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Prepared by: Brandywine
Conservancy
P.O. Box 141
Chadds Ford, PA
19317

THIS GRANT OF EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, hereinafter referred to as the "Easement" made this 23rd day of December in the year of our Lord One Thousand Nine Hundred and Ninety-Six (1996).

BETWEEN, ROBERT M. SILLIMAN AND ANN O. SILLIMAN, (husband and wife), having an address of 280 Old Kennett Road, Kennett Square, Pennsylvania, 19348, party of the first part, hereinafter called "Grantor",

AND

BRANDYWINE CONSERVANCY, INC., a corporation of the State of Delaware qualified to do business in Pennsylvania, having an address of P.O. Box 141, Chadds Ford, Pennsylvania, 19317, party of the second part, hereinafter called "Grantee",

WITNESSETH;

WHEREAS, Grantor is the owner of certain tracts of ground located in Chadds Ford Township (formerly Birmingham Township), Delaware County, Commonwealth of Pennsylvania, containing 130.02 acres of land, more or less, (being Tax Map Parcel #'s 04-29-011, 04-29-010, and 04-35-002) hereinafter called the "Property" as shown on a plan entitled Conservation Easement Plan, dated November 14, 1996, last revised December 20, 1996, prepared for Robert M. and Ann O. Silliman, by the Environmental Management Center of the Brandywine Conservancy, Inc., attached hereto and made a part hereof as "Exhibit A", and as described by legal descriptions, attached hereto and made a part hereof as "Exhibit B"; and

WHEREAS, the Property possesses natural, scenic, open space, agricultural, educational, recreational, and water resource values (collectively, "Conservation Values") worthy of conservation protection and of great importance to the Grantor, and the people of Delaware County and the people of Pennsylvania; and

WHEREAS, the specific Conservation Values of the Property are documented in a natural resources inventory dated November 21, 1996 on file at the office of Grantee and incorporated by this reference ("Baseline Documentation") which consists of reports, maps, photographs, and other documentation that Grantor and Grantee agree provides 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, the Property contains 1,800 feet of trail which, by this Easement, will be available for outdoor recreation by and the education of the general public; and

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WHEREAS, the Property is situated within the Piedmont region and contains a relatively natural ecosystem in a substantially undisturbed state, harboring a diversity of native plants and wildlife in a broad range of habitats for a property of its size, including mature woodlands, open grasslands, palustrine and emergent wetlands, ponds, and streams; and

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WHEREAS, preservation of the Property will protect this relatively natural habitat for native wildlife and plants, particularly forest and stream habitats, including a 50-acre forest buffering an unnamed tributary to Beaver Creek. This 50-acre forest includes young and maturing upland and lowland stands, while a smaller northern tract of forest with a mature upland stand and two younger lowland stands is adjacent to an unnamed tributary of Brandywine Creek. The Property also includes mature hedgerows and upland and lowland wildflower meadows. The structural diversity of the forest, ranging from mature canopy trees, standing deadwood, and subcanopy and understory trees to shrubs, herbs, rotting logs and leaf litter provides the full range of nesting opportunities for forest breeding birds, and other species of native wildlife, from spotted salamanders to short-tailed weasels; and

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WHEREAS, forest habitats in the Brandywine Valley, including those on the Property, function as a major breeding habitat and migratory corridor for Neotropical migratory songbirds which pass through the area in great numbers every autumn along the Atlantic Flyway en route to wintering grounds in Central and South America; and

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WHEREAS, the forest habitat on the Property is contiguous with another forested tract, and constitutes an important component of the mixed-oak forest ecosystem which is indigenous to this section of the Brandywine Valley. The majority of the Beaver Creek corridor is forested; and

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WHEREAS, the Property also includes a high quality wildflower meadow and a small edge marsh wetland and wet meadow, each of which supports a diversity of native plants; and

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WHEREAS, a botanical survey of the Property identified several locally uncommon plant species, including hoary mountain mint (*Pycnanthemum incanum*), creeping muhly (*Muhlenbergia sobolifera*), forked chickweed (*Paronychia canadensis*), and *Panicum boscii*; and

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WHEREAS, sections of the woodlands and grasslands are situated on hillsides with slopes greater than twenty percent (20%) that are adjacent to or in close proximity to unnamed tributary of Beaver Creek, and such vegetated slopes would be highly susceptible to erosion damage and accelerated stormwater runoff that could adversely affect stream water quality and flood patterns if the trees or other vegetation were imprudently removed; and

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WHEREAS, the Property is intersected by 300 feet of an unnamed tributary to the Brandywine Creek and over 1,800 feet of an unnamed tributary to the Beaver Creek, and contains numerous springs providing high quality headwaters to both tributaries and subsequently Beaver Creek and Brandywine Creek; and

WHEREAS, Beaver Creek and the Brandywine Creek and their tributaries are each designated "Warm Water Fishery" streams by the Commonwealth of Pennsylvania, which protects their use for the maintenance and propagation of fish species and additional flora and fauna which are indigenous to a warm water habitat; and

WHEREAS, the main stem Brandywine Creek, which is cleansed by the tributaries and the Beaver Creek and its tributaries, serves as a major source of potable water for New Castle County, including the City of Wilmington; and

WHEREAS, the Delaware County Open Space Study, prepared by the Delaware County Planning Commission and adopted in 1978, recommends permanent preservation of all major stream valleys, with particular emphasis on the use of conservation easement donations as an important conservation tool; and

WHEREAS, the Birmingham Township Zoning Ordinance, adopted in 1980, defines Community Development Objectives which include "Protect and conserve the unique and interesting natural and historic areas which are important to the community and offer cultural opportunities and enrichment to the people of the Township and the region," and to this end the Township regulates use of steep slopes, floodplains, and the stripping of topsoil; and

WHEREAS, the Property contains open space including 70 acres of farmland and 58 acres of forest land; and

