

V:\2013\3548\RES_1_Brandy_Pignatelli_CD_MIDNIGHT\CD\PLANTING PLAN.dwg | Plotted on 6/13/2013 4:08 PM | by Michael Hughes



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YOUR VISION ACHIEVED THROUGH OURS.

DATE: JUNE 2013
 DRAWN BY: M. HUGHES
 DESIGNED BY: M. HUGHES
 CHECKED BY: R. NAPIER
 SCALE: 1" = 80'

TIMMONS GROUP

NORTH BRANCH PIGEON CREEK RESTORATION SITE
 SOMERSET TOWNSHIP - WASHINGTON COUNTY - PENNSYLVANIA
 PLANTING PLAN

JOB NO. 33548
 SHEET NO. 6.03

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ATTACHMENT 5A

INSTREAM STRUCTURE LOCATION MAP

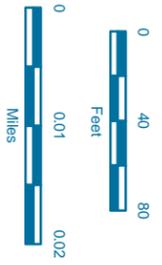


Legend

-  North Branch Pigeon Creek Mitigation Bank Project Limits - 17.4 Acres
-  Proposed Top Of Bank
-  Rock Sill
-  Log Sill
-  Existing Stream Centerline

Matchline
See Above

Matchline
See Below



NORTH BRANCH PIGEON CREEK MITIGATION BANK INSTREAM STRUCTURE LOCATION MAP WASHINGTON COUNTY, PENNSYLVANIA

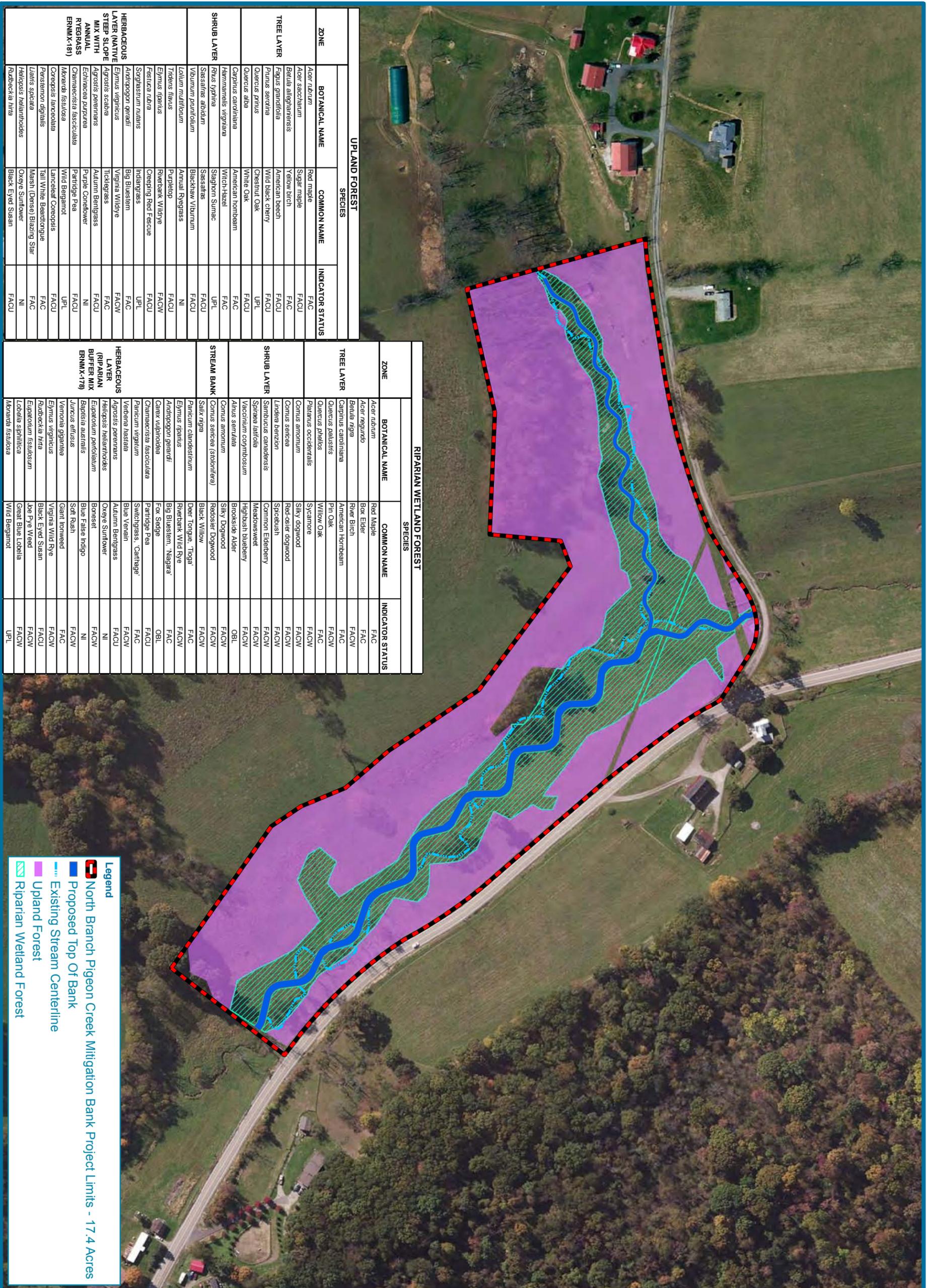
J/N: 33548
Date: 07/03/13
Revised: 00/00/00

