

DEED

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76.00  
2.00

THIS GRANT OF EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, hereinafter referred to as the "Easement" made the 21<sup>st</sup> day of August, in the year One Thousand Nine Hundred and Eighty-Eight.

BETWEEN, WILLIAM L. McLEAN III and ELIZABETH P. McLEAN (husband and wife) having an address at 139 Cherry Lane, Wynnewood, Lower Merion Township, Montgomery County, Pennsylvania 19096, and JOSEPH K. GORDON and RAY McLEAN GORDON (husband and wife) having an address of 441 Glyn Wynne Road, Haverford, Lower Merion Township, Montgomery County, Pennsylvania 19041, collectively the party of the first part, hereinafter called "Grantor",

AND

BRANDYWINE CONSERVANCY, INC., a corporation of the State of Delaware, party of the second part, hereinafter called "Grantee",

WITNESSETH:

WHEREAS, Grantor is the owner of certain tracts of ground in Lower Merion Township, Montgomery County, Commonwealth of Pennsylvania, containing approximately 19.707 acres of land, be the same more or less, hereinafter called the "Property," which includes parcels containing approximately 5.6 acres, and 19.1 acres, more or less, hereinafter referred to as "Conservation Easement Area" and Remaining Lands respectively, as shown on a survey dated May 15, 1987 prepared for Cherry Lane Associates by Real Estate Engineering Associates, Inc., and updated by the Brandywine Conservancy's Environmental Center and described by legal description attached hereto and made a part hereof as Exhibits "A" and "B", respectively; and

WHEREAS, the specific conservation values of the Property are documented in a natural resources inventory dated August 26, 1988, on file at the office of Grantee and incorporated by this reference ("Baseline documentation") which consists of reports, maps, photographs, and other documentation intended to provide Grantor and Grantee with an accurate representation of the Property at the time of this Easement and which will serve as an objective information baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, Lower Merion Township has granted subdivision approval of the Property under the provisions of the Lot Averaging section of the Zoning Code and subject to the condition that a conservation easement be conveyed to Grantee, and that

016326

WILLIAM L. McLEAN III  
ELIZABETH P. McLEAN  
JOSEPH K. GORDON  
RAY McLEAN GORDON

REALTY TRANS. TAX PAID  
STATE \_\_\_\_\_  
LOCAL \_\_\_\_\_  
PER MLC

BR 43968 406



DEED

this Easement be recorded in the Office of the Recorder of Deeds of and for Montgomery County, Pennsylvania ;

WHEREAS, maintenance of the Conservation Easement Area shall be undertaken by the Owners of Lots ("Lots" to be defined as a lot or a parcel of ground shown on the Subdivision Plan, there being a total of fourteen (14) such Lots within the Property, of which Lots 2, 3, 5, 6, 7, 11, 12 and 13 each contain a portion of the Conservation Easement Area within their boundaries) and by the Sydbury Glen Homeowners Association, Inc. (the "Association"), a Pennsylvania non-profit membership corporation, to be formed pursuant to a Declaration of Covenants, Conditions and Restrictions for Sydbury Glen Homeowners Association (the "Declaration"), to be recorded simultaneously with this Easement;

WHEREAS, the Property includes floodplain and steep slopes which would be highly susceptible to erosion damage and an increase in stormwater runoff which could adversely affect stream water quality, local groundwater supplies and stream flooding patterns should the trees or other vegetation be improvidently removed; and

WHEREAS, Grantor and Grantee desire to preserve the natural, open space, scenic, and water resources of the Property and further desires to conserve and protect the Conservation Easement Area from soil erosion, water pollution, natural disruption, man-induced disturbance, and enjoyment of this watershed and its resources; and

WHEREAS, Grantee is a publicly-supported charity organized for the purpose of preserving historic sites, natural areas, open space, and areas important to the management of water resources.

NOW THEREFORE, for and in consideration of the mutual promises herein contained and for the further consideration of the sum of Five Dollars (\$5.00) lawful money of the United States of America, in hand paid by Grantee to Grantor, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby mutually agree, grant, convey, and declare as follows:

1. STATEMENT OF GRANT

Grantor hereby unconditionally and absolutely grants and conveys unto Grantee, its successors and assigns, in perpetuity, an Easement in Gross and a declaration of restrictive

covenants with respect to the Property, as more particularly hereinafter set forth exclusively for the purposes of preserving and protecting the present scenic, natural, open space, and water resource values of the Property. Grantee hereby accepts the Easement and agrees to hold it exclusively for such purposes.

