

# **BOARD OF COMMISSIONERS**

## ***Revised* AGENDA**

**Monday, February 8, 2021**

***VIA ZOOM and Streamed LIVE on YouTube***

Pledge of Allegiance

### 1. Public Participation

### 2. Consent Agenda

- a) Disbursement Review & Approval
- b) Approval of minutes of the Board of Commissioner Meetings of January 25, 2021
- c) Resolution #2021-10 - Authorizing the Reduction of Police Officer Contributions to Their Pension Plan from 5% to 3% for the Calendar Year 2021 for Officers Hired Before January 1, 2013
- d) HARB-2020-14 - 406 Woodland Avenue - Install new deck on rear of house
- e) HARB-2020-15 - 214 Walnut Avenue - New 2-Story Rear Addition
- f) HARB-2020-17 - 309 Orchard Way - Proposed 1-Story addition at rear of home.
- g) HARB-2021-1 - 418 Woodland Avenue - First Floor addition on back of house with small covered porch back entry
- h) HARB-2021-2 - 235 Pembroke Avenue - New home construction per plan
- i) Resolution #2021-17 – Authorizing Gilmore & Associates to Provide Additional Professional Design and Engineering Services and Grant Preparation Services for Fenimore Woods Park Improvements in the Amount of \$27,890.00
- j) Resolution #2021-18 - Authorizing the Execution of a Grant Application to the Pennsylvania Department of Community & Economic Development Greenways, Trails and Recreation Program for the Fenimore Woods Park Improvements
- k) Resolution #2021-19 - Authorizing the Execution of a Grant Application to the Pennsylvania Department of Conservation & Natural Resources Community Conservation Partnerships Program for the Fenimore Woods Park Improvements

### 3. Committee Reports

- A. Resolution #2021-16 - Recognizing and Celebrating the Month of February as Black History Month
- B. Resolution #2021-23 - Ardrossan Farms Lot Line Change Plan for Lots 3-2, 3-3, 3-4, 3-5 & OS 8A – FINAL: FINAL – Revised Final Subdivision Plan
- ~~C. Veterans and First Responders Park Fundraising Presentation- (removed 2/4/21)~~
- D. Appointments to Boards and Commissions
  - Christopher Mayer – CARFAC – Unexpired Term 12/31/22
  - Lauren Mulqueen – CARFAC – 4-Year Term
  - Bob D’Amicantonio – Design Review Board - Unexpired Term 12/31/22
  - Lisa Lopez-Carickhoff – Historical & Architectural Review Board – 5-Year Term
  - Skip Kunda – Planning Commission – Unexpired Term 12/31/22
  - Christopher Brubaker – Planning Commission – Full Term

- E. Authorization of the Swearing in of New Police Officers for Radnor Township Police Department; Richard Boland and Dylan Glenn after successfully completing the remaining elements of the hiring process since the Board's conditional offer of employment at the January 25, 2021 meeting.
  - F. Bond Refunding Opportunity
    - Ordinance #2021-01 (**Introduction**) – Authorizing the current refunding of the Series 2015A and Series 2016 Bonds in the aggregate principal amount not to exceed \$8,500,000
    - Resolution #2021-21 – Engagement PFM to provide financial consulting services for the current refunding of the Series 2015A and Series 2016 Bonds
    - Resolution #2021-22 – Engaging Cozen O'Connor as Bond Counsel for the current refunding of the Series 2015A and Series 2016 Bonds
  - G. Ordinance #2021-02 (**Introduction**) – Approving a Three-Year Lease for the Philadelphia Area Independent School Business Officers Association (PAISBOA) for a Portion of the Radnor Township Municipal Building, Consisting of Approximately 1500 Square Feet (updated 2/4/21)
  - H. Resolution #2021-24 Engaging Cohen Law Firm to assist the Township in a review of local ordinances as they pertain to cellular coverage, facility installation, location, maintenance, and other recommendations as needed at an estimated cost of \$7,500
  - I. Ordinance #2021-03 (**Introduction**) Amending Article XIX, Density Modification of the Radnor Township Zoning Ordinance by Increasing the Required Open Space for Such Uses and Amending Section 280-115 by Establishing an Open Space Requirement for Other Residential Uses
4. Reports of Standing Committees of the Board
  5. New Business
  6. Old Business
  7. Public Participation
  8. Adjournment

### Meeting Notice

There will be a Regular Board of Commissioners meeting held on Monday, February 8, 2021 beginning at 6:30 PM via Zoom and streamed live on the Radnor Township YouTube Channel at <https://www.youtube.com/channel/UCvh6jeMQTvo3ojCTh8wZkbA>. If you would like to participate in public comment, please register at <https://us02web.zoom.us/j/86279943832?pwd=cnllbUxrSmF2aVQ4MzJ4ek9NcTd4dz09> and the meeting link will be sent to you for participation.

# Public Participation

***RADNOR TOWNSHIP  
DISBURSEMENTS SUMMARY  
February 8, 2021***

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The table below summarizes the accounts payable disbursements made since the last public meeting held on January 25, 2021. As approved by the Board, the Administration is now making bi-weekly accounts payable disbursement batches and publishing those lists on the Township's web site at the following link. Please refer to those files for a detailed listing of the amounts paid by vendor by account code. Also, please visit the [Open Finance](#) program to view the Township's [Checkbook](#), where all vendor payments are available.

Link: <http://radnor.com/728/Disbursements-List>

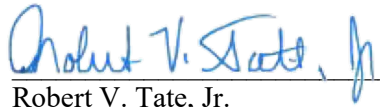
<b>Fund (Fund Number)</b>	<b>2021-1B January 29, 2021</b>	<b>Total</b>
General Fund (01)	\$802,793.67	\$802,793.67
Sewer Fund (02)	12,929.10	12,929.10
Capital Improvement Fund (05)	77,786.47	77,786.47
OPEB Fund (08)	127,110.54	127,110.54
Investigation Fund (12)	169.16	169.16
The Willows Fund (23)	305.22	305.22
GOB19 Project Fund (502)	120.00	120.00
<b><i>Total Accounts Payable Disbursements</i></b>	<b>\$1,021,214.16</b>	<b>\$1,021,214.16</b>
<b><i>Grand Total</i></b>	<b>\$1,021,214.16</b>	<b>\$1,021,214.16</b>

In addition to the accounts payable checks, the Township also has various electronic payments including payroll, debt service, credit card purchases and fees as well as others from time to time. The attached table reflects all the electronic payments made since the last public Board meeting as well as those anticipated prior to the next Board meeting.

The Administration has adopted various internal control and processing procedures to ensure that amounts obligated are within the budgetary limits established by the Board of Commissioners. Those procedures are monitored daily by members of the Finance Department and responsible employees of the various departments. The amounts included in the table above have been scrutinized as part of the internal control and processing procedures and have obtained the required approvals prior to disbursement.

If you should have any questions, please contact the Finance Department.

***Respectfully Submitted,***

  
\_\_\_\_\_  
Robert V. Tate, Jr.  
*Finance Director*



**TOWNSHIP OF RADNOR**  
**Minutes of the Regular Board of Commissioners Meeting of January 25, 2021**

*The Radnor Township Board of Commissioners met via Zoom at approximately 6:35 pm*

**Commissioners Present**

<i>Jack Larkin, President</i>	<i>Moira Mulrone, Vice President</i>	<i>Lisa Borowski</i>
<i>Damien Enderle</i>	<i>Jake Abel</i>	<i>Sean Farhy</i>

**Also Present:** *William White, Township Manager, John Rice, Township Solicitor, Kathryn Gartland, Treasurer, Robert Tate, Finance Director, Christopher Flanagan, Chief of Police, Steve Norcini, PE, Township Engineer, Roger Phillips, Engineer, Kevin Kochanski, Director of Community Development, Tammy Cohen, Department of Recreation and Community Programming, Molly Gallagher, Public Information Officer, Peggy Hagan, Executive Assistant to the Township Manager.*

**Not Present:** *Richard Booker*

*President Larkin called the meeting to order and led the assembly in the Pledge of Allegiance*

*1. Public Participation*

None

*2. Consent Agenda*

- a) *Disbursement Review & Approval*
- b) *Approval of Minutes of the Board of Commissioner Organization Meeting and Regular Meeting of January 4 and 5, 2021 and Special Meeting of January 11, 2021*
- c) *Chief's Monthly Report – January 2021*
- d) *Staff Traffic Committee Meeting Minutes – December 2020*
- e) *Resolution 2021-15 Authorizing the Purchase of Fitbit Fitness Trackers, for Township Employees, from Fitbit Inc. at a Cost of \$14,699.36, which will be covered in total through a grant awarded by the Township's Health Care Administrator, Delaware Valley Health Insurance Trust.*
- ~~f) *Resolution #2021-11 Approving the Hiring of the Rodgers Group, LLC, for the PA State Accreditation of Police Department*~~

Commissioner Larkin asked if any Commissioners wanted to pull item(s) from the Consent Agenda. Commissioner Farhy asked to pull item 2 f) from the Consent Agenda.

*2 f) Resolution #2021-11 - Approving the Hiring of the Rodgers Group, LLC, for the PA State Accreditation of Police Department*

Chief Flanagan spoke on the Accreditation process and the support of the Rodgers Group. Commissioner Farhy asked if the item was part of the budget. Chief Flanagan noted that the hiring of the firm was in the budget. Commissioner Larkin moved to approve item 2 f) of the Consent Agenda, seconded by Commissioner Farhy. The motion passed 6-0 with Commissioner Booker absent.

Commissioner Larkin called the vote on Consent Agenda items 2a through 2 e, seconded by Commissioner Farhy. The motion passed 6-0 with Commissioner Booker absent.

### 3. Committee Reports

A. Resolution #2021-12 - 208 North Aberdeen Avenue Land Development: (6) Six Townhomes – FINAL: FINAL Resolution #2021-12 - 208 North Aberdeen Avenue Land Development: (6) Six Townhomes – FINAL: FINAL – Land Development Approval

Nick Caniglia, representative for applicant, gave a brief description of the application. Commissioner Larkin moved to approve Resolution #2021-12, seconded by Commissioner Borowski. The motion passed 4-2 with Commissioners Farhy and Abel against and Commissioner Booker absent.

B. Resolution #2021-13 - Radnor Township School District Accessibility and Wellness Project – FINAL: PRELIMINARY/FINAL – Land Development Approval

Commissioner Larkin moved to approve Resolution #2021-13, seconded by Commissioner Mulroney. The motion passed 6-0 with Commissioner Booker absent.

C. Ardrossan Farms Lot Line Change Plan for Lots 3-2, 3-3, 3-4, 3-5 & OS 8A – CAUCUS: FINAL – Revised Final Subdivision Plan

Kathleen Marr, applicant, was available for any questions. There were no questions or comments.

D. Motion to Confirm Mike Simmons as Public Works Director

Bill White, Township Manager, brought the appointment of Mike Simmons as Public Works Director, to the Board of Commissioners. He spoke about Mike and his qualifications for the position. Commissioners Mulroney and Larkin spoke in supportive of the appointment. Commissioner Larkin moved to approve the appointment, seconded by Commissioner Mulroney. The motion passed 6-0 with Commissioner Booker absent.

E. Conditional Offers of Employment for Two (2) New Radnor Township Police Officers; Richard Boland and Dylan Glenn

Chief Flanagan spoke on the hiring of two new officers. There was discussion amongst Commissioner Farhy and Staff. The new hires will be filling two open positions. Commissioner Larkin called the vote, the motion passed 6-0 with Commissioner Booker absent.

F. Resolution #2021-14 - Awarding Contract #B-20-013, Storm Sewer Improvements to the Arthur Road Cul-de-sac to Ply Mar Construction in the Amount of \$39,265.

Commissioner Larkin moved to approve Resolution 2021-14, seconded by Commissioner Farhy. Steve Norcini gave a description of the project and noted the project came in under budget. The motion passed 6-0 with Commissioner Booker absent.

G. Ordinance #2020-25- (Adoption) Repealing Chapter 260, Taxation, Article I, Amusement Tax, Sections 260-1 through 260-17.

Commissioner Larkin moved to adopt Ordinance 2020-25, seconded by Commissioner Borowski. John Rice, Township Solicitor, spoke on the Ordinance, which repeals the amusement tax in the Township Code.

Commissioner Farhy would like there to be a replacement with repealer Ordinance.

Commissioner Larkin moved to approve the adoption of the Ordinance, seconded by Commissioner Borowski. The motion passed 5-1 with Commissioner Farhy against and Commissioner Booker absent

4. Reports of Standing Committees of the Board

Commission Borowski announced The Friends of the Library are seeking Board Members. She also thanked the Police Department for their help with the Library's Emergency Preparedness Plan.

Commissioner Borowski announced the Shade Tree Commission is beginning to work on their plans for the spring planting, she also thanked the Commission for all their work on the project.

5. New Business

Commissioner Farhy expressed his disappointment that no appointments to Standing Committees for 2021 were done at the reorganization meeting.

6. Old Business

None

7. Public Participation

None

8. Adjournment of Regular Meeting

There being no further business, the regular meeting adjourned on a motion duly made and seconded.

*Respectfully submitted.*

*Peggy Hagan*

**RESOLUTION NO. 2021-10**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE REDUCTION OF POLICE OFFICER CONTRIBUTIONS TO THEIR PENSION PLAN FROM 5% TO 3% FOR THE CALENDAR YEAR 2021 FOR OFFICERS HIRED BEFORE JANUARY 1, 2013**

*WHEREAS*, The Township entered into a Consolidated Collective Bargaining Agreement (CBA) with the FOP Delaware County Lodge #27 on behalf of the Radnor Township Police, for a term that began on January 1, 2013 and extends through December 31, 2024; and

*WHEREAS*, the current Police CBA and every prior CBA since 2004, have allowed for police officers to contribute 3% of their annual compensation toward the Police Pension Plan; and

*WHEREAS*, under the current CBA, effective 1/1/2013, all newly hired officers since 1/1/2013 have been contributing 5% of annual compensation toward the Police Pension Plan; and

*WHEREAS*, while PA Act 600 provides that police officers contribute 5% of annual compensation toward the pension plan, the Township is permitted to reduce or eliminate contributions in a given year by resolution; and

*WHEREAS*, to maintain compliance with PA Act 600 and resolve findings as noted by the Auditor General in the biannual audit of the pension plans

*NOW, THEREFORE*, be it hereby *RESOLVED* that the Board of Commissioners of Radnor Township does hereby establish the pension contribution amount at 3% for calendar year 2021 for officers hired before 1/1/2013.

*SO RESOLVED*, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 8<sup>th</sup> day of February, 2021.

RADNOR TOWNSHIP

BY: \_\_\_\_\_

Name: Jack Larkin

Title: President

ATTEST: \_\_\_\_\_

Name: William M. White

Title: Township Manager / Secretary

**Radnor Township**  
**PROPOSED LEGISLATION**



**DATE:** February 8, 2021

**TO:** Board of Commissioners

**FROM:** William White, Township Manager

**LEGISLATION:** Resolution 2021-10 authorizing the reduction of police officer contributions to their Pension Plan from 5% to 3% for the calendar year 2021 for officers hired before January 1, 2013

**LEGISLATIVE HISTORY:** Prior to 2001, all police officers were contributing 5% of their annual salary to their pension plan. Effective January 1, 2001 a new Collective Bargaining Agreement (CBA) between the Police and the Township permitted a reduction of contributions from 5% to 2%. The subsequent CBA, effective January 1, 2004, increased the contributions from 2% to 3%. Currently the police officers hired before January 1, 2013 continue to contribute 3% while all police officers hired since January 1, 2013, as per the latest CBA, contribute 5% to their pension plan.

**PURPOSE AND EXPLANATION:** PA Act 600, also known as the Police Pension Fund Act, provides that where police officers are covered by Social Security, members shall pay into the fund 5% of total compensation. However, Section 6(c) of PA Act 600 permits municipalities to annually reduce or eliminate members contributions through the adoption of an annual ordinance or resolution.

While the Township, through collective bargaining, has agreed to reducing contributions to the pension plan for officers hired before January 1, 2013, this resolution satisfies the annual requirement under PA Act 600 to formalize the terms of the reduction through a Board resolution.

**FISCAL IMPACT:** There is no fiscal impact as the police officers hired before January 1, 2013, contribute to their pension plan at 3% of compensation as agreed to in the Collective Bargaining Agreements since January 1, 2001. Officers hired since January 1, 2013 are budgeted at their contribution rate of 5%.

**RECOMMENDED ACTION:** The Administration respectfully recommends that the Board adopt this resolution at the February 8, 2021 Board of Commissioners meeting.

# CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board



**NAME OF OWNER:** BABIN EDWARD G  
**OWNER ADDRESS:** 406 WOODLAND AVE  
**ADDRESS OF PROPERTY:** 406 WOODLAND AVE  
**APPLICATION NUMBER:** 2020-14

Subject to the conditions below the above owner, having complied with the Radnor Township Historical and Architectural Review Board (HARB) process, is hereby granted this permit for the

## **NEW DECK ON REAR OF HOUSE**

at the address specified and may proceed with the building permit process. If not completed within one year of the date hereof, this permit is void and new application must be made. This Approval is subject to the Applicant applying for and receiving all necessary permits and approvals; and complying with all applicable Municipal regulations. Owner specifically gives the building inspector or designated official the right to inspect the work during progress and at completion.

### **NOTES AND/OR CONDITIONS OF APPROVAL:**

**ISSUED:** 02/03/2021

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**TOWNSHIP OFFICIAL**

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**ACCEPTED BY APPLICANT**

# CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board



**NAME OF OWNER:** DUFFY, JOHN  
**OWNER ADDRESS:** 215 S BONSALL STREET  
**ADDRESS OF PROPERTY:** 214 WALNUT AVE  
**APPLICATION NUMBER:** HARB 2020-15

Subject to the conditions below the above owner, having complied with the Radnor Township Historical and Architectural Review Board (HARB) process, is hereby granted this permit for the

## **NEW TWO STORY REAR ADDITION**

at the address specified and may proceed with the building permit process. If not completed within one year of the date hereof, this permit is void and new application must be made. This Approval is subject to the Applicant applying for and receiving all necessary permits and approvals; and complying with all applicable Municipal regulations. Owner specifically gives the building inspector or designated official the right to inspect the work during progress and at completion.

### **NOTES AND/OR CONDITIONS OF APPROVAL:**

**ISSUED:** 02/03/2021

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**TOWNSHIP OFFICIAL**

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**ACCEPTED BY APPLICANT**



# CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board



**NAME OF OWNER:** VULTAGGIO, JOSEPH  
**OWNER ADDRESS:** 309 ORCHARD WAY  
**ADDRESS OF PROPERTY:** 309 ORCHARD WAY  
**APPLICATION NUMBER:** HARB 2020-17

Subject to the conditions below the above owner, having complied with the Radnor Township Historical and Architectural Review Board (HARB) process, is hereby granted this permit for the

## **PROPOSED ONE STORY ADDITION AT REAR OF HOME.**

at the address specified and may proceed with the building permit process. If not completed within one year of the date hereof, this permit is void and new application must be made. This Approval is subject to the Applicant applying for and receiving all necessary permits and approvals; and complying with all applicable Municipal regulations. Owner specifically gives the building inspector or designated official the right to inspect the work during progress and at completion.

### **NOTES AND/OR CONDITIONS OF APPROVAL:**

**ISSUED:** 02/03/2021

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**TOWNSHIP OFFICIAL**

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**ACCEPTED BY APPLICANT**

# CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board



**NAME OF OWNER:** ALEXANDER JOHN T &  
**OWNER ADDRESS:** 418 WOODLAND AVE  
**ADDRESS OF PROPERTY:** 418 WOODLAND AVE  
**APPLICATION NUMBER:** HARB 2021-1

Subject to the conditions below the above owner, having complied with the Radnor Township Historical and Architectural Review Board (HARB) process, is hereby granted this permit for the

## **FIRST FLOOR ADDITION ON BACK OF HOUSE W/ COVERED PORCH**

at the address specified and may proceed with the building permit process. If not completed within one year of the date hereof, this permit is void and new application must be made. This Approval is subject to the Applicant applying for and receiving all necessary permits and approvals; and complying with all applicable Municipal regulations. Owner specifically gives the building inspector or designated official the right to inspect the work during progress and at completion.

### **NOTES AND/OR CONDITIONS OF APPROVAL:**

**ISSUED:** 02/03/2021

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**TOWNSHIP OFFICIAL**

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**ACCEPTED BY APPLICANT**

# CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board



**NAME OF OWNER:** PROUT MAURICE & HELEN  
**OWNER ADDRESS:** 235 PEMBROKE AVENUE  
**ADDRESS OF PROPERTY:** 235 PEMBROKE AVE  
**APPLICATION NUMBER:** HARB 2021-2

Subject to the conditions below the above owner, having complied with the Radnor Township Historical and Architectural Review Board (HARB) process, is hereby granted this permit for the

## NEW HOME CONSTRUCTION PER PLAN

at the address specified and may proceed with the building permit process. If not completed within one year of the date hereof, this permit is void and new application must be made. This Approval is subject to the Applicant applying for and receiving all necessary permits and approvals; and complying with all applicable Municipal regulations. Owner specifically gives the building inspector or designated official the right to inspect the work during progress and at completion.

### NOTES AND/OR CONDITIONS OF APPROVAL:

**ISSUED:** 02/03/2021

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**TOWNSHIP OFFICIAL**

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**ACCEPTED BY APPLICANT**

**RESOLUTION 2021-17  
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, AUTHORIZING GILMORE & ASSOCIATES TO PROVIDE  
ADDITIONAL PROFESSIONAL DESIGN AND ENGINEERING SERVICES  
AND GRANT PREPARATION SERVICES FOR FENIMORE WOODS PARK  
IMPROVEMENTS IN THE AMOUNT OF \$27,890.00**

*WHEREAS*, Radnor Township strives to provide its park system in a manner that adds to the overall quality of life for residents; and

*WHEREAS*, Radnor Township has designated the appropriate funding for improvements to the various amenities at Fenimore Woods Park including, but not limited to the parking lots, restroom, pavilion, paths, bridges, playground and pond by bringing them into compliance with the current standards for recreational use, health and safety; and

*WHEREAS*, Gilmore & Associates has submitted a cost proposal to perform professional design, engineering, permitting, and construction administration for the anticipated improvements at Fenimore Woods Park;

*WHEREAS*, there are additional professional design and engineering services along with grant preparation services that are needed in order to finalize the design for the anticipated improvements at Fenimore Woods Park;

*NOW THEREFORE, BE IT RESOLVED* that the Board of Commissioners of Radnor Township does hereby approve authorize Gilmore & Associates to provide additional professional design and engineering services and grant preparation services for the anticipated Fenimore Woods Park Improvements in the amount of \$27,890.00.

*SO RESOLVED* this 8<sup>th</sup> day of February 2021.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
Name: William White  
Title: Township Manager/Secretary


# Radnor Township

## PROPOSED LEGISLATION



**DATE:** January 26, 2021

**TO:** Radnor Township Board of Commissioners

**FROM:** Tammy Cohen, Director of Recreation & Community Programming 

**LEGISLATION:** Resolution 2021-17 Authorizing Gilmore & Associates to Provide Additional Professional Design and Engineering Services and Grant Preparation for Fenimore Woods Park Improvements

**LEGISLATIVE HISTORY:** Resolution 2018-78 Authorizing Gilmore & Associates to Provide Professional Design, Engineering, Permitting, and Construction Administration Services for Fenimore Woods Park Improvements

**PURPOSE AND EXPLANATION:** Request is being made to authorize Gilmore & Associates to provide additional professional design and engineering services that will include structural engineering services and the redesign of two boardwalks that were previously designed as bridges within the plan in the upper portion of the park as part of the walkway network connecting the proposed playground and pavilion/restroom; the redesign of the pavilion and restrooms to include 100% accessible routes; and redesign of the lower parking lot to reduce intrusion into the park. These additional costs will include all related professional design services, preliminary and final for review and bid, and related construction administration. The changes identified in this proposal are anticipated to ultimately lead to cost savings for materials and construction and therefore a lower overall cost to construct the project, without compromising the original design integrity of the plan that has been previously reviewed by the Parks & Recreation Board and the Board of Commissioners.

Within this proposal, Gilmore & Associates will provide grant preparation services for a grant opportunity for this project, the Department of Conservation & Natural Resources Community Conservation Partnership Program (DCNR C2P2). Consequently, the potential for award of this grant will ultimately defray the overall costs of the project.

**IMPLEMENTATION SCHEDULE:** If approved by the Board of Commissioners, the contract will commence immediately.

**FISCAL IMPACT:** Funding for the cost of the proposal along with the anticipated costs of park improvements has been budgeted under the Township Capital Plan/Bond Issue for Park Improvements per Ordinance 2015-18.

**RECOMMENDED ACTION:** I would like to respectfully request that the Board approve Resolution #2021-17 to provide additional professional design and engineering services and grant preparation for Fenimore Woods Park Improvements, in accordance with the attached proposal.

## RESOLUTION 2021-18

### Appendix II – Authorized Official Resolution

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Be it RESOLVED, that the Township of Radnor (Name of Applicant) of Delaware County (Name of County) hereby request an Greenways, Trails and Recreation Program (GTRP) grant of \$ \_\_\_\_\_ from the Commonwealth Financing Authority to be used for Fenimore Woods Park Improvements.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Jack Larkin, President (Name and Title) and Moira Mulrone, V. Pres. (Name and Title) as the official(s) to execute all documents and agreements between the Township of Radnor (Name of Applicant) and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, William White, duly qualified Secretary of the Township of Radnor (Name of Applicant), Township of Radnor (Name of County) Delaware County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners (Governing Body) at a regular meeting held February 8, 2021 (Date) and said Resolution has been recorded in the Minutes of the Township of Radnor (Applicant) and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Radnor (Applicant),  
this 8th day of February, 2021

\_\_\_\_\_  
Name of Applicant  
Jack Larkin, President, Township of Radnor Board of Commissioners

\_\_\_\_\_  
County  
Delware County

\_\_\_\_\_  
Secretary  
William M. White

RESOLUTION 2021-19



RESOLUTION PAGE

Commonwealth of Pennsylvania  
www.dcnr.state.pa.us/grants

DCNR-C2P2

Applicant Information (\* indicates required information)

Applicant/Grantee Legal Name: **RADNOR TOWNSHIP**

Web Application ID: **2002304**

Project Title: **Fenimore Woods Park Improvements**

WHEREAS, **RADNOR TOWNSHIP** ("Applicant") desires to undertake the project, "**Fenimore Woods Park Improvements**" ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

**NOW THEREFORE, it is resolved that:**

1. The grant application may be electronically signed on behalf of the applicant by "**Jack Larkin**" who, at the time of signing, has a **TITLE** of "**President, Radnor Township Board of Commisioners**" and the email address of "**jlarkin@radnor.org**".
2. If this Official signed the Grant Application Electronic Authorization prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the Grant Application Electronic Authorization, signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "**TITLE**" specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

**RADNOR TOWNSHIP BOARD OF COMMISSIONERS**

(Identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of this applicant, this 8TH day of FEBRUARY, 2021.

(signature of the governing body)

**Jack Larkin**  
**President, Radnor Township Board of Commissioners**

**William M. White**  
**Township Secretary**



# Radnor Township



## PROPOSED LEGISLATION

**DATE:** February 2, 2021

**TO:** Board of Commissioners

**FROM:** Robert V. Tate, Jr., Finance Director

**LEGISLATION:** **Resolution #2021-18** Authorizing the Execution of a Grant Application to the Pennsylvania Department of Community and Economic Development Greenways, Trails and Recreation Program (DCED GTRP) and **Resolution #2021-19** Authorizing the Execution of a Grant Application to the Pennsylvania Department of Conservation and Natural Resources Community Conservation Partnerships Program (DCNR C2P2) for the Fenimore Woods Park Improvements. Township Staff will administer and prepare the necessary grant documentation in cooperation with Gilmore and Associates, Inc. (Resolution #2018-78 authorizing Gilmore and Associates, Inc., providing the design, engineering, permitting, and construction administrative services for the project), and will also coordinate the project if approved by the Board of Commissioners and subsequent granting authorities.

**LEGISLATIVE HISTORY:** This is the first legislative action on this topic.

**PURPOSE AND EXPLANATION:** Radnor Township has the opportunity to prepare two grant applications for consideration by the DCED GTRP Program and DCNR C2P2 Program due to the scope and nature of the Fenimore Woods Park Improvements. The project is fitting for both DCED's greenways, trails, open space, parks and beautification project funding and DCNR's local conservation and recreation vision that strategically emphasizes the areas of *Sustainable and Green Park Projects* as well as *Rehabilitation and Universal Access*. The project will include comprehensive, site-wide park improvements to restore and enhance the functionality and natural beauty of Fenimore Woods Park. The improvements will include green and sustainable stormwater management and natural landscaping to address drainage issues, reforestation, a new pavilion with restrooms and playground, renovated parking lots with increased capacity and a safer traffic flow, replacement of park perimeter fencing, site furnishings, the addition of a network new walking paths, bridge, and boardwalks that will allow for circumnavigation of the entire park. In addition to modernizing recreational facilities, it will also bring them into compliance with current standards for safety, ADA, and Universal Construction Code.

**FISCAL IMPACT:** There is no direct fiscal impact or financial obligation to authorizing the execution of a grant application to DCED and DCNR for the Fenimore Woods Park Improvements. The Township will only accept the terms of the proposed DCED GRTP Program and DCNR C2P2 Program, in the event that it is awarded, upon approval by the Board of Commissioners at a future meeting. The Township plans to request up to \$225K from DCED and up to \$500K from DCNR. If awarded, the DCED GTRP Grant requires a 15% cash match and the DCNR C2P2 grant would require a 50% match of the total project cost.

Based on the Bond proceeds available for the Fenimore Woods Park Improvements, the estimated total cost for the project is 1.8M (this includes design/engineering and construction). Any grant monies awarded would help to offset the total project costs.

**RECOMMENDED ACTION:** The Administration respectfully requests the Board to approve Resolution #2021-18 authorizing the execution of a grant application to DCED and Resolution #2021-19 authorizing the execution of a grant application to DCNR for the Fenimore Woods Park Improvements.

**RESOLUTION NO. 2021-16**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, RECOGNIZING AND CELEBRATING THE MONTH  
OF FEBRUARY AS BLACK HISTORY MONTH**

*WHEREAS*, the contributions of African American citizens as scientists, inventors, farmers, educators, homemakers and explorers, in addition to countless other professions have greatly benefited our nation; and

*WHEREAS*, Dr. Carter G. Woodson first initiated the recognition of African Americans during the month of February in 1926 when Dr. Woodson set aside a special period in February to recognize the heritage and achievement of African Americans of the United States; and

*WHEREAS*, “Black History Month” was officially recognized in the United States in 1976 as part of the bicentennial celebration when President Gerald Ford urged Americans to honor the “too often neglected accomplishments of black Americans in every area of endeavor throughout our history”; and

*WHEREAS*, since 1976, Black History Month has continued to be a month-long celebration of African American history and accomplishments in the United States.

*NOW, THEREFORE*, be it hereby *RESOLVED* that the Township of Radnor, Delaware County, Pennsylvania, does hereby recognize the contributions of the African American Community to our Township, our State and our Nation, and encourage all citizens to seek increased awareness and understanding of these contributions.

