

Excellence Delivered As Promised

Date: October 22, 2020

To: Steve Norcini, PE Township Engineer

From: Roger Phillips, PE

cc: Kevin W. Kochanski, RLA, CZO – Director of Community Development

Mary Eberle, Esq. – Grim, Biehn, and Thatcher Damon Drummond, PE – Gilmore & Associates, Inc.

Patricia Sherwin – Radnor Township Engineering Department

RE: Eagle and Radnor Roads

Date Accepted: 10/06/2020 90 Day Review: 01/04/2021

Gannett Fleming, Inc. has completed a review of the Preliminary Land Development for compliance with the Radnor Township Code. We have reviewed the plans based on a proposed zoning map revision that would convert this Parcel to R-2 from the current zoning designation of PI. The map revision must be approved by the Board of Commissioners prior to this plan moving forward in the approval process. The Plans were reviewed for conformance with Subdivision and Land Development, Zoning and other applicable codes of the Township of Radnor.

The applicant is proposing to construct 20 single family homes on individual lots.

The applicant has indicated in a September 28, 2020 letter that the following waiver is being requested:

• §255.12.A – To submit the plan as a preliminary/final plan

Eagle and Radnor Roads

Plans Prepared By: Site Engineering Concepts, LLC

Dated: 09/15/2020

Sewage Facilities Planning

1. Final plan approval will not be granted until Planning Approval or a Planning Exemption is received from the PA DEP. The applicant has indicated on the plans that the planning modules have been submitted to the authorities for signature and will be forwarded to the PA DEP when completed. To date, the Township has not received a copy for review.

Zoning

- 1. The zoning table must be revised to indicate the appropriate zoning district in which the project is located.
- 2. §280-20.B Not more than 18% of the area of each lot may be occupied by buildings. The zoning table on sheet 7 of the plans indicates 30%. This must be revised.
- 3. §280-20.F The maximum impervious surfaces in 30%. The zoning table on sheet 7 of the plans indicates 35%. This must be revised.
- 4. The zoning table must indicate the actual conditions for the setback and impervious and building coverage in addition to the requirements. The applicant has indicated on the zoning table that the yard setbacks and coverage estimates are based on a preliminary sketch. Actual coverage to be determined at the time of permitting, and not to exceed amounts permitted by applicable code requirements.
- 5. The Height requirements must be added to the Zoning Table.
- 6. §280-112.C. Areas of steep slopes containing slopes steeper than 14% shall be outlined as following (1) Areas containing slopes steeper than 14% but less than 20% shall be distinguished from the areas containing slopes of 20% or steeper. (2) Areas containing slopes of 20% and steeper shall be separately identified. The applicant has shown these on the plan, but the way the slopes are defined on the plans are hard to interpret. We suggest that be revised to an easier way to clearly located the steep slopes.

Subdivision and Land Development

- 1. $\S255-20-B(1)(e)[5]$ The site plan must show the size of the units (in bedrooms), if known.
- 2. §255-20-B(1)(n) Existing principal buildings (and their respective uses) and driveways on the adjacent peripheral strip. Sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets) must be shown on the plans.
- 3. $\underline{\$255-20-B(1)(0)[8]}$ All streetlights must be shown on the site plan.
- 4. $\underline{\$255-20-B(1)(0)[9]}$ All fire hydrants must be shown on the site plan.

- 5. §255-27-C(1) The right of way, ultimate right of way, cartway, curbing and sidewalks must be shown and clearly labeled along Radnor Street Road and Walnut Road.
- 6. §255.27.C(4) When a subdivision abuts or contains an existing street of inadequate right-of-way width, the Board of Commissioners may require the reservation or dedication of rights-of-way to conform with the required standards. Radnor Street Road is a Minor Collector. The right-of-way requirement is 60 feet. The applicant has indicated on the plans that the right-of-way is 33 feet. Walnut Road is a local Road.
- 7. §255.27.D(2) Cul-de-sac shall have at the closed end a turnaround with a right-of-way having a minimum outside radius of not less than 60 feet and shall be paved to a radius of not less than 40 feet. This must be shown on the plan.
- 8. §255.27.H(6) Minimum curb radii at street intersections shall be 25 feet for local streets; 30 feet for collectors; 35 feet for arterials; and 10 feet for driveways. This must be shown on the plans.
- 9. §255.37.G The minimum width of all sidewalks and pedestrian paths shall be four feet. This must be dimensioned on the plans.
- 10. §255.37.G Sidewalks and pedestrian paths shall be laterally pitched at a slope of not less than ¼ inch per foot to provide for adequate surface drainage.
- 11. §255.38B Street trees 2 ½ inches dbh at intervals of not more than 30 feet along both sides of new streets and along one or both sides of an existing street within the proposed subdivision or land development must be shown on the plans. Street tress must be provided. The landscape plan submitted only shows the replacement trees.
- 12. <u>§255-40.C(2)</u> Access and circulation for fire-fighting and other emergency equipment, moving vans, fuel trucks, garbage collection, deliveries and snow removal shall be planned for efficient operation and convenience. Turning templates for the culs-de-sac must be provided.
- 13. §255-43.1.B(1) For all residential subdivisions or land developments involving a total of four or more lots and/or dwelling units, a minimum of 1,440 square feet or suitable park and recreation land shall be provided per dwelling unit within such subdivision/land development, unless the developer agrees to a fee in lieu of \$3,307 per dwelling unit (existing or proposed).
- 14. <u>§255-49</u> Where appropriate, the developer shall install or cause to be installed, at the developer's expense, metal or fiberglass pole streetlights serviced by underground conduit

in accordance with a plan to be prepared by the developer's engineer and approved by the Board of Commissioners.

15. §255-54.B — The central water system should be designed with adequate capacity and appropriately spaced fire hydrants for fire-fighting purposes pursuant to the specification of the National Fire Protection Association. Review and approval by the Township Engineer and the Township Fire Marshall shall be required in order to ensure that adequate fire protection is provided. We note that the applicant is working with the Township Engineer and Township Fire Marshall and will incorporate their input as applicable.

Stormwater

- 1. The narrative in the stormwater report says the "drainage area map on sheet X of the plan set". Please revise this statement to indicate the correct sheet of the plan set that the drainage area map can be found.
- 2. The narrative in the stormwater report claims the limit of disturbance and stormwater regulatory area is 11,631 sf but the actual area is much greater. Please update this with the correct area.
- 3. A drainage area map is provided but it does not appear that the drainage areas are shown. Please revise the drainage area map to more clearly identify the extents of the drainage areas. Please provide a drainage area map for both the pre-construction and post-construction conditions.
- 4. Basin Volumes & Dewater Times Per Bed in stormwater report: the elevation and volume for the upper elevation of the Lot #14 bed in the of the stormwater report are not filled in. Please revise the report to include these values.
- 5. Please provide calculations on how the SCS curve numbers were calculated.
- 6. Please revise the plans to include an overlay of the soil names and boundaries.
- 7. Lot #1 Infiltration Bed: Outlet invert is listed as 358.00 on the plans and is listed as 353.75 in the hydrograph report. Please revise this inconsistency.
- 8. Lot #2 Infiltration Bed: Outlet invert and outlet pipe length are listed as 356.00 and 22.00', respectively, on the plans and are listed as 355.25 and 10.00', respectively, in the hydrograph report. Please revise these inconsistencies.

