

LPS - 8 (11/13)

FEDERAL PROJECT NO.	
PROJECT NAME/ROUTE	Paoli Pike Shared Use Path Segments C, D, & E/SR 2014
COUNTY	Chester
MUNICIPALITY	East Goshen Township
PARCEL NO.	UPI # 53-4-80.1 (P/O)
CLAIM NO.	
CLAIMANT	Thorndale Investment Group

AGREEMENT OF SALE (Easement)

Made on _____, 2019 by Thorndale Investment Group, the owner of property affected by the construction or improvement of the above mentioned Route, their heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the SELLER, and East Goshen Township hereinafter called the PURCHASER,

WITNESSETH:

WHEREAS the PURCHASER intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the SELLER will convey to the PURCHASER a Sidewalk Easement, a Temporary Construction Easement and other estate(s) as designated, if any, from the property or portion thereof required by the PURCHASER.

NOW, THEREFORE, in consideration of the sum of Five Thousand Six Hundred (\$5,600.00) Dollars and Seventy-Three Thousand Nine Hundred (\$73,900.00) Dollars as indirect damages and other good and valuable consideration, the SELLER hereby agrees to sell and convey to the PURCHASER and the PURCHASER agrees to purchase a Sidewalk Easement and such other estate(s), if any, as designated on the plot plan attached hereto and made a part hereof and set forth below.

NOW, THEREFORE, in consideration of the sum of Five Thousand Five Hundred (\$5,500.00) Dollars and other good and valuable consideration, the SELLER hereby agrees to sell and convey to the PURCHASER and the PURCHASER agrees to purchase a Temporary Construction Easement and such other estate(s), if any, as designated on the plot plan attached hereto and made a part hereof and set forth below.

BEING a portion of the property conveyed or devised to the SELLER by Chester County Savings and Loan Association of Pennsylvania dated February 19, 1976 and recorded in the Chester County Recorder of Deeds in Deed Book M47 at Page 317. This conveyance contains 0.020 acres (891 sq. ft.) for the Sidewalk Easement, 0.041 acres (1,792 sq. ft.) for the Temporary Construction Easement, and is identified on PURCHASER plans as Parcel 28, together with the improvements, hereditaments and appurtenances to the said easements, except those which may be agreed below to be retained by the SELLER, free and clear of all liens, charges, delinquent taxes and assessments, and of all leases, agreements and other encumbrances which the SELLER has the right to terminate or remove. The SELLER will assign to the PURCHASER all of the SELLER'S right, title and interest in those leases,

agreements, and other encumbrances which cannot be terminated or removed. The SELLER will warrant GENERALLY the property interest to be conveyed.

Reserving, however, to the GRANTOR the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the PURCHASER, from mine shafts or by means of wells located off the right-of-way.

All expenses of examination of the title and of preparation and recording of the deed shall be paid by the PURCHASER. Payment of the purchase price shall be made within ninety (90) days of the date of this agreement.

From and after the execution of this instrument, the PURCHASER, its agents and contractors, shall have the right to enter upon the premises to be conveyed for making studies, tests, soundings, and appraisals.

The SELLER does further remise, release, quitclaim and forever discharge the PURCHASER or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the SELLER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the SELLER through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

The SELLER does further indemnify the PURCHASER against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the PURCHASER.

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

SELLER:

Thorndale Investment Group

By: Jeffrey B. Holstine
GP

By: _____

*Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

PURCHASER:

East Goshen Township

By: _____
Janet L. Emanuel, Chairwoman,
Board of Supervisors

Prepared By: McMahon Associates, Inc.
840 Springdale Drive
Exton, PA 19341

Return To: McMahon Associates, Inc.
840 Springdale Drive
Exton, PA 19341

Site Location: 1594 Paoli Pike, West Chester, PA 19380

LPS - 12 (11/13)

FEDERAL PROJECT NO.	
PROJECT NAME/ROUTE	Paoli Pike Shared Use Path Segments C, D & E/ SR 2014
COUNTY	Chester
MUNICIPALITY	East Goshen
PARCEL NO.	UPI # 53-4-80.1 (P/O)
CLAIM NO.	
CLAIMANT	Thorndale Investment Group

DEED OF EASEMENT

THIS INDENTURE, made by Thorndale Investment Group owner(s) of property affected by the construction or improvement of the above mentioned Route, their heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the East Goshen Township, hereinafter called the GRANTEE,

WITNESSETH:

WHEREAS the GRANTEE intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the GRANTOR will convey to the GRANTEE a sidewalk easement and other estate(s) as designated, if any, from the property or portion thereof required by the GRANTEE,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the GRANTOR does hereby grant and convey to the GRANTEE a sidewalk easement and such other estate(s), if any, as designated on the plot plan attached hereto and made a part hereof and set forth below.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by Chester County Federal Savings and Loan Association, dated February 12, 1976 and recorded in Chester County Courthouse in Deed Book M47 Page 317. This conveyance contains 0.020 Acres (891 sq. ft.) and is identified on GRANTEE plans as Parcel 28, together with the improvements, hereditaments and appurtenances thereto and the GRANTOR warrants GENERALLY the property hereby conveyed.

