



Consol Pennsylvania Coal Co.
1525 Pleasant Grove Road
P.O. Box J
Claysville, PA 15323

phone: 724-663-3034
fax: 724-663-3067

September 1, 2004

Scott A. Hans
Chief, Regulatory Branch
Department of the Army
Pittsburgh District, Corps of Engineers
William S. Moorhead Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222-4186

RE: Bailey Mine Complex
Dept. of the Army Permit No. 200200371

Dear Sir:

In accordance with a special condition of the referenced permit enclosed please find a Conservation Easement Agreement between Consol Pennsylvania Coal Company and the Washington County Conservation District for the preservation of 4.86 acres of existing wetland. Additional wetland enhancement in accordance with approved plans will be implemented at these sites as soon as practical.

If you require any additional information pertaining to this agreement please contact my office at CONSOL (724) 663-3034.

Sincerely,

A handwritten signature in cursive script that reads 'Edward Suter'.

Edward Suter
Project Consultant

cc: J. Pachter
T. Shumaker
M. Stanley

Christy
rec'd
9/3/04
h



DEED AND AGREEMENT OF CONSERVATION EASEMENT

This Deed and Agreement of Conservation Easement is made this 25th day of MAY, 2004, by and between CONSOL PENNSYLVANIA COAL COMPANY, a corporation, 1800 Washington Road, Pittsburgh, Pennsylvania 15241 (the "Grantor"), and WASHINGTON COUNTY CONSERVATION DISTRICT, a public body corporate and politic, (the "Grantee"), having an address at 100 West Beau Street, Suite 602, Washington, Pennsylvania 15301.

WHEREAS, the Grantor is the owner in fee of three certain tracts of real property situated in Washington County, Pennsylvania, which is more particularly identified and described on Exhibit "A", Exhibit "A.1", Exhibit "B", Exhibit "B.1", Exhibit "C", and Exhibit "C.1", attached hereto; and

WHEREAS, the Grantor has proposed to construct a certain coal refuse disposal expansion project on certain other real property situated in Richhill Township and Gray Township, Greene County, Pennsylvania, which project may have certain environmental impacts to certain wetlands and streams located on said real property thereby requiring Grantor to obtain a permit from the Department of the Army allowing said areas to be impacted by said project; and

WHEREAS, on or about December 3, 2003, the Department of the Army issued to Grantor Department of the Army Permit No. 200200371 allowing said areas to be disturbed by the coal refuse expansion project provided, however, that Grantor creates and imposes a conservation easement for the preservation of 4.86 acres of existing wetland currently situated on the properties identified by the three (3) descriptions attached hereto, fully incorporated herein by reference thereto, and identified as Exhibit "A", Exhibit "A.1", Exhibit "B", Exhibit "B.1", Exhibit "C", and Exhibit "C.1", respectively, (together the "Property"); and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect the conservation values of the Property.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree as follows:

- 1. Grant of Easement: Grantor hereby grants and conveys to Grantee, its successors and assigns, an estate, interest, easement and servitude in and to the Property of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon the Property, which estate, interest, easement and servitude will result from the covenants and restrictions set forth herein and hereby imposed upon the use of the Property by Grantor, and, to that end and for the purpose of accomplishing the intent of the parties hereto, the Grantor covenants on behalf of himself, his heirs, successors and assigns with the Grantee, its successors and assigns, to do and refrain from doing, severally and collectively, upon the Property, the

FOR MAP SEE

DEED MAP BOOK 14 PAGE 436-437-438-439-440-441-442-443

various acts hereinafter described, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, is and will be for the benefit of Grantee.

2. Term of Easement: The easement granted hereunder shall be perpetual and shall have no expiration date, except as set forth in ¶10 hereinbelow set forth.

3. Conservation Values: The Property contains three wetlands known as the Rocky Run Wetland A, Rocky Run Wetland B, and Templeton Fork Wetland as identified in the said Department of the Army Permit. Said wetlands are important in the protection of the existing ecology of the area. The specific conservation values of the Property have been documented in a natural resource inventory signed by the Grantor and the Grantee. This "Baseline Documentation Report", attached hereto as Exhibit "D" and incorporated by reference herein, may consist of any and all maps, reports, photographs, descriptions of prominent vegetation, land use history and distinct natural features characterizing the Property at the time of the grant and is intended to serve as an objective information-baseline for monitoring compliance with the terms of this grant. The parties acknowledge that this Baseline Documentation Report is an accurate representation of the Property at the time of this grant. As used herein, the term "Wetland(s)" (whether capitalized or not) shall be as presently defined in the federal regulations applicable to the aforesaid Army Permit No. 200200371.

4. Prohibited Actions: Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement or detrimental to the conservation values expressed herein is expressly prohibited. By way of example, and not of limitation, the following activities and uses are explicitly prohibited:

- a. Construction: The placement or construction of any man-made modifications such as buildings and parking lots having a materially adverse impact on the Wetland(s) is prohibited;
- b. Cutting Vegetation: Any ground cover or vegetation destroying by means of herbicides or pesticides is prohibited;
- c. Land Surface Alteration: The removal of soil, sand, gravel, rock, minerals or other materials from the Property is prohibited;
- d. Dumping: Waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Property;
- e. Water Courses: Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered;
- f. Other Activities: Each and every other activity or construction project which might have a materially adverse impact on the Wetlands on the Property shall be prohibited.

5. Rights of Grantee: The Grantor confers the following rights upon the Grantee to perpetually maintain the conservation values of the Property:

- a. Right to Enter: The Grantee has the right to enter the Property at reasonable times to monitor or to enforce compliance with this Conservation Easement; provided that such entry shall be upon prior reasonable notice to Grantor. The Grantee may not, however, unreasonably interfere with the Grantor's use and quiet enjoyment of the Property. The Grantee has no right to permit others to enter the Property. The general public is not granted access to the Property under this Conservation Easement.
 - b. Right to Notify: The Grantee shall have the right and obligation to notify the Department of the Army and the Pennsylvania Department of Environmental Protection of any actual or perceived violation of state or federal wetlands regulations applicable to said Department of the Army Permit.
 - c. Signs: The Grantee shall have the right to place signs on the Property which identify the land as being protected by this Conservation Easement. The number and content of any such signs are subject to the Grantor's prior approval.
6. Permitted Uses: Grantor reserves to itself, and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:
- a. Right to Convey: The Grantor retains the right to sell, mortgage, bequeath, donate or otherwise convey the Property. Any conveyance shall remain subject to the terms and conditions of this Conservation Easement and the subsequent interest holder shall be bound by the terms and conditions hereof.
 - b. Right to Maintain: The Grantor retains the right to maintain, renovate and replace any existing structure(s), if any, on the Property as noted in the Baseline Documentation Report, in substantially the same location and size. Any expansion or replacement may not substantially alter the character or function of the structure, and requires the Grantee's prior written approval.
 - c. Right to Access: The Grantor shall retain the right of unimpeded access to and through the Property.
 - d. Right to Conduct Mining-Related Activities: Grantor hereby retains the right to conduct such mining-related activities for which Grantor now holds or hereafter obtains valid permission from the applicable governmental agency(s) or which otherwise may be or permitted by applicable decree, order or other determination.

7. Grantee's Remedies: In the event of a breach or perceived breach of this Conservation Easement, the Grantee shall have the following remedies and shall be subject to the following limitations:

- a. Delay in Enforcement: A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Conservation Easement.
- b. Acts Beyond Grantor's Control: The Grantee may not bring an action against the Grantor for modifications occurring to the Property which result from causes beyond the Grantor's control. Examples include, without limitation: unintentional fires, storms, natural earth movement, trespassers or the Grantor's well-intentioned actions in response to an emergency which result in changes to the Property. The Grantor has no responsibility under this Conservation Easement for such unintended modifications. The Grantee may, however, bring an action against another party for modifications that impair the conservation values identified in this Conservation Easement.
- c. Notice: If the Grantee determines that the Grantor is or may be in violation of this Conservation Easement, or that a violation is threatened, the Grantee shall provide written notice to the Grantor and to the Department of the Army and to the Pennsylvania Department of Environmental Protection. The written notice shall identify the violation or perceived violation.
- d. Enforcement Responsibility: At such time as Grantee reports a violation or perceived violation of the state and federal wetlands regulations applicable to said Department of the Army Permit, Grantee shall have no further enforcement responsibilities in that enforcement of the applicable wetlands regulations is currently vested with the Department of the Army and/or Pennsylvania Department of Environmental Protection.

8. Ownership Costs and Liabilities: In accepting this Conservation Easement, the Grantee shall have no liability or other obligation for costs, liabilities, taxes or insurance of any kind related to the Property. The Grantee and its trustees, officers, employees, agents and members have no liability arising from injury or death to any person or from physical damage to any other property located on the Property or otherwise. The Grantor agrees to defend the Grantee against such claims and to indemnify the Grantee against all costs and liabilities relating to such claims during the tenure of the Grantor's ownership of the Property. The Grantor is responsible for posting the Property's boundaries and for discouraging any form of trespass that may occur.

9. Cessation of Existence: If the Grantee shall cease to be authorized to acquire and hold conservation easements, then this Conservation Easement shall become vested in another qualified entity that is eligible to acquire and hold a conservation easement under Pennsylvania law, upon the mutual consent of Grantor and the Department of the Army.

10. Termination: This Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain, or by a determination by the Department of the Army that the Conservation Easement is no longer needed or required.

- a. Unexpected Change in Conditions: If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings.
- b. Eminent Domain: If the Property is taken, in whole or in part, by power of eminent domain, then the Grantee will be entitled to compensation in accordance with applicable laws and in proportion to the Grantee's interest in the Property at the effective date of this Conservation Easement.
- c. Determination by Department of the Army: In the event that the Department of the Army hereafter determines that the Conservation Easement set forth in the within document is no longer needed or required and documentation of same is provided to Grantor, Grantor may provide said documentation to Grantee whereupon this easement agreement shall immediately and automatically expire upon receipt by Grantee of such Department of the Army documentation.

11. Recordation: Grantee shall record this instrument in a timely fashion in the official records of Washington County, Pennsylvania, and may re-record it at any time as may be required to preserve its rights in this Easement.

12. Assignment: This Conservation Easement is transferable, but Grantee may assign its rights and obligations hereunder only to an organization or entity that is qualified to hold conservation easements under Pennsylvania law, and any applicable federal tax law, at the time of transfer. As a condition of such transfer, the Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

13. Liberal Construction: This Conservation Easement shall be liberally construed in favor of maintaining the conservation values of the Property. The section headings and subheadings identified herein are for reference purposes only and shall not be used to interpret the meaning of any provision hereof.

14. Notices: For purposes of this Conservation Easement, notices may be provided to either party, by personal delivery or by mailing a written notice to that party at the address shown at the outset of this agreement, or at the last known address of a party, by first class mail, postage prepaid. Delivery will be complete upon actual receipt of the notice by the intended recipient.

15. Severability: If any portion of this Conservation Easement is determined to be invalid or unenforceable, the remaining provisions of this agreement will remain in full force and effect.

16. Subsequent Transfers: This Conservation Easement shall be a covenant running with the land and shall constitute a burden on the Property and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of the Property shall be bound to all provisions of this Conservation Easement to the same extent as the current parties. Grantor shall incorporate the terms of this Conservation Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer.

17. Termination of Rights and Obligations: A party's future rights and obligations under this Conservation Easement shall terminate upon the transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to transfer shall survive any such transfer.

18. Applicable Law: This agreement shall be governed by, and construed in accordance with the substantive law of the Commonwealth of Pennsylvania, irrespective of its conflicts of laws rules.

19. Entire Agreement: This Conservation Easement, together with the Baseline Documentation Report, sets forth the entire agreement of the parties and supersedes all prior discussions and understandings.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands on the day and year first above written.

WITNESS:

John M. Young

CONSOL PENNSYLVANIA COAL
COMPANY

By: *Walter J. Scheller*
Name: WALTER J. SCHELLER
Title: VICE PRESIDENT

Gary Stekum

WASHINGTON COUNTY
CONSERVATION DISTRICT

By: *Gary Stekum*
Name: Gary Stekum
Title: DISTRICT MANAGER

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF ALLEGHENY)

On this 25th day of MAY, 2004, before me, the undersigned officer, personally appeared WALTER J. SCHEUER, who acknowledged him/herself to be **VICE PRESIDENT** of CONSOL PENNSYLVANIA COAL COMPANY, a Corporation, and that he/she, as such **VICE PRESIDENT**, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, in the capacity therein stated, by him/herself as **VICE PRESIDENT**.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jane M. Young, Notary Public
Upper St. Clair Twp., Allegheny County
My Commission Expires June 20, 2005
Member, Pennsylvania Association of Notaries

Jane M. Young
Notary Public
My Commission Expires: JUNE 20, 2005

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF)

On this 16 day of AUGUST, 2004, before me, the undersigned officer, personally appeared GARY STOKUM, who acknowledged him/herself to be **DISTRICT MANAGER** of WASHINGTON COUNTY CONSERVATION DISTRICT, a Corporation, and that he/she, as such **DISTRICT MANAGER**, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, in the capacity therein stated, by him/herself as **DISTRICT MANAGER**.

In Witness Whereof, I hereunto set my hand and official seal.

