

Conservation Easement Baseline Documentation Report

Chicory Lane Farm
Gregg Township
Centre County
Pennsylvania

JULY 2017

Prepared by:

Kevin Abbey
Land Conservation Manager



CLEARWATER
conservancy

2555 North Atherton Street
State College, PA 16803
814-237-0400, (fax) 814-237-4909
www.clearwaterconservancy.org

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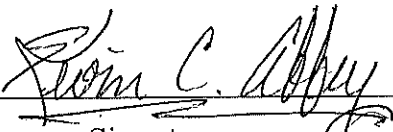
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PREPARER OF BASELINE DOCUMENTATION REPORT

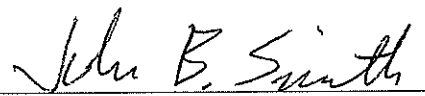

Preparer Signature

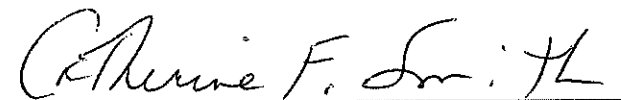
Kevin Abbey

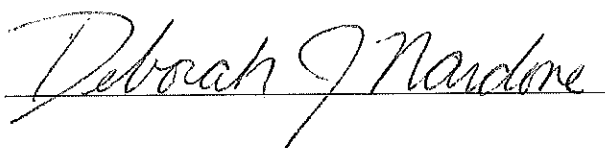
ClearWater Conservancy, Land Conservation Manager
Bachelor of Science, Zoology, University of Michigan
Master of Arts, English Language & Literature, Central Michigan University

OWNER ACKNOWLEDGEMENT OF CONDITION

In compliance with Section 1.170A-14(g)5 of the federal tax regulations this inventory is an accurate representation of the property at the time of the conservation easement donation.


Grantor, John B. Smith 7/25/2017
Date


Grantor, Catherine F. Smith 7-25-17
Date


Grantor, Deborah J. Nardone 7/25/17
Date

PURPOSE OF BASELINE DOCUMENTATION REPORT

The purposes of this report are to document the conservation values of the Property to be conserved, to describe the existing conditions of the Property at the time of the closing of the easement, and to serve as the basis of future monitoring and enforcement. This baseline documentation report may be used to resolve any disputes regarding changes in the Property's biological or physical resources. In addition, to qualify for a tax deduction, IRS regulations require that the Property's condition at the time of the gift be documented [Treasury Regulation 1.170A-14(g)(5)(i)]. This baseline documentation report has been drafted to fulfill these requirements.

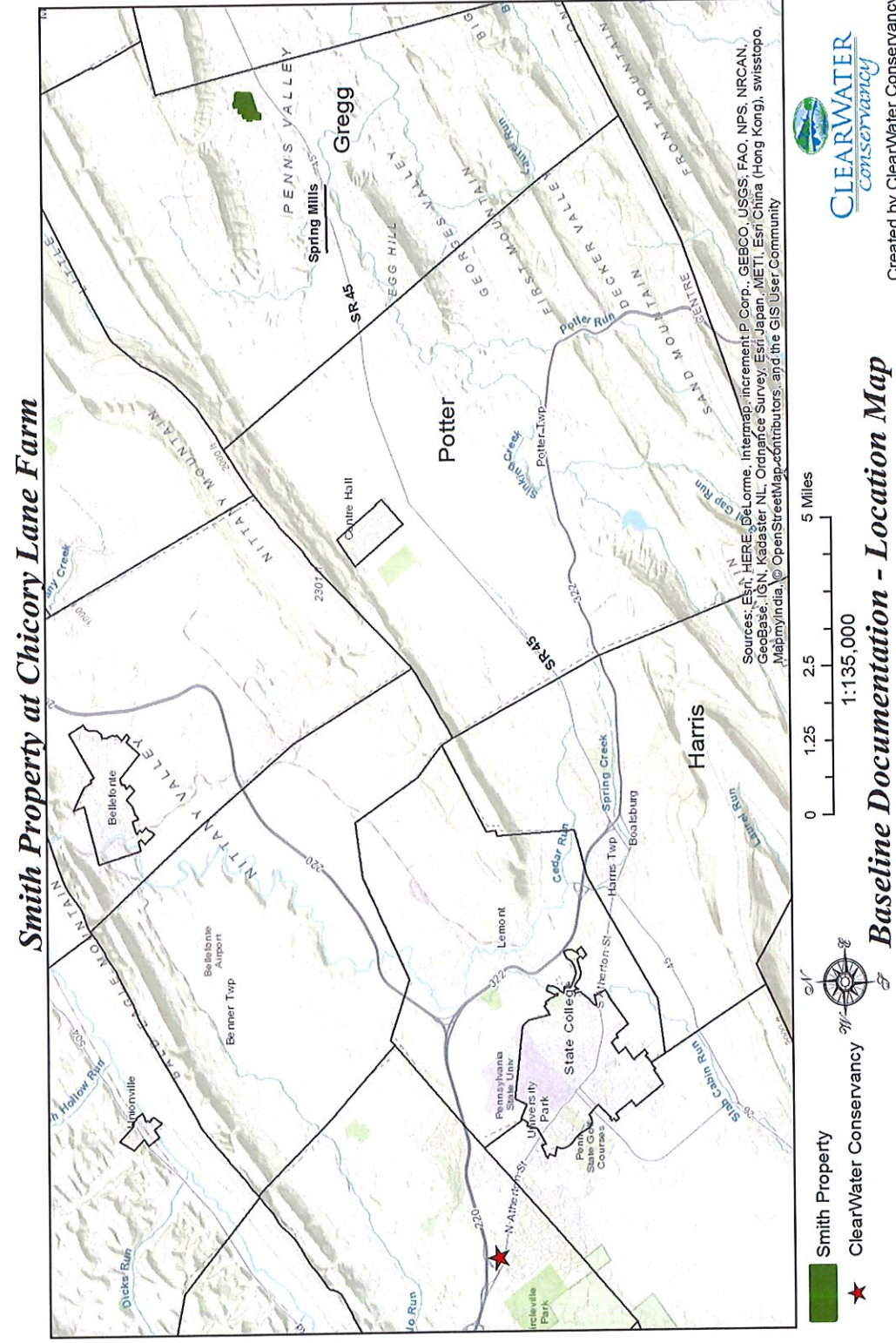
PROPERTY OWNER CONTACT INFORMATION

Name: John B. Smith and Catherine F. Smith
Contact: Same
Address: 246 Brush Mountain Road
P.O. Box 132
Spring Mills, Pennsylvania 16875
Phone: (814) 422-8486 or (919) 967-2001
Cell: (814) 933-8489 (Catherine) or (814) 360-9463 (John)
Work n/a
Email: jbs@cs.unc.edu; smithcath@ecu.edu

DIRECTIONS TO PROPERTY

From the office of ClearWater Conservancy: Exit with a Left onto to GreenTech Drive. Proceed to the traffic signal and turn Right onto the I-99 entrance ramp. Proceed on I-99 for 2.3 miles then exit right onto US-322 at Exit 73. Proceed on US-322 for 7.7 miles to PA-45 exit. At end of exit ramp turn Left on PA-45 east and proceed for 14.1 miles (through Spring Mills) to Brush Mountain Road. Turn Left onto Brush Mountain Road and proceed for .7 mile to Chicory Lane Farm – entrance is 246. Turn Right into the farm lane and proceed east to the farm house.

Figure 1. Property Location Map



PROJECT HISTORY

John and Catherine Smith, owners of Chicory Lane Farm, began discussions with ClearWater Conservancy's Conservation Easement Manager, Bill Hilshey, in December 2005 with an exploratory conversation about potential conservation options for Chicory Lane Farm. In turn, Bill sent the Smiths a packet of introductory materials for their consideration. Following this initial interaction, the conversation continued in the late summer months of 2008 as the John and Catherine indicated to Bill their desire to protect their 68.78-acre Property, Tax ID 21-4-57, located in Gregg Township, Centre County, in perpetuity. In response, a property visit was held on October 16, 2008 with Bill and Katie Ombalski representing the Conservancy.

While on site, John and Catherine detailed efforts during the 34 years of their ownership to create and maintain diverse wildlife habitats, protect water quality, enhance wetland areas and provide nature education opportunities for the public. The Smiths articulated their intent to continue to live on the property while preserving the natural landscape and continue their ecological diversification endeavors. Various conservation options were reviewed during the site visit with a conservation easement to be held by ClearWater Conservancy as the preferred method of providing perpetual conservation of Chicory Lane Farm. A month later, based on the enthusiastic recommendation of Bill and Katie, the ClearWater Board at its November 13, 2008 meeting gave initial approval to pursue a conservation easement. Correspondence detailing a Conservation Easement Project Proposal was sent to the John and Catherine by Bill Hilshey.

Over the next few years, discussions continued between the parties. On December 7, 2011, Bill Hilshey recorded a recent conversation wherein John and Catherine indicated their study and deliberations on financial solvency for Chicory Lane Farm over a long-term basis and how to fund a potential conservation easement. In response, Bill resolved to:

- Provide a calculation of likely future expenses;
- Research and provide up-to-date information on the income tax deduction provisions for property owners who donate a conservation easement;

- Explore possible funding opportunities to defray some easement expenses;
- Provide the Pennsylvania Land Trust Association (PALTA) model conservation easement for Smiths to review; and
- Explore possibility of excluding a portion of the property from the easement vs. including entire 68.78 acres within the easement and then evaluate the potential impact of the enhancement rule of a subdivision from the parent property.

In August 2013, Bill left the Conservancy and Kevin Abbey assumed the land conservation responsibilities for ClearWater. Kevin reached out to the Smiths in the October and scheduled his initial site visit on November 22, 2013. At that initial visit, both parties reiterated their willingness to move forward. Subsequently, Kevin presented the meeting results to the Land Conservation and Stewardship Committee and received unanimous endorsement to seek re-affirmation of the Board to work on the conservation easement. At its January 16, 2014, the Board acted to re-affirm its original 2008 initial approval to pursue a conservation easement with the Smiths for Chicory Lane Farm.

A follow-up meeting with ClearWater Executive Director, Jennifer Shuey and Kevin was held March 31, 2014 at the Property. At that meeting, John presented his prepared Legacy Planning Scenarios and explained how he and Catherine were thinking about the future of the Property. Jennifer explained ClearWater's past practice of avoiding property ownership because the property management responsibilities far exceeded the Conservancy's organizational capacity. It was agreed, that pursuing the conservation easement was the most efficient and logical next step. On June 11, 2014, the Land Conservation and Stewardship Committee held its monthly meeting at Chicory Lane Farm – Katie Mann, Carolyn & Elwood Hatley, Anna Sewell, Doug Wion along with Kevin Abbey attended. John and Catherine provided a guided tour of the Property and the committee discussed and documented the conservation values of the property.

From that point, the parties got to work on their respective duties in order to move forward on the conservation easement. The Property survey was completed 3.13.2016. The deed was re-recorded 7.1.16. An updated CE commitment letter was sent from Kevin Abbey to the Smiths in August, then executed and returned in September. In October, Snyder Associates was retained by the Smiths for appraisal services. An

initial Draft conservation easement was presented to the Smiths for review in January. Negotiations continued through the winter 2016/spring 2017 months and agreement was reached to proceed with closing on the donated conservation easement in July.

PURPOSE OF EASEMENT

It is the purpose of this conservation easement to assure that the Chicory Lane Farm Property (tax parcel ID 21-4-57), subject to the existing uses described herein, will be retained forever in its predominantly natural, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantors intend that this conservation easement will confine the use of the Property to such activities, including, without limitation, those involving preserving and enhancing the natural resources and the ecosystem services (i.e., the benefits people obtain from ecosystems) through the Property's capacity for self-renewal as a Biotic Community. It is a clearly stated understanding that the Property has intrinsic value, independent of any economic or human functional value. Within the Property, the organisms which make up the Biotic Community exist in a dynamic, not static, relationship to one another and to landscape conditions. The resource-specific and area-specific purposes (described below) delineate the Conservation Objectives of the Property in a manner to ensure compatible land uses are conducted in such a way as to protect and enhance the richness of biodiversity and natural habit, to maintain its healthy biotic system, to preserve for human enjoyment the aesthetic experience of the Property and neither diminish the biological integrity of the Biotic Community nor negatively impact natural resources upon which the Conservation Objectives of this conservation easement depend.

SUMMARY OF CONSERVATION VALUES AND PUBLIC BENEFIT

FOREWORD: We would be remiss if, from the start of this baseline report, we did not mention how indebted we are to the active engagement of John and Catherine Smith in the development of a fitting conservation easement for Chicory Lane Farm. Also of functional significance to our understanding of the Property, the Chicory Lane Farm website (www.chicorylane.com) has proven essential – both to enable a solid grasp of the Property in its current form as well as its historic evolution. With each successive exploration of images, videos, maps or event listings, Chicory Lane Farm has grown to become a more real, a more vibrant thing – or appropriately – a more vibrant collection and interplay of things. Through the collected history of the Property, the dynamic database, the landowners' blog posts, and successive site visits, we have been invited into Chicory Lane Farm as a place – a special place exhibiting its *sense* of unique ecological diversity and natural forms of interdependence that compel us to pay attention and, then, figure out why.

At ClearWater Conservancy, we are honored and delighted to be the Holder of the perpetual conservation easement on Chicory Lane Farm.

Water Resources: Chicory Lane Farm includes a number of different types of water resources including perennial as well as intermittent seasonal surface streams, storm runoffs, several types of wetlands, pond and vernal pool impoundments, ground waters and subsurface flows.

This conservation easement seeks to protect the quality of water resources within or in the vicinity of the Property by implementing measures that help protect water resources from sediment and non-point pollution and promote the infiltration, detention and natural filtration of storm water. Protecting water resources also helps preserve habitat for Native Species dependent on water resources. The Property is traversed by a perennial stream and an intermittent stream totaling approximately 3,834 feet and functioning as un-named tributaries to Penns Creek, a High Quality Cold Water Fishery (HQ-CWF). Penns Creek flows directly to the Susquehanna River, a major contributor to the Chesapeake Bay. The protection and restoration of the Chesapeake Bay is a multi-state priority that requires good land management practices throughout the Susquehanna River watershed.

The intermittent stream enters the Property on the east and runs west to where it meets a larger perennial stream that runs north-to-south just west of the barn. These tributaries are well protected with mature forested buffers as of the Easement Date and both tributaries exhibit the stable dimension, pattern and profile of a morphologically stable natural stream channel. Further stream channel protection will be achieved through designation in this Grant of 50-foot buffers along both sides of both tributaries, totaling approximately 8.52 acres. In addition to the two un-named tributaries to Penns Creek, the Property contains two restoration wetlands, a wet meadow, a cat-tail marsh, a constructed farm pond, and two small vernal pools which contribute, through filtration and sediment retention, to the stable stream bed forms present on Chicory Lane Farm.

Approximately 1.53 acres of the Property are classified as wetlands according to the Natural Wetlands Inventory and an additional 33.94 acres are in hydric soils.

Biological Resources: To protect and improve the quality of natural habitat for animals, plants, fungi, and other organisms, particularly Native Species including the following resources:

Forest and Woodland Resources: To promote biological diversity and to perpetuate and foster the growth of a healthy and unfragmented forest or woodlands. Features to be protected include Native Species; continuous canopy with multi-tiered understory of trees, shrubs, wildflowers and grasses; natural habitat, breeding sites and corridors for the migration of birds and wildlife. Species other than Native Species often negatively affect the survival of Native Species and disrupt the functioning of ecosystems. Trees store carbon, offsetting the harmful by-products of burning fossil fuels and trap air pollution particulates, cleaning air. As of the Easement Date, the Property contains approximately 14.9 acres of mixed deciduous forest.

Sustainable Positive Impact Forestry is being encouraged in accordance with a Resource Management Plan to be developed.

Botanical Resources: Species other than Native Species can negatively affect the survival of Native Species and disrupt the functioning of ecosystems. This Conservation Easement seeks to promote healthy grasslands in addition to the woodlands. As of the Easement Date, the Property contains an abundance of Native trees, herbaceous plants, vines, shrubs and graminoids, and including several threatened species which are further detailed later in the Report.

Wildlife Resources: To protect large intact areas of wildlife habitat and connect patches of wildlife habitat. Large habitat patches typically support greater biodiversity and can maintain more ecosystem processes than small patches. Large intact habitats allow larger, healthier populations of a species to persist; thus, increasing the chance of survival over time. Fragmentation of large habitats often decreases the connectivity of systems, negatively affecting the movement of species necessary for fulfilling nutritional or reproductive requirements. The Property includes nearly a dozen environmentally different areas with diverse growing conditions, soil types, slopes and moisture levels. To provide easy access to the different habitat areas, a system of trails is maintained along with maps and other materials posted onsite for guidance and enjoyment of the Property. In addition to the native plants and bird resources observed and detailed later in the Report, a wide array of wildlife, including white-tail deer, black bear, red fox, bobcat; turkey, woodcock, ruffed grouse; blue and green heron, kingfishers, ducks, geese; warblers, wrens, bluebirds, orioles; hawks, owls, woodpeckers; turtles, frogs, lizards, snakes (non-poisonous); butterflies, dragonflies, bees have been observed. Birds have been catalogued on the Property.

Scenic Resources: To protect scenic views of the Property visible from public rights-of-way (Brush Mountain road and Green Grove road) and other public access points outside the Property. Also to be protected is the relationship of

scenic resources within the Easement Area to natural habitats in its surrounds and to protect scenic vistas visible within the Property. In particular, the scenic views of landforms including Mount Nittany, Centre Hall Mountain, Brush Mountain, Harry John, Sand Mountain, and Egg Hill from the re-forested higher ridge area of the Highest Protection Area are visually dramatic.

Ecosystem Services: To preserve and enhance the ecosystem services of Chicory Lane Farm, “the benefits people obtain from ecosystems” (Millennium Ecosystem Assessment or MEA – United Nations Report, 2006). The Property includes within its borders much natural beauty, ranging from reflections of summer skies in its vernal pools, to gnarled trees along its stream banks, to the plumage of resident green herons, to the iridescent flashes of colors from its dragonflies, butterflies, and grackles. Some of the nonmaterial benefits associated with ecosystem services – including artistic creation, aesthetic enjoyment, spiritual contemplation, recreational health benefits – are observed throughout the biologically diverse environment of the Property. The rolling terrain, pollinator wildflower masses, cool and warm season grasslands, stream riffles and forest shadows serve to strengthen the underlying interactions between organisms and the environment that are fundamental to a resilient ecosystem. The Biotic Community evidenced on the Property is healthy and strong providing Ecosystem benefits including nutrient recycling, carbon storage, water purification, crop pollination, natural vegetation and soil regeneration. These and other Ecosystem Services are an inherent and valuable part of the Property and can be preserved only by maintaining its healthy biotic system.

Soil Resources: To prevent the loss and depletion of soil on the Property. The total acreage of prime agricultural soils, as defined by the U.S. Department of Agriculture, on the Property is 10.02 acres, approximately 5.41 in the Highest Protection Area and 4.61 acres in Minimum Protection areas.

Dark Skies: To preserve for human enjoyment the aesthetic experience of dark skies. Chicory Lane Farm is fortunate to have darker skies than many places, but this important resource must be protected from unwanted skyglow, which is increasingly threatening. The Conservation Easement seeks to limit the potential harmful effects of artificial lighting which can impair nocturnal resources essential to plants and animals through various life-sustaining behaviors including reproduction, nourishment, and protection from predators.

SUMMARY OF CONSERVATION EASEMENT PROVISIONS

See Conservation Easement Document, Appendix 1, for complete conservation easement Provisions and Reserved Rights.

RESTRICTIONS SUMMARY

The following generalized lists are not complete and may have exceptions to them. Refer to the complete conservation easement document for more specific information.

No retail, commercial or industrial activity with the exception of commercial activities permitted within the Visitors Improvements in MPA1 or MPA3 as ancillary to the primary purpose of the Visitors Improvement as welcome and education center

No subdivision, other than boundary line changes, to decrease Conservation Area

No alteration of land that would adversely impact the Conservation Objectives without Holder Review and Approval

No activities causing erosion, sedimentation, or water pollution

No alteration of wetlands or water courses

No sanitary sewage disposal outside the Minimal Protection Area

No introduction of Invasive Species

RESERVED RIGHTS SUMMARY

Maintain, repair, remove, enlarge, replace existing improvements in existing locations or relocated under applicable requirements

Construct, maintain, repair, fences, walls and gates, pervious trails, access drive, future access corridor, footbridges, stream crossing structures, stream access structures, utility improvements subject to Review

Educational, scientific or research, and aesthetic activities consistent with and in furtherance of the Conservation Objectives including workshops, classes, installations, exhibitions small scale performances, lectures, demonstrations, discussions and observation and enjoyment of the natural landscape

Transfer of possession (not ownership) to Qualified Organization for park, public trail or other conservation purposes consistent with Conservation Objectives

Transfer of rights of possession or use (not ownership) of one or more portions of the Property for purposes permitted under the easement subject to Review

Vehicular use in connection with resource management activities, education or scientific uses permitted

Generation and transmission of Renewable Energy subject to Review

Piling of brush and other vegetation to accommodate HPA activities so long as intensity or

frequency does not adversely affect Conservation Objectives

Sustainable Positive Impact Forestry and Sustainable Cultivation of Native Species
conducted at a low intensity compatible with the Conservation Objectives

Application of manure and plant material, both well composted, and other substances to
promote the health and growth of vegetation. Sanitary sewage effluent permitted
within MPAs

Residential uses up to but not more than three (3) Dwelling Units in MPA2

Recreational and open-space activities and uses which do not require motorized vehicles
except as ancillary support to the primary activity so long as time, place and
intensity of use does not adversely affect the Conservation Objectives

Administrative and Coordination activities related to the maintenance and operation of
the Property and on-site educational programs.

Removal of vegetation to accommodate replanting

Planting, replanting and maintaining a diversity of Native Species, including non-native,
non-invasive materials in accordance with *Best Management Practices*

Subject to Review, not more than one Visitors Improvement as a welcome and education
center for visitors to the Property in either MPA1 or MPA3

Figure 2. Conservation Plan

There are two (2) Conservation Plan exhibits inserted behind this page:

Conservation Plan Exhibit B1

- An overlay of the Property survey on the Chicory Lane Farm Conservation Plan with identified protection areas

Conservation Plan Exhibit B2

- Identifying the Property boundary and the four (4) protection areas: the Highest Protection Area; Minimum Protection Areas 1, 2 and 3

PROPERTY DESCRIPTION

SPECIAL FEATURES






Chicory Lane Farm is an ecologically dynamic wonder nestled in the shadow of Brush Mountain just east of Spring Mills, Centre County. The 68+ acre Property exhibits a wealth of bio-diversity throughout approximately ten (10) different plant communities along with the associated flora and fauna species to be expected with such varying landscapes. To summarize the different areas with a range of soil types, growing conditions, hydrology, landforms and plant communities, the following list is provided:

- House, Yard and Barn area including Catherine's Little House;
- A 16-acre grassland including both warm- and cool-season grasses (12.8 and 2.6 acres respectively) and a pollinator field;
- 5 different types of wetlands (riparian zone along both stream channels, wet meadow, a cattail marsh, old farm pond, as well as built/planted small, shallow vernal pools); and
- 3 forest types (mixed shrub palustrine woodland, successional hemlock-red oak mixed hardwood, and 12.8 acre upland hardwood re-forestation area.

To strengthen the native plant species on the Property, invasive plants species are actively managed and new native plantings are an ongoing feature to supplement the Chicory Lane environment.

Chicory Lane provides a rich environment for learning and research. The Property has been used by naturalists, sustainable foresters and agricultural extension educators as a teaching laboratory for property owners throughout Central Pennsylvania and beyond. The Chicory Lane Farm website, www.chicorylane.com, is an abundant repository for detailed information and resources associated with the farm property, its ongoing schedule of activities and both slideshows and videos reflecting different landscapes, habitats, and seasonal changes. From an aesthetic perspective, the Property has functioned as site for arts instruction and abiding witness to artistic expression by musicians, painters and poets -- of all ages.

Smith Property at Chicory Lane Farm Conservation Easement Exhibit B1

-  Minimum Protection
-  Highest Protection
-  Wetlands
-  Future Access Corridor
-  50ft Stream Buffer

Background Photo Image:
USDA / NAIP - 2013








Created by ClearWater Conservancy:
July 2017 - JAB

Survey by: Wayne E. Engle, P.L.S.
Nittany Engineering & Associates, LLC
November 2016



Smith Property at Chicory Lane Farm

Conservation Easement Exhibit B2 Protection Areas

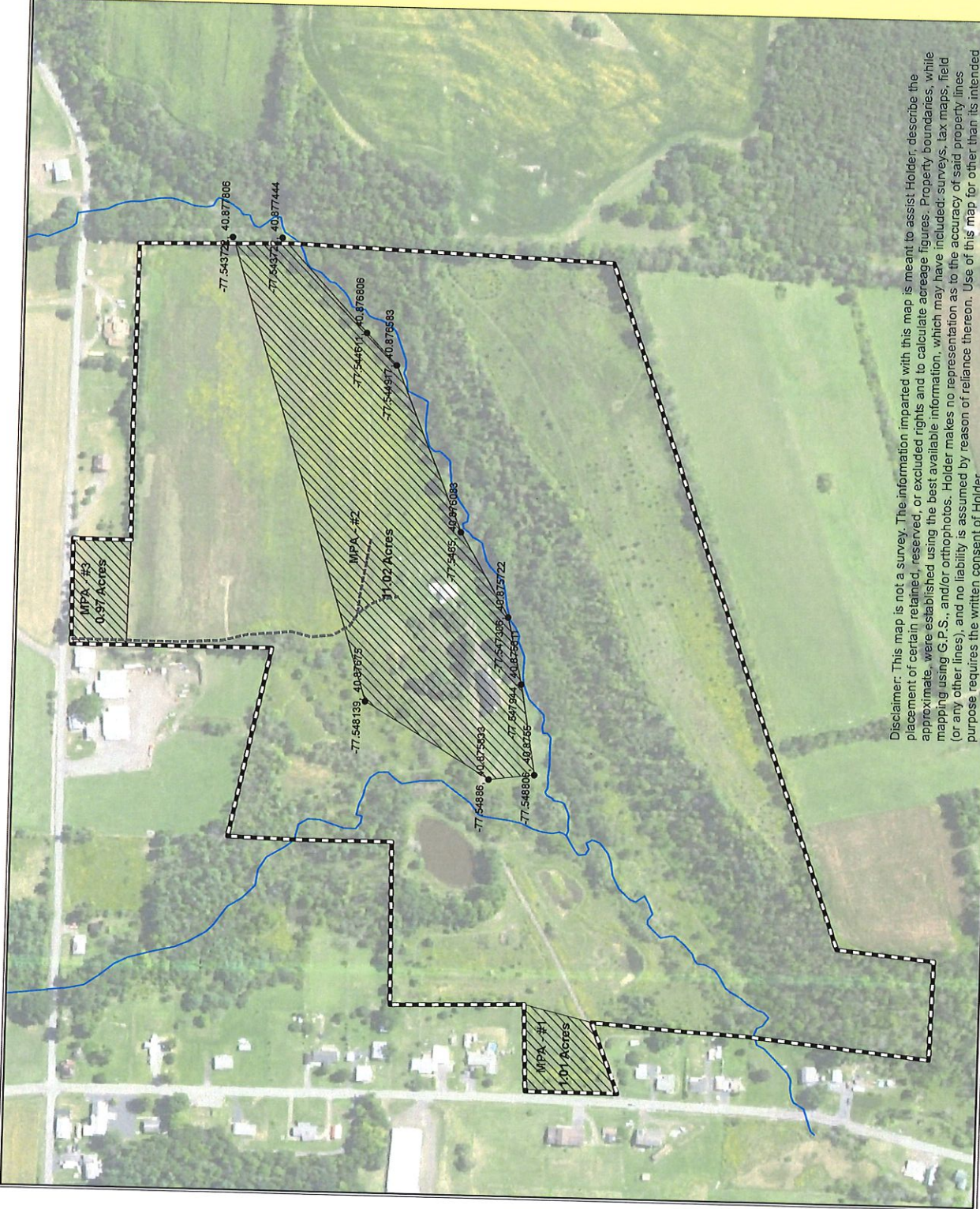
-  Future Access Corridor
-  Streams
-  Chicory Lane Farm Property
-  Minimum Protection Area
-  Highest Protection Area

- x, y - Decimal Degrees

Created by ClearWater Conservancy:
July 2017 - JAB

Data Sources: USFWS, USGS, Centre
County Planning, Chicory Lane Farm.