Reserving, however, to the GRANTOR the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the GRANTEE, from mine shafts or by means of wells located off the right-of-way.

The GRANTOR does further remise, release, quitclaim and forever discharge the GRANTEE or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the GRANTOR through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

The GRANTOR does further indemnify the GRANTEE against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the GRANTEE.

Certificate of Residence

I hereby certify the Grantee's precise residence to be:

1580 Paoli Pike
West Chester, PA 19380

Witness my hand this _____ day of _____, _____

Agent for the Grantee

The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

GRANTOR:

Thorndale Investment Group

(Name of Entity)

BY:

Jeffrey B. Goldstone
General Partner

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity

INDIVIDUAL

STATE OF PENNSYLVANIA

COUNTY OF _____

On this _____ day of _____, 20____,
before me, _____,
the undersigned officer, personally appeared _____

_____, known to me
(or satisfactorily proven) to be the person(s) whose
name(s) _____ subscribed to the within instrument,
and acknowledged that _____ executed the
instrument for the purposes contained in it.

In witness whereof, I hereto set my hand and official
seal.

[Signature]

[Title]

[Seal]

ENTITY

STATE OF PENNSYLVANIA

COUNTY OF Philadelphia

On this 13 day of May, 2019,
before me, Amy R. Bekoff, the undersigned
officer, personally appeared Jeffrey B. Goldstone, who acknowledged h.m self
to be the General Partner [title] of
Thorndale Investment Group [name of entity],
and that as such General Partner

[title], being authorized to do so,
executed the foregoing instrument for the purposes
contained in it by signing on behalf of the entity as
General Partner [title].

In witness whereof, I hereto set my hand and official seal.

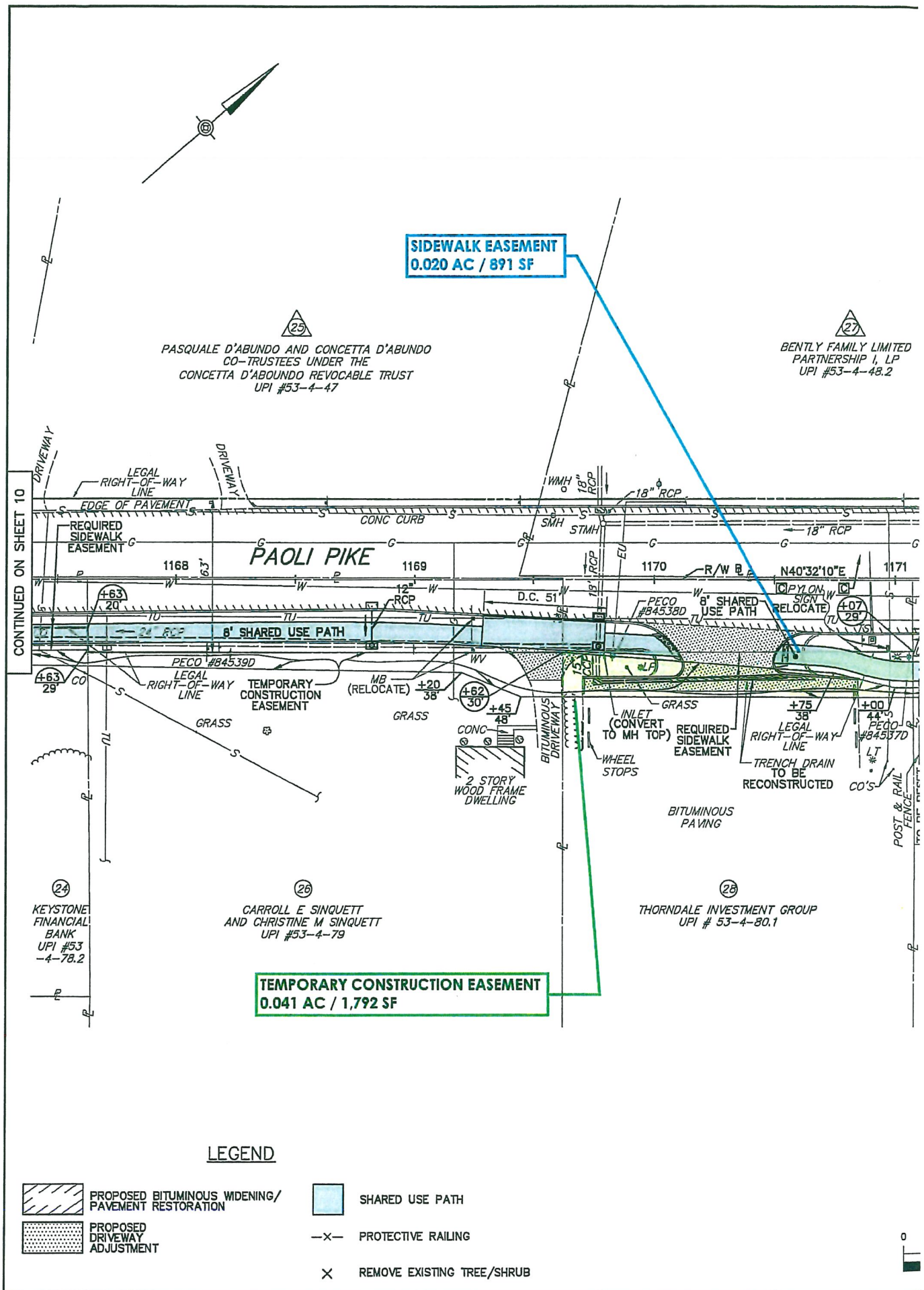
[Signature]

