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April 5, 2019

Middletown Township
c/o Joseph A. Damico, Jr., Esquire
Petrikin, Wellman, Damico, Brown & Petrosa
109 Chesley Drive
The William Penn Building
Media, PA 19063

RE: REAL ESTATE APPRAISAL REPORT
79.411 NET ACRES OF LAND (80.992 GROSS ACRES)
LOCATED ON THE NORTH SIDE OF
FORGE ROAD AND THE WEST SIDE OF VALLEY ROAD
MIDDLETOWN TOWNSHIP, DELAWARE COUNTY
GLEN MILLS, PENNSYLVANIA 19342
A PORTION OF TAX FOLIO NO. 27-00-00628-00; AND
A PORTION OF TAX MAP 27-09-001-000
CLC JOB NO. 18-432

Mr. Damico:

This real estate appraisal report results from the development of a complete analysis of the subject property. The Uniform Standards of Professional Appraisal Practice (“USPAP”) Standards Rule 2-2 identifies the minimum requirements of an appraisal report, and it is our opinion that the content of this report meets the requirements.

USPAP Standard 1 and the Scope of Work Rule of USPAP set forth the minimum requirements to follow in the appraisal development process. USPAP Standard 2 sets forth the minimum requirements to follow in the appraisal communication process. It is our opinion that we have completed this assignment in accordance with Standard 1 and Standard 2, and that we have completed a sufficient investigation to achieve a credible assignment result.

We have made an investigation of the land comprising the subject property, the subject neighborhood, current assessment and real estate tax factors, zoning, prevailing market trends, and other factors detailed in the attached report for the purpose of estimating the market value of the above captioned property. We estimate the market value of the subject fee simple interest as of March 25, 2019 to be:

- SEVEN MILLION FIVE HUNDRED FORTY THOUSAND DOLLARS -

(\$7,540,000)

We have reflected in our value the actual conditions existing at the subject property on the valuation date. Our estimates apply to the land as physically constituted; and our estimate reflects prevailing trends in the real estate market. We have made a careful inspection, study, and analysis of the property; and have considered all factors which, in our opinion, would tend to influence the market value of the subject land as of the date of valuation.

Our findings and conclusions can be summarized as:

<u>Report Option</u>	Real estate appraisal report.
<u>The Problem to be Solved</u>	To estimate the market value of the subject fee simple interest as of March 25, 2019.
<u>Clients for the Assignment</u>	Middletown Township, Delaware County; and the Law Firm of Petrikin, Wellman, Damico, Brown & Petrosa.
<u>Intended Use of the Report</u>	This report was prepared in connection with the potential acquisition of the subject land.
<u>Intended Users of the Report</u>	Middletown Township, Delaware County; the Law Firm of Petrikin, Wellman, Damico, Brown & Petrosa; and the Pennsylvania Department of Conservation and Natural Resources (DCNR).
<u>Hypothetical Conditions</u>	None.
<u>Extraordinary Assumptions</u>	None.
<u>Owner</u>	Sleighton Farm School.
<u>Occupant</u>	The subject is a vacant tract of land.
<u>Land Data</u>	79.411 net acre (80.992 gross acre measured to the center line of Forge Road and the center line of Valley Road) irregularly shaped interior parcel with 1,320.02' frontage on the north side of Forge Road and 975.75' frontage on the west

side of Valley Road.

Building Data

8 dilapidated buildings are situated on the subject site. It is our opinion that each of the buildings has reached the end of its economic life, and add no value to the subject land.

Assessment

The subject is assessed as a larger tract of land. The entire subject parcel is assessed for \$3,267,048.

Zoning

I-3, Institutional District.

Potential Environmental Concerns

While there are no apparent negative environmental factors affecting the subject, this report should not be relied upon as an environmental audit of the subject. Concerns about environmental issues should be resolved through the services of a professional qualified to make such a determination.

Highest and Best Use

While the subject tract is zoned I-3, Institutional District, it is our opinion that that site could be developed in accordance with the development controls similar to the nearby R-1A Residential zoning district or the PRD-Planned Residential Development Zoning District. We believe that the highest and best use of the subject land is for residential development.

Dates of Inspection

January 2, 2019
March 24, 2019

The Financial Services Modernization Act of 1999, known as The Gramm-Leach-Bliley Act, has been interpreted to include real estate appraisers as financial institutions in certain instances. Accordingly, it is necessary for us to disclose our policies and practices regarding nonpublic personal and financial information. While we may be provided with or we may collect various personal information or various financial information in the course of providing appraisal services, we treat this information as confidential. We do not share, sell, publish, refer, communicate, transfer or disclose any information about our customers or clients to any related entities of Coyle, Lynch & Company or to any unrelated entities of Coyle, Lynch & Company.

We have prepared the report subject to the following assumptions and limiting conditions:

Information, estimates, and data have been obtained from sources considered reliable, and are believed to be true and correct.

Possession of the report does not carry with it the right of publication. No part of the

report shall be disseminated to the public without our prior approval.

The report is to be used in whole and not in part. No part of it shall be used in conjunction with any other report.

No responsibility is assumed for matters which are of a technical engineering, or of a legal nature.

Good title is assumed, and management is presumed to be competent.

Except as specifically disclosed in the body of the report, we have not been requested to make an investigation of, nor have we been supplied with specific information concerning the presence, if any, of hazardous or potentially hazardous substances used or stored during the construction, maintenance, operation, or occupancy of the subject by the current and/or former occupants and/or owners of the subject. Unless specifically disclosed to us, and discussed in the body of the report, our value estimate is based on the premise that the subject is free of hazardous or potentially hazardous substances; or if affected by hazardous or potentially hazardous substances those substances have been or will be removed by the current owner and/or occupant, and an approved cleanup plan has resulted or will result in a correction of the deficiencies.

Sketches, exhibits, and photographs in this report are included to assist the reader in visualizing the property only.

No survey of the property has been made by the appraiser.

This report represents the independent opinion of the appraiser with the sole compensation to the appraiser and to the firm being a professional fee.

We certify to the best of our knowledge and belief that:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and our personal, professional analyses, opinions, and conclusions.

We have no present or prospective interest in the subject, and we have no personal interest or bias with respect to the subject property or to the parties involved in this appraisal.

We previously appraised the subject property in addition to other parcels comprising the Sleighton Farm property in June 1998. We also prepared a preliminary estimate of market value on January 9, 2019 wherein we estimated the market value of the subject property to be \$7,525,000 based upon a net area of 79.017 net acres of land. Subsequent to the submission of this preliminary appraisal report, we received an ALTA Survey prepared by G.B. Houtman & Son, Inc., which is referenced in the present appraisal report, which identified the subject net acreage to be 79.411 acres. Thus, our estimate of market value in our April 4, 2019 report is slightly higher than

that of our January 9, 2019 appraisal report due to the slight difference in net land area.

Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The analyses, opinions, and conclusions have been developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.

As of the date of this report, John J. Coyle 3rd, MAI, CRE and John Anthony Egan, MAI, SRA have completed the requirements of the continuing education program of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to peer review by its duly authorized representatives.

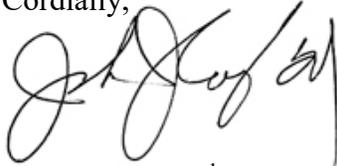
We have made a personal inspection of the subject, and have personally prepared the analyses and formed the opinions presented in this report without significant professional assistance from any other person.

The acceptance of this assignment was not conditioned upon our reporting a specific (dictated) value; nor was the acceptance of the assignment conditioned upon our concluding a requested minimum value or maximum value; nor was the acceptance of the assignment predicated in any way upon the approval, extension, or modification of an existing or pending loan for which the subject real estate is or may be pledged as collateral.

This appraisal report has been prepared for your exclusive use. Possession of the report by any party does not obligate us to present testimony concerning the information, analysis, or conclusions contained in the report without our prior written consent. The information, analyses, and conclusions contained herein may not be used by or relied upon by any other party in whole or in part without our prior written consent; and you are not authorized to

provide our original report or copies of our report to any other party in whole or in part without our prior written consent.

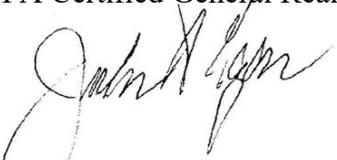
Cordially,



John J. Coyle 3rd, MAI, CRE

President

PA Certified General Real Estate Appraiser #GA-397L



John Anthony Egan, MAI, SRA

Vice President

PA Certified General Real Estate Appraiser #GA-284L

CLC #18-432
JOB NAME: SLEIGHTON FARM SCHOOL
OWNER: SLEIGHTON FARM SCHOOL

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B. INTRODUCTION

00.00 Table of Contents.

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01.00 The Problem To Be Solved. The problem to be solved in this assignment is to estimate the market value of the subject property rights as of March 25, 2019.

Market value is cited in the Uniform Standards of Professional Appraisal Practice formulated by the Appraisal Standards Board of The Appraisal Foundation as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition was developed by the Ad Hoc Committee on Uniform Standards of The Appraisal Foundation on April 27, 1987; and was approved and adopted by the Appraisal Standards Board of The Appraisal Foundation on January 30, 1989.

The definition also appears in Advisory Opinion 22 (AO-22) of the 2018-2019 edition of USPAP on Page 125. This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and the *Interagency Appraisal and Evaluation Guidelines*, dated October 27, 1994.

As indicated on Page 58 of the 14th Edition of the *Appraisal of Real Estate* (published in 2013); on Page 24 of the 13th Edition of the *Appraisal of Real Estate* (published in 2008) and on Page 24 of the 12th Edition of the *Appraisal of Real Estate* (published in 2001), the Appraisal Institute in 1993 adopted the following definition of market value, which was developed by the Appraisal Institute Special Task Force on Value Definitions to clarify distinctions among market value, disposition value, and liquidation value. Market value, as defined by the Task Force, is:

The most probable price which a specified interest in real property is likely to bring under all the following conditions:

- (1) Consummation of a sale occurs as of a specified date.
- (2) An open and competitive market exists for the property interest appraised.
- (3) The buyer and seller are each acting prudently and knowledgeably.
- (4) The price is not affected by undue stimulus.
- (5) The buyer and seller are typically motivated.

- (6) Both parties are acting in what they consider their best interest.
- (7) Marketing efforts were adequate and a reasonable time was allowed for exposure in the open market.
- (8) Payment was made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- (9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Page 59 of the 14th Edition of the *Appraisal of Real Estate* (published in 2013) cites the following definition of market value:

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

We have utilized the definition of market value contained in the 14th Edition of the *Appraisal of Real Estate* as the controlling definition of market value in this assignment, although the other definitions of market value referenced above are consistent with the definition upon which we have placed the greatest emphasis.

Market value is not predicated upon the utility of a property to its current owner or a particular occupant, or solely upon the nature of its current use or occupancy; instead, market value considers a property viewed with reference to all of the uses and occupancies to which it is reasonably adaptable on the date of its valuation.

02.00 Scope of Work in Development of the Analysis of the Subject Property.

The Uniform Standards of Professional Appraisal Practice define scope of work as the amount and type of information researched and the analysis applied in an assignment. Scope of work includes, but is not limited to:

- The degree to which the property is identified or inspected;
- The extent of research into the physical or economic factors that could affect the property;
- The extent of the data research; and
- The type and extent of analysis applied to arrive at opinions and conclusions.

The scope of work is acceptable for an assignment when it is consistent with:

- The expectations of participants in the market for the same or similar appraisal services; and
- What the appraiser's peers' actions would be in performing the same or similar assignment in compliance with USPAP.

The data presented in the sections below describe and explain the scope of work we have completed in the development of our analysis of the subject property.

It is intended that the contents of this report conform to the Uniform Standards of Professional Appraisal Practice. To the best of our knowledge we have adhered to the requirements of the Standards. Our analysis includes an overview of economic conditions with specific emphasis on the market for properties such as the subject. Our investigation has been conducted independently, and information (if any) obtained through outside consultants or other professionals is referenced in the text of the report. In accordance with your request, we have made a personal inspection of the subject. In addition to the data presented in this report, we have retained supporting data in our files for future reference. Substantive data about the property and its market follow.

03.00 Property Rights Appraised. We have appraised the fee simple interest in the subject. We have appraised only the property rights in the real estate assets consisting of the land described within the body of this report.

04.00 Ownership and Occupancy. Ownership is recorded in the name of the Sleighton School, formerly known as the Sleighton Farm School for Girls. The subject tract was purchased by Sleighton Farm School for Girls from J. Earl Kirk, et al on October 28, 1936, and is recorded in Media, the county seat of Delaware County in Deed Book 1030, Page 414. The subject had been utilized as a farm training school recently associated with the Elwyn School until the 1980's at which time the school ceased to be actively used as a school.

The majority of the buildings at the school were located on the east side of Valley Road, while ancillary buildings were located on the west side of Valley Road on the subject property. The facilities remaining on the subject site are so deteriorated that they are no longer usable.

We have also been provided and have read and reviewed an Agreement of Sale between Sleighton School and Middletown Township dated February 26, 2019 in which Sleighton School intends to convey the subject property to Middletown Township for a total consideration of \$7,525,000. The Agreement of Sale indicates a down payment of \$50,000 with the balance of the purchase price of \$7,475,000 to occur at closing. There are no elements of the Agreement of Sale that appear extraordinary, and we have taken the elements of this Agreement of Sale to our valuation analysis.

On January 9, 2019 we prepared a preliminary market value analysis of the subject property in which we estimated the market value of an estimated 79.071 net acre to be \$7,525,000. Our preliminary valuation estimate was promulgated on our preliminary analysis prior to receipt of the attached Agreement of Sale and prior to our receipt of a survey of the land to

be acquired. The difference between our current market value estimate of \$7,540,000 for 79.411 net acres of land and our initial estimate of market value of \$7,525,000 for 79.071 net acres of land results from the increase in the land area from 79.071 acres per our preliminary report and our current estimate of the net land area resulting from G. D. Houtman & Sons ALTA Survey of 79.411 acres.

05.00 Real Estate Assessment and Taxes. The subject is identified as a portion of Delaware County Assessment Folio No. 27-00-00628-00 and a portion of Delaware County Tax Map No. 27-09-001-000. The entire subject tract is assessed for \$3,267,048. As of the date of valuation, the subject tract is exempt from real estate taxation.

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C. EXTERNAL ANALYSIS

06.00 Locational Overview. The subject is situated at the northwest corner of Valley Road and Forge Road in the Glen Mills section of Middletown Township, Delaware County, Pennsylvania. Middletown Township is situated in the south central section of Delaware County, 5 miles west of Media, the county seat of Delaware County.

To the north of Delaware County is Montgomery County. The City of Philadelphia, which is coterminous with Philadelphia County, is adjacent to the east. Forming Delaware County's southern boundary are New Castle County, Delaware and the Delaware River, beyond which is Gloucester County, New Jersey. To the west of Delaware County is Chester County.

Immediately surrounding land uses consist of a satisfactory mix of agricultural, residential, recreational, and industrial uses, and include the remaining portion of the vacant Sleighton Farm property on the east side of Valley Road; the municipally owned Sleighton Park at the northeast corner of Valley Road and Forge Road, opposite the subject; a variety of detached single family dwellings and farmettes along Valley Road, Forge Road, Sweet Briar Road, and surrounding streets; and the Hanson Aggregate Quarry, adjacent to the west of the subject.

Delaware County contains a land area of 191 square miles, and according to the most recent census, contained a population of 564,696 persons in 2017. This is an increase of 1% over the 2010 population of 558,979 persons. The current population density of the county is 2,956 persons per square mile, which is indicative of a suburban county.

Middletown Township contains a land area of 13.47 square miles and according to the most recent census, contained a population of 15,984 persons in 2017. This is an increase of 1.1% from the 2010 population of 15,807 persons. The population of the Township is 1,187 persons per square mile which is indicative of a suburban locale.

Characteristics of the vicinity affecting its appeal include:

The subject area is supported by an excellent highway infrastructure including US Route 1 (Baltimore Pike), PA Route 352 and PA Route 452 to the south of the subject, Interstate 476 (Blue Route) to the east of the subject, and Interstate 95 to the south of the subject.

Commercial development in the subject area is predominantly along Baltimore Pike, and includes Riddle Memorial Hospital, and the former Granite Run Mall. Granite Run Mall has recently been retrofitted for use as a mixed use community including apartment complexes, movie theaters, restaurants, and the remaining anchor stores from the former Granite Run Mall.

While the immediate neighborhood of the subject had been in transition from a more rural and agricultural area to a residential community, the downturn of 2008 slowed residential development in the subject area. Nonetheless, residential development continues to occur in the subject neighborhood.

Homes in the immediate vicinity of the subject include a wide variety of styles, ages, sizes, and supporting site areas. Large tracts of land, the size of the subject, continue to be in demand for residential developers who have moved further west from the more densely developed areas of eastern Delaware County. However, this demand has been tempered by the uncertainty of rising interest rates and other economic issues.

In addition to the residential neighborhoods surrounding the subject, there are a number of large institutional uses nearby including Penn State University's Delaware County campus located on Route 352 to the northeast of the subject; the Delaware County Government Center and Juvenile Detention Center on Route 352; the Fair Acres Geriatric Center on Route 352; and the Elwyn Institute located south of Route 1 just outside Media.

In conclusion, the subject locality contains a satisfactory mix of uses, including residential, institutional, commercial, and industrial.

07.00 Market Overview. The objective of a market overview is to identify the general nature of the supply of facilities like the subject, and the general nature of the demand for facilities like the subject property. The relative interaction of supply versus demand is an important determinant of the subject's value. We have surveyed nearby tracts of vacant land to identify significant market activity affecting the occupancy levels, rental prices, sales prices, demand levels, and available inventory of properties similar to the subject.

Direct competition for the subject consists of other large vacant tracts of land not only in Middletown Township, but also in other municipalities in the western portion of Delaware County including Edgmont Township, Upper Providence Township, Thornbury Township, Concord Township, Chadds Ford Township, and Bethel Township.

As previously identified, large tracts of land suitable for development are extremely limited in the eastern portion of Delaware County. Since the late 1980's developers have moved west into the western portions of Delaware County and eastern Chester County to develop residential and commercial facilities.

While such development was seriously impacted by the downturn beginning in 2008, the market has somewhat recovered to the point that development continues to occur in the western portion of Delaware County, albeit at a slow rate.

Parcels like the subject can reasonably be expected to be marketed in a period of 9 months to 12 months assuming proper merchandising by a capable brokerage firm at a reasonable asking price. The subject size is not atypical in the market and the subject features are also not unique. We do not feel that the subject possesses any features that would either hinder or promote the marketing period beyond the time period specified above.

Exposure time is the hypothetical past period of time over which the subject property would have been exposed to the market to cause it to have been sold at our estimated market value on the effective date of the appraisal. Taking into account competitive properties, general marketing practices, and the nature and condition of the subject property we estimate the probable retrospective exposure time of the subject to have been 9 months to 12 months.

In summary, the market for tracts of land the size of the subject are in demand for developers. However, the cautious optimism of the present time has slowed activity for the purchase and development of such tracts.

08.00 Zoning and Other Property Use Controls. The subject land is zoned I-3 Institutional District under the Middletown Township zoning ordinance. In the I-3 Institutional zoning district, no specific minimum lot area is identified, however, the maximum density shall not exceed 3,875 square feet of gross floor area per gross acre. Other standards for development of the land include:

Minimum Buffer Area	A buffer area of 200' shall be provided along US Route 1 and PA Route 352 and a 100' buffer shall be provided along other roads and property lines. The buffer area shall be measured from the street line or other property line.
Maximum Building Height	The maximum height of structures erected, enlarged, or used shall be 35'
Maximum Impervious Surface Area	35%
Building Placement	No building shall be located within the required buffer area. No building or permanent structure shall be located less than 50' from any internal road or street line, or 50' from any internal side or rear property line. The distance of the closest point between any 2 buildings, including accessory

buildings, shall be at least as great as the average height of the 2 buildings, but not less than 30'.

Permitted occupancies in the I-3 Institutional zoning district include boarding and non-boarding schools; post secondary schools; schools for special students; agricultural uses in buildings; silvaculture; wildlife and natural preserve or other conservation uses; communications antennas; and open space and active and passive recreation space.

Conditional occupancies permitted include continuing care retirement communities consisting of a combination of independent living units, personal care facility, and skilled nursing facility, provided it meets all of the criteria for conditional use. For a conditional use including continuing care communities, a minimum lot area of 30 acres is required.

Until the early 2000's, the subject land was zoned PRD, Planned Residential District under the Middletown Township zoning ordinance. While the zoning has been changed to Institutional, we are providing a copy of the PRD zoning regulations and the R-1A zoning requirements inasmuch as the areas surrounding the subject property include those zoning classifications.

It is our opinion that the likely density of development and the ultimate utilization of the subject land would be consistent with the requirements of the PRD, Planned Residential District and R-1A Residential District requirements of Middletown Township.

Federal Emergency Management Agency Flood Plain Designation The subject is not situated in a flood plain according to recently published flood plain maps. (Community - Panel # 42045C0086F; Zone X; effective date of November 8, 2009).

Americans With Disabilities Act The Americans With Disabilities Act (ADA) became effective on January 26, 1992. We are not qualified to make a specific compliance survey or analysis nor have we been provided with a specific compliance survey or analysis of the subject to determine whether or not it is in conformity with the various detailed requirements of ADA, if in fact they are applicable to the subject. In the absence of evidence relating to this issue, we have not reflected possible noncompliance with the requirements of ADA in estimating the value of the subject.

D. THE SUBJECT PROPERTY

09.00 Land Description. Our land description is based upon an ALTA/NSPS Land Title Survey Plan prepared for Middletown Township, Delaware County, Pennsylvania by G. D. Houtman & Son, Inc. Civil Engineers/Land Surveyors Land Planners, 139 East Baltimore Pike, Media, Pennsylvania 19063 dated March 21, 2019.

The subject is a 79.411 net acre irregularly shaped interior parcel. 39,601 square feet (0.909 acres) of the subject parcel are situated within the bed of Forge Road. An additional 29,272 square feet (0.672 acres) are situated within the bed of Valley Road. Thus, the total area of the subject tract situated in the rights of way of Forge Road and Valley Road total 1.581 acres (68,873 square feet). The gross area of the tract is thus 80.992 acres.

The subject tract has a moderately sloping and rolling topography typically falling from north to south. Elevation of the majority of the tract is generally at or above street grade, but varies significantly across the tract. The subject street frontage consists of 1,320.02' frontage on the north side of Forge Road, and 975.75' on the west side of Valley Road. Vehicular traffic can access the tract from two driveway cutouts on the west side of Valley Road leading to the interior of the tract, and one gravel covered driveway entrance extending from the north side of Forge Road to the interior of the subject parcel. Roadway improvements consist of a two lane, macadam paved, municipally maintained roadway with a 60' width on Forge Road. Valley Road is a 60' wide, state maintained, macadam paved two lane roadway.

Arrangements between the subject ownership and municipal and/or public utility authorities for the connection of utilities are presumed to exist, although neither a plan specifically identifying the location of all underground lines nor contracts providing for their installation were available to us.

Recorded interests potentially affecting the utility of the subject land include:

Easements: Easements have been granted to the Keystone Pipeline Company for an 8" pipeline and a 12" pipeline running on a generally north/south axis parallel to Valley Road. Additionally, rights exist for Sunoco Pipeline LP for a right of way extending in the same general direction parallel to and adjacent to Valley Road. There are approximately 2 acres of the subject tract encumbered by the pipeline easements. Finally, easements exist providing access to Philadelphia Electric Company, predecessor to PECO Energy and to Bell Telephone Company of Pennsylvania, predecessor to Verizon along portions of the subject tract.

Rights of Way: 0.909 acres (39,601 square feet) are situated in the right of way of Forge Road. 0.672 acres (29,272 square feet) are situated in the right of way of Valley Road. Thus, the total land area situated in the ultimate rights of way of the frontage streets is 1.581 acres.

Encroachments: The ALTA/NSPS plan prepared by Houtman & Son indicates the possible encroachment of an edge of a swimming pool located on Folio 27-00-00660-03 extending beyond the property line into the subject property. There is also a fence belonging to Folio 27-00-00659-99 which encroaches on the subject property. The approximate location of the pool could not be located due to the presence of a fence at the site.

Appurtenances: None identified.

10.00 Site Improvements. Utility services available for connection to the tract on the date of valuation include the following:

Sanitary Sewer: None. The site was formerly serviced by an onsite septic system servicing the facilities located on the west side of Valley Road and the north side of Forge Road. There is no public sanitary sewer connected to the site or available to the subject site from nearby streets.

Storm Sewer: None. Water runoff is via the contours of the tract.

Water: None. When the Sleighton Farm was operational, the site was serviced by an onsite water system that has since been discontinued.

Telephone: None. Pole mounted telephone lines are located along the frontage streets.

Gas: None.

Electric: Peco Energy pole mounted electric lines are located along the frontage streets.

Roadway improvements include:

Streetbed: Valley Road is a state maintained, macadam paved, 60' wide, two lane roadway. Forge Road is a municipally maintained, macadam paved, 60' wide, two lane roadway.

Curb: None.

Sidewalk: None.

Other land and site improvements which are beneficial to the utilization of the property include:

Driveways and Parking Areas: The subject contains gravel covered and dirt covered driveways extending from the west side of Valley Road and the north side of Forge Road. Former parking areas within the subject tract are gravel covered, but are overgrown and generally inaccessible.

Pedestrian Walks: A variety of concrete, stone, and gravel pedestrian walks are interspersed through the subject tract, but are generally overgrown and typically inaccessible.

Fencing: A variety of chain link and wood fencing is interspersed throughout the subject tract.

Fuel Tanks: We have not been provided any information relative to fuel tanks existing on the subject site.

Landscaping: The subject tract is open scrub and forestland with no formal landscaping in place.

11.00 Buildings and Other Improvements. 8 dilapidated buildings are situated on the subject tract. These buildings were formerly used by the Sleighton School, but each is in such disrepair that each of the buildings has reached the end of its economic life. In our opinion, the presence of these 8 facilities adds no contribution to the overall value of the underlying land.

12.00 Potential Environmental Concerns. The recognition of regulated natural land features and the detection, recognition and/or measurement of hazardous substances require the expertise of a professional trained in the appropriate disciplines. The competency provision of the Uniform Standards of Professional Appraisal Practice obligates us to divulge that precise recognition and detection of such factors are beyond our expertise. While through research, experience, and training we are able to observe certain obvious features of the subject that could cause environmental concerns, we disclose:

- 1) We are not experts in the various fields of environmental analysis.
- 2) The appraisal was prepared for potential acquisition purposes, and does not constitute an expert environmental inspection of the property.

- 3) Only persons with expert qualifications in the various fields of environmental analysis can attest with certainty to the absence or presence of an environmental issue. If such concerns exist, the appropriate expert or experts should be engaged to evaluate the subject.
- 4) This report should not be relied upon to make a specific determination that potentially sensitive natural features or potentially hazardous substances actually exist on the property.

In the past, the facility had been utilized as a school and a farm training facility. This report should not be relied upon as the basis for an evaluation of the environmental risks associated with the property. Only a detailed report completed by a competent environmental engineer can directly and completely address the total range of environmental issues actually impacting upon the subject property.

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E. VALUATION ANALYSIS

13.00 Highest and Best Use. The Highest and Best Use of a property is the most profitable, likely, and available use to which a property can be put. **Use** (or utilization) must be distinguished from occupancy at least to the extent that use refers to the broader categories of property types (industrial/commercial/ agricultural/ residential/recreational/etc.) whereas **occupancy** refers to the more specific activity carried on within the real estate (manufacture of appliances/food sales/etc.) as equipped or furnished by the occupant of the real estate.

An analysis of highest and best use considers alternative programs of utilization which are:

Legally permissible, and in compliance with zoning and other land use controls, deed restrictions, or other similar constraints;

Physically possible, based on the adaptability and utility of the land and improvements proposed or actually in place; and

Economically feasible, and fulfilling an identifiable demand in the market.

From among the legally permissible, physically possible, and economically feasible uses, that use which is maximally productive and results in the highest present value, is judged to be the highest and best use of the property being appraised.

The legally permissible options for the subject tract under the Middletown Township zoning ordinance are limited to those uses permitted in the I-3 Institutional District. These include boarding and non-boarding schools; post secondary schools; schools for special education; agricultural uses in buildings, silvaculture; wildlife and natural preserve or other conservation uses; and open and active and passive recreation space.

This somewhat restrictive zoning has been in place for approximately 20 years and relates to the prior use of the subject property as a school and farm school facility. Prior to the enactment of the current ordinance, the subject land was zoned PRD, Planned Residential Development, which represents potential large scale residential development.

While the current zoning ordinance represents the strongest legal document affecting the subject property, there is the possibility that upon application to the zoning board, a change in zoning might be approved. The development of new schools, school campuses, and secondary schools are extremely limited. It is highly unlikely in the short term that school development would take place on the subject premises. Agricultural uses could occur on the subject land, but in all likelihood, it would require massive clearing of the land and demolition of the existing improvements. Open space and active and passive recreation remains a distinct possibility under the current zoning code.

It is also physically possible to develop a school campus, a secondary school, a special education school, or a boarding school on the subject property. Additionally, agricultural uses, silvaculture, wildlife preserve, and open space and recreational use could also occur on the subject land.

Nonetheless, the issue of the highest return to the subject land has to be discussed. As previously narrated, the market to construct a school of any type on the subject land is very limited. In Delaware County, there has been very limited use of large tracts of land for development of new schools. Often times, school districts maintain excess land for such occurrences. In the case of the Rose Tree Media School District, the District has no immediate plans to construct any new school facilities. Thus, the market for use of the land for school development is extremely limited and thus, would not bring the highest potential to the value of the land.

Agricultural uses and silvaculture could certainly be developed on the land, but generally these types of uses are on a lease basis with minimal return to the value of the land. Additionally, preparation of the land for agricultural or silvaculture would require additional expenses from the user of the land which would in turn, reduce the lease amount for the subject premises.

The property could be utilized for conservation. However, it has been our experience with other land transfers for conservation purposes that conservation use severely limits the market value of the land.

Municipal and other governmental authorities are frequently searching for and obtaining tracts of land for active and passive open space use and recreational use. The market is strong for such uses, and the subject tract could physically and legally be adopted for such a purpose. This type of use would approximate the highest return to the value of the subject land.

Finally, while residential development is not specifically permitted in the I-3 Zoning District, the potential does exist for a developer to approach the Middletown Township Council for a return of the code to the prior PRD, Planned Residential Development Zoning District, which would provide for large scaled residential development. A developer could also approach the

Middletown Township Zoning Board for a variance or other zoning relief which might permit another use on the property. While residential development could ultimately bring the underlying value of the land to its highest potential, the cost involved in attempting to obtain a zoning change or variance, the uncertainties associated with attempting a potential zoning change or variance, the time involved with a potential zoning change or variance and the discount required for development of the land would equate the market value of the land to that of open space recreational use.

After considering all of the potential uses to which the subject is legally and physically adaptable, it is our opinion that as of the date of appraisal, utilization of the subject land for open or passive recreation use and open space in accordance with the underlying zoning and other land use controls represents the highest and best use of the subject land.

14.00 Method of Valuation. Market value can be measured in terms of the opportunity cost of the purchaser in acquiring the property in question. This may be measured by the price of acquiring an existing substitute property with the same or similar utility as the subject property (Sales Comparison Approach); or the price of acquiring an income producing investment with the same dollar income potential at the same risk rate as in the subject property (Development Approach). In this analysis, each of the two approaches to value has been considered, but only the Sales Comparison Approach is discussed in subsequent sections of the report.

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F. SALES COMPARISON APPROACH

15.00 Sales Comparison Approach. The underlying premise of the Sales Comparison Approach is the concept that the analysis of sales of reasonably similar properties provides an appraiser with empirical data from which observations and conclusions about the property being appraised can be made. Proper application of the approach requires that in the selection of sales data to directly compare with the subject:

Only market (or arms length) transactions be weighed, and the factual data of each transaction be confirmed to the greatest extent possible.

The degree of comparability of each sale to the subject be considered; that differences in physical, functional, and economic characteristics be noted; and adjustments for the differences be made.