Background Aerial Image:
USDA / NAIP - 2015



Disclaimer: This map is not a survey. The information imparted with this map is meant to assist Holder, describe the placement of certain retained, reserved, or excluded rights and to calculate acreage figures. Property boundaries, while approximate, were established using the best available information, which may have included: surveys, tax maps, field mapping using G.P.S., and/or orthophotos. Holder makes no representation as to the accuracy of said property lines (or any other lines), and no liability is assumed by reason of reliance thereon. Use of this map for other than its intended purpose requires the written consent of Holder.



ACREAGE

The Property, consisting of Tax Parcel Number 21-04-57, contains 68.78 acres (Appendix 2 – Property Map).

The Conservation Area of Chicory Lane Farm encompasses the entire Property and identifies four (4) protection areas:

- Highest Protection Area: 55.73 acres including both un-named tributaries, the Grasslands, Upper Wetland, the Front Field, Lower Wetland, Front Meadow and the Forests (Hemlock-Red Oak Hardwood, Red Oak Mixed Hardwood and the managed successional forest;
- Minimum Protection Area 1: a 1.01-acre portion of the Front Field, a potential location for a Visitor Welcome and Education Center, bounded to the west by Brush Mountain Road, to the north by the Property line and to the south by the farm lane;
- Minimum Protection Area 2: 11.07-acre area surrounding the house, yard, barn area which extends south and east to the 50-foot buffer of the perennial stream; and
- Minimum Protection Area 3: a .97-acre area along Green Grove Road just east of neighbor Stover's barn, a possible future entrance to the Property as well as a potential location for a Visitor Welcome and Education Center. As of the Easement Date, Minimum Protection Area 3 is being used by the neighbor – Charles and Cindy L. Stover pursuant to a 5-year License Agreement dated 9/24/15 (Appendix 12)

The Conservation Area does not include a Standard Protection Area (Appendix 10 – Protection Areas Map).

MAN-MADE FEATURES

The Property has improvements, summarized below:

- (1) Wood framed Farm House
- (1) Barn with attached Silo
- (1) Catherine's Little House

- (1) Private Gravel Access Farm Lane entering the Property from Brush Mountain Road to approach House, Yard and Barn area
- (1) Informal wooden slat bridge crossing perennial stream just south of barn
- (1) Trail and path network established and maintained for access to all areas of the Property

TOPOGRAPHY

The Property is steep to moderately sloping generally from the northern boundary to the southwest corner where the two tributaries of Penns Creek merge and run southward parallel to Brush Mountain Road. The exception to the general elevation of the Property is in the southeast corner where the maximum elevation of 1,300 feet Above Mean Sea Level (AMSL) is found on the 13-acre upland bench area being re-forested from its previous production agricultural purpose. (Appendix 3 – USGS Quadrangle Map).

HYDROLOGY

Chicory Lane is within the headwaters of the Chesapeake Bay Watershed. The Property is located within the Penns Creek sub-watershed which is within the Susquehanna River Basin (Appendix 5 – Hydrology Map). The Property drains to Penns Creek, a High Quality Cold Water Fishery as defined by PA Water Quality Standards (i.e., Chapter 93 of The Clean Streams Law). (Appendix 4 – Aerial Photo Map). (Appendix 5 – Hydrology Map)

VEGETATION COVER

The Property has a remarkable mix of vegetation cover throughout its multiple bio-zones. From grasslands to woodlands to streams and associated riparian zones to ponds/wetlands, Chicory Lane exhibits a very dynamic and diverse vegetation cover. Over the years, the Owners have actively worked to manage invasive plants and establish native vegetation.

During recent history, the owners have implemented a number of Wildlife Habitat Incentive Program (WHIP) projects to manage invasive plants, institute brush clearing and develop and improve wildlife habitat. At the time of the easement, the Property had three (3) active Conservation Reserve Enhancement Program (CREP) practices installed to

restore and enhance the conservation value of the land:

- 12.8-acre upland hardwood re-forestation;
- 12.8-acre warm season, native grass habitat to support plants and wildlife; and
- 2.6-acre cool season grass habitat to provide vegetative cover on cropland.

Each of these CREP practices is enrolled for a fifteen year period.

SOILS

The Property is on soils of the Berks (25%), Millheim (25%) and Brinkerton (10%) series with Atkins silt loam (40%) underlying the tributaries flowing north-to-south along the western portion of the Property and from east-to-west through the middle of the farm. Given the confluence of the two tributaries to the southwest of the residential area with house and barn, the riparian zones, made up of the Atkins silt loam, form a slightly canted Y-shaped funnel appearing to list approximately 20° in an easterly direction with the barn and then the vernal pool area near the base of the funnel.

The Berks series is dramatically represented in the moderate to steep slopes of the southern ridge facing the residential area and leading up to the re-forested upland bench formerly in agricultural production. The Brinkerton series is shaly silt loam in flat to moderately sloped areas (3-8%) of the western section of Chicory Lane and the residential, barnyard and animal pens area of the neighboring Stover property. The Brinkerton soils are bisected by the western tributary.

The Millheim soil series of the B and C type underlie the cool and warm season grasslands in central portion of the Property north and east of the residential area. Most of the acreage of these soils in Centre County is in cropland or pasture.

(Appendix 6 – Soils)

GEOLOGY

The geology underlying Chicory Lane Farm is of the Ordovician age made up of primarily limestone and known as the “Coburn Formation through Nealmont Formation, undivided.” The Coburn Formation, identified as sedimentary>carbonate>limestone is made up of a medium-gray to very dark gray fossiliferous limestone and shaly limestone.

The Nealmont Formation which integrates with the Coburn is keyed out as being sedimentary>clastic>mudstone>shale and exhibits thinly-bedded and shaly limestone as its major characteristic.

(Appendix 7 – Geology)

WILDLIFE

While a formal wildlife survey was not conducted for the Property, the Owners have accumulated and incorporated into the ChicoryLane website (www.chicorylane.com) location-keyed database for bird and plant identification on site.

The Property includes nearly a dozen environmentally different areas with diverse growing conditions, soil types, slopes and moisture levels. To provide easy access to the different habitat areas, a system of trails is maintained along with maps and other materials posted onsite for guidance and enjoyment of the Property. In addition to the native plants and bird resources observed, a wide array of wildlife, such as white-tail deer, black bear, red fox, bobcat; turkey, woodcock, ruffed grouse; blue and green heron, kingfishers, ducks, geese; warblers, wrens, bluebirds, orioles; hawks, owls, woodpeckers; turtles, frogs, lizards, snakes (non-poisonous); butterflies, dragonflies, bees have been observed. Birds on the Property have been catalogued.

(Appendix 8 - Chicory Lane Farm – Data Base Bird Search)

(Appendix 9 – Chicory Lane Farm – Data Base Plant Search)

RARE, THREATENED, OR ENDANGERED SPECIES

A number of rare, threatened, or endangered plant species are known to be located on the Property. Additionally, there are scores of plants present with medicinal properties. The Property contains limestone-based, high-pH soils capable of supporting “special concern” natural forest community types including: dry oak-white pine forest; rich hemlock-mesic hardwood forest; and rich hemlock/white pine-mesic hardwood forest. The plant data base lists the threatened and endangered species observed on the Property.

SCENIC RESOURCES

The Property possesses a high scenic value as it provides a sweeping panoramic view of

Mount Nittany, Centre Hall Mountain, Brush Mountain, Harry John, Sand Mountain, and Egg Hill from the re-forested higher ridge area of the Highest Protection Area. From public rights-of-way (Brush Mountain and Green Grove roads) views of the Property are of moderate scenic value. Within the Property, scenic resources of natural habitats, streams, wetlands, vernal pools, grasslands and riparian areas are visually dramatic.

HISTORICAL/CULTURAL RESOURCES

In 1766, in forest controlled by the Iroquois confederacy, surveyor William Maclay, acting for William Penn's sons, marked out a 330-acre tract that he named Hopewell. Shortly before Indians ceded the region in 1768, Philadelphia Quaker brewer and land speculator Reuben Haines acquired Hopewell from the Penns. In 1775, a Scotch-Irish blacksmith Daniel Long acquired it and "improved" it, according to early tax records.

Present-day Chicory Lane Farm began as a tract originally surveyed by McClay in Cumberland (now Centre) County on September 26, 1766. This tract was specified as "Hopewell situate on the head of Penns Creek containing three hundred thirty three acres seventy two perches with the usual allotment of six acres percent for roads." Valentine Epler is the name given on the warrant or order for the survey. Deeded to Haines in 1767, the tract was located roughly two miles southeast of Penns Creek's headwaters and a mile east of (later named) Egg Hill just below Brush Mountain's western end. The warrantee map (of now Centre County) shows this tract as a long rectangle extending from (later-named) Green Grove Road on the north to Heckman Cemetery Road on the south. Notable features identified by the surveyor were the large stream flowing from Brush Mountain south through the tract, as well as a white oak tree at its southwest corner.

Throughout the 1800s and into the 1900s, a succession of Pennsylvania - German homesteaders owned and lived on the Property while selling off or giving parcels to family or neighbors. They timbered the Property's woods, drained its wetlands, planted apple trees on its hillsides, and grew grain or pastured animals on its open ground. To keep fields dry or to power sawmills and fill tanning ponds, they straightened the meandering streams flowing from Brush Mountain springs through the farm and on to Penns Creek. Sometime before 1842, they built the log home still occupied today by current property owners, John and Catherine Smith, who acquired (and named) Chicory Lane in 1974.

The Tilden 1861 map of Centre County shows two sawmills, a cider mill, and a wagon shop along the stream flowing from Brush Mountain through the original Valentine Epler tract. An overlay of the 2010 tax map shows where these 1861 map features would be today. Signs of their existence can be seen now in a deep cut into the stream bank indicating a mill-building site and nearby depressions indicating millponds.

On the 1861 map, the stream is shown west of John Dunmoyer's farm (now Chicory Lane Farm) flowing straight south rather than meandering as before. This suggests the stream might have been straightened and re-routed to create a "head race" powering the mills along it. There are now signs of this re-routing in a hand-dug berm running alongside the stream in woods on the farm. Why was this berm dug, when, and by whom? Who changed the course of the stream to "improve" its flow for some purpose? Individual farmers draining pastureland or operating their own saw mills? Neighbors jointly managing community water resources? Deeds show that owners of adjacent properties gave each other access rights to maintain waterways, suggesting that in 1861 streams were treated as community resources. Streams were not only resources for local homebuilding or wagon making; they were resources for commerce, too. By 1860 Pennsylvania led the United States in timber production and export. Streams that could float logs were assets in common for landowners with woodlots.

ENVIRONMENTAL HAZARDS

CURRENT LAND USE

Current land use on the Property would be categorized as "conservation" and "woodland establishment." The Property contains a septic system with a recently rebuilt septic leach field. Previous agricultural functions have been replaced with re-forestation, native shrubs, herbaceous plants and grasses to promote biological diversity.

ADJACENT LAND USE

The Property sits to the east of Brush Mountain Road. The area surrounding the Property is a mixture of residential properties, agricultural fields and wooded land. The neighboring owners to the northwest, Charles and Cindy Stover, run an agricultural operation and have executed a 5-year use agreement with John and Catherine Smith to utilize a portion of Chicory Lane Farm as a cattle or goat pasture accessory to the

Stover's operation. Preparation of the Property survey for the conservation easement found an assortment of encroachments along the western and northern boundaries of Chicory Lane. All were corrected at the time of the conservation easement excepting one along the northern property boundary with Vernon and Karen Jodon where a small shed had been placed over the Property boundary. The Jodons have assured the Smiths that the shed will be appropriately re-located within the next year from the date of the easement.

LAND USE HISTORY

The Property had been an active agricultural operation with evidence of stream straightening on the farm to re-route and create a "head race" to power a mill. In the area of Spring Mills and Millheim, this was a common practice in Penns Valley and, more particularly in the Brush Mountain area where Chicory Lane is located. These mills were used to cut boards from harvested timber, saw wood, grind grain for flour, clay for plaster and apples for cider. The Historical Resources section above provides a more detailed understanding of the Property usage over the decades. In 1974 when the Property was acquired by John and Catherine Smith, active agriculture began to be phased out in favor of conservation and ecological restoration.

PHASE 1 – ENVIRONMENTAL SITE ASSESSMENT

In July, 2017, the Juniata Geosciences, LLC conducted a Phase I Environmental Site Assessment on the Smith Property under contract with ClearWater Conservancy as the potential Holder of the conservation easement. A site visit and interview with John Smith was conducted as part of the Phase I Assessment.

As revealed within the Juniata Geosciences, LLC Report, the Smith Property did not appear in the State or Federal databases searched. No significant data gaps were encountered in the research and preparation of the Phase I ESA. In conclusion, the Phase I ESA revealed "*no evidence of recognized environmental conditions (RECs)*" on the Property.

(Appendix 11 – Chicory Lane Farm Title Documents)

(Appendix 12 – Stover 5-Year License Agreement)

Figure 3. Photo Point Map and related baseline photos

Insert Behind This Page

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<<http://www.dcnr.state.pa.us/topogeo/map1/bedmap.aspx>> DL Data: pageoexp.zip
[\[http://www.dcnr.state.pa.us/topogeo/map1/bedmap.aspx\]](http://www.dcnr.state.pa.us/topogeo/map1/bedmap.aspx)

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History of Chicory Lane Farm, research and writing James Lesher and Catherine Smith,
Drawings James Lesher, November 1, 2012. Available at: <http://www.chicorylane.com/>

Smith Property at Chicory Lane Farm

Baseline Documentation Photo Point Map

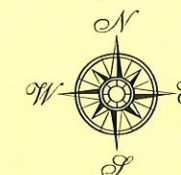
-  Chicory Lane Property
-  Minimum Protection
-  Highest Protection
-  Wetlands
-  Streams
-  Parcel Boundaries

Created by ClearWater Conservancy:
July 2017 - JAB

Data Sources: USFWS, USGS, Centre
County Planning, Chicory Lane Farm.

Background Aerial Image:
USDA / NAIP - 2015

0 150 300 600 Feet
1:3,000



7/25/17

Chicory Lane Farm Baseline Documentation

Grantors certify accuracy of photographs: Smith initials/date BS Author's initials/date XA 7.25.17



Photo 1. Property entrance farm lane.



Photo 2. Looking N at Property entrance along Brush Mountain Road.



Photo 3. Looking S at Property corner along Brush Mountain Road.

Grantors certify accuracy of photographs: Smith initials/date JBS 2/25/17 Author's initials/date JA 7/25/17



Photo 4. Looking E along Property corner at same location as Photo 3.



Photo 5. Looking W at NE Property corner of MPA 1.

Grantors certify accuracy of photographs: Smith initials/date JS 2/25/17 Author's initials/date XA 2/25/17



Photo 6. Looking N at NE Property corner of MPA 1.



Photo 7. Looking S at the NW Property corner back toward Photo 6 location.

Grantors certify accuracy of photographs: Smith initials/date JBS 7/25/17 Author's initials/date KA 7.25.17



Photo 8. Looking E at Photo 6 location.



Photo 9. Looking S along at MPA 1 corner along farm lane.

Grantors certify accuracy of photographs: Smith initials/date JS 7/25/17 Author's initials/date JA 7.25.17

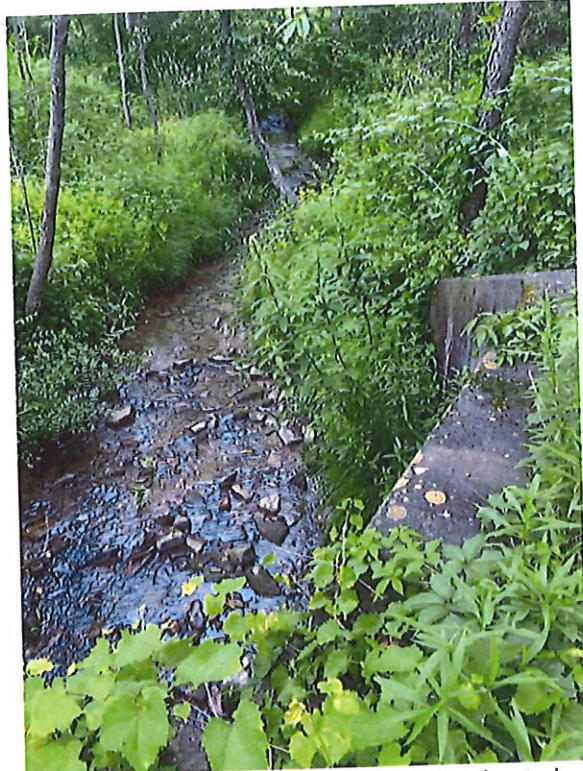


Photo 10. Looking upstream at stream culvert along farm lane.



Photo 11. Looking downstream at stream culvert along farm lane.

Grantors certify accuracy of photographs: Smith initials/date BS 2/25/17 Author's initials/date KA 7.25.17



Photo 12. Along farm lane looking NE toward mown path leading to MPA 2.



Photo 13. Flower bed across farm lane from barn.

Grantors certify accuracy of photographs: Smith initials/date JBS 7/25/17 Author's initials/date JA 7.25.17

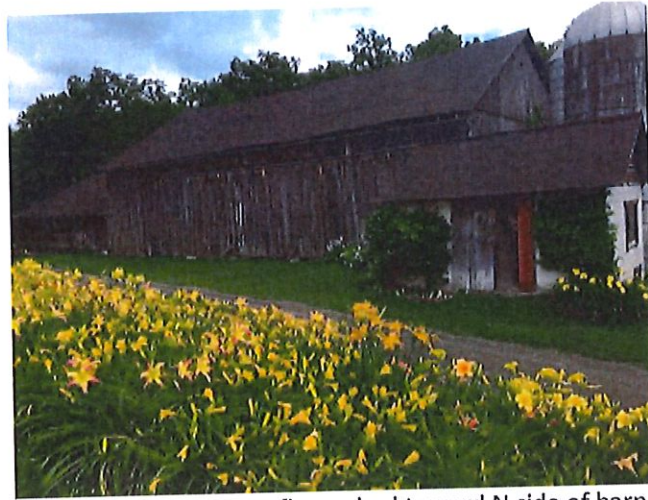


Photo 14. Looking over flower bed toward N side of barn.



Photo 15. E side of barn.



Photo 16. South side of barn.

Grantors certify accuracy of photographs: Smith initials/date JS 7/25/17 Author's initials/date JA 7.25.17



Photo 17. W side of barn and silo.

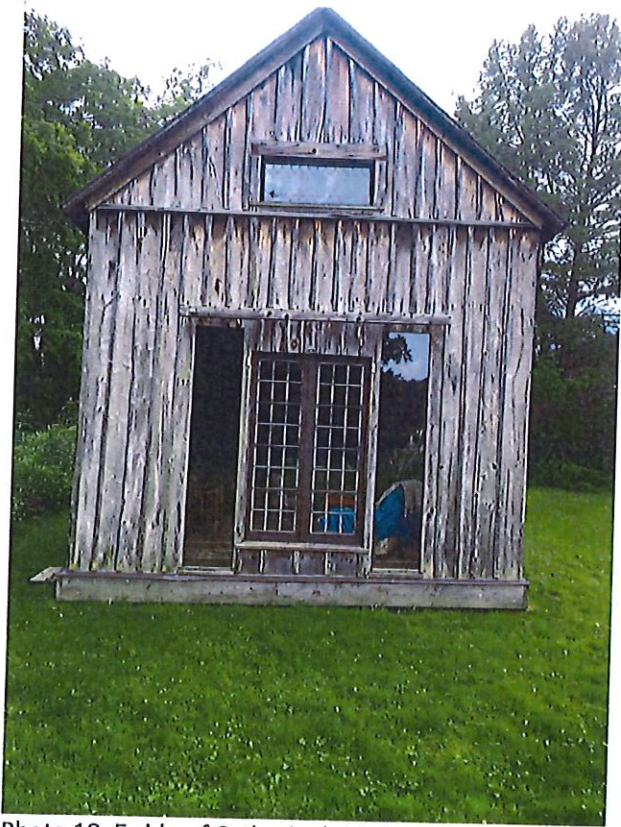


Photo 18. E side of Catherine's Little House.

Grantors certify accuracy of photographs: Smith initials/date JBS 7/25/17 Author's initials/date SA 7.25.17



Photo 19. N side of Catherine's Little House.

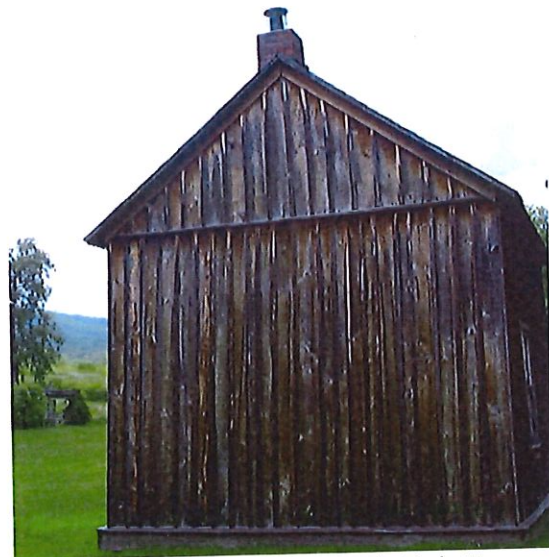


Photo 20. S side of the Catherine's Little House.

Grantors certify accuracy of photographs: Smith initials/date JS 7/25/17 Author's initials/date XA 7.25.17

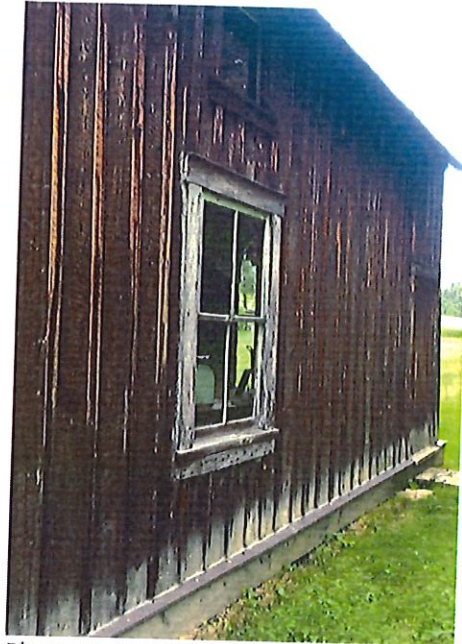


Photo 21. W side of Catherine's Little House.



Photo 22. From yard E of cabin looking across the stream to spring.

Grantors certify accuracy of photographs: Smith initials/date BS 7/25/17 Author's initials/date SA 7/25/17



Photo 23. S side of the house with deck.



Photo 24. E side of the house.

Grantors certify accuracy of photographs: Smith initials/date JBS 7/25/17 Author's initials/date XA 7.25.17



Photo 25. N side of the house.



Photo 26. N behind the house, apple orchard and herb garden 290°

Grantors certify accuracy of photographs: Smith initials/date JBS 7/25/17 Author's initials/date SA 7.25.17



Photo 27. W side of the house



Photo 28. Debris pile southwest of Farm Pond 280°.

Chicory Lane Farm Baseline Documentation

Grantors certify accuracy of photographs: Smith initials/date TBS 2/25/17 Author's initials/date KA 7.25.17



Photo 29. Farm Pond 90°.



Photo 30. At property corner N of Farm Pond looking W.

Grantors certify accuracy of photographs: Smith initials/date JBS 7/25/17 Author's initials/date SA 7.25.17



Photo 33. Cat-tail marsh at edge of stage looking N 10°.



Photo 34. NW corner of Minimum Protection Area #2 looking E 120° toward Photo 35 location.

Grantors certify accuracy of photographs: Smith initials/date BS 2/25/17 Author's initials/date SA 7/25/17



Photo 31. At property corner N of Farm Pond looking N.



Photo 32. Puncheon walkway heading to Cat-tail marsh 10°.

Grantors certify accuracy of photographs: Smith initials/date JBS 7/25/17 Author's initials/date XA 7.25.17



Photo 35. At path intersection looking NE beyond interpretive sign toward grassland and Brush Mountain.



Photo 36. At NW property corner near dead ash tree looking E 130° parallel to fencerow a few yards South.

Grantors certify accuracy of photographs: Smith initials/date JBS 7/25/17 Author's initials/date JH 7.25.17

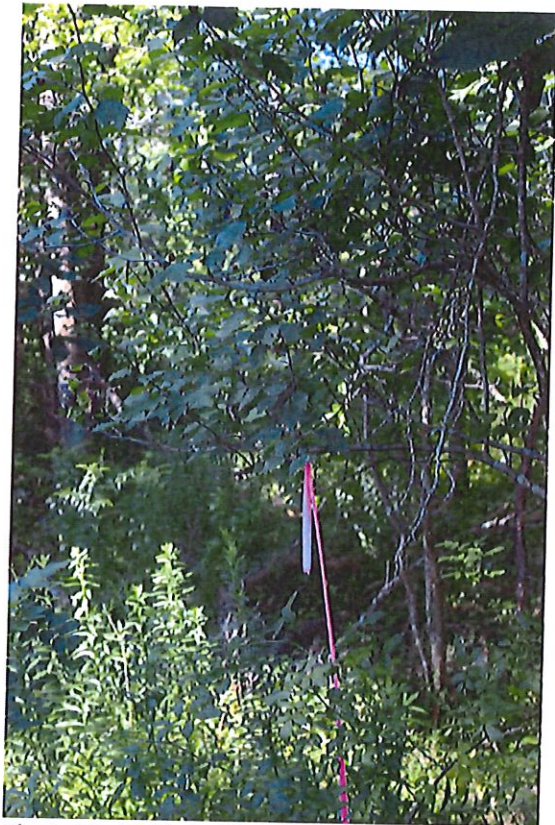


Photo 37. At Photo 36 location looking S 210° back toward Farm Pond, note pink flagged stake at 30 yards.



Photo 38. At property corner looking W toward Photo 36 location near fencerow.

Grantors certify accuracy of photographs: Smith initials/date BS 7/25/17 Author's initials/date SA 7/25/17



Photo 39. From Photo 38 location looking N along fencerow toward Green Grove Road.



Photo 40. Along boundary where cattle path intersects fencerow looking back toward Photo 39 location.

Grantors certify accuracy of photographs: Smith initials/date JBS 7/25/17 Author's initials/date SA 7.25.17



Photo 41. At MPA 3 boundary corner looking S along fencerow toward Photo 40.



Photo 42. At same location as Photo 41 looking E along boundary line.

