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Prepared By: Paradise Township
R.R. 1, Box 1226
Cresco, PA 18326

Returned To: Paradise Township
R.R. 1, Box 1226
Cresco, PA 18326

PIN#: 11 6365 00 83 3378, 11 6365 00 71 5372 and 11 6365 00 85 9489
Tax Code #: 11/7/1/15, 11/7/1/53 and 11/7/1/9

**DEED OF CONSERVATION EASEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

THIS GRANT OF CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("Easement") made this 10th day of October, 2007, by MOUNT AIRY #1, L.L.C., a limited liability company, having a mailing address at 44 Woodland Road, Mount Pocono, PA 18344 ("Owner," and all heirs, successors or assigns), in favor PARADISE TOWNSHIP, a Township of the Second Class, having a mailing address of R.R. 1, Box 1226, Cresco, PA 18326 ("Township").

WITNESSETH:

WHEREAS, Owner is the sole owner in fee simple of certain real property in Monroe County, Pennsylvania, containing approximately 888.9 acres, more or less, hereinafter called the "Property" located at 44 Woodland Road in Paradise Township, which constitutes tax map parcel Nos. 11/7/1/15, 11/7/1/53 and 11/7/1/9, as specifically described in Deed Book Volume 2212, Page 1544-1589, in the Office of the Recorder of Deeds, in and for Monroe County, Pennsylvania, and shown on the Plan for Lot Consolidation Plat, prepared by Ceco Associates, Inc. Drawing No. 05-01-01, dated August 2, 2005, last revised September 13, 2005, and recorded in the Office for the Recording of Deeds, in and for the County of Monroe, Pennsylvania in Map Book 77, Pages 276-282, (hereinafter referred to as the "Premises") the same modified by a lot consolidation plat prepared by Ceco Associates, Inc. and marked as Drawing No. 05-01-01 filed with the Township on June 13, 2007 and which plan, was reviewed and approved with conditions by the Paradise Township Board of Supervisors on August 7, 2007 and finally approved by the Board of Supervisors on September 17, 2007, which increases the total acreage to approximately 894.84 acres, including Greenway or Conservation Easement Area containing 555.29 acres, more or less, (the "Greenway" or "Conservation Easement Area"); and a development area, containing 339 acres, more or less, ("Remaining Lands"); and

WHEREAS, the Property is more particularly described in the legal description, attached hereto as Exhibit "A" Description of Property and further shown on a Conservation Easement Plan as "Greenways Dedication Plan," consisting of Sheet Numbers LD 5, and 5A through 5I, LD-6 and 6A through 6G, prepared by Ceco Associates, Inc., dated 9/7/07, last revised 10/8/07, attached hereto as Exhibit "B." Exhibits "A" and "B" are incorporated herein by reference; and

WHEREAS, the Property is located in the Paradise Township Resort Development Area Overlay District; and

WHEREAS, on November 1, 2005, Paradise Township granted Mount Airy #1, L.L.C.'s Conditional Use for Phase I of its project which includes a hotel/casino complex proposed on Woodland Road; and

WHEREAS, on June 5, 2007, Paradise Township approved a revision to the Conditional Use for Phase I of the project; and

WHEREAS, the revised conditional use for Phase I provided that:

(a) 555.29 acres of the Property is designated as a Greenway and protected by a Conservation Easement;

(b) 339 acres of the Property will be developed for resort/nonresidential use and residential use; a maximum of 531 residential units and

WHEREAS, the Greenway consists of two areas of land which are not necessarily contiguous:

(a) The Primary Conservation Area, consisting of lands comprising lakes, ponds, riparian buffers and steep slopes;

(b) The Secondary Conservation Area, consisting of features such as moderate slopes, woodlands, areas that provide habitat to rare and/or endangered species, historic resources, cultural resources, rural roads, view sheds, and trails; and

WHEREAS, the Primary Conservation Area comprises 185.54 acres consisting of wetlands, water sources, vernal ponds, seeps, and a lake; and

WHEREAS, the Secondary Conservation Area comprises 369.75 acres consisting of a golf course, a 16.75 acre lake, active and passive recreation areas, utilities, and other open space areas; and

WHEREAS, subject to the terms and conditions set forth herein, Mount Airy #1, L.L.C. will be permitted to amend the Secondary Conservation Easement Area, but not the Primary Conservation Easement Area; provided, that at all times, a minimum of 555.29 acres of Conservation Easement Area is provided; and

WHEREAS, maintenance of the Greenway lands will be assured through adherence to the "Maintenance of Greenway Lands and Operation of Common Facilities Concept Plan" which is attached to this Easement as Exhibit "C" and is incorporated herein by reference.

WHEREAS, The Specific Conservation Values of the Property are documented in the existing Resources Site Analysis Plan prepared by Ceko Associates, Inc., dated August 24, 2007, on file at the offices of the Township and not attached hereto, but incorporated herein by this reference, which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this Grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement; and

Map accompanying this Deed of Conservation of Easement is recorded in Plat #79-216, and by reference is made a part of this Deed of Conservation of Easement.

Map accompanying this Deed of Conservation of Easement is recorded in Plat #79-217, and by reference is made a part of this Deed of Conservation of Easement.

Map accompanying this Deed of Conservation of Easement is recorded in Plat #79-218, and by reference is made a part of this Deed of Conservation of Easement.

Map accompanying this Deed of Conservation of Easement is recorded in Plat #79-219, and by reference is made a part of this Deed of Conservation of Easement.

INDEX TO EXHIBITS

Exhibit “A” – Description of Property

Exhibit “B” – Conservation Easement Plan

Exhibit “C” – Operation and Maintenance Plan for Greenway Lands and Common Facilities

Exhibit “D” – Mortgage

Exhibit “E” – Consent of Lienholder

EXHIBIT "A"

All those certain lots, pieces or parcels of land, situate lying and being in the Townships of Paradise and Pocono, County of Monroe and Commonwealth of Pennsylvania, bounded and described, as follows:

Lot No. 1

Beginning at the point of intersection of the southerly side of T-700 Woodland Road (formerly) S.R. 1013 Road and the northeasterly side of S.R.0611; Thence, along said northeasterly side of S.R. 0611, the following two (2) courses and distances:

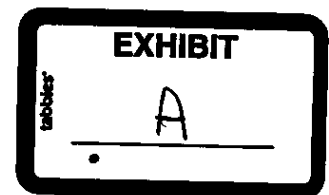
1. North fifteen degrees fifty-four minutes twenty-nine seconds West (N15°-54'-29"W), one thousand five hundred sixty-nine and ninety-three hundredths feet (1,569.93'), to a point; Thence,
2. Along a curve to the left having a radius of seven thousand six hundred eighty-nine and forty-nine hundredths feet (7,689.49'), an arc length of one thousand four hundred one and forty-three hundredths feet (1,401.43'), [said curve being subtended by a chord, having a chord bearing of North twenty-one degrees seven minutes forty-nine seconds West (N21°-07'-49"W), a chord distance of one thousand three hundred ninety-nine and forty-nine hundredths feet (1,399.49')], to a point in the division line between the lands, now or formerly of Kenneth Carson and the lands, now or formerly of Mount Airy #1, L.L.C., Thence,

Along said division line between the lands, now or formerly of Kenneth Carson and the lands, now or formerly of Mount Airy #1, L.L.C., the following three (3) courses and distances:

1. North fifty-five degrees thirty-one minutes fifty seconds East (N55°-31'-50"E), one thousand five hundred sixty and ninety-nine hundredths feet (1,560.99'), to a stone monument with cut (found); Thence,
2. North forty degrees forty-six minutes twelve seconds West (N40°-46'-12"W), one thousand eleven and sixty-one hundredths feet (1,011.61'), to a rebar (found); Thence,
3. North thirty-nine degrees thirty-five minutes twelve seconds West (N39°-35'-12"W), one hundred sixty-seven and six hundredths feet (167.06'), to a stone monument with cut (found), in the division line between the lands, now or formerly of Robert Felker, Inc., and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence,

Along said division line between the lands, now or formerly of Robert Felker, Inc., and the lands now or formerly of Mount Airy #1, L.L.C., the following two (2) courses and distances:

1. North forty-nine degrees seven minutes eleven seconds East (N49°-07'-11"E), two hundred six and forty-eight hundredths feet (206.48'), to a pipe (found); Thence,



2. North forty degrees twenty-six minutes six seconds West (N40°-26'-06"W), two hundred ten and fourteen hundredths feet (210.14'), to a stone monument with cut (found), in the division line between the lands, now or formerly of the Bernadine Sisters of the Third Order of St. Francis and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence,

Along said division line between the lands, now or formerly of the Bernadine Sisters of the Third Order of St. Francis and the lands, now or formerly of Mount Airy #1 L.L.C., North ten degrees thirteen minutes thirty-nine seconds West (N10°-13'-39"W), six hundred thirteen and seventy-five hundredths feet (613.75'), to a point in T-559 (Grange Road); Thence, along T-559 (Grange Road), the following nine (9) courses and distances:

1. South eighty-three degrees thirty-three minutes nine seconds East (S83°-33'-09"E), sixty-one and forty-six hundredths feet (61.46'), to a point; Thence,
2. South eighty-six degrees fifty minutes nine seconds East (S86°-50'-09"E), one hundred six and seventy-five hundredths feet (106.75'), to a point; Thence,
3. South eighty-nine degrees fifty-four minutes nine seconds East (S89°-54'-09"E), two hundred eight and seventy-one hundredths feet (208.71'), to a point; Thence,
4. South eighty-three degrees forty-two minutes nine seconds East (S83°-42'-09"E), one hundred sixty-nine and seventy-seven hundredths feet (169.77'), to a point; Thence,
5. South eighty degrees seventeen minutes nine seconds East (S80°-17'-09"E), one hundred ninety-three and sixty-six hundredths feet (193.66'), to a point; Thence,
6. South eighty-six degrees sixteen minutes nine seconds East (S86°-16'-09"E), one hundred eighty and twenty-two hundredths feet (180.22'), to a point; Thence,
7. North eighty-seven degrees fifty-three minutes fifty-one seconds East (N87°-53'-51"E), ninety and forty-two hundredths feet (90.42'), to a point; Thence,
8. North eighty-one degrees forty-eight minutes fifty-one seconds East (N81°-48'-51"E), two hundred fifty-four and thirteen hundredths feet (254.13'), to a point; Thence,
9. North eighty-seven degrees twenty-eight minutes fifty-one seconds East (N87°-28'-51"E), ninety-nine and ninety-six hundredths feet (99.96'), to a point in the division line between the lands, now or formerly of Doris Headnick and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence,

Along said division line between the lands, now or formerly of Doris Headnick and the lands, now or formerly of Mount Airy #1 L.L.C., the following twenty-four (24) courses and distances:

1. South forty-nine degrees twenty-four minutes forty-one seconds West (S49°-24'-41"W), eight hundred fifty-five and forty-nine hundredths feet (855.49'), to a point; Thence,
2. North fifty-nine degrees forty-four minutes forty-one seconds East (N59°-44'-41"E), one hundred seventy-eight and thirty-three hundredths feet (178.33') feet, to a point; Thence,
3. South sixty-six degrees twenty-seven minutes nineteen seconds East (S66°-27'-19"E), one hundred thirty-five and thirty-four hundredths feet (135.34'), to a point; Thence,
4. South forty-four degrees forty-two minutes twenty-eight seconds East (S42°-42'-28"E), seventy-nine and ninety-four hundredths feet (79.94'), to a pipe (found); Thence,
5. South twenty-five degrees fifty-five minutes fifty-one seconds East (S25°-55'-51"E), eighty-nine and eighty-three hundredths feet (89.83'), to a pipe (found); Thence,
6. South sixty degrees twenty-one minutes fourteen seconds East (S60°-21'-14"E), one hundred seventy-one and ninety-six hundredths feet (171.96'), to a point; Thence,
7. South sixty-four degrees thirty-seven minutes twenty-six seconds East (S64°-37'-26"E), one hundred eight and forty-one hundredths feet (108.41'), to a pipe (found); Thence,
8. South thirty-four degrees thirty-one minutes fifty-three seconds East (S34°-31'-53"E), eighty-four and forty hundredths feet (84.40'), to a pipe (found); Thence,
9. South eighty-four degrees forty-eight minutes fifty-four seconds East (S84°-48'-54"E), sixty and seventy-one hundredths feet (60.71'), to a pipe (found); Thence,
10. South fifty-three degrees twenty-six minutes seven seconds East (S53°-26'-07"E), fifty-six and sixty hundredths feet (56.60'), to a point; Thence,

11. South thirty degrees fifty-seven minutes fifty-six seconds East (S30°-57'-56"E), one hundred nine and eight hundredths feet (109.08'), to a pipe (found); Thence,
12. North fifty-five degrees forty-two minutes twenty-eight seconds East (N55°-42'-28"E), one hundred thirty-three and forty-two hundredths feet (133.42'), to a pipe (found); Thence,
13. North sixty-four degrees twenty-three minutes fifty-five seconds East (N64°-23'-55"E), one hundred three and four hundredths feet (103.04'), to a pipe (found); Thence,
14. North eighty-one degrees thirty-one minutes fourteen seconds East (N81°-31'-14"E), one hundred thirty-one and sixty-one hundredths feet (131.61'), to a pipe found; Thence,
15. South seventy-two degrees seven minutes eight seconds East (S72°-07'-08"E), two hundred seven and four hundredths feet (207.04'), to a point; Thence,
16. North eighty-six degrees twenty minutes forty-two seconds East (N86°-20'-42"E), thirty-eight and twenty-six hundredths feet (38.26'), to a pipe (found); Thence,
17. South twenty-seven degrees forty-two minutes fifty-one seconds East (S27°-42'-51"E), forty-seven and twenty-three hundredths feet (47.23'), to a point; Thence,
18. South zero degrees thirty minutes thirty-seven seconds West (S00°-30'-37"W), sixty-two and three hundredths feet (62.03'), to a point; Thence,
19. South thirty-five degrees thirty-two minutes thirty-six seconds East (S35°-32'-36"E), one hundred fifty-one and nine hundredths feet (151.09'), to a point; Thence,
20. North eighty-nine degrees twenty-nine minutes six seconds East (N89°-29'-06"E), one hundred twenty-four and seventy-one hundredths feet (124.71'), to a pipe (found); Thence,
21. South sixty-five degrees forty-three minutes forty-two seconds East (S65°-43'-42"E), one hundred fifty and eighty hundredths feet (150.80'), to a pipe (found); Thence,

22. South sixty-two degrees twenty-five minutes twelve seconds East ($S62^{\circ}-25'-12''E$), one hundred six and forty-two hundredths feet (106.42'), to a pipe (found); Thence,
23. South seventy-three degrees thirty-eight minutes twenty-seven seconds East ($S73^{\circ}-38'-27''E$), one hundred fifty-six and eighty-seven hundredths feet (156.87') to an iron pin in stone pile (found); Thence,
24. North twenty-four degrees seventeen minutes thirty-one seconds West ($N24^{\circ}-17'-31''W$), one thousand two hundred twenty-six and eighty-eight hundredths feet (1,226.88'), to a point, in T-559 (Grange Road); Thence,

Along T-559 (Grange Road), the following five (5), courses and distances:

1. North eighty six-degrees fifty-two minutes sixteen seconds East (N86°-52'-16"E), seventy-eight and sixty-three hundredths feet (78.63'), to a point; Thence,
2. North eighty-two degrees fifty-four minutes nine seconds East (N82°-54'-09"E), two hundred forty-six and ten hundredths feet (246.10'), to a point; Thence,
3. North eight-five degrees six minutes twenty-one seconds East (N85°-06'-21"E), two hundred thirty-nine and twenty-one hundredths feet (239.21'), to a point; Thence,
4. North seventy-three degrees twenty-one minutes fifteen seconds East (N73°-21'-15"E), one hundred forty-eight and twenty-six hundredths feet (148.26'), to a point; Thence,
5. North sixty-one degrees thirty-six minutes nine seconds East (N61°-36'-09"E), one hundred twelve and twenty-three hundredths feet (112.23'), to a point in the division line between the lands, now or formerly of Hilma and Raymond Myers and the lands, now of formerly of Mount Airy #1 L.L.C.; Thence,

Along said division line between the lands, now or formerly of Hilma and Raymond Myers and the lands, now or formerly of Mount Airy #1 L.L.C., the following three (3) courses and distances:

1. South twenty-five degrees forty-six minutes fifty seconds East (S25°-46'-50"E), four hundred fifty-two and seventy hundredths feet (452.70'), to a stone (found); Thence;
2. North sixty-one degrees seven minutes thirty-six seconds East (N61°-07'-36"E), three hundred sixty-nine and thirty-six hundredths feet (369.36'), to a pipe (found); Thence,
3. North twenty-six degrees seven minutes one second West (N26°-07'-01"W), two hundred and eight hundredths feet (200.08'), to an iron pin (found), at the division line between the lands, now or formerly of Shane Binder and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence,

Along said division line between the lands now or formerly of Shane Binder and the lands, now or formerly of Mount Airy #1 L.L.C., North sixty degrees fifty-seven minutes forty-four seconds East (N60°-57'-44"E), one hundred forty-nine and seventy-eight hundredths feet (149.78'), to an iron pin (found); Thence, along the division line between lands, now or formerly of Shane Binder and Hilma and Raymond Myers and the lands, now or formerly of Mount Airy #1 L.L.C., North twenty-five degrees fourteen minutes forty-one seconds West (N25°-14'-41"W), two hundred sixty-four and sixty-five hundredths feet (264.65'), to a point, in T-559 (Grange Road); Thence, along T-559 (Grange Road), North fifty-five degrees thirty-six minutes sixteen seconds East (N55°-36'-16"E), twenty-two and fifty-nine hundredths feet (22.59'), to a

point in the division line between the lands, now or formerly of Samuel and Carolyn Dalessandro and lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between the lands, now or formerly of Samuel and Carolyn Dalessandro and the lands, now or formerly of Mount Airy #1, L.L.C., the following four (4) courses and distances:

1. South twenty-five degrees fourteen minutes forty-one seconds East (S25°-14'-41"E), six hundred twenty-six and seventy-three hundredths feet (626.73'), to a 2" pipe (found); Thence,
2. South twenty-four degrees forty-two minutes eleven seconds East (S24°-42'-11"E), one thousand sixteen and sixty-five hundredths feet (1,016.65'), to a stone monument (found); Thence,
3. North sixty-three degrees forty-nine minutes fifty-nine seconds East (N63°-49'-59"E), three hundred seven and thirty-seven hundredths feet (307.37'), to a point; Thence,
4. North sixty-four degrees thirteen minutes thirteen seconds East (N64°-13'-13"E), three hundred fifty-one and thirty-three hundredths feet (351.33'), to an iron pin (found), at the division line between the lands, now or formerly of Paul Jackson and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence,

Along said division between the lands, now or formerly of Paul Jackson and the lands, now or formerly of Mount Airy #1, L.L.C., South twenty-six degrees seven minutes thirty-eight seconds East (S26°-07'-38"E), six hundred forty-seven and forty hundredths feet (647.40'), to a point in T-700 Woodland Road (formerly S.R. 1013); Thence, along said T-700 Woodland Road, the following two (2) courses and distances:

1. North fifty-one degrees twenty minutes fifty-four seconds East (N51°-20'-54"E), one hundred twenty-one and ninety-two hundredths feet (121.92'), to a point; Thence,
2. North fifty-three degrees twenty-six minutes zero seconds East (N53°-26'-00"E), forty and seventeen hundredths feet (40.17'), to a point, in the division line between the lands, now or formerly of Barry Nauman and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence,

Along said division line between the lands, now or formerly of Barry Nauman and the lands, now or formerly of Mount Airy #1, L.L.C., the following five (5) courses and distances:

1. South forty degrees thirty-four minutes zero seconds East (S40°-34'-00"E), one hundred fifty-eight and zero hundredths feet (158.00'), to a pipe (found); Thence,
2. South fifty-two degrees two minutes twenty seconds West (S52°-02'-20"W), fifty-two and sixty-three hundredths feet (52.63'), to a pipe (found); Thence,

3. South thirty-five degrees eleven minutes twenty-nine seconds East (S35°-11'-29"E), fifty-one and seventy-nine hundredths feet (51.79') to a pipe (found); Thence,
4. South fifty-three degrees fifty-three minutes thirty-one seconds West (S53°-53'-31"W), thirty-eight and zero hundreds feet (38.00'), to a point; Thence,
5. South twenty-five degrees forty minutes eleven seconds East (S25°-40'-11"E), four hundred thirty-six and thirty-two hundredths feet (436.32'), to a stone pile (found), at the division line between lands, now or formerly of Barry Nauman and Donald Mader and the lands, now or formerly of Mount Airy #1 L.L.C.; Thence,

Along said division line between lands, now or formerly of Barry Nauman, and Donald Mader and the lands, now or formerly of Mount Airy #1, L.L.C., North sixty-nine degrees fifty-eight minutes thirty-five seconds East (N69°-58'-35"E), three hundred nine and twenty-two hundredths feet (309.22'), to a point, in the division line between lands, now or formerly of Donald Mader, and Kenneth Nauman and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between lands, now or formerly of Donald Mader, and Kenneth Nauman and the lands, now or formerly of Mount Airy #1, L.L.C., North sixty-nine degrees thirty minutes eleven seconds East (N69°-30'-11"E), three hundred seven and eighty-six hundredths feet (307.86'), to a point, in the division line between the lands, now or formerly of Kenneth Nauman and the lands, now or formerly of Mount Airy #1 L.L.C.; Thence, along said division line between the lands, now or formerly of Kenneth Nauman and the lands, nor or formerly of Mount Airy #1 L.L.C., the following two (2) courses and distances:

