

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this “**Agreement**”) made as of the 4th day of April, 2022 (the “**Effective Date**”), is by and between **CREBILLY FARM FAMILY ASSOCIATES, L.P.**, a Pennsylvania limited partnership (the “**Seller**”), and **WESTTOWN TOWNSHIP BOARD OF SUPERVISORS**, the governing body of a Pennsylvania Municipality of the Second Class (the “**Buyer**”).

W I T N E S S E T H:

Seller is the owner of nine (9) parcels of land located in Westtown Township, Chester County, Pennsylvania, consisting of approximately 308 acres and identified as UPI Numbers 67-4-29, 67-4-29.2, 67-4-29.3, 67-4-29.4, 67-4-30, 67-4-31, 67-4-32, 67-4-33, and 67-4-33.1 located west of Wilmington Pike, (the “**Property**”) as generally shown on the plan attached hereto as **Exhibit “A”** and incorporated herein by reference. Buyer desires to purchase approximately 208 acres of the Property (the “**Purchase Area**”) as generally shown on **Exhibit “B”** and Seller desires to sell the Purchase Area to Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the undersigned, with the intention to be legally bound hereby, and in consideration of the mutual promises herein, agree as follows:

1. Purchase Price. The agreed-upon total consideration for the Purchase Area shall be ONE HUNDRED THOUSAND DOLLARS PER ACRE (\$100,000.00) for approximately 208 acres for a maximum purchase price of TWENTY MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$20,800,000.00) (the “**Purchase Price**”). If final surveyed acreage as agreed by the parties is more or less than 208 acres the purchase price will be adjusted on a per acre basis, at \$100,000.00 per acre, prorated for any partial acre. At Closing, Buyer shall pay to Seller the entire Purchase Price, subject to the positive or negative net effect of the apportionments for real estate taxes and other apportionable items pursuant to this Agreement, by bank treasurer’s or cashier’s check, or by wire transfer of immediately available federal funds at Closing.

2. Conditions Precedent to Buyer’s and Seller’s Obligations.

(a) Buyer’s obligation to proceed to Closing under the terms of this Agreement is expressly conditioned upon the following conditions:

(i) Buyer obtaining formal and final approval by the Board of Supervisors of Westtown Township (“**Board**”) of the proposed purchase of the Purchase Area. If Buyer has not obtained such approval within thirty (30) days after the Effective Date (the “**Board Approval Date**”), Buyer may terminate this Agreement by written notice to Seller not later than ten (10) days after the Board Approval Date.

(ii) Buyer receiving a written commitment from Chester County, the Pennsylvania Department of Conservation and Natural Resources *C2P2 Grant Program* (“**C2P2**”), *Federal Land and Water Conservation Fund*, Pennsylvania Department of Community and Economic Development, foundations, private individuals, and/or other grant funding sources for sufficient funding to cover approximately 75% of the Purchase Price by March 31, 2023 (the “**Funding Contingency**”) Buyer shall submit completed applications to funding programs and take such other actions as these and other grant funding sources shall reasonably require for submission of such applications, and thereafter Buyer shall fully and timely comply with all reasonable requirements of such grant funding sources during the period of their respective grant request processes. Buyer shall have permission to access the Purchase Area with representatives of grant funding programs so long as Buyer provides Seller with telephonic or e-mail notice. Buyer shall provide to Seller true and correct copies of all such grant applications and related documents and correspondence as and when submitted and/or received by Buyer, as well as all commitments or rejections from said grant sources as and when received by Buyer.

Buyer will apply to the Pennsylvania Department of Conservation and Natural Resources (“**DCNR**”) for Federal Land and Water Conservation Funds, Funding administered by the National Park Service and, if awarded, the transaction will be subject to Federal funding and, therefore, the transaction will be subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970. Also known as the “Uniform Act,” it establishes requirements for entities using Federal funds in a real estate project and the obligation to supply landowners with certain protections and may also provide relocation benefits for landowners in some situations.

The following information is provided in accordance with Federal requirements and as part of the standard operating procedures used by the National Park Service for any land transaction that will utilize Federal funds:

Buyer hereby states and assures Seller that it will only proceed with the purchase of the Purchase Area as a “voluntary acquisition” as defined in the Uniform Act. Seller is further advised that Buyer would be unable to acquire the Purchase Area if negotiations fail to result in an amicable and mutually satisfactory agreement in terms of conveyance.

Buyer and Seller agree that no person will be displaced because of this transaction. For this reason, relocation benefits for the owners that may otherwise be applicable because of the provisions of the Uniform Act will not apply to Seller in this transaction.

Buyer and DCNR are also required to make a determination of “just compensation,” or fair market value, for the Purchase Area and to inform the Seller of its determination. Buyer agrees with the conclusions stated in the Appraisal Report, prepared by Anne Marie Gorman and Mark Abissi, who are licensed appraisers, dated December 27, 2021, with a stated market value of \$100,000.00 per

acre for a maximum purchase price of \$20,800,000.00. Seller acknowledges the receipt of the appraisal.

(iii) Buyer receiving any required review and approval by grant funding programs of the appraisal of the Purchase Area. Buyer shall have a period of twelve (12) months after the Effective Date to obtain such review and approval. Buyer shall diligently pursue obtaining such review and approval and keep Seller apprised of progress.