- 9. Lot #3 Infiltration Bed: Outlet pipe length is listed as 19.80' on the plans and is listed as 10.00' in the hydrograph report. Please revise this inconsistency.
- 10. Lot #6 Infiltration Bed: Slope is listed as 14.20% on the plans and 15.50% in the hydrograph report. Please revise this inconsistency.
- 11. Lot #7 Infiltration Bed: Outlet pipe length and slope are listed as 156.00' and 2.00%, respectively, on the plans and are listed as 51.60' and 15.50%, respectively, in the hydrograph report. Please revise these inconsistencies.
- 12. Lot #8 Infiltration Bed: Barrel length, outlet invert, outlet pipe length, and slope are listed as 60', 380.00, 8.00', and 2.00%, respectively, on the plans and are listed as 70', 379.75, 51.60', and 15.50%, respectively, in the hydrograph report. Please revise these inconsistencies.
- 13. Lot #9 Infiltration Bed: Outlet pipe length is listed as 10.00' on the plans and is listed as 20.00' in the hydrograph report. Please revise this inconsistency.
- 14. Lot #10 Infiltration Bed: Outlet invert is listed as 372.00 on the plans and is listed as 371.75 in the hydrograph report. Please revise this inconsistency.
- 15. Lot #11 Infiltration Bed: Outlet invert and slope are listed as 362.00 and 1.50%, respectively, on the plans and are listed as 361.50 and 0.75%, respectively, in the hydrograph report. Please revise these inconsistencies.
- 16. Lot #12 Infiltration Bed: Barrel invert, barrel length, outlet invert, outlet pipe length, and slope are listed as -6.00, 60', 383.00, and 26.00', respectively, on the plans and are listed as 380.00, 70', 382.50, and 47.00', respectively, in the hydrograph report. Additionally, it appears that the Min Final Grade, Top of Stone Elevation, and Bed Bottom Elevation on the plan table are incorrect. Please revise these values and inconsistencies.
- 17. Lot #13 Infiltration Bed: Outlet invert and outlet pipe length are listed as 385.00 and 46.40', respectively, on the plans and are listed as 384.50 and 47.00', respectively, in the hydrograph report. Please revise these inconsistencies.
- 18. Lot #14 Infiltration Bed: Outlet invert is listed as 389.00 on the plans and is listed as 388.00 in the hydrograph report. Please revise these inconsistencies.
- 19. Lot #16 Infiltration Bed: Outlet invert and slope are listed as 403.00 and 1.69%, respectively, on the plans and are listed as 403.50 and 2.25%, respectively, in the hydrograph report. Please revise these inconsistencies.

- 20. Lot #17 Infiltration Bed: Outlet invert, outlet pipe length, and slope are listed as 407.00, 150.60', and 3.80%, respectively, on the plans and are listed as 406.75, 89.00', and 2.25%, respectively, in the hydrograph report. Please revise these inconsistencies.
- 21. Lot #18 Infiltration Bed: Outlet pipe length and slope are listed as 46.40' and 3.71%, respectively, on the plans and are listed as 11.00' and 2.00%, respectively, in the hydrograph report. Please revise these inconsistencies.
- 22. Lot #19 Infiltration Bed: Outlet invert and slope are listed as 394.50 and 11.00%, respectively, on the plans and are listed as 394.00 and 11.30%, respectively, in the hydrograph report. Please revise these inconsistencies.
- 23. Lot #20 Infiltration Bed: Barrel invert and outlet invert are listed as 353.00 and 356.00, respectively, on the plans and is listed as 359.00 and 361.50, respectively in the hydrograph report. Please revise these inconsistencies.
- 24. It appears that storm pipe PP-PP11 and Outfall A5 may pose a risk of eroding Infiltration Bed #1. Please revise these items to minimize risk to the infiltration bed.
- 25. Please revise the endwall at Outfalls A2, A3, and A4 to a level spreader to discharge runoff in a disperse, unconcentrated manner. Please provide a level spreader detail.
- 26. The 2-year pre-development volume is listed as 46,928 cf in the Retention Volume Compliance Summary table and is listed as 58,591 cf in the hydrograph report. Please revise this inconsistency and ensure that the correct value is used for the 2-year post-development volume as well.
- 27. Peak Flows & Runoff Volumes Per Outfall table:
 - a. The 2-year volume for Outfall A3 appears to be calculated incorrectly. Please revise this calculation to include all applicable volumes, including Hydrograph 39 "12-Post-Bed Inflow".
 - b. The 2-year volume for Outfall A4 is inconsistent with the value found in the hydrograph report. Please revise this inconsistency.
 - c. Please update the 2-year volume for POI-A Total to reflect these revisions.
- 28. It appears that the infiltration rate in the Basin Volumes & Dewater Times Per Bed table and the Test Pit IDs in the Proposed Infiltration Bed Dimensions table are inconsistent with the Infiltration Testing Report for Lots #1, #6, #10, and #20. Please revise so that the correct infiltration rates and test pit IDs are referenced within these tables.

- 29. It appears the infiltration test elevation does not correspond to the bed bottom elevation for Lots #1, #6, #8, #11, #18, and #20. Please revise the bed bottom elevations to incorporate to the appropriate elevation.
- 30. It appears that the proposed bed bottom elevation for Lot #11 (358.5) is less than two feet from the perched water limiting zone shown on the Infiltration Testing Report (358.6). Please revise the design to provide a bed bottom at least two feet above any limiting zone.
- 31. The Overall Bed Dimensions on the Proposed Infiltration Bed Dimensions table on the plans are inconsistent with the bed footprints found on the plans for Lot #2, #10, #12, #17, #18, and #19. Please revise these inconsistencies.
- 32. The Basin Footprints on the Basin Volumes & Dewater Times Per Bed in the stormwater report are inconsistent with the bed footprints found on the plans for Lots #1-3, #6-14, and #16-20. Please revise these inconsistencies.
- 33. The Min. Final Grade is listed as 376.00 for Lot #9, and 359.00 for Lot #20 on the Proposed Infiltration Bed Dimensions table but it appears that the plans show a lower final grade. Please revise this inconsistency.
- 34. The Impervious Used in Storm Design exceeds the impervious area used in the hydrograph calculations for every lot. Please revise this column to accurately reflect the impervious area used in the stormwater design.
- 35. It appears that the area used for the Water Quality Volume calculation in the Compliance Summary table is less than the area found in the hydrograph report. Please revise these values to be consistent.
- 36. It appears that stormwater piping (PP-11 to Outfall A5) will cross proposed infiltration bed PIB-1. It also appears that this pipe will not have adequate cover. Please clarify, or revise the layout of the piping and/or infiltration bed to avoid this interference, and to provide at least one foot of cover.
- 37. Please provide conveyance pipe capacity calculations.
- 38. Please revise all storm profiles to include all pipe and utility crossings.
- 39. Please revise the Radnor Storm Main Profile and Walnut Storm Main Profile to display the proposed grade.

- 40. It appears that storm pipe PP-18 will not have adequate cover. Please revise the plans to provide at least one foot of cover.
- 41. It appears that storm pipe PP-P9A will not have adequate cover. Please revise the plans to provide at least one foot of cover.
- 42. Please provide an endwall detail.
- 43. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at that time.

Sanitary Sewer

- 1. The sanitary sewer line in Radnor Street Road and Walnut Avenue must be shown on the plans.
- 2. The existing sanitary sewer connections and disposition of the laterals must be provided on the plans.
- 3. All manholes not located in the paved areas must be equipped with watertight frames and covers
- 4. Manholes in non-improved areas must be extended 18 inches above grade.
- 5. All utilities crossing the sanitary sewers must be shown on the profile view to insure adequate vertical clearance.
- 6. Rim and invert elevations of the sanitary manholes must be shown on profile view.
- 7. The size and type of sewer must be shown on the profile view.
- 8. Minimum depth of cover for all pipe sewers shall be 5 feet. There are numerous locations where is condition is not met and it appears that the coverage is approximately 2 feet.
- 9. When pipe is to be laid in fill, the embankment height shall be at least four feet above the top of pipe before the trench is excavated. Compact embankment material to a minimum final density of not less than 90% of the maximum dry weight density at its optimum moisture content.
- 10. The grades of the sewer runs must be shown on the profiles.

- 11. A minimum 10-foot horizontal and 18-inch vertical separation must be maintained between the sanitary sewer and the water and storm sewer lines.
- 12. Profiles of the sanitary sewer laterals must be provided.
- 13. Depressed curbing (12 feet) is required where the sewer line leaves the street to provide access in the easement to the sanitary sewer line.
- 14. Laterals cannot tie directly into manholes.
- 15. Sanitary sewer branches must not tie into manholes at acute angles to the flow.
- 16. A note must be added to the plans stating no planting will be done in the Sanitary Sewer easements.
- 17. A note should be added to the plans stating who the owner of the sanitary sewer system will be and who will be responsible for its maintenance.
- 18. The laterals for lot #19 and #16 do not connect into the sanitary sewer.
- 19. The lateral for lot #18 requires an easement crossing lot #17.
- 20. The attached Radnor Township frame and cover detail and cast-iron trap detail must be added the plans.

