



**NEW GARDEN TOWNSHIP
BOARD OF SUPERVISORS
BUSINESS MEETING AGENDA
November, 17 2025
New Garden Twp. Board Room
299 Starr Rd.
Landenberg, PA 19350**

Helpful Links

Public Meeting Livecast (YouTube) - <https://www.youtube.com/@NewGardenTownship/streams>
Subscribe to Receive Township Email Notifications - <https://www.newgarden.org/list.aspx>

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ANNOUNCEMENT OF EXECUTIVE SESSIONS

4. PUBLIC COMMENT (3-minute time limit)

5. PUBLIC COMMENT ON AGENDA ITEMS

6. PUBLIC HEARING

7. RECOGNITIONS

8. PRESENTATIONS

- a. Mason-Dixon/Arc Corner Heritage Interpretation and Connectivity Plan – Brandywine Conservancy
- b. Air Quality (H2S)/Phorid Update – American Mushroom Institute

9. MINUTES

- a. Approval of Meeting Minutes from 10-20-25.

10. TREASURER'S REPORT

- a. Approval of paid invoices \$22,980.00 and unpaid invoices \$228,546.23 totaling \$251,526.23.

11. PUBLIC SAFETY REPORT

- a. Avondale Fire Company – None
- b. Southern Chester County Region Police – None

12. MONTHLY DEPARTMENT REPORT

- a. Monthly Manager Department Report – October 2025

13. UNFINISHED BUSINESS

14. NEW BUSINESS

- a. **White Clay Point Settlement Agreement** – consideration to approve the terms of the Second Amendment to the Settlement Agreement.
- b. **Smedley Preserve MS4 Update** – presentation on the Smedley Preserve MS4 project.
- c. **East End Hangar Development Project** – consideration to authorize the PIB loan financing in the amount of \$593,000.00, pending approval of grant funding of \$700,000.00 from the PA State Capital Budget Program, to support the East End Hangar Development Project.
- d. **147 Maple Lane Waiver Request** – consideration to approve the Subdivision and Land Development Ordinance (SLDO) waiver request.
- e. **1506 Yeatmans Station Road** – consideration to approve the Natural Resource Protection Article waiver request.
- f. **Pleasantville Farms Escrow Release #2** – consideration for a reduction of secured funds for Pleasantville Farms in the amount of \$38,587.22, leaving a balance of \$48,194.39.
- g. **Copperleaf Ridge Escrow Release #8** – consideration for a reduction of secured funds for Copperleaf Ridge (formerly Rouse Chamberlain) in the amount of \$295,877.40, leaving a balance of \$655,220.15.
- h. **Resolution 2025-16 – Penn Green Road Detour** – consideration to approve Resolution 2025-16 for the Penn Green Road detour plan.
- i. **Resolution 2025-17 – SCCEMS LSA Grant** – consideration to approve Resolution 2025-17 for an LSA Grant in the amount of \$77,387.26 for the Advanced Life Support (ALS) paramedic responder vehicle for Southern Chester County EMS (SCCEMS).
- j. **Mason-Dixon/Arc Corner HIP** – consideration to accept the Mason-Dixon/Arc Corner Heritage Interpretation and Connectivity Plan as presented.

15. MANAGER’S REPORT

- a. Communications Strategy Discussion
- b. Air Brakes Ordinance Discussion

16. LEGISLATION

- a. Resolution 2025-16 – Penn Green Road Detour
- b. Resolution 2025-17 – SCCEMS LSA Grant

NOTICES:

November 19, 2025	7:00 p.m. – Planning Commission Meeting
November 22, 2025	8:00 a.m. – 11:00 a.m. New Garden Gobbler
November 27 & 28, 2025	Thanksgiving Holiday – Twp. Offices Closed
December 3, 2025	7:30 p.m. – Historical Commission Meeting
December 5 - 12, 2025	Letters to Santa
December 7, 2025	5:00 – 7:00 p.m. Cookies with Santa
December 9, 2025	5:30 p.m. Parks & Recreation Board Meeting
	7:00 p.m. Open Space Review Board Meeting
December 11, 2025	7:00 p.m. Public Safety Commission Meeting
December 15, 2025	Board of Supervisors Meeting

Mason-Dixon Arc Corner Heritage Interpretation & Connectivity Plan

November 17, 2025



Overview

Overview

The Mason-Dixon Arc Corner Heritage Interpretation and Connectivity Plan is the result of a multi-municipal planning project funded by the Chester County Vision Partnership Program (VPP) involving four municipalities (London Britain, Franklin, New Garden, and Elk)

The goal was to identify heritage centers as well as related interpretive sites, including thematic and physical connections, in alignment with the heritage interpretive concept put forth in the 2024 Chester County Heritage Tourism Plan.

Guided by the model established in the Brandywine Battlefield Heritage Interpretation and Connectivity Plan, this plan is intended to serve as a guide for the municipalities by establishing a framework for interpretation of themes and stories at selected sites. It provides an opportunity to recognize the rich history of this region, convey the expansive stories of the boundary lines, and set the stage for a cohesive network of sites that connect people to that history and those stories through places linked to them.



Plan Scope

Within the study area, this plan focuses on the identification and establishment of sites as defined by the county-wide Heritage Interpretation Network. Sites were included based on assessments that focused on public accessibility, historic associations, orientation, and the thematic framework. The study team explored opportunities to connect the sites through active transportation, such as sidewalks, trails, and bikeways, as well as through vehicular means.

Specifically, the Heritage Interpretation and Connectivity Plan aims to:

- Help define the identity of this region through its history. Through the refinement of heritage themes and implementation of heritage interpretation strategies, the history of the region is collectively told without repetition across township borders.
- Serve as a guide for how heritage and culture should be addressed and communicated. This plan considers how heritage can be interpreted over time by considering the short-term activation of identified places to long-term build-outs of heritage centers and sites.
- Identify sites with varying capacities for interpretation and interpretive media as defined by the Heritage Interpretation Network.
- Propose implementable strategies that support the goals and objectives of the plan.



Landsberg Village, New Garden Township



White Clay Creek, London Britain Township



Meadow, Franklin Township



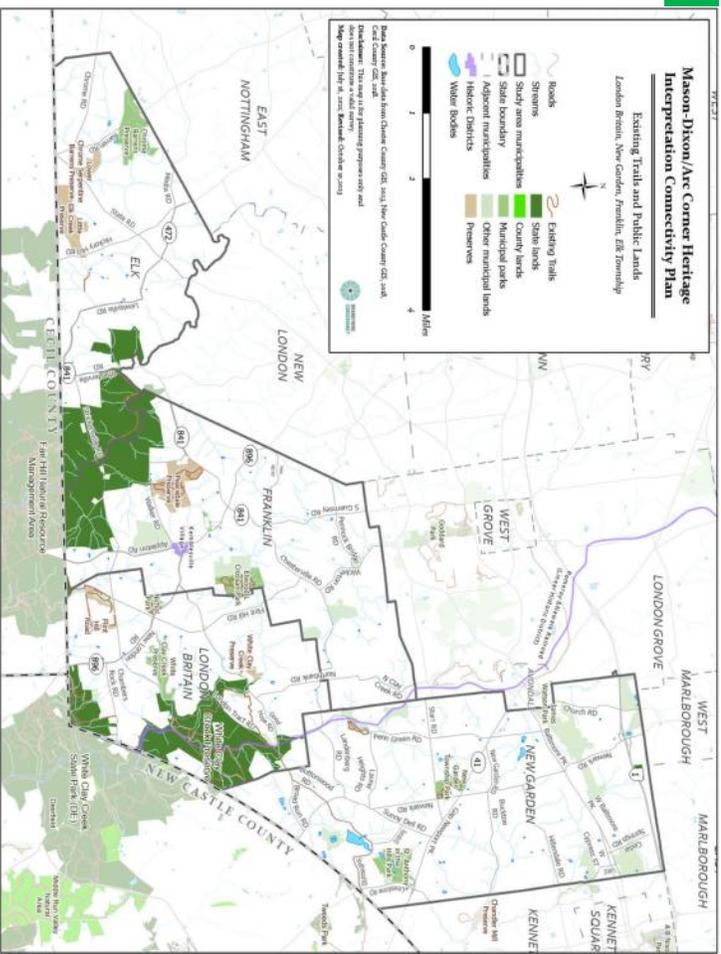
Farm, Silk Township

Study Area & Goals

An overarching goal for heritage interpretation efforts moving forward should be that all future planning continues to work with the DCNR, CCCPC, and other regional interpretive networks (Oxford Region & the Kennett Path to Freedom)

Specifically, five goals were created:

- Develop and implement a multi-municipal plan that promotes thematic and physical heritage interpretation and connectivity between key sites within the project study area
- Identify opportunities to expand heritage interpretation, local small-scale heritage tourism, and education about the Mason-Dixon Line, Arc Boundary, and other identified themes coordinated among the four partner municipalities
- Identify methods that can be used to promote a deeper visitor and resident understanding and appreciation for the region's history and the people who played a role in it, and for the surrounding landscape, especially as these relate to the Mason-Dixon/Arc Corner stories
- Analyze and identify potential opportunities to promote connectivity between key sites.
- Develop an overarching brand identity which is essential to enhancing the visibility, comprehension, and accessibility of these sites.



New Garden Park Interpretive Center

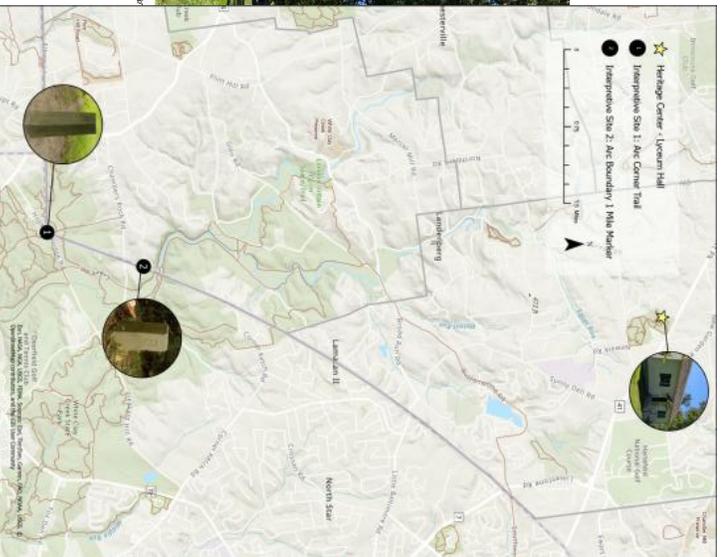
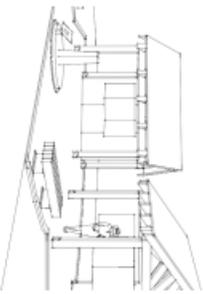
New Garden Township Park, located near the center of the township, is proposed as an outdoor Heritage Center that relates the rich local heritage of the township as well as the story of the Arc Boundary. Here, township residents can be engaged and provided with information about these stories as well as be guided to other interpretive sites within the region. New Garden Township Park is prominent for its size and facilities, including the Township Municipal Building, recreational fields, walking paths, and parking areas. New Garden's historic Lyceum building has been relocated to the park and is proposed as the vicinity for orientation and interpretive exhibits.

The southern boundary of New Garden Township is the Arc, and the park provides an opportunity for an interpretive installation that highlights that story, including exterior exhibits and additional interior exhibits in the Lyceum. The Lyceum will host exhibits on the history of New Garden Township as it does currently. This proposal is intended to introduce the Arc story in a location where it is likely to be seen by a large number of the general public



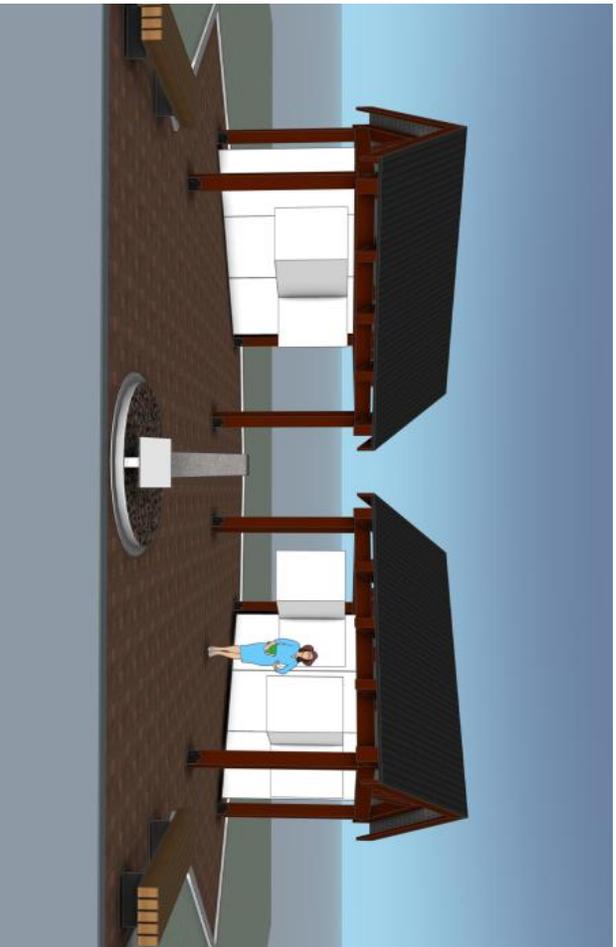
The Lyceum Building was moved from its original location and placed in New Garden Township Park. Though open to the public, it could provide additional interpretive space to expand on the narratives told at the outdoor exhibit.

A sketch of the proposed interpretive gaze, a rendering is provided on the following page.



New Garden Park Interpretive Center

Proposed Heritage Center Concept



Proposed Heritage Center Location



New Garden Agricultural Landscape Interpretive Sites

Predominantly an upland landscape that was converted to farmland upon settlement by Europeans beginning in the 1720s, the Mason-Dixon/Arc Corner Region largely retains its rural agricultural character despite suburbanization since the 1960s.

Interpretation may focus on people, settlement patterns, farm landscapes, the role of crossroads villages in the agricultural community, three centuries of agricultural development, and suburban transformation

The following sites were identified in New Garden Township:

- New Garden Meeting House
- Landenberg Village
- Landenberg Junction Trail
- Laurel Woods Trail



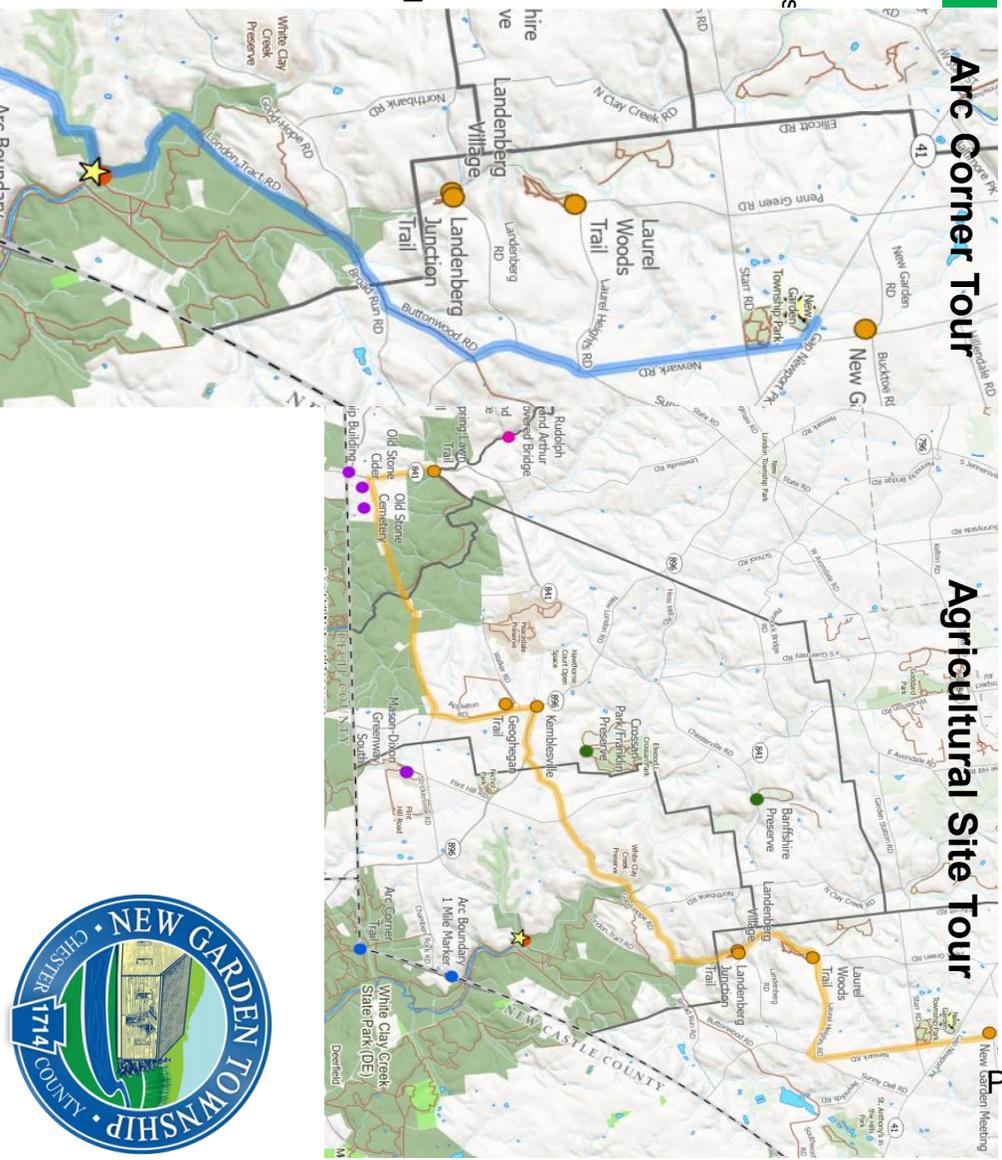
Site Connectivity - Regional Driving Tours

Organized driving tours offer an excellent way to connect, in a cohesive and meaningful manner, sites that have limited or no pedestrian access in a cohesive and meaningful manner. These tours can be designed to narrate a story centered around the key themes outlined in this plan.

Additionally, the driving tour directions can include prompts that highlight significant landscapes along the route, such as historic sites, active farms, and preserved lands that are visible from the road but not open to the public.

Two of the proposed tours involve New Garden:

- **Arc Corner Driving Tour**
 - Distance - 8 miles
 - Drive time - ~15 Minutes
 - Requires short hike to see Arc Corner Monument and Boundary 1 Mile Marker
- **Agricultural Site Driving Tour**
 - New Garden Meeting to Landenberg
 - Landenberg to Kemplesville
 - Kemplesville to Spring Lawn Trail
 - Total Distance - 12.3 miles
 - Total Drive time - ~21 minutes



Identity & Branding

An overarching brand identity is essential to enhance the visibility, comprehension, and accessibility of these sites. By establishing a clear and consistent brand, the connected sites can present a unified narrative that emphasizes their collective significance in relation to the Mason-Dixon/Arc Corner Region. A strong brand identity will also facilitate effective wayfinding, making it easier for visitors to navigate the region and appreciate the broader historical context.

The following considerations are recommended:

Strategic Application of Brand Identity

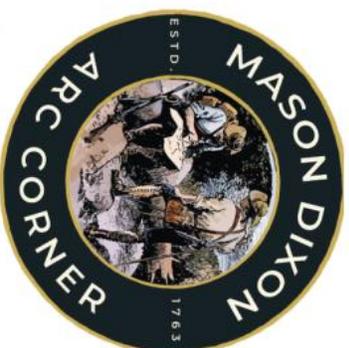
- Wayfinding & Interpretive Signage
- Print Materials
- Digital Presence
- Merchandising
- Events & Exhibitions

Professional Design System

- Logo & Visual Elements
- Design Guidelines
- Templates & Assets

Adapting for Volunteer Organizations

- Pre-Designed Templates
- Small Quantity Digital Printing
- Shared Resources
- Training & Guidance
- Partnerships & Sponsorships



New Garden Implementation Plan

The completion of the recommendations falls to many different partners, including private property owners, volunteers, nonprofit organizations, municipalities, and county government. While some efforts may be advanced by one entity, some may benefit from multiple partners and could be implemented in a joint manner. Continued collaboration among different partners will be critical in ensuring the successful implementation of the recommended actions. As a regional effort, it is recommended that a Friends Group be formed to take primary responsibility for the project.

NEW GARDEN TOWNSHIP PARK HERITAGE CENTER RECOMMENDATIONS					NEW GARDEN TOWNSHIP INTERPRETIVE SITE RECOMMENDATIONS				
NO.	RECOMMENDATION	PRIORITY	LEAD PARTIES	PARTNERS	NO.	RECOMMENDATION	PRIORITY	LEAD PARTIES	PARTNERS
NGT.1	Engage with staff at New Garden Township to further develop the conceptual design for the outdoor Heritage Center in New Garden Township Park and additional exhibits in the Lyceum Building.	ST	FG, NGT	NGT	NGT.7	Continue engaging and collaborating with Interpretive Site property owners or managing organizations to develop content relating to the themes highlighted in this plan.	O	FG, NGT	LBT, ET, FT, DCNR
NGT.2	Identify funding sources, either through grants, fundraising, or private donors.	ST	FG, NGT	Friends of White Clay Creek Preserve, LBT	NGT.8	Develop draft content for interpretive sites in consultation with Interpretive Site property owners or managing organizations. Prioritize sites with existing bulletin case holders that can be refurbished and refreshed with new interpretive media.	ST	FG, NGT	LBT, ET, FT, DCNR, CCPC
NGT.3	Acquire funding through the identified sources to plan and construct the Heritage Center interpretive plaza.	MT	FG, NGT	Friends of White Clay Creek Preserve, LBT	NGT.9	Engage design professionals to finalize draft content to ensure engaging material, cohesive graphic identity, and visual appeal.	MT	FG, NGT	CCPC
NGT.4	Engage a landscape design firm to site the Heritage Center, formalize design, and develop construction drawings for the interpretive plaza and pavilion.	MT	FG, NGT	NGT	NGT.10	Fabricate and install interpretive media elements using the recommendations provided in Chapters 4, 5, and 6 of this plan.	MT	FG, NGT	LBT, ET, FT
NGT.5	Construct the Heritage Center and site elements.	LT	FG, NGT	NGT Planning Commission	NGT.11	Coordinate with Friends of the New Garden Trails to update media on their website to include reference to the Mason-Dixon/Arc Corner Heritage Interpretation Network Interpretive Sites located at Landenberg Junction and Laurel Woods Trails.	MT	FG, NGT	Friends of the New Garden Trails
NGT.6	Develop content, fabricate and install interpretive media. Consider developing bilingual English/Spanish interpretive panels for this site.	LT	FG, NGT		NGT.12	Regularly maintain the Landenberg Junction and Laurel Woods Trails for visitor safety and use. Repair or replace existing picnic tables or benches located at the trailheads or along the trail to encourage use.	O	NGT	FG, Friends of the New Garden Trails
					NGT.13	Thin vegetation and remove invasive species near the Laurel Woods Trail viewing platform to restore the view.	ST	NGT	FG, Friends of the New Garden Trails
					NGT.14	Install tags or inconspicuous markers along the Laurel Woods Trail to identify trees from the completed Tree Survey.	MT	NGT	FG, Friends of the New Garden Trails
					NGT.15	Develop additional engaging activities, similar to "Follow the Pommie Doodle," for the Landenberg Junction and Laurel Woods Trails that can help engage students and interested visitors in finding the elements of the railroads and other historical features in the landscape.	MT	FG, NGT	Friends of the New Garden Trails

Questions?





MASON-DIXON/ARC CORNER

HERITAGE INTERPRETATION AND
CONNECTIVITY PLAN



PLANNING TEAM

BRANDYWINE CONSERVANCY

Sarah Sharp
Beth Burns

HERITAGE STRATEGIES

Peter Benton
Heather Reiffer

MILLER DESIGNWORKS

Scott Sharadin

GRANT MONITOR

CHESTER COUNTY PLANNING COMMISSION

Jeannine Speirs, Senior
Community Planner

MEMBERS OF THE PROJECT TASK FORCE

LONDON BRITAIN TOWNSHIP

Aileen Parrish, Supervisor
Brian Sachs, Supervisor
Eric Baker, Historical Commission
Don Morgan, Planning Commission
Stephanie Town, Planning Commission

FRANKLIN TOWNSHIP

Jeff Eastburn, Operations Manager
Dave Gerstenhaber, Supervisor
Donna Dea, Supervisor
Dawn Dowling, Supervisor
Paul Lagassé, Historical Commission
Paul Overton, Parks, Recreation, and Open Space Board

NEW GARDEN TOWNSHIP

Christopher Himes, Township Manager
David Unger, Supervisor
David Hawk, Historical Commission

ELK TOWNSHIP

Michael Corcoran, Secretary/Treasurer
Mark Gruber, Planning Commission
Mary Gruber, Historical Commission
Milt Rudy, Supervisor
Pal Durborow, Trail Coordinator



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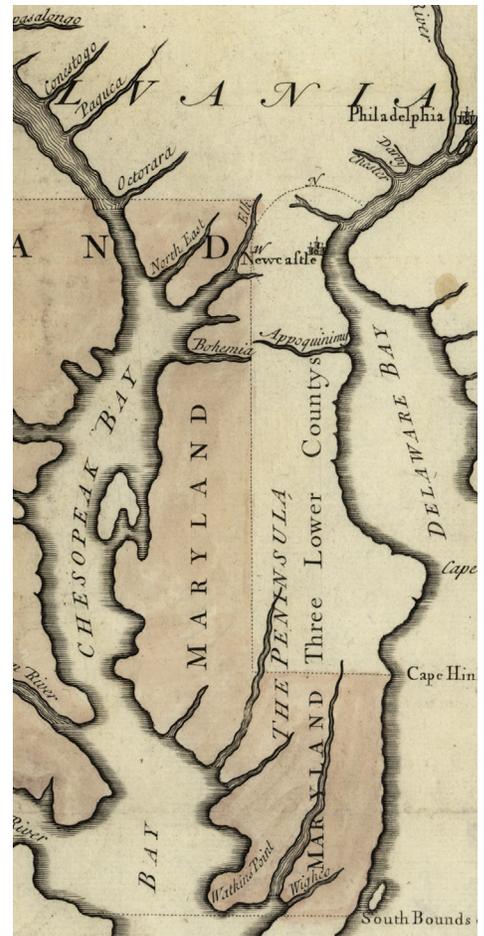


01. INTRODUCTION

Two lines define three states. Their stories date to the early colonial days of America, having been clearly—or not so clearly—specified in land grants to Cecil Calvert, 2nd Baron Baltimore, and William Penn. The contradictions in the charters and the ensuing disputes eventually resulted in the civil engineering known as the Mason-Dixon Line as well as the unique curved state line known as the Arc Boundary.

These lines that define the borders of three states form the basis for this heritage interpretation and connectivity plan. Four municipalities—London Britain, New Garden, Franklin, and Elk—partnered together to consider their heritage at a regional scale and the best methods for presenting its history to the wider public. The Mason-Dixon Line and Arc Boundary are physical and cultural entities that connect and interweave through the townships' histories. They guided settlement and development within the region, playing a formative role in early colonial expansion and in the nascent years of the country. Telling these stories is as important to creating connections to a place as preserving the buildings and lands associated with the stories.

Guided by the model established in the Brandywine Battlefield Heritage Interpretation and Connectivity Plan, this plan is intended to serve as a guide for the municipalities by establishing a framework for interpretation of themes and stories at selected sites. It provides an opportunity to recognize the rich history of this region, convey the expansive stories of the boundary lines, and set the stage for a cohesive network of sites that connect people to that history and those stories through places linked to them. By doing so, residents' understanding is enriched and visitor orientation is enhanced, and the region defines its identity. This plan is the result of 18 months of



Detail of map prepared as an exhibit in the suit brought by the Penns against Lord Baltimore to determine the boundary in 1735.

researching, listening, and strategizing about how history, community, and recreation can interconnect and amplify each other.

Interpretation is an ongoing and evolving process that will shift as the development of the Heritage Interpretation Network continues, further research is undertaken, and adjacent projects are implemented. The interpretive priorities of this plan are flexible and can accommodate these changes and advancements while remaining focused on the development of an accessible interpretive structure and the ongoing conservation of natural and historic resources.

PLAN SCOPE

Within the study area, this plan focuses on the identification and establishment of sites as defined by the county-wide Heritage Interpretation Network. Sites were included based on assessments that focused on public accessibility, historic associations, orientation, and the thematic framework. The study team explored opportunities to connect the sites through active transportation such as sidewalks, trails, and bikeways as well as through vehicular means.

Specifically, the Heritage Interpretation and Connectivity Plan aims to:

- Help define the identity of this region through its history. Through the refinement of heritage themes and implementation of heritage interpretation strategies, the history of the region is collectively told without repetition across township borders.
- Serve as a guide for how heritage and culture should be addressed and communicated. This plan considers how heritage can be interpreted over time by considering the short-term activation of identified places to long-term build-outs of heritage centers and sites.
- Identify sites with varying capacities for interpretation and interpretive media as defined by the Heritage Interpretation Network.
- Propose implementable strategies that support the goals and objectives of the plan.

While providing guidance and recommendations, some items are out of this plan's scope and will need to be considered during implementation. Specifically, this plan does not:

- Serve as detailed directions for the reuse or construction of structures intended as Heritage Centers or Interpretive Sites. The provided draft designs are conceptual in nature and require further analysis, study, and collaboration with property owners.
- Present new research. Research performed to develop the storylines and themes relied on existing documentation (some of it developed and compiled by Task Force members from the Townships), engagement, and subject matter experts.

- Develop specific interpretive content for Heritage Centers or Interpretive Sites.

Although these items are outside of this plan’s scope, the information provided throughout this process resulted in recommendations designed to guide the work necessary to realize this plan.

STUDY AREA

Elk, Franklin, London Britain, and New Garden townships are situated along the southern boundary of Chester County, Pennsylvania, bordering Maryland and Delaware. Rolling hills and narrow valleys characterize the landscape, with natural lands and farms dominating the scenic viewshed throughout most of the study area. The townships are part of the Upland Piedmont, an area of remarkable ecological diversity, and open space preservation has played a key role in maintaining the region’s natural and rural character.

White Clay Creek, a federally designated Wild and Scenic River throughout its entire course, flows through Franklin, New Garden, and London Britain townships, its watershed encompassing over half the study area. The White Clay Creek Preserve, following the valley of White Clay Creek in London Britain, provides public open space for passive recreational activities and access to markers for both the Mason-Dixon Line and Arc Boundary. Its trails connect into White Clay Creek State Park in Delaware, creating a contiguous tract of public land. Likewise, in Elk and Franklin townships, Big Elk Creek State Park sits adjacent to Maryland’s Fair Hill Natural Resources Management Area. Three Mason-Dixon mile markers are located on the common boundaries of these two public lands, making them among the few publicly accessible Mason-Dixon boundary markers in this region.

Ten stone Mason-Dixon Line mile markers can be found along the study area’s southern boundary. Placed in 1766, plain markers with M and P on the south and north respectively are located at one-mile intervals with crownstones, which have the Calvert and Penn shields on the appropriate sides, marking every fifth mile. The Tri-State Marker, at the intersection of the Maryland, Delaware, and Pennsylvania lines is an 1849 replacement for a missing original double crownstone. The Tri-State Marker is the destination of the Tri-State Marker Trail, which starts in Delaware’s White Clay Creek State Park. The same trail also leads to the Arc Corner Monument. The Arc Corner Connector Trail, with a trailhead at the end of Arc Corner Road in White Clay Creek Preserve, connects to the Tri-State Marker Trail and provides a shorter walk to both monuments.

The stone markers delineating the Arc Boundary were placed in 1892 at half-mile intervals; the Arc Corner Monument, mentioned above, is the first and most significant of these markers. The locations of twelve of them fall within the boundaries of the study area, but two markers are missing. Of these, five locations are on public land; the marker at milepoint 1½ is missing. A recently cleared trail in White Clay Creek



Landenberg Village, New Garden Township.



White Clay Creek, London Britain Township.



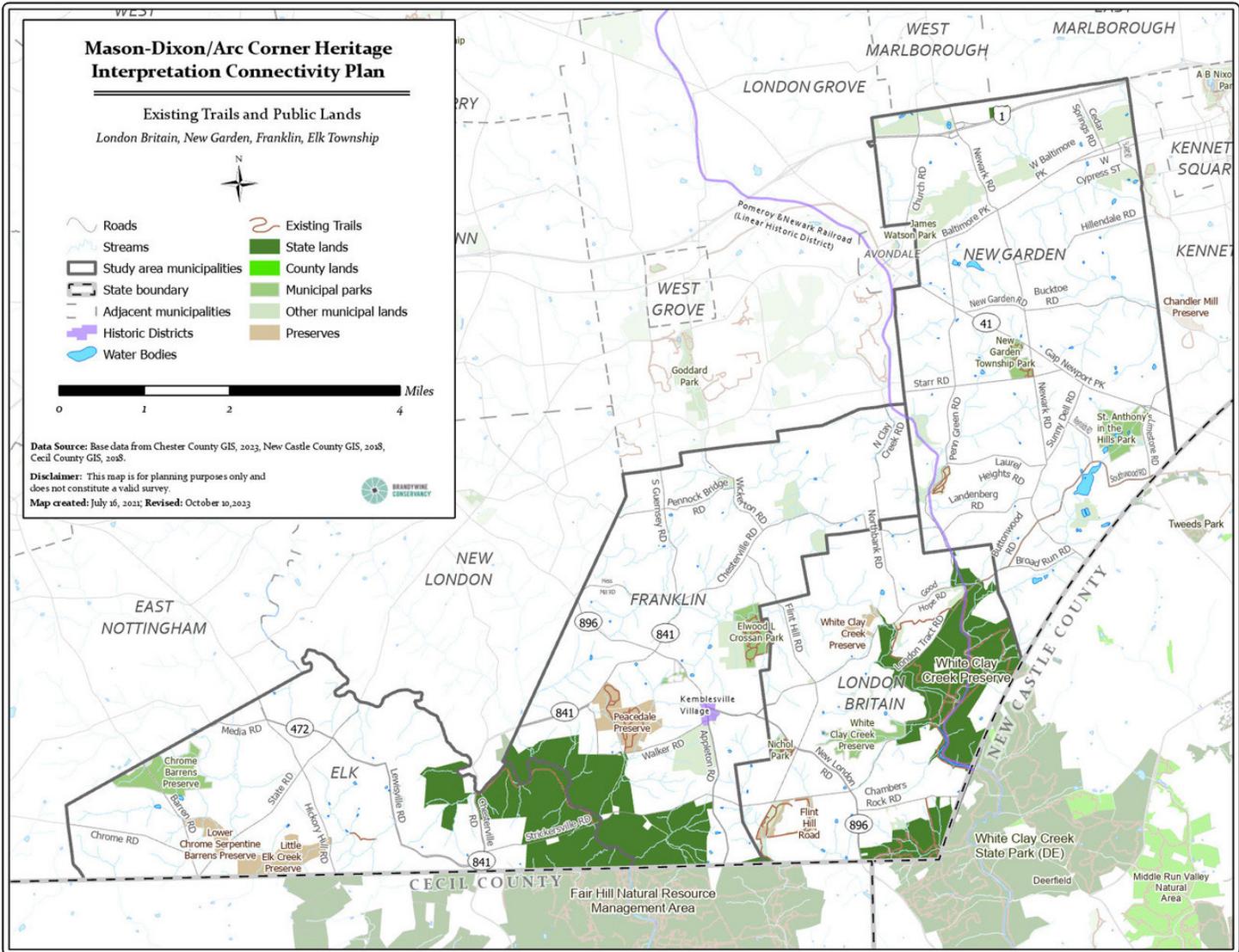
Meadow, Franklin Township.



Farm, Elk Township.

State Park leads to the 1 Mile Marker.

Few high-traffic roadways cross through this corner of Chester County. One of the busiest, Route 1, closely parallels the northern border of New Garden Township. Route 896, running through Franklin and London Britain, connects Strasburg in Lancaster County, PA to Newark, DE. Route 841 connects Franklin and Elk with Elkton, MD. In Elk Township, Route 472 connects Lewisville to Oxford Borough before continuing on to Lancaster. The four townships are in close proximity to Wilmington and Newark, DE, a situation that has established the region as a rural commuter community but also has increased development pressure.



Map of the four townships that comprise the study area for this plan: Elk, Franklin, London Britain, and New Garden.

Defining this area of focus provides an understanding of the space within which this plan can inform future interpretation, but it should be noted that many heritage and cultural concepts, topics, and stories may, and often do, extend beyond the boundaries of this study area, connecting to communities and topics elsewhere.

METHODOLOGY

The project team reviewed a range of existing documents, plans, reports, and books to inform the development of this plan and its themes and storylines. Municipal planning documents for the four townships were analyzed to ensure that the goals, objectives, and concepts in this plan aligned with existing planning initiatives. Township documents reviewed are:

- London Britain Comprehensive Plan (2019)
- New Garden Comprehensive Plan (2018)
- New Garden Trails Prioritization Plan
- Village of Toughkenamon Transportation Plan
- Franklin Comprehensive Plan (2022)
- Oxford Regional Multi-Municipal Comprehensive Plan (2012)
- Chester County Heritage Tourism Plan (2024)

Each plan provided concepts, recommendations, and information useful in shaping this document. These plans covered a range of topics including trail concepts, open space prioritization, active transportation networks, and historic resource preservation.

The project team conducted numerous site visits to better understand available facilities, interpretive potential, and existing connectivity of the townships' resources. They proved indispensable in understanding the region's landscape and sense of place.

ENGAGEMENT

This plan was guided by a multi-municipal, multi-disciplinary Task Force with representation from the townships' Board of Supervisors, Historical Commissions, Planning Commissions, Open Space and Trail Committees and Township staff. The members brought extensive insight into their township's local histories, the boundary line stories, and the sites of importance to these narratives. Seven Task Force meetings, which provided input and guidance, were held to discuss research, analysis, inventories, and draft materials.

Public engagement helped shape the vision for the heritage centers, interpretive sites, and interpretive media concepts addressed in this plan. The success of this plan will derive from the use of the network by township residents and visitors so understanding public preferences and

interests was imperative. This engagement was used to:

- Gauge what stories and topics are most important for visitors to the area to understand.
- Present and test interpretive themes.
- Gather ideas for future interpretation.
- Collect feedback on the draft plan for the purpose of refining the Heritage Interpretation Plan

Two public meetings were held, and there was outreach at one public event. The first public meeting, held virtually in May 2024, gave interested attendees an overview of the plan and its goals. A series of polls asked participants what themes and subthemes most interested them, what sites in the region they most frequented, and what sites should be included in the planning process. The polls and responses can be found in Appendix D.

In October 2024, White Clay Creek Preserve celebrated their fortieth anniversary with an event and invited local groups to exhibit. The

— OCTOBER 19, 2024 • 10AM-2PM —



MORE INFO

Join us to celebrate the 40th anniversary of White Clay Creek Preserve with a fun day at the preserve!

- Exhibitors
- Meeting House Open House
- Kids Activities
- Food Truck
- Historical and Nature Walks
- Ceremonial Hike

📍 White Clay Creek Preserve
405 Sharpless Road,
Landenberg, PA 19350

☎ 610-274-2900

🌐 www.dcnr.pa.gov/StateParks/FindAPark/WhiteClayCreekPreserve

The flyer developed by DCNR to promote the 40th Anniversary Celebration for White Clay Creek Preserve. The Brandywine Conservancy participated in the event, engaging visitors on the overall goals of the plan and asking them why they visit sites and how they prefer to connect with history.

PLAN FRAMEWORK

The following goals for the Heritage Interpretation and Connectivity Plan establish a framework that organizes plan objectives and recommendations for the region. The goals were derived directly from the issues and opportunities identified in the analysis and input processes. They were further refined by the guiding principles of the Heritage Interpretation Network. Implementing the objectives associated with each of the goals will work to achieve the intentions of this plan.

Brandywine Conservancy hosted a table to talk with visitors about this Heritage Interpretation Plan, and the history of the Mason-Dixon Line and Arc Boundary, and to ask them to respond to questions about where and how they enjoy learning about history. The responses are included in Appendix E.

The third public meeting presented the draft of this plan. It was held July 17, 2025. Three weeks were allowed for public review of the draft after the public meeting.

GOALS AND OBJECTIVES

An overarching goal for heritage interpretation efforts moving forward should be that all future planning continue to work with the Chester County Planning Commission, other regional interpretive network initiatives (Oxford Region and the Path to Freedom network through Kennett), and the Pennsylvania Department of Conservation and Natural Resources (DCNR) while implementing the recommendations presented in Chapter 10 of this plan. This ensures regional connectivity and cohesiveness beyond the boundaries of the study area, integrating the ideas presented here with the larger countywide initiative.

Five goals and corresponding objectives were created to guide the plan in the development of heritage infrastructure, themes, connectivity, and visitor experience. Those goals and objectives are summarized below.

1. Develop and implement a multi-municipal plan that promotes thematic and physical heritage interpretation and connectivity between key sites within the project study area of London Britain, Elk, Franklin, and New Garden townships.
 - A. Identify and plan for new heritage amenities in a coordinated, collaborative, and efficient way, using a regional approach.
 - B. Implement previous planning efforts, in particular the Chester County Heritage Tourism Plan.
 - C. Engage communities through a public participation process, including a multi-municipal task force, public meetings, and key person interviews.
 - D. Prepare an implementation matrix to guide the execution of this plan.
2. Identify opportunities to expand heritage interpretation, local small-scale heritage tourism, and education about the Mason-Dixon Line, Arc Boundary, and other identified themes coordinated among the four partner municipalities.
 - A. Analyze options and determine appropriate locations for Heritage Centers in the study area.
 - B. Analyze options and determine appropriate locations in the study area for Interpretive Sites that will be interrelated both thematically and, if possible, physically.

- C. Develop general concept themes relating to the project study area that should be elevated at each site.
3. Identify methods that can be used to promote a deeper visitor and resident understanding and appreciation for the region's history and the people who played a role in it, and for the surrounding landscape, especially as these relate to the Mason-Dixon/Arc Corner stories.
 - A. Individuals gain an understanding of the area and its importance through the history presented at each Heritage Center and Interpretive Site.
 - B. Individuals comprehend that the interrelated stories and connections between sites tell a fuller, more robust regional history.
 - C. Individuals explore the network of heritage sites by foot, where possible, and by car to actively learn and participate in connecting to the past.
 - D. Multiple opportunities are provided to explore the region's history through different types of sites that engage individuals of varying interests in learning about the communities' history and encourage further involvement.
 4. Analyze and identify potential opportunities to promote connectivity between key sites.
 - A. Identify potential regional trail connections that would connect public open spaces.
 5. An overarching brand identity is essential to enhance the visibility, comprehension, and accessibility of these sites.
 - A. Improve Wayfinding: Establish consistent signage and visual markers that guide visitors from site to site.
 - B. Enhance Understanding: Present a cohesive narrative that ties together the unique but related historical aspects of each site.
 - C. Increase Engagement: Provide a memorable, branded experience that encourages exploration and learning.
 - D. Strengthen Marketing Efforts: Create a recognizable identity to attract tourism and educational interest to the region.





02. INTERPRETIVE & THEMATIC FRAMEWORK

HERITAGE INTERPRETATION NETWORK

This plan has been developed using the Heritage Interpretive Network concept that grew out of the Brandywine Battlefield Preservation Plan (2013) as a means to help creatively educate residents and visitors about the story of the Battle of Brandywine, the events of September 11, 1777, and the communities and landscapes it forever altered. The concept has since been applied to the themes of the Underground Railroad and Agriculture. A Heritage Interpretation Network (HIN) establishes a hierarchy of sites that coordinate and complement in their interpretive size and effort. The hierarchy includes several core components: Gateways, Heritage Centers, Interpretive Sites, and Viewing Corridors.

GATEWAYS

Gateways are locations suitable for large-scale interpretive facilities, which allow for larger groups of visitors, offer a greater range of visitor experiences and educational activities, and have public amenities. They are outside this scope of work.

HERITAGE CENTERS

Heritage Centers are locations suitable for medium-scale interpretive facilities, which are characterized by a shorter visitor experience than a Gateway but are still likely to include public amenities. They may be indoors, outdoors, or both. They highlight a main theme of heritage interpretation of the region and related subthemes. They also serve as anchors for Interpretive Sites.



The Brandywine Battlefield Park Visitors Center acts as a Gateway for the Brandywine Battlefield Heritage Interpretation Network.



The Kennett Heritage Center tells the unique history of the Kennett area and hosts exhibits about the Underground Railroad.



Birmingham Hill in Birmingham Township, Chester County is an interpretive site for the core combat zone of the Brandywine Battlefield and is identified in the Brandywine Battlefield Heritage Interpretation and Connectivity Plan.



These mature trees bordering a field and tree farm follow the Mason-Dixon Line along the Pennsylvania-Maryland boundary in Lewisville, PA. This is an excellent viewing corridor of an otherwise invisible boundary.

INTERPRETIVE SITES

Interpretive sites are tied to specific locations, stories, or events. They have fewer amenities than Heritage Centers, if they have any, and are less intensive in use. The interpretive exhibits presented at these sites work in concert with those at the Heritage Centers and provide specific details about the landscape in which, and the site at which, they are located.

VIEWING CORRIDORS

Viewing Corridors are identified areas along transportation routes that highlight the landscape and buildings and their importance within the interpretive framework of the community and the region. Identifying viewing corridors provides opportunities for highlighting landscapes through future driving, biking, or walking tours.

CHESTER COUNTY HERITAGE TOURISM PLAN

Chester County developed a comprehensive Heritage Tourism Plan (2024) to provide guidance to communities, sites, and entities in telling local and regional stories. A countywide thematic framework was established, and six primary themes were identified as the basis for telling the stories of Chester County’s history. These themes are The Natural Landscape, The Cultural Landscape, Evolving Values, The Philadelphia Campaign, Iron & Steel, and Creative Expression.

The Tourism Plan also highlights two different interpretation initiatives for conveying the stories tied to these themes: the Community Interpretive Program and the Outdoor Exhibit Program. The Community Interpretive Program provides guidance to interested communities on telling their local stories within the larger countywide thematic framework. Although the Heritage Tourism Plan was developed after the scope of work for the Mason-Dixon/Arc Corner Heritage Interpretation Plan was finalized, extensive effort was made to align the multi-municipal plan with the larger countywide initiative and thematic framework to ensure continuity across the region.

THEMATIC FRAMEWORK

The following Thematic Framework outlines the themes and storylines that are used in this plan to present and coordinate visitor interpretation within the four townships that comprise the Mason-Dixon/Arc Corner heritage planning region. The primary themes listed are adapted from the Chester County Heritage Tourism Plan and are intended to guide communities and sites across Chester County in the development of a cohesive interpretive experience countywide.

Mason-Dixon/Arc Corner interpretation is most strongly linked to three of the county's six interpretive themes: The Natural Landscape, The Cultural Landscape, and Evolving Values. In discussion with the Task Force over the course of this plan, the following topics were identified as the most relevant to this region's history and narratives. They are:

1. The Mason-Dixon Line/Arc Boundary
2. The Natural Landscape
3. The Agricultural Landscape

Themes convey larger, overarching ideas and are not generally tied to a single story, place, or time. Through themes, the storylines developed for a specific location intertwine with the narratives of other sites to convey a robust and interesting history of the land and the people who shaped it.

The Mason-Dixon Line/Arc Boundary theme is uniquely placed-based, tied to lines drawn on a map and marked on the landscape with inscribed boundary stones. It is a significant theme that elevates this region to national significance. The Mason-Dixon Line/Arc Boundary theme touches on several possible theme topics and storylines:

1. The Penn-Calvert Boundary Dispute 1681-1760: This dispute, originating with Penn's charter for the lands of Pennsylvania in 1681, led to the survey by Mason and Dixon of the boundary between Penn's Pennsylvania and Delaware and the Calverts' Maryland.
2. The Arc Boundary 1701-1921: This unique state boundary was established in Penn's Pennsylvania charter (1681) and Delaware leases and deed (1682) as a 12-mile circle around the town of New Castle. It would be surveyed (1701) and resurveyed (1892) before the current curved boundary was adopted in 1921.
3. The Mason-Dixon Survey: This details the undertaking of the survey and the marking of the boundary from 1763 to 1768. It begins with the identification of the southernmost point in Philadelphia, the north wall of a house that would have been located at what is now 30 South Street (no longer extant due to the construction of I-95); the relocation some 31 miles west to the farm of John Harlan and the setting of the Stargazers' Stone; and the survey south that set the Post mark'd West 15 miles south of Philadelphia's southernmost point. Mason and Dixon then surveyed the Tangent Line, began surveying the West Line, surveyed the Arc and North lines and established the boundary between Maryland and Delaware, and completed their work on the West Line, establishing the boundary between Maryland and Pennsylvania.
4. National Significance: The Mason-Dixon Line became a political and cultural boundary that was reflected in social, legal, and economic decisions from 1780, when Pennsylvania adopted the Act for the Gradual Abolition of



Arc Boundary 1 Mile Marker. Placed in 1892 by the Hodgkins Survey.



Mason-Dixon Mile Marker 4 is located on the boundary of two public lands. Placed in 1766.

Slavery, until the beginning of the Civil War. The Mason-Dixon Line, symbolically extended west the length of the Ohio River by the banning of slavery by the Northwest Ordinance (1787), became the term used for the boundary between slave and free states around the time of the Missouri Compromise (1820), which barred slavery north of Missouri's southern boundary in areas west of the Mississippi. The term "Mason-Dixon Line" remains more commonly associated with the cultural division of the North and South than with the survey work completed in the 1760s.

5. Freedom Seekers and the Underground Railroad: This topic relates closely to the national significance of the Maxon-Dixon Line and Arc Boundary as the boundaries between the free state of Pennsylvania and slave states of Delaware, Maryland, and Virginia. Although enslavement was more common in parts of the study area in the late 18th century than in most other parts of the county, southern Chester County became a beacon of hope to Freedom Seekers who emancipated themselves from the inhumane bonds of enslavement. Some Quaker communities and many abolitionists in the region provided support to people striving for freedom. Communities located north of the study area have been exploring this history and developing a Heritage Interpretive Network intricately linked to this Path to Freedom. Any exploration of this specific topic for the study area should coordinate with the efforts of neighboring townships and other local presentations of the topic to ensure an integrated approach to the subject without repetitiveness and redundancy.

The Agricultural Landscape theme seeks to present the history, within the study area, of the larger landscape, its development, and its peoples over the last three centuries. It focuses on the local story in the context of the cultural landscape and ties in with work currently being done within the Oxford Region to tell the larger agricultural history of the county. Further collaboration should be carried out with the Oxford Region as they develop their interpretive network, especially for sites that overlap within Elk Township. Possible topics and storylines explored within this theme include:

1. Early European Settlement: Early settlement of the four townships, including the context and people. This topic can also touch on the religious diversity found here.
2. Colonial Settlement Patterns: These patterns are still evident on the landscape today and reflect the Pennsylvania Cultural Hearth.
3. Farm landscapes: Farms throughout the region have similar layouts and components but differing landscape conditions and resources led to variations among individual farms. This storyline can be used to discuss

these aspects of farm landscapes.

4. Crossroad Villages: These villages supported the surrounding agricultural landscape and often retain their development patterns from when they were established.
5. The Central Role of Mills: This storyline can speak of the types, roles, and locations of mills as well as the rivers, rural industries, and 19th-century railroads that supported them.
6. Three Centuries of Agricultural Development: Depending on the site, this storyline can include 18th- and early 19th-century wheat farming, late 19th-century dairy farming and livestock, pleasure farming, and the equestrian scene.
7. The Mushroom Industry: While not a primary topic addressed through this plan's identified sites, it remains an important aspect of the Southern Chester County landscape, especially in New Garden Township. If this topic is undertaken in the future, collaboration with mushroom growers and adjacent municipalities such as Kennett Township should occur.

The Natural Landscape theme presents the region's natural landscape history as it has evolved over thousands of years and is present today. This theme focuses on the dynamics of the natural world, geology, landforms, ecology, and biotic communities. It focuses on the natural landscape's inherent character today as well as its health and environmental issues. Possible topics explored include:

1. Geology and Landforms
2. Rivers and Watersheds
3. Piedmont Plant Communities and Ecosystems
4. Animal Species and Habitats
5. Land Conservation
6. Indigenous Peoples – The Lenni Lenape: This is included as a subtopic under the Natural Landscape because of the Lenape's relations to the natural world prior to colonization by Europeans. Work on this topic should be thoughtfully undertaken in coordination with DCNR, other interested stakeholders in Chester County, and with the federally recognized tribal nations—the Delaware Nation and the Delaware Tribe of Indians. Any interpretation of Lenape lifeways and belief systems should be presented by these two tribal nations, allowing them to tell their own story and to share what information they wish.

These themes address varying topics and perspectives. They can overlap and draw from one another in developing the interpretive content for the region. They serve as guides for the Mason-Dixon/Arc Corner Region and all interpretation should be related to one or more of them.

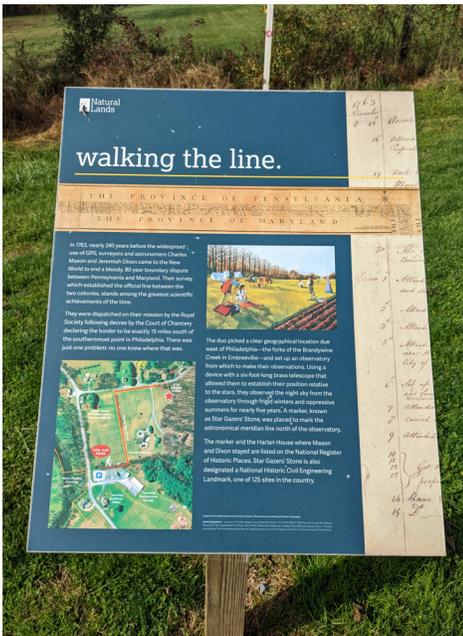
EXISTING INTERPRETATION IN THE STUDY AREA



Interpretive posters inside the Lyceum building in New Garden Township Park touch on the local milling industry and township history.

Much of the existing interpretation within the study area can be found at trailhead kiosks. They convey information about the trails themselves and the natural landscape. Occasionally, especially with trails that follow former railroad beds, they present the site's history, typically centering around railroads and mills.

The local historical commissions actively work to promote interpretation and have developed a series of interpretive posters and brochures to highlight their region's history. The Lyceum in New Garden Township Park, a proposed indoor/outdoor Heritage Center, displays posters relating to the history of the building and the township along with small artifacts. The building, however, is only open for special occasions.



The interpretive wayside in the parking lot for the Stargazers' Stone provides a brief history of the Mason-Dixon survey, the purpose of the Stargazers' Stone, and a map of the site.

Interpretive materials relating to the Welsh Baptist Historic District in White Clay Creek Preserve have also been created. These have been used during special events to create a walking tour of the district, with posters placed at select locations to act as temporary interpretive waysides. The content already developed at these two locations can be used in developing more permanent interpretive media at these sites.

EXISTING INTERPRETATION OUTSIDE THE STUDY AREA

With respect to interpretation of the Mason-Dixon story, two sites located beyond the area of the current project should be included in the interpretation developed from this plan and referenced for visitors. First is the Harlan Farm with the Stargazers' Stone, in Newlin Township. It is the location where Mason and Dixon established their observatory after moving west from Philadelphia and where they began their survey due south to find the latitude that was 15 miles south of the southernmost point of Philadelphia. The Stargazers' Stone, a reference point for the longitude of their observatory at the farm, is an isolated feature associated with the adjacent ChesLen Preserve, which is managed by Natural Lands. The Harlan Farmhouse, a private residence, is located nearby at the intersection of Embreeville and Stargazers roads.



The Post mark'd West commemorative monument in White Clay Creek State Park in Delaware.

Second, within White Clay Creek State Park in Delaware, is the site of the Post mark'd West, located 15 miles south of Philadelphia's southernmost point and the reference point for the West Line. Mason and Dixon erected it after surveying due south from Harlan's Farm. From here, they surveyed the West Line and established that portion of the Mason-Dixon Line that forms the southern boundary of Pennsylvania. A Post mark'd West commemorative monument is located on the Park's Bryan Field Trail, and is enclosed by a low pipe fence, has a bench, and is interpreted by a wayside exhibit.



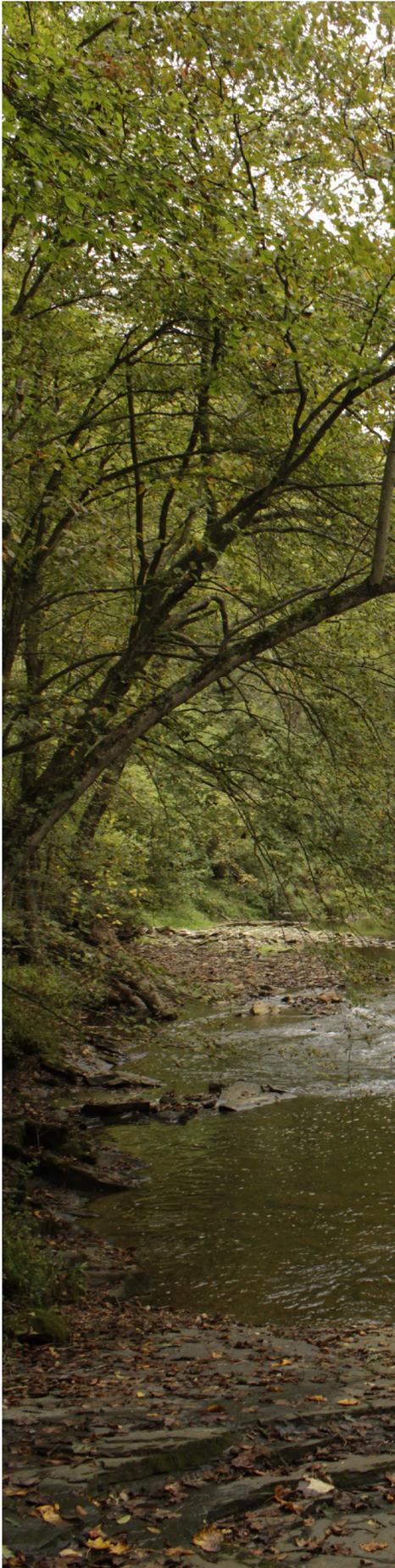
03 • MASON-DIXON HERITAGE CENTER & INTERPRETIVE SITES

White Clay Creek Preserve in London Britain Township shares borders with Delaware along the Arc Boundary and Top of the Wedge Line, and with Maryland along the Mason-Dixon Line. It is a key location for interpretation of both border stories, with the primary focus on the Mason-Dixon Line narrative. The Sexton's House (c. 1830) in the Preserve is proposed as a Heritage Center for that purpose. The southern portion of the Preserve borders the state of Delaware to the east along the Arc Boundary and to the south along the Top of the Wedge Line and the state of Maryland to the south along the Mason-Dixon Line, and encompasses the locations of both the Arc Corner Monument and the Tri-State Marker.

The landscapes, trails, and some of the historic resources within White Clay Creek Preserve extend southeast into White Clay Creek State Park in the state of Delaware. This connection across the Delaware line provides opportunities for coordinated interpretation between the Preserve and the Park, and is interpretively significant not only because of the shared natural landscape of the creek valley, but also in light of the impact of the boundary disputes and surveys, culminating in the establishment of the Mason-Dixon Line and Arc Boundary, on the development of this region and the nation.

The Heritage Center will introduce the boundary topics that shaped early settlement including the Penn-Calvert Boundary Dispute of 1681-1760, the Arc Boundary survey, and ultimately the Mason-Dixon Survey of 1763-1768, which had a lasting influence on America's national story up until the Civil War. The Mason-Dixon story will be the primary focus of the presentation, with the Arc Boundary story told at the proposed Heritage Center in New Garden Township.

The Heritage Center will also introduce The Natural Resource story of



White Clay Creek, which can be explored further through interpretation along trails and at related sites, and the Early European Settlement and Agricultural Landscape stories, which are represented by historic sites within the preserve. The presentation will review three centuries of agricultural development, farm landscapes, and the role of mills within the Mason-Dixon/Arc Corner Region with particular emphasis on the Welsh Baptist settlers of the London Tract. The Sexton's House, London Tract Meeting House and Cemetery, Evans House Ruin, Evans/Yeatman Mill Site and mill race, Pomeroy & Newark Railroad bed, and other nearby historic resources are potential subjects for interpretation within the Agricultural Landscape theme. Other locations outside the Preserve, such as London Britain's Mason-Dixon Greenway South and the Elk Township Building could serve as interpretive sites that tell the Mason-Dixon story in relation to the Heritage Center at White Clay Creek.

White Clay Creek Preserve is an excellent location for creating a meaningful interpretive experience within the Mason-Dixon/Arc Corner initiative due to the rich array of historic and natural resources that can be experienced on foot. Because it is a state property, any interpretive proposal must be undertaken in full partnership with and with the approval of Pennsylvania Department of Conservation and Natural Resources (DCNR). To date, initial informal conversations have been conducted with local Preserve staff, but the proposed interpretive presentation outlined below has not been discussed with either local or state level DCNR staff. This is a key next step.

Should the concepts outlined here be acceptable to DCNR, further development in conceptual design will need to be undertaken in close cooperation with DCNR staff. Interpretive content and processes for design, fabrication, and installation must be outlined and approved by DCNR. Although possible, it seems unlikely that funding for the phased implementation of the project outlined here could be provided by DCNR and would likely have to be raised from other sources. To some extent, the use of outside funding in lieu of state funding might help simplify the implementation process.

MASON-DIXON HERITAGE CENTER

The Sexton's House (c. 1829) is a two-story, two-bay brick dwelling that once served as the residence of the sexton for the London Tract Meeting House. It is located across from the London Tract Meeting House (c. 1729) and cemetery, which served a Welsh Baptist congregation. The Sexton's House is proposed to be rehabilitated and adaptively reused as a Heritage Center in accordance with Chester County Heritage Interpretive Network standards. The Heritage Center will house high-quality interpretive exhibits focused primarily on the Mason-Dixon Survey story with connections to the Arc Boundary theme presented within New Garden Township. Additional exhibits on The Natural Landscape and The Agricultural Landscape within White Clay Creek Preserve will better inform visitors about the immediate vicinity.



EXISTING CONDITIONS



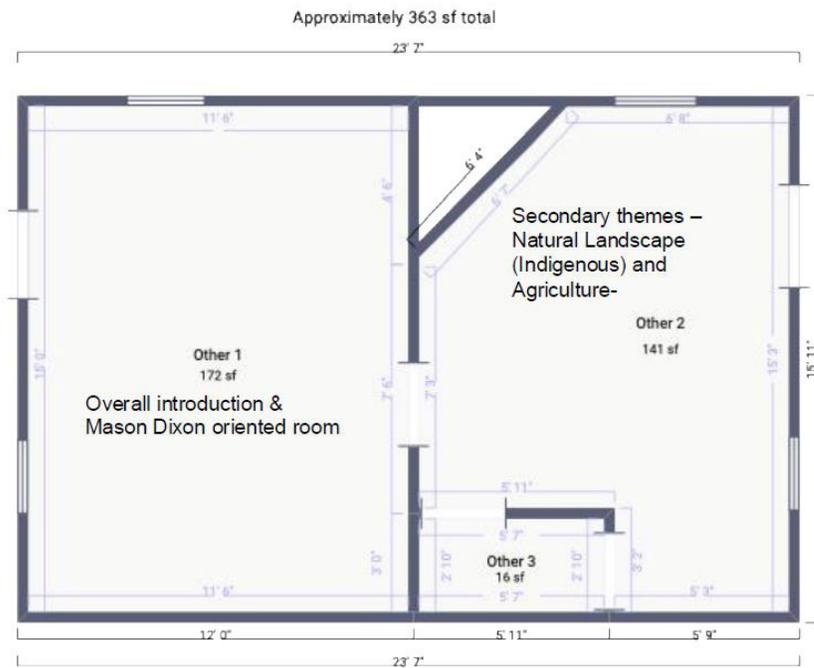
The front room of the Sexton's House as viewed from the primary doorway. Note the peeling paint and the temporary lighting.

