

WORCESTER TOWNSHIP

BOARD OF SUPERVISORS

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2010- 21

A RESOLUTION AMENDING RESOLUTION 2009-20 TO FURTHER DEFINE AND CLARIFY THE PREVIOUSLY AUTHORIZED COMMITMENT OF FUNDS FOR AN AGRICULTURAL CONSERVATION EASEMENT ON PROPERTY LOCATED ALONG VALLEY FORGE ROAD AND OWNED BY MARY LOUISE GRAHAM (THE "GRAHAM PROPERTY"); AUTHORIZING THE EXECUTION OF AN AGREEMENT OF SALE AND PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT OVER THE GRAHAM PROPERTY BY AND BETWEEN MARY LOUISE GRAHAM, MONTGOMERY COUNTY AND WORCESTER TOWNSHIP; AND AUTHORIZING THE EXECUTION OF AN AGREEMENT OF SALE FOR TRAIL EASEMENT OVER A PORTION OF THE GRAHAM PROPERTY BY AND BETWEEN MARY LOUISE GRAHAM AND WORCESTER TOWNSHIP

WHEREAS, MARY LOUISE GRAHAM ("Owner") is the owner of certain land located along Valley Forge Road in Worcester Township, which land is more particularly identified as Montgomery County Tax Parcel Nos. 67-00-00892-508 and 67-00-00893-003 (collectively, the "Graham Property"); and

WHEREAS, on October 5, 2009, the Board of Supervisors approved Resolution No. 2009-20 which authorized the contribution of Ninety-nine Thousand and 00/100 Dollars (\$99,000) by the Township ("Township Contribution") toward the purchase of an agricultural conservation easement ("Conservation Easement") on the Property, conditioned upon Owner's acceptance of a formal written offer, which included a contribution from the Commonwealth of Pennsylvania and Montgomery County, in addition to the Township Contribution; and

WHEREAS, the Board of Supervisors desires to further clarify Resolution No. 2009-20 since a portion of the Township Contribution is intended to be used toward the purchase of the

Conservation Easement, with the remainder of the \$99,000 contribution to be used for the purchase of a trail easement over a portion of the Graham Property; and

WHEREAS, the Board of Supervisors, by official action, further desires to accept the terms of an Agreement of Sale for purchase of the Conservation Easement by and between Mary Louise Graham, Montgomery County and the Township as well as the terms and conditions of an Agreement of Sale for the purchase of the Trail Easement by and between Mary Louise Graham and the Township.

NOW, THEREFORE, BE IT RESOLVED that:

1. Resolution 2009-20 is hereby amended to further define and clarify the previously authorized commitment of funds by the Township in the amount of Ninety-nine Thousand and 00/100 as follows:

Contribution toward Conservation Easement on the Graham Property	\$51,018.75
Contribution toward Trail Easement on portion of the Graham Property	\$47,981.25
<hr/>	
Total Township Contribution	\$99,000.00

2. Worcester Township hereby accepts the terms of the Agreement of Sale and Purchase of an Agricultural Conservation Easement to the County and a Local Government Unit Jointly in Perpetuity attached hereto as Exhibit "A" for the sale of a conservation easement by Mary Louise Graham to Montgomery County and Worcester Township over certain property owned by Mary Louise Graham and located along Valley Forge Road, which land is more particularly identified as Montgomery County Tax Parcel Nos. 67-00-00892-508 and 67-00-00893-003, as more particularly set forth in said Agreement.

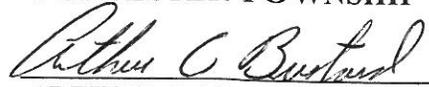
3. Worcester Township hereby accepts the terms of the Agreement of Sale for Trail Easement which is attached hereto as Exhibit "B" for the sale of a trail easement by Mary

Louise Graham to Worcester Township over a certain portion of property owned by Mary Louise Graham and located along Valley Forge Road, which land is more particularly identified as Montgomery County Tax Parcel Nos. 67-00-00892-508 and 67-00-00893-003, as more particularly set forth in said Agreement.

4. The Board of Supervisors hereby authorizes any of its members to execute the aforementioned Agreements of Sale and all documents and paperwork necessary to complete the transfer of the easements described above pursuant to the Agreements of Sale attached hereto as Exhibits "A" and "B".

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on September 15, 2010.

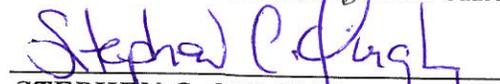
WORCESTER TOWNSHIP



ARTHUR C. BUSTARD, CHAIRMAN



SUSAN G. CAUGHLAN, VICE CHAIR



STEPHEN C. QUIGLEY, MEMBER

**Agreement of Sale – Conservation Easement
Exhibit “A”**

AGREEMENT FOR THE SALE AND PURCHASE OF
AN AGRICULTURAL CONSERVATION EASEMENT
TO THE COUNTY AND A LOCAL
GOVERNMENT UNIT JOINTLY IN PERPETUITY

THIS AGREEMENT, made this ____ day of _____, 2010 by and
among Mary Louise Graham

1515 Valley Forge Rd., Collegeville, PA 19426 residing at
Montgomery, Pennsylvania. ("Grantor(s)") and the County of
Agricultural Land Preservation Board, Norristown, Pennsylvania, ("County
Board") and Worcester Township, a Local Government Unit located
within the County (all the parties hereinafter are collectively referred to as Grantees) is an
Agreement for the Sale and Purchase of an Agricultural Conservation Easement.

WITNESSETH

WHEREAS; Grantor(s) is/are the sole owner(s) of all that certain land situate in
Worcester Township, Montgomery County,
Pennsylvania consisting of 16.914 acres of land together with the buildings and
improvements erected thereon and more particularly described in Exhibit "A" hereto
("the subject land"); and

WHEREAS; Grantor(s) intend(s) to convey an agricultural conservation
easement in the subject land to the Grantees pursuant to the Agricultural Area Security
Law, P.L. 128, No. 43, June 30, 1981 (3 P.S. Section 901-915) as amended
(hereinafter "the Act"); and

WHEREAS; the County has adopted a program for purchasing agricultural
conservation easements which program has been certified by the State Board pursuant to
the Act; and

WHEREAS, the Local Government Unit has recommended to the County Board
the purchase of an agricultural conservation easement in the subject land by the County
and the Local Government Unit as joint ownership; and

WHEREAS; the County acting through the County Board has recommended that
the County and the Local Government Unit jointly purchase an agricultural conservation
easement in the subject land; and

WHEREAS; the County Board is authorized under the Act to execute
agreements for the purchase of agricultural conservation easements and to purchase
agricultural conservation easements jointly in the names of the County and the Local
Government Unit; and

WHEREAS, the Local Government Unit is authorized under the Act to participate with the County in the preservation of farmland through the purchase of an agricultural conservation easement; and

WHEREAS; the County Board and the Local Government Unit wish to provide for payment of the purchase price and the costs incident to the purchase of an agricultural conservation easement in the subject land; and

WHEREAS; the Grantees wish to provide for the enforcement of an agricultural conservation easement in the subject land.

NOW THEREFORE; in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties agree as follows:

ARTICLE I

1. Upon acceptance and execution as set forth in Article XII, this Agreement shall constitute an Agreement For The Sale And Purchase Of An Agricultural Conservation Easement between the Grantor(s) and the Grantees.
2. The provisions of the Agricultural Area Security Law, P.L. 128, No. 43, June 30, 1981 (3 P.S. Sections 901-915) as amended and the provisions of the Regulations adopted at 7 Pa. Code Ch. 138e are incorporated herein by reference and made a part hereof.