REFERENCE

1.) Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
2.) All areas are approximate.

ATTACHMENT 5B

PLANTING MAP

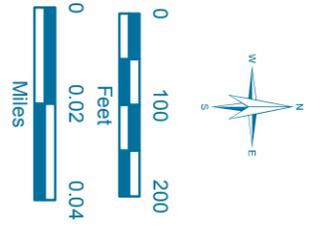


| UPLAND FOREST SPECIES | | | |
|--|---------------------------------|----------------------------|------------------|
| ZONE | BOTANICAL NAME | COMMON NAME | INDICATOR STATUS |
| TREE LAYER | <i>Acer rubrum</i> | Red maple | FAC |
| | <i>Acer saccharum</i> | Sugar maple | FACU |
| | <i>Betula alleghaniensis</i> | Yellow birch | FAC |
| | <i>Fagus grandifolia</i> | American beech | FACU |
| | <i>Prunus serotina</i> | Wild black cherry | FACU |
| | <i>Quercus prinus</i> | Chestnut Oak | UPL |
| | <i>Quercus alba</i> | White Oak | FACU |
| | <i>Carpinus caroliniana</i> | American hophornbeam | FAC |
| | <i>Hammamelis virginiana</i> | Witch-Hazel | FAC |
| | <i>Rhus typhina</i> | Staghorn Sumac | UPL |
| SHRUB LAYER | <i>Sassafras albidum</i> | Sassafras | FACU |
| | <i>Viburnum pumilium</i> | Blackhaw Viburnum | FACU |
| | <i>Lilium multiflorum</i> | Annual Ryegrass | NI |
| | <i>Tidens flavus</i> | Purpletop | FACU |
| | <i>Elymus riparius</i> | Riverbank Wildrye | FACW |
| | <i>Festuca rubra</i> | Creeching Red Fescue | FACU |
| | <i>Scorpiastrum nutans</i> | Indiangrass | UPL |
| | <i>Agrostis perennis</i> | Big Bluestem | FAC |
| | <i>Elymus virginicus</i> | Virginia Wildrye | FACW |
| | <i>Andropogon gerardi</i> | Ticklegrass | FAC |
| HERBACEOUS LAYER (NATIVE MIX WITH ANNUAL RYEGRASS ERMNK-181) | <i>Agrostis scabra</i> | Autumn Beningrass | FACU |
| | <i>Agrostis perennans</i> | Purple Coneflower | NI |
| | <i>Echinacea purpurea</i> | Partridge Pea | FACU |
| | <i>Chamaecrista fasciculata</i> | Wild Bergamot | FACU |
| | <i>Monarda fistulosa</i> | Lanceleaf Coneopsis | UPL |
| | <i>Carex lanceolata</i> | Tail White Beardtongue | FACU |
| | <i>Parthenon digitalis</i> | Marsh (Dense) Blazing Star | FAC |
| | <i>Liatris spicata</i> | Oxeye Sunflower | NI |
| | <i>Helopsis helianthoides</i> | Black Eyed Susan | FACU |
| | <i>Rudbeckia hirta</i> | | FACU |