The value conclusion derived must be consistent with the analysis of the sales data.

For a conveyance to qualify as a “market” transaction four factors must traditionally be present:

The conveyance must be “arm's length”; that is, it must be between two non-related parties, each acting in self interest.

Neither the buyer nor the seller should have been under compulsion to act.

The property should be available for a reasonable period of time to the class of purchasers best able to utilize the facility.

The price must be expressed in cash, adjusted for any special financing, concessions, or special terms.

For any class of real estate, the area in which comparative data are searched must reflect the market area prospective purchasers would consider. Comparability is also a function of the physical character of the asset being appraised. Classes of real estate in which physical characteristics are standardized, or in which scale is small, and/or in which the commodity has achieved relatively uniform recognition require that the sales data closely resemble the appraised property. However, as specifications become more complex, as scale increases, and/or as market recognition declines, the physical similarity of the sales data and the appraised property tends to decline.

So that a conclusion from the analysis of the sales data can be drawn, a unit of comparison has been selected. Calculation of a unit of comparison provides a common denominator by which the market sales can be related to each other and to the subject property. The commonly accepted unit of comparison in the valuation of vacant land is the selling price per acre.

While a diverse array of sales was initially considered, the sales discussed below for direct comparison to the subject are those transactions which we consider to be most similar to the subject. While care was exercised to accumulate sales that are very similar to the subject, relative dissimilarities exist. For features which are dissimilar between the sales and the subject, adjustments have been made leading to an adjusted indication of the price at which the property being appraised could be expected to sell. In making adjustments, all relevant factors were considered including:

1. Property rights conveyed.
2. Financing terms and/or the cash equivalency of the price attributable to the land.
3. Conditions of sale.
4. The effect of the passage of time on selling prices and upon the relative availability of competing properties.
5. Nature of surrounding development.
6. Physical features such as frontage, shape, depth, access, topography, availability of public utilities, etc.
7. Uses permitted by zoning and other property use controls.
8. Relative size.
9. Special considerations such as wetlands, tidal lands, steep slope considerations, etc.

Numerous sales of vacant land were investigated, and the sales considered to be the most significant transactions follow.

LAND SALE NO. 1
WEST SIDE OF SHILOH ROAD
NORTH OF STREET ROAD
WESTTOWN TOWNSHIP
CHESTER COUNTY, PA

DATE OF SALE:	May 3, 2016	IDENTIFICATION:	Part of 67-5-6E
DEED BOOK:	9303	PAGE:	1811
		CONSIDERATION:	\$5,050,000
GRANTOR:	West Chester Area School District		
GRANTEE:	Flintlock Associates, LLC		
LAND AREA:	49.728 acres		
LAND FEATURES:	<p>This highly irregularly shaped interior parcel has 1,811.77' frontage on the west side of Shiloh Road. Elevation of the tract is generally above street grade, and the topography of the parcel is rolling.</p> <p>Easements and other restrictions encumbering the potential development and utilization of the tract include: the subject tract is subject to a license agreement and an easement agreement between the West Chester Area School District and Westtown Township relative to a storm water retention basin and other issues. Additionally, the sale is subject to post construction storm water maintenance agreements which have been filed with the Recorder of Deeds. Finally, normal public utility easements are in place.</p> <p>At the time of sale, the Bayard Rustin High School, which is adjacent to this sale property was connected to a pump and haul system located along Street Road (PA Route 926). A 35' wide sanitary sewer easement on the subject's western extremity is proposed for an extension of public sanitary sewer service to the subject tract. No municipal storm sewer lines are located in the vicinity of the subject. A series of nearby surface inlets, culvers, and underground piping either discharge directly to Chester Creek and its tributaries, or discharge to storm water retention basins on the subject tract. Aqua Pennsylvania water service is available in the vicinity of the subject as are electric, telephone, and gas lines.</p>		
ZONING:	A-C, Agricultural/Cluster Residential District.		

BUILDING AREA:	None. At the time of the transaction, the sale property was comprised of a vacant tract of land that was originally connected with the Bayard Rustin Senior High School of the West Chester Area School District, but which was subsequently subdivided.	
USE AFTER SALE:	Prior to settlement of the sale property, approvals were in place for subdivision and development of the tract into a 50 unit planned residential development known as "Rustin Walk".	
UNADJUSTED BASE PRICE:	\$101,548 per acre of land area.	
INITIAL ADJUSTMENTS:	Property Rights	1.00 factor
	Financing/Cash Equivalency	1.00 factor
	Conditions of Sale (Approvals)	0.95 factor
	Market Conditions	1.10 factor
	Total Initial Adjustment:	1.05 factor
ADJUSTED BASE PRICE:	\$106,625 per acre of land area.	
FINAL ADJUSTMENTS:	Location	0% adjustment
	Relative Size	-5% adjustment
	Physical Features	0% adjustment
	Utility Service	-5% adjustment
	Zoning	0% adjustment
	Other Features	0% adjustment
	Total Final Adjustment:	-10% adjustment
ADJUSTED BASE PRICE:	\$95,962 per acre of land area.	



LAND SALE NO. 1
WEST SIDE OF SHILOH ROAD
NORTH OF STREET ROAD
WESTTOWN TOWNSHIP
CHESTER COUNTY, PA

LAND SALE NO. 2
1056-1058 NORTH MIDDLETOWN ROAD
“ENCLAVE AT RIDLEY CREEK”
EDGMONT TOWNSHIP
DELAWARE COUNTY, PA

DATE OF SALE:	May 5, 2016	IDENTIFICATION:	19-00-00177-00
DEED BOOK:	5803	PAGE:	1836
		CONSIDERATION:	\$4,200,000
GRANTOR:	Joseph Barakat, et al.		
GRANTEE:	Toll PA XI, LP		
LAND AREA:	43.50 acres		
LAND FEATURES:	<p>This irregularly shaped interior parcel has 1,441.98’ frontage on the west side of North Middletown Road (PA Route 352). Elevation of the tract is at, above, and below street grade, and the topography of the parcel is mildly to moderately sloping.</p> <p>No specific easements or restrictions are identified in the subject deed. However, the subject road frontage of 1,441.98’ extends to the center line of New Middletown Road.</p> <p>Public water, sanitary sewer, electric, and gas lines were available for connection at the time of sale.</p>		
ZONING:	R-1, Rural Residential/Agriculture.		
BUILDING AREA:	None. At the time of the transaction, the sale property was comprised of a vacant tract of land.		
USE AFTER SALE:	<p>Subsequent to the acquisition of the sale property, the grantee finalized the subdivision process for the subject land into a 21 lot development of detached single family residential units. The lots range in size from 31,321 square feet (0.719 acres) to 52,315 square feet (1.201 acres) with homes ranging in size from 3,705 square feet of gross living area to 5,000 square feet of gross living area. The subdivision is known as the “Enclave at Ridley Creek”. On the date of the subject valuation, all 21 dwellings had been sold at prices ranging from \$825,939 to \$1,312,379.</p>		
UNADJUSTED BASE PRICE:	\$96,552 per acre of land area.		
INITIAL ADJUSTMENTS:	Property Rights	1.00 factor	
	Financing/Cash Equivalency	1.00 factor	

Conditions of Sale (Approvals)	0.95 factor
Market Conditions	1.10 factor

Total Initial Adjustment: 1.05 factor

ADJUSTED BASE PRICE: \$101,380 per acre of land area.

FINAL ADJUSTMENTS:	Location	0% adjustment
	Relative Size	-5% adjustment
	Physical Features	0% adjustment
	Utility Service	-5% adjustment
	Zoning	0% adjustment
	Other Features	0% adjustment

Total Final Adjustment: -10% adjustment

ADJUSTED BASE PRICE: \$91,242 per acre of land area.



LAND SALE NO. 2
1056-1058 NORTH MIDDLETOWN ROAD
"ENCLAVE AT RIDLEY CREEK"
EDGMONT TOWNSHIP
DELAWARE COUNTY, PA

LAND SALE NO. 3
WEST SIDE DARBY-PAOLI ROAD
SOUTH SIDE SAWMILL ROAD
TRACT B AND TRACT E OF THE ARDROSSAN ESTATE
RADNOR TOWNSHIP
DELAWARE COUNTY, PA

DATE OF SALE: December 24, 2014 IDENTIFICATION: Part of 36-04-02464-00

DEED BOOK: 5585 PAGE: 267 CONSIDERATION: \$2,400,000

GRANTOR: ESIII, LP

GRANTEE: Radnor Township

LAND AREA: 27.654 acres

LAND FEATURES: This highly irregularly shaped corner parcel has a combined frontage of 2,326.9' along the west side of Darby Paoli Road and 218.36' frontage along the south side of Sawmill Road. Elevation of the tract is generally at and below street grade, and the topography of the parcel is mildly sloping to the west.

The interest in the property, was either acquired with or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources. The sale property may not be converted to purposes other than those authorized by the Department. No change of use and no transfer of ownership, control, or interest in this property may occur, and no encumbrance may be placed on this property without the written consent of the department. This restriction runs in perpetuity with the land.

While public water and public sewer serve nearby residential developments, at the time of sale no utilities were connected to the tract. Portions of Little Darby Creek extend onto the subject tract and portions of the sale property are situated in a flood hazard area of Little Darby Creek.

ZONING: AC – Agricultural Conservation District.

BUILDING AREA: A wood frame barn in situated on the subject tract but adds no incremental value to the underlying land.

USE AFTER SALE: The subject tract was purchased by Radnor Township for use as open space. The subject tract continues to be used as open space.

UNADJUSTED BASE PRICE: \$86,787 per acre of land area.

INITIAL ADJUSTMENTS:	Property Rights	1.00 factor
	Financing/Cash Equivalency	1.00 factor
	Conditions of Sale	1.00 factor
	Market Conditions	1.15 factor

Total Initial Adjustment: 1.15 factor

ADJUSTED BASE PRICE: \$99,805 per acre of land area.

FINAL ADJUSTMENTS:	Location	0% adjustment
	Relative Size	-10% adjustment
	Physical Features	+5% adjustment
	Utility Service	0% adjustment
	Zoning	0% adjustment
	Other Features	0% adjustment

Total Final Adjustment: -5% adjustment

ADJUSTED BASE PRICE: \$94,815 per acre of land area.



LAND SALE NO. 3
WEST SIDE DARBY-PAOLI ROAD
SOUTH SIDE SAWMILL ROAD
TRACT B AND TRACT E OF THE ARDROSSAN ESTATE
RADNOR TOWNSHIP
DELAWARE COUNTY, PA

LAND SALE NO. 4
772-782 SUGARTOWN ROAD
8060-8062 GOSHEN ROAD
WILLISTOWN TOWNSHIP
CHESTER COUNTY, PA

DATE OF SALE: January 15, 2015 IDENTIFICATION: 54-6-32, et al

DEED BOOK: 9045 PAGE: 703 CONSIDERATION: \$5,000,000

GRANTOR: Robert Holman

GRANTEE: The Delchester Group, Inc.

LAND AREA: 54.681 acres

LAND FEATURES: This assemblage of 9 tax assessment parcels fronts on the north side of Goshen Road and the west side of Sugartown Road. Elevation of the tract is at, above, and below street grade, and the topography of the parcel is moderately rolling.

This property was bought from the Estate of Joseph Holman and is known as "Hi Bid Farm". The complex contains 4 dwellings totaling 12,264 square feet.

A variety of easements and rights of way permitting the various tracts to access one another are shown in the subject deed. Additionally, easements exist for the use of driveways and other entrances into the subject property.

The subject tract is served by on-site wells, on-site sanitary septic systems, and electric lines.

ZONING: RU- Rural District.

BUILDING AREA: 4 dwellings containing a total of 12,264 square feet exist on the subject tracts.

USE AFTER SALE: Subsequent to this transaction, the Delchester Group further subdivided the subject property and sold 31.552 acres located at 8064 Goshen Road to Caroline Moran on October 17, 2017 for a consideration of \$2,300,000. The Delchester Group, Inc. maintains control of the remaining portion of the subject tract which is in use as a horse farm and farmette.

UNADJUSTED BASE PRICE: \$91,439 per acre of land area.

INITIAL ADJUSTMENTS: Property Rights 1.00 factor
Financing/Cash Equivalency 1.00 factor

Conditions of Sale	1.00 factor
Market Conditions	1.15 factor

Total Initial Adjustment: 1.15 factor

ADJUSTED BASE PRICE: \$105,155 per acre of land area.

FINAL ADJUSTMENTS:	Location	0% adjustment
	Relative Size	-10% adjustment
	Physical Features	0% adjustment
	Utility Service	0% adjustment
	Zoning	0% adjustment
	Other Features	0% adjustment

Total Final Adjustment: -10% adjustment

ADJUSTED BASE PRICE: \$94,640 per acre of land area.



LAND SALE NO. 4
772-782 SUGARTOWN ROAD
8060-8062 GOSHEN ROAD
WILLISTOWN TOWNSHIP
CHESTER COUNTY, PA

To account for the relevant differences that exist between the subject and each of the sales, appropriate adjustments have been made. In this analysis, adjustments have been made to each sale in two phases.

First, each sale has been adjusted as applicable for property rights conveyed, for financing and/or cash equivalency considerations, for any unusual conditions of sale affecting price, and for the effect of time, if any, on selling prices and upon the relative availability of competing properties. These adjustments are cumulative in nature, have been expressed on a factor basis, and have been multiplied by one another to arrive at an adjusted base price for each sale.

The second phase of the adjustment process is to deal with property characteristics that are different between the subject property and each sale. These adjustments are serial in nature, and have been summed.

Subsequent to adjustment, unit selling prices of the sales range from \$91,242 per acre to \$95,962 per acre as follows:

<u>TRANSACTION</u>	<u>ADJUSTED UNIT SELLING PRICE</u>
Land Sale No. 1	\$95,962 per acre
Land Sale No. 2	\$91,242 per acre
Land Sale No. 3	\$94,815 per acre
Land Sale No. 4	\$94,640 per acre

After taking into consideration all of the dissimilar features between the sales analyzed and the subject property, it is our opinion that the indicated market value of the subject land by this approach is \$95,000 per acre. Multiplying the subject's 79.411 net acres of land area by \$95,000 per acre reflects a market value estimate of \$7,544,045, which we have rounded to \$7,540,000.

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G. DEVELOPMENT APPROACH

16.00 Development Approach. The Development Approach is a method of valuing the subject land with a development plan in place along with estimates of costs for site development and other costs associated with the development of the tract.

In the subject instance, there is no plan for development of the subject tract and consequently, no costs have been associated with a plan of development. For these reasons, the Development Approach has not been developed in this analysis. Should a plan of development occur at the subject property, we could then formulate a valuation analysis based on that information, but at the present time, no plans or costs are available, and thus, the Development Approach has not been applied.

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H. FINAL ESTIMATE OF VALUE

17.00 Final Estimate of Market Value. The Sales Comparison Approach produces a market value of \$7,540,000. The Development Approach was not developed in this analysis. After considering all of the facts and circumstances in connection with the subject property, we estimate the market value of the subject fee simple interest as of March 25, 2019 to be:

- SEVEN MILLION FIVE HUNDRED FORTY THOUSAND DOLLARS -

(\$7,540,000)

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ADDENDUM



1. LOOKING SOUTH ALONG VALLEY ROAD WITH THE SUBJECT LAND TO THE RIGHT (PHOTO TAKEN BY JOHN J. COYLE 3RD, MARCH 25, 2019).



2. LOOKING WEST ALONG FORGE ROAD FROM THE INTERSECTION WITH VALLEY ROAD AT THE SUBJECT PROPERTY TO THE RIGHT (PHOTO TAKEN BY JOHN J. COYLE 3RD, MARCH 25, 2019).



3. LOOKING WEST AT A PORTION OF THE SUBJECT TRACT CONTAINING SUNOCO AND MARINER PIPELINES (PHOTO TAKEN BY JOHN J. COYLE 3RD, MARCH 25, 2019).



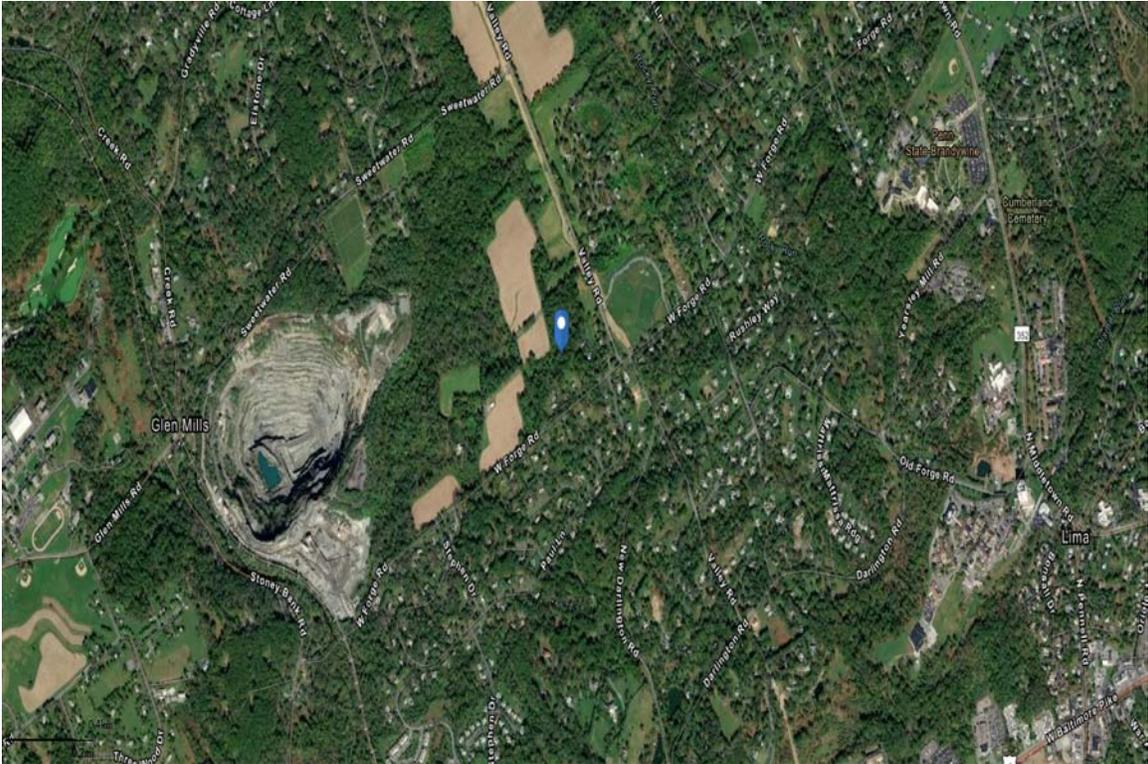
4. LOOKING WEST ACROSS THE SUBJECT TRACT FROM VALLEY ROAD (PHOTO TAKEN BY JOHN J. COYLE 3RD, MARCH 25, 2019).



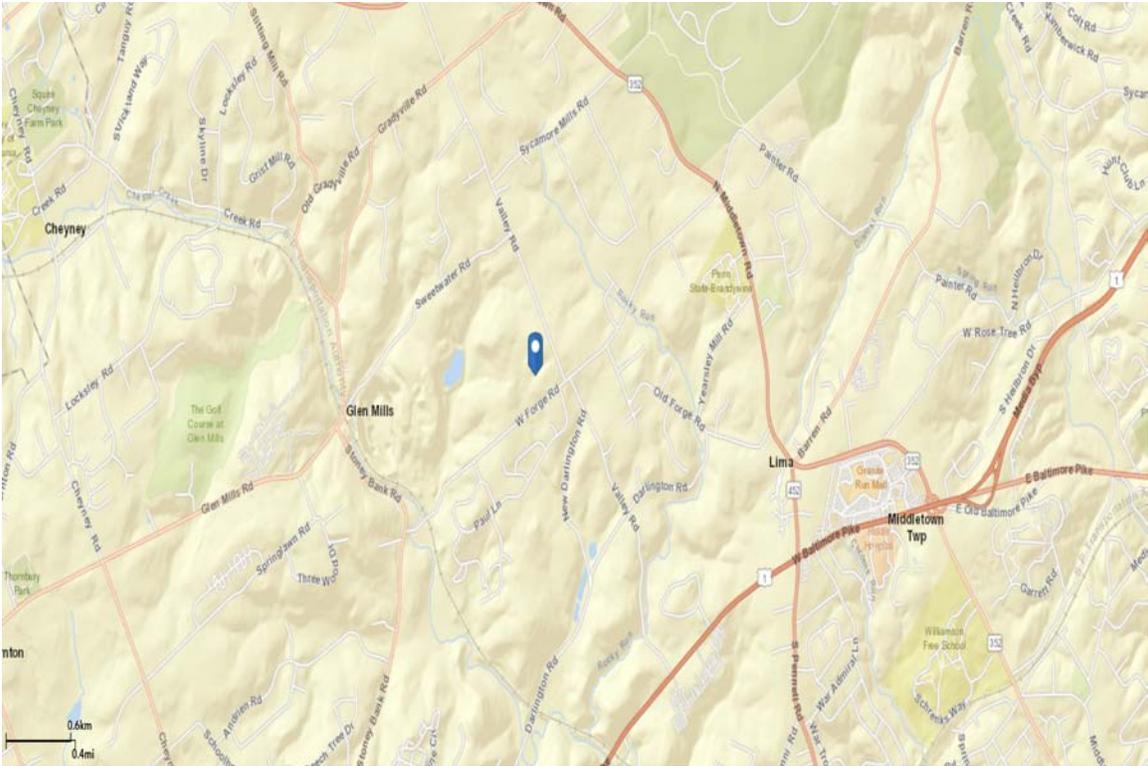
5. VIEW OF A DILAPIDATED BUILDING ON THE SUBJECT TRACT (PHOTO TAKEN BY JOHN J. COYLE 3RD, MARCH 25, 2019).



6. VIEW OF SLEIGHTON PARK AT THE SOUTHEAST CORNER OF VALLEY ROAD AND FORGE ROAD OPPOSITE THE SUBJECT (PHOTO TAKEN BY JOHN J. COYLE 3RD, MARCH 25, 2019).



AERIAL MAP



LOCATION MAP



Middletown Twp, Pennsylvania
 Ring: 1 mile radius

Prepared by Esri
 Latitude: 39.92237
 Longitude: -75.46910

Summary	Census 2010	2018	2023
Population	1,491	1,830	1,984
Households	490	596	646
Families	416	502	543
Average Household Size	2.87	2.93	2.94
Owner Occupied Housing Units	458	553	601
Renter Occupied Housing Units	32	43	44
Median Age	44.8	46.9	46.8
Trends: 2018 - 2023 Annual Rate	Area	State	National
Population	1.63%	0.23%	0.83%
Households	1.62%	0.20%	0.79%
Families	1.58%	0.10%	0.71%
Owner HHs	1.68%	0.32%	1.16%
Median Household Income	-0.12%	2.46%	2.50%

Households by Income	2018		2023	
	Number	Percent	Number	Percent
<\$15,000	17	2.9%	17	2.6%
\$15,000 - \$24,999	13	2.2%	13	2.0%
\$25,000 - \$34,999	22	3.7%	22	3.4%
\$35,000 - \$49,999	34	5.7%	35	5.4%
\$50,000 - \$74,999	46	7.7%	48	7.4%
\$75,000 - \$99,999	43	7.2%	47	7.3%
\$100,000 - \$149,999	157	26.3%	183	28.3%
\$150,000 - \$199,999	116	19.5%	124	19.2%
\$200,000+	148	24.8%	158	24.5%
Median Household Income	\$135,015		\$134,200	
Average Household Income	\$184,456		\$191,440	
Per Capita Income	\$60,513		\$62,709	

Population by Age	Census 2010		2018		2023	
	Number	Percent	Number	Percent	Number	Percent
0 - 4	59	4.0%	68	3.7%	75	3.8%
5 - 9	101	6.8%	115	6.3%	125	6.3%
10 - 14	117	7.8%	134	7.3%	142	7.2%
15 - 19	167	11.2%	181	9.9%	190	9.6%
20 - 24	68	4.6%	79	4.3%	77	3.9%
25 - 34	81	5.4%	116	6.3%	125	6.3%
35 - 44	158	10.6%	171	9.3%	209	10.5%
45 - 54	303	20.3%	325	17.8%	326	16.4%
55 - 64	268	18.0%	377	20.6%	395	19.9%
65 - 74	99	6.6%	170	9.3%	207	10.4%
75 - 84	43	2.9%	58	3.2%	75	3.8%
85+	28	1.9%	36	2.0%	39	2.0%

Race and Ethnicity	Census 2010		2018		2023	
	Number	Percent	Number	Percent	Number	Percent
White Alone	1,351	90.7%	1,614	88.3%	1,702	85.7%
Black Alone	73	4.9%	100	5.5%	123	6.2%
American Indian Alone	1	0.1%	1	0.1%	1	0.1%
Asian Alone	36	2.4%	63	3.4%	88	4.4%
Pacific Islander Alone	0	0.0%	0	0.0%	0	0.0%
Some Other Race Alone	11	0.7%	18	1.0%	26	1.3%
Two or More Races	18	1.2%	32	1.8%	45	2.3%
Hispanic Origin (Any Race)	27	1.8%	50	2.7%	73	3.7%

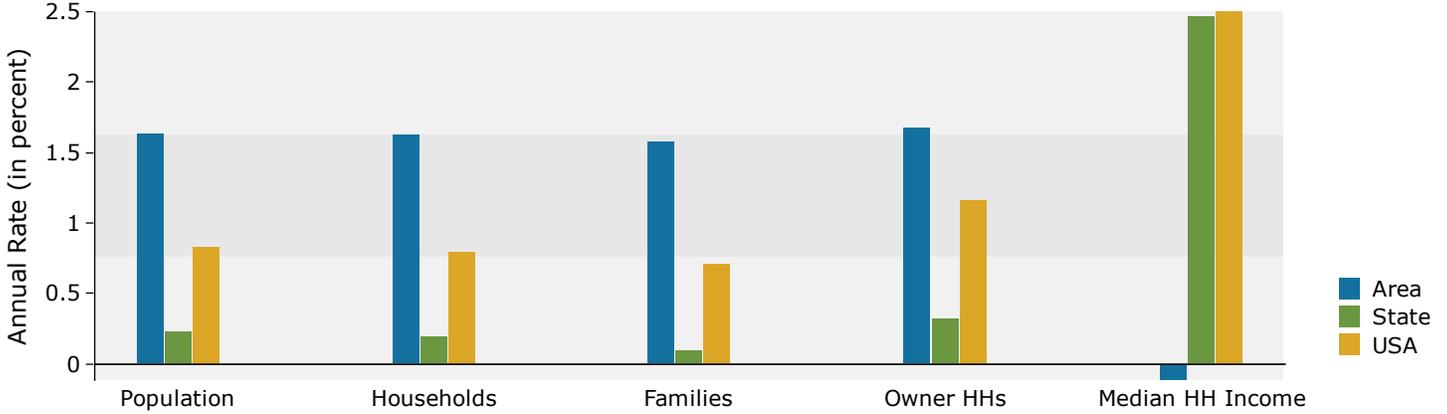
Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023.

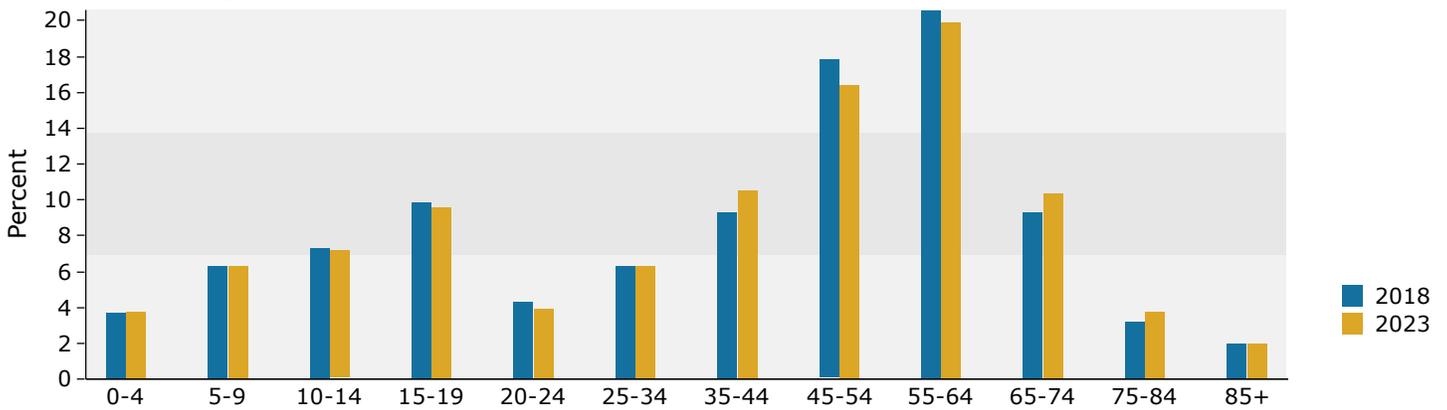
Middletown Twp, Pennsylvania
 Ring: 1 mile radius

Prepared by Esri
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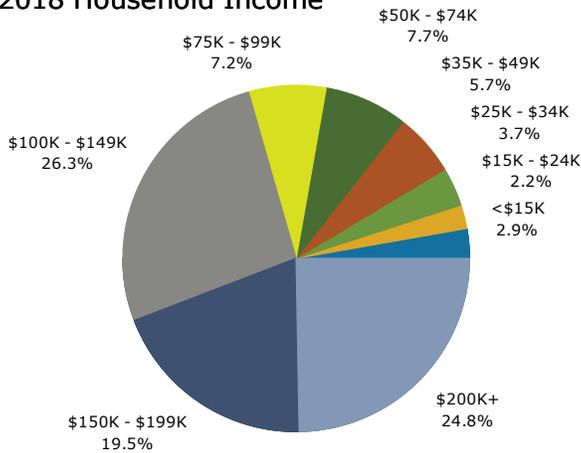
Trends 2018-2023



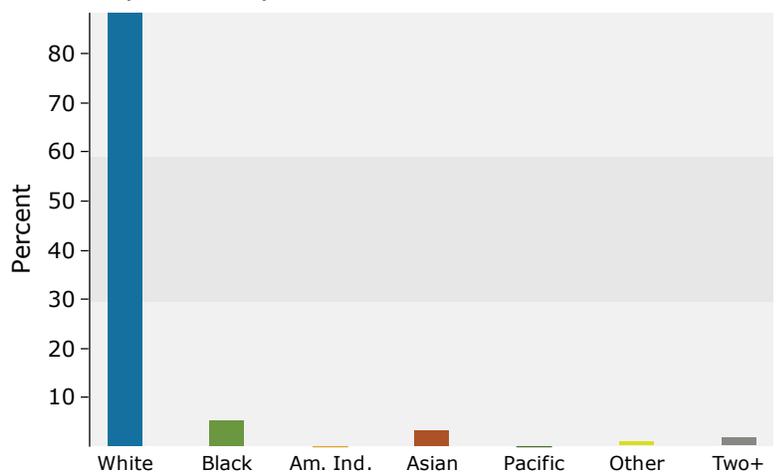
Population by Age



2018 Household Income



2018 Population by Race



2018 Percent Hispanic Origin: 2.7%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023.



Middletown Twp, Pennsylvania
 Ring: 3 mile radius

Prepared by Esri
 Latitude: 39.92237
 Longitude: -75.46910

Summary	Census 2010	2018	2023
Population	24,711	26,036	27,471
Households	8,640	9,185	9,748
Families	5,572	5,839	6,138
Average Household Size	2.27	2.29	2.30
Owner Occupied Housing Units	6,398	6,524	6,905
Renter Occupied Housing Units	2,242	2,661	2,843
Median Age	44.3	46.3	46.8
Trends: 2018 - 2023 Annual Rate	Area	State	National
Population	1.08%	0.23%	0.83%
Households	1.20%	0.20%	0.79%
Families	1.00%	0.10%	0.71%
Owner HHs	1.14%	0.32%	1.16%
Median Household Income	1.22%	2.46%	2.50%

Households by Income	2018		2023	
	Number	Percent	Number	Percent
<\$15,000	393	4.3%	330	3.4%
\$15,000 - \$24,999	480	5.2%	438	4.5%
\$25,000 - \$34,999	556	6.1%	508	5.2%
\$35,000 - \$49,999	833	9.1%	794	8.1%
\$50,000 - \$74,999	1,339	14.6%	1,351	13.9%
\$75,000 - \$99,999	972	10.6%	1,049	10.8%
\$100,000 - \$149,999	1,784	19.4%	2,087	21.4%
\$150,000 - \$199,999	1,326	14.4%	1,496	15.3%
\$200,000+	1,504	16.4%	1,695	17.4%
Median Household Income	\$100,370		\$106,627	
Average Household Income	\$133,154		\$144,509	
Per Capita Income	\$48,943		\$52,907	

Population by Age	Census 2010		2018		2023	
	Number	Percent	Number	Percent	Number	Percent
0 - 4	958	3.9%	943	3.6%	1,012	3.7%
5 - 9	1,177	4.8%	1,126	4.3%	1,169	4.3%
10 - 14	1,343	5.4%	1,337	5.1%	1,329	4.8%
15 - 19	2,512	10.2%	2,475	9.5%	2,463	9.0%
20 - 24	1,784	7.2%	1,896	7.3%	1,842	6.7%
25 - 34	2,103	8.5%	2,396	9.2%	2,583	9.4%
35 - 44	2,700	10.9%	2,455	9.4%	2,820	10.3%
45 - 54	3,653	14.8%	3,230	12.4%	3,053	11.1%
55 - 64	3,037	12.3%	3,592	13.8%	3,516	12.8%
65 - 74	1,742	7.0%	2,504	9.6%	3,077	11.2%
75 - 84	1,900	7.7%	2,089	8.0%	2,536	9.2%
85+	1,803	7.3%	1,994	7.7%	2,070	7.5%

Race and Ethnicity	Census 2010		2018		2023	
	Number	Percent	Number	Percent	Number	Percent
White Alone	20,883	84.5%	20,887	80.2%	21,056	76.6%
Black Alone	2,640	10.7%	3,409	13.1%	4,121	15.0%
American Indian Alone	25	0.1%	34	0.1%	48	0.2%
Asian Alone	720	2.9%	1,050	4.0%	1,369	5.0%
Pacific Islander Alone	5	0.0%	6	0.0%	9	0.0%
Some Other Race Alone	181	0.7%	265	1.0%	355	1.3%
Two or More Races	257	1.0%	384	1.5%	515	1.9%
Hispanic Origin (Any Race)	449	1.8%	700	2.7%	975	3.5%

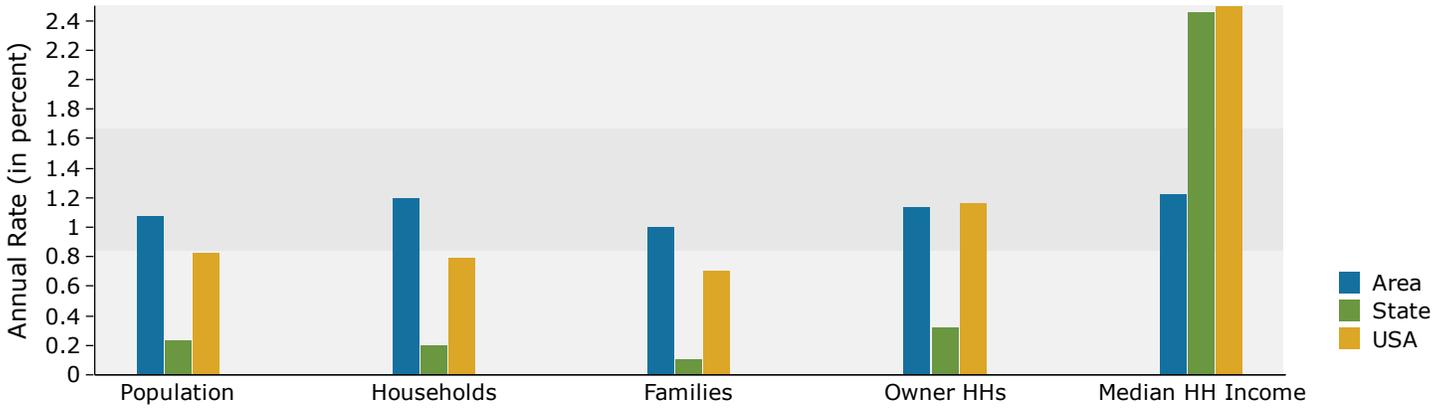
Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023.

