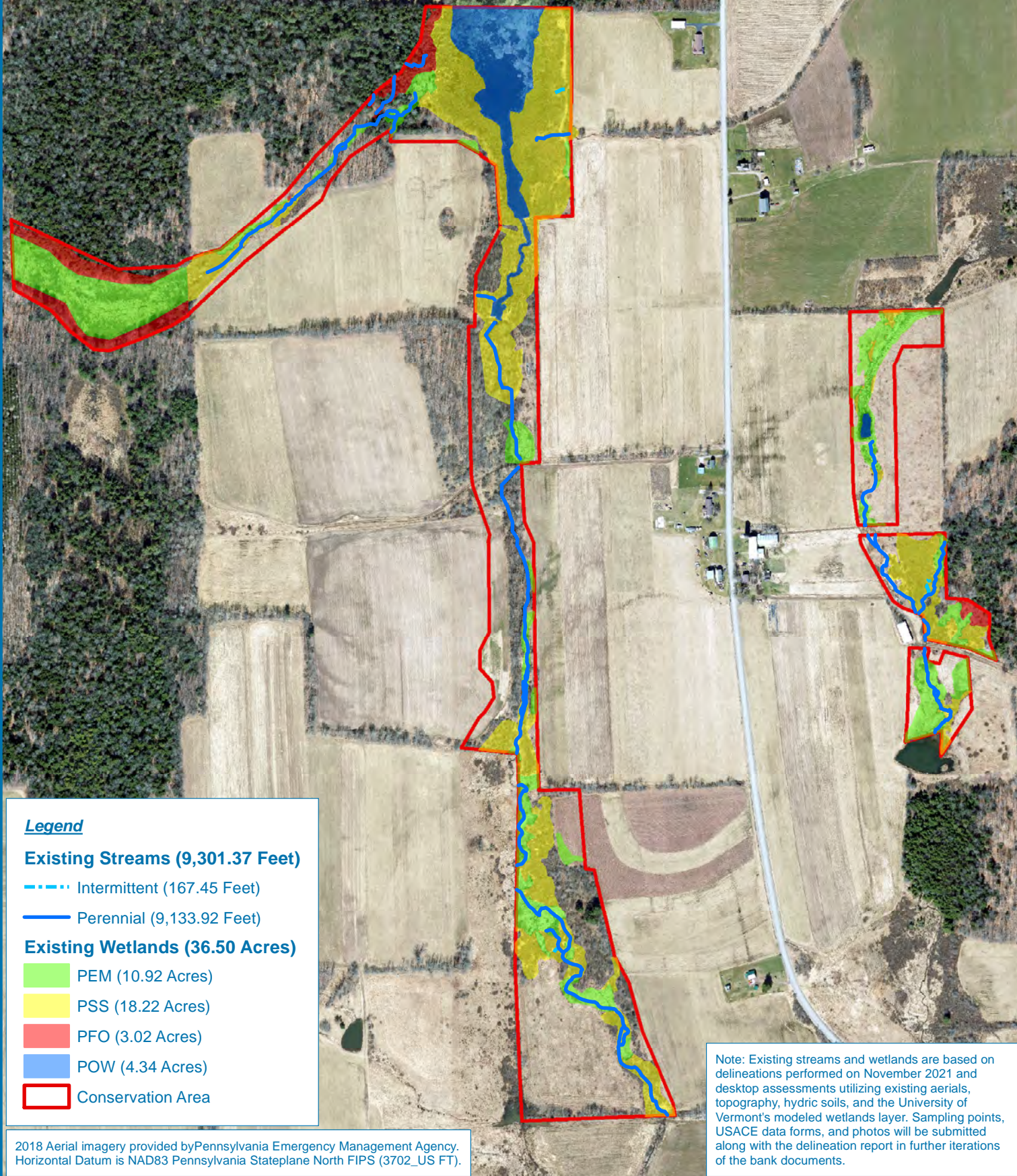


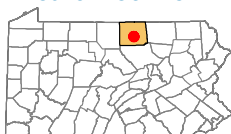
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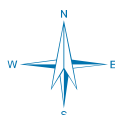
References: NHD and University of Vermont Modeled Wetlands provided by PASDA. PAHorizontal Datum is NAD83 PA Stateplane North (FT). Project limits are approximate. The parcel data information/property boundaries depicted on this map is for prospect assessment purposes only. It is not to be used as final boundaries.



