

1

APPLICATION FOR THE CLEAN OHIO CONSERVATION FUND
SUMMARY SHEET

CB AAB

APPLICANT: Hamilton County Park District CODE # 061-02037

DISTRICT NUMBER: 2 COUNTY: Hamilton DATE 3/29/02

CONTACT: Ross Hamre PHONE # (513) 728-3551, Ext. 256

FAX: (513) 521-2896 E-MAIL rhamre@greatparks.org

PROJECT NAME: Campbell Road Riparian Corridor

ELIGIBLE APPLICANT

(Check Only 1)

- A. County (1)
- B. City (2)
- C. Township (3)
- D. Village (4)
- E. Conservancy District (6)
- F. Soil & Water Conservation District (7)
- G. Joint Recreational District (8)
- H. Park District/ Authority (9)
- I. Nonprofit Organization (10)
- J. Other _____ (11)

PROJECT TYPE

(Check Largest Component)

- A. Open Space (7)
- B. Riparian Corridor (8)

PRIMARY PROJECT EMPHASIS 14

(Choose a category from Attachment A which most closely describes our primary project emphasis.)

ESTIMATED TOTAL

CLEAN OHIO CONSERVATION

PROJECT COST (from 1.1f): \$ 923,750 FUNDING REQUESTED: (from 1.2e) \$ 692,812

NRAC APPROVAL - To be completed by the NRAC Committee ONLY

GRANT: \$ _____

FOR OPWC USE ONLY

PROJECT NUMBER: _____

APPROVED FUNDING: \$ _____

Local Participation _____ %

Project Release Date: _____

Clean Ohio Fund Participation _____ %

1.0 PROJECT FINANCIAL INFORMATION

1.1 PROJECT ESTIMATED COSTS:	TOTAL DOLLARS	In Kind Dollars
(Round to Nearest Dollar)		
	(See definition in instructions.)	
a.) Acquisition Expenses:	\$ <u>920,000.00</u>	_____
Fee Simple Purchase	\$ <u>915,000.00</u>	
Easement Purchase	\$ _____	
Other <u>Earnest Money</u>	\$ <u>5,000.00</u>	
b.) Planning and Implementation:	\$ <u>3,750.00</u>	_____
Appraisal	\$ <u>1,750.00</u>	
Closing Costs	\$ _____	
Title Search	\$ _____	
Environmental		
Assessments	\$ <u>2,000.00</u>	
Design	\$ _____	
Other Eligible		
Costs	\$ _____	
c.) Construction or Enhancement of Facilities:	\$ _____ .00	_____
d.) Permits, Advertising, Legal:	\$ _____ .00	_____
e.) Contingencies: (not to exceed 10% of total costs)	\$ _____ .00	_____
f.) TOTAL ESTIMATED COSTS:	\$ <u>923,750.00</u>	

1.2 PROJECT FINANCIAL RESOURCES:

(Round to Nearest Dollar and Percent)

	DOLLARS	%
a.) In-Kind Contributions (Please define) _____	\$ <u> .00</u>	
b.) Applicant Contributions (Local Funds)	\$ <u> 230,938.00</u>	<u> 25%</u>
c.) Other Public Revenues		
Nature Works	\$ <u> .00</u>	
Land Water Conservation Fund	\$ <u> .00</u>	
Ohio Environmental Protection Agency	\$ <u> .00</u>	
Ohio Water Development Authority	\$ <u> .00</u>	
Community Development Block Grant	\$ <u> .00</u>	
Ohio Department of Natural Resources	\$ <u> .00</u>	
OTHER _____	\$ <u> .00</u>	
d.) Private Contributions	\$ <u> .00</u>	_____
<i>SUBTOTAL LOCAL RESOURCES:</i>	<i>\$ <u> 230,938.00</u></i>	
e.) CLEAN OHIO CONSERVATION FUND:	<i>\$ <u> 692,812.00</u></i>	<i><u> 75%</u></i>
Funds from another NRAC	\$ <u> .00</u>	_____
<i>SUBTOTAL CLEAN OHIO RESOURCES:</i>	<i>\$ <u> 692,812.00</u></i>	_____
f.) TOTAL FINANCIAL RESOURCES:	<i>\$ <u> 923,750.00</u></i>	<i><u> 100%</u></i>

1.3 AVAILABILITY OF LOCAL FUNDS:

Please list any partnership with other sources. (i.e.; is this part of a larger project or plan): _____

2.0 PROJECT INFORMATION

If the project is multi-jurisdictional, information must be consolidated in this section.

X *Please check here if additional documentation is attached.*

2.1 BRIEF PROJECT DESCRIPTION - (Sections A through E):

A: SPECIFIC LOCATION: Please attach a map.

PROJECT COUNTY: Hamilton **PROJECT ZIP CODE:** 45030

B: PROJECT COMPONENTS: Please describe the various project components.

C: PROJECT EMPHASIS AS DEFINED BY SECTIONS 164.22 (A) (B) OF THE OHIO REVISED CODE AND LISTED IN APPENDIX A: Please describe.

D: DEFINE TERMS OF EASEMENTS:
PLEASE REFER TO SECTION 164.26 OF THE OHIO REVISED CODE.

E: INFORMATION REGARDING PUBLIC ACCESS
Where is the access located? Is it open to the general public or are there restrictions? What are the hours of availability? Will the general public be given the opportunity to participate in the planning of the project?

