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APPLICATION FOR THE CLEAN OHIO CONSERVATION FUND  
SUMMARY SHEET

CBCAB

APPLICANT: Hamilton County Park District CODE # 061-02037

DISTRICT NUMBER: 2 COUNTY: Hamilton DATE 4/01/05

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

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

PROJECT NAME: Oxbow Floodplain Acquisitions

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 10, 1, 4

- 10. Preserves or restores functioning flood plains.
  - 1. Protects habitat for rare, threatened and endangered species.
  - 4. Preserves high quality, viable habitat for plant and animal species.

ESTIMATED TOTAL

CLEAN OHIO CONSERVATION

PROJECT COST (from 1.1f): \$ 692,316.40 FUNDING REQUESTED: (from 1.2e) \$ 408,466.68

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>591,716.40</u>	_____
	Conservation Easement Purchase	\$ <u>591,716.40</u>	
	Easement Purchase	\$ _____	
	Other <u>Earnest Money</u>	\$ <u>.00</u>	
b.)	Planning and Implementation:	\$ <u>9,600.00</u>	_____
	Appraisal	\$ <u>2,950.00</u>	
	Closing Costs	\$ _____	
	Title Search	\$ _____	
	Environmental Assessments	\$ <u>950.00</u>	
	Survey	\$ <u>5,700</u>	
	Other Eligible Costs	\$ _____	
c.)	Construction or Enhancement of Facilities:	\$ <u>91,000 .00</u>	_____
d.)	Permits, Advertising, Legal:	\$ _____ .00	_____
e.)	Contingencies: (not to exceed 10% of total costs)	\$ _____ .00	_____
f.)	<b>TOTAL ESTIMATED COSTS:</b>	<b>\$ <u>692,316.40</u></b>	

1.2 PROJECT FINANCIAL RESOURCES:

(Round to Nearest Dollar and Percent)

	DOLLARS	%
a.) In-Kind Contributions (Please define) _____	\$ _____ .00	
b.) Applicant Contributions (Local Funds)	\$ <u>283,849.72</u>	<u>41%</u>
c.) Other Public Revenues		
Nature Works	\$ _____ .00	
Land Water Conservation Fund	\$ _____ .00	
Ohio Environmental Protection Agency	\$ _____ .00	
Ohio Water Development Authority	\$ _____ .00	
Community Development Block Grant	\$ _____ .00	
Ohio Department of Natural Resources	\$ _____ .00	
OTHER _____	\$ _____ .00	
d.) Private Contributions	\$ _____ .00	_____
<b>SUBTOTAL LOCAL RESOURCES:</b>	<b>\$ <u>283,849.72</u></b>	
e.) <b>CLEAN OHIO CONSERVATION FUND:</b>	<b>\$ <u>408,466.68</u></b>	<b><u>59%</u></b>
Funds from another NRAC	\$ _____ .00	_____
<b>SUBTOTAL CLEAN OHIO RESOURCES:</b>	<b>\$ <u>408,466.68</u></b>	_____
f.) <b>TOTAL FINANCIAL RESOURCES:</b>	<b>\$ <u>692,316.40</u></b>	<b><u>100%</u></b>

1.3 AVAILABILITY OF LOCAL FUNDS:

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

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**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: 45251

**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.

See Tables A and B for a cost breakdown on the three properties in this application.

## 2.0 Project Information

### 2.1 Brief Project Description

- A. **Specific Location:** The Jackson, Heinrich and Pope sites, which are referred to here as the Oxbow Floodplain sites, are located in the southwestern most portion of Hamilton County directly north of Shawnee Lookout and the Uhlmansiek Wildlife Sanctuary (UWS) on the Great Miami River. The sites are located in Miami Township along Lawrenceburg Road in the 45052 zip code. See attached map (Exhibit 1 & 2).
- B. **Project components:** This application includes two primary components: the fee simple purchase and restoration of the Jackson property, currently farmed, totaling approximately 74 acres, and the fee simple purchase of two small, linear sites, owned by Pope and Heinrich, totaling approximately 4.8 acres, (see Exhibit 2). The 74-acre Jackson site is a component of the riparian corridor along the Great Miami River. The 4.8 acre linear tracts will preserve open space and provide public access via a future multi-use trail. After purchase, farming will cease on the property and the HCPD staff will revegetate the site in wet prairie vegetation to create habitat and improve the riparian buffer.

The Jackson Tract is an important in-holding within the Oxbow Floodplain area. The HCPD and Oxbow Inc. own conservation easements on the surrounding 2,500 acres within this floodplain at the mouth of the Great Miami River. This acquisition would expand protected open space in the floodplain area.

The Heinrich and Pope properties, which make up a 4.8-acre corridor, are located on Lawrenceburg Road adjacent to the Jackson tract. This trail which would be aligned along this corridor would allow a large group of people to experience the Jackson site's amenities and unique ecosystem, while protecting its environmental integrity and cultural significance. See Exhibit 3 – USGS Map.

The three sites are located within the Great Miami River Watershed and the Great Miami Aquifer. The Oxbow floodplain provides needed rest and forage for thousands of waterfowl and shorebirds each spring and fall during migration. Early Native American cultures relied on the area's rich diversity of plants and animals, which are still present, for food and shelter.

By acquiring these sites, it would help to preserve wildlife, a floodplain area, riparian corridor, wetlands and will restore the site with native vegetation. The restoration plans are outlined in Section C. Access to the site will be provided by a future trail connecting Shawnee Lookout and Miami Whitewater Forest.

### C. Project Emphasis – Attachment A

The following text outlines site amenities as noted in Attachment A of the Clean Ohio Conservation Fund Grant Application.

#### OPEN SPACE

##### Woodland Habitat

- 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

The Jackson site's healthy riparian corridor and its location within the Oxbow floodplain serves as an ideal feeding habitat, spring and fall migration stop for birds, breeding, and in some cases, nesting area for numerous rare and endangered species. The riparian corridor on the site maintains a rich mix of native woodland including mature Sycamore, Silver Maple, Black Willow and Cottonwood trees. This natural area provides habitat for a wide variety of wildlife in the area.

This proposed project includes three properties. It is a significant component of a unique environment which is crucial to the health and vitality of the region's Federally and State Endangered species. The Federally Endangered Bald Eagle has been documented on the Jackson property numerous times in the past three to four years and provides vital habitat for its survival during migration. It is anticipated by environmental specialists that as the Bald Eagle population increases, more suitable land will be needed for them to thrive. The Jackson site is typical of one of these environments. The Jackson tract also has the needed habitat and is within the maternity range for the Federally endangered Indiana Bat. The nearby Fernald property in Ross, Ohio recently trapped an Indiana Bat in a similar habitat indicating they are in the area. The Jackson site also provides a rich habitat for many of Ohio's State Endangered species. The following State endangered bird species have been documented on and around the Jackson site and are native to this particular habitat. They include:

American bittern, *Botaurus lentiginosus*  
Bald eagle, *Haliaeetus leucocephalus*  
Northern harrier, *Circus cyaneus*  
Peregrine falcon, *Falco peregrinus*  
King rail, *Rallus elegans*  
Sandhill crane, *Grus canadensis*  
Common tern, *Sterna hirundo*  
Black tern, *Chlidonias niger*  
Yellow-bellied sapsucker, *Sphyrapicus varius*  
Loggerhead shrike, *Lanius ludovicianus*  
Golden-winged warbler, *Vermivora chrysoptera*  
Kirtland's warbler, *Dendroica kirtlandii*  
Lark sparrow, *Chondestes grammacus*

Osprey, *Pandion haliaetus*  
 Snowy egret, *Egretta thula*  
 Cattle egret, *Bubulcus ibis*

See Appendix A for a full list of birds of the Oxbow that rely on this habitat for their survival.

Rare species such as the Smooth Soft-Shell Turtle are also present on the site. To gain a better idea of other plant and animal species that are present on the site, an investigation will be completed by staff through a vascular plant study and covermapping of the site. It is anticipated that many plant species would also benefit by the protection of this greenspace. Glade Mallow, a rare plant already found on the site would be encouraged to expand its population size further through habitat restoration.

While the existing farming use attracts and feeds some wildlife species, much more can be done to promote biodiversity by restoring the farmland to natural areas. To improve the Jackson site's habitat within the surrounding farmed area, the HCPD will implement a restoration plan for the Jackson site. The plan includes replacing the existing farm field, approximately 65 acres, with prairie as well as and add reforestation to widen the existing riparian corridor. Plant species used in the prairie revegetation include a wet prairie seed mix which will not only provide added habitat for the existing wildlife in the area, but will also control the invasive Johnson Grass which would otherwise invade the site and surrounding farm fields. Once established, the prairie portions of site can be maintained with annual mowing or burning. A riparian buffer, approximately 150' in width, would be allowed to revert back to forest.

The HCPD is proposing the following restoration for the Jackson site. The Park District will purchase and install the prairie seed for this project and will contract with a farmer to assist with weed control and subsequent mowings. See Exhibit 4 – Habitat and Reforestation Map.

**The following is a cost breakdown of the revegetation on the Jackson Tract:**

Wet Prairie Seed Mix	\$1,200.00/acre	x 70 acres =	\$ 84,000.00
Herbicide Spraying prior to planting	\$ 27.00/acre	x 70 acres =	1,890.00
Seed Planting	\$ 16.00/acre	x 70 acres =	1,120.00
3 Bush Hoggings	\$19.00/acre x.3 = \$57.00	x 70 acres =	3,990.00
<b>TOTAL:</b>			<b>\$ 91,000.00</b>

Aquatic Habitat

- 5. Restores and preserves aquatic biological communities
- 7. Preserves or restores flood plain and stream side forest functions
- 8. Preserves or restores water quality
- 9. Preserves or restores natural stream channels

- X 10. Preserves or restores functioning flood plains
- X 11. Preserves or restores wetlands
- X 12. Preserves or restores stream side forests
- X 13. Preserves or restores other natural features that contribute to quality of life and state's natural heritage

The Oxbow Floodplain properties as a group, preserve an aquatic biological community. The most recent survey conducted by the Ohio Environmental Protection Agency stated that the portion of the Great Miami River near the Jackson site serves as a habitat for the State Endangered Blue Sucker and two Special Interest Species which include the Slenderhead Darter and the Mooneye. Beyond this significance, the sites are a piece of a larger interrelated floodplain/wetland system that is critical to the preservation of countless other fish, amphibians and other aquatic species. See Appendix B for a complete list of fish species found in the site's vicinity.

The Jackson tract lies entirely within the Oxbow floodplain and generally floods at least once a year for brief periods of time. The farm use on the site and the frequent flooding increases the magnitude of soil erosion. This erosion is harmful to the health of the Great Miami River which runs along the property's edge. The farming use on the site has historically increased the siltation in this area of the river. In addition to the back water from the Ohio River and the added siltation, some endangered and threatened fish species do not have the gravelly habitat needed to survive. The acquisition and restoration of the Jackson tract will improve aquatic habitat. The restoration on the site performed by the HCPD will significantly improve biodiversity, reduce erosion and will help the site filtrate and purify water more efficiently.

The three sites in this application are located within a floodplain/wetland environment that provides habitat to wetland specific plants and animals. The Park District also plans to perform soil excavations on the site to create vernal pools as additional breeding habitat for reptiles and amphibians.

The Jackson site is also part of a buffer for the nearby Oxbow area. By preserving this site it will further protect this delicate environment which serves as a habitat for many endangered and rare bird species.

The Jackson site has an existing riparian corridor which is 50 to 60 feet wide. The HCPD will encourage a natural process of tree reseeding within this site's riparian corridor to a minimum width of 150 feet. Adjacent conservation easement properties already have riparian corridor this width or wider.

By allowing this buffer to occur, it will increase the availability of this native habitat along the Great Miami River for wildlife. It will additionally prevent erosion runoff into the river and improve water quality.

The floodplain environment found on this site is critical to the health of the adjoining Oxbow area. Oxbow Inc. is a private non-profit group which is

dedicated to the preservation and restoration of this regional wetland area. Currently, Oxbow Inc. has protected approximately 1,000 acres near the mouth of the Great Miami River.

## **RIPARIAN CORRIDOR**

### **X 14. Fee simple acquisition of lands to provide access to riparian corridors or watersheds**

The three sites will be purchased through fee simple acquisition and will secure riparian areas for future enjoyment by the citizens of the region.

### **X 16. Reforestation of land**

### **X 17. Planting vegetation for filtration**

The HCPD will encourage the widening of the existing riparian corridor to a minimum of 150 feet to match the existing corridor within the conservation easement on the surrounding properties. By allowing revegetation to occur naturally, the trees will be better adapted to survive frequent flooding.

A wet prairie also will be planted on the remaining portion of the site to further help to sustain the riparian corridor on site by reducing or eliminating soil erosion from flood events and farming. Erosion will be reduced considerably due to the extensive planting that will occur after the site is purchased. This planting will also improve water filtration on site especially during flood events.

### **X 20. Acquisition of connecting corridors**

The Oxbow Floodplain properties will continue the Park District's and Oxbow Incorporated's efforts to preserve the Oxbow floodplain. If purchased, the floodplain area will total more than 2,575 acres of contiguous protected area in a sensitive environment. The Jackson tract is a significant in-holding in this vital area.

### **X 21. Supports comprehensive open space planning**

The Oxbow Floodplain tracts are a part of the 2002 HCPD Open Space Acquisition Plan. By acquiring this property it will not only preserve an environmentally sensitive site and purchase a significant in-holding, it will also provide a portion of the corridor needed to provide public access to the site.

**X\_22. Provides multiple recreational economic and aesthetic preservation benefits**

The HCPD's proposal to acquire and restore these properties will strengthen this portion of Hamilton County as an economic and environmental success story. The Oxbow represents a balance between income producing agriculture and protection of significant environmental assets. Restoration plans for this site will ensure that the area's aesthetic preservation and use as a wildlife habitat will be enhanced. Farming on the site will be ceased upon purchase.

This proposal project adds acreage that will be protected as greenspace. This has numerous benefits. First, flood control is reduced due to the preservation of floodplain as it serves as an area to catch floodwater. By preserving these sites, it reduces clean-up cost and property loss. Storm water infrastructure costs are also reduced because the water is naturally absorbed and additional storm water infrastructure is not needed.

Water quality on the site is also improved through proper stewardship of the site, which enhances recreation experiences and water purification costs.

Recreational opportunities are also made available to groups, such as bird watchers. There are presently many organized and unorganized groups that use the Oxbow site for bird watching. Research shows that avitourism is a popular activity in this country and that the average bird watcher spends more than \$350 annually on travel and related birdwatching paraphernalia, (Wiedner and Kerlinger, 1990). See Appendix C for a more complete list of economic benefits from bird watching.

**D. Define Terms of Easement**

RESTRICTIVE COVENANT -SELLER will agree to development restriction (to be included in the additional restrictions mentioned below) to restrict the development of any boat ramps, athletic/soccer fields, commercial topsoil stripping or gravel mining in the event that the BUYER/OPTIONEE is successful in their grant application. The SELLER also agrees that, in the event that the BUYER/OPTIONEE is successful in their grant application, the deed shall contain the following additional restrictive language "**Jackson, Pope, and Heinrich Properties - DECLARATION OF RESTRICTIONS**

*This Declaration of Restrictions is made on this day of transfer and has been inserted into this deed at the request of Hamilton County Park District (the "Grantee") with the intention to restrict future use of the property being conveyed by this deed.*

*Recitals:*

*A. Grantor owns certain property located in Hamilton, County, Ohio as more particularly described elsewhere in this deed (the "Property").*

*B. Hamilton County Park District applied for and has received a grant from the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("OPWC"), pursuant to Ohio Revised Code §164.20 et seq. (the "Grant"). In connection with Hamilton County Park District's application for the Grant, Hamilton County Park District proposed to use the Grant funds either for open space acquisition and related development or to protect and enhance riparian corridors, as set forth more specifically in its application.*

*C. As a condition to Hamilton County Park District's receipt of the Grant, Hamilton County Park District has agreed to restrict the use of the Property as set forth in this Declaration, with the intent that such restrictions run with the land.*

*NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor restricts Hamilton County Park District and its successors and assigns as owners of the Property, as follows:*

*§1. Use and Development Restrictions - Hamilton County Park District, for itself and its successors and assigns as owners of the Property, understand that the Property shall be subject to the following: Hamilton County Park District agrees to perpetually keep the Property in greenspace for the protection of hillside and forest areas included herein. Potential development of the Property will be for providing appropriate access for outdoor recreation and will be limited to improvements that do not harm said areas and will be planned, implemented and managed following best management practices.*

*§2. Perpetual Restrictions . The restrictions set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, OPWC. This Declaration and the covenants and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.*

*§3. Enforcement. If Hamilton County Park District, or its successors or assigns as owner of the Property, should fail to observe the covenants and restrictions set forth herein, the Grantee or its successors or assigns, as the case may be, shall pay to OPWC upon demand, as liquidated damages, an amount equal to the greater of (a) two hundred percent (200%) of the amount of the Grant received.*

*§4. Restriction on Transfer of the Property. Hamilton County Park District acknowledges that the Grant is specific to Hamilton County Park District and that OPWC's approval of Hamilton County Park District's application for the Grant was made in reliance on Hamilton County Park District's continued ownership and control of the Property. Accordingly, Grantee shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise encumber the Property without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.*

*§5. Separability. Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.*

*§6. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or*

*refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:*

*Hamilton County Park District 10245 Winton Road, Cincinnati, Oh. 45231*

*OPWC: Ohio Public Works Commission 65 East State Street Suite 312 Columbus, Ohio 43215 Attn: Director*

*§7. Governing Law. This Declaration shall be governed by, and construed in accordance with the laws of the State of Ohio.*

*IN WITNESS WHEREOF, the Grantor has caused this Declaration of Restrictions to be included as a part of the deed transferring title to the property to Hamilton County Park District.*

If the BUYER/OPTIONEE is not successful in the grant application or if it does not submit a grant application for funding consideration through the Clean Ohio Conservation Program, then the above italicized restrictive covenant will NOT be placed on this deed.

This information can also be reviewed in the Option Agreements which are located in the Land Appraisal section of this application.

#### **E. Extent of public access once project is completed**

The Jackson property will be open to the public daily from dawn to dusk, however to preserve the lands delicate ecological balance, visitor's would be advised to contact the HCPD rangers before their visit so the HCPD can manage the number of people on site at one time. The Oxbow Floodplain sites can be accessed via Lawrenceburg Road. The properties that surround this project are farmed and can only be accessed with the owner's permission. By securing these sites, it will allow the public access to this diverse environment.

