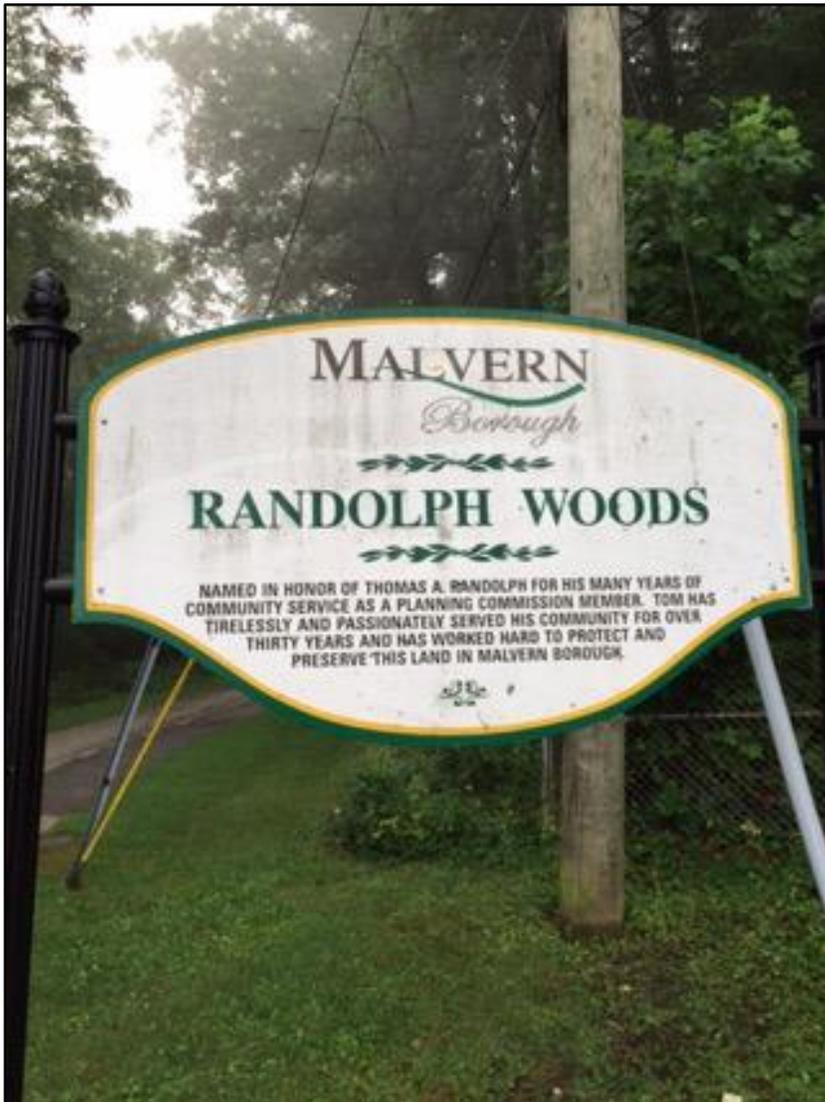


Randolph Woods Ad Hoc Committee

Final Report to Borough Council Randolph Woods Nature Preserve

Vision Statement

The Randolph Woods Nature Preserve aspires to be a vital part of Malvern's park system, providing nature based passive recreation and community activity, while promoting natural resource conservation, land stewardship, and related education.





TO: Borough Council
Mayor Burton

FROM: Randolph Woods Ad Hoc Committee

DATE: December 19, 2017

RE: Randolph Woods Ad Hoc Committee’s final report to Borough Council

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1. Introduction

The Randolph Woods Ad Hoc Committee was formed on January 3, 2017 through the adoption of Resolution No. 726. This Committee was formed based on the recommendation of the Malvern Planning Commission, who had conducted an evaluation of the property in 2016. Under Resolution No. 726, the Committee is charged with providing the following information to Borough Council in a final report:

- The historical use(s) of Randolph Woods.
- The current use (s) of Randolph Woods.
- Legal or practical constraints upon the use of Randolph Woods.
- A professional survey of the lands owned by the Borough and encroachments by others together with photographic documentation of the same.
- A comprehensive analysis of potential future use(s) of Randolph Woods and the respective benefits and challenges associated with each such use.
- A comprehensive statement of capital costs and operating expenses associated with any potential future use(s).
- A comprehensive series of recommendations for the future use(s) of Randolph Woods and any specific capital improvements to be made in relation thereto, together with a rationale for such recommendations.