2.2 OWNERSHIP/MANAGEMENT/OPERATION: Please address.

2.0 Project Information

2.2 Brief project Description

- A. Specific Location: See location map (Exhibit 1). The project county is Hamilton. The project zip code is 45030.
- B. Project components: The proposed project involves fee simple acquisition of a 183-acre riparian corridor on the Whitewater River in western Hamilton County. The site is within the Whitewater River watershed. The proposed project site is a former gravel mine and has been partially restored. The site contains 58 acres of lakes, 109 acres of land (of which 36 acres is forested floodplain), and 16 acres of river. The site includes approximately one mile of Whitewater River shoreline (see Exhibit 2- photos of site). The Park District has secured an option to purchase the property (Exhibit 5).
- C. Project emphasis: The project involves acquisition of connecting corridors, and provides multiple recreational, economic and preservation benefits. For several years the Hamilton County Park District has been working on implementation of a plan to connect Miami Whitewater Forest to Shawnee Lookout with a greenway and multi-use trail (See Exhibit 1). Major portions of the proposed greenway include riparian areas along the Whitewater River. The Park District's most recent acquisition (December, 2001) along the Whitewater River is a 283-acre tract on Kilby Road near Dry Fork Road.

The Regional Planning Commission, in its ongoing Community COMPASS process, has adopted four major goals for Hamilton County, one of which is Balancing Development and the Environment. The first objective within this goal is to "preserve, restore, and manage natural resources so as to enhance the unique character of the county" (from Report of the Countywide Town Meeting, 2002).

The proposed project site is also identified in the Hamilton County Regional Planning Commission's (adopted in 1999) Western Hamilton County Collaborative plan as an environmentally sensitive area. The plan recommends protecting stream corridors through acquisition of adjacent land.

The proposed 183-acre Campbell Road Riparian Corridor acquisition is an essential link in the proposed Whitewater River Greenway connecting corridor. When completed, the corridor will provide connections to multiple communities, schools, and parks (see Exhibit 1). The potential economic benefits of greenways with trails have been

well documented. For example, In 1999 The Little Miami Scenic Trail User Study stated that each user of the trail spends approximately \$13.54 per person per visit. Over a third of this spending occurs at retail stores, restaurants, and for other food or beverages. The Whitewater River also offers recreational opportunities for canoeing enthusiasts and canoeing outfitters.

To provide access at the Campbell Road Riparian Corridor site, future amenities may include a vehicular access road, parking lot, multi-use connector trail, signage, picnic shelter, outdoor passive recreation (ballfield) and related supporting infrastructure. Due to the loss of topsoil and native vegetation from previous mining activities, future implementation of a land restoration and management program is needed to improve plant and animal habitat, control erosion, and improve water quality. To guide future development and restoration programs, the Hamilton County Park District will apply Best Management Practices for riparian areas (see Exhibit 4 – BMP's).

- D. Define Terms of Easement: The Hamilton County Park District will conform to the long term ownership and control requirements of the Ohio Public Works Commission. The Hamilton County Park District will record a conservation easement or deed restriction with an appropriate entity, commensurate with the above stated nature and purpose of the proposed project.
 - E. Information regarding public access: Access to the project site will be from Campbell Road. The site will be open to the public during the normal hours of operation for the Park District (dawn to dusk), after necessary improvements have been completed to make the site safe and accessible. There will be opportunities for public input during the planning for improvements to the site.
- 2.3 Ownership/Management/Operation: The Hamilton County Park District will own and manage the property. The Park District will comply with flood damage reduction standards as required by Ohio Revised Code Section 1521.14 (C)(1). The Park District has an outstanding record of preserving and protecting natural areas throughout Hamilton County, including many floodplain areas. The Park District currently owns and manages 13,343 acres, 80% of which is undeveloped and preserved for natural habitat and wildlife. The Park District has successfully completed 96 land acquisition projects in the last 10 years.

3.0 PROJECT SCHEDULE:*

		BEGIN DATE	END DATE
3.1	Planning and Implementation:	<u> / / </u>	<u> / / </u>
3.2	Land Acquisition/Easements:	<u> 4/1/02 </u>	<u> 4/1/03 </u>
3.3	Site Improvements:	<u> / / </u>	<u> / / </u>

* Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by a project official of record and approved by the commission once the Project Agreement has been executed.

4.0 PROJECT OFFICIALS:

4.1	CHIEF EXECUTIVE OFFICER	Jon Brady
	TITLE	Director
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 521-7275
	FAX	(513) 521-2606
	E-MAIL	jbrady@greatparks.org
4.2	CHIEF FINANCIAL OFFICER	Don Rudler
	TITLE	Treasurer
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 521-7275
	FAX	(513) 521-2606
	E-MAIL	drudler@greatparks.org
4.3	PROJECT MANAGER	Ross Hamre
	TITLE	Planning Director
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 728-3551, ext. 256
	FAX	(513) 521-2896
	E-MAIL	rhamre@greatparks.org

Changes in Project Officials must be submitted in writing from the CEO or CFO.

5.0 ATTACHMENTS/COMPLETENESS REVIEW:

In order that your application may be processed in a timely fashion, please submit your application on 8 ½ by 11 white paper with dark ink so that it may be copied for others. It is understood that some items may not conform to this request such as large maps and photographs. Please feel free to include these items.

Confirm in the blocks [] below that each item listed is attached.

