

FILE COPY

**DEED OF SLOPE EASEMENT**

**THIS DEED OF EASEMENT** is made this 6<sup>th</sup> day of October, 2011 by and between Nancy E. Truitt, with a mailing address of P.O. Box 1007, Unionville, PA 19375 (hereinafter "Grantor" or "Truitt") and London Grove West, LP, having the following business of 234 North James Street, Newport, DE 19804 (hereafter "Grantee") and WSFS Bank (hereafter "Grantor's Mortgagee").

**BACKGROUND**

Grantor is the owner of two subdivided parcels of land, one parcel being UPI No. 59-5-120, containing approximately 21.01 gross acres, and the other parcel being UPI No. 59-5-120.4, containing approximately 4 acres (hereafter collectively "Truitt's Property"). Both parcels comprising Truitt's Property are contiguous and have frontage on the north side of PA Route (SR0041), London Grove Township, Chester County, Pennsylvania. Legal descriptions of the two (2) parcels comprising Truitt's Property are attached hereto and made part hereof as **Exhibit "A"**. Grantee, London Grove West, LP, is the owner of properties (Tax Parcel Nos. 59-5-77.3A and 59-5-77.1) on the south side of SR0041 and seeks to develop the said properties with four (4) office/ retail buildings containing approximately 156,870 aggregate, gross square feet. The Pennsylvania Department of Transportation is requiring Grantee to add an additional lane along the north side of Route 41 **within PennDOT's existing right-of-way** as a condition for the grant of a Highway Occupancy Permit onto SR0041. The additional lane shall extend roughly from the intersection of Moxley Road (a private drive) with Route 41, in a northwesterly direction until the said additional lane merges with the entrance ramp for the Route 1 northbound lane (hereafter "Additional PennDOT Lane" or "Roadway Widening"). The Additional PennDOT Lane will be constructed, by and at Grantee's expense, within the existing PennDOT legal right-of-way for Route 41 and will be constructed along parcels owned by Truitt (i.e. being UPI No. 59-5-120, Deed Book 054, Page 442 and UPI No. 59-5-120.4, Deed Book 6413, Page 1694); properties of Gemtree, LP (UPI No. 59-5-120.3, Deed Book 5154, Page 1431; Nancy Truitt UPI No. 59-5-120, Deed Book 054, Page 442; and Yeatman Brothers Properties, UPI No. 59-5-121.1, Deed Book Z40, Page 129). In order to construct the said additional northbound

lane on Route 41, PennDOT requires permanent "slope" easements from some of the property owners, including Grantor, fronting on the additional lane (hereafter "Slope Easement"). The Slope Easement required by PennDOT is to be located outside of PennDOT's existing legal right-of-way, onto Truitt's Property, and would be for the purpose of allowing PennDOT to maintain existing slopes and/or grade and create and stabilize new slopes within the slope easement area in order to provide lateral support and stability for the additional PennDOT lane. PennDOT has asserted that it currently possesses a Slope Easement over Truitt's Property for the **existing** paved northbound lane on Route 41 and it has requested an additional Slope Easement from Grantor (hereafter "Additional Permanent Slope Easement Area") to accommodate the widening of Route 41 with the additional PennDOT lane within its existing legal right-of-way. The Additional Permanent Slope Easement Area over Truitt's Property is also depicted in **orange and red coloring** appearing on that certain Concept Plan "Right-Of-Way Exhibit Site Access onto S.R. 0041 Gap – Newport Pike, London Grove Township, Chester County" prepared by McMahon Transportation Engineers & Planners, 425 Commerce Drive, Suite 200, Ft. Washington, PA 19034, Phone: (215) 283-9444, said Plan being dated October 6, 2008, Job No. 808521 and being prepared for London Grove West, LP., 234 North James Street, Newport, DE 19804, Phone: (302) 999-0708 (hereafter "Right-Of-Way Concept Plan"), which Right-Of-Way Concept Plan is incorporated herein by reference as though fully set forth hereunder. The Additional Permanent Slope Easement Area requested by PennDOT from Truitt is more thoroughly described in that legal description of the Additional Permanent Slope Easement Area attached hereto and made a part hereof as **Exhibit "B"**. The said Slope Easement over the Additional Permanent Slope Easement Area shall be granted to Grantee, London Grove West, LP, with the proviso that the said Slope Easement shall be conveyed, transferred and assigned by Grantee to PennDOT, concurrently with Grantee's Dedication of roadway widening improvements upon completion. Truitt is willing to grant PennDOT the said Additional Permanent Slope Easement over the area described in **Exhibit "B"** attached hereto to the following terms and conditions.