General

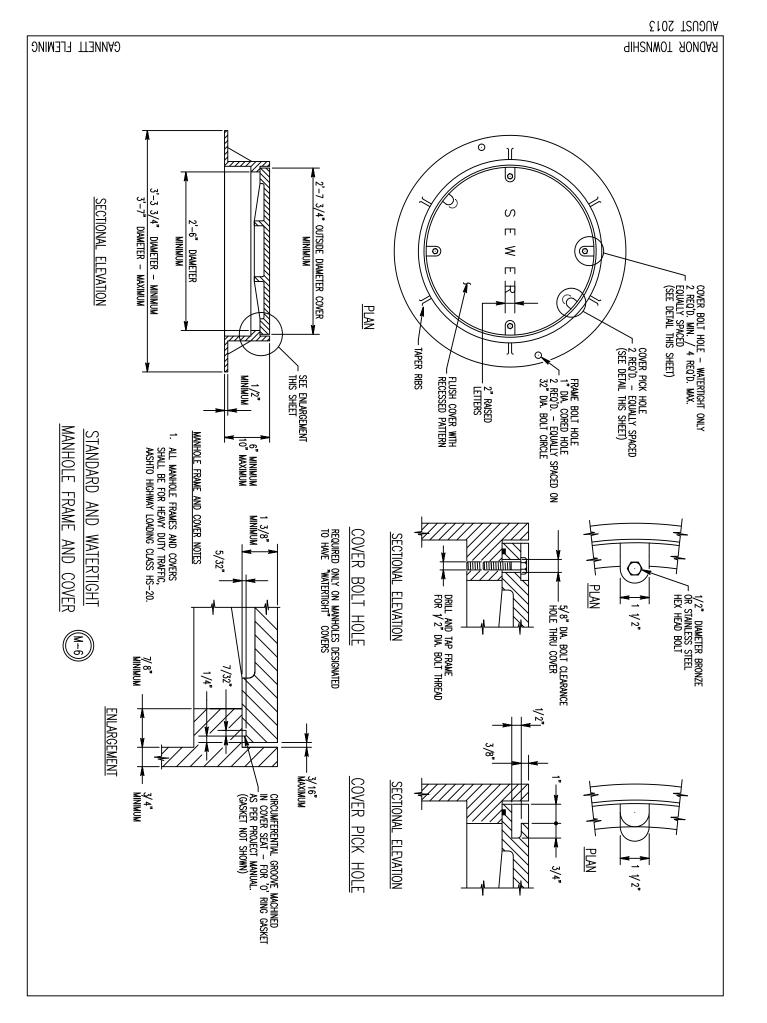
- 1. The Radnor Township Tree protection detail must be added to the plans.
- 2. Will the Beech Lane extension roadway be public or private?
- 3. Information for the retaining walls located on several of the lots must be provided.
- 4. The applicant must appear before the Shade Tree Commission and gain approval prior to this plan being presented to the Board or Commissioners.

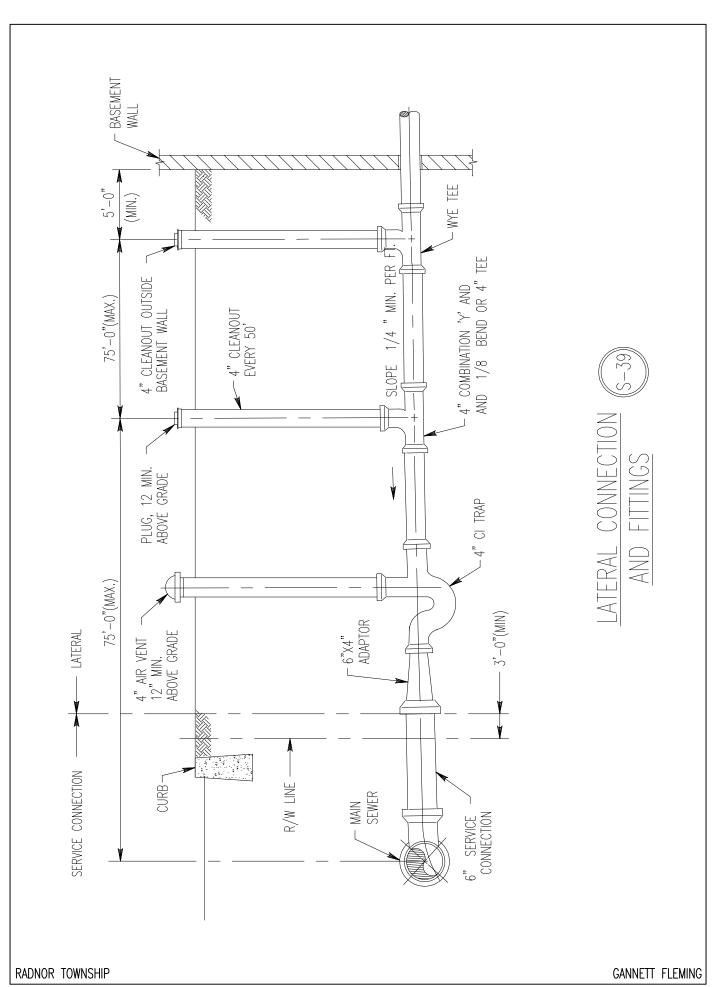
If you have any questions or require any additional information, please contact me.

Very truly yours,

GANNETT FLEMING, INC.

Roger A. Phillips, P.E. Senior Project Manager







GILMORE & ASSOCIATES, INC.

ENGINEERING & CONSULTING SERVICES

MEMORANDUM

Date: October 23, 2020

To: Steve Norcini, P.E.

From: Damon Drummond, P.E., PTOE

cc: Leslie Salsbury, P.E.

Reference: CG Wayne, LLC - Eagle & Radnor Roads

Radnor Township, Delaware County

Transportation Review 1

G&A #20-20023

Our transportation review is complete for the Subdivision plans prepared for Eagle & Radnor Roads; we offer the following comments for your consideration:

A. PROJECT DESCRIPTION

The Applicant, CG Wayne, LLC, is proposing a 20 new single-family homes development on the corner of Eagle Road and Radnor Street Road.

B. <u>DOCUMENTS REVIEWED</u>

- 1. Preliminary/Final Subdivision and Land Development Plans prepared by Site Engineering Concepts, LLC, prepared for CG Wayne, LLC, consisting of 13 sheets and dated September 15, 2020.
- 2. Traffic Impact Assessment prepared by F. Tavani and Associates, Inc., dated March 30, 2020.

C. <u>SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS</u>

- 1. §255-20.B.(1)(m) Show the existing streets adjacent to the site with rights-of-way.
- 2. §255-20.B.(1)(o)[1] & §255-21.B.(1)(o)[1] Label the proposed cartway width of the Beechtree Lane Extension.
- 3. §255-20.B.(1)(o)[7] & §255-21.B.(1)(o)[7] Label the proposed sidewalk width.
- 4. §255-21.B.(5)(a)[1] Label the proposed centerline with bearing distances.
- 5. §255-21.B.(5)(a)[2] Label the proposed intersection radii.
- 6. §255-21.B.(5)(b)[2] On the centerline profile, provide proposed center-line grade, with percent on tangents and elevations at fifty-foot intervals.

- 7. §255-21.B.(5)(c) Provide a typical section for the proposed cul-de-sac. Label the centerline, cross grade, and right-of-way.
- 8. §255-27.D(2) Label the paved and right-of-radius of the proposed cul-de-sac.
- 9. §255-28.B Provide the available and proposed sight distance at the intersection of Beechtree Lane and Radnor Street Road. Provide the sight distance at the driveway for Lot 1-6,16, and Lot 20.
- 10. §255-37.C Provide an easement for the existing and proposed sidewalk along Radnor Street Road and Walnut Avenue.
- 11. §255-37.H –Sidewalks and pedestrian paths shall not exceed a seven-percent grade. Provide labels for sidewalk grades.
- 12. §255-47.C. Along the existing street on which a subdivision or land development abuts (hereinafter called a "boundary street"), improvements shall be made to the street. The improvements to the boundary street shall be determined by the width of the required cartway and built to the specifications established by the Township §255-27.C(1). The following half widths for the roadway are required.