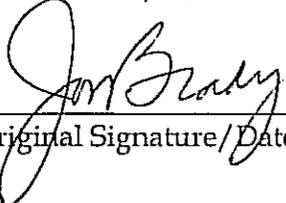
- A certified copy of the authorization by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 6.0, Applicant Certification, below.
- A certification signed by the applicant's chief financial officer stating all local share funds required for the project will be available on or before the dates listed in the Project Schedule section.
- A formal detailed estimate of the project's costs provided by an architect, landscape architect, or other professional. For land acquisition, an appraisal by a State-certified general real estate appraiser, as defined under ORC 4763 for the type of land being appraised will need to be submitted to the NRAC prior to closing.
- A cooperation agreement (if the project involves more than one entity) which identifies the fiscal and administrative responsibilities of each participant.
- Resolution of Support (Please refer to section 164.23(B)(1) of the Ohio Revised Code for guidance.)
- Identification of any participation by state agencies that will provide to this particular project and that will provide assistance with respect to the project.
- Information concerning the coordination of the project among local political subdivisions, state agencies, federal agencies, community organizations, conservation organizations, and local business groups.
- Supporting Documentation: Materials such as additional project description, photographs, and/or other information to assist your NRAC in ranking your project. Be sure to include supplements which may be required by your *local* NRAC.
- Have you reviewed your NRAC's methodology to see that you have addressed all components?

6.0 APPLICANT CERTIFICATION:

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that the project, as defined in the application, has NOT resulted in any transfer of title or rights to land or begun any type of physical improvements prior to the execution of a Project Agreement with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding.

JON BRADY, Director



3/29/02

Original Signature/Date Signed

ATTACHMENT A

PROJECT EMPHASIS

NOTE: IF THE PROJECT HAS MORE THAN ONE EMPHASIS, PLEASE PLACE A " 1" IN THE CATEGORY THAT IS THE PRIMARY EMPHASIS, A " 2" IN THE CATEGORY WITH SECONDARY EMPHASIS, AND A " 3" IN THE CATEGORY WITH THIRD EMPHASIS.

OPEN SPACE

- 1. Protects habitat for rare, threatened and endangered species
- 2. Increases habitat protection
- 3. Reduces or eliminates nonnative, invasive species of plants or animals
- 4. Preserves high quality, viable habitat for plant and animal species
- 5. Restores and preserves aquatic biological communities
- 6. Preserves headwater streams
- 7. Preserves or restores flood plain and stream side forest functions
- 8. Preserves or restores water quality
- 9. Preserves or restores natural stream channels
- 10. Preserves or restores functioning flood plains
- 11. Preserves or restores wetlands
- 12. Preserves or restores stream side forests
- 13. Preserves or restores other natural features that contribute to quality of life and state' s natural heritage

RIPARIAN CORRIDOR

- 14. Fee simple acquisition of lands to provide access to riparian corridors or watersheds
- 15. Acquisition of easements for protecting and enhancing riparian corridors or watersheds
- 16. Reforestation of land
- 17. Planting vegetation for filtration
- 18. Incorporates aesthetically pleasing and ecologically informed design
- 5 19. Enhances educational opportunities and provides physical links to schools and after school centers
- 4 20. Acquisition of connecting corridors
- 2 21. Supports comprehensive open space planning
- 3 22. Provides multiple recreational, economic and aesthetic preservation benefits
- 23. Allows proper management of areas where safe hunting and trapping may take place in a manner that will preserve balanced natural ecosystems.
- 24. Enhances economic development that relies on recreational and ecotourism in areas of relatively high unemployment and lower incomes

BOARD OF PARK COMMISSIONERS
HAMILTON COUNTY PARK DISTRICT

March 21, 2002

RESOLUTION NO. 2267

CLEAN OHIO CONSERVATION PROGRAM

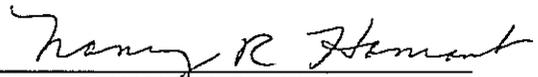
WHEREAS, the Board of Park Commissioners of the Hamilton County Park District, desires financial assistance under the Clean Ohio Conservation Program Funds, administered by the Ohio Public Works Commission.

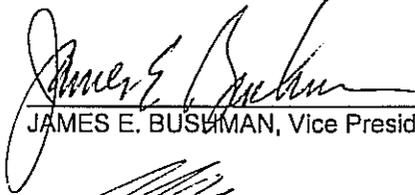
NOW, THEREFORE, BE IT RESOLVED, by the Board of Park Commissioners of the Hamilton County Park District, as follows:

1. That the Board of Park Commissioners of the Hamilton County Park District hereby approves filing of applications for the Clean Ohio Conservation Program Funds.
2. That Jon Brady, Director, is hereby authorized and directed to execute and file applications with the Ohio Public Works Commission, to enter into any agreements as may be appropriate and necessary for obtaining this financial assistance, and to provide all information and documentation required in said application for submission to the Ohio Public Works Commission.
3. THAT THE BOARD OF PARK COMMISSIONERS OF THE HAMILTON COUNTY PARK DISTRICT hereby does agree to obligate the funds required to satisfactorily complete the proposed projects and thus become eligible for Clean Ohio Conservation Program financial aid up to 75% of the total project costs.

BOARD OF PARK COMMISSIONERS
HAMILTON COUNTY PARK DISTRICT



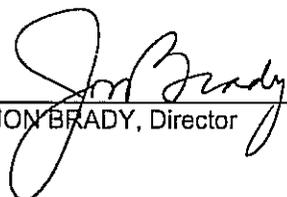

NANCY R. HAMANT, President


JAMES E. BUSHMAN, Vice President


ROBERT E. GOERING, SR., Vice President

ATTEST:

This 21st day of March, 2002


JON BRADY, Director

CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS

March 29, 2002

I, Donald Rudler, Treasurer of the Hamilton County Park District, hereby certify that Hamilton County Park District has the amount of \$230,938 in the Land Acquisition Fund and that this amount will be used to pay the applicant revenues for the Campbell Road Riparian Corridor Acquisition.

A handwritten signature in cursive script, appearing to read "Donald Rudler", is written above a horizontal line.

