

5186 Stump Road
Pipersville, PA 18947



Phone 215-766-8914
FAX – 215-766-9831

May 16, 2024

Mr. Ephraim Stoltzfus
Kingdom Provisions, LLC
5960 Durham Road
Pipersville, PA 18947

**RE: Plumstead Township Conservation Easement- Notice of Violation
TMP #34-004-031; 5960 Durham Road**

Dear Ephraim:

As you know, Plumstead Township holds a Conservation Easement on your property located at 5960 Durham Road, Plumstead Township. For your reference, enclosed please find a copy of the recorded easement. It has come to the attention of Plumstead Township that you are in violation of numerous provisions of the enclosed Conservation Easement. Specifically, you are in violation of the following:

1. You have created waste dumps on the Eased Parcel in violation of Paragraph 3.(c);
2. You have altered the land surface through grading, soil dumping and trenching in violation of Paragraph 3.(f);
3. You are in violation of Paragraph 3.(j) in that your current use of the Eased Parcel is causing significant soil degradation, erosion or pollution in that you are composting and placing the composting and blood from your nonconforming slaughter operation on the Eased Parcel without first having a farm conservation plan prepared by the Bucks County District Conservationists of the US Dep of Agricultural Soil Conservation Service; and
4. You are in violation of Paragraph 3.(k) in that you have been dumping trash, concrete, toxic materials on the Eased Parcel.

Pursuant to Paragraph 6.1 of the enclosed easement, you are hereby given written notice of your violations. The Township demands corrective action sufficient to cure each and every one of the above-referenced violations and to restore the Eased Parcel to its prior condition by removal of the berms, planting the fields with ground cover and immediately stopping the placement of blood from your nonconforming slaughterhouse activity on the Eased Parcel and also immediately stopping the composting and placement of composting materials from your slaughterhouse on the Eased Parcel.

If you fail to cure the above-referenced violations within thirty (30) days, Plumstead Township reserves the right to seek injunctive relief in the Bucks County Court of Common Pleas. Plumstead Township

also reserves the right to seek damages for the loss of the aesthetic and environmental values of the Eased Parcel, as well as attorney's fees and all costs related to the enforcement of the Conservation Easement.

Your immediate remediation of the above violations is required.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela P. Benner", with a long, sweeping horizontal line extending to the right.

Angela P. Benner, Manager

Enclosure

cc: Steve Hicks, Assistant Manager/Zoning Officer, Plumstead Township (via email)
Jonathan J. Reiss, Esquire (via email)
Will Oetinger, Esquire (via email)
Diane M. Ellis-Marseglia, Commissioner of Bucks County (via email)
Carly Seldow, Bucks County Conservation District (via email)
Maryellen Lott, Bucks County (via email)
James Beach, Pennsylvania Department of Environmental Protection (via email)
Evan Stone, Executive Director, Bucks County Planning Commission (via email)
Gina M. Thomas, Pennsylvania Department of Environmental Protection (via email)
Chris Kerns, Director of Resource Protection, Heritage Conservancy, Inc. (via email)
David Damsker, Bucks County (via email)
John Ives, Director of Agricultural Land Preservation, Bucks County Planning Commission (via email)
Margaret A. McKeivitt, Bucks County (via email)
Jennifer Ramos-Buschmann, Pennsylvania Department of Environmental Protection (via email)
Jillian Gallagher, Pennsylvania Department of Environmental Protection (via email)
Daniel D. Grieser, Assistant County Solicitor, Bucks County (via email)
S. Berardi, Pennsylvania Department of Environmental Protection (via email)
Kevin Bauer, Pennsylvania Department of Environmental Protection (via email)
Shawn Mountain, Pennsylvania Department of Environmental Protection (via email)
Joseph Schein, FSIS, United States Department of Agriculture (via email)
Logan Freed, Bucks County Conservation District (via email)

BUCKS COUNTY RECORDER OF DEEDS

**55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209**

Instrument Number - 2022069051

Recorded On 11/23/2022 At 7:58:56 AM

*** Total Pages - 45**

*** Instrument Type - EASEMENT - NO PROPERTY TRANSFER**

Invoice Number - 1308347 User - TLF

*** Grantor - PLUMSTEAD ACQUISITIONS LLC**

*** Grantee - PLUMSTEAD TOWNSHIP**

*** Customer - SIMPLIFILE LC E-RECORDING**

*** FEES**

RECORDING FEES	\$262.75
TOTAL PAID	\$262.75

**Bucks County UPI Certification
On November 21, 2022 By TF**

This is a certification page

DO NOT DETACH

**This page is now part
of this legal document.**

**RETURN DOCUMENT TO:
GRIM, BIEHN & THATCHER
104 SOUTH 6TH STREET
PERKASIE, PA 18944**

**I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Bucks County, Pennsylvania.**



Daniel J. McPhillips

**Daniel J. McPhillips
Recorder of Deeds**

*** - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.**

1AE44B



CERTIFIED PROPER IDENTIFICATION NUMBER		2 of 45
34-004-031-	-	PLUMSTEAD TWP
34-004-031--002	-	PLUMSTEAD TWP
34-004-033--004	-	PLUMSTEAD TWP
34-031-012-	-	PLUMSTEAD TWP
CERTIFIED 11/21/2022 BY TF		

Prepared By: Jonathan J. Reiss, Esquire
GRIM, BIEHN & THATCHER
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

Return To: Jonathan J. Reiss, Esquire
104 South 6th Street, P.O. Box 215
Perkasie, PA 18944

CPN# 34-004-031, 34-004-031-002, 34-004-033-004 and 34-031-012

Easement – No Property Transfer

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this 11th day of November, A.D., 2022, by PLUMSTEAD ACQUISITIONS, LLC, a Pennsylvania limited liability company, of 6176 Haring Road, Perkasie, PA 18944, (hereinafter referred to as “*Grantor*”), in favor of PLUMSTEAD TOWNSHIP, of 5186 Stump Road, Pipersville, PA 18947 (hereinafter referred to as “*Grantee*”).