(iv) Buyer enacting an ordinance providing for a referendum on the question of the imposition of an open space tax by July 18, 2022;

(v) Buyer filing the ordinance providing for a referendum on the imposition of an open space tax with the Chester County Board of Elections by August 9, 2022;

(vi) The voters of the Westtown Township passing the referendum to impose an open space tax at the general election on November 8, 2022, and thereafter the certification of the vote pursuant to the referendum to impose the open space tax;

(vii) Buyer closing on bonds to fund open space acquisition, including, but not limited to, the Purchase Area and conservation easements for the 104 Acre Subdivision (as defined below) by April 12, 2023;

(viii) Buyer shall have a period of ninety (90) days after the Effective Date (the “**Due Diligence Period**”) within which to conduct, at Buyer’s expense, such inspections and investigations of the physical condition of the Purchase Area for the purpose of determining, without limitation, its compliance with all applicable laws, and whether or not there is any evidence of contamination of the Purchase Area by hazardous or toxic substances that may require remediation or clean up under applicable environmental laws, and that the Purchase Area is acceptable as a landholding of the Buyer (the “**Buyer’s Investigation**”). Seller shall permit Buyer and its agents and contractors to have access to the Purchase Area at reasonable times, and upon reasonable prior notice, for purposes of conducting Buyer’s Investigation. Seller has provided to Buyer a disclosure statement dated January 24, 2022, without representation or warranty. If Buyer is dissatisfied with the results of Buyer’s Investigation, in its sole discretion, and for any material reason whatsoever, it has the right to terminate this Agreement by giving written notice dated on or before the end of Due Diligence Period. Buyer shall provide to Seller, at Seller’s request, true and correct copies of all written reports, assessments, and other results arising out of Buyer’s Investigation, as and when received by Buyer, at no cost or expense to Seller. Buyer shall not conduct any subsurface environmental testing of the Purchase Area without first obtaining Seller’s written consent.

(ix) Prior to making any entry upon the Purchase Area, Buyer shall deliver to Seller an insurance certificate naming Seller as the certificate holder, evidencing a minimum of \$1,000,000.00 of comprehensive general liability insurance per individual occurrence and \$2,000,000.00 aggregate coverage and naming Seller as additional insured thereunder. Such certificate shall state that the insurance coverage may not be canceled or modified except upon thirty (30) days' prior written notice to Seller.

(x) Seller must not cause or permit any material change to the natural features of the Purchase Area between the Effective Date and Closing.

(b) Subdivision. Lot line changes within the Property must be undertaken to create the Purchase Area as generally delineated on Exhibit B. Buyer and Seller will cooperate with each other to agree on the location of the lot lines prior to the end of the Due Diligence Period and to undertake and obtain all governmental approvals required for the lot line revisions prior to Closing (the "**208 Acre Subdivision**"). Seller and Buyer agree to cooperate with each other in the subdivision application process, including becoming a co-applicant on the subdivision application if deemed necessary by either party hereto. Each party shall be responsible for all of their own costs in connection therewith, including paying for the surveying portion and any and all engineering, permitting, and subdivision fees. Once complete, the Purchase Area will be comprised of separately subdivided parcels and assessed for real estate tax purposes separate and distinct from all other real property and shall not be treated as part of any other real property for title, zoning or building purposes. Buyer and Seller shall each have the right to terminate this Agreement prior to the end of the Due Diligence Period if not satisfied in each party's sole discretion with the location of the lot lines creating the Purchase Area. Buyer acknowledges that Seller's right to subdivision includes the area as shown on Exhibit B as Easements 1, 2 and 3 into no more than three (3) residential lots. Seller anticipates that an existing lot of approximately 15+ acres also shown on Exhibit B will be subject to a conservation easement and possibly sold to a third party. These areas are together referenced in this Agreement as the "**104 Acre Subdivision.**"

3. Quality of Title.

(a) Title to the Purchase Area shall be good and marketable and free and clear of all liens, restrictions, easements and other encumbrances and title objections, except for the Permitted Title Exceptions (as hereinafter defined) and shall be insurable as such at ordinary rates by any reputable title insurance company selected by Buyer.

(b) Buyer shall order an ALTA title insurance commitment with respect to the Purchase Area ("**Title Report**"), together with copies of all instruments listed as exceptions therein, within five (5) business days after the Effective Date. Buyer may notify Seller of any objections Buyer may have with respect to the Exceptions (as hereinafter defined) disclosed by the Title Report. "**Exceptions**" shall mean all restrictions, reservations, outstanding mineral rights, leases, easements, rights-of-way, encroachments, encumbrances, title exceptions or defects and other matters affecting title to the Purchase Area and all exceptions, printed or typed, which are disclosed in the Title

Report. Notwithstanding the preceding, the term Exceptions shall not include the following: (i) standard pre-printed exceptions that are customarily removed by a standard seller's title affidavit at settlement or upon completion of a pre-settlement "bring-down" of title prior to settlement, and are in fact so removed, (ii) standard exceptions that can only be removed by special endorsement that Buyer does not elect to purchase, (iii) riparian rights of others in any stream or body of water passing through or abutting the Purchase Area, (iv) rights of the public with respect to any public road or road right of way passing through or bounding the Purchase Area, and (v) easements in favor of public utility companies located within or immediately outside the legal right of way of existing public roads passing through or abutting the Purchase Area.

(c) If Buyer does not so notify Seller of any objections to the Exceptions on or before the date that is forty-five (45) days after the Effective Date, then Buyer shall be deemed to have waived any objections to the Exceptions disclosed in the Title Report, and such Exceptions shall be "**Permitted Title Exceptions**," and Buyer shall purchase the Purchase Area subject to such Permitted Title Exceptions. If Buyer timely notifies Seller within such period of any objections, the Exceptions as to which Buyer has not objected shall be Permitted Title Exceptions. Any mortgages, judgments, tax liens, support liens and other liens evidencing or securing a monetary obligation in a fixed, liquidated or otherwise readily ascertainable amount (each, a "**Monetary Lien**") shall not be deemed to be Permitted Title Exceptions and shall be satisfied, released, bonded against or discharged by Seller at or prior to Closing. Upon the failure of Seller to remove any such Exception, Buyer shall have the options as provided in paragraph (d) below. Notwithstanding the foregoing, the Permitted Title Exceptions shall include any non-monetary encumbrance affecting the Purchase Area that do not appear on the Title Report but are recorded of public record in Chester County.

