

Prepared By and Return To:
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1201 Orange Street
One Commerce Center, 3rd Floor
Wilmington, DE 19801 ✓
UPI Nos. 70-5-6, 70-5-7 and 70-5-8



GRANT OF PUBLIC TRAIL EASEMENT

THIS GRANT OF PUBLIC TRAIL EASEMENT (this "Easement" or this "Agreement"), made on this 25th day of October in the year of our Lord Two Thousand and Seven (2007).

BETWEEN, GEORGE STRAWBRIDGE, JR., individually, whose address is 3801 Kennett Pike, Building B-100, Greenville, DE 19807 ("Strawbridge") and MELLON BANK, N.A., GEORGE BAXTER, AND REDMOND STEWART STRAWBRIDGE, TRUSTEES UNDER DEED OF GEORGE STRAWBRIDGE, JR., DATED JANUARY 20, 1971, whose address is c/o Mr. George Strawbridge, 3801 Kennett Pike, Building B-100, Greenville, DE 19807 (the "Trust"); Strawbridge and the Trust are hereinafter collectively called "Owners",

AND

ELK TOWNSHIP, a second-class township of the Commonwealth of Pennsylvania, having an address of 952 Chesterville Road, P.O. Box 153, Lewisville, Chester County, Pennsylvania 19351, hereinafter called the "Township".

BACKGROUND

WHEREAS, Owners are the owners, as tenants in common, of certain tracts of ground located in Elk Township, Franklin Township, and New London Township, Chester County, Commonwealth of Pennsylvania, containing 1,718 acres of land, more or less, and consisting of eighteen (18) separate tax parcels (the "Property"), as evidenced by a Certificate of Award of Real Estate, dated August 7, 1984, and recorded in the Chester County Office of Recorder of Deeds in Book B64, Page 175, and a deed dated October 18, 1978, and recorded in the Chester County Office of Recorder of Deeds in Book W53, Page 573; and



WHEREAS, the Owners' ownership of the Property is as follows: Strawbridge holds a seventy percent (70%) undivided interest and the Trust holds a thirty percent (30%) undivided interest; and

WHEREAS, three of the Owners' Property's tax parcels, UPI #'s 70-5-6, 70-5-7 and 70-5-8, situated in Elk Township and in the aggregate containing 515 acres of land, more or less (the "Affected Parcels"), border Springlawn Road (T-354), a thirty-three foot (33') wide public right-of-way (hereinafter "Springlawn Road" and sometimes "Road", which terms also include the 33' public right-of-way as aforesaid and a parking lot at its west entrance); and

WHEREAS, the Property, the Affected Parcels, and Springlawn Road are shown on a plan entitled Springlawn Road Trail Plan, dated October 22, 2003, last revised May 3, 2005, prepared by the Environmental Management Center of the Brandywine Conservancy, Inc., attached hereto as "Exhibit A" and by reference made a part hereof, and on that certain Plan of Springlawn Road prepared by Crossan-Raimato, Inc., dated January 5, 2005 (last revised 10/4/06), a copy of which is attached hereto as Exhibit "B" and by reference made a part hereof; and

WHEREAS, the Owners and the Township agreed to convert the Road into a non-vehicular walking, bicycling and horseback riding trail for use by the general public; and

WHEREAS, Owners agreed to grant to the Township a permanent trail easement over and across certain spur trails, being approximately five feet (5') wide, situated on the Affected Parcels, leading from Springlawn Road to Elk Creek, as more particularly shown on Exhibit B (the "Spur Trails") for use for the purposes described in this Agreement by the general public; and

WHEREAS, pursuant to the License Agreement (as hereinafter defined), the Township agreed, among other things, to vacate Springlawn Road and to clean up, survey, repair, stabilize, reconstruct, improve and convert Springlawn Road and the Spur Trails for use by the general public (the "Trail Construction Work") as described in the License Agreement; and

WHEREAS, Owners and the Township entered into a Temporary Access, Construction and License Agreement, dated September 6, 2005 (the "License Agreement"), pursuant to which Owners granted to the Township a temporary right of access to the Affected Parcels and the Road, together with a license to implement the work desired in the Grant Application (as defined in the License Agreement) and for purposes of completing the Trail Construction Work; and

WHEREAS, Owners and the Township agreed that upon completion of the Trail Construction Work, pursuant to the License Agreement, a permanent trail easement would be granted by Owners to the Township, establishing that Springlawn Road and the Spur Trails would henceforth and forever remain for use by the general public according to the terms of this Agreement; and



WHEREAS, Owners and the Township agreed that the Brandywine Conservancy, Inc., a non-profit corporation of the State of Delaware, authorized to conduct business in Pennsylvania (hereinafter "Brandywine"), would hold the permanent trail easement in escrow and not record it until such time as Owners and the Township had jointly notified Brandywine in writing that the Trail Construction Work and other obligations of the parties as set forth in the License Agreement have been satisfactorily completed and that legal descriptions of Springlawn Road and the Spur Trails had been provided to Brandywine for inclusion in the permanent trail easement; and

WHEREAS, the parties acknowledge that the Township has completed all obligations set forth in the License Agreement to Owners' satisfaction, including the Trail Construction Work and the vacation of Springlawn Road; and

WHEREAS, a legal description of Springlawn Road and the Spur Trails is attached hereto as "Exhibit C" and by reference made a part hereof; and

WHEREAS, the Township agrees, by accepting this Easement, to honor the intentions of Owners by maintaining Springlawn Road in a safe and sound condition and securing Springlawn Road and the Spur Trails for the benefit and use by the public as a non-vehicular walking and horseback riding trail.

NOW, THEREFORE, for and in consideration of the foregoing recitals and terms, conditions, restrictions and promises herein contained, and for the further consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, in hand paid to Owners by the Township and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, enter into this Grant of Public Trail Easement on the date first written above, and do hereby mutually agree, grant, convey, and declare as follows:

1. GRANT BY OWNERS

Owners hereby grant and convey to the Township, its successors and assigns, in perpetuity, a non-exclusive easement on, over and across Springlawn Road and the Spur Trails in the areas so designated on the plan attached at Exhibit B hereto (hereinafter collectively referred to as the "Trails"), exclusively for the uses and under the terms and conditions set forth below, and the Township hereby accepts this Easement and agrees to hold it exclusively for such recreational purposes as hereinafter described.

2. PUBLIC ACCESS

The general public shall have and be allowed access to and along the Trails for recreational purposes only during daylight hours, for the permitted public uses described in Section 2.B., subject to the prohibitions set forth in Section C and elsewhere provided in this



Easement.

A. Recreational Purposes. The purpose of this Easement is to provide non-vehicular, passive, outdoor recreation opportunities to the general public in a safe and secure environment under the supervision of the Township that do not harm Elk Creek or the natural, cultural, and scenic resources of the Trails or the Affected Parcels (hereinafter "Recreational Purposes").

B. Permitted Public Uses. The general public's use of the Trails shall be limited to the following permitted activities and only when conducted in such a manner as to not harm the natural and cultural resources of the Trails or the Affected Parcels (the "Permitted Public Uses"):

1. Nature observation and study;
2. Horseback riding;
3. Cross-country skiing;
4. Walking, hiking, and jogging;
5. Painting, sketching, and photography;
6. Access to Elk Creek (provided that, for fishing Elk Creek, all applicable licenses and permits shall have been obtained); and
7. Bicycling.

C. Prohibited Public Uses. The following activities with respect to the public's use of the Trails shall be prohibited ("Prohibited Public Uses"):

1. Use of any vehicle, whether motorized or not, or similar mechanical means of locomotion, including automobiles, motorcycles, snowmobiles, all-terrain vehicles or carriages shall be prohibited, except as authorized by the Township for maintenance, security, and emergency purposes or for access by disabled persons;
2. Lighting of fires of any kind;
3. Consumption of alcoholic beverages or use of any kind of stimulant or drug;
4. Collecting, trapping or hunting wild animals whether with firearms, bow and arrow, snares, nets, or any other form of arms, traps, or entangling devices;
5. Use of the Trails after sunset or before sunrise and overnight camping or sleeping;
6. Use by pets or other animals (such as dogs and horses) that are not on a leash and/or under direct control by the owner or user;
7. Obscene, indecent, dangerous, or threatening activities, conduct, or behavior;
8. Collecting, cutting, or injuring seeds, trees, shrubs, or other vegetation;
9. Digging, excavating or removing earth, rocks, sand, or other natural materials;
10. Collecting or removing rocks, minerals, wood, artifacts, or man-made objects; and
11. Injuring or destroying any personal property, structure, or improvement.



10802863
Page 4 of 42
B-7308 P-139

30563.1

D. Township Controls. Notwithstanding the uses permitted and prohibited above, nothing herein shall limit the Township's right to impose additional limitations or prohibitions on the public's use of the Trails if, in the reasonable judgement of the Township, such uses are inconsistent with the Recreational Purposes for which this Easement is granted.

3. **GENERALLY PERMITTED TOWNSHIP ACTIVITIES**

The Township shall have the following rights with respect to the Trails:

- A. To construct, erect or install new improvements on only Springlawn Road that directly support the public's use of the Trails, such as benches, picnic tables, trash receptacles, and open-sided, roofed shelters, provided that no individual structure exceeds 100 square feet in ground coverage. The foregoing notwithstanding, the Township may, at its expense, construct restroom facilities, guard shack, snack shack or other facilities incident to Recreational Purposes, and consistent with the Permitted Public Uses in accordance with plans and specifications therefor approved in writing by Owners, which approval shall not be unreasonably withheld.
- B. To access the Trails by motorized and non-motorized vehicles for safety, security, maintenance, and construction purposes;
- C. To clean up, survey, maintain, repair, stabilize, construct, reconstruct, improve, and secure the Trails and improvements;
- D. To store construction materials;
- E. To trim, cut and/or remove trees, shrubs, and other vegetation that block or impede access to and along the Trails and trees that constitute a hazardous and dangerous condition to persons or property;
- F. To erect and install security measures, including earthen berms, walls, fences, gates, and bollards;
- G. To erect and install identification, directional, and regulatory signs on the Trails;
- H. To temporarily close the Trails; and
- I. To relocate all or a section of one or both of the Spur Trails with the prior written approval of Owners, which approval the Owners shall not unreasonably withhold.

Notwithstanding anything to the contrary contained in this Easement, the Township shall have no right to:



J. Erect any structures or other improvements on any portion of the Road or the Property except as specifically permitted under this Easement;

K. Erect any fences or other barriers that affect or deny Owners' access to the Affected Parcels; or

L. Undertake or permit any activities on, under or within the Trails that are inconsistent with the Recreational Purposes described in this Easement.

4. MAINTENANCE, INSPECTION, SAFETY, SECURITY AND SIGNAGE

A. Maintenance. The Township, at Township's expense, shall regularly maintain the Trails in a safe and sound condition. Regular maintenance of the Trails shall include, but is not limited to:

1. the repair, reconstruction, replacement, and re-grading of the surface materials and all structures and improvements now existing or hereafter erected by the Township (excluding, however, the "historic ruins" described in Section 5 below), fences, gates, culverts and bridges (including, without limitation, the rip-rap, erosion control materials and related improvements in the vicinity of Bridge #4, which extend approximately thirty (30') feet beyond the boundary of the Trails; said area and the materials and improvements therein shall be the sole responsibility of the Township);

2. the regular removal of all litter, trash, or other discarded materials, including such litter, trash and discarded materials found on the Affected Parcels that can reasonably be considered to have been the result of the public's use of the Trails;

3. the cutting and removal of fallen trees and branches, which block or impede access to and along the bed of the Trails;

4. applying herbicides, pesticides, growth inhibitors or other vegetation controlling chemicals when applied in accordance with the manufacturer's recommended standards and in a manner that would not harm or otherwise adversely affect vegetation growing on the Affected Parcels; and

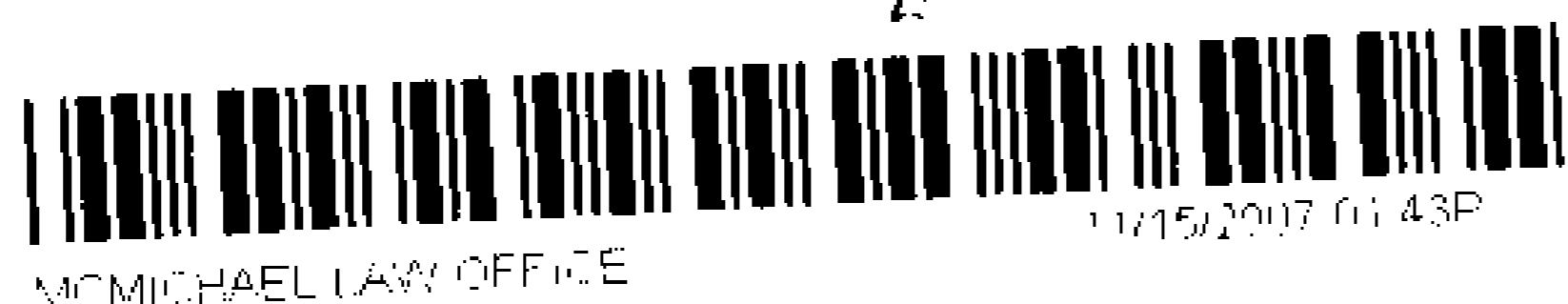
5. the maintenance of fences installed around the existing historic structures/ruins as designated in "Exhibit A".

B. Inspection. The Township, at Township's expense, shall regularly, but not less than once every month, inspect the Trails to:

1. monitor the public's use thereof and ensure compliance with the Permitted Public Uses and Prohibited Public Uses, as set forth in Section 2; and

2. ensure that the Trails are in a safe, sound, and secure condition.

C. Safety. The Township, at Township's expense, shall keep and maintain the Trails in a safe condition and shall promptly correct any condition with respect to the Trails that would be reasonably deemed as unsafe. The Township shall have the right, which shall be reasonably exercised, to cut down, trim, or remove such trees and shrubs within the Trails that constitute hazardous and dangerous conditions to persons or property. The Township shall not cut or remove trees or shrubs or apply chemicals to



10802863
Page 6 of 42
B-7308 P-139

30563.1

any trees or shrubs on the Affected Parcels without the prior written consent of Owners, except in emergency situations where a tree or shrub constitutes a hazardous and dangerous condition to persons or property. In such emergency situations, the Township shall not be required to obtain the prior approval of Owners but shall promptly notify Owners after such cutting occurs.

D. Security. The Township, at Township's expense, shall maintain in sound working condition all earthen berms, walls, fences, gates, bollards, or other similar barriers erected at the entrances of and/or on the Trails to prevent use of the Trails by unauthorized vehicles. The location, type and design of any barriers (and their replacements) shall be subject to Owners' reasonable approval, shall be designed to open to permit vehicular access by the Township and the Owners', as the case may be, and shall not unreasonably prohibit or impede access to and along the Trails by pedestrians and horseback riders.

