THOMPSON WOODS PRESERVE GOVERNANCE COMMITTEE
MEETING AGENDA
Wednesday, May 10, 2023
4:00 PM
Hybrid Meeting (In-Person or via Zoom)

**General Meeting Information**
College Township offers both in-person and virtual meeting attendance for all public meetings. To attend in-person, meetings will be held at 1481 E. College Avenue, State College PA, 16801, 2nd floor meeting room. To attend virtually, please see the information below.

**To Attend the LIVE Meeting Via Zoom on Computer or Smart Phone:**
- [Click HERE to REGISTER for the meeting via Zoom.](#) Once registered, you will receive a confirmation email containing information about joining the meeting.

**To Attend the LIVE Meeting Via Phone:**
- Dial +1 646 558 8656 • Meeting ID: 869 2197 8805 • Passcode: 797225

* [Click here](#) for detailed instructions on how to participate via zoom.

**VIRTUAL PUBLIC COMMENTS:** Please use the raised hand feature to participate. The moderator will recognize those with their hands raised (either by name or phone number).

**WRITTEN PUBLIC COMMENTS:** For specific agenda items and for items not on the agenda, written public comments may be submitted until 12:00 noon the day of the meeting by emailing mbloom@collegetownship.org.

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**THOMPSON WOODS PRESERVE GOVERNANCE COMMITTEE**

**CALL TO ORDER:**

**INTRODUCTIONS:** Introduction of Committee Members & Staff Present

**PUBLIC OPEN DISCUSSION:** For any item not on this agenda, please:
- Limit comments to five minutes
- Provide the who, what, where and why
- Ask to add your topic to this or a future agenda, if needed

**NEW BUSINESS:**

**NB-1** Committee Organization
a. Nominations for Chair
b. Nominations for Vice Chair
c. Selection of Council Liaison(s)

**NB-2** Set 2023 Committee Meeting Schedule

**NB-3** Review/discussion of T.W.P. background materials

**NB-4** Immediate matters pertaining to T.W.P.

**ADJOURNMENT:**
Thompson Woods Preserve - History

**Spring 1999:** Accadia (Tom Songer) develops a sketch plan for what would become the Thompson Woods Preserve Subdivision

**June 1999:** Clearwater Conservancy expressed an interest in acquiring 45 acres, which would eventually become the Thompson Woods Preserve, from the Smith Partnership.

**January 2000:** Clearwater Conservancy receives a $500,000 DCNR Land Trust grant for the Thompson Woods Preserve land acquisition.

**February 2000:** Clearwater Conservancy launches a public fundraising campaign to help offset grant match requirements. College Township offers a contribution of up to $250,000.

**March 2000:** Accadia submits the preliminary plan for the Thompson Woods Preserve Subdivision to College Township for review and consideration.

**March 2000:** State College Borough Council offers $75,000 toward the Thompson Woods Preserve land acquisition for a 15% stake (6.75 acres) in the property.

**July 2000:** College Township approves a $232,000 contribution toward the Thompson Woods Preserve land acquisition.

**June – October 2000:** Negotiations between the Smith Partnership and Clearwater Conservancy on a property sales agreement are undertaken. Final agreement includes numerous covenants regarding property use, access and a fence between the Thompson Woods Preserve and the Hilltop property.

**October 2000:** Final sales agreement is reached between the Smith Partnership and Clearwater Conservancy.

**October 19, 2000:** College Township Council agrees to acquire the property from Clearwater Conservancy with all covenants from sales agreement intact (3-2 vote). The Thompson Woods Preserve subdivision plan is also approved at the same meeting.
The Thompson Woods Preserve Final Plan includes the following:

- **Plan Note 9**: Parkland acreage requirement for the proposed subdivision will be provided with Lot 1, which is 1.82 acres. Ten (10) 8’x20’ parking stalls have been provided, along Proposed Walnut Spring Lane near Lot 1, for use by park users.

- **Plan Note 24**: Lot 48 will be used for stormwater management purposes. It will be owned and maintained by the Thompson Woods Property Owners Association.

- **Plan Note 26**: The developer is required to construct the gravel drive and parking area located in Lot 46. These modifications will be completed prior to the proposed road dedication to College Township.

- **Plan Note 27**: The developer will dedicate and provide as part of the deed of dedication for Walnut Springs Lane, a 20’ wide access right-of-way to Lot 46. Said right-of-way is located between Lots 22 and 23. The developer shall construct a 10’ wide paved cartway, according to the detail provided on Sheet 9, at the time of Walnut Spring Lane construction.

- **Plan Note 28**: The developer will provide a deed of dedication for Lot #1 to College Township once the Final Plan has been approved and recorded.

<table>
<thead>
<tr>
<th>Lot #</th>
<th>Current Owner</th>
<th>Acreage</th>
<th>Common Name</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>College Township</td>
<td>1.82</td>
<td>Thompson Woods Parklet</td>
<td>Parkland</td>
</tr>
<tr>
<td>46</td>
<td>College Township*</td>
<td>36.60</td>
<td>Thompson Woods Preserve</td>
<td>Preserve/Passive Recreation</td>
</tr>
<tr>
<td>47</td>
<td>State College Borough*</td>
<td>6.75</td>
<td>Thompson Woods Preserve</td>
<td>Preserve/Passive Recreation</td>
</tr>
<tr>
<td>48</td>
<td>Property Owners Assoc.</td>
<td>1.65</td>
<td>N/A</td>
<td>Stormwater management</td>
</tr>
</tbody>
</table>

*DCNR is also party to the deed with essentially a covenant noting that no change of use, and no change of ownership, control or interest in this property can occur without written consent by the Department.

**November 2000**: The Smith Partnership officially sells the Thompson Woods Preserve property to Clearwater Conservancy for the final purchase price of $1,030,000. The property deed is immediately conveyed to College Township.
2000-2003 – Property owners agreed to vest responsibility for decisions related to the maintenance of the Thompson Woods Preserve with the Centre Region Parks and Recreation Authority, who assigned the governance role to the Millbrook Marsh Nature Center Advisory Community. The Millbrook Marsh Nature Center Advisory Community subsequently formed the Thompson Woods Preserve Subcommittee to fulfill this role.

November 2003 – The Thompson Woods Preserve Management Plan is approved by all parties. This plan was subsequently updated in July 2013.

October 2018 - Thompson Woods Preserve Subcommittee was dissolved by the Millbrook Marsh Nature Center Advisory Community for lack of activity.

September 2022 – College Township and State College Borough execute an Intermunicipal Cooperation Agreement to form a new governance structure for the Thompson Woods Preserve. The agreement established the Governance and Advisory Committees, further outlining membership and assigned Committee roles and responsibilities.
THOMPSON WOODS PRESERVE
HISTORY & GOVERNANCE

June 1999: Clearwater Conservancy expressed an interest in acquiring 45 acres, which would eventually become the Thompson Woods Preserve, from the Smith Partnership.

January 2000: Clearwater Conservancy receives a $500,000 DCNR Land Trust grant for the Thompson Woods Preserve land acquisition.

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<table>
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<tr>
<th>Thompson Woods Land Acquisition Funding</th>
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<tbody>
<tr>
<td>DCNR Grant</td>
</tr>
<tr>
<td>$500,000</td>
</tr>
</tbody>
</table>
**THOMPSON WOODS PRESERVE**

...a historical timeline

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- **September 2022**: College Township and State College Borough execute an Intermunicipal Cooperation Agreement to form a new governance structure for the Thompson Woods Preserve.
INTERMUNICIPAL COOPERATION AGREEMENT
THOMPSON WOODS PRESERVE GOVERNANCE

THIS INTERMUNICIPAL COOPERATION AGREEMENT (this “Agreement”) is dated this 15th day of Sept. 2022, and is by and between the following parties holding joint ownership of the property known as the Thompson Woods Preserve (Preserve):

The Township of College, Centre County, Pennsylvania (“Township”), a political subdivision, with an address of 1481 East College Avenue, State College, PA 16801,

And

The Borough of State College, Centre County, Pennsylvania (“Borough”), a political subdivision, with an address of 243 South Allen Street, State College, PA 16801.

BACKGROUND

The Preserve consists of two forest parcels (eastern and western parcels) separated by a utility right-of-way. The primary appeal of the public preserve is its natural setting and the unique natural features that it contains in an area within walking distance of downtown State College and the Pennsylvania State University. Because of its location in the urban setting, this natural parcel of land is extremely vulnerable to perturbation and further disturbance. Therefore, the Preserve is restricted to passive outdoor recreation use, which implies that activities will minimize disturbance of natural plant and wildlife communities.

Since the acquisition of the Preserve in November 2000, there has been minimal investment made in the property by the Township and Borough. Necessary repairs and maintenance have been completed primarily by the Centre Regional Parks and Recreation Authority (CRPRA), which identifies the Preserve as a regional facility. These efforts have been augmented occasionally by municipal staff. Clearwater Conservancy has continued to perform annual inspections of the Preserve to ensure consistency with the prevailing property management plan.