| RIPARIAN WETLAND FOREST SPECIES | | | |
|--|---------------------------------|-------------------------|------------------|
| ZONE | BOTANICAL NAME | COMMON NAME | INDICATOR STATUS |
| TREE LAYER | <i>Acer rubrum</i> | Red Maple | FAC |
| | <i>Acer negundo</i> | Box Elder | FAC |
| | <i>Betula nigra</i> | River Birch | FACW |
| | <i>Carpinus caroliniana</i> | American Hornbeam | FAC |
| | <i>Quercus palustris</i> | Pin Oak | FACW |
| | <i>Quercus phellos</i> | Willow Oak | FAC |
| | <i>Platanus occidentalis</i> | Sycamore | FACW |
| | <i>Cornus sericea</i> | Silky Dogwood | FACW |
| | <i>Cornus amomum</i> | Red-osier dogwood | FACW |
| | <i>Salix nigra</i> | Black Willow | FACW |
| SHRUB LAYER | <i>Panicum clandestinum</i> | Deer Tongue, 'Toga' | FAC |
| | <i>Elymus riparius</i> | Riverbank Wild Ryegrass | FACW |
| | <i>Andropogon gerardi</i> | Big Bluestem, 'Nagarat' | FAC |
| | <i>Carex vulpinoidea</i> | Fox Sedge | OBL |
| | <i>Chamaecrista fasciculata</i> | Partridge Pea | FACU |
| | <i>Panicum virgatum</i> | Switchgrass, 'Carthage' | FAC |
| | <i>Verbena hastata</i> | Blue Vervain | FACW |
| | <i>Agrostis perennans</i> | Autumn Beningrass | FACU |
| | <i>Helopsis helianthoides</i> | Oxeye Sunflower | NI |
| | <i>Eupatorium perfoliatum</i> | Boneset | FACW |
| HERBACEOUS LAYER (RIPARIAN BUFFER MIX ERMNK-178) | <i>Eupatorium perfoliatum</i> | Boneset | FACW |
| | <i>Sagittaria arifolius</i> | Blue False Indigo | NI |
| | <i>Juncus effusus</i> | Soft Rush | FACW |
| | <i>Vernonia gigantea</i> | Giant Ironweed | FAC |
| | <i>Elymus virginicus</i> | Virginia Wild Ryegrass | FACW |
| | <i>Rudbeckia hirta</i> | Black Eyed Susan | FACU |
| | <i>Eupatorium fistulosum</i> | Joe Pye Weed | FACW |
| | <i>Lobelia spiliotica</i> | Great Blue Lobelia | FACW |
| | <i>Monarda fistulosa</i> | Wild Bergamot | UPL |

Legend

- North Branch Pigeon Creek Mitigation Bank Project Limits - 17.4 Acres
- Existing Stream Centerline
- Upland Forest
- Riparian Wetland Forest



NORTH BRANCH PIGEON CREEK MITIGATION BANK PLANTING MAP
 WASHINGTON COUNTY, PENNSYLVANIA

J/N: 33548
 Date: 07/03/13
 Revised: 00/00/00

REFERENCE

- 1.) Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, i-cubed USDA, USGS, AEX, Getmapping, Aergrid, IGN, IGP, swisstopo, and the GIS User Community
- 2.) All areas are approximate.

EXHIBIT 6

BANK LEDGER

Bank Ledger

| | Date | Permittee | Permit Number (PADEP) | Permit Number (USACE) | Subbasin | Project Credits Utilized | Released Credits Remaining | Credits Released | Expected Future Credits Released | Permit impacts (Credits) | Released Credits Remaining |
|--------------------------------|------|-----------|-----------------------|-----------------------|----------|--------------------------|----------------------------|------------------|----------------------------------|--------------------------|----------------------------|
| Functional Ratio Method | | | | | | | | | | | |
| Perennial Stream | | | | | 19 | 0 | 0 | 0 | 2,519.0 | 0 | 0 |
| Forested Wetland | | | | | 19 | 0 | 0 | 0 | 4.8 | 0 | 0 |

EXHIBIT 7

REVISED SITE PROTECTION INSTRUMENT

DECLARATION OF RESTRICTIVE COVENANT FOR CONSERVATION

This DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION relates to an ecological enhancement and restoration project (hereinafter, this “Declaration”) is made and entered into as of _____, 2013 by Marc Resources, LLC with a business address at 624 Ridgewood Road, Ridgeland, MS 39157 (“Grantor”).