[Title]

[Seal]

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL

AMY R. BEKOFF, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 11, 2021



FEDERAL PROJECT NO.	
PROJECT NAME/ROUTE	Paoli Pike Shared Use Path Segments C, D & E/ SR 2014
COUNTY	Chester
MUNICIPALITY	East Goshen
PARCEL NO.	UPI # 53-4-80.1 (P/O)
CLAIM NO.	
CLAIMANT	Thorndale Investment Group

TEMPORARY EASEMENT FOR CONSTRUCTION

THIS INDENTURE, made this _____ day of _____, by Thorndale Investment Group Owner(s) of property affected by the construction or improvement of the above mentioned transportation improvement, their heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the OWNER, and East Goshen Township, hereinafter called the PURCHASER,

WITNESSETH:

WHEREAS the PURCHASER intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn real property for the above transportation improvement from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the OWNER will grant to the PURCHASER a temporary easement for construction purposes from the aforesaid property,

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) Dollars, the Owner hereby grants to the PURCHASER a temporary easement for the purpose of undertaking the above construction or improvement, said easement to extend to the area shown on the plot plan attached hereto and made a part hereof and to authorize the entry and re-entry of employees, agents and contractors of the PURCHASER upon said area to do any and all work necessary for the completion of the project, including the removal of any buildings and/or other structures located on the area covered by the easement; provided, however, that, upon completion of the project, the PURCHASER shall be obligated to restore the area covered by the easement to a condition commensurate with that of the balance of the property of the OWNER, such restoration to include removal of debris, filling of holes left by the removal of buildings or structures, draining, filling and/or capping of wells, cesspools and septic tanks; grading and sowing of grass. The estimated completion date of the construction or improvement is thirty (30) months from the start of construction. The temporary easement for construction area is 0.041 Acres (1,792 sq. ft.).

The OWNER does further remise, release, quitclaim and forever discharge the PURCHASER or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the OWNER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the OWNER through or by reason of the aforesaid construction or improvement.

The OWNER hereby indemnifies the PURCHASER for any claim made by a successor in interest should OWNER transfer the property to another prior to the completion of construction for which the temporary easement was given.

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

OWNER:

Thorndale Investment Group

(Name of Entity)

BY:

J. B. Whitne
G.P.

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

PURCHASER:

East Goshen Township

BY: _____

Janet L. Emanuel, Chairwoman,

Board of Supervisors

Prepared by and after recording please return to:
Kristin S. Camp, Esquire
BUCKLEY, BRION, McGUIRE & MORRIS LLP
118 W. Market Street, Suite 300
West Chester, Pennsylvania 19382
Telephone: 610-436-4400

UPI No. 53-4-80.1

**ADDENDUM TO DEED OF EASEMENT AND
TEMPORARY EASEMENT FOR CONSTRUCTION**

THIS ADDENDUM TO DEED OF EASEMENT AND TEMPORARY EASEMENT FOR CONSTRUCTION AGREEMENT (the "Agreement") is made this ____ day of _____ 2019 by and between **EAST GOSHEN TOWNSHIP**, a Second Class Township, Chester County, Commonwealth of Pennsylvania, located at 1580 Paoli Pike, West Chester, Pennsylvania 19380 (the "Township"), and **THORNDALE INVESTMENT GROUP**, a Pennsylvania limited partnership with an address of c/o Herbert Yentis & Company Inc., 7300 City Avenue, Philadelphia, Pennsylvania 19151 (the "Owner") and **WAWA, INC.**, a New Jersey corporation with an address of 260 W. Baltimore Pike, Wawa, Pennsylvania 19063 (the "Tenant").