AND NOW, the parties hereto, intending to be legally bound hereby, in consideration of the monies, covenants and promises made by Grantee by its agreement of even date, the benefit

of PennDOT, the adequacy of which consideration is hereby acknowledged and intending to be legally bound hereby agree as follows:

1. Grantor/Truitt hereby grants, conveys and transfers to Grantee/ London Grove West, LP the Additional Slope Easement over property owned by Truitt and identified on **Exhibit "B"** attached hereto and in the Right-Of-Way Plan Exhibit referenced in the introductory portion of this Deed of Slope Easement, **subject to the following terms and conditions:**

- (a) The faithful performance of all terms and provisions of the Agreement between Truitt and Grantee of even date.
- (b) The Additional Permanent Slope Easement Area shall be entered into and used by Grantee and PennDOT and its agents, representatives and independent contractors **solely for the purpose of maintaining, grading and stabilizing existing or new slopes** intended to provide lateral support for the Additional PennDOT lane. PennDOT shall not utilize the existing Slope Easement Area or the Additional Permanent Slope Easement Area on Truitt's Property for any other purpose than to maintain, grade or stabilize, by hydro seed or similar best practices, the existing or altered slopes that PennDOT may deem appropriate to provide lateral support for the additional northbound lane to be constructed within the existing legal right-of-way. The Additional Permanent Slope Easement does not contemplate, nor does it grant, any right to Grantee or PennDOT or any other person or entity, to construct any manmade improvements within the existing or Additional Permanent Slope Easement Area or to use same for purposes other than for the limited purpose stated herein.
- (c) Grantee shall not be permitted to construct or place any walls, abutments or any other structures or improvements within the existing Slope Easement Area and the Additional Permanent Slope Easement Area.

- (d) Grantor/Truitt shall have the right to use the existing Slope Easement Area, and Additional Permanent Slope Easement Area on Grantor's Property (collectively "Slope Easement Areas") for any use not inconsistent with the stated purpose of the Slope Easement Areas including, but not limited to, planting the said Slope Easement Areas; developing and constructing improvements thereon and cutting and traversing same for purposes of providing additional access points to Grantor's Property from and to Route 41, provided that said improvements and access cuts are engineered and designed in such a manner as to safeguard the lateral support provided by the Slope Easement Areas for the existing Route 41 lanes and proposed Additional PennDOT Lane to be constructed on Route 41.
- (e) In the event that Grantee grades and creates new slopes within the Existing Slope Easement Area or in the Additional Permanent Slope Easement Area, Grantee shall immediately stabilize the slopes thus created using best practices for stabilizing of the said slopes including, but not limited, to, hydro seeding and/or sodding where appropriate.
- (f) Grantee shall convey, transfer and assign the Slope Easement over the Additional Slope Easement Area to PennDOT upon completion of the roadway widening improvements for the additional PennDOT lane on SR0041.

2. **Miscellaneous:**

- (a) The Additional Permanent Slope Easement granted in this Deed of Slope Easement shall be binding on the Grantor and Grantee and their successors, heirs, administrators and assigns, and is under and subject to conditions of title and the rights of Grantor, its successors and assigns and any other entity having rights for the use of the Additional Permanent Slope Easement Area under any and all existing recorded legal documents.
- (b) This Deed of Slope Easement and the rights and liabilities herein created shall inure to the benefit of and shall be binding upon the successors, heirs and assigns to the respective parties hereto.

(c) Grantor's mortgagee has entered into and executed this Agreement and Acknowledgement that any of its mortgage affecting any portion of Grantor's property shall at all times be subject and subordinate to the terms of this agreement and any party foreclosing any such mortgage or requiring by Deed in lieu of foreclosure shall acquire title subject to all of the terms and provisions of this Agreement.