J. Lynn DeHaven
Notary Public
My Commission Expires: JUNE 1, 2008

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
J. Lynn DeHaven, Notary Public
City Of Washington, Washington County
My Commission Expires June 1, 2008
Member, Pennsylvania Association of Notaries

EDKINS SURVEYING
REGISTERED SURVEYORS

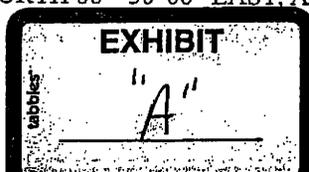
Phone 412/221-2848
Fax 412/221-0383

100 Union Street
Bridgeville, Pa. 15017

JANUARY 07, 2004

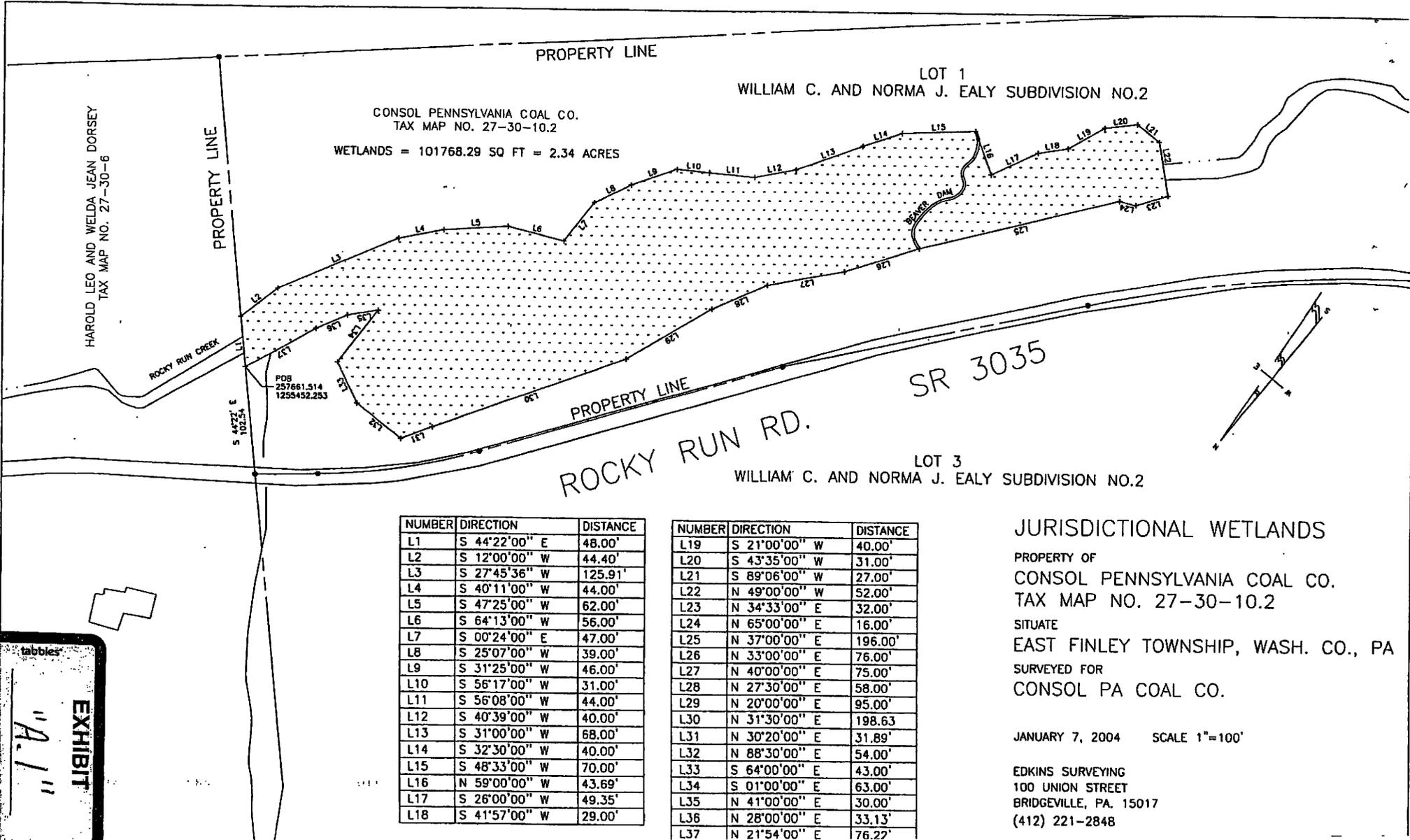
DESCRIPTION OF EXISTING JURISDICTIONAL WETLANDS LOCATED SOUTH OF ROCK Y RUN ROAD, SR. 3035 AND APPROXIMATELY 600 FEET WEST OF NEWLAND SCHOOL ROAD, T-450 ENTIRELY WITHIN LOT 1 IN THE WILLIAM C. AND NORMA J. EALY SUBDIVISION NO. 2 BEING PRESENTLY OWNED BY CONSOL PENNSYLVANIA COAL CO., TAX MAP NO. 27-30-10.2, EAST FINLEY TOWNSHIP, WASHINGTON COUNTY, PENNSYLVANIA BEING LOCATED AS FOLLOWS:

BEGINNING AT A POINT ON THE PROPERTY LINE BETWEEN LOT 1 IN THE WILLIAM C. AND NORMA J. EALY SUBDIVISION NO. 2 PRESENTLY OWNED BY CONSOL PENNSYLVANIA COAL CO., TAX MAP NO. 27-30-10.2 AND PROPERTY OF NOW OR FORMERLY HAROLD LEO AND WELDA JEAN DORSEY, TAX MAP NO. 27-30-06, SAID PLACE OF BEGINNING BEING LOCATED ALONG SAID LINE DIVIDING LOT 1 IN THE WILLIAM C. AND NORMA JEAN EALY SUBDIVISION NO. 2 AND SAID HAROLD LEO AND WELDA JEAN DORSEY, TAX MAP NO. 27-30-06, SOUTH 44° 22' EAST, A DISTANCE OF 102.54 FEET FROM A POINT IN OR NEAR THE CENTER OF ROCK Y RUN ROAD, SR. 3035 AT THE DIVIDING LINE BETWEEN LOT 1 AND LOT 3 IN THE SAID WILLIAM C. AND NORMA J. EALY SUBDIVISION NO. 2; THENCE CONTINUING ALONG THE ABOVE DESCRIBED PROPERTY LINE SOUTH 44° 22' EAST, A DISTANCE OF 48.00 FEET TO A POINT; THENCE BY A LINE ESTABLISHED AS THE LIMITS OF THE JURISDICTIONAL WETLANDS EXISTING ENTIRELY WITHIN SAID LOT 1 IN THE WILLIAM C. AND NORMA J. EALY SUBDIVISION NO. 2, TAX MAP NO. 27-30-10.2 THE FOLLOWING THIRTY SIX COURSES AND DISTANCES, FIRST, SOUTH 12.° WEST, A DISTANCE OF 44.40 FEET TO A POINT; THENCE SOUTH 27° 45' 36" WEST, A DISTANCE OF 125.91 FEET TO A POINT; THENCE SOUTH 40° 11' 00" WEST, A DISTANCE OF 44.00 FEET TO A POINT; THENCE SOUTH 47° 25' 00" WEST, A DISTANCE OF 62.00 FEET TO A POINT; THENCE SOUTH 64° 13' 00" WEST, A DISTANCE OF 56.00 FEET TO A POINT; THENCE SOUTH 00° 24' 00" EAST, A DISTANCE OF 47.00 FEET TO A POINT; THENCE SOUTH 25° 07' 00" WEST, A DISTANCE OF 39.00 FEET TO A POINT; THENCE SOUTH 31° 25' 00" WEST A DISTANCE OF 46.00 FEET TO A POINT; THENCE SOUTH 56° 17' 00" WEST, A DISTANCE OF 31.00 FEET TO A POINT; THENCE SOUTH 56° 08' 00" WEST, A DISTANCE OF 44.00 FEET TO A POINT; THENCE SOUTH 44° 39' 00" WEST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 31° 00' 00" WEST, A DISTANCE OF 68.00 FEET TO A POINT; THENCE SOUTH 32° 30' 00" WEST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 48° 33' 00" WEST, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH 59° 00' 00" WEST, A DISTANCE OF 43.69 FEET TO A POINT; THENCE SOUTH 26° 00' 00" WEST, A DISTANCE OF 49.35 FEET TO A POINT; THENCE SOUTH 41° 57' 00" WEST, A DISTANCE OF 29.00 FEET TO A POINT; THENCE SOUTH 21° 00' 00" WEST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 43° 35' 00" WEST, A DISTANCE OF 31.00 FEET TO A POINT; THENCE SOUTH 89° 06' 00" WEST, A DISTANCE OF 27.00 FEET TO A POINT; THENCE NORTH 49.° 00' 00" WEST, A DISTANCE OF 52.00 FEET TO A POINT; THENCE NORTH 34° 33' 00" EAST, A DISTANCE OF 32.00 FEET TO A POINT; THENCE NORTH 65° 00' 00" EAST, A DISTANCE OF 16.00 FEET TO A POINT; THENCE NORTH 37° 00' 00" EAST, A DISTANCE OF 196.00 FEET TO A POINT; THENCE NORTH 33° 00' 00" EAST, A DISTANCE 76.00 FEET TO A POINT; THENCE NORTH 40° 00' 00" EAST, A DISTANCE OF 75.00 FEET TO A POINT; THENCE NORTH 27° 30' 00" EAST, A DISTANCE OF 58.00 FEET TO A POINT; THENCE NORTH 20° 00' 00" EAST, A DISTANCE OF 95.00 FEET TO A POINT; THENCE NORTH 31° 30' 00" EAST, A DISTANCE OF 198.63 FEET TO A POINT; THENCE NORTH 30° 20' 00" EAST, A DISTANCE OF 31.89 FEET TO A POINT; THENCE NORTH 88° 30' 00" EAST, A DISTANCE OF 54.00 FEET TO A



POINT; THENCE SOUTH 64 ° 00' 00" EAST, A DISTANCE OF 43.00 FEET TO A POINT; THENCE SOUTH 01, 00' 00" EAST, A DISTANCE OF 63.00 FEET TO A POINT; THENCE NORTH 41 ° 00' 00" EAST, A DISTANCE OF 30.00 FEET TO A POINT; THENCE NORTH 28 ° 00' 00" EAST, A DISTANCE OF 33.13 FEET TO A POINT; THENCE NORTH 21 ° 54' 00" EAST, A DISTANCE OF 76.22 FEET TO A POINT AT THE PLACE OF BEGINNING.

AREA OF WETLANDS = 2.34 ACRES.



NUMBER	DIRECTION	DISTANCE
L1	S 44°22'00" E	48.00'
L2	S 12°00'00" W	44.40'
L3	S 27°45'36" W	125.91'
L4	S 40°11'00" W	44.00'
L5	S 47°25'00" W	62.00'
L6	S 64°13'00" W	56.00'
L7	S 00°24'00" E	47.00'
L8	S 25°07'00" W	39.00'
L9	S 31°25'00" W	46.00'
L10	S 56°17'00" W	31.00'
L11	S 56°08'00" W	44.00'
L12	S 40°39'00" W	40.00'
L13	S 31°00'00" W	68.00'
L14	S 32°30'00" W	40.00'
L15	S 48°33'00" W	70.00'
L16	N 59°00'00" W	43.69'
L17	S 26°00'00" W	49.35'
L18	S 41°57'00" W	29.00'

NUMBER	DIRECTION	DISTANCE
L19	S 21°00'00" W	40.00'
L20	S 43°35'00" W	31.00'
L21	S 89°06'00" W	27.00'
L22	N 49°00'00" W	52.00'
L23	N 34°33'00" E	32.00'
L24	N 65°00'00" E	16.00'
L25	N 37°00'00" E	196.00'
L26	N 33°00'00" E	76.00'
L27	N 40°00'00" E	75.00'
L28	N 27°30'00" E	58.00'
L29	N 20°00'00" E	95.00'
L30	N 31°30'00" E	198.63'
L31	N 30°20'00" E	31.89'
L32	N 88°30'00" E	54.00'
L33	S 64°00'00" E	43.00'
L34	S 01°00'00" E	63.00'
L35	N 41°00'00" E	30.00'
L36	N 28°00'00" E	33.13'
L37	N 21°54'00" E	76.22'

JURISDICTIONAL WETLANDS

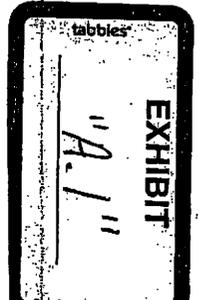
PROPERTY OF
CONSOL PENNSYLVANIA COAL CO.
TAX MAP NO. 27-30-10.2

SITUATE
EAST FINLEY TOWNSHIP, WASH. CO., PA

SURVEYED FOR
CONSOL PA COAL CO.

JANUARY 7, 2004 SCALE 1"=100'

EDKINS SURVEYING
100 UNION STREET
BRIDGEVILLE, PA. 15017
(412) 221-2848



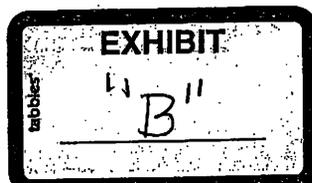
EDKINS SURVEYING
REGISTERED SURVEYORS

Phone 412/221-2848
Fax 412/221-0383

100 Union Street
Bridgeville, Pa. 15017

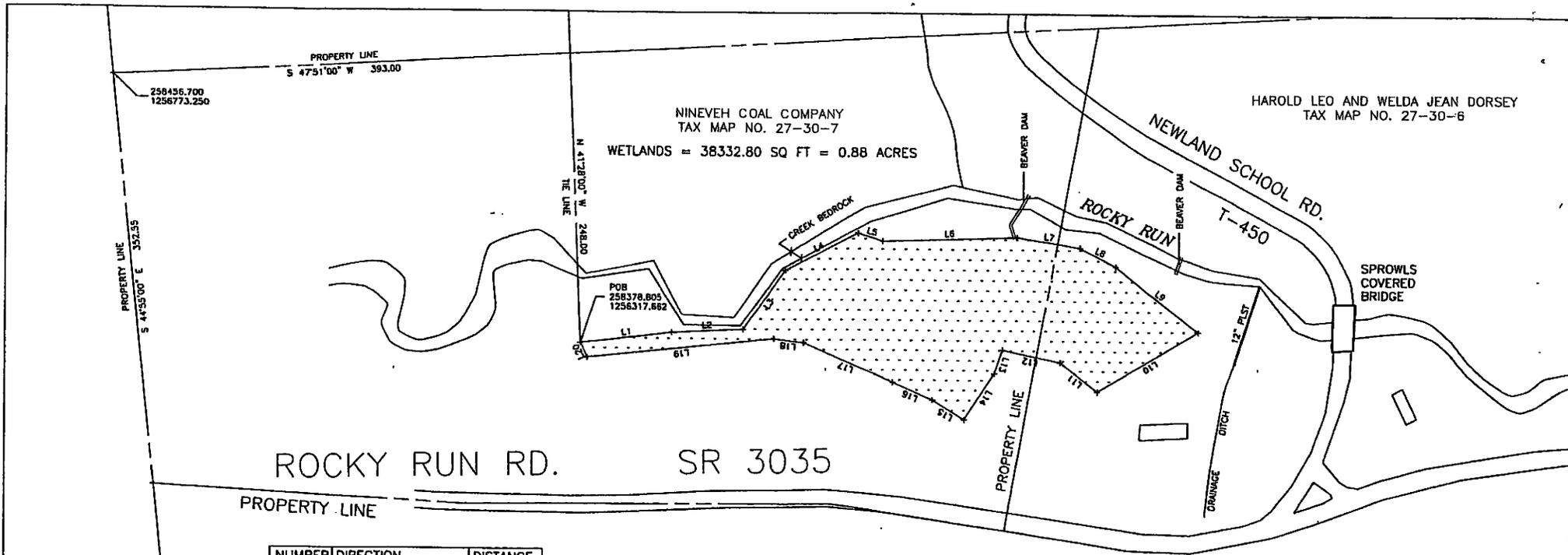
DESCRIPTION OF EXISTING JURISDICTIONAL WETLANDS LOCATED SOUTH OF ROCKY RUN ROAD, SR. 3035 AND EAST OF NEWLAND SCHOOL ROAD, T-450 ON PROPERTY OF NINEVEH COAL COMPANY, TAX MAP NO. 27-30-07 AND PROPERTY OF NOW OR FORMERLY HAROLD LEO AND WELDA JEAN DORSEY, TAX MAP NO. 27-30-06, EAST FINLEY TOWNSHIP, WASHINGTON COUNTY, PENNSYLVANIA BEING LOCATED AS FOLLOWS:

BEGINNING AT A POINT LOCATED APPROXIMATELY IN THE CENTER OF PROPERTY OF NINEVEH COAL COMPANY, TAX MAP NO. 27-30-07, SAID PLACE OF BEGINNING BEING LOCATED THE FOLLOWING THREE COURSES AND DISTANCES FROM A POINT IN THE CENTER OF ROCKY RUN ROAD, SR 3035 ON THE PROPERTY LINE BETWEEN SAID NINEVEH COAL COMPANY, TAX MAP NO. 27-30-07 AND PROPERTY OF NOW OR FORMERLY HAROLD LEO AND WELDA JEAN DORSEY, TAX MAP NO. 27-30-06; THENCE FROM SAID PLACE OF BEGINNING BY THE EASTERLY PROPERTY LINE OF SAID NINEVEH COAL CO, SOUTH 44° 55' EAST, A DISTANCE OF 352.55 FEET TO A POINT; THENCE CONTINUING BY THE SOUTHERLY PROPERTY LINE OF SAID NINEVEH COAL CO., TAX MAP 27-30-07, SOUTH 47° 51' WEST, A DISTANCE OF 393.00 FEET TO A POINT; THENCE BY A LINE IN AND THROUGH SAID PROPERTY OF NINEVEH COAL CO., NORTH 41° 28' WEST, A DISTANCE OF 248.00 TO A POINT AT THE TRUE PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING BY A LINE ESTABLISHED AS THE LIMITS OF THE JURISDICTIONAL WETLANDS EXISTING ON LANDS OF NINEVEH COAL CO., TAX MAP 27-30-07 AND HAROLD LEO AND WELDA JEAN DORSEY, TAX MAP NO. 27-30-06 THE FOLLOWING TWENTY COURSES AND DISTANCES, FIRST SOUTH 44° 08' WEST, A DISTANCE OF 79.00 FEET TO A POINT; THENCE SOUTH 48° 00' 00" WEST, A DISTANCE OF 62.00 FEET TO A POINT; THENCE SOUTH 03° 00' 00" EAST, A DISTANCE OF 63.00 FEET TO A POINT; THENCE SOUTH 24° 00' 00" WEST, A DISTANCE OF 70.00 FEET TO A POINT; THENCE SOUTH 68° 00' 00" WEST, A DISTANCE OF 22.00 FEET TO A POINT; THENCE SOUTH 49° 00' 00" WEST, A DISTANCE OF 115.00 FEET TO A POINT; THENCE SOUTH 60° 00' 00" WEST, A DISTANCE OF 55.00 FEET TO A POINT; THENCE SOUTH 77° 00' 00" WEST, A DISTANCE OF 35.00 FEET TO A POINT; THENCE SOUTH 89° 00' 00" WEST, A DISTANCE OF 91.00 FEET TO A POINT; THENCE NORTH 20° 00' 00" EAST, A DISTANCE OF 102.00 FEET TO A POINT; THENCE NORTH 89° 00' 00" EAST, A DISTANCE OF 41.00 FEET TO A POINT; THENCE NORTH 63° 00' 00" EAST, A DISTANCE OF 51.00 FEET TO A POINT; THENCE NORTH 21° 00' 00" WEST, A DISTANCE OF 22.00 FEET TO A POINT; THENCE NORTH 06° 00' 00" WEST, A DISTANCE OF 47.00 FEET TO A POINT; THENCE NORTH 82° 00' 00" EAST, A DISTANCE OF 32.00 FEET TO A POINT; THENCE NORTH 75° 00' 00" EAST, A DISTANCE OF 37.00 FEET TO A



POINT; THENCE NORTH 75° 00' 00" EAST, A DISTANCE OF 84.00 FEET TO A POINT; THENCE NORTH 58° 00' 00" EAST, A DISTANCE OF 26.00 FEET TO A POINT; THENCE NORTH 44° 50' 00" EAST, A DISTANCE OF 162.74 FEET TO A POINT; THENCE SOUTH 63° 00' 00" EAST, A DISTANCE OF 13.79 FEET TO A POINT AT THE PLACE OF BEGINNING.

AREA OF WETLANDS = 0.88 ACRES.



NUMBER	DIRECTION	DISTANCE
L1	S 44°08'00" W	79.00'
L2	S 48°00'00" W	62.00'
L3	S 03°00'00" E	63.00'
L4	S 24°00'00" W	70.00'
L5	S 68°00'00" W	22.00'
L6	S 49°00'00" W	115.00'
L7	S 60°00'00" W	55.00'
L8	S 77°00'00" W	35.00'
L9	S 89°00'00" W	91.00'
L10	N 20°00'00" E	102.00'
L11	N 89°00'00" E	41.00'
L12	N 63°00'00" E	51.00'
L13	N 21°00'00" W	22.00'
L14	N 06°00'00" W	47.00'
L15	N 82°00'00" E	32.00'
L16	N 75°00'00" E	37.00'
L17	N 75°00'00" E	84.00'
L18	N 58°00'00" E	26.00'
L19	N 44°50'00" E	162.74'
L20	S 63°00'00" E	13.79'

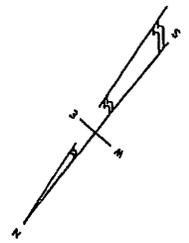
HAROLD LEO AND WELDA JEAN DORSEY
TAX MAP NO. 27-30-6

JURISDICTIONAL WETLANDS

PROPERTY OF
NINEVEH COAL COMPANY
TAX MAP NO. 27-30-7
SITUATE
EAST FINLEY TOWNSHIP, WASH. CO., PA
SURVEYED FOR
CONSOL PA COAL CO.

JANUARY 7, 2004 SCALE 1"=100'

EDKINS SURVEYING
100 UNION STREET
BRIDGEVILLE, PA. 15017
(412) 221-2848



tabbles
EXHIBIT
"B.1"

484.56
3.00
S 44°35'00" E

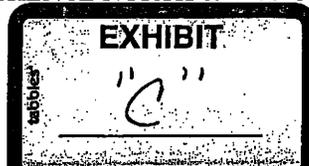
EDKINS SURVEYING
REGISTERED SURVEYORS

Phone 412/221-2848
Fax 412/221-0383
JANUARY 07, 2004

100 Union Street
Bridgeville, Pa. 15017

DESCRIPTION OF EXISTING JURISDICTIONAL WETLANDS LOCATED ON THE EASTERLY SIDE OF MILLER CREEK ROAD, T-414 AND NORTH OF JACKSON ROAD T-448 ALONG TEMPLETON FORK CREEK ENTIRELY WITHIN THE PROPERTY OF NINEVEH COAL COMPANY, TAX MAP 68-19-13, BEING TWO AREAS "A" AND "B" TOTALING 1.64 ACRES OF WETLANDS AND LOCATED IN WEST FINLEY TOWNSHIP, WASHINGTON COUNTY, PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE PROPERTY LINE BETWEEN NINEVEH COAL COMPANY, TAX MAP NO. 68-19-13 AND PROPERTY OF NOW OR FORMERLY ROBERT P. AND SHERRY G. CANTARAL, TAX MAP NO. 68-19-12, SAID PLACE OF BEGINNING BEING LOCATED ALONG SAID PROPERTY LINE SOUTH 54° 11' 20" EAST, A DISTANCE OF 140.00 FEET FROM THE PROPERTY CORNER COMMON TO SAID NINEVEH COAL COMPANY, TAX MAP NO. 68-19-13 AND OTHER LAND OF NINEVEH COAL COMPANY, TAX MAP 68-19-10 AND ON LINE OF NOW OR FORMERLY ROBERT P. AND SHERRY G. CANTARAL, TAX MAP NO. 68-19-12; THENCE FROM SAID PLACE OF BEGINNING BY A LINE ESTABLISHED AS THE LIMITS OF THE JURISDICTIONAL WETLANDS EXISTING ENTIRELY WITHIN SAID PROPERTY OF NINEVEH COAL COMPANY, TAX MAP NO. 68-19-13 AS AREA "A" AND AREA "B" THE FOLLOWING TOTAL OF FORTY COURSES AND DISTANCES, FIRST, SOUTH 26° EAST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 16° 30' EAST, A DISTANCE OF 28.00 FEET TO A POINT; THENCE SOUTH 64° 00' 00" EAST, A DISTANCE OF 22.00 FEET TO A POINT; THENCE SOUTH 35° 00' 00" EAST, A DISTANCE OF 65.00 FEET TO A POINT; THENCE SOUTH 07° 30' 00" WEST, A DISTANCE OF 82.00 FEET TO A POINT; THENCE SOUTH 78° 20' 00" WEST, A DISTANCE OF 21.00 FEET TO A POINT; THENCE SOUTH 56° 00' 00" WEST, A DISTANCE OF 24.00 FEET TO A POINT; THENCE SOUTH 10° 00' 00" WEST, A DISTANCE OF 30.00 FEET TO POINT; THENCE SOUTH 56° 00' 00" WEST, A DISTANCE OF 36.00 FEET TO A POINT; THENCE SOUTH 17° 00' 00" EAST, A DISTANCE OF 70.00 FEET TO A POINT; THENCE SOUTH 22° 00' 00" EAST, A DISTANCE OF 31.00 FEET TO A POINT; THENCE SOUTH 23° 00' 00" EAST, A DISTANCE OF 28.00 FEET TO A POINT; THENCE SOUTH 61° 00' 00" EAST, A DISTANCE OF 21.00 FEET TO A POINT; THENCE SOUTH 25° 00' 00" WEST, A DISTANCE OF 28.00 FEET TO A POINT; THENCE SOUTH 85° 00' 00" WEST, A DISTANCE OF 39.00 FEET TO A POINT; THENCE SOUTH 05° 00' 00" WEST, A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 66° 00' 00" EAST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 30° 00' 00" WEST, A DISTANCE OF 18.00 FEET TO A POINT; THENCE NORTH 87° 00' 00" WEST, A DISTANCE OF 32.00 FEET TO A POINT; THENCE NORTH 18° 00' 00" WEST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 35° 00' 00" EAST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 85° 00' 00" WEST, A DISTANCE OF 38.00 FEET TO A POINT; THENCE SOUTH 80° 00' 00" WEST, 92.00 FEET TO A POINT; THENCE SOUTH 77° 00' 00" WEST, A DISTANCE OF 46.00 FEET TO A POINT; THENCE NORTH 82° 00' 00" WEST, A DISTANCE OF 47.00 FEET TO A POINT REFERRED TO IN AREA "B" AS THE SOUTH WEST CORNER OF AREA "A"; THENCE CONTINUING BY THE SAID LIMITS OF THE JURISDICTIONAL WETLANDS NORTH 12° 00' 00" WEST, A DISTANCE OF 8.00 FEET TO A POINT; THENCE NORTH 62° 00' 00" EAST, A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 11° 00' 00" EAST, A DISTANCE OF 51.00 FEET TO A POINT; THENCE NORTH 39° 00' 00" EAST, A DISTANCE OF 31.00 FEET TO A POINT; THENCE NORTH 16° 00' 00" EAST, A DISTANCE OF 45.00 FEET TO A POINT; THENCE NORTH 66° 00' 00" EAST, A DISTANCE OF 22.00 FEET TO A POINT; THENCE NORTH 22° 00' 00" EAST, A DISTANCE OF 35.00 FEET TO A POINT; THENCE NORTH 07° 00' 00" EAST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE NORTH 48° 00' 00" EAST, A DISTANCE OF 25.00 FEET TO A POINT; THENCE SOUTH 89° 00' 00" WEST, A DISTANCE OF 54.00 FEET TO A POINT; THENCE NORTH 23° 00' 00" EAST, A DISTANCE OF 58.00 FEET TO A POINT; THENCE NORTH 54° 00' 00" EAST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE NORTH 22° 00' 00" EAST, A DISTANCE OF 77.00 FEET TO A POINT; THENCE NORTH 69° 00' 00" EAST, A DISTANCE OF 34.98



FEET TO A POINT; THENCE NORTH 28 ° 00' 00" EAST, A DISTANCE OF 60.03 FEET TO A POINT AT THE PLACE OF BEGINNING.

AREA OF "A" = 1.6092 ACRES

AREA "B"

JURISDICTIONAL WETLANDS AREA "B" PLACE OF BEGINNING IS LOCATED SOUTH 0 ° 08' EAST, A DISTANCE OF 30.00 FEET FROM THE SOUTHWEST CORNER OF AREA " A" AS DESCRIBED ABOVE; THENCE FROM THE TRUE PLACE OF BEGINNING FOR AREA " B" THE FOLLOWING FIVE COURSES AND DISTANCES, FIRST, SOUTH 88 ° EAST, A DISTANCE OF 27.00 FEET TO A POINT; THENCE SOUTH 48 ° EAST, A DISTANCE OF 33.00 FEET TO A POINT; THENCE SOUTH 3 ° WEST, A DISTANCE OF 16.00 FEET TO A POINT; THENCE NORTH 82 ° WEST, A DISTANCE OF 40.21 FEET TO A POINT; THENCE NORTH 18 ° WEST, A DISTANCE OF 35.13 FEET TO A POINT AT THE PLACE OF BEGINNING.

AREA OF "B" = 0.0308 ACRES.

THE COMBINATION OF AREA " A" AND AREA "B" = 1.64 ACRES.

ROBERT P. AND SHERRY G. CANTARAL
TAX MAP NO. 68-19-12

NINEVEH COAL COMPANY
TAX MAP NO. 68-19-13

AREA "B"
WETLANDS = 1341.65 SQ FT
= 0.0308 ACRES

AREA "A"
WETLANDS = 70096.75 SQ FT = 1.6092 ACRES.