BACKGROUND/RECITALS

WHEREAS, Owner is the owner of a parcel of property containing approximately 1.0 acre, located in East Goshen Township, Chester County, Pennsylvania, which is more particularly identified as Chester County Tax Parcel No. 53-4-80.1 (the "Property"); and

WHEREAS, Tenant leases the Property and operates thereon a convenience store; and

WHEREAS, on January 4, 2016, by Resolution No. 2016-140, the East Goshen Township Board of Supervisors adopted the Paoli Pike Trail Feasibility Study and Master Plan, last draft dated December 30, 2015 ("2015 Plan"), whereby the Board agreed to develop a public recreational trail (the "Trail") through certain properties within the Township primarily along the frontage of Paoli Pike; and

WHEREAS, a portion of the Trail will cross over approximately 0.020 acres or 891 square feet of the Property ("Trail Easement") in the location which is identified as the Required Sidewalk Easement on plan sheet 11 of 13 prepared by McMahon Associates, Inc. titled, "East Goshen Township Drawings Authorizing Acquisition of Right-of-Way for State Route 2014 Section PPT R/W in Chester County, dated January 24, 2018 (the "Plan"), a copy of which is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, in order to construct the Trail, the Township also requires a temporary construction easement over approximately 0.041 acres or 1,792 square feet of the Property ("Temporary Construction Easement") in the location which is identified as the Temporary Construction Easement on the Plan which is attached hereto as Exhibit "A" and incorporated herein in order to construct the Trail; and

WHEREAS, Owner has granted to the Township a permanent easement for the Trail and a Temporary Construction Easement (the "Easements") over and across the portions of the Property more particularly described in the following documents and depicted on the Plan subject to the terms and conditions set forth in the following documents:

- (i) Deed of Easement dated _____ recorded _____ in the Office of the Recorder of Deeds for Chester County on _____ in Book _____, page _____; and
- (ii) Temporary Easement for Construction dated _____ (collectively the "Easement Agreements").

WHEREAS, the parties wish to set forth the obligations of the Township with respect to the use of the Property for the Easements as granted by Owner in the Easement Agreements;

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

1. **Incorporation of Recitals.**

The Background of this Agreement is incorporated herein by reference.

Use of Permanent Trail Easement.

A. The Township and its agents, employees, contractors and subcontractors, shall be permitted and authorized to use the Trail Easement for the sole purpose of constructing, reconstructing, improving, repairing and maintaining the Trail and all necessary accessories and appurtenances used in connection with the Trail, including associated stormwater best management practices. The Township and the general public shall be permitted and authorized to use the Trail and Trail Easement solely as a recreational trail for pedestrian and non-motorized vehicle traffic subject to the rules and regulations established by the Township for the use of the Trail generally. At a minimum, the Township shall prohibit the Trail from being used by motorized recreational vehicles including but not limited to motorcycles, mini-bikes and snowmobiles, except that motorized vehicles shall be permitted to be used as necessary for handicapped accessibility and by authorized Township employees, police, or others specifically

authorized by the Township for the purpose of patrolling and maintaining the Trail Easement or accessing the Trail Easement in the case of an emergency.

B. Owner and Tenant shall not erect, maintain or allow any improvements on, over and under the Trail Easement, or take or allow any action which would affect free and unimpeded access to or use of the Trail Easement and other rights and privileges granted herein. The Township, Owner and Tenant shall prohibit barriers, structures, fences, curbs or other obstructions from impeding the free and unhampered use of the Trail Easement by pedestrian and non-motorized vehicle traffic.

C. The Township shall permit the use of the Trail Easement for only the uses which are identified in Paragraph 2.A above. No use of the Trail Easement shall interfere with Owner's or Tenant's reasonable and customary use, operation and maintenance of the Property.

2. **Term of Trail Easement/Temporary Construction Easement.**

A. The Township and its successors and assigns shall have the right to use the Trail Easement for as long as the Township, or its permitted successors and assigns, maintain the Trail as a public recreational trail. In the event the Township formally vacates or abandons the use of the Trail Easement, the Township shall forthwith notify Owner and Tenant and if requested by Owner, the Township shall execute a release in recordable form, which will memorialize that the Trail Easement granted herein is terminated and of no further force and effect. In the event the Trail Easement is terminated and the Trail abandoned, the Trail and any structures installed on the Property for the Trail shall be removed, and the ground restored substantially to its condition prior to such disturbance generally as prescribed in Paragraph 4.C., hereof.

B. The Temporary Construction Easement shall commence when the Township through its agents, employees, contractors and subcontractors commences the construction of the Trail (the "Date of Commencement") and shall continue in effect until the construction of the Trail is completed which is estimated to take 30 months. Notwithstanding this term, the Township shall be limited in the time that it works on the Property pursuant to paragraph 4.B below.

