

CONSERVATION EASEMENT PREPARATION, PROCESSING AND PURCHASING AGREEMENT TERMS AND PROVISIONS

This Conservation Easement Preparation, Processing and Purchasing Agreement (hereinafter "Agreement") is made by and between the New Hanover Township ("Township") and Bart Golf Club, Inc. ("Bart").

1. The project is agreed to be the preparing and recording, with the intent of holding, a conservation easement ("Project") on a portion of **Tax ID/Parcel No. 47-00-04804-00-9**, ("Property"), with the 3 additional adjacent lots consisting of approximately 3 acres ("Additional Acreage") totaling 47+/- acres. The Property and Additional Acreage are part of a larger tract of land that operates presently as the Hickory Valley Golf Club. The area of the conservation easement includes holes #10 and #13 through #18 of the Ambassador 18-hole course that is part of the 36-hole Hickory Valley Golf Club and is referred to hereinafter as the "Easement Area." It is understood that the Township will use its best efforts to conduct the Project in a timely fashion.

2. The services outlined in this Agreement will be accomplished as part of this Project. By this Agreement, Bart agrees to pay for the reasonable time and materials involved in the Project; however, if the Project is not completed through no fault on the part of the Township or the Township does not proceed with the Project as allowed by the terms of this Agreement as set forth in paragraphs 5, 8 and 12 infra, and the easement contemplated by this Agreement is not recorded against the Property, then Bart shall pay for the reasonable time and materials involved in the Project. Payment by Bart is required either at the Settlement or within 90 days of the date this Agreement is fully executed, whichever occurs first. Charges for time include: reasonable staff time and consultant time necessary for the completion of the Project. Materials include but are not limited to: graphics, photographic processing and reduction, reproduction and binding, maps, FedEx, UPS, or USPS deliver and long-distance telephone calls. An early estimate of these charges is \$10,000 to \$20,000.

3. Bart agrees to sell and convey to the Township, its successors and assigns, an interest in the Property and the Additional Acreage consisting of a conservation easement substantially in the form attached hereto and made a part hereof as Exhibit A (the "Easement"), in exchange for the Township paying \$571,194.00 (the "Purchase Price") (calculated at \$12,017.54 per acre) to Bart or on its behalf. The Easement will expressly allow the present golf operation to continue on the Property and Additional Acreage. The Parties to this Agreement fully intend this transaction to be a transfer of a conservation easement or preservation easement under the Conservation and Preservation Easements Act and/or the transfer of a perpetual open-space preservation easement.

4. The closing of the sale of the Easement shall occur on a date to be determined by the parties (the "Settlement"), but not more than ninety (90) days from the date this Agreement is fully executed. At Settlement, Bart shall deliver to the Township a fully executed Easement, as

well as any other documents necessary for recording the Easement. At the time of Settlement, the Easement shall be free and clear of all liens, mortgages, options, rights of others to any property rights, land use restrictions, and other encumbrances. There is one existing mortgage (Key Bank) over the entirety of Hickory Valley Golf Club that Bart will cause to be removed and satisfied as to the Property and Additional Acreage prior to or at the time of Settlement.

5. Township's obligation to purchase the Easement is expressly conditioned on Bart being able to convey the Easement free and clear of all encumbrances, as well as the Representations and Warranties made by Bart. Should Bart be unable to convey the Easement as set forth in this Agreement, the Agreement shall terminate, and the Township will have no further obligation to proceed to Settlement.

