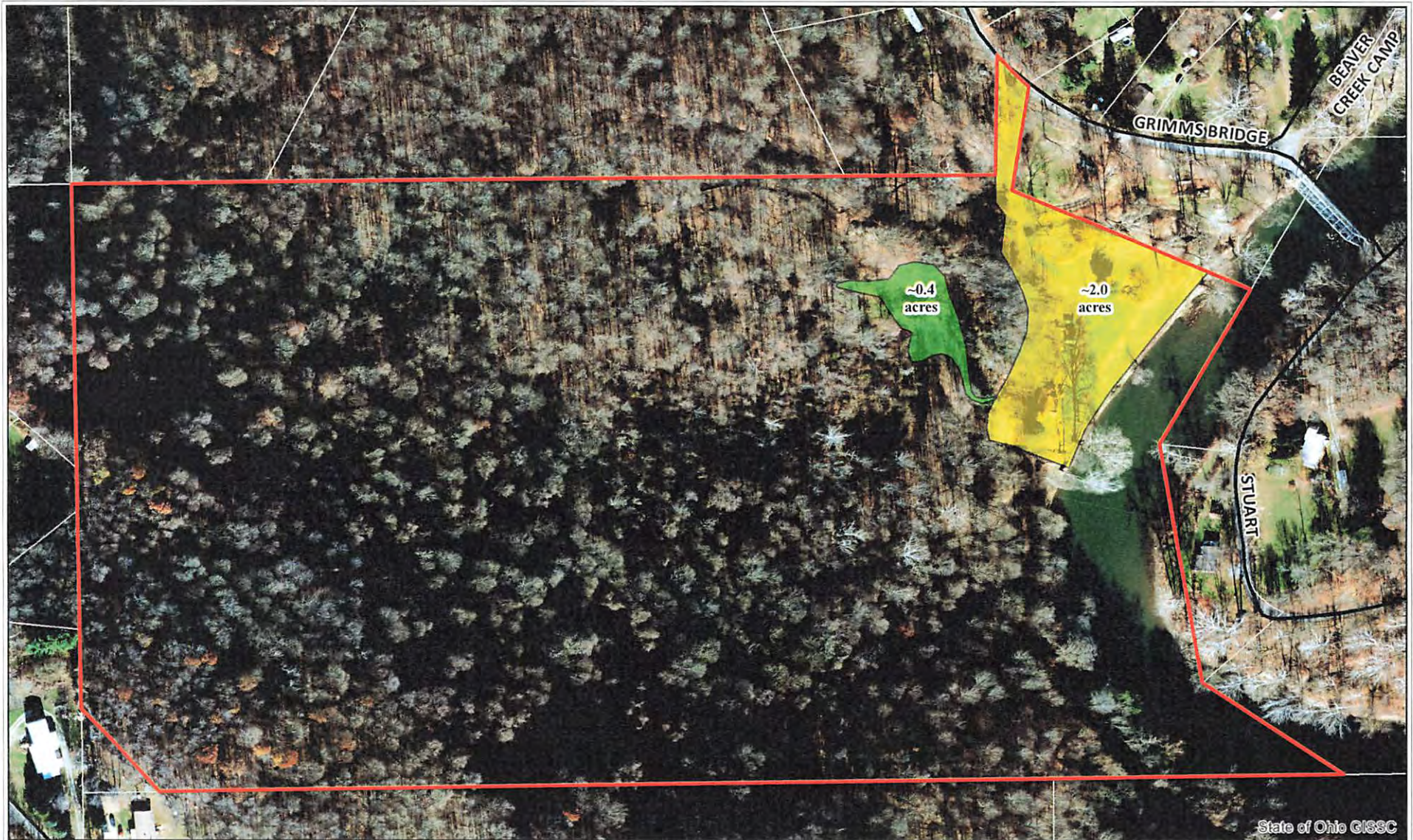




### Existing Conditions: Stanley CE Property - BDR

Stanley CE Boundary: 38.492 acres	Memorial Monuments	Shed	Yard Encroachment	Survey Pin	Driveway
Stanley Excluded Area: ~0.2 acres	Access Point	Metal Gate	Lawn Furniture	Spring Head	Trail
Parcels - Columbiana Co.	House	Bridge	Dumpsite	Waterfall	Utility Lines
Existing Building Area: ~2.0 acres	Garage/Workshop	Fire Ring	Metal Pin	County & Township Roads	Streams and Rivers





