

**Prepared by and  
Return to:**  
Natural Lands Trust, Inc.  
1031 Palmers Mill Road  
Media, PA 19063

**Tax parcel(s):** 29-6-9

## **TRAIL EASEMENT AGREEMENT**

THIS TRAIL EASEMENT AGREEMENT (this "Agreement") dated 8/6/21 (the "Agreement Date") is by and between THOMAS J. McCAFFREY ("the undersigned Owner or Owners") and WEST BRANDYWINE TOWNSHIP, a Pennsylvania municipality of the Second class (the "Holder").

### **Article 1. Background**

#### **1.01 Property**

The undersigned Owner or Owners are the sole owners in fee simple of the property described in exhibit A (the "Property"). The Property is also described as:

Street address:	239 Hibernia Road		
Municipality:	West Brandywine Township	County:	Chester
Parcel identifier:	29-6-9	State:	Pennsylvania

#### **1.02 Trail Easement Area**

The portion of the Property that is subject to this Agreement (the "Trail Easement Area") is shown on the plan attached as exhibit B (the "Easement Plan") prepared by Natural Lands Trust, Inc., and dated July 27, 2021, based on a survey by Register Associates, Inc. dated January 13, 2021 and last revised July 17, 2021, and is described by metes and bounds in the description attached as exhibit C (the "Legal Description").

#### **1.03 Purpose**

This Agreement establishes the easements (collectively, the "Trail Easement") described in articles 2 and 3, details rules regarding the Trail Easement, and identifies rights and responsibilities of Holder and Owners.

#### **1.04 Consideration**

- (1) This Agreement has been executed and delivered in connection with a grant of conservation easement (the "Conservation Easement") dated as of the Grant of Conservation Easement Date between the undersigned Owner or Owners and Natural Lands Trust, Inc. The Conservation Easement is intended to be recorded in the Public Records prior to this Agreement and the rights of Owners and Holder under this Agreement must be exercised under and subject to applicable restrictions contained in the Conservation Easement.
- (2) The undersigned Owner or Owners acknowledge receipt of the sum of ONE DOLLAR (\$1.00) in consideration of the grant of easement to Holder under this Agreement. The consideration has been paid in full to the undersigned Owner or Owners as of the Agreement Date.

### **Article 2. Grant of Easement for Trail Facilities**

#### **2.01 Grant**

The undersigned Owner or Owners grant and convey to Holder the perpetual right to create the Trail identified below; to enter the Trail Easement Area at any time to construct, install, maintain, and repair the items (collectively, with the Trail, the "Trail Facilities") described in paragraph (a) below and, subject to the prior written consent of Owners, those described in paragraph (b) below.

**(a) Permitted Trail Facilities**

- (1) A trail not to generally exceed approximately eight (8) feet in clear tread width (the "Trail") within the Trail Easement Area. Should an obstacle be encountered, such as a large rock or tree, that necessitates moving the trail outside the Trail Easement Area, the Trail will be moved the minimum amount necessary to avoid the obstacle and the terms of this Agreement will apply to any such Trail. This Agreement and the Conservation Easement will be amended to show any such revised Trail location on the respective Easement Plans.
- (2) Signs to mark the Trail, to provide information related to the Trail, and for interpretive purposes.
- (3) Fencing, gates, and barriers to control access.

**(b) Trail Facilities Requiring Prior Written Consent of Owners**

Benches, picnic tables, wastebaskets, and bicycle racks.

**2.02 Exercise of Rights**

Construction, installation, maintenance, and repair of the Trail may include trailblazing; grading; building retaining walls, steps, railings, boardwalks, and bridges; cutting vegetation; application of gravel, crushed stone, wood chips, or paving; and identifying the Trail's path. These activities may include vehicular use.

- (1.) Holder recognizes fencing may need to be moved to accommodate the trail and, if so, agrees to move the fence and install a 10-wire high-tensile fence, which is the existing fence, or substantially similar fencing per mutual agreement between Holder and Landowner.