However, now 20+ years since its initial creation and following the 2018 dissolution of the Thompson Woods Preserve Subcommittee, the property is in need of more directed management oversight

WITNESSETH

WHEREAS, The Intergovernmental Cooperation Act, 53 Pa C.S. Ch. 23 Subchapter A and Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania authorize municipalities to enter into joint intermunicipal agreements with other municipalities in the exercise of the respective governmental functions, powers or responsibilities; and

WHEREAS, in 1999, the Thompson Woods Residential Subdivision (Residential Subdivision) was initially proposed and The Clearwater Conservancy of Central Pennsylvania, Incorporated (Clearwater Conservancy) expressed an interest in acquiring the residual tract, immediately adjacent, but not included as part of, the Residential Subdivision; and,
WHEREAS, in January 2000, The Clearwater Conservancy secured a $500,000 Pennsylvania Department of Conservation of Natural Resources (DCNR) Land Trust grant for the acquisition of the residual tract; and

WHEREAS, The Township, the Borough, and the general public contributed $232,000, $75,000, and $175,000 respectively toward the property acquisition; and

WHEREAS, in October 2000, the Residential Subdivision under the ownership of Charles H. Smith, James B. Smith, and Thomas L. Smith Partnership (Smith Partnership) was approved; and,

WHEREAS, on November 13, 2000, a sales agreement was reached between the Smith Partnership and Clearwater Conservancy for the 43.36 acre residual tract remaining from the Residential Subdivision, identified and more fully described as Lots 46 and 47 on a Final Subdivision Plan known as Thompson Woods Preserve dated October 16, 2000; and

WHEREAS, the November 13, 2000, sales agreement between the Smith Partnership and Clearwater Conservancy included as a condition for closure the recording of a conservation easement for the property including a list of covenants that run with the land; and,

WHEREAS, on November 13, 2000, Clearwater Conservancy transferred the deeds of the Thompson Woods Preserve to the Township (36.61 acres) and the Borough (6.75 acres); and,

WHEREAS, the parties agreed to vest responsibility for decisions related to the maintenance of the Thompson Woods Preserve with the Centre Region Parks and Recreation Authority (CRPRA); and

WHEREAS, The CRPRA assigned the governance role for the Thompson Woods Preserve to the Millbrook Marsh Nature Center Advisory Community, who subsequently formed the Thompson Woods Preserve Subcommittee to fulfill this role; and

WHEREAS, in November 2003, the Thompson Woods Preserve Management Plan was prepared by Clearwater Conservancy to honor the obligations incumbent upon accepting the Land Trust Acquisition grant from DCNR and approved by all parties, with said plan subsequently updated in July 2013; and,

WHEREAS, the Thompson Woods Preserve Subcommittee continued to fulfill its obligations until October 2018, when the subcommittee was dissolved by the Millbrook Marsh Nature Center Advisory Community for lack of activity; and,

WHEREAS, with the dissolution of the Thompson Woods Preserve Subcommittee, a new governance structure is required for Thompson Woods Preserve to ensure proper adherence to the property covenants and the Thompson Woods Preserve Management Plan; and,

NOW, THEREFORE, in consideration of the interests set forth herein, and intending to be legally bound hereby, the Township and Borough agree as follows:
ARTICLE I: PURPOSE & OBJECTIVES

This Intermunicipal Cooperation Agreement between the Township and Borough is intended to establish a new governance structure for the jointly owned property known as the Thompson Woods Preserve. This new governance structure shall consist of the following:

- A separate, jointly appointed Governance Committee with the purpose of:
  - Providing purpose-focused oversight of all Preserve matters;
  - Making requests for maintenance and repairs to the appropriate party(s);
  - Coordinating the work and initiatives recommended by the Advisory Committee;
  - Providing a forum for the public on matters related to the Preserve.

- An Advisory Committee, which is a strictly advisory body with the purpose of:
  - Identifying issues or potential projects within the Preserve for consideration by the Governance Committee;
  - Providing insight and/or technical recommendations to the Governance Committee on matters related to the stewardship of the Preserve consistent with the prevailing management plan and property covenants;
  - Responding to requests made by the Governance Committee.

The objective of this governance structure is to provide for more formal and consistent management oversight of the Preserve. Thus ensuring more proactive stewardship of the property in a manner consistent with the prevailing property management plan and covenants running with the land.

ARTICLE II: STRUCTURE OF COMMITTEES

The Governance Committee shall be a separate, jointly appointed board comprised of the following five (5) members:

- Two (2) College Township appointees
- Two (2) State College Borough appointees
- One (1) CRPRA appointee, this appointee shall be a member of the CRPRA Board who is not a representative from the Township or Borough

The Township and Borough are solely responsible for the appointment of their respective representatives and may designate an alternate for each appointee if so required.

The CRPRA is solely responsible for the appointment of their representative and may designate an alternate for the appointee if so required.

The Township, Borough, and CRPRA have the discretion to remove their own respective appointee at any time for any reason.

A party requesting the removal of another party’s appointee must do so in writing and removal requires a majority vote of both the Township and Borough Councils.

The Advisory Committee shall be comprised of members representing the following key stakeholders:
• One (1) representative from the Clearwater Conservancy
• One (1) representative from Centre Region Parks and Recreation
• One (1) representative from the Vallimont Home Owner Association
• One (1) representative from the Thompson Woods Property Owners’ Association
• Up to three (3) total representatives, with no more than one (1) from each, of the following:
  • Centre County Conservation District,
  • Penn State Department of Ecosystem Science and Management,
  • DCNR

Each of the stakeholders is solely responsible for the appointment of their representative and may designate an alternate for the appointee if so required.

A party requesting the removal of any other stakeholder’s representative must do so in writing and removal requires a majority vote of both the Township and Borough Councils.

ARTICLE III: DURATION, CHANGES IN STRUCTURE, AND TERMINATION

The term of office for appointees to the Governance and Advisory Committees shall be two (2) years with no limitation on the number of concurrent terms held by any individual appointee.

Members appointed to a vacancy shall serve for the remainder of the unexpired term.

The duration of this agreement and governance structure for the Preserve is perpetual unless and until terminated by a majority vote by the governing body of either party.

ARTICLE IV: AUTHORITY AND POWERS

By virtue of the authority set forth in the Intergovernmental Cooperation Act, 53 Pa C.S. Ch. 23 Subchapter A and Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania, the Township and Borough hereby create a governance structure for the Preserve consisting of the following committees with the assigned authority and powers described herein:

• **Governance Committee** is assigned the responsibility of:
  • Providing purpose-focused oversight of all Preserve matters;
  • Making requests for maintenance and repairs to the appropriate party(s);
  • Coordinating the work and initiatives recommended by the Advisory Committee;
  • Providing a forum for the public on matters related to the Preserve;
  • Referring issues and/or projects to the Advisory Committee.

• **Advisory Committee** is strictly an advisory body assigned the responsibility of:
  • Identifying issues or potential projects within the Preserve for consideration by the Governance Committee;
  • Providing insight and/or technical recommendations to the Governance Committee on matters related to the stewardship of the Preserve consistent with the prevailing management plan and property covenants;
o Responding to requests made by the Governance Committee.

The Township and Borough retain the following authority and powers related to the stewardship of the Preserve:

- Appointment of their respective representatives to the Governance Committee;
- Removal of representatives upon a majority vote of the Township and Borough Councils;
- All financial responsibilities including, but not limited to:
  o Annual budgeting;
  o Purchasing of any and all materials or equipment;
  o Hiring and payment of staff;
  o Execution of contracts with and payment of contractors or vendors.

ARTICLE V: FINANCIAL OBLIGATIONS FORMULA

Collectively Funded Investments:
For investments that maintain, preserve, enhance or in any other manner benefit the entire Preserve, the following cost formula, which reflects the percentage of ownership in the 43.36 acre Preserve, shall be observed:

<table>
<thead>
<tr>
<th>Partner</th>
<th>Acreage Owned</th>
<th>Funding Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>College Township</td>
<td>36.61 acres</td>
<td>84.43%</td>
</tr>
<tr>
<td>State College Borough</td>
<td>6.75 acres</td>
<td>15.57%</td>
</tr>
</tbody>
</table>

Examples of projects that benefit the larger Preserve would include, but not be limited to:

- Management of Forest Resources and Invasive Species;
- Maintenance, enhancement, or expansion of the trail facilities;
- Maintenance, enhancement, or expansion of the support facilities;
- New or replacement of Preserve signage;
- Policing of the Preserve;
- Legal costs associated with the policing or stewardship of the Preserve.

Individually Funded Investments:
In the limited instances where an investment will maintain, preserve, enhance, or in any other manner benefit only one of the individually owned portions of the Preserve, this investment shall be the sole responsibility of the property owner.

ARTICLE VI: SEVERABILITY

If any sentence, clause, phrase, or section of this Agreement is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, phrases, sections or parts of this Agreement.
It is hereby declared as the intention of the Township and Borough that this Agreement would have been adopted had such unconstitutional, illegal or invalid sentence, clause, phrase, section or part thereof not been included therein.

ARTICLE VII: REPEALER

Any other Agreement or parts thereof inconsistent with this Agreement be and are hereby expressly repealed.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound, pursuant to the proper authorization of and by its governing body has caused this agreement to be executed by its duly authorized officers as of the day and year first written above.

COLLEGE TOWNSHIP COUNCIL:

D. Richard Francke, Chair
Carla Stelson, Vice Chair

ATTEST:

Adam T. Brumbaugh, Manager/Secretary

STATE COLLEGE BOROUGH:

Thomas J. Fountaine, II, Manager/Secretary

ATTEST:

Dianna S. Walter, Assistant Borough Secretary
ARTICLE OF AGREEMENT

000946

This Agreement is being made in State College, Centre County, Pennsylvania, this 12th day of November, 2000, by and between:

Charles H. Smith, James B. Smith and Thomas L. Smith Partnership, trading as Smith Partnership, a Pennsylvania partnership, of 144 South Corl Street, Post Office Box 679, State College, Pennsylvania 16804, hereinafter referred to as “Seller,”

AND


RECITALS

A. Seller is the fee simple owner of an approximately forty-three and thirty-six one-hundredths (43.36) acres tract, located in College Township, Centre County, Pennsylvania, which premises is hereinafter referred to as “the Property,” and which is more fully described as Lots 46 and 47 on a Final Subdivision Plan known as Thompson Woods Preserve dated October 16, 2000, prepared by Thomas F. Songer II, P.E., attached as Exhibit “A”.

B. Buyer is a conservancy which possesses a tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954 and which has as its primary purpose preservation of land for historic, recreational, scenic, agricultural, or open space opportunities. Buyer intends to transfer the Property to College Township and the Borough of State College for purposes of a natural preserve.

C. Seller is willing to sell and Buyer desires to buy the Property upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for good and valuable considerations, the receipt of which is hereby
acknowledged, and with the intent to be legally bound, Seller and Buyer hereby covenant and agree as follows:

I. **Sale and Purchase.** Seller agrees to sell, and Buyer agrees to purchase, the Property upon the terms and conditions hereinafter set forth.

II. **Date of Closing.** On a date set by mutual agreement, within one business day following the recordation of the Subdivision Plan known as Thompson Woods Preserve dated October 16, 2000, as prepared by Thomas F. Songer II, P.E., but no later than November 7, 2000, (the "date of closing"), the parties shall complete this sale by the payment of consideration as hereinafter set forth and transfer of legal title as well as exclusive possession to Buyer.