E. Signs. The Township, at Township's expense, shall maintain and replace where necessary a reasonable number of permanent signs or other postings at the entrances of and along the Trails to identify the Trails and to direct, regulate and inform users of the Trails. The initial design and location of such signage is described in "Exhibit D" attached hereto, which signage is hereby approved by Owners. Owners shall have the right to approve the design and location of all subsequent signage, which approval shall not be unreasonably withheld.

F. Fees. The Township may not at any time charge any entrance or user fee to the public for access to the Trails, so as to jeopardize, compromise or threaten Owners' protected status under the landowner liability provisions afforded by the Pennsylvania Recreational Use of Land and Water Act (68 P.S. sec 477-1 - 477-8), as the same may be amended, or any law, statute or regulation enacted as its replacement(s).

5. RELOCATION OF TRAILS & TEMPORARY CLOSURE

A. Owners and Township shall have the right, as they may mutually deem reasonable and necessary in order to preserve and protect the Trails and the Affected Parcels, to relocate permanently or temporarily all or part of the Trails.

B. The Township shall have the right to temporarily close all or part of the Trails to use by public, as the Township may deem reasonably necessary or appropriate for environmental, maintenance, safety, security, or liability purposes or in order to preserve and protect the natural and cultural resources of the Trails and the Affected Parcels. Furthermore, Owners and Township agree that the Trails shall be closed to public access for the duration of Pennsylvania's annual firearms-only deer hunting season, traditionally held for a period lasting approximately three (3) weeks after Thanksgiving.

C. In the event that all or part of the Trails are relocated, an amended Exhibit A, Exhibit B and Exhibit C hereto showing the location of the relocated Trails (or portion



thereof) shall be prepared and recorded in the form of an amendment to this Easement in the Chester County Office of Recorder of Deeds.

6. RESERVED RIGHTS OF OWNERS

Owners reserve to themselves, their personal representatives, heirs, successors and assigns, the following rights:

A. Access to and use of Trails at any time to access the Affected Parcels for agricultural, forestry, management, maintenance, and security purposes and to monitor compliance by the Township with the terms and conditions of this Easement.

B. Access to and use of the Trails at any time of day or night when in accordance with the Permitted Public Uses.

C. To erect signs at the border of the Trails to notify the public of Owners' private property interests and to construct fences or other barriers on or along the borders of the Trails to prevent trespass.

D. Subject to the procedures described in Section G below, where, in Owners' reasonable judgment and after notice to the Township, as provided in Section G below, the Township has failed to maintain the Trails, render the Trails safe and secure, enforce the Prohibited Public Uses, prevent excessive erosion or other material damage to the Affected Parcels, or prevent trespass by the public or motor vehicles from the Trails onto the Affected Parcels, Owners may require the Township to undertake reasonable measures and actions, including temporary closure and/or relocation of all or part of the Trails, to correct such failures. If such measures are not undertaken within thirty (30) days following Owners' notice to the Township, Owners shall have the right, but not the obligation, to undertake such measures, the cost of which shall be paid by the Township to Owners within fifteen (15) days following Owners' written demand therefore.

E. Subject to the procedure described in Section G, Owners may, in their sole discretion following thirty (30) days notice to the Township, temporarily close the Trails to public use in the event that (a) the landowner liability provision afforded by the Pennsylvania Recreational Use of Land and Water Act (68 P.S. sec 477-1 – 477-8) is repealed or altered in a manner which materially increases, in Owners' reasonable opinion, Owners' potential liability from users of the Trails, and no other statute or law affords Owners, in Owners' reasonable opinion, liability protection substantially similar to that now afforded by 68 P.S. sec 477-1 – 477-8; or (b) Township fails to maintain the insurance coverages required under Section 8.B. of this Easement. The foregoing notwithstanding, in the event Owners elect to temporarily close the Trails pursuant to this Section 6.E, resulting from the event described in clause (a) hereof, the Trails shall be re-opened to public use at such time as additional insurance coverage is provided by the Township to Owners, as reasonably determined by Owners, to protect Owners from the increased risk of liability or exposure that would have been protected by the Pennsylvania



Recreational Use of Land and Water Act had such Act not been repealed. In addition to and/or in lieu of its right to temporarily close the Trails as a result of the Township's default described in clause (b) hereof, Owners shall have the right to transfer the Township's rights and duties under this Easement to an organization of Owner's choice as described in Section 16 below in accordance with Section 6.G hereof.

F. Nothing herein shall be construed as a grant to the Township or the general public, or to a person or persons other than Owners, of the right to enter upon any part of the Property or the Affected Parcels not within the Trails. Owners reserve unto themselves and their successors in title, all rights, privileges, powers, and immunities, including the right of exclusive possession and enjoyment, subject only to the terms and covenants of this Easement.

G. Transfer and/or closing procedure:

1. Owners may transfer the Township's rights and duties under this Easement **ONLY FOR CAUSE** to an organization of Owner's choice as described in Section 16 below under the following terms and conditions.

2. If any FOR CAUSE EVENT (as hereinafter described) shall occur, Owners shall provide written notice thereof to the Township ("Initial Default Notice"). If the Initial Default Notice involves an emergency situation or safety issue, the Township shall promptly undertake to address the situation or issue and diligently correct the same within thirty (30) days following the Initial Default Notice; otherwise, the Township shall have thirty (30) days following the date of its next regularly scheduled Township meeting after the date of the Initial Default Notice ("Initial Cure Period") to cure or remedy the FOR CAUSE EVENT, or to provide a reasonable plan to cure or remedy the FOR CAUSE EVENT. Owners shall grant to the Township such additional time beyond the Initial Cure Period as may be reasonably necessary to cure the FOR CAUSE EVENT ("Subsequent Cure Period") if the same cannot be cured within the Initial Cure Period, or if a plan to cure or remedy the problem, that is reasonably acceptable to Owners, is presented to Owners. If, following the Initial Cure Period or Subsequent Cure Period, as applicable, the FOR CAUSE EVENT is not cured or remedied, Owners shall provide a subsequent Default Notice ("Second Default Notice") to the Township during any twelve (12) month period, which Second Default Notice shall contain reasonable specificity as to the FOR CAUSE EVENTS which are then still outstanding and remain uncured. Should the Township disagree with the either the First and/or Second Default Notice, the parties shall attempt to resolve any dispute concerning the content of the notice, and/or the relief requested, in accordance with the following procedure: the parties shall first present all of the facts and/or issues to the Brandywine Conservancy, or its successors, which shall provide its recommendation for resolution of all disputed facts and issues within thirty (30) days after submission from the parties of all information deemed necessary by the Brandywine Conservancy to make its recommendation; in the event the parties do not accept this recommendation, each party shall within ten (10) days after receipt of Brandywine's recommendation select an expert, with experience in environmental protection similar to the Brandywine Conservancy, who will attempt to provide a solution agreeable to both parties within fourteen (14) days



following their appointment; should the parties not accept that recommendation, the two experts shall promptly select a third similar expert, and the decision of a majority the three (3) experts shall be deemed to represent the final recommendation of the experts. Each party shall pay for its own expert and the parties shall share equally the costs of the third expert. The foregoing notwithstanding, the parties are not bound to accept the recommendation of the expert(s) in the event of a dispute; it being understood and agreed that all parties to this Agreement reserve all rights and remedies available at law and in equity if such procedures as aforesaid do not result in a recommendation that is accepted by the parties hereto, or to resolve any other disputes under this Agreement that are not subject to the foregoing procedures. Accordingly, following the conclusion of the procedures outlined in this Section G, or if the Township fails to comply with the procedures contained in this Section G, Owners shall have the right to transfer and assign the Township's rights and duties under this Easement to an organization of Owners' choice as described in Section 16 below; provided however, should the Township object to Owners' election to transfer the Township's rights under this Easement as herein provided or refuse to execute such documents transferring such rights as may be reasonably requested by Owners, Owners or the Township, as the case may be, shall have the right to petition a court of competent jurisdiction for declaratory relief as to whether such transfer to a qualified entity described in Section 16 hereof as provided in this Easement is permissible under the circumstances. The prevailing party in any such action or such other action to enforce the terms of this Agreement shall receive from the other party the prevailing party's legal fees and court costs.

If, (a) after following the procedures set forth in Section 6.G.2. above, it is determined that a FOR CAUSE EVENT has occurred that remains uncured, and the Township does not object to Owners' election to transfer the Township's rights and duties under this Easement as herein provided, and (b) Owners elect to transfer and assign the Township's rights and duties under this Easement to an organization described in Section 16 of this Easement and (c) despite Owners' and Township's best efforts, the parties are unable to procure an assignee described in Section 16 hereof that is willing and has the capacity to assume the Township's obligations and responsibilities under this Easement, then, and in that event, (xx) the parties hereto shall jointly petition a court of competent jurisdiction to terminate this Easement and declare the same to be null and void and, upon the entry of such decree, (i) this Easement shall terminate and (ii) fee title to the Road and the Spur Trails, unencumbered by this Easement, shall revert to the Owners, and (yy) the right-of-way within the Road as described in Exhibits "A", "B" and "C" attached hereto shall revert to the Township as a public road, including all rights for public use and maintenance. To the extent required by applicable law, following the circumstances described in clauses (a) through (c) of this Section, the parties shall undertake the requisite procedures to cause the reversion of the right-of-way described in the foregoing clause (yy) to the Township. All costs and expenses incurred in implementing the procedures described in the foregoing clauses (xx) and (yy) shall be shared equally between the Owners and the Township.

3. FOR CAUSE EVENTS shall include, without limitation, (a) breach of this Easement, (b) Township's failure to implement reasonable measures and notices to deter a



trespass on other lands of Owners, (c) failure to implement reasonable steps to avoid deliberate or willful damage to personal or real property of Owners and/or that of their personal representatives, agent, tenants and assigns, (d) failure to implement reasonable steps to adequately secure, maintain and monitor the Affected Parcels and the Trails and any construction work areas thereon during any construction work by the Township in connection therewith, (e) the failure to comply with any and all county, state or federal permits, laws or regulations, (f) failure to maintain adequate insurance in accordance with this Easement, (g) the Township's admission in writing as to its inability to continue to perform its obligations under this Easement, or (h) the Township's lack of funds or inability to obtain the same such that, as determined according to the procedures contained in Section G.2, such lack of funding or inability to obtain such funds will negatively impact the Township's ability to continue to perform its obligations under this Easement.

7. OBLIGATION OF OWNERS

Owners shall not install, construct, erect, or deposit any permanent barriers, structures, fences, or other impediments that would prevent pedestrian and equestrian access, by the public and maintenance and security vehicles by the Township, to and along the Trails.

8. INDEMNIFICATION AND INSURANCE

A. The Township hereby releases and agrees to hold harmless, indemnify, and defend Owners, their heirs, personal representatives, successors and assigns, employees, agents and contractors (collectively "Indemnified Parties") from and against all liability, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising, except as a result of the willful misconduct of any of the Indemnified Parties or their licensees or invitees, from or in any way connected with: (1) the exercise of the Township's rights under this Easement and the general public's use of the Trails as described in this Agreement, (2) injury to or the death of any person, or physical damage to any property occurring on or about the Property, the Affected Parcels or the Trails resulting from the negligence of the Township, its licensees, invitees, contractors, or agents (singularly, a "Township Party," and collectively, "Township Parties"); and (3) the violation or alleged violation of, or other failure to comply with, any state, federal or local laws, regulations, or requirements, including, without limitation, applicable environmental laws, rules and regulations, by any Township Party in any way affecting, involving, or relating to the Property, the Affected Parcels or the Trails.

B. The Township has provided Owners with a copy of its insurance and general liability policy, as shown in Exhibit "E". The Township will name Owners as additional insureds on this policy throughout the term of this Agreement, and will maintain similar coverage at all times. Such policy shall at all times provide coverage for and against, among other things, losses, claims or other damages resulting from work or other activities occurring on the Trails. The Township will provide Owner with certificates of insurance on an annual basis. The Township further agrees to carry and maintain in full force and effect Workmen's Compensation and comprehensive general liability coverage to cover the Township's employees.



The Township also agrees to ensure that all contractors who are employed by the Township to perform the work set forth in this Easement shall (1) carry and maintain not less than one million dollars (\$1,000,000) of comprehensive general liability insurance coverage with a reputable and licensed insurance company, which insurance policy shall include coverage from losses, claims, or other damages resulting from work activities on the Affected Parcels and the Trails, and (2) carry and maintain in full force and effect Workmen's Compensation for not less than the statutory amounts to cover their employees. The foregoing notwithstanding, upon Owners' request, which request shall not be made more than once in any twelve (12) month period, the Township shall review in consultation with Owners the amount of insurance coverage then in effect with respect to the Trails, and the Township shall upwardly adjust its insurance coverages as aforesaid if the Township and Owners mutually agree that such adjustment is warranted based on then prevailing circumstances and conditions.

9. NOTICES

All notices, consents, approvals, or other communications required hereunder shall be in writing and shall be deemed properly given if either served personally, sent by a nationally recognized overnight carrier, or sent by first class mail, postage prepaid, and addressed to the appropriate party as follows (or at such address most recently provided):

To Owners:

Mr. George Strawbridge
3801 Kennett Pike
Building B-100
Greenville, DE 19807

To the Township:

Chairman, Board of Supervisors
Elk Township
P.O. Box 153
Lewisville, Pennsylvania, 19351

10. SUCCESSORS IN INTEREST

Except where the context requires otherwise, the term "Owners" and "Township", as used in this instrument, and any pronouns used in place thereof, shall mean and include, respectively, Owners and their heirs, personal representatives, successors and assigns, and the Township and its successors and assigns including, without respect to the Township, any successor thereto described in Section 16 below. The foregoing notwithstanding, any rights, approvals or consents to be exercised under this Easement on behalf of Owners may be exercised on behalf of all Owners by George Strawbridge, Jr., or, upon his death or demise, by his heirs or personal representatives and the trustees of any trust comprising one or more of the Owners hereunder for so long as any of such individuals and/or trusts own in fee simple any portion of the Affected Parcels.



11. ASSIGNMENT

The Township may assign this Agreement to any municipal entity, or combination of municipalities, so long as all of the foregoing conditions are satisfied: (a) the assignee has the financial and other capacity necessary to assume all responsibilities and obligations of the Township hereunder, (b) such assignee expressly assumes all such obligations of the Township hereunder pursuant to a written assignment and assumption agreement reasonably satisfactory to Owners, and (c) Owners expressly consent to assignment, which consent shall not be unreasonably withheld.