Donald Rudler, Treasurer



HAMILTON COUNTY PARK DISTRICT
10245 Winton Road, Cincinnati, Ohio 45231

FACSIMILE COVER SHEET
TEL NO. (513) 728-3555
FAX NO. (513) 521-2896

DATE:	March 29, 2002	FAX NO.	513-948-4330
TO:	Hamilton County Administration		
ATTN:	Cindy Weltlauf, Grants Administrator		
CC:	David Krings, Administrator		
FROM:	Ross Hamre, Planning Director		

NUMBER OF PAGES	7	INCLUDING COVER SHEET
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IF YOU HAVE A PROBLEM WITH THE RECEPTION OF THESE PAGES,
PLEASE CONTACT US AT (513) 728-3551, EXT 250

As required by the Clean Ohio Conservation Program Grant Application, Ohio Revised Code Sec. 164.23, the Hamilton County Park District is consulting with Hamilton County regarding the following projects:

- Amur Honeysuckle Eradication
- Broadwell Woods Acquisition
- Campbell Road Riparian Corridor Acquisition

(See attached Project Information describing each of the above projects)

No funds from Hamilton County are involved in these projects.

Please respond to this fax indicating you have received this information and acknowledge these applications.

Should you have any questions, please contact Ross Hamre, Planning Director at 728-3551, ext. 250.

RH/dlw

Eric S. Strubey
Acting County Administrator



HAMILTON COUNTY PARK DISTRICT
10245 Winton Road, Cincinnati, Ohio 45231

FACSIMILE COVER SHEET
TEL NO. (513) 728-3555
FAX NO. (513) 521-2896

DATE:	March 29, 2002	FAX NO.	513-367-3592
TO:	Harrison Township		
ATTN:	Larry Kinnett, President		
CC:			
FROM:	Ross Hamre, Planning Director		

NUMBER OF PAGES	3	INCLUDING COVER SHEET
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**IF YOU HAVE A PROBLEM WITH THE RECEPTION OF THESE PAGES,
PLEASE CONTACT US AT (513) 728-3551, EXT 250**

As required by the Clean Ohio Conservation Program Grant Application, Ohio Revised Code Sec. 164.23, the Hamilton County Park District is consulting with Harrison Township regarding the following project:

- Campbell Road Riparian Corridor Acquisition (See attached Project Information describing this project)

No funds from Harrison Township are involved in this project.

Please respond to this fax indicating you have received this information and acknowledge this application.

Should you have any questions, please contact Ross Hamre, Planning Director at 728-3551, ext. 250.

RH/dlw

Best Management Practices

The Hamilton County Park District has established the following list of Best Management Practices to provide the maximum appropriate protection to riparian areas within the Park District

The single-most important Best Management Practice (BMP) for the protection of river resources is establishment and maintenance of a riparian buffer. This buffer should be characterized by native vegetation. The width of the buffer depends on the management goal.

- For protection of water quality, a minimum buffer width of 40 to 80 feet (dependent on slope) on both sides of the stream is recommended.
- To protect aesthetic / scenic values, the buffer should be extended to a minimum of 100 feet on both sides of the stream with the first 40 feet remaining undisturbed.
- To conserve and enhance wildlife, a vegetated buffer measuring at least 100 to 300 feet from the ordinary high water mark is recommended. The wider the buffer, the greater the benefits for wildlife. Ideally, the buffer should include the natural floodplain and adjacent bluff.

In addition, the following specific BMPs are recommended:

- Paved trails should be kept 40 feet minimum from the river.
- Runoff from parking lots should be filtered before entering the river.
- The handling and disposal of chemicals such as pesticides should be avoided within 120 feet of the river and its tributaries.
- Openings or thinning in the buffer to allow for a view of particular features or scenes should be established by selectively thinning underbrush, shrubs and low-hanging limbs. Cutting and felling trees should be avoided when attempting to create views.
- New structures, buildings and developments should be set back at least 120 feet from the riverbank.
- The exterior design and height of buildings and other structures should be compatible with and unobtrusive to the scenic, natural and cultural qualities of the river corridor.

- Signage should be used only when necessary for the safety and welfare of visitors and for awareness and protection of natural, historical or cultural features of the corridor. Signs should be designed to be unobtrusive and blend with the surroundings.
- Fences or barriers should not visually obstruct natural or aesthetic features.
- Docks and landings should be designed to be compatible with and unobtrusive to the scenic, natural and cultural qualities of the river corridor.
- Restore the scenic quality of over-utilized and abused areas in the scenic river corridor by landscaping and re-vegetating eroded and abused areas, planting additional wooded buffer in areas where the buffer is thin, and by controlling access and specific uses that cause degradation.
- Uplands adjacent to riparian habitats should be managed in a manner that sustains riparian habitat values.
- Maintain an understory of native herbaceous and shrub plants, a multi-layered tree canopy, diverse tree sizes, standing dead snags and fallen trees.
- Restore de-vegetated and degraded areas by reestablishing the naturally occurring vegetation, particularly where restoration can enhance connectivity between adjacent riparian habitats.
- Maintain large, contiguous blocks of natural habitats and avoid habitat fragmentation. Enhance the connections between existing natural habitat blocks, particularly to those that are isolated, by establishing forest stands or habitat corridors.
- Reforest idle or marginal agricultural lands through natural regeneration or planting a variety of native species.
- Fences or barriers, which create a hindrance to the movement of wildlife, should not be constructed in the riparian corridor.
- The use of recreational vehicles in scenic river corridors should be prohibited to avoid degradation caused by the destruction of vegetation, erosion of soil and disturbance of wildlife.