Grantors certify accuracy of photographs: Smith initials/date JS 7/25/17 Author's initials/date SA 7.25.17

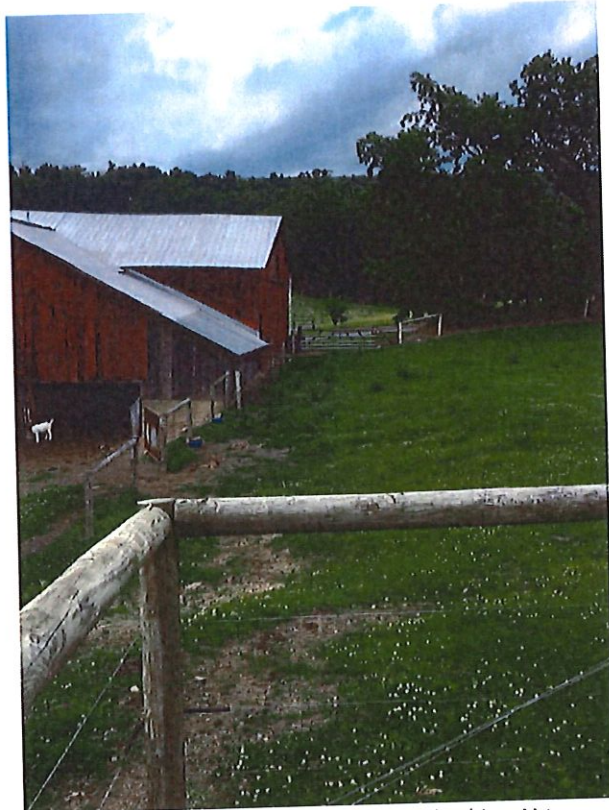


Photo 43. At MPA3 boundary corner looking N toward neighbor's barn and Green Grove Road.



Photo 44. At NW Property corner on Green Grove Road looking S toward Photo 43 location.



Photo 45. At same location as Photo 44 looking E along Green Grove Road.



Photo 46. At boundary corner of MPA3 looking W along Green Grove Road.



Photo 47. Same location as Photo 46 looking S along MPA 3 boundary.

Grantors certify accuracy of photographs: Smith initials/date JDS 7/25/17 Author's initials/date KA 7.25.17



Photo 48. At SE boundary corner of MPA 3 looking toward Photo 47 location and Green Grove Road .

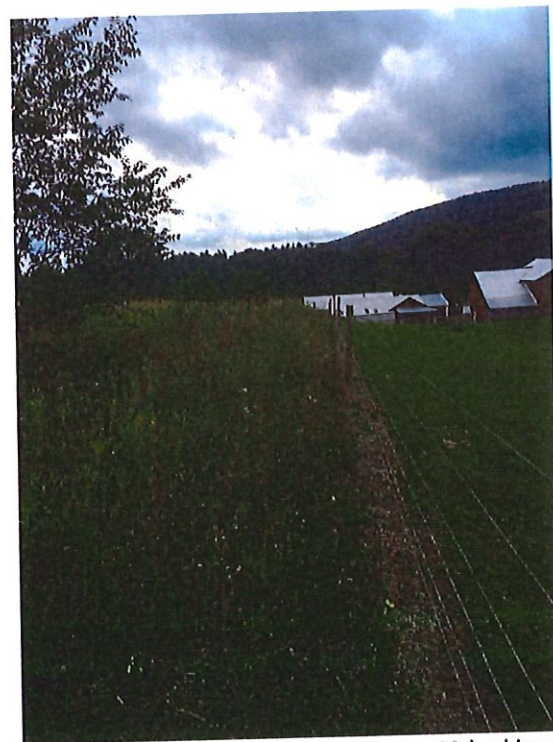


Photo 49. At same location as Photo 48 looking W along MPA3 boundary toward Photo 43 location.



Photo 50. At Photo 49 location looking E along boundary. Note small shed encroachment.

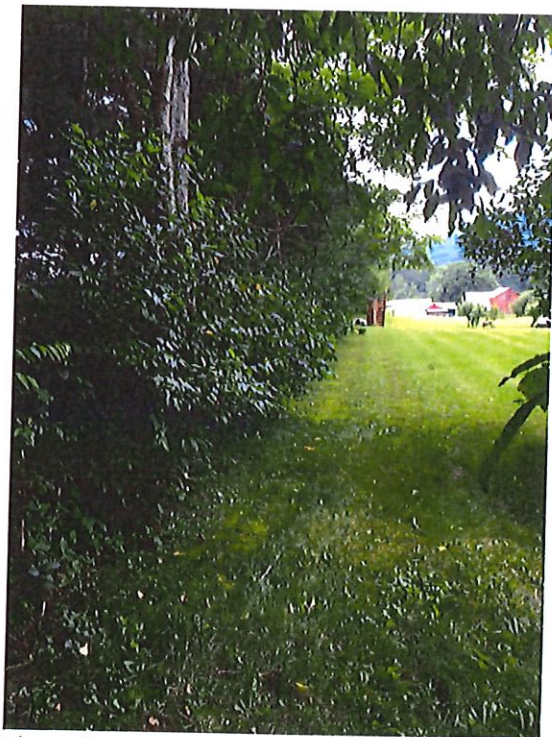


Photo 51. Along Property boundary looking W back toward Photo 50 location.

Grantors certify accuracy of photographs: Smith initials/date JBS 7/28/17 Author's initials/date JA 7.25.17



Photo 52. At same location as Photo 48 looking E along boundary toward Green Grove Cemetery.



Photo 53. At NE property corner looking W.



Photo 54. At NE property corner looking S along historic fence line.



Photo 55. Along E Property boundary at NE corner of MPA 2 looking N toward Photo 54 location.

Grantors certify accuracy of photographs: Smith initials/date BS 7/25/17 Author's initials/date JA 7.25.17



Photo 56. At Photo 55 location near meander bend in stream looking S along E Property boundary.

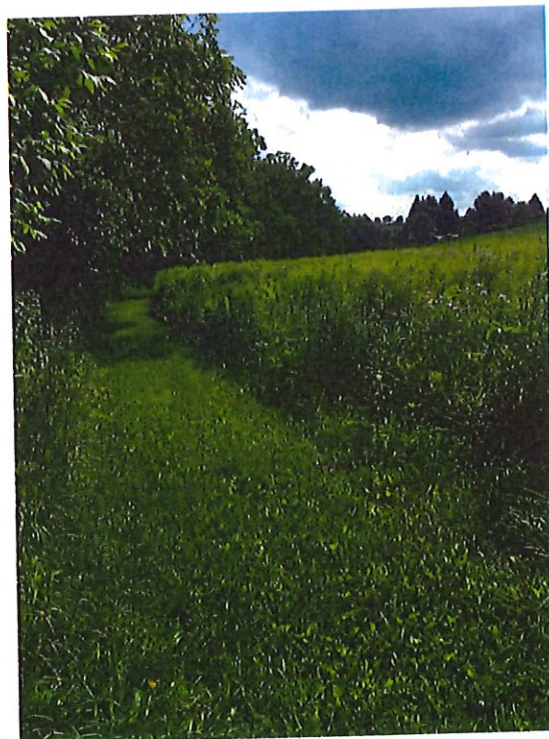


Photo 57. Along E Property boundary at SE corner of MPA 2 as path bears right toward SW along stream.

Grantors certify accuracy of photographs: Smith initials/date JBS 2/25/17 Author's initials/date KA 7.25.17



Photo 58. On path along stream as it turns SW toward house.



Photo 59. Just south of the barn, vegetated arch over informal stream crossing.



Photo 60. At interpretive sign over stream looking W along path heading toward Front Meadow.

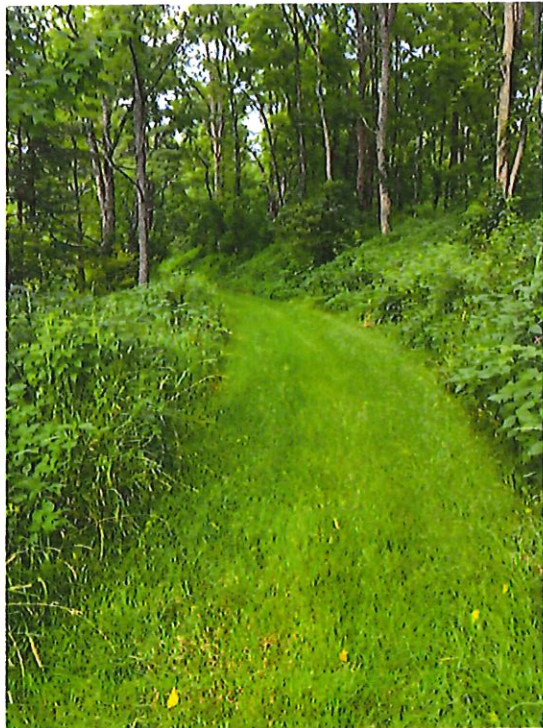


Photo 61. At same location as Photo 60 looking E along path heading up to forested Top Field.

Grantors certify accuracy of photographs: Smith initials/date JS 7/25/17 Author's initials/date JH 7.25.17



Photo 62. At SW corner of MPA 2 looking N toward farm lane at entrance to meadow.



Photo 63. Along path to Top Field foot trail stairs beneath signature Sugar Maple.

Grantors certify accuracy of photographs: Smith initials/date JS 7/25/17 Author's initials/date FA 7.25.17



Photo 64. At top of trail along E Property boundary looking N.



Photo 65. At same location as Photo 64 looking S along Property boundary.

Grantors certify accuracy of photographs: Smith initials/date JBS 7/25/17 Author's initials/date SA 7.25.17



Photo 66. At SE Property corner looking W along path toward Brush Mountain Road.

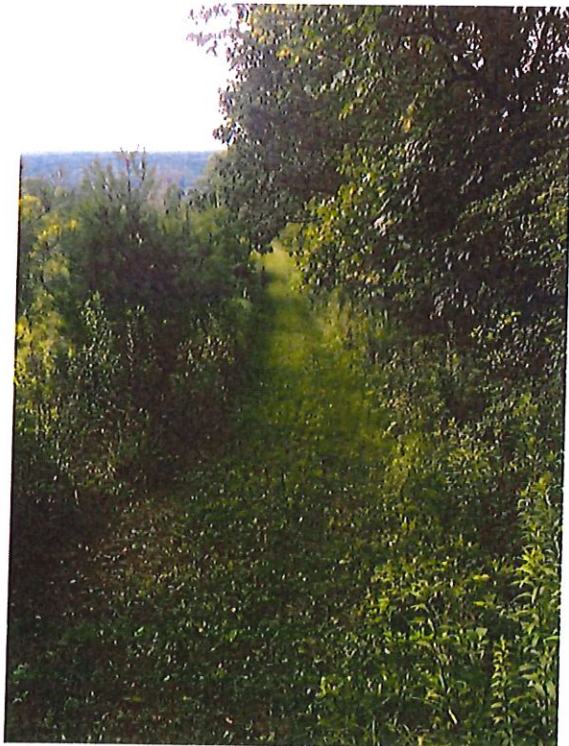


Photo 67. At SE Property corner looking N along E Property boundary.

Grantors certify accuracy of photographs: Smith initials/date JBS 7/25/17 Author's initials/date KA 7.25.17



Photo 68. At observation point looking NW toward MPA3 and Green Grove Road.



Photo 69. At observation point looking W toward Brush Mountain Road.

Grantors certify accuracy of photographs: Smith initials/date JS 7/25/17 Author's initials/date KA 7/25/17

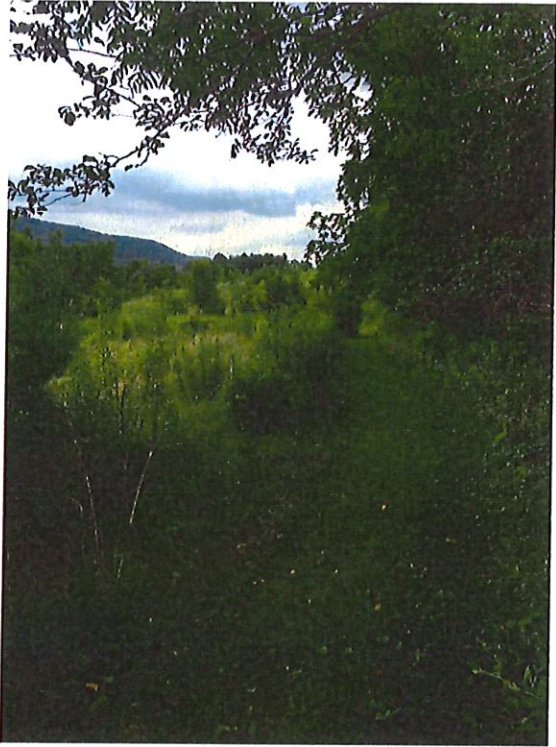


Photo 70. At W end of the Top Field looking E along S boundary.



Photo 71. At SE dogleg corner looking N toward property entrance and Brush Mountain Road.

Grantors certify accuracy of photographs: Smith initials/date JBS 7/25/17 Author's initials/date XA 7.25.17



Photo 72. At SE property corner looking N along dogleg boundary toward Photo 70 location.

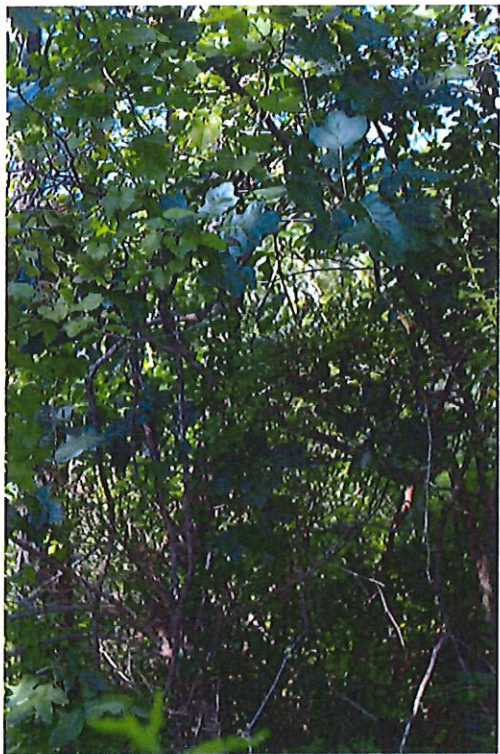


Photo 73. At SE property corner looking W toward Brush Mountain Rd.

Grantors certify accuracy of photographs: Smith initials/date BS 7/24/17 Author's initials/date XA 7/25/17



Photo 74. Looking E along path in the Top Field toward E boundary.



Photo 75. Just E of Photo location 74 looking W along path in the Top Field.

Grantors certify accuracy of photographs: Smith initials/date JBS 7/28/17 Author's initials/date HA 7.25.17



Photo 76. At Photo 75 location looking E along path in the Top Field.

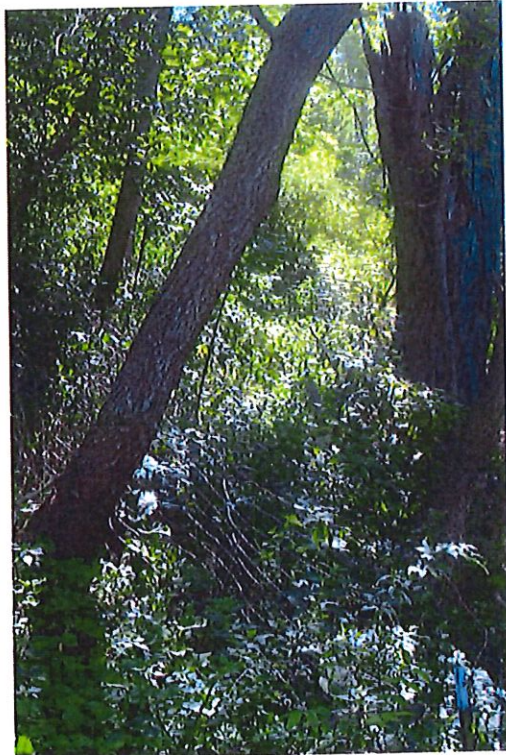


Photo 77. At SW corner looking E uphill toward Photo 71 location.



Photo 78. At SW property corner looking N along fence toward Photo 79 location.



Photo 79. Along W boundary just E of stream looking south 190° toward SW corner.

Grantors certify accuracy of photographs: Smith initials/date BS 7/25/17 Author's initials/date KA 7.25.17



Photo 80. Near Photo 79 location along W boundary looking N toward stream.



Photo 81. At stream along west boundary looking N toward Photo 9 location on farm lane.



Photo 82. Signature Crack Willow along stream just below Lower Wetland.



Photo 83. At interpretive sign looking southwest at Lower Wetland.

Prepared by:

Name: Kevin Abbey
Address: 2555 North Atherton Street
State College, PA 16803
Telephone: (814) 237-0400



R 02202-0664 Jul 25, 2017
SMITH, JOHN B
CLEARWATER CONSERVANCY OF CENTRAL PA
07-26-2017
16:33:54
EASE 25 pgs
RECORDED OF DEEDS

*TRSE 19
25-6
96.00*

Return to:

Name: ClearWater Conservancy of Central Pennsylvania, Incorporated
Address: 2555 North Atherton Street
State College, PA 16803

Tax parcel(s): 21-4-57

GRANT OF CONSERVATION EASEMENT AND DECLARATION OF COVENANTS

THIS CONSERVATION EASEMENT dated as of July 25th 2017 (the "Easement Date") is by and between JOHN B. SMITH and CATHERINE F. SMITH, husband and wife ("the undersigned Owners") and CLEARWATER CONSERVANCY OF CENTRAL PENNSYLVANIA, INCORPORATED, a Pennsylvania non-profit corporation (the "Holder").

Article 1. BACKGROUND; GRANT TO HOLDER

1.01 Property

The undersigned Owners are the sole owners in fee simple of the Property described in exhibit A (the "Property" sometimes referred to herein as "Chicory Lane Farm"). The Property is also described as:

Street Address: 246 Brush Mountain Road
Municipality: Gregg Township
County: Centre
Parcel Identifier: 21-4-57

State: Pennsylvania
Acreage: 68.78

1.02 Easement; Covenants

- (a) **Easement.** By this Grant, the undersigned Owners grant and convey to Holder an unconditional and perpetual easement upon the Property for the purpose of advancing the Conservation Objectives described below (that easement, the "Conservation Easement"). The Conservation Easement empowers Holder to block activities, uses, and Improvements inconsistent with the Conservation Objectives. Article 6 more fully describes the rights this Grant vests in Holder.
- (b) **Owner Covenants.** By this Grant, the undersigned Owners, in furtherance of the Conservation Objectives, establish covenants binding upon Owners' interest in the Property, which are set forth in articles 2 through 5. Article 7 addresses potential violation of these covenants and remedies.
- (c) **Holder Covenants.** By this Grant, Holder accepts the Conservation Easement and, in furtherance of the Conservation Objectives, establishes covenants binding upon Holder's easement interest in the Property, which are set forth in Article 6.

1.03 Easement Plan

Attached as exhibits B-1 and B-2 are (collectively) the Easement Plan prepared by the Holder dated February, 2017 based upon a survey plan prepared by Fred D. Gay and Son, LLC and Nittany Engineering & Associates, LLC dated February 24, 2016, showing, among other details, the location of one or more of the following areas – the Highest Protection Area and Minimal Protections Areas 1, 2 and 3 ("MPA 1", "MPA 2" and "MPA 3" respectively).

1.04 Conservation Principles of the Undersigned Owners

The undersigned Owners accept responsibility as stewards for the healthy functioning of the Land within Chicory Lane Farm. They are committed to preserving and enhancing the Property's capacity for self-renewal as a Biotic Community. They understand that organisms comprising the Biotic Community exist in dynamic, not static, relationship to one-another and to landscape conditions; consequently, the undersigned Owners will manage the Property adaptively as needed and in accordance with this Conservation Easement to sustain the Biotic Community's resilience. They further assert that the Land has intrinsic value, independent of any economic or human functional value.

1.05 Conservation Objectives

The resource-specific and area-specific purposes of the Conservation Easement (collectively, the "Conservation Objectives") are as follows:

(a) Resource-Specific

- (i) **Water Resources.** Chicory Lane Farm includes a number of different types of water resources including perennial as well as intermittent seasonal surface streams, storm runoffs, several types of wetlands, pond and vernal pool impoundments, ground waters and subsurface flows.

This Conservation Easement seeks to protect the quality of water resources within or in the vicinity of the Property by implementing measures that help protect water resources from sediment and non-point pollution and promote the infiltration, detention and natural filtration of storm water. Protecting water resources also helps preserve habitat for Native Species dependent on water resources. The Property is traversed by a perennial stream and an intermittent stream totaling approximately 3,834 feet and functioning as un-named tributaries to Penns Creek, a High Quality Cold Water Fishery (HQ-CWF). Penns Creek flows directly to the Susquehanna River, a major contributor to the Chesapeake Bay. The protection and restoration of the Chesapeake Bay is a multi-state priority that requires good land management practices throughout the Susquehanna River watershed.

The intermittent stream enters the Property on the east and runs west to where it meets a larger perennial stream that runs north-to-south just west of the barn. These tributaries are well protected with mature forested buffers as of the Easement Date and both tributaries exhibit the stable dimension, pattern and profile of a morphologically stable natural stream channel. Further stream channel protection will be achieved through designation in this Grant of 50-foot buffers along both sides of both tributaries, totaling approximately 8.52 acres. In addition to the two un-named tributaries to Penns Creek, the Property contains two restoration wetlands, a wet meadow, a cat-tail marsh, a constructed farm pond, and two small vernal pools which contribute, through filtration and sediment retention, to the stable stream bed forms present on Chicory Lane Farm. Approximately 1.53 acres of the Property are classified as wetlands according to the Natural Wetlands Inventory and an additional 33.94 acres are in hydric soils.

- (ii) **Biological Resources.** To protect and improve the quality of natural habitat for animals, plants, fungi, and other organisms, particularly Native Species including the following resources (which are more fully described in the Baseline Documentation):

1. **Forest and Woodland Resources.** This Conservation Easement seeks to promote biological diversity and to perpetuate and foster the growth an un-fragmented forest or woodlands. Trees store carbon, offsetting the harmful by-products of burning fossil fuels and trap air pollution particulates, cleaning air. Features to be protected include continuous canopy with multi-tiered understory of trees, shrubs, herbaceous plants, and grasses; natural habitat, breeding sites and corridors for the migration of birds and wildlife (and that are more fully described in the Baseline Documentation Report). As of the Easement Date, the Property contains approximately 14.9 acres of mixed deciduous forest.
2. **Botanical Resources.** Species other than Native Species often negatively affect the survival of Native Species and disrupt the functioning of ecosystems. This Conservation Easement seeks to promote healthy grasslands in addition to the woodlands. Hence, the emphasis on Native Species throughout the Conservation Easement. As of the Easement Date, the Property contains an abundance of Native trees, herbaceous plants, vines,

shrubs and graminoids, and including several threatened species which are further catalogued in the Baseline Documentation.

3. **Wildlife Resources.** This Conservation Easement seeks to protect large intact areas of wildlife habitat and connect patches of wildlife habitat. Large habitat patches typically support greater biodiversity and can maintain more ecosystem processes than small patches. Large intact habitats allow larger, healthier populations of a species to persist; thus, increasing the chance of survival over time. Fragmentation of large habitats often decreases the connectivity of systems, negatively affecting the movement of species necessary for fulfilling nutritional or reproductive requirements. The Property includes nearly a dozen environmentally different areas with diverse growing conditions, soil types, slopes and moisture levels. To provide easy access to the different habitat areas, a system of trails are maintained along with maps and other materials posted onsite for guidance and enjoyment of the Property. In addition to the native plants and bird resources observed, a wide array of wildlife, such as white-tail deer, black bear, red fox, bobcat, turkey, woodcock, ruffed grouse; blue and green heron, kingfishers, ducks, geese; warblers, wrens, bluebirds, orioles; hawks, owls, woodpeckers; turtles, frogs, lizards, snakes (non-poisonous); butterflies, dragonflies, bees have been observed and catalogued on the Property.
- (iii) **Soil Resources.** To prevent the loss and depletion of soil on the Property. The total acreage of *prime agricultural soils*, as defined by the U.S. Department of Agriculture, on the Property is 10.02 acres, approximately 5.41 acres in the Highest Protection Area and 4.61 acres in Minimum Protection Areas.
- (iv) **Scenic Resources.** This Conservation Easement seeks to protect scenic views of the Property visible from public rights-of-way (Brush Mountain and Green Grove roads) and other public access points outside the Property. Also to be protected is the relationship of scenic resources within the Easement Area to natural habitats in its surrounds and to protect scenic vistas visible from the Property. In particular, the scenic views including Mount Nittany, Centre Hall Mountain, Brush Mountain, Harry John, Sand Mountain, and Egg Hill from the re-forested higher ridge area of the Highest Protection Area are visually dramatic.
- (v) **Ecosystem Services.** The Conservation Easement seeks to preserve and enhance the ecosystem services of Chicory Lane Farm, "the benefits people obtain from ecosystems" (Millennium Ecosystem Assessment or MEA – United Nations Report, 2006), referenced in the Article 9 Glossary. The Property includes within its borders much natural beauty, ranging from reflections of summer skies in its Vernal Pools, to gnarled trees along its stream banks, to the plumage of resident green herons, to the iridescent flashes of colors from its dragonflies, butterflies, and grackles. Some of the nonmaterial benefits associated with ecosystem services – such as artistic reflection, aesthetic enjoyment, spiritual contemplation, recreational health benefits – are observed throughout the biologically diverse environment of the Property. The rolling terrain, pollinator wildflower masses, cool and warm season grasslands, stream riffles and forest shadows serve to strengthen the underlying interactions between organisms and the environment that are fundamental to a resilient ecosystem. The Biotic Community evidenced on the Property is healthy and strong providing Ecosystem benefits such as nutrient recycling, carbon storage, water purification, crop pollination, natural vegetation and soil regeneration. These and other Ecosystem Services are an inherent and valuable part of the Property and can be preserved only by maintaining its healthy biotic system.
- (vi) **Dark Skies.** As of the Easement Date, Chicory Lane Farm is fortunate to have darker skies than many places, but this important resource must be protected from unwanted skyglow, which is increasingly threatening. The Conservation Easement seeks to limit the potential harmful effects of artificial lighting which can impair nocturnal resources essential to plants and animals through various life-sustaining behaviors such as reproduction, nourishment, and protection from predators. Further, the easement seeks to preserve for human enjoyment the aesthetic experience of dark skies.

(b) Area-Specific Goals

- (i) **Highest Protection Area.** This Conservation Easement seeks to protect natural resources within the Highest Protection Area so as to keep them in an undisturbed state except as required to promote and maintain a diverse community of predominantly Native Species. The Highest Protection Area, as shown on the Easement Plan, is located so as to protect wetlands, tributaries, riparian areas, forest, grasslands, meadows, and wildlife resources.

An additional focus is to protect and enhance the richness of biodiversity and natural habitat, keeping the area wild or undisturbed in character.

- (ii) **Standard Protection Area.** None of the Property has been designated as Standard Protection Area on the Easement Plan.
- (iii) **Minimal Protection Area.** To accommodate, subject to moderate constraints, a wide variety of activities, uses, and Improvements, confining them to three (3) Minimal Protection Areas where they will not be detrimental to the achievement of other Conservation Objectives outside the Minimal Protection Area.