## **Article 3. Grant of Easement for Public Access**

**3.01 Grant**

The undersigned Owner or Owners grant and convey to Holder 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 purposes described in paragraph (a) below and, subject to the prior written consent of Owners, those described in paragraph (b) below:

- (a) Permitted Trail Uses.** Use of the Trail as a right-of-way for (1) walking, hiking, jogging, bicycling, horseback riding, bird watching, nature study; (2) power-driven mobility devices for use by persons who have mobility impairments; and (3) emergency vehicles in the case of emergency within the Trail Easement Area.
- (b) Uses Requiring Prior Written Consent of Owners.** Recreational vehicular use such as snowmobiling; events such as charity runs or competitive races; programmatic use by schools, clubs, or other groups; or use of Trail for purposes other than as a right-of-way for passage over the Property such as picnicking or other stationary activities.

**3.02 No Charge for Access**

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

## **Article 4. Rights of Owners**

**4.01 Owner Improvements**

Owners must not construct, install, or maintain facilities or improvements within the Trail Easement Area except:

- (a) Existing Items.** Items existing within the Trail Easement Area as of the Agreement Date include some fencing some of which Holder may need to move to accommodate trail installation. Owner is responsible for maintaining the fence in working order to accommodate owner's livestock. Should damage associated with trail use occur Holder agrees fix the damage.
- (b) Potential Items.** There are no "Permitted Other Improvements."
- (c) Fencing.** Fencing along the boundary of the Trail Easement Area not impeding access to the Trail Easement Area for the purposes of such access described in articles 2 and 3.
- (d) Other.** Items to which Holder, without any obligation to do so, gives its consent in writing.

#### 4.02 Owner Uses and Activities

Except as limited under this article, Owners have all the rights recognized under applicable law to use the Trail Easement Area for purposes consistent with and not interfering with the easement rights granted to Holder. Owners' rights include those set forth below:

- (a) **Mitigating Risk.** To cut trees or otherwise disturb resources to the extent reasonably prudent to remove or mitigate against an unreasonable risk of harm to Persons on or about the Trail Easement Area. Owners must notify Holder of plans to take such actions or, if circumstances prevent advance notice, notify Holder of actions taken as soon as reasonably possible.
- (b) **Temporarily Closing Access.** To close access to the Trail Easement Area for public safety reasons:
  - (1) For up to five (5) days per year to accommodate hunting by or under control of Owners; and
  - (2) For up to thirty (30) days within any ten (10) -year period to accommodate forestry.
- (c) **Resource Management.** To mow, cut, or remove vegetation within the Trail Easement Area, but only in accordance with guidelines set forth in the schedule (if any) attached to this document entitled "Permitted Resource Management" and any additions to or modification of that schedule requested by Owners and approved by Holder in writing, or in the absence of a schedule, in accordance with guidelines approved by Holder in writing.
- (d) **Grants to Others.** To grant leases, licenses, easements, and rights-of-way affecting the Trail Easement Area to Persons other than Holder but only for those facilities, improvements, activities, and uses permitted to Owners under this article.
- (e) **Enforcement Rights.** To remove or exclude from the Property Persons who are (1) in locations other than the Trail or other Trail Facilities or (2) not engaged in permitted trail uses.

### Article 5. Enforcement; Liability Issues

#### 5.01 Enforcement

Holder may, in addition to other remedies available at law or in equity, compel Owners to make the Trail Easement Area available for the purposes set forth in articles 2 and 3 by exercising any one or more of the following remedies, without need to show that a civil action for damages is not available to furnish compensation:

- (a) **Injunctive Relief.** Seek injunctive relief to specifically enforce the terms of this Agreement; to restrain present or future violations of this Agreement; or to compel restoration of Trail Facilities or other resources destroyed or altered as a result of the violation.
- (b) **Self Help.** 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 Holder under this Agreement.

#### 5.02 Immunity under Applicable Law

Nothing in this Agreement limits the ability of Owners and Holder to avail themselves of the protections offered by any applicable law affording immunity to Owners and Holder including, to the extent applicable, 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).