### **2.2 Ownership/Management/Operation**

#### **Ownership**

The HCPD will purchase the Oxbow Floodplain properties through fee simple purchase.

#### **Management**

The HCPD will manage the sites for conservation of natural resource purposes with the possibility of limited passive recreation activities such as low impact nature trails, wildlife viewing and nature education programming.

#### **Maintenance/Operations**

The property will be maintained by standard land management and operational practices implemented by the Hamilton County Park District staff. The HCPD is

an experienced and successful steward of land and is currently responsible for successfully maintaining and operating 15,538 acres of parkland.

### Similar Experience

Below are five examples of previous fee simple land acquisitions which were similar to the Jackson, Pope and Heinrich acquisitions. In addition to this the HCPD has successfully completed over 70 fee simple land acquisitions in the past 10 years.

Previous similar Fee Simple Acquisitions – All the below projects were Clean Ohio projects which were similar to this application.

Beckmeyer, 136 acres

Campbell, 183 acres

Broadwell Woods, 70 acres

Fulton, 11 acres

Jansen, 30 acres

- 2.3 Purchase Contract:** The HCPD has signed an option agreement with the owners agreeing to sell the Oxbow Floodplain properties to the HCPD for the agreed upon amounts in this document. The HCPD is prepared to immediately move forward with the purchase once a contract with OPWC is executed.

### Part III. Compliance with State Criteria

1. Percentage of Clean Ohio matching funds necessary to complete project

75%     74 - 70%     69 - 65%     64 - 60%     <60%

The HCPD is requesting 59% of Clean Ohio Funding for the 2005 Funding year.

2. Level of collaborative participation: Participation means active involvement through in-kind services or funding.

local political subdivisions     State agencies     federal agencies

community organizations     conservation organizations

local business groups

3. OPWC Districts

Joint project in more than one district

Joint project in this district

Carries out an adopted community, watershed or other plan overlapping another district

4. Community benefits: Relative economic, social and recreational benefits

economic benefits

social/recreational

#### Economic Benefits

Research has shown that the acquisition of open space in highly developed areas will reduce infrastructure costs, decrease health related costs and increase property values. Open space and trees will reduce storm water management and water quality management cost by the open land absorbing much of the runoff caused by development. It also allows the water more time to filtrate through the greenspace to improve its water quality. The presence of preserved trees on site also creates a process called transpiration which helps to purify air quality in a county, which currently is in noncompliance with the Environmental Protection Agency. This process would help reduce air quality related health costs, such as treatment for lung cancer, asthma and other respiratory diseases that are common in Hamilton County.

### Social/Recreational Benefits

The approval of this application will enable the Park District to acquire a significant in- holding of the Oxbow floodplain. In addition to becoming a vital habitat, the site will preserve cultural heritage related to Native Americans and is a component of a significant recreation resources. This aquatic ecosystem provides an opportunity for residents to experience firsthand the benefits of this natural areas.

Points 5 – 7 are addressed previously in this application. See Above.

## Part IV. Compliance with Hamilton County Priorities

### 1. Community Planning – Greenspace plan elaborate

In November of 2002, the HCPD developed an open space acquisition plan to further the Park District's mission. One of the Park District's primary goals is to acquire greenspace in Hamilton County which will be preserved for future generations. The Oxbow Floodplain sites are a component of that plan and were targeted due to their location in the floodplain and connectivity to other protected land. The acquisition of the three properties will continue expansion of the protected Oxbow Floodplain area and improve the Great Miami River riparian corridor.

The HCPD's priority to preserve greenspaces in this county is reflected in the Hamilton County Planning Commission's Community Compass Report No. 16-6 "State of the county Report: Environment. It states that "Whereas past conservation efforts often focused on protecting individual pieces of land, emphasis is now being placed on the need to provide for green infrastructure. Green infrastructure provides a framework for creating an interconnected network of natural streams, conservation lands, working landscapes and other green spaces that support native species, maintain natural ecological processes, sustain air and water resources, and contribute to the health and quality of life for American's communities and people".

This acquisition will also comply with the EPA mandated and approved **Storm Water Management Program** prepared by HCPD.

In March 2003, HCPD completed this mandated program to outline HCPD stewardship practices utilized on all existing and newly acquired greenspaces. This program was approved by the OEPA in 2003 and presented the Park District with a five-year permit giving approval for projects occurring during that time. In return, the HCPD is required by law to implement all stewardship and development guidelines as set forth in HCPD's Storm Water Management Program to ensure the greenspaces are managed per the OEPA's standards.

This program outlines some major components that are a part of HCPD stewardship practices. They include: preserving open space; performing environmental assessments on potential acquisitions, reducing impervious surfaces on the site, and reforesting these lands.

Although the Park District officially began this program in 2003, it has been utilizing many of the practices long before this time. The Park District has been increasing acreage of protected greenspace for many years. In 1985, the Hamilton County Park District embarked on a program of identifying and removing paved surfaces, where possible. Since the beginning of this effort, approximately fifteen (15) acres of pavement have been removed.

The Park District also makes it a practice to remove buildings acquired with new properties unless they can be fitted to public use. Over the past twenty-five years, the Hamilton County Park District has removed eighty-six (86) structures.

Since the mid 1970's the Hamilton County Park District has been reducing the amount of park areas regularly mowed to create more buffer and wildlife habitat. In 1991, the Park District began a program to convert cultivated cropland into natural areas. In the past decade, approximately 150 acres of farmland have been converted into wetlands and 300 acres converted to prairie or meadow habitat. In all cases, native plant species were used. These plants were collected within a 150-mile radius of Hamilton County or raised in the Park District's native seed nursery. The use of native species improves the chance of plant survival. The use of prairie species has the additional benefit of a deep root system that maximizes soil retention and evapotranspiration thus reducing runoff. There are approximately 200 acres of farmland that the Park District plans to convert, mostly to prairie, during the next ten years.

**2. Natural Resource Viability: How important is the project to the viability of the natural resources affected by the project.**

***Protects a federally listed endangered species or biological community***

This property provides land which serves as a winter bird migration path and creates needed habitat for their feeding. Numerous bald eagles have been documented on the site in past years. The environment of this site is also suitable for the Indiana Bat which has been seen in the county.

***Protects 1-5 State Natural heritage Inventory (NHI) ranked rare species***

The site provides a needed habitat for numerous state endangered bird species which are noted in Section C of this application and one fish species, Blue Sucker. A complete list of Oxbow birds can also be found in the appendix.

**3. Project preserves or naturally restores steep hillsides with slopes greater than 20%:**

A corridor along the hike/bike corridor properties contain a strip of severely sloping topography. The HCPD will ensure that these slopes do not erode.

**4. Preserves or enhances undeveloped lands along viewsheds of major highway**

This property is visible from I-275 and Lawrenceburg Road. The preservation of this property will add to the aesthetic quality of the viewshed along these corridors.

## 5. Protection of highly erodible lands:

The majority of these site's acreage lie within a relatively flat floodplain area which floods frequently. The two predominant soil classifications are Jules silt loam, Ju and Stonelick fine sandy loam, St..

Both Ju and St soil classifications are similar in nature with some minor differences. Both classifications are from 0% to 2% slopes with well drained soils located on floodplains. Flooding can occur in these areas at any time of the year, but the Ju areas generally flood in spring and the St generally flood in spring, fall and winter months. All of these flood events are generally brief in nature.

The Ju classification is generally found in areas ranging in size from 10 to 2,500 acres. St soils are generally found in sizes ranging from 5 to 150 acres. Included in mapping area small areas of somewhat poorly drained Wakeland soils in low, level oxbows. Also included are narrow strips of Stonelick soils in slightly lower areas which is the case at this property.

Permeability is moderate to moderately rapid in these two classifications. Both classifications are suitable for crop lands, but are well suited to trees and to habitat for openland and woodland wildlife which is consistent with the HCPD's plans to create a wet prairie on the Jackson site.

The Pope and Heinrich sites being acquired for a future bike/hike trail has a Casco loam, CdF, and Jules silt loam, Ju classification. These tracts have a relatively flat corridor with a portion of the site exceeding 20% in slope. The CdF soils can range from 35% to 70% slopes. The soils are well drained and generally are located on slope breaks and between different terrace levels. Most areas are long and narrow. Permeability is moderate in the subsoil and the water capacity is low. This soil is mainly used as woodland which have deep rooted trees. The trail corridor would not be sited on this soil type, but rather the Ju soil classification. See Soil Survey map -(Exhibit 5).

6. **Readiness to proceed:** The HCPD has secured all the needed documents and has completed negotiations with the owners of the Jackson, Pope and Heinrich tracts. HCPD is ready to proceed immediately upon notice of acceptance of Clean Ohio Conservation funding.

See Exhibit 6 for Photographic Images of the site.

### 3.0 PROJECT SCHEDULE:\*

	BEGIN DATE	END DATE
3.1 Planning and Implementation:	<u>   /   /   </u>	<u>   /   /   </u>
3.2 Land Acquisition/Easements:	<u>6/1/05</u>	<u>6/1/06</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	Jack Sutton
	TITLE	Director
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 521-7275
	FAX	(513) 521-2606
	E-MAIL	jsutton@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 1/2 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.

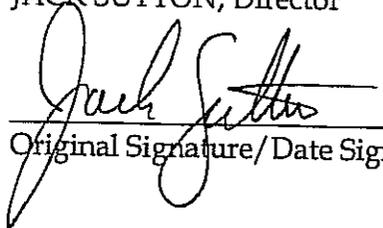
- [ X ] A certified copy of the authorization by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 6.0, Applicant Certification, below.
- [ X ] A certification signed by the applicant's chief 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.
- [ X ] 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.)
- [ X ] Identification of any participation by state agencies that will provide to this particular project and that will provide assistance with respect to the project.
- [ X ] Information concerning the coordination of the project among local political subdivisions, state agencies, federal agencies, community organizations, conservation organizations, and local business groups.
- [ X ] 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.
- [ X ] 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.

JACK SUTTON, Director



4/1/05

Original Signature/Date Signed

## ATTACHMENT A

### PROJECT EMPHASIS (Oxbow Floodplain Expansion Sites Tract)

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

- 2 1. Protects habitat for rare, threatened and endangered species
- \* 2. Increases habitat protection
- \* 3. Reduces or eliminates nonnative, invasive species of plants or animals
- 3 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
- 1 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
- \_\_\_ 19. Enhances educational opportunities and provides physical links to schools and after school centers
- 4 \_\_\_ 20. Acquisition of connecting corridors
- \* \_\_\_ 21. Supports comprehensive open space planning
- \* \_\_\_ 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

One (1) through four (4) indicate the project's primary components. Asterisks (\*) indicate strong elements involved within this project.

BOARD OF PARK COMMISSIONERS  
HAMILTON COUNTY PARK DISTRICT

March 17, 2005

RESOLUTION NO. 2508

CLEAN OHIO CONSERVATION PROGRAM

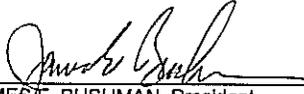
WHEREAS, the Board of Park Commissioners of the Hamilton County Park District, desires financial assistance under the Clean Ohio Conservation Program Funds, administered by the Ohio Public Works Commission.

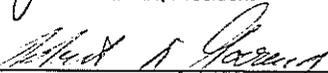
NOW, THEREFORE, BE IT RESOLVED, by the Board of Park Commissioners of the Hamilton County Park District, as follows:

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 Jack Sutton, 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



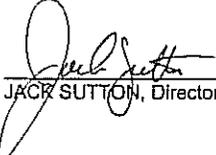
  
JAMES E. BUSHMAN, President

  
ROBERT A. GOERING, SR., Vice President

  
NANCY R. HAMANT, Vice President

ATTEST:

This 17<sup>th</sup> day of March, 2005

  
JACK SUTTON, Director

## CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS

March 30, 2005

I, Donald Rudler, Treasurer of the Hamilton County Park District, hereby certify that Hamilton County Park District has the amount of \$283,849.72 in the Land Acquisition Fund and that this amount will be used to pay the applicant revenues for the Oxbow Floodplain Acquisitions.

  
\_\_\_\_\_  
Donald Rudler, Treasurer

Option Agreement - Jackson Farm  
Approximately 72.79 Acres of fee simple plus a bicycle trail corridor  
March 18, 2005

This Option Agreement is by and between Michael L Jackson; Timothy J. Jackson; James A. Jackson; Patricia M. Heinrich and Mary C. Pleczonka with a mailing address of 2491 Lawrenceburg Road, North Bend, Ohio 45052-9753 ("SELLER") and the Board of Park Commissioners of the Hamilton County Park District or its assigns ("BUYER/OPTIONEE").

WITNESSETH:

For and in consideration of the sum of a total of \$2,000 per month payable in advance in three-month installments (OPTION FEES) to be paid by the BUYER/OPTIONEE, the receipt of which is hereby acknowledged, the SELLER hereby grants to the BUYER/OPTIONEE the exclusive right to purchase approximately 74.886 Acres of fee simple land including a bicycle trail corridor on the following described real estate. Said real estate shall be held exclusively for the BUYER/OPTIONEE for a one-year time. Said term commencing upon the date of the execution of this agreement by the SELLER ("OPTION FEES").

1. **PROPERTY DESCRIPTION:** All of the Hamilton County Auditor's Map as Plat Book 570-270- 4, 5, 9, 10 specifically excluding approximately 2.904 acres of frontage property (including all of the buildings on the property) that will remain in the SELLERS name with the sale being approximately 74.886 Acres more or less, of real property shown on (as shown on Attachment 1 map and specifically extending (from an acreage standpoint) to the east top of bank of the Great Miami River as it currently exists. The included bicycle trail corridor will be further defined/refined in the field in consultation with the SELLER, BUYER and BUYER'S surveying and engineering consultants or staff to position the bicycle trail at an elevation high enough to avoid annual floods but not too high so as to impact the family residential dwellings nearby. The survey of the Bike Trail corridor will anticipate a paved surface width of 12 feet and will include 3-foot berms on either side of the asphalt with 3:1 side slopes and all necessary storm water handling appurtenances within the sale area. The sale is anticipated to take place in two phases - phase one would include all of the rear property excluding the 5.0 acres of frontage. Shortly thereafter, a second sale (phase two) containing approximately 2.096 acres would take place under a sale/transfer between adjacent property owners. BUYER will employ a licensed surveyor to provide the survey for both transfers and will produce legal descriptions and plats for both the transfers including the bike Trail corridor. This survey acreage will be used in the calculations for the final calculated purchase price for both closings using the appraised \$7,500/acre figure ("REAL ESTATE").
2. **PRICE AND TERMS:** The execution by the BUYER/OPTIONEE of this Agreement shall constitute an offer to purchase the REAL ESTATE per the terms as stated in this Agreement and, SELLER shall sell the REAL ESTATE and the BUYER/OPTIONEE agrees to purchase the REAL ESTATE for \$7,500/acre for the Floodplain/Bike Trail Corridor portion of the property (PURCHASE PRICE) with acreage is as determined by the surveyor with all of the \$2,000 per month (OPTION FEES) being deducted at the closing.
3. **OPTION FEES:** If, during the OPTION PERIOD, BUYER/OPTIONEE exercises this Option Agreement the OPTION FEES are to be credited towards the PURCHASE PRICE. As a condition to this Agreement, BUYER/OPTIONEE intends to seek funding assistance through the Clean Ohio Conservation Program Fund as administered by the Ohio Public Works Commission for reimbursement of somewhere between 59-75% of the PURCHASE PRICE. BUYER will notify SELLER in writing of its decision to exercise this option or not as appropriate. Any OPTION FEES not utilized prorated to the day of

make any substantial alterations or repairs without the consent of the BUYER.

9. GRANT OF PERMISSION: SELLER hereby grants permission to BUYER/OPTIONEE'S environmental auditors for entry into the property.

10. RESTRICTIVE COVENANT -SELLER will agree to development restriction (to be included in the additional restrictions mentioned below) to restrict the development of any boat ramps, athletic/soccer fields, commercial topsoil stripping or gravel mining in the event that the BUYER/OPTIONEE is successful in their grant application. The SELLER also agrees that, in the event that the BUYER/OPTIONEE is successful in their grant application, the deed shall contain the following additional restrictive language "Jackson Property - DECLARATION OF RESTRICTIONS

*This Declaration of Restrictions is made on this day of transfer and has been inserted into this deed at the request of Hamilton County Park District (the "Grantee") with the intention to restrict future use of the property being conveyed by this deed.*

*Recitals:*

*A. Grantor owns certain property located in Hamilton, County, Ohio as more particularly described elsewhere in this deed (the "Property").*

*B. Hamilton County Park District applied for and has received a grant from the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("OPWC"), pursuant to Ohio Revised Code §164.20 et seq. (the "Grant"). In connection with Hamilton County Park District's application for the Grant, Hamilton County Park District proposed to use the Grant funds either for open space acquisition and related development or to protect and enhance riparian corridors, as set forth more specifically in its application.*

*C. As a condition to Hamilton County Park District's receipt of the Grant, Hamilton County Park District has agreed to restrict the use of the Property as set forth in this Declaration, with the intent that such restrictions run with the land.*

*NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor restricts Hamilton County Park District and its successors and assigns as owners of the Property, as follows:*

*§1. Use and Development Restrictions - Hamilton County Park District, for itself and its successors and assigns as owners of the Property, understand that the Property shall be subject to the following: Hamilton County Park District agrees to perpetually keep the Property in greenspace for the protection of hillside and forest areas included herein. Potential development of the Property will be for providing appropriate access for outdoor recreation and will be limited to improvements that do not harm said areas and will be planned, implemented and managed following best management practices.*

*§2. Perpetual Restrictions . The restrictions set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, OPWC. This Declaration and the covenants and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.*

*§3. Enforcement. If Hamilton County Park District, or its successors or assigns as owner of the Property, should fail to observe the covenants and restrictions set forth herein, the Grantee or its successors or assigns, as the case may be, shall*

- 14. **PROPERTY TAXES:** If this option has been executed and the option exercise by BUYER before June 1, 2005, the BUYER agrees to pay the second half 2004 tax bill (due in June 2005) on the 74.886 acres of real estate (the actual acreage will be surveyed) and all future real estate taxes on the purchase portion of the property. BUYER and SELLER will divide up the tax bill with SELLER continuing to pay the prorated share based upon the land/building tax duplicate values maintained by Hamilton County Auditors until such time as the cut-up is completed. BUYER will be responsible for the three years of CAUV recoupment taxes that will become due on the purchase of approximately 74.886 acres (final acreage to be determined by survey) of property and SELLER will be responsible for any CAUV recoupment taxes on their retained 2.904 acres of which CAUV recoupment taxes are only due on 1.904 acres (surrounding the 1.0 acre farmhouse). If this option is executed after June 1, 2005 the SELLER/BUYER will prorate the property taxes until the date the option is signed, after which BUYER will be responsible for the taxes on the 74.886 acres (the actual acreage will be surveyed) with the house and 2.904 acres dealt with as above.
- 15. **CROP RIGHTS -** BUYER agrees to permit SELLER to remove all crops planted in 2005 provided they are harvested during calendar year 2005. Any crops left in the field as of December 31, 2005 will be forfeited. BUYER and/or their assigns will hold SELLER harmless of any/all liabilities as a result of this continued farming/harvesting operation.
- 16. **EXPIRATION AND APPROVAL:** This AGREEMENT is null and void if not signed by the BUYER/OPTIONEE in writing on or before 5:00 o'clock (P.M.) CINCINNATI TIME, March, 25 2005. The SELLER has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.
- 17. **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 23, 2005:
- 18. **SURVEY COSTS:** BUYER will pay the cost of the survey necessary to produce the plats and the legal descriptions for this REAL ESTATE and the 5.0 acre residual parcel plat/description will be provided to the SELLER at no cost with all work to conform to the latest requirements by Hamilton County Engineers.