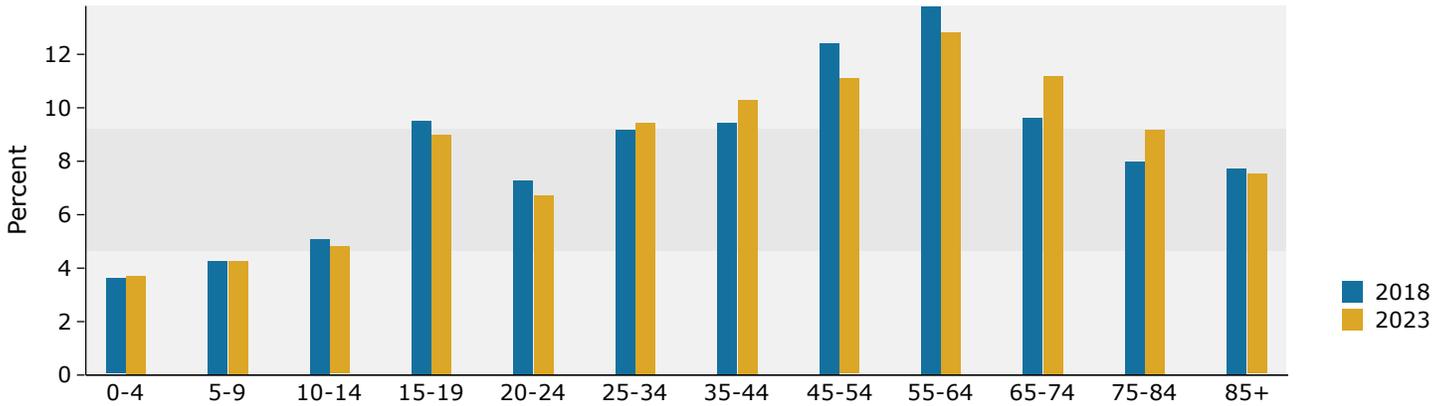
Middletown Twp, Pennsylvania
 Ring: 3 mile radius

Prepared by Esri
 Latitude: 39.92237
 Longitude: -75.46910

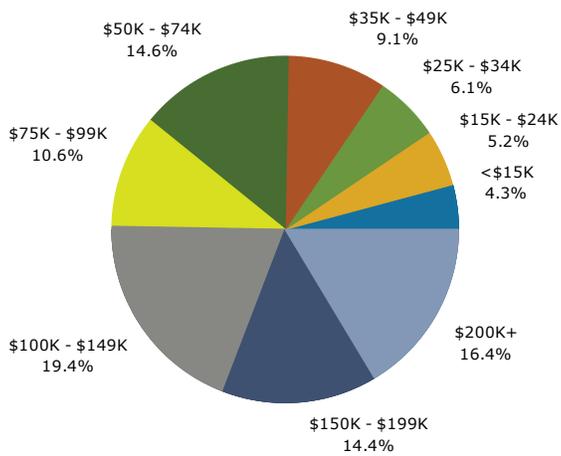
Trends 2018-2023



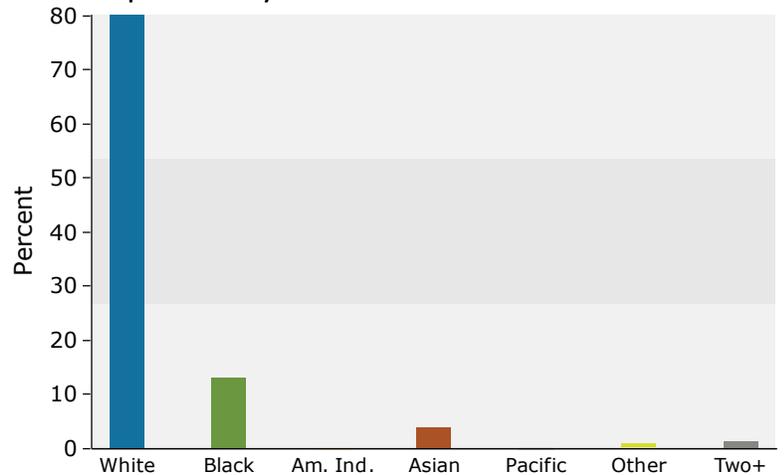
Population by Age



2018 Household Income



2018 Population by Race



2018 Percent Hispanic Origin: 2.7%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023.

Middletown Twp, Pennsylvania
 Ring: 5 mile radius

Prepared by Esri
 Latitude: 39.92237
 Longitude: -75.46910

Summary	Census 2010	2018	2023
Population	93,875	97,139	99,554
Households	35,628	36,766	37,636
Families	23,488	23,938	24,354
Average Household Size	2.44	2.46	2.47
Owner Occupied Housing Units	27,229	27,095	27,776
Renter Occupied Housing Units	8,399	9,671	9,860
Median Age	43.0	44.8	45.4
Trends: 2018 - 2023 Annual Rate	Area	State	National
Population	0.49%	0.23%	0.83%
Households	0.47%	0.20%	0.79%
Families	0.35%	0.10%	0.71%
Owner HHs	0.50%	0.32%	1.16%
Median Household Income	1.26%	2.46%	2.50%

Households by Income	2018		2023	
	Number	Percent	Number	Percent
<\$15,000	1,427	3.9%	1,162	3.1%
\$15,000 - \$24,999	1,777	4.8%	1,533	4.1%
\$25,000 - \$34,999	2,029	5.5%	1,794	4.8%
\$35,000 - \$49,999	3,189	8.7%	2,946	7.8%
\$50,000 - \$74,999	5,492	14.9%	5,334	14.2%
\$75,000 - \$99,999	4,749	12.9%	4,878	13.0%
\$100,000 - \$149,999	7,571	20.6%	8,607	22.9%
\$150,000 - \$199,999	4,873	13.3%	5,249	13.9%
\$200,000+	5,659	15.4%	6,133	16.3%
Median Household Income	\$98,122		\$104,442	
Average Household Income	\$130,744		\$141,552	
Per Capita Income	\$50,858		\$54,823	

Population by Age	Census 2010		2018		2023	
	Number	Percent	Number	Percent	Number	Percent
0 - 4	4,418	4.7%	4,165	4.3%	4,264	4.3%
5 - 9	5,130	5.5%	4,908	5.1%	4,856	4.9%
10 - 14	5,707	6.1%	5,654	5.8%	5,414	5.4%
15 - 19	7,513	8.0%	7,180	7.4%	7,076	7.1%
20 - 24	5,591	6.0%	5,606	5.8%	5,171	5.2%
25 - 34	9,766	10.4%	10,572	10.9%	10,535	10.6%
35 - 44	11,298	12.0%	10,698	11.0%	12,021	12.1%
45 - 54	14,999	16.0%	12,795	13.2%	11,925	12.0%
55 - 64	12,965	13.8%	14,344	14.8%	13,570	13.6%
65 - 74	7,389	7.9%	10,810	11.1%	12,455	12.5%
75 - 84	5,726	6.1%	6,478	6.7%	8,143	8.2%
85+	3,374	3.6%	3,930	4.0%	4,126	4.1%

Race and Ethnicity	Census 2010		2018		2023	
	Number	Percent	Number	Percent	Number	Percent
White Alone	82,831	88.2%	82,045	84.5%	80,707	81.1%
Black Alone	5,892	6.3%	7,576	7.8%	9,138	9.2%
American Indian Alone	86	0.1%	104	0.1%	124	0.1%
Asian Alone	3,387	3.6%	4,967	5.1%	6,392	6.4%
Pacific Islander Alone	16	0.0%	23	0.0%	31	0.0%
Some Other Race Alone	491	0.5%	709	0.7%	930	0.9%
Two or More Races	1,172	1.2%	1,714	1.8%	2,232	2.2%
Hispanic Origin (Any Race)	1,743	1.9%	2,633	2.7%	3,542	3.6%

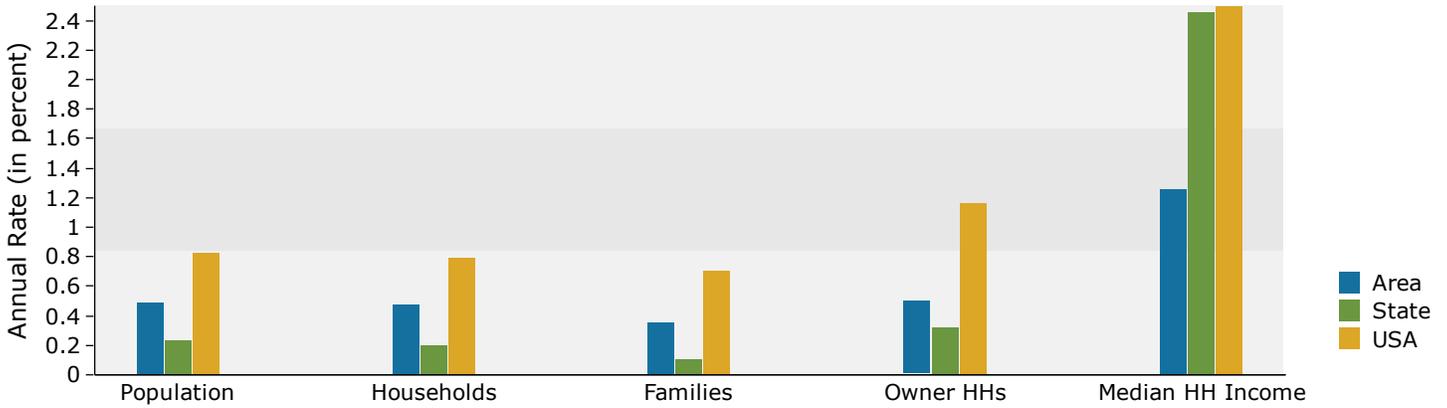
Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023.

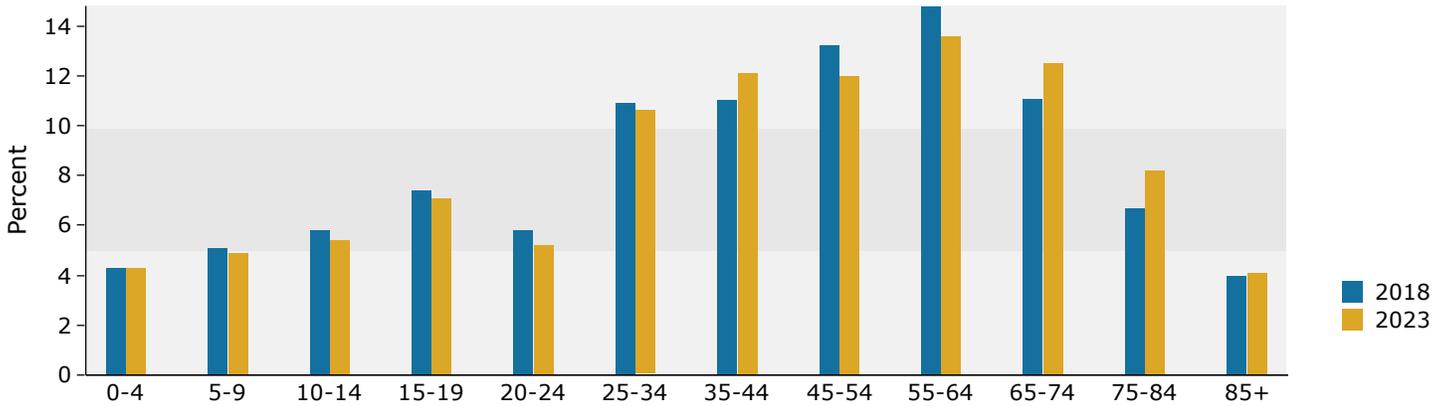
Middletown Twp, Pennsylvania
 Ring: 5 mile radius

Prepared by Esri
 Latitude: 39.92237
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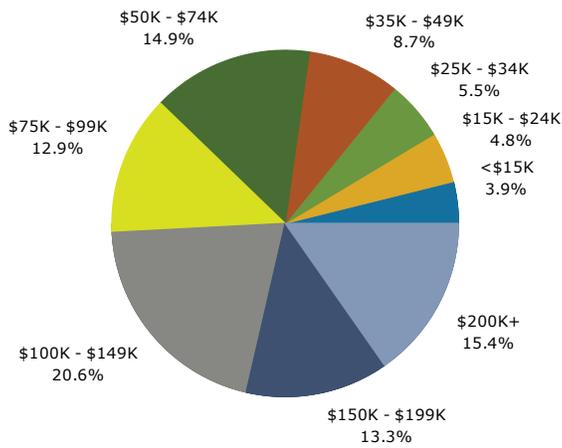
Trends 2018-2023



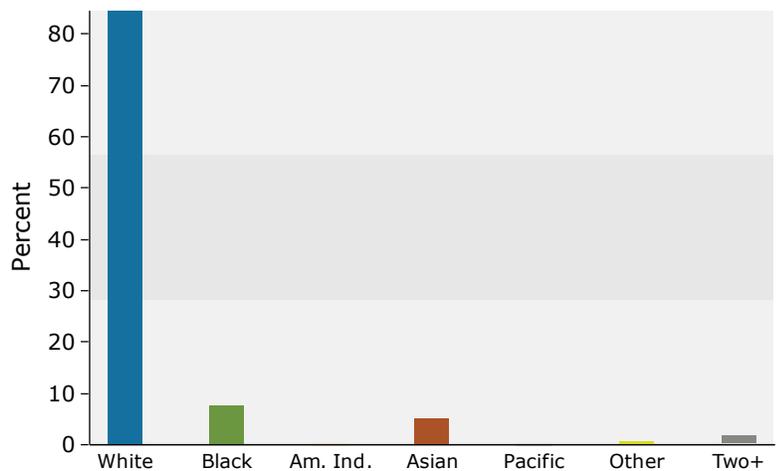
Population by Age



2018 Household Income



2018 Population by Race



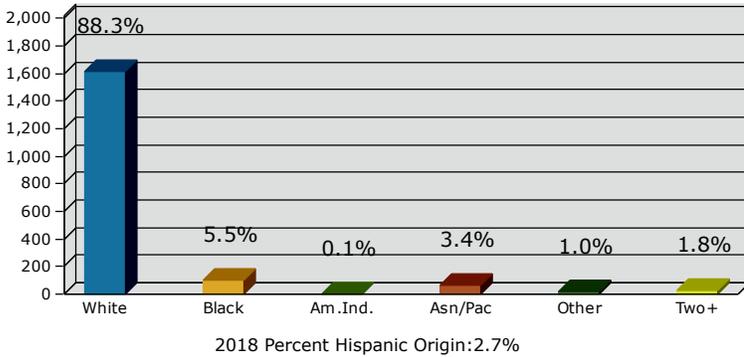
2018 Percent Hispanic Origin: 2.7%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023.

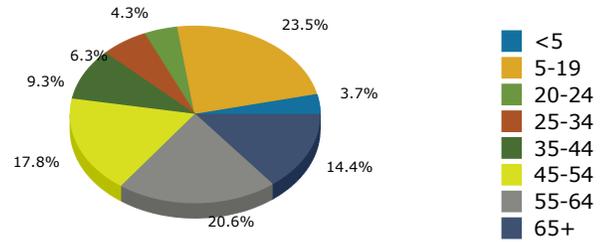
Middletown Twp, Pennsylvania
 Ring: 1 mile radius

Prepared by Esri
 Latitude: 39.92237
 Longitude: -75.46910

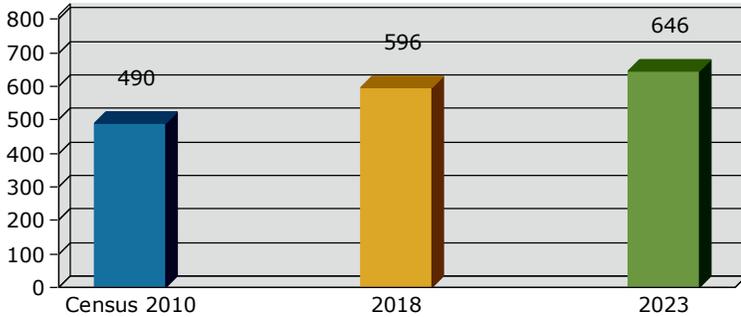
2018 Population by Race



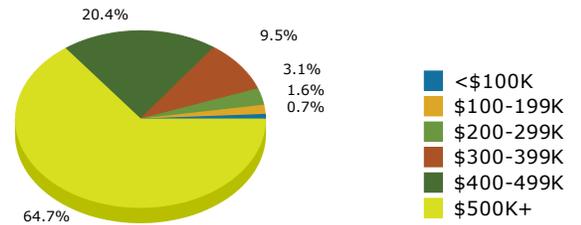
2018 Population by Age



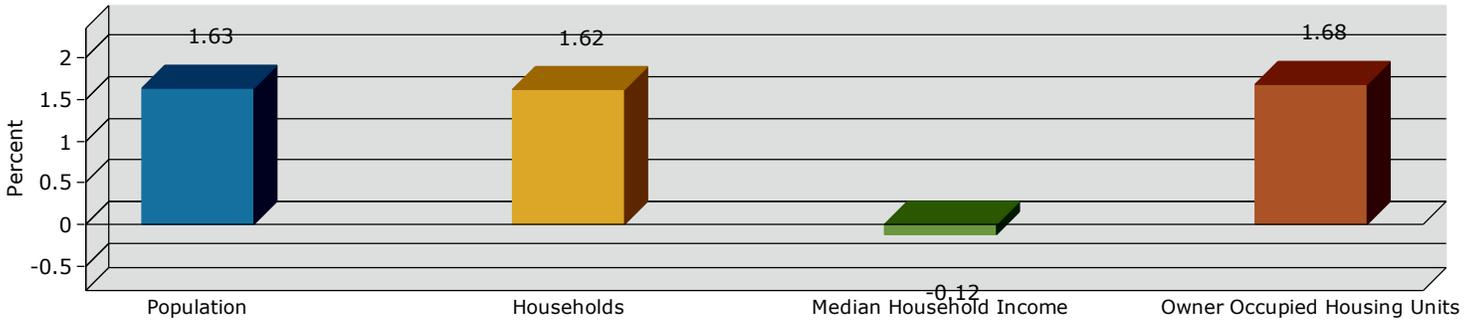
Households



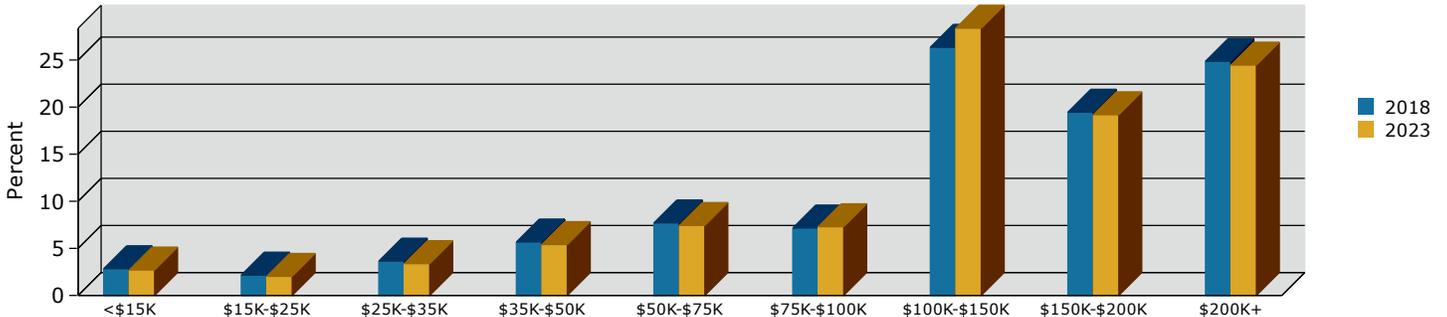
2018 Home Value



2018-2023 Annual Growth Rate



Household Income

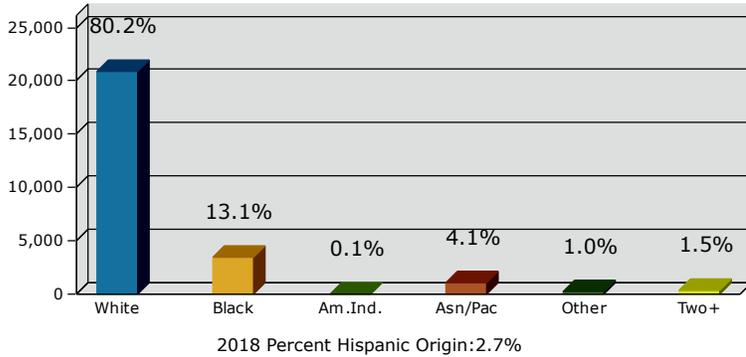


Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023.

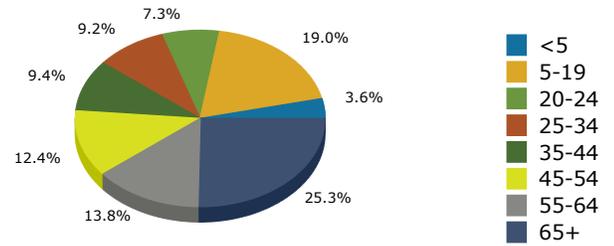
Middletown Twp, Pennsylvania
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Prepared by Esri
 Latitude: 39.92237
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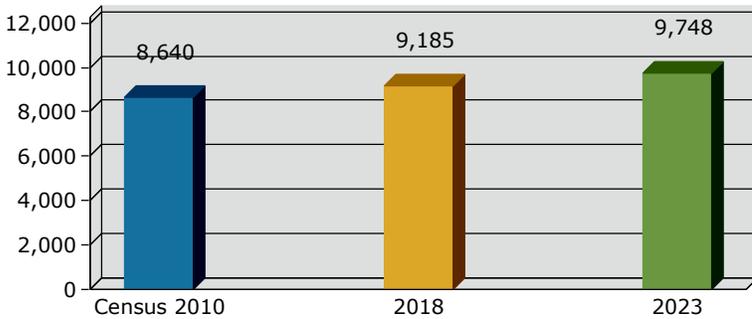
2018 Population by Race



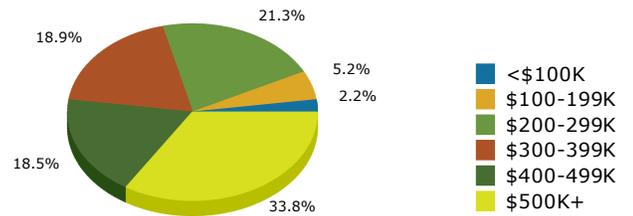
2018 Population by Age



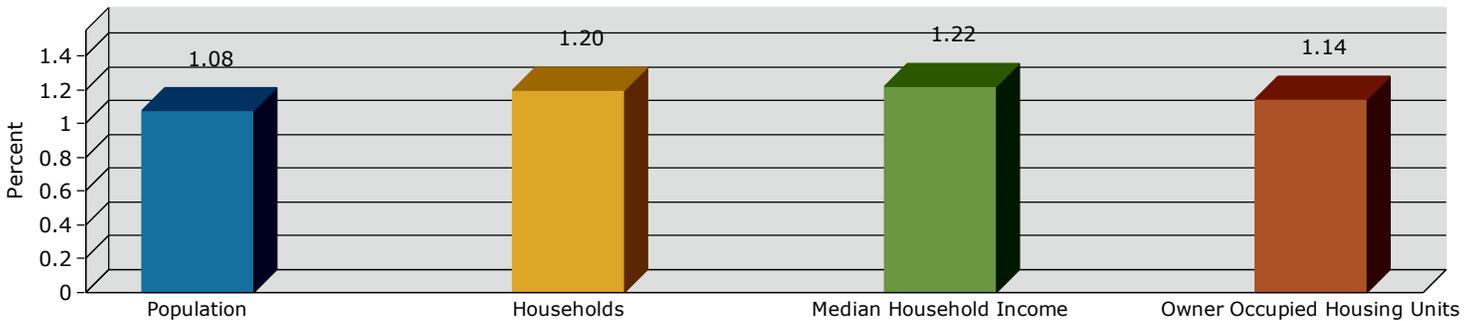
Households



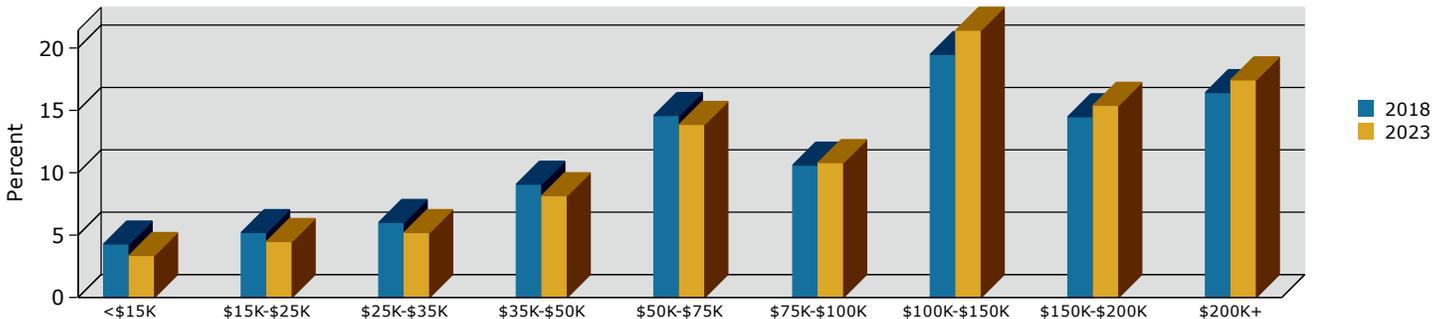
2018 Home Value



2018-2023 Annual Growth Rate



Household Income

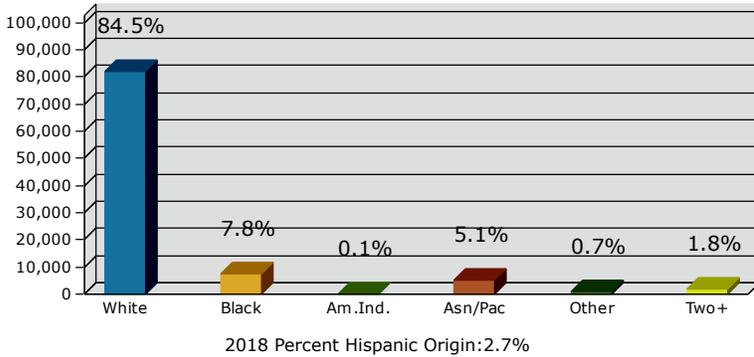


Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023.