WHEREAS, approximately 15 acres of the farmland consists of prime agricultural soils, based on the Delaware County Soil Survey and the Soil Conservation Service; and

WHEREAS, the Property contains greater than 2,800 feet of frontage along Ridge Road, and over 1,200 feet of frontage on Smiths Bridge Road. The public travelling these roads are afforded scenic views of the forest lands, grasslands, farm fields, and wetlands whose beauty and open character shall be protected by this Easement; and

WHEREAS, the Property is adjacent to and in close proximity of other lands under conservation easement agreements and additional land proposed to be placed under conservation easement agreement with Grantee, and preservation of the Property will result in an expanded contiguous area of over 1,400 acres of protected open space; and

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WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by this Easement in perpetuity, and that the continuation of land use patterns, including, without limitation, those relating to farming and residential use existing at the time of this Easement, shall not be permitted to impair or interfere with those values; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS, Grantee is a publicly-supported, tax-exempt non-profit organization, qualified under Section 501(c)3 and 170(h) of the Internal Revenue Code, whose primary purpose is the identification, preservation, management, and research of natural, historic, and scenic resources, with particular emphasis on the protection and management of water resources; and

WHEREAS, Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property from soil erosion, water pollution, and other man-induced disturbance for the benefit of this generation and generations to come.

NOW THEREFORE, for and in consideration of the above and the mutual covenants, terms, conditions, restrictions, and promises herein contained, pursuant to the laws of Pennsylvania, and for the further consideration of the sum of Five Dollars (\$5.00), lawful money of the United States of America, in and 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:

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1. STATEMENT OF GRANT

Grantor hereby voluntarily, unconditionally and absolutely grants and conveys unto Grantee, its successors and assigns, an Easement in Gross and a Declaration of Restrictive Covenants, in perpetuity, over the Property, as more particularly hereinafter set forth exclusively for the purposes of preserving and protecting the present natural, scenic, open space, agricultural, educational, recreational, and water resource values of the Property (such purposes hereinafter referred to as the "Conservation Purposes"). Grantee hereby accepts the Easement and agrees to hold it exclusively for such Conservation Purposes.

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2. PUBLIC ACCESS

In furtherance of the Conservation Purposes of this Easement set forth in Paragraph 1 above, Grantor hereby declares

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and covenants that the general public shall have and be allowed regular access to the Property for the recreational, scientific, and educational purposes described in sub-paragraph A and subject to the limitations contained in sub-paragraphs B, C, and D of this Paragraph 2.

A. The public shall be permitted access on the Property in an area hereinafter referred to as the "Trail Easement Area", as shown on Exhibit A, for the following activities, except to the extent that Grantee may determine that such activities are inconsistent with the Conservation Purposes for which this Easement is granted:

(i) Nature study and scientific research, including bird watching and the study of fauna and flora, supervised by an organization described in Section 170(h)(3) of the Internal Revenue Code;

- (ii) Horseback riding;
- (iii) Cross-country skiing;
- (iv) Hiking; and
- (v) Painting, sketching, and photography.

B. Public access on the Property shall be restricted to footpath use to exceed five (5') in width to be located in the Trail Easement Area as shown on Exhibit A. Grantee retains the right, if it may deem necessary, in order to preserve and protect the Conservation Values of the Property and the Conservation Purposes to repair the Trail Easement Area, relocate the Trail Easement Area the minimum distance necessary from the its then present location, or temporarily prohibit public access to the Trail Easement Area.

C. The activities described in sub-paragraph A of this Paragraph 2 shall be conducted in such a manner as to preserve and protect the Conservation Values of the Property, and in this connection the following specific limitations shall be prohibited with respect to use of the Trail Easement Area by the general public, but not the Grantor, and Grantor and Grantee shall have the right but not the obligation to enforce such prohibited activities:

- (i) Injury, destruction, cutting, collection, or removal of all plant species, including trees, shrubs, and flowers;
- (ii) Use of any motorized vehicle or similar mechanical means of locomotion, including automobiles, motorcycles, snowmobiles, or other all-terrain vehicles;
- (iii) Smoking of tobacco or other substances, or lighting of fires of any kind;
- (iv) Consumption of alcoholic beverages or use of any other kind of stimulant or drug;
- (v) Trapping or hunting with firearms, bow and arrow, or any other form of weapon; and
- (vi) Overnight camping or sleeping.

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Grantee shall have the right but not the obligation to impose any additional limitations with respect to the Trail Easement Area, as it deems necessary or appropriate in order to preserve and protect the Conservation Values of the Property and the Conservation Purposes for which this Easement is donated.

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D. Grantor shall keep the Trail Easement Area free from obstructions which prevent reasonable pedestrian (and equestrian) access to and along the Trail Easement Area including but not limited to structures, fences, or buildings. To the extent gates or steps are provided, fences shall not be considered an obstruction of the Trail Easement Area.

3. RESTRICTIONS ON USE

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In order to accomplish, safeguard, and promote the purposes of the Easement set forth in Paragraph 1 above, Grantor hereby declares the covenants that the following restrictions are hereby imposed and shall apply forever to the use and enjoyment of the Property, except with the express written approval of Grantee, which approval shall be at Grantee's sole discretion and provided such use or activity is consistent with the Conservation Purposes of this Easement:

A. No industrial or commercial activities shall be conducted or permitted on the Property, with the exception of agricultural and livestock activities, which shall include the breeding, boarding, raising and training of equines, which are operated in compliance with all of the following requirements:

(i) Best Management Practices, as established by the USDA Natural Resources Conservation Service, or its successor, for sedimentation and erosion control and nutrient management, must be employed to minimize soil erosion, stream sedimentation, overgrazing, and other damaging occurrences;

(ii) Contour farming shall be practiced on all areas of the Property which are plowed or tilled, and such plowing or tillage shall not be conducted on slopes exceeding twenty percent (20%) in grade, as identified on Exhibit A, or within one hundred (100) feet of streams, ponds, or wetlands;

(iii) Pasturing and grazing of livestock shall not be conducted within wetlands or Woodlands;

(iv) Manure and compost piles and pits shall not be located within one hundred (100) feet of a stream, pond, or wetland; and

(v) Pesticides, herbicides, insecticides, fertilizers or other soil, flora or fauna additives shall:

(a) be used and disposed of in accordance with applicable laws;

(b) not be applied to flora, fauna or the ground surface within one hundred (100) feet of a stream, ponds (not including manure slurry ponds), or wetland; and

(c) not be used in a manner which cause

deterioration of surface or ground water quality.