12. DISCRETIONARY CONSENT AND AMENDMENTS

Owners recognize that circumstances could arise which could justify the modification or waiver of certain prohibitions or restrictions contained in this Easement. To this end, Owners shall have the right, in their sole discretion, to temporarily or permanently waive a restriction or permit an activity restricted or prohibited herein, and the Township and Owners shall have the right, in their sole discretion and without consent or approval of any other person or entity, to agree to amendments to this Easement. Any such waiver or amendment must be in writing, signed by all parties hereto, and shall be consistent with the Recreational Purposes of this Easement. Neither Owners nor the Township shall have the right or power to agree to any waiver or amendment of this Easement or permit any activity restricted or prohibited by this Easement that would result in the Owners failing to qualify for the landowner liability provision afforded by the Pennsylvania Recreational Use of Land and Water Act (68 P.S. sec 477-1 – 477-8), as may be amended, or any law, statute or regulation enacted as its replacement(s), or to allow any residential, commercial or industrial improvements or activities not provided for by this Easement.

13. EASEMENT IN PERPETUITY

The provisions hereof shall inure to and be binding upon the heirs, personal representatives, successors and assigns, as the case may be, of the parties hereto and shall be covenants running with the land in perpetuity; subject, however, to the express terms and conditions of this Easement.

14. GOVERNING LAW

This Easement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to that State's laws regarding conflicts or choice of law.



15. SEVERABILITY

This Easement shall be construed in its entirety; however, in the event that any provisions or restrictions of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions and restrictions of this Easement, and the application of such provision or restriction to person or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

16. TRANSFER OF TOWNSHIP'S INTEREST

A. The Township and its successors and assigns shall have the right, from time to time, with Owners' written consent, which consent may be withheld in Owners' sole and absolute discretion, to assign either wholly or partially its right, title, and interest hereunder only to an organization able to carry out the obligations contained herein, and which encompasses the purposes set forth in this Easement. Any transfer or assignment of benefits by the Township, its successors or assigns, must require the transferee or assignee to carry out the purpose of this Easement.

B. In the event the Township's rights under this Easement shall be assigned or terminated in accordance with Sections 6.E, 6.G, 11 or 16.A hereof, the Township's rights and duties hereunder shall become vested in and fall upon one of the following named entities, or such other organization as may then be designated by Owners or their designee, or a court of competent jurisdiction as the case may be, to the extent such entity shall evidence acceptance of and agree to carry out the obligations contained herein:

- (i) Natural Lands Trust;
- (ii) Brandywine Conservancy;
- (iii) Chester County, a political subdivision of the Commonwealth of Pennsylvania;
- (iv) Commonwealth of Pennsylvania; or
- (v) Such other organizations as may be designated under the doctrine of *cy pres* by a court of competent jurisdiction; provided, however, that at the time of such designation, such entity shall be an organization as described in Section 16.A. above.

17. COAL INTERESTS

The following notice is given to and accepted by the Owners and the Township for the purpose and with the intention of compliance with the requirements of the Conservation and Preservation Easements Act. Nothing herein shall imply the presence or absence of workable coal seams or the severance of coal interest from the Affected Parcels.

NOTICE: This Easement may impair the development of coal interests, including workable coal seams or coal interests which have been severed from the Affected Parcels.



18. COUNTERPARTS

This Easement may be signed in two or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed agreement and shall be considered a single document. The parties intend that a fully executed Easement containing the signatures (original or photocopied) of all of the parties shall be binding on the parties.

[SIGNATURE PAGE TO FOLLOW]

Unofficial Copy



MEMORIAL LAW OFFICE

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Page 16 of 47
B-7308 P-139

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IN WITNESS WHEREOF, and again stating their intention to be legally bound hereby, the said parties have hereunto set their hands and respective seals on the day and year first above written.

[Signature]
Witness

OWNERS:

[Signature] (Seal)
George Strawbridge, Jr.

**MELLON BANK, N.A., GEORGE BAXTER,
AND REDMOND STEWART
STRAWBRIDGE, TRUSTEES UNDER DEED
OF GEORGE STRAWBRIDGE, JR, DATED
JANUARY 20, 1971**

Attest: [Signature]
Name: JENNY GADBERRY
Title: A.V.P.

By: [Signature] (Seal)
Name: Janet M. Voltz
Title: Vice President

[Signature]
Witness

[Signature] (Seal)
George Baxter, Trustee

[Signature]
Witness

[Signature] (Seal)
Redmond Stewart Strawbridge, Trustee

[Signature]
Witness

TOWNSHIP:
[Signature] (Seal)
F. Palmer Durborow, Chairman

[Signature]
Witness

[Signature] (Seal)
Estace Walters, Vice Chairman

[Signature]
Witness

[Signature] (Seal)
Albert Jezyk, Jr., Supervisor

State of DELAWARE }

County of NEW CASTLE }

} ss.

BE IT REMEMBERED, That on this 25th day of October in the year of our LORD, two thousand and seven (2007), personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, GEORGE STRAWBRIDGE, JR., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained

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

Karen A. McElwee

Notary Public

Printed Name of Notary: Karen A. McElwee

Date Commission Expires: Oct. 17, 2011

State of Pennsylvania }

County of Philadelphia }

} ss.

BE IT REMEMBERED, That on this 29th day of October in the year of our LORD, two thousand and seven (2007), personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, JANET M. VOLTZ, VICE PRESIDENT of MELLON BANK, N.A., TRUSTEE UNDER DEED OF GEORGE STRAWBRIDGE, JR, DATED JANUARY 20, 1971, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed and the act and deed of said corporation, in its capacity as Trustee as aforesaid.

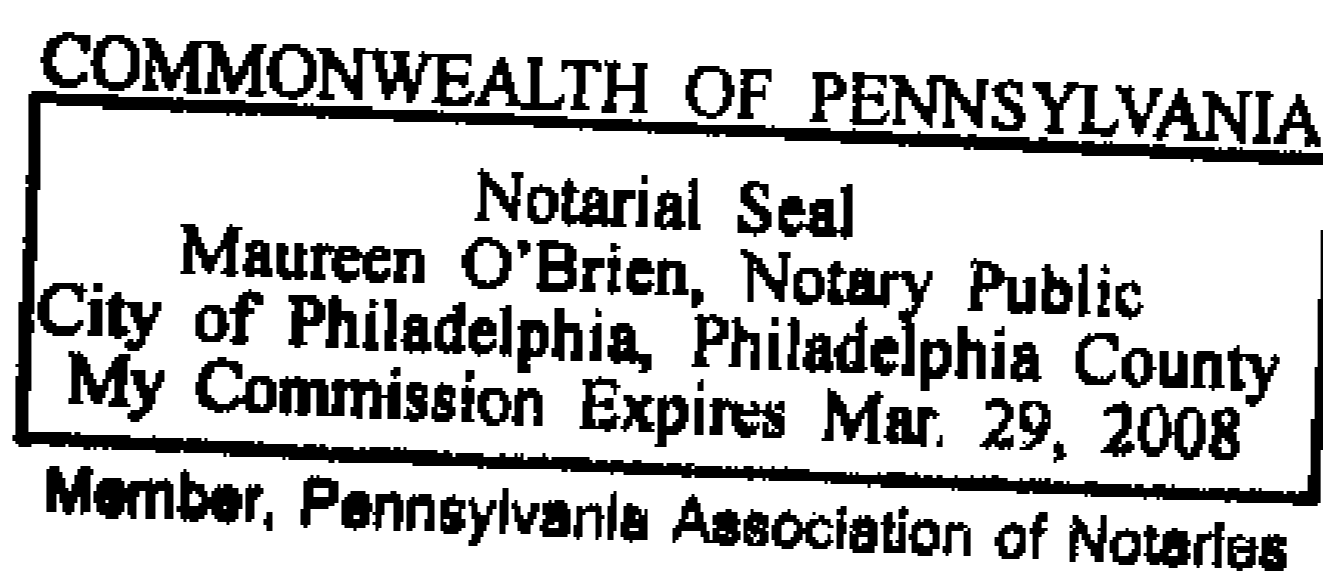
IN WITNESS WHEREOF, I hereunto set my Hand and official seal.

Maureen O'Brien

Notary Public

Printed Name of Notary:

Date Commission Expires:



State of DELAWARE }
County of NEW CASTLE } ss.

BE IT REMEMBERED, That on this 25th day of October in the year of our LORD, two thousand and seven (2007), personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, GEORGE BAXTER, TRUSTEE UNDER DEED OF GEORGE STRAWBRIDGE, JR, DATED JANUARY 20, 1971, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed, in his capacity as Trustee as aforesaid.

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

Karen A. Mc Elwee

Notary Public

Printed Name of Notary: Karen A. McELWEE

Date Commission Expires: Oct. 17, 2011

State of DELAWARE }
County of NEW CASTLE } ss.

BE IT REMEMBERED, That on this 25th day of October in the year of our LORD, two thousand and seven (2007), personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, REDMOND STEWART STRAWBRIDGE, TRUSTEE UNDER DEED OF GEORGE STRAWBRIDGE, JR, DATED JANUARY 20, 1971, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed, in her capacity as Trustee as aforesaid.

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

Karen A. Mc Elwee

Notary Public

Printed Name of Notary: Karen A. McELWEE

Date Commission Expires: Oct. 17, 2011



State of Pennsylvania }
County of Chester } ss.

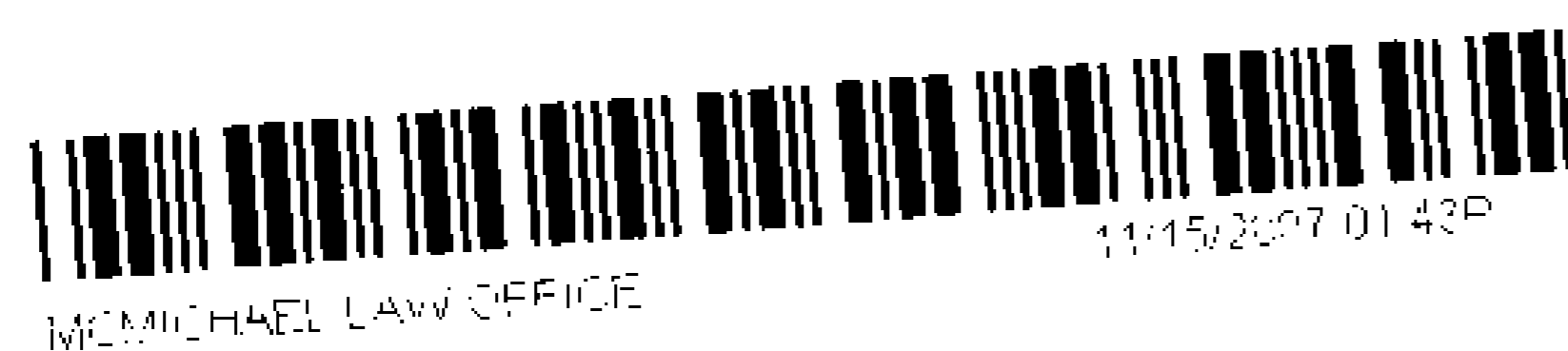
BE IT REMEMBERED, That on this 25th day of October in the year of our LORD, two thousand and seven (2007), personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, F. Palmer Durborow, Estace Walters, and ~~Albert Jczyk, Jr.~~, being the members of the Board of Supervisors of Elk Township, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained on behalf of said Township.

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

Mary Costello Miller
Notary Public
Printed Name of Notary:

Date Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Costello Miller, Notary Public
Oxford Boro, Chester County
My Commission Expires Feb. 2, 2008
Member, Pennsylvania Association Of Notaries



10802863
Page 19 of 47
B-7308 P-139

“EXHIBIT A”

Springlawn Road Trail Plan

Unofficial Copy



MC MICHAEL LAW OFFICE

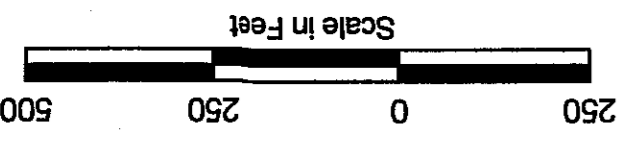
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Page 20 of 47
B-7308 P-139

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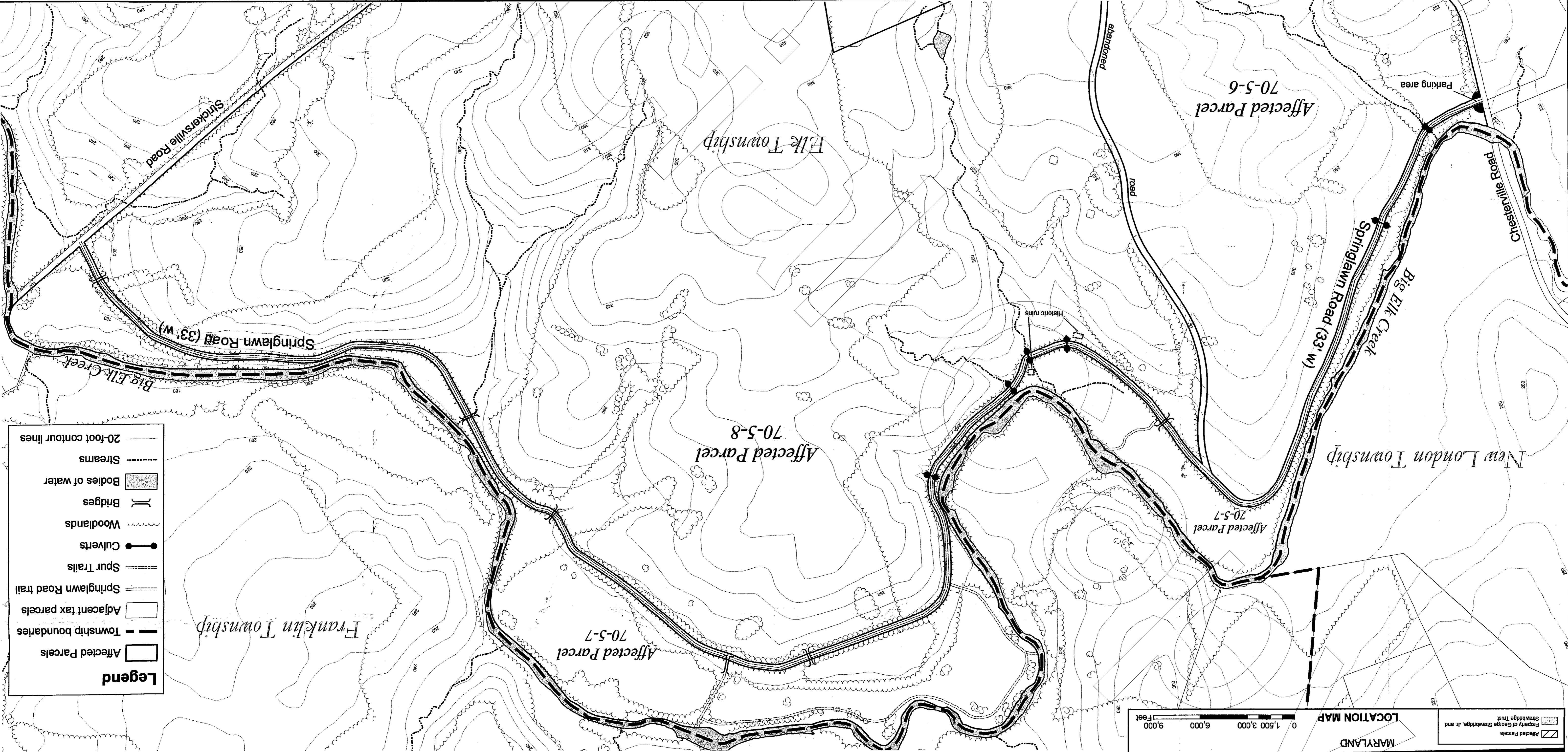
Exhibit A
Springlawn Road Trail Plan
 Lands of
 George Strawbridge, Jr. and Mellon Bank,
 Trustees under Deed of George Strawbridge, Jr.
 Dated January 20, 1971 (Strawbridge Trust)
 Affected Parcels # 70-5-6, 70-5-7, and 70-5-8
 Elk Township
 Chester County, PA