Right-of-Way/Cartway

Eagle Road (Major Collector)
 Radnor Street Road (Minor Collector)
 Walnut Avenue (Local Street)
 40 feet/24 feet
 30 feet/18 feet
 30 feet/14 feet

D. TRAFFIC IMPACT ASSESSMENT COMMENTS:

1. The Traffic Impact Study was conducted following acceptable standards. There are very minor technical analysis input discrepancies which will not impact the overall conclusions. We find the Traffic Impact Study acceptable.

E. GENERAL TRANSPORTATION COMMENTS:

- 1. PennDOT will require a Highway Occupancy Permit (HOP) for the access to Eagle Road (S.R. 1042) on Lot 20. The Township requests the opportunity to review all HOP plans submissions to PennDOT; as well as be given the opportunity to attend all meetings with PennDOT and carbon copied on all correspondence regarding same.
- 2. Provide spot elevations at the bottom of curb, top of curb, at minimum 25' intervals along the proposed curbline and at minimum 10' intervals along radius returns. In Additional spot elevations and slope labels must be provided within the areas of curb ramps, driveway aprons, crosswalks, and sidewalk to ensure ADA compliance.
- 3. Revise the plans to include the details for the proposed sidewalk, curb, ADA compliant ramps and crosswalk on Beechtree Lane.
- 4. Provide an ADA ramp at Radnor Street Road and Walnut Avenue with the proposed sidewalk at the intersection.
- 5. A shared driveway is proposed for Lot 17 and Lot 18. In lieu of a shared access, consider, having one of the lots access Eagle Road. If a shared access remains, it will require an access easement between the two lots.

- 6. Provide ADA connection at the intersection of Eagle Road/Radnor Street Road. Consider removing the existing steps and construct an ADA accessible walkway to the intersection.
- 7. Provide ADA compliant crossings at the intersection of Eagle Road and Radnor Chester Road. Provide crosswalks for crossing the eastern and northern leg for the intersection. The crossing improvement would include curb ramps, pedestrian signal heads and push buttons.

SITE ENGINEERING CONCEPTS, LLC

Consulting Engineering and Land Development Services

September 28, 2020

Board of Commissioners Radnor Township 301 lven Avenue Wayne, PA 19087

Re: Waiver Request

Section 255-12.A, Preliminary Submission Eagle Road and Radnor Road Subdivision

Dear Members of the Board:

CG Wayne, LLC respectfully requests a waiver from Section 255-12.A of the Township Code to permit the above-referenced land development application to proceed and be reviewed as a single preliminary/final land development plan. Section 255-12.A requires, in relevant part, that an applicant must submit an individual preliminary application for a major subdivision. Should the Township have any questions or require additional information, please contact me at pspellman@site-engineers.com or 610.523.9002.

Sincerely,

Patrick Spellman, P.E.

Cc: Devin Touhey, CG Wayne

Will Collins, CG Wayne David Falcone, Saul Ewing

SITE ENGINEERING CONCEPTS, LLC

CIVIL ENGINEERING AND CONSULTING SERVICES

TRANSMITTAL		
TO: Patricia Sherwin	FROM: Patrick Spellman	
COMPANY: Radnor Township	DATE: 9/15/2020	
STREET ADDRESS: 301 Iven Avenue	PHONE:	
CITY, ZIP: Wayne, PA 19087	sender's reference number: 36-02-978 Eagle & Radnor Rds	
Preliminary Subdivision & Land Development Plan Application Eagle and Radnor Roads	CG Wayne, LLC, Owner & Applicant	

COPIES	SHEETS	DATE	ITEM
2	2	9/14/2020	SALDO APPLICATION
1	#1038	9/10/2020	\$10,500 LAND DEVELOPMENT APPLICATION FEE
2	2	9/14/2020	ACT 247 APPLICATION
1	#4452	9/15/2020	\$350 COUNTY REVIEW FEE
2	3	5/9/2019	PROOF OF OWNERSHIP
2	9	4/2/2018	TITLE REPORT
13	13	9/15/2020	PLAN SET, FULL SCALE
7	13	9/15/2020	PLAN SET, HALF- SCALE
2	283	9/9/2020	PCSM NARRATIVE & CALCULATIONS
2	102	3/30/2020	TRAFFIC REPORT
2	1	6/2/2020	AQUA AVAILABILITY LETTER
1	-	9/15/2020	FLASH DRIVE

NOTES/COMMENTS:

On behalf of CG Wayne, LLC, SITE Engineering Concepts, LLC. is pleased to submit the attached subdivision and land development plan application. Please note the sewage planning mailer has been sent to DEP. If you have any questions or comments, please contact me at pspellman@site-engineers.com or 610.523.9002. Thank you.

DELAWARE COUNTY PLANNING COMMISSION

APPLICATION FOR ACT 247 REVIEW

Incomplete applications will be returned and will not be considered "received" until all required information is provided.

Please type or print legibly

DEVELOPER/APPL	ICANT			
Name_CG WAYNE, LLC_ATTN: DEVIN TUOHEY E-mail_DTOUHEY@CONCORDIAGROUP.BIZ				
Address_161 LEVERING	GTON AVE, STE 1	01, PHILADELPHIA, PA	19147 Phone 347.330	.0048
Name of Development_	SE Corner of Eagle a	nd Radnor Roads (36-02-009	97810) & 1052/1056 Eagle Ro	ad (36-02-0097820)
Municipality RADNOR				
ARCHITECT, ENGIN	NEER, OR SURV	EYOR		
Name of Firm SITE EN	GINEERING CONC	CEPTS, LLC Phone	610.523.9002	
Address PO BOX 1992 Contact PATRICK SPELI			ELLMAN@SITE-ENGINEE	RS.COM
		Utilities		
Type of Review	Plan Status	Existing	Proposed	Environmental Characteristics
☐ Zoning Change	Sketch	☑ Public Sewerage	✓ Public Sewerage	C1441 40001 150105
✓ Land Development	✓ Preliminary	☐ Private Sewerage	☐ Private Sewerage	☐ Wetlands
✓ Subdivision	✓ Final	☑ Public Water	☑ Public Water	☐ Floodplain
☐ PRD	☐ Tentative	☐ Private Water	☐ Private Water	☐ Steep Slopes
Zoning District Currently	y PI, Proposed Map c		x Map # 36 / 06 / 004:010 x Folio # 36 / 02 / 00978	/ 10

STATEMENT OF INTENT WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.				
Existing and/or Proposed Use	of Site/Buildings:			
EXISTING: 14 DETACHED SINGLE	E FAMILY HOMES AND CO	LLEGE PARKING LOT ON 2 L	OTS.	
PROPOSED: 20 DETACHED SIN	GLE FAMILY HOMES ON 20	LOTS	-	
Total Site Area	19.53	Acres		
Size of All Existing Buildings	19913	Square Feet		
Size of All Proposed Building	gs 65300	Square Feet		
Size of Buildings to be Demo	lished 19913	Square Feet		
		11// 11.	_ /	
DEVIN TOUHEY Print Developer's Name		Developer's Signature	1	
Time Developer's Ivame		Developer's Signature	/	
			WATER THE ATTEMPT OF THE PARTY	
MUNICIPAL SECTION ALL APPLICATIONS AND	THEIR CONTENT AR	E A MUNICIPAL RESP	ONSIBILITY.	
Local Planning Commission	Regular Meeting_			
Local Governing Body	Regular Meeting			
Municipal request for DCPD	staff comments prior to	DCPC meeting, to meet r	nunicipal meeting date:	
Actual Date Needed				
IMPORTANT: If previously	submitted, show assigne	d DCPD File#		
Print Name and Title of Design	gnated Municipal Officia	1	Phone Number	
Official's Signature		Date		
FOR DCPD USE ONLY				
Review Fee: Ch	neck #	Amount \$	Date Received	

Applications with original signatures must be submitted to DCPD.

