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DEED OF CONSERVATION EASEMENT
TO THE COUNTY OF MONROE IN PERPETUITY

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made this
11 day of JUNE, 2009, by and between
Estate Of Wesley Kubenheaker (hereinafter "Grantor") and the County
of Monroe, Pennsylvania by and through its Agricultural Land Preservation Board (hereinafter
"Grantees") pursuant to the Agricultural Area Security Law (P.L. 128, No 43) as amended
(hereinafter "Act") is made pursuant to the Act.

Whereas, Grantor is the sole owner of all that certain land situate in Eldred
Township, Monroe County, Pennsylvania more particularly described in Exhibit "A" attached
consisting of 28.9843 acres and all buildings and improvements erected thereon (the "subject
land");

AND WHEREAS, the said Agricultural Land Preservation Board has determined to
purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, all holders of liens or other encumbrances upon the subject land have
agreed to release or subordinated their interests in the subject land to this Deed of Agricultural
Conservation Easement and to refrain from any act inconsistent with its purpose;

NOW THEREFORE, in consideration of the sum of \$ 150,718.36 dollars, the
receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain
and sell, and convey to the County of Monroe (through its Agricultural Land Preservation
Board), its successors and assigns (hereinafter "Grantees") and Grantees voluntarily accept, an
agricultural conservation easement in the subject land, under and subject to the Act and to the
following terms and conditions:

1. Permitted Acts - During the term of the agricultural conservation easement conveyed
herein, the subject land shall be used solely for the production for commercial purposes of crops,
livestock and livestock products, including the processing or retail marketing of such crops,
livestock or livestock products if more than fifty percent of such processed or merchandised
products are produced on the subject land (hereinafter "agricultural production"). For purpose of
this Deed, "crops, livestock and livestock products" include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, hay, potatoes and dry beans;
- (b) Fruits, including apples, peaches, grapes, cherries and berries;
- (c) Vegetables, including tomatoes, snap beans, cabbage, carrots, beets, onions and mushrooms;
- (d) Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees and flowers;

- (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs;
- (f) Timber, wood and other wood products derived from trees; and
- (g) Aquatic plants and animals and their byproducts.

Except as permitted in this Deed, neither Grantor nor his agents, heirs, executors, administrators, successors and assigns, nor any person, partnership, corporation or other entity claiming title under or through Grantor, or their agents, shall suffer, permit, or perform any activity on the subject land other than agricultural production

2. Construction of Building and Other Structures – The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:

- (a) The erection of fences for agricultural production and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.
- (b) The construction of one additional residential structure is permitted if;
 - (i) The construction and use of the residential structure is limited to providing housing for persons employed in farming the subject land on a seasonal or full-time basis,
 - (ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,
 - (iii) The residential structure and its curtilage occupy no more than two acres of the subject land, and
 - (iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production.
- (c) The construction or use of any building or other structure for agricultural production is permitted.
- (d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted.

3. Subdivision – The subject land may be subdivided if subdividing will not harm the economic viability of the subject land for agricultural production. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities – The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by underground mining methods, gas, oil or oil products is permitted. The term “granting of rights-of-way” includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

5. Mining – The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and gas by the owner of the subject land or the owner of the underlying coal by the underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining methods, oil and gas, or the development of appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. Rural Enterprises – Customary part-time or off-season minor or rural enterprises and activities which are provided for in the Country Agricultural Easement Purchase Program approved by the State Board are permitted.

7. Soil and Water Conservation – All agricultural production on the subject land shall be conducted in accordance with a conservation plan approved by the Country Conservation District or the Country Board. Such plan shall be updated every ten years and upon any change in the basic type of agricultural production being conducted on the subject land. In addition to the requirements established the County Conservation District or the Country Board the conservation plan shall require that:

- (i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove excessive soil from the subject land, and
- (ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production.

8. Responsibilities of Grantor Not Affected – Except as specified herein, this Deed does not impose any legal or other responsibility on the Grantees, their successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantees have no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee’s exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No 108), known as the Hazardous Sites Cleanup Act.

Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantees, their successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.

9. Enforcement – Annually, Grantees, their successors, assigns or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to the Grantor, his heirs, executors, administrators, successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the county and the landowner.

Grantees, their successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantees have reasonable cause to believe the provisions of this Deed have been or are being violated.

Grantor acknowledges that any violation of the terms of this Deed shall entitle Grantees, their successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, his heirs executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

10. Duration of Easement – The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be perpetual in duration. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

11. Conveyance or Transfer of the Subject Land – Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation or other entity claiming title under or through Grantor, shall notify Grantees in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred. This obligation shall apply to any change in ownership of the subject land.

The restrictions set forth in this Deed shall be included in any deed purporting to convey or transfer an ownership interest in the subject land.

12. Applicability - Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

ADDENDUM

Subdivision of Restricted Land

General - The following conditions shall apply to subdivision of lands eased through the Monroe County Agricultural Land Preservation Program whether the easement be held solely by the State, solely by the County, or held jointly by the State and County.

(A) Authority to prohibit subdivision. The Monroe County Agricultural Land Preservation Program prohibits the subdivision of restricted land if the landowner can accomplish the construction and use of a principal residence or housing for seasonal or full-time farm employees in accordance with Section 14.1 (c)(6)(iv) of the Act (3 P.S. Section 914.1 (c)(6)(iv)), under the applicable subdivision and land development ordinance, by land development other than subdivision.

(B) Discretion to allow subdivision. The Monroe County Agricultural Land Preservation Program allows the subdivision of restricted land, and places restrictions or conditions upon subdivision in those instances where the conditions of subsection (A) above cannot be accomplished without applicable subdivision of land under the municipal land development and subdivision ordinances.

(C) Requisite: Preservation of economic viability for agricultural production. Subsection (B) notwithstanding, a county program shall not permit a subdivision which would harm the economic viability of the farmland for agricultural production.

(D) Requisite: Prevention of conversion to non-agricultural uses; exception. Subsection (B) notwithstanding, a county program shall not permit a subdivision which would convert land which has been devoted primarily to agricultural use to another primary use except that, without regard to this requirement, the Monroe County Agricultural Land Preservation Program permits one tract to be created by subdivision for the purpose of the construction of a principal residence for the landowner.

(E) The prohibitions, restrictions and conditions of subdivision of eased land as set forth in Subsection (D) of this section shall be recited verbatim in the deed for all subdivided and remaining parcels.

(F) All costs associated with subdivision shall be the responsibility of the landowner.

(G) Nothing in this section shall relieve the landowner of any municipal, county or state regulation, procedures or requirements necessary for the subdivision of land.

(H) Notice to landowner. The Monroe County Agricultural Preservation Board shall do at least one of the following:

a) File its county program, or that portion setting forth any prohibitions or restrictions with respect to subdivision of restricted land, at the Office of the Recorder of Deeds for Monroe County, and reference the place of filing of these prohibitions or restrictions in the deed of agricultural conservation easement.

b) Recite the prohibitions or restrictions with respect to subdivision verbatim in the deed of agricultural conservation easement.

Exhibit A

ALL THAT CERTAIN tract or parcel of land situate in a portion of the Township of Eldred and a portion of the Township of Polk, County of Monroe, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point marking the intersection of the centerline of Twp. Rd. No. 375 (Frable Drive) with the centerline of Pa.S.R. 305 (Weir Mountain Road) as shown on a plan titled "Preliminary and Final Plan Minor Subdivision of Lands of the Estate of Nina Mae Kuhlenbeaker", dated February 3, 2006, and recorded in Plot Book Vol. 79, page 132; Thence in and along said centerline of Pa.S.R. 3005 the following six (6) courses and distances, namely;