ARTICLE II

1. Grantor(s) agree(s) to sell and convey to the Grantees their successors and assigns, and Grantees agree to purchase from Grantor(s) an interest in the subject land consisting of an agricultural conservation easement as defined in the Act and this Agreement (hereinafter "agricultural conservation easement"). The agricultural conservation easement shall be conveyed to the Grantees as joint tenants under the Act with the County being a 91.09 percent joint owner and the Local Government Unit being a 8.91 percent joint owner.
2. The parties agree that the purchase price of \$ 572,473.85 for the agricultural conservation easement to be purchased pursuant to this Agreement shall be paid at the time of the closing as set forth in Article VIII. The County shall pay \$ 521,455.10 and the Local Government Unit shall pay \$ 51,018.75.
3. Upon payment of the purchase price and any reimbursement for costs incident to the purchase of the agricultural conservation easement as set forth in Article III, the allocation made to the County from the Agricultural Conservation Easement Purchase Fund shall be reduced by the amount reimbursed by the Commonwealth.

ARTICLE III

1. The County Board agrees that the costs set forth in the Statement of Costs by the County Board and attached as Exhibit "B" hereto are costs incident to the purchase of the agricultural conservation easement.

2. Within 10 days after the closing of the purchase of the agricultural conservation easement, the County Board shall submit to the State Board a settlement statement, including an accounting for all funds received from the Commonwealth in connection with the costs incident to the purchase and a copy of the executed Deed of Agricultural Conservation Easement.

3. Within 10 days after the closing of the purchase of the agricultural conservation easement, the County Board may submit a request for payment of its unreimbursed costs incident to the purchase of the agricultural conservation easement to the State Board. Payment of such costs will be approved by the State Board at its next regularly scheduled meeting so long as such costs are reasonable, within the scope of the Statement of Costs, and the allocation of funds from the Agricultural Conservation Easement Purchase Fund to the County is sufficient to pay for such costs.

ARTICLE IV

Grantor(s) represent(s), warrant(s) to, and covenant(s) with the Grantees that:

1. Grantor(s) are adult individuals having the full power, capacity and authority to enter into this Agreement.

2. Grantor(s) have been advised and encouraged to have legal counsel review this Agreement on their behalf prior to signing it.

3. Grantor(s) have read this Agreement and understand its contents and that it restricts the use of the subject land to agricultural production and equine activity, and, knowing this, voluntarily enter into this Agreement.

4. The information and statements set forth in the Application Form, Locational Map, Soils Report and Crop Report furnished by the Grantor(s) to the County Board pursuant to 7 Pa. Code Section 138e.61 is true and correct and that all facts necessary to prevent the information and statements from being misleading have been disclosed.

5. Grantor(s) acknowledges that any violation of the terms of this Agreement or the Deed of Agricultural Conservation Easement, when delivered, shall entitle Grantees, their successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor(s), his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred

including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

ARTICLE V

The County Board represents, warrants to, and covenants with the Grantor(s) and the other Grantees that:

1. The County Board has been duly established by the County and is validly existing under the laws of the Commonwealth of Pennsylvania.
2. The County Board has adopted rules and regulations for the administration of a countywide program for the purchase of agricultural conservation easements within agricultural security areas.
3. The County Board is in compliance with the Constitution and laws of the Commonwealth, including the Act and the Regulations issued pursuant to the Act and has full power and authority to consummate all transactions, execute all documents, including this Agreement, and perform all acts contemplated in this Agreement in the name of the County.
4. The County Board has reviewed the information and statements set forth by the Grantor(s) in the Application Form, Locational Maps, Soils Report, and Crop Report furnished to the County Board by the Grantor(s) pursuant to 7 Pa. Code Section 138e.61 and has found that the subject land is in an agricultural security area and qualifies for the purchase of an agricultural conservation easement under the Act and Regulations.
5. The County Board has complied with all provisions of the Act and Regulations in reviewing and recommending that the Grantees purchase an agricultural conservation easement in the subject land.

ARTICLE VI

The Local Government Unit represents, warrants to, and covenants with the Grantor(s) and the other Grantees that:

1. The Local Government Unit is validly existing under the laws of the Commonwealth of Pennsylvania.
2. The Local Government Unit has created an agricultural security area.
3. The Local Government Unit is in compliance with the Constitution and laws of the Commonwealth, including the Act and the regulations issued pursuant to the Act and has full power and authority to consummate all transactions, execute all documents, including this Agreement, and perform all acts contemplated in this Agreement in the name of the Local Government Unit.

4. The Local Government Unit has complied with all provisions of the Act and Regulations in reviewing and recommending that the County and the Local Government Unit purchase an agricultural conservation easement in the subject land.

ARTICLE VII

1. Grantor(s) shall not develop or use the subject land for any purpose other than agricultural production and/or equine activity.

2. Grantees or their designees or either of them jointly or severally, shall have the right to prevent the development or use of the subject land for any purpose other than agricultural production or equine activity.

3. The subject land shall be used solely for the production for commercial purposes of crops, equine activity, livestock and livestock products, including the processing or retail marketing of the crops, equine activity, livestock or livestock products if more than 50% of the processed or merchandised products are produced on the subject land.

Crops, equine activity, livestock and livestock products include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, hay, potatoes and dry beans;
 - (b) Fruits, including apples, peaches, grapes, cherries, pears and berries;
 - (c) Vegetables, including tomatoes, pumpkins, snap beans, cabbage, carrots, beets, onions, sweet corn and mushrooms;
 - (d) Horticultural specialties, including nursery stock, ornamental shrubs, ornamental trees and flowers;
 - (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs;
 - (f) Timber, wood, and other wood products derived from trees
 - (g) Aquatic plants and animals and their byproducts; and
 - (h) Commercial equine activity including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes, and pasturing equines, all of which a fee is collected.
- THE TERM DOES NOT INCLUDE ACTIVITY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO 135), KNOWN AS THE "RACE HORSE INDUSTRY REFORM ACT."

4. This agricultural conservation easement shall not prevent the actions permitted under Section 14.1(c)(6)(i)-(v) of the Act.

5. This agricultural conservation easement shall be perpetual in duration.

6. Grantees' exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on

the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

7. Grantor(s), his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantees, their successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation, including but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials. The obligation imposed by this paragraph shall not merge with the Deed of Agricultural Conservation Easement, but shall survive the closing.

ARTICLE VIII

1. The closing of the sale and purchase set forth in this Agreement shall occur on a date to be established by the parties which date shall be no more than 120 days from the date of complete execution of this Agreement by the Parties. Closing shall be held at Nonistown or in another location in Montgomery County, Pennsylvania as agreed among the parties in writing.

2. At closing, Grantor(s) shall deliver to Grantees a fully executed Deed of Agricultural Conservation Easement in the form attached as Exhibit "C" hereto. Grantor(s) further agrees to execute and deliver to Grantees any other documents necessary to record such Deed of Agricultural Conservation Easement. The County Board shall record the Deed of Agricultural Easement immediately following closing.

ARTICLE IX

1. At the time of the closing as set forth in Article VIII of this Agreement, the agricultural conservation easement shall be free and clear of all liens, mortgages, options, rights of others in surface mineable coal, land use restrictions, and other encumbrances except as set forth below:

2. Grantees' obligation to purchase the agricultural conservation easement set forth in this Agreement is conditioned upon Grantor(s) being able to convey the agricultural conservation easement free and clear of all encumbrances except as set forth in this Article. Should Grantor(s) be unable to convey the agricultural conservation easement as set forth in this Agreement, Grantees may, at Grantees' sole option and discretion terminate this Agreement or extend the time for closing by a period of up to thirty days. Should Grantor(s) be unable to convey the agricultural conservation easement as set forth in this Agreement at the expiration of such thirty day extension, this Agreement shall terminate and Grantees shall have no further obligation to proceed to closing.