The Committee was comprised of ten (10) residents of the Borough and included representatives from Borough Council, the Malvern Planning Commission, the Historical Commission, and the Parks & Recreation Committee. Below is a list of the individuals appointed to the Committee:

Joe Bones	John Kohler	Brendan Phillips	Brian Walker
John Butow	John Meisel	Barbara Rutz	
Brian Hamilton	Mark Niemiec	Judy Thomas	

Officers for the Committee were as follows:

- **Chair** – Mark Niemiec
- **Vice-Chair** – John Meisel
- **Secretary** – Christopher Bashore

It was determined that the most efficient method to prepare the final report was to divide into sub-committees, with each having a defined objective. The sub-committees were as follows:

- **Encroachment:** Brian Hamilton, Mark Niemiec, and Judy Thomas
- **Communication/Uses:** John Butow, Brendan Phillips, Barbara Rutz, and Brian Walker
- **Environmental:** Joe Bones, John Kohler, and John Meisel

The recommendations outlined in this report correspond with the sub-committees.

The Committee held regular meetings and all meetings were advertised as required in the Daily Local newspaper. The following are the dates of the meetings that were held:

March 15, 2017	May 31, 2017	September 27, 2017
April 12, 2017	June 21, 2017	October 18, 2017
May 10, 2017	July 19, 2017	November 15, 2017
May 31, 2017	August 30, 2017	December 13, 2017

At the regular meetings, the Committee sought insight on the development of the final plan from various professionals with the necessary background information needed to make proper recommendations. This included the Borough Engineer and the Borough Solicitor to discuss the preparation for the required survey and the enforcement action against encroaching property owners. Mayor David Burton was also involved by providing history on the use of the property from his tour with Malverns Worldwide.

Members of the Willistown Conservation Trust were also integral to the process with input provided from:

- Bill Hartman – Director of Stewardship
- Kristen Henwood – Associate Director of Stewardship
- Lisa Kiziuk – Director of Bird Conservation
- Blake Goll – Nature Education Coordinator
- Lauren McGrath – Field Study Site Coordinator

The members of the Trust were crucial in guiding the Committee in terms of background information and the professional input necessary to complete the recommendations to Borough Council.

Outside organizations also presented information to the Committee. This include Richard Collier and David Cavanaugh's (from Land Concepts, LLC, a land planning firm based out of Blue Bell, PA) presentation on master planning efforts at the July 19, 2017 meeting and Norman Glass' presentation on restoration of the existing pump house at the November 15, 2017 meeting. Rusticraft Fence Co. was also consulted for budgetary information. The contributions and insights from these individuals will be discussed further in this report.

In addition to the regular meetings, the Committee conducted two (2) site walks on the property. This was done in order to:

1. Document the existing conditions of the property and identify future uses for the property, including additional passive recreational opportunities and re-establishing the trail network.
2. Evaluate the issues of encroachment by neighboring property owners.

3. Evaluate the condition of the trees and vegetation on the property.

During this process, status reports were provided to Borough Council, both in writing and in presentations at two (2) meetings. These reports were presented at the June 6, 2017 meeting and September 19, 2017 meetings. Information for those reports has been incorporated.

The following will include a discussion on the items outlined in the establishing resolution and the recommendations for Council to consider.