125 0 125 250  
Feet



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Map Created 11/22/2021 sw

### Reserved Areas: Stanley CE Property - BDR



Stanley CE Boundary: 38.492 acres



Existing Building Area: ~2.0 acre



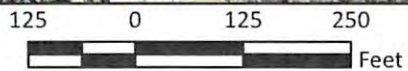
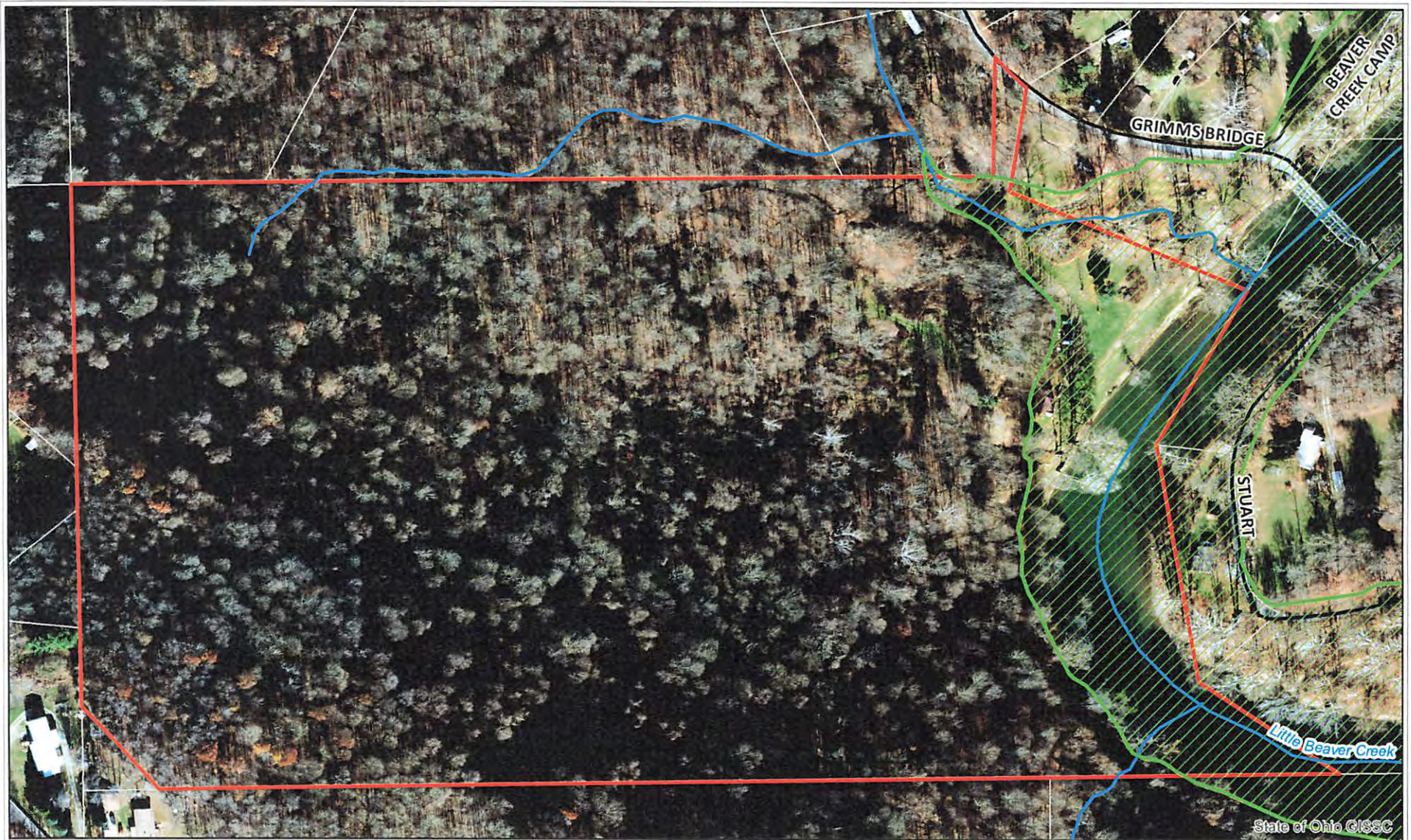
Limited Management Area: ~0.4 acres

Parcels - Columbiana Co.



