

BOARD OF COMMISSIONERS
AGENDA
Monday, February 8, 2016 - 6:30 PM

Pledge of Allegiance

Notice of Executive Session on February 8, 2016

1. 2015 Skunk Hollow Garden Annual Report
2. Appointments to Various Boards and Commissions
3. Resolution #2016-27 – Observation of Black History Month
4. Video Tribute to Emlen Tunnell
5. Consent Agenda
 - a) Disbursement Review and Approval: 2016-1B; 2016-1C; 2016-1D
 - b) Staff Traffic Committee Meeting Minutes - January 20, 2016
 - c) Resolution #2016-23 - Authorizing Radnor Township to Declare a State of Local Emergency within Radnor Township
 - d) Resolution #2016-28 - Amending Resolution 2016-01 dated January 4, 2016 in order to transfer \$3,000.00 from the 2016 Police Capital Fund designated for the purchase of police bicycles to the purchase of new vehicles for the Patrol Division
 - e) Consideration of a Motion to Approve the Certificate of Appropriateness:
 - HARB-2016-03 – 423 St David’s Road - Amend prior HARB approval (HARB-2015-21) to enlarge the enclose first floor porch to 10' x 20'
6. Public Participation
7. Committee Reports

PARKS & RECREATION

- A. Discussion and Direction by the Board of Commissioners on the Willows Mansion

PUBLIC WORKS & ENGINEERING

- B. Ordinance #2016-03 (***Introduction***) - Approval for the Stormwater Fund Capital Budget
- C. Resolution #2016-16 - Amending Resolution 2015-58, Establishing a Stormwater Facility Rebate Program

PERSONNEL & ADMINISTRATION

- D. Ordinance #2016-02 (***Introduction***) - Approving the Agreement of Sale by and between Radnor Township and 240 Radnor Chester Road Investment, LP for a Property Located at 240 Radnor Chester Road

PUBLIC SAFETY
COMMUNITY DEVELOPMENT
FINANCE & AUDIT
LIBRARY
PUBLIC HEALTH

Old Business

New Business

Public Participation

Adjournment

Annual Report - 2015 – Skunk Hollow Community Garden

“The mission of the Skunk Hollow Community Garden is to be a garden sanctuary, empowered by a diverse variety of Radnor residents working together, sharing a keen awareness of nature’s interconnected web of life and therefore interested in utilizing and promoting more organic gardening methods and in sharing their experiences and abundant surpluses with others through local outreach programs.” [Mukund Prabhu]

Once again the Garden expanded, bringing our family units to 63. Why? Gardeners moved, others reduced their space needs, some found that they had insufficient time or effort in the garden and resigned. Those resigning are always invited to re-apply at a later time.

In 2015, the new ‘community crop’ raised beds, near the bottom of the garden, were planted with White potatoes, Sweet Potatoes, Edamame Beans, Corn & Pole Beans and Zinnias. In late fall, 2 beds, for spring 2016 harvest, were planted with spinach.

The garden policy is that in order to bring a fresh viewpoint to the organization, each fall some ‘Advisory board’ members resign and committed first-year gardeners are invited to join. There is an election of new delegates during the fall meeting and the Advisory Board reformed: Katrina Ogilby and Sara Pilling, Betty Mackey, Mary Coe, Mukund Prabhu, Rick Browne, Francis deRoos, Mari Schaefer, Liz Younkins, Susan Stern and Johanna Horn. The board met three times through the year to discuss issues and to set policy.

The Organizing Meeting for all gardeners was held in late January at the Memorial Library of Radnor. Applications, Garden Agreements, Liability Releases and the \$50 BOC designated fee were received, plot locations were assigned to the new gardeners and information was shared.

Responding to requests for additional gardening information, on March 8th, a workshop on Soils was held at the Radnor United Methodist Church. Twenty gardeners from our garden as well as gardeners’ guests attended.

The winter of 2014-2015 was LONG and VERY cold. Spring did not really arrive until early April; in mid-April, at a depth of 6-inches the soil was still frozen!! This delayed Early Spring planting dates and Peas and white Potatoes missed their ‘ideal’ planting. Nevertheless, spring temps were cool and most did get a harvest. The spring/summer weather just did not give us a break. NOAA & NASA have just announced that 2015 was the warmest year on record. In addition, the garden struggled with multiple periods of drought – April/May and August through October. It is a credit to the gardeners, as indicated by our bounteous harvest; they added compost and watered sufficiently.

With the first observations that spring might be coming, activities at Skunk Hollow Community Garden began to ramp up. By early April most gardeners spent Saturday mornings preparing the garden for summer: pruning grapes, prepping the asparagus bed, pruning and planting additional raspberries, additional herbs for the garden and planting their own early spring crops: beets, carrots, broccoli, lettuce, peas.

In order to improve watering, one additional water outlet was retrofitted ½ down the 2nd vertical aisle. With the [prior] improvement of moving the electric switch for the pump/tank and with additional water sources, the garden did not run out of water.

Thank you to all the gardeners who took responsibility for monitoring the tank and refilling as necessary!

As to the bees, with luck and the skill of our apiarist, Ed Pieters, the hives [placed in 2014] DID survive the winter well. Ed divided two into 4 and he was able to harvest sufficient honey to allow the gardeners to purchase 84 one pound bottles of our very own 'Skunk Hollow Honey'. Purchased @\$9.00 and sold for \$10.00, we offered a rebate of \$1.00 of bottle return - in order to encourage recycling. The profit was \$26.

When 'spring' finally arrived and despite long periods of little to no rainfall, the weather turned out to be ideal for growing, with cool temps, few insect pests [but lots of voles and mice who ate our root crops]. All in all, the harvest was excellent, particularly for peas, beans, tomatoes, squash, and peppers.

For a fourth year the gardeners participated in the ingathering for Loaves and Fishes, Prospect Park, gathering vegetables from late June into early September. Using the new system, suggested by KC Layfield, red flags on stakes guided the harvesters in maximizing our ingathering. Harvesters felt free to 'graze' [not pick-off] veggies from each garden, resulting in less waste and a far larger harvest. MOMs, the organic market in Bryn Mawr, was used to determine the price point for our collected vegetables. The total ingathering for 2015 totaled \$3854.60.

Most significantly, the harvest weights for some vegetables included:

Beans: Bush and Pole = 101 pounds

Tomatoes: 137 pounds, plus 76 pounds of Roma tomatoes

Cherry Tomatoes: 130 pints

Summer Squash, both yellow & zucchini: 369 pounds

Near the conclusion of the gardening season, a survey was sent to each gardener. With 51% participation, the surveys indicated that 127 family members regularly ate from the garden and our gardeners shared their harvest with an additional 177 families! There seemed to be an uptick in food preservation!

U.S.D.A. provides a statistical formula to determine a dollar value for optimal use in raised bed gardens – Number of seasons planted x sq. ft of garden x consumer price index = Dollar value of food produced. In a perfect world, each planting bed would have provided \$495. Extended out, with 126 planting beds [3/plot x 40 plots + community beds], the dollar yield could yield in excess of \$60,000.

Once again various school groups and others asked to come work with us and learn about the garden. It is garden policy to work WITH interested groups, rather than have them work for us. We were visited by:

- Agnes Irwin's School 2nd & 3rd graders had a wonderful time planting pole and Edamame beans, playing with worms and soil insects and participating in a scavenger hunt, as designed by their teacher-leader, Sarah Kinder.
- Haverford School – 7th and 8th grade – While having a good time, in 2 hours they moved massive amounts of woodchips into paths and aisles. This was their fourth annual visit and we are grateful for their help and enthusiasm. Several gardeners came to help guide the work and to get to know the boys.!
- In September, Haverford School students returned again to work for their fall day of service. There were 2 teams, morning and afternoon. Our intern, Chris Ambrosio, served as their mentor and guide. He set a lively pace and they

accomplished so much, preparing an additional and new planting bed for raspberries, mulching and edging the easternmost aisle and moving woodchips into all lanes and aisles. Their physical support allows us to accomplish more than we could do alone.

- Villanova University – 45 students enthusiastically participated in our garden during their ‘Annual Day of Service’ alongside 18 of our gardeners. They weeded paths and aisles and moved township-provided wood chips to mulch them [and keep down weeds]. They harvested pumpkins for themselves to take back to their dorms. It was a fun, productive day. The students told us that our garden day/work is one of the most popular activities for the Day of Service; 3500 students participate throughout the Delaware Valley.
- Over 100 participants visited the garden during the second ‘Radnor Great American Backyard Campout’. Amy Leader and Nancy deGregorio took leadership, and, based on the AIS model, they designed and facilitated a Scavenger Hunt, the purpose to have the visitors move throughout the garden and to look!
- Throughout the gardening season, gardeners welcomed anyone walking in Willows Park and who expressed their wish to visit the garden.
- SHCG served as a volunteer – community service worksite for a senior at Haverford School. Ultimately, Chris Ambrosio performed close to 90 hours of work, working with leaders and on his own. Additionally, from time to time he brought classmates, thus introducing them to our garden and gardening.
- One of our new gardeners, Tim Ely, is a faculty member of Harcum College. As Harcum was celebrating their 100 years, they created a program, “One Hundred Acts of Service”. On a Saturday morning he brought 12 other faculty members and their spouses and they spent their time creating edging paths filled with woodchips, harvesting peanuts and other late vegetables.

We are grateful that the Township is now including us in their Liability Insurance policy. On an annual cycle, each gardening family signs a Liability release at the time they pay their \$50 Annual Fee. The releases are on file at the Township.

We are fiscally sound and will begin 2016 with a balance of \$ 5090.90. [Financial statement enclosed.]

Respectfully submitted, Sara Pilling and Katrina Ogilby.

Skunk Hollow Community Garden – Financial Report 2015

Beginning Balance 1/1/15

\$4152.83

RECEIPTS	Description	Rec/Exp per subcategory	Final \$\$
	Annual Enrollment @\$50/family unit	\$3000.00	
	Donations	\$1000.00	
	Donations for SHCG Honey	\$ 795.00	
	Reimburse for Bed raising	\$ 90.00	
	Donations for Loaves/Fishes T'ving	\$605.00	
TOTAL Receipts		\$\$ 5490.00	\$\$ 9642.83
EXPENSES			
	Initial purchase honey	\$756.00	
	New Waterline	\$399.94	
	Admin/mtgs/wkshop	\$282.82	
	SHED/signs/upgrades – operating supplies	\$1963.71	
	PLANTS/Seed/supplies	\$372.92	
	Soil/Fertilizer	\$392.77	
	Educational Groups	\$172.37	
	Donation Loaves/Fishes	\$250.00	
	Miscellaneous –	\$142.31	
Total Expenses		\$\$ 4731.83	
	BALANCE to 12/31/2015		\$\$ 4911.00
	BANK SAYS		\$\$ 4771.82
	Difference -	139.18	
	Accts pay for 2015 expenses - sp	\$139.18	
	BALANCES		-\$00.00
	AP for Loaves expenses to Mary Coe pay in 2016	\$502.68	

Appointments to Various Boards & Commissions

RESOLUTION NO. 2016-27

**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 _____ day of _____, 2016.

RADNOR TOWNSHIP

By: _____
Name: James C. Higgins
Title: President

ATTEST: _____
Robert A. Zienkowski, Secretary

Video Tribute to Emlen Tunnell

RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
February 8, 2016

The table below summarizes the amount of disbursements made since the last public meeting held on January 25, 2016. As approved by the Board, the Administration is now making 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.

Link: <http://www.radnor.com/egov/apps/document/center.egov?path=browse&id=22>

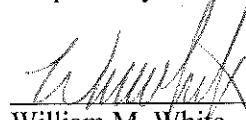
Fund (Fund Number)	2016-1B	2016-1C	2016-1D	Total
	January 22, 2016	January 27, 2016	January 29, 2016	
General Fund (01)	74,707.63	117,548.66	488,600.95	\$680,857.24
Sewer Fund (02)	226.04	0.00	20,400.56	20,626.60
Capital Improvement Fund (05)	47,885.88	20,759.00	4,557.61	73,202.49
Comm. Shade Tree Fund (15)	0.00	0.00	20,800.00	20,800.00
Police K-9 Fund (17)	72.77	0.00	78.28	151.05
\$8 Million Settlement Fund (18)	3,850.00	0.00	0.00	3,850.00
The Willows Fund (23)	0.00	0.00	1,316.58	1,316.58
Total Accounts Payable Disbursements	\$126,742.32	138,307.66	535,753.98	\$800,803.96
<i>Electronic Disbursements</i>	n/a	n/a	n/a	418,900.00
				\$1,219,703.96
Grand Total	\$126,742.32	\$138,307.66	535,753.98	1

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 of 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 insure that amounts obligated are within the budgetary limits established by the Board of Commissioners. Those procedures are monitored on a daily basis 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,



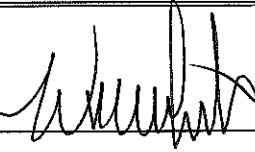
William M. White
 Finance Director

ELECTRONICALLY PAID DISBURSEMENT LISTING

Estimated Through February 22, 2016

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	2/10/2016	1/16 Credit Card Revenue Processing Fees	\$3,500.00 *
Payroll [Bi-Weekly] Transaction - Estimated	01-various	2/11/2016	Salaries and Payroll Taxes - General Fund	\$400,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	2/11/2016	Salaries and Payroll Taxes - Sewer Fund	\$15,000.00
Payroll [Bi-Weekly] Transaction - Estimated	17-various	2/11/2016	Salaries and Payroll Taxes - K-9 Fund	\$400.00
Period Total				\$418,900.00

Submitted:



* Credit card fees are charged to the Township's accounts on the tenth of the month

<u>Original Estimate</u>			<u>Actual Amount</u>
\$400,000.00	1/28/2016	Salaries and Payroll Taxes - General Fund	\$435,930.19
\$15,000.00	1/28/2016	Salaries and Payroll Taxes - Sewer Fund	\$15,248.79
\$400.00	1/28/2016	Salaries and Payroll Taxes - K-9 Fund	\$405.75
\$415,400.00			\$451,584.73
\$10,000.00	1/29/2016	Sick Pay Bonus - General Fund	\$8,628.06
<u>\$1,000.00</u>	1/29/2016	Sick Pay Bonus - Sewer Fund	<u>\$941.92</u>
\$11,000.00			\$9,569.98

RADNOR TOWNSHIP POLICE DEPARTMENT

301 Iven Avenue
Wayne, Pennsylvania 19087-5297
(610) 688-0503 ☎ Fax (610) 687-8852

William A. Colarulo
Police Superintendent

TO: A Staff Traffic Meeting was held on January 20, 2016 and was attended by Commissioner Philip Ahar, Lieutenant Andrew Block, Officers Raymond Matus and Alex Janoski, Highway Patrol, William Gallagher, Supervisor of Parking, Steve McNelis, Supervisor of Solid Waste and Highway, Vera DiMaio, Administrative Assistant, and Radnor residents.