2. Historical Uses of Randolph Woods

a. Park overview

The Randolph Woods Nature Preserve is a 43 acre park located in the southeastern portion of the Borough along the border with Willistown Township.¹ There are 38 acres currently covered by a conservation easement with the Willistown Conservation Trust.

b. Borough Water System

The Randolph Woods Nature Preserve was originally the main operations of the Borough's water system, with original pump house still located on the property.² This facility is currently utilized as a workshop for the Public Works Department. The pump house was built around 1890 and was purchased from David Evans.

When in operation, the Borough's water system consisted of seven (7) springs (these springs produced approximately 150,000 gpd) and four (4) pump houses. The springs would flow into a cistern located by the pump house, which was 30 ft. deep and 23 ft. in diameter. From there, it would pump into a 50,000 gallon tank located across from the pump house. All the well pumps also pumped into a tank and water would be treated before being pumped uptown to two (2) 85 ft. high tanks, which were located on Roberts Lane next to what is now the site of St. Patrick's Church. They would hold 106,000 gallons each. There was also a 500,000 gallon tank located at Crest Ave. and Highland Ave. to supply the western part of the Borough. All water was treated with chlorine and soda ash. In 1976, the Borough switched from soda ash to caustic and chlorine.

In 1976, the Borough constructed a new attached room to house the chlorine cylinder so that they were not in main building. Ultimately, the Borough decided to sell the water system to private utility. The water system was sold to Aqua around 1996.

¹ ChescoViews – Chester County GIS System

² The pump house is not part of the easement with the Willistown Conservation Trust.

c. Public park/park master plan

The Randolph Woods Nature Preserve has been identified as a significant asset to the Borough prior to the sale of the water system (referred to as the “Ruthland Avenue Tract” in the plan document). In the early 1990s, the Borough commissioned Urban Research & Development to prepare a master park, recreation, and open space plan. This plan was adopted by Borough Council on November 24, 1992. This plan outlines the following:

- Strong support from the Borough and the community that the property remain in its natural state.
- Protect the public water resources on the site.
- Establish greater accessibility for hiking, walking, and environmental education.

The plan recommended the following improvements, some of which were implemented:

- Improve existing trails
- Add new trails
- Provide a small seating area
- Define the parking area
- Construct two (2) wooden bridges over the creek
- Establish a small picnic grove
- Install signs to highlight tree species, wetlands, and natural features
- Install orientation and directional signs
- Clean up the entire site

Information from this plan have been included in this report as Appendix “A.”

d. 2001 Willistown Conservation Trust Easement

In the late 1990s/early 2000s, the Borough began exploring the potential of placing the Randolph Woods Nature Preserve on a conservation easement. Borough resident Sarah S. Bones worked extensively with the Borough on securing the easement with the Willistown Conservation Trust. In her report, Ms. Bones provided extensive information on the need to protect the property, noting the high value of environmental resources on the property, including:

- The property’s location within the Crum Creek watershed, with the headwaters (Ruth Run) residing on the property.
- Steep slopes located on the central portion of the property.
- The value of the property as an open space resource for the community.

The establishment of the easement ensured that the property would be protected in perpetuity from development. Placing the property in a conservation easement provided a higher level of protection than these that are provided through zoning and other land use regulations.

The Borough entered into the easement agreement with the Willistown Conservation Trust on September 18, 2001. Of the approximately 43 acres contained within the property, 38.2062 were placed in the “Conservation Easement Area.” A plan dated June 1, 2000 prepared by Howard Doran, Engineering and Surveying, and last revised August 21, 2001 by Peter Krassas Jr. and Associates defines the easement area. This area is provided for passive recreation as defined in the easement agreement and sets forth limitations on the property. The easement agreement is attached as Appendix “B.”

3. Connection to previous planning efforts

The Randolph Woods Nature Preserve has featured prominently in the Borough’s previous planning efforts. These include:

- 1992 Open Space and Recreation Plan
- 2010 Regional Trail Network
- 2012 Comprehensive Plan
- 2013 Malvern – Willistown Greenway Master Plan
- 2016 Malvern Planning Commission Report

The discussion below will provide background information on each planning effort as it relates to the Randolph Woods Nature Preserve.

a. 1992 Open Space and Recreation Plan

The Borough commissioned a plan for open space and recreation in the Borough. This plan was commissioned for two (2) major reasons:

- i. To meet the active and passive recreation needs of the current and future residents.
- ii. To preserve the environmental resources vital to the Borough’s natural character.