PROJECT LOCATION



TIOGA COUNTY, PA



DELINEATION MAP

BABB CREEK MITIGATION BANK

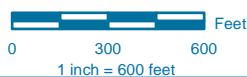


FIGURE 9A

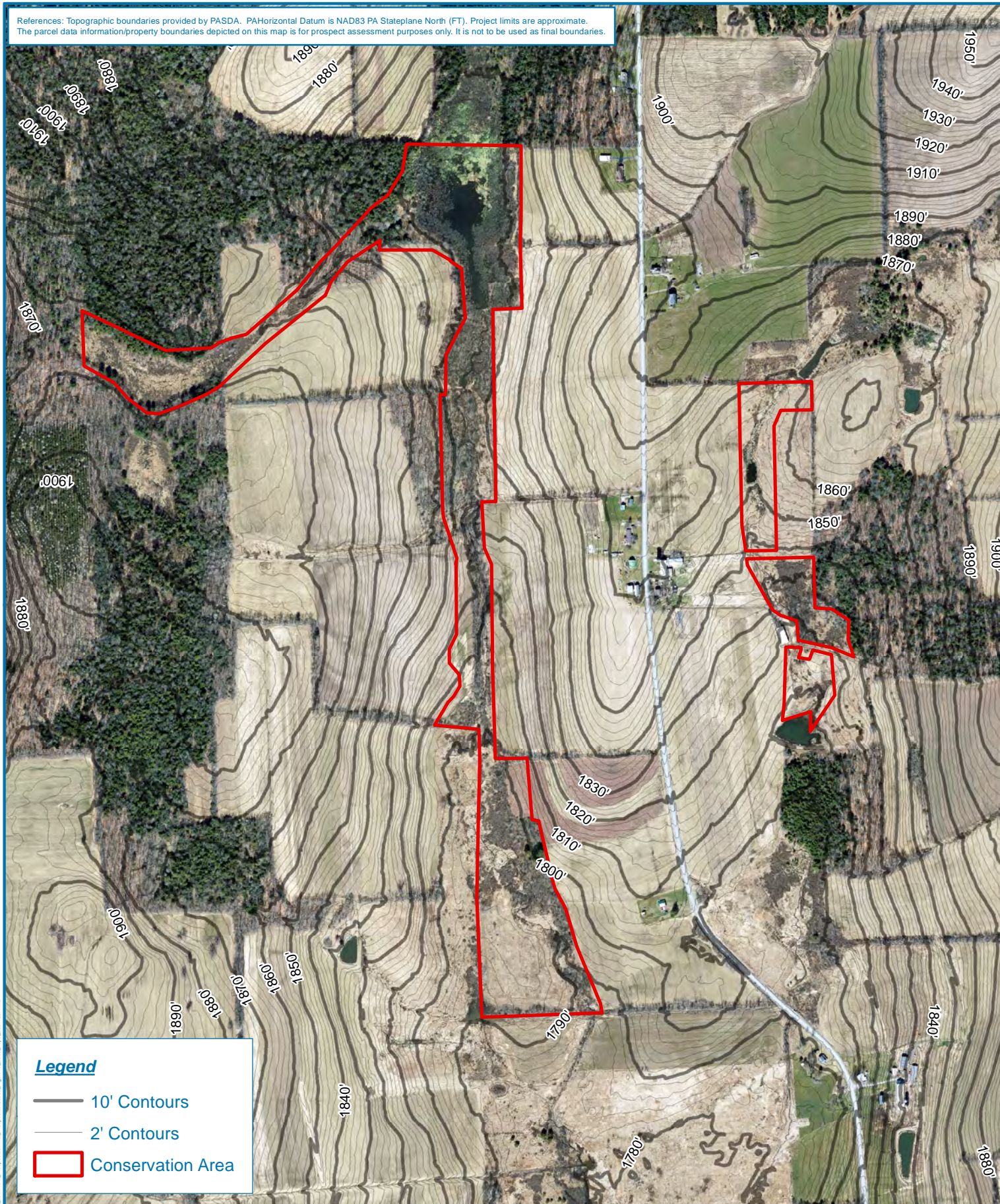
Date: 12/8/2021

Drawn by: NDR

Checked by: SY



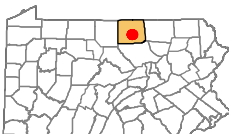
References: Topographic boundaries provided by PASDA. PAHorizontal Datum is NAD83 PA Stateplane North (FT). Project limits are approximate. The parcel data information/property boundaries depicted on this map is for prospect assessment purposes only. It is not to be used as final boundaries.



