

157 MSC
11UP1



Record and Return to:
Fidelity National Title Insurance Company
1515 Market Street
Suite 1325
Philadelphia, PA 19102
File No. 09-PHI-0035JP

UPI #: 70-5-15, 70-5-15.3, 72-6-14 (part
of), 72-7-11, 72-7-11.1A, 72-7-11.1B,
72-7-11.1C, 72-7-11.1D, 72-7-11.1E,
72-7-11.1F, 72-7-13.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

by

THE CONSERVATION FUND, A NON-PROFIT CORPORATION,
a Maryland corporation

Dated November 10, 2009 and made effective as of December 23, 2009

This Document Recorded
12/29/2009
09:59AM
Doc Code: MSC Chester County, Recorder of Deeds Office

Doc Id: 10985031
Receipt #: 487278
Rec Fee: 150.50



FIDELITY NATIONAL

12/29/2009 09:59A

10985031
Page: 1 of 15
B-7837 P-431

Unofficial Copy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

dated November 10, 2009 and

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made ^{effective as of} this 23rd day of December, 2009, by THE CONSERVATION FUND, A NON-PROFIT CORPORATION, a Maryland corporation having its principal office at 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 (the "Declarant"), and the COUNTY OF CHESTER, a Pennsylvania county of the third class, having its principal office at 2 N. High Street, Suite 512, West Chester, PA 19380 (the "County").

BACKGROUND

WHEREAS, counties are authorized to acquire interests in real property to protect and conserve natural or scenic resources, to protect scenic areas, to preserve sites of historic, geologic or botanic interest, to promote sound, cohesive and efficient land development by preserving open spaces between communities, and for purposes consistent with the terms of the Pennsylvania Open Space Lands Act, Pa. Stat. Ann. Title 32, Section 5001 *et seq*; and

WHEREAS, Declarant represents and warrants that it is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation and protection of land in its natural condition; and

WHEREAS, the Commissioners of Chester County have designated funds under the Chester County Preservation Partnership Program (the "Preservation Partnership Program") to promote the health, safety and public welfare of the citizens of Chester County by providing grants to eligible conservancies and municipalities for the acquisition and preservation of significant natural resources ("County Conservation Purposes"); and

WHEREAS, pursuant to the guidelines and criteria of the Preservation Partnership Program, Declarant received a grant from the Preservation Partnership Program (the "Grant") to assist it in acquiring a fee simple interest to preserve the conservation values of the Property (as defined below); and

WHEREAS, the Property possesses significant natural, scenic, open space, historical, educational, and/or recreational values (collectively, "Conservation Values") of great importance to Declarant, the people of Chester County, and the people of the Commonwealth of Pennsylvania, the preservation and conservation of which will yield significant public benefit; and

WHEREAS, the specific Conservation Values of the Property are documented in the "Phase I Environmental Site Assessment" prepared by Federated Environmental Associates, Inc., dated May 19, 2009 and the "Plan of Boundary Survey for the Strawbridge Property Situated in Franklin and Elk Townships, Chester County, Pennsylvania" prepared by Howell Kline Surveying LLC, dated July 8, 2009, last revised August 11, 2009, both on file at the offices of the Declarant and incorporated herein by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an



Page 2 of 15
B-7837 P-431
Page 1 of 10

PPP Strawbridge Declaration

accurate representation of the Property at the time of the Declarant's purchase of the Property and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Declaration; and

WHEREAS, by deed dated on or about the date of this Declaration, and intended to be recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania (the "Recorder's Office"), Declarant acquired the Property; and

WHEREAS, Declarant desires to transfer the Property to the Commonwealth of Pennsylvania, as indicated in Declarant's application for grant funding under the Preservation Partnership Program; and

WHEREAS, Declarant desires to execute this Declaration to ensure preservation of the Conservation Values of the Property.

NOW THEREFORE, intending to be legally bound hereby, Declarant hereby declares that the Property shall be utilized perpetually for Open Space Purposes only (as defined at Article II, below), subject to further restrictions of use more particularly described below in Article III. The Property shall be subject to the restrictions set forth in this Declaration which are for the purpose of insuring a continuous use of the Property for the purposes indicated and which restrictions or covenants shall run with the Property.

ARTICLE I - DEFINITIONS

The following words and terms which are used in this Declaration shall have the following meanings:

A. "Commonwealth of Pennsylvania" refers to the Commonwealth of Pennsylvania and its agencies, departments, boards, and commissions, including but not limited to the Department of General Services ("DGS") and the Department of Conservation and Natural Resources ("DCNR").