RE: STAFF TRAFFIC COMMITTEE MEETING HELD IN THE POLICE ROLL CALL ROOM, WEDNESDAY, JANUARY 20, 2016

1. Commissioner Higgins requests a crosswalk connecting the shopping center at the White Dog Café to South Bellevue Avenue.

Staff Traffic Committee recommends that the Board of Commissioners approve a formal traffic study to be conducted by traffic engineer Amy Kaminski.

2. Kate Janetta requests permission for the Wayne Elementary 5K in November 2016.

Staff Traffic Committee recommends the approval of the First Annual Wayne Elementary 5K to be held on November 12, 2016. Ms. Janetta, on behalf of Wayne Elementary School has satisfied the application requirements for this event.

3. Miguel Pena of 314 Louella Avenue is requesting an additional speed hump placed in the 300 block of Louella Avenue due to speeding vehicles and children crossing at Louella Avenue and Upland Way. There is a blind curve with numerous vehicles parked obstructing view. Visibility pulling out of his driveway is dangerous due to the above mentioned curve and parked vehicles.

Staff Traffic Committee does not recommend a speed hump be placed on Louella Avenue as it does not meet the requirements of the traffic calming ordinance. Staff Traffic Committee suggests that Public Works paint the road approximately 8ft in each direction of the driveway to increase visibility. Staff Traffic Committee recommends the above painting be conducted by Public Works in Spring 2016.

4. R. Vandari is requesting a handicapped parking space in front of 105 Charles Drive.

Staff Traffic Committee denies request for a handicap parking space in front of 105 Charles Drive as there are handicap parking spaces in the lot where Vandari resides. Staff Traffic Committee recommends that Community Development conduct an assessment of handicap parking spaces in the parking lots pursuant to ADA requirements.

5. Charles Dolan is requesting speed bumps be placed on Rockingham Road due to speeding vehicles and drivers not stopping at the stop signs at Dreer Lane and Lewis Lane.

Staff Traffic Committee will conduct an automated traffic count and will return with the results of the speed study at the next Staff Traffic Committee meeting. Staff Traffic Committee recommends that stop sign enforcement be conducted at the intersections of Rockingham and Dreer and Rockingham and Lewis.

OLD BUSINESS:

1. James Sullivan is requesting Meredith Avenue become a one-way roadway. The roadway is narrow with parking permitted on the street.

Staff Traffic Committee recommends that this item be tabled as additional community notifications are to be made. This item will be revisited in a future STC meeting.

RESOLUTION NO. 2016-23

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING THE PRESIDENT OF THE RADNOR TOWNSHIP BOARD OF COMMISSIONERS TO DECLARE A STATE OF LOCAL EMERGENCY WITHIN RADNOR TOWNSHIP.

WHEREAS, on or about January 22-24, 2016, a major winter storm named 'Jonas' will be impacting the Philadelphia metropolitan area including Radnor Township, Delaware County, with the potential to cause injury, damage, and suffering to the persons and property of Radnor Township, Delaware County Pennsylvania; and

WHEREAS, the National Weather Service has issued a Blizzard Warning for the area which could have snow accumulation levels nearing 24 inches, which could endangered the health, safety, and welfare of a substantial number of persons residing in the township and threatens to create problems greater in scope than Radnor Township may be able to resolve; and

WHEREAS, emergency management measures are required to reduce the severity of this disaster and to protect the health, safety and welfare of affected residents in Radnor Township; and

WHEREAS, we direct the Radnor Township Emergency Management Coordinator to coordinate the activities of the emergency response, to take all appropriate action(s) needed to alleviate and mitigate the effects of this disaster, to aid in the maintenance and restoration of essential public services, and to take any other emergency response action deemed necessary to respond to this disaster emergency.

NOW, THEREFORE, it is hereby *RESOLVED*, that the Radnor Township Board of Commissioners, pursuant to the provisions of Section 7501 of the Pennsylvania Emergency Management Services Code, 35 PA., C.S.A., Section 7101 et seq., do hereby declare the existence of a disaster emergency in Radnor Township.

SO RESOLVED, this 8th day of February, 2016.

RADNOR TOWNSHIP

By:

Name: James C. Higgins
Title: President

ATTEST:

Robert A. Zienkowski, Township Manager/Secretary

RESOLUTION NO. 2016-28

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING RESOLUTION 2016-01 FOR THE PURCHASE OF FOUR NEW POLICE VEHICLES FOR USE BY THE RADNOR TOWNSHIP POLICE DEPARTMENT.

WHEREAS, the Township of Radnor adopted Resolution 2016-01, approving the purchase of four (4) new vehicles for use by the Radnor Township Police Department; and,

WHEREAS, the Township now desires to amend Resolution 2016-01 in order to transfer \$3,000.00 from the 2016 Police Capital Fund designated for the purchase of police bicycles to the purchase of new vehicles for the Patrol Division in accordance with Resolution 2016-01.

NOW, THEREFORE, it is hereby *RESOLVED* that the Radnor Township Board of Commissioners does hereby adopt this amendment to Resolution 2016-01.

SO RESOLVED, this 8th day of February A.D., 2016.

RADNOR TOWNSHIP

By: _____

Name: James C. Higgins
Title: President

ATTEST: _____

Robert A. Zienkowski, Township Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: 02/01/2016

TO: Robert A. Zienkowski, Township Manager

FROM: Christopher Flanagan, Lieutenant

LEGISLATION: Amending Resolution 2016-01, Resolution to purchase four (4) new 2016 Ford Police Vehicles dated January 4, 2016.

LEGISLATIVE HISTORY: Request for legislation/new.

PURPOSE AND EXPLANATION: Resolution 2016-28 is amending Resolution 2016-01 dated January 4, 2016, requesting to purchase four (4) vehicles; (1) Ford Expedition (AWD); (1) Ford Escape (AWD); (1) Ford Full Size Van; and (1) Ford Pick-up Truck (AWD). This amendment is to transfer \$3,000.00 from the 2016 Police Capital Fund designated for the purchase of Police bicycles to the purchase of vehicles for Patrol.

FISCAL IMPACT: \$3,000.00. The vehicles purchased will be drawn from the 2016 Pennsylvania COSTARS Program. The funds for this purchase requisition will come from the 2016 Capital Improvement Fund #05-410.4830.

RECOMMENDED ACTION: I recommend the Legislation be passed to amend Resolution 2006-01 dated January 4, 2016 to transfer \$3,000.00 from the 2016 Police Capital Fund designated for the purchase of Police bicycles to the purchase of vehicles for Patrol.

MOVEMENT OF LEGISLATION: Adoption at the February 8, 2016 Board of Commissioners Meeting.

CERTIFICATE OF APPROPRIATENESS

Radnor Township Historical and Architectural Review Board
Radnor Township, Pennsylvania



NAME OF OWNER: RAMPULLA THOMAS & MELISSA
OWNER ADDRESS: 423 ST DAVIDS RD, WAYNE, PA 19087
ADDRESS OF PROPERTY: 423 ST DAVIDS RD , ST DAVIDS PA 19087
APPLICATION NUMBER: HARB-2016-03

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

Amend prior HARB approval (HARB-2015-21) to enclose first floor porch to 10' x 20'
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:

Approved as submitted

ISSUED: Monday, February 08, 2016

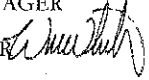
TOWNSHIP OFFICIAL

ACCEPTED BY APPLICANT

James C. Higgins, President

Public Participation

INTEROFFICE MEMORANDUM

TO: ROBERT ZIENKOWSKI, TOWNSHIP MANAGER
FROM: WILLIAM M. WHITE, FINANCE DIRECTOR 
SUBJECT: CARFAC RECOMMENDATION ON WILLOWS MANSION LEASE
DATE: 2/4/2016
CC: ROBERT TATE, ASSISTANT FINANCE DIRECTOR/IIR MANAGER



Finance
Department

CARFAC convened a special meeting on January 28, 2016 in the Administration Area of the Township Building for the sole purpose of reviewing and making a recommendation to the Board of Commissioners regarding the proposed lease of the Willows Mansion to the St. David's Nursery School. In attendance that evening were CARFAC members Mark Blair (Chair), Ed Caine, Carl Rosenfeld, Michael Antonoplos, Jeff Ruben, Leo Marte, and Mary Hoeltzel as well as 7th Ward Commissioner Phil Ahr, Bob Tate, you and me.

After a comprehensive review of the proposal, CARFAC unanimously approved the following:

“A motion recommending that the Board of Commissioners proceed in developing a lease agreement with the St. David’s Nursery School provided that CARFAC has an opportunity to review the final agreement before ratification.”


The minutes from the meeting are available on the CARFAC webpage. Please let me know if there are any questions.

MEMORANDUM



DATE: January 30, 2016

TO: Radnor Township Board of Commissioners

FROM: Tammy Cohen, Director of Recreation & Community Programming 

SUBJECT: Parks & Recreation Board Motion Regarding St. David's Nursery School Proposal to Improve and Operate the Willows Mansion

At the January 14, 2016 Parks and Recreation Board Meeting, a presentation was given to the board by representatives of St. David's Nursery School to improve and operate the Willows Mansion. Considerable discussion occurred with members of the board, members of the public and staff.

At the meeting, The Parks and Recreation Board made the following motion regarding St. David's Nursery School's proposal, of which I would like to make you aware:

On behalf of the Parks and Recreation Board, a motion was made to recommend that the Board of Commissioners enter into negotiations for a long-term lease agreement with St. David's Nursery School to improve and operate in the Willows Mansion with the following important considerations:

- 1. All rent/revenues that are generated from the lease agreement should be allocated to future improvements to the Willows for structural issues related to the Mansion.***
- 2. There should be a clear understanding of the possible structural issues and/or hazardous materials that may exist, and what the cost to the Township is anticipated to be, if any.***
- 3. Safety and emergency communications should be addressed by St. David's Nursery School.***
- 4. There should be clarification regarding the public usage of the Mansion during St. David's Nursery School's off-hours and these should be defined based on what types of usage will be permitted and attention given to the issue of management of that public usage should the lease with St. David's Nursery School go forward.***

The above motion carried unanimously with a vote of 9-0 with no one abstaining.

cc: Robert Zienkowski, Township Manager
Andrew Santillo, Parks & Recreation Board Chair

**ORDINANCE 2016-03
RADNOR TOWNSHIP, PA**

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, UPDATING THE 2016 CAPITAL
BUDGETS BY AMENDING THE CAPITAL PLAN TO INCLUDE
THE STORMWATER FUND CAPITAL PROGRAM PURSUANT
TO THE HOME RULE CHARTER**

WHEREAS, the original 2016 Capital Plan did not include a capital budget for the Stormwater Fund (#04) to allow the Stormwater Management Advisory Committee time to review and make their recommended plan; and

WHEREAS, the Stormwater Management Advisory Committee has submitted a capital plan that has been incorporated into the Township-Wide Capital Plan; and

WHEREAS, The Board of Commissioners wishes to amend the 2016 Capital Plan previously adopted in Ordinance #2015-20 to include the attached Stormwater Fund Capital Plan.

NOW, THEREFORE, be it hereby *ENACTED* and *ORDAINED* as follows:

That the amendments identified in Exhibit A attached hereto are incorporated into the Township's 2016 Capital Plan and Appropriation Budget.

EFFECTIVE DATE: This ordinance shall take effect in accordance with the Radnor Home Rule Charter

REPEALER: That any Ordinances, or parts of Ordinances, conflicting with this Ordinance is hereby repealed to the extent of such inconsistency.

SEVERABILITY: If any sentence, clause, section or part of this Resolution 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 the 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 twenty-second day of February, 2016.

RADNOR TOWNSHIP

By: _____
Name: James C. Higgins
Title: President

ATTEST:
Name: Robert A. Zienkowski
Title: Township Manager / Secretary

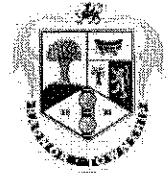
Ordinance 2016-03 Exhibit A

Projected Radnor Township Stormwater Budget 2016-2020
 Prepared by: PRB. Mods by JJS
 Date: 12/29/15

= Target % of SW funding (year-to-year).
 = Differing from target % of SW funding

YEAR (actual \$ and %)	2015\$	2015%	2016\$	2016%	2017\$	2017%	2018\$	2018%	2019\$	2019%	2020\$	2020%
PLANNED REVENUES												
Stormwater Fee Revenue	\$1,010,500		\$1,000,000		\$1,100,000		\$1,000,000		\$1,000,000		\$1,000,000	
Previous Year Balance	\$1,615,853		\$2,267,442		\$977,315		\$561,845		\$381,845		\$381,845	
PLANNED EXPENDITURES												
Repair/Maintenance/MS4	\$212,228	21.0%	\$560,127	56%	\$185,470	17%	\$200,000	20%	\$200,000	20%	\$200,000	20%
Culvert assessments (5)			\$41,500									
Marlbridge Rd replace + inspect			\$244,000									
Marlborough Rd pipe purchase			\$14,627									
Mill Rd culvert - GF			\$160,000									
Televised inspection			\$100,000		\$50,000		\$50,000		\$50,000		\$50,000	
Total committed R/M/MS4 \$\$			\$560,127		\$50,000		\$50,000		\$50,000		\$50,000	
Unused R/M/MS4 \$\$			\$0		\$135,470		\$150,000		\$150,000		\$150,000	
Capital Improvements	\$60,000	5.9%	\$1,600,000	160%	\$1,200,000	109%	\$850,000	85%	\$670,000	67%	\$670,000	67%
North Wayne Station			\$30,000		\$100,000							
Middle School Connection			\$150,000									
Banbury Francis Way			\$607,000		\$600,000							
Township-wide assessment			\$275,000									
Total committed Capital \$\$			\$1,062,000		\$700,000		\$0		\$0		\$0	
Unused Capital \$\$			\$538,000		\$500,000		\$850,000		\$670,000		\$670,000	
Admin/ General SW Engineering	\$84,683	8.4%	\$80,000	8%	\$80,000	8%	\$80,000	8%	\$80,000	8%	\$80,000	8%
Rebate/Credit/Grants	\$2,000	0.2%	\$50,000	5%	\$50,000	5%	\$50,000	5%	\$50,000	5%	\$50,000	5%
%/\$ of current year fees	\$358,911	35.5%	\$2,290,127	229%	\$1,515,470	139%	\$1,180,000	118%	\$1,000,000	100%	\$1,000,000	100%
Year -End Balance	\$2,267,442		\$977,315		\$561,845		\$381,845		\$381,845		\$381,845	

Radnor Township
PROPOSED LEGISLATION



DATE: February 3, 2016

TO: Board of Commissioners

FROM: William M. White, Finance Director 

LEGISLATION: An Ordinance amending the 2016 appropriation budget and Capital Plan to incorporate the Stormwater Fund Capital Plan as recommended by the Stormwater Management Advisory Committee.