3. **Construction of the Trail.**

A. Owner and Tenant are not responsible for construction of the Trail. Any and all expenses related to the Trail and/or Trail Easement (including, but not limited to, the design, construction, maintenance and repair thereof) are to be borne by the Township. In no event shall the Owner or Tenant bear any cost whatsoever related to the design, construction, maintenance and repair of the Trail and/or the Trail Easement. The Township shall be solely responsible for obtaining and maintaining during the course of construction all necessary governmental permits that are needed to construct the Trail. The Township, through its employees, agents, contractors and subcontractors shall be solely responsible for constructing the Trail in accordance with the Plan and all

governmental permits and approvals that are issued for the Trail. The Township and its employees, agents, contractors and subcontractors shall construct the Trail in accordance with sound engineering and construction principles and shall perform any work within the Trail Easement in a good and workmanlike manner so as to create the least interference with the Property. Owner and Tenant acknowledge that there will be some level of interference with the Property as would normally be associated with the construction of a trail. The Township, through its employees, agents, contractors and subcontractors, shall not perform any work on the Property between the hours of 7:00 a.m. to 9:00 a.m. and 11:00 a.m. to 1:00 p.m. The Township, through its employees, agents, contractors and subcontractors, shall not place any trucks, equipment and materials on the Property or in any way block the access driveways or parking spaces on the Property.

B. The Township shall construct the Trail on the Property within a two-week construction period (the "Construction Period"). If the Township requires an additional two weeks to complete the construction of the Trail on the Property it must provide Owner and the Tenant at least one-week written notice of the need to extend the Construction Period. If the Township requires more than four weeks to complete the construction of the Trail on the Property, the Township must provide at least one-week written notice to Owner and Tenant to extend the amount of time to complete the work on the Property. Owner and Tenant must provide written consent for additional time to complete the construction of the Trail on the Property.

C. The Township, promptly following or exercising its rights and privileges hereunder to construct the Trail shall backfill any areas excavated, compact the ground as may be appropriate and fully restore the surface of the ground to substantially its condition prior to such disturbance, (except for the cartway of the Trail which shall be improved with an asphalt surface, and cement concrete curb ramps at intersections). Any areas outside of the cartway of the Trail which were disturbed during the construction of the Trail shall be filled, compacted and seeded with grass as may be necessary to restore the surface of the Property to substantially its condition prior to such disturbance or with equal surfacing of gravel, macadam, concrete or other improved surface as the case may be. The Township's obligation to restore the Property shall commence upon completion of the construction of the Trail on the Property. If as a result of the construction, reconstruction or maintenance of the Trail on the Property or the use of the Trail Easement, the Property is damaged, the Township shall restore the same to the condition which existed prior to such disturbance.

D. The Township shall not permit any claim, lien or other encumbrance arising from the construction of the Trail on the Property to accrue against or attach to the Property. If any such claim or lien is filed against the Property as a result of work performed or materials provided for the construction of the Trail, the Township shall satisfy said claim as promptly as possible and shall defend, indemnify and hold harmless the Owner and Tenant.

4. **Maintenance of the Trail.**

The Township, at its sole cost and expense, shall be responsible for any and all year-round maintenance of the Trail which is constructed within the Trail Easement. The Trail and associated stormwater best management practices shall be maintained in accordance with the policy adopted by the Board of Supervisors of the Township for maintenance of the Paoli Pike Trail as the same may be amended from time to time by resolution of the Board. A copy of the policy adopted by the Board of Supervisors is attached hereto as Exhibit "B". The Township, for itself and its successors and assigns, hereby covenants and agrees to continuously maintain, repair, replace and reconstruct the Trail and associated stormwater best management practices within the Trail Easement so as to provide a safe, non-motorized vehicle and pedestrian recreational trail.

5. **Indemnity and Insurance.**

A. The Township agrees to indemnify, defend and hold harmless Owner and Tenant and their respective officers, directors, employees and agents from and against any damage, liability, claim, settlement, cost and expense, award, judgment, damage, fine, fee, or other loss (collectively referred to as "Damage" or "Damages") suffered by Owner and Tenant, arising out of (1) any injury and/or loss and/or Damage caused by the acts or omissions, or intentional misconduct of the Township or its agents, employees, contractors, subcontractors, assigns or successors-in-interest, in the construction and maintenance of the Trail and its performance of its responsibilities hereunder; or (2) any personal injury or death or property damage or Damages resulting from the use of the Trail Easement after the date of this Agreement, including, without limitation, any use by the general public or by the Township or any of its agents, employees, licensees, contractors, subcontractors and invitees; provided however, that such injury or damage was not caused by the gross negligence or willful misconduct of Owner; or (3) personal injury or death, property damage or Damages resulting from any trespass or entry into or onto the Property from the Trail by a user of the Trail.

B. Nothing in this Agreement limits the ability of the Township or Owner or Tenant to avail themselves of the protections offered by any applicable law affording immunity to the Township 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).