NOTES:
 -The Property of G. Strawbridge, Jr. and Strawbridge Trust consists of 18 tax parcels (70-5-6, 70-5-7, 70-5-8, 70-5-15, 70-5-13, 71-4-32.3, 72-6-1, 72-6-4, 72-6-10, 72-6-14, 72-7-11, 72-7-11A, 72-7-11B, 72-7-11C, 72-7-11D, 72-7-11E, 72-7-11F, and 72-7-13) that together total approximately 1718 acres, based on Tax Parcel data.
 -The Affected Parcels consist of Tax parcels 70-5-6, 70-5-7, and 70-5-8, and together total approximately 515 acres.
 -Tax parcels, municipal boundaries, roads, and hydrology from CHESCO GIS Data Distribution CD, 2005.
 -Woodlands digitized from PECO, ADR aerial photography, 2000.
 -The locations of the Spur Trails are approximate.
 -The locations of the Parking Area, Culverts, Bridges, and Historic Ruins are approximate and are based on field observations, and may not constitute all such existing improvements. Other improvements such as fences and barns are not shown.

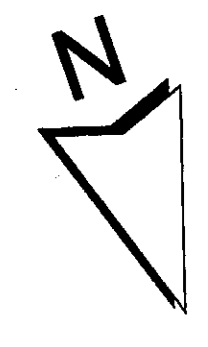
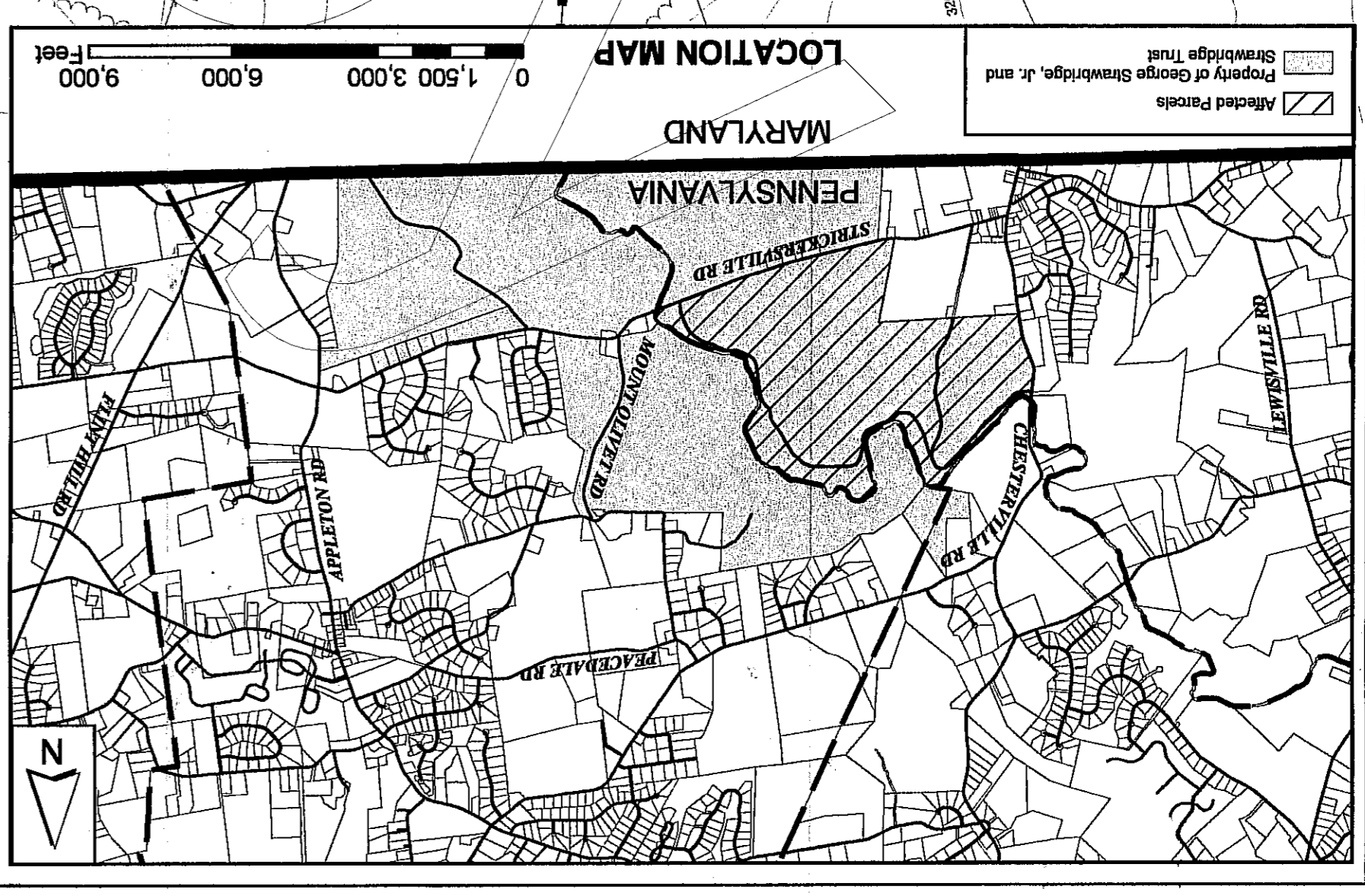


Brandywine Conservancy
 Environmental Management Center
 2100 Blue Bell, Chester County, Pennsylvania 19327 (610) 388-2700

Revision:	MJD	05/03/05
Revision:	MJD	04/25/05
Revision:	MJD	04/13/05
Dwg. No.:	BC-629.06	2003
Dwg. By:	MJD	
Date:		10/22/03



- Legend**
- Affected Parcels
 - Township boundaries
 - Adjacent tax parcels
 - Springlawn Road trail
 - Spur Trails
 - Culverts
 - Woodlands
 - Bridges
 - Bodies of water
 - Streams
 - 20-foot contour lines

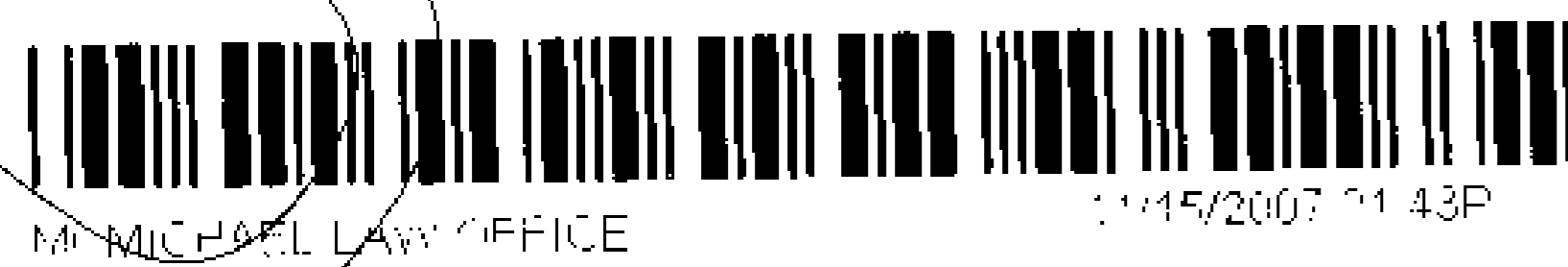


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“EXHIBIT B”

Plan of Springlawn Road

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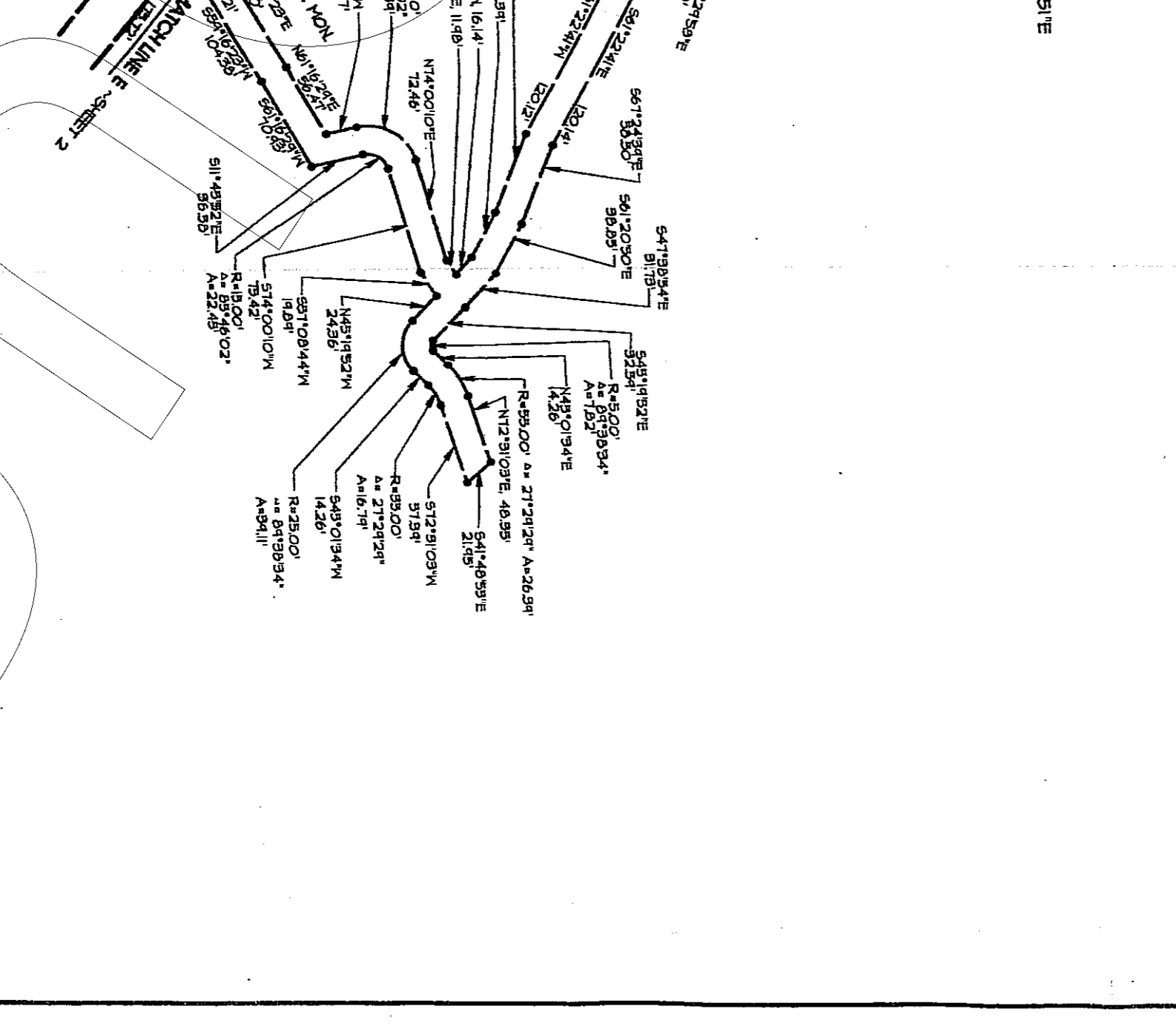
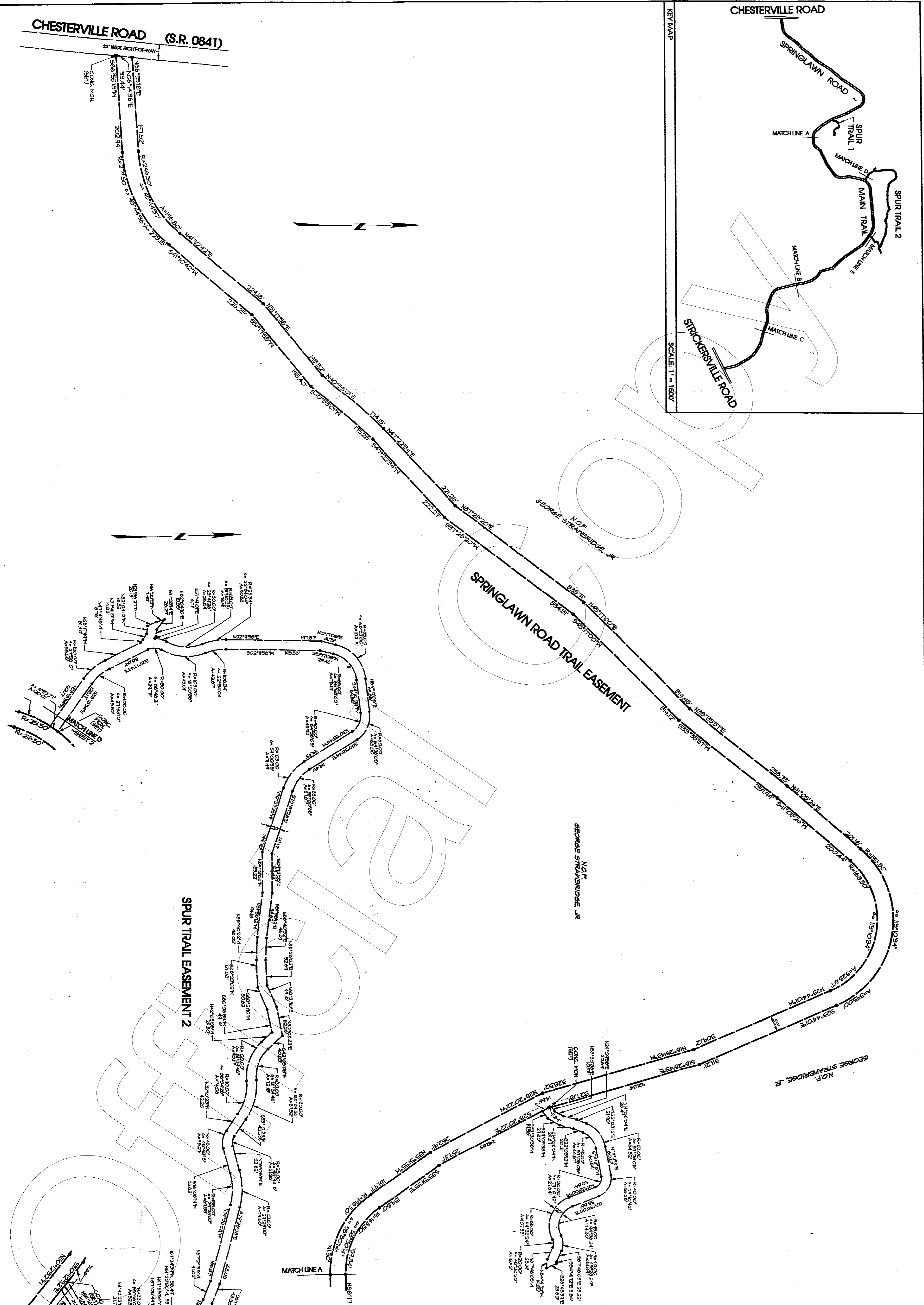
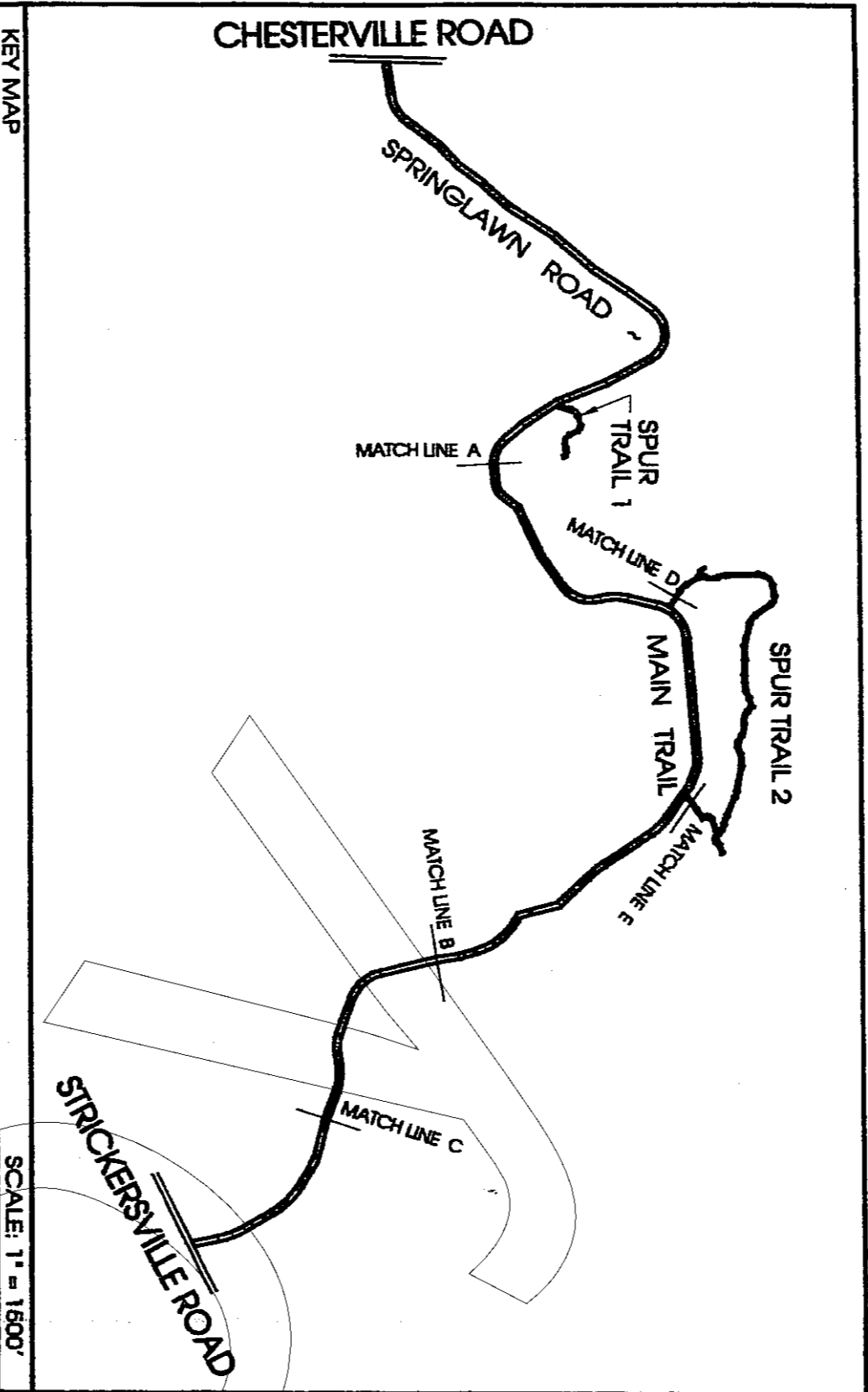