6. REPRESENTATIONS AND WARRANTIES OF BART. In order to induce Township to enter into this Agreement, Bart hereby represents and warrants to Township:

- a. Authority. Bart is the sole legal and equitable owner of the Property, the Additional Acreage and the Hickory Valley Golf Club, and has full power, right and authority to own the Property and Additional Acreage, and to enter into and fulfill the obligations under this Agreement. This Agreement is the valid and legally binding obligation of Bart, enforceable against Bart in accordance with its terms. The execution and delivery of this Agreement and compliance with its terms will not conflict with or result in the breach of any law, judgment, order, writ, injunction, decree, rule or regulation, or conflict with or result in the breach of any other agreement, document or instrument to which Bart is a party or by which Bart or the Property, are bound or affected (noting that the aforesaid Key Bank mortgage will be satisfied or subordinated to the satisfaction of the Township at Settlement).
- b. Condemnation. Bart has received no written notice of any condemnation or eminent domain proceeding pending with regard to any part of the Property, and to the best of Bart's knowledge, no such proceedings are proposed.
- c. Litigation. Bart has received no written notice of any claims or lawsuits or proceedings pending, and to the best of its knowledge, no claims, lawsuits or proceedings are threatened against or relating to Bart, the Property, the Additional Acreage, or Hickory Valley Golf Club in any court or before any governmental agency, which could adversely affect Bart's rights or abilities to convey the Property and the Additional Acreage to Township.
- d. Leases. There are no oral or written leases or rights of occupancy or grants or claims of right, title or interest in any portion of the Property or the Additional Acreage.

- e. Compliance with Law. Bart has received no written notice that the Property, the Additional Acreage, or Hickory Valley Golf Club and the continued operation and use thereof violate any applicable requirements of federal, state and local law, and all applicable requirements of governmental bodies or agencies having jurisdiction thereof.
- f. Hazardous Substances on Property. Bart has no knowledge that there has been any use of the Property, the Additional Acreage, or Hickory Valley Golf Club that may, under any federal, state or local environmental statute, ordinance or regulation, require, at any time, any closure or cessation of the use or occupancy of the Property or the Additional Acreage and/ or impose, at any time, upon the owner of the Property, the Additional Acreage, or Hickory Valley Golf Club any clean-up or other monetary obligation. Bart has not been notified that it have been identified in any litigation, administrative proceeding or investigation as a responsible party or potentially responsible party for any liability for clean-up costs, natural resource damages or other damages or liability for prior disposal or release of Hazardous Substances, Hazardous Wastes or other environmental pollutants or contaminants, and Bart has received no written notice that a claim has been asserted against any real or personal property of Bart for any clean-up costs or other responses costs incurred in connection with any environmental contamination that is attributable, in whole or in part, to it. For purposes of this Agreement, “Hazardous Substances” means those elements and compounds which are designated as such in Section 101(14) of the Comprehensive Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9601 (14), as amended, all petroleum products and by-products, and any other hazardous substances as that term may be further defined in any and all applicable federal, state and local laws; and “Hazardous Wastes” means any hazardous waste, residential or household waste, solid waste, or other waste as defined in applicable federal, state and local laws. Bart has not received any summons, citation, directive, letter or other written communication from any governmental or quasi-governmental authority concerning any intentional or unintentional action or omission on their part, which (a) resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances or Hazardous Wastes, or (b) related in any way to the generation, storage, transport, treatment or disposal of Hazardous Substances or Hazardous Wastes with regard to the Property, the Additional Acreage, or Hickory Valley Golf Club.
- g. Insurance. Bart maintains commercially reasonable insurance policies with respect to the Property and the Additional Acreage.

- h. FIRPTA. Bart is not a “foreign person” as such term is defined in Section 1445(f)(3) of the Tax Reform Act of 1984, as amended.
- i. Rights to Purchase. There are no outstanding agreements, options, rights of first refusal, conditional sales agreements or other similar agreements or arrangements, whether oral or written, made by Bart regarding the purchase and sale of the Property, the Additional Acreage, or Hickory Valley Golf Club or any interest therein, other than the Key Bank loan and mortgage as described in paragraph 4 above. Bart represents and warrants that the Key Bank loan as regards at least the Property and Additional Acreage will be paid in full at the time of Settlement and the mortgage will be extinguished by Key Bank as regards the Property and Additional Acreage prior to or at the time of Settlement. Further, Bart represents that all property taxes have been paid to date and will continue to be paid through the date of Settlement, for the Property, the Additional Acreage, and Hickory Valley Golf Club.
- j. Inaccuracy of Representations and Warranties of Bart. In the event that any representation or warranty set forth above becomes inaccurate prior to Settlement or is no longer accurate as of the Settlement Date, Bart shall immediately notify Township of the same. Upon receipt of such notice, Township shall have the option to (i) accept such changes in Bart’s representations and warranties, subject to all other terms and conditions herein, or (ii) terminate this Agreement.