*SO RESOLVED* this 8th day of February, 2021.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
William White, Township Secretary

**RESOLUTION NO. 2021 -23** *Updated 2/4/21 - backup*  
**RADNOR TOWNSHIP** *materials added to item*

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, APPROVING THE LOT LINE CHANGE FOR THE  
ARDROSSAN FARMS SUBDIVISION LOCATED ALONG NEWTOWN ROAD**

**WHEREAS**, the Board of Commissioners approved final plans of subdivision prepared by Momenee & Associates, Inc., September 5, 2014 pursuant to Resolution No. 2014-104 on November 10, 2014 (“Plan”); and

**WHEREAS**, E.S. III, LP, (“Applicant”) has submitted a Lot Line Change proposing a shift in the line separating Lot 3-2 and 3-3 to increase the side of Lot 3-2 and the shifting of the portion of Open Space 8-A located between Lots 3-3 and 3-4 to the north side of Lot 3-5 to make all 4 lots contiguous to each other; and

**WHEREAS**, the proposed plan has been reviews by both the Township Planning Commission and the Delaware County Planning Commission.

**NOW, THEREFORE**, it is hereby **RESOLVED** that the Board of Commissioners of Radnor Township does hereby approve the Lot Line Change for Ardrossan Farms as shown on a set of plans prepared by Momenee & Associates, Inc., dated October 30, 2020, subject to the following conditions:

1. Compliance with the Gannett Fleming review letter dated January 7, 2021, a copy of which is attached hereto as **Exhibit “A”**.
2. Compliance with all other applicable Township, County, State and Federal Rules, Regulations, Ordinances and Statutes.
3. Compliance with any outstanding conditions of the final plan approval Resolution No. 2014-104 as modified by Resolution No. 2019-101.

**SO RESOLVED**, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_



*Excellence Delivered **As Promised***

**Date:** January 7, 2021

**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:** Ardrossan Lot Line Change Lots 3-2, 3-3, 3-4, 3-5 & OS-8A

Date Accepted: December 7, 2020

90 Day Review: March 7, 2021

---

Gannett Fleming, Inc. has completed a review of the Lot Line Change Plan for compliance with the Radnor Township Code. These Plans were also reviewed for conformance with Subdivision and Land Development, Zoning and other applicable codes of the Township of Radnor.

The changes proposed in this plan include the following:

- A shift in the line separating Lot 3-2 and 3-3 to increase the size of Lot 3-2.
- The shifting of the portion of Open Space 8-A located between lots 3-3 and 3-4, to the north side of lot 3-5 in order to make all 4 lots contiguous to each other.

There is no change in the gross area of Open Space 8A. There are no changes to roadways, sanitary or storm sewers and no changes from the approved land development plans or stormwater management systems.

The Ardrossan Farm – Ardrossan Lot Line Change Lots 3-2, 3-3, 3-4, 3-5 & OS-8A

Plans Prepared By: Momnee, Inc.

Dated: 10/30/2020

### General

1. The plans must clearly depict the existing and proposed lot lines on the record plan.
2. New deeds must be prepared and recorded at the Delaware County Court House at the time of plan recording.

The applicant appeared before the Planning Commission on December 21, 2020. The Planning Commission recommended approval of the plan contingent upon addressing all staff comments.

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402

t: 610.650.8101 • f: 610.650.8190

www.gannettfleming.com

Exhibit "A"

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

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in blue ink, consisting of a large, stylized 'R' followed by a horizontal line and a small flourish.

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

# RADNOR TOWNSHIP

## ENGINEERING DEPARTMENT



### Memorandum

To: Radnor Township Board of Commissioners

From: Stephen F. Norcini, PE, Township Engineer

CC: William M. White, Township Manager

Date: February 3, 2021

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#### **Resolution 2021-3: Ardrossan Farms Lot Line Change Plan for Lots 3-2, 3-3, 3-4, 3-5 & OS 8A – FINAL: FINAL – Revised Final Subdivision Plan**

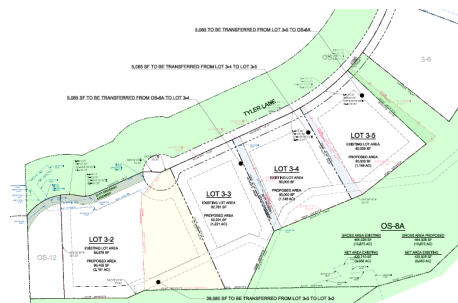
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The applicant was before the Commissioners at the regularly scheduled January 25<sup>th</sup>, 2021 Board of Commissioners meeting for **CAUCUS (Final)**; no decision was required on the application at that meeting.

**Before the Commissioners tonight, the applicant is seeking *FINAL* Plan approval.**

The applicant is proposing to shift lot lines to create for contiguous lots, and also move Open Space 8A. This will create four adjacent lots and move Open Space accordingly. There is no change in the square foot area of the Open Space, just a shift in area.

Attached is the Resolution and Developers Agreement provided by the Solicitor, review letters, plan set, as well as a snapshot of the proposed plan below.





*Excellence Delivered **As Promised***

**Date:** January 7, 2021

**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:** Ardrossan Lot Line Change Lots 3-2, 3-3, 3-4, 3-5 & OS-8A

Date Accepted: December 7, 2020

90 Day Review: March 7, 2021

---

Gannett Fleming, Inc. has completed a review of the Lot Line Change Plan for compliance with the Radnor Township Code. These Plans were also reviewed for conformance with Subdivision and Land Development, Zoning and other applicable codes of the Township of Radnor.

The changes proposed in this plan include the following:

- A shift in the line separating Lot 3-2 and 3-3 to increase the size of Lot 3-2.
- The shifting of the portion of Open Space 8-A located between lots 3-3 and 3-4, to the north side of lot 3-5 in order to make all 4 lots contiguous to each other.

There is no change in the gross area of Open Space 8A. There are no changes to roadways, sanitary or storm sewers and no changes from the approved land development plans or stormwater management systems.

The Ardrossan Farm – Ardrossan Lot Line Change Lots 3-2, 3-3, 3-4, 3-5 & OS-8A

Plans Prepared By: Momnee, Inc.

Dated: 10/30/2020

### General

1. The plans must clearly depict the existing and proposed lot lines on the record plan.
2. New deeds must be prepared and recorded at the Delaware County Court House at the time of plan recording.

The applicant appeared before the Planning Commission on December 21, 2020. The Planning Commission recommended approval of the plan contingent upon addressing all staff comments.

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402

t: 610.650.8101 • f: 610.650.8190

www.gannettfleming.com



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

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in blue ink, consisting of a large, stylized 'R' followed by a horizontal line and a small flourish.

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



*Excellence Delivered **As Promised***

**Date:** November 30, 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:** Ardrossan Lot Line Change Lots 3-2, 3-3, 3-4, 3-5 & OS-8A

Date Accepted: December 7, 2020

90 Day Review: March 7, 2021

---

Gannett Fleming, Inc. has completed a review of the Lot Line Change Plan for compliance with the Radnor Township Code. These Plans were also reviewed for conformance with Subdivision and Land Development, Zoning and other applicable codes of the Township of Radnor.

The changes proposed in this plan include the following:

- A shift in the line separating Lot 3-2 and 3-3 to increase the size of Lot 3-2.
- The shifting of the portion of Open Space 8-A located between lots 3-3 and 3-4, to the north side of lot 3-5 in order to make all 4 lots contiguous to each other.

There is no change in the gross area of Open Space 8A. There are no changes to roadways, sanitary or storm sewers and no changes from the approved land development plans or stormwater management systems.

The Ardrossan Farm – Ardrossan Lot Line Change Lots 3-2, 3-3, 3-4, 3-5 & OS-8A

Plans Prepared By: Momnee, Inc.

Dated: 10/30/2020

### General

1. The plans must clearly depict the existing and proposed lot lines. Specifically, the existing open space between lots 3-3 and 3-4 that will be relocated and included with the open space between lots 3-5 and 3-6.
2. New deeds must be prepared and recorded at the Delaware County Court House at the time of plan recording.

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t: 610.650.8101 • f: 610.650.8190

www.gannettfleming.com

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

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in blue ink, consisting of a large, stylized 'R' followed by a horizontal line and a small flourish.

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



Newark, DE | Georgetown, DE | Bryn Mawr, PA | Exton, PA | Forest Hill, MD

924 County Line Road, Bryn Mawr, PA 19010

Phone: (610) 527-3030 Fax (610) 527-9008

November 4, 2020

Mr. Steve Norcini P.E.  
Radnor Township Engineer  
301 Iven Avenue  
Wayne, PA 19087

**RE: Lot Line Change  
Ardrossan Farms – Lots 3-2, 3-3, 3-4, 3.5 & OS-8A  
Radnor Township, Delaware County**

**Our File # 19-139**

Dear Steve:

On behalf of Chris & Kathleen Marr, owners of Lots 3-2, 3-3, 3-4 and 3-5 at Ardrossan and ESIII L.P., owner of Open Space 8A, we are submitting an application for a reconfiguration of the lot lines for these parcels which are located in the Phase 3 portion of Ardrossan Farm.

The changes proposed at this time include the following:

- A shift in the line separating Lot 3-2 and 3-3 to increase the size of Lot 3-2.
- The shifting of the portion of Open Space 8-A located between lots 3-3 and 3-4, to the north side of Lot 3-5 on order to make all 4 lots contiguous to each other. An access/utility easement is being created in the area where the open space is being relocated.

There is an equal swap of the open space areas so there is no change in the gross area of Open Space 8-A. As a result of the swap, there is less open space located within the right-of-way of Taylor Lane. This results in a net increase of 215 SF of Open Space being provided. The attached plans reflect the changes being proposed. The changes involve lot reconfiguration only. There are no changes to roadways, sanitary or storm sewers and no changes from the original approved land development plans or stormwater management systems.

Enclosed for review are the following:

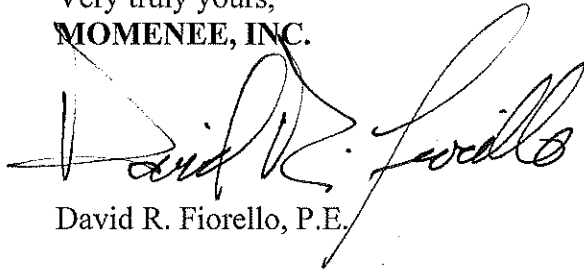
- Township Application signed by the Marrs and ESIII L.P.
- Township application fee of \$50.00
- Township Professional Services Fee of \$3,950.00

***"Better Communities through Better Engineering"***  
[momenee.com](http://momenee.com) | [karinsengineering.com](http://karinsengineering.com)

- Act 247 Review Form
- Act 247 Review fee of \$200.00
- 19 full size copies of the lot line change plans.
- 7 11x17 copies of the lot line change plans
- Copy of the title report and deed for Lots 3-2, 3-3, 3-4 and 3-5.
- Copy of the title report and deed for The Phase 3 portion of Ardrossan was submitted previously and should be on file with the township.
- 10 USB Thumb Drives containing the following
  - Copy of this letter in PDF format
  - Plans in PDF format
  - Copies of signed applications in PDF form
  - Copies of supporting documents in PDF form

I trust that this information will be sufficient in order to be placed on the next Planning Commission schedule for review. Should you have any questions or require any additional information, please let me know.

Very truly yours,  
**MOMENEE, INC.**

A handwritten signature in black ink, appearing to read "David R. Fiorello". The signature is written in a cursive style with a large, sweeping initial "D".

David R. Fiorello, P.E.

19139-L01\_RT.doc

cc: Chris & Kathleen Marr  
Edgar Scott III  
John C. Snyder Esq.

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

**SUBDIVISION ~ LAND DEVELOPMENT**

Location of Property: Ardrossan Farm: Lot 3-2, 3-3, 3-4, 3-5 &-OS 8A Lot Line Revisions

Zoning District: AC (DENSITY MODIFICATION) Application No. \_\_\_\_\_  
(Twp. Use)

Fee \$ 50.00 Ward No. 3 Is property in HARB District NO

Applicant: (Choose one) Owner X Equitable Owner \_\_\_\_\_

Name CHRISTOPHER & KATHLEEN MARR / ESIII L.P.

Address 43 HARRISON DRIVE, NEWTOWN SQUARE, PA 19073  
107 TWADDELL MILL ROAD, WILMINGTON, DE 19807

Telephone 610-453-6410 /610-246-6666 Fax \_\_\_\_\_ Cell \_\_\_\_\_

Email: KATHLEEN.MARR1@GMAIL.COM CCRSCOTT@HOTMAIL.COM

Designer: (Choose one) Engineer X Surveyor \_\_\_\_\_

Name DAVID R. FIORELLO, P.E. P.L.S. MOMENEE INC.

Address 924 COUNTY LINE ROAD, BRYN MAWR, PA 19010

Telephone 610-527-3030 Fax 610-527-9008

Email DFIORELLO@MOMENEE.COM

Area of property 5.71 ACRES Area of disturbance N/A

Number of proposed buildings: N/A Proposed use of property: RESIDENTIAL/Open Space

Number of proposed lots: LOT LINE REVISION OF 4 LOTS & OPEN SPACE LOT

Plan Status: Sketch Plan \_\_\_\_\_ Preliminary \_\_\_\_\_ Final X Revised \_\_\_\_\_

Are there any requirements of Chapter 255 (SALDO) not being adhered to? Explain the reason for noncompliance. \_\_\_\_\_

.Waivers granted as part of the original subdivision will continue with the proposed lot revisions.

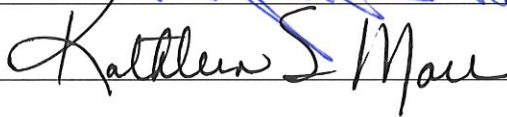
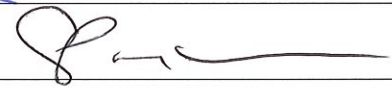
Are there any infringements of Chapter 280 (Zoning), and if so what and why? \_\_\_\_\_

CONDITIONAL USE APPROVAL WAS GRANTED ON JANUARY 6, 2014 TO PERMIT DEVELOPMENT OF THE PARCEL UNDER THE DENSITY MODIFICATION PROVISIONS OF THE TOWNSHIP ZONING CODE

Individual/Corporation/Partnership Name CHRISTOPHER & KATHLEEN MARR / ESIII

I do hereby certify that I am the owner, equitable owner or authorized representative of the property which is the subject of this application.

Signature:  \_\_\_\_\_

Signature:   \_\_\_\_\_

Print Name EDGAR SCOTT III

CHRISTOPHER MARR & KATHLEEN MARR

By filing this application, you are hereby granting permission to Township officials to visit the site for review purposes.

NOTE: All requirements of Chapter 255 (Subdivision of Land) of the Code of the Township of Radnor must be complied with whether or not indicated in this application.



**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/APPLICANT**

Name CHRISTOPHER & KATHLEEN MARR E-mail kathleen.marr1@gmail.com

Address 43 Harrison Drive, Newtown Square, pa 19073 Phone 610-453-6410

Name of Development ARDROSSAN FARM

Municipality RADNOR TOWNSHIP

**ARCHITECT, ENGINEER, OR SURVEYOR**

Name of Firm MOMENEE INC Phone 610-527-3030

Address 924 COUNTY LINE ROAD, BRYN MAWR, PA 19010

Contact DAVID R. FIORELLO, P.E. E-mail DFIORELLO@MOMENEE.COM

Type of Review	Plan Status	Utilities		Environmental Characteristics
		Existing	Proposed	
<input type="checkbox"/> Zoning Change	<input type="checkbox"/> Sketch	<input checked="" type="checkbox"/> Public Sewerage	<input checked="" type="checkbox"/> Public Sewerage	
<input type="checkbox"/> Land Development	<input type="checkbox"/> Preliminary	<input type="checkbox"/> Private Sewerage	<input type="checkbox"/> Private Sewerage	<input type="checkbox"/> Wetlands
<input checked="" type="checkbox"/> Subdivision	<input checked="" type="checkbox"/> Final	<input checked="" type="checkbox"/> Public Water	<input checked="" type="checkbox"/> Public Water	<input checked="" type="checkbox"/> Floodplain
<input type="checkbox"/> PRD	<input type="checkbox"/> Tentative	<input type="checkbox"/> Private Water	<input type="checkbox"/> Private Water	<input checked="" type="checkbox"/> Steep Slopes

Zoning District AC

Tax Map # 36 / 36 / 008

Tax Folio # 36 / 04 / 02464 / 00

**STATEMENT OF INTENT**

WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.

Existing and/or Proposed Use of Site/Buildings:

RECONFIGURE THE PREVIOUSLY APPROVED LOTS 3-2, 3-3, 3-4, 3-5 & OPEN SPACE 8A N THE PHASE 3 SECTION OF THE ARDROSSAN FARM SUBDIVISION. AREAS ARE BEING TRANSFERRED BETWEEN LOTS TO RECONFIGURE THE LINES. PORTION OF OPEN SPACE BETWEEN LOTS 3-3 AND 3-4 IS BEING RELOCATED SO THAT ALL 4 LOTS ARE CONTIGUOUS. NEW HOMES ARE PROPOSED FOR THE RESIDENTIALLY APPROVED LOTS.

Total Site Area 5.71 Acres  
Size of All Existing Buildings N/A Square Feet  
Size of All Proposed Buildings 20,000 +/- Square Feet  
Size of Buildings to be Demolished 0+/- Square Feet

Kathleen S Marr  
Print Developer's Name

Kathleen S Marr  
Developer's Signature

**MUNICIPAL SECTION**

ALL APPLICATIONS AND THEIR CONTENT ARE A MUNICIPAL RESPONSIBILITY.

Local Planning Commission Regular Meeting \_\_\_\_\_

Local Governing Body Regular Meeting \_\_\_\_\_

Municipal request for DCPD staff comments prior to DCPC meeting, to meet municipal meeting date:

Actual Date Needed \_\_\_\_\_

IMPORTANT: If previously submitted, show assigned DCPD File # \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title of Designated Municipal Official

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Official's Signature

\_\_\_\_\_  
Date

**FOR DCPD USE ONLY**

Review Fee: Check # \_\_\_\_\_ Amount \$ \_\_\_\_\_ Date Received \_\_\_\_\_

**Applications with original signatures must be submitted to DCPD.**

RD BK06305-2088 DT-DEED  
2019016810 01/09/2019 12:33:17 PM:1  
RCD FEE: \$120.25 POL SUB TAX: \$16,125.00 ST TAX: \$16,750.00

36-RADNOR \$16,125.00 RECORDER OF DEEDS  
DELAWARE COUNTY

Prepared by and return to:

Frank X. Bennett, Esquire  
150 E. Swedesford Road  
Wayne, PA 19087  
Phone (610) 688-7985

RD BK06459-0414 DT-DEED  
2020004543 01/22/2020 11:23:46 AM:1  
RCD FEE: \$128.25

36-RADNOR \$0.00 RECORDER OF DEEDS  
DELAWARE COUNTY

Folio No. ~~P/O 36-04-02463-00~~ 36-04-02464-04 (Lot 3-4, Tyler Lane)

\*\*\*This deed is being re-recorded to reflect the new parcel number: 36-04-02464-04.\*\*\*

*Anne Blisard*  
Anne Blisard

Fee Simple Deed

19025MARR B34

**This Indenture** Made the 8th day of APRIL in the year of our Lord, two thousand and nineteen (2019).

**Between** ES III, LP, a Pennsylvania Limited Partnership

(hereinafter called the Grantor), of the one part,

**and** CHRISTOPHER MARR and KATHLEEN MARR,  
husband & wife

(hereinafter called the Grantee), of the other part,

**Witnesseth** That the said Grantor, for and in consideration of the sum of ONE MILLION SEVENTY FIVE THOUSAND no/100 dollars (\$1,075,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before 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, their heirs and assigns, as tenants by the entireties.

ALL THAT CERTAIN lot or piece of ground known as:

Lot 3-4 Tyler Lane - Ardrossan Farms  
Radnor Township, County of Delaware, Commonwealth of Pennsylvania  
Folio No. ~~P/O 36-04-02463-00~~

36-04-02464-04

## LEGAL DESCRIPTION

Description of Lot 3-4 of the Phase 3 portion of "The Ardrossan Farm", Situate in the Township of Radnor, Delaware County and Commonwealth of Pennsylvania, originally a part of a plan entitled "Final Subdivision Plans, The Ardrossan Farm, Record Plan-Phasing, Sheet 5 of 93", prepared by Momenee and Associates, Inc., dated September 5, 2014, last revised December 8, 2014, filed in the Delaware County Recorder of Deeds Office in Plan Book 281, Page 20, amended and described according to a plan prepared by Momenee, Inc. titled "Lot Line Change for Ardrossan Farms - Phase 3", dated August 30, 2018, recorded in the Delaware County Recorder of Deeds Office on December 21, 2018, in Plan Book 42, Page 360, as follows to wit:

Beginning at a point being the northwest corner of said lot, said point being located on the centerline of Tyler Lane and located the following six courses and distances along the centerline of Tyler Lane from the intersection of the centerline of Tyler Lane with the title line of Newtown Road:

1. S 23° 16' 00" E the distance of 128.52 feet to a point of curvature,
2. Along the arc of a circle, curving to the right, having the radius 150.00 feet, the arc length 162.12 feet, the chord bearing S 07° 41' 48" W, and the chord length 154.35 feet to a point of tangency,
3. S 38° 39' 36" W the distance of 159.27 feet to a point of curvature,
4. Along the arc of a circle, curving to the left, having the radius 500.00 feet, the arc length 361.41 feet, the chord bearing S 17° 57' 10" W, and the chord length 353.60 feet to a point of tangency,
5. S 02° 45' 17" E the distance of 232.43 feet to a point of curvature,
6. Along the arc of a circle, curving to the right, having the radius 500.00 feet, the arc length 341.49 feet, the chord bearing S 16° 48' 41" W, and the chord length 334.89 feet to the beginning point,

Thence from said point of beginning, along line of lands of Lot 3-5, S 56° 53' 59" E the distance of 264.77 feet to a corner point, being a common corner of lands of Open Space 8A. Thence along line of lands of Open Space 8A, the following two courses and distances,

1. S 44° 39' 31" W the distance of 218.23 feet to a corner point,
2. N 47° 33' 57" W the distance of 250.00 feet to a point on the centerline of Tyler Lane,

Thence along said Tyler Lane centerline, the following two courses and distances,

1. N 42° 26' 03" E the distance of 122.37 feet to a point of curvature,
2. Along the arc of a circle, curving to the left, having the radius 500.00 feet, the arc length 52.86 feet, the chord bearing N 39° 24' 20" E, and the chord length 52.83 feet to the first mentioned point and place of beginning.

Said Lot 3-4 containing 50,000 SF of land (1.148 AC) more or less.

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 as law as in equity, of, in and to the same.

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


And the said Grantor, for its respective successors and assigns does covenant, grant and agree, to and with the said Grantee, their heirs and assigns, by these presents, that the said Grantor, and its respective successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances unto the said Grantee, their heirs and assigns, against the said Grantor, and its respective successors and assigns, will forever warrant and defend the said property, and every part thereof, unto the said Grantee, their heirs and assigns, against the lawful claims and demands of the Grantor and all persons claiming or to claim by, through or under it, shall and will SPECIALLY WARRANT and forever DEFEND.

**In Witness Whereof**, the party of the first part has caused this indenture to be signed in its name and on its behalf by its duly authorized Managing Member. Dated the day and year first above written.

ES III, LP, a Pennsylvania Limited Partnership

Sealed and Delivered  
IN THE PRESENCE OF US: }


BY: ES III – ARDROSSAN, LLC,  
its general partner

BY:   
EDGAR SCOTT, III, Managing Member

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CHESTER :

On this, the 8th day of APRIL, A.D. 2019, before me, a notary public for the Commonwealth of Pennsylvania, the undersigned Officer, personally appeared EDGAR SCOTT, III, who acknowledged himself to be duly authorized Managing Member of ES III-ARDROSSAN LLC, General Partner of ES III, LP, a Pennsylvania Limited Partnership, and that he, as such Managing Member, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Managing Member.

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

  
\_\_\_\_\_  
Notary Public  
My Commission Expires

Commonwealth of Pennsylvania - Notary Seal  
Patricia A. Desmond, Notary Public  
Chester County  
My commission expires August 24, 2022  
Commission number 1038631  
Member, Pennsylvania Association of Notaries



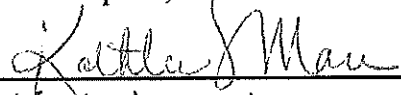
*Grantor: ES III, LP, a Pennsylvania Limited Partnership*

**DEED**

*Grantee: CHRISTOPHER MARR and KATHLEEN MARR, husband & wife*

I hereby certify that the precise address of the Grantee herein is:

43 Harrison Drive  
Newtown Square, PA 19073

By:   
\_\_\_\_\_  
Kathleen Marr

Please record and return to:  
FRANK X. BENNETT, ESQ. 150 E. Swedesford Road Wayne, PA 19087  
610-688-7985 phone 888-610-0488 fax Our File No.: 19025MARR B34

**ACKNOWLEDGMENT**

State of Pennsylvania §  
County of Chester §

On this 9<sup>th</sup> day of January, 2020, before me, the undersigned agent, personally appeared ANNE BLISARD, known to me (or satisfactorily proven), to be the person whose name is subscribed to the within instrument.

In witness whereof, I hereunto set my hand and official seal.

(Seal)   
My commission expires:

Commonwealth of Pennsylvania - Notary Seal  
CAROL A. STEPHENSON, Notary Public  
Chester County  
My Commission Expires October 22, 2023  
Commission Number 1202441

Prepared by and return to:  
Frank X. Bennett, Esquire  
150 E. Swedesford Road  
Wayne, PA 19087  
PH (610) 688-7985

PIN 36-04-02464-05

*Fee Simple Deed*

19026MARR B35

***This Indenture*** Made the 6<sup>th</sup> day of December in the year of  
our Lord, two thousand and nineteen (2019).

***Between*** ***ES III, LP, a Pennsylvania Limited Partnership***

*(hereinafter called the Grantor), of the one part,*

***and*** ***CHRISTOPHER MARR and KATHLEEN MARR,***  
***husband & wife***

*(hereinafter called the Grantee), of the other part,*

***Witnesseth*** That the said Grantor, for and in consideration of the sum of  
***ONE MILLION SEVENTY FIVE THOUSAND no/100 dollars (\$1,075,000.00)***  
*lawful money of the United States of America, unto it well and truly paid by the said*  
*Grantee, at or before 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,*  
*his/her/their heirs and assigns, as tenants by the entireties.*

***ALL THAT CERTAIN*** lot or piece of ground known as:

Lot 3-5 Tyler Ln, Ardrossan Farm III  
Township of RADNOR  
County of DELAWARE  
Pennsylvania  
PIN 36-04-02464-05

***(SEE ATTACHED LEGAL DESCRIPTION)***



## LEGAL DESCRIPTION

Description of Lot 3-5 of the Phase 3 portion of "The Ardrossan Farm", Situate in the Township of Radnor, Delaware County and Commonwealth of Pennsylvania, originally a part of a plan entitled "Final Subdivision Plans, The Ardrossan Farm, Record Plan-Phasing, Sheet 5 of 93", prepared by Momence and Associates, Inc., dated September 5, 2014, last revised December 8, 2014, filed in the Delaware County Clerk's office in Plan Book 38, Page 20, amended and described according to a plan prepared by Momence, Inc. titled "Lot Line Change for Ardrossan Farms - Phase 3", dated August 31, 2018, recorded in the Delaware County Clerk's Office on 12/21/18, in Plan Book 42, Page 360, as follows to wit:

Beginning at a point being the northwest corner of said lot, said point being located on the centerline of Tyler Lane and located the following six courses and distances along the centerline of Tyler Lane from the intersection of the centerline of Tyler Lane with the title line of Newtown Road:

1. S 23° 16' 00" E the distance of 128.52 feet to a point of curvature,
2. Along the arc of a circle, curving to the right, having the radius 150.00 feet, the arc length 162.12 feet, the chord bearing S 07° 41' 48" W, and the chord length 154.35 feet to a point of tangency,
3. S 38° 39' 36" W the distance of 159.27 feet to a point of curvature,
4. Along the arc of a circle, curving to the left, having the radius 500.00 feet, the arc length 361.41 feet, the chord bearing S 17° 57' 10" W, and the chord length 353.60 feet to a point of tangency,
5. S 02° 45' 17" E the distance of 232.43 feet to a point of curvature,
6. Along the arc of a circle, curving to the right, having the radius 500.00 feet, the arc length 190.92 feet, the chord bearing S 08° 11' 04" W, and the chord length 189.76 to the beginning point,

Thence from said point of beginning, along line of lands of Open Space 8A, the following two courses and distances;

1. S 74° 18' 59" E the distance of 272.61 feet to a corner point,
2. S 28° 29' 03" W the distance of 231.69 feet to a corner point being a common corner with Lot 3-4,

Thence along line of lands of Lot 3-4, N 56° 53' 59" W the distance of 264.77 feet to a point on the centerline of Tyler Lane, along the arc of a circle, curving to the left, having the radius 500.00 feet, the arc length 150.57 feet, the chord bearing N 27° 45' 01" E, and the chord length 150.00 feet to the first mentioned point and place of beginning.

Said Lot 3-5 containing 50,000 SF of land (1.148 AC) more or less.

**Said Lot 3-5 contains a sanitary sewer easement described as follows;**

Beginning at a point on the westerly property line of Lot 3-5, said point being located N 56° 53' 59" W the distance of 12.27 feet from the southwesterly corner of said lot, thence from said beginning point, continuing along the westerly property line N 56° 53' 59" W the distance of 22.48 feet to a point, thence leaving said westerly property line and continuing through Lot 3-5, N 60° 16' 21" E the distance of 65.75 feet to a point on the southerly line of said lot, thence along the southerly property line, S 28° 29' 03" W the distance of 37.97 feet to a point, thence leaving

*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 as law as in equity, of, in and to the same.*

*To have and to hold the said lot or piece of ground described with the buildings and improvements thereon erected hereditaments and premises hereby granted, or mentioned and intended to be so, 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.*


*And the said Grantor, for itself its successors and assigns does by these presents, covenant, grant and agree, to and with the said Grantee, his/her/their heirs, successors and assigns, that the said Grantor, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances unto the said Grantee, his/her/their heirs, successors and assigns, against the said Grantor its successors and assigns, will forever warrant and defend the said property, and every part thereof, unto the said Grantee, his/her/their heirs, successors and assigns, against the lawful claims and demands of the Grantor and all persons claiming or to claim by, through or under it, shall and will SPECIALLY WARRANT and forever DEFEND.*

*In Witness Whereof, the party of the first part has caused this indenture to be signed in its name and on its behalf by its duly authorized Member. Dated the day and year first above written.*

*ES III, LP, a Pennsylvania Limited Partnership*

*Sealed and Delivered }  
IN THE PRESENCE OF US: }  
 }  
 }  
 }  
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 }  
 }  
 }  
 }  
 }*


*BY ESIII – ARDROSSAN, LLC,  
its General Partner,*

*BY:   
EDGAR SCOTT, III, Managing Member*

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Chester

On this, the 6<sup>th</sup> day of December, A.D. 2019, before me, a notary public for the Commonwealth of Pennsylvania, the undersigned Officer, personally appeared EDGAR SCOTT, III, who acknowledged himself to be a duly authorized Managing Member of ESIII - ARDROSSAN LLC, General Partner of ES III, LP, a Pennsylvania Limited Partnership, and that he as such Managing Member, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Member.