Grantee may require Grantor to install fencing, stormwater management, waste treatment, and/or erosion control measures where agricultural or livestock practices threaten or impair surface or groundwater quality.

B. No signs, billboards, or outdoor advertising structures shall be placed, erected, or maintained on the Property other than a reasonable number of signs each not to exceed eight (8) 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 advertise an activity permitted under the provisions of this Easement; and
- (iv) To post the Property against activities either prohibited or not specifically permitted under the provisions of this Easement.

Provided, however, this sub-paragraph B shall not limit the right of Grantee to display on the Property, at its discretion, such signs as it may customarily use to identify lands under conservation easement to Grantee and the terms of such easement.

C. No quarrying, excavation, depositing, or removal of rocks, minerals, gravel, sand, soil, or other similar materials from the Property shall occur, except in connection with an activity or construction permitted hereunder.

D. No mining or removal of groundwater from the Property shall occur, except as may be required for agricultural, horticultural, and residential uses permitted herein.

E. No diking, draining, filling or alteration of wetlands on the Property shall occur.

F. No construction of new ponds, lakes or other similar water impoundments are permitted on the Property.

G. No dumping, depositing, or abandoning, discharging, or release of any gaseous, liquid, or solid hazardous wastes, substances, materials, or other trash or debris of whatever nature on, in, over, or under one ground or into surface or ground water of the Property shall occur, except as permitted by law and only for the following purposes:

(i) Sanitary sewage effluent from Improvements existing in the Property at the time of this Easement, as shown on Exhibit A;

(ii) Sanitary sewage effluent from Improvements permitted hereunder;

(iii) Sanitary sewage effluent from Improvements not located on the Property and with prior written approval of Grantee, which approval shall be at Grantor's discretion; and

(iv) Biological and chemical substances used in agricultural and horticultural activities, including traditional composting, so long as such substances are used in compliance with the requirements stated in Paragraph 3.A. (v) herein.

H. To protect surface water quality, prevent soil erosion, promote natural woodland succession, and to provide for the protection wildlife habitat and plant communities, the cutting or removal of trees and/or woodland understory vegetation from the Property shall be subject to the following conditions:

(i) To cut and remove, without prior notice to Grantee, nonnative invasive species, such as ailanthus, multiflora rose, or oriental bittersweet, and trees or understory vegetation which are diseased, dangerous or threatening the stability of the stream bank;

(ii) No trees or woodland understory vegetation, except nonnative invasive species, shall be cut or removed from environmentally sensitive areas, including but not limited to wildlife habitat areas, uncommon plant communities, Sensitive Wetland Areas, other wetlands, alluvial floodplains, and slopes exceeding twenty-five percent (25%) in grade, except with the prior approval of Grantee;

(iii) No cutting or removal of trees or woodland understory vegetation from an area(s) designated as a "Woodland", as shown on Exhibit A, shall be permitted except under the following conditions:

(a) To cut and/or remove a reasonable number dead or fallen trees for Grantor's personal use as firewood;

(b) To cut and remove trees necessary to maintain new or previously existing walking trails, which shall not exceed five (5) feet in width;

(c) To cut and remove trees and understory vegetation for the purpose of constructing a pervious fire road, which shall not exceed eight (8) feet in width, with the prior approval of Grantee;

(d) To remove those trees and understory vegetation in accordance with a woodland preserve management plan. Such woodland preserve management plan shall be submitted to Grantee for review and approval, in writing, prior to the cutting or removal of any trees, shrubs, or woody vegetation and shall satisfy the following conditions:

(1) The woodland preserve management plan shall be designed to preserve, maintain, and enhance the ecological health of the forest with the goal of promoting biologically diverse, mixed-age stands of native trees ranging from saplings to old-growth;

(2) The woodland preserve management plan shall limit selective thinning to removing the minimum number of trees necessary to enhance the ecological health of the forest;

(3) Populations of tree and plant species and habitat types shall not be significantly altered or changed, except to remove invasive nonnative species which endanger the health of other native woodland species;

(4) Dead trees, branches, scrap tree material, scrap shrub material, and detritus shall be retained in the forest for use as wildlife shelters, dens, refuges, and sanctuaries, and to replenish nutrients and organic matter, unless such material is dangerous or diseased and threatens the health of the woodland; and

(5) No cutting or removal of trees for the purpose of commercial use or financial gain shall be permitted.

In the event that a sufficient number of trees are planted and grow to a height which constitutes a Woodland or a Woodland develops naturally, removal of any trees in said Woodland shall be subject to the limitations contained within this Paragraph 3.H. For purposes of this subparagraph 3.H.(iii), a Woodland shall be defined as a biological community dominated by trees and other woody plants with tree crowns covering at least thirty percent (30%) of the area, which shall not be less than one acre in size.

(iv) No cutting or removal of any vegetation within areas designated as "Specimen Vegetation" on Exhibit A, shall be permitted except with the prior review and approval of Grantee and (1) after consultation with a specialist determines that the health or high quality condition of the Specimen Vegetation is no longer viable and cannot be improved, or (2) the Specimen Vegetation threatens the safety of an existing permitted Improvement, described in Paragraph 4, herein.

The restrictions contained within this Paragraph 3.H. shall not limit the right of Grantor, without prior notice, to:

(i) Cut and remove ornamental, landscape, or shade trees around existing or permitted Improvements, excluding trees located within a Woodland or identified as Specimen Vegetation; and

(ii) Conduct and operate a tree farm, nursery, or similar commercial tree stocking operation in areas that are not identified as Woodland or Specimen Vegetation.