(d) If Buyer objects to an Exception, Seller shall have the right, but not the obligation, to cure or remove such Exception, provided that Seller shall pay, discharge or otherwise secure the release of the Purchase Area from or bond against any Monetary Lien to the extent of the Purchase Price. If Seller has not cured all Exceptions that are not Permitted Title Exceptions, Buyer shall have the option of either (i) taking such title as Seller can convey, without abatement in the Purchase Price other than the application thereof to the payment and discharge of Monetary Liens, which Seller has failed to discharge, or (ii) of cancelling this Agreement. In the latter event, the Deposit and any accrued interest, and any other monies theretofore paid on account, if any, shall be returned promptly to Buyer, and Seller shall reimburse Buyer for the cost of title search with respect to the Purchase Area, but otherwise neither party shall have any further rights, obligations or liability to the other.

4. Seller's Representations and Warranties. As a material inducement to cause Buyer to enter into this Agreement, Seller hereby represents, warrants, and agrees as follows:

(a) Authority. This Agreement and all agreements, instruments and documents to be executed by Seller are duly authorized, executed and delivered by the Seller; and Seller has the capacity and authority to consummate the transactions herein provided. Seller represents that Seller is the sole owner in fee simple of the Purchase Area.

(b) Consents; Proceedings; Bankruptcy.

(i) “Seller’s knowledge” shall mean the actual knowledge of David M. Robinson.

(ii) No consent, approval or other authorization of or by any governmental authority is required in connection with Seller's (a) execution and delivery of this Agreement, (b) compliance with the terms of this Agreement, or (c) completion of the transactions contemplated by this Agreement.

(iii) No proceedings or actions are pending or, to the best of Seller's knowledge, threatened, or before any court or administrative agency which do or might limit or impair Seller's power, authority or right to (a) execute and deliver this Agreement, (b) comply with the terms of this Agreement, or (c) complete the transactions contemplated by this Agreement.

(iv) Without limiting the generality of sub-paragraphs 4(b)(ii) or 4(b)(iii): (a) there has not been filed by or against Seller a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee, under state or Federal law; (b) Seller has not made an assignment for the benefit of creditors or filed a petition for an arrangement or entered into an arrangement with creditors which petition, proceedings, assignment, or arrangement was not dismissed by final, unappealable order of the court or body having jurisdiction over the matter; and (c) Seller is not insolvent, nor has Seller admitted in writing the inability to pay its debts as they become due.

(v) Seller represents and warrants that it is a limited partnership duly formed and validly existing in good standing under the laws of the Commonwealth of Pennsylvania, and that it is duly licensed and registered to conduct business in the Commonwealth of Pennsylvania. Seller has the full power, authority and legal right to enter into and perform this Agreement, without requiring the consent or approval of any party not previously obtained.

(c) Conflicts; Other Agreements. Seller's execution and delivery of this Agreement, compliance with the terms of this Agreement, and completion of the transactions contemplated by this Agreement, will not conflict with, or result in a breach of any mortgage, lease, agreement or other instrument to which Seller is a party or by which it or its Purchase Area is bound.

(d) Regulatory Compliance. To Seller's knowledge, Seller has received no notice from any governmental authority of a violation of any Federal, state or local law, regulation or ordinance affecting any portion of the Purchase Area which has not been cured.

(e) Tax Liens. Seller has paid all taxes, license fees and other charges levied, assessed or imposed upon the Purchase Area or upon Seller except those which are not yet due and payable.

(f) Leases. Other than a farmland lease and the Tipton House lease, copies of which have been provided by Seller to Buyer, there are no leases, tenancies, licenses or other rights of occupancy or use for any portion of the Purchase Area that will survive Closing. Seller shall terminate the leases prior to Closing, unless otherwise agreed to by the Buyer. Notwithstanding the foregoing, Buyer will permit any crops existing in the Purchase Area at Closing to be harvested following Closing.

(g) Patriot Act; Executive Order 13224; Anti-Money Laundering Act.

(i) No Benefited Party (as hereafter defined) is a Prohibited Person (as hereinafter defined). No Benefited Party is in violation of the Executive Order, the Patriot Act, the Anti-Money Laundering Act, or any order, rule, regulation or recommendation promulgated under or in connection with the Executive Order, the Patriot Act or the Anti-Money Laundering Act.

(ii) "**Benefited Party**" means and includes any and all of the following: Seller; any officer, director, shareholder, partner or member of Seller; any direct or indirect holder of any equity interest in Seller; and any affiliate of Seller. "**Prohibited Person**" means and includes any person or entity with whom US persons or entities are prohibited or restricted from doing business pursuant to any of the following: the Executive Order and the Annex thereto; the regulations of the Office of Foreign Asset Control of the Department of the Treasury (including the Specially Designated Nationals and Blocked Persons List, as updated from time to time); and, any other statute, law, executive order, rule, regulation or other governmental action. "**Executive Order**" means Executive Order 13224 signed on September 24, 2001 and titled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism." "**Patriot Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001. "**Anti-Money Laundering Act**" means the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001.

(h) Assessments. To Seller's knowledge, no assessments for public improvements have been made against the Purchase Area which remain unpaid for any street paving, curbing, water or sewer lines or other public improvements which might have been installed prior to the date hereof.