#### 5.03 Public Enters at Own Risk

Use of any portion of the Trail Easement Area by members of the general public is at their own risk. Neither Holder nor Owners by entering into this Agreement assume duty to or for the benefit of the general public for defects in the location, design, installation, maintenance, or repair of the Trail Facilities; for unsafe conditions within the Trail Easement Area; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Trail Facilities to public access when unsafe conditions may be present. Holder will endeavor to repair damaged Trail Facilities but has no duty to do so unless and until Holder receives notice given in accordance with article 6 of the need to repair an unreasonably dangerous condition.

#### 5.04 Costs and Expenses

All costs and expenses associated with Trail Facilities are to be borne by Holder except for items included in

Owner Responsibility Claims (defined below in this article).

#### **5.05 Responsibility for Losses and Litigation Expenses**

- (a) **Public Access Claims; Owner Responsibility Claims.** If a claim for any Loss for personal injury or property damage occurring within the Trail Easement Area after the Agreement Date (a “Public Access Claim”) is asserted against either Owners or Holder, or both, it is anticipated that they will assert such defenses (including immunity under the Recreational Use of Land and Water Act) as are available to them under applicable law. The phrase “Public Access Claim” excludes all claims (collectively, “Owner Responsibility Claims”) for Losses and Litigation Expenses arising from, relating to or associated with (1) personal injury or property damage occurring prior to the Agreement Date; (2) activities or uses engaged in by Owners, their family members, contractors, agents, employees, tenants, and invitees, or anyone else entering the Property by, through, or under the express or implied invitation of any of the foregoing; or (3) structures, facilities, and improvements within the Trail Easement Area (other than improvements installed by Holder).
- (b) **Indemnity.** If immunity from a Public Access Claim is for any reason unavailable to Owners, Holder agrees to indemnify, defend, and hold Owners harmless from any Loss or Litigation Expense if and to the extent arising from a Public Access Claim. Owners agree to indemnify, defend, and hold the Holder harmless from any Loss or Litigation Expense if and to the extent arising from an Owner Responsibility Claim.
- (c) **Loss; Litigation Expense**
- (1) The term “Loss” means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees, and penalties or other charge other than a Litigation Expense.
  - (2) The term “Litigation Expense” means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Agreement including, in each case, attorneys’ fees, other professionals’ fees, and disbursements.

## **Article 6. Miscellaneous**

#### **6.01 Beneficiaries and Agents**

The County of Chester acting under the authority granted by the Commonwealth of Pennsylvania for purposes consistent with the terms of the Conservation and Land Development Act, Pa. Stat. Ann. Title 32, Section 5001 et seq; and program requirements promulgated under the authority of such statute is a beneficiary of this Agreement (a “Beneficiary”) and has the right to exercise Holder’s rights under this Agreement should Holder fail to do so after reasonable notice to Holder (not less than thirty (30) days). The County is a signatory to this Agreement to evidence its acceptance of the designation as a Beneficiary.

#### **6.02 Binding Agreement**

This Agreement is a servitude running with the land binding upon the undersigned Owner or Owners, and, upon recordation in the Public Records, all subsequent Owners of the Trail Easement Area or any portion of the Trail Easement Area are bound by its terms whether or not the Owners had actual notice of this Agreement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Agreement. This Agreement binds and benefits Owners and Holder and their respective personal representatives, successors, and assigns.

#### **6.03 Governing Law**

The laws of the Commonwealth of Pennsylvania govern this Agreement.

#### **6.04 Definition and Interpretation of Capitalized and Other Terms**

The following terms, whenever used in this Agreement, are to be interpreted as follows:

- (1) “Owners” means the undersigned Owner or Owners and all Persons after them who hold an interest in the Trail Easement Area.
- (2) “Person” means an individual, organization, trust, or other entity.

- (3) "Public Records" means the public records of the office for the recording of deeds in and for the county in which the Trail Easement Area is located.
- (4) "Including" means "including, without limitation."
- (5) "May" is permissive and implies no obligation; "must" is obligatory.

**6.05 Incorporation by Reference**

Each exhibit or schedule referred to in this Agreement is incorporated into this Agreement by this reference.

