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Tax parcel(s): 25-4-174.4

## Declaration of Public Trust and Covenants and Grant of Conservation Easement

THIS DECLARATION OF PUBLIC TRUST AND COVENANTS (the “Declaration”) AND GRANT OF CONSERVATION EASEMENT (the “Grant”, and together with the Declaration, the “Declaration and Grant”) are made by the TOWNSHIP OF WEST VINCENT, a municipality of the second class of the Commonwealth of Pennsylvania (the “Declarant”) on this \_\_\_\_ day of \_\_\_\_\_, 2018 (the “Easement Date”). NATURAL LANDS TRUST, INCORPORATED, a Pennsylvania non-profit corporation (the “Holder”) joins in this Declaration and Grant to evidence its acceptance of the rights granted to it hereunder.

### Article 1. Background

#### 1.01 Land; Property

The real property that is the subject of this Declaration and Grant is identified briefly below and more fully described in exhibit A attached to and incorporated into this declaration and grant (the “Land”). The Land, together with the Improvements on the Land is the property (the “Property”).

Parcel identification: 25-4-174.4  
Street address: \_\_\_\_ Saint Matthews Road  
Acreage: 71.2547 acres  
Municipality and county: West Vincent Township, Chester County

#### 1.02 Constitution

Article 1, Section 27 of the Pennsylvania Constitution states that:

Pennsylvania's public natural resources are the common property of all the people, including generations yet to come. As trustee of these resources, the Commonwealth shall conserve and maintain them for the benefit of all the people.

#### 1.03 Affirmation

The Declarant makes this Declaration to affirm the Land as a public natural resource benefitting the people as described in the Pennsylvania Constitution, dedicating the Property or confirming the Property’s dedication to the Public Purposes described below. The Declarant further makes this Grant to further ensure that the Public Purposes described in this article 1 are served in perpetuity.

#### 1.04 Donated or Dedicated Property Act

This Declaration evidences a dedication of the Land and Improvements as public facilities pursuant to the act of December 15, 1959 P.L. 1772, 53 P.S. §§3381-3386 (the “Donated or Dedicated Property Act”).

1.05 Rights and Remedies

Rights and remedies arising out of this Declaration and Grant are cumulative; they neither limit nor are limited by any rights or remedies arising from the Donated or Dedicated Property Act or other applicable authority available for upholding the Public Purposes.

1.06 Holder

The Holder is a charitable corporation qualified to be a holder of conservation easements under the Conservation and Preservation Easements Act, Act of June 22, 2001 (P.L.390, No.29) (32 P.S. §§5051-5059).

1.07 Authorization to Grant Easement

The Act of January 19, (1968) 1967, P.L. 992, No. 442 entitled “Preserving Land for Open Air Spaces,” as amended by Act 154 of 2006, authorizes local governments to “transfer open space property interests to a land trust” and to “elect to accept any nominal consideration for the transfer it deems appropriate.”

1.08 Action

This Declaration and Grant are made pursuant to resolution \_\_\_\_\_ of the Declarant on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1.09 Easement Plan

Attached as exhibit B is a survey or other graphic depiction of the Property (the “Easement Plan”) showing, among other details, the location of one or more of the following areas and features – the “Protection Area”, the “Recreation Area”, “Buildings”, “Parking Area” and “Trail Connection Areas”.

1.10 Public Purposes

Declarant makes this Declaration and Grant to assure public access to the Property for outdoor recreation and open-space benefits as described below in the area-specific purposes, and to maintain and improve natural resources within the Protection Area for the benefit of the public as described in the resource-specific purposes (collectively, the “Public Purposes”).

**(a) Area-Specific**

- (1) Protection Area. To assure public access to, and enjoyment of, the predominately undeveloped Protection Area for passive open space recreational activities.
- (2) Recreation Area. To assure public access to, and enjoyment of open space and Recreational Improvements within the Recreation Area, which is sited in such a way to promote sound land development by providing open space within and around developed lands, as well as conserving farmland for agricultural production.

**(b) Resource-Specific**

- (1) Water Resources. To maintain and improve the quality of water resources, both surface and groundwater, within, around, and downstream of the Property. The Property contains approximately a 1-acre pond and 330 feet of an unnamed tributary which merges with an unnamed first order tributary and flows for approximately 330 feet through the Property. These streams are tributaries to the Pickering Creek. Pickering Creek and its tributaries have been designated as “High Quality” streams by the Pennsylvania Department of Environmental Protection. The tributary which flows through the Property is listed as ‘Impaired for Aquatic Life’ due to ‘Siltation from Agriculture.’.
- (2) Biological Resources. To protect and improve the quality of natural habitat for animals, plants, fungi, and other organisms, particularly Native Species. The Property has 27 acres of both mature and mixed age woodlands that are contiguous to over 50 acres of protected woodland on adjoining lands.
- (3) Soil Resources. To prevent the loss and depletion of soil on the Property.
- (4) Scenic Resources. To establish and protect scenic views and vantage points for those scenic views visible throughout the Property, from public rights-of-way as well as other public access points outside the Property. The Property is highly visible from Saint Matthews Road as well as the adjacent nature preserve owned by Holder.

- (5) Ecosystem Services. To absorb within the Property rainwater that otherwise might cause erosion and flooding downstream of the Property; to sequester carbon in plants and soil to mitigate rising atmospheric carbon levels; and to support other healthy ecosystem processes.

1.11 Baseline Documentation

As of the Easement Date, Declarant and Holder have signed an acknowledgment of the accuracy of the report (the “Baseline Documentation”) to be kept on file at the principal office of Holder. The Baseline Documentation contains an original, full-size version of the Easement Plan and other information sufficient to identify on the ground the areas identified in this article; describes Existing Improvements; identifies the conservation resources of the Property described in the Public Purposes; and includes, among other information, photographs depicting existing conditions of the Property as of the Easement Date.