RADNOR TOWNSHIP 301 IVEN AVE WAYNE PA 19087 P) 610 688-5600 F) 610 971-0450 WWW.RADNOR.COM

SUBDIVISION ~~ LAND DEVELOPMENT SE Corner of Eagle and Radnor Roads (36-02-0097810) & 1052/1056

Location of Property Eagle	Road (36-02-	-009782	0)		
Zoning District Currently F Map Chan	PI; Proposed ge to R-2		Application No(Tw	vp. Use)	
Fee	Ward No	1	Is property in HARE	3 District NO	
Applicant: (Choose one)	Owner		Equitable Ov	vner X	
Name CG WAYNE, LLC	ATTN: DEVIN	LTUOH	ΞΥ		
Address 161 LEVERINGT	ON AVE, ST	Ξ 1 <u>01,</u> F	PHILADELPHIA, PA	A.19147	
Telephone 347.330.0048	F	ax	Cell		
Email <u>DTOUHEY@COM</u>	NCORDIAGR	OUP.BI	Z		
Designer: (Choose one)	Engineer	Χ	Surve	eyor	
Name SITE ENGINEERII	NG CONCEP	TS, LLC			
Address PO BOX 1992,	SOUTHEAST	ERN, P	A 19399		
Telephone 610.523.9002		Fax			
Email _PSPELLMAN@SI	TE-ENGINEE	RS.COM	Л		
Area of property 850,624	SF (19.53 AC	Area o	f disturbance 597,2	76 SF (13.71	AC)
Number of proposed building	gs 20	Propos	ed use of property _		
Number of proposed lots 20	0			DETACHED	HOMES
Plan Status: Sketch Plan Are there any requirements	Prelimin	nary <u>X</u> (SALD)	X Final X Revis) that are not in com	sed npliance with?	NO

	my requirements of Chapter 255 (SALDO) not being adhered to?
NO	e reason for noncompliance.
NO	
Are there a	my infringements of Chapter 280 (Zoning), and if so what and why?
	EVELOPMENT IS BASED ON THE PROPOSED ZONING MAP CHANGE
	PI TO R-2 FOR THE PARCELS.
	Corporation/Partnership Name
CG WAY	NE, LLC
T 1 11-	and the state of the same and any tell any man or systhetized representative of the
1 do nereby	y certify that I am the owner, equitable owner or authorized representative of the rhich is the subject of this application.
property w	iner is the subject of this application.
Signature	11th M
J	7 7
Print Nam	PEVIN TUOHEY
By filing th	his application, you are hereby granting permission to Township officials to visit
the site for	review purposes.
NOTE:	All requirements of Chapter 255 (Subdivision of Lane) of the Code of the
1,0 22,	Township of Radnor must be complied with whether or not indicated in this
	application.



June 2, 2020

David J. Sanders, P. E. Site Engineering Concepts, LLC PO Box 1992 Southeastern, PA 19399

Re:

Water Availability

Concordia – Eagle and Radnor Road Radnor Township, Delaware County

Dear Mr. Sanders:

This letter will serve as confirmation that the above referenced property is situated within Aqua Pennsylvania Inc.'s ("Aqua") service territory. Service will be provided in accordance with Aqua's Rules and Regulations.

This proposed development will require a main extension(s) for service to be available. A main extension from Aqua's existing 8-inch main in Radnor Road will be required. A main extension plan utilizing Aqua plan standards must be prepared and submitted to this office for review and approval. Following approval of the main extension design and plan, construction of the main extension project would be completed by the Builder under our standard Builder's Extension Agreement.

Flow data information may be obtained from our Production Department so that you may determine the adequacy of our supply for your project needs. Please fax a written request to Lisa Thomas Oliva at 610-645-1162 containing the address, street, cross street and municipality and all pertinent contact information.

If I can be of further assistance, you may contact me at (610) 645-4230.

Sincerely,

Michael Linkiewicz

New Business Representative

Michael Linkiewie



ALTA Commitment for Title Insurance

Issued By
First American Title Insurance Company

Commitment

COMMITMENT FOR TITLE INSURANCE Issued By FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President
Jeffrey J. Probinson

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Sage Premier Settlements. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I — Requirements; and Schedule B, Part II — Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A:
 - (e) Schedule B, Part I-Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000.00 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitrations rules at http://www.alta.org/arbitration.

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Issued By First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Sage Premier Settlements Issuing Office: Sage Prem-BRMS

Issuing Office's ALTA® Registry ID: 1004955

Loan ID Number:

Commitment Number: 258938BRMS

Property Address: 1300 Eagle Road (West Campus), Wayne, PA 19087

SCHEDULE A

- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
- 4. The Title is, at the Commitment Date, vested in: Eastern University, a Pennsylvania non-profit corporation

BEING the same premises which Valley Forge Military Academy Foundation, a Pennsylvania non-profit corporation, by Deed dated 05/20/2010 and recorded 05/21/2010 in the Office of the Recorder of Deeds in and for the County of Delaware in Record Book 4744, Page 1451, granted and conveyed unto Eastern University, a Pennsylvania non-profit corporation.

5. The Land is described as follows: SEE ATTACHED EXHIBIT A

First American Title Insurance Company

BY:

Authorized Countersignature
Sage Premier Settlements
Company
Broomall, PA
City, State

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EXHIBIT "A"

The land referred to herein below is situated in the County of Delaware, State of Pennsylvania, and described as follows:

PREMISES A:

ALL THAT CERTAIN tract or piece of land with the buildings and improvements thereon erected, Situate in the Township of Radnor, County of Delaware and State of Pennsylvania, being Sections "A" and "B" on Plan of Edgewood Lake made by Samuel M. Garrigues, Esquire, Civil Engineer, said plan being recorded in the Office for the Recording of Deeds in and for the County of Delaware in Deed Book Z-9 Page 622, bounded and described as follows, to wit:

BEGINNING at a stone set at the intersection of the middle line of Walnut Avenue with the middle line of Radnor Street Road; thence along the middle line of said road by land now or late of H. Wendell North 26 degrees 18 minutes West 481.56 feet to a stone set at the intersection of the middle line of Beech Tree Lane; thence still along the middle line of said road by land of Reginald L. Hart and John W. Morrison the two (2) following courses and distances: (1) North 26 degrees 18 minutes West 106.85 feet to a stone; and (2) North 28 degrees 40 minutes West 540.14 feet to a stone set at the intersection of the middle line of Eagle Road; thence along the middle line of said Road by land of Edward deV. Morrell the two (2) following courses and distances: (1) North 85 degrees 11 minutes East 366.63 feet to a stone and (2) North 89 degrees 45 minutes East 663.70 feet to a stone set at the intersection of the middle line of Chamouni Drive; thence along the middle line of said Drive on a line curving to the left with a radius of 870.66 feet the distance 135.52 feet to a stone at the intersection of the middle line of Beech Tree Lane (the chord of said curved line has a bearing South 04 degrees 42 minutes East and length of 135.39 feet); thence still along the middle line of said Drive on a line curving to the left with a radius of 870.66 feet the distance of 306.05 feet to a stone (the chord of said curved line has a bearing South 18 degrees East and length 304.47 feet); and thence still along the middle line of said Drive on a line curving to the right with a radius of 300.00 feet the distance of 499.86 feet to a stone in the middle line of Walnut Avenue aforesaid (the chord of said curved line has a bearing South 19 degrees 40 minutes West and length 444.01 feet); thence along the middle line of said Walnut Avenue South 67 degrees 25 minutes West 500.00 feet to the place of beginning.

FOLIO NO. 36020097810 Containing 18.1132 acres, more or less

PREMISES B:

ALL THAT CERTAIN lot or piece of ground Situate in the Township of Radnor, County of Delaware and State of Pennsylvania, described according to a Map of Property of J. D. Otley, made by M. R. and J. B. Yerkes, Civil Engineers, Bryn Mawr, Pa., on December 30, 1948 and revised January 19, 1955, as follows, to wit:

BEGINNING at a point in the middle line of Eagle Road (40 feet wide) measured the two (2) following courses and distances along said middle line from its intersection with the middle line of Paul Road; (1) South 88 degrees 05 minutes West 170.49 feet to a point; and (2) North 57 degrees 00 minutes West 353.89 feet to a point; thence extending from said beginning point along land late of the Grantors South 33 degrees 00 minutes West 305.41 feet to a point in the middle line of Chamouni Avenue (not built); thence extending along the middle line of Chamouni Avenue (not built) the two (2) following courses and distances: (1) on the arc of a circle curving to the left with a radius of 300.00 feet the arc distance of 10.00 feet (the chord of said arc bears North 27 degrees 21 minutes 07 seconds West 9.98 feet) to a point; and (2) on the arc of a circle curving to the right with a radius of 870.66 feet the arc distance of 441.57 feet (the chord of said arc bears North 13 degrees 33 minutes West 436.85 feet) to a stone marking the intersection of the middle lines of Chamouni Avenue (not built) and Eagle Road; thence extending along the middle line of Eagle Road South 57 degrees 00 minutes East 325.80 feet to the first mentioned point and place of beginning.