Option Agreement
Watson 183-Acre Campbell Road Property
March 29, 2002

1. **PROPERTY DESCRIPTION:** For the sum of \$2,500.00 per month (payable one month in advance) for a period of 6-months, ("OPTION FEES"), Ronald E. Watson as Owner of Watson Gravel, Inc., a "Corporation For Profit" in the State of Ohio, ("SELLER") offers the exclusive right to purchase to the Board of Park Commissioners of the Hamilton County Park District or its' assigns ("BUYER") a 183-acre more or less portion of the Seller's property consisting the parcels as shown on Hamilton County Auditors Plat Book 560-0070-0002 and 3; and Page 80 Parcels 9, 19 to 22 (inclusive) and parcel 142 site (as shown on Attachment A map in yellow) specifically excluding approximately 15 acres in northwest corner of the property currently leased to Green Fuel as a concrete batch plant site (as shown on Attachment A map in Grey) ("REAL ESTATE") for a period of six months time frame (commencing upon execution of this document and ending October 1, 2002) ("OPTION PERIOD"). It is clearly understood that the final property definition will be established by a survey.
2. **PRICE AND TERMS:** Upon execution by the BUYER, SELLER hereby agrees to sell the REAL ESTATE and the BUYER agrees to purchase the REAL ESTATE for \$5,000.00 per acre. BUYER and SELLER will work together and have a survey performed by a registered surveyor to the standards as established by Hamilton County Engineers Office and shall meet all requirements of the Hamilton County Recorders Office for cut-up approval. The cost of this survey work will be prorated between the BUYER and SELLER based upon the percentage of property of the total purchased and retained respectively. The final Purchase Price will be established by multiplying the \$5,000.00 per acre by the surveyed acreage. An escrow account will be up at the closing into which 10% of the Purchase Price will be deposited until the all conditions of them No. 10 below are met by the SELLER.
3. **OPTION FEES:** If, during the OPTION PERIOD, BUYER exercises this Option Agreement the OPTION FEES are to be nonrefundable however the portion remaining in SELLERS possession as of receipt of notification by the BUYER of the execution of this agreement will be credited towards the purchase. (BUYER intends to seek funding assistance through the Clean Ohio Conservation Program Fund as administered by the Ohio Public Works Commission. Accordingly, both parties will work together to cooperatively establish a reclamation plan that will enhance the property under the clean Ohio Conservation Program provided that no additional costs are incurred by SELLER in accomplishing this during their normal restoration activities.) All notifications in these situations are to be done in writing.
4. **OTHER CONTINGENCIES OR NOTES:** The SELLER grants permission to BUYER to conduct any additional inspections that may be necessary including but not limited to environmental studies and test borings, if needed, and building inspections. BUYER reserves the right to have an Environmental Phase One Audit performed of the property and may have a Phase Two Audit performed provided SELLER consents in writing for this Phase Two Audit work. Any environmental problems found that cannot be resolved by SELLER are to be considered good cause for termination of this Option Agreement and the refund of the OPTION FEES to the BUYER.
5. **PERSONAL PROPERTY:** The following personal property shall be included in the sale: None
6. **SELLER 'S CERTIFICATION:** SELLER certifies to BUYER that, to the best of SELLER'S knowledge: (a) the fireplaces, chimneys, electrical, plumbing,

heating, air conditioning equipment and systems, and other items included herein will be operational on Possession, except None; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the REAL ESTATE may be assessed, except None, (c) the REAL ESTATE is zoned as _____ zoning; (d) no Federal, City, Township, County or State orders have been served upon the property requiring work to be done or improvements to be made which have not been performed, except: None (e) there are no underground fuel tanks or other tanks that contained or now contain any hazardous waste or other toxic substance except: none; (f) that there is and has been no discharge or disposal by SELLER of any hazardous waste or other toxic substance (as such terms are defined by any applicable federal, state or local governmental law, rule, ordinance or regulation) on the Real Estate, or contamination of the Real Estate by any such substances; that any storage or utilization of any hazardous or toxic substance is fully described in the attached Exhibit "A" hereto; and that any such storage or utilization is, and has been at all times, in full compliance with all applicable federal, state or local laws, rules, ordinances and regulations.

7. **CONVEYANCE AND CLOSING:** SELLER shall be responsible for transfer taxes, deed preparation and shall convey marketable title to the REAL ESTATE by General Warranty Deed in fee simple absolute, on or before October 1, 2002, or at such sooner time as mutually agreeable to the parties hereto ("CLOSING"), free, clear and unencumbered as of CLOSING, except restrictions and easements of record which do not adversely affect the use of the REAL ESTATE, except None, and except the following assessments (certified or otherwise): None. BUYER shall have the right to cancel this agreement in the event that any encumbrances or liens or other significant concerns are found upon the title that cannot be resolved in an expeditious manner by the SELLER.
8. **CONDITION OF IMPROVEMENTS:** SELLER agrees that on Possession, the REAL ESTATE shall be in the same condition as it is on the date of this offer, except for ordinary wear and tear and casualty damage from perils insurable under a standard fire policy with extended coverage. If the REAL ESTATE be damaged or destroyed by fire or other casualty and if, prior to Closing, the REAL ESTATE shall not be repaired or restored by, and at the cost of SELLER, to a condition as good as it was prior to the damage or destruction, then BUYER, at his option, may terminate this contract by written notice to SELLER. During the pendency of this contract, SELLER shall not make any substantial alterations or repairs without the consent of the BUYER.
9. **GRANT OF PERMISSION:** SELLER hereby grants permission to BUYER'S environmental auditors for entry into the property.
10. **RESTORATION REQUIREMENTS:** SELLER is responsible for completing all restoration as required under the reclamation bond from the Division of Mines and Reclamation of the Ohio Department of Natural Resources ("ODNR") as stipulated in Chapter 1501:14-3-10 of the Ohio Accepted Code (Rules) and is subject to inspections of Reclaimed Land under Chapter 1514.05 of the Ohio Revised Code (Laws). SELLER will continue to carry the ODNR bond. At the closing, BUYER will grant to SELLER a "Lease Deed Affidavit" on a form acceptable to ODNR in order to provide SELLER with continued legal entry into the PROPERTY in order to perform the reclamation. All reclamation work is to be accomplished within 24 months of the CLOSING and SELLER will file a request, on a form and provided by the Chief of the Division of Reclamation under ORC 1514.01 in an acceptable manner under Chapter 1514.05 of the Ohio Revised Code Reclamation Division of ODNR. SELLER will be responsible for obtaining sufficient topsoil material to complete all of restoration work (to meet all specifications as required by ODNR) and will repair any damage caused to the property because of this restoration work.