1.12 Defined Terms.

Initially capitalized terms not defined in this article 1 are defined in article 10.

## Article 2. Dedication; Covenants; Easement

2.01 Dedication

By this Declaration, the Declarant formally and unequivocally dedicates the Property to the Public Purposes in perpetuity. The Declarant, in dedicating the Property, acknowledges its duty as trustee to hold and conserve the Property in service to the Public Purposes.

2.02 Declarant Covenants

By this Declaration, the Declarant, in furtherance of the Public Purposes, declares the covenants running with the land, which are set forth in articles 3 through 6. Article 8 addresses potential violation of these covenants and remedies.

2.03 Easement

By this Grant, the Declarant grants and conveys to Holder an unconditional and perpetual easement upon the Property in order to advance the Public Purposes (that easement, the “Conservation Easement”) and enforce the covenants set forth below. The Conservation Easement empowers Holder to block activities, uses, and Improvements inconsistent with the Public Purposes. Article 7 more fully describes the rights this Grant vests in Holder.

2.04 Holder Covenants

By this Grant, Holder accepts the Conservation Easement and, in furtherance of the Public Purposes, establishes covenants binding upon Holder’s easement interest in the Property, which are set forth in article 7.

## Article 3. TRANSFER; SUBDIVISION

3.01 Prohibitions

All of the following are prohibited except as set forth below in section 3.02:

**(a) Transfer of Portion of Property.**

Transfer of ownership, possession, or use of a portion of the Property, including subsurface portions of the Property, independent of the remainder of the Property.

**(b) Subdivision**

Change in the boundary of a Lot or other Subdivision of the Property.

**(c) Transfer of Density.**

Use of open space area protected under this Declaration and Grant to increase (above limits otherwise permitted under Applicable Law) allowable density or intensity of development within other portions of the Property or outside the Property.

**(d) Transfer of Rights.**

Transfer of development rights or other rights granted or allocated to the Property in support of development outside the Property.

3.02 Permitted Changes.

The following changes are permitted:

**(a) Transfer to Qualified Organization.**

Subject to Review, creation and transfer of a Lot to a Qualified Organization for park, nature preserve, public trail, or other conservation purposes approved by Holder after Review.

**(b) Transfer of Rights of Possession or Use.**

Subject to Review, transfer of possession or use (but not ownership) of one or more portions of the Property, for purposes permitted under, and subject to compliance with, Applicable Law and the terms of this Declaration and Grant. The Declarant may lease or license portions of the Property to others to provide or assist the Declarant in providing facilities, programs, goods, services, or other amenities to the public that are consistent with the Public Purposes.

3.03 Requirements

**(a) Establishment of Lots; Allocations.**

Prior to transfer of a Lot following a Subdivision, Declarant must (1) furnish Holder with the plan of Subdivision approved under Applicable Law and legal description of each Lot created or reconfigured by the Subdivision; (2) mark the boundaries of each Lot with permanent markers; and (3) allocate in a document recorded in the Public Records those limitations applicable to more than one Lot under this Declaration and Grant. This information will become part of the Baseline Documentation incorporated into this Declaration and Grant.

**(b) Amendment.**

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

## Article 4. REQUIRED IMPROVEMENTS AND ACTIVITIES

4.01 Building Removal

Before the fifth (5th) anniversary of the Easement Date, Declarant must remove from the Property, or cause the removal of, all roofed or otherwise enclosed Existing Improvements (other than those Existing Improvements noted on the Easement Plan as Buildings permitted to remain), and all materials within those Improvements. Declarant must remove Improvements to a depth not less than thirty-six (36) inches below finish grade. Within a reasonable amount of time, Declarant must restore any area impacted by the removal of Existing Improvements to a standard suitable for recreational use by the general public.

4.02 Parking Area

Within the first eighteen (18) months after the Easement Date, Declarant must construct a vehicle parking area for the general public's use within the Recreation Area in the general location shown on the Easement Plan. The Parking Area must be sufficient in size to accommodate parking for a minimum of thirty (30) cars. Declarant must maintain and repair as needed the Parking Area and an Access Drive from Saint Matthews Road to the Parking Area. Declarant may, but is not required to, pave the Parking Area.

4.03 Public Trail

Declarant must construct (or otherwise establish), maintain and repair a Public Trail within the Property for use by the public for outdoor recreation, free of charge, during daylight hours. The Public Trail must be between six (6) and ten (10) feet in width, constructed as a continuous loop within the Property, and make connections in three locations along the border of the Property in the locations generally shown on the Easement Plan as Trail Connection Areas. Two of the Trail Connections are with trails established and maintained by Holder on adjacent Property. Those Trail Connections and that portion of the Public Trail linking those two Trail Connections must be completed and available for public use within four (4) months after the Easement Date. The third Trail Connection involves crossing Saint Matthews Road to connect with Holder's trail within Holder's nature preserve on the other side of the road. Declarant is responsible

for obtaining all necessary permits for Construction of the Trail Connection at the roadway and to complete this Trail Connection as well as the remainder of the Public Trail within eighteen (18) months of the Easement Date. The Public Trail may be established to coincide with existing Access Drives within the Property. Declarant may, but is not required to, pave the Public Trail.

## Article 5. PROTECTION AREA

### 5.01 Control Access

The Declarant may regulate public access for consistency with the Public Purposes, avoidance of nuisances, and other public safety reasons.