The Meeting House interior has been restored, and DCNR as well as local groups use the space for meetings and events. DCNR is considering developing the building as a museum focused on the cultural and natural history of the Preserve. The Sexton's House has seen less use and repair than its neighbor. Through the efforts of the Friends of the White Clay Creek Preserve and DCNR, repairs have slowly been taking place on the exterior features of this mothballed structure. Recently, Friends of the White Clay Creek Preserve used grant money to stabilize the exterior brick walls, and DCNR has replaced the door and some windows in the building though the rest remain boarded up. The building has working electricity, but it is turned off unless interior access is needed. There are no other utilities, including heating or air conditioning, in the structure. Efforts are underway at DCNR to replace the wood-shingle roof on the building, further shoring up the exterior fabric to prevent additional deterioration of the structure or its interior finishes.



The rear room of the Sexton's House as seen from the doorway between the two rooms. Note the corner fireplace to the left, the boarded window opening, and the missing plaster around the window.

The interior of the Sexton's House is divided into two rooms on both floors. On the first floor, the rear room houses a corner fireplace as well as the stairs to both the basement and second floor. The interior finishes have degraded over time from lack of routine maintenance. The plaster has failed in several areas and the paint is chipped and peeling. The trim around the windows and doors has been removed, as have the baseboards. The floor appears in good condition, though the stairs to the basement have been removed, leaving a large opening that will require a cover before use. Rehabilitation of the first floor would be required to develop the Heritage Center at this location. Initial efforts could be undertaken in collaboration with DCNR to clean the space, find



Floor plan for the first floor of the Sexton's House. The front room is on the left.

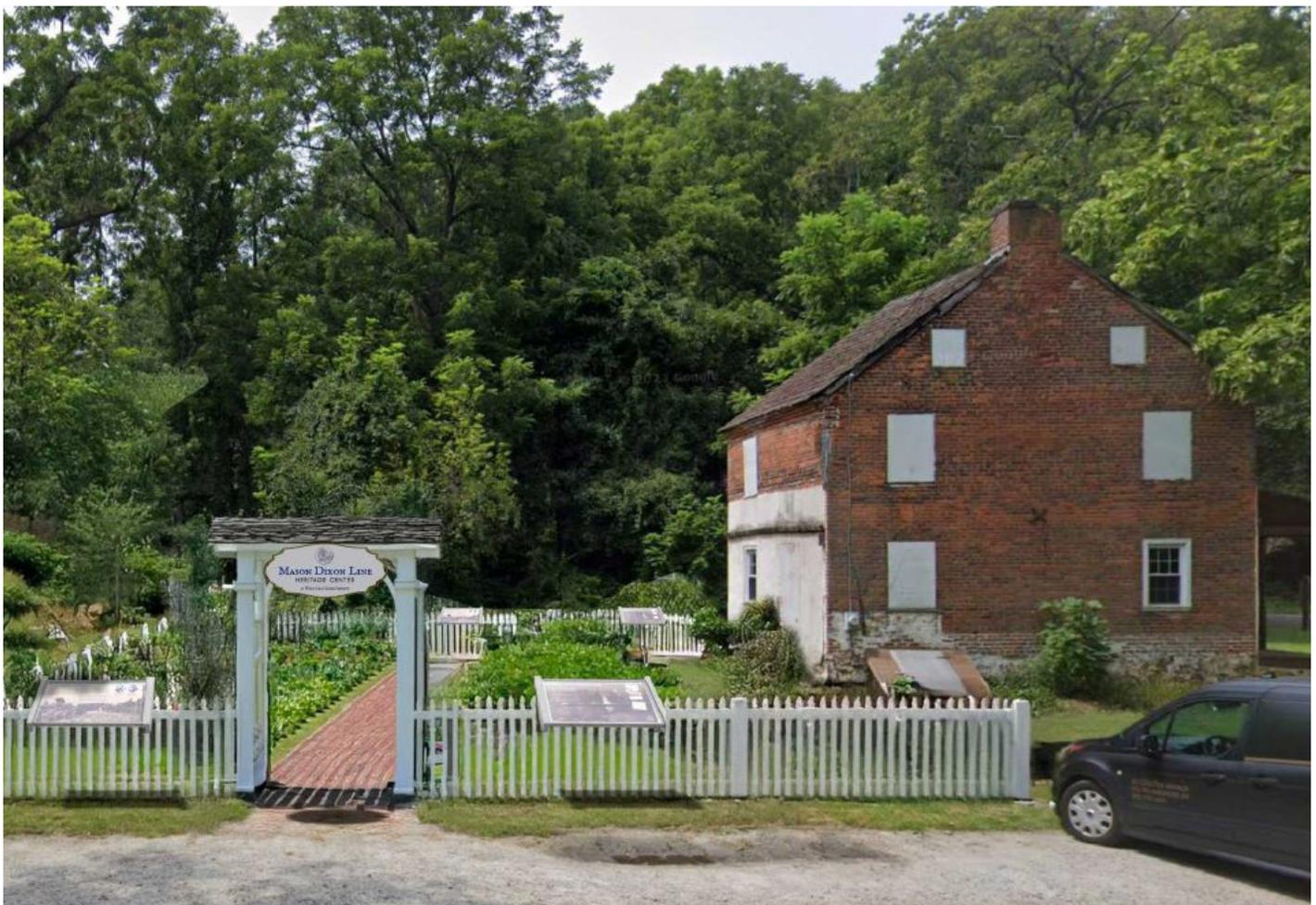
alternative storage for the items currently being kept there, and consult with preservation professionals on the next steps.

PROPOSED CONCEPT

Exterior rehabilitation of the Sexton’s House windows, doors, and roof will be required to place the building in good condition. Primary entrance to the building will be from the small parking area along Southbank Road. Installation of a small, fenced garden at the back of the house is proposed to establish an appropriately scaled residential landscape context. A brick walkway will lead from the parking area to the west side of the house where a wood ramp will provide ADA access along the side of the building to the front porch. Entrance to the inside will be through the front door at the porch.

The Front Room of the Sexton’s House will present the Mason-Dixon Survey story. A large graphic timeline is proposed along an Orientation Wall to introduce the boundary dispute, related events, and key figures. The introduction will help visitors understand the Mason-Dixon Line theme, context, and national significance.

A draft concept for the Heritage Center at the Sexton’s House as seen from the small adjacent parking lot.



Intro/Orientation Walls

Timeline of boundary dispute, survey, related events and key figures

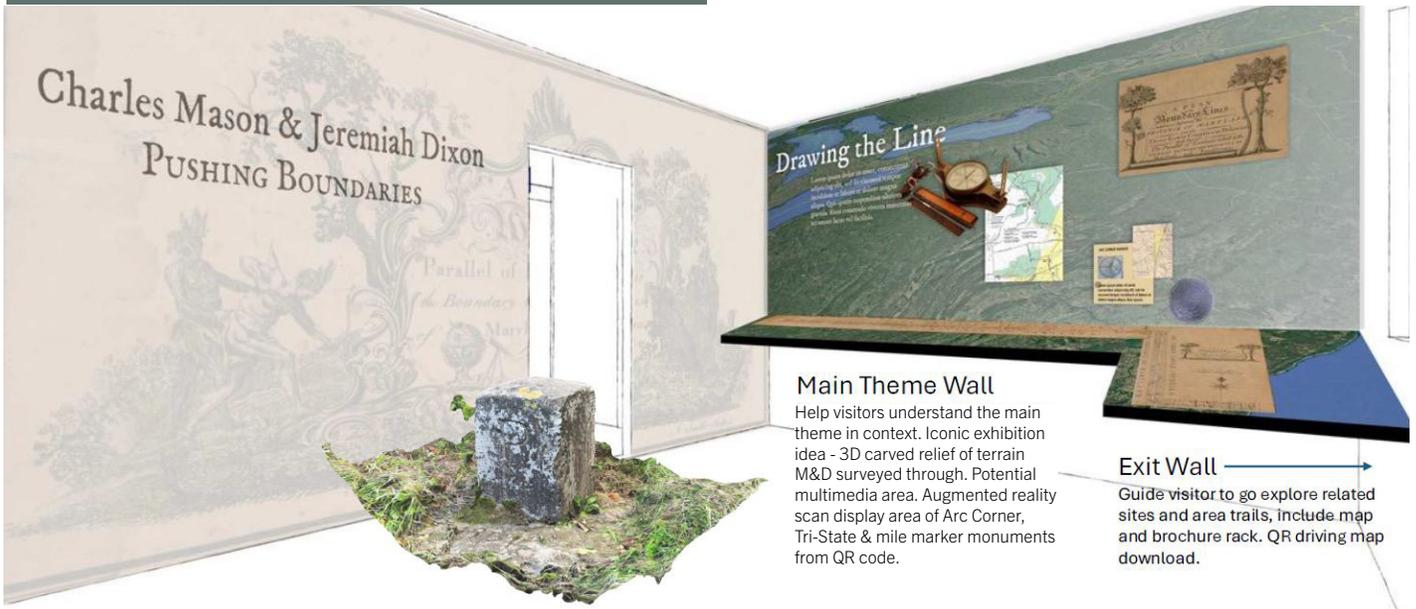


Intro/Orientation Walls

Help visitor begin to understand the themes and the people and place

Artifacts (reproduction) or 3D pieces can help bring story alive

A rendering of the proposed front room orientation wall at the Sexton's House. It serves as an introduction to the Mason-Dixon storyline for visitors and includes a timeline of the boundary dispute, survey, and other related key events. Artifacts, reproductions, or three-dimensional pieces can be included and help the story come alive.



Main Theme Wall

Help visitors understand the main theme in context. Iconic exhibition idea - 3D carved relief of terrain M&D surveyed through. Potential multimedia area. Augmented reality scan display area of Arc Corner, Tri-State & mile marker monuments from QR code.

Exit Wall

Guide visitor to go explore related sites and area trails, include map and brochure rack. QR driving map download.

A rendering of the proposed front room Main Theme Wall, which will provide context for the Mason-Dixon narrative. A three-dimensional map that would help visualize the terrain that Mason and Dixon surveyed through. QR codes either along the map or in a separate display could take viewers to an augmented reality scan of the stone mile markers.

The Main Theme Wall will go into the Mason-Dixon Survey in detail, with maps, descriptions, and depictions of the survey process, conditions, methods, challenges, and results. The journey west from Philadelphia, observatory at the Harlan Farm, survey south to the Post mark'd West, and subsequent surveying to establish the Mason-Dixon Line will be illustrated. A potential multimedia area is proposed along with an augmented reality scan display area depicting monuments and mile markers.

The Exit Wall will encourage visitors to explore related sites and area trails, including places where monuments and mile markers may be accessed. The wall will include a map and brochure rack and QR downloads for driving maps.

The Back Room of the Sexton's House will address other themes associated with the White Clay Creek Preserve presentation, including The Natural Landscape of White Clay Creek – its geology, landforms, ecology, and plant communities – and The Agricultural Landscape – the early settlement of the London Tract in the vicinity of the creek and the preserve. The planning of this portion of the exhibit will need to be coordinated with DCNR to avoid duplicating the exhibits in the planned museum at the Meeting House.

Additional interpretive media could be considered along the ramp railing or brick pathway in the garden. Embedding a to-scale replica of the 66-foot chains used during survey in the brickwork or ramp would provide perspective on the equipment used in the surveying.



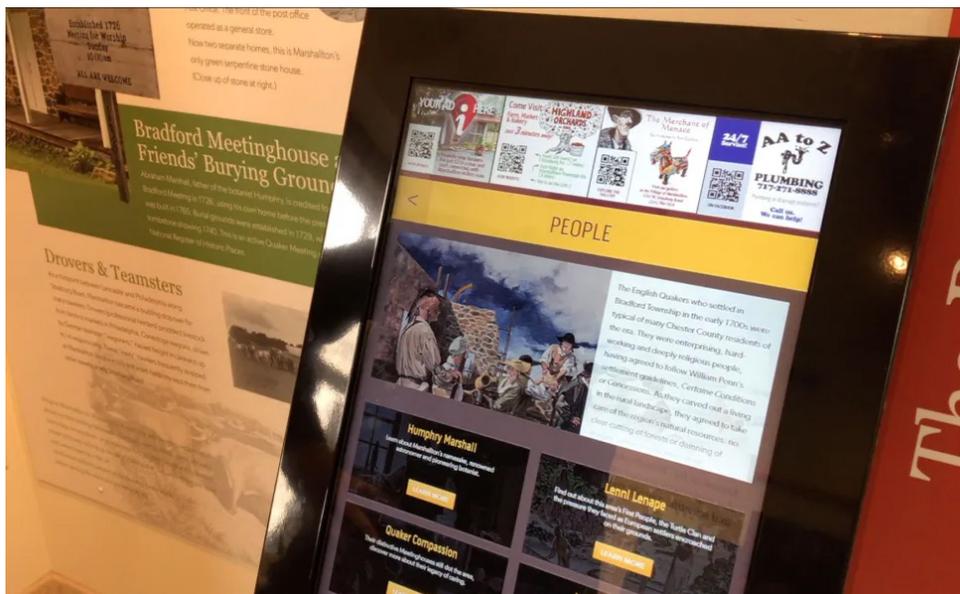
A three-dimensional rendering of the exterior of the first floor of the Sexton's House showing the proposed ramp along the west facade. The ramp would connect to the existing porch and provide visitors with an accessible entrance.



The multi-use Great Allegheny Passage (GAP) trail crosses the Mason-Dixon Line and the Great Allegheny Passage Conservancy used that as an opportunity to interpret the Line's history. Along the boundary line where it crosses the trail, they replicated the 66-foot measurement chains used during the line's survey.



An example of interpretive media at the Kennett Heritage Center in Kennett Square, Pennsylvania.



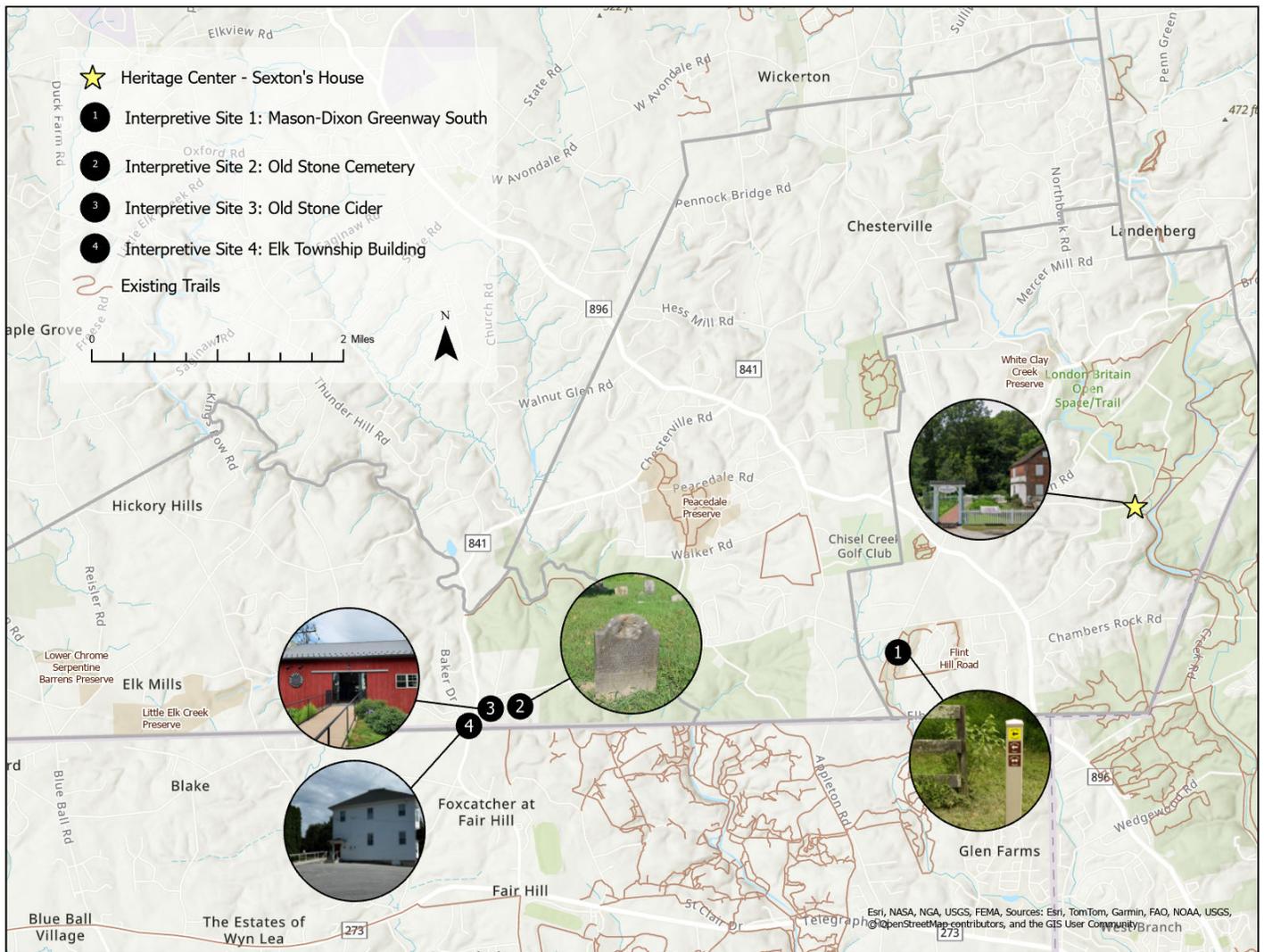
An example of an interactive kiosk and display. This is located in the Marshallton Heritage Center in Marshallton, Pennsylvania.

HERITAGE CENTER COST ESTIMATE

It should be recognized that much of these costs could be offset by volunteer and sponsored work, e.g. garden construction and maintenance by local landscape firm with sponsor sign, or involvement of scouts working to earn their Eagle Scout Rank. A phased approach to implementation, such as Phase 1 exterior stabilization, Phase 2 exterior garden creation and interpretation, Phase 3 interior rehabilitation, mechanicals, and electric, Phase 4 front room interpretation, and Phase 5 rear room interpretation, can also disperse costs over a longer timeline.

Sexton’s House Heritage Center	\$135,000 - 175,000
Garden walk, fencing, and features- including welcome signage and 2 interpretive panels rail- or fence-mounted	\$15,000-25,000
Exterior rehabilitation – windows, doors, porch, masonry	\$25,000
Interior rehabilitation – walls, painting	\$10,000
Mechanical systems	\$10,000
Electrical and lighting	\$10,000
Interpretive Exhibits (includes 3D carved table map, wall wraps, standoff panels, replica artifacts displays, AR and multimedia exhibits)	\$25,000-55,000
Exhibit Design, Project Management, signage prep	\$40,000
Nine Interpretive Exhibits (NPS Wayside Exhibit Carriers installed on prepared slabs)	\$13,500
Repair and Update Existing Orientation Exhibit	\$3,000
Two Benches	\$2,000
Brochure, 6 panel design (tri-fold) and print 500 qty	\$3,000
TOTAL	\$156,500-196,500

MASON-DIXON INTERPRETIVE SITES



Interpretive sites are a core component of the overall Heritage Interpretation Network. These sites provide opportunities for further interpretation of themes while also connecting visitors to sites that add context to the stories being told.

Sites identified as good locations for expanding the narrative of the Mason-Dixon Line/Arc Boundary theme are naturally geographically dispersed due to the linear nature of boundary lines. While none of the sites identified are directly adjacent to the stone mile markers, they all abut the boundary line, and some have access to boundary markers within a short walk or drive. As visitors move from site to site, they begin to understand the distance traveled by the surveying party. Visual cues at certain sites, such as tree lines adjacent to large fields, help visitors read the boundary line on the landscape.



INTERPRETIVE SITE: MASON-DIXON GREENWAY SOUTH

THEME: The Mason-Dixon Line/Arc Boundary

TOWNSHIP: London Britain

Mile Marker 1 on the Mason-Dixon Line's West Line is located within easy walking or driving distance of the Mason-Dixon Greenway South. The Greenway Trail within the park takes visitors across the Mason-Dixon Line into Fair Hill Natural Resource Management Area. In doing so it crosses Elbow Lane, a low-speed road, beside which this stone marker can be found. Interpretative exhibits within the park could reference the Heritage Center exhibits in White Clay Creek Preserve, expand on the Mason and Dixon Survey, and discuss in depth the stone markers along the boundary.

The existing infrastructure within the park coupled with the accessibility of a Mason-Dixon marker make this an excellent location for interpretation. The three sided bulletin cases located at the entrance provide an opportunity to develop and fabricate content at a lower cost. The ability to more easily update the content allows the interpretive material to better connect with other sites in the network as they are developed.



INTERPRETIVE SITE: OLD STONE CEMETERY

THEME: The Mason-Dixon Line/Arc Boundary

TOWNSHIP: Elk

In the early 1700s the Scots-Irish residents of the area, including those living in the colony of Maryland, established the Head of Elk Presbyterian Church and cemetery in Lewisville. Reverend Alexander McDowell, an early professor at the New London Academy, which eventually became the University of Delaware, led services for the church before it moved a short distance away to Cecil County in Maryland in 1761. The cemetery is the only vestige of the congregation's time in Pennsylvania and the burials provide a rich narrative of the region's inhabitants. One such individual, Samuel Maffitt joined Mason and Dixon as a surveyor while they moved through the region. This story could be further explored and connected to the interpretation at Old Stone Cider and the Elk Township Building. An interpretive display here could also discuss more in depth the individuals involved in the survey.

With the abundance of stories connected to those buried here, an interpretive exhibit could also touch on the history of Dr. John Maffitt, surgeon on the USS *Reprisal*, the first ship in the United State Navy and the one aboard which Benjamin Franklin traveled to France on America's first diplomatic mission. Gravestones for several indentured servants are located in close proximity to the Maffitt family; they most likely worked for the family or at nearby mills and farms during their servitude.



INTERPRETIVE SITE: OLD STONE CIDER

THEME: The Mason-Dixon Line/Arc Boundary

TOWNSHIP: Elk

Old Stone Cider, a reconstructed barn turned cidery, sits along Route 841 amid fields and a tree farm. From the parking lot, the Mason-Dixon Line is clearly visible in the distance where the farm fields meet a long row of mature trees. A short walk south from the cidery to this treeline connects visitors with the Mason-Dixon Line, and a walk along the boundary leads to Mile Marker 4 located on the common boundary of two public lands, Big Elk Creek State Park and Fair Hill Natural Resources Management Area.

The Oxford Region Historic Preservation Subcommittee is in the final phase of designing an interpretive wayside sign that relates the agricultural history of this region and includes information on Pennsylvania bank barns, timber framing, and the mill industry. Any additional interpretation at this site should complement this signage. Further interpretation could expand on the Mason-Dixon Line story being told at the Elk Township Building and provide information on how to hike to Mile Marker 4.



INTERPRETIVE SITE: ELK TOWNSHIP BUILDING

THEME: The Mason-Dixon Line/Arc Boundary

TOWNSHIP: Elk

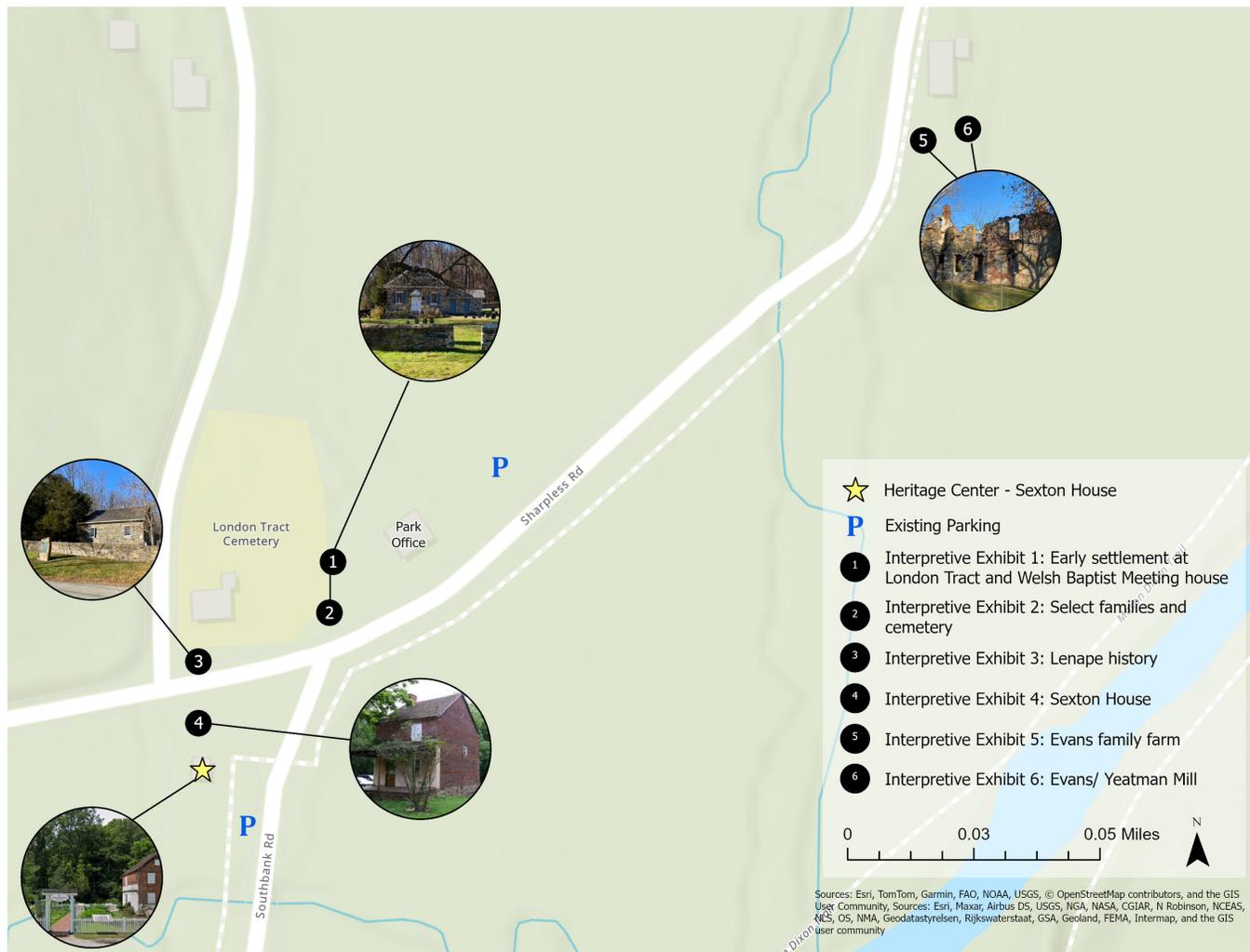
As one of the few publicly accessible sites immediately adjacent to the Mason-Dixon Line, the Elk Township Building provides an excellent interpretive opportunity. Interpretation here could touch on the boundary dispute and the early settlement and development of communities along border. Discussion of how the boundary can be read in the landscape, for example, in farm hedgerows, should be included.

The Oxford Region Historic Preservation Sub-Committee is in the final phase of designing an interpretive wayside sign that tells the story of the Mason-Dixon survey as they came through the area and the equipment they used. The proposed signage also mentions the schoolhouses and covered bridges in the township.



Mile Marker 1 on the Mason-Dixon Line's West Line can be seen here immediately adjacent to Elbow Lane. It is a short walk from the Greenway Trail/Fair Hill Connector Trail in Mason-Dixon Greenway South.

WHITE CLAY CREEK INTERPRETIVE SITES



These sites are included within this chapter due to their physical proximity to the proposed Mason-Dixon Heritage Center, which allows them to be explored on foot from a central location. The self-guided exhibits are close enough together to be experienced as a coordinated whole while not impinging on the visual character of the natural and historic landscape. The resources for this area are largely made up of landscapes, sites, and trails within White Clay Creek Preserve, owned and stewarded by DCNR. These interpretive sites are closely linked to the Agricultural Landscape and Natural Resource themes and related sites just north along the White Clay Creek in Landenberg. Interpretation across these themes should be coordinated.

The sites included in this map and plan do not include all the resources within White Clay Creek Preserve that could be additionally interpreted and including in a walking tour of sites.



INTERPRETIVE SITE: LONDON TRACT MEETING HOUSE, c. 1729

THEME: The Agricultural Landscape

TOWNSHIP: London Britain

Within easy walking distance of the primary parking area, Interpretive Exhibits should be positioned outside of the stone wall and facing the London Tract Meeting House and Cemetery. Two exhibits could interpret (1) the early settlement of the London Tract, and the London Tract Meeting House; and (2) the history of the cemetery and selected families buried there, showing their farmsteads on a historic map and telling their stories.



INTERPRETIVE SITE: MINGUANNAN INDIAN TOWN MONUMENT

THEME: The Agricultural Landscape

TOWNSHIP: London Britain

An Interpretive Exhibit (3) could be located in the grass area outside of the stone wall to the south of the Meeting House in the vicinity of the 1924 Minguannan Indian Town Monument. The exhibit should update the information provided in the monument with current information as established by archaeologists and the Delaware Tribes. With their participation, the exhibit should present the Lenape in accordance with the desires and beliefs of the Tribes.



INTERPRETIVE SITE: SEXTON'S HOUSE, c. 1829

THEME: The Agricultural Landscape

TOWNSHIP: London Britain

An Interpretive Exhibit (4) could be located facing the Sexton's House in the grass area on the south side of London Tract Road near its intersection with Southbank and Sharpless roads. The exhibit could interpret the Sexton's House in association with the Meeting House.



INTERPRETIVE SITE: EVANS HOUSE RUIN & MILL SITE

THEME: The Agricultural Landscape

SUBTHEME: The Mason-Dixon Line/Arc Boundary

TOWNSHIP: London Britain

An Interpretive exhibit (5) here could present the establishment and development of the Evans Farm with maps and illustrations. The story and role of the Evans family in local life should be described, including their enslavement of peoples before and after the 1780 Gradual Abolition Act. Another exhibit (6) could present the history and workings of the Evans/ Yeatman Mill with maps and illustrations from its establishment until its closing in the 1950s. The mill race and connection with the Middle Branch upstream should be shown on historic maps and aerial photos.



04. NEW GARDEN TOWNSHIP HERITAGE CENTER & ARC BOUNDARY INTERPRETIVE SITES

The Arc Boundary and Mason-Dixon Line narratives overlap and interweave through both space and time. Separating the storylines between two different Heritage Centers allows the two histories more dedicated space both for telling the story of each boundary line and for referencing the other associated interpretive sites identified by this plan. New Garden Township Park, located near the center of the township, is proposed as an outdoor Heritage Center that relates the rich local heritage of the township as well as the story of the Arc Boundary. Here, township residents can be engaged and provided with information about these stories as well as be guided to other interpretive sites within the region. New Garden Township Park is prominent for its size and facilities, including the Township Municipal Building, recreational fields, walking paths, and parking areas. New Garden’s historic Lyceum building has been relocated to the park and is proposed as the vicinity for orientation and interpretive exhibits.

The southern boundary of New Garden Township is the Arc, and the park provides an opportunity for an interpretive installation that highlights that story, including exterior exhibits and additional interior exhibits in the Lyceum. The Lyceum will host exhibits on the history of New Garden Township as it does currently. This proposal is intended to introduce the Arc story in a location where it is likely to be seen by a large number of the general public, who can then be directed to other places for further exploration, such as Arc Corner Road in White Clay Creek Preserve, where there is a trailhead that provides access to the Arc Corner Monument. It is also intended to give the Arc story equal emphasis to the Mason-Dixon Line story presented at the Sexton’s House in White Clay Creek Preserve. It is meant to be one component of the overall history told at this location.



NEW GARDEN TOWNSHIP PARK HERITAGE CENTER

New Garden Township Park is an excellent location for orientation exhibits that provide information on the Mason-Dixon/Arc Corner interpretive presentation because of the available space and amenities, and the ability to attract and engage Township residents who may be there for recreational or other purposes. Amenities include ample parking and restrooms. Goals of this installation are to (a) engage the general public, (b) introduce the Arc Boundary story, (c) exhibit Township history, and (d) direct the public to other locations within the Heritage Interpretive Network, such as the Arc Corner Monument where the Arc Boundary and Top of the Wedge Line meet.

The vicinity of the historic Lyceum that has been moved to this site is an excellent location for an interpretive installation. The Lyceum, however, is not able to serve as the primary Heritage Center for the initiative because it is open to the public only occasionally and lacks accessibility. Therefore, it is proposed that an outdoor installation be constructed, with the Lyceum as a supporting historic feature. The proposed self-guided installation would be available to visitors seven days a week, year-round, and the Lyceum could be opened periodically to provide additional interpretation.

It is proposed that an Interpretive Plaza be constructed in the lawn area in front of the Lyceum near the existing parking area. The front facade of the Lyceum would be visible from the plaza. The Interpretive Plaza would be paved in brick or stone and be about 400 sq. ft. in size – capable of accommodating a small group of visitors. A short walkway (assume 50 sq. ft.) would extend from the plaza to the existing sidewalk beside the parking area.

Covered Orientation Pavilions would be located along two sides of the plaza, each 12 ft. x 14 ft. in area with brick or stone paving extending from the plaza beneath the pavilions. Each Orientation Pavilion would have four double-sided 3 ft-wide x 4 ft-high exhibit panels with shared posts/legs set in a slight arc beneath the pavilions. This curved form could be followed by the bricks of the plaza beneath, or a concrete inset, to visually show how the Arc was marked in 1701, by straight lines (the signs) connecting equidistant points (the legs) that are points on the Arc.

The first Orientation Pavilion would present an introduction to the entire Mason-Dixon/Arc Corner interpretive network on one side of the exhibit panels along with a detailed presentation of the interpretive sites within the four townships. The three primary themes would be presented along with context for these sites. The other side of the exhibit panels would interpret the theme The Agricultural Landscape as it applies to New Garden, including discussion of Early European Settlement, Colonial Settlement Patterns, Farm Landscapes, Crossroad Villages, The Central Role of Mills, and Three Centuries of Agricultural Development. Specific reference would be made to places in New Garden Township

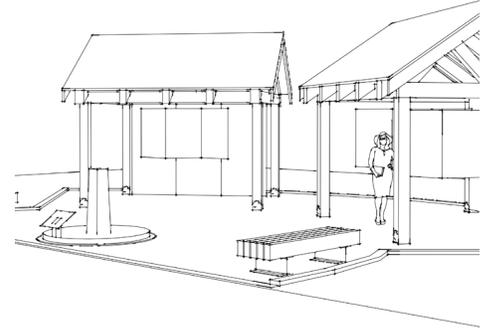
for illustrative detail. The story of the Lyceum would be included in the presentation.

The second Orientation Pavilion would have a primary presentation of the Arc Boundary story on both sides of its exhibit panels. The presentation would be highly visual and of comparable quality and detail to the presentation of the Mason-Dixon Survey story at the Sexton's House in White Clay Creek Preserve. The exhibit would encourage people to explore the Arc Boundary story as presented at other locations. The most important of these would be the parking lot at the end of Arc Corner Road in White Clay Creek Preserve, where a trailhead exhibit would be located at the trail leading to the Arc Corner Monument.

The upper floor of the Lyceum would have exhibits on the New Garden history that provide additional detail in support of the presentation in the pavilions. The interior exhibits at the Lyceum would be opened to the public on the weekends during the spring, summer, and fall as well as on special occasions.

Alternatively, a smaller set of exhibits could be installed than those proposed above, such as a single Orientation Pavilion with four double-sided exhibit panels and a smaller plaza.

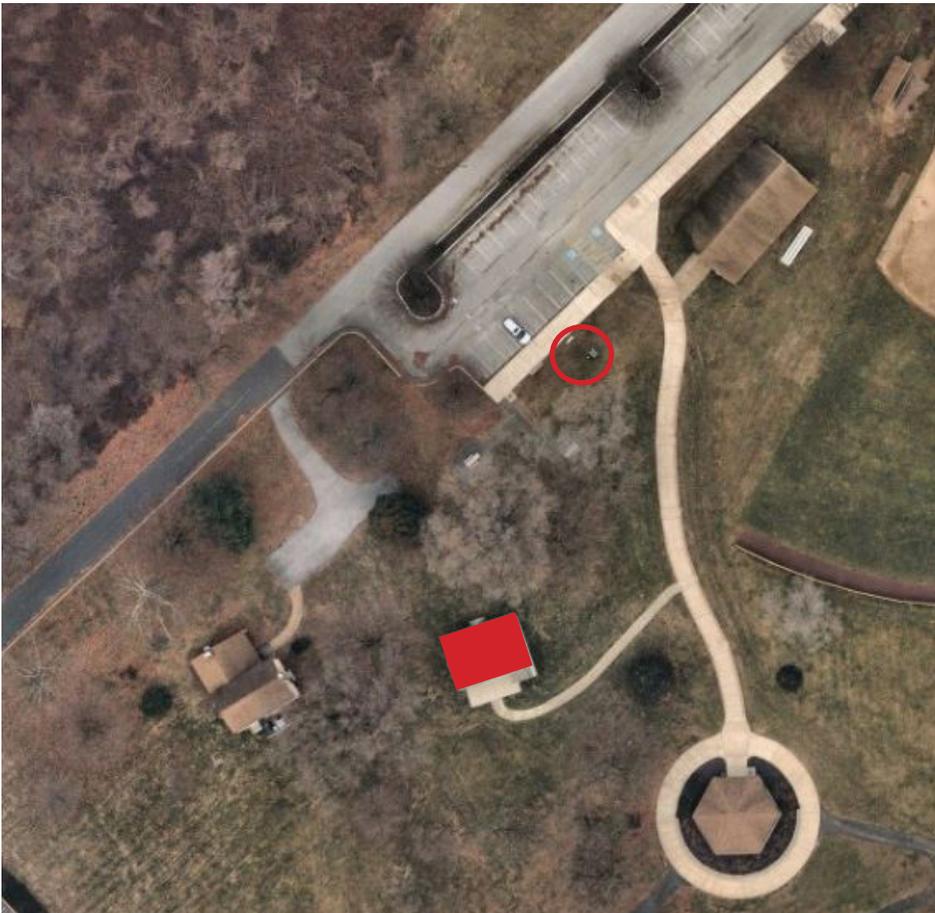
A sketch of the proposed interpretive plaza. A rendering is provided on the following page.



The Lyceum Building was moved from its original location and placed in New Garden Township Park. Though open to the public irregularly, it could provide additional interpretive space to expand on the narratives told at the outdoor exhibit.



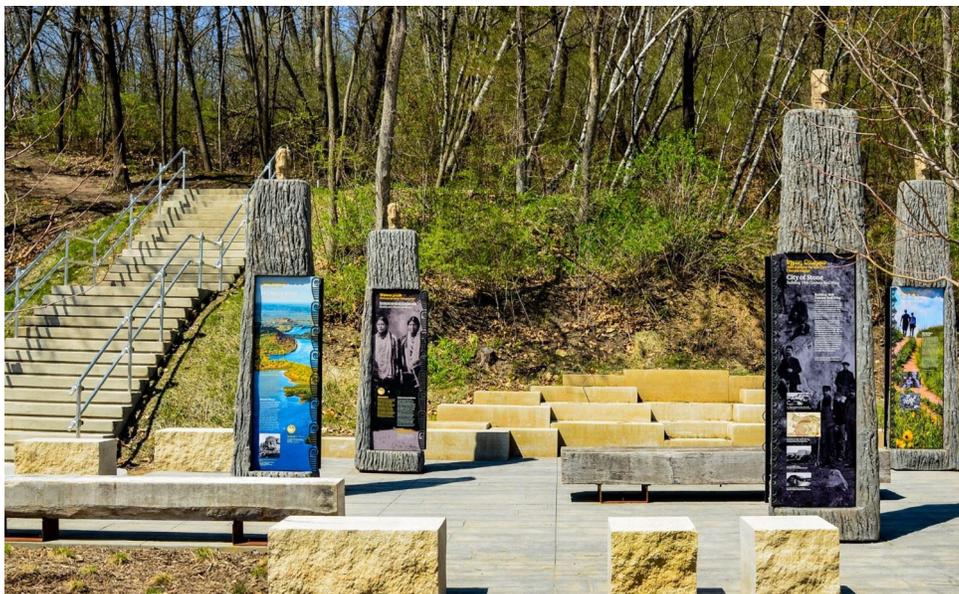
Above: A rendering of the proposed outdoor Heritage Center at New Garden Township Park. It includes two covered pavilions with upright interpretive panels and a replica of the Arc Corner Monument. A small interpretive panel in front of the replica would add context regarding the actual monument.



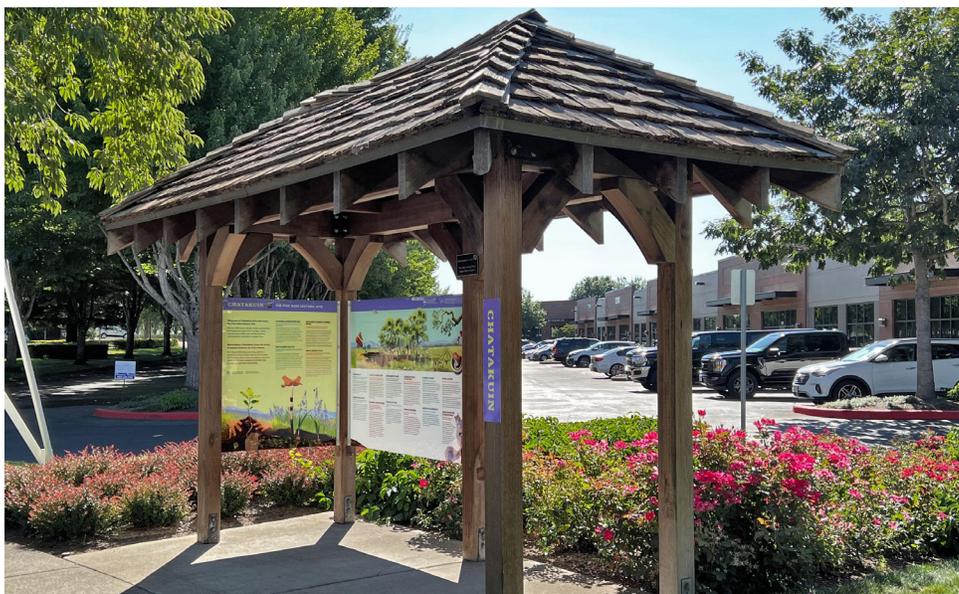
Left: A small area near the parking lot with a view of the Lyceum Building (highlighted in red) could be used for the outdoor Heritage Center. A small orientation kiosk exists in the vicinity of the red circle and could be expanded slightly as an initial step.



An example of a triple upright interpretive exhibit with its signs in a curve in a park setting. Photo credit: Pannier Graphics

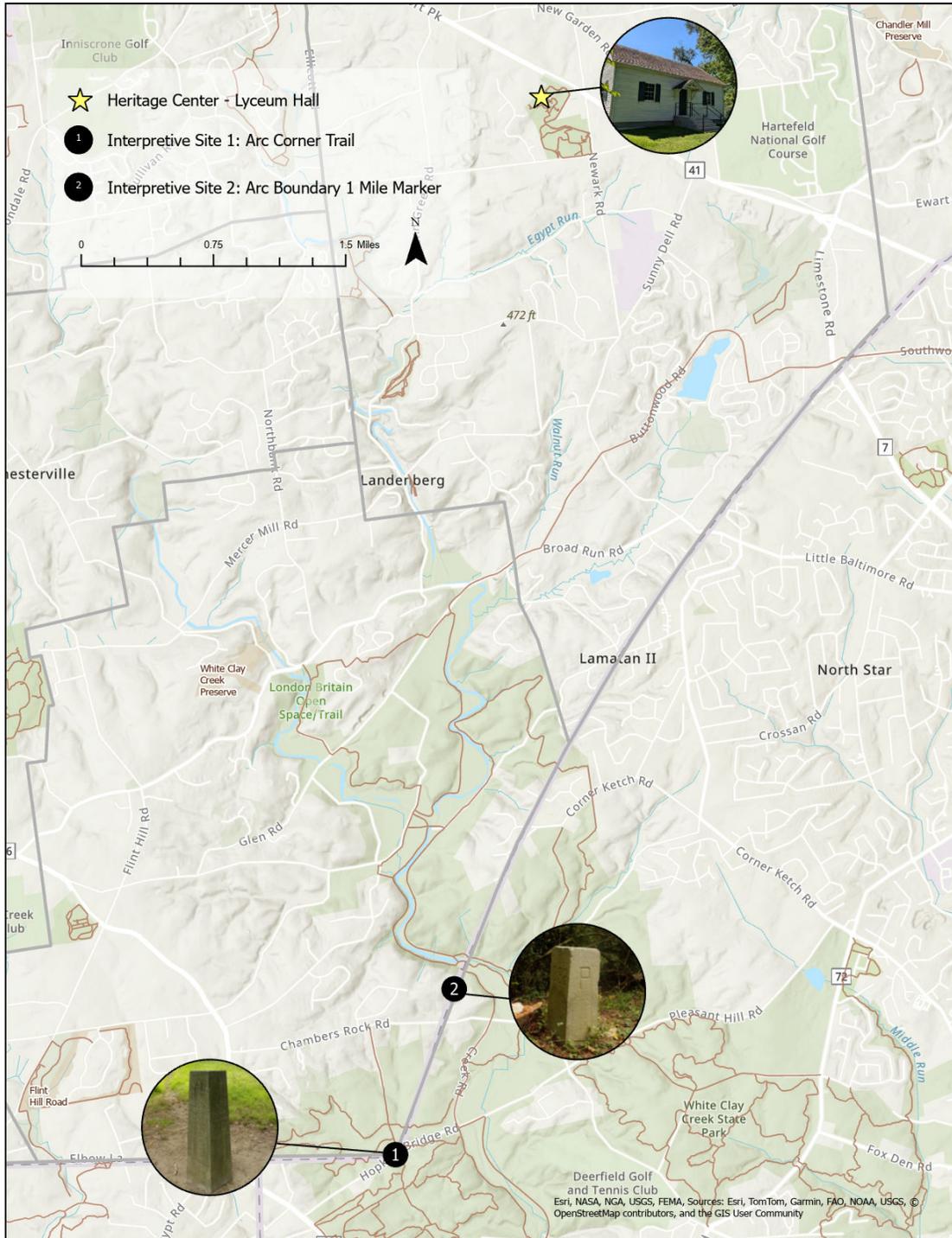


The entrance plaza at He Mni Can-Barn Bluff in Red Wing, Minnesota is a great example of an outdoor interpretive exhibit. These panels are also of note as they provide information in both English and Dakota. The Interpretive exhibits at New Garden Township Park could likewise provide a bilingual interpretive display for the English- and Spanish-speaking residents of the Township. Photo credit: City of Red Wing, Minnesota



An outdoor interpretive pavilion located at the Five Oaks Historic Site in Hillsboro, Oregon. The arrangement of the panels provides an open sightline to the nearby oak trees. Photo credit: Jordan Rosenblum

ARC BOUNDARY INTERPRETIVE SITES





INTERPRETIVE SITE: ARC CORNER TRAIL

THEME: The Mason-Dixon Line/Arc Boundary

TOWNSHIP: London Britain

Interpretation at the Arc Corner Trail should be closely coordinated with the exhibit on the Arc Boundary located in New Garden Township Park. The presentation in the park is intended to promote the Arc Boundary story and encourage people to visit the trail and the Arc Corner Monument for an authentic firsthand experience. The orientation and interpretive content at the trailhead may replicate and should refer to the exhibit in the Township Park. It should introduce and summarize the Arc Boundary story and encourage people to follow the trail to the monument.

Three Interpretive Exhibits are proposed to be placed along the trail telling the Arc Boundary story in more detail. The story may be divided into three parts based on the events between Penn’s charter for Pennsylvania in 1681 and final adoption of the boundary in 1921. The three parts may be divided into (a) background context and the Taylor-Pierson Survey (17th and 18th century), (b) the Wedge, the 1849 Graham Survey (and Tri-State Marker), and the 1893 Hodgkins Survey, and the Horn (19th century), and (c) the resulting controversy and final adoption (1895-1921).

White Clay Creek State Park (Delaware) is currently developing an interpretive wayside to be placed at the Arc Corner Monument. This should be referenced when creating the material for the Arc Corner Trail exhibits.



INTERPRETIVE SITE: ARC BOUNDARY 1 MILE MARKER

THEME: The Mason-Dixon Line/Arc Boundary

TOWNSHIP: London Britain

A recent trail cut within White Clay Creek State Park has made the 1 Mile Marker for the Arc Boundary publicly accessible. This trail can be accessed in White Clay Creek Preserve near the proposed Mason-Dixon Heritage Center at the Sexton’s House. Interpretation at the trailhead or along the trail could talk about the transfer of Delaware residents into Pennsylvania as a result of the redrawing of the western section of the Arc in 1892, the years this marker was placed. Interpretative materials should reference the proposed exhibits at New Garden Township Park and Arc Corner Trail.

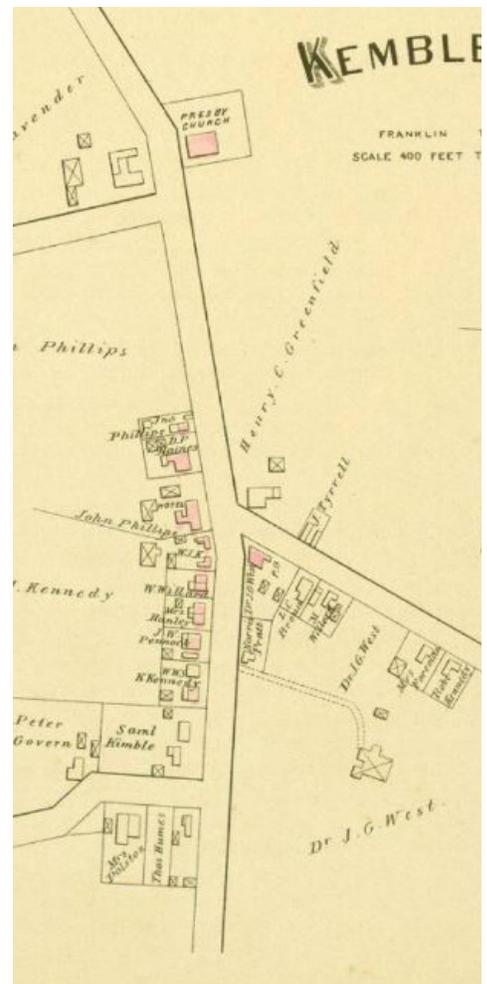


05. AGRICULTURAL LANDSCAPE INTERPRETIVE SITES

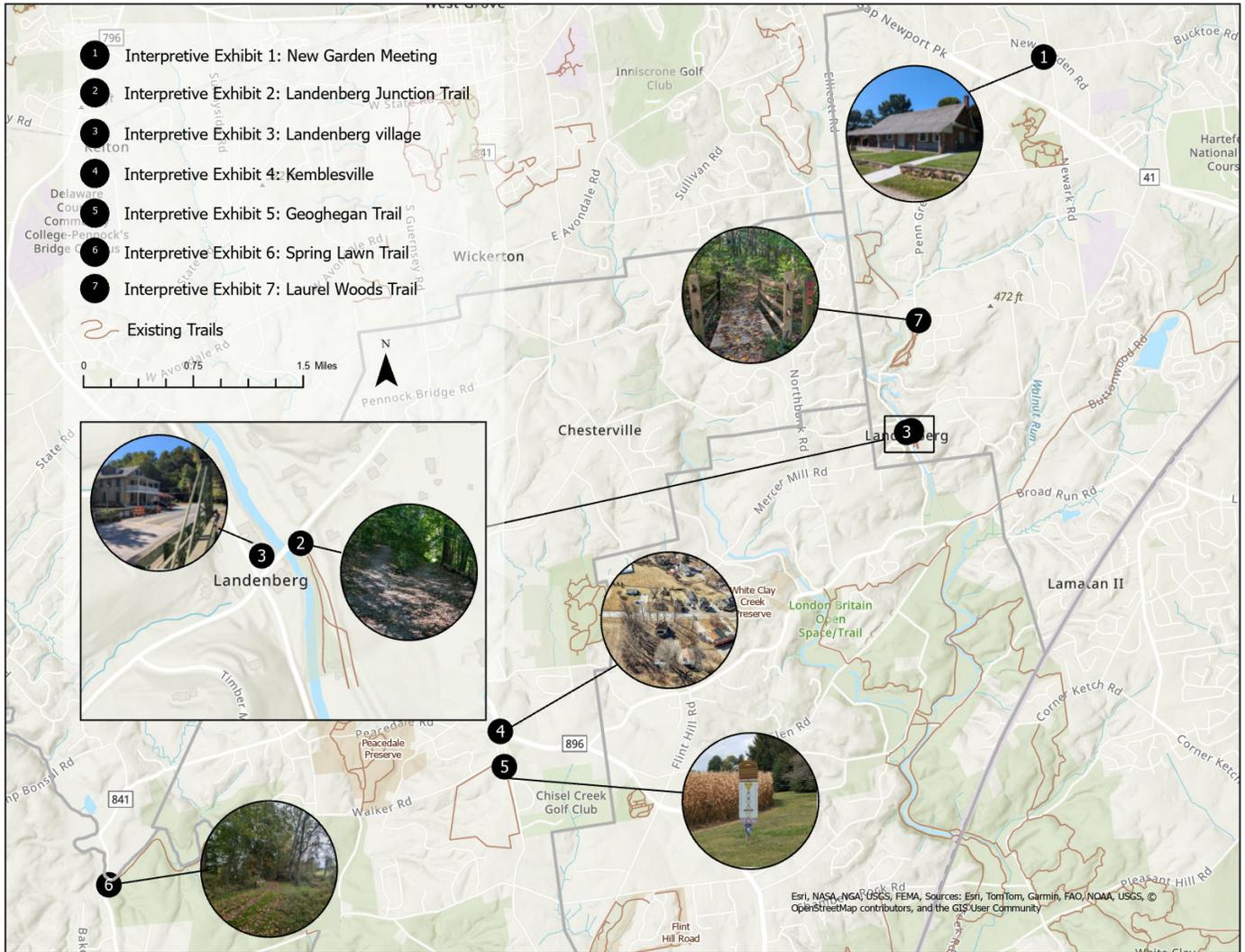
Predominantly upland landscape that was converted to farmland upon settlement by Europeans beginning in the 1720s, the Mason-Dixon/Arc Corner Region largely retains its rural agricultural character despite suburbanization since the 1960s. The four townships are well-positioned to present themes related to The Agricultural Landscape of southern Chester County. Interpretation may focus on peoples, settlement patterns, farm landscapes, the role of crossroads villages in the agricultural community, three centuries of agricultural development, and suburban transformation

Kemblesville is central to this theme and is a highly significant interpretive site, exploring the role of a crossroads village in serving surrounding farms as well as the character of the farmland and its peoples. Kemblesville, however, is not accessible to pedestrians, with fast-moving traffic and no sidewalks, and has no stores or public facilities in the historic buildings of the village. The Franklin Township Comprehensive Plan (2022) calls for development of a Village Master Plan with traffic calming measures and sidewalks to be installed in the future. Much of Kemblesville is a township-designated, National Register-eligible historic district that is primarily residential in character, with historic homes close to the busy road.

Agritourism sites, like 1723 Vineyards, Paradoxx Winery, Va La Vineyards, Old Stone Cidery, Brandywine Polo Club, Mother Earth Organic Mushrooms, and To-Jo Mushrooms, could play a role in an interpretive presentation. Ag tourism sites have limited availability in terms of when people can visit – they are not publicly accessible all the time. Nonetheless, they have the potential to weave their own stories into the presentation of the overall landscape’s historical development.



A map of Kemblesville from the 1883 Breou's Atlas of Chester County.



INTERPRETIVE SITE: NEW GARDEN MEETING HOUSE, c. 1743

THEME: The Agricultural Landscape

TOWNSHIP: New Garden

One Interpretive Exhibit could build on the theme The Agricultural Landscape and tell the story of Early European Settlement and Farm Landscapes in New Garden. A second Interpretive Exhibit could have a view of the Meeting House and outline the history of the New Garden Monthly Meeting and the Quaker perspective and heritage. A third Interpretive Exhibit could face the cemetery, outline its history, and discuss several of the local farm families buried there. Where the farm families lived should be shown on a historical map of the Township included in the first interpretive exhibit.



INTERPRETIVE SITE: LANDENBERG JUNCTION TRAIL

THEME: The Agricultural Landscape

TOWNSHIP: New Garden

Interpretive exhibits on the Landenberg Junction Trail should continue the narrative interpreting Landenberg Village and its mill story. The picnic area offers an important opportunity to look back towards the village of Landenberg and to illustrate the locations of various existing and former historic structures – the store, the former mill, and other features. A new full-sized Interpretive Exhibit to interpret the village using historic photos and an illustrative map could be installed near the creek.

The current trailhead exhibit should be repaired and updated with a highly visual trail map that shows features of the historic landscape and the railroad routes in relation to this trail and the nearby Laurel Woods, and Mill Race trails. An introduction to the history of the railroad lines could be made here. The trail loop follows the railroad beds, though it is difficult to discern this currently. Interpretive exhibits along the trail could interpret more about the railroad lines and the natural landscape in the vicinity. The exhibits should connect the interpretation here on both topics with the interpretation at the Laurel Woods Trail where visitors can view the creek and the railroad cut.



INTERPRETIVE SITE: LANDENBERG VILLAGE

THEME: The Agricultural Landscape

TOWNSHIP: New Garden

An Orientation Exhibit should introduce visitors to The Agricultural Landscape theme. It should include a plan of the village showing the locations of Interpretive Sites. The exhibit should present an overview of the village’s history providing context for the other exhibits in the village. A second upright Interpretive Exhibit adjacent to the Orientation Exhibit is suggested to provide detailed interpretation of the history of the United Methodist Church and its congregation. A folding brochure holder should be provided, and the brochure should include a village map that identifies the exhibit sites as well as supporting photos and text content. A QR code on the panel (and other exhibit panels as well) should link to more detailed interpretive content available at the Mason-Dixon/Arc Corner presentation online.

After the initial orientation to Landenberg’s history, visitors could explore specific elements of the village’s historic landscape by foot through a series of smaller interpretive exhibits installed at the store, hotel, mill and tenement house sites, bridge, and along the Landenberg Junction Trail. Working with property owners, locations should be identified that are accessible, safe, and unobtrusive. Proposed exhibits should be highly visual and use available photos from the 1870s. The exhibits should be located strategically within the landscape and positioned so that visitors can compare the modern views to the historic views depicted in the photos. Interpretation of the mills should include discussion of the milling process and product and product consumers. Exhibits located between the store, bridge, and trail can enhance visitors’ experiences as they explore the village, and lead visitors to the trail.



INTERPRETIVE SITE: LAUREL WOODS TRAIL

THEME: THEME: The Agricultural Landscape

TOWNSHIP: New Garden

Interpretation at the Laurel Woods Trail should be designed so that it is coordinated with the interpretation at the Landenberg Junction Trail and Mill Race Trail. All three trails follow or offer the opportunity to view the course of the Pomeroy & Newark Railroad and White Clay Creek. Interpretive exhibits at the three trails should complement each other on both the railroad and creek valley stories and, together, build a full picture of these subjects.



INTERPRETIVE SITE: KEMBLESVILLE

THEME: The Agricultural Landscape

TOWNSHIP: Franklin

As Franklin Township's largest historic village located strategically along New London Road, Kemblesville is an important interpretive location for addressing the Township's historic agricultural landscape and the role of a crossroads village, which serves surrounding farms. Kemblesville is not accessible to pedestrians, with fast-moving traffic and no sidewalks, and has no stores or public facilities in its historic buildings. This plan's approach for interpretation is to support the Village Master Plan concept discussed in the Comprehensive Plan, and to propose that when master planning is undertaken and improvements are installed, they include comprehensive interpretive exhibits and enhancements beyond what is discussed here. Three sites within Kemblesville are proposed for interpretation at this time: Franklin Township's Municipal Complex, 1723 Vineyards, and Christ Church at the Grove.

The lawn area behind the Township building could be established as an interpretive area, with directional signage and a walkway from the parking area, landscaping, a small paved area, seating, and interpretive exhibits. In the future, pedestrian connections could be made from the park to the pedestrian walkways constructed along New London and Appleton roads. This site could introduce early settlement of the London Tract, provide an overview of the history of the village, outline the relationship of the village to the broader agricultural landscape, and map key buildings and the other proposed interpretive sites in Kemblesville. The region's two other nearby historic villages, Chesterville and Strickersville, could be mentioned in the discussion of crossroads villages.

Wayside Interpretive Exhibits could be located at 1723 Vineyards at a spot convenient for both patrons and visitors with owner consultation and approval. The exhibits could interpret the historic McMaster Farm, related agricultural topics, and the northern portion of the village, where Benjamin Franklin once owned property.

Wayside Interpretive Exhibits interpreting the former Presbyterian Church, Flint Hill and Kemblesville Methodist churches, and key historic families in the cemetery from the village and surrounding farms are proposed for a location adjacent to the cemetery at Christ Church at the Grove.



INTERPRETIVE SITE: GEOGHEGAN TRAIL

THEME: The Agricultural Landscape

TOWNSHIP: Franklin

A Trail Orientation Exhibit should be installed at the trailhead on Walker Road to provide an introduction to the trail and to Fox Chase Farm; a trail map could be included. The Trail Orientation Exhibit should introduce The Agricultural Landscape theme. Install up to four wayside interpretive exhibits along the 2-mile trail that interpret the history of Fox Chase Farm, historic farming practices in the region and their evolution, farmland preservation efforts, and responsible land stewardship through sustainable farming practices.



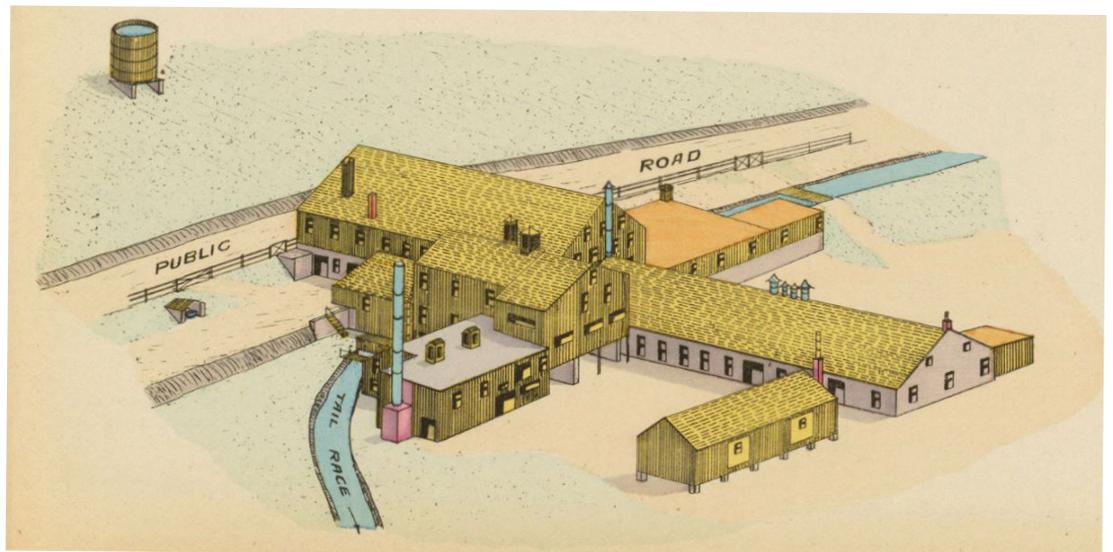
INTERPRETIVE SITE: SPRING LAWN TRAIL

THEME: The Agricultural Landscape

TOWNSHIP: Elk

The Springlawn Trail offers the opportunity to interpret the region’s milling history by highlighting the mills that once operated along the Big Elk Creek to produce flour, paper, and other products for both the local community and to sell in larger markets. Interpretation of the paper mill and dam ruins along the trail can show how people used the creek and land to harness water power to run the mills, creating an industry that allowed them to make a living and helped form communities. Topics could include water power and milling technology, mill products and how mills served the local community, both economically and socially. The interpretation on this trail can highlight the paper mill located along the trail using a historic insurance drawing of the structure to orient visitors to the ruins in relation to the trail.