I. No building, structure, improvement, or facility (hereinafter referred to as an "Improvement") shall be constructed, repaired, remodeled, reconstructed, or maintained on the Property, provided however, Grantor hereby reserves the following rights described in Paragraph 4 below.

4. PERMITTED USES

Grantor hereby declares and covenants that the following Improvements are hereby permitted on the Property, subject to the

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limitations contained herein, and shall apply forever to the use and enjoyment of the Property:

A. DEFINITIONS:

(i) Accessory Structures - Improvements accessory and subordinate to a residential Improvement, including but not limited to garages, greenhouses, and sheds;

(ii) Agricultural Structures - Improvements commonly used for traditional agricultural operations, including but not limited to barns, stables, sheds, and silos, but excluding indoor or covered riding arenas;

(iii) Attached Apartment - A single family attached dwelling unit located on the parcel of a Primary Residence and held in common ownership therewith. An Attached Apartment may only be attached to or part of a Primary Residence, Accessory Structure or Agricultural Structure permitted herein. An Attached Apartment shall not exceed 5% of the Gross Floor Area of the Improvement of which it is a part or seven hundred fifty (750) square feet of Gross Floor Area, whichever is less;

(v) Gross Floor Area - The area of the several floors within the perimeter of the outside walls of the Improvement, without deduction for hallways, stairs, closets, thickness of walls, columns, or other features, excluding attics or basements which are not used for human habitation;

(v) Height - The height of an Improvement, as measured from the average finished grade to the highest point on the roof, excluding chimneys, antennas or other similar projections;

(vi) Primary Residence - A single family detached dwelling unit constituting the primary residential use of the parcel on which it is located. A Primary Residence shall not exceed five thousand (5,000) square feet of Gross Floor Area or thirty-five (35) feet in Height;

(vii) Recreational Facilities - Improvements normally used for private recreational purposes and accessory to a Primary Residence, including but not limited to swimming pools and tennis courts, but excluding indoor or covered riding arenas;

(viii) Secondary Residence - A single family detached dwelling unit located on the parcel of a Primary Residence and held in common ownership therewith. A Secondary Residence shall not exceed one thousand eight hundred (1,800) square feet of Gross Floor Area or twenty-five (25) feet in Height;

B. EXISTING IMPROVEMENTS: To repair, remodel, reconstruct, remove, replace, effect reasonable additions to, relocate, and maintain the Improvements now existing on the Property and identified on Exhibit A, as the following:

(i) To (2) Primary Residences, with Primary Residence #1 containing 1,000 square feet of gross floor area and Primary Residence #2 containing 3,500 square feet of gross floor area;

- (ii) One (1) Secondary Residence, which contains 1,600 square feet of gross floor area;
- (iii) One (1) Barn (600 sq.ft.);
- (iv) Two (2) Garages (240 and 360 sq.ft.);
- (v) Two (2) Spring Houses (216 and 480 sq.ft.);
- (vi) Two (2) Sheds (540 and 200 sq.ft.);
- (vii) Fences;
- (viii) Access Drives;
- (ix) Utility services, wells, and sewage treatment facilities (not shown on Exhibit A).

C. PERMITTED RESIDENTIAL IMPROVEMENTS: To construct, repair, remodel, reconstruct, remove, replace, effect reasonable additions to, relocate, and maintain the following residential improvements, in addition to the existing residential improvements identified in Paragraph 4.B., above, on the Property:

- (i) One (1) Primary Residence;
- (ii) One (1) Attached Apartment;

D. PERMITTED NON-RESIDENTIAL IMPROVEMENTS: To construct, repair, remodel, reconstruct, remove, replace, relocate, and maintain the following non-residential improvements on the Property, in addition to the existing improvements identified in Paragraph 4.B. above:

- (i) Accessory Structures;
- (ii) Agricultural Structures;
- (iii) Access Drives;
- (iv) Recreational Facilities;
- (v) Fences; and
- (vi) Facilities normally used in connection with supplying utilities, removing and treating sanitary sewage effluent, and controlling stormwater runoff from the improvements permitted under the terms of this Easement.

E. IMPERVIOUS COVERAGE: The total amount of impervious ground surface coverage, excluding Access Drives and associated parking areas, permitted on the Property shall be limited to Forty Thousand (40,000) square feet. The total amount of existing impervious ground surface coverage is Six Thousand and Nine Hundred (6,900) square feet;

F. No Improvements, with the exception of Primary Residences, Secondary Residences, and Attached Apartments, existing or permitted under the terms of this Easement, shall be used for permanent or temporary habitation by humans.

G. In the event of damage to an existing or permitted improvement resulting in casualty loss to an extent rendering repair of such improvement impractical, erection of a replacement improvement shall be permitted subject to the terms and conditions of this Easement and the review and approval of Grantee, as applicable, as described in Paragraphs 6 and 9, hereof.

5. ACCEPTABLE RESIDENTIAL LOCATION

A. In order to preserve and protect the Conservation Values of the Property, the location of any Primary or Secondary Residence permitted under Paragraph 4 of this Easement shall be limited to the confines of areas on the Property hereafter referred to and identified on Exhibit A as "Primary Residential Location" and "Secondary Residential Location" and together hereafter referred to as "Acceptable Residential Locations." Primary Residences are restricted to the Primary Residential Locations. Secondary Residences are restricted to the Primary Residential Locations or the Secondary Residential Locations. Provided, however, Grantor may request that the Acceptable Residential Location be relocated to the minimum required distance due to legal or engineering constraints, or where such location threatens the Conservation Values or other environmental resources of the Property. Such request shall be submitted to Grantee for review and written approval, which approval shall be at Grantee's sole and reasonable discretion.