County & Township Roads





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Map Created 11/22/2021 sw

### 100-Year Flood Zone: Stanley CE Property - BDR



Stanley CE Boundary: 38.492 acres



FEMA Flood Zone - 100 year

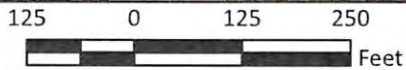
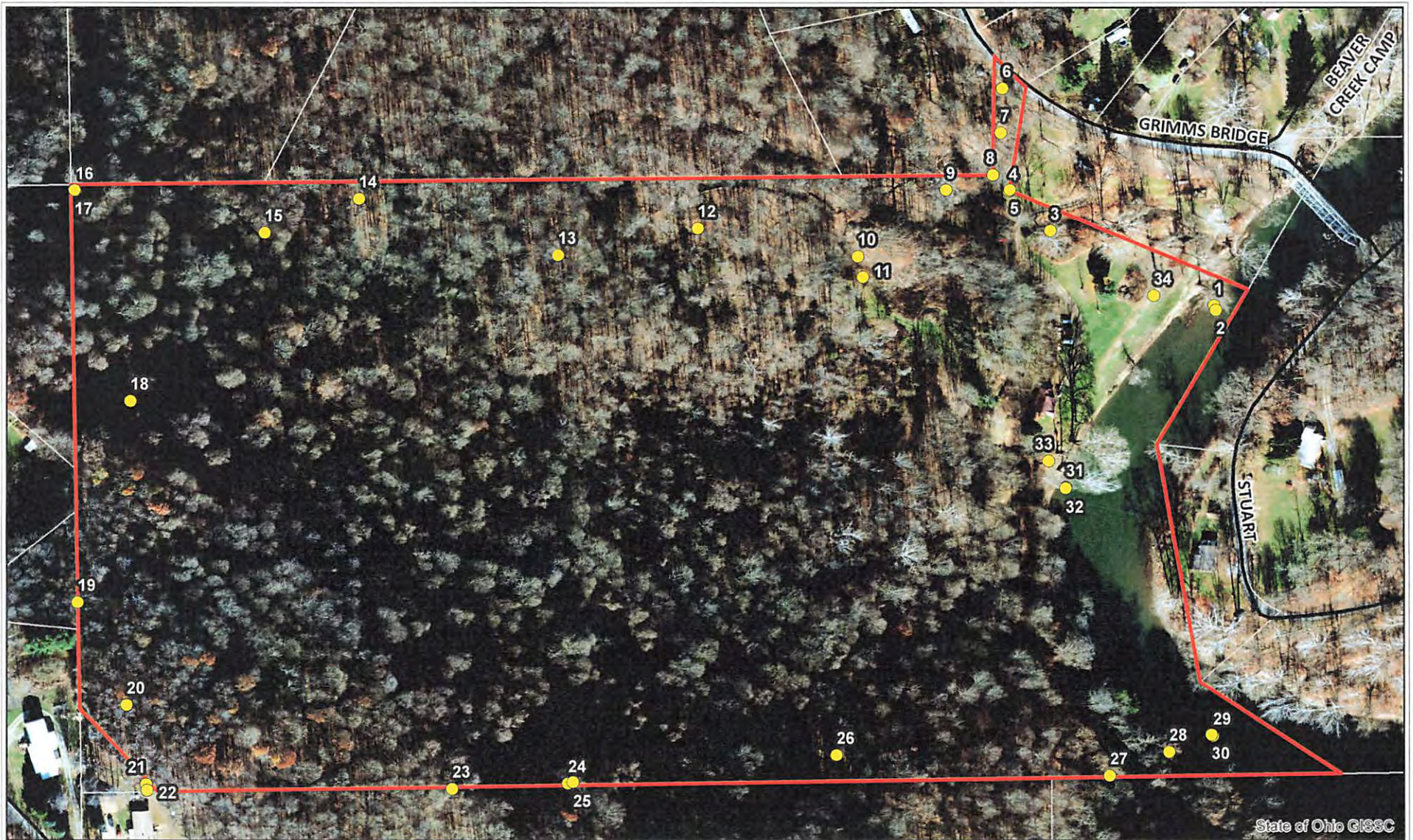
Parcels - Columbiana Co.



County & Township Roads

State of Ohio GIS/C





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Map Created 11/22/2021 sw

### Photo Points: Stanley CE Property - BDR



Stanley CE Boundary: 38.492 acres



Photo Points 11/3/2021

Parcels - Columbiana Co.



County & Township Roads