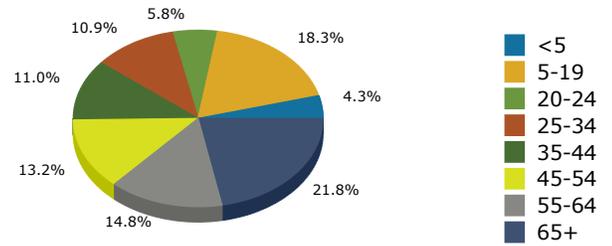
Middletown Twp, Pennsylvania
 Ring: 5 mile radius

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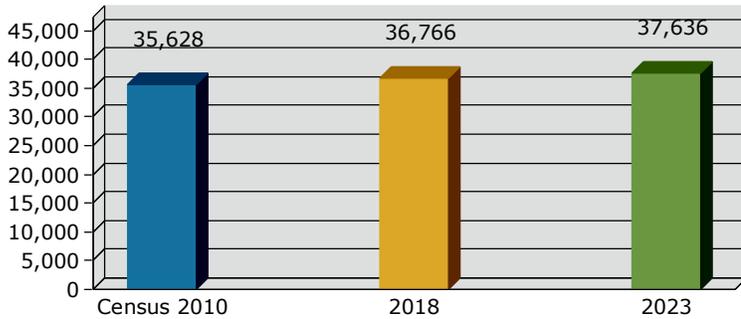
2018 Population by Race



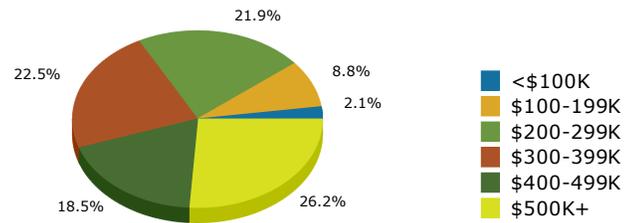
2018 Population by Age



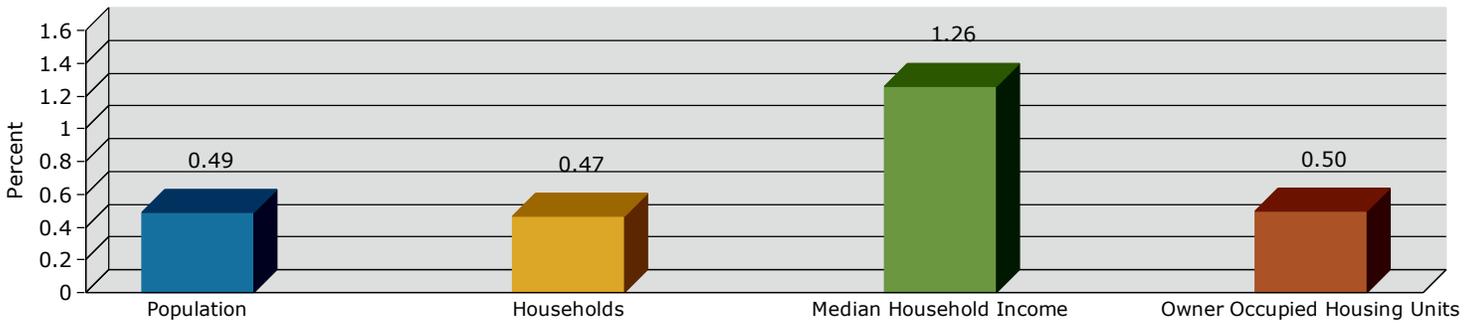
Households



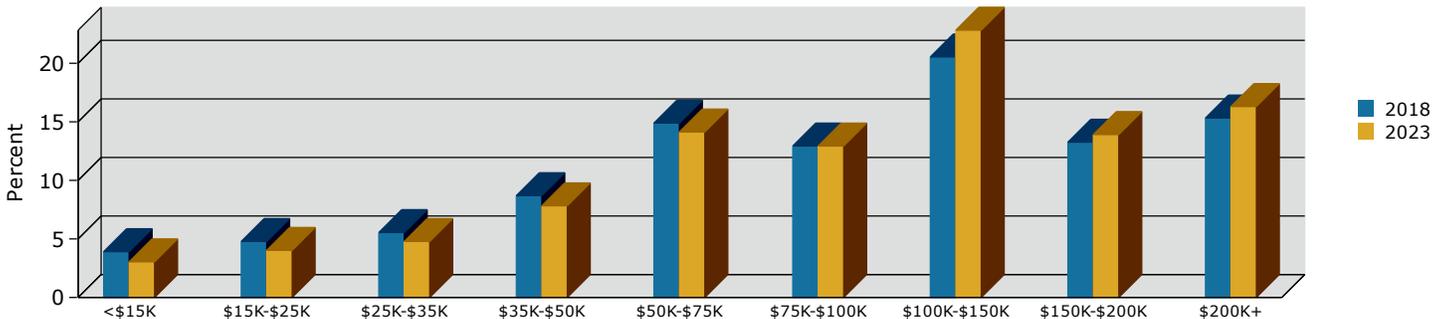
2018 Home Value



2018-2023 Annual Growth Rate



Household Income



Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023.

Middletown Twp, Pennsylvania
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 39.92237
Longitude: -75.46910

	1 mile	3 miles	5 miles
Population Summary			
2000 Total Population	1,324	21,121	86,044
2010 Total Population	1,491	24,711	93,875
2018 Total Population	1,830	26,036	97,139
2018 Group Quarters	86	5,007	6,677
2023 Total Population	1,984	27,471	99,554
2018-2023 Annual Rate	1.63%	1.08%	0.49%
2018 Total Daytime Population	1,123	28,323	106,954
Workers	197	14,670	59,762
Residents	926	13,653	47,192
Household Summary			
2000 Households	386	7,368	31,604
2000 Average Household Size	3.12	2.30	2.49
2010 Households	490	8,640	35,628
2010 Average Household Size	2.87	2.27	2.44
2018 Households	596	9,185	36,766
2018 Average Household Size	2.93	2.29	2.46
2023 Households	646	9,748	37,636
2023 Average Household Size	2.94	2.30	2.47
2018-2023 Annual Rate	1.62%	1.20%	0.47%
2010 Families	416	5,572	23,488
2010 Average Family Size	3.14	2.89	3.05
2018 Families	502	5,839	23,938
2018 Average Family Size	3.21	2.92	3.07
2023 Families	543	6,138	24,354
2023 Average Family Size	3.22	2.95	3.08
2018-2023 Annual Rate	1.58%	1.00%	0.35%
Housing Unit Summary			
2000 Housing Units	393	7,624	32,870
Owner Occupied Housing Units	90.8%	72.3%	74.4%
Renter Occupied Housing Units	7.6%	24.3%	21.8%
Vacant Housing Units	1.5%	3.4%	3.9%
2010 Housing Units	514	9,230	37,673
Owner Occupied Housing Units	89.1%	69.3%	72.3%
Renter Occupied Housing Units	6.2%	24.3%	22.3%
Vacant Housing Units	4.7%	6.4%	5.4%
2018 Housing Units	600	9,588	38,367
Owner Occupied Housing Units	92.2%	68.0%	70.6%
Renter Occupied Housing Units	7.2%	27.8%	25.2%
Vacant Housing Units	0.7%	4.2%	4.2%
2023 Housing Units	647	10,223	39,244
Owner Occupied Housing Units	92.9%	67.5%	70.8%
Renter Occupied Housing Units	6.8%	27.8%	25.1%
Vacant Housing Units	0.2%	4.6%	4.1%
Median Household Income			
2018	\$135,015	\$100,370	\$98,122
2023	\$134,200	\$106,627	\$104,442
Median Home Value			
2018	\$603,643	\$414,090	\$378,114
2023	\$622,797	\$441,546	\$401,736
Per Capita Income			
2018	\$60,513	\$48,943	\$50,858
2023	\$62,709	\$52,907	\$54,823
Median Age			
2010	44.8	44.3	43.0
2018	46.9	46.3	44.8
2023	46.8	46.8	45.4

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.



Middletown Twp, Pennsylvania
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 39.92237
Longitude: -75.46910

	1 mile	3 miles	5 miles
2018 Households by Income			
Household Income Base	596	9,185	36,766
<\$15,000	2.9%	4.3%	3.9%
\$15,000 - \$24,999	2.2%	5.2%	4.8%
\$25,000 - \$34,999	3.7%	6.1%	5.5%
\$35,000 - \$49,999	5.7%	9.1%	8.7%
\$50,000 - \$74,999	7.7%	14.6%	14.9%
\$75,000 - \$99,999	7.2%	10.6%	12.9%
\$100,000 - \$149,999	26.3%	19.4%	20.6%
\$150,000 - \$199,999	19.5%	14.4%	13.3%
\$200,000+	24.8%	16.4%	15.4%
Average Household Income	\$184,456	\$133,154	\$130,744
2023 Households by Income			
Household Income Base	646	9,748	37,636
<\$15,000	2.6%	3.4%	3.1%
\$15,000 - \$24,999	2.0%	4.5%	4.1%
\$25,000 - \$34,999	3.4%	5.2%	4.8%
\$35,000 - \$49,999	5.4%	8.1%	7.8%
\$50,000 - \$74,999	7.4%	13.9%	14.2%
\$75,000 - \$99,999	7.3%	10.8%	13.0%
\$100,000 - \$149,999	28.3%	21.4%	22.9%
\$150,000 - \$199,999	19.2%	15.3%	13.9%
\$200,000+	24.5%	17.4%	16.3%
Average Household Income	\$191,440	\$144,509	\$141,552
2018 Owner Occupied Housing Units by Value			
Total	553	6,524	27,095
<\$50,000	0.0%	0.9%	0.8%
\$50,000 - \$99,999	0.7%	1.3%	1.3%
\$100,000 - \$149,999	0.0%	1.7%	2.1%
\$150,000 - \$199,999	1.6%	3.5%	6.6%
\$200,000 - \$249,999	0.4%	9.8%	10.1%
\$250,000 - \$299,999	2.7%	11.4%	11.6%
\$300,000 - \$399,999	9.4%	18.8%	22.3%
\$400,000 - \$499,999	20.3%	18.4%	18.3%
\$500,000 - \$749,999	36.0%	20.1%	19.0%
\$750,000 - \$999,999	22.1%	10.1%	5.3%
\$1,000,000 - \$1,499,999	6.3%	3.4%	1.7%
\$1,500,000 - \$1,999,999	0.2%	0.2%	0.4%
\$2,000,000 +	0.4%	0.3%	0.4%
Average Home Value	\$644,078	\$479,176	\$432,808
2023 Owner Occupied Housing Units by Value			
Total	601	6,905	27,776
<\$50,000	0.0%	0.3%	0.3%
\$50,000 - \$99,999	0.2%	0.6%	0.6%
\$100,000 - \$149,999	0.0%	1.0%	1.4%
\$150,000 - \$199,999	0.8%	2.5%	5.2%
\$200,000 - \$249,999	0.3%	8.7%	8.9%
\$250,000 - \$299,999	2.2%	10.4%	10.8%
\$300,000 - \$399,999	8.2%	18.1%	22.3%
\$400,000 - \$499,999	19.8%	20.0%	19.8%
\$500,000 - \$749,999	37.8%	22.7%	21.9%
\$750,000 - \$999,999	22.5%	9.7%	5.5%
\$1,000,000 - \$1,499,999	7.3%	4.9%	2.1%
\$1,500,000 - \$1,999,999	0.5%	0.4%	0.5%
\$2,000,000 +	0.5%	0.6%	0.5%
Average Home Value	\$670,008	\$515,466	\$460,044

Data Note: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.



Middletown Twp, Pennsylvania
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 39.92237
Longitude: -75.46910

	1 mile	3 miles	5 miles
2010 Population by Age			
Total	1,494	24,712	93,873
0 - 4	3.9%	3.9%	4.7%
5 - 9	6.8%	4.8%	5.5%
10 - 14	7.8%	5.4%	6.1%
15 - 24	15.7%	17.4%	14.0%
25 - 34	5.4%	8.5%	10.4%
35 - 44	10.6%	10.9%	12.0%
45 - 54	20.3%	14.8%	16.0%
55 - 64	17.9%	12.3%	13.8%
65 - 74	6.6%	7.0%	7.9%
75 - 84	2.9%	7.7%	6.1%
85 +	1.9%	7.3%	3.6%
18 +	74.1%	80.5%	79.1%
2018 Population by Age			
Total	1,830	26,037	97,140
0 - 4	3.7%	3.6%	4.3%
5 - 9	6.3%	4.3%	5.1%
10 - 14	7.3%	5.1%	5.8%
15 - 24	14.2%	16.8%	13.2%
25 - 34	6.3%	9.2%	10.9%
35 - 44	9.3%	9.4%	11.0%
45 - 54	17.8%	12.4%	13.2%
55 - 64	20.6%	13.8%	14.8%
65 - 74	9.3%	9.6%	11.1%
75 - 84	3.2%	8.0%	6.7%
85 +	2.0%	7.7%	4.0%
18 +	76.7%	82.0%	80.6%
2023 Population by Age			
Total	1,985	27,470	99,556
0 - 4	3.8%	3.7%	4.3%
5 - 9	6.3%	4.3%	4.9%
10 - 14	7.2%	4.8%	5.4%
15 - 24	13.5%	15.7%	12.3%
25 - 34	6.3%	9.4%	10.6%
35 - 44	10.5%	10.3%	12.1%
45 - 54	16.4%	11.1%	12.0%
55 - 64	19.9%	12.8%	13.6%
65 - 74	10.4%	11.2%	12.5%
75 - 84	3.8%	9.2%	8.2%
85 +	2.0%	7.5%	4.1%
18 +	77.0%	82.6%	81.4%
2010 Population by Sex			
Males	755	12,305	45,774
Females	736	12,406	48,101
2018 Population by Sex			
Males	931	12,962	47,439
Females	899	13,074	49,700
2023 Population by Sex			
Males	1,014	13,676	48,740
Females	971	13,796	50,815

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

Middletown Twp, Pennsylvania
 Rings: 1, 3, 5 mile radii

 Prepared by Esri
 Latitude: 39.92237
 Longitude: -75.46910

	1 mile	3 miles	5 miles
2010 Population by Race/Ethnicity			
Total	1,490	24,711	93,875
White Alone	90.7%	84.5%	88.2%
Black Alone	4.9%	10.7%	6.3%
American Indian Alone	0.1%	0.1%	0.1%
Asian Alone	2.4%	2.9%	3.6%
Pacific Islander Alone	0.0%	0.0%	0.0%
Some Other Race Alone	0.7%	0.7%	0.5%
Two or More Races	1.2%	1.0%	1.2%
Hispanic Origin	1.8%	1.8%	1.9%
Diversity Index	20.5	29.9	24.5
2018 Population by Race/Ethnicity			
Total	1,828	26,035	97,138
White Alone	88.3%	80.2%	84.5%
Black Alone	5.5%	13.1%	7.8%
American Indian Alone	0.1%	0.1%	0.1%
Asian Alone	3.4%	4.0%	5.1%
Pacific Islander Alone	0.0%	0.0%	0.0%
Some Other Race Alone	1.0%	1.0%	0.7%
Two or More Races	1.8%	1.5%	1.8%
Hispanic Origin	2.7%	2.7%	2.7%
Diversity Index	26.0	37.2	31.6
2023 Population by Race/Ethnicity			
Total	1,985	27,473	99,554
White Alone	85.7%	76.6%	81.1%
Black Alone	6.2%	15.0%	9.2%
American Indian Alone	0.1%	0.2%	0.1%
Asian Alone	4.4%	5.0%	6.4%
Pacific Islander Alone	0.0%	0.0%	0.0%
Some Other Race Alone	1.3%	1.3%	0.9%
Two or More Races	2.3%	1.9%	2.2%
Hispanic Origin	3.7%	3.5%	3.6%
Diversity Index	31.1	42.9	37.6
2010 Population by Relationship and Household Type			
Total	1,491	24,711	93,875
In Households	94.2%	79.3%	92.7%
In Family Households	88.5%	66.0%	77.4%
Householder	27.1%	21.3%	24.9%
Spouse	24.7%	18.2%	20.9%
Child	34.1%	24.0%	27.8%
Other relative	1.7%	1.8%	2.7%
Nonrelative	0.7%	0.8%	1.1%
In Nonfamily Households	5.8%	13.3%	15.3%
In Group Quarters	5.8%	20.7%	7.3%
Institutionalized Population	3.7%	14.0%	4.3%
Noninstitutionalized Population	2.1%	6.7%	3.0%

Data Note: Persons of Hispanic Origin may be of any race. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

Middletown Twp, Pennsylvania
 Rings: 1, 3, 5 mile radii

 Prepared by Esri
 Latitude: 39.92237
 Longitude: -75.46910

	1 mile	3 miles	5 miles
2018 Population 25+ by Educational Attainment			
Total	1,253	18,260	69,627
Less than 9th Grade	0.2%	1.1%	1.0%
9th - 12th Grade, No Diploma	0.4%	3.2%	2.4%
High School Graduate	4.5%	22.0%	20.4%
GED/Alternative Credential	0.6%	2.0%	1.5%
Some College, No Degree	10.7%	13.2%	14.6%
Associate Degree	2.8%	6.1%	6.8%
Bachelor's Degree	50.4%	30.0%	29.7%
Graduate/Professional Degree	30.4%	22.4%	23.6%
2018 Population 15+ by Marital Status			
Total	1,513	22,631	82,412
Never Married	32.9%	31.9%	30.1%
Married	62.1%	50.1%	53.6%
Widowed	2.5%	10.5%	7.7%
Divorced	2.4%	7.5%	8.7%
2018 Civilian Population 16+ in Labor Force			
Civilian Employed	91.4%	96.2%	95.8%
Civilian Unemployed (Unemployment Rate)	8.6%	3.8%	4.2%
2018 Employed Population 16+ by Industry			
Total	924	11,607	49,808
Agriculture/Mining	0.0%	0.2%	0.3%
Construction	5.2%	4.3%	5.4%
Manufacturing	10.8%	7.3%	9.4%
Wholesale Trade	2.8%	2.2%	2.5%
Retail Trade	7.4%	9.3%	8.7%
Transportation/Utilities	5.7%	3.6%	3.4%
Information	4.3%	2.2%	1.8%
Finance/Insurance/Real Estate	18.7%	9.7%	9.2%
Services	41.5%	58.0%	56.5%
Public Administration	3.5%	3.2%	2.7%
2018 Employed Population 16+ by Occupation			
Total	922	11,607	49,807
White Collar	87.3%	78.0%	75.8%
Management/Business/Financial	38.2%	23.3%	21.9%
Professional	29.0%	29.9%	30.0%
Sales	15.8%	12.9%	10.6%
Administrative Support	4.3%	11.9%	13.3%
Services	3.8%	10.6%	12.0%
Blue Collar	8.7%	11.4%	12.2%
Farming/Forestry/Fishing	0.0%	0.1%	0.2%
Construction/Extraction	2.8%	2.9%	3.3%
Installation/Maintenance/Repair	0.6%	3.1%	2.7%
Production	1.4%	1.7%	2.8%
Transportation/Material Moving	3.8%	3.5%	3.3%
2010 Population By Urban/ Rural Status			
Total Population	1,491	24,711	93,875
Population Inside Urbanized Area	94.7%	96.5%	98.4%
Population Inside Urbanized Cluster	0.0%	0.0%	0.0%
Rural Population	5.3%	3.5%	1.6%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

March 26, 2019

Middletown Twp, Pennsylvania
 Rings: 1, 3, 5 mile radii

 Prepared by Esri
 Latitude: 39.92237
 Longitude: -75.46910

	1 mile	3 miles	5 miles
2010 Households by Type			
Total	491	8,639	35,627
Households with 1 Person	12.2%	31.5%	28.5%
Households with 2+ People	87.8%	68.5%	71.5%
Family Households	84.7%	64.5%	65.9%
Husband-wife Families	77.4%	55.2%	55.2%
With Related Children	36.3%	23.7%	23.3%
Other Family (No Spouse Present)	7.3%	9.3%	10.7%
Other Family with Male Householder	2.4%	2.6%	3.0%
With Related Children	1.8%	1.4%	1.4%
Other Family with Female Householder	4.9%	6.7%	7.7%
With Related Children	2.4%	3.3%	3.8%
Nonfamily Households	3.1%	4.0%	5.6%
All Households with Children	40.8%	28.6%	28.9%
Multigenerational Households	2.7%	2.8%	3.0%
Unmarried Partner Households	2.9%	3.6%	4.8%
Male-female	2.2%	3.1%	4.2%
Same-sex	0.6%	0.5%	0.6%
2010 Households by Size			
Total	491	8,639	35,627
1 Person Household	12.2%	31.5%	28.5%
2 Person Household	33.2%	31.4%	33.7%
3 Person Household	20.6%	14.8%	15.3%
4 Person Household	20.8%	13.3%	13.6%
5 Person Household	8.8%	6.0%	6.0%
6 Person Household	3.1%	2.2%	2.0%
7 + Person Household	1.4%	0.8%	0.8%
2010 Households by Tenure and Mortgage Status			
Total	490	8,640	35,628
Owner Occupied	93.5%	74.1%	76.4%
Owned with a Mortgage/Loan	72.9%	53.8%	55.5%
Owned Free and Clear	20.6%	20.3%	20.9%
Renter Occupied	6.5%	25.9%	23.6%
2010 Housing Units By Urban/ Rural Status			
Total Housing Units	514	9,230	37,673
Housing Units Inside Urbanized Area	93.4%	96.0%	98.3%
Housing Units Inside Urbanized Cluster	0.0%	0.0%	0.0%
Rural Housing Units	6.6%	4.0%	1.7%

Data Note: Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.



Middletown Twp, Pennsylvania
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 39.92237
Longitude: -75.46910

	1 mile	3 miles	5 miles
Top 3 Tapestry Segments			
1.	Top Tier (1A)	Golden Years (9B)	Golden Years (9B)
2.	Professional Pride (1B)	Top Tier (1A)	Exurbanites (1E)
3.	Golden Years (9B)	Professional Pride (1B)	Top Tier (1A)
2018 Consumer Spending			
Apparel & Services: Total \$	\$2,653,228	\$30,424,954	\$120,592,468
Average Spent	\$4,451.72	\$3,312.46	\$3,280.00
Spending Potential Index	205	152	151
Education: Total \$	\$2,301,062	\$22,635,672	\$89,243,729
Average Spent	\$3,860.84	\$2,464.42	\$2,427.34
Spending Potential Index	267	170	168
Entertainment/Recreation: Total \$	\$4,010,760	\$45,883,491	\$180,685,027
Average Spent	\$6,729.46	\$4,995.48	\$4,914.46
Spending Potential Index	209	155	153
Food at Home: Total \$	\$5,558,723	\$68,181,765	\$268,900,467
Average Spent	\$9,326.72	\$7,423.16	\$7,313.84
Spending Potential Index	186	148	146
Food Away from Home: Total \$	\$4,140,846	\$48,803,964	\$193,419,873
Average Spent	\$6,947.73	\$5,313.44	\$5,260.84
Spending Potential Index	198	151	150
Health Care: Total \$	\$6,906,597	\$82,154,174	\$319,518,918
Average Spent	\$11,588.25	\$8,944.38	\$8,690.61
Spending Potential Index	202	156	152
HH Furnishings & Equipment: Total \$	\$2,615,630	\$29,799,786	\$117,759,081
Average Spent	\$4,388.64	\$3,244.40	\$3,202.93
Spending Potential Index	210	155	153
Personal Care Products & Services: Total \$	\$1,025,170	\$11,954,252	\$46,968,491
Average Spent	\$1,720.08	\$1,301.50	\$1,277.50
Spending Potential Index	208	157	154
Shelter: Total \$	\$20,829,806	\$243,086,741	\$954,016,621
Average Spent	\$34,949.34	\$26,465.62	\$25,948.34
Spending Potential Index	208	158	155
Support Payments/Cash Contributions/Gifts in Kind: Total \$	\$3,634,785	\$38,999,163	\$149,629,874
Average Spent	\$6,098.63	\$4,245.96	\$4,069.79
Spending Potential Index	245	171	164
Travel: Total \$	\$3,148,923	\$33,269,384	\$130,523,695
Average Spent	\$5,283.43	\$3,622.14	\$3,550.12
Spending Potential Index	245	168	165
Vehicle Maintenance & Repairs: Total \$	\$1,252,194	\$14,874,888	\$58,841,092
Average Spent	\$2,101.00	\$1,619.48	\$1,600.42
Spending Potential Index	195	151	149

Data Note: Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

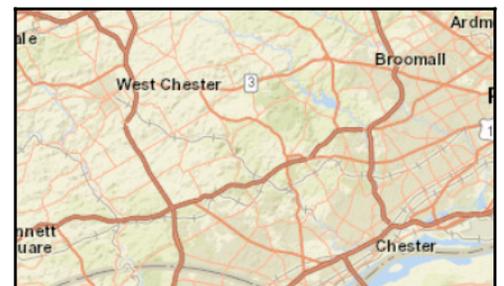
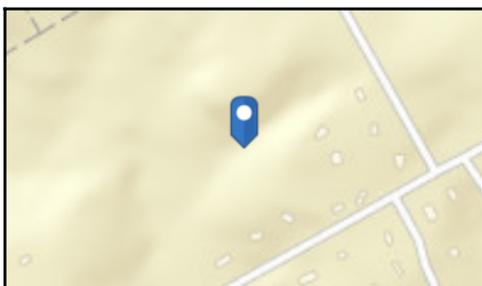
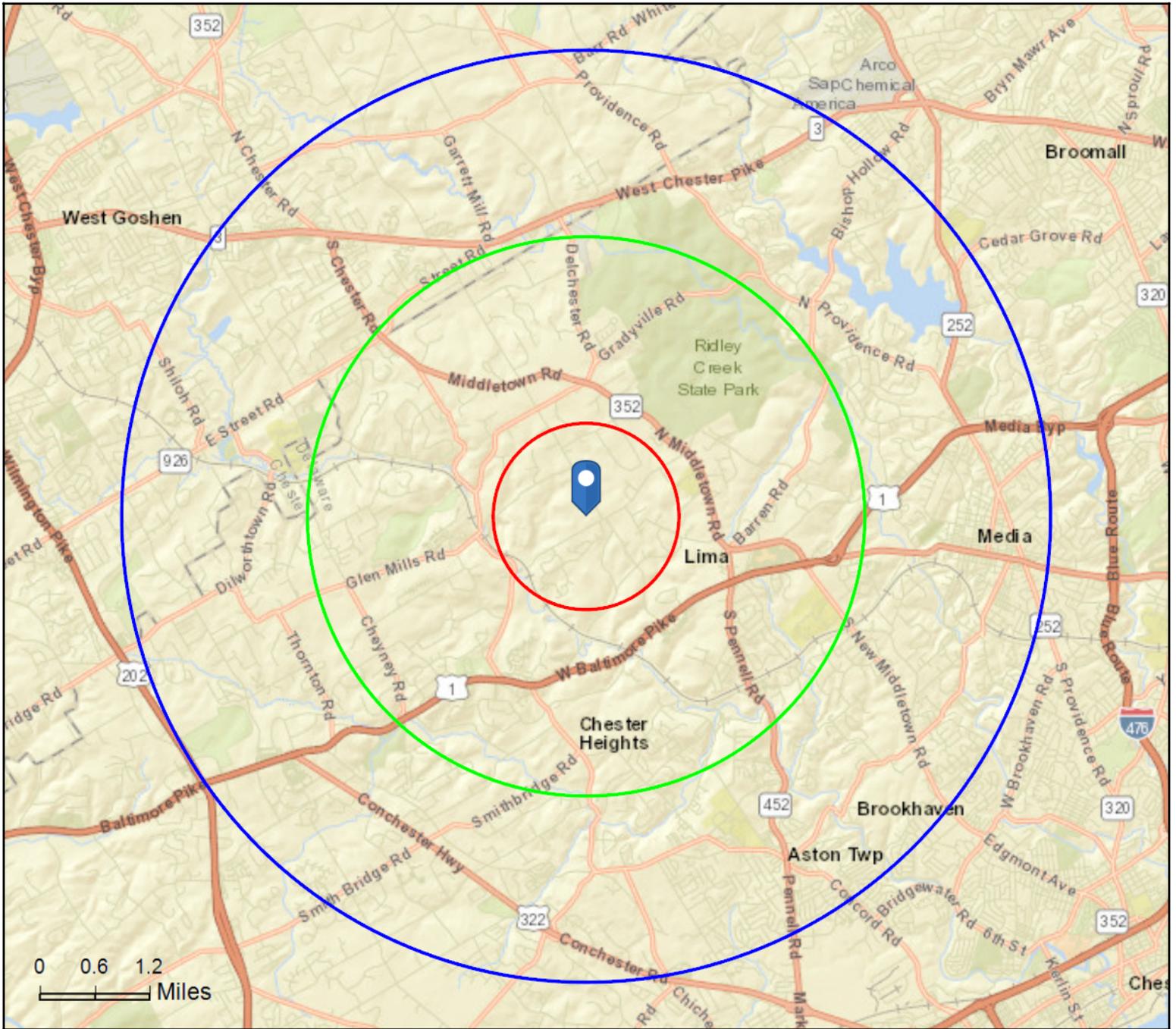
Source: Consumer Spending data are derived from the 2015 and 2016 Consumer Expenditure Surveys, Bureau of Labor Statistics. Esri.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

Site Map

Middletown Twp, Pennsylvania
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 39.92237
Longitude: -75.46910



2/22/19 -JGR

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (the "Agreement") is made as of February 26, 2019 (the "Effective Date"), by and between SLEIGHTON SCHOOL, a Pennsylvania nonprofit corporation, c/o Elwyn, 111 Elwyn Road, Elwyn, PA 19063 (the "Seller"), and MIDDLETOWN TOWNSHIP P.O. Box 157, Lima, PA 19037 (the "Buyer"). All capitalized terms used in this Agreement shall be afforded the meaning ascribed to them herein.

Intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Sale and Purchase:** Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller all that certain lot or piece of ground situated on the northwest corner of Forge Road and Valley Road, Middletown Township, Delaware County, Pennsylvania, all as more particularly shown on the Former Sleighton School Property Plan prepared for Middletown Township by G.D. Houtman & Son, Inc., dated January 29, 2019 (the "Plan"), a reduced copy of which is attached hereto as Exhibit "A", and as more particularly described in Exhibit "B" attached hereto, together with all improvements thereon and any easements, rights and privileges appurtenant thereto (collectively referred to herein as the "Property").

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") shall be Seven Million Five Hundred Twenty-Five Thousand Dollars (\$7,525,000.00), which shall be paid as follows:

2.1 Fifty Thousand Dollars (\$50,000.00) (the "Deposit") by check payable to and delivered into escrow in accordance with Paragraph 3 hereof; and

2.2 The balance of the Purchase Price of Seven Million Four Hundred Seventy-Five Thousand Dollars (\$7,475,000.00) at Closing in cash or by bank certified or cashier's check or, at Seller's option and direction, by wire transfer of immediately available federal funds (if a check or by wire transfer, then in any case payable to or transferred to the order or account of Seller or such other person as Seller may designate in writing).

3. **Escrow of Deposit.**

3.1 The Deposit has this day been deposited with and shall be held in escrow by Land Services USA, Inc. (the "Title Insurer" or the "Escrow Agent"). The

parties and Escrow Agent agree that the Deposit, together with interest thereon (the "Escrow Funds") shall be applied as follows:

3.1.1 If Closing is held, the Escrow Funds shall be paid over to Seller and the Escrow Funds shall be credited to the Purchase Price;

3.1.2 If Closing is not held by reason of Buyer's default, the Escrow Funds shall be paid over to Seller and shall be retained by Seller as provided for in Paragraph 14.1 below.

3.1.3 If Closing is not held by reason of Seller's default, the Escrow Funds shall, at the option of Buyer, be paid over to Buyer as provided for in Paragraph 14.2 below.

3.1.4 If Closing is not held by reason of a failure of condition of title, as set forth in Paragraph 9 below, or failure of a condition precedent to Buyer's performance hereunder, and not by reason of a default by Seller or Buyer hereunder, the Escrow Funds shall be paid over to Buyer, neither party shall have any further liability or obligation hereunder and this Agreement shall terminate, except for those obligations that expressly survive any such termination.

3.2 The Escrow Funds shall be held in an interest bearing money-market type account with a federally insured national or state-chartered bank, savings bank, or savings and loan association.

3.3 Escrow Agent is acting as agent only and will in no case be held liable to either party for the performance of any term or covenant of this Agreement or for damages for the nonperformance hereof, nor shall Escrow Agent be required or obligated to determine any questions of fact or law. Escrow Agent's only responsibility hereunder shall be for the safekeeping of the Escrow Funds and the full and faithful performance by the Escrow Agent of the duties imposed by this Paragraph 3.

3.4 Escrow Agent shall be obligated to disburse the proceeds of the Escrow Funds (1) at Closing or (2) upon any cancellation or termination of this Agreement, only upon the joint written instructions of both parties or an order of a court of competent jurisdiction; and in the absence of such instructions or court order, Escrow Agent shall be and is hereby authorized, but not obligated, to pay the entire amount of the Escrow Funds into Court, and any expenses to Escrow Agent for so doing shall be payable out of the Escrow Funds.