Elk Township holds the trail easement for the Springlawn trail from DCNR and the easement allows for signage to be erected. This should be reviewed further by the township solicitor prior to developing interpretive content for this site. Interpretation at this site can remain limited and directed primarily at existing trail users and local residents.



Detail of the survey page for Springlawn Mill, Megargee Paper Mills along Big Elk Creek. From Hexamer General Surveys, Volume 29.



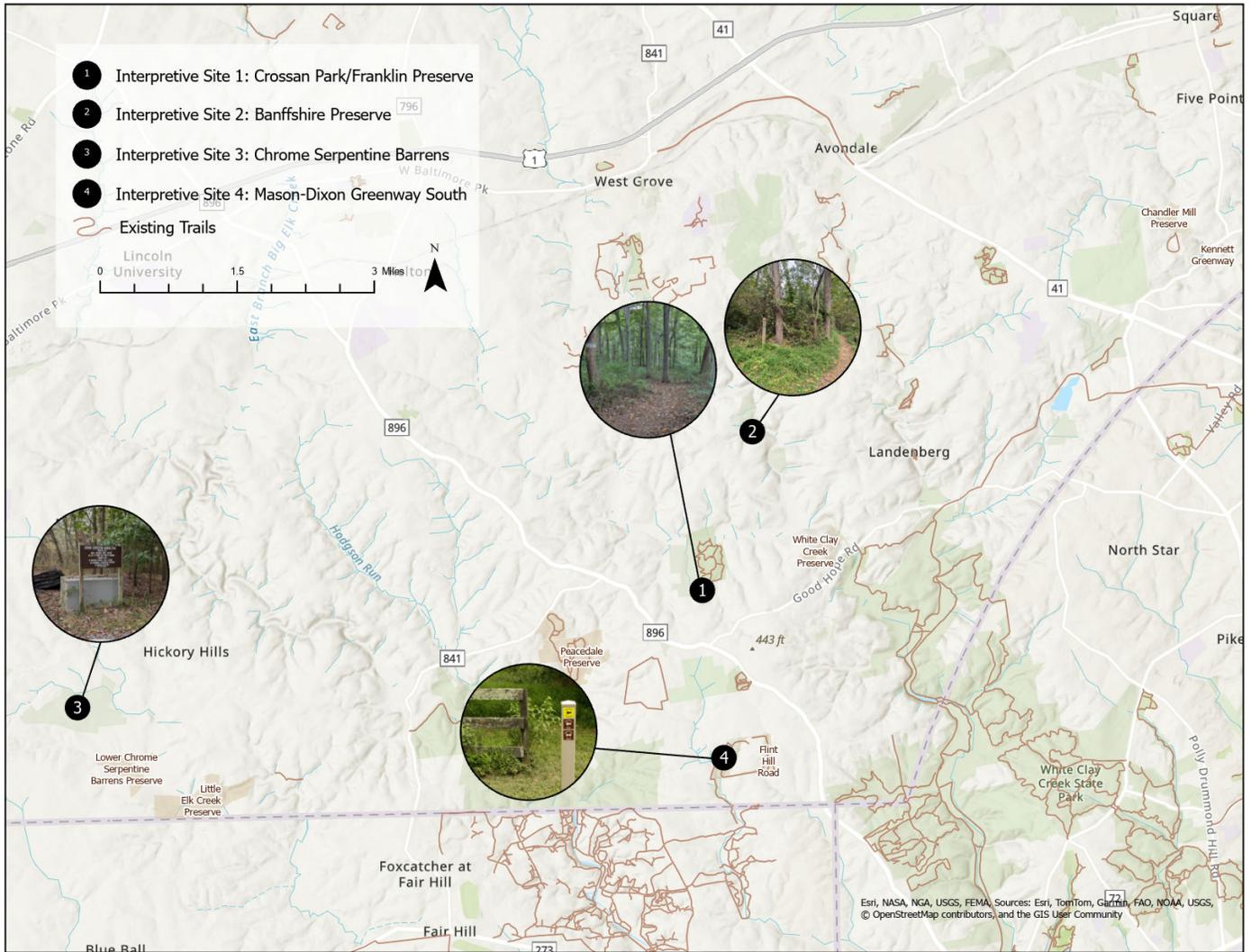
06 . NATURAL LANDSCAPE INTERPRETIVE SITES

The Mason-Dixon/Arc Corner Region is characterized by rolling hills and wooded creek valleys that offer rich opportunities for exploration and education. Numerous parks and preserves provide ample opportunities to highlight the area's natural beauty and ecological significance. The places identified in this plan as potential interpretive sites are spread across these publicly accessible natural spaces, where the local flora, fauna, geology, and history can be interpreted for visitors out for a walk or engaged in traveling the Heritage Network.

Many of the sites can touch on the Agricultural Landscape theme as well. Many of the preserves were once farmland, and the landscape has seen a transition from agricultural use to native meadows and woodlands in such parks and preserves as Franklin Preserve, Crossan Park, Peacedale Preserve, and Mason-Dixon Greenway South. These areas not only showcase the historical agricultural landscape but also illustrate ongoing efforts to restore natural habitats, and thus offer opportunities to interpret the ecological benefits of reforestation, meadow establishment, and sustainable farming practices.

This region also straddles two major watersheds: the Delaware River and the Chesapeake Bay. White Clay Creek, which runs through Franklin, New Garden, and London Britain townships, is a tributary of the Christina River, which flows into the Delaware River. The Big Elk and Little Elk Creeks, in Franklin and Elk townships, empty into the Elk River, which then flows south to the Chesapeake Bay.





INTERPRETIVE SITE: CROSSAN PARK/FRANKLIN PRESERVE

THEME: The Natural Landscape

SUBTHEME: The Agricultural Landscape

TOWNSHIP: Franklin

The park and preserve are an excellent location to engage residents and visitors about the natural history of the area, beginning with its context within the Piedmont Uplands, then introducing early settlement history and the history of the two farms once on the site, and extending into today with the abandonment of farming and the creation by successional plant communities of the current fields and woods.



INTERPRETIVE SITE: BANFFSHIRE PRESERVE

THEME: The Natural Landscape

TOWNSHIP: Franklin

The preserve is largely made up of old farmland that has been unused and reforested naturally since the mid-1900s. Interpretive exhibits here could touch on birdlife, plant life, other aspects of the ecosystem of the woodlands and the White Clay Creek watershed, and environmental challenges, for example invasive species and the impacts of climate change.



INTERPRETIVE SITE: CHROME BARRENS PRESERVE

THEME: The Natural Landscape

TOWNSHIP: Elk

Chrome Barrens Preserve, within the Stateline Serpentine Barrens, is owned by Elk Township, which has a management agreement with the Nature Conservancy. It has the potential to offer an opportunity for interpreting the serpentine barrens within the Mason-Dixon/Arc Corner Region. Currently, its location on Barren Road is a rather remote setting, and it seems as though it is prone to vandalism. Lower Chrome Barrens Serpentine Preserve does not have parking or public access at this time but could be included as an Interpretive Site in the future.

This site is positioned to interpret the significance and role of the unique geology of serpentine metamorphic rock, with its signature green hue, and the associated rare plant ecosystems and plant communities in both the Mason-Dixon/Arc Corner Region and Chester County as a whole. Serpentine stone was quarried and can be found in buildings throughout Chester County, and chromite ore was mined and shipped from Chester County, both domestically and internationally for other industries. It is important to note that neither the significance of the serpentine industry, nor the rare plant communities and ecosystems of serpentine barrens, are actively interpreted on an ongoing basis through outdoor exhibits or daily programs at any serpentine barrens location in Chester County.

Interpretation at this site should consider coordinating with Nottingham County Park/Serpentine Barrens, a recognized National Natural Landmark. As an established county park, it has the potential for connecting the serpentine barrens in the region.



INTERPRETIVE SITE: MASON-DIXON GREENWAY SOUTH

THEME: The Natural Landscape

TOWNSHIP: London Britain

Mason-Dixon Greenway South is a high-quality open space that provides the foundation for future development of the full Mason-Dixon Greenway Trail connecting White Clay Creek Preserve with Fair Hill Natural Resources Management Area. In the short term, the property is a high-quality local park used by residents and can offer interpretation in addition to passive recreation.

Like Crossan Park/Franklin Preserve, Mason-Dixon Greenway South can be used to interpret both the natural landscape and the historical agricultural landscape. The interpretation should focus on how the natural areas have been preserved for the future, but the historical agricultural landscape from which the preserve is evolving can provide the basis for looking at that evolution. A detailed context on the Piedmont Uplands of southern Chester County, including its geology, landforms, watersheds, and plant communities, can be discussed. The property's location within that context should be shown. The Christina River watershed should be a particular focus.



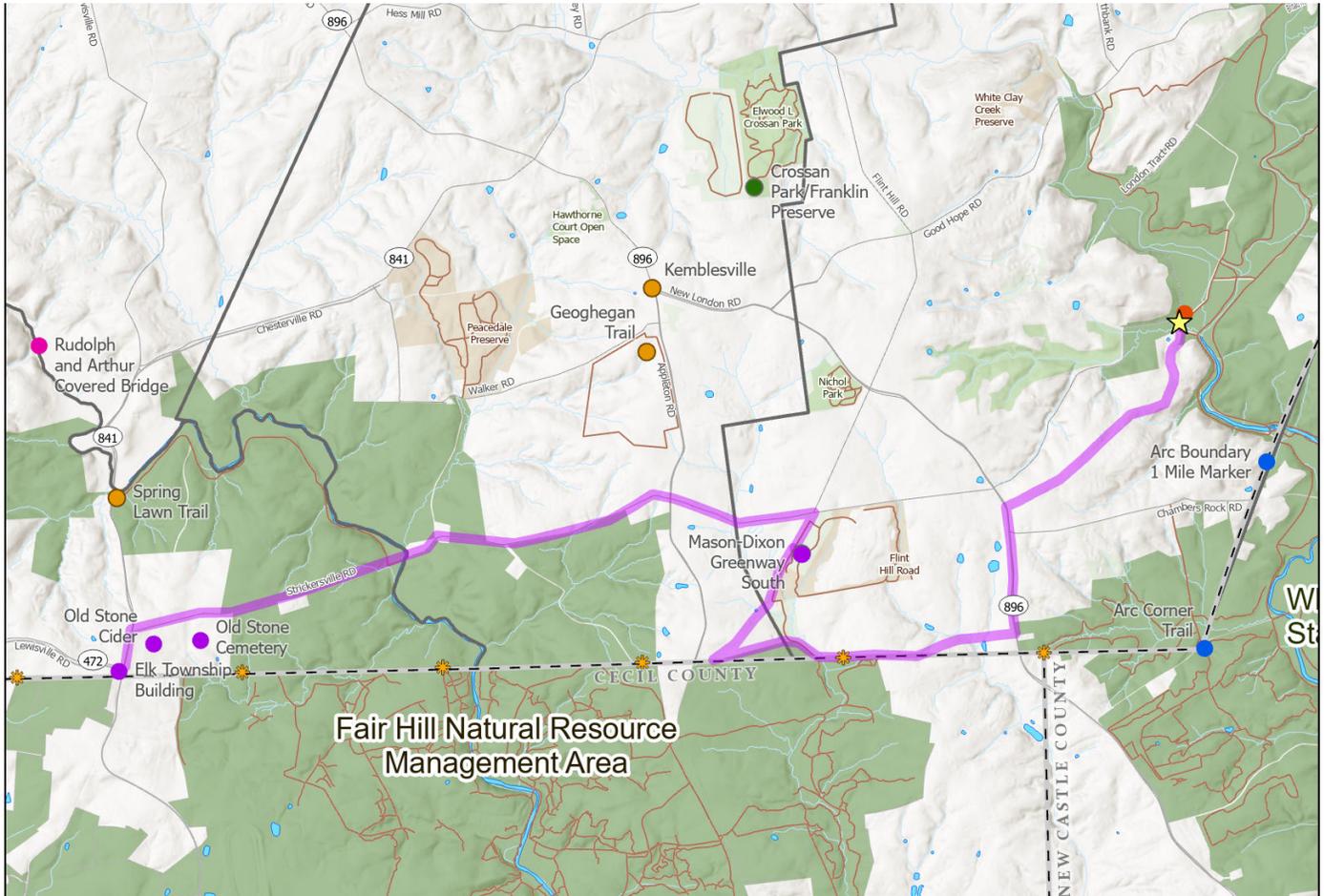


07. REGIONAL CONNECTIVITY

The rural character of the Mason-Dixon/Arc Corner Region offers picturesque views and opportunities for open space preservation, while also boasting a rich array of historic and local resources. However, the widespread distribution of these resources presents challenges in creating a cohesive trail network. Despite this, key trail connections have been identified to link regional sites and clusters of resources, specifically in New Garden and London Britain. Unfortunately, Elk and Franklin townships pose more difficulty, as their resources are dispersed and there is limited development of existing or planned trails, apart from those within parks and preserves. To address this, driving tours should be developed.

DRIVING TOURS

Organized driving tours offer an excellent way to connect, in a cohesive and meaningful manner, sites that have limited or no pedestrian access in a cohesive and meaningful manner. These tours can be designed to narrate a story centered around the key themes outlined in this plan. Additionally, the driving tour directions can include prompts that highlight significant landscapes along the route, such as historic sites, active farms, and preserved lands that are visible from the road but not open to the public. This approach not only enhances the visitor experience but also fosters an appreciation for the area's history, culture, and natural beauty.



Mason-Dixon Driving Tour

- White Clay Creek Preserve to Mason-Dixon South via Elbow Lane
 - Distance: 4.36 miles
 - Driving time: ~8 minutes
- Mason-Dixon South to Lewisville
 - Distance: 3.94 miles
 - Driving time: ~7 minutes

Total Distance: 8.3 miles

Total Drive Time: ~ 15 minutes

This tour can be expanded further to include additional sites associated with the Mason-Dixon Survey like the Stargazers' Stone in Newlin Township and the southernmost point of Philadelphia, no longer extant but commemorated with a Pennsylvania State Historic Marker on South Street.

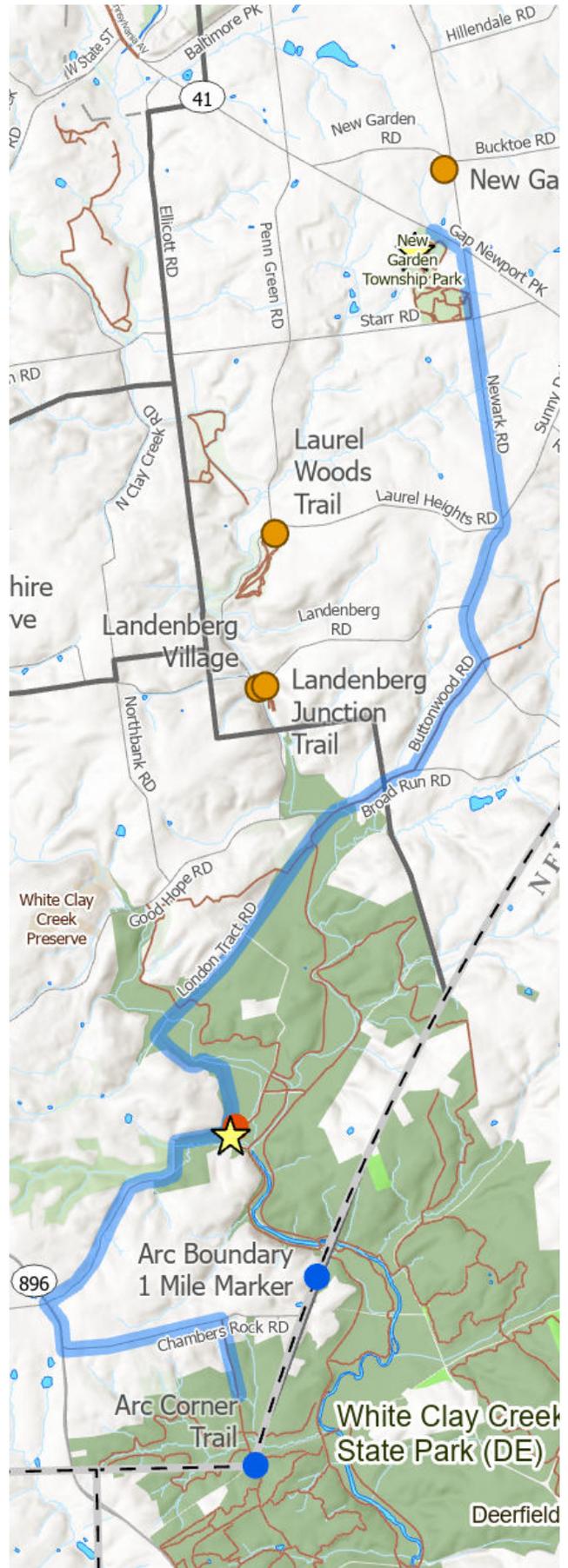
Arc Corner Driving Tour

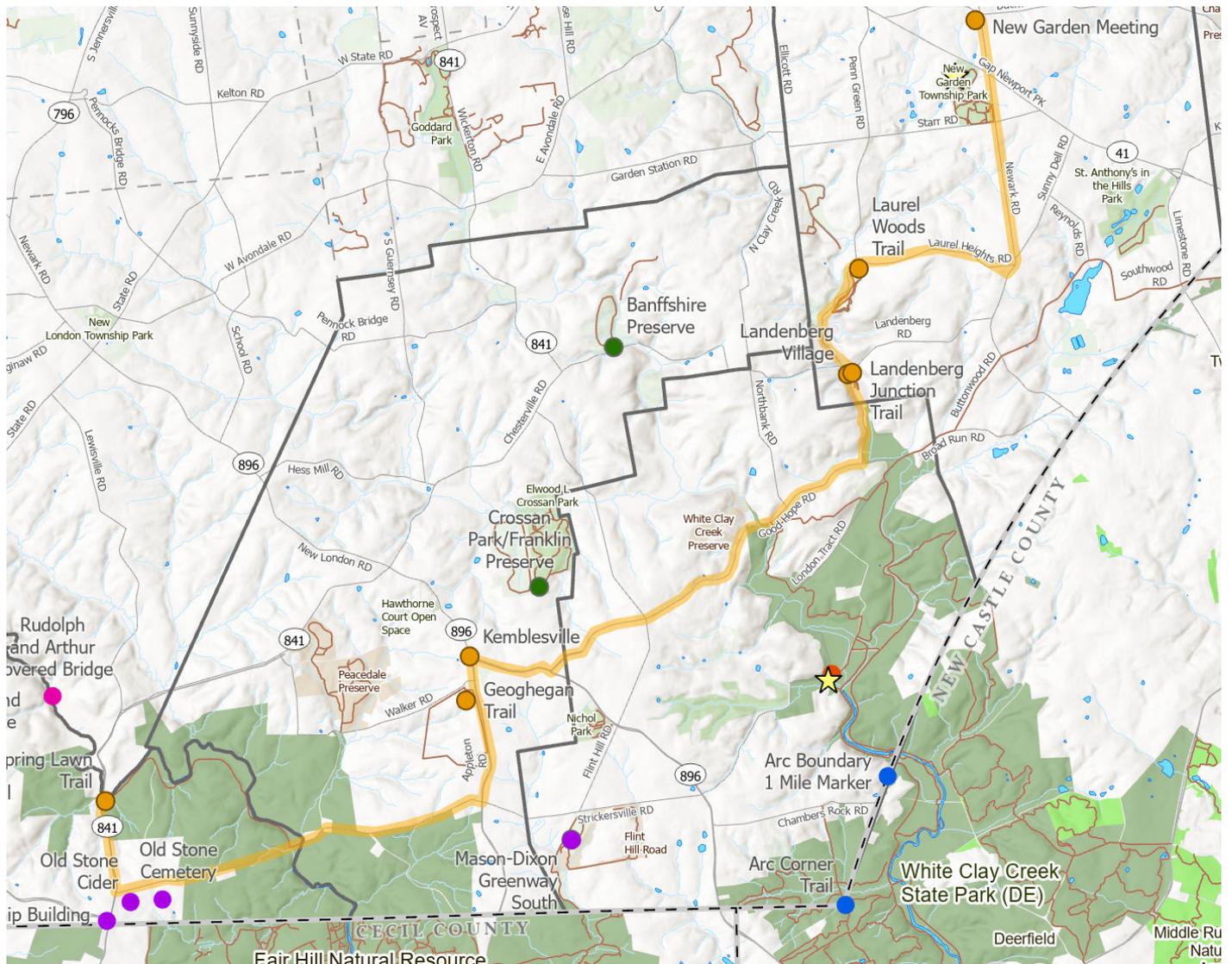
- New Garden Township Park to Arc Corner Road Trailhead
 - Distance: 8 miles
 - Driving time: ~ 15 minutes

Total Distance: 8 miles

Total Drive Time: ~ 15 minutes

In order to see the Arc Corner Monument and Boundary 1 Mile Marker, this driving tour will require short hikes.



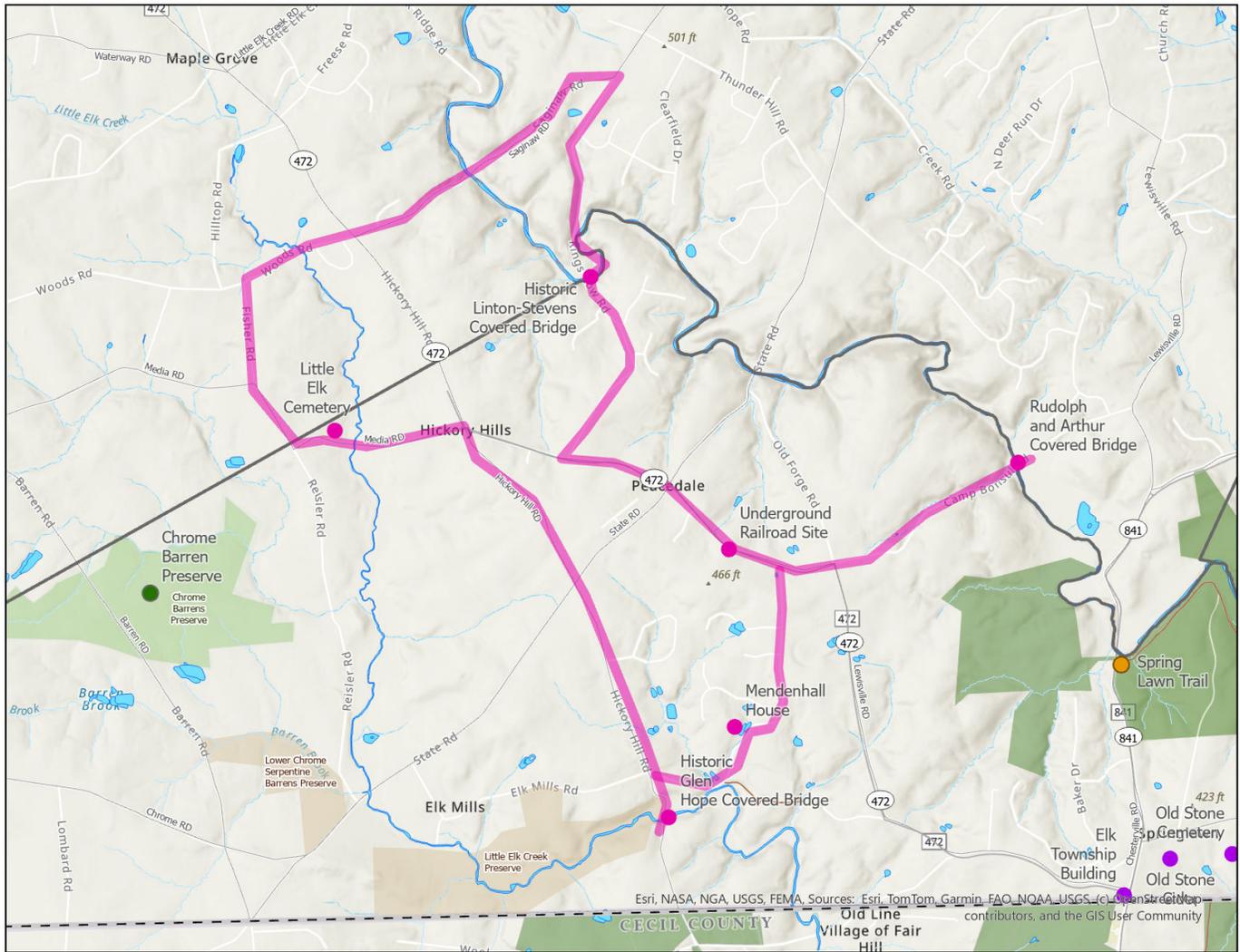


Agricultural Site Driving Tour

- New Garden Meeting to Landenberg:
 - Distance: 3.50 miles
 - Driving time: ~7 minutes
- Landenberg to Kemblesville:
 - Distance: 4.4 miles
 - Driving time: ~7 minutes
- Kemblesville to Spring Lawn Trail:
 - Distance: 4.4 miles
 - Driving time: ~ 7 minutes

Total Distance: 12.3 miles

Total Drive Time: ~ 21 minutes



Viewing Corridors

This route connects viewing corridors that showcase sites that do not have parking or are not open to the public but can be seen from the roadway. The sites include covered bridges, historic cemeteries, and houses associated with the Underground Railroad. These locations can be included in any of the themed driving tours. The tour as presented here would take approximately 10 miles or 20 minutes.

Sites:

- Rudolph and Arthur Covered Bridge (currently being reconstructed)
- House on Lewisville Road (associated with the Underground Railroad)
- Linton Stephens Bridge
- Little Elk Meeting House and Cemetery
- Glen Hope Bridge
- Mendenhall House (associated with the Underground Railroad)

LONDON BRITAIN PRIORITY TRAIL CONNECTIONS

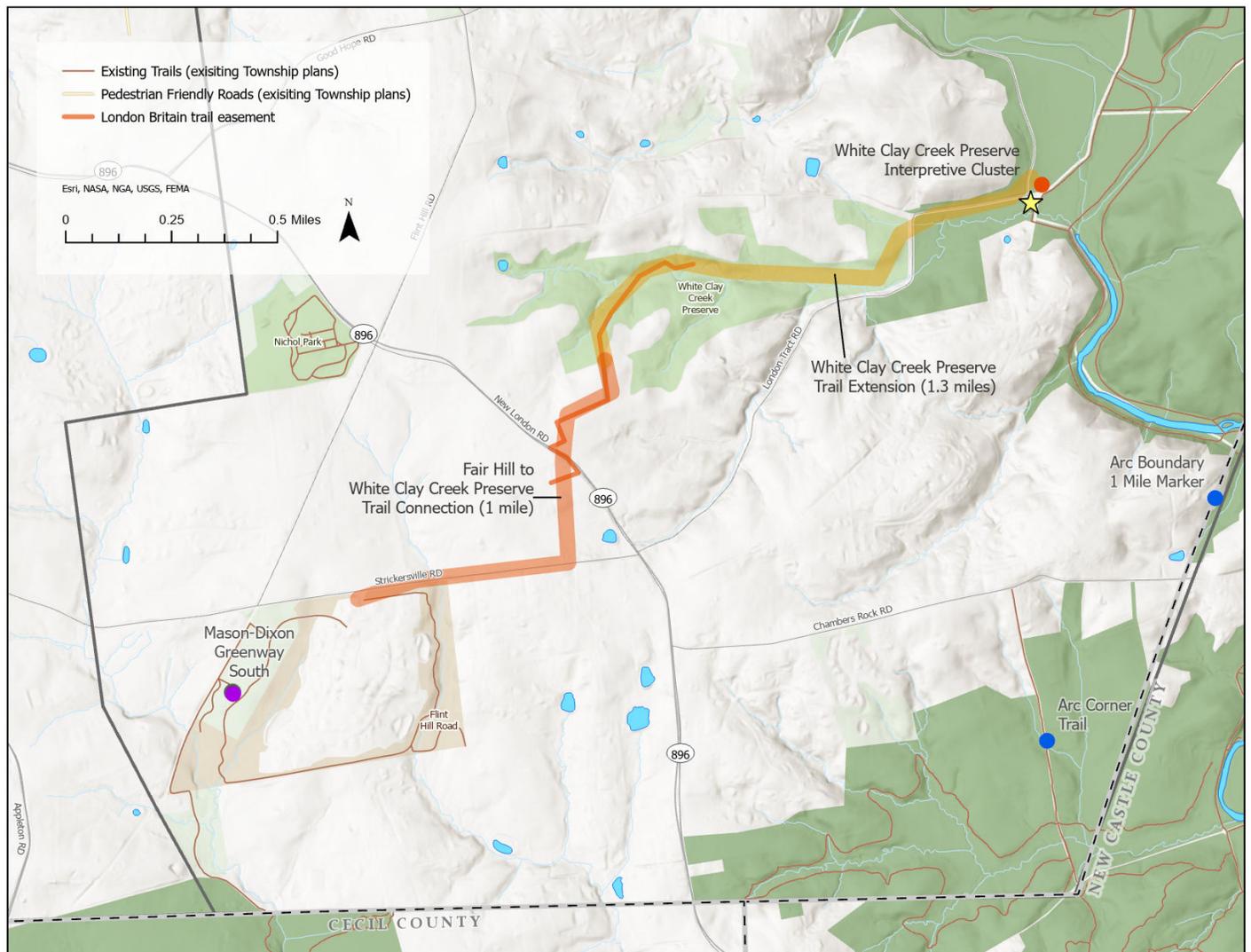
This trail connection would provide pedestrian, bike and equestrian access between Fair Hill Nature Center and the White Clay Creek Preserve in Pennsylvania. This connection would use an existing trail connection between Fair Hill Nature Center and Mason-Dixon Greenway South. From Mason-Dixon Greenway South options for a trail connection of about 0.7 miles along Strickersville Road to Route 896 would need to be investigated. London Britain Township has secured a trail easement that would connect from Route 896 to the White Clay Creek Preserve extension (dark orange line on map). Once within the White Clay Creek Preserve, trails would have to be created to extend into the existing trail system and to the proposed Heritage Center and interpretive sites located within the preserve. This trail connection is also proposed in the London Britain Township Comprehensive Plan.

Fair Hill to White Clay Creek Preserve Trail Connection

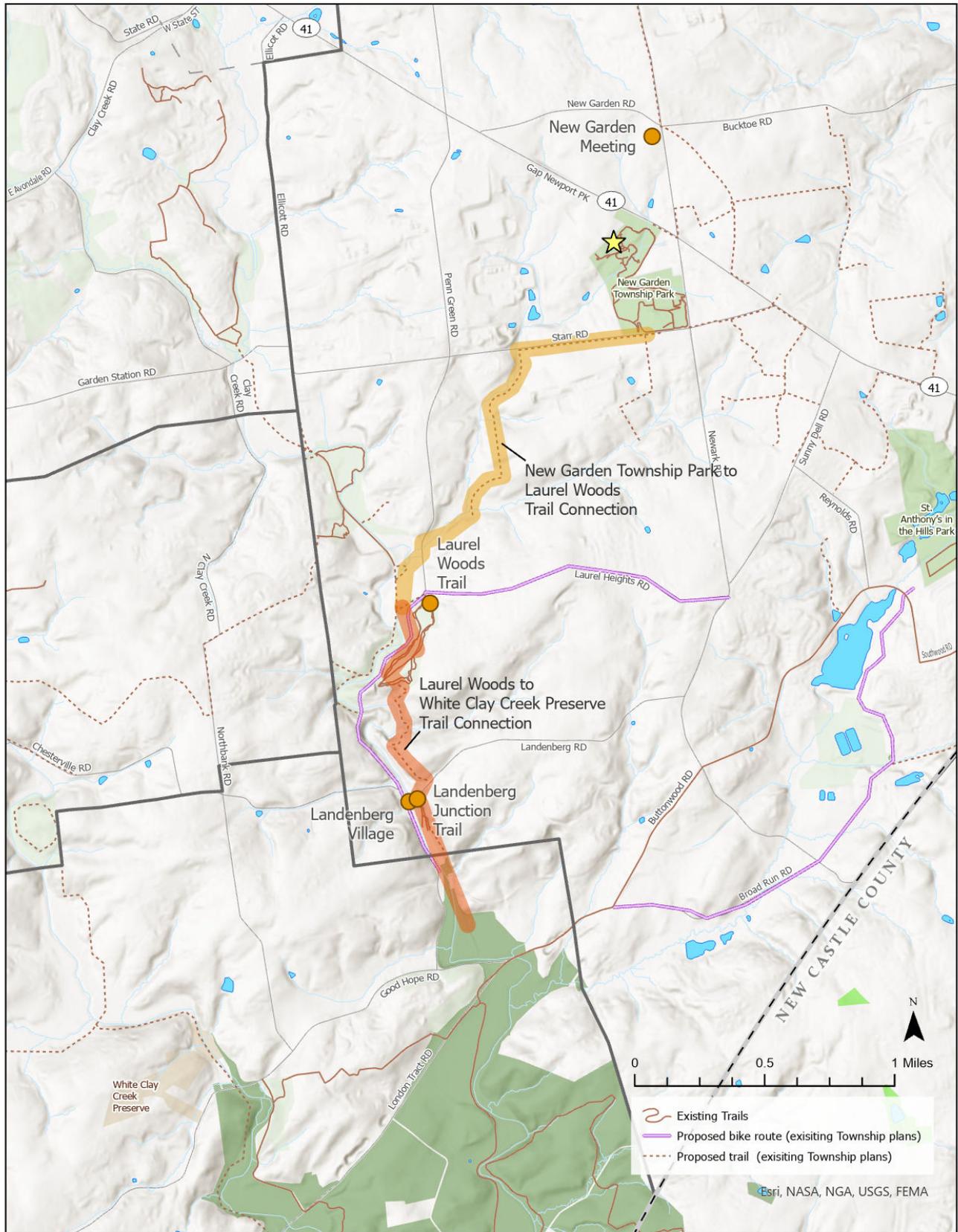
- Proposed Uses: Pedestrian, Bike and Equestrian
- Length: 1 mile
- Trail type: Combination of natural and improved surfaces
- Combination of existing trails, trail easement and proposed trails
- Key Partners: London Britain Township and DCNR
- Next steps: Trail feasibility study

WCCP Trail Extension

- Proposed Uses: Pedestrian, Bike and Equestrian
- Length: 1.3 miles
- Trail type: Natural surface
- Combination trail easement and proposed trails
- Key Partners: London Britain Township and DCNR



NEW GARDEN PRIORITY TRAIL CONNECTIONS



This trail connection is comprised of two phases, the first phase would use a combination of existing and proposed trails to connect the Laurel Woods Trail through Landenberg and into the White Clay Creek Preserve. Portions of this trail could use existing trails within the Laurel Woods trail network and the Landenberg Junction Trail. The proposed trail connection between Laurel Woods and Landenberg Junction Trail would be approximately 0.45 miles and the gap between Landenberg Junction Trail and the boundary of the White Clay Creek Preserve is about 0.16 miles. Additional trails would need to be planned within the White Clay Creek Preserve to connect to the existing trail network. If feasible, this trail connection could follow the historic Pomeroy & Newark Railroad railbed. All portions of this proposed trail connection are included on New Garden Township trail plans.

The second phase of this trail connection would connect the New Garden Township Park with the Laurel Woods Trail. While a large portion of this trail connection is also proposed in township plans, there is a 0.3-mile gap that would need to be evaluated.

Laurel Woods to White Clay Creek Preserve Trail Connection

- Proposed Uses: Pedestrian and Bike
- Length: 1.4 miles
- Trail type: Combination of natural and improved surfaces
- Combination of existing and proposed trails
- Key Partners: New Garden Township and DCNR
- Next steps: Trail feasibility study

New Garden Township Park to Laurel Woods Trail

- Proposed Uses: Pedestrian and Bike
- Length: 1.7 miles
- Trail type: Combination of natural and improved surfaces
- Combination of existing and proposed trails
- Key Partners: New Garden Township
- Next steps: Trail feasibility study

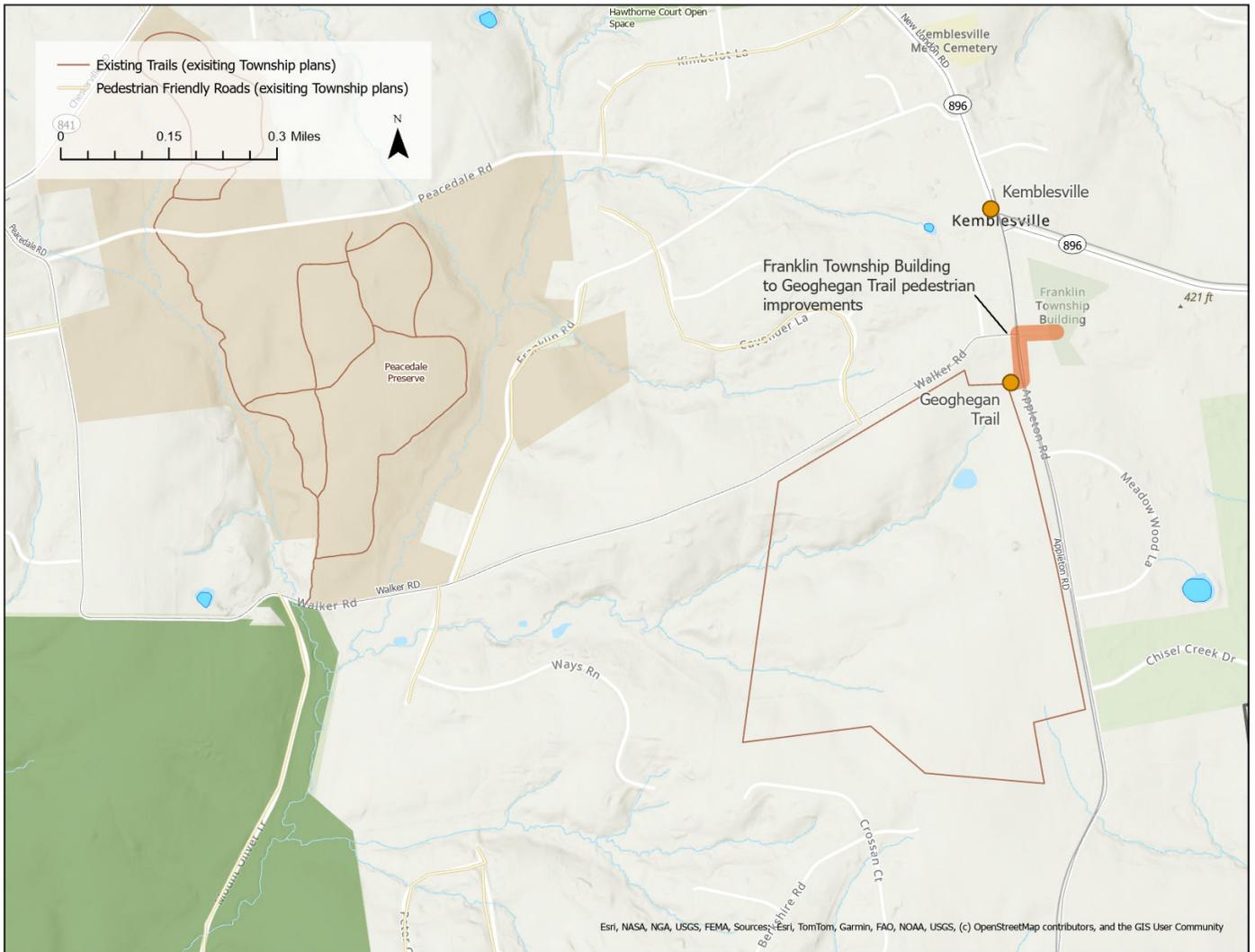
Total Length: 3 miles of new trails

FRANKLIN TOWNSHIP PRIORITY TRAIL CONNECTION

This trail improvement is proposed to provide improved wayfinding to direct trail users from the trailhead parking to Geoghegan Trail. Additional pedestrian improvements from the trailhead parking located at the Township Building to Geoghegan trail should identify a safe pedestrian crossing across Appleton Road.

Franklin Township Building to Geoghegan Trail

- Proposed Uses: Pedestrian
- Trail type: Combination of natural and improved surfaces
- Combination of existing and proposed trails
- Key Partners: Franklin Township
- Next steps: Pedestrian crossing improvements

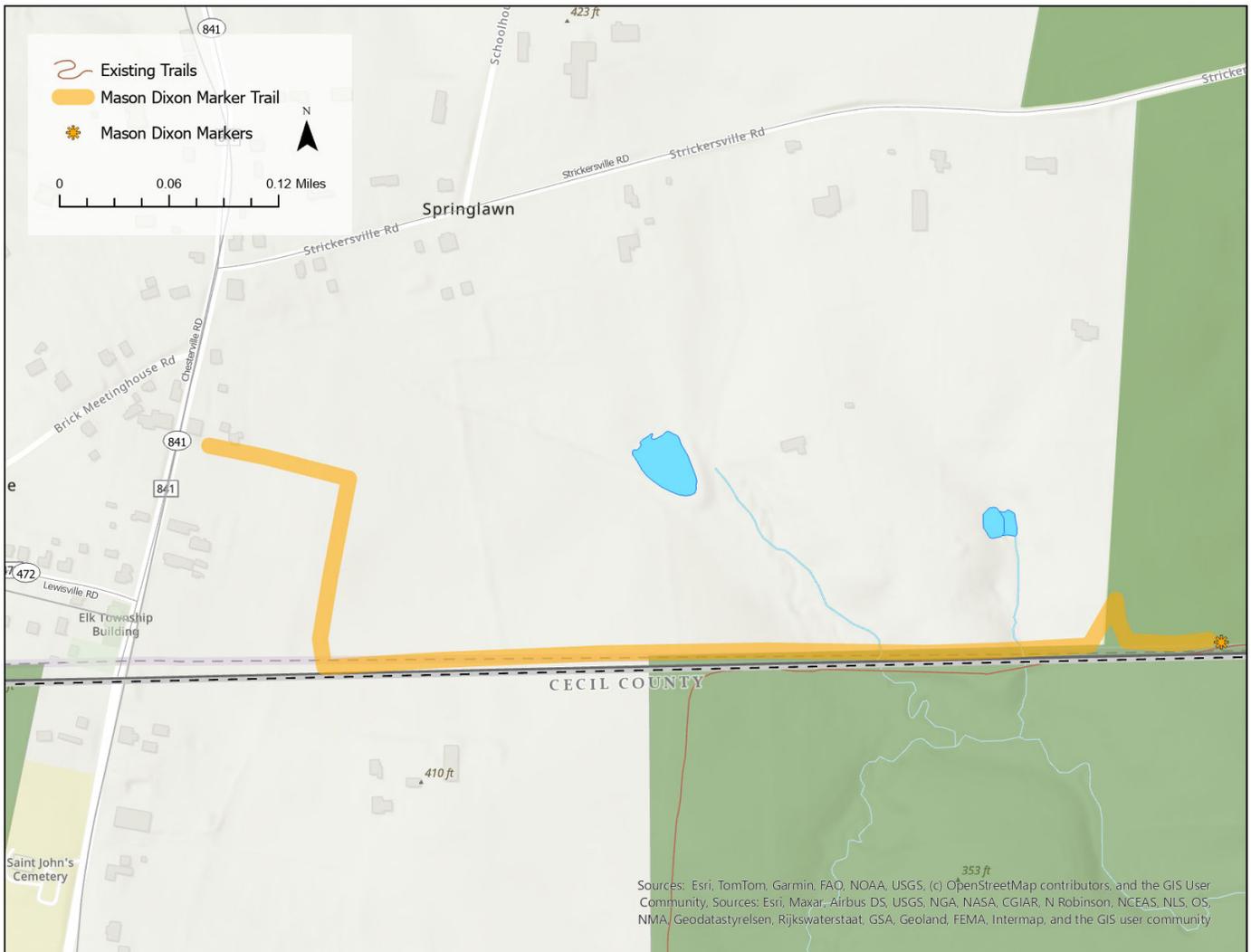


ELK TOWNSHIP PRIORITY TRAIL CONNECTION

This proposed trail would provide pedestrian access to Mason-Dixon Mile Marker 4 from Old Stone Cider in Lewisville, PA. Beginning at the cidery's parking lot, visitors could enjoy a walk along natural surface trails leading to the historic marker. The route would follow the scenic edges of fields and woodlands with the opportunity for small QR posts to engage visitors with aspects of the region's history and Mason-Dixon story. Portions of the proposed trail are already in limited use for cycling events. The concept has been discussed with the property owner and has their preliminary support.

Old Stone Cider to Mason-Dixon Mile Marker 4

- Proposed Uses: Pedestrian
- Length: 0.7 miles
- Trail type: Natural surfaces
- Combination proposed and existing trails
- Key Partners: Property Owner, Elk Township





08. IDENTITY & BRANDING

The Mason-Dixon Line and Arc Boundary weave through rural Chester County, PA, connecting various potential heritage centers and interpretive sites. Despite the wealth of history embedded within these locations, a cohesive understanding of their interconnectedness could be lost on visitors due to a lack of unified presentation and accessibility.

An overarching brand identity is essential to enhance the visibility, comprehension, and accessibility of these sites. By establishing a clear and consistent brand, the connected sites can present a unified narrative that emphasizes their collective significance with relation to the Mason-Dixon/Arc Corner Region. A strong brand identity will also facilitate effective wayfinding, making it easier for visitors to navigate the region and appreciate the broader historical context.

STRATEGIC APPLICATION OF BRAND IDENTITY

To effectively communicate the unified brand identity, it must be applied consistently across various marketing and signage materials, including:

WAYFINDING AND INTERPRETIVE SIGNAGE: Directional signs, interpretive panels, trail markers, and gateway signage.

PRINT MATERIALS: Brochures, maps, visitor guides, educational materials, and promotional posters.

DIGITAL PRESENCE: Website design, social media graphics, online advertising, and interactive digital maps.

MERCHANDISING: Branded souvenirs, apparel, and other retail items that reinforce the heritage experience and can provide fund-raising assistance.

EVENTS AND EXHIBITIONS: Branded displays, banners, and event promotional materials that tie into the overarching identity.

PROFESSIONAL DESIGN SYSTEM

To ensure cohesion and a consistent visitor and user experience, a comprehensive design system should be developed. This system should include:

LOGO AND VISUAL ELEMENTS: A distinctive logo, color palette, typography, and graphic motifs that convey the historical and cultural essence of the Mason-Dixon/Arc Corner Region.

(See proposed identity and application on the following page)

DESIGN GUIDELINES: A style guide providing clear instructions for consistent application across all materials, ensuring visual harmony and recognizability.

TEMPLATES AND ASSETS: Pre-designed templates for print, digital, and environmental materials to streamline future marketing efforts.

ADAPTING FOR VOLUNTEER ORGANIZATIONS

Recognizing that much of the Mason-Dixon/Arc Corner material may be produced by volunteer or municipal organizations with limited financial resources, the design system should be structured to be practical and affordable. This includes:

PRE-DESIGNED TEMPLATES: Providing easy-to-use templates for brochures, signs, social media posts, and flyers that can be edited with common software (e.g., Canva, Microsoft Word, or Google Docs).

SMALL-QUANTITY DIGITAL PRINTING: Recommending cost-effective printing solutions suitable for short-run prints that do not require large minimum orders.

SHARED RESOURCES: Establishing an online repository of graphic assets and guidelines accessible to all participating organizations.

TRAINING AND GUIDANCE: Offering simplified design guides and occasional workshops to help volunteers apply the brand identity effectively.



PARTNERSHIPS AND SPONSORSHIPS: Exploring collaborations with local businesses and grant opportunities to subsidize design and production costs.

Creating a unified brand identity for the Mason-Dixon/Arc Corner heritage sites in Chester County, PA, is essential to transform these dispersed historical points of interest into a coherent, engaging experience. Through strategic branding, these sites can collectively tell a more powerful story and attract greater appreciation and visitation.





09. IMPLEMENTATION

This chapter identifies key strategies to assist in advancing the vision of the Mason-Dixon/Arc Corner Heritage Interpretation Network Concept. The completion of the recommendations falls to many different partners including private property owners, volunteers, nonprofit organizations, municipalities, and county government. While some efforts may be advanced by one entity, some may benefit from multiple partners, and could be implemented in a joint manner. Continued collaboration among different partners will be critical in ensuring the successful implementation of the recommended actions. As a regional effort, it is recommended that a Friends Group be formed to take primary responsibility for the project. This has been done successfully in Marshallton and Kennett Square where friends groups successfully partnered with private organizations to develop Heritage Centers. An alternative could be the joint working of the four townships' Historical Commissions. Quarterly joint meetings could be set to begin executing the plan.

Given the widespread enthusiasm and interest in heritage interpretation in this region, wherever possible partners should share information and collaborate with each other to reduce costs, improve efficiency, and promote consistency. A creative mix of funding sources, including donations, acquisition of grants, and coordinated fundraising efforts will help reduce the cost to plan, design, and construct the following projects and efforts.

The implementation matrices on the following pages outline a suite of recommendations. Each of these is assigned a priority and lead parties for implementation of the plan. The priority timeframe incorporates both the time to begin the strategy and the expected time it will take to implement. Lead parties should take the primary role during the process.

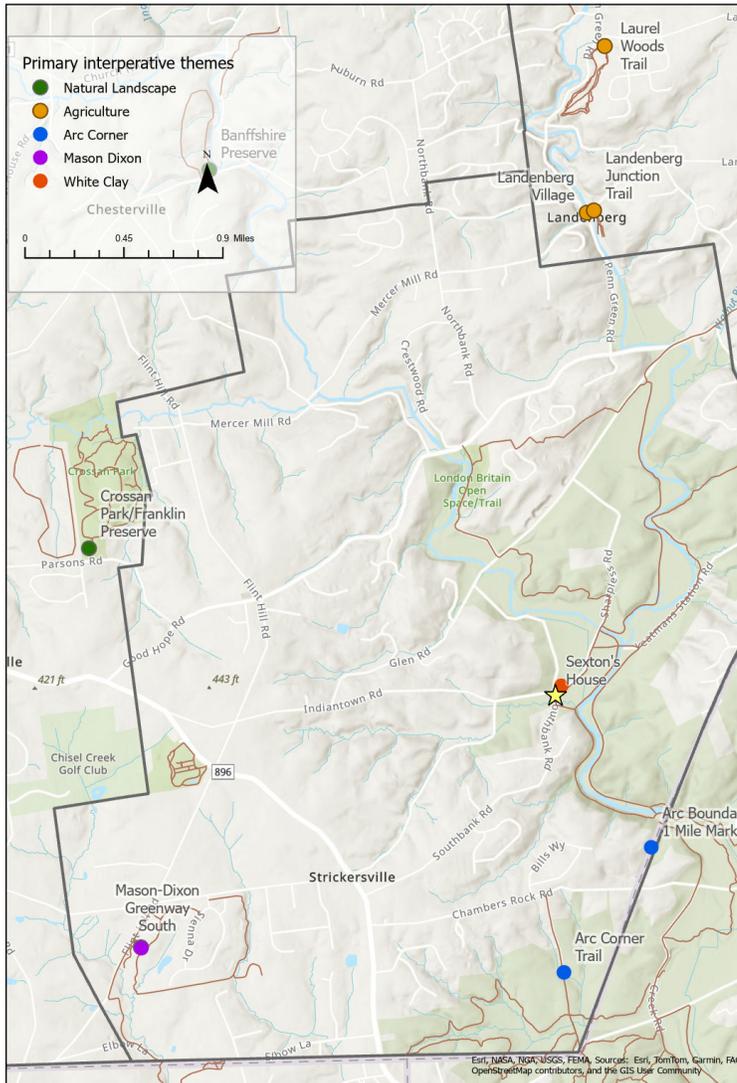
IMPLEMENTATION PRIORITY			
ST	Short Term: one to three years	LT	Long Term: seven to ten years
MT	Medium Term: four to six years	O	Ongoing
LEAD PARTY ABBREVIATION			
LBT	London Britain Township	FG	Mason-Dixon/Arc Corner Friends Group
ET	Elk Township	CCPC	Chester County Planning Commission
FT	Franklin Township	DCNR	Department of Conservation and Natural Resources
NGT	New Garden Township	WCCSP	White Clay Creek State Park
HC	Historical Commissions (All Townships)		

HERITAGE INTERPRETATION NETWORK GENERAL RECOMMENDATIONS				
NO.	RECOMMENDATION	PRIORITY	LEAD PARTIES	PARTNERS
1.1.	Establish a Friends Group to support the development of the Mason-Dixon/Arc Corner Heritage Interpretation Network. Recruit members from local historical commissions and engaged residents. Friends group activities may include, but are not limited to: Assisting with fundraising and volunteer efforts, Promoting and marketing the MD/AC Heritage Interpretation Network to residents and visitors.	ST	LBT, NGT, ET, FT	
1.2	Set a quarterly joint meeting of the four township historical commissions to continue regional collaboration, seek grants, and promote the heritage network and the Mason-Dixon/Arc Corner history.	ST	LBT, NGT, ET, FT	FG
1.3	Continue to engage with and support Chester County Heritage Tourism and Heritage Interpretation initiatives including the Heritage Tourism Plan (2024).	O	LBT, NGT, ET, FT	CCPC, FG
1.4	Continue collaboration with the Oxford Region's Agricultural Theme efforts and the Brandywine Scenic Byway Commission's Path to Freedom work to ensure complementary interpretation within the larger Heritage Interpretation Network.	O	LBT, NGT, ET, FT, FG	Oxford Region Historic Preservation Subcommittee, Brandywine Scenic Byway Commission

1.5	Acquire funding through grant applications, fundraising, and/or private donations.	ST	LBT, NGT, ET, FT, FG	CCPC
1.6	Design and launch a dedicated webpage for the Mason-Dixon/Arc Corner Heritage Interpretation Network. A visit to the region is likely to begin with an internet search and a well-designed website is the first opportunity to engage visitors with the sites and its stories. The website can be used to: Educate visitors about the heritage center concept, Highlight progress towards implementation, Link into the larger county wide Heritage Interpretive Network and Highlight over sites like Iron and Steel, and the Brandywine Battlefield.	ST	FG, HC	LBT, NGT, ET, FT, CCPC
1.7	Update municipal websites to include links to the master website and/or Heritage Center and public Interpretive Site websites for destinations located within the Township.	ST	LBT, NGT, ET, FT	FG, HC
1.8	Utilize the branding presented in this report to develop further wayfinding and interpretive graphic standards. This will ensure all sites in the Mason-Dixon/Arc Corner Heritage Interpretation Network are visually, interpretively, and physically connected. This will help welcome visitors to the sites, give them choices for how to move through the network, and provide an overarching understanding of how the events and stories throughout the region connect. This consistent visual voice should also carry through all the interpretive exhibits, associated printed matter such as brochures and maps, and all the online and digital content.	MT	FG, HC	LBT, NGT, ET, FT, CCPC
1.9	Create a tour guide or brochure that is available at Heritage Centers and Township Offices as well as on the network's website that covers the entire Mason-Dixon/Arc Corner Interpretive Network.	MT	FG, HC	LBT, NGT, ET, FT
1.10	Develop interpretive signage thoughtfully and in high quality materials with the understanding that they will not be changed or updated often. High-quality signs will require less regular maintenance and last longer.	MT	FG, HC	LBT, NGT, ET, FT

1.11	Existing bulletin cases located at trailheads, parks, and preserves should be cleaned up, repaired, and professional, graphically appealing interpretive media installed within the case. Key features for these exhibits include: Park or trail regulations, Map locating the visitor (You are here) within the Heritage Interpretation Network and at the trail, park or preserve, Introduction to the site and its history as it relates to the themes identified in this plan.	ST	FG, HC	Friends of the New Garden Trails, NGT, LBT, FT
1.12	Monitor the progress of the PA Department of Natural Resources' development of a Master Plan and a future visitor center for Big Elk Creek State Park to see where future coordination might occur.	ST	LBT, NGT, ET, FT	FG, HC
MASON-DIXON LINE/ARC CORNER THEME GENERAL RECOMMENDATIONS				
NO.	RECOMMENDATION	PRIORITY	LEAD PARTIES	PARTNERS
2.1	Where the Mason-Dixon Line and Arc Boundary monuments are on public land, Historical Commissions should consider offering informative guided tours to them. Townships and their Historical Commissions should also help interested landowners with preserving the boundary survey markers on their property; and if they are interested in allowing public access to a marker on their land, offer help with developing a plan and guidelines for doing that. Experiencing these sites firsthand engages individuals and may further their interest in exploring the rest of the network.	ST	FG, HC	LBT, NGT, ET, FT, DCNR
2.2	Work with Historical Commissions, and Boards of Supervisors in East and West Nottingham Townships to extend the Mason-Dixon Heritage Interpretation along the entire length of the border between Chester County, PA and Maryland.	MT	LBT, NGT, ET, FT, FG, HC	East Nottingham Township, West Nottingham Township
2.4	Develop or commission an audio tour that engages visitors on the Mason-Dixon/Arc Corner stories as they move through the Heritage Network. Relate the tour to the sites by referencing visuals in the building or landscape.	LT	FG, HC	LBT, NGT, ET, FT
2.5	Work with Natural Lands to connect the interpretive experience at the Stargazers' Stone with the Mason-Dixon Interpretive network.	MT	FG, HC	Natural Lands

LONDON BRITAIN TOWNSHIP SITE RECOMMENDATIONS



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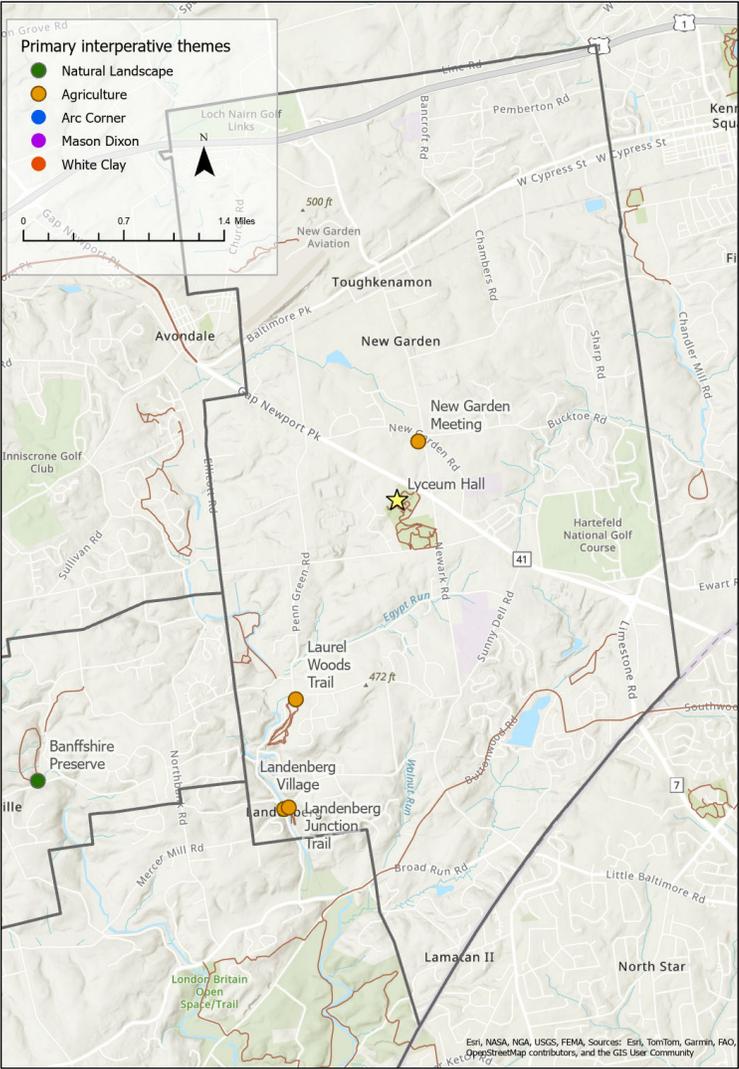
MASON-DIXON HERITAGE CENTER AT WHITE CLAY CREEK PRESERVE

NO.	RECOMMENDATION	PRIORITY	LEAD PARTIES	PARTNERS
LBT.1	Engage with staff at DCNR to discuss utilizing the Sexton's House in White Clay Creek as the Mason-Dixon Heritage Center. Provide copies of this report and discuss the draft concept plan with staff. Further development in conceptual design must be undertaken in close cooperation with DCNR if the state is amenable to the plan.	ST	FG, LBT	DCNR
LBT.2	Engage with Friends of the White Clay Creek Preserve to discuss their efforts to maintain the Sexton's House, their use of London Tract Meeting House, and best ways to secure funding for a state-owned property as grants may be limited.	ST	FG, LBT	Friends of White Clay Creek Preserve

LBT.3	Identify funding that can be used on state owned properties, whether from grants, fundraising, or private donors.	ST	FG, LBT	Friends of White Clay Creek Preserve, LBT
LBT.4	Acquire funding through the identified sources to renovate the first floor of the Sexton's House and install interpretive media in the Heritage Center.	MT	FG, LBT	Friends of White Clay Creek Preserve, LBT
LBT.5	Consultant with preservation professionals on next steps and cost for rehabilitating the interior including removal of paint (potentially lead-based), stabilizing the plaster finish, and restoring the wood floor finish.	ST	FG, LBT	LBT, DCNR, Friends of White Clay Creek Preserve
LBT.6	If safe to do so (i.e. no lead paint, DCNR agreement), consider volunteer days or work weekends to clean and repair the interior.	MT	FG, LBT	LBT, DCNR
LBT.7	Reach out to local Universities with Historic Preservation programs (University of Delaware Center for Historic Architecture and Design) that could assist in documentation and/or perform fieldwork to repair the structure.	ST	FG, LBT	DCNR, University of Delaware CHAD
LBT.8	Conduct design, engineering, surveying, and permitting as needed to transform the first floor of the Sexton's House into a Heritage Center.	MT	FG, LBT	DCNR
LBT.9	Renovate the Heritage Center and construct site elements.	MT	FG, LBT	DCNR, Friends of White Clay Creek Preserve
LBT.10	Ensure ADA accessibility of the site through construction of a ramp along the west façade of the Sexton's House and inclusion of at least one ADA accessible parking space in the adjacent lot. If possible, work with volunteers or Eagle Scouts to complete the ramp.	MT	FG, LBT	DCNR,
LBT.11	Develop interpretive media for the Heritage Center in collaboration with design professionals to ensure engaging content, cohesive graphic identity, and visual appeal.	LT	FG, LBT	DCNR
LBT.12	Reference the interpretive material at the Post mark'd West in White Clay Creek State Park in Delaware when developing interpretive material for the Sexton's House Heritage Center.	LT	FG, LBT	

LONDON BRITAIN TOWNSHIP INTERPRETIVE SITE RECOMMENDATIONS				
NO.	RECOMMENDATION	PRIORITY	LEAD PARTIES	PARTNERS
LBT.13	Continue engaging and collaborating with Interpretive Site property owners or managing organizations to develop content relating to the themes highlighted in this plan.	O	FG, LBT	LBT, NGT, ET, FT, DCNR
LBT.14	Develop draft content for interpretive sites in consultation with Interpretive Site property owners or managing organizations. Prioritize sites with existing bulletin case holders that can be refurbished and refreshed with new interpretive media like Mason-Dixon Greenway South.	ST	FG, LBT	LBT, NGT, ET, FT, DCNR, CCPC
LBT.15	Engage design professionals to finalize draft content to ensure engaging material, cohesive graphic identity, and visual appeal.	MT	FG, LBT	CCPC
LBT.16	Fabricate and install interpretive media elements using the recommendations provided in Chapters 3 and 6 of this plan.	MT	FG, LBT	LBT, NGT, ET, FT
LBT.17	Regularly maintain trails for visitor safety and use. Repair or replace existing picnic tables or benches located at trailheads or along the trail to encourage use.	O	FG, LBT	Friends of White Clay Creek, DCNR
LBT.18	Develop a script for and refine the delivery of a self-guided walking tour for visitors at White Clay Creek Preserve that takes them through the history of the Welsh Baptist Historic District.	ST	FG, LBT	NGT, ET, FT
LBT.19	The existing bulletin cases located at Mason-Dixon Greenway South should be cleaned up, repaired, and professional, graphically appealing interpretive media installed within the case. Key features for this exhibit include: Park or trail regulations, Map locating the visitor (You are here) within the Heritage Interpretation Network and at the site, and an introduction to the site and its history as it relates to the Mason-Dixon and Natural themes as identified in this plan.	ST	FG, LBT	Friends of the New Garden Trails, NGT, LBT, FT