### 5.02 Assure Access

Declarant's administration of the Property, including leasing and licensing (if any), must not result in members of the public being effectively blocked from substantial access to and enjoyment of the Property, including Recreational Improvements, due to the imposition of charges, barriers, restrictions, or requirements that are not broadly affordable and capable of satisfaction.

### 5.03 Improvements

Improvements within the Protection Area are prohibited except as permitted below in this article. Extraction Improvements are not permitted anywhere within the Property.

#### (a) Existing Servitudes

Improvements that Declarant is required to allow because of an Existing Servitude are permitted.

#### (b) Additional Improvements

The following Additional Improvements are permitted:

- (1) Fences, walls, and gates, not to exceed four (4) feet in Height or such greater Height as is approved by Holder after Review, but only if constructed of an open-weave design that permits passage of small animals such as skunks, raccoons, foxes, opossums and turtles.
- (2) Regulatory Signs.
- (3) Habitat enhancement devices such as beehives, birdhouses and bat houses.
- (4) Trails, not to exceed eight (8) feet in width or, subject to Review, up to ten (10) feet in width.
- (5) Subject to Review, footbridges stream crossing structures, and boardwalks within Wet Areas not to exceed eight (8) feet in width.
- (6) Subject to Review, Utility Improvements to service Improvements within the Property but only if there is no other reasonably feasible means to provide utility services to the Property.

### 5.04 Activities and Uses

Activities and uses within the Protection Area are prohibited except as permitted below in this article and provided in any case that:

- The intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Public Purposes.
- No Invasive Species are introduced.

#### (a) Existing Servitudes

Activities and uses that Declarant is required to allow because of an Existing Servitude are permitted.

#### (b) Resource Management and Disturbance.

The following activities and uses are permitted:

- (1) Cutting trees, Construction, or other disturbance of resources, including removal of Invasive Species, to the extent reasonably prudent to remove, mitigate, or warn against an unreasonable risk of harm to Persons, their belongings, or health of Native Species on or about the Property. Declarant must take such steps as are reasonable under the circumstances to consult with Holder prior to taking actions that, but for this provision, would not be permitted or would be permitted only after Review.

- (2) Planting, replanting, and maintaining Native Species in accordance with Best Management Practices or, subject to Review, planting, replanting, and maintaining other vegetation.
- (3) Subject to Review, removal of vegetation to accommodate replanting as permitted in this article. Holder is under no obligation to approve the removal of Native Species of woodland vegetation.
- (4) Construction of permitted Improvements with prompt restoration of soil and vegetation disturbed by such activity.
- (5) Vehicular use in the case of emergency and in connection with activities or uses permitted under this subsection.
- (6) Application of manure and plant material, both well composted, and, subject to compliance with manufacturer's recommendations, other substances to promote the health and growth of vegetation. (These permitted substances do not include sludge, biosolids, septic system effluent, and related substances.)
- (7) Piling of brush and other vegetation to the extent reasonably necessary to accommodate activities or uses permitted within the Protection Area. Brush and vegetation piles must not exceed two hundred (200) square feet in aggregate area.
- (8) Other activities that Holder, without any obligation to do so, determines are consistent with maintenance or attainment of the Public Purposes and are conducted in accordance with the Resource Management Plan or other plan approved for that activity after Review.

**(c) Recreation and Education.**

Recreational, educational, and scientific research activities are permitted that do not require Improvements other than trails and do not materially and adversely affect maintenance or attainment of Public Purposes such as the following: (1) walking, horseback riding and biking on trails, cross-country skiing, bird watching, nature study, fishing, and hunting; and (2) wildlife research consistent with and in furtherance of the Public Purposes. Vehicular use is not permitted in connection with the activities permitted under this subsection unless Holder, without any obligation to do so, approves the use after Review.

## Article 6. RECREATION AREA

### 6.01 Control Access

The Declarant may regulate public access for consistency with the Public Purposes, avoidance of nuisances, and other public safety reasons.

### 6.02 Assure Access

Declarant's administration of the Property, including leasing and licensing (if any), must not result in members of the public being effectively blocked from substantial access to and enjoyment of the Property, including Recreational Improvements, due to the imposition of charges, barriers, restrictions, or requirements that are not broadly affordable and capable of satisfaction.

### 6.03 Improvements

Improvements within the Recreation Area are prohibited except as permitted below in this article, however, no Improvement (Existing or Additional) may be used for Agriculture.

**(a) Permitted under Preceding Article**

Improvements permitted under the preceding article are permitted in the Recreation Area.

**(b) Existing Improvements**

Except for those Improvements which Declarant is required to remove under Article 4 of the Declaration, any Existing Improvements may be maintained, repaired, and replaced in their existing locations. Existing Improvements may be expanded or relocated if the expanded or relocated Improvement complies with requirements applicable to Additional Improvements of the same type.

**(c) Additional Improvements**

The following Additional Improvements are permitted, provided Declarant must notify Holder prior to Construction of any Improvement that will increase the Impervious Coverage on the Property by more than one thousand (1000) square feet:

- (1) Recreational Improvements.

- (2) Site Improvements reasonably required for activities and uses permitted within the Recreation Area.
- (3) Site Improvements servicing activities, uses, or Improvements not within the Property that Holder, without any obligation to do so, approves after Review.
- (4) Subject to Review, Improvements for generating and transmitting Renewable Energy that Holder, without any obligation to do so, approves after Review. Renewable Energy Improvements are limited to those intended to service Improvements, activities, or uses only within the Property, provided, however, that minimal amounts of excess electricity may be sold to the electric grid.

**(d) Impervious Coverage Limitations**

Impervious Coverage must not exceed eight thousand (8000) square feet per roofed Improvement.

