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A PROFESSIONAL CORPORATION

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SCOTT A. MACNAIR

December 30, 2008

David Nyman, Acting Administrator
Wrightstown Township
2203 Second Street Pike
Wrightstown, PA 18940

Re: Wrightstown Township – Open Space – Smith Farm
Declaration of Easements, Covenants, Conditions and Restrictions
Trail and Façade Easements - TMP Nos. 53-1-18 and 53-1-57

Dear Dave:

Enclosed please find a copy of the Declaration of Easements, Covenants, Conditions and Restrictions with respect to the above-referenced matter. This document was recorded in the Office of the Bucks County Recorder of Deeds on December 30, 2008 in Book 5972 at page 1769. When the original comes off record, I will forward it to you.

If you should have any questions, please feel free to give me a call.

Very truly yours,



Terry W. Clemons

/de
Enclosure

cc: Mario Canales, Township Engineer (w/encl)
cc: Susan E. Piette, Esquire (via e-mail)

PREPARED BY: Clemons Richter Walsh & Reiss, P.C.
107 East Oakland Avenue
Doylestown, PA 18901
(215) 348-1776

RETURN TO: Clemons Richter Walsh & Reiss, P.C.
107 East Oakland Avenue
Doylestown, PA 18901
(215) 348-1776

CPN: 53-001-018 and 53-001-057

**DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS**

This **DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**, made this 29th day of December 2008 by the **BOARD OF SUPERVISORS OF WRIGHTSTOWN TOWNSHIP**, a political subdivision of the Commonwealth of Pennsylvania with its principal place of business at 2203 Second Street Pike, Wrightstown, Pennsylvania 18940 (hereinafter "Township").

BACKGROUND

A. Wrightstown Township is a Township of the Second Class duly organized pursuant to Second Class Township Code and governed by a Board of Supervisors.

B. Township is the owner of a certain tract of land in Wrightstown Township comprising approximately 18.3 acres, more or less, located on Old Sackettsford Road and Swamp Road, in Wrightstown Township, identified as Bucks County Tax Map Parcel Nos. 53-001-018 and 53-001-057 (the "Property"), pursuant to a Deed dated March 8, 2004 and recorded in the Office of the Recorder of Deeds of Bucks County in Book 4013 at Page 2231.

C. A Declaration of Covenants, Conditions and Restrictions dated May 17, 2004 was recorded as to the Property in the Office of the Recorder of Deeds of Deed in Book 4013 at Page 2235.

D. Township by this Declaration intends to impose certain additional Covenants, Conditions and Restrictions with respect to the Property.

Recorded 12/30/08 Book 5972 Page 1769

NOW, THEREFORE, in consideration of the premises, and intending to be legally bound hereby, the Declarant Township declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, all of which shall be construed to run with the land and binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and further declares that the benefits of this Declaration shall insure to the benefit of the Township and to the County of Bucks and the provisions hereof shall be enforceable as more fully set forth herein.

TRAIL EASEMENT

1. Township hereby imposes on the Property a Trail Easement twenty-five (25) feet in width extending from the stream bank of the Neshaminy Creek at full flow and extending along the entire boundary of the Property with the Neshaminy Creek for the said width of twenty-five (25) feet (the "Trail Easement Area").

2. The following activities and structures are permitted within the Trail Easement Area:

A. The construction of an eight (8) foot wide pervious Trail (the "Trail") and its use for pedestrian and non-motorized vehicles (excepting that self-propelled vehicles for the handicapped and vehicles utilized for Trail maintenance are permitted within the Trail Easement Area).

B. Grading and other activities reasonably required to construct the eight (8) foot wide pervious Trail within the Trail Easement Area.

C. Use of the Trail by the public for pedestrian and non-motorized vehicles (excepting that self-propelled vehicles for the handicapped and vehicles utilized for Trail maintenance are permitted within the Trail Easement Area).

D. The entire Trail Easement Area may be used for construction of the eight (8) foot Trail and for the maintenance, repair, replacement and/or reconstruction of the Trail utilizing such equipment, including motorized vehicles, as may be reasonably required for such activities.

3. The Township, its successors, assigns and designees (including the County of Bucks), shall have the right to construct the Trail and to maintain, repair, replace or reconstruct same in any area within the Trail Easement Area.

4. The Township, its successors, assigns and designees, shall have the right to enter upon the Trail Easement Area to perform any and all actions permitted herein including to maintain, repair, replace and reconstruct the Trail and to keep it free of debris, buildings, obstructions, weeds so that the Trail with the Trail Easement Area is in passable condition for permitted uses.