NEW GARDEN TOWNSHIP SITE RECOMMENDATIONS



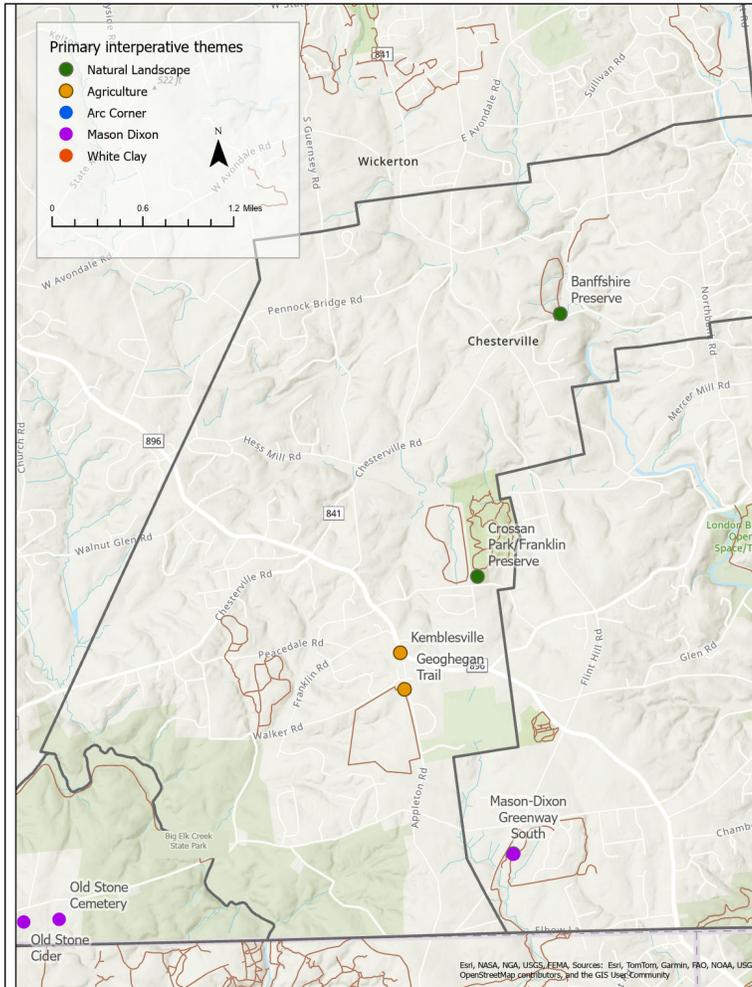
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NEW GARDEN TOWNSHIP PARK HERITAGE CENTER RECOMMENDATIONS				
NO.	RECOMMENDATION	PRIORITY	LEAD PARTIES	PARTNERS
NGT.1	Engage with staff at New Garden Township to further develop the conceptual design for the outdoor Heritage Center in New Garden Township Park and additional exhibits in the Lyceum Building.	ST	FG, NGT	NGT
NGT.2	Identify funding sources, either through grants, fundraising, or private donors.	ST	FG, NGT	Friends of White Clay Creek Preserve, LBT
NGT.3	Acquire funding through the identified sources to plan and construct the Heritage Center interpretive plaza.	MT	FG, NGT	Friends of White Clay Creek Preserve, LBT
NGT.4	Engage a landscape design firm to site the Heritage Center, formalize design, and develop construction drawings for the interpretive plaza and pavilions.	MT	FG, NGT	NGT

NGT.5	Construct the Heritage Center and site elements.	LT	FG, NGT	NGT Planning Commission
NGT.6	Develop content, fabricate and install interpretive media. Consider developing bilingual English/Spanish interpretive panels for this site.	LT	FG, NGT	

NEW GARDEN TOWNSHIP INTERPRETIVE SITE RECOMMENDATIONS				
NO.	RECOMMENDATION	PRIORITY	LEAD PARTIES	PARTNERS
NGT.7	Continue engaging and collaborating with Interpretive Site property owners or managing organizations to develop content relating to the themes highlighted in this plan.	O	FG, NGT	LBT, ET, FT, DCNR
NGT.8	Develop draft content for interpretive sites in consultation with Interpretive Site property owners or managing organizations. Prioritize sites with existing bulletin case holders that can be refurbished and refreshed with new interpretive media.	ST	FG, NGT	LBT, ET, FT, DCNR, CCPC
NGT.9	Engage design professionals to finalize draft content to ensure engaging material, cohesive graphic identity, and visual appeal.	MT	FG, NGT	CCPC
NGT.10	Fabricate and install interpretive media elements using the recommendations provided in Chapters 4, 5, and 6 of this plan.	MT	FG, NGT	LBT, ET, FT
NGT.11	Coordinate with Friends of the New Garden Trails to update media on their website to include reference to the Mason-Dixon/Arc Corner Heritage Interpretation Network Interpretive Sites located at Landenberg Junction and Laurel Woods Trails.	MT	FG, NGT	Friends of the New Garden Trails
NGT.12	Regularly maintain the Landenberg Junction and Laurel Woods Trails for visitor safety and use. Repair or replace existing picnic tables or benches located at the trailheads or along the trail to encourage use.	O	NGT	FG, Friends of the New Garden Trails
NGT.13	Thin vegetation and remove invasive species near the Laurel Woods Trail viewing platform to restore the view.	ST	NGT	FG, Friends of the New Garden Trails
NGT.14	Install tags or inconspicuous markers along the Laurel Woods Trail to identify trees from the completed Tree Survey.	MT	NGT	FG, Friends of the New Garden Trails
NGT.15	Develop additional engaging activities, similar to "Follow the Pommie Doodle," for the Landenberg Junction and Laurel Woods Trails that can help engage students and interested visitors in finding the elements of the railroads and other historical features in the landscape.	MT	FG, NGT	Friends of the New Garden Trails

FRANKLIN TOWNSHIP SITE RECOMMENDATIONS

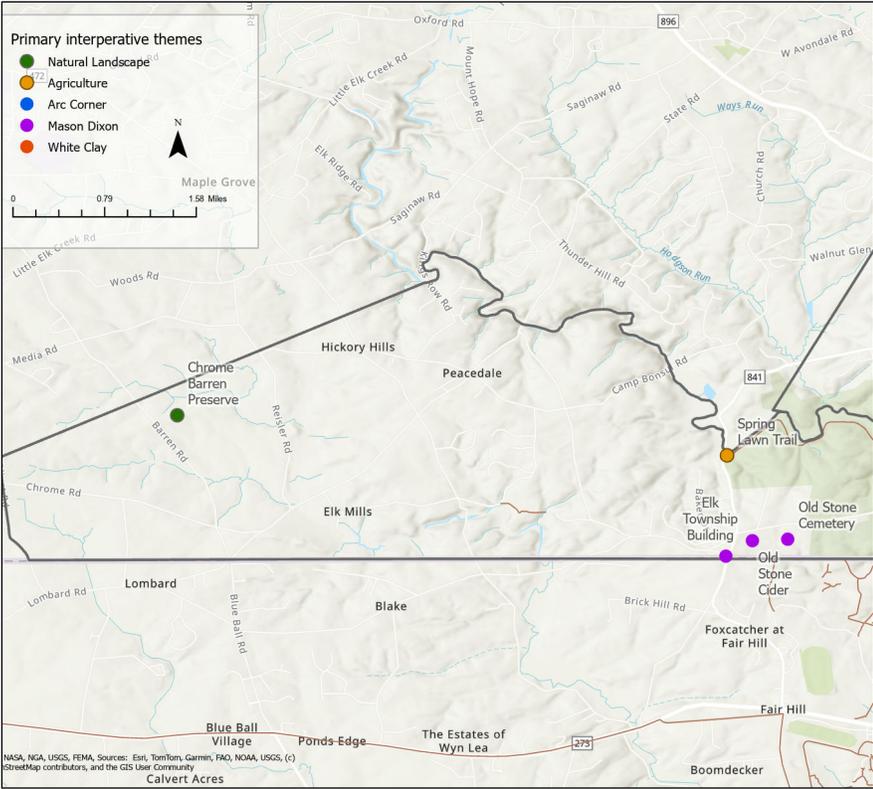


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FRANKLIN TOWNSHIP INTERPRETIVE SITE RECOMMENDATIONS				
NO.	RECOMMENDATION	PRIORITY	LEAD PARTIES	PARTNERS
FT.1	Continue engaging and collaborating with Interpretive Site property owners or managing organizations to develop content relating to the themes highlighted in this plan.	O	FG, FT	LBT, NGT, ET, DCNR
FT.2	Develop draft content for interpretive sites in consultation with Interpretive Site property owners or managing organizations. Prioritize sites with existing bulletin case holders that can be refurbished and refreshed with new interpretive media.	ST	FG, FT	LBT, NGT, ET, DCNR, CCPC
FT.3	Engage design professionals to finalize draft content to ensure engaging material, cohesive graphic identity, and visual appeal.	MT	FG, FT	CCPC

FT.4	Fabricate and install interpretive media elements using the recommendations provided in Chapters 5 and 6 of this plan.	MT	FG, FT	LBT, NGT, ET
FT.6	Increase wayfinding for the Geoghegan Trail along the trail and at the Township Building.	ST	FT Parks, Recreation, and Open Space Board	FG, FT
FT.7	Regularly maintain trails for visitor safety and use. Repair or replace existing picnic tables or benches located at trailheads or along the trail to encourage use.	O	FT	FG
FT.8	Increase pedestrian access to the Geoghegan Trail by installing a pedestrian crossing on Appleton Rd.	ST	FT	FG, PennDOT

ELK TOWNSHIP SITE RECOMMENDATIONS



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ELK TOWNSHIP INTERPRETIVE SITE RECOMMENDATIONS

NO.	RECOMMENDATION	PRIORITY	LEAD PARTIES	PARTNERS
ET.1	Continue engaging and collaborating with Interpretive Site property owners or managing organizations to develop content relating to the themes highlighted in this plan.	O	FG, ET	LBT, NGT, FT, DCNR
ET.2	Develop draft content for interpretive sites in consultation with Interpretive Site property owners or managing organizations. Prioritize sites with existing bulletin case holders that can be refurbished and refreshed with new interpretive media.	ST	FG, ET	LBT, NGT, FT, DCNR, CCPC
ET.3	Engage design professionals to finalize draft content to ensure engaging material, cohesive graphic identity, and visual appeal.	MT	FG, ET	CCPC
ET.4	Fabricate and install interpretive media elements using the recommendations provided in Chapters 3, 5, and 6 of this plan.	MT	FG, ET	LBT, NGT, FT

ET. 5	Coordinate new interpretive exhibits with the interpretive waysides designed by the Oxford Region Historic Preservation Subcommittee that will be installed at the Elk Township Municipal Building and Old Stone Cider. New interpretive material should complement the existing.	MT	FG, ET	LBT, NGT, FT
ET. 6	Work with the Township Solicitor prior to developing interpretive exhibits for the Springlawn Trail to ensure compliance with trail easement requirements.	MT	FG, ET	DCNR
ET.7	Begin conversation with the county regarding the feasibility of establishing an interpretive exhibit at Nottingham County Park to introduce the serpentine barrens theme and connect it to interpretation at Chrome Barrens Preserve.	LT	FG, ET	CCPC



THE COUNTY OF CHESTER



COMMISSIONERS

Josh Maxwell
Marian D. Moskowitz
Eric M. Roe

Matthew J. Edmond, AICP
Executive Director

PLANNING COMMISSION

Government Services Center, Suite 270
601 Westtown Road
P. O. Box 2747
West Chester, PA 19380-0990
(610) 344-6285 Fax (610) 344-6515

October 10, 2025

London Britain Township
Carolyn Matalon, Secretary
P.O. Box 215
Kemblesville, PA 19347

Re: Mason-Dixon Line/Arc Corner Heritage interpretation and Connectivity Plan
Vision Partnership Planning Grant Review
VPP Contract #: 21720

Dear Ms. Matalon:

This letter serves as the Vision Partnership Review required by Section 8.5 of the Vision Partnership Program (VPP) Cash Grant Manual, January 2021.

This review notes the project's consistency with *Landscapes3* and the VPP Grant Contract (dated November 30, 2022 and contract extensions end dated May 30, 2025 and November 30, 2025) and Scope of Work. Jeannine Speirs served as the VPP Grant Monitor for this project. **Consistency with *Landscapes3* and the VPP Grant Contract are required prior to VPP grant reimbursement.**

DESCRIPTION:

This is a multi-municipal project for Mason-Dixon Line/Arc Corner Heritage interpretation and Connectivity that entails four municipalities - London Britain Township, Franklin Township, New Garden Township, and Elk Township. By identifying heritage centers as well as related interpretive sites including thematic and physical connections, this project vets for the project area the public heritage interpretive concept put forth in the 2024 Chester County Heritage Tourism Plan.

CONSISTENCY WITH *LANDSCAPES3*:

Landscapes3, the Chester County Comprehensive Plan (2018) designates the project area as largely Rural Landscapes, with Agricultural and Suburban Landscapes, one Suburban Center (in New Garden), many Natural Landscapes, and Historic Landscapes/Villages.

- Rural Landscapes are predominantly open and wooded lands, with villages, farms, and residential areas, and having very limited growth at low density. Preservation and conservation of land, agriculture, historic buildings, and natural resources is a focus. This landscape is mainly served by rural roads that may have bicycling opportunity and on-lot sewer and water systems.
- Agricultural Landscapes consist of large concentrations of farming operations along with related support services and very limited development occurring at very low densities to preserve prime agricultural soils and farm operations.

- Suburban Landscapes are predominantly residential communities with locally-oriented commercial uses and facilities, accommodating growth at a medium density that retains a focus on residential neighborhoods, with enhancements in housing diversity and affordability. Additionally, roads, sidewalks and paths with convenient access to parks and community facilities should be provided.
- Suburban Centers are regionally focused economic, population and transportation centers with varying land uses, accommodating substantial future growth of medium to high intensity.
- Historic Landscapes are an overlay of all other landscapes and consist of National Historic Landmarks, National Register historic districts, and Villages. Continued preservation of these resources is a high priority. Development within or adjacent to historic resources, including villages, should apply context-sensitive design to integrate with distinctive cultural features.
- Natural Landscapes are an overlay of all other landscapes and consist of a network of streams, wetlands, floodplains, and forests that are protected by regulations or should be subject to limited disturbance. Conservation practices should protect and restore these natural resources.

The project is consistent with *Landscapes3* Appreciate recommendations through building onto the 2024 County Heritage Tourism Plan and identifying heritage sites and thematic linkages and physical connections for purposes of heritage interpretive planning. The project is also consistent with *Landscapes3* Connect recommendations through planning for pedestrian and vehicle links within the heritage interpretive network.

CONSISTENCY WITH VPP GRANT CONTRACT AND SCOPE OF WORK:

The project has addressed the tasks in the VPP Scope of Work (Appendix B of VPP Grant Contract dated July 21, 2022).

RECOMMENDATION:

Based on this review, the project is consistent with *Landscapes3* and the VPP Scope of Work. Upon acceptance of the project (Section 8.6 of the VPP Grant Manual, January 2021) by all municipalities, the Township may apply for reimbursement under Section 8.7 of the same VPP Grant Manual.

Sincerely,



Bambi Griffin Rivera, M.A., M.S.P.
Community Planning Director

CC: Aileen Parrish, Board of Supervisors Chair, London Britain Township
Jeff Eastburn, Operations Manager, Franklin Township
David Gerstenhaber, Board of Supervisors Chair, Franklin Township
Michael Corcoran, Secretary/Treasurer, Elk Township
Albert Jezyk, Board of Supervisors Chair, Elk Township
Christopher Himes, Manager, New Garden Township
Ted Gallivan, Board of Supervisors Chair, New Garden Township
Elizabeth Burns, Brandywine Conservancy
Jeannine Speirs, Senior Community Planner, CCPC



**NEW GARDEN TOWNSHIP
BOARD OF SUPERVISORS
MEETING MINUTES
October 20, 2025**

**ATTENDING
BOARD OF SUPERVISORS**

Ted Gallivan, Chairman
Stephen Allaband
David Unger
Kristie Brodowski
Troy Wildrick

TOWNSHIP PERSONNEL

Chris Himes – Township Manager
John Gibson - Codes
Kenny Reed – Dir. of Public Works
Kristina Molnar – Asst. Finance Dir.
Robert Weer – Dir. of Community Dev. & Safety
Ahtziri Romo - Communications

1. CALLED TO ORDER

Chairman Ted Gallivan called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was recited.

3. ANNOUNCEMENT – Executive Session was held to discuss personnel and legal issues.

4. PUBLIC COMMENT (3 minute time limit): None

5. PUBLIC COMMENT ON AGENDA ITEMS: None

6. PUBLIC HEARING –

a. Comcast Franchise Agreement Renewal – no comments

7. MINUTES - Approval of 9-15-2025 BOS Meeting Minutes.

Action: *motion to approve minutes made by Mr. Unger, seconded by Mr. Allaband. No discussion. All Ayes.*

8. TREASURER’S REPORT

- Approval of paid and unpaid invoices totaling \$1,090,251.16.

Action: *Motion to approve made by Mr. Unger, seconded by Ms. Brodowski. Mr. Allaband recused from approving R.M. Crossan Invoices (employer). No discussion. All Ayes.*

9. RECOGNITIONS & APPOINTMENTS –

a) Parks & Recreation – 2025 Community Day – Thank you to Ahtziri Romo, Mike Buck and Mighty Writers for a successful event.

10. PRESENTATIONS –

11. PUBLIC SAFETY REPORTS (Quarterly Report)

a. Avondale Fire Co. Quarterly Report – 3rd Qtr. report made by Stephen Nuse. Reported shred event to be held @ Fire Company on October 25th from 9 a.m. – 12 p.m.

- b. Southern Chester County Regional Police Quarterly Report – 3rd Qtr. SCCRPD Report made by Lt. Versagli.

12. MONTHLY MANAGER’S REPORT – Monthly Department Report (September) included in agenda packet for review.

13. UNFINISHED BUSINESS

14. NEW BUSINESS

- a. **White Clay Point Development Update** - presentation by Stonewall Capital on the updated plans for the property located at 9070 Gap Newport Pike (“White Clay Point”).
Action: *Presentation only. No action required.*

Comments were made by the following residents regarding traffic concerns:

- i. *Stan Lukoff – Reynolds Rd.*
- ii. *Michael Norris, 6 Copperbeach Ct.*
- iii. *T. Sunderland, 149 Broad Run Rd.*
- iv. *Mike Mangini – Broad Run Rd.*

Comments were made by the following residents regarding school/emergency services and taxes:

- v. *Alan Andrade Somerset Lake*
- vi. *Ms. Vanover, Walnut Run Rd.*

Comments regarding details of the planned development including number of residences, energy specs/phorid flies, private wells were made by the following residents:

- vii. *Richard Gaw, Chester County Press*
- viii. *Mark Reidinger, 210 Sunny Dell Rd*
- ix. *Troy Ray, 225 Reynolds Rd.*
- x. *Ken Robertson, 329 Buttonwood Rd.*
- xi. *Barclay Hoopes, Walnut Run Rd.*
- xii. *Stan Lukoff, 283 Reynolds Rd.*
- xiii. *Patrick Kuntz, 537 Egypt Run Rd.*
- xiv. *Ken Robertson, 329 Buttonwood Rd.*
- xv. *Richard Gaw, Chester County Press*

- b. **FY2026 Proposed Budget** – consideration to advertise the FY2026 Proposed Budget as presented with all funds totaling \$14,635,490.37.

Action: *Motion to approve advertisement of the FY2026 Proposed Budget as presented with all funds totaling \$14,635,490.37 made by Mr. Unger, seconded by Mr. Allaband. No discussion. All Ayes.*

- c. **AFC & SCCEMS FY25 4th Qtr. Appropriation**– consideration to approve the FY25 Q4 appropriation to AFC and SCCEMS in the amount of \$297,811.75.

Action: *Motion to approve the FY25 Q4 appropriation to AFC and SCCEMS in the amount of \$297,811.75 made by Mr. Allaband, seconded by Mr. Unger. No discussion. All Ayes.*

- d. **Copperleaf Ridge Escrow Release #6** – consideration for a reduction of secured funds for Copperleaf Ridge (formerly Rouse Chamberlain) in the amount of \$118,805.57, leaving a balance of \$1,292,946.22.
Action: Motion to approve reduction of secured funds for Copperleaf Ridge (Formerly Rouse Chamberlain) in the amount of \$118,805.57, leaving a balance of \$1,292,946.22 made by Mr. Allaband, seconded by Ms. Brodowski. No discussion. All Ayes.
- e. **Copperleaf Ridge Escrow Release #7** – consideration for a reduction of secured funds for Copperleaf Ridge (formerly Rouse Chamberlain) in the amount of \$341,848.67, leaving a balance of \$951,097.55.
Action: Motion to approve a reduction of secured funds for Copperleaf Ridge (formerly Rouse Chamberlain) in the amount of \$341,848.67, leaving a balance of \$951,097.55 made by Mr. Allaband, seconded by Ms. Brodowski. No discussion. All Ayes.
- f. **Stonebridge Escrow Release #7** – consideration for a reduction of secured funds for the Thompson Tract (Longwood at Stonebridge) in the amount of \$19,000.00 leaving a balance of \$2,573,730.80.
Action: Motion to approve reduction of secured funds for the Thompson Tract (Longwood at Stonebridge) in the amount of \$19,000.00, leaving a balance of \$2,573,730.80 made by Mr. Unger, seconded by Mr. Allaband. No discussion. All Ayes.
- g. **Penn Green Rd. Detour Plan** – consideration to approve the Penn Green Rd. Detour Plan.
Action: Motion to send letter to PennDot approving the Bowman traffic plan made by Mr. Allaband, seconded by Ms. Brodowski. No discussion. All Ayes.
- h. **Zoning Hearing Board Application – 191 Laurel Heights** – consideration of the Zoning Hearing Board application for the property located at 191 Laurel Heights Rd. (UPI#60-5-27)
Action: Motion to support Zoning Hearing Board application for the property located at 191 Laurel Heights Rd. made by Mr. Unger, seconded by Mr. Allaband. No discussion. All Ayes.
- i. **Route 7 Line of Sight Grading Project** – consideration to award the construction bid to G&G Construction in a total amount not to exceed \$120,152.00.
Action: Motion to approve the construction bid to G&G Construction in a total amount not to exceed \$120,152.00 made by Mr. Unger, seconded by Mr. Allaband. No discussion. All Ayes.
- j. **Stonebridge at Longwood Pump and Haul Agreement** – consideration to authorize forwarding the application to DEP.
Action: Motion to authorize forwarding the application to DEP made by Mr. Allaband, seconded by Mr. Unger. No discussion. All Ayes.

15. MANAGER’S REPORT –

16. LEGISLATION -

ADJOURNMENT – motion to adjourn meeting @ 9:52 p.m. made by Mr. Wildrick, seconded by Mr. Allaband. No discussion. All Ayes.

The next Board of Supervisor’s Meeting will be held on Monday, November 17th @ 7:00 p.m.

NEW GARDEN TOWNSHIP
LANDENBERG, PA
WORKSHEET - SUMMARY OF INVOICES REPORT - BY FUND

DATE: November 17, 2025

FUND	UNPAID INVOICES TOTALS	PAID INVOICES TOTALS	INVOICES TOTALS
01 - GENERAL	\$148,752.55	\$0.00	\$148,752.55
03 - FIRE	\$12,379.50	\$0.00	\$12,379.50
04 - PARK & RECREATION	\$0.00	\$0.00	\$0.00
05 - ST ANTHONY'S IN THE HILLS	\$0.00	\$0.00	\$0.00
08 - SEWER	\$0.00	\$0.00	\$0.00
09 - AIRPORT	\$14,718.68	\$0.00	\$14,718.68
30 - CAPITAL	\$24,223.99	\$0.00	\$24,223.99
31 - OPEN SPACE	\$13,287.88	\$0.00	\$13,287.88
33 - AIRPORT CAPITAL FUND	\$15,183.63	\$22,980.00	\$38,163.63
34 - CAPITAL RESERVE FUND	\$0.00	\$0.00	\$0.00
35 - STATE LIQUID FUELS	\$0.00	\$0.00	\$0.00
			\$0.00
TOTALS	\$228,546.23	\$22,980.00	\$251,526.23

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
7270	SAFEWARE INCORPORA	10228382	Ord 10228382 Contract No: Sourcewll #08	1	08/12/2025	22,980.00	.00	22,980.00	Multiple	Multiple
Total 7270:						22,980.00	.00	22,980.00		
Grand Totals:						22,980.00	.00	22,980.00		

Report Criteria:

Invoice.Invoice Number = {<->} "3817449"
[Report].Invoice Number = {<->} "3829982"

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
01									
8923 Wickersham, Marie									
840-12.11.20	1	Payment for live music from Tuesday Ni	Invoice	11/13/2025	11/17/2025	840.00		840.00	01-400-456
2001 Delaware Valley Health Trust									
30324	1	Medical/Rx & Dental - Manager	Invoice	11/01/2025	12/01/2025	1,973.00		1,973.00	01-401-156
8165 The Hartford									
6694658597	1	LIFE; AD&D; STD; LTD - Admin	Invoice	11/01/2025	12/01/2025	194.04		194.04	01-401-158
2001 Delaware Valley Health Trust									
30324	2	Medical/Rx & Dental - Finance	Invoice	11/01/2025	12/01/2025	2,450.00		2,450.00	01-402-156
8165 The Hartford									
6694658597	2	LIFE; AD&D; STD; LTD - Finance	Invoice	11/01/2025	12/01/2025	420.70		420.70	01-402-158
10285 Fontaine, Keyera									
10.22.25-97.	1	Caselle Training/Round Trip 10/22/2025	Invoice	10/29/2025	11/17/2025	97.30		97.30	01-402-460
9268 Berkheimer Tax Administrator									
274	1	Amusement Tax-Distribution #274	Invoice	11/13/2025	11/17/2025	154.79		154.79	01-403-450
4495 Lamb McErlane, PC									
284679,2846	1	130174-0001 General	Invoice	11/12/2025	11/17/2025	7,277.50		7,277.50	01-404-314
284679,2846	2	Acct #130174-0267 NGH - Splash	Invoice	11/12/2025	11/17/2025	9,881.00		9,881.00	01-404-314
2001 Delaware Valley Health Trust									
30324	3	Medical/Rx & Dental - General	Invoice	11/01/2025	12/01/2025	3,525.00		3,525.00	01-406-156
8165 The Hartford									
6694658597	4	LIFE; AD&D; STD; LTD - General	Invoice	11/01/2025	12/01/2025	248.18		248.18	01-406-158
9599 Amazon Capital Services									
1931-FD3T-L	1	Office Supplies: spiral notebooks, desk	Invoice	10/29/2025	11/17/2025	244.99		244.99	01-406-210
1950 21st Century Media									
2732245	1	A# 2732245 - NGT Notice of a Special	Invoice	11/12/2025	11/17/2025	146.53		146.53	01-406-341
9627 U.S. Bank Equipment Finance									
568198618	1	Contract #500-0639672-000	Invoice	11/13/2025	11/17/2025	520.70		520.70	01-406-383
1680 COMCAST CABLE									
0010028269	1	Admin Business Voice Acct 708892019	Invoice	10/29/2025	11/17/2025	81.69		81.69	01-407-321
0010028534	1	Admin Business Voice Acct 708888302	Invoice	10/29/2025	11/17/2025	778.42		778.42	01-407-321
1683 Comcast Business Voice									
8499101360	1	Acct 8499101360172206 Public Works	Invoice	10/29/2025	11/17/2025	280.84		280.84	01-407-321
9707 AT&T Mobility, LLC									
2873138497	1	Foundation Account: 60915817	Invoice	11/13/2025	11/17/2025	466.91		466.91	01-407-324
1683 Comcast Business Voice									
8499101360	1	acct 8499 10 136 0060732	Invoice	10/29/2025	11/17/2025	371.67		371.67	01-407-325
7010 PC Solutions, Inc.									
CW124333,C	1	Microsoft 365	Invoice	10/30/2025	11/17/2025	431.80		431.80	01-407-452
CW124333,C	2	Maintenance Agreement	Invoice	10/30/2025	11/17/2025	695.00		695.00	01-407-452
CW124513	1	SOPHOS	Invoice	10/30/2025	11/17/2025	392.16		392.16	01-407-452
10063 Blue Raster LLC									
9738	1	Contract: SOW 1	Invoice	10/30/2025	11/17/2025	785.00		785.00	01-407-454
4975 Bowman Consulting Group, Ltd									
52-5554,555	2	Project 310010-25-001 Limestone Rd (Invoice	11/12/2025	11/17/2025	1,701.25		1,701.25	01-408-312
52-5554,555	4	Project 310337-01-001 Thompson Tract	Invoice	11/12/2025	11/17/2025	14,130.70		14,130.70	01-408-312
8570 AECOM Technical Services, Inc.									
2001070508	1	Project 60764711 NGT White Clay Poin	Invoice	10/29/2025	11/17/2025	1,515.00		1,515.00	01-408-312
2001070546	1	Project 60738744 - Thompson Property	Invoice	10/29/2025	11/17/2025	1,111.00		1,111.00	01-408-312
2001080168,	1	Project 60738744 - Thompson Property	Invoice	11/13/2025	11/17/2025	1,212.00		1,212.00	01-408-312
2001080168,	2	Project 60764711 NGT White Clay Poin	Invoice	11/13/2025	11/17/2025	202.00		202.00	01-408-312

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
9281 Pennoni Associates, Inc									
1422013	2	NGTWP00101 White Clay Point	Invoice	10/29/2025	11/17/2025	994.00		994.00	01-408-312
1422013	3	NGTWP00158 Copperleaf Ridge	Invoice	10/29/2025	11/17/2025	2,984.50		2,984.50	01-408-312
1422013	4	NGTWP00161 163 Sheehan Road, KC	Invoice	10/29/2025	11/17/2025	42.00		42.00	01-408-312
1422013	5	NGTWP00163 Stonebridge at Longwo	Invoice	10/29/2025	11/17/2025	2,300.00		2,300.00	01-408-312
1422013	6	NGTWP00170 Pleasantville Farm	Invoice	10/29/2025	11/17/2025	1,596.00		1,596.00	01-408-312
1422013	7	NGTWP00174 New Garden Elementar	Invoice	10/29/2025	11/17/2025	404.00		404.00	01-408-312
4975 Bowman Consulting Group, Ltd									
52-5554,555	1	Project 310010-01-001	Invoice	11/12/2025	11/17/2025	1,765.00		1,765.00	01-408-313
52-5554,555	3	Project 310010-25-004 White Clay Poin	Invoice	11/12/2025	11/17/2025	1,786.25		1,786.25	01-408-313
52-5554,555	5	Project 310647-01-001	Invoice	11/12/2025	11/17/2025	108.15		108.15	01-408-313
52-5554,555	6	Project 311210-01-01	Invoice	11/12/2025	11/17/2025	2,191.25		2,191.25	01-408-313
9281 Pennoni Associates, Inc									
1422013	1	NGTWP00000 General	Invoice	10/29/2025	11/17/2025	1,116.00		1,116.00	01-408-313
1422013	8	NGTWP07030 JD Mushroom, 238 Ellic	Invoice	10/29/2025	11/17/2025	294.00		294.00	01-408-313
1422013	9	NGTWP07032 Basciani, 365 Egypt Ru	Invoice	10/29/2025	11/17/2025	126.00		126.00	01-408-313
1422013	10	NGTWP21010 Roads	Invoice	10/29/2025	11/17/2025	42.00		42.00	01-408-313
4710 Lowe's									
4680	1	Case of Bounty paper towels & 4 pack	Invoice	10/29/2025	11/17/2025	46.80		46.80	01-409-210
6090 PECO ENERGY CO.									
290378	7	3527657000-Sign Shop	Invoice	11/12/2025	11/17/2025	27.15		27.15	01-409-360
290378	14	8742762222 Garage	Invoice	11/12/2025	11/17/2025	264.22		264.22	01-409-360
290378	2	1678601111-Park 2	Invoice	11/12/2025	11/17/2025	231.40		231.40	01-409-361
290378	6	3075856000-8934 Gap Newport Pke	Invoice	11/12/2025	11/17/2025	158.67		158.67	01-409-361
290378	8	4515992000 NG Pavilion	Invoice	11/12/2025	11/17/2025	24.32		24.32	01-409-361
290378	10	5737084000 Barn	Invoice	11/12/2025	11/17/2025	92.19		92.19	01-409-361
290378	15	9435935000 NG Park Restroomis	Invoice	11/12/2025	11/17/2025	161.21		161.21	01-409-361
290378	16	9519743000 NG Park Lites	Invoice	11/12/2025	11/17/2025	97.13		97.13	01-409-361
290378	3	1843918000-NGT	Invoice	11/12/2025	11/17/2025	54.18		54.18	01-409-362
290378	11	7300822000 Traffic Lights	Invoice	11/12/2025	11/17/2025	172.46		172.46	01-409-362
290378	12	7644501111 McCue Road	Invoice	11/12/2025	11/17/2025	175.19		175.19	01-409-362
1510 Chester Water Authority									
4828918,482	1	Acct #02575078989 8938 Gap Newport	Invoice	11/13/2025	11/17/2025	613.89		613.89	01-409-366
4828918,482	2	Acct #02580000299 - 299 Starr Road	Invoice	11/13/2025	11/17/2025	94.84		94.84	01-409-366
4828918,482	3	Acct #02580079055 299 Starr Road Fir	Invoice	11/13/2025	11/17/2025	309.64		309.64	01-409-366
5150 Mike Singleton's Superior									
11-2025	1	Vole & Pest Township Bldng-November	Invoice	11/12/2025	11/17/2025	180.00		180.00	01-409-373
2409 EcoClean By Design									
1775	1	Sept/2025 cleaning of Admin Building	Invoice	10/29/2025	11/17/2025	1,025.00		1,025.00	01-409-450
4236 Kencor, LLC									
429728-V6H	1	Quarterly grease and oil elevator (contr	Invoice	11/13/2025	11/17/2025	139.69		139.69	01-409-450
9312 Deerfield Mowing & Propery Mnt									
2551	1	Mowing & Trimming NGT 10/10,10/17,1	Invoice	11/13/2025	11/17/2025	2,883.33		2,883.33	01-409-452
2551	4	NGT Retention basin mowing Oct.2025	Invoice	11/13/2025	11/17/2025	1,200.00		1,200.00	01-409-452
1490 Brandywine Valley SPCA									
40842	1	Chesco Cat Acquisition	Invoice	11/12/2025	11/17/2025	208.00		208.00	01-410-452
9312 Deerfield Mowing & Propery Mnt									
2551	3	Mowing & Trimming Police Station 10/1	Invoice	11/13/2025	11/17/2025	2,883.34		2,883.34	01-410-452
2001 Delaware Valley Health Trust									
30324	4	Medical/Rx & Dental - Codes	Invoice	11/01/2025	12/01/2025	3,000.00		3,000.00	01-413-156
8165 The Hartford									
6694658597	3	LIFE; AD&D; STD; LTD - Codes	Invoice	11/01/2025	12/01/2025	425.78		425.78	01-413-158
1120 Building Inspection									
0100-0150-0	1	Inv 011695: Building Inspections	Invoice	11/12/2025	11/17/2025	1,040.00		1,040.00	01-413-451
23991	1	Inv 011565: Building Inspections	Invoice	10/30/2025	11/17/2025	6,010.00		6,010.00	01-413-451
23991	2	Inv 011561: Fire Inspections	Invoice	10/30/2025	11/17/2025	560.00		560.00	01-413-451
23991	3	Inv 011564: Mechanical Inspections	Invoice	10/30/2025	11/17/2025	2,530.00		2,530.00	01-413-451

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
23991	4	Inv 011562: Plumbing Inspections	Invoice	10/30/2025	11/17/2025	1,870.00		1,870.00	01-413-451
23991	5	Inv 011563: Building Inspections	Invoice	10/30/2025	11/17/2025	13,021.00		13,021.00	01-413-451
1950 21st Century Media									
2762605	1	Ad #2762605 Public Notice Planning C	Invoice	10/29/2025	11/17/2025	268.21		268.21	01-414-341
10073 Michael Baker International									
1265551	1	Project #207263 NGT SALDO Update	Invoice	11/12/2025	11/17/2025	10,959.40		10,959.40	01-414-450
181 Republic Services #319									
0319-001131	1	Refuse Twp Bldng	Invoice	10/29/2025	11/17/2025	35.92		35.92	01-426-450
0319-001131	2	Recycling Twp Bldng	Invoice	10/29/2025	11/17/2025	30.35		30.35	01-426-450
2001 Delaware Valley Health Trust									
30324	6	Medical/Rx & Dental - Public Works	Invoice	11/01/2025	12/01/2025	8,930.42		8,930.42	01-430-156
8165 The Hartford									
6694658597	6	LIFE; AD&D; STD; LTD - Public Works	Invoice	11/01/2025	12/01/2025	924.10		924.10	01-430-158
4710 Lowe's									
990758,9851	1	Leaf rake	Invoice	11/12/2025	11/17/2025	8.36		8.36	01-430-213
2217 Dixie Land Energy, LLC									
1008991,100	1	1,339 gallons of Diesel Fuel	Invoice	11/12/2025	11/17/2025	3,757.26		3,757.26	01-430-235
1008991,100	2	1,310 gallons of Gasoline	Invoice	11/12/2025	11/17/2025	2,970.78		2,970.78	01-430-235
1008991,100	3	900 gallons of Gasoline	Invoice	11/12/2025	11/17/2025	2,040.82		2,040.82	01-430-235
4710 Lowe's									
982335	3	Mixed Tru-Fuel for saws/weedeaters	Invoice	10/30/2025	11/17/2025	94.30		94.30	01-430-235
5540 CINTAS CORPORATION #100									
424-5377655	1	Weekly uniforms (10-02)	Invoice	10/29/2025	11/17/2025	325.30		325.30	01-430-238
424-5377655	2	Weekly uniforms (10-09)	Invoice	10/29/2025	11/17/2025	312.49		312.49	01-430-238
424-5377655	3	Weekly uniforms (10-16)	Invoice	10/29/2025	11/17/2025	312.49		312.49	01-430-238
4247611705,	1	Weekly uniforms (10-23)	Invoice	10/30/2025	11/17/2025	312.49		312.49	01-430-238
4247611705,	2	Weekly uniforms (10-30)	Invoice	10/30/2025	11/17/2025	325.30		325.30	01-430-238
4474 L & L Carquest									
9577-186667	2	Oil and filters for diesel trucks	Invoice	11/12/2025	11/17/2025	543.04		543.04	01-430-250
9577-186667	3	Antifreeze for Ford trucks	Invoice	11/12/2025	11/17/2025	75.96		75.96	01-430-250
6338 Petty Cash - Public Works/K Molnar									
14871737	1	Caliper bolts for 2015 F-350	Invoice	10/30/2025	11/17/2025	10.08		10.08	01-430-250
3130 Gravely Hockessin Inc.									
91247	1	Inv.91247	Invoice	11/13/2025	11/17/2025	194.98		194.98	01-430-374
4474 L & L Carquest									
9577-186667	1	Fuel filters for diesel pumps	Invoice	11/12/2025	11/17/2025	92.40		92.40	01-430-374
6650 PSATS CDL PROGRAM									
178652-X1Z2	1	CDL Drug Non-DOT-Lyle Arthur	Invoice	10/29/2025	11/17/2025	80.00		80.00	01-430-420
4710 Lowe's									
982335	2	Erosion mating	Invoice	10/30/2025	11/17/2025	55.76		55.76	01-436-245
9495 Gap Power									
2059097	1	Asphalt saw/blade rental	Invoice	10/30/2025	11/17/2025	166.00		166.00	01-436-383
4710 Lowe's									
990758,9851	2	Bagged cold patch	Invoice	11/12/2025	11/17/2025	47.45		47.45	01-438-245
9463 Highway Materials, Inc.									
4760387,476	1	10.02 tons of hot mix for Scarlett	Invoice	10/30/2025	11/17/2025	654.31		654.31	01-438-245
4760387,476	2	9.99 tons of hot mix for Scarlett	Invoice	10/30/2025	11/17/2025	652.35		652.35	01-438-245
4760387,476	3	9.02 tons of hot mix for Scarlett	Invoice	10/30/2025	11/17/2025	589.01		589.01	01-438-245
2150 Denney Electric Supply									
S102494654.	1	Light replacement for NGP restroom clo	Invoice	11/13/2025	11/17/2025	18.96		18.96	01-454-245
4710 Lowe's									
982335	1	Erosion mating and grass seed for swal	Invoice	10/30/2025	11/17/2025	373.86		373.86	01-454-245
8863 Weaver's Hardware									
K25614	1	Hand soap for NGP restrooms	Invoice	11/13/2025	11/17/2025	103.16		103.16	01-454-245
9681 Action Security/MD Electric, LLC									
31444	1	NGP bathroom electric strike lock timer	Invoice	11/13/2025	11/17/2025	372.44		372.44	01-454-373

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
9880 Ace Hardware									
C55226/1	1	Replacement pump for pesticide spraye	Invoice	10/16/2025	10/20/2025	99.99		99.99	01-454-374
C55226/1		Chk No: 32167 (1)	Calculated	10/20/2025				99.99	01-200200
C55226/1		Chk No: 32167 (1)	Calculated	10/20/2025				99.99	01-200200
9529 Solitude Lake Management LLC									
PS1216436	1	November NGH Pond Maintenance	Invoice	11/13/2025	11/17/2025	482.25		482.25	01-454-375
181 Republic Services #319									
0319-001131	3	Refuse NGP-Non-Schedule p/up 10/6	Invoice	10/29/2025	11/17/2025	125.00		125.00	01-454-450
0319-001131	4	Refuse NGP-Non-Schedule p/up 11/01-	Invoice	10/29/2025	11/17/2025	160.00		160.00	01-454-450
0319-001131	5	Recycling NGP Non-Schedule p/up	Invoice	10/29/2025	11/17/2025	201.00		201.00	01-454-450
0319-001131	6	Recycling NGP Service p/up 11/1-11/3	Invoice	10/29/2025	11/17/2025	397.42		397.42	01-454-450
10229 Swank Motion Pictures, Inc.									
4117261	1	Halloween Movie Night license	Invoice	11/13/2025	11/17/2025	500.00		500.00	01-454-450
9794 Calabrese, Phillip									
2507	1	2025 Santa	Invoice	11/13/2025	11/17/2025	450.00		450.00	01-454-451
9312 Deerfield Mowing & Property Mnt									
2551	2	Mowing & Trimming NGP 10/10.10/17,1	Invoice	11/13/2025	11/17/2025	2,883.33		2,883.33	01-454-453
9599 Amazon Capital Services									
1931-43806	1	Supplies for Community Day event	Invoice	11/13/2025	11/17/2025	438.06		438.06	01-454-455
Total 01:						148,752.55	.00	148,752.55	
03									
1510 Chester Water Authority									
4830098	1	Acct #02821078400 - Public Fire Hydra	Invoice	11/13/2025	11/17/2025	7,804.50		7,804.50	03-448-383
4395 Keystone Collection Group									
2024-4575	1	2024 Fire Hydrant Tax Liens	Invoice	11/12/2025	11/17/2025	4,575.00		4,575.00	03-448-451
Total 03:						12,379.50	.00	12,379.50	
09									
2001 Delaware Valley Health Trust									
30324	8	Medical/Rx & Dental - Airport Admin	Invoice	11/01/2025	12/01/2025	3,420.00		3,420.00	09-440-156
8165 The Hartford									
6694658597	7	LIFE; AD&D; STD; LTD - Airport Admin	Invoice	11/01/2025	12/01/2025	945.38		945.38	09-440-158
365 Ascent Aviation Group, Inc.									
M3311248	1	Inv M331248 - 1000gl Avgas Refueler R	Invoice	11/13/2025	11/17/2025	700.00		700.00	09-440-233
2700 Ferguson & McCann Inc.									
6000-2025	1	Inv 60000 - T/S Pump #1, furnish labor	Invoice	11/13/2025	11/17/2025	409.00		409.00	09-440-233
6090 PECO ENERGY CO.									
128408122-1	1	1284081222-New Garden	Invoice	11/13/2025	11/17/2025	39.65		39.65	09-440-360
3424923333.	1	3424923333-0 Airport Way East Hanger	Invoice	10/29/2025	11/17/2025	209.27		209.27	09-440-360
9929 Invoice Cloud, Inc									
3063-2025-1	1	Inv 3063-2025_10 paperless billing and	Invoice	11/13/2025	11/17/2025	30.00		30.00	09-440-420
3063-2025-1	2	Inv 3063-2025_9 paperless billing and c	Invoice	11/13/2025	11/17/2025	32.00		32.00	09-440-420
2409 EcoClean By Design									
1777-10	1	Inv 1777 - NG Airport Cleaning Oct, 202	Invoice	11/13/2025	11/17/2025	580.00		580.00	09-440-450
5150 Mike Singleton's Superior									
10.29.25	1	Inv 10.29.25 - Airport FBO pest control,	Invoice	11/13/2025	11/17/2025	230.00		230.00	09-440-450
9050 Wm. P. McGovern, Inc.									
185180	1	Inv 185180 - Porta Unit (3) weekly servi	Invoice	11/12/2025	11/17/2025	285.00		285.00	09-440-450
3415 Holdfast Mounting									
04666	1	2025 Air Show Poster mounting	Invoice	11/12/2025	11/17/2025	70.00		70.00	09-440-455
9916 Hontanon, Ramon									
0012-2025	1	Inv 0012 - Intro Flight Pieter Einthoven	Invoice	11/12/2025	11/17/2025	35.00		35.00	09-441-450
2001 Delaware Valley Health Trust									
30324	7	Medical/Rx & Dental - Airport Maint	Invoice	11/01/2025	12/01/2025	3,450.00		3,450.00	09-447-156

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
8165 The Hartford									
6694658597	8	LIFE; AD&D; STD; LTD - Airport Maint	Invoice	11/01/2025	12/01/2025	935.84		935.84	09-447-158
95 Aero Performance									
5915510	1	Inv 5915510 - Open balance for Paint X -5749-RG RANTHANE X-5749 287.16 STINSON MAROON GL	Invoice	11/13/2025	11/17/2025	63.54		63.54	09-447-251
9824 Roberts, Bruce									
25-10	1	N79SM - Annual Insp.	Invoice	11/13/2025	11/17/2025	1,120.00		1,120.00	09-447-450
25-10	2	N63524 - Annual Inspection/Repair	Invoice	11/13/2025	11/17/2025	1,176.00		1,176.00	09-447-450
25-10	3	N3869Q - Annual Insp. & Repair	Invoice	11/13/2025	11/17/2025	908.00		908.00	09-447-450
25-10	4	N759XQ - Repair	Invoice	11/13/2025	11/17/2025	80.00		80.00	09-447-450
Total 09:						14,718.68	.00	14,718.68	
30									
10073 Michael Baker International									
1259215	1	Project #200703 NGT Zoning Update	Invoice	11/12/2025	11/17/2025	3,653.36		3,653.36	30-406-700
7502 Sinton Air Cond & Heating									
53515	1	Installation of geothermal unit #2 replacement,	Invoice	11/13/2025	11/17/2025	4,450.00		4,450.00	30-409-700
53515	2	Diagnose Unit#1 not working while inst	Invoice	11/13/2025	11/17/2025	220.00		220.00	30-409-700
53515	3	Purchase of AND install of circuit board	Invoice	11/13/2025	11/17/2025	650.00		650.00	30-409-700
10245 CashFlow Lease									
305293	1	Rental Charge	Invoice	10/30/2025	11/17/2025	8,618.00		8,618.00	30-430-700
305531	1	Rental Charge	Invoice	11/12/2025	11/17/2025	2,311.00		2,311.00	30-430-700
9281 Pennoni Associates, Inc									
1422013	12	NGTWP21018 Mercer Mill Road SWM	Invoice	10/29/2025	11/17/2025	2,947.88		2,947.88	30-446-700
1422013	11	NGTWP21016 NGH Master Plan Updat	Invoice	10/29/2025	11/17/2025	1,373.75		1,373.75	30-454-700
Total 30:						24,223.99	.00	24,223.99	
31									
2001 Delaware Valley Health Trust									
30324	5	Medical/Rx & Dental - Parks	Invoice	11/01/2025	12/01/2025	1,650.00		1,650.00	31-461-451
6090 PECO ENERGY CO.									
290378	1	1643497000-Shop Avondale	Invoice	11/12/2025	11/17/2025	385.81		385.81	31-461-451
290378	4	1879281222-Ampt Avondale	Invoice	11/12/2025	11/17/2025	124.72		124.72	31-461-451
290378	5	1880815000-Barn 1	Invoice	11/12/2025	11/17/2025	218.60		218.60	31-461-451
290378	9	5620985000 Pool	Invoice	11/12/2025	11/17/2025	146.78		146.78	31-461-451
290378	13	7677741222 Lambourne House	Invoice	11/12/2025	11/17/2025	569.75		569.75	31-461-451
8165 The Hartford									
6694658597	5	LIFE; AD&D; STD; LTD - Parks	Invoice	11/01/2025	12/01/2025	352.22		352.22	31-461-451
9312 Deerfield Mowing & Property Mnt									
2551	5	Mowing and Trimming of path (8ft) at S	Invoice	11/13/2025	11/17/2025	850.00		850.00	31-461-451
2551	6	Roadside mowing at Smedley Preserve	Invoice	11/13/2025	11/17/2025	650.00		650.00	31-461-451
2551	7	Mowing and Trimming of the entire old	Invoice	11/13/2025	11/17/2025	4,900.00		4,900.00	31-461-451
85 A.J. Blosenski, Inc.									
2651706W36	1	NGH Trash Service	Invoice	11/13/2025	11/17/2025	140.00		140.00	31-461-453
9312 Deerfield Mowing & Property Mnt									
2552	1	NGH Mowing	Invoice	11/13/2025	11/17/2025	3,300.00		3,300.00	31-461-453
Total 31:						13,287.88	.00	13,287.88	
33									
9154 GFT									
4967590,498	1	RFR#9 INV 4967590 E. Paralle Txwy P	Invoice	11/13/2025	11/17/2025	7,046.95		7,046.95	33-354-144
4967590,498	2	RFR#9 INV 4986775 - E. Parallel Txwy	Invoice	11/13/2025	11/17/2025	5,661.68		5,661.68	33-354-144
9214 Midstate Consultants, Inc.									
2025-57	1	Invoice 1 - mci No. 2025-57 Instl new P	Invoice	11/12/2025	11/17/2025	2,475.00		2,475.00	33-354-145

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 33:						15,183.63	.00	15,183.63	
Total :						228,546.23	.00	228,546.23	
Grand Totals:						228,546.23	.00	228,546.23	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
01-200200	99.99	99.99-	.00
01-400-456	840.00	.00	840.00
01-401-156	1,973.00	.00	1,973.00
01-401-158	194.04	.00	194.04
01-402-156	2,450.00	.00	2,450.00
01-402-158	420.70	.00	420.70
01-402-460	97.30	.00	97.30
01-403-450	154.79	.00	154.79
01-404-314	17,158.50	.00	17,158.50
01-406-156	3,525.00	.00	3,525.00
01-406-158	248.18	.00	248.18
01-406-210	244.99	.00	244.99
01-406-341	146.53	.00	146.53
01-406-383	520.70	.00	520.70
01-407-321	1,140.95	.00	1,140.95
01-407-324	466.91	.00	466.91
01-407-325	371.67	.00	371.67
01-407-452	1,518.96	.00	1,518.96
01-407-454	785.00	.00	785.00
01-408-312	28,192.45	.00	28,192.45
01-408-313	7,428.65	.00	7,428.65
01-409-210	46.80	.00	46.80
01-409-360	291.37	.00	291.37
01-409-361	764.92	.00	764.92
01-409-362	401.83	.00	401.83
01-409-366	1,018.37	.00	1,018.37
01-409-373	180.00	.00	180.00
01-409-450	1,164.69	.00	1,164.69
01-409-452	4,083.33	.00	4,083.33
01-410-452	3,091.34	.00	3,091.34
01-413-156	3,000.00	.00	3,000.00
01-413-158	425.78	.00	425.78
01-413-451	25,031.00	.00	25,031.00
01-414-341	268.21	.00	268.21
01-414-450	10,959.40	.00	10,959.40
01-426-450	66.27	.00	66.27
01-430-156	8,930.42	.00	8,930.42
01-430-158	924.10	.00	924.10
01-430-213	8.36	.00	8.36
01-430-235	8,863.16	.00	8,863.16
01-430-238	1,588.07	.00	1,588.07
01-430-250	629.08	.00	629.08
01-430-374	287.38	.00	287.38

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
01-430-420	80.00	.00	80.00
01-436-245	55.76	.00	55.76
01-436-383	166.00	.00	166.00
01-438-245	1,943.12	.00	1,943.12
01-454-245	495.98	.00	495.98
01-454-373	372.44	.00	372.44
01-454-374	99.99	.00	99.99
01-454-375	482.25	.00	482.25
01-454-450	1,383.42	.00	1,383.42
01-454-451	450.00	.00	450.00
01-454-453	2,883.33	.00	2,883.33
01-454-455	438.06	.00	438.06
03-448-383	7,804.50	.00	7,804.50
03-448-451	4,575.00	.00	4,575.00
09-440-156	3,420.00	.00	3,420.00
09-440-158	945.38	.00	945.38
09-440-233	1,109.00	.00	1,109.00
09-440-360	248.92	.00	248.92
09-440-420	62.00	.00	62.00
09-440-450	1,095.00	.00	1,095.00
09-440-455	70.00	.00	70.00
09-441-450	35.00	.00	35.00
09-447-156	3,450.00	.00	3,450.00
09-447-158	935.84	.00	935.84
09-447-251	63.54	.00	63.54
09-447-450	3,284.00	.00	3,284.00
30-406-700	3,653.36	.00	3,653.36
30-409-700	5,320.00	.00	5,320.00
30-430-700	10,929.00	.00	10,929.00
30-446-700	2,947.88	.00	2,947.88
30-454-700	1,373.75	.00	1,373.75
31-461-451	9,847.88	.00	9,847.88
31-461-453	3,440.00	.00	3,440.00
33-354-144	12,708.63	.00	12,708.63
33-354-145	2,475.00	.00	2,475.00
Grand Totals:	<u>228,646.22</u>	<u>99.99-</u>	<u>228,546.23</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
10/25	60,576.69	99.99-	60,476.70
11/25	168,069.53	.00	168,069.53
Grand Totals:	<u>228,646.22</u>	<u>99.99-</u>	<u>228,546.23</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
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Report Criteria:

Invoice.Invoice Number = {<>} "3817449"

[Report].Invoice Number = {<>} "3829982"

Monthly Manager Report

November 17, 2025



Upcoming Calendar of Events

Major Public Meetings

- Zoning Ordinance & Map Update - Public Hearing #3 Wednesday, November 19, 2025
 - Start time @ 7 PM
 - Final Planning Commission review of Zoning Ordinance & Map
- Zoning Ordinance & Map Update - Recommendation Monday, December 15, 2025
 - Start time @ 7 PM
 - Board of Supervisors recommends advertising the Zoning Ordinance & Map
 - Initiates 45-day review
- Zoning Ordinance & Map Update - Public Hearing #4 Monday, February 16, 2026
 - Start time @ 7 PM
 - Final Board of Supervisors review of Zoning Ordinance & Map

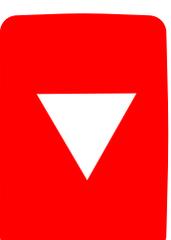
Events

- New Garden Gobbler Saturday, November 22, 2025
- Thanksgiving November 27 & 28, 2025 (Offices Closed)
- Cookies w/ Santa Sunday, December 7, 2025
- Santa Train Saturday, December 14, 2025



Communications

FACEBOOK		September	October
Post Reach		42.5K	30,434
Post Engagement		435	301
New Page Likes		29	29
YOUTUBE		September	October
Total Subscribers		155	158
Total Views		230	343
Watch Time Hours		59.7	107.6
WEBSITE		September	October
Total Views		8,486	8,302
Users		2,635	2,985
Viewed News Flash		88	56
Viewed Agendas/Minutes		771	710
Viewed Forms, Permits & Fees		412	287
Viewed Calendar		156	208

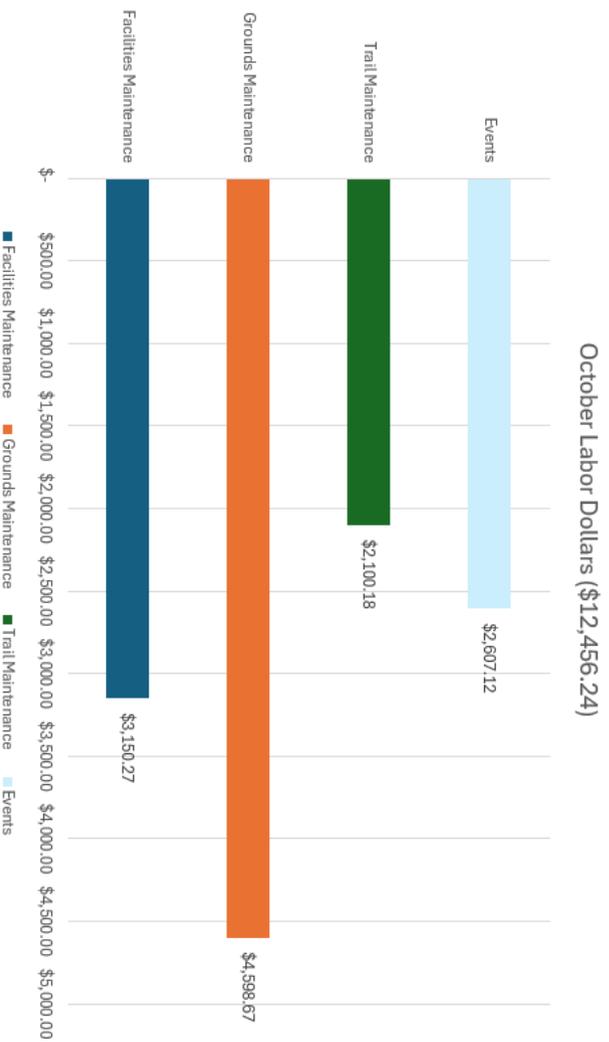
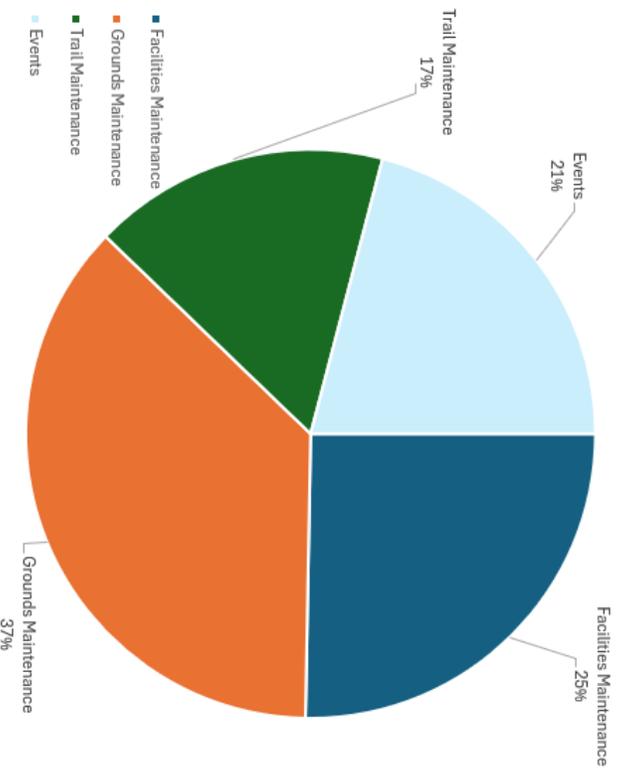


Communications

Code Enforcement	
Issue	Open/Closed
No address provided - Noise Complaint Caluer Trash Company. Picking up at 1:30a.m.	Open
Public Works	
Issue	Open/Closed
Baltimore Pk - dead deer	Closed
Landenberg, PA - down trees & limbs (did not provide address)	Open
General Concern	
Issue	Open/Closed
420 Hillendale Road - speeding cars towards thompson rd. Homeowner has hidden driveway and has been nearly hit several times.	Closed?