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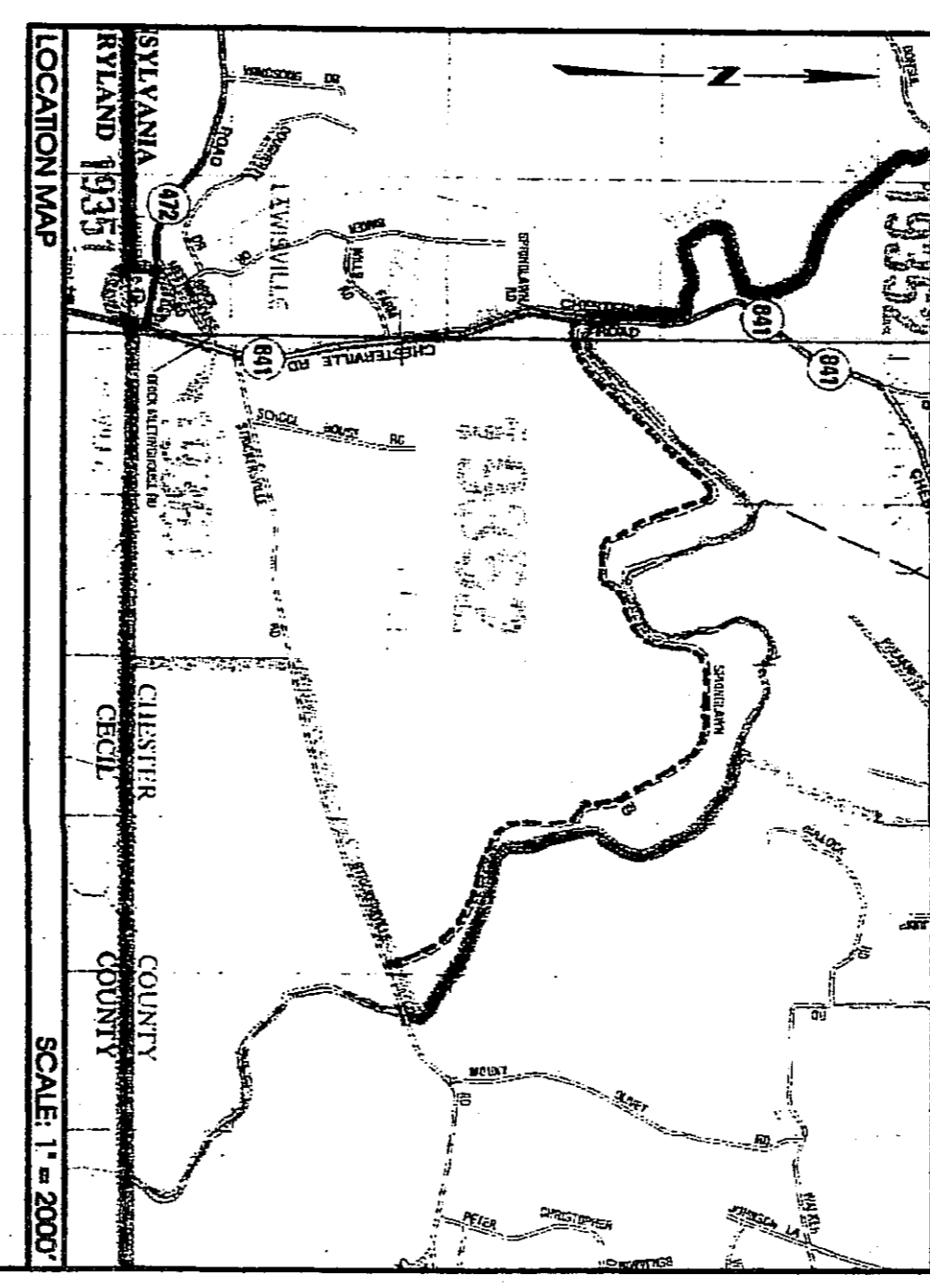
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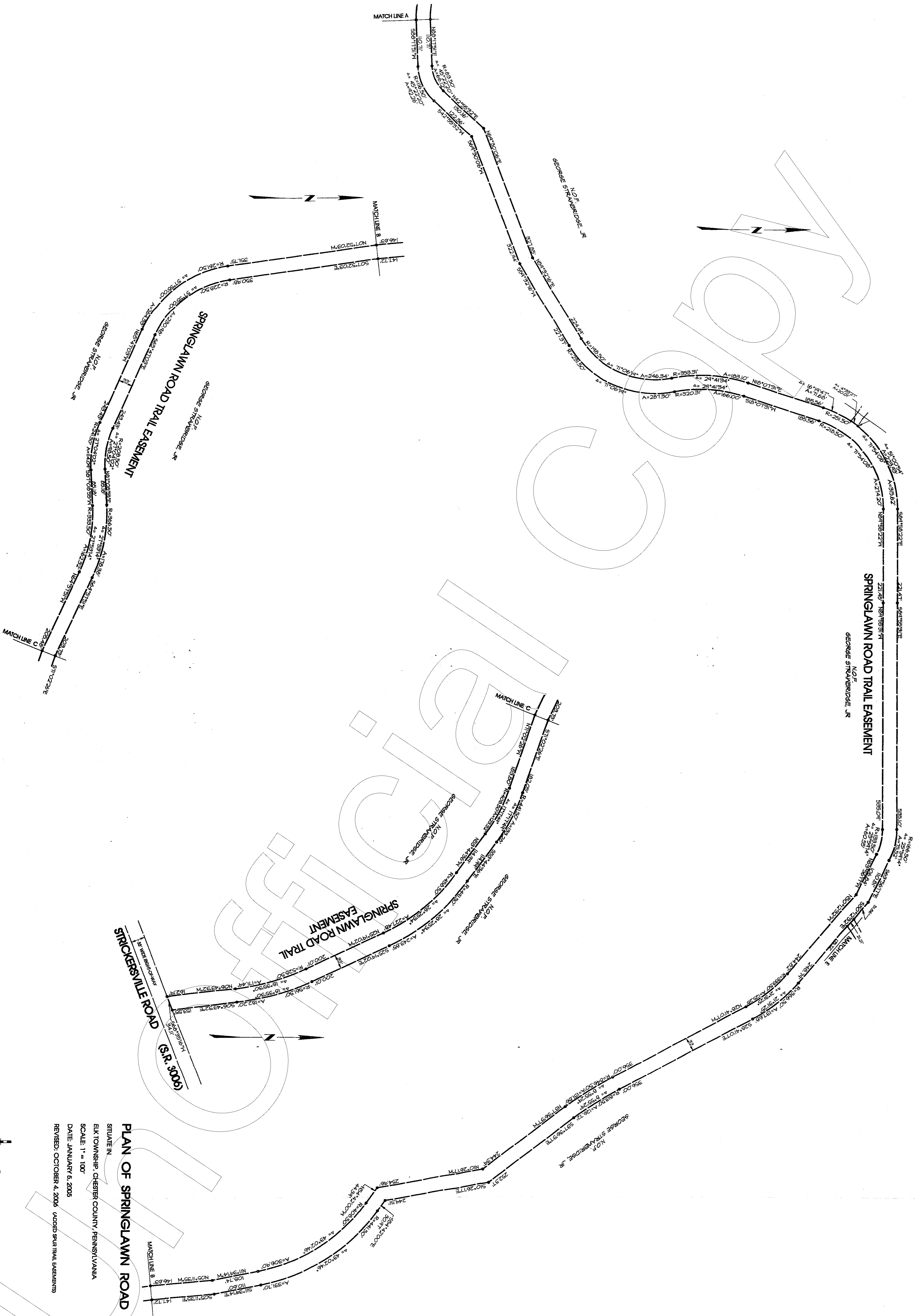
File: 27-1141
B-7308 P-139



NOTES:
 1. All data on this plan, including, but not limited to, any claims against title that may be disclosed by a title search/report.
 2. Coordinates and accuracy of location and depth of underground utilities are shown for information only. The location and depth of underground utilities and facilities must be verified prior to any earth moving activities as per Act 161 of 1986.