POB AREA "A"
N 252927.124
E 1248301.403

POB AREA "B"
N 252437.699
E 1248069.974

N 253009.04
E 1248187.87

PROPERTY LINE

NINEVEH COAL COMPANY
TAX MAP NO. 68-19-10

NINEVEH COAL COMPANY
TAX MAP NO. 68-19-10

NUMBER	DIRECTION	DISTANCE
L1	S 26°00'00" E	40.00'
L2	S 16°30'00" E	28.00'
L3	S 64°00'00" E	22.00'
L4	S 35°00'00" E	65.00'
L5	S 07°30'00" W	82.00'
L6	S 78°20'00" W	21.00'
L7	S 56°00'00" W	24.00'
L8	S 10°00'00" W	30.00'
L9	S 56°00'00" W	36.00'
L10	S 17°00'00" E	70.00'
L11	S 22°00'00" E	31.00'
L12	S 23°00'00" E	28.00'
L13	S 61°00'00" E	21.00'
L14	S 25°00'00" W	28.00'
L15	S 85°00'00" W	39.00'
L16	S 05°00'00" W	15.00'
L17	S 66°00'00" E	20.00'
L18	S 30°00'00" W	18.00'
L19	N 87°00'00" W	32.00'
L20	N 18°00'00" W	20.00'
L21	N 35°00'00" E	20.00'
L22	S 85°00'00" W	38.00'
L23	S 80°00'00" W	92.00'

NUMBER	DIRECTION	DISTANCE
L24	S 77°00'00" W	46.00'
L25	N 82°00'00" W	47.00'
L26	N 12°00'00" W	8.00'
L27	N 62°00'00" E	50.00'
L28	N 11°00'00" E	51.00'
L29	N 39°00'00" E	31.00'
L30	N 16°00'00" E	45.00'
L31	N 66°00'00" E	22.00'
L32	N 22°00'00" E	35.00'
L33	N 07°00'00" E	40.00'
L34	N 48°00'00" E	25.00'
L35	S 89°00'00" W	54.00'
L36	N 23°00'00" E	58.00'
L37	N 54°00'00" E	40.00'
L38	N 22°00'00" E	77.00'
L39	N 69°00'00" E	34.98'
L40	N 28°00'00" E	60.03'
L41	S 00°08'00" E	30.00'
L42	S 88°00'00" E	27.00'
L43	S 48°00'00" E	33.00'
L44	S 03°00'00" W	16.00'
L45	N 82°00'00" W	40.21'
L46	N 18°00'00" W	35.13'

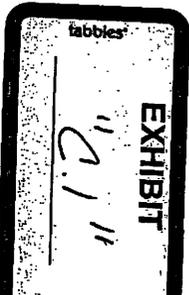
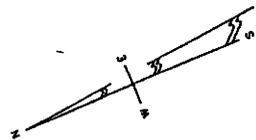
JURISDICTIONAL WETLANDS

PROPERTY OF
NINEVEH COAL COMPANY
TAX MAP NO. 68-19-13
SITUATE
WEST FINLEY TOWNSHIP, WASH. CO., PA
SURVEYED FOR
CONSOL PA COAL CO.

JANUARY 7, 2004 SCALE 1"=100'

EDKINS SURVEYING
100 UNION STREET
BRIDGEVILLE, PA. 15017
(412) 221-2848

C0462568.DWG T-407



BASELINE DOCUMENTATION REPORT



**WETLAND MITIGATION PLAN
FOR
BAILEY MINE COAL REFUSE DISPOSAL AREAS NO. 3 AND NO. 4**

**CONSOL PENNSYLVANIA COAL COMPANY
BAILEY MINE
GREENE COUNTY, PENNSYLVANIA**

CEC Project 221379

April 28, 2003

Civil & Environmental Consultants, Inc.



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APPENDICES

Appendix A - Wetland Mitigation Plans (Drawings 221379WM-D1 through D5)

1.0 INTRODUCTION

Civil & Environmental Consultants, Inc. (CEC) and Dr. Bradford B. Owen, Jr. have prepared this wetland mitigation plan on behalf of Consol Pennsylvania Coal Company (CPCC) for the proposed Bailey Mine Coal Refuse Disposal Areas No. 3 and No. 4 project, located in Richhill and Gray Townships, Greene County, Pennsylvania. The wetland mitigation plan has been prepared to satisfy the mitigation requirements for the Pennsylvania Coal Refuse Disposal Permit, the Pennsylvania Chapter 105 Waterway Obstruction and Encroachment Permit and the Section 404 Department of the Army Permit. This plan identifies mitigation measures to offset unavoidable impacts to 1.37 acres of wetlands that will occur during the construction of the proposed refuse areas.

2.0 SUMMARY OF PROPOSED WETLAND IMPACTS

2.1 EXISTING WETLAND RESOURCES

Typical of southwestern Pennsylvania watersheds, both the proposed coarse coal refuse valley and fine coal refuse (slurry impoundment) valleys have a number of small headwater wetlands associated with the streams in each valley (see Pike and Owen (2001) and Owen et al. (2001) for a detailed description of each wetland). The coarse coal refuse valley (Area No. 4) contains seven wetlands totaling 0.102 acres, while the slurry impoundment valley (Area No. 3) contains 19 wetlands totaling 1.267 acres. Thus, a total of 1.369 acres of wetlands would be impacted by the proposed disposal of coal processing wastes.

The wetlands of the coarse refuse valley are mostly very small streamside or seep wetlands under heavy woodland cover. Most are relatively undisturbed natural wetlands of the sort commonly associated with stream origins and headwater flood plains in southwestern Pennsylvania. These wetlands were dominated by herbaceous plants, although a few individuals of *Lindera benzoin* and *Acer negundo* were found in three wetlands. The highest headwater wetlands were dominated by *Poa trivialis*, *Impatiens capensis* and *Pilea pumila*, while the more downstream wetlands often were dominated by *Carex prasina*. Because of the sizes and headwater placement of these wetlands, they were evaluated as having low potential to provide wetland functions and values, as discussed below.

Wetlands of the slurry impoundment valley range from headwater seeps to wet meadows. Only Wetlands S-1, S-2, and S-3 were not impacted by cattle traffic and grazing. Very few of the slurry impoundment valley wetlands are in a natural state and most were so highly disturbed that it is difficult to judge what the natural vegetation should have been. All of the wetlands were dominated by herbaceous plants and, although trees shaded a number of the wetlands, there was no significant woody component of any of the wetlands. Wetlands at the lower end of the valley were dominated by *Typha latifolia* or wetland grasses and the wetlands farther upstream were dominated by a variety of herbs, ranging from *Poa trivialis* to various species of *Carex* and *Polygonum*, *Mentha piperita* and *Pilea pumila*. Only wetland S-4 was judged to be in a relatively natural state and to have more than very minimal wetland functions and values, as noted below.

2.2 WETLAND IMPACT ASSESSMENT

The proposed construction of the Bailey Mine Refuse Areas No. 3 and No. 4 will require filling 26 small headwater wetlands, totaling approximately 1.37 acres. Descriptions of the individual wetlands are provided elsewhere (Pike and Owen 2001, Owen et al. 2001). The following discussion summarizes the wetland functions and values attributed to the wetlands described in Section 2.1 of this report, which serves as a basis for wetland mitigation planning.

Current methods used to evaluate wetland functions and values tend to stress the importance of use by fish and game species, physical attributes such as wetland contributions to the hydrologic cycle, control of flooding, water quality, and human uses. Three wetland assessment methods currently accepted by many wetland scientists and regulatory authorities include Wetland Evaluation Technique (WET), Environmental Monitoring and Assessment Program (EMAP) methods and the Hydrogeomorphic Method (HGM). The first and probably still the most widely-used assessment method is the WET methodology developed by Adamus et al. (1987). This method of assessment evaluates the wetland functions listed in Table 1. These functions are evaluated in terms of social significance, opportunity, and effectiveness and the technique can be used to evaluate any wetland. WET allows a rapid assessment of wetland functions and values and assesses the suitability of wetland habitat for waterfowl and other water-dependent vertebrates and invertebrates. WET is the technique best suited to provide an analysis of all wetlands in a region of interest, as opposed to both EMAP and HGM, which only allow comparisons within wetland classes. Thus, for the purposes of this wetland assessment, WET functions have been considered (Table 1).

The wetlands to be replaced have minimal functions (Table 1) except for groundwater discharge (many are actual seep areas or are maintained by seeps). Floodflow alteration is not very effective in headwater wetlands as compared to downstream wetlands (Mitch and Gosselink, 1993). None of the wetlands are evaluated as being particularly effective in sediment stabilization or sediment and toxicant retention, as this is more a function of shoreline and floodplain wetlands. Although the wetlands of the slurry valley do receive elevated nutrient inputs from heavy cattle grazing, these wetlands do not appear to be effective at nutrient removal or transformation functions, given their small size, lack of depressional topography and restricted outlets, and minimal residence time for nutrient assimilation. None of the refuse or slurry valley wetlands appear to offer any significant recreation, production export, uniqueness or heritage. The small headwater wetlands of the refuse and slurry valleys have virtually no standing water even in the wettest seasons and thus have little to no aquatic diversity and abundance. There were no signs of mammal or bird wildlife use of these small wetlands.

3.0 WETLAND MITIGATION PLAN

The following narrative describes the proposed wetland mitigation measures, including the mitigation goals, success criteria, and general requirements and specifications for the construction of the created wetland or wetland replacement area (WRA) at Rocky Run Site B. The drawings in Appendix A present the existing conditions at the mitigation site and detailed grading and planting plans and specifications for the WRA (Drawings 221379WM-D1 through D5). These drawings were developed from a conceptual wetland mitigation plan presented previously at meetings with the U.S. Army Corps of Engineers (COE) and Pennsylvania Department of Environmental Protection, McMurray District Office (PADEP).

3.1 MITIGATION REQUIREMENTS

The PADEP has required that the 1.37 acres of wetlands that will be impacted by the project must be replaced by restoring or creating new wetlands of an equal area (i.e., at a 1:1 mitigation ratio). The mitigation plan has been designed to meet this requirement by creating 1.54 acres of new wetlands from non-wetland pasture at Rocky Run Site B.

In addition to the PADEP mitigation requirements, the COE has required that mitigation be provided at a 1.5:1 mitigation ratio (i.e., 2.06 acres). As alternatives to creating 2.06 acres of new wetlands, the COE will accept creation or restoration of new wetlands at a minimum 1:1 ratio, with the balance of the mitigation requirement provided by enhancement of existing wetlands (at a 5:1 ratio) or preservation of existing wetlands (at a 10:1 ratio). CPCC proposes to provide the balance of the COE wetland mitigation acreage as wetland preservation and riparian buffer enhancement at a 10:1 ratio. CPCC will preserve 5.14 acres of subsidence-created wetlands and enhanced riparian buffer at the Rocky Run A, Rocky Run B, and Templeton Fork mitigation sites previously proposed by Owen et al. (2001) and described below in Section 3.4. Table 2 summarizes the mitigation requirements and the type and acreage of mitigation for this project.

3.2 MITIGATION GOALS AND SUCCESS CRITERIA

After assessing the unavoidable environmental impacts associated with a project, establishing mitigation goals is the next step in mitigation planning. These goals serve as a basis for designing the mitigation project. Mitigation success criteria measure the success or failure of the project in meeting the mitigation goals.

3.2.1 Mitigation Goals

The following two mitigation goals are proposed for this project:

1. The proposed loss of approximately 1.37 acres of wetlands and their associated aquatic habitat, water quality, and flood attenuation functions will be offset by

creating and restoring 1.54 acres of replacement wetlands having similar vegetative communities and providing similar ecological functions.

Conservation
Agreement
Acres

2. In addition to wetland replacement, 4.86 acres of existing subsidence-created wetlands at three sites will be preserved in perpetuity and 0.30 acre of riparian habitat will be enhanced to provide additional wetland mitigation, as required by the COE.

3.2.2 Mitigation Success Criteria

The following will be used to measure the success of the proposed mitigation in compensating for impacts to wetlands by the Bailey Mine Refuse Disposal Areas project:

1. The proposed mitigation will provide 1.54 acres of replacement wetlands. The replacement acreage is divided by habitat type, which will include deep and shallow marsh habitats and shrub-wet meadow habitat (see Drawing 221379WM-D2, Appendix A).
2. The wetland mitigation areas will be planted with appropriate plant species (see Tables 2 and 3 in Drawing 221379WM-D5, Appendix A), so that greater than 50% of the dominant plant species in the wetland mitigation areas will be classified as obligate, facultative wetland, or facultative, according to Reed (1988), and will comprise greater than 75% areal vegetative cover.
3. Planted woody vegetation in the wetland mitigation and riparian buffer enhancement areas will have a minimum 70% survival rate and will show a positive increase in height at the end of each year of monitoring during the five-year monitoring and maintenance period. Height will be measured on a minimum of 20% of the planted woody vegetation.
4. The three subsidence-created wetlands, totaling 4.86 acres, which will be preserved in perpetuity for mitigation, will be protected by a deed restriction, conservation easement, or other legal instrument acceptable to the COE.

Upon approval of this mitigation plan, CPCC will assume responsibility for achieving the success criteria specified above. Monitoring of the wetland project will be performed to evaluate the success in achieving the desired goals of the mitigation plan, as described in Section 5.0 of this mitigation plan.

3.3 WETLAND REPLACEMENT AREA (WETLAND CREATION/RESTORATION)

The proposed WRA is located on the Rocky Run B site near Sprowl's covered bridge (Figure 1). The site is situated on a gently sloping floodplain along Rocky Run (see Drawing 221379WM-D1). The site consists of maintained pasture, a recently created

subsidence wetland, and isolated areas of woody riparian vegetation. The soils are mapped as Newark silt loam, a non-hydric floodplain soil (USDA SCS 1983, USDA NRCS).

One goal of the mitigation plan is to offset the loss of 1.37 acres of wetlands by the creation and restoration of a minimum of 1.54 acres of replacement wetlands. The WRA was designed to create and restore 1.54 acres of diverse wetland habitats adjacent to the existing subsidence-created wetland, including 0.107 acre of deep marsh, 0.538 acre of shallow marsh, and 0.901 acre of shrub-wet meadow wetland plant communities (Drawing 221379WM-D2).

Wetland creation will be accomplished by excavating soils within the floodplain to create several depressions capable of intercepting the groundwater table, capturing rainfall, and intercepting and detaining floodwaters from Rocky Run during over-bank flooding events. The proposed depressional topography is shown on the grading plan (Drawing 221379WM-D2) and wetland mitigation cross sections (Drawing 221379WM-D3). Drawing 221379WM-D1 lists groundwater levels measured in groundwater observation standpipes and shows wetland benchmark elevations along the boundary of the adjacent subsidence wetland that were used in designing the wetland grades for the WRA. The proposed grading plan includes several over-bank wetland inlets to allow interception and detention of floodwaters from Rocky Run (Drawings 221379WM-D2 and D4) in a controlled fashion. Log and rip-rap inlet structures and coir matting and shrub plantings will be used to stabilize the wetland inlets and flow ways to prevent erosion and down-cutting during flood events. Floodwaters captured during late winter and spring high stream flow events will contribute to the early spring growing season hydrology of the WRA. Rainfall capture within the wetland depressions and base flow contribution from groundwater seepage will maintain saturated soil conditions and periodic inundation in the WRA.