C. The Township shall obtain and maintain during the entire term of this Agreement adequate public liability and property damage insurance policies covering any injury, death or property damage resulting in any way from the use of the Trail Easement on the Property. Such insurance policies shall provide bodily injury, including death, and property damage coverage in the minimum amount of One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000.00) Dollars in the aggregate. The insurance policies shall be occurrence based and shall name Owner and Tenant as additional insured, and copies of the insurance policies shall be provided to Owner and Tenant upon request. The insurance policies shall provide that such policy

may not be cancelled without first giving Owner and Tenant 30 days' prior written notice of cancellation.

6. **Covenants Running with the Land.**

The covenants and obligations of this Agreement shall be covenants running with the Property and the parties hereto agree for themselves and their successors and assigns that in any deed of conveyance of all or any portion of the Property to any person, partnership, corporation, or other entity that said covenants and obligations shall be incorporated herein by reference to this Agreement and the recording hereof as fully as if the same were contained therein. Owner's and Tenant's liability under this Agreement shall be limited to their respective interests in the Property and upon Owner's transfer of legal title to the Property to a transferee such transferee shall automatically assume all of the liabilities of the Owner which shall accrue during the term of such transferee's ownership and Owner shall be relieved of all further liability under this Agreement.

7. **Enforcement.**

If either party determines that this Agreement is being or has been violated by the other party, the non-defaulting party may, in addition to other remedies available at law or in equity, seek injunctive relief to specifically enforce the terms of this Agreement or to restrain present or future violations of this Agreement.

8. **Notices.**

The Township shall provide to Owner and Tenant prior notice of at least 48 hours before the initial entry upon the Property for the purpose of commencing any work on the Trail. The notice shall be via telephone, email and overnight mail to the addresses listed in this paragraph. Any notice or other communication given hereunder or pursuant hereto shall be in writing and shall be personally delivered (in which event such notice shall be deemed effective only upon such delivery), or sent by a nationally-recognized overnight delivery service (which provides a receipt of delivery), or delivered by mail, sent by registered or certified mail, postage prepaid, return receipt requested, to such party at the address set forth below:

If to Township: East Goshen Township
Attn: Manager
1580 Paoli Pike
West Chester, Pennsylvania 19380
Phone (610) 692-7171
Email: rsmith@eastgoshen.org

With a copy to: Buckley, Brion, McGuire & Morris LLP
Attn. Kristin S. Camp, Esquire
118 W. Market Street, Suite 300
West Chester, Pennsylvania 19382
Phone (610) 436-4400
Email: kcamp@buckleyllp.com

If to Owner: Thorndale Investment Group
c/o Herbert Yentis & Company Inc.
7300 City Avenue
Philadelphia, Pennsylvania 19151
Phone: (215) 878-7300
Email: jeffg@yentis.com

With a copy to: Michael E. Adler, Esquire
Law Offices of Michael E. Adler, Esquire
Phone: (215) 485-0542
Email: madler@yahoo.com

If to Tenant: Wawa, Inc.
Attn: Molly H. B. Perrin
Senior Real Estate Specialist
260 W. Baltimore Pike
Wawa, PA 19063
Phone: (610) 358-8000
Email: Molly.Perrin@wawa.com

With a copy to: Wawa, Inc.
Attn: Natalie Capuano, Esquire
260 W. Baltimore Pike
Wawa, PA 19063
Phone: (610) 742-8091
Email: Natalie.Capuano@wawa.com

All notices shall be deemed given when received. A party may change its address by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received, the last address and addressee stated by written notice, or as provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

9. **Miscellaneous Provisions.**

A. **Recording.** This Agreement shall be recorded in the Recording Office.

B. Waiver. No waiver by either party of any breach or default on the part of the other of any terms, covenants, or conditions of this Agreement shall be deemed or construed to constitute a waiver of any subsequent similar breach or default.

C. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

D. Amendment. This Agreement may not be amended except by written instrument signed and acknowledged by the Township, Owner and Tenant.

E. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.

F. Integration. This Agreement, together with the Exhibits attached hereto, each of which is incorporated herein by this reference, sets forth the entire agreement among the parties with respect to the subject matter hereof.

G. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. Assignment. The Township may assign its right under this Agreement with the written consent of Owner and Tenant, such consent not to be unreasonably withheld. If assigned, the proposed assignee will maintain the Trail as a public recreational trail and assume all obligations of the Township which are imposed herein.

I. Area and Bulk Requirements. The Trail on the Property shall not be included in calculations of maximum permitted impervious coverage percentage or any other area and bulk requirements with respect to the Property or the future development thereof.