3. At closing, the County Board shall provide a title insurance policy naming the Grantees as the insured and issued by a Title Insurance Company that is authorized to issue title insurance in the Commonwealth of Pennsylvania. Such title insurance policy shall fully insure Grantees' interest in the subject land. All exceptions to such title insurance policy, except as noted in paragraph 1, shall be removed prior to closing. The cost of such title insurance policy shall be paid by the County Board and shall be considered a cost incident to the purchase of the agricultural conservation easement set forth in this Agreement.

ARTICLE X

The information and statements set forth in the Application Form, Locational Map, Soils Report, and Crop Report, furnished by the Grantor(s) to the County Board pursuant to 7 Pa. Code Section 138e.61, and the Proposed Legal Description furnished to the State Board by the County Board pursuant to 7 Pa. Code Section 138e.91 are incorporated in and made a part of this Agreement by reference thereto. Should any of the information set forth in the documents referenced in this Article X be other than as represented in such documents, the Grantees may, at their sole option and discretion, terminate this Agreement, waive such nonconformity, or extend the time for the closing of the sale and purchase set forth in this Agreement for thirty days. A waiver of nonconformity pursuant to this Article X must be in writing and signed by an authorized official of the Grantees. Should the Grantees choose to extend the time for the closing of the sale and purchase pursuant to this Article X, the Grantees shall provide Grantor(s) with a written statement of the nonconformity which must be corrected prior to closing. Should Grantor(s) fail to correct such nonconformity within such thirty day period, the Grantees' obligation to purchase the agriculture conservation easement set forth in this Agreement shall terminate.

ARTICLE XI

1. All taxes imposed upon this sale and purchase of an agricultural conservation easement or the recording of the Deed of Agricultural Conservation Easement by any taxing authority shall be paid by the Grantor(s) at the time of closing.

2. All fees levied for the recording of the Deed of Agricultural Conservation Easement shall be paid by the County at the time of the closing. The obligations imposed on the respective parties by this Article shall not merge with the Deed of Agricultural Conservation Easement, but shall survive the closing.

ARTICLE XII

Upon execution by the Grantor(s) this document shall constitute an offer by the Grantor(s) to sell and convey an agricultural conservation easement to the Grantees. This offer shall be deemed to be accepted by the Grantees at such time as the County Board approves the recommendation to purchase an agricultural conservation easement in the subject land. This Agreement shall become effective only upon acceptance by the

Grantees and approval and execution by all persons designated on the signature page or pages of this Agreement. The failure of the Grantees to accept and execute this Agreement shall terminate the obligations of all parties to this Agreement.

ARTICLE XIII

1. The time set for the closing and all other times set forth in this Agreement, shall be considered to be of the essence of this Agreement. The failure of a party to perform an action within the time required in this Agreement shall be considered to be a material breach of this Agreement.

2. This Agreement is expressly conditioned upon the availability of funds for the purpose of funding the purchase of the agricultural conservation easement provided for herein. In the event that such funds are not available, Grantees' obligations under this Agreement shall terminate.

3. Any amendment or modification of the terms of this Agreement shall have no force or effect unless it is in writing and signed by all parties hereto.

4. This agreement and all other agreements executed pursuant hereto shall be deemed to be contracts made under the laws of the Commonwealth of Pennsylvania and for all purposes, shall be construed in accordance with the laws of such Commonwealth.

5. The Grantor(s) and the County Board and Local Government Unit shall comply with the provisions of the Contractor Integrity Clause, Exhibit D and the Nondiscrimination Clause, Exhibit E, attached hereto and incorporated herein.

6. No terms or provisions of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent to a breach shall be in writing and signed by an authorized official of the County. Any waiver of a provision or consent to a breach, whether expressed or implied, shall not constitute a waiver of, or consent to, any other subsequent breach.

IN WITNESS WHEREOF, the parties to this Agreement have executed it in their own name or through their respective duly authorized officers, as of the date first above written.

Attest:

GRANTOR(S)

Nancy S. Bickel 8-10-10
[Date]

Mary Louise Graham 8/10/10
SS# 186-22-4512 [Date]
Mary Louise Graham

[Date]

SS# _____ [Date]

[Date]

SS# _____ [Date]

[Date]

SS# _____ [Date]

Grantor's Federal I.D. Number (if applicable)

Attest:

COUNTY OF MONTGOMERY,
PENNSYLVANIA, COUNTY
AGRICULTURAL LAND
PRESERVATION BOARD

By: _____
Name: Elizabeth Emlen [Date]

By: _____
Name: Jonathan E. Rinde [Date]
Title: Chair

23-6003126
County Federal I.D. No.

By: _____
Name: _____ [Date]

I hereby certify that I am the Solicitor for the County and the County Board, that I have reviewed this Agreement and the documents referenced in the Agreement, and that they are properly executed and in the proper form and are in accordance with the laws of the Commonwealth of Pennsylvania and the County.

Bruce J. Eckel [Date]

Attest:

Local Government Unit

By: _____
Name: [Date]

By: _____
Name: [Date]

Federal I.D. No.

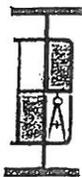
By: _____
Name: [Date]
Title:

By: _____
Name: [Date]
Title:

I hereby certify that I am the Solicitor for the Local Government Unit, that I have reviewed this Agreement and the documents referenced in the Agreement and that they are properly executed and in the proper form and are in accordance with the laws of the Commonwealth of Pennsylvania and the Local Government Unit.

Solicitor [Date]

EXHIBIT "A"



BARRY ISETT & ASSOCIATES, INC.
Consulting Engineers & Surveyors

1400 South Trooper Road
Suite 103 Riverview @ Valley Forge
West Norriton, PA 19403

610-539-2858
(FAX: 610-539-6373)

www.barryisett.com

Barry E. Isett, P.E., P.L.S.
Bryan N. Smith, R.L.A.
Robert J. Beers, P.L.S.
Robert E. Heist, C.F.M.

**DESCRIPTION OF FARMLAND PRESERVATION EASEMENT
GRAHAM FARM WEST
1515 VALLEY FORGE ROAD, TAX BLOCK 15 UNIT 7
WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PA.**

Beginning at a point in the common property line of Tax Block 15 Unit 8 at a distance of 30 feet from the center line of Valley Forge Road; all as shown on a plan entitled 'Boundary and Easement Survey for Montgomery County Farmland Preservation Graham Farm - 1515 Valley Forge Road, Worcester Township, Montgomery County, Pa', dated 12-1-08, by Barry Isett and Associates, Robert J. Beers, P.L.S.; thence

Along Tax Block 15 Unit 8

1. North 52°41'53" West 312.27 feet to a 1" bolt found; thence

The 2 following courses are along Tax Block 15 units 25 and 26

2. North 36°34'08" East 553.89 feet to a ½ " rebar found; thence
3. North 53°37'37" West 310.21 feet to a rebar found in a common line with Tax Block 15 Unit 12; thence

Along Tax Block 15 Unit 12

4. North 36°21'58" East 348.56 feet to a point on the South westerly side of a Township Trail Easement; thence

The 3 following courses are through Tax Block 15 Unit 7 and also along a Township Trail Easement

5. South 51°33'02" East 609.51 feet to a point being 50 feet from the center line of Valley Forge Road; thence continuing parallel to and 50 feet from said center line
6. South 36°55'30" West 367.12 feet to a point; thence
7. South 55°22'02" East 20.02 feet to a point being 30 feet from the center line of Valley Forge Road; thence

Continuing parallel to and 30 feet from the center line of valley Forge Road

8. South 36°55'30" West 518.96 feet to the point and place of beginning.

Containing 378,966.67 square feet or 8.700 acres of land
Subject to any easements of record



BARRY ISETT & ASSOCIATES, INC.
Consulting Engineers & Surveyors

www.barryisett.com

1400 South Trooper Road
Suite 103 Riverview @ Valley Forge
West Norriton, PA 19403

610-539-2858
(FAX: 610-539-6373)

Barry E. Isett, P.E., P.L.S.
Bryan N. Smith, R.L.A.,
Robert J. Beers, P.L.S.
Robert E. Heist, C.F.M.