Legend

-  10' Contours
-  2' Contours
-  Conservation Area

PROJECT LOCATION



TIOGA COUNTY, PA



TOPOGRAPHIC MAP

BABB CREEK MITIGATION BANK



1 inch = 750 feet

FIGURE 10

Date: 12/8/2021

Drawn by: NDR

Checked by: SY



Aerial imagery from ESRI. Water Supply from PASDA. Horizontal Datum is NAD83 PA Stateplane North (FT). Project limits are approximate. The parcel data information/property boundaries depicted on this map is for prospect assessment purposes only. It is not to be used as final boundaries.

DELMAR TOWNSHIP

RICHMOND TOWNSHIP

WELLSBORO TOWNSHIP

WELLSBORO
MUNI AUTH

CHARLESTON TOWNSHIP



COVINGTON TOWNSHIP

DELMAR TOWNSHIP

DUNCAN TOWNSHIP

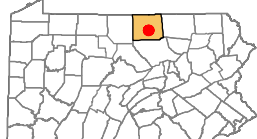
BLOSS TOWNSHIP

Legend

-  Public Water Supply
-  Municipalities
-  Conservation Area

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

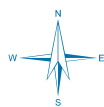
PROJECT LOCATION



TIOGA COUNTY, PA

MUNICIPAL WATER SUPPLY SERVICE AREA

BABB CREEK MITIGATION BANK



0 2,500 5,000 Feet
1 inch = 5,000 feet

FIGURE 11

RES Project No.: 103232

Date: 12/8/2021

Drawn by: NDR

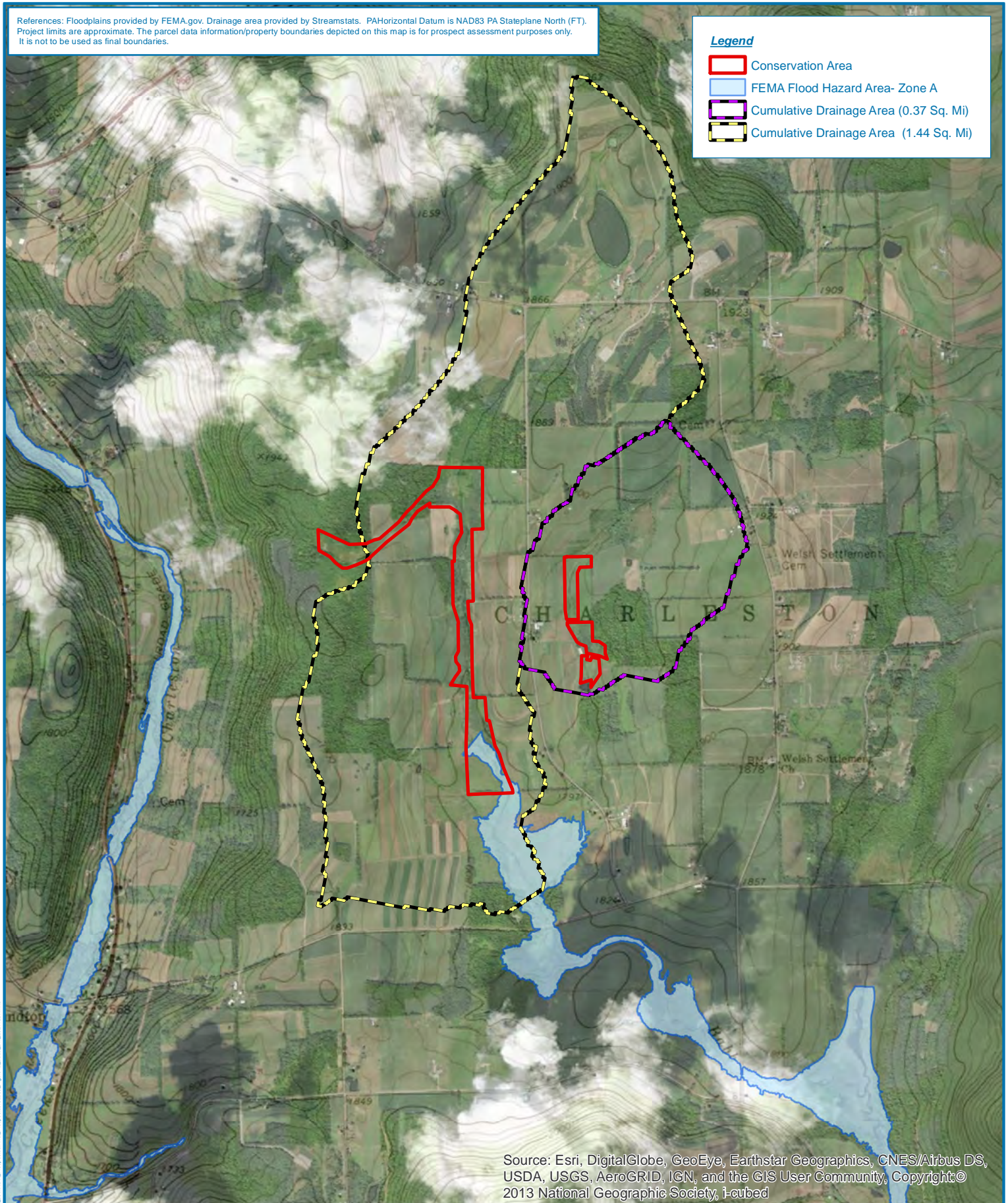
Checked by: SY



References: Floodplains provided by FEMA.gov. Drainage area provided by Streamstats. PAHorizontal Datum is NAD83 PA Stateplane North (FT). Project limits are approximate. The parcel data information/property boundaries depicted on this map is for prospect assessment purposes only. It is not to be used as final boundaries.

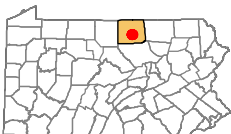
Legend

- Conservation Area
- FEMA Flood Hazard Area- Zone A
- Cumulative Drainage Area (0.37 Sq. Mi)
- Cumulative Drainage Area (1.44 Sq. Mi)

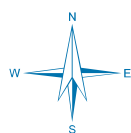


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Copyright© 2013 National Geographic Society, i-cubed