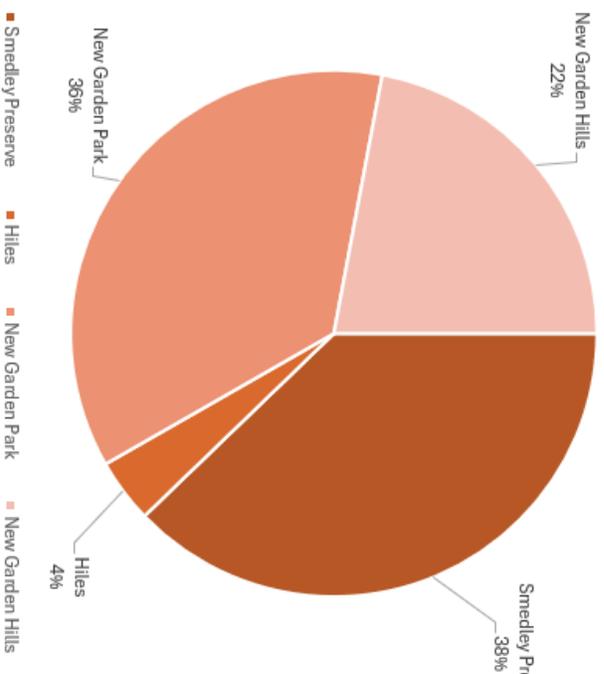


Parks & Open Space

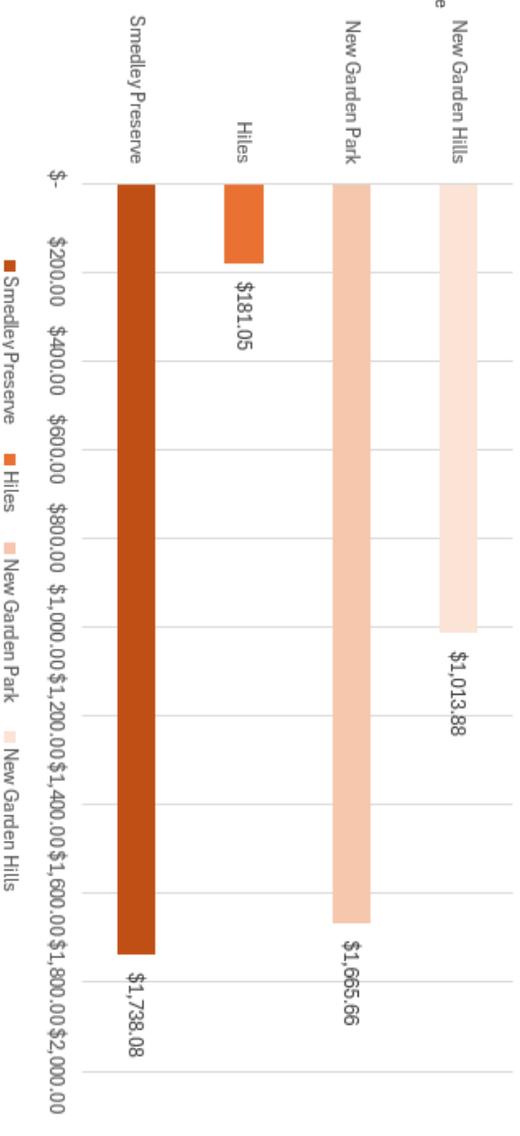


Parks & Open Space

Grounds (37% of October labor)

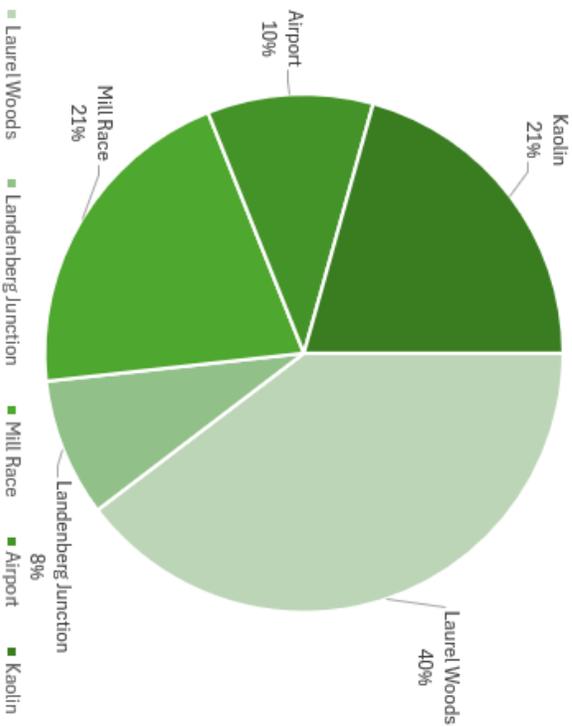


Grounds Labor Dollars (\$4,598.67)

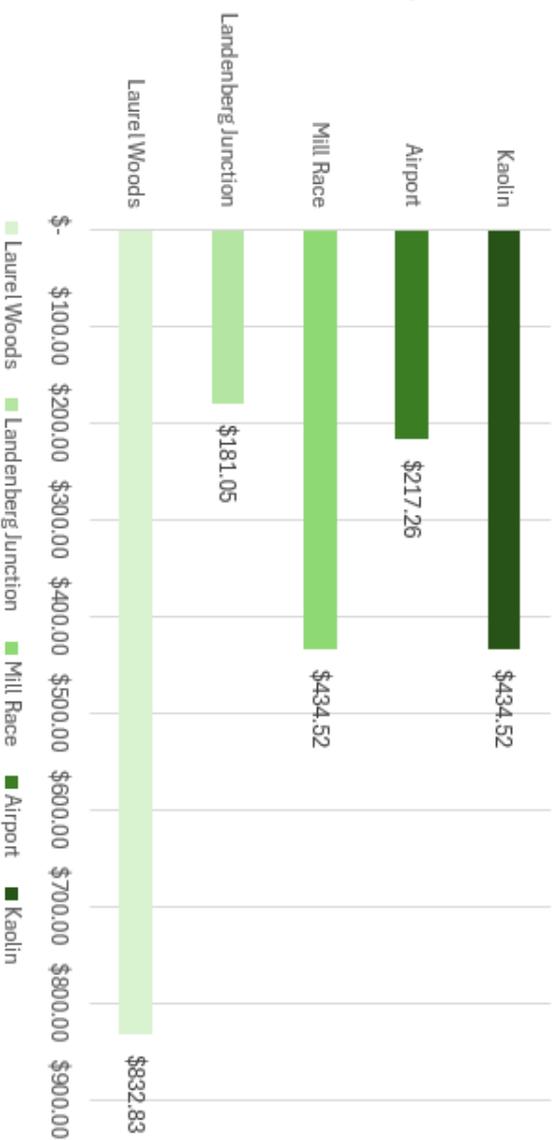


Parks & Open Space

Trails (17% of October Labor)

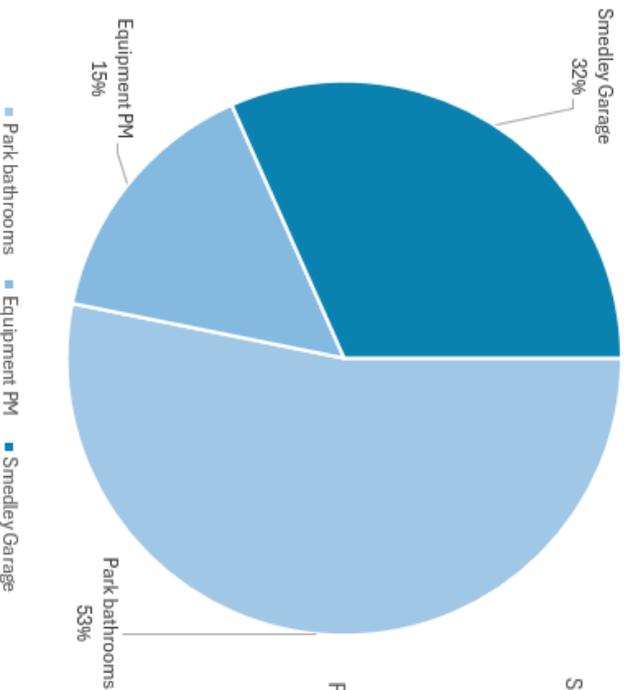


Trail Labor Dollars (\$2,100.18)

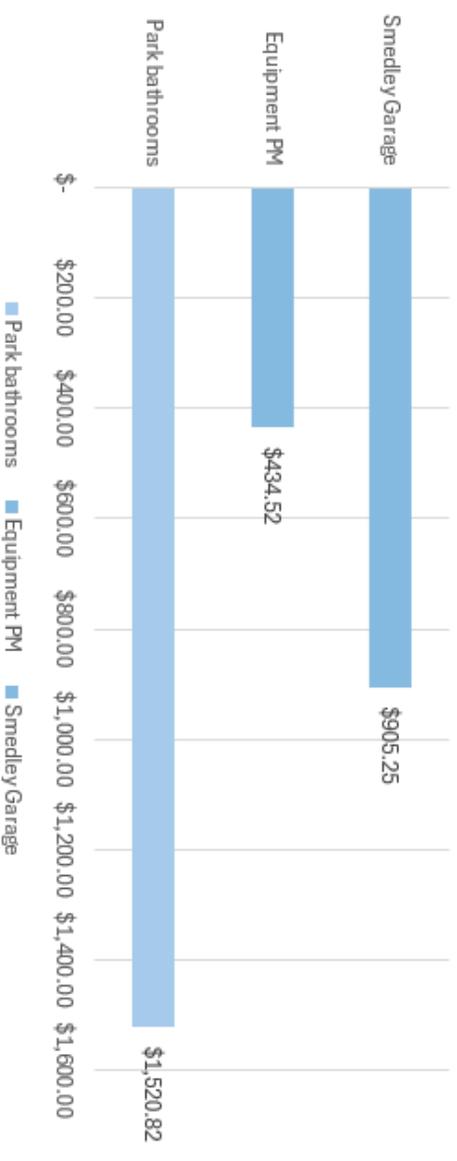


Parks & Open Space

Facilities (25% of October labor)

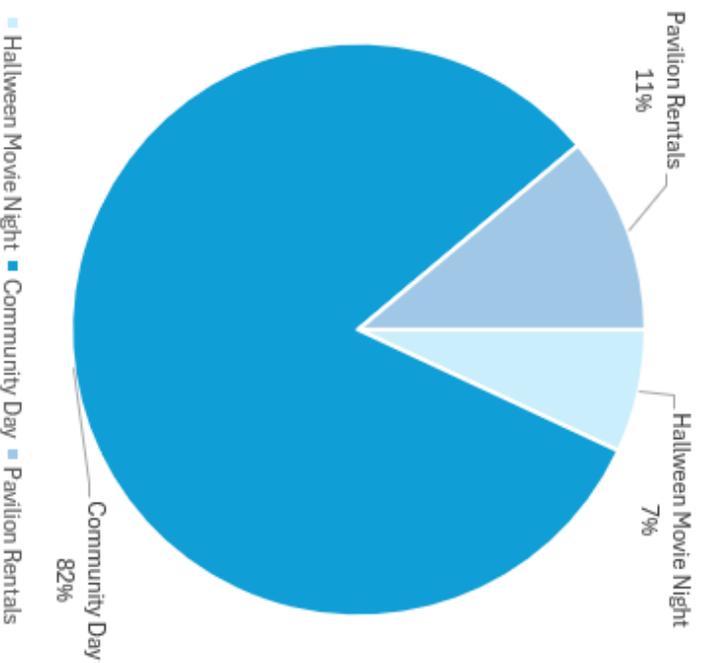


Facilities Labor Dollars (\$3,150.27)

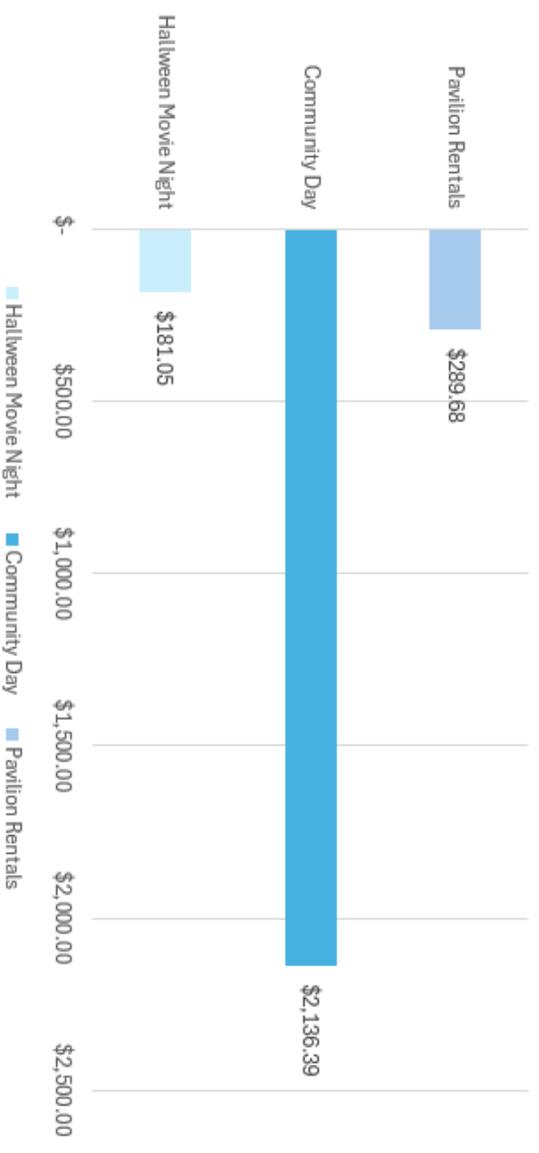


Parks & Open Space

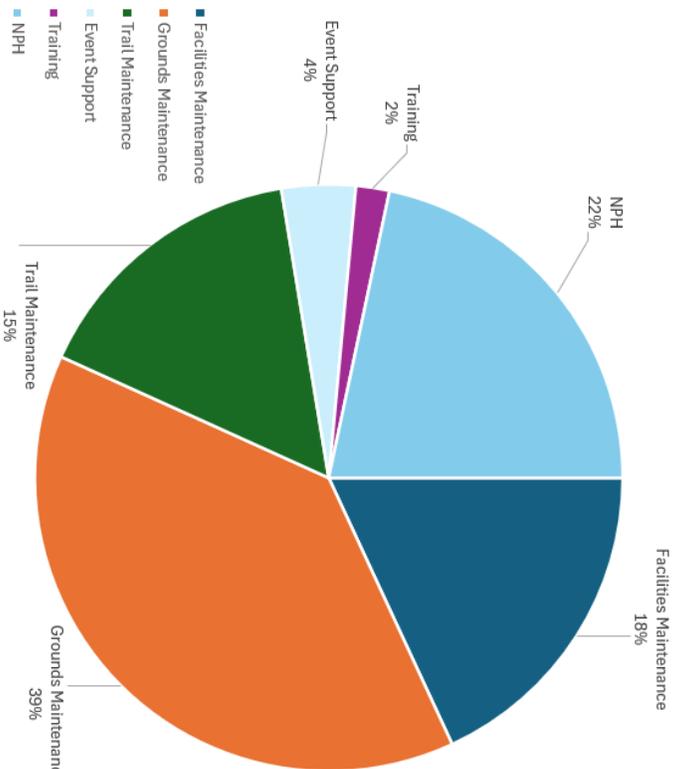
Events (21% of October Labor)



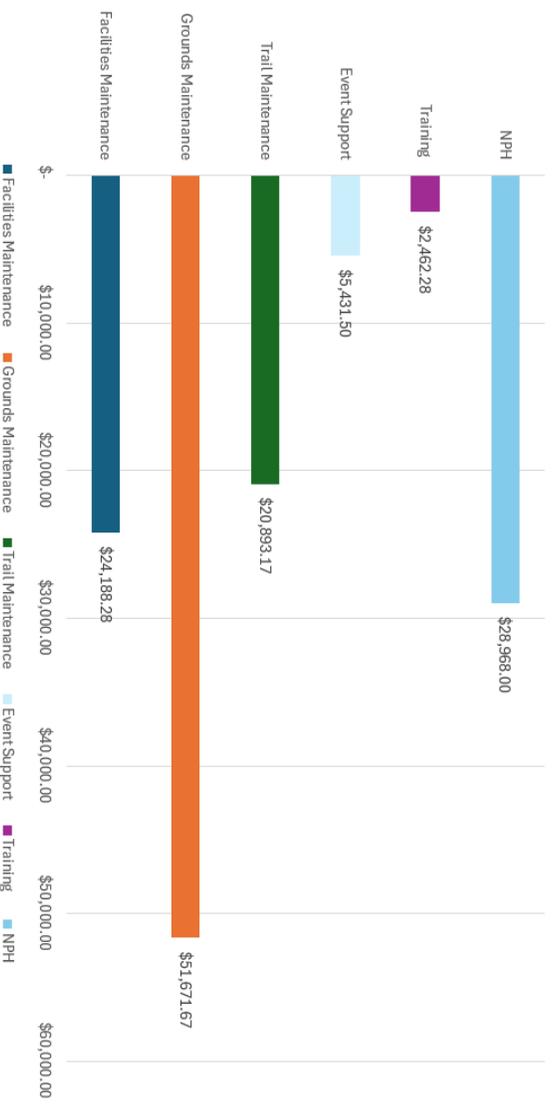
Event Labor Dollars (\$2,607.12)



Parks & Open Space



2025 Total Labor Dollars (\$121,158.66)



Community Development

Development Applications

Conditional Use Applications

- None
- Land Development Applications
 - White Clay Point
- Land Development Projects
 - No New Projects

Zoning Variance and Appeal Applications

Zoning Hearing Board

None

Boards & Commissions

Board of Supervisors

147 Maple Ln – waiver for SALDO sanitary sewer requirement

Planning Commission

- Zoning Ordinance
- A motion to forward the ordinance did not occur.
- On PC Agenda for November

Fire Marshal

Investigations/ Complaints

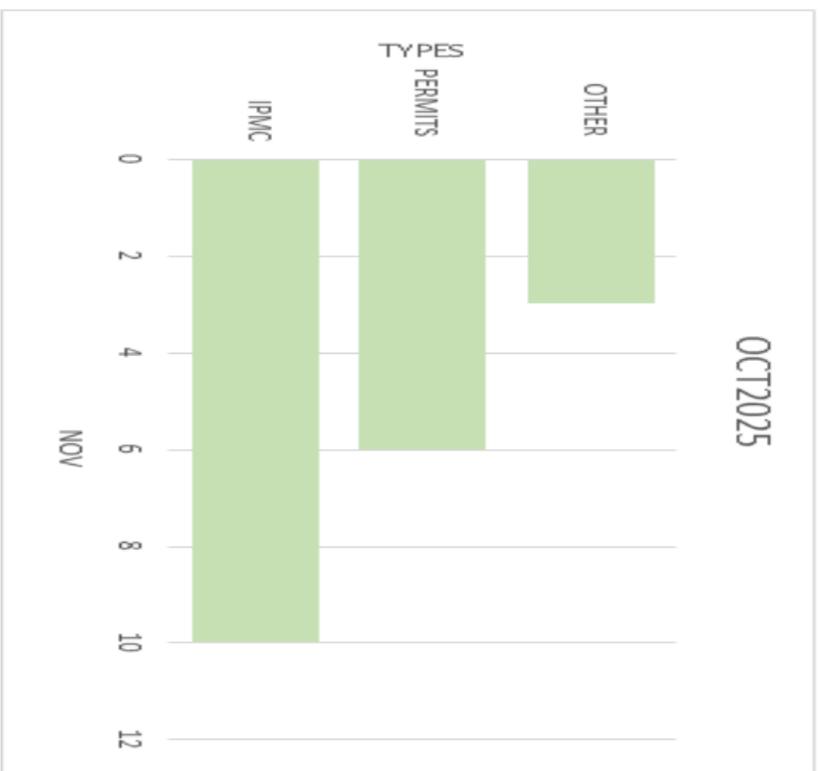
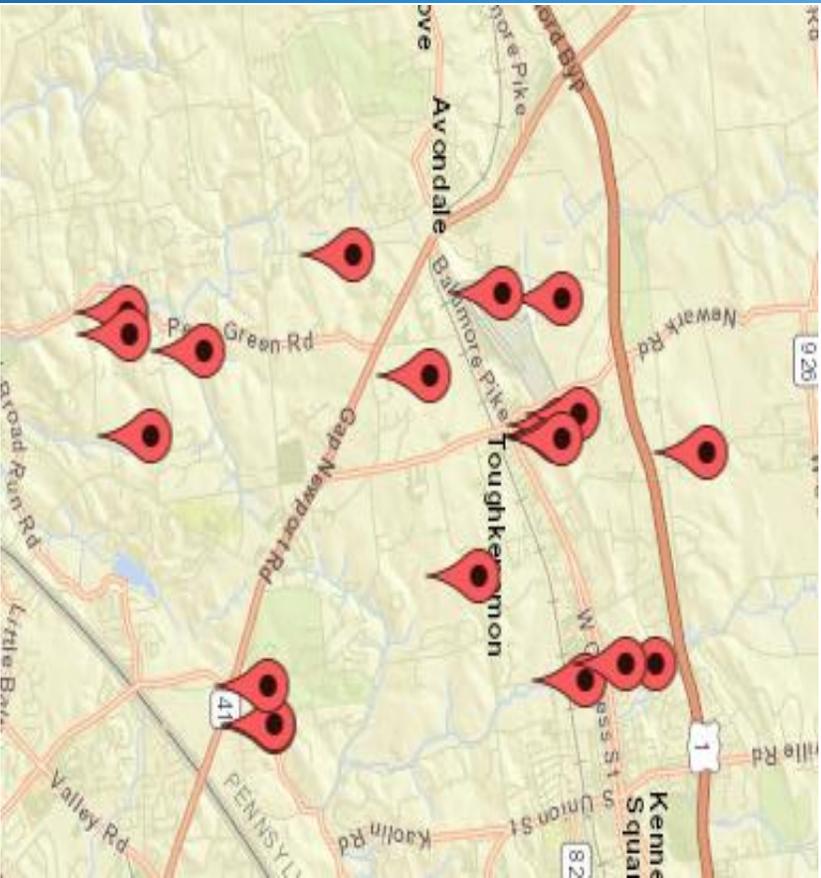
- Month – 8
- YTD - 56
- Dollar Loss Value - \$1,100.00
- YTD Loss Value – \$767,060.00
- Types
 - Fire alarm
 - Haybales
 - Open burning

Life Safety Inspections

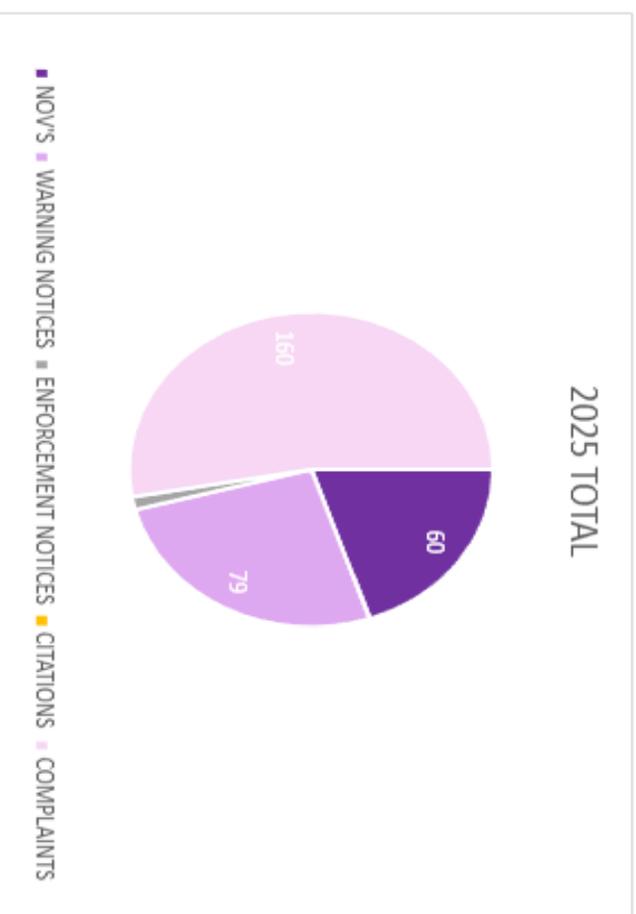
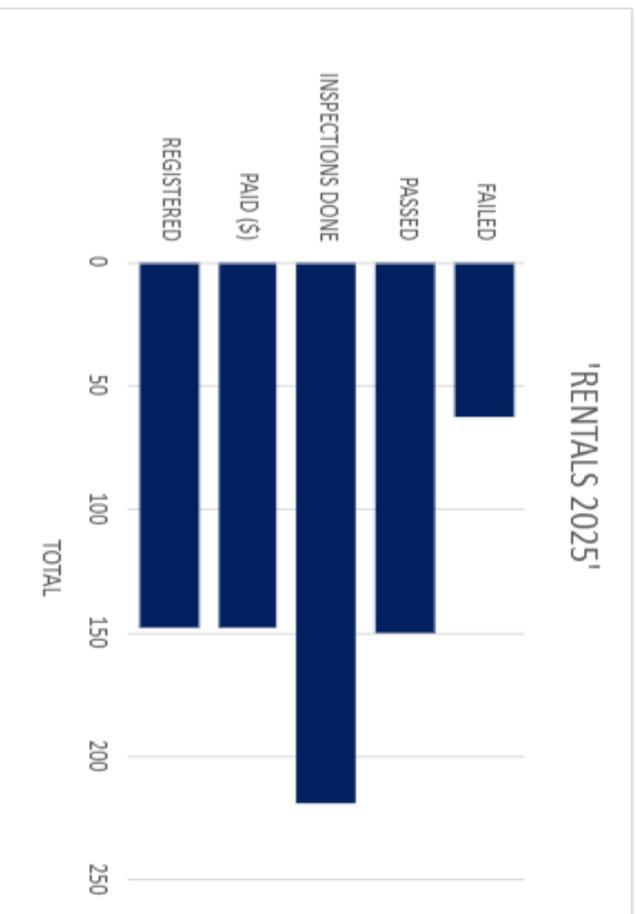
- Month - 16
- YTD – 122



Community Development



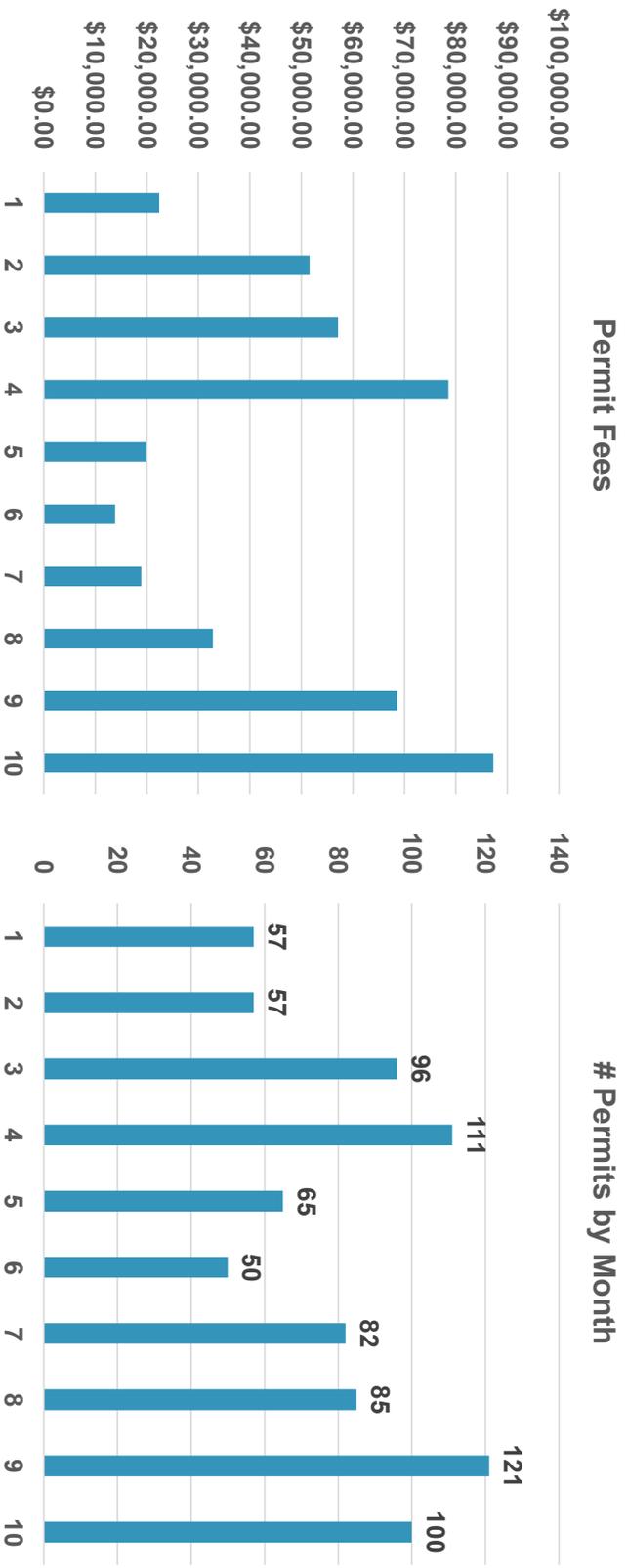
Community Development



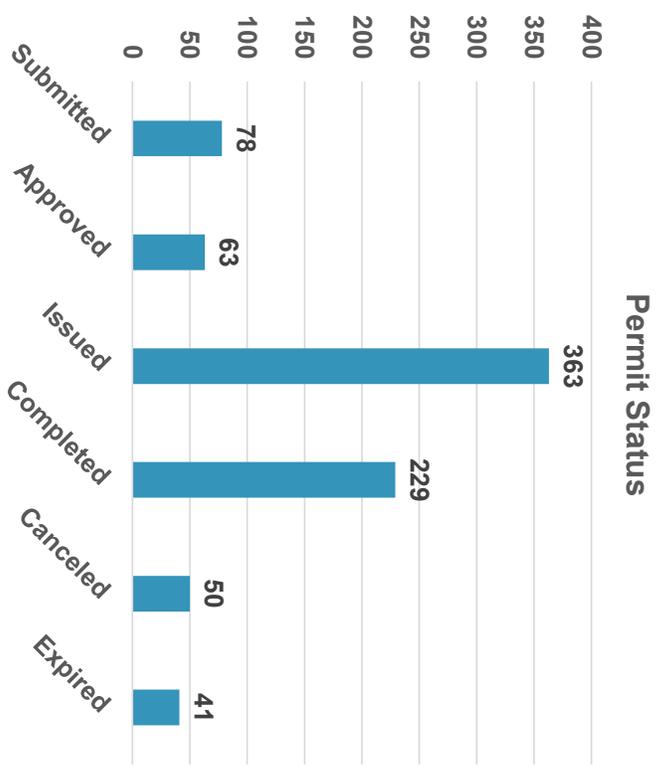
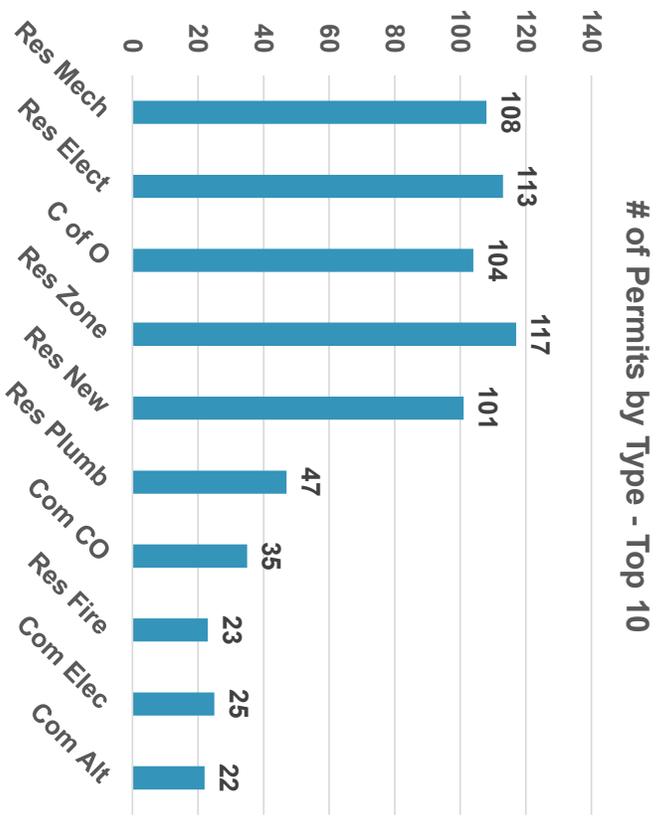
- **Rental Registration**
 - Smoke Detectors
- **Code Complaints**
 - Zoning/Permits
 - International Property Maintenance
 - Other



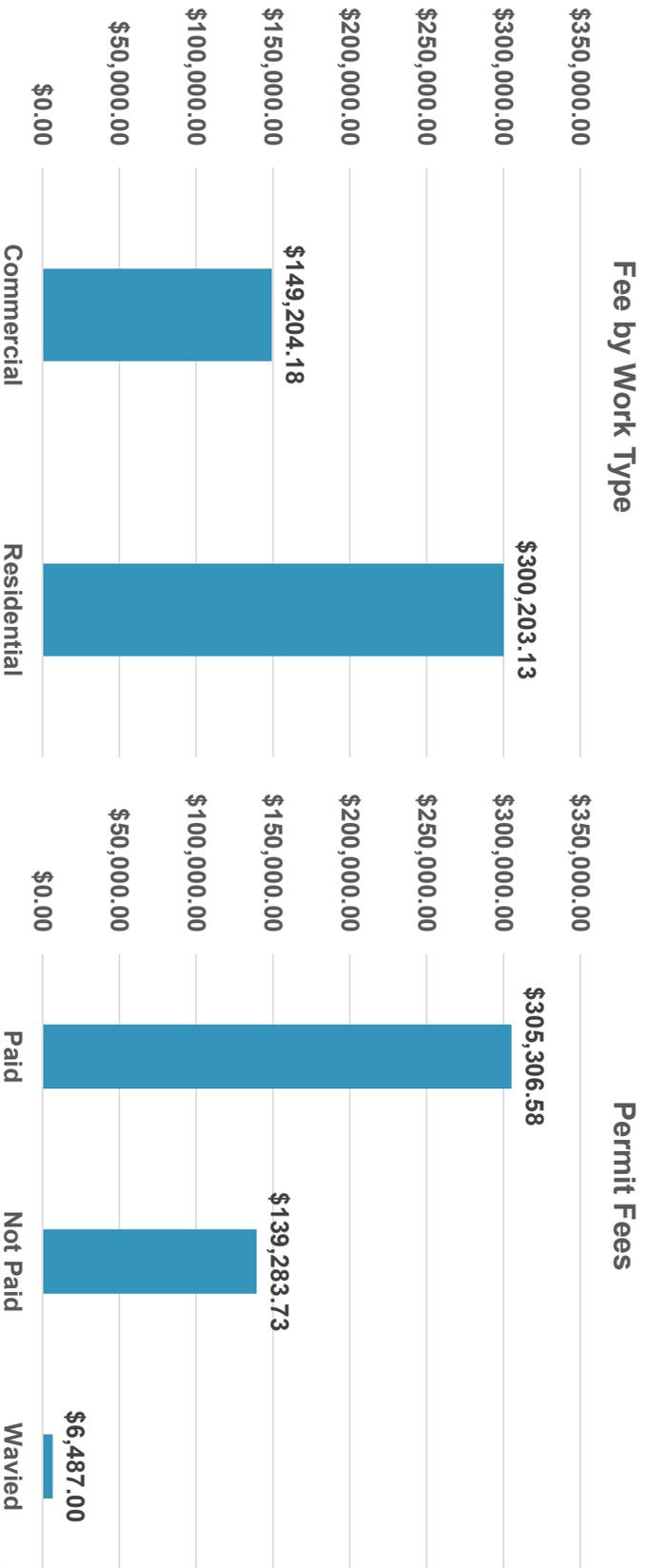
Community Development



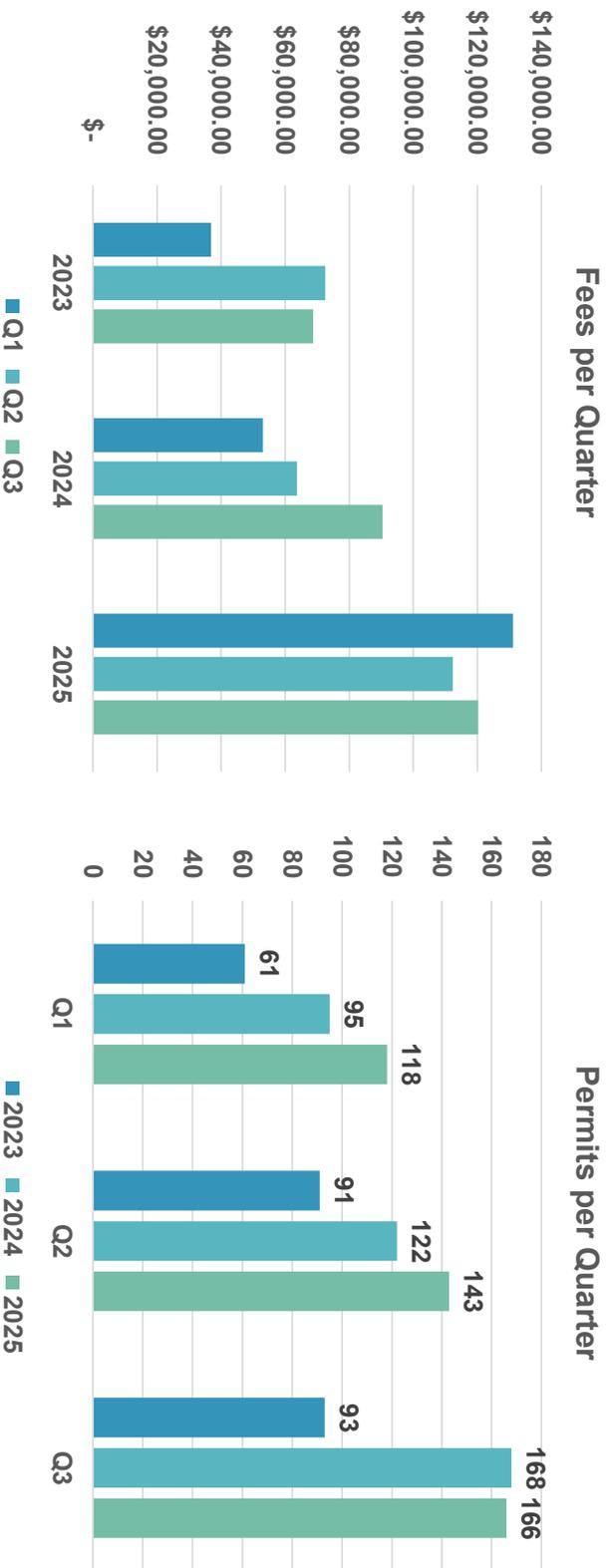
Community Development



Community Development



Community Development



Annual Comparison





New Garden Flying Field (N57)

Fuel Sales

	2023	2024	2025
January	\$ 20,917.00	\$ 15,804.92	\$ 13,722.78
February	\$ 20,909.00	\$ 28,371.00	\$ 19,753.78
March	\$ 25,306.58	\$ 28,906.23	\$ 30,307.95
April	\$ 28,569.81	\$ 29,612.63	\$ 27,032.00
May	\$ 43,733.00	\$ 33,200.00	\$ 34,876.73
June	\$ 33,656.00	\$ 40,163.13	\$ 31,171.54
July	\$ 47,291.00	\$ 43,125.00	\$ 47,570.71
August	\$ 46,110.00	\$ 39,993.00	\$ 55,723.64
September	\$ 29,210.00	\$ 31,378.00	\$ 39,720.27
October	\$ 41,928.10	\$ 47,840.00	\$ 34,204.00
November	\$ 35,796.72	\$ 28,433.49	
December	\$ 32,174.63	\$ 18,877.00	
YTD Total	\$405,601.84	\$385,704.40	\$334,083.40

Maintenance Shop Rev

	2023	2024	2025
January	\$ 48,434.00	\$ 36,584.63	\$ 45,727.58
February	\$ 80,128.00	\$ 53,393.04	\$133,525.72
March	\$121,698.70	\$ 47,972.67	\$ 87,661.79
April	\$ 50,844.38	\$ 51,925.63	\$ 56,436.49
May	\$ 45,865.82	\$ 51,148.88	\$ 65,452.45
June	\$ 27,493.89	\$ 46,532.39	\$ 31,823.63
July	\$116,149.00	\$124,213.95	\$ 63,657.05
August	\$ 72,035.00	\$134,287.67	\$ 81,156.44
September	\$ 79,075.82	\$ 71,815.39	\$ 20,243.75
October	\$ 62,832.26	\$ 70,945.61	\$ 61,761.71
November	\$ 79,230.46	\$ 18,540.87	
December	\$ 46,251.95	\$ 61,398.88	
YTD Total	\$830,039.28	\$768,759.61	\$647,446.61

Garmin Sales

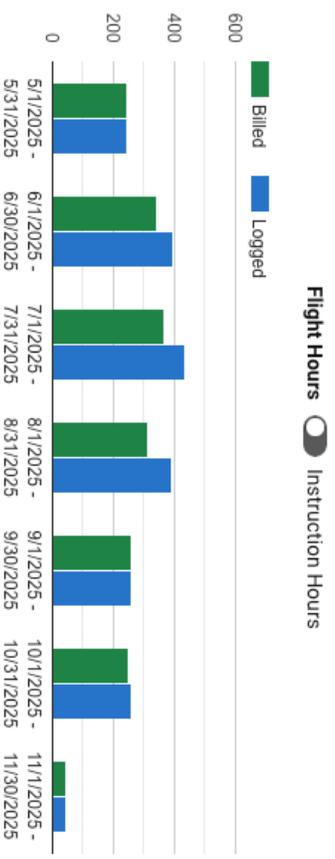
	2024	2025
January	\$114,893.00	\$ 34,168.00
February	\$ 12,047.16	\$ 15,254.00
March	\$ 12,759.00	\$ 6,651.14
April	\$ 6,547.25	\$ 44,716.37
May	\$ 67,651.00	\$ 26,109.00
June	\$ 1,967.25	\$ 27,551.00
July	\$ 252.00	\$ 14,172.08
August	\$ 4,043.25	
September	\$ 5,524.00	
October	\$ 11,492.75	\$ 65,437.00
November	\$108,673.00	
December	\$ -	
YTD Total	\$345,849.66	\$234,058.59



New Garden Flying Field (N57)

Flight and Instruction Revenue			Total Hours Billed	
\$39,903.60		↑ 1.17%	\$39,441.20	
Flight \$38,307.60	Instruction \$1,596.00		Flight \$38,097.20	Instruction \$1,344.00
Flight Hours 247.4 hrs	Instruction Hours 22.8 hrs	↓ 3.36%	Flight Hours 256.01 hrs	Instruction Hours 22.4 hrs
		↑ 1.79%		

Total Hours Billed vs Total Hours Logged



New Garden Flying Field (N57)

PIPER PA28 N7209F AIRCRAFT MAINTENANCE SCHEDULE: Week of 11-03-2025

Aircraft	100 HR. Due	50 Hr. Due	ELT Days Due	Engine Overhaul	Pitot Static	Transponder Days Due	Comments
Cessna 150 N9167C	32.30 Hours	31.40 Hours	271 days	1221.50 hours	N/A	544 hours	
Cessna 150 N63524	30.10 hours	38.50 hours	28 days	39.30 hours	N/A	424days	
Cessna 172L N3869Q	60.50 hours	10.50 hours	90 days	1835.20 hours	514 days	514 days	
Piper PA28 N7209F	58.59 hours	*8.59 hours	59 days	1910.62 hours	N/A	544 days	*50 hour due soon
Cessna172M N20420	58.20 hours	*8.20 hours	N/A	283.20 hours	N/A	N/A	*50 hour die soon

~ PA28 N7209F – 50 hour due soon



New Garden Flying Field (N57)

Airfield Operations Monitoring

Date Range Selection

5/1/2025 11/4/2025

New Garden Airport (KN57)

Aircraft Operations Data

Ops Last Calendar Year

N/A

Ops YTD

20,819

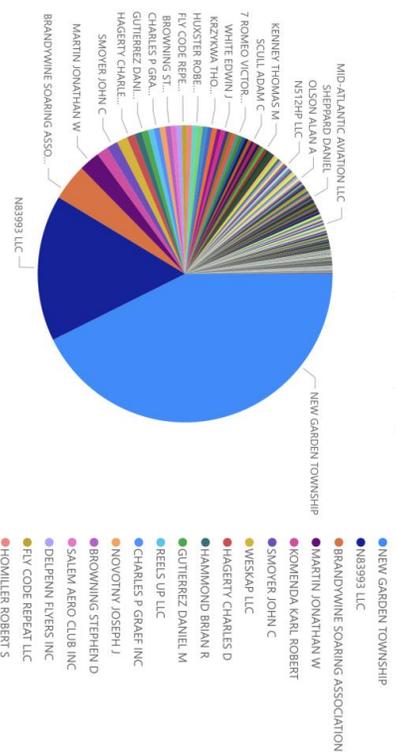


New Garden Flying Field (N57)

New Garden Airport (KN57)

Aircraft Operations Data

Operations by Registrant



Date Range Selection

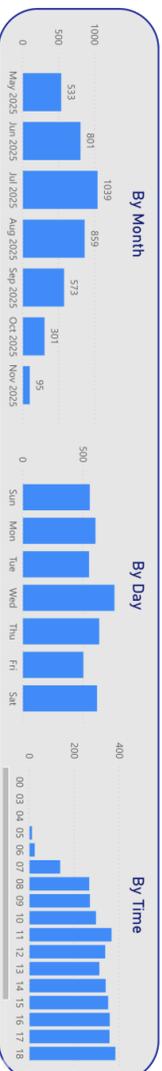
5/1/2025 11/4/2025

Operations Count for Date Range

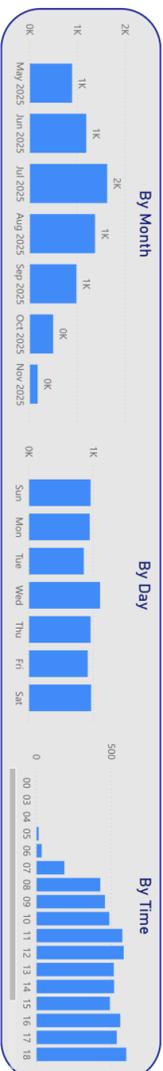
5010 Aligned Count for Date Range

Based A/C	12,188	100 Air Carrier	(Blank)
Non-Based A/C	8,631	102 Air Taxi	22
Business Ops	0	103 GA Local	8,638
<input type="checkbox"/> Select all <input type="checkbox"/> 314 AVATION LLC <input type="checkbox"/> 33 ROMEO INC <input type="checkbox"/> 404 CHURCH LLC		104 GA Itinerant	12,181
Select Business(es) / Ctrl-click for multiple <input type="text"/> Search		105 Military	107
		Total Ops	20,819
		(will not add up)	

Number of Touch and Go's



Number of Pattern Operations



Runway Used

24 6 UNO

Press CTRL for Multiple Selection

Provided By: **AIRPORTX**
 For More Information: info@airportmonitoring.com
 855-5HAIPIGA (543-5742)



Cars/Coffee and Airplanes!

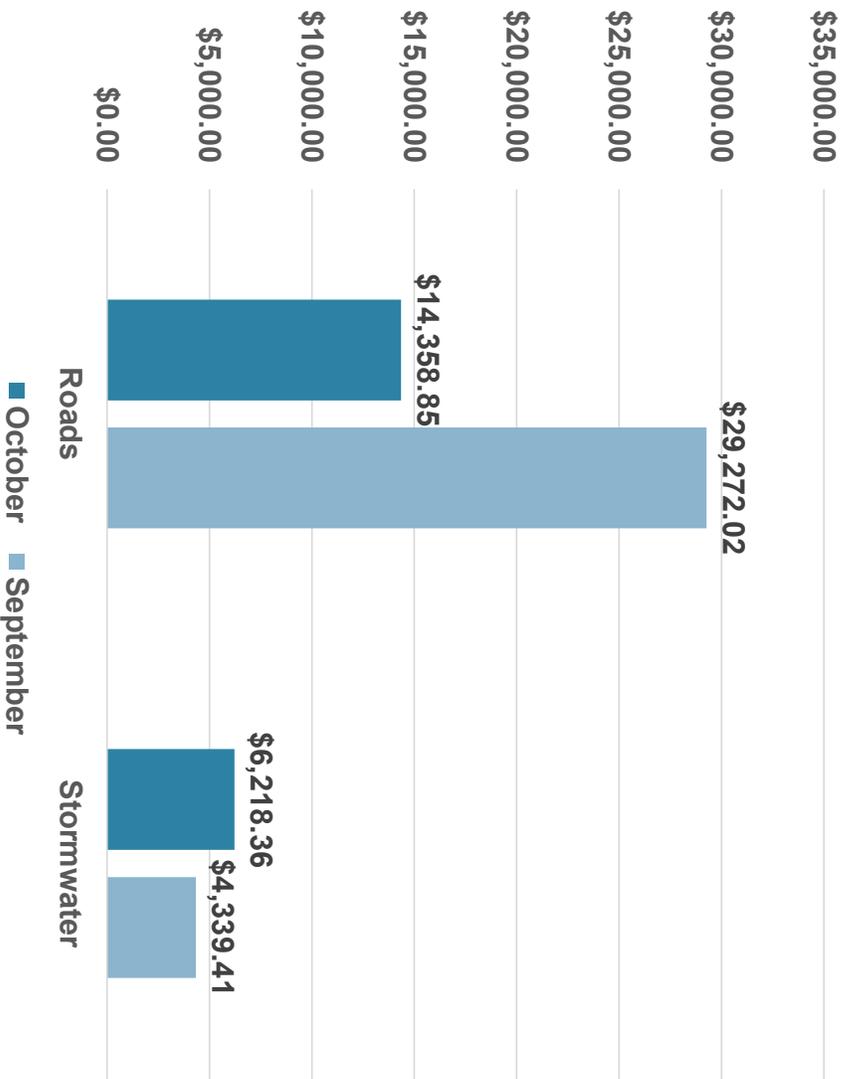


Event was a success! Will be hosting this quarterly starting 2026.

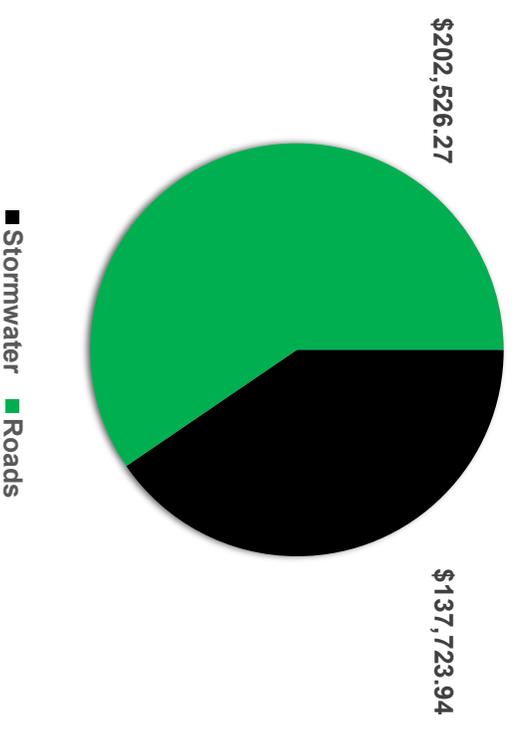


Public Works

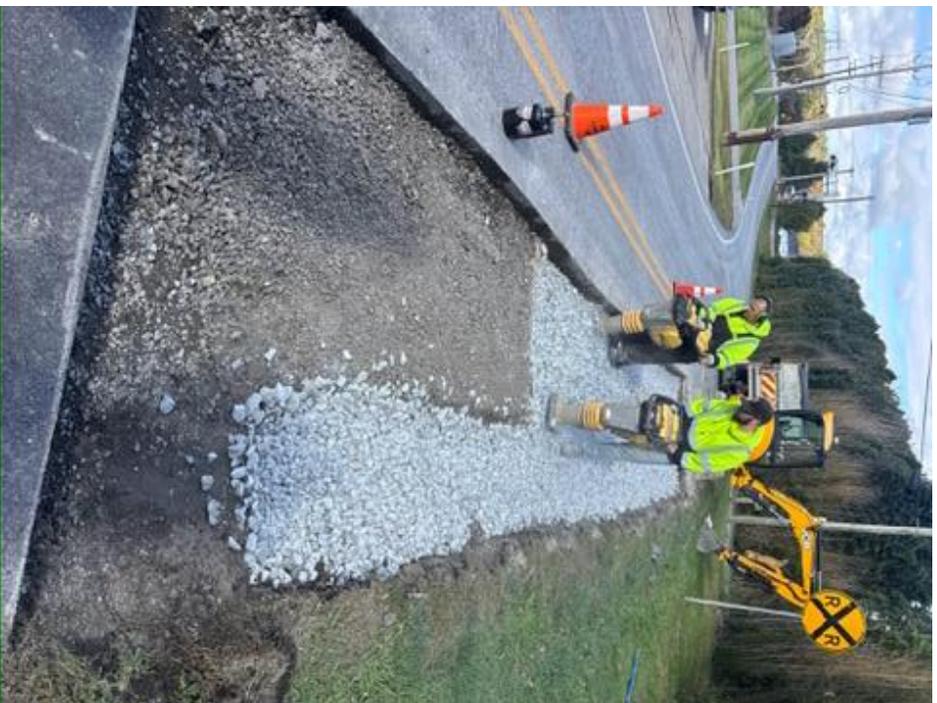
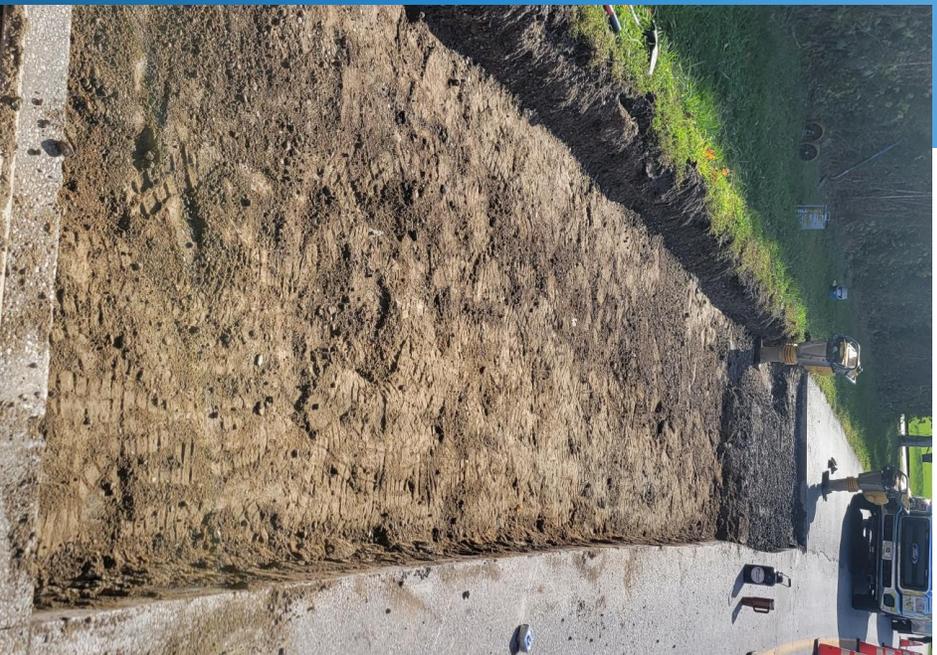
Maintenance Costs – Labor and Materials



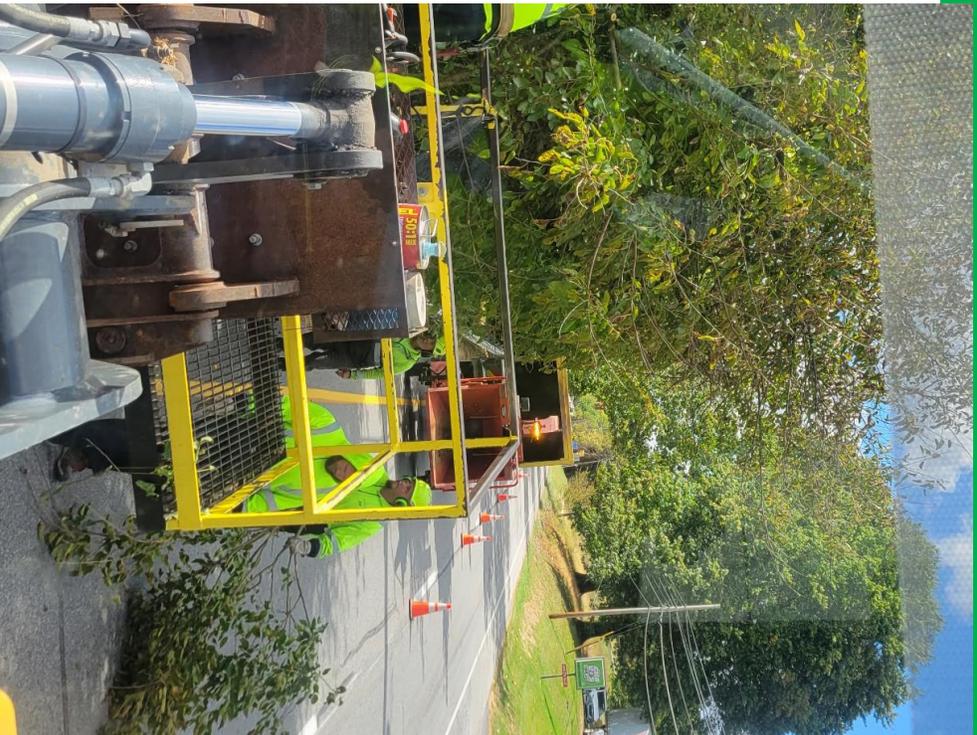
Year To Date



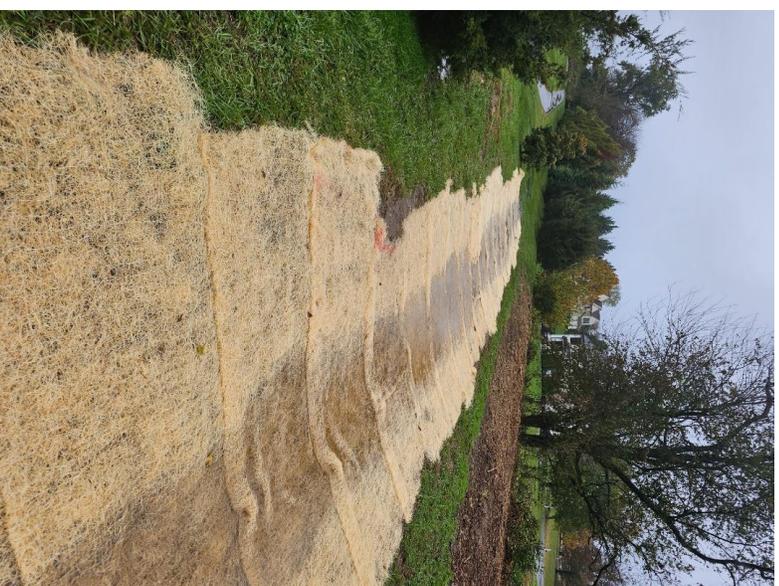
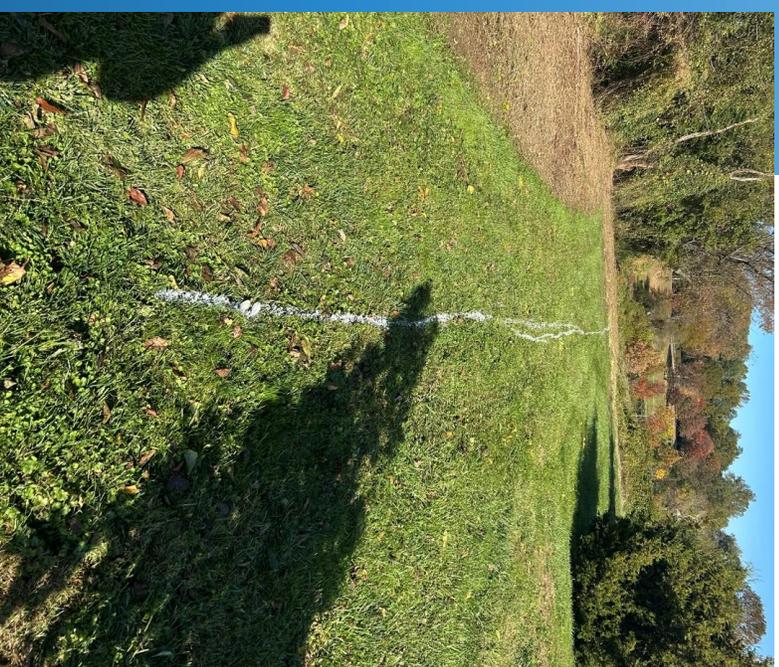
Public Works



Public Works



Public Works



SECOND AMENDMENT TO SETTLEMENT AGREEMENT

This SECOND AMENDMENT TO SETTLEMENT AGREEMENT (“**Second Amendment**”) is made this _____ day of _____, 2025, by **PR New Garden/CHESCO Limited Partnership and PR New Garden Limited Partnership** (collectively, “**PREIT**”) and the **Board of Supervisors of New Garden Township, Chester County, Pennsylvania** (“**Township**”). PREIT and the Township are each a “**Party**”, collectively, the “**Parties**”.

BACKGROUND

A. On September 10, 2007, the Parties entered into a Settlement Agreement (“**Settlement Agreement**”) settling PREIT’s appeal (Chester County CCP Docket No. 03-03903) of the Township’s denial of a conditional use application for the development of certain property located adjacent to the north and south sides of Route 41, east of Sharp Road and adjacent to Sunny Dell Road comprising approximately 187 acres of land (**60-4-59, 60-4-77, 60-4-77.1, 60-4-77.2, 60-6-17.3, 60-6-35.4, 60-6-35.4A, 60-6-36, and 60-6-39**)(“**Property**”). A copy of the Settlement Agreement without exhibits is attached as **Exhibit “A”**.

B. The Property is located in the Township’s Unified Development (“**UD**”) Zoning District.

C. On November 16, 2007, the Court entered an Order approving the Settlement Agreement. A copy of the Court Order approving the Settlement Agreement is attached as **Exhibit “B”**.

D. Under the Settlement Agreement, the Township agreed to permit the development of the Property to include: (i) a multi-tenant retail center on the portion of the Property that is contiguous to the south side of Route 41 (“**Retail Center**”); (ii) a walkable “town center” on the portion of the Property located to the south and west of the Retail Center (“**Town Center**”); (iii) a

Retail Building (convenience store) containing no more than 6,300 square feet plus no more than twelve (12) gasoline or diesel fuel dispensing pumps adjacent to the north side of Route 41 (“**Convenience Store**”); and (iv) an age-restricted residential community on the north side of Route 41 (“**Age-Restricted Community**”)(collectively, the Retail Center, Town Center, Convenience Store and Age-Restricted Community are the “**Proposed Development**”).

E. The Settlement Agreement governs the Proposed Development of the Property and provides a procedure for the Township’s review and approval of the Proposed Development.

F. The Settlement Agreement also requires certain improvements and upgrades be made to the surrounding state and Township owned roadways and the Township’s public sewer system in connection with construction of the Proposed Development.

G. The Settlement Agreement also requires various other development-related improvements and details to be incorporated as part of the construction of the Proposed Development.

H. On March 9, 2009, the Parties and the New Garden Township Sewer Authority entered into a Sewer Improvements and Reservation Agreement (“**Sewer Agreement**”) providing for the reservation of sewer capacity for the Proposed Development and detailing the required upgrades to the Township’s public sewer system.

I. On January 4, 2010, the Parties and the New Garden Township Sewer Authority entered into a Sewage Facilities Operation, Maintenance and Oversight Agreement (“**Sewer O&M Agreement**”) related to the proposed on-site sewer system for the Proposed Development.

J. The Sewer Agreement and the Sewer O&M Agreement are collectively the “**Sewer Agreements**”. The Sewer Agreements were recorded against the Property.

K. On May 31, 2011, the Parties entered into that certain First Amendment to the

September 10, 2007 Settlement Agreement, a copy of which is attached as **Exhibit “C” (“First Amendment”)**).

L. The First Amendment modified certain terms of the Settlement Agreement related to the timing of a payment, completion of stream channelization work, site plan layout and building façade designs for the Retail Center and Town Center.

M. On December 19, 2011, the Township approved Phase I(A)(1) of the Retail Center.

N. In connection with the proposed construction of Phase I(A)(1) of the Retail Center, the Parties entered into a Land Development Agreement dated March 2012 (**“Land Development Agreement”**), a Financial Security Agreement dated March 2012 (**“Financial Security Agreement”**), a Stormwater Best Management Practices Operations and Maintenance Agreement dated March 23, 2012 (**“Stormwater Agreement”**), a Declaration of Stormwater Management/Access Easement dated March 9, 2012 (**“Stormwater Easement”**), and a Well Guarantee Agreement dated March 9, 2012 (**“Well Guarantee Agreement”**)(collectively, the Land Development Agreement, Financial Security Agreement, the Stormwater Agreement, the Stormwater Easement and the Well Guarantee Agreement are the **“Phase I(A)(1) Agreements”**).

O. On March 30, 2012, the Stormwater Agreement, Stormwater Easement and Well Guarantee Agreement were recorded against the Property.

P. On March 30, 2012, the approved Phase I(A)(1) final plan was recorded against the Property in Plan Book 19195 Page 1 (**“Phase I(A)(1) Final Plan”**).

Q. Notwithstanding the recorded Sewer Agreements, the recorded and unrecorded Phase I(A)(1) Agreements and the recorded Phase I(A)(1) final plan, construction of Phase I(A)(1) of the Retail Center did not occur.

R. Since 2012, the Property has remained undeveloped.

S. In April 2019, PREIT sold the PREIT entity owning the Property to JP Morgan Chase Bank, which retained ownership of the Property in the PREIT entity name.

T. Between 2019-2022, multiple developers presented and discussed proposed development alternatives of the Property with the Township, however, none came to fruition.

U. In December 2020, the Township sold its public sewer system to Aqua Pennsylvania, Inc. (“**Aqua**”) and in December 2020, the New Garden Township Sewer Authority was dissolved.

V. PREIT has now entered into an agreement of sale for the Property with Stonewall Capital, LLC (“**Stonewall**”).

W. Stonewall is proposing to revise the Proposed Development (“**Revised Proposed Development**”) to now consist of the following:

- (1) 622 residential units comprised of 261 single family detached homes, 120 24’ wide townhouses, 65 30’ wide villas, 168 semi-detached townhouses, and 8 estate lots;
- (2) Approximately 200,000 square feet of retail/commercial uses;
- (3) The Convenience Store with a building area of 5,500 square feet.

A copy of the Revised Proposed Development concept plan prepared by Chester Valley Engineers, Inc. dated October 15, 2025 is attached as **Exhibit “D”** (“**Revised Concept Plan**”).

X. On July 23, 2025, Stonewall submitted a subdivision and land development application to the Township proposing the Revised Concept Plan be approved as an amendment to and modification of the Settlement Agreement.

Y. The Revised Concept Plan was presented and reviewed by the Township at the Township Board of Supervisors’ public meetings dated July 21, 2025, August 18, 2025 and October 20, 2025 and the Township Planning Commission’s public meetings dated July 23, 2025

and August 27, 2025.