**6.06 Amendments; Waivers**

No amendment or waiver of any provision of this Agreement or consent to any departure by Owners from the terms of this Agreement is effective unless the amendment, waiver, or consent is in writing and signed by an authorized signatory for Holder, and also by an authorized signatory for Beneficiary in the case of an amendment. A waiver or consent is effective only in the specific instance and for the specific purpose given. An amendment must be recorded in the Public Records.

**6.07 Severability**

If a provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain valid, binding, and enforceable. To the extent permitted by applicable law, the parties waive any provision of applicable law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.

**6.08 Counterparts**

This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Agreement.

**6.09 Entire Agreement**

This is the entire Agreement of Owners and Holder pertaining to the subject matter of this Agreement. The terms of this Agreement supersede in full all statements and writings between Owners and Holder pertaining to the transaction set forth in this Agreement.

**6.10 Notices**

Notice to Holder under this Agreement must be in writing and given by one of the following methods: (1) personal delivery; (2) certified mail, return receipt requested and postage prepaid; or (3) nationally recognized overnight courier, with all fees prepaid. In an emergency, notice may be given by phone (610-380-8200) or electronic communication (township@wbrandywine.org) followed by one of the methods in the preceding sentence.

If to Owners: Thomas J. McCaffrey  
239 Hibernia Road  
Coatesville, PA 19320

If to Holder: West Brandywine Township  
198 Lafayette Road  
West Brandywine, PA 19320

If to County: Chester County Preservation Partnership Program Administrator  
Parks and Preservation  
601 Westtown Road, Suite 390  
West Chester, PA 19380-0990

**6.11 Warranty**

The undersigned Owner or Owners warrant to Holder that:

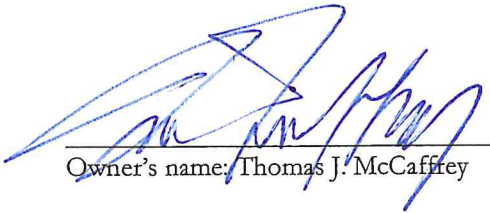
- (a) **Liens and Subordination.** The Trail Easement Area is, as of the Agreement Date, free and clear of all liens or, if it is not, that Owners have obtained and attached to this Agreement as an exhibit the legally binding subordination of any lien affecting the Trail Easement Area as of the Agreement Date.

- (b) **Existing Agreements.** No one has the legally enforceable right (for example, under a lease, easement, or right-of-way agreement) to prevent the installation or public use of Trail Facilities.
- (c) **Hazardous Materials.** To the best of Owners' knowledge, the Trail Easement Area is not contaminated with hazardous or toxic materials, and no such materials have been stored or generated there.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

INTENDING TO BE LEGALLY BOUND, the undersigned Owner or Owners and Holder, by their respective duly authorized representatives, have signed and delivered this Agreement as of the Agreement Date.

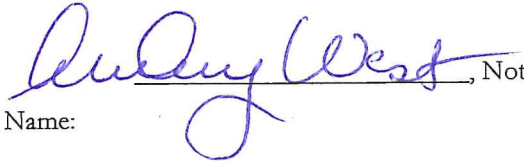
Witness/Attest:

\_\_\_\_\_   
Owner's name: Thomas J. McCaffrey

COMMONWEALTH OF PENNSYLVANIA :  
SS  
COUNTY OF CHESTER :

ON THIS DAY 8/26/21, before me, the undersigned officer, personally appeared Thomas J. McCaffrey, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

, Notary Public  
Print Name:

[SIGNATURES CONTINUED ON NEXT PAGE]

Commonwealth of Pennsylvania - Notary Public  
Audrey West, Notary Public  
Chester County  
My commission expires March 10, 2025  
Commission number 1177288  
Member, Pennsylvania Association of Notaries

WEST BRANDYWINE TOWNSHIP

By: Dale Barnett  
Name of signatory: DALE BARNETT  
Title of signatory: TWP MANAGER

COMMONWEALTH OF PENNSYLVANIA :  
SS  
COUNTY OF CHESTER :

ON THIS DAY 8/25/21 before me, the undersigned officer, personally appeared Dale Barnett, who acknowledged him/herself to be the Twp Manager of West Brandywine Township, a Pennsylvania municipality of the Second class, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by her/himself as such officer.