1. North twenty-four degrees forty-two minutes three seconds West (N24°-42'-03"W), three hundred sixteen and two hundredths feet (316.02'), to a pipe (found); Thence,
2. South fifty-four degrees forty-three minutes twenty-six seconds West (S54°-43'-26"W), one hundred fifty and zero hundredths feet (150.00'), to a point, in the division line between the lands, now or formerly of Donald Mader and the lands, now or formerly of Mount Airy #1 L.L.C.; Thence,

Along said division line between the lands, now or formerly of Donald Mader and the lands, now or formerly of Mount Airy #1 L.L.C., North twenty-four degrees forty-two minutes three seconds West (N24°-42'-03"W), five hundred and zero hundredths feet (500.00'), to a point in T-700 Woodland Road (formerly S.R. 1013); Thence, along T-700 Woodland Road, North fifty-four degrees forty-three minutes twenty-six seconds East (N54°-43'-26"E), one hundred fifty and zero hundredths feet (150.00'), to a point, in the division line between lands, now or formerly of Harold Bogart, and Sheldon Kresge and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between lands, now or formerly of Harold Bogart, and Sheldon Kresge and the lands, now or formerly of Mount Airy #1 L.L.C.; Thence, along said division line between the lands now for formerly of Memorytown Associates, Inc., and the lands now or formerly of Mount Airy #1, L.L.C., North twenty-six degrees forty-two minutes twenty-eight seconds West (N26°-42'-28"W), five hundred nineteen and forty-one hundredths feet (519.41'), to an iron pin (found), in the division line between the lands, now or formerly of Memorytown Associates, Inc., and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said

division line between the lands now or formerly of Memorytown Associates, Inc., and the lands now or formerly of Mount Airy #1, L.L.C., North sixty-four degrees fifty-six minutes fifty-four seconds East (N64°-56'-54"E), six hundred forty and ninety-four hundredths feet (640.94'), to a pipe in stones (found), in the division line between lands, now or formerly of Ronald Staubly and Emil Wagner and Herman Martens (The Simpson Farms) and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between lands, now or formerly of Ronald Staubly and Emil Wagner and Herman Martens (the Simpson Farms) and the lands, now or formerly of Mount Airy #1, L.L.C., South twenty-five degrees twenty-four minutes fifty-four seconds East (S25°-24'-54"E), four hundred eighteen and twenty-four hundredths feet (418.24'), to a point, in said T-700 Woodland Road; Thence, along said T-700 Woodland Road, the following two (2) courses and distances"

1. North fifty-five degrees eleven minutes forty-three seconds East (N55°-11'-43"E), eighty and eighty-three hundredths feet (80.83'), to a point; Thence,
2. North fifty-five degrees forty-two minutes thirty-one seconds East (N55°-42'-31"E), two hundred and five hundredths feet (200.05'), to a point, in the division line between the lands, now or formerly of Ronald Staubly and the lands now or formerly of Mount Airy #1, L.L.C.; Thence,

Along said division line between the lands, now or formerly of Ronald Staubly and the lands, now or formerly of Mount Airy #1 L.L.C., North twenty-six degrees seventeen minutes twelve seconds West (N26°-17'-12"W), three hundred seventy-two and thirty-seven hundredths feet (372.37'), to a pipe (found), in the division line between the lands, now or formerly of Memorytown Associates, Inc. and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between the lands, now or formerly of Memorytown Associates, Inc., and the lands, now or formerly of Mount Airy #1, L.L.C., North sixty-four degrees fifty-eight minutes twenty-nine seconds East (N64°-58'-29"E), one hundred thirty-nine and fifty-seven hundredths feet (139.57'), to an iron pin (found), in the division line between the lands, now or formerly of Carter L. Miller and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between the lands, now or formerly of Carter L. Miller and the lands, now or formerly of Mount Airy #1, L.L.C., South twenty-six degrees seventeen minutes twelve seconds East (S26°-17'-12"E), three hundred forty-nine and sixty-eight hundredths feet (349.68'), to a point in said T-700 Woodland Road; Thence, along said T-700 Woodland Road, North fifty-five degrees twelve minutes forty-two seconds East (N55°-12'-42"E), nine hundred ninety-seven and eighty-one hundredths feet (997.81'), to a point, in the division line between the lands, now or formerly of Frank and Irene Martens ETAL and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between the lands, now or formerly of Frank and Irene Martens ETAL and the lands, now or formerly of Mount Airy #1 L.L.C., South twenty-six degrees eight minutes forty-two seconds East (S26°-08'-42"E), two hundred fifty-five and forty-two hundredths feet (255.42'), to a pipe (found), in the division line between lands, now or formerly of Kenneth and Dorothy Bates and Emery Check and the lands, now or formerly of Mount Airy #1 L.L.C.; Thence, along said division line between lands, now or formerly of Kenneth and Dorothy Bates and Emery Check and the lands, now or formerly of Mount Airy #1, L.L.C., South twenty-six degrees fifty-seven minutes twenty-two seconds East (S26°-57'-22"E), three hundred ninety-one and seventy-one hundredths feet (391.71'), to an axle

(found), in the division line between the lands, now or formerly of Homecomings Financial Network and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between the lands, now or formerly of Homecomings Financial Network and the lands, now or formerly of Mount Airy #1, L.L.C., the following two (2) courses and distances:

1. South twenty-seven degrees fifty-five minutes twenty-five seconds East (S27°-55'-25"E), one hundred fifty-nine and ninety-eight hundredths feet (159.98'), to an iron pin (found); Thence,
2. South seventy-six degrees twelve minutes sixteen seconds East (S76°-12'-16"E), one hundred ninety-three and sixty-five hundredths feet (193.65'), to a point on the westerly side of S.R. 1011 (Carlton Road); Thence,

Along said westerly side of S.R. 1011 (Carlton Road), South sixteen degrees five minutes forty-seven seconds West (S16°-05'-47"W), two hundred nineteen and sixty-five hundredths feet (219.65'), to a point; Thence, South sixty-one degrees fifty-five minutes nineteen seconds East (S61°-55'-19"E), twenty and forty-five hundredths feet (20.45'), to a point in said S.R. 1011 (Carlton Road), said point also being at the division line between the lands, now or formerly of Alan and Marylou Check and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between the lands, now or formerly of Alan and Marylou Check and the lands, now or formerly of Mount Airy #1, L.L.C., North sixty-five degrees fifty-three minutes six seconds East (N65°-53'-06"E), six hundred fifteen and fifty-three hundredths feet (615.53'), to an iron pin (found), in the division line between the lands, now or formerly of Pauline L. Krupinski and the lands, now or formerly of Mount Airy #1 L.L.C.; Thence, along said division line between the lands, now or formerly of Pauline L. Krupinski and the lands, now or formerly of Mount Airy #1, L.L.C., North sixty-three degrees eighteen minutes five seconds East (N63°-18'-05"E), one hundred ninety-seven and ninety-five hundredths feet (197.95'), to an iron pin (found), in the division line between the lands, now or formerly of Ralph Knauf and the lands, now or formerly of Mount Airy #1 L.L.C.; Thence, along said division line between the lands, now or formerly of Ralph Knauf and the lands, now or formerly of Mount Airy #1, L.L.C., South twenty-six degrees five minutes twelve seconds East (S26°-05'-12"E), eight hundred fifty two and five hundredths feet (852.05'), to a point in T-569 (Merry Hill Road); Thence, along said T-569 (Merry Hill Road), the following two (2) courses and distances:

1. Along a curve to the right having a radius of five hundred forty-one and thirty-four hundredths feet (541.34'), an arc length of two hundred thirty-four and ninety-four hundredths feet (234.94'), [said curve being subtended by a chord, having a chord bearing of North eighty-eight degrees ten minutes fifteen seconds West (N88°-10'-15"W), a chord distance of two hundred thirty-three and ten hundredths feet (233.10')], to a point; Thence,
2. Along a curve to the left having a radius of two hundred sixty-five and eighty-seven hundredths feet (265.87'), an arc length of fifty-three and fifty-six hundredths feet (53.56'), [said curve being subtended by a chord, having a chord bearing of North eighty-one degrees thirty minutes thirty-one seconds West (N81°-30'-31"W), a chord distance of fifty-three and forty-seven hundredths feet (53.47')], to a point, on the

southwesterly side of Minkon Drive; Thence, along said southwesterly side of Minkon Drive, the following three (3) courses and distances:

1. South twenty-six degrees five minutes twelve seconds East (S26°-05'-12"E), one thousand two hundred two and ninety-seven hundredths feet (1,202.97'), to a point; Thence,
2. Along a curve to the right having a radius of twenty and zero hundredths feet (20.00'), an arc length of twenty-five and sixty-two hundredths feet (25.62'), [said curve being subtended by a chord, having a chord bearing of South ten degrees thirty-six minutes forty-five seconds West (S10°-36'-45"W), a chord distance of twenty-three and ninety hundredths feet (23.90')], to a point; Thence,
3. Along a curve to the left having a radius of fifty and zero hundredths feet (50.00'), an arc length of one hundred forty-two and fifty-nine hundredths feet (142.59'), [said curve being subtended by a chord, having a chord bearing of South thirty-four degrees twenty-three minutes nineteen seconds East (S34°-23'-19"E), a chord distance of ninety-eight and ninety-five hundredths feet (98.95')], to an iron pin (found), in the division line between the lands, now or formerly of Charles and Linda Dross and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence,

Along said division line between the lands, now or formerly of Charles and Linda Dross and the lands, now or formerly of Mount Airy #1, L.L.C., the following two (2) courses and distances:

1. South twenty-six degrees five minutes twelve seconds East (S26°-05'-12"E), sixty-nine and eight hundredths feet (69.08'), to a concrete pin (found); Thence,
2. North sixty-four degrees fifty-seven minutes forty-three seconds East (N64°-57'-43"E), two hundred fifty and four hundredths feet (250.04'), to an iron pin (found), at the division line between the lands, now or formerly of Louis Paulina and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence,

Along said division line between the lands, now or formerly of Louis Paulina and the lands, now or formerly of Mount Airy #1 L.L.C., North eighty-eight degrees fifty-eight minutes thirty-one seconds East (N88°-58'-31"E), nine hundred forty-five and forty-three hundredths feet (945.43'), to stone with drill hole (found), at a point in the division line between the lands, now or formerly of Noor Abdell and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between the lands, now or formerly of Noor Abdell and the lands, now or formerly of Mount Airy #1 L.L.C., South eight-four degrees forty-four minutes forty-three seconds East (S84°-44'-43"E), five hundred seventy-six and thirty-eight hundredths feet (576.38'), to a pipe (found), at the division line between the lands, now or formerly of Natalie Whitaker and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between the lands, now or formerly of Natalie Whitaker and the lands, now or formerly of Mount Airy #1, L.L.C., South eighty-five degrees one

minute fifty-one seconds East (S85°-01'-51"E), five hundred sixty-five and thirty-six hundredths feet (565.36'), to a stone (found), at the division line between the lands, now or formerly Andrew Belomyzy and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between the lands, now or formerly of Andrew Belomyzy and the lands, now or formerly of Mount Airy #1, L.L.C., South eighty-six degrees forty-three minutes thirty-two seconds East (S86°-43'-32"E), three hundred sixty-six and thirty-nine hundredths feet (366.39'), to a pipe (found), at the division line between the lands, now or formerly of Pocono Gardens Lodge, Inc., and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between the lands, now or formerly of Pocono Gardens Lodge, Inc., and the lands, now or formerly of Mount Airy #1, L.L.C., South eighty-six degrees fifteen minutes fifty-eight seconds East (S86°-15'-58"E), one thousand four hundred seventeen and fifteen hundredths feet (1,417.15'), to a point, in the division line between the lands, now or formerly of P.N.C. Realty Holding Corporation and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence,

Along said division line between the lands, now or formerly of P.N.C. Realty Holding Corporation and the lands, now or formerly of Mount Airy #1, L.L.C., South eight degrees four minutes fifty-nine seconds West (S08°-04'-59"W), three hundred twenty-eight and sixty-three hundredths feet (328.63'), to a point; Thence, along the division line between lands, now or formerly of P.N.C. Realty Holding Corporation and Alexander Harris and the lands, now or formerly of Mount Airy #1, L.L.C., South twenty-two degrees fifty-five minutes one second East (S22°-55'-01"E), three hundred thirty-five and zero hundredths feet (335.00'), to a pipe (found); Thence, along lands, now or formerly of Alexander Harris and Gregory Cicero and the lands, now or formerly of Mount Airy #1, L.L.C., South eight degrees four minutes fifty-nine seconds West (S08°-04'-59"W), four hundred eight and seven hundredths feet (408.07'), to a point; Thence, along said division line between the lands, now or formerly of Gregory Cicero and the lands, now or formerly of Mount Airy #1 L.L.C., South sixteen degrees twelve minutes forty-three seconds East (S16°-12'-43"E), three hundred forty-five and ninety-six hundredths feet (345.96'), to a point, in S.R.1006 (Mill Road); Thence, along said S.R.1006 (Mill Road), the following eleven (11) courses and distances:

1. South thirty-four degrees thirty-two minutes fifteen seconds West (S34°-32'-15"W), ninety-six and forty-two hundredths feet (96.42'), to a point; Thence,
2. South fifty-nine degrees fifty-nine minutes thirty-one seconds West (S59°-59'-31"W), one hundred seventeen and eighty-six hundredths feet (117.86'), to a point; Thence,
3. South seventy-three degrees forty-five minutes six seconds West (S73°-45'-06"W), one hundred seventeen and three hundredths feet (117.03'), to a point; Thence,
4. South eighty-one degrees eleven minutes eleven seconds West (S81°-11'-11"W), two hundred nineteen and eighty-two hundredths feet (219.82'), to a point; Thence,

5. South seventy-five degrees forty-six minutes thirty-one seconds West ($75^{\circ}-46'-31''\text{W}$), two hundred twenty-one and seventy-three hundredths feet (221.73'), to a point; Thence,
6. South forty-six degrees thirty-four minutes thirteen seconds West ($S46^{\circ}-34'-13''\text{W}$), seventy-three and forty-nine hundredths feet (73.49'), to a point; Thence,
7. South five degrees twenty-two minutes fifty-one seconds East ($S05^{\circ}-22'-51''\text{E}$), seventy-nine and eighty-eight hundredths feet (79.88'), to a point; Thence,
8. South twenty-eight degrees five minutes fifty-eight seconds East ($S28^{\circ}-05'-58''\text{E}$), two hundred sixty-six and seventy-five hundredths feet (266.75'), to a point; Thence,
9. South twenty-one degrees eighteen minutes forty-eight seconds East ($S21^{\circ}-18'-48''\text{E}$), one hundred forty-seven and nineteen hundredths feet (147.19'), to a point; Thence,
10. South fifteen degrees nine minutes zero seconds East ($S15^{\circ}-09'-00''\text{E}$), two hundred eighty-three and three hundredths feet (283.03'), to a point; Thence,
11. South seven degrees fifteen minutes thirty-four seconds East ($S07^{\circ}-15'-34''\text{E}$), one hundred six and sixty-seven hundredths feet (106.67'), to a point; Thence,

Along the division line between lands, now or formerly of Robert Bullock and Robert Headly, and the lands, now or formerly of Mount Airy #1 L.L.C., North eighty-one degrees forty- nine minutes thirty-seven seconds West ($N81^{\circ}-49'-37''\text{W}$), one thousand five hundred seventy and forty nine hundredths feet (1,570.49') to a stone (found); Thence, along lands of Marcia Mistry and Garden State Providers, Inc., the following two (2) courses and distances:

1. South seventy degrees fifty-eight minutes eighteen seconds West ($S70^{\circ}-58'-18''\text{W}$), four hundred eleven and sixty-two hundredths feet (411.62') to a stone (found); Thence,
2. South sixty-nine degrees thirty-nine minutes eleven seconds West ($S69^{\circ}-39'-11''\text{W}$), one hundred sixty four and thirty five hundredths feet (164.35') to a pipe (found); Thence,

Along the division line between the lands now or formerly of Raymond Simpson and the lands, now or formerly of Mount Airy #1 L.L.C., the following two (2) courses and distances:

1. North four degrees twenty minutes twenty-seven seconds West ($N04^{\circ}-20'-27''\text{W}$), seven hundred fifty-five and fifty-seven hundredths feet (755.57') to a pipe (found); Thence,
2. North eighty degrees forty minutes fifty-two seconds West ($N80^{\circ}-40'-52''\text{W}$), seven hundred and zero hundredths feet (700.00') to a pipe (found); Thence,

Along the division line between lands now or formerly of Joseph Lovuolo and William Webb and the lands now or formerly of Mount Airy #1 L.L.C., North nine degrees seventeen minutes thirty-six seconds East (N09°-17'-36"E), nine hundred ninety-two and ninety-two hundredths feet (992.92') to a pipe (found); Thence,

Along the division line between lands now or formerly of the Estate of Crescent J. Rosel and Michael Chopko and the lands now or formerly of Mount Airy # 1 L.L.C., the following six (6) courses and distances:

1. North fifty-nine degrees twenty-six minutes twelve seconds (N59°-26'-12"E), one thousand two hundred thirty-nine and two hundredths feet (1239.02) to a point; Thence,
2. North eighty-seven degrees twenty-six minutes sixteen seconds West (N87°-26'-16"W), two thousand one hundred fifteen and fifty hundredths feet (2115.50') to a concrete pin (found); Thence,
3. South sixty-four degrees forty-eight minutes thirteen seconds West (S64°-48'-13"W), one thousand nine hundred eighty-two and fourteen hundredths feet (1982.14) to a pipe (found); Thence,
4. South sixty-four degrees twenty-nine minutes two seconds West (S64°-29'-02"W), six hundred sixty-seven and seventy-two hundredths feet (677.72") to a pipe (found); Thence,
5. South fifty-seven degrees twenty-eight minutes forty-six seconds West (S57°-28'-46"W), two hundred one and eighty hundredths feet (201.80') to an iron pin (found); Thence,
6. South twenty-five degrees fifty-nine minutes forty-seven seconds East (S25°-59'-47"E), one thousand ninety-one and fifty hundredths feet (1091.50) to a capped iron pin (found); Thence,

Along the division line between the lands now or formerly of Gregory Staiano and the lands now or formerly of Mount Airy #1 L.L.C., the following two (2) courses and distances:

1. South thirty-six degrees fourteen minutes forty-five seconds West (S36°-14'-45"W), three hundred twenty-two and six hundredths feet (322.06'), to a capped iron pin (found); Thence,
2. North sixty-five degrees twenty-nine minutes fifty-two seconds West (N65°-29'-52"W), four hundred eighty-four and thirty-nine hundredths feet (484.39'), to a capped iron pin (found); Thence,

Along the division line between the lands now or formerly of Richard Leies and the lands now or formerly of Mount Airy #1 L.L.C., the following two(2) courses and distances:

1. North nineteen degrees five minutes twenty-seven seconds West (N19°-05'-27"W), on thousand thirty-nine and twenty-nine hundredths feet (1039.29'), to a P.K. nail (found); Thence,
2. South fifty-two degrees forty minutes three seconds West (S52°-40'-03"W), four hundred thirty-nine and twenty-nine hundredths feet (439.29') to a stone monument (found); Thence,

Along the division line between the lands now or formerly of Richard Leies and the lands now or formerly of Mount Airy #1 L.L.C., South sixty-three degrees fifteen minutes two seconds West (S63°-15'-02"W), two hundred seventeen and twenty hundredths feet (217.20') to a concrete monument (found); Thence, along the division line between lands now or formerly of David Bowman and Lorna Hillard, and the lands now or formerly of Mount Airy #1 L.L.C., the following two (2) courses and distances:

1. South sixty-five degrees forty-one minutes thirty-one seconds West (S65°-41'-31"W), one thousand four hundred forty-five and seventeen hundredths feet (1445.17'), to a pipe in stone pile (found); Thence,
2. South sixty-three degrees fifty-four minutes twenty-two seconds West (S63°-54'-22"W), seven hundred thirty six and eight hundredths feet (736.08') to a stone pile (found); Thence,

Along the division line between the lands and now or formerly of Laureen Davis and the lands now or formerly of Mount Airy #1 L.L.C., and also along Bowman Road (T-563), the following two (2) courses and distances:

1. North forty degrees fifty-nine minutes nineteen seconds West (N40°-59'-19"W), six hundred sixty-seven and twenty hundredths feet (667.20') to a point; Thence,
2. North forty-four degrees fifty-three minutes fifty seconds West (N44°-53'-50"W), two hundred thirty and forty-four hundredths feet (230.44') to a point in T-700 Woodland Road (formerly S.R. 1013); Thence,

Along said T-700 Woodland Road (formerly S.R.1013), the following seven (7) courses and distances:

1. North thirty-five degrees forty-nine minutes thirty seconds East (N35°-49'-30"E), one hundred forty-three and twenty-six hundredths feet (143.26') to a point; Thence,
2. North eighteen degrees twenty minutes forty-five seconds East (N18°-20'-45"E), two hundred twenty-eight and nine hundredths feet (228.09') to a point; Thence,