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Bucks County, Pennsylvania, more particularly described in Exhibit “CE-1” attached hereto and incorporated herein by this reference (hereinafter referred to as the “*Property*”); and

WHEREAS, the Property possesses natural scenic and open space values (hereinafter collectively referred to as “*conservation values*”) of great importance to Grantor, the people of Plumstead Township, Bucks County, and the people of the Commonwealth of Pennsylvania; and

WHEREAS the Property possesses important open space, scenic, and agricultural values; and

WHEREAS the County of Bucks and the Commonwealth of Pennsylvania will simultaneously herewith record an Agricultural Conservation Easement that will be in a first position in the chain of title, prior to the recording of this instant Conservation Easement; and

WHEREAS, the specific conservation values of the Property are further documented in an inventory of relevant features of the Property, on file at the offices of The County of Bucks, Agricultural Land Preservation office and incorporated by this reference (hereinafter referred to as “*baseline documentation*”), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with them, including, without limitation, those land uses relating to farming existing at the time of this grant; 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 municipal corporation organized pursuant to the Second Class Township Code, and a qualified organization under the rules and regulations of the Internal Revenue Code of 1986, as amended, I.R.C. §170(h)(iii), (hereinafter referred to as the “*Internal Revenue Code*”), to accept conservation easements pursuant to its open space plan, which includes as a primary purpose the preservation and protection of the land in its natural, agricultural, scenic and open space condition.

NOW, THEREFORE, in consideration of the above and mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the law of Pennsylvania, and in particular, the Second Class Township Code, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the area of the Property described in Exhibit "CE-2" (hereinafter collectively referred to as the "*Eased Parcel*") of the nature and character and to the extent hereinafter set forth and (hereinafter referred to as "*Easement*").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, agricultural, and open space condition and to prevent any use of the Property that will interfere with the express conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving agriculture as are not inconsistent with the purpose of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- (a) To preserve and protect the conservation values of the Eased Parcel;
- (b) To enter upon the Property at reasonable times to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Section 6; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Eased Parcel; and

- (c) 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 Eased Parcel that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 6.

3. Prohibited Uses. Any activity on or use of the Eased Parcel inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) The legal or de facto subdivision for any purpose (this prohibition does not prevent the separate sale of the individual tax parcels comprising the Property except that the Conservation Easement shall remain on each parcel whether under common or separate ownership, and lot line changes between the individual tax parcels comprising the Property shall be allowed so long as each Eased Parcel also includes a Building Envelope) and/or the transfer of development rights from the Property;
- (b) Industrial uses, except for any for which the Grantee has issued certificate(s) of non-conforming use;
- (c) Parking lots, storage areas or waste dumps of any kind;
- (d) Coverage of the land by asphalt, concrete, or other material that does not constitute a natural cover for the land, except as necessary for access to and maintenance of agricultural activity on the adjoining land;

- (e) Replacement or construction of any buildings, structures, or other improvements of any kind (including, without limitation, fences, roads, and parking lots) other than the following:
 - (1) The maintenance, renovation, expansion or replacement of existing agricultural, residential and related buildings, structures and improvements in substantially their present location as shown on Exhibit “CE-3”; provided, that any expansion or replacement of an existing building, structure or improvement may not substantially alter its character or function or increase its present height, or the land surface it occupies, by more than twenty (20) percent without the prior approval of Grantee;
 - (2) The placement or construction, after prior notice to Grantee, of any additional buildings, structures, and improvements for agricultural purposes;
 - (3) The placement or construction, after prior notice to Grantee, of additional accessory structures and improvements for residential purposes (including, without limitation, private recreational facilities such as swimming pools and tennis courts, but not including dwelling place of any kind) in the designated residential area described in Exhibit “CE-4” (hereinafter referred to as “**Building Envelope**”);

- (4) Any easement, license, or other interest in real estate for the extension or conveyance of public utilities such as sewer, water, electric, cable communications, telecommunications, or natural gas under, on, or over the Eased Parcel without the prior approval of Grantee; and
- (5) The replacement or construction, after prior notice to Grantee, of facilities for the development and utilization of energy resources, including, without limitation, wind, solar, hydroelectric, methane, wood, alcohol, and fossil fuels for use on the Eased Parcel; provided that the design and location of any such facility shall be subject to the prior approval of Grantee.
- (f) Alteration of the land surface through grading or soil dumping or trenching, except as may be necessary for activities related to the purpose of this Easement, such as irrigation improvements or water development projects related to agricultural uses;
- (g) Surface mineral development or mining;
- (h) New advertising signs or billboards, except those advertising farm products derived from the agricultural use of the Eased Parcel as agreed upon by the Grantee;

- (i) Introduction of nonnative plants and animal species within riparian areas that may compete with and result in the decline or elimination of natural species. Any new plantings shall be confined to native plants characteristic of the riparian region;
- (j) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface water; provided that prohibition shall not be construed as extending to agricultural operations and practices (including, without limitation, the use of agrichemicals such as fertilizers, pesticides, herbicides, and fungicides) that are substantially in accordance with a farm conservation plan prepared by the Bucks County District Conservationists of the United States Department of Agricultural Soil Conservation Service, or any successor or equivalent agency which is reviewed and updated whenever a substantial change in operation is contemplated, but in any case, no less than every ten (10) years; and
- (k) No dumping of any kind including, but not limited to, trash, concrete, toxic materials, synthetic materials, except as those organic plant materials usually related to agricultural uses.

4. Reserved Rights. Grantor reserves to itself, and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in, or permit or

invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement, which include the following:

- (a) To reside on the property; and
- (b) Agricultural Uses, as listed below, are permitted within all areas of the Property so long as such use is conducted in accordance with Best Management Practices:
 - (1) General Farming. The production of agricultural, horticultural, arboricultural, viticultural, apicultural, and dairy products; the keeping of livestock, poultry, and the products thereof; all buildings (barns, sheds, silos, etc.) associated with this use. Livestock shall include all cattle, horses, ponies, donkeys, mules, hogs, sheep, goats, rabbits, hares, poultry, and any other similar creatures raised for human use or profit, but shall not include dogs, cats, or similar creatures customarily kept as household pets;
 - (2) Nursery. The outdoor raising of plants, shrubs, and trees for sale and transplantation;
 - (3) Noncommercial Kennels. An establishment, structure, or lot on or in which dogs, cats or domestic pets are kept for private purposes;
 - (4) Agricultural Retail. The retail sales of agricultural products and associated/accessory products at roadside stands or other structures to the general public. At least fifty percent (50%) of the proceeds from agricultural retail sales must come from the sale of products grown,

produced, and/or raised on the Property. The remaining proceeds may come from the sales of agricultural products not grown, produced, and/or raised on the Property or products associated with or accessory to any of the aforementioned agricultural products; and

- (5) Forestry. For the purposes of the Conservation Easement, forestry shall mean the removal of trees from a forest. Forestry includes the selective cutting of trees for lumber, pulp, firewood, or the like that may be part of a forest management program and/or the clear cutting of a portion of a forest to create agricultural fields for tilling or grazing. No more than twenty percent (20%) of the total forest as depicted upon the Plan may be removed.