2. RESTRICTIONS ON USE

In order to accomplish, safeguard and promote the purposes of the Easement set forth in Paragraph 1 above, Grantor hereby declares and covenants that the following restrictions are hereby imposed and shall apply forever to the use and enjoyment of the Conservation Easement Area:

A. No industrial or commercial activities shall be conducted or permitted in the Conservation Easement Area.

B. General maintenance of the Conservation Easement Area shall be performed by Owners of the Lots and by the Association pursuant to the provisions of the Declaration, and shall be conducted in compliance with the following requirements:

(i) Good conservation practices must be employed to minimize soil erosion and other damaging occurrences; and

(ii) Pesticides, herbicides, insecticides, fertilizers or other soil, flora or fauna additives shall not be used in a manner which would cause significant deterioration of surface or ground water quality and shall not be deposited, dumped, or abandoned within one hundred (100) feet of streams.

C. No signs, billboards, or outdoor advertising structures shall be placed, erected, or maintained on the Conservation Easement Area, other than a reasonable number of signs not exceeding six (6) square feet for the following purposes:

(i) To state the name of the Property or any portion thereof and the names and addresses of any occupants;

(ii) To advertise the sale or lease of the Property or any portion thereof;

(iii) To post the Conservation Easement Area against activities either prohibited or not specifically permitted under the provisions of this Easement;

and (iv) To state the names of streets on the Property;

(v) Traffic safety.

Provided, however, that this sub-paragraph C shall not limit the display, in the Conservation Easement Area, upon the mutual agreement of the Association and Grantee, of such discrete signs as Grantee may customarily use to identify lands under conservation easement to Grantee and the terms of such easement.

D. No quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials shall be permitted from the Conservation Easement Area except in connection with an activity or construction permitted herein.

E. No mining or removal of groundwater shall be permitted within the Conservation Easement Area.

F. No diking, draining, or filling of wetlands shall be permitted within the Conservation Easement Area.

G. No depositing, dumping, or abandoning of any solid waste, junk, liquid wastes, or chemical substances on or in the ground shall be permitted in the Conservation Easement Area excepting:

(i) Biological and chemical substances used in horticultural activities, so long as such substances are used in compliance with the requirements stated in Paragraph 2.B.(ii) herein.

(ii) Effluent from improvements now existing in the Conservation Easement Area as shown on Exhibit "A";

H. No cutting or removing of trees shall be permitted in the Conservation Easement Area, except:

(i) To remove trees which are fallen, dead, diseased, or dangerous,

(ii) To adhere to the requirements of the landscaping plan prepared by The Delta Group, dated March 3, 1988, (the "Landscaping Plan").

(iii) To install, construct, repair and maintain improvements and utilities in accordance with the provisions of



Paragraph 3 and as permitted by the provisions of the Subdivision Plan (for the purposes of this Easement, "Subdivision Plan" shall mean that certain subdivision plan dated April 3, 1987, prepared by Real Estate Engineering Associates, Inc., last revised on April 26, 1988, and to be recorded in Montgomery County, Pennsylvania.

I. No building, structure, improvement, or facility (hereinafter called an "Improvement") shall be constructed, repaired, remodeled, reconstructed, or maintained in the Conservation Easement Area, provided, however, Grantor hereby reserves the following rights as described in Paragraph 3 below.

3. PERMITTED USES

Grantor hereby declares and covenants that the following uses are permitted on the Conservation Easement Area, subject to the limitations contained in Paragraph 4 and Paragraph 5 herein, and shall apply forever to the use and enjoyment of the Property.

A. To repair, remodel, reconstruct, maintain and enlarge (in the case of the pond) the Improvements now existing on the Conservation Easement Area, which include one (1) pond and one (1) spring house, all as identified on Exhibit "A" attached hereto.