III. **Purchase Price.** The purchase price for the Property is $1,000,000.00.

IV. **Charitable Contribution by Seller.** The purchase price for the Property has been established, based on an appraisal performed by Interstate Acquisition Services less a $30,000.00 non-cash charitable contribution by Seller. Within sixty (60) days of the date of closing, the Property shall be reappraised by Interstate Acquisition Services at Buyer’s expense, and, at Seller’s option, by Rutherford Appraisal & Consulting Services, Inc. at Seller’s expense, and, if either of these appraisals demonstrates a higher value, the non-cash charitable contribution by Seller shall be adjusted to reflect the higher of the two new appraised values.

Buyer agrees to complete a "Donee Acknowledgment" on IRS Form #8283, *Noncash Charitable Contributions*, as provided by Seller, on the date of closing and also on the date that Buyer obtains a reappraisal if that appraisal demonstrates the higher of the two reappraised values.

V. **Payment of Purchase Price.** The purchase price is made up of the following components, each of which shall be payable as provided in this paragraph.

A. **State Grant Funds.** Buyer has applied for a grant for this purchase from the Commonwealth of Pennsylvania. These funds are due and payable in full as specified by Seller on the date of closing.

B. **Public and Other Grant Funds.** Buyer has sought public support and other grant money for this purchase. These funds are due and payable as specified by Seller on the date of closing.

C. **Municipal Funds.** Buyer has sought municipal support for this purchase from College Township and the Borough of State College. These funds are due and payable as specified by Seller on the date of closing.
VI. **Contingencies.** The obligations hereunder are contingent as follows: The Property is part of a larger tract owned by Seller. Seller has sought municipal approval to divide this tract into a number of parcels for single family residential use, and two parcels (the Property) of 43.36 total acres. Should College Township not give final approval of this subdivision plan, this agreement shall terminate.

VII. **Deeds, Transfer Taxes.** Seller shall execute a deed containing the usual covenants of special warranty, and shall deliver the same on the date of possession to Buyer. Buyer and Seller agree to divide any applicable realty transfer taxes equally.

VIII. **Conditions to Seller's Obligation to Close.** A conservation easement will be recorded by Buyer and will contain the following covenants which shall run with the land.

A. By its acceptance and recordation of the deed, within one year of date of closing Buyer will install a six (6) foot high continuous chain link fence along a portion of the border of the Property described as follows: Beginning at the storm water easement adjacent to Lot No. 22 South 55° 58' 17" East 134.10 feet to an iron pin corner; thence 671.40 feet along the easterly boundary of said tract North 56° 28' 50" East to corner pin; thence North 38° 45' 16" West 1118.11 feet to a pin at the northern corner of the Property.

B. By its acceptance and recordation of the deed, Buyer agrees that Buyer will obtain from College Township the right for Buyer to have access to the Property to install a six-foot (6) high continuous chain link fence along a portion of the border of the Property described as follows:

    Beginning at the stormwater easement adjacent to Lot No. 22,
    South 55° 58' 17" East 134.10 feet to an iron pin corner;
    thence 671.40 feet along the easterly boundary of said tract,
    North 56° 28' 50" East to corner pin; thence North 38° 45' 16"
    West 1118.11 feet to a pin at the northern corner of the
    Property.

    Buyer shall also obtain the right of access to the Property from College Township, its successors or assigns, to allow Seller to have access to the Property to install the fence, if Buyer shall fail to install the fence.

C. If Buyer fails to install the fence, Seller shall have the right to install the fence and receive prompt reimbursement from Buyer for the cost thereof.

D. If the party in possession fails to maintain the fence, Seller shall have the right to maintain the fence and receive prompt reimbursement from the party in possession for the cost thereof.
E. Notwithstanding the foregoing VIII-C, should the party in possession, at any time, acquire a right of public access across private property adjacent to any portion of the fenced boundary of the Property, the party in possession shall have the right to dismantle and remove a single portion of the fence interfering with public access, said portion limited to twenty (20) linear feet.

F. The following actions and uses will be prohibited.

1. Possession or use of firearms, weapons, explosives, arrows, or other missiles;

2. Depositing human or domestic animal excretion;

3. Operating motorized vehicles except for emergency access, maintenance of the preserve, construction projects, special handicapped services, or maintenance of utility rights-of-way or easements;

4. Camping;

5. Setting of fires;

6. Walking domestic animals except for household pets that are restrained by a leash that does not exceed six (6) feet in length;

7. Littering;

8. Mining activities;

9. Disturbing soil or surface of the property except in the maintenance and construction of trails and the general maintenance of the preserve;

10. Installation of invasive lighting;

11. Biking, except on the old township road connecting Walnut Springs Park to East College Avenue;

12. Erection or installation of buildings or structures, except those needed for:
   a. protection of sensitive resources,
   b. wildlife enhancement activities (e.g., bird blind, nesting boxes),
   c. prohibiting entrance to trails by motorized vehicles,
   d. crossing watercourses,
   e. gatherings of people (using a small gazebo near the proposed parking area).
13. Possession, consumption or depositing of alcoholic beverages;

14. Smoking;

15. Trapping or harassing animal life; and

16. Constructing or placing any recreational facility such as a court, pool, field or playground.

The parties contemplate that Buyer intends to transfer the Property to College Township and the Borough of State College, subject to an agreement between College Township and Buyer and to be accepted by the Borough of State College.

IX. **Title.** Seller represents to Buyer that as of the date of closing, Seller shall have good and marketable title to the Property, free of all liens and encumbrances, and such as would be insurable at regular rates by a title insurance company doing business in Pennsylvania. Any survey necessary to prepare a deed shall be the responsibility of Seller; any other survey shall be the responsibility of Buyer.

X. **Real Estate Taxes; Utilities.** All real estate taxes and utilities shall be prorated by Seller and Buyer on the date of closing; thereafter, the same shall be the exclusive responsibility of Buyer.

XI. **Municipal Liens.** Any municipal lien or charge with respect to improvements not actually commenced on the date of possession shall be the obligation of Buyer, and Buyer agrees to pay such obligations in accordance with the requirements of the municipality from time to time.

XII. **Tangible Personal Property.** The above stated purchase price includes no tangible personal property.

XIII. **Default by Buyer.** If Buyer fails to perform any of Buyer’s obligations under the terms of this Agreement, which failure shall continue after the date of closing, Buyer shall be in default hereunder without further notice. In the event of such default, Buyer authorizes and empowers any attorney of any Court of Record to appear for and to confess judgment in an amicable action of ejectment against Buyer and in favor of Seller for the Property, without stay of execution or appeal, or writ of error, or objection on exception, and to direct the issuance of a writ of possession in the form and manner directed in the Pennsylvania Rules of Civil Procedure, waiving all irregularities, without notice and without asking leave of Court.

In addition to the remedies hereinabove provided Seller, in the event of default, Buyer agrees to execute any instruments, in recordable form or otherwise, deemed necessary by Seller to
release Buyer’s interest in the Property.

XIV. **Conditions of Premises.** Buyer acknowledges that Buyer has made a careful inspection of the above described premises and the improvements erected thereon and that, upon the basis of this inspection, Buyer is purchasing the Property in “as is” condition. From and after the date of this agreement until the date of closing, Seller agrees to maintain the premises in the same condition as now exists, reasonable wear and tear excepted. Buyer shall have the right to inspect the premises at any reasonable time to determine compliance with this and other provisions of the contract; if Buyer shall not have delivered an objection, in writing, prior to the date of possession, it will be conclusively presumed that the Property has remained in the same condition as Buyer’s original inspection. Seller warrants and certifies that no hazardous waste, within the meaning of the Solid Waste Management Act of 1980, is presently being disposed of or has ever been disposed of by Seller or to Seller’s actual knowledge in or upon the above-described premises. Buyer has arranged to obtain a Phase I Environmental Assessment for the Property from Blazosky Associates; Buyer will authorize Blazosky Associates to extend, at Seller’s expense, the scope of the assessment to include the balance of the land in the subdivision.

XV. **Recordation.** This Agreement shall not be offered for recording by Buyer. Any attempt to do so shall not in any way diminish Buyer’s obligations hereunder but shall be absolutely void as a means of providing notice to any other parties of any rights Buyer may or may not have hereunder.

XVI. **Assignment.** Buyer shall not be permitted to assign this Agreement without the prior written consent of Seller, and any such attempt to assign shall be void.

XVII. **Notice.** Any notice in this Agreement required or permitted to be given by either party to the other must be in writing and shall be deemed received when sent by United States mail, postage prepaid and registered or certified, with return receipt requested, at the address set forth below. For purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

**Seller:** Charles H. Smith, James B. Smith and Thomas L. Smith Partnership, trading as Smith Partnership, a Pennsylvania partnership, 144 South Corl Street, Post Office Box 679, State College, Pennsylvania 16804

or to such other addresses as Seller may have advised Buyer in writing; and

**Buyer:** The ClearWater Conservancy of Central Pennsylvania, Inc., 2555 North Atherton Street, State College, Pennsylvania 16803

or to such other addresses as Buyer may have advised Seller in writing.
XVIII. Miscellaneous.

A. **Heirs and Assigns.** This Agreement shall be binding on the respective heirs, successors, personal representatives and assigns of the parties hereto.

B. **Pennsylvania Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania. All obligations of the parties created hereunder are performable in Centre County, Pennsylvania.

C. **Prior Agreements Superseded.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

D. **Time of Essence.** Time is of the essence of this Agreement. Moreover, the time for closing and the times for making all payments on account of the purchase price to be paid by Buyer are hereby agreed to be an essential part of the considerations for this Agreement; and none of the times referred to in this Agreement shall be extended unless by consent in writing signed by the parties hereto.

E. **Additional Documents.** The parties agree to execute any and all documents which may become necessary in the future to effectuate the provisions of this Agreement.

F. **Form.** All words used in the masculine shall be deemed to include, if appropriate, the feminine. All words used in the singular shall be deemed to include, if appropriate, the plural.

G. **Representations and Warranties.** All representations and warranties made hereunder shall survive the closing and delivery of the deed.
IN WITNESS WHEREOF, intending to be legally bound hereby, all of the partners of Seller have executed this Agreement on behalf of the partnership, and Buyer has caused this instrument to be signed in its name and on its behalf by its president duly authorized thereunto, and attested by its secretary, dated the day and year first above written.

