

**AWARD AGREEMENT**  
from the  
**TRANSCO/Delaware Riverkeeper Network**  
**Environmental Restoration Fund**

Project Title: Killinger Creek Restoration Project  
Location: Annville Township, Lebanon County, PA

THIS AWARD AGREEMENT (the "Agreement") is entered into this <sup>5<sup>th</sup></sup> ~~10<sup>th</sup>~~ day of October, 2021, by and between The Conservation Fund, a Nonprofit Corporation ("TCF") and Trout Unlimited, Doc Fritchey Chapter ("**Trout Unlimited**").

**BACKGROUND**

1. TCF is the fiscal agent and administrator of funds deposited by the Transcontinental Gas Pipeline Company LLC ("Transco") into the *Transco/Delaware Riverkeeper Environmental Restoration Fund*, to be made available to a non-profit conservation organization to fund all or a portion of the design and permitting costs for an environmental restoration selected by the Delaware Riverkeeper Network (the "Restoration Funds").
2. The Delaware Riverkeeper Network ("DRN") selected an environmental restoration project proposed by Trout Unlimited, which involves a 1400 -foot stream stabilization and restoration project on Killinger Creek, located in Lebanon County, Pennsylvania, as more fully described in the project proposal and cost estimate attached hereto as Exhibit A (the "Project Proposal") to be financed, in part, with the Restoration Funds.
3. TCF hereby awards to Trout Unlimited a portion of the Restoration Funds to assist with funding, design and permitting costs of the Restoration Project, subject to and in accordance with the terms and conditions herein.

**NOW THEREFORE**, in consideration of the foregoing, and the mutual representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

**AGREEMENT**

**I. AWARD:** TCF awards to Trout Unlimited the sum of One Hundred Thirty Thousand and 00/100 Dollars (**\$130,000**) (the "**Award Proceeds**"), to fund costs related to the design and permitting of the Restoration Project. Trout Unlimited shall ensure that the design plans for the Restoration Project specifically identify "The Conservation Fund and its assigns" as intended uses of design plans. No portion of the Award Proceeds may be used to cover any of Trout Unlimited's general operating, administrative, overhead, administrative or other indirect expenses of the

Project.

**II. PURPOSE:** The Restoration Project involves the design and permitting of a 1400-foot stream stabilization and restoration project on Killinger Creek in South Annville Township in Lebanon County, Pennsylvania, which will include an associated riparian buffer and restored wetland. Killinger Creek is a tributary of Quittapahilla Creek and ultimately Chesapeake Bay. The project shall be constructed on two parcels of private property owned by: Melvin Huber; and Ivan Burkholder (the "Adjoining Landowners").

**III. PERIOD OF PERFORMANCE:** The period of performance shall commence on the date the last party executes this Agreement, as shown on the signature pages of this Agreement, and shall terminate on the date when all required permits are issued for the Restoration Project and copies of the permits are received by TCF, which must occur no later than the second anniversary of the date this Agreement was fully executed by the parties.

**IV. TROUT UNLIMITED'S DUE AUTHORITY AND CAPACITY TO PERFORM:** Simultaneously with Trout Unlimited's execution of this Award Agreement, Trout Unlimited shall deliver to TCF the following documents to demonstrate Trout Unlimited's due authority and capacity to enter into the Award Agreement and fulfill its obligations hereunder:

1. Trout Unlimited's Board Resolution authorizing Trout Unlimited's entry into this Award Agreement, including identification of the party/parties authorized to execute the Award Agreement on behalf of Trout Unlimited; and
2. Trout Unlimited's IRS - 501(c)(3) Determination Letter.

**V. CONDITIONS PRECEDENT TO DISBURSEMENT OF AWARD PROCEEDS:** TCF's obligation to disburse all or any portion of the Award Proceeds shall be subject to Trout Unlimited's satisfaction of the following condition precedent:

Trout Unlimited shall provide TCF with copies of Right of Entry Agreements, in a form attached hereto as **Exhibit B** ("Right of Entry Agreements"), duly executed and notarized by the adjoining landowners: Melvin J. Huber; and Ivan Burkhold (the "Adjoining Landowners"). The Right of Entry Agreements shall allow Trout Unlimited and its contractors, project funders, and other parties accompanied by Trout Unlimited, to enter the properties owned by the Adjoining Landowners to gain access to the Restoration Project area for the purpose of design and permitting.

**VI. DISBURSEMENT OF AWARD PROCEEDS:** Award Proceeds shall be disbursed by TCF to Trout Unlimited in one lump sum payment prior to commencement of work on the design and permitting of the Restoration Project, within 15 working days after TCF's receipt of Trout Unlimited's request for payment ("Payment Request"). Trout Unlimited's Payment Request must be accompanied by final forms of contracts for the design, engineering and permitting services to be funded with the Award Proceeds, confirming the costs for the design, engineering and permitting services. TCF shall only be obligated to fund the actual costs of the design and

permitting services, as evidenced by the executed services contracts, in an amount not to exceed the \$130,000 award amount. If the price under the services contracts exceeds \$130,000, Trout Unlimited must provide TCF with evidence of how the excess costs under the services contract shall be funded.

**VII. REPORTING REQUIREMENTS/FINAL REPORT:** It is the responsibility of Trout Unlimited to keep TCF regularly informed of Project progress. Trout Unlimited will communicate early and in writing with TCF about any problems pertaining to the costs, funding or completion of the Project.

Trout Unlimited is expected to maintain complete books and records of revenues and expenditures relating to the Award, together with appropriate supporting documentation in compliance with generally acceptable accounting practices. The books and records shall be made available to TCF for inspection and copying at all reasonable times if deemed necessary by TCF, for a period of five (5) years after the end of the Period of Performance.

Trout Unlimited will provide a final report for the project using the template attached hereto as Exhibit C (the "Final Project"), within thirty (30) days of completion of the Project, which shall include a financial report, and copies of marked paid receipts for all expenditures funded with the Award Proceeds. TCF and its funders will also be offered the opportunity to visit the Project site.