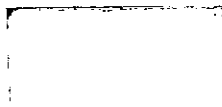
B. To construct, repair, remodel, reconstruct, and maintain the following Improvements on the Conservation Easement Area:

(i) One (1) pond constructed for stormwater retention, in addition to the existing pond as specified in 3(A) above;

(ii) Impervious and non-impervious structures necessary to change grade, including but not limited to stairs, retaining walls or ramps;

(iii) Sanitary sewer lines and a sanitary sewer pumping station with appurtenant fixtures and equipment (which may be enlarged if required by the usage of such facilities by properties, including the Lots, hereafter connected with or using such lines or station or by the appropriate governmental authorities);

(iv) Underground public water, electric, gas and cable television transmission lines;



(v) Entry gates, retaining walls and a schoolchildrens' bus stop shelter which, if constructed, shall be located at the entrance to the Property;

(vi) A driveway which, if constructed, shall be constructed to provide access from Lot 2 to North Sydbury Lane; and

(vii) Any other improvements shown on the final subdivision plans approved by the Township of Lower Merion and the Montgomery County Planning Commission in connection with the granting of subdivision approval for the Property.

4. REQUIREMENTS FOR GRANTEE APPROVAL OF IMPROVEMENTS

A. A plan describing the location, size, bulk, and height, where applicable, of any proposed improvement allowable under Paragraph 3, must be submitted to Grantee for review and written approval prior to the construction of said improvement on the Conservation Easement Area. Said plan shall include the location and a written narrative of all stormwater management facilities and erosion control methods such as berms, basins, haybales, and reseeding schedules, where applicable. All existing vegetation and proposed vegetation removal, including trees of eight inch caliber or greater, shall be shown. Such improvements shall be constructed by methods which are attentive to minimizing disturbances to the environment, including but not limited to minimal removal of vegetation, minimal movement of earth, and minimal clearance of access routes for construction vehicles. The improvements shown on the final subdivision plans approved by the Township of Lower Merion and the Montgomery County Planning Commission in connection with the granting of subdivision approval for the Property shall be deemed to satisfy the requirements of this Paragraph 4 and shall require no further approval of Grantee. Grantor agrees to notify Grantee prior to the commencement of construction as shown on the Subdivision Plan so that Grantee may be assured that minimal disturbance to the environment, including vegetation removal, minimal removal of earth, and minimal clearance for access routes, shall occur during the course of such construction.

B. The total impervious ground surface coverage on the Conservation Easement Area shall be limited to one percent (1%) of the total area of the Conservation Easement Area.

5. SUBDIVISION OF PROPERTY

A. No subdivision of the Conservation Easement Area shall take place, and no development or construction of any kind shall be permitted except in accordance with the provisions of Paragraphs 3 and 4.

B. Subject to the review and written approval of Grantee, Grantor during the initial development of the Property, for a period not to exceed four years, reserves the right to make changes in the title lines dividing one or more of the Lots then owned by Grantor, and to change the location and size, of any part of the Conservation Easement Area or any easement over any part of the Conservation Easement Area, to the extent that Grantor may in its judgment deem necessary or desirable in connection with the improvement and development of the Property contemplated by this Declaration, provided however, that in all cases, the Conservation Easement Area shall not be substantially reduced in acreage by such changes.

6. LIMITATIONS OF USE OF CONSERVATION EASEMENT AREAS FOR PURPOSES OF BUILDING DENSITY REQUIREMENTS

No requirement of state or local laws regulating building density that is applicable to the Property or other lands not subject to this Easement shall be satisfied by taking the Conservation Easement Area, or any portion thereof, into account, except to the extent necessary to make subdivision of parcels as shown on Exhibit "A" meet the requirements of any zoning or comparable laws. For the purposes of this Paragraph 6, "building density" shall mean the number of "units per acre."

7. GRANTOR'S DUTY TO NOTIFY

Grantor, prior to performing or permitting any activity, described in this Easement which requires prior written approval of Grantee, hereby agrees to submit to Grantee for review and approval the required information in writing. Grantee agrees in such cases to review the Grantor's proposal and to acknowledge, execute, and deliver to Grantor a written instrument granting approval or stating the reason for denial within ninety (90) days of written request from Grantor. In the event that Grantee fails to respond to Grantor's written request within ninety (90) days, approval shall be deemed granted on the ninetieth (90th) day after submission of the request. Following approval of the proposal, Grantor, their successors or assigns, shall have five (5) years from the date of approval to complete approved actions. If the construction of a previously approved

improvement is not completed within five (5) years, Grantor must re-submit the request to Grantee for review and approval according to the procedures described in this Paragraph 7.