The Acceptable Residential Locations are intended to protect the scenic character of the Property that can be enjoyed by the public and the environmental and scientific resources of the Property by preventing residences from being located in areas highly visible from public roadways and avoiding environmentally sensitive areas, including but not limited to significant natural habitats or ecosystems, Sensitive Wetland Areas, other wetlands, floodplains, slopes exceeding 20% in grade, high water table soils, and shallow soils.

6. REQUIREMENTS FOR GRANTEE APPROVAL OF IMPROVEMENTS AND ACTIVITIES

A. IMPROVEMENTS: A plan of any proposed Improvement permitted under Paragraph 4, with the exception of fences which do not traverse a floodplain, shall be submitted to Grantee for review and written approval prior to the construction of said Improvement on the Property. Such plan shall include, where applicable:

(i) Architectural drawings and maps showing the proposed Improvement's location, Height, dimensions, floor plan, and Gross Floor Area;

(ii) Location and written narrative describing all sewage and stormwater management facilities and erosion control measures;

(iii) Existing elevation contours and any proposed changes in grade; and

(iv) Existing vegetation and any proposed vegetation removal and the location of any required landscaping.

The location and location of such Improvements shall be consistent with the Conservation Purposes intended herein, and shall not be located within identifiable environmentally sensitive

areas, including but not limited to Sensitive Wetland Areas, other wetlands, high water table soils, floodplains, slopes exceeding twenty percent (20%) in grade, shallow soils and shall not result in the degradation of scenic panoramas by location in areas highly visible from public roadways.

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.

B. LANDSCAPE REQUIREMENTS: Grantee may require Grantor to submit for review and written approval a landscape plan, which when implemented, will reduce the visual impact of any proposed improvement permitted under Paragraph 4 herein, upon the scenic character of the landscape from public roadways and other public lands. Landscaping measures need not completely conceal the improvement, but should serve to break up its visual mass during both summer and winter. A variety of native plant species shall be used predominately.

If a governmental authority denies Grantor the right to exercise any use, activity, or Improvement permitted by this Easement because a limiting provision of this Easement prevents the Grantor from complying with an adopted law or regulation, Grantee shall permit the minimum variation from the provisions of this Easement necessary to achieve compliance and to exercise such use, activity or Improvement. Such variation shall result in the least impairment of any Conservation Values of the Property.

7. SUBDIVISION OF PROPERTY

A. No subdivision of the Property shall take place, except with the prior written approval of Grantee and with the limitation that the total number of Primary Residences, as specified in Paragraph 4, shall not be exceeded. Any parcel(s) created in excess of the permitted number of Primary Residences shall not allow the construction of a residential Improvement, thereon.

B. Prior to the conveyance of any portion of the Property, Grantor shall allocate between the subdivided parcels, any reserved rights permitted under this Easement, such as building rights and impervious surface coverage. These rights shall be specified in the respective deeds for the subdivided parcels and such deeds shall also include notice of this Easement by referencing the deed book and page number in which this Easement is recorded.

C. Prior to conveyance of any subdivided portion of the Property in excess of the permitted number of Primary Residences,

12. ENFORCEMENT RIGHTS OF GRANTEE

A. To accomplish the purposes of this Easement the following rights are conveyed to Grantee by this Easement:

(i) To preserve and protect the Conservation Values of the Property;

(ii) To enter upon the Property in order to monitor Grantor's compliance herewith and otherwise enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantor and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(iii) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity of use, pursuant to subparagraphs B, C, and D of this Paragraph.

B. In the event that a violation of the terms of this Easement by Grantor or by a third party comes to the attention of Grantee, Grantee shall notify Grantor in writing of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within the thirty (30) days after receipt of such notice thereof from Grantee, 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, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by the terms of this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstance require immediate action to prevent or mitigate significant damage to the Conservation Values of the Conservation Easement Area, Grantee may pursue its remedies under this Paragraph 12 without prior notice to Grantor or without waiting for the period provided for cure to expire.

C. Grantee's rights under this Paragraph 12 apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's

remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph 12, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

D. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, staff administrative costs, costs of suit, attorneys' fees, and any costs or restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.

13. 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. Any action by Grantee such as maintenance of the Property or any other act by Grantee to protect the property shall be deemed merely a gratuitous act which shall create no obligation on the part of Grantee.

14. 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 personal representatives, heirs, successors in title, and assigns, and Grantee and its successors and assigns.

15. STATEMENT OF COMPLIANCE

Grantor hereby agrees to request in writing at least thirty (30) days prior to the sale, transfer, or long term [ten (10) years or more] lease of the Property, 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 the terms and conditions of 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, long term lease, or sale of the Property, 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 long term lease

of the Property, or any portion thereof, shall be paid by Grantor, their successors or assigns.

16. LIMITATION OF GRANTOR LIABILITY

Grantor, and each subsequent owner of the Property, 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 Property, provided that the provisions of Paragraph 15, above, have been fulfilled and all obligations thereunder discharged.

17. HOLD HARMLESS

Grantor, and each subsequent owner of the Property, shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and their heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liability, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgements, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from an act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; and (2) the existence or administration of this Easement.

18. CHANGE IN ECONOMIC CONDITION

The fact that any use of the Property that is expressly prohibited by the terms of this Easement may become more economically valuable than uses permitted by the terms of this Easement, 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. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to Paragraph 19 and 20. In addition, the inability of Grantor, their successors or assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, 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 19 and 20.

19. STIPULATED VALUE OF GRANTEE'S INTEREST

A. Grantor acknowledges that this Easement constitutes a real property interest in the Property immediately vested in Grantee, and that such interest has a fair market value. For purposes of allocating net proceeds in an extinguishment of all or part of this Easement pursuant to Paragraph 20 herein, the share of Grantee's interest shall not be less than the percentage that the fair market value of this Easement on the date hereof bears to the fair market value of the Property prior to considering the effects of this Easement (hereinafter called the "Easement Percentage").