**(e) Height Limitations**

The Height of Additional Improvements permitted under this or the following article must not exceed 35 feet. This limitation is subject to the following supplemental limitations and exceptions:

- (1) Fences, walls, and gates remain limited as in the Protection Area.
- (2) Subject to Review, Holder may adjust Height limitations for specific Improvements requiring a greater Height to be functional (for example, Renewable Energy structures), however, Holder is under no obligation to approve Renewable Energy Improvements in excess of twenty (20) feet in Height that are enclosed by walls or roofed.

**(f) Other Limitations on Additional Improvements**

Additional Improvements permitted within the Recreation Area are further limited as follows:

- (1) Signs other than Regulatory Signs are limited to a maximum of sixteen (16) square feet per sign and a total of thirty-two (32) square feet for the entire Property.
- (2) Utility Improvements must be underground or, subject to Review, may be aboveground where not reasonably feasible to be installed underground.
- (3) Lighting fixtures (whether temporary or permanent) are not permitted to illuminate Recreational Improvements for night play.
- (4) Ponds are limited to the one pond existing on the Property as of the Easement Date and which must not be increased in size.
- (5) The following Improvements are not permitted unless Holder, without any obligation to do so, approves after Review: exterior storage tanks for petroleum or other hazardous or toxic substances (other than reasonable amounts of fuel for activities and uses within the Property permitted under this Declaration and Grant).
- (6) Extraction Improvements remain limited as in the Protection Area.

6.04 Activities and Uses

Activities and uses within the Recreation Area are prohibited except as permitted below in this article and provided in any case that:

- The intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Public Purposes.
- No Invasive Species are introduced.

**(a) Permitted under Preceding Article**

Activities and uses permitted under the preceding article are permitted within the Recreation Area.

**(b) Agriculture**

Sustainable Agriculture that maintains continuous vegetative cover and is, in any event, limited to field cropping, subject to the following additional limitations:

- (1) Tillage of more than one (1) acre in the aggregate must be conducted accordance with a Resource Management Plan written and implemented to employ Best Management Practices and approved by Holder after Review.
- (2) Woodland Areas may not be used for or converted to Agricultural Uses.
- (3) Agriculture must be secondary to recreational use of the Property by the Public.

**(c) Other Disturbance of Resources**

The following activities and uses are permitted:

- (1) Removal of vegetation and other Construction reasonably required to accommodate permitted Improvements and to otherwise accomplish Declarant's required activities and Improvements under Article 4.
- (2) Mowing, planting, and maintenance of lawn, garden, and landscaped areas.
- (3) Generation of Renewable Energy and transmission of such energy if and to the extent Improvements for that purpose are permitted under this article.
- (4) Subject to Review, disposal of sanitary sewage effluent from Improvements permitted within the Property.

**(d) Other Activities**

- (1) Non-commercial recreational and open-space activities are permitted that (1) do not require Improvements other than those permitted within the Recreation Area; (2) do not materially and adversely affect scenic views and other goals described in the Public Purposes; and (3) do not require motorized vehicular use other than for resource management purposes.
- (2) Any occupation, activity, or use is permitted if wholly contained within an enclosed permitted Improvement, so long as the occupation, activity or use does not involve residential use, extraction of water (other than for use or consumption on the Property), soil, gas, oil, or other mineral resources. The phrase "wholly contained" means that neither the primary activity or use nor any accessory uses such as parking or signage, are visible or discernable outside the Improvement; however, subject to Review, exterior vehicular parking and signage accessory to such uses may be permitted by Holder.
- (3) Provision of refreshments, rental of outdoor recreation equipment, and other services, provided for the sole purpose of enhancing the public's outdoor recreational experience.

## Article 7. Grant of Conservation Easement

### 7.01 Relationship of Grant to Dedication.

The Grant of Conservation Easement is not intended to supersede any rights of the public established by the dedication of the Property to Public Purposes.

### 7.02 Holder Covenants

In support of the Public Purposes, Holder declares the following covenants binding upon its easement interest in the Property:

**(a) Exercise of Powers**

Holder must exercise the powers granted to it by this Grant to block activities, uses, and Improvements of the Property inconsistent with the Public Purposes.

**(b) Must be Qualified Organization**

Holder must be and remain at all times a Qualified Organization and must not transfer the Conservation Easement or otherwise assign its rights or responsibilities under this Grant to a Person other than a Qualified Organization committed to upholding the Public Purposes.

**(c) Proceeds Used for Public Purposes**

Holder must use any funds received on account of the release, termination, or extinguishment of the Conservation Easement in whole or in part in furtherance of its charitable conservation purposes for the benefit of the public.

**(d) Forfeiture Remedy**

If Holder fails to abide by the covenants of this section, the Commonwealth of Pennsylvania may petition a court of competent jurisdiction to order the Conservation Easement transferred to a Qualified Organization ready, willing, and able to abide by such covenants.

### 7.03 Rights and Duties of Holder

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

**(a) Enforcement**

To enter the Property to investigate a suspected, alleged, or threatened violation of the covenants and, if found, to enforce the terms of this Grant by exercising Holder's remedies in this Grant.

**(b) Inspection**

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

**(c) Review**

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

**(d) Interpretation**

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

7.04 Other Rights of Holder

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

**(a) Amendment**

To enter into an Amendment with Declarant if Holder determines that the Amendment: (1) will not impair Holder's power, enforceable in perpetuity, to block activities, uses, and Improvements of the Property inconsistent with the Public Purposes; (2) will not result in a private benefit prohibited under the Code; and (3) will be consistent with Holder's policy with respect to Amendment as of the applicable date of reference.

**(b) Signs**

To install one or more signs within the Property identifying the interest of Holder in the Conservation Easement. Such signs do not reduce the number or size of signs permitted to Declarant under this Declaration and Grant. Signs are to be of the customary size installed by Holder and must be installed in locations readable from the public right-of-way and otherwise reasonably acceptable to Declarant.

