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North American Land Trust
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**NOTICE OF CONVEYANCE
AND TRANSFER FEE PAYMENT
REQUIRED - SEE SECTION 7.14**

UPI Nos/ 51-2-150.1/ 51-3-18/ 51-3-19/ 51-3-34/ 51-3-35 ✓

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GRANT OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT ("Grant") dated as of Oct 23, 2015 (the "Easement Date") is by and between PATRICK J. COMERFORD and KATHRYN K. COMERFORD, husband and wife ("the undersigned Owner or Owners"), NORTH AMERICAN LAND TRUST (the "Holder") and TOWNSHIP OF EAST BRADFORD (the "Township")

ARTICLE I. BACKGROUND

1.01 Property

The undersigned Owner or Owners are the sole owners in fee simple of the Property, fronting on Copeland School, Conner and Sunset Hollow Roads, described in Exhibit "A" (the "Property") being the same real property conveyed as described in the following deeds granted to Owner and recorded in the Office of the Recorder of Deeds of Chester County at: Record Book 4256, page 469, Record Book 4513, page 1086, Record Book 7482, page 519, and Record Book 7482, page 529. The Property is also described as:

Street Address:	900 Copeland School Road
Municipality:	East Bradford Township
County:	Chester
State:	Pennsylvania
Tax Parcel Identifier(s)	51-2-150.1; 51-3-18; 51-3-19; 51-3-34; 51-3-35
Property Acreage:	82 acres
Easement Area Acreage:	82 acres

1.02 Conservation Plan

Attached as Exhibit "B" is a survey or other graphic depiction of the Property (the "Conservation Plan") showing, among other details, the location of one or more of the following areas - Protection Area A; Protection Area B-1, Protection Area B-2, Protection Area B-3 and

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Receipt #: 15-41343
Rec Fee: \$230.00
Chester County, Recorder of Deeds

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Protection Area B-4; and the Trail Area. The location of each Protection Area B may, Subject to Review, be modified if the following requirements are met: the area of each Protection Area B shall not be increased; any Structure existing at the time of the modification and that is permitted only in a Protection Area B shall be contained within the modified Protection Area B location after such modification; no additional rights to dwellings or other Reserved Rights shall be created or result from such modification; the modification shall be set forth in a document signed by duly authorized officers of Holder, Township, and County and by the legal owner or owners of the portion of the Property which is the subject of the modification at the time of modification; the document shall be recorded in the same place of public record in which this Conservation Easement was recorded and shall not be effective until so recorded.

1.03 Conservation Objectives

The objective of this Grant is to provide significant public benefits consistent with adopted public policy by preserving specific resources by establishing appropriate levels and types of land uses. Areas with consistent requirements and restrictions will be delineated and further described on the Conservation Plan so as to achieve the goals and resource protection objectives (collectively, the "Conservation Objectives") for the Property set forth below:

(a) Goals

- (i) **Protection Area A.** To promote good stewardship of Protection Area A so that its soil and other natural resources will always be able to support Sustainable Agriculture or Sustainable Forestry and so that the land use does not have a negative impact on Protection Area A.
- (ii) **Protection Area B.** To promote compatible land use and development within Protection Area B so that it will be available for a wide variety of activities, uses and Additional Improvements subject to the minimal constraints necessary to achieve Conservation Objectives outside Protection Area B.
- (iii) **Trail Area.** To create a Trail Area and later to create within that Trail Area a Public Trail that will provide pedestrian access to the general public.

(b) Resource Protection Objectives

- (i) **Water Resources.** To maintain and improve the quality and quantity of water resources, both surface and groundwater, within or in the vicinity of the Property by implementing measures that help protect water resources from sediment and non-point pollution and promote the infiltration, detention, and natural filtration of storm water.
- (ii) **Forest, Woodland, and Other Vegetative Resources.** To perpetuate and foster the growth of a healthy and unfragmented forest or woodland; to maintain a continuous canopy of vegetation with multi-tiered understory



of trees, shrubs, wildflowers and grasses; to support healthy ecosystem processes; and to trap air pollution particulates for healthier air and sequester carbon in trees and soil.

- (iii) **Wildlife Resources.** To maintain and improve the quality of wildlife habitat; to protect breeding sites; to promote biodiversity and Native Species; to preserve large intact areas of wildlife habitat, connect patches of wildlife habitat and secure migration corridors. Large habitat patches typically support greater biodiversity than small patches; migration corridors enable wildlife to move to meet nutritional and reproductive needs and facilitate the migration of species in response to changes in environmental conditions.
- (iv) **Scenic Resources.** To preserve the relationship of scenic resources within the Property to natural and scenic resources in its surrounds and to protect scenic vistas visible from public rights-of-way and other public access points in the vicinity of the Property.
- (v) **Sustainable Land Uses.** To ensure that Agriculture, Forestry, and other uses, to the extent they are permitted, are conducted in a manner that will neither diminish the biological integrity of the Property, deplete natural resources over time, nor lead to an irreversible disruption of ecosystems and associated processes. Agricultural and Forestry activities are regulated so as to protect soils of high productivity; to ensure future availability for Sustainable uses; and to minimize adverse effects of Agricultural and Forestry uses on water resources described in the Conservation Objectives.
- (vi) **Compatible Land Use and Development.** Certain areas have been sited within the Property to accommodate existing and future development taking into account the entirety of the natural potential of the Property as well as its scenic resources.

1.04 Baseline Documentation

As of the Easement Date, the undersigned Owner or Owners and Holder have signed for identification purposes the report (the "Baseline Documentation"), to be kept on file at the principal office of Holder, that contains an original, full-size version of the Conservation Plan and other information sufficient to identify on the ground the protection areas identified in this Article; that describes Existing Improvements on or about the Property; that identifies the conservation resources of the Property described in the Conservation Objectives; and that includes, among other information, photographs depicting existing conditions of the Property as of the Easement Date.

1.05 Structure of Grant



In Articles II, III and IV, the undersigned Owner or Owners impose restrictive covenants on the Property in support of the Conservation Objectives. Then, in Article V, they vest in the Holder and Beneficiaries a number of rights for the purpose of advancing the Conservation Objectives. Article VI addresses potential violations and remedies. Article VII addresses miscellaneous other matters. Initially capitalized terms not defined in this Article I are defined in Article VIII.

1.06 Federal Tax Items

(a) Qualified Conservation Contribution

The Conservation Easement has been donated in whole or in part by the undersigned Owner or Owners. The donation of the Conservation Easement by this Grant is intended to qualify as a charitable donation of a partial interest in real estate (as defined under §170(f)(3)(B)(iii) of the Code) to a qualified organization (a "Qualified Organization") as defined in §1.170(A-14)(c)(1) of the Regulations. If the Conservation Easement is transferred to any Person, that Person must commit to hold the Conservation Easement exclusively for conservation purposes as defined in the Regulations.

(b) Public Benefit

The undersigned Owner or Owners have granted the Conservation Easement to provide a significant public benefit (as defined in §1.170A-14(d)(4) of the Regulations). In addition to the public benefits described in the Conservation Objectives, the Baseline Documentation identifies public policy statements and other factual information supporting the significant public benefit of the Conservation Easement.

(c) Mineral Interests

No Person has retained a qualified mineral interest in the Property of a nature that would disqualify the Conservation Easement for purposes of §1.170A-14(g)(4) of the Regulations. From and after the Easement Date, the grant of any such interest is prohibited and Holder has the right to prohibit the exercise of any such right or interest if granted in violation of this provision.

(d) Notice Required under Regulations

To the extent required for compliance with §1.170A-14(g)(5)(ii) of the Regulations, and only to the extent such activity is not otherwise subject to Review under this Grant, Owners agree to notify Holder before exercising any reserved right that may have an adverse impact on the conservation interests associated with the Property.

(e) Property Right

In accordance with §1.170A-14(g)(6) of the Regulations, the undersigned Owner or Owners agree that the grant of this Conservation Easement gives rise to a property right, immediately vested in the Holder, that entitles the Holder to compensation upon extinguishment of the easement. The fair market value of the property right is to be determined in accordance with the Regulations; i.e., it is at least equal to the proportionate value that the Conservation Easement as of the Easement Date bears to the value of the Property as a whole as of the Easement Date (the "Proportionate Value"). If the Proportionate Value exceeds the compensation otherwise payable to Holder under Article VI, Holder is entitled to payment of the Proportionate Value. Holder must use any funds received on account of the Proportionate Value for conservation purposes (as that phrase is defined in the Regulations).

(f) Acknowledgment of Donation

Except for such monetary consideration (if any) as is set forth in this Article, Holder acknowledges that no goods or services were received in consideration of this Grant.

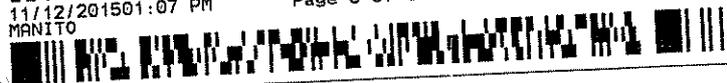
(g) No Representation of Tax Benefits

The undersigned Owner or Owners represent, warrant and covenant to Holder that:

- (i) The undersigned Owner or Owners have not relied upon any information or analyses furnished by Holder with respect to either the availability, amount or effect of any deduction, credit or other benefit to Owners under Applicable Law; or the value of the Conservation Easement or the Property.
- (ii) The undersigned Owner or Owners have relied solely upon their own judgment and/or professional advice furnished by the appraiser and legal, financial and accounting professionals engaged by the undersigned Owner or Owners. If any Person providing services in connection with this Grant or the Property was recommended by Holder, the undersigned Owner or Owners acknowledge that Holder is not responsible in any way for the performance of services by these Persons.
- (iii) This Grant is not conditioned upon the availability or amount of any deduction, credit or other benefit under Applicable Law.

(h) Conservation Purposes.

Preservation of the Property by this Conservation Easement shall serve the following purposes pursuant to 26 U.S.C. § 170 (h)(4)(a) and 26 CFR §1.170A-14(d)(i), (the "Conservation Purposes"):



Preservation of the Property as a relatively natural habitat of fish, wildlife, or plants or similar ecosystem; and

Preservation of the Property as open space which provides scenic enjoyment to the general public and yields a significant public benefit; and

Preservation of the Property as open space which, if preserved, will advance a clearly delineated Federal, State or local governmental conservation policy and will yield a significant public benefit.

1.07 Beneficiaries

This Conservation Easement does not confer any rights or remedies upon any Person other than Owners, Holder, and the Beneficiaries specifically named in this Conservation Easement. No other Persons are vested with any rights, whether arising under this Conservation Easement or otherwise under Applicable Law.

Each of the Persons identified below in this Section is a Beneficiary of this Conservation Easement vested in Holder by this Grant. The specific rights vested in each Beneficiary are described in Article V.

(a) Township

This Conservation Easement has been purchased in whole or in part by funds provided by the Township acting under the authority granted by 32 P.S. §5005(c) of the Open Space Lands Act, 32 P.S. §5001 et seq. and Ordinance No. 3 of 2000 and Ordinance No. 5 of 1998 (such ordinance, with the regulations and program requirements promulgated under the authority of such ordinance are referred to in this Conservation Easement, collectively, as the "Township Program"). The sum of \$1,400,000.00 in Township funds has been used to purchase this Conservation Easement over the entirety of the Property.

As a Beneficiary of this Conservation Easement, the Township has agreed to be a co-holder of this Conservation Easement for purposes of qualifying this Conservation Easement under applicable Preferential Tax Programs.

(b) County

The Conservation Easement vested in Holder by this Grant has been purchased in whole or in part by funds provided to Holder by the County of Chester (the "County") acting under the authority granted by the Commonwealth of Pennsylvania for purposes consistent with the terms of the Conservation and Land Development Act, Pa. Stat. Ann. Title 32, Section 5001 et. Seq; and program requirements promulgated under the authority of such statute are referred to in this Grant, collectively, as the "County Program". The portions of the Property as to which County Funds have been used to purchase this Grant are referred to, collectively, as the "County Program Area". The sum of \$299,622.00 in County



funds has been used to purchase this Conservation Easement over the entirety of the Property.

1.08 Consideration

The undersigned Owner or Owners acknowledge receipt, as of the Easement Date, of the sum of \$750,000.00 in cash and the obligation of Township to pay the balance of the consideration for this Grant of \$950,000.00 in two installments, with interest, according to the terms of a separate Easement Purchase Agreement between the undersigned Owners and the Township dated on or before the Easement Date.

1.09 Conservation Values

The Conservation Purposes and the natural, physical or other characteristics of the Property that support and justify the Conservation Purposes (which may be hereinafter called the "Conservation Values") have been documented and established in the Baseline Documentation pursuant to 26 CFR §1.170A-14(g)(5). The Baseline Documentation describes the following Conservation Values of the Property, among others:

(a) The northern portion of the Property drains to Broad Run, a watershed designated a high-quality cold water fishery; migratory fishery by the Commonwealth of Pennsylvania so that the protection of the Property from development will prevent or significantly reduce the impact of potential development of the Property on the water quality of Broad Run.

(b) The southern portion of the Property drains to an unnamed tributary to the East Branch of Brandywine Creek, a watershed designated a high-quality cold water fishery; migratory fishery by the Commonwealth of Pennsylvania; and a historically important water resource greatly contributing to regional water quality and a designated Pennsylvania Scenic River (P.L. 1277, Act No. 283) so that the protection of the Property from development will prevent or significantly reduce the impact of potential development of the Property on the water quality of Broad Run.

(c) The Property contains soils classified as Prime Farmland worthy of conservation as identified by the United States Department of Agriculture Natural Resources Conservation Service's Soil Survey of Chester County, Pennsylvania and is actively used in agricultural activities and this Conservation Easement will limit alternative uses that would deplete the soil or make it unavailable for agricultural use.

(d) The Property affords rural scenic views of its protected natural resources from Sunset Hollow Road, Copeland School Road and Conner Road which are all public rights-of-way.

(e) The Property encompasses a diverse composition of natural landscape features including agricultural fields, steep slopes, significant rock outcroppings, and over 30 acres of mature hardwood forest.

(f) The Property was observed to contain at least 190 native species of vegetation.



(g) The Property is located in the path of continued sprawling development and without protection of the Property from development by this Conservation Easement is likely to have been developed with the resulting loss of open space benefits.

(h) Portions of the Property have been identified in a comprehensive East Bradford Township Botanical Survey conducted in 2009 as an Exceptional Natural Area (ENA) defined as, "an area composed of relatively intact, species rich, native plant dominated communities."