5. The Township, for itself and any successor in title to the Property, hereby releases the Township, its successors, assigns or designees of and from any and all claims or damages sustained by any subsequent owner of the Property resulting from the grant of this Trail Easement and its use for the purposes permitted herein.

FAÇADE EASEMENTS

6. To preserve the exterior appearance of the historical elements of the 19th century residence located on the property as they appear from Old Sackettsford Road, Wrightstown Township, Bucks County, Pennsylvania, depicted in Exhibit "A" attached hereto and incorporated herein by reference (the "Dwelling Façade"), the Declarant hereby imposes a Dwelling Façade Easement on the Dwelling Façade for the benefit of the Township, its successors and assigns which Dwelling Façade Easement shall be enforceable by Township.

7. Except with prior approval of the Township, its successors or assigns, which approval shall not be unreasonably denied, no owner(s) of the Property shall undertake or permit any undertaking on the Dwelling Façade, including any construction, alteration, remodeling or other activity which would alter the appearance of the historical elements of the Dwelling Façade from Old Sackettsford Road. Such activities include, but are not limited to changing the height or altering any of the historical elements of the Dwelling Façade or adversely affecting the structural soundness of the residence. Nothing stated herein shall limit the reconstruction, repair, repainting or refinishing of presently existing, or approved, parts or elements of the

Dwelling Façade, damage to which has resulted from casualty, loss, deterioration or wear and tear after thirty (30) days prior written notice to the Township, and provided further that such reconstruction, repair, repainting or refinishing is performed in a manner which will not alter the appearance of those elements subject to this Dwelling Façade Easement. In the event of an emergency that requires temporary repairs necessary to preserve the Dwelling Façade, the Township shall immediately be notified and such temporary repairs undertaken without prior written approval.

8. The renovation, removal and/or replacement of the side porches and rear deck of the residence are permitted without approval of the Township. The side porches are depicted in Exhibit "A" attached hereto and incorporated herein by reference.

9. To preserve the exterior appearance of the spring house, carriage house and corn crib (collectively, the "Historical Outbuilding") as depicted in Exhibit "B" attached hereto and incorporated herein by reference (the "Historical Outbuildings Façade"), the Declarant hereby imposes a Historical Outbuildings Façade Easement on the Historical Outbuildings for the benefit of the Township, its successors and assigns and enforceable by the Township.

10. Except with prior approval of the Township, its successors or assigns, which approval shall not be unreasonably denied, no owner(s) of the Property shall undertake or permit any undertaking on the Historical Outbuildings Façade of the Historical Outbuildings, including any construction, alteration, remodeling or other activity which would alter the appearance of the historical elements of the Historical Outbuildings Façade from Old Sackettsford Road. Such activities include, but are not limited to changing the height or altering any of the historical elements of the Historical Outbuildings Façade or adversely affecting the structural soundness of the Historical Outbuildings. Nothing stated herein shall limit the reconstruction, repair, repainting or refinishing of presently existing, or approved, parts or elements of the Historical Outbuildings, damage to which has resulted from casualty, loss, deterioration or wear and tear after thirty (30) days prior written notice to the Township, and provided further that such reconstruction, repair, repainting or refinishing is performed in a manner which will not alter the appearance of those elements subject to this façade easement. In the

event of an emergency that requires temporary repairs necessary to preserve the Historical Outbuildings, the Township shall immediately be notified and such temporary repairs undertaken without prior written approval.

11. Nothing herein shall be construed as a grant to the general public, or to a person or persons other than Township, the right to enter upon any part of the Property or to create any third party beneficiary having a right to enforce the terms and provisions created by the Dwelling Façade Easement and/or the Historical Outbuildings Façade Easement.

12. Township, as owner of the Property reserves unto itself, its successors and assigns, all rights, privileges, powers and immunities, including the right of exclusive possession and enjoyment of the Property, subject to the terms and covenants of the Dwelling Façade Easement and the Historical Outbuildings Façade Easement.

13. Upon providing reasonable notice to the owner(s) of the Property, the Township shall have the right to enter upon the Property in order to monitor the owner(s) compliance with the Dwelling Façade Easement and the Historical Outbuildings Façade Easement. Township shall not unreasonably interfere with the use and quiet enjoyment of the Property, the residence or Historical Outbuildings subject to the Dwelling Façade Easement and the Historical Outbuildings Façade Easement.