B. "Property" shall mean all those certain tracts of ground situate in Franklin Township and Elk Township, Chester County, Pennsylvania containing collectively ~ 747.951 acres of land more or less (752.951 acres minus ~5 acres to be retained by Strawbridge) more particularly described in the legal description prepared by Howell Kline Surveying, LLC, dated July 8, 2009, last revised August 11, 2009, attached hereto as Exhibit "A," and identified as Chester County uniform parcel identifier numbers 70-5-15, 70-5-15.3, 72-6-14, 72-7-11, 72-7-11.1A, 72-7-11.1B, 72-7-11.1C, 72-7-11.1D, 72-7-11.1E, 72-7-11.1F, and 72-7-13.



**ARTICLE II – RESTRICTIONS RUNNING TO THE BENEFIT OF THE COUNTY AS
REQUIRED UNDER THE PRESERVATION PARTNERSHIP PROGRAM**

A. The use of the Property as defined in this Declaration shall be restricted to open space, agricultural, forestal, park, recreation, natural resource conservation, or public access purposes, including but not limited to such purposes and uses authorized for state park land pursuant to the Conservation and Natural Resources Act, 71 P.S. Section 1340.101-1103, as amended from time to time (all such authorized purposes and uses, the “Open Space Purposes”).

B. Specifically prohibited are:

- (i) The disposal on or under the Property of sewage effluent generated off-site, including off-site generated sewage effluent at any stage of treatment or post-treatment using any technology. This prohibition includes, but is not limited to, spray or drip irrigation;
- (ii) Cellular towers;
- (iii) The conveyance of surface or groundwater resources from the Property for commercial or consumptive purposes (including public or private companies or authorities); and
- (iv) The placement on site of any composting materials, waste products, or any other similar items that are generated off site, for any reason including disposal or processing.

ARTICLE III - DENSITY LIMITATIONS

The Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Declaration for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Declaration shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

ARTICLE IV - NOTICE OF CERTAIN ACTIVITIES

In order to monitor compliance with the Open Space Purposes, Declarant and its successors and assigns as owner of all or a portion of the Property (including, without limitation, DGS and DCNR) (hereafter each an “Owner”), shall notify (hereafter “Owner’s Notice”) the County, in writing, no less than sixty (60) days prior to undertaking any activities that would reasonably be expected to materially alter the Property. Such activities may include, for example, construction of public access improvements or vegetation management activities that would affect a significant portion of the Property. Owner’s Notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to enable the County to make informed judgments as to its consistency with the Open Space Purposes of this Declaration.

ARTICLE V - SUBSEQUENT TRANSFERS

Declarant and each subsequent Owner agree to incorporate the terms of this Declaration in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of



the Property, including, without limitation, a leasehold interest. Declarant further agrees to give written notice to the County of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Declarant to perform any act required by this paragraph shall not impair the validity of this Declaration or limit its enforceability in any way. The County acknowledges that it has been notified of the intended transfer of a part of the Property by Declarant to DGS, and of the remainder of the Property by Declarant to DCNR, and that no further notice of such transfer is required. Upon transfer of the Property by an Owner, the Owner shall have no further responsibility or liability for any violations of this Declaration arising subsequent to the date of such transfer, or any responsibility to enforce the provisions of this Declaration.

ARTICLE VI - ENFORCEMENT

A. The County shall have the right and power to enforce this Declaration against the Owner or any person or persons violating or attempting to violate any provision of this Declaration, by any proceedings at law or in equity to restrain violations and/or to recover damages.

B. If the County determines that the Owner is in violation of the terms of this Declaration or that a violation is threatened, the County shall provide written notice to the Owner of such violation and demand corrective actions sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the permitted uses of this Declaration, to restore that portion of the Property so injured.

C. If the Owner fails to cure the violation within thirty (30) days after the receipt of written notice thereof from the County or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the County may enforce this Declaration pursuant to Article VI, (A), above.

D. Without limiting Owner's liability therefore, the County, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. The County's remedies described in this Article shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

E. In the event a court of competent jurisdiction issues a final, non-appealable order finding that the Owner has failed to materially comply with the terms of this Declaration any costs incurred by the County in so enforcing the terms of this Declaration, including but not limited to court costs, engineering fees, and any costs of restoration necessitated by the Owner's violation of the terms of this Declaration (but excluding any attorneys fees), shall be borne by the Owner.