- (i) The following government conservation policies are supported by the grant of this Conservation Easement, in addition to any described in the preceding section, and the Conservation Values described above achieve a significant public benefit towards the fulfillment of these conservation policies:
- (ii) The conservation of the Property is consistent with goals, objectives and strategies outlined in the East Bradford Township 2009 Open Space, Recreation & Environmental Resources Plan and is part of a larger area designated in the Chester County comprehensive planning policy document Landscapes2 for rural and natural conservation, and similarly denoted as "rural" on the Delaware Valley Regional Planning Commission's Connections 2040 Plan for Greater Philadelphia.

ARTICLE II. TRANSFER; SUBDIVISION

2.01 Transfer

(a) **Notice Required**

Not less than thirty (30) days prior to transfer of the Property or any Lot, Owners must notify Holder of the name(s) and address for notices of the Persons who will become Owners following the transfer.

(b) **Prior to Transfer**

Owners authorize Holder to (i) contact the Persons to whom the Property or Lot will be transferred, and other Persons representing Owners or the prospective transferees, to discuss with them this Grant and, if applicable, other pertinent documents; and (ii) enter the Property to assess compliance with this Grant.

(c) **Ending Continuing Liability**

Owners prior to transfer are liable, on a joint and several basis with the Owners following the transfer, for the correction of violations and discharge of other obligations of Owners under this Grant. This provision continues to apply until Holder has been notified of the transfer, inspects the Property, and reports no violations observed during such inspection.

2.02 Prohibitions

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No transfer of a Lot independent of the remainder of the Property; no change in the boundary of any Lot; and no other Subdivision is permitted, except as set forth below.

2.03 Permitted Changes

The following changes and Subdivision are permitted subject to Review (unless Review is expressly not required as stated below):

(a) Lots within Property

Owner has subdivided the Property into four (4) Lots (designated as Lot 1, Lot 2, Lot 3 and Lot 4) according to a certain Final Subdivision Plan for The Comerford Tract prepared by Commonwealth Engineers, Inc., dated November 4, 2013, most recently revised August 5, 2015, sheets 1 through 5 (the "Subdivision Plan"), with each such Lot containing one or more of the four Protection Area B areas and, thereafter, may subdivide the Property to (i) merge a portion of the Property into an adjoining lot, tract or parcel of land (which subdivided and merged portions of the Property shall remain under and subject to this Conservation Easement) or (ii) reconfigure any one or more of the boundaries of such Lots among one another. No such property line change shall diminish the conservation values of the Property and the development and impervious coverage rights associated with the Lots so altered shall be expressly allocated among the Lots. Such allocation shall be stated in a document which shall be subject to Review by Holder and which shall be recorded in the place of public record in which this Conservation Easement has been recorded before or contemporaneously with any conveyance of an interest in the Lots resulting from such subdivision. Such allocation shall specifically identify, with respect to the building or other rights or the allowable ground coverage, how much of the unused coverage or other reserved rights permitted by this Conservation Easement will be allocated to the respective Lots. If Owner fails to make such allocation in a written document for such purpose before conveying title to or any beneficial interest in any of the Lots resulting from such subdivision, then the reserved rights, whether or not built, shall be allocated proportionately among the Lots resulting from such subdivision, in proportion to the relative area of such Lots, as determined by Holder in its discretion, it being understood that this allocation shall not result in allowing any increase in the reserved rights. There shall be no Lot created or allowed that contains, or has the right to, any Additional Improvements unless it also contains a Protection Area B. There shall be no Lot created or allowed that divides a Protection Area B unless the Protection Area B on one side of the Lot line is converted to Protection Area A; provided, however that in such instance, should some of the Protection Area B be so converted to Protection Area A then, by agreement with Holder, the same amount of area of Protection Area A remaining in the conveying Lot may be converted to and added to Protection Area B so that neither the total area, nor the number, of areas designated as Protection Area B would neither increase nor decrease.



(b) Transfer to Qualified Organization

Owner may create a Lot for transfer to a Qualified Organization for park, nature preserve, public trail or other conservation purposes approved by Holder after Review.

(c) Transfer of Rights of Possession or Use

Owner may, without Review, lease or otherwise transfer possession or use (but not ownership) without subdivision, of one or more portions of the Property, including subsurface portions of the Property, for purposes permitted under, and subject to compliance with, the terms of this Grant. Leases of space within Improvements are not subject to Review.

(d) Condominium, Planned Community, Cooperative Ownership.

Owner shall not subject the Property or any part thereof, or any of the buildings or improvements thereon, to the condominium, planned community or cooperative form of ownership. Notwithstanding the preceding, Owner may, in connection with the subdivision of the Property into four (4) fee simple parcels of land as acknowledged in Section 2.03(a) of this Grant, create a Planned Community with respect thereto under the Pennsylvania Uniform Planned Community Act (or any comparable successor statute) if each subdivided parcel comprising the Property is a separate "unit" (with the boundaries of the units corresponding to the boundaries of the fee simple lots as shown on the Subdivision Plan), to enable lot owners to establish joint restrictions, but not to enable greater density than is permitted by this Grant or to establish or create any units that comprise or consist of improvements or spaces within improvements. The preceding provisions of this Section 2.03(d) may be varied only if Holder, County and Township approve (without any obligation to do so) such variance, after Review.

2.04 Requirements

(a) Establishment of Lots, Allocations

Prior to transfer of a Lot following a Subdivision, Owners must (i) furnish Holder with the plan of Subdivision approved under Applicable Law and legal description of each Lot created or reconfigured by the Subdivision; (ii) mark the boundaries of each Lot with permanent markers; and (iii) allocate in a document recorded in the Public Records those limitations applicable to more than one Lot under this Grant. This information will become part of the Baseline Documentation incorporated into this Grant.

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(b) Amendment

Holder may require Owners to execute an Amendment of this Grant to reflect any change to the description of the Property set forth in Exhibit "A" or any other changes and allocations resulting from Subdivision that are not established to the reasonable satisfaction of Holder by recordation in the Public Records of the plan of Subdivision approved under Applicable Law.

(c) Municipal Land Use Laws

In addition to restrictions noted herein, all subdivisions must be approved by the governing body responsible for administration of the applicable subdivision, land use and development regulations.

ARTICLE III. IMPROVEMENTS

3.01 Prohibition

Improvements within the Property are prohibited except as permitted below in this Article.

3.02 Permitted Within Protection Area A

The following Improvements are permitted within the Protection Area A:

(a) Existing Improvements

Any Existing Improvement may be maintained, repaired and replaced in its existing location. Existing Improvements may be expanded or relocated if the expanded or relocated Improvement complies with applicable municipal building regulations and requirements applicable to Additional Improvements of the same type.

(b) Existing Agreements

Improvements that Owners are required to allow under Existing Agreements are permitted.

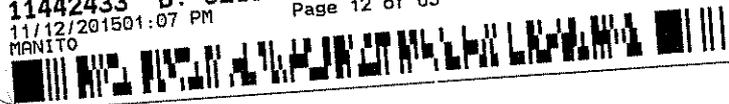
(c) Additional Improvements

The following Additional Improvements are permitted:

- (i) Fences, walls and gates not to exceed four (4) feet in Height or such greater Height as is approved by Holder after Review.
- (ii) Regulatory Signs, subject to a maximum size of six square feet and any Regulatory Sign that is visible from a public road is subject to Review.



- (iii) Habitat enhancement devices such as birdhouses and bat houses, and hunting stands.
- (iv) Trails covered (if at all) by wood chips, gravel, or other highly porous surface.
- (v) Subject to Review, footbridges, stream crossing structures and stream access structures.
- (vi) Improvements for generating and transmitting geothermal Renewable Energy but only if located wholly beneath the surface within a geological and hydrological context at which there can be no impairment of water or other resources described in the Conservation Objectives. Renewable Energy Improvements are limited to those that service Improvements, activities, or uses only within the Property. All surface area disturbed for this purpose shall be restored to its pre-disturbance state to the greatest extent practical. Extraction Improvements are not permitted on the Property.
- (vii) Subject to Review, Improvements for generating and transmitting Renewable Energy (other than what is permitted in clause (vi) above) that Holder and County, without any obligation to do so, determine are consistent with maintenance or attainment of Conservation Objectives.
- (viii) Subject to Review, Access Drives and Utility Improvements to service Improvements within the Property but only if there is no other reasonably feasible means to provide access and utility services to the Property.
- (ix) Subject to Review, Agricultural Improvements, but in no event shall an indoor riding ring or arena be permitted in Protection Area A.
- (x) Irrigation Facilities for crops grown within the Property, from pond water or other sources.
- (xi) Site Improvements reasonably required for activities and uses permitted within Protection Area A and underground sewage disposal and treatment facilities to serve Improvements within any Protection Area B.
- (xii) Subject to Review, roofed shelters for outdoor picnicking and similar outdoor recreation uses provided they are open, without walls, on at least three sides (but insect screens shall not be considered walls for the purposes of this description). Owner may construct picnic tables and benches, charcoal cooking grills, fire pits or rings, and similar Structures commonly associated with outdoor picnicking and similar outdoor recreation.
- (xiii) (i) Subject to Review by Holder, County, and Township, one cellular radio communication or similar facility within Protection Area A of either



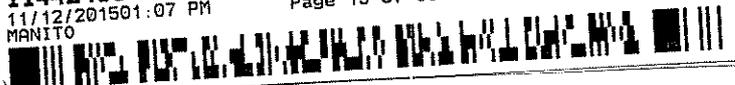
Lot 2 or 3 for the transmission of wireless sound, picture, or content if attached to the electricity transmission structures now located on the Property, or on an Improvement otherwise permitted by this Grant, but not on or by means of any free-standing tower or structures unless Holder, County, and Township, without any obligation to do so, approve after Review, having assured themselves that such freestanding tower or structure would not adversely impact the scenic or other Conservation Values, Conservation Purposes or Conservation Objectives. If such a facility is so installed, it shall be limited to an amount of impervious coverage not to exceed 4,500 square feet and to the extent required by the County, that ground surface and facility thereupon shall be excluded from the County Program Area by means of an Amendment to the Legal Description (Exhibit "A") and Conservation Plan (Exhibit "B"), executed by all parties to this Grant and recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania.

(xiv) Ponds, subject to Review.

(d) Limitations on Additional Improvements

Additional Improvements permitted within Protection Area A are further limited as follows:

- (i) The Height of Improvements must not exceed 35 feet; unless Holder, without any obligation to do so, and subject to Review and any other approval required in this Conservation Easement, grants an exception to such height limit for silos, Renewable Energy Improvements or cellular communications or similar facilities.
- (ii) Utility Improvements must be underground or, subject to Review, may be aboveground where not reasonably feasible to be installed underground.
- (iii) The following Utility Improvements are not permitted unless Holder and County, without any obligation to do so, approve after Review: (A) exterior storage tanks for petroleum or other hazardous or toxic substances (other than reasonable amounts of fuel for activities and uses within the Property permitted under this Grant); and (B) Utility Improvements servicing activities, uses, or Improvements not within the Property.
- (iv) Renewable Energy Improvements shall (i) not be constructed at any place on the Property that may obstruct or impair the scenic views of the Property from public roads, and (ii) if permitted, shall be subject to such landscaping and screening as Holder may require, after Review.



3.03 Permitted Within Protection Area B

The following Improvements are permitted within the four (4) areas designated as a Protection Area B (or, specifically, Protection Area B-1, Protection Area B-2, Protection Area B-3 and Protection Area B-4 as stated below) on the plan attached to this Conservation Easement as Exhibit "B".

(a) **Permitted under Preceding Sections**

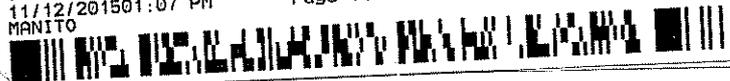
Any Improvement permitted under a preceding section of this Article is permitted.

(b) **Existing Improvements**

The following comprise the Existing Improvements located in Protection Area B, in addition to existing Utility Improvements and Access Drive(s), if any, all as more fully shown on Exhibit "B". These Existing Improvements may, except as otherwise provided below, be maintained, repaired and replaced in their respective existing locations. Existing Improvements may be expanded or relocated if the expanded or relocated Improvement complies with applicable municipal building regulations and with all requirements under this Grant applicable to Additional Improvements of the same type, except as hereinafter provided.

- (i) Protection Area B-1: There are no Existing Improvements in Protection Area B-1
- (ii) Protection Area B-2: The Existing Improvements in Protection Area B-2 consist of one (1) single family residence (known as the 1732 Richard White Farmhouse), stone patio, back stoop, three car garage, tractor and tool shed, pool and concrete deck, and wooden doghouse.
- (iii) Protection Area B-3: There are no Existing Improvements in Protection Area B-3
- (iv) Protection Area B-4: The Existing Improvements in Protection Area B-4 consist of a building that is a Detached Dwelling Unit (the 1875 Robert Kerr House), which constitutes the principal and primary residential structure in Protection Area B-4 (the "Kerr House"), a masonry stable with an Attached Dwelling Unit ("Stable"), a bank barn with an Attached Dwelling Unit ("Barn"), a caboose that is used as a Dwelling Unit ("Caboose"), and a carriage house Dwelling Unit with an attached garage ("Carriage House"), all as more fully shown on the plan attached as Exhibit "B".