4. Covenants, Representations and Warranties.

4.1 Seller covenants, represents and warrants to Buyer as follows:

4.1.1 Seller has the power and authority to sell, transfer, convey and deliver the Property to be sold and purchased hereunder, and all necessary action to authorize the execution and delivery of this Agreement has been properly taken.

4.1.2 The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of Seller or any instrument to which Seller is a party or by which Seller or the Property is bound, or, to Seller's actual knowledge, any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

4.1.3 To Seller's actual knowledge, as of the Effective Date, no person or other entity has (1) any right or option to acquire all or any portion of the Property, or (2) any tenancy or other interest or right of occupancy in or with respect to all or any portion of the Property.

4.1.4 To Seller's actual knowledge, as of the Effective Date, no notice by any governmental or other public authority has been served upon the Seller, or anyone on the Seller's behalf, relating to violations of any applicable zoning, housing, building, safety, fire or other laws or ordinances.

4.1.5 To Seller's actual knowledge, there is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting all or any portion of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality, whether or not covered by insurance, including but not limited to proceedings for or involving collections, evictions, condemnation, eminent domain actions, environmental actions, violations relating to use or occupancy by handicapped or disabled persons, alleged building code or zoning violations, personal injuries or property damage.

4.1.6 Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code.

4.1.7 To Seller's actual knowledge, as of the Effective Date, Seller has received no written notice from the holder of any mortgage covering the Property or from any insurance companies requiring any material repairs or work to be done on the Property which has not been complied with in full or which will not be complied with in full prior to Closing.

4.1.8 All personal property ("Personal Property"), if any, located on the Property shall be removed by Seller prior to Closing.

4.1.9 As of the Effective Date, the Seller currently has in force and effect and will continue to maintain until Closing, comprehensive general liability and all

risk coverage (including workmen's compensation coverage) insurance covering the Property in the amounts and with the companies set forth on Exhibit "D" attached hereto and made a part hereof (or other reputable insurers), so long as such insurance is available at the same rates as now in effect. Seller shall notify Buyer, in writing, if any of the existing policies are cancelled.

4.1.10 All Due Diligence Documents shall be provided to Buyer within seven (7) business days of the Effective Date. "Due Diligence Documents" means the following documents to the extent in Seller's possession or control and/or in the possession or control of Seller's counsel, Riley, Riper, Hollin & Colagreco, and to the extent related to the period commencing on July 30, 2012 through and including the Effective Date, all environmental reports, assessments, audits, studies, investigations, data, and correspondence to and from third parties, including without limitation, governmental authorities, with the exception of correspondence covered by the attorney-client privilege, concerning the Property.

4.1.11 As of the Effective Date, Seller has received no written notices that any governmental body having jurisdiction over the Property intends to exercise the power of eminent domain and similar powers or respect to any or all of the Property.

4.1.12 Seller shall have paid or made adequate provisions for payment of any unpaid bills for any work done or materials furnished for construction in, on or about the Property for which any lien may be filed or claimed against Buyer.

If, at any time between the Effective Date and Closing, Seller is notified or becomes aware of any event or incident inconsistent with or contrary to the representations, covenants and warranties herein contained, Seller shall promptly give notice thereof to Buyer. In the event of breach of any representation, warranty or covenant of Seller contained above or elsewhere in this Agreement prior to Closing, same shall constitute a Seller Default under this Agreement, subject to any applicable notice and cure period provided for in Paragraph 14.2. Except for the express representations and warranties of Seller made in this Agreement, Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "**AS IS, WHERE IS, WITH ALL FAULTS,**" based upon its own investigations and not upon any representations made by the Seller, except and only except those express representations and warranties of Seller contained in this Agreement. Except as expressly set forth in this Agreement, Buyer shall not, and will not, rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property.

4.2 Buyer covenants, represents and warrants to Seller as follows:

4.2.1 Buyer has all capacity to enter into and perform this Agreement.

4.2.2 Subject to the approvals contemplated by Paragraph 7 hereof:

a. This Agreement has been duly executed by Buyer with all necessary approvals applicable to it; and

b. The execution, delivery of this Agreement and the performance of its obligations hereunder will not result in a breach of Buyer's governing documents, any agreement or instrument to which it is party or by which it is bound, any applicable law, rule or regulation or to its actual knowledge, any judgment, decree or order of any court or governmental body.

4.2.3 No pending or, to the knowledge of Buyer, threatened litigation exists which, if determined adversely, would restrain the consummation of the transactions contemplated by this Agreement or would declare illegal, invalid or non-binding any of Buyer's obligations or covenants to Seller.

5. Closing.

5.1 The Closing under this Agreement (the "Closing") shall be held at 10:00 A.M. local time on or before thirty-one (31) days from and after satisfaction of the Conditions set forth in Paragraph 7 hereof at the offices of Petrikin, Wellman, Damico, Brown & Petrosa, 109 Chesley Drive, Media, Pennsylvania 19063, or at such place (or by mail) as Seller and Buyer may mutually agree in writing provided, however, that if such Conditions are not satisfied or waived by August 19, 2019, Seller may terminate this Agreement at any time by fifteen (15) days prior written notice to Buyer; it being understood and agreed that if Buyer either satisfies or fully and forever waives any and all such Conditions and notifies Seller thereof in writing within said fifteen (15) day period, the same shall render Seller's notice of termination null and void and the parties shall proceed to Closing within thirty-one (31) days thereafter.

5.2 Buyer's obligations hereunder to consummate Closing are contingent upon the occurrence of all of the following conditions precedent:

5.2.1 Satisfaction of all of the Conditions set forth in Paragraph 7 hereof.

5.2.2 All warranties and representations of Seller being true and correct as of Closing.

5.3 At Closing, Seller shall deliver to Buyer the following:

5.3.1 A special warranty deed (the "Deed") to the Property using the metes and bounds description of Property attached hereto as Exhibit "B", duly executed and acknowledged by Seller and in proper form for recording, conveying fee simple title to the Property to Buyer, subject to the Permitted Exceptions.

5.3.2 A FIRPTA certificate in the form of Exhibit "C" attached hereto.

5.4 At Closing, Buyer shall deliver to Seller the following:

5.4.1 A bank certified or cashier's check, or at Seller's option and direction, a wire transfer of immediately available Federal funds, in either case, payable to or transferred to the order or account of Seller or to such other person as Seller shall designate in writing for the balance of the Purchase Price required under Paragraph 2 hereof.

6. Apportionments; Expenses.

6.1 Apportionments. The following items shall be adjusted and apportioned between Seller and Buyer as of midnight of the day prior to the Closing (the "Pro Ration Date") as follows:

6.1.1 Taxes. All real estate taxes, charges and assessments affecting the Property, if any, shall be pro-rated on a per diem basis as of the Pro Ration Date, disregarding any discount or penalty and on the basis of the fiscal year of the authority levying the same. If any of the same have not been finally assessed, as of the date of Closing, for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor and shall be re-adjusted immediately when and if final bills are issued.

6.1.2 Utilities. Charges for water, electricity, sewer rental, gas, if any, and all other utilities shall be prorated on a per diem basis as of the Pro Ration Date, disregarding any discount or penalty and on the basis of the fiscal year or billing period of the authority, utility or other entity levying or charging for the same. If the consumption of any of the foregoing is measured by meters, then in lieu of apportionment as aforesaid, Seller shall, not earlier than five days preceding the date of Closing, obtain a reading of each such meter and Seller shall pay all charges thereunder through the date of the meter readings. If there is no such meter or if the bills for any of the foregoing have not been issued prior to the date of the Closing, the charges therefore shall be adjusted at the Closing on the basis of charges for the prior period for which bills were issued and shall be further adjusted when the bills for the current period are issued. Seller and Buyer shall cooperate to cause the transfer of the Property's utility accounts from Seller to Buyer.

6.1.3 Roll Back Real Estate Taxes. Buyer shall be responsible for all "roll back" real estate taxes, if any.

6.2 Expenses. Each party shall pay all of its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limiting the generality of the foregoing, (i) all costs and expenses stated herein to be borne by a party, and (ii) all of their respective accounting, legal and appraisal fees. Buyer, in addition to Buyer's other expenses, shall pay for (a) all recording charges incident to the recording of the Deed for the Property, (b) all title insurance premiums, and (c) one-half (1/2) of all realty transfer taxes, if any. Seller, in addition to its other expenses, shall pay for one-half (1/2) of all realty transfer taxes, if any. Each party's obligation for the payment of Transfer Taxes, if any, shall survive Closing.

7. Conditions of Buyer's Purchase of the Property. The obligation of Buyer under this Agreement to purchase the Property from Seller is contingent upon the satisfaction of each of the following conditions (each a "Condition" and collectively, the "Conditions"):

7.1 A favorable vote by the voters of Middletown Township, at the May 21, 2019 election authorizing the Township to incur electoral debt of approximately Eight Million Dollars (\$8,000,000.00) for the purchase of the Property and related costs, including but not limited to bond closing costs, legal expenses, appraisals, surveys and settlement costs.

7.2. Middletown Township receiving, on or before August 19, 2019, approval from all governmental agencies and/or authorities needed to obtain a municipal borrowing or borrowings in the amount of Eight Million Dollars (\$8,000,000).

7.3 The issuance of the bonds to be used in connection with the payment of the Purchase Price and related necessary costs associated with the transaction contemplated by this Agreement.

7.4 Buyer's receipt of a Phase I Environmental Report which it agrees to order expeditiously, at Buyer's sole cost and expense, indicating that there are no environmental issues (in Buyer's sole discretion) which adversely affect the Property. If Buyer is unsatisfied with the Phase I Environmental Report due to its indication of any environmental problems, in its sole discretion, Buyer may (1) terminate this Agreement and receive the Escrow Funds, or (2) in the alternative, may order a Phase II Environmental Report. If Buyer is unsatisfied with the Phase II Environmental Report, it may also notify the Seller that it is terminating this Agreement and receive the Escrow Funds. If Buyer is satisfied with either the Phase I or Phase II Environmental Reports or is willing to waive the Condition it shall notify Seller of that fact not later than 5:00 P.M., local time, on the ninetieth (90th) day following the Effective Date, and in the absence of such notice, Buyer shall be deemed to have waived said Condition.

8. Damage or Destruction; Condemnation.

8.1 If at any time prior to the date of Closing if all or any material portion of the Property is condemned or taken by eminent domain proceedings by any public authority other than Buyer, or if a notice of any such prospective condemnation or taking is given by any public authority other than Buyer, then, at the option of Buyer, this Agreement shall terminate and shall be cancelled with no further liability of either party to the other, except for those obligations that expressly survive such termination or cancellation of this Agreement, and the Deposit then made shall be returned to Buyer. Seller shall give Buyer prompt written notice of any actual or threatened taking.

8.2 If there is any partial or total damage as a result of fire or other casualty, or destruction or condemnation or taking, as above set forth, and if, in the case of condemnation, Buyer elects not to terminate this Agreement as therein provided, then (i) all insurance proceeds, unless the insurance proceeds were used to repair the damage or destruction and all condemnation proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing and Seller shall further execute all assignments and any other documents or other instruments as Buyer may reasonably request or as may be necessary to transfer all interest in all such proceeds to Buyer or to whomever Buyer shall direct; and (ii) Buyer shall take title to and possession of the Property at Closing in its condition at that time.

8.3 All existing casualty insurance policies respecting the Property shall be maintained and kept in full force and effect by Seller pending Closing to the extent required by Paragraph 4.1.9.

9. Quality of Title.

9.1. Certain Defined Terms.

9.1.1 "Exceptions" shall mean all liens, encumbrances, judgments, mortgages, easements, or restrictions with respect to the Property shown on the Title Commitment or the Survey.

9.1.2 "Permitted Exceptions" shall mean any Exceptions, other than Monetary Exceptions, which are (i) not objected to in writing by Buyer to Seller or (ii) objected to, but such objection is thereafter waived in writing by Buyer or deemed waived pursuant to Paragraphs 9.4 and 9.6.2 of this Agreement.

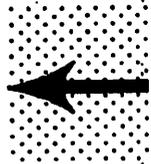
9.1.3 "Monetary Exceptions" means any Exceptions which can be removed or discharged by the payment of money only, including judgment liens, mortgages, mechanics' liens and delinquent taxes or taxes which are otherwise due and payable on or before Closing.

9.2 Application. Buyer shall make application to the Title Insurer for a commitment for the issuance of an ALTA Owner's Policy of Title Insurance (the "Title

Commitment"). Buyer may order an ALTA survey of the Property which shall contain the minimum standards for same as determined by Buyer and shall be prepared and sealed by a surveyor licensed in the Commonwealth of Pennsylvania (the "Survey").

9.3 Title Review. If the Title Commitment or the Survey contain any Exceptions that are not acceptable to Buyer ("Unpermitted Exceptions"), Buyer shall, on or before the Title Review Date, deliver to Seller written notice of Buyer's objections (a "Notice of Objection"), if any, to such Unpermitted Exceptions.

9.4 Waiver. Any Exception, other than Monetary Exceptions, to which Buyer does not object on or before (the "Title Review Date") 5:00 P.M., local time, on the tenth (10th) day following the receipt of the Survey and Title Commitment, but in no event later than ~~thirty (30)~~ ^{seven (7)} days before the expiration of the Inspection Period (as defined herein shall be deemed accepted by Buyer and shall thereafter be a Permitted Exception. If Buyer fails to deliver a Notice of Objection to Seller on or before the Title Review Date, Buyer shall be deemed to have waived its right to give a Notice of Objection, but without limitation of any other termination rights that the parties (or either one of them) may have. Notwithstanding anything set forth in this Paragraph 9 to the contrary, (a) no matter, encumbrance or other exceptions which is added to the Title Commitment or the Survey after its original issuance shall be a Permitted Exception, unless (i) consented to or deemed consented to by Buyer; (ii) caused by Buyer or (iii) first discovered after Title Review Date; and (b) Seller shall cause all Monetary Exceptions to be removed from the Title Commitment at or prior to Closing and the same shall not be considered Permitted Exceptions under any circumstances.



9.5 Seller's Notice. Within ~~ten (10)~~ ^{five (5)} days following the date of receipt of a Notice of Objection from Buyer, Seller shall give notice (a "Response Notice") advising Buyer with respect to each Unpermitted Exception that either (1) Seller will cause the Title Insurer to remove the Unpermitted Exception or insure Buyer against loss as a result of the Unpermitted Exception, or (2) Seller does not agree to cause the Title Insurer to remove the Unpermitted Exception or insure Buyer against loss as a result of the Unpermitted Exception. Seller's failure to timely provide a Response Notice shall be deemed as Seller's election to provide a Response Notice as described in Paragraph 9.5(2) above with respect to all of the Unpermitted Exceptions. If Seller timely provides a Response Notice, but Seller's Response Notice fails to address one or more of the Unpermitted Exceptions, Seller shall be deemed to have provided a Response Notice as described in Paragraph 9.5(2) above with respect to any such Unpermitted Exceptions.

9.6 Title Termination Notice.

9.6.1 If, pursuant to Paragraph 9.5(2) of this Agreement, Seller notifies (or is deemed to have notified) Buyer that Seller does not agree to cause the Title Insurer to remove each and every Unpermitted Exception or insure Buyer against loss as a result of each and every Unpermitted Exception, Buyer may terminate this Agreement by giving notice in writing to Seller (the "Title Termination Notice") prior to

the expiration of the Investigation Period. If Buyer gives a Title Termination Notice, all obligations, liabilities and rights of the parties under this Agreement shall terminate, except for those obligations that expressly survive the termination of this Agreement, and the Deposit then made by Buyer hereunder shall be returned to Buyer.

9.6.2 If Buyer does not give a Title Termination Notice within the period set forth in Paragraph 9.6.1 of this Agreement, Buyer shall be deemed to have waived the aforementioned termination right and agrees to accept title in the manner that Seller is willing to provide in its Response Notice (or deemed response) with those Unpermitted Exceptions which Seller has not agreed to cause the Title Insurer to remove or insure Buyer against loss as a result thereof becoming Permitted Exceptions, and this Agreement shall remain in full force and effect, but without limitation of any other termination rights that the parties (or either one of them) may have.

9.7 Condition of Title at Closing. Title to the Property shall be good and marketable and such as will be insured by the Title Insurer at the regular rates. Title to the Property shall be conveyed free and clear of all liens, easements and other encumbrances, except only the Permitted Exceptions. In the event Seller shall not be able to convey title to the Property on the date of Closing in accordance with the foregoing provisions of this Agreement, subject only to Permitted Exceptions, then Buyer shall have the option, exercisable by written notice to Seller at or prior to the Closing, of (i) accepting at Closing such title as Seller is able to convey, with no deduction from or adjustment of the Purchase Price, except for adjustment equal to the amount of any lien of an ascertainable and liquidated amount that has been reduced to a final unappealable judgment, together with interest and penalties thereon, if any; or (ii) declining to proceed to Closing; and in the latter event, all obligations, liabilities and rights of the parties under this Agreement shall terminate, except for those obligations that expressly survive the termination of this Agreement, and the Deposit then made by Buyer hereunder shall be returned to Buyer.

10. Notices. All notices and other communications hereunder shall be in writing (whether or not a writing is expressly required hereby), and shall be deemed to have been given when delivered, if hand delivered, or one day after they are sent, if sent by an express mail service or by courier, at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby):

10.1 If to Seller:

Sleighton School,
a Pennsylvania nonprofit corporation
c/o Elwyn
111 Elwyn Road
Elwyn, PA 19063
Attn: Jeremy R. Sunkett, Vice President Corporate Real Estate

With a required copy to:

Joseph G. Riper, Esquire
Riley Riper Hollin & Colagreco
Eagleview Corporate Center
717 Constitution Drive
Exton, PA 19341

10.2 If to Buyer:

Andrew S. Haines, Manager
Middletown Township
27 N. Pennell Rd.
Media, PA 19063

With a required copy to:

Joseph A. Damico, Jr., Esquire
Petrikin, Wellman, Damico, Brown & Petrosa
The William Penn Building
109 Chesley Drive
Media, PA 19063

11. Inspection Period; Condition of the Property; Buyer's Indemnities.

11.1 At all reasonable times prior to Closing, Buyer and its agents and representatives shall be entitled to enter into the Property in order to allow for the performance of any inspection of the Property, including, but not limited to, the Phase I Environmental Report and if needed the Phase II Environmental Report. In compliance with the terms of this Agreement, Seller shall supply to Buyer such documentation as Seller has or can readily obtain from third parties, to permit Buyer to complete such inspections and review in a timely manner. Buyer, in Buyer's sole discretion and for any reason or for no reason at all, may terminate this Agreement by written notice to Seller with a copy to Escrow Agent, which written notice is given prior to and including the final date of the Inspection Period, in which event the Deposit then made shall be returned forthwith to Buyer and neither party shall have any further liability or obligations to the other hereunder, except for those obligations that expressly survive the termination of this Agreement. Buyer shall repair promptly any damage to the Property caused by the activities of Buyer or its representatives during the Inspection Period, and provide Seller with copies of all test results and studies pertaining to the Property promptly after the Inspection Period. The term "Inspection Period", as used herein, shall mean the period of time commencing on the Effective Date and ending at 5:00 P.M., local time, on the date which is sixty (60) days thereafter.

11.2 Buyer shall indemnify and hold Seller harmless for any actions taken by Buyer, its employees, agents, consultants and representatives on the Property.

Buyer shall indemnify, defend (with attorneys selected by Buyer and reasonably acceptable to Seller) and hold Seller harmless from any and all claims, damages, actions, obligations, costs and liabilities which may arise due to such entries, surveys, tests, investigations and the entry of Buyer, its employees, agents, consultants and representatives onto the Property. The obligations of Buyer under this Paragraph 11.2 shall survive the Closing or any termination or cancellation of this Agreement, as the case may be.

12. Undertakings by Buyer and Seller; Operations Pending Closing.

12.1 In addition to the obligations required to be performed hereunder by Buyer and Seller at Closing, Buyer and Seller agree to perform such other acts, and execute, acknowledge and deliver such other instruments, documents and other materials as Buyer or Seller may reasonably request of each other and as shall be necessary in order to effect consummation of the transactions contemplated by this Agreement.

12.2 Between the date of execution of this Agreement and the date of Closing:

12.2.1 Seller shall keep and maintain the Property in the same condition as it is of the date hereof, except for reasonable wear and tear, casualty loss and damage.

12.2.2 Seller shall not execute any lease for any portion of the Property without Buyer's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned, other than renewals and other leases terminable upon 30 days prior written notice.

12.2.3 Between the date hereof and the Closing, Seller shall not permit any material to be furnished or services to be performed upon the Property for which a lien could be filed against the Property other than in the ordinary course of business consistent with past practices, without having first obtained from the person providing said services or material a waiver or release of mechanics' or materialmen's liens.

13. **Brokers.** Each party represents and warrants to the other that it has not made any agreement or taken any action which may cause any person to become entitled to a commission or other compensation as a result of the transactions contemplated by this Agreement. Each party will indemnify and defend the other from any and all claims, actual or threatened, for such commission or other compensation by any third person by reason of such party's breach of its representation or warranty contained in this Paragraph. The obligations of this Paragraph 13 shall survive the Closing or any termination or cancellation of this Agreement, as the case may be.

14. Defaults Prior to Closing.

14.1 Should Buyer violate or fail (in breach of its obligations hereunder) to fulfill or perform any of the terms, conditions or undertakings set forth in this Agreement applicable to it at or prior to Closing, such failure continues for a period of ten (10) days after written notice from Seller to Buyer, and if as a result thereof a Closing hereunder shall not occur, then Seller shall retain the Escrow Funds as liquidated damages (and not as a penalty) for such breach and the Escrow Funds shall be paid to Seller and there shall be no further liability or obligation by either of the parties hereunder and this Agreement shall terminate, except for those obligations that expressly survive the termination of this Agreement.

14.2 Should Seller violate or fail (in breach of its obligations hereunder) to fulfill or perform any of the terms, conditions or undertakings set forth in this Agreement applicable to it at or prior to Closing, such failure continues for a period of ten (10) days after written notice from Buyer to Seller, and if as a result thereof Closing hereunder shall not occur, then, in such case, Buyer shall have the option of (1) specifically enforcing this Agreement, provided an action for specific performance is commenced on or before one hundred and eighty (180) days of August 19, 2019 or one hundred and eighty (180) days of the date of Seller's default, whichever is later or (2) terminating this Agreement and in the latter event, the Escrow Funds shall be returned to Buyer, there shall be no further liability or obligation by either of the parties hereunder and this Agreement shall terminate, except for those obligations that expressly survive the termination of this Agreement.

15. Recording. This Agreement shall not be recorded in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania, or in any other place of public record, and if Buyer shall record this Agreement or cause or permit the same to be recorded without Seller's express written consent thereto, Seller may, at Seller's option, elect to treat such act as a breach of this Agreement and cause the same to be removed from record at Buyer's expense.

16. Miscellaneous.

16.1 Tender. Formal tender of an executed Deed and Purchase Price is hereby waived; but nothing herein shall be deemed a waiver of the obligation of Seller to execute, acknowledge and deliver the Deed to the Property or the concurrent obligation of Buyer to pay the Purchase Price.

16.2 Time of the Essence. All times, wherever specified herein, are of the essence of this Agreement. In the event that the date for performance of any duty or obligation, exercise of any right or option or giving of any notice shall occur on a Saturday, Sunday or legal holiday of the United States of America or the Commonwealth of Pennsylvania, the due date for such performance, exercise or giving of notice shall be automatically extended to the next business day.

16.3 Governing Laws; Parties at Interest. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

16.4 Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

16.5 Survival. The provisions of Paragraphs, 6.2, 11.2 and 13 shall survive Closing or any sooner termination or cancellation of this Agreement. All of the other covenants, representations, agreements, conditions, obligations and undertakings hereunder shall not survive the Closing or the sooner termination or cancellation of this Agreement, but rather shall be deemed to have been fully performed, waived or otherwise discharged by the occurrence of Closing or the sooner termination or cancellation of this Agreement.

16.6 Entire Agreement; Amendments. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party against whom enforcement of any waiver, change, modification, consent or discharge is sought.

16.7 Facsimile and Electronic Signatures and Counterpart Copies. This Agreement may be signed in counterpart copies, including by way of signatures transmitted electronically or by facsimile (provided that original signatures follow by overnight mail or courier) which, for all purposes, shall be deemed originals and when combined, shall constitute a complete Agreement.

16.8 Licensing Act.

16.8.1 A Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

16.8.2 Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

16.9 Sewage Facilities Act. The Property does not have access to a currently existing community sewage system. A permit for an individual sewage system may be required to be obtained from the local agency in accordance with Section 7 of the Pennsylvania Sewage Facilities Act. The Buyer should contact the local agency charged with administering the act before signing this contract, to determine the procedure and requirements for obtaining a permit for an individual sewage system if one has not already been obtained and is required.

16.10 Zoning Classification. The Property is zoned I3, as set forth in the local zoning ordinance. Seller makes no representation regarding the applicability of such zoning laws and ordinances to the Buyer's intended use of the Property, it being understood and agreed that the Buyer shall investigate the feasibility of such intended use during the Investigation Period.

[Signatures Contained on Following Page]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date and year first above written.

SELLER:

SLEIGHTON SCHOOL
a Pennsylvania nonprofit corporation

BY: Elwyn, a Pennsylvania nonprofit
corporation, its sole Member



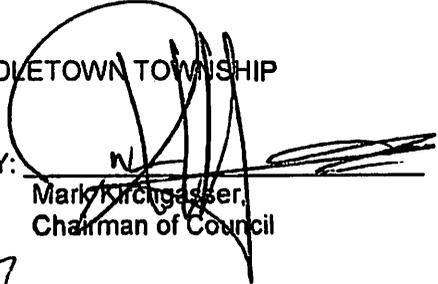
Name: Charles McLister

Title: President and Chief Executive Officer

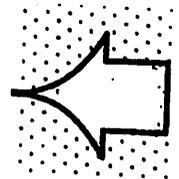
BUYER:

MIDDLETOWN TOWNSHIP

BY:



Mark Kirchgasser,
Chairman of Council



ATTEST:



Andrew S. Haines,
Township Manager

984882.3

17

DATED: _____, 2019

BY: _____

Land Services USA, Inc.

Land Services USA, Inc., the Escrow Agent named in the foregoing Agreement of Sale, hereby joins in such Agreement to evidence its agreement to hold all the Escrow Funds, and otherwise to perform its obligations as Escrow Agent, all as provided for in Paragraph 3.

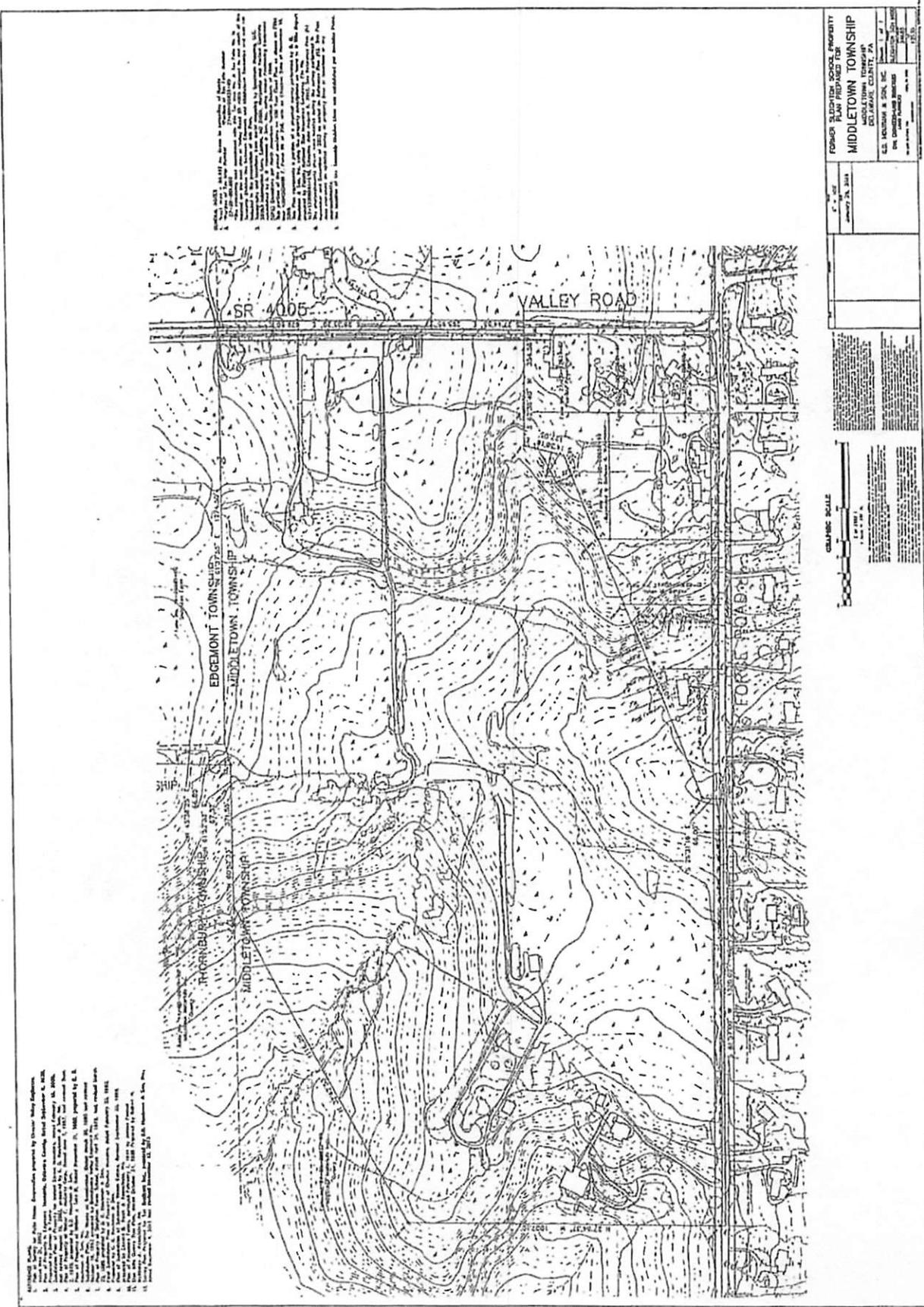
JOINER BY ESCROW AGENT

884682.3

18

**Survey Plan Former Sleighton School Property, prepared for Middletown
Township prepared by G.D. Houtman & Son, Inc., dated January 29, 2019**

EXHIBIT A



1. This map was prepared by the Tennessee Department of Transportation, Nashville, Tennessee, in cooperation with the Middletown Township, Tennessee, and the Middletown School Board, Middletown, Tennessee. The map was prepared for the purpose of showing the location of the proposed school site and the location of the proposed school building. The map was prepared by the Tennessee Department of Transportation, Nashville, Tennessee, in cooperation with the Middletown Township, Tennessee, and the Middletown School Board, Middletown, Tennessee. The map was prepared for the purpose of showing the location of the proposed school site and the location of the proposed school building.

2. This map was prepared by the Tennessee Department of Transportation, Nashville, Tennessee, in cooperation with the Middletown Township, Tennessee, and the Middletown School Board, Middletown, Tennessee. The map was prepared for the purpose of showing the location of the proposed school site and the location of the proposed school building. The map was prepared by the Tennessee Department of Transportation, Nashville, Tennessee, in cooperation with the Middletown Township, Tennessee, and the Middletown School Board, Middletown, Tennessee. The map was prepared for the purpose of showing the location of the proposed school site and the location of the proposed school building.

FORMER SLOTTED SCHOOL PROPERTY
 PLAN PREPARED FOR
MIDDLETOWN TOWNSHIP
 MIDDLETOWN, TENNESSEE
 C.E. HICKMAN & SONS, INC.
 CIVIL ENGINEERS
 1000 N. 10TH ST., NASHVILLE, TENN. 37203
 1975

DATE	1975
BY	C.E. HICKMAN & SONS, INC.
CHECKED BY	
APPROVED BY	

GRAPHIC SCALE
 1" = 100'

1. This map was prepared by the Tennessee Department of Transportation, Nashville, Tennessee, in cooperation with the Middletown Township, Tennessee, and the Middletown School Board, Middletown, Tennessee. The map was prepared for the purpose of showing the location of the proposed school site and the location of the proposed school building. The map was prepared by the Tennessee Department of Transportation, Nashville, Tennessee, in cooperation with the Middletown Township, Tennessee, and the Middletown School Board, Middletown, Tennessee. The map was prepared for the purpose of showing the location of the proposed school site and the location of the proposed school building.