PROJECT LOCATION



TIOGA COUNTY, PA



DRAINAGE AREA AND FEMA MAP

BABB CREEK MITIGATION BANK



1 inch = 2,000 feet

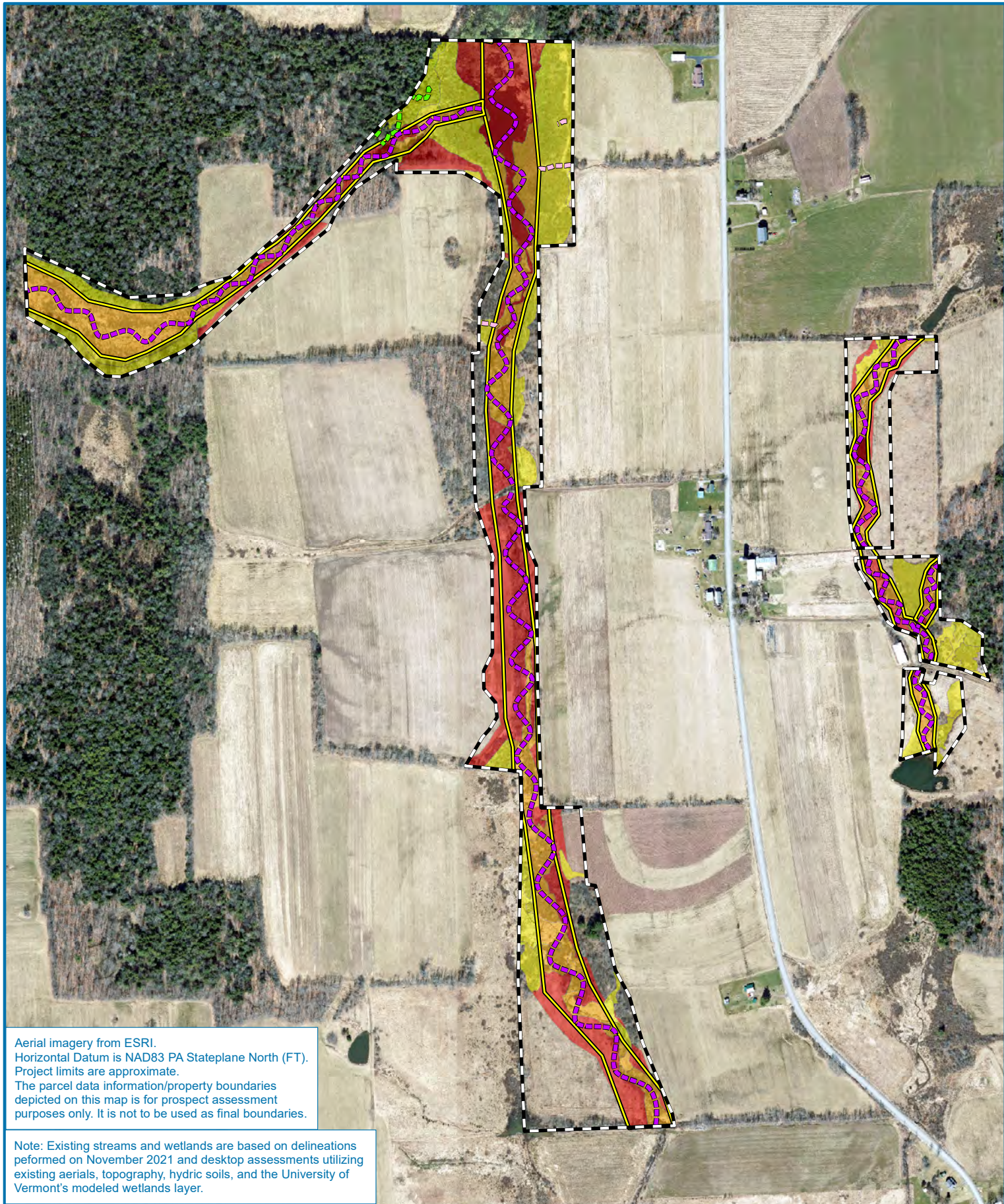
FIGURE 12

Date: 12/8/2021

Drawn by: NDR

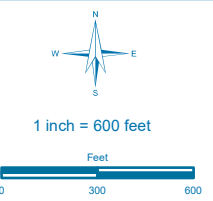
Checked by: SY





Aerial imagery from ESRI.
Horizontal Datum is NAD83 PA Stateplane North (FT).
Project limits are approximate.
The parcel data information/property boundaries depicted on this map is for prospect assessment purposes only. It is not to be used as final boundaries.

Note: Existing streams and wetlands are based on delineations performed on November 2021 and desktop assessments utilizing existing aeriels, topography, hydric soils, and the University of Vermont's modeled wetlands layer.



LEGEND

Stream Restoration (12,702 Credits)	Wetland Restoration (35.96 Credits)
Enhancement (405.14 Feet/162.06 Credits)	Enhancement (15.97 Acres/ 6.39 Credits)
Rehabilitation (296.90 Feet/ 197.93 Credits)	Rehabilitation (16.08 Acres/10.72 Credits)
Restoration (12,342.01 Feet/Credits)	Re-Establishment (18.85 Acres/Credits)
	Conservation Area

FIGURE 13 PRELIMINARY RESOURCE DEVELOPMENT MAP



Drawn by: NR	Date: 12/8/2021
Checked by: SY	PRJ102260

APPENDIX B

EXAMPLE SITE PROTECTION INSTRUMENT

DECLARATION OF RESTRICTIVE COVENANT FOR CONSERVATION

This DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION ("Declaration") is made and entered into as of [date] by and between FIRST PENNSYLVANIA RESOURCE, L.L.C., a Pennsylvania limited liability company, with a business address at 33 Terminal Way, Pittsburgh, PA 15219 ("Grantee") and _____, an [individual/corporation/other organization] with a mailing address at [_____] ("Grantor").