In addition, SELLER, using the soil materials hauled in from an off-site excavation will repair the section of the dike in the northwest corner of the property along the Whitewater River.

11. **CLOSING AFTER EXERCISE OF OPTION:** Upon the exercise of the right and option in the manner prescribed above, the Closing for the payment of the balance of the purchase price and the delivery of the deed shall be held at the convenience of both parties, but in no event shall be later than October 1, 2002.
12. **SOLE CONTRACT:** The parties agree that this contract constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this contract shall be made in writing, signed by all parties and copies shall be attached to all copies of the original contract. This contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
13. **MANNER OF EXERCISE:** Said right and option to purchase may be exercised by the BUYER by the giving written notice to the SELLER before the expiration of this option contract.
14. **LIKE-KIND EXCHANGE.** In the event that Seller desires to structure this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, Purchaser agrees to reasonably cooperate in such transaction upon Seller's request provided that (a) SELLER will be liable to the full extent of the law for any of its employees who enter upon Seller's land for inspection purposes for any costs, claims, expenses, and liabilities (including attorney's fees) incurred by Purchaser solely as a result of structuring this transaction as a like-kind exchange, and (b) the exchange shall have no effect upon the terms of Purchaser's obligations as contemplated in this Agreement to Purchase Real Estate.
15. **RESERVATION FOR SAND, ETC.** (a) Seller excepts and reserves from conveyance to Purchaser, all sand, gravel, limestone and aggregate beneath the surface of the real estate herein conveyed; provided, however, there shall be no right to enter upon the land (Land is described as all property on the surface of the ground, all air rights above and all lands below to the core of the earth) or enter through the surface of the land for the extraction or removal of sand, gravel, limestone and aggregate. Seller further excepts and reserves from conveyance to Purchaser, all mineral rights including oil and gas in a strata which begins 500 feet beneath the surface of the land and extends downward from there; provided, however, there shall be no right to enter upon the land or enter through the surface of the land for the extraction or removal of these minerals. The term "oil" means crude oil and other hydrocarbons in liquid form; the term "gas" means natural gas or any other substance in gaseous state. (b) Notwithstanding the foregoing, Purchaser shall be permitted to alter the surface of the land for land balancing (Land Balancing is described as any earthwork activities upon the purchased property that may be performed by the Purchaser provided they do not result in sales by Purchaser of any materials which would leave the purchased property site).
16. **POSSESSION:** Possession will be granted as of the day of closing except that the current tenant, Clarence Ballew (367-1038) will be permitted up to a six-month continued occupancy in the house after the closing. SELLER is to notify the tenant in writing, with written notice given within seven days of the CLOSING, of the requirement for the tenant to vacate the property. SELLER may grant the tenant use of this building during the six-month transitional rent-free provided the tenant protect the BUYER from liability by obtaining an insurance policy specifically naming the BUYER as a co-injured party.

- 17. **EXPIRATION AND APPROVAL:** This contract is void if not signed by the BUYER in writing on or before 5:00 o'clock (P.M.) CINCINNATI TIME, October 1, 2002. The SELLER has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.
- 18. **ACTION BY SELLER:** The undersigned SELLER has read and fully understands the foregoing option contract and accepts said offer and agrees to convey the REAL ESTATE according to the above terms and conditions on this, March 29, 2002:

WITNESS: *Al M. Hubs*

SELLER: *Ronald E. Watson*

WITNESS: *Jane L. Meyers*

Ronald E. Watson,
 Watson Gravel, Inc.
 2728 Hamilton-Cleves Road
 Ross, Ohio 45013
 863-0070 or 200-0975
WatsonGR@msn.com

ACCEPTANCE by the BUYER: We hereby accept the above contract on this _____ day of _____ month, 200 year _____ time.