8. NOTICE

All notices, consents, approvals, or other communication hereunder shall be in writing and shall be deemed properly given if sent by U.S. certified mail, return receipt requested, addressed to the appropriate party or successor in interest at the address most recently provided.

9. PROHIBITION OF PUBLIC ACCESS

Nothing herein shall be construed as a grant to the general public or to a person or persons other than Grantee of the right to enter upon any part of the Property. Grantor reserves unto themselves and their successors in title to the Property, all rights, privileges, powers, and immunities, including the right of exclusive possession and enjoyment, subject only to the terms and covenants of the Easement.

10. ENFORCEMENT RIGHTS OF GRANTEE

Grantee shall have the right to enter upon the Property for the purpose of inspecting the same to determine compliance herewith, of enforcing this Easement, or of taking any and all actions with respect to the Property as may be necessary or appropriate with or without order of court to remedy or abate any violation hereof.

In the event that a breach of these restrictions by Grantor or by a third party comes to the attention of Grantee, Grantee must notify Grantor in writing of such a breach. Grantor shall have thirty (30) days after receipt of such notice to undertake actions, including restoration of the Property, that are reasonably calculated to swiftly correct the conditions constituting such a breach. If Grantor fails to take such corrective action, Grantee shall at its discretion undertake such actions, including appropriate proceedings, at law and in equity, as are reasonably necessary to enforce the provisions of this Easement and to effect such corrections. The cost of such corrections, including Grantee's expenses, court costs, and legal fees, shall be paid by Grantor, provided that Grantor is determined to be responsible for the breach.





11. MAINTENANCE AND ASSESSMENT OBLIGATIONS OF GRANTEE

Grantee shall be under no obligation to maintain the Property, or any portion thereof, or pay taxes or assessments thereon.

12. SUCCESSORS IN INTEREST

Except where the context requires otherwise, the term "Grantor" and "Grantee", as used in this instrument, and any pronouns used in place thereof, shall mean and include, respectively, Grantor and their representatives, heirs, successors, and assigns, and Grantee and its successors and assigns. Notwithstanding anything herein to the contrary, upon the sale or other conveyance of a Lot subject to the Conservation Easement, the Grantor shall be relieved of all further responsibility and liability with respect to such Lot, and the portion thereof subject to the Easement, and the Association and the grantee of such Lot shall assume and be responsible for such responsibilities and liabilities of Grantor herein; and successive grantees of Lots shall be similarly relieved by their successor grantee of the aforesaid responsibilities and liabilities by the Association and by their successor grantees.

13. STATEMENT OF COMPLIANCE

Grantor hereby agrees to request in writing at least thirty (30) days prior to the sale, transfer, or long term (ten years or more) lease of the Conservation Easement Area, or any portion thereof, a written instrument from Grantee stating that Grantor is in compliance with the terms and conditions of this Easement, or if Grantor is not in compliance with this Easement, stating what violations of this Easement exist. Grantee agrees in such cases or at any other time to acknowledge, execute, and deliver to Grantor or to any mortgagee, transferee, purchaser, or lessee such a written instrument concerning compliance within thirty (30) days of written request from Grantor. Grantor shall provide a copy of Grantee's compliance statement to any purchaser, mortgagee, lessee, or assignee and shall advise Grantee in writing at least ten (10) days in advance of any transfer, lease or sale of the Conservation Easement Area, or any portion thereof. Any costs incurred by Grantee in determining compliance and advising Grantor as to compliance or costs incurred as a result of Grantor's failure to notify Grantee of transfer, sale, assignment, or lease of the Conservation Easement Area, or any portion thereof, shall be paid by Grantor, their successors or assigns. Upon the initial conveyance of a individual lot within the Property to an owner other than the





Grantor, all references to "Grantor" with respect to such individual lot in this Paragraph shall be deemed to refer to the owner of such individual lot.

14. LIMITATION OF GRANTOR LIABILITY

Grantor and each subsequent owner of any of the parcels which comprise the Conservation Easement Area, or any part thereof shall have no personal liability for the observance or performance of the covenants and obligations of Grantor hereunder after such party has conveyed his, her, its, or their interest in the Conservation Easement Area, provided that the provisions of Paragraph 13 have been fulfilled and all obligations thereunder discharged.