7. All Bart’s suggested modifications of the conservation easement document must be submitted to the Township at least fourteen (14) calendar days prior to any scheduled closing date. The Township reserves the right to re-schedule the closing date if Bart’s modifications are received after this deadline.

8. The Township undertakes the Project with the full intention of holding the Easement produced hereunder, and/or assigning it in whole or part to another entity. Bart agrees to take such reasonable steps as may be necessary to effectuate such an assignment. The Township reserves the right to decline to proceed to closing on the Easement if the Project Property and/or Additional Acreage do not meet the conservation purpose of the Township.

9. Bart agrees to limit the Township’s liability due to negligent acts, errors, or omissions to the total fee for services rendered on this Project.

10. All taxes imposed upon this sale and recording of the Easement shall be paid by Bart at closing. Any applicable Act 319 rollback taxes, as well as any real estate transfer tax due as a result of recording this conservation easement, are the responsibility of Bart.

11. All fees levied for the recording of the Easement shall be paid by the Township.

12. This Agreement is expressly conditioned upon the availability of funds for the purpose of funding the purchase of the Easement provided for herein. In the event that such funds are not available, Township's obligations under this Agreement shall terminate.

13. 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.

14. Bart is advised to seek independent financial advice through an experienced tax consultant. Bart has counsel of its choosing. This agreement shall not be interpreted against one party or the other as both parties contributed to the wording of this agreement.

15. All notices and communications to be given or which are given under this Agreement must be in writing, sent by registered or certified mail or overnight delivery carrier for next-day service, such as Federal Express, to the parties as follows:

If to Township:	New Hanover Township Attn: Jamie Gwynn, Township Manager 2943 North Charlotte Street Gilbertsville, PA 19525-9718
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If to Bart:	David G. Garner, Esq. 635 E. High Street, Suite 2 Pottstown, PA 19464
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16. This Agreement, and any amendment, attached or exhibit hereto constitutes the entire agreement between Bart and the Township. This Agreement may be amended only by a writing signed by the duly authorized representatives of both Bart and the Township. The representations and warranties set forth in paragraph 6 above survive Settlement.

In witness hereof, in consideration of the promises and covenants exchanged herein, the receipt and sufficiency of which is hereby acknowledged, the parties by their duly authorized representatives have agreed to the terms of this Agreement and affixed their signatures hereto on the dates noted.

BART GOLF CLUB, INC

By: _____

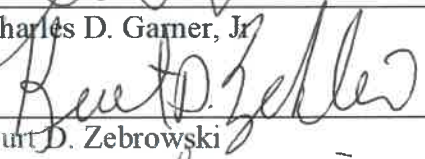
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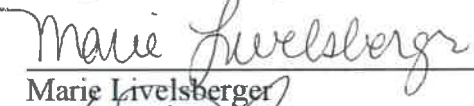
By: _____

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**NEW HANOVER TOWNSHIP
BOARD OF SUPERVISORS**


Charles D. Garner, Jr.


