

Camp Spelman Bid Questions and Additional Information as of July 27, 2022

1. What is a conservation easement? Why does the Park District want a conservation easement?

A conservation easement is a legal instrument that is recorded with the deed and stays with the deed even if the property is sold. A conservation easement is held by a third-party conservation organization whose job it is to monitor the property to ensure that the terms of the easement are being honored. The intention of the conservation easement is to transfer the property with essentially the same conditions as if the Park District still owned it. That is to protect the conservation values of the property and to respect the conservation and use expectations of neighbors, especially those that arrived after the property was acquired by the Park District.

Conservation easements are legally enforceable and much stronger than deed restrictions because the Conservancy monitors it in perpetuity and will enforce the restrictions as necessary. It is recommended that bidders carefully review the draft conservation easement and the map of future improvements areas and seek legal interpretation as needed before bidding.

2. What is the Western Reserve Land Conservancy (WRLC)? WRLC is a non-profit charitable land conservancy whose mission is “to provide the people of our region with essential natural assets through land conservation and restoration.” They are a well-respected nationally accredited organization with a professional staff who has conserved tens of thousands of acres of land in Ohio. Learn more at www.wrlandconservancy.org.

3. Can the property be subdivided?

- a. No, but it can be leased to others.

4. What can and cannot be built on the property and what type of use?

Excerpted below are major reserved rights and restrictions
Major Reserved Rights.

(a) Existing Improvements. Notwithstanding anything to the contrary contained in this Amended Grant, Grantor and Grantee agree that the Existing Improvements may continue to be maintained, repaired and replaced in their present location on the Protected Property.

(b) Future Improvements. Notwithstanding anything to the contrary contained in this Amended Grant, Grantor and Grantee agree that non-residential and non-commercial structures and improvements generally associated with passive recreational uses, such as, but not limited to, pavilions, small parking areas, pervious trails for management and maintenance activities, fencing, landscaping and boardwalks (collectively, the “**Future Improvements**”), may be constructed and thereafter maintained, remodeled or expanded on the Protected Property with permission of Grantee, provided that all such construction or expansion remains entirely within one or both of those areas depicted on the Future Improvements map of Exhibit B (the “**Future Improvement Areas**”); it being understood that the Future Improvements Areas may be cleared, graded, and otherwise impacted for the purpose of the permitted Future Improvements. Additionally, Future Improvements consisting of roads for access to the parking areas may be constructed outside of the Future Improvement Areas provided that such access roads are not located within 100 feet of any wetland or stream corridor and the construction and maintenance thereof is completed in a manner that does not result in an adverse impact upon the Conservation Values intended to be protected by this Amended Grant.

(c) Restoration Activities. Grantor reserves the right, notwithstanding any provision to the contrary in this Amended Grant, to engage in restoration and other long term management activities on the Protected Property, including the repair, replacement or removal of the existing dam structure, consistent with and as necessary to further the purposes of this Amended Conservation Easement; provided that such restoration and long term management activities are not detrimental to water quality, significant natural habitats, or the scenic qualities of the Protected Property and are otherwise consistent with the Conservation Purposes and Conservation Values. Grantee hereby disclaims any responsibility or liability for the existing dam structure and notwithstanding any provision of this Amended Grant shall not be responsible for, or required to take any action to repair, replace, remove or rebuild said existing dam structure.

(d) Ancillary Pond Structures and Passive Recreational Use. Grantor shall have the right to construct ancillary structures located outside of the Future Improvements Areas, including and specifically limited to decks, docks and piers, on, over or immediately adjacent to the existing large pond; provided that at no time shall the total square footage of the footprints of such ancillary structures exceed 500 square feet, and once constructed, such ancillary structures may be maintained, repaired, and restored. Grantor's right to the use and enjoyment of the pond and the Protected Property in general shall include passive recreational uses (i.e. tent camping, hiking, fishing) ("**Passive Recreational Uses**"); provided that such Passive Recreational Uses are consistent with the Conservation Purposes and do not adversely affect the Conservation Values for which this Grant is granted.

Use Restrictions.

(a) Structures; Signs.

(i) Structures. Except for the Existing Improvements and the Future Improvements, and except as may otherwise be provided in this Amended Grant, no residential, commercial, governmental or industrial structures, including, but not limited to, buildings, outbuildings, communication towers, asphalt, concrete or other impermeable surfaces, camping accommodations, mobile homes, and fences, shall be hereafter erected or placed on the Protected Property.

(ii) Signs. Except as may otherwise be provided in this Amended Grant, no signs, billboards or advertising of any kind shall be erected or placed on the Protected Property, except signs and whose placement, number and design do not significantly diminish the scenic character of the Protected Property, including signs that (A) state the name and address of the Protected Property; (B) state the fact that the Protected Property is protected by this Amended Conservation Easement; (C) facilitate directions; (D) promote educational activities; (E) post the Protected Property to control unauthorized entry or use; and (F) identify sources of funding as required by such sources. Nothing contained herein shall prohibit short-term, temporary signs, advocating or opposing political causes or candidates, provided that such signs are installed within a reasonable time period prior to political elections and removed immediately after same.

(b) Waste Disposal

(c) Filling or excavating

(d) Mining

(e) Oil and gas exploration

(f) Habitat Disturbance

(g) Power lines or Communications Towers

(h) Manipulation of Water Courses

(i) Limitation on Motor Vehicles.

(j) Density Yield; Transfer of Development Rights.

- (k) Subdivision
- (l) Commercial Recreational Use

5. Why does WRLC sell land, can they sell this property?

WRLC occasionally acquires title to land and then sells some of it and preserves the rest. That does not apply to this property—WRLC would have no ownership interests.

6. Can the easement be lifted?

No.

7. How long do restrictions last?

Perpetuity

8. Does oil and gas lease transfer? Are additional wells allowed?

Yes, the oil and gas lease transfers with the property along with the royalty payments. No additional wells are allowed.

9. Swimming allowed?

Yes

10. Can bidders submit escalated bids?

No. Bidders may submit other relevant information along with a financial offering for consideration.

11. Other: Encroachments

There are currently three known encroachments from neighbors off Sylvan Drive: a small deck built at the south wetlands edge and a small encroachment of a shed end across the property line. The most serious encroachment is of a shed and debris entirely on park property. The PC Prosecutor's office has filed a trespass complaint against that neighbor requiring removal and restoration of the property.

While the Park District has notified the neighbors of the encroachments and is working to remedy them, no guarantees are made that the issues will be resolved prior to transfer of the property which is being sold as-is.

12. What does 'Grantor' mean in the Conservation Easement?

Grantor refers to the property owner. The Park District will place the conservation easement on the property prior to transfer, at which point the Park District will have no more responsibility or authority over the property, or any authority to change the easement. Grantor will then refer to the current property owner.

13. Can the property be subdivided by future owners?

The WRLC does not usually allow for subdivision but may consider one split. Any subdivision, which would affect the conservation easement, would have to be approved by WRLC. This would create two conservation easements, requiring an additional \$7,500 stewardship fee paid to WRLC.