F. The failure by the County to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

G. Any liability for claims under this Article VI will be determined in accordance with Pennsylvania law. Nothing in this Agreement shall be construed to limit the Commonwealth of Pennsylvania's rights, obligations, claims or defenses that arise as a matter of law or pursuant to other provisions of this Declaration. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania.



FIDELITY NATIONAL

12/29/2009 09:59A

10985031

Page 5 of 15
B-7837 P-431

ARTICLE VII -- RELEASE; LIABILITY

A. During its time of ownership, the Owner agrees to retain all responsibilities and shall bear all costs of any kind related to the ownership, operation, upkeep, and maintenance of the Property. The parties acknowledge that the Commonwealth of Pennsylvania is self-insured and does not maintain insurance coverage. Any other Owner shall maintain adequate comprehensive general liability insurance coverage. The Owner shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by such Owner.

B. Declarant and the County agree that liability regarding claims for injury or damages will be determined in accordance with Pennsylvania law. Nothing in this Agreement shall be construed to limit the Commonwealth of Pennsylvania's rights, obligations, claims or defenses that arise as a matter of law or pursuant to other provisions of this Declaration. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania.

ARTICLE VIII - EXTINGUISHMENT

A. Subject to Article VIII, Paragraph B, below, if circumstances arise in the future such that it is no longer practicable to keep in place the covenants, conditions and restrictions set forth in this Declaration, or the parties otherwise agree to terminate this Declaration, this Declaration may be terminated in accordance with applicable law.

B.

- (i) In the event that the conditions for termination set forth above at Paragraph A have been satisfied, and the Property is to be sold contingent upon the termination of this Declaration, the proceeds of such sale, after payment of all expenses associated with such sale, shall be distributed in the following order: (a) if the Commonwealth of Pennsylvania is then Owner, to the Commonwealth of Pennsylvania until all outstanding sums due with respect to the bonds issued to pay for the Commonwealth's purchase and any subsequent development of the Property have been repaid; then, to extent of any remaining proceeds (b) to the County in an amount not to exceed the amount of the Grant; then, to the extent of any remaining proceeds, (c) to The Conservation Fund, A Non-Profit Corporation, its successor or assigns, in an amount not to exceed the sum of Nine Million and 00/100 Dollars (\$9,000,000) (the "Conservation Fund Contribution"); and (d) the remaining balance, if any, to the Owner.
- (ii) Upon distribution of the sale proceeds in accordance with this Paragraph B, and provided all requirements of law related to termination have satisfied, this Declaration shall terminate.
- (iii) The County shall use any Grant repayments received in a manner consistent with the County Conservation Purposes.
- (iv) Notwithstanding the foregoing in the event that this Declaration was terminated prior to such sale, all sales proceeds shall be payable to the Owner. In the event of any sale made subject to this Declaration, all sales proceeds shall be payable to the Owner.
- (v) No payments shall be made to the County or The Conservation Fund, A Non-Profit Corporation pursuant to clause (B)(i) in the event such entity was repaid



10985031
Page 6 of 15
B-7837 P-431
page 5 of 15

PPP Strawbridge Declaration

the original amount of the Grant or the Conservation Fund Contribution, as applicable, prior to the sale of the Property.

C. The parties shall evidence the termination of this Declaration by executing and recording an appropriate termination document.

ARTICLE IX - NOTICE

All notices, requests, consents, approvals, or other communication hereunder shall be in writing and shall be deemed properly given if sent by U.S. certified mail, return receipt requested, addressed to the appropriate party or successor in interest at the address most recently provided or to such other address as either party from time to time shall designate by written notice to the other.

To County: Chester County Preservation Partnership Program
Department of Open Space Preservation
601 Westtown Road, Suite 390
West Chester, PA 19380-0990

To the Declarant: The Conservation Fund, Inc.
410 Severn Ave, Suite 204
Attn: Jodi O'Day, Vice President and Regional Counsel
Annapolis, MD 21403

With A Copy To: The Conservation Fund, A Non-Profit Corporation
1655 North Fort Myer Drive, Suite 1300
Arlington, Virginia 22209
Attn: General Counsel

ARTICLE X - MISCELLANEOUS

- A. The covenants and restrictions of this Declaration shall run with the land and bind the Property in perpetuity, unless subsequently modified, terminated, or extinguished by written agreement of the parties.
- B. Any amendment to this Declaration shall be in writing, signed by the parties and any required Commonwealth signatories, and recorded in the Office of the Recorder of Deeds in and for the County of Chester, Pennsylvania.
- C. In the event any Court of competent jurisdiction shall hold any provision of this Declaration invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
- D. This Declaration shall forthwith be recorded in the Office of the Recorder of Deeds in and for the County of Chester, Pennsylvania.
- E. The Declarant agrees to abide by, where applicable, specifications for the implementation of signage indicating that the acquisition of the Property was supported by a grant from the Chester County Commissioners Terence Farrell, Carol Aichele, and Kathi Cozzone, and



10985031
Page 7 of 15
B-7837 P-431
Page 6 of 10

PPP Strawbridge Declaration

F. This Declaration shall be binding upon, and accrue to the benefit of, the parties and their respective successors and assigns.