**DESCRIPTION OF FARMLAND PRESERVATION EASEMENT
GRAHAM FARM EAST
1515 VALLEY FORGE ROAD, TAX BLOCK 17 UNIT 4
WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PA.**

Beginning at a point in the common property line of Tax Block 17 Unit 5 and Unit 4 at a distance of 30 feet from the center line of Stump Hall Road; all as shown on a plan entitled 'Boundary and Easement Survey for Montgomery County Farmland Preservation Graham Farm – 1515 Valley Forge Road, Worcester Township, Montgomery County, Pa', dated 12-1-08, by Barry Isett and Associates, Robert J. Beers, P.L.S.; thence

Along a line parallel to and 30 feet distant from the center line of Stump Hall Road

1. North 51°57'48" West 429.65 feet to a point being 50' from the center line of Valley Forge Road; thence

The following course is along a line 50 feet from and parallel to Valley Forge Road and also along a Township Trail Easement

2. North 36°55'30" East 813.74 feet to a point; thence

The 2 following courses are continuing along the Township Trail easement

3. South 55°22'02" East 370.46 feet to point; thence

4. South 56°47'02" East 66.03 feet to a point in a common line with Tax Block 17 Unit 21; thence

The following course is along Tax Block 17 Units 21 and 5

5. South 37°21'58" West 841.19 feet to the point and place of beginning.

Containing 357,811.28 square feet or 8.214 acres of land
Subject to any easements of record

The final eased acreage being 16.914 acres.

EXHIBIT B

STATEMENT OF COSTS

for the
MARY LOUISE GRAHAM
farm

1515 Valley Forge Rd., Worcester Township
Montgomery County, Pennsylvania

1 EASEMENT PURCHASE PRICE			
A. State share	0.00%	\$0.00	\$572,473.85
B. County share	91.09%	\$521,455.10	
C. Municipal share	8.91%	\$51,018.75	
2 INCIDENTAL COSTS			
A. Appraisal		\$2,600.00	\$9,650.00
B. Legal / title fees		\$3,000.00 (est.)	
C. Recording fees		\$100.00 (est.)	
D. Check of deed closure / survey		\$3,950.00	
E. Notification		\$0.00	
F. Other _____		\$0.00	
3 INTEREST ESTIMATE			
A. State share	_____ %	\$0.00	\$0.00
B. County share	_____ %	\$0.00	
C. Municipal share	_____ %	\$0.00	
4 TOTAL COMMONWEALTH FUNDS REQUESTED (1A+2+3A)			\$9,650.00
5 TOTAL COUNTY FUNDS REQUESTED (1B+3B)			\$521,455.10
6 TOTAL MUNICIPAL FUNDS REQUESTED (1C+3C)			\$51,018.75
7 TOTAL COST OF EASEMENT PURCHASE (4+5+6)			\$582,123.85

COMMENTS:

ACRES PURCHASED 16.914
PRICE PER ACRE \$33,846.15

IS THIS A LIKE-KIND EXCHANGE? YES _____ NO X

04/27/10

Prepared By:

Return To:

UPI#
DPERMULTICL(10-2007)

EXHIBIT "C"

**DEED OF AGRICULTURAL CONSERVATION EASEMENT
TO COUNTY AND A LOCAL GOVERNMENT UNIT JOINTLY IN
PERPETUITY**

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made this _____ day of _____, 20__ by and between _____ (hereinafter, "Grantor") and the County of Montgomery, Pennsylvania and _____, a Local Government Unit, located within the County of Montgomery, Pennsylvania (hereinafter collectively referred to as "Grantees") in joint ownership pursuant to the Agricultural Area Security Law (P.L. 128, No. 43) as amended (hereinafter "Act") is made pursuant to the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in _____ Township, Montgomery County, Pennsylvania more particularly described in Exhibit "A" attached hereto consisting of _____ acres and all buildings and improvements erected thereon ("the subject land");

AND WHEREAS, the Agricultural Land Preservation Board ("Farm Board") of Montgomery County, Pennsylvania has determined to purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, the Governing Body of _____ Township, Montgomery County, Pennsylvania has determined to purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, all holders of liens or other encumbrances upon the subject land have agreed to release or subordinate their interests in the subject land to this Deed of Agricultural Conservation Easement and to refrain from any action inconsistent with its purpose;

NOW THEREFORE, in consideration of the sum of _____ dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant,

bargain and sell, and convey to the County of Montgomery, Pennsylvania as _____ percent joint owner, and _____ a Local Government Unit located within the County of Montgomery, Pennsylvania, as a _____ percent joint owner their successors and assigns, (hereinafter "Grantees") and Grantees voluntarily accept, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

1. Permitted Acts - During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purpose of this Deed, "crops, equine, livestock and livestock products" include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, hay, potatoes and dry beans;
 - (b) Fruits, including apples, peaches, grapes, cherries, pears and berries;
 - (c) Vegetables, including tomatoes, pumpkins, snap beans, cabbage, carrots, beets, onions, sweet corn and mushrooms;
 - (d) Horticultural specialties, including nursery stock, ornamental shrubs, ornamental trees and flowers;
 - (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs;
 - (f) Timber, wood, and other wood products derived from trees
 - (g) Aquatic plants and animals and their byproducts; and
 - (h) Commercial equine activity including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes, and pasturing equines, all of which a fee is collected.
- THE TERM DOES NOT INCLUDE ACTIVITY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO 135), KNOWN AS THE "RACE HORSE INDUSTRY REFORM ACT."

Except as permitted in this Deed, neither Grantor nor his agents, heirs, executors, administrators, successors and assigns, nor any person, partnership, corporation or other entity claiming title under or through Grantor, or their agents, shall suffer, permit, or perform any activity on the subject land other than agricultural production or commercial equine activities.

2. Construction of Buildings and Other Structures - The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:

- (a) The erection of fences for agricultural production or a commercial equine activity and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.

- (b) The construction of one additional residential structure is permitted if;
- (i) The construction and use of the residential structure is limited for the landowner's principal residence or for the purpose of providing necessary housing for persons employed in farming the subject land on a seasonal or full-time basis,
 - (ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,
 - (iii) The residential structure and its curtilage occupy no more than two acres of the subject land, and
 - (iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production or a commercial equine activity.

(c) The construction or use of any building or other structure for agricultural production or a commercial equine activity is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

(d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted, provided that the residential structure and its curtilage occupy no more than two acres of the restricted land..

3. Subdivision - The land under the Agricultural Conservation Easement is subject to the Subdivision Guidelines of the County of Montgomery Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on December 16, 2004, as attached hereto. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities - The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by underground mining methods, gas, oil or oil products is permitted. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

5. Mining - The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and gas by the owner of the subject land or the owner of the underlying coal by underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining

methods, oil and gas, or the development of appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. Rural Enterprises - Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted.