Z. The Parties now desire to amend and modify the Settlement Agreement to permit the Revised Concept Plan to be developed on the Property by replacing/superseding the Concept Plan originally approved under the Settlement Agreement and also to update other terms of the Settlement Agreement accordingly.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto intending to be legally bound hereby agree as follows:

1. **INCORPORATION OF BACKGROUND.** The entire Background of this Second Amendment is incorporated herein and agreed as if fully set forth in the body of this Second Amendment.
2. **APPROVAL OF THE SECOND AMENDMENT.** The Township Board of Supervisors shall approve the execution of the Second Amendment at a public meeting.
3. **COURT APPROVAL.** Within five (5) business days after the date of complete execution of this Second Amendment, the Parties shall file a the “Joint Motion for Approval of Second Amendment to Settlement Agreement and Entry of Agreed Order” approving this Second Amendment as an Order of the Court against the Parties.
4. **APPROVAL OF REVISED CONCEPT PLAN AND AMENDMENT OF PRIOR CONCEPT PLAN.** The Concept Plan approved under the Settlement Agreement is hereby replaced and superseded with the Revised Concept Plan attached as Exhibit “D”. The Revised Concept Plan is understood and acknowledged to be conceptual and not a fully engineered plan. Therefore, the specific types of residential units ultimately constructed, and the size, configuration and layout of the retail/commercial buildings and Convenience Store may be changed, but the total number of residential units and the total area of retail/commercial space

shall not exceed that which is listed/depicted on the Revised Concept Plan.

5. **SECTIONS 5 AND 13(D) OF SETTLEMENT AGREEMENT.** This Second Amendment shall supersede and replace Sections 5 and 13(D) of the Settlement Agreement [Agreement Governs Development], which shall no longer apply to the development of the Property.

6. **REGULATIONS GOVERNING THE REVISED PROPOSED DEVELOPMENT.** The Parties agree the Township Ordinance provisions in effect at the time this Second Amendment is executed shall apply to and govern the Revised Proposed Development except as modified by this Second Amendment or by such further relief, variances, waivers or modifications as may be granted or approved. The Parties acknowledge the Revised Proposed Development depicted in the Revised Concept Plan is known at this time to deviate from certain Zoning Ordinance, Subdivision and Land Development Ordinance (“**SALDO**”) and Stormwater Management Ordinance (“**SWMO**”) (collectively, the “**Governing Ordinances**”) provisions as set forth in attached **Exhibit “E” (“Deviations and Modifications”)**. The Township agrees to the approval of the Deviations and Modifications.

To the extent provisions conflict, the terms of this Second Amendment shall supersede the requirements of the Governing Ordinances and shall govern all aspects of the development, use, reuse, occupancy or redevelopment of the Property.

The specific regulations, restrictions/limitations and design requirements imposed on the Retail Center, Town Center and Age-Restricted Community under the Settlement Agreement shall not apply to the retail/commercial uses or residential uses in the Revised Proposed Development.

The Exhibits attached to the Settlement Agreement shall not apply to the Revised Proposed

Development.

The retail/commercial uses, residential uses and Convenience Store use in the Revised Proposed Development shall be governed by the current applicable UD Zoning District regulations except as set forth in this Second Amendment, including the Deviations and Modifications, and as follows:

(A) Residential Uses in a Mixed-Use Development. The following area and bulk regulations shall apply to the single-family residential uses depicted on the Revised Concept Plan:

- (1) Maximum gross density: 3 units per acre
- (2) Minimum lot area:
 - (a) Single-family detached: 6,160 square feet.
 - (b) Single-family semidetached (stacked townhomes): 2,000 square feet.
 - (c) Single-family attached: 2,400 square feet.
- (3) Minimum lot width:
 - (a) Single-family detached: 56 feet.
 - (b) Single-family semidetached: 24 feet.
 - (c) Single-family attached: 24 feet.
- (4) Minimum depth of front yard: 20 feet.
- (5) Minimum depth of rear yard: 10 feet.
- (6) Minimum side yard for single-family detached: 7.5 feet.
- (7) Minimum side yard for end units of attached dwelling: 10 feet.
- (8) Minimum building separation distance: 15 feet.

(9) Maximum number of single-family attached units in a building: 8 attached units (does not apply to semi-detached).

(10) Building height: 3 stories above average finished grade, not to exceed 45 feet.

(11) Minimum open space of gross tract area: 10%

(B) As reflected on the Revised Concept Plan, the areas devoted to stormwater basins will not be considered impervious coverage and may be included in open space calculations.

(C) Construction of improvements or disturbance of areas of steep slopes shall be permitted to the extent necessary to permit the development of the Property in accordance with the Revised Concept Plan.

(D) Convenience Store. The Convenience Store lot shall be permitted as a reverse frontage lot. No vegetative buffers shall be required on the rear of the Convenience Store lot. The Convenience Store shall be permitted to have direct access to Route 41, subject to PennDOT's approval. The building area of the Convenience Store permitted under the Settlement Agreement may be increased to 6,600 square feet.

7. **PREPARATION, REVIEW AND APPROVAL OF PRELIMINARY AND FINAL PLANS.** The procedure set forth in Sections 6-9 of the Settlement Agreement with respect to the preparation, review and approval of the Preliminary and Final Plans shall apply to the preliminary and final plans for the Revised Proposed Development except the Township, except the Board shall have ninety (90) days after receipt of all Agency Permits and the properly prepared Final Plans in which to deliver to PREIT a letter confirming approval. PREIT shall submit a preliminary plan application within two (2) years of a final and unappealable Order approving this Second Amendment, which may be extended upon PREIT's request and the

Township shall not unreasonably deny such extension request. The Township's final plan approval for the Revised Proposed Development shall be conditioned upon PREIT's obtaining all required and applicable outside government agency permits and approvals. PREIT shall provide the Township with copies of such permits and approvals prior to the Township releasing any plan for recording.

The Parties agree the Phase I(A)(1) Agreements and Phase I(A)(1) Final Plan are no longer valid. The Parties agree to execute and record such instruments or agreements necessary to effectuate the termination, extinguishment or revocation of the Phase I(A)(1) Agreements and the Phase I(A)(1) Final Plan.

8. **ROAD IMPROVEMENTS.** The Road Improvement Plan and the road improvements required under the Settlement Agreement are replaced and amended by the road improvements contemplated under the Traffic Impact Study prepared by TPD, Inc. dated October 20, 2025, a copy of which is attached as **Exhibit "F"** ("**TIS**"), which includes modifications within the Sheehan Road, Sunny Dell Road and Reynolds Road rights of way as depicted on the Revised Concept Plan. The TIS is subject to review and approval by the Pennsylvania Department of Transportation ("**PennDOT**") and New Garden Township. Construction of the road improvements for the Revised Proposed Development may be phased and shall be in accordance with any Highway Occupancy Permit issued by PennDOT and in accordance with approval by New Garden Township.

9. **SANITARY SEWER PLANNING, CAPACITY AND SERVICE.** As a result of the Township's sale of the public sewer system to Aqua, the Sewer Agreements and the sewer improvement requirements under the Settlement Agreement are no longer valid. PREIT acknowledges that it must separately obtain sanitary sewer service with and capacity from Aqua.

Notwithstanding, the Parties agree Section 10 of the Settlement Agreement regarding sewage planning module approvals shall apply to the Revised Proposed Development. In addition, the Township agrees to provide PREIT with temporary construction, maintenance and access easements for a potential future pump station and force main network located within New Garden Hills.

10. **STORMWATER MANAGEMENT AND EROSION AND SEDIMENTATION CONTROL.** The post-construction stormwater management (“PCSM”) and erosion and sedimentation plan for the Revised Proposed Development shall be designed in accordance with the SWMO unless waivers or modifications are granted, which shall not be unreasonably withheld. PREIT shall obtain an NPDES Permit from the Chester County Conservation District/Pennsylvania Department of Environmental Protection for the PCSM plan. Upon obtaining an NPDES Permit, PREIT may commence earth disturbance activities on the Property prior to any final plan recording but subject to approval by the township engineer and placement of financial security to ensure that any risk involved to health and safety of Township residents including property damages is accounted for. In addition, the Township agrees to provide PREIT with use of New Garden Hills for potential stormwater management facilities if needed within the limits permitted by existing easements and covenants covering the site.

11. **REUSE AND PRESERVATION OF BARN AND ROWAN HOUSE.**

A. **Barn and Barn Property.** The 2,910 square foot existing barn located on the Property, between Sheehan Road and Route 41 (“**Barn**”), together with approximately 2 acres of land in the immediate vicinity (the “**Barn Property**”) shall remain and shall be preserved and maintained in a reasonable condition. Sewage and water transmission lines will be installed by PREIT to the boundary line of the Barn Property to serve the Barn. PREIT shall offer to dedicate

the Barn and Barn Property to the Township after it has been adequately preserved and maintained. The New Garden Township Historical Commission shall have the opportunity to review the preservation and use. Such review shall be advisory only and no actions or recommendations by the Historical Commission shall delay or otherwise interfere with the Revised Proposed Development. If the Township does not accept dedication of the Barn and Barn Property within three (3) months after it is offered for dedication, the offer of dedication shall automatically terminate and PREIT shall have the right (but not the obligation) to adaptively re-use the Barn as retail or office space or a combination thereof for any purpose permitted herein. In the event that PREIT does not adaptively re-use the Barn as above, it shall perpetually maintain the Barn in good condition. The Barn Property shall continue to be deemed to be open space for purposes of all area and bulk requirements contained in this Agreement.

B Moses Rowan House. PREIT shall maintain and use commercially reasonable efforts to preserve and/or adaptively reuse the Rowan House for any permitted use. PREIT may subdivide and sell the property so that the funds identified for this purpose can be reduced by the recovery from the sale. The New Garden Township Historical Commission shall have the opportunity to review the use of the Rowan House, such review shall be advisory only and in no event have any ability to require action or inaction in the use and maintenance of said house.

12. **BUILDING PERMITS**. Section 11 [Building Permits] of the Settlement Agreement shall continue to apply so long as the time periods comply with statutory requirements.

13. **FEES AND MAXIMUM EXPENDITURES**. The traffic impact fees and fees in lieu of providing recreational facilities which result from the Revised Proposed Development

shall be waived or otherwise adjusted conditioned upon PREIT's construction of traffic improvements and other contributions PREIT makes to the Township as listed below. PREIT shall pay the reasonable reimbursement of the fees of the Township's professional consultants' services payable in accordance with the Pennsylvania Municipalities Planning Code and all application fees for construction and any other township fee normally charged to all developers.

In consideration of this Second Amendment and the foregoing, PREIT agrees to spend approximately \$29,825,000 in connection with the Revised Proposed Development for the following:

(A) Connection from Route 41 to New Garden Hills Park: \$975,000 (or such amount as is required to complete the connection);

(B) Maintenance of Sheehan Rd Barn in accordance with paragraph 11.A herein on subdivided 2 acres: \$750,000; or amount as is required to complete the actions as identified in 11.A herein.

(C) Improvements to regional sewer infrastructure and increase in sewer capacity for other future township development: \$19,500,000 (or such amount as is required to complete the sewer improvements);

(D) Off-site road upgrades to improve traffic flows, safety, and accessibility for current and future residents: \$7,000,000 (or such amount as is required to complete the road improvements); and

(E) Contribution to New Garden Hills Park: \$1,600,000.

14. **ADDITIONAL ACTIONS.** Section 12 [Additional Actions] of the Settlement Agreement shall continue to apply.

15. **MISCELLANEOUS.** Section 13 [Miscellaneous] of the Settlement Agreement

shall no longer apply.

16. **VESTED RIGHTS**. Section 14 [Vested Rights] of the Settlement Agreement shall re-commence as of the date of this Second Amendment.

17. **BINDING EFFECT**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, successors, administrators and assigns.

18. **ENTIRE AGREEMENT**. This Second Amendment and to the extent not modified hereunder, the Settlement Agreement and First Amendment, constitute the entire agreement among the Parties hereto and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof.

19. **AMENDMENT**. No amendment, waiver or discharge of any provision of this Second Amendment shall be effective against either Party unless that Party shall have consented thereto in writing.

20. **ASSIGNMENT**. The Township recognizes that PREIT intends to assign its rights hereunder to Stonewall or other future purchasers of the Property. The Township consents to such assignments provided Stonewall or other assignees agree to the obligations hereunder in writing. Upon sale of the Property or portions thereof and delivery of a written assignment to the Township, PREIT or other assignee shall be automatically released from any further liability or obligation in connection with the development of the Property or portion of the Property.

21. **GOVERNING LAW**. This Second Amendment shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

22. **COUNTERPARTS**. This Second Amendment may be executed in counterparts.

23. **NOTICES**. All notices or other communications required or permitted to be given

under the terms of this Second Amendment shall be in writing and shall be sent by certified mail, postage prepaid or by private carrier guarantying next day delivery, addressed as follows:

(A) If to PREIT, addressed as follows:

M Capital Partners, Inc.
c/o Navid Moshtagi
9854 National Blvd #147
Los Angeles, CA 90034
navidm@mcapitalrep.com

With a copy to:

Gregg I. Adelman, Esquire
Kaplin Stewart Meloff Reiter & Stein, P.C.
910 Harvest Drive
PO Box 3037
Blue Bell, PA 19422
gadelman@kaplaw.com

(B) If to Township, addressed as follows:

New Garden Township
Attention: Township Manager
299 Starr Road
Landenberg, PA 19350
chimes@newgarden.org

With a copy to:

Winifred M. Sebastian, Esquire
Lamb McErlane, P.C.
208 E. Locust Street, Third Floor
PO Box 381
Oxford, PA 19363
wsebastian@lambmcerlane.com

(signatures on the following page)

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed as of the day and year first above written.

WITNESS:

PR New Garden/CHESCO Limited Partnership and L.P.

By: _____

WITNESS:

PR New Garden Limited Partnership

By: _____

NEW GARDEN TOWNSHIP

WITNESS:

By: _____

By: _____

By: _____

By: _____

By: _____

EXHIBITS

Exhibit A	September 10, 2007 Settlement Agreement (w/o exhibits)
Exhibit B	November 16, 2007 Order approving Settlement Agreement
Exhibit C	May 31, 2011 First Amendment to Settlement Agreement
Exhibit D	Revised Concept Plan prepared by Chester Valley Engineers dated September 18, 2025
Exhibit E	Deviations and Modifications
Exhibit F	Traffic Impact Study

KAPLIN STEWART MELOFF REITER & STEIN, P.C.

**By: Marc B. Kaplin, Esquire
John J. Mahoney, Esquire
Attorney ID Nos. 04465, 32946
Union Meeting Corporate Center
910 Harvest Drive, P.O. Box 3037
Blue Bell, PA 19422
610-260-6000**

Attorneys for Appellants

**IN RE: APPEAL OF PREIT/CORNERSTONE
JOINT VENTURE** : **COURT OF COMMON PLEAS**
: **CHESTER COUNTY**
:
: **No. 03-03903**
: **LAND USE APPEAL**

SETTLEMENT AGREEMENT

This Settlement Agreement is made this 10th day of September, 2007, by **PR New Garden/CHESCO Limited Partnership and PR New Garden Limited Partnership** (collectively, "**PREIT**") and the **Board of Supervisors ("Board")** of **New Garden Township**, Chester County, Pennsylvania ("**Township**").

BACKGROUND

A. On October 10, 2001, an application ("**Application**") was submitted to the Board for approval of a Conditional Use to develop multiple parcels of land, comprised of approximately 182.2 acres, located adjacent to the north and south sides of Route 41, east of Sharp Road and adjacent to Sunny Dell Road ("**Initial Property**"), as a Unified Development pursuant to Article XI of the Township's Zoning Ordinance ("**Zoning Ordinance**"). The Application was accompanied by a Conditional Use Plan prepared by Chester Valley Engineers, Inc. ("**CVE**"), dated 10-10-01 ("**Conditional Use Plan**"), which depicted the development of a 467,183 square foot retail center, seventy-four (74) single-family dwellings, both of which would be located on the south side of Route 41, and a ninety-five (95) unit age-restricted residential

community, to be located on the north side of Route 41.

B. At the time the Application was filed Michael L. Pia, John J. Pia, Louis J. Pia, M&J Mushrooms, LP, Kaolin Mushroom Farms, Inc., and Michael L. Pia and John J. Pia, Trustees under Trust Agreement of 9-25-02 (collectively, the “**Pias**”) were the owners of the Initial Property and PREIT/Cornerstone Joint Venture was the equitable owner of the Initial Property. PREIT is the successor to the equitable interest in the Initial Property formerly held by PREIT/Cornerstone Joint Venture. On January 11, 2006 PREIT completed the purchase of the Initial Property from the Pias. PREIT has also acquired approximately 4.863 acres of land (“**Additional Property**”) which is contiguous to the Initial Property. The Initial Property and the Additional Property comprise a total of 187.05 +/- acres, and are more fully described on **Exhibit “A”** attached hereto and are hereinafter collectively referred to as the “**Property**”.

C. The Property is located in the Township’s Unified Development Zoning District.

D. A hearing was convened by the Board on November 29, 2001, and further hearings were conducted on the following dates: December 19, 2001, January 10, 2002, January 24, 2002, February 20, 2002, March 13, 2002, April 10, 2002, May 8, 2002, May 22, 2002, June 13, 2002, July 18, 2002, July 25, 2002, August 22, 2002, September 16, 2002, October 23, 2002, December 3, 2002, December 11, 2002, January 7, 2003 and January 14, 2003 (“**Hearings**”).

E. The record was closed on January 14, 2003.

F. The New Garden Township Planning Commission, the New Garden Township Sewer Authority (“**Authority**”), a citizens group known as NGCAOD and various individual residents participated in the Hearings.

G. On April 23, 2003, the Board issued a written decision (“**Decision**”) approving the Application (“**Approval**”). However, the Board imposed ninety-seven (97) conditions

(“**Conditions**”) on the Approval.

H. On May 14, 2003 PREIT/Cornerstone Joint Venture filed an appeal (“**Appeal**”) to the Court of Common Pleas of Chester County (“**Court**”), asserting that seventy-six (76) of the Conditions were improper, unlawful and/or constituted an abuse of the Board’s discretion (“**Contested Conditions**”).

I. On May 23, 2003, the Township intervened in the Appeal. In addition, the Authority and the Pias (the “**Intervenors**”) intervened in the Appeal.

J. Because the Pias no longer have an interest in the Property they have lost their standing to participate in the Appeal; therefore they are not parties to this Agreement.

K. PREIT has proposed to the Board an alternative plan for the development of the Property. The alternative plan is comprised of: (i) a multi-tenant retail center on the portion of the Property that is contiguous to the south side of Route 41 (“**Retail Center**”); (ii) a walkable “town center” on the portion of the Property located to the south and west of the Retail Center (“**Town Center**”); (iii) a Retail Building (convenience store) containing no more than 6,300 square feet plus no more than twelve (12) gasoline or diesel fuel dispensing pumps adjacent to the north side of Route 41 (“**Convenience Store**”); and (iv) an age-restricted residential community on the north side of Route 41 (“**Age-Restricted Community**”). The Retail Center, Town Center and Age-Restricted Community are depicted and/or described on the plan attached hereto, marked as **Exhibit “B”**, prepared by Langan Engineering, dated January 20, 2007, identified thereon as drawing SK-38, and entitled “Concept Plan” (referred to herein as the “**Concept Plan**”). The Concept Plan depicts two (2) alternative layouts for the Town Center, identified as Town Center Options A and B, and also provides a narrative description of a town center, identified as Town Center Option C.

L. PREIT has also submitted to the Board the following additional materials:

(1) A revised aerial concept plan entitled "New Garden Town Center: Concept Plan for Road Improvements" dated 6/29/07 ("**Road Improvement Plan**") prepared by Traffic Planning and Design, Inc. ("TPD"), a copy of which is attached hereto as **Exhibit "C"**. Additionally, attached hereto as Exhibit C-1 is an engineering drawing graphically depicting a temporary relocation of a connecting road between Sharp Road and Sheehan Road. Such temporary improvement/relocation must be installed contemporaneously with the widening and other improvements along Route 41, at which time the Sheehan Road and Sharp Road intersections with Route 41 shall be terminated. The construction of the permanent connection between Sharp Road and Sheehan Road shall be integrated with the site and road improvements for the age-restricted community and shall be substantially completed before the occupancy permit for the first unit in the ARC is issued. PREIT will cooperate with the Township during the PennDOT review and approval process to facilitate closing the eastern section of Sheehan Road. The Township acknowledges that PREIT does not own the entire length of Sheehan Road to be closed and that at least one property owner obtains access to such property from the said eastern section of Sheehan Road. All new road improvements shall be constructed according to PaDOT standards, specifications, and procedures. The Road Improvement Plan conceptually depicts the following improvements to the roads in the vicinity of the Property ("**Proposed Road Improvements**"):

- (a) Widening of Sunny Dell Road.
- (b) Widening of Gap-Newport Pike (Route 41).
- (c) The termination, relocation and extension of Sharp Road.

(d) Installation of a new cul-de-sac at the proposed terminus of Sharp Road.

(e) Termination of Sheehan Road and the installation of a cul-de-sac at the proposed western terminus of Sheehan Road.

(f) Installation of a traffic signal at the intersection of Sunny Dell Road and Route 41.

(g) Installation of a traffic signal at the intersection of the Sharp Road Extension and Route 41.

(h) Installation of a traffic signal at the intersection of Limestone Road and the southerly off-ramp, which provides access from Limestone Road to/from Route 41, provided that the Pennsylvania Department of Transportation (“**PennDOT**”) approves of the installation of the signal.

(i) The construction criteria applicable to Township road improvements are set forth in **Exhibit “P”** attached hereto and made a part hereof.

(j) In addition, the following road improvements shall be constructed by PREIT:

1) Installation of a closed loop traffic signal system via fiber optic interconnection to coordinate the traffic signals to be located at Route 41 and Sunny Dell Road, Route 41 and Sharp Road, and Route 41 and Limestone Road interchange. The conduit and fiber cable shall be extended to the western limit of the reconstruction along Route 41 for future interconnection of Newark Road. Traffic signal construction plans and a system plan will be submitted to the Township for review in

addition to traffic signal permit plans.

2) For the intersection of the Route 41 South ramps with Limestone Road, in the event that traffic volumes are insufficient to satisfy PennDOT traffic signal warrant requirements, PREIT will monitor (at regular time intervals, not more frequently than every two years) the intersection traffic volumes for a period of six (6) years commencing with the issuance of Certificates of Occupancy for eighty (80%) percent of the leaseable space in the Retail Center. The required monitoring will be conducted for the purposes of determining whether traffic volumes satisfy PennDOT traffic signal warrant requirements. If during the said six (6) period the traffic volumes establish compliance with PennDOT signalization warrant requirements, a traffic signal will be installed by PREIT at this intersection.

3) Improvements to Limestone Road consistent with the intent of Exhibit C; provided, however, that PennDOT may require different improvements in conjunction with the Highway Occupancy Permit.

(k) When relocated Sharp Road is constructed as provided in paragraph L. (1) above a sidewalk shall be constructed on one side of the road with a grass buffer beside the shoulder and within the Sharp Road right of way for the purposes of pedestrian and bicycle traffic extending from the sidewalks and the age-restricted community to the signal at Route 41. The foregoing pedestrian/bike facility may be constructed either beside the shoulder or next to the Sharp Road right-of-way line.

In the alternative, PREIT shall have the option of constructing an off-road trail, sufficient for pedestrian and bicycle traffic to facilitate pedestrian and bicycle traffic from the age-restricted community to Route 41.

(2) Architectural renderings prepared by CREATE, Architectural Planning & Design depicting representative appearances of buildings and amenities (similar façade appearances are referred to herein as “**Elevations**”) within the Town Center and Retail Center, which are attached hereto as **Exhibit “D”**, and architectural drawings and elevations for the Wawa, which are attached hereto as **Exhibit “D-1”**.

(3) A Conceptual Landscape Plan (“**Conceptual Landscape Plan**”) dated March 10, 2007, prepared by Seidel Planning & Design, Ltd. depicting, in schematic form, the landscaping treatment proposed within the Town Center and Retail Center, which is attached hereto as **Exhibit “E”**.

(4) A Stormwater Management Report (“**Stormwater Management Report**”) prepared by CVE dated November 21, 2006 revised February 20, 2007, which has been reviewed by the Township’s consultants. As a result of that review, a separate Conceptual Stormwater Management Plan (“**Conceptual Stormwater Management Plan**”) will govern the implementation, design and construction of stormwater-related improvements for the project. A copy of the Conceptual Stormwater Management Plan is attached hereto and incorporated herein as **Exhibit “F”**.

(5) Proposed Design Guidelines dated August 10, 2007 for the Town Center, which set forth the design objectives of the Town Center and establish specific criteria relating to architectural and design features of the Town Center, including, but not limited to, building materials, banners and signage, pedestrian walkways, sidewalks and

crosswalks, landscaping, parking, buffering, screening and lighting, pavilions, gazebos and plazas, and street furniture and amenities (“**Town Center Design Guidelines**”), which are attached hereto as **Exhibit “G”**.

(6) Proposed Design Guidelines dated August 10, 2007 for the Retail Center, which set forth the design objectives of the Retail Center and establish specific criteria relating to architectural and design features of the Town Center, including, but not limited to, building materials, signage, pedestrian walkways, sidewalks and crosswalks, and landscaping, parking and lighting (“**Retail Center Design Guidelines**”), which are attached hereto as **Exhibit “H”**.

(7) The Convenience Store (a Wawa) as referenced hereafter shall comply with design criteria, architectural and elevations generally consistent with elevations and architecture as has been approved by the Township Consultant, Thomas Comitta. The final details of such architecture and elevations have not been completed and the final elevations and architecture shall be subject to the approval of the Township’s Consultant, Thomas Comitta, which approval shall not be unreasonably withheld.

(8) The Lighting Plans for the Retail Center and Town Center shall be generally consistent with the June 19, 2007 communication from C. Stanley Stubbe (incorporated herein by reference); provided, however, that subject to Thomas Comitta’s review and approval, lighting fixtures may be installed as high as thirty (30’) feet, provided that light levels at the property lines are less than 0.5 foot candles. The final details of the Lighting Plans shall be reviewed as part of the Land Development process.

M. The Board and its consultants have reviewed (i) the Concept Plan, (ii) Road Improvement Plan, (iii) Elevations; (iv) Conceptual Landscape Plan, (v) Conceptual Stormwater

Management Plan; (vi) Town Center Design Guidelines; and (vii) Retail Center Design Guidelines (hereinafter collectively referred to as “**Concept Plans and Materials**”) and have determined that the development of the Property in the manner schematically depicted in the Concept Plans and Materials would avoid further litigation and would better serve the public’s interests than the development of the Property in accordance with the Conditional Use Plan. PREIT and the Board have agreed that, subject to the requirements, terms and conditions of this Settlement Agreement and exhibits, and in compliance with the procedures specified herein, PREIT may develop the Property in accordance with (i) the Concept Plans and Materials, (ii) the area, bulk and other dimensional criteria (“**Dimensional Criteria**”) contained in Paragraph N. of the Background to this Agreement; (iii) the Permitted Uses contained in Subparagraph N.(f) to the Background to this Agreement (“**Permitted Uses**”); (iv) the Development Conditions contained in Paragraph 5 of this Agreement (“**Development Conditions**”); and (v) the provisions of this Agreement.

N. The following are the Dimensional Criteria which shall apply to the Proposed Development and which supersede all area, bulk and dimensional requirements of the Unified Development Zone and all other requirements of the Zoning Ordinance, and which shall supersede those provisions of the Township Subdivision and Land Development Ordinance (SALDO) which are inconsistent therewith:

- (1) The Retail Center and Town Center shall be governed by the following regulations:
 - (a) Minimum lot size: 3 acres.
 - (b) Minimum lot width at street line: 150 feet.
 - (c) Minimum lot width at building line: 150 feet.

- (d) Minimum front yard: 75 feet.
- (e) Minimum side yard: 50 feet.
- (f) Minimum rear yard: 50 feet.
- (g) Maximum Building Height: 45 feet, inclusive of mechanical equipment which may be placed on the roof.
- (h) Maximum Building Coverage: 35%.¹
- (i) Maximum Lot Coverage : 65%.
- (j) Signage: Shall be in accordance with the Retail Center Design Guidelines and the Town Center Design Guidelines.

(2) No portion of any structure (including the canopy) on the Convenience Store portion of the project shall be located closer than fifty feet (50') from the ultimate right-of-way line of Sheehan Road and forty (40') feet from the ultimate right-of-way line of Route 41, with no setback from any property line being less than forty (40') feet. The development and construction of the Convenience Store shall not result in a violation of the maximum 65% percent impervious coverage limitation in the Retail Center, Town Center and Convenience Store areas (combined), as currently depicted on the Plans. Development of the portion of the Property with the Convenience Store shall comply with the Township's current Stormwater Management Ordinance, New Garden Township Ordinance No. 165 ("**Storm Water Management Ordinance**").

(3) The Age-Restricted Community shall be governed by the following regulations and representations:

- (a) The number of homes will be no greater than eighty-three (83);

¹ Maximum Building Coverage and Maximum Lot Coverage shall be determined by multiplying the total area of the Property, less the actual, legal rights of way of state or township roads which abut the Property, by the appropriate percentage, i.e. 35% for Maximum Building Coverage and 65% for maximum lot coverage.

their location will be in substantial conformity with the Concept Plan.

(b) The dimensional regulations imposed by Section 1104.3.B through L of the New Garden Township Zoning Ordinance in effect as of the date of this Agreement, provided, however, that the five (5) (+/-) acres of land leased to the title owner of the Hartefeld Golf Course shall be considered as constituting Open Space within the development of the Age-Restricted Community, provided that it is deed-restricted against the construction of residential buildings.

(c) The current Storm Water Management Ordinance (Chapter 165).

O. Access, Parking and Circulation. The following parking and circulation requirements shall govern the Retail Center and Town Center:

(1) Parking spaces may consist of surface parking areas or structured parking in the form of deck, garage or roof parking areas.

(2) On-street parallel parking spaces shall be permitted along Roads located in the Town Center.

(3) A minimum of 4.5 parking spaces shall be provided for each one thousand (1,000) square feet of commercial gross leasable area, or fraction thereof, contained within the Property, regardless of the specific uses contained on the Property.

(4) A minimum of one and one-half (1.5) parking spaces for each residential dwelling unit within the Town Center shall be provided in addition to the parking requirements of ¶O(3) above.

(5) Surface parking spaces and parking spaces located within a parking structure shall be at least nine feet by eighteen feet (9' x 18'). On-street parallel parking spaces shall be at least eight feet (8') by twenty-two feet (22').

(6) Roads located in the Town Center shall have a minimum of two (2) twelve foot (12') travel lanes. On-street parking bays along Roads located in the Town Center shall be a minimum of eight feet wide by twenty-two feet (8' x 22') for each space.

(7) Vertical curbing shall be installed along Roads in the Town Center and within and around parking areas.

(8) Crosswalks, which shall be handicap accessible, shall be provided at each intersection of Roads located in the Town Center as depicted in the Design Guidelines.

(9) The loading and unloading requirements of Section 200-107 of the Zoning Ordinance shall not apply, provided that loading and unloading spaces shall be of sufficient size for the intended use, and screened from view from adjacent properties and public roads.

P. The Retail Center and the Town Center may be used for the following purposes (“Permitted Uses”) and no others:

- (1) Retail store/trade.
- (2) Personal service establishments.
- (3) Eating and/or drinking establishment providing inside and/or outside seating and service. Drive-through service for fast food restaurants is not permitted unless specific relief is granted by the Township in its sole discretion.
- (4) Bakery or confectionary.
- (5) Pharmacy, with or without drive-through service.
- (6) Grocery store or convenience food market.
- (7) Bank or other financial institution including a drive-in banking facility or automated teller facility.

- (8) Health spa, dance or exercise studio.
- (9) Passive open space accessible to the public for public events and passive recreation.
- (10) Professional or business office(s).
- (11) Medical or dental office(s).
- (12) Automobile servicing but excluding (a) fuel dispensing; and (b) automotive body repair. Automobile servicing shall be permitted only in the Retail Center.
- (13) Day care center.
- (14) Post office.
- (15) Library.
- (16) Theater.
- (17) Bowling alley.
- (18) Subject to Paragraph Q. below, dwellings may be located only on the second story of buildings which contain any of the Permitted Uses. Offices may be located on either floor of the Town Center.
- (19) Accessory uses customary and incidental to the permitted uses..
- (20) Any uses which are of the same or similar character as any of the above permitted uses, if approved by the Board.

Q. In the Town Center there shall be not less than seven (7) separate retail uses or stores, and seven (7) separate buildings in a layout substantially similar to those which are presented in the Concept Plan and the Town Center Design Guidelines (**Exhibits "B" and "G"**). No one (1) retail use or building footprint shall exceed 65,000 square feet. There may be two (2)

other retail uses each of which may contain up to 30,000 square feet. All other retail uses shall not exceed 10,000 square feet for each use. The commercial use in the Town Center shall not exceed 250,000 square feet. The maximum footprint of all structures in the Town Center shall not exceed 250,000 square feet. On the second floor areas of the Town Center, there may be a combination of residential and commercial office space of up to 160,000 square feet, provided that the number of residential units shall not exceed 80.

R. Based upon the foregoing, the Board and PREIT have agreed to resolve their disputes with regard to the development of the Property and desire to set forth that agreement in this Settlement Agreement. The Authority joins in this Agreement in order to implement the terms specified herein, as agreed to by the Board.

TERMS

NOW, THEREFORE, in consideration of the facts set forth in the Background to this Agreement, and in consideration of the mutual covenants and agreements contained herein, the parties hereto intending to be legally bound hereby, agree as follows:

1. **INCORPORATION OF BACKGROUND.** The entire Background of this Agreement is incorporated herein and agreed as terms of this Agreement as if fully set forth in the body of this Agreement.
2. **APPROVAL OF THE AGREEMENT.** The Board approved the signing of this Agreement at its public meeting held on June 25, 2007.
3. **COURT APPROVAL.** Within five (5) days after the date of complete execution of this Agreement, the parties hereto shall file with the Court the "Joint Motion For Entry of Agreed Order" which is attached hereto as **Exhibit "I"** requesting that the Court issue an Order in the form attached hereto as **Exhibit "J" ("Order")** approving this Agreement as an Order of

the Court.

4. **AMENDMENT OF CONDITIONAL USE APPROVAL.** The Application is hereby amended by substituting the Concept Plan and Materials for the Conditional Use Plan and associated materials submitted to the Board during the Hearings. The Conditions set forth in the Board's April 22, 2003 Order are hereby stricken. The Concept Plan is understood and acknowledged to be conceptual and not a fully engineered plan. PREIT does not have tenants for all of the commercial, office or retail space depicted on the Concept Plan. Therefore, the size and configuration of the buildings in both the Town Center and the Retail Center may be changed, but the buildings will be in the approximate location as depicted on the Concept Plan. The aggregate size of the buildings will not exceed the limitations set forth in ¶5 of this Agreement. It is also acknowledged that the tenants of the Retail Center and the Town Center will change after initial occupancy and use. Redevelopment and reconfiguration of the Retail Center and the Town Center will occur and will be approved based on the procedure set forth herein.

5. **AGREEMENT GOVERNS DEVELOPMENT.** PREIT and the Board acknowledge that the development depicted in the Concept Plans and Materials are substantially different from the zoning and other development criteria contained in the Township's Zoning Ordinance. PREIT and the Board agree that this Agreement, the Concept Plans and Materials, the Dimensional Criteria and the Development Conditions shall supersede the requirements of the Zoning Ordinance and shall govern all aspects of the development, use occupancy or redevelopment of the Property, and (ii) to the extent that the provisions of the Township's Subdivision and Land Development Ordinance conflict with the terms of this Agreement, the terms of this Agreement shall govern. In lieu thereof the Property shall be

developed in accordance with the Concept Plans and Materials, Dimensional Criteria and the following Development Conditions:

(A) Retail Center Commercial Space. It is specifically agreed that no more than 490,955 square feet of commercial space shall be constructed within the Retail Center.

(B) Town Center Commercial and Residential Space. No more than 250,000 square feet of commercial space, plus combined second-floor residential dwellings (the maximum number of which dwelling units is 80) and office units, may be constructed within the Town Center. Provided however, that: (i) if the Retail Center depicted on the Final Plans (hereinafter defined) contains less than 490,955 square feet of commercial space, the number of square feet of commercial space permitted to be constructed in the Town Center may be increased by the difference between 490,955 square feet and the actual number of square feet of commercial space contained in the Retail Center, provided that such increased commercial space be permitted only on the second floor of the Town Center, thus leaving intact the maximum footprint for all structures in the Town Center at 250,000 square feet; and (ii) if the number of second-floor residential dwelling units depicted on the Final Plans is less than eight (80), then 2,000 square feet of second story office space may be substituted for each second floor dwelling unit less than eighty (80) depicted on the Final Plans

(C) Age-Restricted Community. No more than eighty-three (83) single-family detached dwellings shall be constructed in the Age-Restricted Community. The ownership and occupancy of such dwellings is to be predominately limited to persons fifty-five (55) years of age and older, pursuant to the terms authorized by the Federal Fair

Housing Act, 42 U.S.C. §3607(b)(2). Notwithstanding the foregoing, the Age-Restricted Community shall comply with the zoning and SALDO requirements in existence at the time of the submission of the original Application, subject to the provision set forth herein pertaining to considering the land used by the Hartefeld Golf Course as Open Space.

(D) Exclusion of Certain Structures from Space Calculation. The areas of buildings occupied by the Hayden House and the Barn (both of which are described herein) will not count toward the maximum square footage of commercial space figures set forth immediately above.

(E) Architectural Design. The architectural design of all commercial buildings within the Town Center shall be substantially consistent with the Elevations attached hereto as **Exhibit "D"** and the Design Guidelines (**Exhibits "G" & "H"**), subject to such revisions as are hereafter agreed to by the parties, based on the comments issued by Thomas Comitta Associates, Inc., dated August 2, 2007.

(F) Acquisition of Right-of-Way. PREIT shall use commercially reasonable efforts to acquire all easements and rights-of-way necessary to construct the Proposed Road Improvements depicted on the Road Improvement Plan and provide proof thereof to the Board.² PREIT's initial offer to acquire such real property is to be

² In order to use "commercially reasonable efforts to acquire all easements and rights of way" necessary to construct the Proposed Road Improvements depicted on the Road Improvement Plan PREIT shall be required to take the following actions, and only the following actions:

(1) Cause the preparation of the portion of construction plans for the road improvements depicted on the Road Improvement Plan for the area where the easements and rights of way will have to be acquired ("**Easement Plans**");

(2) From the Easement Plans determine what easements and rights of way will be required to be obtained for PREIT to construct the improvements depicted on the Easement Plans;

(3) Cause the engineer who prepares the Easement Plans to prepare a drawing which accurately depicts each necessary easement and right of way, together with a metes and bounds description of the area encompassed by each necessary easement and right of way ("**Right of Way Drawing**");

consistent with an appraisal or statement of value prepared by a qualified PaDOT approved appraiser and will comply with PaDOT publication #98, "A guide for Local Public Agency Acquisition of Right of Way". In the event that PREIT is unable to acquire such easements and rights-of-way within sixty (60) days of date of first contacting the title owner or agent of such parcel, the Township will acquire such easements and rights-of-way, and PREIT will reimburse the Township for all costs, negotiated purchase price (for which PREIT'S prior approval must be obtained, but which shall not be unreasonably withheld or conditioned), condemnation awards and out-of-pocket costs of obtaining all necessary easements and rights-of-way, including, but not limited to, just compensation, legal fees, appraisal and engineering costs. PREIT will, at its expense, prepare all plans and other supporting information to facilitate the Township's condemnation of right-of-way necessary to complete the off-site improvements.

(G) Substantial Completion of Road Improvements.

1) All Road Improvements in the Retail Center and Town

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- (4) Engage a licensed real estate appraiser to prepare an appraisal of the fair market value of each necessary easement and right of way, as depicted on the appropriate Right of Way Drawing;
 - (5) Provide the owner of each parcel of ground over which a necessary easement or right of way is required written notice of PREIT's intention to purchase the necessary right of way;
 - (6) Present to each such owner a copy of the appraisal for the necessary easement or right of way PREIT intends to purchase from such owner;
 - (7) Present PREIT's offer to purchase the necessary easement or right of way, which offer shall be for an amount which is at least equal to the appraised value of such necessary easement or right of way;
 - (8) Document in writing each negotiation and the results of such negotiation;
 - (9) Provide each owner 30 days to consider the PREIT's offer and to obtain his, her, or its own appraisal;
 - (10) If the owner obtains an appraisal prepared by a licensed real estate appraiser, such appraisal is based upon the same methodology as the PREIT appraisal, and the owner's appraiser determines that the fair market value of the necessary easement or right of way is not greater than 25% more than the fair market value determined by PREIT's appraiser, PREIT shall offer to the owner the amount determined by the owner's appraiser to be the fair market value for the necessary easement or right of way.

Center (i.e., all Road Improvements other than the Sharp Road realignment and associated installation of cul-de-sacs), as depicted on the Road Improvement Plan, or otherwise approved by PennDOT and the Township, shall be substantially complete so that they can be used by vehicular traffic at the time that the Certificate of Occupancy for the first building to be occupied in the Proposed Development is issued. No Certificate of Occupancy shall be issued unless such road construction is substantially completed. All Road Improvements in the Age-Restricted Residential Community (i.e., the Sharp Road realignment and associated installation of cul-de-sacs) will be substantially completed prior to the issuance of a Certificate of Occupancy is issued for the first home to be occupied in the Age-Restricted Community.

2) With respect to both of the obligations identified immediately above, Certificates of Occupancy will be issued if safe and efficient access to the Property is provided, but substantial completion of the pertinent Road Improvements is precluded by factors beyond the control of PREIT, such as protracted litigation pertaining to permitting of the road improvements (other than those providing direct access to the Retail Center and/or the Town Center), delays occasioned by the filing of preliminary objections or other challenges pertaining to condemnation of land necessary for the construction of Road Improvements, or similar circumstances beyond the control of PREIT. Delays occasioned by inclement weather conditions will not be considered a factor beyond the

control of PREIT.

3) Further, the Concept Plan depicts a boulevard entrance to the Town Center from Reynolds Road. Such boulevard entrance from Reynolds Road shall be removed from the Plan. The Township, in its discretion, may at land development require the Developer to install grass pavers and a gate at Reynolds Road solely for the purposes of emergency access.

4) During the preliminary and final plan approval process, PREIT will coordinate with the Transportation Management Association of Chester County with regard to providing bus stops, shelters, or other related facilities on the Property to encourage future transit service and use thereof.

5) Upon agreement of PREIT and the Board, PREIT will incorporate into the preliminary and subdivision/land development plans traffic calming measures to be installed along the limit of the improved section of Sharp Road to discourage high-speed, cut-through traffic.

(H) Sewage generated by the Proposed Development will be treated and disposed of as provided below, subject further to the terms of a separate agreement pertaining to the construction of the SSTP and installation of sewage conveyancing and treatment (“**Sewer Agreement**”) to be hereafter developed, as additional details are developed concerning the SSTP design parameters and requirements for the issuance of appropriate permitting by the Commonwealth of Pennsylvania Department of Environmental Protection (“**DEP**”):

(1) The Authority owns and operates a facility identified as the Shangri La Sanitary Sewage Treatment Plant, a/k/a, the South End Plant, which contains two lagoons, one for treatment and one for storage ("**Lagoons**") and is currently operating at a permitted treatment capacity of 104,000 gallons of sewage per day of sewage ("**gpd**"). PREIT has estimated its sanitary sewage disposal needs for the full development of the Property to be approximately 80,000 gpd. PREIT will design and construct a new mechanical sanitary sewage treatment plant ("**SSTP**"), which will have the capacity to treat 200,000 gpd in order to serve the existing users of the Shangri La facility and to provide sewage treatment for the Property, with the potential (depending upon the terms of DEP approval) that some additional capacity might be available to the Township at no additional cost to the Township..

(2) The plant design must permit expansion so that the SSTP is capable of treating 250,000 gpd, through the future installation of modules or components which enable the then-existing capacity to be utilized without interruption

(3) The detailed terms pertaining to the construction by PREIT and dedication of the SSTP to the Township will provide for reimbursement to PREIT, as provided for in the Pennsylvania Municipality Authorities Act, 53 Pa.C.S.A. §5601, *et seq.*, and specifically including 53 Pa.C.S.A. §5607(d)(31), provided, however, that such reimbursement will only occur if the SSTP treatment capacity is expanded by PREIT in order to exceed 200,000 gpd.

(4) Of the treatment capacity to be made available at the SSTP,

approximately 80,000 gpd will be allocated to PREIT. The new treatment plant will be constructed by PREIT at PREIT's sole expense to serve PREIT's approximate 80,000 gpd needs as well as the Township's existing 104,000 gpd, as well as an additional 16,000 gallons of treatment capacity. .

(5) Because PREIT will be constructing all of the treatment conveyance and disposal capacity required to treat and dispose of all of the sewage to be generated by all components of the Retail Center, Town Center, Age Restricted Community and Convenience Store it shall not be required to pay to the Township or the Authority any tapping fees for the use of any Township or Authority facilities.

Quarterly user fees will be charged beginning with the usage of the SSTP by PREIT, or its tenants, or other occupants of buildings on the Property.

Any additional capacity (estimated to be 16,000 gpd – i.e. 200,000 minus the total of 184,000 gpd for the existing plant treatment capacity and PREIT's estimated treatment requirement) shall be allocated to the Township at no expense to the Township.

(6) The location, type, technology, design and equipment shall be subject to Township and Authority review and approval, which approval shall not be unreasonably withheld, delayed or conditioned, subject to the development of an agreement pertaining to the type of mechanical treatment plant anticipated to be constructed and essential components related and accessory thereto.

(7) PREIT shall be responsible at its sole cost and expense to acquire

title to land or easement(s) for the installation of sewage storage, at PREIT's expense, for the volume of estimated treated sewage effluent to be generated by the uses of the Property ("Lagoon Area"). PREIT will not incorporate the Lagoons (i.e. the Township Lagoons) into its design for storage of the treated or untreated sewage generated by its development, but will provide other areas for such storage of the approximately 80,000 gpd that it expects to generate. The Township/Authority will be responsible to provide the area for storage of the anticipated 16,000 gpd of treatment capacity that will be allocated to the Township by the further provisions of this Agreement.

(8) PREIT shall use commercially reasonable efforts to acquire such Lagoon Area³ and provide proof of such an attempt to the Board. If, after using commercially reasonable efforts to do so, PREIT is unable to acquire the Lagoon Area the Township will acquire such Lagoon Area and PREIT will reimburse the Township for all costs, negotiated purchase price (for which PREIT's prior approval must be obtained but which shall not be unreasonably withheld or conditioned), condemnation awards and out of pocket costs of acquiring the Lagoon Area including, but not limited to just compensation, legal fees, appraisal and engineering costs. PREIT will, at its expense, prepare all plans and other supporting information to facilitate the Township's condemnation of the Lagoon Area.

(9) With respect to disposal of currently existing treated sewage effluent, the Township by and through the Authority, will continue to be

³ In order to use commercially reasonable efforts to acquire such Lagoon Area PREIT shall be required to perform substantially the same tasks provided for in footnote 3 above.

responsible for storage and disposal of 104,000 gpd after completion of the SSTEP. With respect to the disposal of treated sewage effluent generated by improvements to the Property, PREIT has determined that it will be possible to dispose of approximately 95,000 to 125,000 gpd of treated effluent on the land occupied by the Hartefeld Golf Course (which is estimated to be more than adequate to handle the disposal needs of PREIT's approximately 80,000 gpd and the Township's additional 16,000 gpd) all of which disposal requirements shall be completed and paid for by PREIT. Such disposal needs are permitted on the Hartefeld Golf Course pursuant to the terms of a document entitled "*Memorandum of Understanding with Respect to Spray Irrigation in Golf Course and Open Space Lands*" ("**Spray Irrigation Memorandum**"), dated August 10, 1993, and recorded in the Office of the Recorder of Deeds of Chester County at Misc. Bk. 641, page 1529, *et seq.* PREIT has obtained preliminary agreement of the owners of Hartefeld to do so and expects to enter into a formal agreement with such owners. However if PREIT is not able to enter into a formal agreement with the owners of Hartefeld Golf Course the Township will, at PREIT's expense, enforce the terms of the Spray Irrigation Memorandum in order to enable PREIT to utilize the lands currently occupied by the Hartefeld Golf Course for disposal of treated sanitary sewage effluent. In the event disposal capacity is available in excess of 80,000 gpd, such excess up to 16,000 gpd shall be allocable to Township at no cost to the Township. The formal agreement with the owner of the Hartefeld Golf Course for the disposal of treated effluent on the Hartefeld Golf Course shall be subject to approval by the Township Solicitor, which

approval will not be unreasonably withheld, delayed or conditioned.

(10) It is presently anticipated that with the exception of the aforementioned 16,000 gpd of treated effluent that will also be disposed of on the Hartefeld Golf Course, virtually all of the treated effluent that will be disposed of on the Hartefeld Golf Course will be generated by the development of the Property. Therefore PREIT agrees that if it elects to do so, the Authority may isolate the costs associated with the operations of the disposal facility on the Hartefeld Golf Course as a separate sewer district so that such costs are charged to the users of such facilities.

(11) It may hereafter be determined that it is not feasible, cost-effective, or permissible to use land located on the Hartefeld Golf Course to dispose of some or all of the treated sewage effluent generated by the various uses and building on the Property. In this event, the Township will cooperate in PREIT's efforts to obtain any necessary approvals or permits authorizing the disposal of treated sewage effluent, through spray irrigation, sub-surface disposal, or any other methodology approved by DEP on any other land, at PREIT's sole cost and expense and further subject to a separate agreement between the Township and PREIT. It is acknowledged that any alternative method of disposal shall be subject to review and approval of the Township's Engineers, Consultants and DEP, which approval shall not be unreasonably withheld, delayed or conditioned..

(12) Township will take all reasonable and appropriate steps as may be necessary or expeditious in order to facilitate the issuance of required permits and authorization for the construction of the SSTP and disposal of treated sanitary

sewage effluent, including, but not limited to, the adoption of appropriate amendments to the Township Act 537 Plan, as contemplated and required by the Pennsylvania Sewage Facilities Act, 35 P.S. §750.1-750.20(a) (referred to as “Act 537”), the approval of planning modules, and the issuance of such other documentation as may be requested by PREIT.

(13) There is a recently discovered possibility that some or all of the sewage generated by the development of the Property may be able to be treated by the Avondale Plant, to which the Township has certain rights. If such possibility becomes a reality within the time frame required by PREIT, the Township and Township Authority and PREIT shall cooperate to determine the feasibility and cost thereof (it being noted that the force main may be inadequate to convey sewage from the Project). If it is determined that some or all of the sewage generated by the development of the Property is to be conveyed to the Avondale Plant PREIT shall pay the then current tapping fee for use of capacity in the Avondale Plant. It is also anticipated that if some or all of the sewage generated by the development of the Property is conveyed to the Avondale Plant the sewer line located at the Hewlett-Packard Facility located approximately 1200 feet from the Property may or may not be able to be used to convey such sewage .

The Proposed Development will be served by public water.

(I) The 2,910 square foot existing barn located on the Property, between Sheehan Road and Route 41 (“**Barn**”), together with the land in the immediate vicinity thereof, comprised of 3.778 acres (the “**Barn Property**”), as described in **Exhibit “K”** shall remain. A sewage transmission line will be installed by PREIT to the boundary line

of the Barn Property to serve the Barn. PREIT shall, upon completion and substantial occupancy of the Retail Center, offer to dedicate the Barn and Barn Property to the Township. If the Township does not accept dedication of the Barn and Barn Property within three (3) months after it is offered for dedication, the offer of dedication shall automatically terminate and PREIT shall have the right (but not the obligation) to adaptively re-use the Barn as retail or office space or a combination thereof for any purpose permitted herein. In the event that PREIT does not adaptively re-use the Barn as above, it shall perpetually maintain the Barn in good condition. Access to the Barn shall be limited to Sheehan Road. The Barn Property shall continue to be deemed to be open space for purposes of al area and bulk requirements contained in this Agreement.

(J) PREIT shall maintain and use commercially reasonable efforts to adaptively reuse the Hayden House for any of the uses permitted by this Agreement.

The parties' consultants have prepared, and the parties have reviewed, certain cost projections (including design, construction and land or right-of-way acquisition costs) pertaining to three (3) separate off-site roadway intersections, as well as a calculation of the percentage of traffic projected to be generated by the uses depicted on the Concept Plan. Based thereon, PREIT shall pay a proportionate contribution to the cost of offsite road improvements in the amount of \$376,564 at or prior to the issuance of the first Certificate of Occupancy for the Retail Center; provided however, that if PREIT is required by PennDOT to construct the improvements at one or more of these three off-site intersections as a condition of the issuance of a highway occupancy permit, the amount expended by PREIT to design, permit, construct and obtain approval of such

improvements shall be credited against the said \$376,564.00.⁴ In addition, PREIT shall, at the time of Final Plan Approval and prior to the execution and delivery of Plans to PREIT, pay to the Township the sum of \$200,000.00, which may be used by the Township at its sole discretion for municipal purposes. In connection with the road work to be completed by PREIT, it is agreed that the road beds of portions of Sharp Road and Sheehan Road, which are to be abandoned in connection with construction of the new cul-de-sac road, shall be removed and restored to grass.

(K) PREIT has submitted to the Township a complete and accurate copy of its Phase I and Phase II Environmental Assessment Reports for the Property. No additional environmental site assessment will be required. In the event any environmental contamination is discovered during construction, PREIT shall immediately implement all measures necessary to remediate and prevent off-site discharge.

(L) PREIT shall request in writing, prior to any earthmoving activities, from all property owners with on-site wells within one thousand feet (1,000') of its Property on the south side of Route 41, the right to conduct water sampling of all wells to establish a base line for the quality and potability of such water. Samples shall include testing for potential contaminants as set forth on **Exhibit "L"**. Copies of test results shall be provided to the properties and Township prior to commencement of work. Upon final plan approval and prior to recording of same, PREIT shall enter into a Well Guarantee Agreement with the Township, a copy of which is attached hereto and incorporated herein as **Exhibit "M"**.

(M) All buildings within the Town Center and Retail Center shall have

⁴ The parties acknowledge that at a pre-HOP application meeting at PennDOT to discuss the Road Improvements PennDOT's permits manager stated that as a condition to issuing the required HOP, PennDOT will demand assurance from the Township that the said \$376,564.00 will be used to improve the area road network.

sprinkler fire protection systems, pursuant to applicable codes and regulations.

(N) Fire hydrants shall be installed within the commercial portions of the Proposed Development, at locations not more than seven hundred feet (700') apart. All fire lanes relating to commercial portions of the Proposed Development shall be appropriately painted, and proper signage shall be installed and subject to Fire Company approval.

(O) All HVAC and compressor type equipment shall be enclosed or screened, but may be placed on roof tops where they will not be required to be enclosed or screened; provided, however, that they must not be visible from public roads or surrounding properties, including the Hartefeld residential development.

(P) All trash containers shall be screened in six foot (6') high, three-sided masonry or wood enclosures, to match the architecture of the Proposed Development, and shall be located in the rear of the buildings. Trash collection shall occur only between 7:00 a.m. and 9:00 p.m.

(Q) PREIT shall design all stormwater management facilities in accordance with the Conceptual Stormwater Management Plan attached hereto and incorporated herein as **Exhibit "F"**. PREIT, its successors or assigns, shall execute a Stormwater Management/Access Agreement with the Township, a copy of which is attached hereto and incorporated herein as **Exhibit "N"**, the terms of which shall require annual inspection and report by PREIT of the condition of all stormwater management facilities.

(R) If permitted by DEP and the Army Corps of Engineers, encroachment into wetlands shall be permitted but only to the extent necessary to permit the development of the Property in accordance with the Concept Plans.

(S) As reflected on the Concept Plans and materials, the areas devoted to stormwater basins will not be considered impervious coverage.

(T) Construction of improvements or disturbance of areas of steep slopes shall be permitted to the extent necessary to permit the development of the Property in accordance with the Concept Plans.

(U) Outdoor retail sale of garden goods or related product shall not be permitted in the parking area.

(V) PREIT shall provide reasonable security services for the Town Center and Retail Center during regular business hours. Such reasonable security services shall commence no later than the date on which 50% of the total square footage of the Retail Center and Town Center is occupied.

6. **PREPARATION OF PRELIMINARY PLANS.** Within one hundred and twenty (120) days after the issuance of the Order, PREIT shall cause CVE to prepare preliminary plans for the development of the Retail Center on the Property, and subdivision of the Property (such plans individually and collectively referred to herein as the “**Preliminary Plans**”) to the Board and Township Engineer in accordance with this Settlement Agreement.

(A) The Preliminary Plans shall depict (i) the subdivision and development of the portion of the Property to be developed for the Retail Center and the Age-Restricted Community in accordance with this Settlement Agreement and the layout depicted on the Concept Plans and Materials, (ii) the subdivision and development of the portion of the Property to be developed for the Town Center in accordance with (a) the layout of Town Center Option A, (b) the layout of Town Center Option B or (c) the narrative description set forth as Town Center Option C (collectively, the “**Layout**”); (iii) this Settlement

Agreement and all other portions of the Concept Plans and Materials; (iv) the Dimensional Criteria, (v) the Development Conditions and (vi) the applicable provisions of the SALDO (“**Applicable SALDO Requirements**”). For purposes of this Agreement the term “Applicable SALDO Requirements” shall mean the provisions of the SALDO, unless (vii) a provision or provisions of the SALDO is (are) replaced with an alternative(s) chosen by CVE which provide(s) a solution to the issue addressed by the replaced SALDO provision(s) which solution(s) is (are) equal or better than the solution intended by the replaced SALDO provision(s), or (viii) the SALDO provision(s) that is (are) deviated from causes an undue hardship. (The Concept Plans and Materials, Dimensional Criteria, Development Conditions, and the Applicable SALDO Regulations are sometimes hereinafter collectively referred to as the “**Standards**”). The Board acknowledges that it is virtually impossible at this stage of the design of the subdivision and development of the Property to identify every provision of the SALDO with which it is not practical for the Preliminary Plans to comply. Accordingly, the Board has agreed that if the Preliminary Plans depict the subdivision and development of the Property in accordance with the Standards, the Board will approve the Preliminary Plans even though they do not comply with every provision of the SALDO.

(B) If the Preliminary Plans depict the subdivision and development of the Property in accordance with the Standards, the Board will approve the Preliminary Plans even though they do not comply with every provision of the SALDO. The parties have identified the following SALDO provisions for which waivers are hereby approved for the Town Center and Retail Center only:

Section 613.2.B.1 as to the construction of common private driveways (The plans to be hereafter developed and approved may

depict the installation and use of a common driveway serving more than two 2) “lots or units”;

Section 614.2.B.2. as to 25% maximum slope disturbance;

Section 614.4.D.1. as to stormwater management methodology (The requirements of which are satisfied by Exhibit F, the approved Conceptual Stormwater Management Plan);

Section 618.3.B.2. as to landscaped islands;

Section 618.3.B.3. as to parking planting strips;

Section 625.1.C. as to total open space percentages;

Section 625.1.D. as to use of stormwater management facilities as open space;

Section 625.1.E. as to the dimensional criteria for open space;

Section 625.2.C. as to total open space criteria;

Section 625.2.D. as to stormwater facilities as open space; and

Section 625.2.E. as to the dimensional criteria for open space.

(C) In the event that a dispute arises as to: (i) whether an alternative chosen by CVE provides a solution to the issue addressed by the replaced SALDO provision which is equal to, or better than the solution intended by the replaced SALDO provision, or (ii) whether the SALDO provision that CVE intends to deviate from causes an undue hardship, PREIT and the Township shall jointly request Theodore Gacomis, P.E. (“**Independent Engineer**”), or another mutually agreed upon engineer, to resolve such dispute by rendering a written Decision with regard to such dispute. Each party to such dispute shall present to the Independent Engineer such information as it may choose. The Independent Engineer’s decision shall be final and binding on all parties. The Independent Engineer shall be paid his/her regular hourly rate for the time he/she spends with regard to the dispute and such fees shall be paid entirely by PREIT.

7. **REVIEW OF PRELIMINARY PLANS.** Within ten (10) days after receipt of Preliminary Plans, the Township Engineer shall issue written notification to PREIT and its engineer indicating whether the submission is considered administratively complete. Within sixty (60) days of receipt of administratively complete Preliminary Plans the Township Engineer shall issue a report (“**Township Engineer’s Report**”),

(A) stating whether he/she believes that the Preliminary Plans have been prepared in accordance with this Settlement Agreement and with the Standards; and

(B) specifying which, if any, of the aspects of the Preliminary Plans deviate from the Standards, and such Standard must be identified.

8. **PRELIMINARY PLAN APPROVAL.**

(A) **Approval without Modification.** If the Township Engineer’s Report indicates that the preliminary plan complies with the Standards, the Board shall approve the Preliminary Plans within forty-five (45) days after issuance thereof. If other agency approvals have not been received, the plans must be approved conditionally.

(B) **Disputes with regard to Preliminary Plans.** If the Township Engineer’s Report indicates that the Preliminary Plan does not comply with the standards, CVE and the Township Engineer will attempt to agree on the method to redesign that aspect(s) of the Preliminary Plans which contain the objected to deviation from the Standards. Thereafter, CVE shall implement the agreed upon changes, resubmit the Preliminary Plans as so revised, and the procedures set forth in Paragraph 7 and 8 shall be recommenced. If the Township Engineer and CVE do not resolve the controversy with regard to any of the said deviations from the Standards within thirty (30) days of receipt by PREIT of the Township Engineer’s Report, either party may submit the controversy to the Independent Engineer pursuant to the procedure set forth in

Paragraph 3.C above. If the Independent Engineer determines that deviations from the Standards exist, PREIT shall cause the Preliminary Plans to be revised to eliminate the deviation from the Standards and shall resubmit such further revisions for review by the Township Engineer. The Township Engineer shall review the said revisions to determine whether the deviation from the Standards has been eliminated. If the Township Engineer determines that the deviations have been corrected, he/she shall promptly issue a written report (“**Township Engineer’s Supplemental Report**”) indicating such approval, and the Board shall approve the Preliminary Plans within thirty (30) days after the receipt of the Township Engineer's Report.

9. **FINAL PLAN APPROVAL.**

(A) **Other Permits.** Promptly after approval of the Preliminary Plans, PREIT intends to take the action necessary to obtain all of the permits, approvals, waivers and agreements required to be obtained by it from governmental agencies and public and municipal authorities, other than the Township and those entities controlled by or appointed by the Board, which have jurisdiction over the development of the Retail Center on the Property (hereinafter referred to as the “**Agency Permits**”). The Township will not object to any application for an Agency Permit which is substantially consistent with the approved Preliminary Plans. PREIT will notify the Township Manager and such engineering or other consultant as is considered appropriate of any pre-application or technical review meetings to be conducted by government agencies pertaining to any applications for Agency Permits. If Agency Permit(s) are inconsistent with the Preliminary Plans, they shall be identified by PREIT’s engineer as changes to the Final Plans. Within forty-five (45) days after receipt of by the Township of properly prepared and substantially correct sewer planning modules, highway occupancy permits, traffic

signal permit applications and any similar or dissimilar applications which require the approval or consent of the Township in order for PennDOT, the Pennsylvania Department of Environmental Protection, the Chester County Soil Conservation Service or any other agency to act, the Board or such other appropriate Township official shall approve such applications, provided that such plans and applications are consistent with the terms of this Settlement Agreement. When PREIT obtains all of the Agency Permits, it shall deliver copies thereof to the Township. At the same time, PREIT shall cause CVE to add to the Preliminary Plans revisions agreed upon during the reviews and those additional categories of items that are necessary to convert the Preliminary Plans to Final Plans (“**Final Plans**”). After the Preliminary Plans are converted into the Final Plans, copies thereof shall be delivered to the Township and the Township Engineer. Within thirty (30) days after receipt, the Township Engineer shall determine whether the Preliminary Plans have been properly converted into the Final Plans and shall issue his written report regarding such review. When PREIT elects to proceed with the construction of the Town Center Age Restricted Community and/or the Convenience Store the same procedure shall be implemented.