G. Nothing herein shall be construed to restrict DGS or DCNR from carrying out their respective legislatively authorized rights, duties and obligations related to the Property.

H. To the extent of any conflict between the terms of this Declaration and the requirements of the Environmental Stewardship and Watershed Protection Act (Act 68 of 1998), 27 Pa.C.S. Section 6101 et seq., the requirements of such Act shall take precedence.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Declarant and the County have executed this Declaration on the day and year first written above.

ATTEST: THE CONSERVATION FUND, A NON-PROFIT CORPORATION

W. Evelyn Walker

By: Jodi R. O'Day
Jodi R. O'Day
Vice-President & Regional Counsel

ATTEST: COUNTY OF CHESTER

W. Evelyn Walker

By: Terence Farrell
Terence Farrell Chairman

ATTEST: COUNTY OF CHESTER

W. Evelyn Walker

By: Carol Alchele
Carol Alchele/Commissioner

ATTEST: COUNTY OF CHESTER

W. Evelyn Walker

By: Kathi Cozzone
Kathi Cozzone/Commissioner



10985031
Page 8 of 15
B-7837 P-431

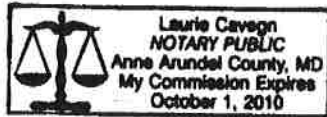
COMMONWEALTH OF MARYLAND :

: SS

COUNTY OF ANNE ARUNDEL :

On this, the 22nd day of ~~November~~ ^{December} before me, the undersigned officer, personally appeared Jodi R. O'Day who acknowledged herself to be the Vice President and Regional Counsel of The Conservation Fund a Non-Profit Corporation, and that she as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.



L. Cavign
Notary Public

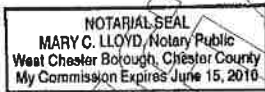
COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF CHESTER :

On this, the 10th day of November before me, the undersigned officer, personally appeared Terence Farrell who acknowledged himself to be Chairman of the Chester County Board of Commissioners, and that he as such and for the purposes therein being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.



Mary C. Lloyd
Notary Public

COMMONWEALTH OF PENNSYLVANIA

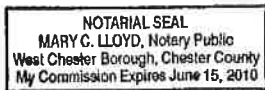


: SS

COUNTY OF CHESTER

On this, the 10th day of November before me, the undersigned officer, personally appeared Carol Aichele who acknowledged herself to be a Commissioner of the Chester County Board of Commissioners, and that she as such and for the purposes therein being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.



Mary C. Lloyd
Notary Public

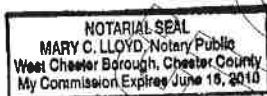
COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF CHESTER

On this, the 10th day of November before me, the undersigned officer, personally appeared Kathi Cozzone who acknowledged herself to be a Commissioner of the Chester County Board of Commissioners, and that she as such and for the purposes therein being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.



Mary C. Lloyd
Notary Public



EXHIBIT A

Legal Description

PREMISES A:

All that certain tract of land with the buildings and improvements thereon erected, if any, situate in the Townships of Elk and Franklin, County of Chester, Commonwealth of Pennsylvania, as shown on plan entitled "Plan of Boundary Survey, the Strawbridge Property, prepared for the Conservation Fund" dated July 8, 2009, last revised December 15, 2009 prepared by Howell Kline Surveying, LLC, West Chester, Pennsylvania, being more particularly described as follows:

Beginning at a point on the Title line in the bed of Strickersville Road (S.R. 3006), said point being the northwesterly corner of the herein described premises and the northeasterly corner of lands now or late of John L. & Denise A. Dennison (UPI #70-5-14.2); thence, from said Point of Beginning, along the Title line in the bed of Strickersville Road, North 76°26'15" East, 1184.84 feet to a point, a corner of lands now or late of Erika Worth; thence, leaving the said Title line and along said lands the following two courses and distances: 1) South 13°39'47" East, crossing the southerly Right-of-Way line of Strickersville Road, and passing over a 1" Pipe found at a distance of 39.93 feet from the last mentioned point, a total distance of 358.50 feet to a 1" Pipe found; and 2) North 71°54'03" East, 382.18 feet to a 1" Pipe found, the southwest corner of lands now or late of William & Eleanor Worth; thence, along said lands the following three (3) courses and distances: 1) North 71°54'33" East, passing over a 5/8" rebar found on line at 135.66 feet from the last mentioned point, a total distance of 271.95 feet to a 1" pipe found; 2) North 72°35'03" East, 138.91 feet to a 1" Pipe found; and 3) North 13°36'47" West, passing over a 1" Pipe found 16.57 feet from the next mentioned point and re-crossing the aforesaid southerly Right-of-Way line, a total distance of 314.38 feet to a point on the aforesaid Title line in the bed of Strickersville Road; thence along said Title line the following nine (9) courses and distances: 1) North 72°35'31" East, 343.22 feet to a point; 2) North 73°02'35" East, 360.00 feet to a point; 3) North 72°05'15" East, 320.00 feet to a point; 4) North 70°06'55" East, 300.00 feet to a point; 5) North 69°01'21" East, 760.00 feet to a point; 6) North 69°30'53" East, 706.47 feet to a point on the deck of the bridge over Big Elk Creek; 7) North 66°10'13" East, 244.60 feet to a point; 8) North 72°22'30" East, 270.00 feet to a point; and 9) North 41°43'46" East, 300.23 feet to a point; thence, leaving the bed of Strickersville Road, crossing the southeasterly side thereof, along lands now or late of Harold Burdick & Kathie Pierson, North 48°22'74" East, 149.50 feet to a 5/8" rebar set on the northerly bank of a Spring Run; thence, crossing Strickersville Road, North 46°24'00" West, 41.00 feet to a 1" Pipe in concrete found, a corner of lands now or late of said Harold Burdick & Kathie Pierson; thence North 55°23'20" East, 22.86 feet to a point in the bed of Olivet Church Road; thence, North 79°43'57" East, 36.64 feet to a point on the Title line in the bed of Strickersville Road, the northwest corner of lands now or late of Albert & Thelma H. Jezyk; thence along said lands the following four (4) courses and distances: 1) South 03°46'56" East, re-crossing the southerly Right-of-Way line of Strickersville Road and passing over a Monument set 25.00 feet from the last mentioned point, a total distance of 82.65 feet to a Monument set; 2) South 53°50'56" East, 97.26 feet to a Square Iron Bar found; 3) South 84°29'46" East, 221.51 feet to a 1" Pipe found; and 4) North 06°04'46" East, passing over a 1-1/2" Pin found at a distance of 17.09' from the next mentioned point and re-crossing the southerly Right-of-Way line of Strickersville Road, a total distance of 188.93 feet to a point on the aforesaid Title line in the bed of Strickersville Road; thence along said Title line the following twelve (12) courses and distances: 1) South 84°49'29" East, 470.28 feet to a point; 2) South 80°17'59" East, 519.80 feet to a point; 3) South 79°54'09" East, 112.74 feet to a point; 4) South 79°25'09" East, 273.31 feet to a point; 5) North 88°59'51" East, 137.50 feet to a point; 6) North