3. North twelve degrees twenty minutes forty-five seconds East (N12°-20'-45"E), two hundred thirty-six and zero hundredths feet (236.00') to a point; Thence,
4. North twenty-seven degrees thirty minutes forty-five seconds East (N27°-30'-45"E), two hundred two and eighty-three hundredths feet (202.83') to a point; Thence,
5. North forty-three degrees thirty-seven minutes forty-five seconds East (N43°-37'-45"E), one hundred sixty-six and forty-six hundredths feet (166.46') to a point; Thence,
6. North forty-seven degrees zero minutes forty-five seconds East (N47°-00'-45"E), ninety-five and twelve hundredths feet (95.12') to a point; Thence,
7. North forty-five degrees two minutes forty-six seconds East (N45°-02'-46"E), one hundred fifty-one and eighty-five hundredths feet (151.85') to a point; Thence,

Along the division line between the lands now or formerly of said Bernadine Sisters and the lands now or formerly of Mount Airy #1 L.L.C., the following nine (9) courses and distances:

1. North twenty-five degrees ten minutes thirty seconds West (N25°-10'-30"W), one thousand seven hundred eighty-seven and sixty hundredths feet (1787.60') to a stone pile (found); Thence,
2. South forty-nine degrees forty-seven minutes fifty-seven seconds West (S49°-47'-57"W), two hundred fifty-four and fourteen hundredths feet (254.14') to a nail in stone pile (found); Thence,
3. South forty-eight degrees forty-nine minutes thirty-eight seconds West (S48°-49'-38"W) one thousand three hundred six and forty hundredths feet (1306.40') to a stone monument with cut (found); Thence,
4. South forty-two degrees twenty-five minutes nineteen seconds East (S42°-25'-19"E), seven hundred twenty-eight and forty-three hundredths feet (728.43') to a pipe (found); Thence;
5. South forty degrees twenty-one minutes forty-eight seconds East (S40°-21'-48"E), one hundred forty and fifty-three hundredths feet (140.53') to a stone monument with drill hole (found); Thence,
6. North fifty-one degrees seventeen minutes twenty-four seconds East (N51°-17'-24"E), one hundred eighty-two and eight hundredths feet (182.08') to a point; Thence,
7. South thirty-six degrees thirty-two minutes four seconds East (S36°-32'-04"E), five hundred twenty-eight and fifty hundredths feet (528.50') to an iron pin (found); Thence,

8. South forty-eight degrees forty-seven minutes forty-seven seconds West (S48°-47'-47"W), one hundred ninety-seven and seventy-seven hundredths feet (197.77') to a stone pile (found); Thence,
9. South forty-one degrees twenty-five minutes fifty-three seconds East (S41°-25'-53"E), two hundred thirty-eight and sixty-two hundredths feet (238.62') to a stone pile (found); Thence,

Along the division line between the lands now or formerly of Laureen Davis and the lands now or formerly of Mount Airy #1 L.L.C., the following two (2) courses and distances:

1. South fifty-eight degrees thirty-five minutes fifty-two seconds West (S58°-35'-52"W), nine hundred eighteen and sixteen hundredths feet (918.16') to a pipe (found); Thence,
2. South ten degrees forty-five minutes twenty-one seconds East (S10°-45'-21"E), fifty four and ninety six hundredths feet (54.96') to a stone pile (found); Thence,

Along the division line between the lands now or formerly of Donald Widdoss and the lands now or formerly of Mount Airy #1 L.L.C., the following two (2) courses and distances:

1. South seventy-nine degrees thirty-six minutes fifty-five seconds West (S79°-36'-55"W), one hundred forty-seven and eleven hundredths feet (147.11') to an iron pin (found); Thence,
2. South thirteen degrees fifty-nine minutes zero seconds East (S13°-59'-00"E), three hundred seventy-five and thirty-eight hundredths feet (375.38') to a point on the northerly side of said T-700 Woodland Road (formerly S.R. 1013); Thence,

Along said northerly side of T-700 Woodland Road (formerly S.R. 1013), South seventy-three degrees fifty-seven minutes seventeen seconds West (S73°-57'-17"W), two hundred fifteen and forty-three hundredths feet (215.43') to a point; Thence, through said T-700 Woodland Road (formerly S.R. 1013) and also along the division line between the lands now or formerly of Cecil Heller and the lands now or formerly of Mount Airy #1 L.L.C., the following two (2) courses and distances:

1. South fourteen degrees twenty-three minutes twenty-five seconds East (S14°-23'-25"E), two hundred sixteen and zero hundredths feet (216.00') to a point; Thence,
2. North seventy-three degrees forty-five minutes fifty-one seconds East (N73°-45'-51"E), two hundred twelve and fifteen hundredths feet (212.15') to an iron pin (found); Thence,

Along the division line between the lands now or formerly of Nathalie Widdoss and the lands now or formerly of Mount Airy #1 L.L.C., the following two (2) courses and distances:

1. North seventy-two degrees fourteen minutes forty-four seconds East (N72°-14'-44"E), one hundred sixty-seven and forty-six hundredths feet (167.46') to an iron pin (found); Thence,
2. North sixteen degrees thirty minutes sixteen seconds West (N16°-30'-16"W), two hundred fifteen and zero hundredths feet (215.00) to a point on said northerly side of T-700 Woodland Road (formerly S.R.1013); Thence,

Along said northerly side of said T-700 Woodland Road (formerly S.R. 1013), South seventy-two degrees fourteen minutes forty-four seconds West (S72°-14'-44"W), twenty-seven and fifty-four hundredths feet (27.54') to a point; Thence, along the division line between said lands now or formerly of Donald Widdoss and the lands now or formerly of Mount Airy #1 L.L.C., North eleven degrees one minute fifty-eight seconds West (N11°-01'-58"W), one hundred ninety-six and forty-eight hundredths feet (196.48') to a pipe (found); Thence, along the division line between said lands now or formerly of Laureen Davis and lands now or formerly of Mount Airy #1 LLC, the following two (2) courses and distances:

1. North seventy-one degrees ten minutes nine seconds East (N71°-10'-09"E), six hundred thirty-nine and fifty-one hundredths feet (639.51') to a point; Thence,
2. North forty-eight degrees fifty minutes fifty-two seconds East (N48°-50'-52"E), one hundred and zero hundredths feet (100.00') to an iron pin (found); Thence,

Along the division line between the lands now or formerly of John Bowman and the lands now or formerly of Mount Airy #1 L.L.C., South thirty-seven degrees two minutes thirty seconds East (S37°-02'-30"E), one hundred seventy and sixteen hundredths feet (170.16') to an iron pin (found); Thence, along said northerly side of T-700 Woodland Road (formerly S.R. 1013), the following three (3) courses and distances:

1. South forty-eight degrees fifty minutes fifty-two seconds West (S48°-50'-52"W), one hundred fifty and zero hundredths feet (150.00') to a point; Thence,
2. South twenty-one degrees one minute thirty-three seconds East (S21°-01'-33"E), twenty-six and seventy-two hundredths feet (26.72') to a point; Thence,
3. South seventy-two degrees fourteen minutes forty-four seconds West (S72°-14'-44"W), two hundred thirty-six and seventy-two hundredths feet (236.72') to a point; Thence,

Through said T-700 Woodland Road (formerly S.R.1013) and along the southerly side of Pocono Mountain School Road, South thirteen degrees fifty-one minutes three seconds East (S13°-51'-03"E), two hundred fifteen and forty-five hundredths feet (215.45') to a pipe (found); Thence, along the division line between other lands, now or formerly of said Laureen Davis, and the lands now or formerly of Mount Airy #1 L.L.C., the following four (4) courses and distances:

1. South seventy-two degrees fourteen minutes forty-four seconds West (S72°-14'-44"W), two hundred and zero hundredths feet (200.00') to an iron pin (found); Thence,
2. South sixteen degrees twenty-nine minutes thirty-two seconds East (S16°-29'-32"E), one hundred seventy-five and zero hundredths feet (175.00') to an iron pin (found); Thence,
3. South seventy-three degrees thirty minutes twenty-eight seconds West (S73°-30'-28"W), three hundred twenty and seven hundredths feet (320.07') to an iron pin (found); Thence,
4. South ten degrees thirty-nine minutes seven seconds East (S10°-39'-07"E), four hundred seventy and eighty-eight hundredths feet (470.88') to an iron pin (found); Thence,

Along the division line between lands now or formerly of Pocono Mountain School and Meril Shupp and the lands now or formerly of Mount Airy #1 L.L.C., the following four (4) courses and distances:

1. South seventy degrees thirty minutes thirteen seconds West (S70°-30'-13"W), five hundred sixty-three and seventy-four hundredths feet (563.74') to a point; Thence,
2. North nineteen degrees fifty minutes forty-seven seconds West (N19°-50'-47"W), twenty-three and zero hundredths feet (23.00') to a pipe (found); Thence,
3. South seventy-three degrees zero minutes three seconds West (S73°-00'-03"W), five hundred sixteen and ninety-nine hundredths feet (516.99') to a point; Thence,
4. North twenty-five degrees twenty-three minutes thirty-six seconds West (N25°-23'-36"W), twelve and fifty-five hundredths feet (12.55') feet to an iron pin (found); Thence,

Along the division line between the lands, now or formerly of Dutch's Custom Cycles, Inc. and the lands, now or formerly of Mount Airy #1 L.L.C., the following five (5) courses and distances:

1. North twenty-five degrees twenty-six minutes thirty-six seconds West (N25°-26'-36"W), three hundred two and twenty hundredths feet (302.20'), to an iron pin (set); Thence,
2. South sixty-nine degrees fifty-eight minutes fifty-four seconds West (S69°-58'-54"W), three hundred seventeen and forty-two hundredths feet (317.42'), to an iron pin (set); Thence,

3. South fifteen degrees fifty-five minutes six seconds East (S15°-55'-06"E), fifty-one and forty-nine hundredths feet (51.49'), to a bent pin (found); Thence,
4. South thirty-five degrees forty-one minutes fifty-four seconds West (S35°-41'-54"W), eighty-two and thirty-four hundredths feet (82.34'), to a bent pin (found); Thence,
5. South seventy-one degrees thirty minutes fifty-four seconds West (S71°-30'-54"W), fifty-one and zero hundredths feet (51.00') to a railroad spike (set) on said northeasterly side of S.R. 0611; Thence,

Along said northeasterly side of S.R. 0611, North fifteen degrees twenty-seven minutes fifty-nine seconds West (N15°-27'-59"W), four hundred fifty-seven and ninety-six hundredths feet (457.96'), to a point; Thence, along the division line between the lands, now or formerly of Carl Hamblin and the lands, now or formerly of Mount Airy #1 L.L.C., the following four (4) courses and distances:

1. North sixty-eight degrees nine minutes thirty-three seconds East (N68°-09'-33"E), one hundred seventeen and thirty hundredths feet (117.30'), to an iron pin (found); Thence,
2. North fourteen degrees thirty-six minutes six seconds West (N14°-36'-06"W), twenty-four and ninety-six hundredths feet (24.96'), to an iron pin (found); Thence,
3. North seventy-nine degrees thirty-five minutes fourteen seconds East (N79°-35'-14"E), sixty-eight and ninety-seven hundredths feet (68.97'), to an iron pin (found); Thence,
4. North eleven degrees twenty-one minutes twenty-one seconds West (N11°-21'-21"W), one hundred eighty-seven and eighty-nine hundredths feet (187.89'), to a point on the southerly side of said T-700 Woodland Road (formerly S.R. 1013); Thence, along said southerly side of T-700 Woodland Road (formerly of S.R. 1013), South eighty degrees forty-eight minutes forty-nine seconds West (S80°-48'-49"W), two hundred one and thirteen hundredths feet (201.13'), to the point and place of beginning.

Containing 895.46 acres of land, more or less.

Excepting and reserving therefrom the following five (5) lots or parcels of land:

1. Lands, now or formerly of Earl Leiby, recorded in Deed Book Volume 2044 at page 2876, containing 5.01 acres of land, more or less.
2. Lands, now or formerly of Adrian John Marten, Deed Book Volume unknown, containing 1.61 acres of land, more or less.

3. Lands, now or formerly of Elizabeth Asure, recorded in Deed Book Volume 1673 at page 1676, containing 1.36 acres of land, more or less.
4. Lands, now or formerly of Dennis Lindsey, recorded in Deed Book Volume 1848 at page 228, containing 0.50 acres of land, more or less.
5. Lands, now or formerly of Alfred Jones, recorded in Deed Book Volume 256, page 254, containing 2.78 acres of land, more or less.

Total area of lot or parcel exceptions is 11.26 acres of land, more or less.

Total area of Mount Airy #1, L.L.C., Lot No. 1 is 884.20 acres of land, more or less.

Tax ID No. 11-7-1-~~12~~¹⁵
PIN 11 6365 0083 3378

Lot No. 2

Beginning at the intersection of the southerly side of T-700 Woodland Road (formerly S.R. 1013), and the southwesterly side of T-563 (Bowman Road); Thence, along said southwesterly side of T-563 (Bowman Road), South forty-one degrees twenty-nine minutes four seconds East (S41°-29'-04"E), one hundred seventy and eighty-one hundredths feet (170.81'), to a pipe (found); Thence along the division line between the lands, now or formerly of Laureen Davis and the lands, now or formerly of Mount Airy #1, L.L.C., the following three (3) courses and distances:

1. South forty-seven degrees forty minutes fifty-six seconds West (S47°-40'-56"W), three hundred fifty-four and forty-two hundredths feet (354.42'), to a pipe (found); Thence,
2. South fifty-five degrees eighteen minutes twenty-six seconds West (S55°-18'-26"W), two hundred thirty-one and forty-one hundredths feet (231.41'), to a pipe (found); Thence,
3. South seventy-two degrees sixteen minutes twenty-nine seconds West (S72°-16'-29"W), one hundred forty-nine and seventy-seven hundredths feet (149.77'), to a pipe (found) on the northeasterly side of the Pocono Mountain School Road; Thence,

Along said northeasterly side of the Pocono Mountain School Road, North thirteen degrees fifty-one minutes three seconds West (N13°-51'-03"W), one hundred ninety and thirty-nine hundredths feet (190.39'), to a point on the southerly side of said T-700 Woodland Road (formerly S.R. 1013); Thence, along said southerly side of T-700 Woodland Road (formerly S.R. 1013), the following two (2) courses and distances:

1. North seventy-two degrees fourteen minutes forty-four seconds East (N72°-14'-44"E), one hundred ninety-three and twenty-six hundredths feet (193.26'), to a point; Thence,
2. North forty-eight degrees fifty minutes fifty-two seconds East (N48°-50'-52"E), four hundred fifty-six and three hundredths feet (456.03'), to the point and place of beginning.

Containing 2.81 acres of land, more or less.

Tax ID No. 11-7-1-53
PIN 11 6365 0071 5372

Lot No. 3

Beginning at a point in T-700 Woodland Road (formerly S.R. 1013), said point also being in the division line between the lands, now or formerly of Paul Jackson and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between the lands now or formerly of Paul Jackson and the lands, now or formerly of Mount Airy #1, L.L.C., North twenty-seven degrees thirty-nine minutes six seconds West (N27°-39'-06"W), five hundred eighty-four and ninety-seven hundredths feet (584.97') to a point in the division line between the lands, now or formerly of Memorytown Associates, Inc. and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between the lands, now or formerly of Memorytown Associates, Inc. and the lands, now or formerly of Mount Airy #1, L.L.C., North sixty-five degrees forty-four minutes one second East (N65°-44'-01"E), one hundred forty-five and zero hundredths feet (145.00'), to a point in the division line between the lands, now or formerly of James Flowers and Mount Airy #1, L.L.C.; Thence, along said division line between the lands, now or formerly of James Flowers and the lands, now or formerly of Mount Airy #1, L.L.C., South twenty-seven degrees thirty-nine minutes six seconds East (S27°-39'-06"E), five hundred sixty-one and zero hundredths feet (561.00'), to a point, in said T-700 Woodland Road (formerly S.R. 1013); Thence along said T-700 Woodland Road (formerly S.R. 1013), South fifty-six degrees sixteen minutes twenty-two seconds West (S56°-16'-22"W), one hundred forty-five and fifty-six hundredths feet (145.56'), to the point and place of beginning.

Containing 1.90 acres of land, more or less.

Tax ID No. 11-7-1-9
PIN 11 6365 0085 9489

Being the same premises as shown on a map entitled: "Lot Consolidation Plat-Lands of Mount Airy #1, L.L.C., Paradise & Pocono Townships Monroe County, Pennsylvania", prepared by: CECO Associates, Inc., Consulting Engineers, PO Box 995, Scranton, PA 18501, dated 8/02/05, revised on 8/11/05, 9/01/05 and 9/13/05, approved by: Paradise Township Planning Commission, Paradise Township Board of Supervisors on 9/28/05 and the Pocono Township Board of Supervisors on 10/17/05, recorded in the Office of the Recorder of Deeds in and for Monroe County on 11/04/05, in Map Book 77 at Pages 276 thru 282.

Lot No. 4 (Martens Parcel)

All that certain piece or parcel of land situate, lying and being in the Township of Paradise, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at the point at or near to the existing centerline of S.R. 1013 (Woodland Road), said point also being at the division line of other lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said S.R. 1013 (Woodland Road), and along said division line of the lands, now or formerly of Mount Airy #1, L.L.C., North seventy-three degrees twelve minutes forty-eight seconds East (N73°-12'-48"E), four hundred sixty-four and eighty-one hundredths feet (464.81'), to a point; Thence, leaving said existing S.R. 1013 (Woodland Road) and along the division line of other lands of Mount Airy #1, L.L.C., the following three (3) courses and distances:

1. South fourteen degrees twenty-three minutes twenty-five seconds East (S14°-23'-25"E), one hundred fifty-one and zero hundredths feet (151.00'), to a point; Thence,
2. South seventy-three degrees thirteen minutes forty-two seconds West (S73°-13'-42"W), four hundred sixty-seven and twenty-seven hundredths feet (467.27'), to a point; Thence,
3. North thirteen degrees twenty-seven minutes eighteen seconds West (N13°-27'-18"W), one hundred fifty-one and zero hundredths feet (151.00'), to the point and place of beginning.

Containing 70,282 square feet or 1.61 acres of land, more or less.

PIN NO. 11-6365-04-60-2581

TAX CODE 11/7/1/60

Lot No. 5 (Gelinas Parcel)

All that certain piece or parcel of land situate, lying and being in the Township of Paradise, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at the point at or near to the westerly side of the existing pavement of T-700 (Woodland Road), said point also being at the division line of other lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said westerly side of existing pavement of S.R. 1013 (Woodland Road), and along said division line of the lands, now or formerly of Mount Airy #1, L.L.C., North seventy-three degrees fifty-seven minutes seventeen seconds East (N73°-57'-17"E), two hundred four and two hundredths feet (204.02'), to a point; Thence, leaving said existing T-700 (Woodland Road) and along the division line of other lands of Mount Airy #1, L.L.C., the following three (3) courses and distances:

1. South sixteen degrees thirty-two minutes fifty-eight seconds East (S16°-32'-58"E), two hundred fifteen and twenty-three hundredths feet (215.23'), to a point; Thence,
2. South seventy-three degrees forty-five minutes fifty-one seconds West (S73°-45'-51"W), two hundred twelve and fifteen hundredths feet (212.15'), to a point; Thence,
3. North fourteen degrees twenty-three minutes twenty-five seconds West (N14°-23'-25"W), two hundred sixteen and zero hundredths feet (216.00'), to the point and place of beginning.

Containing 44,853 square feet or 1.03 acres of land, more or less.

PIN NO. 11-6365-04-60-6669

TAX CODE 11/7/1/59

Lot No. 6 (Dowling/Peters Parcel)

All that certain piece or parcel of land situate, lying and being in the Township of Paradise, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at the point at or near to the westerly side of the existing pavement of T-700 (Woodland Road), said point also being at the division line of other lands, now or formerly of Mount Airy #1, L.L.C. and the lands, now or formerly of Steven Benedetto; Thence, along said westerly side of the existing pavement of T-700 (Woodland Road), and along said division line of other lands of Mount Airy #1, L.L.C., and the lands, now or formerly of Steven Benedetto, the following three (3) courses and distances:

1. North seventy-three degrees fifty-seven minutes seventeen second East (N73°-57'-17"E), eleven and forty-one hundredths feet (11.41'), to a point; Thence,
2. North seventy-two degrees eleven minutes twenty-five seconds East (N72°-11'-25"E), one hundred twenty-eight and sixty-eight hundredths feet (128.68'), to a point; Thence,
3. North seventy-two degrees fourteen minutes forty-four seconds East (N72°-14'-44"E), twenty-seven and fifty-four hundredths feet (27.54'), to a point; Thence,

Leaving said westerly side of the existing pavement of T-700 (Woodland Road) and along other lands, now or formerly of Mount Airy #1, L.L.C., the following three courses and distances;

1. South sixteen degrees thirty minutes sixteen seconds East (S16°-30'-16"E). Two hundred fifteen and zero hundredths feet (215.00'), to an iron pin (found); Thence,

2. South seventy-two degrees fourteen minutes forty-four seconds West (S72°-14'-44"W), one hundred sixty-seven and forty-six hundredths feet (167.46'), to an iron pin (found); Thence,
3. North sixteen degrees thirty-two minutes fifty-eight seconds West (N16°-32'-58"W), two hundred fifteen and twenty-one hundredths feet (215.21'), to the point and place of beginning.