RECITALS

WHEREAS, Grantor owns certain real estate located in _____ County(ies), Pennsylvania, consisting of _____ acres, more or less, as described more specifically in **Exhibit A** hereto (the "Property"); and

WHEREAS, Grantee is a Pennsylvania company in the business of stream and wetland mitigation in the Commonwealth of Pennsylvania; and

WHEREAS, the Grantor has agreed to make a _____ acre portion of the Property, delineated in **Exhibit B**, where certain [stream and/or] wetland resources exist or may be created and/or enhanced (the "Conservation Area"), subject to this Declaration; and

WHEREAS, the Grantor agrees to the creation of the Conservation Area described herein and intends that the Conservation Area shall be preserved and maintained in perpetuity in an enhanced or natural condition, which will include functioning [streams and/or] wetlands; and

WHEREAS, the Conservation Area, or a portion thereof, is intended to be used in the future as mitigation for impacts to waters of the United States and/or waters of the Commonwealth of Pennsylvania authorized under U.S. Army Corps of Engineers ("Corps" to include any successor agency) or Pennsylvania Department of Environmental Protection ("PADEP" to include any successor agency) permit(s). Before, or at the time a Corps or PADEP permit or verification or a Mitigation Banking Instrument approves using this Conservation Area as mitigation: (1) the Mitigation Plan approved/required by such permit or Banking Instrument must contain a legal description of the portion of the Conservation Area to be used as mitigation or a Mitigation Bank; and (2) Grantee must record an addendum to this Declaration containing a legal description of the portion of the Conservation Area associated with each permit or Mitigation Bank, which references the applicable Corps and/or PADEP permit/verification number(s) or Mitigation Bank Site Name and any associated Corps/PADEP authorization/approval number(s). A form of the addendum to be used is attached to this Declaration as **Exhibit C**; and

WHEREAS, in recognition of the continuing benefit to the Property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, the Grantor and Grantee have agreed to place certain restrictive covenants on the Property, in order that the Conservation Area shall remain substantially in its natural condition forever; and

WHEREAS, the Grantor and Grantee agree and acknowledge that this Declaration, including the rights authorized to Grantee herein, shall be assignable and transferrable to Grantee's subsequent heirs, successors, and assigns, [if Holder known: including the _____]; and

[If Holder known: WHEREAS, the _____, a 501(c)(3) tax-exempt entity registered with the Bureau of Charitable Organizations of the Pennsylvania Department of State, is a holder of this Declaration] and

WHEREAS, this Declaration is constructed and covenanted to meet the requirements for conservation easements under the Pennsylvania Conservation and Preservation Easements Act, Act 29 of 2001, and as amended thereafter; and

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutually held interests in enhancement and preservation of the environment, as well as the terms, conditions, and restrictions contained herein, and pursuant to the laws of the Commonwealth of Pennsylvania, Grantor does agree to the following terms and conditions:

A. PURPOSE

The purpose of this Declaration is:

(1) To preserve, protect, and enhance the native flora, fauna, soils, water table, aquifer, drainage patterns, wetland resources and other related environmental functions and values of the Conservation Area;

(2) To maintain the natural view shed of the Conservation Area in its native, enhanced, scenic and open condition;

(3) To assure that the Conservation Area, including its air space, streams and other aquatic resources on or beneath the Conservation Area, and including, but not limited to, subsurface aquifers, springs, and the water table, will be maintained in perpetuity in its natural condition, as that may be enhanced, as provided herein; and

(4) To prevent any use of the Conservation Area that threatens to or will impair, interfere with, or otherwise negatively affect its natural resource functions and values.

Grantor and Grantee [If known: and Holder] intend and agree that this Declaration will confine the use of the Conservation Area to such activities as are consistent with the purposes set forth herein.

B. ACCESS

In order to achieve the purposes of this Declaration, the following rights are created in accordance with Pennsylvania law:

(1) The Grantee shall have the right and Grantor acknowledges the right of [the holder(s) of this Declaration,] the Corps, the PADEP, and other government agencies with legal authority to enter upon the Property for purposes related to this Declaration, to inspect the Conservation Area at reasonable times to monitor compliance with this Declaration. Except in cases of a threat of a physical or public safety emergency, such entry shall, when practicable, be upon reasonable prior notice to Grantor or its successors and assigns, and such entry shall not unreasonably interfere with the Grantor's or its successors' and assigns' use and quiet enjoyment of the Property.