79°24'28" East, 47.94 feet to a point; 7) North 78°31'35" East, 13.72 feet to a point; 8) North 80°03'43" East, 585.75 feet to a point; 9) North 79°32'27" East, 644.35 feet to a point; 10) North 81°48'40" East, 324.74 feet to a point of curvature; 11) along the arc of a circle to the Left, having a radius of 415.00 feet, an arc distance of 59.75 feet, through a central angle of 8°14'56", a chord distance of 59.70 feet, and a chord bearing North 77°41'12" East to a point of compound curvature; and 12) along the arc of a circle to the Left, having a radius of 1,500.00 feet, an arc distance of 4.61 feet, through a central angle of 0°10'34", a chord distance of 4.61 feet, and a chord bearing North 73°28'27" East to a point of cusp; thence, leaving said Title line, South 07°41'51" East, 30.36 feet to a 3/4" Pipe found on the aforesaid southerly Right-of-Way line of Strickersville Road; thence along other lands now or late of George Strawbridge, Jr. the following two (2) courses and distances: 1) South 07°41'51" East, 284.29 feet to a 3/4" Pipe found; and 2) North 71°16'09" East, 1,670.86 feet to a 3/4" Pipe found at the southwesterly corner of lands now or late of Robert S. & Susan J. Mejia; thence along said land, North 71°16'09" East, 262.38 feet to a Monument set, the southwesterly corner of lands now or late of Mark H. & Irene J. Warren; thence, along said lands, North 71°32'09" East, crossing over a 25' wide Pipeline Easement, passing over a 1" Pipe found 29.91 feet from the next mentioned point and crossing the westerly Right of way of Appleton Road (S.R. 3007), a total distance of 841.36 feet to a point on the Title line in the bed of Appleton Road; thence, along said Title line, South 00°24'17" West, 462.07 feet to a point, the northeasterly corner of lands now or late of Lynn S. Ford; thence, along said lands, South 85°43'50" West, re-crossing westerly Right-of-Way of Appleton Road and passing over a Monument set at a distance of 25.00 feet from the last mentioned point and re-crossing the said 25' wide pipeline easement, a total distance of 349.22 feet to a Monument Set; thence, continuing along said lands and lands now or late of Kenneth Szaroleta, lands now or late of James & Elizabeth Evans and lands now or late of Geoffrey & Bertha Turnbull respectively, South 11°15'40" East, passing over a 1-1/4" Pipe found at a distance of 633.48 from the last mentioned point, a total distance of 1085.49 feet to a 1" Pipe found, the northwesterly corner of lands now or late of Richard T. Swan; thence, along said lands, and other lands of Swan the following four (4) courses and distances: 1) South 19°19'59" West, 679.70 feet to a Monument set; 2) South 03°17'03" West, 341.47 feet to a Monument set; 3) South 00°44'42" East, 1295.24 feet to a Monument set; and 4) South 05°24'27" East, passing over a concrete monument found 0.55 feet from the next mentioned point, a total distance of 149.72 feet to a point on the line dividing the Commonwealth of Pennsylvania and the State of Maryland; thence, along the State line the following two (2) courses and distances: 1) South 88°37'42" West, passing over a Mason & Dixon Stone Marker found at a distance of 380.02 from the last mentioned point, and crossing the Big Elk Creek, a total distance of 5639.58 feet to a Mason & Dixon Stone Marker found; and 2) South 88°37'24" West, passing over a Mason & Dixon Stone Marker found at a distance of 345.22 from the next mentioned point, a total distance of 5635.51 feet to a 5/8" rebar set at the base of a 28" tree, the southeasterly corner of lands now or late of Jerry A. & June A. Thurston; thence, along said lands and lands now or late of the aforesaid Dennison, North 04°00'22" East, passing over a 1" Pipe found at a distance of 507.93 from the last mentioned point, passing over a 3/4" Pipe found at a distance of 92.44 feet and a Monument set at a distance of 25.00 feet from the next mentioned point, at total distance of 1599.85 feet to the Point and Place of Beginning.

Excepting and reserving unto George Strawbridge, Jr., individually, and BNY Mellon, N.A. (f/k/a Mellon Bank, N.A.), R. Stewart Strawbridge and George J. Baxter, successor Trustees under Irrevocable Deed of Trust of George Strawbridge, Jr. dated January 20, 1971, their heirs, successors and assigns, All that certain tract of land (containing 5 acres) with the buildings and improvements thereon erected situate in the Township of Franklin, County of Chester, Commonwealth of Pennsylvania, as shown, and designated as Lot 1, on plan entitled "Strawbridge Minor Subdivision" prepared by D.L. Howell & Associates, Inc., West Chester, Pennsylvania, dated September 4, 2009, last revised November 9, 2009, and



10985031
Page 12 of 15
B-7837 P-431

UNO

recorded December 21, 2009 in the Chester County Recorder of Deeds Office in Plan Book 18790 page 1 (Document # 10983534). Being more particularly described as follows:

Beginning at a point on the title line in the bed of Strickersville Road, (S.R. 3006), (33 feet wide legal right-of-way), a corner of Lot 2 as shown on said plan; **Thence** from the said point of beginning along the title line in the bed of Strickersville Road, the following two (2) courses and distances: 1) North 88°59'51" East, 60.15 feet to a point; and 2) North 79°24'28" East, 12.36 feet to a point in line of lands now or late of George Strawbridge Jr. (U.P.I. #72-7-13); thence leaving said title line, and along said lands the following four (4) courses and distances: 1) crossing the southerly right-of-way line of Strickersville Road, and through an access easement as shown on said plan, South 25°51'22" East, 37.36 feet to a point; 2) continuing through said easement, South 42°55'40" East, 398.31 feet to a point; 3) South 38°05'09" East, partly through said easement, 243.39 feet to a point; and 4) South 50°56'06" East, 149.42 feet to a point, a corner of Lot #2 as shown on said plan; thence along Lot #2 the following six (6) courses and distances: 1) South 39°03'54" West, 436.12 feet to a point; 2) North 50°56'06" West, 414.70 feet to a point; 3) North 39°03'54" East, 427.03 feet to a point; 4) North 42°55'40" West, partly along the southerly terminus of an access easement as shown on said plan, 377.38 feet to a point of curvature; 5) along the arc of a circle to the Right, having a radius of 80.00 feet, an arc distance of 23.84 feet, through a central angle of 17°04'18", a chord distance of 23.75 feet, and a chord bearing North 34°23'31" West to a point of tangency; and 6) North 25°51'22" West, re-crossing the southerly right-of-way line of Strickersville Road, 63.87 feet to the **Point and Place of Beginning**.

Containing: 5.000 acres of land be the same more or less.

Being: Lot #1, as shown on said plan.

BEING, as to said exception parcel, part of Chester County Uniform Parcel Identifier (U.P.I.) number 72-6-14.

BEING, as to Premises A, Chester County Uniform Parcel Identifier (U.P.I.) numbers 70-5-15, 70-5-15.3, 72-6-14 (part of), 72-7-11, 72-7-13.

PREMISES B:

ALL THOSE SIX CERTAIN lots or tracts of ground situate in Franklin Township, Chester County, Pennsylvania, designated as Lot Nos. 1-6, inclusive, on the Redivision Plan for Crossan Estates, made by Ramesh C. Batta Associates, P.A., dated February 21, 1989, last revised June 24, 1992 and recorded July 29, 1992 in Chester County in Plan #11718, and bounded and described according to said Redivision Plan as follows, to wit:

LOT NO. 1

BEGINNING at a point in line of lands now or formerly of T. Roland and Harold W. Crossan; thence extending along same North 05 degrees, 41 minutes, 30 seconds West, 314.65 feet to a point on the Southerly side of Lewisville to Strickersville Road, 60 feet wide, thence extending along same on the arc of a circle curving to the left having a radius of 1530.00 feet, the arc distance of 254.88 feet to a point a corner of Lot No. 2, thence extending along same South 16 degrees, 43 minutes, 30 seconds East passing through a 50 feet wide common driveway easement 290.05 feet to a point a corner of lands now or formerly of Delaware Trust Co. Trustees for George Strawbridge and William C. Lickle;



10985031
Page 12 of 15
B-7837 P-431

thence extending along same South 73 degrees, 16 minutes, 30 seconds West, 308.76 feet to the point and place of beginning.

BEING Lot No. 1 of said plan.

BEING UPI No. 72-7-11.1A

LOT NO. 2

BEGINNING at a point on the tide line in the bed of Lewisville to Strickersville Road (S.R. 3006) a corner of Lot No. 1 on said plan, said point also being the centerline of a 50 feet wide common driveway easement, thence from the Beginning and extending along the title line in the bed of said road, the following two courses and distances: (1) North 66 degrees, 01 minute, 22 seconds East, 219.62 feet to a point of curve; (2) on the arc of a circle curving to the right having a radius of 5,500.00 feet the arc distance of 77.69 feet to a point a corner of Lot No. 3, thence leaving S.R. 3006, crossing the Southerly side thereof and extending along said lot, South 16 degrees, 43 minutes, 30 seconds East, 357.28 feet to a point in line of lands now or formerly of Delaware Trust Co., Trustees, thence, extending along said lands, South 73 degrees, 16 minutes, 30 seconds West, 295.00 feet to a point a corner of Lot No. 1 and in the centerline of a 50 feet wide common driveway easement aforesaid, thence, extending along said lot and in the bed of said easement, North 16 degrees, 43 minutes, 30 seconds West, recrossing S.R. 3006, 320.29 feet to the first mentioned point and place of Beginning.

BEING Lot No. 2 of said plan.

