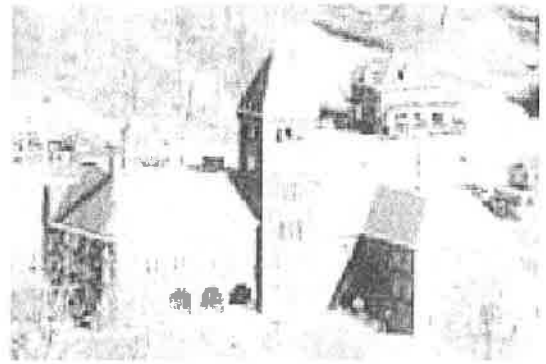


CAMERON COUNTY
RECORDER OF DEEDS
MARY GRACE OLAY, RECORDER
20 E. FIFTH STREET
EMPORIUM, PA 15834
(814) 486-3349 - Phone
(814) 486-0464 - Fax



***RETURN DOCUMENT TO:**
MEYER, UNKOVIC & SCOTT LLP
HENRY W. OLIVER BUILDING
535 SMITHFIELD, STREET, SUITE 1300
PITTSBURGH, PA 15222
ATTN: KEVIN F. MCKEEGAN

Instrument Number - 201800567
Recorded On 8/1/2018 At 3:16:36 PM
* Instrument Type - EASEMENT
* Total Pages - 80
Invoice Number - 10755
* Grantor - LYME EMPORIUM HIGHLANDS II LLC
* Grantee - COMMONWEALTH OF PENNSYLVANIA
* Customer - MEYER, UNKOVIC & SCOTT LLP

*** FEES**

STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$40.25
RECORDING FEES - RECORDER OF DEEDS	\$173.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$218.75

I hereby CERTIFY that this document is
Recorded in the Recorder of Deeds Office
Of Cameron County, Pennsylvania

Mary Grace Olay

Mary Grace Olay
Recorder of Deeds



THIS IS A CERTIFICATION PAGE

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* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.



002733

Book: 249 Page: 605

**CONSERVATION AND PUBLIC ACCESS EASEMENT AND DECLARATION OF
RESTRICTIVE COVENANTS**

THIS CONSERVATION AND PUBLIC ACCESS EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("**Conservation Easement**"), is made this 6th day of June, 2018, but effective the 31st day of July, 2018, between **Lyme Emporium Highlands II LLC**, a Delaware limited liability company having its principal office at c/o The Lyme Timber Company LP, 23 South Main Street, Hanover, NH 03755 (together with its successors and assigns, referred to as the "**Grantor**"), and **The Commonwealth of Pennsylvania**, acting by and through the **Department of Conservation and Natural Resources**, with an office at 400 Market Street, 7th Floor, Harrisburg, Pennsylvania 17105-8767 (together with its successors and assigns, referred to as the "**Grantee**" or "**DCNR**"). The Grantor and the Grantee are hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

This Conservation Easement is donated in connection with two loans to the Grantor from PENNVEST, which include as a condition of Loan 72812 the donation of a conservation easement on approximately 5,135 acres of land of the Grantor in Cameron County being a portion of certain lands known as the Sterling Run Property and as a condition of Loan 72810 the donation of a conservation easement on the approximately 4,017 acre balance of said Sterling Run Property in Cameron County.

In order to facilitate the closings of the two PENNVEST loans, this Conservation Easement may be recorded prior to such closings; however, in accordance with Section 3(a) below this Conservation Easement is conditioned upon the disbursement of the loans and shall terminate if such loans are not disbursed.

The Grantor is the sole owner of certain tracts of real property located in Cameron County, Pennsylvania, which consist of approximately 9,152 acres of substantially natural and undeveloped forested land generally depicted on Exhibit A-1 and more fully described in Exhibit A, subject to those matters set forth in Exhibit B, both attached and made a part hereof ("**Protected Property**").

The Protected Property possesses fish and wildlife habitat, timber resources, plant communities, water resources, natural, scenic, educational, and recreational values described in Section 4 below (as defined therein, the "**Conservation Values**") which are of importance to the Grantor and the citizens of Pennsylvania, including generations yet to come.

By the granting of this Conservation Easement and compliance with its terms and conditions, the Grantor shall preserve the Conservation Values and limit the uses and development of the Protected Property in perpetuity.

The Grantor reserves the right to use the Protected Property for commercial forest management activities (as defined in Appendix 1, "**Forest Management Activities**") in accordance with the terms of this Conservation Easement, which use the Grantee agrees is consistent with the protection and preservation of the Conservation Values identified herein.

The Grantor and the Grantee agree that the permanent protection of the Protected Property for conservation and dispersed, low-density recreation by the general public, and the Grantor's reserved right to use the Protected Property for Forest Management Activities, all on the terms and conditions contained herein, will make a lasting contribution to the Commonwealth.

The Grantee is an agency of the Commonwealth of Pennsylvania that has the authority to acquire, in the name of the Commonwealth, any lands, which in the judgment of the department the Commonwealth should hold, manage, control, protect, maintain, utilize and regulate by the Commonwealth as State forests, pursuant to Sections 302(a)(1) of the Conservation and Natural Resources Act, Act 18 of 1995, 71 P.S. § 1340.302(a)(1) ("**Act 18**"). The Grantee shall manage the real property interests acquired in the Protected Property as State forest lands in accordance with the terms and conditions of Act 18, subject to the terms and conditions of this Conservation Easement.

STATEMENT OF PURPOSE

The purpose of this Conservation Easement is to protect the Conservation Values of the Protected Property, in perpetuity, with said protection to be achieved by implementing the following conservation purposes ("**Conservation Purposes**") in accordance with and on the terms and conditions set forth in this Conservation Easement.

(a) Limiting Development. Limiting the development of the Protected Property and preventing residential, commercial, industrial and agricultural uses of the Protected Property, except as expressly provided herein;

(b) Prohibiting Subdivision. Prohibiting Subdivision of the Protected Property in order to avoid forest parcelization and support sustainable forestry;

(c) Protecting Scenic and Natural Resource Values. Conserving and protecting the scenic and natural resource values of the Protected Property, particularly water resources, which are critical to ecosystem function and important for human use and downstream water supplies;

(d) Practicing Sustainable Forestry. Allowing for the professional management of the forest resources that comprise the majority of the Protected Property, in accordance

with the terms of this Conservation Easement, so that the Protected Property remains available for use as an economically viable working forest in perpetuity through sustainable forestry practices; and

(e) Providing Opportunities for Public Recreational Uses. Providing opportunities for public recreational uses on the Protected Property consistent with low-density, dispersed recreation that are compatible with the above stated Conservation Purposes.

In the event a conflict arises between or among the Conservation Purposes and those rights expressly reserved by the Grantor or granted to the Grantee in this Conservation Easement, the Conservation Purposes shall be construed broadly and the exercise of such rights shall be permitted provided that they do not materially impair the Conservation Values to be protected hereunder.

In consideration of the foregoing recitals and Conservation Purposes and for the benefit of the general public, the Grantor and the Grantee, with the intent to be legally bound, hereby establish this Conservation Easement on, over and across the Protected Property consisting of the following terms, covenants, restrictions, and affirmative rights granted to the Grantee, which shall run with and bind the Protected Property in perpetuity:

1. **Recitals, Statement of Purpose, and Conservation Purposes Incorporated.**

The recitals, statement of purpose, and Conservation Purposes above are incorporated herein by reference.

2. **Definitions.** The Parties intend that capitalized words and phrases, which are used in this Conservation Easement and any document attached hereto or made a part hereof, as well as any document, plan, or agreement developed as a requirement of this Conservation Easement, shall have the meaning and interpretation set forth in Appendix 1 attached hereto, unless otherwise specifically and intentionally defined in this Conservation Easement or in such document, plan or agreement.

3. **Grant of Easement.**

(a) The Parties acknowledge that this Conservation Easement is granted in connection with a loan from PENNVEST to the Grantor. To accommodate the loan closing requirements, this instrument has been executed by the Parties and recorded prior to the disbursement of such loan. The Parties acknowledge that it is a condition of the Grantor's grant of this Conservation Easement that if the PENNVEST loan does not close and such loan funds are not disbursed in full by September 15, 2018, this Conservation Easement shall automatically terminate on such date, and the Grantee shall, upon a written request from the Grantor, execute and deliver to the Grantor a recordable release in order to clear title to the property encumbered by this instrument. If such loan funds are disbursed in full on or before September 15, 2018, the Grantor shall execute and deliver to the Grantee an

affidavit in recordable form confirming such disbursement which shall provide record evidence that this Conservation Easement grant shall be deemed effective and perpetual as of the date of recording of the Conservation Easement, as if such disbursement had occurred on the date of recording.

(b) The Grantor hereby unconditionally and absolutely grants and conveys unto the Grantee, subject only to the provisions of Section 3(a) above: (i) a perpetual and irrevocable conservation easement on, over and across the Protected Property, exclusively for the Conservation Purposes as defined above, and on the terms and conditions set forth herein, together with (ii) a perpetual access easement on the terms set forth in Sections 7.1 and 7.2 to, over, upon and across the Protected Property to exercise the rights granted to the Grantee herein. The Grantee hereby accepts such conservation easement and access easement and shall hold them in perpetuity exclusively for such Conservation Purposes.

4. **Conservation Values.** The Protected Property, in its existing, enhanced or restored state, has, or will have, certain conservation values ("**Conservation Values**"). The Conservation Values comprise the following specific values:

(a) **Timber Resources** - The Protected Property has historically been used for commercial forestry, continues to be suitable for use as a sustainably managed working forest, and has provided and continues to have the ability to provide timber products, jobs, and economic value to the local community, state, and region.

(b) **Public Recreation** – The Protected Property provides significant opportunities for dispersed, low-density outdoor recreational activities of various types by the public, as more thoroughly described in Section 7.2.1 below.

(c) **Fish and Wildlife Habitat** – The Protected Property contains Waterbodies and Watercourses that are habitat for a variety of native fish, which are critical components of the food web and also important for recreational fishing opportunities. The Protected Property also provides, and will provide in the future, habitat for a variety of game and non-game species of wildlife, including mammals, birds, reptiles, amphibians, and insects, including species of special concern. All types of wildlife are important for ecosystem function and for certain recreational activities such as wildlife photography and wildlife viewing. Game species also provide the opportunity for hunting.

(d) **Plant Communities** – The Protected Property contains a diversity of plant communities, both common and rare. The plant communities provide a number of important ecological functions, such as air purification, carbon sequestration, provision of food and habitat for wildlife, soil stabilization, and water filtration.

(e) **Scenic Beauty and Wild Character** – The Protected Property provides appealing scenery and open space values to the public. Because of the Protected Property's size, remote location, and undisturbed setting, it possesses wild

character, which the Parties acknowledge to be an important aesthetic value which is consistent with active forest management.

(f) Water Resources – The Protected Property contains Waterbodies, Watercourses, Wetlands, and groundwater resources, all of which are critical to ecosystem function, providing important ecological needs for both plants and wildlife. Water resources also are important for human use, as the forested land provides a significant groundwater recharge area and downstream rivers may be used for water supply.

(g) Education - The Protected Property provides the opportunity for environmental education of and to the public.

(h) Natural Values – In addition to the specific values described above, the Protected Property provides a host of other natural values typical of contiguous, relatively undisturbed forests. It also provides biodiversity and a certain level of resistance to forest pests and diseases.

5. **Baseline Documentation.** The Grantor and the Grantee acknowledge and agree that:

(a) A physical inspection of the Protected Property has been made and a report of such physical inspection known as the Baseline Documentation ("**Baseline Documentation**") has been prepared by the Grantee at no expense to the Grantor.

(b) The Baseline Documentation consists of, at a minimum, descriptions, maps, photographs, surveys, and other related documentation which show or depict significant aspects of the Protected Property as they relate to the Conservation Values and Conservation Purposes, above mentioned, as of the date the Baseline Documentation is signed and acknowledged by the Parties. The Baseline Documentation reflects the Structures that are known to be associated with the Protected Property at the time of the grant of this Conservation Easement.

(c) The Parties have reviewed and accepted the Baseline Documentation and shall maintain a copy of the Baseline Documentation in their respective files. The Baseline Documentation is intended to serve as an objective, although not exclusive, informational baseline for monitoring compliance with the terms of this Conservation Easement.

(d) Either Party may, at any time, cause to be prepared such additional documentation related to the condition of the Protected Property deemed appropriate by such Party, including a survey of the Protected Property, showing its relationship to adjacent features and properties and on-site photographs. Provided that a copy of such supplemental information is provided to the other Party and the Parties both acknowledge that such information is an accurate depiction of the condition of the Protected Property as of a date certain, such

additional documentation may be maintained with the Baseline Documentation as supplemental information.

(e) Counterparts of the Baseline Documentation, signed and acknowledged by both Parties to this Conservation Easement, together with any supplemental information, shall be provided to the Grantor and the Grantee. One counterpart shall be maintained in the Grantee's Central Office in Harrisburg.

6. **Declaration of Prohibited and Restricted Uses and Practices.** The Parties agree that the following prohibitions and restrictions shall apply to the use of, and shall burden the Protected Property in perpetuity:

- 6.1 **Certain Prohibited Uses.** Residential, commercial, agricultural, or industrial activities of any kind shall not be permitted on the Protected Property except as specifically reserved by the Grantor or permitted by the terms of this Conservation Easement. The prohibitions set forth in this paragraph are intended to include a prohibition on the withdrawal of water from the Protected Property for use off the Protected Property or for sale in any manner.

- 6.2 **Subdivision; Permitted Conveyance of Portions of the Protected Property.** Subdivision of the Protected Property is prohibited. The following actions shall not be considered a Subdivision and are permitted under this Conservation Easement:

(a) Conveyance to the Grantee, or to a third party solely for the purpose of facilitating ultimate conveyance to the Grantee, of a fee interest in any portion of the Protected Property or of any rights retained by the Grantor in this Conservation Easement with respect to any portion of the Protected Property;

(b) Conveyance of portions of the Protected Property to abutters to the extent necessary to resolve a bona fide boundary dispute provided that:

- (i) Any conveyance for the purpose of resolving a bona fide boundary dispute requires the prior approval of the Grantee which shall not be unreasonably withheld;
- (ii) The portion of the Protected Property conveyed to a third party to resolve a boundary dispute shall not remain subject to the terms of this Conservation Easement; and
- (iii) Any real property received by the Grantor in exchange for such conveyance to resolve a boundary dispute shall become subject to this Conservation Easement unless the Grantee agrees otherwise.

(c) Subject to providing sixty (60) days prior notice and prior written approval of the Grantee, which shall not be unreasonably withheld, conveyance of any

portion of the Protected Property to a governmental agency that has among its purposes the conservation and preservation of land and water areas and that would qualify as an assignee under Section 10.10 hereof.

- 6.3 Structures. No additional Structures of any kind, temporary or permanent, shall be constructed or placed in, on, over or upon the Protected Property except Public Access Infrastructure and Forest Management Activity Structures. Existing Structures may be maintained and replaced with substantially similar Structures in substantially the same locations, or as otherwise permitted herein.
- 6.4 No Paving. Roads, trails, parking lots, and other surface areas on the Protected Property shall not be paved.
- 6.5 Utility Facilities. No new Utility Facilities shall be located over, under, in, on, upon or above the Protected Property, except as provided in Sections 7.5 and 8.6 hereof.
- 6.6 Waste Disposal.
- (a) The dumping or storage of ashes (except those generated from onsite heating), trash, waste, non-composted organic waste, sewage, scrap material, sediment discharges, oil and its by-products, leached compounds, toxic fumes, or garbage, on any portion of the Protected Property is prohibited, except as specifically reserved by the Grantor in Section 8.11 or allowed in connection with Grantee's Affirmative Rights in Section 7.10.
 - (b) No waste water or sewage, chemical wastes or other hazardous waste materials may be dumped or stored on the Protected Property, except as specifically reserved by the Grantor in Section 8.11 or allowed in connection with Grantee's Affirmative Rights in Section 7.10.
 - (c) Discharge of waste water into surface or ground waters on or about the Protected Property is prohibited.
- 6.7 Subsurface Activities. To the extent that the oil, gas, coal and other mineral rights are owned by the Grantor and are not subject to existing rights of others, the exploration for or development of subsurface resources, including, but not limited to oil, gas, coal, and all minerals, is prohibited, except as reserved by the Grantor in Sections 8.13, 8.14 and 9.3 or granted to the Grantee in Section 9.3.
- 6.8 Chemical Treatments. The use of herbicides, pesticides, fungicides, rodenticides, fertilizer, and pH control or other chemicals on the Protected Property is prohibited, except as permitted in Section 7.6 and Sections 8.10 and 8.15.
- 6.9 Dams and Water Resources. The construction of new dams or the expansion, relocation, demolition, or abandonment of existing dams, whether man-made or

natural, and the manipulation or alteration of impoundments, Watercourses, Water bodies or Wetlands is prohibited, except as permitted in Sections 8.9, 8.15, 9.5 and 9.6.

- 6.10 Non-native Species. The Grantor shall not plant or deliberately and intentionally introduce, release or broadcast any invasive, Non-Native, hybrid, or genetically-modified species on or in the Protected Property except with the prior written consent of the Grantee or except as permitted in Section 9.7.
- 6.11 Development Rights. The development rights associated with the Protected Property are hereby extinguished and as a result of such extinguishment, shall not be available for transfer to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Neither the Protected Property nor any portion thereof shall be included as part of the gross area of any other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under an otherwise applicable statute, regulation, or ordinance controlling land use and building density.
- 6.12 Recreational Lease Rights. Neither Party shall have the right to lease their respective interests in the Protected Property to third parties for any recreational uses, except as provided in Section 8.16.
- 6.13 Liens or Easements. The Grantor shall not grant an easement or permit any lien to encumber the Protected Property that, in either case, would allow activities that would have a material adverse impact on the Conservation Values.
- 7. **Grantee's Affirmative Rights and Duties.** The Grantor hereby grants and conveys to the Grantee the following affirmative rights ("**Grantee's Affirmative Rights**") which shall run in perpetuity with the Protected Property:
 - 7.1 Right to Enter. The Grantee shall have access to, on, over and across the Protected Property at all times to monitor and assure compliance with the terms and conditions of this Conservation Easement and to exercise and administer the Grantee's Affirmative Rights set forth in this Conservation Easement. This right of access shall include non-exclusive pedestrian, motorized and non-motorized access in common with others entitled thereto: (i) on, over, and across all roads owned by the Grantor providing access to the Protected Property; and (ii) on, over, and across existing roads providing access to the Protected Property that the Grantor does not own but over which the Grantor has rights of access (but only to the extent the Grantor has the right to grant such rights to the Grantee over such lands of third parties).
 - 7.1.1 Search and Rescue. The Grantee shall have the right to access the Protected Property to conduct search and rescue operations for public safety.

7.2 Allow for Public Use of the Protected Property. The Grantor grants to the Grantee the right to:

(a) allow for low-density, dispersed public recreational use of the Protected Property, at a level of use compatible with the Conservation Purposes of practicing sustainable forestry (set forth in paragraph (d) thereof) and protecting scenic and natural resource values (set forth in paragraph (c) thereof), subject to Sections 7.2(c) and (d). Such recreational use of the Protected Property shall be administered pursuant to programs and policies established by the Grantee for management of lands acquired as State forests, pursuant to Act 18, as amended from time to time. The Grantee shall allow and have the obligation to manage such uses in accordance with and subject to each of the following: (i) a Public Access Infrastructure Plan agreed to by the Parties in accordance with Section 7.2.2; (ii) for low-density, dispersed recreation as outlined in the 2016 State Forest Resource Management Plan, as revised or amended from time to time ("**SFRMP**"), incorporated herein by reference; (iii) the State Forest Rules and Regulations, 17 Pa. Code Chapter 21, as amended from time to time ("**Rules and Regulations**," the current version of which is attached hereto as Exhibit C); and (iv) the other terms and conditions of this Conservation Easement. Notwithstanding the foregoing, in the event of any conflicts between (i) the terms of such Rules and Regulations and SFRMP and (ii) this Conservation Easement (including restrictions set forth in Section 7.2.1 below with respect to the public recreational uses permitted on the Protected Property), the terms and conditions of this Conservation Easement shall prevail.

(b) enforce the Rules and Regulations with respect to public access; provided, however, if written permission or a permit would be required from the Grantee under Sections 21.115 (Natural Resources) and 21.119 (Group Activities) of the Rules and Regulations, the Grantee shall not issue said permits or written permission without the approval or consent of the Grantor. The Grantor's approval or consent to these activities may be provided to the Grantee through written approval on a case-by-case basis, through prior coordination through the Annual Meeting, discussed in Section 9.1, or other approval processes agreed upon by the Parties in writing, which approval processes may change over time. Camping (including primitive camping) shall be permitted on the Property provided that such activities shall be administered by the Grantee pursuant to a permit process established by the Grantee. The Grantee shall provide an annual report to the Grantor of the numbers of people who have been provided permits for camping and the designated areas and sites where permitted so that the parties can evaluate such information in connection with the Annual Meeting and Public Access Infrastructure Plan and monitor whether the level of use is consistent with low-density, dispersed recreation and compatible with the other Conservation Purposes of practicing sustainable forestry (paragraph (d) thereof) and protecting scenic and natural resource values (paragraph (c) thereof).