1. North 46 degrees 06 minutes 24 seconds East 13.19 feet to a point of curvature;
2. on a curve to the left having a radius of 200.00 feet to an arc length of 81.69 feet (chord bearing and distance being North 34 degrees 24 minutes 20 seconds East 81.12 feet) to a point of tangency;
3. North 22 degrees 42 minutes 16 seconds East 220.43 feet to a point of curvature;
4. on a curve to the right having a radius of 335.00 feet for an arc length of 182.63 feet (chord bearing and distance being North 38 degrees 19 minutes 20 seconds East 180.38 feet) to a point of reverse curvature;
5. on a curve to the left having a radius of 2225.00 feet for an arc length of 253.45 feet (chord bearing and distance being North 50 degrees 40 minutes 37 seconds East 253.32 feet) to a point of tangency;
6. North 47 degrees 24 minutes 49 seconds East 969.00 feet to a point; thence leaving said centerline of Pa.S.R. 3005, by lands of Ruth M. Cyr South 21 degrees 57 minutes 16 seconds East (at 16.50 feet passing an iron pin) 69.03 feet to an iron pin; Thence by the same North 78 degrees 02 minutes 44 seconds East 57.75 feet to a pipe; Thence by the same South 21 degrees 57 minutes 16 seconds East (at 1259.60 ft. passing an iron pin) 1276.10 feet to a point in the afore-mentioned centerline of Twp. Rd. No. 375; Thence in and along said centerline of Twp. Rd. No. 375 the following five (5) courses and distances, namely;

1. South 83 degrees 51 minutes 57 seconds West 364.09 feet to a point;
2. South 83 degrees 03 minutes 19 seconds West 319.69 feet to a point;
3. South 86 degrees 30 minutes 59 seconds West 100.00 feet to a point;
4. North 88 degrees 21 minutes 01 seconds West 100.00 feet to a point;
5. North 85 degrees 54 minutes 21 seconds West 365.79 feet to a point;
6. North 84 degrees 35 minutes 21 seconds West 165.01 feet to a point;
7. North 83 degrees 09 minutes 41 seconds West 315.05 feet to the place of BEGINNING.

CONTAINING 28.9843 acres of land. Being Lot No. 4 a shown on the above described plan.

Exhibit 7.d

Commonwealth of Pennsylvania

Conservation Plan Agreement

Landowner or Operator: Estate of Wesley Kitchenbecker
Address: RR #3 Box 628 City: Kunkleburn State: Pa Zip: 18058
Telephone: 610-381-3266
Township: Eldred Easement Acreage: 28.984

WHEREAS, the Deed of Agricultural Conservation Easement requires that all agricultural production on the subject land shall be conducted in accordance with a Conservation Plan;

WHEREAS, a Conservation Plan for the subject land has been prepared by Monaca County Conservation District, dated 4-14-88, and identified as plan number Farm #318, or as amended, is located on file in the Monaca County Conservation District office and a copy of which is maintained in the landowners file documentation in both the County Agricultural Land Preservation Board office and the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation office, as required by Act 43 and Chapter 138e. Rules and Regulations;

WHEREAS, the Grantor(s) do hereby agree to voluntarily accept the terms of the Conservation Plan and implement the said plan according to the implementation schedule contained in the plan;

NOW THEREFORE, this plan conforms to the technical requirements of the local NRCS Field Office Technical Guide (FOTG) and the terms of the Deed of Agricultural Conservation Easement.

AND, In Witness Whereof, the undersigned have agreed to the following:

I/We acknowledge and agree to comply with the conservation practices and implementation schedules as written and agreed upon prior to settlement on the easement, as indicated in the Conservation Plan identified as Plan No. Farm #318 for Tract(s) No. 06623700726483. If the management or operation of this property changes, I/We will contact the County Board and/or conservation plan preparer to modify the Conservation Plan as necessary. I/We hereby agree to give permission to the plan preparer to release a copy of said plan, as well as any updates to that plan, on an as-needed basis to the County Board office and the Bureau of Farmland Preservation.

Operator/Owner: [Signature] Date: 6/11/2009
Witness: [Signature] Date: 6-11-09

Operator/Owner Date Witness Date

Conservation Plan approved by the Monaca County Ag Land Board as prepared by Monaca County Conservation District

Christine Jettow 6-11-09
Board Representative Date