WITNESS: \_\_\_\_\_ SELLER: Michael L Jackson  
 Michael L Jackson  
 5770 Breezewood  
 Cincinnati, Oh. 45248

WITNESS: \_\_\_\_\_ SELLER: Timothy J Jackson  
 Timothy J. Jackson  
 2491 Lawrenceburg Road,  
 North Bend, Ohio 45052-9753

WITNESS: \_\_\_\_\_ SELLER: James A Jackson  
 JAMES A JACKSON

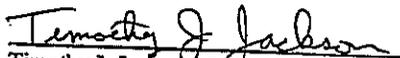
**ADDENDUM TO OPTION AGREEMENT  
FOR SALE AND PURCHASE OF REAL ESTATE**

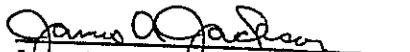
This Addendum, executed this 23<sup>rd</sup> day of March, 2005, between MICHAEL L. JACKSON, TIMOTHY J. JACKSON, JAMES A. JACKSON, PATRICIA M. HEINRICH and MARY C. PIECZONKA ("Sellers") and the BOARD OF PARK COMMISSIONERS OF THE HAMILTON COUNTY PARK DISTRICT ("Buyer/Optionee") agree as follows:

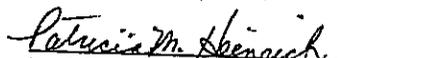
1. Recitals: Purchaser and Sellers executed an Option Agreement dated March 23<sup>rd</sup> 2005 (the "Agreement") for the purchase and sale of 74.886 acres in Miami Township, Hamilton County, Ohio and Purchaser and Sellers desire to amend the Agreement as provided herein.
2. Reservation of Easement: Sellers herein retain and reserve the right and easement over and through the 2.096 acre parcel described in the Phase Two sale for sewage, leach field and all drainage purposes. This reservation of easement shall be included as a separate paragraph at the end of paragraph 1 and as an exception to the General Warranty Deed as provided in paragraph 7.

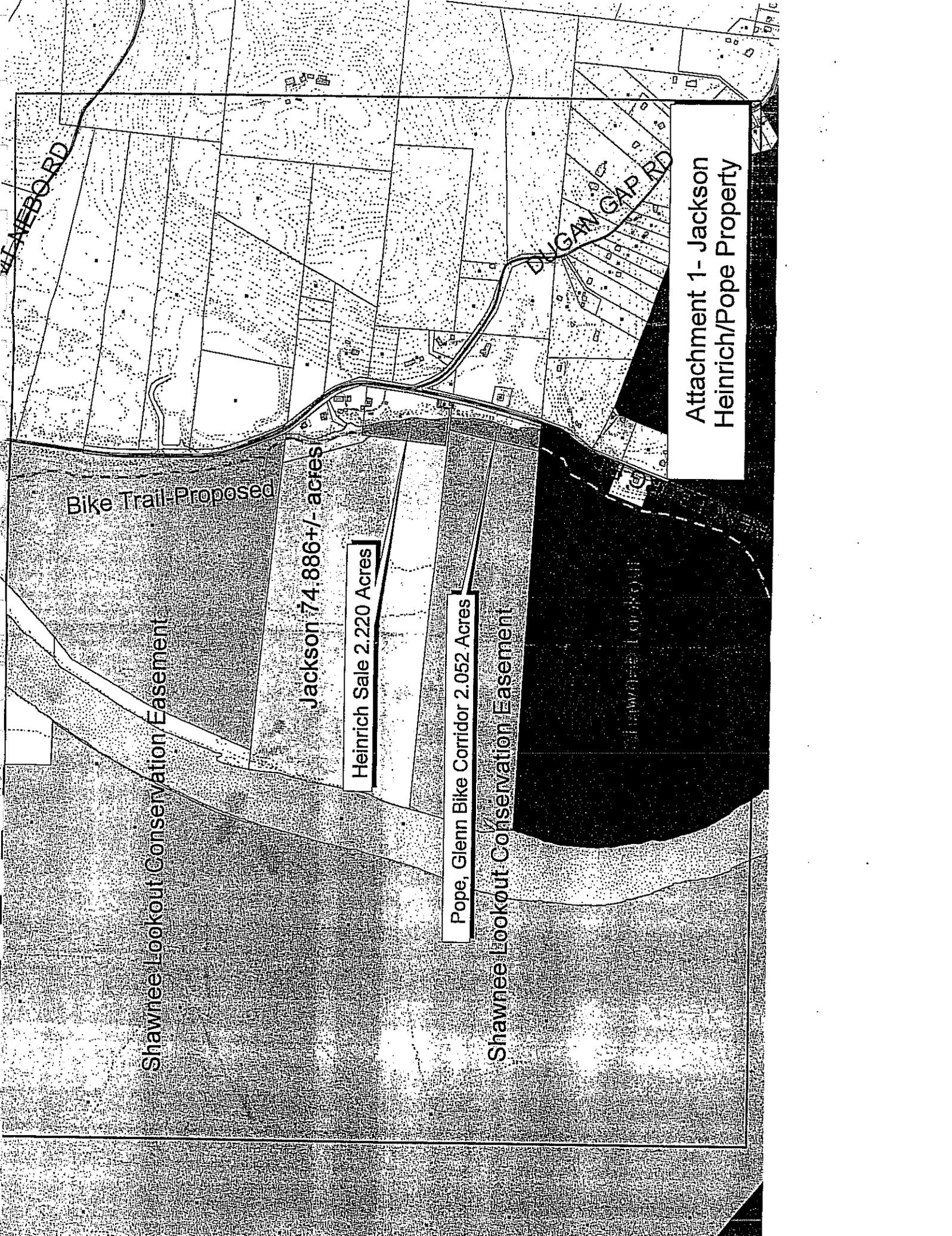
In all other respects, the original Option Agreement and this Addendum is hereby ratified and confirmed. All other terms, conditions and covenants of the Agreement not expressly changed herein shall remain in full force and effect.

  
\_\_\_\_\_  
Michael L. Jackson, Seller

  
\_\_\_\_\_  
Timothy J. Jackson, Seller

  
\_\_\_\_\_  
James A. Jackson, Seller

  
\_\_\_\_\_  
Patricia M. Heinrich, Seller



LAKEBOARD RD

DUGAN GAP RD

Attachment 1- Jackson  
Heinrich/Pope Property

Bike Trail-Proposed

Shawnee Lookout Conservation Easement

Jackson 74.886+/- acres

Heinrich Sale 2.220 Acres

Pope, Glenn Bike Corridor 2.052 Acres

Shawnee Lookout Conservation Easement

Shawnee Lookout

Option Agreement - Glenn Pope Property  
Approximately 2.052 Acres of fee simple for a bicycle trail corridor  
March 24, 2005

This Option Agreement is by and between Glenn L. Pope and Barbara A. Pope with a mailing address of 11597 Lawrenceburg Road, North Bend, Ohio 45052-9753 ("SELLER") and the Board of Park Commissioners of the Hamilton County Park District or its' assigns ("BUYER/OPTIONEE").

WITNESSETH:

For and in consideration of the sum of a total of \$100 per month payable in advance in three-month installments (OPTION FEES) to be paid by the BUYER/OPTIONEE, the receipt of which is hereby acknowledged, the SELLER hereby grants to the BUYER/OPTIONEE the exclusive right to purchase approximately 2.052 Acres of fee simple land including a bicycle trail corridor on the following described real estate. Said real estate shall be held exclusively for the BUYER/OPTIONEE for a one-year time. Said term commencing upon the date of the execution of this agreement by the SELLER ("OPTION FEES"),

1. **PROPERTY DESCRIPTION:** All of the Hamilton County Auditor's Map as Plat Book 570-0270-0012 specifically excluding the frontage property that will remain in the SELLERS name with the sale being approximately 2.052 Acres more or less, of real property shown on (as shown on Attachment 1 map. The included bicycle trail corridor will be further defined/refined in the field in consultation with the SELLER, BUYER and BUYER'S surveying and engineering consultants or staff to position the bicycle trail at an elevation high enough to avoid annual floods but not too high so as to impact the family residential dwellings nearby. Access to the farm fields included in this sale will be using the existing driveway being sold by the Jackson family members to the North and no access will be provided for the BUYER with this specific sale. The survey of the Bike Trail corridor will anticipate a paved surface width of 12 feet and will include 3-foot berms on either side of the asphalt with 3:1 side slopes and all necessary storm water handling appurtenances within the sale area. BUYER will employ a licensed surveyor to provide the survey for this transfer and will produce legal descriptions and plats for both the REAL ESTATE and the remainder parcel. This survey acreage will be used in the calculations for the final calculated purchase price for both closings using the appraised \$7,500/acre figure ("REAL ESTATE").
2. **PRICE AND TERMS:** The execution by the BUYER/OPTIONEE of this Agreement shall constitute an offer to purchase the REAL ESTATE per the terms as stated in this Agreement and, SELLER shall sell the REAL ESTATE and the BUYER/OPTIONEE agrees to purchase the REAL ESTATE for \$7,500/acre for the Floodplain/Bike Trail Corridor portion of the property (PURCHASE PRICE) with acreage is as determined by the surveyor with all of the \$100 per month (OPTION FEES) being deducted at the closing.
3. **OPTION FEES:** If, during the OPTION PERIOD, BUYER/OPTIONEE exercises this Option Agreement the OPTION FEES are to be credited towards the PURCHASE PRICE. As a condition to this Agreement, BUYER/OPTIONEE intends to seek funding assistance through the Clean Ohio Conservation Program Fund as administered by the Ohio Public Works Commission for reimbursement of somewhere between 59-75% of the PURCHASE PRICE. BUYER will notify SELLER in writing of its decision to exercise this option or not as appropriate. Any OPTION FEES paid will be prorated to the day of receipt by SELLER of BUYERS written notice and will become the property of SELLER. SELLER will return (within seven days) all OPTION FEES over paid (beyond the day of receipt of BUYERS written notice).
4. **OTHER CONTINGENCIES OR NOTES:** The SELLER grants permission to

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. SELLER

9. GRANT OF PERMISSION: SELLER hereby grants permission to BUYER/OPTIONEE'S environmental auditors for entry into the property.

10. RESTRICTIVE COVENANT -SELLER will agree to development restriction (to be included in the additional restrictions mentioned below) to restrict the development of any boat ramps, athletic/soccer fields, commercial topsoil stripping or gravel mining in the event that the BUYER/OPTIONEE is successful in their grant application. The SELLER also agrees that, in the event that the BUYER/OPTIONEE is successful in their grant application, the deed shall contain the following additional restrictive language "Pope Property -  
DECLARATION OF RESTRICTIONS

*This Declaration of Restrictions is made on this day of transfer and has been inserted into this deed at the request of Hamilton County Park District (the "Grantee") with the intention to restrict future use of the property being conveyed by this deed.*

*Recitals:*

*A. Grantor owns certain property located in Hamilton, County, Ohio as more particularly described elsewhere in this deed (the "Property").*

*B. Hamilton County Park District applied for and has received a grant from the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("OPWC"), pursuant to Ohio Revised Code §164.20 et seq. (the "Grant"). In connection with Hamilton County Park District's application for the Grant, Hamilton County Park District proposed to use the Grant funds either for open space acquisition and related development or to protect and enhance riparian corridors, as set forth more specifically in its application.*

*C. As a condition to Hamilton County Park District's receipt of the Grant, Hamilton County Park District has agreed to restrict the use of the Property as set forth in this Declaration, with the intent that such restrictions run with the land.*

*NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor restricts Hamilton County Park District and its successors and assigns as owners of the Property, as follows:*

*§1. Use and Development Restrictions - Hamilton County Park District, for itself and its successors and assigns as owners of the Property, understand that the Property shall be subject to the following: Hamilton County Park District agrees to perpetually keep the Property in greenspace for the protection of hillside and forest areas included herein. Potential development of the Property will be for providing appropriate access for outdoor recreation and will be limited to improvements that do not harm said areas and will be planned, implemented and managed following best management practices.*

*§2. Perpetual Restrictions . The restrictions set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, OPWC. This Declaration and the covenants and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.*

*§3. Enforcement. If Hamilton County Park District, or its successors or assigns as owner of the Property, should fail to observe the covenants and restrictions set forth herein, the Grantee or its successors or assigns, as the case may be, shall*

rendering it null and void. In the event of such occurrence, SELLER shall retain the OPTION FEE.

- 14. PROPERTY TAXES: BUYER and SELLER will prorate the tax bill with SELLER continuing to pay the prorated share based upon the land/building tax duplicate values maintained by Hamilton County Auditors until such time as the cut-up is completed. The CAUV recoupment will also be prorated on an acreage basis.
- 15. CROP RIGHTS - BUYER agrees to permit SELLER to remove all crops planted in 2005 provided they are harvested during calendar year 2005. Any crops left in the field as of December 31, 2005 will be forfeited. BUYER and/or their assigns will hold SELLER harmless of any/all liabilities as a result of this continued farming/harvesting operation.
- 16. EXPIRATION AND APPROVAL: This AGREEMENT is null and void if not signed by the BUYER/OPTIONEE in writing on or before 5:00 o'clock (P.M.) CINCINNATI TIME, March, ~~30~~ 2005. The SELLER has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy. *G.P.*
- 17. 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, April \_\_\_\_\_, 2005:
- 18. SURVEY COSTS: BUYER will pay the cost of the survey necessary to produce the plats and the legal descriptions for this REAL ESTATE and the 3.48 acre residual parcel plat/description will be provided to the SELLER at no cost with all work to conform to the latest requirements by Hamilton County Engineers.

WITNESS: \_\_\_\_\_

SELLER: *Glenn L. Pope*  
Glenn L Pope  
11597 Lawrenceburg Road  
North Bend, Ohio 45052-9753

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

SELLER: *Barbara A. Pope*  
Barbara A. Pope  
11597 Lawrenceburg Road  
North Bend, Ohio 45052-9753

WITNESS: \_\_\_\_\_

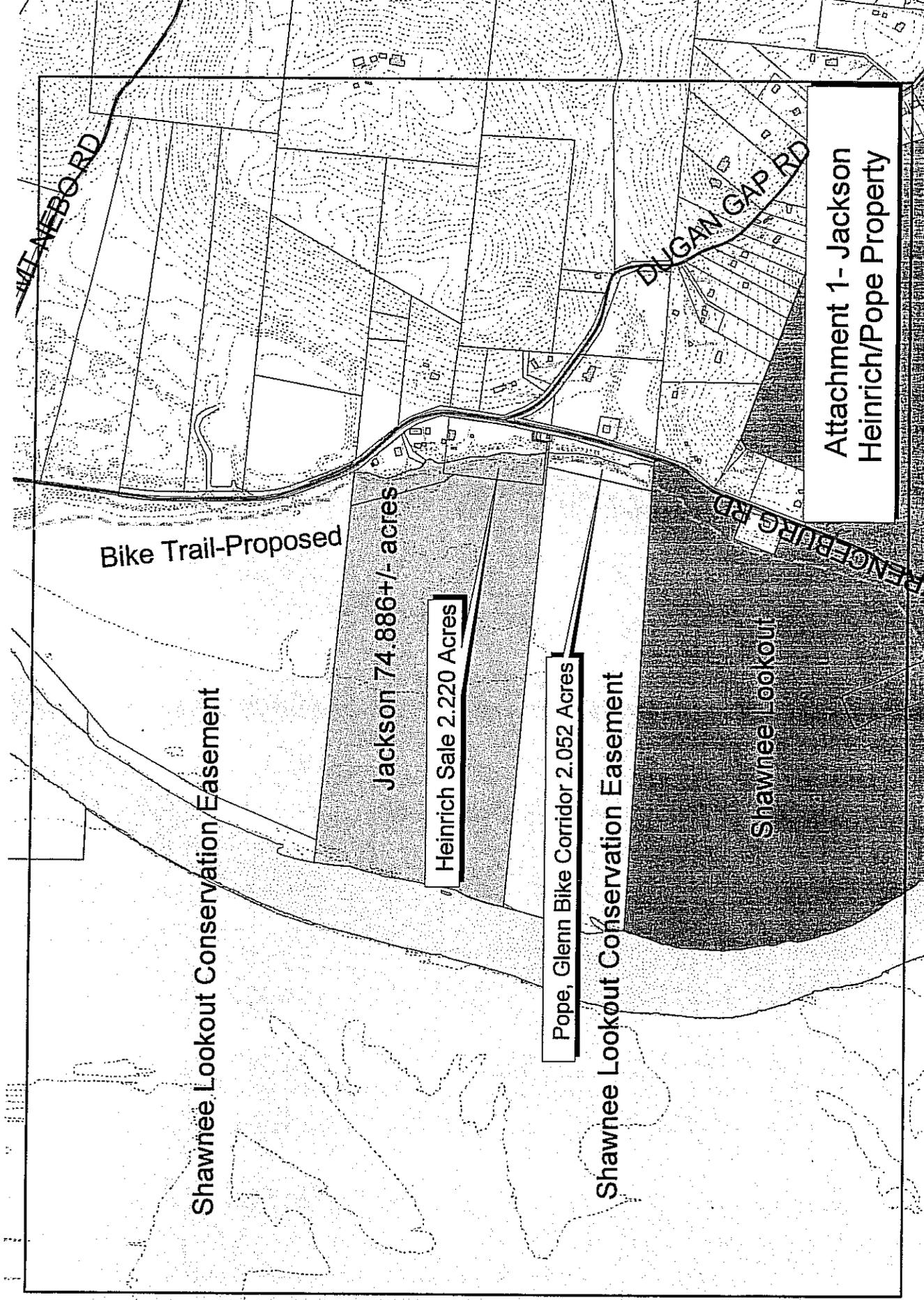
ACCEPTANCE by the BUYER: We hereby accept the above contract on this \_\_\_\_\_ day of \_\_\_\_\_ month, 2005 year \_\_\_\_\_ time.