The wetland plant communities proposed for the WRA are presented in Drawings 221379WM-D2 and D5. The wetland planting plan is designed to increase local and regional biodiversity by including plant species native to, but relatively uncommon in southwestern Pennsylvania. For example the deep marsh community will include pickerelweed (*Pontederia cordata*) and arrowhead (*Sagittaria latifolia*), both of which are uncommon plants in local wetlands, possibly because of the degree of past land disturbance to natural communities from historic agricultural land uses. Likewise, the use of blue flag iris (*Iris versicolor*) and arrow arum (*Peltandra virginica*) in the shallow marsh community will compliment and diversify the more commonly observed soft rush (*Juncus effuses*) and sweet flag (*Acorus americanus*). A diverse wet meadow seed mix will be used to establish herbaceous vegetation for the shrub-wet meadow community (see Tables 2 and 3 on Drawing 221379WM-D5) and a variety of wetland shrubs will be planted to establish woody vegetation. Proposed shrub plantings include buttonbush (*Cepalanthus occidentalis*), silky dogwood (*Cornus amomum*), winterberry (*Ilex verticellata*), and willows (*Salix interior*, *S. sericea*).

The WRA is designed to provide additional ecological functions compared with the existing wetland areas proposed for impacts. The depressional topography and vegetative diversity will provide a more diverse habitat for flora and fauna and will provide enhanced water quality and floodwater detention functions compared with the wetlands proposed for impacts.

3.4 RIPARIAN BUFFER ENHANCEMENT AND STREAM BANK RESTORATION

In addition to constructing the WRA on Rocky Run Site B, approximately 0.30 acre of riparian zone along Rocky Run will be enhanced by planting shrubs and trees and approximately 500 feet of badly eroding stream bank will be restored, stabilized and re-vegetated with native plants. The riparian restoration measures are shown on Drawings 221379WM-D2 and D-5, and include planting 240 native shrubs and trees along the riparian buffer zone of Rocky Run. Stream bank restoration and protection measures include minor regrading of eroded stream banks, short-term stabilization using coir mats and rolls and seeding with an upland buffer seed mix, and long-term protection with woody plant establishment and installation of J-hook rock vanes in the stream channel. Woody plantings along the restored stream banks include 210 shrubs and 140 willow live stakes.

3.5 WETLAND PRESERVATION

A second goal of the wetland mitigation plan is the preservation of three wetlands that have been recently created by subsidence. The following sections describe these wetlands, based on observations made in 2001. Subsequent visits have verified the permanence of these wetlands and their relatively stable condition in terms of wetland hydrology and the dominant vegetation.

3.5.1 Rocky Run Wetland A

This extensive 2.34-acre wetland created by recent subsidence along Rocky Run contains a variety of habitats ranging from pooled areas up to about four feet in depth to wet meadows (Figure 2). Since the wetland was a result of subsidence in late 2000, wetland vegetation was in successional stages during the 2001 sampling year. Plant abundance for this growing season was heavily influenced by propagule availability. The wetland communities may look somewhat different after a few more growing seasons as competition among plant species proceeds.

The delineation of this wetland was performed at the end of this first growing season, on October 1, 2001. In order to better describe the variety of habitats created, the wetland was divided into six areas which are separately described below and shown in Figure 2. A number of plants that were never dominant or abundant in any one of the areas described below were nevertheless found scattered throughout the wetland and contributed to the biodiversity (Table 2). These plants are expected to change in relative abundance as the wetland matures over the next few years. It must be noted

that the following description of the wetland are as it was observed in late 2001, and that the extensive damming by beavers was partially responsible for the size of the impounded area. However, beaver activity appeared to have somewhat decreased in 2002, and some of their dams were breached, although the extent of wetlands did not appear to have changed.

Area 1 - An extensive area heavily dominated by *Phalaris arundinacea* at the northeastern, upstream end of the created wetland. Much of the area was almost a monoculture of *P. arundinacea* and a good proportion of this area was inundated up to six inches. At the outer dryer fringes of this wetland area *Dichanthelium clandestinum* and *Agrimonia parviflora* dominated. Towards the southern part of this area there were less densely vegetated mud flats which had large stands of *Eragrostis hypnoides*, *Polygonum* spp. and scattered individuals of *Cyperus strigosus*, *Mimulus ringens* and *Verbena urticifolia* (the latter, rated FACU, may not persist as this wetland matures).

Area 2 - An area adjacent to Area 1 and on the banks of the original stream channel. Much of this area was also somewhat dominated by *P. arundinacea*, but a fairly large area was more sparsely vegetated and contained a mixture of *Polygonum* species, *M. ringens*, *V. urticifolia* and scattered clumps of *E. hypnoides*. As above, peripheral areas were heavily populated with *A. parviflora* and *D. clandestinum*.

Area 3 - Wetlands on the southern edge of the old stream channel, containing one large peninsula extending out into the open water areas of the created wetland. Much of this area was somewhat open and relatively sparsely vegetated with newly established herbs. *Ludwigia palustris* and *M. ringens* were the most common of the taller vegetation and lower vegetation included patches of *E. hypnoides* and *Polygonum* species. Somewhat less abundant were *P. Arundinacea*, *Cyperus strigosus* and *Leersia oryzoides*.

Area 4 - A very complex part of this wetland, containing beaver structures and land ranging from inundated to borderline wetlands. A great diversity of plants were found in this area, and only a fraction of them are shown in Appendix A. There were no dominant taxa, although *P. sagittatum* was perhaps the most widespread plant at this time of year. Plants that were relatively common in this area, but not listed in Appendix A include *Eupatorium perfoliatum*, *Carex* cf. *prasina*, *Mimulus ringens*, *Cyperus strigosus*, *Juncus effusus* and along the edges of the delineated area, *Dichanthelium clandestinum*. This area may change as beaver activities change.

Area 5 - A very small section along the northwestern shore of the inundated portion of the wetland. It had been heavily grazed by deer by the time it was sampled and thus the common grass species could not be identified. Other common species included a mixture of wetland and non-wetland species.

Area 6 - The open water habitat resulting from the subsidence and subsequent flooding by Rocky Run. The original stream channel of Rocky Run is not visible due to the

inundation from subsidence and beaver dams. This area had a few patches of emergents, the most prominent being the fairly extensive shoreline of "area 1" which had *P. arundinacea* growing in up to 4 - 6 inches of water. The only other plant commonly seen was *Lemna minor*, which was present in protected areas of the open water habitat.

Despite the newness of this wetland, a viable and complex hydrophytic community had developed in the full one year growing season and was observed to persist into 2002. Furthermore, a number of wetland dependant animal species used the wetland habitats in 2001 and 2002. When first visited in the spring, inundated areas, especially those associated with emergent growth of *Phalaris arundinacea*, were so heavily used by American toads that the water was virtually boiling with activity and breeding pairs were barely a foot apart. At this same time a Canada goose was occupying a nest in the same area, ducks were heard, but not seen and redwing blackbirds were in abundance. Beaver activity was quite evident, and their embankments in Area 4 caused the area of inundation to be even greater than it would have been due to the recent subsidence alone. During later visits to the wetland, ducks were again heard, an unidentifiable shorebird was seen at a distance foraging in shallows, a great blue heron was seen feeding in the wetland and kingfishers were seen cruising the open waters. Numerous trails and footprints showed that deer used the area heavily (Area 5 described above was one point of deer entry to the open water and was heavily grazed).

Although there was no sampling of the open water habitat for fish or macroinvertebrates, it is certain that both have taken advantage of this habitat that is relatively scarce in the region. The area will serve as a nursery area for certain fish species and the deeper water habitat should allow certain sport fish (bass especially) to thrive. Amphibians other than the American toad either are or will be using the area - wood frogs, spring peepers, green frogs, leopard frogs and bullfrogs are expected to reproduce in this habitat. Macroinvertebrates preferring the wetland or lentic conditions will proliferate - in particular it is expected that dragonflies will abound, as was already evidenced by the large number of adults seen in the summer of 2001.

3.5.2 Rocky Run Wetland B

This wetland is located just upstream of Rocky Run Wetland A, being just above the Sprowls Covered Bridge (Figure 3). It has an extensive area of shallow standing water as well as a sizeable wet fringe totaling 0.88 acre. Subsidence occurred during the 2001 growing season, not allowing a typical wetland community to become fully established to date. However, a number of wetland plants did become abundant in the short growing season. These plants were seen to have proliferated further in 2002. Most of the wetland is in a floodplain field that was previously used for hay production. Much of the delineated area is seasonally inundated or saturated. This wetland also was influenced by beavers and three separate dams that were built on Rocky Run were suspected to have caused the water to impound to even greater depths than would have resulted from subsidence alone. The breaching of these dams in 2002 did not

seem to affect the extent of the wetland, as could be observed by the vegetation. The two main habitats of this wetland are discussed below.

Inundated central zone - The largest habitat in this wetland as of November, 2001 was the area of shallow water, which was somewhat dominated by *Phalaris arundinacea* and *Ranunculus hispidis*. *Typha latifolia*, *Juncus effusus* and *Leersia oryzoides* were also abundant and were seen to be increasing in importance as the growing season progressed (in 2002 these three taxa were apparently even more abundant than in 2001.) Other hydrophytic species were also moving in and it is expected that if the current water levels continue *R. hispidis* will largely be displaced by other taxa such as *T. Latifolia*. However, if the current level of muskrat activity is maintained, *T. Latifolia* may be controlled and other less palatable rush, bulrush and sedge species may become dominant. The November sampling revealed the presence of a number of non-wetland species that had grown to maturity in 2001 (such as *Rumex crispis* and *Prunella vulgaris*), but these taxa probably will not thrive if water levels are maintained.

Emergent and wet meadow areas - Most of the shore transitional area surrounding the open water of this wetland and extending upstream for a short distance is currently dominated by *J. effusus*, *R. hispidis* and *P. arundinacea*. Several plants which had undoubtedly been important when the field was drier, such as *Dactylis glomerata*, still were alive in these areas of saturated soils in 2001, but should be replaced by hydrophytes within a few more growing seasons.

Because of the very limited growing season, this wetland was not as well developed as Rocky Run Wetland A in 2001. However, a number of hydrophytes were becoming established by the end of the growing season, and soils had already developed hydric characteristics. By 2002 it was obvious that cattail and smooth rush had increased in importance. The proximity of Rocky Run and its supply of wetland propagules assure that a more typical wetland will continue to develop in subsequent growing seasons. There was some evidence that despite the newness of the wetland, it was already being used by some animals. A few amphibians were seen in the water in late fall of 2001 and there was ample evidence of heavy muskrat and beaver use. There was an active muskrat hutch in the middle of the inundated part of the wetland and evidence of a lot of recent cutting of vegetation, especially cattails. Beaver were also actively cutting and building in and around the wetland during 2001.

3.5.3 Templeton Fork Wetland

The Templeton Fork wetland (1.64 acres) was more typical of the wetlands of the region (Figure 4). It was primarily a wet meadow wetland with limited areas of seasonal inundation. Unlike the Rocky Run wetlands there was no direct connection with the stream, instead, this wetland appears to have been created by subsidence-created depressions and a high seasonal groundwater table. Examination of pre-mining aerial photography and evidence that this field was used for hay production prior to mining in 1994 indicate that most, if not all of this wetland was created from non-wetland

agricultural land as the result of subsidence. The colonization of parts of the wetland by young willows and sycamores provide further evidence of this wetland's recent origin.

Although far from uniform, this wetland didn't have the dramatically different zones that were present in the Rocky Run A wetland. This is likely because of the lack of significant open water habitat as well as the greater length of time that the wetland had to develop. A few young black willows and sycamores were present in one small area towards the southeastern edge of the wetland, but the vast majority of this wetland is vegetated by herbaceous plants. There was one fairly sizeable area towards the center of the wetland that was dominated by *Typha latifolia* and a small area adjacent to Templeton Fork was dominated by *Phalaris arundinacea*, but most of the wetland was densely vegetated by a diverse mixture of herbaceous plants, the most abundant of which in this late part of the growing season was *Polygonum sagittatum*. Plant communities were well developed in this wetland and are likely to remain much the same over the next few years, unlike the communities of the newly formed Rocky Run wetlands which were dominated in some areas by pioneer species. Table 3 lists the plants most commonly seen in this wetland in order of their relative abundance as of October 1, 2001.

Wildlife use of this wetland was more limited than that of the newly formed Rocky Run wetlands because of the lack of significant open water areas at this site. Red-winged blackbirds were common in the spring and later in the spring there were obvious signs of muskrat use. Non-wetland species such as whitetail deer and various birds also use this wetland.

4.0 CONSTRUCTION OF WETLAND REPLACEMENT AREAS

4.1 CONSTRUCTION SCHEDULE

It is anticipated that the WRA will be graded during the summer/early fall of 2004 and planted in the spring of 2005. The WRA will be graded according to the proposed elevations shown in Drawing 221379WM-D2. These grades may be adjusted during construction to take advantage of hydrology and soil conditions favorable for establishment of the target wetland plant communities. The proposed planting plan is shown in Drawings 221379WM-D2. Plant materials and planting period restrictions are specified in Tables 2 and 3 and the planting notes on Drawing 221379WM-D5.

The following construction and monitoring schedule is envisioned for the project:

- Summer/late fall 2004: Perform installation of erosion controls, grading, temporary seeding
- Spring 2005: Wetland plantings, first mitigation monitoring inspection, and wetland as-built inspection.
- Late Summer 2005: Second wetland monitoring inspection (Year 1 of 5).
- Spring 2006: Third wetland monitoring inspection (Year 2 of 5).
- Late Summer 2006: Fourth wetland monitoring inspection (Year 2 of 5).
- Late Summer 2007: Fifth wetland monitoring inspection (Year 3 of 5).
- Late Summer 2008: Sixth wetland monitoring inspection (Year 4 of 5).
- Late Summer 2009: Seventh wetland monitoring inspection (Year 5 of 5).

4.2 ENVIRONMENTAL CONTROL MEASURES DURING CONSTRUCTION

The following notes and conditions are designed to provide adequate measures for the construction of the mitigation features specified within this plan. They are also designed to protect the environment during the construction of the features.