**VIII. DEFAULT/ TERMINATION:** Should Trout Unlimited default in its performance of any of the terms and conditions contained herein, and fail to correct such default within the time frame established for cure in a written notice of default issued by TCF, then TCF may, at its sole discretion, immediately terminate the Award and demand that Trout Unlimited repay to TCF within ten (10) days following the date of TCF's written notice of default: (a) all Award proceeds that have not yet been expended on the Restoration Project; and (b) any Award proceeds that have not been legitimately expended on the Restoration Project, plus (c) interest earned on these thereon at a rate of 5% per annum.

**IX. INDEMNIFICATION:** In making this Award, TCF assumes no liability for injuries or loss to persons or property resulting from Trout Unlimited's activities under this Agreement. Trout Unlimited agrees to indemnify TCF and Transco and their respective officers, employees, agents and contractors, from any liability, claims of liability, judgments, actions or suits of any kind whatsoever arising from Trout Unlimited's negligence or willful misconduct arising in connection with the Award or the Restoration Project.

**XII. PUBLICITY AND ACKNOWLEDGMENT OF SUPPORT:** Trout Unlimited will give appropriate credit to TCF and Transco for their financial support in all press releases, publications, annual reports, video credits, dedications, and other public communications regarding the Project and the Award. Trout Unlimited shall provide TCF with copies of all press releases at least five (5) business days before publication. Trout Unlimited gives TCF the right and authority to publicize TCF's cooperative financial support for the Restoration Project, the Award and Trout Unlimited, in press releases, publications and other public communications.

**XIII. NOTICE:** All notices and correspondence between the parties should be addressed to:

**TCF:** Kyle Shenk  
The Conservation Fund  
P.O. Box 1306  
Camp Hill, PA 17011  
Phone: (717) 816-6451  
E-mail: [kshenk@conservationfund.org](mailto:kshenk@conservationfund.org)

**With a copy to:** Jodi R. O'Day  
Deputy General Counsel  
The Conservation Fund  
410 Severn Avenue, Suite 204  
Annapolis, MD 20143  
Phone: (410) 482-2826  
E-mail: [joday@conservationfund.org](mailto:joday@conservationfund.org)

**TROUT UNLIMITED:** Russell W. Collins  
Immediate Past President & Conservation Chair  
1167 S Forge Rd  
Palmyra, PA 17078  
Phone: (717)580-3958  
E-mail: [russ@dftu.org](mailto:russ@dftu.org)

Each party shall provide written notice to the other of any changes in their notice information.

**XIV. MISCELLANEOUS:**

1. Assignment and Subcontracts. Trout Unlimited shall not assign or convey any rights or benefits arising from the Award or this Agreement to any other entity without the prior written consent of TCF, which may be granted or withheld in TCF's sole discretion.
2. Additional Support. In making this Award, TCF assumes no obligation to provide further funding or support to Trout Unlimited beyond the terms stated herein. Contributions made to Trout Unlimited under this Agreement shall not be interpreted by direct reference or implication, as an endorsement by TCF of Trout Unlimited's activities.
3. ATTACHMENTS: This Award Agreement requires an understanding of and compliance with all attached documents listed below, which shall be completed by Trout Unlimited and delivered to TCF:
  - a. ATTACHMENT A: Project Proposal and Budget;

- b. ATTACHMENT B: Executed and Notarized Right of Entry Agreements with two adjoining landowners:
- c. ATTACHMENT C: Template of Final Report

- 4. COUNTERPARTS. This Agreement may be executed in counterparts, all of which shall constitute one agreement which shall be binding on all the parties, notwithstanding that all the parties are not signatory to the original or the same counterpart.
- 5. OFFER. This Agreement will constitute an offer to Trout Unlimited that can be accepted only by Trout Unlimited signing and delivering an executed original of this Agreement to TCF on or before October 15, 2021. TCF may withdraw such offer in writing at any time prior to execution by TCF.

\*\*\*\*\*

Executed and made effective by each party's authorized representative.

**THE CONSERVATION FUND**

By: Jodi R O'Day Date: 10/28/2021

Name: Jodi R. O'Day Title: Deputy General Counsel

**TROUT UNLIMITED , DOC FRITCHEY CHAPTER**

By: RW Collins Date: 10/5/2021

Name: Russell W. Collins Title: Immediate Past President

**EXHIBIT A**  
**PROJECT PROPOSAL AND BUDGET**

**CONTRACT AGREEMENT  
BETWEEN**

**DOC FRITCHEY CHAPTER TROUT UNLIMITED**

**AND**

**CLEAR CREEKS CONSULTING, LLC**

**THIS AGREEMENT** made this 12th day of August in the year of 2021 by and between Clear Creeks Consulting, LLC, hereafter referred to as Contractor, and the Doc Fritchey Chapter Trout Unlimited, a non-profit organization incorporated in Pennsylvania, hereafter referred to as DFTU.

**WHEREAS**, DFTU has appointed Contractor to furnish the professional services outlined in Exhibit A - Clear Creeks Consulting, LLC Scope of Work to conduct topographic surveys, field studies and hydrologic and hydraulic studies, develop a restoration design, and obtain local, state and federal permits for the restoration of approximately 1,430 linear feet of stream along Killinger Creek on the Huber and Burkholder Properties in South Annville Township, Pennsylvania, hereinafter referred to as Project.

**WHEREAS**, funding for Project shall be provided through a grant from The Conservation Fund. To avoid undue delays in payment of Contractor's invoices, DFTU shall ensure sufficient funds have been deposited in an account established by DFTU prior to a written notice to proceed being given to the Contractor.

**WHEREAS**, the landowners along the reaches of Killinger Creek to be affected by implementation of the Project are not parties to this agreement, DFTU will coordinate with the landowner to obtain all agreements and access permission necessary for the Project to proceed.

**WITNESSETH**

DFTU and the Contractor, in consideration of the performance on their respective parts of the several provisions herein contained, and intending to be legally bound, agree as follows:

**ARTICLE 1 - GENERAL**

The Contractor shall hold harmless DFTU for any personal injuries sustained by the Contractor's personnel or for the loss of or damage to Contractor's equipment, materials, and supplies resulting from the execution of this Project.

**ARTICLE 2 - RESPONSIBILITY OF THE CONTRACTOR**

2.1 The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of the base maps, hydrologic and hydraulic analysis, field data collection, design plans, design report and permit applications furnished by the Contractor under this agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his data, base maps, report, designs, drawings, or final plans.

2.2 The rights and remedies of DFTU provided for under this agreement are in addition to any other rights and remedies provided by law.