Witnesses: Charles H. Smith, James B. Smith and Thomas L. Smith Partnership

By: Charles H. Smith, General Partner

By: James B. Smith, General Partner

By: Thomas L. Smith, General Partner


By: May 1, 2000

COMMONWEALTH OF PENNSYLVANIA) COUNTY OF CENTRE )
On this Day:

NOV 17 2000

I hereby CERTIFY that this document is Recorded in Record Book P77, Page 1184-59 in the Recorder of Deeds Office of Centre County, Pennsylvania. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Joseph L. Davidson
Centre County Recorder of Deeds
COMMONWEALTH OF PENNSYLVANIA  
}  
COUNTY OF CENTRE  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}

On this $9^{th}$ day of November, 2000, before me, a notary public, the undersigned officer, personally appeared Charles H. Smith, James B. Smith and Thomas L. Smith, who represent that they are all the general partners of Smith Partnership, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within indenture, and acknowledged that they executed the same for the purpose therein contained.

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

[Signature]

Notary Public

COMMONWEALTH OF PENNSYLVANIA  
}  
COUNTY OF CENTRE  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}

On this $13^{th}$ day of November, 2000, before me, a notary public, the undersigned officer, personally appeared [Name], who acknowledged himself to be the [Title], of The Clear Water Conservancy of Central Pennsylvania, Inc., a nonprofit corporation, and that he, as such president, being authorized so to do, executed the foregoing indenture for the purposes therein contained, by signing the name of the corporation by himself as president.

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

[Signature]

Notary Public
ALL those two (2) certain messuages, tenements and tracts of
land situate in the Township of College, County of Centre, and
Commonwealth of Pennsylvania, bounded and described as follows:

TRACT NO. 1: BEGINNING at a point being a common
property corner of Lot 39 of the Thompson Woods
Subdivision and the 50' right-of-way known as Walnut
Spring Lane; thence along Lot 39 North 72° 03' 10" West
178.44 feet to a point which is the Northern corner of
Lot 39 and the common corner of Lot 47; thence along
existing lands of State College Borough, known as
Walnut Springs Park, North 17° 59' 08" East 928.23 feet
to a point; thence continuing along lands of State
College Borough North 49° 35' 57" West 174.59 feet to a
point; thence along lands of Andrew & Catherine
Zangrilli North 15° 34' 00" East 397.95 feet to a
point; thence along Lot 46 of the Thompson Woods
Subdivision South 49° 10' 37" East 386.07 feet to a
point; thence continuing along Lot 46 South 17° 56' 50"
West 1192.44 feet to a point along the Northeasterly
terminus of Walnut Spring Lane 50' right-of-way; thence
continuing South 17° 56' 50" West for a distance of
50.00 feet to a point, being the place of beginning.
CONTAINING 6.75 acres.

Tract No. 1 BEING known as Lot No. 47 as shown on
Final Subdivision Plan Record Plan entitled Thompson
Woods Preserve, dated October 16, 2000, prepared by
Thomas F. Songer, P.E., for Accadia, and recorded
November 9, 2000, in Centre County Plat Book 62 at page
54-55.

Tract No. 1 BEING known as Centre County Uniform
Parcel Identifier Tax Parcel Number 19-20/249.

Tract No. 1 is UNDER AND SUBJECT, NEVERTHELESS, to
existing easements, restrictions, covenants, and
conditions of record.

TRACT NO. 2: BEGINNING at a point of the Northeasterly
termination of Walnut Spring Lane, 50' right-of-way,
and a Southerly corner of Lot 47 of the Thompson Woods
Subdivision; thence continuing along said Lot 47 North
17° 56' 50" East 1192.44 feet to a point; thence
continuing along Lot 46 North 49° 10' 37" West for a
distance of 386.07 feet to a point; thence along lands
of Andrew and Catherine Zangrilli North 15° 34' 00" East 173.29 feet to a point; thence continuing along lands of Zangrilli North 16° 34' 39" West for a distance of 227.69 feet to a point; thence along lands of William E. Clark, Jr. and Julia M. Clark North 35° 59' 20" East for a distance of 168.80 feet to a point; thence continuing along lands of Clark North 64° 07' 25" East for a distance of 231.05 feet to a point; thence continuing along lands of Clark North 31° 24' 30" West for a distance of 270.79 feet to a point on the Southerly right-of-way line of East College Avenue (SR0026) an 80' variable width right-of-way; thence continuing along the right-of-way of East College Avenue North 59° 47' 05" East for a distance of 16.50 feet to a point; thence along lands of J. P. Realty Associates South 31° 24' 30" East for a distance of 307.57 feet to a point; thence continuing along lands of J. P. Realty Associates North 64° 46' 10" East for a distance of 190.01 feet to a point; thence continuing along lands of J. P. Realty Associates North 55° 40' 05" East for a distance of 121.52 feet to a point; thence continuing along lands of J. P. Realty Associates North 42° 54' 45" East for a distance of 228.80 feet to a point; thence along lands of Katherine G. Mitchell South 51° 14' 44" East 1118.11 feet to a point; thence along the lands of Paul M. Rittenhouse, Jr. and Tina M. Rittenhouse, Robert K. and Linda D. Bailey, David A. and Kathy A. Bowman, and Gordon E. and Eleanor K. Robinson South 33° 31' 10" West for a distance of 677.40 feet to a point; thence along Lot 22 and 23 of the Thompson Woods Subdivision and the Northeasterly right-of-way line of Walnut Spring Lane's 20' wide access right-of-way North 55° 58' 17" West for a distance of 307.54 feet to a point; thence continuing along Lot 23 and Lot 24 of the Thompson Woods Subdivision South 72° 06' 19" West 148.27 feet to a point; thence continuing along Lots 24, 25 and 26 of the Thompson Woods Subdivision South 33° 31' 10" West for a distance of 334.52 feet to a point; thence along Lot 48 of the Thompson Woods Subdivision North 56° 28' 50" West 68.19 feet to a point; thence continuing along Lot 48 of the Thompson Woods Subdivision South 33° 31' 10" West for a distance of 654.33 feet to a point; thence continuing along Lot 48 South 43° 24' 31" West for a distance of 188.49 feet to a point; thence continuing along Lot 48 of the Thompson Woods Subdivision South 33° 42' 39" West for a distance of 113.00 feet to a point; thence continuing along Lot
48 of the Thompson Woods Subdivision South 56° 15' 54" East for a distance of 100.94 feet to a point; thence along Lot 36 and Lot 37 of the Thompson Woods Subdivision South 33° 31' 10" West for a distance of 62.76 feet to a point; thence continuing along Lot 37 and 38 of the Thompson Woods Subdivision North 72° 46' 43" West for a distance of 110.49 feet to a point; thence continuing along Lot 38 of the Thompson Woods Subdivision South 17° 56' 50" West for a distance of 91.79 feet to a point; thence along the Northeasterly right-of-way line of Walnut Spring Lane, North 72° 03' 10" West for a distance of 50.00 feet to a point, being the place of beginning. CONTAINING 36.60 acres.

**Tract No. 2 BEING** known as Lot 46 as shown on Final Subdivision Plan Record Plan entitled Thompson Woods Preserve, dated October 16, 2000, prepared by Thomas F. Songer, P.E., for Accadia, and recorded November 9, 2000, in Centre County Plat Book 62 at page 54-55.

**Tract No. 2 BEING** known as Centre County Uniform Parcel Identifier Tax Parcel Number 19-20/241.

**Tract No. 2 is SUBJECT TO** several 50' wide overhead electric easements which are owned by Allegheny Power Company and to an unrecorded Encroachment Agreement between Grantors and Katherine G. Mitchell.

**Tract No. 2 is UNDER AND SUBJECT to** property encroachments as referred to on Final Subdivision Plan Record Plan entitled Thompson Woods Preserve, dated October 16, 2000, prepared by Thomas F. Songer, P.E., for Accadia.

**Tract No. 2 is UNDER AND SUBJECT, NEVERTHELESS, to** existing easements, restrictions, covenants, and conditions of record.

**Tracts No. 1 and 2 BEING** portions of the same premises conveyed unto Charles H. Smith, James B. Smith and Thomas L. Smith Partnership by Deed of H. O. Smith & Sons, Inc., dated May 1, 1997, and recorded May 5, 1997, in Centre County Record Book 926 at page 498.
GOODALL, H AMOS  
328 S ATHERTON ST  
STATE COLLEGE PA 16801

DEED - NONTAXABLE  
R 01193-0106  667  7 pages  
1 CLEARWATER CONSERVANCY OF CENTRAL PA I  
2 COLLEGE TOWNSHIP  
************ RETURN TO ************  
GOODALL, H AMOS  
328 S ATHERTON ST  
STATE COLLEGE PA 16801  
****************************  
County Fee        21.00  
State Writ        .50    
Affordable Housing 11.50  
-----------------  
DEED - NONTAXABLE  
33.00  

Commonwealth of Pennsylvania )  
)  
County of Centre )  

Recorded on Nov 13, 2000

By: ___________________  
RECORD OF DEEDS  
CENTRE COUNTY

This sheet includes required recording and tax information and is part of the official record. DO NOT DETACH
THIS DEED

made this 13 day of November, in the year Two Thousand (2000) is

BY AND BETWEEN The ClearWater Conservancy of Central Pennsylvania, Inc., a Pennsylvania nonprofit corporation, of 2555 North Atherton Street, State College, Pennsylvania, party of the first part and hereinafter referred to as GRANTOR,

-A-N-D-

College Township, a municipality organized and existing under the laws of the Commonwealth of Pennsylvania, party of the second part and hereinafter referred to as GRANTEE.