(c) The Parties acknowledge that a portion of the Protected Property shown on Exhibit D is subject to exclusive perpetual rights held by a third party, Portable Rod & Gun Club, Inc. The Grantor hereby limits its grant to the Grantee under Sections 7.2(a), 7.2(b), and 7.2.4 to exclude this portion of the Protected Property shown on Exhibit D.

(d) The Parties acknowledge that the rights granted to the Grantee under Sections 7.2(a) and 7.2(b) shall not take effect until July 1, 2019, which is the day after the termination date of the existing recreational leases under Section 8.16.

7.2.1 Permitted Public Recreational Uses. Subject to the provisions of Sections 7.2 (a), (b), (c) and (d), the Grantee may permit public access for dispersed, low-density recreation on and across all of the Protected Property by the following means and for the following activities:

(a) By non-motorized means, including but not limited to: hiking, bicycling, snowshoeing, cross-country skiing, horseback riding and the use of horses or other similar animals for transportation of supplies, provided, however, that biking and horseback riding shall be limited to those roads and trails designated for such access in the Public Access Infrastructure Plan.

(b) By canoe, motorboat, and other watercraft on streams, rivers, or other bodies of water.

(c) By Motor Vehicle over those roads that have been designated for such access in the Public Access Infrastructure Plan.

(d) By Motorized Recreational Vehicle over those roads and trails that have been:

- (i) designated for such access in the Public Access Infrastructure Plan along with the specific type(s) of vehicle permitted, and
- (ii) specifically marked with appropriate signage for the type of Motorized Recreational Vehicle permitted. The Grantee shall be responsible for posting all necessary signs indicating which roads or trails are open for Motorized Recreational Vehicles.

(e) Motorized Camping (as defined in the Rules and Regulations); provided, however, that such camping shall be consistent with dispersed, low-density recreational uses and limited to those areas designated for such use in the Public Access Infrastructure Plan.

(f) Primitive Camping (as defined and limited in the Rules and Regulations and DCNR's Motorized and Primitive Camping Guidelines and Ethics, incorporated by reference herein); provided however that such camping shall be further limited to designated corridors identified in the Public Access Infrastructure Plan.

(g) Water Trail Camping (as defined in the Rules and Regulations); provided, however that such camping shall be limited to those water trails identified in the Public Access Infrastructure Plan.

(h) Campfires (as defined, limited, and prohibited in the Rules and Regulations and DCNR's Motorized and Primitive Camping Guidelines and Ethics); provided however, that campfires are only permitted in designated primitive camping corridors identified in the Public Access Infrastructure Plan, along water trails identified in the Public Access Infrastructure Plan, or in fire rings provided by the Grantee at motorized camp sites, picnic areas, and other sites designated in the Public Access Infrastructure Plan.

(i) Hunting, fishing, and trapping, in accordance with State law.

(j) Other low-impact, non-organized group recreation activities (as defined in the Rules and Regulations), and including but not limited to sight-seeing, wildlife viewing, swimming and rock climbing.

(k) Group picnicking at sites designated in the Public Access Infrastructure Plan.

(l) Access for persons with disabilities who have requested a permit for use of a powered mobility device.

7.2.2 Public Access Infrastructure Plan.

(a) The Grantee shall develop a Public Access Infrastructure Plan to facilitate and manage public recreational uses of the Protected Property, which shall be incorporated herein by reference. Any reference in this Conservation Easement to the "Public Access Infrastructure Plan" shall include the initial Public Access Infrastructure Plan, and any updates or revisions thereto, each provided by the Grantee to the Grantor and accepted in accordance with this Section. The Public Access Infrastructure Plan shall incorporate the terms and conditions set forth in this Conservation Easement and shall be updated, or revised from time to time, as needed. In developing or revising the Public Access Infrastructure Plan, the Grantee shall consult and coordinate with the Grantor. The Grantor shall have 60 days from the receipt of the Plan, or any Plan updates or revisions, to respond to a request from the Grantor for the Grantor's acceptance of the Plan, update or revision. The Grantor shall accept such Plan, update or revision, by written notice to the Grantee, provided that the proposed Plan, update or revision is consistent with: (i) the Conservation Purposes and terms of this Conservation Easement; and (ii) the Objectives and Guidelines for the Public Access Infrastructure Plan set forth in Section 7.2.3. In the event the Grantor fails to respond within the sixty (60) day period, the Plan shall be deemed to have been accepted as proposed. If the Grantor has objections to the Plan, the Grantor shall identify, by written notice to Grantee, specifically that part of the Plan, update or revision that is inconsistent

with the Conservation Purposes or the terms of this Conservation Easement. The Parties shall seek to resolve such objections, including by using the dispute resolution process set forth in Section 11.2 of this Conservation Easement.

(b) The Public Access Infrastructure Plan shall include a brief narrative: (i) describing the overall recreational goals for the Protected Property, (ii) Public Access Infrastructure that the Grantee plans to develop and open to public access in the near term (i.e. within five years of the grant of the Conservation Easement); and (iii) potential Public Access Infrastructure that the Grantee may develop and open to public access in the longer term and that will be further described in the Public Access Infrastructure Plan.

(c) Until any update or revision to such Plan is accepted in accordance with subparagraph (a), the Grantee shall be limited to the Public Access Infrastructure and uses designated in the Public Access Infrastructure Plan then in effect. The Public Access Infrastructure Plan shall be amended from time to time as necessary and in coordination with both Parties.

7.2.3 Public Access Infrastructure Plan Objectives and Guidelines.

(a) General Plan Objectives. The Grantee's planning for public access infrastructure shall be consistent with the Conservation Purposes and the following general objectives:

- (i) the promotion of public access and use of the Protected Property for dispersed, low-density recreation and the associated range of activities as defined in the SFRMP as revised from time to time and the Rules and Regulations as revised from time to time in a manner that does not degrade the Conservation Values of the Protected Property;
- (ii) public safety;
- (iii) the protection of natural resource values and biological diversity, recognizing that the capacity of the Protected Property to accommodate public recreation is limited and that the intent is to focus on natural resource management and providing a dispersed, low-density recreation component; and
- (iv) not unreasonably interfering with the Grantor's Forest Management Activities.

(b) Specific Plan Guidelines and Contents. In addition to the general objectives listed above, the Public Access Infrastructure Plan shall include the following and be amended from time to time as necessary in a manner consistent with Section 7.2.2:

- (i) The Public Access Infrastructure Plan shall establish minimum standards and specifications for roads and trails designated for public use. Based on the standards and specifications, the Grantee shall decide whether portions of trails and roads designated in the Public Access Infrastructure Plan for public use shall be maintained, repaired, improved, or relocated, or if public use shall be temporarily suspended.
- (ii) The Public Access Infrastructure Plan shall include a map of the Protected Property and shall identify:
 - a) roads open to Motor Vehicles;
 - b) roads and trails open to Motorized Recreational Vehicles;
 - c) Motorized Camping areas;
 - d) major hiking trails;
 - e) trails open to biking;
 - f) trails open to horseback riding;
 - g) primitive camping corridors;
 - h) group picnic areas;
 - i) parking areas; and
 - j) other existing or planned Public Access Infrastructure.

7.2.4 Public Access Infrastructure, Signs, Gates, Barriers, Fences, Marking Boundaries, Keys and Combinations. In accordance with the Public Access Infrastructure Plan:

- (a) The Grantee may construct, use, repair, maintain, and improve Public Access Infrastructure as it deems necessary and appropriate to support public recreational uses of the Protected Property in accordance with the Public Access Infrastructure Plan; provided, however, that prior to permitting public use of existing private roads, the Grantee shall, as necessary, improve or repair and thereafter maintain such roads to those standards agreed upon by the Parties and specified in the Public Access Infrastructure Plan. The Grantee may also remove, demolish, replace, relocate or expand Public Access Infrastructure and shall remove any Public Access Infrastructure (i) if the Grantee no longer maintains such Infrastructure and such lack of maintenance results in a dangerous condition or (ii) within two (2) years of the Grantee determining that such Public Access Infrastructure no longer serves its intended purpose. Notwithstanding the

foregoing provisions of this paragraph (a), no roads, trails or parking lots shall be removed without the Grantor's permission, but shall instead be closed to public access and any subsequent update of the Public Access Infrastructure Plan shall no longer deem them as Public Access Infrastructure.

(b) Any new roads constructed by the Grantee as Public Access Infrastructure shall: (i) be described in an updated or revised Public Access Infrastructure Plan and constructed and maintained to those standards agreed upon by the Parties and specified in the Public Access Infrastructure Plan, and (ii) not violate other terms of this Conservation Easement. Such updated or revised Public Access Infrastructure Plan shall be accepted by the Grantor, in writing to the Grantee, prior to the Grantee commencing construction of new roads.

(c) The Grantee shall install, construct, improve, use, repair, maintain, remove and replace signs, gates, barriers, fences, and similar structures and improvements: (i) to identify, and where necessary, to limit access to areas, roads and trails closed to public use and (ii) as it deems necessary to manage public recreational uses of the Protected Property in accordance with the Public Access Infrastructure Plan and to enjoy the rights that the Grantee has in and to the Protected Property. Installation of gates by the Grantee shall be the preferred method of blocking vehicular public access to secondary roads not designated for public use in the Public Access Infrastructure Plan. If the Grantee would like to block roads by means other than a gate, the Grantee shall obtain the prior consent of the Grantor. The Grantee may move, demolish, or replace such structures and improvements constructed or maintained by it and shall remove any such structure within two (2) years of the Grantee determining that the structure no longer serves its intended purpose. The Grantor and the Grantee shall mutually agree to the content and location of signs installed or constructed on the Protected Property by the Grantee pursuant to this paragraph that identify the permitted uses of the Property. No billboards or other commercial Structures shall be allowed.

(d) The Grantee shall have the right to brand and identify and mark boundaries of the Protected Property to reflect that the Protected Property is privately owned, subject to a conservation easement held by the Commonwealth of Pennsylvania, and that the real property interests in the Protected Property are managed as part of the State forest system. An example of a boundary marker could be "State Forest Conservation Easement Lands"

(e) At the main entrances to the Protected Property, the Grantee shall have the right to erect signs that identify that the real property interests in the Protected Property are managed as part of the State forest system, but such signage shall also acknowledge that the Protected Property is owned by the Grantor and subject to a conservation easement. An example of an entrance sign could be "Elk State Forest Conservation Easement Lands – Owned by Lyme Emporium Highlands II LLC."

(f) Where appropriate, through interpretive signage, the Grantee will describe

the partnership between the Grantor, the Grantee, and The Conservation Fund to conserve the Protected Property. On such signage, the Grantee will explain the benefits of privately-owned working forests lands and conservation and public access easements.

(g) The Grantee shall be responsible for installing, constructing and maintaining all necessary signage to manage public access according to the Public Access Infrastructure Plan, the Rules and Regulations, and this Conservation Easement. The Grantee shall post roads and trails appropriately and consistently with the Rules and Regulations, this Conservation Easement, and the Public Access Infrastructure Plan.

(h) All roads and trails designated for public access in the Public Access Infrastructure Plan shall be used in common with the Grantor (who reserves the right to use such roads and trails for the Grantor's Reserved Rights) and third parties holding rights of access on and across roads designated for public access in the Public Access Infrastructure Plan. Accordingly, the Grantee shall provide to the Grantor and to third parties holding such rights of access, keys or combinations necessary to open gates and barriers installed by the Grantee.

7.2.5 Grantee's Maintenance Rights and Responsibilities.

(a) If the Grantee allows public access on a road by Motor Vehicle or Motorized Recreational Vehicle, the Grantee shall maintain the road in accordance with standards agreed upon by the Parties and maintained in accordance with the Public Access Infrastructure Plan or close the road to public access until road maintenance can be accomplished. If the Grantee does not permit public access on a road by Motor Vehicle or Motorized Recreational Vehicle, the Grantee shall not be required to maintain such road and shall close the road to public access. The Grantee shall not be responsible for maintenance of roads that are not open to public access pursuant to the Public Access Infrastructure Plan, but which are opened to the public by the Grantor for its purposes, including but not limited to increasing hunting pressure.

(b) If the Grantor damages a road open for public access, the Grantor shall as soon as practicable repair such damage. Nothing in this Conservation Easement shall prohibit the Grantor from maintaining or repairing any road, including any designated public access roads, in its discretion, so long as such maintenance or repairs are completed in a good and workmanlike manner in accordance with BMPs and are completed at the Grantor's sole expense.

(c) The Grantee shall maintain Public Access Infrastructure that is identified in the Public Access Infrastructure Plan as available for public use (including roads, for which the Grantee shall have the obligations set forth in paragraph (a)). The Grantee shall repair, at the Grantee's expense, damage to all Public Access Infrastructure, whether identified as "existing" in the Baseline Documentation or

established in the future pursuant to the Public Access Infrastructure Plan, and which the Grantee permits the public to use, and which damage is caused either by public recreational use of the Protected Property or directly by the Grantee. At its discretion, the Grantee may choose to close or remove said damaged Public Access Infrastructure, rather than repair or correct the same (except for roads, which may be closed to public access if the Grantee chooses not to repair, but may not be removed, and if so closed, may thereafter be maintained by the Grantor and shall not be reopened to public use until the Grantor is reimbursed for the cost of such repair). Any damage directly attributable to Forest Management Activities or other activities of the Grantor shall be the responsibility of the Grantor to repair to its condition prior to damage or better condition, and not the responsibility of the Grantee.

(d) The removal of trash or debris such as papers, bottles, cans, or other garbage left on the Protected Property by the public utilizing the Protected Property shall be the responsibility of the Grantee, according to the Public Access Infrastructure Plan.

7.2.6 Easement Appurtenant Rights. The Grantee may use and improve existing trails on the Protected Property and may construct new trails on the Protected Property to provide public access and recreational use connections to adjacent or nearby Commonwealth lands. The Grantee may use and improve Pennock Road to the north and Van Tassle Road to the west, as shown on Exhibit E, which roads provide access to State forest lands and the existing state forest road network. The Parties agree that, in the Grantee's discretion, such roads shall be designated as open for public access by Motor Vehicles or Motorized Recreational Vehicle in the Public Access Infrastructure Plan.

If the Grantee opens said roads to public use, then the Grantee shall enter into a road use agreement with the Grantor with respect to the Grantor's use of the existing State forest road network that connects to the Protected Property from the Pennock Road and Van Tassle Road for the Grantor's ingress and egress over such road network to public roads. The Department's usage fees shall be waived, but the Grantor shall be required to furnish and keep in full force and effect security to the Commonwealth of Pennsylvania in the amount to be determined in accordance with the DCNR's State Forest Road Use Agreements Fee Schedule (Rates).

7.3 Grantee's Administrative Use. The Grantee may use Motor Vehicles, Motorized Recreational Vehicles, and motorized equipment throughout the Protected Property for any of the following activities:

(a) To construct, maintain, repair, groom, and patrol roads and trails and otherwise facilitate access and use of the Protected Property otherwise permitted hereunder; provided, however, that the Grantee shall provide notice to the Grantor prior to commencing construction activities. Such activities shall, to the extent

possible, be scheduled so as to not interfere with the Grantor's Forest Management Activities as set forth in the Annual Meeting.

(b) To monitor and enforce compliance with the provisions of this Conservation Easement anywhere on the Protected Property; provided, however, that the Grantee shall use Motor Vehicles, Motorized Recreational Vehicles, and motorized equipment on and off road in a manner that causes the least impact to the Protected Property and shall be responsible for and shall promptly repair any damage caused to the Protected Property by the Grantee in carrying out its Affirmative Rights under this Easement.

7.4 The Grantor's Timber. The Grantee shall provide the Grantor at least twelve months' advance written notice of any timber that may need to be harvested in order for the Grantee to implement the Grantee's Affirmative Rights; provided, however, that the Grantee may request a shorter period of time for de minimus amounts of timber removal. Such notice shall be specific as to what timber needs to be removed in order to implement such rights. The Grantor shall have a reasonable period of time to remove such timber, taking into account weather and soil conditions. Any and all timber harvested for such purpose shall belong to the Grantor. In the event that the Grantor chooses not to remove such timber or fails to remove such timber within a reasonable time period, then the Grantee may remove such timber and shall stack the timber at a designated place on or near the harvesting location.

7.5 Utility Facilities. The Grantee shall have the right to install and thereafter maintain, replace, remove, and relocate Utility Facilities in support of Public Access Infrastructure, so long as such Utility Facilities do not materially and adversely impact the Conservation Values.

7.6 Manage for Pests, Disease, Invasive Species, Habitat Improvement, and Public Safety. The Grantee may enhance and protect the Conservation Values herein by implementing or utilizing the following management practices on the Protected Property:

(a) with the prior consent of the Grantor, which shall not be unreasonably withheld, and in a manner that is consistent with DCNR guidelines, use chemical, mechanical, or biological means to conduct any of the control activities listed below:

- (i) control for pest, or disease, or invasive species outbreaks that threaten the health of the timberland on the Protected Property, the forests or forest economy of the region, the Conservation Values of the Protected Property, or which threaten the Grantee's long-term investment in the Protected Property;

(ii) control for pest, disease, or invasive species for human health and safety purposes;

(iii) control for Non-Native plant or animal species.

(b) with the prior consent of the Grantor, which shall not be unreasonably withheld, and in a manner that is consistent with DCNR's guidelines, conduct vegetation treatments for the purposes of habitat maintenance or improvement, so long as such activity does not interfere with the Grantor's Forest Management Activities;

(c) with the prior consent of the Grantor, conduct plantings and seedings for the purposes of habitat maintenance or improvement, so long as such activity does not interfere with the Grantor's Forest Management Activities;

(d) with the prior consent of the Grantor, conduct prescribed fires for the purposes of habitat maintenance or improvement, so long as such activity does not interfere with the Grantor's Forest Management Activities; and

(e) conduct minor tree felling and removal for human health and safety purposes in areas around Public Access Infrastructure.

7.7 Participate in Wildlife Management Programs. To maintain the Conservation Values of the Protected Property, as well as the conservation values of surrounding properties in the region, the Grantee, with the Grantor's written consent, may participate in wildlife management programs on the Protected Property, including the Pennsylvania Game Commission's Deer Management Assistance Program, or analogous programs, so long as such activity does not interfere with the Grantor's Forest Management Activities. To the extent desired by the Grantor, the Grantee and the Grantor will work cooperatively on such wildlife management programs.

7.8 Conduct Research. The Grantee shall have the right to conduct research on the Protected Property, but said research shall not interfere with the Grantor's Forest Management Activities.

7.9 Seed Collection. The Grantee shall have the right to collect seed from the Protected Property, but said collection shall not interfere with the Grantor's Forest Management Activities.

7.10 Disposal and Temporary Storage. The Grantee may utilize routine temporary storage of trash or debris, hazardous materials or hazardous wastes arising from or used in connection with the exercise of Grantee's Affirmative Rights. The Grantee shall ensure the removal of any trash or debris and any such hazardous materials or hazardous wastes from the Protected Property caused by its own activities or the activities of its agents, contractors, or the public while on the Protected Property.

7.11 Monitoring and Inspections. The Grantee shall have the right to:

- (a) monitor compliance with this Conservation Easement while exercising its Affirmative Rights herein; and
- (b) conduct formal inspections of the Protected Property to determine compliance with the terms of this Conservation Easement. Formal Inspections shall be scheduled in advance with the Grantor, and the Grantor shall have the right to accompany the Grantee on said formal inspections.

7.12 Enforcement. The Grantee shall have the right to enter the Protected Property to investigate a suspected, alleged, or threatened violation of the terms of this Conservation Easement, and if found, to enforce the terms of this Conservation Easement by exercising the Grantee's remedies in Section 10.2 and 10.3.

8. Grantor's Reserved Rights and Duties. The Grantor specifically reserves the rights and duties with respect to the Protected Property set forth in this Section 8 and further reserves all right, title and interest in the Protected Property not specifically restricted, limited or conveyed in this Conservation Easement (such reserved rights, collectively, "**Grantor's Reserved Rights**").

8.1. Forest Management Activities. The Grantor reserves the right to conduct Forest Management Activities, including but not limited to Timber Harvests on the Protected Property, subject to the provisions set forth herein. The Grantor shall obtain certification of its Forest Management Activities from an approved Forest Certification Program within one year of the grant of this Conservation Easement. After receipt of such initial certification, all Forest Management Activities undertaken on the Protected Property shall be in accordance with a Forest Management Plan and shall comply with an approved Forest Certification Program. Prior to receipt of such initial certification, all Forest Management Activities shall be undertaken in compliance with subparagraphs (b) and (d) through (k) of Section 8.2.