15. CHANGE IN ECONOMIC CONDITIONS

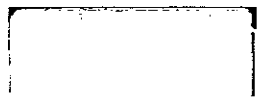
The fact that any use of the Property that is expressly prohibited by this Easement, or any other use determined to be inconsistent with the purpose of this Easement, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted by this Easement, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the benefit to the public of the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes should not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to Paragraph 16. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment pursuant to Paragraph 16.

16. EXTINGUISHMENT

Grantee and any successors in interests shall exhaust all legal remedies in order to preserve and protect the conservation purposes of this Easement. Grantor shall cooperate with Grantee in Grantee's performance of its obligations under the foregoing sentence of this Paragraph 16.

17. PROCEEDS

A. In the event that all or part of the Easement is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the conservation goals imposed by this Easement, Grantor and Grantee shall join in appropriate



action at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All expenses incurred by Grantor and Grantee in such actions to extinguish or terminate this Easement shall be paid on a shared basis out of any recovered proceeds.

B. Net proceeds recovered from any action in eminent domain, or from the first lawful sale, exchange, or involuntary conversion of the Property after the restrictions contained within this Easement have been extinguished by judicial proceedings because of a change in conditions surrounding the Property, shall be distributed between Grantor and Grantee in shares proportionate to the fair market value of their respective interests at the date of such taking or extinguishment; provided, however, that in no event shall Grantee's share of said net proceeds be less than the value of the Easement as of the date hereof or the amount of said net proceeds, whichever is less. Grantee shall use its share of the proceeds exclusively for the acquisition of interests in land for conservation purposes. For purposes of this Paragraph, proceeds shall not include an amount equal to the fair market value of any Improvements constructed on the Property subsequent to the granting of this Easement.

18. FAILURE OF GRANTEE TO ENFORCE

If at any time any organization, agency, or person having rights or duties hereunder as Grantee shall fail to enforce the restrictions set forth in this Easement, Grantor or any governmental unit of Montgomery County shall have the right to bring suit against Grantee for specific performance.

19. TRANSFER OF GRANTEE'S INTEREST

In the event Grantee shall cease to be an organization as described in Paragraph 20 herein, its rights and duties hereunder shall become vested in and fall upon one of the following named entities to the extent such entity shall evidence acceptance of and agree to fully enforce same:

A. Natural Lands Trust;

B. The Township of Lower Merion, a political subdivision of Montgomery County and the Commonwealth of Pennsylvania;

C. Montgomery County, a political subdivision of the Commonwealth of Pennsylvania; or



D. Such other organizations as may be designated under the doctrine of cy pres by a court of competent jurisdiction; provided, however, that at the time of such designation, such entity shall be an organization as described in Paragraph 20 of this Easement.

20. ASSIGNABILITY

Grantee and its assigns shall have the right to assign either wholly or partially its right, title, and interest hereunder only to an organization acceptable to the Commissioners of Lower Merion Township able to enforce the restrictions contained herein; which has purposes similar to those of Grantee, and which encompass the purposes set forth in this Easement. Such an organization must at the time of the assignment be a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code and one which is organized or operated primarily or substantially for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code. Any assignment of benefits by Grantee (or successor) must require the transferee to carry out the purposes of this Conservation Easement.

21. INTENT OF CONTRIBUTION

It is intended that this Easement shall constitute a "Qualified Conservation Contribution" within the meaning of Section 170(h)(1) of the Code and the provisions hereof shall be construed and applied accordingly.

22. EASEMENT IN 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 parties hereto and shall be covenants running with the land in perpetuity.

23. SEVERABILITY

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

BOOK 4896: 417



24. INTERPRETATION

The parties hereto agree to interpret this Easement in good faith to achieve the objectives set forth herein, and to consult with each other with regard to the interpretation of this Agreement as it may apply to events and circumstances affecting the Conservation Area.

IN WITNESS WHEREOF, and again stating their intention to be legally bound hereby, the said parties have hereunto set their hands and respective seals the 27<sup>th</sup> day of August, 1988.

Paul B. Jurek  
WITNESS

William L. McLean, III (SEAL)  
WILLIAM L. MCLEAN, III

Paul B. Jurek  
WITNESS

Elizabeth P. McLean (SEAL)  
ELIZABETH P. MCLEAN

Paul B. Jurek  
WITNESS

Joseph K. Gordon (SEAL)  
JOSEPH K. GORDON

Paul B. Jurek  
WITNESS

Ray McLean Gordon (SEAL)  
RAY MCLEAN GORDON

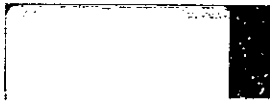
BRANDYWINE CONSERVANCY, INC.