884882.3

18

Legal Description of Property

EXHIBIT B

EDOUARD N. HOUTMANN, C. E.
1926-1994

MATTHEW R. HOUTMANN, P. E.
GUSTAVE N. HOUTMANN, P. E.
REGISTERED PROFESSIONAL
ENGINEERS

G. D. HOUTMAN & SON, INC.

CIVIL ENGINEERS - LAND SURVEYORS
LAND PLANNERS

139 E. BALTIMORE PIKE
MEDIA, PENNSYLVANIA 19063

610-565-6263

FAX 610-565-8976

STEPHEN J. WASYLYBZYN
REGISTERED PROFESSIONAL
SURVEYORS

January 29, 2019

Legal Description of a Portion of Tax Folio No. 27-00-00628-00

All that Certain Parcel of ground Situate in the Township of Middletown, the County of Delaware and the Commonwealth of Pennsylvania described according to a Plan Titled "Former Sleighton School Property" Prepared for Middletown Township by G. D. Houtman and Son Inc., Civil Engineers and Land Surveyors, dated January 29, 2019 as follows;

BEGINNING at a point on the title line in the bed of Valley Road SR 4005 (60' Wide R/W), a corner of Lands of Patricia Finocchiaro (Folio No. 27-00-02621-02) said point being located approximately 610 feet north of the intersection of the Title Line of Valley Road SR 4005 and the Title Line of Forge Road; thence from said point leaving said Title line partially along the division line with Lands of Finocchiaro and partially along Lands of Raymond & Darlene R. Weinmann (Folio No. 27-00-00659-99) South 62 degrees 36 minutes 40 seconds West 354.56 feet to a point; thence continuing along said Lands of Weinmann the two (2) following courses and distances (1) South 14 degrees 38 minutes 19 seconds East 127.05 feet to a point and (2) South 39 degrees 55 minutes 40 seconds West 274.55 feet to a point, a corner of Lands of Helen M. Borden (Folio No. 27-00-00660-01); thence partially along said Lands and partially along Lands of James Gaffney Jr. (Folio No. 27-00-00660-03) South 40 degrees 02 minutes 43 seconds West 860.57 feet to a point; thence continuing along said Lands of Gaffney South 26 degrees 31 minutes 16 seconds East 66.00 feet to a point on the Title Line of Forge Road (60' Wide R/W); thence along said Title Line South 61 degrees 57 minutes 00 seconds West 1320.02 feet to a point, a corner of Lands of Milestone Materials Inc. (Folio No. 27-00-00633-00); thence leaving said Title Line and along the division line with Milestone Materials Inc. the two (2) following courses and distances (1) North 27 degrees 54 minutes 37 seconds West 1007.10 feet to a point and (2) North 32 degrees 42 minutes 53 seconds East 1116.20 feet to a point on the division line between Middletown Township and Thornbury Township and other Lands of Milestone Materials Inc. (Folio No. 44-00-00101-00); thence along said division line and along said Lands

of Milestone Materials Inc. the two (2) following courses and distances, (1) North 60 degrees 52 minutes 33 seconds East 371.55 feet to a point and (2) North 61 degrees 52 minutes 33 seconds East 67.32 feet to a point, a corner of other Lands of Sleighton Farms (Folio No. 19-00-00001-00); thence along said Lands the two (2) following courses and distances (1) North 45 degrees 36 minutes 25 seconds East 66.85 feet to a point, a corner between Thornbury, Middletown and Edgmont Townships; and (2) thence along the division line between Edgmont and Middletown Townships North 61 degrees 37 minutes 55 seconds East 1274.50 feet to a point on the Title Line of Valley Road SR 4005 (60' Wide R/W); thence along said Title Line South 28 degrees 35 minutes 20 seconds East 679.80 feet to a point; thence continuing along said Title Line South 27 degree 44 minutes 55 seconds East 295.95 feet to a point, a corner of Lands of Patricia Finocchiaro (Folio No. 27-00-02621-02, the first mentioned point and place of beginning

Containing within said parcel 80.992 Acres Gross to Title Lines

9846823

22

(SEE ATTACHED POLICY)

SELLER'S INSURANCE

EXHIBIT D

DEED - 1030

414

This Indenture

Made the 28th day of

October
in the year of our Lord one thousand nine hundred and thirty-six BETWEEN

J. Earl Kirk and Rose R. Kirk, his wife, J. Howard Kirk and Frances M. Kirk, his wife,
H. Clifford Kirk and May Kirk, his wife, parties of the first part
and

Sleighton Farm School for Girls, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, party

second of the ~~second~~ part, WITNESSETH, that the said parties of the first part (\$10,625) for and in consideration of the sum of Ten thousand six hundred twenty-five Dollars lawful money of the United States of America, well and truly paid by the said party of the

second part to the said parties of the first part at and before the ~~filling~~ and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, ~~and confirmed~~, ^{conveyed} and by these presents do grant, bargain, sell, alien, enfeoff, release ^{convey} and confirm unto the said party of the second part, its successors, heirs, and assigns,

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected containing approximately eighty-five (85) acres more or less, being part of property known as "Margaret Green Farm" and situated on both sides of Road running from Valley Road to Glen Mills and on both sides of Valley Road, in Edgemont Township, Delaware County, Pennsylvania, as shown on Plate 50, Mueller West of Ridley Atlas, being all the ground owned by Sellers west of Valley Road and south of road running from valley Road to Glen Mills, bounded on the North by road running from Valley Road to Glen Mills, on the East by Valley Road on the South by Sleighton Farm School for Girls and on the West by Sweetwater Farm, also being all the ground owned by Sellers West of center line of Valley Road and North of Road running from Valley Road to Glen Mills, bounded on the North by Mrs. Mark Griswold, on the East by Valley Road, on the South by road running from Valley Road to Glen Mills and on the West by Joseph A. Mellon, also being all the southern part of Land owned by Sellers on the East side of Valley Road bounded on the North by land to be retained by Sellers, on the East by land of Passmore Howard, on the South by Sleighton Farm School for Girls and on the West by Valley Road. The Premises as shown by survey by Damon & Foster dated September 8th, 1936 more particularly described as follows: ALL THAT CERTAIN tract of land situate in the Township of Edgemont, County of Delaware and State of Pennsylvania, bounded and described as follows: -Beginning at a stone in line between the Townships of Edgemont and Thornbury and extending thence in a southerly direction along said Township Line S. 28° 36' 10" E 1826.72 feet to a stone; thence in an easterly direction along the lands of the Sleighton Farm School for Girls N. 82° 15' 30" E, 2676.66 feet to a stone, thence in a northerly direction N. 18° W. 444.90 feet to a stone, thence still in a northerly direction N. 29° 19' 25" W. 676.60 feet to a point, thence in a westerly direction S. 60° 6' 20" W. 1487.15 feet to a spike in the center line of Valley Road; thence in a northerly direction along the center line of Valley Road No. 29° 53' 40" W. 645.00 feet to a spike, said spike being at the intersection of the center lines of Valley Road and Sycamore Mills Road; thence in a westerly direction S. 58° 44' 10" W. 1249.90 feet to the point and place of beginning. Containing 85.0254 acres, be the same more or less, as shown on survey of Damon & Foster, dated September 8th, 1936. Being part of the same property granted and conveyed to the grantors herein by Robert Fussell aingleman, by deed dated June 26, 1929 recorded in the office for the Recording of Deeds in the County of Delaware in Deed Book Vol. 844 page 542, &c.,

R.F. 1030

DEED - 1030

415

Together with all and singular the buildings, improvements, woods, ways, rights, to the same ~~Water, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances~~ ~~of every part~~ ~~ing, or in any wise appertaining, and the Reversion, Remainders, Rents, Issues and Profits thereof, and~~ ~~and parcel thereof.~~ ~~And Also all the estate, right, title, interest~~ ~~of the first part, or, in and to the said premises, with the appurtenances.~~

To Have and to Hold the said premises with all and singular the appurtenances unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

And the said J. Earl Kirk and Rose R. Kirk, his wife, J. Howard Kirk and Frances M. Kirk, his wife, H. Clifford Kirk and May Kirk, his wife, grantors for Heirs, Executors and Administrators, DO by these presents covenant, grant and agree, to and with the said party of the second part its successors

Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances unto the said party of the second part its successors against them the said grantors their Heirs, and against all and every other person or persons whomsoever lawfully claiming, or to claim the same, or any part thereof, by, from or under, him, her, them or any of them.

WARRANT and forever DEFEND.

In Witness Whereof, the said Parties to these presents have hereunto set their hands and seals. Dated the day and year first above written.

SIGNED	U.S. Fee	J. Earl Kirk (Seal)
SEALED AND DELIVERED	\$11.00	Rose R. Kirk (Seal)
	Fee	J. Howard Kirk (Seal)
IN THE PRESENCE OF US:	Stamp	Frances M. Kirk (Seal)
J. Gordon Fetherman	Stamp	H. Clifford Kirk (Seal)
H. Henry LeBaron		May Kirk (Seal)

State of Pennsylvania ss: Philadelphia County day of October

Be It Remembered that on this 28th day of October, 1936, at the City of Philadelphia, personally appeared J. Earl Kirk and Rose R. Kirk, J. Howard Kirk and Frances M. Kirk, H. Clifford Kirk and May Kirk who, I am satisfied are the grantors mentioned in the above deed of conveyance and I having first made known to the contents thereof, they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed.

Witness my hand and notarial seal the day and year aforesaid.

All of which is hereby certified.

Address is Darrington, Del. Co., Pa.

W. Allen Roney
Notary Public

My commission expires March 9, 1939.

Recorded November 12, 1936.
Written by E.D. Graham

Dickel
Compared by: *William H. Edman*

...made the ---- day of first day of June in the year of our Lord one thousand nine hundred and thirty-one (1931).

BETWEEN The Glen Mills Schools, a corporation of the State of Pennsylvania, located and operating in the County of Delaware in said State, of the one part, Grantor,

AND

The Sleighton Farm School for Girls, a Corporation of the State of Pennsylvania, located and operating in the Townships of Middletown and Edgmont, in the County of Delaware in said State, of the other part, Grantee.

WITNESSETH, That the said Grantor for and in consideration of the sum of One Dollar and other good and valuable consideration, lawful money of the United States of America, unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors and Assigns,

ALL: THAT CERTAIN Tract or Piece of Land, with the buildings and improvements thereon erected, situate partly in the Township of Middletown and partly in the Township of Edgmont, in the County of Delaware and State of Pennsylvania, and bounded and described as follows, to-wit: BEGINNING at a point at the intersection of the middle line of Forge Road and the middle line of Mendenhall Road; extending thence along the said Forge Road North sixty-six degrees, thirty-nine minutes, East eleven hundred and sixty-five and seven tenths feet to a stone in the said Forge Road two and eight tenths feet North from the middle of said Road, a corner of lands now or late of Rowland Evans; thence by the said lands North twenty-seven degrees, seventeen minutes West one thousand and five and twenty-two one-hundredths feet to a point another corner of said lands; thence by said lands North fifty-five degrees, twenty-five minutes East eight hundred and forty-four and eighteen one-hundredths feet to a point another corner of said lands; thence still by said lands North forty-three degrees, thirty-seven minutes West four hundred and sixty-nine and five tenths feet to a point a corner of lands now or late of Passmore Howard; thence by the last mentioned lands North twenty degrees, forty-nine minutes West four hundred and thirty and twenty-eight one-hundredths feet to a point a corner of same; thence by said lands North forty-three degrees, forty-four minutes West nine hundred and fifty-seven and fifty-eight one-hundredths feet to a point a corner of said lands; thence by said lands and lands now or late of Washington Green, South sixty-six degrees, forty-one minutes West fifteen hundred and two and six one-hundredths feet to a point in the middle of the said Mendenhall Road; thence the two following courses and distances as described in Deed from Joseph P. Moore and wife, to the Glen Mills Schools, as recorded in Deed Book No. 507, Page 248 etc., South sixty-four degrees West twelve hundred and ninety-four and ninety-two one-hundredths feet to a point in line of lands now or late of the Estate of Thomas Hamphill; thence along the last mentioned lands South twenty-six degrees, forty-five minutes East thirteen hundred and eighty-one and thirty-eight one hundredths feet to a point a corner of said lands; thence the thirteen following courses and distances as described in Deed from Edmund Hill and wife, to the Glen Mills Schools, as recorded in Deed Book No. 408 Page 431, etc., South sixty-four degrees, fifteen minutes West sixty-seven and thirty-two one-hundredths feet to a point; thence by lands now or late of Ann C. Hamphill South sixty-three degrees, fifteen minutes West nineteen hundred and twenty-three and twenty-four one-hundredths feet to an old water ditch; thence by said ditch South five degrees West two hundred and eighty-five and twelve one-hundredths feet to a point; thence South twenty degrees West one hundred and ninety-eight feet to a point; thence South twenty-five degrees, thirty minutes West two hundred and seventy-three and nine tenths feet to a point; thence South three degrees West two hundred and eighty-nine and eight one-hundredths feet to a point; thence along the upper side of said ditch Southwest five hundred and thirty-eight feet to a point a corner of lands granted by Andrew Freeborn to James McClure, as recorded in Deed Book Y, No. 14 Page 276 etc., thence by said lands South forty-two degrees East to a point in the said ...

seventy-eight and ninety-two one-hundredths feet to a point a corner of lands now or late of Jason Baker; thence along the last mentioned lands North twenty-three degrees, thirty minutes West sixty-six feet to a point; thence by said lands North forty-three degrees East eleven hundred and thirty-five and two tenths feet to a point; thence by said lands North twelve degrees, thirty minutes West one hundred and twenty-seven and thirty-eight one-hundredths feet to a point; thence still by said lands North sixty-five degrees, thirty minutes East three hundred and fifty and forty-six one-hundredths feet to a point in the middle of the said Mendenhall Road and thence along the middle of the said Road by a course and distance as described in Deed from Joseph Evans, et al., to The House of Refuge in Deed Book H, No. 12 Page 182 etc., South twenty-three degrees, thirty-four minutes East six hundred and seventeen and sixty-six one-hundredths feet to the place of beginning.

BEING in part, the same premises which Joseph Evans et al., Executors of the Estate of Isaac C. Evans, deceased, et al., by their Indenture bearing date the Twenty-first day of December A. D. 1906, and recorded in the Office for the Recording of Deeds, etc., in and for the said County of Delaware in Deed Book H, No. 12 Page 182 etc., granted and conveyed unto The House of Refuge in fee; a part of which by foreclosure of Mortgage recorded in Mortgage Book E, Page 413 etc., was by Evans S. Way, Esquire, High Sheriff of the said County of Delaware, by Deed Poll dated the Twenty-seventh day of August A. D. 1929, duly acknowledged in Open Court of Common Pleas in and for the said County of Delaware and entered among the Records thereof in Sheriff's Deed Book B, Page 110 etc., granted and conveyed unto The Bank of Delaware County in fee; the said The Bank of Delaware County was succeeded by and became The Delaware County National Bank, and the said The Delaware County National Bank by its Indenture bearing date the Twenty-second day of December A. D. 1906 and recorded in the Office for the Recording of Deeds etc., aforesaid in Deed Book Y, No. 11, Page 248 etc., granted and conveyed all its right, title and interest in said premises unto the said The House of Refuge in fee; in part, the same premises which Rowland Evans and wife, by their Indenture bearing date the Twenty-first day of December A. D. 1906 and recorded in the Office for the Recording of Deeds etc., aforesaid in Deed Book P, No. 12 Page 86, etc., granted and conveyed unto the said The House of Refuge in fee; in part, all of the first, second and third and a part of the fourth or last described premises which Edmund Hill and wife, by their Indenture bearing date the Fifth day of April, A. D. 1917 and recorded in the Office for the Recording of Deeds, etc., aforesaid in Deed Book No. 408 Page 431, etc., granted and conveyed unto The Glen Mills Schools in fee; in part, the same premises which Joseph P. Moore and wife, by their Indenture bearing date the Thirteenth day of November A. D. 1920 and recorded in the Office for the Recording of Deeds etc., aforesaid in Deed Book No. 507 Page 248 etc., granted and conveyed unto the Glen Mills Schools in fee; and in part the same premises which Elisha B. Powell Jr., et ux et al., by their Indenture bearing date the Nineteenth day of December, A. D. 1922 and recorded in the Office for the Recording of Deeds etc., aforesaid in Deed Book No. 559 Page 488 etc., granted and conveyed unto The Glen Mills Schools, in fee; the corporate name of The House of Refuge was changed to The Glen Mills Schools by Decree of the Court of Common Pleas in the City and County of Philadelphia in the said State of Pennsylvania and Charter of said Corporation was recorded in the Office for the Recording of Deeds, etc., in and for the said City and County of Philadelphia in Charter Book No. 42 Page 5-1 etc., and Charter Book No. 43 Page 376 etc., the Court of Common Pleas No. 1 in and for the City and County of Philadelphia by Decree dated the Seventeenth day of April A. D. 1931, as of No. 5011 March Term 1931, directed that the Girls' School should be divided from the Boys' School, so that on and after the First day of June A. D. 1931 its charity should be administered by two separate Corporations, the Boys' School to be known as The Glen Mills Schools and operated under its original Charter, the Girls' School was incorporated as Elizabeth B. Powell Jr. et ux et al.,

ance become the sole property of the Sleighton Farm School for Girls; and in pursuance of said Decree the Board of Managers of The Glen Mills Schools at a meeting held on the Fourth day of May A. D. 1931 adopted the following Resolution; Resolved; That the President and Secretary of the Corporation are authorized to execute and deliver a Deed conveying to the Sleighton Farm School for Girls the property awarded to them by the Decree of the Court of Common Pleas No. 1, for the County of Philadelphia No. 5011 March Term 1931, made April 17th, 1931. Delivery of said Deed to be made on the First day of June 1931.

TOGETHER with all and singular the Buildings, Improvements, Streets, Alleys, Passages, Ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and remainders, Rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of it the said Grantor in law, equity, or otherwise howsoever, of, in and to the same and every part thereof,

TO HAVE AND TO HOLD the said Tract or Piece of Land, with the buildings and improvements thereon erected, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, its Successors and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors and Assigns forever.

AND the said Grantor for itself, and its Successors doth by these presents, covenant, grant and agree to and with the said Grantee, its Successors and Assigns, that it, the said Grantor and its Successors all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, its Successors and Assigns, against it the said Grantor and its Successors and against all and every Person or Persons whatsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them, ~~them~~ or any of them, shall and will WARRANT and forever DEPEND.

IN WITNESS WHEREOF, the said The Glen Mills Schools has hereunto set its corporate seal, duly attested by the signatures of its President and Secretary. Dated the day and year first above written.

SEALED AND DELIVERED
in the presence of us:

THE GLEN MILLS SCHOOLS (SEAL)

Charles Edwin Fox
George Ulrich

By Geo. T. Butler
President

Attest: George J. Watson - Secretary

State of Pennsylvania: SS
County of Delaware :

I hereby certify that the precise address of the within-named Grantee is Darling P.O., Del. Co. Pa.

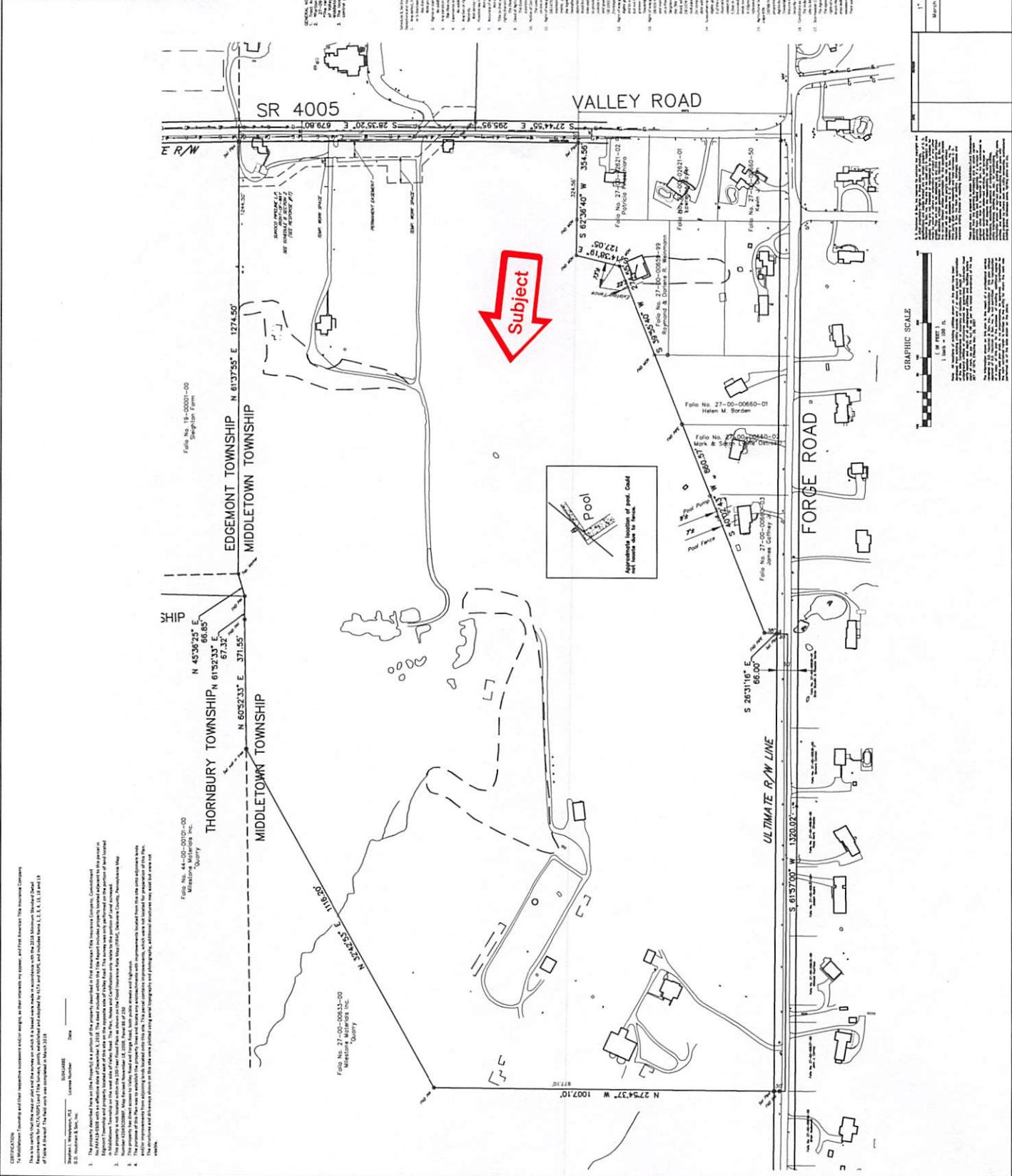
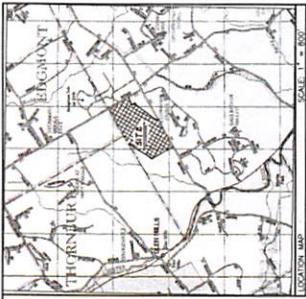
On the first day of June A. D. 1931, before me, the Subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the County of Delaware personally appeared George J. Watson, Secretary of the said The Glen Mills Schools who being duly affirmed according to law, says that he was personally present at the execution of the above Indenture and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said Corporation; that the above Indenture was duly sealed and delivered by George T. Butler, President of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned, done by virtue and in pursuance of the hereinbefore recited Decree of the Court of Common Pleas and of a resolution of the Board of Managers of the said Corporation; and that the names of this affirmant as Secretary and of George T. Butler as President of the said Corporation, subscribed to the above Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Affirmed to and Subscribed before me,
the day and year aforesaid. Witness
my hand and Notarial seal.

George Ulrich (SEAL)
Notary Public
My Commission expires April 2nd, 1935.

George J. Watson

Secretary



1. The subject property is located in the Township of Edgemont, County of York, Pennsylvania.
2. The subject property is bounded on the north by the property of the Township of Edgemont, County of York, Pennsylvania.
3. The subject property is bounded on the south by the property of the Township of Edgemont, County of York, Pennsylvania.
4. The subject property is bounded on the east by the property of the Township of Edgemont, County of York, Pennsylvania.
5. The subject property is bounded on the west by the property of the Township of Edgemont, County of York, Pennsylvania.
6. The subject property is bounded on the north by the property of the Township of Edgemont, County of York, Pennsylvania.
7. The subject property is bounded on the south by the property of the Township of Edgemont, County of York, Pennsylvania.
8. The subject property is bounded on the east by the property of the Township of Edgemont, County of York, Pennsylvania.
9. The subject property is bounded on the west by the property of the Township of Edgemont, County of York, Pennsylvania.
10. The subject property is bounded on the north by the property of the Township of Edgemont, County of York, Pennsylvania.
11. The subject property is bounded on the south by the property of the Township of Edgemont, County of York, Pennsylvania.
12. The subject property is bounded on the east by the property of the Township of Edgemont, County of York, Pennsylvania.
13. The subject property is bounded on the west by the property of the Township of Edgemont, County of York, Pennsylvania.
14. The subject property is bounded on the north by the property of the Township of Edgemont, County of York, Pennsylvania.
15. The subject property is bounded on the south by the property of the Township of Edgemont, County of York, Pennsylvania.
16. The subject property is bounded on the east by the property of the Township of Edgemont, County of York, Pennsylvania.
17. The subject property is bounded on the west by the property of the Township of Edgemont, County of York, Pennsylvania.
18. The subject property is bounded on the north by the property of the Township of Edgemont, County of York, Pennsylvania.
19. The subject property is bounded on the south by the property of the Township of Edgemont, County of York, Pennsylvania.
20. The subject property is bounded on the east by the property of the Township of Edgemont, County of York, Pennsylvania.
21. The subject property is bounded on the west by the property of the Township of Edgemont, County of York, Pennsylvania.
22. The subject property is bounded on the north by the property of the Township of Edgemont, County of York, Pennsylvania.
23. The subject property is bounded on the south by the property of the Township of Edgemont, County of York, Pennsylvania.
24. The subject property is bounded on the east by the property of the Township of Edgemont, County of York, Pennsylvania.
25. The subject property is bounded on the west by the property of the Township of Edgemont, County of York, Pennsylvania.

GRAPHIC SCALE
1 inch = 100 feet

ALTA/ASPS
LAND
PLAN PREPARED FOR
MIDDLETOWN TOWNSHIP
MIDDLEBOROUGH TOWNSHIP
DELAWARE COUNTY, PA
C.D. HOUTMAN & SON, INC.
ONE EAST MARKET STREET
LANCASTER, PA 17602
DATE: 03/27/2019
SHEET: 1 OF 1
JOB NO: 17-00-00001-00

1" = 100'
March 27, 2019

1. The subject property is located in the Township of Edgemont, County of York, Pennsylvania.

2. The subject property is bounded on the north by the property of the Township of Edgemont, County of York, Pennsylvania.

3. The subject property is bounded on the south by the property of the Township of Edgemont, County of York, Pennsylvania.

4. The subject property is bounded on the east by the property of the Township of Edgemont, County of York, Pennsylvania.

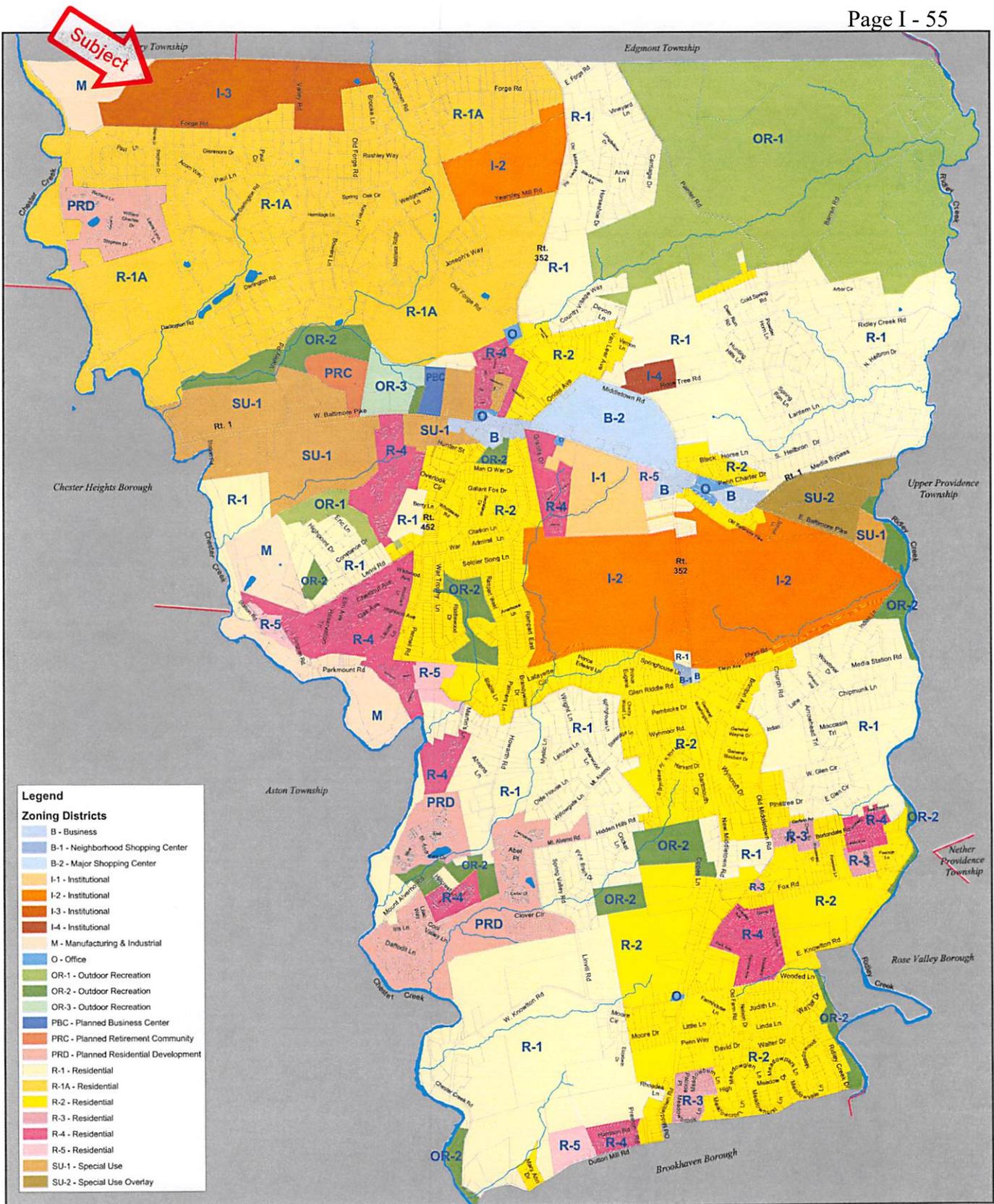
5. The subject property is bounded on the west by the property of the Township of Edgemont, County of York, Pennsylvania.

6. The subject property is bounded on the north by the property of the Township of Edgemont, County of York, Pennsylvania.

7. The subject property is bounded on the south by the property of the Township of Edgemont, County of York, Pennsylvania.

8. The subject property is bounded on the east by the property of the Township of Edgemont, County of York, Pennsylvania.

9. The subject property is bounded on the west by the property of the Township of Edgemont, County of York, Pennsylvania.



Legend

Zoning Districts

- B - Business
- B-1 - Neighborhood Shopping Center
- B-2 - Major Shopping Center
- I-1 - Institutional
- I-2 - Institutional
- I-3 - Institutional
- I-4 - Institutional
- M - Manufacturing & Industrial
- O - Office
- OR-1 - Outdoor Recreation
- OR-2 - Outdoor Recreation
- OR-3 - Outdoor Recreation
- PBC - Planned Business Center
- PRC - Planned Retirement Community
- PRD - Planned Residential Development
- R-1 - Residential
- R-1A - Residential
- R-2 - Residential
- R-3 - Residential
- R-4 - Residential
- R-5 - Residential
- SU-1 - Special Use
- SU-2 - Special Use Overlay

Zoning Map

Middletown Township
 Delaware County, Pennsylvania



800 0 800 1,600
 Feet

Data Sources:
 * Parcels - Delaware County Tax Assessment Office, Rev. 09-01-06
 * Road Centerlines & Surface Water - Thomas Comitta Associates, Inc., May 2003

Prepared by:

Thomas Comitta Associates, Inc.
Arthur W. Rothe P.E., P.L.S.