(c) **Additional Improvements.**



The following Additional Improvements are permitted:

- (i) Within Protection Area B-1, the following:
 - (A) One (1) Detached Dwelling Unit;
 - (B) One (1) Attached Dwelling Unit, having no more than 1,250 square feet of net floor area;
 - (C) Improvements normally accessory to a Dwelling Unit including but not limited to a pool, pool house, tennis court, garage;
 - (D) Agricultural Improvements, including an outdoor riding ring, but not including an indoor riding ring.
- (ii) Within Protection Area B-2, the following:
 - (A) modification of existing structures to comply with health, safety, building, and fire regulations;
 - (B) general expansion of the existing structures;
 - (C) One (1) Attached Dwelling Unit of not more than 1,250 square feet of net floor area;
 - (D) One (1) secondary Detached Dwelling Unit (in addition to the Richard White Farmhouse and permitted Attached Dwelling Unit aforesaid) having no more than 1,500 square feet of Impervious Coverage;
 - (E) Improvements normally accessory to a Dwelling Unit including but not limited to a pool, pool house, tennis court, garage;
 - (F) Agricultural Improvements, which may include one (1) Indoor riding ring limited to 20,000 square feet of Impervious Coverage.
- (iii) Within Protection Area B-3, the following:
 - (A) One (1) Detached Dwelling Unit;
 - (B) One (1) Attached Dwelling Unit of not more than 1,250 square feet of net floor area;
 - (C) Improvements normally accessory to a Dwelling Unit including but not limited to a pool, pool house, tennis court, garage, and barn; and a recreational tree house in the woods.
- (iv) Within Protection Area B-4, the following:



- (A) modification of existing structures to comply with health, safety, building and fire regulations.
- (B) Improvements normally accessory to a Dwelling Unit including, but not limited to, a pool and pool house.
- (C) .Subject to the condition that the number of Dwelling Units in Protection Area B-4 are reduced to a total of three (3) Dwelling Units at or before the time any of the following takes place, any of the following:
 - (1) expansion of the Kerr House for continued use as a principal Dwelling Unit by more than five hundred (500) square feet of net floor area;
 - (2) Adaptive re-use of the Kerr House to a use other than as a Dwelling Unit in compliance with applicable laws and ordinances
 - (3) The Stable or Barn may be renovated and converted into a Detached Dwelling Unit;
 - (4) Construction of a new free-standing garage.
- (v) In any Protection Area B, Site Improvements servicing activities, uses or Improvements permitted within the Property.
- (vi) In any Protection Area B, fences, storage tanks, and other Site Improvements remain limited as set forth for Protection Area A, but Regulatory Signs are not so limited except if visible from a public road.
- (vii) Extraction Improvements are not permitted on the Property.
- (d) Limitations on Additional Improvements; Impervious Coverage Limits**

Improvements permitted within Protection Area B are further limited as follows.

- (i) Additional Improvements are subject to a Height limitation of thirty-five (35) feet; unless Holder, without any obligation to do so, and subject to Review and any other approval required in this Conservation Easement, grants an exception to such height limit for silos, Renewable Energy Improvements or cellular communications or similar facilities.
- (ii) The aggregate Impervious Coverage of all Improvements, including Existing Improvements (if any) and Additional Improvements, within the Lot within which Protection Area B-1 is located shall not exceed 25,000 square feet.



- (iii) The aggregate Impervious Coverage of all Improvements, including Existing Improvements and Additional Improvements, within the Lot within which Protection Area B-2 is located shall not exceed 40,000 square feet (excluding the permitted indoor riding ring).
- (iv) The aggregate Impervious Coverage of all Improvements, including Existing Improvements (if any) and Additional Improvements, within the Lot within which Protection Area B-3 is located shall not exceed 20,000 square feet.
- (v) The aggregate Impervious Coverage of all Improvements, including Existing Improvements and Additional Improvements, within the Lot within which Protection Area B-4 is located shall not exceed 17,500 square feet.

3.04 Trail Area

Permitted Improvements and uses within the Trail Area are set forth in Article V below.

ARTICLE IV. ACTIVITIES; USES; DISTURBANCE OF RESOURCES

4.01 Prohibition

The application of sanitary sewage effluent generated off the Property by spray irrigation, drip irrigation, or any other delivery mechanism is specifically prohibited. Further, activities and uses are limited to those permitted below in this Article and provided in any case that the intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives.

4.02 Density Issues under Applicable Law

(a) Promoting Development outside the Property

Land preserved through this Grant shall not be available to count toward satisfying any open space or preserved land requirements as stipulated under applicable municipal land use laws, ordinances, or codes. Furthermore, neither the Property nor this Grant may be used under Applicable Law to increase density or intensity of use or otherwise promote the development of other lands outside the Property.

(b) Transferable Development Rights

Owners may not transfer for use outside the Property (whether or not for compensation) any development rights allocated to the Property under Applicable Law.

4.03 Permitted Within Protection Area A



The following activities and uses are permitted within Protection Area A:

(a) Existing Agreements

Activities, uses and Construction that Owners are required to allow under Existing Agreements.

(b) Disturbance of Resources

- (i) Cutting trees, Construction or other disturbance of resources, including removal of Invasive Species, to the extent reasonably prudent to remove, mitigate or warn against an unreasonable risk of harm to Persons, property or health of Native Species on or about the Property. Owners must take such steps as are reasonable under the circumstances to consult with Holder prior to taking actions that, but for this provision, would not be permitted or would be permitted only after Review.
- (ii) Planting a diversity of Native Species of trees, shrubs and herbaceous plant materials in accordance with Best Management Practices.
- (iii) Removal and disturbance of soil, rock and vegetative resources to the extent reasonably necessary to accommodate Construction of and maintain access to Improvements within Protection Area A with restoration as soon as reasonably feasible (but no later than 12 months after the time of disturbance) by replanting with a diversity of Native Species of trees, shrubs and herbaceous plant materials in accordance with Best Management Practices.
- (iv) Vehicular use in connection with and consistent with other uses permitted in Protection Area A .
- (v) Subject to Review, removal of vegetation to accommodate replanting with a diversity of Native Species of trees, shrubs and herbaceous plant materials; except that removal of nonnative invasive vegetation shall not be subject to Review.
- (vi) Except within Wet Areas, Sustainable Forestry using a Selective System in accordance with a Resource Management Plan approved by Holder after Review.
- (vii) Except within Wet Areas, cutting or removing trees, standing or fallen, but only if the aggregate inside bark diameter of stumps (one foot above ground on the uphill side) does not exceed 200 inches per year and only for use within the Property.



- (viii) Generation of Renewable Energy and transmission of such energy if and to the extent Improvements for that purpose are permitted under Article III.
- (ix) Subject to Review, removal or impoundment of water for activities and uses permitted in Protection Area A, but not for sale or transfer outside the Property.
- (x) Removal of vegetation and other Construction activities reasonably required to accommodate Improvements permitted within Protection Area A.
- (xi) Mowing, planting, and maintenance of lawn, garden, and landscaped areas.
- (xii) Subject to Review, other resource management activities that Holder, without any obligation to do so, determines are consistent with maintenance or attainment of Conservation Objectives and are conducted in accordance with the Resource Management Plan approved for that activity.

(c) Release and Disposal

- (i) Application of substances (other than manure) to promote health and growth of vegetation in accordance with manufacturer's recommendations and Applicable Law. (These permitted substances do not include sludge, biosolids, septic system effluent, spray or drip irrigation effluent, and related substances.) Within Wet Areas, only substances approved for aquatic use are permitted.
- (ii) Piling and burning of brush and other vegetation to the extent reasonably necessary to accommodate activities or uses permitted within Protection Area A.
- (iii) Piling and composting of biodegradable materials originating from the Property in furtherance of Agricultural Uses within the Property permitted under this Article. Manure piles must be located so as not to create run-off into Wet Areas and must be stored in a manner that will prevent excessive infiltration.
- (iv) Subject to Review, disposal of sanitary sewage effluent from Improvements permitted within the Property.
- (v) Subject to Review, other activities involving application of substances, piling of materials and similar activities in accordance with a Resource Management Plan approved for that activity.



(d) Other Activities

Activities that do not require Improvements other than trails and do not materially and adversely affect maintenance or attainment of Conservation Objectives such as the following: (i) walking, horseback riding on trails, cross-country skiing on trails, nature study, bird watching, fishing, and hunting and (ii) educational or scientific activities consistent with and in furtherance of the Conservation Objectives.

(e) Agricultural Uses

Sustainable Agricultural uses and activities that maintain continuous vegetative cover and, if conducted in accordance with a current Soil Conservation Plan that meets Pennsylvania's Code, Chapters 102 and 91, and is approved by a Natural Resources Conservation Service certified plan writer, furnished to Holder, Sustainable Agricultural uses that do not maintain continuous vegetative cover. In either case, the limitations set forth below apply:

- (i) Within Wet Areas, grazing is permitted only if Holder approves after Review.
- (ii) Within Steep Slope Areas, if conducted in accordance with a current Soil Conservation Plan that meets Pennsylvania's Code, Chapters 102 and 91, and is approved by a Natural Resources Conservation Service certified plan writer, furnished to holder, implementing measures to minimize adverse effects on natural resources, such as a conservation tillage system, contour farming, or cross slope farming.
- (iii) Agricultural uses that involve removal of soil from the Property (such as sod farming and ball-and-burlap nursery uses) are permitted only if conducted in accordance with a current Soil Conservation Plan that meets Pennsylvania's Code, Chapters 102 and 91, and is approved by a Natural Resources Conservation Service certified plan writer, furnished to Holder or a Resource Management Plan approved by Holder after Review that provides for, among other features, a soil replenishment program that will qualify the activity as a Sustainable Agricultural use.
- (iv) Woodland Areas may not be used for or converted to Agricultural uses unless Holder, without any obligation to do so, approves after Review.

(f) Forestry Uses

Sustainable Forestry in accordance with a Resource Management Plan approved after Review.

(g) Non-Commercial Recreation Activities



Non-commercial recreational and open-space activities and uses that (i) do not require Improvements other than those otherwise permitted within Protection Area A; (ii) do not materially and adversely affect scenic views and other values described in the Conservation Objectives; and (iii) do not require motorized vehicular use other than for resource management purposes.

4.04 Permitted Within Protection Area B

The following activities and uses are permitted within Protection Area B:

(a) Permitted under Preceding Sections

Activities and uses permitted under preceding sections of this Article are permitted within Protection Area B.

(b) Disturbance of Resources

Disturbance of resources within Protection Area B is permitted for purposes reasonably related to activities or uses permitted within Protection Area B. Introduction of Invasive Species remains prohibited.

(c) Release and Disposal

- (i) Disposal of sanitary sewage effluent from Improvements permitted within the Property.
- (ii) Other piling of materials and non-containerized disposal of substances and materials but only if such disposal is permitted under Applicable Law; does not directly or indirectly create run-off or leaching outside Protection Area B; and does not adversely affect Conservation Objectives applicable to Protection Area B including those pertaining to scenic views.

(d) Residential and Other Uses

- (i) Human habitation is permitted within any permitted Dwelling Unit only.
- (ii) Any occupation, activity or use, including customary home occupations, bed and breakfast lodging, commercial operations or adaptive reuse of historic buildings, that is permitted by Township ordinance as enforced or applied by the Township.

ARTICLE V. RIGHTS AND DUTIES OF HOLDER AND BENEFICIARIES

5.01 Grant to Holder

(a) Grant in Perpetuity



By signing this Grant and unconditionally delivering it to Holder, the undersigned Owner or Owners, intending to be legally bound, grant and convey to Holder a Conservation Easement over the Property in perpetuity for the purpose of advancing the Conservation Objectives and administering and enforcing the restrictions and limitations set forth in Articles II, III, and IV in furtherance of the Conservation Objectives.

(b) Superior to all Liens

The undersigned Owner or Owners warrant to Holder that the Property is, as of the Easement Date, free and clear of all Liens, or, if it is not, that Owners have obtained and recorded in the Public Records and attached to this document as an Exhibit the legally binding subordination of any Liens affecting the Property as of the Easement Date.

5.02 Rights and Duties of Holder

The items set forth below are both rights and duties vested in the Holder by this Grant.

(a) Enforcement

To enter the Property to investigate a suspected, alleged or threatened violation and, if found, to enforce the terms of this Grant by exercising Holders remedies in Article VI.

(b) Inspection

To enter and inspect the Property for compliance with the requirements of this Grant upon reasonable notice, in a reasonable manner, and at reasonable times.

(c) Review

To exercise rights of Review in accordance with the requirements of this Article.

(d) Interpretation

To interpret the terms of this Grant and, at the request of Owners, furnish Holder's explanation of the application of such terms to then-existing, proposed, or reasonably foreseeable conditions within the Property

(e) Limitations on Inspection, Monitoring and Enforcement.

Notwithstanding the preceding provisions of this Section 5.02, Holder shall not have any obligation or duty to inspect for, monitor compliance with or enforce the following restrictions and provisions of this Grant: (i) the limitations on Vehicular use in Section 4.03(a)(iv), (ii) the occupancy restrictions contained in the definition of Attached Dwelling Unit, and (iii) the ownership, operation,



condition or use of the Trail Area, nor the enforcement of any of the limitations or obligations in Section 5.07, all of which are assumed and performed by the Township.

5.03 Other Rights of Holder

The items set forth below are also rights vested in Holder by this Grant; however Holder, in its discretion, may or may not exercise them:

(a) **Amendment**

To enter into an Amendment with Owners if Holder determines that (i) the Amendment is consistent with and in furtherance of the Conservation Objectives; (ii) the Amendment is not likely to result in any overall negative effect on natural resources intended to be protected under the Conservation Objectives; (iii) the Amendment will result overall in an increase in the conservation benefit of this Conservation Easement; and (iv) the Amendment will not result in any private benefit prohibited under the Code.

(b) **Signs**

To install one or more signs within the Property identifying the interest of Holder or one or more Beneficiaries in the Conservation Easement. Any signs installed by Holder or Beneficiaries do not reduce the number or size of signs permitted to Owners under Article III. Signs are to be of the customary size installed by Holder or Beneficiary, as the case may be, and must be installed in locations readable from the public right-of-way and otherwise reasonably acceptable to Owners.

(c) **Proceedings**

To assert a claim, defend or intervene in, or appeal, any proceeding under Applicable Law that (i) pertains to the impairment of Conservation Objectives; or (ii) may result in a transfer, Improvement or use that violates the terms of this Grant.

5.04 Review

The following provisions are incorporated into any provision of this Conservation Easement that is subject to Review:

(a) **Notice to Holder**

At least thirty (30) days before Owners begin or allow any Construction, activity or use that is subject to Review, Owners must notify Holders of the change including with the notice such information as is reasonably sufficient to comply



with Review Requirements and otherwise describe the change and its potential impact on natural resources within the Property. ("Owners' Notice")

(b) Notice to Owners

Within thirty (30) days after receipt of Owners' Notice, Holder must notify Owners of Holder's determination to (i) accept Owners' proposal in whole or in part; (ii) reject Owners' proposal in whole or in part; (iii) accept Owners' proposal conditioned upon compliance with conditions imposed by Holder; or (iv) reject Owners' Notice for insufficiency of information on which to base a determination. If Holder gives conditional acceptance under clause (iii), commencement of the proposed Improvement, activity, use or Construction constitutes acceptance by Owners of all conditions set forth in Holder's notice.