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

  
\_\_\_\_\_  
Notary Public  
My Commission Expires

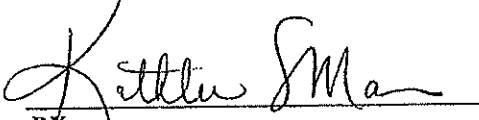
Commonwealth of Pennsylvania - Notary Seal  
Patricia A. Desmond, Notary Public  
Chester County  
My commission expires August 24, 2022  
Commission number 1038631  
Member, Pennsylvania Association of Notaries

Grantor: ES III, LP, a Pennsylvania Limited Partnership

## DEED

Grantee: CHRISTOPHER MARR and KATHLEEN MARR,  
husband & wife

I hereby certify that the precise address of the grantees herein is: 43 Harrison Dr.  
Newtown Square PA  
19073

  
BY:

Please record and return to:  
FRANK X. BENNETT, ESQ.  
610-688-7985 phone

150 E. Swedesford Road  
888-610-0488 fax

Wayne, PA 19087  
Our File No.: 19026MARR B35

**Prepared by and return to:**

John C. Snyder, Esquire  
Saul Ewing Arnstein & Lehr LLP  
1200 Liberty Ridge Drive, Suite 200  
Wayne, PA 19087

RD BK06517-0343

2020025604 05/20/2020 02:50:26 PM:1

RCD FEE: \$128.25

DT-DEED



36-RADNOR \$0.00

RECORDER OF DEEDS

DELAWARE  
COUNTY

**Folio Nos. Part of 36-04-02463-00 (Open Space 8A) & 36-04-02464-03 (Lot 3-3) (Tyler Lane)**

**SPECIAL WARRANTY DEED**

**THIS INDENTURE** is made the 8th day of April, 2019, between **ES III, LP**, a Pennsylvania limited partnership (hereinafter called the Grantor) and **CHRISTOPHER AND KATHLEEN MARR**, husband and wife (hereinafter called the Grantee).

**WITNESSETH**, that the Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLARS (\$1.00) lawful money of the United States of America, unto it well and truly paid by the Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and conveyed, and by these presents does grant, bargain and sell, release and convey unto the Grantee, their heirs and assigns,

**ALL THAT CERTAIN** lot or parcel of land situate in Radnor Township, Delaware County, Commonwealth of Pennsylvania, bounded and described as set forth in the legal description attached to this Deed as Exhibit "A" and incorporated by reference.

**UNDER AND SUBJECT** to all covenants, conditions, restrictions, easements, rights of way and reservations of record, to the extent valid, subsisting and enforceable.

**TOGETHER** with all and singular the buildings, 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 it, the Grantor, in law, equity, or otherwise howsoever, of, in and to the same and every part thereof.

**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 Grantee, their heirs and assigns, to and for the only proper use and behoof of the Grantee, their heirs and assigns forever.


**UNDER AND SUBJECT**, as aforesaid.

**AND** the Grantor, for its respective successors and assigns, does covenant, promise and agree, to and with the Grantee, their heirs and assigns, by these presents, that it, the Grantor, and its respective successors and assigns, all and singular the buildings, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the Grantee, their heirs and assigns, against the Grantor and its respective successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, or any of them, shall and will, subject as aforesaid, WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal. Dated the day and year first above written.

ES III, LP, a Pennsylvania limited partnership

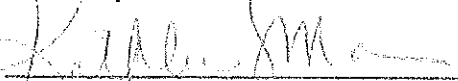
By: ES III-Ardrossan, LLC, its general partner

By:   
Edgar Scott, III  
Managing Member

**Grantee's Certification of Address**

I hereby certify that the address of the within-named Grantee is:

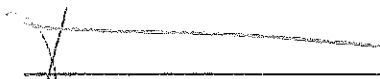
43 Harrison Drive  
Newtown Square, PA 19073

By: 

STATE OF PENNSYLVANIA :  
: SS.  
COUNTY OF CHESTER :

On this 8<sup>th</sup> day of April, 2019, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Edgar Scott, III, who acknowledged himself to be the Managing Member of ES III-Ardrossan, LLC, a Pennsylvania limited liability company, the general partner of ES III, LP, a Pennsylvania limited partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

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

  
\_\_\_\_\_  
Notary Public [SEAL]  
My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal  
Patricia A. Desmond, Notary Public  
Chester County  
My commission expires August 24, 2022  
Commission number 1038631  
Member, Pennsylvania Association of Notaries

**EXHIBIT A**  
**LEGAL DESCRIPTION**



**Portion of OS-8A being transferred to and made a part of Lot 3-3**

**Description of the portion of OS-8A being transferred to and made a part of Lot 3-3 within the Phase 3 portion of "The Ardrossan Farm", Situate in the Township of Radnor, Delaware County and Commonwealth of Pennsylvania, according to a plan prepared by Momenee, Inc. titled "Lot Line Change Plan for Ardrossan Farms – Lots 3-2, 3-3, OS-8A & OS-12", dated January 3, 2019, last revised 11/13/19, and recorded in the Delaware County Clerk's Office on 8/4/2020, in Plan Book 44, Page 247, as follows to wit:**

Beginning at a point being the northeast corner of said parcel, said point being a corner of Lot 3-3 and located the following eight courses and distances from the intersection of the centerline of Tyler Lane with the title line of Newtown Road:

1. Along the Tyler Lane Centerline, S 23° 16' 00" E the distance of 128.52 feet to a point of curvature,
2. Continuing along said Tyler Lane centerline along the arc of a circle, curving to the right, having the radius 150.00 feet, the arc length 162.12 feet, the chord bearing S 07° 41' 48" W, and the chord length 154.35 feet to a point of tangency,
3. Continuing along said Tyler Lane centerline S 38° 39' 36" W the distance of 159.27 feet to a point of curvature,
4. Continuing along said Tyler Lane centerline Along the arc of a circle, curving to the left, having the radius 500.00 feet, the arc length 361.41 feet, the chord bearing S 17° 57' 10" W, and the chord length 353.60 feet to a point of tangency,
5. Continuing along said Tyler Lane centerline S 02° 45' 17" E the distance of 232.43 feet to a point of curvature,
6. Continuing along said Tyler Lane centerline Along the arc of a circle, curving to the right, having the radius 500.00 feet, the arc length 394.35 feet, the chord bearing S 19° 50' 23" W, and the chord length 384.2 feet to a point of tangency,
7. Continuing along said Tyler Lane centerline S 42° 26' 03" W the distance of 142.37 feet a point being the northeasterly corner of Lot 3-3
8. Leaving said Tyler Lane centerline along lands of Lot 3-3, S 47° 33' 57" E the distance of 250.00 feet to the point of beginning.

Thence from said point of beginning, along other of lands of Lot OS-8-A, the following two courses and distances,

1. S 01° 59' 41" W the distance of 157.60 feet to a point,
2. S 66° 00' 46" W, 255.56 feet to a corner point being a common corner with Lot 3-2,

Thence along line of lands of Lot 3-3, N 42° 26' 03" E the distance of 354.18 feet to the first mentioned point and place of beginning.,

Said Parcel being transferred Lot 3-2 contains containing 18,103 SF of land (0.416 AC) more or less

**Prepared by and return to:**

John C. Snyder, Esquire  
Saul Ewing Arnstein & Lehr LLP  
1200 Liberty Ridge Drive, Suite 200  
Wayne, PA 19087



36-RADNOR \$0.00

RECORDER OF DEEDS

DELAWARE  
COUNTY

**Folio Nos. Part of 36-04-02464-00 and Part of 36-04-02464-94 (Open Space 12)  
and 36-04-02464-02 (Lot 3-2) (Tyler Lane)**

**SPECIAL WARRANTY DEED**

**THIS INDENTURE** is made the 8th day of April, 2019, between **CHRISTOPHER AND KATHLEEN MARR**, husband and wife (hereinafter called the Grantor) and **ES III, LP**, a Pennsylvania limited partnership (hereinafter called the Grantee).

**WITNESSETH**, that the Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLARS (\$1.00) lawful money of the United States of America, unto them well and truly paid by the Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and conveyed, and by these presents does grant, bargain and sell, release and convey unto the Grantee, its successors and assigns,

**ALL THAT CERTAIN** lot or parcel of land situate in Radnor Township, Delaware County, Commonwealth of Pennsylvania, bounded and described as set forth in the legal description attached to this Deed as Exhibit "A" and incorporated by reference.

**UNDER AND SUBJECT** to all covenants, conditions, restrictions, easements, rights of way and reservations of record, to the extent valid, subsisting and enforceable.

**TOGETHER** with all and singular the buildings, 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 it, the Grantor, in law, equity, or otherwise howsoever, of, in and to the same and every part thereof.

**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 Grantee, its successors and

assigns, to and for the only proper use and behoof of the Grantee, its successors and assigns forever.

**UNDER AND SUBJECT**, as aforesaid.

**AND** the Grantor, for their respective heirs and assigns, does covenant, promise and agree, to and with the Grantee, its successors and assigns, by these presents, that it, the Grantor, and their heirs and assigns, all and singular the buildings, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the Grantee, its successors and assigns, against the Grantor and their respective heirs and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under them, or any of them, shall and will, subject as aforesaid, WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal. Dated the day and year first above written.

  
CHRISTOPHER MARR

  
KATHLEEN MARR

**Grantee's Certification of Address**

I hereby certify that the address of the within-named Grantee is:

107 Twaddell Mill Road  
Wilmington, DE 19807

By:   
\_\_\_\_\_

STATE OF PENNSYLVANIA :  
 : SS.  
COUNTY OF chester :

On this 8<sup>th</sup> day of April, 2019, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **CHRISTOPHER MARR**, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

[Signature] [SEAL]  
Notary Public  
My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal  
Patricia A. Desmond, Notary Public  
Chester County  
My commission expires August 24, 2022  
Commission number 1038631  
Member, Pennsylvania Association of Notaries

STATE OF PENNSYLVANIA :  
 : SS.  
COUNTY OF chester :

On this 8<sup>th</sup> day of April, 2019, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **KATHLEEN MARR**, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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

[Signature] [SEAL]  
Notary Public  
My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal  
Patricia A. Desmond, Notary Public  
Chester County  
My commission expires August 24, 2022  
Commission number 1038631  
Member, Pennsylvania Association of Notaries

**EXHIBIT A**  
**LEGAL DESCRIPTION**

## Open Space 12

**Description of Open Space-12 within the Phase 3 portion of "The Ardrossan Farm", Situate in the Township of Radnor, Delaware County and Commonwealth of Pennsylvania, according to a plan prepared by Momenee, Inc. titled "Lot Line Change Plan for Ardrossan Farms – Lots 3-2, 3-3, OS-8A & OS-12", dated January 3, 2019, last revised 11/13/19, recorded in the Delaware County Clerk's Office on 5/4/2020, in Plan Book 44, Page 217, as follows to wit:**

Beginning at a point being the northeast corner of said Open Space 12, said point being a common corner with lot 3-2 and located the following eleven courses and distances along the centerline of Tyler Lane from the intersection of the centerline of Tyler Lane with the title line of Newtown Road:

1. S 23° 16' 00" E the distance of 128.52 feet to a point of curvature,
2. Along the arc of a circle, curving to the right, having the radius 150.00 feet, the arc length 162.12 feet, the chord bearing S 07° 41' 48" W, and the chord length 154.35 feet to a point of tangency,
3. S 38° 39' 36" W the distance of 159.27 feet to a point of curvature,
4. Along the arc of a circle, curving to the left, having the radius 500.00 feet, the arc length 361.41 feet, the chord bearing S 17° 57' 10" W, and the chord length 353.60 feet to a point of tangency,
5. S 02° 45' 17" E the distance of 232.43 feet to a point of curvature,
6. Along the arc of a circle, curving to the right, having the radius 500.00 feet, the arc length 394.35 feet, the chord bearing S 19° 50' 23" W, and the chord length 384.2 feet to a point of tangency,
7. S 42° 26' 03" W the distance of 337.37 feet to a point being the center of the Tyler Lane cul-de-sac.
8. S 68° 49' 23" W the distance of 45.00 feet to a point on the right of way line of the Tyler Lane Cul-de-sac and being a corner point of line of lands of Open Space 7,
9. Along line of lands of Open Space 7, S 42° 30' 13" W the distance of 138.07 feet to a point of curvature,
10. Continuing along line of lands of Open Space 7, along the arc of a circle, curving to the right, having the radius 55.00 feet, the arc length 35.17 feet, the chord bearing S 63° 20' 42" W, and the chord length 34.58 feet to a point of reverse curvature,
11. Continuing along line of lands of Open Space 7, along the arc of a circle, curving to the left, having the radius 125.00 feet, the arc length 45.03 feet, the chord bearing S 68° 38' 46" W, and the chord length 44.79 feet to the beginning point,

Thence from said point of beginning, along line of lands of Lot 3-2, S 25° 09' 36" E the distance of 257.50 feet to a point on line of lands of OS-8A, thence along line of lands of OS-8A, S 66° 28' 25" W the distance of 85.00 feet to a point on line of lands of Lot 5-1, thence along line of lands of Lot 5-1, N 25° 09' 36" W the distance of 207.00 feet to a point being a common corner of lands of OS-12, Lands of OS-7, Lands of Radnor Township and Lands of Lot 5-1, Thence along lands of OS-7, along the arc of a circle, curving to the right, having the radius 125.00 feet, the arc length 100.29 feet, the chord bearing N 35° 20' 29" E, and the chord length 97.62 feet to the first mentioned point and place of beginning.

Said Open Space 12 containing 20,384 SF of land (0.468 AC) more or less.

**Said Open Space 12 contains a storm sewer easement described as follows;**

Beginning at a point being on the easterly side of Open Space 12 on line of lands of Lot 3-2, said point being measured S 25° 09' 36" E the distance of 16.85 feet from the northeastern corner of said Open Space 12 parcel, thence from said beginning point along line of lands of Lot 3-2, S 25° 09' 36" E the distance of 20.04 feet to a point, thence leaving said line of lands of Lot 3-2 and continuing through Open Space 12 the following two courses and distances;

1. S 61° 26' 27" W the distance of 30.18 feet to a point,
2. N 63° 10' 15" W the distance of 29.07 feet to a point, on line of lands of Open Space 7

Thence along line of lands of Open Space 7, along the arc of a circle, curving to the right, having the radius 125.00 feet, the arc length 20.54 feet, the chord bearing N 39° 42' 04" E, and the chord length 20.52 feet to a point, thence leaving said line of lands of Open Space 7 and continuing through Open Space 12 the following two courses and distances;

1. S 63° 10' 15" E the distance of 14.00 feet to a point,
2. N 61° 26' 27" E the distance of 20.87 feet to the first mentioned point and place of beginning.

**Said Open Space Parcel 12 contains a driveway access/utility easement described as follows;**

Beginning at a point being the northeasterly corner of OS-12 and being a common corner with Lot 3-2, thence from said beginning point, along line of lands of Lot 3-2, S 25° 09' 36" E the distance of 20.16 feet to a point, thence leaving said line of lands of Lot 3-2 and continuing through OS-12 along the arc of a circle, curving to the left, having the radius 105.00 feet, the arc length 115.48 feet, the chord bearing S25° 34' 10" W, and the chord length 109.75 feet to a point on line of lands of Lot 5-1, thence along said line of lands of Lot 5-1, N 25° 09' 36" W the distance of 41.56 feet to a point being a common corner of lands of OS-12, Lands of OS-7, Lands of Radnor Township and Lands of Lot 5-1, Thence along lands of OS-7, along the arc of a circle, curving to the right, having the radius 125.00 feet, the arc length 100.29 feet, the chord bearing N 35° 20' 29" E, and the chord length 97.62 feet to the first mentioned point and place of beginning







**Fidelity National Title**  
INSURANCE COMPANY

**NATIONAL TITLE SERVICES**  
1700 MARKET STREET, SUITE 2100  
PHILADELPHIA, PA 19103  
PHONE: (215) 875-4141 | (888) 616-2468

December 9, 2019

Mrs. and Mrs. Christopher Marr  
43 Harrison Drive  
Newtown Square, PA 19073

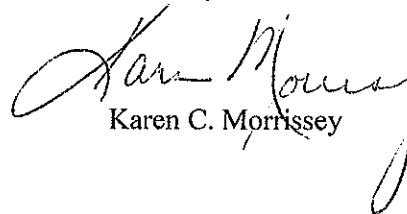
Re: Ardrossan Farms, Lots 3-2 and 3-3, Radnor, PA  
Closing Date 12/19/2018  
Our File PHI181017

Dear Mr. and Mrs. Marr:

In connection with the above-referenced transaction, enclosed please find the Owners' Policy of Title Insurance.

Thank you and please do not hesitate to contact me if you have any questions at 215-875-4141.

Sincerely,

  
Karen C. Morrissey

Encl.\

# OWNER'S POLICY OF TITLE INSURANCE

Issued By:



**Fidelity National Title**  
Insurance Company

Policy Number:

**PHI181017**

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, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida 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:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. 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
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif 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.
6. 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.
7. 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.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

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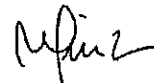
- 9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction 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
  - (b) 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
    - (i) to be timely, or
    - (ii) 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, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Fidelity National Title Insurance Company

By:



\_\_\_\_\_  
President

Attest:



\_\_\_\_\_  
Secretary



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**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:

1. (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.
4. 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.

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SCHEDULE A

Name and Address of Title Insurance Company: Fidelity National Title Insurance Company
1515 Market Street, Ste. 1325
Philadelphia, PA 19102

Table with 2 columns: Date of Policy, Amount of Insurance. Row 1: December 21, 2018, \$2,150,000.00

1. Name of Insured:

Christopher Marr and Kathleen Marr

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Christopher Marr and Kathleen Marr by Deed from ES III, LP, a Pennsylvania limited partnership dated 12/19/2018 and recorded 12/21/2018 in the County of Delaware in Record Book 6263 Page 2028, in fee. (As to Lot 3-2)

Christopher Marr and Kathleen Marr by Deed from ES III, LP, a Pennsylvania limited partnership dated 12/19/2018 and recorded 12/21/2018 in the County of Delaware in Record Book 6263 Page 2033, in fee. (As to Lot 3-3)

4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

FOR INFORMATIONAL PURPOSES ONLY: Tyler Lane, Lot 3-2 and Lot 3-3, Radnor, PA 19089 Township of Radnor, County of Delaware

Fidelity National Title Insurance Company

Countersigned By:

Handwritten signature of Kara Mowery, Authorized Officer or Agent

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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**EXHIBIT "A"**  
Legal Description

## Lot 3-2

Description of Lot 3-2 of the Phase 3 portion of "The Ardrossan Farm", Situate in the Township of Radnor, Delaware County and Commonwealth of Pennsylvania, originally a part of a plan entitled "Final Subdivision Plans, The Ardrossan Farm, Record Plan-Phasing, Sheet 5 of 93", prepared by Momenee and Associates, Inc., dated September 5, 2014, last revised December 8, 2014, filed in the Delaware County Clerk's office in Plan Book 281, Page 20, amended and described according to a plan prepared by Momenee, Inc. titled "Lot Line Change for Ardrossan Farms – Phase 3", dated August 30, 2018, recorded in the Delaware County Clerk's Office on December 21, 2018, in Plan Book 42, Page 360, as follows to wit:

Beginning at a point being the northeast corner of said lot, said point being the center of the Tyler Lane cul-de-sac and located the following seven courses and distances along the centerline of Tyler Lane from the intersection of the centerline of Tyler Lane with the title line of Newtown Road:

1. S 23° 16' 00" E the distance of 128.52 feet to a point of curvature,
2. Along the arc of a circle, curving to the right, having the radius 150.00 feet, the arc length 162.12 feet, the chord bearing S 07° 41' 48" W, and the chord length 154.35 feet to a point of tangency,
3. S 38° 39' 36" W the distance of 159.27 feet to a point of curvature,
4. Along the arc of a circle, curving to the left, having the radius 500.00 feet, the arc length 361.41 feet, the chord bearing S 17° 57' 10" W, and the chord length 353.60 feet to a point of tangency,
5. S 02° 45' 17" E the distance of 232.43 feet to a point of curvature,
6. Along the arc of a circle, curving to the right, having the radius 500.00 feet, the arc length 394.35 feet, the chord bearing S 19° 50' 23" W, and the chord length 384.2 feet to a point of tangency,
7. S 42° 26' 03" W the distance of 337.37 feet to a point being the center of the Tyler Lane cul-de-sac and point of beginning.

Thence from said point of beginning, along line of lands of Lot 3-3, the following two courses and distances,

1. S 16° 02' 43" W the distance of 52.81 feet to a point,
2. S 47° 33' 57" E the distance of 226.53 feet to a corner point on line of lands of Open Space 8,

Thence along line of lands of Open Space 8, the following two courses and distances

1. S 42° 26' 03" W the distance of 157.69 feet to a corner point,
2. S 66° 28' 25" W the distance of 242.69 feet to a point, on line of lands of Lot 5-1

Thence along line of lands of Lot 5-1, N 25° 09' 36" W the distance of 207.00 feet to a point being a common corner of Lot 5-1, lands of Radnor Township and lands of Open Space 7, Thence along line of lands of Open Space 7, the following four courses and distances;

1. Along the arc of a circle, curving to the right, having the radius 125.00 feet, the arc length 145.32 feet, the chord bearing N 45° 39' 42" E, and the chord length 137.27 feet to a point of reverse curvature,
2. Along the arc of a circle, curving to the left, having the radius 55.00 feet, the arc length 35.17 feet, the chord bearing N 63° 20' 42" E, and the chord length 34.58 feet to a point of tangency,
3. N 42° 30' 13" E the distance of 138.07 feet to a point,
4. N 68° 49' 23" E the distance of 45.00 feet to the point of beginning.

Said Lot 3-2 containing 90,915 SF of land (2.087 AC) more or less.

Said Lot 3-2 contains a sanitary sewer easement described as follows;

Beginning at a point being the southeasterly corner of lot 3-2, thence from said beginning point along the southerly property line of Lot 3-2, S 42° 26' 03" W the distance of 20.00 feet to a point, thence leaving said southerly property line and continuing through Lot 3-2 the following two courses and distances;

1. N 47° 33' 57" W the distance of 20.00 feet to a point,
2. N 42° 26' 03" E the distance of 20.00 feet to a point on the easterly property line of Lot 3-2

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**EXHIBIT "A"**  
Legal Description

Thence along said easterly property line, S 47° 33' 57" E the distance of 20.00 feet to the first mentioned point and place of beginning.

Said Lot 3-2 contains a storm sewer easement described as follows;

Beginning at a point being the intersection of the northerly property line of Lot 3-2 with the cul-de-sac R/W line of Tyler Lane said point being located S 68° 49' 23" W the distance of 45.00 feet from the northeast corner of Lot 3-2 said corner point also being the center of the Tyler Lane cul-de-sac, thence from said beginning point along the R/W line of the Tyler Lane cul-de-sac, along the arc of a circle, curving to the left, having the radius of 45.00 feet, the arc length 40.43 feet, the chord bearing S 46° 54' 51" E, and the chord length 39.08 feet to a point, thence continuing through lot 3-2 the following four courses and distances,

1. S 42° 30' 13" W the distance of 146.54 feet to a point,
2. N 47° 29' 47" W the distance of 10.35 feet to a point,
3. S 61° 26' 27" W the distance of 112.29 feet to a point,
4. N 63° 10' 15" W the distance of 29.07 feet to a point on the northerly property line of Lot 3-2,

Thence along said northerly property line, along the arc of a circle, curving to the right, having the radius 125.00 feet, the arc length 20.54 feet, the chord bearing N 39° 42' 04" E, and the chord length 20.52 feet to a point, thence leaving said northerly property line and continuing through Lot 3-2 the following three courses and distances;

1. S 63° 10' 15" E the distance of 14.00 feet to a point,
2. N 61° 26' 27" E the distance of 94.93 feet to a point,
3. N 47° 29' 47" W the distance of 7.58 feet to a point on the northerly property line of Lot 3-2

Thence along said northerly property line, N 42° 30' 13" E the distance of 146.94 feet to the first mentioned point and place of beginning.

Said Lot 3-2 contains a driveway access/utility easement described as follows;

Beginning at a point being the intersection of the northerly property line of Lot 3-2 with the cul-de-sac R/W line of Tyler Lane said point being located S 68° 49' 23" W the distance of 45.00 feet from the northeast corner of Lot 3-2 said corner point also being the center of the Tyler Lane cul-de-sac, thence from said beginning point along the R/W line of the Tyler Lane cul-de-sac, along the arc of a circle, curving to the left, having the radius of 45.00 feet, the arc length 25.73 feet, the chord bearing S 37° 33' 26" E, and the chord length 25.38 feet to a point,, thence continuing through lot 3-2 the following three courses and distances,

1. S 42° 30' 13" W the distance of 134.18 feet to a point of curvature,
2. Along the arc of a circle, curving to the right, having the radius 80.00 feet, the arc length 51.09 feet, the chord bearing S 62° 53' 15" W, and the chord length 50.22 feet to a point of reverse curvature,
3. Along the arc of a circle, curving to the left, having the radius 100.00 feet, the arc length 168.16 feet, the chord bearing S 30° 30' 15" W, and the chord length 149.04 feet to a point on line of lands of Lot 5-1,

Thence along line of lands of Lot 5-1, N 25° 09' 36" W the distance of 63.09 feet to a corner point, thence following the northerly property line of Lot 3-2 the following three courses and distances;

1. Along the arc of a circle, curving to the right, having the radius 125.00 feet, the arc length 145.32 feet, the chord bearing N 45° 39' 42" E, and the chord length 137.27 feet to a point of reverse curvature,
2. Along the arc of a circle, curving to the left, having the radius 55.00 feet, the arc length 35.17 feet, the chord bearing N 63° 20' 42" E, and the chord length 34.58 feet to a point of tangency,
3. N 42° 30' 13" E the distance of 138.07 feet to the first mentioned point and place of beginning

Lot 3-3

Description of Lot 3-3 of the Phase 3 portion of "The Ardrossan Farm", Situate in the Township of Radnor, Delaware

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## EXHIBIT "A"

### Legal Description

County and Commonwealth of Pennsylvania, originally a part of a plan entitled "Final Subdivision Plans, The Ardrossan Farm, Record Plan-Phasing, Sheet 5 of 93", prepared by Momenee and Associates, Inc., dated September 5, 2014, last revised December 8, 2014, filed in the Delaware County Clerk's office in Plan Book 281, Page 20, amended and described according to a plan prepared by Momenee, Inc. titled "Lot Line Change for Ardrossan Farms – Phase 3", dated August 30, 2018, recorded in the Delaware County Clerk's Office on December 21, 2018, in Plan Book 42, Page 360, as follows to wit:

Beginning at a point being the northwest corner of said lot, said point being located on the centerline of Tyler Lane and located the following seven courses and distances along the centerline of Tyler Lane from the intersection of the centerline of Tyler Lane with the title line of Newtown Road:

1. S 23° 16' 00" E the distance of 128.52 feet to a point of curvature,
2. Along the arc of a circle, curving to the right, having the radius 150.00 feet, the arc length 162.12 feet, the chord bearing S 07° 41' 48" W, and the chord length 154.35 feet to a point of tangency,
3. S 38° 39' 36" W the distance of 159.27 feet to a point of curvature,
4. Along the arc of a circle, curving to the left, having the radius 500.00 feet, the arc length 361.41 feet, the chord bearing S 17° 57' 10" W, and the chord length 353.60 feet to a point of tangency,
5. S 02° 45' 17" E the distance of 232.43 feet to a point of curvature,
6. Along the arc of a circle, curving to the right, having the radius 500.00 feet, the arc length 394.35 feet, the chord bearing S 19° 50' 23" W, and the chord length 384.2 feet to a point of tangency,
7. S 42° 26' 03" W the distance of 142.37 feet to the point of beginning.

Thence from said point of beginning, along line of lands of Open Space 8, the following two courses and distances,

1. S 47° 33' 57" E the distance of 250.00 feet to a corner point,
2. S 42° 26' 03" W the distance of 242.31 feet to a corner point being a common corner with Lot 3-2,

Thence along line of lands of Lot 3-2, the following two courses and distances,

1. N 47° 33' 57" W the distance of 226.53 feet to a point,
  2. N 16° 02' 43" E the distance of 52.81 feet to a point being the center of the Tyler Lane cul-de-sac,
- Thence along aforesaid Tyler Lane centerline, N 42° 26' 03" E the distance of 195.00 feet to the first mentioned point and place of beginning.

Said Lot 3-3 containing 60,022 SF of land (1.378 AC) more or less.

Said Lot 3-3 contains two sanitary sewer easements described as follows;

#### Easement #1

Beginning at a point being the southwesterly corner of said lot, thence along line of lands of Lot 3-2, N 47° 33' 57" W the distance of 20.00 feet to a point, thence leaving said line of lands of Lot 3-2 and continuing through Lot 3-3 the following two courses and distances;

1. N 42° 26' 03" E the distance of 184.85 feet to a point,
2. N 88° 57' 41" E the distance of 27.56 feet to a point on the southern property line of Lot 3-3,

Thence along said southerly property line S 42° 26' 03" W the distance of 176.25 feet to the first mentioned point and place of beginning.

#### Easement #2

Beginning at a point being the southeasterly corner of said lot, thence from said beginning point, along the southerly property line S 42° 26' 03" W the distance of 9.36 feet to a point, thence leaving said southerly property line and continuing through Lot 3-3, N 02° 29' 15" E the distance of 12.21 feet to a point on the westerly property line, thence along said westerly property line S 47° 33' 57" E the distance of 7.84 feet to the first mentioned point and place of beginning.

Being part of the same premises which Sidney F. Tyler Trust dated 5-30-1917 and The Robert L. Montgomery Ardrossan Trust dated 6-4-1912 by Deed dated November 8, 2018 and recorded December 21, 2018 in Delaware County in 6263

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**EXHIBIT "A"**  
Legal Description

Page 1905 conveyed unto ES III LP, in fee.

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## SCHEDULE B EXCEPTIONS FROM COVERAGE

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

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 covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

1. intentionally omitted
2. intentionally omitted
3. intentionally omitted
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose. (THE TITLE COMPANY CAN ONLY PROVIDE THE ENDORSEMENTS 300 or 301 UPON RECEIPT AND REVIEW OF AN ACCEPTABLE ALTA/ACSM LAND TITLE SURVEY OF THE PROPERTY)
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Tyler Lane.
7. Stream of water flows through premises hereon, subject to rights of other riparian owners abutting stream.
8. Terms of Trust created under Deed of Trust from Robert L. Montgomery et ux dated 6-4-1912 and recorded in Deed Book 347 page 233, and Supplemental Indentures thereto recorded in Deed Book 708 page 366 and Deed Book 1153 page 75.
9. Rights granted to American Telegraph and Telephone Co in Deed Book 824 page 452.
10. Rights and Obligations as to use and maintenance of driveway set forth in Deed Book 1016 page 478.
11. Intentionally omitted.
12. Intentionally omitted.
13. Intentionally omitted.
14. Intentionally omitted.
15. Rights granted to Bell Telephone Company Deed Book 2269 page 968.
16. Rights granted to Bell Atlantic-Pennsylvania, Inc. in Volume 1889 page 1793.
17. Intentionally omitted.
18. Intentionally omitted.