LEGISLATIVE HISTORY: The 2016 Operating and Capital Budgets were originally adopted by the Board on December 14, 2015 with Ordinance 2015-20. Ordinance 2016-03 is the first amendment to the 2016 budget.

IMPLEMENTATION SCHEDULE: It is anticipated that Ordinance 2016-03 would be introduced on February 8, 2016 with a public hearing and adoption scheduled for February 22, 2016.

PURPOSE AND EXPLANATION: The purpose of the legislation is to amend the 2016 Budget to include the Stormwater Management Advisory Committee's recommended five year capital plan for the Township's Stormwater Fund (#04). As the Board will recall, the original 2016 Budget and Capital Plan did not include the Stormwater Fund's capital plan to allow the SWMAC additional time to review and develop their recommendations.

FISCAL IMPACT: The adoption of this Ordinance will set a roadmap for the SWMAC and the Board of Commissioners to invest in the various projects identified in the capital plan. Please note that any expense greater than \$7,500 will require separate, specific approval from the Board. In other words, adopting this Ordinance does not bind the Board to this plan as written.

RECOMMENDED ACTION: The Administration respectfully requests that the Board move to introduce Ordinance 2016-03 at the February 8, 2016 meeting with an advertised public hearing and adoption at the February 22, 2016 meeting.

RESOLUTION NO. 2016-16

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AMENDING RESOLUTION
2015-58, ESTABLISHING A STORMWATER FACILITY
REBATE PROGRAM**

WHEREAS, the Stormwater Management Advisory Committee wishes to revise the Resolution 2015-58

WHEREAS, the Stormwater Management Advisory Committee wishes January 1, 2015 to begin the time period to allow qualified projects eligible for rebate

WHEREAS, this Resolution does hereby revise Resolution 2015-58 to note that the start date of eligibility for the rebate is January 1, 2015

NOW, THEREFORE, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby revise Resolution 2015-58 to note that the start date of eligibility for the rebate is January 1, 2015

SO RESOLVED this 8th day of February, 2016, AD

RADNOR TOWNSHIP

By: _____

Name: James C. Higgins

Title: President

ATTEST: _____

Robert A. Zienkowski
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: February 2, 2016

TO: Radnor Township Board of Commissioners

FROM: Stephen F. Norcini, P.E., Director of Public Works *SFN*

CC: Robert A. Zienkowski, Township Manager
William M. White, Finance Director

LEGISLATION: **Resolution #2016- 16: Single Family Residence Stormwater Rebate Program Revision**

LEGISLATIVE HISTORY: At the regularly scheduled Board of Commissioners meeting on June 15th, 2015, the Board of Commissioner's passed Resolution #2015-58, Establishing a Stormwater Facility Rebate Program.

PURPOSE AND EXPLANATION: It has been brought to our attention that it is not perfectly clear in the Resolution that projects completed during the calendar year of 2015 are eligible for the rebate. It may appear that only projects completed after June 15th, 2015 are eligible. The Stormwater Management Advisory Committee wish to clear this up and make it abundantly clear that projects completed in the calendar year of 2015 are eligible for a rebate. Enclosed for your edification are: a copy of the original Resolution #2015-58, the Rebate Application Form, and a memorandum from the Stormwater Management Advisory Committee.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, the clarification of the time period will be effective.

FISCAL IMPACT: None.

RECOMMENDED ACTION: *I respectfully request the Board of Commissioners move Resolution #2016- 16: Single Family Residence Stormwater Rebate Program Revision*

MEMORANDUM

TO: RADNOR TOWNSHIP BOARD OF COMMISSIONERS
FROM: RADNOR TOWNSHIP STORMWATER ADVISORY COMMITTEE
SUBJECT: SWMAC RECOMMENDATIONS ON REVISION TO RESIDENTIAL REBATE PROGRAM
DATE: JANUARY 10, 2016
CC: FILE

On June 15th, 2015 the Radnor Township Board of Commissioners voted (Resolution #2015-58) to create a residential (SFR) rebate program for stormwater facilities purchased by the homeowner. In the resolution, it is implied but not stated that applications are only valid if the equipment purchase date was after June 15th, 2015.

SWMAC is recommending that the Board of Commissioners alter the date so that purchases made after January 1, 2015 would be eligible for a rebate. This will have minimal monetary impact but allow some residents currently denied a rebate to receive one.



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RESOLUTION 2015-58

RADNOR TOWNSHIP

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, ESTABLISHING A STORMWATER FACILITY REBATE PROGRAM IN ACCORDANCE WITH ORDINANCE NO. 2013-15, THE RADNOR TOWNSHIP STORMWATER MANAGEMENT FEE ORDINANCE.

WHEREAS, Radnor Township enacted Ordinance No. 2013-15, the Radnor Township Stormwater Management Fee on October 14, 2013; and

WHEREAS, the Stormwater Management Fee Ordinance permits the Board of Commissioners to establish rules and regulations necessary to implement the policies and procedures set forth in the Ordinance; and

WHEREAS, the Board of Commissioners desires to establish a Homeowner Stormwater Facility Rebate program.

NOW, THEREFORE, it is hereby *RESOLVED* that the Radnor Township Board of Commissioners does hereby approve a Homeowner Stormwater Facility Rebate application form and procedure as set forth on the attached Exhibit "A". The Township Administration is further authorized to establish such policies and procedures necessary to implement the rebate program as set forth on the attached Exhibit "A".

SO RESOLVED, at a duly convened meeting of the Board of Commissioners conducted on this 15th day of June, 2015.

RADNOR TOWNSHIP

By: _____

Name: William Spingler
Title: President

ATTEST: _____

Robert A. Zienkowski, Secretary



Homeowner Stormwater Facility Rebate Application Form

Stormwater Utility users may be eligible for a rebate for the purchase and construction/installation of qualifying stormwater facilities. This form and all requested information shall be submitted to address given below initiating a rebate disbursement.

Electronic submittals are encouraged.

REBATE TYPE

- Rebate applied for: Rain barrel(s) (up to 5) (\$50 each)
 (check all that apply) Rain garden (up to \$250)
 Cistern (\$100)
 Downspout diversion* (up to \$50)

* Diversion of roof downspout runoff from driveways, sidewalks or streets to lawn or garden areas.

PROPERTY INFORMATION

Name: _____

Mailing Address: _____

Property Location (if different): _____

Phone: _____ Cell: _____

Email: _____

APPLICATION REQUIREMENTS

Please supply the requested information for the applicable rebates. Additional documentation may be requested by the Radnor Township Stormwater Advisory Committee:

- Rain Barrel**
- # of rain barrels _____
 - Size in gallons (min. 45 gal) _____
 - Proof of payment for barrel(s)
 - Photo showing connection(s) to downspout(s)
 - Approximate roof area draining to downspout _____ ft²

- Cistern**
- Cistern size in gallons (min. 250 gal) _____
 - Proof of payment for installation or materials
 - Photo showing installation
 - Impervious area draining to cistern (roof, patio, driveway) _____
 - Approximate impervious area draining to cistern _____ ft²

- Rain Garden**
- Sketch of location
 - Dimensions (min. 100 sq ft, 6" min. depression) Area _____ Depth _____
 - Photo of rain garden installed at property
 - Proof of payment for installation or materials
 - Impervious area draining to rain garden (roof, patio, driveway) _____
 - Approximate impervious area draining to rain garden _____ ft²

Downspout Diversion

- Pre- and post-installation photos documenting diversion
- Proof of payment for materials used
- Approximate roof area draining to downspout _____ ft²
- Briefly describe the receiving area for downspout flow

Signature of Property Owner _____ Date _____

I hereby state that the above information is true to the best of my knowledge and acknowledge that any attempt to purposely supply incorrect information may result in denial of the rebate application, elimination of any rebate granted, and restitution of previous rebates. I also understand that, with my permission, Radnor Township or its agents reserve the right to inspect rebated BMP installations to determine effectiveness and/or need for maintenance.

All installation suggestions for storm-water devices are provided based upon nationally recognized best-practices. Radnor assumes no liability for installation or in the unlikely case that the device has a negative consequence

Submit application to:

Radnor Township Stormwater Administrator
301 Iven Avenue
Wayne, PA 19087-5297

Or e-mail with supporting documents attached to stormwater@radnor.org

If you have questions about this program, please contact Dan Wible at stormwater@radnor.org or call

**ORDINANCE NO. 2016-02
RADNOR TOWNSHIP**

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING THE AGREEMENT OF SALE BY AND
BETWEEN RADNOR TOWNSHIP AND 240 RADNOR CHESTER ROAD
INVESTMENT, LP FOR A PROPERTY LOCATED AT 240 RADNOR
CHESTER ROAD**

WHEREAS, Radnor Township ("Township") is the owner of certain property located at 240 Radnor Chester Road consisting of 2,500 square feet, part of Folio No. 36-02-01232-01 ("Property"); and

WHEREAS, 240 Radnor Chester Road Investment, LP ("Purchaser") desires to purchase the property from Radnor Township; and

WHEREAS, Purchaser wishes to enter into an Agreement of Sale with Township; and

WHEREAS, the Board of Commissioners now intends to approve the proposed Agreement of Sale, which is attached hereto and incorporated herein by reference as Exhibit "I".

NOW, THEREFORE, it is hereby **ORDAINED** that the Radnor Township Board of Commissioners does hereby approve the attached Agreement of Sale for the Property.

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this _____ day of _____, 2016.

RADNOR TOWNSHIP

By: _____
Name: James C. Higgins
Title: President

ATTEST: _____

2/1/2016

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (the "Agreement") is dated as of the _____ day of _____, 2016 by and between **RADNOR TOWNSHIP, 301 Iven Avenue, Wayne, PA 19087** (the "Seller") and **240 Radnor Chester Road Investment, LP**, with a mailing address of P.O. Box 545 Deerfield Beach, FL 33443 (the "Purchaser").

BACKGROUND

Seller is the owner of the certain Premises (as hereinafter defined) located within Radnor Township, Delaware County, Pennsylvania which Seller desires to sell and Purchaser wishes to buy known as 36-14-44 Tax Map 36 Block 15 Unit 27 being part of Folio 36-02-01232-01 as further described on the deed attached hereto as **Exhibit "A"** (the "Premises", hereinafter also referred to as the "50x50 Parcel"), upon the terms and conditions set forth in this Agreement.

Purchaser owns the adjacent property located at 240 Radnor Chester Road, Radnor, Radnor Township, Delaware County, Pennsylvania, Folio Number 36-02-01232-01, deed attached hereto as **Exhibit "E"** (the "240 RC Parcel").

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

1. **Agreement to Sell and Purchase.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller all that certain tract or parcel of land consisting of 2,500 square feet described by metes and bounds in **Exhibit "A"** and all easements, rights of way, licenses, privileges, hereditaments and appurtenances, if any, belonging to or inuring to the benefit of the Premises.
2. **Purchase Price.** The purchase price for the Premises (the "Purchase Price") is Fifty Thousand One Hundred Dollars (\$50,100.00). The Purchase Price shall be paid as follows:
 - 2.1 The deposit payment of Five Thousand Ten Dollars (\$5,010.00) submitted by Purchaser with its bid.
 - 2.2 Conveyance to Seller of a Traffic Signal Easement on the 240 RC Parcel, in the form attached hereto as Exhibit "B", pursuant to a plan prepared by Gilmore & Associates, Inc. dated August 4, 2015.
 - 2.3 The balance due from Purchaser at closing for the Premises acquisition will be by wire transfer by bank or title company check in the amount of Ten Thousand Ninety Dollars (\$10,090.00).



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3. **Closing.** Closing under this Agreement (the "Closing") shall take place at the office of First American Title Insurance Company at Two Liberty Place Suite 3010 Philadelphia, PA 19102 or a mutually agreeable alternative location within ninety (90) days from the date of full execution of this Agreement.

4. **Condition of Title.** Except for the restriction described in Section 4.1 of this Agreement, title to the Premises shall be good and marketable and free and clear of all liens, restrictions, easements, encumbrances, leases, tenancies and other title objections, other than those which are reasonably acceptable to Purchaser. In addition, such title shall be insurable, by any reputable title insurance company at regular rates, under a full coverage owner's title insurance policy (2006 ALTA form, or such other form as replaces or supersedes the 2006 ALTA form) and shall include such endorsements as Purchaser reasonably may require. If title to the Premises cannot be conveyed to Purchaser at the time of Closing in accordance with the requirements of this Agreement, then Purchaser shall have the option of (a) applying all or a portion of the Purchase Price to pay any liens of ascertainable amount against the Premises at the time of Closing, taking such title as Seller can convey and waiving the unfulfilled conditions, if any, or (b) terminating Purchaser's obligations under this Agreement, in which case this Agreement shall become null and void and of no further force or effect, and neither Purchaser nor Seller shall have any further liability or obligation to the other under this Agreement except for those obligations expressly stated to survive the termination of this Agreement.

5. **Conditions Precedent to Closing.** The obligations of the parties to perform under this Agreement and complete Closing hereunder is expressly conditioned upon the following:

5.1. Execution by the Purchaser of a Declaration of Covenants and Restrictions on the Premises in a form attached hereto as Exhibit "C".

5.2. Execution by the Purchaser of a Declaration of Covenants and Restrictions on the 240 RC Parcel in a form attached hereto as Exhibit "D".

5.3. Execution by the parties of a Traffic Signal Easement on the 240 RC Parcel, in the form attached hereto as Exhibit "B".

6. **Due Diligence Period.** Purchaser shall have no due diligence period; provided, however, that from time to time prior to Closing, Purchaser shall have the right to inspect the physical condition of the Premises and make such engineering, environmental and other studies as Purchaser may elect. For purposes of conducting such inspections and studies, Seller agrees to provide Purchaser, its agents, employees, contractors and consultants full and complete access to the Premises at all reasonable times on business days upon at least twenty-four (24) hours prior written notice to Seller.

7. **Representations and Warranties of Seller.** Seller, to induce Purchaser to enter into this Agreement and to purchase the Premises, represents and warrants to Purchaser as follows:

7.1. Seller has full power, authority and legal right to (a) execute and deliver this Agreement and all documents and instruments relating to this Agreement ("Related Agreements"), (b) comply with the terms of this Agreement and all Related Agreements, and (c) complete the transactions contemplated by this Agreement and all Related Agreements.