(a) To be an approved Forest Certification Program, the program shall meet the following requirements:

- (i) The Grantee, in its sole discretion, shall have reviewed and confirmed that the Forest Certification Program's standards for certification are compatible with the terms and Conservation Purposes of this Conservation Easement and consistent with achieving the purpose of practicing sustainable forestry and maintaining the Conservation Values.

- (ii) The Forest Certification Program must carry out an independent third party initial inspection or audit of the Grantor's past and proposed Forest Management Activities on the Protected Property including review of the

Grantor's Forest Management Plan and practices. Such inspection or audit reports shall determine the Grantor's Forest Management Activity conformance with the Forest Certification Program standards and denial or acceptance into the Certification Program.

(iii) An independent third party inspection or audit, on behalf of the Certification Program, to monitor the Grantor's Forest Management Activities must involve one or more physical inspections of the Protected Property during the certification period, or at a minimum five (5) years after the time the Grantor was accepted into the Certification Program and every five (5) year interval thereafter.

(iv) Forest Certification Programs that annually inspect or audit a random percentage of participating group members properties, but do not require periodic physical inspections of every group member's property, may still be considered as an approved Forest Certification Program if the Grantor agrees to take responsibility for arranging an independent third party inspection or audit, conducted on behalf of the approved Forest Certification Program, to monitor the Grantor's Forest Management Activities on the Protected Property, at a minimum of five (5) years after the time the Grantor was accepted into the Certification Program and every five (5) year interval thereafter.

(v) The Forest Certification Program shall provide a written inspection or audit report to the Grantor, which the Grantor shall promptly deliver to the Grantee, certifying that the Grantor's Forest Management Activities are consistent with the standards established by the Certification Program and that the Protected Property is and remains certified under the approved Forest Certification Program.

(b) The Grantor shall notify the Grantee in writing, specifying the proposed Forest Certification Program that the Grantor will contract with for audit and certification. In addition:

(i) The Grantor shall provide the Grantee with copies of the documents, plans, materials and information that the Grantor provides to the approved Forest Certification Program in connection with the initial inspection or audit and certification.

(ii) The Grantor shall provide the Grantee with copies of all inspection or audit reports provided to the Grantor by the approved Forest Certification Program.

(c) As of the date of this grant, the following programs have been reviewed and meet the requirements of an approved Forest Certification Program: Forest

Stewardship Council, Sustainable Forestry Initiative and the Pennsylvania Tree Farm Program.

(d) Following the Grantor's receipt of certification from an approved Forest Certification Program, the Grantee shall review the Forest Certification Program every five years to determine whether the Forest Certification Program continues to meet the requirements for an approved Forest Certification Program; however, such Forest Certification Program shall continue to be an approved Forest Certification Program if the certification standards utilized by the Program do not materially change and the Forest Certification Program continues to comply with the requirements of this Section. If, as a result of such review, the Grantee identifies deficiencies in the Forest Certification Program that would lead to the Forest Certification Program not meeting the requirements set forth in this Section 8.1(a), the Parties shall determine whether the deficiencies can be corrected in order to maintain the Forest Certification Program as an approved Forest Certification Program.

(e) If, after reviewing opportunities to correct the deficiencies, the Grantee determines that the Forest Certification Program selected by the Grantor no longer meets the requirements for an approved Forest Certification Program, or if the Grantor ceases to maintain certification from an approved Forest Certification Program, the Grantor shall select and receive certification from another approved Forestry Certification Program.

(f) The Grantor's receipt of certification from an approved Forest Certification Program shall not affect the Grantee's right to monitor, inspect and enforce the terms of this Conservation Easement.

(g) If there are at any time less than two approved Forest Certification Programs, the Grantor may elect not to be certified and the Grantee shall be responsible for determining whether the Grantor's Forest Management Plan is in compliance with the terms of this Conservation Easement and shall conduct monitoring every five (5) years to ensure the Grantor's compliance with the Forest Management Plan and this Conservation Easement.

(h) If the Grantee does not receive certification by an approved Forest Certification Program within one year of the grant of this Conservation Easement, then the Grantor shall reimburse the Grantee for its costs and expenses related to its monitoring and inspections to ensure the Grantor's compliance with the terms of this Conservation Easement.

8.2 Mandatory Forest Management Activity Requirements. Notwithstanding any other provision of this Conservation Easement, or any requirements of the approved Forest Certification Program, after receipt of certification, the following requirements must be followed for any Forest Management Activity, including any

Timber Harvest, and shall be included in the Forest Management Plan for the Protected Property:

- (a) Forest Management Plan. The Grantor shall develop a Forest Management Plan that meets the standards of the approved Forest Certification Program and the conditions of this Conservation Easement, and that addresses the requirements detailed in this Section 8.2. The Forest Management Plan shall be updated no less often than every ten (10) years and may be updated by the Grantor more often in its discretion.
- (b) Pennsylvania Natural Diversity Inventory. Before any Forest Management Activities occur on the Protected Property, the Grantor shall conduct a search of the Pennsylvania Natural Diversity Inventory ("**PNDI**") with respect to intended areas of Forest Management Activities and shall comply with any conditions set forth by any of the jurisdictional agencies. If a threatened species, endangered species, or species of special concern is identified in the search, the Grantor shall notify the Grantee of such occurrence.
- (c) Timber Harvest. All Timber Harvesting undertaken on the Protected Property shall be in accordance with the standards of the approved Forest Certification Program and the Forest Management Plan.
- (d) Forester's Supervision. All Timber Harvesting and related Forest Management Activities shall be supervised by a professional forester.
- (e) Silvicultural Standards and Analysis. All Timber Harvests shall comply with silvicultural standards generally accepted at the time of planning or harvest and directed by silvicultural prescriptions and cutting plans developed through an analysis of the area to be harvested.
- (f) Best Management Practices. Forest Management Activities shall comply with the most recent *Best Management Practices for Pennsylvania's Forests*, published by Penn State Extension, or its successor publications, as amended, or other best management practices publications as may be mutually agreed to by the Parties ("**BMPs**").
- (g) High-Grading. High-Grading is prohibited.
- (h) Aquatic Habitat Buffers. All Timber Harvests and other Forest Management Activities shall adhere to BMPs for work in and around aquatic habitats, such as Wetlands, Waterbodies, and Watercourses.
- (i) Watercourse Crossings. All roads, bridges and culverts constructed as a part of Forest Management Activities that cross Watercourses shall provide for adequate aquatic organism passage.

(j) Road Construction. All roads constructed as part of Timber Harvests and Forest Management Activities shall be constructed to specifications that are consistent with BMPs.

(k) Compliance. Forest Management Activities shall comply with the terms and conditions of this Conservation Easement and applicable local, state and federal laws, statutes, and regulations.

8.3 Forest Management Activity Structures. Notwithstanding any other provision of this Conservation Easement, the Grantor reserves the right to develop, place, construct, maintain, install, replace, repair, relocate and remove existing or new Structures customarily incidental to Forest Management Activities ("**Forest Management Activity Structures**"), provided that the Grantor shall not remove roads and trails that the Grantee has designated for public use in the Public Access Infrastructure Plan or other Public Access Infrastructure without the consent of the Grantee. Any new Forest Management Activity Structures shall be described in the Forest Management Plan, allowed in the approved Forest Certification Program, or agreed to by the Grantee. Existing Forest Management Activity Structures shall be identified in the Baseline Documentation.

8.4. Forest Management Activity Closure Zones and Public Recreation Relocation.

(a) Notwithstanding the Grantee's rights under Sections 7.2 and 7.2.1, the Grantor may, but shall not be required to, establish "**Forest Management Activity Closure Zones**" by temporarily suspending public access for public recreational uses to areas of the Protected Property that will be actively and directly impacted by Forest Management Activities, that could endanger the public.

(b) Forest Management Activity Closure Zones shall:

- (i) Be established only after written notice to the Grantee and, if practical, identified three months prior to establishment;
- (ii) Be necessary for public safety;
- (iii) Occupy only portions of the Protected Property that will be actively and directly impacted by Forest Management Activities that could endanger the public; and
- (iv) Occur for only the duration of time necessary for active Forest Management Activities.

(c) In connection with Forest Management Activity Closure Zones, roads designated for motorized public access in the Public Access Infrastructure Plan shall not be closed on days of typical high public use. Such days of typical high

public use shall be agreed upon at the Annual Meeting and shall include the following days, unless otherwise approved in writing by the Grantee:

- (i) Opening weekend of trout season,
- (ii) Opening day of spring gobbler season,
- (iii) Memorial Day weekend, including Memorial Day,
- (iv) Fourth of July,
- (v) Labor Day weekend, including Labor Day,
- (vi) Opening day of bear season,
- (vii) The first three (3) days of regular firearms deer season and the first and second Saturdays thereafter.

(d) The Grantor shall be responsible for placing adequate and appropriate signage where roads and trails otherwise open for public recreational uses enter Forest Management Activity Closure Zones indicating that public access is not permitted.

(e) If a Forest Management Activity Closure Zone is established and temporarily suspends public access to such area, the Grantor shall cooperate with the Grantee to identify and, if possible and practical, provide an alternate route for public trail access and use.

(f) If a Forest Management Activity Closure Zone would temporarily close a road open to public Motor Vehicles according to the Public Access Infrastructure Plan, then the Grantor shall, when practicable, provide thirty (30) days advance notice to Grantee.

8.5 Recreation Rights. The Grantor reserves the right to undertake recreational activities, including motorized and non-motorized uses, on the Protected Property, subject to the following:

(a) The Grantor may enjoy all recreation rights that the Grantee may permit the public to enjoy pursuant to this Conservation Easement, but under the same terms as the public.

(b) Any recreational use of the Protected Property by the Grantor shall not interfere with the Grantee's rights to provide for public recreational use pursuant to this Conservation Easement.

(c) Any recreational use by the Grantor shall not diminish or damage the Public Access Infrastructure established by the Grantee on the Protected Property.

(d) Any recreational use by the Grantor shall be consistent with the Conservation Purposes of this Conservation Easement and not have a significant negative impact on the Conservation Values of the Protected Property.

(e) Any recreational use of a Motor Vehicle or Motorized Recreational Vehicle by the Grantor shall be on the designated roads, trails and areas of the Protected Property suitable for such use in the Grantee's sole judgment. Off-road Recreational Motor Vehicle use is not permitted. The foregoing provision of this subparagraph shall not limit the Grantor's right to use Motor Vehicles or Motorized Recreational Vehicles anywhere on the Protected Property as the Grantor determines necessary in connection with Forest Management Activities on the Protected Property.

8.6 Utility Facilities.

(a) The Grantor reserves the right to maintain, replace, remove, and permit Utility Facilities that are referenced in the Baseline Documentation or Exhibit B, or can otherwise be proven to have existed at the date of this grant, to be maintained and replaced in their current location and within their existing footprint, and, with the written approval of the Grantee, not to be unreasonably withheld, relocate such Utility Facilities.

(b) With the written approval of the Grantee, provided in its sole discretion, the Grantor may install and thereafter maintain, replace, remove and relocate new Utility Facilities to support the Grantor's Forest Management Activities on the Protected Property and other Grantor Reserved Rights.

(c) In addition, with the written approval of the Grantee, provided in its sole discretion, the Grantor may construct and install, or permit third parties to construct and install, or grant easements to third parties to construct and install new Utility Facilities, as follows:

(i) When no reasonable alternative exists, and only to the minimum extent necessary, to accommodate the new Utility Facility, as approved by the Grantee;

(ii) Pursuant to the provisions of Exhibit B; and

(iii) Municipal or publicly regulated utilities located within any existing easement or within 30 feet of the existing limit of disturbance of any public right of way that runs through the Protected Property.

After construction, new Utility Facilities may be maintained and replaced within their original footprint.

8.7 Future Sales; Transfers and Conveyances.

(a) The Grantor reserves the right to sell, transfer, or otherwise convey the entire Protected Property, or any in-common and undivided interest in the entire Protected Property, subject to the terms and limitations of this Conservation

Easement. The Grantor further reserves the right to encumber the Protected Property with mortgages, provided that any mortgage is subordinate to this Conservation Easement, to grant access easements to adjacent and nearby landowners that would permit access by such landowners to, on and across the Protected Property in connection with Forest Management Activities on nearby and adjacent lands, and to grant access easements to third parties in connection with the exercise of Grantor's Reserved Rights including Sections 8.6, 8.12 and 8.15.

(b) The Grantor agrees to give written notice to the Grantee of the transfer of any interest in the Protected Property at least twenty (20) days prior to the date of such transfer, except for the grant of a mortgage on all or a portion of the Protected Property or any timber rights through leases, timber cutting agreements, other timber-related agreements, delivered wood or stumpage contracts. The Parties acknowledge that for purposes of this paragraph an "interest" in the Protected Property means and requires record title to the Protected Property and does not include the transfer or sale of any limited partner interest, membership interest, or stock in the Grantor.

(c) Any grant of a mortgage, timber rights, stumpage contracts or any other interest in the Protected Property, including access easements, after the date of the grant of this Conservation Easement shall be expressly subordinate and subject to the terms of this Conservation Easement. If the Grantor grants an access easement, the Grantor shall provide written notice to the Grantee. If such third party use causes damage to the roads maintained by the Grantee, the Grantor shall remain responsible to the Grantee for repairing such damage.

(d) Any grant of less than a fee interest in the Protected Property shall comply with the terms and conditions of this Conservation Easement.

(e) The Grantor covenants and agrees that any instrument evidencing any subsequent conveyance, lease, mortgage, security interest, encumbrance, or any other transfer of the Protected Property shall contain the following statement: "This (grant, lease, mortgage, easement, etc.) is subject to a certain Conservation Easement entered into between Lyme Emporium Highlands II LLC –and the Commonwealth of Pennsylvania dated _____, 2018, and recorded in the office of the _____ County on _____, in Book _____ of Deeds and Page _____".

(f) The Grantor shall deliver the baseline documentation and such other documentation in its possession to its grantee upon transfer.

(g) The Grantor shall provide the Grantee with copies of any recorded documents upon completion of a transfer under this Section and notice to the Grantee of the name and address of transferee.

(h) Failure of the Grantor to comply with the provisions of this Section 8.7 shall not affect the validity of the provisions of this Conservation Easement and the Grantee's Affirmative Rights hereunder.

8.8 Gates, Barriers, Fences; Signs; Keys, Combinations, Access; Marking Boundaries.

(a) The Grantor may erect signs, gates, fences or other barriers necessary to carry out its rights and obligations hereunder. The Grantor further reserves the right to construct gates and post signage at the entrance and junction of roads that are not open to public access by Motor Vehicles or Motorized Recreational Vehicles with roads that are open for such vehicles as designated on the Public Access Infrastructure Plan, but only in the event that the Grantee fails to post adequate signage or gates after a request to do so.

(b) The Parties acknowledge that the Grantor may identify, maintain, and mark the boundaries of the Protected Property. Under no circumstances shall either Party remove or permit the removal of an existing boundary marker.

8.9 Dams and Water Resources; Preserving Water Quality.

(a) The Grantor may undertake actions to preserve water levels and water quality, or to prevent the erosion of any slope or shoreline, provided that the Grantor shall receive written approval by the Grantee prior to undertaking any actions under this Section 8.9. The Grantee's approval shall not be unreasonably withheld and shall only be required if the proposed activity is not adequately described in the Forest Management Plan.

(b) The Grantor may take immediate actions in response to an emergency situation relating to dams, impoundments, Wetlands, Watercourses or Waterbodies; however, the Grantor shall provide notice to the Grantee within forty-eight (48) hours of taking any such emergency action.

(c) The Grantor may conduct routine maintenance activities for the purpose of protecting and maintaining roads, trails, culverts, bridges, and other improvements on the Protected Property, including the removal or breeching of beaver dams or lodges, and the lawful control of beaver populations. The Grantor shall not be required to notify or seek approval of the Grantee in advance of such activities.

(d) The Grantor may install, construct, replace and maintain Structures necessary for storm water management as part of an allowable activity including road and trail construction, as permitted herein, and for Forest Management Activities, as permitted herein, and may construct, replace and maintain Structures necessary for acid mine remediation work.

(e) The Grantor may demolish, remove or abandon existing dams with the written consent of the Grantee, which shall not be unreasonably withheld, provided that doing so shall not materially impair the Conservation Values herein.

8.10 Chemical and Biological Treatments. The Grantor may use chemical and biological treatments in accordance with its Forest Management Plan or in compliance with the approved Forest Certification Program, for the following purposes:

(a) to control a pest or disease outbreak that threatens the health of the timberland on the Protected Property, the forests or forest economy of the region, or which threatens the Grantor's long-term investment in the Protected Property.

(b) as necessary for Forest Management Activities in the Forest Management Plan and are acceptable to the Forest Certification Program.

(c) to control for insect pests for human health and safety purposes.

(d) to control for Non-Native plant or animal species.

8.11 Disposal and Temporary Storage. The Grantor may dispose of organic logging debris on-site, and may utilize routine temporary storage of trash or debris, hazardous materials or hazardous wastes arising from or used in connection with Forest Management Activities or other Grantor Reserved Rights. The Grantor shall ensure the removal of any trash or debris (except for organic logging debris) and any such hazardous materials or hazardous wastes from the Protected Property caused by its own activities or the activities of its lessees, contractors or guests.

8.12 Natural Resources Benefits. The Grantor, with prior written approval of the Grantee, may enter into agreements, which may or may not be associated with Forest Management Activities, whereby the Grantor agrees to manage natural resources on, or associated with, the Protected Property in a specific manner that is consistent with this Conservation Easement. This shall include the right to sell, trade, or exchange quantifiable natural resource benefits generated from the enhancement of the Conservation Values beyond the values indicated in the Baseline Documentation associated with the Protected Property, provided that such activities do not:

(a) conflict with the terms, conditions, and Conservation Purposes of this Conservation Easement;

(b) materially reduce the area of productive forest on the Protected Property; and

(c) result in the Grantor benefiting from any such activity if the Grantee requires the Grantor to conduct the activity as a correction to a violation of this Conservation Easement.

Examples of such agreements, sales, trades, or exchanges that may be permitted according to this Section 8.12 are where the Grantor receives compensation,

including transferable credits, for participating in a greenhouse gas emissions offset program; provides clean air, water, or wildlife habitat for the greater public good; or restores, enhances or manages a Wetland, Watercourse or Waterbody as part of a government program, except for restoration projects required to correct a violation of this Conservation Easement. The Parties acknowledge that because the Conservation Values protected by this Conservation Easement shall not be adversely affected by such agreements or activities, and the only interest affected shall be the Grantor's interest, any compensation received by the Grantor for such agreements, exchanges, or trades shall belong to the Grantor. The Parties acknowledge and agree that this Grantor's Reserved Right does not include the right to exchange, trade, extract, license, lease, transfer, or sell topsoil, minerals, or water located on the Protected Property, except as specifically allowed under the Grantor's Reserved Rights.

- 8.13 Coal Mine Reclamation. The Grantor shall not enter into new leases for surface mining of coal in areas not previously mined. In the case of re-mining of existing mine sites for additional coal removal, the Grantor may enter into new leases but the Grantor shall specify in its agreement that all previous abandoned mine lands at the site shall be reclaimed and remediated at the cost of the mine operator as part of the agreement terms.
- 8.14 Oil and Gas Development. The Grantor may extract oil and gas from the Protected Property so long as it is conducted at such subterranean depths at which there can be no impairment of water or other resources described in the Conservation Values through underdrilling from adjacent lands. No surface activities or uses, including construction activities, incident to such extraction are permitted on the Protected Property.
- 8.15 Acid Mine Remediation. The Grantor shall be permitted to undertake remediation of areas affected by acid mine deposits, including without limitation, construction, maintenance, replacement, repair and removal of dams, water treatment ponds and other structures as necessary for such acid mine water remediation, chemical and biological treatment associated with such work, and granting of licenses or easements to third parties to complete such work.
- 8.16 Existing Recreational Leases. The Grantor expressly reserves the right to maintain and/or renew existing recreational leases of all or part of the Protected Property listed on Exhibit F, through June 30, 2019, at which time such leases shall be terminated by the Grantor or expire by their terms.
- 8.17 Taxes. The Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and to avoid the imposition of any liens or encumbrances, including without limitation those arising out of any work performed for, materials furnished to or obligations incurred by the Grantor.

- 8.18 Environmental Release. If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, the Grantor agrees to take all steps necessary to assure its containment and remediation, including any clean up that may be required, unless the release was caused by the Grantee, in which case the Grantee shall be responsible therefore. This Section 8.18 is not intended to conflict with permitted use of chemicals under Sections 7.6, 8.10 and 8.15.