(B) **Approval and Recording of Final Plans.** Within sixty (60) days after receipt of all Agency Permits and the properly prepared Final Plans, the Board shall approve the Final Plans and shall deliver to PREIT a letter confirming the approval. At least ten (10) days prior to the Public Meeting at which the Final Plans are to be approved by the Board, PREIT shall deliver to the Township four (4) copies of those sheets of the Final Plans which are to be recorded. Such sheets shall have been appropriately signed by PREIT and its Engineers. Immediately thereafter, the Township Manager shall cause

the Township Engineer and the representatives of the Township Planning Commission to sign the Final Plans and at the Public Meeting at which the Final Plans are approved by the Board, the Board shall cause the Final Plans to be appropriately signed by the appropriate members of the Board. Thereafter, the Final Plans shall be delivered to the Township Solicitor, for the purpose of recording in the Office of the Recorder of Deeds of Chester County at the time that financial security is posted as described below.

(C) **Submittal of Plans.** All Plans and submissions shall be made and submitted by paper as well as electronically. Additionally, all Preliminary Plans and Final Plans may be submitted so as to authorize development of the Property in phases; provided such phasing is approved by the Township as part of the Land Development process, which approval shall not be unreasonably withheld, delayed or conditioned.

(D) **Execution of Improvement Agreement, Delivery of Financial Security and Payment of Fees by PREIT.** At such time as PREIT desires to commence the construction of any of the improvements depicted on the Final Plans, PREIT shall (a) sign an Improvement Agreement in a form to be agreed upon by the Township Solicitor and PREIT's counsel, (b) return two (2) fully signed copies thereof to the Township Solicitor, and (c) deliver financial security (hereinafter referred to as the "Security") to the Township in the form permitted by Section 509 of the MPC. The Improvement Agreement shall incorporate the Road and Street Design and Construction Criteria as set forth in **Exhibit "O"**, a copy of which is attached hereto and incorporated herein, and the As-Built Plan Requirements as set forth on **Exhibit "P"**, a copy of which is attached hereto and incorporated herein. The Financial Security to be posted shall include not only those improvements that are intended to be dedicated to the Township or other

governmental entity but also other improvements customarily required to be escrowed or secured by the Township, including, but not limited to, stormwater management facilities, sanitary sewers, and all appurtenances related thereto, landscaping, lighting, internal roads and parking areas not intended to be dedicated, etc. Upon delivery of the Improvement Agreement and required Security, the Township Solicitor shall cause the signed copies of the Final Plans to be immediately recorded in the Office of the Recorder of Deeds of Chester County, and shall immediately deliver the receipt evidencing such filing to PREIT (hereinafter referred to as the “**Receipts**”). PREIT shall have the right to construct the Proposed Development in separate phases conditioned upon Township and Chester County Conservation District approval of the phasing plans prior to recording by PREIT; Township approval shall not be unreasonably withheld, delayed or conditioned. Only those Township approved Final Plans for which Financial Security has been posted (or for which all public improvements for a given phase or development have been completed) may be released for recording.

Notwithstanding the foregoing, PREIT shall have the right, in accordance with Section 509 of the Pennsylvania Municipalities Planning Code, 53 Pa.St. §10509, to commence improvements shown on the Plan after Preliminary Plan Approval, the receipt of an NPDES Permit, and may commence or complete some or all of those improvements as shown on the Plan prior to release of Final Plan Approval. Any improvements not completed at the time that PREIT desires to record the Final Plan Approval, shall require the appropriate Financial Security Agreement (“**Improvement Agreement**”) as provided in this Agreement and the Municipalities Planning Code.

10. **TOWNSHIP COOPERATION WITH PERMITTING AND RESERVING**

SEWAGE TREATMENT CAPACITY.

(A) **Township Cooperation With Permitting And Reserving Sewage Treatment Capacity.** The Board and the New Garden Township Sewer Authority (which joins in this Settlement Agreement solely for the purpose of acknowledging its intent to implement such terms hereof which are within its proper jurisdiction) shall cooperate fully and in good faith with PREIT in securing DEP approval of a planning module(s) (in multiple applications, if required) and in reserving capacity at such sewage treatment plants as may be required in order to provide sanitary sewage treatment capacity for the Proposed Development; provided, and condition that such modules and submissions are approved by the Township Sewer Consultants, which approvals shall not be unreasonably withheld, delayed or conditioned.

(B) **Planning Modules For Land Development.** PREIT shall have the right to submit "Planning Modules for Land Development" ("Planning Modules") to Township Engineer and Township Sewer Consultant, Spencer Andress, at any time after the complete execution of this Agreement. Within forty-five (45) days after receipt the Township Engineer and Township Sewer Consultant shall (i) review the Planning Modules for compliance with the applicable Township regulations and this Agreement, and (ii) deliver to PREIT written comments pertaining to the Planning Modules. If the Planning Modules are properly prepared, the Township Engineer and Township Sewer Consultant shall confirm the proper preparation of the Planning Modules, in writing, to the Board and to PREIT. If it is Township Engineer's and/or Consultant's opinion that the Planning Modules have not been properly prepared, the Township Engineer and CVE shall have ten (10) days from the date that the Township Engineer issues her opinion that

the Planning Modules have not been properly prepared to resolve their differences with regard to the content of the Planning Modules. If the Township Engineer and CVE are not able to resolve their dispute within the said ten-day period such unresolved controversy shall be referred to the Independent Engineer for resolution. Within ten (10) days after the end of the said ten-day period each party to such dispute shall present to Independent Engineer such information as it may choose. The Independent Engineer's decision shall be in writing, made within ten (10) days after receipt of such information, and shall be final and binding on all parties. The Independent Engineer shall be paid his/her regular hourly rate for the time he/she spends with regard to the dispute and such fees shall be borne equally by the Township and PREIT. Upon resolution of such differences, Township Engineer shall confirm to the Board and PREIT, in writing, that the Planning Modules have been properly prepared. Within ten (10) days after the next regularly scheduled Board Meeting after receipt by the Board of confirmation, the Board shall approve the Planning Modules and transmit them to DEP for its review and approval. The Township shall cooperate with PREIT in the processing of the Planning Modules by DEP and the Board will not interfere in any manner in PREIT's efforts to obtain DEP's approval of the Planning Modules.

11. **BUILDING PERMITS.** Notwithstanding any provision contained in any township ordinance, rule, regulation or custom, at any time after the Final Plans have been submitted, PREIT may submit building plans and the appropriate building permit application to the Township for review and approval. Such plans shall be reviewed within twenty (20) days after the date of submission and the appropriate Township official shall issue a written report to regarding his/her comments about the building plans. PREIT may thereafter submit and

resubmit revisions to the building plans until such time as the then current version of the building plans satisfy all of the objections of the Township Code Enforcement Officer. When the building plans are in a form upon which a building permit could be issued, the Township Code Enforcement Officer shall indicate in writing to PREIT that a building permit will be issued, within ten (10) days after submission of a completed application and payment of the building permit fee, subsequent to the recording of the approved Final Plans. Any tenant, grantee or other party lawfully authorized to utilize a portion of the Property may submit an application for the issuance of a building permit, a Certificate of Occupancy, or any other municipal authorizations as may be required in order to construct, use or occupy a building.

12. **ADDITIONAL ACTIONS.** The Township, the Board, its Township Manager, its Zoning Officer, Code Enforcement Officer and all other Township consultants, representatives and employees shall take all such actions with regard to the Preliminary Plans, the Final Plans, the Building Plans and any other aspect of the Proposed Development as are necessary and reasonable to facilitate the prompt review of the plans in accordance with this Agreement.

13. **MISCELLANEOUS.**

(A) **Release of Restrictive Easement.** The Board acknowledges that two separate agreements were previously entered into pertaining to a 420 acre tract of land, of which the Property is a part. The first agreement is the Spray Irrigation Memorandum. The second agreement is entitled "*Declaration of Land Development Covenants*", also dated August 10, 1993, and recorded in the Office of the Recorder of Deeds of Chester County at Misc. Bk. 641, page 1541, *et seq.* These agreements were developed in the course of Township approval of a subdivision and land development of a portion of the

original 420 acre tract currently occupied and used as Hartefeld Golf Course and residential development known as "Hartefeld". The Township is the sole beneficiary of both such agreements. The Board shall execute and release for recording a document by which both agreements will be modified so that the restrictive terms thereof do not apply to the Property, or that the development of the Property, as provided herein, is specifically authorized.

(B) **Fees.** With the exception of (i) tapping fees to be paid by PREIT if some or all of the sewage generated by the Property is conveyed to the Avondale Plant, as contemplated by this Agreement, (ii) invoices generated by the Township Solicitor and engineering, land planning and/or permitting consultants (including George Brutscher, Esq., GTS Engineering, Government Specialists, Inc., Thomas Comitta, and McMahon Associates, but not including any other consultant or lawyer) relating to the review of plans and the negotiation and development of this Settlement Agreement (which fees shall be reimbursed by PREIT to the Township as follows: (1) fifty percent (50%) thereof upon presentation of invoices to PREIT; and (2) the reimbursement of the remaining fifty percent (50%) at the time of issuance of final plan approval); (iii) invoices submitted by the Township Engineer (or the Township for services by independent contractors of the Township) for plan reviews and construction inspections of improvements to be constructed pursuant to this Agreement; (iv) invoices submitted by Township Solicitor and consultants including, but not limited to, McMahon Associates, GTS, Thomas Comitta; and (v) the Township's then applicable fee(s) for the review and issuance of building permits, inspections, and use and occupancy permits, except as specifically provided in this Agreement, no other fee, cost, expense, etc. shall be imposed upon

PREIT in connection with any aspect of the submission, review or approval of the Preliminary Plans, Final Plans, building permits, use and occupancy permits, or any other plans or applications submitted in connection with the development of the Property in accordance with this Agreement. Without limiting the exclusions set forth herein, PREIT will not be required to pay for any fees or expenses pertaining to the Application, the conditional use hearings or the Decision pertaining to thereto. It is further understood that future professional consultant expenses are to be in accordance with the standard municipal hourly rate for such consultant with itemized billings detailing time, date, place and nature of services provided, and that the number of consultants attending future meetings will be limited to no more than two, unless PREIT consents to attendance by additional personnel, which consent is not to be unreasonably withheld.

(C) Notwithstanding the foregoing, PREIT shall pay a fee in lieu of land dedication for recreation equal to One Thousand Dollars (\$1,000.00) for each residential unit in the age-restricted community on the north side of Route 41. Each payment shall be made prior to the issuance of a Use and Occupancy Permit for such residence.

(D) PREIT expressly acknowledges that one of the major inducements to the Township in entering into this Settlement Agreement is PREIT's guarantee that the Town Center will be constructed generally in accordance with the Concept Plans. Upon commencement of development of the Town Center, all public improvements and other common amenities shall be completed within two (2) years from the date that development agreements are executed for the Town Center. No other use of any kind shall be permitted in the area set forth as the Town Center other than the Town Center, and until such time as the Town Center is constructed, such area must remain Open

Green Space. Such Open Green Space shall be either maintained as grass or utilized for agricultural purposes for production of hay. Such requirement that the Town Center area remain as Open Space shall be set forth in a Declaration of Restriction to be executed by PREIT and recorded at the Recorder of Deeds of Chester County, Pennsylvania, which restrictions are for the sole use and benefit of the Township and which restrictions shall be released by the Township at such time as PREIT, or its successor, proceeds with the development of Town Center.

(E) The procedures and time periods pertaining to the review and approval of the Preliminary Plans and Final Plans for the Retail Center shall govern the review, approval, securitization and recording of plans pertaining to the Convenience Store, Town Center, and Age-Restricted Community, provided that preliminary and final development (and/or subdivision) plans for the Convenience Store, Town Center, and Age-Restricted Community are to be submitted within the time period specified in ¶14. It is acknowledged that this Settlement Agreement is binding upon the parties, their heirs, successors, administrators and assigns, and, accordingly, PREIT, for itself, its successors and assigns, irrevocably agrees and commits that the Town Center will be constructed in accordance with the Concept Plans and Materials, and this Settlement Agreement.

14. **VESTED RIGHTS**. The five-year period provided for under Section 508(4)(ii) of the Municipalities Planning Code shall commence with regard to the Property when the Preliminary Plans are approved by the Board. However the vested rights period is agreed to be extended to ten (10) years, by mutual agreement of the parties.

15. **BINDING EFFECT**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors, administrators and

assigns.

16. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this Agreement shall be effective against either party unless that party shall have consented thereto in writing. Legal counsel for the Board and PREIT have jointly drafted this Agreement; therefore its provisions will not be construed in favor or against the interests of either party.

17. **ASSIGNMENT.** The Board recognizes that PREIT intends to convey the portion of the Property on which the Age-Restricted Community will be constructed to a home builder and that such homebuilder will be solely responsible to supply the Financial Security required in connection with the development of the Age-Restricted Community. Therefore, upon delivery to the Township of the Development Agreement and Financial Security for the Age-Restricted Community PREIT shall be automatically released from any further liability or obligation in connection with the development of the Age-Restricted Community

18. **GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

19. **NOTICES.** All notices or other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be sent by certified mail, postage prepaid or by private carrier guarantying next day delivery, addressed as follows:

(A) If to PREIT, addressed as follows:

Christopher Mrozinski
PREIT
The Bellevue
200 South Broad Street

Philadelphia, PA 19102

With a copy to:

Marc B. Kaplin, Esquire
John J. Mahoney, Esquire
Kaplin Stewart Meloff Reiter & Stein
910 Harvest Drive
P. O. Box 3037
Blue Bell, PA 19422

(B) If to Township, addressed as follows:

New Garden Township
Attention: Township Manager
299 Starr Road
Landenberg, PA 19350

With a copy to:

George A. Brutscher
Brutscher, Foley, Milliner & Land, LLP
213 East State Street
Kennett Square, PA 19348

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

WITNESS: ~~PR New Garden/CHESCO Limited Partnership and L.P.~~
By: _____

WITNESS: PR New Garden Limited Partnership
By: _____

WITNESS: New Garden Township

Kathy Parker

By: *Robert Bennett*

By: *Paul Shing*

By: *NS All*

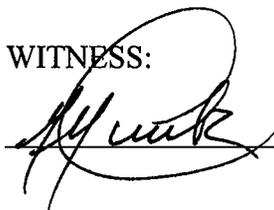
By: *Barclay Hoopes*

By: *James M. Keel*

PR NEW GARDEN/CHESCO LIMITED PARTNERSHIP

By: PR New Garden/Chesco LLC, its sole general partner
By: PREIT Services, LLC, its non-member manager
By: PREIT Associates, L.P., its sole member
By: Pennsylvania Real Estate Investment Trust,
its general partner

WITNESS:



By: 

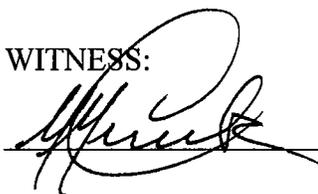
Print: Douglas Grayson

Title: Executive Vice President

PR NEW GARDEN, L.P.

By: PR New Garden LLC, its sole general partner
By: PREIT Associates LP, its sole member
By: Pennsylvania Real Estate Investment Trust,
its general partner

WITNESS:



By: 

Print: Douglas Grayson

Title: Executive Vice President

KAPLIN STEWART MELOFF REITER & STEIN, P.C.

**By: Marc B. Kaplin, Esquire
John J. Mahoney, Esquire
Attorney ID Nos. 04465, 32946
Union Meeting Corporate Center
910 Harvest Drive, P.O. Box 3037
Blue Bell, PA 19422
610-260-6000**

Attorneys for Appellants

**IN RE: APPEAL OF PREIT/CORNERSTONE
JOINT VENTURE**

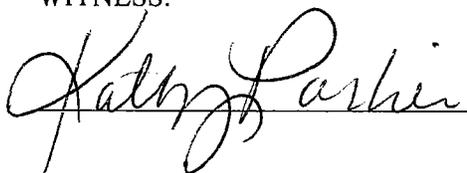
**: COURT OF COMMON PLEAS
: CHESTER COUNTY
:
: No. 03-03903
: LAND USE APPEAL**

**JOINDER OF NEW GARDEN TOWNSHIP SEWER AUTHORITY
IN SETTLEMENT AGREEMENT**

TO THE HONORABLE JUDGES OF THE COURT OF COMMON PLEAS:

The New Garden Township Sewer Authority joins in the Settlement Agreement which has been entered into between PR New Garden Limited Partnership and PR New Garden Limited Partnership (collectively "PREIT") and the Board of Supervisors ("Board") of New Garden Township, Chester County, Pennsylvania ("Township"), and hereby acknowledges that it will implement the terms thereof, as agreed to by the Board, and further agrees that the Settlement Agreement may be incorporated by reference into a Court Order, and enforced as an order of Court.

WITNESS:



New Garden Sewer Authority

By: 

EXHIBITS

[*Pagination to be updated/finalized, in execution copies of Agreement*]

Exhibit A	Metes and bounds description and/or survey of lands comprising Initial Property and Additional Property (p. 2)
Exhibit B	Concept Plans (drawing SK-38) (p. 3, 13)
Exhibit C	Road Improvement Plan (P. 4)
Exhibit D	Architectural Renderings and Elevations (p. 7, 17)
Exhibit D-1	Architectural Renderings and Elevation for Convenience Store (p. 7)
Exhibit E	Conceptual Landscape Plan (p. 7)
Exhibit F	Conceptual Stormwater Management Plan (p. 7, 27)
Exhibit G	Town Center Design Guidelines (p. 8, 13, 17)
Exhibit H	Retail Center Design Guidelines (p.8, 17)
Exhibit I	Joint Motion for Entry of Agreed Order (p. 14)
Exhibit J	Form of Order approving and incorporating terms of Stipulation (p. 14)
Exhibit K	Metes and bounds description and/or survey of lands comprising the Barn Property (p. 25)
Exhibit L	List of potential well contaminants (p. 26)
Exhibit M	Well Guarantee Agreement (p. 27)
Exhibit N	Stormwater Management/Access Agreement (p. 28)
Exhibit O	Road and Street Design and Construction Criteria (p. 5, 35)
Exhibit P	Stormwater Management As-Built Plan Requirements (p. 35)

NOV 21 2007

PREIT/CORNERSTONE JOINT : IN THE COURT OF COMMON PLEAS
VENTURE, Appellant :

VS. : CHESTER COUNTY, PENNSYLVANIA

BOARD OF SUPERVISORS OF :
NEW GARDEN TOWNSHIP :
Appellee :

AND : NUMBER 03-03903

M & J MUSHROOMS, LP, et al. :
Intervenors : LAND USE APPEAL

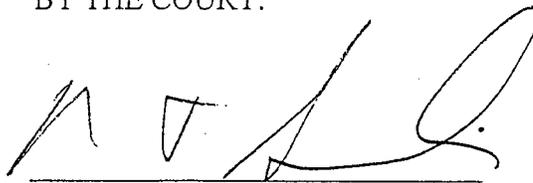
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OFFICE OF THE
PROTHONOTARY
CHESTER CO. PA.

Marc B. Kaplin, Esquire, Attorney for Appellant
George A. Brutscher, Esquire, Attorney for Appellee
Anthony W. D'Onofrio, Esquire, Attorney for Intervenor Sewer Authority
Mary Ann Rossi, Esquire, Attorney for other Intervenors

ORDER

AND NOW, this 16th day of November, 2007, upon consideration of the joint motion for entry of agreed order, it is hereby ORDERED that the motion is GRANTED. The terms of the settlement agreement, including the exhibits appended thereto, filed with this court on October 22, 2007, are hereby approved and incorporated herein and entered as an order of this Court. The Court retains jurisdiction of this matter for enforcement purposes only. Appellant shall give notice of this order to Scudder G. Stevens, P.A. and also directly to the persons named in the attachment to the Notice of Intervention filed June 4, 2003, by Anthony R. Summa.

BY THE COURT:


J.

**FIRST AMENDMENT TO THE SEPTEMBER 10, 2007 SETTLEMENT AGREEMENT
BETWEEN PREIT AND NEW GARDEN TOWNSHIP**

This First Amendment ("Amendment") to clarify certain provisions of the September 10, 2007 Settlement Agreement between PREIT and New Garden Township, in the matter of IN RE: APPEAL OF PREIT/CORNERSTONE JOINT VENTURE, Chester County Court of Common Pleas, Pennsylvania, No. 03-03903 ("Settlement Agreement") is made and effective this 31 day of May, 2011, by **PR New Garden Limited Partnership/PR New Garden/Chesco Limited Partnership and PR New Garden Residential Limited Partnership** (collectively "PREIT") and **The Board of Supervisors of New Garden Township, Chester County, Pennsylvania** ("Township").

Background

Whereas, by a "Settlement Agreement" dated September 10, 2007, PREIT and the Township settled the land use appeal filed by PREIT in the Court of Common Pleas of Chester County, Pennsylvania known as IN RE: Appeal of PREIT/Cornerstone Joint Venture, Docket No. 03-03903 (hereinafter "Settlement Agreement"); and

Whereas, the Settlement Agreement settled an appeal of a conditional use approval issued by the Township for a land development project ("PREIT Project") on certain specified properties owned by PREIT in New Garden Township ("PREIT Property"); in addition to settling the appeal, the Settlement Agreement defined specific details and criteria for the PREIT Project; and

Whereas, disagreements and/or discussions between the parties have arisen regarding certain provisions of the Settlement Agreement, which require clarification of the same by the parties. Specifically, the parties seek clarification and agreement of the following items:

(a) The timing of payment from PREIT to the Township of the Two Hundred Thousand Dollars (\$200,000.00) sum identified in paragraph 5(j) of the Settlement Agreement;

(b) Timing of the start and completion of the stream channel stabilization work identified in Exhibit "F" of the Settlement Agreement; and

(c) The ability to continue to use a portion of the "Town Center" parcel of the PREIT Property ("Town Center Parcel") which is specifically designated under the terms of the Settlement Agreement (see Section 13.D) to remain open green space, as mushroom growing houses (six (6) doubles); and

Whereas, PREIT has also requested that the parties amend the Settlement Agreement to establish a regular procedure for administrative and ministerial approval of certain revisions and/or amendments to the Retail Center and Town Center site plan layout and buildings as depicted on the concept plan approved under the Settlement Agreement, and the Phase I Final Plan to:

(1) Modify the footprints and/or locations of the proposed building;

(2) Re-allocate the approved total square footage among the various buildings and sections of buildings within the Retail Center and Town Center; and/or

(3) Modify the proposed buildings exterior façade to incorporate alternative architectural designs, construction techniques and building material than which were proposed at the time of execution of the Settlement Agreement;

Whereas, a NPDES permit (Stream Enhancement Permit) for the PREIT Project was issued to PREIT by the Pennsylvania Department of Environmental Protection on November 18, 2009.

Now, Therefore, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Recitals. The background recitals above are incorporated herein, as though fully set forth at length.

2. Timing of the \$200,000.00 Payment under Section 5(j) of the Settlement Agreement.

The parties agree that the payment from PREIT to the Township of Two Hundred Thousand Dollars (\$200,000.00) under Section 5(j) of the Settlement Agreement shall be made as follows:

(a) One Hundred Thousand Dollars (\$100,000.00) on or before the close of business (4:30 p.m.) on the thirtieth (30th) day after execution of this Agreement; and

(b) One Hundred Thousand Dollars (\$100,000.00) on or before the close of business (4:30 p.m.) on ninetieth (90th) day after execution of this Agreement.

All other terms and provisions set forth in Section 5(j) of the Settlement Agreement shall remain unchanged, unmodified, and in full force and effect.

3. Timing of the Start and Completion of Stream Channel Stabilization Work under Exhibit "F" of the Settlement Agreement.

The parties agree that the "stream channel stabilization" work for the PREIT Project, as described in Exhibit "F" of the Settlement Agreement (see the "Conceptual Stormwater Management Plan", page 5), shall begin and start prior to, and in no event later than the date when PREIT commences construction of any roadway improvement (or any element or portion thereof) associated with the PREIT Project. PREIT shall provide the Township with prior written notice of the date when said "stream channel stabilization" work is to begin.

PREIT shall perform, construct and complete the stream channel stabilization in strict and complete compliance with all of the terms and conditions of the Settlement Agreement, including, but not limited to completing all required work prior to increasing, in any manner, runoff from the PREIT Property due to construction activities associated with the PREIT Project, and any roadway improvements associated therewith.

All other terms and provisions of Exhibit "F" of the Settlement Agreement shall remain unchanged, unmodified and in full force and effect.

4. Continued Use of the "Town Center Property".

Notwithstanding the express terms of Section 13(D) of the Settlement Agreement (which require the Town Center Property within the PREIT Project to remain open green space, which shall be either maintained as grass, or utilized for agricultural purposes for the production of hay), PREIT continues to lease a portion of the Town Center Property to Kaolin Mushroom Farms, which operates a mushroom growing business thereon consisting of six (6) double mushroom growing houses ("Existing Mushroom Farm"). PREIT has requested that the Township agree to permit the continued leasing and operation of the Existing Mushroom Farm at its current location on the Town Center Property.

The Township agrees to permit the continued leasing to, and operation of, the Existing Mushroom Farm by Kaolin Mushroom Farms, subject to the following conditions, all of which are agreeable and acceptable to PREIT:

(a) Kaolin Mushroom Farms may continue to lease the use and occupancy of the Existing Mushroom Farm at its current location on the Town Center Property, until 5:00 p.m. on December 31, 2011. By no later than 5:00 p.m. on December 31, 2011, Kaolin Mushroom Farms shall terminate, discontinue and end any and all of its operations and

activities on the Town Center Property, including, but not limited to the Existing Mushroom Farm and the use of any mushroom house or other improvement thereon;

(b) By no later than 5:00 p.m. on December 31, 2011, there shall be no use of any kind permitted on the Town Center Property except as specifically authorized and permitted under the terms of the Settlement Agreement;

(c) Beginning with the date when this Amendment is signed by all parties, there shall be no placement or storage of mushroom compost of any kind (including, but not limited to, fresh and spent compost), on any portion of the PREIT Property, including, but not limited to the Town Center Property, at any time, or for any reason, except for compost on the interior of the existing mushroom houses which is being actively used for the production of mushrooms. Further, all compost (except compost on interior of the existing mushroom house which is being actively used for the production of mushrooms) shall be completely removed from the Town Center Property within twenty (20) days from the date that this Amendment is executed by all parties. Within twenty (20) days after the compost has been removed from the Town Center Property, PREIT shall plant grass seed over all areas where compost was stored, spread and/or located;

(d) There shall be no expansion or enlargement (of any kind) of the Existing Mushroom Farm, or any of the buildings or structures associated therewith, including, but not limited to expansion or enlargement of size, footprint or scope of the Existing Mushroom Farm and/or the structures associated therewith;

(e) There shall be no uses of any kind permitted upon the Town Center Property except the Existing Mushroom Farm (in accordance with the terms of this Amendment), and as otherwise specifically set forth in the Settlement Agreement; and

(f) Kaolin Mushroom Farm shall, within thirty (30) days of the date of the execution of this Amendment, satisfy all of the conditions of the May 2, 2011 Mushroom Farm Environmental Management Plan: Status Review Prepared by the Chester County Conservation District, a copy of which is attached hereto and incorporated herein as Exhibit "A".

All other terms and conditions associated with the Town Center Property, including those set forth in Section 13(D) of the Settlement Agreement, shall remain unchanged, unmodified, and in full force and effect.

5. Proposed Modifications to Footprints, Locations and Building Facades of Approved Buildings.

(a) In order to accommodate changing requirements of typical retail and shopping center tenants, PREIT shall have the right, pursuant to the terms and conditions set forth in this paragraph 5, and without the necessity of securing additional formal approval from the Court of Common Pleas of Chester County, Pennsylvania, to: i) request modification and/or amendment of exterior facades of buildings within the Retail Center and Town Center site plan layout and buildings depicted on the concept plan approved under the Settlement Agreement and the Phase 1 final plan ("Previously Approved Buildings" or, singularly a "Previously Approved Building"), to incorporate alternative architectural designs, construction techniques and/or building materials than were proposed at the time that the Settlement Agreement was executed, and/or ii) request a de minimis modification, which includes any reduction, of the footprints and/or locations of Previously Approved Buildings.

(b) In order to present a proposal for consideration of approval under this paragraph 5, PREIT shall, at its sole cost and expense, submit to the Township a written proposal (including elevation drawings, photographs, site plans, and/or other appropriate documentation) detailing and defining the proposed modification requested by PREIT (a

"Proposal"). The Township shall consider the Proposal, and shall provide PREIT with a decision on the Proposal within sixty (60) days of the date when a completed Proposal is submitted to the Township. Any Proposal submitted by PREIT under this paragraph 5 shall be considered in accordance with the terms of this Amendment and the terms of the Settlement Agreement, including Section 6, 7, 8 and 9. The review of the Proposal shall be independent of and run concurrent with the review of any Preliminary Final Plan submission made by PREIT under Sections 7, 8 and 9 of the Settlement Agreement.

The Township shall have the right to approve or disapprove any Proposal submitted by PREIT under this paragraph 5, and in accordance with this Amendment. The Township shall not unreasonably withhold approval of any Proposal under this paragraph 5, if the Proposal meets and complies with all of the criteria set forth in paragraphs 5(d) and 5(e) below.

(c) The Township shall be permitted to consult with experts, boards, commissions and/or consultants of its sole choosing in order to assist the Township in determining whether or not to approve any Proposal submitted by PREIT under this paragraph 5. Subject to PREIT's right to object under the Pennsylvania Municipalities Planning Code, PREIT shall pay the Township for all costs and expenses incurred by the Township associated with review and consideration of any Proposal submitted under this paragraph 5, including, but not limited to, fees and expenses of consultants, solicitors and/or experts, within thirty (30) days of demand by the Township. PREIT further agrees that reimbursement of Township costs, fees and expenses under this paragraph 5 shall not be a credit against tapping fees for the PREIT Project (as set forth in the Sewer Improvements and Reservation Agreement dated March 9, 2009) or any other agreement between the parties; instead, reimbursement under this

paragraph 5 shall be a cost and expense of PREIT's separate and independent from any tapping fee, expense, invoice, or other amount associated with the PREIT Project.

(d) The Township shall not unreasonably withhold approval of any Proposal submitted by PREIT under this paragraph 5, if such Proposal meets and complies with all of the following:

(1) The terms and conditions of this Amendment;

(2) The terms and conditions of the Settlement Agreement, as amended by this Amendment, including, but not limited to the Design Guidelines set forth therein, provided however, PREIT shall not be limited to constructing buildings, facades, etc. based upon the representative renderings, photos, etc. contained in the Design Guidelines but rather PREIT shall be bound by the Design Goals and Objectives contained in the Design Guidelines;

(3) The Proposal shall not change the number of separate physical buildings approved for the PREIT Project or reduce the number of tenant spaces in the Town Center in accordance with the terms of the Settlement Agreement, including, but not limited to, Background Section Q to the Settlement Agreement;

(4) The Proposal shall not exceed the maximum floor area limitations set forth in the Settlement Agreement;

(5) The modification to the footprint of any building shall not increase the approved size of such building;

(6) There shall not be any violation of any provision of the Township's Zoning Ordinance applicable at the time of execution of the Settlement Agreement and to the extent not expressly deviated by Court approval of the Settlement Agreement;

(7) Approved impervious coverage amounts on the PREIT Project shall not increase;

(8) Reduction of the size, but not the number, of tenant spaces within any Previously Approved Building to be constructed in the Town Center shall be permitted so long as the reduction complies with the terms of the Settlement Agreement, including, but not limited to, Background Section Q to the Settlement Agreement; and

(9) PREIT has paid, timely and in full, all costs and expenses then due to the Township which are associated with any Proposal.

(e) (1) The procedures set forth in this paragraph 5 shall only be applicable to and available only for the following matters:

(i) Proposed changes to the exterior facades of a Previously Approved Building within the PREIT Project to incorporate alternative architectural designs, construction techniques and building materials than were proposed at the time that the Settlement Agreement was executed;

(ii) A de minimis change to the footprint, which includes reductions, of any Previously Approved Building within the Retail Center, Town Center, and/or the approved plan for Phase 1;

(iii) A de minimis modification of the location of any Previously Approved Building within the Retail Center, Town Center, and/or the approved plan for Phase 1;

(iv) A de minimis modifications of the location of associated parking areas and drive aisles within the Retail Center, Town Center, and/or the approved plan for Phase 1;

(v) A reduction in the footprint or modification of location of any Previously Approved Building or associated parking areas and drive aisles that reduces overall impervious coverage of the PREIT project; and

(vi) Proposed changes to the demising walls within any Previously Approved Building to be constructed in the Town Center so long as the proposed changes do not reduce the number of tenant spaces required under the terms of the Settlement Agreement, and so long as the proposed changes comply with the terms of the Settlement Agreement, including, but not limited to, Background Section Q of the Settlement Agreement.

(2) The procedure under this paragraph 5 shall not be applicable to, or otherwise available for any of the following:

(i) Reallocation of approved total square footage of any of the Previously Approved Buildings and/or Phases within the PREIT Project other than that which is specifically permitted under the Settlement Agreement;

(ii) Approval of additional building or structure within the PREIT Project;

(iii) Modification of any of the area and bulk requirements for the PREIT Project, as set forth in the Settlement Agreement, including, but not limited to maximum density, maximum impervious coverage, setbacks and/or building heights; and

(iv) Any other modification or amendment of the terms of the Settlement Agreement.

6. Settlement Agreement Remains Effective. All of the terms and conditions of the Settlement Agreement which are not otherwise inconsistent with the specific terms and provisions of this Agreement, shall remain unchanged, unmodified, and in full force and effect.

7. Entire Agreement. This Amendment, together with the Settlement Agreement, constitutes the entire agreement among the parties hereto, and supersedes all prior negotiations, understandings and agreements, of any kind or nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this Amendment shall be effective against either party unless that party shall have consented thereto, in writing.

8. Interpretation. Legal counsel for both the Township and PREIT have jointly drafted this Amendment; and as such, the provisions of this Amendment shall not be construed in favor or against the interest of either party.

9. Governing Law. This Amendment shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

10. No Waiver. Except as expressly amended herein, neither party waives any of its rights under the Settlement Agreement.

11. Counterparts. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have set their hands and seals the day and date set forth below.

Signatures are on the following page.

PREIT:

PR NEW GARDEN L.P.

By: PR New Garden LLC, its Sole General Partner
By: PREIT Associates, LP, its Sole Member
By: Pennsylvania Real Estate Investment Trust, its
General Partner

Attest: Jim C. De Jesus

By: Douglas S. Grayson
Name: Douglas S. Grayson
Title: Executive Vice President

PR NEW GARDEN/CHESCO Limited Partnership

By: PR New Garden/CHESCO LLC, its General
Partner
By: PREIT Services, LLC, its Non-Member Manager
By: PREIT Associates, L.P., its Sole Member
By: Pennsylvania Real Estate Investment Trust,
its General Partner

Attest: Jim C. De Jesus

By: Douglas S. Grayson
Name: Douglas S. Grayson
Title: Executive Vice President

PR NEW GARDEN RESIDENTIAL, L.P.

By: PR New Garden Residential, LLC, its General
Partner
By: PREIT-Rubin, Inc., its Sole Member

Attest: Jim C. De Jesus

By: Douglas S. Grayson
Name: Douglas S. Grayson
Title: Executive Vice President

TOWNSHIP:

NEW GARDEN TOWNSHIP

Attest: [Signature]

By: [Signature]
Name: Donnel C. Fox
Title: Township Manager

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF PHILADELPHIA :

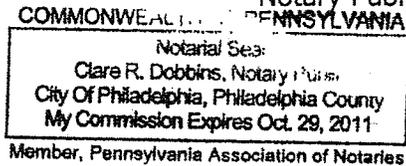
On this, the 26th day of May, 2011, before me, a Notary Public, personally appeared Douglas S. Grayson, who acknowledged to me that he/she is the Exec. V.P. of Pennsylvania Real Estate Investment Trust, and as such Exec. V.P. he/she is authorized to do execute the foregoing Agreement for the purposes contained therein.

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

Clare R. Dobbins

Notary Public

My commission expires:



COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF PHILADELPHIA :

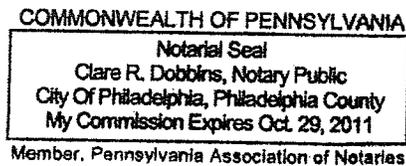
On this, the 26th day of May, 2011, before me, a Notary Public, personally appeared Douglas S. Grayson, who acknowledged to me that he/she is the Exec. V.P. of Pennsylvania Real Estate Investment Trust, and as such Exec. V.P. he/she is authorized to do execute the foregoing Agreement for the purposes contained therein.

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

Clare R. Dobbins

Notary Public

My commission expires:



COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF PHILADELPHIA :

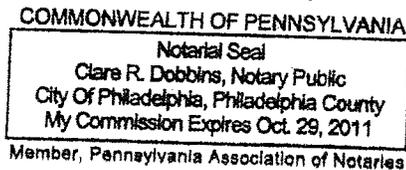
On this, the 26th day of May, 2011, before me, a Notary Public, personally appeared Douglas S. Grayson, who acknowledged to me that he/she is the Exec. V.P. of PREIT-Rubin, Inc., and as such Exec. V.P. he/she is authorized to do execute the foregoing Agreement for the purposes contained therein.

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

Clare R. Dobbins

Notary Public

My commission expires:



COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF Chester :

On this, the 31st day of May, 2011, before me, a Notary Public, personally appeared Dan Fox ^{HE IS THE} ~~Manager~~ and ~~_____~~ who acknowledged to me that they are each members of the Board of Supervisors of **NEW GARDEN TOWNSHIP** and that as such members, being authorized to do so, executed the foregoing Agreement for the purposes contained therein.

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

Margaret K. Mullen

Notary Public

My commission expires:

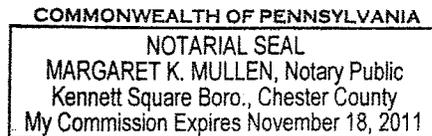


EXHIBIT "A"

CHESTER COUNTY CONSERVATION DISTRICT

MUSHROOM FARM ENVIRONMENTAL MANAGEMENT PLAN: STATUS REVIEW



CHESTER COUNTY
CONSERVATION DISTRICT

Conserving Natural Resources for Our Future

May 2, 2011

To Whom it May Concern,

The purpose of this letter is to address the development of a Mushroom Farm Environmental Management Plan (MFEMP) for Kaolin Farms' operation at 300 Sunny Dell Road, Landenberg, PA 19311.

As indicated by the operators, they plan to stop growing mushrooms at this farm by January 1, 2012. Given this fact, the Chester County Conservation District (CCCD) will accept the implementation of temporary measures, as outlined in the Status Review, in lieu of developing a plan.

In the event that the date of the decommissioning of this site is lengthened, Kaolin Farms should immediately contact the CCCD as further action may be required.

If there are any questions, please do not hesitate to get in touch with me.

Sincerely,

Adam Mowery
Mushroom Farm Resource Conservationist
Chester County Conservation District
688 Unionville Road, Suite 200
Kennett Square, PA 19348
Phone: (610) 925-4920 x 116
Fax: (610) 925-4925
amowery@chesco.org



Mushroom Farm Environmental Management Plan:
Status Review

Farm:	Kaolin Farms (300 Sunny Dell Road, Landenberg, PA 19311)
Farm Representative:	Mike Pia Jr.
Date:	May 2, 2011

Site Evaluation:

This site contains 6 mushroom doubles and utilizes Phase II compost. The interior wastewater from the growing houses outlets through the doors, across the driveway, and into a grassed area. Below the grassed area there is a crop field. The wharf runoff is not a concern because of the use of Phase II compost. There is also a small stacking area for excess SMS and peat moss. The operators have indicated that they will stop growing mushroom at this site by January 1, 2012.

Needed Changes/Revisions to MFEMP:

A MFEMP for this farm does not currently exist. Since the site is planned to be decommissioned by January 1st, 2012, the CCCD will accept the implementation of temporary measures in lieu of having a plan developed.

The temporary measures that should be taken include the following:

- Re-grade the grassed area along the driveway to ensure the wastewater does not 'pond' and to maintain sheet flow of the effluent.
- Re-organize the stacking area so the runoff flows through a grassed filter area. Redirect stormwater away from the stacking pad. When the size of the pile permits, covering with a tarp is an effective practice to reduce runoff.
- Operation and Maintenance: Remove as much residual material (SMS and peat moss) as possible on the loading wharf before it is washed

Best Management Practices (BMPs) to be Implemented:

	Date
Re-grade grassed filter area	6/01/11
Re-organize stacking pad	6/01/11
Operation and Maintenance	6/01/11

Need for updated nutrient analysis? YES NO

Plan fully implemented? YES NO

FINAL STATUS REVIEW

Land Owner

Signature: X [Signature] SR

Chester County Conservation District (CCCD)

Signature: Christian E. Steinhilber [Signature]

Natural Resources Conservation Service (NRCS)

Signature: Zed S. Sasserman

White Clay Point
November 12, 2025
List of Deviations

Modifications regarding steep slopes, density, bulk & area requirements for Single Family Detached Dwellings, and reverse frontages for the Convenience Store are listed in the main settlement agreement.

Zoning Ordinance requirements are modified as follows:

1. Unless noted otherwise, all existing utility easements within the tract will be extinguished or relocated and are therefore not Constrained Lands.
2. §200-57 - No setback shall be required for fences or earth retaining walls, except that earth retaining walls along the tract perimeter or existing public streets shall be setback (to the exposed face of such wall) a minimum of 20 feet, or 25' where the required landscaped buffer width is 25'.
3. The lot size requirement at §200-57.B(1) shall refer to Gross Tract Area.
4. §200-57.B(3)(b):except that, for balconies, decks, patios, porches and the like, a 10 feet front yard shall be required for all residential units. For internal streets with no associated right-of-way (alleys), such yard shall be measured from the curbline.
5. All portions of the tract not otherwise included in road rights-of-way or lots will be Open Space. Within the overall Open Space, three (3) specific areas are designated as Qualifying Open Space to document compliance with the open space requirements (minimum area 10% of Gross Tract Area at New Garden Township Code §200-57.B(8); and other dimensional requirements at New Garden Township Code §170-49.1A.(1) and §170-49.1B(9)).
6. §200-58.N(2), Pedestrian Gathering Areas, may be satisfied by providing access to such areas via a system of pedestrian accessways as shown on the Plan.
7. §200-58.N(5)(b) requiring a bus stop along Route 41 shall not apply pursuant to the Settlement Agreement.

8. §200-105.C, requiring walkways between parking rows for parking areas with more than 25 spaces shall not apply pursuant to the Settlement Agreement, Applicant instead proposes sidewalks along the faces of commercial buildings facing such parking areas to provide pedestrian access between parking spaces and buildings' entrances.
9. Pursuant to §200-108.C, Applicant proposes to provide one of the required two parking spaces per residential dwelling unit (§200-108.A) in a garage inside each dwelling unit. §170-40.A(1) may be satisfied by counting garage spaces toward the required number of parking spaces.
10. §200-108.D(2) requiring each townhouse driveway to provide access to at least 2 townhouse dwelling units shall not apply.
11. §200-109.B requires one parking space per employee, plus a variable number of additional parking based on each specific use, such as per building area, per number of seats, etc. The Applicant proposes to provide 4 parking spaces for every 1000 square feet of building area (1 space/250 sq ft) for all non-residential uses including spaces needed for all users (employees, customers, etc.).

Subdivision and Land Development Ordinance requirements are modified as follows:

12. §170-26.D A single access street shall not furnish access to more than 28 dwelling units.
13. §170-26.J There shall be a maximum of 8 lots containing any access along the turnaround portion of a cul-de-sac street.
14. §170-27.A(1) requires street right-of-way width of fifty (50) feet. Proposed internal streets for stacked townhomes are proposed without right-of-way.
15. §170-32.E requires provision of a six (6) feet wide "berm" behind all (road) curbs. This requirement is not feasible in a community with townhouses, wherein driveways are contiguous with cartway curbing or sidewalk adjacent thereto.

16. §170-35.A(2) limits the number of lots on a private street to not more than five (5). New streets within the tract may be privately owned and maintained, regardless of the number of homes gaining access thereto.
17. §170-35.B(1)(b) Private driveways on corner lots shall be located at least twenty-five (25) feet from the point of intersection of the nearest parallel street right-of-way line. For internal streets with no associated right-of-way, this separation shall be ten (10) feet minimum from the parallel curbline.
18. §170-38.D requires all residential lots to front on a public street. Internal streets may be privately owned and maintained. Lots shall front on a public or private street.
19. §170-40.C(2)(c) requires a minimum 20 feet wide planting strip for every four rows of parking. Because of the limited parking lot dimensions and excess overall Open Space, Applicant instead proposes the smaller number of planting strips shown on the Plan.
20. §170.49.1 Common Open Space requirements
[1] Subsection B(6) requires dwellings to face common greens and [2] Subsection B(8) requires 50' wide access strips at a maximum of every 15 contiguous lots. The applicant instead proposes to permit the dwelling orientation and access to open space areas as proposed/depicted on the Plan.

Smedley Preserve MS4 Update

November 17, 2025



Overview

Overview

The Pennsylvania Department of Environmental Protection (PA DEP) identifies New Garden Township as an urbanized area per the US Census and is required to renew its National Pollutant Discharge Elimination System (NPDES) Small Municipal Separate Storm Sewer Systems (MS4) permit every five (5) years.

As of 2020, the Township updated its most recent Total Maximum Daily Load Plan (TMDL) for the MS4 program, which focused primarily on basin sediment removal to the Christina River basin.

The identified sediment amount required for New Garden to mitigate was ~332K lbs./year of net sediment removal, with the recommended Best Management Practice (BMP) to install 17 bioswales throughout the Township's White Clay Creek watershed area to satisfy the permit at an estimated cost of \$707K for the construction of the bioswales.

In 2021, PennDOT, with similar TMDL requirements, sought cooperative contribution agreements with local PA municipalities, specifically for projects located within the Delaware Watershed, offering up to \$5M in contributions in addition to

Given that the Township had received ~\$1.3M in Federal funding from the American Rescue Plan Act (ARPA) in response to COVID-19, the Township agreed to the PennDOT agreement program and contributed \$415K in ARPA funds as its local share contribution, with the goal of identifying a local BMP in the Township to satisfy its MS4 permit.

Project Background

Smedley Preserve Site Selection

From 2021-2023, PennDOT, as the project manager, finally entered into a contract agreement with RES as the awarded agency, which was then tasked to assess for viable BMP projects within the Township.

In the Summer of 2023, the Township, which had just completed the full open space transaction of the Smedley Preserve (former Lochnairn Golf Course), worked with RES to assess

- Goal was to identify a single project site on Township-owned property for cost efficiencies, given the original RES bid amount and increased construction costs
- New Garden Hills (former St. Anthony's in the Hills) was also assessed for BMPs, but was not able to meet the full sediment reduction amount (~332K lbs./year) in a single project area



Smedley Preserve BMP

- Construction Scope**
- 7,217 LF of realigned stream and floodplain restoration (nearly 1½-miles)
 - 6,457 LF of existing degraded stream
 - 12 acres of floodplain wetland restoration
 - 15 acres upland plantings
 - Construction began in June 2025 and is expected to be completed in December

- Project Cost**
- \$5.64 per lb of sediment removed
 - Total Cost = \$2.038M
 - PennDOT - \$1.523M
 - NGT - \$415K

- Net Sediment & Nutrient Reductions**
- Sediment (TSS)
 - Project provides 361,366 lb./year
 - Total Nitrogen (TN)
 - 1,356 lb./year
 - Total Phosphorus (TP)
 - 433 lb./year



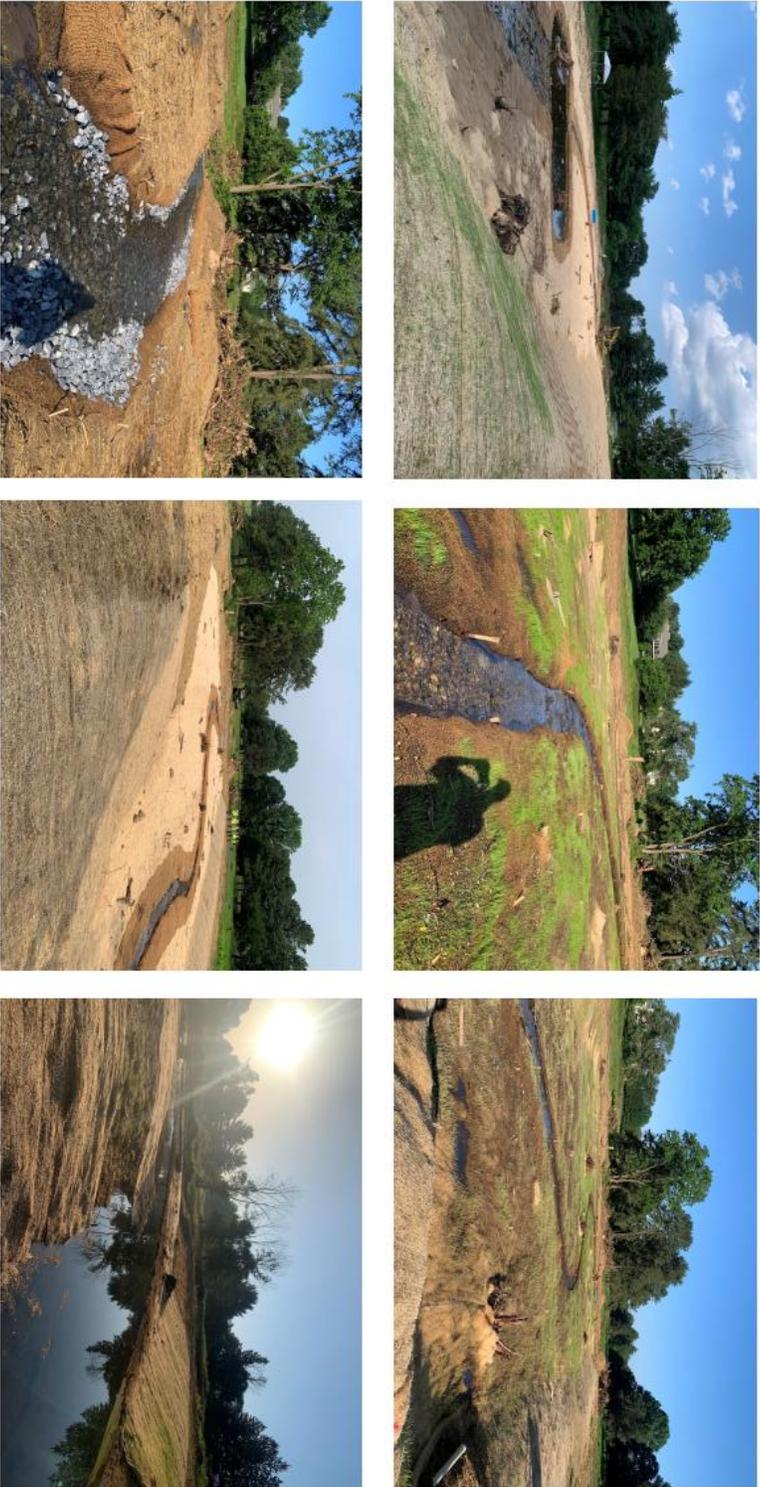
Smedley Preserve Pre-Construction



Smedley Preserve Mid-Construction



Smedley Preserve Mid-Construction



Smedley Preserve Mid-Construction

- The “mid” construction photos are areas that have been graded and stabilized, but the vegetation in the photos is an accelerated cover crop – intended more for temporary ground stabilization and erosion control
- For “post” construction, the site will be planted with native containerized plants, live stakes, and seed mix
 - Goal is to align the targeted seed mix with the Smedley Master Plan inventory





OCT 2025



MAR 2025

Questions?



NEW GARDEN TOWNSHIP - STAFF REPORT/RECOMMENDATION

REQUESTING DEPARTMENT: Airport

MEETING DATE: November 17th, 2025

SUBJECT/TOPIC: East End Hangar Development

BACKGROUND: New Garden Flying Field is actively pursuing options for the construction of ten new T-hangars on the east end of the airport to address the waiting list of ~60 based aircraft and the facility requirements for a rotary-type air medical transport service. This expansion aligns with the airport’s long-term goal of increasing based aircraft, strengthening operational revenue, and enhancing emergency response capability within southern Chester County.

The project will include site grading, stormwater management, utility extensions, paving of access taxiways and aprons, and necessary lighting and drainage improvements to support safe and efficient operations. In addition, the project area will include infrastructure upgrades to existing hangar space to accommodate a dedicated rotary-type air medical transport service, enhancing emergency response capabilities in the region.

This development will maximize the available land on the east end of the airport, provide new revenue opportunities through hangar rentals, and align with the Airport’s long-term master plan for sustainable growth and modernization.

Funding Source	Total
Project Total (Engineering and Construction)	\$1,200,000.00
State Funding (Capital Budget Grant)	\$700,000.00
Local Funding (PIB LOAN 10 year term @ 3.75%)	\$500,000.00

FINANCIAL IMPACT: Total: FY26-36 – \$593,000.00 • Principal – \$481,375.00 • Interest – \$111,625.00 • Annual Payment – \$59,300.00	Budgeted:	YES ___ NO <u>X</u> ___
	Amount Budgeted:	\$0.00
	Amount Spent:	\$0.00
	Amount Requested:	\$593,000.00
	Budget Line Item:	33-440-706 Airport Capital Improvements

STAFF RECOMMENDATION: That the Board of Supervisors authorize the PIB loan amount of \$500,000.00, pending approval of grant funding of \$700,000.00 from the PA State Capital Budget Program, to support the East End Hangar Development Project.

TOWNSHIP MANAGER APPROVAL: Required: <input checked="" type="checkbox"/> Not Required: <input type="checkbox"/>	 _____ <i>Christopher Himes, Township Manager</i>
TOWNSHIP SOLICITOR APPROVAL: Required: <input type="checkbox"/> Not Required: <input checked="" type="checkbox"/>	_____ <i>Winifred Sebastian, Township Solicitor</i>

ATTACHMENTS:

- 1) *East End Hangar Development Proposal*

New Garden Flying Field (N57): East End Hangar Development

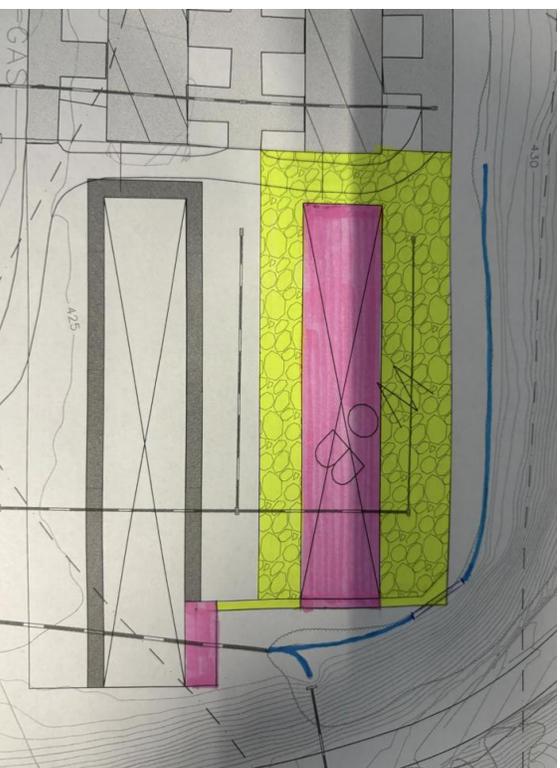
November 17th, 2025

Jonathan Martin, Aviation Director



Proposal Overview

- New Garden Flying Field (N57) proposes the construction of ten new T-hangars on the east end of the airport to address the significant waiting list of based aircraft tenants and to accommodate a medivac operator.
- This expansion aligns with the airport's long-term goal of increasing based aircraft, strengthening operational revenue, and enhancing emergency response capability within southern Chester County.



Proposal Justification

- **High Demand for Hangar Space:** The airport currently maintains a full occupancy rate with a waiting list exceeding 60 aircraft.
- **Community Benefit:** Relocating a medivac operator to the Airport will improve response times for emergency transport within the Community.
- **Revenue Growth:** The new hangars will generate consistent rental income and additional fuel sales and maintenance shop usage from newly based aircraft.
- **Leverage of State Funding:** The project potentially leverages a **\$700,000 state grant**, supplemented by a **PIB loan** for the local match.

2018 Comprehensive Plan

- Transportation - Tier II Priorities
 - “New Garden Flying Field - Support continuance and development of the Airport as a transportation asset through maintenance of the airport facilities, including runway and hangar projects.”

Proposal Financing

Source	Amount	Notes
Capital Budget Grant	\$700,000	Requested state funding
PIB Loan	\$500,000	Local share financing
Total Project Cost	\$1,200,000	Estimated total construction

PIB Loan Terms

- Principal: \$500,000
- Interest Rate: 3.75%
- Term: 10 years
- Annual Payment: ≈ \$59,300
- Total Interest Paid Over Term: ≈ \$93,000



Proposal Operating Revenue

Revenue Source	Calculation	Annual Revenue
Hangar Rentals	9 units × \$575/mo × 12 mo	\$62,100
Additional Fuel Sales	9 aircraft × 80 gal/mo × 12 mo × \$0.75 margin	\$6,480
Medivac Operation Fuel/Service	\$2,500/mo × 12 mo	\$30,000
Other Operational Revenue (maintenance, pilot supplies, transient fees)	Estimated	\$5,000
Total Annual Revenue Increase		\$103,580



Projected Expense & Debt Service

5. Annual Expense & Debt Service Summary

Expense Item	Annual Amount	Notes
Loan Payment (PIB)	\$59,300	Principal & interest
Maintenance/Utilities/Insurance	\$10,000	Routine upkeep
Administrative/Operational Costs	\$3,500	Billing, admin
Total Annual Expenses	\$72,800	

Net Annual Margin: \$103,580 – \$72,800 = \$30,780



Proposal Financing - Local Share

1. PIB Loan Amortization Schedule (10-Year, 3.75%)

Year	Beginning Balance	Annual Payment	Interest	Principal	Ending Balance
1	500,000	59,300	18,750	40,550	459,450
2	459,450	59,300	17,228	42,072	417,378
3	417,378	59,300	15,652	43,648	373,730
4	373,730	59,300	13,977	45,323	328,407
5	328,407	59,300	12,315	46,985	281,422
6	281,422	59,300	10,528	48,772	232,650
7	232,650	59,300	8,725	50,575	182,075
8	182,075	59,300	6,777	52,523	129,552
9	129,552	59,300	4,857	54,443	75,109
10	75,109	59,300	2,816	56,484	18,625



Proposal Financing Summary

Category	Annual Amount
Total Revenue	\$103,580
Hangar Rentals	\$62,100
Additional Fuel Sales	\$6,480
Medivac Operation	\$30,000
Other Operational Revenue	\$5,000
Total Expenses	\$72,800
Loan Payment	\$59,300
Maintenance/Utilities/ Insurance	\$10,000
Administrative/Operational	\$3,500
Net Annual Margin	\$30,780

- Revenue comfortably covers expenses and loan payments.
- Net margin of \$30,780 per year supports reinvestment and operational growth.



Additional Benefits

- **Economic Impact:** 10 new based aircraft and a medivac operation enhance the airport's economic contribution through fuel, maintenance, and visitor spending.
- **Operational Efficiency:** Moving the medevac operator into an existing box hangar reduces overall costs for the airport by eliminating the need to construct a new facility for their independent operation. This approach also preserves valuable space for future hangar development.
- **Community Safety:** Enhanced emergency response capacity directly benefits the region's public safety infrastructure.



Proposal Summary

- The East End Hangar Development project provides a sound and sustainable financial return while supporting the mission of New Garden Flying Field as a vital community and regional asset. The combination of state funding and a manageable PIB loan at 3.75% over 10 years allows the airport to expand capacity, enhance safety, and strengthen its long-term economic position.





New Garden Township

299 Starr Road • Landenberg, PA 19350

Memorandum

Date: November 12, 2025
To: Chris Himes, Township Manager
From: Robert Weer, Township Zoning Officer

Re: 147 Maple Ln – On-lot sewage easement

Chris,

The following is a summary of a request for a waiver by the Board of Supervisors in accordance with the SALDO.

The township's sewer engineer reviewed the Sewage Facilities Planning Module in accordance with DEP regulations. The review found that the alternative on-lot sewage system was too close to steep slopes on the proposed lot. The applicant worked with staff and the township's engineer to find a solution to comply with the SALDO and DEP regulations. Attached is an email and plans outlining their request for the Board of Supervisors to grant the relief as outlined in the SALDO. An easement will be provided on an adjacent lot that was approved through land development and will be on the recorded plan.

Township staff and the township engineer support this waiver to enable an easement for the alternate on-lot sewage system. Therefore, enabling DEP to approve the Sewage Facilities Planning Module.

Action required:

The BOS vote to provide the waiver as outlined.

Respectfully,

Robert F. Weer Jr.

Register

From Bill Romanelli <bill@wilkinsonhomesllc.com>

Date Wed 11/5/2025 10:18 AM

To Robert Weer <rweer@newgarden.org>

Cc Jeff Miller <jmiller@eme-llc.com>; Tom Schreier <tschreier@hillcrestassoc.com>; george register <george-5@live.com>

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#) | [Report](#)

Robert,

In June of 2025 the New Garden Board of Supervisors granted conditional final approval of the Register plan for 147 Maple Lane. One of the conditions was the approval of the Sewage Facilities Planning Module. In his review, Stan Corbett, noticed that due to the setbacks from the property lines, the man-made steep slopes and the perc rates that were recorded at this location, the backup system would not fit within the available area on lot 3. Lot 3 is the lot on which George Register currently resides. Lot 3 has a working primary system, but due to the subdivision of the property, it requires a back up system. §170-41.B.3 of the New Garden Township SLDO states *“Reserve backup fields shall be sited entirely within the lot to be served.”* We have a solution for this; we will add an easement onto lot 1 for the benefit of the lot 3 backup septic system thus alleviating the concern raised by Stan. It is my understanding that our septic consultant, Jeff Miller of Evans Mill Environmental, has already spoken with Stan about this suggested waiver and understand that Stan would support a waiver of this section.

Since the plan is already approved, but has not been recorded yet, we request the New Garden Township Board of Supervisors acknowledge this change at their next meeting by approving the requested waiver.

It is my understanding that we should be able to go straight to the Board of Supervisors with this request as §170-22 of the New Garden Township SLDO states that *“The above requirements for preliminary and final plans and for supporting data may be modified at the sole discretion of the Board of Supervisors.”* §170-21 lists the requirements of final plans that §170-22 gives the Board permission to modify. §170-21.D.3 includes as one of the items that the Board can adjust as *“All existing and proposed watercourses, street lines, lot lines, right-of-way, easements, and areas dedicated or proposed to be dedicated to public use.”*

Please let me know if you have any questions about this and if we can be on the next agenda to discuss the same. If you are ok with this, I can send you a plan that shows the new easement and lists the waiver.