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**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

19. Conditions disclosed by survey made by Momenee and Associates dated 9-10-1999 and recorded in Plan Volume 20 page 415:-notes and conditions.
20. Conditions disclosed by survey made by Momenee and Associates, Inc. dated 5-2-2000 and recorded in Plan Volume 28 page 91:-notes and conditions.
21. Conditions disclosed by survey made by Momenee & Associates, Inc. Civil Engineers and Land Surveyors dated 9-5-2014, last revised 12-8-2014 and recorded in Plan Volume 38 page 20:-notes and conditions.
22. Intentionally omitted.
23. Declaration of Ardrossan Farms, a Planned Community recorded 12-24-2014 in Volume 5585 page 276.
24. Easement Agreement (Access & Utility) recorded 3-30-2015 in Volume 5620 page 1190.
25. Intentionally omitted.
26. Easement Agreement (Sanitary Sewer) in Volume 5620 page 1252.
27. Supplemental Declaration No. 1 to the Declaration of Ardrossan Farms, a Planned Community recorded 3-30-2015 in Volume 5620 page 1310.
28. Supplemental Declaration No. 2 to the Declaration of Ardrossan Farms, a Planned Community recorded 12-23-2015 in Volume 5748 page 2235.
29. Supplemental Declaration No. 3 to the Declaration of Ardrossan Farms, a Planned Community recorded 3-11-2016 in Volume 5780 page 1531.
30. Supplemental Declaration No. 4 to the Declaration of Ardrossan Farms, a Planned Community recorded 05/10/2017 in Volume 5995 page 252.
31. Supplemental Declaration No. 5 to the Declaration of Ardrossan Farms, a Planned Community recorded 05/11/2017 in Volume 5996 page 847.
32. Supplemental Declaration No. 6 to the Declaration of Ardrossan Farms, a Planned Community recorded 3-20-2018 in Volume 6142 page 907.
33. Notice of Posting of Financial Security in Volume 6142 page 983.
34. 2019 County and Township Taxes, and subsequent years, liens not yet due and payable. 2019-2020 School Taxes, and subsequent years, a lien not yet due and payable. 2018 County and Township and 2018-2019 School Taxes have been paid.

**END OF SCHEDULE B**

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## 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
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned 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": Records 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.

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AMERICAN  
LAND TITLE  
ASSOCIATION



(continued)

**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 from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) 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.

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(continued)

- (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 Ten percent (10%), and
  - (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.
- (c) 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.

**9. 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.
- (b) 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.
- (c) 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 OF LIABILITY**

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.

**11. 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.

**12. 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 thirty (30) days.

**13. 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.

- (b) 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.

**14. ARBITRATION**

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 Two Million and No/100 Dollars (\$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 Two Million and No/100 Dollars (\$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.
- (b) 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.
- (c) 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.

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(continued)

- (d) 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**

- (a) 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.

- (b) 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:

Fidelity National Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**

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ALTA Owner's Policy (6-17-06) as modified by TIRBOP (4-1-07)

OWNER'S POLICY OF TITLE INSURANCE  
ISSUED BY



Any notice of claim and any other notice or statement in writing required to be given 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, STEWART TITLE GUARANTY COMPANY, a Texas 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:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. 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:
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif 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.
6. 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.
7. 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.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

A handwritten signature in black ink, appearing to be "M. J. [unclear]", written over a horizontal line.

Authorized Signature



Stewart Title Guaranty Company  
900 West Valley Road  
Suite 400  
Wayne, PA 19087

A handwritten signature in black ink, appearing to be "Stewart Morris Jr.", written over a horizontal line.

Senior Chairman of the Board

A handwritten signature in black ink, appearing to be "Malcolm S. Morris", written over a horizontal line.

Chairman of the Board

A handwritten signature in black ink, appearing to be "Michael Scallio", written over a horizontal line.

President

## COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) 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
  - (b) 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
- (i) to be timely, or
  - (ii) 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.

## 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:

1. (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.
4. 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;
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned 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": Records 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,

## CONDITIONS (Continued)

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.

- (a) 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%, and
  - (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.
- (c) 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.

**9. 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.
- (b) 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.
- (c) 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 OF LIABILITY.**

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.

**11. 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.

**12. 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.

**13. 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.

- (b) 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.

**14. ARBITRATION.**

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.
- (b) 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.
- (c) 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.
- (d) 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.**

- (a) 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 laws principles to determine the applicable law.

- (b) 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 the Company under this Policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

SCHEDULE A

Order No.: 19025

Policy Number: O-5430-83607

Date of Policy: 04/09/2019

Amount of Insurance: \$1,075,000.00

1. Name of Insured:

Christopher Marr and Kathleen Marr, husband and wife.

2. The estate or interest in the land which is covered by this policy is FEE SIMPLE.

3. Title to the estate or interest in the land is vested in the Insured.

4. The land herein described is encumbered by the following mortgage or trust of deed, and assignments:

None

5. The land referred to in this policy is described as follows:

Lot 3-4 Tyler Lane, Ardrossan Farm Phase III  
Radnor Township  
Delaware County, State of Pennsylvania

(Street Address Noted For Identification Only)

## SCHEDULE B

Policy No.: O-5430-83607

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 the following:

1. Any defects, 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. Discrepancies or conflicts in boundary lines, easements, encroachments, or area content which a satisfactory survey would disclose.
3. Any lien, or right to a lien for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by public records.
4. Rights or claims of parties in possession or under agreements of sale not shown by public records.
5. Taxes or special assessments which are not shown on the public record.
6. Possible additional tax assessments for new construction and or major improvements.
7. Any reservation, restriction, limitations, conditions or agreements set forth in the instrument by which title is vested in the insured.
8. Excepting and reserving that portion of the premises lying in and along the roadbed(s); subject to public and private rights thereon.
9. Company assumes no liability for the possible designation of the premises insured hereunder as a Wetlands Area by any governmental agency.
10. Subject to any line rights of way including electric line, telephone line, cable line, water and sewer line rights of way in use and existing in, on, or under the ground and all rights in relation thereto.
11. Amount and computation of area or acreage is not insured.
12. Any lease, grant, exception or reservation of oil or gas rights, storage rights, or minerals or mineral rights not appearing in the Public Records.
13. Stream of water flows through premises; rights of others therein.
14. Terms of Trust created under Deed of Trust from Robert L. Montgomery et ux dated June 4, 1912 and recorded in Deed Book 347 page 233, and Supplemental Indentures thereto recorded in Deed Books 708 page 366 and 1153 page 75.
15. Rights granted to public utility companies as in Deed Books 824 page 452; 1249 page 426; 1761 page 331; and 2269 page 968; and Volume 1889 page 1793.
16. Rights and Obligations as to use and maintenance of driveway set forth in Deed Book 1016 page 478.
17. Rights granted to Radnor Township Municipal Authority as in Deed Book 1920 page 92.
18. Deed of Easement to Commonwealth of Pennsylvania Department of Highways as in Deed Book 2233 page 677.
19. Easement Agreement (leach field) as in Record Book 2002 page 1086.
20. Grant of Easement and Declaration of Restrictive Covenants (Brandywine Conservancy) in Record Book 3600 page 579. (Appurtenance)
21. Easements, Notes, Conditions and Building Set-Back Lines as shown on Survey made by Momenee and Associates in Plan Volume 20 page 415.
22. Easements, Notes, Conditions and Building Set-Back Lines as shown on Survey made by Momenee and Associates, Inc. in Plan Volume 28 page 91.

23. Easements, Notes, Conditions and Building Set-Back Lines as shown on Survey made by Momenee & Associates, Inc. Civil Engineers and Land Surveyors in Plan Volume 38 page 20.
24. Declaration of Easements in Record Book 5585 page 253.
25. Declaration of Ardrossan Farms, a Planned Community in Record Book 5585 page 276, and any and all Supplements thereto, up to and including the Supplemental Declaration No. 8 in Record Book 6263 page 1958.
26. Easement Agreement (Access and Utility) in Record Book 5620 page 1190.
27. Easement Agreement (Stormwater) in Record Book 5620 page 1223.
28. Easement Agreement (Sanitary Sewer) in Record Book 5620 page 1252.
29. Notice of Posting of Financial Security as in Record Book 6142 page 983.
30. Notice of Posting of Financial Security as in Record Book 6263 page 1981.
31. Easements, Notes, Conditions and Building Set-Back Lines as shown on Plan prepared by Momenee and Associates, Inc. in Plan Volume 281 page 20.
32. Easements, Notes, Conditions and Building Set-Back Lines as shown on Plan prepared by Momenee, Inc. in Plan Volume 42 page 360, including, but not limited to, the following:
  - (a) 20 feet wide Sanitary Sewer Easement.
33. Maintenance Charges, Assessments, Association Fees and Related Expenses as imposed by Declaration of Ardrossan Farms, a Planned Community in Record Book 5585 page 276, as Supplemented, due from: \_\_\_\_\_.

STEWART TITLE GUARANTY COMPANY  
900 WEST VALLEY ROAD, SUITE 1302  
WAYNE, PA 19087  
(610) 687-0400

DATE: 8/3/19

TO: CHRISTOPHER MARR AND KATHLEEN MARR  
43 HARRISON DR  
NEWTOWN SQUARE, PA 19073

RE: FILE NO. 19025

ENCLOSED, PLEASE FIND THE FOLLOWING WITH RESPECT TO THE ABOVE REFERENCED MATTER:

- ( XX ) RECORDED DEED
- ( ) RECORDED MORTGAGE
- ( ) RECORDED ASSIGNMENT
- ( XX ) TITLE POLICY

PLEASE KEEP ABOVE DOCUMENT(S) IN A SAFE PLACE FOR YOUR RECORDS. IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT OUR OFFICE.

THANK YOU FOR CHOOSING STEWART TITLE GUARANTY COMPANY.

SINCERELY,

POLICY DEPARTMENT

encl.

STEWART TITLE GUARANTY COMPANY



STEWART TITLE GUARANTY COMPANY  
900 WEST VALLEY ROAD, SUITE 1302  
WAYNE, PA 19087  
(610) 687-0400

DATE: MAY 19, 2020

TO: CHRISTOPHER MARR AND KATHLEEN MARR  
43 HARRISON DRIVE  
NEWTOWN SQUARE, PA 19073

RE: FILE NO. 19026MARR B35

ENCLOSED, PLEASE FIND THE FOLLOWING WITH RESPECT TO THE ABOVE REFERENCED MATTER:

- (XX) RECORDED DEED
- ( ) RECORDED MORTGAGE
- ( ) RECORDED ASSIGNMENT
- (XX) TITLE POLICY

PLEASE KEEP ABOVE DOCUMENT(S) IN A SAFE PLACE FOR YOUR RECORDS. IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT OUR OFFICE.

THANK YOU FOR CHOOSING STEWART TITLE GUARANTY COMPANY.

SINCERELY,

POLICY DEPARTMENT

encl.

STEWART TITLE GUARANTY COMPANY

SCHEDULE A

Order No.: 19026MARR B35

Policy Number: O-5430-94909

Date of Policy: 12/30/2019

Amount of Insurance: \$1,075,000.00

1. Name of Insured:

CHRISTOPHER MARR and KATHLEEN MARR, husband and wife.

2. The estate or interest in the land which is covered by this policy is FEE SIMPLE.

3. Title to the estate or interest in the land is vested in the Insured.

4. The land herein described is encumbered by the following mortgage or trust of deed, and assignments:

NONE

5. The land referred to in this policy is described as follows:

Lot 3-5 Tyler Ln, Ardrossan Farm III, Villanova, PA, 19085\*  
TOWNSHIP OF RADNOR  
COUNTY OF DELAWARE  
STATE OF PENNSYLVANIA

(\*Street Address for Identification Only)

## SCHEDULE B

Policy No.: O-5430-94909

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 the following:

1. Any defects, 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. Discrepancies or conflicts in boundary lines, easements, encroachments, or area content which a satisfactory survey would disclose.
3. Any lien, or right to a lien for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by public records.
4. Rights or claims of parties in possession or under agreements of sale not shown by public records.
5. Taxes or special assessments which are not shown on the public record.
6. Possible additional tax assessments for new construction and or major improvements.
7. Any reservation, restriction, limitations, conditions or agreements set forth in the instrument by which title is vested in the insured.
8. Excepting and reserving that portion of the premises lying in and along the roadbed(s); subject to public and private rights thereon.
9. Company assumes no liability for the possible designation of the premises insured hereunder as a Wetlands Area by any governmental agency.
10. Subject to any line rights of way including electric line, telephone line, cable line, water and sewer line rights of way in use and existing in, on, or under the ground and all rights in relation thereto.
11. Amount and computation of area or acreage is not insured.
12. Any lease, grant, exception or reservation of oil or gas rights, storage rights, or minerals or mineral rights appearing in the Public Records.
13. Stream of water flows through premises; rights of others therein.
14. Terms of Trust created under Deed of Trust from Robert L. Montgomery et ux dated June 4, 1912 and recorded in Deed Book 347 page 233, and Supplemental Indentures thereto recorded in Deed Books 708 page 366 and 1153 page 75.
15. Rights granted to public utility companies as in Deed Books 824 page 452; 1249 page 426; 1761 page 331; and 2269 page 968; and Volume 1889 page 1793.
16. Rights and Obligations as to use and maintenance of driveway set forth in Deed Book 1016 page 478.
17. Rights granted to Radnor Township Municipal Authority as in Deed Book 1920 page 92.
18. Deed of Easement to Commonwealth of Pennsylvania Department of Highways as in Deed Book 2233 page 677.

STEWART TITLE GUARANTY COMPANY

19. Easement Agreement (leach field) as in Record Book 2002 page 1086.
20. Grant of Easement and Declaration of Restrictive Covenants (Brandywine Conservancy) in Record Book 3600 page 579. (Appurtenance)
21. Easements, Notes, Conditions and Building Set-Back Lines as shown on Survey made by Momenee and Associates in Plan Volume 20 page 415.
22. Easements, Notes, Conditions and Building Set-Back Lines as shown on Survey made by Momenee and Associates, Inc. in Plan Volume 28 page 91.
23. Easements, Notes, Conditions and Building Set-Back Lines as shown on Survey made by Momenee & Associates, Inc. Civil Engineers and Land Surveyors in Plan Volume 38 page 20.
24. Declaration of Easements in Record Book 5585 page 253.
25. Declaration of Ardrossan Farms, a Planned Community in Record Book 5585 page 276, and any and all Supplements thereto, up to and including the Supplemental Declaration No. 8 in Record Book 6263 page 1958.
26. Easement Agreement (Access and Utility) in Record Book 5620 page 1190.
27. Easement Agreement (Stormwater) in Record Book 5620 page 1223.
28. Easement Agreement (Sanitary Sewer) in Record Book 5620 page 1252.
29. Notice of Posting of Financial Security as in Record Book 6142 page 983.
30. Notice of Posting of Financial Security as in Record Book 6263 page 1981.
31. Stormwater Management Facilities Construction Maintenance, and Indemnification Agreement for Lot 3-5 only recorded in Record Book \_\_\_\_\_ page \_\_\_\_\_.
32. Easements, Notes, Conditions and Building Set-Back Lines as shown on Plan prepared by Momenee and Associates, Inc. in Plan Volume 281 page 20.
33. Easements, Notes, Conditions and Building Set-Back Lines as shown on Plan prepared by Momenee, Inc. in Plan Volume 42 page 360, including, but not limited to, the following:
  - (a) 20 feet wide Sanitary Sewer Easement.
34. Maintenance Charges, Assessments, Association Fees and Related Expenses as imposed by Declaration of Ardrossan Farms, a Planned Community in Record Book 5585 page 276, as Supplemented, due from: \_\_\_\_\_.
35. Right of Way in Record Book 6387 page 305.

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions.

Visit our World-Wide Web site at <http://www.stewart.com>

ALTA Owner's Policy (6-17-06) as modified by TIRBOP (4-1-07)

**OWNER'S POLICY OF TITLE INSURANCE  
ISSUED BY**



**Any notice of claim and any other notice or statement in writing required to be given 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, STEWART TITLE GUARANTY COMPANY, a Texas 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:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. 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:
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) 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.
6. 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.
7. 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.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Authorized Signature

**stewart**  
title guaranty company

**Matt Morris**  
President and CEO

Stewart Title Guaranty Company  
900 West Valley Road  
Suite 400  
Wayne, PA 19087



**Denise Carraux**  
Secretary

## COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) 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
  - (b) 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
- (i) to be timely, or
  - (ii) 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.

## 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:

1. (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.
4. 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;
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned 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": Records 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

## CONDITIONS (Continued)

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.

(a) 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

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:
- the Amount of Insurance; or
  - 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,
- the Amount of Insurance shall be increased by 10%, and
  - 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.
- (c) 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.

**9. LIMITATION OF LIABILITY.**

- 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 OF LIABILITY.**

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.

**11. 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.

**12. 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.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.**

- 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.

**17. ARBITRATION.**

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.**

- 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 laws 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 the Company under this Policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.



STEWART TITLE GUARANTY COMPANY  
900 WEST VALLEY ROAD, SUITE 1302  
WAYNE, PA 19087  
(610) 687-0400

DATE: MAY 19, 2020

TO: CHRISTOPHER MARR AND KATHLEEN MARR  
43 HARRISON DRIVE  
NEWTOWN SQUARE, PA 19073

RE: FILE NO. 19026MARR B35

ENCLOSED, PLEASE FIND THE FOLLOWING WITH RESPECT TO THE ABOVE REFERENCED MATTER:

(XX) RECORDED DEED

( ) RECORDED MORTGAGE

( ) RECORDED ASSIGNMENT

(XX) TITLE POLICY

PLEASE KEEP ABOVE DOCUMENT(S) IN A SAFE PLACE FOR YOUR RECORDS. IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT OUR OFFICE.

THANK YOU FOR CHOOSING STEWART TITLE GUARANTY COMPANY.

SINCERELY,

POLICY DEPARTMENT

encl.

STEWART TITLE GUARANTY COMPANY

SCHEDULE A

Order No.: 19026MARR B35

Policy Number: O-5430-94909

Date of Policy: 12/30/2019

Amount of Insurance: \$1,075,000.00

1. Name of Insured:

CHRISTOPHER MARR and KATHLEEN MARR, husband and wife.

2. The estate or interest in the land which is covered by this policy is FEE SIMPLE.

3. Title to the estate or interest in the land is vested in the Insured.

4. The land herein described is encumbered by the following mortgage or trust of deed, and assignments:

NONE

5. The land referred to in this policy is described as follows:

Lot 3-5 Tyler Ln, Ardrossan Farm III, Villanova, PA, 19085\*  
TOWNSHIP OF RADNOR  
COUNTY OF DELAWARE  
STATE OF PENNSYLVANIA

(\*Street Address for Identification Only)

## SCHEDULE B

Policy No.: O-5430-94909

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 the following:

1. Any defects, 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. Discrepancies or conflicts in boundary lines, easements, encroachments, or area content which a satisfactory survey would disclose.
3. Any lien, or right to a lien for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by public records.
4. Rights or claims of parties in possession or under agreements of sale not shown by public records.
5. Taxes or special assessments which are not shown on the public record.
6. Possible additional tax assessments for new construction and or major improvements.
7. Any reservation, restriction, limitations, conditions or agreements set forth in the instrument by which title is vested in the insured.
8. Excepting and reserving that portion of the premises lying in and along the roadbed(s); subject to public and private rights thereon.
9. Company assumes no liability for the possible designation of the premises insured hereunder as a Wetlands Area by any governmental agency.
10. Subject to any line rights of way including electric line, telephone line, cable line, water and sewer line rights of way in use and existing in, on, or under the ground and all rights in relation thereto.
11. Amount and computation of area or acreage is not insured.
12. Any lease, grant, exception or reservation of oil or gas rights, storage rights, or minerals or mineral rights appearing in the Public Records.
13. Stream of water flows through premises; rights of others therein.
14. Terms of Trust created under Deed of Trust from Robert L. Montgomery et ux dated June 4, 1912 and recorded in Deed Book 347 page 233, and Supplemental Indentures thereto recorded in Deed Books 708 page 366 and 1153 page 75.
15. Rights granted to public utility companies as in Deed Books 824 page 452; 1249 page 426; 1761 page 331; and 2269 page 968; and Volume 1889 page 1793.
16. Rights and Obligations as to use and maintenance of driveway set forth in Deed Book 1016 page 478.
17. Rights granted to Radnor Township Municipal Authority as in Deed Book 1920 page 92.
18. Deed of Easement to Commonwealth of Pennsylvania Department of Highways as in Deed Book 2233 page 677.

STEWART TITLE GUARANTY COMPANY

19. Easement Agreement (leach field) as in Record Book 2002 page 1086.
20. Grant of Easement and Declaration of Restrictive Covenants (Brandywine Conservancy) in Record Book 3600 page 579. (Appurtenance)
21. Easements, Notes, Conditions and Building Set-Back Lines as shown on Survey made by Momenee and Associates in Plan Volume 20 page 415.
22. Easements, Notes, Conditions and Building Set-Back Lines as shown on Survey made by Momenee and Associates, Inc. in Plan Volume 28 page 91.
23. Easements, Notes, Conditions and Building Set-Back Lines as shown on Survey made by Momenee & Associates, Inc. Civil Engineers and Land Surveyors in Plan Volume 38 page 20.
24. Declaration of Easements in Record Book 5585 page 253.
25. Declaration of Ardrossan Farms, a Planned Community in Record Book 5585 page 276, and any and all Supplements thereto, up to and including the Supplemental Declaration No. 8 in Record Book 6263 page 1958.
26. Easement Agreement (Access and Utility) in Record Book 5620 page 1190.
27. Easement Agreement (Stormwater) in Record Book 5620 page 1223.
28. Easement Agreement (Sanitary Sewer) in Record Book 5620 page 1252.
29. Notice of Posting of Financial Security as in Record Book 6142 page 983.
30. Notice of Posting of Financial Security as in Record Book 6263 page 1981.
31. Stormwater Management Facilities Construction Maintenance, and Indemnification Agreement for Lot 3-5 only recorded in Record Book \_\_\_\_\_ page \_\_\_\_\_.
32. Easements, Notes, Conditions and Building Set-Back Lines as shown on Plan prepared by Momenee and Associates, Inc. in Plan Volume 281 page 20.
33. Easements, Notes, Conditions and Building Set-Back Lines as shown on Plan prepared by Momenee, Inc. in Plan Volume 42 page 360, including, but not limited to, the following:
  - (a) 20 feet wide Sanitary Sewer Easement.
34. Maintenance Charges, Assessments, Association Fees and Related Expenses as imposed by Declaration of Ardrossan Farms, a Planned Community in Record Book 5585 page 276, as Supplemented, due from: \_\_\_\_\_.
35. Right of Way in Record Book 6387 page 305.

ALTA Owner's Policy (6-17-06) as modified by TIRBOP (4-1-07)

**OWNER'S POLICY OF TITLE INSURANCE  
ISSUED BY**



**Any notice of claim and any other notice or statement in writing required to be given 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, STEWART TITLE GUARANTY COMPANY, a Texas 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:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. 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:
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) 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.
6. 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.
7. 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.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Authorized Signature

**stewart**  
title guaranty company

**Matt Morris**  
President and CEO

Stewart Title Guaranty Company  
900 West Valley Road  
Suite 400  
Wayne, PA 19087



**Denise Carraux**  
Secretary

## COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) 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
  - (b) 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
- (i) to be timely, or
  - (ii) 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.

## 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:

1. (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.
4. 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;
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned 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": Records 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

## CONDITIONS (Continued)

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.

(a) 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

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:
- the Amount of Insurance; or
  - 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,
- the Amount of Insurance shall be increased by 10%, and
  - 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.
- (c) 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.

**9. 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.
- (b) 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.
- (c) 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 OF LIABILITY.**

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.

**11. 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.

**12. 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.

**13. 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.

- (b) 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.

**14. ARBITRATION.**

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.
- (b) 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.
- (c) 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.
- (d) 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.**

- (a) 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 laws principles to determine the applicable law.

- (b) 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 the Company under this Policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.





*Radnor Township  
Engineering  
307 Iven Avenue  
Wayne PA 19087-5297*

Name and Address of Sender

USPS Tracking/Article Number

Check type of mail or service

- Adult Signature Required
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery (COD)
- Insured Mail
- Priority Mail
- Priority Mail Express
- Registered Mail
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

Addressee (Name, Street, City, State, & ZIP Code™)

MERRIMAN RICHARDSON T  
402 INVERARY RD  
VILLANOVA, PA 19085


Affix Stamp  
(for additional  
Postmark with)



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U.S. POSTAGE PAID  
VILLANOVA, PA  
DEC 10 20  
AMOUNT  
**\$7.31**  
R2304H10771-97

Mail

1.	2.	3.	4.	5.	6.	7.	8.	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	Additional Services						
													ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
<p>Handling Charge - if Registered and over \$50,000 in value</p> 													<p>Adult Signature Required</p> <p>Adult Signature Restricted Delivery</p> <p>Restricted Delivery</p> <p>Return Receipt</p> <p>Signature Confirmation</p> <p>Signature Confirmation Restricted Delivery</p> <p>Special Handling</p>						

Total Number of Pieces Listed by Sender: 1

Total Number of Pieces Received at Post Office: 1

Postmaster, Per (Name of receiving employee)

Complete in Ink

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Firm Mailing Book For Accountable Mail

Radnor Township  
Engineering  
301 Iven Avenue  
Wayne PA 19087-5297

Name and Address of Sender	Check type of mail or service	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
		Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1. ARDROSSAN INVEST PAR NRA 10 LP 107 TWADDELL MILL RD WILMINGTON, DE 19807	<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail	<input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery												
2. SCHREDER STEPHEN AND MARIA 175 MATSONFORD ROAD RADNOR, PA 19087														
3. ARDROSSAN INVEST PART NRA LP13 107 TWADDELL MILL RD WILMINGTON, DE 19807														
4. MARTIN JAMES & KIM 122 MILLBROOK LA MEDIA, PA 19063														
5. MCKERMAN WILLIAM T & CYNTHIA D 310 TRILLIUM LANE WAYNE, PA 19087														
6. GOLDSTEIN DARA TYE 731 NEWTOWN RD VILLANOVA, PA 19085														
7. SNYDER JOHN AVERY 452 INVERARY VILLANOVA, PA 19085														
8. TRITTON CHRISTINA 404 IVERARAY RD VILLANOVA, PA 19085														
Total Number of Pieces Listed by Sender: 8	Total Number of Pieces Received at Post Office: 8	Postmaster: Per Name of receiving employee)												



Handling Charge - if Registered and over \$50.00 in value

Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

Return Receipt

Signature Confirmation

Signature Confirmation Restricted Delivery

Special Handling





Firm Mailing Book For Accountable Mail

*Radnor Township  
Engineering  
301 Iven Avenue  
Wayne PA 19087-5297*

Name and Address of Sender	Check type of mail or service	Affix Stamp Here <i>(for additional copies of this receipt, Postmark with Date of Receipt.)</i>											
		Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1. PHILLIPS STEPHANIE M 254 COUNTRY RD BERWYN, PA 19312	<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery												
2. MARTIN JAMES & KIM 122 MILLBROOK LA MEDIA, PA 19063													
3. QUIGLEY ROBERT & DEBBIE 814 CONSHOCKEN STATE RD GLADWYNE, PA 19035													
4. NORTH AMERICAN LAND TRUST P O BOX 467 CHADDS FORD, PA 19317													
5. ESIII LP 107 TWADDELL MILL RD WILMINGTON, DE 19807													
6. BRENNAN CLARENCE KANE & JANINE 565 HUSTON RD RADNOR, PA 19087													
7. MCKERMAN WILLIAM T & CYNTHIA D 310 TRILLIUM LANE WAYNE, PA 19087													
8. MARTIN JAMES & KIM 122 MILLBROOK LA MEDIA, PA 19063													
Total Number of Pieces Listed by Sender: <b>8</b> Total Number of Pieces Received at Post Office: <b>8</b> Postmaster, <i>PEA</i> (Name of receiving employee)													

Handling Charge - if Registered and over \$50,000 in value

Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

Return Receipt

Signature Confirmation

Signature Confirmation Restricted Delivery

Special Handling



Firm Mailing Book For Accountable Mail

Name and Address of Sender  
Radtner Township  
Engineering  
309 Iven Avenue  
Wayne, PA 19087-5297

Check type of mail or service

Adult Signature Required  Priority Mail Express

Adult Signature Restricted Delivery  Registered Mail

Certified Mail  Return Receipt for Merchandise

Certified Mail Restricted Delivery  Signature Confirmation

Collect on Delivery (COD)  Signature Confirmation Restricted Delivery

Insured Mail  Signature Confirmation Restricted Delivery

Priority Mail

Affix Stamp  
(for additional Postmark w/)



U.S. POSTAGE PAID  
VILLANOVA, PA  
19085  
DEC 10 20  
AMOUNT  
**\$17.20**  
R2304H107771-97

USPS Tracking/Article Number

Postage (Extra Service) Fee

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1.	2.	3.	4.	5.	6.	7.	8.	Postage (Extra Service) Fee	
								Postage	Fee
BAKER HAROLD 725 NEWTOWN RD VILLANOVA, PA 19085	ZABRANSKY VACLAV P & ANNA P 742 NEWTON ROAD VILLANOVA, PA 19085	LARIJANI MOHAMMAD & ELIZABETH A 736 NEWTOWN RD VILLANOVA, PA 19085	KOFFLER JONATHAN 720 NEWTOWN RD VILLANOVA, PA 19085	MCMAMARA WILLIAM B 719 NEWTOWN ROAD VILLANOVA, PA 19085	VETTERLEIN CHARLES & KAIDAN SHERRY ANN 101 TINDALL LA VILLANOVA, PA 19085	SMYTH MICHAEL & CARLA 115 USHER LA NORTH WALES, PA 19454	MONTGOMERY R ALEXANDER c/o MELLON BANK TRUST P O BOX 7899 PHILADELPHIA, PA 19101		
									Handling Charge - if Registered and over \$50,000 in value



Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

Return Receipt

Signature Confirmation

Signature Confirmation Restricted Delivery

Special Handling

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

PS Form 3877, January 2017 (Page 1 of 2)

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Engineering  
301 Ven Avenue  
Wayne, PA 19087-5297*

Name and Address of Sender	Check type of mail or service	Affix Stamp Here <i>(for additional copies of this receipt). Postmark with Date of Receipt.</i>											
		Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1. <b>USPS Tracking/Article Number</b> LOVETT, JAMES W 280 ABRAHAMMS LA VILLANOVA, PA 19085	<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery												
2. LESKO GLENN & CHRISTINE 276 ABRAHAMMS LN VILLANOVA, PA 19085													
3. KUYAEV ROMAN & IRINA 272 ABRAHAMMS LA VILLANOVA, PA 19085													
4. HUMANN KERSTIN E & FRANCIS J 265 ABRAHAMMS LA VILLANOVA, PA 19085													
5. ECKER AMIR L & MARIA T 10 WOODDED LN MEDIA, PA 19063													
6. SEMERJIAN GEORGE 2215 HORSESHOE TRAIL CHESTER SPRINGS, PA 19425													
7. MCDEVITT WADE L & WENDY 255 ABRAHAMMS LA VILLANOVA, PA 19085													
8. HARRINGTON C D JR 757 NEWTOWN RD VILLANOVA, PA 19085													
Total Number of Pieces Listed by Sender: <b>8</b>	Total Number of Pieces Received at Post Office: <b>8</b>	Postmaster, Pkg. (Name of Receiving Employee): <i>EF</i>											

Handling Charge - if Registered and over \$50,000 in value

Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

Return Receipt

Signature Confirmation

Signature Confirmation Restricted Delivery

Special Handling

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Name and Address of Sender  
 Radnor Township  
 Engineering  
 301 Men Avenue  
 Wayne, PA 19087-5297

Check type of mail or service

Adult Signature Required  Priority Mail Express

Adult Signature Restricted Delivery  Registered Mail

Certified Mail  Return Receipt for Merchandise

Certified Mail Restricted Delivery  Signature Confirmation

Collect on Delivery (COD)  Signature Confirmation Restricted Delivery

Insured Mail

Priority Mail

Affix Stamp Here  
 (for additional copies of this receipt).  
 Postmark with Date of Receipt.