(c) Failure to Notify

If Holder fails to notify Owners as required in the preceding subsection, Owner may give Holder a further notice complying with this Section (a "Second Owner's Notice"), which Second Owner's Notice shall also be simultaneously sent to the Township. If Holder (or Township) fails to notify Owners of acceptance, rejection, or conditional acceptance of Owner's proposal within thirty (30) days after receipt of the Second Owner's Notice, then the proposal set forth in Owners' Notice is deemed approved, but only if and to the extent that the use or Construction set forth in such proposal would not result in a violation of any express, objective restriction set forth in this Grant (e.g., by causing the size of any Improvement to exceed that permitted hereby, causing the maximum allowable Impervious Coverage to be exceeded, or by violating provisions relating to the permitted type or number of Dwelling Units on any portion of the Property).

(d) Standard of Review

- (i) The phrase "unless Holder, without any obligation to do so," in relation to an approval or determination by Holder, means that, in that particular case, Holder's approval is wholly discretionary and may be given or withheld for any reason or no reason.
- (ii) In all other cases, Holder's approval is not to be unreasonably withheld. It is not unreasonable for Holder to disapprove a proposal that may adversely affect natural resources described in the Conservation Objectives or that is otherwise inconsistent with maintenance or attainment of Conservation Objectives.

5.05 Reimbursement

Owners must reimburse Holder for the costs and expenses of Holder reasonably incurred in the course of performing its duties with respect to this Grant, including but not limited to the



cost of services required to measure and calculate Impervious Coverage, but not including the cost of Holder's staff in the ordinary course of monitoring this Conservation Easement. These costs and expenses include the allocated costs of employees of Holder.

5.06 Other Beneficiaries

Owners and Holder grant and convey to the Beneficiaries the following rights and benefits with respect to this Grant:

(a) Township

Owners and Holder grant to the Township the following rights and benefits with respect to this Grant:

- (i) The right to exercise Holder's rights and duties under this Grant should Holder fail to uphold and enforce in perpetuity the restrictions under this Grant unless Holder concludes and communicates to Township in writing that, in its reasonable judgment, either (A) no enforcement is necessary due to the absence of violation of this Conservation Easement or (B) a remedy by Owner for violation has been approved by Holder (after consultation with Township).
- (ii) The right to receive from Holder a true and correct copy of any Owner's request for Review under Article V of this Grant within fifteen (15) days after Holder's receipt thereof, and the right of prior consultation with Holder in connection with any such request for Review.
- (iii) The right to receive, and respond to, any Second Owner's Notice, as fully as Holder could do.
- (iv) A right of prior written approval of any Amendment of this Grant, or Holder's grant of any Waiver.
- (v) A right of consultation with Holder regarding the means and manner of enforcing, or addressing any violation of, this Grant.
- (vi) A right of prior notification of any transfer of Holder's rights under this Grant.
- (vii) The right to enter and inspect the Property for compliance with the requirements of this Grant upon reasonable notice, in a reasonable manner, and at reasonable times. Prior notice of entry is not required to investigate a suspected, alleged, or threatened violation, or if a violation has occurred.
- (viii) The right to enforce and bring any proceedings for the enforcement of this Grant that is not the obligation of Holder pursuant to Section 5.02(e) hereof, and in connection with such matters all rights and remedies conferred on Holder by this Grant, or otherwise available at law or in



equity, to enforce such provisions of this Grant may be exercised and instituted by Township without any requirement that Holder have refused to enforce such provisions and without having to comply with the conditions set forth in subparagraph (i) of this Section 5.06(a).

(b) County Program

Owners and Holder grant to the County the following rights and benefits with respect to this Grant:

- (i) The right to exercise Holder's rights and duties under this Grant should Holder fail to uphold and enforce in perpetuity the restrictions under this Grant.
- (ii) The right to enter and inspect the Property for compliance with the requirements of this Grant upon reasonable notice, in a reasonable manner, and at reasonable times. Prior notice of entry is not required to investigate a suspected, alleged, or threatened violation, or if a violation has occurred.
- (iii) The right to compel transfer of Holder's rights and duties under this Grant to another Qualified Organization should Holder fail to uphold and enforce in perpetuity the restrictions applicable to the County Program Area under this Grant.
- (iv) The right of prior consultation with Holder when Owners request Review under Article V.
- (v) The right of prior approval of any Amendment of this Conservation Easement to determine whether the Amendment permits uses of the County Program Area not permitted under the County Program.
- (vi) The right of prior notification of any transfer of Holder's rights under this Grant to a Qualified Organization with respect to the County Program Area.
- (vii) A permanent right of access and right-of-way over, under, and across the Trail Area subject to the limitations in 5.07 and the Trail Easement.

5.07 Grant of Public Access

(a) Grant of Public Access

Owners have simultaneously with this Grant executed and delivered to Township that certain Trail Easement Agreement (as amended from time to time by the Owner(s) and the Township, the "Trail Easement") granting to Township, in perpetuity, the right to lay out, construct, install and improve a Public Trail within the Trail Area for the purposes set forth in the Trail Easement. Any use or



improvement of the Trail Area permitted by the Trail Easement shall be permitted by this Grant. Holder shall have no responsibility for the ownership, operation, condition or use of the Trail Area, nor for the enforcement of any of the limitations or obligations in this Section 5.07, all of which shall be assumed and performed by the Township..

(b) Purposes of Trail Easement

The purposes of the Trail Easement are as follows:

- (i) The right to make the Trail Area available to the general public for walking and jogging and other uses permitted by the Trail Easement within the Public Trail.
- (ii) For the installation and maintenance of the Public Trail and structures and improvements used in connection with the Public Trail, such as benches, footbridges, culverts, and erosion control Best Management Practices.
- (iii) For the posting of Regulatory Signs with respect to the use of the Trail Area.
- (iv) Public use of the Trail Area will be limited to the established Public Trail and subject to additional limitations established by the Township, including but not limited to the following:
 - (A) Motorized vehicles are prohibited except in the case of emergency or in connection with the construction, maintenance, or patrol of the Trail Area, or by persons with mobility impairments who use wheelchairs or power-driven mobility devices.
 - (B) Access is limited to the hours between sunrise and sunset.
 - (C) Trapping, hunting, illegal activities of any kind, riding a horse or other animal, , walking with dogs unless kept under control of a person by leash, camping, fires, picnicking, depositing trash or offensive materials, smoking of any substance, and use of alcoholic beverages are all prohibited except with permission of the Owners.
 - (D) Subject to Review by Holder and Beneficiary, other reasonable limitations upon the public's time, place and manner of use.
 - (E) The Public Trail may be closed from time to time for public safety reasons in accordance with a schedule approved by the Township after Review so as to reasonably accommodate hunting, forestry of other activities within the Property.

5.08 Rights of Owners



(a) Consistent with Easement Objectives

Owners may continue to use the Trail Area in accordance with the terms of this Conservation Easement so long as Owners' use is consistent with the rights granted in this Article and the Trail Easement and does not prevent or impair access to the Trail Area for the purposes described above and in the Trail Easement. Owners may at any time request from Township clarification of activities and uses that conform to this standard.

(b) Not Consistent with Conservation Objectives

Owners' retained rights to use the Trail Area are subject to the following limitations unless Holder and the Beneficiaries (without any obligation to do so) notify Owners of their approval:

- (i) Owners may not change topography or remove or disturb soil, rock or vegetative resources that, individually or in the aggregate, results in the impairment of Conservation Objectives within the Trail Area; however, Owners may remove Invasive Species and cut trees or otherwise disturb resources to the extent reasonably prudent to remove or mitigate against an unreasonable risk of harm to persons or property on or about the Trail Area. By exercising such right Owners do not assume any responsibility to inspect the Trail Area or otherwise take responsibility for the safety of any persons entering the Trail Area.
- (ii) Owners may not permit or install permanent structures or improvements, including fencing, within the Trail Area other than the following:
 - (A) Improvements existing on the Easement Date in their existing locations as shown on the Conservation Plan.
 - (B) Subject to Review, Utility Improvement to serve the Property, but only if there is no other reasonably feasible means to provide utility services to the Property.
- (iii) Owners may not use the Trail Area for Agricultural uses.
- (iv) No timber harvest in the Trail Area is permitted by Owner.
- (v) No dumping or placement of ashes, trash, garbage, sewage, manure or other offensive material is permitted by Owner within the Trail Area.
- (vi) Owners may not install the related rights-of-way for easements of ingress or egress, driveways, roads, utility lines, or other easements into, on, over, under, or across the Trail Area in a fashion that interferes with the permitted or required uses and purposes of the Trail Area.

(c) Right to Exclude



Owners retain the right to take any action permitted under Applicable Law to remove from the Property (including the Trail Area) Persons engaged in activities or uses other than those set forth as purposes of the Trail Easement set forth above and in the Trail Easement.

5.09 No Charge for Access

No Person is permitted to charge a fee for access to or use of the Trail Area or Public Trail nor shall membership in any organization be a prerequisite for access.

5.10 Immunity under Applicable Law

Nothing in this Agreement limits the ability of Owners, Holder, or the Beneficiaries to avail itself of the protections offered by any applicable law affording immunity to Owners, Holder or any Beneficiary including, to the extent applicable, the Recreational Use of Land and Water Act, Act of February 2, 1966, P.L. (1965) 1860, No. 586, as amended, 68 P.S. §477-1 et seq. (as may be amended from time to time).

5.11 Public Access Claims; Owner Responsibility Claims

If a claim for any Loss for personal injury, property damage, or civil rights violations occurring within the Trail Area after the Easement Date (a "Public Access Claim") is asserted against the Owners, the Holder, the Beneficiaries, or any of them, it is anticipated that they will assert such defenses as are available to them under Applicable Law. The phrase "Public Access Claim" excludes all claims (collectively, "Owner Responsibility Claims") for Losses and Litigation Expenses arising from, relating to or associated with (i) personal injury or property damage occurring prior to the Easement Date; (ii) Improvements other than those (if any) installed by Holder, Township, or County; or (iii) activities or uses engaged in by Owners, their family members, contractors, agents, employees, tenants and invitees or anyone else entering the Property (including the Trail Area) by, through or under the express or implied invitation of any of the foregoing.

5.12 Indemnity

If immunity from any Public Access Claim is for any reason unavailable to Owners or Beneficiaries, Holder agrees to indemnify, defend and hold Owners and Beneficiaries harmless from any Loss or Litigation Expense if and to the extent arising from a Public Access Claim. Owners agree to indemnify, defend and hold the Holder and Beneficiaries harmless from any Loss or Litigation Expense if and to the extent arising from an Owner Responsibility Claim.

ARTICLE VI. VIOLATION; REMEDIES

6.01 Breach of Duty

If Holder fails to enforce the terms of this Grant, or ceases to qualify as a Qualified Organization, then the Conservation Easement may be transferred to another Qualified Organization by a court of competent jurisdiction.



6.02 Violation

If Holder determines that the terms of this Grant are being or have been violated or that a violation is threatened or imminent then the provisions of this section will apply:

(a) Notice

Holder must notify Owners of the violation. Holder's notice may include its recommendations of measures to be taken by Owners to cure the violation and restore features of the Property damaged or altered as a result of the violation.

(b) Opportunity to Cure

Owners' cure period expires thirty (30) days after the date of receipt of Holder's notice to Owners subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:

- (i) Owners cease the activity constituting the violation promptly upon receipt of Holder's notice;
- (ii) Owners and Holder agree, within the initial thirty (30) day period, upon the measures Owners will take to cure the violation;
- (iii) Owners commence to cure within the initial thirty (30) day period; and
- (iv) Owners continue thereafter to use best efforts and due diligence to complete the agreed upon cure.

No notice period need be allowed to Owner if receipt of Holder's notice is refused by Owner or frustrated by Holder's inability to ascertain the address to which the notice can be sent.

(c) Imminent Harm

Where Holder is entering the Property to investigate a suspected, alleged, or threatened violation, or if a violation has occurred, reasonable notice will be deemed to have been given if Holder attempts to contact Owners through telephone message or by e-mail message, or by any similar communication technology as may evolve over time, rather than through the methods outlined in Section 7.01(a). If Owner has not provided the Holder with the Owner's current email address or current phone number (or other similar contact information), then no notice of entry is required by Holder to investigate a suspected, alleged, or threatened violation. Notwithstanding the above, no notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to any natural resource or other feature of the Property described in the Conservation Objectives.



6.03 Remedies

Upon expiration of the cure period (if any) described in the preceding section, Holder may do any one or more of the following:

(a) **Injunctive Relief**

Seek injunctive relief to specifically enforce the terms of this Grant; to restrain present or future violations of the terms of this Grant; and/or to compel restoration of resources destroyed or altered as a result of the violation.

(b) **Civil Action**

Recover from Persons responsible for the violation (including Owner) all sums owing to Holder under applicable provisions of this Grant together with interest thereon from the date due at the Default Rate. These monetary obligations include, among others, Losses and Litigation Expenses.

(c) **Self-Help**

Enter the Property to prevent or mitigate further damage to or alteration of natural resources of the Property identified in the Conservation Objectives.

6.04 Modification or Termination

If the Conservation Easement is or is about to be modified or terminated by exercise of the power of eminent domain (condemnation) or adjudication of a court of competent jurisdiction sought by a Person other than Holder the following provisions apply:

(a) **Compensatory Damages**

Holder is entitled to collect from the Person seeking the modification or termination, compensatory damages in an amount equal to the increase in Market Value of the Property resulting from the modification or termination plus reimbursement of Litigation Expenses as if a violation had occurred.

(b) **Restitution**

Holder or any Beneficiary is entitled to recover from the Person seeking the modification or termination, (i) restitution of amounts paid for this Grant (if any) and any other sums invested in the Property for the benefit of the public as a result of rights vested by this Grant plus (ii) reimbursement of Litigation Expenses as if a violation has occurred.

6.05 Remedies Cumulative

The description of Holder's remedies in this Article does not preclude Holder from exercising any other right or remedy that may at any time be available to Holder under this



Article or Applicable Law. If Holder chooses to exercise one remedy, Holder may nevertheless choose to exercise any one or more of the other rights or remedies available to Holder at the same time or at any other time.