Kurt D. Zebrowski


Marie Livelsberger


William Ross Snook


D. W. Boone Flint

Prepared by: Andrew J. Bellwoar, Esquire
Bellwoar Kelly LLP
126 W. Miner Street
West Chester, PA 19382

Return to: Andrew J. Bellwoar, Esquire
Bellwoar Kelly LLP
126 W. Miner Street
West Chester, PA 19382

Tax ID/Parcel Nos. 47-00-04804-00-9

**DEED OF CONSERVATION EASEMENT TO THE TOWNSHIP OF
NEW HANOVER IN PERPETUITY**

This deed of Conservation Easement, is made this 3 day of December, 2020, by and between Bart Golf Club, Inc. ("Bart" or "Grantor") and New Hanover Township ("Township" or "Grantee").

BACKGROUND

- A. Grantor is the owner of all that certain land situate in New Hanover Township, Montgomery County, Pennsylvania, more particularly described in Exhibit A attached hereto consisting of FORTY SEVEN, FIVE HUNDRED AND FORTY-THREE ONE HUNDRETHS ACRES (47.543) and all buildings and improvements erected thereon ("Subject Property"): the Subject Property is part of a larger property presently known as the Hickory Valley Golf Club:
- B. The local government unit of New Hanover Township, Pennsylvania, has determined to purchase a conservation easement on and over the entirety of the Subject Property, as set forth and depicted in the plan attached hereto as Exhibit "B" (the "Easement Area");
- C. The Parties to this Agreement fully intend this transaction to be a transfer of a conservation easement or preservation easement under the Conservation and Preservation Easements Act and/or the transfer of a perpetual open-space preservation easement.
- D. All holders of liens or other encumbrances upon the subject land have agreed to release or subordinate their interests in the Subject Property to this Deed of Conservation Easement and to refrain from any action inconsistent with its purpose.

NOW THEREFORE, in consideration for the sum of FIVE HUNDRED, SEVENTY-ONE THOUSAND, THREE HUNDRED, FORTY-NINE DOLLARS AND NINETY CENTS (\$571,349.90), the receipt and sufficiency of which is hereby acknowledged,

Grantor does voluntarily grant, bargain, sell, and convey to Grantee, its successors and assigns, and Grantee voluntarily accepts, a conservation easement in perpetuity on the Easement Area, under and subject the following terms and conditions:

1. Permitted Acts – During the term of the conservation easement conveyed herein, the Easement Area shall be used for the following purposes and no other:
 - a. Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs, and furs;
 - b. The production, growing and/or harvesting of crops;
 - c. Timber, wood, and other wood products derived from trees;
 - d. A golf course and other recreational uses consistent with the Zoning Ordinance, as amended from time to time. There is an existing golf course that includes the Easement Area and permitted acts include, without limitation, changes in the evolution of the golf course use, including, without limitation, updating, renovating and remodeling of the course ;
 - e. As conservation of open land in its natural state including, but not limited to, woodlands, fallow field and managed meadow;
 - f. Such other uses as are similar to the aforesaid uses described in Subsections 1(a) through (e) above and are not prohibited under Section 3 hereof, or as otherwise approved by the Township in writing.
2. Construction of Buildings and Other Structures – The construction or use of any building or other structure on the Easement Area, other than those existing on the date of the delivery of this Deed and the updating, renovating, remodeling and replacement thereof, is prohibited except that:
 - a. The erection of fences for agricultural production and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.
 - b. The construction or use of any building or other structure for agricultural production is permitted.
 - c. The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted if the preexisting residential structure is razed or removed, and the replacement residential structure is either: erected within the footprint of the residential structure it replaces, or erected pursuant to paragraph 3.b below.
 - d. Improvements for the use and operation of a golf course, including, without limitation, irrigation systems, stormwater management, cart paths and similar amenities are permitted.