WITNESS: \_\_\_\_\_

BUYER: \_\_\_\_\_  
Director

WITNESS: \_\_\_\_\_

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



Mt. NEBO RD

DUGAN GAP RD

PENCEBURG RD

Bike Trail-Proposed

Shawnee Lookout Conservation Easement

Jackson 74.886+/- acres

Heinrich Sale 2.220 Acres

Pope, Glenn Bike Corridor 2.052 Acres

Shawnee Lookout Conservation Easement

Shawnee Lookout

Attachment 1- Jackson  
Heinrich/Pope Property

Please sign and  
return 2 copies

Option Agreement - Heinrich Property  
Approximately 2.22 Acres of fee simple for a bicycle trail corridor  
March 21, 2005

This Option Agreement is by and between Patricia M. Heinrich with a mailing address of 2491 Lawrenceburg Road, North Bend, Ohio 45052-9753 ("SELLER") and the Board of Park Commissioners of the Hamilton County Park District or its' assigns ("BUYER/OPTIONEE").

WITNESSETH: .....

For and in consideration of the sum of a total of \$100 per month payable in advance in three-month installments (OPTION FEES) to be paid by the BUYER/OPTIONEE, the receipt of which is hereby acknowledged, the SELLER hereby grants to the BUYER/OPTIONEE the exclusive right to purchase approximately 2.22 Acres of fee simple land including a bicycle trail corridor on the following described real estate. Said real estate shall be held exclusively for the BUYER/OPTIONEE for a one-year time. Said term commencing upon the date of the execution of this agreement by the SELLER ("OPTION FEES"),

1. PROPERTY DESCRIPTION: All of the Hamilton County Auditor's Map as Plat Book 570-0270-0066 specifically excluding approximately 3.48 acres of frontage property (including all of the buildings on the property) that will remain in the SELLERS name with the sale being approximately 2.22 Acres more or less, of real property shown on (as shown on Attachment 1 map. The included bicycle trail corridor will be further defined/refined in the field in consultation with the SELLER, BUYER and BUYER'S surveying and engineering consultants or staff to position the bicycle trail at an elevation high enough to avoid annual floods but not too high so as to impact the family residential dwellings nearby. Access to the farm fields included in this sale will be through other property to either the South or the North and no access will be provided for the BUYER with this specific sale. The survey of the Bike Trail corridor will anticipate a paved surface width of 12 feet and will include 3-foot berms on either side of the asphalt with 3:1 side slopes and all necessary storm water handling appurtenances within the sale area. BUYER will employ a licensed surveyor to provide the survey for this transfer and will produce legal descriptions and plats for both the REAL ESTATE and the remainder parcel. This survey acreage will be used in the calculations for the final calculated purchase price ~~for both closings~~ using the appraised \$7,500/acre figure ("REAL ESTATE").

INITIAL  
PH  
3-23-05

2. PRICE AND TERMS: The execution by the BUYER/OPTIONEE of this Agreement shall constitute an offer to purchase the REAL ESTATE per the terms as stated in this Agreement and, SELLER shall sell the REAL ESTATE and the BUYER/OPTIONEE agrees to purchase the REAL ESTATE for \$7,500/acre for the Floodplain/Bike Trail Corridor portion of the property (PURCHASE PRICE) with acreage is as determined by the surveyor with all of the \$100 per month (OPTION FEES) being deducted at the closing.

3. OPTION FEES: If, during the OPTION PERIOD, BUYER/OPTIONEE exercises this Option Agreement the OPTION FEES are to be credited towards the PURCHASE PRICE. As a condition to this Agreement, BUYER/OPTIONEE intends to seek funding assistance through the Clean Ohio Conservation Program Fund as administered by the Ohio Public Works Commission for reimbursement of somewhere between 59-75% of the PURCHASE PRICE. BUYER will notify SELLER in writing of its decision to exercise this option or not as appropriate. Any OPTION FEES paid will be prorated to the day of receipt by SELLER of BUYERS written notice and will become the property of SELLER. SELLER will return (within seven days) all OPTION FEES over paid (beyond the day of receipt of BUYERS written notice).

4. OTHER CONTINGENCIES OR NOTES: The SELLER grants permission to

9. GRANT OF PERMISSION: SELLER hereby grants permission to BUYER/OPTIONEE'S environmental auditors for entry into the property.

10. RESTRICTIVE COVENANT -SELLER will agree to development restriction (to be included in the additional restrictions mentioned below) to restrict the development of any boat ramps, athletic/soccer fields, commercial topsoil stripping or gravel mining in the event that the BUYER/OPTIONEE is successful in their grant application. The SELLER also agrees that, in the event that the BUYER/OPTIONEE is successful in their grant application, the deed shall contain the following additional restrictive language "Heinrich Property - DECLARATION OF RESTRICTIONS

*This Declaration of Restrictions is made on this day of transfer and has been inserted into this deed at the request of Hamilton County Park District (the "Grantee") with the intention to restrict future use of the property being conveyed by this deed.*

*Recitals:*

*A. Grantor owns certain property located in Hamilton, County, Ohio as more particularly described elsewhere in this deed (the "Property").*

*B. Hamilton County Park District applied for and has received a grant from the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("OPWC"), pursuant to Ohio Revised Code §164.20 et seq. (the "Grant"). In connection with Hamilton County Park District's application for the Grant, Hamilton County Park District proposed to use the Grant funds either for open space acquisition and related development or to protect and enhance riparian corridors, as set forth more specifically in its application.*

*C. As a condition to Hamilton County Park District's receipt of the Grant, Hamilton County Park District has agreed to restrict the use of the Property as set forth in this Declaration, with the intent that such restrictions run with the land.*

*NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor restricts Hamilton County Park District and its successors and assigns as owners of the Property, as follows:*

*§1. Use and Development Restrictions - Hamilton County Park District, for itself and its successors and assigns as owners of the Property, understand that the Property shall be subject to the following: Hamilton County Park District agrees to perpetually keep the Property in greenspace for the protection of hillside and forest areas included herein. Potential development of the Property will be for providing appropriate access for outdoor recreation and will be limited to improvements that do not harm said areas and will be planned, implemented and managed following best management practices.*

*§2. Perpetual Restrictions . The restrictions set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, OPWC. This Declaration and the covenants and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.*

*§3. Enforcement. If Hamilton County Park District, or its successors or assigns as owner of the Property, should fail to observe the covenants and restrictions set forth herein, the Grantee or its successors or assigns, as the case may be, shall pay to OPWC upon demand, as liquidated damages, an amount equal to the greater of (a) two hundred percent (200%) of the amount of the Grant received.*

*§4. Restriction on Transfer of the Property. Hamilton County Park District acknowledges that the Grant is specific to Hamilton County Park District and that*

- 14. PROPERTY TAXES: If this option has been executed and the option exercise by BUYER before June 1, 2005, the BUYER agrees to pay the second half 2004 tax bill (due in June 2005) on the 2.22 acres of real estate (the actual acreage will be surveyed) and all future real estate taxes on the purchase portion of the property. BUYER and SELLER will divide up the tax bill with SELLER continuing to pay the prorated share based upon the land/building tax duplicate values maintained by Hamilton County Auditors until such time as the cut-up is completed. If this option is executed after June 1, 2005 the SELLER/BUYER will prorated the property taxes until the date the option is signed, after which BUYER will be responsible for the taxes on the 2.22 acres (the actual acreage will be surveyed) with the house and 3.48 acres dealt with as above.
- 15. CROP RIGHTS - BUYER agrees to permit SELLER to remove all crops planted in 2005 provided they are harvested during calendar year 2005. Any crops left in the field as of December 31, 2005 will be forfeited. BUYER and/or their assigns will hold SELLER harmless of any/all liabilities as a result of this continued farming/harvesting operation.
- 16. EXPIRATION AND APPROVAL: This AGREEMENT is null and void if not signed by the BUYER/OPTIONEE in writing on or before 5:00 o'clock (P.M.) CINCINNATI TIME, March, 25 2005. The SELLER has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.
- 17. 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 23, 2005:
- 18. SURVEY COSTS: BUYER will pay the cost of the survey necessary to produce the plats and the legal descriptions for this REAL ESTATE and the 3.48 acre residual parcel plat/description will be provided to the SELLER at no cost with all work to conform to the latest requirements by Hamilton County Engineers.

WITNESS: \_\_\_\_\_

SELLER: Patricia M. Heinrich  
 Patricia M. Heinrich  
 2491 Lawrenceburg Road,  
 North Bend, Ohio 45052-9753

WITNESS: \_\_\_\_\_

ACCEPTANCE by the BUYER: We hereby accept the above contract on this \_\_\_\_\_ day of \_\_\_\_\_ month, 2005, 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.)



November 26, 2004

Hamilton County Park District  
Attn: Rick Johnson  
10245 Winton Road  
Cincinnati, Ohio 45231

REF: Complete Appraisal of Rear 50 Acre Riverfront Parcel at 2491 Lawrenceburg Road, Miami Township, Ohio 45052

Dear Mr. Johnson:

Thank you for selecting Cornerstone Appraisal Corporation for your appraisal needs. As you requested, I have prepared the attached Summary Report of a Complete Appraisal for the purpose of estimating the Market Value of a Fee Simple Interest for the property referenced above in its "As Is" condition as of November 10, 2004. We also developed an opinion of value for a conservation easement restricting development on the site as of the same date. Our on-site visit was November 10, 2004. The function of the report is to aid you, the client, with a potential acquisition decision regarding the subject.

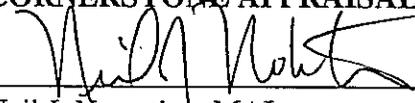
The subject of the appraisal is a 50 acre site that is bounded on the west side by The Great Miami River. This is bottomland subject to flooding and a portion of a larger parcel including a single-family home and outbuildings. These improvements sit on higher ground adjoining Lawrenceburg Road and were specifically excluded from the proposed acquisition and our appraisal. The majority of the subject land is currently used for agriculture.

The analysis and conclusions within the attached Summary Report are based upon field research, interviews with market participants, and publicly available data collected by the appraiser. The accompanying report has been prepared in accordance with the *Uniform Standards of Professional Appraisal Practice (USPAP)*. Included is a summary description and analysis of the real estate, all pertinent data, valuation methodology, supporting relevant exhibits, and Addenda to the attached report. This is a letter of transmittal and is not to be construed as an appraisal, but is only part of the report that follows.

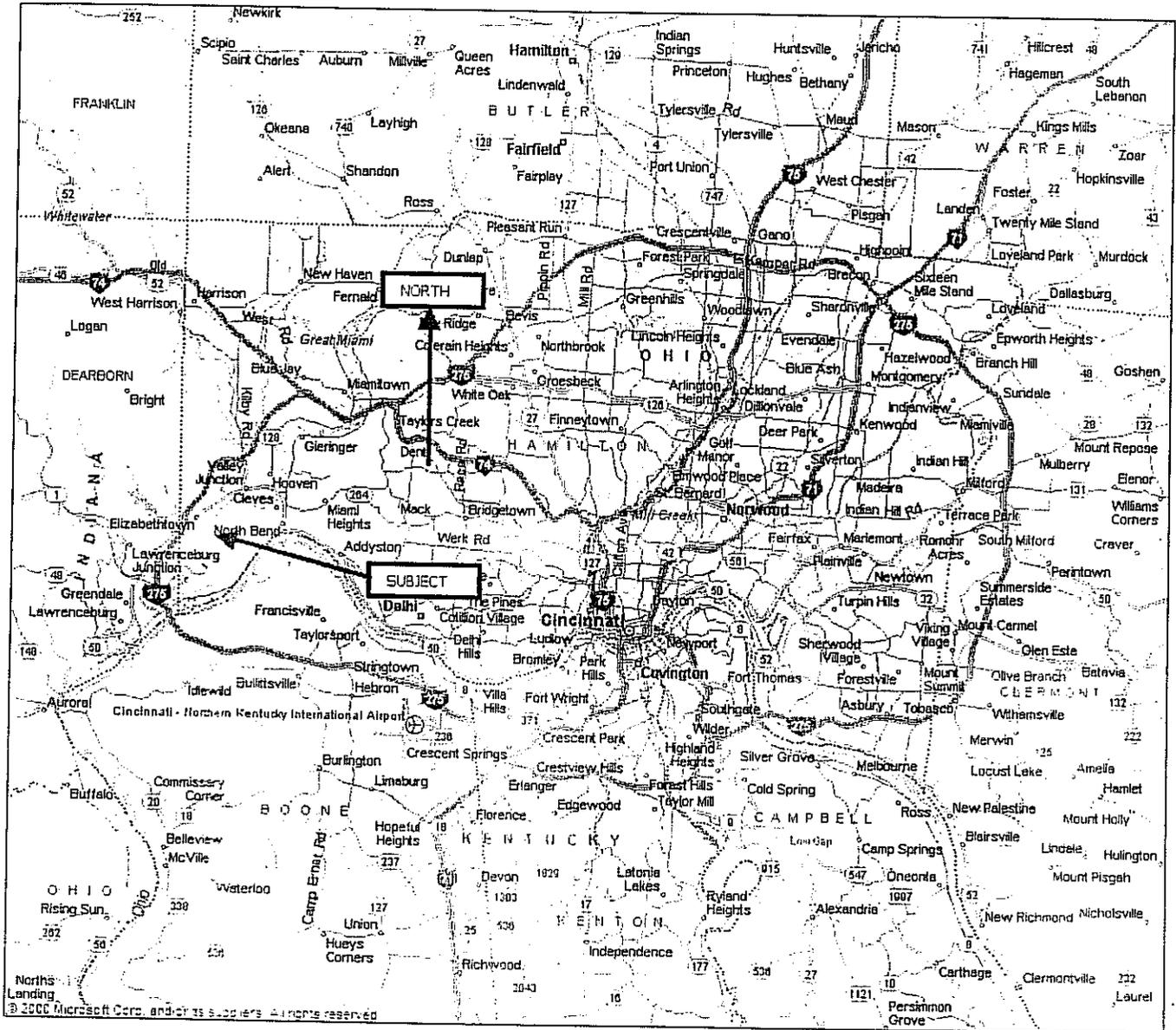
- My analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice and Code of Ethics adopted by the Appraisal Foundation and the Appraisal Institute.
- Neil Notestine has made a personal inspection of the property that is the subject of this report on November 10, 2004 and at other times.
- Neil Notestine meets the competency requirements necessary to appraise a property of this type. This is based on prior experience in appraising similar properties.
- No one provided significant professional assistance to the person signing this report.
- The appraiser performing and signing this appraisal report is certified by the State of Ohio. Neil J. Notestine's Ohio General Appraiser Certification number is 409111.
- Neil Notestine, MAI is currently certified under the continuing education program of the Appraisal Institute.

Respectfully submitted,

**CORNERSTONE APPRAISAL CORPORATION**

  
\_\_\_\_\_  
Neil J. Notestine, MAI

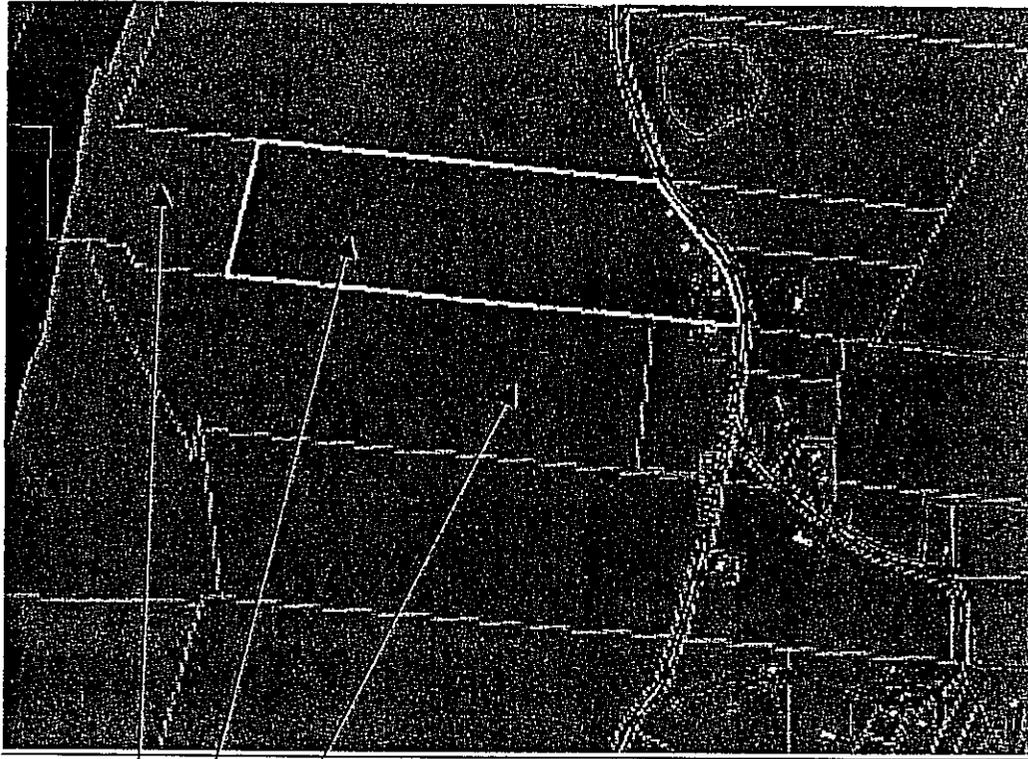
### REGIONAL LOCATION MAP



### CORNERSTONE APPRAISAL CORPORATION

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VOICE 513.772.4406 ■ FAX 513.772.4407  
EMAIL [service@cornerstoneappraisal.com](mailto:service@cornerstoneappraisal.com) ■ WEB [www.cornerstoneappraisal.com](http://www.cornerstoneappraisal.com)

## SUBJECT PLAT



SUBJECT

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flood plain and the cost of bringing in fill to raise a building pad out of flood risk. Gravel extraction is more likely based on active gravel mining in the area on similar land. We estimated that the easement would reduce the Fee Simple value by about 40% that reflects loss of sub-surface and some surface rights. This rate was supported by numerous historic easement transactions in the State of Ohio and Hamilton County. The value estimate for the conservation easement is:

$$\$7,500/\text{acre} \times 40\% \times 50 \text{ acres} = \$150,000$$

The following table summarizes our analysis:

### Before and After Value Estimates and Reconciliation

Value	Site	Site Improvements	Structures	Total
Before	\$375,000	\$0	\$0	\$375,000
After	\$225,000	\$0	\$0	\$225,000
Difference	\$150,000	\$0	\$0	\$150,000

Add Temporary Easement Value Estimates for Reconciliation \$0

**Total Value Estimate of Property Rights to be Acquired \$150,000**

Based upon various analyses, along with the Appraiser's knowledge of this real estate market, it is our opinion that the market value, for the **Fee Simple Estate** as of November 10, 2004, is ...