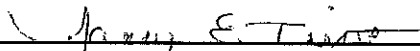
(d) This instrument is intended to be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania.

IN WITNESS WHEREOF, Grantor and Grantee and Grantor's Mortgagee have hereunto executed this Agreement the day and year first above written.

WITNESS:

  
\_\_\_\_\_

GRANTOR:

  
\_\_\_\_\_

Nancy E. Truitt

WITNESS:

\_\_\_\_\_

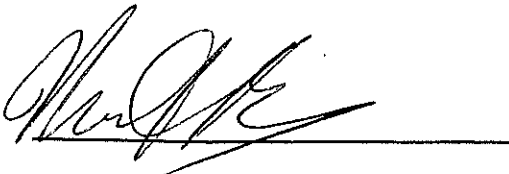
GRANTEE:

London Grove West, LP

By: London Grove West, GP, LLC

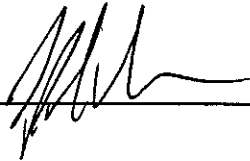
By: \_\_\_\_\_, Manager

WITNESS:

  
\_\_\_\_\_

GRANTOR'S MORTGAGEE:

WSFS BANK

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

(c) Grantor's mortgagee has entered into and executed this Agreement and Acknowledgement that any of its mortgage affecting any portion of Grantor's property shall at all times be subject and subordinate to the terms of this agreement and any party foreclosing any such mortgage or requiring by Deed in lieu of foreclosure shall acquire title subject to all of the terms and provisions of this Agreement.

(d) This instrument is intended to be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania.

IN WITNESS WHEREOF, Grantor and Grantee and Grantor's Mortgagee have hereunto executed this Agreement the day and year first above written.

WITNESS:

\_\_\_\_\_

GRANTOR:

\_\_\_\_\_  
Nancy E. Truitt


WITNESS:

Michelle R. Spradley

GRANTEE:

London Grove West, LP

By: London Grove West, GP, LLC

By:   
GREGORY PETTINARO, Manager

WITNESS:

\_\_\_\_\_

GRANTOR'S MORTGAGEE:

WSFS BANK

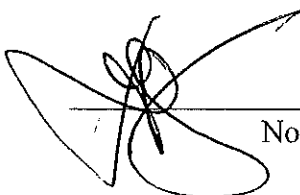
By: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA :  
                  *Chester* : SS.  
COUNTY OF ~~DELAWARE~~ :

On this, the 6<sup>th</sup> day of October, 2011, before me  
Samuel W. Rump, the undersigned officer, personally appeared  
NANCY E. TRUITT, 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.

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

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Samuel W. Rump, Notary Public  
West Chester Boro, Chester County  
My Commission Expires May 7, 2014  
Member, Pennsylvania Association of Notaries



Notary Public

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

On this, the 6<sup>th</sup> day of October, 2011, before me  
Michelle R Spradling, the undersigned officer, personally appeared  
Gregory Pettinaco, who acknowledge himself to be the Manager of  
London Grove West, GP, LLC and that he, as such officer, being authorized to do so, executed  
the foregoing instrument for the purposes therein contained by signing as such officer.

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

Michelle R Spradling  
Notary Public





COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF DELAWARE :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledge himself to be the Manager of London Grove West, GP, LLC and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as such officer.

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

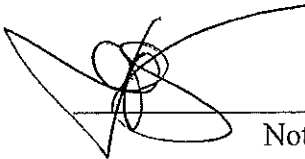
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
                          *Chester* : SS.  
COUNTY OF ~~DELAWARE~~ :

On this, the *6<sup>th</sup>* day of *October*, 2011, before me  
*Samuel W. Rump*, the undersigned officer, personally appeared  
*Paul J. Lynahan*, who acknowledge himself/herself to be the  
*Vice-President* of WSFS Bank, and that he/she, as such officer, being  
authorized to do so, executed the foregoing instrument for the purposes therein contained by  
signing as such officer.