**(c) Proceedings**

To assert a claim, defend or intervene in, or appeal, any proceeding under Applicable Law that (1) pertains to the impairment of Public Purposes; or (2) may result in a transfer, Improvement, or use that violates the terms of this Declaration and Grant.

7.05 Review

The following provisions are incorporated into any provision of this Declaration and Grant that is subject to Review:

**(a) Notice to Holder**

At least 30 days before Declarant intends to begin or allow an Improvement, activity, or use that is subject to Review, Declarant must notify Holder of the proposed change including with the notice such information as is reasonably sufficient to comply with Review Requirements and otherwise describe the proposal and its potential impact on the Public Purposes.

**(b) Notice to Declarant**

Within 30 days after receipt of Declarant's notice, Holder must notify Declarant of Holder's determination to (1) accept Declarant's proposal in whole or in part; (2) reject Declarant's proposal in whole or in part; (3) accept Declarant's proposal conditioned upon compliance with conditions imposed by Holder; or (4) reject Declarant's proposal for insufficiency of information on which to base a determination. If Holder gives conditional acceptance under clause (3), commencement of the proposed Improvement, activity, or use constitutes acceptance by Declarant of all conditions set forth in Holder's notice.

**(c) Failure to Notify**

If Holder fails to notify Declarant as required in the preceding subsection, the proposal set forth in Declarant's notice is deemed approved.

**(d) Standard of Review**

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

**(e) Costs and Expenses**

Declarant must pay or reimburse, as the case may be, Holder’s costs and expenses (including Losses, Litigation Expenses, allocated personnel costs, and reasonably incurred liabilities) in connection with enforcement (including exercise of remedies) under the terms of this Declaration and Grant.

## Article 8. VIOLATION; REMEDIES

### 8.01 Violation

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

**(a) Notice**

Holder must notify Declarant of the violation. Holder’s notice shall include its recommendations of measures to be taken by Declarant to cure the violation and (if applicable) restore features of the Property damaged or altered as a result of the violation.

**(b) Opportunity to Cure**

Declarant’s cure period expires 30 days after the date of Holder’s notice to Declarant subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:

- (1) Declarant ceases the activity constituting the violation promptly upon receipt of Holder’s notice;
- (2) Declarant and Holder agree, within the initial 30-day period, upon the measures Declarant will take to cure the violation;
- (3) Declarant commences to cure within the initial 30-day period; and
- (4) Declarant continues thereafter to use best efforts and due diligence to complete the agreed upon cure.

**(c) Imminent Harm**

No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to a natural resource or other feature of the Property described in the Public Purposes.

### 8.02 Remedies

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

**(a) Injunctive Relief**

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

**(b) Civil Action**

Exercise Holder’s rights under Applicable Law to obtain a money judgment (together with interest thereon at the Default Rate).

**(c) Self-Help**

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

### 8.03 Modification or Termination.

If the Conservation Easement is or is about to be modified or terminated by exercise of the power of



1031 Palmers Mill Road  
Media, PA 19063

9.02 Governing Law.

The laws of the Commonwealth of Pennsylvania govern this Declaration and Grant.

9.03 Transfer

**(a) Notice Required**

Notwithstanding the terms of a Right of First Offer by and between Declarant and Holder dated on or about the Easement Date and intended to be recorded after this Declaration and Grant, not less than thirty (30) days prior to transfer of the Property or a Lot, Declarant must notify Holder of the name(s) and address for notices of the Persons who will become Declarant following the transfer.

**(b) Prior to Transfer**

Declarant authorizes Holder to (1) contact the Persons to whom the Property or Lot will be transferred, and other Persons representing Declarant or the prospective transferees, to discuss with them this Grant and, if applicable, other pertinent documents; and (2) enter the Property to assess compliance with this Declaration and Grant.

**(c) Ending Continuing Liability**

If Holder is not notified per this section's requirement, it is not the obligation of Holder to determine whether a violation first occurred before or after the date of the transfer. The pre-transfer Declarant continue to be liable on a joint and several basis with the post-transfer Declarant for the correction of violations under this Declaration and Grant until such time as Holder is given the opportunity to inspect and all violations noted in Holder's resulting inspection report are cured.

9.04 Burdens; Benefits.

This Declaration and Grant binds and benefits Declarant and Holder and their respective personal representatives, successors, and assigns.

**(a) Binding on All Owners**

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

9.05 Documentation Requirements

**(a) Between Holder and Declarant**

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

**(b) Between Holder and Assignee**

Any assignment of Holder's rights under this Grant, if otherwise permitted under this Grant, must be in a document signed by both the assigning Holder and the assignee Holder. The assignment document must include a covenant by which the assignee Holder assumes the covenants and other obligations of Holder under this Grant. The assigning Holder must deliver the Baseline Documentation and such other documentation in Holder's possession reasonably needed to uphold the Public Purposes.

9.06 Severability

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

9.07 Counterparts

This Declaration and Grant may be signed in multiple counterparts, each of which constitutes an original,

and all of which, collectively, constitute only one document.

9.08 Indemnity

Declarant must indemnify and defend the Indemnified Parties against all Losses and Litigation Expenses arising out of or relating to: (a) a breach or violation of this Declaration and Grant or Applicable Law; and (b) personal injury (including death) and damage to personal belongings occurring on or about the Property if and to the extent not caused by the negligent or wrongful acts or omissions of an Indemnified Party.

9.09 Guides to Interpretation

**(a) Captions**

The descriptive headings of the articles, sections, and subsections of this Grant are for convenience only and do not constitute a part of this Declaration and Grant.