The values for calculating the Easement Percentage shall be based upon a Qualified Appraisal obtained by Grantor for federal income tax purposes. Upon receipt of such Qualified Appraisal, Grantor shall provide a copy of the Qualified Appraisal to Grantee. In the event the Grantor does not claim a charitable gift deduction and, therefore, does not obtain a Qualified Appraisal, the Easement Percentage shall be thirty (30) percent.

B. Grantor and Grantee, and any successors in interests, shall exhaust all reasonable 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 this Paragraph 19.

C. In the event that all or part of this 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 reasonable expenses incurred by Grantor and Grantee in an effort to prevent a taking or in an effort to recover the full value of a taking shall be shared on an equal basis out of any recovered proceeds except in the event that (i) Grantor and Grantee agree in writing to an alternative means for sharing such expenses, or (ii) all or part of this Easement is extinguished as a result of a judicial proceeding brought by or on behalf of Grantor which, in that event, then all expenses shall be paid by Grantor.

20. EXTINGUISHMENT OF EASEMENT AND DISTRIBUTION OF NET PROCEEDS

A. In the event that all or part of the property interests subject to this Easement are involuntarily extinguished by (i) an action in eminent domain, (ii) other judicial proceedings, or (iii) settlement is reached between Grantor, Grantee, and condemner under threat of condemnation, and Grantor joins with Grantee in accordance with Paragraph 19.B and 19.C. above, Grantee's share of any proceeds recovered from any compensation in eminent domain or judicial proceedings or from the first lawful sale of the Property, after the restrictions within

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.

26. ACKNOWLEDGEMENTS

A. Grantor has received and fully reviewed the Baseline Documentation and attests that it is a true, correct and complete summary of the Conservation Values of the Property and is an accurate representation of the Property as of the date of this Easement.

B. Grantor attests that Grantor is the owner of the Property and that the Property is not subject to a mortgage or lien as of the date of this Easement.

IN WITNESS WHEREOF, and again stating their intention to be legally bound hereby, the said parties have hereunto set their hands and respective seals on the day and year first above written.

GRANTOR:

Robert M. Silliman
Robert M. Silliman

David R. Zager
WITNESS

David R. Zager
WITNESS

Ann O. Silliman
Ann O. Silliman

GRANTEE:

BRANDYWINE CONSERVANCY, INC.

BY Wendell Dent, Pres

ATTEST Jan 16, 1987

(SEAL)

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Conservation Easement

EXHIBIT A

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Primary Residential Location



Secondary Residential Location

1545 PG 2340

ement Plan

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DELAWARE C

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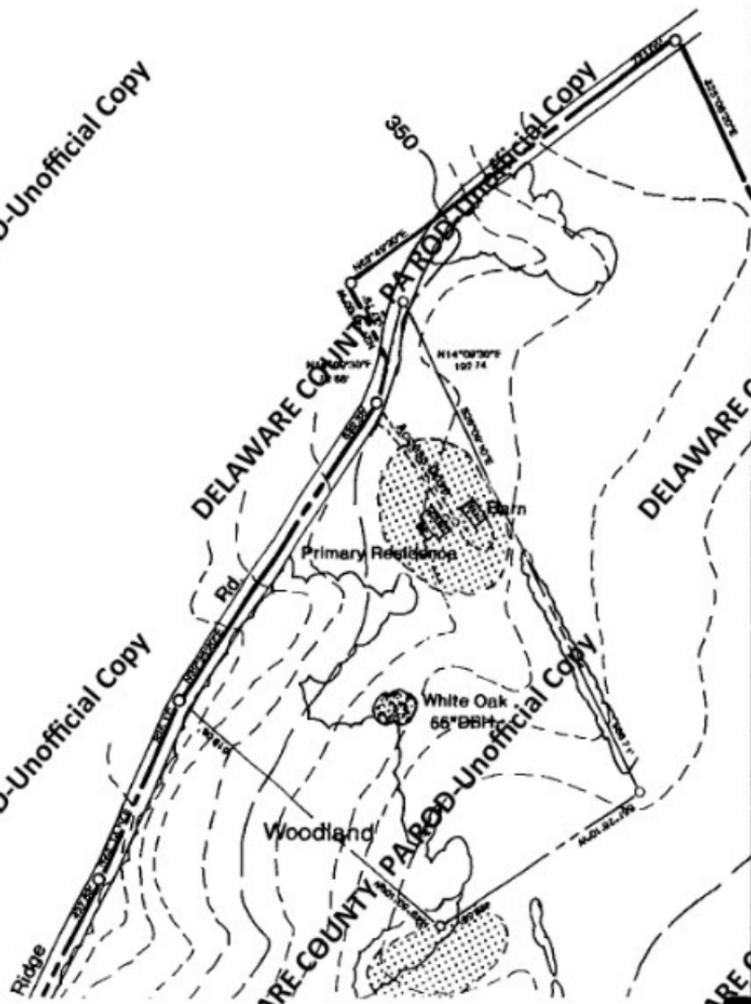
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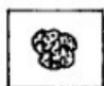
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NOTES:

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Specimen Vegetation



Sensitive Wetland Area



Trail Easement

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Rocky Hill Rd

DELAWARE C

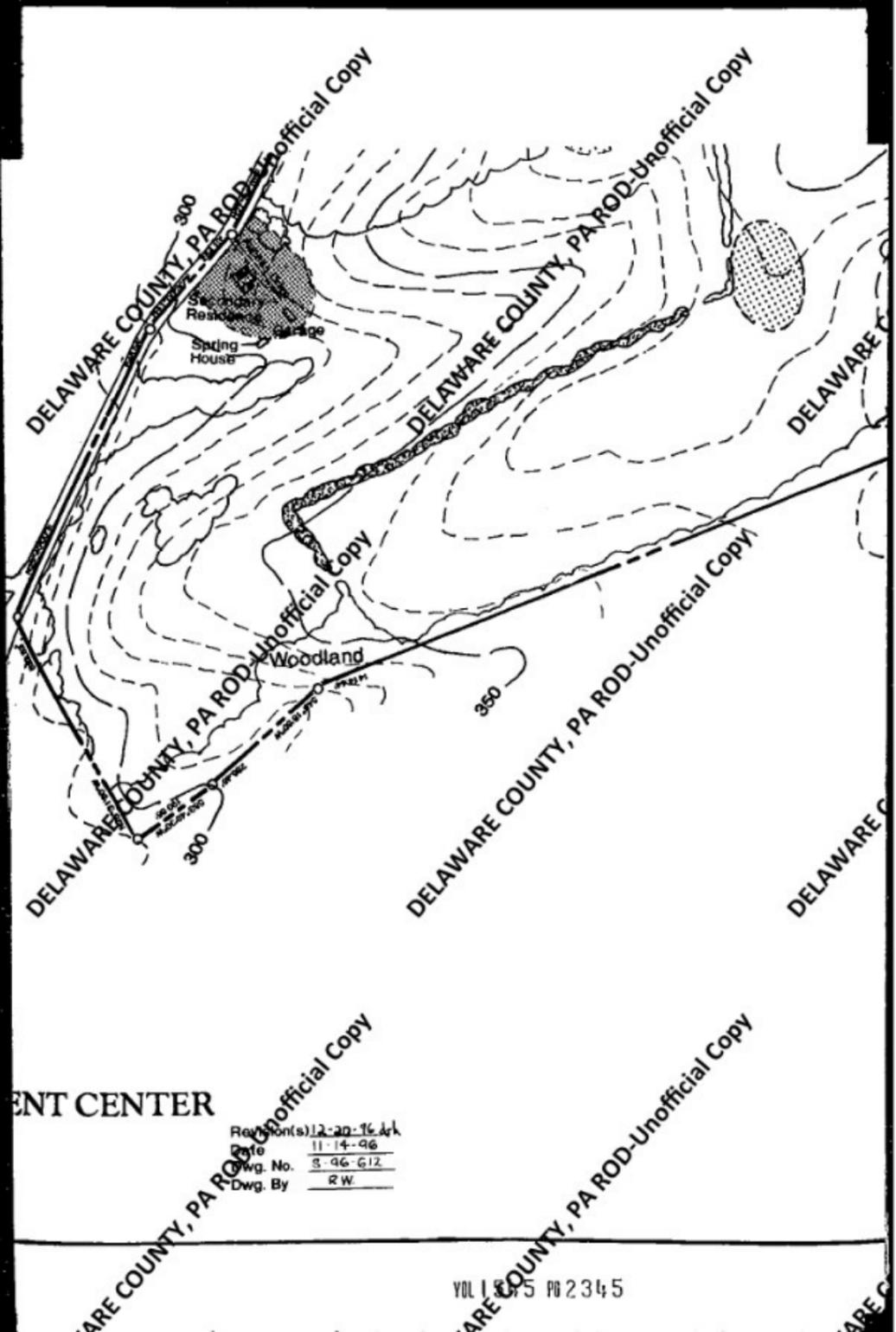
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ENVIRONMENTAL MANAGEMENT
BRANDYWINE CONSERVANCY
P.O. BOX 141, CHANDLER FORD, PA 19317
(215) 388-2700

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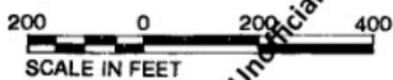
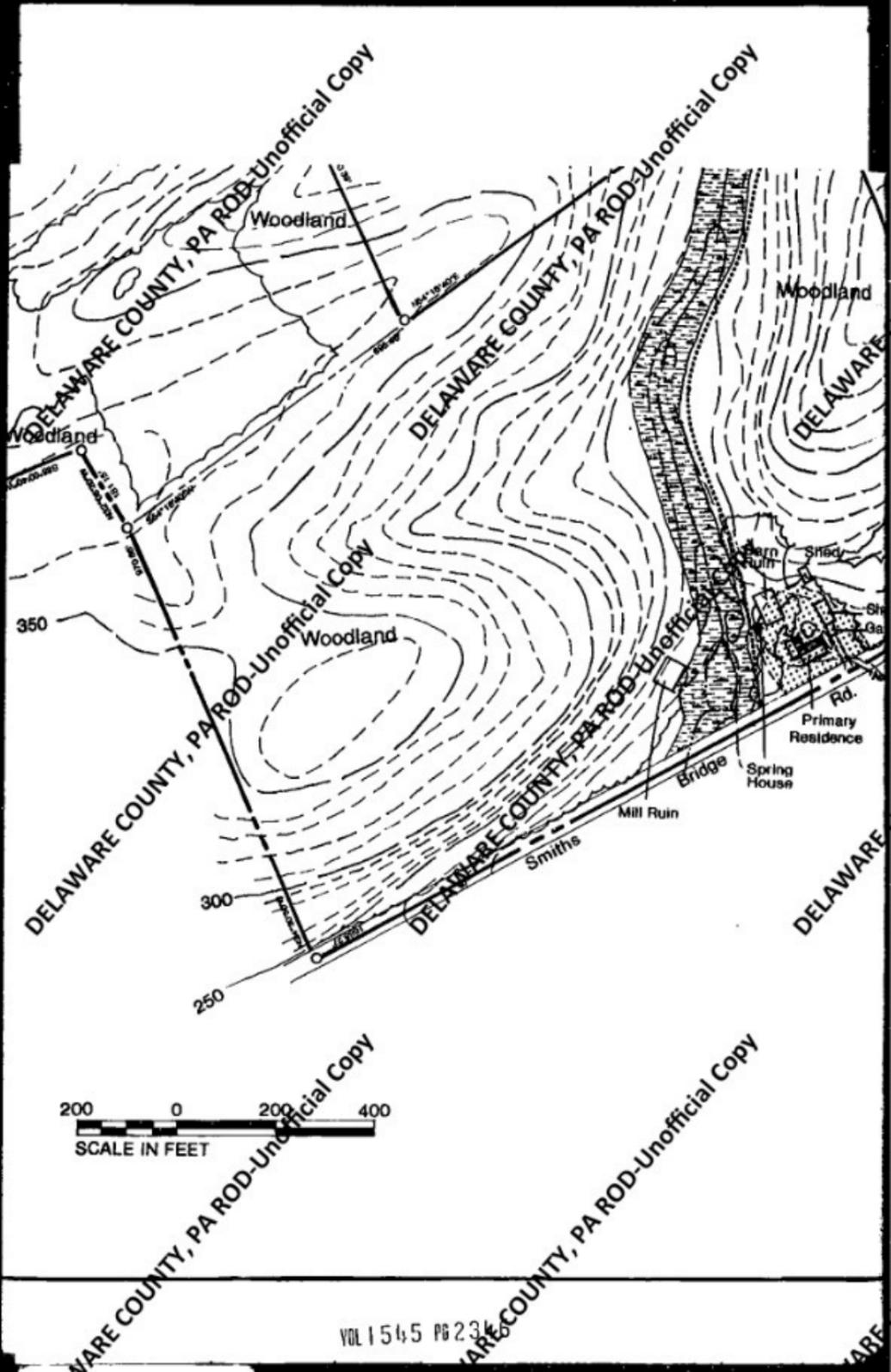
ENT CENTER