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

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Samuel W. Rump, Notary Public  
West Chester Boro, Chester County  
My Commission Expires May 7, 2014  
Member, Pennsylvania Association of Notaries

  
\_\_\_\_\_  
Notary Public

## EXHIBIT "A"

ALL THAT CERTAIN lot or piece of ground, situate in the Township of London Grove, County of Chester and Commonwealth of Pennsylvania, bounded and described according to a plan of property of Nancy Truitt by H-2 Engineers Associates, dated April 18, 1987 and recorded in Chester County as Plan No. 7221, as follows, to wit:

BEGINNING at a point in the bed of PA Route #41, a corner of lands now or late of Southeast Federal Land Bank Association; thence extending from beginning point and along said lands North 49 degrees 57 minutes 29 seconds East 399.76 feet to a point a corner of remaining lands now or late of Nancy Truitt; thence extending along the same South 59 degrees 10 minutes 38 seconds East 308.04 feet to a point of curve; thence extending on the arc of a circle curving to the right having a radius 266.24 feet the arc distance of 208.11 feet to a point of tangent; thence extending South 36 degrees 27 minutes 10 seconds West 246.77 to a point in the bed of aforementioned PA Route #41; thence extending through the bed of said Road the two following courses and distances: (1) North 52 degrees 07 minutes 45 seconds West 400.49 feet to a point and (2) North 49 degrees 27 minutes 05 seconds West 77.03 feet to the first mentioned point and place of beginning.

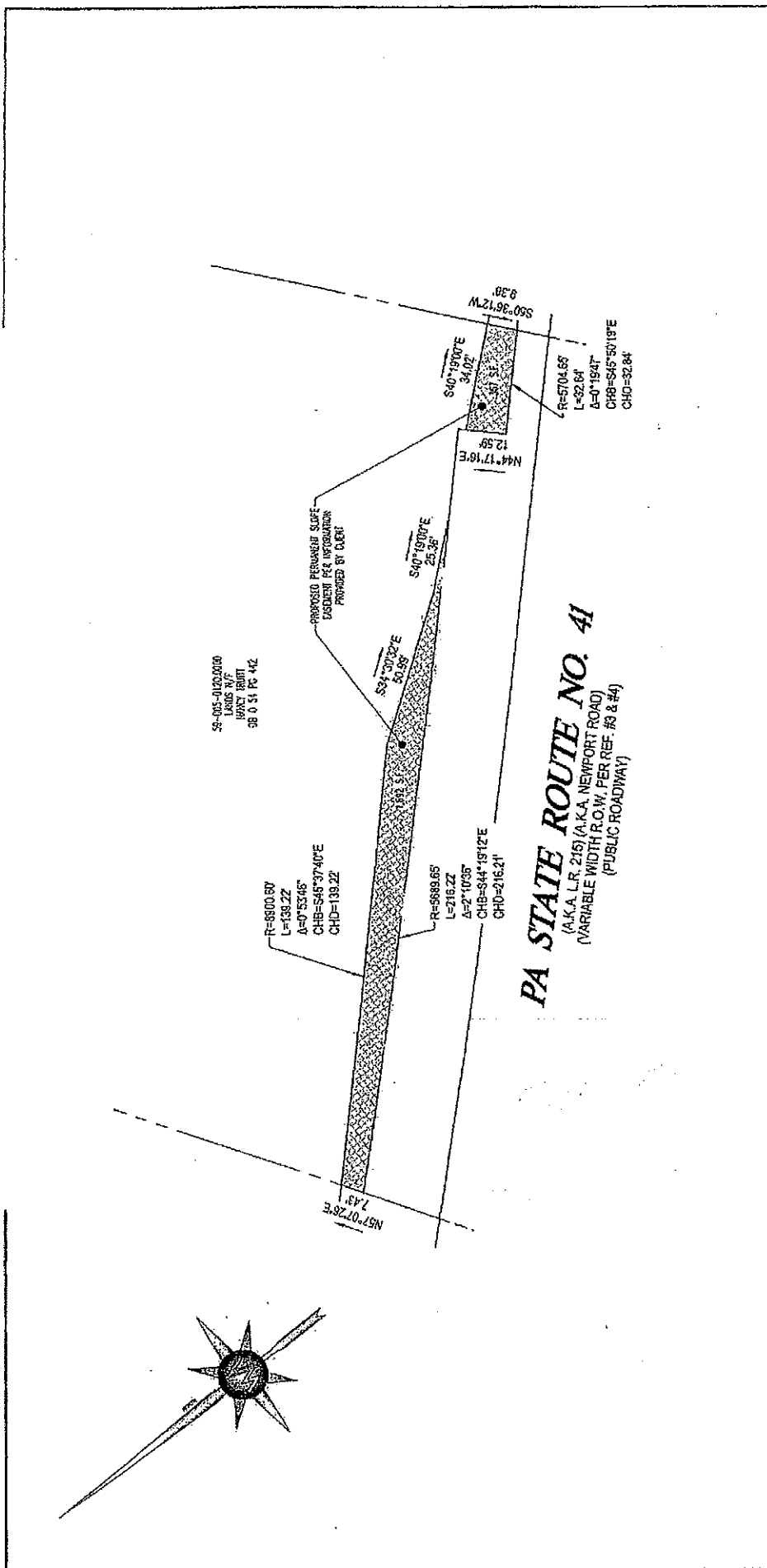
BEING Lot #1 on said Plan.