FOLIO NO. 36020097820 Containing 1.341 acres, more or less

Being the same premises which Valley Forge Military Academy Foundation, a Pennsylvania Non-Profit Corporation, b Deed dated 05/20/2010 and recorded 05/21/2010 in the Office of the Recorder of Deeds in and for the County of Delaware in Record Book 4744, Page 1451, granted and conveyed unto Eastern University, a Pennsylvania Non-Profit Corporation

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Original photo identification for all parties to the transaction must be provided.
- 6. Proof to be furnished that as to each grantor/mortgagor who is an individual, if presently married, that he/she is neither separated from his/her spouse nor a party to any pending divorce proceeding in any jurisdiction, otherwise, the non-record spouse must join in the deed or mortgage contemplated hereunder.
- 7. Proof that there are no overdue support obligations of record with the Domestic Relations Section of the parties to this transaction, up through the date of recording of the instruments to be insured.
- 8. Town, County and School Taxes and Water and Sewer Rents for the prior three years. (Receipts to be produced and filed with the Company.) If certification of payment or amount due is obtained from the taxing and municipal authorities in lieu of such receipts, proof must be provided that the taxing and municipal authorities have not turned collection of any unpaid amounts over to a collection agency or law firm. Absent such proof, or if the taxing or municipal authorities have turned collection over to a collection agency or law firm, then additional certification of payment or amount due to be obtained from such collection agency or law firm.
- 9. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company.)

PARCEL IDENTIFICATION NUMBER: 36020097810 (Premises A)

ASSESSMENT: \$2,974,710.00 (Exempt)

- 10. The Company may make other requirements or exceptions upon its review of the documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.
- 11. Mortgages: NONE
- 12. Judgments: NONE
- 13. SUIT: Debra Jacono vs. Eastern University (1300 Eagle Road St. Davids, PA 19085), et al. filed 09/21/2018 in Case No. CV-2018-007471.
- 14. SUIT: Christina Perrone vs. Eastern University (1300 Eagle Road St. Davids, PA 19087) filed 10/11/2018 in Case No. CV-2018-008012.
- 15. SUIT: Karissa Brady vs. Eastern University (1300 Eagle Road St. Davids, PA 19087) filed 01/24/2019 in Case No. CV-2019-000599.
- 16. Financing Statements: None

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- 17. As to Eastern University, a Pennsylvania non-profit corporation, proof must be furnished:
 - a. Of proper Resolution of the Board of Directors in accordance with their By Laws.
 - b. Certificate of Good Standing must be furnished (only if the corporation is a foreign corporation, i.e. incorporated in a state other than Pennsylvania).
 - c. Certified copy of the By Laws with all amendments, must be furnished.
- 18. Real estate taxes returned to the Tax Claim Bureau of Delaware County not certified. Proper certification to be obtained from said bureau.
- 19. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 36020097810 (Premises A) Assessment: \$2,974,710.00 (Exempt)

20. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the company.

Tax Account Number: 36020097820 (Premises B) Assessment: \$391,280.00 (Exempt)

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 2. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement(s) of sale.
- 3. Any variation in location of lines or dimensions or other matters which an accurate survey would disclose.
- 4. Easements, or claims of easements, not shown by the Public Records.
- 5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. Possible additional tax increase based on additional assessments.
- 7. Accuracy of area content not insured.
- 8. Title to that part of the premises lying in the bed and right of way of all roads, driveways and alleyways is subject to the public and private rights therein.
- 9. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
- 10. Subject to all matters shown on the Plan as recorded in the Recorder's Office of Delaware County, Pennsylvania in Deed Book Z-9, Page 622.
- 11. Rights granted to The Bell Telephone Company of Pennsylvania as set forth in Volume 1282, Page 2129 and Deed Book 2055, Page 613.
- 12. Rights granted to Bell Atlantic Pennsylvania, Inc. as set forth in Volume 2071, Page 2089.
- 13. Rights granted to Philadelphia Electric Company as set forth in Volume 21, Page 1459; Volume 544, Page 1197; Volume 840, Page 2031; Volume 43, Page 1446; Deed Book 1426, Page 196; Deed Book 2154, Page 376; Deed Book 2226, Page 67 and Deed Book 953, Page 269.
- 14. Rights granted to Philadelphia Suburban Water Company as set forth in Record Book 2396, Page 1395.
- 15. Easement Agreement as set forth in Volume 1574, Page 853.
- 16. Deed of Grant of Easement as set forth in Volume 24, Page 1421.
- 17. Restrictions and other matters, if any, appearing of record in Deed Book I-10, Page 276 and Deed Book S-6, Page 57 (As to Premises B), but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42

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USC 3604(c).

- 18. Sewer Easement Agreement as set forth in Deed Book 2526, Page 453.
- 19. Settlement Agreement as set forth in Record Book 4987, Page 317; Assignment and Assumption in Record Book 5284, Page 880.
- 20. Subject to rights of other littoral/riparian owners abutting Gulph Creek, a body of water which flows through or along the subject premises.
- 21. Subject to rights of other littoral/riparian owners abutting unnamed, a body of water which flows through or along the subject premises.
- 22. Conditions as disclosed by Boundary & Topographic Survey, File No. CP 10028 dated 3/31/2010 for Eastern University by Control Point Associates, Inc., 1600 Manor Drive, Suite 120, Chalfont, PA 18914

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AGREEMENT OF SALE

Between

EASTERN UNIVERSITY

Seller

- and -

CG WAYNE, LLC

Purchaser

Property: Eastern University West Campus

AGREEMENT OF SALE

9th	THIS A	GRITEMENT	OF SALE (the	"Agreement") oy and betweer	is dated as of the EASTERN UNI	; IVERSITY
a Non-Profit	Corporation	on organized ur	nder the laws of	the Commony	vealth of Pennsyl	vania (the
"Seller"), and	d CG WAY	NE, LLC, a lii	mited liability c	ompany organi	ized under the lav	vs of the
Commonwe	alth of Peni	nsylvania (the '	"Purchaser").			

BACKGROUND

Seller is the owner of certain Parcels of real estate (as hereinafter defined) located at 1300 Eagle Road, Radnor Township, Delaware County, Pennsylvania, being more commonly known as the West Campus, Folio Numbers 36-02-00978-10 and 36-02-00978-20. Seller now desires to sell and Purchaser desires to purchase the Premises, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound, Seller and Purchaser agree as follows:

1. Agreement to Sell and Purchase.

Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller the following:

- 1.1. Parcels. The land included in each Property (each, a "Parcel" and collectively, the "Parcels"). Each Parcel is described by metes and bounds under its Property Name in Exhibit 1.1.
- 1.2. <u>Improvements</u>. The buildings and other improvements located on the Parcels, including all fixtures, electrical, heating, ventilating, air conditioning, plumbing, security, fire suppression and other mechanical systems (the "Improvements").
- 1.3. <u>Appurtenances</u>. All easements, rights of way, licenses, privileges, hereditaments and appurtenances, if any, belonging to or inuring to the benefit of the Parcels, and all right, title and interest of Seller in and to any land lying in the bed of any highway, street, road or avenue, opened or proposed, in front of or abutting or adjoining the Parcels (collectively, the "Appurtenances").

The Parcels, Improvements and Appurtenances are referred to collectively as the "Premises".

IN WITNESS WHEREOF, intending to be legally bound hereby, Purchaser and Seller have executed this Agreement as of the date first above written.

SELLER:

EASTE	RN UNIVERSITY
By:	Corald A Mother
Name:	Ronald A. Matthews
Title:	President
PURCE	IÁSER.
roker	MOLK.
CG WA	YNE LLC
By: <u>///</u> /	in last
Name:	Derin Tucken
Title	Madrice



MEMO TO:

Richard Eisenstaedt, General Counsel

Eastern University

FROM:

Marjorie A. Kelly, Closing Officer

RE:

Radnor Road and Eagle Road

Radnor Township, Delaware Co., PA

DATE:

December 13, 2010

Enclosed you will find the following:

1) Original recorded Deed

2) Owner's policy of Title Insurance #8122638-80873617

Please don't hesitate to call me should you require additional information or if you have any questions.