7. Soil and Water Conservation - All agricultural production on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Farm Board. Such plan shall be updated every ten years and upon any change in the basic type of agricultural production being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Farm Board the conservation plan shall require that:

(i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove excessive soil from the subject land, and

(ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production or commercial equine activities on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production or commercial equine activity.

As part of the settlement documents, the executed Conservation Plan Agreement shall be recorded with the Deed of Easement at the County Recorder of Deeds.

8. Responsibilities of Grantor Not Affected - Except as specified herein, this Deed does not impose any legal or other responsibility on the Grantees, their successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantees have no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantees, their successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.

9. Enforcement - Annually, Grantees, their successors, assigns or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to the Grantor, his heirs, executors, administrators successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the county and the landowner.

Grantees, their successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantees have reasonable cause to believe the provisions of this Deed have been or are being violated.

Grantor acknowledges that any violation of the terms of this Deed shall entitle Grantees, their successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

10. Duration of Easement - The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be perpetual in duration. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

11. Conveyance or Transfer of the Subject Land - Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through Grantor, shall within thirty (30) days of a change of ownership or within any lesser period prescribed in the county program, notify Grantees in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred, and the price per acre or any portion thereof and a reference to the volume and page in which the transfer has been recorded by the County Recorder of Deeds.

This obligation shall apply to any change in ownership of the subject land. Whenever interest in the subject land is conveyed or transferred to another person, the deed conveying or transferring such land shall recite in verbatim the language of the easement as set forth in this deed.

12. Applicability - Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

13. Interpretation - This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.

To have and to hold this Deed of Agricultural Conservation Easement unto the Grantees, their successors and assigns in perpetuity.

AND the Grantor, for himself, his heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

IN WITNESS WHEREOF, the undersigned have duly executed this Deed on the day first written above.

GRANTOR

Witness:

_____ [Seal]

_____ [Seal]

_____ [Seal]

_____ [Seal]

ACKNOWLEDGMENT

COUNTY OF

SS:

COMMONWEALTH OF PENNSYLVANIA

On this _____ day of _____, _____,
before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania,
residing in the City of _____ personally appeared the above
named _____ and _____, and in
due form of law acknowledged the above Deed of Agricultural Conservation Easement to
be their voluntary act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

My Commission expires:

**Agreement of Sale – Trail Easement
Exhibit “B”**

{00369301}

**AGREEMENT OF SALE
FOR TRAIL EASEMENT**

THIS AGREEMENT OF SALE FOR TRAIL EASEMENT (this "Agreement") is made this _____ day of _____, 2010, by MARY LOUISE GRAHAM ("Seller") and, WORCESTER TOWNSHIP ("Buyer").

ARTICLE I. PURCHASE AND SALE

Section 1.01 Property.

Seller is the owner in fee simple of a parcel of land containing 19.49± acres, more or less (the "Property") located on Valley Forge Road in Worcester Township, Montgomery County and identified as Parcel Number 67-00-00892-508 ("the Property"). The Buyer is a Township of the Second Class which meets the qualifications of a Qualified Conservation Organization as described in §170(h)(4) of the Internal Revenue Code.

Section 1.02 Purchase and Sale: Easement Interests.

For the Purchase Price described in Article II of this Agreement, and on the terms and conditions of this Agreement, Seller shall sell and convey to the Buyer the trail easement described below..

(a) Trail Easement.

At the Closing, by execution and delivery of the instrument of conveyance identified as the Trail Easement Agreement, Seller shall convey to the Buyer the right to construct, install and maintain a public right-of-way within the portion(s) of the Property designated as 20' Trail Easement and Trail Easement on a survey of the property attached to this Agreement as Exhibit "A" (together, the "Trail Easement Area") under the terms set forth in the form of Trail Easement Agreement attached to this Agreement as Exhibit "B" (the "Trail Easement Agreement").

ARTICLE II. PURCHASE PRICE.

Section 2.01 Purchase Price.

The purchase price of the Trail Easement Area shall be \$33,946.00 per acre. The area of the Trail Easement Area as shown on the survey attached hereto as Exhibit "A" is 61,752.147 square feet.

For and in consideration of \$47,981.25 and the acquisition of an Agricultural Conservation Easement by Buyer in conjunction with the Commonwealth of Pennsylvania and Montgomery County, Seller shall convey the Trail Easement to Buyer.

Section 2.02 Costs and Expenses.

- (a) Title insurance premiums and recording fees for the Trail Easement shall be paid by Buyer. Any other documents to be produced or liens, mortgages, judgments or other encumbrances to be removed by Seller in order to convey clear title to the Buyer, as set forth on Buyer's title report, shall be paid by Seller.
- (b) Each party shall bear its own counsel fees.
- (c) The Buyer shall pay for the survey of the Property, if necessary.

Section 2.03 Closing Date.

Closing under this Agreement ("Closing") shall take place at the location specified in the Agreement of Sale for the Agricultural Conservation Easement or at another location that is mutually agreeable to Buyer and Seller. The Closing Date in the Agreement of Sale for the Agricultural Conservation Easement, as it may change from time to time thereunder, shall be used as the Closing Date hereunder so that closing is held concurrently with the closing on the Agricultural Conservation Easement.

Section 2.04 Failure of Condition.

If each contingency set forth in this Article II is not satisfied prior to or on the Closing Date, (the "Contingency Expiration Date") then Buyer's sole remedy is to cancel this Agreement by notice to Seller not later than 5:00 p.m. on the Contingency Expiration Date. Upon receipt of Buyer's notice of cancellation, there shall be no further rights or liabilities of either party to this Agreement and this Agreement shall be null and void and of no force or effect. Buyer may waive any condition in whole or in part but only by (a) written instrument delivered to Seller; or (b) failure to exercise Buyer's right to cancel as required under this Section.

Section 2.05 Title and Survey.

At the Closing, the Trail Easement shall be insurable as such by a reputable title company at regular rates under the current form of ALTA Owner's Policy in accordance with the requirements of this Section 3.03. Not later than ten (10) days prior to the Closing Date, Buyer shall deliver the title commitment to Seller noting those items (other than Permitted Exceptions described in this Article III) that are unacceptable to Buyer. In the event Buyer and Seller are unable to resolve or remove Buyer's unacceptable items from the title commitment, the parties may proceed to settlement without removal of Buyer's unacceptable items, or Buyer may, at its option, terminate this Agreement of Sale.

(a) Permitted Exceptions.

The following items ("Permitted Exceptions") are not considered to be defects in Seller's title and, if any of these items are noted in the title commitment obtained by Buyer under this Article III, Seller may deliver the Trail Easement under and subject to these items so long as there is no violation or dispute concerning the items.

- (i) Public utility easements for local distribution, such as for gas, water and sewer lines, telecommunications, and electric power if located within the Trail Easement Area;

- (ii) Current county, township and school district real property taxes not yet due and payable;
- (iii) The provisions of any preferential tax assessment program such as Act 515 or Act 319.
- (iv) Items pertaining to Buyer identified on Schedule B-1 of the title commitment.
- (v) Items identified on Schedule B-2 of the title commitment furnished to Seller that Buyer has not noted as unacceptable.

(b) Title Exceptions to be Cleared.