TOGETHER WITH the free and common use, right, liberty and privilege of an existing 50 feet wide private drive as and for a driveway, passageway and watercourse at all times hereafter, forever in common with the owners, tenants and occupiers of the other lot of ground bounding on the North and Southeast.

UNDER AND SUBJECT to the use of the right of way by the State Police Barracks bounding on the Northeast.

BEING Chester County UPI 59-5-120.4

BEING the same premises which Judith S. Young and Thomas W. Young, wife and husband, by deed dated January 31, 2005 and recorded February 17, 2005 at West Chester, Pennsylvania in the Office of the Recorder of Deeds as Chester County Record Book 6413 page 1964, granted and conveyed unto Nancy E. Truitt, in fee.



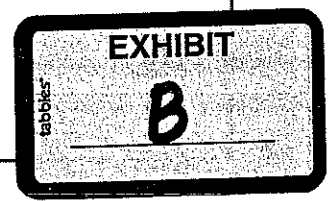
PREPARED FOR: **WILKINSON & ASSOCIATES, INC.**  
LONDON GROVE NORTH, L.P.  
LONDON GROVE VILLAGE  
LONDON GROVE TOWNSHIP, CHESTER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

PREPARED BY: **WILKINSON & ASSOCIATES, INC.**  
1320 VALLEY FORGE ROAD - THE COMPOUND AT VALLEY FORGE  
UNIT 75, P.O. BOX 87, VALLEY FORGE, PA 17815  
PHONE (610) 415-1120 FAX (610) 415-1124

DATE: 11/18/10 SCALE: 1" = 30'

DRWN BY: CWS

BY: T.B.J.  
TIMOTHY B. JOHNSON  
PENNSYLVANIA PROFESSIONAL  
LAND SURVEYOR #SU43334





**LEGAL DESCRIPTION  
SLOPE EASEMENT "B"  
LONDON GROVE VILLAGE  
TAX PARCEL NO. 59-5-120**

ALL THAT CERTAIN parcel or tract of land situate in the Township of London Grove, County of Chester and Commonwealth of Pennsylvania, and to be recorded in the Recorder of Deeds Office in the County of Chester, as follows:

BEGINNING AT A POINT of intersection of the northerly slope easement line of Pa. State Route 41, aka LR 215, with the common property line between lands now or formerly of Yeatman Brothers Properties (Tax Parcel No. 59-5-122.02) and lands now or formerly of Nancy Truitt (Tax Parcel No. 59-5-120),