3. Restricted Uses – The following restrictions are hereby imposed and shall apply to the use of the Easement Area:
 - a. Industrial or Institutional Use. No industrial or institutional activities shall be conducted or permitted on the Easement Area.
 - b. Land Development. Grantor and Grantee agree that no land development shall be permitted on the Easement Area, as such term is defined by the New Hanover Township Subdivision and Land Development Ordinance, except that the activities permitted under paragraph 2 hereof are permitted, provided, however, the construction will not significantly affect this Conservation Easement, and the construction will otherwise comply with Township ordinances.
4. Soil and Water quality conserved – All activity on the Easement Area shall be conducted in such a manner as to conserve soil and water quality.
5. Condition of Title – In the event the Subject Property is ever sold, title to the Subject Property is subject to this conservation easement. The foregoing restriction on development and use shall be a covenant running with the land and shall be binding upon successors in title and assigns. In the event the Township acquires the Subject Property or any part thereof, the Subject Property shall not be restricted by this conservation easement as to municipal use including, but not limited to, the following: sanitary sewer, treatment, disposal and conveyancing; municipal offices and facilities (which offices can be rented or utilized from time to time by the Township to non-municipal entities for non-municipal uses); and active and passive recreational uses.
6. Responsibilities of Grantor Not Affected – Except as specified herein, this Deed does not impose any legal or other responsibilities on the Grantee, its successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Subject Property and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the Subject Property and all improvements erected thereon.

Except as set forth in the phase I environmental assessment report (RJS Project No. 13-001019-01) prepared by RJS Environmental dated August 19, 2013 in connection with the refinance by First Niagara Bank, Grantor acknowledges that Grantee has no knowledge or notice of any hazardous waste stored on or under the Subject Property. Grantee's exercise or failure to exercise any right conferred by the Conservation Easement shall not be deemed to be management or control of activities on the Subject Property for purposes of enforcement of the Act of October 18, 1988 (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

Grantor, their heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantee, its successor 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 attorney's 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.

7. Enforcement – Annually, Grantee, its successors, assigns or designees shall have a right to enter the Easement Area for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Standing to bring legal or equitable actions affecting this Easement is limited to Grantee, its successors, and assigns. Written notice of such annual inspection shall be mailed to Grantor, their 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 at a date and time agreeable to the Township and the landowner.

Grantee, its successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantee has 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 Grantee, its successors, assigns, or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, their 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.

8. Duration of Easement – The 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.
9. Conveyance or Transfer of the Subject Property – Grantor, their heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor, shall, within thirty (30) days of a change in ownership, notify the Township 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 Property 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 Montgomery County Record of Deeds.

This obligation shall apply to any change in ownership of the Subject Property. Whenever interest in the subject land is conveyed or transferred to another person, the deed conveying or transferring such land shall explicitly reference this Easement.

10. Severability – This Deed shall be construed in its entirety; however, in the event that any provision of this Deed or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed, and the application of such provision to persons and circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
11. 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.
12. Entire Agreement – This Deed constitutes the entire understanding and agreement of the Parties. The Deed may not be amended, revoked, changed, altered or modified in any manner whatsoever, other than by written unanimous agreement of the Parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

To have and to hold this Deed of Conservation Easement unto the Grantee, its successors and assigns in perpetuity.

AND the Grantor, for themselves, their heirs, executors, administrators, successors and assigns do specially warrant the Conservation Easement hereby granted.

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

GRANTOR Bart Golf Club, Inc.

By: Ronald A. Dimosanti
Ronald A. Dimosanti
Title: PRESIDENT

GRANTEE New Hanover Township

By: Charles D. Garner, Jr
Charles D. Garner, Jr
Title: Chairman
Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Montgomery :

On this, the 4th day of December, 2020, before me, the undersigned officer, in and for the said County and State, personally appeared Ronald A. Dinnocenti who acknowledged him/herself to be the President of the Bart Golf Club, Inc., owner of the Property, and in that capacity, executed the foregoing instrument for the purposes therein contained by each signing their name.