WITNESSETH,

that in consideration of One Dollar ($1.00) to The ClearWater Conservancy of Central Pennsylvania, Inc. in hand paid, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee,

ALL that certain messuage, tenement and tract of land situate, lying and being in the Township of College, County of Centre and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point of the northeasterly termination of the Walnut Spring Lane, a 50 ft. right-of-way and a southerly corner of Lot 47, of the Thompson Woods Subdivision; thence continuing along said Lot 47 North 17° 56' 50" East 1192.44 feet to a point; thence continuing along Lot 46 North 49° 10' 37" West for a distance of 386.07 feet to a point; thence along lands of Andrew and Catherine Zangrilli North 15° 34' 00" East 173.29 feet to a point; thence continuing along lands of Zangrilli North 16° 34' 39" West for a distance of 227.69 feet to a point; thence along lands of William E. Clark, Jr. and Julia M. Clark North 35° 59' 20" East for a distance of 168.80 feet to a point; thence continuing along lands of...
Clark North 64° 07' 25" East for a distance of 231.05 feet to a point; thence continuing along lands of Clark North 31° 24' 30" West for a distance of 270.79 feet to a point on the southerly right-of-way line of East College Avenue (SR0026) an 80' variable width right-of-way; thence continuing along the right-of-way of East College Avenue North 59° 47' 05" East for a distance of 16.50 feet to a point; thence along lands of J.P. Realty Associates South 31° 24' 30" East for a distance of 307.57 feet to a point; thence continuing along lands of J.P. Realty Associates North 64° 46' 10" East for a distance of 190.01 feet to a point; thence continuing along lands of J.P. Realty Associates North 55° 40' 05" East for a distance of 121.52 feet to a point; thence continuing along lands of J.P. Realty Associates North 42° 54' 45" East for a distance of 228.80 feet to a point; thence along lands of Katherine G. Mitchell South 51° 14' 44" East 1118.11 feet to a point; thence along the lands of Paul M. Rittenhouse, Jr. and Tina M. Rittenhouse, Robert K. and Linda D. Bailey, David A. and Kathy A. Bowman, and Gordon E. and Eleanor K. Robinson South 33° 31' 10" West for a distance of 677.40 feet to a point; thence along Lot 22 and 23 of the Thompson Woods Subdivision and the northeasterly right-of-way line of Walnut Spring Lane's 20' wide access right-of-way North 55° 58' 17" West for a distance of 307.54 feet to a point; thence continuing along Lot 23 and Lot 24 of the Thompson Woods Subdivision South 72° 06' 19" West 148.27 feet to a point; thence continuing along Lots 24, 25 and 26 of the Thompson Woods Subdivision South 33° 31' 10" West for a distance of 334.52 feet to a point; thence along Lot 48 of the Thompson Woods Subdivision South 56° 28' 50" West 68.19 feet to a point; thence continuing along Lot 48 of the Thompson Woods Subdivision South 33° 31' 10" West for a distance of 654.33 feet to a point; thence continuing along Lot 48 South 43° 24' 31" West for a distance of 188.49 feet to a point; thence continuing along Lot 48 of the Thompson Woods Subdivision South 33° 42' 39" West for a distance of 113.00 feet to a point; thence continuing along Lot 48 of the Thompson Woods Subdivision South 56° 15' 54" East for a distance of 100.94 feet to a point; thence along Lot 36 and 37 of the Thompson Woods Subdivision South 33° 31' 10" West for a distance of 62.76 feet to a point; thence continuing along Lot 37 and 38 of the Thompson Woods Subdivision North 72° 46' 43" West for a distance of 110.49 feet to a point; thence continuing along Lot 38 of the Thompson Woods Subdivision South 17° 56' 50" West for a distance of 91.79 feet to a point; thence along the northeasterly right-of-way line of Walnut Spring Lane, North 72° 03' 10" West for a distance of 50.00 feet to a point, being the place of beginning. CONTAINING 36.60 acres.

BEING Lot No. 46 as described on the Final Subdivision Plan Record Plan entitled Thompson Woods Preserve, dated October 16, 2000, prepared by Thomas F. Songer, P.E., for Accadia, and recorded __Nov. 9______, 2000 in Centre County Plat Bk. __62____, at pg. __54__.

Being known as Centre County Uniform Parcel Identifier Tax Parcel No. __19-20/241_____.
UNDER AND SUBJECT to property encroachments as referred to on Final Subdivision Plan Record Plan entitled Thompson Woods Preserve, dated October 16, 2000, prepared by Thomas F. Songer, P.E., for Accadia.

SUBJECT to several 50' wide overhead electric easements which are owned by Allegheny Power Company and to an unrecorded Encroachment Agreement between the Smith Partnership and Katherine G. Mitchell.


UNDER AND SUBJECT, nevertheless, to certain easements, covenants, conditions and restrictions of record.

And the Grantor hereby covenants and agrees that will warrant specially the property hereby conveyed.

This property was acquired with funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department") through the Environmental Stewardship and Watershed Protection Act, Act of December 15, 1999, P.L. 949, No. 68, ("the Act"), 27 Pa.S.C. §§6101-6113 ("Growing Greener"). This property is restricted solely to the uses permitted by the Act. No change of use and no transfer of ownership, control, or interest in this property may occur without the written consent of the Department. This restriction has the effect of a covenant running with the land and is otherwise binding upon the Grantee and its successors or assigns.

The consent of the Pennsylvania Department of Conservation and Natural Resources is attached hereto as Exhibit A.
IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its name and on its behalf by its President duly authorized thereunto, and has caused its corporate seal to be hereunto affixed and attested by its Secretary. Dated this _____ day of __________, 2000.

Attest:

The ClearWater Conservancy of Central Pennsylvania, Inc.

By: ________________ (SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CENTRE

On this _____ day of __________, 2000, before me, a notary public, the undersigned officer, personally appeared ________________ , who acknowledged himself/herself to be the President of The ClearWater Conservancy of Central Pennsylvania, Inc., a nonprofit corporation, and that he/she, as such president, being authorized so to do, executed the foregoing indenture for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

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

__________________________
Notary Public

Notarial Seal
H. Amos Goodell, Jr., Notary Public
State College Boro, Centre County
My Commission Expires May 20, 2003
CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence and complete post office address of the within Grantees, is 1481 East College Ave., State College, PA, 16801

11-13-00
Dated

[Signature]
Attorney or agent for Grantees

H. AMOS GOODALL, JR.
Attorney at Law
328 South Atherton Street
State College, Pennsylvania 16801
Bureau of Recreation and Conservation

Jennifer W. Shuey, Executive Director
The ClearWater Conservancy
2555 N. Atherton Street
State College, PA 16803

RE: ClearWater Conservancy
Smith Property (Thompson Woods)
BRC-LTA-6-6

Dear Ms. Shuey:

This is to advise you of our approval to proceed with the above-referenced acquisition project. In accordance with Article IX of the Growing Greener Contract we have also approved a minor scope revision to reduce the project area from 45± acres to 43.4± acres.

As requested in your October 27 letter, the Conservancy is authorized to transfer the property to State College Borough and College Township. It is our understanding that the property will be encumbered by the easement referenced in my November 1 FAX when transferred to the Borough and Township.

The following documentation will be required to close-out the project and determine if the Conservancy is eligible for full reimbursement of the $500,000 Growing Greener grant.

1. Copy of recorded deed for purchase of the property by the Conservancy with the language cited in Article XXX of the Growing Greener Contract (see attachment).
2. Copy of settlement sheet and cancelled checks for payment of the purchase price and closing costs.
3. Copy of invoices and cancelled checks for related acquisition costs incurred by the Conservancy (appraisals, subdivision plan, legal, etc.).
4. Check payable to the Commonwealth of Pennsylvania for interest earned on the $450,000 initial Growing Greener payment.

Exhibit "P"
ARTICLE XXX
NON-CONVERSION OF USE

The CONTRACTOR shall not at any time dispose of or convert any land, facilities, or buildings rehabilitated, developed, or acquired pursuant to this CONTRACT to other than the uses or purposes permitted in the project applications and the Act without the prior written approval of the DEPARTMENT and in accordance with such terms and conditions deemed appropriate by the DEPARTMENT. Disposal or conversion without such approval of the DEPARTMENT will result in repayment by the CONTRACTOR of the grant plus 10% annual interest compounded four times annually; or replacement of equivalent land, facilities, or buildings; or a combination thereof.

If any real property is acquired pursuant to this CONTRACT, the declaration of taking or deed will include the language below. No modification of this requirement or of the language below may be made without prior written approval by the DEPARTMENT:

“This property was acquired with funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department") through the Environmental Stewardship and Watershed Protection Act, act of December 15, 1999, P.L. 949, No. 68, ("the Act"), 27 Pa.C.S. §§ 6101-6113 ("Growing Greener"). This property is restricted solely to the uses permitted by the Act. No change of use and no transfer of ownership, control, or interest in this property may occur without the written consent of the Department. This restriction has the effect of a covenant running with the land and is otherwise binding upon the Grantee and its successors or assigns.”

Exhibit "A" P2
GOODALL, H AMOS
328 S ATHERTON ST
STATE COLLEGE PA 16801

DEED - NONTAXABLE
R 01193-0113 668 6 pages
1 CLEARWATER CONSERVANCY OF CENTRAL PA I
2 STATE COLLEGE BOROUGH
********** RETURN TO **********
GOODALL, H AMOS
328 S ATHERTON ST
STATE COLLEGE PA 16801

*****************
County Fee 19.00
State Writ .50
Affordable Housing 11.50
--------------
DEED - NONTAXABLE 31.00

Commonwealth of Pennsylvania )
) County of Centre )
Recorded on Nov 13, 2000

By: [Signature]
RECORER OF DEEDS
CENTRE COUNTY
THIS DEED

made this 13 day of November, in the year Two Thousand (2000) is

BY AND BETWEEN The ClearWater Conservancy of Central Pennsylvania, Inc., a Pennsylvania
nonprofit corporation, of 2555 North Atherton Street, State College, Pennsylvania, party of the first part and
hereinafter referred to as GRANTOR,

-A-N-D-

Borough of State College, a home rule municipality, organized and existing under the laws of the
Commonwealth of Pennsylvania, party of the second part and hereinafter referred to as GRANTEE.

WITNESSETH,

that in consideration of One Dollar ($1.00) to The ClearWater Conservancy of Central Pennsylvania, Inc.
in hand paid, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey
unto the said Grantee,

ALL that certain messuage, tenement and tract of land situate, lying and being in the Township of
College, County of Centre and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point being a common property corner of Lot 39 of the Thompson Woods
Subdivision and the 50' right-of-way known as Walnut Spring Lane; thence along Lot 39
North 72° 03' 10" West 178.44 feet to a point which is a northern corner of Lot 39 and the
common corner of Lot 47; thence along existing lands of State College Borough, known as
Walnut Spring Park, North 17° 59' 08" East 928.23 feet to a point; thence continuing along
lands of State College Borough North 49° 35' 57" West 174.59 feet to a point; thence along
lands of Andrew and Catherine Zanavilli North 15° 34' 00" East 397.95 feet to a point; thence
along lot 46 of the Thompson Woods Subdivision South 49° 10' 37" East 386.07 feet to a
point; thence continuing along Lot 46 South 17° 56' 50" West 1192.44 feet to a point along
the northeasterly terminus of Walnut Spring Lane 50' right-of-way; thence continuing South 17° 56' 50" West for a distance of 50.00 feet to a point, being the place of beginning.