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	FREEDMAN LARRY A & DANSONE DIANE J 638 MALIN RD NEWTOWN SQUARE, PA 19073												
2.	OSMAN DOUGLAS F & DAWN S 641 MALIN RD NEWTOWN SQ, PA 19073												
3.	SACKS, STEPHEN E 650 MALIN RD NEWTOWN SQ, PA 19073												
4.	HASTINGS DAVID C 654 MALIN RD NEWTOWN SQUARE, PA 19073												
5.	UNDERKULLEK KANDALL I & ANDREA G 647 MALIN RD NEWTOWN SQUARE, PA 19073												
6.	ANLIK DEWITT HOBART & MEREDITH WALKER 658 MALIN ROAD NEWTOWN SQ, PA 19073												
7.	CHINTHAKUNTLA PRAVEEN & TIRUMALA VAISHNAVI 655 MALIN RD NEWTOWN SQUARE, PA 19073												
8.	PARK DUNALD JOHN 662 MALIN RD NEWTOWN SQUARE, PA 19073												

Handling Charge - if Registered and over \$50,000 in value



Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

Postmaster, Per (Name of receiving employee)





*Radnor Township  
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Name and Address of Sender	Check type of mail or service	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
		Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
USPS Tracking/Article Number	Addresssee (Name, Street, City, State, & ZIP Code™)													

1.	SULLIVAN JAMES J & CATHERINE P TR 650 SAW MILL RD NEWTOWN SQ, PA 19073	<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail	<input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery																
2.	SUMMIT HILL DEVELOPMENT LLC 319 E CONESTOGA RD WAYNE, PA 19087																		
3.	LYONS THOMAS L 1 EARLS LA NEWTOWN SQUARE, PA 19073																		
4.	HECKMAN IHOMAS S & MARY JO ASHENFELTER 1 1/2 EARLES LA NEWTOWN SQ, PA 19073																		
5.	YOUNG JEREA & CONSTANCE W 646 MALIN RD NEWTOWN SQUARE, PA 19073																		
6.	RAFFERTY MICHAEL & JULIA 640 MALIN RD NEWTOWN SQUARE, PA 19073																		
7.	SLACK ANNA L & KIRBY H 2 EARLES LA NEWTOWN SQ, PA 19073																		
8.	LKOUP KUBERI S 646 LAKEVIEW CIR NEWTOWN SQ, PA 19073																		

Handling Charge - if Registered and over \$50,000 in value



Adult Signature Required  
Adult Signature Restricted Delivery  
Restricted Delivery  
Return Receipt  
Signature Confirmation  
Signature Confirmation Restricted Delivery  
Special Handling



Firm Mailing Book For Accountable Mail

Name and Address of Sender  
 Radnor Township  
 Engineering  
 301 Ven Avenue  
 Wayne, PA 19087-5297

Check type of mail or service

<input type="checkbox"/> Adult Signature Required	<input type="checkbox"/> Priority Mail Express
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Collect on Delivery (COD)	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Priority Mail	

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Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
	Handling Charge - if Registered and over \$50,000 in value										



USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	CER CONCORD SCOTT LLC c/o TYLER T/a TRESS FI 0135 P O BOX 40062 TAX UNIT JACKSONVILLE, FL 322310062 ARDROSSAN ESTATES TRUST W/MELLON BANK P O BOX 265 VILLANOVA, PA 19085 MONTGOMERY R ALEXANDER c/o MELLON BANK TRUST C/O R UNGER PO BOX 7899 PHILADELPHIA, PA 19101 MONTGOMERY R ALEXANDER PO BOX 40062 ATT JOA GUTHRIE JACKSONVILLE, FL 32202 SNYDER MARTIN AVEKY & ANN C 745 NEWTOWN RD VILLANOVA, PA 19085												
2.	CROW MARTHA 776 NEWTOWN ROAD VILLANOVA, PA 19085												
3.	PETTIT DONALD K & COOKE SUZANNE A 1275 FARM RD BERWYN, PA 19312 WALTER WILLIAM G & MARY ANN 794 NEWTOWN RD VILLANOVA, PA 19085												
4.													
5.													
6.													
7.													
8.													

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

Postmaster: [Signature]

PS Form 3877, January 2017 (Page 1 of 2)

Complete in Ink

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Wayne, PA 19087-5297

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Adult Signature Restricted Delivery       Registered Mail

Certified Mail       Return Receipt for Merchandise

Certified Mail Restricted Delivery       Signature Confirmation

Collect on Delivery (COD)       Signature Confirmation Restricted Delivery

Insured Mail

Priority Mail

Postage (Extra Service) Fee



U.S. POSTAGE PAID  
VILLANOVA, PA  
19085  
DEC 10 20  
AMOUNT  
\$17.20  
R2304H10771-97

USPS Tracking/Article Number

Addressee (Name, Street, City, State, & ZIP Code™)

Postage (Extra Service) Fee

Handling Charge

Actual Value if Registered

Value

Service COD

1.	2.	3.	4.	5.	6.	7.	8.	Postmaster's Pay (Name of receiving employee)	Postage (Extra Service) Fee	Handling Charge	Actual Value if Registered	Value	Service COD	Adult Signature Required	Adult Signature Restricted Delivery	Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery	Special Handling
KING ROBERT W 667 MALIN RD NEWTOWN SQUARE, PA 19073	REYNOLDS JAMES C & C LYNN 664 MALIN RD NEWTOWN SQ, PA 19073	WANKIN ERIC R & GULLSTEIN LISA I 670 MALIN RD NEWTOWN SQ, PA 19073	HOX JOSEPH L & CHRISTINA O 820 LAWRENCE LN NEWTOWN SQ, PA 19073	MULLEN JEFFREY & SUZANNE 681 DARBY PAOLI RD VILLANOVA, PA 19085	HANAMIRIAN MARK & DOROTHY 768 NEWTON RD VILLANOVA, PA 19085	LARSEN KIRK H 770 NEWTOWN RD VILLANOVA, PA 19085	CIVITELLA M & BARBARA 764 NEWTOWN ROAD VILLANOVA, PA 19085													

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Total Number of Pieces Received at Post Office

PS Form 3877, January 2017 (Page 1 of 2)

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Engineering  
301 Iven Avenue  
Wayne, PA 19087-5297

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USPS Tracking/Article Number		Addressee (Name, Street, City, State, & ZIP Code™)		Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.		CLARKE JAMES J & MARGARET Z 760 NEWTOWN RD VILLANOVA, PA 19085	<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail	<input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery												
2.		DAVIES NIGEL 754 NEWTOWN RD VILLANOVA, PA 19085														
3.		BURKHART CHARLES & PATRICIA 819 CHURCH RD WAYNE, PA 19087														
4.		SHANAHAN KEVEN P & JULIEANN G 810 NEWTOWN RD VILLANOVA, PA 19085														
5.		AITKEN BRADLEY SCOTT & MICHELLE LYNN 820 NEWTOWN RD VILLANOVA, PA 19085														
6.		VEALE TINKHAM III & LOIS B 902 NEWTOWN RD VILLANOVA, PA 19085														
7.		MARUCCI GEORGE E JR & BOGLE MARUCCI SANDRA 904 NEWTOWN RD VILLANOVA, PA 19085														
8.		BEGG EDWARD A & MELISSA A 461 DARBY PAOLI RD VILLANOVA, PA 19085														
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of Receiving employee)												
8		8		Complete in Ink												



Handling Charge - if Registered and over \$50,000 in value





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Wayne, PA 190875297*

Name and Address of Sender	USPS Tracking/Article Number	Check type of mail or service	Affix Stamp Here <i>(for additional copies of this receipt, Postmark with Date of Receipt.)</i>																		
			Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee						
1. DOLENTE JAMES J & BARBARA J 4 DOVECOLE LA MALVERN, PA 19355		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery																			
2. CASONA LLC 24 N BRYN MAWR AVE - BOX 293 BRYN MAWR, PA 19010		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery																			
3. FLICK LAWRENCE F IV 308 JULIP RUN WAYNE, PA 19087		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery																			
4. THE POHLIG COMPANIES 274 LANCASTER AVE #100 MALVERN, PA 19085		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery																			
5. FINLEY STEPHEN C & CAROL M 120 KINGSTON RD MEDIA, PA 19063		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery																			
6. MCGINLEY EDWARD F III 741 NEWTOWN RD VILLANOVA, PA 19085		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery																			
7. VAN RODEN JOHN CROSBY III 749 NEWTOWN RD VILLANOVA, PA 19085		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery																			
8. KURER GERALL 761 NEWTOWN ROAD VILLANOVA, PA 19085		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery																			



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Rathor Township  
Engineering  
301 Iven Avenue  
Wayne, PA 19087-5297

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<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Collect on Delivery (COD)	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Priority Mail	

Addresssee (Name, Street, City, State, & ZIP Code™)

Postage (Extra Service) Fee

Handling Charge

Actual Value if Registered

Insured Value

Due Sender if COD

ASR Fee

ASRD Fee

RD Fee

RR Fee

SC Fee

SCRD Fee

SH Fee

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1.	REILLY HEATHER BLOCK & REILLY ROBERT Q 709 EAGLE RD WAYNE, PA 19087 HOFFMAN DAVID F P O BOX 458 VILLANOVA, PA 19085																			
2.	WAYNE, PA 19087 HOFFMAN DAVID F P O BOX 458 VILLANOVA, PA 19085																			
3.	BROOM COLIN & SYLVIA 22 SCOTT LA VILLANOVA, PA 19085																			
4.	ESIII LP 107 TWADDELL MILL RD WILMINGTON, DE 19807																			
5.	NORTH AMERICAN LAND TRUST P O BOX 467 CHADDS FORD, PA 19317																			
6.	MORSE PETER C 2000 BRUSH ST #440 DETROIT, MI 48226																			
7.	PHILLIPS STEPHANIE M 254 COUNTRY RD BERWYN, PA 19312																			
8.	CHAN EDWARD & SOOD SHOBAANA 113 BROOKE FARM RD ST DAVIDS, PA 19087																			



Total Number of Pieces Listed by Sender

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Postmaster, Per (Name of receiving employee)

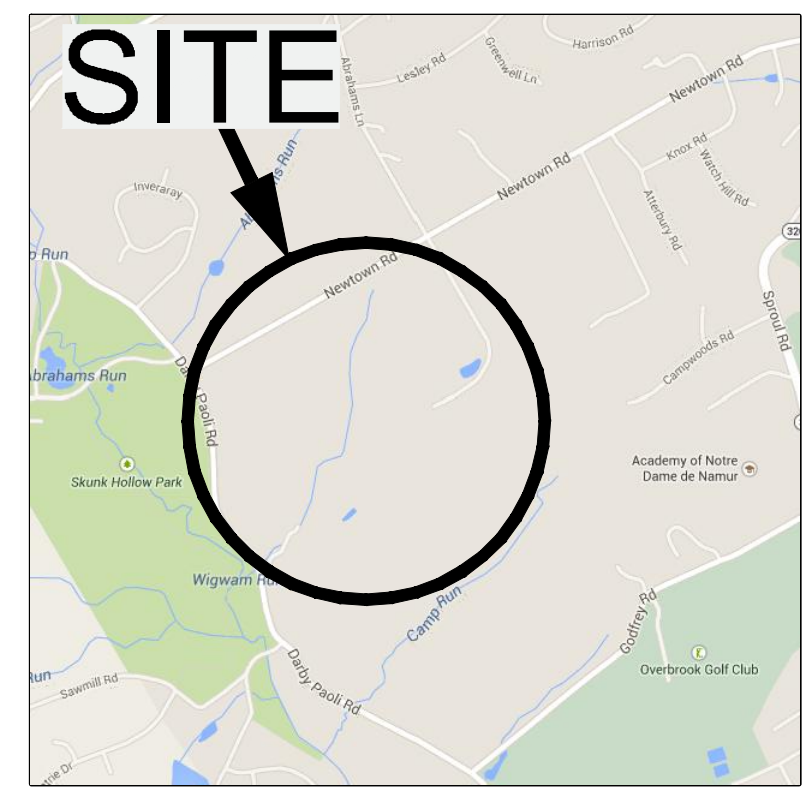






# LOTS 3-2, 3-3, 3-4, 3-5 & OS-8A LOT LINE CHANGE PLAN for THE ARDROSSAN FARM

RADNOR TOWNSHIP \* DELAWARE COUNTY \* PENNSYLVANIA



LOCATION MAP  
SCALE: 1" = 2,000'

5,085 TO BE TRANSFERRED FROM LOT 3-5 TO OS-8A

5,085 SF TO BE TRANSFERRED FROM LOT 3-4 TO LOT 3-5

5,085 SF TO BE TRANSFERRED FROM OS-8A TO LOT 3-4

### LOT 3-3

EXISTING LOT AREA  
92,781 SF  
PROPOSED AREA  
53,201 SF  
(1.221 AC)

### LOT 3-4

EXISTING LOT AREA  
50,000 SF  
PROPOSED AREA  
50,000 SF  
(1.148 AC)

### LOT 3-5

EXISTING LOT AREA  
50,000 SF  
PROPOSED AREA  
50,000 SF  
(1.148 AC)

### OS-8A

	GROSS AREA EXISTING	GROSS AREA PROPOSED
	464,928 SF (10.673 AC)	464,928 SF (10.673 AC)
	NET AREA EXISTING	NET AREA EXISTING
	420,710 SF (9.658 AC)	420,925 SF (9.663 AC)

### LOT 3-2

EXISTING LOT AREA  
55,875 SF  
PROPOSED AREA  
95,455 SF  
(2.191 AC)

39,580 SF TO BE TRANSFERRED FROM LOT 3-3 TO LOT 3-2

## OPEN SPACE 8-A AREA CALCULATION:

GROSS AREA TRANSFERRED FROM OS-8A TO LOT 3-4 5,085 SF  
GROSS AREA TRANSFERRED FROM LOT 3-5 TO OS-8A 5,085 SF

NET AREA TRANSFERRED FROM OS-8A TO LOT 3-4 4,685 SF  
NET AREA TRANSFERRED FROM LOT 3-5 TO OS-8A 4,900 SF  
NET NEW OPEN SPACE (+)215 SF

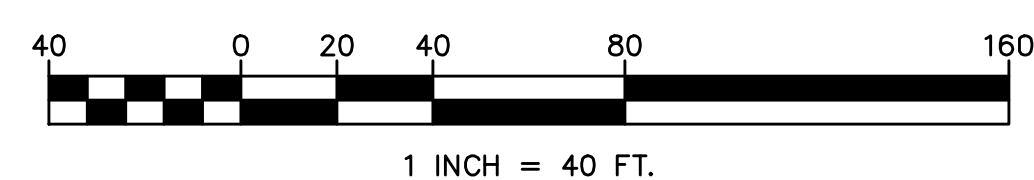
NET AREA EXCLUSIVE OF ROAD RIGHT-OF-WAY

### ZONING DISTRICT AC RESIDENTIAL DISTRICT

AREA:	2 AC
LOT WIDTH:	80' AT BSBL
BUILDING AREA:	15% MAX
FRONT YARD:	60 FT
SIDE YARD:	50 FT MIN, 40 FT NON-RESIDENTIAL BUILDINGS.
REAR YARD:	60 FT
NOTE: THIS SITE TO BE DEVELOPED UNDER DENSITY MODIFICATION REGULATIONS PERMITTED UNDER ARTICLE XIX OF THE RADNOR TOWNSHIP ZONING CODE.	
MINIMUM TRACT AREA:	20 AC
PERIMETER BUILDING SETBACK:	75 FT FROM RIGHT OF WAY 50 FT FROM ADJACENT PROPERTY 35 FT FROM OUTSIDE EDGE OF CURB
FRONT YARD:	25 FT
SIDE YARD:	50 FT
REAR YARD:	30 FT

### LINE/TYPE LEGEND

	PROPERTY LINE
	BUILDING SETBACK LINE
	RIGHT OF WAY LINE
	STORMWATER EASEMENT
	SANITARY EASEMENT
	DRIVEWAY EASEMENT
	OPEN SPACE



STATE OF PENNSYLVANIA  
COUNTY OF CHESTER SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED EDGAR SCOTT, III, WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGING MEMBER OF ES III - ARDROSSAN, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF ES III, LP, A PENNSYLVANIA LIMITED PARTNERSHIP, THAT HE AS SUCH OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE COMPANY BY HIMSELF AS SUCH OFFICER, ES III LP IS THE OWNER OF LOTS OS-8A AND OS-12, THE PROPERTY SHOWN ON THIS PLAN, AND THE SUBDIVISION PLAN THEREOF WAS MADE AT HIS DIRECTION AND THAT HE ACKNOWLEDGES THE SAME TO BE HIS ACT AND PLAN AND DESIRES THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW

WITNESS MY HAND AND SEAL THE DAY AND DATE ABOVE WRITTEN.

(SIGNATURE)

NOTARY PUBLIC OR OTHER OFFICER

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED CHRISTOPHER MARR, WHO ACKNOWLEDGED HIMSELF TO BE THE OWNER OF LOTS 3-2 AND 3-3 OF THE PROPERTY SHOWN ON THIS PLAN AND THE SUBDIVISION PLAN THEREOF WAS MADE AT HIS DIRECTION AND THAT HE ACKNOWLEDGES THE SAME TO BE HIS ACT AND PLAN AND DESIRES THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW.

WITNESS MY HAND AND SEAL THE DAY AND DATE ABOVE WRITTEN.

(SIGNATURE)

NOTARY PUBLIC OR OTHER OFFICER

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED KATHLEEN MARR, WHO ACKNOWLEDGED HERSELF TO BE THE OWNER OF LOTS 3-2 AND 3-3 OF THE PROPERTY SHOWN ON THIS PLAN AND THE SUBDIVISION PLAN THEREOF WAS MADE AT HER DIRECTION AND THAT SHE ACKNOWLEDGES THE SAME TO BE HER ACT AND PLAN AND DESIRES THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW.

WITNESS MY HAND AND SEAL THE DAY AND DATE ABOVE WRITTEN.

(SIGNATURE)

NOTARY PUBLIC OR OTHER OFFICER

MY COMMISSION EXPIRES: \_\_\_\_\_

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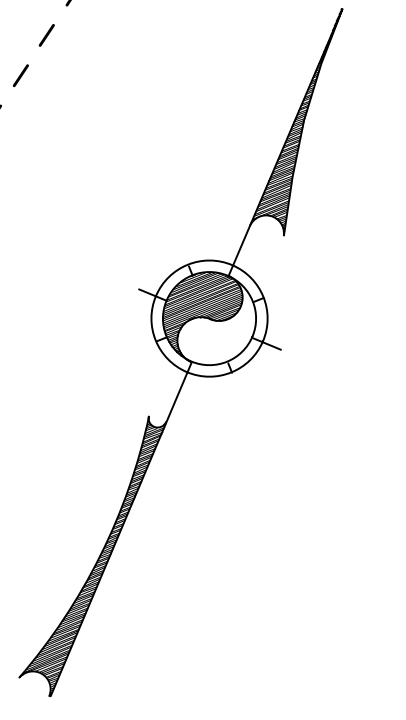
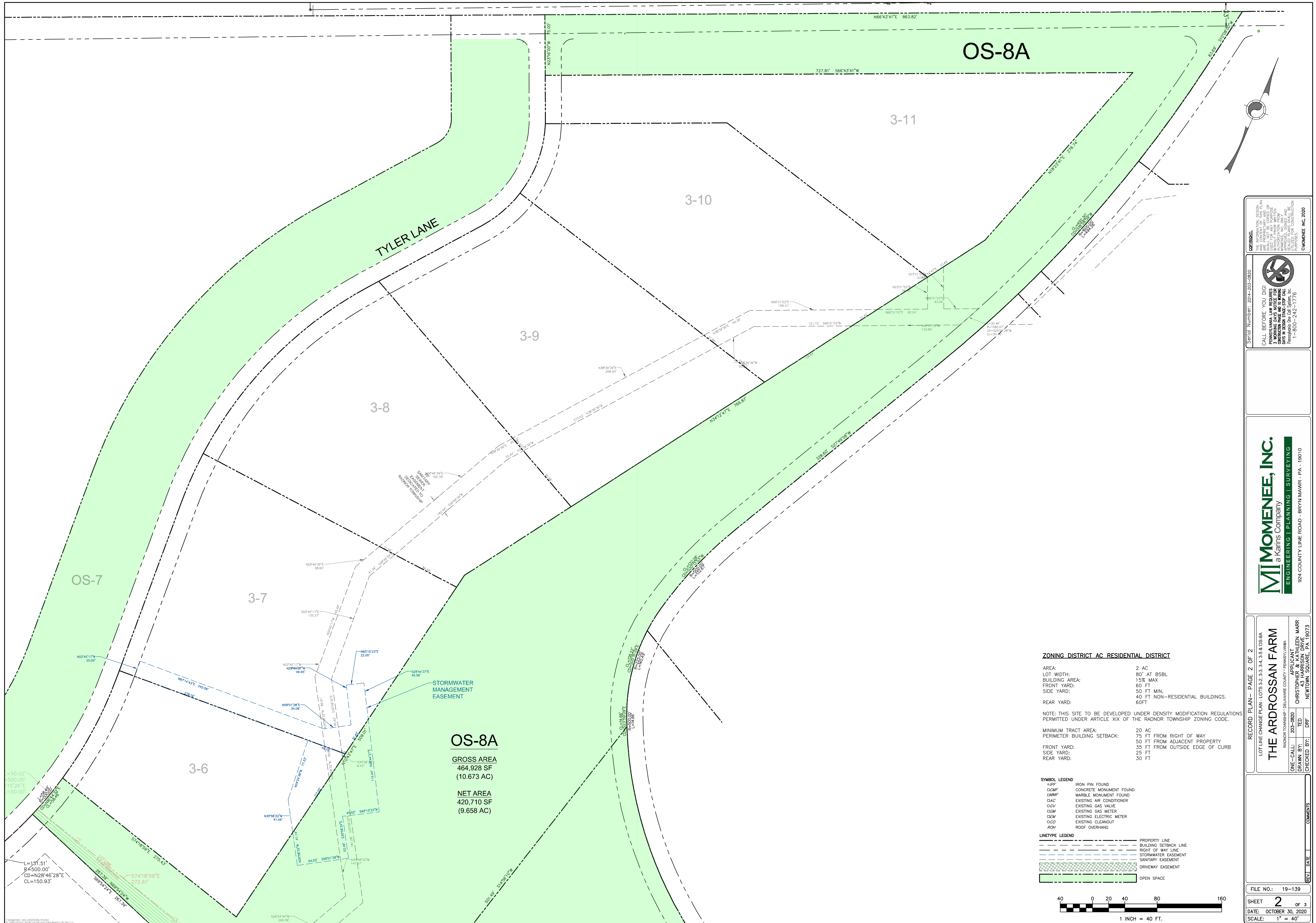
SPRING NUMBER: 2019-203-0820  
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3 WORKING DAYS NOTICE FOR  
UTILITY LOCATIONS.  
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FOR MORE INFORMATION.  
1-800-242-1776

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a Kohns Company  
ENGINEERING | PLANNING | SURVEYING  
924 COUNTY LINE ROAD - BRYN MAWR - PA - 19010

RECORD PLAN - PAGE 1 OF 2  
LOT LINE CHANGE PLAN - LOTS 3-2, 3-3, 3-4, 3-5 & OS-8A  
**THE ARDROSSAN FARM**  
RADNOR TOWNSHIP - DELAWARE COUNTY - PENNSYLVANIA  
APPLICANT:  
CHRISTOPHER & KATHLEEN MARR  
43 HARRISON DRIVE  
NEWTOWN SQUARE, PA 19073  
ONE-CALL: 202-080-  
DRAWN BY: TED  
CHECKED BY: DRF

FILE NO.: 19-139  
SHEET 1 of 3  
DATE: OCTOBER 30, 2020  
SCALE: 1" = 40'





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Spring Number: 2017-203-0820

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 DAYS IN EXCESS SHALL BE PAID  
 BY THE USER.  
 Pennsylvania One Call System, Inc.  
 1-800-242-1776

**MOMENEE, INC.**  
 a Kohns Company  
 ENGINEERING | PLANNING | SURVEYING  
 924 COUNTY LINE ROAD - BRYN MAWR - PA - 19010

RECORD PLAN - PAGE 2 OF 2  
 LOT LINE CHANGE PLAN - LOTS 3-2, 3-3, 3-4, 3-5 & OS-8A  
**THE ARDROSSAN FARM**  
 APPLICANT  
 43 HARRISON DRIVE  
 NEWTOWN SQUARE, PA 19073

ONE-CALL: 203-0820  
 DRAWN BY: TED  
 CHECKED BY: DRF

FILE NO.: 19-139  
 SHEET **2** OF 3  
 DATE: OCTOBER 30, 2020  
 SCALE: 1" = 40'

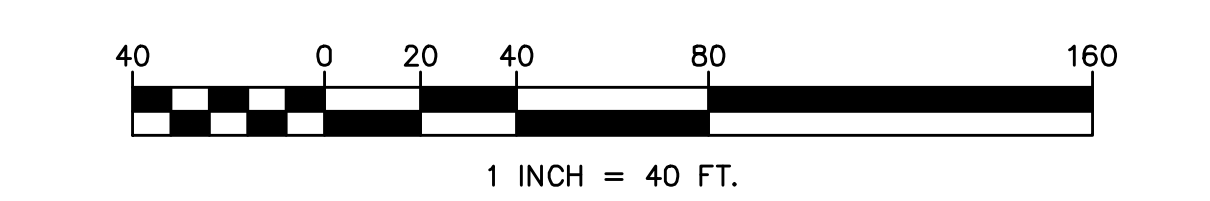
**ZONING DISTRICT AC RESIDENTIAL DISTRICT**

AREA:	2 AC
LOT WIDTH:	80' AT BSBL
BUILDING AREA:	15% MAX
FRONT YARD:	60 FT
SIDE YARD:	50 FT MIN.
REAR YARD:	40 FT NON-RESIDENTIAL BUILDINGS, 60FT

NOTE: THIS SITE TO BE DEVELOPED UNDER DENSITY MODIFICATION REGULATIONS PERMITTED UNDER ARTICLE XIX OF THE RADNOR TOWNSHIP ZONING CODE.

MINIMUM TRACT AREA:	20 AC
PERIMETER BUILDING SETBACK:	75 FT FROM RIGHT OF WAY 50 FT FROM ADJACENT PROPERTY
FRONT YARD:	35 FT FROM OUTSIDE EDGE OF CURB
SIDE YARD:	25 FT
REAR YARD:	30 FT

- SYMBOL LEGEND**
- IFP IRON PIN FOUND
  - CMF CONCRETE MONUMENT FOUND
  - MMF MARBLE MONUMENT FOUND
  - CA/C EXISTING AIR CONDITIONER
  - GVV EXISTING GAS VALVE
  - GM EXISTING GAS METER
  - CEM EXISTING ELECTRIC METER
  - CCQ EXISTING CLEANOUT
  - ROH ROOF OVERHANG
- LINE/TYPE LEGEND**
- PROPERTY LINE
  - BUILDING SETBACK LINE
  - RIGHT OF WAY LINE
  - STORMWATER EASEMENT
  - SANITARY EASEMENT
  - DRIVEWAY EASEMENT
  - OPEN SPACE



**OS-8A**  
 GROSS AREA  
 464,928 SF  
 (10.673 AC)  
 NET AREA  
 420,710 SF  
 (9.658 AC)

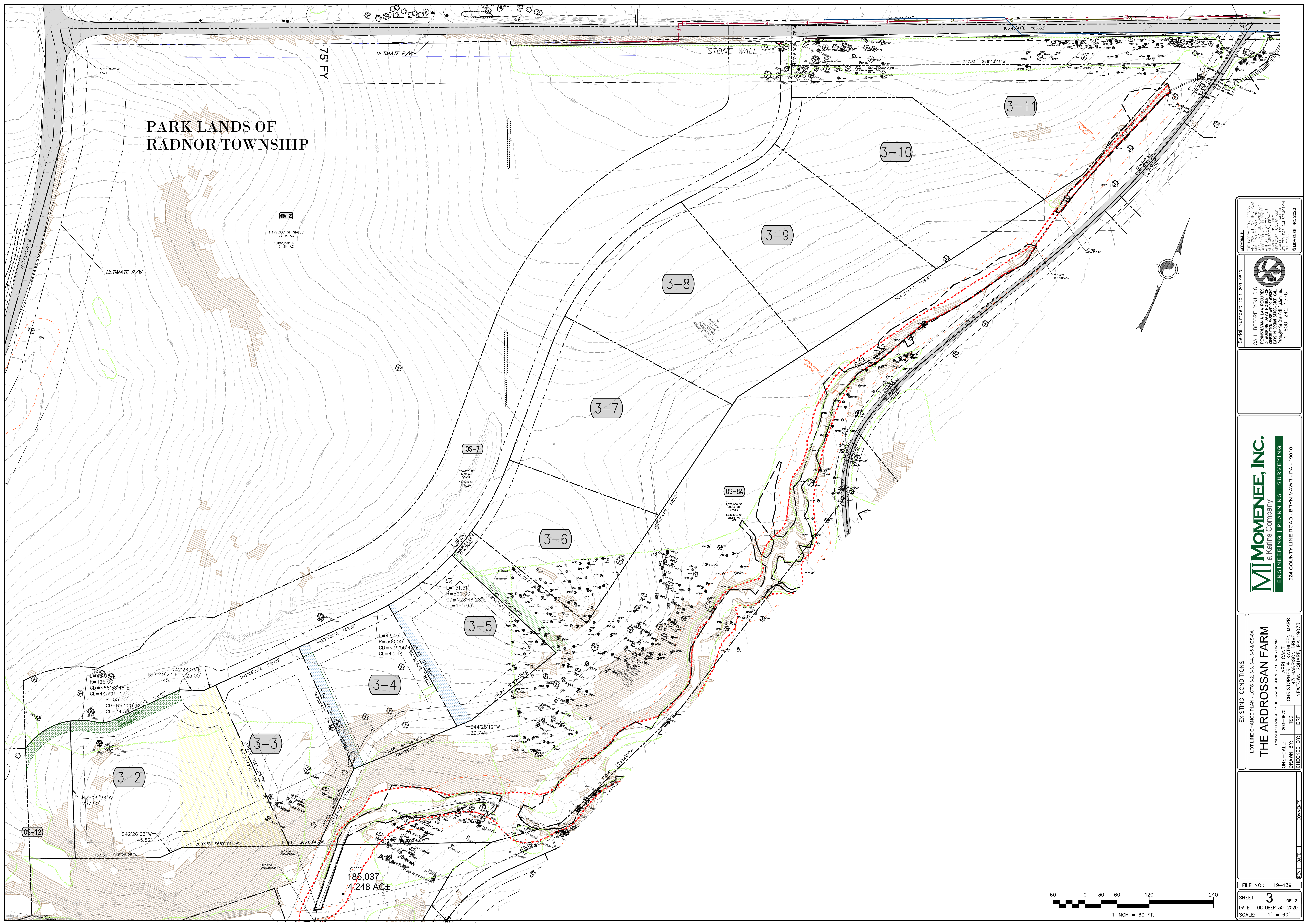
STORMWATER  
 MANAGEMENT  
 EASEMENT

SANITARY  
 EASEMENT  
 SUBMITTED TO  
 RADNOR TOWNSHIP

L=151.51'  
 R=500.00'  
 CD=N28°46'28"E  
 CL=150.93'

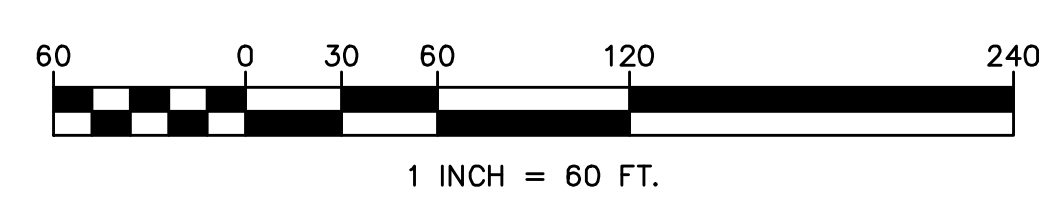


**PARK LANDS OF  
RADNOR TOWNSHIP**



**ORA-23**  
1,177,667 SF GROSS  
27.04 AC  
1,082,238 NET  
24.84 AC

185,037  
4.248 AC±



<p><b>EXISTING CONDITIONS</b> LOT LINE CHANGE PLAN - LOTS 3-2, 3-3, 3-4, 3-5 &amp; OS-8A <b>THE ARROSSAN FARM</b> RADNOR TOWNSHIP - DELAWARE COUNTY - PENNSYLVANIA APPLICANT: CHRISTOPHER &amp; KATHLEEN MARR 43 HARRISON DRIVE NEWTOWN SQUARE, PA 19073</p>	
ONE-CALL: 203-980	DRAWN BY: TED
CHECKED BY: DRF	COMMENTS:
FILE NO.: 19-139	SHEET 3 OF 3
DATE: OCTOBER 30, 2020	SCALE: 1" = 60'
<p><b>MOMENEE, INC.</b> a Kohns Company ENGINEERING   PLANNING   SURVEYING 924 COUNTY LINE ROAD - BRYN MAWR - PA - 19010 1-800-242-1776</p>	
<p><b>DISCLAIMER:</b> THESE PLANS AND THE CONTENTS OF THIS PLAN SHALL NOT BE CONSIDERED OR USED FOR ANY PURPOSES WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF MOMENEE, INC. ANY REVISIONS TO THESE PLANS SHALL BE MADE IN WRITING AND SHALL BE FOR CONSTRUCTION PURPOSES. © MOMENEE, INC. 2020</p>	

Spring Number: 2019-203-0820  
CALL BEFORE YOU DIG  
PENNSYLVANIA LAW REQUIRES  
3 WORKING DAYS NOTICE FOR  
UTILITY LOCATIONS  
DATE IN DESIGN SHALL STOP ALL  
CONSTRUCTION  
Pennsylvania One Call System, Inc.  
1-800-242-1776



# 3 D Appointments to Boards and Commissions

3 E. Authorization of the Swearing in of New Police Officers for Radnor Township Police Department; Richard Boland and Dylan Glenn after successfully completing the remaining elements of the hiring process since the Board's conditional offer of employment at the January 25, 2021 meeting.