Containing 36,007 square feet or 0.83 acres of land, more or less.

TAX ASSESSMENT PIN NO. 11-6365-04-60-8729
TAX CODE 11/7/1/58-1

Lot No. 7 (Nauman Parcel)

All that certain piece or parcel of land situate, lying and being in the Township of Paradise, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at the point at or near to the existing centerline of T-700 (Woodland Road), said point also being in the division line between the lands, now or formerly of Richard Infantine, Joanne Szczesniak and Eva Van Sickle and the lands, now or formerly of Mount Airy #1, L.L.C. ; Thence, along said centerline of T-700 (Woodland Road), and along said division line between the lands, now or formerly of Richard Infantine, Joanne Szczesniak and Eva Van Sickle, other lands of Mount Airy #1, L.L.C. and the lands, now or formerly of Mount Airy #1, L.L.C., two (2) courses and distances:

1. North fifty-four degrees fifty-five minutes forty-six seconds East (N54°-55'-46"E), one hundred forty-eight and seventy-eight hundredths feet (148.78'), to a point; Thence,
2. North fifty-six degrees sixteen minutes twenty-two seconds East (N56°-16'-22"E), forty-two and forty-five hundredths feet (42.45'), to a point; Thence,

Leaving said centerline of T-700 (Woodland Road), and along other lands, now or formerly of Mount Airy #1, L.L.C., the following two (2) courses and distances:

1. South thirty-two degrees three minutes thirty-seconds East (S32°-03'-30"E), two hundred sixty-seven and seventy-five hundredths feet (267.75'), to a point; Thence,
2. South twenty-six degrees eleven minutes fifteen seconds East (S26°-11'-15"E), two hundred twenty-six and twenty-six hundredths feet (226.26'), to a point in the division line between the lands, now or formerly of Donald Mader and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence,

Along said division line between the lands, now or formerly of Donald Mader and the lands, now or formerly of Mount Airy #1, L.L.C., South twenty-five degrees twenty-three minutes sixteen seconds East (S25°-23'-16"E), two hundred twenty-one and seventy-one hundredths feet (221.71'), to a point in the line of other lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said line of the lands, now or formerly of Mount Airy #1, L.L.C., the following six (6) courses and distances:

1. South sixty-nine degrees fifty-eight minutes thirty-five seconds West (S69°-58'-35"W), two hundred sixty and forty-four hundredths (260.44'), to a stone pile (found); Thence,
2. North twenty-five degrees forty-minutes eleven seconds West (N25°-40'-11"W), four hundred thirty-six and thirty-two hundredths feet (436.32'), to a point; Thence,
3. North fifty-three degrees fifty-three minutes thirty-one seconds East (N53°-53'-31"E), thirty-eight and zero hundredths feet (38.00'), to a pipe (found); Thence,
4. North thirty-five degrees eleven minutes twenty-nine seconds West (N35°-11'-29"W), fifty-one and seventy-nine hundredths feet (51.79'), to a pipe (found); Thence,
5. North fifty-two degrees two minutes twenty seconds East (N52°-02'-20"E), fifty-two and sixty-three hundredths feet (52.63'), to a pipe (found); Thence,
6. North forty degrees thirty-four minutes zero seconds East (40°-34'-00"), one hundred fifty-eight and zero hundredths feet (158.00'), to the point and place of beginning.

Containing 162,102 square feet or 3.72 acres of land, more or less.

TAX ASSESSMENT PIN NO. 11-6365-04-94-3814
TAX CODE 11/7/1/5

Lot No. 8 (Sheriff's Sale-Tract 1)

All that certain piece or parcel of land situate, lying and being in the Township of Paradise, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at the point at or near to the existing centerline of T-700 (Woodland Road), said point also being at the division line of other lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said existing centerline of T-700 (Woodland Road), and along said division line between other lands, now or formerly of Mount Airy #1, L.L.C., North fifty-six degrees sixteen minutes twenty-two seconds East (N56°-16'-22"E), eighty and ninety hundredths feet (80.90'), to a point of the division line between the lands, now or formerly of Donald Mader and the lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between the lands, now or formerly of Donald Mader and the lands, now or formerly of Mount Airy #1, L.L.C., the following three (3) courses and distances:

1. South twenty-five degrees thirty minutes forty seconds East (S25°-30'-40"E), two hundred seventy and eighty-four hundredths feet (270.84'), to a point; Thence,
2. South twenty-five degrees twenty-two minutes zero seconds East (S25°-22'-00"E), two hundred twenty-four and eighty hundredths feet (224.80'), to a point; Thence,
3. South fifty-four degrees twenty-eight minutes fifty seconds West (54°-28'-50"W), forty-seven and two hundredths feet (47.02'), to a point at the division line of other lands, now or formerly of Mount Airy #1, L.L.C.; Thence,

Along said division line of other lands, now or formerly of Mount Airy #1, L.L.C., the following two (2) courses and distances:

1. North twenty-six degrees eleven minutes fifteen seconds West (N26°-11'-15"W), two hundred twenty-six and twenty-six hundredths feet (226.26'), to a point; Thence,
2. North thirty-two degrees three minutes thirty seconds West (N32°-03'-30"W), two hundred sixty-seven and seventy-five hundredths feet (267.75'), to the point and place of beginning.

Containing 28,350 square feet or 0.65 acres of land, more or less.

TAX ASSESSMENT PIN NO. 11-6365-02-95-3026
TAX CODE 11/7/14

Lot No. 9 (Sheriff's Sale-Tract 2)

All that certain piece or parcel of land situate, lying and being in the Township of Paradise, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at the point at or near to the existing centerline of T-700 (Woodland Road), said point also being at the division between the lands, now or formerly of Mount Airy #1, L.L.C., and other lands, now or formerly of Mount Airy #1, L.L.C.; Thence, along said division line between the lands, now or formerly of Mount Airy #1, L.L.C., and other lands, now or formerly of Mount Airy #1, L.L.C., North twenty-five degrees twenty-four minutes fifty-four seconds West (N25°-24'-54"W), two hundred ninety-three and twenty-four hundredths feet (293.24'), to a point at the division line between the lands, now or formerly of Ronald Staubly and the lands, now or formerly of Mount Airy #1, L.L.C; Thence along said division line between the lands, now or formerly of Ronald Staubly and the lands, now or formerly of Mount Airy #1, L.L.C., the following two (2) courses and distances:

1. North sixty-four degrees thirty-five minutes six seconds East (N64°-35'-06"E), eighty and zero hundredths feet (80.00'), to a point; Thence,

2. South twenty-five degrees twenty-one minutes forty-four seconds East (S25°-21'-44"E), two hundred eighty and six hundredths feet (280.06'), to a point at or near to the existing centerline of T-700 (Woodland Road); Thence,

Along said existing centerline of T-700 (Woodland Road), South fifty-five degrees eleven minutes forty-three seconds East (S55°-11'-43"E), eighty and eighty-three hundredths feet (80.83'), to the point and place of beginning.

Containing 22,894 square feet or 0.53 acres of land, more or less.

PIN NO. 11-6365-02-96-7151
TAX CODE 11/5/3/19

**TOGETHER WITH PERMANENT EASEMENTS
GRANTED AND CONVEYED TO MOUNT AIRY #1, L.L.C.
BY
THE BERNADINE SISTERS OF THE THIRD ORDER OF ST. FRANCIS DESCRIBED AS
FOLLOWS:**

All those certain pieces or parcels of land situate, lying and being in the Township of Paradise, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows:

PERMANENT EASEMENT NO. 1

Beginning at a point on the westerly legal right-of-way line of S.R. 1013 (Woodland Road), said point being further located at twenty-nine and eight tenths feet (29.8') offset from and radial to construction and right-of-way baseline Station 48+86.4 for Woodland Road; Thence, through the lands, now or formerly of The Bernadine Sisters of the Third Order of St. Francis and along the required slope easement line, the following seven (7) courses and distances:

1. North eighteen degrees seventeen minutes three seconds West (N18°-17'-03"W), forty and twenty hundredths feet (40.20'), to a point, said point being further located at fifty-five feet (55') offset from and radial to construction and right-of-way baseline Station 49+19.3, for Woodland Road; Thence,
2. Along a curve to the left having a radius of seven hundred sixty-four and zero hundredths feet (764.00'), an arc length of one hundred forty and seventy hundredths feet (140.70'), [said curve being subtended by a chord having a chord bearing of North fourteen degrees five minutes one second East (N14°-05'-01"E), a chord distance of one hundred forty and fifty hundredths feet (140.50')] to a point, said point being further located at fifty-five feet

(55') offset from and radial to construction and right-of-way baseline Station 50+70.1, for Woodland Road; Thence,

3. South eighty-one degrees eleven minutes thirty-one seconds East (S81°-11'-31"E), ten and zero hundredths feet (10.00'), to a point, said point being further located at forty-five feet (45') offset from and radial to construction and right-of-way baseline Station 50+70.1, for Woodland Road; Thence,
4. North twenty-seven degrees eight minutes forty-five seconds East (N27°-08'-45"E), thirty and thirteen hundredths feet (30.13'), to a point, said point being further located at thirty-five feet (35') offset from and radial to construction and right-of-way baseline Station 51+00.00, for Woodland Road; Thence,
5. Along a curve to the left having a radius of seven hundred eighty-four and zero hundredths feet (784.00'), an arc length of thirty-one and ninety-seven hundredths feet (31.97'), [said curve being subtended by a chord having a chord bearing of North five degrees thirty-two minutes fifty-eight seconds East (N05°-32'-58"E), a chord distance of thirty-one and ninety-seven hundredths feet (31.97')], to a point, said point being further located at thirty-five feet (35') offset from and at right angles to construction and right-of-way baseline Station 51+33.40, for Woodland Road; Thence,
6. North four degrees twenty-two minutes fifty-two seconds East (N04°-22'-52"E), two hundred thirty-six and twelve hundredths feet (236.12'), to a point, said point being further located at thirty-five feet (35') offset from and at right angles to construction and right-of-way baseline Station 53+69.52, for Woodland Road; Thence,
7. Along a curve to the right having a radius of nine hundred ninety and zero hundredths feet (990.00'), an arc length of one hundred twenty-eight and seventy-three hundredths feet (128.73'), [said curve being subtended by a chord having a chord bearing of North eight degrees six minutes twenty-two seconds East (N08°-06'-22"E), a chord distance of one hundred twenty-eight and sixty-four hundredths feet (128.64'), to a point on said westerly legal right-of-way line of S.R. 1013 (Woodland Road), said point being further located at thirty-five feet (35') offset from and radial to construction and right-of-way baseline Station 54+93.7, for Woodland Road; Thence,

Along said westerly legal right-of-way line of S.R. 1013 (Woodland Road), the following two (2) courses and distances:

1. Along a curve to the left having a radius of four hundred ninety-six and fifty hundredths feet (496.50'), an arc length of twelve and forty hundredths feet (12.40'), [said curve being subtended by a chord having a chord bearing of South zero degrees thirty-six minutes forty-five seconds West (S00°-36'-45"W), a chord distance of twelve and forty hundredths feet (12.40')], to a point; Thence,
2. South zero degrees six minutes eleven seconds East (S00°-06'-11"E), forty-four and thirty hundredths feet (44.30'), to a point on the required right-of-way line for Woodland Road,

said point being further located at twenty-five feet (25'), offset from and radial to construction and right-of-way baseline Station 54+39.6, for Woodland Road; Thence,

Along said required right-of-way line for Woodland Road, the following three (3) courses and distances:

1. Along a curve to the left having a radius of nine hundred eighty and zero hundredths feet (980.00'), an arc length of seventy-one and eighty-nine hundredths feet (71.89'), [said curve being subtended by a chord having a chord bearing of South six degrees twenty-eight minutes fifty-eight seconds West (S06°-28'-58"W), a chord distance of seventy-one and eighty-eight hundredths feet (71.88')] to a point, said point being further located at twenty-five feet (25') offset from and at right angles to construction and right-of-way baseline Station 53+69.52, for Woodland Road; Thence,
2. South four degrees twenty-two minutes fifty-two seconds West (S04°-22'-52"W), two hundred thirty-six and twelve hundredths feet (236.12'), to a point, said point being further located at twenty-five feet (25') offset from and at right angles to construction and right-of-way baseline Station 51+33.40, for Woodland Road; Thence,
3. Along a curve to the right having a radius of seven hundred ninety-four and zero hundredths feet (794.00'), an arc length of two hundred fourteen and nineteen hundredths feet (214.19'), [said curve being subtended by a chord having a chord bearing of South twelve degrees six minutes thirty-three seconds West (S12°-06'-33"W), a chord distance of two hundred thirteen and fifty-four hundredths feet (213.54')], to a point on said westerly legal right-of-way line of S.R. 1013 (Woodland Road), said point being further located at twenty-five feet (25') offset from and radial to construction and right-of-way baseline Station 49+12.5, for Woodland Road; Thence,

Along said westerly legal right-of-way line of S.R. 1013 (Woodland Road), the following two (2) courses and distances:

1. Along a curve to the right having a radius of four hundred forty-three and fifty hundredths feet (443.50'), an arc length of nineteen and seventy-one hundredths feet (19.71') [said curve being subtended by a chord having a chord bearing of South thirty-one degrees eleven minutes fifty seconds West (S31°-11'-50"W), a chord distance of nineteen and seventy hundredths feet (19.70')] to a point; Thence,
2. South thirty-two degrees twenty-eight minutes thirteen seconds West (S32°-28'-13"W), six and eight hundredths feet (6.08'), to the point and place of beginning.

Containing 8,932 square feet of land, more or less

PERMANENT EASEMENT NO. 2

Beginning at a point on the westerly legal right-of-way line of T-700 (Woodland Road), said point being further located at twenty-seven and five tenths feet (27.5') offset from and at right angles to construction and right-of-way baseline Station 59+51.9, for Woodland Road;

Thence, through the lands, now or formerly of The Bernadine Sisters of the Third Order of St. Francis, and along the required slope easement line, the following three (3) courses and distances:

1. North sixty-two degrees thirty minutes forty-one seconds West (N62°-30'-41"W), seventeen and forty-seven hundredths feet (17.47'), to a point, said point being further located at forty-five feet (45') offset from and at right angles to construction and right-of-way baseline Station 59+51.9, for Woodland Road; Thence,
2. North twenty-seven degrees twenty-nine minutes nineteen seconds East (N27°-29'-19"E), one hundred fifty and ninety-eight hundredths feet (150.98'), to a point, said point being further located at forty-five feet (45') offset from and at right angles to construction and right-of-way baseline Station 61+02.89, for Woodland Road; Thence,
3. Along a curve to the left having a radius of nine hundred ten and zero hundredths feet (910.00'), an arc length of nineteen and sixty-one hundredths feet (19.61'), [said curve being subtended by a chord having a chord bearing of North twenty-six degrees fifty-two minutes sixteen seconds East (N26°-52'-16"E), a chord distance of nineteen and sixty-one hundredths feet (19.61')], to a point on the division line between the lands, now or formerly of Mount Airy #1, L.L.C., and the lands, now or formerly of The Bernadine Sisters of the Third Order of St. Francis, said point being further located at forty-five feet (45') offset from and radial to construction and right-of-way baseline Station 61+23.5, for Woodland Road; Thence,

Along said division line between the lands, now or formerly of Mount Airy #1 L.L.C. and the lands, now or formerly of The Bernadine Sisters of the Third Order of St. Francis, South thirty-eight degrees five minutes zero seconds East (S38°-05'-00"E), twenty-two and thirteen hundredths feet (22.13') to a point on the required right-of-way line for Woodland Road, said point being further located at twenty-five feet (25') offset from and radial to construction and right-of-way baseline Station 61+13.6, for Woodland Road; Thence, along said required right-of-way line for Woodland Road, the following two (2) courses and distances:

1. Along a curve to the right having a radius of nine hundred thirty and zero hundredths feet (930.00'), an arc length of ten and forty-five hundredths feet (10.45'), [said curve being subtended by a chord having a chord bearing of South twenty-seven degrees nine minutes fifty-nine seconds West (S27°-09'-59"W), a chord distance of ten and forty-five hundredths feet (10.45')], to a point, said point being further located at twenty-five feet (25') offset from and at right angles to construction and right-of-way baseline Station 61+02.89 for Woodland Road; Thence,
2. South twenty-seven degrees twenty-nine minutes nineteen seconds West (S27°-29'-19"W), one hundred twenty-five and nine hundredths feet (125.09'), to a point on said westerly legal right-of-way of S.R. 1013 (Woodland Road), said point being further located at twenty-five feet (25') offset from and at right angles to construction and right-of-way baseline Station 59+77.8, for Woodland Road; Thence,

Along said westerly legal right-of-way line of S.R. 1013 (Woodland Road), South thirty-three degrees three minutes forty seconds West (S33°-03'40"W), twenty-six and one hundredths feet (26.01") to the point and place of beginning.

Containing 3,287 square feet of land, more or less.

PERMANENT EASEMENT NO. 3

Beginning at a point on the required right-of-way line for Woodland Road, said point also being on the division line between the lands, now or formerly of Mount Airy #1, L.L.C. and the lands, now or formerly of The Bernadine Sisters of the Third Order of St. Francis, said point being further located at twenty-five feet (25') offset from and radial to construction and right-of-way baseline Station 44+22.8, for Woodland Road; Thence, along said division line between said lands, now or formerly of Mount Airy #1, L.L.C. and said lands, now or formerly of The Bernadine Sisters of the Third Order of St. Francis, North thirty-five degrees fifty-six minutes twenty-two seconds East (N35°-56'-22"E), thirty-four and twenty-seven hundredths feet (34.27'), to a point on the required drainage easement line, said point being further located at thirty-five feet (35') offset from and radial to construction and right-of-way baseline Station 44+56.8, for Woodland Road; Thence, through said lands, now or formerly of The Bernadine Sisters of the Third Order of St. Francis and along said required drainage easement line, along a curve to the left having a radius of seven hundred eighty-four and zero hundredths feet (784.00'), an arc length of forty-four and forty-nine hundredths feet (44.49'), [said curve being subtended by a chord having a chord bearing of North fifty degrees five minutes eight seconds East (N50°-05'-08"E), a chord distance of forty-four and forty-nine hundredths feet (44.49')], to a point on the westerly legal right-of-way line of S.R. 1013 (Woodland Road), said point being further located at thirty-five feet (35') offset from and radial to construction and right-of-way baseline Station 45+03.5, for Woodland Road; Thence, along said westerly legal right-of-way line of S.R. 1013 (Woodland Road), along a curve to the left having a radius of six hundred thirty-three and fifty hundredths feet (633.50'), an arc length of sixty-four and twenty-two hundredths feet (64.22'), [said curve being subtended by a chord having a chord bearing of South forty-one degrees forty-seven minutes four seconds West (S 41°-47'-04"W), a chord distance of sixty-four and six hundredths feet (64.06')] to a point on said required right-of-way line for Woodland Road, said point being further located at twenty-five feet (25') offset from and radial to construction and right-of-way baseline Station 44+37.6, for Woodland Road; Thence, along said required right-of-way line for Woodland Road, along a curve to the left having a radius of seven hundred ninety-four and zero hundredths feet (794.00'), an arc length of fourteen and thirty-six hundredths feet (14.36'), [said curve being subtended by a chord having a chord bearing of South fifty-three degrees thirty-four minutes twenty-six seconds West (S53°-34'-26"W), a chord distance of fourteen and thirty-six hundredths feet (14.36')], to the point and place of beginning.

Containing 306 square feet of land, more or less.

And as shown on "Drawings Depicting Right-of-Way to be Deeded to Paradise Township by Mount Airy #1, L.L.C., for Woodland Road", as prepared by CECO Associates, Inc., Consulting Engineers, intended to be recorded.