1.06 Baseline Documentation

As of the Easement Date, the undersigned Owners and Holder have signed an acknowledgment of the accuracy of the report (the "Baseline Documentation") to be kept on file at the principal office of Holder. The Baseline Documentation contains an original, full-size version of the Easement Plan and other information sufficient to identify on the ground the protection areas identified in this article; describes Existing Improvements; identifies the conservation resources of the Property described in the Conservation Objectives; and includes, among other information, photographs depicting existing conditions of the Property as of the Easement Date.

1.07 Defined Terms

Initially capitalized terms not defined in this article 1 are defined in article 9.

1.08 Federal Tax Items

The provisions of this section supplement and, to the extent of an inconsistency, supersede provisions set forth elsewhere in this Grant.

- (a) **Qualified Conservation Contribution.** The Conservation Easement has been donated in whole or in part by the undersigned Owner or Owners. The donation of the Conservation Easement by this Grant is intended to qualify as a charitable donation of a partial interest in real estate (as defined under §170(f)(3)(B)(iii) of the Code) to a Qualified Organization. If the Conservation Easement is transferred to any Person, that Person must commit to hold the Conservation Easement exclusively for conservation purposes as defined in the Regulations.
- (b) **Public Benefit.** The undersigned Owner or Owners have granted the Conservation Easement to provide a significant public benefit (as defined in §1.170A-14(d)(4) of the Regulations). In addition to the public benefits described in the Conservation Objectives, the Baseline Documentation may identify other information supporting the significant public benefit of the Conservation Easement.
- (c) **Mineral Interests.** The undersigned Owner or Owners represent that no Person has retained a qualified mineral interest in the Property of a nature that would disqualify the Conservation Easement for purposes of §1.170A-14(g)(4) of the Regulations. From and after the Easement Date, the grant of such an interest is prohibited, and Holder has the right to prohibit the exercise of such a right or interest if granted in violation of this provision.
- (d) **Notice Required under Regulations.** To the extent required for compliance with §1.170A-14(g)(5)(ii) of the Regulations, and only to the extent such activity is not otherwise subject to Review under this Grant, Owners agree to notify Holder before exercising reserved rights that may have an adverse impact on the conservation interests associated with the Property.
- (e) **Extinguishment.** In accordance with §1.170A-14(g)(6) of the Regulations, the undersigned Owner or Owners agree that (1) the grant of the Conservation Easement gives rise to a real estate right, immediately vested in Holder, that entitles Holder in the event of extinguishment as defined in section 2, upon a subsequent sale, exchange, or involuntary conversion of the subject property to a portion of the proceeds at least equal to that proportionate value of the perpetual Conservation Easement restriction; and (2) extinguishment for unexpected changes that make impossible or impractical the

continued use of the Property for conservation purposes (as defined in the Regulations) can only be accomplished by judicial proceedings. The fair market value of the right is to be determined in accordance with the Regulations; i.e., it is at least equal to the proportionate value that the Conservation Easement as of the Easement Date bears to the value of the Property as a whole as of the Easement Date (the "Proportionate Value"). If the Proportionate Value exceeds the compensation otherwise payable to Holder under this Grant or Applicable Law, Holder is entitled to payment of the Proportionate Value. Holder must use funds received on account of the Proportionate Value for conservation purposes as defined in the Regulations.

(f) **Acknowledgment of Donation.** Except for such monetary consideration (if any) as is set forth in this article, Holder acknowledges that no goods or services were delivered to the undersigned Owner or Owners in consideration of this Grant.

(g) **No Representation of Tax Benefits.** The undersigned Owner or Owners represent, warrant, and covenant to Holder that:

(i) The undersigned Owner or Owners have not relied upon information or analyses furnished by Holder with respect to either the availability, amount, or effect of a deduction, credit, or other benefit to Owners under Applicable Law; or the value of the Conservation Easement or the Property.

(ii) The undersigned Owner or Owners have relied solely upon their own judgment and/or professional advice furnished by the appraiser and legal, financial, and accounting professionals engaged by the undersigned Owner or Owners. If a Person providing services in connection with this Grant or the Property was recommended by Holder, the undersigned Owner or Owners acknowledge that Holder is not responsible in any way for the performance of services by these Persons.

(iii) This Grant is not conditioned upon the availability or amount of a deduction, credit, or other benefit under Applicable Law.

1.09 Beneficiaries

No Beneficiary is identified in this Grant.

1.10 Consideration

The undersigned Owner or Owners acknowledge receipt, as of the Easement Date, of the sum of \$1.00 in consideration of this Grant.

1.11 Superior to all Liens

The undersigned Owner or Owners warrant to Holder that the Property is, as of the Easement Date, free and clear of Liens or, if it is not, that Owners have obtained and recorded in the Public Records the legally binding subordination of the Liens affecting the Property as of the Easement Date.

Article 2. TRANSFER; SUBDIVISION

2.01 Prohibitions

All of the following are prohibited except as set forth in the next section:

(a) **Transfer of Portion of Property.** Transfer of ownership, possession, or use of a portion of the Property, including subsurface portions of the Property, independent of the remainder of the Property.

(b) **Subdivision.** Change in the boundary of a Lot or other Subdivision of the Property.

(c) **Transfer of Density.** Use of open space area protected under this Grant to increase (above limits otherwise permitted under Applicable Law) allowable density or intensity of development within other portions of the Property or outside the Property.

(d) **Transfer of Rights.** Transfer of development rights or other rights granted or allocated to the Property in support of development outside the Property.

2.02 Permitted Changes

The following changes are permitted:

- (a) **Lots within Property.** If the Property contains more than one Lot, Subdivision to (1) merge two or more Lots into one; or (2) subject to Review, reconfigure one or more of the boundaries of such Lots except a boundary of the Property as described in exhibit A.
- (b) **Transfer to Qualified Organization.** Subject to Review, creation and transfer of a Lot to a Qualified Organization for park, nature preserve, public trail, or other conservation purposes approved by Holder after Review.
- (c) **Transfer of Rights of Possession or Use.** Subject to Review, transfer of possession or use (but not ownership) of one or more portions of the Property, including subsurface portions of the Property, for purposes permitted under, and subject to compliance with, the terms of this Grant. Leases of space within Improvements are not subject to Review.
- (d) **Lots outside the Property.** If additional land is acquired by Owners, the Owners may seek to amend the Conservation Easement to include the additional land or enter into a new conservation easement on the additional land. In either case, the Holder in its sole discretion must determine whether the additional land meets its criteria for an Amendment or new conservation easement.

2.03 Requirements

- (a) **Establishment of Lots; Allocations.** Prior to transfer of a Lot following a Subdivision, Owners must (1) furnish Holder with the plan of Subdivision approved under Applicable Law and legal description of each Lot created or reconfigured by the Subdivision; (2) mark the boundaries of each Lot with permanent markers; and (3) allocate in a document recorded in the Public Records those limitations applicable to more than one Lot under this Grant. This information will become part of the Baseline Documentation incorporated into this Grant.
- (b) **Amendment.** Holder may require Owners to execute an Amendment of this Grant to reflect a change to the description of the Property set forth in exhibit A or other changes and allocations resulting from Subdivision that are not established to the reasonable satisfaction of Holder by recordation in the Public Records of the plan of Subdivision approved under Applicable Law.

Article 3. HIGHEST PROTECTION AREA

3.01 Improvements

Improvements within the Highest Protection Area are prohibited except as permitted below in this article.

- (a) **Existing Improvements.** Existing Improvements may be maintained, repaired, and replaced in their existing locations. Existing Improvements may be expanded, excepting the historic structure currently located within the riparian zone of the intermittent stream, or relocated if the expanded or relocated Improvement complies with requirements applicable to Additional Improvements of the same type.
- (b) **Existing Servitudes.** Improvements that Owners are required to allow because of an Existing Servitude are permitted.
- (c) **Additional Improvements.** The following Additional Improvements are permitted:
 - (i) Fences, walls, and gates, not to exceed four (4) feet in Height or such greater Height as is approved by Holder after Review. Fences must be constructed of post-and-rail or other open weave construction that preserves scenic views described in the Conservation Objectives. For deer exclusion areas anywhere in the Highest Protection Areas, fences of 8 feet or higher are permitted without Review.
 - (ii) Signs; however, signs other than Regulatory Signs are limited to a maximum of eight (8) square feet per sign and a total of eighty (80) square feet for the entire Property. Signs may be illuminated utilizing low wattage, shielded lighting directed downward from a position immediately above the sign in order to promote Dark Sky.
 - (iii) Habitat enhancement devices such as birdhouses, bat houses, beehives.
 - (iv) Trails covered (if at all) by wood chips, gravel, or other highly porous surface limited to 8-foot maximum width.
 - (v) Subject to Review, footbridges, stream crossing structures, and stream access structures.

- (vi) Tree stands, blinds or wildlife observation facilities for hunting or nature study. Blinds within Wet Areas and tree stands and blinds that are to remain in place for more than a year are subject to Review.
- (vii) Subject to Review, Access Drives to service Improvements within the Property but only within the area identified as "Future Access Corridor" on the Easement Plan. Access Drives are limited to a driving surface not to exceed sixteen (16) feet in width and constructed of pervious or semi-pervious materials.
- (viii) Subject to Review, Utility Improvements to service Improvements within the Property. If, subject to Review, underground installation is not reasonably feasible (financial or otherwise), Utility Improvements may be above ground.

3.02 Activities and Uses

Activities and uses within the Highest Protection Area are prohibited except as permitted below in this article and provided in any case that:

- The intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives.
 - No Invasive Species are introduced.
- (a) Existing Servitudes. Activities and uses that Owners are required to allow because of an Existing Servitude are permitted.
- (b) Resource Management and Disturbance. The following activities and uses are permitted:
- (i) Cutting trees, or other disturbance of resources, including removal of Invasive Species, to the extent reasonably prudent to remove, mitigate, or warn against an unreasonable risk of harm to Persons, their belongings, or health of Native Species on or about the Property. Owners must take such steps as are reasonable under the circumstances to consult with Holder prior to taking actions that, but for this provision, would not be permitted or would be permitted only after Review.
 - (ii) Planting, replanting, and maintaining a diversity of Native Species of trees, shrubs, and herbaceous plant materials in accordance with Best Management Practices or, subject to Review, planting, replanting, and maintaining other vegetation.
 - (iii) Subject to Review, removal of vegetation to accommodate replanting as permitted in this article.
 - (iv) Subject to Review, construction of permitted Improvements with prompt restoration of soil and native vegetation disturbed by such activity.
 - (v) Vehicular use in the case of emergency and in connection with resource management activities, educational or scientific uses permitted under this subsection consistent with and in furtherance of the Conservation Objectives.
 - (vi) Except within Wet Areas, cutting or removing trees, standing or fallen, but only if the aggregate inside bark diameter of stumps (one foot above ground on the uphill side) does not exceed three hundred (300) inches per year.
 - (vii) Subject to Review, generation and transmission of Renewable Energy if and to the extent Improvements for this renewable energy purpose do not materially and adversely affect maintenance or attainment of Conservation Objectives.
 - (viii) Application of manure and plant material, both well composted, and, subject to compliance with manufacturer's recommendations, other substances to promote the health and growth of vegetation. (These permitted substances do not include sludge, biosolids, septic system effluent, and related substances.)
 - (ix) Piling of brush and other vegetation to the extent reasonably necessary to accommodate activities or uses permitted within the Highest Protection Area, so long as intensity or frequency of the activity does not materially and adversely affect maintenance or attainment of Conservation Objectives.
 - (x) Other activities that Holder, without any obligation to do so, determines are consistent with maintenance or attainment of Conservation Objectives and are conducted in accordance with the Resource Management Plan or other plan approved for that activity after Review.

- (c) **Other Activities.** Activities are permitted that do not require Improvements other than trails and do not materially and adversely affect maintenance or attainment of Conservation Objectives such as the following: (1) walking, horseback riding on trails, cross-country skiing, swimming, bird watching, nature study, fishing, and hunting; and (2) educational, scientific or research, and aesthetic activities consistent with and in furtherance of the Conservation Objectives including workshops, classes, installations, exhibitions, small scale performances, lectures, demonstrations, discussions, and observation and enjoyment of the natural landscape.

Article 4. STANDARD PROTECTION AREA

There is no Standard Protection Area within the Property.

Article 5. MINIMAL PROTECTION AREA

5.01 Improvements

Improvements within the Minimal Protection Areas are prohibited except as permitted below in this article.

- (a) **Permitted under Preceding Articles.** Improvements permitted under a preceding article are permitted.
- (b) **Additional Improvements.** The following Additional Improvements are permitted:
- (i) Residential Improvements in MPA 2 only, including small outbuildings for residential use.
 - (ii) Within MPA 2 only, Improvements used or usable in furtherance of Sustainable Cultivation of Native Species, including green house, hoop house, hatchery, storage building, farm stand, and irrigation facilities.
 - (iii) Site Improvements servicing activities, uses, or Improvements permitted within the Property.
 - (iv) Subject to Review, not more than one Visitors Improvement in either MPA 1 or MPA 3. The Visitors Improvement must be designed and located so as not to impair scenic views described in the Conservation Objectives and, unless otherwise approved by Holder, after Review, is limited to a maximum Impervious Coverage limitation of one thousand five hundred (1500) square feet.
- (c) **Impervious Coverage Limitations.** Total Impervious Coverage, including that of both Existing and Additional Improvements but excluding that of Access Drives, parking area and ponds, must not exceed one thousand five hundred (1500) square feet for MPA 1, ten thousand (10,000) square feet for MPA 2, and one thousand five hundred (1500) square feet for MPA 3. These limitations are subject to the following supplemental limitations and exceptions:
- (i) Subject to Review, Holder may adjust Impervious Coverage limits to accommodate specific Improvements designed to reduce environmental harm caused by Impervious Coverage (for example, green roofs and permeable surfacing materials).
 - (ii) Impervious Coverage associated with additional Residential Improvements must not exceed a maximum of one thousand five hundred (1500) square feet.
- (d) **Site Improvement Limitations**
- (i) Signs remain limited as in Highest Protection Area.
 - (ii) Subject to Review, Utility Improvements to service Improvements within the Property. If, subject to Review, underground installation is not reasonably feasible (financial or otherwise), Utility Improvements may be above ground.
 - (iii) The following Improvements are not permitted unless Holder, without any obligation to do so, approves after Review: exterior storage tanks for petroleum or other hazardous or toxic substances (other than reasonable amounts of fuel for activities and uses within the Property permitted under this Grant).
- (e) **Access Drive and Parking Area Limitations.** Access Drives are limited to a driving surface not to exceed sixteen (16) feet in width and constructed of pervious or semi-pervious materials. Access Drives

remain limited, as in the Highest Protection Area, to service only Improvements within the Property and may only be constructed within the "Future Access Corridor" shown on the Easement Plan. Parking Areas associated with additional Residential Improvements or Visitors Improvement in MPA 1 or MPA 3 are permitted, subject to Review, consistent with the Conservation Objectives.

- (f) **Height Limitations.** The Height of Additional Improvements must not exceed thirty-five (35) feet or the Height of the highest Existing Improvement (for example, the barn in any of the Minimal Protection Areas,) whichever is greater. This limitation is subject to the following supplemental limitations and exceptions:
- (i) Fences, walls and gates remain limited as in the Highest Protection Area.
 - (ii) Improvements for recreational and other (non-Forestry) open space activities must not exceed 9 feet in Height.
 - (iii) Subject to Review, Holder may adjust Height limitations for specific Improvements requiring a greater Height to be functional (for example, Renewable Energy structures).
- (g) **Other Limitations on Improvements.** Additional Improvements permitted within the Minimal Protection Area are further limited as follows:
- (i) Not more than a total of 3 Improvements (whether an Existing Improvement or Additional Improvements) may contain Dwelling Units (if any) permitted under this article. All Dwelling Units are to be located in MPA 2.
 - (ii) Exterior fixtures furnishing artificial light during hours of darkness are permitted provided such fixtures must be "dark sky friendly" and consistent with Conservation Objectives pertaining to nocturnal lighting.

5.02 Activities and Uses

Activities and uses within the Minimal Protection Areas are prohibited except as permitted below in this article and provided in any case that:

- The intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives.
- No Invasive Species are introduced.

- (a) **Permitted under Preceding Article.** Activities and uses permitted under a preceding article are permitted within the Minimal Protection Area.
- (b) **Forestry.** Sustainable Positive Impact Forestry is permitted in accordance with a Resource Management Plan approved after Review.
- (c) **Education, Research, and Aesthetic Activities.** Education, research and aesthetic activities related to understanding, preserving and appreciating the Biotic Community and resource-specific references identified in the Conservation Objectives, are permitted in all Minimum Protection Areas. Within MPA 2 only, Sustainable Cultivation of Native Species is permitted in furtherance of these education and research activities.
- (d) **Administrative and Coordination Activities.** Administrative and Coordination Activities related to the maintenance and operation of the Property and on-site educational programs.
- (e) **Compatible Activities Related to Cultivation or Forestry.** The following activities are permitted if supportive of Sustainable Cultivation of Native Species or Sustainable Positive Impact Forestry and conducted at a low intensity compatible with the Conservation Objectives:
- (i) The storage of plant and animal products produced on the Property.
 - (ii) The piling or composting of the residues of plant or animal production occurring on the Property for sale or subsequent Sustainable Cultivation of Native Species or Sustainable Positive Impact Forestry use.
 - (iii) Subject to Review, sale of Sustainable Cultivation or Sustainable Positive Impact Forestry products produced on the Property.

- (iv) Subject to Review, services that directly support Sustainable Cultivation or Sustainable Positive Impact Forestry.
- (f) **Disturbance of Resources.** Disturbance of resources within the Minimal Protection Area is permitted for purposes reasonably related to activities or uses permitted within the Minimal Protection Area, for example:
 - (i) Removal or impoundment of water for activities and uses permitted within the Property but not for sale or transfer outside the Property.
 - (ii) Removal of vegetation and other Construction reasonably required to accommodate permitted Improvements.
 - (iii) Mowing, planting, and maintenance of lawn, garden, and landscaped areas. Non-Invasive, non-Native Species are permitted.
 - (iv) Generation of Renewable Energy and transmission of such energy if and to the extent Improvements for that purpose are permitted under this article.
- (g) **Commercial Activities.** Commercial activities, including food, plants and product sales are permitted within the Visitors Improvement, or in proximity thereof provided that such activities are ancillary to the primary purpose of the Visitors Improvement as a welcome and education center for visitors to the Property and the intensity and frequency of such use does not adversely affect Conservation Objectives. Subject to Review, exterior vehicular parking and signage accessory to such use may be permitted by Holder.
- (h) **Other Activities.** Outdoor recreational and other open-space activities are permitted that (1) are limited in time, place and intensity so as not to interfere with Conservation Objectives and (2) do not require motorized vehicles except as ancillary support to the primary activity. Activities that require earth disturbance or that will result in more than a *de minimis* reduction in soil permeability are subject to Review.
- (i) **Release and Disposal**
 - (i) Disposal of sanitary sewage effluent from Improvements within the Property is permitted.
 - (ii) Other piling of materials and non-containerized disposal of substances and materials are permitted but only if such disposal is permitted under Applicable Law; does not directly or indirectly create run-off or leaching outside the Minimal Protection Area; and does not otherwise adversely affect Conservation Objectives.
- (j) **Residential and Other Uses**
 - (i) Residential use is permitted but limited to not more than a total of three (3) Dwelling Units all in MPA 2.
 - (ii) Subject to Review, raising farm animals for Owners' personal use only and further limited to not more than proportional to one Animal Unit per two (2) acres of enclosed area is permitted.
 - (iii) An activity or use not otherwise addressed in this article is permitted if, from vantage points outside the Minimal Protection Area, it is not distinguishable from a permitted Sustainable Cultivation of Native Species, Sustainable Positive Impact Forestry, or residential use; or, if it is, Holder determines, after Review, that the activity or use is consistent with the Conservation Objectives.

Article 6. RIGHTS AND DUTIES OF HOLDER AND BENEFICIARIES

6.01 Holder Covenants

In support of the Conservation Objectives, Holder declares the following covenants binding upon its easement interest in the Property:

- (a) **Exercise of Powers.** Holder must exercise the powers granted to it by this Grant to block activities, uses, and Improvements of the Property inconsistent with the Conservation Objectives.
- (b) **Must be Qualified Organization.** Holder must be and remain at all times a Qualified Organization and must not transfer the Conservation Easement or otherwise assign its rights or responsibilities under

this Grant to a Person other than a Qualified Organization committed to upholding the Conservation Objectives.

- (c) **Proceeds Used for Conservation Purposes.** Holder must use any funds received on account of the release, termination, or extinguishment of the Conservation Easement in whole or in part in furtherance of its charitable conservation purposes.
- (d) **Forfeiture Remedy.** If Holder fails to abide by the covenants of this section, a Beneficiary of the Conservation Easement or the Commonwealth of Pennsylvania may petition a court of competent jurisdiction to order the Conservation Easement transferred to a Qualified Organization ready, willing, and able to abide by such covenants.

6.02 Rights and Duties of Holder

The items set forth below are both rights and duties vested in Holder by this Grant:

- (a) **Enforcement.** To enter the Property to investigate a suspected, alleged, or threatened violation of the covenants and, if found, to enforce the terms of this Grant by exercising Holder's remedies in this Grant.
- (b) **Inspection.** To enter and inspect the Property for compliance with the requirements of this Grant upon reasonable notice, in a reasonable manner, and at reasonable times.
- (c) **Review.** To exercise rights of Review in accordance with the requirements of this article.
- (d) **Interpretation.** To interpret the terms of this Grant and, at the request of Owners, furnish Holder's explanation of the application of such terms to then-existing, proposed, or reasonably foreseeable conditions within the Property.

6.03 Other Rights of Holder

The items set forth below are also rights vested in Holder by this Grant; however, Holder, in its discretion, may or may not exercise them:

- (a) **Amendment.** To enter into an Amendment with Owners if Holder determines that the Amendment: (1) will not impair Holder's power, enforceable in perpetuity, to block activities, uses, and Improvements of the Property inconsistent with the Conservation Objectives; (2) will not result in a private benefit prohibited under the Code; and (3) will be consistent with Holder's policy with respect to Amendment as of the applicable date of reference.
- (b) **Signs.** To install one or more signs within the Property identifying the interest of Holder or Beneficiaries in the Conservation Easement. Such signs do not reduce the number or size of signs permitted to Owners under this Grant. Signs are to be of the customary size installed by Holder or Beneficiary, as the case may be, and must be installed in locations readable from the public right-of-way and otherwise reasonably acceptable to Owners.
- (c) **Proceedings.** To assert a claim, defend or intervene in, or appeal, any proceeding under Applicable Law that (1) pertains to the impairment of Conservation Objectives; or (2) may result in a transfer, Improvement, or use that violates the terms of this Grant.

6.04 Review

The following provisions are incorporated into any provision of this Grant that is subject to Review:

- (a) **Notice to Holder.** At least 30 days before Owners intend to begin or allow an Improvement, activity, or use that is subject to Review, Owners must notify Holder of the proposed change including with the notice such information as is reasonably sufficient to comply with Review Requirements and otherwise describe the proposal and its potential impact on the Conservation Objectives.
- (b) **Notice to Owners.** Within 30 days after receipt of Owners' notice, Holder must notify Owners of Holder's determination to (1) accept Owners' proposal in whole or in part; (2) reject Owners' proposal in whole or in part; (3) accept Owners' proposal conditioned upon compliance with conditions imposed by Holder; or (4) reject Owners' proposal for insufficiency of information on which to base a determination. If Holder gives conditional acceptance under clause (3), commencement of the proposed Improvement, activity, or use constitutes acceptance by Owners of all conditions set forth in Holder's notice.

(c) **Failure to Notify.** If Holder fails to notify Owners as required in the preceding subsection, the proposal set forth in Owners' notice is deemed approved.

(d) Standard of Review

- (i) The phrase "without any obligation to do so," in relation to an approval or determination by Holder, means that, in that particular case, Holder's approval is wholly discretionary and may be given or withheld for any reason or no reason.
- (ii) In all other cases, Holder's approval is not to be unreasonably withheld. It is not unreasonable for Holder to disapprove a proposal that may adversely affect resources described in the Conservation Objectives or that is otherwise inconsistent with maintenance or attainment of Conservation Objectives.

6.05 Costs and Expenses

Owners must pay or reimburse, as the case may be, Holder's costs and expenses (including Losses, Litigation Expenses, allocated personnel costs, and reasonably incurred liabilities) in connection with: (a) enforcement (including exercise of remedies) under the terms of this Grant; (b) response to requests by Owners for Review, Waiver, or Amendment; and (c) compliance with requests for information, interpretation, or other action pertaining to the Grant if required by Applicable Law.

Article 7. VIOLATION; REMEDIES

7.01 Violation

If Holder determines that the terms of this Grant are being or have been violated or that a violation is threatened or imminent, then the provisions of this section will apply:

- (a) **Notice.** Holder must notify Owners of the violation. Holder's notice may include its recommendations of measures to be taken by Owners to cure the violation and restore features of the Property damaged or altered as a result of the violation.
- (b) **Opportunity to Cure.** Owners' cure period expires 30 days after the date of Holder's notice to Owners subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:
 - (i) Owners cease the activity constituting the violation promptly upon receipt of Holder's notice;
 - (ii) Owners and Holder agree, within the initial 30-day period, upon the measures Owners will take to cure the violation;
 - (iii) Owners commence to cure within the initial 30-day period; and
 - (iv) Owners continue thereafter to use best efforts and due diligence to complete the agreed upon cure.
- (c) **Imminent Harm.** No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to a natural resource or other feature of the Property described in the Conservation Objectives.

7.02 Remedies

Upon expiration of the cure period (if any) described in the preceding section, Holder may do one or more of the following:

- (a) **Injunctive Relief.** Seek injunctive relief to specifically enforce the terms of this Grant, to restrain present or future violations of the terms of this Grant, and/or to compel restoration of resources destroyed or altered as a result of the violation.
- (b) **Civil Action.** Exercise Holder's rights under Applicable Law to obtain a money judgment (together with interest thereon at the Default Rate).
- (c) **Self-Help.** Enter the Property to prevent or mitigate further damage to or alteration of natural resources of the Property identified in the Conservation Objectives.

7.03 Modification or Termination

If the Conservation Easement is or is about to be modified or terminated by exercise of the power of eminent domain (condemnation) or adjudication of a court of competent jurisdiction sought by a Person

other than Holder, the following provisions apply:

- (a) **Compensatory Damages.** Holder is entitled to collect, from the Person seeking the modification or termination, compensatory damages in an amount equal to the increase in Market Value of the Property resulting from the modification or termination plus reimbursement of Litigation Expenses as if a violation had occurred. In the event of an extinguishment of the Conservation Easement, Holder is entitled to the greater of the compensation provided under this section or the compensation provided under any other provision of this Grant.
- (b) **Restitution.** Holder is entitled to recover from the Person seeking the modification or termination: (1) restitution of amounts paid for this Grant (if any) and any other sums invested in the Property for the benefit of the public as a result of rights vested by this Grant, plus (2) reimbursement of Litigation Expenses as if a violation had occurred.

7.04 Remedies Cumulative

The description of Holder's remedies in this article does not preclude Holder from exercising any other right or remedy that may at any time be available to Holder under this article or Applicable Law. If Holder chooses to exercise one remedy, Holder may nevertheless choose to exercise one or more of the other rights or remedies available to Holder at the same time or at any other time.

7.05 Waivers

- (a) **No Waiver.** If Holder does not exercise a right or remedy when it is available to Holder, that is not to be interpreted as a waiver of any non-compliance with the terms of this Grant or a waiver of Holder's rights to exercise its rights or remedies at another time.
- (b) **No Material Effect.** Holder in its discretion may provide a Waiver if Holder determines that the accommodation is for a limited time and limited purpose and will have no material effect on the Conservation Objectives.