**ORDINANCE 2021-01**

**TOWNSHIP OF RADNOR  
Delaware County, Pennsylvania**

AN ORDINANCE AUTHORIZING THE INCURRENCE BY THE TOWNSHIP OF RADNOR OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES OF 2021 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$9,785,000 FOR THE PURPOSE OF PROVIDING FUNDS TO (1) CURRENTLY REFUND ALL OR A PORTION OF THE TOWNSHIP'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES A OF 2015, (2) CURRENTLY REFUND ALL OR A PORTION OF THE TOWNSHIP'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES OF 2016, AND (3) PAY THE COSTS OF ISSUANCE OF THE BONDS; AUTHORIZING THE PREPARATION AND FILING OF A DEBT STATEMENT AND OTHER DOCUMENTATION; PROVIDING FOR THE CURRENT REFUNDING OF THE DEBT BEING REFUNDED AND AUTHORIZING A PLEDGE AND ESCROW AGREEMENT FOR SUCH PURPOSE; COVENANTING TO CREATE A SINKING FUND AND TO BUDGET, APPROPRIATE AND PAY DEBT SERVICE ON THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PROMPT AND FULL PAYMENT OF THE BONDS; SETTING FORTH THE SUBSTANTIAL FORM OF THE BONDS; SETTING FORTH THE STATED PRINCIPAL MATURITY OR SINKING FUND REDEMPTION DATES AND MAXIMUM PRINCIPAL AMOUNTS, MAXIMUM INTEREST RATES AND INTEREST PAYMENT DATES, PLACE OF PAYMENT, SINKING FUND PROVISIONS AND OTHER DETAILS OF THE BONDS; APPROVING THE CONTENT AND FORM OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE DISTRIBUTION THEREOF AND AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION OF A PAYING AGENT AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT OR SUPPLEMENT; FINDING THAT A PRIVATE NEGOTIATED SALE OF THE BONDS IS IN THE BEST FINANCIAL INTEREST OF THE TOWNSHIP; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE BONDS WITHIN CERTAIN PARAMETERS; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND AUTHORIZING OTHER NECESSARY ACTION.

WHEREAS, pursuant to the Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 *et seq.* (the "Act"), the Township of Radnor, Delaware County, Pennsylvania (the "Township") may incur indebtedness for the purpose of refunding prior indebtedness; and

WHEREAS, on December 16, 2015, the Township issued nonelectoral debt evidenced by its \$5,275,000 principal amount General Obligation Bonds, Series A of 2015 (DCED Approval No. GOB-151118-01, November 18, 2015) (the "2015A Bonds"), which were issued to finance (i) renovations and improvements to the Radnor Memorial Library (the "2015A Capital Project"); (ii) the current refunding of a portion of the Township's General Obligation Bonds, Series of 2010 (the "2010 Bonds"); and (iii) the costs and expenses of issuing the 2015A Bonds; and

WHEREAS, the 2010 Bonds were issued to (i) currently refund a portion of the Township's outstanding General Obligation Bonds, Series A of 2002 (the "2002A Bonds"); and (ii) fund the costs and expenses of issuing the 2010 Bonds; and

WHEREAS, the 2002A Bonds were issued to (i) advance refund the Township's General Obligation Bonds, Series of 1994 (the "1994 Bonds"); (ii) advance refund the Township's General Obligation Bonds, Series of 1997 (the "1997 Bonds"); and (iii) advance refund the Township's General Obligation Bonds, Series of 2000 (the "2000 Bonds"); and (iv) fund the costs and expenses of issuing the 2002A Bonds; and

WHEREAS, the 1994 Bonds were issued to finance capital projects, including the construction of a new public works garage, construction of sanitary sewer systems, flood control improvements, fire equipment, traffic signal modernization, improvements to various municipal buildings and grounds, purchase of vehicles and equipment, road and bridge construction and recreational facilities improvements; and

WHEREAS, the 1997 Bonds were issued to finance capital projects, including the completion of a new public works maintenance facility, construction of storm sewers and other storm water management facilities, traffic signal modernization, improvements to various municipal buildings and grounds, road reconstruction, bridge maintenance, replacement of vehicles and equipment, improvements at parks and recreational facilities and construction of sanitary sewers; and

WHEREAS, the 2000 Bonds were issued to finance capital projects, including the purchase of new fire apparatus, construction of storm water management facilities, traffic signal modernization, improvements to various municipal buildings and grounds, road resurfacing, bridge construction, replacement of vehicles and equipment, improvements at parks and recreational facilities and construction of sanitary sewers; and

WHEREAS, on March 17, 2016, the Township issued nonelectoral debt evidenced by its \$5,765,000 principal amount General Obligation Bonds, Series of 2016 (DCED Approval No. GOB-151118-01, November 18, 2015) (the "2016 Bonds"), which were issued to finance (i) construction of and improvements to various Township parks and trails (the "2016 Capital Project"); and (ii) the costs and expenses of issuing the 2016 Bonds; and

WHEREAS, the Township has determined to undertake a refinancing to achieve debt service savings (the "Refunding Program") consisting of the current refunding of all or a portion of the (i) outstanding 2015A Bonds stated to mature on or after June 15, 2021, in the outstanding principal amount of \$3,880,000 (the bonds being so refunded, all of which are nonelectoral debt, are referred to herein as the "2015A Refunded Bonds") (ii) outstanding 2016 Bonds stated to mature on or after June 15, 2021, in the outstanding principal amount of \$4,550,000 (the bonds being so refunded, all of which are nonelectoral debt, are referred to herein as the "2016 Refunded Bonds" and, together with the 2015A Refunded Bonds, collectively, the "Refunded Bonds"); and

WHEREAS, the Township proposes to issue its General Obligation Bonds, Series of 2021 (the "Bonds") in the maximum aggregate principal amount of \$9,785,000 to provide funds to

finance (i) the Refunding Program; and (ii) the payment of the costs and expenses of issuing the Bonds; and

WHEREAS, the Board of Commissioners of the Township (the "Board") has determined that the net savings to be generated by the Refunding Program (the "Required Savings") must be equal to at least three percent (3.0%) of the principal amount of the Refunded Bonds ; and

WHEREAS, the Board has considered the possible manners of sale provided for in the Act with respect to the sale of the Bonds, such manners of sale being at public sale or private sale by negotiation or upon invitation; and

WHEREAS, the Township has determined that it is in the best financial interest of the Township to sell the Bonds at private negotiated sale, and the Township has received a proposal for the purchase of the Bonds (the "Purchase Proposal") from Boening & Scattergood, Inc., of West Conshohocken, Pennsylvania (the "Underwriter"), containing the financial parameters for, and conditions to, the underwriting and issuance of the Bonds (the "Parameters"), which will be supplemented by an addendum to the Purchase Proposal (the "Addendum") containing the final terms of the Bonds, consistent with the Parameters and the Required Savings; and

WHEREAS, the Board desires to approve the issuance of the Bonds, approve the Refunding Program, and accept the Purchase Proposal of the Underwriter; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Radnor and IT IS HEREBY RESOLVED, as follows:

**1. Authorization of the Refunding Program and Incurrence of Indebtedness; and Purpose of the Refunding Program.** The Township hereby approves the Refunding Program as described in the preambles to this Ordinance, and shall incur indebtedness, pursuant to the Act, in an aggregate principal amount not to exceed \$9,785,000 to finance the costs of the Refunding Program and the costs and expenses of issuing the Bonds.

It is hereby determined and set forth that the purpose of the Refunding Program is to reduce the total debt service that would otherwise be payable on the Refunded Bonds over the life of the issue. Attached hereto as **Exhibit B** and made a part hereof is the schedule of the estimated debt service savings in connection with the refinancing of the Refunded Bonds computed in accordance with Section 8242(b) of the Act.

The 2015A Bonds were issued to (i) finance the 2015A Capital Project; (ii) currently refund the 2010 Bonds; and (iii) fund the costs and expenses of issuing the 2015A Bonds.

The realistic estimated useful life of the 2015A Capital Project were determined at the time of issuance 2015A Bonds to be not less than twenty (20) years. The current remaining useful life of the 2015A Capital Project is not less than fourteen (14) years.

The 2010 Bonds were issued to (i) currently refund the 2002A Bonds; and (ii) fund the costs and expenses of issuing the 2010 Bonds.

The 2002A Bonds were issued, *inter alia*, to (i) advance refund the 1994 Bonds; (ii) advance refund the 1997 Bonds; and (iii) advance refund the 2000 Bonds; and (iv) fund the costs and expenses of issuing the 2002A Bonds.

The estimated useful lives of the projects financed with the 1994 Bonds was determined by the Township under its ordinance enacted on February 14, 1994 to be in excess of thirty (30) years. The current remaining useful lives of such projects are at least three (3) years.

The estimated useful lives of the projects financed with the 1997 Bonds was determined by the Township under its ordinance enacted on July 21, 1997 to range from nine (9) years to thirty (30) years with a weighted average of twenty-three and six-tenths (23.6) years. The current remaining useful lives of such projects are at least six (6) years.

The estimated useful lives of the projects financed with the 2000 Bonds was determined by the Township under its ordinance enacted on March 27, 2000 to range from nine (9) years to one hundred (100) years with a weighted average of thirty-two (32) years. The Township further determined that the 2012 Bonds were scheduled to mature in accordance with the limitations set forth in the Act. The current remaining useful lives of such projects have a weighted average of at least eleven (11) years.

The 2016 Bonds were issued to fund (i) the 2016 Capital Project; and (ii) fund the costs and expenses of issuing the 2016 Bonds.

The realistic estimated useful life of the 2016 Capital Project was determined at the time of issuance 2016 Bonds to be not less than twenty (20) years. The current remaining useful life of the 2016 Capital Project is at least fifteen (15) years.

The realistic estimated useful lives of such projects are hereby ratified and confirmed, and the principal amount of the Bonds related to the Refunding Program equal to the separate cost of the portions of such projects having an unexpired shorter useful life than the period during which the Bonds related to the Refunding Program will be outstanding has been scheduled to mature prior to the end of such useful life and the balance prior to the end of the longest unexpired useful life. The maturities of the Bonds related to the Refunding Program will not extend beyond the calendar year in which occurs the final maturity of the 2015A Bonds or 2016 Bonds.

**2. Authorization of Issuance of the Bonds.** The Township shall issue, pursuant to the Act and this Ordinance, its General Obligation Bonds, Series of 2021, in a maximum aggregate principal amount not to exceed \$9,785,000, in order to provide funds for and toward the costs of the Refunding Program and paying the costs of issuing the Bonds as authorized and provided in Section 1 hereof. The Township reserves the right to issue the Bonds in an amount less than the maximum principal amount authorized hereunder and to cancel any unused authorization hereunder in accordance with the terms of the Act. The Bonds may be issued in one or more separate series, at any one time or from time to time, and if issued in more than one series, each series shall be appropriately designated by year and specific series name. In the event the Bonds are issued from time to time, all authorizations and approvals set forth herein shall extend to such additional documents and actions of the type expressly authorized and approved herein with respect to such additional series of Bonds, including, but not limited to, additional Preliminary

Official Statements, Official Statements, Addendums, Continuing Disclosure Agreements, Paying Agent agreements, and sinking funds as necessary in connection with the issuance of such series of Bonds.

3. **Type of Indebtedness.** The indebtedness evidenced by the Bonds is nonelectoral debt.

4. **Execution of Debt Statement; Bonds and Other Documents.** The President or Vice President of the Board and the Secretary of the Township and their successors are hereby authorized and directed to file the Debt Statement required by Section 8110 of the Act, to execute and deliver the Bonds in the name and on behalf of the Township and to take all other action required by the Act or this Ordinance in order to effect the issuance of the Bonds. Said officers or any of them are further authorized to apply to the Department of Community and Economic Development for approval of the debt herein authorized and to file with such application a transcript of the proceedings including a certified copy of this Ordinance, the Debt Statement, a Borrowing Base Certificate signed by the appropriate officials of the Township or by the accountants of the Township responsible for auditing its financial affairs, and to take any and all such further action and to execute and deliver such other documents as may be necessary or proper to comply with all requirements of the Act or to carry out the intent and purpose of this Ordinance. Said officers and their successors are further hereby authorized if, in their opinion, it is advisable to do so, to prepare and file such statements and documents as may be required by Sections 8024 or 8026 of the Act in order to qualify all or any portion of the existing indebtedness of the Township or of the Bonds as subsidized debt or self-liquidating debt.

5. **Type of Bonds.** The Bonds when issued will be general obligation bonds.

6. **Covenant to Pay Debt Service - Pledge of Taxing Power.** The Township hereby covenants with the registered owners of the Bonds: (a) that the Township will include in its budget for each fiscal year for the life of the Bonds, the amount of the debt service on the Bonds issued hereunder which will be payable in each such fiscal year so long as the Bonds shall remain outstanding; (b) that the Township shall appropriate from its general revenues such amounts to the payment of such debt service; (c) that the Township shall duly and punctually pay or cause to be paid from the Sinking Fund (as hereinafter defined) or any of its other revenues or funds the principal of every Bond and the interest thereon at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof; and (d) for such budgeting, appropriation and payment the Township hereby pledges its full faith, credit and taxing power. This covenant shall be specifically enforceable. The maximum amounts to be budgeted, appropriated and paid pursuant to the foregoing covenants shall not exceed those set forth in **Exhibit C** attached hereto and made a part hereof which are hereby incorporated in the foregoing covenant with the same effect as if the same were specified in the text of such covenant.

7. **Form of Bonds.** The Bonds shall be substantially in the form set forth in **Exhibit A** hereto, with appropriate omissions, insertions and variations.

8. **Terms of Bonds.** The Bonds shall be issued in fully registered form, in the denomination of \$5,000 or any integral multiple thereof and shall be dated the date of issuance thereof or such other date as the Township and the Underwriter shall agree. The Bonds shall be

issued in an aggregate principal amount not to exceed \$9,785,000. The interest rates on the Bonds shall not exceed five and a half percent (5.500%) per annum. No yield on the Bonds for any stated maturity date in the last two-thirds of the period of the Bonds may be less than that stated for the immediately preceding year. The Bonds shall mature or be subject to sinking fund redemption in annual principal amounts not to exceed the maximum principal amount for each fiscal year as set forth in **Exhibit C** hereto.

The Bonds are being amortized so that the debt service on all outstanding debt of the Township following the issuance of the Bonds will be brought more nearly into an overall level annual debt service plan.

The principal of the Bonds shall be payable in lawful money of the United States of America at the corporate trust office of U.S. Bank National Association, in Philadelphia Pennsylvania, which is hereby appointed paying agent and registrar for the Bonds and the sinking fund depository (the "Paying Agent"). Interest on the Bonds shall be payable in the manner provided in the form of Bonds set forth in **Exhibit A** hereto.

**9. Redemption of Bonds.** The Bonds shall be subject to redemption prior to maturity, at the option of the Township, as a whole or in part from time to time, in any order of maturity or portion of a maturity as selected by the Township, on a date not earlier than the fifth (5<sup>th</sup>) anniversary of the issuance of such Bonds, or any date thereafter upon payment of a redemption price of 100% of principal amount plus interest accrued to the redemption date. If any of the Bonds are to be issued and delivered as term bonds, (i) such term bonds shall be subject to mandatory sinking fund redemption on such date or dates and in such principal amount or amounts as shall be necessary to conform to the principal retirement schedule set forth in **Exhibit C** hereto and (ii) in lieu of such mandatory sinking fund redemption, the Paying Agent, with the approval of the Township, may purchase from money in the Sinking Fund, at a price not to exceed the principal amount thereof plus accrued interest, or the Township may tender to the Paying Agent, all or part of the Bonds subject to being drawn for redemption in any such year

If less than an entire year's maturity of Bonds is to be redeemed at any particular time, such Bonds so to be called for redemption shall be chosen by lot by the Paying Agent.

In the event that a portion, but not all of the term bonds are redeemed pursuant to optional redemption, then the principal amount of any remaining mandatory sinking fund redemptions and the final maturity applicable to such term bonds shall be proportionately reduced (subject to the Paying Agent making such adjustments as it deems necessary to be able to affect future redemptions of such Bonds in authorized denominations) unless the Township directs an alternate reduction of such mandatory sinking fund redemptions and final maturity.

For the purpose of selection of Bonds for redemption, any Bond of a denomination greater than \$5,000 shall be treated as representing such number of separate Bonds, each of the denomination of \$5,000, as is obtained by dividing the actual principal amount of such Bond by \$5,000. Any Bond which is to be redeemed only in part shall be surrendered at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent, and the registered owner of such Bond shall receive, without service charge, a new Bond or Bonds, of any authorized denomination as



requested by such registered owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

On the date designated for redemption, and upon deposit with the Paying Agent of funds sufficient for payment of the principal of and accrued interest on the Bonds called for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and the Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit of security hereunder, and registered owners of the Bonds so called for redemption shall have no rights with respect to the Bonds or portions thereof so called for redemption, except to receive payment of the principal of and accrued interest on the Bonds so called for redemption to the date fixed for redemption.

Notice of any redemption shall be given by first class mail, postage prepaid, mailed by the Paying Agent not less than 20 or more than 60 days before the redemption date to the registered owners of the Bonds at their addresses as they appear on the bond register maintained by the Paying Agent. Such notice shall also be filed by the Paying Agent with the Municipal Securities Rulemaking Board. Such notice shall be given in the name of the Township, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania and that from the date of redemption interest will cease to accrue. The Paying Agent shall use "CUSIP" numbers (if then generally in use) in notices of redemption as a convenience to Bond owners, provided that any such redemption notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and that reliance may be placed only on the identification numbers prefixed "R-" printed on the Bonds. Failure to mail any notice of redemption, or any defect therein, or in the mailing thereof, with respect to any Bond shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption.

With respect to any optional redemption of the Bonds, if at the time of mailing such notice of redemption, the Township shall not have deposited with the Paying Agent monies sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption monies with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such monies are so deposited.

**10. Appointment of Securities Depository.** The Depository Trust Company, New York, New York ("DTC"), shall act as securities depository for the Bonds on behalf of the firms which participate in the DTC book-entry system ("DTC Participants"). The ownership of one fully registered Bond for each maturity of the Bonds will be registered in the name of Cede & Co., as nominee for DTC. Each Bond certificate will be in the aggregate principal amount of such maturity. The Township shall cause the Bonds to be delivered to DTC or the Paying Agent, as custodian for DTC, on or before the date of issuance of the Bonds.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the "Beneficial Owner") will not receive bond certificates and will not be the registered owner thereof. Ownership interest in the Bonds may be purchased by or through

DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, premium, if any, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the Township nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The Township is authorized to execute such documents as may be necessary or desirable in connection with DTC's services as securities depository including a blanket letter of representation obligating the Township to give certain notices to DTC and to meet certain requirements relating to Bond payments.

If DTC determines to discontinue providing its services as securities depository with respect to the Bonds at any time, the Township officials then holding the offices set forth in Section 4 of this Ordinance are hereby authorized to designate a successor securities depository or to deliver certificates to or upon the order of the registered owners of the Bonds.

The Township shall give notice or cause the Paying Agent to give notice, to DTC in accordance with the Blanket Letter of Representations for the redemption or other retirement of all of the Bonds. The Township will provide for the form of notice. Upon receipt of such notice, DTC will forward the notice to the DTC Participants for subsequent forwarding of such notice to the Beneficial Owners of the Bonds. The Township will pay the customary charges for such mailing.

**11. Sale of Bonds.** The Bonds shall be sold at private sale by negotiation as hereinafter set forth in Section 14. After due consideration, the Board hereby finds and determines, on the basis of all available information, that a private negotiated sale of the Bonds is in the best financial interest of the Township.

**12. Creation of and Deposits in Sinking Fund.** The Township covenants that there shall be and there is hereby established and that it shall hereafter maintain a sinking fund designated "Sinking Fund - General Obligation Bonds, Series of 2021" for the Bonds (the "Sinking Fund") to be held by the Paying Agent (or such substitute or successor Paying Agent which shall hereafter be appointed in accordance with the provisions of the Act) in the name of the Township, but subject to withdrawal only by the Paying Agent.

The Township covenants and agrees to deposit in such Sinking Fund no later than each Interest Payment Date (as defined in the form of the Bonds attached hereto), the debt service payable on the Bonds on such dates, which shall not exceed the maximum amounts set forth in **Exhibit C** attached hereto, or such greater or lesser amount as at the time shall be sufficient to pay principal of and interest on the Bonds becoming due on each such date.

Pending application to the purpose for which such Sinking Fund is established, the President or Vice President of the Board is hereby authorized and directed to cause the monies therein to be invested or deposited and insured or secured as permitted and required by Section

8224 of the Act. All income received on such deposits or investments of monies in such Sinking Fund during each applicable period shall be added to such Sinking Fund and shall be credited against the deposit next required to be made in such Sinking Fund.

The Paying Agent is hereby authorized and directed, without further action by the Township, to pay from such Sinking Fund the principal of and interest on the Bonds as the same become due and payable in accordance with the terms thereof and the Township hereby covenants that such monies, to the extent required, will be applied to such purpose.

All monies deposited in the Sinking Fund for the payment of the Bonds which have not been claimed by the registered owners thereof after two years from the date when payment is due, except where such monies are held for the payment of outstanding checks, drafts or other instruments of the Paying Agent, shall be returned to the Township. Nothing contained herein shall relieve the Township of its liability to the registered owners of the unrepresented Bonds.

**13. No Taxes Assumed.** The Township shall not assume the payment of any tax or taxes in consideration of the purchase of the Bonds.

**14. Award and Sale of Bonds.** The Township hereby awards and sells the Bonds to the Underwriter at a price of no less than ninety percent (90%) and no more than one hundred twenty-five percent (125%) of the principal amount of the Bonds (including original issue discount or premium and the underwriter's discount) plus accrued interest from the dated date of the Bonds to the date of delivery and in accordance with the other terms and conditions contained or incorporated in the Purchase Proposal of the Underwriter dated February 22, 2021 which is hereby approved and accepted. The underwriter's discount for the Bonds shall not exceed 0.70% of the principal amount of the Bonds. A copy of said Purchase Proposal shall be attached to this Ordinance and lodged with the official minutes of this meeting and is hereby incorporated herein by reference. The proper officers of the Township are hereby authorized and directed to endorse the acceptance of the Township on said Purchase Proposal and to deliver executed copies thereof to the Underwriter. The Township Manager or the Director of Finance is authorized to accept the Addendum to the Purchase Proposal setting forth the final terms of the Bonds within the Parameters set forth in this Ordinance, and at such time as the Required Savings are achieved in the case of Bonds issued for the Refunding Program. The Required Savings must be equal to at least three percent (3.0%) of the principal amount of the Refunded Bonds.

**15. Contract with Paying Agent.** The proper officers of the Township are authorized to contract with U.S. Bank National Association, Philadelphia, Pennsylvania, in connection with the performance of its duties as the Paying Agent and Sinking Fund Depository on usual and customary terms, including an agreement to observe and comply with the provisions of this Ordinance and of the Act.

**16. Redemption of Refunded Bonds.** The Township shall enter into one or more Pledge and Escrow Agreements (the "Pledge Agreements") with the paying agent for the Refunded Bonds, U.S. Bank National Association, Philadelphia, Pennsylvania (the "Escrow Agent"), providing, among other things for: (a) the certification to the Escrow Agent of the amounts required to pay the principal and interest on the Refunded Bonds to the date of maturity or redemption; (b) the deposit with the Escrow Agent of amounts, including, if necessary, interest earnings thereon,

which will meet such requirements; (c) the irrevocable pledge of all amounts and investments held under the Pledge Agreements for the payment of the Refunded Bonds to the date of maturity or redemption and the application of the principal of and interest on the investments to such purposes. The Pledge Agreements shall be in form and substance as approved by the signing officers of the Township. The President or Vice President and the Secretary or Assistant Secretary of the Township are hereby authorized and directed to execute such Pledge Agreements and to deliver the same to the Escrow Agent on behalf of the Township and to appoint a verification agent, if required in connection with the Pledge Agreements and the refunding of the Refunded Bonds.

The Township hereby calls the Refunded Bonds for redemption on June 15, 2021, subject to the issuance of the Bonds.

The officers of the Township are hereby authorized and directed to execute all documents and to take such other action as may be necessary or advisable to effect the refunding, redemption and payment of the Refunded Bonds. Upon redemption of the Refunded Bonds, any excess moneys shall be transferred by the Escrow Agent to the Paying Agent, and the Paying Agent shall deposit the same in the Sinking Fund for the Bonds.

The Township hereby authorizes the Escrow Agent, the Financial Advisor, the Underwriter or their respective representatives to subscribe for U.S. Treasury State and Local Government Series Securities, or to purchase such other obligations as further determined by the Township and set forth in the Pledge Agreement, for deposit into the escrow account under the Pledge Agreement.

**17. Federal Tax Covenants.** The Township hereby covenants not to take or omit to take any action so as to cause interest on the Bonds to be no longer excluded from gross income for purposes of federal income taxation and to otherwise comply with the requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and all applicable regulations promulgated with respect thereto, throughout the term of the Bonds. The Township further covenants that it will make no investments or other use of the proceeds of the Bonds which would cause the Bonds to be “arbitrage bonds” as defined in Section 148 of the Code. The Township further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code and any regulations promulgated thereunder, to the extent applicable, and to pay any interest or penalty imposed by the United States for failure to comply with said rebate requirements, to the extent applicable.

The Township may determine, on the advice of Bond Counsel to the Township, to designate or deem designate, as applicable, any series of the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Code. The Township hereby delegates the power to make such designation on behalf of the Township, on the advice of Bond Counsel to the Township, to the proper officers of the Township and authorizes each of such officers to execute a certificate at the time of closing of any series of the Bonds, setting forth the amount of such series of the Bonds, if any, designated and/or deemed designated under the Code and making such representations and warranties as are required in connection therewith.

**18. Execution and Authentication of Bonds.** As provided in Section 4, the Bonds shall be executed by the President or the Vice President of the Board and the Secretary of the Township and each such execution shall be by manual or facsimile signature. If any officer whose

signature appears on the Bonds shall cease to hold such office before the actual delivery date of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such person had remained in such office until the actual delivery date of the Bonds. The Bonds shall be authenticated by the manual signature of an authorized representative of the Paying Agent.

**19. Application of Bond Proceeds.** The purchase price for the Bonds, and any accrued interest payable by the Underwriter, shall be paid by the Underwriter to the Paying Agent on behalf of the Township. Upon receipt of the purchase price for the Bonds, including interest thereon accrued to the date of delivery, if any, the Paying Agent shall deposit the same in a settlement account. From the settlement account, the Paying Agent shall pay, or establish reserves for payment of, the costs and expenses of the financing, and shall deposit certain of the proceeds of Bonds with the Escrow Agent, and the proper officers of the Township are authorized to direct the Paying Agent to pay such amounts on behalf of the Township and to make such deposits, all as set forth in written directions to the Paying Agent.

**20. Approval of Official Statement.** The Township hereby approves and “deems final” the Preliminary Official Statement for the Bonds for purposes of United States Securities and Exchange Commission Rule 15c2-12. A final Official Statement containing the final terms of the Bonds, shall be prepared and delivered to the Underwriter within seven (7) business days from the date of establishment of the final terms of the Bonds, and the Township hereby approves the use thereof in connection with the public offering and sale of the Bonds.

**21. Continuing Disclosure.** The Township hereby authorizes and directs the appropriate officers to execute and deliver a Continuing Disclosure Agreement or a supplement to an existing Continuing Disclosure Agreement of the Township (the “Continuing Disclosure Agreement”) if and to the extent required by law. The Township further covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, failure of the Township to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder or under the Bonds; however, the Paying Agent, any Participating Underwriter (as defined in the Continuing Disclosure Agreement), or any Bondholder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Township to comply with its obligations under this Section.

**22. Covenant to Pledge Sufficient Funds.** The Township hereby covenants and agrees that, concurrently with the issuance of and payment for the Bonds:

1. The Township will have irrevocably pledged with the Escrow Agent, amounts sufficient, together with interest, if any, to be earned thereon, to pay: all interest on the Refunded Bonds to the date of redemption thereof; and the principal of the Refunded Bonds at the date of redemption thereof so that the Refunded Bonds will no longer be outstanding under the Act; and

2. Said Escrow Agent will have invested the monies required by any escrow agreement or directions in accordance with the terms thereof.