**ARTICLE 3 - SCOPE OF WORK AND SCHEDULE**

3.1 The Contractor's Scope of Work dated January 20, 2021 attached as Exhibit A is hereby made part of this agreement. The generalized tasks for the project are:

1. Topographic Survey and Base Map Preparation
2. Hydrologic and Hydraulic Analysis
3. Field Studies and Design Criteria
4. Preliminary Design
5. Final Design and Final Design Report
6. Erosion and Sediment Control Plans and Construction Documents
7. Local, State and Federal Permit Applications

3.2 The Contractor will complete all work in accordance with the Work Schedule dated January 20, 2021 attached as Exhibit B is hereby made part of this agreement.

**ARTICLE 4 - RESPONSIBILITY OF DOC FRITCHEY TROUT UNLIMITED**

4.1 DFTU shall be responsible for ensuring that the Landowner Agreement Letters have been obtained from the participating landowner along the project area.

4.2 DFTU shall be responsible for ensuring that the participating landowner along the project area has granted the Contractor access for purposes of conducting the topographic survey, collecting field data and conducting pre-application site visits with the permitting agencies.

**ARTICLE 5 - TERMINATION**

Should the project be abandoned or terminated prior to completion, DFTU shall pay the Contractor the proportionate share of the fee earned at the time of termination. No amount of fee shall be allowed for anticipated profit for work not performed.

**ARTICLE 6 - PAYMENT**

6.1 DFTU covenants and agrees in consideration of the Contractor's professional services called for by Article 3 to pay the Contractor for such services as detailed herein and in the attached Scope of Work.



- 6.2 Costs for the Contractor's professional services are indicated in the Contractor's Scope of Work and shall include professional fees only. Travel (including mileage) and miscellaneous reimbursable expenses are not included.
- 6.3 Unless agreed to by DFTU, the total Professional Fee payable to the Contractor under this agreement shall not exceed One Hundred Twenty Nine Thousand Five Hundred Ninety Five Dollars and No Cents (\$129,595.00) for the Project.
- 6.4 The Contractor shall invoice DFTU on a monthly basis as the work proceeds. Costs by subtask as outlined in the Scope of Work include: professional fees only. The monthly invoice will include the professional fee from the Scope of Work applicable to that portion of the work completed during the preceding month. DFTU shall remit payment within sixty (60) days of receipt of an invoice.
- 6.5 Final payment of the Contractor shall be made upon completion and acceptance of the professional services specified under the terms of this agreement.
- 6.6 No additional work shall be performed without written authorization from DFTU.

**ARTICLE 7 - NOTICES**

It is agreed that all notices that are required to be given by either party to the other may be either personally delivered or sent by registered or certified mail, return receipt requested, properly addressed and postage prepaid to the addresses for the parties herein given unless another address shall have been substituted for such by notice in writing. Such notice shall be addressed or delivered to:

Contractor:	Clear Creeks Consulting, LLC 1317 Knopp Road Jarrettsville, Maryland 21084
DFTU:	Doc Fritchey Chapter Trout Unlimited P.O. Box 227 Palmyra, PA 17078

**ARTICLE 8 - VOIDABLE PROVISIONS**

It is agreed that if any provisions of this Agreement shall be determined to be void by any court or competent jurisdiction, then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one (1) of which would render the provision valid, then the provision shall have the meaning which renders it valid.

**EXHIBIT A**

**Design and Permitting Scope of Work and Budget for  
Killinger Creek Restoration Project – Huber/Burkholder Properties  
(Revised 09/07/2021)**

Phase 1 – Design and Permitting

Task 1.0 – Topographic Survey and Base Map Preparation

1. Set up a GPS ground control network.
2. Field-run survey will be conducted to provide detailed channel topography and floodplain topography along 1,430 feet of Killinger Creek from 50 feet upstream of the Musser Driveway Bridge downstream to the lower property boundary of the Burkholder Property. This will include:
  - a) The floodplain survey will extend to the limits shown on the attached exhibit.
  - b) The longitudinal profile will be surveyed along the entire project reach. The profile survey will follow the thalweg and include channel bed, water surface, and top of bank profiles at key points (e.g., top and bottom of riffles, bottom of run, Dmax of pools, and top of glide, etc.);
  - c) A baseline will be established along the right floodplain/terrace for the entire length of the project reach.
  - d) Significant in channel features (e.g. spring heads, rock outcrops) will be identified.
  - e) Limits of wetland areas on the Burkholder Property will be identified and surveyed.
  - f) Identification and survey of existing fence lines and livestock crossings, etc.
  - g) Survey upstream, downstream and through the stream sections at the driveway bridge with sufficient detail to allow hydraulic analysis of this structure.
  - h) Vertical and horizontal controls will be set.
3. Develop the following base maps of the project area from field run survey for use in developing restoration designs.
  - a) The plan view will be prepared at 1 in. = 20 ft. Cross-sections will be prepared at 1 in. = 5 ft. vertical and 1 in. = 5 ft. horizontal. Longitudinal Profile will be prepared at 1 in. = 5 ft. vertical and 1 in. = 20 ft. horizontal.
  - b) The plan view will include topography at one-foot contour intervals in the channel and across the floodplain/terraces and adjacent hill slopes to either side of the channel. It will show existing structures, such as buildings, retaining walls, fences, roads, drainage pipes, bridge; Major stream features (e.g., point bars, depositional areas, rock outcrops, etc.) will be shown.

\$10,625.00

Task 2.0 – Hydrologic Analysis and Hydraulic Analyses

1. Utilizing standard hydrologic modeling methods (TR-20) develop the peak discharge rate for the 1-, 2-, 10-, 50- and 100-year 24-hour storms under existing conditions for the project reach. The model will be calibrated to regional regressions and/or the FEMA 100-year published flow data to serve as the basis for analyzing in the following flood plain modeling effort.
2. Utilizing the 1-, Bankfull, 2-, 10-, 50 and 100-year flows developed from the hydrologic analysis and regional regressions, conduct existing and proposed hydraulic analyses for the project reach. Traditional methods including HEC-RAS will be used to approximate and model existing and proposed water surfaces and hydraulic parameters associated with these flow events.