9. Shared Rights and Responsibilities.

- 9.1 Annual Meeting. It is the intent of the Parties to meet on an annual basis ("**Annual Meeting**"), or more frequently if both Parties agree, either in person or by a method agreed to by the Parties, to review and discuss: activities completed in the previous year, proposed annual work plans for the upcoming year, the proposed schedule of activities, including maps, and descriptions of activities, notices of intent to cut for the upcoming year (as may be available at the time of the annual meeting) and any activities that require review or approval of either Party. If the proposed annual work plans are significantly modified by either Party after the Annual Meeting occurs, then the updated work plans shall be provided to the other Party within thirty (30) days of the modification. During the Annual Meeting, the Grantor and the Grantee may review annual harvesting and work plans to assure consistency with the forest management objectives set forth in the Forest Management Plan and this Conservation Easement. The Parties may also discuss any issues related to the Public Access Infrastructure Plan, public access, abuse or nuisance, use of the Protected Property, and other issues related to the rights and responsibilities under this Conservation Easement. Third party subsurface owners may be invited to attend the Annual Meeting with the consent of both Parties.
- 9.2 Deteriorated Structures. Should any Structure on the Protected Property deteriorate to a condition that it is dangerous to occupy or be around, the owner of said Structure, at its sole cost and expense, shall either correct the hazard or demolish the Structure.
- 9.3 Sand and Gravel Use. The Protected Property may be utilized for sand and gravel extraction by the Grantor and, with prior notice to the Grantor, by the Grantee, in accordance with the following restrictions on such extraction and use:
- (a) Sand and gravel may be extracted from the Protected Property for use in implementing the Grantor's Reserved Rights, including undertaking Forest Management Activities, or the Grantee's Affirmative Rights; provided, however, that the disturbed area for mining shall not exceed five (5) acre in size per site and not more than twenty-five (25) of area disturbed at any time. The Parties may mutually agree to a larger area for any disturbed area. At the time such sand and

gravel site shall cease to be used, the disturbed area shall be reclaimed to natural vegetation and topography to the extent reasonably possible and in accordance subparagraph (e) below, subject to local zoning ordinances.

(b) Sand and gravel originating on the Protected Property shall not be deposited, sold, or used off of the Protected Property, except that the Grantor may transport and use, and with the written approval of the Grantor, the Grantee may transport and use, such sand and gravel off of the Protected Property solely for the purpose of constructing or maintaining new or existing access road rights-of-way leading to and from the Protected Property.

(c) In order to minimize overall impacts and conserve forested areas, any such removal of sand and gravel under subparagraph (a) above shall use best efforts to use existing pits and avoid opening new pits.

(d) Operation of gravel pits and the removal of sand and gravel shall comply with applicable local, state, and federal laws and regulations.

(e) Reclamation shall consist of permanently stabilizing the area impacted by the gravel pit through grading and re-vegetation. Grading shall create site conditions that are conducive to natural regeneration of vegetation or planting of trees.

(f) All sand and gravel extraction shall not materially impact the Conservation Values.

9.4 Severed Subsurface Rights. If a third party holding subsurface rights provides the Grantor with advance notice of the exercise of such rights which involves access to and/or disturbance of the surface of the Protected Property, the Grantor shall provide a copy of such notice to the Grantee, so that the Grantee may monitor such activities and manage the effect of such activities upon the Conservation Values to the fullest extent possible; provided, however, that nothing herein shall prohibit the Grantor from removing timber in advance of such third party's exercise of its rights. To the extent that the Grantor is given an opportunity to cooperate and provide input on such third party's development plans for severed subsurface resources, the Grantor shall consult with the Grantee to minimize the effects of such development on the Conservation Values and public access, such as through utilization of the Grantee's Surface Use Agreement.

9.5 Watercourse Crossings. The Parties may construct, maintain, and repair new and existing Watercourse crossings, either temporary or permanent, as deemed necessary by the Grantor for Forest Management Activities, by the Grantee for public recreational use of the Protected Property, or by either Party with respect to the potential need for water withdrawal for fire control purposes.

9.6 Existing Dams. The Parties may demolish or remove existing dams for the purposes of improving fish and aquatic organism passage. Such activity

conducted by the Grantor must be conducted with the written approval of the Grantee, which shall not be unreasonably withheld.

- 9.7 Non-native Species. The Parties may plant Non-Native species in accordance with BMPs for erosion and sedimentation control purposes, including but not limited to haul road and log landing reclamation.
- 9.8 Special Resource Areas. The Parties shall coordinate on the designation and management of "Special Resource Areas" as defined by the Grantor's Forest Certification Program. In exercising their respective rights under this Conservation Easement, the Parties shall seek to avoid activities that would impair the resource values to be protected by the designation of such areas as "Special Resource Areas".
- 9.9 Keys and Combinations. The Parties shall provide one another with keys or combinations necessary to open gates and to allow access through such barriers consistent with the terms of this Conservation Easement. The Grantor shall implement a system to provide the Grantee with a way to identify and differentiate authorized individuals or vehicles conducting Forest Management Activities or otherwise on the Protected Property with the permission of the Grantor from trespassers on the Protected Property.
- 9.10 Emergency Actions.
- (a) The Parties may each take emergency action necessary to respond to natural disaster or threats to human safety in order to preserve the Protected Property and protect the public.
- (b) To the extent practicable, the Grantee shall notify the Grantor of its entry under this Section and shall consult with the Grantor regarding such emergency action. Nothing contained in this Section shall relieve the Grantor from any liability for or duty under this Conservation Easement or under applicable law to repair, remediate, dispose or otherwise remedy any condition which it may have caused and which is the proximate cause of the Grantee's entry pursuant to this Section.

10. **Violations; Remedies; Damages.**

- 10.1 Violations. If either Party determines that the terms of this Conservation Easement are being or have been violated or that a violation is threatened or imminent, then the provisions of this Section will apply.
- (a) Notice to Cure. Either Party ("Aggrieved Party") shall notify in writing ("Notice to Cure") the other Party ("Noticed Party") of a violation, suspected violation, or an imminent violation of any of the terms or conditions of this Conservation Easement including the portion of the Protected Property affected thereby. The Notice to Cure shall set forth how the Noticed Party can cure or avoid such violation or

suspected violation and if such violation has occurred shall give the Noticed Party thirty (30) days from the date of receipt of the Notice to Cure to cure, or such longer period of time as may be necessary to cure, provided that actions to cure are commenced within such thirty-day period and diligently pursued. Such time periods may be extended in the event of severe weather or if other conditions are experienced that cause a reasonable delay in the Noticed Party's efforts to cure.

(b) Opportunity to Cure. At the expiration of such period of time to cure, or any extensions thereof granted, the Aggrieved Party shall notify the Noticed Party of any failure to adequately cure the breach or suspected breach. The Noticed Party shall then have an additional fifteen (15) days from receipt of such notice to adequately cure. At the expiration of said fifteen-day period, the Aggrieved Party may commence any legal or equitable action or proceedings in accordance with any applicable law to require compliance with the terms of this Conservation Easement.

(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 Protected Property described in the Conservation Values, Section 4.

10.2 Remedies. The Aggrieved Party may exercise any remedies that may at any time be available under this Conservation Easement or applicable law.

10.3 Right to Restore.

(a) Subject to the provisions of Sections 10.1 and 10.2, the Aggrieved Party may require the Noticed Party to restore the Protected Property to its Natural State in the event of a violation of the terms of this Conservation Easement and to enforce this right by any action or proceeding necessary.

(b) In the event that the Noticed Party fails to cure in accordance with the provisions of Sections 10.1(a) and 10.1(b), then the Aggrieved Party, at its sole discretion, and after fifteen (15) days advance notice to the Noticed Party may take actions to restore the Protected Property to its Natural State. Such notice shall not be required in the event of an emergency provided that, in the case of the Grantee, the Grantee shall provide notice to the Grantor within twenty-four hours of the Grantee's entry onto the Protected Property in order to take emergency action to mitigate the consequences of a violation.

(c) The Aggrieved Party may resort to the following to restore the Protected Property to its Natural State:

(i) Remove items and materials not permitted by this Conservation Easement.

(ii) Close, fill, grade and plant with appropriate vegetative cover areas affected by a breach.

(iii) Take any other appropriate action reasonably necessary to remedy any breach of this Conservation Easement.

10.4 Damages. Either Party shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement. Without limiting either Party's liability therefore, the Aggrieved Party, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. All reasonable costs incurred by the Aggrieved Party in successfully enforcing the terms of this Conservation Easement against the Noticed Party including staff administrative costs, costs and expenses of suit (but excluding attorneys' fees), and any costs of restoration shall be borne by the Noticed Party, provided however that if the Noticed Party ultimately prevails in a judicial enforcement action each Party shall bear its own costs.

10.5 Force Majeure/Acts of Third Parties. Nothing herein shall be construed to entitle either Party to institute any enforcement proceedings against the other Party for any changes to the Protected Property nor shall either Party be held liable for damages to the Protected Property due to causes beyond the Parties' reasonable control, including, without limitation: changes caused by fire, flood, storm, earthquake, major tree disease, acts of God, acts of the Parties, or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Easement caused by the unauthorized wrongful acts of third persons, if either Party so requests, the Parties may join in any suit. If both Parties are damaged, any recovery shall be apportioned between the Parties pursuant to the Easement Percentage attributed to the Protected Property as determined in Section 11.12(c).

10.6 Failure to Act. The failure of either Party to enforce any of the terms of this Conservation Easement shall not be deemed a waiver of any such term nor shall any such failure in any way bar any enforcement rights hereunder in the event of any subsequent violation of, or noncompliance with, or fault in observance of, any of the terms of this Conservation Easement.

11. Other Terms and Conditions.

11.1 Construction of Terms and Interpretation. If uncertainty should arise in the interpretation of this Conservation Easement, judgment should be made in favor of preserving, protecting, and furthering the Conservation Purposes of this grant. Nothing in this Conservation Easement should be construed to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state, or local government or governmental agency having jurisdiction over

the Protected Property, nor to prohibit the imposition of further land use restrictions by agreement of the Parties, or by operation of law.

(a) This Conservation Easement is constructed with the intention of conforming with the requirements for conservation easements under the Pennsylvania Conservation and Preservation Easements Act, Act 29 of 2001, 32 P.S. §§ 5051-5059, and as amended thereafter.

(b) In interpreting the terms of the Conservation Easement, there shall be no presumption favoring the Grantee or the Grantor.

(c) If any provision of this Conservation Easement is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(d) The captions herein have been inserted solely for convenience of reference and are not part of this Conservation Easement and shall have no effect upon construction or interpretation.

(e) Any reference in this Conservation Easement to a statute, regulation or ordinance shall include any amendment or successor thereto adopted after the date of this Conservation Easement. Any reference in this Conservation Easement to a published document, treatise, or guide shall include any successor or replacement thereto published after the date of this Conservation Easement.

(f) Other Terms.

(i) The word "including" means "including, but not limited to."

(ii) The word "shall" is obligatory; the word "may" is permissive and does not imply an obligation.

11.2 Dispute Resolution. In the event a dispute arises over the interpretation or implementation of this Conservation Easement, or whether a violation has occurred or may occur, the Parties shall try to resolve their dispute amicably prior to commencing litigation or taking unilateral action, which may result in litigation. In the event that the dispute cannot be resolved expeditiously by the DCNR's district forester, the Parties shall engage in a process of mediation as follows:

(a) The Grantor will notify the DCNR's Director of the Bureau of Forestry, in writing, of the dispute and provide the Director with the Grantor's position on the issue and any relevant documentation. The Parties agree that, in the event a controversy arises with respect to the nature and extent of uses or the condition of the Protected Property, the Parties shall not be foreclosed from utilizing all other relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy.

(b) Within ten (10) business days from receipt of the Grantor's written notice, the DCNR's director of the Bureau of Forestry will fix a time and place for a conference with the Grantor and the appropriate district forester to discuss the issue and attempt to reach an amicable resolution of the dispute.

(c) The conference shall be held within thirty (30) days of the DCNR's receipt of the Grantor's written notice, unless both Parties agree otherwise.

(d) Any agreement reached at the conclusion of the conference shall be documented, in writing, by the director of the Bureau of Forestry, who will provide copies to the Grantor and the appropriate district forester. The written record of the Parties' agreement resolving the dispute shall be incorporated as part of this Conservation Easement.

(e) In the event the Parties are unable to reach an amicable resolution of the dispute, either Party may then submit the dispute to an appropriate forum, including a court, for further consideration or review. Any judicial review or court action shall be de novo.

11.3 Governing Law. The laws of Pennsylvania govern this Conservation Easement.

11.4 Duration, Burdens, and Benefits. This Conservation Easement binds and benefits the Grantor and the Grantee. This Conservation Easement vests a servitude running with the land, and upon recordation in the public records, all subsequent owners of the Protected Property or any portion thereof are bound by these terms and conditions, whether or not the owners had actual notice of this Conservation Easement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Conservation Easement.

11.5 The Grantee's Ability to Exercise Rights. The Parties acknowledge that the ability of the Grantee to exercise the rights of the Grantee under Sections 7.2 and 7.3 is subject to the availability of staff resources and moneys appropriated or otherwise available to the Grantee and designated for such purposes.

11.6 Notice, Review and Approval Process.

(a) Whenever notice or an approval is required from either Party, the Party that must provide notice or that is seeking the approval shall deliver a written notice or request for such approval in accordance with the notification directions herein.

(b) All notices and requests for approval required or permitted to be given under this Conservation Easement shall be made by electronic mail and also delivered by hand or sent by registered or certified mail, return receipt requested, or by overnight mail, to the address of the other Party as provided in Section 11.7. Notice shall be deemed to have been given on the earlier of: (i) receipt of electronic

mail, (ii) when delivered by hand or by overnight mail, or (iii) if mailed, three (3) business days after mailing.

(c) The Party receiving a request for approval shall respond to the request within sixty (60) days of its receipt, unless otherwise specified herein.

(d) Requests shall be either approved, approved with conditions, or denied. Approvals shall be made in electronic or written form and shall be based upon whether the proposed action complies with the terms and/or purposes of this Conservation Easement. If denied, the reasons for denial and the criteria applied, with specific reference to the terms of this Conservation Easement, shall be specifically set forth in the written response to the request. No decision is valid or effective unless it is in writing and signed by an authorized signatory.

(e) The Parties shall not unreasonably delay or deny a request for approval.

(f) Upon mutual written agreement, the Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

11.7 Notices, Notification.

(a) Any notice required to be sent to the Grantor herein shall be addressed to:

c/o The Lyme Timber Company LP
23 South Main Street, Third Floor
Hanover, NH 03755
Attn: General Counsel

Or such other designees of the Grantor upon written notice to the Grantee.

(b) Any notice required to be sent to the Grantee herein shall be addressed to:

Pennsylvania Department of Conservation and Natural Resources
Bureau of Forestry
Attention: District Forester
258 Sizerville Road
Emporium, PA 15834-3944

With copy to: Office of Chief Counsel
Department of Conservation and Natural Resources
Rachel Carson State Office Building, 7th Floor
400 Market Street
Harrisburg, PA 17105-8767

(c) Either Party may change the individual or address to which notices are to be sent by giving written notice thereof to the other Party in accordance with Section 11.7 (c) above.

11.8 Regulatory Authorities, Compliance With Law. This Conservation Easement shall not remove the necessity of the Grantor or the Grantee to obtain any permit and/or approval from any governmental agency having jurisdiction over any activity conducted or to be conducted on the Protected Property.

11.9 Assignment of Grantee's Interest. The Grantee may assign this Conservation Easement only to another governmental agency, which governmental assignee has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the terms of this Conservation Easement, and which as a condition of transfer, agrees to uphold the Conservation Purposes of this grant. Any assignment document must include a covenant by which the assignee assumes the covenants and other obligations of the Grantee under this Conservation Easement. The Grantee must deliver the baseline documentation and such other documentation in its possession reasonably needed to uphold the Conservation Values.

11.10 Severability. The Parties agree that the provisions of this Conservation Easement are severable and that if any court of competent jurisdiction shall render a judgment voiding or nullifying any provision(s) herein, the effect of said judgment shall be limited to the nullified or voided portion of this Conservation Easement and the remaining provisions herein shall continue in full force and effect.

11.11 Amendments or Modifications.

(a) The Grantor and the Grantee may amend this Conservation Easement by mutual agreement in writing, executed by both Parties, in accordance with the provisions of the Conservation and Preservation Easement Act 32 P.S. §§ 5051 et seq. and recorded in the appropriate County Recorder's Office, provided, however, that no amendment shall be made that will adversely affect the status of this Conservation Easement under applicable laws. Any amendment shall be consistent with the Conservation Purposes of this Conservation Easement and shall not affect its perpetual duration. The Party requesting an amendment shall be responsible for all related costs, including, but not limited to appraisals, surveys, abstracts, and recording fees.

(b) If the Grantor seeks and is granted an amendment or modification to this Conservation Easement, the Grantor shall pay the Grantee: (1) compensatory damages in an amount equal to the increase in the Market Value of the Protected Property resulting from the amendment or modification, plus reimbursement of the Grantee's reasonable litigation expenses that arise from such proceeding, (2) restitution of the Easement Value of the affected portion of this Conservation Easement, calculated as provided in Section 11.12(c), but only to the extent the

Grantee's interest or the Easement Value is affected by such amendment or modification, and (3) to the extent that such amendment or modification affects the Grantee's investments in Public Access Infrastructure on the Protected Property after the grant of this Conservation Easement, reimbursement for the value of such investments at the time of such amendment to the extent so affected.

(c) The Grantee shall be required to apply any amounts received under paragraph (b) in a manner consistent with the Conservation Purposes, or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystems," as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code.

11.12 Extinguishment; Eminent Domain.

(a) The Conservation Easement may not be extinguished, unless an unexpected change in the conditions surrounding the Protected Property means that it is impossible or impractical for it to serve any of the Conservation Purposes at all, and in any event such extinguishment may only be accomplished by appropriate judicial proceedings in a court of competent jurisdiction. If the Protected Property, or any interest therein, is extinguished, the Grantee will be entitled to receive the Easement Percentage (calculated in accordance with the valuation provisions set forth in Section 11.12(c) below in each case with respect to the area so extinguished).

(b) If the Protected Property is under threat of condemnation or if an eminent domain action against all or a portion of the Protected Property has been initiated, the Grantor shall notify the Grantee. If all or part of the Protected Property is taken in exercise of eminent domain (or purchased in lieu of a taking by eminent domain) by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee will join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds will be divided between the Grantor and the Grantee in accordance with the Easement Percentage set forth in paragraph (c) below. For example, if the Easement Percentage is twenty-five percent (25%) and the proceeds of a taking of a portion of the Protected Property are \$1,000,000, the Grantee shall be entitled to \$250,000.

(c) The value of this Conservation Easement at any future date shall be the difference between the Market Value of the Protected Property at such time as if unencumbered by this Conservation Easement less the Market Value of the Protected Property encumbered by this Conservation Easement at such time (such difference, the "**Easement Value**"). The ratio that the Easement Value bears to the Market Value of the Protected Property unencumbered by this Conservation Easement at the time of valuation is referred to herein as the "**Easement Percentage**").

(d) The Grantee shall be required to apply proceeds received by it under this Section 11.12 in a manner consistent with the Conservation Purposes, or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystems," as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code.

11.13 Liability. Neither the Grantor nor the Grantee assumes any liability for each other. As to liability to each other for injury or death to persons, or damages to property, the Grantee and the Grantor do not waive any defenses as a result of entering into this Conservation Easement.

11.14 Third Party Liability; Statutory Protections from Liability.

(a) Nothing contained in this Conservation Easement shall create any liability on behalf of the Grantor to any third party or create any right, claim or cause of action on behalf of any Party other than the Grantor or the Grantee.

(b) The Grantor specifically retains all protections from liability provided under Pennsylvania law to private owners of land, including, but not limited to, the protections contained in the Recreational Use of Land and Water Act (68 P.S. §§ 477-1 et seq.) (or any successor or other statutory or regulatory provision then applicable).

(c) No provision in this Conservation Easement shall be construed to limit the Commonwealth of Pennsylvania's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Conservation Easement. Nothing in this Conservation Easement shall be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania.

11.15 Grantor Covenants. The Grantor does further covenant to the Grantee as follows:

(a) that the Grantor is seized of the Protected Property in fee simple and has good right to convey this Conservation Easement and the rights hereunder.

(b) that the Grantee shall quietly enjoy said rights granted to the Grantee under this Conservation Easement, provided, however, that the Grantee's enjoyment of such rights shall not interfere with the Grantor's quiet enjoyment of, and exercise of its Reserved Rights.

(c) that the Protected Property is free from encumbrances, except as provided on Exhibit B attached hereto and made a part hereof.

(d) that the Grantor shall specially warrant the title to the Protected Property, subject to those encumbrances set forth in Exhibit B, and will defend the Grantee against all persons who claim a lawful interest in the Protected Property by,

through and under the Grantor, so long as the Grantor owns the Protected Property.

(e) that the Grantor will execute or procure any further necessary assurances of the Grantor's title to the Protected Property.