**(b) Glossary**

If a term defined in the Glossary is not used in this Grant, the defined term is to be disregarded.

**(c) Other Terms**

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

**(d) Conservation and Preservation Easements Act**

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

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

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

9.10 Entire Agreement

This is the entire agreement of Declarant and Holder pertaining to the subject matter of this Declaration and Grant. The terms of this Declaration and Grant supersede in full all statements and writings between Declarant and Holder pertaining to the transaction set forth in this Declaration and Grant.

9.11 Incorporation by Reference

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

9.12 Coal Rights Notice

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

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

9.13 Jurisdiction; Venue

Holder and Declarant submit to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania located in the county in which the Property is located and agree that any legal action or proceeding relating to this Declaration and Grant or the Conservation Easement may be brought only in those courts located in that county.

## Article 10. GLOSSARY

**“Access Drive”** means a road, drive, or lane providing vehicular access.

**“Additional Improvement”** means an Improvement other than an Existing Improvement.

**“Agricultural or Agriculture”** means one or more of the following:

Production for sale of grains, vegetables, fruits, seeds, nuts, and other plant products; mushrooms; animals and their products.

Production of field crops and forage.

Production of nursery stock and sod to be removed and planted elsewhere.

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

**“Amendment”** means an amendment, modification, or supplement to this Grant signed by Declarant and Holder and recorded in the Public Records. The term “Amendment” includes an amendment and restatement of this Grant.

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

**“Beneficiary”** means a Person given rights under the terms of this Grant (other than Declarant or Holder).

**“Best Management Practices”** mean a series of guidelines or minimum standards (sometimes referred to as BMP’s) recommended by federal, state, and/or county resource management agencies for farming and forestry operations; for preventing and reducing pollution of water resources and other disturbances of soil, water, and vegetative resources; and for protecting wildlife habitats.

**“Building”** any Improvement permitted to remain under the terms of this Declaration and Grant as shown on the Easement Plan.

**“Code”** means the Internal Revenue Code of 1986, as amended through the applicable date of reference.

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

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

**“Declarant”** mean the undersigned Declarant and all Persons who hold an interest in the Property after the Declarant.

**“Default Rate”** means an annual rate of interest equal at all times to two percent (2%) above the prime rate announced from time to time by the Wall Street Journal.

**“Dwelling Unit”** means the use or intended use of an Improvement or portion of an Improvement for human habitation by one or more Persons (whether or not related). Existence of a separate kitchen accompanied by sleeping quarters is considered to constitute a separate Dwelling Unit.

**“Existing Improvement”** means an Improvement existing as of the Easement Date as identified in the Baseline Documentation.

**“Existing Servitude”** means an easement or other matter affecting title to the Property (other than a Lien) accorded priority to the Conservation Easement by notice in the Public Records or other prior notice recognized under Applicable Law.

**“Extraction Improvements”** mean wells, casements, impoundments, and other Improvements for the exploration, extraction, collection, containment, transport, and removal (but not processing or refining) of oil or natural gas (regardless of source) from substrata beneath the surface of the Property. The term “Extraction Improvements” includes any Access Drive required for the Construction or operation of Extraction Improvements or the removal of oil or natural gas from the Property.

**“Height”** means the vertical elevation of an Improvement measured from the average exterior ground elevation of the Improvement to a point, if the Improvement is roofed, midway between the highest and lowest points of the roof excluding chimneys, cupolas, ventilation shafts, weathervanes, and similar protrusions or, if the Improvement is unroofed, the top of the Improvement.

**“Impervious Coverage”** means the footprints (including roofs, decks, stairs, and other extensions) of Improvements; paved or artificially covered surfaces such as crushed stone, gravel, concrete, and asphalt; impounded water (such as a man-made pond); and compacted earth (such as an unpaved roadbed). Also included in Impervious Coverage are green roofs and porous pavement surfaces. Excluded from Impervious Coverage are running or non-impounded standing water (such as a naturally occurring lake), bedrock and naturally occurring stone and gravel, and earth (whether covered with vegetation or not) so long as it has not been compacted by non-naturally occurring forces.

**“Improvement”** means a building, structure, facility, or other improvement, whether temporary or permanent, located on, above, or under the Property.

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

**“Invasive Species”** means a plant species that is non-native (or alien) to the ecosystem under consideration and whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, publications such as “Plant Invaders of Mid-Atlantic Natural Areas” by the National Park Service and U.S. Fish and Wildlife Service, are to be used to identify Invasive Species.

**“Lien”** means a mortgage, lien, or other encumbrance securing the payment of money.

**“Litigation Expense”** means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or claim for indemnification under this Grant including, in each case, attorneys’ fees, other professionals’ fees, and disbursements.

**“Losses”** mean any liability, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees, penalties, or other charge other than a Litigation Expense.

**“Lot”** means a unit, lot, or parcel of real estate separated or transferable for separate ownership or lease under Applicable Law.

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

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

**“Parking Area”** the area for vehicular parking as shown on the Easement Plan and more fully described in article 4.

**“Person”** means an individual, organization, trust, government, or other entity.

**“Public Records”** mean the public records of the office for the recording of deeds in and for the county in which the Property is located.

**“Public Trail”** the trail to be constructed by Declarant for use by the public and more fully described in article 4.

**“Qualified Organization”** means a governmental or charitable entity that (a) meets the criteria of a qualified organization under §1.170(A-14)(c)(1) of the Regulations and (b) is duly authorized to acquire and hold conservation easements under the Conservation and Preservation Easements Act.