2/1/2016

7.2. This Agreement and all Related Agreements have been duly authorized, executed and delivered by Seller and constitute the valid and legally binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

7.3. There is no action, suit or proceeding pending or, to the best of Seller's knowledge, threatened, against or affecting the Premises or relating to or arising out of the ownership, management, operation or condition of the Premises in any court or before or by any other Governmental Authority or arbitration, mediation or conciliation tribunal.

7.4. No assessment for public improvements has been served upon Seller with respect to the Premises which remains unpaid, including, but not limited to, those for construction of sewer, water, electric, gas or steam lines and mains, streets, sidewalks and curbing. Seller knows of no public improvements which have been ordered to be made and/or which have not heretofore been completed, assessed and paid for.

7.5. Seller has not received any notice of any condemnation proceeding or other proceeding in the nature of eminent domain with respect to the Premises, and to the best of Seller's knowledge no such proceedings are threatened. Seller has received no written notice of, nor does it have any knowledge of, any pending or threatened action or governmental proceeding relating to (a) zoning changes, (b) rent control, or (c) increase in tax assessment.

7.6. The Premises is in compliance with all Environmental Laws. The term "Environmental Laws" means all Federal, state and local laws, statutes, ordinances, codes, rules, regulations and other requirements respecting the environment, including but not limited to those respecting: (a) the generation, use, handling, processing, storage, treatment, transportation, or disposal of any solid or hazardous wastes, or any hazardous, toxic or regulated substances or materials; (b) pollution or contamination of land, improvements, air (including indoor air), or water (including groundwater); (c) emissions, spills, releases, or discharges of any substance onto or into the land, improvements, air (including indoor air), or water (including groundwater), or any sewer or septic system; (d) protection of wetlands; (e) aboveground or underground storage tanks; (f) air quality or water quality (including groundwater quality); and (g) protection of endangered species. Without limiting the generality of the foregoing, the term "Environmental Laws" includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Sec. 9601, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C., Sec. 6901, et seq., and the Toxic Substance Control Act of 1976, as amended, 15 U.S.C., Sec. 2601, et seq., the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. § 6020.101 et seq., the Pennsylvania Land Recycling and Environmental Remediation Standards Act, 35 P.S. §6026.101 et seq. ("Act 2"), the Pennsylvania Solid Waste Management, 35 P.S. § 6018.101 et seq., and the Pennsylvania Clean Streams Law, 35 P.S. 691.1 et seq.

7.7 Provided that Purchaser's plan meets all applicable local, county and state regulations or Purchaser acquires any necessary relief, Seller will not oppose the Purchaser's future action for consolidation of the deed for the Premises with the 240 RC Parcel and other adjacent lands to the 240 RC Parcel currently owned by the Purchaser. This provision shall survive Closing.

7.8 Seller knows of no facts or circumstances which would hinder or prevent the development, use or operation of the Premises following Closing.

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8. Conditions to Purchaser's Obligation; Remedies Not Restricted.

8.1 The obligation of Purchaser under this Agreement to purchase the Premises from Seller is subject to the satisfaction of all of the following conditions (any or all of which may be waived in whole or in part by Purchaser in writing at any time): (i) All representations and warranties by Seller set forth in this Agreement shall be true and correct at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date; (ii) Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the Closing; and, (iii) Purchaser's title to the Premises shall be insured by Purchaser's title insurance company at regular rates at Closing free of objections of any kind except the Permitted Exceptions pursuant to a full coverage owner's title insurance policy (2006 ALTA form, or such other form as replaces or supersedes the 2006 ALTA form), including such endorsements as Purchaser may require.

8.2 Nothing in this Article is intended to limit or restrict any right or remedy which Purchaser may have under this Agreement or at law or in equity on account of the inaccuracy of any representation or warranty made by Seller or breach by Seller of any other obligation under this Agreement.

8.3 **Purchaser's Right to Close Without Affecting Remedies.** Except as otherwise provided in this Agreement, if, prior to Closing, Purchaser obtains knowledge of the inaccuracy of any representation or warranty made by Seller or breach by Seller of any other obligation under this Agreement or any Related Agreement, Purchaser nevertheless shall have the right to proceed with Closing, without in any way waiving or otherwise affecting Purchaser's rights or remedies on account of such inaccuracy or breach.

9. **Period Prior to Closing.** Between the date of this Agreement and the Closing Date, Seller agrees that, without Purchaser's prior written consent, Seller will not: (a) grant, create, assume or permit to be created any mortgage, lien, encumbrance, lease, easement, covenant, condition, right-of-way or restriction upon the Premises or take or permit any action adversely affecting the title to the Premises as it exists on the date of this Agreement; (b) enter into any new service contract; or (c) make any alterations to the Premises.

10. Provisions with Respect to Closing. At Closing:

10.1 Seller shall deliver or cause to be delivered to Purchaser the following: (i) a special warranty deed for the Premises, duly executed and acknowledged by Seller, in proper form for recording, subject only to those Permitted Exceptions which are of record and are valid and subsisting, and otherwise in form and substance reasonably acceptable to Purchaser. If the legal description contained in the Survey is different from the legal description attached to this Agreement as **Exhibit "A"**, the legal description contained in the Survey will be used in the deed and in all other documents delivered at Closing; (ii) such certificates, permits or approvals of the Township of Radnor as may be required by applicable law, in connection with the transfer of the Premises; (iii) such other documents as may be reasonably required to consummate the transactions contemplated by this Agreement; (iv) possession of the Premises shall be delivered by Seller to Purchaser at Closing, free and clear of all tenancies of every kind and of parties in possession; (v) A Traffic Signal Easement on the 240 RC Parcel, in the form attached hereto as Exhibit "B", pursuant to a plan prepared by Gilmore & Associates, Inc. dated August 4, 2015.

10.2 Purchaser shall deliver or cause to be delivered to Seller the following: (i) the balance of the Purchase Price; (ii) such other documents as may be reasonably required to consummate

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the transactions contemplated by this Agreement; (iii) Exhibits "C" and "D"; and (iv) A Traffic Signal Easement on the 240 RC Parcel, in the form attached hereto as Exhibit "B", pursuant to a plan prepared by Gilmore & Associates, Inc. dated August 4, 2015.

10.3 Purchaser shall pay all title insurance premiums charged by Purchaser's title insurance company. Each party shall bear its own counsel fees. Buyer shall be responsible for and pay all of the realty transfer tax. All other recording and closing costs of any nature or description shall be borne or apportioned in accordance with the custom and practice in the jurisdiction in which the Premises is located.

11. **Adjustments.** The following items shall be prorated as of 12:01 a.m. prevailing Eastern Time on the Closing Date, on the basis of a 365-day year, with Purchaser deemed the owner of the Premises on the entire Closing Date: (a) real estate taxes, including refunds with respect thereto, if any; and (b) any other expenses relating to the Premises which are customarily adjusted at settlement.

12. **Fire; Eminent Domain.**

12.1. Seller shall bear the risk of all loss or damage to the Premises from all causes, and the risk of condemnation proceedings or other proceedings in the nature of eminent domain, until Closing. If at any time prior to Closing any portion of the Premises is destroyed or damaged as a result of fire or any other casualty whatsoever, or if Seller is notified of any condemnation proceedings or other proceedings in the nature of eminent domain against any portion of the Premises, Seller shall, within three (3) business days thereafter, give written notice to Purchaser. Purchaser shall have the right, within fifteen (15) days after receipt of such notice, to terminate this Agreement, in which event this Agreement shall become null and void (except for those obligations expressly stated to survive the termination of this Agreement), and neither party shall have any further liabilities or obligations under this Agreement (except for those obligations expressly stated to survive the termination of this Agreement).

12.2. If Purchaser does not terminate this Agreement, then: (a) Purchaser shall have the right, to participate in and approve any adjustment of any insurance claims or the determination of any condemnation or eminent domain award; (b) at the time of Closing, Purchaser shall receive a credit against the Purchase Price in an amount equal to the sum of: (i) the proceeds of any insurance policies or any condemnation or eminent domain award with respect to the Premises paid to Seller between the date of this Agreement and the Closing, and (ii) in the case of casualty, an amount equal to the cost of restoring any loss (or portion thereof) which is not covered by Seller's insurance, including any amount falling within Seller's deductible and the uninsured portion of any loss as to which Seller maintains less than full replacement cost insurance; and (c) all unpaid claims and rights in connection with losses shall be assigned to Purchaser at Closing without in any manner affecting the Purchase Price.

13. **Brokers.** Seller and Purchaser represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for commissions, finders' fees or other compensation (collectively, "compensation") by any person or entity. If any broker or finder asserts a claim for compensation based upon any actual or alleged contact, dealings or communication with Purchaser or Seller, then the party through whom such broker or finder makes its claim shall indemnify and hold the other party (the "Indemnified Party") harmless from and against any and all claims, damages, judgments, suits, liabilities, losses, costs and expenses (including without limitation, reasonable attorneys' fees and court costs) suffered or incurred by or brought against the Indemnified Party in connection with such claim for compensation. The provisions of this Article shall survive the Closing, or, if Closing does not occur, any termination of this Agreement.

2/1/2016

14. **Default.** In the event that Purchaser is obligated to complete Closing under this Agreement but fails to do so, this Agreement shall become null and void, except for those obligations expressly stated to survive the termination of this Agreement, and neither party shall have any further liability or obligation under this Agreement, except for those obligations expressly stated to survive the termination of this Agreement. The foregoing shall not be construed to limit or restrict any rights or remedies of Purchaser under any other provision of this Agreement or otherwise available at law or equity. Upon any default by Seller in the performance of its obligations under this Agreement, Purchaser shall have all rights and remedies available at law or equity, including, without limitation, the right to specific performance of Seller's obligations.

15. **Notices.** Any notices required or permitted to be given under this Agreement shall be given in writing and shall be sent by (a) hand delivery, (b) commercial overnight courier that guarantees next day delivery and provides a receipt, or (c) legible facsimile (followed by hard copy sent concurrently with such facsimile, in accordance with preceding subsections (a) or (b)), and such notices shall be addressed as follows: **If to Seller:** Radnor Township, 301 Iven Road, Wayne, PA 19087 with a required copy to John Rice, Esquire, Grim, Biehn & Thatcher, 104 S. Sixth Street, P.O. Box 215, Perkasio, PA 18944; **If to Purchaser:** 240 Radnor Chester Road Investment, LP, P.O. Box 545 Deerfield Beach, FL 33443; with a required copy to Nicholas J. Caniglia, Esquire Pierce, Caniglia & Taylor 125 Strafford Avenue, Suite 110 Wayne, PA 19087, or to such other address as either party may from time to time specify in writing to the other party. Notice given by hand delivery shall be effective upon receipt (or refusal by the intended recipient to accept delivery). Notice given by commercial overnight courier shall be effective upon the date of deposit with the courier. Notice given by facsimile shall be effective upon the sending of such facsimile (subject to the requirement that hard copy be sent concurrently in accordance with this Section).

16. **Miscellaneous.**

16.1. Formal tender of an executed deed and purchase money are hereby waived.

16.2. If either party is required to make any filing, submission or report to any Governmental Authority in connection with the transactions contemplated by this Agreement, the party upon which such requirement is imposed shall make such filing, submission or report.

16.3. The headings and captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter. This Agreement shall be construed reasonably to carry out its intent, without presumption against or in favor of either party.

16.4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

16.5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The transmission of a signed counterpart of this Agreement by facsimile or by portable document file ("PDF") shall have the same force and effect as delivery of an original signed counterpart of this Agreement, and shall constitute valid and effective delivery for all purposes.

2/1/2016

16.6. This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors and assigns. Purchaser shall have the right to assign its interest in this Agreement without the consent of Seller. No such assignment shall relieve Purchaser of its liabilities or obligations under this Agreement.

16.7. This Agreement and the Exhibits attached to this Agreement contain the final and entire agreement of Purchaser and Seller with respect to the sale and purchase of the Premises and are intended to be an integration of all prior negotiations and understandings. Neither Purchaser nor Seller shall be bound by any covenants, agreements, statements, representations or warranties, oral or written, not contained in this Agreement. No change or modification to this Agreement shall be valid unless the same is in writing and signed by the parties to this Agreement. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

16.8. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

16.9. In the event that the date for performance of any duty or obligation, exercise of any right or option or giving of any notice shall occur upon a Saturday, Sunday or legal holiday, the due date for such performance, exercise or giving of notice shall be automatically extended to the next succeeding business day.

16.10. Seller agrees that it will, at any time and from time to time after the Closing Date, upon request of Purchaser, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances and assurances as may reasonably be required for the assigning, transferring, granting, assuring and confirming to Purchaser, or its successors and assigns, the Premises, provided that the same do not impose any liability on Seller beyond that provided in this Agreement or any Related Agreement.

16.11. The submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Premises. The parties shall be legally bound with respect to the purchase and sale of the Premises pursuant to the terms of this Agreement only if and when Seller and Purchaser have fully executed and delivered to each other a counterpart of this Agreement.

2/1/2016

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

SELLER:

RADNOR TOWNSHIP

By: _____
Name: Robert Zienkowski
Title: Township Manager

PURCHASER:

240 Radnor Chester Road Investment, LP

By: _____
Name: Sheldon E. Gross
Title: Managing Partner/COO

EXHIBIT "A" – Deed Description of Premises (50x50 Parcel)

EXHIBIT A TO AGREEMENT OF SALE

Sheet 2 - 16 - 1

DEED—Trustees' Covenant - Corporation - Individual. No. 772A Printed for and Sold by John C. Clark Co., 1420 N. Penn Square, Phila.

This Indenture

Made the 26th day of September in the year of our Lord one thousand nine hundred and fifty-five (1955) BETWEEN THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS, BENJAMIN CHEW, JR. and DAVID CHEW STEPHENSON, Trustees under Deed of Trust of Mary J. B. Chew and Martha M. Brown, (hereinafter called the Grantors) of the one part,

and TOWNSHIP OF RADNOR (a municipal corporation located in Delaware County, Pennsylvania), (hereinafter called the Grantee),

of the other part, Witnesseth, That the said Grantors,

for and in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION

lawful money of the United States of America, unto them well and truly paid by the said Grantee

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents do

grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors

and assigns, ALL THAT CERTAIN lot or piece of ground SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, BEGINNING at a point on the Easterly boundary line of a larger tract of ground, of which this is a part, which beginning point is determined by measuring from a point in the middle line of Radnor-Chester Road which is 1460.15 feet Eastwardly from its intersection with Lancaster Avenue the following courses and distances: leaving Radnor-Chester Road on a course bearing North 24 degrees 15 minutes West 174.20 feet to a point; thence along a portion of the Southerly boundary line of other land owned by the Grantor, of which this is a part, North 68 degrees 08 minutes East 100 feet to a point; thence North 62 degrees 52 minutes East 94.40 feet to a point; thence North 26 degrees 40 minutes West 100 feet; thence from said beginning point, the following courses and distances:

North 26 degrees 40 minutes West 50 feet to a point; South 62 degrees 52 minutes West 50 feet to a point; South 26 degrees 40 minutes East 50 feet to a point; North 62 degrees 52 minutes East 50 feet to the first mentioned point and place of beginning.