BY W. Jurek

ATTEST W



REV 48962 418





COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF Montgomery:

: SS

On this, the 27th day of August, 1988, before me a Notary Public Dawn G. Arnold, the undersigned officer, personally appeared Joseph K. Gordon, 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.

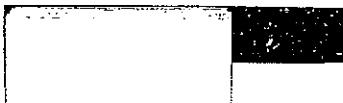
set my hand and official seal.

IN WITNESS WHEREOF, I hereunto

Dawn G. Arnold (SEAL)  
Notary Public

My commission expires:

DAWN G. ARNOLD, Notary Public  
Lower Merion Twp., Montgomery Co.  
My Commission Expires March 26, 1990





COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF Montgomery :

: SS

On this, the 27<sup>th</sup> day of August, 1988, before me a Notary Public Dawn G. Arnold, the undersigned officer, personally appeared Ray McLean Gordon, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

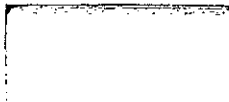
set my hand and official seal.

IN WITNESS WHEREOF, I hereunto

Dawn G. Arnold (SEAL)  
Notary Public

My commission expires:

DAWN G. ARNOLD, Notary Public  
Lower Merion Twp., Montgomery Co.  
My Commission Expires March 26, 1990





COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF *Montgomery* :

On this, the 27<sup>th</sup> day of August, 1988, before me a Notary Public, Dawn G. Arnold, the undersigned officer, personally appeared William L. McLean, III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

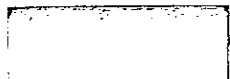
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dawn G. Arnold (SEAL)  
Notary Public

My commission expires:

DAWN G. ARNOLD, Notary Public  
Lower Merion Twp., Montgomery Co.  
My Commission Expires March 25, 1990

EX 48968 421







COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Montgomery :

: SS

On this, the 27<sup>th</sup> day of August, 1988, before me a Notary Public Dawn G. Arnold, the undersigned officer, personally appeared Elizabeth McLean, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

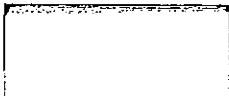
set my hand and official seal.

IN WITNESS WHEREOF, I hereunto

Dawn G. Arnold (SEAL)  
Notary Public

My commission expires:

DAWN G. ARNOLD, Notary Public  
Lower Merion Twp., Montgomery Co.  
My Commission Expires March 26, 1990





State of Delaware  
 COMMONWEALTH OF PENNSYLVANIA: : SS.  
 COUNTY OF New Castle :

On the 24th day of August, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James Thompson Allen Jr., who acknowledged himself to be the Vice President of BRANDYWINE CONSERVANCY, INC., a Delaware corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

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

Barbara J. White  
 Notary Public  
 My Commission Expires: 7-5-90

4896 423

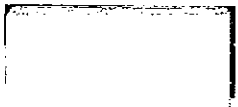




EXHIBIT "B"

ALL THAT CERTAIN parcel of land situate in Lower Merion Township, Montgomery County, Pennsylvania, being shown as Conservation Easement Area for Cherry Lane Associates dated April 3, 1987 and last revised April 25, 1988 by Real Estate Engineering Associates, Inc., Devon, Pennsylvania, and being more fully described as follows:

BEGINNING at a monument on the curvature of the northeast right of way line at the intersection of Cherry Lane and Llanfair Road, being the southwest corner of Lot Number 3, thence from said point of beginning along the right of way line of Llanfair Road the following three (3) course and distances: (1) curving to the right having a radius of 15.00 feet, an arc distance of 23.56 feet and a chord bearing North 06 degrees 00 minutes 00 seconds East to a monument; (2) North 51 degrees 00 minutes 00 seconds East 54.18 feet to a point of curvature on the right of way line at the intersection of Llanfair Road and South Sydbury Lane; (3) curving to the right having a radius of 15.00 feet, an arc distance of 20.34 feet and a chord bearing South 89 degrees 00 minutes 38 seconds East to a point on the right of way line of South Sybury Lane; thence along a line curving to the left having a radius of 200.00 feet, an arc distance of 39.09 feet and a chord bearing South 54 degrees 37 minutes 18 seconds East to a point; thence South 60 degrees 13 minutes 15 seconds East 65.00 feet to a point; thence leaving said right of way through the interior of Lot Number 3 the following three (3) courses and distances: (1) South 29 degrees 45 minutes 45 seconds West 30.00 feet; (2) North 60 degrees 13 minutes 15 seconds West 22.99 feet; (3) South 51 degrees 00 minutes 00 seconds West 81.70 feet to a point in the right of way line of Cherry Lane; thence along said right of way line North 39 degrees 00 minutes 00 seconds West 85.00 feet to the point of beginning.