**“Recreational Improvement”** means an Improvement (whether or not roofed) used for the conduct of, or in support of, recreational activities permitted under this Declaration and Grant. Examples of Recreational Improvements include trails, walkways, playgrounds, athletic fields, tracks, courts, picnic pavilions, water fountains, toilets, storage sheds, kiosks, signs, and other facilities and improvements

ancillary to permitted activities and uses. Site Improvements permitted under this Declaration and Grant which are not used solely in support of recreational activities are regulated as Site Improvements, not Recreational Improvements.

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

**“Regulatory Signs”** mean signs (not exceeding one square foot each) to control access to the Property or for informational, directional, or interpretive purposes.

**“Renewable Energy”** means energy that can be used without depleting its source such as solar, wind, geothermal, and movement of water (hydroelectric and tidal).

**“Resource Management Plan”** means a record of the decisions and intentions of Declarant prepared by a qualified resource management professional for the purpose of protecting natural resources that the Public Purposes aim to protect during certain operations potentially affecting those resources. It includes a resource assessment, identifies appropriate performance standards (based upon Best Management Practices where available and appropriate), and projects a multi-year description of planned activities for operations to be conducted in accordance with the plan.

**“Review”** means review and approval by Holder under the procedure described in article 6.

**“Review Requirements”** mean, collectively, any plans, specifications, or other information required for approval of the Subdivision, activity, use, or Improvement under Applicable Law (if any) plus the information required under (a) an exhibit incorporated into this Grant or (b) the Baseline Documentation or (c) if the information described in items (a) and (b) is inapplicable, unavailable, or insufficient under the circumstances, the guidelines for Review of submissions set by Holder to provide sufficient information to conduct its Review.

**“Site Improvement”** means an unenclosed Improvement such as an Access Drive, Utility Improvement, walkway, boardwalk, retention/detention basin or other stormwater management facility, well, septic system, bridge, parking area or other pavement, lighting fixture, sign, mailbox, fence, wall, gate, man-made pond, berm, and landscaping treatment. The term does not include Extraction Improvements.

**“Soil Conservation Plan”** means a plan for soil conservation that meets the requirements of the Natural Resources Conservation Service as of the applicable date of reference and for erosion and sedimentation control under Applicable Law.

**“Steep Slope Area”** means an area greater than one acre having a slope greater than 15%.

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

**“Sustainable”** means land management practices that provide goods and services from an ecosystem without degrading soil or water resources and without a decline in the yield of those goods and services over time.

**“Trail Connection”** the intersection of the Public Trail with trails held by Holder on adjacent properties or across Saint Matthews Road, as the case may be. A Trail Connection is intended to permit the public to access the Property via the Holder’s adjacent nature preserve and trail network and vice versa. There are three (3) required Trail Connections to be established by Declarant.

**“Trail Connection Area”** the three (3) areas shown on the Easement Plan in which Trail Connections must be established.

**“Utility Improvement”** means an Improvement for the reception, storage, or transmission of potable water, stormwater, sewage, electricity, gas, telecommunications, or other sources of power. The term does not include Extraction Improvements.

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**“Waiver”** means a written commitment by which Holder, without any obligation to do so, agrees to refrain from exercising one or more of its rights and remedies for a specific period of time with respect to a specific set of circumstances.

**“Wet Area”** means a watercourse, spring, wetland (including vernal pools), or non-impounded standing water, and the area within 100 feet of its edge.

**“Woodland Area”** means an area within the Property described as “wooded” or “forested” in the Baseline Documentation or identified as such on the Easement Plan, or if not wooded or forested as of the Easement Date, is designated as successional woodland area on the Easement Plan.

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INTENDING TO BE LEGALLY BOUND, the Declarant and Holder have signed and delivered this declaration and grant as of the date set forth in the opening recital of this document.

ON BEHALF OF DECLARANT

TOWNSHIP OF WEST VINCENT

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_ (Seal)  
Name:  
Title:

ON BEHALF OF HOLDER

NATURAL LANDS TRUST, INCORPORATED

By: \_\_\_\_\_ (Seal)  
Name:  
Title:

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COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF :

ON THIS DAY \_\_\_\_\_ before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged him/herself to be the \_\_\_\_\_ of West Vincent Township, a Pennsylvania Municipality of the second class of the Commonwealth of Pennsylvania, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by her/himself as such officer.

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

Print Name: \_\_\_\_\_, Notary Public

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF :

ON THIS DAY \_\_\_\_\_ before me, the undersigned officer, personally appeared PETER R. WILLIAMSON, who acknowledged himself to be the Vice President of Conservation Services of Natural Lands Trust, Incorporated, a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

Print Name: \_\_\_\_\_, Notary Public

Exhibit A  
Legal Description of Land

ALL THAT CERTAIN tract or parcel of land, situate in the Township of West Vincent, County of Chester, Commonwealth of Pennsylvania, more particularly described herein, and shown as "Parcel 25-4-174.4" on a plan set entitled "Preliminary/Final Subdivision Plan (Lot-line Change)", prepared by Nave Newell, Inc., sheets C3.3 and C3.4, dated February 16, 2017, last revised July 24, 2017, and recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania on August 9, 2017 in Plan Book 20194 page 1 as Document No. 11559568, bounded and described as follows:

BEGINNING AT A POINT at the intersection of the northerly end of the line dividing parcel number 25-4-174 and parcel number 25-4-174.4 with the title line of Saint Matthews Road (30.00 feet wide from centerline), and from said beginning point runs; thence, along the lands of parcel 25-4-174,