**TOGETHER WITH PERMANENT RIGHT-OF-WAY FOR WOODLAND ROAD
GRANTED AND CONVEYED TO MOUNT AIRY #1, L.L.C.**

BY

**THE BERNADINE SISTERS OF THE THIRD ORDER OF SAINT FRANCIS DESCRIBED
AS FOLLOWS:**

All that certain piece or parcel of land situate, lying and being in the Township of Paradise, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows:

RIGHT-OF-WAY NO. 1

Beginning at the point of intersection of the westerly legal right-of-way line of S.R. 1013 (Woodland Road) and the required right-of-way line of Woodland Road, said point begin further located at twenty-five feet (25') offset from and radial to construction and right-of-way baseline Station 49+12.5 for Woodland Road; Thence through the lands, now or formerly of The Bernadine Sisters of the Third Order of St. Francis and along said required right-of-way line of Woodland Road, the following three (3) courses and distances:

1. Along a curve to the left having a radius of seven hundred ninety-four and zero hundredths feet (794.00'), an arc length of two hundred fourteen and nineteen hundredths feet (214.19') [said curve being subtended by a chord having a chord bearing of North twelve degrees six minutes thirty three seconds East (N12°-06'-33"E), a chord distance of two hundred thirteen and fifty-four hundredths feet (213.54'), to a point, said point being further located at twenty-five feet (25') offset from and at right angles to construction and right-of-way baseline Station 51+33.40, for Woodland Road; Thence,
2. North four degrees twenty-two minutes fifty-two seconds East (N04°-22'-52"E), two hundred thirty-six and twelve hundredths feet (236.12'), to a point, said point being further located at twenty-five feet (25') offset from and at right angles to construction and right-of-way baseline Station 53+69.52, for Woodland Road; Thence,
3. Along a curve to the right having a radius of nine hundred eighty and zero hundredths feet (980.00'), an arc length of seventy-one and eighty-nine hundredths feet (71.89'), [said curve begin subtended by a chord having a chord bearing of North six degrees twenty-eight minutes fifty-eight seconds East (N06°-28'-58"E), a chord distance of seventy-one and eighty-eight hundredths feet (71.88')], to a point on said westerly legal right-of-way line of S.R. 1013 (Woodland Road), said point being further located at twenty-five feet (25') offset from and radial to construction and right-of-way baseline Station 54+39.6, for Woodland Road; Thence,

Along said westerly legal right-of-way line of S.R. 1013 (Woodland Road), the following four (4) courses and distances:

1. South zero degrees six minutes eleven seconds East (S00°-06'-11"E), ninety-six and eighty-nine (96.89'), to a point; Thence,

2. Along a curve to the right having a radius of one thousand seven hundred eighty-three and fifty hundredths feet (1,783.50'), an arc length of one hundred sixty-one and sixty-seven hundredths feet (161.67'), [said curve being subtended by a chord having a chord bearing of South two degrees twenty-nine minutes thirty-seven seconds West (S02°-29'-37"W), a chord distance of one hundred sixty-one and sixty-one hundredths feet (161.61')], to a point; Thence,
3. South five degrees five minutes twenty-six seconds West (S05°-05'-26"W), seventy-five and sixty-nine hundredths feet (75.69'), to a point; Thence,
4. Along a curve to the right having a radius of four hundred forty-three and fifty hundredths feet (443.50'), an arc length of one hundred ninety-two and twenty-three hundredths feet (192.23'), [said curve being subtended by a chord having a chord bearing of South seventeen degrees thirty minutes twenty-seven seconds West (S17°-30'-27"W), a chord distance of one hundred ninety and seventy-three hundredths feet (190.73')], to the point and place of beginning.

Containing 5,996.1 square feet of land, more or less.

RIGHT-OF-WAY NO. 2

Beginning at the point of intersection of the westerly legal right-of-way line of S.R. 1013 (Woodland Road) and the required right-of-way of Woodland Road, said point being further located at twenty-five feet (25') offset from and at right angles to construction and right-of-way baseline Station 59+77.8 for Woodland Road; Thence, through the lands, now or formerly of The Bernadine Sisters of the Third Order of St. Francis and along said required right-of-way line of Woodland Road, the following two (2) courses and distances:

1. North twenty-seven degrees twenty-nine minutes nineteen seconds East (N27°-29'-19"E), one hundred twenty-five and nine hundredths feet (125.09'), to a point located at twenty-five feet (25') offset from and at right angles to construction and right-of-way baseline Station 61+02.89, for Woodland Road; Thence,
2. Along a curve to the left having a radius of nine hundred thirty and zero hundredths feet (930.00'), an arc length of ten and forty-five hundredths feet (10.45'), [said curve being subtended by a chord having a chord bearing of North twenty-seven degrees nine minutes fifty-nine minutes East (N27°-09'-59"E), a chord distance of ten and forty-five hundredths feet (10.45')], to a point on the division line between the lands, now or formerly of Mount Airy #1 L.L.C. and the lands, now or formerly of The Bernadine Sisters of the Third Order of St. Francis, said point being further located at twenty-five feet (25') offset from and radial to construction and right-of-way baseline Station 61+13.60, for Woodland Road; Thence,

Along said division line between said lands, now or formerly of Mount Airy #1, L.L.C., and said lands, now or formerly of The Bernadine Sisters of the Third Order of St. Francis, South thirty-eight degrees five minutes zero seconds East (S38°-05'-00"E), twelve and thirty-nine hundredths feet (12.39'), to a point on said westerly legal right-of-way line of S.R. 1013 (Woodland Road); Thence,

Along said westerly legal right-of-way line of S.R. 1013 (Woodland Road), the following two (2) courses and distances:

1. Along a curve to the right having a radius of six hundred thirty-three and fifty hundredths feet (633.50'), an arc length of forty-three and fifty-two hundredths feet (43.52'), [said curve being subtended by a chord having a chord bearing of South thirty-one degrees five minutes thirty-five seconds West (S31°-05'-35"W), a chord distance of forty-three and fifty-one hundredths feet (43.51')], to a point; Thence,
2. South thirty-three degrees three minutes forty seconds West (S33°-03'-40"W), eighty-seven and forty-one hundredths feet (87.41'), to the point and place of beginning.

Containing 837 square feet of land, more or less.

RIGHT OF WAY NO. 3

Beginning at a point on the westerly legal right-of-way line of S.R. 1013 (Woodland Road), said point also being on the division line between the lands, now or formerly of Mount Airy #1, L.L.C., and the lands, now or formerly of The Bernadine Sisters of the Third Order of St. Francis, said point being further located at twenty-one and four tenths feet (21.4') offset from and radial to construction and right-of-way baseline Station 44+11.8, for Woodland Road; Thence, along said division line between the said lands, now or formerly of Mount Airy #1, L.L.C., and said lands, now or formerly of The Bernadine Sisters of the Third Order of St. Francis, North thirty-five degrees fifty-six minutes twenty-two seconds East (N35°-56'-22"E), eleven and twenty-seven hundredths feet (11.27'), to a point on the required right-of-way line for Woodland Road, said point being further located at twenty-five feet (25') offset from and radial to construction and right-of-way baseline Station 44+22.8, for Woodland Road; Thence, through said lands, now or formerly of The Bernadine Sisters of the Third Order of St. Francis and along said required right-of-way line for Woodland Road, along a curve to the left having a radius of seven hundred ninety-four and zero hundredths feet (794.00'), an arc length of fourteen and thirty-six hundredths feet (14.36'), [said curve being subtended by a chord having a chord bearing of North fifty-three degrees thirty-four minutes twenty-six seconds East (N53°-34'-26"E), a chord distance of fourteen and thirty-six hundredths feet (14.36')], to a point on said westerly legal right-of-way line of S.R. 1013 (Woodland Road), said point being further located at twenty-five feet (25') offset from and radial to construction and right-of-way baseline Station 44+37.6, for Woodland Road; Thence, along said westerly legal right-of-way line of S.R. 1013 (Woodland Road), along a curve to the right having a radius of six hundred thirty-three and fifty hundredths feet (633.50'), an arc length of twenty-five and thirty-three hundredths feet (25.33'), [said curve being subtended by a chord having a chord bearing of South forty-four degrees forty-

nine minutes forty-one seconds West (S45°-49'-41"W), a chord distance of twenty five and thirty-two hundredths feet (25.32')], to the point and place of beginning.

Containing 26 square feet of land, more or less.

And as shown on "Drawings Depicting Right-of-Way to be Deeded to Paradise Township by Mount Airy #1, L.L.C., for Woodland Road", as prepared by CECO Associates, Inc., Consulting Engineers, intended to be recorded.

***TOGETHER WITH PERMANENT RIGHT-OF-WAY FOR WOODLAND ROAD
GRANTED AND CONVEYED TO MOUNT AIRY #1, L.L.C.***

BY

DONALD C. AND DOROTHY P. MADER, H/W DESCRIBED AS FOLLOWS:

All that certain piece or parcel of land situate, lying and being in the Township of Paradise, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at point on the easterly legal right-of-way line of S.R. 1013 (Woodland Road), said point also being on the division line between the lands, now or formerly of Mount Airy #1 L.L.C. and the lands, now or formerly of Donald C. and Dorothy P. Mader and being further located at twelve and seven tenths feet (12.7') offset from and radial to construction and right-of-way baseline Station 88+91 for Woodland Road; Thence, along said existing easterly legal right-of-way line of S.R. 1013 (Woodland Road), along a curve to the right having a radius of nine thousand four hundred eight-three and fifty hundredths feet (9,483.50'), an arc length of one hundred seventy-three and eighty-four hundredths feet (173.84') [said curve being subtended by a chord having a chord bearing of North forty-one degrees fifty-six minutes twenty-five seconds East (N41°-56'-25"E), a chord distance of one hundred seventy-three and eighty-four hundredths feet (173.84')], to a point on the division line between other lands, now or formerly of Mount Airy #1 L.L.C. and said lands, now or formerly of Donald C. and Dorothy P. Mader, said point being further located at fourteen and six tenths feet (14.6') offset from and radial to construction and right-of-way baseline Station 90+65 for Woodland Road; Thence, along said division line between said lands, now or formerly of Mount Airy #1, L.L.C., and said lands, now or formerly of Donald C. and Dorothy P. Mader, South thirty-seven degrees thirty-six minutes thirty-three seconds East (S37°-36'-33"E), fifteen and sixty-six hundredths feet (15.66'), to a point on the required right-of-way line for Woodland Road, said point being further located at thirty feet (30') offset from and radial to construction and right-of-way baseline Station 90+62.1 for Woodland Road; Thence, through said lands, now and formerly of Donald C. and Dorothy P. Mader, and along said required right-of-way line for Woodland Road, along a curve to the left having a radius of eleven thousand four hundred twenty-nine and zero hundredths feet (11,429.00), an arc length of one hundred seventy-three and ninety-seven hundredths feet (173.97'), [said curve being subtended by a chord having a chord bearing of South forty-one degrees sixteen minutes fifty-one seconds West (S41°-16'-51"W), a chord distance of one hundred seventy three and ninety-six hundredths feet (173.96')], to a point on the division line between said lands, now or formerly of Mount Airy #1 L.L.C. and said lands, now or formerly of Donald C. and Dorothy P. Mader, said point being further located at thirty feet (30') offset from

and radial to construction and right-of-way baseline Station 88+87.7, for Woodland Road; Thence, along said division line between the lands now or formerly of Mount Airy #1, L.L.C. and the lands, now or formerly of Donald C. and Dorothy P. Mader, North thirty-eight degrees twenty-five minutes ten seconds West (N38°-25'-10"W), seventeen and sixty-five hundredths feet (17.65'), to the point and place of beginning.

Containing 2,857 square feet of land, more or less.

And as shown on "Drawings Depicting Right-of-Way To Be Deeded to Paradise Township by Mount Airy #1, L.L.C., for Woodland Road", as prepared by CECO Associates, Inc., Consulting Engineers, intended to be recorded.

As described in ALTA/ASCM Survey prepared by CECO Associates, Inc., dated 7/31/07 and last revised 8/7/07.

EXHIBIT B

To

Deed of Conservation Easement and Grant of Restrictive Covenants

Conservation Easement Plan as "Greenways Dedication Plan", consisting of Sheet numbers LD 5, and 5A through 5I, LD-6 and 6A through 6G, prepared by CECO Associates, Inc. dated 9/07/07, last revised 10/08/07, as recorded in the office in and for the Recording of Deeds in Monroe County in Map Book 79

At page 202 - on October 17, 2007.

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Mount Airy #1, L.L.C.

Operation and Maintenance Plan
for
Greenway Land and Common Facilities



Prepared for:
Paradise Township
R.R. 1, Box 1226
Cresco, PA 18326

Prepared by:
Hanover Engineering Associates, Inc.
252 Brodhead Road, Suite 100
Bethlehem, PA 18017

cenco associates inc.
P.O. Box 995
Scranton, PA 18501

HANOVER
ENGINEERING
ASSOCIATES, INC.

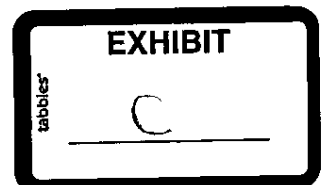


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Introduction

As an integral element of the Mount Airy #1 LLC Master Plan within a Resort Area Overlay District, approximately 555.29 acres of Greenway Land has been dedicated through a conservation easement (see Figure 1). The Greenway Land includes approximately 185.54 acres of wetlands, floodplains, lakes/ponds including the 16.75 acre lake), woodlands, and steep slopes, collectively termed as "Primary Conservation Areas," which are protected by Local, State, and Federal regulations, in addition to the protection provided through the conservation easement. These areas, along with approximately 369.75 acres of "Secondary Conservation Areas," are part of a larger area which is designated as "Greenways Dedication Plan" on the Conservation Easement Plan consisting of Sheet Numbers LD 5, and 5A through 5I, LD-6 and 6A through 6G prepared by Ceco Associates, Inc., dated 9/7/07, last revised 10/8/07. The Secondary Conservation Areas also include the 18-hole golf course, passive recreational areas, wastewater treatment plant and water supply facilities (including a large, existing water tank).

This Operation and Maintenance Plan for Greenway Land and Common Facilities is an exhibit included in the Deed of Conservation Easement and Declaration of Restrictive Covenants dated _____, granted by Mount Airy #1, L.L.C., for Greenway Land shown on the Conservation Easement Plan as "Greenways Dedication Plan" consisting of Sheet Numbers LD 5, and 5A through 5I, LD-6 and 6A through 6G, prepared by Ceco Associates, Inc., dated 9/7/07, last revised 10/8/07.

Goals and Objectives

The primary goal of the plan is to provide adequate protection, preservation, and restoration of the Greenway Land, in consideration of necessary safety measures (for allowed uses within and immediately adjacent to the Greenway Land) and the normal operations of the Mount Airy Facilities.

Specific objectives will be to:

- Comply with, or exceed all applicable laws and regulations.
- Conduct all operations to minimize environmental impacts.
- Education and training of all employees and agents regarding environmental awareness and environmentally responsible operational practices.
- Conduct an annual review and evaluation of the Operational Maintenance and Construction Activities performed on the Greenway Land.
- Improve water quality and quantity, as well as aquatic, riparian, and terrestrial habitats associated with Forest Run and its tributaries.
- Coordinate with Public Officials of Paradise Township and/or their designated agents and regional environmental groups to restore and improve the local natural, cultural and environmental resources.
- Create and establish a network of low-impact trails with environmental education components throughout the Greenway Land, as approved by Paradise Township.

Introduction

As an integral element of the Mount Airy #1 LLC Master Plan within a Resort Area Overlay District, approximately 555.29 acres of Greenway Land has been dedicated through a conservation easement (see Figure 1). The Greenway Land includes approximately 185.54 acres of wetlands, floodplains, lakes/ponds including the 16.75 acre lake), woodlands, and steep slopes, collectively termed as "Primary Conservation Areas," which are protected by Local, State, and Federal regulations, in addition to the protection provided through the conservation easement. These areas, along with approximately 369.75 acres of "Secondary Conservation Areas," are part of a larger area which is designated as "Greenways Dedication Plan" on the Conservation Easement Plan consisting of Sheet Numbers LD 5, 5A, 5B, 5A through 5F, prepared by Ceco Associates, Inc., dated 8/24/07, last revised 9/24/07. The Secondary Conservation Areas also include the 18-hole golf course, passive recreational areas, wastewater treatment plant and water supply facilities (including a large, existing water tank).

This Operation and Maintenance Plan for Greenway Land and Common Facilities is an exhibit included in the Deed of Conservation Easement and Declaration of Restrictive Covenants dated _____, granted by Mount Airy #1, L.L.C., for Greenway Land shown on the Conservation Easement Plan as "Greenways Dedication Plan" consisting of Sheet Numbers LD 5, 5A, 5B, 5A through 5F, prepared by Ceco Associates, Inc., dated 8/24/07, last revised 9/24/07.

Goals and Objectives

The primary goal of the plan is to provide adequate protection, preservation, and restoration of the Greenway Land, in consideration of necessary safety measures (for allowed uses within and immediately adjacent to the Greenway Land) and the normal operations of the Mount Airy Facilities.

Specific objectives will be to:

- Comply with, or exceed all applicable laws and regulations.
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- Education and training of all employees and agents regarding environmental awareness and environmentally responsible operational practices.
- Conduct an annual review and evaluation of the Operational Maintenance and Construction Activities performed on the Greenway Land.
- Improve water quality and quantity, as well as aquatic, riparian, and terrestrial habitats associated with Forest Run and its tributaries.
- Coordinate with Public Officials of Paradise Township and/or their designated agents and regional environmental groups to restore and improve the local natural, cultural and environmental resources.
- Create and establish a network of low-impact trails with environmental education components throughout the Greenway Land, as approved by Paradise Township.

- Engage an independent qualified third party entity to monitor, on an annual basis, the performance of Mount Airy #1 LLC in adhering to the standards established in this Operation & Maintenance Plan. The third party entity will also be asked to make recommendations concerning improvements to this Operation & Maintenance Plan for Greenway Land and Common Facilities. The report prepared by the third party entity will be forwarded to Paradise Township for review and consideration within one month of year end. Mt. Airy #1 LLC shall immediately implement all necessary revisions determined by the Township, as approved by the Township Supervisors.

The Mount Airy #1 LLC Greenway Land will be governed in accordance with the requirements of Paradise Township Ordinance 160-12 (A) (32-A).

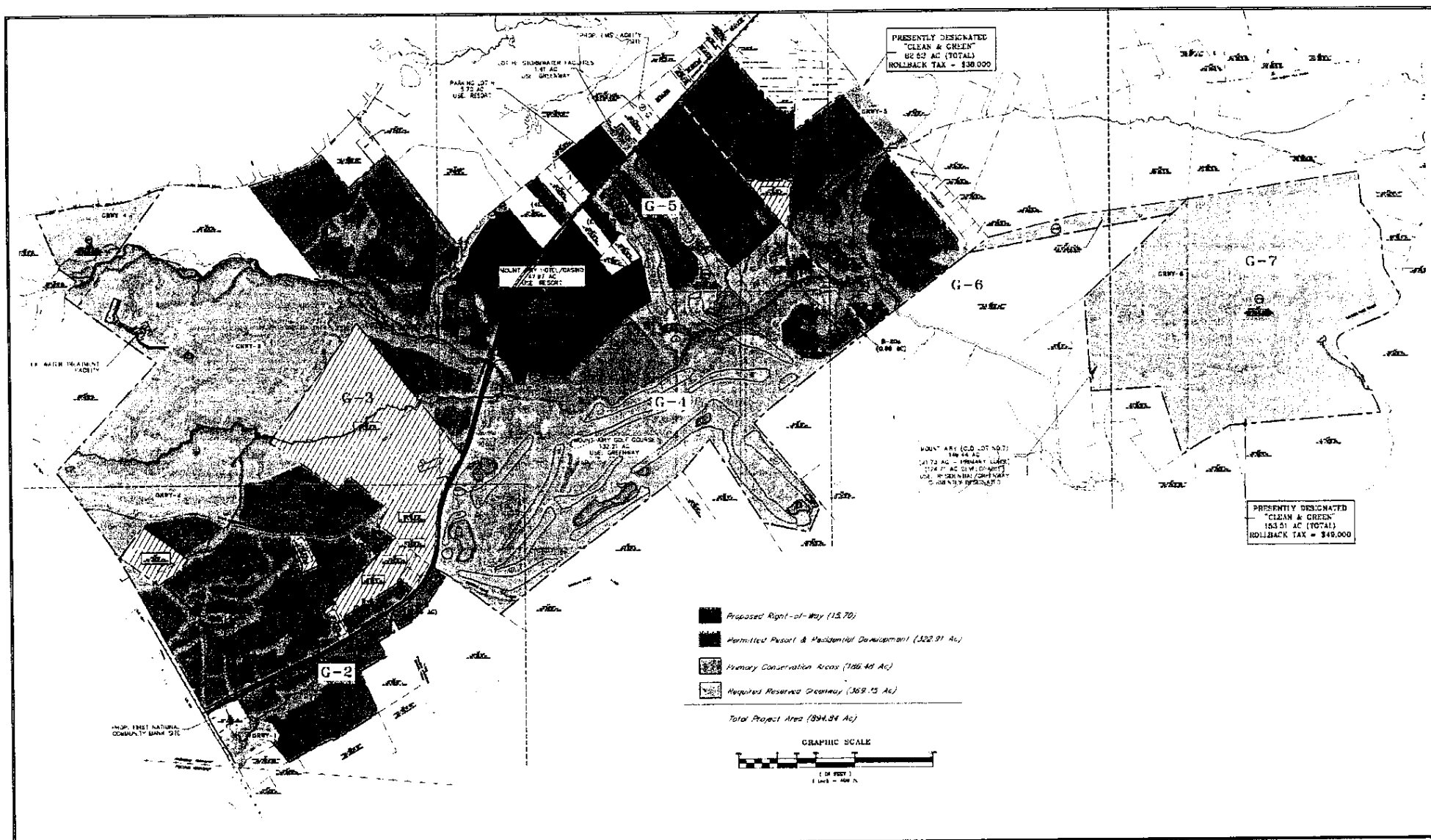


Figure 1 - Map of Greenway Land at Mt. Airy
(source: Ceco Associates, Inc., 2007)

Implementation

The implementation of this plan shall be accomplished by Mount Airy #1 LLC, or subsequent owners, bearing all associated costs. All affiliated personnel responsible for the general operation and maintenance of the Greenway Land and Common Facilities shall be properly educated and trained with regard to Environmental Systems Management, especially the provisions set forth for the Greenway Land as part of this plan. Direct responsibilities shall include:

- **Posting of Greenway Land** – The Greenway Land shall be posted with appropriate signage so that resort personnel and visitors will be aware of their boundaries. At a minimum, signs shall be comparable or identical to the signs created by the Regional Open Space Committee. Signs shall be posted at reasonable intervals along all Greenway Land boundaries which are internal to the overall property/tract to delineate its boundaries. At a minimum, signs will be posted at all access points and where there are significant changes in the trail system.
- **Mowing & Maintenance** – Mowing, tree cutting, and other vegetation management shall be allowed in the Greenway Land which are not designated as Primary Conservation Areas. Vegetation management within the Primary Conservation Areas shall be limited to the removal of unhealthy or unsafe vegetation along the Primary Conservation Areas boundary, trails, and other approved facilities within the Primary Conservation Areas.
- **Pesticide/Herbicide/Fertilizer Use** – Subject to the requirements of the Golf Course, the use of pesticides, herbicides, and fertilizers shall be minimized to the extent practicable within the Greenway Land. Fertilizers shall not be used within the Primary Conservation Areas for any reason, and pesticides and herbicides shall only be used within the Primary Conservation Areas to treat invasive/exotic species as necessary to maintain healthy natural environmental conditions.
- **Removal of Existing Invasive Exotic Species** – Existing invasive exotic species shall be removed (i.e. treated, eradicated) from the existing golf course and other currently developed areas of the Greenway Land.
- **Audubon Cooperative Sanctuary Program (ACSP) Certification** – Certification shall be obtained and maintained for the golf course. Management and maintenance of the golf course which is consistent with the ACSP will result in acceptable consistency with the intent of this plan and the terms and conditions of the conservation easement placed on the Greenway Land.
- **Nature Trails & Environmental Education** - A network of low-impact nature trails shall be established through the Greenway Land which highlight key components such as unique natural habitats, plant communities, plant species, wetland resources, stream ecology, etc. A trail map brochure shall be created and provided at the kiosks. Environmental education components shall include educational signage (for aforementioned natural resources) and trailhead kiosks, as approved by the Township. The trail network, including all educational components, shall be designed and completed and ready for use by May 31, 2009.
- **Annual Trail Maintenance Program** – Trail maintenance within the Greenway Land shall be limited to the removal of unsafe vegetation, resurfacing and repair of the

trail as designed and approved, and the treatment of invasive/exotic species. A schedule for the Annual Trail Maintenance Program is provided in Appendix B.