**\$375,000**

**THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS**

*an exposure and marketing period of 9-18 months would be expected based on this value estimate conclusion*

Based upon various analyses, along with the Appraiser's knowledge of this real estate market, it is our opinion that the market value, for the **conservation easement** as of November 10, 2004, is ...

**\$150,000**

**ONE HUNDRED FIFTY THOUSAND DOLLARS**

*an exposure and marketing period of 9-18 months would be expected based on this value estimate conclusion*

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8. The Appraiser has no knowledge of the existence of hazardous materials or conditions on or in the property unless otherwise stated under special conditions. No responsibility is assumed for any material or conditions, nor for any expertise or engineering knowledge required to discover such.
9. The Appraiser is not required to give testimony in court or before any judicial body unless arrangements have been previously made.
10. The Report is considered valid only for whom it was prepared and for the stated purpose and function. This Report shall not be used for syndication purposes.
11. No one other than the person or persons signing the Report prepared the analysis, conclusions and opinions concerning Real Estate set forth in such Report unless so noted.
12. The Appraiser assumes no liability with regards to interpretation of and compliance with requirements of the Americans with Disabilities Act, and whether or not the improvements are in compliance with said regulations.

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## CONDITION AND FUNCTIONALITY STATEMENT

The site has limited functionality due to flood risk. It is used for agriculture and there is the potential for gravel extraction. We are not aware, nor did we perform, any specific analysis of the gravel potential on the site. We base our comments and assumptions on the gravel extraction land in the immediate area.

The site is scenic due to its rural nature and proximity to the Great Miami River.

## ENVIRONMENTAL CONDITION STATEMENT

We did not observe any obvious contamination during our inspection and were not made aware of any contamination by the current owners. The property has been used for agriculture for some time and pesticides could be an issue. We recommend an appropriate expert be retained to assess this risk. We based our value opinion of the site as free of contaminants.

## PURPOSE, FUNCTION, AND SCOPE OF THE ANALYSIS

The purpose of the appraisal is to estimate within a reasonable range the "as is" market value of the Fee Simple Interest of the subject property as of November 10, 2004. We also developed an opinion of value for a conservation easement at the site as of the same date. The function of the appraisal is to assist the client in internal asset decisions regarding the subject including possible acquisition. The client is the Hamilton County Park District.

The scope of this assignment included performing the Sales Comparison approach. The Cost and Income approaches were not performed and not appropriate for the property due to lack of improvements on the site and lack of relevant land rental rates for this type of property. This is a Complete Appraisal and has been reported to you in a Summary format that is consistent with your needs.

In performing this appraisal, we:

1. Inspected the subject November 10, 2004, with other inspections subsequent to that date. We met with the owner's son, Mr. Mike Jackson, at the site.
2. Physically inspected the subject market and other similar markets in the Greater Cincinnati area to identify comparable data for our analyses.

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## CONSERVATION EASEMENT DEFINITION

Our understanding of the easement is that it would prohibit development on the site. We also understand that the natural contours of the site could not be changed, but that agricultural use would still be permitted. Mineral extraction would not be permitted.

## SUBJECT HISTORY

The subject has been in the same family for over 100 years. The subject area has been used for agriculture during that time.

We are not aware of any sales or listing of the subject in the last five years.

## REAL ESTATE TAXATION DATA

Ohio levies a real property tax against properties in the State based on an estimate of market value performed by the county in which the property is located. The tax amount is paid semi-annually, twelve months in arrears. The tax amount is calculated using a tax rate for the district in which the property is located multiplied by the assessed value/\$1000. The assessed value is 35% of market value.

The effective tax rate for the district in which the subject is located is \$45.37/\$1000 of assessed value. This rate equates to 1.59% of market value. Specific information regarding the subject is on the following table:

### Hamilton County Real Property Tax Detail

Parcel	Hamilton County Market Value			Hamilton County Assessed Value			Annual Taxes
	Land	Building	Total	Land	Building	Total	
570-0270-0004-00	\$75,100	\$59,400	\$134,500	\$9,800	\$20,790	\$30,590	\$1,365.64
570-0270-0009-00	\$54,600	\$0	\$54,600	\$1,670	\$0	\$1,670	\$75.78
	\$129,700	\$59,400	\$189,100	\$11,470	\$20,790	\$32,260	\$1,441.42

note: assessed value based on CAUV value, not market

The County's market value estimate is lower than our final opinion of value.

## REGIONAL AND NEIGHBORHOOD DESCRIPTION

The subject is located on the western edge of Hamilton County. Hamilton County is within the Cincinnati region. Hamilton County is central to the region and contains the city of Cincinnati. The Cincinnati region is generally healthy and expanding at a moderate

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supported by numerous transactions in Hamilton County. This percentage was multiplied by the Fee Simple value opinion to estimate the total value of the conservation easement.

## **FEE SIMPLE VALUE OPINION**

We developed the Fee Simple value opinion for the subject using the Sales Comparison method with other vacant sales in the area.

We researched a number of sources and a large number of sales to identify sales with good similarity to the subject. The unit of comparison was price/acre. Of those researched, we selected six for direct comparison.

A table summarizing the selected sales follows the Sale Location Map, Sale Photographs, and Sale Details on the following pages.

---

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In addition to these sales, we researched and are aware of several others in the area that transferred for higher unit prices, but were all superior because of lack of flood risk and better development potential.

Based on all the available information, we adopted a unit value opinion for the subject of \$7,500/acre. This reflects the features of the subject including flood risk, gravel potential, etc. It also was influenced by higher unit price sales nearby that had better exposure and access features. Our total Fee Simple value opinion is \$375,000 (\$7,500/acre x 50 acres).

**Fee Simple Value Opinion \$375,000**

## **CONSERVATION VALUE OPINION**

The Fee Simple value is generally comprised of surface, air, and sub-surface rights. Surface rights are typically development rights (construction of buildings), but also include agriculture, parks, recreation, etc. Air rights (above the level of typical developments in the area) are usually only valuable in urban setting. However, scenic values can be influenced by air rights even in a rural area. Sub-surface rights typically only have value in mining areas. Gravel extraction is common in this area and we have assumed gravel potential at the subject.

The rights purchased with the conservation easement include the right to development at the subject. The rear area has little development potential due to low-lying land in an area of periodic flooding. The amount of fill required to bring the development out of flood plain would make development financially infeasible. Therefore, the conservation easement has little impact on the rear area for development.

The easement will eliminate the ability to extract gravel from the site and this has value in the area as active mines in the area illustrate. The site is scenic and the easement will not alter this feature.

The owner will retain the right to farm the subject limited only by the potential bike path. We assumed the bike path will follow the river's edge and not adversely impact this use.

Based on the limitations imposed by the proposed conservation easement, we believe the subject property rights will be reduced by 33-50% including all sub-surface rights and a portion of the surface rights. We adopted 40% that falls within this range.

This adopted rate is supported by numerous easement transactions purchased by various public entities in the State of Ohio and specifically within Hamilton County.

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# ADDENDA

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## SUBJECT LEGAL DESCRIPTION

*or less, to the Big Miami River; thence, northwardly, following the meanderings of said river, to a point where the northerly line of a 32.50 acre tract of land conveyed to James T. Hayes (Deed Book 178, Page 167 and Deed Book 274, Page 242) intersects said river; thence, with the northerly line of said 32.50 acre tract, SOUTH 89° 00' EAST, 1691.84 feet, more or less, to a P.K. nail in the center line of said Lawrenceburg Road marking the northwest corner of a 6.091 acre tract (Auditor's Parcel 570-270-6); thence, with said center line, SOUTH 45° 22' 13" EAST, 417.24 feet to a P.K. nail, SOUTH 34° 12' 38" EAST, 97.94 feet to a P.K. nail, SOUTH 23° 43' 54" EAST, 166.15 feet to a P.K. nail, and SOUTH 2° 59' WEST, 52.31 feet to a P.K. nail marking the northwest corner of the above described 1.895 acre tract; thence, with the northerly line of a 5.7 acre tract (Auditor's Parcel 570-270-66), NORTH 89° 00' WEST, 400.00 feet; thence, with the westerly line of said tract, SOUTH 3° 23' WEST, 649.75 feet; thence, with the southerly line of said tract, SOUTH 89° 00' EAST, 306.56 feet, NORTH 1° 00' EAST, 91.00 feet; and SOUTH 89° 00' EAST, 93.71 feet to a point in the center line of said Lawrenceburg Road; and thence, with said center line, NORTH 5° 02' EAST, 206.79 feet to the point of beginning.*

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March 30, 2005

Hamilton County Park District  
Attn: Rick Johnson  
10245 Winton Road  
Cincinnati, Ohio 45231

REF: Complete Appraisal of Rear 2.052 Acre Parcel at 10597 Dugan Gap Road, Miami Township, Ohio 45052

Dear Mr. Johnson:

This letter outlines the results of my appraisal of the 2.052 acre parcel that lies just off the west side of Lawrenceburg Road at Dugan Gap. While this letter outlines my findings and conforms to the requirements for a Restricted Appraisal Report, it is not the final appraisal that will be reported in a Summary format and is to follow shortly.

**Property Identification:** The subject of the appraisal is 2.052 acres of low-lying (within 100 year flood plain) land off the west side of Lawrenceburg Road. It is part of a larger parcel that totals 33.527 acres with a single-family house. It does not include the road frontage that is at grade with Lawrenceburg Road. The single-family house associated with the site will not be affected and is not within the 2.052 acre subject site.

**Purpose, Scope, and Use:** We appraised the Fee Simple interest as of March 28, 2005. The Sales Comparison method was the only appropriate approach. The appraisal is to be used by Hamilton County Parks to support acquisition negotiations regarding the property.

**Effective Date of Value and Date of Report:** The date of value is March 28, 2005. The date of this Restricted report is March 30, 2005.

**Highest and Best Use:** Assemblage with adjoining low-lying acreage for agriculture, gravel extraction, or green space.

**Standard Conditions:** Attached.

**Qualifications:** Attached.

2.052 Vacant Site  
Rick Johnson  
March 30, 2005

ii

Restricted Report

**Ownership:** Hamilton County Auditor information reports the owner as Glenn and Barbara Pope. There have been no transfers in the prior three years and the property is not currently listed for sale to the best of our knowledge. We understand that Hamilton County Parks and the Popes have discussed the Parks acquisition of the site, but are unaware of any specific price.

**Discussion:**

The property has little utility on its own due to small size, irregular shape, and rough topography. The best use is assemblage with other parcels to create a functional property for agriculture, gravel extraction, or green space. We estimated the value of the property using this type of sales and larger parcels in the subject or similar markets.

We examined many sales and selected six for direct comparison to the subject. These sales had an unadjusted price range of \$4,400 - \$21,000/acre. Based on a comparison of features, we adopted \$7,500/acre for the subject that equates to \$15,390 for the 2.052 acre site. We rounded this to the next highest \$100 for a final value opinion of \$15,400.

Based upon various analyses, along with the Appraiser's knowledge of this real estate market, it is our opinion that the market value, for the **Fee Simple Estate** as of March 28, 2005, is ...

**2.052 ACRE VALUE OPINION \$15,400  
FIFTEEN THOUSAND FOUR HUNDRED DOLLARS**

The undersigned certify that, to the best of their knowledge and belief and except otherwise noted in the report:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results. The appraisal assignment was not based on a requested minimum valuation, a specific value, or the approval of a loan.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

PMB 190 ■ SUITE 341

11711 PRINCETON PIKE ■ CINCINNATI, OHIO 45246

VOICE 513.772.4406 ■ FAX 513.772.4407

EMAIL [service@cornerstoneappraisal.com](mailto:service@cornerstoneappraisal.com) ■ WEB [www.cornerstoneappraisal.com](http://www.cornerstoneappraisal.com)

2.052 Vacant Site  
Rick Johnson  
March 30, 2005

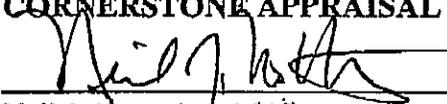
iii

Restricted Report

- My analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice and Code of Ethics adopted by the Appraisal Foundation and the Appraisal Institute.
- Neil Notestine has made a personal inspection of the property that is the subject of this report on March 25, 2005.
- Neil Notestine meets the competency requirements necessary to have in appraising a property of this type. This is based on prior experience in appraising properties similar to the subject.
- No one provided significant professional assistance to the person signing this report.
- The appraiser performing and signing this appraisal report is certified by the State of Ohio. Neil J. Notestine's Ohio General Appraiser Certification is number 409111.
- Neil Notestine, MAI is currently certified under the continuing education program of the Appraisal Institute.

Respectfully submitted,

**CORNERSTONE APPRAISAL CORPORATION**

  
Neil J. Notestine, MAI

## ASSUMPTIONS AND LIMITING CONDITIONS

The opinion of value expressed is the result of and is subject to the data and conditions described in detail in the accompanying Report.

The Appraisal is conditioned on the following normal assumptions:

1. Title to this property is assumed to be good, marketable; and there are no encumbrances that cannot be cleared through normal processes.
2. No responsibility is assumed by the Appraiser for matters that are legal or engineering in nature. Information and data provided by others are assumed to be accurate and dependable.
3. In determining the various sizes of the site and improvements, we have reviewed public data pertaining to the auditor's plat as well as our on-site measurements.

PMB 100 ■ SUITE 341

11/11 PRINCETON PIKE ■ CINCINNATI, OHIO 45248

VOICE 513.772.4405 ■ FAX 513.772.4407

EMAIL [service@cornerstoneappraisal.com](mailto:service@cornerstoneappraisal.com) ■ WEB [www.cornerstoneappraisal.com](http://www.cornerstoneappraisal.com)

2.052 Vacant Site  
Rick Johnson  
March 30, 2005

iv

Restricted Report

4. It is assumed that the property will be efficiently managed and that ownership is in responsible hands.
5. The information provided to us, both written and oral, is assumed to be correct and that the interpretation of the areas and type of finish are correct. Should the interpretation or the information provided be found to be incorrect relating to various aspects of the assignment, we should be informed immediately and we retain the right to modify the value estimate.
6. Possession of this Report or any copy thereof does not carry with it the right of publication. Disclosure of the contents of this Report is governed by the Bylaws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this Report (especially any conclusions as to value, the identity of the Appraiser or the firm with which the Appraiser is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication, without the prior written consent and approval of the author.
7. It is assumed that the subterranean soil conditions are capable of supporting current improvements and any other improvements that may be constructed on the site. Furthermore, the property is not affected by termite infestation or dry rot.
8. The Appraiser has no knowledge of the existence of hazardous materials or conditions on or in the property unless otherwise stated under special conditions. No responsibility is assumed for any material or conditions, nor for any expertise or engineering knowledge required to discover such.
9. The Appraiser is not required to give testimony in court or before any judicial body unless arrangements have been previously made.
10. The Report is considered valid only for whom it was prepared and for the stated purpose and function. This Report shall not be used for syndication purposes.
11. No one other than the person or persons signing the Report prepared the analysis, conclusions and opinions concerning Real Estate set forth in such Report unless so noted.
12. The Appraiser assumes no liability with regards to interpretation of and compliance with requirements of the Americans with Disabilities Act, and whether or not the improvements are in compliance with said regulations.





**EXPERIENCE AND QUALIFICATIONS OF  
NEIL J. NOTESTINE, MAI  
March 2005**

- Certifications:** General Appraiser - State of Ohio No. 409111  
General Appraiser - State of Kentucky 001692
- Designations:** MAI - The Appraisal Institute No. 11037  
GAA - National Association of Realtors No. 489
- Education:** MBA, Real Estate and Finance - The Ohio State University 1992  
Bachelor of Science, Industrial & Systems Engineering - The Ohio State University 1987
- Affiliations:** Member - Cincinnati, Ohio, and National Board of Realtors  
The Appraisal Institute
- Experience:** President of Cornerstone Appraisal Corporation (1996 - Present).  
  
Commercial and industrial appraisal with R. A. Jackson Appraisal in Cincinnati, Ohio (1992-1996).  
  
Business consulting with Andersen Consulting, Arthur Andersen & Co. for various industries and business issues (1987-1990).
- Services:** Real estate appraisal for lending, disposition, estate, charitable donations. Expert testimony for tax reduction, litigation, eminent domain. Consulting on partial interest value, site selection, project feasibility, appropriate lease rate, and zoning impact.
- Property Types:** Office (urban and suburban), industrial and warehouse buildings, retail of all sizes, apartment complexes, medical facilities, nursing homes, land, residential subdivision, and special use properties.
- Clients:** Attorneys, corporate and private owners, investors, lenders, government, others.
- Continuing Education:** The Appraisal Institute and the states of Ohio and Kentucky have continuing education requirements with which I am current.