Thanks,



Bill Romanelli

Wilkinson Homes

Cell 302-218-7239

Email bill@wilkinsonhomesllc.com

PRELIMINARY/FINAL LAND DEVELOPMENT FOR
147 MAPLE LANE
 SITUATED IN NEW GARDEN TOWNSHIP, CHESTER COUNTY, PA

DRAWING INDEX:

DWG #	PLAN
1A	COVER SHEET
2A	EXISTING CONDITIONS PLAN
3A	POST CONSTRUCTION STORMWATER MANAGEMENT PLAN DETAILS
4A	EROSION AND SEDIMENTATION CONTROL PLAN
5A	EROSION AND SEDIMENTATION CONTROL PLAN DETAILS
6	LANDSCAPE PLAN

GENERAL NOTES:

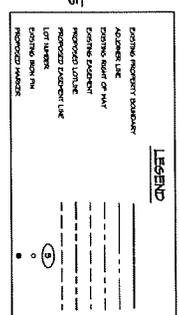
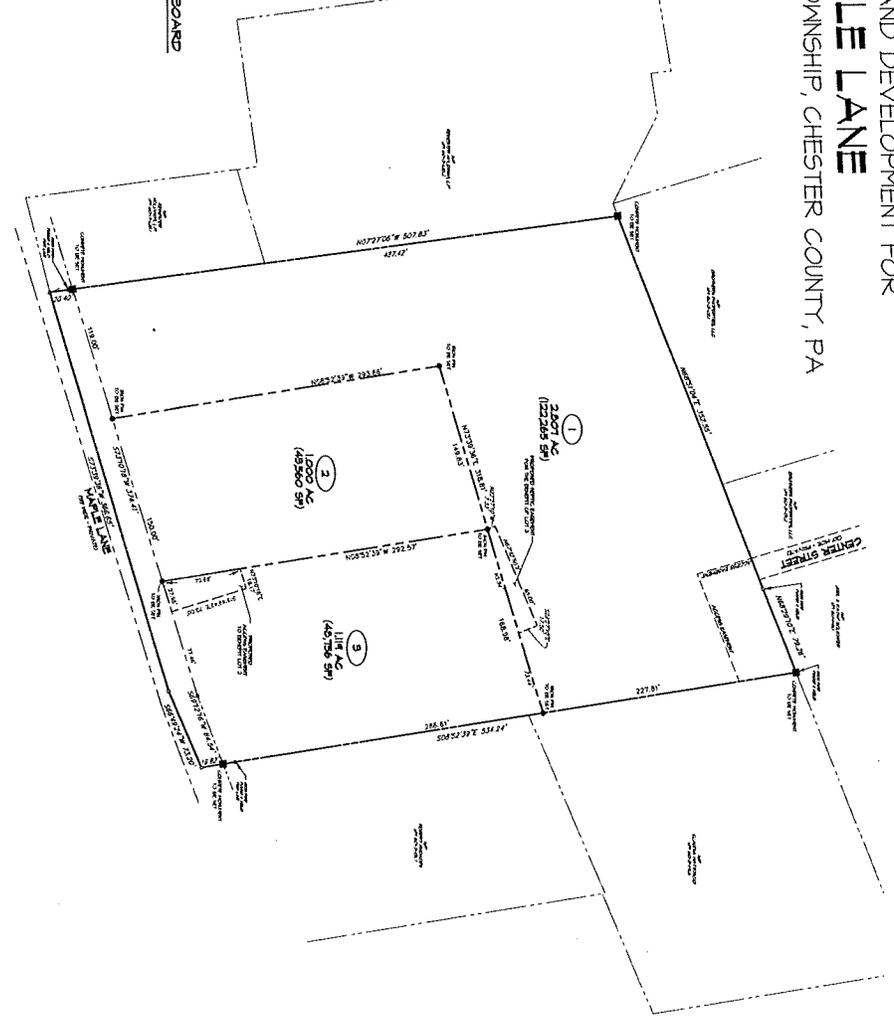
1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
2. THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
3. THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
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10. THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

PURPOSE OF PLAN

VARIANCES GRANTED AT A ZONING HEARING BOARD HEARING HELD ON SEPTEMBER 3, 2024.

CONDITIONS OF VARIANCE APPROVAL:

1. THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
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DATA COLUMN

ITEM	DESCRIPTION	REMARKS
1	EXISTING PROPERTY BOUNDARY	AS SHOWN ON RECORD MAPS
2	PROPOSED PROPERTY BOUNDARY	AS SHOWN ON THIS PLAN
3	EXISTING RIGHT OF WAY	AS SHOWN ON RECORD MAPS
4	PROPOSED RIGHT OF WAY	AS SHOWN ON THIS PLAN
5	PROPOSED EASEMENT LINE	AS SHOWN ON THIS PLAN
6	LOT NUMBER	AS SHOWN ON THIS PLAN
7	PROPOSED MARKER	AS SHOWN ON THIS PLAN

CONSTRAINED LANDS CHART - TOTAL LOT

TYPE OF CONSTRAINT	AREA OF CONSTRAINT	PERCENTAGE OF TOTAL LOT AREA
WATER	0.00	0.00%
WETLANDS	0.00	0.00%
WILDLIFE	0.00	0.00%
ARCHAEOLOGICAL	0.00	0.00%
OTHER	0.00	0.00%
TOTAL	0.00	0.00%

PERMITS REQUIRED BY OTHER AGENCIES:

1. PERMIT TO EXCAVATE
2. PERMIT TO CONSTRUCT
3. PERMIT TO OCCUPY
4. PERMIT TO DISPOSE

ENGINEERS CERTIFICATION

I, the undersigned, being a duly licensed Professional Engineer in the State of Pennsylvania, do hereby certify that I am a duly licensed Professional Engineer in the State of Pennsylvania, and that I am the author of the above described plan, and that the same is a true and correct copy of the original plan as shown to me by the applicant, and that the same is in accordance with the provisions of the Act of June 24, 1937, P.L. 1230, Act 301, as amended, and that I am not aware of any other persons who are claiming an interest in the same.

OWNERS CERTIFICATION

I, the undersigned, being the owner of the above described land, do hereby certify that I am the owner of the above described land, and that I am the author of the above described plan, and that the same is a true and correct copy of the original plan as shown to me by the applicant, and that the same is in accordance with the provisions of the Act of June 24, 1937, P.L. 1230, Act 301, as amended, and that I am not aware of any other persons who are claiming an interest in the same.

<p>COVER SHEET 147 MAPLE LANE NEW GARDEN TOWNSHIP CHESTER COUNTY, PENNSYLVANIA</p>	<p>SEAL</p>	<p>Hillcrest Associates ARCHITECTURE • ENGINEERING • LAND PLANNING • SURVEYING P.O. BOX 1000 CHESTER, PA 19380 (610) 336-1000</p>												
<p>DATE: 4-10-25 DRAWN BY: JFH CHECKED BY: TAS PROJ. NO.: 5050 SCALE: 1"=50'</p>	<p>REVISION</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>01-21-25</td> <td>REV. PER PER CO-OP</td> </tr> <tr> <td>2</td> <td>02-21-25</td> <td>REV. PER PER CO-OP</td> </tr> <tr> <td>3</td> <td>03-21-25</td> <td>REV. PER PER CO-OP</td> </tr> </table>	NO.	DATE	REVISION	1	01-21-25	REV. PER PER CO-OP	2	02-21-25	REV. PER PER CO-OP	3	03-21-25	REV. PER PER CO-OP	<p>Page 245 of 276</p>
NO.	DATE	REVISION												
1	01-21-25	REV. PER PER CO-OP												
2	02-21-25	REV. PER PER CO-OP												
3	03-21-25	REV. PER PER CO-OP												



New Garden Township

299 Starr Road • Landenberg, PA 19350

Memorandum

Date: November 12, 2025
To: Chris Himes, Township Manager
From: Robert Weer, Township Zoning Officer

Re: 1506 Yeatman's Station Rd – Natural Resources Waiver

Chris,

The following is a summary of a waiver request from strict restrictions of the Natural Resource Protection Article within the Zoning Ordinance.

The referenced property is approximately 2.55 Acres and is identified as Lot 1 of the September 2000 recorded Final Plan known as Barton Property. The proposed Lines and Grade Plan prepared by Hillcrest Associates provides construction of a single-family dwelling, the Natural Resource Areas does not comply with Article XXII Natural Resource Protection of the current Zoning Ordinance. The memorandum prepared by Hillcrest Associates dated November 12, 2025, outlines the specifics of the hardship with strict compliance to the ordinance. The township's engineer, Pennoni, provided comments to Hillcrest Associates dated October 20, 2025. Hillcrest Associates response email dated October 31, 2025 resolved all comments but #6, Natural Resource Standards.

Article XX11 Natural Resource Protection, §200-180.D(1) Modifications to natural resource protections standards states *for any use or activity subject to subdivision or land development review, modifications to the natural resource protection standards of Zoning Ordinance § **200-179** may be requested as part of such application, which modifications may be granted by the Board of Supervisors pursuant to the provisions of the Subdivision and Land Development Ordinance and subject to Subsection **D(5)** below*

§200-180.D(5).(A) states *The Board of Supervisors or Zoning Hearing Board, as applicable, may grant a modification of the requirements of one or more provisions if the literal enforcement will exact undue hardship or be unreasonable because of peculiar conditions pertaining to the land in question, or if an alternative standard can be demonstrated to provide equal or better results.*

Therefore, the Natural Resource waiver was believed to be within the jurisdiction of the Board of Supervisors and not with the Zoning Hearing Board as is generally the zoning process. If the Board of

Supervisors disagrees with this determination they should provide guidance for the requested waiver.

Staff recommendation:

The BOS grant the waivers as outlined in the Hillcrest Associates memorandum and provide any other conditions/concerns as they feel appropriate.

Respectfully,



Robert F. Weer Jr.



ARCHITECTURE
CIVIL ENGINEERING
LAND PLANNING
SURVEYING

November 12, 2025

Re: 1506 Yeatmans Station Road
Tax Parcel 60-7-17.1
Waiver Justification

Pursuant to Section 200-180.D(1) of the Township Code, we respectfully request a modification to the natural resource protection standards for the above-referenced property.

The subject parcel is an existing lot of record, created by subdivision in 2000. Attached to this letter is the recorded plan, identified as Plan No. 15514.

As shown on the plans submitted with the building permit application for the proposed single-family residence and associated improvements, the lot is almost entirely encumbered by natural resources, including wetlands, stream, riparian buffer, steep slopes, precautionary slopes, and woodlands. In developing the site layout, every effort has been made to minimize disturbance by:

- Locating the dwelling near the rear yard setback,
- Utilizing a walk-out basement to accommodate existing grades, and
- Incorporating retaining walls to limit earthwork and grading.

Despite these measures, the proposed grading, stormwater management, and on-lot septic system will exceed the permitted disturbance thresholds for woodlands, precautionary slopes, and steep slopes. As you are aware, when calculating allowable disturbance, overlapping resources must be netted out beginning with the most restrictive. Accordingly, while no disturbance is proposed within the wetlands, stream, or Riparian Buffer Zone 1, most of the proposed impacts are limited to the band of steep slopes traversing the center of the lot and the woodlands that cover nearly the entire parcel. The remaining precautionary slopes—after accounting for overlapping resources—total only 251 square feet and are confined to the area along the existing driveway easement where the proposed driveway will be located.

Given that this parcel is an existing lot of record and was originally created with the intent of being developed for a single-family home, we believe a modification to the natural resource protection standards is both reasonable and warranted. Strict application of the ordinance would impose an undue hardship on the property owner and effectively render the lot unbuildable.

Accordingly, we respectfully request that the Board grant the requested modification as reflected on the latest Lines and Grades Plan dated August 22, 2025, last revised October 24, 2025.



RE: 1506 Yeatmans Station Road

From Tom Schreier <tschreier@hillcrestassoc.com>

Date Fri 10/31/2025 4:26 PM

To Nathan M. Cline <ncline@pennoni.com>

Cc Matthew Littlejohn <MLittlejohn@newgarden.org>; Robert Weer <rweer@newgarden.org>; Kyle Solyak <ksolyak@tonogroup.com>

📎 1 attachment (6 MB)

_Set - 1995-1LG 10-27-2025.pdf;

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#) | [Report](#)

Good Afternoon All,

Please find attached the revised lines and grades plan for the above referenced property. In response to Nate's comments, I provide the following responses.

1. *A portion of the proposed work appears to be on private property and outside of the existing driveway easement.*

As you will note within the attached, the layout has been modified to propose the driveway connections within the existing driveway easement.

2. *The proposed use of the additional structure should be clarified for help in determining if it is permitted. As an example, is this a product that is sold?*

The Sausage shack is to permit his hobby to occur outside of the house. The smoked meats and sausages that he produces are not for sale and personal consumption.

3. *The proposed LOD of 0.98 acres is very tight; please provide clear notation regarding how this will be demarcated on site.*

As discussed with Nate and shown within the attached, the LOD will be demarcated with orange construction fence to ensure construction does not exceed 1 acre of disturbance. We have also added this to the sequence of construction to ensure that it gets done.

4. *Label and demonstrate the min. 150-foot width at the building line.*

As discussed with Nate, our property frontage is along Yeatmans Station Road, which has an overall frontage of 618.18'. As such, we have adjusted the setbacks to show the front yard along Yeatmans Station, rear yard along the common driveway easement and the side yard along the southern property line.

5. *It appears that the rear yard of 50-feet stops adjacent to the driveway easement; this should extend to the property limits. This would also impact the additional structure.*

As mentioned in the response to comment 4, we have adjusted the setbacks per our discussion with Nate. The accessory structure would be subject to accessory structure setbacks, which have been added to the Data Column.

6. *Natural Resource Protection standards are in Zoning so if they cannot be met, ZHB relief will be necessary.*

Per our email correspondence, this relief can be granted by the Board of Supervisors. Therefore, we request to be placed on the November agenda to

discuss this with them. If any additional information is needed to provide to them as part of their packets, please let me know.

Have a great weekend.

Thanks,



Thomas A. Schreier, RLA | Vice President

Ph: 610.274.8613 ext. 102 | C: 610.368.9667

www.HillcrestAssoc.com

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ELECTRONIC FILE TRANSFER DISCLAIMER: The enclosed electronic media is provided to RECIPIENT for no purpose other than as a convenience. In using it, modifying it or accessing information from it, RECIPIENT is responsible for confirmation, accuracy and checking of the data from the media. HILLCREST hereby disclaims any and all responsibility from any results obtained in use of this electronic media and does not guarantee any accuracy of the information. These electronic files are not construction or record documents. Differences may exist between these electronic files and corresponding hard-copy construction or record documents. We make no representation regarding the accuracy or completeness of the electronic files received. In the event that a conflict arises between the signed or sealed hard-copy documents prepared by us and the electronic files, the signed or sealed hard-copy documents shall govern. RECIPIENT is responsible for determining if any conflict exists. RECIPIENT understands the automated conversion of the information and data from the system and format used by HILLCREST to an alternate system or format cannot be accomplished without the possibility of introduction of inexactitudes, anomalies and errors. RECIPIENT agrees to assume all risk associated therewith, and to the fullest extent permitted by law, to hold harmless and indemnify HILLCREST from and against all claims, liabilities, losses, damages and cost, including but not limited to attorney's fees, arising therefrom or in connection therewith.

From: Nathan M. Cline <Ncline@Pennoni.com>

Sent: Monday, October 20, 2025 4:29 PM

To: Tom Schreier <tschreier@hillcrestassoc.com>

Cc: Matthew Littlejohn <mlittlejohn@newgarden.org>; Robert Weer <rweer@newgarden.org>
<rweer@newgarden.org>

Subject: 1506 Yeatmans Station Road

Tom – Thanks for connecting last week – in retrospect, the Twp. was closed Monday, hence Robert & Matt being unavailable. I've since briefed them. I understand that you may be making some edits, but wanted to follow up with some initial comments/concerns:

1. A portion of the proposed work appears to be on private property and outside of the existing driveway easement.
2. The proposed use of the additional structure should be clarified for help in determining if it is permitted. As an example, is this a product that is sold?
3. The proposed LOD of 0.98 acres is very tight; please provide clear notation regarding how this will be demarcated on site.
4. Label and demonstrate the min. 150-foot width at the building line.
5. It appears that the rear yard of 50-feet stops adjacent to the driveway easement; this should extend to the property limits. This would also impact the additional structure.
6. Natural Resource Protection standards are in Zoning so if they cannot be met, ZHB relief will be necessary.

I think that's everything at this point. We'll sit tight for now.

Matt/Robert – Attached is the record plan I was referencing the other day, cannot recall if you had a copy or not.

Thanks

Nathan M. Cline, PE

Office Director

Pennoni

158 West Gay Street, Suite 300 | West Chester, PA 19380

Direct: +1 610-422-2453 | **Mobile:** +1 610-888-8564

www.pennoni.com | NCline@Pennoni.com



[What's Possible Podcast Episode 2](#)

DATE	R-22-25
DESIGN BY	JFH
PROJECT NO.	1506
SCALE	N/A
CAD FILE NAME	R50-16-PR0

4 of 4

TEMPORARY SEEDING SPECIFICATIONS:

1. The contractor shall provide temporary seeding for all areas of exposed soil during construction. The seeding shall be applied in accordance with the following specifications:
 a. Seeding shall be applied to all areas of exposed soil greater than 100 square feet.
 b. Seeding shall be applied to all areas of exposed soil greater than 100 square feet.
 c. Seeding shall be applied to all areas of exposed soil greater than 100 square feet.
 d. Seeding shall be applied to all areas of exposed soil greater than 100 square feet.

PERMANENT SEEDING SPECIFICATIONS:

1. The contractor shall provide permanent seeding for all areas of exposed soil during construction. The seeding shall be applied in accordance with the following specifications:
 a. Seeding shall be applied to all areas of exposed soil greater than 100 square feet.
 b. Seeding shall be applied to all areas of exposed soil greater than 100 square feet.
 c. Seeding shall be applied to all areas of exposed soil greater than 100 square feet.
 d. Seeding shall be applied to all areas of exposed soil greater than 100 square feet.

TOPSOIL REPLACEMENT

1. The contractor shall provide topsoil replacement for all areas of exposed soil during construction. The topsoil shall be applied in accordance with the following specifications:
 a. Topsoil shall be applied to all areas of exposed soil greater than 100 square feet.
 b. Topsoil shall be applied to all areas of exposed soil greater than 100 square feet.
 c. Topsoil shall be applied to all areas of exposed soil greater than 100 square feet.

CUBIC YARDS OF TOPSOIL REQUIRED FOR APPLICATION TO VARIOUS DEPTHS

Depth (ft)	Per 1000 sq. ft. Area	Total Area
0.5	2.5	250
1.0	5.0	500
1.5	7.5	750
2.0	10.0	1000

RECYCLING OR DISPOSAL OF MATERIALS:

1. The contractor shall provide recycling or disposal of materials for all areas of exposed soil during construction. The materials shall be applied in accordance with the following specifications:
 a. Materials shall be applied to all areas of exposed soil greater than 100 square feet.
 b. Materials shall be applied to all areas of exposed soil greater than 100 square feet.

SMALL INSTALLATION:

1. The contractor shall provide small installation for all areas of exposed soil during construction. The installation shall be applied in accordance with the following specifications:
 a. Installation shall be applied to all areas of exposed soil greater than 100 square feet.
 b. Installation shall be applied to all areas of exposed soil greater than 100 square feet.

PCSM SMALL OPERATION & MAINTENANCE PLAN:

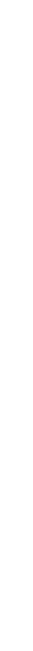
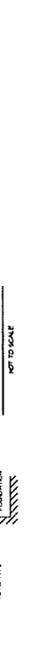
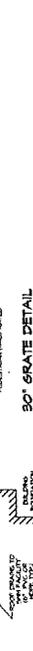
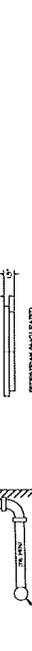
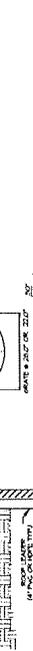
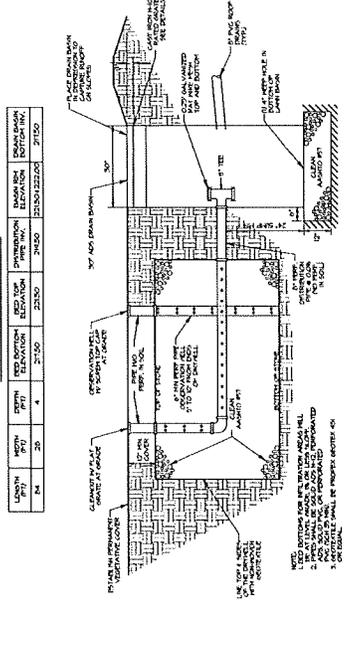
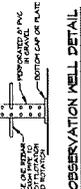
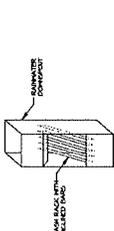
1. The contractor shall provide PCSM small operation & maintenance plan for all areas of exposed soil during construction. The plan shall be applied in accordance with the following specifications:
 a. Plan shall be applied to all areas of exposed soil greater than 100 square feet.
 b. Plan shall be applied to all areas of exposed soil greater than 100 square feet.

DRYWELL INSTALLATION:

1. The contractor shall provide drywell installation for all areas of exposed soil during construction. The installation shall be applied in accordance with the following specifications:
 a. Installation shall be applied to all areas of exposed soil greater than 100 square feet.
 b. Installation shall be applied to all areas of exposed soil greater than 100 square feet.

PCSM DRYWELL OPERATION & MAINTENANCE PLAN:

1. The contractor shall provide PCSM drywell operation & maintenance plan for all areas of exposed soil during construction. The plan shall be applied in accordance with the following specifications:
 a. Plan shall be applied to all areas of exposed soil greater than 100 square feet.
 b. Plan shall be applied to all areas of exposed soil greater than 100 square feet.



DATE	REVISION
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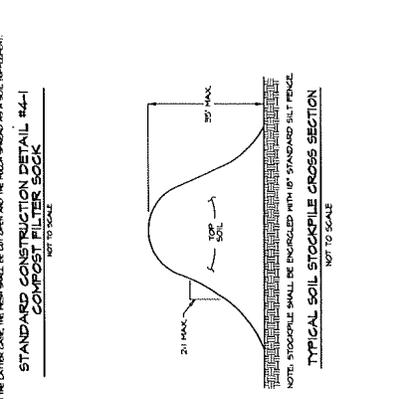
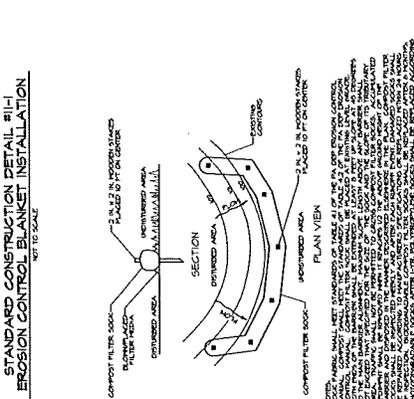
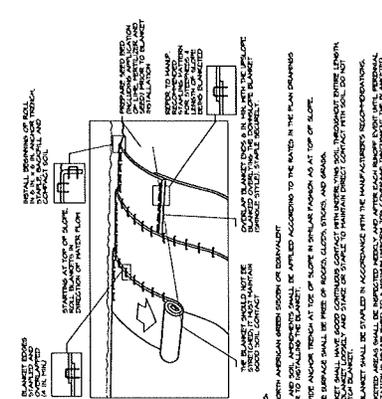
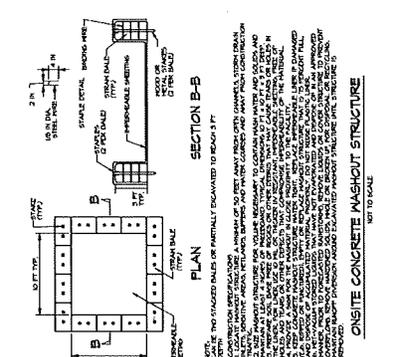
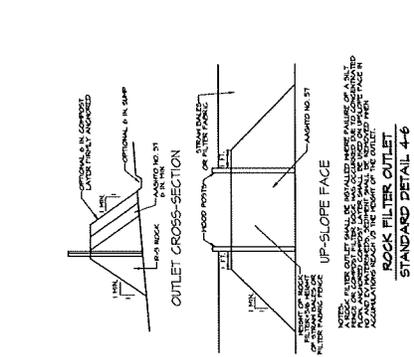
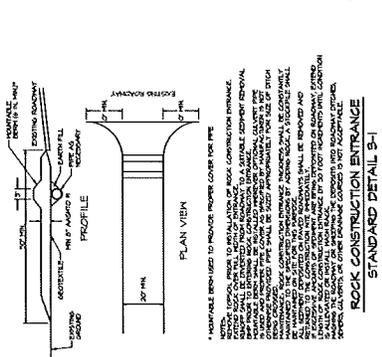
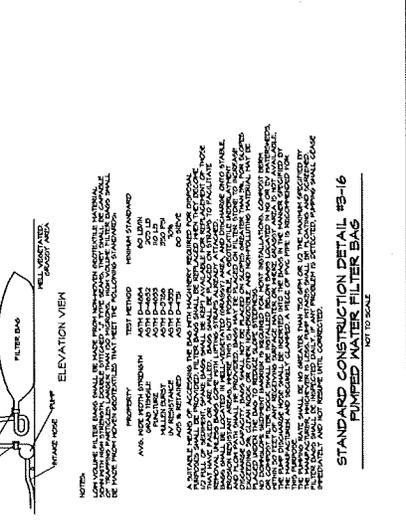
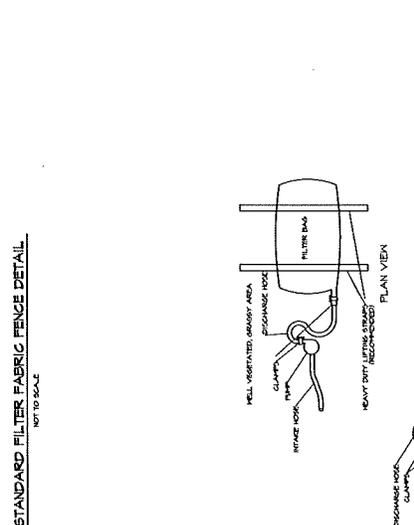
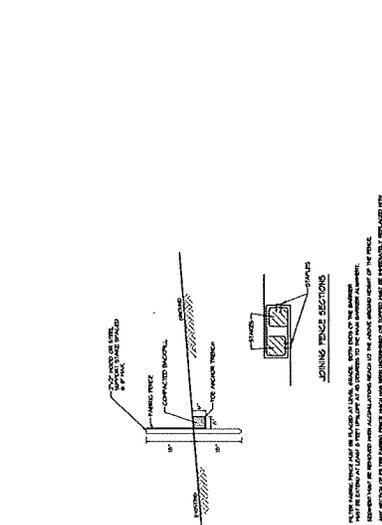
EROSION & SEDIMENT CONTROL NOTES:

1. Erosion and sediment control measures shall be installed and maintained in accordance with the Pennsylvania Department of Environmental Protection (PA DEP) Erosion and Sediment Control Manual, 2008 Edition, and any subsequent updates.
2. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate regulatory agencies.
3. Erosion and sediment control measures shall be installed prior to any earthmoving or construction activities.
4. Erosion and sediment control measures shall be maintained throughout the construction period.
5. Erosion and sediment control measures shall be removed or modified as construction progresses.
6. Erosion and sediment control measures shall be inspected and approved by the PA DEP.
7. Erosion and sediment control measures shall be installed in accordance with the manufacturer's instructions.
8. Erosion and sediment control measures shall be installed in accordance with the approved construction details.
9. Erosion and sediment control measures shall be installed in accordance with the approved construction details.
10. Erosion and sediment control measures shall be installed in accordance with the approved construction details.

E145 MAINTENANCE PROGRAM:

The contractor shall be responsible for developing and implementing a maintenance program for all erosion and sediment control measures. The program shall include the following:

1. Regular inspection and maintenance of all erosion and sediment control measures.
2. Prompt repair or replacement of any damaged or ineffective measures.
3. Removal of any debris or sediment that may accumulate on or around the measures.
4. Maintenance of access roads and other infrastructure.
5. Final site stabilization and revegetation.





November 11, 2025

NGTWP 00170

New Garden Township

Attn: Chris Himes, Township Manager
299 Starr Road
Landenberg, PA 19350

**RE: Pleasantville Farms, 160 Starr Road
Financial Security Release No. 2**

Dear Chris:

We have received a request for a reduction of the secured funds for the referenced project. Based upon field observations by our office, we recommend the following release in accordance with the attached documents:

Original Escrow Amount	\$	93,436.11
Released to Date	\$	<u>6,654.50</u>
Balance Prior to This Release.....	\$	86,781.61
Recommended by This Release	\$	<u>38,587.22</u>
Balance After This Release.....	\$	48,194.39

Included in this release are the following items: *Erosion Control, Storm Drainage, Site improvements, and Paving.*

In providing this information as to the status of the construction, Pennoni makes no representations (except where expressly stated herein to the contrary) as to the quality of the construction to date; its final conformance with applicable plans, specifications or municipal requirements; its ability to pass any applicable test requirements, or the cost or degree of future work, which will be required to complete the work to conform with applicable requirements. The information provided herein shall not be used by the recipient in determining any type of cost estimate except at the recipients own risk, and Pennoni expressly disclaims any and all liability for claims or damages arising from any construction deficiencies hereafter discovered.

Should you have any questions or comments, please contact the undersigned.

Sincerely,
PENNONI ASSOCIATES INC.

Nathan M. Cline, PE
Township Engineer

cc (via email): Township Team
Project Team

DECLARATION OF COMPLETION
ESCROW RELEASE No. 2

We the undersigned hereby declare that the work performed relative to construction at Pleasantville Farms, 160 Starr Road has been completed to the extent of \$38,587.22 and this Declaration authorizes the reduction of the escrow by the sum of \$38,587.22.

It is hereby agreed that the release of the said funds as authorized by this Declaration shall not be construed as the acceptance of work by the Township nor shall this Declaration act or constitute as any waiver by the Township of the work as completed. The Township reserves the right to inspect the said work and to require the Developer to correct any and all deficiencies.

Date: _____

Chris Himes
Township Manager

Date: 11/11/2025



Nathan M. Cline, PE
PENNONI
Township Engineer

Attn: Mark Gordon
 Re: Pleasantville Farms, 160 Starr Road

In accordance with the Township-Builders Escrow Agreement for public improvements for the above referenced project, we hereby request public monies to be released from escrow for the following items of work which have been completed:

Item	Description of Work	Scheduled value	Previously approved	This period	Total completed	Balance to finish
1	<u>Erosion Control</u>					
a.	Construction Entrance (Included in PennDOT's escrow)	\$ -	\$ -	\$ -	\$ -	\$ -
b.	Concrete Washout	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -
c.	12" Silt Sock	\$ 1,440.00	\$ 1,440.00	\$ -	\$ 1,440.00	\$ -
d.	18" Silt Sock (Included 300 L.F. in PennDOT's escrow)	\$ 1,575.00	\$ 1,575.00	\$ -	\$ 1,575.00	\$ -
e.	Tree Protection Fencing	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -
f.	Slope Stabilization (Included in PennDOT's escrow)	\$ -	\$ -	\$ -	\$ -	\$ -
g.	Orange Construction Fence	\$ 642.00	\$ 642.00	\$ -	\$ 642.00	\$ -
h.	Erosion Control Blanket - NAG S150	\$ 1,797.50	\$ 1,797.50	\$ -	\$ 1,797.50	\$ -
i.	Temporary Seeding	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
j.	Inlet Protection (Included 2 inlet protections in PennDOT's escrow)	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00
	Subtotal	\$ 8,154.50	\$ 6,654.50	\$ 250.00	\$ 6,904.50	\$ 1,250.00
	Combined Erosion Control This Period - Subtotal			\$ 250.00		
2	<u>Storm Drainage</u>					
a.	Type 'M' Inlet (Included 2 inlets in PennDOT's escrow)	\$ 7,000.00	\$ -	\$ 6,300.00	\$ 6,300.00	\$ 700.00
b.	Storm Manhole	\$ 1,500.00	\$ -	\$ 750.00	\$ 750.00	\$ 750.00
c.	12" Orifice (1-4)	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -
d.	15" HDPE Pipe	\$ 7,540.00	\$ -	\$ 7,540.00	\$ 7,540.00	\$ -
e.	18" HDPE Pipe	\$ 3,575.00	\$ -	\$ 3,575.00	\$ 3,575.00	\$ -
	Subtotal	\$ 19,865.00	\$ -	\$ 18,415.00	\$ 18,415.00	\$ 1,450.00
	Combined Storm Drainage This Period - Subtotal			\$ 18,415.00		
3	<u>Stormwater Management Facilities</u>					
a.	Swale 1	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
b.	Swale 2	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
c.	Swale 3	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00
d.	Swale 4	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00
e.	Swale 5	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
f.	Asphalt Swale	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
	Subtotal	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
	Combined Stormwater Management Facilities This Period - Subtotal			\$ -		
4	<u>Site Improvements</u>					
a.	Strip Topsoil and Stockpile	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -
b.	6" Rolled Asphalt Curbing	\$ 2,184.00	\$ -	\$ -	\$ -	\$ 2,184.00
c.	Retaining Walls	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -
d.	Fine Grading	\$ 1,000.00	\$ -	\$ 750.00	\$ 750.00	\$ 250.00
e.	As-Built Survey	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00
	Subtotal	\$ 12,684.00	\$ -	\$ 5,250.00	\$ 5,250.00	\$ 7,434.00
	Combined Site Improvements This Period - Subtotal			\$ 5,250.00		
5	<u>Paving</u>					
a.	6" 2A Subbase	\$ 15,444.44	\$ -	\$ 14,672.22	\$ 14,672.22	\$ 772.22
b.	2" wearing Course (9.5 mm)	\$ 21,622.22	\$ -	\$ -	\$ -	\$ 21,622.22
	Subtotal	\$ 37,066.66	\$ -	\$ 14,672.22	\$ 14,672.22	\$ 22,394.44
	Combined Paving This Period - Subtotal			\$ 14,672.22		
8	<u>Landscaping</u>					
a.	Evergreen Tree	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600.00
b.	Seeding	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
	Subtotal	\$ 2,100.00	\$ -	\$ -	\$ -	\$ 2,100.00
	Combined Landscaping This Period - Subtotal			\$ -		
	SUBTOTAL	\$ 82,870.16	\$ 6,654.50	\$ 38,587.22	\$ 45,241.72	\$ 37,628.44
	CONTINGENCY (10%)	\$ 8,287.02	\$ -	\$ -	\$ -	\$ 8,287.02
	TOWNSHIP INSPECTION (2.5%)	\$ 2,278.93	\$ -	\$ -	\$ -	\$ 2,278.93
	TOTAL	\$ 93,436.11	\$ 6,654.50	\$ 38,587.22	\$ 45,241.72	\$ 48,194.39
	APPROVED THIS RELEASE					



November 10, 2025

NGTWP00158

Attn: Chris Himes, Township Manager
New Garden Township
299 Starr Road
Landenberg, PA 19350

RE: Copperleaf Ridge (formerly Rouse Chamberlain) – 156 & 162 Bancroft Road
Financial Release No. 8

Dear Chris:

We have received a request for a reduction of the financial security for the above referenced project. Based upon field inspections, we recommend the following release in accordance with the attached documents:

Original Escrow Amount	\$ 2,761,886.52
Released to Date	\$ <u>1,810,788.97</u>
Balance Prior to This Release.....	\$ 951,097.55
Recommended by This Release	\$ <u>295,877.40</u>
Balance After This Release.....	\$ 655,220.15

Included in this release are the following items: *Mobilization, Storm Sewer Construction, Miscellaneous, Contingency, and Township Inspection.*

In providing this information as to the status of the construction, Pennoni Associates Inc. makes no representations (except where expressly stated herein to the contrary) as to the quality of the construction to date; its final conformance with applicable plans, specifications, or municipal requirements; its ability to pass any applicable test requirements, or the cost or degree of future work, which will be required to complete the work to conform with applicable requirements. The information provided herein shall not be used by the recipient in determining any type of cost estimate except at the recipients own risk, and Pennoni Associates Inc. expressly disclaims any and all liability for claims or damages arising from any construction deficiencies hereafter discovered.

Should you have any questions or comments, please contact the undersigned.

Sincerely,

PENNONI ASSOCIATES INC.

Nathan M. Cline, PE
Township Engineer

cc: Greg Graham, Rouse Chamberlin

DECLARATION OF COMPLETION
ESCROW RELEASE No. 8

We the undersigned hereby declare that the work performed relative to construction at Copperleaf Ridge has been completed to the extent of \$295,877.40 and this Declaration authorizes the reduction of the escrow by the sum of \$295,877.40.

It is hereby agreed that the release of the said funds as authorized by this Declaration shall not be construed as the acceptance of work by the Township nor shall this Declaration act or constitute as any waiver by the Township of the work as completed. The Township reserves the right to inspect the said work and to require the Developer to correct any and all deficiencies.

Date: _____

Chris Himes
Township Manager

Date: 11/10/2025



Nathan M. Cline, PE
PENNONI
Township Engineer

Attn: Chris Himes
 Re: Copperleaf Ridge

In accordance with the Township-Builders Escrow Agreement for public improvements for the above referenced project, we hereby request public monies to be released from escrow for the following items of work which have been completed:

Item	Description of Work	Scheduled value	Previously approved	This period	Total completed	Balance to finish
1	<u>Mobilization</u>					
a.	Mobilization	\$ 16,000.00	\$ 12,000.00	\$ 3,200.00	\$ 15,200.00	\$ 800.00
	Subtotal	\$ 16,000.00	\$ 12,000.00	\$ 3,200.00	\$ 15,200.00	\$ 800.00
	Combined Mobilization This Period- Subtotal			\$ 3,200.00		
2	<u>Demolition</u>					
a.	Removal of Existing Features (Wire Fence, Chain-link Fence, Concrete, Pumphouse, etc.)	\$ 29,740.15	\$ 29,740.15	\$ -	\$ 29,740.15	\$ -
	Subtotal	\$ 29,740.15	\$ 29,740.15	\$ -	\$ 29,740.15	\$ -
	Combined Demolition This Period- Subtotal			\$ -		
3	<u>Erosion Control</u>					
a.	Extended Construction Entrance	\$ 12,327.08	\$ 12,327.08	\$ -	\$ 12,327.08	\$ -
b.	OCF/Tree Protection Fence	\$ 11,861.30	\$ 11,861.30	\$ -	\$ 11,861.30	\$ -
c.	Stil Sock Inlet Protection	\$ 8,319.34	\$ 8,319.34	\$ -	\$ 8,319.34	\$ -
d.	18" Silt Sock	\$ 12,155.00	\$ 12,155.00	\$ -	\$ 12,155.00	\$ -
e.	Temp Seed Topsoil Stockpiles	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -
f.	Maintenance of E&S	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00
g.	Orange Construction Fence (Infiltration Areas)(Added Above)	\$ -	\$ -	\$ -	\$ -	\$ -
h.	Staging Area (no staging areas on plans)	\$ -	\$ -	\$ -	\$ -	\$ -
i.	E&S Removal	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00
j.	12" Sock	\$ 3,960.50	\$ 3,960.50	\$ -	\$ 3,960.50	\$ -
k.	32" Sock	\$ 4,239.90	\$ 4,239.90	\$ -	\$ 4,239.90	\$ -
l.	Temporary Swale #4	\$ 1,152.00	\$ 1,152.00	\$ -	\$ 1,152.00	\$ -
m.	N.A.G. S-75 Erosion Control Blanket	\$ 7,863.75	\$ 7,863.75	\$ -	\$ 7,863.75	\$ -
n.	Temp Seed and Mulch (incl above)	\$ -	\$ -	\$ -	\$ -	\$ -
o.	Permanent Seed and Mulch	\$ 8,500.00	\$ 2,125.00	\$ -	\$ 2,125.00	\$ 6,375.00
	Subtotal	\$ 83,878.87	\$ 65,503.87	\$ -	\$ 65,503.87	\$ 18,375.00
	Combined Erosion Control This Period - Subtotal			\$ -		
4	<u>Sediment Basin 1</u>					
a.	De-Watering Facility	\$ 358.87	\$ 358.87	\$ -	\$ 358.87	\$ -
b.	Clean Out Stake	\$ 67.83	\$ 67.83	\$ -	\$ 67.83	\$ -
c.	Strip Topsoil & Stockpile	\$ 3,281.25	\$ 3,281.25	\$ -	\$ 3,281.25	\$ -
d.	Cut, Fill & Compact	\$ 1,556.25	\$ 1,556.25	\$ -	\$ 1,556.25	\$ -
e.	Cut Excess to Roads and Compact	\$ 9,856.25	\$ 9,856.25	\$ -	\$ 9,856.25	\$ -
f.	Excavate/Backfill Basin Key Trench	\$ 3,664.00	\$ 3,664.00	\$ -	\$ 3,664.00	\$ -
g.	Replace Topsoil	\$ 5,125.00	\$ 5,125.00	\$ -	\$ 5,125.00	\$ -
h.	P300 Spillway Matting w Rip Rap Dissipator	\$ 9,941.75	\$ 9,941.75	\$ -	\$ 9,941.75	\$ -
i.	Dewater Exsiting Basin	\$ 14,557.95	\$ 14,557.95	\$ -	\$ 14,557.95	\$ -
j.	Rake & Seed	\$ 5,652.50	\$ 5,652.50	\$ -	\$ 5,652.50	\$ -
k.	Baffle Wall	\$ 5,374.99	\$ 5,374.99	\$ -	\$ 5,374.99	\$ -
l.	Skimmer w Stone Horseshoe Berm	\$ 3,015.93	\$ 3,015.93	\$ -	\$ 3,015.93	\$ -
m.	Horseshoe Berm (included w skimmer above)	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ 62,452.57	\$ 62,452.57	\$ -	\$ 62,452.57	\$ -
	Combined Sediment Basin #1 This Period - Subtotal			\$ -		
5	<u>Roadway and Earthwork</u>					
a.	Strip Topsoil & Stockpile	\$ 20,625.00	\$ 20,625.00	\$ -	\$ 20,625.00	\$ -
b.	Cut, Fill and Compact	\$ 18,467.50	\$ 18,467.50	\$ -	\$ 18,467.50	\$ -
c.	Borrow from Lots and Compact	\$ 20,335.00	\$ 20,335.00	\$ -	\$ 20,335.00	\$ -
d.	Fine Grade Swales	\$ 6,536.25	\$ 6,536.25	\$ -	\$ 6,536.25	\$ -
e.	S-75 Roadside Matting at Entrances	\$ 5,818.75	\$ 2,909.37	\$ -	\$ 2,909.37	\$ 2,909.38
f.	Fine Grade Paving Areas	\$ 8,925.00	\$ 8,032.50	\$ -	\$ 8,032.50	\$ 892.50
g.	Replace Topsoil	\$ 1,610.25	\$ -	\$ -	\$ -	\$ 1,610.25
h.	Retaining Wall (4' x 167')	\$ 26,873.64	\$ 26,873.64	\$ -	\$ 26,873.64	\$ -
i.	Fine Grade Pads	\$ 9,739.40	\$ 9,739.40	\$ -	\$ 9,739.40	\$ -
	Subtotal	\$ 118,930.79	\$ 113,518.66	\$ -	\$ 113,518.66	\$ 5,412.13
	Combined Roadway and Earthwork This Period - Subtotal			\$ -		

Attn: Chris Himes
Re: Copperleaf Ridge

In accordance with the Township-Builders Escrow Agreement for public improvements for the above referenced project, we hereby request public monies to be released from escrow for the following items of work which have been completed:

Item	Description of Work	Scheduled value	Previously approved	This period	Total completed	Balance to finish
6	Storm Sewer Construction					
a.	15" HDPE	\$ 74,673.36	\$ 74,673.36	\$ -	\$ 74,673.36	\$ -
b.	18" HDPE	\$ 27,473.61	\$ 27,473.61	\$ -	\$ 27,473.61	\$ -
c.	24" HDPE 4-8'	\$ 58,741.53	\$ 58,741.53	\$ -	\$ 58,741.53	\$ -
d.	24" HDPE 8-12'	\$ 14,447.84	\$ 14,447.84	\$ -	\$ 14,447.84	\$ -
e.	30" RCP	\$ 5,212.62	\$ 5,212.62	\$ -	\$ 5,212.62	\$ -
f.	Storm Inlets	\$ 137,939.24	\$ 124,145.31	\$ -	\$ 124,145.31	\$ 13,793.93
g.	Storm Manholes	\$ 44,512.38	\$ 40,060.62	\$ -	\$ 40,060.62	\$ 4,451.76
h.	Outlet Structures w Trash Rack	\$ 9,700.00	\$ 9,700.00	\$ -	\$ 9,700.00	\$ -
i.	Pre-Cast Anti-Seep Collars	\$ 8,357.24	\$ 8,357.24	\$ -	\$ 8,357.24	\$ -
j.	Endwalls/Headwalls	\$ 16,074.36	\$ 16,074.36	\$ -	\$ 16,074.36	\$ -
k.	Double Endwalls	\$ 9,460.16	\$ 9,460.16	\$ -	\$ 9,460.16	\$ -
l.	Rip Rap Dissipators	\$ 5,498.84	\$ 5,498.84	\$ -	\$ 5,498.84	\$ -
m.	17' 9" x 3' 10" Alum Box Culvert	\$ 184,894.50	\$ 46,223.62	\$ 129,426.15	\$ 175,649.77	\$ 9,244.73
n.	13' 0" x 3' 0" Alum Box Culvert	\$ 173,744.76	\$ 43,436.19	\$ 121,621.33	\$ 165,057.52	\$ 8,687.24
o.	11' 8" x 5' 9" Alum Box Culvert	\$ 159,581.80	\$ 159,581.80	\$ -	\$ 159,581.80	\$ -
p.	SWM BMP 2	\$ 197,129.05	\$ 177,416.14	\$ -	\$ 177,416.14	\$ 19,712.91
q.	SWM BMP 3	\$ 109,512.92	\$ 98,561.62	\$ -	\$ 98,561.62	\$ 10,951.30
r.	Trash Rack (Outlet Structure) (Include w OS above)	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ 1,236,954.21	\$ 919,064.86	\$ 251,047.48	\$ 1,170,112.34	\$ 66,841.87
	Combined Storm Sewer Construction This Period - Subtotal			\$ 251,047.48		
7	Curbing					
a.	Excavate & Backfill Curb	\$ 14,818.50	\$ 13,336.65	\$ -	\$ 13,336.65	\$ 1,481.85
b.	18" Curb	\$ 91,536.50	\$ 82,382.85	\$ -	\$ 82,382.85	\$ 9,153.65
	Subtotal	\$ 106,355.00	\$ 95,719.50	\$ -	\$ 95,719.50	\$ 10,635.50
	Combined Curbing This Period - Subtotal			\$ -		
8	Paving Roads/Parking Stalls					
a.	Stone Subbase (7" 2A Mod)	\$ 75,671.25	\$ 64,320.56	\$ -	\$ 64,320.56	\$ 11,350.69
b.	Paving 6" Base (2 lifts)	\$ 179,647.50	\$ 152,700.37	\$ -	\$ 152,700.37	\$ 26,947.13
c.	Paving 2" Binder	\$ 72,519.30	\$ 61,641.40	\$ -	\$ 61,641.40	\$ 10,877.90
d.	Paving 1.5" Wearing	\$ 68,106.75	\$ -	\$ -	\$ -	\$ 68,106.75
e.	Tack Coat	\$ 1,790.60	\$ -	\$ -	\$ -	\$ 1,790.60
f.	Curb Sealing	\$ 3,293.00	\$ -	\$ -	\$ -	\$ 3,293.00
g.	Mill Asphalt Butt Joint	\$ 672.80	\$ -	\$ -	\$ -	\$ 672.80
	Subtotal	\$ 401,701.20	\$ 278,662.33	\$ -	\$ 278,662.33	\$ 123,038.87
	Combined Paving Roads/Parking Stalls This Period - Subtotal			\$ -		
9	Bancroft Road Widening					
a.	Excavate Road Widening	\$ 10,325.70	\$ 5,162.85	\$ -	\$ 5,162.85	\$ 5,162.85
b.	Stone Subbase (7" 2A Mod)	\$ 16,913.05	\$ 14,376.09	\$ -	\$ 14,376.09	\$ 2,536.96
c.	Paving 6" Base (2 lifts)	\$ 17,486.70	\$ 8,743.35	\$ -	\$ 8,743.35	\$ 8,743.35
d.	Paving 2" Binder	\$ 7,653.80	\$ 3,826.90	\$ -	\$ 3,826.90	\$ 3,826.90
e.	Paving 1.5" Wearing	\$ 13,291.25	\$ -	\$ -	\$ -	\$ 13,291.25
f.	Tack Coat & Joint Seal	\$ 2,704.75	\$ -	\$ -	\$ -	\$ 2,704.75
g.	Neat Swa Cut w Flagman	\$ 12,716.00	\$ -	\$ -	\$ -	\$ 12,716.00
h.	Mill 1' Tie-in Joint	\$ 6,364.80	\$ -	\$ -	\$ -	\$ 6,364.80
	Subtotal	\$ 87,456.05	\$ 32,109.19	\$ -	\$ 32,109.19	\$ 55,346.86
	Combined Bancroft Road Widening This Period - Subtotal			\$ -		
10	Basin/Trap Conversion					
a.	Convert Detention Basin 1	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00
	Subtotal	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00
	Combined Basin/Trap Conversion This Period - Subtotal			\$ -		
11	Miscellaneous					
a.	Street Lights	\$ 22,800.00	\$ -	\$ -	\$ -	\$ 22,800.00
b.	Sidewalks (4' wide x 2,645 lf)	\$ 63,480.00	\$ -	\$ -	\$ -	\$ 63,480.00
c.	Driveway Aprons	\$ 21,450.00	\$ -	\$ -	\$ -	\$ 21,450.00
d.	Ramps	\$ 7,200.00	\$ -	\$ -	\$ -	\$ 7,200.00
e.	4" Stone Subbase (Sidewalk, Aprons, Ramps)	\$ 13,064.00	\$ -	\$ -	\$ -	\$ 13,064.00
f.	Planting - Shade Trees	\$ 39,520.00	\$ -	\$ -	\$ -	\$ 39,520.00
g.	Planting - Evergreen Trees	\$ 21,150.00	\$ -	\$ -	\$ -	\$ 21,150.00
h.	Planting - Shrubs	\$ 4,140.00	\$ -	\$ -	\$ -	\$ 4,140.00
i.	Street Signs & Striping	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00
j.	As-Built Plans	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00
k.	Monuments	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
l.	Fence or Railing (Retaining Wall)	\$ 2,505.00	\$ -	\$ -	\$ -	\$ 2,505.00
m.	Fence or Railing (Culvert X-ings just Swaynes Way)	\$ 330.00	\$ -	\$ -	\$ -	\$ 330.00
n.	Construction Stakeout	\$ 12,000.00	\$ 9,000.00	\$ 2,400.00	\$ 11,400.00	\$ 600.00
o.	Concrete Washout	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00
	Subtotal	\$ 228,389.00	\$ 9,000.00	\$ 2,400.00	\$ 11,400.00	\$ 216,989.00
	Combined Miscellaneous This Period - Subtotal			\$ 2,400.00		

NEW GARDEN TOWNSHIP
 299 Starr Road
 Landenberg, PA 19350

NGTWP 00158
 Financial Security Release No. 8
 November 10, 2025

Attn: Chris Himes
 Re: Copperleaf Ridge

In accordance with the Township-Builders Escrow Agreement for public improvements for the above referenced project, we hereby request public monies to be released from escrow for the following items of work which have been completed:

Item	Description of Work	Scheduled value	Previously approved	This period	Total completed	Balance to finish
	SUBTOTAL	\$ 2,396,857.84	\$ 1,617,771.13	\$ 256,647.48	\$ 1,874,418.61	\$ 522,439.23
	CONTINGENCY (10%)	\$ 239,685.78	\$ 163,057.12	\$ 25,664.75	\$ 188,721.87	\$ 50,963.91
	TOWNSHIP INSPECTION (5%)	\$ 119,842.89	\$ 29,960.72	\$ 13,565.17	\$ 43,525.89	\$ 76,317.00
	NPDES NOT Engineer Prep and Inspection	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,500.00
	TOTAL	\$ 2,761,886.52	\$ 1,810,788.97	\$ 295,877.40	\$ 2,106,666.37	\$ 655,220.15
	APPROVED THIS RELEASE			\$ 295,877.40		



New Garden Township

299 Starr Road • Landenberg, PA 19350

Memorandum

Date: October 15, 2025

To: Chris Himes, Township Manager

From: Robert Weer, Township Zoning Officer

Re: Road Detour – Penn Green Rd

Chris,

The following is a summary of a request to use Township Roads as a detour for short term State Road closure.

Pleasantville Farms is an approved Land Development Plan located at 160 Starr Rd with an improved entrance from Penn Green Rd. The Land Development Plan requires on-site stormwater improvements that are being constructed. During the construction it was determined that a large pipe under Penn Green Rd has significant deterioration and needs replaced. Penn Green Rd is a PENNDOT road that is surrounded by Township roads.

The request is to use Starr Rd and Santilli Rd as a detour route. The work would be completed on a weekend with final paving on Monday with the road open, however traffic control for one lane closures. The Township Traffic Engineer and Public Works Director have reviewed the detour plan and are coordinating some technical comments.

Action required:

The BOS either approves the request, approves with conditions, or denies the request.

Respectfully,

Robert F. Weer Jr.

October 15, 2025

Mr. Christopher Himes
Township Manager
New Garden Township
299 Starr Road
Landenberg, PA 19350

RE: Traffic Engineering Review
160 Starr Road – Pleasantville Farms
New Garden Township, Chester County
Bowman Project No. 311210-01-001

Dear Mr. Himes:

Bowman completed a traffic review of the proposed Pleasantville Farms development located on the southwest corner of Penn Green Road (S.R. 3009) and Starr Road, which is currently in construction. This letter follows a site meeting on September 23, 2025, attended by representatives from the applicant, PennDOT, and the Township. We offer the following comments for the Township's consideration.

Penn Green Road Pipe Replacement

Based on coordination with PennDOT, the applicant is responsible to replace an existing stormwater drainage pipe under Penn Green Road (S.R. 3009). In order to replace the pipe, the applicant proposes to close and detour the section of Penn Green Road between Santilli Road and Starr Road. The applicant proposes to use Starr Road and Santilli Road (both Township owned roads) for the detour route. We offer the following comments regarding the detour route.

1. Based on our review of the Detour Plan, prepared by Padula Engineering, last revised October 7, 2025, we offer the following comments. A plan markup is also included to summarize these comments:
 - a. Please add a supplemental "Penn Green Road" sign (sign M) to signs C, D, E, F G, H, and N.
 - b. We recommend signs should be placed at the work area on Penn Green Road in both directions which reads "Road to be closed on or about (DATE)". These signs should be placed at least two weeks ahead of the scheduled road closure.
 - c. The plans should be revised to provide a M4-9SL sign on westbound Starr Road in advance of Santilli Road with a supplemental "Penn Green Road" sign (sign M) and a M4-9SR sign on northbound Santilli Road in advance of Starr Road with a supplemental

- "Penn Green Road" sign (sign M) to give drivers advance warning of the upcoming detour route turn.
- d. Please revise the plans to remove sign B located on the south side of the work area near the Penn Green Road/Santilli Road intersection, and replace it with signs K, G and M.
 - e. Please clarify whether signs J and H at the intersection of Penn Green Road and Starr Road are proposed to be mounted on a Type III barricade.
2. The applicant should be responsible to notify the property owners along Santilli Road and Starr Road regarding the proposed detour.
 3. A note should be added to the plan which states that the proposed work and associated detour will occur during a weekend (i.e., Saturday and Sunday) time period.
 4. The applicant should ensure that full access to the existing driveways within the work area are maintained and accessible during the detour.
 5. The applicant should be responsible for any damage that occurs along the detour route (Santilli Road and Starr Road) as a result of the increased traffic and turning movements at the Starr Road/Santilli Road intersection. The Township should complete pre-detour and post-detour inspections along the detour route in order to assess any damage.

Proposed Driveway Sight Distance

In order to obtain adequate sight distance for traffic exiting the proposed Penn Green Road (S.R. 3009) driveway looking to the left (i.e., to the north along Penn Green Road), the approved Highway Occupancy Permit (HOP) plan shows regrading of the embankment along the northern Penn Green Road site frontage. However, as discussed at the field meeting, this regrading requires an existing Verizon utility pole to be relocated. Based on the potential extended timeline for Verizon to relocate this pole, there will likely be a period of time when the site is open and operational, but the necessary embankment regrading is not completed. As such, we recommend the proposed driveway should not be open to traffic, and further recommend the proposed driveway should not be connected to Penn Green Road until the required embankment regrading is completed. During this time, subject to PennDOT agreement, it may be possible for the applicant to use the current construction entrance to the site, until such time as the regrading is completed and the sight distance issue is addressed. The applicant must seek PennDOT approval for this interim access condition. The Township should be copied on all correspondence with PennDOT during this process.

If there are any questions or if additional information is requested, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink that reads "Christopher J. Williams". The signature is written in a cursive, flowing style.

Christopher J. Williams, P.E.
Vice President & Regional Manager – Mid-Atlantic

CJW/JDG

cc: Robert Weer, Director of Community Development & Safety
Winnifred M. Sebastian, Esq., Lamb McErlane, PC
Nathan Cline, P.E., Pennoni Associates, Inc.
Gale Ferranto, Pleasantville Farms, LLC
Mark J. Padula, P.E., Padula Engineering

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NEW GARDEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

RESOLUTION No. 2025 -16

AND NOW THIS ____ day of _____, 2025 be it and it is hereby resolved by the Board of Supervisors of New Garden Township, Chester County, Pennsylvania as follows:

WHEREAS on March 20, 2023 the New Garden Township Board of Supervisors granted final land development approval for Pleasantville Farms for property along Penn Green Road; and

WHEREAS said land development plan includes within it certain improvements to Penn Green Road, a Pennsylvania state road controlled by PennDOT; and

WHEREAS such construction and improvements require the closing of a portion of Penn Green Road during the period of construction; and

WHEREAS the Board of Supervisors of New Garden Township has authority under the Second Class Township Code and also having received approval from PennDOT to order the closing of Penn Green Road and the establishment of detours.

NOW THEREFORE based upon the above the Board of Supervisors of New Garden Township hereby RESOLVES as follows:

- A. Signs shall be placed at the work area on Penn Green Road in both directions which read: Road to be closed on or about [date of closure]. These signs shall be placed at least 2 weeks ahead of the scheduled road closure.
- B. M4-9SL signs shall be placed on westbound Starr Road in advance of Santilli Road with a supplemental “Penn Green Road” sign (Sign M) and a M4-9SR sign on northbound Santilli Road in advance of Starr Road with a supplemental “Penn Green Road” sign (Sign M) to give drivers advance warning of the upcoming detour route turn.
- C. The proposed work at associated detour will occur during a weekend time period.
- D. Pleasantville Farms shall ensure that full access to the existing driveways within the work area are maintained and accessible during the detour.

E. The detour route and the placement of signs is in accordance with the map attached as Exhibit 1 and incorporated herein by reference, which shows the portion of Penn Green Road to be closed and the detours along Starr Road and Santilli Road. The detours shall be conducted in accordance with this plan as approved by the Township Engineer

The New Garden Township Board of Supervisors hereby notifies the public that it has, by written correspondence, notified the Pennsylvania State Police, Emergency Management Personnel and organizations and Avondale Fire and Ambulance Company of the partial road closure.

RESOLVED this ____ day of _____, 2025.

ATTEST:

SUPERVISORS:

Ted Gallivan, Chairman

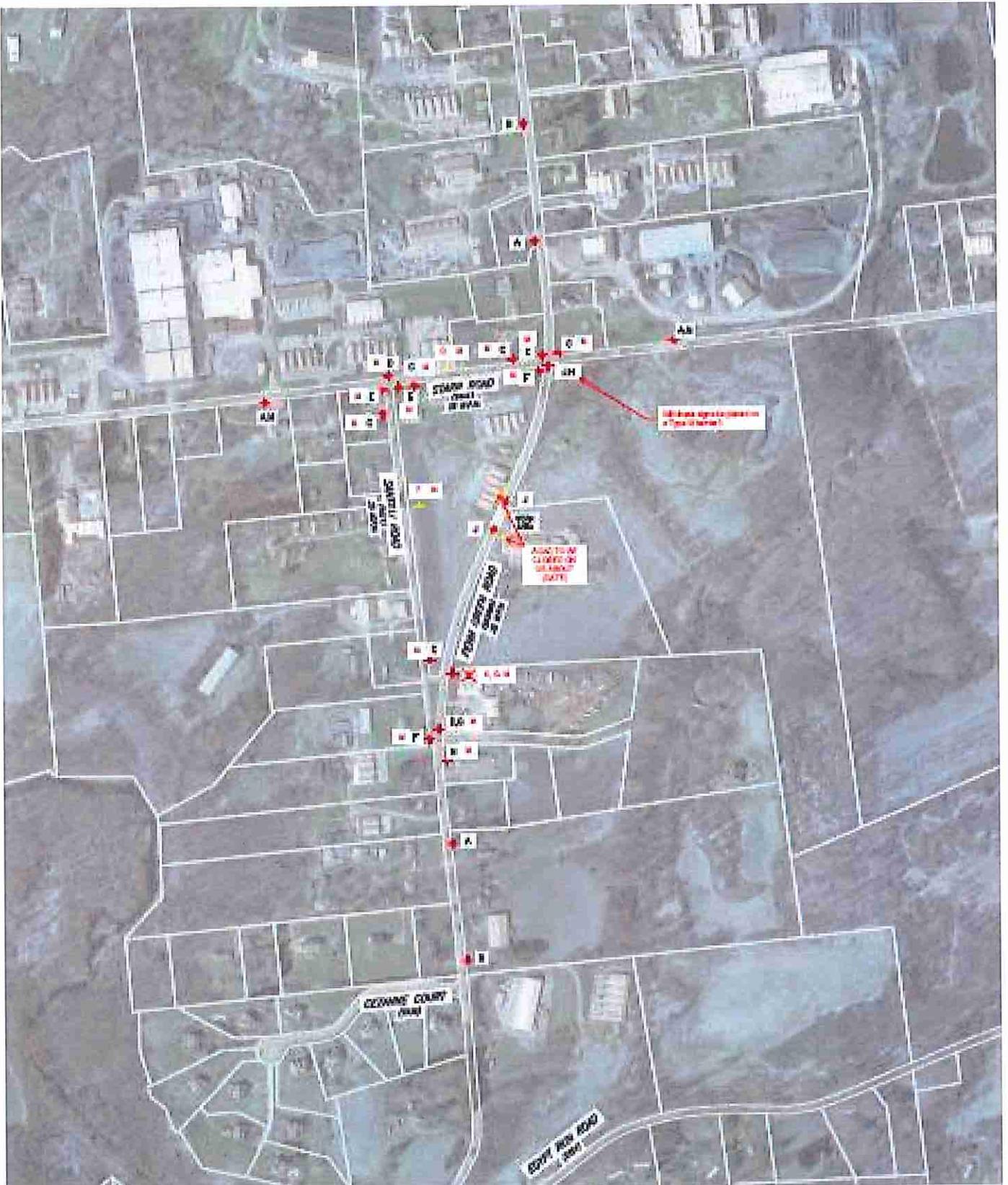
Stephen Allaband, Vice Chairman

David Unger, Member

Kristie Brodowski, Member

Troy Wildrick, Member

EXHIBIT 1



LPT: 01-3-2021

NEW GARDEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2025-017

AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the New Garden Township of Chester County Authorizing Submission of Local Share Account (LSA) Grant Application on Behalf of Southern Chester County Emergency Medical Services Inc., hereby request a Statewide Local Share Assessment grant of \$77,387.26 from the Commonwealth Financing Authority to be used for State of the Art 9-1-1 Advanced Life Support (ALS) paramedic responder vehicle for Southern Chester County EMS (SCCEMS)-MEDIC 94.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Ted Gallivan (Chairman of the Board) and Christopher Himes (Township Manager) as the official(s) to execute all documents and agreements between the New Garden Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Christopher Himes, duly qualified Secretary of the New Garden Township Board of Supervisors, Chester County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Supervisors at a regular meeting held November 17th, 2025 and said Resolution has been recorded in the Minutes of the New Garden Township and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the New Garden Township, this 17th day of November, 2025.

NEW GARDEN TOWNSHIP
Chester County, Pennsylvania

Township Secretary

NEW GARDEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2025-017

BE IT RESOLVED, AUTHORIZED OFFICIAL RESOLUTION

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This Resolution adopted this 17th day of November, 2025 by the New Garden Township Board of Supervisors.

ATTEST:

SUPERVISORS:

Ted Gallivan, Chairman

Stephen Allaband, Vice Chairman

Kristie Brodowski, Member

David Unger, Member

Troy Wildrick, Member