In addition, the plan fulfilled requirements of the Municipalities Planning Code (MPC) in providing an adopted recreation plan in order to lawfully require the developers to either dedicate recreation land or provide for a fee-in-lieu of dedicated park land.

The plan identifies the near unanimous support to preserve the Randolph Woods Nature Preserve in its natural state. Additionally, the public believed that

hiking/walking trails should be placed on the property. The recommendations outlined in this plan were discussed earlier in this document.

b. 2010 Regional Trail Network

In 2010, the Borough, in conjunction with Willistown Township, created a map of regional trail assets. This includes existing and potential trail areas, as well as built the foundation for the Malvern-Willistown Greenway Plan. The Randolph Woods Nature Preserve is featured in this plan.

A copy has been included as “Appendix C”.

c. 2012 Comprehensive Plan

Article III of the Pennsylvania Municipalities Planning Code outlines the components of a municipal comprehensive plan. Section 301 outlines that a plan for parks and recreational areas shall be included in the plan. As such, the Borough’s 2012 Comprehensive Plan includes discussion on the Randolph Woods Nature Preserve.

The Randolph Woods Nature Preserve is identified as a community park.³ The 2012 Comprehensive Plan recommended the following:

- Pursue the design set forth in the 1992 Open Space and Recreation Plan
- Complete improvements to the existing trails and the trail network
- Pursue installing interpretive signs to highlight tree species, wetlands, and other natural features.

In addition, the 2012 Comprehensive Plan recommends providing environmental educational opportunities in the Randolph Woods Nature Preserve.

d. 2013 Malvern – Willistown Master Greenway Plan

In 2010, the Borough and Willistown Township began the planning process to establish a multi-phased effort to create an inter-municipal greenway. This plan was intended to connect existing open space and community resources by way of a safe and well-marked trail system. The proposed trail network is expected to combine existing and new pedestrian transportation systems. The plan envisions establishing this network over several years.

³ Three (3) definitions of “community park” are included in the 2012 Comprehensive Plan. They are:

- **Malvern OSRER Plan:** 25 acres or more, with a 1-mile service area equal to a 20-minute walk
- **NRPA Guidelines:** 30 to 50 acres in size, serving the surrounding 0.50 to 3.0 miles
- **Linking Landscapes:** 20 to 399 acres, with a 2.5 mile service area equal to a 5-minute drive or 30-minute walk

The Randolph Woods Nature Preserve was envisioned as a component of the “Central Section” of the plan. This plan recommends that the greenway connect to the existing soft trail network in the Randolph Woods Nature Preserve leading to the Duffryn Trail in Willistown Township.

A copy of this discussion has been included as “Appendix D”.

e. 2016 Malvern Planning Commission Report

In November 2016, the Malvern Planning Commission prepared and presented a report to Borough Council on the condition of the Randolph Woods Nature Preserve. This report provided details on the condition of the property, including issues with encroachment, the state of the existing trail network, and vegetation concerns, and made recommendations for the future. It was from this report that Borough Council established the Randolph Woods Ad Hoc Committee.

4. Current uses

The Randolph Woods Nature Preserve provides passive recreational opportunities for residents of the Borough and the surrounding area. This type of recreational use focuses on low-impact activities that do not require facilities and do not result in the disruption or alteration of natural features. Examples may include hiking, walking, and bird watching. In addition, these recreational areas typically focus on protecting or conserving a specific natural, historical, or locally significant landscape.⁴ The 2012 Comprehensive Plan notes that there are approximately 103 acres of passive recreational land in the Borough.