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

Commonwealth of Pennsylvania - Notary Seal
Shelly M. Sallade, Notary Public
Montgomery County
My commission expires October 11, 2022
Commission number 1247153
Member, Pennsylvania Association of Notaries

Shelly M. Sallade
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Montgomery :

On this, the 3rd day of December, 2020, before me, the undersigned officer, personally appeared Charles O. Garner, Jr., who acknowledged himself/herself to be the Chairman of **New Hanover Township** Board of Supervisors of, and that he/she, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of New Hanover Township by himself/herself as Chairman.

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

Commonwealth of Pennsylvania - Notary Seal
Shelly M. Sallade, Notary Public
Montgomery County
My commission expires October 11, 2022
Commission number 1247153
Member, Pennsylvania Association of Notaries

Shelly M. Sallade
Notary Public

BART GOLF CLUB, INC.
EASEMENT DESCRIPTION

All that certain easement covering a portion of the Bart Golf Club, Inc., located on the Southeasterly side of the Swamp Creek, and on the Southerly side of Ludwig Road, in New Hanover Township, Montgomery County, Pennsylvania described according to a Proposed Easement Plan for Bart Golf Club, Inc., as prepared by Aston Surveyors/Engineers, Inc., Boyertown, Pennsylvania, plan no. 1086-BGC-E, dated November 23, 2020, and being more fully described as follows:

Beginning at a point in the bed of the Swamp Creek on the common line of the land of Bart Golf Club, Inc. and Lot 2 of the Woodland Farms Subdivision, said point being located South 49° 08' 26" East 205.46 ft. from an iron pin at a corner of the land of Bart Golf Club, Inc., and Lots 2 and 3 of the Woodland Farms Subdivision. Thence from the point of beginning, in and through the bed of the Swamp Creek, the next thirteen courses and distances to wit:

1. North 66° 18' 23" East 18.69 ft. to a point.
2. South 73° 54' 14" East 27.73 ft. to a point.
3. North 62° 29' 10" East 58.84 ft. to a point.
4. South 73° 04' 03" East 63.17 ft. to a point.
5. South 66° 33' 43" East 58.68 ft. to a point.
6. North 36° 52' 48" East 223.57 ft. to a point.
7. South 82° 38' 34" East 235.95 ft. to a point.
8. North 48° 49' 31" East 113.58 ft. to a point.
9. South 63° 49' 12" East 166.62 ft. to a point.
10. North 71° 45' 06" East 73.46 ft. to a point.
11. North 34° 21' 36" East 183.50 ft. to a point.
12. North 79° 32' 26" East 40.98 ft. to a point.
13. North 63° 07' 10" East 521.79 ft. to a point in the bed of Ludwig Road.

Thence in and through the bed of Ludwig Road, the next three courses and distances to wit:

1. South 61° 06' 16" East 152.02 ft. to a point.

2. South $77^{\circ} 02' 43''$ East 352.75 ft. to a point.

3. South $60^{\circ} 59' 16''$ East 578.24 ft. to a point on the Northerly side of the road, a corner.

Thence crossing Ludwig Road, and along Lots 4, 3, and 2 of the John B. & Lois E. Ziegler Subdivision, and also along Lot 3 of the Lois E. Ziegler Subdivision, South $41^{\circ} 03' 53''$ West 993.40 ft. to an iron pin, a corner of this and the land of Robert Carlson & Francis Donofrio.

Thence along the land of Carlson & Donofrio, and along the land of Martyne Moyer, South $40^{\circ} 18' 55''$ West 716.56 ft. to an iron pin, a corner of this and the land of Ronald Dinnocenti.

Thence along the land of Dinnocenti, and along other lands of Bart Golf Club, Inc., and partly along Lot 2 of the Woodland Farms Subdivision, North $49^{\circ} 08' 26''$ West 1,796.62 ft. to the point of beginning.

Containing 47.543 Acres.