UNDER AND SUBJECT to covenants, easements, rights and restrictions now of record.

Together with all and singular _____
ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto 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 Grantors _____

_____ 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

hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors

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

and assigns forever

UNDER AND SUBJECT AS AFORESAID.

And the said Grantors do hereby

covenant, promise and agree, to and with the said Grantee, its successors and assigns, by these presents, that they the said Grantors, have

not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.

In Witness Whereof, the said Grantors have hereunto set their hands and affixed or caused to be affixed their seals the day and year first above written.

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS

SEALED AND DELIVERED IN THE PRESENCE OF US:

Kathryn L. Freeman
Joseph D. Lodge

By Hester O. ... (SEAL)
Attest A. W. ... (SEAL)
Benjamin Chew, Jr. (SEAL)
David Chew Stephenson (SEAL)
Trustees as aforesaid

On the 26th day of September Anno Domini 1955, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the City of Philadelphia personally appeared the above-named BENJAMIN CHEW, JR. and DAVID CHEW STEPHENSON, Trustees as aforesaid,

and in due form of law acknowledged the above Indenture to be their and each of their act and deed, and desired the same might be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.

Joseph D. Lodge
Notary Public
PHILA., PHILA. CO., PA.
Commission Expires Jan. 7, 1957

Heretofore, the day of the date of the within or foregoing Indenture, of the within named Grantee the full consideration hereinbefore mentioned.

I hereby certify that the consideration of the within conveyance is less than One Hundred Dollars (\$100.00).

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS

By Herbert O. Frey, Vice President

Frank A. Melnikoff REAL ESTATE OFFICER

On the 27th day of September, 1955, before me, the subscriber,

personally appeared A.W. SNELSON of the said

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS, Trustee as aforesaid, who being duly sworn according to law, says that he was personally present at the execution of the above Indenture, and saw the Common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said Corporation; that the said Indenture was duly sealed and delivered by HERBERT O. FREY VICE PRESIDENT of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned,

and that the names of this deponent, HERBERT O. FREY as VICE PRESIDENT of the said Corporation, subscribed to the above Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

and subscribed before me, the day and year aforesaid. WITNESS my hand and Notarial seal.

Joseph D. Lodge
JOSEPH D. LODGE, Notary Public
PHILA., PHILA. CO., PA.
My Commission Expires Jan. 7, 1959.

A.W. Snelson

The address of the within-named Grantee is Wayne, Pennsylvania

On behalf of the Grantee

DEED.

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS, BENJAMIN CHEW, JR. and DAVID CHEW, SURETENSOR, Trustees under Deed of Trust of Mary J. B. Chew and Martha M. Brown.

to
TOWNSHIP OF RADNOR

PREMISES: Radnor Township, Delaware County, Pennsylvania.

8-33 John C. Clark Company, Philadelphia. 772A

GREENWELL & PORTER
WAYNE, PENNSYLVANIA

Recorded in the office for the recording of Deeds in and for

in Deed Book No. page 8c.

Witness my hand and seal of Office this day of

Anno Domini 19

Recorder

Deputy Recorder

EXHIBIT "B" - Traffic Signal Easement Agreement

Prepared By: Peter Nelson, Esquire
Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

Return To: Grim, Biehn & Thatcher
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

TMP# 36-02-01232-01

GRANT OF TRAFFIC SIGNAL EASEMENT

THIS EASEMENT, is made and executed this _____ day of _____, A.D., 2016, by 240 Radnor Chester Road Investment LP (hereinafter referred to as "***Grantor***").

BACKGROUND

A. Grantor, is the owner of certain premises in Radnor Township, Delaware County, Pennsylvania, located at 240 Radnor Chester Road and identified as Delaware County Folio # 36-02-01232-01 (hereinafter referred to as the "***Property***").

B. Radnor Township (hereinafter "***Township***") is undertaking improvements to the intersection of Radnor Chester Road and Raider Road at the entrance to the Property (hereinafter referred to as the "***Project***") pursuant to plans entitled "Proposed Traffic Signal Easement" prepared by Gilmore and Associates, Inc. dated August 4, 2015 ((hereinafter "***Traffic Signal Easement***").

C. These intersection improvements include, among other things, the installation of a traffic control signal.

D. In order to undertake the Project, Township needs a permanent easement over a portion of the Property to allow for the installation, construction, maintenance, repair, and replacement of these intersection improvements, including the traffic signal.

E. It is the intention of Grantor, for itself, its heirs, successors and assigns, to impose certain terms, covenants, easements, benefits, burdens, and servitudes on the Property, for the benefit of Township, the general public, and their heirs, successors and assigns in the Traffic Signal Easement area.

NOW, THEREFORE, in consideration of the foregoing, promises, agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound,

Grantor hereby grants to Township a Traffic Signal Easement subject to the following covenants, easements, terms conditions, and restrictions:

1. Grantor hereby grants to Township a Traffic Signal Easement in accordance with the legal description and Traffic Signal Easement Plan attached hereto as **Exhibit "A"** to permit the installation, construction, maintenance, repair and replacement of the traffic signal control and related improvements within the easement area along with such other improvements deemed necessary by the Township in order to insure the proper functioning of the traffic signal in the easement area.

2. The Traffic Signal Easement hereby granted by Grantor to Township is all that certain strip of land situate along the Property as shown on **Exhibit "A"**.

3. No barriers, fences, signs, or any other obstruction, permanent or temporary, to the free and unhampered use of this Easement shall hereafter be permitted.

4. In consideration of the terms reflected hereinafter, and as a settlement of the matters associated with the Project, Grantor releases Township from any and all other demands for compensation for conveyance of the Traffic Signal Easement upon compliance with the terms of this Agreement and subject to the completion of the following:

- a. Simultaneously with the granting of this Traffic Signal Easement, Grantor and Township shall Close on the Grantor's acquisition of the Township's land (36-14-44 Tax Map 36 Block 15 Unit 27) adjacent to the Property **consisting of 2,500 square feet (the "50x50 Parcel)**, pursuant to the Agreement of Sale executed by Grantor and Township.
- b. The granting of the Traffic Signal Easement and the recording of this Grant of Traffic Signal Easement shall be simultaneous with Grantor's Closing on the acquisition of the 50x50 Parcel and this Grant of the Traffic Signal Easement, along with this settlement and compromise, shall be null and void if the Grantor does not complete the acquisition of the 50x50 Parcel.

5. Grantor will not incur any costs whatsoever related to the installation, operation or maintenance of the Township's traffic signal and/or Project, or any other costs, such as those related to ADA ramps other than those designated at "A" and "B" at the immediate east and west side of the new driveway access to the Property as reflected in the Grading Permit drawings approved by the Township.

6. Township agrees that all necessary documents, permits, filings, and engineering for the project, equipment, and project work, shall be completed in a good and workmanlike manner, in compliance with the requirements, governmental regulations, plans and specifications, with the Township at all times maintaining the area designated on **Exhibit "A"** in an organized safe condition and in good repair, in accordance with all regulatory requirements. Township, from date they entered on to the Property and forevermore, shall be responsible for the modifications it made or makes to the Property, along with all of the costs related in any way to the Project, including but not limited to maintenance, repair, operating costs, utility costs,

remediation of damages the Project cause to the Property, and any other expenses related in any way to the Project, including but not limited to, any third party claims which are a result of the items installed as part of the Project. This section shall survive the termination or expiration of this Agreement.

7. This Grant of Easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and the terms "Grantor", "Radnor Township", and "Township" herein shall include their respective heirs, successors and assigns.

8. This Grant of Easement is appurtenant to Property and shall be construed to be a covenant running with the land binding upon the Grantor, its heirs, successors and assigns.

9. This Grant of Easement may not be modified except by written agreement of the parties.

10. This Grant of Easement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and all the easement rights and responsibilities shall be exercised in compliance with all applicable laws, ordinances, rules, and regulations along with all approvals granted by all governmental authorities having jurisdiction over the Property and/or the Project, including, without limitation, Township.

11. The provisions of this Grant of Easement shall be severable. If any provision is found to be invalid, unenforceable, unconstitutional and/or void, the remaining provisions of this Declaration shall, nevertheless, remain valid and binding.

12. In the event that any of the provisions of this Grant of Easement should, for any reason whatsoever, not be noted or recited in any subsequent deed for the Property or any portion thereof, such terms, conditions and restrictions shall attach to the Property or any portion thereof under and pursuant to this Grant notwithstanding the absence of such provisions in said deed.

13. General Indemnity. Except for Indemnitees gross negligence or willfull misconduct, Township shall indemnify the Grantor, its shareholders, partners, directors, officers, managers, successors, assigns, Lessees and employees (collectively "Indemnitees") and save them harmless from and against, any and all loss, claims, bodily injury, or damage to any person or property or claims of any subcontractor, individual, and any third party occurring during or subsequent to the completion of Township's Project or related in any way to Township's use or occupancy of the area designated on **Exhibit "A"**, including, but not limited to, any damages, claims, bodily injury or casualty that results from the Project and equipment Township or its Contractors installed at the Property, including damages, casualty or claims by any third party by reason of Township's actions or inactions, or malfunction of any items related to the Project. Furthermore, this provision shall include Township holding Indemnitees harmless and indemnifying Indemnitees for claims or damages that result from the actions or inactions of Township's suppliers, invitees, agents, employees or subcontractors. Township and its employees and contractors shall hold harmless and indemnify Indemnitees for all costs related to claims or actions of individuals, third parties, subcontractors and contractors who shall have a

claim against Township in any way, or related in any way to the Project, including but not limited to any liens or legal actions that are a result of any actions or non-actions of the Township with reference in any way whatsoever to the Traffic Signal Easement.

14. Insurance by Township. During the period for which Township's subcontractors enter the Property for the purpose of performing repairs or maintenance to any Radnor Equipment, the Township's subcontractors will at all times and at its sole cost and expense, maintain in force workmen's compensation insurance in accordance with the Commonwealth of Pennsylvania's minimum requirements as well as property damage, comprehensive general liability, and personal liability insurance (including a contractual liability endorsement) insuring against liability for damage to property or bodily injury or death occurring on the Property, or any structure therein or any part thereof. Such insurance policy or policies, which may include an umbrella policy, shall be maintained on the minimum coverage of One Million Dollars (\$1,000,000) single limit coverage.

15. As of the date of the full execution of this easement the Access and Indemnity Agreement executed by the parties on or about September 14, 2015 shall be of no further force and effect as all matters with respect to indemnification and access are contained herein.

ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS AGREEMENT

IN WITNESS WHEREOF, the party hereto, intending to be legally bound, has hereunder set their hands and seals the day and year first above written, representing he or she has the requisite authority to bind the Parties to this and that no requirement, approval or action prevents the Parties from executing this Agreement on behalf of their entities or themselves.

GRANTOR:

Attest: _____

By: _____

TOWNSHIP:

Attest: _____

By: _____

EXHIBIT "A" – Metes and Bounds and Traffic Signal Easement Plan

(Acknowledgments)

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF _____ :

ON THIS _____ day of _____, A.D., 2016, before me, a Notary Public, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public (SEAL)

EXHIBIT "C" – Declaration of Covenants and Restrictions on Premises (50x50 Parcel)

EXHIBIT "C" TO AGREEMENT OF SALE

Prepared By: John B. Rice, Esquire
Grim, Biehn & Thatcher
104 S. Sixth Street, P.O. Box 215
Perkasie, PA 18944

Return To: John B. Rice, Esquire
Grim, Biehn & Thatcher
104 S. Sixth Street
Perkasie, PA 18944

FOLIO NUMBER: Part of 36-02-01232-01

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made this ____ day of _____, 2016 by **240 Radnor Chester Road Investment, LP ("Declarant")**.

B A C K G R O U N D

A. By Deed dated _____ and recorded in Deed Book Number _____, Page _____ on the _____ day of _____, 2016 in the Recorder of Deeds of Delaware County as more fully described by the Deed Description attached hereto as **Exhibit "A"**, Declarant purchased from Radnor Township ("Township") a certain parcel of land (hereinafter referred to as the "50x50 Parcel").

B. Declarant is the legal owner of the property located at 240 Radnor Chester Road, Radnor, Radnor Township, Delaware County, Pennsylvania, Folio Number 36-02-01232-01 pursuant to Deed recorded in the Recorder of Deeds of Delaware County, Pennsylvania on the 8th day of July, 2013 in Deed Book Number 5361, Page 1278 as more fully described by the Deed Description attached hereto as **Exhibit "B"** (hereinafter referred to as the "240 RC Parcel").

C. The 50x50 Parcel and the 240 RC Parcel, together shall hereinafter be referred to as the "Consolidated Parcel."

D. Upon Closing on the purchase of the 50x50 Parcel, Declarant desires to make this Declaration and impose Restrictions on the 50x50 Parcel as set forth herein to continue in perpetuity.

NOW THEREFORE, the Declarant, intending to be legally bound, with the above Background herein incorporated by reference, and in consideration of the consolidation of the Consolidated Parcel and the purchase of the 50x50 Parcel from the Township, hereby declares and covenants as follows:

1. **Restrictions on Use.** Declarant, for itself and its successors and assigns in title, hereby voluntarily, unconditionally and absolutely declares and covenants that the following restrictions are hereby imposed and shall forever apply to the use and enjoyment of the 50x50 Parcel:

- a. No building, structures, or impervious surfaces shall be placed upon the 50x50 Parcel.
- b. No public pedestrian access and vehicular traffic to the 50x50 Parcel from the private street known as Radnor Way, Radnor, Pennsylvania shall be permitted.
- c. All future development on the Consolidated Parcel will be within the current PB zoned area of the Consolidated Parcel and in accordance with the current zoning regulations for the Consolidated Parcel, including, but not limited to, setback requirements at the consolidated property line, building height, and coverage. No change in zoning shall be deemed to permit development in addition to what is currently permitted in the current PB District or vary this restriction as to the Consolidated Parcel.