(f) that, as of the date of this Conservation Easement, the Grantor has not done or suffered anything whereby the Protected Property has been encumbered in any way whatsoever, except for those encumbrances set forth in Exhibit B.

(g) that after reasonable investigation and to the best of the Grantor's knowledge: no substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, or in any way harmful or threatening to human health or the environment other than readily available and licensed agricultural chemical and typical home cleaning chemicals, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Protected Property;

(h) that to the Grantor's knowledge, there are not now any underground storage tanks located on the Protected Property, whether presently in service or closed, abandoned, decommissioned; and

(i) that there is no pending or threatened litigation in any way affecting, involving, or relating to the Protected Property.

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

11.17 Titles Not Controlling. Title of Sections are for reference only and shall not be used to construe the language in this Conservation Easement.


11.18 Incorporation by Reference. Each Exhibit attached to this Conservation Easement is incorporated into this Conservation Easement by this reference.

11.19 Coal Rights Notice. The following notice is given to the Grantor 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.

Lyme Emporium Highlands II LLC

By: LTC Management LLC


By: Thomas R. Morrow, Managing Director

11.20 Effective Date. This Agreement shall become effective when it is fully executed by the Parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. This Agreement is not binding in any way on the Commonwealth or the DCNR until it has been fully executed, as prescribed in the preceding sentence.

11.21 Acknowledgments.

(a) In accordance with Section 5 of this Conservation Easement, the Grantor and the Grantee each acknowledges that they have received and fully reviewed the Baseline Documentation and each has signed and acknowledged that the Baseline Documentation reflects the attributes and improvements that are known to be associated with the Protected Property as of the date of this Conservation Easement.

(b) The Grantor attests that it is the sole owner of the Protected Property and the Protected Property is, as of the effective date of this Conservation Easement, free and clear of liens and mortgages, or, if it is not, that the Grantor has obtained and recorded in the Public Records the legally binding subordination of any liens and mortgages affecting the Protected Property to this Conservation Easement.

11.22 Integration and Merger. This Conservation Easement, when executed and delivered, shall constitute the final, complete, and exclusive Conservation Easement between the Parties containing all the terms and conditions agreed on by the Parties. All representations, understandings, promises and agreement pertaining to the subject matter of this Conservation Easement made prior to or at the time this Conservation Easement is executed are superseded by this Conservation Easement unless specifically accepted by any other term or provision of this Conservation Easement. There are no conditions precedent to the performance of this Conservation Easement except as expressly set forth in this Conservation Easement.

[Intentional end of page. Signatures and acknowledgments follow on next page(s).]

Each Party signed this Conservation Easement on the date stated below that Party's signature.

GRANTOR:

Lyme Emporium Highlands II LLC

By: LTC Management LLC

By: Thomas R Morrow

Name: Thomas R Morrow

Title: Managing Member

Date: June 6, 2018

Grantor's Acknowledgment:

STATE OF NEW HAMPSHIRE)

) ss.:

COUNTY OF GRAFTON)

On the 6th day of June in the year 2018, before me, the undersigned, personally appeared THOMAS MORROW, Managing Member of LTC Management LLC, Manager of Lyme Emporium Highlands II LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same and that by his signature on the instrument, he, or the person upon behalf of whom he acted, executed the instrument.

Cynthia M. Chaves

Notary Public, State of New Hampshire



ACCEPTED BY:

GRANTEE:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

By: 

Name: John NORBECK

Title: Deputy Secretary

Date: June 8, 2018

Grantee's Acknowledgment:

Commonwealth of Pennsylvania)
) ss.:
COUNTY OF Dauphin)

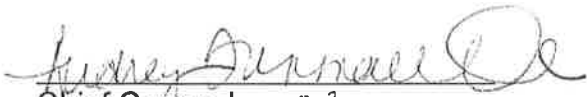
On this, the 8th day of June, 2018, before me, the undersigned, personally appeared John Norbeck, Deputy Secretary of the Department of Conservation and Natural Resources, and in due form of law acknowledged the above instrument to be his/her act and deed and the act and deed of the Commonwealth of Pennsylvania, acting by and through the Department of Conservation and Natural Resources.

WITNESS my hand and notarial seal, the day and year first above written.


Notary Public

Commonwealth of Pennsylvania - Notary Seal
Teresa Marie Sheely, Notary Public
Dauphin County
My commission expires August 22, 2019
Commission number 1235839

Approved as to Legality and Form:



Chief Counsel, ²³
Department of Conservation and Natural Resources

Date: 06/08/18



Office of General Counsel

Date: 6/11/18



Office of Attorney General

Date: 6-18-18

LIST OF APPENDICES AND EXHIBITS

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APPENDIX 1 – GLOSSARY OF DEFINITIONS

1. **“Act 18”** shall have the meaning provided in the Recitals
2. **“Aggrieved Party”** shall have the meaning provided in Section 10.1.
3. **“Annual Meeting”** shall have the meaning provided in Section 9.1.
4. **“Baseline Documentation”** shall have the meaning provided in Section 5.
5. **“BMPs”** shall have the meaning provided in Section 8.2(f).
6. **“Conservation Easement”** shall have the meaning provided in the preamble.
7. **“Conservation Values”** shall have the meaning provided in Section 4.
8. **“Conservation Purposes”** shall have the meaning provided in the Statement of Purposes.
9. **“DCNR”** shall have the meaning provided in the preamble.
10. **“Easement Percentage”** shall have the meaning provided in Section 11.12(c).
11. **“Easement Value”** shall have the meaning provided in Section 11.12(c).
12. **“Forest Certification Program”** shall mean a third party, non-regulatory, forestry certification program designed to recognize environmentally-responsible forestry practices and determine, through evaluation by auditors, whether a landowner’s management planning and forestry practices meet an agreed-upon set of standards for sustainable forestry management practices developed by such program.
13. **“Forest Management Activities”** shall mean activities conducted for the purpose of managing the Protected Property for Forest Products, including, but not limited to: commercial forest management operations; Timber Harvesting; planting, growing and harvesting Forest Products and other vegetation; pruning or trimming trees, foliage and other vegetation; maintaining fields and meadows; maintaining, constructing and establishing roads, trails and landing yards; maintaining, constructing, and replacing Forest Management Activity Structures; the use of mechanical equipment and/or with domestic animals; the application of herbicides, pesticides, fungicides, rodenticides and insecticides in connection with the foregoing activities and such forest management operations; clearing areas necessary for the construction of Forest Management Activity Structures.
14. **“Forest Management Activity Closure Zones”** shall have the meaning provided in Section 8.4.

15. **"Forest Management Activity Structures"** shall mean Structures and improvements on the Protected Property that the Grantor finds useful or necessary for conducting Forest Management Activities, including but not limited to, any and all roads, trails, bridges, and other road improvements; skid trails, borrow pits, log landings, gates, culverts, fences and similar improvements; boundary monumentation, directional and ownership signage; utilities; temporary facilities for storage of equipment and supplies; and portable or temporary equipment and structures designed for in-woods processing of Forest Products (including but not limited to, portable sawmills, maple sugaring equipment, wood splitters and generators). . For purposes of this definition, "temporary" shall mean that such Structures shall be moved or removed within six (6) months after installation.
16. **"Forest Management Plan"** shall mean a document that describes the planned Forest Management Activities on the Protected Property, prepared in accordance with and meeting the requirements of Section 8.2.
17. **"Forest Products"** shall mean all biological products derived or extracted from the forest on the Protected Property, including, without limitation, trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, shrubs, herbaceous vegetation, barks, limbs, branches, gum, sap, mushrooms.
18. **"Grantee"** shall be the Party identified as such in the preamble and such term shall include its successors and assigns. Any activity permitted hereunder by the Grantee may be undertaken on Grantee's behalf by its duly authorized agents, employees and contractors (provided, however, that enforcement rights of Grantee may not be delegated).
19. **"Grantee's Affirmative Rights"** shall have the meaning provided in Section 7.
20. **"Grantor"** shall be the Party identified as such in the preamble and such term shall include its successors and assigns. Any activity permitted hereunder by the Grantor may be undertaken on Grantor's behalf by its duly authorized agents, employees and contractors.
21. **"Grantor's Reserved Rights"** shall have the meaning provided in Section 8.
22. **"High-Grading"** shall mean the removal of the most commercially valuable trees (high-grade trees), often leaving a residual stand composed of trees of poor condition or species composition.
23. **"Market Value"** shall mean 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 ("USPAP") issued by the Appraisal Foundation or, if

applicable, a qualified appraisal in conformity with § 1.170A-13 of the Treasury Regulations.

24. **"Motorized Camping"** shall mean overnight camping in or near a vehicle when the vehicle is used for storage or transportation during the camping experience.
25. **"Motorized Recreational Vehicle"** shall mean: (i) a motorized off-highway vehicle which travels on three or more off-highway tires, and which has:
 - a. a maximum width of 50 inches and a maximum dry weight of 1,200 lbs, or
 - b. a width which exceeds 50 inches or a dry weight which exceeds 1,200 lbs;Or (ii) is an engine-driven vehicle, which is all of the following:
 - a. is designed to travel over snow or ice;
 - b. has an endless belt track or tracks;
 - c. is steered by a ski or skis; and
 - d. has an overall width of 48 inches or less
26. **"Motor Vehicle"** shall mean a Passenger Car or Truck, as the terms are defined in the Vehicle Code, 75 P.S. §§ 101-9901 et seq.
27. **"Natural State"** shall mean the approximate general condition of the Protected Property existing immediately prior to a breach of any term or condition of this Conservation Easement, giving due consideration to the impact of the normal effects of the passage of time; the results of natural forces such as wind, fire, earthquakes, landslides, lightning, floods, ice storms, or other acts of God; Forest Management Activities; and the recreational uses of the Protected Property.
28. **"Non-Native"** shall mean a species not historically known to be naturally occurring in Pennsylvania at the time of European colonization, or the species' natural range does not occur within the U.S. Forest Service's ECOMAP ecological regions located within Pennsylvania; or the species is a hybrid or cultivar.
29. **"Noticed Party"** shall have the meaning provided in Section 10.1.
30. **"Parties"** shall have the meaning provided in the Preamble.
31. **"Protected Property"** shall have the meaning provided in the second paragraph of the Recitals.

32. **"Public Access Infrastructure"** shall mean Structures, improvements, and other works necessary or convenient for public access and public recreational uses, including, but not limited to, the following: roads, trails, parking lots, boat launches, culverts, bridges, kiosks, signs, barriers, fences, gates, picnic tables, picnic areas, fire rings, pavilions, Motorized Camping sites, lean-tos, pavilions, or other similar recreational structures that are intended for shelter from weather conditions, sanitation facilities, outhouses and similar structures. Public Access Infrastructure shall not be used for housing.
33. **"Public Access Infrastructure Plan"** shall mean the document that describes the plans for installation and maintenance of Public Access Infrastructure on the Protected Property by the Grantee, prepared in accordance with and meeting the requirements of Sections 7.2.2 and 7.2.3.
34. **"Rules and Regulations"** shall have the meaning provided in Section 7.2(a).
35. **"SFRMP"** shall have the meaning provided in Section 7.2(a).
36. **"Structure"** or **"Structures"** shall be defined as broadly as possible, and shall include but not be limited to any building, facility, edifice, or man-made development of any kind or nature, whether of a permanent or temporary nature, including but not limited to: any residence, , tower, antenna, mobile home, dock, utilities, pavilion, fence, sign, billboard or other advertising material, outhouse and other sanitary facility, bunkhouse, lean-to, camp, cabin, roads, bridges, utilities or other man-made improvements.
37. **"Subdivision"** shall mean the transfer, conveyance or sale of a fee simple interest in a portion (i.e. less than the entire Protected Property described in Exhibit A) of the Protected Property into separate ownership from the balance of the Protected Property, but shall not mean the transfer or conveyance of an undivided interest in the Protected Property, or the grant of a mortgage or lease.
38. **"Timber Harvest"** and **"Timber Harvesting"** shall mean the cutting, harvesting, hauling and removal of Forest Products.
39. **"Utility Facilities"** shall mean facilities associated with communication, telephone, telegraph, cable television, electric, gas, water, sewer or other utility services and facilities, including gas pipelines, gathering lines for movement of gas from wells to transmission facilities, poles, lines, towers, anchors, substations, interconnection facilities and other Structures associated with such services and facilities.
40. **"Watercourses"** shall mean streams, rivers, creeks, and similar water features.
41. **"Waterbodies"** shall mean lakes, ponds, and similar water features.
42. **"Wetlands"** shall mean a surface depression that: (1) is inundated or saturated by surface water or groundwater for significant periods of time; (2) supports a prevalence

of vegetation typically adapted for life in saturated soil conditions; and (3) contains predominantly hydric soils.

EXHIBIT A

Legal Description

Those tracts or parcels of lands in Cameron County, Pennsylvania described on the pages attached hereto, which are incorporated herein by reference.

For the Grantor's source of title reference is hereby made to the following deeds:

- a. Special Warranty Timber Deed from HTWU REIT INC., successor by conversion to HT VII QRS TRUST ("HTWU") to Lyme Emporium Highlands II LLC, effective December 22, 2017, recorded January 24, 2018 in Cameron County as Instrument No. 201800060.
- b. Special Warranty Deed from HT VII TRS, Inc. to Lyme Emporium Highlands II LLC, effective December 22, 2017, recorded January 24, 2018 in Cameron County as Instrument No. 201800061.
- c. Special Warranty Deed from HTWU REIT INC. to Lyme Emporium Highlands II LLC, effective December 22, 2017, recorded January 24, 2018 in Cameron County, PA as Instrument No. 201800062.
- d. Special Warranty Deed from HTWU REIT, Inc. to Lyme Emporium Highlands II LLC, effective July 13, 2018, recorded July 16, 2018, in Cameron County, PA, in Book 249, Page 309.

PREMISES EIGHT

2-8, 1, 2, 3, 4, 5, 6, 7, 8 (B), 9, 10, 17, 19

No. 4 - ALL THAT CERTAIN tract of land situate in Shippen Township aforesaid, being the west and southwest parts of Warrant No. 5858, J. B. Smith, Warrantee, beginning at a Maple corner, being the northwest corner of Warrant No. 5858, thence running east by the south line of Warrant No. 5854, 106 rods to a corner, thence south by line marked lands of W. P. Whiting, 160 rods to a corner, thence east by line of Whiting's land, 106 rods to a corner; thence south by line of said Whiting's land, 160 rods to the north line of Warrant No. 5979, thence west along the north line of Warrant No. 5979, 212 rods to the southwest corner of Warrant No. 5858 aforesaid; thence north by the east line of Warrant No. 4981, 320 rods to the place of beginning. Containing 318 acres more or less.

No. 9 - INTENTIONALLY DELETED

No. 10 - ALL THAT CERTAIN tract of land situate in Lumber Township aforesaid, George Apsey, Warrantee, beginning at a White Pine on the south line of Warrant No. 5485 where the old line of Clinton County crosses the same; thence east along said line, 218 rods to a Chestnut; thence by line of the Stephen Collins Warrant, south 50 degrees west 282 rods to a post; thence by surveyed lands along the old County line, north 183 rods to the place of beginning. Containing 124.6 acres more or less.

No. 17 - AND ALSO, all the right, title and interest of the Grantors in Deed Book 66 page 17 in and to all that certain tract of land situate in Lumber Township within Warrant No. 5947 known as "Oak Hill Farm" containing 225 acres more or less, which, with Tracts numbered 8 and 13 herein, comprise the whole of said Warrant No. 5947.

PREMISES TWELVE 2-12-1

ALL THAT CERTAIN piece, parcel or lot of land, situate, lying and being in the Township of Shippen, County of Cameron and Commonwealth of Pennsylvania, being the eastern end of a certain tract of land known and designated on the general map or draft of said County as Warrant or Tract No. 4966, and bounded and described as follows, to wit:

BEGINNING at a post and stone corner on the north line of Warrant No. 4966, said corner being the northeast corner of the G. L. Specht allotment, thence along the north line of the Warrant, east 344.34 rods to a hemlock stump, being the original northeast corner of the Warrant; thence along the east line of Warrant 4966, south 320 rods to a post and stone corner, being the southeast corner of the warrant; thence along the south line of Warrant No. 4966, west 344.34 rods to a post and stone corner, being the southeast corner of the John R. Buckwalter allotment; thence along the east line of the Buckwalter lot and the east line of the Specht lot, 320 rods to the place of beginning. CONTAINING 688.69 acres, more or less.

EXCEPTING THEREOUT AND THEREFROM the following described premises:

Cameron #5 Tract

ALL THAT CERTAIN piece or parcel of land situate and being in the Township of Gibson, County of Cameron, Commonwealth of Pennsylvania, as shown on a plan of survey prepared by Penn-York Surveying (#2772) and being more particularly described as follows, to wit:

BEGINNING at a point in the centerline of Township Route 302, said point being on the southwest line of the lands of N/F Whiting, thence departing said Route along the lands N/F Whiting South 47 degrees 7 minutes 53 seconds East 78.03 feet to a corner found; thence in part along the lands of N/F Whiting and N/F McCollam North 51 degrees 44 minutes 8 seconds East 1,095.00 feet to a corner found; thence along the lands of N/F Johnson South 1 degree 11 minutes 9 seconds East 1,923.50 feet to a corner found; thence along the lands of N/F Haenesler South 88 degrees 46 minutes 51 seconds West 1,845.08 feet to a point in the centerline of Township Route 302; Thence along the centerline of said Township Route 302 the following courses and distances:

- | | | |
|----|---|-------------|
| 1. | North 18 degrees 11 minutes 10 seconds East | 133.00 feet |
| 2. | North 27 degrees 56 minutes 17 seconds East | 198.13 feet |
| 3. | North 30 degrees 17 minutes 14 seconds East | 266.65 feet |
| 4. | North 33 degrees 22 minutes 19 seconds East | 300.43 feet |
| 5. | North 38 degrees 59 minutes 41 seconds East | 300.58 feet |
| 6. | North 45 degrees 06 minutes 10 seconds East | 314.42 feet |

to the point of Beginning, containing 49.72 acres, more or less

PREMISES EIGHT
1,2,3,5,6,7,8 (B) and 19

ALL THOSE CERTAIN tracts, and parts of tracts of land, situate and being Lumber and Shippen Townships, in the County of Cameron, Commonwealth of Pennsylvania, bounded and described as follows:

No. 1- ALL THAT CERTAIN tract of land situate in Shippen Township aforesaid, known as Warrant No. 5979, Nicklin & Griffith, et al, Warrantees, beginning at a Birch corner, being the northwest corner of the aforesaid Warrant No. 5979, running thence East 583 rods to a Sugar corner; thence south along the east line of Warrant No. 5947, 320 rods to a White Oak corner; thence along the east line of Warrant No. 4986, north 320 rods to the place of beginning. Containing 1166 acres more or less.

No. 2- ALL THAT CERTAIN tract of land situate in Shippen Township aforesaid, known as Warrant No. 5854, J.B. Smith, Warrantee, beginning at a corner, being the northwest corner of said Warrant No. 5854; thence running east by the south line of Warrant No. 4966, W. Willink, Warrantee, 524.7 rods to a Hemlock corner; thence south along the west line of Warrant No. 5869, 320 rods to a Hemlock corner; thence west by the north line of Warrant No. 5858, 524.7 rods to a Maple corner; thence north to the east line of Warrant No. 4970, 320 rods to the place of beginning. Containing 1049.4 acres more or less.

No. 3- ALL THAT CERTAIN tract of land situate in Shippen Township aforesaid, known as Warrant No. 5869, J.B. Smith, Warrantee, beginning at a Hemlock corner, being the northeast corner of Warrant No. 5854, thence running east along the south line of Warrant No. 5865, 524.7 rods to a White Oak corner; thence south by the west line of warrant No. 5464, 320 rods to a White Oak corner; thence west along the north line of Warrant No. 5856, 524.7 rods to a Hemlock corner; thence north by the east line of Warrant No. 5854, 320 rods to the place of beginning. Containing 1049.4 acres more or less.

a. EXCEPTING AND RESERVING THEREFROM HOWEVER, the following described premises:

BEGINNING at a stake and stone corner, which is located a calculated distance of 140 rods and calculated bearing of south 26 degrees west from the northeast corner of Warrant 5869, said Township and being the northeast corner of the herein described tract; thence by magnetic bearings of September, 1965, north 62 degrees west, 120.0 rods to a stake and stone corner; thence south 28 degrees west, 53.3 rods to a stake and stone corner; thence south 62 degrees east, 120.0 rods to a stake and stone corner; thence north 28 degrees east, 53.3 rods to a stake and stone corner, the place of beginning. Containing 40 acres, be the same more or less.