The above parcel contains 6.75 acres and is subject to any easements of record.

BEING Lot No. 47 as described on the Final Subdivision Plan Record Plan entitled Thompson Woods Preserve, dated October 16, 2000, prepared by Thomas F. Songer, P.E., for Accadia, and recorded 1/9/2000, 2000, in Centre County Plat Bk. 62, at pg. 54.

Being known as Centre County Uniform Parcel Identifier Tax Parcel No. 19-20/249.

BEING the same premises which by deed dated NOV. 9, 2000 and recorded in the Office of the Recorder of Deeds in and for the County of Centre, Pennsylvania, in Record Bk. 1195, pg. 849, granted and conveyed unto The ClearWater Conservancy of Central Pennsylvania, Inc., the Grantors herein.

UNDER AND SUBJECT, nevertheless, to certain easements, covenants, conditions and restrictions of record.

This property was acquired with funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department") through the Environmental Stewardship and Watershed Protection Act, Act of December 15, 1999, P.L. 949, No. 68, ("the Act"), 27 Pa.S.C. §§6101-6113 ("Growing Greener"). This property is restricted solely to the uses permitted by the Act. No change of use and no transfer of ownership, control, or interest in this property may occur without the written consent of the Department. This restriction has the effect of a covenant running with the land and is otherwise binding upon the Grantee and its successors or assigns.

The consent of the Pennsylvania Department of Conservation and Natural Resources is attached hereto as Exhibit A.

And the Grantor hereby covenants and agrees that it will warrant specially the property hereby conveyed
IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its name and on its behalf by its President duly authorized thereunto, and has caused its corporate seal to be hereunto affixed and attested by its Secretary. Dated this 13 day of Nov, 2000.

Attest:

[Signature]

The ClearWater Conservancy of Central Pennsylvania, Inc.

By: [Signature] (SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CENTRE

On this 13 day of Nov, 2000, before me, a notary public, the undersigned officer, personally appeared [Name], who acknowledged himself/herself to be the president of The ClearWater Conservancy of Central Pennsylvania, Inc., a nonprofit corporation, and that he/she, as such president, being authorized so to do, executed the foregoing indenture for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

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

[Signature]

Notary Public

[Notarial Seal]
CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence and complete post office address of the within Grantees, is 118 S. Fraser St., State College, Pa., 16801.

Nov 1st 2000
Dated

Attorney or agent for Grantees

H. AMOS GOODALL, JR.
Attorney at Law
328 South Atherton Street
State College, Pennsylvania 16801
Dear Ms. Shuey:

This is to advise you of our approval to proceed with the above-referenced acquisition project. In accordance with Article IX of the Growing Greener Contract we have also approved a minor scope revision to reduce the project area from 45± acres to 43.4± acres.

As requested in your October 27 letter, the Conservancy is authorized to transfer the property to State College Borough and College Township. It is our understanding that the property will be encumbered by the easement referenced in my November 1 FAX when transferred to the Borough and Township.

The following documentation will be required to close-out the project and determine if the Conservancy is eligible for full reimbursement of the $500,000 Growing Greener grant.

1. Copy of recorded deed for purchase of the property by the Conservancy with the language cited in Article XXX of the Growing Greener Contract (see attachment).

2. Copy of settlement sheet and cancelled checks for payment of the purchase price and closing costs.

3. Copy of invoices and cancelled checks for related acquisition costs incurred by the Conservancy (appraisals, subdivision plan, legal, etc.).

4. Check payable to the Commonwealth of Pennsylvania for interest earned on the $450,000 initial Growing Greener payment.
ARTICLE XXX
NON-CONVERSION OF USE

The CONTRACTOR shall not at any time dispose of or convert any land, facilities, or buildings rehabilitated, developed, or acquired pursuant to this CONTRACT to other than the uses or purposes permitted in the project applications and the Act without the prior written approval of the DEPARTMENT and in accordance with such terms and conditions deemed appropriate by the DEPARTMENT. Disposal or conversion without such approval of the DEPARTMENT will result in repayment by the CONTRACTOR of the grant plus 10% annual interest compounded four times annually; or replacement of equivalent land, facilities, or buildings; or a combination thereof.

If any real property is acquired pursuant to this CONTRACT, the declaration of taking or deed will include the language below. No modification of this requirement or of the language below may be made without prior written approval by the DEPARTMENT:

"This property was acquired with funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department") through the Environmental Stewardship and Watershed Protection Act, act of December 15, 1999, P.L. 949, No. 68, ("the Act"). 27 Pa. C.S. §§ 6101-6113 ("Growing Greener"). This property is restricted solely to the uses permitted by the Act. No change of use and no transfer of ownership, control, or interest in this property may occur without the written consent of the Department. This restriction has the effect of a covenant running with the land and is otherwise binding upon the Grantee and its successors or assigns."
Thompson Woods Preserve Management Plan

Prepared for:

College Township
State College Borough

October 29, 2003
Last updated June 1, 2013

Adopted November 17, 2003 by State College Borough
Last update adopted June 3, 2013 by State College Borough

Adopted November 20, 2003 by College Township
Last update adopted July 18, 2013 by College Township

Prepared by:

ClearWater Conservancy of Central Pennsylvania, Inc.
(In consultation with: Carolyn G. Mahan, PhD
Professor of Biology and Environmental Studies, Penn State Altoona)

In cooperation with:

Millbrook Marsh Nature Center Advisory Committee
Thompson Woods Preserve Subcommittee

James Carpenter, Centre Region Parks and Recreation
Jennifer Shuey, ClearWater Conservancy of Central Pennsylvania, Inc.
Garry Williams, College Township
Alan Sam, State College Borough
Ron Woodhead, Centre Region Parks and Recreation
INTRODUCTION

This Thompson Woods Preserve Management Plan (Plan) is designed to provide guidance for the management of Thompson Woods Preserve and shall be carried out by Centre Region Parks and Recreation (CRPR), an agency of the Centre Region Council of Governments, on behalf of the owners of Thompson Woods Preserve, College Township and State College Borough. It was prepared by ClearWater Conservancy to honor the obligations incumbent upon accepting the Land Trust Acquisition grant from the Pennsylvania Department of Conservation and Natural Resources (DCNR) to help to purchase the property. Additional refinements to this Plan were made by the Thompson Woods Preserve subcommittee of the Millbrook Marsh Nature Center Advisory Committee, the official oversight committee for the Preserve.

Changes over time to this Plan should reflect the changes in the property itself, while continuing to honor the original intent of preserving and protecting the conservation values of Thompson Woods Preserve. The management strategies defined in this Plan are in addition to and complement the regulations outlined in the Municipal Park Codes prepared and approved by CRPR. The owners of Thompson Woods Preserve -- College Township and State College Borough -- retain the right to be more restrictive in their uses of the land; however, all owners must universally agree upon the additional restrictions and permitted uses. If there is no universal agreement, this Plan shall remain as the default document for guidance of the Preserve’s management.

No change of use and no transfer of ownership, control, or interest in Thompson Woods Preserve may occur without the written consent of DCNR. In considering changes of use such as trail or parking lot development, timber harvesting, utility line corridors, grading or paving, building of structures, etc., the landowner must obtain written approval from DCNR. Influencing DCNR’s decision in such considerations will be the protection of the current natural characteristics and condition of the Preserve for which the grant funds were provided.

BACKGROUND

Thompson Woods consists of 43.36 acres of undeveloped, forested land located in College Township. ClearWater Conservancy, the Pennsylvania Department of Conservation and Natural Resources, College Township, State College Borough, and the local community provided funds for the purchase of this land for use as a public preserve. Thompson Woods Preserve is one of the few remaining areas of forested green space left within the developed area of the Centre Region. In addition, Thompson Woods Preserve is uniquely situated to connect existing parks and historic properties, protecting and creating a corridor of open space in the urban core of Centre County.

Thompson Woods Preserve also protects Thompson Meadow Spring, which harbors a rare community of plants and animals. The Preserve buffers Thompson Meadow Spring from existing development higher in its subwatershed, filtering urban nonpoint source
pollutants such as lawn herbicides and pesticides, parking lot and roadway chemicals, heated stormwater, and construction sediment.

Thompson Run and Walnut Run border the property and are tributaries of both Slab Cabin Run and Spring Creek. Acquiring the property as a public preserve has protected these waterways and buffered downstream areas such as Millbrook Marsh from the effects of sedimentation and stormwater runoff.

The primary appeal of this public preserve is its natural setting and the unique natural features that it contains in an area within walking distance of downtown State College and The Pennsylvania State University. Because of its location in this urban setting, however, this natural parcel of land is extremely vulnerable to perturbation and further disturbance. Therefore, the Preserve shall be used only for passive outdoor recreation. The term passive use implies that activities conducted in the Preserve will be limited to those that minimize disturbance of natural plant and wildlife communities. In addition, activities conducted within the Preserve shall not entail the removal or alteration of existing vegetation other than the minimum required for maintaining or improving existing trails, ensuring public safety, or controlling exotic species.

DESCRIPTION OF PRESERVE

The Preserve consists of two forest parcels (eastern and western parcels) separated by Allegheny Power’s utility right of way (see Fig. 1). The eastern parcel consists of an intact 80 - 100 year old woodlot that is dominated by black cherry, maple, oak, and hickory. In addition, the eastern parcel contains a stand of mature Norway spruce and Scotch pine located adjacent to the intact woodlot. The western parcel consists of steeply sloped forested land that extends to the edge of Walnut Run. Black walnut, scattered hemlocks, and a dense understory of tartarian and Japanese honeysuckle dominate the forest on the western parcel.