4.2.1 Pre-Construction

A pre-construction meeting will be held to outline the goals of the mitigation project for the contractor and to help establish a constructive partnership between the owner, engineer and the contractor. The contractor, project engineer, and PADEP will meet to ensure that each party fully understands how the project will be implemented. The following will be discussed:

1. The need for any field changes to the erosion and sediment control plan.
2. Specific authorization and sequencing of events.
3. Staking the limits of disturbance.
4. Identifying all resource protection areas and preventing construction access.

5. Ensuring that all sediment control and tree protection measures are adequately installed.

A joint field visit will be conducted to review the project and anticipate problems as well as to define the general expectations for the site.

4.2.2 Construction

The contractor shall be responsible for all operations and for obtaining all required equipment and materials necessary to carry out the project as detailed in this plan.

A rock construction entrance will be installed along Rocky Run Road. The entrance will help remove mud and soil from vehicle and equipment tires leaving the construction work area.

An equipment staging area shall be established and approved by the Engineer prior to construction activities. The area shall be maintained during construction operations and shall be kept free of garbage and other debris. Constant efforts shall be made to prevent any spillage of fuels, hydraulic fluids, oils, and other equipment fluids. Any unforeseen spills shall be cleaned up immediately. Sorbents (such as sand, "Oil Dri," etc.) shall be maintained on-site at all times during construction for the treatment of spills. Contaminated sorbents and other debris shall be disposed off-site in accordance with applicable state and federal laws and regulations. At the completion of construction activities, the staging area shall be reclaimed as acceptable to the site engineer.

4.2.3 Erosion and Sedimentation Control Plan

An Erosion and Sedimentation Control Plan will be prepared for the Rocky Run B site. The purpose of the plan will be to protect sensitive areas such as streams and wetlands and to control the amount of silt transported from the site to surrounding waterways. Additional measures to accomplish these objectives are contained herein for the wetland mitigation activities. The following are guidelines that will be adhered to during construction to reduce erosion:

1. Reduce the area and length of time that the site is cleared and graded.
2. Limit the amount of disturbed area exposed at any one time.
3. Provide immediate vegetative stabilization of disturbed areas.
4. Strict adherence to the design plans and specifications contained herein.

The erosion control system shall be maintained to the satisfaction of the site engineer or scientist and shall be removed only when the site is appropriately stabilized. The construction activities and progress will be monitored to ensure that the contractor is following the erosion and sediment control plan.

The primary erosion control materials to be used during wetland construction will include silt fences and straw bales. These materials will be installed downgradient of stockpile areas and other areas on the site where earth is to be disturbed in order to confine sediment that may be washed from these areas.

Temporary and permanent revegetation of exposed soils will be performed by seeding and planting replacement wetlands and disturbed upland areas with appropriate grasses, forbs and woody plants. Since the goal of the project is ecological mitigation, plant species have been carefully selected for both their ability to control erosion and for their roles in providing beneficial ecological functions.

5.0 MONITORING AND MAINTENANCE PLAN

5.1 REPLACEMENT WETLAND MONITORING SCHEDULE

The WRA will be monitored twice yearly for the first two years in order to determine the success of both early and late season vegetation. Three additional years of annual monitoring will be conducted towards the end of the growing season. All monitoring will be performed by a qualified wetland scientist. Monitoring reports will be submitted annually along with a plan for any corrective action or remedial measures that may be required to meet the wetland mitigation goals and success criteria discussed in Section 3.2.

5.2 MONITORING PARAMETERS AND REPORTING

Prior to initiating the monitoring program, a minimum of nine locations in the WRA will be permanently marked for future monitoring. Monitoring will entail a detailed investigation of the area within approximately a one meter radius of each marker, as well general observations of the wetland as a whole. Specifically, each report will include the following information:

1. Photographs taken from the permanently established locations - (360 degree panoramas of areas directly surrounding at least three of the markers, as well as overviews of the whole wetland from several positions.
2. Water depths and estimates of hydroperiod at the permanently established locations and in groundwater observation standpipes installed at each monitoring location.
3. Plant taxa and their relative abundance within herbaceous and woody categories.
4. Approximate percent aerial coverage by the dominant plant taxa.
5. An assessment of the growth of randomly selected permanently marked woody plants.
6. The presence and relative abundance of invasive or exotic vegetation, and recommendations for any corrective action.
7. Observations of wildlife usage.
8. Maps of the extent of successful wetland growth (annual re-delineation), showing the approximate extent of each area that meets the established vegetation success criteria.

Monitoring reports will be submitted to the Corps and PADEP for review within 60 days of each monitoring event. Corrective actions and remedial measures will include the repair, maintenance and modification of water control structures; replanting vegetation, as necessary, and other reasonable actions and measures necessary for the success of the project.

5.3 MAINTENANCE PLAN

Any areas of the constructed wetland that fail to meet the criteria listed in Section 3.2 will be noted in the annual reports as described above. Remedial action will be discussed and implemented before the following year's growing season, where feasible. Areas where any post construction remedial action is planned will have additional permanent markers installed. Each of these locations will be reported on annually, in addition to the above established locations.

6.0 REFERENCES

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Table 1
 Estimates of WET Functions - Slurry Valley and Refuse Valley Wetlands*
 Bailey Mine Refuse Areas No. 3 and No. 4

Function	R-1 to R-7	S-1 to S-19 (except S-4)	S-4
Acreage	0.102	1.058	0.209
Groundwater recharge	0	0	0
Ground water discharge	2	2	0
Floodflow alteration	1	1	2
Sediment stabilization	0	0	0
Sediment and toxicant retention	1	1	1
Aquatic diversity and abundance	0	0	0
Nutrient removal or transformation	1	1	2
Recreation	0	0	0
Product export	0	0	0
Uniqueness and heritage	0	0	0
Wildlife diversity and abundance	1	1	1

* 0 = no significant function
 1 = minimal function
 2 = moderate function
 3 = high function

Table 2
Wetland Mitigation Analysis
Bailey Mine Coal Disposal Areas No. 3 and No. 4

	Ratio	Acres	
A. Wetland Impact Acreage		1.37	
B. PADEP Mitigation Requirement	1:1	1.37	
B. COE Mitigation Requirements			
1. Minimum Mitigation Required	1.5:1	2.06	
2. Minimum Creation/Restoration	1:1	1.37	
3. Balance of Mitigation:			
a. Creation/Restoration	1:1	0.69	
b. Enhancement	5:1	3.45	
c. Preservation	10:1	6.90	
C. Mitigation Proposal	Create	Enhance	Preserve
1. Wetland Creation/Restoration			
a. Rocky Run B	1.54		
2. Enhance Riparian Buffer			
a. Rocky Run B		0.30	
3. Wetland Preservation			
a. Rocky Run A			2.34
b. Rocky Run B			0.88
c. Templeton			1.64
Total	1.54	0.30	4.86

Table 3
Common Plants of the Subsidence-created Rocky Run A Wetland
as of October 1, 2001.

Species	Relative Abundance*	Indicator Status
<i>Dichanthelium clandestinum</i>	2	FAC+
<i>Leersia virginica</i>	3	FACW
<i>Phalaris arundinacea</i>	1	FACW
<i>Muhlenbergia frondosa</i>	4	FAC
<i>Agrostis stolonifera</i>	4	FACW
<i>Eragrostis hypnoides</i>	2	OBL
<i>Cyperus strigosus</i>	3	FACW
<i>Eleocharis obtusa</i>	3	OBL
<i>Scirpus tabernaemontani</i>	3	OBL
<i>Carex cf. prasina</i>	4	OBL
<i>Acoris calamis</i>	4	OBL
<i>Juncus effusus</i>	4	FACW+
<i>Polygonum sagittatum</i>	2	OBL
<i>Polygonum hydropiperoides</i>	2	OBL
<i>Phytolacca americana</i>	4	FACU+
<i>Agrimonia parviflora</i>	3	FACW
<i>Impatiens capensis</i>	4	FACW
<i>Ludwigia palustris</i>	3	OBL
<i>Epilobium coloratum</i>	3	FACW+
<i>Lysimachia nummularia</i>	3	FACW-
<i>Verbina urticifolia</i>	3	FACU
<i>Lycopus unifloris</i>	4	OBL
<i>Mentha spicata</i>	4	FACW+
<i>Mimulus ringens</i>	4	OBL
<i>Eupatorium perfoliatum</i>	4	FACW+

* 1 is most abundant, while 4 is scattered and least common.

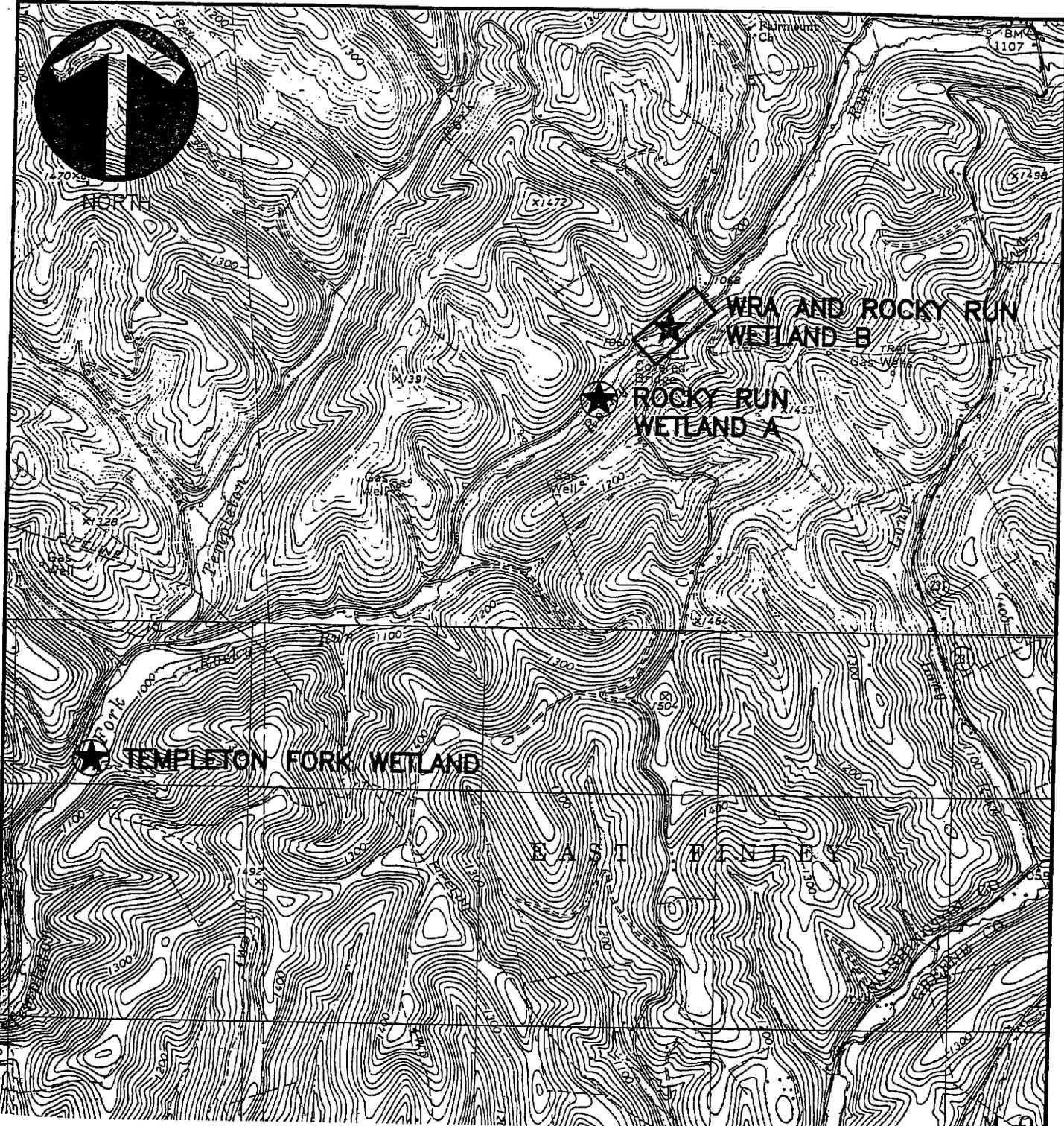
Table 4
Common Plants of the Subsidence-created Templeton Fork Wetland
as of October 1, 2001.

Species	Relative Abundance*	Indicator Status
<i>Typha latifolia</i>	1	OBL
<i>Dichanthelium clandestinum</i>	3	FAC+
<i>Leersia virginica</i>	4	FACW
<i>Leersia oryzoides</i>	2	OBL
<i>Phalaris arundinacea</i>	1	FACW
<i>Eragrostis hypnoides</i>	4	OBL
<i>Cyperus strigosus</i>	4	FACW
<i>Cyperus esculentus</i>	3	FACW
<i>Eleocharis obtusa</i>	3	OBL
<i>Scirpus tabernaemontani</i>	4	OBL
<i>Scirpus cyperinus</i>	2	FACW+
<i>Carex sp. 1</i>	2	-
<i>Carex sp. 2</i>	3	-
<i>Juncus effusus</i>	2	FACW+
<i>Polygonum sagittatum</i>	2	OBL
<i>Polygonum hydropiperoides</i>	2	OBL
<i>Ranunculus hispidus</i>	4	FAC
<i>Agrimonia parviflora</i>	2	FACW
<i>Impatiens capensis</i>	4	FACW
<i>Ludwigia palustris</i>	3	OBL
<i>Epilobium coloratum</i>	4	FACW+
<i>Lycopus uniflorus</i>	4	OBL
<i>Mentha spicata</i>	3	FACW+
<i>Mimulus ringens</i>	4	OBL

* 1 is most abundant, while 4 is scattered and least common.



NORTH



★ TEMPLETON FORK WETLAND

★ ROCKY RUN WETLAND A

★ WRA AND ROCKY RUN WETLAND B

EAST FINLEY

REFERENCE:
U.S.G.S. 7.5' TOPOGRAPHIC MAPS, WIND RIDGE AND CLAYSVILLE QUADRANGLES, PENNSYLVANIA, DATED 1997 AND 1964.