RECITALS

WHEREAS, Grantor owns in fee simple certain real estate located in Washington County liber and folio reference _____ consisting of _____ acres, more or less, as described more specifically in Exhibit A hereto (the “Property”); and

WHEREAS, the Grantor has agreed to make a 17.4 acre portion of the Property, delineated in Exhibit A attached hereto, where certain aquatic resources exist or may be created and/or enhanced (the “Conservation Area”), subject to this Declaration whose legal description is attached hereto as Exhibit A; and

WHEREAS, First Pennsylvania Resource (“FPR”) entered into the Pennsylvania Statewide Umbrella Mitigation Banking Instrument (the “PSUMBI”) between: FPR (the “Sponsor”) and the Interagency Review Team (the “IRT”) which consists of the U.S. Army Corps of Engineers (“USACE” or “Corps”) Baltimore, Philadelphia, and Pittsburgh Districts, the U.S. Environmental Protection Agency (“EPA”), the U.S. Fish and Wildlife Service (“FWS”), the U.S.D.A. Natural Resources Conservation Service (“NRCS”), the NOAA-National Marine Fisheries Service (“NMFS”), the Pennsylvania Department of Environmental Protection (“PADEP”), the Pennsylvania Game Commission (“PGC”), the Pennsylvania Historical commission (“PHMC”), and the Pennsylvania Fish and Boat Commission (“PFBC”); 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 and/or natural condition, which condition will include functioning wetlands; and

WHEREAS, the Grantor(s) desire(s) to comply with the conditions of the PSUMBI by imposing this Site Protection Instrument on a Conservation Area within the Property; and

WHEREAS, under Federal and State law, the Corps has issued Permit No. _____ and the PADEP has issued Permit No. _____ (collectively, the “Permits”) for impacts to waters of the United States and/or the Commonwealth of Pennsylvania expected to result from the creation of the self-sustaining natural aquatic system located on the Conservation Area; and

WHEREAS, the Grantor agrees and acknowledges that this Declaration, including the rights authorized to Grantor herein, shall be assignable and transferrable to Grantor’s subsequent heirs, successors, and assigns.

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 intends and agrees 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 Grantor shall have the right and acknowledges the right of the Sponsor, the Corps, the PADEP and other government agencies to enter upon the Property 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 shall each have the right to enter upon the Property to access the Conservation Area at reasonable times, upon prior notice to the property owner; and upon notice and written approval by the USACE 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, the Sponsor, the Corps and other government agencies with appropriate legal authority 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'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. PERMITTED USES

This Declaration will not prevent the Grantor, or any subsequent owner of the Property and/or portions of the Property, from making use of the area(s) outside of the Conservation Area or from uses that are consistent with the purposes of this Declaration.

E. 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 Sponsor 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, except for pre-existing or approved project-related stormwater discharges and any maintenance associated with those stormwater discharges. All pre-existing or approved project-related drainage/stormwater discharge features should be shown on the accompanying plat map or approved plan and attached to this Declaration as Exhibit B.

(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, except for pre-existing or approved project related stormwater discharges, and any maintenance associated with those stormwater discharges.

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

(7) **Herbicides, Insecticides, and Pesticides.** The use of herbicides, insecticides, 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.

(9) **Agricultural Activities.** Unless currently used for agricultural or similarly related purposes, the conversion of, or expansion into, any portion of the Conservation Area for use of agricultural, horticultural, aquacultural, silvicultural, livestock production or grazing activities. This prohibition also includes conversion from one type of these activities to another (e.g. from agricultural to silvicultural).

(10) **Subdivision of Conservation Area.** Subdivision of real property within the Conservation Area into multiple parcels.