(i) Condemnation. Seller has no knowledge of any pending or threatened condemnation or eminent domain proceedings which would affect the Purchase Area, except proposed PennDOT right-of-way proceedings (the “**PennDOT Condemnation**”).

(j) Foreign Person. Seller represents and warrants that it is not a foreign person as defined in Section 1445 (f)(3) of the Internal Revenue Code of 1986, as amended. Seller will deliver to Buyer at Closing a Certificate of Nonforeign Status, certifying under penalty of perjury the correctness of this subparagraph and providing Seller’s taxpayer identification or Social Security number.

(k) No Representation of Tax Benefits.

(i) Seller has not relied upon any advice, information or analyses furnished by Buyer with respect either to the availability, amount, or effect of any deduction, credit, or other benefit to Seller under the Internal Revenue Code, the Treasury Regulations, or other applicable law; or the value of the Purchase Area.

(ii) Seller has relied solely upon its own judgment and/or professional advice furnished by the appraiser and legal, financial, and accounting professionals engaged by Seller. If any person providing services in connection with the Purchase Area was recommended by Buyer, Seller acknowledges that Buyer is not responsible in any way for the performance of services by these persons.

(iii) The sale of the Purchase Area is not conditioned upon the availability or amount of any deduction, credit, or other benefit under the Internal Revenue Code, Treasury Regulations, or other applicable law.

(l) Seller shall own, operate and maintain the Purchase Area until closing in the same manner as on the Effective Date.

(m) Act 319. Portions of the Property, being UPI Numbers 67-4-29, 67-4-29.2, 67-4-29.3 and 67-4-29.4, are currently assessed under the Pennsylvania Farmland and Forest Land Assessment Act of 1974 (“**Act 319**”) Pursuant to Act 13, any breach of the provisions of Act 319 resulting from the transfer of the Purchase Area pursuant to this Agreement are the sole responsibility of the Seller, who will be solely responsible for the breach and any and all consequences thereof, including but not limited to any and all roll-back taxes due, on both the remaining parcel retained by Seller and the Purchase Area. If, however, such breach is caused exclusively by Buyer’s change in the use of the Purchase Area, then Buyer is solely responsible for the breach and any and all consequences thereof pertaining solely to the Purchase Area, including roll-back taxes due for the Property. This provision shall survive Closing.

5. Survival of Warranties. Notwithstanding any legal presumption to the contrary, all covenants, conditions, representations and warranties expressly contained in this Agreement shall survive Closing for a period of six (6) months.

6. Eminent Domain and Casualty.

(a) In the event Seller receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain relating to the Purchase Area, it will forthwith send a copy of such notice to Buyer. If all or any part of the Purchase Area is taken by eminent domain prior to Closing (other than the PennDOT Condemnation) which materially and adversely affects the conservation values of the Purchase Area and the Funding Contingency, Buyer may, upon written notice to Seller, elect to cancel this Agreement at any time prior to Closing. In the event of any such taking or notice thereof, unless Buyer completes Closing and pays the Purchase Price, all awards and just compensation payable as a result of such taking shall be the property of Seller.

(b) If all or any portion of the Purchase Area is destroyed or damaged by fire or other casualty materially and adversely affecting the conservation values of the Purchase Area and the Funding Contingency, Buyer may cancel this Agreement by notice to Seller within thirty (30) days after receipt of Seller's notice of the casualty. In that event, all insurance proceeds and other claims for damage shall be the property of Seller. Unless Buyer terminates this Agreement as provided in the second preceding sentence, Buyer shall complete Closing and pay the full Purchase Price to Seller without abatement, and Seller shall assign all rights to insurance proceeds, if any, to Buyer. Notwithstanding the foregoing, a casualty loss to a building located within the Purchase Area shall not give rise to a termination right.

7. Default; Remedies. In the event Seller fails to consummate the Closing in accordance with the terms of this Agreement, the Buyer shall be entitled to injunctive relief and to enforce its rights by an action for specific performance to the extent permitted by applicable law as Buyer's sole remedy. Any action permitted by this section shall be instituted not less than sixty (60) days following the claimed default.

8. Assignment. The rights and obligations of Buyer and Seller under this Agreement are not assignable without the consent of the other party. Subject to this provision, this Agreement is binding upon and inures to the benefit of the Buyer and the Seller and each of their respective heirs, personal representatives, successors and assigns. In the event that Buyer assigns its interest in this Agreement, Buyer shall be responsible for and indemnify Seller against the payment of any additional realty transfer tax imposed upon such assignment.

9. Closing Date. Closing under this Agreement (the "**Closing**") is to take place at the offices of the title company insuring Buyer's interest in the Purchase Area or at another location that is mutually agreeable to Buyer and Seller. Unless otherwise agreed by Buyer and Seller in writing, Closing shall occur within thirty (30) days after the completion (or waiver by Buyer or Seller, as applicable) of the last to be completed (or waived) item set forth in Section 2 of this Agreement, but no later than September 30, 2023, provided that neither the Buyer nor the Seller has exercised any right it may have to void or rescind this Agreement. Notwithstanding, the Closing date may be extended beyond September 30, 2023 upon written consent of both parties.

10. Closing Documents. At Closing, Seller shall convey the Purchase Area by means of a special warranty deed to Buyer in proper form for recording in the public records.

11. Costs and Expenses.

(a) Realty transfer taxes shall be paid one-half by Buyer and one-half by Seller.

(b) If Buyer chooses to obtain a survey, it shall pay for the new survey.

(c) Buyer shall pay for the costs of the title report, title insurance premiums, and recording fees for the Purchase Area.