- (1.) South 22° 38' 09" East a distance of 377.27 feet to a proposed concrete monument; thence, along the same,
- (2.) North 35° 48' 51" East a distance of 453.13 feet to a proposed rebar; thence, partially along the lands of parcel 25-4-175 and partially along the lands of parcel 25-4-176,
- (3.) South 03° 25' 57" East a distance of 2,278.62 feet to a proposed concrete monument; thence, along the lands of parcel 25-4-176,
- (4.) South 32° 59' 27" West a distance of 185.32 feet to a proposed concrete monument; thence, along the lands of parcel 25-8-18,
- (5.) North 32° 58' 51" West a distance of 1,026.47 feet to a proposed rebar; thence, along the same,
- (6.) South 85° 06' 12" West a distance of 785.59 feet to a proposed concrete monument; thence, along the same,
- (7.) North 47° 49' 02" West a distance of 1,240.39 feet to a rebar; thence, along the lands of parcel 25-8-18.2,
- (8.) North 59° 47' 1" East a distance of 277.99 feet to a rebar; thence, along the same,
- (9.) North 48° 09' 44" West a distance of 328.63 feet to a point on the title line of Saint Matthews Road; thence, along said title line,
- (10.) North 64° 06' 16" East a distance of 245.07 feet to a point; thence, along the same,
- (11.) South 49° 14' 09" East a distance of 15.82 feet to a point; thence, along the same,
- (12.) North 64° 15' 51" East a distance of 370.42 feet to a point; thence, along the same,
- (13.) North 77° 47' 51" East a distance of 610.27 feet to a point; thence, along the same,
- (14.) South 83° 27' 09" East a distance of 364.05 feet to a point; thence, along the same,
- (15.) North 84° 42' 51" East a distance of 134.14 feet to a point; thence, along the same,
- (16.) North 67° 21' 51" East a distance of 175.00 feet to the first mentioned POINT AND PLACE OF BEGINNING.

SAID ABOVE DESCRIBED tract of land containing within said bounds 3,156,050 square feet or 72.4529 acres.

EXCEPTING thereout of the above described tract of land, a portion of the property subject to the rights of the public and others, lying within the limits of Saint Matthews Road (30 feet wide from centerline), State Road 10311, bounded and described as follows:

BEGINNING at a proposed concrete monument at the intersection of the northerly end of the line dividing parcel number 25-4-174 and 25-4-174.4 with the southerly ultimate right-of-way line of Saint Matthews Road (30 feet wide from centerline), and from said beginning point runs; thence, along said southerly ultimate right-of-way line,

- (1.) South  $66^{\circ} 35' 13''$  West a distance of 86.79 feet to a proposed concrete monument; thence, along the same,
- (2.) Along the arc of a circle, curving to the right, having a radius of 555.00 feet, a central angle of  $31^{\circ} 19' 43''$ , and an arc length of 303.47 feet, said arc subtended by a chord bearing South  $82^{\circ} 15' 04''$  West, a chord distance of 299.70 feet to a proposed concrete monument; thence, along the same,
- (3.) North  $82^{\circ} 05' 05''$  West a distance of 108.76 feet to a proposed concrete monument; thence, along the same,
- (4.) North  $83^{\circ} 22' 20''$  West a distance of 102.98 feet to a proposed concrete monument; thence, along the same,
- (5.) Along the arc of a circle, curving to the left, having a radius of 570.00 feet, a central angle of  $18^{\circ} 10' 07''$ , and an arc length of 180.75 feet, said arc subtended by a chord bearing South  $87^{\circ} 32' 36''$  West, a chord distance of 179.99 feet to a proposed concrete monument; thence, along the same,
- (6.) South  $78^{\circ} 27' 33''$  West a distance of 56.30 feet to a proposed concrete monument; thence, along the same,
- (7.) South  $78^{\circ} 13' 25''$  West a distance of 115.01 feet to a proposed concrete monument; thence, along the same,
- (8.) South  $79^{\circ} 15' 22''$  West a distance of 181.40 feet to a proposed concrete monument; thence, along the same,
- (9.) South  $80^{\circ} 25' 21''$  West a distance of 86.64 feet to a proposed concrete monument; thence, along the same,
- (10.) Along the arc of a circle, curving to the left, having a radius of 462.50 feet, a central angle of  $16^{\circ} 59' 28''$ , and an arc length of 137.16 feet, said arc subtended by a chord bearing South  $71^{\circ} 55' 37''$  West, a chord distance of 136.65 feet to a proposed concrete monument; thence, along the same,
- (11.) South  $63^{\circ} 25' 52''$  West a distance of 352.99 feet to a proposed concrete monument; thence, along the same,
- (12.) South  $65^{\circ} 06' 25''$  West a distance of 181.01 feet to a proposed concrete monument; thence, leaving said ultimate right-of-way line,
- (13.) North  $48^{\circ} 09' 44''$  West a distance of 33.55 feet to a point on the title line of Saint Matthews Road; thence, along said title line,

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- (14.) North 64° 06' 16" East a distance of 245.07 feet to a point; thence, along the same,
  - (15.) South 49° 14' 09" East a distance of 15.82 feet to a point; thence, along the same,
  - (16.) North 64° 15' 51" East a distance of 370.42 feet to a point; thence, along the same,
  - (17.) North 77° 47' 51" East a distance of 610.27 feet to a point; thence, along the same,
  - (18.) South 83° 27' 09" East a distance of 364.05 feet to a point; thence, along the same,
  - (19.) North 84° 42' 51" East a distance of 134.14 feet to a point; thence, along the same,
  - (20.) North 67° 21' 51" East a distance of 175.00 feet to a point; thence, leaving said title line,
  - (21.) South 22° 38' 09" East a distance of 34.59 feet to the first mentioned POINT AND PLACE OF BEGINNING.

SAID ABOVE DESCRIBED tract of land containing within said bounds 52,192 square feet or 1.1982 acres.

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Exhibit B  
Easement Plan