\$22,950.00

Task 3.0 – Field Studies and Design Criteria

1. Conduct Level II and Level III Geomorphic Assessment.
2. Identify and survey a local reference reach and/or utilize a reference reach database.
3. Collect and analyze bulk sediment to verify sediment transport capacity.
4. Determine design bankfull channel dimensions.

\$4,800.00

Task 4.0 – Preliminary Design

1. Utilizing the field-run topographic survey base maps, Clear Creeks will develop hand drawn preliminary design plans that include plan view sheets, cross-section sheets, profile sheets, and preliminary landscape plans for the Killinger Creek corridor.
2. Utilizing the hand drawn preliminary design plans prepared by Clear Creeks, EPR will develop CADD drawings that include plan view sheets, cross-section sheets, profile sheets, and preliminary landscape plans for the Killinger Creek corridor.

\$35,505.00

Task 5.0 – Final Design

1. Utilizing the field-run topographic survey base maps, Clear Creeks will develop hand drawn Final Design Plans. The Final Design Plans package will include grading plans, cross-section sheets, profile sheets, and grading typical details, and final landscape plans for the Killinger Creek corridor.
2. Utilizing the hand-drawn plans provided by Clear Creeks, EPR will draft in CADD the final design plans and landscape plans. The Final Design Plans package will include grading plans, cross-section sheets, profile sheets, and grading typical details, and final landscape plans for the Killinger Creek corridor.
3. Clear Creeks will prepare a Final Design Report that summarizes the results of the geomorphic assessment, hydrologic and hydraulic analysis, development of channel design criteria, and environmental and cultural assessments. The Report will include a narrative of all methods and results, hydrologic and hydraulic data summary tables, exhibits presenting watershed, soils, land use, locations of hydraulic modeling cross-sections, plots of modeling cross-sections and profiles, wetland delineation maps, etc.
4. Utilizing the Final Design CADD drawings, Clear Creeks will prepare hand drawn Erosion and Sediment Control Plans including sequence of construction, stockpile and staging areas, clean water diversion, sediment and erosion control measures.
5. Utilizing the hand-drawn plans provided by Clear Creeks, EPR will draft in CADD the Erosion and Sediment Control Plans including sequence of construction, stockpile and staging areas, clean water diversion, sediment and erosion control measures.
6. Clear Creeks will prepare Construction Specifications and a Bid Package that includes materials (wood, rock, and plant) specifications and quantities, and structure tables.
7. EPR will assist in preparing Construction Specifications and a Bid Package that includes earthwork (cut & Fill) quantities; geometry coordinates (plans, line & curve tables, and cross-section stakeout points)
8. A Professional Engineer licensed in the state of Pennsylvania will review, sign and seal the final design plans.

\$30,594.00

Task 6.0 – Local State and Federal Permit Applications

1. Conduct environmental assessments required for permitting including wetland delineation, archeological, historical, RET, etc.
2. Phase1 Bog Turtle Survey.
3. Conduct a pre-application field meeting with the local, state and federal permitting agencies to present the preliminary design plans, discuss overall project goals and objectives and site-specific constraints.
4. Prepare Erosion and Sediment Control Submittal Package.

5. Prepare Joint Permit Application packages for submission to Doc Fritchey Trout Unlimited. The authorized representative for the DFTU will sign and forward the permit application package to the permitting agencies.	
6. Prepare written responses (with accompanying plan revisions) to agency comments and or questions.	\$19,830.00
Permit Fees	<u>\$1,000.00</u>
	\$20,830.00
Total Phase 1– Survey, Design and Permitting Professional Fees	\$129,083.00

**EXHIBIT B**

**COPIES OF ADJOINING LANDOWNER  
EXECUTED AND NOTARIZED RIGHT  
OF ENTRY AGREEMENTS**

Right of Entry Agreement  
pertaining to the Killinger Creek Restoration Project, in South Anneville Township, PA  
being pursued by Trout Unlimited, the Doc Fritchey Chapter

THIS RIGHT OF ENTRY AGREEMENT dated this 5th day of October, 2021, is entered into by Ivan G. Burkholder and Gloria H. Burkholder, and their successors and assigns (the "Adjoining Landowner") and Trout Unlimited 108, the Doc Fritchey Chapter ("Trout Unlimited").

BACKGROUND INFORMATION

A. Trout Unlimited as received certain funding from the *Transco/Delaware Riverkeeper Restoration Fund*, administered by The Conservation Fund, a Non-Profit Corporation, to design, engineer and permit a stream stabilization and restoration project situated along 1,400 linear feet of Killinger Creek, located in South Anneville Township, in Lebanon County, Pennsylvania, which will include the restoration of an associated riparian buffer and wetland (the "Restoration Project"), as shown on the map attached hereto as Exhibit A (the "Project Map"); and

B. The Adjoining Landowner, owns certain land that adjoins or is situated in the Restoration Project area, as shown on the Project Map; and which is more fully described in a deed dated December 10, 1998, from Ivan G. Burkholder to the Adjoining Landowner, and recorded in the Office of the Recorder of Deeds for Lebanon County, Pennsylvania in Book 346 page 437, a copy of which is attached hereto as Exhibit B (the "Adjoining Land").

C. Trout Unlimited desires to gain access to and from the Restoration Project over and through the Adjoining Land (as shown on the map attached as Exhibit A), for the purpose of designing, engineering, permitting, as more fully described herein.

D. The Adjoining Landowner agrees to grant Trout Unlimited access to the Restoration Project through the Adjoining Land, subject to and in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the benefits that the Adjoining Landowner shall enjoy from Restoration Project, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Access over the Adjoining Land. The Adjoining Landowner hereby grants to Trout Unlimited and its contractors, project funders and other parties who are accompanied by Trout Unlimited staff, the right to enter the Adjoining Land at all reasonable time for the purposes of accessing the Restoration Project Area, as shown on the Map attached hereto access by, through and over the Adjoining Land for the purpose of designing, engineering, permitting, the Restoration Project.
2. Adjoining Landowner shall not Disturb the Restoration Project. For the duration of this Right of Entry, the Landowner shall not alter, modify, construct temporary or permanent improvements on or take any other action that will alter, harm or be detrimental to the Restoration Project or any of the positive environmental impacts resulting from the Restoration Project.

3. Duration of this Right of Entry Agreement. All access rights granted to Trout Unlimited under this Right of Entry shall remain in effect throughout the planning and permitting phase of the restoration project.