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

Audrey West, Notary Public  
Print Name:

Commonwealth of Pennsylvania - Notary Seal  
Audrey West, Notary Public  
Chester County  
My commission expires March 10, 2025  
Commission number 1177288  
Member, Pennsylvania Association of Notaries



Acceptance by Beneficiary:

Witness/Attest

COUNTY OF CHESTER

Judith B. Thomas

By: David T. Stauffer  
Name: David T. Stauffer  
Title: Director, Parks and Preservation

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF CHESTER :

ON THIS DAY August 6 2021, before me, the undersigned officer, personally appeared David T. Stauffer, Director of Parks and Preservation of Chester County, a political subdivision and Municipal Corporation and County of the Third class, party to this Agreement, and acknowledged this Indenture to be his or her act and deed of said County, known to me personally to be such, and,

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

Susan Goughary, Notary Public

Print Name: Susan Goughary

Commonwealth of Pennsylvania - Notary Seal  
Susan Goughary, Notary Public  
Chester County  
My commission expires July 22, 2024  
Commission number 1213395  
Member, Pennsylvania Association of Notaries

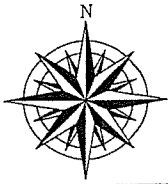


EXHIBIT A  
**REGESTER ASSOCIATES, INC.**

LAND SURVEYING & CIVIL ENGINEERING  
www.regesterassociates.com

821 EAST BALTIMORE PIKE / P.O. BOX 406  
KENNETT SQUARE, PA. 19348  
PHONE (610) 444-5554  
FAX (610) 444-6149

330 WEST STATE STREET  
QUARRYVILLE, PA. 17566  
PHONE (717) 786-8741  
FAX (717) 786-8742

#201180 – Natural Lands Trust, Inc.  
Title Line Boundary  
August 17, 2021  
Page 1

**ALL THOSE TWO CERTAIN** parcels of land **SITUATE** in West Brandywine Township, Chester County, Pennsylvania, being shown on Perimeter and Easement Plan prepared for Natural Lands Trust, Inc., dated January 13, 2021 and last revised July 17, 2021 by Regester Associates, Inc., Kennett Square, Pennsylvania, and being more fully described as follows:

**THE FIRST THEREOF, BEGINNING** at the southeasterly corner in common of lands now or late of Thomas J. McCaffrey (a/k/a Tax Parcel no. 29-6-9) and lands now or late of John A. and Eleanor Sue Young (a/k/a Tax Parcel no. 29-6-27) on the title line in Hibernia Road – S.R. 4009; thence from the point of beginning, leaving said title line, along said lands of Young and along lands now or late of Lawrence T. and Marie F. Kline, passing over an iron pin (found) at a distance of 16.15 feet, North 67 degrees 37 minutes 40 seconds West 407.67 feet to a stone (found); thence continuing along said lands of Kline, the following two (2) courses and distances: (1) North 46 degrees 39 minutes 34 seconds West 167.52 feet to a stone (found); (2) South 47 degrees 20 minutes 51 seconds West 654.17 feet to a stone (found), a point on line of lands now or late of the County of Chester; thence along said lands of the County of Chester, North 36 degrees 42 minutes 13 seconds West 631.58 feet to a concrete monument (found), a corner of other lands now or late of the County of Chester; thence along said other lands of the County of Chester, the following three (3) courses and distances: (1) North 53 degrees 27 minutes 09 seconds East 333.10 feet to a point of curvature; (2) along a curve to the left having a radius of 746.78 feet, an arc length of 455.10 feet, and a chord bearing North 35 degrees 59 minutes 39 seconds East 448.09 feet to a point of tangency; (3) North 18 degrees 32 minutes 09 seconds East 651.75 feet to a point on line of other lands now or late of the County of Chester; thence along said