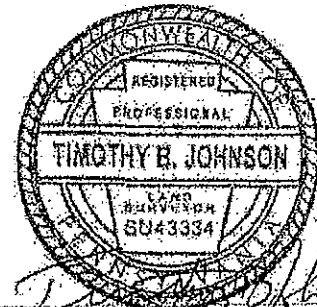
THENCE, leaving said beginning point and along said common property line between said lands of Yeatman Brothers Properties (Tax Parcel No. 59-5-122.02) and lands of Nancy Truitt (Tax Parcel No. 59-5-120), North 57 degrees 07 minutes 26 seconds East, a distance of 7.43 feet to a point,

THENCE, through said lands of Nancy Truitt (Tax Parcel No. 59-5-120) the following three (3) courses and distances:

1. Along an arc of a circle curving to the left, having a radius of 8900.60 feet and an arc distance of 139.22 feet, a chord bearing of South 45 degrees 37 minutes 40 seconds East, a distance of 139.22 feet to a point;
2. South 34 degrees 30 minutes 32 seconds East, a distance of 50.99 feet, to a point;
3. South 40 degrees 19 minutes 00 seconds East, a distance of 25.36 feet, to a point on a curve on the northerly slope easement line of Pa. State Route 41,

THENCE, along an arc of a circle curving to the right, having a radius of 5689.65 feet and an arc distance of 216.22 feet, a chord bearing of North 44 degrees 19 minutes 12 seconds West, a distance of 216.21 feet to a point, said point being the first mentioned point and PLACE OF BEGINNING.

CONTAINING 1692 SQUARE FEET OR 0.039 ACRES





**LEGAL DESCRIPTION  
SLOPE EASEMENT "C"  
LONDON GROVE VILLAGE  
TAX PARCEL NO. 59-5-120**

ALL THAT CERTAIN parcel or tract of land situate in the Township of London Grove, County of Chester and Commonwealth of Pennsylvania, and to be recorded in the Recorder of Deeds Office in the County of Chester, as follows:

BEGINNING AT A POINT of intersection of the northerly slope easement line of Pa. State Route 41, aka LR 215, with the common property line between lands now or formerly of Gemtree (Tax Parcel No. 59-5-122.03) and lands now or formerly of Nancy Truitt (Tax Parcel No. 59-5-120),

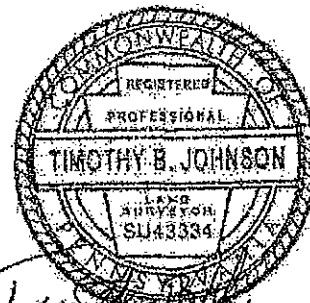
THENCE, leaving said beginning point and along said northerly slope easement line of Pa. State Route 41 the following two (2) courses and distances:

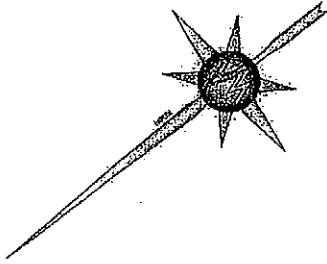
1. Along an arc of a circle curving to the right, having a radius of 5704.65 feet and an arc distance of 32.84 feet, a chord bearing of North 45 degrees 50 minutes 19 seconds West, a distance of 32.84 feet to a point;
2. North 44 degrees 17 minutes 16 seconds East, a distance of 12.59 feet, to a point;

THENCE, through said lands of Nancy Truitt (Tax Parcel No. 59-5-120) South 40 degrees 19 minutes 00 seconds East, a distance of 34.02 feet to a point;

THENCE, along said common property line between lands now or formerly of Gemtree (Tax Parcel No. 59-5-122.03) and lands now or formerly of Nancy Truitt (Tax Parcel No. 59-5-120), South 50 degrees 36 minutes 12 seconds West, a distance of 9.38 feet to a point, said point being the first mentioned point and PLACE OF BEGINNING.