Crossman - Raimundo, Inc.
 Professional Land Surveyors
 50 Redwood Avenue, Suite 2, West Grove, PA 19380
 Project No. 105



Crossin - Rahnato, Inc.
Professional Land Surveyors
50 Railroad Avenue, Suite 2, Mill Grove, PA 17340
Project No. 108

PLAN OF SPRINGLAWN ROAD
SITUATE IN
ELK TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA
SCALE: 1" = 100'
DATE: JANUARY 6, 2005
REVISED: OCTOBER 4, 2005 (ADDENDUM SPUR TRAIL EASEMENT)

“EXHIBIT C”

Legal Description of Springlawn Road and the Spur Trails

Unofficial Copy



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10802863
Page 25 of 41
B-7308 P-139

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October 4, 2006

The following is a description of All That Certain Parcel of Land being the 33 feet wide Right of Way of Springlawn Road, T-354 situate in Elk Township, Chester County, Pennsylvania as shown on the Plan of Springlawn Road prepared by Crossan-Raimato, Inc., Professional Land Surveyors (project number 1186) dated January 5, 2005 and last revised October 4, 2006. Said Property being more particularly bounded and described as follows:

Beginning at a concrete monument (set) marking the intersection of the southerly Right of Way Line of the said Springlawn Road, T-354 (at 33 feet wide) with the easterly Right of Way Line of Chesterville Road, SR 0841 (at 33 feet wide); thence from the said point of Beginning and by the said easterly Right of Way Line of Chesterville Road, North 6 Degrees 14 Minutes 36 Seconds East, a distance of 33.44 feet to a point on the northerly Right of Way Line of the said Springlawn Road; thence continuing around the perimeter of the said 33 feet wide Right of Way of Spring Lawn Road by the following various courses and distances:

North 86 Degrees 55 Minutes 18 Seconds East, a distance of 197.52 feet to the point of curvature of a tangent curve, concave to the northwest, having a radius of 246.50 feet and a central angle of 45 Degrees 44 Minutes 37 Seconds; thence East along said curve, a distance of 196.80 feet, curving to the left; thence North 41 Degrees 10 Minutes 42 Seconds East, a distance of 229.18 feet; thence North 51 Degrees 17 Minutes 58 Seconds East, a distance of 193.32 feet; thence North 40 Degrees 53 Minutes 01 Seconds East, a distance of 174.15 feet; thence North 47 Degrees 22 Minutes 34 Seconds East, a distance of 221.28 feet; thence North 37 Degrees 28 Minutes 20 Seconds East, a distance of 333.71 feet; thence North 45 Degrees 17 Minutes 00 Seconds East, a distance of 314.45 feet; thence North 38 Degrees 35 Minutes 37 Seconds East, a distance of 258.73 feet; thence North 41 Degrees 05 Minutes 26 Seconds East, a distance of 201.16 feet to the point of curvature of a tangent curve, concave to the south, having a radius of 196.50 feet and a central angle of 115 Degrees 10 Minutes 34 Seconds; thence Northeast along said curve, a distance of 395.00 feet, curving to the right; thence South 23 Degrees 44 Minutes 01 Seconds East, a distance of 311.21 feet; thence South 16 Degrees 28 Minutes 43 Seconds East, passing over a concrete monument (set) at 321.34 feet distant marking the intersection of the northerly Right of Way Line of Springlawn Road with the northerly side of Spur Trail Easement 1 as shown on the above referenced Plan, a total distance of 327.18 feet; thence South 28 Degrees 20 Minutes 22 Seconds East, a distance of 257.31 feet; thence South 35 Degrees 51 Minutes 55 Seconds East, a distance of 159.80 feet to the point of curvature of a tangent curve, concave to the northeast, having a radius of 163.50 feet a central angle of 55 Degrees 50 Minutes 14 Seconds; thence Southeast along said curve, a distance of 159.34 feet; thence North 88 Degrees 17 Minutes 51 Seconds East, a distance of 110.57 feet to the point of curvature of a tangent curve, concave to the northwest, having a radius of 83.50 feet and a central angle of 45 Degrees 22 Minutes 20 Seconds; thence East along said curve, a distance of 66.12 feet, curving to the left; thence North 42 Degrees 55 Minutes 32 Seconds East, a distance of 130.16 feet; thence North 69 Degrees 30 Minutes 06 Seconds East, a distance of 327.85 feet; thence North 59 Degrees 32 Minutes 16 Seconds East, a distance of 224.49 feet to the point of curvature of a



10802863
Page 2 of 42
B-7308 P-139

tangent curve, concave to the northwest, having a radius of 198.50 feet and a central angle of 71 Degrees 06 Minutes 19 Seconds; thence Northeast along said curve, a distance of 246.34 feet, curving to the left to the point of curvature of a reverse curve, concave to the east, having a radius of 353.31 feet a central angle of 29 Degrees 41 Minutes 34 Seconds, and a chord of 181.06 feet bearing North 3 Degrees 16 Minutes 44 Seconds East; thence North along said curve, a distance of 183.10 feet; thence North 18 Degrees 07 Minutes 31 Seconds East, a distance of 185.56 feet to the point of curvature of a tangent curve, concave to the southeast, having a radius of 251.50 feet and a central angle of 71 Degrees 54 Minutes 08 Seconds; thence North along said curve, passing over a concrete monument (set) at 91.69 feet distant along said curve, marking the intersection of the northerly Right of Way Line of Springlawn Road with the westerly side of Spur Trail Easement 2 (at 20 feet wide), a total distance of 315.62 feet, curving to the right; thence South 89 Degrees 58 Minutes 22 Seconds East, a distance of 221.47 feet; thence South 89 Degrees 55 Minutes 31 Seconds East, a distance of 535.10 feet to the point of curvature of a tangent curve, concave to the south, having a radius of 166.50 feet and a central angle of 25 Degrees 59 Minutes 14 Seconds; thence East along said curve, a distance of 75.52 feet, curving to the right; thence South 63 Degrees 56 Minutes 17 Seconds East, a distance of 110.81 feet; thence South 50 Degrees 12 Minutes 32 Seconds East, passing over a concrete monument (set) at 51.86 feet distant marking the intersection of the northerly Right of Way Line of Springlawn Road with the westerly side of Spur Trail Easement 2 (at 20 feet wide), a total distance of 248.79 feet to the point of curvature of a tangent curve, concave to the southwest, having a radius of 366.50 feet and a central angle of 21 Degrees 31 Minutes 25 Seconds; thence Southeast along said curve, a distance of 137.68 feet, curving to the right; thence South 28 Degrees 41 Minutes 07 Seconds East, a distance of 356.00 feet to the point of curvature of a tangent curve, concave to the northeast, having a radius of 813.50 feet and a central angle of 8 Degrees 55 Minutes 29 Seconds; thence Southeast along said curve, a distance of 126.72 feet, curving to the left; thence South 37 Degrees 36 Minutes 37 Seconds East, a distance of 252.37 feet; thence South 10 Degrees 26 Minutes 17 Seconds East, a distance of 249.51 feet; thence South 54 Degrees 42 Minutes 00 Seconds East, a distance of 30.97 feet to the point of curvature of a tangent curve, concave to the southwest, having a radius of 441.50 feet and a central angle of 43 Degrees 02 Minutes 46 Seconds; thence Southeast along said curve, a distance of 331.70 feet, curving to the right; thence South 11 Degrees 39 Minutes 14 Seconds East, a distance of 110.60 feet; thence South 5 Degrees 11 Minutes 35 Seconds East, a distance of 147.72 feet; thence South 7 Degrees 52 Minutes 03 Seconds East, a distance of 350.98 feet to the point of curvature of a tangent curve, concave to the northeast, having a radius of 228.50 feet and a central angle of 57 Degrees 55 Minutes 00 Seconds; thence South along said curve, a distance of 230.98 feet, curving to the left; thence South 65 Degrees 47 Minutes 03 Seconds East, a distance of 243.43 feet to the point of curvature of a tangent curve, concave to the north, having a radius of 208.50 feet and a central angle of 27 Degrees 04 Minutes 02 Seconds; thence Southeast along said curve, a distance of 98.50 feet, curving to the left; thence North 87 Degrees 08 Minutes 55 Seconds East, a distance of 85.18 feet to the point of curvature of a tangent curve, concave to the south, having a radius of 366.50 feet and a central angle of 27 Degrees 53 Minutes 14 Seconds; thence East along said curve, a distance of 178.38 feet, curving to the right; thence South 64 Degrees 57 Minutes 51 Seconds East, a distance of



10802863

Page 17 of 42

B-7308 P-139

203.73 feet; thence South 71 Degrees 02 Minutes 26 Seconds East, a distance of 182.05 feet to the point of curvature of a tangent curve, concave to the southwest, having a radius of 441.50 feet and a central angle of 17 Degrees 17 Minutes 49 Seconds; thence East along said curve, a distance of 133.28 feet, curving to the right; thence South 53 Degrees 44 Minutes 36 Seconds East, a distance of 114.99 feet to the point of curvature of a tangent curve, concave to the southwest, having a radius of 491.50 feet and a central angle of 28 Degrees 25 Minutes 34 Seconds; thence Southeast along said curve, a distance of 243.85 feet, curving to the right; thence South 25 Degrees 19 Minutes 02 Seconds East, a distance of 200.01 feet to the point of curvature of a tangent curve, concave to the west, having a radius of 561.50 feet and a central angle of 18 Degrees 35 Minutes 30 Seconds; thence Southeast along said curve, a distance of 182.20 feet, curving to the right; thence South 6 Degrees 43 Minutes 32 Seconds East, a distance of 153.55 feet to a point on the northerly Right of Way Line of Strickersville Road, S.R. 3006 (at 33 feet wide); thence along the said Right of Way Line, South 68 Degrees 35 Minutes 16 Seconds West, a distance of 34.11 feet to a point on the southerly Right of Way Line of the said Springlawn Road; thence leaving the said Right of Way Line of Strickersville Road, North 6 Degrees 43 Minutes 32 Seconds West, a distance of 162.19 feet to the point of curvature of a tangent curve, concave to the west, having a radius of 528.50 feet and a central angle of 18 Degrees 35 Minutes 30 Seconds; thence North along said curve, a distance of 171.49 feet, curving to the left; thence North 25 Degrees 19 Minutes 02 Seconds West, a distance of 200.01 feet to the point of curvature of a tangent curve, concave to the southwest, having a radius of 458.50 feet and a central angle of 28 Degrees 25 Minutes 34 Seconds; thence Northwest along said curve, a distance of 227.48 feet, curving to the left; thence North 53 Degrees 44 Minutes 36 Seconds West, a distance of 114.99 feet to the point of curvature of a tangent curve, concave to the southwest, having a radius of 408.50 feet and a central angle of 17 Degrees 17 Minutes 49 Seconds; thence Northwest along said curve, a distance of 123.32 feet, curving to the left; thence North 71 Degrees 02 Minutes 26 Seconds West, a distance of 183.80 feet; thence North 64 Degrees 57 Minutes 51 Seconds West, a distance of 205.48 feet to the point of curvature of a tangent curve, concave to the south, having a radius of 333.50 feet and a central angle of 27 Degrees 53 Minutes 14 Seconds; thence Northwest along said curve, a distance of 162.32 feet, curving to the left; thence South 87 Degrees 08 Minutes 55 Seconds West, a distance of 85.18 feet to the point of curvature of a tangent curve, concave to the north, having a radius of 241.50 feet and a central angle of 27 Degrees 04 Minutes 02 Seconds; thence West along said curve, a distance of 114.09 feet, curving to the right; thence North 65 Degrees 47 Minutes 03 Seconds West, a distance of 243.43 feet to the point of curvature of a tangent curve, concave to the northeast, having a radius of 261.50 feet and a central angle of 57 Degrees 55 Minutes 00 Seconds; thence Northwest along said curve, a distance of 264.33 feet, curving to the right; thence North 7 Degrees 52 Minutes 03 Seconds West, a distance of 351.75 feet; thence North 5 Degrees 11 Minutes 35 Seconds West, a distance of 146.63 feet; thence North 11 Degrees 39 Minutes 14 Seconds West, a distance of 108.74 feet to the point of curvature of a tangent curve, concave to the southwest, having a radius of 408.50 feet and a central angle of 43 Degrees 02 Minutes 46 Seconds; thence North along said curve, a distance of 306.90 feet, curving to the left; thence North 54 Degrees 42 Minutes 00 Seconds West, a distance of 44.39 feet; thence North 10 Degrees 26 Minutes 17 Seconds West, a distance of 254.96



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Page 28 of 30

feet; thence North 37 Degrees 36 Minutes 37 Seconds West, a distance of 244.39 feet to the point of curvature of a tangent curve, concave to the northeast, having a radius of 846.50 feet and a central angle of 8 Degrees 55 Minutes 29 Seconds; thence Northwest along said curve, a distance of 131.86 feet, curving to the right; thence North 28 Degrees 41 Minutes 07 Seconds West, a distance of 356.00 feet to the point of curvature of a tangent curve, concave to the southwest, having a radius of 333.50 feet and a central angle of 21 Degrees 31 Minutes 25 Seconds; thence Northwest along said curve, a distance of 125.28 feet, curving to the left; thence North 50 Degrees 12 Minutes 32 Seconds West, a distance of 244.82 feet; thence North 63 Degrees 56 Minutes 17 Seconds West, a distance of 106.84 feet to the point of curvature of a tangent curve, concave to the south, having a radius of 133.50 feet and a central angle of 25 Degrees 59 Minutes 14 Seconds; thence Northwest along said curve, a distance of 60.55 feet, curving to the left; thence North 89 Degrees 55 Minutes 31 Seconds West, a distance of 535.09 feet; thence North 89 Degrees 58 Minutes 22 Seconds West, a distance of 221.45 feet to the point of curvature of a tangent curve, concave to the southeast, having a radius of 218.50 feet and a central angle of 71 Degrees 54 Minutes 08 Seconds; thence West along said curve, a distance of 274.20 feet, curving to the left; thence South 18 Degrees 07 Minutes 31 Seconds West, a distance of 185.56 feet to the point of curvature of a tangent curve, concave to the east, having a radius of 320.31 feet and a central angle of 29 Degrees 41 Minutes 34 Seconds; thence South along said curve, a distance of 166.00 feet, curving to the left to the point of curvature of a reverse curve, concave to the northwest, having a radius of 231.50 feet a central angle of 71 Degrees 06 Minutes 19 Seconds, and a chord of 269.21 feet bearing North 23 Degrees 59 Minutes 07 Seconds East; thence South along said curve, a distance of 287.30 feet; thence South 59 Degrees 32 Minutes 16 Seconds West, a distance of 227.37 feet; thence South 69 Degrees 30 Minutes 06 Seconds West, a distance of 322.94 feet; thence South 42 Degrees 55 Minutes 32 Seconds West, a distance of 122.36 feet to the point of curvature of a tangent curve, concave to the northwest, having a radius of 116.50 feet and a central angle of 45 Degrees 22 Minutes 20 Seconds; thence Southwest along said curve, a distance of 92.26 feet, curving to the right; thence South 88 Degrees 17 Minutes 51 Seconds West, a distance of 110.57 feet to the point of curvature of a tangent curve, concave to the northeast, having a radius of 196.50 feet and a central angle of 55 Degrees 50 Minutes 14 Seconds; thence West along said curve, a distance of 191.50 feet, curving to the right; thence North 35 Degrees 51 Minutes 55 Seconds West, a distance of 161.97 feet; thence North 28 Degrees 20 Minutes 22 Seconds West, a distance of 262.91 feet; thence North 16 Degrees 28 Minutes 43 Seconds West, a distance of 328.52 feet; thence North 23 Degrees 44 Minutes 01 Seconds West, a distance of 309.12 feet to the point of curvature of a tangent curve, concave to the south, having a radius of 163.50 feet and a central angle of 115 Degrees 10 Minutes 34 Seconds; thence Northwest along said curve, a distance of 328.67 feet, curving to the left; thence South 41 Degrees 05 Minutes 26 Seconds West, a distance of 200.44 feet; thence South 38 Degrees 35 Minutes 57 Seconds West, a distance of 259.94 feet; thence South 45 Degrees 17 Minutes 00 Seconds West, a distance of 314.12 feet; thence South 37 Degrees 28 Minutes 20 Seconds West, a distance of 334.31 feet; thence South 47 Degrees 22 Minutes 34 Seconds West, a distance of 222.27 feet; thence South 40 Degrees 53 Minutes 01 Seconds West, a distance of 175.28 feet; thence South 51 Degrees 17 Minutes 58



Seconds West, a distance of 193.40 feet; thence South 41 Degrees 10 Minutes 42 Seconds West, a distance of 226.25 feet to the point of curvature of a tangent curve, concave to the northwest, having a radius of 279.50 feet and a central angle of 45 Degrees 44 Minutes 36 Seconds; thence Southwest along said curve, a distance of 223.15 feet, curving to the right; thence South 86 Degrees 55 Minutes 18 Seconds West, a distance of 202.94 feet to the first mentioned point and place of Beginning.