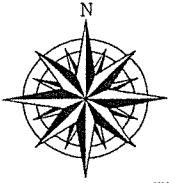


EXHIBIT A  
**REGISTER ASSOCIATES, INC.**

LAND SURVEYING & CIVIL ENGINEERING  
www.registerassociates.com

821 EAST BALTIMORE PIKE / P.O. BOX 406  
KENNETT SQUARE, PA. 19348  
PHONE (610) 444-5554  
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Title Line Boundary  
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other lands of the County of Chester, North 37 degrees 16 minutes 19 seconds East 51.37 feet to a re-rod (found), a corner in common of other lands of the County of Chester and lands now or late of Donald F. and E. Marie Morrison; thence along said lands of Morrison, the following five (5) courses and distances: (1) South 81 degrees 34 minutes 48 seconds East 334.36 feet to a re-rod (found); (2) South 10 degrees 05 minutes 48 seconds East 243.05 feet to a re-rod (found); (3) South 00 degrees 18 minutes 01 second East 280.94 feet to a re-rod (found); (4) South 58 degrees 44 minutes 21 seconds East 353.00 feet to an iron pin (found); (5) passing over an iron pin (found) 36.88 feet from the southeasterly terminus of this course, South 45 degrees 33 minutes 14 seconds East 520.48 feet to a point on the title line in Hibernia Road, aforesaid; thence along said title line, South 46 degrees 31 minutes 19 seconds West 633.89 feet to the point of beginning; and **ENCOMPASSING** in area, whatever it may; and **BEING** Uniform Parcel Identifier no. 29-6-9.

**THE SECOND THEREOF, BEGINNING** at a corner in common of lands now or late of Thomas J. McCaffrey (a/k/a Tax Parcel no. 29-6-13) and lands now or late of the County of Chester (a/k/a Tax Parcel no. 29-6-14), a point on line of other lands now or late of the County of Chester (a/k/a Tax Parcel no. 29-6-15); thence from the point of beginning, along said other lands of the County of Chester, the following four (4) courses and distances: (1) North 36 degrees 42 minutes 13 seconds West 22.31 feet to a concrete monument (found); (2) North 40 degrees 50 minutes 22 seconds East 172.79 feet to a concrete monument (found); (3) North 33 degrees 10 minutes 40 seconds East 814.61 feet to a concrete monument (found); (4) North 37 degrees 16 minutes 19 seconds East 190.59 feet to a corner of the aforesaid first-mentioned lands of the County of Chester; thence along said lands of the County of Chester, the following three (3) courses and distances:

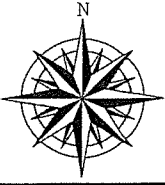


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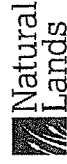
(1) South 18 degrees 32 minutes 09 seconds West 474.86 feet to a point of curvature; (2) along a curve to the right having a radius of 686.78 feet, an arc length of 418.53 feet, and a chord bearing South 35 degrees 59 minutes 39 seconds West 412.08 feet to a point of tangency; (3) South 53 degrees 27 minutes 09 seconds West 333.27 feet to the point of beginning; and **ENCOMPASSING** in area, whatever it may; and **BEING** Uniform Parcel Identifier no. 29-6-13.

**THE TWO ABOVE-DESCRIBED PARCELS** of land are **ENCOMPASSING** a total of 35.763 acres of land, be the same, more or less.