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WETLAND MITIGATION LOCATION MAP
BAILEY MINE DISPOSAL AREAS
WASHINGTON COUNTY, PENNSYLVANIA

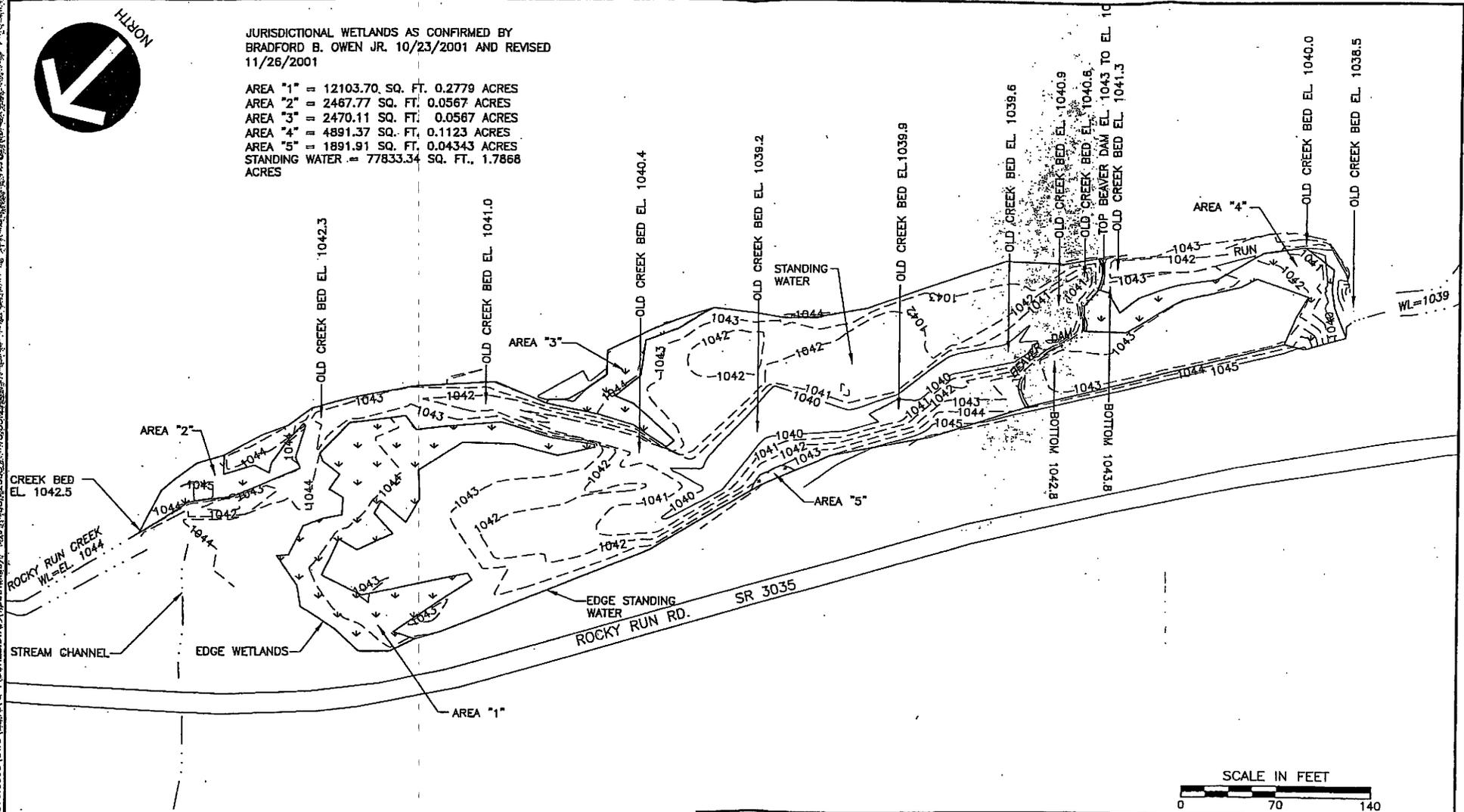
DWN BY: KAP	SCALE: 1"=2000'	DATE: 04/08/03	PROJECT NO: 221379	FIGURE 1
CHKD BY: MRH				

2003/04/08 14:53:03 D:\221379\FIGURES\DWG\221379.dwg (Anatnickus) - APR 08, 2003 - 14:53:03



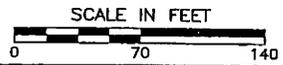
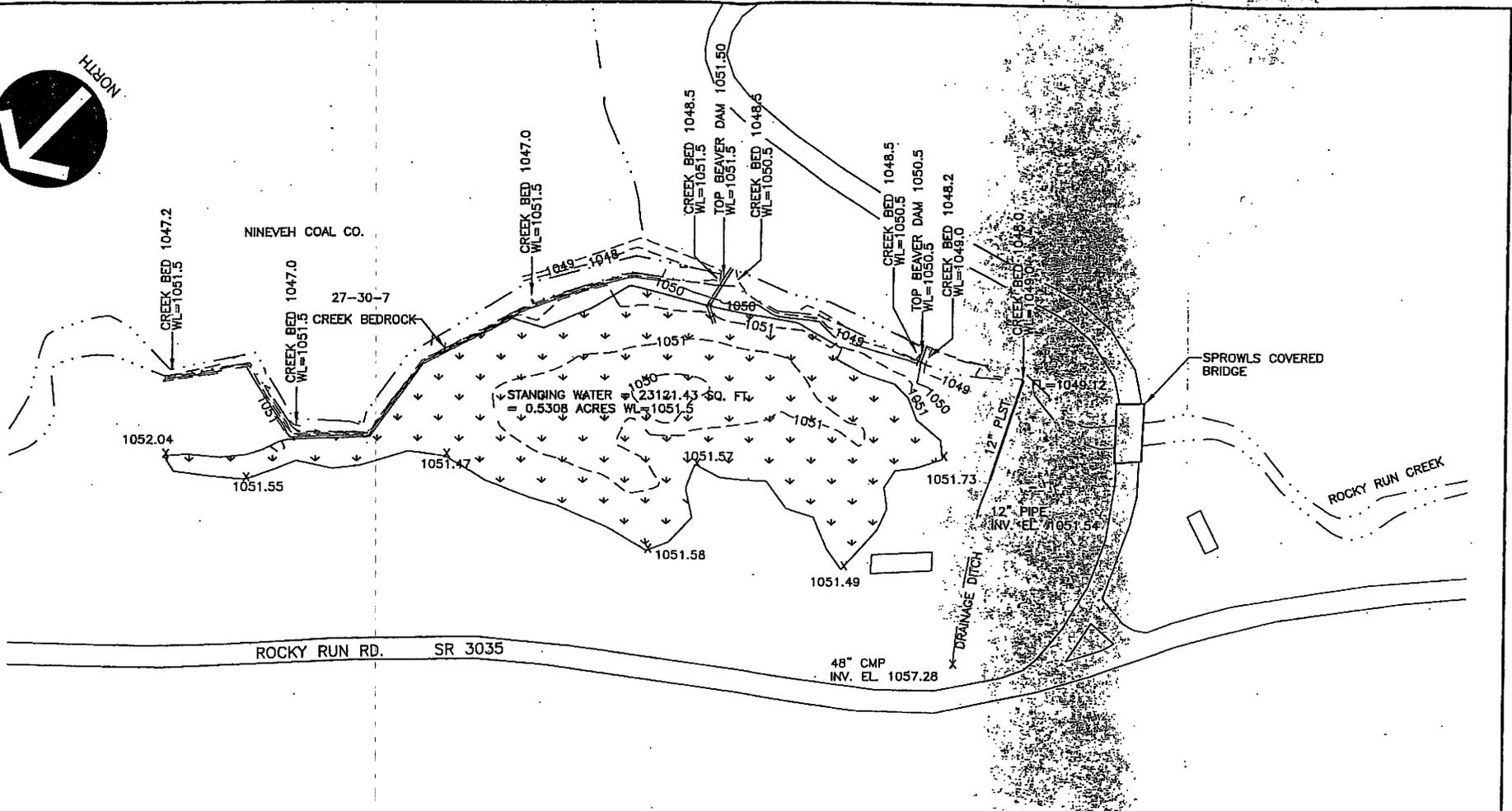
JURISDICTIONAL WETLANDS AS CONFIRMED BY
BRADFORD B. OWEN JR. 10/23/2001 AND REVISED
11/26/2001

AREA "1" = 12103.70 SQ. FT. 0.2779 ACRES
 AREA "2" = 2467.77 SQ. FT. 0.0567 ACRES
 AREA "3" = 2470.11 SQ. FT. 0.0567 ACRES
 AREA "4" = 4891.37 SQ. FT. 0.1123 ACRES
 AREA "5" = 1891.91 SQ. FT. 0.04343 ACRES
 STANDING WATER = 77833.34 SQ. FT., 1.7866
 ACRES



REFERENCE:
SITE LAYOUT PROVIDED BY CONSOL
PENNSYLVANIA COAL COMPANY FROM DRAWING
TITLED "ROCKY RUN WETLAND A PROPOSED
WETLAND CREATION" DATED DECEMBER, 2001.

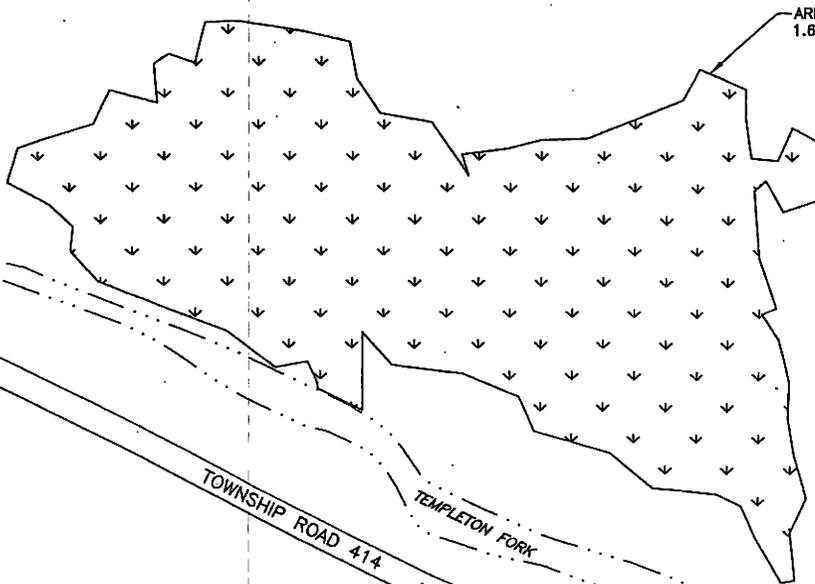
 Civil & Environmental Consultants, Inc. Pittsburgh, PA 15205 (412) 429-2324 • (800) 365-2324 Cincinnati, OH • Columbus, OH • Indianapolis, IN • Nashville, TN		ROCKY RUN WETLAND A PROPOSED WETLAND PRESERVATION WASHINGTON COUNTY, PENNSYLVANIA	
DWN BY: KAP	SCALE: 1"=70'	DATE: 04/08/03	PROJECT NO: 221379
CHKD. BY: MRH			FIGURE 2



REFERENCE:
 SITE LAYOUT PROVIDED BY CONSOL
 PENNSYLVANIA COAL COMPANY FROM DRAWING
 TITLED "ROCKY RUN WETLAND B PROPOSED
 WETLAND CREATION" DATED DECEMBER, 2001.

 Civil & Environmental Consultants, Inc. Pittsburgh, PA 15205 (412) 429-2324 • (800) 365-2324 <small>Cincinnati, OH • Columbus, OH • Indianapolis, IN • Nashville, TN</small>		ROCKY RUN WETLAND B PROPOSED WETLAND PRESERVATION WASHINGTON COUNTY, PENNSYLVANIA	
DWN BY: KAP	SCALE: 1"=70'	DATE: 04/08/03	PROJECT NO: 221379
CHKD. BY: MRH			FIGURE 3

PROJECT NO. 2002-179-000B.DWG 221379 FIGURES.DWG

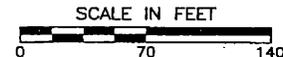


AREA = 70017.75 SQ. FT.
1.6074 ACRES

AREA = 1420.20 SQ. FT.
0.0326 ACRES

TOWNSHIP ROAD 414

TEMPLETON FORK



REFERENCE:
SITE LAYOUT PROVIDED BY CONSOL
PENNSYLVANIA COAL COMPANY FROM DRAWING
.TITLED "TEMPLETON FORK WETLAND PROPOSED
WETLAND CREATION" DATED DECEMBER, 2001.

 Civil & Environmental Consultants, Inc. Pittsburgh, PA 15205 (412) 429-2324 • (800) 365-2324 Cincinnati, OH • Columbus, OH • Indianapolis, IN • Nashville, TN		TEMPLETON FORK WETLAND PROPOSED WETLAND PRESERVATION WASHINGTON COUNTY, PENNSYLVANIA	
DWN. BY: KAP	SCALE: 1"=70'	DATE: 04/08/03	PROJECT NO.: 221379
CHKD. BY: MRH			FIGURE 4

W.E.
997.0

**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	
Book Number	
Page Number	
Date Recorded	

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: Wesley A. Cramer, Esquire Telephone Number: _____
 Street Address: 70 East Beau Street City: Washington State: PA Area Code (724) 222-4520 Zip Code: 15301

B TRANSFER DATA

Grantor(s)/Lessor(s) Consol Pennsylvania Coal Company	Date of Acceptance of Document
Street Address 1800 Washington Road	Grantee(s)/Lessee(s) Washington County Conservation District
City Pittsburgh State PA Zip Code 15241	Street Address 100 West Beau Street, Suite 602
	City Washington State PA Zip Code 15301

C PROPERTY LOCATION

Street Address: _____ City, Township, Borough: East Finley & West Finley
 County: Washington School District: McGuffey Tax Parcel Number: 270-030-00-00-0010-02
 270-030-00-00-0007-00; 270-030-00-00-0006-680-019-00-00-0013-00

D VALUATION DATA

1. Actual Cash Consideration 0	2. Other Consideration + 0	3. Total Consideration = 0
4. County Assessed Value 7907.00	5. Common Level Ratio Factor x 6.49	6. Fair Market Value = 51,316.43

E EXEMPTION DATA

1a. Amount of Exemption Claimed 100%	1b. Percentage of Interest Conveyed 100%
---	---

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) 61 Pa. Code 91.193 (b)(1)(ii)

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: Wesley A. Cramer Date: 8/18/04

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

APPENDIX A

WETLAND MITIGATION PLANS
(DRAWINGS 221379WM-D1 THROUGH D5)

BORAH BARDELLA
RECORDER OF DEEDS
WASHINGTON, PA
Pennsylvania

INSTRUMENT NUMBER
000428257

RECORDED ON
23, 2004
2:23:19 PM

RECORDING FEES \$116.50
\$116.50

235569 USER: CB

Pachter, Jonathan

From: Cerenzia, Joseph
Sent: Thursday, January 22, 2004 8:38 AM
To: Gary Stokum (E-mail)
Cc: Pachter, Jonathan; Suter, Ed
Subject: Draft Easement Agreement

Importance: High



Conservation
Easement - Deed a..