ALSO EXPECTING AND RESERVING, a right of way across premises conveyed for ingress and egress to and from the premises reserved.

b. ALSO EXCEPTING AND RESERVING THEREFROM HOWEVER, the following

described premises:

BEGINNING at a point, a stake corner which is located north 62 degrees west, a distance of 3.4 rods from the northwest corner of the 40 acre exception; thence by magnetic bearings of September, 1965, north 74 degrees west, 80.25 rods to a stake corner; thence north 16 degrees east, 32.6 rods to a stake corner; thence south 74 degrees east 98.0 rods, more or less to the center of stream down May Hollow; thence southerly along same, 32.6 rods more or less to a point in said center line; thence north 74 degrees west, 17.75 rods to stake corner, the place of beginning. Containing 20 acres, be the same more or less.

RESERVING ALSO to grantors, their heirs and assigns, the right of way 12 feet in width, leading northerly from the northwest corner of pond to the spring run, and right of ingress, egress and regress, for maintenance of pipe line now buried there.

RESERVING ALSO to grantors, their heirs and assigns, the right of way 2 rods in width from the northwest corner of the 40 acre exception in a direction of north 62 degrees west, a distance of 304 rods to the southerly bound of the 20 acre exception.

No. 5- ALL THAT CERTAIN track of land situate in Shippen Township aforesaid, being northern half of Warrant No. 5981, Nicklin & Griffith, et al, Warrantees, beginning at the northwest corner of Warrant No. 5981; thence running east by south line of Warrant No. 5979, 583 rods to a White Oak corner; thence south by west line of Warrant No. 5947, 160 rods to a corner on the Elk County line; thence west by said Elk County line, 583 rods to the east line of Warrant No. 4997; thence north by east line of Warrant No. 4997, 160 rods to the place of beginning. Containing 583 acres more or less.

No. 6- ALL THAT CERTAIN tract of land situate in Shippen Township aforesaid, being the southern part of Warrant No. 5865, J.B. Smith, Warrantee, beginning at a hemlock corner, being the southwest corner of Warrant No. 5865; thence north by the east line of Warrant No. 4966 (W. Willink, et al, Warrantees) about 71 rods to a post on the south line of lands now or late of H.L. Simpson, et al, east 524.7 rods to the west line of Warrant No. 5463; thence south along said line of Warrant No. 5463, about 71 rods to the southeast corner of Warrant No. 5864; thence west along the north line of Warrant No. 5869, 524.7 rods more or less to the place of beginning. Containing 232 acres more or less.

No. 7-ALL THAT CERTAIN tract of land situate in Lumber Township aforesaid, being the western part of Warrant No. 5465, George Mead, Warrantee, beginning at a White Oak corner, being the northwest corner of Warrant No. 5465; thence running east by the south line of Warrant No. 5464, 250 rods to a corner of lands sold to Samuel and William Smith; thence south by line of said lands, 200 rods to a post; thence east by line of said Smith's land, 80 rods to a post in old line of Clinton County, which line divided said Warrant No. 5465; thence south along said old line of Clinton County, 120 rods to a post in the south line of Warrant No. 5465; thence west along said south line, 330 rods to a Hemlock corner; thence north by the east line of Warrant No. 5856, 320 rods to the place of beginning. Containing 555 acres more or less after excluding a reservation of "about 5 acres on the Run Flats next to the south line of improved land now

occupied by Peter Dayton'' as stated in the deed of John Brooks and wife to Ario Pardec, dated December 21, 1874 and recorded in the office for the recording of deeds in Cameron County in Deed Book Vol. D page 505.

No. 8 (part)— A PORTION OF THE FOLLOWING DESCRIBED LANDS, containing 501 acres, more or less, being all of the follow described lands, save and except 135 acres, more or less, lying east of a line running from Point A, south approximately 135 rods, to Point B, said points being set forth in the description below:

ALL THAT CERTAIN tract of land situate in Lumber Township aforesaid, being warrant No. 5947 (excepting tracts designated as Nos. 13 and 17) beginning at a Sugar corner, being the northwest corner of said Warrant No. 5947, Nicklin & Griffith, et al, Warrantees; thence running east by the south line of Warrant No. 5856, 291.5 rods to a Hemlock corner, being the northeast corner of said Warrant No. 5947; thence south along the east line of the said Warrant No. 5947, about 120 rods to a post on the Oak Hill Road; thence north 81 degrees west 63 rods to improved lands known as the Oak Hill Farm; thence by said improved lands, south 81 degrees, west 37 rods; thence south 66 degrees, west 67.5 rods to a post by marked trees; thence by line marked on the ground, south 225 rods to a maple corner(said maple corner being Point A); thence east by marked line, 160 rods to a Rock Oak corner on the east line of said Warrant No. 5947; thence south along the said east line, about 135 rods to the line of Gibson Township, which divides said Warrant No. 5947; thence west by said Township line, 160 rods to a point(said point being Point B), thence continuing west by said Township line, 131.5 rods (for a total distance of 291.5 rods) to the east line of Warrant No. 5981; thence by said east line and also by east line of Warrant No. 5979, 480 rods to the place of beginning. Containing 636 acres more or less.

No. 19- ALL THAT CERTAIN tract of land situation in Shippen Township aforesaid, being all of Warrant No. 5858 not included in tract No. 4 herein, beginning at a point in the north line of Warrant No. 5858, 106 rods east of the north west corner of said Warrant No. 5858; thence running east along the north line of Warrant No. 5858, 418.7 rods to the northeast corner of said Warrant No. 5858; thence south along the east line of Warrant No. 5858, which is also the west line of Warrant No. 5856 and the boundary between Shippen and Lumber Townships, 320 rods to the north line of Warrant No. 5979; thence west along said north line of Warrant No. 5979, 312.7 rods to the southeast corner of Tract No. 4 herein; thence north along the line of said tract No 4, 160 rods to a corner; thence west still along said Tract No. 4, 160 rods to the place of beginning. Containing 731.4 acres more or less.

BEING Premises Eight, Parcels 1, 2, 3, 5, 6, 7, 8 (B) and 19 of that deed conveyed to HT VII QRS Trust by Allegheny Partners, L.P. said deed being dated October 31, 2005 and recorded November 4, 2005 in Book Volume 176 at page 384, et seq., land records of Cameron County.

PREMISES NINE:

ALL THOSE TWO CERTAIN pieces, parcels, or lots of land, situate, lying and being in the Township of Shippen, County of Cameron and Commonwealth of Pennsylvania, bounded and described as follows:

PARCEL NO. I-BEGINNING at a stake and stone corner, which is located a calculated distance of 140 rods and calculated bearing of South 26 degrees West from the northeast corner of Warrant No. 5869, said Township, and being the northeast corner of the herein described tract; thence by magnetic bearings of September, 1965, North 62 degrees West, 120 rods to a stake and stone corner; thence South 28 degrees West 53.3 rods to a stake and stone corner; thence South 62 degrees East 120 rods to a stake and stone corner; thence North 28 degrees East 53.3 rods to a stake and stone corner, the place of beginning. Containing 40 acres, more or less.

PARCEL NO. II- BEGINNING at a point, a stake corner which is located North 62 degrees West, a distance of 3.4 rods from the northwest corner of the above described 40 acre parcel; thence by magnetic bearings of September, 1965, North 74 degrees West, 80.25 rods to a stake corner; thence North 16 degrees East, 32.6 rods to a stake corner; thence South 74 degrees East 98 rods, more or less, to the center of stream down May Hollow; thence southerly along the same, 32.6 rods, more or less, to a point in said center line; thence North 74 degrees West, 17.75 rods to a stake corner, the place of beginning. Containing 20 acres, be the same, more or less.

BEING Premises Nine of that deed conveyed to HT VII QRS Trust by Allegheny Partners, L.P. said deed being dated October 31, 2005 and recorded November 4, 2005 in Book Volume 176 at page 384, et seq., land records of Cameron County.

PREMISES TEN

ALL THAT CERTAIN piece, parcel and lot of land, situate, lying and being in the Township of Shippen, County of Cameron and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pipe, the northeast corner of a 99.001 acres tract of land obtained by the County of Cameron through Eminent Domain Proceedings, Divil Division No. 27 May Term, 1972, and recorded in Cameron County Deed Book 80 page 111, said iron pipe being located in the east line of Warrant No. 5865, also being the west line of Warrant No. 5463; thence south along said Warrant line 1,024.83 feet to an iron pipe, the southeast corner of Warrant No. 5865, also being a common corner with Warrants No. 5463, 5869, and Warrant No. 5865, 1,279.05 feet to an iron pin located in the north line of the aforementioned County of Cameron lands; thence south 88 degrees 56 minutes 32 seconds east 236.50 feet to an iron pipe, the place of beginning. CONTAINING 6.9314 acres, more or less.

ALSO GRANTING AND CONVEYING unto the grantee herein, its successor and assigns, a 26 foot wide right of way or easement over premises owned by former grantor located to the north of the above described premises, a portion of which is an existing access road to said premises located to the north of the above described premises, and the remainder of which shall be located as grantee may determine, and as a means of ingress, egress and regress over said lands of former grantor to and from the above described premises. Said right of way or easement, as it traverses lands of former grantor, shall be used with grantor and enjoyment is hereby excepted and reserved by former grantor.

BEING Premises Ten of that deed conveyed to HT VII QRS Trust by Allegheny Partners, L.P. said deed being dated October 31, 2005 and recorded November 4, 2005 in Book Volume 176 at page 384, et seq., land records of Cameron County.

PREMISES ELEVEN

ALL THAT CERTAIN piece, parcel or tract of land situate, lying and being in Warrant No. 5856, in the Township of Lumber, Cameron County, Pennsylvania, bounded and described as follows:

BEGINNING at a marble stone planted in the stump of a hemlock tree, being a common corner for this tract and Warrants No. 5869, 5854, and 5858; thence by Warrant No. 5858 South 5 degrees and 5 minutes West 79 chains and 72 links (5256.52 feet) to a marble stone planted where a hemlock tree formerly stood; thence by Warrants No. 5979, 5947, and other land (marked vacant on the general map of Cameron County) South 84 degrees 30 minutes East 131 chains and 17.5 links (8657.55 feet) to a marble stone planted where a white oak tree formerly stood; thence by Warrant No. 5465 North 5 degrees and 25 minutes East 79 chains and 73 links (5262.18 feet) to a marble stone planted where a white oak tree formerly stood, being a common corner for this tract and Warrants No. 5465, 5464, and 5869; thence by Warrant No. 5869 North 84 degrees and 30 minutes West 131 chains and 64 links (8688.24 feet) to the place of beginning.

CONTAINING 1047 acres, 103.25 perches, neat measure, more or less, according to survey of John M. Miller, Esq., Landisville, PA December, 1903.

EXCEPTING therefrom a parcel of land conveyed by George D. Jones, et ux, to Portable Rod and Gun Club, by deed dated 4/6/1937, and recorded in Cameron County, PA, in Deed Book Vol. 36 page 428 and subject to the exclusive hunting and fishing rights granted to the Portable Rod and Gun Club and more specifically set forth in deed from George D. Jones, et ux, to Portable Rod and Gun Club, dated 4/6/1937 recorded in Cameron County PA in Deed Book 36 page 428.

ALSO ALL THAT CERTAIN piece, parcel or tract of land situate lying and being in Warrant No. 5464, in the Township of Shippen, Cameron County, Pennsylvania bounded and described as follows:

BEGINNING at a marble stone, a corner of land of Theodore Marshall and the remaining part of Warrant No. 5464 (not hereby conveyed); thence North 84 degrees and 5 minutes West 94 chains and 27 links (6221.82 feet) to a marble stone planted where a White Oak tree formerly stood, being a common corner for this tract and Warrants No. 5465, 5856 herein conveyed, and No. 5869, North 5 degrees and 50 minutes East 79 chains and 23.5 links (5229.51 feet) to a marble stone planted where a white oak tree formerly stood; thence by Warrant No. 5463 South 84 degrees and 10 minutes East 93 chains and 12 links (6145.92 feet) to a marble stone; thence by remaining part of Warrant No. 5465, South 5 degrees West 79 chains and 38.5 links (5239.41 feet) to the place of beginning.

CONTAINING 743 acres and 5 perches of land, more or less, neat measure, according to the survey of John M. Miller, Esq., of Landsville, PA, December 1903.

BEING Premises Eleven of that deed conveyed to HT VII QRS Trust by Allegheny Partners, L.P. said deed being dated October 31, 2005 and recorded November 4, 2005 in Book Volume 176 at page 384, et seq., land records of Cameron County.

PREMISES EIGHT

2-11 portion

That portion of the following described property lying north of Sterling Run:

ALL THAT CERTAIN tract of land situate in Lumber Township aforesaid, John Brooks, Warrantee, beginning at an Ironwood; thence running north 76.5 degrees west by a part of "Collins Survey" 16.5 rods to a Ash; thence north 52 degrees, west 80 rods to a Maple; thence north 66.5 degrees west by land now or late of John Sumerson, 215 rods to a stone heap; thence north, crossing Sterling Run, 146 rods to a Hemlock; thence east 137 rods to a Chestnut; thence south 37 degrees, east 240 rods to a corner; thence north by land now or late of George Apsley, 174 rods to a post; thence west along the south line of Warrant No. 5465, 306 rods to a post; thence south by land now or late of A. V. Parsons recrossing said Sterling Rung, 338 rods to a post by a Chestnut and a Pine; thence east by the north line of Warrant No. 5466, 306 rods to a Maple; thence north 56 rods to the place of beginning, excepting thereout 16 acres reserved in the deed of John Brooks and wife to Ario Pardec, above referred to, and containing, after excluding the above reservation, 349.8 acres, more or less.

BEING a portion of the property conveyed to JOHN HANCOCK LIFE & HEALTH INSURANCE COMPANY, a Massachusetts corporation, as to an undivided 2% interest, formerly known as Manulife Insurance Company, and JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, as to an undivided 98% interest, successor by merger to JOHN HANCOCK VARIABLE LIFE INSURANCE COMPANY and JOHN HANCOCK LIFE INSURANCE COMPANY by Special Warranty Deed dated as of October 31, 2005, recorded in the Cameron County Office of the Register and Recorder in Book 176, Page 407.

Premises Eight, No. 9

That portion of the property described below located north of the continuous creek channel known as Finley Run and Sterling Run;

All that certain tract of land situate in Lumber Township aforesaid (formerly Shippen Township, McKean County, patented to Anson V. Parsons), beginning at a Hemlock, thence by land now or late of Morehead & Devling or John Brooks, Warrantee, south 480 rods to the north line of Gibson Township; thence west by said Township line 212 rods to the east line of Warrant No. 5947, thence north by the said east line, 480 rods to the south line of Warrant No. 5856, thence east by said south line of Warrant No. 5856, 212 rods to the place of beginning, excepting thereout 51.5 acres, more particularly described in the deed of John Brooks and wife, to Ario Pardee, referred to in connection with the description in tract No. 7 herein and containing, after deducting the said exception, 584.5 acres more or less.

BEING a portion of the property conveyed to HT VII QRS TRUST by Special Warranty Deed dated as of October 31, 2005, recorded in the Cameron County Office of the Register and Recorded in Book 176, Page 384.

LIST OF TAX PARCELS

County	Township	Tax Parcel
Cameron	Lumber	5-22-0-004-000-CG-000
Cameron	Lumber	5-22-0-006-000-CG-000
Cameron	Lumber	5-22-0-006-001-CG-000
Cameron	Lumber	5-22-0-033-000-CG-000
Cameron	Lumber	5-22-0-061-000-CG-000
Cameron	Shippen	7-14-0-084-000-CG-000
Cameron	Shippen	7-15-0-001-001-CG-000
Cameron	Shippen	7-21-0-002-000-CG-000
Cameron	Shippen	7-21-0-004-000-CG-000
Cameron	Shippen	7-21-0-008-000-CG-000
Cameron	Shippen	7-21-0-010-000-CG-000
Cameron	Shippen	7-21-0-032-002-CG-000
Cameron	Shippen	7-22-0-001-000-CG-000
Cameron	Shippen	7-22-0-002-000-CG-000
Cameron	Shippen	7-22-0-020-000-CG-000
Cameron	Shippen	7-22-0-025-000-CG-000
Cameron	Shippen	7-22-0-031-000-CG-000

Exhibit A-1: Sterling Run Conservation Easement - 9,152 acres
Cameron County, Pennsylvania

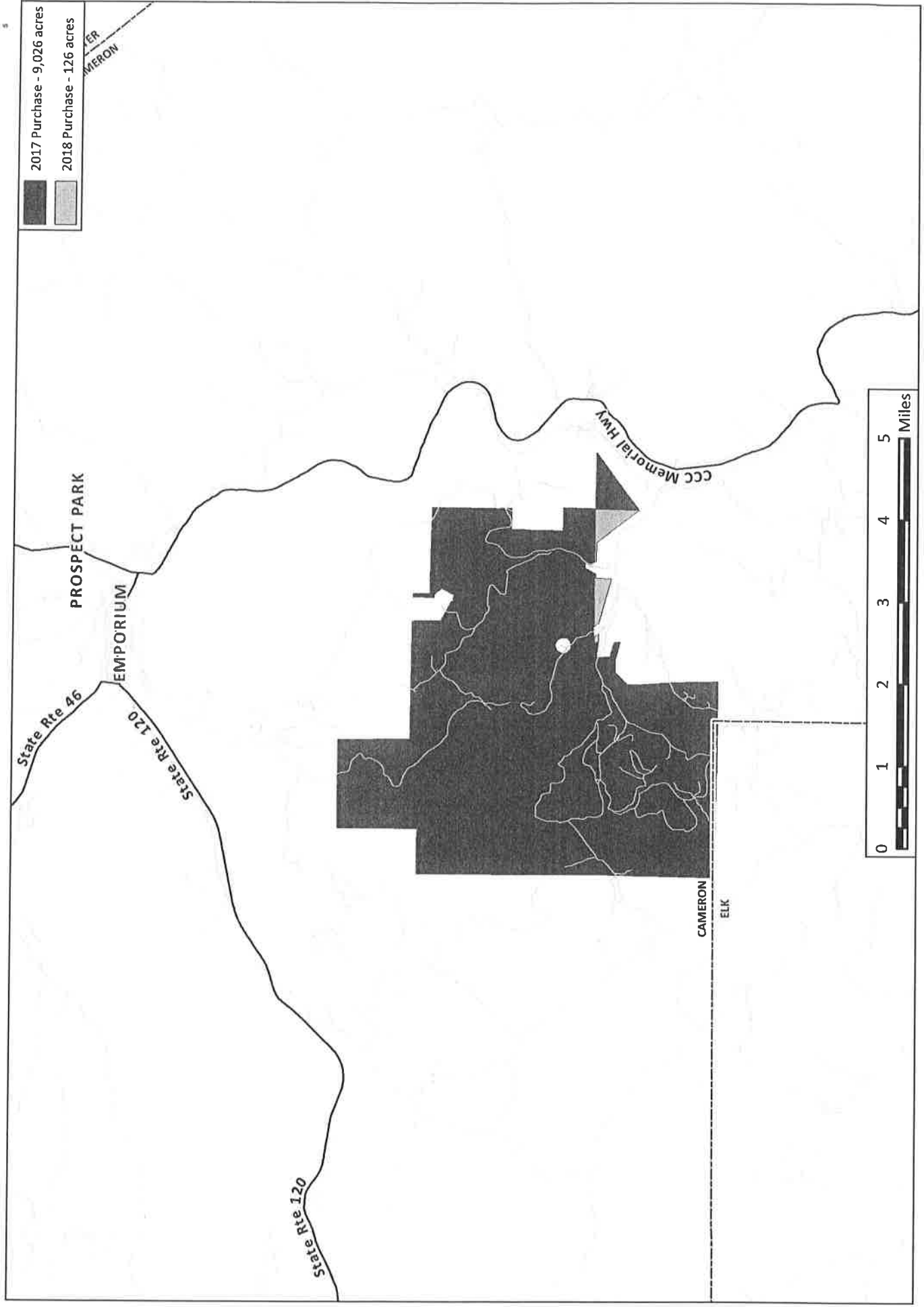


EXHIBIT B

Exceptions to the Following Matters:

- (a) Restrictions on the ability to build upon or use the Protected Property imposed by any current or future development standards, building or zoning ordinances or any other Law;
- (b) To the extent a tract included in the Protected Property is bounded or traversed by a river, stream, branch, lake or other water source:
 - (i) the rights, if any, of upper and lower riparian owners and the rights of others to navigate such river or stream;
 - (ii) the right, if any, of neighboring riparian owners and the public or others to use any public waters, and the right, if any, of the public to use the beaches or shores for recreational purposes or to gain access thereto;
 - (iii) any claim of lack of title to the Protected Property formerly or presently comprising the shores or bottomland of navigable waters or as a result of the change in the boundary due to accretion or avulsion;
 - (iv) any portion of the Protected Property which is sovereignty lands or any other land that may lie within the bounds of navigable rivers as established by Law;
- (c) To the extent any portion of the Protected Property is bounded or traversed by a public road or maintained right of way in which persons other than the Grantor have rights, the rights of others, if any (whether owned in fee or by easement), in and to any portion of the Protected Property that lies within such road or maintained right of way;
- (d) Railroad tracks and related facilities, if any (whether owned in fee or by easement), and related railroad easements or rights of way, if any, traversing the Protected Property and the rights of railroad companies to any tracks, siding, ties and rails associated therewith;
- (e) Any restriction on the use of the Protected Property due to environmental laws or recorded conservation easements;
- (f) The regulations, terms and conditions of the Clean and Green Program for any portion of the Protected Property located in Pennsylvania that are enrolled in such program
- (g) Any state of facts which would be disclosed by an accurate survey and personal inspection of the Protected Property;

(h) All oil, gas and other minerals or other substances of any kind or character as may have been previously reserved by or conveyed to others of record and any leases concerning any of such oil, gas, other minerals or other substances in, on or under the Protected Property;

(i) Rights, if any, relating to the use, construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under, above or across the Protected Property;

(j) All matters identified in the two Exhibits B-1, each attached hereto and incorporated hereby by reference.