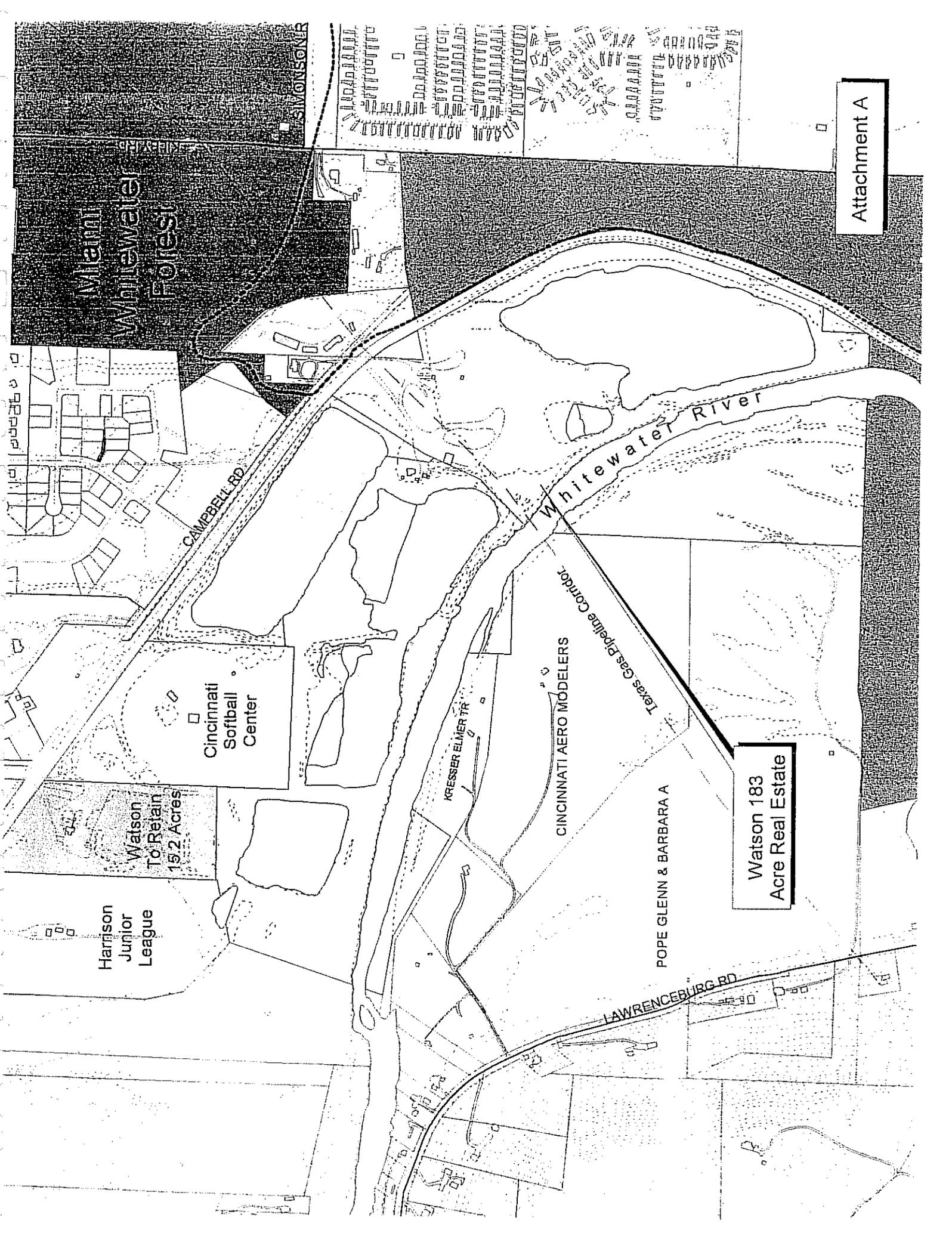
WITNESS: _____

BUYER: _____
 Director

WITNESS: _____

ADDRESS OF BUYER: Hamilton County Park District
 10245 Winton Road
 Cincinnati, Ohio 45231 (513) 521-PARK

(This is a legally binding contract. If not understood, seek legal advice.)



Attachment A

Watson 183
Acre Real Estate

Merrill
Whitewater
Forest

Harrison
Junior
League

Watson
To Retain
19.2 Acres

Cincinnati
Softball
Center

Whitewater River

CAMPBELL RD

KRESSER ELMER TR

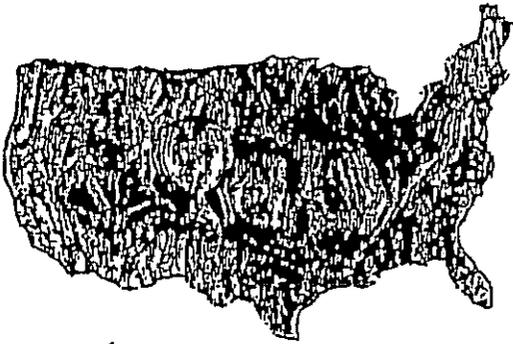
CINCINNATI AERO MODELERS

Texas Gas Pipeline Corridor

POPE GLENN & BARBARA A

LAWRENCEBURG RD

SIMONSONER



Appraisal Company of America

5472 GLENWAY AVENUE CINCINNATI, OHIO 45238

Phone: 513-922-2600 Fax: 513-922-8311

APPRAISAL

OF

186.28 +/- ACRES
8201 Kilby Road
Harrison Township
Hamilton County, OH

Plat Book 560 - Page 70 - Parcels 2 & 3
Plat Book 560 - Page 80 - Parcels 9, 19, 20, 21, 25

PREPARED FOR: Mr. Rick Johnson
Planning Director
HAMILTON COUNTY PARK DISTRICT
10245 Winton Road
Cincinnati, OH 45231

PREPARED BY: **APPRAISAL COMPANY OF AMERICA**
Gene F. Manion, ASA
Appraiser
5472 Glenway Avenue
Cincinnati, OH 45238



Appraisal Company of America

5472 GLENWAY AVENUE CINCINNATI, OHIO 45238

Phone: 513-922-2600 Fax: 513-922-8311

March 26, 2002

Mr. Rick Johnson
Planning Director
HAMILTON COUNTY PARK DISTRICT
10245 Winton Road
Cincinnati, OH 45231

RE: **186.28 +/- ACRES**
8201 Kilby Road
Harrison Township
Hamilton County, OH

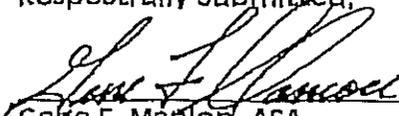
Dear Mr. Johnson:

In accordance with your request, I have inspected and appraised the above referenced property for the purposes of estimating market value. The interest appraised is fee simple.