Updated: September 2008
 (Reproduction of Zoning Map dated 6-23-97)

*Township of Middletown, PA
Thursday, January 3, 2019*

Chapter 275. Zoning

Article XIV. I-3 Institutional District

[Added 12-13-2004 by Ord. No. 659]

§ 275-81. Purpose.

The purpose of this district is to:

- A. Provide for certain institutional uses with suitable access in areas where institutional uses already exist or existed.
- B. Provide for institutional and continuing care retirement community uses which will be located on relatively large parcels of land and designed to preserve substantial amounts of open space and natural areas for both buffer and aesthetic purposes so that the principal institutional uses will be compatible with and a benefit to existing surrounding land uses and be appropriate neighbors for higher-quality residential development.

§ 275-82. Use regulations.

A building or combination of buildings may be erected, used and occupied and land may be used as follows:

- A. Permitted principal uses.
 - (1) Boarding and nonboarding schools, postsecondary schools or schools for special students.
 - (2) Agricultural uses and buildings.
 - (3) Silviculture, wildlife and natural preserve or other conservation uses.
 - (4) Communications antennas mounted on an existing public utility transmission tower, building or other structure and communications equipment buildings, subject to the regulations set forth in § 275-216 of Article XXXIV.
 - (5) Open space and active and passive recreation space.
- B. Conditional uses.
 - (1) Continuing care retirement community consisting of a combination of independent living units, personal care facility and skilled nursing facility, provided it meets all of the criteria for a conditional use for a continuing care retirement community as set

forth in this article, including all area and bulk regulations and all other standards for a conditional use set forth in this article.

- (2) Communications towers, subject to the standards for communications towers as conditional uses set forth at § 275-216.1, and communications equipment buildings, subject to the regulations set forth in § 275-216 of Article XXXIV.

C. Permitted accessory uses for permitted uses.

- (1) Accessory uses which are customarily incidental to and on the same lot with the principal permitted use.

§ 275-83. Accessory uses for conditional uses.

A. The following uses are permitted as accessory uses to a continuing care retirement community:

- (1) Common dining facilities for residents.
- (2) Recreational and social facilities for residents.
- (3) Administrative offices and operational facilities for management of the community.
- (4) Fitness center, swimming pool, physical therapy and other health care facilities and services for residents.
- (5) Snack shop and beauty shops.
- (6) Community center for residents.

§ 275-84. Area and bulk regulations.

A. For permitted uses.

- (1) Density. The maximum density shall not exceed 3,875 square feet of gross floor area per gross acre (i.e., acreage, including buffer areas).
- (2) Buffer area. A buffer area of 200 feet shall be provided along United States Route 1 and Pennsylvania Route 352, and a one-hundred-foot buffer shall be provided along other roads and property lines. The buffer area shall be measured from the street line or other property line.
- (3) Height regulations. The maximum height of structures erected, enlarged or used shall be 35 feet, except as provided in the special provisions of this chapter, Article XXXIV, which provide for exceptions to height regulations for certain structures. The height of structures used for institutional purposes may be increased to a maximum of 45 feet within any area that is set back at least 500 feet from perimeter property lines.
- (4) Maximum impervious surface area. Not more than 35% of the area of any lot shall be occupied by buildings and other impervious surfaces.

- (5) **Building placement.**
- (a) No building shall be located within the required buffer areas.
 - (b) No building or permanent structure shall be located less than 50 feet from any internal road or street line, or 50 feet from any internal side or rear property line.
 - (c) The distance at the closest point between any two buildings, including accessory buildings, shall be at least as great as the average height of the two buildings, but not less than 30 feet. Connecting corridors may be permitted at the discretion of the Fire Marshal.

§ 275-85. Requirements for authorization to develop a continuing care retirement community.

The party or parties [applicant(s)] proposing to use a site as a continuing care retirement community must apply for and receive a conditional use from Township Council. The applicant for conditional use shall have the burden of presenting evidence and proving to Township Council that the proposed use will comply with all of the standards and criteria required for conditional use under this article and Article **XXXVI**, §§ **275-236** and **275-237**.

A. Performance standards.

- (1) The architecture, landscaping and overall site layout of the continuing care retirement community must be aesthetically and functionally compatible with existing and/or potential (currently zoned) surrounding residential land uses. The color, style, materials and scale of the buildings, structures and the project itself shall not disrupt the character of the surrounding area. Design decisions should not be limited to marketing needs and other internal considerations. In designing such a continuing care retirement community, the view to the site should be as important as the view from the site.
- (2) The overall character of the continuing care retirement community shall be residential. The applicant must demonstrate that the proposed accessory uses will not, in fact, be principal uses and will not alter the residential character of the continuing care retirement community.

B. Basic criteria. In determining whether or not to authorize a conditional use for a continuing care retirement community, Council shall consider the following in addition to standards and criteria set forth in § 275-236:

- (1) The relationship of the size, scope, extent and character of the specific uses proposed, to the character and type of development in the areas surrounding the site.
- (2) Whether or not in view of its specific characteristics, the proposed continuing care retirement community would be an appropriate use in the area or whether it would have a detrimental effect on existing or potential uses in the surrounding area, which analysis shall involve a consideration of the proposed continuing care retirement community's impact on the character of the area.
- (3) The relationship of the proposed use to the uses permitted in the surrounding area.

- (4) The number, extent and scope of any nonconforming uses in the surrounding area and the impact of the proposed continuing care retirement community on those uses.
 - (5) Whether or not the proposed continuing care retirement community would have an adverse effect on the public health, safety and general welfare of the residents, existing or potential, in the surrounding area and in the Township as a whole.
 - (6) The effect of the proposed continuing care retirement community on traffic in the area and the nature of the surrounding traffic conditions and the degree to which the proposed design will provide safe and adequate access to roads and not result in excessive or hazardous traffic volumes.
 - (7) The effect of the proposed continuing care retirement community upon the logical, efficient and economical extension of public services and facilities, such as public water, sewers, police and fire protection, emergency medical services and schools, throughout the Township.
 - (8) The degree to which the proposed landscaping addresses the needs for plantings at the site according to the criteria in § 275-88E.
 - (9) Conformity to all relevant provisions of Chapter 210, Subdivision and Land Development, and any other applicable ordinance, code and regulation.
- C. Plans and information. In support of an application for a continuing care retirement community as a conditional use, the applicant must provide to Township Council, in addition to the requirements of Chapter 210, Subdivision and Land Development, and the requirements of this article, at least the following plans and information:
- (1) A site plan, at a scale of one inch equals 50 feet, showing at least the following:
 - (a) Location and foundation outline ("footprint") of all buildings and other structures.
 - (b) Location and layout of all parking facilities and an analysis of projected parking needs.
 - (c) The internal circulation system and its ingress and egress intersections with public roads, including the projected traffic generation and flow patterns.
 - (d) Location, configuration and size of green and open space area.
 - (e) Total building coverage and total impervious surface coverage.
 - (2) A landscape plan and a statement of specific performance standards which will guide the implementation of the plan in accordance with § 275-87.
 - (3) An architectural analysis, prepared by a registered architect, describing the design of the proposed buildings and major structures, which analysis will include at least the following:
 - (a) A written description of the style, scale, shape, materials and colors to be used and the positioning of the buildings and structures as all these factors interrelate both with respect to the site and the continuing care retirement

community itself and importantly with the architecture and views of surrounding land uses, both existing and potential.

- (b) Elevations and general floor plans for all of the proposed buildings.
 - (c) A statement describing why the overall design of the buildings proposed to be constructed in the continuing care retirement community are aesthetically compatible with surrounding land uses.
- (4) A traffic and circulation plan, prepared by a civil engineer with substantial traffic engineering experience, which describes at least the following:
- (a) The continuing care retirement community's traffic generation and parking needs.
 - (b) The impact of the continuing care retirement community's traffic on existing traffic at proposed ingress and egress intersections with public roads.
 - (c) Emergency vehicle access.
 - (d) Proposed traffic safety improvements, on and off site, including all traffic control devices.
- D. In authorizing a continuing care retirement community as a conditional use, Council may attach such conditions and safeguards, in addition to those already required by this article, as it may deem necessary to implement the purposes of the Municipalities Planning Code and this article and to protect the public welfare, which conditions and safeguards may relate to, but are not limited to, the design of the buildings, the presentation or reuse of existing historical buildings and structures, landscaping and its maintenance as a sight or sound screen, lighting, noise, safety and the prevention of noxious, offensive or hazardous conditions.

§ 275-86. Buildings.

A continuing care retirement community shall consist of a multiple-dwelling-unit building or buildings containing a combination of independent living units, personal care units and a skilled nursing facility.

§ 275-87. Area and bulk regulations.

- A. Minimum tract size: 30 acres.
- B. Maximum building height: four stories provided that elevator cores shall not be considered when calculating building height.
- C. Maximum density: four dwelling units per acre. each independent living unit and each personal care unit in a personal care facility shall constitute a dwelling unit for purposes of calculating density. Every five beds in a skilled nursing facility shall be considered a dwelling unit for purposes of calculating density. Independent living units shall constitute at least 80% of the total dwelling units and skilled nursing beds in a continuing care retirement community.

- D. Maximum building coverage: 20%.
- E. Total impervious coverage: 50%.
- F. No building or accessory structure shall be less than 100 feet from the perimeter property line, except for signs and those structures associated with ingress and egress, internal circulation and lighting standards.

§ 275-88. Additional design standards for a continuing care retirement community.

- A. Public water and public sewer service is required.
- B. All utility lines shall be placed underground.
- C. Parking. 1.15 parking spaces for each independent dwelling unit, one parking space for each four personal care units and one parking space for each four beds in a skilled nursing facility.
- D. Lighting. Adequate lighting shall be provided for all buildings, private roads and parking areas. Such lighting shall provide sufficient light for the safety of residents and other persons; and be arranged and of such character so as to protect all dwelling units on the property from glare or direct light and all adjoining properties or streets from any direct glare or hazardous interference of any kind. No such lighting shall exceed 15 feet in height.
- E. Landscaping.
 - (1) A landscaping plan shall be submitted at the time when all other required plans are submitted. The applicant will make every effort to preserve existing trees greater than 10 inches in caliper.
 - (2) The landscaping plan shall be based on the following:
 - (a) The functional and aesthetic factors which relate to the site to the principal and accessory buildings and other structures.
 - (b) The desirability of concealing and/or enhancing the views to, from and/or within the site.
 - (c) The desirability of screening and complementing proposed buildings or other structures.
 - (d) The desirability of creating visual interest for the residents of the continuing care retirement community.
 - (3) The landscaping plan shall reflect the following:
 - (a) An analysis of the site in terms of: existing views to and from the areas which are proposed for development; existing topography and vegetation conditions; and other existing conditions which are relevant to the site.
 - (b)

An analysis of proposed planting and other landscaping needs as related to: screening buildings and sections of buildings; screening parking areas and other areas where vehicles are parked; screening storage areas; screening site utilities; and other appropriate types of screening.

- (c) The consideration of locations where plantings and other landscaping is needed to: provide visual interest; define outdoor spaces; compliment the proposed architectural style; and achieve other functional and aesthetic goals.
- (4) The preliminary and final landscaping plans shall reflect the following detailed criteria. However, depending on the ways in which Subsection E(1), (2), and (3) above are analyzed relative to the particular site in question, the specific numerical requirements may be satisfied by the applicant by the proposed installation of an equivalent number and/or size of trees and shrubs on the site in the locations where plants are most needed and functional (as used here, "equivalent" means equal in terms of the total costs of the plants and their installation); and by the grouping of trees and shrubs, rather than the placement of them at specific intervals.
- (a) Shade trees shall be provided along all streets where there are no existing shade trees. When planted, shade trees shall be no closer than two feet from the edge of the right-of-way line. No less than one tree of 3 1/2 inches to four inches in caliper shall be planted for each 50 feet of roadway length (excluding service roads and roads through parking lots). However, it is recommended that shade trees be grouped where appropriate in accordance with specific site needs and objectives rather than be spaced at regular intervals.
 - (b) The outer perimeter of all parking areas shall be screened. Effective screens may be accomplished through the use of plant materials, fencing or walls and/or mounding through the use of earthen berms.
 - (c) All parking lots shall be landscaped. One shade tree of two inches to 2 1/2 inches in caliper shall be planted for every five parking spaces, if there are no existing shade trees. Shrubs, ground covers and other plant materials are encouraged to be used to complement the trees.
 - (d) Landscaping and planting areas shall be reasonably dispersed throughout the parking lot, except that landscaped "islands" shall be provided at the end of each parking bay. Such "islands" shall be a minimum of eight feet in width and 18 feet in length, and shall be provided to enhance the appearance of the parking area and to control access and movement within the parking area.
 - (e) All buildings shall be landscaped in accordance with the following criteria:
 - [1] A combination of evergreen and deciduous trees and shrubs shall be used as "foundation" plantings, i.e., plantings to be installed in reasonable proximity to the facades.
 - [2] One specimen deciduous tree of four inches to five inches in caliper shall be planted for every 25 feet of length of building facade measured from end to end of buildings, without regard to indentations and the like in the building, facades and excluding enclosed walkway connectors and elevator cores, such tree to be a minimum of 11 feet to 13 feet in height at the time of planting; and one, eight-foot to ten-foot specimen evergreen

tree shall be planted for every 50 feet of length of building facade, measured as set forth above.

- [3] Five evergreen and/or deciduous shrubs shall be planted for every 20 feet of length of building facade.
 - [4] Trees and shrubs shall be grouped in accordance with specific needs and objectives.
- (f) Other landscaping shall be provided along walkways, in courtyards, around sitting areas, at the entrance to the site and in other highly visible locations, especially along property lines where planting will screen views and provide privacy.
 - (g) The locations, type, size, height and other characteristics of landscaping shall be subject to the review and approval of Township Council.
- (5) The preliminary landscaping plan shall be drawn at a scale of at least one inch equals to 50 feet. It shall be totally coordinated with the overall site plan and shall contain the following:
- (a) A delineation of existing and proposed plant materials.
 - (b) A delineation of other landscaping features such as berms, planting beds to be used for herbaceous plants, areas to be devoted to lawns, areas to be devoted to meadows and other elements of the proposed improvements.
 - (c) Notes describing the proposed improvements and their relationship to the criteria as stated in Subsection E(1), (2), (3) and (4) above.
- (6) One color rendering of a preliminary landscaping plan shall be submitted for review by the Township, in addition to the number of prints which are otherwise required. The color rendering shall reflect total coordination with the overall site plan in terms of its relationship to proposed buildings, roads, parking areas, walks, walls, fencing, benches, signs, lighting and other like structures.
- (7) After the Township has reviewed the preliminary landscaping plan and submitted comments on the plan to the applicant, a final landscaping plan shall be submitted. The final landscaping plan shall be drawn in greater detail than the preliminary plan. It shall be totally coordinated with the overall site plan and shall contain the following:
- (a) A final version of the plan requirements stated in Subsection E(5) for a preliminary plan.
 - (b) A plant list wherein the botanical and common name of the proposed plants are tabulated, along with the quantity, caliper, height and other characteristics.
 - (c) Details for the planting and staking of trees, the planting of shrubs and any other details which depict other related installation.
 - (d) Information in the form of notes or specifications concerning planting beds to be used for herbaceous plants, areas to be devoted to lawns, areas to be

devoted to meadows and the like. Such information shall convey the proposals for seeding, mulching and the like.

F. Buildings.

- (1) The topography and natural features of the site and the direction of prevailing winds and solar orientation shall be considered in planning, designing, locating, orienting and constructing all residential and accessory buildings and other structures to improve the aesthetics and energy efficiency of the development.**
- (2) Residential buildings and other structures shall be located, oriented and designed to create architectural interest and to preserve amenities of light and air, recreation and visual enjoyment.**
- (3) Where and whenever possible existing historical buildings or structures will be preserved and/or reused. The Township Council will consider up to a 25% increase in the density of dwelling units in proportion to the size and number of historical buildings that are preserved or reused.**
- (4) Residential buildings and other structures shall be located and situated to promote pedestrian and visual access to open space.**
- (5) Multi-dwelling-unit buildings shall be designed and constructed in staggered groups, the arrangement of such buildings shall create a physical distinction in the lines of the facades and roofs creating a campus atmosphere.**
- (6) Development near the perimeter of the property shall be designed to be harmonious with neighboring land uses.**
- (7) No common parking area shall be closer than 25 feet to any building.**
- (8) No principal building shall be erected closer than 30 feet from another principal building.**

*Township of Middletown, PA
Thursday, January 3, 2019*

Chapter 275. Zoning

Article XI. PRD Planned Residential Development Districts

§ 275-49. Purpose.

- A. The provisions of this article are enacted for the following purposes:
- (1) To respond to increasing urbanization and the growing demands for housing of various types and designs.
 - (2) To encourage innovations in residential development and renewal so that the growing demand for housing may be met by greater variety in type, design and layout of dwellings and by the conservation and more efficient use of open space ancillary to said dwellings.
 - (3) To encourage more efficient allocation and maintenance of open space for conservation and active and passive recreation.
 - (4) To provide greater opportunities for better housing and recreation for all who are or will be residents of the Township.
 - (5) To encourage a more efficient use of land and public services and to reflect changes in the technology of land development so that the economics so secured may inure to the benefit of those who require housing.
 - (6) To encourage sensitive land development which will respect and conserve such natural features and resources of the land as floodplain and flood-prone areas, important farmlands, steep and very steep slopes, watercourses and water bodies, groundwater and aquifer recharge areas, forested areas, terrestrial and aquatic wildlife habitats, historic and cultural sites, visual resources and other features of importance to the vitality of natural and cultural resources.
 - (7) To provide a procedure which can relate the type, design and layout of residential development to the particular site and to the particular demand for housing existing at the time of development in a manner consistent with the preservation of the property values within existing residential areas and to assure that the increased flexibility of regulations over land development established hereby is carried out pursuant to sound, expeditious and fair administrative standards and procedures.

§ 275-50. Administration.

The administration of the procedures concerning the application for and approval of planned residential developments (PRD) shall be vested solely in the Township Council. However, all applications for tentative and final approval of plans for such developments first shall be referred to the Delaware County and Middletown Township Planning Commissions for their review and comment.

§ 275-51. Conditions of eligibility.

No application for planned residential development shall be submitted, considered or approved unless the following conditions are met:

- A. Any tract of land proposed for development shall be in one ownership or in case of multiple ownership and/or several parcels, evidence shall be presented of a written agreement between the parties and owners involved that development will be in accordance with a single plan with common authority and common responsibility.
- B. All ownership interests in any tract or in any adjacent tract shall be disclosed in the tentative and final plans.
- C. The development will be served by public sewer and public water systems, which shall be constructed and operational, and having the assured capacity to serve the development at the time occupancy of the structures in the development begins; and the feasibility for such construction and operation shall be demonstrated to the satisfaction of the Township Council at the time of the application for tentative plan approval, except that:
 - (1) Single-family detached dwellings on lots of one acre or more may be served by an on-lot water supply system.
- D. The tentative and final plans shall provide a time schedule within which the owner or owners agrees to develop said land according to the plans submitted.
- E. In order to qualify under this chapter as a planned residential development (PRD), said development shall provide for a minimum of 70 acres of land. To achieve a sound relationship among components of the development, all lands in the proposed development shall be reasonably compact. If any portion of such tract is divided by an existing street or other public way from the remainder of the tract, the density requirements of § 275-54 shall be applied to each of the segments of land so divided, provided that this requirement may be modified by the Township Council on recommendation by the Planning Commission in any case where such modification is determined to be in the best interests of the Township.
- F. The land being used to qualify under this chapter shall be located in any area of the Township, with the following exceptions where planned residential development shall not be permitted:
 - (1) Manufacturing and industrial districts.
 - (2) Outdoor recreation districts.

- (3) The R-1A district.

§ 275-52. Use regulations.

A building may be erected, altered or used and land may be used or occupied, subject to the provisions of Articles **XXIX** and **XXX**, for any of the following uses and no other:

- A. Principal permitted uses.
 - (1) Single-family detached dwellings.
 - (2) Single-family attached dwellings.
 - (3) Common open space for recreation and conservation purposes, subject to the provisions in Article **XXXV**.
 - (4) Communications antennas mounted on an existing communications tower and communications equipment buildings, subject to the regulations set forth in § 275-216 of Article **XXXIV**.
[Added 9-14-1998 by Ord. No. 588; amended 3-8-1999 by Ord. No. 595]
- B. Permitted accessory uses.
 - (1) Uses customarily incidental to the uses permitted in Subsection A.
 - (2) Parking in accordance with Article **XXXI**.
 - (3) Signs in accordance with Article **XXXII**.
- C. Conditional uses.
 - (1) Cultural, religious or charitable uses.
 - (2) Private club for recreation, provided that the principal activity shall not be one which is customarily conducted as a business.
 - (3) Communications antennas mounted on an existing public utility transmission tower, building or other structure, and communications equipment buildings.

§ 275-53. Height regulations.

The maximum height of dwellings and other structures erected, enlarged or used shall be 35 feet, except as provided in Article **XXXIII**.

§ 275-54. Density, open space and dwelling unit composition.

- A. The gross density shall not exceed that of the underlying zoning district.
- B. Not less than 50% of the total area of the property shall be designated as and devoted to common open space, subject to the provisions in Article **XXXV**.

- C. No less than 40% of the total number of dwelling units shall be single-family detached dwellings.
- D. No less than 10% of the total number of dwelling units shall be single-family attached dwelling units.
- E. In the case of a planned residential development (PRD) proposed to be developed over a period of time and in stages, a variation in the density of a stage to be developed may be permitted by the Township Council, subject to the condition that the density and uses as defined in this chapter and as shown on the final plan which is approved by the Township Council shall not be changed thereafter if the entire tract is not developed at one time and is developed in stages.

§ 275-55. Area and bulk regulations.

[Amended 1-8-1990 by Ord. No. 461]

In addition to the setback requirements in § 275-56, the following shall apply:

- A. Where single-family detached dwelling units are proposed, the area and bulk regulations of § 275-26B(2) related to the R-2 District shall apply.
- B. Where single-family attached dwelling units are proposed, the design standards of § 275-38 related to the R-4 District shall apply.

§ 275-56. Design standards.

In addition to the design standards in Chapter 210, Subdivision and Land Development, the performance standards in the open space provisions and the standards of § 275-38, the following shall apply:

- A. General standards.
 - (1) A buffer area of at least 100 feet shall be provided, in accordance with Article XXXIV.
 - (2) Fire hydrants shall be installed by the developer to meet the requirements of Appendix C of the International Fire Code, current edition, and the Township Fire Marshal.^[1]
 - [1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*
- B. Stormwater control.
 - (1) The storm drainage system for a PRD shall be designed and constructed so as to minimize erosion and flooding, using as necessary, drainage easements, swales, catchment basins, silt traps and the design of cartways so as to minimize runoff.
 - (2) Where existing storm sewers are deemed by the Township Council as being accessible, the Council may require that the proposed development connect therewith.
 - (3)

All stormwater management design standards shall be in accordance with the provisions for design standards and required improvements embodied in Chapter 210, Subdivision and Land Development, as may be amended from time to time.

- (4) Storm sewer systems for the development shall be designed, constructed and shall operate and be readily capable of being maintained to prevent concentration of stormwater runoff on adjacent developed or undeveloped properties and streets and other areas of impervious surface.
 - (5) The design and construction of all storm drainage facilities and storm sewer systems shall be subject to the approval of the Township Engineer.
- C. Soil erosion and sedimentation control.
- (1) Plans submitted for any PRD development shall conform to the guidelines for minimizing erosion and sedimentation as set forth in the Soil Erosion and Sedimentation Control Manual of the Pennsylvania Department of Environmental Protection prepared by the State Conservation Commission and Bureau of Water Quality Management and the USDA Natural Resources Conservation Service, as amended. In developing a plan for the control of erosion and sedimentation, the developer shall meet as a minimum the standards and specifications outlined in the aforementioned manual, as well as the standards set forth in Appendix C of the Erosion and Sediment Control handbook of the Delaware County Soil and Water Conservation District and those in Chapter 210, Subdivision and Land Development.
- D. Other environmental controls.
- (1) In addition to the controls presented in the above subsections herein, all development in a PRD shall be governed by the environmental controls set forth in Article XXXIII, § 275-207 pertaining to such matters as noise, vibration, storage, glare and heat, fire and explosion and traffic control; and all plans, documents and other submissions in regard to any approval sought shall demonstrate compliance herewith to the Township Council.
- E. Streets and pathways.
- (1) The street system of the planned residential development shall be designed so as to relate harmoniously with land uses within and adjacent to the development through the establishment of a hierarchy of roadway functions which includes internal collector and local streets; to create a separation of automobile and pedestrian traffic through the coordinated design of streets, dwelling units, common open space areas and pedestrian walkways; and to create efficient and safe connections with the existing road system of the municipality in order to insure proper ingress and egress to and from the PRD and to minimize through traffic in residential areas.
 - (2) In order to separate automobile and pedestrian circulation and to increase accessibility to common open space areas, pedestrian walkways shall be provided unless the Township Council determines that they are not necessary.
 - (3) Curbs and sidewalks shall be required along streets in PRDs in accordance with Chapter 210, Subdivision and Land Development.
 - (4)

The design and construction of streets must conform to the standards set forth in Chapter 210, Subdivision and Land Development, relative to paving specifications, cartway design, horizontal and vertical alignment, sight distances and the like.

F. Parking.

- (1) All provisions in Article XXXI shall apply. However, in the case of apartments with three or more bedrooms, 2 1/2 parking spaces for each such unit shall be provided.
- (2) Off-street parking spaces shall not be less than nine feet in width and 18 feet in depth. However, 5% of the spaces shall not be less than 12 feet in width and 20 feet in depth and shall be reserved for the handicapped and so marked with an appropriate symbol.
- (3) Where parking spaces are grouped in lots, aisles at least 25 feet in width shall be provided.
- (4) Where parking spaces are grouped in lots, aisles at least 25 feet in width shall be provided.
- (5) No more than 60 parking spaces shall be accommodated in any single parking area.
- (6) All off-street parking and/or loading areas shall be surfaced with an asphaltic or portland cement pavement.

G. Lighting.

- (1) All streets, off-street parking areas and areas of intensive pedestrian use shall be adequately lighted. All such lighting shall be designed and located so as to direct light away from adjacent residences.

H. Buffer area.

- (1) There shall be a buffer area between any building and the boundary line of such a planned residential development (PRD) or the right-of-way line of any abutting roadway. The buffer area shall be in accordance with Article XXXIV.
- (2) No building shall be placed within 150 feet of any such line. Any such buffer area shall be in addition to the yard area of any building abutting any boundary or right-of-way; provided, however, that the dimensions of the buffer are may be reduced to less than 150 feet in any case in which the full width of such buffer is determined to be unnecessary because of existing vegetation, topography, man-made barriers or other natural screening, but in no case less than 100 feet.

I. Tree conservation and landscaping.

- (1) Existing trees shall be preserved wherever possible. The protection of trees 12 inches or more in caliper (measured at a height 4 1/2 feet above the original grade) shall be a factor in determining the location of common open space, structures, underground utilities, walks and paved areas. Areas in which trees are to be preserved shall remain at original grade level and in an undisturbed condition.
- (2) Where extensive natural tree cover and vegetation does not exist and cannot be preserved on the PRD site, landscaping shall be regarded as an essential feature of

the PRD. In these cases, extensive landscaping shall be undertaken in order to enhance the appearance of the PRD, aid in erosion control, provide protection from wind and sun, screen streets and parking areas and enhance the privacy of the dwelling units in accordance with Article XXXIV.

- (3) Street trees shall be provided along all internal collector and local streets. No less than two four-inch-caliper trees shall be provided for each fifty-foot increment of street, wherein one tree shall be placed on each side of said street increment.
- (4) A landscaped buffer planting strip of 20 feet in width shall be provided along all perimeter property lines, except at points of vehicular ingress and egress and on pedestrian access ways.
- (5) Screening and landscaping requirements for parking areas are provided in Article XXXI.

§ 275-57. Development in stages.

An applicant may propose to develop the PRD District project in stages and the Township Council may approve same if the following criteria are met:

- A. The application for tentative approval covers the entire planned residential development and shows the location and time of construction for each stage in addition to other information required by this chapter.
- B. At least 35% of the dwelling units in the plan given tentative approval are included in the first stage.
- C. The second and subsequent stages are completed consistent with the tentatively approved plan and are of such size and location that they constitute economically sound units of development. In no event shall such stages contain less than 25% of the dwelling units receiving tentative approval.
- D. In no case shall work on the current stage area include stripping or disturbance of woodland and forest or soils of any area set aside for later stages.
- E. All improvements within the particular stage shall be completed contemporaneously with the completion of construction of the dwellings of the stage.
- F. Any plans and other documents required by the Township Council to depict all of the foregoing and the limits thereof are submitted to, and approved by, the Township Council.

§ 275-58. Location, ownership and maintenance of common open space.

Refer to Article XXXV, Open Space Provisions.

§ 275-59. Application for tentative approval.

The application for tentative approval shall be executed by or on behalf of the landowner and filed with the Township Manager. If the applicant is not the landowner, the executed consent of the landowner or evidence of the applicant's legal authority to make such an application shall be so filed. An initial deposit in the amount of \$1,000 to be applied against expenses associated with the processing and review of the application shall be paid upon filing the application. Additional deposits shall be made from time to time as requested by the Township to cover costs in reviewing and administering the application, not to exceed actual expenses. Seventeen copies of the application shall be submitted to the Township Manager for various required reviews. The application for tentative approval shall include all plans, documents, papers and submissions proving compliance with all the standards of this article. The Township Council may require such additional documentation as needed to aid them in review of the application and accompanying papers.

- A. Application for tentative approval shall include, but not be limited to, the following:
- (1) A statement indicating the nature of the applicant's and the landowner's interest in the project.
 - (2) A written statement by the applicant setting forth the reasons why the project would be in the public interest and would be specifically consistent with the Comprehensive Plan's goals and objectives and its recommendations for land use, community facilities and utilities, circulation and other matters therein recommended.
 - (3) A map indicating the location and size of the property and its relationship to surrounding properties, such map to be drawn at a scale of one inch equals 800 feet and showing all streets, roads, municipal boundaries, subdivisions, adjoining properties and designated open space within 2,500 feet of any part of the tract. In the case of development of a section of the entire tract, the key map shall show the relationship of the section to the entire tract.
 - (4) A plan at a scale of one inch equals 100 feet delineating the topography of the tract. Such plan shall contain contours with at least two-foot intervals; and shall accurately and conspicuously depict slopes from 0% to 8%, 8% to 15%, 15% to 25% and greater than 25%.
 - (5) A plan at a scale of one inch equals 100 feet accurately and conspicuously delineating, depicting and otherwise noting in graphic fashion the vegetation of the tract. Such plan shall depict the location of all trees 12 inches in caliper and greater.
 - (6) A plan at a scale of one inch equals 100 feet accurately and conspicuously delineating the drainage characteristics of the tract. Such plan shall accurately and conspicuously depict, delineate and otherwise note in graphic fashion all perennial and intermittent streams and watercourses and their watersheds, as well as flood-prone and flood hazard areas.
 - (7) A plan at a scale of one inch equals 100 feet accurately and conspicuously delineating, depicting and otherwise noting in graphic fashion the soils of the tract. Such plan shall depict all soil types and shall include a table identifying soil characteristics pertinent to the proposed development and the tract.