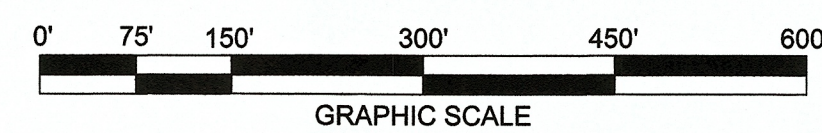
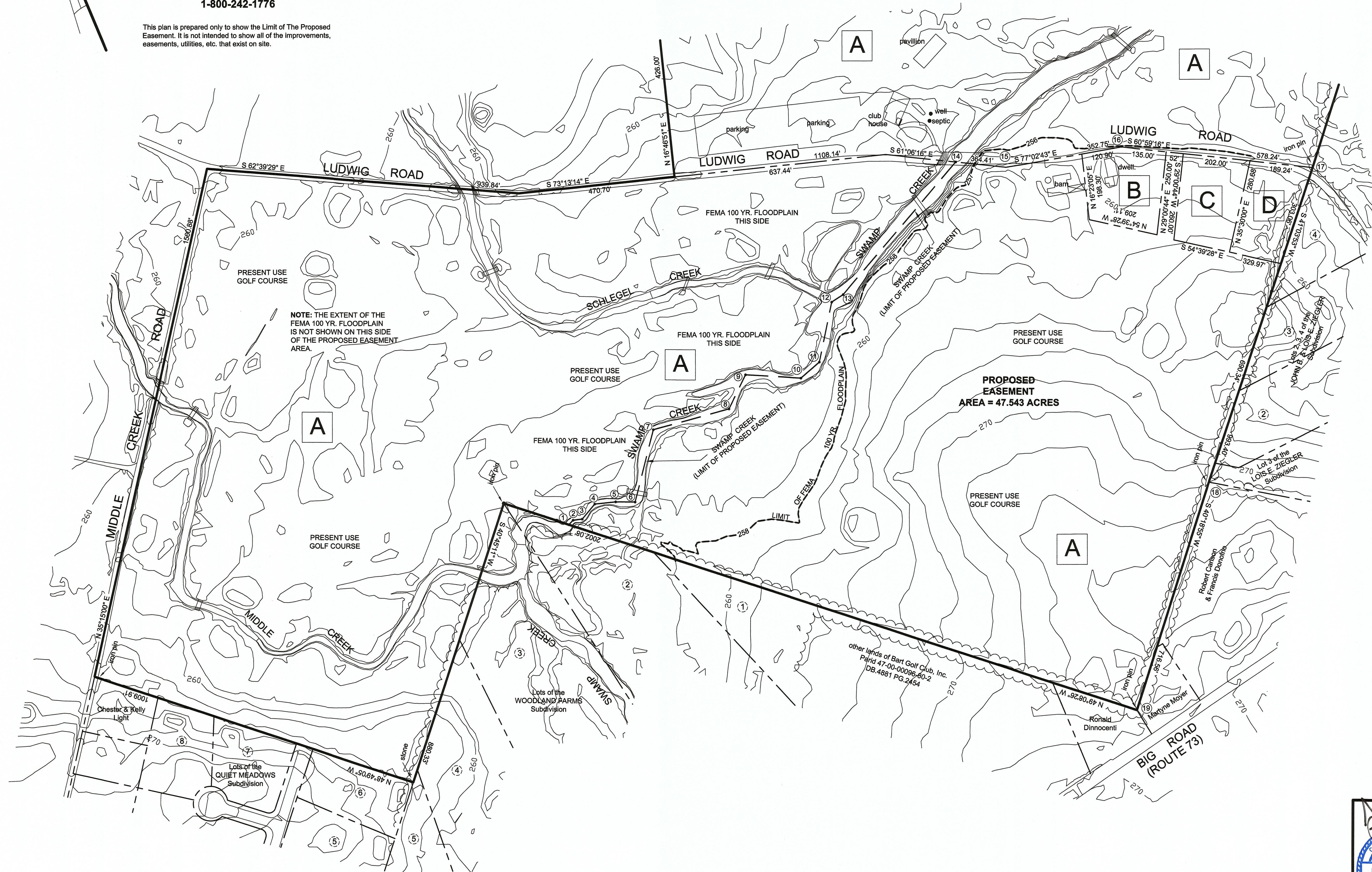