BEING UPI No. 72-7-11.1B

LOT NO. 3

BEGINNING at a point on the title line in the bed of Lewisville to Strickersville Road (S.R. 3006) a corner of Lot No. 2 on said plan, thence from the Beginning and extending in the title line in the bed of S.R. 3006, on the arc of a circle curving to the right having a radius of 5,500.00 feet to the arc distance of 271.07 feet to a point a corner of Lot No. 4, said point also being in the centerline of a 50 feet wide common driveway easement, thence, leaving S.R. 3006, crossing the Southerly side thereof and extending along said lot and in the bed of said easement, South 16 degrees, 43 minutes, 30 seconds East, 381.05 feet to a point in line of lands of Delaware Trust Co., Trustees, thence, extending along said lands, South 73 degrees, 16 minutes, 30 seconds West, 270.00 feet to a point a corner of Lot No. 2, thence, extending along said lot, North 16 degrees, 43 minutes, 30 seconds West, recrossing S.R. 3006, 357.28 feet to the first mentioned point and place of Beginning.

BEING Lot No. 3 of said plan.

BEING UPI No. 72-7-11.1C

LOT NO. 4

BEGINNING at a point on the title line in the bed of Lewisville to Strickersville Road (SR 3006) a corner of Lot No. 3 on said plan, said point also being in the centerline of a 50 feet wide common driveway easement; thence, from the Beginning and extending in the bed of S.R. 3006 the 2 following courses and distance: (1) on the arc of a circle curving to the right having a radius of 5,500.00 feet, the arc distance of 196.77 feet to a point of tangent; (2) North 71 degrees, 42 minutes, 21 seconds East,



10985031
Page 13 of 15
B-7837 P-431

Unofficial

47.53 feet to a point a corner of Lot No. 5, thence, leaving S.R. 3006, crossing the Southerly side thereof and extending along said lot, South 16 degrees, 43 minutes, 30 seconds East, 391.26 feet to a point in line of lands now or formerly of Delaware Trust Co., Trustees, thence, extending along said lands, South 73 degrees, 16 minutes, 30 seconds West, 244.07 feet to a point a corner of Lot No. 3 and on the centerline of said driveway easement, thence, extending along said lot and in the bed of said easement, North 16 degrees, 43 minutes, 30 seconds West, recrossing S.R. 3006, 381.05 feet to the first mentioned point and place of Beginning.

BEING Lot No. 4 of said plan.

BEING UPI No. 72-7-11.1D

LOT NO. 5

BEGINNING at a point on the title line in the bed of Lewisville to Strickersville Road (S.R. 3006) a corner of Lot No. 4 on said plan, thence, from the Beginning and extending in the bed of S.R. 3006, North 71 degrees, 42 minutes, 21 seconds East, 239.09 feet to a point a corner of Lot No. 6, said point set on the centerline of a 50 feet wide common driveway easement, thence, extending along said lot and in the bed of said easement and crossing S.R. 3006, South 16 degrees, 43 minutes, 30 seconds East, 397.81 feet to a point in line of lands now or formerly of Delaware Trust Co., Trustees, thence extending along said lands, South 73 degrees, 16 minutes, 30 seconds West, 239.00 feet to a point a corner of Lot No. 4 aforesaid, thence, extending along said lot, North 16 degrees, 43 minutes, 30 seconds West, recrossing S.R. 3006, 391.26 feet to the first mentioned point and place of Beginning.

BEING Lot No. 5 of said plan.

BEING UPI No. 72-7-11.1E

LOT NO. 6

BEGINNING at a point on the title line in the bed of Lewisville to Strickersville Road (S.R. 3006) a corner of Lot No. 5 on said plan, said point also being in the centerline of a 50 feet wide common driveway easement, thence, from the Beginning and extending in the bed of S.R. 3006, the three (3) following courses and distances: (1) North 71 degrees, 42 minutes, 21 seconds East, 24.46 feet to a point of curve; (2) on the arc of a circle curving to the left having a radius of 2,000.00 feet the arc distance of 234.15 feet to a point of tangent; (3) North 64 degrees, 59 minutes, 53 seconds East, 57.17 feet to a point a corner of Lot No. 8, thence, crossing S.R. 3006 and extending along said lot, South 16 degrees, 43 minutes, 30 seconds East, 426.79 feet to a point in line of lands now or formerly of Delaware Trust Co., Trustees, thence, extending along said lands, South 73 degrees, 16 minutes, 30 seconds West, 314.04 feet to a point a corner of Lot No. 5 and set in the centerline of said easement, thence, extending along said lot and in the bed of said easement, North 16 degrees, 43 minutes, 30 seconds West, recrossing S.R. 3006, 397.81 feet to the first mentioned point and place of Beginning.

BEING Lot No. 6 of said plan.

BEING UPI No. 72-7-11.1F



10985031
Page 15 of 15
B-7837 P-431

12/29/2009 09:53A