14. In the event the Township is of the opinion that an owner(s) of the Property has violated a covenant, condition or restriction of the Dwelling Façade Easement and/or the Historical Outbuildings Façade Easement, the Township shall notify the then owner(s) in writing of the nature and extent of the breach and what must be done to restore the Dwelling Façade and/or the Historical Outbuildings Façade and come into compliance with the Easement(s). The Township's notice shall also include an offer to meet with the then owner(s) to discuss compliance.

15. Should the owner(s) of the Property fail to fulfill their obligations and duties with regard to the Dwelling Façade Easement and/or the Historical Outbuildings Façade Easement, the Township has the right to enter upon the Property and restore the Dwelling Façade and/or the Historical Outbuildings Façade. Further, in the event of an owner(s) failure to perform under this Declaration, the Township shall have the right to

pursue whatever legal or equitable remedy the Township shall deem appropriate. Any and all costs involved in work done by the Declarant to fulfill the owner's responsibilities and duties shall be charged to the then owner(s). Failure to pay said costs shall result in a lien against the Property.

GENERAL PROVISIONS

16. Declarant recognizes that there may be circumstances arising in the future which require an amendment to this Declaration. However, no amendment, revision or extinguishment of any of the provisions of the Declaration shall be effectuated or occur without the consent of Wrightstown Township as evidenced by a joinder executed by Wrightstown Township and recorded as part of an Amendment to the Declaration.

17. This Declaration of Easement, Covenants, Conditions and Restrictions is enforceable by the Township and is intended to be enforced against all persons holding title to the Property.

18. This Declaration of Easement, Covenants, Conditions and Restrictions shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

19. The provisions of this Declaration of Easement, Covenants, Conditions and Restrictions shall be severable. If any provision is found to be invalid, unenforceable, unconstitutional and/or void, the remaining provisions of this Declaration shall, nevertheless, remain valid and binding.

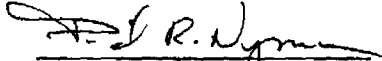
20. In the event that any of the provisions should, for any reason whatsoever, not be noted or recited in any subsequent deed for the Property, such terms, conditions and restrictions shall attach to the Property under and pursuant to this Declaration notwithstanding the absence of such provisions in the deed.

*(*remainder of page left intentionally blank*)*


*(*signature on following page*)*

IN WITNESS WHEREOF, the Township of Wrightstown has executed this Declaration on the day and year first above written for the purposes set forth herein.

ATTEST:


David R. Nyman, Interim
Township Administrator

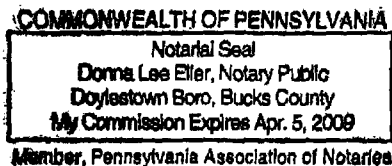
WRIGHTSTOWN TOWNSHIP
BOARD OF SUPERVISORS


Chester S. Pogonowski,
Chairman of the Wrightstown Township
Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

ON THIS, the 29th day of December, 2008, before me the undersigned officers, personally appeared **Chester S. Pogonowski**, known to be the person whose name is subscribed to the within instrument and who acknowledged himself to be the Chairman of the Board of Supervisors of Wrightstown Township and that as such officer, being authorized to do so, executed the same for the purposes therein contained.

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




Notary Public

Owner	Wrightstown Twp.			
Property Address	1235 Old Sackettsford Road			
City	Wrightstown	County	Bucks	State PA Zip Code 18840
Lender/Client	Wrightstown Twp.			



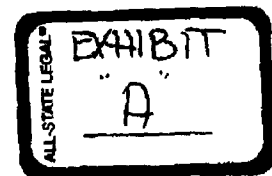
Dwelling Facade



West Porch



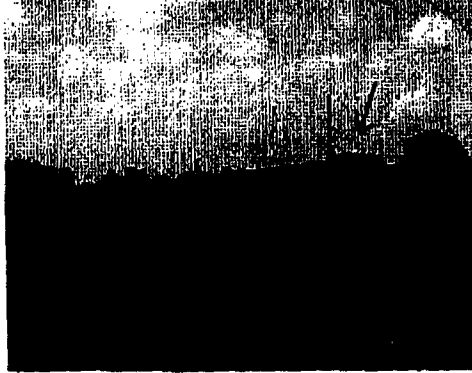
East Porch



Owner	Wrightstown Twp.		
Property Address	1235 Old Sackettsford Road		
City	Wrightstown	County Bucks	State PA Zip Code 18940
Lender/Client	Wrightstown Twp.		



Carriage House



Corn crib (area of structure indicated by arrow)



Spring House