1436 LANCASTER AVENUE

P.O. BOX 568

PAOLI, PA 19301

P: 610.889.9670

F: 610.647.0243

RD BK04744-1451

2010027729 05/21/2010 02:09:04 PM:1

RCD FEE: \$82.50 POL SUB TAX: \$150,000.00 ST TAX: \$100,000.00

THOMAS J. JUDGE SR. ROD 36-RADNOR \$150 000.00

DELAWARE

Prepared by/Return to: General Search & Abstract, LLC 312 West State Street Kennett Square, PA 19348

Parcel No.:

36-02-00978-10 and 36-02-00978-20

(which parcels were originally Part of 36-02-00978-00)

This Indenture Made this 20th day of May, 2010

Between

Valley Forge Military Academy Foundation, a Pennsylvania non-profit corporation (hereinafter called the Grantor),

And

Eastern University, a Pennsylvania non-profit corporatio (hereinafter called the Grantee),

Witnesseth That the said Grantor for and in consideration of the sum of (\$10,000,000.00) Ten Million and 00/100 Dollars

lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

(SEE ATTACHED SCHEDULE C)

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in, and to the same.

To have and to hold the said lot or piece of ground above described with the buildings and improvements thereon erected hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

Under and subject to restrictions which appear on record.

And the said Grantor for itself and its successors does by these presents, covenant, grant and agree, to and with the said Grantee, its Successors and Assigns, that it, the said Grantor all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be with the Appurtenances unto the said Grantee, its Successors and Assigns, against it the said Grantor and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part

Order Number: 3061267 File # Eastern University

Schedule C Description and Recital

PARCEL 1:

ALL THAT CERTAIN tract or piece of land with the buildings and improvements thereon erected, Situate in the Township of Radnor, County of Delaware and State of Pennsylvania being Sections "A" and "B" on Plan of Edgewood Lake made by Samuel M. Garrigues, Esquire, Civil Engineer, said plan being recorded in the Office for the Recording of Deeds in and for the County of Delaware in Deed Book Z-9 page 622, bounded and described as follows, to wit:

BEGINNING at a stone set at the intersection of the middle line of Walnut Avenue with the middle line of Radnor Street Road; thence along the middle line of said road by land now or late of H. Wendell North 26 degrees 18 minutes West 481.56 feet to a stone set at the intersection of the middle line of Beech Tree Lane; thence still along the middle line of said road by land of Reginald L. Hart and John W. Morrison the two (2) following courses and distances: (1) North 26 degrees 18 minutes West 106.85 feet to a stone; and (2) North 28 degrees 40 minutes West 540.14 feet to a stone set at the intersection of the middle line of Eagle Road; thence along the middle line of said Road by land of Edward deV. Morrell the two (2) following courses and distances: (1) North 85 degrees 11 minutes East 366.63 feet to a stone and (2) North 89 degrees 45 minutes East 663.70 feet to a stone set at the intersection of the middle line of Chamouni Drive; thence along the middle line of said Drive on a line curving to the left with a radius of 870.66 feet the distance 135.52 feet to a stone at the intersection of the middle line of Beech Tree Lane (the chord of said curved line has a bearing South 04 degrees 42 minutes East and length of 135.39 feet); thence still along the middle line of said Drive on a line curving to the left with a radius of 870.66 feet the distance of 306.05 feet to a stone (the chord of said curved line has a bearing South 18 degrees East and length 304.47 feet); and thence still along the middle line of said Drive on a line curving to the right with a radius of 300.00 feet the distance of 499.86 feet to a stone in the middle line of Walnut Avenue aforesaid (the chord of said curved line has a bearing South 19 degrees 40 minutes West and length 444.01 feet); thence along the middle line of said Walnut Avenue South 67 degrees 25 minutes West 500.00 feet to the place of beginning.

CONTAINING 18.1132 acres, more or less.

PARCEL 2:

ALL THAT CERTAIN lot or piece of ground Situate in the Township of Radnor, County of Delaware and State of Pennsylvania described according to a Map of Property of J. D. Otley, made by M. R. and J. B. Yerkes, Civil Engineers, Bryn Mawr, Pa., on December 30, 1948 and revised January 19,1955, as follows, to wit:

BEGINNING at a point in the middle line of Eagle Road (40 feet wide) measured the two (2) following courses and distances along said middle line from its intersection with the middle line of Paul Road; (1) South 88 degrees 05 minutes West 170.49 feet to a point; and (2) North 57 degrees 00 minutes West 353.89 feet to a point; thence extending from said beginning point along land late of the Grantors South 33 degrees 00 minutes West 305.41 feet to a point in the middle line of Chamouni Avenue (not built); thence extending along the middle line of Chamouni Avenue (not built) the two (2) following courses and distances: (1) on the arc of a circle curving to the left with a radius of 300.00 feet the arc distance of 10.00 feet (the chord of said arc bears North 27 degrees 21 minutes 07 seconds West 9.98 feet) to a point; and (2) on the arc of a circle curving to the right with a radius of 870.66 feet the arc distance of 441.57 feet (the chord of said arc bears North 13 degrees 33 minutes West 436.85 feet) to a stone marking the intersection of the middle lines of

Order Number: 3061267 File # Eastern University

Chamouni Avenue (not built) and Eagle Road; thence extending along the middle line of Eagle Road South 57 degrees 00 minutes East 325.80 feet to the first mentioned point and place of beginning.

CONTAINING 1.341 acres more or less.

Tax ID / Parcel No. 36-02-00978-00 (part of)

Being as to Parcel 1: The same premises which The Pennsylvania Company for Banking and Trusts, et al, by Deed dated 5/13/1953 and recorded 5/19/1953 in Delaware County in Deed Book 1572 Page 575 conveyed unto The Valley Forge Military Academy Foundation, in fee.

Being as to Parcel 2: The same premises which James D. Otley and Catherine H. Otley, his wife, by Deed dated 7/18/1955 and recorded 7/27/1955 in Delaware County in Deed Book 1776 Page 458 conveyed unto The Valley Forge Military Academy Foundation, in fee.

thereof, by from, or under them or any of them, shall and will subject to aforesaid WARRANT and forever DEFEND.

In Witness Whereof, the said Grantors h day and year first above written.	ave caused these presents to be duly executed dated the
Sealed and Delivered In the presence of us:	Valley Forge Military Academy Foundation a Pennsylvania nongridal dispersion (SEAL) BY: William R. Floyd, Jr. Chairman of the Board of Trustees and Acting President of the Foundation
COMMONWEALTH OF PENNSYLVANIA COUNTY OF	: SS _ :
William R. Floyd, Jr. who acknowledged him and Acting President of the Valley Forge Mil	fore me, a Notary Public, personally appeared aself to be the Chairman of the Board of Trustees itary Academy Foundation, a Pennsylvania non-ed to do so, executed the foregoing instrument erein contained by signing the name of the
IN WITNESS WHEREOF, I have her	eunto set my hand and official seal.
	Notary Public My Commission Expires:
PREMISES: Radnor Road and Eagle Road Radnor Township Delaware County, Pennsylvania	COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL TIFFANY MARKOSKI, Notary Public Upper Merion Twp., Montgomery County My Commission Expires August 30, 2011
The address of the above-named Grantee is:	
1300 Eagle Road	
St. Davids, PA 19087	<u> </u>

On the behalf of the Grantee



Policy No.: PA0831-81-3061267-2010.8122638-80873617

OWNER'S POLICY OF TITLE INSURANCE

Issued by Commonwealth Land Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- Title being vested other than as stated in Schedule A.
- Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - A defect in the Title caused by
 - forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered; (iii)
 - failure to perform those acts necessary to create a document by electronic means authorized by law; (iv)
 - a document executed under a falsified, expired, or otherwise invalid power of attorney; (v)
 - a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means (vi) authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
- Unmarketable Title.
- No right of access to and from the Land.
- The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - (d) environmental protection
 - if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
- An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- Title being vested other than as stated in Schedule A or being defective
 - as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - to be timely, or
 - to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

Marjorid A.