2. **Public Access and Grantor's Rights.**

- a. Nothing herein shall be construed as a grant to the general public, or to a person or persons other than Declarant, of the right to enter upon any part of the 50x50 Parcel.
- b. Declarant reserves unto itself all rights, privileges, powers, liabilities and immunities, subject to the terms and covenants of this Declaration.

3. **Enforcement.**

a. This Declaration may be enforced by any one or more of the following:

- (1) the Township;
- (2) the owner of any of the following properties located in Radnor Township, Pennsylvania (the "Grantee"):
 - Folio Number 36-02-01326-00 – 6 Radnor Way
 - Folio Number 36-02-01327-00 – 8 Radnor Way
 - Folio Number 36-02-01339-00 – 9 Radnor Way
 - Folio Number 36-02-01328-00 – 10 Radnor Way
 - Folio Number 36-02-01340-00 – 13 Radnor Way
 - Folio Number 36-02-01329-00 – 14 Radnor Way
 - Folio Number 36-02-01341-00 – 15 Radnor Way
 - Folio Number 36-02-01343-00 – 252 Radnor Chester Road
 - Folio Number 36-02-01342-00 – 254 Radnor Chester Road.

- b. Prior to enforcing this Declaration, the Township and /or the Grantee seeking to enforce these restrictions shall notify Declarant in writing of such violation and demand corrective action sufficient to cure the violation. If Declarant fails to cure the violation within thirty (30) days after receipt of such notice, or under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, an action may be brought at law or in equity in a court of competent jurisdiction to enforce the terms of this Declaration. A violation of this Declaration shall be deemed irreparable harm for purposes of enforcement in a court of equity.

4. **Successors in Interest.** Except where the context requires otherwise, the term "Declarant" and "Grantee," as used in this instrument, and any pronouns used in place thereof, shall mean and include, respectively, Declarant and its personal representatives, heirs, successors in title, and assigns, and Grantee and their successors.

5. **Perpetuity.** The provisions hereof shall inure to and be binding upon the heirs, executors, administrators, devisees, successors, and assigns, as the case may be, of the Declarant and shall be covenants running with the land in perpetuity.

6. **Severability.** This Declaration shall be construed in its entirety, however, in the event that any provision or restriction of this Declaration or the application thereof to any person or Declaration, and the application of such provision or restriction to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

7. **Assignability.** Except as herein provided this Declaration and the enforcement thereof shall not be assignable.

8. **Interpretation.** The grant of restriction shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania.

9. **Recording.** Upon Closing on the purchase of the 50x50 Parcel, this Declaration shall be recorded of public record in the Office of the Recorder of Deeds of Delaware County, Pennsylvania.

10. **Notice.** All notices under this Declaration shall be in writing and sent by certified mail, return receipt requested, or by a national overnight, and shall be deemed given when delivered two days after being deposited with the United States Post Office, if mailed, or one day after being sent by overnight courier, at the following address, or such other address as a party may have specified by notice give to the Township and Grantee:

Sheldon E. Gross
P.O. Box 545
Deerfield Beach, FL 33443

IN WITNESS WHEREOF, and again stating their intention to be legally bound hereby, the Declarant hereunto set its hand and seal on the day and year first above written.

DECLARANT:

240 Radnor Chester Road Investment, LP

Witness

By:
Title:

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA :
 : **SS.**
COUNTY OF :
 :

On this day of , A.D., 2016, before me a Notary Public, personally appeared **SHELDON E. GROSS**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged himself to be the
of **240 Radnor Chester Road Investment, LP**, and as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained and desires that the same might be recorded according to law.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public (*SEAL*)

EXHIBIT "A" – Description of 50x50 Parcel

EXHIBIT A TO 50 BY 50 LAND DECLARATION

8/27/2 - 16-1

DEED—Trustee/ Covenant - Corporation - Individual. No. 772A Printed for and Sold by John C. Clark Co., 1411 S. Penn Square, PHA.

This Indenture,

Made the 26th day of September in the year of our Lord one thousand nine hundred and fifty-five (1955) BETWEEN THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS, BENJAMIN CHEW, JR. and DAVID CHEW STEPHENSON, Trustees under Deed of Trust of Mary J. B. Chew and Martha M. Brown, (hereinafter called the Grantors) of the one part,

and TOWNSHIP OF RADNOR (a municipal corporation located in Delaware County, Pennsylvania), (hereinafter called the Grantee),

of the other part, Witnesseth, That the said Grantors,

for and in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION

lawful money of the United States of America, unto—them—well and truly paid by the said Grantee

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged,—have—granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents—do

grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors

and assigns, ALL THAT CERTAIN lot or piece of ground SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, BEGINNING at a point on the Easterly boundary line of a larger tract of ground, of which this is a part, which beginning point is determined by measuring from a point in the middle line of Radnor-Chester Road which is 1460.15 feet Eastwardly from its intersection with Lancaster Avenue the following courses and distances: leaving Radnor-Chester Road on a course bearing North 24 degrees 15 minutes West 174.20 feet to a point; thence along a portion of the Southerly boundary line of other land owned by the Grantor, of which this is a part, North 68 degrees 08 minutes East 100 feet to a point; thence North 62 degrees 52 minutes East 94.40 feet to a point; thence North 26 degrees 40 minutes West 100 feet; thence from said beginning point, the following courses and distances: _____

North 26 degrees 40 minutes West 50 feet to a point; South 62 degrees 52 minutes West 50 feet to a point; South 26 degrees 40 minutes East 50 feet to a point; North 62 degrees 52 minutes East 50 feet to the first mentioned point and place of beginning. _____

UNDER AND SUBJECT to covenants, easements, rights and restrictions now of record. _____

Together with all and singular _____
ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto 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 Grantors _____
_____ 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 _____

_____ hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, _____ unto the said Grantee, its successors _____

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

UNDER AND SUBJECT AS AFORESAID.

And the said Grantors do hereby _____

covenant, promise and agree, to and with the said Grantee, its successors _____ and assigns, by these presents, that they the said Grantors, have _____

not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.

In Witness Whereof, the said Grantors have hereunto set their hands and affixed or caused to be affixed their seals the day and year first above written.

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS

SEALED AND DELIVERED
IN THE PRESENCE OF US:

Kathryn L. Freeman
Joseph D. Lodge

By Walter O. [Signature] (SEAL)
Attest A. [Signature]
Benjamin Chew, Jr. (SEAL)
David Chew Stephenson (SEAL)
Trustees as aforesaid

On the 26th day of September Anno Domini 19 55, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the City of PHILADELPHIA personally appeared the above-named BENJAMIN CHEW, JR. and DAVID CHEW STEPHENSON, Trustees as aforesaid, _____

_____ and in due form of law acknowledged the above Indenture to be their and each of their _____ act and deed, and desired the same might be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.

Joseph D. Lodge
JOSEPH D. LODGE, Notary Public
PHILA., PHILA. CO., PA.
My Commission Expires Jan. 7, 1959

Heretofore, the day of the date of the within or foregoing Indenture, of the within named Grantee the full consideration hereinbefore mentioned.

I hereby certify that the consideration of the within conveyance is less than One Hundred Dollars (\$100.00).

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS

By Herbert O. Frey, Vice President

Frank A. Melnikoff REAL ESTATE OFFICER

On the 27th day of September, Anno Domini 1955, before me, the subscriber,

personally appeared A.W. SNELSON of the said

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS, Trustee as aforesaid, who being duly sworn according to law, says that he was personally present at the execution of the above Indenture, and saw the Common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said Corporation; that the said Indenture was duly sealed and delivered by HERBERT O. FREY Vice President of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned,

and that the names of the deponents and of HERBERT O. FREY as Vice President of the said Corporation, subscribed to the above Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

and subscribed before me, the day and year aforesaid, WITNESS my hand and Notarial seal.

Joseph D. Lodge
JOSEPH D. LODGE, Notary Public
PHILA., PHILA. CO., PA.

My Commission Expires Jan. 7, 1958

A.W. Snelson

The address of the within-named Grantee is Wayne, Pennsylvania

On behalf of the Grantee

DEED

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS, BENJAMIN CHEW, JR. and DAVID CHEW, SUPERVISOR, Trustees under Deed of Trust of Mary J. B. Chew and Martha M. Brown.

to

TOWNSHIP OF RADNOR

PREMISES: Radnor Township, Delaware County, Pennsylvania.

B-53 John C. Clark Company, Philadelphia, 772A GREENFIELD & POWERS WAYNE, PENNSYLVANIA

Recorded in the office for the recording of Deeds in and for

in Deed Book No. page &c.

Witness my hand and seal of Office this day of

Anno Domini 19

Recorder

Deputy Recorder

EXHIBIT "B" – Description of 240 RC Parcel

EXHIBIT "B" TO 50 BY 50 LAND DECLARATION

RD BK05361-1278 DT-DEED
2013046685 07/08/2013 02:54:47 PM:1
RCD FEE: \$88.50 POL SUB TAX: \$390,000.00 ST TAX: \$280,000.00

This document prepared by ~~(and after~~
~~recording returns to)~~

Eric A. Heinz, Esq.
Law Offices of Eric A. Heinz, P.C.
1835 Market Street, Suite 1215
Philadelphia, PA 19103-2912
(215) 979-7600 and Return To:
First American Title Insurance Co.
Two Liberty Place, Suite 3010
50 South 16th Street
Philadelphia, PA 19102



Folio # 36-02-01232-01
240 Radnor Chester Road

590950

-----Above This Line Reserved for Official Use Only-----

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS SPECIAL WARRANTY DEED, executed this 28 day of June, 2013 by first party, KPG/ROSEMONT, L.P. (hereinafter referred to as "Grantor") to the second party, 240 RADNOR CHESTER ROAD INVESTMENT, L.P., a Pennsylvania limited partnership (hereinafter referred to as "Grantee").

WITNESSETH: That the first party, for good consideration and for the sum of One Dollar (\$1.00) in hand paid, by the said second party, and other good and valuable consideration, the receipt of which is hereby acknowledge, does hereby grant, convey and warrant unto the said second party, all right, title, interest and claim which the said first party has in and to the described property, and improvements and appurtenances thereto in the County of Delaware, Commonwealth of Pennsylvania to wit: SEE ATTACHED DESCRIPTION OF PROPERTY

Previously referenced as follows: Book 3694, Page 1765 of the Recorder of Delaware County.

Tax parcels # 36-02-01232-01

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 the said Grantor as well as law as in equity, of, in, and to the same.

SUBJECT TO all easements and restrictions of record, if any.

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's assign forever, with all appurtenances thereunto belonging. Grantor covenants with Grantee and Grantee's assigns, that Grantor and any other person, persons, entity or entities in Grantor's name and behalf or claiming under Grantor shall not or will not hereafter claim or demand any right or title to the premises or any part thereof, but they and each of them shall be excluded and forever barred therefrom except as herein set forth.

Exhibit A
Description of Property

ALL THAT CERTAIN lot or parcel of land and premises being 36-02-01232-01 situated in the Township of Radnor, Delaware County, Pennsylvania as more particularly described in Exhibit "A" attached hereto and made a part hereof,

BEGINNING at a point on the Northwestern side of Radnor/Chester Road (45 feet wide, S.R. 1021) where the same is intersected by the division line between the lands now or formerly of Rosemont Construction Company Deed Book 1924 page 254 and the lands now or formerly of Radnor Properties-200 RC, LP a Delaware Limited Partnership Deed Book 2155 page 363 and from said beginning point runs; thence partly along said division line and partly along the lands now or formerly of Radnor Properties-SDC, LP a Delaware Limited Partnership Deed Book 2155 page 389:

- (1) North 24 degrees 15 minutes 00 seconds West a distance of 592.12 feet to a point, a corner of said lands of Radnor Properties SDC, LP; thence along the same partly crossing a 40 feet wide PECO right of way easement,
- (2) North 65 degrees 45 minutes 00 seconds East a distance of 563.61 feet to a point on the Northeasterly side of said PECO right of way and the lands now or formerly of Schiffrin & Barroway Realty, LLC Deed Book 3031 page 852; thence along the same,
- (3) South 27 degrees 07 minutes 00 seconds East a distance of 235.49 feet to a point on the lands now or formerly of Susanne H. Andrews Deed Book 2338 page 1499; thence along the same,
- (4) South 26 degrees 40 minutes 00 seconds East a distance of 58.65 feet to a point on the lands now or formerly of Radnor Township; thence along the same and crossing the head of said right of way,
- (5) South 62 degrees 52 minutes 00 seconds West a distance of 50.00 feet to a point; thence along the same,
- (6) South 26 degrees 40 minutes 00 seconds East a distance of 50.00 feet to a point; thence along the same and crossing the head a certain other 40 feet wide PECO right of way easement,
- (7) North 62 degrees 52 minutes 00 seconds East a distance of 50.00 feet to a point on the said lands of Susanne H. Andrews and on the Northeasterly side of said PECO right of way; thence along said right of way and partly along the said lands of Susanne H. Andrews and partly along the lands now or formerly of James D. Campbell and Susan P. Diamond, his wife Deed Book 2079 page 526,
- (8) South 26 degrees 40 minutes 00 seconds East a distance of 100.00 feet to a point corner to lands now or formerly of 864 Properties, LLC Deed Book 270 page 665; thence along the same and along said right of way the following three courses and distances,
- (9) South 62 degrees 52 minutes 00 seconds West a distance of 94.40 feet to a point; thence,
- (10) South 68 degrees 08 minutes 00 seconds West a distance of 100.00 feet to a point; thence,
- (11) South 24 degrees 15 minutes 00 seconds East a distance of 154.18 feet to a point on the Northwestern side of aforesaid Radnor/Chester Road; thence along the same the following three courses and distances,
- (12) South 68 degrees 08 minutes 00 seconds West a distance of 151.79 feet to a point of curvature; thence,

(13) along the arc of a circle curving to the left having a radius of 1,930.08 feet a central angle of 03 degrees 02 minutes 00 seconds and an arc length of 102.19 feet, said arc subtended by a chord bearing South 66 degrees 37 minutes 00 seconds West a chord distance of 102.19 feet to a point of tangency; thence,

(14) South 65 degrees 06 minutes 00 seconds West a distance of 136.18 feet to the point and place of BEGINNING.

BEING Folio No. 36-02-01232-01

BEING the same premises which Rosemont Construction Company, a Pennsylvania corporation, by Special Warranty Deed dated 12/22/2005 and recorded 01/03/2006 in Delaware County at Record Book 3694 Page 1765, granted and conveyed unto KPG/Rosemont, L.P., a Pennsylvania limited partnership, in fee.