The following Agricultural Uses listed below are not permitted:

- (1) Intensive Agriculture. Including confinement, livestock and poultry operations taking place in structures or closed pens; animals raised for furs or skins; and plants raised in greenhouses, hoop houses, or similar structures(except that a total of three percent (3%) of each Eased Parcel may be occupied by greenhouses, hoop houses, or similar structures);
- (2) Industrial Animal Production. The raising, breeding, and/or lodging of animals normally used as domestic or household pets for immediate or ultimate use in laboratories, for experimental purposes, or for uses other than that of a domestic household pet; and

- (3) Commercial Kennels. An establishment, structure, lot, or portion of a lot on or in which more than six (6) dogs, cats, or domestic pets are housed, bred, boarded, trained, or raised for sale.
- (c) To engage in any business that is conducted by, and in the home of, a person residing on the property or that involves this provision of goods or services incidental to, and occupied structures used principally for the agricultural uses of the Property;
- (d) To engage and permit others to engage in recreational uses of the Property, limited to hunting and fishing, that require no surface alteration or other development of the land;
- (e) The right to approve any proposed restoration activities within the Easement Area, modification of restoration plans and all activities necessary to carry out the restoration projects as granted under Paragraph 2; and
- (f) The right to remove or demolish any existing structure, building or dwelling and replace that building, structure or dwelling in the same or other location in accordance with the then prevailing zoning ordinance and building code of the municipality. Any removal or relocation of buildings, structures or dwellings requires the Grantor to return the original site to a natural state in accordance with the purpose of the Easement.

5. Notice and Approval.

5.1 Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Paragraph 2, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Easement. Whenever notice is required Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

5.2 Grantee's approval. Where Grantee's approval is required, as set forth in Paragraph 3. Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

6. Grantee's Remedies.

6.1 Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor 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 purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

6.2 Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail 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, and to require the restoration of the Property to the condition that existed prior to any such injury.

6.3 Damages. Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. 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.

6.4 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire.

6.5 Scope of Relief. Grantee's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Easement. 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 Paragraph 6.2 , 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 the necessity of proving either actual damages

or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 Costs of Enforcement. All reasonable costs incurred by either Grantor or Grantee in enforcing the terms of this Easement against the other in a judicial enforcement action, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by a party's violation of the terms of this Easement, shall be borne by the non-prevailing party.

6.7 Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such terms, or of any subsequent breach of the same, or any other term of this Easement, or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.8 Waiver of Certain Defense. Grantor hereby waives any defense of laches, estoppel, or prescription.

6.9 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

7. **Access.** A right of access is not granted to Grantee for the benefit of the general public.

8. **Costs, Liabilities, Taxes and Environmental Compliance.**

8.1 **Costs, Legal Requirements and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

8.2 **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (hereinafter collectively referred to as “*taxes*”), including any Taxes imposed upon, or incurred because of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

8.3 **Representations and Warranties.** Grantor represents and warrants that, after reasonable investigation and to the best of their knowledge:

- (a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement

as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from or across the Property;

- (b) There are not now any underground storage tanks located on the Eased Parcel, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations and requirements;
- (c) Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- (d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
- (e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there

exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands or orders.

8.4 Remediation. If, at any time, there occurs, or has occurred, a release in, on or about the Property of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

8.5 Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (hereinafter referred to as "**CERCLA**"), and corresponding state statute.

8.6 Hold Harmless. Grantor hereby releases and agrees to hold harmless, indemnify and defend Grantee and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (hereinafter collectively referred to as "**Indemnified Parties**") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, 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 any 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; (2) the violation or alleged violation of, or other failure to comply with any federal, state, or local law, regulation, or requirement, including, without limitation, CERCLA and corresponding state statute, by any person other than any of the Indemnified Parties, in any way affecting, involving or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of Paragraphs 8.1 through 8.5.

9. Extinguishment and Condemnation.

9.1 Extinguishment. This Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with Paragraph 9.2.

9.2 Valuation. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Paragraph 9(a), the parties stipulate to have a fair

market value determined by multiplying: (1) the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant are those values used to calculate the deduction for Federal Income Tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

9.3 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interest in the Property subject to the taking, or in lieu purchase, and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking, or in lieu purchase, shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 9.2.

9.4 Application of Proceeds. Grantee shall use any proceeds received under the circumstances described in this Section 9 in a manner consistent with its conservation purposes, which are exemplified by this grant.

10. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then

applicable) and authorized to acquire and hold conservation easements under the laws of the Commonwealth of Pennsylvania (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purpose which this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment of at least twenty (20) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

11. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which she divests herself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability any way.

12. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, with thirty (30) days of receipt of Grantor's written request therefor.

13. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Plumstead Acquisitions, LLC
6176 Haring Road
Perkasie, PA 18944

To Grantee: Plumstead Township
5186 Stump Road, P.O. Box 387
Plumsteadville, PA 18947

or such other address as either party from time to time shall designate by written notice to the other.

14. Recordation. Grantee shall record this instrument in timely fashion in the official records of Bucks, County, Pennsylvania, and may re-record it at any time as may be required to preserve its rights in this Easement.

15. General Provision.

15.1 Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Pennsylvania.

15.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of Plumstead Township. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

15.3 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

15.4 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Paragraph 15.5.

15.5 Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including State law or Section 170(h) of the Internal Revenue Code of 1954, as amended, and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the Recorder of Deeds Office for Bucks County, Pennsylvania.

15.6 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

15.7 Joint obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

15.8 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property. The terms “Grantor” and “Grantee” wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and her personal representatives, heirs, successors and assigns and the above-named Grantee and its successors and assigns.

15.9 Termination of Rights and Obligations. A party’s rights and obligations under this Easement terminate upon transfer of the party’s interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

15.10 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

15.11 Counterparts. The parties may execute this instrument in two (2) or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

15.12 Coal Rights Notice. The following notice is given to Owners solely for the purpose of compliance with the requirements of the Conservation Easements Act:

NOTICE: This Conservation Easement may impair the development of coal interests including workable coal seams or coal interests which have been severed from the Property.

15.13 Acceptance by Grantee. Execution of this Easement by Grantee shall constitute acceptance of this Easement as required under the Conservation and Preservation Easements Act of Pennsylvania, Act 29 of 2001.