# Exhibit B: Easement Plan

**McCaffrey Property**  
 Tax ID: 29-6-9 & 29-6-13 (+/- 35.763 acres)  
 West Brandywine Twp, Chester County, PA

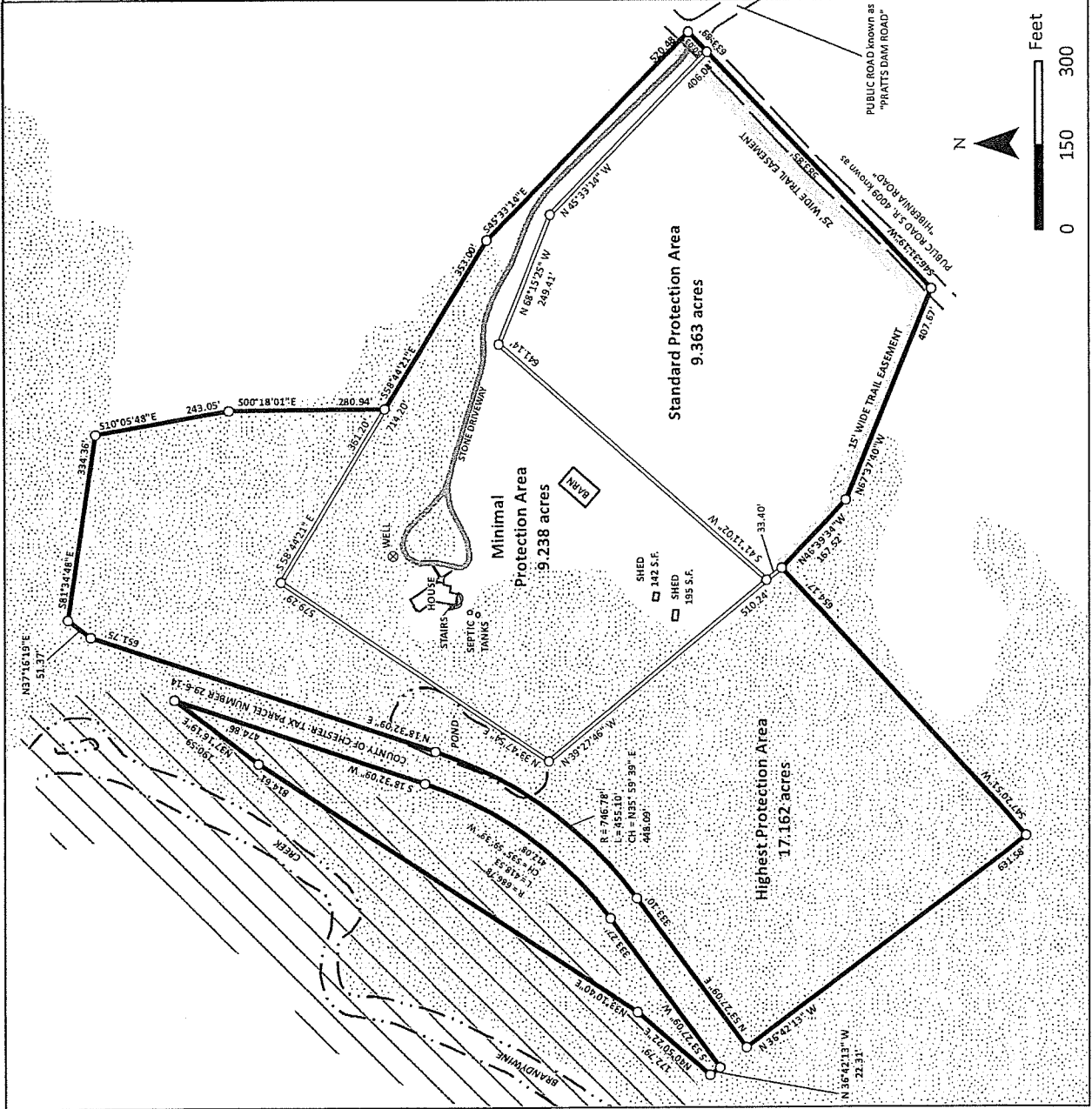
- Property
- Protection Areas
- Right-of-Way
- Well
- Stream
- Floodplain
- Woodlands
- Trail Easement Area



1031 Palmers Mill Road, Media, PA 19063  
 610-353-5587 | natlands.org

1. Property information from Register Associates, Inc. survey dated 01/13/2021, revised July 17, 2021.  
 Compiled By: MEB 08/20/2021

Disclaimer: This map is not a survey. The information imparted with this map is meant to assist Natural Lands Trust, Inc. describe the placement of certain retained, reserved, or excluded rights and to calculate acreage figures. Property boundaries, while approximate, have been established using the best available information, which may include: surveys, tax maps, field mapping using G.P.S., and/or orthophotos. Natural Lands Trust, Inc., makes no representation as to the accuracy of said property lines (or any other lines), and no liability is assumed by reason of reliance hereon. Use of this map for other than its intended purpose requires the written consent of Natural Lands Trust, Inc.