A qualified Aquatic Ecologist Consultant, approved by Paradise Township, will be retained to complete annual monitoring and professional maintenance for the Greenway Land and associated resources specifically discussed in this plan. The Consultant shall complete an annual study entitled "Mount Airy Greenway Land Annual Monitoring Study," which will be submitted to Paradise Township at the end of each calendar year. Services provided by the Consultant shall include the following components:

Lake Monitoring

Routine water quality monitoring for the lake at Mount Airy will be conducted monthly during May through October, annually. During each monitoring event, the following field analyses shall be performed at the lake monitoring station shown in Figure 2:

- U **Dissolved Oxygen Profiles** - 0.5 Meter Intervals from Surface to Bottom
- U **Temperature Profiles** - 0.5 Meter Intervals from Surface to Bottom
- U **Specific Conductance Profiles** - 0.5 Meter Intervals from Surface to Bottom
- U **Secchi Disk Transparency**
- U **pH Measurement** – Surface Water (just below water surface)
- U **GPS Location** – Used to locate and mark station for each monitoring event
- U **Phytoplankton Collection** – Photic Zone Composite (to the depth of light penetration)
- U **Zooplankton Collection** – Bottom to Surface Tows
- U **Macrophyte Survey** – Entire Lake (once during mid-late summer)

Water quality samples will be collected for laboratory analyses. Discrete surface and bottom water samples (depths of 0.5 meters from the surface and bottom, respectively) will be collected and analyzed for total phosphorus, dissolved reactive phosphorus, total suspended solids, ammonia nitrogen, nitrate/nitrite nitrogen, total Kjeldahl nitrogen, and pH. Composite water quality samples will be collected from the photic zone (the depth to which light penetrates at the time of collection) will be analyzed for chlorophyll *a* concentration and for phytoplankton densities and biomasses by species. Zooplankton samples will be collected as one single composite for the season, with samples collected from the entire water column and will also be analyzed for density and biomass to the species level. Lastly, a macrophyte survey will be conducted to the species level for the entire lake during one of the mid-late summer lake monitoring events when plant growth is best represented. An AutoCAD, ArcView, or other acceptable software based map will be completed for each survey and will be included in the annual study report.

Water quality samples will be analyzed in accordance with EPA criteria and methodology in the current edition of Standard Methods. In general, lake water quality sample analyses shall be consistent with specifications provided in Table 1.

Stream Monitoring

Stream monitoring stations shall be established along Forest Hills Run at both its entrance and exit from the Mount Airy 1, LLC property for the purpose of chemical (e.g. water quality), biological, and physical monitoring of stream conditions.

Water quality monitoring shall be conducted under baseflow (non-stormflow) and stormflow conditions, as well as continuously using automated equipment. Baseflow monitoring shall be conducted quarterly (January, April, July, and October of each year). Stormflow monitoring shall also be conducted twice, annually, under stormflow conditions. Monitoring parameters should be consistent with the parameters set forth by the Monroe County Planning Commission (MCPC) as part of their annual water quality studies conducted within Monroe County or at a minimum should include total phosphorus, nitrate/nitrite, ammonia nitrogen, total Kjeldahl nitrogen, total suspended solids, alkalinity, conductivity, temperature, dissolved oxygen, and pH. Stream monitoring shall also include continuous monitoring using automated equipment for both temperature and conductivity at both monitoring stations. The maximum reading interval shall be fifteen (15) minutes. Photographs of the stream shall be taken during monitoring.

Biological monitoring shall include monitoring for both benthic macroinvertebrates and fisheries for the purpose of documenting community assemblages and overall water quality. This monitoring shall be conducted by a qualified and Licensed/Certified Professional(s) within the immediate vicinity of the stream monitoring stations, and shall be in accordance with currently acceptable protocols endorsed by the United States Environmental Protection Agency (USEPA) and the Pennsylvania Department of Environmental Protection (PADEP). Macroinvertebrates should be monitored annually and the fishery should be monitored once every five years.

Physical conditions shall be monitored and documented as part of the benthic macroinvertebrate evaluations. Photographs shall be taken to provide adequate documentation of physical conditions.

All stream monitoring data collected shall be submitted to the MCPC for participation in their water quality monitoring program.

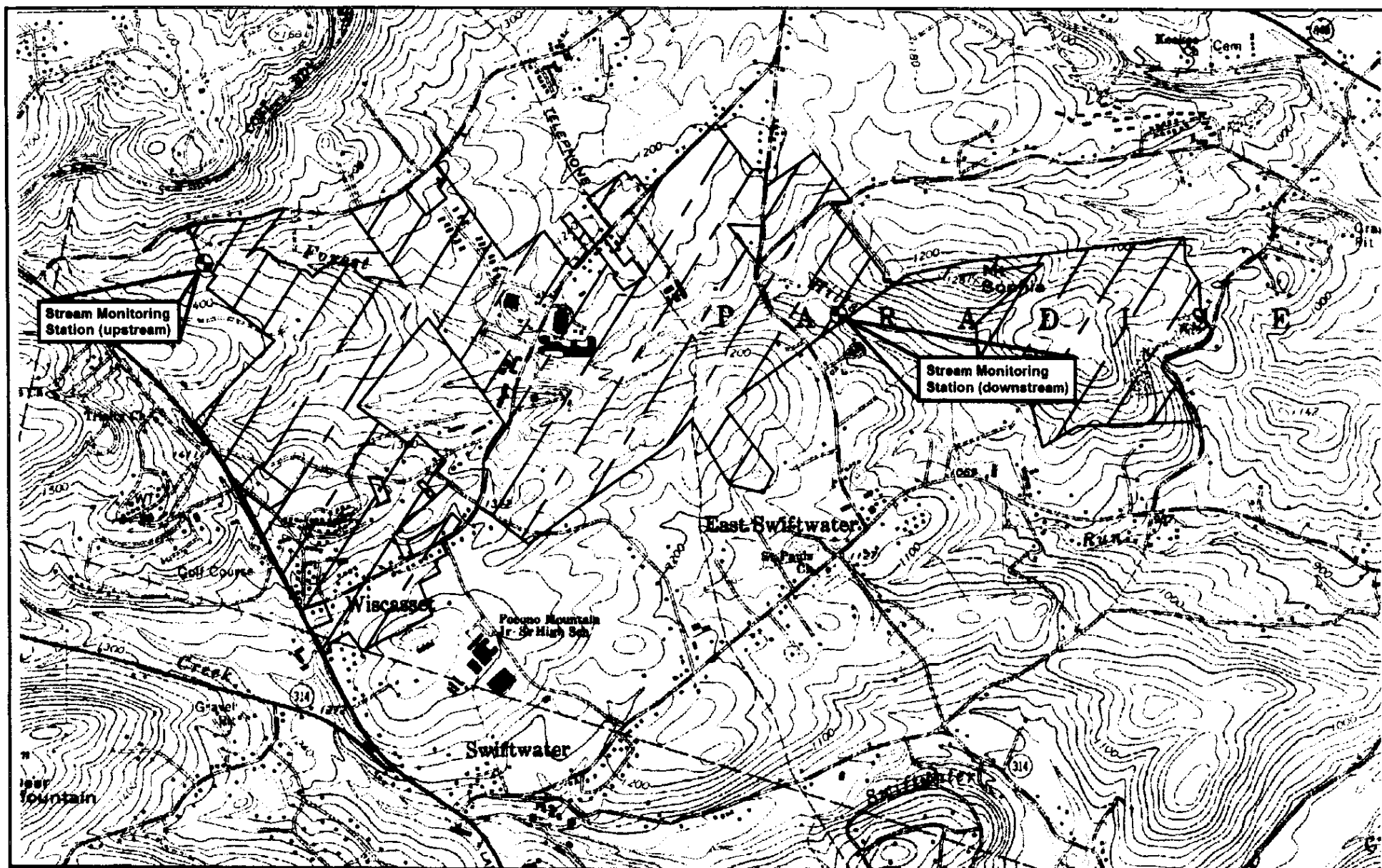


Figure 3 - Stream Monitoring Stations at Mt. Airy

(source: Caco Associates, Inc., 2007)

Table 1 - Parameters and Methods Used for Lake and Stream Chemistry Monitoring

Parameter	Number of Samples	Sample Matrix	Analytical Method	Holding Time	Sample Preservation	MDL (mg/L)
Dissolved Reactive Phosphorus***	24	Water	SM*4500-P Method E	40 hours	Filter Immediately, Refrigerate to 4°C	0.001
Total Phosphorus	24	Water	SM*4500-P Methods B&E	2 Days, Maximum of 28 days	Acidify w/H ₂ SO ₄ to pH<2, Refrigerate to 4°C	0.002**
Nitrate+Nitrite Nitrogen	24	Water	SM*4500-NO ₃ Method E	14 Days, Maximum of 28 days	Acidify w/H ₂ SO ₄ to pH<2, Refrigerate to 4°C	0.01
Ammonia Nitrogen	24	Water	SM*4500-NH ₃ Methods D&E	7 Days, Maximum of 28 days	Acidify w/H ₂ SO ₄ to pH<2, Refrigerate to 4°C	0.1
Total Kjeldahl Nitrogen	24	Water	SM*4500-N _{ORG} Method C, or B for low N _{ORG}	7 Days, Maximum of 28 days	Acidify w/H ₂ SO ₄ to pH<2, Refrigerate to 4°C	0.1
Total Suspended Solids	24	Water	SM*2540D	7 Days	Refrigerate to 4°C	1.0
Chlorophyll a	6	Water	SM*10200H-2	Filter - 3 Weeks Frozen	Raw Sample - Opaque Bottle, Refrigerate to 4°C & Filter ASAP. Filtered Sample - Analyze Immediately or Freeze.	0.1 mg/m ³

* Standard Methods for Examination of Water and Wastewater, 21st Edition

** As proven by lab, if possible.

Vegetation Management

The Greenway Land shall be monitored monthly during June through September, annually, to document and treat invasive and exotic plant problems. During each monitoring event, the aquatic (open water and wetlands areas) and terrestrial areas of the Greenway Land will be thoroughly inspected for new infestations of invasive and exotic plants. Any such species encountered shall be treated immediately using the most accepted Best Available Technologies and consistent with Local, State, and Federal regulations. Non-target species, such as native plants, shall not be affected by the treatment of the invasive/exotic species to the extent practicable based on the treatment method.

The 16.75-acre lake within the Greenway Land shall be treated as necessary using Best Available Technologies to maintain an overall coverage of 20-25% by native aquatic plant species. The lake shall be evaluated for plant coverage and species composition during each of the monthly lake monitoring events described in the Lake Monitoring section of this plan. Exotic aquatic species shall be treated immediately upon observation.

Annual Report

Annual reports entitled "Mount Airy Greenway Land Annual Monitoring Study" will be prepared and submitted to the Township no later than January 31 of each monitoring year. This report will describe in detail the results of that year's monitoring of the Greenway Land. All water quality parameters, including vertical profile data for temperature and dissolved oxygen collected for the lake, will be represented graphically and discussed in detail. As part of this task, the Consultant will analyze all past data for the lake and stream monitoring stations (from all prior years of monitoring) for relevant trends for all parameters measured. Statistical software will be used for data graphing and analyses. Raw data shall be included as an appendix. The current trophic conditions, or health, of the lake will be evaluated based on Carlson's Trophic State Index modeling. A macrophyte coverage map, by species, will be developed and included in the final report.

Based on the analyses of all water quality data, field data, and watershed information, the Consultant will develop applicable management recommendations that will be included in the final report.

The annual report shall also report on the overall state of the Greenway Land, including a summary of all management activities as reported by Mount Airy #1, an assessment of ecological condition, a general assessment of the condition for all facilities, and recommendations for operation and maintenance required to gain general consistency with the intent of this plan and the conservation easement established for the Greenway Land.

APPENDIX A

Glossary

Alien species - any species, including its seeds, eggs, spores, or other biological material capable of propagating that species, that is not native to a particular ecosystem

Arborist - tree specialist, expert in the cultivation and care of trees

Baseflow conditions - low flow, non-stormflow conditions; flow not comprised of overland stormwater runoff, including melt-water from frozen precipitation

Best Available Technologies - methods and/or means which are the currently highest quality that can be obtained and/or implemented to maximize the desired outcome

Biomass - measured quantity of living material

Benthic macroinvertebrates - invertebrates visible to the unaided eye that live on the bottom of waterbodies (i.e. insect larvae, snails, crayfish, etc.)

Biological Survey - collecting, processing, and analyzing a representative portion of the resident biological community to determine its structural and/or functional characteristics

Common Facilities - neighborhood uses such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses specifically excluding motorized vehicle use, rifle ranges, and other uses similar in character and potential impact as determined by the Board of Supervisors

Composite sample - a portion of a medium composed of volumetrically equal portions of that medium

Conservation easement - the right to do something or the right to prevent something over the real property of another for the primary purpose of protecting, managing, restoring, and/or preserving the natural qualities of that real property

Dissolved Oxygen - oxygen (as O₂) which is found in a liquid

Ecosystem - the complex of a community of organisms and its environment

Eradicate - to rid or do away with something

Exotic Species - plants, animals, fungi or other organisms that have been accidentally or purposefully introduced to an area outside of their origin

Greenway Land - that portion of a tract proposed for a conservation subdivision or master development plan that is set aside for conservation through restricted uses, design,

maintenance, and ownership in accordance with Section 160-21-C of the Code of Paradise Township

Floodplain – the lands adjoining a river or stream that have been or may be expected to be inundated by floodwaters in a one-hundred-year-frequency flood

Impoundment – a retention or detention basin designed to retain stormwater runoff and release it at a controlled rate

Invasive species – an alien species whose introduction does or is likely to cause economic or environmental harm or harm to human health

Invasive exotic species – a species outside of its native range that can or does negatively impact ecological and human systems, including biodiversity. (threatens the survival or reproduction of native plants or animals or threatens to reduce biological diversity) (from EPA - an alien species whose introduction does or is likely to cause economic or environmental harm or harm to human health)

Macrophyte – a plant found in an aquatic environment, and which is identifiable to the unaided eye

MDL (from table 1 (water chemistry table) last column) – minimum detection limit; lowest quantity at which something is to be measured

Noxious plant life – plant life considered by a government agency to be injurious to public health, agriculture, recreation, wildlife, or property

Passive recreation – recreational uses which can be carried out with little alteration or disruption to the area in which they are performed including, but not limited to hiking, biking, and picnicking provided no impervious surfaces or structures are constructed

Photic zone composite sample – a sample which is collected by combining volumetrically equal proportions collected from within the light zone in a water body. The light zone is generally considered to be two times the depth of the measured Secchi Disk Transparency (the depth to which light penetration is measured from a waterbody surface using a standard limnological Secchi disk)

Phytoplankton – microscopic plants, or algae

Primary Conservation Areas – Lands comprising ponds, lakes, riparian buffers, and steep slopes

Riparian Buffer – The area included within 100 feet of the centerline of any named tributaries within the Paradise Creek Watershed and within 75 feet of the centerline of any unnamed tributaries within the Paradise Creek Watershed as identified by the Monroe County Planning Commission, or within 25 feet of any 100-year floodplain boundary, whichever is greater, or within 25 feet of any wetland. Riparian buffers shall include the watercourses and wetlands contained within the buffer area, thereby including floodways, floodplains and wetlands in their entirety. Riparian buffers shall exclude earth disturbance

associated with wetland and stream crossings permitted by the Pennsylvania Department of Environmental Protection and/or the United States Army Corps of Engineers, and construction permitted in compliance with Chapter 65 of the Paradise Township Code of Ordinances (Floodplain Management)

ROW – right-of-way; the total width of any land reserved or dedicated as a road, alley crosswalk or for other public or private purposes

Secchi Disk Transparency - the depth to which light penetration is measured from a waterbody surface using a standard limnological Secchi disk

Secondary Conservation Areas – Features, such as moderate slopes, woodlands, areas that provide habitat to rare and/or endangered species, historic resources, cultural resources, rural roads, viewsheds, and trails such as those depicted on the Map of Potential Conservation Areas, to be included preferentially in greenway lands

Species - a group of organisms all of which have a high degree of physical and genetic similarity, generally interbreed only among themselves, and show persistent differences from members of allied groups of organisms

Steep Slope – Areas in excess of 2000 square feet with twenty-five (25) percent slope or greater as measured over a minimum vertical distance of six (6) feet, or three contiguous contour segments at two (2) foot contour intervals (i.e., slope twenty-five (25) feet vertical or more over and average distance of one-hundred (100) feet horizontal)

Stormflow conditions – high flow; flow (as within a stream, swale, ditch, etc.) comprised partially or entirely of overland stormwater runoff, including melt-water from frozen precipitation

Stormwater – see Stormwater Runoff

Stormwater Best Management Practices – currently acceptable methods implemented for maximized treatment of stormwater

Stormwater Runoff – that part of precipitation which flows over the land (surface runoff), excluding that portion which infiltrates or is evapotranspired

Tributary – a watercourse that contributes to another watercourse or waterbody

Water column - a section of water extending from the surface of a body of water to its bottom

Watercourse – a stream of water, river, brook, creek or a channel or ditch for water, whether natural or man-made

Wetland – areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas

APPENDIX B

Schedule for Annual Trail Maintenance Program

December, January and February

Trails maintenance work in the winter months can continue dependent on weather conditions. Typical winter trail work may include:

- Trash pick-up and removal.
- Removal of dangerous trees or tree limbs.
- Clearing free-hanging vines on trees in ROW.
- Minor repairs to trails (erosion repair, etc.)
- Inspect and repair/replace signs, etc. as needed.
- Minor repairs to structures, fences, and bridge railings.
- Keep drainage ways clear and clean out culverts as required.
- Keep bridge deck surfaces clear and fencing/railing free of vegetation.

March

- Trash pick-up and removal.
- Trail-wide inspection for Winter damage. Schedule repair work over the next two to three months.
- Obtain bare-root and other tree and shrub plant materials for Spring re-vegetation projects.
- Install Spring plantings (continue into April).
- Distribute/post information about major trail repair and expansion projects for the Spring.
- Remove downed trees on trails only as required.
- Keep drainage ways clear and clean out culverts as required.
- Keep bridge deck surfaces clear and fencing/railing free of vegetation.

April

- Bridge/structure inspections (every other year) staggered schedule.
- Trash pick-up and removal.
- Complete tree and shrub plantings, as required.
- Begin major trail improvements projects.
- Prepare and seed areas to prevent erosion.
- Remove downed trees on trails only as required.
- Keep drainage ways clear and clean out culverts as required.
- Keep bridge deck surfaces clear and fencing/railing free of vegetation.

May

Trash pick-up and removal.
Complete Spring plantings.
First treatment of invasive/exotic species.
Continue trail repair.
Remove downed trees on trails only as required.
Keep drainage ways clear and clean out culverts as required.
Keep bridge deck surfaces clear and fencing/railing free of vegetation.
Trim (first time) herbaceous and shrubby vegetation which is overhanging the trail surface.

June

Trash pick-up and removal.
Continue trail repair.
Remove downed trees on trails only as required.
Keep drainage ways clear and clean out culverts as required.
Keep bridge deck surfaces clear and fencing/railing free of vegetation.