(11) **Other.** Other acts, uses, excavation, or discharges, which adversely affect fish or wildlife habitat or the preservation of lands, waterways, or other aquatic resources mentioned herein within the Conservation Area.

F. INSPECTION, ENFORCEMENT AND ACCESS RIGHTS

As set forth in Section B, above, the Grantor, Sponsor, Corps, PADEP, and authorized regulatory entities have the right to enter the Property to observe the Conservation Area and to take actions necessary to verify compliance with and to enforce this Declaration. When practicable, such entry shall be upon prior reasonable notice to the property owner. The grantor grants to the Corps, the U.S. Department of Justice, and/or the PADEP, a discretionary right to enforce this Declaration in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants. No violation of this Declaration shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as other judicial remedies such as civil penalties. Nothing herein shall be interpreted to limit the right of the Corps or PADEP to modify, suspend, or revoke any permit issued or authorized by the Corps or PADEP.

G. RECORDING AND EXECUTION BY PARTIES

Within thirty (30) calendar days of execution of this Agreement, the Grantor shall record this Declaration in the Washington County office where land records are retained. Further, if anticipated activities in the Conservation Area are agreed upon for future phases of the site, as set forth in Section I (Reserved Rights) herein, the Grantor or Sponsor must submit plans to the Corps and PADEP for review and approval prior to any work in the Conservation Area.

H. NOTICE OF TRANSFER OF PROPERTY INTERESTS

No transfer of the rights set forth in this Declaration, or of any other property interests pertaining to the Conservation Area or the underlying property it occupies, shall occur without sixty (60) calendar days' prior written notice to the Sponsor, Corps and PADEP.

I. RESERVED RIGHTS

(1) The Grantor and any holders of declarations or other property rights for the operation and maintenance of pre-existing or project-related structures or infrastructure such as roads, utilities, drainage ditches, or stormwater facilities that are present on, over, or under the Conservation Area reserve the right, within the terms and conditions of their permits, their agreements, and the law, to continue with such operation and maintenance. All pre-existing or approved project-related structures or infrastructure, if any, shall be shown on the accompanying plat map or approved plan and attached to this Declaration as Exhibit B.

(2) If an authorized project requires any related or unanticipated infrastructure modifications, utility relocation, drainage ditches, or stormwater controls within the identified Conservation Area, or if a situation requires measures to remove threat to life or property within the identified Conservation Area, said activities must be approved in writing by the Corps and PADEP subject to terms and conditions set forth in the written approval. Approval is subject to the Corps and PADEP discretion. If approved, said activities must be identified on an amended Exhibit B and must be recorded and specifically noted as an “amendment” and copies of the recorded Amended Exhibit B must be provided to the Corps and PADEP within sixty (60) days of Corps approval. Approval of said activity by the Corps is in addition to any Clean Water Act, Section 404 permit, or other authorization, which may be required in order to legally implement said activity. The Grantor and FPR accept the obligation to place any other and/or subsequent responsible party on reasonable prior notice of their need to request such Corps approval.

J. SEVERABILITY

If any portion of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

K. MODIFICATIONS

The restrictions contained in this Declaration are required by the Department of the Army Permit and/or Mitigation Banking Instrument and /or Mitigation Plan, a copy of which is attached hereto and incorporated by reference. There shall be no changes or alterations to the provisions in this Declaration without prior written approval from the appropriate District Commander of the Corps and PADEP. The Corps and PADEP shall be provided with a 60-day advance written notice of any legal action concerning this Declaration or of any action to extinguish, void, or modify this Declaration in whole or in part, including transfer of title to, or establishment of any other legal claims over, the Property. This Declaration is intended to survive foreclosure, bankruptcy, condemnation, or judgments affecting the Property.

L. MITIGATION

If the work required by a mitigation plan, including maintenance or remedial work, under the Corps permit for the project, occurs within the Conservation Area, then the Sponsor is allowed to construct and undertake the mitigation work in accordance with an authorized mitigation plan, a copy of which is attached hereto and incorporated by reference.

M. COAL RIGHTS NOTICE

The following notice is given to and accepted by Grantor for the purpose and with the intention of compliance with the requirements of the Pennsylvania Conservation and Preservation Declarations Act. Nothing herein shall imply the presence or absence of workable coal seams or the severance of coal interests from the Property.