6.06 No Waiver

If Holder does not exercise any right or remedy when it is available to Holder, that is not to be interpreted as a waiver of any non-compliance with the terms of this Grant or a waiver of Holder's rights to exercise its rights or remedies at another time.

6.07 No Fault of Owners

Holder will waive its right to reimbursement under this Article as to Owners (but not other Persons who may be responsible for the violation) if Holder is reasonably satisfied that the violation was not the fault of Owners and could not have been anticipated or prevented by Owners by reasonable means.

6.08 Multiple Owners; Multiple Lots

If different Owners own Lots within the Property, only the Owners of the Lot in violation will be held responsible for the violation.

6.09 Multiple Owners; Single Lot

If more than one Owner owns the Lot in violation of the terms of this Grant, the Owners of the Lot in violation are jointly and severally liable for the violation regardless of the form of ownership.

6.10 No Third Party Rights of Enforcement

This Conservation Easement may only be enforced by Owner, Holder, Township, or County (to the extent and manner described in Section 5.06.(b)) and no third party beneficiary rights, rights of enforcement or other rights are created or intended to be created or granted by this Conservation Easement in or to any other person or entity, any person or entity that was once an "Owner" but is no longer an owner of the Property, the public generally or any governmental authority except to the limited extent necessary to undertake an action under Section 5.2 or as required by statute (and only to the extent such statute cannot be waived by agreement of Holder and Owner).

6.11 Reimbursement of Expenses of Litigation

Owner acknowledges that for the fulfillment of Owner's purposes and intentions for this Conservation Easement, Owner requires Holder to accept perpetual obligations for the interpretation and enforcement of this Conservation Easement and that, pursuant to 26 CFR § 1.170A-14(c), Holder must maintain its reserve capacity to enforce this Conservation Easement. It is therefore agreed that, should Owner or anyone acting by, through, under or on behalf of Owner, commence litigation against Holder to enforce any rights hereunder or to dispute any

actions or inaction of Holder, to enforce any alleged duty or obligation of Holder hereunder or to seek damages or specific performance against Holder then unless Holder is finally determined by a court of competent jurisdiction, beyond right of appeal, to have acted contrary to the terms of this Conservation Easement and to have failed to exercise reasonable judgment taking into account the Conservation Purposes, the Conservation Values and the circumstances of which Holder had actual knowledge at the relevant time, then Owner shall reimburse Holder on demand for all Litigation Expenses reasonably incurred by Holder in its defense in such litigation. Holder shall not be considered to have failed to exercise reasonable judgment as aforesaid solely based on the fact that Holder did not or does not prevail in legal proceedings or that Holder is determined to have adopted an interpretation of this Conservation Easement not accepted by the court.

6.12 Limitation of Certain Remedies of Owner

In consideration for Holder accepting the perpetual responsibility and obligation to review the proposed exercise of Reserved Rights by Owner, Owner hereby waives, for Owner, and Owner's heirs, successors, legal representatives, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Holder in any litigation or other legal action arising from a dispute over Holder's exercise of its rights, obligations or interpretations under Article 2, 3 or 4 and agrees that the sole remedy or legal right to seek redress arising from any decision of Holder pursuant to Article 2, 3 or 4 shall be to seek a declaratory judgment or other legal declaration by a court of competent jurisdiction as to the rights of Owner hereunder.

ARTICLE VII. MISCELLANEOUS

7.01 Notices

(a) Requirements

Each Person giving any notice pursuant to this Grant must give the notice in writing and must use one of the following methods of delivery:

- (i) personal delivery,
- (ii) certified mail, return receipt requested and postage prepaid,
- (iii) or nationally recognized overnight courier, with all fees prepaid.

(b) Address for Notices

Each Person giving a notice must address the notice to the appropriate Person at the receiving party at the address listed below or to another address designated by that Person by notice to the other Person:

If to Owners: 900 Copeland School Road
West Chester, PA 19380

If to Holder: Post Office Box 467



Chadds Ford, PA 19317

If to Township: 666 Copeland School Road
West Chester, Pennsylvania 19380

If to County: Chester County Preservation Partnership Program
Administrator
Open Space Preservation
601 Westtown Road, Suite 390
West Chester, PA 19380-0990

7.02 Governing Law

The laws of the Commonwealth of Pennsylvania govern this Grant.

7.03 Assignment and Transfer

Neither Owners nor Holder may assign or otherwise transfer any of their respective rights or duties under this Grant voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner except as permitted below. Any purported assignment or transfer in violation of this section is void.

(a) By Holder

Holder may assign its rights and duties under this Grant, either in whole or in part, but only to a Qualified Organization approved by the County that executes and records in the Public Records a written agreement assuming the obligations of Holder under this Grant. The assigning Holder must deliver the Baseline Documentation to the assignee Holder as of the date of the assignment. Holder must assign its rights and duties under this Grant to another Qualified Organization approved by County if Holder becomes the Owner of the Property.

(b) By Owners

This Grant is a servitude running with the land binding upon the undersigned Owners and, upon recordation in the Public Records, all subsequent Owners of the Property or any portion of the Property are bound by its terms whether or not the Owners had actual notice of this Grant and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Grant.

7.04 Burdens; Benefits; Exclusive to Holder

Subject to the restrictions on assignment and transfer set forth in the preceding section, this Grant binds and benefits Owners and Holder and their respective personal representatives, successors and assigns.

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Except for the rights of Beneficiaries (if any) under Article V, only the Holder has the right to enforce the terms of this Grant and exercise rights of Review, Waiver, Amendment, or other discretionary rights of Holder. Owners of Lots within the Property do not have the right to enforce the terms of this Grant against Owners of other Lots within the Property. Only the Owners of the Lot that is the subject of a request for Review, Waiver, Amendment, interpretation, or other decision by Holder have any right to notice of, or other participation in, such decision.

7.05 Requirements of Writing

No Amendment, Waiver, approval after Review, interpretation, or other decision by Holder is valid or effective unless it is in writing and signed by an authorized signatory for Holder. This requirement may not be changed by oral agreement. The grant of an Amendment or Waiver in any instance or with respect to any Lot does not imply that an Amendment or Waiver will be granted in any other instance.

7.06 Severability

If any provision of this Grant is determined to be invalid, illegal or unenforceable, the remaining provisions of this Grant remain valid, binding and enforceable. To the extent permitted by Applicable Law, the parties waive any provision of Applicable Law that renders any provision of this Grant invalid, illegal or unenforceable in any respect.

7.07 Counterparts

This Grant may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one document.

7.08 Indemnity

Except as otherwise provided by Article V, Owners must indemnify and defend the Indemnified Parties against all Losses and Litigation Expenses arising out of or relating to:

- (a) any breach or violation of this Grant or Applicable Law; and
- (b) damage to property or personal injury (including death) occurring on or about the Property if and to the extent not caused by the negligent or wrongful acts or omissions of an Indemnified Party.

7.09 Guides to Interpretation

(a) Captions

Except for the identification of defined terms in the Glossary, the descriptive headings of the articles, sections and subsections of this Grant are for convenience only and do not constitute a part of this Grant.

(b) Glossary



If any term defined in the Glossary is not used in this Grant, the defined term is to be disregarded as surplus material.

(c) Other Terms

- (i) The word “including” means “including but not limited to”.
- (ii) The word “must” is obligatory; the word “may” is permissive and does not imply any obligation.

(d) Conservation and Preservation Easements Act

This Grant is intended to be interpreted so as to convey to Holder and beneficiary all of the rights and privileges of a holder of a conservation easement under the Conservation Easements Act.

(e) Restatement (Third) of the Law of Property: Servitudes

This Grant is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation servitude under the Restatement (Third) of the Law of Property: Servitudes.

7.10 Entire Agreement

This document is the entire agreement of Owners, Holder and Beneficiaries (if any) pertaining to the subject matter of this Grant. The terms of this Grant supersede in full all statements and writings between Owners, Holder and others pertaining to the transaction set forth in this Grant.

7.11 Incorporation by Reference

Each exhibit attached to this Grant is incorporated into this Grant by this reference. The Baseline Documentation (whether or not attached to this Grant) is incorporated into this Grant by this reference.

7.12 Coal Rights Notice

The following notice is given to Owners solely for the purpose of compliance with the Conservation Easements Act:

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

7.13 Representations and Covenants

(a) Other Interests



There is no Person, other than the undersigned Owners, who have any ownership or leasehold interest in the Property;

(b) Information Provided

Any survey or environmental assessment of the Property in the possession of the undersigned Owners have been furnished to Holders; and

(c) Environmental

To the best of the undersigned Owners' knowledge, there are no hazardous or toxic wastes or debris, nor any underground storage tanks on or under the Property.

7.14 Transfer Fee.

In consideration of the perpetual obligations assumed by Holder in this Conservation Easement, the costs of which are unpredictable, including, but not necessarily limited to, the obligations to travel to and inspect the Property for compliance with this Conservation Easement, communicate with present and future owners and respond to questions and other matters, and maintain financial resources for the enforcement of compliance when necessary in fulfillment of Holder's obligation to be a Qualified Organization under 26 CFR §1.170A-14(c)(1), and in consideration of Owner's desire to support Holder in its charitable mission with respect to the Property and other properties in which Holder may have accepted conservation easement restrictions, Owner agrees for itself, Owner's heirs, successors and assigns, that there shall be paid to Holder the Transfer Payment (hereinafter defined) at the time of each Qualifying Transfer (hereinafter defined) in the manner set forth herein.

(a) The "Transfer Payment" shall be the amount equal to one percent (1.0%) of the Purchase Price (hereinafter defined) of the Property or part thereof, the improvements on the Property and all of the other land and improvements that are included in the Qualifying Transfer.

(b) A "Qualifying Transfer" shall mean the conveyance of legal title to the Property or any part thereof, the improvements on the Property, and any other land and improvements which are conveyed by the same deed of conveyance with which the Property or part thereof is conveyed; excluding, however, a conveyance of legal title of the Property or any part of the Property for no or nominal consideration (i.e., no cash, debt or exchange) from the Owner solely to a spouse, children or grandchildren of the Owner or to an entity the owners of which are only a spouse, child or grandchild of Owner or a trust the beneficiaries of which are only a spouse, child or grandchild of the Owner. A conveyance shall be treated as a Qualifying Transfer if Owner does not provide to Holder reasonable evidence, such as valid entity or trust formation documents, that the relationships establishing the exclusion exist.

(c) The "Purchase Price" shall be the sum of all of the following given in consideration for a Qualifying Transfer: (i) payment of money, (ii) transfer of real or personal property or other tangible consideration, (iii) purchase money indebtedness, and (iv) the assumption of indebtedness. Owner shall be obligated to provide to Holder a true and correct



copy of the agreement of sale pertaining to the Qualifying Transfer or other documents verifying the Purchase Price to the reasonable satisfaction of Holder.

(d) In the event of a Qualifying Transfer in which all or part of the consideration to seller is in the form of real or personal property rather than the payment of money, purchase money indebtedness or assumption of indebtedness, the Purchase Price shall include an amount equal to the fair market value of such real or personal property given in consideration for the Qualifying Transfer as determined by a qualified appraiser approved by Holder in its reasonable judgment. Appraisals used in the determination of the Purchase Price shall be based upon the guidelines and ethical standards of the Appraisal Institute, as then in effect, for the type of property involved. However, Owner and Holder may, if they so elect in their discretion, without obligation to do so, accept an alternate method of establishing the value of property including by contemporaneous agreement.

(e) Purchase Price shall not impute fair market value to that portion of a Qualifying Transfer that is a gift, devise, bequest or other transfer not involving consideration by the payment of money, transfer of real or personal property, purchase money indebtedness or assumption of indebtedness.

(f) The Transfer Payment shall not be applicable to a Qualifying Transfer into a corporation, limited liability company or general or limited partnership where the Owner that is the transferor receives all of the shares of the transferee entity as consideration and receives no other consideration.

(g) The obligation for payment of the Transfer Fee shall be binding upon the Owner that is the transferor in the Qualifying Transfer and the purchaser or grantee that is the transferee in the Qualifying Transfer, all of whom shall be jointly and severally liable for the payment of the Transfer Fee, and also shall be binding upon their respective heirs, successors and assigns, and shall run with the land until paid.

(h) The Transfer Payment shall be paid to Holder at or before the time of transfer of legal title as aforesaid. The amount of any Transfer Payment not paid in the amount and at the time required herein shall, (i) accrue interest payable to Holder in the amount of twelve percent (12%) per annum and (ii) constitute, together with the accrued interest, to the extent permitted by applicable law, a lien on the Property in favor of the Holder until paid in full, provided that such lien shall not be superior to any mortgage, deed of trust or other lien that was executed, recorded and otherwise validly established against the Property prior to the date of the Qualifying Transfer.

(i) Owner shall be liable for reasonable attorneys' fees and other costs of collection reasonably incurred by Holder in the enforcement of this Section.

(j) If and to the extent the law of the state in which the Property is located so requires in order to preserve the validity of this Section, it is agreed that the Transfer Payment shall not apply to any Qualifying Transfer that occurs after the lifetime plus twenty-one (21) years of any biological child of Andrew L Johnson, President of the North American Land Trust.



(k) Without limitation of any other provision of this Conservation Easement, neither the validity of this Section nor compliance with or enforcement of this Section shall have any bearing whatever on the validity or enforceability of any other provision of this Conservation Easement.

7.15 Municipal Ordinances and Approvals Not Superseded; No Implied Township Approval.

Nothing in this Conservation Easement shall be construed to supersede, or to be a waiver by the Township of the application of, any zoning, subdivision, land development or other ordinance applicable to the Property. Furthermore, nothing herein shall be construed as a waiver or modification of Owner's covenants, agreements and obligations undertaken in connection with Township's approval of the subdivision of the Property including those obligations, covenants and restrictions set forth in that certain Declaration of Covenants, Conditions and Restrictions In Regard to Conditions of Subdivision executed by Owners in favor of Township, and that certain Shared Private Road Maintenance Declaration executed by Owners, each of which has been executed by Owners on or before the date of this Grant and is intended to be recorded in the office of the Recorder of Deeds in and for Chester County, Pennsylvania, prior to the recording of this Grant, and each of which shall be controlling in the event of any conflict, inconsistency or discrepancy between the terms thereof and the terms of this Grant.