Seller shall deliver agreements satisfactory to Buyer and the Title Company or shall otherwise satisfy the items noted below not later than the Closing Date by application of the Purchase Price against the same, or otherwise:

- (i) All mortgages, liens, claims, judgments and other encumbrances securing or which may be removed by the payment (or deposit with the Title Company) of money;
- (ii) All exceptions pertaining to Seller (or to persons in Seller's chain of title) set forth as conditions of insurance on Schedule B-Section 1 of the Title Company's commitment; for example, death certificates, corporate clearance certificates; evidence of payment of taxes; meter readings and the like; and
- (iii) All exceptions that the Title Company is willing to remove by Seller's affidavit to the Title Company.

Section 2.06 Physical Condition.

Buyer may, at Buyer's expense, until the Closing Date, have the physical condition of the Property inspected by one or more inspection companies of Buyer's choice to determine, among other things, the Property's compliance with all laws, statutes, ordinances, codes, regulations, decisions and decrees (collectively, "Applicable Laws") of all federal, state or local legislative, judicial, administrative or regulatory authorities, entities or agencies having jurisdiction (collectively, "Governmental Authorities"). If Buyer is dissatisfied for any reason with the physical condition of the Property and/or Trail Easement as disclosed by the reports of Buyer's inspectors, Buyer may cancel this Agreement not later than the Closing Date and the provisions of § 2.04 will apply.

ARTICLE III. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller, to induce Buyer to enter into this Agreement and to purchase the Trail Easement, covenants, warrants and represents to the Buyer that the following matters are true as of the date hereof and shall be true as of the date of Closing:

Section 3.01 Compliance with Applicable Law.

Seller represents and warrants all of the following with respect to the Trail Easement Area:

- (a) Seller has not received any notice from any Governmental Authority of any violation of or non-compliance with Applicable Law that remains uncured.

Section 3.02 Litigation.

Seller represents and warrants that there is no action, suit or proceeding pending before any Governmental Authority or, to the knowledge of Seller, threatened against or affecting the Property. There are no outstanding decrees, orders, awards or administrative determinations relating to the Property or Seller's ownership, management or control of the Trail Easement Area.

Section 3.03 Condemnation. Seller represents and warrants that Seller has not received any notice of, and has no knowledge of, any taking or proposed taking under Applicable Law that may affect the Property.

Section 3.04 Environmental. Seller warrants and represents that at any time during or, to Seller's knowledge, prior to Seller's ownership of the Trail Easement Area:

(a) Generally.

The Trail Easement Area has not been used for the disposal of any industrial refuse or waste or the processing, manufacture, storage, handling, treatment or disposal of any toxic or hazardous substance or material in violation of any Applicable Law.

(b) AST; UST.

To the best of Seller's knowledge, no storage tanks for gasoline or other petroleum products or any toxic or hazardous substance or material have been present on the Trail Easement Area, whether above-ground or under-ground.

(c) Release.

To the best of Seller's knowledge, no toxic or hazardous substances or materials have been released on or from or have migrated into the Trail Easement Area in amounts that would require remediation in accordance with any applicable laws, rules or regulations of any governing body, authority, agency or department having jurisdiction over such matters.

Section 3.05 Leases, Tenancies, Licenses and Contingencies.

(a) There are no leases, tenancies, licenses or other rights of occupancy or use for any portion of the Trail Easement Area in effect as of the date of this Agreement which would be contrary to the terms of the Trail Easement Agreement. Seller shall not enter into any lease, license or agreement for the occupancy or use of a portion of the Trail Easement Area after the Effective Date of this Agreement without Buyer's written consent.

(b) This sale is contingent upon the sale and settlement of an Agricultural Conservation Easement to be conveyed to the Commonwealth of Pennsylvania, County of Montgomery and Township of Worcester. In the event the settlement on the Agricultural Conservation Easement does not occur, this Agreement shall be null and void.

ARTICLE IV. RIGHTS AND DUTIES PENDING CLOSING

Section 4.01 Prohibited Acts.

Seller will not cause or permit any material change to the natural, open and/or wooded condition of the Trail Easement Area which exists as of the Effective Date.

Section 4.02 Title.

Seller may not transfer the Property and/or Trail Easement Area except specifically subject to this Agreement and the Trail Easement attached hereto as Exhibit "A". Seller may not impair Seller's title to the Property.

Section 4.03 Entry.

Buyer and other persons authorized by Buyer may enter the Property and/or Trail Easement Area for purposes of the inspections and other activities described in Article II, for purposes of taking measurements, and to conduct a pre-Closing inspection. Any resulting excavation actions shall be concluded and the Property returned to its prior undisturbed condition no later than the Closing Date.

Condemnation.

If any of the Property and/or Trail Easement Area is taken by eminent domain proceedings, Buyer may cancel this Agreement by notice to Seller within 30-days after receipt of Seller's notice of the taking. In the event of cancellation the provisions of § 2.04 will apply. If Buyer does not cancel, the terms of this Agreement shall remain unchanged and this Agreement shall continue in full force and effect, but the Purchase Price will be reduced on a proportional basis reflecting the reduction in acreage resulting from the taking.

ARTICLE V. MISCELLANEOUS

Section 5.01 Assignability; Successors.

The rights and obligations of Buyer and Seller under this Agreement are not assignable without the consent of the other party.

Section 5.02 Governing Law.

This Agreement shall be governed by the internal laws of the Commonwealth of Pennsylvania.

Section 5.03 Notices.

Notices under this Agreement must be in writing addressed to the Seller or Buyer, as the case may be, at the addresses set forth on the signature lines to this Agreement. Notices are considered given (a) when personally delivered, with proof of delivery; (b) on the next day after it is received by a reliable overnight commercial courier (charges prepaid); or (c) on the third day after it is deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested; or (d) on the day transmitted by telefax or other electronic means of

transmission if confirmed promptly by any of the methods identified in (a) (b) or (c) of this sentence. Notice of change in address must be given in accordance with this Section..

Section 5.04 Counterparts.

This Agreement may be executed in multiple counterparts, all of which, taken together, shall constitute one Agreement.

Section 5.05 Effective Date.

As used herein, the "Effective Date" of this Agreement shall mean and refer to the date on which this Agreement becomes fully executed by Buyer and Seller.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Buyer and Seller have signed this Agreement on the respective dates set forth below.

BUYER:
WORCESTER TOWNSHIP
BOARD OF SUPERVISORS

ADDRESS FOR NOTICES:

BY: _____
ARTHUR C. BUSTARD, CHAIRMAN

IF TO BUYER:
WORCESTER TOWNSHIP BUILDING
1721 VALLEY FORGE ROAD
FAIRVIEW VILLAGE, PA 19409
ATTENTION: TOWNSHIP MANAGER

ATTEST: _____
SUSAN G. CAUGHLAN, VICE CHAIRMAN

SELLER:

Mary Louise Graham (SEAL)
MARY LOUISE GRAHAM

IF TO SELLER:
MARY LOUISE GRAHAM
1515 VALLEY FORGE ROAD
COLLEGEVILLE, PA 19426

EXHIBIT "A"

{00331709}

EXHIBIT "B"

{00331709}

Prepared By: Mark A. Hosterman, Esquire
Wisler, Pearlstine, Talone, Craig, Garrity & Potash, LLP
484 Norristown Road, Suite 100
Blue Bell, PA 19422

Return To: Same as above

Parcel No. 67-00-00892-508

DEED OF TRAIL EASEMENT AGREEMENT

IN LIEU OF CONDEMNATION

MARY LOUISE GRAHAM

THIS AGREEMENT is made this _____ day of _____, 2010, by and between **MARY LOUISE GRAHAM** (hereinafter referred to as "Grantor") on the one part and **WORCESTER TOWNSHIP** (hereinafter referred to as "Grantee") on the other part.