7.06 No Fault of Owners

Holder will waive its right to reimbursement under this article as to Owners (but not other Persons who may be responsible for the violation) if Holder is reasonably satisfied that the violation was not the fault of Owners and could not have been anticipated or prevented by Owners by reasonable means.

7.07 Multiple Owners

- (a) **Multiple Lots.** If different Owners own Lots within the Property, only Owners of the Lot in violation will be held responsible for the violation.
- (b) **Single Lot.** If more than one Owner owns the Lot in violation of the terms of this Grant, the Owners of the Lot in violation are jointly and severally liable for the violation regardless of the form of ownership.

Article 8. MISCELLANEOUS

8.01 Notices

- (a) **Requirements.** Each Person giving notice pursuant to this Grant must give the notice in writing and must use one of the following methods of delivery: (1) personal delivery; (2) certified mail, return receipt requested and postage prepaid; or (3) nationally recognized overnight courier, with all fees prepaid.
- (b) **Address for Notices.** Each Person giving a notice must address the notice to the appropriate Person at the receiving party at the address listed below or to another address designated by that Person by notice to the other Person:

If to Owners:

John B. and Catherine F. Smith
246 Brush Mountain Road
PO Box 132
Spring Mills, PA 16875

If to Holder:

ClearWater Conservancy of Central Pennsylvania, Inc.
2555 North Atherton Street
State College, PA 16803

8.02 Governing Law

The laws of the Commonwealth of Pennsylvania govern this Grant.

8.03 Transfer

- (a) **Notice Required.** Not less than thirty (30) days prior to transfer of the Property or a Lot, Owners must notify Holder of the name(s) and address for notices of the Persons who will become Owners following the transfer.
- (b) **Prior to Transfer.** Owners authorize Holder to (1) contact the Persons to whom the Property or Lot will be transferred, and other Persons representing Owners or the prospective transferees, to discuss with them this Grant and, if applicable, other pertinent documents; and (2) enter the Property to assess compliance with this Grant.
- (c) **Ending Continuing Liability.** If Holder is not notified per this section's requirement, it is not the obligation of Holder to determine whether a violation first occurred before or after the date of the transfer. The pre-transfer Owners continue to be liable on a joint and several basis with the post-transfer Owners for the correction of violations under this Grant until such time as Holder is given the opportunity to inspect and all violations noted in Holder's resulting inspection report are cured.

8.04 Burdens; Benefits

This Grant binds and benefits Owners and Holder and their respective personal representatives, successors, and assigns.

- (a) **Binding on All Owners.** This Grant vests a servitude running with the land binding upon the undersigned Owner or Owners and, upon recordation in the Public Records, all subsequent Owners of the Property or any portion of the Property are bound by its terms whether or not Owners had actual notice of this Grant and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Grant.
- (b) **Rights Exclusive to Holder.** Except for rights of Beneficiaries (if any) under this Grant, only Holder has the right to enforce the terms of this Grant and exercise other rights of Holder. Owners of Lots within the Property do not have the right to enforce the terms of this Grant against Owners of other Lots within the Property. Only Owners of the Lot that is the subject of a request for Review, Waiver, Amendment, interpretation, or other decision by Holder have a right to notice of, or other participation in, such decision.

8.05 Documentation Requirements

- (a) **Between Holder and Owners.** No Amendment, Waiver, approval after Review, interpretation, or other decision by Holder is valid or effective unless it is in writing and signed by an authorized signatory for Holder. This requirement may not be changed by oral agreement. The grant of an Amendment or Waiver in any instance or with respect to any Lot does not imply that an Amendment or Waiver will be granted in any other instance.
- (b) **Between Holder and Assignee.** Any assignment of Holder's rights under this Grant, if otherwise permitted under this Grant, must be in a document signed by both the assigning Holder and the assignee Holder. The assignment document must include a covenant by which the assignee Holder assumes the covenants and other obligations of Holder under this Grant. The assigning Holder must deliver the Baseline Documentation and such other documentation in Holder's possession reasonably needed to uphold the Conservation Objectives.

8.06 Severability

If any provision of this Grant is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Grant remain valid, binding, and enforceable. To the extent permitted by Applicable Law, the parties

waive application of any provision of Applicable Law that renders any provision of this Grant invalid, illegal, or unenforceable in any respect.

8.07 Counterparts

This Grant may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one document.

8.08 Indemnity

Owners must indemnify and defend the Indemnified Parties against all Losses and Litigation Expenses arising out of or relating to: (a) a breach or violation of this Grant or Applicable Law; and (b) personal injury (including death) and damage to personal belongings occurring on or about the Property if and to the extent not caused by the negligent or wrongful acts or omissions of an Indemnified Party.

8.09 Guides to Interpretation

- (a) **Captions.** The descriptive headings of the articles, sections, and subsections of this Grant are for convenience only and do not constitute a part of this Grant.
- (b) **Glossary.** If a term defined in the Glossary is not used in this Grant, the defined term is to be disregarded.
- (c) **Other Terms**
 - (i) The word "including" means "including but not limited to."
 - (ii) The word "must" is obligatory; the word "may" is permissive and does not imply an obligation.
- (d) **Conservation and Preservation Easements Act.** This Grant is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation easement under the Conservation and Preservation Easements Act.
- (e) **Restatement (Third) of the Law of Property: Servitudes.** This Grant is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation servitude under the Restatement (Third) of the Law of Property: Servitudes.

8.10 Entire Agreement

This is the entire agreement of Owners, Holder, and Beneficiaries (if any) pertaining to the subject matter of this Grant. The terms of this Grant supersede in full all statements and writings between Owners, Holder, and Beneficiaries (if any) pertaining to the transaction set forth in this Grant.

8.11 Incorporation by Reference

Each exhibit attached to this Grant is incorporated into this Grant by this reference. The Baseline Documentation (whether or not attached to this Grant) is incorporated into this Grant by this reference.

8.12 Coal Rights Notice

The following notice is given to Owners solely for the purpose of compliance with the Conservation and Preservation Easements Act:

NOTICE: The Conservation Easement may impair the development of coal interests including workable coal seams or coal interests that have been severed from the Property.

8.13 Jurisdiction; Venue

Holder and Owners submit to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania located in the county in which the Property is located and agree that any legal action or proceeding relating to this Grant or the Conservation Easement may be brought only in those courts located in that county.

Article 9. GLOSSARY

"Access Drive" means a road, drive, or lane providing vehicular access.

"Administrative and Coordination Activities" means the efforts required to maintain and operate the Property and coordinate its Visitor, Educational and Research Programs.

"Additional Improvement" means an Improvement other than an Existing Improvement.

"Amendment" means an amendment, modification, or supplement to this Grant signed by Owners and Holder and recorded in the Public Records. The term "Amendment" includes an amendment and restatement of this Grant.

"Animal Unit" means one thousand (1,000) pounds of live weight equals one Animal Unit.

"Applicable Law" means federal, state or local laws, statutes, codes, ordinances, standards, and regulations applicable to the Property, the Conservation Easement, or this Grant as amended through the applicable date of reference. If this Grant is intended to meet the requirements of a qualified conservation contribution, then applicable provisions of the Code and the Regulations are also included in the defined term.

"Beneficiary" means a Person given rights under the terms of this Grant (other than Owners or Holder).

"Best Management Practices" mean a series of guidelines or minimum standards (sometimes referred to as BMP's) recommended by federal, state, and/or county resource management agencies for farming and forestry operations; for preventing and reducing pollution of water resources and other disturbances of soil, water, and vegetative resources; and for protecting wildlife habitats.

"Biotic Community" means the organisms (plants, animals, microorganisms) living together in an environment with emphasis on the dynamic relationships among them as well as the relationships to landscape conditions such as food networks, symbiosis, predation, competition that affect other living things in the ecosystem.

"Code" means the Internal Revenue Code of 1986, as amended through the applicable date of reference.

"Conservation and Preservation Easements Act" means the Pennsylvania act of June 22, 2001 (P.L. 390, No. 29) (32 P.S. §§5051-5059) as amended through the applicable date of reference.

"Construction" means demolition, construction, reconstruction, maintenance, expansion, exterior alteration, installation, or erection of temporary or permanent Improvements; and, whether or not in connection with any of the foregoing, excavation, dredging, mining, filling, or removal of gravel, soil, rock, sand, coal, petroleum, or other minerals.

"Cultivation" means propagation and production of any member of the Biotic Community, including animals, plants, seeds and fungi for education, research, and personal use.

"Dark Sky" refers to the conservation effort established to explore how light pollution negatively impacts the nighttime environment and the tradition and heritage of dark skies. The importance of protecting night skies is the mission of the International Dark Sky Association (IDA). The organization, located at www.darksky.org, documents the impact of light pollution on the long-standing predictable rhythm of day and night and the negative impact artificial light at night has on the ecosystem. Importantly, the organization provides technical information on lighting and has established a Fixture Seal of Approval program to identify and assist with acquisition of dark sky friendly outdoor lighting.

"Default Rate" means an annual rate of interest equal at all times to two percent (2%) above the prime rate announced from time to time by the *Wall Street Journal*.

"Dwelling Unit" means the use or intended use of an Improvement or portion of an Improvement for human habitation by one or more Persons (whether or not related). Existence of a separate kitchen accompanied by sleeping quarters is considered to constitute a separate Dwelling Unit.

"Ecosystem" An ecosystem is a geographic area including all the living organisms (e.g. people, plant, animals and microorganisms), their physical surrounds (e.g. soil, water and air) and the natural cycles

(nutrient and hydrologic cycles) that sustain them. Ecosystems can be small (e.g., a single forest stand) or large (e.g., an entire watershed including hundreds of forest stands across many different ownerships).

"Ecosystem Services" means the important benefits for human beings associated with healthy functioning Ecosystems – such as the production of oxygen, soil genesis, water detoxification and nutrient recycling.

"Existing Improvement" means an Improvement existing as of the Easement Date as identified in the Baseline Documentation.

"Existing Servitude" means an easement or other matter affecting title to the Property (other than a Lien) accorded priority to the Conservation Easement by notice in the Public Records or other prior notice recognized under Applicable Law.

"Extraction Improvements" mean wells, casements, impoundments, and other Improvements for the exploration, extraction, collection, containment, transport, and removal (but not processing or refining) of oil or natural gas (regardless of source) from substrata beneath the surface of the Property. The term "Extraction Improvements" includes any Access Drive required for the Construction or operation of Extraction Improvements or the removal of oil or natural gas from the Property.

"Height" means the vertical elevation of an Improvement measured from the average exterior ground elevation of the Improvement to a point, if the Improvement is roofed, midway between the highest and lowest points of the roof excluding chimneys, cupolas, ventilation shafts, weathervanes, and similar protrusions or, if the Improvement is unroofed, the top of the Improvement.

"Impervious Coverage" means the footprints (including roofs, decks, stairs, and other extensions) of Improvements; paved or artificially covered surfaces such as crushed stone, gravel, concrete, and asphalt; impounded water (such as a man-made pond); and compacted earth (such as an unpaved roadbed). Also included in Impervious Coverage are green roofs and porous pavement surfaces. Excluded from Impervious Coverage are running or non-impounded standing water (such as a naturally occurring lake), bedrock and naturally occurring stone and gravel, and earth (whether covered with vegetation or not) so long as it has not been compacted by non-naturally occurring forces.

"Improvement" means a building, structure, facility, or other improvement, whether temporary or permanent, located on, above, or under the Property.

"Indemnified Parties" mean Holder, each Beneficiary (if any), and their respective members, directors, officers, employees and agents, and the heirs, personal representatives, successors, and assigns of each of them.

"Invasive Species" means a plant species that is non-native (or alien) to the ecosystem under consideration and whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, publications such as "Plant Invaders of Mid-Atlantic Natural Areas" by the National Park Service and U.S. Fish and Wildlife Service, are to be used to identify Invasive Species.

"Land" is understood to include soils, waters, plants, and animals as well as the interdependencies among them, consistent with the term as used by Aldo Leopold with respect to "Land Ethic" in A Sand County Almanac (1949).

"Lien" means a mortgage, lien, or other encumbrance securing the payment of money.

"Litigation Expense" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or claim for indemnification under this Grant including, in each case, attorneys' fees, other professionals' fees, and disbursements.

"Losses" mean any liability, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees, penalties, or other charge other than a Litigation Expense.

"Lot" means a unit, lot, or parcel of real estate separated or transferable for separate ownership or lease under Applicable Law.

"Market Value" means the fair value that a willing buyer, under no compulsion to buy, would pay to a willing seller, under no compulsion to sell as established by appraisal in accordance with the then-current edition of Uniform Standards of Professional Appraisal Practice issued by the Appraisal Foundation or, if applicable, a qualified appraisal in conformity with §1.170A-13 of the Regulations.

"Native Species" mean a plant or animal indigenous to the locality under consideration. In cases of uncertainty, published atlases, particularly *The Vascular Flora of Pennsylvania: Annotated Checklist and Atlas* by Rhoads and Klein and *Atlas of United States Trees, vols. 1 & 4* by Little are to be used to establish whether or not a species is native.

"Non-Invasive, non-Native Species" means a range of animals, plants, seeds, fungi which may not be considered Native species but whose presence is non-invasive and whose introduction and maintenance will not cause or be likely to cause economic or environmental harm or harm to human health including many herbs, impatiens, petunias, corn and many common garden plants.

"Owners" mean the undersigned Owner or Owners and all Persons after them who hold an interest in the Property.

"Person" means an individual, organization, trust, government, or other entity.

"Positive Impact Forestry" Positive Impact Forestry seeks to craft impacts from planting, growing, thinning, nurturing, managing and harvesting trees whether for timber or other useful products in order to achieve the long-term health and functioning of the forest Ecosystem. This goal must take precedence over production. Mere avoidance of negative impacts is insufficient to qualify as Positive Impact Forestry. Positive Impact Forestry employs the following guiding principles: create or improve water quality, wildlife habitat, and other Conservation Objectives; mitigate past silvicultural mistakes; exercise caution and conserve productivity for future generations.

"Public Records" mean the public records of the office for the recording of deeds in and for the county in which the Property is located.

"Qualified Organization" means a governmental or charitable entity that (a) meets the criteria of a qualified organization under §1.170(A-14(c)(1) of the Regulations and (b) is duly authorized to acquire and hold conservation easements under the Conservation and Preservation Easements Act.

"Regulations" mean the provisions of C.F.R. §1.170A-14, and any other regulations promulgated under the Code that pertain to qualified conservation contributions, as amended through the applicable date of reference.

"Regulatory Signs" mean signs (not exceeding one two square feet each) to control access to the Property or for informational, directional, or interpretive purposes.

"Renewable Energy" means energy that can be used without depleting its source such as solar, wind, geothermal, and movement of water (hydroelectric and tidal).

"Residential Improvements" mean dwellings and Improvements accessory to residential uses including garage, swimming pool, pool house, tennis court, children's play facilities, garden shed, animal facilities, storage building, equipment shed, barn.

"Resource Management Plan" means a record of the decisions and intentions of Owners prepared by a qualified resource management professional for the purpose of protecting natural resources that the Conservation Objectives aim to protect during certain operations potentially affecting those resources. It includes a resource assessment, identifies appropriate performance standards (based upon Best Management Practices where available and appropriate), and projects a multi-year description of planned activities for operations to be conducted in accordance with the plan.

"Review" means review and approval by Holder under the procedure described in article 6.

“Review Requirements” mean, collectively, any plans, specifications, or other information required for approval of the Subdivision, activity, use, or Improvement under Applicable Law (if any) plus the information required under (a) an exhibit incorporated into this Grant or (b) the Baseline Documentation or (c) if the information described in items (a) and (b) is inapplicable, unavailable, or insufficient under the circumstances, the guidelines for Review of submissions set by Holder to provide sufficient information to conduct its Review.

“Site Improvement” means an unenclosed Improvement such as an Access Drive, Utility Improvement, walkway, boardwalk, retention/detention basin or other stormwater management facility, well, septic system, bridge, parking area or other pavement, lighting fixture, sign, mailbox, fence, wall, gate, man-made pond, berm, and landscaping treatment. The term does not include Extraction Improvements.

“Soil Conservation Plan” means a plan for soil conservation that meets the requirements of the Natural Resources Conservation Service as of the applicable date of reference and for erosion and sedimentation control under Applicable Law.

“Steep Slope Area” means an area greater than one acre having a slope greater than 15%.

“Subdivision” means any division of the Property or any Lot within the Property; and any creation of a unit, lot, or parcel of real estate, including subsurface portions of the Property, for separate use or ownership by any means including by lease or by implementing the condominium form of ownership. The term “Subdivision” includes any “subdivision” as defined in the Pennsylvania Municipalities Planning Code, Act of 1968, P.L. 805, No. 247, as reenacted and amended as of the applicable date of reference.

“Sustainable” means land management practices that provide goods and services from an ecosystem without degrading soil or water resources and without a decline in the yield of those goods and services over time.

“Utility Improvement” means an Improvement for the reception, storage, or transmission of potable water, stormwater, sewage, electricity, gas, telecommunications, or other sources of power. The term does not include Extraction Improvements.

“Visitors Improvement” means an Improvement other than a Residential Improvement or Native Species Cultivation Improvement, that is designed and used primarily for the purpose of welcoming and orienting visitors to the Property, as well as providing educational opportunities consistent with the Conservation Objectives. A portion of the Visitors Improvement may include space for retail, office or other commercial uses, including research, property management and administration, but only as an ancillary use.

“Waiver” means a written commitment by which Holder, without any obligation to do so, agrees to refrain from exercising one or more of its rights and remedies for a specific period of time with respect to a specific set of circumstances.

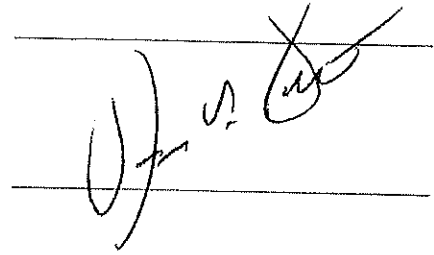
“Wet Area” means a watercourse, spring, wetland (including vernal pools), or non-impounded standing water, and the area within fifty (50) feet of its edge.

“Woodland Area” means an area within the Property described as “wooded” or “forested” in the Baseline Documentation or identified as such on the Easement Plan, or if not wooded or forested as of the Easement Date, is designated as successional woodland area on the Easement Plan.

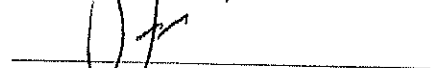
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INTENDING TO BE LEGALLY BOUND, the undersigned Owners and Holder, by their respective duly authorized representatives, have signed and delivered this Grant as of the Easement Date.

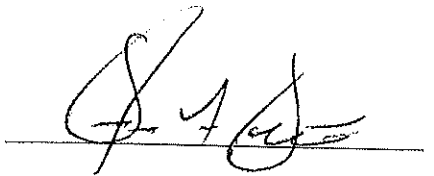
Witness/Attest:



John B. Smith (SEAL)
Owner's Name: JOHN B. SMITH



Catherine F. Smith (SEAL)
Owner's Name: CATHERINE F. SMITH



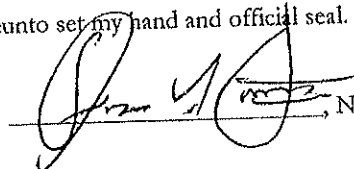
CLEARWATER CONSERVANCY OF CENTRAL
PENNSYLVANIA, INCORPORATED
By: Deborah J. Nardone (SEAL)
Name: DEBORAH J. NARDONE
Title: EXECUTIVE DIRECTOR

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CENTRE

ON THIS DAY 25th July, 2017, before me, the undersigned officer, personally appeared JOHN B. SMITH and CATHERINE F. SMITH, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

, Notary Public

Print Name:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Steven F. Smith, Notary Public
College Twp., Centre County
My Commission Expires Aug. 4, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

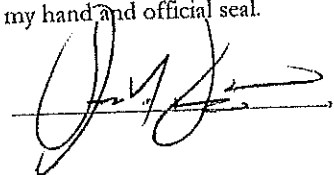
COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF CENTRE

ON THIS DAY 25th July, 2017, before me, the undersigned officer, personally appeared Deborah J. Hardzone, who acknowledged him/herself to be the Executive Director of CLEARWATER CONSERVANCY OF CENTRAL PENNSYLVANIA, INCORPORATED, a Pennsylvania non-profit corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by her/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

, Notary Public

Print Name:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Steven F. Smith, Notary Public
College Twp., Centre County
My Commission Expires Aug. 4, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT A

ALL THAT CERTAIN messuage, tenement and tract of land situate in Gregg Township, County of Centre, State of Pennsylvania, more fully bounded and described as follows, to-wit:

BEGINNING at a point in or near the centerline of Green Grove Road (T-615), a 33 foot right-of-way, said point being located at a common corner between the northeastern corner of lands N/F Charles W. & Cindy L. Stover, Deed Book 451, Page 854 and "Boundary Line Agreement"- Record Book 2169, Page 971 and a northwestern corner of the property herein described; thence following the said centerline of Green Grove Road (T-615), South 89°07'00" East, a distance of 291.45 feet to a point; thence along lands N/F Vernon R. and Karen D. Jodon, Record Book 514, Page 810, the following three (3) courses; (1) South 01°08'00" West, a distance of 15.78 feet to a 5/8" rebar found; (2) South 01°08'00" West, a distance of 134.70 feet to a 3/4" rebar with Gay cap set; and (3) South 88°50'00" East, a distance of 324.92 feet to a corner post found with 3/4" rebar witness; thence along lands N/F Green Grove Cemetery Association, Record Book 602, Book 480, South 89°00'30" East, a distance of 134.55 feet to a 5/8" rebar found; thence along lands N/F Gary M. and Ginger E. Horner, Record Book 475, Page 524, South 88°12'30" East, a distance of 352.65 feet to a 5/8" rebar found; thence along lands N/F Norman T. and Pamela J. Fedon, Record Book 2134, Page 358 and lands N/F Nevin and Betsy M. Stitzer, Record Book 695, Page 874, South 01°39'30" West, a distance of 1290.12 feet to a 3/4" rebar with Gay cap set at intersection of fence remnants; thence along lands N/F David Hosterman, Deed Book 365, Book 1167, the following two (2) courses; (1) South 71°14'30" West, a distance of 1933.01 feet to a 3/4" rebar with Gay cap set at intersection of fence remnants; and (2) South 02°43'00" West, a distance of 253.67 feet to a 5/8" rebar found; thence along lands N/F Christopher W. Kunes Revocable Trust, Record Book 2047, Page 302 - Tract 2, North 88°35'30" West, a distance of 216.76 feet to a corner fence post found with 3/4" rebar witness; thence along lands N/F Roger A. Stover, Record Book 1292, Page 624- First Tract, North 00°06'30" West, passing over a 5/8 inch rebar set at 241.91 feet for a total distance of 482.81 feet to a 3/4" rebar witness set beside existing fence post; thence along lands N/F Dorothy L. Sweeley, Record Book 518, Page 1136 and Record Book 518, Page 1144, North 01°33'00" West, a distance of 84.22 feet to a 3/4" rebar witness set beside existing fence post; thence along lands N/F Rachel L. Stroup, Record Book 1998, Page 384, North 01°41'30" West, a distance of 75.39 feet to an axle shaft found; thence along lands N/F John R. and Mary W. Stoner, Record Book 1976, Page 980, the following four (4) courses; (1) North 02°04'00" East, a distance of 243.09 feet to a 3/4" rebar with Gay cap set; (2) South 61°28'00" West, a distance of 72.11 feet to a 3/4" rebar with Gay cap set; (3) South 63°51'30" West, a distance of 43.30 feet to a 3/4" rebar with Gay cap set; and (4) South 71°09'30" West, a distance of 73.94 feet to a 3/4" rebar with Gay cap set; thence in and through the 20 foot right-of-way of Brush Mountain Road (SR 2007), South 71°09'30" West, a distance of 10.70 feet to a point in or near the centerline of said Brush Mountain Road (SR 2007); thence following the said centerline of Brush Mountain Road (SR 2007), North 00°18'30" East, a distance of 266.64 feet to a point in or near the said centerline of Brush Mountain Road (SR 2007); thence in and through said right-of-way of Brush Mountain Road (SR 2007) and along lands N/F Jeffery L. King, Record Book 483, Page 479, the following three (3) courses; (1) South 89°52'30" East, a distance of 22.27 feet to a 5/8" rebar found; (2) South 89°52'30" East, a distance of 240.26 feet to a 5/8" rebar found; and (3) North 00°06'30" West, a distance of 180.21 feet to a 5/8" rebar found; thence along lands N/F Christopher A. and Amy M. Moyer, Record Book 1992, Page 548, North 00°05'00" East, a distance of 179.97 feet to a 5/8" rebar found; thence along lands N/F Lawrence L. Condo, Deed Book 202, Page 523, South 89°20'00" East, a distance of 404.26 feet to a fence post found with 3/4" rebar witness; thence continuing along said lands N/F Lawrence L. Condo, Deed Book 202, Page 523, and lands N/F Curtis E. and Dorothy I. Ilgen, Deed Book 361, Page 475, North 00°12'00" East, a distance of 465.76 feet to a 3" x 3" angle iron fence post found with 3/4" rebar with Gay cap witness; thence along lands N/F Charles W. and Cindy L. Stover, Deed Book 451, Page 854 - Tracts 2 and 3 and "Boundary Line Agreement"- Record Book 2169, Page 971 the following three (3) courses; (1) South 77°20'54" East, passing over a 5/8 inch rebar set at

177.99 feet, passing over a 5/8 inch rebar set at 363.97 feet for a total distance of 533.98 feet to a 5/8" rebar found with an angle iron post witness; (2) North 04°20'54" West, passing over a 5/8 inch rebar set at 37.98 feet, passing over a 5/8 inch rebar set at 115.00 feet, passing over a 5/8 inch rebar set at 224.57 feet, for a total distance of 399.57 feet to a 3/4" rebar with Gay cap found; (3) North 05°11'06" East, passing over a 3/4" rebar with Gay cap found next to a fence post witness at 123.94 feet; (4) North 05°11'06" East, a distance of 37.68 feet to a point in the right-of-way at Green Grove Road (T-615) and continuing in and through said right-of-way of Green Grove Road (T-615), a 33 foot right-of-way, for a total distance of 161.62 feet to a point in or near the said centerline of Green Grove Road (T-615), a 33 foot right-of-way; which is the point of beginning.

CONTAINING 68.78 gross acres more or less.

BEING more fully depicted as Exhibit "A" on a plan entitled "Survey Plan John B. and Catherine F. Smith Retracement of Deed Book 348, Page 1148 Tax Parcel 21-4-57" as partially prepared by Fred D. Gay and Son, LLC Professional Land Surveyor, dated June 25, 2014 and last revised February 24, 2016, and partially prepared by Nittany Engineering & Associates, LLC, dated December 14, 2015, and recorded in Centre County Recorder of Deeds Office as an attachment to this deed.

ALSO BEING partially depicted on a "Boundary Line Agreement" between John B. Smith and Catherine F. Smith and Charles W. Stover and Cindy L. Stover, dated September 24, 2015 and is recorded in Centre County Recorder of Deeds Office, Record Book 2169, Page 971.

ALSO BEING a certain tract of land, which became vested in John B. Smith and Catherine F. Smith by deed from Clyde K. Glick and Verda E. Glick, dated August 28, 1974 and recorded in Centre County Deed Book 348, Page 1148.