4. Effectiveness of the Right of Entry. This Right of Entry shall run with the land and be binding up the Adjoining Landowner and successors and assign in title, for the duration of this Right of Entry Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Right of Entry Agreement on the date first above written.

Trout Unlimited:

Trout Unlimited 108, Doc Fritchey Chapter

By:  (Seal)

Name: Russell W. Collins

Duly Authorized Representative

Adjoining Landowner:

 (Seal)

Name: Ivan G. Burkholder

 (Seal)

Name: Gloria H. Burkholder

STATE OF PENNSYLVANIA

)

) SS

COUNTY OF LEBONON

)

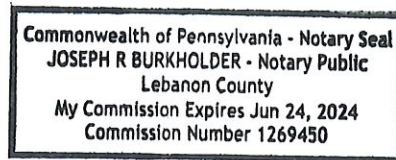
On this, the 5th day of October, 2021 before me, a Notary Public, the undersigned officer, personally appeared Russell W. Collins, who acknowledged her/himself to be the a Duly Authorized Representative of **TROUT LIMITED 108, DOC FRITCHEY CHAPTER**, a Pennsylvania Non-Profit Corporation, and that she/he being authorized to do so, executed the foregoing instrument for the purposes therein contained for and on behalf of Trout Unlimited

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

  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires: June 24, 2024





STATE OF PENNSYLVANIA )  
 ) SS  
COUNTY OF LEBANON )

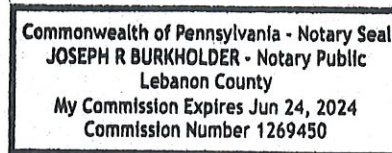
On this, the 5th day of October, 2021 before me, a Notary Public, the undersigned officer, personally appeared Ivan G. Burkholder, who executed the foregoing instrument for the purposes therein contained for and on behalf of Trout Unlimited

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

Joseph R. Burkholder  
Notary Public

[Notarial Seal]

My commission expires: June 24, 2024



STATE OF PENNSYLVANIA )  
 ) SS  
COUNTY OF LEBANON )

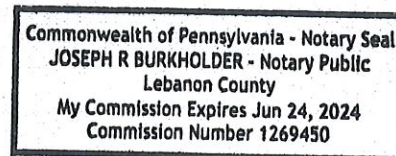
On this, the 5th day of October, 2021 before me, a Notary Public, the undersigned officer, personally appeared Gloria H. Burkholder, who executed the foregoing instrument for the purposes therein contained for and on behalf of Trout Unlimited

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

Joseph R. Burkholder  
Notary Public

[Notarial Seal]

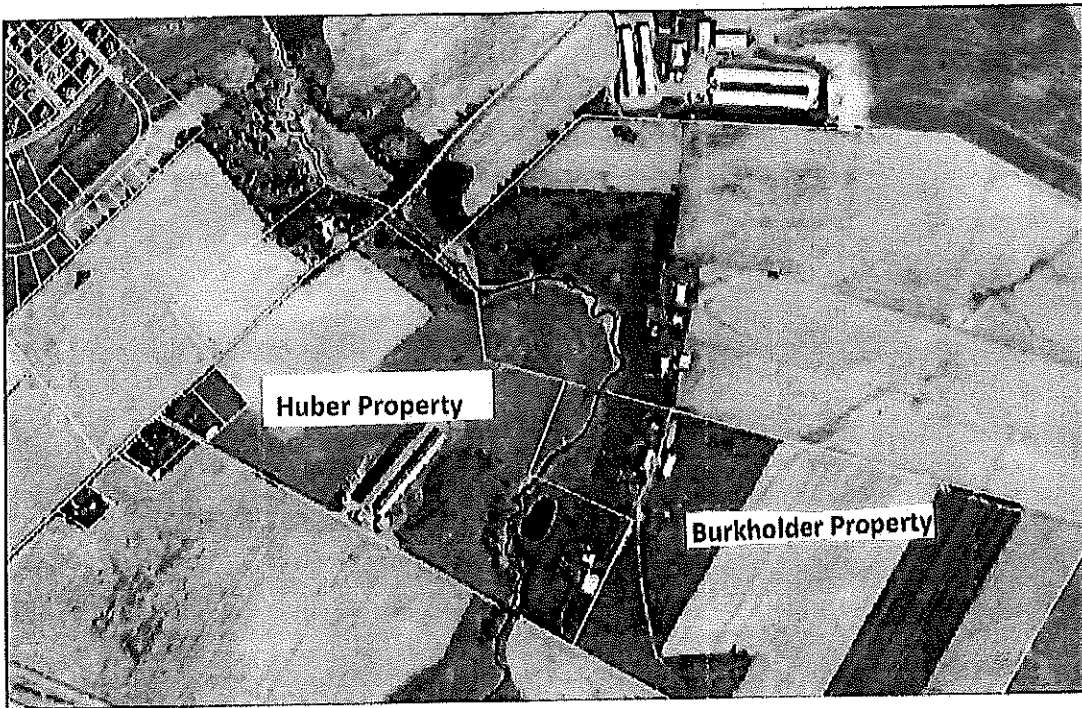
My commission expires: June 24, 2024



**Exhibit A**

**Map showing location of the Restoration Project**

**Killinger Creek Stream Restoration – Hubert and Burkholder Properties**



**Project Location Aerial**

Exhibit B

Copy of Adjoining Landowner's Deed

3476

APR 24 8 56 AM '89

# This Deed

Made the 20th day of April, in the year  
one thousand nine hundred and eighty-nine (1989).

Between IVAN G. BURKHOLDER and GLORIA H. BURKHOLDER, his wife, and BRYAN J. BURKHOLDER and BARBARA BURKHOLDER, his wife, all of South Anville Township, Lebanon County, Pennsylvania, Grantors, parties of the first part;

-and-

IVAN G. BURKHOLDER and GLORIA H. BURKHOLDER, his wife, of South Anville Township, Lebanon County, Pennsylvania, Grantees, parties of the second part.