(d) Each party will pay for its own counsel and accountant fees.

(e) Buyer shall pay for costs of appraisals and review.

(f) The following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following.

12. Waiver of Tender. Formal tender of a deed and purchase money is hereby waived.

13. Notices. All notices required or permitted to be given hereunder shall be in writing and sent by electronic mail and also sent by (i) registered or certified mail, or (ii) by personal delivery, or (iii) recognized overnight delivery service (e.g., FedEx or UPS) addressed as follows:

If to Buyer: Westtown Township
1039 Wilmington Pike
West Chester, PA 19382
Attention: Jon Altshul, Township Manager
Phone: 610.692.1930
Email: jaltshul@westtown.org

With a copy to: Gawthrop Greenwood, PC
17 E. Gay Street, Suite 100
P.O. Box 562
West Chester, PA 19381-0562
Attention: Patrick M. McKenna, Esq.
Phone: 610.696.8225
Email: pmckenna@gawthrop.com

If to Seller: David M. Robinson
Crebilly Farm Family Associates LP
501 West Street Rd.
West Chester PA 19382
Phone: 484.571.9071
Email: david@crebilly.com

With a copy to: Saul Ewing Arnstein & Lehr LLP
1200 Liberty Ridge Drive, Suite 200
Wayne, PA 19087-5569
Attention: Michael S. Burg, Esq.
Phone: 610.251.5750
Email: mike.burg@saul.com

Or to such other person or address as the party to be charged with such notice may designate by notice given in the aforesaid manner.

14. Brokerage. Buyer and Seller each represent and warrant to the other that no realtors, brokers, consultants or intermediaries are entitled to fees or commission with respect to the sale and purchase of the Purchase Area described in this Agreement. Each party hereby agrees to indemnify, save harmless and defend the other from and against all claims, losses, liabilities and expenses, including reasonable attorneys' fees, arising out of any claim made by any other broker, finder or other intermediary who claims to have dealt with such party in connection with the transaction which is the subject of this Agreement. The provisions of this Section shall survive delivery of the deed and the Closing.

15. Bulk Sale.

(a) To the extent applicable, Seller shall comply in all respects with 43 P.S. §788.3, 69 P.S. 529, 72 P.S. §7321.1, and 72 P.S. §7240 (collectively, the "**Bulk Sale Statutes**").

(b) Seller shall indemnify, defend and hold harmless Buyer, its successors and assigns from and against any and all tax claims made by the Commonwealth of Pennsylvania against Buyer, its successors and assigns, and/or the Purchase Area as a result of the transactions contemplated by this Agreement under the Bulk Sale Statutes which indemnity shall continue until the sooner of the expiry of all applicable statutes of limitations.

16. Termination Rights.

(a) If at any time any aspect of the Funding Contingency is denied, or if Buyer reasonably concludes that it will be unable to satisfy the Funding Contingency, Buyer shall promptly notify Seller of such determination in which event either Buyer or Seller may, within 14 days of the receipt of such notice, terminate this Agreement by written notice to the non-terminating party.

(b) If at any time Seller reasonably and objectively determines that Buyer will not be able to satisfy any material component of the Funding Contingency, Seller shall have the right to provide written notice to Buyer stating the basis for such determination. Within 14 days of Seller's notice, Buyer may provide written notice to Seller stating facts reasonably and objectively refuting Seller's determination and / or providing an alternate means of financing reasonably satisfactory to Seller. If Buyer does not timely respond to Seller's notice, Seller may terminate this Agreement by written notice to Buyer.

(c) If Buyer fails to meet any of the obligations and deadlines stated in Paragraphs 2(a)(iv), (v), (vi), or (vii) above, Seller shall have the right to terminate this Agreement by written notice to the Buyer.

17. Marketing. During the pendency of this Agreement, Seller will not offer the Purchase Area for sale to any other party.

18. Press Release of Sale. Any press release(s) issued by Buyer or Natural Lands Trust related to this Agreement shall be subject to the prior reasonable approval of Seller.

19. **As-Is. Buyer acknowledges that (i) except as specifically set forth in this Agreement and/or any of the documents delivered at Closing, neither Seller, nor any principal, agent, attorney, employee, broker, or other representative of Seller, has made any representation or warranty of any kind whatsoever, either express or implied, with respect to the use, condition, occupancy, cost to operate and maintain or management of the Purchase Area any matter related thereto, and (ii) Buyer is not relying on any warranty, representation, or covenant, express or implied (except for those specifically set forth herein and/or in any document delivered at Closing), with respect to the condition of the Purchase Area, and that Buyer is acquiring the Purchase Area in its "as-is" condition with all faults. Without limiting the generality of the foregoing, except as set forth in this Agreement and/or any document delivered at Closing, Seller makes no representations or warranties with respect to the use, condition, occupancy, cost to operate and maintain or management of the Purchase Area, compliance of the Purchase Area with applicable statutes, laws, codes, ordinances, regulations or requirements or compliance of the Purchase Area or the Purchase Area with covenants, conditions, and restrictions, whether or not of record.**