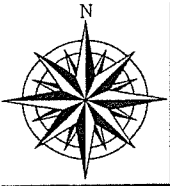


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Proposed variable width Trail Easement  
August 17, 2021  
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**ALL THAT CERTAIN** parcel of land **SITUATE** in West Brandywine Township, Chester County, Pennsylvania, being shown as Proposed variable width Trail Easement on Perimeter and Easement Plan prepared for Natural Lands Trust, Inc., dated January 13, 2021 and last revised July 17, 2021 by Register Associates, Inc., Kennett Square, Pennsylvania, and being more fully described as follows:

**BEGINNING** at the intersection of the common line between lands now or late of Thomas J. McCaffrey (a/k/a Tax Parcel no. 29-6-9) and lands now or late of John A. and Eleanor Sue Young (a/k/a Tax Parcel no. 29-6-27) with the northwesterly right of way line of Hibernia Road – S.R. 4009, 33 feet wide, said beginning point being measured North 67 degrees 37 minutes 40 seconds West 12.43 feet from the southeasterly corner in common of said lands of McCaffrey and said lands of Young on the title line in said road; thence from the point of beginning, along said lands of Young and along lands now or late of Lawrence T. and Marie F. Kline, passing over an iron pin (found) at a distance of 3.72 feet, North 67 degrees 37 minutes 40 seconds West 395.24 feet to a stone (found); thence continuing along said lands of Kline, the following two (2) courses and distances: (1) North 46 degrees 39 minutes 34 seconds West 167.52 feet to a stone (found); (2) South 47 degrees 20 minutes 51 seconds West 654.17 feet to a stone (found), a point on line of lands now or late of the County of Chester; thence along said lands of the County of Chester, North 36 degrees 42 minutes 13 seconds West 15.08 feet; thence through the aforesaid lands of McCaffrey, the following nine (9) courses and distances: (1) North 47 degrees 20 minutes 51 seconds East 666.59 feet; (2) South 46 degrees 39 minutes 34 seconds East 178.73 feet; (3) South 67 degrees 37 minutes 40 seconds East 371.81 feet; (4) North 46 degrees 41 minutes 35 seconds East 107.31 feet; (5) North 43 degrees 46 minutes 23

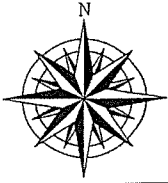


EXHIBIT C  
**REGESTER ASSOCIATES, INC.**

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seconds East 176.04 feet to a point of curvature; (6) along a curve to the right having a radius of 341.50 feet and an arc length of 20.12 feet to a point of tangency; (7) North 47 degrees 08 minutes 53 seconds East 199.66 feet; (8) North 45 degrees 51 minutes 51 seconds East 67.66 feet; (9) North 43 degrees 09 minutes 15 seconds East 61.59 feet to a point on line of lands now or late of Donald F. and E. Marie Morrison; thence along said lands of Morrison, South 45 degrees 33 minutes 14 seconds East 25.01 feet to a point on the northwesterly right of way line of Hibernia Road, aforesaid; thence along said right of way line, through the aforesaid lands of McCaffrey, the following six (6) courses and distances: (1) South 43 degrees 09 minutes 15 seconds West 61.61 feet; (2) South 45 degrees 51 minutes 51 seconds West 68.53 feet; (3) South 47 degrees 08 minutes 53 seconds West 199.94 feet to a point of curvature; (4) along a curve to the left having a radius of 316.50 feet and an arc length of 18.64 feet to a point of tangency; (5) South 43 degrees 46 minutes 23 seconds West 176.68 feet; (6) South 46 degrees 41 minutes 35 seconds West 113.11 feet to the point of beginning; and **ENCOMPASSING** in area, whatever it may; and **BEING** part of Uniform Parcel Identifier no. 29-6-9.