Witnesseth, that in consideration of One (\$1.00)----- Dollars,

In hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantee 5

ALL THAT CERTAIN message and tract of land situate in South Anville Township, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake in the middle of a lane, said point being the northeast corner of land now or late of Limestone Meadows, Inc.; thence along the middle of said land and land now or late of Ralph Kreider South seventy-four degrees thirty minutes East two thousand nine hundred twenty-nine and twenty-three hundredths feet (S 74° 30' E 2,929.23') to a stake; thence along lands now or late of Elvin Miller South thirty-one degrees two minutes West two thousand six hundred fifty-one and forty-nine hundredths feet (S 31° 02' W 2,651.49') to a stake; thence along land now or late of Howard Kreider North seventy-eight degrees one minute West one thousand nineteen and eighty hundredths feet (N 78° 01' W 1,019.80') to a stake; thence along lands now or late of Allen and Lizzie Buck, the following two (2) courses and distances: North twenty-two degrees no minutes East one thousand seventy-nine and ninety-three hundredths feet (N 22° 0' E 1,079.93') to a stake; thence North sixty degrees forty-five minutes West nine hundred fifty-four feet (N 60° 45' W 954') to a stake; thence along land now or late of Limestone Meadows, Inc. the following three (3) courses and distances: North twenty-seven degrees eleven minutes East seven hundred twenty-three and five tenths feet (N 27° 11' E 723.5') to a stake; thence North sixty-five degrees twenty-eight minutes West six hundred seven and ninety hundredths feet (N 65° 28' W 607.90') to a stake; thence North twenty-one degrees fifty-one minutes East five hundred sixteen and sixty hundredths feet (N 21° 51' E 516.60') to a point, the place of BEGINNING.

CONTAINING one hundred ten and eight thousandths (110.008) acres, more or less.

Together with right-of-ways as recorded on prior deeds.

BEING THE SAME PREMISES which Robert H. Bucher and Minnie Bucher, his wife, and Simon D. Bucher and Nancy Bucher, his wife, by their deed dated April 17, 1986 and recorded in Lebanon County Recorder of Deed's Office in Deed Book 224, Page 245, granted and conveyed unto Ivan G. Burkholder and Gloria H. Burkholder, his wife, and Bryan J. Burkholder and Barbara Burkholder, his wife, Grantors herein.

AS a transfer from parents and child to parents, this conveyance is exempt from Realty Transfer Tax.

AND the said Grantors Will Warrant Specially the property hereby conveyed.  
 IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals  
 the day and year first above written.

Signed, Sealed and Delivered  
 in the presence of

*Geord J. Minner*

*Ivan G. Burkholder* (SEAL)  
 IVAN G. BURKHOLDER  
*Gloria H. Burkholder* (SEAL)  
 GLORIA H. BURKHOLDER  
*Bryan J. Burkholder* (SEAL)  
 BRYAN J. BURKHOLDER  
*Barbara Burkholder* (SEAL)  
 BARBARA BURKHOLDER

COMMONWEALTH OF PENNSYLVANIA  
 COUNTY OF LEBANON

SS:

On this, the 20th day of April, A. D. 1989, before me  
 a Notary Public, the undersigned officer, personally  
 appeared Ivan G. and Gloria H. Burkholder, his wife, and Bryan J. and Barbara  
 Burkholder, his wife, known to me, (or satisfactorily  
 proven) to be the persons whose names are subscribed to the within instrument, and  
 acknowledged that they executed the same for the purposes therein contained.

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



*Charlene R. Kreider*

Notary Public  
 Title of Officer

NOTARIAL SEAL  
 CHARLENE R. KREIDER, Notary Public  
 Palmyra Boro, Lebanon County, Pa.  
 My Commission Expires June 24, 1991.

I HEREBY CERTIFY, that the precise residence of the Grantee  
 R.D. #4, Box 2230  
 Lebanon, Pa. 17042

*Geord J. Minner*

3446

**Warranty Deed**

Act of 1909, P. L. 91  
 and Act of 1941, P. L. 490

From  
 IVAN G. BURKHOLDER and  
 GLORIA H. BURKHOLDER, his wife

BRYAN J. BURKHOLDER and  
 BARBARA BURKHOLDER, his wife

To

IVAN G. BURKHOLDER and

GLORIA H. BURKHOLDER, his wife

Date April 20, 1989

Consideration \$1.00

For Property situate in South Annville

Township, Lebanon County, PA

*Retire to  
 Retire to  
 G. S. Beckey Co. 6246 Derry St. Harrisburg, Pa.  
 Phone 564-8628*

13.00

COMMONWEALTH OF PENNSYLVANIA  
 COUNTY OF LEBANON

SS:

Recorded on this 24th day of April  
 Recorder's Office of the said County in Deed Book 254 Volume  
 Given under my hand and the seal of the said Office, the date above written.

A. D. 1989, in the  
 Page 994

Recorder



Right of Entry Agreement  
pertaining to the Killinger Creek Restoration Project, in South Anneville Township, PA  
being pursued by Trout Unlimited, the Doc Fritchey Chapter

THIS RIGHT OF ENTRY AGREEMENT dated this 5<sup>th</sup> day of October, 2021, is entered into by Melvin J. Huber and Karen N. Huber, and their successors and assigns (the "Adjoining Landowner") and Trout Unlimited 108, the Doc Fritchey Chapter ("Trout Unlimited").

BACKGROUND INFORMATION

A. Trout Unlimited as received certain funding from the *Transco/Delaware Riverkeeper Restoration Fund*, administered by The Conservation Fund, a Non-Profit Corporation, to design, engineer and permit a stream stabilization and restoration project situated along 1,400 linear feet of Killinger Creek, located in South Anneville Township, in Lebanon County, Pennsylvania, which will include the restoration of an associated riparian buffer and wetland (the "Restoration Project"), as shown on the map attached hereto as Exhibit A (the "Project Map"); and

B. The Adjoining Landowner, owns certain land that adjoins or is situated in the Restoration Project area, as shown on the Project Map; and which is more fully described in a deed dated July 8, 2021, from Gerald M. Musser to the Adjoining Landowner, and recorded in the Office of the Recorder of Deeds for Lebanon County, Pennsylvania in Book 00329 page 0721, a copy of which is attached hereto as Exhibit B (the "Adjoining Land").

C. Trout Unlimited desires to gain access to and from the Restoration Project over and through the Adjoining Land (as shown on the map attached as Exhibit A), for the purpose of designing, engineering, permitting, as more fully described herein.