DISCLAIMER. BUYER AGREES THAT IT WILL PERFORM SUCH EXAMINATIONS AND INVESTIGATIONS OF THE PURCHASE AREA AS IT DEEMS NECESSARY OR DESIRABLE PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, IF BUYER SO ELECTS, EXAMINATIONS AND INVESTIGATIONS FOR THE PRESENCE OF HAZARDOUS SUBSTANCES, MATERIALS OR WASTES (AS THOSE TERMS MAY BE DEFINED BY APPLICABLE FEDERAL OR STATE LAW, RULE OR REGULATION) ON THE PURCHASE AREA, AND THAT BUYER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS IN PURCHASING THE PURCHASE AREA. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT BUYER IS PURCHASING THE PURCHASE AREA "AS IS" AND "WHERE IS," AND WITH ALL FAULTS AND THAT EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN AND/OR IN ANY DOCUMENT DELIVERED AT CLOSING, SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PURCHASE AREA, THE INCOME OR EXPENSES FROM OR OF THE PURCHASE AREA, THE BOOKS AND RECORDS RELATING TO THE PURCHASE AREA OR THE COMPLIANCE OF THE PURCHASE AREA WITH APPLICABLE LAWS OR REGULATIONS. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN AND/OR IN ANY DOCUMENT DELIVERED AT CLOSING, SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER AGREES THAT SELLER IS NOT LIABLE OR BOUND BY ANY GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PURCHASE AREA MADE OR FURNISHED BY ANY REAL ESTATE AGENT, BROKER, EMPLOYEE, SERVANT OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT SELLER, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH HEREIN AND/OR IN ANY DOCUMENT DELIVERED AT CLOSING. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE COMPENSATION TO BE PAID TO SELLER FOR THE PURCHASE AREA HAS BEEN DECREASED TO TAKE INTO ACCOUNT THAT THE PURCHASE AREA IS BEING SOLD SUBJECT TO THE FOREGOING DISCLAIMERS, AND FOLLOWING THE CLOSING THE BUYER SHALL ASSUME RESPONSIBILITY FOR ALL COSTS AND EXPENSES THEREAFTER REQUIRED TO CAUSE THE PURCHASE AREA TO COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS.

BUYER AND SELLER AGREE THAT THE PROVISIONS OF THIS SECTION 19 SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

20. Parties Bound. This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, executors, and assigns.

21. Captions. The captions contained herein are not a part of this Agreement. They are only for the convenience of the parties and do not in any way modify, amplify, or give full notice of any of the terms, covenants or conditions of this Agreement.

22. Number and Gender. For purpose of this Agreement, the masculine shall be deemed to include the feminine and the neuter, the neuter shall be deemed to include the masculine and the feminine, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

23. No Recording. Neither this Agreement nor any document referring to this Agreement shall be recorded by Buyer, or by anyone acting on its behalf, in any public office.

24. Entire Agreement – Amendment. This Agreement contains the entire agreement between Seller and Buyer with respect to the Purchase Area; there are no other terms, covenants, obligations or representations, oral or written, of any kind whatsoever related to the subject matter of this transaction. This Agreement may be amended only by a written instrument executed by both parties.

25. Governing Law. This Agreement is being executed, delivered and is intended to be performed in Chester County, Pennsylvania, and the substantive laws of the Commonwealth of Pennsylvania will govern the validity, construction and enforcement of this Agreement. The parties consent to the venue and jurisdiction of any federal or state courts of Chester County, Pennsylvania or the Eastern District of Pennsylvania in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

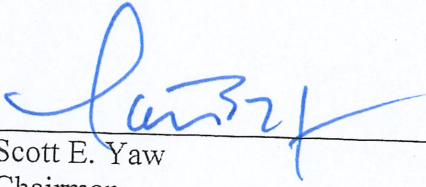
26. Effective Date, Counterparts. This Agreement may be executed in counterparts, all of which shall be deemed originals. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties hereto. Delivery of an executed counterpart of this Agreement by an email attachment shall have the same binding effect as delivery of an executed original.

27. Zoning Category. Approximately 200± acres of the Purchase Area are zoned A/C, Agricultural/Cluster Residential District with the remaining 8± acres zoned R-1, Residential District.

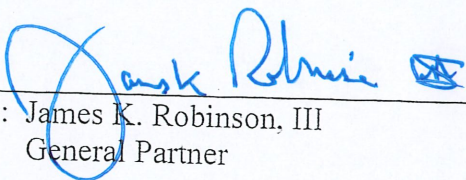
28. Possession. Possession is to be delivered by deed, existing keys and physical possession to the Purchase Area, in its “as is” condition, at day and time of Closing.

INTENDING TO BE LEGALLY BOUND, the Seller, and Buyer by its duly authorized representative, have signed and delivered this Agreement the day and year first above written.

Buyer: **Westtown Township Board of Supervisors**

By:  (SEAL)
Name: Scott E. Yaw
Title: Chairman

Seller: **Crebilly Farm Family Associates, L.P.**

By: 
Name: James K. Robinson, III
Title: General Partner

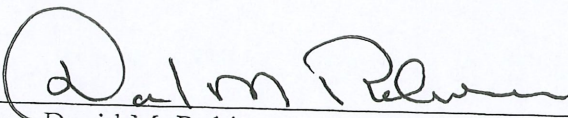




By: 
Name: David M. Robinson
Title: General Partner

EXHIBIT A

Tax Parcel Map of Property

Exhibit A: Aerial Imagery

CREBILLY FARM/ROBINSON PROPERTY
 Tax ID: p/o 67-4-29, 67-4-29.4, p/o 67-4-29.2,
 p/o 67-4-29.3, 67-4-33.1, 67-4-33, 67-4-32,
 67-4-31, and 67-4-30
 Westtown Township, Chester County, PA

-  Municipal Boundaries
-  Parcel Boundaries
-  Waterways
- Crebilly Farm/Robinson Property**
-  Purchase Area (+/- 207.8 acres)



1031 Palmers Mill Road, Media, PA 19063
 610-353-5557 | natlands.org

1. Parcels, roadways, waterways, and municipal boundaries from Chester County.
 2. Aerial imagery (2018) from FEMA.
- Compiled By: MEB 03/08/2022


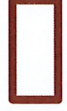
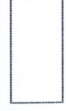

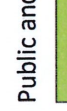




Disclaimer: This map is not a survey. The information imparted with this map is meant to assist Natural Lands Trust, Inc., describe the placement of certain retained, reserved, or excluded rights and to calculate acreage figures. Property boundaries, while approximate, were established using the best available information, which may have included: surveys, tax maps, field mapping using G.P.S. and/or orthophotos. Natural Lands Trust, Inc. makes no representation as to the accuracy of said property lines (or any other lines), and no liability is assumed by reason of reliance hereon. Use of this map for other than its intended purpose requires the written consent of Natural Lands Trust, Inc.