MANAGEMENT ISSUES

1. Trails
An informal trail system currently exists in Thompson Woods Preserve. Because limiting activities to designated trails as much as practical is critical to maintaining the natural plant and wildlife communities of the Preserve, this existing trail network shall be improved and enhanced to provide easier access to Thompson Woods Preserve for the public. A reasonable use of resources shall be used to foster and encourage use of designated trails. Control of off-trail activities shall be accomplished through the use of friendly signs, gates, and other physical barriers when necessary. Restriction of use to designated trails will be enforced when repetitive, habitual off-trail use has a serious negative impact on the natural resources that are protected by the Preserve’s Conservation Easement.
Specifically, two trails that currently exist in the Preserve shall be improved and enhanced: a) the Woodlot Trail and b) the Streamside Trail (referred to as the “old township road” in the Conservation Easement).

The trails of Thompson Woods Preserve are primarily for the use of pedestrians. Biking is permitted only on the Streamside Trail connecting Walnut Springs Park to East College Avenue.

Barricades (such as gates, fences, or removable posts) shall be erected at the entrance to all trails to prohibit motorized vehicles from using the trails. Motorized vehicles may be permitted on trails only for emergency access, maintenance of the Preserve, special handicapped services, or maintenance of utilities, utility rights-of-way, or easements.

No additional clearing for other trails, either on ones that currently exist informally or on new ones, shall be permitted, other than as further described. Trail maintenance may include removal of overhanging trees and limbs that create a public hazard.

a. **Woodlot Trail**

The Woodlot Trail extends from the Preserve’s primary parking area near the right-angle bend of Walnut Spring Lane, follows the power line right-of-way, and loops through the intact woodlot (see Fig. 1). This trail shall be upgraded to comply with the guidelines of the American Disabilities Act (ADA). All parties involved in the management of the Preserve, or their agents, shall meet with officials from Allegheny Power to discuss construction and maintenance of this trail using its right-of-way.

Additional access to the Woodlot Trail shall be provided by a walkway from the cul-de-sac at the end of Walnut Spring Lane and by a walkway easement to Woods Road. In keeping with ADA recommendations, this Woodlot Trail should be no more than 10 feet in width and be covered with limestone dust or other permeable material that meets ADA requirements. Bench seating may be placed at two or three locations along the Woodlot trail. In addition, interpretive signage may be placed along the trail for educational purposes.

b. **Streamside Trail**

Improvements shall also be made to the existing trail located along the Walnut Run edge of the property (see Fig. 1), which is called the Streamside Trail. It is also referred to as the “old township road” in the Conservation Easement and is the only trail permitting biking in the Preserve.

Slope stabilizing structures shall be placed on this trail. Due to the extreme slope in this parcel, this trail will not be upgraded to meet ADA specifications. This trail should be no more than 10 feet in width and covered with woodchips or other permeable materials. Wood removed from the Preserve in the course of on-site maintenance may be used to provide woodchips for this trail.
In the past, a bridge over Walnut Run connected the Streamside Trail to East College Avenue at the Preserve entrance between Clark Motor Company and Your Building Centers. This bridge shall be replaced to enable this important trail connection.

2. **Exotic Species Control**
Exotic species are invading Thompson Woods Preserve. For example, honeysuckle (*Lonicera spp.*) is encroaching from the edges of the intact woodlot and along Walnut Run. Exotic and invasive species should be managed in the Preserve, though not at the expense of losing significant structural diversity. Therefore, exotic species removal shall be done where appropriate and in a demonstration-type setting with a 1:1 replacement of native for exotic stems. Exotic species removal techniques could include, but not be limited to, removal of stumps and root systems, herbicide application, and cutting. Although overstory trees should be preserved, select overstory trees may be removed only with the intention of establishing native species in the Preserve and to assist in the management of exotics.

Exotic species management as a demonstration project should include interpretive signs to communicate to the public the justification for such removals and control. Thus, the management of exotic species within the Preserve will serve the dual purpose of regaining habitat for our native species and educating the public about invasive exotic species in urban settings.

3. **Permitted uses**
Thompson Woods Preserve is intended to be used for the purposes of nature appreciation, contemplation, and education. Permitted uses include:

- Pedestrian activities on designated trails
- Biking ONLY on the Streamside Trail
- Walking of restrained pets on designated trails

In addition, nature study and observation, including periodic, temporary community public educational events may be performed in the Preserve with permits, if required. If CRPR determines that a planned event or activity presents the possibility of having a negative impact on the conservation values of the Preserve (such as volume of visitors), the Thompson Woods Preserve subcommittee will discuss the issue and determine the event’s appropriateness so as to minimize or eliminate any potential adverse consequences to the Preserve.

Non-disturbing research may be conducted in the Preserve with the appropriate permits, if required, and with the permission of the owners in consultation with the Thompson Woods Preserve subcommittee.

Interpretive, educational signage may be constructed along trails in the Preserve. Furthermore, a sign to indicate the Preserve was made possible through a DCNR grant must be erected as a grant requirement; that same sign may recognize other contributors and donors to the Preserve. Signs may also designate memorial plantings and other permitted structures (e.g., benches), mark and encourage use of the trails, and list rules or
prohibited uses. Recognition signs are subject to the regional policy as operated by CRPR.

Police serving College Township shall have police jurisdiction in Thompson Woods Preserve.

4. **Prohibited uses and actions** – unless use and/or action is protected by law

Any activity on or use of the Preserve that is inconsistent with the purpose of the Conservation Easement is prohibited. The purpose of the Conservation Easement is to assure that the Preserve will be retained forever in its natural, scenic, historical, forested, and open space condition and to prevent any use of the Preserve that will impair or interfere with the conservation values of the property.

The following activities and uses are expressly prohibited:

- Operation of motorized vehicles in the Preserve, except for emergency access, maintenance of the Preserve, special handicapped services, or maintenance of utilities, utility rights-of-way, or easements
- Biking, except on the Streamside Trail
- Disturbing the peace via loud talking or music
- Possession or use of firearms, weapons, explosives, arrows, or other missiles
- Possession, consumption, or depositing of alcoholic beverages
- Depositing human or domestic animal excretion
- Hunting, capturing, or killing of wildlife, except by authorized personnel with all applicable permits to control nuisance wildlife
- Harassment of wildlife
- Camping
- Use after sunset unless permission has been obtained for the activity
- Defacing, breaking, or injuring trees, plants, benches, etc.
- Removal of part or whole of any shrub, bush, plant, or flower, except those removed as part of exotic species management as described in section 2 or for trail maintenance
- Setting fires or smoking
- Discharging any item into any water body
- Activities which are detrimental to water resources (quality or quantity)
- Pumping of ground water from the property, except as permitted by the owners in consultation with the Thompson Woods Preserve subcommittee
- Manipulation of watercourses without express permission by the owners
- Walking of domestic animals, except for household pets that are restrained by a leash that does not exceed 6 feet in length
- Littering
- Dumping, including leaves, grass clippings, brush, or other yard waste
- Mining activities
- Advertising signs or billboards
- Disturbing the soil or surface of the property, except in the maintenance and construction of trails and the general maintenance of the Preserve
- Installation of artificial or invasive lighting
• Construction or placement of any recreational facility such as a court, pool, field, or playground
• Additional utility rights-of-way, easements of ingress or egress, driveways, or roads in the Preserve

No buildings, structures, or fences shall be erected in the Preserve except to meet conditions of the Conservation Easement, for protection of sensitive resources, for wildlife enhancement activities (e.g., bird blinds, nesting boxes), to prohibit entrance to the Preserve trails by motorized vehicles, footbridges when needed to protect watercourses, and possibly a small pavilion near the primary parking lot area. The purpose of any such pavilion shall be to provide a resting and gathering place for people to meet before or after using the Preserve. No buildings shall be permitted in the woodlot.

5. Parking Area
The Preserve’s primary parking area shall be placed at the entrance to the Woodlot Trail system, near the right-angle bend of Walnut Spring Lane. The parking area shall be constructed of material that ensures natural infiltration of stormwater and be large enough to permit parking of 10-15 vehicles. In addition, a walking trail, no more than 10 feet in width and covered with pervious materials, shall be constructed from this parking area to connect with existing trails in Walnut Spring Park.

A secondary parking area may be developed based upon future need for parking.

6. Sanitary facilities
Sufficient portable toilets may be located at the main entrance to the Preserve adjacent to the parking area. In addition, a trash receptacle may be placed at the main entrance to the Preserve in the parking area.

7. Wildlife Enhancement Activities
Wildlife enhancement projects that may be conducted at the Preserve could include, but not be limited to, installation of habitat boxes for screech owls, bats, flying squirrels, chickadees, and butterflies. However, the most important wildlife enhancement activities shall be to maintain existing vegetation and to limit the removal of vegetation to the minimum required for public safety, trail maintenance, and exotic species management. CRPR shall be requested to develop a list of appropriate projects for approval by the Thompson Woods Preserve subcommittee.

8. Wildlife Management
In general, wildlife in the Preserve should be protected in compliance with the prohibited uses listed above. However, nuisance wildlife control activities may be carried out by authorized personnel with all applicable permits. Lethal wildlife control techniques are appropriate and will be permitted as necessary when wildlife activity causes harm to the Preserve.
9. **Utilities and Utility Rights-of-Way**
This Plan does not apply to activities that are conducted in the process of maintaining utilities or utility rights-of-way that are located on or adjacent to the Preserve.

10. **Protection and enhancement of plant communities and related natural features**
All plants and trees shall be protected as outlined in the prohibited uses listed above. In addition, standing dead trees, branches, slash, scrap trees, understory material, and detritus shall be retained in the Preserve for use as wildlife shelters, dens, refuges and/or sanctuaries, and to replenish soil nutrients and organic matter, unless such trees and/or material are dangerous to the public or other species. Dangerous trees and plants may be removed, following the guidance of a certified arborist. In addition, any future plantings in the Preserve shall be limited to vegetation that is native to central Pennsylvania.

**ADMINISTRATION**

1. **Updating this Thompson Woods Preserve Management Plan**
This Plan has been crafted following the guidelines of DCNR, which include public involvement in its development. The owners of the property should review this Plan yearly.

2. **Communications**
CRPR is the main point of contact for issues concerning the management of Thompson Woods Preserve. CRPR has agreed to disseminate all information, requests, and other communications to the other members of the Thompson Woods Preserve subcommittee (representatives of CRPR, College Township, State College Borough, and ClearWater Conservancy) for their input, as appropriate. If other subcommittee members receive communications, they will be funneled through CRPR to the rest of the subcommittee.