D. The Adjoining Landowner agrees to grant Trout Unlimited access to the Restoration Project through the Adjoining Land, subject to and in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the benefits that the Adjoining Landowner shall enjoy from Restoration Project, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Access over the Adjoining Land. The Adjoining Landowner hereby grants to Trout Unlimited and its contractors, project funders and other parties who are accompanied by Trout Unlimited staff, the right to enter the Adjoining Land at all reasonable time for the purposes of accessing the Restoration Project Area, as shown on the Map attached hereto access by, through and over the Adjoining Land for the purpose of designing, engineering, permitting, the Restoration Project.
2. Adjoining Landowner shall not Disturb the Restoration Project. For the duration of this Right of Entry, the Landowner shall not alter, modify, construct temporary or permanent improvements on or take any other action that will alter, harm or be detrimental to the Restoration Project or any of the positive environmental impacts resulting from the Restoration Project.


3. Duration of this Right of Entry Agreement. All access rights granted to Trout Unlimited under this Right of Entry shall remain in effect throughout the planning and permitting phase of the restoration project.

4. Effectiveness of the Right of Entry. This Right of Entry shall run with the land and be binding up the Adjoining Landowner and successors and assign in title, for the duration of this Right of Entry Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Right of Entry Agreement on the date first above written.

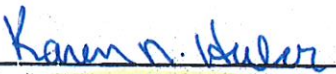
Trout Unlimited:

Trout Unlimited 108, Doc Fritchey Chapter

By:  (Seal)  
Name: Russell W. Collins  
Duly Authorized Representative

Adjoining Landowners:

 (Seal)  
Name: Melvin J. Huber

 (SEAL)  
Name: Karen N. Huber



STATE OF  
PENNSYLVANIA COUNTY )  
OF LEBANON ) SS  
)

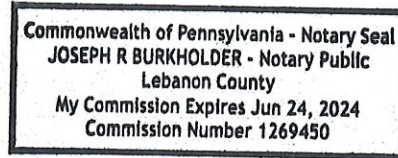
On this, the 5th day of October, 2021 before me, a Notary Public, the undersigned officer, personally appeared Russell W. Collins, who acknowledged himself to be a Duly Authorized Representative of **TROUT LIMITED 108, DOC FRITCHEY CHAPTER**, a Pennsylvania Non-Profit Corporation, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained for and on behalf of Trout Unlimited

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

  
Notary Public

[Notarial Seal]


My commission expires: June 24, 2024



STATE OF PENNSYLVANIA )  
COUNTY OF LEBANON ) SS  
)

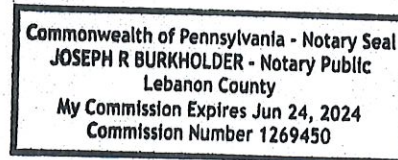
On this, the 5th day of October, 2021 before me, a Notary Public, the undersigned officer, personally appeared Melvin J. Huber, who executed the foregoing instrument for the purposes therein contained for and on behalf of Trout Unlimited

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

  
Notary Public

[Notarial Seal]

My commission expires: June 24, 2024



STATE OF PENNSYLVANIA

)

COUNTY OF LEBANON

) SS  
)

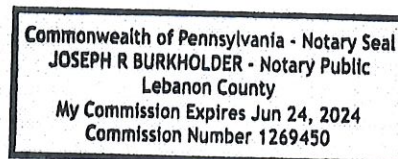
On this, the 5th day of October, 2021 before me, a Notary Public, the undersigned officer, personally appeared Karen N. Huber, who executed the foregoing instrument for the purposes therein contained for and on behalf of Trout Unlimited

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

  
Notary Public

[Notarial Seal]

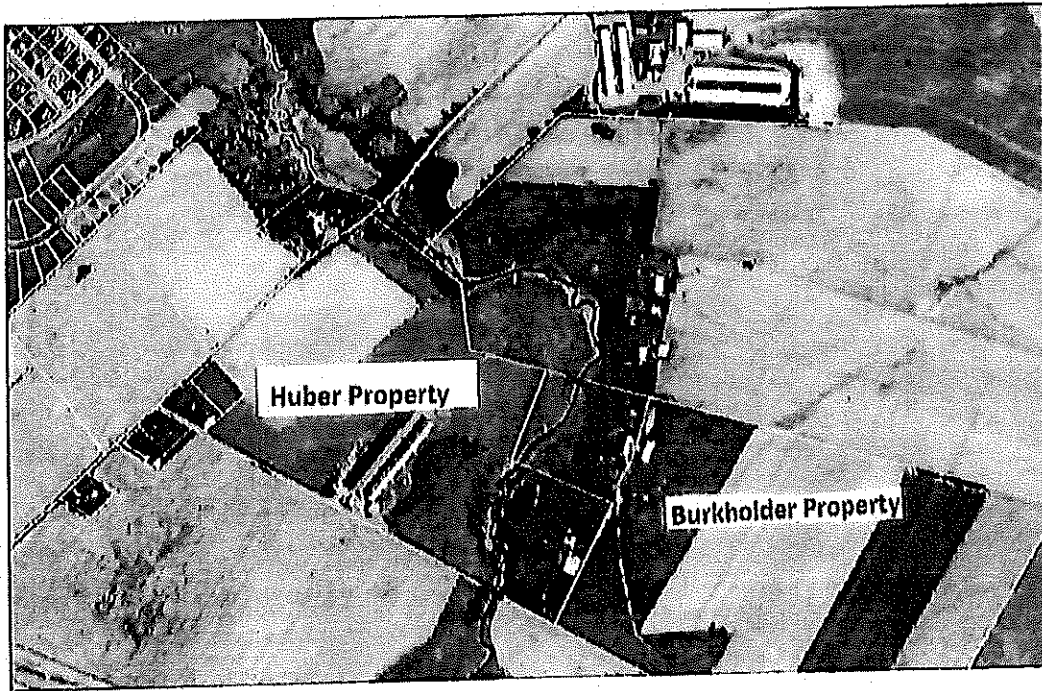
My commission expires: June 24, 2024



**Exhibit A**

**Map showing location of the Restoration Project**

**Killinger Creek Stream Restoration – Hubert and Burkholder Properties**



**Project Location Aerial**

EXHIBIT B

Copy of Adjoining Landowner's Deed

File No. RGL1-26098 JSP

Prepared by and Return to:

Regal Abstract, L.P.  
600A Eden Road  
Lancaster, PA 17601

Premises

118 Killinger Road  
Annville, PA 17003  
Property is located partly in North Londonderry Township,  
and partly in South Annville Township, Lebanon County  
Parcel ID # 29-2302306-357474-0000

This Indenture, made the 8<sup>th</sup> day of July 2021.