PA0831

3061267 General Search & Abstract LLC

312 W State Street

Kennett Square, PA 19348

Tel:(610) 889-9670 Fax:(610) 647-0243 COMMONWEALTH LAND TITLE INSURANCE COMPANY

ATTEST

President

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- d) "Insured": The Insured named in Schedule A.
 - i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - if the stock, shares, memberships, or other equity interests of the grantee are whollyowned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

- e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Řecords established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (K) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever

medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
 - To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%,
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals. it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title

Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE

CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at P.O. Box 45023, Jacksonville, FL 32232-5023.



Policy of Title Insurance

Commonwealth Land Title Insurance Company

Schedule A

File No.: 3061267

Policy No.: 8122638-80873617

Address Reference:

1001 Eagle Road Radnor Township Delaware County, PA

Amount of Insurance: \$10,000,000.00

Date of Policy: May 21, 2010

1. Name of Insured Eastern University

- 2. The estate or interest in the Land that is insured by this policy is: Fee Simple
- 3. Title is vested in:
 Eastern University, a Pennsylvania non-profit corporation by virtue of a Deed from Valley Forge Military Academy Foundation recorded May 21, 2010 in Record Book 04744 page 1451.
- 4. The land referred to in this policy is described as follows: See attached Exhibit A

Countersigned:

General Search & Abstract, I

312 West State Street

Kennett Square, PA 19348

Exhibit A

Policy Number: 8122638-80873617

PARCEL 1:

ALL THAT CERTAIN tract or piece of land with the buildings and improvements thereon erected, Situate in the Township of Radnor, County of Delaware and State of Pennsylvania being Sections "A" and "B" on Plan of Edgewood Lake made by Samuel M. Garrigues, Esquire, Civil Engineer, said plan being recorded in the Office for the Recording of Deeds in and for the County of Delaware in Deed Book Z-9 page 622, bounded and described as follows, to wit:

BEGINNING at a stone set at the intersection of the middle line of Walnut Avenue with the middle line of Radnor Street Road; thence along the middle line of said road by land now or late of H. Wendell North 26 degrees 18 minutes West 481.56 feet to a stone set at the intersection of the middle line of Beech Tree Lane; thence still along the middle line of said road by land of Reginald L. Hart and John W. Morrison the two (2) following courses and distances: (1) North 26 degrees 18 minutes West 106.85 feet to a stone; and (2) North 28 degrees 40 minutes West 540.14 feet to a stone set at the intersection of the middle line of Eagle Road; thence along the middle line of said Road by land of Edward deV. Morrell the two (2) following courses and distances: (1) North 85 degrees 11 minutes East 366.63 feet to a stone and (2) North 89 degrees 45 minutes East 663.70 feet to a stone set at the intersection of the middle line of Chamouni Drive; thence along the middle line of said Drive on a line curving to the left with a radius of 870.66 feet the distance 135.52 feet to a stone at the intersection of the middle line of Beech Tree Lane (the chord of said curved line has a bearing South 04 degrees 42 minutes East and length of 135.39 feet); thence still along the middle line of said Drive on a line curving to the left with a radius of 870.66 feet the distance of 306.05 feet to a stone (the chord of said curved line has a bearing South 18 degrees East and length 304.47 feet); and thence still along the middle line of said Drive on a line curving to the right with a radius of 300.00 feet the distance of 499.86 feet to a stone in the middle line of Walnut Avenue aforesaid (the chord of said curved line has a bearing South 19 degrees 40 minutes West and length 444.01 feet); thence along the middle line of said Walnut Avenue South 67 degrees 25 minutes West 500.00 feet to the place of beginning.

CONTAINING 18.1132 acres, more or less.

PARCEL 2:

ALL THAT CERTAIN lot or piece of ground Situate in the Township of Radnor, County of Delaware and State of Pennsylvania described according to a Map of Property of J. D. Otley, made by M. R. and J. B. Yerkes, Civil Engineers, Bryn Mawr, Pa., on December 30, 1948 and revised January 19,1955, as follows, to wit:

BEGINNING at a point in the middle line of Eagle Road (40 feet wide) measured the two (2) following courses and distances along said middle line from its intersection with the middle line of Paul Road; (1) South 88 degrees 05 minutes West 170.49 feet to a point; and (2) North 57 degrees 00 minutes West 353.89 feet to a point; thence extending from said beginning point along land late of the Grantors South 33 degrees 00 minutes West 305.41 feet to a point in the middle line of Chamouni Avenue (not built); thence extending along the middle line of Chamouni Avenue (not built) the two (2) following courses and distances: (1) on the arc of a circle curving to the left with a radius of 300.00 feet the arc distance of 10.00 feet (the chord of said arc bears North 27 degrees 21 minutes 07 seconds West 9.98 feet) to a point; and (2) on the arc of a circle curving to the right with a radius of 870.66 feet the arc distance of 441.57 feet (the chord of said arc bears North 13 degrees 33

Owner's Policy Page 2 of 5

Order Number: 3061267 File # Eastern University

Exhibit A continued

Policy Number: 8122638-80873617

minutes West 436.85 feet) to a stone marking the intersection of the middle lines of Chamouni Avenue (not built) and Eagle Road; thence extending along the middle line of Eagle Road South 57 degrees 00 minutes East 325.80 feet to the first mentioned point and place of beginning.

CONTAINING 1.341 acres more or less.

Tax ID / Parcel No. 36-02-00978-00 (part of)

Schedule B

Exceptions from Coverage

Policy Number: 8122638-80873617

In the event that one or more of the Exceptions listed below references covenants, conditions and/or restrictions, please note that the Exception(s) specifically exclude any provisions therein that is or are based on race, color, religion, sex, handicap, familial status or national origin, if any, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. Rights or claims of parties in possession of the land not shown by the public record.
- 2. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
- 3. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
- 4. Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Eagle Road, Radnor Road, Walnut Avenue, Chamouni Avenue, and Beech Tree Lane.
- 5. Rights granted to Bell Telephone Company of Pennsylvania as in Deed Book 2055 page 613 and Volume 1282 page 2129.
- 6. Rights granted to Philadelphia Electric Company as in Deed Books 953 page 269, 1426 page 196, 2154 page 376 and 2226 page 67, and Volumes 21 page 1459, 43 page 1446, 544 page 1197 and 840 page 2031.
- 7. Easement Agreement as in Volume 1574 page 853.
- 8. Restrictions as in Deed Books I-10 page 276 and S-6 page 57. (Parcel 2 only)
- 9. Sewer Easement Agreement as in Deed Book 2526 page 453.
- 10. Deed of Grant of Easement as in Volume 24 page 1421.
- 11. Rights granted to Bell Atlantic-Pennsylvania, Inc. in Volume 2071 page 2089.
- 12. Rights granted to Philadelphia Suburban Water Company in Volume 2396 page 1395.
- 13. Conditions as disclosed by Sewer Easement Plan dated 4/27/2010, for Eastern University by Associated Engineering Consultants Incorporated, 485 Devon Park Drive, Suite 113 Wayne, Pa. 19087.

Schedule B

Exceptions from Coverage continued

Policy Number: 8122638-80873617

- 14. Conditions as disclosed by Boundary & Topographic Survey, File No. CP10028, dated 3/31/2010, for Eastern University by Control Point Associates, Inc., 1600 Manor Drive, Suite 120, Chalfont, PA 18914.
- 15. Terms of any unrecorded lease or rights of parties in possession.
- 16. Open-End Mortgage in the maximum principal sum of \$5,000,000.00 by and between Eastern University and Valley Forge Military Academy Foundation recorded May 21, 2010 in Record Book 04744 page 1455.
- 17. UCC Financing Statement recorded May 21, 2010 in Record Book 04744 page 1468: Eastern University - Debtor, Valley Forge Military Academy Foundation - Secured Party

SITE ENGINEERING CONCEPTS, LLC

Consulting Engineering and Land Development Services

October 20, 2020

Dear Neighbor,

RE: Land Development Application #2020-LD-07
Eagle and Radnor Roads – Preliminary/Final Land Development Plan

We have applied to Radnor Township for the approval of a preliminary/final land development plan to construct 20 single family houses at the above location.

These plans are available for public viewing in the Engineering Department. These plans will be reviewed by the Planning Commission at a scheduled meeting on **Monday November 2, 2020.**

Planning Commission meetings begin at 7:00 P.M. These meetings will be held via Zoom.

Sincerely, on behalf of Applicant, CG Wayne, LLC

Patrick Spellman, P.E.



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