March 30, 2005

Hamilton County Park District  
Attn: Rick Johnson  
10245 Winton Road  
Cincinnati, Ohio 45231

REF: Complete Appraisal of Rear 2.220 Acre Parcel at 2413 Lawrenceburg Road  
Miami Township, Ohio 45052

Dear Mr. Johnson:

This letter outlines the results of my appraisal of the 2.220 acre parcel that lies just off the west side of Lawrenceburg Road at Dugan Gap. While this letter outlines my findings and conforms to the requirements for a Restricted Appraisal Report, it is not the final appraisal that will be reported in a Summary format and is to follow shortly.

**Property Identification:** The subject of the appraisal is 2.220 acres of low-lying (within 100 year flood plain) land off the west side of Lawrenceburg Road. It is part of a larger parcel that totals 5.7 acres with a single-family house and several out-buildings. It does not include the road frontage that is at grade with Lawrenceburg Road. The single-family house (and other buildings) associated with the site will not be affected and are not within the 2.220 acre subject site.

**Purpose, Scope, and Use:** We appraised the Fee Simple interest as of March 28, 2005. The Sales Comparison method was the only appropriate approach. The appraisal is to be used by Hamilton County Parks to support acquisition negotiations regarding the property.

**Effective Date of Value and Date of Report:** The date of value is March 28, 2005. The date of this Restricted report is March 30, 2005.

**Highest and Best Use:** Assemblage with adjoining low-lying acreage for agriculture, gravel extraction, or green space.

**Standard Conditions:** Attached.

**Qualifications:** Attached.

2.220 Vacant Site  
Rick Johnson  
March 30, 2005

ii

Restricted Report

**Ownership:** Hamilton County Auditor information reports the owner as Patricia Heinrich. There have been no transfers in the prior three years and the property is not currently listed for sale to the best of our knowledge. We understand that Hamilton County Parks and Ms. Heinrich have discussed the Parks acquisition of the site, but are unaware of any specific price.

**Discussion:**

The property has little utility on its own due to small size, irregular shape, and rough topography. The best use is assemblage with other parcels to create a functional property for agriculture, gravel extraction, or green space. We estimated the value of the property using this type of sales and larger parcels in the subject or similar markets.

We examined many sales and selected six for direct comparison to the subject. These sales had an unadjusted price range of \$4,400 - \$21,000/acre. Based on a comparison of features, we adopted \$7,500/acre for the subject that equates to \$16,650 for the 2.220 acre site. We rounded this to the next highest \$100 for a final value opinion of \$16,700.

Based upon various analyses, along with the Appraiser's knowledge of this real estate market, it is our opinion that the market value, for the **Fee Simple Estate** as of March 28, 2005, is ...

**2.220 ACRE VALUE OPINION \$16,700**  
**SIXTEEN THOUSAND SEVEN HUNDRED DOLLARS**

The undersigned certify that, to the best of their knowledge and belief and except otherwise noted in the report:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results. The appraisal assignment was not based on a requested minimum valuation, a specific value, or the approval of a loan.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

PMB 190 ■ SUITE 341

11711 PRINCETON PIKE ■ CINCINNATI, OHIO 45246

VOICE 513.772.4406 ■ FAX 513.772.4407

EMAIL [service@cornerstoneappraisal.com](mailto:service@cornerstoneappraisal.com) ■ WEB [www.cornerstoneappraisal.com](http://www.cornerstoneappraisal.com)

2,220 Vacant Site  
Rick Johnson  
March 30, 2005

iii

Restricted Report

- My analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice and Code of Ethics adopted by the Appraisal Foundation and the Appraisal Institute.
- Neil Notestine has made a personal inspection of the property that is the subject of this report on March 25, 2005.
- Neil Notestine meets the competency requirements necessary to have in appraising a property of this type. This is based on prior experience in appraising properties similar to the subject.
- No one provided significant professional assistance to the person signing this report.
- The appraiser performing and signing this appraisal report is certified by the State of Ohio. Neil J. Notestine's Ohio General Appraiser Certification is number 409111.
- Neil Notestine, MAI is currently certified under the continuing education program of the Appraisal Institute.

Respectfully submitted,

**CORNERSTONE APPRAISAL CORPORATION**

  
Neil J. Notestine, MAI

## ASSUMPTIONS AND LIMITING CONDITIONS

The opinion of value expressed is the result of and is subject to the data and conditions described in detail in the accompanying Report.

The Appraisal is conditioned on the following normal assumptions:

1. Title to this property is assumed to be good, marketable; and there are no encumbrances that cannot be cleared through normal processes.
2. No responsibility is assumed by the Appraiser for matters that are legal or engineering in nature. Information and data provided by others are assumed to be accurate and dependable.
3. In determining the various sizes of the site and improvements, we have reviewed public data pertaining to the auditor's plat as well as our on-site measurements.

PMB 190 ■ SUITE 341

11711 PRINCETON PIKE ■ CINCINNATI, OHIO 45248

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2,220 Vacant Site

iv

Rick Johnson

March 30, 2005

Restricted Report

4. It is assumed that the property will be efficiently managed and that ownership is in responsible hands.
5. The information provided to us, both written and oral, is assumed to be correct and that the interpretation of the areas and type of finish are correct. Should the interpretation or the information provided be found to be incorrect relating to various aspects of the assignment, we should be informed immediately and we retain the right to modify the value estimate.
6. Possession of this Report or any copy thereof does not carry with it the right of publication. Disclosure of the contents of this Report is governed by the Bylaws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this Report (especially any conclusions as to value, the identity of the Appraiser or the firm with which the Appraiser is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication, without the prior written consent and approval of the author.
7. It is assumed that the subterranean soil conditions are capable of supporting current improvements and any other improvements that may be constructed on the site. Furthermore, the property is not affected by termite infestation or dry rot.
8. The Appraiser has no knowledge of the existence of hazardous materials or conditions on or in the property unless otherwise stated under special conditions. No responsibility is assumed for any material or conditions, nor for any expertise or engineering knowledge required to discover such.
9. The Appraiser is not required to give testimony in court or before any judicial body unless arrangements have been previously made.
10. The Report is considered valid only for whom it was prepared and for the stated purpose and function. This Report shall not be used for syndication purposes.
11. No one other than the person or persons signing the Report prepared the analysis, conclusions and opinions concerning Real Estate set forth in such Report unless so noted.
12. The Appraiser assumes no liability with regards to interpretation of and compliance with requirements of the Americans with Disabilities Act, and whether or not the improvements are in compliance with said regulations.

2.220 Vacant Site  
 Rick Johnson  
 March 30, 2005

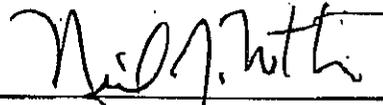
V

Restricted Report

## APPRAISER DISCLOSURE STATEMENT

In compliance with Ohio Revised Code Section 4763.12 (c)

1. Name of Appraiser: Neil J. Notestine
2. Class of Certification/Licensure:  Certified General  
 Licensed Residential  
 Temporary General License  
 Certification/Licensure Number: 409111
3. Scope: This report  is within the scope of my Certification or License  
 is not within the scope of my Certification or License
4. Service Provided By:  Disinterested & Unbiased Third Party  
 Interested & Biased Third Party  
 Interested Third Party on Contingent Fee Basis
5. Signature of person preparing and reporting appraisal

  
 \_\_\_\_\_  
 Neil J. Notestine, MAI

This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser.

State of Ohio  
 Department of Commerce  
 Division of Real Estate  
 Appraiser Section  
 Cleveland (216)787-31

PMB 190 ■ SUITE 341

11711 PRINCETON PIKE ■ CINCINNATI, OHIO 45246

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**EXPERIENCE AND QUALIFICATIONS OF  
NEIL J. NOTESTINE, MAI  
March 2005**

- Certifications:** General Appraiser - State of Ohio No. 409111  
General Appraiser - State of Kentucky 001692
- Designations:** MAI - The Appraisal Institute No. 11037  
GAA - National Association of Realtors No. 489
- Education:** MBA, Real Estate and Finance - The Ohio State University 1992  
Bachelor of Science, Industrial & Systems Engineering - The Ohio State University 1987
- Affiliations:** Member - Cincinnati, Ohio, and National Board of Realtors  
The Appraisal Institute
- Experience:** President of Cornerstone Appraisal Corporation (1996 - Present).  
  
Commercial and industrial appraisal with R. A. Jackson Appraisal in Cincinnati, Ohio (1992-1996).  
  
Business consulting with Andersen Consulting, Arthur Andersen & Co. for various industries and business issues (1987-1990).
- Services:** Real estate appraisal for lending, disposition, estate, charitable donations. Expert testimony for tax reduction, litigation, eminent domain. Consulting on partial interest value, site selection, project feasibility, appropriate lease rate, and zoning impact.
- Property Types:** Office (urban and suburban), industrial and warehouse buildings, retail of all sizes, apartment complexes, medical facilities, nursing homes, land, residential subdivision, and special use properties.
- Clients:** Attorneys, corporate and private owners, investors, lenders, government, others.
- Continuing Education:** The Appraisal Institute and the states of Ohio and Kentucky have continuing education requirements with which I am current.



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

FACSIMILE COVER SHEET  
TEL NO. (513) 728-3551 Ext.217  
FAX NO. (513) 521-2896

DATE:	March 28, 2005	FAX NO.	941-9307
TO:	Miami Township	PAGES:	4
ATTN:	Cindy		(including this cover sheet)
FROM:	Sally Bauer, Park Planner	PHONE	941-2466

**IF YOU HAVE ANY PROBLEM WITH THE RECEPTION OF THESE PAGES, PLEASE CONTACT US AT (513) 728-3551, EXT 264**

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

- Jackson Tract at 2491 Lawrenceburg Road and adjoining sites:
- Pope tract
- Heinrich Tract

(See attached project information describing the above project)

No Funds from Miami Township are involved in this project.

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

Should you have any questions, please contact Sally Bauer, Park Planner at 728-3551 extension 264.



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

FACSIMILE COVER SHEET  
TEL NO. (513) 728-3551 Ext.217  
FAX NO. (513) 521-2896

DATE:	March 15, 2005	FAX NO.	367-6622
TO:	Whitewater Township	PAGES:	3
ATTN:	Tim McDonald		(including this cover sheet)
FROM:	Sally Bauer, Park Planner		

**IF YOU HAVE ANY PROBLEM WITH THE RECEPTION OF THESE PAGES, PLEASE CONTACT US AT (513) 728-3551, EXT 264**

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

- Jackson Tract at 2491 Lawrenceburg Road and adjoining sites:
- Pope tract
- Heinrich Tract

(See attached project information describing the above project)  
No Funds from Whitewater Township are involved in this project.

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

Should you have any questions, please contact Sally Bauer, Park Planner at 728-3551 extension 264.



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

FACSIMILE COVER SHEET  
TEL NO. (513) 728-3551 Ext.217  
FAX NO. (513) 521-2896

DATE:	March 28, 2005	FAX NO.	(513) 946-4444
TO:	Board of Commissioners	PAGES:	7
ATTN:	Cindy Weltlauf, Grants Administrator		(including this cover sheet)
FROM:	Sally Bauer, Park Planner	PHONE	(513) 946-4400

**IF YOU HAVE ANY PROBLEM WITH THE RECEPTION OF THESE PAGES, PLEASE CONTACT US AT (513) 728-3551, EXT 264**

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 project:

**Oxbow Floodplain Acquisitions**

- Jackson Tract on Lawrenceburg Road
- Pope tract on Lawrenceburg Road
- Heinrich Tract on Lawrenceburg Road

**Whitewater Riparian Acquisitions**

- Alvis Tract
- Weitzel Tract
- Hoskin Tract

(See attached project information describing the above project)  
No Funds from Hamilton County are involved in this project.

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

Should you have any questions, please contact Sally Bauer, Park Planner at 728-3551 extension 264.

See Attached:

Letter  
2 Location Maps  
Whitewater Riparian Information  
Oxbow Floodplain Information

# BOARD OF TRUSTEES

MIAMI TOWNSHIP  
HAMILTON COUNTY, OHIO

CINDY OSER, CLERK  
P.O. BOX 98



## TRUSTEES

JOSEPH I. SYKES, JR.  
JACK E. RININGER  
PAUL E. BECK

Claves, Ohio 45002

March 30, 2005

PHONE: (513) 941-2438  
FAX: (513) 941-9307

Hamilton County Park District  
Attn: Jack Sutton  
10245 Winton Road  
Cincinnati, Ohio 45231

To whom it may concern:

The Board of Trustees approved at their regular session meeting on March 30, 2005 to support the Park District in purchasing the Jackson Tract which will remain as greenspace.

Sincerely,

Cindy Oser  
Clerk



# Whitewater Township Trustees



March 23, 2005

Hamilton County Park District  
10245 Winton rd  
Cincinnati, OH 45231

Re: 79 acres/ Oxbow Flood Plain Area

Dear Mr. Sutton,

The Whitewater Township Trustee's reviewed your proposal to apply for funds to purchase the above property to improve the riparian corridor along the Great Miami River and to further improve the Oxbow Flood Plain area.

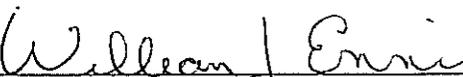
The Trustee's strongly support the application and it is consistent with our own efforts to preserve the flood plain area along the Whitewater River. We currently have completed a Township Park with river access and are working on two additional sites nearby.

If you have any questions, please don't hesitate to contact me.

Very truly

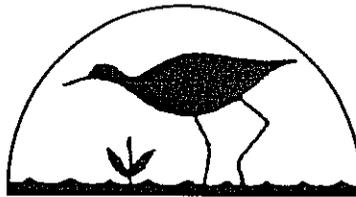
BOARD OF TRUSTEES OF WHITEWATER  
TOWNSHIP, HAMILTON COUNTY, OHIO

BY

  
William J. Ennis, Administrator  
(513) 367-5522

Cc Trustees  
Clerk  
Asst. Administrator

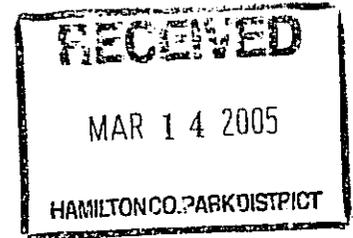




**OXBOW, Inc.**

FOUNDED 1985

P.O. BOX 43391 • CINCINNATI, OHIO 45243-0391  
513-851-9835



March 11, 2005

**BOARD OF DIRECTORS**

*Jeanne Bocklage*  
*Dennis Conover*  
*John Getzendanner*  
*Michael Kluesener*  
*Jerry Lipperi*  
*Dennis Mason*  
*Morris Mercer*  
*Kaniaulono H. Meyer*  
*Dr. Steven Pelikan*  
*Dr. Aaron Perlman*  
*Dwight Poffenberger*  
*Richard Pope*  
*Dr. Jon Seymour*  
*Suzanne Skidmore*  
*Dr. David Styer*  
*Mark Westrich*

**ADVISORY COUNCIL**

*C. Ronald Austing*  
*Mrs. Robert L. Black, Jr.*  
*Dr. John W. Ferner*  
*Leonard H. Fremont*  
*Dr. Jack Gottschang*  
*Charles Harper*  
*Dr. Stanley E. Hedeon*  
*Bill Hopple*  
*George Laycock*  
*Karl Maslowski*  
*John Miller*  
*Thane Maynard*  
*Valerie Pence*  
*Dr. Mary M. Riestenberg*  
*Jack Sutton*  
*Paul Wharton*  
*William Zimmerman*

**LEGAL COUNCIL**

*Tim Mara, Atty.*

Mr. Jack Sutton  
Director  
Hamilton County Park District  
10245 Winton Rd.  
Cincinnati, OH 45231

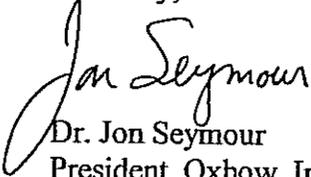
Dear Jack,

It has come to my attention that the Hamilton County Park District is considering applying for funding to purchase the Jackson Tract (approx. 73 acres) located in the floodplain of the Great Miami and Ohio Rivers. This tract represents a large hole in the effort to preserve the unique ecosystem that is the floodplain. As you are aware, Oxbow, Inc. is active in purchasing land in the floodplain on the Indiana side of the state line and has some holdings in the state of Ohio. The 800 members of Oxbow, Inc. currently own about 725 acres in Indiana and 25 acres in Ohio at the mouth of the Great Miami. We also hold conservation easements on 260 acres of floodplain in Indiana. 200 acres of these conservation easements are immediately adjacent to the conservation easements in the State of Ohio held by the Hamilton County Park District. It is the goal of Oxbow, Inc. to complete the purchase of the remaining private land of the floodplain that is east of I-275, south of Lost Bridge and west of the Indiana state line. If we achieve our goal we will have managed to secure 2500 continuous acres of floodplain between Oxbow, Inc. and the Hamilton County Park District. The purchase of the Jackson Tract by the Hamilton County Park District is a key part of this overall strategy that we share. I have included a map that shows our holdings and how they match with the holdings of the Hamilton County Park District.

As the former bed of the Deep Stage Ohio River and the bed of glacial melt water rivers, the floodplain of the Great Miami and Ohio Rivers is an ancient and important gathering area for thousands of migrating ducks and shorebirds. It serves as a major summer resting area for diving and wading birds and as a significant nesting area for wood ducks. In the winter the area serves as a hunting ground for wintering raptors. In the last year alone white pelicans were observed in both spring and fall migration, approximately 100 cormorants summered here and a minimum of 325 staged here prior to

migration, over 60 great egrets summered, bald eagles and Osprey were present in most months of the year fishing in the lakes and river, and local peregrine falcons hunted the skies over the floodplain. Over 280 species of birds and over 420 species of vascular plants have been identified in the floodplain ecosystem. Currently beaver actively call the floodplain their home and last week a river otter was spotted in the Oxbow Lake area. All these facts argue that the floodplain is a unique and valuable asset to both Hamilton County and to Dearborn County. It is worthy of our protection. We wish you every success in obtaining funding to acquire the Jackson Tract and, as always, we are willing to aid your work in anyway we can.