Stop-Call Before You Dig

PENNSYLVANIA ACT 187 (1996) REQUIRES
NOTIFICATION BY EXCAVATORS, DESIGNERS, OR
ANY PERSON PREPARING TO DISTURB THE
EARTH'S SURFACE ANYWHERE IN THE
COMMONWEALTH

Pennsylvania One Call System, Inc.
1-800-242-1776

This plan is prepared only to show the Limit of The Proposed
Easement. It is not intended to show all of the improvements,
easements, utilities, etc. that exist on site.



PARCEL INFORMATION

- A** - BART GOLF CLUB, INC.
PARID 47-00-04804-00-9
- B** - BART GOLF CLUB, INC.
PARID 47-00-04815-03-4
(1.223 ACRES)
- C** - BART GOLF CLUB, INC.
PARID 47-00-04815-01-6
(1.155 ACRES)
- D** - BART GOLF CLUB, INC.
PARID 47-00-04815-02-5
(1.155 ACRES)

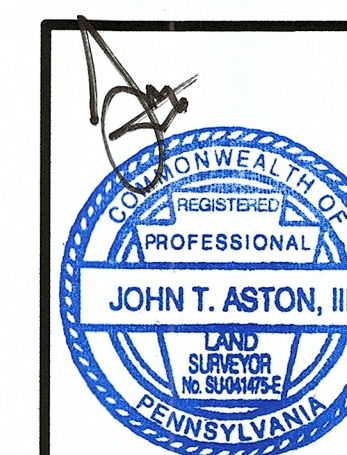
NOTE: ALL LANDS LISTED ABOVE ARE
A PART OF DB.4805 PG.52.
(REF. PLAN: PB.A-41 PG.86)

PROPOSED EASEMENT DESCRIPTION

TIE DIM:	IRON PIN TO 1	
1 - 2	S 49° 08' 26" E	205.46'
2 - 3	N 66° 18' 23" E	18.69'
3 - 4	S 73° 54' 14" E	27.73'
4 - 5	N 62° 29' 10" E	58.84'
5 - 6	S 73° 04' 03" E	63.17'
6 - 7	S 66° 33' 43" E	58.68'
7 - 8	N 36° 52' 48" E	223.57'
8 - 9	S 82° 38' 34" E	235.95'
9 - 10	N 48° 49' 31" E	113.58'
10 - 11	S 63° 49' 12" E	166.62'
11 - 12	N 71° 45' 06" E	73.46'
12 - 13	N 34° 21' 36" E	183.50'
13 - 14	N 79° 32' 26" E	40.98'
14 - 15	N 63° 07' 10" E	521.79'
15 - 16	S 61° 06' 16" E	152.02'
16 - 17	S 77° 02' 43" E	352.75'
17 - 18	S 60° 59' 16" E	578.24'
18 - 19	S 41° 03' 53" W	993.40'
19 - 1	S 40° 18' 55" W	716.56'
19 - 1	N 49° 08' 26" W	1796.62'

AREA = 47.543 ACRES

PROPOSED EASEMENT PLAN



BART GOLF CLUB, INC

NEW HANOVER TOWNSHIP
MONTGOMERY COUNTY
PENNSYLVANIA

ASTON
SURVEYORS/ ENGINEERS , INC.
101 S. WASHINGTON ST. (REAR), P.O. BOX 796
BOYERTOWN , PA , 19512
(610) 367-6565

plan date 11 - 23 - 2020
scale 1" = 150'
fin. pl. comp. ck. 11 - 24 - 20 MA
plan no. 1086 - BGC - E