CONTAINING: 10,000.91 square feet (0.252 acres, more or less)

BEGINNING at a point on the curvature of the southwest right of way line of the intersection of Cherry Lane and Llanfair Road, being the southeast corner of Lot Number 2; thence from said point of beginning along the right of way line of Llanfair Road the following three (3) course and distances: (1) curving to the left having a radius of 15.00 feet, an arc distance of 23.56 feet and a chord bearing South 84 degrees 00 minutes 00 seconds East to a point; (2) North 51 degrees 00 minutes 00 seconds East 55.18 feet to a point of curvature on the right of way line at the intersection of Llanfair Road and North Sydbury Lane; (3) curving to the left having a radius of 15.00 feet, an arc

BOOK 48883 424



DEED

distance of 20.57 feet and a chord bearing North 11 degrees 42 minutes 44 seconds East to a point on the right of way line of North Sydbury Lane; thence continuing along said right of way line curving to the right having a radius of 200.00 feet, an arc distance of 151.74 feet and a chord bearing North 05 degrees 50 minutes 25 seconds West to a point; thence leaving said right of way and proceeding through the interior of Lot Number 2 South 51 degrees 00 minutes 00 seconds West 126.88 feet to a point in the right of way line of Cherry Lane; thence along said right of way line South 39 degrees 00 minutes 00 seconds East 85.00 feet to the point of beginning.

CONTAINING: 9,848.78 square feet (0.226 acres, more or less)

BEGINNING at a point on the curvature on the right of way line of North Sydbury Lane and in the title line of Lot Number 5 and 6, said point of beginning being South 63 degrees 18 minutes 24 seconds East 25 feet from a point in the center line of North Sydbury Lane said point also being the northwest corner of Lot Number 5 and the southwest corner of Lot Number 6; thence from the point of beginning and along the right of way line of North Sydbury Lane and South Sydbury Lane the following two (2) course and distances: (1) curving to the left having a radius of 150.00 feet, an arc distance of 227.54 feet and a chord bearing South 16 degrees 45 minutes 50 seconds East to a monument; (2) South 60 degrees 13 minutes 15 seconds East 118.24 feet to a point; thence leaving said right of way and proceeding in a northerly direction through Lot Number 5 North 31 degrees 36 minutes 00 seconds East 156.72 feet to a point in the title of Lot Number 5 and 6; thence through Lot Number 6 North 31 degrees 36 minutes 00 seconds East 150.00 feet to a point in the title line of Lot Number 6 and 7; thence North 31 degrees 36 minutes 00 seconds East 150.00 feet to a point in the title line of Lot Number 7 and at the corner of Lot Numbers 8 and 11; thence along the title line of Lot Numbers 8 and 11 North 18 degrees 49 minutes 45 seconds East 275.98 feet to a point marking the corner of Lot Numbers 8, 11, 12, and 10; thence along the title line of Lot Numbers 12 and 10 North 06 degrees 03 minutes 53 seconds East 177.87 feet to a point; thence along the north title line of Lot Number 12 North 45 degrees 51 minutes 00 seconds West 150.00 feet to a point marking the corner of Lot Numbers 12 and 13; thence along the title line of Lot Number 13 North 45 degrees 51 minutes 00 seconds West 90.41 feet to a monument marking the northeast corner of Lot Number 13; thence along the title line of Lot Number 13 and the lands of Charles Winsor James Townsend, III South 56 degrees 25 minutes 00 seconds West 233.27 feet to a point; thence leaving said title line and proceeding in a easterly direction through Lot Numbers