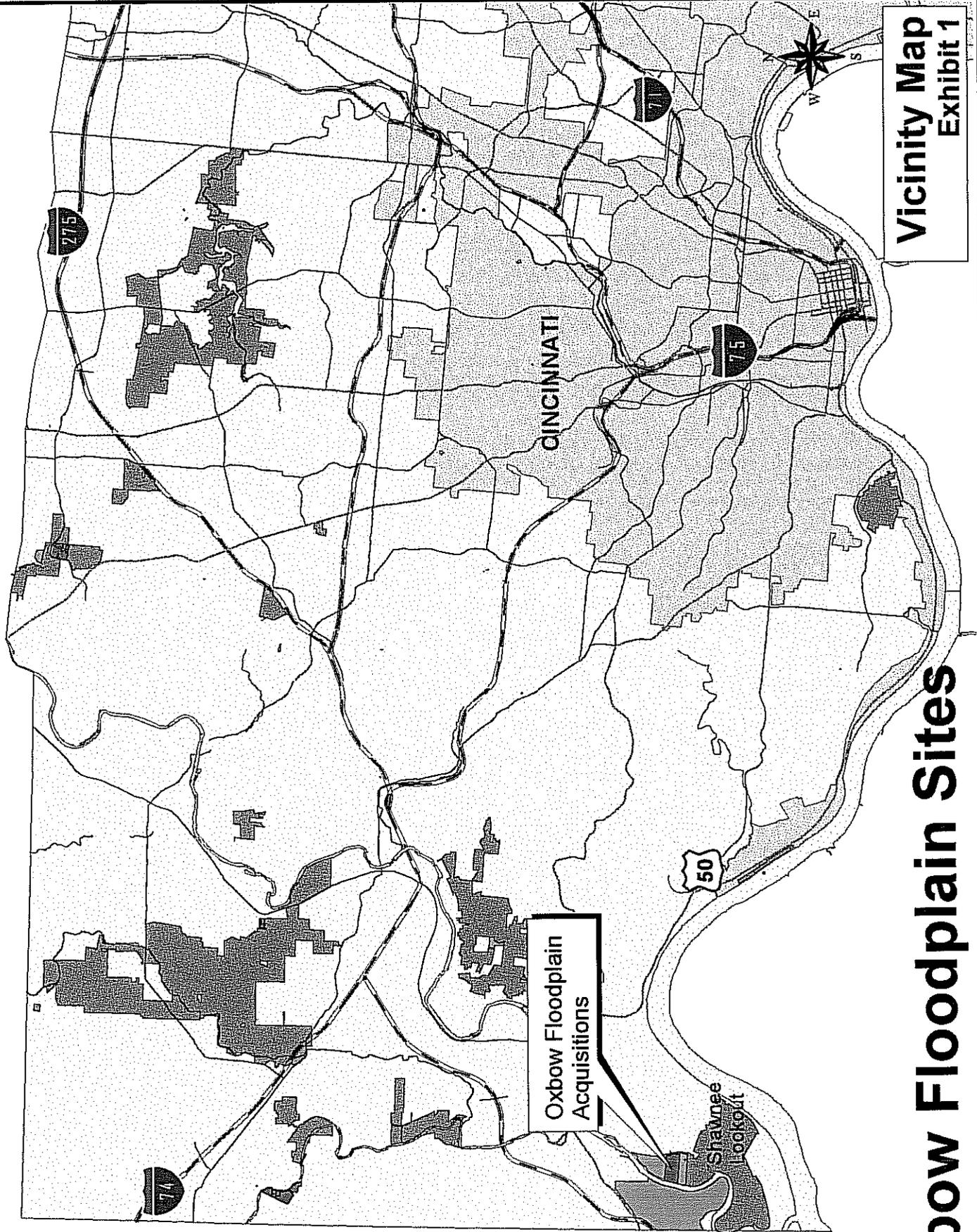
Sincerely,



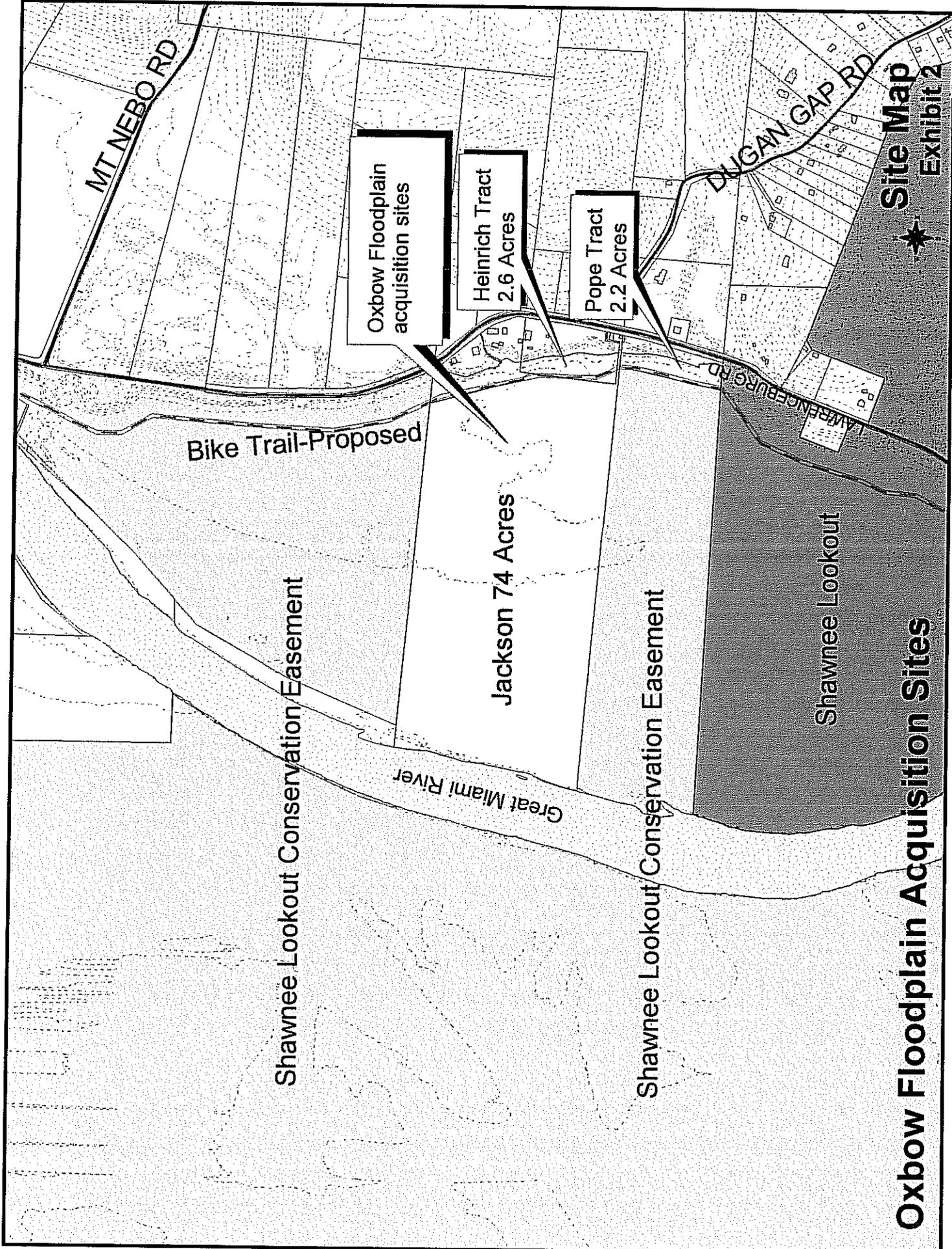
Dr. Jon Seymour  
President, Oxbow, Inc.



**Vicinity Map**  
Exhibit 1



**Oxbow Floodplain Sites**



Site Map  
Exhibit 2

**Oxbow Floodplain Acquisition Sites**

Shawnee Lookout  
Conservation Easement/  
Oxbow Floodplain

Jackson Tract  
74 Acres

Heinrich Tract  
2.6 Acres

Pope Tract  
2.2 Acres

Shawnee Lookout  
Conservation Easement/  
Oxbow Floodplain

Boat  
Ramp

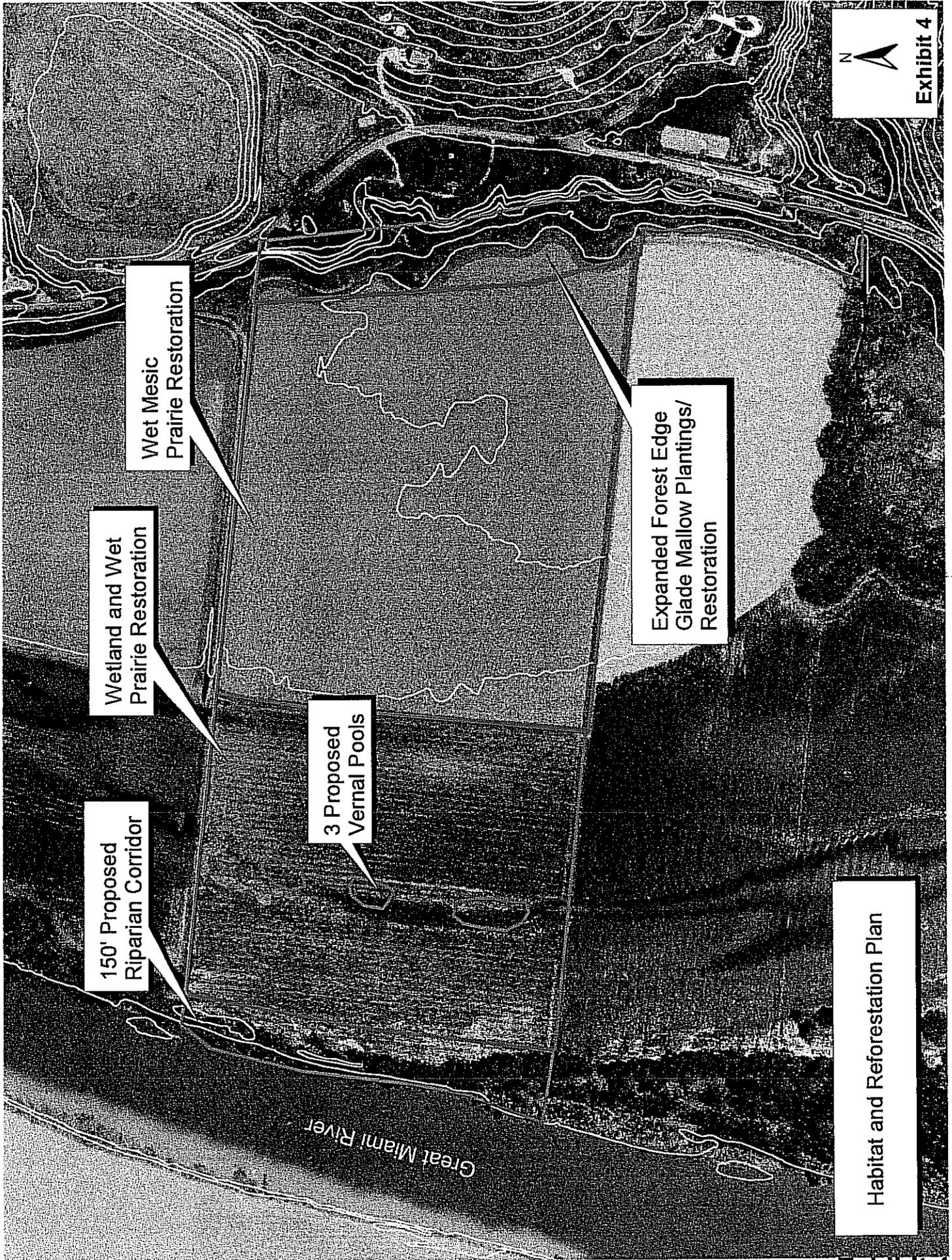
SHAWNEE LOOKOUT  
COUNTY PARK

Golf Course

# Oxbow Floodplain Site

USGS Map





150' Proposed  
Riparian Corridor

Wetland and Wet  
Prairie Restoration

Wet Mesic  
Prairie Restoration

3 Proposed  
Vernal Pools

Expanded Forest Edge  
Glade Mallow Plantings/  
Restoration

Habitat and Reforestation Plan

Exhibit 4

Exhibit 4



## Oxbow Floodplain Sites – Photographic Images



Standing in the northeastern portion of the site looking southwest into the farm fields. Lawrenceburg Road is directly behind the photographer. The Great Miami River and it's riparian corridor can be seen in the distance.



Standing in the eastern portion of the site looking north. Lawrenceburg Road is located to the right of the wooded area. The Great Miami riparian corridor can be seen in the far distance.



Looking north from the southeastern portion of the property parallel to Lawrenceburg Road. Flood water from the Great Miami can be seen here. Almost the entire site was flooded during this site visit so all pictures were taken near the road.



Looking north from the northeast/east portion of the property parallel to Lawrenceburg Road. Flood water from the Great Miami River is seen here. Lawrenceburg Road is to the right of the wooded area.



*Founded 1985*

PO Box 43391  
Cincinnati, OH 45243  
513-851-9835



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## Birds of the Oxbow

### **Loons**

Red-throated Loon  
Common Loon

### **Grebes**

Pied-billed Grebe  
Horned Grebe  
Red-necked Grebe

### **Pelicans & Allies**

American White Pelican  
Double-crested Cormorant

### **Hérons and Allies**

American Bittern  
Least Bittern  
Great Blue Heron  
Great Egret Snowy Egret  
Little Blue Heron  
Tricolored Heron

### **Buff-breasted Sandpiper**

Ruff  
Short-billed Dowitcher  
Long-billed Dowitcher  
Wilson's Snipe  
American Woodcock  
Wilson's Phalarope  
Red-necked Phalarope

### **Laughing Gull**

Franklin's Gull  
Little Gull  
Bonaparte's Gull  
Ring-billed Gull  
Herring Gull  
Iceland Gull  
Glaucous Gull  
Geat Black-backed Gull

### **Starlings**

European Starling

### **Pipits**

American Pipit

### **Waxwings**

Cedar Waxwing

### **Wood Warblers**

Blue-winged Warbler  
Golden-winged Warbler  
Tennessee Warbler  
Orange-crowned Warbler  
Nashville Warbler  
Northern Parula  
Yellow Warbler  
Chestnut-sided Warbler  
Magnolia Warbler  
Cape May Warbler

Cattle Egret	Caspian Tern	Black-throated Blue Warbler
Green Heron	Common Tern	Yellow-rumped Warbler
Black-crowned Night-Heron	Forster's Tern	Black-throated Green Warbler
Yellow-crowned Night-Heron	Least Tern	Blackburnian Warbler
White Ibis	Black Tern	Yellow-throated Warbler
<b>Ducks, Geese &amp; Swans</b>	<b>Doves &amp; Pigeons</b>	Pine Warbler
Greater White-fronted Goose	Rock Dove	Prairie Warbler
Snow Goose	Mourning Dove	Palm Warbler
Canada Goose	<b>Cuckoos</b>	Bay-breasted Warbler
Brant Mute Swan	Black-billed Cuckoo	Blackpoll Warbler
Trumpeter Swan	Yellow-billed Cuckoo	Cerulean Warbler
Tundra Swan	<b>Owls</b>	Black-and-white Warbler
Wood Duck	Barn Owl	American Redstart
Gadwall	Eastern Screech-Owl	Prothonotary Warbler
Eurasian Wigeon	Great Horned Owl	Worm-eating Warbler
American Wigeon	Snowy Owl	Ovenbird
American Black Duck	Barred Owl	Northern Waterthrush
Mallard	Short-eared Owl	Louisiana Waterthrush
Blue-winged Teal	<b>Goatsuckers</b>	Kentucky Warbler
Northern Shoveler	Common Nighthawk	Connecticut Warbler
Northern Pintail	<b>Swifts &amp; Hummingbirds</b>	Mourning Warbler
Green-winged Teal	Chimney Swift	Common Yellowthroat
Canvasback	Ruby-throated Hummingbird	Hooded Warbler
Redhead	<b>Kingfishers</b>	Wilson's Warbler
Ring-necked Duck	Belted Kingfisher	Canada Warbler
Greater Scaup	<b>Woodpeckers</b>	Yellow-breasted Chat
Lesser Scaup	Red-headed Woodpecker	<b>Tanagers</b>
Surf Scoter	Red-bellied Woodpecker	Summer Tanager
White-winged Scoter	Yellow-bellied Sapsucker	Scarlet Tanager
Black Scoter	Downy Woodpecker	<b>Towhees &amp; Sparrows</b>
Long-tailed Duck	Hairy Woodpecker	Eastern Towhee
Bufflehead	Northern Flicker	American Tree Sparrow
Common Goldeneye	Pileated Woodpecker	Chipping Sparrow
Hooded Merganser	<b>Flycatchers</b>	Field Sparrow
Common Merganser	Olive-sided Flycatcher	Vesper Sparrow
Red-breasted Merganser	Eastern Wood-Pewee	Lark Sparrow

Ruddy Duck	Yellow-bellied Flycatcher	Savannah Sparrow
<b>Vultures, Hawks &amp; Falcons</b>	Acadian Flycatcher	Grasshopper Sparrow
Black Vulture	Alder Flycatcher	Nelson's Sharp-tailed Sparrow
Turkey Vulture	Willow Flycatcher	Fox Sparrow
Osprey	Eastern Phoebe	Song Sparrow
Bald Eagle	Great Crested Flycatcher	Lincoln's Sparrow
Northern Harrier	Eastern Kingbird	Swamp Sparrow
Sharp-shinned Hawk	<b>Shrikes</b>	White-throated Sparrow
Cooper's Hawk	Loggerhead Shrike	Harris's Sparrow
Red-shouldered Hawk	<b>Vireos</b>	White-crowned Sparrow
Broad-winged Hawk	White-eyed Vireo	Dark-eyed Junco
Red-tailed Hawk	Yellow-throated Vireo	Lapland Longspur
Rough-legged Hawk	Blue-headed Vireo	Snow Bunting
Golden Eagle	Warbling Vireo	<b>Grosbeaks, Buntings &amp; Cardinals</b>
American Kestrel	Philadelphia Vireo	Northern Cardinal
Merlin	Red-eyed Vireo	Rose-breasted Grosbeak
Peregrine Falcon	<b>Jays &amp; Crows</b>	Blue Grosbeak
<b>Gallinaceous Birds</b>	Blue Jay	Indigo Bunting
Ring-necked Pheasant	American Crow	Dickcissel
Ruffed Grouse	<b>Larks</b>	<b>Blackbirds &amp; Orioles</b>
Wild Turkey	Horned Lark	Bobolink
Northern Bobwhite	<b>Swallows &amp; Martins</b>	Red-winged Blackbird
<b>Cranes &amp; Rails</b>	Purple Martin	Eastern Meadowlark
Yellow Rail	Tree Swallow	Rusty Blackbird
King Rail	Northern Rough-winged Swallow	Brewer's Blackbird
Virginia Rail	Bank Swallow	Common Grackle
Sora	Cliff Swallow	Brown-headed Cowbird
Purple Gallinule	Barn Swallow	Orchard Oriole
Common Moorhen	<b>Chickadees &amp; Titmice</b>	Baltimore Oriole
American Coot	Carolina Chickadee	<b>Finches</b>
Sandhill Crane	Tufted Titmouse	Purple Finch
<b>Shorebirds &amp; Gulls</b>	<b>Nuthatches</b>	House Finch
Black-bellied Plover	Red-breasted Nuthatch	Pine Siskin
American Golden-Plover	White-breasted Nuthatch	American Goldfinch
Wilson's Plover	<b>Creepers</b>	Evening Grosbeak
Semipalmated Plover	Brown Creeper	<b>Old World Sparrows</b>