AND, the said Grantor for its successors and assigns, does by these presents, covenant, promise, and agree, to and with the said Grantee, its successors and assigns that the said Grantor, its successors and assigns, all and singular the hereditaments and premise herein above described and granted, or mentioned and intended so to be with the Appurtenances unto the said Grantee, its successors and assigns, against the said Grantor, its successors and assigns, and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by form, or under him, her, them, it, shall and will subject as aforesaid, SPECIALLY WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF: The said first party has caused these presents to be duly executed dated the day and year first above written.

KPG/ROSEMONT, L.P.

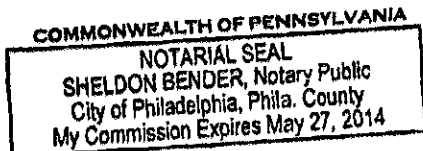
By: KPG Radnor Chester Road, LLC,
Its general partner

By: _____
William H. Glazer, President

Commonwealth of Pennsylvania
County of PHILADELPHIA

AND NOW, this 28th day of June 2013, before me, the undersigned Notary Public, personally appeared William H. Glazer, who acknowledged himself to be the President of KPG Radnor Chester Road, LLC, the sole general partner of KPG/Rosemont, L.P., a Pennsylvania limited partnership and he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Sheldon Bender
Notary Public

My Commission Expires on _____

The address of the within-named Grantee is:

PO Box 545
DEERFIELD BEACH, FLORIDA
33443

EXHIBIT "D" – Declaration of Covenants and Restrictions on 240 RC Parcel

EXHIBIT "E" – Deed Description of 240 RCR

EXHIBIT "D" TO AGREEMENT OF SALE

Prepared By: John B. Rice, Esquire
Grim, Biehn & Thatcher
104 S. Sixth Street, P.O. Box 215
Perkasie, PA 18944

Return To: John B. Rice, Esquire
Grim, Biehn & Thatcher
104 S. Sixth Street
Perkasie, PA 18944

FOLIO NUMBER: 36-02-01232-01

DECLARATION OF COVENANTS AND RESTRICTIONS 240 RADNOR CHESTER ROAD

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made this _____ day of _____, 2016 by 240 Radnor Chester Road Investment, LP ("Declarant").

B A C K G R O U N D

A. Declarant is the legal owner of the property located at 240 Radnor Chester Road, Radnor, Radnor Township, Delaware County, Pennsylvania, Folio Number 36-02-01232-01 pursuant to Deed recorded in the Recorder of Deeds of Delaware County, Pennsylvania on the 8th day of July, 2013 in Deed Book Number 5361, Page 1278 as more fully described by the Deed Description attached hereto as Exhibit "A" (hereinafter referred to as the "240 RC Parcel").

B. Sheldon E. Gross and Deborah Gross, his wife, are the legal owners of the property located at 14 Radnor Way, Radnor, Radnor Township, Delaware County, Pennsylvania, Folio Number 36-02-01329-00 attached hereto as Exhibit "B" (hereinafter referred to as the "Residential Parcel").

C. By Deed dated _____ and recorded in Deed Book Number _____, Page _____ on the _____ day of _____, 2016 in the Recorder of Deeds of Delaware County as more fully described by the Deed Description attached hereto as Exhibit "C", Declarant purchased from Radnor Township ("Township") a certain parcel of land (hereinafter referred to as the "50x50 Parcel").

D. The 240 RC Parcel, the Residential Parcel, and the 50x50 Parcel together shall hereinafter be referred to as the "Consolidated Parcel."

E. Upon approval of the consolidation of the Consolidated Parcel by the Township, and approval by Township of a Land Development Plan for construction of an additional building at the 240 RC Parcel, Declarant desires to make this Declaration and impose Restrictions on the 240 RC Parcel as set forth herein to continue in perpetuity.

NOW THEREFORE, the Declarant, intending to be legally bound, with the above Background herein incorporated by reference, and in consideration of the consolidation of the Consolidated Parcel and the purchase of the 50x50 Parcel from the Township, hereby declares and covenants as follows:

1. **Restrictions on Use.** Declarant, for itself and its successors and assigns in title, hereby voluntarily, unconditionally and absolutely declares and covenants that the following are hereby imposed upon approval by Township of a Land Development Plan for construction of an additional building at the 240 RC Parcel and shall forever apply to the use and enjoyment of the 240 RC Parcel and shall become conditions of Land Development approval upon the Consolidated Parcel:

- a. No public pedestrian access and vehicular traffic to the 240 RC Parcel from the private street known as Radnor Way, Radnor, Pennsylvania shall be permitted.
- b. New parking structure and building lighting on the 240 RC Parcel will be designed with shielding on the eastern side to limit light spill over into the Radnor Way residential community to the east of the Consolidated Parcel.
- c. All future development on the Consolidated Parcel will be within the current PB zoned area of the 240 RC Parcel and in accordance with the current zoning regulations for the Consolidated Parcel, including, but not limited to, setback requirements at the consolidated property line, building height, and coverage. No change in zoning shall be deemed to permit development in addition to what is currently permitted in the current PB District nor vary this restriction as to the Consolidated Parcel.
- d. Upon construction of an additional building on the 240 RC Parcel, Declarant will cause the removal of all current building structures on the adjacent Radnor Way or R-1 residential properties consolidated with the 240 RC Parcel, with no new buildings or structures permitted on these adjacent residential properties.
- e. Provide and maintain a new tree buffer on the most eastern property line of the Consolidated Parcel that will include the planting of 35 Norway Spruce trees with a height of 25 foot, consistent with the landscape plan prepared for the Consolidated Parcel by Mayfield Gardens, Inc, dated Sept.29, 2015, incorporated herein by reference, subject to modification and relocation of the 35 Norway Spruce trees to a tree buffer at the ultimate most eastern consolidated property line, as designated in the Land Development Plan submitted by Declarant.
- f. Provide and maintain to the extent permitted by Township regulations and the other property owners of the Radnor Way cul-de-sac, an expansion of the turn space in the Radnor Way cul-de-sac by increasing the asphalt paving area onto the Consolidated Parcel; replacing the grass within the Radnor Way cul-de-sac circle with landscaping; adding river rock around the perimeter of the circle; and, mulching the area around the trees that remain in the center of the circle. Once

approved and completed, Declarant shall be responsible for maintenance, repair and upkeep of this area.

2. **Public Access and Grantor's Rights.**

- a. Nothing herein shall be construed as a grant to the general public, or to a person or persons other than Declarant, of the right to enter upon any part of the 240 RC Parcel.
- b. Declarant reserves unto itself all rights, privileges, powers, liabilities and immunities, subject to the terms and covenants of this Declaration.

3. **Enforcement.**

- a. This Declaration may be enforced by any one or more of the following:
 - (1) the Township;
 - (2) the owner of any of the following properties located in Radnor Township, Pennsylvania (the "Grantee"):
 - Folio Number 36-02-01326-00 – 6 Radnor Way
 - Folio Number 36-02-01327-00 – 8 Radnor Way
 - Folio Number 36-02-01339-00 – 9 Radnor Way
 - Folio Number 36-02-01328-00 – 10 Radnor Way
 - Folio Number 36-02-01340-00 – 13 Radnor Way
 - Folio Number 36-02-01329-00 – 14 Radnor Way
 - Folio Number 36-02-01341-00 – 15 Radnor Way
 - Folio Number 36-02-01343-00 – 252 Radnor Chester Road
 - Folio Number 36-02-01342-00 – 254 Radnor Chester Road.
- b. Prior to enforcing this Declaration, the Township and /or the Grantee seeking to enforce these restrictions shall notify Declarant in writing of such violation and demand corrective action sufficient to cure the violation. If Declarant fails to cure the violation within thirty (30) days after receipt of such notice, or under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, an action may be brought at law or in equity in a court of competent jurisdiction to enforce the terms of this Declaration. A violation of this Declaration shall be deemed irreparable harm for purposes of enforcement in a court of equity

4. **Successors in Interest.** Except where the context requires otherwise, the term "Declarant" and "Grantee," as used in this instrument, and any pronouns used in place thereof, shall mean and include, respectively, Declarant and its personal representatives, heirs, successors in title, and assigns, and Grantee and their successors.

5. **Perpetuity.** The provisions hereof shall inure to and be binding upon the heirs, executors, administrators, devisees, successors, and assigns, as the case may be, of the Declarant and shall be covenants running with the land in perpetuity.
6. **Severability.** This Declaration shall be construed in its entirety, however, in the event that any provision or restriction of this Declaration or the application thereof to any person or Declaration, and the application of such provision or restriction to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
7. **Assignability.** Except as herein provided this Declaration and the enforcement thereof shall not be assignable.
8. **Interpretation.** The grant of restriction shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania.
9. **Recording.** Upon Closing on the purchase of the 50x50 Parcel, this Declaration shall be recorded of public record in the Office of the Recorder of Deeds of Delaware County, Pennsylvania.
10. **Notice.** All notices under this Declaration shall be in writing and sent by certified mail, return receipt requested, or by a national overnight, and shall be deemed given when delivered two days after being deposited with the United States Post Office, if mailed, or one day after being sent by overnight courier, at the following address, or such other address as a party may have specified by notice give to the Township and Grantee:

Sheldon E. Gross
P.O. Box 545
Deerfield Beach, FL 33443

IN WITNESS WHEREOF, and again stating their intention to be legally bound hereby, the Declarant hereunto set its hand and seal on the day and year first above written.

DECLARANT:

240 Radnor Chester Road Investment, LP

Witness

By:
Title:

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA :
: *SS.*
COUNTY OF :

On this day of , A.D., 2016, before me a Notary Public, personally appeared **SHELDON E. GROSS**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged himself to be the of **240 Radnor Chester Road Investment, LP**, and as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained and desires that the same might be recorded according to law.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

_____ *(SEAL)*
Notary Public

EXHIBIT "A" – Deed Description 240 RC Parcel

**EXHIBIT "A" TO 240 RADNOR CHESTER ROAD
DECLARATION**

RD BK05361-1278 DT-DEED
2013046685 07/08/2013 02:54:47 PM:1
RCD FEE: \$88.50 POL. SUB TAX: \$390,000.00 ST TAX: \$260,000.00

This document prepared by ~~(and after recording return to)~~

Eric A. Heinz, Esq.
Law Offices of Eric A. Heinz, P.C.
1835 Market Street, Suite 1215
Philadelphia, PA 19103-2912
(215) 979-7600 and Return To:
First American Title Insurance Co.
Two Liberty Place, Suite 3010
50 South 16th Street
Philadelphia, PA 19102



Folio # 36-02-01232-01
240 Radnor Chester Road

590950

-----Above This Line Reserved for Official Use Only-----

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS SPECIAL WARRANTY DEED, executed this 28 day of June, 2013 by first party, KPG/ROSEMONT, L.P. (hereinafter referred to as "Grantor") to the second party, 240 RADNOR CHESTER ROAD INVESTMENT, L.P., a Pennsylvania limited partnership (hereinafter referred to as "Grantee").

WITNESSETH: That the first party, for good consideration and for the sum of One Dollar (\$1.00) in hand paid, by the said second party, and other good and valuable consideration, the receipt of which is hereby acknowledge, does hereby grant, convey and warrant unto the said second party, all right, title, interest and claim which the said first party has in and to the described property, and improvements and appurtenances thereto in the County of Delaware, Commonwealth of Pennsylvania to wit: SEE ATTACHED DESCRIPTION OF PROPERTY

Previously referenced as follows: Book 3694, Page 1765 of the Recorder of Delaware County.

Tax parcels # 36-02-01232-01

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 the said Grantor as well as law as in equity, of, in, and to the same.

SUBJECT TO all easements and restrictions of record, if any.

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's assign forever, with all appurtenances thereunto belonging. Grantor covenants with Grantee and Grantee's assigns, that Grantor and any other person, persons, entity or entities in Grantor's name and behalf or claiming under Grantor shall not or will not hereafter claim or demand any right or title to the premises or any part thereof, but they and each of them shall be excluded and forever barred therefrom except as herein set forth.

Exhibit A
Description of Property

ALL THAT CERTAIN lot or parcel of land and premises being 36-02-01232-01 situated in the Township of Radnor, Delaware County, Pennsylvania as more particularly described in Exhibit "A" attached hereto and made a part hereof,

BEGINNING at a point on the Northwestern side of Radnor/Chester Road (45 feet wide, S.R. 1021) where the same is intersected by the division line between the lands now or formerly of Rosemont Construction Company Deed Book 1924 page 254 and the lands now or formerly of Radnor Properties-200 RC, LP a Delaware Limited Partnership Deed Book 2155 page 363 and from said beginning point runs; thence partly along said division line and partly along the lands now or formerly of Radnor Properties-SDC, LP a Delaware Limited Partnership Deed Book 2155 page 389:

- (1) North 24 degrees 15 minutes 00 seconds West a distance of 592.12 feet to a point, a corner of said lands of Radnor Properties SDC, LP; thence along the same partly crossing a 40 feet wide PECO right of way easement,
- (2) North 65 degrees 45 minutes 00 seconds East a distance of 563.61 feet to a point on the Northeasterly side of said PECO right of way and the lands now or formerly of Schiffrin & Barroway Realty, LLC Deed Book 3031 page 852; thence along the same,
- (3) South 27 degrees 07 minutes 00 seconds East a distance of 235.49 feet to a point on the lands now or formerly of Susanne H. Andrews Deed Book 2338 page 1499; thence along the same,
- (4) South 26 degrees 40 minutes 00 seconds East a distance of 58.65 feet to a point on the lands now or formerly of Radnor Township; thence along the same and crossing the head of said right of way,
- (5) South 62 degrees 52 minutes 00 seconds West a distance of 50.00 feet to a point; thence along the same,
- (6) South 26 degrees 40 minutes 00 seconds East a distance of 50.00 feet to a point; thence along the same and crossing the head a certain other 40 feet wide PECO right of way easement,
- (7) North 62 degrees 52 minutes 00 seconds East a distance of 50.00 feet to a point on the said lands of Susanne H. Andrews and on the Northeasterly side of said PECO right of way; thence along said right of way and partly along the said lands of Susanne H. Andrews and partly along the lands now or formerly of James D. Campbell and Susan P. Diamond, his wife Deed Book 2079 page 526,
- (8) South 26 degrees 40 minutes 00 seconds East a distance of 100.00 feet to a point corner to lands now or formerly of 864 Properties, LLC Deed Book 270 page 665; thence along the same and along said right of way the following three courses and distances,
- (9) South 62 degrees 52 minutes 00 seconds West a distance of 94.40 feet to a point; thence,
- (10) South 68 degrees 08 minutes 00 seconds West a distance of 100.00 feet to a point; thence,
- (11) South 24 degrees 15 minutes 00 seconds East a distance of 154.18 feet to a point on the Northwestern side of aforesaid Radnor/Chester Road; thence along the same the following three courses and distances,
- (12) South 68 degrees 08 minutes 00 seconds West a distance of 151.79 feet to a point of curvature; thence,

(13) along the arc of a circle curving to the left having a radius of 1,930.08 feet a central angle of 03 degrees 02 minutes 00 seconds and an arc length of 102.19 feet, said arc subtended by a chord bearing South 66 degrees 37 minutes 00 seconds West a chord distance of 102.19 feet to a point of tangency; thence,

(14) South 65 degrees 06 minutes 00 seconds West a distance of 136.18 feet to the point and place of BEGINNING.