EXHIBIT B-1

AS TO ALL PREMISES:

1. ~~Possible rollback taxes and other damages in event of a breach of conditions of preferential assessment (Clean and Green).~~
2. Rights of ingress and egress to provide access to lands reserved by International Paper Company, rights of ingress and egress and use of the surface and water for the purpose of exploring, drilling, mining, developing, producing, removing, transporting and owning materials reserved by International Paper Company, all as set out on Deed from International Paper Company to I P Timberland Operating Company, Ltd., dated 04/30/1987, recorded 03/08/1990 in Record Book 75 Page 335
3. Mineral Rights Deed by and between Allegheny Partners, L.P. and HT VII TRS Inc. as set forth in Record Book 176 Page 347.
4. Rights and privileges as set forth in Record Book 176 Page 384.

AS TO PREMISES EIGHT:

5. Exceptions, reservations and rights of way as set forth in Deed Book 66 Page 470.
6. Exceptions and reservations of rights of way as set forth in Deed Book D Page 505.
7. Reservations and exceptions of right of way for water pipes as set forth in Deed Book F Page 385.
8. Right of Way by and between A. Pardee and J.B. Barlour as set forth in Deed Book F Page 170.
9. Road Right of Way Agreement as set forth in Misc. Docket I Page 362.
10. Road Right of Way Agreement as set forth in Misc. Docket I Page 486.
11. Terms and conditions of Lease to Godfrey L. Cabot, Inc. as evidenced by an Agreement thereof recorded in Misc. Docket L Page 137; extended by Agreement recorded in Misc. Docket L Page 267.
12. Reservation and exception of water tanks and water pipes and right of ingress and egress for the purpose of drilling, exploring and operating for oil and gas as set forth in Deed Book 46 Page 352.
13. Exception and reservation of oil, gas, and mineral rights and restrictions as set forth in Deed Book 38 Page 290.
14. Right of way for U.S. Route 120, restriction prohibiting the manufacture of explosives and other rights as set forth in Deed Book 46 Page 363.
15. Road Right of Way as set forth in Deed Book 51 Page 342.

16. Rights granted to New York State Natural Gas Corporation as set forth in Misc. Docket W Page 166 and Misc. Docket W Page 169.
17. Road Right of Way as set forth in Misc. Docket L Page 495.
18. ~~Rights and privileges as set forth in Record Book 189 Page 46.~~
19. Memorandum of Agreement by and between HT VII TRS Inc. and EQT Production Company as set forth in Record Book 215 Page 750.
20. Memorandum of Temporary Easement by and between HT VII TRS Inc. and Endeavour Operating Corporation as set forth in Record Book 231 Page 194.
21. Grant of Temporary Easement by and between HT VII TRS Inc. and Samson Exploration, LLC as set forth in Record Book 232 Page 764.

AS TO PREMISES NINE:

22. Rights of the public to enter the waters or walk along the banks of (Upper) Driftwood Branch Sinnemahoning Creek for the purpose of fishing, as contained in an unrecorded Agreement between IP Timberland Operating Company, Ltd., and The Pennsylvania Fish & Boat Commission.
23. Exceptions and reservations of rights of way as set forth in Deed Book D Page 505.
24. Reservations and exceptions of right of way for water pipes as set forth in Deed Book F Page 385.
25. Right of Way by and between A. Pardee and J.B. Barlour as set forth in Deed Book F Page 170.
26. Road Right of Way Agreement as set forth in Misc. Docket I Page 362.
27. Road Right of Way Agreement as set forth in Misc. Docket I Page 486.
28. Terms and conditions of Lease to Godfrey L. Cabot, Inc. as evidenced by an Agreement thereof recorded in Misc. Docket L Page 137; extended by Agreement recorded in Misc. Docket L Page 267.
29. Reservation and exception of water tanks and water pipes and right of ingress and egress for the purpose of drilling, exploring and operating for oil and gas as set forth in Deed Book 46 Page 352.
30. Exception and reservation of oil, gas, and mineral rights and restrictions as set forth in Deed Book 38 Page 290.
31. Right of way for U.S. Route 120, restriction prohibiting the manufacture of explosives and other rights as set forth in Deed Book 46 Page 363.
32. Road Right of Way as set forth in Deed Book 51 Page 342.

33. Rights granted to New York State Natural Gas Corporation as set forth in Misc. Docket W Page 166 and Misc. Docket W Page 169.
34. Road Right of Way as set forth in Misc. Docket L Page 495.
35. ~~Rights and privileges as set forth in Record Book 189 Page 46.~~

AS TO PREMISES TEN:

36. Exceptions and reservations of rights of way as set forth in Deed Book D Page 505.
37. Reservations and exceptions of right of way for water pipes as set forth in Deed Book F Page 385.
38. Right of Way by and between A. Pardee and J.B. Barlour as set forth in Deed Book F Page 170.
39. Road Right of Way Agreement as set forth in Misc. Docket I Page 362.
40. Road Right of Way Agreement as set forth in Misc. Docket I Page 486.
41. Terms and conditions of Lease to Godfrey L. Cabot, Inc. as evidenced by an Agreement thereof recorded in Misc. Docket L Page 137; extended by Agreement recorded in Misc. Docket L Page 267.
42. Reservation and exception of water tanks and water pipes and right of ingress and egress for the purpose of drilling, exploring and operating for oil and gas as set forth in Deed Book 46 Page 352.
43. Exception and reservation of oil, gas, and mineral rights and restrictions as set forth in Deed Book 38 Page 290.
44. Right of way for U.S. Route 120, restriction prohibiting the manufacture of explosives and other rights as set forth in Deed Book 46 Page 363.
45. Road Right of Way as set forth in Deed Book 51 Page 342.
46. Rights granted to New York State Natural Gas Corporation as set forth in Misc. Docket W Page 166 and Misc. Docket W Page 169.
47. Road Right of Way as set forth in Misc. Docket L Page 495.
48. ~~Rights and privileges as set forth in Record Book 189 Page 46.~~

AS TO PREMISES ELEVEN:

49. Road Right of Way Agreement as set forth in Misc. Docket I Page 262.
50. Terms and conditions of an Agreement by and between Portable Rod and Gun Club, Inc. Hammermill Paper Company as set forth in Misc. Book 30 Page 436

51. Rights granted as set forth in Deed Book 36 Page 428, and Deed Book 40 page 160.
52. Conveyance, exception, and reservation as set forth in Deed Book 40 Page 257.
53. Grants of Rights of Way to the Sylvania Corporation and terms and conditions as set forth in Misc. Docket 29 Page 124.
54. ~~Rights and privileges as set forth in Record Book 189 Page 46.~~

TO THE EXTENT THEY AFFECT THE PREMISES:

55. Easement Agreement by and between Ronald G. Stojek, et ux. and Allegheny Partners, L.P. as set forth in Record Book 138 Page 523.
56. Contractual Consent of Landowner as set forth in Record Book 164 Page 665.
57. Memorandum of Coal Option and Agreement by and between Allegheny Partners, L.P. and Allegheny Enterprises, Inc. as set forth in Record Book 167 Page 652.
58. Declaration of Reciprocal Access Easements as set forth in Record Book 176 Page 333.

EXHIBIT B-1

- ~~12. Rights of the public to enter the waters or walk along the banks of (Upper) Driftwood Branch Sinnemahoning Creek for the purpose of fishing, as set forth in an unrecorded agreement by and between IP Timberlands Operating Company, Ltd., and The Pennsylvania Fish & Boat Commission.~~

AS TO PREMISES EIGHT:

13. Exceptions, reservations and rights of way as set forth in Deed Book 66 Page 470.
14. Exceptions and reservations of rights of way as set forth in Deed Book D Page 505.
15. Reservations and exceptions of right of way for water pipes as set forth in Deed Book F Page 385.
16. Right of Way by and between A. Pardee and J.B. Barlour as set forth in Deed Book F Page 170.
17. Road Right of Way Agreement as set forth in Misc. Docket I Page 362.
18. Road Right of Way Agreement as set forth in Misc. Docket I Page 486.
19. Terms and conditions of Lease to Godfrey L. Cabot, Inc. as evidenced by an Agreement thereof recorded in Misc. Docket L Page 137; extended by Agreement recorded in Misc. Docket L Page 267.
20. Reservation and exception of water tanks and water pipes and right of ingress and egress for the purpose of drilling, exploring and operating for oil and gas as set forth in Deed Book 46 Page 352.
21. Exception and reservation of oil, gas, and mineral rights and restrictions as set forth in Deed Book 38 Page 290.
22. Right of way for U.S. Route 120, restriction prohibiting the manufacture of explosives and other rights as set forth in Deed Book 46 Page 363.
23. Road Right of Way as set forth in Deed Book 51 Page 342.
24. Rights granted to New York State Natural Gas Corporation as set forth in Misc. Docket W Page 166 and Misc. Docket W Page 169.
25. Road Right of Way as set forth in Misc. Docket L Page 495.
26. ~~Rights and privileges as set forth in Record Book 189 Page 46.~~
27. Memorandum of Agreement by and between HT VII TRS Inc. and EQT Production Company as set forth in Record Book 215 Page 750.
28. Memorandum of Temporary Easement by and between HT VII TRS Inc. and Endeavour Operating Corporation as set forth in Record Book 231 Page 194.

29. Grant of Temporary Easement by and between HT VII TRS Inc. and Samson Exploration, LLC as set forth in Record Book 232 Page 764.

AS TO PREMISES TWELVE:

30. Exceptions and reservation of rights of ingress and egress for the purpose of exploration for, taking, transmitting and removing oil gas and minerals and all rights and conditions thereto and therein as set forth in Deed Book 50 Page 321.
31. Road Right of Way Agreement as set forth in Record Book 27 Page 203.
32. ~~Rights and privileges as set forth in Record Book 189 Page 46.~~
33. Contractual Consent of Landowner (Coal) by and between Hancock Timberlands VII, QRS Trust c/o Hancock Forest Management and Allegheny Enterprises, Inc. as set forth in Record Book 178 Page 366.
34. Grant of Easement (Pipeline) by and between HT VII QRS Trust and Allegheny Enterprises, Inc. as set forth in Record Book 204 Page 516.
35. Memorandum of Agreement by and between HT VII QRS Trust and Endeavour Operating Corporation as set forth in Record Book 226 Page 281.
36. Memorandum of Temporary Easement (Pipeline) by and between HT VII QRS Inc. and Endeavour Operating Corporation as set forth in Record Book 231 Page 213.
37. Grant of Temporary Easement (Pipeline) by and between HT VII QRS Trust and Samson Exploration, LLC as set forth in Record Book 232 Page 737.

TO THE EXTENT THEY AFFECT THE PREMISES:

38. Easement Agreement by and between Ronald G. Stojek, et ux. and Allegheny Partners, L.P. as set forth in Record Book 138 Page 523.
39. Contractual Consent of Landowner as set forth in Record Book 164 Page 665.
40. Memorandum of Coal Option and Agreement by and between Allegheny Partners, L.P. and Allegheny Enterprises, Inc. as set forth in Record Book 167 Page 652.
41. Declaration of Reciprocal Access Easements as set forth in Record Book 176 Page 333.

AS TO PREMISES EIGHT, 2-11 PORTION, AND PREMISES EIGHT, NO. 9:

42. All matters of record.

RULES AND REGULATIONS
TITLE 17. PENNSYLVANIA CODE, PART I. DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
Subpart C. STATE FORESTS

CHAPTER 21. GENERAL PROVISIONS

§ 21.101. Definitions.

The following words and terms, when used in this chapter, have the following meanings, unless the context clearly indicates otherwise:

Act—The Conservation and Natural Resources Act (71 P.S. §§ 1340.101—1340.1103).

All-terrain vehicle—The term as defined in section 7702 of the Vehicle Code (relating to definitions).

Commercial activity—An activity in which a person directly or indirectly accepts consideration of value as compensation for the provision of goods or services, including transportation.

Crimes Code—Title 18 *Pennsylvania Consolidated Statutes*.

Department—

(i) The Department of Conservation and Natural Resources of the Commonwealth.

(ii) The term includes authorized officials of the Department.

Fish and Boat Code—Title 30 *Pennsylvania Consolidated Statutes*.

Game and Wildlife Code—Title 34 *Pennsylvania Consolidated Statutes*.

Motor vehicle—

(i) The term as defined in section 102 of the Vehicle Code (relating to definitions).

(ii) The term does not include a snowmobile or all-terrain vehicle as defined in section 7702 of the Vehicle Code.

Motorized off-road vehicle—

(i) A motorized recreational vehicle designed for either off-road use or for both off-road and road use.

(ii) The term does not include a snowmobile or all-terrain vehicle.

Permission of the Department or permitted by the Department—Approval obtained from the Department, including a district forester or designee.

Permit—Written approval obtained from the Department, including a district forester or designee, on a form prescribed by the Department.

Person—A corporation, company, club, firm, association, society, partnership, joint stock company, governmental agency or individual.

Picnic area—An area in a State forest designated by the Department as a State forest picnic area.

Snowmobile—The term as defined in section 7702 of the Vehicle Code.

State forest—An area under the jurisdiction of the Department acquired or administered as a State forest under section 302 of the act (71 P.S. § 1340.302).

Vehicle—The term as defined in section 102 of the Vehicle Code.

Vehicle Code—Title 75 *Pennsylvania Consolidated Statutes*.

Watercraft—The term as defined in section 102 of the Fish and Boat Code (relating to definitions).

§ 21.102. Scope.

This chapter applies to State forests.

§ 21.103. Trespass.

(a) A person who violates this chapter or disregards instructions or warnings given by a State forest officer or Department-commissioned officer or interferes in the performance of the duties of a State forest officer or Department-commissioned officer may be ordered to leave a State forest.

(b) A person who refuses to leave a State forest after receiving an order to leave from a State forest officer or Department-commissioned officer commits an act of criminal trespass under section 3503(b) of the Crimes Code (relating to criminal trespass).

§ 21.104. Closure.

(a) *Closings and restrictions.* The Department may close a State forest, portion of a State forest or State forest facility, or may restrict it to certain uses or activities.

(b) *Prohibited activities.* The Department may prohibit certain uses or activities in a State forest, portion of a State forest or State forest facility.

(c) *Informing the public.* The public will be informed of the closure, restriction or prohibition under subsection (a) or (b) by any form of communication, including this chapter or posting, or by fencing, barricade, gate, or other structure or device manifestly designed to exclude the public.

(d) *Prohibitions.*

(1) Entering, using or remaining in a State forest, area or facility that is not open to the public or that has been closed under this section is prohibited, unless permitted by the Department.

(2) Using, or engaging in activities in, a State forest, area or facility in violation of a restriction or prohibition under subsection (a) or (b) is prohibited, unless permitted by the Department.

§ 21.105. Property left in a State forest.

(a) Leaving personal property in a State forest for more than 24 hours without written permission of the Department is prohibited, unless permitted under § 21.120 (relating to ground blinds and tree stands).

(b) The following personal property may be moved or removed by the Department, placed in storage and is subject to disposal in accordance with law:

(1) Personal property that has been left in a State forest for more than 24 hours without written permission of the Department as required in subsection (a).

(2) Personal property that impedes public access or navigation.

(3) Vehicles or other personal property parked in violation of § 21.111 (relating to parking).

(c) Personal property that is in storage under this section will be released from storage only upon adequate proof of ownership and, if appropriate, payment of a reasonable storage fee.

§ 21.106. Picnic areas.

(a) Picnic areas are open to the public between sunrise and sunset.

(b) Entering a picnic area when it is not open to the public under subsection (a) is permitted for the purpose of fishing or gaining access to another area of State forest land that is open for public use.

(c) Except as provided in subsection (b) or with written permission of the Department, entering, using or remaining in a picnic area when it is not open to the public under subsection (a) is prohibited.

(d) Possessing or consuming alcoholic beverages is prohibited.

(e) An owner, keeper or handler of a pet may have the pet in a picnic area only under the following conditions, a violation of which is prohibited:

(1) The pet is on a leash with a maximum length of 6 feet.

(2) The pet is attended and under physical control of an individual.

(3) The pet does not behave in a manner that may reasonably be expected to disturb or intimidate another person.

(4) The pet does not behave in a manner that may cause damage to property or resources.

(5) The pet's droppings are disposed of in trash receptacles or outside the State forest.

(f) Removing facilities, including picnic tables, fire rings and containers for disposal of waste or charcoal, is prohibited.

(g) Hunting, trapping and using a device that is capable of discharging or propelling a projectile is prohibited.

§ 21.107. Hunting, trapping and shooting.

- (a) Hunting and trapping are permitted unless otherwise posted.
- (b) Hunting and trapping shall be in accordance with the Game and Wildlife Code and 58 Pa. Code Part III (relating to Game Commission).
- (c) Using a device that is capable of discharging or propelling a projectile is prohibited except in accordance with the Game and Wildlife Code and except for target shooting at a location authorized by the Department.
- (d) This section applies to State forest land other than picnic areas.

§ 21.108. Fishing.

- (a) Fishing is permitted unless otherwise posted.
- (b) Fishing shall be in accordance with the Fish and Boat Code and 58 Pa. Code Part II (relating to Fish and Boat Commission).

§ 21.109. Boating.

- (a) *Operation.* Watercraft may be operated on State forest waters unless posted as closed.
- (b) *Statutes and regulations.* Boating shall be in accordance with the Fish and Boat Code and 58 Pa. Code Part II (relating to Fish and Boat Commission).
- (c) *Prohibition.* The use of a motor type other than electric motor for propulsion of motorized watercraft is prohibited.
- (d) *Mooring.*
 - (1) Mooring watercraft at a location without possession of a valid watercraft mooring permit issued by the Department for that location is prohibited.
 - (2) A decal issued by the Department evidencing issuance of the permit shall be affixed aft of amidship on the starboard (right) side of the watercraft.
 - (3) The Department will establish a schedule of fees for mooring permits. The schedule and subsequent revisions will be effective upon publication in the *Pennsylvania Bulletin*.

(e) *Launching.*

- (1) Subject to paragraph (2), watercraft may be launched or removed at any location except where prohibited by posting.
- (2) Watercraft launched from trailers may be launched and removed only at designated launching areas.
- (3) Launching watercraft without one of the following is prohibited:

- (i) A valid watercraft launching or mooring permit issued by the Department. If a decal evidencing the issuance of a permit has been provided by the Department, the decal shall be affixed to the watercraft aft of amidship on the starboard (right) side. If another form of evidence of the issuance of a permit has been provided by the Department instead of a decal, this evidence shall be carried on the watercraft.

- (ii) A valid registration number and validation decal, or a valid use permit, issued and displayed in accordance with 58 Pa. Code Part II.

- (4) The Department will establish a schedule of fees for launching permits. The schedule and subsequent revisions will be effective upon publication in the *Pennsylvania Bulletin*.

- (f) *Docks.* Maintaining a dock at any location without possession of a valid dock permit issued by the Department for that location is prohibited. A dock tag evidencing issuance of a permit shall be securely attached to the offshore end of the dock. The Department will establish a schedule of fees for dock permits. The schedule and subsequent revisions will be effective upon publication in the *Pennsylvania Bulletin*.

§ 21.110. Traffic.

- (a) Operating a vehicle or a motor vehicle is permitted in accordance with this section.
- (b) The following are prohibited:
 - (1) Operating a vehicle in a manner that is any of the following:

- (i) Reckless or negligent.
- (ii) Creates a nuisance or excessive noise.
- (iii) Demonstrates careless disregard for the safety of persons or property.

- (2) Operating a motor vehicle in excess of the posted speed limit or, where a speed limit is not posted, in excess of 25 miles per hour.

- (3) Operating a motor vehicle on roads, trails or other areas posted as closed to motor vehicles unless permitted in writing by the Department.

- (4) Using State forest roads, trails or other areas in connection with or arising out of commercial activity without written permission of the Department. Occasional deliveries to residents of property adjoining a State forest are permitted.

- (5) Operating an unregistered, uninspected or uninsured motor vehicle.

- (6) Operating a motor vehicle without a valid driver's license.