Be the contents thereof what they may.



MEMICHAEL LAW OFFICE

11/15/2007 01:43P

10802863

Page 30 of 42

B-7308 P-139

October 4, 2006

The following is a description of All That Certain Parcel of Land being Spur Trail Easement 1, at 20 feet wide, located on the northerly side of Springlawn Road, T-354 situate in Elk Township, Chester County, Pennsylvania as shown on the Plan of Springlawn Road prepared by Crossan-Raimato, Inc., Professional Land Surveyors (project number 1186) dated January 5, 2005 and last revised October 4, 2006. Said Property being more particularly bounded and described as follow:

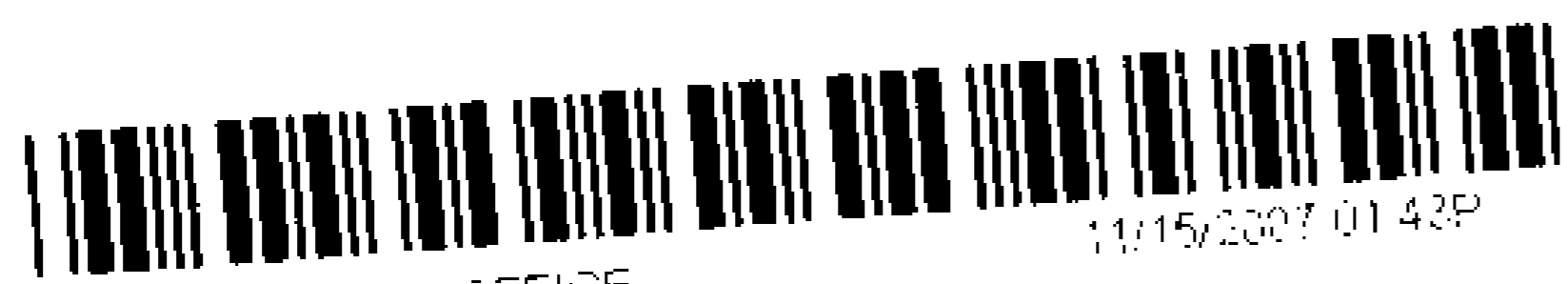
Beginning at a concrete monument (set) marking intersection of the northerly side of Spur Trail Easement 1 (at 20 feet wide) with the northeasterly Right of Way Line of Springlawn Road, T-354 (at 33 feet wide); thence around the perimeter of the said Spur Trail Easement 1 as follows by the various courses and distances:
North 53 Degrees 30 Minutes 38 Seconds East, a distance of 10.99 feet; thence North 29 Degrees 09 Minutes 58 Seconds East, a distance of 20.64 feet; thence North 14 Degrees 06 Minutes 04 Seconds East, a distance of 28.41 feet; thence North 22 Degrees 03 Minutes 12 Seconds East, a distance of 21.90 feet to the point of curvature of a tangent curve, concave to the southeast, having a radius of 65.00 feet and a central angle of 57 Degrees 08 Minutes 06 Seconds; thence North along said curve, a distance of 64.82 feet, curving to the right; thence North 79 Degrees 11 Minutes 18 Seconds East, a distance of 60.69 feet to the point of curvature of a tangent curve, concave to the southwest, having a radius of 40.00 feet and a central angle of 79 Degrees 10 Minutes 42 Seconds; thence East along said curve, a distance of 55.28 feet, curving to the right; thence South 21 Degrees 38 Minutes 00 Seconds East, a distance of 58.66 feet to the point of curvature of a tangent curve, concave to the north, having a radius of 45.00 feet and a central angle of 94 Degrees 36 Minutes 24 Seconds; thence South along said curve, a distance of 74.30 feet, curving to the left to the point of curvature of a reverse curve, concave to the south, having a radius of 40.00 feet a central angle of 48 Degrees 28 Minutes 20 Seconds, and a chord of 32.84 feet bearing North 87 Degrees 59 Minutes 45 Seconds East; thence Northeast along said curve, a distance of 33.84 feet; thence South 67 Degrees 46 Minutes 05 Seconds East, a distance of 25.22 feet; thence South 84 Degrees 41 Minutes 12 Seconds East, a distance of 3.84 feet thence South 26 Degrees 45 Minutes 39 Seconds East, a distance of 23.60 feet; thence North 84 Degrees 41 Minutes 12 Seconds West, a distance of 19.35 feet; thence North 67 Degrees 46 Minutes 05 Seconds West, a distance of 28.19 feet to the point of curvature of a tangent curve, concave to the south, having a radius of 20.00 feet and a central angle of 48 Degrees 28 Minutes 20 Seconds; thence West along said curve, a distance of 16.92 feet, curving to the left to the point of curvature of a reverse curve, concave to the north, having a radius of 65.00 feet a central angle of 94 Degrees 36 Minutes 24 Seconds, and a chord of 95.54 feet bearing North 68 Degrees 56 Minutes 13 Seconds West; thence Southwest along said curve, a distance of 107.33 feet; thence North 21 Degrees 38 Minutes 00 Seconds West, a distance of 58.66 feet to the point of curvature of a tangent curve, concave to the southwest, having a radius of 20.00 feet and a central angle of 79 Degrees 10 Minutes 42 Seconds; thence North along said curve, a distance of 27.64 feet, curving to the left; thence South 79 Degrees 11 Minutes 18 Seconds West, a distance of 60.69 feet to the point of curvature of a tangent curve, concave to the southeast, having a radius of 45.00 feet and a central angle of 57



10802863
Page 31 of 42
B-7308 P-139

Degrees 08 Minutes 06 Seconds; thence West along said curve, a distance of 44.87 feet, curving to the left; thence South 22 Degrees 03 Minutes 12 Seconds West, a distance of 20.51 feet; thence South 14 Degrees 06 Minutes 04 Seconds West, a distance of 29.67 feet; thence South 29 Degrees 09 Minutes 58 Seconds West, a distance of 27.60 feet; thence South 53 Degrees 30 Minutes 38 Seconds West, a distance of 19.38 feet to a point marking the intersection of the southerly side of Spur Trail Easement 1 with the northeasterly Right of Way Line of aforementioned Springlawn Road; thence by the said Right of Way Line, North 28 Degrees 20 Minutes 22 Seconds West, a distance of 14.66 feet; thence continuing by the said Right of Way Line, North 16 Degrees 28 Minutes 43 Seconds West, a distance of 5.84 feet to the first mentioned point and place of Beginning.

Be the Contents thereof what they may.



MCMICHAEL LAW OFFICE

11/15/2007 01:42P

10802863

Page 22 of 42

B-7308 P-139

October 4, 2006

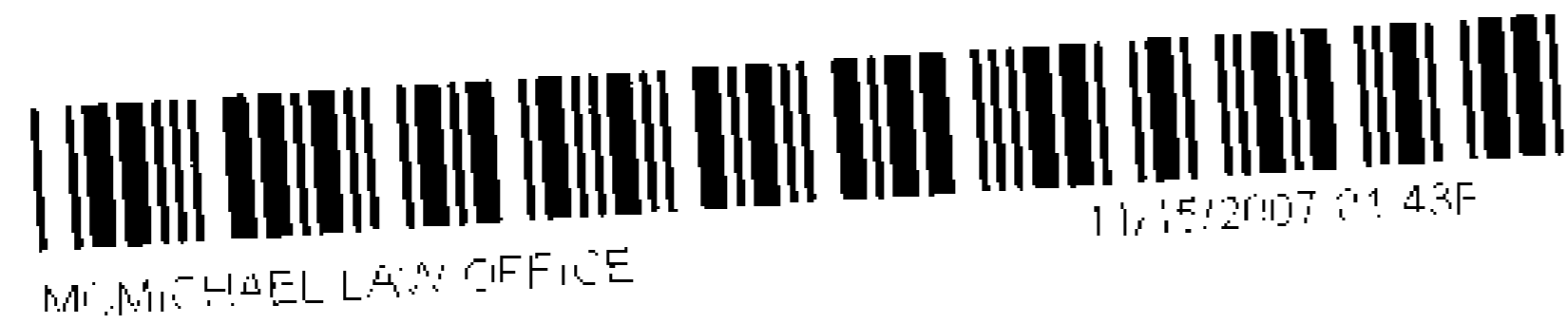
The following is a description of All That Certain Parcel of Land being Spur Trail Easement 2, at 20 feet wide, located on the northerly side of Springlawn Road, T-354 situate in Elk Township, Chester County, Pennsylvania as shown on the Plan of Springlawn Road prepared by Crossan-Raimato, Inc., Professional Land Surveyors (project number 1186) dated January 5, 2005 and last revised October 4, 2006. Said Property being more particularly bounded and described as follow:

Beginning at a point marking the intersection of the westerly side of Spur Trail Easement 2 (at 20 feet wide) with the northerly Right of Way Line of Springlawn Road, T-354 (at 33 feet wide); thence around the perimeter of the said Spur Trail Easement 2 as follows by the various courses and distances:

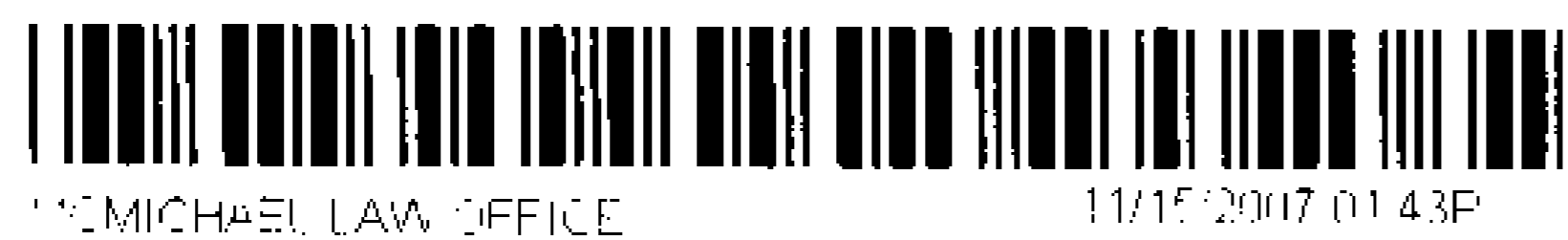
North 53 Degrees 15 Minutes 59 Seconds West, a distance of 122.17 feet to the point of curvature of a tangent curve, concave to the northeast, having a radius of 120.00 feet and a central angle of 27 Degrees 58 Minutes 10 Seconds; thence Northwest along said curve, a distance of 58.58 feet, curving to the right; thence North 25 Degrees 17 Minutes 49 Seconds West, a distance of 81.40 feet; thence North 47 Degrees 14 Minutes 38 Seconds West, a distance of 8.76 feet; thence North 57 Degrees 41 Minutes 01 Seconds West, a distance of 14.82 feet; thence North 82 Degrees 04 Minutes 10 Seconds West, a distance of 16.52 feet; thence North 21 Degrees 36 Minutes 27 Seconds West, a distance of 20.13 feet; thence North 16 Degrees 25 Minutes 15 Seconds West, a distance of 17.45 feet; thence South 51 Degrees 23 Minutes 14 Seconds East, a distance of 26.29 feet; thence South 82 Degrees 04 Minutes 10 Seconds East, a distance of 15.35 feet; thence South 57 Degrees 41 Minutes 01 Seconds East, a distance of 4.71 feet to the point of curvature of a non-tangent curve, concave to the east, having a radius of 50.00 feet a central angle of 28 Degrees 41 Minutes 28 Seconds, and a chord of 24.78 feet bearing North 17 Degrees 07 Minutes 48 Seconds East; thence North along said curve, a distance of 25.04 feet to the point of curvature of a reverse curve, concave to the west, having a radius of 85.00 feet a central angle of 51 Degrees 50 Minutes 38 Seconds, and a chord of 74.31 feet bearing North 5 Degrees 33 Minutes 13 Seconds East; thence Northeast along said curve, a distance of 76.91 feet to the point of curvature of a reverse curve, concave to the east, having a radius of 128.34 feet a central angle of 22 Degrees 34 Minutes 04 Seconds, and a chord of 50.22 feet bearing North 9 Degrees 05 Minutes 04 Seconds West; thence North along said curve, a distance of 50.55 feet; thence North 2 Degrees 11 Minutes 58 Seconds East, a distance of 197.87 feet; thence North 15 Degrees 17 Minutes 08 Seconds East, a distance of 31.75 feet to the point of curvature of a tangent curve, concave to the southeast, having a radius of 85.00 feet and a central angle of 68 Degrees 53 Minutes 00 Seconds; thence North along said curve, a distance of 102.19 feet, curving to the right; thence North 84 Degrees 10 Minutes 08 Seconds East, a distance of 69.88 feet to the point of curvature of a tangent curve, concave to the southwest, having a radius of 60.00 feet and a central angle of 64 Degrees 56 Minutes 08 Seconds; thence East along said curve, a distance of 68.00 feet, curving to the right; thence South 30 Degrees 53 Minutes 44 Seconds East, a distance of 119.45 feet to the point of curvature of a tangent curve, concave to the northeast, having a radius of 85.00 feet and a central angle of 39 Degrees 00 Minutes 38 Seconds; thence Southeast along said curve, a distance of 57.87 feet,