BACKGROUND:

A. Grantor is the sole owner in fee simple of certain land situate in Worcester Township, Montgomery County, Pennsylvania ("Grantor's Property"), more particularly depicted on the plan attached hereto and incorporated herein as Exhibit "A".

B. The portion of Grantor's Property which is subject to this Agreement is shown on Exhibit A and designated as "Trail Easement" or "20' Trail Easement" (together, the "Easement Area").

C. This Agreement is executed and delivered in connection with an Agricultural Conservation Easement (the "Agricultural Conservation Easement") dated _____ between the Grantor and Montgomery County, acting through its County Agricultural Land Preservation Board, and Worcester Township. The Agricultural Conservation Easement and this Trail Easement are specifically intended to be contiguous and not overlapping. None of the consideration under this Deed of Trail Easement Agreement in Lieu of Condemnation ("Deed of Trail Easement Agreement") is attributable to or allocable to the Agricultural Conservation Easement.

D. Pursuant to Resolution No. _____, the Board of Supervisors of Worcester Township authorized condemnation of the Trail Easements set forth hereinafter and this Deed of Trail Easement Agreement is made in furtherance of the objectives of the aforesaid Resolution.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, declare and agree as follows:

1. For and in consideration of Forty-Seven Thousand Nine Hundred Eighty-One and 25/100 Dollars (\$47,981.25), Grantor grants and conveys to Grantee, its successors and assigns, an irrevocable permanent right to enter upon the Easement Area from time to time to construct, use, repair, inspect, renew, remove, relocate, add to, operate, patrol and maintain the Trail Facilities, as defined below, within the Easement Area.

(a) "Trail Facilities":

- (i) A trail or set of trails, together with steps, railings, and other surface structures which, as to wet area, may include bridges and culverts (collectively, the "Trail").
- (ii) Signs to mark the Trail, to provide information related to the Trail, and for interpretive purposes.
- (iii) Fencing, gates, and barriers to control access.

- (iv) With the prior written consent of Grantor, her successor and assigns: benches, picnic tables, trash receptacles, and bicycle racks.

All costs and expenses associated with construction, maintenance, repair, replacement, and removal of the Trail Facilities are to be borne by Grantee.

Creation and other construction, installation, maintenance and repair of the Trail Facilities may include installation of signage; mowing, cutting or removal of soil, rock or vegetation; application of gravel, crushed stone, wood chips, seed, sod or paving; trimming, clearing, or removal of shrubs or tree branches; or other means of creating and maintaining the Trail and/or identifying the Trail's path. These activities may include vehicular use.

If the Trail is paved with a hard surface such as asphalt or concrete, an adjoining Trail suitable in surface material, size, and height clearance for equestrian use shall be created and designated by Grantee and maintained by Grantee in a manner suitable for the intended purpose.

2. Grantor grants to Grantee the right to make available to the public a perpetual easement and right-of-way over the Trail and the right to use Trail Facilities for the following purposes and no others:

Use of the Trail as a public right-of-way for (i) recreational walking, hiking, jogging, bicycling, horseback riding, bird watching, nature study; (ii) wheelchair use by persons who need to use wheelchairs; (iii) use of the Trail Facilities for recreational uses only; (iv) use by emergency vehicles in the case of emergency within the Easement Area, and (v) use by maintenance personnel and vehicles.

The use of motorized vehicles on the Trail, except for maintenance (including repair and replacement) and in the case of emergency as stated above, is strictly prohibited.

No person is permitted to charge a fee for access to the Trail or use of the Trail Facilities.

3. Grantor, her successor and assigns, shall not construct, install or maintain any facility or improvements within the Easement Area except the following:

- (i) Items existing within the Easement Area as of the Easement Date and listed in the schedule (if any) attached to this document entitled "Existing Owner Improvements."
- (ii) Fencing, including gates, along the boundary of the Easement Area to control access to Grantor's property outside the Easement Area.
- (iii) Items to which Grantee, without any obligation to do so, gives its consent in writing.

Grantor shall have no obligation to construct, clear, or maintain the Trail or Trail Facilities.

Grantor shall have all the rights accorded to the general public to use the Trail and Trail Facilities.

4. Any trail within the Easement Area shall be located as necessary to avoid trees, plantings, draining facilities and the like.

5. Grantee acknowledges and agrees that the Easement Area shall not reduce the yard, lot area, or lot calculations on Grantor's Property for any purpose whatsoever, including, but not limited to, setback requirements, impervious surface ratios, building coverage requirements and open space requirements under the Subdivision, Land Development or Zoning Ordinances of Grantee.

6. Grantee agrees to post signs prohibiting the use of the Trail by motorized vehicles and Grantee agrees to enforce such prohibition.

7. At the request of Grantor, Grantee shall construct and maintain split rail fencing in the Easement Area between the Trail and Grantor's fields in conjunction with the actual construction of the Trail. Grantee shall not be required to construct a fence on the property prior to construction of the Trail. Upon request by Grantor to construct the aforesaid fencing, Grantee shall have 365 days after the passage of the next Township budget to complete the fence construction.

8. Grantee shall have the right, but not the obligation, to incorporate the Trail into a trail system.

9. Grantee shall have the right, but not the obligation, to limit the use of the Trail and Easement by members of the public by such rules and regulations as Grantee may determine to be reasonably necessary, provided that said rules and regulations shall not violate the terms of this Deed of Trail Easement Agreement.

10. Nothing in this Deed of Trail Easement Agreement shall limit the ability of Grantor and Grantee to avail themselves of the protections offered by any applicable law affording immunity including, but not limited to, the Recreational Use of Land and Water Act, Act of February 2, 1966, P.L. (1965) 1860, No. 586, as amended, 68 P.S. §477-1 *et seq.* (as may be amended from time to time). If immunity from any claim is for any reason unavailable to Grantee, Grantor agrees to indemnify, defend, and hold Grantee, its employees, volunteers, and officials harmless from any loss or litigation expense unless such claim is determined to have been caused by Grantee's negligence. Grantors agree to indemnify, defend and hold Grantee, its employees, volunteers, and officials harmless from any loss or litigation expense if and to the extent arising from an event that took place before the date of this Agreement, from activities or uses engaged in by Grantor, family members, contractors, agents, tenants, employees, or invitees, or from structures, facilities, or improvements within the Easement Area installed by Grantor.

11. Grantee may, in addition to other remedies available at law or in equity, compel Grantor to make the Easement Area available for the purposes set forth in this Trail Agreement by exercising any one or more of the following remedies:

- (i) Seek injunctive relief to specifically enforce the terms of this Agreement; to restrain present or future violations of this Agreement; and/or to compel restoration of Trail Facilities or other resources destroyed or altered as a result of the violation.

- (ii) Enter the Property to remove any barrier to the access provided under this Agreement and do such other things as are reasonably necessary to protect and preserve the rights of Grantee under this Agreement.

12. The undersigned Grantor represents to Grantee that:

- (i) The Easement Area is, as of this date, free and clear of all liens or, if it is not, that Grantors have obtained and attached to this Agreement as an exhibit the legally binding subordination of any mortgage, lien, or other encumbrance affecting the Easement Area as of the Agreement Date.
- (ii) No one has the legally enforceable right to prevent the installation of Trail Facilities or the use of Trail Facilities for permitted trail uses.
- (iii) If required by Grantee's Title Company, Grantor will execute a Seller's Affidavit confirming that, to the best of Seller's knowledge, there are no unrecorded encumbrances which affect the Easement Area.

13. To the best of Grantor's knowledge, the Easement Area is not contaminated with materials identified as hazardous or toxic under applicable law and no such materials have been stored or generated within the Easement Area.