NOTICE: This Declaration may impair the development of coal interests including workable coal seams or coal interests which have been severed from the Property.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

N. [CONSENT OF LENDER AND TRUSTEE

Grantor is the maker of a note dated _____ secured by a deed of trust dated _____ from the Grantor to _____ as trustees and either of whom may act, recorded in the Clerk's office in Deed Book _____ at page _____, for the benefit of North Branch Pigeon Creek Mitigaion Bank (The "Deed of Trust."). _____, as trustees, join herein for the sole purpose of subordinating the lien, dignity and priority of the Deed of Trust to this Declaration. North Branch Pigeon Creek Mitigation Bank joins herein for the sole purpose of consenting to the trustee's actions.]

IN WITNESS WHEREOF said GRANTOR has executed this Declaration the day and year first above written.

***[COMPANY OR GOVERNMENT
ENTITY NAME OF GRANTOR, IF
APPLICABLE]***

BY: _____
***[TITLE OF OFFICER OF GRANTOR
ENTITY, OR GRANTOR'S NAME, IF AN
INDIVIDUAL]***

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Declaration the day and year first above written.

GRANTOR:

By: _____

By: _____

Name: _____

Title: _____

WITNESS:

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF _____ :

On _____, before me, a Notary Public for the Commonwealth aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____ known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public
My commission expires:

[SEAL]

EXHIBIT 7A

CONSERVATION EASEMENT PLAT AND LEGAL DESCRIPTION

Description of the property of
Marc Resources, LLC to be conveyed to
First Pennsylvania Resource, LLC;
situated in Somerset Township,
Washington County, Pennsylvania

All the certain tract of land situate in Somerset Township, Washington County, Pennsylvania, as shown on a plan prepared by McTish, Kunkel & Associates, dated January 17, 2013 and last revised February 5, 2013. Said tract of land being more particularly described as follows:

BEGINNING at a point in the center of Young's Road, said point being the northwestern corner of the herein described premises;

THENCE in and along the center of Young's Road, the following eight (8) courses and distances:

- On a line bearing North 83° 20' 24" East, a distance of 88.48 feet, to a point;
- On a line bearing North 79° 34' 47" East, a distance of 135.69 feet, to a point;
- On a line bearing North 81° 06' 26" East, a distance of 194.50 feet, to a point;
- On a line bearing North 73° 43' 38" East, a distance of 174.64 feet, to a point;
- On a line bearing North 64° 18' 33" East, a distance of 106.76 feet, to a point;
- On a line bearing North 61° 16' 04" East, a distance of 147.84 feet, to a point;
- On a line bearing South 85° 42' 44" East, a distance of 73.21 feet, to a point;
- On a line bearing South 62° 53' 56" East, a distance of 153.67 feet, to a point at the intersection of Young's Road and Brownlee Road;

THENCE in and along the center of Brownlee Road, the following three (3) courses and distances:

- On a line bearing North 17° 30' 02" West, a distance of 155.19 feet, to a point;
- On a line bearing North 12° 24' 01" West, a distance of 167.61 feet, to a point;
- On a line bearing North 14° 44' 24" West, a distance of 292.95 feet, to a point;

THENCE leaving the road, along lands now or late of Donald and Olive Barney, on a line bearing South 89° 20' 13" East, passing thru an iron pipe at a distance of 26.62 feet from the last described point, a distance of 99.18 feet, to a point;

THENCE along the same, on a line bearing North 25° 09' 55" East, a distance of 183.98 feet, to a point, said point being located South 25° 09' 55" West 14.80 feet from an iron pipe;

THENCE along lands now or late of W. Gail Leyda, Carol Rowland and Kayann Davidoff, the following three (3) courses and distances:

- On a line bearing South 22° 46' 39" East, a distance of 579.47 feet, to a point;
- On a line bearing South 36° 00' 39" East, a distance of 396.00 feet, to a point;
- On a line bearing South 32° 50' 01" East, a distance of 677.50 feet, to a point;

THENCE along lands now or late of Heather & Aaron Cushey, on a line bearing South 48° 49' 36" West, a distance of 260.70 feet, to a point in the center of Brownlee Road;