J. Consideration. The Township has ordered appraisals of the value of the Trail Easement and Temporary Construction Easement that Owner has agreed to grant pursuant to the Easement Agreements. The Township has agreed to pay Owner consideration in the amount of \$85,000.00 based on the appraisals. Owner has requested additional consideration in the amount of \$4,590.00. The Township has to agreed to pay this additional consideration given that if Owner did not grant the necessary easements, the Township would have to condemn the necessary easements and incur additional legal expenses and costs.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

ATTEST:

EAST GOSHEN TOWNSHIP

Louis F. Smith, Jr., Secretary

By:

Janet L. Emanuel, Chairman

ATTEST:

**OWNER:
THORNDALE INVESTMENT GROUP**

Maxine Durbin

By:

Jeff B. Holube
Name: *JEFFREY D. GOLDSSTONE*
Title: *G. Partner*

ATTEST:

**TENANT:
WAWA, INC.**

By:

Name:
Title:

COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF CHESTER :

On this, the _____ day of _____, 2019 before me, the undersigned officer, personally appeared Janet L. Emanuel, who acknowledged herself to be the Chairman of the Board of Supervisors of EAST GOSHEN TOWNSHIP, and that she, being authorized to do so, executed the within instrument for the purposes therein contained.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA:

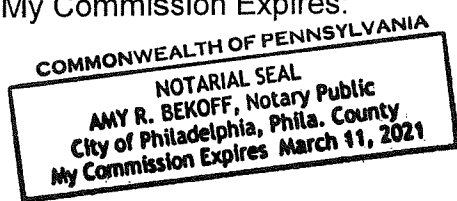
COUNTY OF Philadelphia ^{SS} :

On this, the 21 day of May, 2019 before me, the undersigned officer, personally appeared Jeffrey Boldstare, who acknowledged him/herself to be the General Partner of Thorndale Investment Group and that he/she, being authorized to do so, executed the within instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Amy R. Bekoff
Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF _____ :

On this, the _____ day of _____, 20__ before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of Thorndale Investment Group and that he/she, being authorized to do so, executed the within instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT A