14. The benefits conferred by this Deed of Trail Easement Agreement and the obligations undertaken by the parties shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the parties and shall and are intended to run with the land.

15. This is the entire agreement between Grantor and Grantee pertaining to the subject matter of this Deed of Trail Easement Agreement. The terms of this Agreement supersede in full all statements and writings between Grantor and Grantee pertaining to the transaction set forth in this Agreement.

16. If this Trail Easement is or is about to be modified or terminated by exercise of the power of eminent domain (condemnation), including a deed in lieu of

condemnation, or by adjudication of a court of competent jurisdiction sought by a person or entity other than Grantee, Grantee shall be entitled to recover from the person seeking the modification or termination (i) restitution of amounts paid for this Trail Easement and any other sums invested in the Property for the benefit of the public as a result of rights granted under this Trail Easement, plus (ii) all reimbursement permitted by the Eminent Domain Code of Grantee's expenses incurred as a result of the condemnation or termination of this Trail Easement. Grantee must use any funds received on account of the condemnation or adjudication for the following purposes: the permanent preservation of farmland or open space in Worcester Township, or the acquisition of a permanent trail easement or permanently preserved park land in Worcester Township for the purpose of public recreation.

TO HAVE AND TO HOLD the Easement and the rights granted perpetually to Grantee, its successors and assigns, subject as aforesaid.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date and year first above written.

GRANTOR:

MARY LOUISE GRAHAM

Mary Louise Graham

GRANTEE:

WORCESTER TOWNSHIP

By: _____

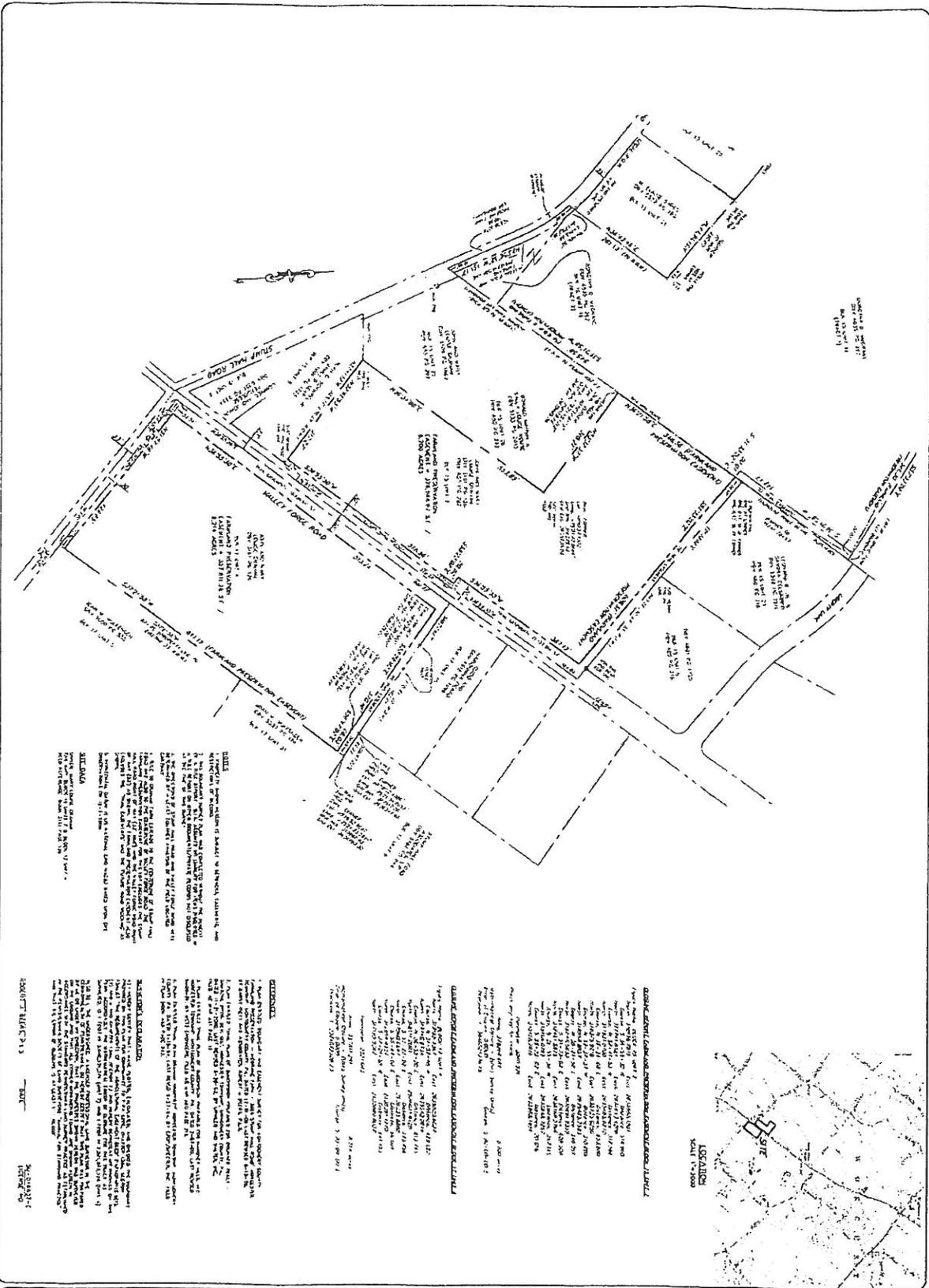
Arthur C. Bustard, Chairman,
Board of Supervisors

Attest: _____

Susan G. Caughlan, Vice Chair,
Board of Supervisors

EXHIBIT "A"

{00330217v5}



NOTES:

1. This survey was conducted in accordance with the provisions of the Surveying Act of 1936, as amended.
2. The boundaries shown on this map were determined by direct measurement and by reference to previous surveys.
3. The area shown as 'UNDEVELOPED' is not shown as being owned by any person.
4. The area shown as 'WOODLAND' is not shown as being owned by any person.
5. The area shown as 'ADJACENT PROPERTY' is not shown as being owned by any person.

LEGEND:

- EASEMENT
- ADJACENT PROPERTY
- UNDEVELOPED
- WOODLAND

DEEDS:

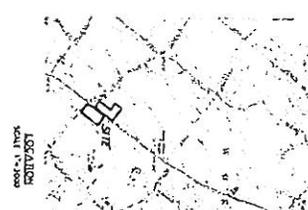
Reference is made to the following deeds and surveys:

- Deed of Conveyance, dated 10/15/1910, from [Name] to [Name], recorded in [County] at [Page].
- Deed of Conveyance, dated 10/15/1910, from [Name] to [Name], recorded in [County] at [Page].
- Deed of Conveyance, dated 10/15/1910, from [Name] to [Name], recorded in [County] at [Page].

ADJACENT PROPERTY:

Reference is made to the following adjacent properties:

- [Name], [Address], [City], [State].
- [Name], [Address], [City], [State].
- [Name], [Address], [City], [State].



NO. 1	SU-1
DATE	
SCALE	
BY	
CHECKED	
DATE	

**BOUNDARY AND EASEMENT SURVEY FOR
MONTGOMERY COUNTY FARMLAND PRESERVATION**

**GRAHAM FARM - 1515 VALLEY FORGE ROAD
WORCESTER TOWNSHIP, MONTGOMERY COUNTY, PA**

BARRY ISETT & ASSOCIATES, INC.
Consulting Engineers & Surveyors
West Norristown, PA 19003
610-535-2836 www.barryisett.com

NO.	DATE