curving to the left; thence South 70 Degrees 37 Minutes 26 Seconds East, a distance of 141.17 feet; thence South 89 Degrees 12 Minutes 05 Seconds East, a distance of 83.22 feet; thence South 81 Degrees 58 Minutes 12 Seconds East, a distance of 94.62 feet; thence South 86 Degrees 40 Minutes 32 Seconds East, a distance of 46.37 feet; thence North 88 Degrees 23 Minutes 02 Seconds East, a distance of 52.69 feet; thence North 68 Degrees 21 Minutes 10 Seconds East, a distance of 49.15 feet; thence North 80 Degrees 08 Minutes 33 Seconds East, a distance of 62.23 feet; thence South 42 Degrees 05 Minutes 03 Seconds East, a distance of 40.83 feet to the point of curvature of a tangent curve, concave to the north, having a radius of 80.00 feet and a central angle of 51 Degrees 39 Minutes 46 Seconds; thence Southeast along said curve, a distance of 72.13 feet, curving to the left to the point of curvature of a reverse curve, concave to the south, having a radius of 130.00 feet a central angle of 38 Degrees 34 Minutes 26 Seconds, and a chord of 85.88 feet bearing South 74 Degrees 27 Minutes 36 Seconds East; thence East along said curve, a distance of 87.52 feet; thence South 55 Degrees 10 Minutes 23 Seconds East, a distance of 42.20 feet to the point of curvature of a tangent curve, concave to the north, having a radius of 25.00 feet and a central angle of 48 Degrees 43 Minutes 18 Seconds; thence Southeast along said curve, a distance of 21.26 feet, curving to the left; thence North 76 Degrees 06 Minutes 19 Seconds East, a distance of 52.62 feet to the point of curvature of a tangent curve, concave to the south, having a radius of 155.00 feet and a central angle of 29 Degrees 25 Minutes 33 Seconds; thence East along said curve, a distance of 79.60 feet, curving to the right; thence South 74 Degrees 28 Minutes 08 Seconds East, a distance of 168.08 feet; thence South 67 Degrees 29 Minutes 58 Seconds East, a distance of 43.30 feet; thence South 61 Degrees 22 Minutes 41 Seconds East, a distance of 120.14 feet; thence South 67 Degrees 24 Minutes 39 Seconds East, a distance of 58.50 feet; thence South 61 Degrees 20 Minutes 50 Seconds East, a distance of 38.85 feet; thence South 47 Degrees 38 Minutes 54 Seconds East, a distance of 31.73 feet; thence South 45 Degrees 19 Minutes 52 Seconds East, a distance of 32.59 feet to the point of curvature of a tangent curve, concave to the north, having a radius of 5.00 feet and a central angle of 89 Degrees 38 Minutes 34 Seconds; thence Southeast along said curve, a distance of 7.82 feet, curving to the left; thence North 45 Degrees 01 Minutes 34 Seconds East, a distance of 14.26 feet to the point of curvature of a tangent curve, concave to the southeast, having a radius of 55.00 feet and a central angle of 27 Degrees 29 Minutes 29 Seconds; thence Northeast along said curve, a distance of 26.39 feet, curving to the right; thence North 72 Degrees 31 Minutes 03 Seconds East, a distance of 48.35 feet; thence South 41 Degrees 48 Minutes 53 Seconds East, a distance of 21.95 feet; thence South 72 Degrees 31 Minutes 03 Seconds West, a distance of 57.39 feet to the point of curvature of a tangent curve, concave to the southeast, having a radius of 35.00 feet and a central angle of 27 Degrees 29 Minutes 29 Seconds; thence West along said curve, a distance of 16.79 feet, curving to the left; thence South 45 Degrees 01 Minutes 34 Seconds West, a distance of 14.26 feet to the point of curvature of a tangent curve, concave to the north, having a radius of 25.00 feet and a central angle of 89 Degrees 38 Minutes 34 Seconds; thence Southwest along said curve, a distance of 39.11 feet, curving to the right; thence North 45 Degrees 19 Minutes 52 Seconds West, a distance of 24.36 feet; thence South 57 Degrees 08 Minutes 44 Seconds West, a distance of 19.89 feet; thence South 74 Degrees 00 Minutes 10 Seconds West, a distance of 75.42 feet to the point of curvature of a tangent curve, concave to the southeast, having a radius



of 15.00 feet and a central angle of 85 Degrees 46 Minutes 02 Seconds; thence West along said curve, a distance of 22.45 feet, curving to the left; thence South 11 Degrees 45 Minutes 52 Seconds East, a distance of 36.58 feet; thence South 61 Degrees 16 Minutes 29 Seconds West, a distance of 70.93 feet; thence South 59 Degrees 16 Minutes 23 Seconds West, a distance of 104.38 feet to a point on the aforementioned northerly Right of Way Line of Springlawn Road; thence along the said Right of Way Line, North 50 Degrees 12 Minutes 32 Seconds West, a distance of 21.21 feet to a concrete monument (set); thence leaving the said Right of Way Line, North 59 Degrees 16 Minutes 23 Seconds East, a distance of 111.80 feet; thence North 61 Degrees 16 Minutes 29 Seconds East, a distance of 56.47 feet; thence North 11 Degrees 45 Minutes 52 Seconds West, a distance of 21.77 feet to the point of curvature of a tangent curve, concave to the southeast, having a radius of 35.00 feet and a central angle of 85 Degrees 46 Minutes 02 Seconds; thence North along said curve, a distance of 52.39 feet, curving to the right; thence North 74 Degrees 00 Minutes 10 Seconds East, a distance of 72.46 feet; thence North 57 Degrees 08 Minutes 44 Seconds East, a distance of 11.98 feet; thence North 47 Degrees 38 Minutes 54 Seconds West, a distance of 16.14 feet; thence North 61 Degrees 20 Minutes 50 Seconds West, a distance of 35.39 feet; thence North 67 Degrees 24 Minutes 39 Seconds West, a distance of 58.49 feet; thence North 61 Degrees 22 Minutes 41 Seconds West, a distance of 120.12 feet; thence North 67 Degrees 29 Minutes 58 Seconds West, a distance of 41.02 feet; thence North 74 Degrees 28 Minutes 08 Seconds West, a distance of 166.87 feet to the point of curvature of a tangent curve, concave to the south, having a radius of 135.00 feet and a central angle of 29 Degrees 25 Minutes 33 Seconds; thence West along said curve, a distance of 69.33 feet, curving to the left; thence South 76 Degrees 06 Minutes 19 Seconds West, a distance of 52.62 feet to the point of curvature of a tangent curve, concave to the north, having a radius of 45.00 feet and a central angle of 48 Degrees 43 Minutes 18 Seconds; thence West along said curve, a distance of 38.27 feet, curving to the right; thence North 55 Degrees 10 Minutes 23 Seconds West, a distance of 42.20 feet to the point of curvature of a tangent curve, concave to the south, having a radius of 110.00 feet and a central angle of 38 Degrees 34 Minutes 26 Seconds; thence Northwest along said curve, a distance of 74.06 feet, curving to the left to the point of curvature of a reverse curve, concave to the north, having a radius of 100.00 feet a central angle of 51 Degrees 39 Minutes 46 Seconds, and a chord of 87.14 feet bearing North 67 Degrees 54 Minutes 56 Seconds West; thence West along said curve, a distance of 90.17 feet; thence North 42 Degrees 05 Minutes 03 Seconds West, a distance of 29.80 feet; thence South 80 Degrees 08 Minutes 33 Seconds West, a distance of 49.14 feet; thence South 68 Degrees 21 Minutes 10 Seconds West, a distance of 50.62 feet; thence South 88 Degrees 23 Minutes 02 Seconds West, a distance of 57.08 feet; thence North 86 Degrees 40 Minutes 32 Seconds West, a distance of 48.05 feet; thence North 81 Degrees 58 Minutes 12 Seconds West, a distance of 94.18 feet; thence North 89 Degrees 12 Minutes 05 Seconds West, a distance of 85.22 feet; thence North 70 Degrees 37 Minutes 26 Seconds West, a distance of 144.70 feet to the point of curvature of a tangent curve, concave to the northeast, having a radius of 105.00 feet a central angle of 39 Degrees 00 Minutes 38 Seconds; thence West along said curve, a distance of 71.49 feet; thence North 30 Degrees 53 Minutes 44 Seconds West, a distance of 119.45 feet to the point of curvature of a tangent curve, concave to the southwest, having a radius of 40.00 feet and a central angle of 64 Degrees 56 Minutes 08 Seconds; thence Northwest



along said curve, a distance of 45.33 feet, curving to the left; thence South 84 Degrees 10 Minutes 08 Seconds West, a distance of 69.88 feet to the point of curvature of a tangent curve, concave to the southeast, having a radius of 65.00 feet and a central angle of 68 Degrees 53 Minutes 00 Seconds; thence West along said curve, a distance of 78.15 feet, curving to the left; thence South 15 Degrees 17 Minutes 08 Seconds West, a distance of 29.46 feet; thence South 2 Degrees 11 Minutes 58 Seconds West, a distance of 195.58 feet to the point of curvature of a tangent curve, concave to the east, having a radius of 108.34 feet and a central angle of 22 Degrees 34 Minutes 04 Seconds; thence South along said curve, a distance of 42.67 feet, curving to the left to the point of curvature of a reverse curve, concave to the west, having a radius of 105.00 feet a central angle of 51 Degrees 50 Minutes 38 Seconds, and a chord of 91.80 feet bearing South 5 Degrees 33 Minutes 13 Seconds West; thence South along said curve, a distance of 95.01 feet to the point of curvature of a reverse curve, concave to the east, having a radius of 30.00 feet a central angle of 56 Degrees 46 Minutes 21 Seconds, and a chord of 28.52 feet bearing South 3 Degrees 05 Minutes 21 Seconds West; thence Southwest along said curve, a distance of 29.73 feet; thence South 25 Degrees 17 Minutes 49 Seconds East, a distance of 88.89 feet to the point of curvature of a tangent curve, concave to the northeast, having a radius of 100.00 feet and a central angle of 27 Degrees 58 Minutes 10 Seconds; thence Southeast along said curve, a distance of 48.82 feet, curving to the left; thence South 53 Degrees 15 Minutes 59 Seconds East, a distance of 122.17 feet to a concrete monument (set) on the aforementioned northerly Right of Way Line of Springlawn Road, a point of curvature of a non-tangent curve, concave to the southeast, having a radius of 251.50 feet a central angle of 4 Degrees 33 Minutes 27 Seconds, and a chord of 20.00 feet bearing North 36 Degrees 44 Minutes 01 Seconds East; thence Southwest by the said Right of Way Line along said curve, a distance of 20.01 feet to the first mentioned point and place of Beginning.

Be the Contents Thereof what they may



“EXHIBIT D”

(Specifications for Signage)
(TBP)

Unofficial Copy



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11/15/2007 01:42P

10802863
Page 37 of 41
B-7308 P-139

(1) sign - main entrance

Spring Lawn Trail

Elk Township

This Public Recreation Area was financed in part by
"Grant funds provided by the Landscapes 21st Century
Fund, Commissioners of Chester County, Pennsylvania,
Carol Aichele, Andrew E. Dinniman, Donald A. Mancini."



Springlawn Trail

Trail Hours: Sunrise to Sunset

Permitted Uses: Hiking, Horseback Riding & Bicycling.

Prohibited: No Motorized Vehicles, Fires, Hunting,
Weapons, Littering or Disturbance to Natural Resources.

Public must stay on Springlawn Trail and Identified
Spur Trails. Access to surrounding property is prohibited.



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11/15 2007 01:43P

10802863

Page 30 of 42

B-7308 P-139

“EXHIBIT E”

(Form of Insurance Policy)

(TBP)

Unofficial Copy



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11/15/2007 01:43P

10802863

Page 40 of 42
B-7308 P-139

Certificate No.

PENNSYLVANIA INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION

CERTIFICATE OF COVERAGE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the Risk Sharing Certificate listed below.

NAME & ADDRESS OF MEMBER: Elk Township, Chester County
P.O. Box 153
Lewisville, PA,
19351

This is to certify that the Legal Defense and Claim Payment Agreement listed below have been issued to the Member named above and is in force at this time. Notwithstanding any requirement, term or condition of any agreement or other document with respect to which this Agreement may be issued or may pertain, the coverage afforded by the Legal Defense and Claim Payment Agreement described herein is subject to all the terms, exclusions and conditions of such Agreement and the Intergovernmental Contract under which it is issued.

TYPE OF COVERAGE	AGREEMENT NO.	EFFECTIVE	LIMIT OF COVERAGE
Legal Liability for Third Party Claims	PA035073720000264	12/06/2006 to 12/06/2008	\$10,000,000 Each Occurrence
General Liability	PA035073720000264	12/06/2006 to 12/06/2008	\$ Incl. In Above \$- 0 -Deductible Each Claim
			\$ Incl. In Above \$- 0 -Deductible Each Claim
			\$ Incl. In Above \$- 0 -Deductible Each Claim
			\$ Incl. In Above \$- 0 -Deductible Each Claim

RE: Certificate holders are named as Additional Parties with respects to that certain Grant of Public Trail Easement dated October 29, 2007 up to a maximum limit of \$1,000,000 per occurrence.

CANCELLATION: Should the above described Legal Defense and Claim Payment Agreement be cancelled, the PENNSYLVANIA INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION will endeavor to mail 10 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

NAME & ADDRESS OF CERTIFICATE HOLDER:
George Strawbridge, Jr.
Mellon Bank, N.A., George Baxter
Redmond Stewart Strawbridge,
Trustees under Deed of George Strawbridge, Jr.

DATE ISSUED: November 2, 2007

Michael J. Sutton
Authorized Representative

PENNSYLVANIA INTERGOVERNMENTAL
RISK MANAGEMENT ASSOCIATION
961 Pottstown Pike
Chester Springs, PA 19425



EFFECTIVE DATE: 10/29/2007

MEMBER NO: 264

MEMBER NAME: Elk Township, Chester County

ADDITIONAL PARTY ENDORSEMENT

This endorsement modifies the Legal Defense and Claim Payment Agreement.

It is agreed that, subject to the limit designated in the following Schedule of Benefits, Section II - WHO RECEIVES BENEFITS is amended to include as **members** the person or organization named herein and its employees or volunteers for the Section III-BENEFITS designated below, but only with respect to that certain Grant of Public Trail Easement dated October 29, 2007 between George Strawbridge, Jr., Mellon Bank, George Baxter and Redmond Stewart Strawbridge, Trustees (as Grantor) and Elk Township (as Grantee), as the same may be amended from time to time.

PERSON OR ORGANIZATION: George Strawbridge, Jr.
Mellon Bank, N.A., George Baxter and
Redmond Stewart Strawbridge,
Trustees under Deed of George Strawbridge, Jr.

SECTION III - BENEFITS:

D. CLAIM AND DEFENSE EXPENSES

J. LEGAL LIABILITY FOR THIRD PARTY CLAIMS

SCHEDULE OF BENEFITS

<u>BENEFIT</u>	<u>LIMIT</u>
D. CLAIM AND DEFENSE EXPENSES	Unlimited
J. LEGAL LIABILITY FOR THIRD PARTY CLAIMS	\$1,000,000

Nothing contained herein shall be construed to broaden the benefits, terms, conditions or limits beyond that which is provided in the Intergovernmental Contract and the Legal Defense and Claim Payment Agreement to which this endorsement attaches.

COUNTERSIGNED BY: Michael J. Sutton
AUTHORIZED SIGNATURE

DATE: November 2, 2007

ENDORSEMENT NO.: 1