Without limiting any of the preceding, even though the Township is a party to and Beneficiary of this Grant, participated in the drafting of this Grant, and approved the terms of this Grant, neither (A) the fact that this Grant may permit or purport to permit an Improvement on or use of the Property, nor (B) Holder's approval of any use or Improvement pursuant to this Grant (even if such approval is granted after consultation with the Township) shall in any way constitute Township's approval of any use or Improvement that is not otherwise lawful or has not otherwise been approved pursuant to any applicable Township ordinance, code or decision, approval or other municipal action, nor shall any consent or acquiescence of the Township to any use or Improvement under this Grant constitute Township's approval thereof in its capacity as a second class township and municipal body charged with interpreting, applying and enforcing its ordinances and codes.

ARTICLE VIII. GLOSSARY

8.01 Access Drive(s)

Roads, drives, or lanes providing vehicular access and located within the Property.

8.02 Additional Improvements

All buildings, structures, facilities and other improvements within the Property, whether temporary or permanent, other than Existing Improvements.

8.03 Agricultural Improvements

Improvements used or usable in furtherance of Agricultural uses such as barn, stable, silo, spring house, green house, hoop house, riding arena (whether indoor or outdoor), horse walker, manure storage pit, storage buildings, feeding and irrigation facilities.

8.04 Agricultural or Agriculture

Any one or more of the following and the leasing of land for any of these purposes:

(a) Farming

- (i) Production of vegetables, fruits, seeds, mushrooms, nuts and nursery crops (including trees) for sale.
- (ii) Production of poultry, livestock and their products for sale.
- (iii) Production of field crops, hay or pasture.
- (iv) Production of sod to be removed and planted elsewhere.

(b) Equestrian

Boarding, stabling, raising, feeding, grazing, exercising, riding and training horses and instructing riders.

8.05 Amendment

An amendment, modification or supplement to this Grant signed by Owners, Holder, Township, and County and recorded in the Public Records. If such amendment, modification or supplement applies or relates solely to less than the entire Property or to less than all Protection Areas, then such amendment, modification or supplement shall not require the consent, approval or signature of the Owners of the Lot or Protection Area with respect to which this Grant is being modified, amended or supplemented.

8.06 Applicable Law

Any federal, state or local laws, statutes, codes, ordinances, standards and regulations applicable to the Property, the Conservation Easement, or this Grant as amended through the applicable date of reference. If this Grant is intended to meet the requirements of a qualified conservation contribution, then applicable provisions of the Code and the Regulations are also included in the defined term.

8.07 Attached Dwelling Unit

A Dwelling Unit that is attached to or located within another otherwise-permitted Improvement on a Lot; and subject to the further condition that any Attached Dwelling Unit now or hereafter located within Protection Areas B-1 and B-3 must be occupied, if at all, only



by (i) the owner(s) of the Lot on which such Attached Dwelling Unit is located, or one or more of the owners' relatives (related by blood or marriage) and including, for such purpose, adopted and step-children, grandchildren, nieces, nephews and other relations, (ii) service personnel serving such Owners or their relatives including nurses, personal care personnel, and the like, and (iii) persons who are bona fide employees of the owners of such Lot who perform substantial services in the maintenance of such Lot and the Improvements thereon or in the conduct and management of any permitted Agricultural or other activity conducted on such Lot.

8.08 Beneficiary

Any governmental entity or Qualified Organization that is specifically named as a Beneficiary of this Grant under Article I.

8.09 Best Management Practices

A series of guidelines or minimum standards (sometimes referred to as BMP's) recommended by federal, state and/or county resource management agencies for proper application of farming and forestry operations, non-point pollution of water resources and other disturbances of soil, water and vegetative resources and to protect wildlife habitats. Examples of resource management agencies issuing pertinent BMP's as of the Easement Date are: the Natural Resource Conservation Service of the United States Department of Agriculture (with respect to soil resources); the Pennsylvania Department of Environmental Protection (with respect to soil erosion, sedimentation and water resources); and the following sources of BMP's with respect to forest and woodland management: the Forest Stewardship Council principles and criteria, Sustainable Forestry Initiative standards, Forest Stewardship Plan requirements, American Tree Farm standards and Best Management Practices for Pennsylvania Forests.

8.10 Code

The Internal Revenue Code of 1986, as amended through the applicable date of reference.

8.11 Conservation Easement

This Grant of Conservation Easement also referred to herein as this Grant.

8.12 Conservation Easements Act

The Pennsylvania Conservation and Preservation Easements Act, the act of June 22, 2001 (P.L. 390, No. 29) (32 P.S. §§5051-5059) as amended through the applicable date of reference.

8.13 Construction

Any demolition, construction, reconstruction, expansion, exterior alteration, installation or erection of temporary or permanent Improvements; and, whether or not in connection with any of the foregoing, any excavation, dredging, mining, filling or removal of gravel, soil, rock, sand, coal, petroleum or other minerals.



8.14 Default Rate

An annual rate of interest equal at all times to four percent (4%) above the "prime rate" announced from time to time in The Wall Street Journal.

8.15 Detached Dwelling Unit

A Dwelling Unit that comprises and occupies all or substantially all of a building.

8.16 Dwelling Unit

Use or intended use of an Improvement or portion of an Improvement for human habitation. Existence of a separate kitchen accompanied by sleeping quarters is considered to constitute a separate Dwelling Unit.

8.17 Existing Agreements

Easements and other servitudes affecting the Property prior to the Easement Date that constitute legally binding servitudes prior in right to the Conservation Easement.

8.18 Existing Improvements

All buildings, structures, facilities, and other improvements, whether temporary or permanent, located on, above, or under the Property as of the Easement Date as identified in the Baseline Documentation.

8.19 Extraction Improvements

Wells, casements, impoundments and other Improvements for the exploration, extraction, collection, containment, transport and removal of oil or natural gas (regardless of source) from substrata beneath the surface of the Property. The term "Extraction Improvements" includes any Access Drive required for the Construction or operation of Extraction Improvements or the removal of oil or natural gas from the Property. Extraction Improvements (whether or not providing sources of power for the Property) are not included in the defined terms "Utility Improvements" and "Site Improvements".

8.20 Forestry

Planting, growing, nurturing, managing and harvesting trees whether for timber and other useful products or for water quality, wildlife habitat and other Conservation Objectives.

8.21 Height

The vertical elevation of an Improvement measured from the average exterior ground elevation of the Improvement to a point, if the Improvement is roofed, midway between the highest and lowest points of the roof excluding chimneys, cupolas, ventilation shafts,



weathervanes and similar protrusions or, if the Improvement is unroofed, the top of the Improvement.

8.22 Impervious Coverage

The aggregate area of all surfaces that are not capable of supporting vegetation within the applicable area of reference. Included in Impervious Coverage are the footprints (including roofs, decks, stairs and other extensions) of Improvements; paved or artificially covered surfaces such as crushed stone, gravel, concrete and asphalt; impounded water (such as a man-made pond); and compacted earth (such as an unpaved roadbed). Excluded from Impervious Coverage are Access Drives constructed in accordance with the requirements in this Conservation Easement, (whether or not paved), vehicle parking areas, access to permitted uses if located within a Protection Area B, running or non-impounded standing water (such as a naturally occurring lake); bedrock and naturally occurring stone and gravel; and earth (whether covered with vegetation or not) so long as it has not been compacted by non-naturally occurring forces.

8.23 Improvement

Any Existing Improvement or Additional Improvement.

8.24 Indemnified Parties

Holder, each Beneficiary (if any) and their respective members, directors, officers, employees and agents and the heirs, personal representatives, successors and assigns of each of them.

8.25 Invasive Species

A plant species that is (a) non-native (or alien) to the ecosystem under consideration; and (b) whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, publications such as "Plant Invaders of the Mid-Atlantic Natural Areas", by the National Park Service National Capital Region, Center for Urban Ecology and the U.S. Fish and Wildlife Service, Chesapeake Bay Field Office are to be used to identify Invasive Species.

8.26 Lien

Any mortgage, lien, or other encumbrance securing the payment of money.

8.27 Litigation Expense

Any court filing fee, court cost, arbitration fee or cost, witness fee and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Grant including in each case, attorneys' fees, other professionals' fees and disbursements.



8.28 Losses

Any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge other than a Litigation Expense.

8.29 Lot

A unit, lot or parcel of real property separated or transferable for separate ownership or lease under Applicable Law, approved by the Township and the Holder after Review.

8.30 Market Value

The fair value that a willing buyer, under no compulsion to buy, would pay to a willing seller, under no compulsion to sell as established by appraisal in accordance with the then-current edition of Uniform Standards of Professional Appraisal Practice issued by the Appraisal Foundation or, if applicable, a qualified appraisal in conformity with §1.170A-13 of the Regulations.

8.31 Native Species

A plant or animal indigenous to the locality under consideration. In cases of uncertainty, published atlases, particularly The Vascular Flora of Pennsylvania: Annotated Checklist and Atlas by Rhoads and Klein and Atlas of United States Trees, vols. 1 & 4 by Little are to be used to establish whether or not a species is native.

8.32 Net Floor Area

With reference to the size of a Dwelling, means the area, expressed in square feet, of the actual floor area within the perimeter walls that enclose the Dwelling, whether Attached or Detached, and each floor thereof, (i) without deduction for interior partitions, "dead space", utility rooms, closets or other spaces that are not living area, but (ii) excluding unfinished basements, crawl spaces and attics.

8.33 Owners

The undersigned Owner or Owners and all Persons after them who hold an interest in the Property.

8.34 Person

An individual, organization, trust, government, or other entity.

8.35 Protection Area B

A collective term for Protection Areas B-1, B-2, B-3 and B-4.

8.36 Public Records



The public records of the office for the recording of deeds in and for the county in which the Property is located.

8.37 Public Trail

The trail to be established within the Trail Area for the purpose described in Article V.

8.38 Qualified Organization

A governmental or non-profit entity that (a) has a perpetual existence; (b) is established as a public charity for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and other charitable, scientific and educational purposes; (c) meets the criteria of a qualified organization under the Regulations; and (d) is duly authorized to acquire and hold conservation easements under Applicable Law.

8.39 Regulations

The provisions of C.F.R. §1.170A-14, and any other regulations promulgated under the Code that pertain to qualified conservation contributions, as amended through the applicable date of reference.

8.40 Regulatory Signs

Signs (not exceeding two square feet each) to control access to the Property or for informational, directional or interpretive purposes.

8.41 Renewable Energy; Renewable Energy Improvement.

Energy that can be used without depleting its source such as solar, wind, geothermal, and movement of water (hydro-electrical and tidal).

“Renewable Energy Improvements” are those improvements or facilities that are constructed and used to generate Renewable Energy solely to serve Improvements that are permitted on the Property pursuant to this Grant; provided that in the case of incidental production of Renewable Energy in excess of that necessary to serve the Improvements on the Property (as distinguished from the over-design of the Renewable Energy Improvements to produce energy materially in excess of their reasonably anticipated energy needs for purposes of re-sale or distribution), distribution of such incidentally produced excess energy to a local utility for compensation or credit is permitted by this Grant without the approval of Holder.

8.42 Residential Improvements

Dwellings and Improvements accessory to residential uses such as garage, swimming pool, pool house, tennis court and children’s play facilities.



8.43 Resource Management Plan

A record of the decisions and intentions of Owners prepared by a qualified resource management professional for the purpose of protecting natural resources described in the Conservation Objectives during certain operations potentially affecting natural resources protected by this Grant. The Resource Management Plan (sometimes referred to as the "RMP") includes a resource assessment, identifies appropriate performance standards (based upon Best Management Practices where available and appropriate) and projects a multi-year description of planned activities for identified operations to be conducted in accordance with the plan.

8.44 Review

Review and approval of Holder (and/or the Township and County if expressly required hereby), under the procedure described in Article V.

8.45 Review Requirements

Collectively, any plans, specifications or information required for approval of the Subdivision, activity, use or Construction under Applicable Law (if any) plus (a) the information required under the Review Requirements incorporated into this Grant either as an exhibit or as part of the Baseline Documentation or (b) if the information described in clause (a) is inapplicable, unavailable or insufficient under the circumstances, the guidelines for Review of submissions established by Holder as of the applicable date of reference.

8.46 Selective System

A regeneration method designed to create and perpetuate an uneven-aged stand. Trees are harvested singly or in small groups, taking care not to damage residual trees. Poor quality trees and a predetermined number of merchantable trees in each diameter class are removed. Harvesting must be conducted in a manner that does not impair significant conservation interests.

8.47 Site Improvements

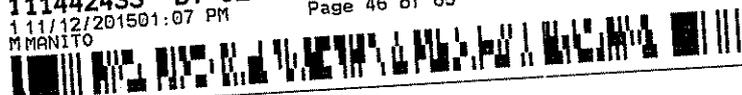
Unenclosed Improvements such as Access Drives, Utility Improvements, walkways, boardwalks, storm water management facilities, bridges, parking areas and other pavements, lighting fixtures, signs, fences, walls, gates, man-made ponds, berms and landscaping treatments.

8.48 Soil Conservation Plan

A plan for soil conservation and/or sedimentation and erosion control that meets Pennsylvania's Code, Chapters 102 and 91, and is approved by a Natural Resources Conservation Service certified plan writer.

8.49 Steep Slope Areas

Areas greater than one acre having a slope greater than 20%.



8.50 Subdivision

Any division of the Property or any Lot within the Property; and any creation of a unit, lot or parcel of real property, including subsurface portions of the Property, for separate use or ownership by any means including by lease or by implementing the condominium form of ownership. The term "Subdivision" includes any "subdivision" as defined in the Pennsylvania Municipalities Planning Code, Act of 1968, P.L. 805, No. 247, as reenacted and amended as of the applicable date of reference.

8.51 Sustainable

Land management practices that provide goods and services from an ecosystem without degradation of biodiversity and resource values at the site and without a decline in the yield of goods and services over time.

8.52 Trail Area

The approximately 20 feet wide corridor shown on the Conservation Plan within which will be located the Public Trail and which is designated the "20' Wide Trail Easement" on the Conservation Plan.

8.53 Utility Improvements

Improvements for the reception, storage or transmission of potable water, sewage, electricity, gas and telecommunications or other sources of power.

8.54 Waiver

A written commitment by which Holder, without any obligation to do so, agrees to refrain from exercising one or more of its rights and remedies for a specific period of time with respect to a specific set of circumstances if Holder is satisfied that the accommodation will have no material effect on Conservation Objectives.