July

Trash pick-up and removal.
Continue trail repair.
Undertake second treatment of invasive exotic species.
Remove downed trees on trails only as required.
Keep drainage ways clear and clean out culverts as required.
Keep bridge deck surfaces clear and fencing/railing free of vegetation.
Trim (second time) herbaceous and shrubby vegetation which is overhanging the trail surface.

August

Trash pick-up and removal.
Continue trail repair.
Distribute/post information about major trail repair and expansion projects for the Fall.
Plan for Fall planting, if required.
Remove downed trees on trails only as required.
Keep drainage ways clear and clean out culverts as required.
Keep bridge deck surfaces clear and fencing/railing free of vegetation.

September

Trash pick-up and removal.
Continue trail repair.
Undertake third treatment of invasive exotic species.
Remove downed trees on trails only as required.
Keep drainage ways clear and clean out culverts as required.
Keep bridge deck surfaces clear and fencing/railing free of vegetation.
Trim (third time) herbaceous and shrubby vegetation which is overhanging the trail surface.

October

Trash pick-up and removal.
Continue trail repair.
Complete Fall planting of balled and burlapped trees in "structured" areas (i.e. trail heads, picnic areas), if required.
Remove downed trees on trails as required.
Keep drainage ways clear and clean out culverts as required.
Keep bridge deck surfaces clear and fencing/railing free of vegetation.

November

Trash pick-up and removal.
Continue trail repair.
Remove downed trees on trails as required.
Keep drainage ways clear and clean out culverts as required.
Keep bridge deck surfaces clear and fencing/railing free of vegetation.

Annual Report

Annual reports entitled "Mount Airy Greenway Lands Annual Monitoring Study" will be prepared and submitted to the Township within 30 days after December 31 of each monitoring year. This report will describe in detail the results of that year's monitoring of the Greenway Lands. All water quality parameters, including vertical profile data for temperature and dissolved oxygen collected for the lake, will be represented graphically and discussed in detail. As part of this task, the Consultant will analyze all past data for the lake and stream monitoring stations (from all prior years of monitoring) for relevant trends for all parameters measured. Statistical software will be used for data graphing and analyses. Raw data shall be included as an appendix. The current trophic conditions, or health, of the lake will be evaluated based on Carlson's Trophic State Index modeling. A macrophyte coverage map, by species, will be developed and included in the final report.

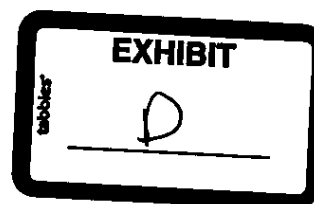
Based on the analyses of all water quality data, field data, and watershed information, the Consultant will develop applicable management recommendations that will be included in the final report.

The annual report shall also report on the overall state of the Greenway Lands, including a summary of all management activities as reported by Mount Airy #1, an assessment of ecological condition, a general assessment of the condition for all facilities, and recommendations for operation and maintenance required to gain general consistency with the intent of this plan and the conservation easement established for the Greenway Lands.

E:\WPDOCS\Maria\Paradise\Mount Airy-O M Plan - Greenway Lands (SBH 10-5-07) clean.DOC

EXHIBIT "D"

Subject to that Open End Mortgage and Security Agreement dated August 9, 2007 made by Mount Airy #1, L.L.C. as Mortgagor and J.P. Morgan Chase Bank, NA, as administrative agent on behalf of the Lenders, Mortgagee, and recorded on August 9, 2007 in Monroe County Record Book 2313 at pages 2076 et seq.



SUBORDINATION AGREEMENT

This Agreement made on the 10th day of October, 2007 by and between

THE TOWNSHIP OF PARADISE, a Pennsylvania municipality with offices located at R.R. #1, Box 1226, Cresco, PA 18326 (the "Township"),

JPMORGAN CHASE BANK, NA, as Administrative Agent ("Administrative Agent"),

AND

MOUNT AIRY #1, L.L.C., a Pennsylvania Limited Liability Company with its office located at 44 Woodland Road, Mount Pocono, PA 18344 ("Mount Airy").

RECITALS

Mount Airy is the owner of certain tracts pieces or parcels of land lying in the Township of Paradise which are subject to a mortgage given by Mount Airy to the Administrative Agent on behalf of the Secured Parties, dated August 9, 2007 and recorded in Monroe County Record Book 2313 at pages 2076-2167A ("Mortgage").

The Township and Mount Airy have entered into a Grant of Conservation Easement and Declaration of Restrictive Covenants (the "Conservation Easement") which affects that future use and development of those sections of the mortgaged premises described in Exhibit "A" attached hereto and incorporated herein by reference, (the "Greenway") which Conservation Easement will be filed of Record in the Office in and for the Recorder of Deeds in Monroe County;

The parties hereto desire and intend to subordinate and postpone the priority, operation and effect of the Administrative Agent's Mortgage on the Greenway, to the terms of the Conservation Easement.

Now therefore, for and in consideration of the sum of One Dollar (\$1.00) to each other in hand paid, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The security interest of the Administrative Agent perfected by the Mortgage as described herein will be and the same is by these presents, made subordinate, prior and inferior and postponed in priority, operation and effect to the priority, operation and effect of the Conservation Easement dated October 10, 2007, which will be filed in the Office of the Recorder of Deeds in and for Monroe County, simultaneously herewith.

2. In the event of the foreclosure of said Mortgage or other sale of said property described in said Mortgage under judicial or non-judicial proceedings, the same shall be sold subject to the Conservation Easement dated October 10, 2007, and recorded simultaneously herewith and which property is described in Exhibit "A" attached hereto and incorporated herein.

3. This Subordination Agreement does not apply to any parcels owned by Mount Airy #1, L.L.C. other than the Greenway.

EXHIBIT

E

4. This Subordination Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

Provided always, that, except as to the subordination described herein, that nothing herein contained shall in any way affect, alter or diminish the lien or encumbrances of the aforesaid Mortgage or in any way alter or affect the validity of the Mortgage or the remedies at law for recovering against the Mortgagor, or its successors and assigns.

In Witness Whereof, the parties hereto have set their hands and seals, intending to be legally bound hereby.

JPMorgan Chase Bank, NA
as Administrative Agent

By: _____

Name:

Title:

Mount Airy #1, L.L.C.

By: _____

Name:

Title:

Louis DeNaples
Sole Member

Paradise Township

By: _____

Name: DENNISE E. REESLER

Title: CHAIRMAN

4. This Subordination Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

Provided always, that, except as to the subordination described herein, that nothing herein contained shall in any way affect, alter or diminish the lien or encumbrances of the aforesaid Mortgage or in any way alter or affect the validity of the Mortgage or the remedies at law for recovering against the Mortgagor, or its successors and assigns.

In Witness Whereof, the parties hereto have set their hands and seals, intending to be legally bound hereby.

JPMorgan Chase Bank, NA
as Administrative Agent

By: _____

Name: _____

Title: _____



Donald Shokrian
Managing Director

Mount Airy #1, L.L.C.

By: _____

Name: _____

Title: _____

Paradise Township

By: _____

Name: _____

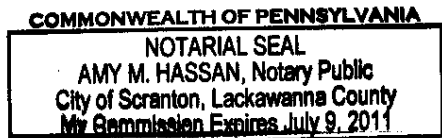
Title: _____

STATE OF PENNSYLVANIA :
COUNTY OF Lackawanna : SS.

On this the 10th day of October, 2007, before me, a Notary Public, the undersigned member, personally appeared Louis DeNaples, who acknowledged himself to be the Sole Member of MOUNT AIRY #1, L.L.C., and that he, as such member, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such member.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this date and year first above mentioned..

Amy M. Hassan
Notary Public
My Commission Expires: July 9, 2011



STATE OF PENNSYLVANIA

:

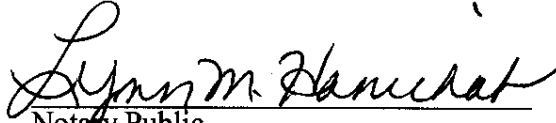
SS.

COUNTY OF LACKAWANNA

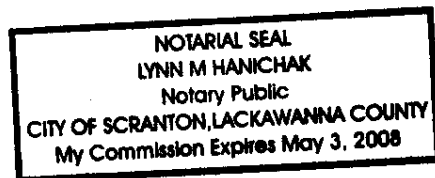
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On this 10TH day of October, 2007 before me, a Notary Public, the undersigned officer, personally appeared DENNIS E. KEESLER who acknowledged himself to be the CHAIRMAN of Paradise Township, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the township by himself as such representative.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this date and year first above mentioned.


Notary Public

My Commission Expires:



STATE OF NEW YORK

:

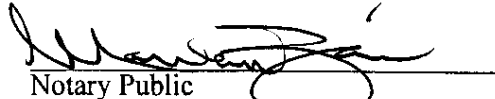
SS.

COUNTY OF NEW YORK

:

On this 10th day of October, 2007 before me, a Notary Public, the undersigned officer, personally appeared Donald Shokrian who acknowledged himself to be the Managing Director of JPMorgan Chase, Bank, N.A., and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the national association by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this date and year first above mentioned.


Notary Public
My Commission Expires.

MARIAN ZAI
Notary Public, State Of New York
No. 31-4888037
Qualified in Richmond County
Term Expires March 30, 20 11

Exhibit A
Subordination Agreement

Conservation Easement Plan as "Greenways Dedication Plan", consisting of Sheet numbers LD 5, and 5A through 5I, LD-6 and 6A through 6G, prepared by CECO Associates, Inc. dated 9/07/07, last revised 10/08/07, as recorded in the office in and for the Recording of Deeds in Monroe County in Map Book 79
At page 202- on October 17, 2007.
219

WHEREAS, Owner intends, as owner of the Property, to convey to Township the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS, the Township is authorized to acquire interests in real Property to protect and conserve natural or scenic resources, to protect scenic areas, to preserve sites of historic, geologic or botanic interest, to promote sound, cohesive and efficient land development by preserving open spaces between communities, and for purposes consistent with the terms of the Conservation and Land Development Act (the "Conservation Act"), Pa. Stat. Ann. Title 32, Section 5001 et seq.; and

WHEREAS, Township agrees by accepting this Easement to honor the intentions of Owner stated herein and to preserve and protect, in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and for the further consideration of the sum of **One Dollar (\$1.00)** lawful money of the United States of America, the receipt of which is hereby acknowledged, and intending to be legally bound pursuant to the laws of Pennsylvania, Owner, heirs, successors and assigns hereby voluntarily grants, agrees, declares and conveys as follows:

A. Incorporation

The "Whereas" clauses are hereby incorporated in this Agreement as if set forth in full herein.

B. Statement of Grant

Owner hereby voluntarily, unconditionally and absolutely grants and conveys unto Township, its successors and assigns, an Easement in Gross and a Declaration of Restrictive Covenants, in perpetuity, over the Property, as more particularly hereinafter set forth exclusively for the purposes of preserving and protecting the present natural, scenic, open space, agricultural, historic, and water resource values of the Property (such purposes hereinafter referred to as the "Conservation Purposes"). Township hereby accepts this Easement and agrees to hold it exclusively for such Conservation Purposes.

C. General Objectives, Goals, Permitted Improvements and Permitted Uses for the Conservation Easement Area

1. Resource Protection Objectives.

- (a) **Water Resources.** This Conservation Easement seeks to protect the quality of water resources by maintaining buffer within the vicinity of streams, wetlands and other water resources described in the Baseline Documentation. Stormwater runoff controls in the developed area of the property and preservation of conservation cover on Steep Slopes are also implemented to protect water resources. These measures help to protect water resources from sediment and non-point pollution and promote the infiltration, detention and natural filtration of storm water. The restrictions also preserve habitat for Native Species dependent on water resources.
- (b) **Forest and Woodland Resources.** This Conservation Easement seeks to promote biological diversity and to perpetuate and foster the growth of a healthy and unfragmented forest or woodland. Features to be protected include Native

Species; contiguous canopy with multi-tiered under story of trees, shrubs, wildflowers and other herbaceous vegetation; natural habitat, breeding sites and corridors for the migration of birds and wildlife. Species other than Native Species often negatively affect the survival of Native Species and disrupt the functioning of ecosystems. Trees store carbon, offsetting the harmful by-products of burning fossil fuels and trap air pollution particulates, cleaning air.

- (c) **Wildlife Resources.** This Conservation Easement seeks to protect large intact areas of wildlife habitat and connect patches of wildlife habitat. Large habitat patches typically support greater biodiversity and can maintain more ecosystem processes than small patches. Large intact habitats allow larger, healthier populations of a species to persist; thus, increasing the chance of survival over time. Fragmentation of large habitats often decreases the connectivity of systems, negatively affecting the movement of species necessary for fulfilling nutritional or reproductive requirements.
- (d) **Scenic Resources.** This Conservation Easement seeks to preserve the relationship of scenic resources within the Property to natural and scenic resources in its surrounds and to protect scenic vistas visible from public rights-of-way and other public access points in the vicinity of the Conservation Easement Area.
- (e) **Sustainable Land Uses.** This Conservation Easement seeks to ensure that Agriculture, Forestry, and other uses, to the extent that they are permitted, be conducted in a manner that will neither diminish the biological integrity of the Conservation Easement Area nor deplete natural resources over time nor lead to an irreversible disruption of ecosystems and associated processes. Agricultural and Forestry activities are regulated so as to protect soils of high productivity; to ensure future availability for Sustainable uses; and to minimize adverse effects of Agricultural and Forestry uses on water resources described in the Conservation Objectives.

2. **Goals.** The Conservation Easement Area consists of two areas of land. They are:

- (a) **Primary Conservation Easement Area.** The Primary Conservation Areas seeks to protect natural resources within the Conservation Easement Area so as to keep them in an undisturbed state except as required to promote and maintain a diverse community of predominantly Native Species and to accommodate passive recreational uses such as nature trails, as outlined in the "Mount Airy Greenway Conservation Plan" and to accommodate stormwater conveyances in compliance with Chapter 123 of the Paradise Township Ordinances.
- (b) **Secondary Conservation Easement Area.** The Secondary Conservation Areas seeks to prohibit future development except as necessary to create trails, active recreation facilities, stormwater management facilities and to install subsurface septic disposal systems or spray irrigation facilities.

3. **Permitted Improvements.**

- (a) **Primary Conservation Easement Area.** No Improvements are permitted within the Primary Conservation Easement Area, except as necessary to accommodate passive recreational uses and stormwater conveyances such as:

- (1) trails as outlined in the "Mount Airy Greenway Conservation Plan" covered (if at all) by wood chips, clean gravel, or other highly porous surface of natural material(s), with low-impact footbridges, boardwalks, stream access structures, and other facilities appurtenant to such trails and natural area use. All proposed trails and other natural area facilities shall be subject to Review by the Township, shall be in accordance with all Local, State, and Federal Regulations, and shall have all required permits and approvals prior to any installation and construction.
 - (2) Regulatory Signs approved by the Township.
 - (3) Wildlife habitat improvement devices such as birdhouses and bat houses, and aquatic habitat improvement devices where watercourses are present within the Conservation Easement Area.
 - (4) Stormwater Conveyances in accordance with Chapter 123 of the Paradise Township Ordinance.
- (b) **Secondary Conservation Easement Area.**
- (1) **Existing Improvements.** Any Existing Improvement as noted in the Existing Resources Site Analysis Plan may be maintained, repaired and replaced in its existing location. Existing Improvements may not be expanded or relocated except with Township approval.
 - (2) **Existing Agreements.** Activities, uses and Construction that Owners are required to allow under Existing Agreements as agreed to by Township and Owner.
 - (3) **Disturbance of Resources.** The following activities are permitted uses within the Conservation Easement Area:
 - (i) Planting a diversity of Native Species of trees, shrubs and herbaceous plant materials in accordance with Best Management Practices.
 - a. Planting of invasive plants is not permitted. Invasive Plants are defined as plant species that is (a) non-native (or alien) to the ecosystem under consideration; and (b) whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, Owner shall refer to information on Invasive Species included in the Baseline Documentation or publications or lists such as the USDA Federal Noxious Weed List, The Pennsylvania Code (7 Pa. Code § 110.1.) Noxious weed control list, "Invasive Plants in Pennsylvania" by the Pennsylvania Department of Conservation and Natural Resources, Bureau of Forestry, "Plant Invaders of the Mid Atlantic Natural Areas", by the National Park Service National

Capital Region, Center for Urban Ecology and the U. S. Fish and Wildlife Service, Chesapeake Bay Field Office are to be used to identify Invasive Species.

- (ii) Removal and disturbance of soil, rock and vegetative resources to the extent reasonably necessary to accommodate Construction of and maintain access to Improvements within the Conservation Easement Area with restoration as soon as reasonably feasible by replanting with a diversity of Native Species of trees, shrubs and herbaceous plant materials in accordance with Best Management Practices.
 - (iii) Vehicular use (including motorized vehicular use) in connection with an activity permitted within the Conservation Easement Areas or otherwise in the case of emergency.
 - (iv) Cutting dead trees within the Conservation Easement Area for use as firewood.
 - (v) Cutting of trees for timber in accordance with a Forestry Management Plan approved by the Township. In the absence of a forestry management plan, trees may be cut or removed for the following purposes:
 - a. To remove trees that pose a hazard in areas along access roads, trails, or other areas of concentrated human use.
 - b. To remove trees using Best Management Practices that are non-native, exotic species.
 - c. To remove trees required for utilities such as electric, gas, and telephone that are needed to serve the permitted uses in the Easement Area.
 - (vi) Subject to Review by Township, removal of vegetation to accommodate replanting with a diversity of Native Species of trees, shrubs and herbaceous plant materials. However, no cutting or removal is permitted in the Easement Area of any plants that are identified in the *Plants of Special Concern in Pennsylvania* as maintained by the Pennsylvania Natural Diversity Inventory (PNDI) and the Pennsylvania Natural Heritage Program, the *Natural Areas Inventory of Northampton County*, or are identified by the Commonwealth of Pennsylvania or as "Historic Trees."
- (4) **Additional Improvements.** The following Additional Improvements are permitted in the Secondary Conservation Easement Area only:
- (i) Utility Improvements and Site Improvements servicing activities, uses or Improvements permitted within the Property,

or as approved by the easement holder(s) for consistency with conservation values.

- (ii) Fences, walls and gates along the boundary of the Conservation Easement Area within the interior of the property.
- (iii) Information and directional signs approved by the Township.
- (iv) Wildlife habitat improvement devices such as birdhouses and bat houses, and aquatic habitat improvement devices where watercourses are present within the Conservation Easement Area.
- (v) Trails covered (if at all) by wood chips, clean gravel, or other highly porous surface of natural material(s), with low-impact footbridges, boardwalks, stream access structures, and other facilities appurtenant to such trails and natural area use. All proposed trails and other natural area facilities shall be subject to Review by the Township, shall be in accordance with all Local, State, and Federal Regulations, and shall have all required permits and approvals prior to any installation and construction.
- (vi) Subject to Review by the Township, Access Drives and Utility Facilities to service Improvements within the Conservation Easement Area but only if there is no other reasonably feasible means to provide access and utility services to the Conservation Easement Area. All proposed Access Drives and Utility Facilities shall be subject to Review by the Township, shall be in accordance with all Local, State, and Federal Regulations, and shall have all required permits and approvals prior to any installation and construction.

4. Permitted Uses.

- (a) The following activities and uses are permitted within the Primary Conservation Easement Area: Passive recreation uses such as nature preserves and trails and activities required to promote and maintain a diverse community of predominately native species and stormwater conveyances in compliance with Chapter 123 of the Paradise Township Ordinances. Walking on trails, cross country skiing on trails, bird watching, nature study and other passive recreational uses, together with other educational or scientific activities consistent with the Conservation Objectives are permitted in the Primary Conservation Easement Area.
- (b) The following activities and uses are permitted within the Secondary Conservation Easement Area:

- (1) Conservation of open land in its natural state (for example, woodland, fallow field, or managed meadow).
- (2) Existing agricultural and horticultural uses. No existing agricultural and horticultural uses may be expanded or new uses established except with approval of the Township. Specifically excluded are intensive agriculture, such as commercial greenhouses and commercial livestock operations, including, but not limited to, concentrated animal feeding operations.
- (3) Forestry, in keeping with established best management practices for selective harvesting and sustained yield forestry and Section 160-12(A)(27) of the Zoning Ordinance.
- (4) Neighborhood uses such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses specifically excluding motorized vehicle uses, rifle ranges, and other uses similar in character and potential impact, if permitted as a conditional use by the Board of Supervisors.
- (5) Active recreation areas, such as play fields, playgrounds, courts, pastureland for horses, equestrian facilities, hunting, fishing, golf courses and bikeways, provided such areas do not consume more than half of the Conservation Easement Area. Play fields, playgrounds, and courts shall not be located within 100 feet of abutting properties. Parking spaces for the facilities shall also be permitted in compliance with Section 160-16 of the Zoning Ordinance.
- (6) The following activities and uses are permitted within the Secondary Conservation Easement Area: Passive recreation uses such as nature preserves and trails and activities required to promote and maintain a diverse community of predominately native species and stormwater conveyances in compliance with Chapter 123 of the Paradise Township Ordinances. Walking on trails, cross country skiing on trails, bird watching, nature study and other passive recreational uses, together with other educational or scientific activities consistent with the Conservation Objectives are permitted in the Secondary Conservation Easement Area.
- (7) Existing water supply systems. Owner may extend the water system as shown on the final land development plan and PADEP Permit No. 2450677; however, the water system may not be expanded and no wells drilled beyond the three (3) which are currently permitted and/or water tanks erected beyond what has already been given land development plan approval without the approval of the Township in accordance with the ordinances then in effect.
- (8) Sewage disposal systems, and stormwater best management practices designed, landscaped, and available for use as an integral part of the Conservation Easement Areas.