23. **Officers Authorized to Act.** For the purpose of expediting the closing and the issuance and delivery of the Bonds, or in the event that the President of the Board or the Secretary of the Township shall be absent or otherwise unavailable for the purpose of executing documents, or for the purpose of taking any other action which they or any of them may be authorized to take pursuant to this Ordinance, the Vice President of the Board or the Assistant Secretary of the Township, respectively, are hereby authorized and directed to execute documents, or otherwise to act on behalf of the Township in their stead.

24. **Contract with Bond Owners.** This Ordinance constitutes a contract with the registered owners of the Bonds outstanding hereunder and shall be enforceable in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

25. **Binding Effect of Covenants and Agreements.** All covenants, obligations and agreements of the Township set forth in this Ordinance and in the documents authorized hereby shall be deemed to be the covenants, obligations and agreements of the Township to the full extent authorized or permitted by law, and all such covenants, obligations and agreements shall be binding upon the Township and its successors from time to time and upon any board or body to which any powers or duties affecting the same shall be transferred by or in accordance with law. Except as otherwise provided in this Ordinance, all rights, powers and privileges conferred and duties and liabilities imposed upon the Township or the members thereof by the provisions of this Ordinance or the documents authorized hereby shall be exercised or performed, by such members, officers or other representatives of the Township as may be required or permitted by law to exercise or perform the same. No covenant, obligation or agreement herein contained or contained in any documents authorized hereby shall be deemed to be a covenant, obligation or agreement of any commissioner, officer, agent or employee of the Township in his or her individual capacity and neither the Commissioners of the Township nor any officer executing the other documents authorized by this Ordinance shall be liable personally thereunder or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

26. **Bond Counsel.** The Township hereby appoints Cozen O'Connor to act as Bond Counsel to the Township with respect to the transactions contemplated by this Ordinance.

27. **Further Action.** The proper officers of the Township are hereby authorized and directed to take all such action, execute, deliver, file and/or record all such documents, publish all notices and otherwise comply with the provisions of this Ordinance and the Act in the name and on behalf of the Township.

28. **Act Applicable to Bonds.** This Ordinance is enacted pursuant to, and the Bonds issued hereunder shall be subject to, the provisions of the Act and all of the mandatory provisions thereof shall apply hereunder whether or not explicitly stated herein.

29. **Severability.** In case any one or more of the provisions contained in this Ordinance or in any Bond shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Ordinance or of said Bonds, and this Ordinance or said Bonds shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

**30. Repealer.** All ordinances and parts of ordinances heretofore enacted to the extent that the same are inconsistent herewith are hereby repealed.

31. **Effective Date.** This Ordinance shall take effect on the earliest date permitted by the Act.

ENACTED this 22<sup>nd</sup> day of February, 2021.

(TOWNSHIP SEAL)

TOWNSHIP OF RADNOR

ATTEST

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President  
Board of Commissioners



**EXHIBIT A**

[FORM OF BOND]

UNITED STATES OF AMERICA

COMMONWEALTH OF PENNSYLVANIA

TOWNSHIP OF RADNOR

GENERAL OBLIGATION BOND, SERIES OF 2021

No. R- \_\_\_\_\_ \$ \_\_\_\_\_

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUANCE DATE	CUSIP
	_____, ____	_____, 2021	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS

Township of Radnor, Delaware County, Pennsylvania (the "Township"), a political subdivision of the Commonwealth of Pennsylvania, for value received, hereby promises to pay to the registered owner hereof on the Maturity Date set forth above the Principal Sum set forth above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been made or duly provided for, and to pay interest thereon from the Original Issuance Date set forth above or the most recent Interest Payment Date to which interest has been paid or duly provided for, semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, 20\_\_ (each, an "Interest Payment Date"), at the interest rate specified above, calculated on the basis of a 360-day year of twelve 30-day months until the principal sum is paid or has been provided for.

Interest is payable to the registered owner of this Bond from the Interest Payment Date next preceding the authentication date of the Bond, unless: (a) this Bond is authenticated as of an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; (b) this Bond is registered and authenticated after a Regular Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event it shall bear interest from such succeeding Interest Payment Date; (c) such Bond is registered and authenticated on or prior to the Regular Record Date preceding \_\_\_\_\_, 20\_\_, in which event it shall bear interest from \_\_\_\_\_, 20\_\_; or (d) as shown by the records of the Paying Agent interest on this Bond

shall be in default, in which event it shall bear interest from the date on which interest was last paid on this Bond.

The principal of this Bond is payable upon presentation and surrender hereof at the corporate trust office of U.S. Bank National Association, in Philadelphia, Pennsylvania (the "Paying Agent"). Interest on this Bond will be paid on each Interest Payment Date by check mailed to the person in whose name this Bond is registered on the registration books of the Township maintained by the Paying Agent, as bond registrar, at the address appearing, thereon at the close of business on the fifteenth (15<sup>th</sup>) day (whether or not a day on which the Paying Agent is open for business) next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof as of the Regular Record Date, and shall be payable to the person who is the registered owner hereof at the close of business on a Special Record Date for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever monies become available for payment of the defaulted interest, and notice of the Special Record Date and payment date for such interest shall be given by first class mail to the registered owners of the Bonds not less than ten (10) days prior to the Special Record Date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5<sup>th</sup>) day preceding the date of mailing. The principal of and interest on this Bond are payable in lawful money of the United States of America.

Notwithstanding the foregoing, so long as this Bond is registered in the name of The Depository Trust Company ("DTC") or its nominee, Cede & Co., payment of principal and interest on this Bond shall be payable in the manner and at the respective times of payment provided for in DTC's Operational Arrangements, as they may be amended from time to time.

This Bond is one of a duly authorized issue of General Obligation Bonds, Series of 2021, of the Township in the aggregate principal amount of \$ \_\_\_\_\_ (the "Bonds") issued in fully registered form in denominations of \$5,000 and integral multiples of \$5,000 in excess thereof, all issued in accordance with the Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 et seq., as amended (the "Act"), and pursuant to an Ordinance of the Board of Commissioners of the Township duly enacted on February 22, 2021 (the "Ordinance") and a Paying Agent Agreement between the Township and the Paying Agent dated as of \_\_\_\_\_, 2021 (the "Paying Agent Agreement"). The Bonds are issued for the purpose of financing a refunding program, and paying the costs of issuing the Bonds, as described in the Ordinance.

Under the laws of the Commonwealth of Pennsylvania, this Bond and the interest thereon shall at all times be free from taxation within the Commonwealth of Pennsylvania, but this exemption shall not extend to gift, estate, succession or inheritance taxes or to any other taxes not levied or assessed directly on this Bond or the interest thereon. Profits, gains or income derived from the sale, exchange, or other disposition of this Bond are subject to state and local taxation.

The Bonds maturing on or after \_\_\_\_\_, 20\_\_ are subject to redemption prior to maturity at the option of the Township as a whole or from time to time in part, in any order of maturity or portion of a maturity as selected by the Township on \_\_\_\_\_, 20\_\_ or any date thereafter, upon payment of a redemption price of 100% of principal amount plus interest accrued to the redemption date. If less than an entire year's maturity of Bonds are to be redeemed at any

particular time, such Bonds so to be called for redemption shall be chosen by lot by the Paying Agent.

The Bonds stated to mature on \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to their stated maturity by lot by the Township from monies to be deposited in the Sinking Fund established under the Ordinance at a redemption price of 100% of the principal amount thereof plus accrued interest to the date fixed for redemption. The Township hereby covenants that it will cause the Paying Agent to select by lot, to give notice of redemption and to redeem Term Bonds at said price from monies deposited in the Sinking Fund sufficient to effect such redemption (to the extent that Term Bonds shall not have been previously purchased from said monies by the Township as permitted under the Ordinance) on \_\_\_\_\_ of the years, from the maturities and in the annual principal amounts set forth in the following schedule (or such lesser principal amount as shall at the time represent all Term Bonds which shall then be outstanding):

Mandatory Redemption Schedule

Redemption Date (_____)	Maturity From <u>Which Selected</u>	Principal Amount to be <u>Redeemed or Purchased</u>
----------------------------	--	--

In the event that a portion, but not all of the Term Bonds are redeemed pursuant to optional redemption, then the principal amount of any remaining mandatory sinking fund redemptions and the final maturity applicable to the Term Bonds shall be proportionately reduced (subject to the Paying Agent making such adjustments as it deems necessary to be able to affect future redemptions of such Bonds in authorized denominations) unless the Township directs an alternate reduction of such mandatory sinking fund redemptions and final maturity.

For the purpose of selection of Bonds for redemption, any Bond of a denomination greater than \$5,000 shall be treated as representing such number of separate Bonds, each of the denomination of \$5,000, as is obtained by dividing the actual principal amount of such Bond by \$5,000. Any Bond which is to be redeemed only in part shall be surrendered at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent, and the registered owner of such Bond shall receive, without service charge, a new Bond or Bonds, of any authorized denomination as requested by such registered owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

On the date designated for redemption, and upon deposit with the Paying Agent of funds sufficient for payment of the principal of and accrued interest on the Bonds called for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and the Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit of security hereunder, and registered owners of the Bonds so called for redemption shall have no rights with respect to the Bonds or portions thereof so called for redemption, except to receive payment of the principal of and accrued interest on the Bonds so called for redemption to the date fixed for redemption.

Notice of any redemption shall be given by first class mail, postage prepaid, mailed by the Paying Agent not less than 20 or more than 60 days before the redemption date to the registered owners of the Bonds at their addresses as they appear on the Bond register maintained by the Paying Agent. Such notice shall be given in the name of the Township, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania and that from the date of redemption interest will cease to accrue. The Paying Agent shall use "CUSIP" numbers (if then generally in use) in notices of redemption as a convenience to Bond owners, provided that any such redemption notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and the reliance may be placed only on the identification numbers prefixed "R-" printed on the Bonds. Failure to mail any notice of redemption, or any defect therein, or in the mailing thereof, with respect to any Bond shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption.

With respect to any optional redemption of the Bonds, if at the time of mailing such notice of redemption, the Township shall not have deposited with the Paying Agent monies sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption monies with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such monies are so deposited.

The Township and the Paying Agent may treat the person in whose name this Bond is registered on the Bond register maintained by the Paying Agent as the absolute owner of this Bond for all purposes and neither the Township nor the Paying Agent shall be affected by any notice to the contrary. The Bonds are being issued by means of a book-entry system, with actual bond certificates evidencing ownership of the Bonds immobilized at either DTC, New York, New York (the "Securities Depository"), or its successor as Securities Depository or with the Paying Agent, as custodian for DTC. Transfers of beneficial ownership of the Bonds shall be effected on the records of the Securities Depository and its participants pursuant to the rules and procedures established by the Securities Depository.

So long as the Bonds are issued in book-entry form, actual bond certificates are not available for distribution to the beneficial owners and the principal and interest on the Bonds are payable to Cede & Co., as nominee of the Securities Depository. Transfer of principal and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal and interest to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of beneficial owners. The Township and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants. If the Bonds are no longer registered to a Securities Depository or its nominee, the Bonds are transferable by the registered owners thereof, subject to payment of any required tax, fee or other governmental charge, upon presentation and surrender at the corporate trust office of the Paying Agent in, Philadelphia, Pennsylvania, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent. The Paying Agent shall not be required: (i) to issue, transfer or exchange any of the Bonds during a period

beginning at the close of business on the fifth (5<sup>th</sup>) day next preceding the day of selection of Bonds to be redeemed and ending at the close of business on the day on which such notice is given, or (ii) to transfer or exchange any Bond selected for redemption in whole or in part.

No recourse shall be had for the payment of the principal of or interest on this Bond, or for any claim based hereon, against any commissioner, officer or employee, past, present or future, of the Township or of any successor body, as such, either directly or through the Township or through any such successor body under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such commissioners, officers or employees is released as a condition of and as consideration for the execution and issuance of this Bond.

Whenever the due date for payment of interest on or principal of this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania or in the jurisdiction in which the corporate trust or payment office of the paying agent is located are authorized or required by law or executive order to close (a "Holiday"), then the payment of such interest or principal need not be made on such date, but may be made on the succeeding day which is not a Holiday, with the same force and effect as if made on the due date for payment of principal or interest.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the Township to issue and deliver this Bond has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the Township, is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania; that the Township has established a sinking fund for the Bonds and shall deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable; and that for the prompt and full payment of all obligations of this Bond, the full faith, credit and taxing power of the Township are hereby irrevocably pledged.

This Bond shall not be entitled to any benefit under the Ordinance or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the Paying Agent by execution of the certificate endorsed hereon.

IN WITNESS WHEREOF, the Township of Radnor, Delaware County, Pennsylvania has caused this Bond to be signed in its name and on its behalf by the signature of the President of its Board of Commissioners and an impression of its corporate seal to be hereunto affixed, duly attested by the signature of the Secretary of the Township.

TOWNSHIP OF RADNOR

By: \_\_\_\_\_  
President, Board of Commissioners

Attest: \_\_\_\_\_  
Secretary

(SEAL)

AUTHENTICATION CERTIFICATE

This Bond is one of the Township of Radnor General Obligation Bonds, Series of 2021, described in the within mentioned Ordinance.

DATE OF AUTHENTICATION:

U.S. BANK NATIONAL ASSOCIATION,  
Paying Agent

By: \_\_\_\_\_  
Authorized Representative

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR  
EMPLOYER IDENTIFICATION NUMBER OF  
ASSIGNEE

\_\_\_\_\_

\_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_ attorney to transfer said Bond on the books of the within named Paying Agent, with full power of substitution in the premises.

Dated:

Signature Guaranteed by:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized signature guaranteed program.

\_\_\_\_\_  
NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Signature)

[END OF BOND FORM]



TOWNSHIP OF RADNOR

General Obligation Bonds, Series of 2021

**EXHIBIT B**

**SCHEDULE OF ESTIMATED DEBT SERVICE SAVINGS RELATED TO THE  
REFUNDING OF THE REFUNDED BONDS  
IN ACCORDANCE WITH SECTION 8242(b) OF THE ACT**

<b>Date</b>	<b>Series of 2021 Debt Service</b>	<b>Series of 2016 &amp; 2015A DS</b>	<b>Estimated Savings</b>
12/15/2021	\$996,564.44	\$1,036,901.26	\$40,336.82
12/15/2022	987,350.00	1,028,276.26	40,926.26
12/15/2023	1,000,150.00	1,041,176.26	41,026.26
12/15/2024	1,002,450.00	1,043,191.88	40,741.88
12/15/2025	504,400.00	539,757.50	35,357.50
12/15/2026	501,150.00	536,332.50	35,182.50
12/15/2027	507,700.00	542,545.00	34,845.00
12/15/2028	499,100.00	537,660.00	38,560.00
12/15/2029	495,450.00	535,437.50	39,987.50
12/15/2030	496,650.00	536,500.00	39,850.00
12/15/2031	492,700.00	532,162.50	39,462.50
12/15/2032	498,550.00	537,168.75	38,618.75
12/15/2033	494,200.00	531,512.50	37,312.50
12/15/2034	494,700.00	535,368.75	40,668.75
12/15/2035	499,950.00	538,568.75	38,618.75
<b>Total</b>	<b>\$9,471,064.44</b>	<b>\$10,052,559.41</b>	<b>\$581,494.97</b>

TOWNSHIP OF RADNOR

General Obligation Bonds, Series of 2021

**EXHIBIT C**

**MAXIMUM BOND AMORTIZATION SCHEDULE**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>	<b>Fiscal Total</b>
06/15/2021	\$990,000.00	5.500%	\$112,119.79	\$1,102,119.79	-
12/15/2021	-	-	241,862.50	241,862.50	\$1,343,982.29
06/15/2022	1,000,000.00	5.500%	241,862.50	1,241,862.50	-
12/15/2022	-	-	214,362.50	214,362.50	1,456,225.00
06/15/2023	1,015,000.00	5.500%	214,362.50	1,229,362.50	-
12/15/2023	-	-	186,450.00	186,450.00	1,415,812.50
06/15/2024	1,025,000.00	5.500%	186,450.00	1,211,450.00	-
12/15/2024	-	-	158,262.50	158,262.50	1,369,712.50
06/15/2025	505,000.00	5.500%	158,262.50	663,262.50	-
12/15/2025	-	-	144,375.00	144,375.00	807,637.50
06/15/2026	505,000.00	5.500%	144,375.00	649,375.00	-
12/15/2026	-	-	130,487.50	130,487.50	779,862.50
06/15/2027	520,000.00	5.500%	130,487.50	650,487.50	-
12/15/2027	-	-	116,187.50	116,187.50	766,675.00
06/15/2028	520,000.00	5.500%	116,187.50	636,187.50	-
12/15/2028	-	-	101,887.50	101,887.50	738,075.00
06/15/2029	520,000.00	5.500%	101,887.50	621,887.50	-
12/15/2029	-	-	87,587.50	87,587.50	709,475.00
06/15/2030	525,000.00	5.500%	87,587.50	612,587.50	-
12/15/2030	-	-	73,150.00	73,150.00	685,737.50
06/15/2031	520,000.00	5.500%	73,150.00	593,150.00	-
12/15/2031	-	-	58,850.00	58,850.00	652,000.00
06/15/2032	530,000.00	5.500%	58,850.00	588,850.00	-
12/15/2032	-	-	44,275.00	44,275.00	633,125.00
06/15/2033	535,000.00	5.500%	44,275.00	579,275.00	-
12/15/2033	-	-	29,562.50	29,562.50	608,837.50
06/15/2034	535,000.00	5.500%	29,562.50	564,562.50	-
12/15/2034	-	-	14,850.00	14,850.00	579,412.50
06/15/2035	540,000.00	5.500%	14,850.00	554,850.00	-
12/15/2035	-	-	-	-	554,850.00
<b>Total</b>	<b>\$9,785,000.00</b>	<b>-</b>	<b>\$3,316,419.79</b>	<b>\$13,101,419.79</b>	<b>\$13,101,419.79</b>

**CERTIFICATE OF SECRETARY**

The undersigned, Secretary of the Township of Radnor HEREBY CERTIFIES that:

The foregoing Ordinance authorizing the issuance of General Obligation Bonds, Series of 2021 of the Township was duly moved and seconded and enacted by a majority vote of all the Board of Commissioners of said Township at a duly called and convened meeting of said Board held on February 22, 2021; that public notice of said meeting was given as required by law; and that the roll of the Board of Commissioners was called and such members voted or were absent as follows:

<b><u>Name</u></b>	<b><u>Vote</u></b>
Jack Larkin, President	_____
Moir Mulroney, Esq., Vice President	_____
Jake Abel	_____
Richard F. Booker, Esq.	_____
Damien Enderle	_____
Sean Farhy	_____
Lisa Borowski	_____

and that such Ordinance and the votes thereon have been duly recorded in the minutes.

WITNESS my hand and seal of the Township this 22<sup>nd</sup> day of February, 2021.

\_\_\_\_\_  
William M. White, Secretary

(TOWNSHIP SEAL)

**RESOLUTION 2021-21**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP MANAGER TO ENGAGE PFM TO PROVIDE FINANCIAL ADVISORY SERVICES FOR THE TOWNSHIP'S PROPOSED 2021 GENERAL OBLIGATION BONDS FOR REFUNDING THE SERIES 2015A AND SERIES 2016 BONDS**

*WHEREAS*, the GFOA best practices recommend the hiring of a Financial Advisor (FA) to insure the best interests of the Township are being met with regards to bond financing; and

*WHEREAS*, PFM has served in this same capacity for the Township as part of the Series 2014 Open Space bond transaction, 2015 Library/Park/Trail Bonds, the 2019 Sewer Notes, the Series 2019 General Obligation Capital Improvement Bonds and the Series 2020 and 2020A, refunding the Series 2014 and Series 2012 respectively, to the satisfaction of the Administration and the benefit of the taxpayers.

*WHEREAS*, the Township will realize a savings in the debt service over the remaining 15-year life of the bonds estimated at \$39,000 per year or \$582,000 in the aggregate.

*NOW, THEREFORE*, it is hereby *RESOLVED* by the Radnor Township Board of Commissioners appoints PFM to serve as the Disclosure and Pricing Agent for the proposed bond issuance at a price not to exceed \$9,700, with all costs being capitalized.

*SO RESOLVED*, this 8<sup>th</sup> day of February, A.D., 2021.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
Name: William M. White  
Title: Township Manager / Secretary

# Radnor Township

## PROPOSED LEGISLATION



**DATE:** February 8, 2021

**TO:** Board of Commissioners

**FROM:** Robert V. Tate, Jr., Finance Director

A handwritten signature in blue ink, reading "Robert V. Tate, Jr.", is positioned to the right of the printed name.

**LEGISLATION:** Resolution 2021-21 authorizing the Township to engage PFM as an Independent Disclosure and Pricing Agent relating to the Township's upcoming bond transactions.

**PURPOSE AND EXPLANATION:** The Government Finance Officers Association (GFOA) has developed a series of best practices on the issuance of debt. Specific to this topic, GFOA's recommendation is that regardless of whether a municipality is doing a negotiated or competitive bond sale, which they hire a financial advisor to provide expertise and ensure that the Township's best interests are being met during the transaction.

Radnor has engaged PFM in prior financing transactions with excellent success.

**FISCAL IMPACT:** The cost of the engagement is set at \$9,700 for the bond transaction and will be capitalized in the cost of issuance.

**RECOMMENDED ACTION:** The Administration recommends that Board of Commissioners adopt Resolution 2021-21 to engage PFM at the February 8, 2021 meeting.

**RESOLUTION 2021-22**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP MANAGER TO ENGAGE COZEN O’CONNOR AS BOND COUNSEL FOR THE TOWNSHIP’S PROPOSED 2021 GENERAL OBLIGATION BOND ISSUE FOR REFUNDING THE SERIES 2015A AND SERIES 2016 BONDS**

*WHEREAS*, the Board of Commissioners appointed Cozen O’Conner as Bond Counsel for Radnor Township with the adoption of Resolution 2010-42; and

*WHEREAS*, Resolution 2010-42 recognized that the Township will continue to have on-going responsibilities associated with the various debt obligations that are currently outstanding or will be issued in the future and will need to insure that it has proper legal representation to prepare, assist and review all documents relative to those obligations; and

*WHEREAS*, the Township is considering a new money bond issuance for financing stormwater capital improvements and needs to ensure that it has necessary legal representation to prepare and review all documents relative to the proceedings.

*NOW, THEREFORE*, it is hereby *RESOLVED* by the Radnor Township Board of Commissioners authorize the Administration to utilize the services of Cozen O’Conner for the proposed bond issuance not to exceed \$9.785MM at a price ranging from \$25,750 to \$29,750, to be capitalized.

*SO RESOLVED*, this 8<sup>th</sup> day of February, A.D.,2021.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
Name: William M. White  
Title: Township Manager / Secretary

# Radnor Township

## PROPOSED LEGISLATION



**DATE:** February 8, 2021

**TO:** Board of Commissioners

**FROM:** Robert V. Tate, Jr., Director of Finance

*Robert V. Tate, Jr.*

**LEGISLATION:** Authorizing the Township to proceed with Cozen O'Conner as Bond Counsel for the proposed Series 2021 General Obligation Bonds for Refunding the Series 2015A and 2016 Bonds.

**LEGISLATIVE HISTORY:** The Board of Commissioners appointed Cozen O'Conner as Bond Counsel with the adoption of Resolution 2010-42, adopted Monday September 13, 2010. Included in that Resolution was the recognition that future debt issues will arise and will require specialized legal assistance (from Bond Counsel). The Resolution for Monday night recognizes that Cozen O'Conner is the Township's Bond Counsel.

**PURPOSE AND EXPLANATION:** Municipal debt issuance is highly regulated both Federally and by State laws. As such, specialized legal counsel is recommended by both the ICMA and GFOA as best practice to ensure that the Township is properly advised and protected on all legal matters surrounding a debt transaction. Cozen O'Conner has served the Township since 2010 and has done an exemplary job. Suzanne Mayes has been professional, comprehensive and understanding in all matters surrounding these transactions; from dealing with the underwriter, to ensuring Federal Taxation Laws are considered and managed appropriately, to responding to the Board and Public to ensure questions are answered respectfully and thoughtfully.

**FISCAL IMPACT:** The cost of the legal services associated with a bond issuance not to exceed \$9.785MM will range from \$25,750 and \$29,750 of the total amount being transacted. Similar to other issuance costs, the bond counsel cost will be capitalized into the refunding and paid at closing.

**RECOMMENDED ACTION:** The Administration respectfully recommends that the Board of Commissioners adopt this legislation.

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING A THREE-YEAR LEASE FOR THE PHILADELPHIA AREA INDEPENDENT SCHOOL BUSINESS OFFICERS ASSOCIATION (PAISBOA) FOR A PORTION OF THE RADNOR TOWNSHIP MUNICIPAL BUILDING, CONSISTING OF APPROXIMATELY 1500 SQUARE FEET**

**WHEREAS**, PAISBOA wishes to replace and renew its existing lease for a portion of the Township Municipal Building for an additional three-year term; and

**WHEREAS**, Section §3.03 of the Radnor Township Home Rule Charter requires the enactment of an ordinance when entering into a lease of real property for a term of three or more years.

**NOW, THEREFORE**, be it **ENACTED** and **ORDAINED** by the Radnor Township Board of Commissioners that a new Lease, as set forth on the attached **Exhibit "A"**, is hereby approved between the Township and PAISBOA for a three-year term with a one-year renewal term for a portion of the Radnor Township Municipal Building, consisting of approximately 1,500 square feet to commence on March 1, 2021 at an annual rent as follows:

First year-----\$43, 630.00 annual rent payable in monthly installments

Second year----\$43, 270.00 annual rent payable in monthly installments

Third year-----\$43, 920.00 annual rent payable in monthly installments

**EFFECTIVE DATE.** This Ordinance shall take effect in accordance with the Radnor Home Rule Charter.

**REPEALER.** Any Ordinances, or parts of Ordinances, conflicting with this Ordinance are hereby repealed to the extent of such inconsistency.

**SEVERABILITY.** If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of Radnor Township that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

**ENACTED** and **ORDAINED**, this \_\_\_\_ day of \_\_\_\_ 2021.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
Name: William White  
Title: Township Manager / Secretary



**LEASE AGREEMENT**

*Updated 2/4/21 - lease added to packet*

**THIS AGREEMENT OF LEASE**, made effective this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020, by and between **RADNOR TOWNSHIP** (hereinafter "Landlord") and **PHILADELPHIA AREA SCHOOL BUSINESS OFFICERS ASSOCIATION (PAISBOA)** (hereinafter "Tenant").

**WITNESSETH:**

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Leased Premises upon all the terms and conditions herein contained. Intending to be legally bound hereunder and in good and valuable consideration of the rents herein reserved and the mutual covenants herein contained, Landlord and Tenant hereby agree as follows:

1. **LEASED PREMISES.**

A. Landlord, for and in consideration of the covenants and conditions hereinafter contained on the part of the Tenant to be performed, and in consideration of the rental hereinafter reserved, does hereby grant, lease, demise, and let unto Tenant and Tenant does hereby rent, and take from Landlord ALL THAT CERTAIN real property consisting of approximately 1,500 square feet of office space, more or less, of that portion on the second floor of the Radnor Township Municipal Building as more fully described in *Exhibit "A"*, located at 301 Iven Avenue, Radnor Township, Delaware County, Pennsylvania, all of which are hereinafter called the "Leased Premises" and/or "Premises" and/or "Property". Landlord warrants and represents that Radnor Township is the owner of the Leased Premises and has good and marketable title thereto.

B. The Landlord has leased to the Tenant and the Tenant has leased from the Landlord the Leased Premises together with use of the parking areas, use of the lunch room, use of the fitness room, one (1) dedicated landline for the fax machine, wireless internet access (public wireless network) and all of the fixtures, apparatus, and existing office furniture, together with all rights and easements appurtenant to be provided by Landlord and located therein. Tenant acknowledges and agrees that Tenant has the right to use the wireless internet access provided by Landlord. Tenant further acknowledges and agrees that Landlord does not guarantee or warrant security for the use of the internet access and that Tenant shall to the fullest extent allowed by law, indemnify, defend and hold harmless the Landlord against any and all claims, damages, liabilities, demands, fines, losses, liabilities, costs or deficiencies (including reasonable attorneys' fees and other costs and expenses incident to any claim, suit, action and/or proceeding) arising out the use of the internet access.

C. Tenant may request and schedule to use the Radnorshire meeting room located on the first floor of the Township Municipal Building at a cost of Two Hundred Fifty Dollars (\$250.00) per meeting.

D. Tenant shall provide Landlord access to its purchasing consortium for purposes of gaining professional development software, training and the like.

2. USE. Tenant shall continuously use and occupy the Leased Premises during the Term of this Lease, which use and occupancy shall be solely for the purpose of office space and related training, and for no other purpose or purposes without the prior written consent of Landlord. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Leased Premises or if a failure to procure such a license or permit might or would in any way affect Landlord, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same for inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license or permit

3. TERM.

A. The term of this Lease shall be for a period of three (3) years ("Term") commencing the 1st day of March, 2021 and expiring at 11:59 p.m. on the 29<sup>th</sup> day of February, 2024. This lease shall replace the existing lease between the parties dated July 30, 2020 and approved by Ordinance 2020-10.

B. Either party shall have the right to terminate this Lease upon giving notice to the other, in writing, at least ninety (90) days prior to the last day of the Term or the subsequent renewal term that the Lease will terminate on the last day of the then current Term.

C. If neither party gives notice of termination to the other as described in Section 3.B. above, the Lease shall continue for one additional one (1) year term ("Renewal Term"). This Lease shall automatically terminate on the last day of the Renewal Term unless otherwise agreed by both parties in writing. The Renewal Term shall be upon the same terms, provisions and conditions as are in effect under this Lease immediately prior to the time such Renewal Term begins. Rent due under the Renewal Term shall be equal to the final year of the three year Term.

4. RENT AND LATE PAYMENT .

A. The annual rent payable by Tenant to Landlord during the first year of the Lease Term shall be Forty Two Thousand Six Hundred Thirty Dollars (\$42,630.00) payable in monthly installments of Three Thousand Five Hundred Fifty-Two Dollars and Fifty Cents (\$3,552.50) in advance upon the first day of each month during the Lease Term.

B. The annual rent payable by Tenant to Landlord during the second year of the Lease Term, commencing with the March, 2022 installment, shall be Forty Three Thousand Two Hundred and Seventy Dollars (\$43,270.00) payable in monthly installments of Three Thousand Six Hundred and Five Dollars and Eighty-Three Cents (\$3,605.83) in advance upon the first day of each month.

C. The annual rent payable by Tenant to Landlord during the third year of the

Lease Term, commencing with March, 2023 installment, shall be shall be Forty Three Thousand Nine Hundred Twenty Dollars (\$43,920.00) payable in monthly installments of Three Thousand Six Hundred and Sixty Dollars (\$3,660.00).

D. The payment of rent under the terms of this lease shall commence on March 1, 2021. Timely payment of the rental and performance of all terms and conditions of this Lease are of the essence of this Lease.