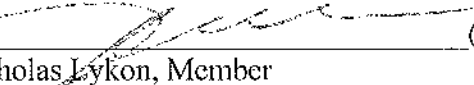
TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

APPROVAL BY GRANTOR:

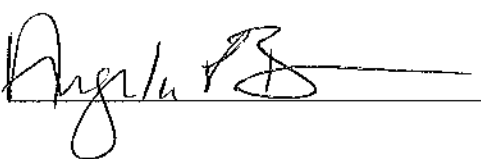
PLUMSTEAD ACQUISITIONS, LLC

By:  (SEAL)
Dewey H. Bunch III, Member

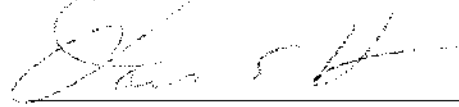
By:  (SEAL)
Nicholas Lykon, Member

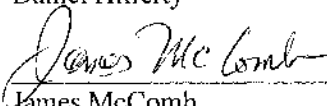
APPROVAL BY GRANTEE PLUMSTEAD TOWNSHIP:

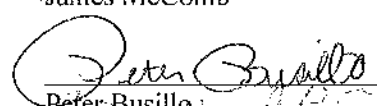
ATTEST:

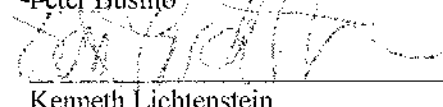


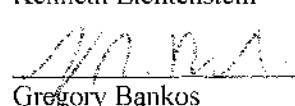
BOARD OF SUPERVISORS:

 (SEAL)
Daniel Hilferty

 (SEAL)
James McComb

 (SEAL)
Peter Busillo

 (SEAL)
Kenneth Lichtenstein

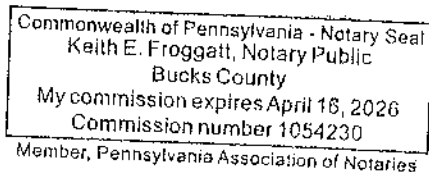
 (SEAL)
Gregory Bankos

ACKNOWLEDGEMENTS

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

On this 14th day of November, 2022, before me a Notary Public, personally appeared **DEWEY H. BUNCH III and NICHOLAS LYKON, MEMBERS of PLUMSTEAD ACQUISITIONS, LLC**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



[Signature] (SEAL)
Notary Public

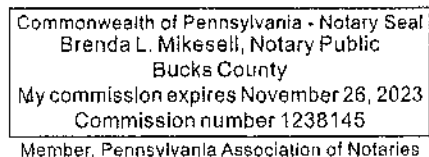
COMMONWEALTH OF PENNSYLVANIA :
: **SS.**
COUNTY OF BUCKS :

ON November 11, 2022, before me, a Notary Public, having offices in Perkasio Borough, Bucks County, Pennsylvania, the undersigned officer, personally appeared **JONATHAN J. REISS, ESQUIRE**, known to me (or satisfactorily proven) to be a member of the Bar of the Supreme Court of Pennsylvania, and a subscribing witness to the within instrument, and certified that he was personally present when **DANIEL HILFERTY, JAMES MCCOMB, PETER BUSILLO, KENNETH LICHTENSTEIN and GREGORY BANKOS, the BOARD OF SUPERVISORS of PLUMSTEAD TOWNSHIP**, whose names are subscribed to the within instrument, executed the same and that the persons have acknowledged that they executed the foregoing instrument for the purposes therein contained.

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

[Signature]
Jonathan J. Reiss, Esquire
Attorney ID Number 39263

[Signature]
Notary Public





GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

Metes and Bounds Description
TMP 34-004-031 Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania

Being known and designated as TMP 34-004-031 as shown on a plan entitled "Conservation Easement Plan, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated February 24, 2022, and last revised September 12, 2022, and described as follows:

Beginning at a point on or near the centerline of Durham Road, said point being on the dividing line between TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, and from said Point of Beginning, thence;

1. Along the dividing line between TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, South 37° 08' 45" West, passing over a concrete monument set 40 feet from the start of this course, also passing over a concrete monument set 255.64 feet from the start of this course, also passing over a concrete monument set 391.71 feet from the start of this course, for a total distance of 1456.19 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-03-003, lands N/F Nicholas A. & Andrea N. Granja, thence;

The following two (2) courses and distances along said dividing line:

2. North 44° 51' 26" West, for a distance of 178.12 feet to a pipe found, thence;
3. South 38° 04' 59" West, for a distance of 409.06 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-004, lands N/F Plumstead Acquisitions, LLC, thence;
4. Along said dividing line, North 53° 12' 36" West, for a distance of 575.47 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-026, lands N/F Shawn C. & Lisa A. Samperi, thence;
5. Along said dividing line and then along TMP 34-004-030, lands N/F Donald R. & Evelyn L. King, North 36° 50' 30" East, for a distance of 1497.05 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031-001, lands N/F Glenna C. Clapp, thence;

The following two (2) courses and distances along said dividing line:

6. South 52° 48' 17" East, for a distance of 81.69 feet to an iron pin found, thence;
7. North 36° 49' 58" East, passing over an iron pin found 25.03 feet from the end of this course, for a total distance of 346.81 feet to a point on or near the centerline of Durham Road, thence;



Metes and Bounds Description

TMP 34-004-031, Lands N/F Plumstead Acquisitions, LLC

Plumstead Township, Bucks County, Pennsylvania

8. Along Durham Road, South 52° 52' 24" East for a distance of 686.69 feet to the Point of Beginning.

Containing 1,306,338 square feet or 29.99 acres, more or less.

Dated: January 27, 2022

Revised: September 12, 2022

File No.: 21-07004-01

Prepared by: Donald P. Rapsinski, Professional Land Surveyor

Pennsylvania License No.: SU043355E

DPR/jm





GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

Metes and Bounds Description
TMP 34-004-031-002, Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania

Being known and designated as TMP 34-004-031-002 as shown on a plan entitled "Conservation Easement Plan, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated February 24, 2022, and last revised September 12, 2022, and described as follows:

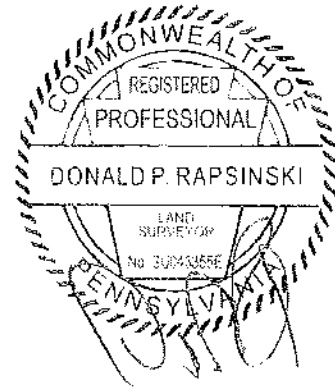
Beginning at a point on or near the centerline of Durham Road, said point being on the dividing line between TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, and from said Point of Beginning, thence;