BOOK 4896 425



**DEED**

13, 12, and 11 the following three (3) courses and distances: (1) South 40 degrees 54 minutes 24 seconds East 157.82 feet to a point; (2) South 20 degrees 47 minutes 23 seconds East 271.51 feet to a point; (3) South 20 degrees 17 minutes 58 seconds West 119.24 feet to a point in the title line of Lot Number 11 and 7; thence proceeding in a westerly direction along the afore said title line North 77 degrees 12 minutes 11 seconds West 142.00 feet to a point on a curvature on the right of way line of North Sydbury Lane; thence along said right of way curving to the right having a radius of 175.00 feet, an arc distance of 98.73 feet and a chord bearing South 28 degrees 57 minutes 33 seconds West to a point; thence South 45 degrees 07 minutes 17 seconds West 95.35 feet to a monument on a curvature; thence curving to the left having a radius of 150.00 feet, an arc distance of 48.24 feet and a chord bearing South 35 degrees 54 minutes 25 seconds West to the point of beginning.

Containing: 224,460.48 square feet (5.152 acres, more or less)

The Conservation Easement Area being a portion of Montgomery County Tax Parcel Number 40-000-10404-00-5.

OK  
MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
45-28-10404-00-5 LOWER MERION  
151 CHERRY IN  
GORDON FAY MCLEAN & JOSEPH K. S. 7/11/88  
E 334D U 003 L 1108 DATE: 09/07/88

4896 426



DEED

Realty Transfer Tax  
Statement of Value

Page Two

B. Transfer Data (continued)

Grantor: Mr. and Mrs. Joseph K. Gordon  
Street: 441 Glyn Wynne Road  
City: Haverford, PA 19041

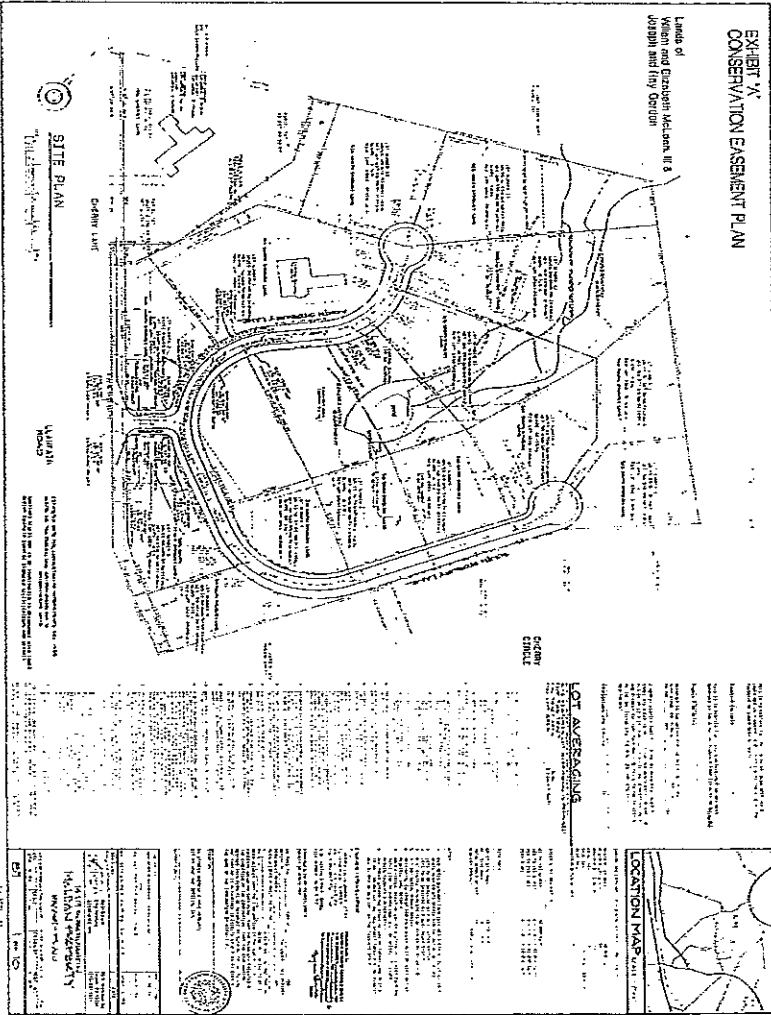
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FILE

EXHIBIT 'A'  
CONSERVATION EASEMENT PLAN

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Weak print on  
final instrument  
Microfilm Dept.

Weak print on  
original instrument  
Microfilm Dept.

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