Gary,

Per your request, attached is a draft agreement for the conservation easement. It was prepared by our outside counsel. This document would have to be modified to list the Conservation District as the "Grantee," and we would have to incorporate descriptions and exhibits along with it. Please review it with your solicitor and board, and let us know ASAP if we can proceed with finalizing it.

Thanks,

Joe

Joseph A. Cerenzia
Manager - Public Relations
CONSOL Energy Inc.
1800 Washington Road
Pittsburgh, PA 15241
412/831-4062
412/831-4103 FAX

*Met with Stokum on 1/4/04 - he was intrigued
WC solicitor reviewing now
WCCD meeting on 2/10/04 to review
Looks hopeful*

DEED AND AGREEMENT OF
CONSERVATION EASEMENT

This Deed and Agreement of Conservation Easement is made this ____ day of _____, 2004, by and between CONSOL PENNSYLVANIA COAL COMPANY, a corporation, 1800 Washington Road, Pittsburgh, Pennsylvania 15241 (the "Grantor"), and _____ (the "Grantee"), having an address at _____

WHEREAS, the Grantor is the owner in fee of three certain tracts of real property situated in Washington County, Pennsylvania, which is more particularly identified and described on Exhibit "A" attached hereto; and

WHEREAS, the Grantor has proposed to construct a certain coal refuse disposal expansion project on certain other real property situated in Richhill Township and Gray Township, Greene County, Pennsylvania, which project may have certain environmental impacts to certain wetlands and streams located on said real property thereby requiring Grantor to obtain a permit from the Department of the Army allowing said areas to be impacted by said project; and

WHEREAS, on or about December 3, 2003, the Department of the Army issued to Grantor Department of the Army Permit No. 200200371 allowing said areas to be disturbed by the coal refuse expansion project provided, however, that Grantor creates and imposes a conservation easement for the preservation of ____ acres of this existing wetland currently situated on the property identified and described on Exhibit "A" (the "Property"); and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect the conservation values of the Property.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Grant of Easement: Grantor hereby grants and conveys to Grantee, its successors and assigns, an estate, interest, easement and servitude in and to the Property of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon the Property, which estate, interest, easement and servitude will result from the covenants and restrictions set forth herein and hereby imposed upon the use of the Property by Grantor, and, to that end and for the purpose of accomplishing the intent of the parties hereto, the Grantor covenants on behalf of himself, his heirs, successors and assigns with the Grantee its successors and assigns to do and refrain from doing, severally and collectively, upon the Property, the various acts hereinafter described, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, is and will be for the benefit of Grantee.

2. Term of Easement: The easement granted hereunder shall be perpetual and shall have no expiration date, except as set forth in ¶10 hereinbelow set forth.

3. Conservation Values: The Property contains three wetlands known as the Rocky Run Wetland A, Rocky Run Wetland B, and Templeton Fork Wetland as identified in the said Department of the Army Permit. Said wetlands are important in the protection of the existing ecology of the area. The specific conservation values of the Property have been documented in a natural resource inventory signed by the Grantor and the Grantee. This "Baseline Documentation Report", attached hereto as Exhibit B and incorporated by reference herein, may consist of any and all maps, reports, photographs, descriptions of prominent vegetation, land use history and distinct natural features characterizing the Property at the time of the grant and is intended to serve as an objective information-baseline for monitoring compliance with the terms of this grant. The parties acknowledge that this Baseline Documentation Report is an accurate representation of the Property at the time of this grant. As used herein, the term "Wetland(s)"(whether capitalized or not) shall be as presently defined in the federal regulations applicable to the aforesaid Army Permit No. 200200371.

4. Prohibited Actions: Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement or detrimental to the conservation values expressed herein is expressly prohibited. By way of example, and not of limitation, the following activities and uses are explicitly prohibited:

- a. Construction: The placement or construction of any man-made modifications such as buildings and parking lots having a materially adverse impact on the Wetland(s) is prohibited;
- b. Cutting Vegetation: Any ground cover or vegetation destroying by means of herbicides or pesticides is prohibited;
- c. Land Surface Alteration: The removal of soil, sand, gravel, rock, minerals or other materials from the Property;
- d. Dumping: Waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Property;
- e. Water Courses: Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered;
- f. Other Activities: Each and every other activity or construction project which might have a materially adverse impact on the Wetlands on the Property shall be prohibited.

5. Rights of Grantee: The Grantor confers the following rights upon the Grantee to perpetually maintain the conservation values of the Property:

- a. Right to Enter: The Grantor has the right to enter the Property at reasonable times to monitor or to enforce compliance with this Conservation Easement; provided

that such entry shall be upon prior reasonable notice to Grantor. The Grantee may not, however, unreasonably interfere with the Grantor's use and quiet enjoyment of the Property. The Grantee has no right to permit others to enter the Property. The general public is not granted access to the Property under this Conservation Easement.

- b. Right to Notify: The Grantee shall have the right and obligation to notify the Department of the Army and the Pennsylvania Department of Environmental Protection of any actual or perceived violation of state or federal wetlands regulations applicable to said Department of the Army Permit.
- c. Signs: The Grantee shall have the right to place signs on the Property which identify the land as being protected by this Conservation Easement. The number and content of any such signs are subject to the Grantor's prior approval.

6. Permitted Uses: Grantor reserves to himself, and to his personal representatives, heirs, successors and assigns, all rights accruing from his ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a. Right to Convey: The Grantor retains the right to sell, mortgage, bequeath, donate or otherwise convey the Property. Any conveyance shall remain subject to the terms and conditions of this Conservation Easement and the subsequent interest holder shall be bound by the terms and conditions hereof.
- b. Right to Maintain: The Grantor retains the right to maintain, renovate and replace any existing structure(s), if any, on the Property as noted in the Baseline Documentation Report, in substantially the same location and size. Any expansion or replacement may not substantially alter the character or function of the structure, and requires the Grantee's prior written approval.
- c. Right to Access: The Grantor shall retain the right of unimpeded access to and through the Property.
- d. Right to Conduct Mining-Related Activities: Grantor hereby retains the right to conduct such mining-related activities for which Grantor now holds or hereafter obtains valid permission from the applicable governmental agency(s) or which otherwise may be or permitted by applicable decree, order or other determination.

7. Grantee's Remedies: In the event of a breach or perceived breach of this Conservation Easement, the Grantee shall have the following remedies and shall be subject to the following limitations:

- a. Delay in Enforcement: A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Conservation Easement.
- b. Acts Beyond Grantor's Control: The Grantee may not bring an action against the Grantor for modifications occurring to the Property which result from causes beyond the Grantor's control. Examples include, without limitation: unintentional fires, storms, natural earth movement, trespassers or the Grantor's well-intentioned actions in response to an emergency which result in changes to the Property. The Grantor has no responsibility under this Conservation Easement for such unintended modifications. The Grantee may, however, bring an action against another party for modifications that impair the conservation values identified in this Conservation Easement.
- c. Notice: If the Grantee determines that the Grantor is or may be in violation of this Conservation Easement, or that a violation is threatened, the Grantee shall provide written notice to the Grantor and to the Department of the Army and to the Pennsylvania Department of Environmental Protection. The written notice shall identify the violation or perceived violation.
- d. Enforcement Responsibility: At such time as Grantee reports a violation or perceived violation of the state and federal wetlands regulations applicable to said Department of the Army Permit, Grantee shall have no further enforcement responsibilities in that enforcement of the applicable wetlands regulations is currently vested with the Department of the Army and/or Pennsylvania Department of Environmental Protection.

8. Ownership Costs and Liabilities: In accepting this Conservation Easement, the Grantee shall have no liability or other obligation for costs, liabilities, taxes or insurance of any kind related to the Property. The Grantee and its trustees, officers, employees, agents and members have no liability arising from injury or death to any person or from physical damage to any other property located on the Property or otherwise. The Grantor agrees to defend the Grantee against such claims and to indemnify the Grantee against all costs and liabilities relating to such claims during the tenure of the Grantor's ownership of the Property. The Grantor is responsible for posting the Property's boundaries and for discouraging any form of trespass that may occur.

9. Cessation of Existence: If the Grantee shall cease to be authorized to acquire and hold conservation easements, then this Conservation Easement shall become vested in another

qualified entity that is eligible to acquire and hold a conservation easement under Pennsylvania law, upon the mutual consent of Grantor and the Department of the Army.

10. Termination: This Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain, or by a determination by the Department of the Army that the Conservation Easement is no longer needed or required.

- a. Unexpected Change in Conditions: If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings.
- b. Eminent Domain: If the Property is taken, in whole or in part, by power of eminent domain, then the Grantee will be entitled to compensation in accordance with applicable laws and in proportion to the Grantee's interest in the Property at the effective date of this Conservation Easement.
- c. Determination by Department of the Army: In the event that the Department of the Army hereafter determines that the Conservation Easement set forth in the within document is no longer needed or required and documentation of same is provided to Grantor, Grantor may provide said documentation to Grantee whereupon this easement agreement shall immediately and automatically expire upon receipt by Grantee of such Department of the Army documentation.

11. Recordation: Grantee shall record this instrument in a timely fashion in the official records of Washington County, Pennsylvania, and may re-record it at any time as may be required to preserve its rights in this Easement.

12. Assignment: This Conservation Easement is transferable, but Grantee may assign its rights and obligations hereunder only to an organization or entity that is qualified to hold conservation easements under Pennsylvania law, and any applicable federal tax law, at the time of transfer. As a condition of such transfer, the Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

13. Liberal Construction: This Conservation Easement shall be liberally construed in favor of maintaining the conservation values of the Property. The section headings and subheadings identified herein are for reference purposes only and shall not be used to interpret the meaning of any provision hereof.

14. Notices: For purposes of this Conservation Easement, notices may be provided to either party, by personal delivery or by mailing a written notice to that party at the address shown

at the outset of this agreement, or at the last known address of a party, by first class mail, postage prepaid. Delivery will be complete upon actual receipt of the notice by the intended recipient.

15. Severability: If any portion of this Conservation Easement is determined to be invalid or unenforceable, the remaining provisions of this agreement will remain in full force and effect.

16. Subsequent Transfers: This Conservation Easement shall be a covenant running with the land and shall constitute a burden on the Property and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of the Property shall be bound to all provisions of this Conservation Easement to the same extent as the current parties. Grantor shall incorporate the terms of this Conservation Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer.

17. Termination of Rights and Obligations: A party's future rights and obligations under this Conservation Easement shall terminate upon the transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to transfer shall survive any such transfer.

18. Applicable Law: This agreement shall be governed by, and construed in accordance with the substantive law of the Commonwealth of Pennsylvania, irrespective of its conflicts of laws rules.

19. Entire Agreement: This Conservation Easement, together with the Baseline Documentation Report, sets forth the entire agreement of the parties and supersedes all prior discussions and understandings.

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands on the day and year first above written.

WITNESS:

CONSOL PENNSYLVANIA COAL
COMPANY

By:
Name:
Title:

By:

Name:
Title:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF)

On this ____ day of _____, 2004, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be _____ of CONSOL PENNSYLVANIA COAL COMPANY, a Corporation, and that he/she, as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, in the capacity therein stated, by him/herself as _____.

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

Notary Public
My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF)

On this ____ day of _____, 2004, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be _____ of _____, a Corporation, and that he/she, as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, in the capacity therein stated, by him/herself as _____.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

Pachter, Jonathan

From: Cerenzia, Joseph
Sent: Monday, January 05, 2004 10:22 AM
To: Pachter, Jonathan
Cc: Stewart, Joyce
Subject: FW: Pennsylvania Association of Conservation Districts

JP,

Note information below. These are the folks we should speak with about the wetland area along 18 South. Gary Stokum is the director; we've worked with him on several projects, already. We can discuss it more this afternoon at 519. Also, I want to provide financial support for this conference.

JC

-----Original Message-----

From: Laurie Popeck [mailto:wccd@pulsenet.com]
Sent: Thursday, November 06, 2003 9:13 AM
To: Joe Cerenzia
Subject: Pennsylvania Association of Conservation Districts

November 6, 2003

Dear friend,

On behalf of the Pennsylvania Association of Conservation Districts (PACD), the Washington County Conservation District would like to inform you of the upcoming annual conference that will be held on July 25th through July 28th. This year, the PACD has selected the Wyndham Hotel, located north of Pittsburgh off of the Montour Run Road exit, to be the location for the conference.

Sixty-seven conservation districts from across the state of Pennsylvania, consisting of around 400 people, will converge at the Wyndham for this event, which will provide the opportunity for your organization to receive publicity by becoming a sponsor for this conference.

We are asking for your help by contributing donations to the PACD. The funds can be used toward any part of the conference, if you have a preference, or we will allocate the money to the area that is most in need. Some of the items that we need help with defraying the costs include:

- ◆ Promotional activities—conference program, banners, etc.
- ◆ Transportation—field trips are planned to the Carnegie Science Center, the Pittsburgh Voyager, the Senator John Heinz History Center, and the Pittsburgh Aviary. Buses cost approximately \$130.00 each and vans cost \$100.00 each.
- ◆ Hospitality room—provide refreshments/snacks
- ◆ Welcome packages—key chains, pencils, pens, plastic bags, etc with your organization's

logo on such items, which will all be placed into "District Packages" that will be given to the conference attendees.

- ◆ Door prizes—art work, crafts, books, calendars, etc. to be raffled off at the banquet.

With the help of your organization, you will be contributing to not only a financial need of offering various needs of the conference, but also a valuable organization that is dedicated to improving the quality of life for everyone.

We thank you for your time and consideration of assisting our organization. If you have any questions, please feel free to contact either myself or Laurie Popeck, Watershed Specialist, and we will be happy to assist you.

Sincerely,

Gary Stokum
District Manager

Washington County Conservation District
100 West Beau Street
Suite 602
Washington, PA 15301
724-228-6774 (phone)
724-223-4682 (fax)

CONSTRUCTION NOTIFICATION

FILE NO: 200200371

APPLICANT: Consolidated Pennsylvania Coal Company

PROJECT LOCATION: in an unnamed tributary to Enlow Fork, near West Finley, Greene County, Pennsylvania

Construction will start on _____ and will be completed on _____.
(date) (date)

Signature: _____

Title: _____

NOTE: You must return this form to the following address 10 days prior to commencement of the work.

U. S. Army Corps of Engineers, Pittsburgh District
ATTN: CELRP-OR-F
Room 1834 William S. Moorhead Federal Bldg.
1000 Liberty Avenue
Pittsburgh, PA 15222-4186