E. If the monthly rent is not paid within five (5) days of the day that it is due, Tenant agrees to pay a late charge of Three Hundred Fifty-Five Dollars and Twenty-Five Cents (\$355.25) or ten percent (10%) of the monthly payment, whichever is greater. The late charge shall compensate Landlord for additional administrative costs and expenses caused by the late payment. If payment is made to Landlord at the proper address by first class mail, postage prepaid, then the date of the postmark shall be used as the date of payment.

F. Upon the execution of this Lease the Tenant shall pay Landlord the first month's rent in the amount of Three Thousand Five Hundred Fifty-Two Dollars and Fifty Cents (\$3,552.50).

5. SECURITY DEPOSIT. Under the term of the previous lease, Tenant has deposited with Landlord the sum of Six Thousand Three Hundred Seventy-Five Dollars (\$6,375.00) as a security deposit. Landlord shall continue to hold said security deposit which shall be available to be used by Landlord towards the satisfaction of any of the duties or liabilities of Tenant hereunder upon default.

6. UTILITY CHARGES AND SECURITY SERVICES.

A. Landlord shall be solely responsible for all charges for heat, electricity, water, trash, janitorial services and any other utilities and services used upon or furnished to the Leased Premises, except as provided in Section 6.C.

B. Landlord shall provide uninterrupted electrical power to all "orange" outlets located in the Leased Premises (via UPS/generator).

C. Tenant shall be solely responsible for the purchase, installation and maintenance of all phone systems, private internet services and/or cable communications, including all costs and charges imposed upon such services.

D. Landlord shall provide and maintain a security system with security card access operated by the Township.

7. ASSIGNMENT-SUBLETTING. Notwithstanding any provision herein to the contrary, Tenant shall not assign or in any way transfer this Lease or any estate or interest therein, to any other party, and will not lease or sublet the Premises, or any part or parts thereof, except that PAISBO will be sharing office space with the PAISBOA Health Benefit Trust. Tenant will at all times be solely responsible for all rent payments and other terms and conditions of this Lease.

8. REQUIREMENTS OF LAW. Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Municipal governments and of any and all of their Departments and Bureaus which are applicable solely to the use of the Leased Premises by Tenant during the term or any renewal thereof; provided, however, that nothing contained in this Section 8 shall be deemed to obligate Tenant to make any structural changes in, or to correct any structural defects in, the building or improvements on the Leased Premises, or to make any repairs, changes or alterations or to add any equipment or device rendered necessary by any building or other improvement not having been constructed in compliance with law. Landlord represents that as of the commencement date, the Leased Premises is not, to the best of Landlord's knowledge, in violation of any such governmental law, regulation or requirement and Landlord shall comply will all statutes, ordinances, rules, regulations, orders and requirements of the Federal, State and Municipal governments and with any and all of their Departments and Bureaus applicable to the physical nature and character of the Leased Premises being otherwise applicable to the construction or makeup of the Leased Premises as opposed to the use thereof by Tenant.

9. RIGHT TO COMPLY. In case of the Tenant, after the time required to remedy defaults under this Lease, shall fail or neglect to comply with the statutes, ordinances, rules, regulations, orders and requirements set forth in Section 8, or any of them, and required to be complied with by the Tenant, then the Landlord or his agents may, by entry if required, comply with any and all of the said statutes, ordinances, rules, regulations, orders and requirements at the risk and expense of the Tenant, and recover such expense from the Tenant; any sums owing by Tenant to be added to the next monthly installment of rent and to be collectable as rent.

10. DISCONTINUANCE AND INTERRUPTION OF SERVICE.

A. Landlord shall not be liable to Tenant in damages or otherwise for the quality, quantity, failure, unavailability or disruption of any utility service and the same shall not constitute a termination of this Lease, or actual or constructive eviction of Tenant.

B. In the event utilities serving the Leased Premises are disrupted due to the negligence or acts of omission of Landlord, its agents, contractors, servants or employees, Landlord shall promptly restore the affected utilities at Landlord's sole cost and expense. If the disrupted utilities are not restored by Landlord within five (5) days after the Landlord has received written notice of the disruption, and Tenant is unable to conduct its business in the Leased Premises due to the disruption of utility service, the Rent shall be abated commencing on the time service was disrupted and ending on the date Landlord restores the disrupted utilities. In no event, however, shall Landlord be liable for consequential damages resulting from any disruption of utilities.

C. Landlord, with the consent of Tenant, shall at all times have the right to alter any and all utilities, and the equipment relating thereto, serving the Leased Premises. Tenant shall execute and deliver to Landlord without delay such documentation as may be required to effect such alteration. Landlord shall use good faith efforts not to materially affect Tenant's business operations in the Leased Premises during such period of alteration.

11. REPAIRS.

A. Landlord shall, at Landlord's expense, maintain and repair the heating, ventilating and the air-conditioning systems ("HVAC System"), plumbing systems and the interior of the Leased Premises and the fixtures therein except as hereinafter required to be done by Tenant. Tenant shall not clog any plumbing, sewers, waste pipes, drains and water closets used by Tenant, and if the same shall become clogged as a result of Tenant's use, Tenant shall repair the same. If Tenant shall fail to start any work required to be done by Tenant under this Section 11 within fifteen (15) days after written notice from Landlord and to complete the same with reasonable diligence, then Landlord may provide such repairs or maintenance for the account of Tenant and the cost thereof shall be added to the next monthly installment of rent payable hereunder and collectable as rent.

B. Landlord shall, at Landlord's expense, keep certain elements of the Leased Premises in good order, repair and condition, and to replace if so required the foundation, floor slab, roof, all electric and plumbing systems, pipes, tubes, and other conduits and utility lines of the Demises Premises or embedded into the structure of the Leased Premises or within or under the floor slab; flashings, gutters and downspouts; interior load bearing walls and exterior walls, repairs to the streets, access drives, service drives, curbing, sidewalks; all repairs, structural or otherwise to the interior of the Leased Premises made necessary by structural failures, acts of God and leakage or flowing of water into the Leased Premises; all repairs, structural or otherwise, occasioned by losses which are covered by either Landlord's casualty policy or by a standard fire and extended coverage policy; and all necessary replacements of the HVAC System to maintain same in good operating condition.

C. Unless specified herein, any repairs to be made by Landlord will be made within a reasonable time after notice from Tenant. Notwithstanding, Landlord shall commence said repairs within thirty (30) days after notice from Tenant and thereafter diligently prosecute the same to completion; subject to strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the reasonable control of Landlord, wherein in such event(s), the period for repairs shall be extended for the amount of time Landlord is so delayed.

12. ALTERATIONS AND REMOVALS. Tenant may not make any non-structural alterations, additions, and/or improvements to the Leased Premises unless Tenant receives written approval of Landlord. Upon the expiration or earlier termination of this Lease, Tenant shall be obligated to restore the Leased Premises to their original condition, wear and tear excepted. Tenant shall have the right to remove any or all such non-structural alterations, additions, and improvements from time-to-time and at the expiration or earlier termination of this Lease; provided, however, that any such alterations, additions and improvements installed and paid for by Tenant not removed by Tenant shall become the property of Landlord. Tenant shall have the right to install and remove from time-to-time and at the expiration or earlier termination of this Lease, whether the same be attached to the Leased Premises or otherwise, Tenant's trade fixtures and equipment and business fixtures and equipment including, without limitation, office partitions, platforms, and furniture as well as any building machinery and building equipment belonging to

Tenant. Tenant shall promptly repair any damage to the Leased Premises caused by the removal by Tenant of any of Tenant's property therefrom.

13. LANDLORD'S RIGHT OF ACCESS. Landlord, his agents, servants and employees shall have the right to enter the Leased Premises (on 24-hours verbal or written notice), for the purposes of inspecting the same to ascertain whether Tenant is performing the covenants of this Lease, and during business hours provided that such access and entry of Landlord shall not unreasonably disturb the peaceful possession and quiet enjoyment of Tenant on the Leased Premises or otherwise in the event of need, under special arrangements with Tenant, for the purpose of making required repairs, alterations, improvements or additions, and Landlord shall be allowed to take all material into and upon the Leased Premises that may be required without the same constituting an eviction of Tenant in whole or in part, and, except as otherwise provided, the rent reserved shall in no way abate while said repairs are being made by reason of loss or interruption of the business of Tenant because of the prosecution of any such work. During the one hundred twenty (120) days preceding the expiration of this Lease, Tenant shall permit Landlord or Landlord's agents to show the Leased Premises to prospective Tenants with reasonable frequency during business hours provided that such access and entry of Landlord shall not unreasonably disturb the peaceful possession and quiet enjoyment of Tenant on the Leased Premises.

14. INSURANCE; INDEMNITY. Tenant shall carry during the term of this Lease, in a form reasonably satisfactory to Landlord, general liability insurance for personal injuries, including death and damage to property coverage for any act or omission by the Tenant or any third party in the sum of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence, and fire insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) for property damage by fire. Tenant shall indemnify and save Landlord harmless from and against all claims, actions and damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the property, or the occupancy or use by Tenant of the property, or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, employees, licensees, or invitees.

15. LANDLORD'S INSURANCE. Landlord also may, but shall have no obligation to, carry, at its sole cost and expense unless Tenant is not carrying such insurance as provided under this Agreement during the Term hereof (in which event the cost shall be that of Tenant and shall be deemed Additional Rent hereunder), all risk property insurance, comprehensive liability insurance and any other insurance deemed appropriate by Landlord (hereinafter "Landlord's Property Insurance") covering fire and extended coverage, vandalism and malicious mischief, and all other perils of direct physical loss or damage insuring the improvements and betterments located at the Leased Premises for one hundred percent (100%) of the replacement value thereof, together with all other coverages deemed appropriate by Landlord.

16. WAIVER OF SUBROGATION. Tenant hereby waives any rights they may have against the Landlord on account of any loss or damage occasioned to Tenant in or about the Leased Premises or its contents, arising from any risk covered by fire and extended coverage insurance. The parties hereto each, on behalf of their respective insurance companies insuring the property of the parties hereto against any such loss, waives any right of subrogation that such insurers may have against the parties hereto.

17. CONDITION OF THE LEASED PREMISES. By taking and assuming possession of the Leased Premises, Tenant acknowledges that it has: (i) inspected the Property; and (ii) accepted the Leased Premises, and all improvement, betterments and equipment, with no representation or warranty by Landlord as to the condition or suitability of the Leased Premises and/or Property for the Tenant's purpose. Tenant accepts the Leased Premises as is, where is, with all faults, latent or otherwise, and without any representations, warranties or promises from Landlord whatsoever, provided however the Landlord represents and warrants that, to its knowledge, the Tenant's use of the Leased Premises for office space under this Lease is in full compliance with the applicable law, regulations and zoning currently in effect.

18. SIGNS. Tenant shall not have the right to place signs on any part of the Leased Premises unless approved in advance by Landlord. It is contemplated that Tenant will have a single sign on the exterior of the Leased Premises and temporary signs from time-to-time for business events.

19. WASTE AND NUISANCE.

A. Tenant shall not commit or suffer to be committed any waste upon the Leased Premises and shall not place a load upon any floor of the Leased Premises which exceeds the weight per square foot which such floor was designed to carry. Tenant shall not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant or tenant of the Township Municipal Building. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loud speakers, sound amplifiers, phonographs, radios, televisions, or any other sound producing or other device which will carry sound or odors outside the Leased Premises. Tenant agrees that business machines and mechanical equipment used by Tenant which cause vibration or noise that may be transmitted to the building or buildings comprising the Township Municipal Building or to the Leased Premises, to such a degree as to be reasonable objectionable to Landlord or to any occupant, shall be placed and maintained by Tenant at its expense in setting of cork, rubber or spring-type vibration isolators sufficient to eliminate such vibrations or noise.

B. Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance to other tenants, neighbors and business invitees of Tenant and the general public in the Township Municipal Building, parking areas or other common areas.

20. DAMAGE OR DESTRUCTION. If the Municipal Building is damaged by fire or other casualty that, in Landlord's reasonable judgment substantial alteration or reconstruction of the building shall be required, or if the Leased Premises has been damaged, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date of such casualty. Such termination shall be effective as of the date of fire or casualty with respect to any portion of the Leased Premises that was rendered untenable, and secondly, as of the effective date of termination specified in Landlord's notice with respect to any portion of the Leased Premises that remains tenable. If this Lease is not so terminated by Landlord, Landlord shall proceed with reasonable diligence to restore the Leased Premises and the building, and minimum rent shall abate from the date of the casualty.

21. SUBORDINATION TO MORTGAGE. All mortgages which now or in the future affect the building have priority over this Lease. This means that the holder of a mortgage may end this Lease on a foreclosure sale. The Tenant shall sign all papers needed to give any mortgage priority over this Lease. If Tenant refuses, Landlord may sign the papers on behalf of the Tenant.

22. REMEDIES OF LANDLORD UPON TENANT'S DEFAULT.

A. Tenant agrees that if any rent or any charges herein included as rent shall remain unpaid on any day on which the same ought to be paid, then Landlord or any person acting under Landlord, may enter the Leased Premises and without further demand proceed by distress and sale of the goods there found to levy the rent and all other charges herein payable as rent, and all costs and officer's commissions, including watchmen's wages and further including a sum equal to five (5%) percent of the amount of the levy as commissions to the constable or other person making the levy, shall immediately attach and become a part of the claim of said Landlord for rent and any tender of rent without said costs, commissions and charges made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of said Landlord. Tenant hereby expressly waives the benefit of all laws now made or that may hereafter be made regarding any limitation as to the goods upon which, or the time within which distress is to be made after removal of goods, and further relieves the Landlord of the obligation of proving or identifying or appraising such goods and said Tenant hereby agrees to leave no goods of any kind for use on the Leased Premises with the understanding that such goods shall be exempt from levy for rent and other charges herein reserved as rent, it being the purpose and intent of this provision that all goods of Tenant, whether upon the Leased Premises or not, shall be liable to distress for rent. Tenant waives in favor of Landlord all rights under the Landlord and Tenant Act of 1951, and all supplements and amendments thereto that have been or may hereafter be passed, and authorizes the sale of any goods distrained for rent at any time after five (5) days from said distraint without any appraisal and/or condemnation thereof. Tenant further waives the right to issue a Writ of Replevin under the Laws of the State of Pennsylvania now in force or which may be hereafter enacted, for the recovery of any articles and goods seized under a distress for rent or levy upon execution for rent, damages or otherwise, and all waivers mentioned herein are hereby extended to apply to any such action. In addition to the foregoing, Landlord shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises, using as much force as necessary and such property may be removed and stored in a public warehouse at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

B. Should Landlord elect to re-enter the Leased Premises as provided in this Lease, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law it may either terminate this Lease or it may from time-to-time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of



such reletting, including, brokerage fees payable by Landlord to its agent under both the existing letting hereunder and the reletting, and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

C. Tenant further agrees and it is hereby made a condition of this Lease, or any extension thereof, that if Tenant shall commit any of the breaches enumerated in Section 25 hereof, then Landlord, in the event of any such breach or breaches, at its sole option, may give Tenant a Notice of Intention to end the term of this Lease at the expiration of five (5) days from the service of such Notice of Intention, and upon the expiration of said five (5) day period this, Lease and the term and estate hereby granted (whether or not the term shall theretofore have commenced) as well as all of the right, title and interest of the Tenant hereunder shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein originally specified for the expiration of the term herein demised; and Tenant shall then immediately quit and surrender to Landlord the Leased Premises, including, any and all buildings and improvements thereon, and Landlord may enter into and repossess the Leased Premises by summary proceedings, detainer, ejectment, or otherwise and remove all occupants thereof and at Landlord's option, any property thereon without being liable to indictment, prosecution of damage therefore.

D. Should Landlord at any time terminate this Lease for any breach hereof or exercise its right of re-entry hereunder, then, in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees and the amount of rent and charges equivalent to rent reserved in this for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord and Landlord shall thereafter pay to Tenant, at such time or times as Landlord shall be in receipt of the same, the rent for the Leased Premises for the remainder of the stated term collected from tenants thereafter using the premises, up to the amount of the rent reserved which has theretofore been collected from Tenant, less costs of reletting, including brokerage commissions, attorney's fees, costs incurred in making repairs, replacements or decorations in the Leased Premises, advertising expenses and all other costs and expenses incidental or consequent to such reletting. It is hereby further understood that any such reletting may be for a period shorter or longer than the remaining term of this Lease, but in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled to credit in respect to any net rents from such a reletting (except to the extent that such net rents are actually received by Landlord). Landlord shall in no event be responsible or liable for any failure to relet the Leased Premises or any part thereof, nor for failure to collect the rental therefore under such reletting.

E. In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other amount due under the provisions of this lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including, all court costs and reasonable attorney's fees.

F. In the event of any default hereunder, Tenant agrees that thereupon and in such event the whole rent reserved for the balance of the term and all other sums payable hereunder as rent for the balance of the term or any part thereof shall immediately become due and payable in advance, and Landlord may immediately proceed to distain, collect,, confess judgment or bring action for the said whole rent or such part thereof provided for in case of rent in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such rent, or Landlord may institute any other proceedings, whether similar to the foregoing or not, to enforce payment thereof.

G. In the event Tenant breaches or threatens to breach this Lease prior to possession, in addition to any other rights accruing to Landlord by operation of law or equity, by or under any legal proceedings, or by the provisions of this Lease, Landlord may cancel this Lease by giving Tenant five (5) days written notice of its intent to do so whereupon all security deposits will be retained by Landlord as liquidated damages and Landlord, at its option, may proceed to relet the Leased Premises with no liability or obligation to Tenant whatsoever. This Section shall be self-operative and no further instrument of cancellation shall be required of Tenant and Landlord.

H. It is further agreed that in the event of a breach or threatened breach by Tenant of any of the agreements, conditions, covenants or terms hereof, Landlord shall have the right to injunctive relief to restrain the Tenant and the right to invoke any remedy allowed by law or in equity whether or not other remedies, indemnity or reimbursements are herein provided. It is further agreed that each and every right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or any or all other rights or remedies provided for in this Lease or now or hereafter existing at law of in equity or by statute or otherwise.

23. QUIET ENJOYMENT. Landlord does covenant that Tenant on paying the rent and performing the covenants aforesaid shall and may peaceable and quietly have, hold and enjoy the said Leased Premises during all terms of this Lease.

24. WAIVER. Neither Landlord nor Tenant shall be deemed to have waived any provisions of this Lease, including breach of any term, covenant, provision of this Lease, unless the same has been specifically waived by Landlord or Tenant, as the case may be, in a writing executed by an authorized officer of Tenant or Landlord. Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. NOTICES. Whenever any demand, request, approval, consent or notice (“Notice”) shall or may be given by one party to the other, Notice shall be addressed to the parties at their respective addresses set forth as follows:

Notice to Landlord shall be addressed to: Township Manager  
Township of Radnor  
301 Iven Avenue  
Wayne, PA 19087

Notice to Tenant shall be addressed to:

Any such notices shall be and delivered by a nationally recognized overnight express courier (e.g.: FedEx), or registered or certified mail return receipt requested, postage prepaid. The date of actual receipt shall be deemed the date of service of Notice. In the event an addressee refuses to accept delivery, however, then Notice shall be deemed to have been served on either (i) the date delivery is refused, (ii) the next business day in the case of delivery by overnight courier, or (iii) three (3) business days after mailing the notice in the case of registered or certified mail. Either party may, at any time, change its Notice address by giving the other party Notice, in accordance with the above, stating the change and setting forth the new address.

26. RECORDING. Neither this Lease nor any memorandum thereof shall be recorded without the written consent of Landlord and Tenant.

27. SURRENDER AND HOLDOVER.

A. Tenant, upon expiration or earlier termination of this Lease, or any renewal or extension hereof, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Leased Premises in “broom-clean” condition and in good repair. In the event that Tenant shall fail to surrender the Leased Premises, Landlord in addition to all other remedies available to it hereunder, shall have the right to receive, as liquidated damages for all the time Tenant shall so retain possession of the Leased Premises or any part thereof, an amount equal to twice the minimum rent, provided, however, that nothing contained in this section shall be deemed or construed as conferring upon Tenant a right to remain in possession of the Leased Premises beyond the expiration or termination of the Lease, or any extension or renewal hereof.

B. In the event Tenant shall remain in possession of the Leased Premises with Landlord’s consent but without having executed a new Lease or an extension or renewal of the within Lease, then Tenant shall be deemed to be in occupancy and possession of the Leased Premises as a Tenant from month to month, subject to all the other terms, conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy. In the event that there occurs such consensual holdover as aforesaid, and if either party thereafter

desires to terminate said occupancy at the end of any one month period following the expiration date of the term of this Lease, the parties so desiring to terminate the same shall give the other party at least thirty (30) days written notice to that effect.

28. WAIVER OF LIENS. Tenant agrees that in the event that the Landlord gives written approval and permits any alterations or repairs to be made to the Leased Premises, that before any work is started or performed, a Waiver of Liens shall be prepared by the Landlord at the Tenant's expense and signed by the contractor and/or materialmen and the Landlord. That said Waiver of Liens shall be filed of record at the Tenant's expense in accordance with the Mechanic's Lien Laws of the Commonwealth of Pennsylvania. The parties hereto agree that a Waiver of Liens will only be required where the improvements or repairs are in excess of Five Thousand (\$5,000.00) Dollars.

29. COVENANTS RUN TO HEIRS. It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements, and undertakings in this Lease contained shall extend to and be binding on the respective successors and assigns of the respective parties hereto and the same as if they were in every case named and expressed.

30. LIMITATION OF LANDLORD'S LIABILITY.

A. Landlord shall have absolutely no personal liability with respect to any provision of this Lease, or any obligation or liability arising therefrom or in connection therewith unless such liability is the result of Landlord's or Landlord's agents or invitees negligent act(s) or omissions.

B. All property (whether real, personal or mixed) at any time located in or upon the Property shall be at risk of the Tenant only, and Landlord shall not become liable for any damage to said property or to Tenant, or to any other person or property caused by water leakage, steam, sewage, gas or odors or to any damage whatsoever done or occasioned by or from any boiler, plumbing, gas, water, steam or other pipes, or any fixtures or equipment or appurtenances whatsoever, unless said damages are a result of Landlord's or Landlord's agents or invitees negligence or act(s) or omissions.

31. NO MODIFICATION. This Lease is intended by the parties as a final expression of their agreement as a complete and exclusive statement of the terms thereof. All prior negotiations, considerations and representations between the parties (oral or written) having been incorporated herein. No course of proper dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. No representations, understandings, agreements, warranties or promises with respect to the Leased Premises, the Property, the Adjacent Parcel and/or the Building or with respect to past, present or future activities, tenancies, rents, expenses, operations, or any other matter have been made or relied upon in the making of this Lease, other than those specifically set forth herein. Except as otherwise provided under this Lease, the Property is being delivered as is. This Lease may only be modified, or a term thereof waived, by a writing signed by an authorized officer of both Tenant and Landlord.

32. SEVERABILITY. If any term or provision of this Lease, or the application thereof

to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be enforced to the fullest extent permitted by law.

33. RELATIONSHIP OF PARTIES. This Lease shall not create any relationship between the parties other than that of Landlord and Tenant.

34. ENVIRONMENTAL MATTERS.

A. Tenant shall not cause or allow the generation, use, treatment, storage, emission, spill, release, discharge or disposal of Hazardous Substances (as hereinafter defined) existing on or near the Property, except that Tenant may handle waste generated from Tenant's operations provided the same is stored, handled and disposed of in accordance with all applicable laws.

B. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be responsible for the clean-up or remediation of any Hazardous Substances existing on or near the Property on or before the date of this Lease.

C. Tenant will indemnify and hold harmless Landlord, its successors and assigns, from and against any and all liabilities, actions, demands, penalties, losses, costs or expenses (including, without limitation, reasonable attorney's fees, consultants' fees and remedial costs), suits, costs of any settlement or judgment and claims which may be paid, incurred or suffered by Landlord as a result of the presence on or under the Property of Hazardous Substances, which presence is due to any act or omission of Tenant which is (1) negligent, (2) unlawful, or (3) in violation of Tenant obligations pursuant to this Lease. Neither Landlord nor Tenant shall be liable under this Subsection C for the acts or omissions of third parties.

D. "Hazardous Substances" shall mean hazardous or toxic substances, wastes, materials, pollutants and contaminants which are regulated by or included in any law, rule, regulation, or ordinance, enacted, issued or promulgated by any federal, state or local government entity or authority having jurisdiction over the Building, the Property or Tenant's business therein.

35. AUTHORSHIP. Neither party to this Lease shall be benefited or burdened by any rule of document interpretation or construction that otherwise would construe a document or provision against the interest of the author of that document or provision.

36. CAPTIONS. The captions, headings, article and section numbers, and index appearing in this Lease have been inserted only for convenience of reference and are intended in no way to define, limit, construe, or circumscribe the scope or intent of the sections or articles designated thereby nor in any way to affect this Lease.

37. ACCORD AND SATISFACTION. Payment by Tenant or receipt by Landlord of a lesser amount of rent or other charges herein stipulated shall be deemed to be on account of the earliest stipulated rent or other charges, and no endorsement or statement on any check or any

letter accompanying any check payment as rent. Other charges shall be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or other charges or pursue any other remedy in this Lease against Tenant.

38. GOVERNING LAW. This Lease shall be construed in accordance with the laws of Pennsylvania. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed and their respective seals thereunto affixed as of the day and year first above written.

WITNESS:

\_\_\_\_\_

LANDLORD: RADNOR TOWNSHIP

By: \_\_\_\_\_

Name: Jack Larkin

Title: President, Board of Commissioners

WITNESS:

\_\_\_\_\_

TENANT: PHILADELPHIA AREA SCHOOL  
BUSINESS OFFICERS ASSOCIATION

By: \_\_\_\_\_

Name:

Title:

**RESOLUTION NO. 2021-24**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, ENGAGING THE COHEN LAW GROUP TO PROVIDE A COMPREHENSIVE REVIEW OF THE TOWNSHIP'S CURRENT WIRELESS COMMUNICATIONS CODE AND PROVIDE AN ORDINANCE AMENDMENT, DESIGN GUIDELINES, AND OTHER RECOMMENDATIONS AS NEEDED**

**WHEREAS**, the Township currently has Article XXVIII of the Zoning Code entitled, "Wireless Communication Systems"; and

**WHEREAS**, the existing Code has only minimal provisions for wireless facilities in the right-of-way, no longer complies with federal law, does not provide the Township with adequate legal protections, and does not include critical design guidelines for wireless towers and antennas; and

**WHEREAS**, S&P Global Market Intelligence reports that wireless communication is expected to grow substantially from 200,000 distributed antenna systems ("DAS") to over 1 million by the end of 2026; and

**WHEREAS**, Radnor Citizens have expressed both interest for needed additional wireless communication sites and concern over existing infrastructure locations; and

**WHEREAS**, the Board of Commissioners wishes to hire a legal expert in the area of wireless communications to perform a comprehensive review of the current Code and provide improvements by way of a replacement / amended Ordinance along with important design guidelines for future DAS infrastructure to be located in Radnor Township; and

**WHEREAS**, the Cohen Law Group are experts in this field, having assisted communities throughout the Commonwealth of Pennsylvania.

**NOW, THEREFORE**, it is hereby **RESOLVED** that the Radnor Township Board of Commissioners engage the Cohen Law Group to review the existing Radnor Code, prepare an amended / rewritten wireless facilities ordinance and design guidelines at an estimated cost of \$7,500.

**SO RESOLVED**, this 8<sup>th</sup> day of February, A.D., 2021

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
Name: William White,  
Title: Township Manager / Secretary

# Radnor Township



## PROPOSED LEGISLATION

**DATE:** February 2, 2021

**TO:** Board of Commissioners

**FROM:** William White, Township Manager

**LEGISLATION:** Resolution 2021-24 Engaging Cohen Law Group to perform a comprehensive review and rewrite/amendment to the Township's existing Wireless Communications Systems Code (Article XXVIII of the Zoning Code)

**LEGISLATIVE HISTORY:** Article XXVIII "Wireless Communication Systems" was added to the Township's Zoning Code back on May 11, 1998 via Ordinance 98-06

**PURPOSE AND EXPLANATION:** The demand for additional and/or stronger wireless data signals is only going to increase in the coming years. In fact, Radnor has at least one neighborhood interested in adding additional facilities to improve poor signal strength now. At the same time, Radnor also has Residents concerned with the safety and location of existing wireless facilities. Now is the time for the Board to engage in the conversation and make the necessary Code revisions needed to guide future installation of facilities and better understanding of the topic.

As it stands today, the existing wireless communications systems ordinance has become outdated and according to a cursory review by the Cohen Law Group, lacks adequate provisions for wireless facilities in the right-of-way, is no longer compliant with federal law, does not provide Radnor with necessary legal protections, and does not include critical design guidelines for wireless towers and antennas.

The purpose of this engagement is to work with Cohen Law Group to provide a comprehensive review resulting with the following:

- Rewritten / Amended Ordinance for the Board's discussion, review, and adoption
- Added design guidelines for wireless facilities and antennas for future installation requests
- A better understanding of the Township's legal rights and control as this market continues to grow

**FISCAL IMPACT:** Cohen Law Group has proposed an estimated cost of \$7,500 to be paid from the Administration's Special Legal Expense budget in the General Fund. The estimate is made up of 25 hours at \$300 per hour and will include the above-mentioned deliverables.

**RECOMMENDED ACTION:** The Administration, after discussions with neighborhood groups, wireless facility companies, concerned Residents, the Solicitor, and with Cohen Law Group, recommends adoption of Resolution 2021-24



## ORDINANCE NO. 2021-03

### AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING ARTICLE XIX, DENSITY MODIFICATION OF THE RADNOR TOWNSHIP ZONING ORDINANCE BY INCREASING THE REQUIRED OPEN SPACE FOR SUCH USES AND AMENDING SECTION 280-115 BY ESTABLISHING AN OPEN SPACE REQUIREMENT FOR OTHER RESIDENTIAL USES

*WHEREAS*, the Board of Commissioners has determined that residential Density Modification uses require the set aside of useable open space; and

*WHEREAS*, the Board desires to provide an open space requirement for other multi- unit residential type uses; and

*WHEREAS*, open space areas increase property values and conserve natural resources.

*NOW, THEREFORE*, be it *ORDAINED* and *ENACTED* as follows:

#### **Section 1.**

Article XIX Density Modification is hereby amended by revising Section 280-91 Common Open Spaces, Subsection A. as follows:

#### **§ 280-91. Common Open Space.**

- A. Not less than 25% of the tract area shall be designated in the subdivision or development plan as common open space. Common open space may not include required buffer yards, floodplain or wetlands. No more than 10% of the required common open space may be used to meet the plan's stormwater management requirements and all required common open space shall be contiguous unless the Board of Commissioners approves otherwise.

#### **Section 2.**

Article XX General Regulations is hereby amended to add a new **Section 280-115.6 Open Space Requirements**, to read as follows:

#### **§ 280-115.6 Open Space Requirements**

In addition to the uses identified in Section 280-68 B., residential uses providing support services such as memory care, continuing care, senior living, and similar uses shall provide 15% common open space of the tract area, which may not include required buffer yards, floodplain or wetlands. No part of the required common open space may include stormwater facilities and all common open space shall be contiguous unless the Board of Commissioners approves otherwise.

**Section 3.**

Repealer. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

**Section 4.**

Severability. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.

**Section 5.**

Effective Date. This Ordinance shall become effective in accordance with the Home Rule Charter of Radnor Township.

*ENACTED* and *ORDAINED* this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
William White, Secretary

# Reports of Standing Committees

New Business

# Old Business

# Public Participation

Adjournment