Piping Plover	<b>Wrens</b>	House Sparrow
Killdeer	Carolina Wren	
American Avocet	House Wren	
Greater Yellowlegs	Winter Wren	
Lesser Yellowlegs	Sedge Wren	
Solitary Sandpiper	<b>Gnatcatches &amp; Kinglets</b>	
Willet	Golden-crowned Kinglet	
Spotted Sandpiper	Ruby-crowned Kinglet	
Upland Sandpiper	Blue-gray Gnatcatcher	
Hudsonian Godwit	<b>Thrushes</b>	
Marbled Godwit	Eastern Bluebird	
Ruddy Turnstone	Veery	
Red Knot	Gray-cheeked Thrush	
Sanderling	Swainson's Thrush	
Semipalmated Sandpiper	Hermit Thrush	
Western Sandpiper	Wood Thrush	
Least Sandpiper	American Robin	
White-rumped Sandpiper	Gray Catbird	
Baird's Sandpiper	<b>Mockingbirds &amp; Thrashers</b>	
Pectoral Sandpiper	Northern Mockingbird	
Dunlin	Brown Thrasher	
Stilt Sandpiper		

## Species List

River Code: 14-001	Stream: Great Miami River	Sample Date: 1995
River Mile: 3.90	Basin: Great Miami River	Date Range: 09/13/95
	Time Fished: 4690 sec	Drain Area: 5357.0 sq mi
	Dist Fished: 1.00 km	No of Passes: 2
		Thru: 10/04/95
		Sampler Type: A

Species Name / ODNR status	IBI Grp	Feed Guild	Breed Guild	Tol	# of Fish	Relative Number	% by Number	Relative Weight	% by Weight	Ave(gm) Weight
LONGNOSE GAR		P	M		1	1.00	0.25	1.10	0.66	1,100.00
MOONEYE [S]		I	M	R	3	3.00	0.74	0.47	0.29	157.33
GIZZARD SHAD		O	M		168	168.00	41.69	9.28	5.61	55.25
THREADFIN SHAD		O	M		1	1.00	0.25	0.00	0.00	1.00
SMALLMOUTH BUFFALO	C	I	M		6	6.00	1.49	5.05	3.05	840.83
QUILLBACK CARPSUCKER	C	O	M		1	1.00	0.25	0.01	0.00	8.00
RIVER CARPSUCKER	C	O	M		3	3.00	0.74	1.63	0.99	543.33
SILVER REDHORSE	R	I	S	M	1	1.00	0.25	2.05	1.24	2,050.00
GOLDEN REDHORSE	R	I	S	M	2	2.00	0.50	0.61	0.37	305.00
COMMON CARP	G	O	M	T	38	38.00	9.43	66.88	40.43	1,760.09
SILVER CHUB	N	I	M		2	2.00	0.50	0.01	0.00	4.00
EMERALD SHINER	N	I	S		50	50.00	12.41	0.12	0.07	2.32
SPOTFIN SHINER	N	I	M		2	2.00	0.50	0.01	0.01	7.00
BULLHEAD MINNOW	N	O	C		4	4.00	0.99	0.01	0.01	3.50
BLUNTNOSE MINNOW	N	O	C	T	1	1.00	0.25	0.00	0.00	1.00
COM. CARP X GOLDFISH	G	O		T	1	1.00	0.25	0.65	0.39	650.00
CHANNEL CATFISH	F		C		13	13.00	3.23	12.34	7.46	949.00
FLATHEAD CATFISH	F	P	C		3	3.00	0.74	0.85	0.51	281.67
WHITE BASS	F	P	M		15	15.00	3.72	6.19	3.74	412.40
STRIPED BASS	E	P	M		1	1.00	0.25	1.50	0.91	1,500.00
STR. BASS X WH. BASS	E				22	22.00	5.46	48.70	29.43	2,213.41
SMALLMOUTH BASS	F	C	C	M	5	5.00	1.24	0.28	0.17	56.00
SPOTTED BASS	F	C	C		1	1.00	0.25	0.00	0.00	2.00
LARGEMOUTH BASS	F	C	C		6	6.00	1.49	2.28	1.38	379.83
GREEN SUNFISH	S	I	C	T	1	1.00	0.25	0.00	0.00	2.00
BLUEGILL SUNFISH	S	I	C	P	10	10.00	2.48	0.34	0.21	34.40
LONGEAR SUNFISH	S	I	C	M	5	5.00	1.24	0.03	0.02	6.40
PUMPKINSEED SUNFISH	S	I	C	P	1	1.00	0.25	0.12	0.07	115.00
B'GILL X PUMPKINSEED					1	1.00	0.25	0.05	0.03	51.00
SAUGER	F	P	S		2	2.00	0.50	1.31	0.79	655.00
FRESHWATER DRUM			M	P	33	33.00	8.19	3.57	2.16	108.25
<i>Mile Total</i>					403	403.00		165.43		
<i>Number of Species</i>					28					
<i>Number of Hybrids</i>					3					

## Species List

River Code: 14-001 River Mile: 5.60	Stream: <b>Great Miami River</b> Basin: Great Miami River Time Fished: 6185 sec    Drain Area: 5356.0 sq mi Dist Fished: 1.00 km    No of Passes: 2	Sample Date: 1995 Date Range: 09/13/95 Thru: 10/18/95 Sampler Type: A
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Species Name / ODNR status	IBI	Feed	Breed		# of	Relative	% by	Relative	% by	Ave(gm)
	Grp	Grp	Grp	Tol	Fish	Number	Number	Weight	Weight	Weight
LONGNOSE GAR		P	M		2	2.00	0.17	1.21	0.46	604.50
MOONEYE [S]		I	M	R	11	11.00	0.92	1.84	0.69	166.91
SKIPJACK HERRING		P	M		3	3.00	0.25	0.05	0.02	16.33
GIZZARD SHAD		O	M		950	950.00	79.23	59.72	22.60	62.86
THREADFIN SHAD		O	M		1	1.00	0.08	0.01	0.00	10.00
BLUE SUCKER [E]	R	I	S	R	2	2.00	0.17	2.48	0.94	1,237.50
BLACK BUFFALO	C	I	M		4	4.00	0.33	8.26	3.13	2,065.00
SMALLMOUTH BUFFALO	C	I	M		3	3.00	0.25	2.40	0.91	798.33
QUILLBACK CARPSUCKER	C	O	M		1	1.00	0.08	0.89	0.33	885.00
RIVER CARPSUCKER	C	O	M		7	7.00	0.58	5.82	2.20	831.86
SILVER REDHORSE	R	I	S	M	8	8.00	0.67	12.81	4.85	1,601.25
GOLDEN REDHORSE	R	I	S	M	14	14.00	1.17	9.46	3.58	676.00
SHORHEAD REDHORSE	R	I	S	M	14	14.00	1.17	8.62	3.26	615.57
NORTHERN HOG SUCKER	R	I	S	M	10	10.00	0.83	1.72	0.65	171.60
COMMON CARP	G	O	M	T	30	30.00	2.50	70.47	26.67	2,348.83
SUCKERMOUTH MINNOW	N	I	S		1	1.00	0.08	0.00	0.00	2.00
EMERALD SHINER	N	I	S		28	28.00	2.34	0.09	0.03	3.04
SPOTFIN SHINER	N	I	M		4	4.00	0.33	0.00	0.00	0.50
CHANNEL CATFISH	F		C		45	45.00	3.75	50.48	19.10	1,121.84
FLATHEAD CATFISH	F	P	C		3	3.00	0.25	4.61	1.74	1,537.00
WHITE BASS	F	P	M		9	9.00	0.75	2.89	1.09	320.56
STR. BASS X WH. BASS	E				7	7.00	0.58	15.60	5.90	2,228.57
WHITE CRAPPIE	S	I	C		1	1.00	0.08	0.09	0.03	88.00
SMALLMOUTH BASS	F	C	C	M	3	3.00	0.25	0.77	0.29	257.33
BLUEGILL SUNFISH	S	I	C	P	1	1.00	0.08	0.07	0.02	65.00
LONGEAR SUNFISH	S	I	C	M	1	1.00	0.08	0.06	0.02	60.00
FRESHWATER DRUM			M	P	36	36.00	3.00	3.87	1.46	107.53
<i>Mile Total</i>					1,199	1,199.00		264.26		
<i>Number of Species</i>					26					
<i>Number of Hybrids</i>					1					

## Species List

River Code: 14-001 River Mile: 1.80	Stream: Great Miami River Basin: Great Miami River Time Fished: 5751 sec    Drain Area: 5370.0 sq mi Dist Fished: 1.05 km    No of Passes: 2	Sample Date: 1995 Date Range: 09/14/95 Thru: 10/04/95 Sampler Type: A
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Species Name / ODNR status	IBI Grp	Feed Guild	Breed Guild	Tol	# of Fish	Relative Number	% by Number	Relative Weight	% by Weight	Ave(gm) Weight
SKIPJACK HERRING		P	M		2	2.00	0.32	0.03	0.04	14.50
GIZZARD SHAD		O	M		149	144.73	23.10	6.21	8.51	42.46
THREADFIN SHAD		O	M		1	0.91	0.15	0.01	0.01	10.00
SMALLMOUTH BUFFALO	C	I	M		3	2.82	0.45	1.80	2.47	646.33
RIVER CARPSUCKER	C	O	M		6	5.64	0.90	0.55	0.75	93.50
COMMON CARP	G	O	M	T	32	30.91	4.93	45.75	62.72	1,479.90
EMERALD SHINER	N	I	S		207	195.64	31.22	0.38	0.52	1.95
SAND SHINER	N	I	M	M	1	0.91	0.15	0.00	0.00	1.00
BULLHEAD MINNOW	N	O	C		14	13.09	2.09	0.01	0.02	1.07
COM. CARP X GOLDFISH	G	O		T	1	1.00	0.16	0.85	1.17	850.00
CHANNEL CATFISH	F		C		6	5.91	0.94	1.57	2.15	267.67
WHITE BASS	F	P	M		22	21.64	3.45	3.96	5.43	181.96
STR. BASS X WH. BASS	E				15	13.82	2.21	1.84	2.53	134.00
WHITE CRAPPIE	S	I	C		5	4.64	0.74	0.42	0.58	92.60
SMALLMOUTH BASS	F	C	C	M	2	1.91	0.30	0.02	0.02	9.00
SPOTTED BASS	F	C	C		1	0.91	0.15	0.02	0.02	18.00
LARGEMOUTH BASS	F	C	C		3	2.82	0.45	1.49	2.04	544.33
GREEN SUNFISH	S	I	C	T	1	0.91	0.15	0.01	0.02	15.00
BLUEGILL SUNFISH	S	I	C	P	36	34.45	5.50	1.81	2.49	52.56
OR'GESPOTTED SUNFISH	S	I	C		1	1.00	0.16	0.02	0.03	20.00
LONGEAR SUNFISH	S	I	C	M	22	20.82	3.32	0.34	0.47	16.65
LONGEAR SF X B'GILL					1	1.00	0.16	0.07	0.10	70.00
SAUGER	F	P	S		6	5.82	0.93	2.18	2.98	381.83
SLENDERHEAD DARTER [S]	D	I	S	R	1	1.00	0.16	0.00	0.00	1.00
FRESHWATER DRUM			M	P	119	112.27	17.92	3.60	4.94	31.99
<i>Mile Total</i>					657	626.55		72.94		
<i>Number of Species</i>					22					
<i>Number of Hybrids</i>					3					

## Bucks from Birds: Economic Values of Bird-related Recreation

For birders, the thrill of birdwatching often comes in the sights, sounds, and serenity of spotting colorful migrants in a tranquil forest dawn. For others, the thrill of birdwatching comes in the birdwatcher's wallet! Wildlife-based recreation is big business, producing billions of dollars annually in taxes, sales, and salaries. Recent studies have determined that birdwatching and wildlife photography yield substantial economic benefits for communities near refuges and protected areas. Birders need binoculars, field guides, maps, film, and other gear. On a typical weekend they might fuel up the car, drive to the Refuge, buy lunch at a local diner, and spend the night in a motel. And when they get home, they fill up the bird feeder. All of these things cost money, that annually adds up to billions of dollars for the birds!

Birds should be seen as natural and economic attractions, and their habitats should be seen not as economic dead-zones but as fertile investments. Listed below are several facts related to the economic impacts of birdwatchers. The numbers will amaze you!

- In the United States in 1991, an estimated 65 million people fed birds, and 54 million reported watching wildlife around their homes. Of these, about 51 million (94%) were "backyard" birdwatchers. (USDI Survey, 1993)
- Each year, nongame wildlife appreciation in the United States generates a total economic return of \$20 billion (USDI Survey, 1993). The largest part is contributed by bird enthusiasts.
- A total of \$3 billion was spent in 1991 on equipment and supplies for nongame wildlife appreciation activities. (USDI Survey, 1993)
- Annually, more than \$1 billion is spent on bird seed, feeders, baths, and nesting boxes. (USDI Survey, 1993)
- The average birder annually spends more than \$350 on travel and paraphernalia related to birdwatching. Committed birders spend much more - on average, active birders annually spend about \$2000 on birdwatching, with half that amount on travel, i.e. avitourism. (Wiedner and Kerlinger, 1990)
- In 1991, 24 million Americans took trips for the express purpose of viewing and photographing wild birds. They spent \$2.5 billion on trip-related expenses, including \$1.5 billion on food and lodging. (USDI Survey, 1993)
- In a 1990 survey, twice as many vacationers preferred to watch birds than play golf! (Fortune, 1990). And the economic impact these birders have is significant.

The effect of dollars spent by ecotourists in and around bird watching sites is "multiplied" as tourist dollars become profits, then local wages, then consumer income once again, and so on. In some regions, this cumulative effect may approach five-to-one. Consider the following examples:

- *Cape May, New Jersey: More than 100,000 birders visit this area annually, providing a cumulative impact of nearly \$10 million. (Kerlinger and Wiedner, 1991).*
- *High Island, Texas: In 1992, more than 6,000 birders visitors this small Gulf Coast*

town. They spent \$2.5 million directly in the community, and generated a total regional economic impact of about \$6 million. (Eubanks, Kerlinger, and Payne, 1993).

- *Chincoteague National Wildlife Refuge, Virginia: The economic impact to the local community by wildlife viewers in 1994 was nearly \$10 million. (Kerlinger, 1994).*
- *Hawk Mountain Sanctuary, Pennsylvania: More than 50,000 visitors each year contribute more than \$4 million to the local economy. (Kerlinger and Brett, 1990).*
- *Grand Island, Nebraska: At least 80,000 avitourists annually visit this rural community on the Platte River; they spend more than \$15 million, and provide to the region a culmulative "roll-over" benefit of nearly \$40 million. (Lingle, 1991).*
- *Point Pelee, Ontario: Another migration "hot-spot" that attracts more than 57,000 birders each year, who spend almost \$4 million in the area.*
- *Arizona: A University of Arizona study revealed that two birding "hot-spots" in southwestern Arizona attracted 38,000 avitourists in 1991, who in turn spent \$1.6 million and generated \$2.7 million in local economic impact, sustaining 56 local jobs. (Common Ground, 1993).*
- *Ottawa National Wildlife Refuge, Ohio: More than \$5 million was spent by bird watchers visiting this refuge in 1993.*

Source: International Migratory Bird Day Organizer's Packet, *Sharing Your Passion for Birds*

*THE OHIO PUBLIC WORKS COMMISSION*  
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Chair -  
James F. Mears

John L. Frola, Jr  
Blair A. Hillyer  
Todd Kelchner  
William N. Morgan  
James W. Sumner  
Joseph B. Williams

*DIRECTOR*

W. Laurence Bicking

06/01/2005

**Jack Sutton**  
**Director**  
**Hamilton County Park District**  
**10245 Winton Road,**  
**Cincinnati, OH 45231**

**Subdivision Code : 061-02037**

**Dear Mr. Sutton,**

Your request for financial assistance from the Ohio Public Works Commission has been approved for the project entitled **Oxbow Floodplain Acquisitions** in the amount of \$ **408,466**. This Grant has been assigned project number **CBCAB**. Please use this number when calling or writing our office.

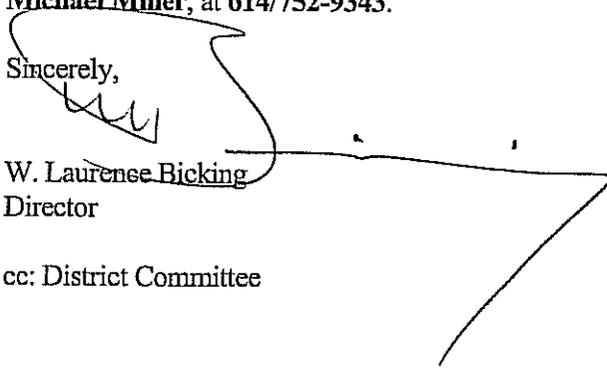
The enclosed Project Agreement defines **Hamilton County Park District's** responsibilities in accepting this financial assistance. Please review it carefully to ensure that the project has been accurately described and defined throughout the agreement's appendices. If any errors are found, or if any 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](http://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, **Michael Miller**, at **614/752-9343**.

Sincerely,

  
W. Laurence Bicking  
Director

cc: District Committee