CONTAINING 367 SQUARE FEET OR 0.008 ACRES





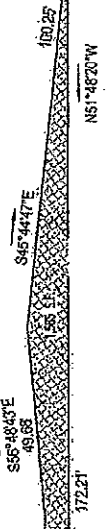
SS-005-0120,0400  
LANDS & F  
MARKY TRACT  
DB 6413 PG 1884

PROPOSED EASEMENT SLOPE  
FACILITY PER INFORMATION  
FURNISHED BY CLIENT

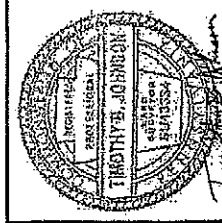
R=4945.00'  
L=68.90'  
 $\Delta=1^{\circ}01'48''$   
CHB=550'14.02'E  
CHD=68.80'

R=4178.37'  
L=66.14'  
 $\Delta=0^{\circ}54'25''$   
CHB=451'21.07'W  
CHD=66.14'

M40'23.50'E  
8.17'



**PA STATE ROUTE NO. 41**  
(A.K.A. I.R. 215) (A.K.A. NEWPORT ROAD)  
(VARIABLE WIDTH R.O.W. PER REF. #3 & #4)  
(PUBLIC ROADWAY)



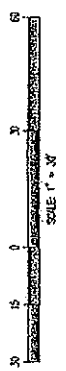
TIMOTHY B. JOHNSON  
PENNSYLVANIA PROFESSIONAL  
LAND SURVEYOR #5146334

**SLOPE EASEMENT 'E' PLAT**

PREPARED FOR:  
**LONDON GROVE NORTH, L.P.**  
**LONDON GROVE VILLAGE**  
**LONDON GROVE TOWNSHIP, CHESTER COUNTY**  
**COMMONWEALTH OF PENNSYLVANIA**

PREPARED BY:  
**WILKINSON & ASSOCIATES, INC.**  
1210 VALLEY FORGE ROAD - THE COMMODORE AT VALLEY FORGE  
UNIT 25, P.O. BOX 877, VALLEY FORGE, PA 17815  
PHONE (610) 415-1220 FAX (610) 415-1214  
FIDELITY+DIVERSITY BANK (610) 391-2759

DATE: 08/28/11  
SCALE: 1" = 30'



SCALE: 1" = 30'



**LEGAL DESCRIPTION  
SLOPE EASEMENT "E"  
LONDON GROVE VILLAGE  
TAX PARCEL NO. 59-5-120.04**

ALL THAT CERTAIN parcel or tract of land situate in the Township of London Grove, County of Chester and Commonwealth of Pennsylvania, and to be recorded in the Recorder of Deeds Office in the County of Chester, as follows:

BEGINNING AT A POINT of intersection of the northerly slope easement line of Pa. State Route 41, aka LR 215, with the common property line between lands now or formerly of Gemtree (Tax Parcel No. 59-5-122.03) and lands now or formerly of Nancy Truitt (Tax Parcel No. 59-5-120.04), THENCE, along the northerly slope easement line of Pa. State Route 41 along an arc of a circle curving to the left, having a radius of 4178.37 feet and an arc distance of 74.14 feet, a chord bearing of South 50 degrees 23 minutes 24 seconds East, a distance of 74.14 feet to a point, the true POINT OF BEGINNING;

THENCE, leaving said beginning point and through said lands of Nancy Truitt (Tax Parcel No. 59-5-120.04) the following four (4) courses and distances:

1. North 40 degrees 23 minutes 50 seconds East, a distance of 8.17 feet to a point; on a curve;
2. Along an arc of a circle curving to the left, having a radius of 4945 feet and an arc distance of 88.90 feet, a chord bearing of South 50 degrees 14 minutes 02 seconds East, a distance of 88.90 feet to a point;
3. South 56 degrees 48 minutes 43 seconds East, a distance of 49.68 feet to a point;
4. South 45 degrees 44 minutes 47 seconds East, a distance of 100.25 feet to a point, on the northerly right of way line of Pa. State Route 41,

THENCE, along the northerly slope easement line of Pa. State Route 41 the following two (2) courses and distances:

1. North 51 degrees 48 minutes 20 seconds West, a distance of 172.21 feet, to a point on a curve
2. Along an arc of a circle curving to the right, having a radius of 4178.37 feet and an arc distance of 66.14 feet, a chord bearing of North 51 degrees 21 minutes 07 seconds West, a distance of 66.14 feet to a point; said point being the first mentioned point and PLACE OF BEGINNING.

CONTAINING 1585 SQUARE FEET OR 0.036 ACRES