Exhibit A: Location

CREBILLY FARM/ROBINSON PROPERTY
 Tax ID: p/o 67-4-29, 67-4-29.4, p/o 67-4-29.2,
 p/o 67-4-29.3, 67-4-33.1, 67-4-33, 67-4-32,
 67-4-31, and 67-4-30
 Westtown Township, Chester County, PA

Crebilly Farm/Robinson Property

-  Purchase Area (+/- 207.8 acres)
-  Municipal Boundaries
-  Parcel Boundaries
-  Waterways
-  Public and Protected Lands
-  Conservation Easements
-  Conservation Owned
-  HOA Open Space
-  Municipal Open Space/Recreation



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1. Parcels, waterways, roadways, public/protected lands, and municipal boundaries from Chester County.
2. Purchase area from Natural Lands.

Compiled By: MEB 03/08/2022

Disclaimer: This map is not a survey. The information imparted with this map is meant to assist Natural Lands Trust, Inc., describe the placement of certain retained, reserved, or excluded rights and to calculate acreage figures. Property boundaries, while approximate, were established using the best available information, which may have included: surveys, tax maps, field mapping using G.P.S., and/or orthophotos. Natural Lands Trust, Inc., makes no representation as to the accuracy of said property lines (or any other lines), and no liability is assumed by reason of reliance hereon. Use of this map for other than its intended purpose requires the written consent of Natural Lands Trust, Inc.