- (c) A violation of this section constitutes a summary offense under section 7505 of the Crimes Code (relating to violation of governmental rules regarding traffic).

§ 21.111. Parking.

- (a) *Prohibitions.* The following are prohibited:

- (1) Parking a vehicle in an area designated by the Department for persons with a disability unless one of the following requirements is met:

- (i) The Department has given written permission.

- (ii) A valid plate or valid placard has been issued to a user of the vehicle under section 1338 or 1342(a) or (b) of the Vehicle Code (relating to person with disability plate and placard; and veteran plates and placard). A valid plate or valid placard for a person with a disability issued by a jurisdiction outside of this Commonwealth is deemed to be in compliance with the plate and placard requirements of this subparagraph. Placards shall be displayed in the manner required under section 1338(b) or 1342(b) of the Vehicle Code.

- (2) Parking a vehicle as follows without written permission of the Department:

- (i) In a location that obstructs a gate, road, trail, access way, drinking fountain, entrance, exit or road turnaround.

- (ii) In an area that is posted as closed.

- (iii) When the State forest is closed under § 21.104 (relating to closure).

- (b) *Violations.*

- (1) *Summary offense.* A violation of this section constitutes a summary offense under section 7505 of the Crimes Code (relating to violation of governmental rules regarding traffic).

- (2) *Parking tickets.*

- (i) For a violation of subsection (a) or a parking provision of the Vehicle Code, the Department may issue a parking ticket, as provided for in 234 Pa. Code Rule 401 (relating to means of instituting proceedings in summary cases charging parking violations), which will be handed to the violator or placed on the windshield of the violator's vehicle.

- (ii) If the Department has issued a parking ticket, the Department will file a citation if the violator fails to pay a charge to the Department in the amount provided in this subparagraph within 5 days of the violation and in the manner specified on the ticket.

- (A) For violations of subsection (a), the charge will be in the amount of the maximum fine as provided in section 7505 of the Crimes Code.

- (B) For violations of a parking provision of the Vehicle Code other than section 3354(d)(3) or (e) of the Vehicle Code (relating to additional parking regulations), the charge will be in the amount of the maximum fine as provided in the Vehicle Code.

- (C) For violations of section 3354(d)(3) or (e) of the Vehicle Code, the charge will be in the amount of the minimum fine required under section 3354(f) of the Vehicle Code.

(iii) If the Department has not issued a parking ticket, the Department may issue a citation as provided for in 234 Pa. Code Rule 401.

§ 21.112. Snowmobiles.

(a) Operating a snowmobile is permitted in accordance with this section.

(b) Operating a snowmobile in violation of Chapter 77 of the Vehicle Code (relating to snowmobiles and all-terrain vehicles) is prohibited.

(c) The following are prohibited except with written permission of the Department:

(1) Operating a snowmobile on a road, trail or area that has not been posted as open for snowmobiles.

(2) Operating a snowmobile outside of the period from the day following the last day of regular or extended rifle deer season as established by the Game Commission through the following April 1, unless the district forester designates an earlier date that is prior to April 1.

(3) Operating or riding on a snowmobile without wearing a securely fastened helmet which meets the specifications established for motorcycle helmets in 67 Pa. Code Chapter 107 (relating to motorcycle helmets).

§ 21.113. All-terrain vehicles.

(a) Operating an all-terrain vehicle is permitted in accordance with this section.

(b) Operating an all-terrain vehicle in violation of Chapter 77 of the Vehicle Code (relating to snowmobiles and all-terrain vehicles) is prohibited.

(c) The following are prohibited except with written permission of the Department:

(1) Operating an all-terrain vehicle on a road, trail or area that has not been posted as open for all-terrain vehicles.

(2) Operating an all-terrain vehicle outside of the period from the Friday before Memorial Day through the last full weekend in September and from the day following the last day of regular or extended rifle deer season as established by the Game Commission through the following April 1.

(3) Operating or riding on an all-terrain vehicle without wearing a securely fastened helmet which meets the specifications established for motorcycle helmets in 67 Pa. Code Chapter 107 (relating to motorcycle helmets).

§ 21.114. Motorized off-road vehicles.

(a) Operating a motorized off-road vehicle is permitted in accordance with this section.

(b) The following are prohibited except with written permission of the Department:

(1) Operating a motorized off-road vehicle on a road, trail or area that has not been posted as open for motorized off-road vehicles.

(2) Operating a motorized off-road vehicle on a road, trail or area that has not been posted as open outside of the following periods:

(i) From the Friday before Memorial Day through the last full weekend in September.

(ii) From the day following the last day of the regular or extended rifle deer season as established by the Game Commission through the following April 1.

(3) Operating or riding a motorized off-road vehicle without wearing a securely fastened helmet which meets the specifications established for motorcycle helmets in 67 Pa. Code Chapter 107 (relating to motorcycle helmets).

§ 21.115. Natural resources.

(a) The following activities are prohibited without written permission of the Department:

(1) Cutting, picking, digging, damaging or removing, in whole or in part, a living or dead plant, vine, shrub, tree or flower, including fungus, lichen and moss, except as permitted in subsection (b) and § 21.120 (relating to ground blinds and tree stands).

(2) Removing rocks, shale, sand, clay, soil or other mineral products.

(3) Removing peat, bark, mulch, pine straw or other natural resources.

(4) Planting a tree, shrub or plant.

(5) Releasing an animal that was brought into a State forest.

(b) The following activities are permitted:

(1) Gathering edible wild plants or plant parts for an individual's personal or family consumption, unless the plant is listed in Chapter 45 (relating to conservation of Pennsylvania native wild plants) as threatened, endangered, rare or vulnerable.

(2) Gathering dead and down wood for building fires on State forest land as permitted in § 21.118 (relating to fires).

§ 21.116. Feeding wildlife.

(a) Except as provided in subsection (b), feeding wildlife or laying or placing food, fruit, hay, grain, chemical, salt or other minerals is prohibited without written permission of the Department.

(b) Placing of elevated songbird feeders of less than 1/2 bushel capacity is permitted.

§ 21.117. Camping.

(a) *Primitive camping.* Primitive camping without a permit is prohibited if the camper stays more than one night at a campsite. Primitive camping is overnight camping when a motor vehicle is not used for storage or transportation during the camping experience. Primitive camping does not include water trail camping.

(b) *Motorized camping.* Motorized camping without a permit is prohibited. Motorized camping is overnight camping in or near a vehicle when the vehicle is used for storage or transportation during the camping experience.

(c) *Group camping.* Group camping without written permission of the Department is prohibited. Group camping is primitive or motorized camping by a group consisting of more than ten persons.

(d) *Water trail camping.* Water trail camping is allowed without a permit but is limited to two nights at a site. Water trail camping is overnight camping at sites designated for water trail camping along designated water trails.

§ 21.118. Fires.

(a) *Prohibition.* Fires are prohibited except in accordance with this section.

(b) *Gas grills and camp stoves.* Fires are permitted in gas grills and camp stoves when these appliances are used as designed.

(c) *Charcoal fires.* Charcoal fires are permitted in appliances designed for them. Disposing of hot charcoal, except in a facility designed for charcoal disposal, is prohibited.

(d) *Fire rings.* Fires are permitted in fire rings that are either provided by the Department or, if not provided by the Department, do not exceed 2 feet in diameter. Fire rings must be constructed of noncombustible material.

(e) *Fireplaces.* Fires are permitted in fireplaces provided by the Department.

(f) *Forest-fire danger.* Fires in fire rings and fireplaces are prohibited at the following times unless permitted by the Department:

(1) When the forest-fire danger is determined by the Department to be high, very high or extreme.

(i) The Department will notify the public of these danger ratings by means of the Department's web site, signs, news releases, fire wardens or volunteer fire departments.

(ii) The public may contact the district forester to obtain forest-fire danger ratings.

(2) From March 1 through May 25.

(g) *Attending a fire.* Failure to attend a fire at all times is prohibited.

(h) *Extinguishing a fire.* Leaving a fire that has not been completely extinguished is prohibited.

(i) *Liability.* A person who has caused a wildfire, in addition to possible criminal penalty, is liable for damages, costs of extinction and fines.

§ 21.119. Group activities.

(a) Participating in a group that engages in any of the following types of activity is prohibited without written permission of the Department:

(1) An activity that the Department determines requires a large land area or unique land formation.

(2) An activity that the Department determines may impact or conflict with normal or traditional visitor uses or experiences on State forest land.

(3) An activity that the Department determines may have a greater than normal impact on natural resources or the environment.

(b) This section does not apply to group hunting that is in compliance with 58 Pa. Code §§ 141.22 and 141.42 (relating to small game; and big game animal hunting roster).

§ 21.120. Ground blinds and tree stands.

(a) Ground blinds and tree stands may be placed, used and occupied subject to the following requirements:

(1) They must be portable.

(2) Their placement, use or occupation may not cause damage to a tree.

(3) They may not be left overnight except as follows:

(i) They may be left for any length of time within the period beginning 2 weeks prior to the first deer season and ending 2 weeks after the close of the last deer season.

(ii) Ground blinds may be left for any length of time during the spring turkey season and the water fowl season.

(iii) They may be left overnight outside of the periods in subparagraphs (i) and (ii) with written permission of the Department.

(4) Ground blinds must be constructed in accordance with the requirements for turkey blinds under the Game and Wildlife Code.

(b) Ground blinds or tree stands that do not comply with this section and accompanying personal property may be removed, stored or disposed of by the Department.

(c) This section applies to State forest land other than picnic areas.

§ 21.121. Pets.

(a) An owner, keeper or handler of a pet may have the pet in a State forest only under the following conditions:

(1) It is attended and under control of an individual.

(2) It does not behave in a manner that may reasonably be expected to disturb or intimidate another person.

(3) It does not behave in a manner that may cause damage to property or resources.

(b) This section applies to State forest land other than picnic areas.

§ 21.122. Other prohibitions.

(a) The following activities are prohibited without written permission of the Department:

(1) Using State forest land in connection with or arising out of commercial activity.

(2) Removing or disturbing historical or archeological resources.

(3) Posting signs or soliciting.

(4) Plowing or removing snow.

(5) Constructing, altering or removing a structure or other improvement. This paragraph does not apply to ground blinds and tree stands under § 21.120 (relating to ground blinds and tree stands).

(6) Excavating.

(b) The following activities are prohibited:

(1) Littering or disposing of trash, garbage, paper, refuse, waste, pollutants or other materials, except that any materials that have been accumulated during a visit to a State forest may be placed in receptacles or facilities provided by the Department for this purpose.

(2) Damaging or defacing any sign, structure, equipment or other material.

(3) Disorderly conduct, including any of the following:

(i) Fighting.

(ii) Threatening.

(iii) Engaging in violent or tumultuous behavior.

(iv) Making unreasonable noise.

(v) Using obscene language.

(vi) Making an obscene gesture.

(vii) Creating a hazardous or physically offensive condition by any act which does not serve a legitimate purpose of the actor.

(4) Operating a chainsaw, snowmobile, all-terrain vehicle or motorized off-road vehicle without a fully functioning spark arrestor.

(5) Possessing or consuming alcoholic beverages by persons under 21 years of age.

(6) Washing in water outlets, springs, lakes or waterways.

(7) Discharging trailer, camper or motor home sewage, sink water or bath water except in receptacles or facilities provided by the Department for this purpose and in accordance with posted instructions.

(8) Placing or leaving personal property where it obstructs or impedes access to a gate, road, trail, path, access way, drinking fountain, entrance, exit, road turnaround, vehicle parking area or other facility.

(9) Failing to comply with a condition of a permit issued by the Department.

§ 21.123. Violation of rules regarding conduct in State forests.

Engaging in activity prohibited under §§ 21.104—21.109 and 21.112—21.122 constitutes a summary offense under section 7506 of the Crimes Code (relating to violation of rules regarding conduct on Commonwealth property).

Exhibit D: Sterling Run Conservation Easement - 9,152 acres
Cameron County, Pennsylvania

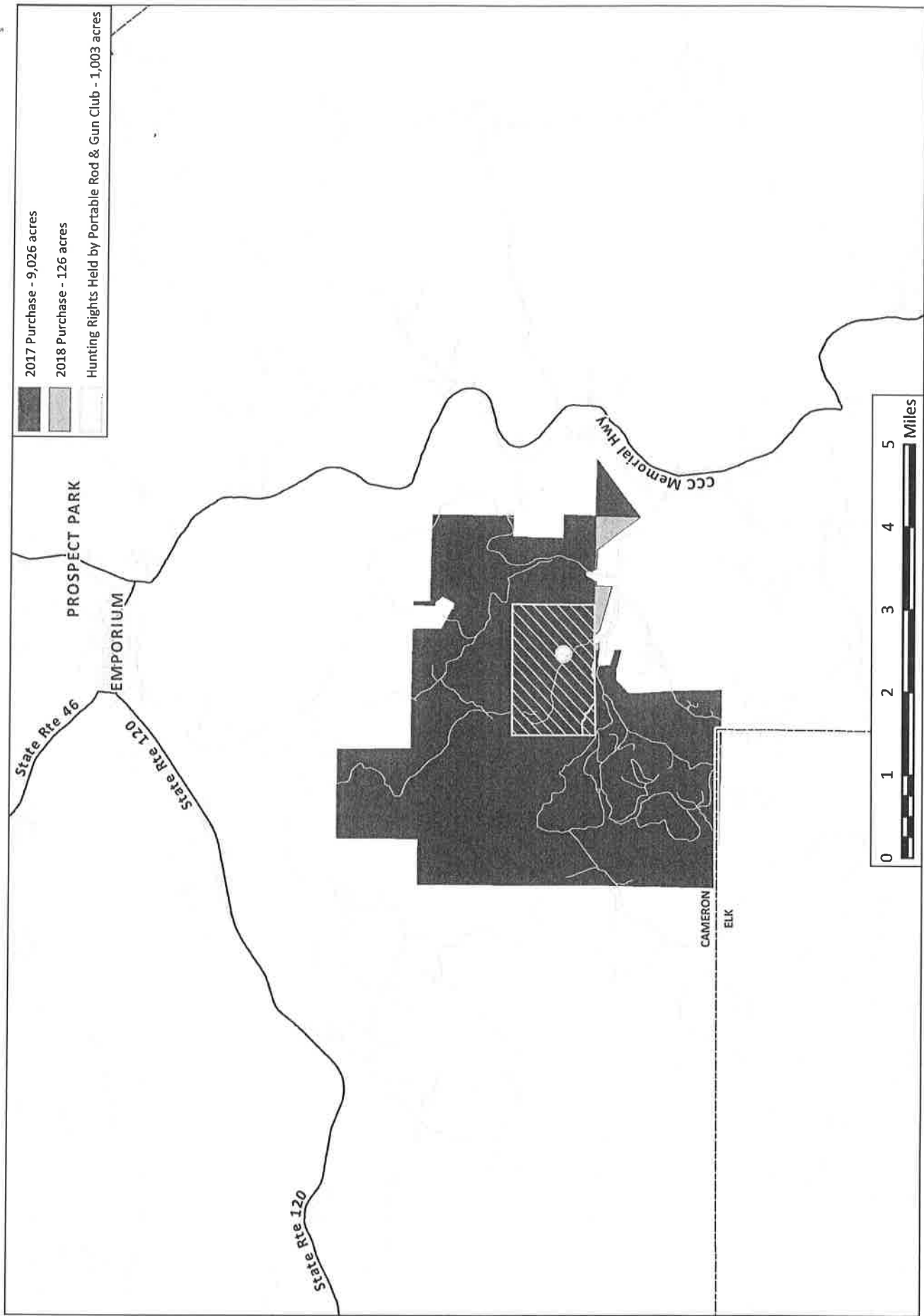


Exhibit E - Pennock Road and Van Tassle Road Exhibit

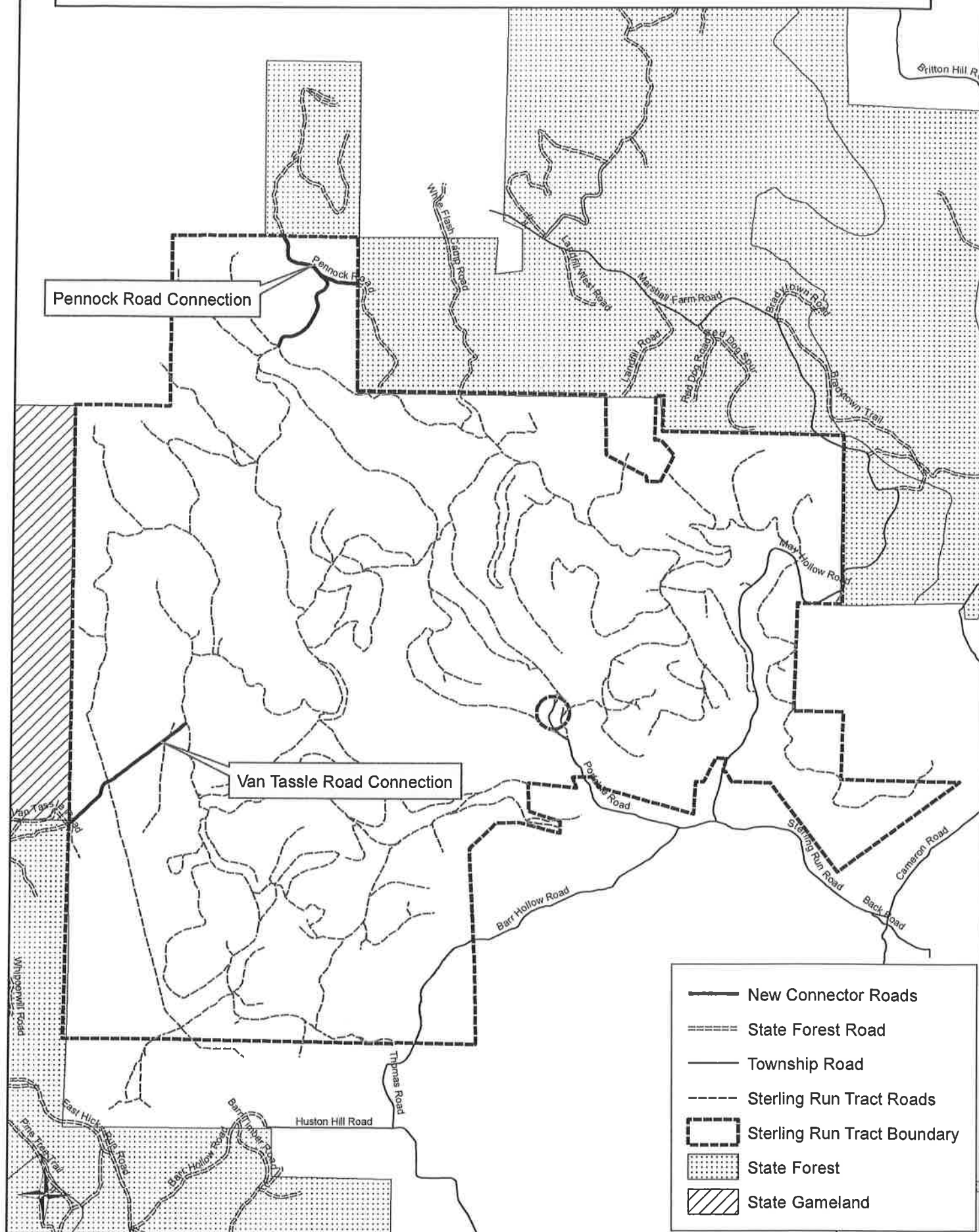


EXHIBIT F - LIST OF RECREATIONAL LEASES**STERLING RUN PROPERTY - LYME EMPORIUM HIGHLANDS II LLC - RECREATIONAL LEASES**

RLU County	TractName	LeaseStartDate	LeaseEndDate	Club Name
Cameron	PG0205	07/01/2018	06/30/2019	Bear Track Hunting Club
Cameron	PG0205	07/01/2018	06/30/2019	Cat Hollow Rod & Gun Club West
Cameron	PG0205	07/01/2018	06/30/2019	Sterling Run Sportsman Assn., Inc. #109
Cameron	PG0205	07/01/2018	06/30/2019	Sterling Run Sportsman Assn., Inc.#520
Cameron	PG0205	07/01/2018	06/30/2019	May Hollow Recreation & Hunt Club
Cameron	PG0205	07/01/2018	06/30/2019	Portable Rod & Gun Club
Cameron	PG0205	07/01/2018	06/30/2019	Grouse Ridge Rod & Gun Club
Cameron	PG0205	07/01/2018	06/30/2019	Bear Track Hunting Club
Cameron	PG0205	07/01/2018	06/30/2019	Grouse Ridge Rod & Gun Club
Cameron	PG0205	07/01/2018	06/30/2019	Bear Track Hunting Club
Cameron	PG0205	07/01/2018	06/30/2019	May Hollow Recreation & Hunt Club
Cameron	PG0205	07/01/2018	06/30/2019	May Hollow Recreation & Hunt Club