ClearWater Conservancy shall conduct, at a minimum, annual monitoring of Thompson Woods Preserve to document and ensure compliance with the recorded Conservation Easement. Monitoring reports shall be communicated to all members of the Thompson Woods Preserve subcommittee. Violations of the Conservation Easement will also be directed to the appropriate enforcement agent of College Township or State College Borough.
MAP

The owners shall create an updated map of Thompson Woods Preserve and its features in coordination with the Thompson Woods Preserve subcommittee.

Figure 1: Location of the existing trails in Thompson Woods Preserve
The Woodlot Trail loops through the intact woodlot on the eastern parcel of the property, connecting it with the primary parking area via the Allegheny Power right-of-way. The Streamside Trail follows the Walnut Run edge of the property on the western parcel. Additional trail spurs currently exist, but should not be maintained, encouraged, or improved, except as discussed in the Thompson Woods Preserve Management Plan.
Figure 2: 2013 official trail map of Thompson Woods Preserve and Walnut Springs Park

Map provided by Centre Regional Planning Agency
ClearWater Conservancy
Monitoring Report

1. Site: Thompson Woods Preserve
   Monitor(s): Lance King (SC Borough Arborist), Suzy Yetter (ClearWater Conservancy staff), Don Franson (College Township Engineer), Amy Kerner (College Township Public Works Director), and Jim Carpenter (CRPR Maintenance Supervisor). Mark Klemick (volunteer site steward) was unable to attend.
   Date: June 29 2022   Time: 8:30 AM   Weather: Mostly sunny, 60s
   Date of last monitoring: July 22 2021

2. Landowner: College Township, State College Borough
   Landowners present (Y/N): Y — representatives were present from College Township and State College Borough (listed above)


4. Photo tour
   Fixed points:
<table>
<thead>
<tr>
<th>Photo number(s)</th>
<th>Description, location, and/or orientation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong><strong>1</strong></strong></td>
<td>From parking lot, mowed area looking NE with private garden in background</td>
</tr>
<tr>
<td><strong><strong>1a</strong></strong></td>
<td>At site where rail fence previously removed by Centre Region at neighbor's request</td>
</tr>
<tr>
<td><strong><strong>2</strong></strong></td>
<td>NO PHOTO. Visual Observation. Boundary looking SW behind 921 Walnut Springs Lane</td>
</tr>
<tr>
<td><strong><strong>3</strong></strong></td>
<td>Boundary looking NE behind 921 Walnut Springs Lane; boundary corners need to be flagged</td>
</tr>
</tbody>
</table>
Fixed points:

<table>
<thead>
<tr>
<th>Photo number(s)</th>
<th>Description, location, and/or orientation</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Previous encroachment area looking at dead tree location now removed</td>
</tr>
<tr>
<td>4a</td>
<td>NO PHOTO. Visual Observation. Boundary at storm water retention area</td>
</tr>
<tr>
<td>5</td>
<td>Site of prior encroachment; items have been removed and area re-seeded</td>
</tr>
<tr>
<td>6, 7</td>
<td>Photos 6 and 7 removed</td>
</tr>
<tr>
<td>8</td>
<td>At Walnut Springs Lane entrance walkway – note TWP signage adjacent to black fence</td>
</tr>
<tr>
<td>9</td>
<td>Fence and entrance from Oak Ridge Avenue on SE boundary</td>
</tr>
<tr>
<td>10</td>
<td>Self-closing gate at Woods Road entrance, looking at site of Aspen Heights Development (former Hilltop Trailer Park with mobile homes removed)</td>
</tr>
<tr>
<td>10a</td>
<td>Self-closing gate at Photo 10; closed and locked</td>
</tr>
<tr>
<td>10b</td>
<td>Looking S from College Avenue at Aspen Heights construction site. TWP is W of the development on right side of photo</td>
</tr>
<tr>
<td>11</td>
<td>W of Photo 10 location from footpath looking NW, note wooden sculptures</td>
</tr>
<tr>
<td>12</td>
<td>Power line trail to YBC entrance looking uphill towards preserve</td>
</tr>
<tr>
<td>13</td>
<td>Power line trail to YBC entrance looking downhill toward College Avenue</td>
</tr>
<tr>
<td>14</td>
<td>Bridge at YBC entrance from TWP entrance (sewer pump station at bridge erected in 2014)</td>
</tr>
</tbody>
</table>
Fixed points:

- Photo number(s) Description, location, and/or orientation
  - 15 Thompson Run footbridge at YBC entrance looking downstream
  - 16 Thompson Run from right bank below the bridge at YBC entrance looking downstream
  - 16a Tree leaning on trail between Photo 16 and 17 locations; may need to be removed if deemed a safety hazard
  - 17 Boy Scout bridge built over wet/steep area on side trail that goes up to power line
  - 18 Entrance to streamside trail from trail originating at parking lot looking NE
  - 18a Stormwater erosion issues repaired on steep portion of streamside trail just past the Photo 18 location
  - 18b Recently cropped privet shrubs along the trail
  - 19 NO PHOTO. Visual Observation. Trail to parking lot (trail on left of photo) looking S
  - 19a Looking up streamside trail toward parking lot
  - 20 Trail entrance looking N; TWP welcome/rules, directional, tick caution and pet waste signage

5. **Land use:**

What are the present land uses? Please describe. **Passive recreation and park land; hiking on designated trails.**

What are the current land uses on adjacent properties? **Commercial, Residential; Construction of Aspen Heights (formerly the Hill Top Mobile Home Park along the eastern border of TWP) began October 1, 2021 and**
is expected to be completed 2023. This student housing complex includes two 4-story buildings with 262 units and over 700 parking spaces (see Photos 10, 10a, and 10b). Current plan for student access between Aspen East Penn and PSU Campus via the College Avenue Path is highly recommended. Any reconsideration of developing trails through TWP will require approval from ClearWater and PA DCNR.

6. **Problems—describe and indicate photo number:**

LAND USE

- Vegetation removal
- vandalism
- picnicking
- off-road vehicles
- camping
- trespass
- rules infractions
- access
- litter
- fire
- unauthorized hunting
- safety hazards
- vegetation removal

ECOLOGICAL

- over-browsing (deer)
- introduced species

Bush honeysuckle, privet, and buckthorn are main invasive species; Norway maples invading aggressively, especially behind cul de sac on Walnut Springs Lane

- siltation
___ pollution
___ erosion
OTHER (list)

Attach Summary of Easement Restrictions. Do any appear to be issues?

- Extensive presence of non-native or invasive species throughout the Preserve; forest stewardship and management plans should be consulted and proposed management actions developed.
- Considerable deer browse evident throughout the Preserve.
- “Teepees” constructed of fallen limbs and logs (see Photo 11);
- Boundary markers along previous encroachment area(s) should be located and flagged (see Photos 3 - 5).

7. Landowner relations

Was the owner cooperative?  Yes

What was the attitude of the owner toward the easement and the restrictions?

Agrees __X__  Indifferent _____  Disagrees _____  Other: ____________________

Any follow-up with landowner required?

Not at this time.

Time spent on property: ____0____ hours ___45___ minutes

Signature of monitor:

Telephone: 814-237-0400  Email: suzy@clearwaterconservancy.org

Follow up letter sent: ___09  /  __27_  /  __2022__
Photo 1. From parking lot, mowed area looking NE with private garden in background.

Photo 1a. At site where rail fence previously removed by Centre Region at neighbor's request.

NO PHOTO. Visual Observation:
Photo 2. Boundary looking SW (does the direction make sense?) behind 921 Walnut Springs Lane.

Photo 3. Boundary behind 921 Walnut Springs Lane; boundary corners need to be flagged.
Thompson Woods Preserve Monitoring Photos  
June 29th, 2022

Photo 4. Previous encroachment area looking at dead tree location now removed

NO PHOTO. Visual Observation
Photo 4a. Boundary at storm water retention area

Photo 5. Site of prior encroachment; items have been removed and area re-seeded

Photos 6 and 7 removed
Photo 8. At Walnut Springs Lane entrance walkway – note TWP signage adjacent to black fence

Photo 9. Fence and entrance from Oak Ridge Avenue on SE boundary

Photo 10. Self-closing gate at Woods Road entrance, looking at site of Aspen Heights Development (formerly Hilltop Trailer Park with mobile homes removed)
Thompson Woods Preserve Monitoring Photos
June 29th, 2022

Photo 10a. Self-closing gate Photo 10; closed with lock intact

Photo 10b. Looking S from College Avenue at Aspen Heights construction site. TWP is W of Aspen Heights on right side of photo

Photo 11. W of Photo 10 from footpath looking NW, note wooden sculptures
Thompson Woods Preserve Monitoring Photos
June 29th, 2022

Photo 12. Power line trail to YBC entrance looking uphill towards preserve

Photo 13. Power line trail to YBC entrance looking downhill toward College Avenue

Photo 14. Bridge at YBC entrance from TWP entrance (sewer pump station at bridge erected in 2014)
Thompson Woods Preserve Monitoring Photos
June 29th, 2022

Photo 14a. Closeup of bridge and defective beams with repairs in progress

Photo 15. Thompson Run footbridge at YBC entrance looking downstream

Photo 16. Thompson Run from right bank below the bridge at YBC entrance looking downstream
Thompson Woods Preserve Monitoring Photos
June 29th, 2022

16a. Tree leaning on trail between Photo 16 and 17 locations; may need to be removed if deemed a safety hazard

Photo 17. Boy scout bridge built over wet/steep area on side trail that goes up to power line

Photo 18. Entrance to streamside trail from trail originating at parking lot looking NE
Photo 18a. Stormwater erosion issues repaired on steep portion of streamside trail just past the Photo 18 location.

Photo 18b. Recently cropped privet shrubs along the trail.

NO PHOTO. Visual Observation. (Photo not shown, trail to parking lot [trail on left of photo] looking S.)
Thompson Woods Preserve Monitoring Photos
June 29th, 2022

Photo 19a. Looking up streamside trail toward parking lot

Photo 20. Trail entrance looking N; TWP welcome/rules, directional, tick caution and pet waste signage