1. Along Durham Road, South 52° 57' 12" East, for a distance of 377.45 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-011, lands N/F Bronwyn Ruhfass & Kenneth Gafgen, thence;
2. Along said dividing line, then along TMP 34-031-015, lands N/F Eresa & Zdzisla Wogonowski, then along TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC, then along TMP 34-004-033-001, lands N/F Timothy W. & Kristine S. Bryan, then TMP 34-004-033-012, lands N/F Ralph J. DePalma, then along TMP 34-004-003-013, lands N/F James G. & Patricia J. Dyckes, and then partially along TMP 34-004-033-007, lands N/F Christopher Cerrito, South 37° 11' 49" West, passing over an iron pin found 25.14 feet from the start of this course, also passing over a concrete monument set 40.00 feet from the start of this course, also passing over an iron pin found 200.14 feet from the start of this course, and also passing over a concrete monument 286.16 feet from the start of this course, for a total distance of 1509.69 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-003, lands N/F Nicholas A. & Andrea N. Granja, thence;
3. Along said dividing line, North 44° 51' 21" West, for a distance of 379.79 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, thence;
4. Along said dividing line, North 37° 08' 45" East, passing over a concrete monument set 351.71 feet from the end of this course, also passing over a concrete monument 215.64 feet from the end of this course, and also passing over a concrete monument set 40.00 feet from the end of this course, for a total distance of 1456.19 feet to the Point of Beginning.

Containing 558,748 square feet or 12.83 acres, more or less.

Metes and Bounds Description
TMP 34-004-031-002, Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania

Dated: January 27, 2022
Revised: September 12, 2022
File No.: 21-07004-01
Prepared by: Donald P. Rapsinski, Professional Land Surveyor
Pennsylvania License No.: SU043355E
DPR/jm





GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

Metes and Bounds Description
TMP 34-004-033-004, Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania

Being known and designated as TMP 34-004-033-004 as shown on a plan entitled "Conservation Easement Plan, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated February 24, 2022, and last revised September 12, 2022, and described as follows:

Beginning at a point on or near the centerline of Stump Road (33' wide), said point being on the dividing line between TMP 34-004-033-004, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-033-006, lands N/F Glenn C. Ford, and from said Point of Beginning, thence;

1. Along Stump Road (33' wide), South 51° 10' 21" West for a distance of 50.13 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-005, lands N/F Wesley R. Gould, Jr. & Brenda Kay, thence;

The following two (2) courses and distances along said dividing line:

2. North 42° 56' 39" West, passing over a concrete monument set 40.10 feet from the start of this course, for a total distance of 280.84 feet to a point, thence;
3. South 51° 16' 51" West for a distance of 318.79 feet to a concrete monument found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-035-001, lands N/F Joseph M. Lee, thence;
4. Along said dividing line, North 53° 59' 39" West for a distance of 1118.64 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-011, lands N/F Wayne L. & Nancy K. Bunting, thence;
5. Along said dividing line and then along TMP 34-004-027, lands N/F Frederick S. Hutch, North 36° 17' 31" East for a distance of 430.42 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-026, lands N/F Shawn C. & Lisa A. Samperi, thence;
6. Along said dividing line, North 38° 24' 51" East for a distance of 273.63 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, thence;
7. Along said dividing line, South 53° 12' 36" East for a distance of 575.47 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-003, lands N/F Nicholas A. & Andrea N. Granja, thence;

Metes and Bounds Description

TMP 34-004-033-004, Lands N/F Plumstead Acquisitions, LLC

Plumstead Township, Bucks County, Pennsylvania

The following two (2) courses and distances along said dividing line:

8. South 47° 25' 59" East for a distance of 656.55 feet to a point, thence;
9. South 41° 33' 45" East for a distance of 45.15 feet to a concrete monument found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-006, lands N/F Glenn C. Ford, thence;

The following two (2) courses and distances along said dividing line:

10. South 51° 16' 13" West for a distance of 264.73 feet to a concrete monument found, thence;
11. South 42° 58' 02" East, passing over a concrete monument found 40.10 feet from the end of this course, for a total distance of 280.86 feet to the Point of Beginning.

Containing 829,394 square feet or 19.04 acres, more or less.

Dated: January 27, 2022
Revised: September 12, 2022
File No.: 21-07004-01
Prepared by: Donald P. Rapsinski, Professional Land Surveyor
Pennsylvania License No.: SU043355E
DPR/jm





GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

Metes and Bounds Description
TMP 34-031-012, Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania

Being known and designated as TMP 34-031-012 as shown on a plan entitled "Conservation Easement Plan, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated February 24, 2022, and last revised September 12, 2022, and described as follows:

Beginning at a point on or near the centerline of Stump Road (33' wide), said point being on the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-003, lands N/F Michael W. & Mary Ann Koch-Lohman, and from said Point of Beginning, thence;

1. Along Stump Road (33' wide), South 57° 16' 50" West, for a distance of 51.42 feet to a point on the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-002, lands N/F Javan Kontz, thence;
2. Along said dividing line, and then along TMP 34-031-013, lands N/F Andrew & Kacy Kiljanski, North 46° 13' 10" West, passing over a pipe found 20.46 feet from the start of this course, also passing over a nail set 120.00 feet from the start of this course, for a total distance of 405.68 feet to a concrete monument set on the dividing line between said lands of Plumstead Acquisitions and said lands of Kiljanski, thence;
3. Along said dividing line, South 57° 06' 50" West, passing over an iron pin set 81.85 feet from the end of this course, for a total distance of 400.03 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-001, lands N/F Timothy W. & Kristine S. Bryan, thence;
4. Along said dividing line, North 46° 10' 21" West, for a distance of 365.61 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, thence;
5. Along said dividing line, North 37° 11' 49" East, for a distance of 439.74 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-015, lands N/F Eresa & Zdzisla Wogonowski, thence;
6. Along said dividing line, and then along TMP 34-031-014, lands N/F William C. Jr. & Theresa Vanhorn, and then TMP 34-031-009, lands N/F Debra A. Weber, South 46° 12' 19" East, passing over a concrete monument set 211.77 feet from the start of this course, also passing over a pipe found 251.67 feet from the start of this course, for a total distance of 504.42 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and said lands of Weber, thence;

Metes and Bounds Description

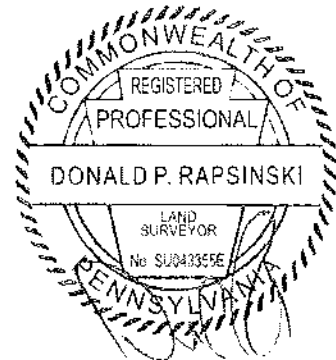
TMP 34-031-012, Lands N/F Plumstead Acquisitions, LLC