BEING Folio No. 36-02-01232-01

BEING the same premises which Rosemont Construction Company, a Pennsylvania corporation, by Special Warranty Deed dated 12/22/2005 and recorded 01/03/2006 in Delaware County at Record Book 3694 Page 1765, granted and conveyed unto KPG/Rosemont, L.P., a Pennsylvania limited partnership, in fee.

AND, the said Grantor for its successors and assigns, does by these presents, covenant, promise, and agree, to and with the said Grantee, its successors and assigns that the said Grantor, its successors and assigns, all and singular the hereditaments and premise herein above described and granted, or mentioned and intended so to be with the Appurtenances unto the said Grantee, its successors and assigns, against the said Grantor, its successors and assigns, and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by form, or under him, her, them, it, shall and will subject as aforesaid, **SPECIALLY WARRANT AND FOREVER DEFEND.**

IN WITNESS WHEREOF: The said first party has caused these presents to be duly executed dated the day and year first above written.

KPG/ROSEMONT, L.P.

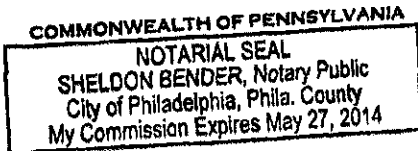
By: KPG Radnor Chester Road, LLC,
Its general partner

By: _____
William H. Glazer, President

Commonwealth of Pennsylvania
County of PHILADELPHIA

AND NOW, this 28th day of June 2013, before me, the undersigned Notary Public, personally appeared William H. Glazer, who acknowledged himself to be the President of KPG Radnor Chester Road, LLC, the sole general partner of KPG/Rosemont, L.P., a Pennsylvania limited partnership and he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Sheldon Bender
Notary Public

My Commission Expires on _____

The address of the within-named Grantee is:

PO Box 1545
DEERFIELD BEACH, FLORIDA
33443

EXHIBIT "B" – Deed Description Residential Parcel

**EXHIBIT "B" TO 240 RADNOR CHESTER ROAD
DECLARATION**

RD BK05638-2134

DT-DEED

2015022415 05/07/2015 01:18:07 PM:1

RCD FEE: \$96.50 POL SUB TAX: \$12,150.00 ST TAX: \$8,100.00



DELAWARE
COUNTY

36-RADNOR \$12,150.00

THOMAS J. JUDGE SR. ROD

Prepared By

First American Title Insurance Company
472 California Road, Suite 300
Quakertown, PA 18951
(215)538-1053

Return To

First American Title Insurance Company
472 California Road
Quakertown, PA 18951

Order No.: **2140600Q ()**

Property Address: **14 Radnor Way, Wayne, Pennsylvania 19087**

Tax Parcel ID: **36-02-01329-00**

Township of **Radnor, Delaware County**

THIS INDENTURE

Made the 29th day of **April, 2015**, between **Jie Jin and Zhe Li as tenants by the entirety** (hereinafter called the Grantor(s)) **AND Sheldon E. Gross and Deborah Gross, husband and wife** (hereinafter called the Grantee(s)).

Witnesseth, That the said Grantor(s) in consideration of **EIGHT HUNDRED TEN THOUSAND** dollars (**\$810,000.00**) paid to the Grantor(s) by the Grantee(s), receipt of which is hereby acknowledged, does (do) grant, bargain, sell and convey to the said Grantee(s), his, her, their heirs, personal representatives, its successors and assigns.

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, hereditaments and appurtenances, Situate in the Township of Radnor, County of Delaware, and State of Pennsylvania, bounded and described in accordance with a Plan and Survey thereof made by Milton R. Yerkes, Civil Engineer, Bryn Mawr, Pennsylvania, on 4/11/1914 and revised 6/7/1945 and 6/16/1945 as follows, to wit:

BEGINNING at a point in the line of land of the Pennsylvania Railroad Company at the distance of 486.53 feet measured South 54 degrees 15 minutes West from a point in the bed of Radnor Chester Road, which point is at the distance of 131.45 feet measured along the center line of the Radnor Chester Road, North 26 degrees 45 minutes West from its intersection with the center line of Radnor Way, thence from said point of beginning South 35 degrees 45 minutes East 125 feet to an iron pin, thence South 54 degrees 15 minutes West 185.45 feet to a spike, thence South 35 degrees 45 minutes East 28.70 feet to an iron pin and South 16 degrees 15 minutes East 49.2 feet to a point, thence South 62 degrees 47 minutes West 86.8 feet to an iron pin; thence North 26 degrees 45 minutes West 189.40 feet to an old stone, thence along lands of the Pennsylvania Railroad Company, North 54 degrees 15 minutes East 256.37 (erroneously stated as 246.37 in prior deed) feet to the first mentioned point and place of beginning.

FOLIO NO. 36-02-01329-00

BEING the same premises which Susanne H. Andrews, by Deed dated 07/13/2012 and recorded 08/02/2012 in the Office of the Recorder of Deeds in and for the County of Delaware in Record Book 5159 Page 240, granted and conveyed unto Jie Jin and Zhe Li, as tenants by the entirety.


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 anywise 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(s), as well at law as in equity, of, in and to the same.

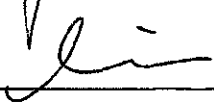
To have and to hold the said lot or piece of ground above described, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee(s), his, her, their, heirs, personal representatives, its successors and assigns, to and for the only proper use and benefit of the said Grantee(s), his, her, their, heirs, personal representatives, its successors and assigns, forever.

AND the said Grantor(s), and his, her, their, heirs and personal representatives, its successors does (do) covenant, promise and agree, to and with the said Grantee(s), his, her, their heirs, personal representatives, its successors and assigns, by these presents, that the said Grantor(s) his, her, their, heirs, and personal representatives, its successors, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with appurtenances, unto the said Grantee(s), his, her their heirs, its successors and assigns, against the said Grantor(s) and his, her their heirs, its successors, and against all and every person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under any of them, shall and will warrant **specialy** the property hereby conveyed.

In Witness Whereof, the said Grantor(s) has (have) hereunto set his/her/its/their hands and seals. Dated the day and year first above written.

WITNESS:



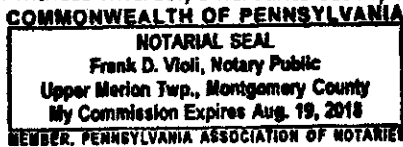
 Jie Jin



 Zhe Li

State of Pennsylvania }
County of Montgomery }

On this, the 29th day of April, 2015, before me the undersigned officer, personally appeared **Jie Jin and Zhe Li**, known to me (or satisfactorily proven) to be the person or persons whose name(s) is (are) subscribed to the within instrument, and acknowledged that he / she / they executed the same for the purposes therein contained.

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

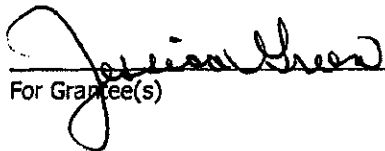




 Notary Public
 My Commission Expires Aug. 19, .2018

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantee(s) herein is PO. Box 545, Deerfield Beach, FL 33443



 For Grantee(s)

Record and return to:
First American Title Insurance Company
472 California Road, Suite 300, Quakertown, PA 18951

STATE OF Pennsylvania)
) SS:
COUNTY OF Philadelphia)

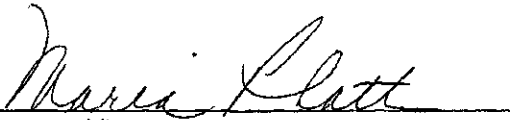
On this **Twenty Fourth** day of **April, 2015**, before me, a Notary Public, personally

appeared **Deborah Gross** known to me or satisfactorily proven, to be the
(Name of Principal)

person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledge that

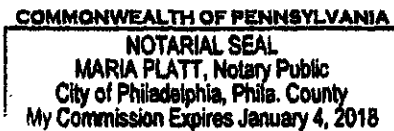
he/she/they executed the same for the purposes herein contained.

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



Notary Public

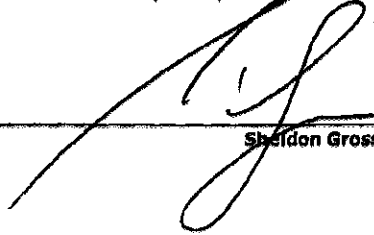
My Commission Expires: 1/4/2018



AGENT ACKNOWLEDGEMENT

I, **Sheldon Gross**, have read the attached power of attorney and am the
(Name of Agent)
person identified as the agent for the principal. I hereby acknowledge that when I act as agent:

I shall act in accordance with the principal's reasonable expectations to the extent actually known by me and, otherwise, in the principal's best interest, act in good faith and act only within the scope of authority granted to me by the principal in the power of attorney.



Sheldon Gross (Agent)

April 24, 2015
(Date)

EXHIBIT "C" – Deed Description 50x50 Parcel

EXHIBIT C TO 240 RADNOR CHESTER ROAD DECLARATION

Sheet 2 - 16 - 1

DEED—Trustee's Covenant • Corporation • Individual. No. 772A Printed for and Sold by John C. Clark Co., 1410 N. Penn Square, Phila.

This Indenture

Made the 26th day of September in the year of our Lord one thousand nine hundred and fifty-five (1955) BETWEEN THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS, BENJAMIN CHEW, JR. and DAVID CHEW STEPHENSON, Trustees under Deed of Trust of Mary J. B. Chew and Martha M. Brown, (hereinafter called the Grantors) of the one part,

and TOWNSHIP OF RADNOR (a municipal corporation located in Delaware County, Pennsylvania), (hereinafter called the Grantee),

of the other part, Witnesses, That the said Grantors,

for and in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION

lawful money of the United States of America, unto them well and truly paid by the said Grantee

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents do

grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors

and assigns, ALL THAT CERTAIN lot or piece of ground SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, BEGINNING at a point on the Easterly boundary line of a larger tract of ground, of which this is a part, which beginning point is determined by measuring from a point in the middle line of Radnor-Chester Road which is 1460.15 feet Eastwardly from its intersection with Lancaster Avenue the following courses and distances: leaving Radnor-Chester Road on a course bearing North 24 degrees 15 minutes West 174.20 feet to a point; thence along a portion of the Southerly boundary line of other land owned by the Grantor, of which this is a part, North 68 degrees 08 minutes East 100 feet to a point; thence North 62 degrees 52 minutes East 94.40 feet to a point; thence North 26 degrees 40 minutes West 100 feet; thence from said beginning point, the following courses and distances:

North 26 degrees 40 minutes West 50 feet to a point; South 62 degrees 52 minutes West 50 feet to a point; South 26 degrees 40 minutes East 50 feet to a point; North 62 degrees 52 minutes East 50 feet to the first mentioned point and place of beginning.

UNDER AND SUBJECT to covenants, easements, rights and restrictions now of record.

Together with all and singular _____
ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto 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 Grantors _____
_____ 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 _____

_____ hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, _____ unto the said Grantee, its successors _____

_____ and assigns to and for the only proper use and behoof of the said Grantee, its successors _____

_____ and assigns forever

UNDER AND SUBJECT AS AFORESAID. _____

And the said Grantors do hereby _____

covenant, promise and agree, to and with the said Grantee, its successors _____

_____ and assigns, by these presents, that— they — the said Grantors, have _____

not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.

In Witness Whereof, the said Grantors have hereunto set their hands and affixed or caused to be affixed their seals the day and year first above written. _____

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS

SEALED AND DELIVERED
IN THE PRESENCE OF US:

Kathryn L. Freeman
Joseph D. Lounge

By Herbert O. Frey (SEAL)
Attest A. Wharton
Benjamin Chew, Jr. (SEAL)
David Chew Stephenson (SEAL)
Trustees as aforesaid

On the 26th day of September Anno Domini 1955, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the CITY OF PHILADELPHIA personally appeared the above-named BENJAMIN CHEW, JR. and DAVID CHEW STEPHENSON, Trustees as aforesaid, _____

_____ and in due form of law acknowledged the above Indenture to be their and each of their _____ act and deed, and desired the same might be recorded as such. _____

Witness my hand and Notarial seal the day and year aforesaid. _____

Joseph D. Lounge
JOSEPH D. LOUNGE, Notary Public
PHILA. PHILA. CO., PA.
My Commission Expires Jan. 7, 1959

Revised, the day of the date of the within or foregoing Indenture, of the within named Grantee the full consideration hereinbefore mentioned.

I hereby certify that the consideration of the within conveyance is less than One Hundred Dollars (\$100.00).
By Herbert O. Frey, Vice President
Frank A. Melnikoff REAL ESTATE OFFICER

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS

On the 27th day of September 1955, before me, the subscriber,

personally appeared A.W. SWELSON of the said

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS, Trustee as aforesaid, who being duly sworn according to law, says that he was personally present at the execution of the above Indenture, and saw the Common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said Corporation; that the said Indenture was duly sealed and delivered by HERBERT O. FREY VICE PRESIDENT of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned,

and that the names of HERBERT O. FREY as VICE PRESIDENT of the said Corporation, subscribed to the above Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

and subscribed before me, the day and year aforesaid. WITNESS my hand and Notarial seal.

Joseph D. Lodge
JOSEPH D. LODGE, Notary Public
PHILA., PHILA. CO., PA.

My Commission Expires Jan. 7, 1959

A.W. Swelson

The address of the within-named Grantee is Wayne, Pennsylvania

On behalf of the Grantee

PCBT.

THE PENNSYLVANIA COMPANY FOR BANKING AND TRUSTS, BENJAMIN CHEW, JR. and DAVID CHEW, SWEETENED, Trustees under Deed of Trust of Mary J. B. Chew and Martha M. Brown.

to

TOWNSHIP OF RADNOR

PREMISES, Radnor Township, Delaware County, Pennsylvania

B-53 John C. Clark Company, Philadelphia, 772A

GREENWELL & PORTER
MAYOR, PENNSYLVANIA

Recorded in the office for the recording of Deeds in and for

in Deed Book No. page &c.

Witness my hand and seal of Office this day of

Anno Domini 19

Recorder

Deputy Recorder