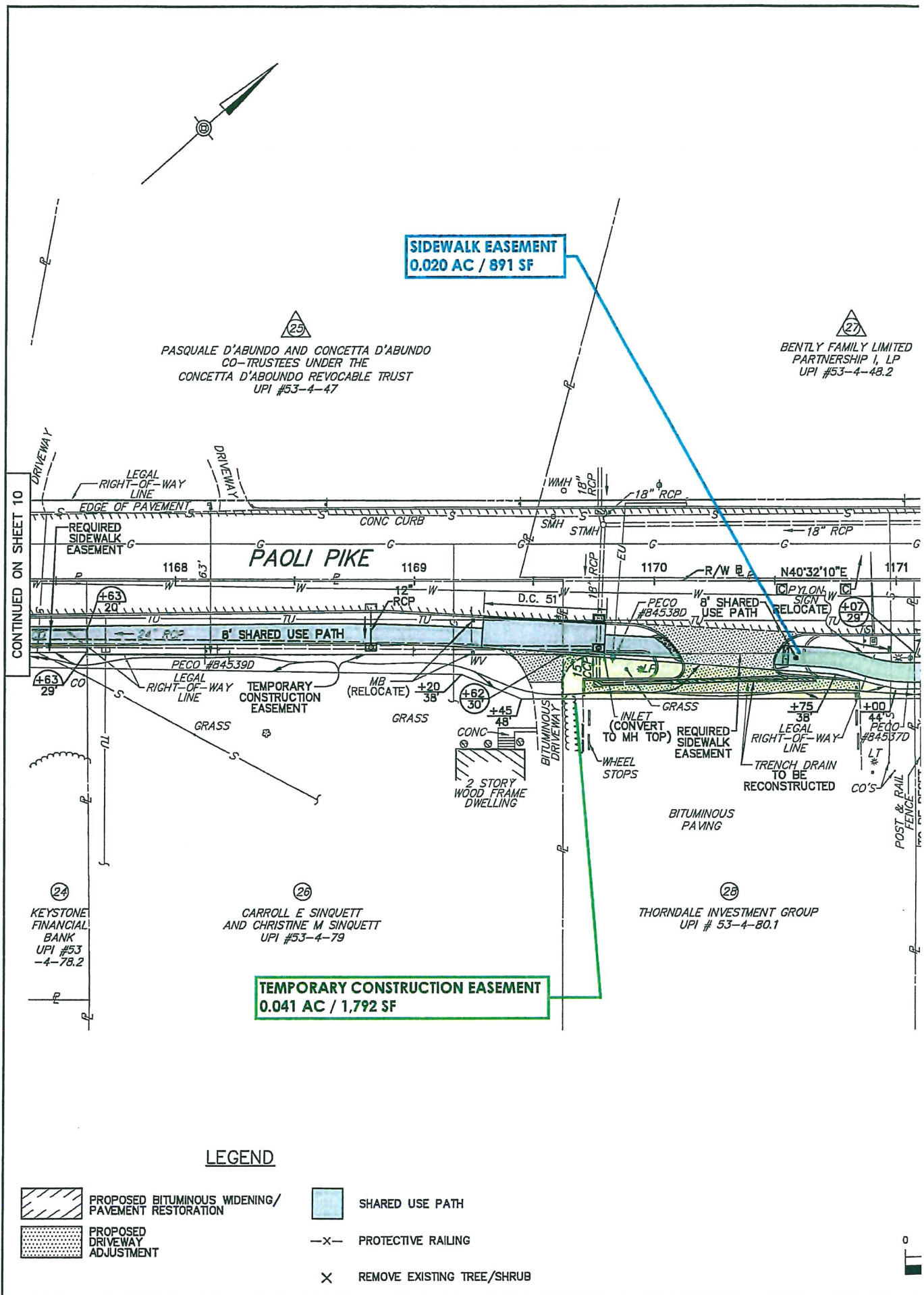


EXHIBIT B

EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2019-184

WHEREAS, the Township has developed a master plan for a multimodal trail (the "Trail") to be constructed along Paoli Pike from Airport Road to Line Road (the "Trail Project"); and

WHEREAS, portions of the Trail will be constructed within areas of right-of-way of Paoli Pike and Boot Road and areas of easements which the Township intends to acquire from owners of various parcels of real property along Paoli Pike and Boot Road; and

WHEREAS, the Township will construct and maintain the trail area within the acquired easement areas throughout the length of the trail;

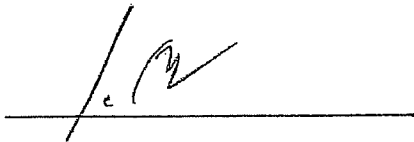
WHEREAS, the Township has established the "Paoli Pike Trail Maintenance Policy";

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of East Goshen Township as follows:

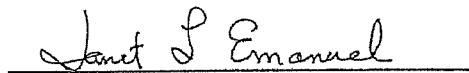
The Township approves the Paoli Pike Trail Maintenance Policy and authorizes the Public Works Director to implement the Paoli Pike Trail Maintenance Policy.

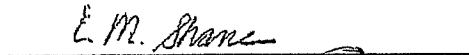
RESOLVED this 7th day of JANUARY, 2019.

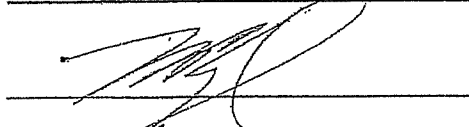
ATTEST:

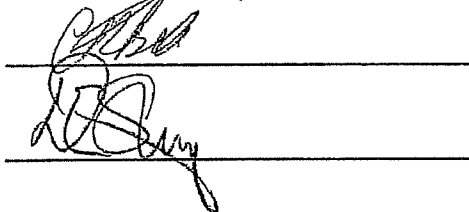


**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**









East Goshen Township

Paoli Pike Trail Maintenance Policy

Introduction:

East Goshen Township will design and construct a Pedestrian and Bicycle trail along Paoli Pike within East Goshen Township. The Township will secure permanent Sidewalk, traffic signal and temporary construction easements (easement areas) from individual property owners along the length of the trail. The Township Board of Supervisors has determined that year round maintenance of the trail is necessary for the safety of the trail users. Outlined below is the trail maintenance that the Township will perform along the Paoli Pike Trail adjacent

Regular Maintenance:

The following maintenance will be conducted regularly within the sidewalk easement, as determined by the Public Works Department.

Trash Collection: Empty trash receptacles within the easement

Litter collection: Pick up litter within the easement

Tree Limb Trimming: Trim tree limbs that encroach into the easement area to a height of 8 feet above the trail surface

Tree Maintenance: Trees within the easement area will be maintained

Trail Surface Maintenance: The trail surface will be maintained as needed

Trail Signage Maintenance: Signage along the trail shall be maintained as needed

Trail Fencing: Trail fencing shall be maintained as needed

Benches and Bike racks: Benches and bike racks shall be maintained as needed

Grass Maintenance:

The following maintenance to the grass areas within the easement between the trail surface and Paoli Pike easements will be done regularly during the growing season (May 1 – September 30), as determined necessary by the Public Works Department.

Grass Cutting:

- Grass will be cut as needed within the easement
- Grass will be cut between the easement and the vehicle cartway(s)

Grass Trimming:

- Grass will be trimmed as needed within the easement
- Grass will be trimmed as needed between the easement and the vehicle cartway(s)

Winter Maintenance:

The following winter maintenance will be done as necessary after winter weather events along the trail easement upon completion of all winter maintenance on all township roads.

Snow removal: Snow will be physically removed from the trail surface as necessary

Ice removal: Ice will be removed from the trail surface with salt as necessary