UNDER AND SUBJECT to the portions of the "Green Grove Road" (T-615) 33 foot right-of-way and "Brush Mountain Road" (SR 2007) 20 foot right-of-way, that are located within the subject property.




TOGETHER with and subject to all existing covenants, easements, conditions and restrictions of record.



CLEARWATER
Conservancy

**Smith Property
at
Chicory Lane Farm**

**Baseline
Documentation**

-  Chicory Lane Farm Boundary
-  Parcel Boundaries
-  Streams

Background Photo Image:
USDA / NAIP - 2015



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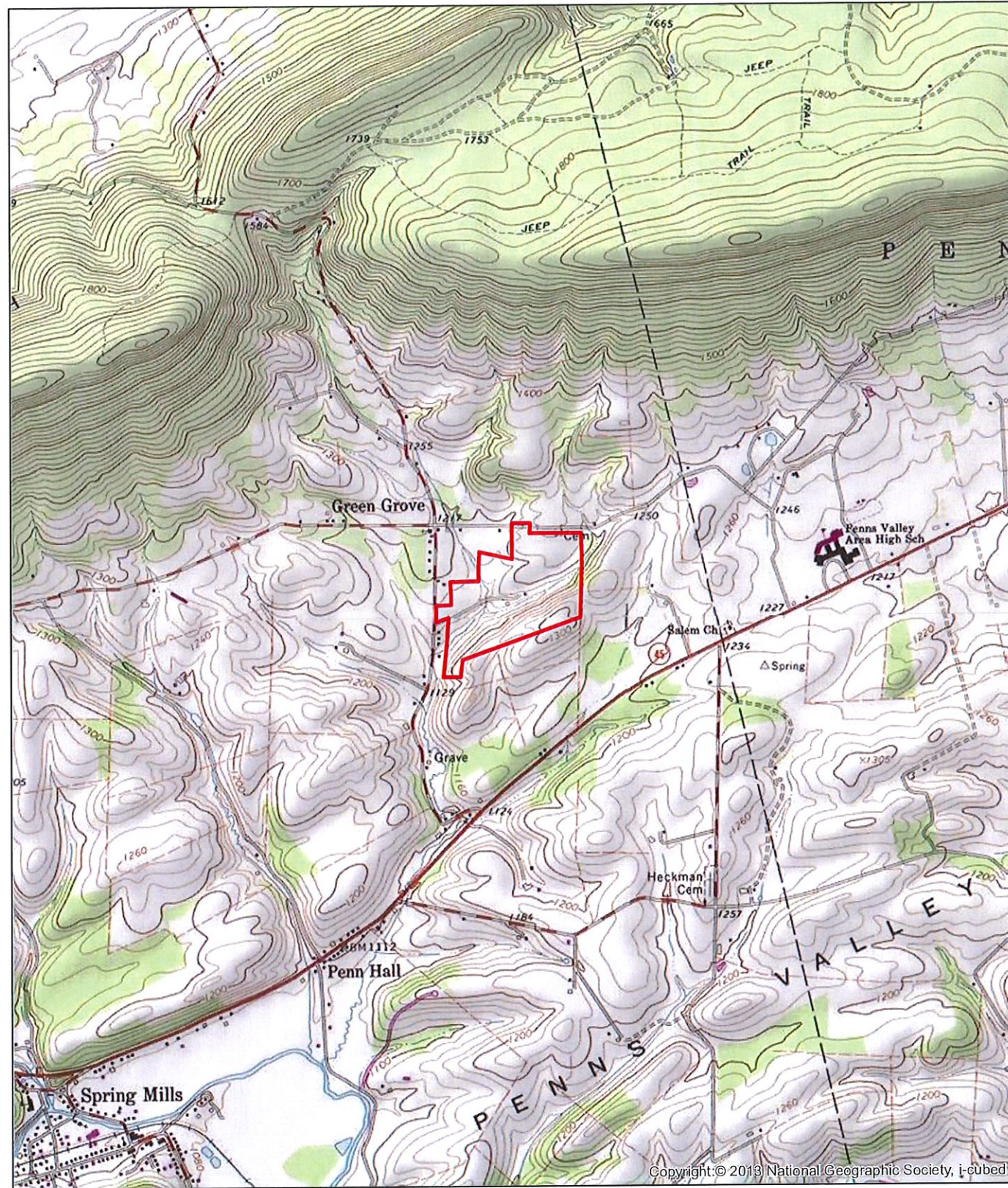


Created by: ClearWater Conservancy
June 2017 - JAB

Data Sources: Centre County
Conservation and Planning, USGS,
PennDOT, Chicory Lane Farm



Smith Property at Chicory Lane Farm

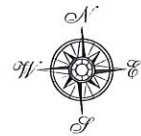


Smith Property

0 1,250 2,500 5,000 Feet

1:24,000




Baseline Documentation
Topography
7.5 minute USGS Quad



Map Created by ClearWater Conservancy:
June 2017 - JAB

*Smith Property
at
Chicory Lane Farm*

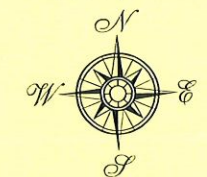
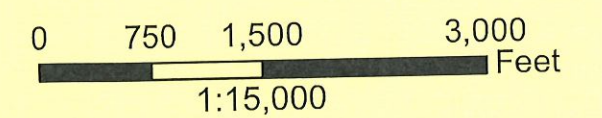
*Baseline Documentation
Aerial Map*

-  Chicory Lane Property
-  Streams
-  Parcel Boundaries

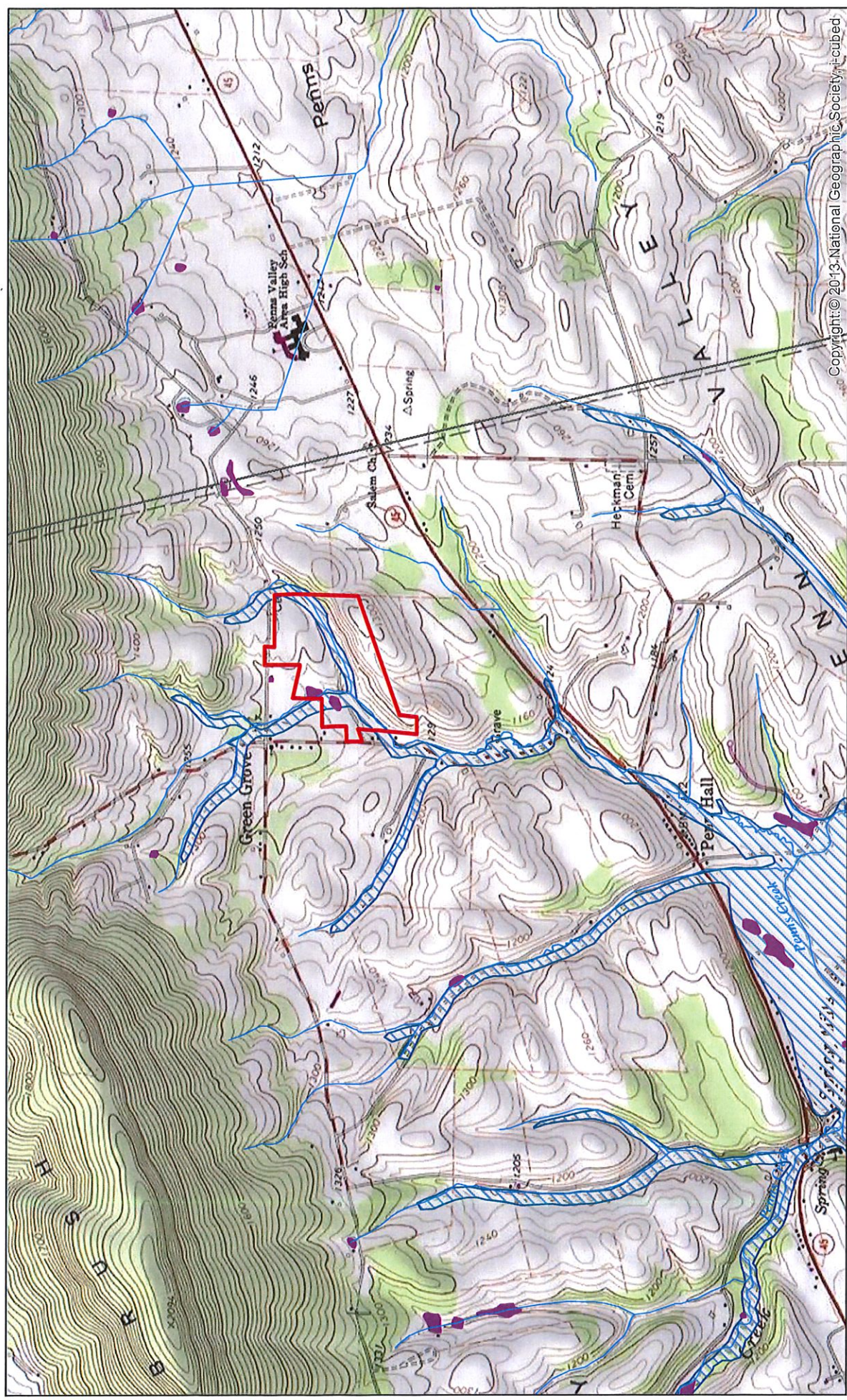
Created by ClearWater Conservancy:
June 2017 - JAB

Data Sources: USFWS, USGS, Centre
County Planning, Chicory Lane Farm.

Background Aerial Image:
USDA / NAIP - 2015



Smith Property at Chicory Lane Farm



- Smith Property
- Bald Eagle State Forest
- NWI Wetlands
- Floodplain - FEMA 100 yr

1:24,000
0 0.25 0.5 1 Miles

Copyright: © 2013 National Geographic Society, Inc. **CLEARWATER**
conservancy

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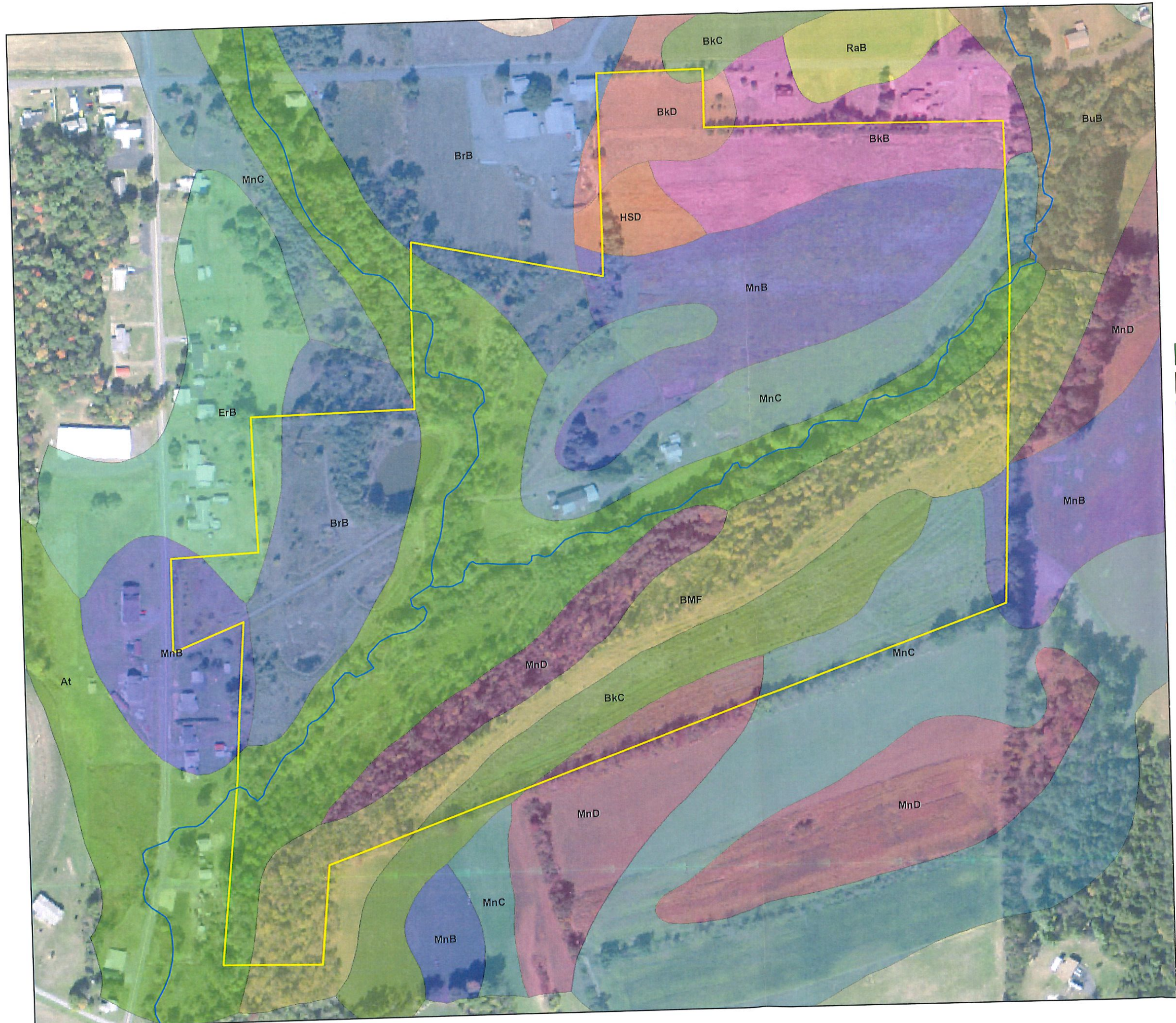
Baseline Documentation - Hydrology #2
















CLEARWATER conservancy

Smith Property at Chicory Lane Farm

Baseline Documentation NRCS Soils



-  At Atkins silt loam
-  BMF Berks & Weikert soils, steep
-  BkB Berks shaly silt loam, 3-8% slopes
-  BkC Berks shaly silt loam, 8-15% slopes
-  BkD Berks shaly silt loam, 15-25% slopes
-  BrB Brinkerton silt loam, 3-8% slopes
-  BuB Buchanan channery loam, 3-8% slopes
-  ErB Ernest channery silt loam, 3-8%
-  HSD Hazleton extremely stony sandy loam
-  MnB Millheim silt loam, 2-8% slopes
-  MnC Millheim silt loam, 8-15% slopes
-  MnD Millheim silt loam, 15-25% slopes
-  RaB Rayne silt loam, 2-10% slopes

Background photo image:
USDA/NAIP - 2015



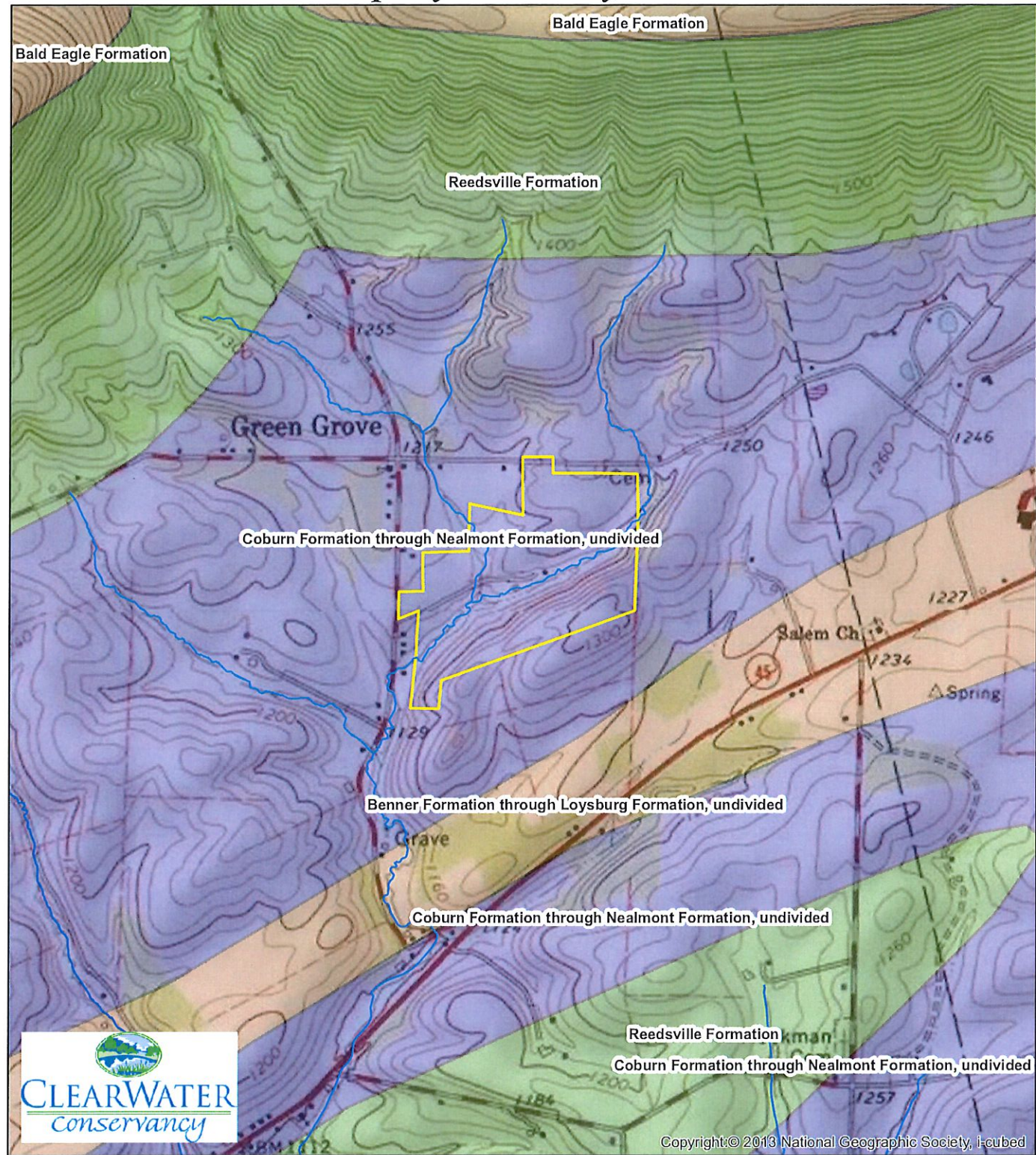
Feet
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Data Sources: USFWS, USGS,
Centre County Regional Planning

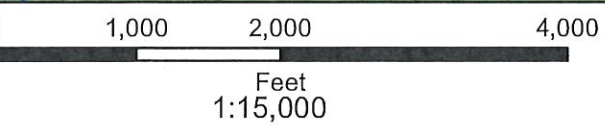
Map created by ClearWater Conservancy
Updated: February 2017 - JAB

Smith Property at Chicory Lane Farm

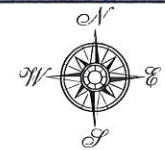


Streams
Smith - Chicory Lane

Background photo image:
USDA / NAIP - 2015



Baseline Documentation Geology



Data Sources: USFWS, USGS,
Centre County Regional Planning

Map created by ClearWater Conservancy
Updated: June 2017 - JAB

Chicory Lane DataBase Bird Search – 79 items

Common Name	Scientific Name	Bird Class	Comment
Cooper's Hawk:	<i>Accipiter cooperii</i>	Vultures, Hawks, Falcons and Allies	
Red-winged Blackbird:	<i>Agelaius phoeniceus</i>	Flycatchers, Songbirds and Allies	
Green-winged Teal:	<i>Anas crecca</i>	Waterfowl	jg
Mallard:	<i>Anas platyrhynchos</i>	Waterfowl	
Ruby-throated Hummingbird:	<i>Archilochus colubris</i>	Swifts and Hummingbirds	
Great Blue Heron:	<i>Ardea herodias</i>	Hérons, Ibises and Allies	
Tufted Titmouse:	<i>Baeolophus bicolor</i>	Flycatchers, Songbirds and Allies	
Cedar Waxwing:	<i>Bombycilla cedrorum</i>	Flycatchers, Songbirds and Allies	
Ruffed Grouse:	<i>Bonasa umbellus</i>	Pheasants, Grouse, Quail and Allies	
Canada Goose:	<i>Branta canadensis</i>	Waterfowl	
Great Horned Owl:	<i>Bubo virginianus</i>	Owls	
Red-tailed Hawk:	<i>Buteo jamaicensis</i>	Vultures, Hawks, Falcons and Allies	
Green Heron:	<i>Butorides virescens</i>	Hérons, Ibises and Allies	
Northern Cardinal:	<i>Cardinalis cardinalis</i>	Flycatchers, Songbirds and Allies	
Turkey Vulture:	<i>Cathartes aura</i>	Vultures, Hawks, Falcons and Allies	
Brown Creeper:	<i>Certhia americana</i>	Flycatchers, Songbirds and Allies	
Killdeer:	<i>Charadrius vociferus</i>	Shorebirds	

Common Name	Scientific Name	Bird Class	Comment
Yellow-billed Cuckoo:	<i>Coccyzus americanus</i>	Cuckoos and Allies	
Black-billed Cuckoo:	<i>Coccyzus erythrophthalmus</i>	Cuckoos and Allies	
Northern Flicker:	<i>Colaptes auratus</i>	Woodpeckers and Allies	
Rock Pigeon:	<i>Columba livia</i>	Pigeons and Doves	
American Crow:	<i>Corvus brachyrhynchos</i>	Flycatchers, Songbirds and Allies	
Common Raven:	<i>Corvus corax</i>	Flycatchers, Songbirds and Allies	
Blue Jay:	<i>Cyanocitta cristata</i>	Flycatchers, Songbirds and Allies	
Downy Woodpecker:	<i>Dryobates pubescens</i>	Woodpeckers and Allies	
Pileated Woodpecker:	<i>Dryocopus pileatus</i>	Woodpeckers and Allies	
Gray Catbird:	<i>Dumetella carolinensis</i>	Flycatchers, Songbirds and Allies	
American Kestrel:	<i>Falco sparverius</i>	Vultures, Hawks, Falcons and Allies	
Mourning Warbler:	<i>Geothlypis philadelphia</i>	Flycatchers, Songbirds and Allies	
Common Yellowthroat:	<i>Geothlypis trichas</i>	Flycatchers, Songbirds and Allies	
House Finch:	<i>Haemorhous mexicanus</i>	Flycatchers, Songbirds and Allies	
Bald Eagle:	<i>Haliaeetus leucocephalus</i>	Vultures, Hawks, Falcons and Allies	j9
Barn Swallow:	<i>Hirundo rustica</i>	Swifts and Hummingbirds	
Wood Thrush:	<i>Hylocichla mustelina</i>	Flycatchers, Songbirds and Allies	
Baltimore Oriole:	<i>Icterus galbula</i>	Flycatchers, Songbirds and Allies	
Belted	<i>Megaceryle</i>	Kingfishers	

Common Name	Scientific Name	Bird Class	Comment
Kingfisher:	<i>alcyon</i>	and Allies	
Eastern Screech-Owl:	<i>Megascops asio</i>	Owls	
Red-bellied Woodpecker:	<i>Melanerpes carolinus</i>	Woodpeckers and Allies	
Wild Turkey:	<i>Meleagris gallopavo</i>	Pheasants, Grouse, Quail and Allies	
Swamp Sparrow:	<i>Melospiza georgiana</i>	Flycatchers, Songbirds and Allies	
Song Sparrow:	<i>Melospiza melodia</i>	Flycatchers, Songbirds and Allies	
Northern Mockingbird:	<i>Mimus polyglottos</i>	Flycatchers, Songbirds and Allies	
Brown-headed Cowbird:	<i>Molothrus ater</i>	Flycatchers, Songbirds and Allies	
Great Crested Flycatcher:	<i>Myiarchus crinitus</i>	Woodpeckers and Allies	
Connecticut Warbler:	<i>Oporornis agilis</i>	Flycatchers, Songbirds and Allies	
Tennessee Warbler:	<i>Oreothlypis peregrina</i>	Flycatchers, Songbirds and Allies	
House Sparrow:	<i>Passer domesticus</i>	Flycatchers, Songbirds and Allies	
Indigo Bunting:	<i>Passerina cyanea</i>	Flycatchers, Songbirds and Allies	
Ring-necked Pheasant:	<i>Phasianus colchicus</i>	Pheasants, Grouse, Quail and Allies	
Rose-breasted Grosbeak:	<i>Pheucticus ludovicianus</i>	Flycatchers, Songbirds and Allies	
Hairy Woodpecker:	<i>Picoides villosus</i>	Woodpeckers and Allies	
Eastern Towhee:	<i>Pipilo erythrophthalmus</i>	Flycatchers, Songbirds and Allies	
Black-capped Chickadee:	<i>Poecile atricapillus</i>	Flycatchers, Songbirds and Allies	
Common Grackle:	<i>Quiscalus quiscula</i>	Flycatchers, Songbirds and	

Common Name	Scientific Name	Bird Class	Comment
		Allies	
Ruby-crowned Kinglet;	<i>Regulus calendula</i>	Flycatchers, Songbirds and Allies	
Eastern Phoebe;	<i>Sayornis phoebe</i>	Flycatchers, Songbirds and Allies	
American Woodcock;	<i>Scolopax minor</i>	Shorebirds	
Yellow-rumped Warbler;	<i>Setophaga coronata</i>	Flycatchers, Songbirds and Allies	
Magnolia Warbler;	<i>Setophaga magnolia</i>	Flycatchers, Songbirds and Allies	
Yellow Warbler;	<i>Setophaga petechia</i>	Flycatchers, Songbirds and Allies	
Cape May Warbler;	<i>Setophaga tigrina</i>	Flycatchers, Songbirds and Allies	
Eastern Bluebird;	<i>Sialia sialis</i>	Flycatchers, Songbirds and Allies	
white-breasted Nuthatch;	<i>Sitta carolinensis</i>	Other	
White-breasted Nuthatch;	<i>Sitta carolinensis</i>	Flycatchers, Songbirds and Allies	
American Goldfinch;	<i>Spinus tristis</i>	Flycatchers, Songbirds and Allies	
Chipping Sparrow;	<i>Spizella passerina</i>	Flycatchers, Songbirds and Allies	
Field Sparrow;	<i>Spizella pusilla</i>	Flycatchers, Songbirds and Allies	
European Starling;	<i>Sturnus vulgaris</i>	Flycatchers, Songbirds and Allies	
Tree Swallow;	<i>Tachycineta bicolor</i>	Swifts and Hummingbirds	
Carolina Wren;	<i>Thryothorus ludovicianus</i>	Flycatchers, Songbirds and Allies	
Brown Thrasher;	<i>Toxostoma rufum</i>	Flycatchers, Songbirds and Allies	
House Wren;	<i>Troglodytes</i>	Flycatchers,	

Common Name	Scientific Name	Bird Class	Comment
	<i>aedon</i>	Songbirds and Allies	
Winter Wren:	<i>Troglodytes hiemalis</i>	Flycatchers, Songbirds and Allies	
American Robin:	<i>Turdus migratorius</i>	Flycatchers, Songbirds and Allies	
Eastern Kingbird:	<i>Tyrannus tyrannus</i>	Flycatchers, Songbirds and Allies	
Red-eyed Vireo:	<i>Vireo olivaceus</i>	Flycatchers, Songbirds and Allies	
Blue-headed Vireo:	<i>Vireo solitarius</i>	Flycatchers, Songbirds and Allies	
Mourning Dove:	<i>Zenaida macroura</i>	Pigeons and Doves	
White-throated Sparrow:	<i>Zonotrichia albicollis</i>	Flycatchers, Songbirds and Allies	