Revisions	12-20-16 Ark
Date	11-14-96
Dwg. No.	3-96-612
Dwg. By	RW

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DELAWARE C



SCALE IN FEET



1. Base mapping from legal description from Deed Book 2648, page 430, dated 5/11/78.
2. Tree canopy, improvements and water features from aerial photography by DVRPC 1985.
3. Soils from Chester & Delaware Counties soil Survey S.C.S. 1983.
4. Contours from U.S.G.S. 7.5' quadrangle of Wilmington North, Del-PA, photo revised 1973.

Robert M. & Ann O. Silliman

Birmingham Township

A/K/A Chadds Ford Township
Delaware County, PA

Total Acres 130.022

WA
RMS
C.S.


**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid	-
Area Number	1545
Page Number	2316
Date Entered	12/31/96

Complete each section and file in duplicate with Recorder of Deeds when (1) full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name	David Shields - Brandywine Conservancy	Telephone Number	
Street Address	P.O. Box 141 - Rates 1+100	Area Code	610 1388-8351
City	Chadds Ford, PA	State	PA
Zip Code	19317	Zip Code	

B. TRANSFER DATA

Grantor(s)/Transferor(s)	Robert M. and Ann O. Silliman	Grantee(s)/Lessee(s)	Brandywine Conservancy, Inc.
Street Address	280 Old Kennett Road	Street Address	P.O. Box 141 - Rates 1+100
City	Kennett Square, PA	City	Chadds Ford, PA
State	PA	State	PA
Zip Code	19348	Zip Code	19317

C. PROPERTY LOCATION

Street Address	393 Smiths Bridge Rd.	City, Township, Borough	Chadds Ford
County	Delaware County	School District	Upperville - Chadds Ford
Tax Parcel Number			04-00-01212-00 04-00-01213-00 04-00-01214-00

D. VALUATION DATA

1. Actual Cash Consideration	5,145	2. Other Consideration	+	3. Total Consideration	5.00
4. County Assessed Value	15,000	5. Common Level Ratio Factor	x 30.30	6. Fair Market Value	450,000.00
					76,500.00

E. EXEMPTION DATA

1a. Amount of Exemption Claimed	100%	1b. Percentage of Interest Covered	100%
---------------------------------	------	------------------------------------	------

Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession (Name of (State Tax Number))
 Transfer to Industrial Development Agency.
 Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
 Transfer between principal and agent. (Attach complete copy of agency/trust party agreement.)
 Transfers to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
 Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____ Page Number _____
 Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
 Statutory corporate consolidation, merger or division. (Attach copy of articles.)
 Other (Please explain exemption claimed, if other than listed above)
 donation of easement to a charitable organization

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date

[Signature]

12/30/96

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

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County of Delaware
Commonwealth of Pennsylvania

BE IT REMEMBERED that on this 23rd day of December, 1996, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, ROBERT M. SILLIMAN, party to this Indenture, known to me personally to be such, and severally acknowledged this Indenture to be his deed.

GIVEN under my hand and seal of office, the day and year aforesaid.

Martha J. Coats
Notary Public

NOTARIAL SEAL
MARTHA J. COATS, Notary Public
Chadds Ford, Delaware County
My Commission Expires Nov. 15, 1999

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DELAWARE COUNTY, PA ROD-Unofficial Copy

County of Delaware
Commonwealth of Pennsylvania

BE IT REMEMBERED that on this 29th day of December, 1996, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, ANN O. SILLIMAN, party to this Indenture, known to me personally to be such, and severally acknowledged this Indenture to be her deed.

GIVEN under my hand and seal of office, the day and year aforesaid.

Martha J. Coats
Notary Public

NOTARIAL SEAL
MARTHA J. COATS, Notary Public
Chadds Ford, Delaware County
My Commission Expires Nov. 15, 1999

DELAWARE COUNTY, PA ROD-Unofficial Copy

DELAWARE COUNTY, PA ROD-Unofficial Copy

Commonwealth of Pennsylvania
County of Delaware

BE IT REMEMBERED that on this 27th day of December, 1996, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Wendell Bentzen, President of Brandywine Conservancy, Inc., a corporation existing under the laws of the State of Delaware, party to this Agreement, and acknowledge this Indenture to be his act and deed and the act and deed of said corporation; that the signature of the Wendell Bentzen President thereof in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

GIVEN under my Hand and Seal of Office, the 27th day and year aforesaid.

Martha J. Coats
Notary Public

NOTARIAL SEAL
MARTHA J. COATS, Notary Public
Chester Ford, Delaware County
My Commission Expires Nov. 15, 1999