THENCE in and along the center of Brownlee Road, on a line bearing South 51° 10' 24" East, a distance of 161.38 feet, to a point;

THENCE along lands now or late of Richard and Madeline Noci, on a line bearing South 37° 28' 51" West, a distance of 549.17 feet to an iron pipe;

THENCE along lands now or late of John and Virginia Hamilton, Charles Rush, Charles Rush and Donna Riley, Charles and Donna Rush, Larry Naylor, and Walter Canteral, on a line bearing South 69° 47' 16" West, a distance of 1,206.98 feet, to a point;

THENCE along lands now or late of Melvin Worthington, on a line bearing North 05° 28' 33" East, a distance of 367.17 feet, to a wooden fence post;

THENCE along lands now or late of Albert and Nicole Michelle Thomas, and Val and Shirley Nicoll, on a line bearing North 15° 47' 31" West, a distance of 1,317.94 feet to a point in the center of Young's Road, said point being the **POINT OF BEGINNING**.

CONTAINING 56.08 acres of land.

All bearings herein being based upon the Pennsylvania State Plane Coordinate System, South Zone, U.S. Feet, NAD 83, as derived from Global Positioning System survey performed by McTish, Kunkel, & Associates in December 2012.

BEING the same premises Marlyn Jean Wright and Jack Wright granted and conveyed to Marc Resources, LLC, by deed dated April 19, 2012, as recorded in the records of the Washington County Recorder of Deeds in Instrument # 201211380.



Scott R. Reeser
Registered Professional Land Surveyor
PA Registration No. SU075208



Feb. 5, 2013
Date

EXHIBIT 7B
MITIGATION WORK PLAN

REFER TO EXHIBIT 5

EXHIBIT 8

PERFORMANCE BOND

Mitigation Bank Performance Bond

Bond No. _____

Penal Sum: \$ 517,333.00

Know All Men By These Presents,

That we, **First Pennsylvania Resource, LLC of 380 Southpointe Blvd., Suite 405 Canonsburg, PA 15317** (hereinafter called the Principal), as Principal, and **RLI Insurance Company** with an office at **8 Greenway Plaza, Suite 400 Houston, TX 77046**, a corporation duly organized under the laws of the State of Illinois (hereinafter called the "Surety"), as Surety, are held and firmly bound unto either, as evidenced by the signature below, the Pennsylvania Department of Environmental Protection (PADEP) of 400 Market Street Harrisburg, PA 7101 or the US Army Corps of Engineers (USACE) of 1000 Liberty Avenue Pittsburgh, PA 15222-4186 (hereinafter called the "Obligee"), as Obligee, up to the maximum penal sum of five hundred seventeen thousand three hundred thirty three and 0/100 Dollars (\$517,333.00) (hereinafter called the "Maximum Penal Sum"), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into the PSUMBI with the Obligee, dated the ____ day of ____, 2013, which includes the Mitigation Site Plan for North Branch Pigeon Creek Mitigation Bank (the "Mitigation Bank Site") to ensure that aquatic resources will be restored or established on the Mitigation Bank Site, which PSUMBI and Mitigation Site Plan are hereby referred to and made a part hereof as if fully set forth herein.

WHEREAS, the Principal has applied for Permits for such activities from the U.S. Army Corps of Engineers (USACE) and/or the Pennsylvania Department of Environmental Protection (PADEP) to insure full compliance with all the terms and conditions of US Department of Army Permit _____ and/or PADEP Permit _____ (Permits).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that this bond will not be released in whole or in part until the Principal receives written verification from the IRT that the conditions for release in PSUMBI and Mitigation Site Plan and Permits have been met. If the above bounden Principal shall complete construction of the Mitigation Bank Site and meet the final Performance Standards as defined in PSUMBI and Mitigation Site Plan, including any amendments, and received acknowledgment of such from the IRT, then this obligation shall be null and void; otherwise shall remain in full force and effect, subject, however, to the following conditions:

- 1) Upon successful completion of construction and approval of an as-built report, the Penal Sum shall be reduced by thirty percent (30%).
- 2) Obligee will issue a full and final release of this Bond when i) the final Performance Standards, as defined in PSUMBI, are met, or ii) other security, in the amount of and