(2) The Grantor, Grantee, [holder(s) of this Conservation Declaration,] the Corps, the PADEP and other government agencies with legal authority to enter upon the Property for purposes related to this Declaration, each shall have the right to enter upon the Property to access the Conservation Area at reasonable times and upon prior notice to the Grantor; and upon notice and written approval by the Corps may take appropriate environmental or conservation management measures within the Conservation Area consistent with the terms and purposes of this Declaration, including, but not limited to:

- (a) planting of native vegetation (i.e. trees, shrubs, grasses, and forbs); and
- (b) restoring, altering or maintaining the topography, hydrology, drainage, structural integrity, streambed(s), streambank(s), water quantity, water quality, any relevant feature of a stream, wetland, water body, or vegetative buffer within the Conservation Area.

(3) The Grantor and Grantee, [holder(s) of this Declaration], the Corps, PADEP, and other government agencies with legal authority to enter upon the Property for purposes related to this Declaration, shall each have the right to enforce the terms of this Declaration by appropriate legal proceedings in accordance with applicable law so as to prevent any activity on or use of the Property that is inconsistent with the purposes of this Declaration and to require the restoration of such areas or features of the Conservation Area that may be impaired or damaged by an inconsistent activity or use.

C. DURATION

This Declaration shall remain in effect in perpetuity, shall run with the land regardless of ownership or use, and is binding upon and shall inure to the benefit of the Grantor and Grantee's [if known – and holder's] heirs, executors, administrators, successors, representatives, devisees, and assigns, as the case may be, as long as said party shall have any interest in any portion(s) of the Conservation Area.

D. RESTRICTIONS

Any activity in or use of the Conservation Area that is inconsistent with the purposes of this Declaration by the Grantor; subsequent property owner(s); and the personal representatives, heirs, successors, and assigns of either the Grantor or subsequent property owner(s), is prohibited. Without limiting the generality of the foregoing, and except when an approved purpose under B.(2) above, or as necessary to accomplish mitigation approved under the any permit(s) reliant upon this Declaration, the following activities and uses are expressly prohibited in, on, over, or under the Conservation Area, subject to the express terms and conditions below:

(1) **Structures.** The construction of man-made structures including, but not limited to, the construction, removal, placement, preservation, maintenance or alteration of any buildings, roads, utility lines, billboards, or other advertising. This restriction does not include deer stands, bat boxes, bird nesting boxes, bird feeders, duck blinds, and the placement of signs for safety purposes or boundary demarcation.

(2) **Demolition.** The demolition of fencing structures constructed by the Grantee for the purpose of demarcation of the Conservation Area or for public safety.

(3) **Soils.** The removal, excavation, disturbance, or dredging of soil, sand, peat, gravel, or aggregate material of any kind; or any change in the topography of the land, including any discharges of dredged or fill material, ditching, extraction, drilling, driving of piles, mining or excavation of any kind.

(4) **Drainage.** The drainage or disturbance of any aquifer, the surface water level or the water table.

(5) **Waste or Debris.** The storage, dumping, depositing, abandoning, discharging, or releasing of any gaseous, liquid, solid, or hazardous waste substance, materials or debris of whatever nature on, in, over, or underground or into surface or ground water.

(6) **Non-Native Species.** The planting or introduction of non-native or invasive species.

(7) **Herbicides, Insecticides, and Pesticides.** The use of herbicides, insecticides, or pesticides, or other chemicals, except for as may be necessary to control invasive species that threaten the natural character of the Conservation Area. State-approved municipal application programs necessary to protect public health and welfare are not included in this prohibition.

(8) **Removal of Vegetation.** The mowing, cutting, pruning, removal; disturbance, destruction, or collection of any trees, shrubs, or other vegetation, except for pruning, cutting or removal for:

- a) safety; or
- b) control in accordance with accepted scientific forestry management practices for diseased or dead vegetation; or
- c) control of non-native species and noxious weeds; or
- d) scientific nature study.