Plumstead Township, Bucks County, Pennsylvania

7. Along said dividing line, North 36° 55' 41" East, for a distance of 248.16 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-008, lands N/F John M. & Bridget H. Ciambrone, thence;
8. Along said dividing line, then along TMP 34-031-007, lands N/F William R. & Nadine A. Reinhardt, and then along TMP 34-031-006, lands N/F Dale E. & Alvina M. Ives, South 52° 54' 10" East, for a distance of 300.00 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-005, lands N/F Erin J. Dougherty, thence;
9. Along said dividing line, South 19° 50' 38" West, for a distance of 33.72 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-004, lands N/F Candy L. Pisarek, thence;
10. Along said dividing line, and then along TMP 34-031-003, lands N/F Michael W. & Mary Ann Koch-Lohman, South 57° 17' 25" West, for a distance of 256.10 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and said lands of Koch-Lohman, thence;
11. Along said dividing line, South 46° 26' 20" East, passing over a nail set 120.11 feet from the end of this course, for a total distance of 199.33 feet to the Point of Beginning.

Containing 284,208 square feet or 6.52 acres, more or less.

Dated: January 27, 2022
Revised: September 12, 2022
File No.: 21-07004-01
Prepared by: Donald P. Rapsinski, Professional Land Surveyor
Pennsylvania License No.: SU043355E
DPR/jm





GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description
Conservation Easement on TMP 34-004-031
Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as Conservation Easement on TMP 34-004-031 as shown on a plan entitled "Conservation Easement Plan, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated February 24, 2022, and last revised October 24, 2022, and described as follows:

Beginning at a point on the dividing line between TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031-001, lands N/F Glenna C. Clapp at its intersection with the southerly ultimate right-of-way line of Durham Road, and from said Point of Beginning, thence;

1. Along the southerly ultimate right-of-way line of Durham Road, South 52° 52' 24" East, for a distance of 222.03 feet to a concrete monument set, thence;

The following two (2) courses and distances along the building envelope:

2. South 37° 08' 45" West, for a distance of 351.71 feet to a concrete monument set, thence;
3. South 52° 52' 24" East, for a distance of 464.45 feet to a concrete monument set on the dividing line between TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, thence;
4. Along said dividing line, South 37° 08' 45" West, for a distance of 1064.48 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-003, lands N/F Nicholas A. & Andrea N. Granja, thence;

The following two (2) courses and distances along said dividing line:

5. North 44° 51' 26" West, for a distance of 178.12 feet to a pipe, thence;
6. South 38° 04' 59" West, for a distance of 409.06 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-004, land N/F Plumstead Acquisitions, LLC, thence;
7. Along said dividing line, North 53° 12' 36" West, for a distance of 575.47 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-026, lands N/F Shawn C. & Lisa A. Samperi, thence;
8. Along said dividing line and then along the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-030, lands N/F Donald R. & Evelyn L. King, North 36° 50' 30" East, for a distance of 1497.05 feet to an iron pin found on the dividing line between said



Metes and Bounds Description
Conservation Easement on TMP 34-004-031
Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania

lands of Plumstead Acquisitions, LLC and TMP 34-004-031-001, lands N/F Glenna C. Clapp, thence;

The following two (2) courses and distances along said dividing line:

9. South 52° 48' 17" East, for a distance of 81.69 feet to an iron pin found, thence;

10. North 36° 49' 58" East, for a distance of 306.81 feet to the POINT OF BEGINNING.

Containing 1,115,525 square feet or 25.61 acres, more or less.

Dated: October 24, 2022
File No.: 21-07004-01
Prepared by: Donald P. Rapsinski, Professional Land Surveyor
Pennsylvania License No.: SU043355E
DPR/jm





GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description
Conservation Easement on TMP 34-004-031-002
Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as Conservation Easement on TMP 34-004-031-002 as shown on a plan entitled "Conservation Easement Plan, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated February 24, 2022, and last revised October 24, 2022, and described as follows:

Beginning at a concrete monument set on the dividing line between TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, said point being located South 37° 08' 45" West a distance of 215.64 feet as measured along said dividing line from its intersection with the southerly ultimate right-of-way line of Durham Road, and from said Point of Beginning, thence;

1. Along the building envelope, South 48° 19' 42" East, for a distance of 378.37 feet to a concrete monument set on the dividing line between TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-015, lands N/F Eresa & Zdzisla Wogonowski, thence;
2. Along said dividing line, then along TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC, then along TMP 34-004-033-001, lands N/F Timothy W. & Kristine S. Bryan, then TMP 34-004-033-012, lands N/F Ralph J. DePalma, then along TMP 34-004-003-013, lands N/F James G. & Patricia J. Dyckes, and then partially along TMP 34-004-033-007, lands N/F Christopher Cerrito, South 37° 11' 49" West, for a distance of 1223.53 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-003, lands N/F Nicholas A. & Andrea N. Granja, thence;
3. Along said dividing line, North 44° 51' 21" West, for a distance of 379.79 feet to an iron pin found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, thence;
4. Along said dividing line, North 37° 08' 45" East, for a distance of 1200.55 feet to the POINT OF BEGINNING.

Containing 456,531 square feet or 10.48 acres, more or less.

Dated: October 24, 2022
File No.: 21-07004-01
Prepared by: Donald P. Rapsinski, Professional Land Surveyor
Pennsylvania License No.: SU043355E
DPR/jm



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BUILDING ON A FOUNDATION OF EXCELLENCE



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description
Conservation Easement on TMP 34-004-033-004
Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania**

Being known and Conservation Easement on TMP 34-004-033-004 as shown on a plan entitled "Conservation Easement Plan, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated February 24, 2022, and last revised October 24, 2022, and described as follows:

Beginning at a concrete monument set on the dividing line between TMP 34-004-033-004, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-033-006, lands N/F Glenn C. Ford at its intersection with the westerly ultimate right-of-way line of Stump Road (33' wide), and from said Point of Beginning, thence;

1. Along the westerly ultimate right-of-way line of Stump Road (33' wide), South 51° 10' 21" West for a distance of 30.06 feet to a point on the building envelope, thence;

The following seven (7) courses and distances along the building envelope:

2. North 42° 56' 39" West, for a distance of 290.93 feet to a concrete monument set, thence;
3. North 51° 16' 15" East, for a distance of 91.08 feet to a monument set, thence;
4. North 38° 43' 09" West, for a distance of 248.64 feet to a monument set, thence;
5. South 51° 16' 51" West, for a distance of 326.88 feet to a monument set, thence;
6. South 38° 43' 09" East, for a distance of 248.75 feet to a monument set, thence;
7. North 51° 16' 51" East, for a distance of 215.75 feet to a monument set, thence;
8. South 42° 56' 39" East, for a distance of 50.14 feet to a point on the dividing line between TMP 34-004-033-004, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-033-005, lands N/F Wesley R. Gouldy, Jr. & Brenda Kay, thence;
9. Along said dividing line, South 51° 16' 51" West for a distance of 318.79 feet to a concrete monument found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-035-001, lands N/F Joseph M. Lee, thence;
10. Along said dividing line, North 53° 59' 39" West for a distance of 1118.64 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-011, lands N/F Wayne L. & Nancy K. Bunting, thence;

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BUILDING ON A FOUNDATION OF EXCELLENCE

Metes and Bounds Description
Conservation Easement on TMP 34-004-033-004
Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania

11. Along said dividing line and then along TMP 34-004-027, lands N/F Frederick S. Hutch, North 36° 17' 31" East for a distance of 430.42 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-026, lands N/F Shawn C. & Lisa A. Samperi, thence;
12. Along said dividing line, North 38° 24' 51" East for a distance of 273.63 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, thence;
13. Along said dividing line, South 53° 12' 36" East for a distance of 575.47 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-003, lands N/F Nicholas A. & Andrea N. Granja, thence;

The following two (2) courses and distances along said dividing line:

14. South 47° 25' 59" East for a distance of 656.55 feet to a point, thence;
15. South 41° 33' 45" East for a distance of 45.15 feet to a concrete monument found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-006, lands N/F Glenn C. Ford, thence;

The following two (2) courses and distances along said dividing line:

16. South 51° 16' 13" West for a distance of 264.73 feet to a concrete monument found, thence;
17. South 42° 58' 02" East, for a distance of 240.75 feet to the Point of Beginning.

Containing 740,269 square feet or 16.99 acres, more or less.

Dated: October 24, 2022
File No.: 21-07004-01
Prepared by: Donald P. Rapsinski, Professional Land Surveyor
Pennsylvania License No.: SU043355E
DPR/jm





GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description
Conservation Easement on TMP 34-031-012
Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as Conservation Easement on TMP 34-031-012 as shown on a plan entitled "Conservation Easement Plan, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated February 24, 2022, and last revised October 24, 2022, and described as follows:

Beginning at a point on the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, said point being South 37° 11' 49" West a distance of 349.35 feet as measured along said dividing line from its intersection with the southerly ultimate right-of-way line of Durham Road, and from said Point of Beginning, thence;

1. Along the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-015, lands N/F Eresa & Zdzisla Wogonowski, South 46° 12' 19" East, for a distance of 211.77 feet to a concrete monument set, thence;

The following two (2) courses and distances along the building envelope:

2. South 37° 10' 56" West, for a distance of 359.68 feet to a concrete monument set, thence;
3. South 46° 10' 21" East, for a distance of 181.80 feet to an iron pin set on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-013, lands N/F Andrew & Kacy Kiljanski, thence;
4. Along said dividing line, South 57° 06' 50" West, for a distance of 81.85 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-033-001, lands N/F Timothy W. & Kristine S. Bryan, thence;
5. Along said dividing line, North 46° 10' 21" West, for a distance of 365.61 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, thence;
6. Along said dividing line, North 37° 11' 49" East, for a distance of 439.74 feet to the POINT OF BEGINNING.

Containing 105,906 square feet or 2.43 acres, more or less.

Purpart 2:

Beginning at a nail set on the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-003, lands N/F Michael W. & Mary Ann Koch-Lohman at its intersection with the northerly corner of an access easement, said nail being located North 46°

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Metes and Bounds Description
Conservation Easement on TMP 34-031-012
Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania

26' 20" East a distance of 120.11 feet as measured along said dividing line from the title line near the center of Stump Road (33' wide), and from said Point of Beginning, thence;

1. Along the westerly ultimate right-of-way line of Stump Road (33' wide), South 57° 16' 50" West, for a distance of 50.95 feet to a nail set on the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-002, lands N/F Javan Kontz, thence;
2. Along said dividing line and then along TMP 34-031-013, lands N/F Andrew & Kacy Kiljanski, North 46° 13' 10" West, for a distance of 285.68 feet to a concrete monument set, thence;
3. Along the building envelope North 39° 09' 53" East, for a distance of 47.92 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-009, lands N/F Debra A. Weber, thence;
4. Along said dividing line North 36° 55' 41" East, for a distance of 248.16 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-008, lands N/F John M. & Bridget H. Ciabrone thence;
5. Along said dividing line and then TMP 34-031-007, lands N/F William R. & Nadine A. Reinhardt and then TMP 34-031-006, lands N/F Dale E. & Alvina M. Ives, South 52° 54' 10" East, for a distance of 300.00 feet to a point on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-005, lands N/F Erin J. Dougherty, thence;
6. Along said dividing line, South 19° 50' 38" West, for a distance of 33.72 feet to a pipe found on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-004, lands N/F Candy L. Pisarek, thence;
7. Along said dividing line and then TMP 34-031-003, lands N/F Michael W. & Mary Ann Koch-Lohman, South 57° 17' 25" West, for a distance of 256.10 feet to a pipe found, thence;
8. Along the dividing line between said lands of Plumstead Acquisitions, LLC and said lands of Michael W. & Mary Ann Koch-Lohman, South 46° 26' 20" East, for a distance of 79.22 feet to the POINT OF BEGINNING.

Containing 85,210 square feet or 1.96 acres, more or less.

Containing at total of 191,116 square feet or 4.38 acres, more or less.