Attached to this letter you will find a report which states the purpose, identifies the property rights analyzed, defines value, identifies the property, and includes the facts, data, reasoning, certifications, and assumptions and limiting conditions underlying my estimates. This appraisal is an estimate of value for a part of the total property. Taking into account all the pertinent facts that affect value, the Market Value estimate of the subject property, as of March 15, 2002, is as follows:

CONCLUDED VALUE UNIT	=	<u>\$ 5,000.00 PER ACRE</u>
TOTAL OF VALUE ESTIMATE	=	<u>\$ 932,000.00</u>

Respectfully submitted,


Gene F. Marlon, ASA

CERTIFICATION

Gene F. Manlon certifies that he was engaged by Mr. Rick Johnson, Planning Director, Hamilton County Park Board, 10245 Winton Road, Cincinnati, Ohio 45231 to appraise the property identified as **186.28 +/- Acres, 8201 Kilby Road, Harrison Township, Hamilton County, OH**, and to establish the market value of the fee simple interest; effective date of said value estimate being March 15, 2002.

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
- My opinions and conclusions were developed, and the report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the American Society of Appraisers, as well as accepted appraisal standards promulgated by the Appraisal Board of the Appraisal Foundation, as set forth in the Uniform Standards of Professional Appraisal Practices (U.S.P.A.P.)
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- The use of this report is subject to the requirements of the Appraisal Institute and the American Society of Appraisers relating to review by their duly authorized representatives.
- I have made a personal inspection of the individual land areas and improvements, if applicable, that are the subject of this report.
- No one provided significant professional assistance to the person(s) signing this report.

CERTIFICATION

(Cont.)

One (or more) of the signatories of this appraisal report is a member of the Appraisal Institute and/or the American Society of Appraisers. These societies require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media, or other media for public communication without the prior written consent of the signatories of this appraisal report.

The American Society of Appraisers require programs of continuing education and recertification for their designated members. Appraisers who meet the minimum standards of these programs are considered by the respective organizations to be currently certified.

Gene F. Manion ASA is in conformance with said requirements and, as of the date of this appraisal assignment is a member in good standing.

Also:

Gene F. Manion is certified as a General Real Estate Appraiser by the State of Ohio - Certificate No. 383256.

That, by reason of my investigation and by virtue of my experience as an appraiser, I have formed the opinion that the pertinent values associated with this project can be stated as follows:

MARKET VALUE - FEE SIMPLE ESTATE

CONCLUDED VALUE UNIT	=	<u>\$ 5,000.00 PER ACRE</u>
TOTAL OF VALUE ESTIMATE	=	<u>\$ 932,000.00</u>


Gene F. Manion, ASA
Appraiser

THE OHIO PUBLIC WORKS COMMISSION
65 East State Street, Suite 312, Columbus, Ohio 43215-4213

**OHIO
PUBLIC WORKS
FOR YOU**

COMMISSIONERS

Chair -
Steven E. Stivers

John L. Frola, Jr
Blair A. Hillyer
James F. Mears
William J. Schottenstein
James W. Sumner
Joseph B. Williams

DIRECTOR

W. Laurence Bicking

07/01/2002

John Brady
Director
Hamilton County Park District
10245 Winton Road,
Cincinnati, OH 45231-

Subdivision Code : 061-02037

Dear Mr. Brady,

Your request for financial assistance from the Ohio Public Works Commission has been approved for the project entitled **CAMPBELL ROAD RIPARIAN CORRIDOR ACQUISITION** in the amount of \$ 692,812. This **Grant** has been assigned project number **CBAAB**. Please use this number when calling or writing our office.

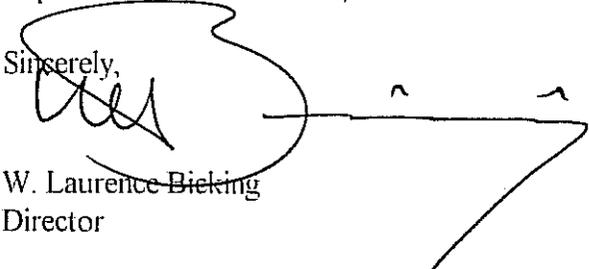
The enclosed Project Agreement defines **Hamilton County Park District's** responsibilities in accepting this financial assistance. Please review it carefully to ensure that the project has been accurately described and defined throughout the agreement's appendices. If any errors are found, or if any information needs to be updated, please contact us immediately.

Please execute the Project Agreement by signing both copies. **You must return one fully executed copy to the Commission within forty-five (45) days**, and retain the other for your files. This project may not proceed with acquisition, construction or purchase of materials, **until you have completed the following**: 1) returned one executed copy of the agreement to OPWC, 2) prepared and sent to OPWC a "Request to Proceed" 3) received approval from OPWC on your "Request to Proceed"

The Project Manager and Chief Financial Officer named in the agreement will each receive a separate mailing that explains their respective duties regarding project implementation. The Project Manager has also received a reference copy of the enclosed Project Agreement for their records. All of our project management related documents for the Clean Ohio Program are located at our Web page at www.pwc.state.oh.us. Once there, click on the link titled "**Clean Ohio Program**".

If you have any questions about any aspect of the program, please do not hesitate to call your Program Representative, **Rob White**, at 614/752-9344.

Sincerely,


W. Laurence Bicking
Director

cc: District Committee

614-466-0880
www.pwc.state.oh.us