- (8) A plan at a scale of one inch equals 100 feet accurately and conspicuously delineating, depicting, and otherwise noting in graphic fashion the proposed use areas by type, size, location and gross density.
- (9) A site plan at a scale of one inch equals 100 feet accurately and conspicuously delineating, depicting and otherwise noting in graphic fashion the location, use, height, bulk and location of streets, rights-of-way, cartways, parking areas and other improvements.
- (10) A plan at a scale of one inch equals 100 feet accurately conspicuously delineating, depicting and otherwise noting in graphic fashion common open space. Such plan shall depict the location, function and size of common open space areas and any existing natural and cultural features comprised within the common open space. In addition, the plan shall include any facilities or structures proposed. Accompanying the plan shall be a statement indicating the proposed means for ownership and maintenance of the common open space.
- (11) A detailed report indicating the feasibility and capability for operation and maintenance of water supply systems, sanitary sewage systems, stormwater systems and other utility systems. Such a report shall indicate the following:

 - (a) With regard to water supply, there shall be an objective description of the ability of achieving a safe and efficient water supply system. The description shall reference geologic and hydrogeologic data relative to groundwater conditions, realistic potential yields and quality. In addition, the description shall indicate the demand by type of use for water from the proposed development and its related uses and users.
 - (b) With regard to sanitary sewage disposal, there shall be an objective description of the ability of achieving a safe and efficient system for sewage disposal. The description shall indicate all proposed measures and methods for conveying and treating the sewerage and the sizes of all pipes and direction and quantities of flow anticipated from the development, as well as all connections which will be required to tie into existing sanitary sewers.
 - (c) Assurance of the availability of safe and efficient public water and public sewer facilities shall also be reported. Such assurance shall include letters signed by an officer of the company or authority concerned, indicating its ability and willingness to provide such service within the timetable proposed for the development, including a statement of maintenance responsibilities and rates and charges for service.
 - (d) With regard to stormwater systems, there shall be an objective description of the ability of achieving a safe and efficient stormwater management system. Such report shall be in complete conformance with Chapter 210, Subdivision and Land Development.
- (12) A detailed plan illustrating all connections to existing public utilities, streets and rights-of-way, accompanied by documentation as to the impact of the proposed development on said public utilities, streets and rights-of-way.
- (13) A site plan illustrating phasing, including a time schedule for all on-site and off site improvements may be modified from time to time with approval of the Township Council.

- (14) A fully detailed soil erosion and sedimentation control plan.
 - (15) A fully detailed grading plan at a scale of one inch equals 100 feet accurately and conspicuously delineating proposed contours at intervals of at least two feet.
 - (16) A fully detailed landscaping plan at a scale of one inch equals 100 feet wherein existing and proposed plant materials are accurately and conspicuously differentiated, delineated, depicted or otherwise noted in a graphic fashion and a plant list with botanical and common names as well as notations for the quantities and sizes of all proposed plant materials.
 - (17) A written report indicating the proposed methods and measures to be undertaken for energy conservation and the effective utilization of renewable energy resources.
 - (18) The documents containing covenants, grants of easements or other restrictions to be imposed upon the use of land, buildings and structures including proposed grants and/or easements for utilities and the like.
 - (19) An Environmental Impact Assessment Report in accordance with Article **XXXIV**.
 - (20) In the case of plans which call for development in stages, a schedule showing the time within which applications for final approval of all parts of the project are intended to be filed and which shall be updated annually on the anniversary of submission for final approval.
 - (21) A report accompanying the application shall, insofar as possible, indicate compliance with the provisions set forth for documentation herein.
 - (22) All other requirements for a preliminary plan as set forth in Chapter **210**, Subdivision and Land Development.
- B. Seven copies of every application for tentative approval received by the Township Manager shall be promptly forwarded to the Township Planning Commission and one copy of each application to the Natural Resources Conservation Service for its recommendation. The Township Planning Commission and the Delaware County Planning Department shall review and report upon the application to the Township Council. One copy of the reports of the respective planning commissions shall be furnished to the applicant upon receipt by the Township Council.
- C. The applicant, the Township Council, the Township Planning Commission and the Delaware County Planning Department may consult informally concerning the project for the proposed PRD District prior to the filing of an application for tentative approval, provided that no statement or representation by a member of the official review agency or of the planning agencies be binding upon the Township.

§ 275-60. Public hearings.

- A. Within 60 days after the filing of an application for tentative approval of a project pursuant to this article, a public hearing pursuant to the public notice on said application shall be held by the Township Council in the manner provided by this chapter for the enactment of an amendment. The Chairman or, in his absence, the Acting Chairman of the Township Council, may administer oaths and compel the attendance of witnesses.

All testimony by witnesses at any hearing shall be given under oath and every party of record at a hearing shall have the right to cross-examine adverse witnesses.

- B. A verbatim record of the hearing shall be caused to be made by the Township Council. Whenever such records are requested by any party to the proceedings, the cost of transcribing such a record shall be borne by the party requesting it and the expenses of copies of such record shall be borne by those who wish to obtain such copies. All exhibits accepted in evidence shall be identified and duly preserved or, if not accepted in evidence, shall be properly identified and the reason for the exclusion clearly noted in the record.
- C. The Township Council may continue the hearing from time to time and may refer the matter back to the Planning Commission for a report; provided, however, that in any event, the public hearing or hearings shall be concluded within 60 days after the date of the first public hearing.

§ 275-61. Findings.

- A. The Township Council may continue the hearing from time to time and may refer the matter back to the Planning Commission for a report; provided, however, that in any event, the public hearing or hearings shall be concluded within 60 days after the date of the first public hearing.
 - (1) Grant tentative approval of the development plan submitted;
 - (2) Grant tentative approval subject to specified conditions not included in the development plan as submitted; or
 - (3) Deny tentative approval to the development plan. Failure to do so within said period shall be deemed to be a grant of tentative approval of the development plan as submitted. In the event, however, that tentative approval is granted subject to conditions, the applicant may, within 30 days after receiving a copy of the official written communication of the Township Council, notify the Township Council of his refusal to accept all said conditions, in which case the Township Council shall be deemed to have denied tentative approval of the development plan. In the event the applicant does not, within said period, notify the Township Council of his refusal to accept all said conditions, tentative approval of the development plan, with all said conditions, shall stand as granted.
- B. The grant or denial of tentative approval by official written communication shall include not only conclusions but also findings of fact related to the specific proposal and shall set forth the reasons for the grant, with or without conditions, or for the denial; and said communication shall set forth with particularity in what respects the development plan would or would not be in the public interest including but not limited to findings of fact and conclusions of the following:
 - (1) Those respects in which the development is or is not consistent with the Comprehensive Plan for the development of the Township.
 - (2) The extent to which the development plan departs from zoning and subdivision regulations otherwise applicable to the subject property, including but not limited to density, bulk and use and the reasons why such departures are or are not deemed to be in the public interest.

- (3) The purpose, location and amount of the common open space in the development, the reliability of the proposals for maintenance and conservation of the common open space and adequacy or inadequacy of the amount and purpose of the common open space as related to the proposed density and type of residential development.
 - (4) The proposed systems for sanitary sewers, water supply, stormwater control and soil erosion and sedimentation control and the manner in which said proposals adequately or inadequately address the construction, operation and maintenance of such systems.
 - (5) The physical design of the development and the manner in which said design does or does not make adequate provision for public services, provide adequate control over vehicular and pedestrian traffic and further the amenities of light and air, recreation and visual enjoyment.
 - (6) The relationship, beneficial or adverse, of the proposed development to the neighborhood in which it is proposed to be established.
 - (7) In the case of a development plan which proposes development over a period of years, the sufficiency of the terms and conditions intended to protect the interests of the public and of the residents of the development in the integrity of the development plan.
- C. In the event that a development plan is granted tentative approval, with or without conditions, the Township Council may set forth in the official written communication the time within which an application for final approval of the development plan shall be filed or, in the case of a development plan which provides for development over a period of years, the periods of time within which applications for final approval of each part thereof shall be filed. Except upon the consent of the Township Council, the time so established between the grant of tentative approval and the application for final approval shall be not less than three months nor more than one year, and, in the case of development over a period of years, the time between applications for final approval of each part of the plan shall be not less than 12 months nor more than 18 months.

§ 275-62. Status of plan after tentative approval.

[Amended by 1-8-1990 by Ord. No. 461]

- A. The official written communication provided for in § 275-61 of this article shall be certified by the Secretary of the Township Council and shall be filed in his/her office, and a certified copy shall be mailed to the applicant. Where tentative approval has been granted, it shall be deemed an amendment to the Zoning Map, effective upon final approval, and the same shall be noted on the Zoning Map.
- B. Tentative approval of a development plan shall not qualify a plot for recording nor authorize development or the issuance of any building permits. A development plan which has been given tentative approval as submitted or which has been given tentative approval with conditions which have been accepted by the applicant (and provided that the landowner has not defaulted nor violated any of the conditions of the tentative approval) shall not be modified or revoked nor otherwise impaired by action of the Township pending an application or applications for final approval without the consent of the applicant, provided that an application for final approval is filed or, in the case of

development over a period of years, provided that applications are filed within the periods of time specified in the official written communication granting tentative approval.

- C. In the event that a development plan is given tentative approval and thereafter, but prior to final approval, the applicant shall elect to abandon said development plan and shall so notify the Township Council, in writing, or in the event that the applicant shall fail to file an application or applications for final approval within the required period of time or times, as the case may be, the tentative approval shall be deemed to be revoked and all that portion of the area included in the development plan for which final approval has not been given shall be subject to those local ordinances otherwise applicable thereto, as they may be amended from time to time, and the same shall be noted on the Zoning Map and in the records of the Township Manager.

§ 275-63. Application for final approval.

[Amended by 1-8-1990 by Ord. No. 461]

An application for final approval may be for all the land included in a development plan or, to the extent set forth in the tentative approval, a section thereof. Said application shall be made to the Township Council and within the time or times specified by the official written communication granting tentative approval as in § 275-61 or as otherwise mutually agreed upon between the applicant and the Township Council and set forth, in writing, by the Township Council. If the application for final approval is in compliance with the tentatively approved development plan, a public hearing need not be held. The application for final approval shall consist of a plan or plans and accompanying documents which shall show and shall include the following information:

- A. The plan. The final plan shall be prepared in accordance with Chapter 210, Subdivision and Land Development. All plans shall be drawn at a scale not smaller than one inch equals 50 feet. They shall be clear and legible blue-line or black-line prints and shall include at least the following information:
- (1) The development name or identifying title.
 - (2) The municipality in which the development is located.
 - (3) North point, scale and date.
 - (4) The name of the record owner of the tract and developer.
 - (5) The name and seal of the registered professional engineer, landscape architect, land planner, architect or surveyor responsible for the plan.
 - (6) Boundaries of the tract determined by accurate survey in the field which shall be balanced and closed with an error of closure not to exceed one foot in 10,000.
 - (7) Property lines within the development.
 - (8) Lot areas to 1/1,000 of an acre.
 - (9) Street lines, lot lines, rights-of-way, easements and areas dedicated to or proposed to be dedicated to public use. Profiles for all streets and for proposed sanitary and storm sewer mains, inlets and manholes and the location of all utilities.

- (10) The length of all straight lines, radii, lengths of curves and tangent bearings for each street.
 - (11) All dimensions and angles or bearings of the lines of each lot and of each area proposed to be dedicated to public use.
 - (12) The designation of common open space including the area contained therein.
 - (13) Location, grades, length and width of all private driveways and all parking facilities and type of paving and other surface to be used therefor.
 - (14) Names proposed to be given to all streets.
 - (15) Location of all structures.
 - (16) Number of lots.
 - (17) Number of dwelling units by type and, where applicable, the number, location and square footage of areas to be devoted to nonresidential use.
 - (18) Architectural drawings, floor plans and elevations to scale of all buildings, said drawings to bear the seal of the architect who has prepared same.
 - (19) Total property area of the entire development tract and, in the case of development in sections, the size of the section for which plans are submitted.
 - (20) All permanent monuments.
 - (21) A final grading plan, including existing and proposed contours at vertical intervals of at least two feet, the lines thereof to be conspicuously distinguishable.
 - (22) All existing watercourses, tree masses and other significant natural features, including all trees 12 inches in caliper or greater to be retained and/or to be removed.
 - (23) A final soil erosion and sedimentation control plan.
 - (24) A final landscaping plan, wherein existing and proposed plant materials are differentiated, a final plant list indicating the types, quantities and sizes of the proposed plant materials and typical planting details for tree planting and staking, shrub planting and the like.
 - (25) A final environmental impact assessment report.
- B. The documentation. The application for final approval shall also be accompanied by:
- (1) Copies of deed restrictions and/or easements, if any and other documents relating to title, use or occupancy.
 - (2) Copies of permits obtained: under authority of statutes of the Commonwealth of Pennsylvania and/or the County of Delaware regarding the provision for construction, operation and maintenance of the proposed sanitary sewer system, water supply system, soil erosion and sedimentation control system; and highway occupancy system.

- (3) An affidavit that the applicant is the owner of the land proposed to be developed, or has been authorized by the landowner to be the applicant, supported by a copy of the written authority therefor.
 - (4) Offers of dedication and covenants and other documents governing the reservation and maintenance of undedicated open space, provided that all such offers of dedication and covenants shall bear the certificate of approval of the Township Solicitor as to their legal sufficiency and compliance herewith.
 - (5) Copies of the homeowner's agreements for common open space not to be offered for dedication to the Township.
 - (6) A statement duly acknowledged before an officer authorized to take acknowledgement of deeds and signed by the owner or owners of the property to the effect that the development as shown on the application for final approval is made with his or their free consent and that it is desired to record the application and accompanying documents upon their approval.
 - (7) Whenever a developer proposes to establish a street which is not offered for dedication and not required to be offered for dedication, he shall submit a copy of statements cosigned by the Township Solicitor that he has made an agreement on behalf of his heirs and assigns with the Township. Said agreement shall be subject to the Township Solicitor's approval and shall be recorded with the plan. Said agreement shall establish the condition under which the streets may later be offered for dedication and stipulate among other things:
 - (a) That the street shall be in a good state of repair as certified by the Township Engineer, or that the owner or owners of the lots along it agree to include with the offer of dedication sufficient money, as estimated by the Township Engineer, to restore the street to conform with Middletown Township design standards.
 - (b) That an offer to dedicate the street shall be made only on the street as a whole.
 - (c) That the method of assessing repair costs shall be stipulated.
 - (d) That, where applicable, agreement to offer the street for dedication by the owners of 60% of the lots shall be binding on owners of the remaining lots.
 - (8) Such other related information as deemed necessary by the Township Council to make their determination.
- C. In the event the application for final approval has been filed, together with all drawings, specifications, covenants, easements, performance bonds and other documents in support thereof and as required by this chapter and the official written communication for tentative approval, the Township shall within 45 days of such filing, grant such development plan final approval.
- D. In the event the development plan as submitted contains variations from the development plan given tentative approval, the Township Council shall refuse to grant final approval and shall, within 45 days from the filing of the application for final approval, so advise the applicant in writing of said refusal, setting forth in said notice the reasons why one or more of said variations are not in the public interest. In the event of such refusal, the applicant may either:

- (1) Refile his application for final approval without the variations objected to; or
 - (2) File a written request with the Township Council that it hold a public hearing on his application for final approval. If the applicant wishes to take either such alternate action, he may do so at any time within which he shall be entitled to apply for final approval, or within 30 additional days of receipt of notice that the development plan was not in substantial compliance. In the event that the applicant shall fail to take either of these alternate actions within said time, he shall be deemed to have abandoned the development plan. Any such public hearing shall be held pursuant to public notice within 30 days after request for the hearing is made by the applicant, and the hearing shall be conducted in the manner prescribed in this chapter for public hearings on applications for tentative approval. Within 45 days after the conclusion of the hearing, the Township Council shall, by official written communication, either grant final approval to the development plan or deny final approval. The grant or denial of final approval of the development plan shall, in cases arising under this section, be in the form and contain the findings required for an application for tentative approval set forth in this article.
- E. A development plan or any part thereof which has been given final approval shall be so certified without delay by the Township Council and shall be filed by the Recorder of Deeds before any development shall take place in accordance therewith. Pending completion, in accordance with the time provisions stated in Section 508 of the Pennsylvania Municipalities Planning Code,^[1] of said planned residential development or of that part thereof, as the case may be, that has been finally approved, no modification of the provisions of said development plan or part thereof, as finally approved, shall be made except with the consent of the landowner. Upon approval of the final plan, the applicant shall record the plan in accordance with § 275-67 herein and post financial security in accordance with § 210-11 of Chapter 210, Subdivision and Land Development.
- [1] *Editor's Note: See 53 P.S. § 10508.*
- F. In the event that a development plan or a section thereof is given final approval and thereafter the applicant shall abandon such plan or the section thereof that has been finally approved and shall so notify the Township Council, in writing, or in the event that the applicant shall fail to commence and complete the development project or section thereof in accordance with the time provisions stated in Section 508 of the Pennsylvania Municipalities Planning Code, after final approval has been granted, no development or further development shall take place on the property included in the development plan until after said property is resubdivided and is reclassified by enactment of an amendment to this chapter.

§ 275-64. Legal remedies.

The Township may avail itself to any and all remedies provided by law, including but not limited to those specified in the Pennsylvania Municipalities Planning Code.

§ 275-65. Bonding/security for completion of improvements.

Security shall be provided which is acceptable to the Township in an amount to cover the costs of any improvements which may be required.

§ 275-66. Insurance and indemnity.

The Township shall require appropriate liability insurance and minimum limits of coverage in regard to any development in a PRD. The Township shall be a "named insured" under all such liability policies, without premium liability therefor; said policies shall further be written to exclude the operation of any "other insurance" clause. The Township shall also require from the applicant a defense, indemnity and hold-harmless agreement in favor of the Township, which shall be insured by the applicant to at least the minimum limits required by the Township Council for liability insurance.

§ 275-67. Recording.

[Amended 1-8-1990 by Ord. No. 461]

The final plot plan will be recorded by the landowner in the Office for the Recording of Deeds in and for Delaware County, Pennsylvania, within 90 days of the granting of final approval by the Township Council. The Recorder of Deeds of the county shall not accept any plan for recording unless such plan officially notes the approval of the Township Council and review by the Delaware County Planning Department.

§ 275-68. Fees.

Fees for review of the final plan shall be established by resolution of the Township Council, which fees shall not exceed costs incurred. Should any funds remain after the final plan is processed and reviewed, they will be returned to the applicant.

*Township of Middletown, PA
Thursday, January 3, 2019*

Chapter 275. Zoning

Article IV. R-1A Residence District

§ 275-14. Purpose.

The R-1A Residence Districts are designed primarily to regulate residential development so that it will be compatible with and promote conservation of existing farmlands and other agricultural areas; to protect the rural character of existing residential development; and to protect and conserve groundwater and other natural resources by encouraging planned development which will not require public sewer systems.

§ 275-15. Use regulations.

- A. Permitted principal uses. A building may be erected, altered or used and land may be used, subject to the provisions of Articles **XXIX** and **XXX**, for any of the following purposes and no other:
- (1) Single-family detached dwelling.
 - (2) Municipal use.
 - (3) Agricultural uses and buildings, subject to the provisions of Article **XXXIII**.
 - (4) Silviculture, wildlife and nature preserve or other conservation uses.
 - (5) Communications antennas mounted on an existing communications tower and communications equipment buildings, subject to the regulations set forth in § **275-216** of Article **XXXIV**.
[Added 9-14-1998 by Ord. No. 588; amended 3-8-1999 by Ord. No. 595]
- B. Accessory uses to permitted principal uses.
- (1) Accessory uses on the same lot and customarily incidental to the principal uses permitted in Subsection **A** herein and as governed by the general provisions for accessory uses in Article **XXXIII**.
 - (2) The sale of farm products, provided that such products are produced on the property, subject to the general provisions for accessory uses in Article **XXXIII**.
 - (3) Private parking space and private garage, in accordance with Article **XXXI**, related to off-street parking and loading.

- (4) Private stable.
 - (5) Private (noncommercial) swimming pools, tennis courts or other private recreational facilities, for the use and enjoyment of residents and their guests, subject to the general provisions for such accessory uses in Article **XXXIII**.
 - (6) Signs, in accordance with Article **XXXII**, related to sign regulations.
- C. Conditional uses.
- (1) Cultural, religious and charitable uses.
 - (2) Cemeteries.
 - (3) Conversion of single-family detached dwellings to apartments, subject to the general provisions for conversions in Article **XXXIII**.
 - (4) Home professional offices and home occupations, subject to the provisions in Article **XXXIII**.
 - (5) Public utility and governmental uses, subject to the provisions in Article **XXXIII**.
 - (6) Community tennis courts and swimming pools operated for the use and benefit of the members of the community association and their guests.
 - (7) Communications antennas mounted on an existing public utility transmission tower, building or other structure and communications equipment buildings, subject to the regulations set forth in § **275-216** of Article **XXXIV** and all other standards and criteria for approval of conditional uses in this chapter.
[Added 3-8-1999 by Ord. No. 595]

§ 275-16. Height regulations.

The maximum height of dwellings and other structures shall be 35 feet, except as provided in Article **XXXIV**. The height of structures designed for agricultural use may be increased to a maximum of 65 feet, provided that for every foot of height in excess of 35 feet there shall be added to each yard requirement two feet of depth or width.

§ 275-17. Area and bulk regulations.

[Amended 4-27-1992 by Ord. No. 506]

Except as restricted under Articles **XXIX** and **XXX**, the following area and bulk regulations shall apply:

- A. Residential dwelling units and municipal use.
- (1) Minimum lot area: one acre for each principal permitted building.
 - (2) Minimum lot width at building line: 120 feet.
 - (3) Minimum lot width at street line: 50 feet.

- (4) Maximum impervious surface area and building coverage: Not more than 40% of the area of any lot shall be covered by impervious surfaces and not more than 20% of any lot area shall be occupied by buildings.
 - (5) Minimum depth of each front and rear yard: 50 feet.
 - (6) Minimum width of side yards: Each lot shall have at least two side yards having a minimum average width of 30 feet and neither side yard shall have a width of less than 25 feet. On each corner lot there shall be two front yards; the yards abutting the street shall have a width of not less than 50 feet; and the side yard not abutting the street shall have a width of not less than 25 feet.
- B. Other uses. The area and bulk regulations for the following conditional uses shall be as follows:
- (1) Cemeteries.
 - (a) Minimum lot area: 10 acres.
 - (b) Minimum lot width at building line: 400 feet.
 - (c) Minimum lot width at street line: 300 feet.
 - (d) Maximum total impervious surface area: 40%.
 - (e) Maximum building coverage: 20%.
 - (f) Minimum depth of each front and rear yard: 150 feet.
 - (g) Minimum width of each side yard: 75 feet.
 - (2) Cultural, religious and charitable uses.
 - (a) Minimum lot area: five acres.
 - (b) Minimum lot width at building line: 200 feet.
 - (c) Minimum lot width at street line: 150 feet.
 - (d) Maximum total impervious surface area: 35%.
 - (e) Maximum building coverage: 15%.
 - (f) Minimum depth of each front and rear yard: 100 feet.
 - (g) Minimum width of each side yard: 50 feet.
 - (3) Governmental, including municipal and public utility, uses except for easements, land used for pumping stations, land in the OR-2 District and land in open space in accordance with Article XXXV.
 - (a) Minimum lot area: two acres.
 - (b) Minimum lot width at building line: 200 feet.

- (c) Minimum lot width at street line: 150 feet.
- (d) Maximum total impervious surface area: 35%.
- (e) Maximum building coverage: 15%.
- (f) Minimum depth of each front and rear yard: 100 feet.
- (g) Minimum width of each side yard: 100 feet.

PROFESSIONAL PROFILE

JOHN J. COYLE 3RD, MAI, CRE

PRESENT POSITION:

President and Director of the Regional Valuation Department of Coyle, Lynch & Company; Vice President of Coyle Real Estate Company; Director of Real Estate Valuation of Corporate Valuation Advisors; and Vice President of Delaware Valley Realty Advisors, Inc.

Mr. Coyle is a co-director of, co-manager of, and partial owner of the Henderson Group, Inc. The Henderson Group developed, owns, and manages 2,600,000 square feet of industrial, office, and retail properties in 48 buildings in 5 communities in the western Philadelphia, PA (Delaware County) suburbs, and 600,000 square feet of industrial and office space in 11 buildings in Melbourne, FL (Brevard County).

CERTIFICATION:

Mr. Coyle is a licensed Real Estate Broker (RM-024731-A) in the Commonwealth of Pennsylvania since 1972; and a Certified General Real Estate Appraiser in the Commonwealth of Pennsylvania (#GA-397L) since the enactment of the Real Estate Appraisers Certification Act No. 98 of 1990; in the State of New Jersey (#RG-1630); in the State of Delaware (#X10000145); in the State of New York (#46000018883); in the State of Texas (#TX-1335204-G); in the Commonwealth of Virginia (#4001017681); and the State of Colorado (#CG.200001538). In recent years, Mr. Coyle has also received reciprocal practice certificates in Rhode Island, Tennessee, Connecticut, Maryland, North Carolina, Oklahoma, California, Georgia, Florida, and

New Hampshire. Mr. Coyle has met the current continuing educational requirements in each state in which he is certified and for each professional organization of which he is a member.

PAST EXPERIENCE:

Mr. Coyle's previous positions include Vice President of Strategis Asset Valuation & Management Company (formerly Realty Appraisals Company); President of Northland Appraisal Company; and Staff Appraiser for Jackson Cross Company.

PROFESSIONAL SOCIETIES:

Mr. Coyle is an MAI member and an SRA member of the Appraisal Institute (the merged entity of the former American Institute of Real Estate Appraisers and the former Society of Real Estate Appraisers), a CRE member of the Counselors of Real Estate, and a Hoyt Fellow of the Homer Hoyt Institute for Advanced Studies. Mr. Coyle is also a Realtor Member of the Delaware Valley Association of Realtors, and past President and Director of the Delaware County Association of Realtors and the Philadelphia Chapter of the Society of Real Estate Appraisers; served as District Governor of the Society of Real Estate Appraisers; and served on the national Board of Directors of the Appraisal Institute. Mr. Coyle presently serves as a Director of the Delaware County Industrial Development Authority.

PROPERTY TYPES EVALUATED:

Since 1972, Mr. Coyle has applied his expertise to a wide range of valuation problems. Property types appraised include improved real and personal property assets in the broad classifications of industrial, residential, institutional, commercial, agricultural, and special purpose properties, and a diverse array of undeveloped acreage and developed land. Improved industrial facilities appraised include light, medium, and heavy duty manufacturing plants; laboratory facilities; petroleum refineries; petroleum storage facilities; breweries; processing plants; chemical plants; pilot plants; warehouses; flex buildings; research and development facilities; transportation terminals; food processing plants; landfills; quarries; power generating facilities; and waterfront terminal facilities. Improved residential property types appraised include single family dwellings; garden, mid-rise, and high rise apartment buildings; congregate care facilities; nursing homes; and continuing care retirement communities. Improved

institutional properties appraised include hospitals; colleges; schools; churches; and parsonages. Improved commercial property types appraised include regional shopping malls; regional, community and neighborhood shopping centers; hotels and motels; office buildings; service stations; operations centers; car washes; convenience stores; golf courses; marinas; mobile home parks; and department stores. Improved agricultural properties appraised include farms; fisheries; orchards; ranches; and commercially operated agribusiness facilities. Special purpose properties appraised include railroad rights of way; natural resource tracts consisting of timberlands; water rights; and peat, coal, and limestone reserves; amusement parks; cemeteries; restaurants; bowling alleys; parking garages; pipelines; water distribution systems; sewage treatment plants; and various forms of environmentally challenged properties. Property interests appraised include fee simple estates, leasehold estates, reversionary interests, life estates, leased fee estates, air rights, subsurface rights, and easements, including conservation easements.

EDUCATION:

Mr. Coyle is a graduate of The American University with an MS in Real Estate and Urban Development Planning; and a graduate of Saint Joseph's University with a BS in Business Administration. He has also completed coursework in valuation and related topics presented by the Appraisal Institute, the Society of Office and Industrial Realtors, the American Society of Appraisers, the Center for Business Intelligence, the RS Means Company, the Colorado School of Mines; and the Massachusetts Institute of Technology.

SCOPE OF ASSIGNMENTS:

Mr. Coyle has participated in appraisal and consulting assignments in 51 of the 67 counties in Pennsylvania, each of the 3 counties in Delaware, 20 of the 21 counties in New Jersey, and 33 of the 57 counties in New York. He has worked in 38 of the continental United States for private individuals, corporations, governmental agencies, law firms, and lending institutions in connection with the sale and acquisition of real estate; corporate dissolutions; mortgage financing; ad valorem, income, and estate tax litigation; bankruptcy proceedings; security offerings; condemnation matters; risk control issues; and portfolio management assignments.

EXPERT TESTIMONY:

Mr. Coyle has been qualified as an expert in the valuation of real and/or personal property in the Court of Common Pleas in 28 of the 67 counties in the Commonwealth of Pennsylvania; in the United States District Court for the Eastern District of Pennsylvania; in the Supreme Court of the State of New York; in the Tax Court of the State of New Jersey; in the Chancery Court of the State of Delaware; and in various quasi-judicial proceedings before boards and panels throughout the geographic area he has served.

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PROFESSIONAL PROFILE

JOHN ANTHONY EGAN, MAI, SRA

PRESENT POSITION:

Vice President and Director of the Metropolitan Valuation Department of Coyle, Lynch & Company.

CERTIFICATION:

Mr. Egan is a Certified General Real Estate Appraiser in the Commonwealth of Pennsylvania (#GA 284L) and a licensed Real Estate Broker (AB-049362-L) in the Commonwealth of Pennsylvania. Mr. Egan has met the current appraisal education requirements of the Commonwealth. Mr. Egan has also received reciprocal practice certificates in Alabama, Texas, Kansas, Maryland, Virginia, and South Carolina.

PAST EXPERIENCE:

Mr. Egan's previous positions include Senior Appraiser for Coyle, Lynch and Company; and Associate Real Estate Appraiser for Northland Appraisal Company.

PROFESSIONAL SOCIETIES:

Mr. Egan is an MAI member and an SRA member of the Appraisal Institute (the merged entity of the former American Institute of Real Estate Appraisers and the former Society of Real Estate Appraisers) and a Realtor Member of the Suburban West Realtors Association (formerly known as Delaware Valley Association of Realtors). Mr. Egan is a Past Director and Past President of the Philadelphia Metropolitan Chapter of the Appraisal Institute; Past Chair of the Appraisal Committee of the Delaware Valley Realtors Association; and Past President of the Council of Pennsylvania Real Estate Appraisers.

PROPERTY TYPES EVALUATED:

Since 1981, Mr. Egan has applied his expertise to a wide range of valuation problems. Property types appraised include residential properties with particular emphasis on mansions, extraordinary dwellings,

historical properties, estates and unique homes; industrial properties such as manufacturing plants, industrial buildings, laboratory facilities, warehouses, flex buildings, research and development facilities, warehouses, flex buildings, research and development facilities, quarries, landfills, food processing plants, and waterfront facilities; institutional properties such as churches, schools and nursing homes; hotels and motels; railroad rights of way; office buildings; service stations; shopping centers; regional malls; department stores; operation centers; golf courses; cemeteries; and acreage and building sites. Property interests appraised include fee simple estates, leasehold estates, reversionary interests, leased fee estates, life estates, air rights, and easements.

EDUCATION:

Mr. Egan is a graduate of Temple University with a Master of Education degree; and a graduate of West Chester State College with a Bachelor of Arts degree. He has also completed courses in real estate appraisal presented by the Appraisal Institute and other professional appraisal and real estate organizations.

SCOPE OF ASSIGNMENTS:

Mr. Egan has participated in assignments in 13 of the continental United States for private individuals, corporations, governmental agencies, law firms, and lending institutions in connection with the sale and acquisition of real estate; corporate dissolutions; mortgage financing; ad valorem, income, and estate tax litigation; bankruptcy proceedings; security offerings; condemnation matters; and portfolio management.

EXPERT TESTIMONY:

Mr. Egan has been qualified as an expert in the valuation of real estate in the Courts of Common Pleas of Philadelphia County, Pennsylvania; Delaware County, Pennsylvania; and Chester County, Pennsylvania; and in various judicial and quasi-judicial proceedings throughout the geographic area he has served.