- (9) Easement for drainage, access, sewer or water lines, or other public purposes.
- (10) Underground utility rights-of-way. Above-ground utility and street rights-of-way may traverse the Secondary Conservation Easement Area.

D. Restriction on Use

In order to accomplish, safeguard, and promote the Conservation Purposes of the Easement set forth in Paragraph 1 above, Owner hereby declares and covenants that the following restrictions are hereby imposed and shall apply forever to the use and enjoyment of the Property:

1. Notwithstanding anything herein to the contrary, Owner remains solely responsible for obtaining any applicable governmental permits and approvals for any construction, use, or activity of the Property permitted by this Easement, and all such construction, use, or activity shall be undertaken in accordance with all applicable laws, regulations, and requirements of the Paradise Township Zoning Ordinance and the Paradise Township Subdivision and Land Development Ordinance (the "Township Ordinances"). In the event of a conflict between the provisions of this Easement and the Township Ordinances, that provision most restrictive shall control, but in no event shall any of the provisions of this Easement or the Township Ordinances be annulled.
2. No signs, billboards, or outdoor advertising structures shall be placed, erected, or maintained on the Primary Conservation Easement Areas other than a reasonable number of signs each not to exceed four (4) square feet for the following purposes:
 - (a) To advertise activities permitted under the terms of this Easement; and
 - (b) To post the Property against activities either prohibited or not specifically permitted under the provisions of this Easement.

Provided, however, this subparagraph 2 shall not limit the right of Township to display in the Property, at its discretion, such signs as it may customarily use to identify lands under conservation easement to Township and the terms of such easement, provided such signs do not materially detract from Owner's use and enjoyment of the Property.

3. No quarrying, excavation, depositing, or removal of rocks, minerals, gravel, sand, soil, or other similar materials from the Property shall occur, except in connection with an activity or construction permitted herein.
4. No damming, diking, draining, filling or alteration of streams, ponds, or wetlands shall occur in the Primary Conservation Easement Area, except for restorations thereof or improvements thereto with prior written approval of Township.
5. No cutting of trees in the Primary Conservation Easement area, except in accordance with paragraph B.4.(b).4.vi.
6. No dumping, depositing, abandoning, discharging, or release of any trash, waste or debris or any gaseous, liquid, or solid hazardous wastes, substances, materials, or debris

of whatever nature on, in, over, or under the ground or into surface or ground water of the Property shall occur, except as permitted by law and only for the following purposes:

- (a) Treated sanitary sewage effluent as permitted by the Pennsylvania Department of Environmental Protection; and
- (b) Biological material (such as compost piles), provided the source material is produced on the Property, and chemical substances used in agricultural or horticultural activities, so long as such substances are used and disposed of in accordance with the manufacturer's recommended application rates and procedures and applicable laws.
- (c) Piling of brush and other vegetation to the extent reasonably necessary to accommodate an activity permitted within the Conservation Easement Area under this Conservation Easement.

E. Density Limitations

The Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of the Township, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Property. Notwithstanding the foregoing, Owner is entitled to develop 531 residential units as set forth in the Revised Conditional Use approval for Phase I of the project.

F. Notice, Approval And Discretionary Consent

In order to monitor compliance with the Conservation Purposes, Owner shall notify (hereinafter "Owner's Notice") Township, in writing, no less than sixty (60) days prior to undertaking any activities either permitted under paragraph B or prohibited under paragraph C but deemed desirable due to unforeseen or changes circumstances. Owner's Notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to enable Township to make informed judgments as to its consistency with the Conservation Purposes of this Easement.

Township may give its permission only if it determines that such activities: (1) do not violate the Conservation Purposes of this Easement; and (2) either enhance or do not impair any significant conservation interests associated with the Property. Township's approval or disapproval must be in writing and given to Owner within sixty (60) days of receipt of Owner's Notice. In no event, however, shall Township agree to any activities that would result in the termination of this Easement or the development of any residential, commercial or industrial structures not provided for herein.

G. Development and Subdivision of Property

In accordance with the requirements of Section 160-21-c.F(1) of the Zoning Ordinance, all Conservation Easement Areas, whether primary or secondary, shall be permanently restricted from future subdivision and development, except as set forth herein.

H. Township's Remedies

1. **Notice of Violation; Corrective Action.** If Township determines that Owner is in violation of the terms of this Easement or that a violation is threatened, Township shall give written notice to the Owner of such violation and demand that Owner undertake corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the Conservation Purposes of this easement, to restore the portion of the Property so injured.
2. **Requests for Permits and Land Development Approval.** Township shall not be required to accept any applications for permits, for subdivision or land development approval, or any other applications filed pursuant to the Ordinances of Paradise Township if Owner is in violation of the terms of this Conservation Easement until Owner has come into compliance. Furthermore, if Owner is found to be violating the terms of this Conservation Easement during the review of an application for a permit or approval, the permit or approval shall not be issued until the Owner is in compliance with the terms of this Conservation Easement. If Owner is found to be violating the terms of this Conservation Easement during the review of an application for subdivision or land development plan approval, the approval of the application shall be conditioned upon the Owner coming into compliance with the terms of this Conservation Easement and the final plans shall not be signed or recorded until the Owner is in compliance with the terms of this Conservation Easement. Notwithstanding the foregoing, if the Owner is in the process of correcting a violation and is working diligently and continuously to correct the violation, this Section shall not apply. However, if Owner ceases to work diligently and continuously to cure the violation, this Paragraph shall be in full force and effect and applicable to any application for a permit or approval pending before the Township.
3. **Injunctive Relief.** If Owner fails to cure the violation within thirty (30) days after receipt of notice thereof from Township or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation until finally cured, and Township have subsequently failed to mutually determine resolution of the failed cure, Township may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this easement including damages for the loss of Conservation Values and to require the restoration of the Property to the condition that existed prior to any such injury.
4. **Damages.** Without limiting Owner's liability therefore, Township, in sole discretion, may apply damages recovered to the cost of undertaking any corrective action on the property.
5. **Emergency Enforcement.** If Township in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Property, Township may pursue its remedies under this section 5 without prior notice to Owner or without waiting for the period provided for

cure to expire, provided that Owner notifies Township by phone or electronic facsimile immediately prior pursuing its remedies under this Paragraph.

6. **Scope of Relief.** Township's rights under this section 5 apply equally in the event of either actual or threatened violations of the terms of this Easement, and Owner agrees that Township's remedies at law for any violation of the terms of this Easement are inadequate and that Township shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Township may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Township's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
7. **Costs of Enforcement.** Any costs incurred by Township in enforcing the terms of this Easement against Owner, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Owner's violation of the terms of this Easement shall be borne by Owner. If Owner prevails in any action to enforce the terms of this Easement, Owner's costs of suit including, without limitation, attorneys' fees, shall be borne by Township.
8. **Township's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of any forbearance by Township to exercise rights under this Easement in the event of any breach of any term of this Easement by Owner shall not be deemed or construed to be a waiver by the Township of such term or of any subsequent breach of the same or any other term of this Easement or of any of Township's rights under this Easement. No delay or omission by Township in the exercise of any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver.
9. **Waiver of Certain Defenses.** Owner hereby waives any defense of laches, estoppel, or prescription.
10. **Acts Beyond Owner's Control.** Nothing contained in this Easement shall be construed to entitle Township to bring any action against Owner for any injury to or change in the Property resulting from causes beyond Owner's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

I. Owner's Obligations

1. **Costs and Liabilities.** Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Owner shall keep the Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Owner.
2. **Taxes.** The Owner agrees to pay any real estate taxes or other assessments levied on the Property. If the Owner becomes delinquent in payment of said taxes or assessments, such that a lien created against the Property is to be executed upon, Township; at their option,

shall, after written notice to the Owner, have the right to purchase and acquire the Owner's interest in the Property by paying funds to discharge said lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Township's interest in the Property and to assure the continued enforceability of this Easement.

3. **Environmental Compliance.** Owner represents and warrants that, after reasonable investigation and to the best of Owner's knowledge that there is no substance defined, listed, or otherwise classified pursuant to any Federal, State, Local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, other than licensed agricultural chemicals, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, or from or across the Property.
4. **Maintenance.** The Conservation Easement area shall be maintained by the Owner in accordance with the terms of the "Operation and Maintenance Plan for Greenway Lands and Common Facilities" attached hereto as Exhibit "C" and incorporated herein by reference.
5. **Hold Harmless.** Owner hereby releases and agrees to hold harmless, indemnify, and defend Township, and its respective members, directors, officers, employees, agents, and contractors and the heirs, personal representative, successors, and assigns of each (collectively "Indemnified Parties") from and against all liability, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with any Federal, State or Local law, regulation, or requirement, including, without limitation, CERCLA, (or successor toxic waste or hazardous substance laws or regulations) by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the obligations specified in paragraphs 11.1 and 11.2; and (4) the existence or administration of this Easement.

J. Extinguishment, Condemnation, And Proceeds

1. **Extinguishment.** If circumstances arise in the future such as to render the Conservation Purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Township shall be entitled after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Pennsylvania law at the time, in accordance with paragraph I.3. Township shall use all such proceeds in a manner consistent with Conservation Purposes. Township, Owner, and any successors in interests, shall exhaust all legal remedies in order to preserve and protect the Conservation Purposes of this Easement. Owner shall cooperate with Township in Township's performance of its obligations under this paragraph I.1.

2. **Condemnation.** If the easement is taken, in whole or in part, by exercise of the power of eminent domain, Township shall be entitled to compensation in accordance with applicable law. Township may share in such compensation, per the formula set forth in Paragraph I.3.
3. **Proceeds.** This Easement constitutes a real property interest immediately vested in Township, which, for the purposes of paragraph I., the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this Easement shall be determined by a qualified appraisal in keeping with the requirements of Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purpose of this paragraph I.3., the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

K. Amendment

1. **Primary Conservation Easement Area.** The terms governing the Primary Conservation Easement Area and the land designated as a Primary Conservation Area shall remain in perpetuity and shall not be subject to amendment.
2. **Secondary Conservation Easement Area.** If circumstances arise under which an amendment to or modification of this Easement as it applies to Secondary Conservation Easement Areas is appropriate, Owner shall make a written request to Township setting forth the proposed amendment. Township shall, in its sole discretion, determine whether an amendment is appropriate and Township's approval of an amendment shall not be unreasonable withheld. If the Owner seeks to remove land from the Secondary Conservation Easement, it must replace the land being removed with an equal or greater amount of land which is contiguous to the Greenway established under the Master Plan which shall enhance the conservation objectives which are sought to be protected by this Easement. In no event shall the amendments to the Secondary Conservation Easement Area be made more than ten years after the date of this Easement or affect more than twenty percent (20%) of the Secondary Conservation Easement Area designated by this Easement. Any amendment to the Secondary Conservation Easement Area shall be consistent with the Conservation Purposes of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Monroe County, Pennsylvania.

L. Assignment Of Township's Interest

Subject to the approval of the Owner, which approval shall not be unreasonably withheld, this Easement is transferable. The Easement shall first be offered to the County of Monroe. If the County of Monroe does not accept the Easement within ninety (90) days, the Easement may be assigned to a private organization, such an organization must at the time of transfer be a qualified organization under Section 170(h)(3) of the Internal Revenue Code and one which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code. Township shall require that the Conservation Values this Easement is intended to preserve will be protected and any necessary ecological management and monitoring

activities will be carried out by transferee. Township, agrees to give written notice to Owner, of intent to transfer at least thirty (30) days prior to the date of transfer.

M. Subordination

At the time of conveyance of this Easement, the Property is subject to the mortgage identified in Exhibit "D" attached hereto and incorporated by this reference, the holder of which has agreed by separate instrument identified in Exhibit "E," which will be recorded immediately after this Easement, to consent to the grant of this Conservation Easement and agrees that in the event of the foreclosure of said mortgage or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold subject to this Conservation Easement.

N. Subsequent Transfers

Owner agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, the transfer, mortgage or establishment of a leasehold interest on all individual parcels now constituting the Property and Easement Area. Evidence of conveyance shall contain language substantially as follows: "this conveyance is subject to a Conservation Easement which runs with, Paradise Township and should include pertinent dates and Land Record Book identification. Owner further agrees to give written notice to Township of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Owner to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

O. Maintenance and Assessment Obligations of Township

Township shall be under no obligation to maintain the Property or any portion thereof, or pay taxes or assessments thereon. Any action by Township such as maintenance of the Easement or any other act by Township to protect the Property shall be deemed merely a gratuitous act which shall create no obligation on the part of Township.

P. Control

Nothing in this Easement shall be construed to give rise, in the absence of a judicial decree, to any right or ability in Township to exercise physical or managerial control over the day-to-day operations of the Conservation Easement Area, or any of Owner's activities on the Conservation Easement Area, or otherwise to become an operator with respect to the Conservation Easement Area within the meaning of The Comprehensive Environmental Responses, Compensation, and Liability Act of 1980, as amended, ("CERCLA"). Township shall be under no obligation to pay taxes or assessments on or due for the Conservation Easement Area.

Q. Statement of Compliance

Owner hereby agrees to request in writing at least thirty (30) days prior to the sale, transfer, or long term (ten years or more) lease of the Property, or any portion thereof, a written instrument from Township stating that Owner is in compliance with the terms and conditions of this Easement, or if Owner is not in compliance with the terms and conditions of this Easement, stating what violations of this Easement exist. Township agrees in such cases or at any other time to acknowledge, execute, and deliver to Owner and any mortgagee, transferee, purchaser, or lessee such a written instrument concerning compliance within thirty (30) days of written request

from Owner. Owner shall provide a copy of Township's compliance statement to any purchaser, mortgagee, lessee, or assignee. Any costs incurred by Township in determining compliance and advising Owner as to compliance or costs incurred as a result of Owner's failure to notify Township of transfer, sale assignment, or lease of the Property, or any portion thereof, shall be paid by Owner, its successors or assigns.

R. Change In Economic Condition

The fact that any use of the Property that is expressly prohibited by the terms of this Easement may become more economically valuable than uses permitted by the terms of this Easement, or that neighboring properties may, in the future, be put entirely to uses that are not permitted by this Easement, has been considered by Owner in granting this Easement. Owner believes that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Owner and Township intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Owner, its successors or assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

S. Notices

All notices, requests, consents, approvals, or other communication hereunder shall be in writing and shall be deemed properly given if sent by nationally recognized overnight carrier, U.S. certified mail, return receipt requested, postage prepaid, addressed to the appropriate party or successor in interest at the address most recently provided or to such other address as either party from time to time shall designate by written notice to the other.

To Owner: Mount Airy #1, L.L.C.
44 Woodland Road
Mt. Pocono, PA 18344

To Township: Paradise Township
R.R. 1, Box 1226
Cresco, PA 18326

T. Recordation

Township shall record this instrument in timely fashion in the official records of Monroe County, Pennsylvania and may re-record it at any time as may be required to preserve its rights in this Easement.

U. Failure of Township To Enforce

If at any time any organization, agency, or person having rights or duties hereunder as Township shall fail to enforce the restrictions set forth in this Easement, Owner, or any governmental unit of Monroe County, shall have the right to bring suit against Township for specific performance.

V. **General Provisions**

1. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Pennsylvania.
2. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Conservation Purposes of this Easement and the policy and purpose of the Monroe County 2020 Comprehensive Plan, Monroe County Open Space Plan, and Land Development Act, Pa. Stat. Ann. Title 32, Section 5001 et seq. and the Pennsylvania Conservation and Preservation Easements Act. If any provision in this instrument is found to be ambiguous, and interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
3. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
4. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements, relating to the Easement, all of which are merged herein. No alternation or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 8.
5. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Owner's title in any respect.
6. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
7. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
8. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
9. **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Township, their respective successors, and assigns forever.

IN WITNESS WHEREOF, Owner and Township, intending to be legally bound, have set their hands on the day and year first above written.

Mount Airy #1, L.L.C.

Witness

NAME: Louis DeNaples
TITLE: Sole Member

PARADISE TOWNSHIP

Witness

BY:

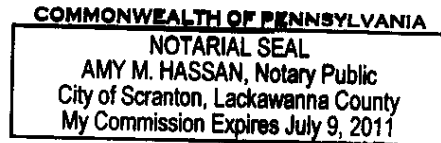
NAME: DENNIS E. KEESLER
TITLE: CHAIRMAN

COMMONWEALTH OF PENNSYLVANIA :
LACKAWANNA : ss.
COUNTY OF ~~MONROE~~ :

On this 10th day of October, 2007, before me, a Notary Public, personally appeared Louis Denapks known to me or satisfactorily proven to be the individuals who executed the foregoing instrument, and duly acknowledged to me that they executed the same for the purposes therein contained.

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

Amy M. Hassan (SEAL)
Notary Public

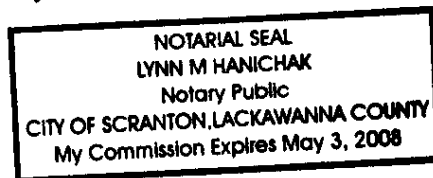


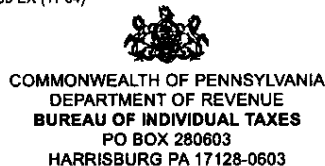
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ~~MONROE~~ LACKAWANNA : ss.

On this 10th day of OCTOBER, 2007, before me, a Notary Public, personally appeared DENNIS E. KEESLER, who acknowledged himself/herself to be the CHAIRMAN of Paradise Township, and as such being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Paradise Township by himself/herself as such officer.

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

Lynn M. Hanichak (SEAL)
Notary Public





REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid **0**Book Number **2318**Page Number **8549**Date Recorded **10/17/07**

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT – All inquiries may be directed to the following person:

Name

Telephone Number:

Ann Lavelle Powell, Esquire

(570) 963-8880

Street Address

City

State

Zip Code

415 Wyoming Avenue

Scranton

PA

18503

B. TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s)

Grantee(s)/Lessee(s)

Mount Airy #1, LLC

Paradise Township

Street Address

Street Address

44 Woodland Road

RR #1, Box 1226

City

State

Zip Code

City

State

Zip Code

Mount Pocono

PA

18344

Cresco

PA

18326

C. PROPERTY LOCATION

Street Address

City, Township, Borough

44 Woodland Road

Paradise Township

County

School District

Tax Parcel Number

Monroe

Pocono Mountain

11/7/1/15, 11/7/1/53, 11/7/1/9

D. VALUATION DATA

1. Actual Cash Consideration

2. Other Consideration

3. Total Consideration

1.00

+ 0.00

= 1.00

4. County Assessed Value

5. Common Level Ratio Factor

6. Fair Market Value

N/A

X 7.81

= N/A

E. EXEMPTION DATA

1a. Amount of Exemption Claimed

1b. Percentage of Interest Conveyed

~~100.00~~ 100%

100

2. Check Appropriate Box Below for Exemption Claimed

☐ Will or intestate succession

(Name of Decedent)

(Estate File Number)

☐ Transfer to Industrial Development Agency.

☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)

☐ Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)

☒ Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.) *

☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____.

☐ Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)

☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)

☐ Other (Please explain exemption claimed, if other than listed above.) _____

*TRANSFER OF CONSERVATION EASEMENT TO PARADISE TOWNSHIP, A PENNSYLVANIA SECOND CLASS TOWNSHIP.

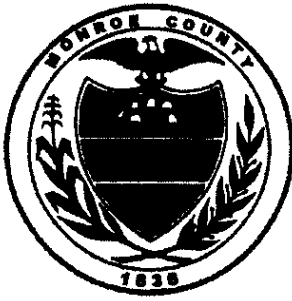
Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date

10/11/2007

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Helen Diecidue - Recorder
Mary Ann Lesh - Chief Deputy
Jamie Butz - Deputy

Instrument Number - 200738979
Recorded On 10/17/2007 At 12:20:33 PM
* Instrument Type - DEED - TAX EXEMPT
Invoice Number - 492740
* Grantor - MOUNT AIRY #1 L L C
* Grantee - PARADISE TOWNSHIP
User - SMT
* Customer - NOGI APPLETON WEINBERGER & WREN P C

Book - 2318 Starting Page - 8549
* Total Pages - 90

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES	\$181.00
AFFORDABLE HOUSING	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$209.50

RETURN DOCUMENT TO:

NOGI APPLETON WEINBERGER & WREN P C
415 WYOMING AVENUE
SCRANTON, PA 18503
ATTN: ANN LAVELLE POWELL

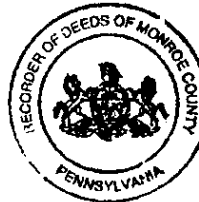
TAX ID #

11/7/1/15

11/7/1/53

11/7/1/9

Total Tax IDs: 3



I Hereby CERTIFY that this document is recorded in the
Recorder's Office of Monroe County, Pennsylvania

Helen Diecidue

THIS IS A CERTIFICATION PAGE

Do Not Detach

**THIS PAGE IS NOW THE LAST PAGE
OF THIS LEGAL DOCUMENT**

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

021A32



Book: 2318 Page: 8637A