Chicory Lane Data Base Plant Search – 310 items

Common Name	Botanical Name	Plant Class	Comment
Boxelder	<i>Acer negundo</i>	Tree	
Red Maple	<i>Acer rubrum</i>	Tree	
Silver Maple	<i>Acer saccharinum</i>	Tree	
Sugar Maple	<i>Acer saccharum</i>	Tree	
Yarrow	<i>Achillea millefolium</i>	Herbaceous	medicinal
Calamus	<i>Acorus calamus</i>	Herbaceous	medicinal
Doll's Eyes	<i>Actaea pachypoda</i>	Herbaceous	
Black Cohosh (Snakeroot)	<i>Actaea racemosa</i>	Herbaceous	medicinal
Red Baneberry	<i>Actaea rubra</i>	Herbaceous	
Maidenhair Fern	<i>Adiantum</i>	Herbaceous	threatened
agrimony	<i>Agrimonia</i>	Herbaceous	
Redtop	<i>Agrostis gigantea</i>	Graminoid	
Ramp	<i>Allium tricoccum</i>	Herbaceous	medicinal
Speckled Alder	<i>Alnus incana</i>	Shrub	
Ragweed	<i>Ambrosia artemisifolia</i>	Herbaceous	
Serviceberry	<i>Amelanchier arborea</i>	Tree	
Amsonia	<i>Amsonia tabernaemontana</i>	Herbaceous	
Big Bluestem	<i>Andropogon gerardii</i>	Graminoid	
Sweet Vernal Grass	<i>Anthoxanthum odoratum</i>	Graminoid	also buffalo grass
Dogbane	<i>Apocynum cannabinum</i>	Herbaceous	
Columbine	<i>Aquilegia canadensis</i>	Herbaceous	
Burdock	<i>Arctium minus</i>	Herbaceous	
Green Dragon	<i>Arisaema dracontium</i>	Herbaceous	
Jack-in-the- Pulpit	<i>Arisaema triphyllum</i>	Herbaceous	
Chokeberry	<i>Aronia melanocarpa</i>	Shrub	
Ginger (Wild)	<i>Asarum canadense</i>	Herbaceous	medicinal
Swamp Milkweed	<i>Asclepias incarnata</i>	Herbaceous	
Milkweed (Common)	<i>Asclepias syriaca</i>	Herbaceous	
Butterflyweed	<i>Asclepias tuberosa</i>	Herbaceous	
Heart-leaved Aster	<i>Aster cordifolius</i>	Herbaceous	also Symphyotrichum cordifolium, common blue aster
Panicled Aster	<i>Aster lanceolatum</i>	Herbaceous	
Calico Aster	<i>Aster lateriflorus</i>	Herbaceous	
New England Aster	<i>Aster novae-angliae</i>	Herbaceous	

Chicory Lane Data Base Plant Search – 310 items

Common Name	Botanical Name	Plant Class	Comment
Swamp Aster	<i>Aster punecius;</i>	Herbaceous	
Purple Stemmed Aster	<i>Aster puniceum (Symphyotrichum);</i>	Herbaceous	
Tradescants Aster	<i>Aster tradescanti;</i>	Herbaceous	
Small White Aster	<i>Aster vimineus;</i>	Herbaceous	also Symphyotrichum lateriflorum
Deadly Nightshade	<i>Atropa belladonna;</i>	Vine	medicinal
Blue False Indigo	<i>Baptisia australis;</i>	Herbaceous	threatened
Japanese Barberry	<i>Berberis thunbergii;</i>	Shrub	
Sweet Birch	<i>Betula lenta;</i>	Tree	medicinal
River Birch	<i>Betula nigra;</i>	Tree	
Beggar Ticks	<i>Bidens frondosa;</i>	Herbaceous	
Bur-Marigold	<i>Bidens laevis;</i>	Herbaceous	endangered
Borage	<i>Borago officinalis;</i>	Herbaceous	
Side Oats Grama	<i>Bouteloua curtipendula;</i>	Graminoid	threatened
Earlyleaf Brome	<i>Bromus altissimus;</i>	Graminoid	
Smooth Brome	<i>Bromus inermis Leyss;</i>	Graminoid	
Bindweed	<i>Calystegia sepium;</i>	Vine	medicinal
Prickly Bog Sedge	<i>Carex atlantica;</i>	Graminoid	
Crested Sedge	<i>Carex cristatella;</i>	Graminoid	
Graceful Sedge	<i>Carex gracillima;</i>	Graminoid	
Meadow Sedge	<i>Carex granularis;</i>	Graminoid	
Nodding Sedge	<i>Carex gynandra;</i>	Graminoid	
Sallow Sedge	<i>Carex lurida;</i>	Graminoid	
Drooping Sedge	<i>Carex prasina;</i>	Graminoid	
Eastern Star Sedge	<i>Carex radiata;</i>	Graminoid	
Rosey Sedge	<i>Carex rosea;</i>	Graminoid	
Broom Sedge	<i>Carex scoparia;</i>	Graminoid	
Awlfruit Sedge	<i>Carex stipata;</i>	Graminoid	
Upright Sedge	<i>Carex stricta;</i>	Graminoid	tussock
Fox sedge	<i>Carex vulpinoidea;</i>	Graminoid	
Hornbeam (American)	<i>Carpinus caroliniana;</i>	Tree	musclewood
Pignut Hickory	<i>Carya glabra;</i>	Tree	
Shagbark Hickory	<i>Carya ovata;</i>	Tree	
Blue Cohosh	<i>Caulophyllum</i>	Herbaceous	medicinal

Chicory Lane Data Base Plant Search – 310 items

Common Name	Botanical Name	Plant Class	Comment
	<i>thalictroides</i>		
Oriental Bitterweet	<i>Celastrus orbiculatus</i>	Vine	
American Bittersweet	<i>Celastrus scandens</i>	Vine	
Buttonbush (Common)	<i>Cephalanthus occidentalis</i>	Herbaceous	
Redbud	<i>Cercis canadensis</i>	Tree	
Partridge Pea	<i>Chamaecrista fasciculata</i>	Herbaceous	
Celandine (Greater)	<i>Chelidonium majus</i>	Herbaceous	medicinal
Turtlehead	<i>Chelone glabra</i>	Herbaceous	
Lamb's Quarters	<i>Chenopodium album</i>	Herbaceous	
Chicory	<i>Cichorium intybus</i>	Herbaceous	medicinal
Water Hemlock	<i>Cicuta douglasii</i>	Herbaceous	violently toxic
Enchanter's Nightshade	<i>Circaea quadrisulcata</i>	Herbaceous	
Canada Thistle	<i>Cirsium arvense</i>	Herbaceous	
Virgin's Bower	<i>Clematis virginiana</i>	Vine	
Sweet Fern	<i>Comptonia peregrina</i>	Herbaceous	
Horseweed (Canadian)	<i>Conyza canadensis</i>	Herbaceous	
Alternate-Leaved Dogwood	<i>Cornus alternifolia</i>	Tree	
Silky Dogwood	<i>Cornus amomum</i>	Shrub	
Flowering Dogwood	<i>Cornus florida</i>	Tree	
Gray Dogwood	<i>Cornus racemosa</i>	Shrub	
Red Osier Dogwood	<i>Cornus sericea</i>	Shrub	medicinal
Hawthorn (Common)	<i>Crataegus monogyna</i>	Tree	
Marjoram (Wild Oregano)	<i>Cunilla origanoides</i>	Herbaceous	
Clammy Cuphea	<i>Cuphea petiolata</i>	Herbaceous	
Dodder (common)	<i>Cuscuta gronovii</i>	Vine	
Sedge (Globe)	<i>Cyperus globulosus</i>	Herbaceous	
Umbrella Sedge	<i>Cyperus strigosus</i>	Graminoid	also Straw-colored Flatsedge and Nutsedge

Chicory Lane Data Base Plant Search – 310 items

Common Name	Botanical Name	Plant Class	Comment
Orchard Grass	<i>Dactylis glomerata</i> ;	Graminoid	
Queen Anne's Lace	<i>Daucus carota</i> ;	Herbaceous	
Dutchmans Breeches	<i>Dicentra cucullaria</i> ;	Herbaceous	
Tapered Rosette Grass	<i>Dichanthelium acuminatum</i> ;	Graminoid	
Teasel (Common)	<i>Dipsacus fullonum</i> ;	Herbaceous	
Shooting Star (White)	<i>Dodecathean meadia</i> ;	Herbaceous	endangered
Three-way Sedge	<i>Dulichium arundinaceum</i> ;	Herbaceous	
Purple Coneflower	<i>Echinacea purpurea</i> ;	Herbaceous	medicinal
Barnyardgrass	<i>Echinochloa crus-galli</i> ;	Graminoid	
Wild Cucumber Vine	<i>Echinocystis lobata</i> ;	Vine	
Autumn Olive	<i>Elaeagnus umbellata</i> ;	Shrub	
Needle Spikerush	<i>Eleocharis acicularis</i> ;	Graminoid	
Blunt Spikesedge	<i>Eleocharis obtusa</i> ;	Graminoid	
Spikerush (Common)	<i>Eleocharis palustris</i> ;	Graminoid	
Quackgrass	<i>Elymus repens</i> ;	Herbaceous	
Quack Grass	<i>Elymus repens</i> ;	Graminoid	
Riverbank Wild Rye	<i>Elymus riparius</i> ;	Graminoid	
Willowherb	<i>Epilobium ciliatum</i> ;	Herbaceous	
Northern Willowherb	<i>Epilobium glandulosum</i> ;	Herbaceous	
Horsetail	<i>Equisetum fluviatile</i> ;	Herbaceous	medicinal
Pilewort (Fireweed)	<i>Erechtites hieracifolia</i> ;	Herbaceous	
Daisy Fleabane	<i>Erigeron strigosus</i> ;	Herbaceous	
Hearts Aburstin	<i>Euonymus americanus</i>	Shrub	
Boneset	<i>Eupatorium perfoliatum</i> ;	Herbaceous	medicinal
Leafy Spurge	<i>Euphorbia esula</i> ;	Herbaceous	
White Wood Aster	<i>Eurybia divaricata</i> ;	Herbaceous	
Joe Pye Weed	<i>Eutrochium fistulosum</i> ;	Herbaceous	medicinal
American Beech	<i>Fagus sylvatica</i> ;	Tree	

Chicory Lane Data Base Plant Search – 310 items

Common Name	Botanical Name	Plant Class	Comment
Strawberry (Wild)	<i>Fragaria vesca</i>	Herbaceous	
White Ash	<i>Fraxinus americana</i>	Tree	
Green Ash	<i>Fraxinus pennsylvanica</i>	Tree	
Cleavers	<i>Galium aparine</i>	Herbaceous	
Bottle Gentian	<i>Gentian andrewsii</i>	Herbaceous	medicinal
Geranium (Wild)	<i>Geranium maculatum</i>	Herbaceous	medicinal
Yellow Avens	<i>Geum aleppicum Jacq.</i>	Herbaceous	
White avens	<i>Geum canadense</i>	Herbaceous	
American Mannagrass	<i>Glyceria grandis</i>	Graminoid	
Fowl Manna Grass	<i>Glyceria striata</i>	Graminoid	
Witchhazel	<i>Hamamelis virginiana</i>	Shrub	medicinal
Hepatica	<i>Hebatica americana</i>	Herbaceous	medicinal
Pennyroyal (American)	<i>Hedeoma pulegioides</i>	Herbaceous	medicinal
Thin-leaved Sunflower	<i>Helianthus decapetalus</i>	Herbaceous	
Giant Sunflower	<i>Helianthus giganteus</i>	Herbaceous	
Jerusalem Artichoke	<i>Helianthus tuberosus</i>	Herbaceous	
Daylily	<i>Hemerocallis fulva</i>	Herbaceous	
Orange Hawkweed	<i>Hieracium aurantiacum</i>	Herbaceous	
Yellow Hawkweed	<i>Hieracium caespitosum</i>	Herbaceous	
Goldenseal	<i>Hydrastis canadensis</i>	Herbaceous	medicinal
Virginia Waterleaf	<i>Hydrophyllum virginianum</i>	Herbaceous	
St. Johns Wort	<i>Hypericum perforatum</i>	Herbaceous	medicinal
Hyssop	<i>Hyssopus officinalis</i>	Herbaceous	medicinal
Kankakee Mallow	<i>Ilianna remota</i>	Herbaceous	
Jewelweed (orange)	<i>Impatiens capensis</i>	Herbaceous	medicinal
Jewelweed (yellow)	<i>Impatiens pallida</i>	Herbaceous	
Crested Iris	<i>Iris cristata</i>	Herbaceous	
Yellow Flag Iris	<i>Iris pseudacorus</i>	Herbaceous	medicinal
Butternut	<i>Juglans cinerea</i>	Tree	
Black Walnut	<i>Juglans nigra</i>	Tree	
Tapertip Rush	<i>Juncus acuminatus</i>	Graminoid	

Chicory Lane Data Base Plant Search – 310 items

Common Name	Botanical Name	Plant Class	Comment
Dudleys Rush	Juncus dudleii:	Graminoid	
Soft Rush	Juncus effuses:	Graminoid	also Common Rush
Soft Rush	Juncus effusus:	Herbaceous	
Grassleaf Rush	Juncus marginatus:	Graminoid	
Prickly Lettuce	Lactuca serriola:	Herbaceous	
Rice Cutgrass	Leersia oryzoides:	Graminoid	
White Grass	Leersia virginica:	Graminoid	also white cutgrass, virginia cutgrass
Motherwort	Leonurus cardiaca:	Herbaceous	medicinal
Marsh Blazing Star	Liatris spicata:	Herbaceous	
Privet	Ligustrum:	Shrub	
Canada Lily (red form)	Lilium canadense:	Herbaceous	
Spicebush	Lindera benzoin:	Shrub	
Blue Flax (Perennial)	Linum perenne:	Herbaceous	
Tulip Poplar	Liriodendron tulipifera:	Tree	
Cardinal Flower	Lobelia cardinalis:	Herbaceous	
Indian Tobacco	Lobelia inflata:	Herbaceous	medicinal
Blue Lobelia (Great)	Lobelia siphilitica:	Herbaceous	medicinal
Blue Lobelia (Great) alba	Lobelia siphilitica:	Herbaceous	medicinal
Tartarian Honeysuckle	Lonicera tatarica:	Shrub	
Water Purslane	Ludwigia palustris:	Herbaceous	also water seedbox
Virginia Bugleweed	Lycopus virginicus:	Herbaceous	
Purple Loosestrife	Lythrum salicaria:	Herbaceous	
Solomons Plume	Maianthemum racemosum :	Herbaceous	
Apple	Malus sp.:	Tree	naturalized, unknown varieties
Wild Apple	Malus sylvestri:	Tree	crabapple (european)
Cheese Mallow	malva neglecta:	Herbaceous	
Ostrich Fern	Matteuccia struthiopteris:	Herbaceous	
Yellow	Melilotus officinalis:	Herbaceous	

Chicory Lane Data Base Plant Search – 310 items

Common Name	Botanical Name	Plant Class	Comment
Blossom Sweet Clover			
Lemon Balm	<i>Melissa officinalis</i>	Herbaceous	medicinal
Monkey flower (sharp-winged)	<i>Mimulus Alatus</i>	Herbaceous	
Monkey Flower (Square Stemmed)	<i>Mimulus incarnata</i>	Herbaceous	
Monkeyflower	<i>Mimulus ringens</i>	Herbaceous	
Bergamot	<i>Monarda didyma</i>	Herbaceous	medicinal, red
Bergamot (Wild, Lavender)	<i>Monarda fistulosa</i>	Herbaceous	medicinal
Spotted Bee Balm	<i>Monarda punctata</i>	Herbaceous	medicinal
Mulberry (White)	<i>Morus alba</i>	Tree	white muberry
ForgetMeNot	<i>Myosotis sylvatica</i>	Herbaceous	
Catnip	<i>Nepeta cataria</i>	Herbaceous	medicinal
Catnip (one of many)	<i>Nepeta × faassenii</i>	Herbaceous	medicinal
Black Gum	<i>Nyssa sylvatica</i>	Tree	
Evening Primrose	<i>Oenothera Biennis</i>	Herbaceous	
Sensitive Fern	<i>Onoclea sensibilis</i>	Herbaceous	
Cinnamon Fern	<i>Osmunda cinnamomea</i>	Herbaceous	
Interrupted Fern	<i>Osmunda claytoniana</i>	Herbaceous	
Hophornbeam	<i>Ostrya virginiana</i>	Tree	
Royal Fern	<i>Osumnda regalis</i>	Herbaceous	
Sorrel	<i>Oxalis</i>	Herbaceous	medicinal
Switchgrass	<i>Panicum virgatum</i>	Graminoid	
Virginia Creeper	<i>Parthenocissus quinquefolia</i>	Vine	
Parsnip (Wild)	<i>Pastinaca sativa</i>	Herbaceous	medicinal
Tall White Beardtongue	<i>Penstemon digitalis</i>	Herbaceous	
Reed Canarygrass	<i>Phalaris arundinacea</i>	Graminoid	invasive, non-native
Reed Canary Grass	<i>Phalaris arundinacea</i>	Herbaceous	
Timothy Grass	<i>Phleum pratense</i>	Herbaceous	
Phlox	<i>Phlox divaricata</i>	Herbaceous	native phlox
Wild Phlox	<i>Phlox divaricate</i>	Herbaceous	
Chinese	<i>Physalis alkekengi</i>	Herbaceous	

Chicory Lane Data Base Plant Search – 310 items

Common Name	Botanical Name	Plant Class	Comment
Lantern			
Ground Cherry	<i>Physalis peruviana</i> :	Herbaceous	
Pokeweed	<i>Phytolacca americana</i> :	Herbaceous	
Clearweed	<i>Pilea pumila</i> :	Herbaceous	
Mugo Pine	<i>Pinus mugo</i> :	Tree	
Red Pine	<i>Pinus resinosa</i> :	Tree	
Eastern White Pine	<i>Pinus strobus</i> :	Tree	
Weeping White Pine (Eastern)	<i>Pinus strobus Pendula</i> :	Tree	
Scotch Pine	<i>Pinus sylvestris</i> :	Tree	
Japanese Black Pine	<i>Pinus thunbergii</i> :	Tree	
Sycamore	<i>Platanus occidentalis</i> :	Tree	
Flattened Meadowgrass	<i>Poa compressa</i> :	Graminoid	also Canada Bluegrass
Mayapple	<i>Podophyllum peltatum</i> :	Herbaceous	
Solomans Seal	<i>Polygonatum commutatum</i> :	Herbaceous	medicinal
Halberd-leaved Tearthumb	<i>Polygonum arifolium</i> :	Vine	
Smartweed	<i>Polygonum pennsylvanicum</i> :	Herbaceous	
Arrow-Leaved Tearthumb	<i>Polygonum sagittatum</i> :	Herbaceous	
Christmas Fern	<i>Polystichum acrostichoides</i> :	Herbaceous	
Aspen (Trembling)	<i>Populus tremuloides</i> :	Tree	
Cinquefoil (Common)	<i>Potentilla simplex</i> :	Herbaceous	
American Wild Plum	<i>Prunus americana</i> :	Tree	
Bird Cherry	<i>Prunus avium</i> :	Tree	
Sargent Cherry	<i>Prunus sargentii</i> :	Tree	
Black Cherry	<i>Prunus serotina</i> :	Tree	
Chokecherry	<i>Prunus virginiana</i> :	Tree	
Bracken Fern	<i>Pteridium aquilinum</i> :	Herbaceous	
Wild Pear (Unknown)	<i>Pyrus sp. (unknown)</i> :	Tree	wild pear, unknown species
Red Oak (Northern)	<i>Quercus alba</i> :	Tree	
Swamp White Oak	<i>Quercus bicolor</i> :	Tree	
Pin Oak	<i>Quercus palustris</i> :	Tree	

Chicory Lane Data Base Plant Search – 310 items

Common Name	Botanical Name	Plant Class	Comment
White Oak	Quercus rubra;	Tree	
Gray-headed Coneflower	Ratibida pinnata;	Herbaceous	
Smooth Sumac	Rhus glabra;	Tree	medicinal
Staghorn Sumac	Rhus typhina;	Tree	medicinal
Black Locust	Robinia pseudoacacia;	Tree	medicinal
Multiflora Rose	Rosa Multiflora;	Vine	
Black Raspberry	Rubus occidentalis;	Shrub	medicinal
Golden Raspberry	Rubus occidentalis;	Shrub	golden or yellow variant of Black raspberry
Fragrant Thimbleberry	Rubus odoratus;	Shrub	
Green-Headed Coneflower	Rudbeckia laciniata;	Herbaceous	
Yellow Dock	Rumex crispus;	Herbaceous	medicinal
Crack Willow	Salix fragilis;	Tree	
Shrub Willow (Type 1)	Salix sp. (type 1);	Shrub	shrub willow, type 1, unknown species
Shrub Willow (Type 2)	Salix sp. (type 2);	Shrub	shrub willow, type 2, unknown species
Elderberry	Sambucus canadensis;	Shrub	medicinal
American Elder	Sambucus canadensis;	Shrub	
Scarlet Elder	Sambucus racemosa;	Shrub	
Bloodroot	Sanguinaria canadensis;	Herbaceous	medicinal
Sassafras	Sassafras albidum;	Tree	
Little Bluestem	Schizachyrium scoparium;	Graminoid	
Green Bulrush	Scirpus atrovirens;	Graminoid	
Woolgrass	Scirpus cyperinus;	Graminoid	
Carpenters Square	Scrophularia marilandica;	Herbaceous	
Hoary Skullcap	Scutellaria incana;	Herbaceous	
Foxtail (Giant)	Setaria faberi;	Herbaceous	
Foxtail (Yellow)	Setaria glauca;	Herbaceous	
Blue-Eyed Grass	Sisyrinchium;	Herbaceous	
Greenbriar	Smilax rotundifolia;	Shrub	
Nightshade spp.	Solanum;	Herbaceous	nightshade genus
Tall Goldenrod (also Late)	Solidago altissima;	Herbaceous	

Chicory Lane Data Base Plant Search – 310 items

Common Name	Botanical Name	Plant Class	Comment
Sharp-Leaved Goldenrod	<i>Solidago arguta</i>	Herbaceous	
Blue-stemmed Goldenrod	<i>Solidago caesia</i>	Herbaceous	
Canada Goldenrod	<i>Solidago canadensis</i>	Herbaceous	
Lance-Leaved Goldenrod	<i>Solidago graminifolia</i>	Herbaceous	
Early Goldenrod	<i>Solidago juncea</i>	Herbaceous	
Gray Goldenrod	<i>Solidago nemoralis</i>	Herbaceous	
Sweet Goldenrod	<i>Solidago odora</i>	Herbaceous	
Rough-Leaved (-Stemmed) Goldenrod	<i>Solidago rugosa</i>	Herbaceous	
Indian Grass	<i>Sorghastrum nutans</i>	Graminoid	
Comfrey	<i>Symphytum officinale</i>	Herbaceous	medicinal
Tansy	<i>Tanacetum vulgare</i>	Herbaceous	medicinal
Dandelion	<i>Taraxacum officinale</i>	Herbaceous	medicinal
Tall Meadow Rue	<i>Thalictrum polygamum</i>	Herbaceous	
New York Fern	<i>Thelypteris noveboracensis</i>	Herbaceous	
Marsh Fern	<i>Thelypteris palustris</i>	Herbaceous	
Marsh Fern (Eastern)	<i>Thelypteris palustris</i>	Herbaceous	
Marsh Fern (Eastern)	<i>Thelypteris palustris</i>	Herbaceous	
Foamflower	<i>Tiarella cordifolia</i>	Herbaceous	
American Basswood	<i>Tilia americana</i>	Tree	linden
Poison Ivy	<i>Toxicodendron radicans</i>	Vine	
Ohio Spiderwort	<i>Tradescantia ohiensis</i>	Herbaceous	medicinal
Alsike Clover	<i>Trifolium hybridum</i>	Herbaceous	
Crimson Clover	<i>Trifolium incarnatum</i>	Herbaceous	
White Clover	<i>Trifolium repens</i>	Herbaceous	
Wake-Robin	<i>Trillium erectum</i>	Herbaceous	
Red Trillium	<i>Trillium erectum</i>	Herbaceous	wakerobin
Trillium (White)	<i>Trillium grandiflorum</i>	Herbaceous	
Yellow Trillium	<i>Trillium luteum</i>	Herbaceous	
Eastern Hemlock	<i>Tsuga canadensis</i>	Tree	

Chicory Lane Data Base Plant Search – 310 items

Common Name	Botanical Name	Plant Class	Comment
Cattail	<i>Typha latifolia;</i>	Herbaceous	medicinal
American Elm	<i>Ulmus americana;</i>	Tree	
Stinging Nettle	<i>Urtica dioica;</i>	Herbaceous	medicinal
Mullein	<i>Verbascum thapsus;</i>	Herbaceous	medicinal
Blue Vervain	<i>Verbena hastata;</i>	Herbaceous	
White Vervain	<i>Verbena urticifolia;</i>	Herbaceous	
Wingstem	<i>Verbesina alternifolia;</i>	Herbaceous	
New York Ironweed	<i>Vernonia noveboracensis;</i>	Herbaceous	
Culver's Root	<i>Veronicastrum virginicum ;</i>	Herbaceous	medicinal
Arrowwood Viburnum	<i>Viburnum dentatum;</i>	Shrub	
Nannyberry	<i>Viburnum lentago;</i>	Shrub	
Blackhaw Viburnum	<i>Viburnum prunifolium;</i>	Shrub	
Cranberry Viburnum	<i>Viburnum trilobum;</i>	Shrub	also American Cranberry
Wild Grape	<i>Vitis spp.;</i>	Vine	

Smith Property at Chicory Lane Farm

Baseline Documentation Exhibit A Protection Areas

-  Future Access Corridor
-  Chicory Lane Property
-  Minimum Protection
-  Highest Protection
-  Wetlands
-  Streams
-  50ft Stream Buffers

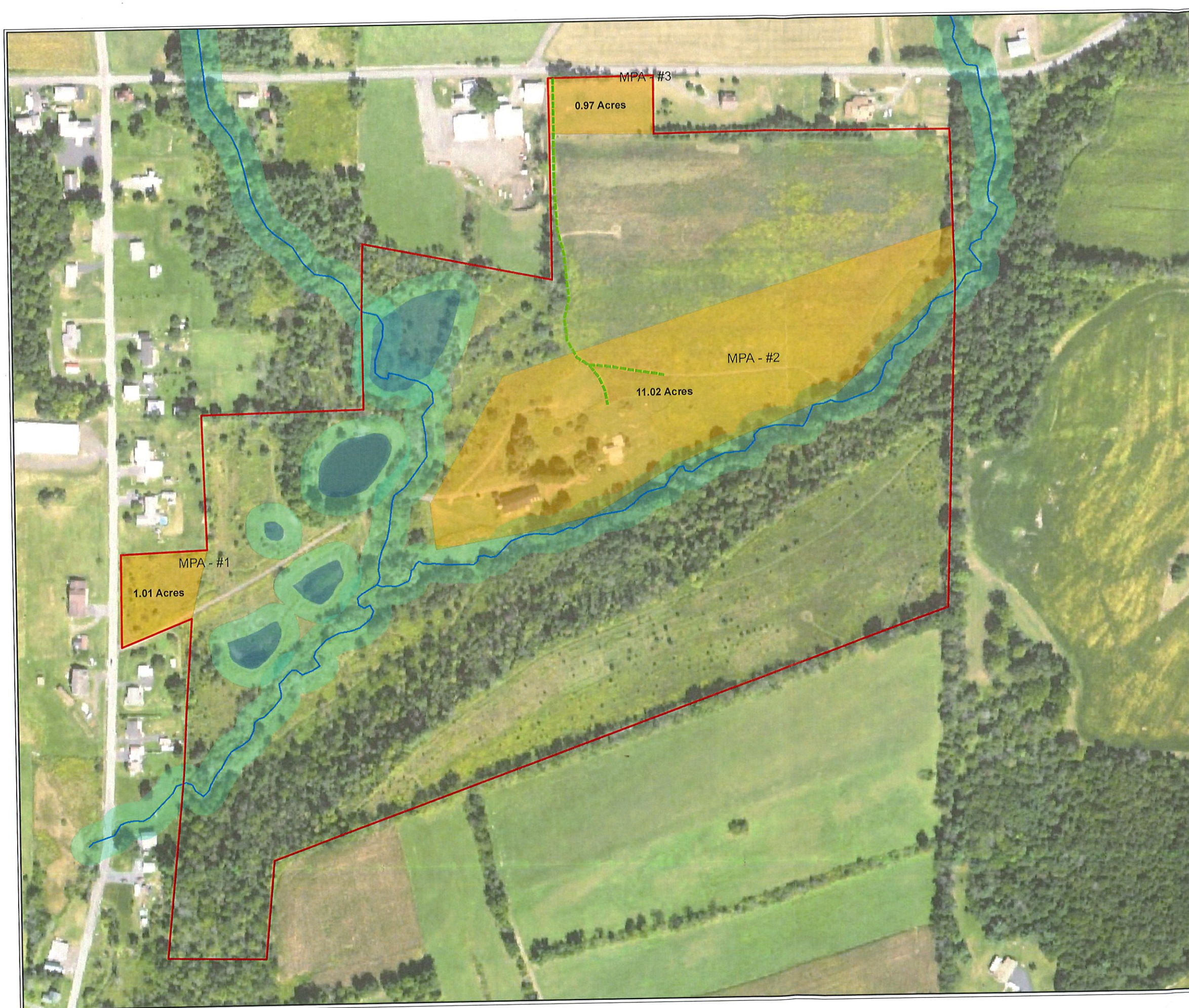
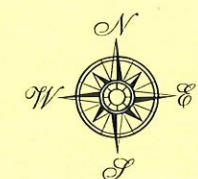
Created by ClearWater Conservancy:
June 2017 - JAB

Data Sources: USFWS, USGS, Centre
County Planning, Chicory Lane Farm.