8.55 Wet Areas

Watercourses, springs, wetlands, and non-impounded standing water and areas within 100-feet of their edge.

8.56 Woodland Areas

Area(s) within the Property described as "wooded" or "forested" in the Baseline Documentation" or identified as such on the Conservation Plan, or if not wooded or forested as of the Easement Date, are designated as successional woodland areas on the Conservation Plan.



INTENDING TO BE LEGALLY BOUND, the undersigned Owners and Holder, by their respective duly authorized representatives, have signed and delivered this Conservation Easement as of the Easement Date.

Witness: Carl E. Carl

Patrick J. Comerford
Patrick J. Comerford

Witness: Carl E. Carl

Kathryn K. Comerford
Kathryn K. Comerford

NORTH AMERICAN LAND TRUST,
a non-profit corporation

Attest: - see attached -

By: _____ (Seal)

Attest: [Signature]

TOWNSHIP OF EAST BRADFORD,
by its Board of Supervisors
By: [Signature]
Vincent M. Pompo, Esq., Chairman

By: [Signature]
Dr. Thomas A. Egan, Vice Chairman

By: [Signature]
John D. Snook, Member



INTENDING TO BE LEGALLY BOUND, the undersigned Owners and Holder, by their respective duly authorized representatives, have signed and delivered this Conservation Easement as of the Easement Date.

Witness: _____

Patrick J. Comerford

Witness: _____

Kathryn K. Comerford

NORTH AMERICAN LAND TRUST,
a non-profit corporation

Attest: _____

By: _____ (Seal)

TOWNSHIP OF EAST BRADFORD,
by its Board of Supervisors

Attest: _____

By: _____
Vincent M. Pompo, Esq., Chairman

By: _____
Dr. Thomas A. Egan, Vice Chairman

By: _____
John D. Snook, Member



Municipal Grant Program
Comerford Property Conservation Easement

[SEAL]

COUNTY OF CHESTER

By: *Terence Farrell*
Name: TERENCE FARRELL
Title: Chairman

By: *Natti Cozzone*
Name: NATTI COZZONE
Title: Commissioner

By: *Michelle Kichline*
Name: MICHELLE KICHLINE
Title: Commissioner

ATTEST

Janeen Swank

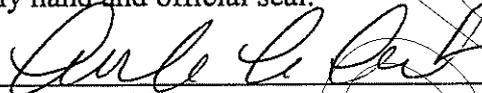
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MANITO



COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this 4 day of November, 2015, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Patrick J. Comerford and Kathryn K. Comerford, known to me (satisfactorily proven) to be the persons whose names re subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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



Notary Public [SEAL]

My Commission Expires:

August 21, 2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
AMANDA M CANTLIN
Notary Public
EAST BRADFORD TWP, CHESTER COUNTY
My Commission Expires Aug 21, 2018

Unofficial

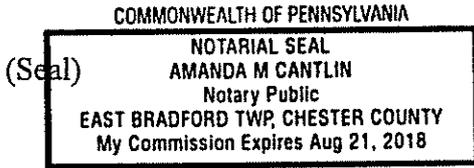
1 11442433 B: 9215 P: 2031 ESA
1: 11/12/2015 01:07 PM Page 51 of 65
Mr MANITO



COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF CHESTER :

On this, the 3 day of November, 2015, before me, the undersigned officer, personally appeared VINCENT M. POMPO, ESQ., Chairman of the Board of Supervisors of the Township of East Bradford, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

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



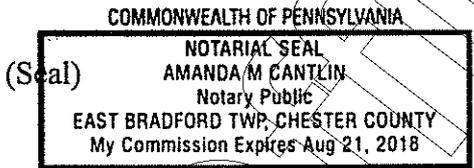


Notary Public
My commission expires: 8/21/2018

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF CHESTER :

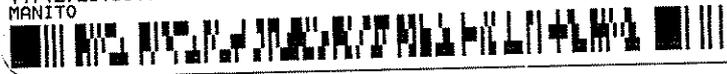
On this, the 3 day of November, 2015, before me, the undersigned officer, personally appeared DR. THOMAS A. EGAN, Vice Chairman of the Board of Supervisors of the Township of East Bradford, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

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





Notary Public
My commission expires: 8/21/2018



COMMONWEALTH OF PENNSYLVANIA :
: :
COUNTY OF CHESTER :

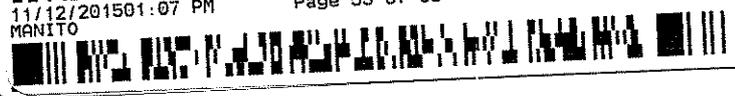
On this, the 3 day of November, 2015, before me, the undersigned officer, personally appeared JOHN D. SNOOK, Member of the Board of Supervisors of the Township of East Bradford, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
(Seal) AMANDA M CANTLIN
Notary Public
EAST BRADFORD TWP, CHESTER COUNTY
My Commission Expires Aug 21, 2018

Amanda M Cantlin
Notary Public
My commission expires: 8/21/2018

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MANITO

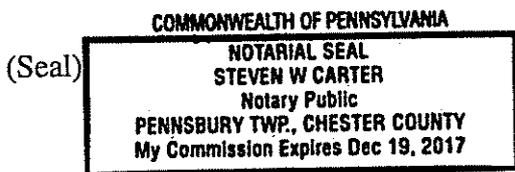


STATE OF PENNSYLVANIA

COUNTY OF CHESTER

On this, the 23 day of October, 2015, before me, a Notary Public in and for the State of Pennsylvania, the undersigned officer, personally appeared Stephen Thor Johnson, who acknowledged himself to be the President of North American Land Trust, a Pennsylvania Non-Profit Corporation, and that he as such officer, being authorized to do so, executed the foregoing conservation easement for the purposes therein contained by signing the name of the corporation by himself as President.

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



[Signature]
Notary Public
My commission expires: 12/19/2017

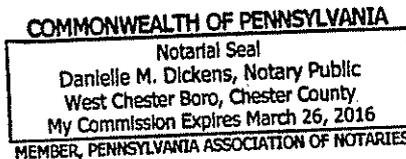
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER:

ON THIS DAY 10/29/15, before me, the undersigned officer, personally appeared Terence Farrell, Kathi Cozzone, and Michelle Kichline, Commissioners of Chester County, a political subdivision and Municipal Corporation and County of the Third class, party to this Agreement, and acknowledged this Indenture to be his or her act and deed of said County, known to me personally to be such, and,

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

[Signature], Notary Public
Print Name: Danielle M. Dickens



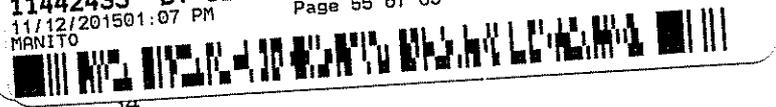
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MANITO



Exhibit A
Description of Tract

Unofficial Copy

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MANITO





COMMONWEALTH ENGINEERS, INC.

114 East Lancaster Avenue ~ Second Floor ~ Downingtown, PA 19335
Telephone: (610) 518-9003 ~ Fax: (610) 518-9004 ~ comeng@cei-1.com

Project #201167
The Comerford Tract
Gross Lot Area
Plan Date: November 4, 2013
Last Revised: August 5, 2015

LEGAL DESCRIPTION

ALL THAT CERTAIN land situate in East Bradford Township, County of Chester, Commonwealth of Pennsylvania, being shown as the Gross Lot Area on a Title Plan, Final Subdivision Plan for The Comerford Tract, dated November 4, 2013, last revised August 5, 2015, prepared by Commonwealth Engineers, Inc., Downingtown, PA, and being more fully described as follows:

BEGINNING at a limestone found at the northwestern corner of the Comerford Tract Subdivision, thence North 88°07'06" West for a distance of 67.06 feet to a point in Sunset Hollow Road (T-445), thence in and along Sunset Hollow Road the following four (4) courses and distances;

1. North 76°21'40" East, a distance of 63.61 feet to a point;
2. North 70°35'40" East, a distance of 509.83 feet to a point;
3. South 86°48'20" East, a distance of 469.66 feet to a point;
4. South 78°35'00" East, a distance of 160.41 feet to a point;

Thence leaving said road and by lands N/L John Ives McCrea and Margaret Timothy, the following two courses and distances;

1. South 11°23'40" West, a distance of 167.11 feet to a 1" pipe found;
2. South 86°48'37" East, a distance of 922.55 feet to a point;

Thence along the lands of N/L Alan M. & Mary E. Pomeroy, N/L Benjamin H. Bayliss and N/L Stanley T. III & Janice N. Haller South 31°08'39" East, a distance of 864.63 feet to a ¾" pipe found;

Thence along lands of N/L Haller & N/L Victor E. & Anita G. Mello, South 81°10'21" West, a distance of 473.77 feet to a point;

Thence South 08°49'39" East, a distance of 761.65 feet to a point on the North edge of a proposed private right-of-way referred to as fifty (50') foot wide lane in Deed Book 6959, Page 1308, Tract "C";

Thence along said right-of-way and along lands of N/L Mello, N/L Kurt W. and Kathleen Hoffman, and N/L Larry R. and Marcia S. Taylor, North 79°42'38" East, a distance of 790.43 feet to a point in Copeland School Road (SR 3065);

Thence in and along Copeland School Road (SR-3065) South 22°50'40" East, a distance of 33.41 feet to a point;

Thence South 08°02'32" East, a distance of 67.14 feet to a point on the West side of Copeland School Road (SR 3065);

Thence, leaving said road and partly along the South edge of said private right-of-way and along lands N/L Peter A. and Priscilla P. Latta, the following seven (7) courses and distances.



Project #201167
The Comerford Tract
Gross Lot Area
Plan Date: November 4, 2013
Last Revised: August 5, 2015
Page 2

1. North 63°29'31" West, a distance of 72.52 feet to a 1" pinch pipe found;
2. South 80°09'37" West, a distance of 1053.86 feet to a point;
3. South 68°33'50" West, a distance of 311.74 feet to a point;
4. South 25°56'00" West, a distance of 310.06 feet to an axel found;
5. South 01°47'10" West, a distance of 98.11 feet to a point;
6. South 88°24'40" West, a distance of 237.86 feet to a 1" pipe found;
7. South 20°48'45" West, a distance of 251.80 feet to a point in Connor Road (SR 3063);

Thence along Connor Road, the following four (4) courses and distances:

1. North 76°56'58" West, a distance of 409.60 feet to a point;
2. North 76°28'09" West, a distance of 70.20 feet to a point;
3. North 50°22'51" East, a distance of 6.35 feet to a point;
4. North 67°57'09" West, a distance of 293.68 feet to a point;

Thence leaving said Connor Road (SR 3063) and along lands N/L Joseph P. & Cynthia A. Bacon North 22°02'51" East, a distance of 720.88 feet to a 1" pipe found;

Thence along lands N/L Paul R. & Jeryldene A. Weldon, the following four (4) courses and distances:

1. South 76°12'10" East, a distance of 196.16 feet to an axel found;
2. North 00°06'06" West, a distance of 1016.13 feet to a 1 1/2" pipe found;
3. North 84°03'56" West, a distance of 540.42 feet to a limestone found;
4. North 20°30'00" West, a distance of 610.49 feet to the Point of BEGINNING.

CONTAINING 82.164 ACRES, more or less.

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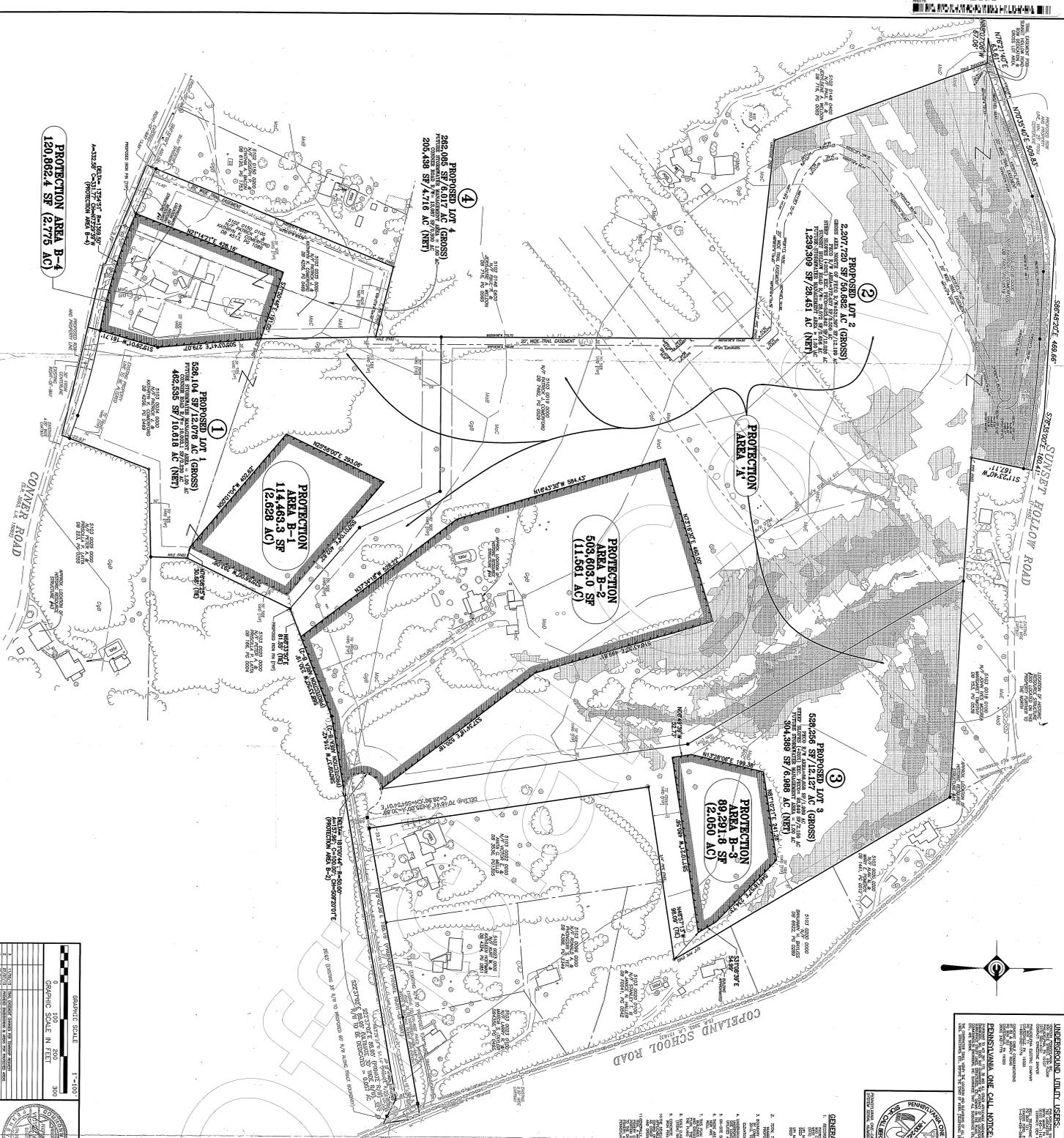