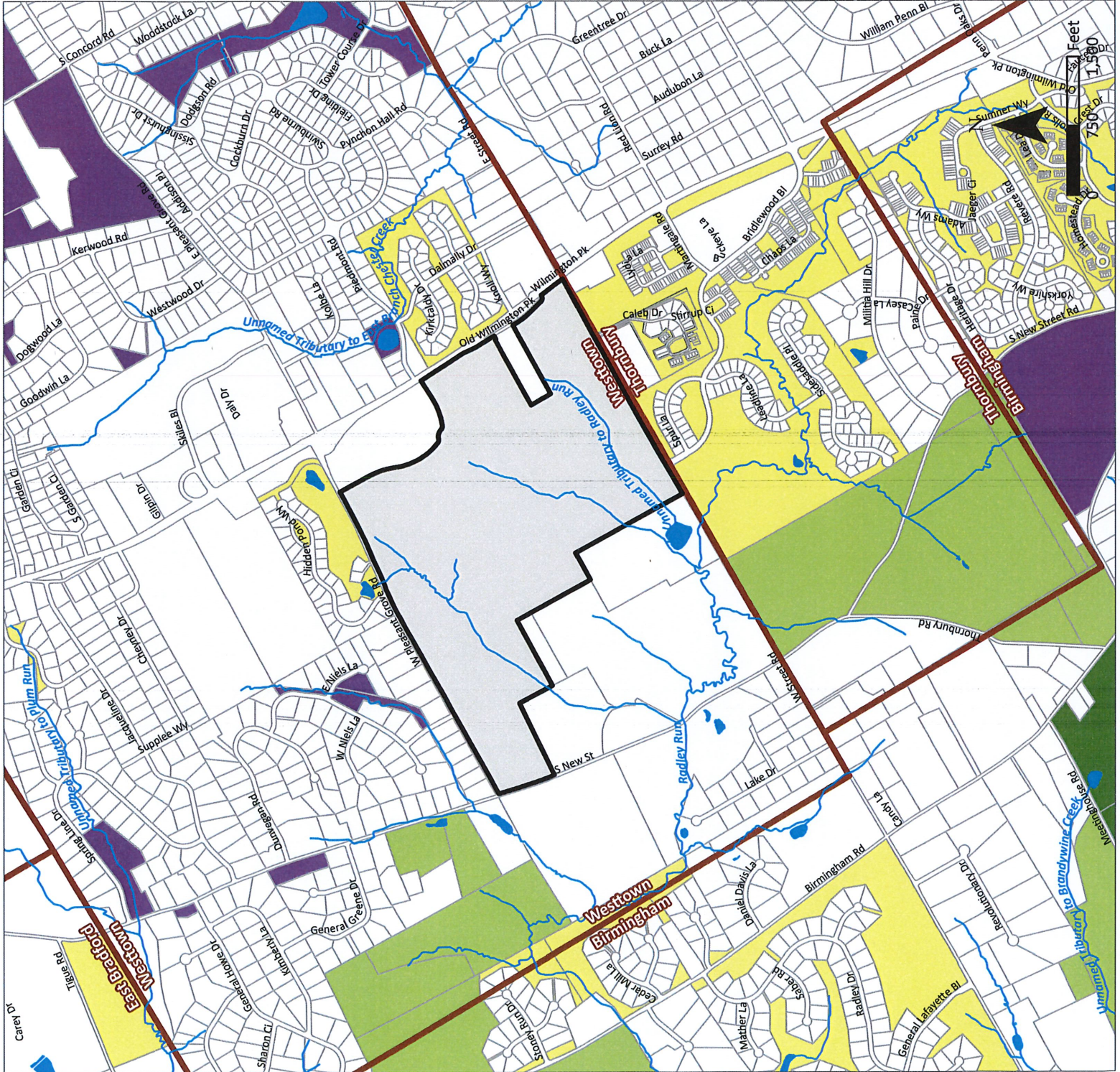







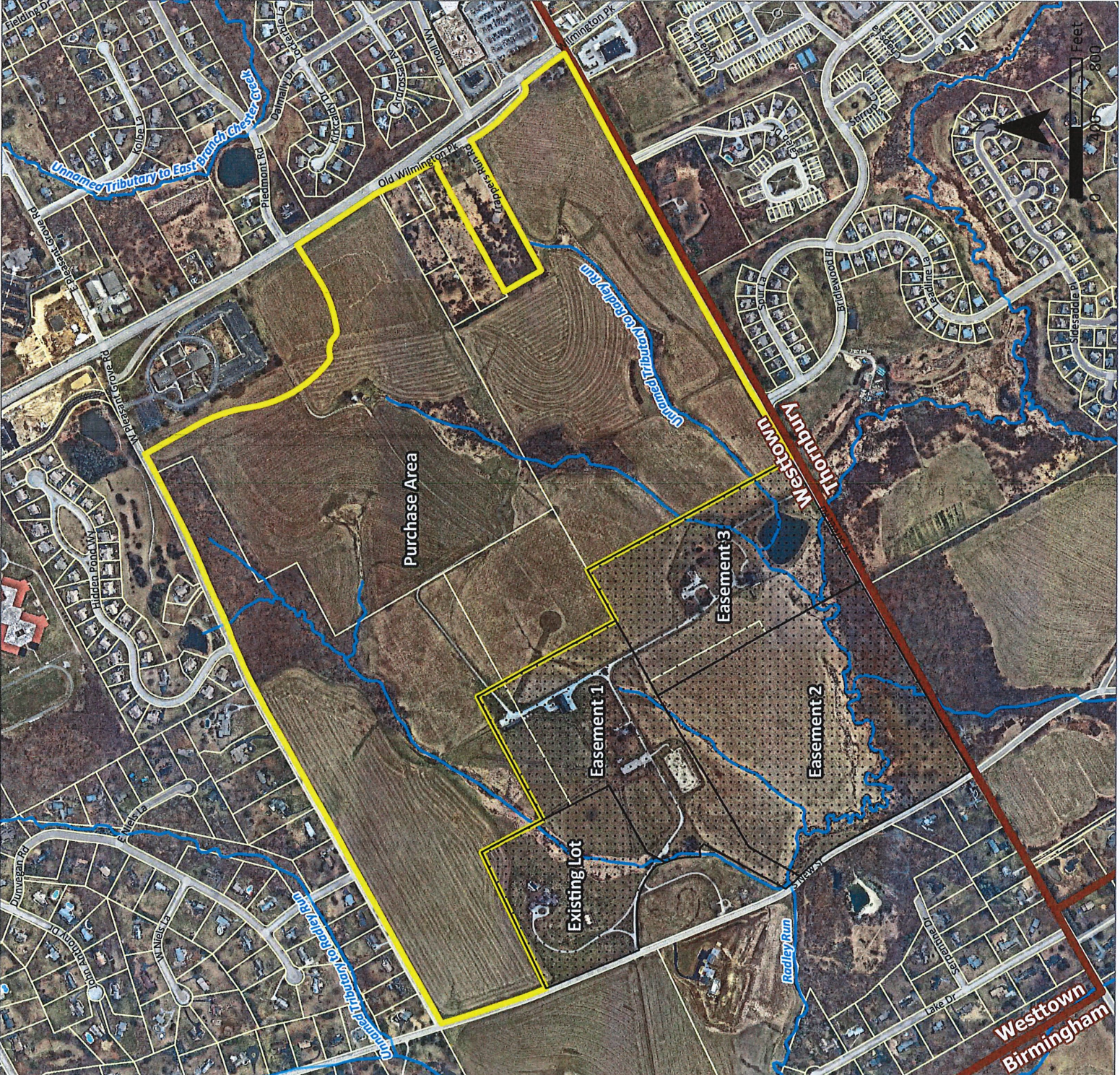
EXHIBIT "B"

Purchase Area

Exhibit B

CREBILLY FARM/ROBINSON PROPERTY
 Tax ID: p/o 67-4-29, 67-4-29.4, p/o 67-4-29.2,
 p/o 67-4-29.3, 67-4-33.1, 67-4-33, 67-4-32,
 67-4-31, and 67-4-30
 Westtown Township, Chester County, PA

-  Municipal Boundaries
-  Parcel Boundaries
-  Waterways
-  Purchase Area (+/- 208 acres)
-  Easement Areas



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 610-353-3587 | natlands.org

1. Parcels, waterways, roadways, and municipal boundaries from Chester County.
 2. Purchase and Easement areas from Natural Lands.
 3. 2020 aerial imagery from DVRPC/NearMap.
- Compiled By: MEB 03/29/2022

Disclaimer: This map is not a survey. The information imparted with this map is meant to assist Natural Lands Trust, Inc., describe the placement of certain retained, reserved, or excluded rights and to calculate acreage figures. Property boundaries, which approximate, were established using the best available information, which may have included: surveys, tax maps, field mapping using G.P.S., and/or orthophotos. Natural Lands Trust, Inc., makes no representation as to the accuracy of said property lines (or any other lines), and no liability is assumed by reason of reliance hereon. Use of this map for other than its intended purpose requires the written consent of Natural Lands Trust, Inc.