Dated: October 24, 2022
File No.: 21-07004-01
Prepared by: Donald P. Rapsinski, Professional Land Surveyor
Pennsylvania License No.: SU043355E
DPR/jm





GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description
Building Envelope on TMP 34-031-012
Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as the Building Envelope on TMP 34-031-012 as shown on a plan entitled "Conservation Easement Plan, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated February 24, 2022, and last revised September 12, 2022, and described as follows:

Beginning at a concrete monument set at a southeasterly corner of this building envelope, said corner being located North $46^{\circ} 13' 10''$ West a distance of 405.68 feet from a point on or near the centerline of Stump Road (33' wide) on the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-003, lands N/F Michael W. & Mary Ann Koch-Lohman, and from said Point of Beginning, thence;

1. Along the dividing line between TMP 34-031-012, lands N/F Plumstead Acquisitions, LLC and TMP 34-031-013, lands N/F Andrew & Kacy Kiljanski, South $57^{\circ} 06' 50''$ West, for a distance of 318.18 feet to an iron pin set, thence;

The following two (2) courses and distances through said lands of Plumstead Acquisitions, LLC:

2. North $46^{\circ} 10' 21''$ West, for a distance of 181.80 feet to a concrete monument set, thence;
3. North $37^{\circ} 10' 56''$ East, for a distance of 359.68 feet to a concrete monument set on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-015, lands N/F Eresa & Zdzisla Wogonowski, thence;
4. Along said dividing line, and then along TMP 34-031-014, lands N/F William C. Jr. & Theresa Vanhorn, and then TMP 34-031-009, lands N/F Debra A. Weber, South $46^{\circ} 12' 19''$ East, passing over a pipe found 39.90 feet from the start of this course, for a total distance of 292.65 feet to a point, thence;
5. Through said lands of Plumstead Acquisitions, LLC, South $39^{\circ} 09' 53''$ West, for a distance of 47.92 feet to the POINT OF BEGINNING.

Containing 87,120 square feet or 2.00 acres, more or less.

Dated: September 12, 2022
File No.: 21-07004-01
Prepared by: Donald P. Rapsinski, Professional Land Surveyor
Pennsylvania License No.: SU043355E
DPR/jm

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BUILDING ON A FOUNDATION OF EXCELLENCE





GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description
Building Envelope on TMP 34-004-033-004
Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as the Building Envelope on TMP 34-004-033-004 as shown on a plan entitled "Conservation Easement Plan, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated February 24, 2022, and last revised September 12, 2022, and described as follows:

Beginning at a concrete monument set on the northerly ultimate right-of-way line of Stump Road (33' wide) at its intersection with the dividing line between TMP 34-004-033-004, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-033-005, lands N/F Wesley R. Gouldsey, Jr. & Brenda Kay, and from said Point of Beginning, thence;

1. Along said dividing line and then through TMP 34-004-033-004, lands N/F Plumstead Acquisitions, LLC, North 42° 56' 39" West, for a distance of 290.87 feet to a concrete monument set, thence;

The following six (6) courses and distances through said lands of Plumstead Acquisitions, LLC:

2. South 51° 16' 51" West, for a distance of 215.75 feet to a concrete monument set, thence;
3. North 38° 43' 09" West, for a distance of 248.75 feet to a concrete monument set, thence;
4. North 51° 16' 51" East, for a distance of 326.88 feet to a concrete monument set, thence;
5. South 38° 43' 09" East, for a distance of 248.64 feet to a concrete monument set, thence;
6. South 51° 16' 15" West, for a distance of 91.08 feet to a concrete monument set, thence;
7. South 42° 56' 39" East, for a distance of 290.93 feet to a point on the northerly ultimate right-of-way line of Stump Road (33' wide), thence;
8. Along said northerly ultimate right-of-way, South 51° 10' 21" West, for a distance of 20.05 feet to the POINT OF BEGINNING.

Containing 87,120 square feet or 2.00 acres more or less.

Dated: September 12, 2022
File No.: 21-07004-01
Prepared by: Donald P. Rapsinski, Professional Land Surveyor
Pennsylvania License No.: SU043355E
DPR/jm





GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description
Building Envelope on
TMP 34-004-031-002, Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as the Building Envelope on TMP 34-004-031-002 as shown on a plan entitled "Conservation Easement Plan, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated February 24, 2022, and last revised September 12, 2022, and described as follows:

Beginning at a concrete monument set on the southerly ultimate right-of-way line of Durham Road at its intersection with the dividing line between TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, and from said Point of Beginning, thence;

1. Along the southern ultimate right-of-way line of Durham Road, South 52° 57' 12" East, for a distance of 377.41 feet to a concrete monument set on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-031-011, lands N/F Bronwyn Ruhfass & Kenneth Gafgen, thence;
2. Along said dividing line, South 37° 11' 49" West, passing over an iron pin found 86.02 feet from the end of this course, for a total distance of 246.16 feet to a concrete monument set, thence;
3. Through said lands of Plumstead Acquisitions, LLC, North 48° 19' 42" West, for a distance of 378.37 feet to a concrete monument set on the dividing line between said lands of Plumstead Acquisitions, LLC and TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC, thence;
4. Along said dividing line, North 37° 08' 45" East, for a distance of 215.64 feet to the Point of Beginning.

Containing 87,120 square feet or 2.00 acres, more or less.

Dated: September 12, 2022
File No.: 21-07004-01
Prepared by: Donald P. Rapsinski, Professional Land Surveyor
Pennsylvania License No.: SU043355E
DPR/jm



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BUILDING ON A FOUNDATION OF EXCELLENCE



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description
Building Envelope on TMP 34-004-031
Lands N/F Plumstead Acquisitions, LLC
Plumstead Township, Bucks County, Pennsylvania**

Being known and designated as the Building Envelope on TMP 34-004-031 as shown on a plan entitled "Conservation Easement Plan, 5960 Durham Road, Tax Map Parcels 34-004-031, 34-004-031-002, 34-031-012 & 34-004-033-004, (Durham Road) Plumstead Township, Bucks County, Pennsylvania", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated February 24, 2022, and last revised September 12, 2022, and described as follows:

Beginning at a concrete monument set on the southerly ultimate right-of-way line of Durham Road at its intersection with the dividing line between TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, and from said Point of Beginning, thence;

1. Along the dividing line between TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC and TMP 34-004-031-002, lands N/F Plumstead Acquisitions, LLC, South 37° 08' 45" West, passing over a concrete monument set 215.64 feet from the start of this course, for a total distance of 351.71 feet to a concrete monument set, thence;

The following two (2) courses and distances through TMP 34-004-031, lands N/F Plumstead Acquisitions, LLC:

2. North 52° 52' 24" West, for a distance of 464.45 feet to a concrete monument set, thence;
3. North 37° 08' 45" East, for a distance of 351.71 feet to a concrete monument set on the southerly ultimate right-of-way line of Durham Road, thence;
4. Along said southerly ultimate right-of-way, South 52° 52' 24" East for a distance of 464.45 feet to the Point of Beginning.

Containing 163,350 square feet or 3.75 acres, more or less.

Dated: September 12, 2022
File No.: 21-07004-01
Prepared by: Donald P. Rapsinski, Professional Land Surveyor
Pennsylvania License No.: SU043355E
DPR/jm