Between

**GERALD M. MUSSER AND REGINA K. MUSSER, HUSBAND AND WIFE**

(hereinafter called the Grantors), of the one part, and

**MELVIN J. HUBER AND KAREN N. HUBER, HUSBAND AND WIFE**

(hereinafter called the Grantees), of the other part,

Witnesseth, that the said Grantors for and in consideration of the sum of Two Million Two Hundred Thousand And 00/100 Dollars (\$2,200,000.00) lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees, as tenants by the entirety.

ALL THAT CERTAIN messuage, tenement, house and lot or piece of ground situate partly in North Londonderry Township and partly in South Annville Township, County of Lebanon and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the South right of way line of Killinger Road and the Northeast corner of property now or late of Robert L. Bucher and Dorothy M. Bucher; thence along the South right of way line of Killinger Road, North 48 degrees 45 minutes East 1,171.3 feet, more or less to a point, corner of lands of Benjamin H. and Esther G. Kreider; thence along lands of the same and Ralph E. Kreider, South 53° 00 minutes West, 206 feet to a point; thence along the lands of Ralph E. Kreider, the following three (3) courses and distances; South 31° 45 minutes East, 480.20 feet to a point, South 08° East, 356.4 feet to a point, and South 74° 30 minutes East, 444 feet to a point, corner of lands now or late of Ivan G.

Burkholder and Gloria H. Burkholder; thence, along the lands of the same, the following three (3) courses and distances; South 21° 51 minutes West, 516.6 feet to a point South 65° 28 minutes East, 607.9 feet to a point and South 27° 11 minutes West, 723.5 feet to a point, corner of lands of Harry E. Buok and Annette E. Buok; thence along the same, North 60° 45 minutes West, 2534 feet to a point in the center of Killinger Road; thence along the center of Killinger Road, North 48° 45 minutes East, 30.25 feet to a stake in the center of Killinger Road; thence along lands of Elvin R. and Barbara M. Wagner, South 58° 58 minutes 15 seconds East, 295.64 feet; thence along the same and lands of Robert L. and Dorothy M. Bucher, North 48° 45 minutes East, 296.19 feet to a point; thence along lands of the same North 41° 15 minutes West 257 feet to a point; thence along the South right of way line of Killinger Road North 33° 58 minutes 48 seconds East 130 feet to a point in the center of KILLINGER ROAD.

LESS AND EXCEPTING three (3) tracts of ground, conveyed by Katie E. Bucher to North Londonderry Township, along the right of way of Killinger Road by two (2) deeds dated September 18, 1974 and deed dated October 6, 1975 recorded in the Office of the Recorder of Deeds of Lebanon County, Pennsylvania, in Deed Book 122, page 256 in Deed Book 122 page 261 and Deed Book 130, page 1046, respectively.

BEING THE SAME PREMISES which Glenn R. Martin and Luella H. Martin, husband and wife, by deed dated April 4, 1997 and recorded April 8, 1997 in the Office of the Recorder of Deeds in and for Lebanon County, PA in Record Book 329, Page 721 granted and conveyed unto Gerald M. Musser and Regina K. Musser, husband and wife.

Property is situate 84% in North Londonderry Township and 16% in South Annville Township. It is fully assessed in South Annville Township and all Real Estate Taxes are paid to South Annville Township.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against them, the said Grantors, and their heirs, will WARRANT SPECIALLY and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF US:

\_\_\_\_\_ Gerald M. Musser  
Gerald M. Musser

\_\_\_\_\_ Regina K. Musser  
Regina K. Musser

Commonwealth of Pennsylvania } ss  
County of LANCASTER }

On this, the 8th day of July, 2021, before me, the undersigned Notary Public, personally appeared Gerald M. Musser and Regina K. Musser, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Barbara A. Brown-Young, Notary Public  
Manheim Twp., Lancaster County  
My Commission Expires Oct. 22, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Barbara A. Brown-Young  
Notary Public

The precise residence and the complete post office address of the above-named Grantees is:

457 Cold Springs Rd.  
ELIZABETHTOWN, PA. 17022

Barbara A. Brown-Young  
On behalf of the Grantees



COUNTY OF LEBANON  
RECORDER OF DEEDS  
Dawn Blauch, Recorder of Deeds  
Dawn Ebersole, 1st Deputy  
400 South 8th Street Room 107  
Lebanon, Pennsylvania 17042-6794

Instrument Number - 202112241  
Recorded On 7/13/2021 At 12:09:13 PM

\* Total Pages - 4

- \* Instrument Type - DEED
- \* Invoice Number - 353457
- \* Grantor - MUSSER, GERALD M
- \* Grantee - HUBER, MELVIN J

\* FEES

STATE TRANSFER TAX	\$22,000.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$40.25
RECORDING FEES -	\$13.00
RECORDER OF DEEDS	
PARCEL CERTIFICATION	\$10.00
FEE	
AFFORDABLE HOUSING	\$12.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
ANNVILLE-CLEONA	\$11,000.00
SCHOOL REALTY TAX	
SOUTH ANNVILLE	\$11,000.00
TOWNSHIP	
TOTAL PAID	\$44,080.75

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

Lebanon County UPI Certification  
On July 13, 2021 By YES

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Lebanon County, Pennsylvania.

Dawn Blauch  
Recorder of Deeds



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

Book: 2299 Starting Page: 6510 Ending Page: 6513



**Exhibit C**  
**Template for Final Report**

**Name of Recipient of Awarded Funds:**

**Award Amount:**     \$130,000

**Project Name (County, State):**

**Brief Description of Restoration Agreement:**

**Acres Restored Stream Buffer:**

**Completion Date:**

**Costs Funded with Award (attach paid receipts to report):**

**Adjoining Landowners Agreements to Permanently Protect the Restoration Project (attach):**

**Project Summary (3-5 sentence overview of the Project's conservation:** [Click here to enter text.](#)