Exhibit B
Conservation Plan & Protection Area Descriptions

Unofficial Copy

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MANITO





UNRESPONSIBLE LITIGANT LEGISEE
 PENNSYLVANIA ONE CALL NOTICE
 PENNSYLVANIA ONE CALL NOTICE
 PENNSYLVANIA ONE CALL NOTICE



LEGEND

PROPOSED ADDRESSES

ZONING - R2

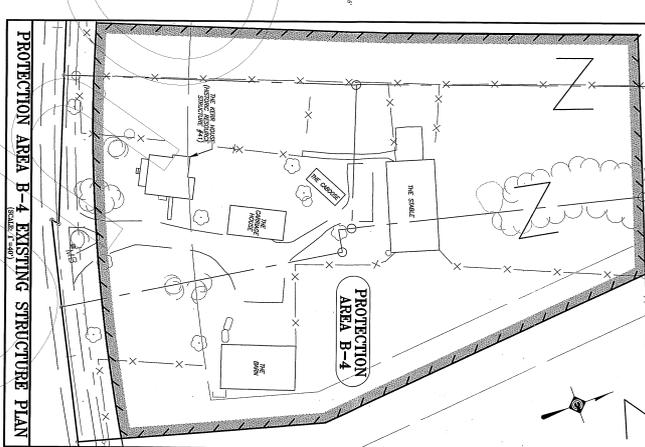
RESPONSIBLE DISTRICT

LOCATION MAP

DATE: 11-20-07

GENERAL NOTES:

1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE COMMONWEALTH ENGINEERS, INC. AND THE COMMONWEALTH OF PENNSYLVANIA.
2. THE CLIENT HAS ADVISED THAT THE PROPERTY IS SUBJECT TO AN EASEMENT FOR THE CONSTRUCTION OF A HIGHWAY.
3. THE CLIENT HAS ADVISED THAT THE PROPERTY IS SUBJECT TO AN EASEMENT FOR THE CONSTRUCTION OF A HIGHWAY.
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10. THE CLIENT HAS ADVISED THAT THE PROPERTY IS SUBJECT TO AN EASEMENT FOR THE CONSTRUCTION OF A HIGHWAY.



GRAPHIC SCALE 1" = 100'

GRAPHIC SCALE IN FEET 300'

0	100	200	300
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COMMONWEALTH ENGINEERS, INC.

THE COMERFORD TRACT

EXHIBIT 'B'

CONSERVATION PLAN FOR THE COMERFORD TRACT

DATE: 11-20-07

PROJECT: COMMONWEALTH ENGINEERS, INC.

CLIENT: COMMONWEALTH ENGINEERS, INC.

DATE: 11-20-07

PROJECT: COMMONWEALTH ENGINEERS, INC.

CLIENT: COMMONWEALTH ENGINEERS, INC.

DATE: 11-20-07

PROJECT: COMMONWEALTH ENGINEERS, INC.

CLIENT: COMMONWEALTH ENGINEERS, INC.



COMMONWEALTH ENGINEERS, INC.

114 East Lancaster Avenue ~ Second Floor ~ Downingtown, PA 19335
Telephone: (610) 518-9003 ~ Fax: (610) 518-9004 ~ comeng@cei-1.com

Project #201167
The Comerford Tract
Protection Area B-1
June 24, 2015

ALL THAT CERTAIN tract of land situate in East Bradford Township, Chester County, Pennsylvania, as shown on a plan entitled "Conservation Plan for The Comerford Tract" prepared by Commonwealth Engineers, Inc., Downingtown, PA, Drawing No. 201167-4, dated December 2, 2014, last revised June 18, 2015, and identified as the Protection Area B-1, and being more fully described as follows:

BEGINNING at a point being located North $76^{\circ}08'25''$ West, a distance of 30.68 feet from an axel found on lands N/L Peter A. & Priscilla P. Latta:

THENCE North $50^{\circ}01'04''$ West, a distance of 402.62 feet;

THENCE North $25^{\circ}56'00''$ East, a distance of 293.06 feet;

THENCE South $50^{\circ}01'04''$ East, a distance of 402.62 feet;

THENCE South $25^{\circ}56'00''$ West, a distance of 293.06 feet to the Point of BEGINNING.

CONTAINING 114,463.3 Square Feet or 2.628 Acres, be the same, more or less.





COMMONWEALTH ENGINEERS, INC.

114 East Lancaster Avenue ~ Second Floor ~ Downingtown, PA 19335
Telephone: (610) 518-9003 ~ Fax: (610) 518-9004 ~ comeng@cei-1.com

Project #201167
The Comerford Tract
Protection Area B-2
June 24, 2015

ALL THAT CERTAIN tract of land situate in East Bradford Township, Chester County, Pennsylvania, as shown on a plan entitled "Conservation Plan for The Comerford Tract" prepared by Commonwealth Engineers, Inc., Downingtown, PA, Drawing No. 201167-4, dated December 2, 2014, last revised June 18, 2015, and identified as the Protection Area B-2, and being more fully described as follows:

BEGINNING at a point on the Southwestern corner of Protection Area B-2, being located North 68-33-50 East, a distance of 81.55 feet from a common corner of lands N/L of Peter A and Priscilla P. Latta;

THENCE North 37°34'18" West, a distance of 528.22 feet;

THENCE North 16°43'30" West, a distance of 584.43 feet;

THENCE North 73°16'30" East, a distance of 460.00 feet;

THENCE South 16°43'30" East, a distance of 499.81 feet;

THENCE South 37°34'18" East, a distance of 520.18 feet to a point;

THENCE on a curve to the left along a Proposed Cul-De-Sac, a radius of 50.00 feet a Delta of 181°00'44", an arch distance of 157.96 feet, a chord of South 09°20'01" East 100.00 feet to a point on land N/L Peter A. and Priscilla P. Latta;

THENCE along lands of N/L Peter A. and Priscilla P. Latta, South 80°09'37" West, a distance of 216.42 feet to a point;

THENCE South 68°33'50" West, a distance of 230.19 feet along the Tract boundary line adjoining lands N/L of Peter A. and Priscilla P. Latta, to the Point of BEGINNING.

CONTAINING 503,603.0 Square Feet or 11.561 Acres, be the same, more or less.





COMMONWEALTH ENGINEERS, INC.

114 East Lancaster Avenue ~ Second Floor ~ Downingtown, PA 19335
Telephone: (610) 518-9003 ~ Fax: (610) 518-9004 ~ comeng@cei-1.com

Project #201167
The Comerford Tract
Protection Area B-3
June 24, 2015

ALL THAT CERTAIN tract of land situate in East Bradford Township, Chester County, Pennsylvania, as shown on a plan entitled "Conservation Plan for The Comerford Tract" prepared by Commonwealth Engineers, Inc., Downingtown, PA, Drawing No. 201167-4, dated December 2, 2014, last revised June 18, 2015, and identified as the Protection Area B-3, and being more fully described as follows:

BEGINNING at a point on the Southeast corner of Protection Area B-3 being located North $48^{\circ}57'13''$, West a distance of 98.09 feet from a $\frac{3}{4}$ " pipe found at the East most corner of Proposed Lot 3 on said plan:

THENCE South $81^{\circ}10'21''$ West, a distance of 480.56 feet;

THENCE North $08^{\circ}49'39''$ West, a distance of 52.73 feet;

THENCE North $13^{\circ}28'06''$ East, a distance of 199.38 feet;

THENCE North $81^{\circ}10'21''$ East, a distance of 241.28 feet;

THENCE South $46^{\circ}16'57''$ East, a distance of 234.73 feet;

THENCE South $31^{\circ}08'39''$ East, a distance of 54.99 feet to the Point of BEGINNING.

CONTAINING 89,291.8 Square Feet or 2.050 Acres, be the same, more or less.





COMMONWEALTH ENGINEERS, INC.

114 East Lancaster Avenue ~ Second Floor ~ Downingtown, PA 19335
Telephone: (610) 518-9003 ~ Fax: (610) 518-9004 ~ comeng@cel-1.com

Project #201167
The Comerford Tract
Protection Area B-4
June 24, 2015

ALL THAT CERTAIN tract of land situate in East Bradford Township, Chester County, Pennsylvania, as shown on a plan entitled "Conservation Plan for The Comerford Tract" prepared by Commonwealth Engineers, Inc., Downingtown, PA, Drawing No. 201167-4, dated December 2, 2014, last revised June 18, 2015, and identified as the Protection Area B-4, and being more fully described as follows:

BEGINNING at a point on the corner of the right-of-way line for Connor Road and lands N/L of Patrick J. & Kathryn K. Comerford, Tax Parcel No. 5402 0150 0100,

THENCE North $21^{\circ}14'21''$ East, a distance of 428.16 feet;

THENCE South $71^{\circ}50'46''$ East, a distance of 191.05 feet, to an axel found;

THENCE South $05^{\circ}03'41''$ East, a distance of 279.07 feet;

THENCE South $15^{\circ}29'01''$ West, a distance of 161.71 feet to point on aforesaid Right-of-Way;

THENCE on a curve to the right having a radius of 1369.50 feet and a central angle of $13^{\circ}54'51''$, an arc distance of 332.58 feet, a chord of North $73^{\circ}29'39''$ West, a distance of 331.77 feet to the point of BEGINNING.

CONTAINING 120,862.4 Square Feet or 2.775 Acres, be the same, more or less.

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MANITO



JOINDER AND CONSENT OF LIENHOLDER

Susquehanna Bank (collectively "Lienholder"), the holder of the [Mortgage or Deed of Trust] dated March 10, 2004 encumbering the Conservation Area in the amount of \$305,000.00 recorded at April 9, 2004 Book 6115, Page 1981 in the office of the Recorder of Deeds of Chester County, State of Pennsylvania (the "Lien") hereby consents to the terms of this Conservation Easement and agrees that the Lien shall be fully subordinate to this Conservation Easement and the rights of the Holder to enforce this Conservation Easement. Without limitation of the foregoing, Lienholder agrees that, in the event of foreclosure of the Lien or a judgment obtained under the Lien or any promissory note secured thereby, the Conservation Area described in the Conservation Easement shall remain under and subject to the covenants and restrictions in this Conservation Easement, as fully as if the Lien was executed, delivered and recorded after the dates of execution, delivery and recording of this Conservation Easement. Lienholder further agrees that Lienholder's consent shall not be required for Owner to request or for Holder to approve the exercise of any of the Reserved Rights in this Conservation Easement. This Joinder and Consent of Lienholder shall be binding upon Lienholder's successors and assignees as holders of the Lien and any amendment thereof.

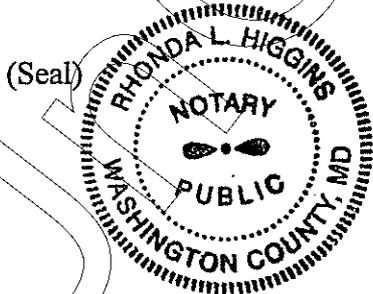
Attest: Erica K Garwood

Susquehanna Bank
By: Dawn Robison Lefferts
Name: DAWN ROBISON-LEFFERTS
Title: VICE PRESIDENT, DIRECT CONSUMER LENDING MGR

STATE OF Maryland
COUNTY OF Washington

On this, the 20th day of July, 2015, before me, a Notary Public in and for the State of Maryland, the undersigned officer, personally appeared Dawn Robison Lefferts, who acknowledged himself to be the Vice Pres./Mortg. of Susquehanna Bank, a Bank, and that he as such Vice Pres./Mortg., being authorized to do so, executed the foregoing Joinder and Consent of Mortgagee for the purposes therein contained by signing the name of the corporation by himself as Vice President/Mortg.

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



Rhonda L Higgins
Notary Public Rhonda L. Higgins
My commission expires: 12/24/15



JOINDER AND CONSENT OF LIENHOLDER

Susquehanna Bank (collectively "Lienholder"), the holder of the [Mortgage or Deed of Trust] dated January 9, 2009 encumbering the Conservation Area in the amount of \$500,000.00 recorded at January 27, 2009 Book 7578 Page 1585 in the office of the Recorder of Deeds of Chester County, State of Pennsylvania (the "Lien") hereby consents to the terms of this Conservation Easement and agrees that the Lien shall be fully subordinate to this Conservation Easement and the rights of the Holder to enforce this Conservation Easement . Without limitation of the foregoing, Lienholder agrees that, in the event of foreclosure of the Lien or a judgment obtained under the Lien or any promissory note secured thereby, the Conservation Area described in the Conservation Easement shall remain under and subject to the covenants and restrictions in this Conservation Easement, as fully as if the Lien was executed, delivered and recorded after the dates of execution, delivery and recording of this Conservation Easement. Lienholder further agrees that Lienholder's consent shall not be required for Owner to request or for Holder to approve the exercise of any of the Reserved Rights in this Conservation Easement. This Joinder and Consent of Lienholder shall be binding upon Lienholder's successors and assignees as holders of the Lien and any amendment thereof.

Attest: Ericka K. Gervod

Susquehanna Bank
By: Gail K. Emery
Name: Gail K. Emery
Title: Business Analyst

STATE OF Maryland :
COUNTY OF Washington

On this, the 29th day of June, 2015, before me, a Notary Public in and for the State of Maryland, the undersigned officer, personally appeared Gail K. Emery, who acknowledged himself to be the Business Analyst of Susquehanna Bank, a Bank, and that he as such Business Analyst, being authorized to do so, executed the foregoing Joinder and Consent of Mortgagee for the purposes therein contained by signing the name of the corporation by himself as Business Analyst.

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

Rhonda L Higgins
Notary Public
My commission expires: 12/31/15