Background Aerial Image:
USDA / NAIP - 2015

0 125 250 500
Feet

1:3,000



Owner's Policy of Title Insurance

Policy Issuer:
TUSSEY SETTLEMENT, INC.
432 ROLLING RIDGE DRIVE
SUITE 3A
STATE COLLEGE, PA 16801
PHONE: (814) 235-7500



Policy Number **OXp-81674301** File Number: 17-6399

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

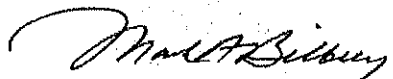
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

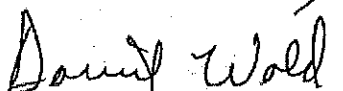
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Officer or Licensed Agent

By  President

Attest  Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

- (i) the occupancy, use, or enjoyment of the Land;
- (ii) the character, dimensions, or location of any improvement erected on the Land;
- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

CONDITIONS (con't)

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

CONDITIONS (con't)

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this

policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

OWNER'S POLICY

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company, 400 Second Avenue South,
Minneapolis, Minnesota 55401

SCHEDULE A

File No. 17-6399SFS

Policy No. OXP-81674301

Amount of Insurance: \$248,000.00

Date of Policy: July 25, 2017 or the date and time of recording, whichever is later.

1. Name of Insured:

ClearWater Conservancy of Central Pennsylvania

2. The estate or interest in the Land that is covered by this policy is:

FEE SIMPLE

3. Title is vested in:

John B Smith and Catherine F Smith by virtue of a deed from John B Smith and Catherine F Smith, dated June 1, 2016, and recorded July 1, 2016 in the Office of the Recorder of Deeds for the City of Spring Mills, County of Centre, in Book 2183, at Page 0191.

4. The Land referred to in this policy is described as follows:

For informational purposes only:

246 Brush Mountain Road, Spring Mills, PA 16875


Gregg Township

City of Spring Mills, County of Centre

(SEE ATTACHED SCHEDULE C FOR LEGAL DESCRIPTION)

Countersigned:

Tussey Settlement, Inc.

By: 

Authorized Signatory

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Real estate taxes and municipal charges which constitute liens but which are not yet due and payable; provided, however, that said taxes and municipal charges have been paid through **July 25, 2017**.
5. Possible additional tax assessment for new construction and/or major improvements.
6. Covenants, conditions, restrictions, easements, rights of way or servitudes, if any, appearing in the public record, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
7. Title to all of the oil, gas and other minerals within and underlying the premises, together with appurtenant mining, drilling and extraction rights and all other rights and privileges appurtenant thereto.
8. Oil and Gas Lease with Mary Cardine Shearer – 10 years or as long as producing dated 7/3/1951 and recorded 8/13/1951 in Misc. Book 43, Page 200.
9. Clean and Green dated 6/22/1994 and recorded 12/21/1994 in Book 4, Page 971.
10. Right of Way to West Penn Power and Allegheny Power dated 12/16/1998 and recorded 2/8/1999 in Record Book 1065, Page 739.
11. Amended Clean and Green dated 8/13/2004 and recorded 9/17/2004 in Book 13, Page 884.
12. Amendment to Agricultural security area (1639-335) dated 2/14/2008 and recorded 3/6/2008 in Record Book 2006, Page 177.
13. Boundary Line Agreement with Charles and Cindy L. Stover dated 9/24/2015 and recorded 10/1/2015 in Record Book 2169, Page 971.
14. Amended Clean and Green dated 7/7/2016 and recorded 7/25/2016 in Book 7184, Page 279.
15. Coal and/or mineral rights, the right of surface and subsidence.

NOTICE-THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL (MAY) HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND.

THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS LEGAL INSTRUMENT.

(This notice is set forth in the manner provided by Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

SCHEDULE C

File Number: 17-6399SFS

Policy Number: OXP-81674301

ALL THAT CERTAIN messuage, tenement and tract of land situate in Gregg Township, County of Centre, State of Pennsylvania, more fully bounded and described as follows, to-wit:

BEGINNING at a point in or near the centerline of Green Grove Road (T-615), a 33 foot right-of-way, said point being located at a common corner between the northeastern corner of lands N/F Charles W. & Cindy L. Stover, Deed Book 451, Page 854 and "Boundary Line Agreement"- Record Book 2169, Page 971 and a northwestern corner of the property herein described; thence following the said centerline of Green Grove Road (T-615), South 89°07'00" East, a distance of 291.45 feet to a point; thence along lands N/F Vernon R. and Karen D. Jodon, Record Book 514, Page 810, the following three (3) courses; (1) South 01°08'00" West, a distance of 15.78 feet to a 5/8" rebar found; (2) South 01°08'00" West, a distance of 134.70 feet to a 3/4" rebar with Gay cap set; and (3) South 88°50'00" East, a distance of 324.92 feet to a corner post found with 3/4" rebar witness; thence along lands N/F Green Grove Cemetery Association, Record Book 602, Book 480, South 89°00'30" East, a distance of 134.55 feet to a 5/8" rebar found; thence along lands N/F Gary M. and Ginger E. Horner, Record Book 475, Page 524, South 88°12'30" East, a distance of 352.65 feet to a 5/8" rebar found; thence along lands N/F Norman T. and Pamela J. Fedon, Record Book 2134, Page 358 and lands N/F Nevin and Betsy M. Stitzer, Record Book 695, Page 874, South 01°39'30" West, a distance of 1290.12 feet to a 3/4" rebar with Gay cap set at intersection of fence remnants; thence along lands N/F David Hosterman, Deed Book 365, Book 1167, the following two (2) courses; (1) South 71°14'30" West, a distance of 1933.01 feet to a 3/4" rebar with Gay cap set at intersection of fence remnants; and (2) South 02°43'00" West, a distance of 253.67 feet to a 5/8" rebar found; thence along lands N/F Christopher W. Kunes Revocable Trust, Record Book 2047, Page 302 - Tract 2, North 88°35'30" West, a distance of 216.76 feet to a corner post found with 3/4" rebar witness; thence along lands N/F Roger A. Stover, Record Book 1292, Page 624- First Tract, North 00°06'30" West, passing over a 5/8 inch rebar set at 241.91 feet for a total distance of 482.81 feet to a 3/4" rebar witness set beside existing fence post; thence along lands N/F Dorothy L. Sweeley, Record Book 518, Page 1136 and Record Book 518, Page 1144, North 01°33'00" West, a distance of 84.22 feet to a 3/4" rebar witness set beside existing fence post; thence along lands N/F Rachel L. Stroup, Record Book 1998, Page 384, North 01°41'30" West, a distance of 75.39 feet to an axle shaft found; thence along lands N/F John R. and Mary W. Stoner, Record Book 1976, Page 980, the following four (4) courses; (1) North 02°04'00" East, a distance of 243.09 feet to a 3/4" rebar with Gay cap set; (2) South 61°28'00" West, a distance of 72.11 feet to a 3/4" rebar with Gay cap set; (3) South 63°51'30" West, a distance of 43.30 feet to a 3/4" rebar with Gay cap set; and (4) South 71°09'30" West, a distance of 73.94 feet to a 3/4" rebar with Gay cap set; thence in and through the 20 foot right-of-way of Brush Mountain Road (SR 2007), South 71°09'30" West, a distance of 10.70 feet to a point in or near the centerline of said Brush Mountain Road (SR 2007); thence following the said centerline of Brush Mountain Road (SR 2007), North 00°18'30" East, a distance of 266.64 feet to a point in or near the said centerline of Brush Mountain Road (SR 2007); thence in and through said right-of-way of Brush Mountain Road (SR 2007) and along lands N/F Jeffery L. King, Record Book 483, Page 479, the following three (3) courses; (1) South 89°52'30" East, a distance of 22.27 feet to a 5/8" rebar found; (2) South 89°52'30" East, a distance of 240.26 feet to a 5/8" rebar found; and (3) North 00°06'30" West, a distance of 180.21 feet to a 5/8" rebar found; thence along lands N/F Christopher A. and Amy M. Moyer, Record Book 1992, Page 548, North 00°05'00" East, a distance of 179.97 feet to a 5/8" rebar found; thence along lands N/F Lawrence L. Condo, Deed Book 202, Page 523, South 89°20'00" East, a distance of 404.26 feet to a fence post found with 3/4" rebar witness; thence continuing along said lands N/F Lawrence L. Condo, Deed Book 202, Page 523, and lands N/F Curtis E. and Dorothy I. Ilgen, Deed Book 361, Page 475, North 00°12'00" East, a distance of 465.76 feet to a 3" x 3" angle iron fence post found with 3/4" rebar with Gay cap witness; thence along lands N/F Charles W. and Cindy L. Stover, Deed Book 451, Page 854 - Tracts 2 and 3 and "Boundary Line Agreement"- Record Book 2169, Page 971 the following three (3) courses; (1) South 77°20'54" East, passing over a 5/8 inch rebar set at 177.99 feet, passing over a 5/8 inch rebar set at 363.97 feet for a total distance of 533.98 feet to a 5/8" rebar found with an angle iron post witness; (2) North 04°20'54" West, passing over a 5/8 inch rebar set at 37.98 feet, passing over a 5/8 inch rebar set at 115.00 feet, passing over a

OWNER'S POLICY
SCHEDULE C
(continued)

File Number: 17-6399SFS

Policy Number: OXP-81674301

5/8 inch rebar set at 224.57 feet, for a total distance of 399.57 feet to a 3/4" rebar with Gay cap found; (3) North 05°11'06" East, passing over a 3/4" rebar with Gay cap found next to a fence post witness at 123.94 feet; (4) North 05°11'06" East, a distance of 37.68 feet to a point in the right-of-way at Green Grove Road (T-615) and continuing in and through said right-of-way of Green Grove Road (T-615), a 33 foot right-of-way, for a total distance of 161.62 feet to a point in or near the said centerline of Green Grove Road (T-615), a 33 foot right-of-way; which is the point of beginning.

CONTAINING 68.78 gross acres more or less.

BEING more fully depicted as Exhibit "A" on a plan entitled "Survey Plan John B. and Catherine F. Smith Retracement of Deed Book 348, Page 1148 Tax Parcel 21-4-57" as partially prepared by Fred D. Gay and Son, LLC Professional Land Surveyor, dated June 25, 2014 and last revised February 24, 2016, and partially prepared by Nittany Engineering & Associates, LLC, dated December 14, 2015, and recorded in Centre County Recorder of Deeds Office as an attachment to this deed.

ALSO BEING partially depicted on a "Boundary Line Agreement" between John B. Smith and Catherine F. Smith and Charles W. Stover and Cindy L. Stover, dated September 24, 2015 and is recorded in Centre County Recorder of Deeds Office, Record Book 2169, Page 971.

ALSO BEING a certain tract of land, which became vested in John B. Smith and Catherine F. Smith by deed from Clyde K. Glick and Verda E. Glick, dated August 28, 1974 and recorded in Centre County Deed Book 348, Page 1148.

UNDER AND SUBJECT to the portions of the "Green Grove Road" (T-615) 33 foot right-of-way and "Brush Mountain Road" (SR 2007) 20 foot right-of-way, that are located within the subject property.

TOGETHER with and subject to all existing covenants, easements, conditions and restrictions of record.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this _____ day of _____, 2015, by and between:

JOHN B. SMITH and **CATHERINE F. SMITH**, husband and wife, of Gregg Township, Centre County, Pennsylvania, party of the first part, hereinafter referred to as "**Smith**,"

- A N D -

CHARLES W. STOVER and **CINDY L. STOVER**, husband and wife, also of Gregg Township, Centre County, Pennsylvania, party of the second part, hereinafter referred to as "**Stover**."

RECITALS:

Smith is the owner of Centre County Tax Parcel No. 21-004-57 as more fully described in Deed Bk. 348, Page 1148. Stover is the owner of Centre County Tax Parcel No. 21-004-51 as more fully described in Deed Bk. 451, Page 854.

The aforementioned tax parcels share a common boundary. The lands in question are agricultural in nature. The parties have entered into a Boundary Line Agreement which has been recorded in Centre County Record Bk. _____, Page _____.

With permission, Stover has utilized an area on Smith's property as a cattle pen for Stover's purposes as a part of Stover's farming operation.

The parties wish to continue this permissive use and wish to memorialize the understanding regarding Stover's use of Smith's property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereunto do hereby agree as follows:

1. Smith shall permit Stover to utilize a portion of Smith's property as depicted on Exhibit "A," attached hereto and made a part hereof, for Stover's purpose in using the area as a cattle pen accessory to Stover's cattle operation located on Stover's property.

2. The license granted herein shall be limited to the area depicted on Exhibit "A" attached hereto and made a part hereof.

3. The license acknowledging previous permissive use shall commence as of the date of the within License Agreement and continue until terminated by mutual agreement of the parties, the cessation of cattle operations by Stover, or the conveyance of Stover's property as described in Centre County Deed Bk. 451, Page 854 to individuals other than Stover's children.

4. The within License Agreement shall have a term of five (5) years. Following conclusion of the initial five (5) year term the within License Agreement shall automatically renew on a year-to-year basis unless terminated by either Stover or Smith.

5. No structures may be constructed on the licensed property except for gates and fencing as may be required to facilitate Stover's use.

6. Stover will maintain access along the existing farm lane, extending from Green Grove Road, a township right-of-way, to provide access to Smith's property. As may be appropriate the access may be gated by Stover party with Stover and Smith having appropriate access.

7. The license created herein shall not be assignable except for transfers to children as hereinabove contemplated, but shall be binding upon Stover and Smith and their respective heirs, successors and assigns.

8. Following termination or conclusion of Stover's use of the property depicted on Exhibit "A," Stover shall restore the licensed property to the condition it is in as of the date of the within License Agreement.

9. Although utilized as a cattle pen accessory to Stover's cattle operation, Stover may utilize the area for goats should Stover wish.

10. Stover and Smith acknowledge that the utilization of the property depicted on Exhibit "A" by Stover is with Smith's consent and permission.

11. The within License Agreement may be modified as the parties may subsequently agree by written amendment.

12. Any utilization of the licensed property shall provide adequate security to control the animals to be housed on the licensed property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

WITNESSES:

_____	_____
	John B. Smith
_____	_____
	Catherine F. Smith
_____	_____
	Charles W. Stover
_____	_____
	Cindy L. Stover

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the _____ day of _____, 2015, before me the undersigned authority, personally appeared John B. Smith and Catherine F. Smith, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: _____

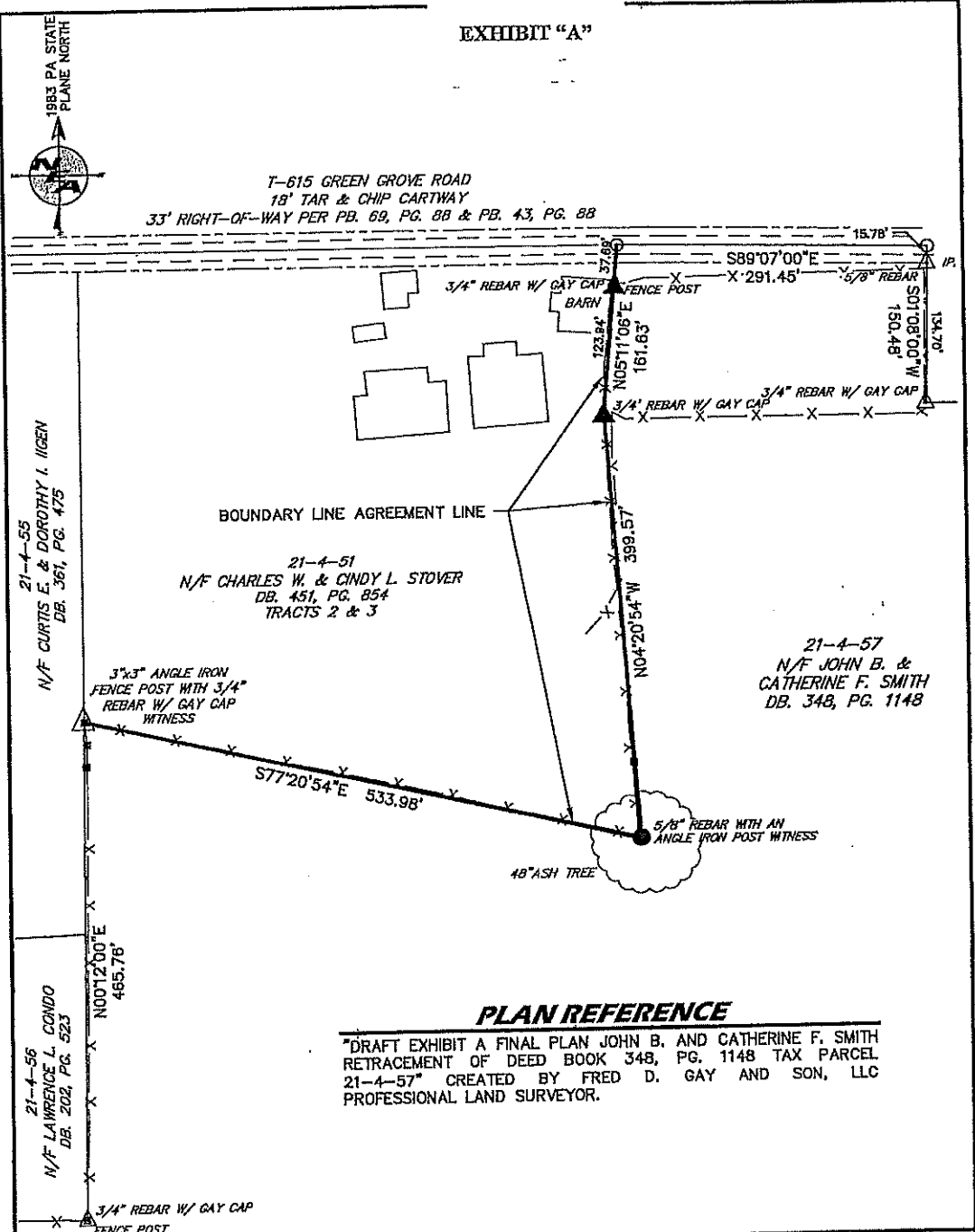
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the _____ day of _____, 2015, before me the undersigned authority, personally appeared Charles W. Stover and Cindy L. Stover, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: _____

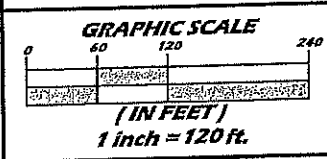
EXHIBIT "A"



PLAN REFERENCE
 *DRAFT EXHIBIT A FINAL PLAN JOHN B. AND CATHERINE F. SMITH
 RETRACEMENT OF DEED BOOK 348, PG. 1148 TAX PARCEL
 21-4-57* CREATED BY FRED D. GAY AND SON, LLC
 PROFESSIONAL LAND SURVEYOR.

SYMBOLS

△	MONUMENTATION, PER GAY SURVEY
●	5/8" REBAR SET BY NITTANY ENGINEERING
▲	3/4" REBAR SET BY FRED D. GAY AND SON, LLC
○	CALCULATED POINT
⊠	FENCE POST (TYP)



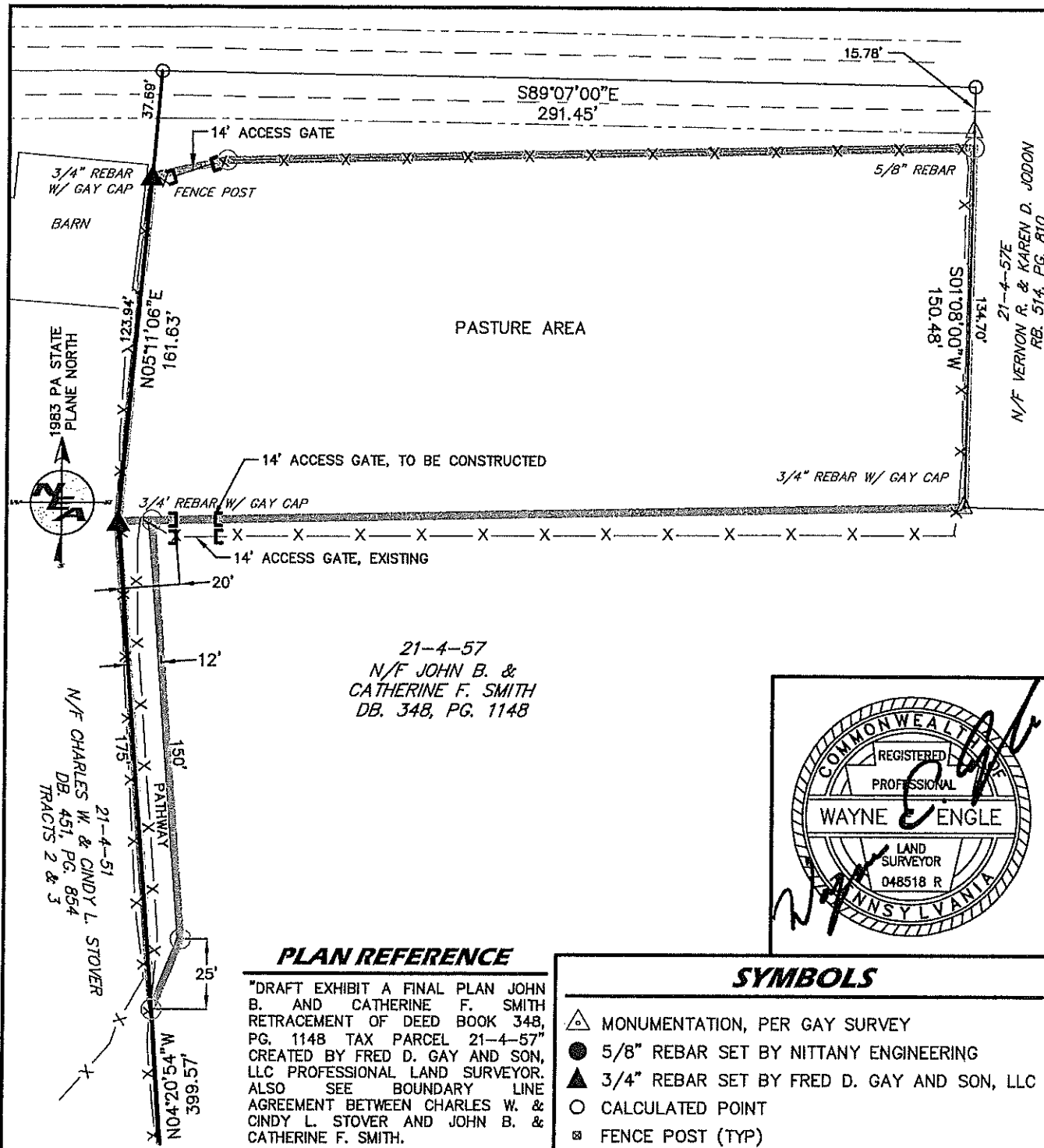
BOUNDARY LINE AGREEMENT EXHIBIT
 BETWEEN LANDS OF
CHARLES W. & CINDY L. STOVER
 AND LANDS OF
JOHN B. & CATHERINE F. SMITH
 GREGG TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA

REVISED:
 07-02-15

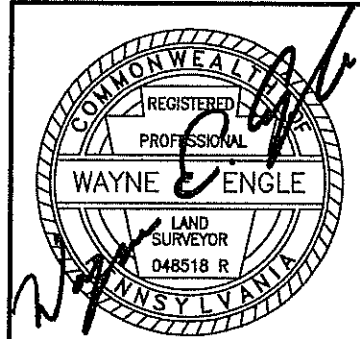


NITTANY ENGINEERING & ASSOCIATES, LLC
 Engineering, Surveying and Consulting Services

DESIGN: WEE
 C.A.D.: ATS
 SCALE: 1"=120'
 DATE: 6/17/15
 15-053
 SHEET 1 OF 1



21-4-57
 N/F JOHN B. &
 CATHERINE F. SMITH
 DB. 348, PG. 1148

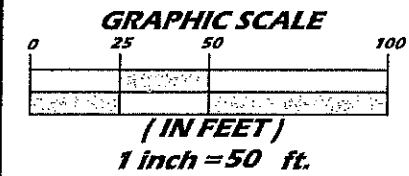


PLAN REFERENCE

DRAFT EXHIBIT A FINAL PLAN JOHN B. AND CATHERINE F. SMITH RETRACEMENT OF DEED BOOK 348, PG. 1148 TAX PARCEL 21-4-57 CREATED BY FRED D. GAY AND SON, LLC PROFESSIONAL LAND SURVEYOR. ALSO SEE BOUNDARY LINE AGREEMENT BETWEEN CHARLES W. & CINDY L. STOVER AND JOHN B. & CATHERINE F. SMITH.

SYMBOLS

- △ MONUMENTATION, PER GAY SURVEY
- 5/8" REBAR SET BY NITTANY ENGINEERING
- ▲ 3/4" REBAR SET BY FRED D. GAY AND SON, LLC
- CALCULATED POINT
- ⊠ FENCE POST (TYP)



LICENSE AGREEMENT EXHIBIT
 BETWEEN

CHARLES W. & CINDY L. STOVER

AND

JOHN B. & CATHERINE F. SMITH

GREGG TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA

REVISED:
 09/22/15



NITTANY ENGINEERING & ASSOCIATES, LLC
Engineering, Surveying and Consulting Services

DESIGN: WEE
 C.A.D.: ATS
 SCALE: 1"=50'
 DATE: 9/17/15

15-053
 SHEET 1 OF 1