In examining this definition, the Borough’s efforts with the Randolph Woods Nature Preserve meet the defined goal of conserving a specific natural or locally significant landscape. This is due to the property’s connection to the Crum Creek Watershed. Ruth Run represents the headwaters of Crum Creek, and is critical that this resource be protected. The stream has been impacted by recent development activity due to run-off that has resulted in additional sediment in the stream. The Crum Creek Watershed is classified as an “Exceptional Value” watershed by the PA Department of Environmental Protection. The Chester-Ridley-Crum Watersheds Association notes that this resource is being threatened by large-scale development and additional impervious surfaces in the upper watershed. Nearly the entire watershed is classified as “impaired” by the PA Department of Environmental Protection.⁵

5. Legal and/or practical constraints

a. Terms and provisions of the Willistown Conservation Trust easement

⁴ 2012 Malvern Borough Comprehensive Plan

⁵ Chester-Ridley-Crum Watershed Association

As previously noted, nearly all of the property was placed in a conservation easement with the Willistown Conservation Trust in 2001. Please note that 38.2062 acres of the parcel are in the defined "Conservation Easement Area" (CEA), and therefore, subject to the terms of the easement. Areas excluded from the CEA are the location of the pump house and parking (0.402 acres) and the portion housing the Public Works facilities (3.155 acres).

The easement agreement sets forth terms that the Borough must adhere to in perpetuity, including, but not limited to:

- Permitted recreation and open space activities, limited to passive recreation.
- Permitted additional improvements, including fencing, one (1) lean-to gazebo or picnic shelter (limited to a maximum of 400 sq. ft. and 20 ft. in height), a birdwatching platform, bridges, and unpaved trails.
- Location of permitted improvements.
- Regulations on ecological and habitable improvements.
- Regulations on architectural materials.
- Limitations on the access drive width.
- Restrictions on lighting.

The Borough is required to notify the Willistown Conservation Trust regarding proposed improvements within the CEA and obtain approval, according to the terms of the easement.

Additional regulations include the following:

- Compliance with Best Management Practices.
- Regulations on the use of chemical and biological additives.
- Regulations on soil disturbance.
- Sign regulations.
- Prohibitions/regulations on quarrying, excavating, groundwater removal, stream/wetland disturbance, dumping, tree removal, and the use of motorized vehicles.

The easement agreement is on file with the Borough.

b. Crum Creek Watershed and the Willistown Conservation Trust watershed initiative

Ruth Run is an important part of the Crum Creek watershed. This small headwater stream is fed by a series of springs located within Randolph Woods, which protects approximately one quarter of a mile of Ruth Run. The protection of small headwater streams is vital to maintaining downstream water quality, and the high quality of Crum Creek is due, in part, to the high value of Ruth Run. Randolph Woods provides

important riparian buffer zones along the start of Ruth Run and filters the water entering the waterway as runoff from the surrounding developed areas. Current higher priority threats to the integrity of Ruth Run include runoff contaminated with sediment from degraded trails in the woodland and the presence of invasive plant species, including *Phragmites australis*, an invasive reed that is growing in the wetland where the springs originate.

Willistown Conservation Trust is establishing a long term monitoring site downstream of Ruth Run on the main stem of Crum Creek to gain a better understanding of the function of the headwater streams of Chester, Darby, Crum and Ridley Creeks. Water chemistry and macroinvertebrate insect samples will be taken on a regular basis and analyzed to quantify the function of the stream. Through this effort, we will be better suited to recommend and assess best management practices for Randolph Woods and their impact on the water quality of Ruth Run. Willistown Conservation Trust has partnered with the Academy of Natural Sciences/Drexel to use data collection protocols laid out in the Delaware River Watershed Initiative (DRWI), a standardized research method that has been used throughout the Delaware River Watershed, to add the data collected in our study area into the larger DRWI database.

6. Property Survey

a. Survey plan prepared by Edward B. Walsh & Associates

Resolution No. 726 charged the Committee with conducting a survey of the Randolph Woods Nature Preserve. The purpose of this survey was three (3) fold:

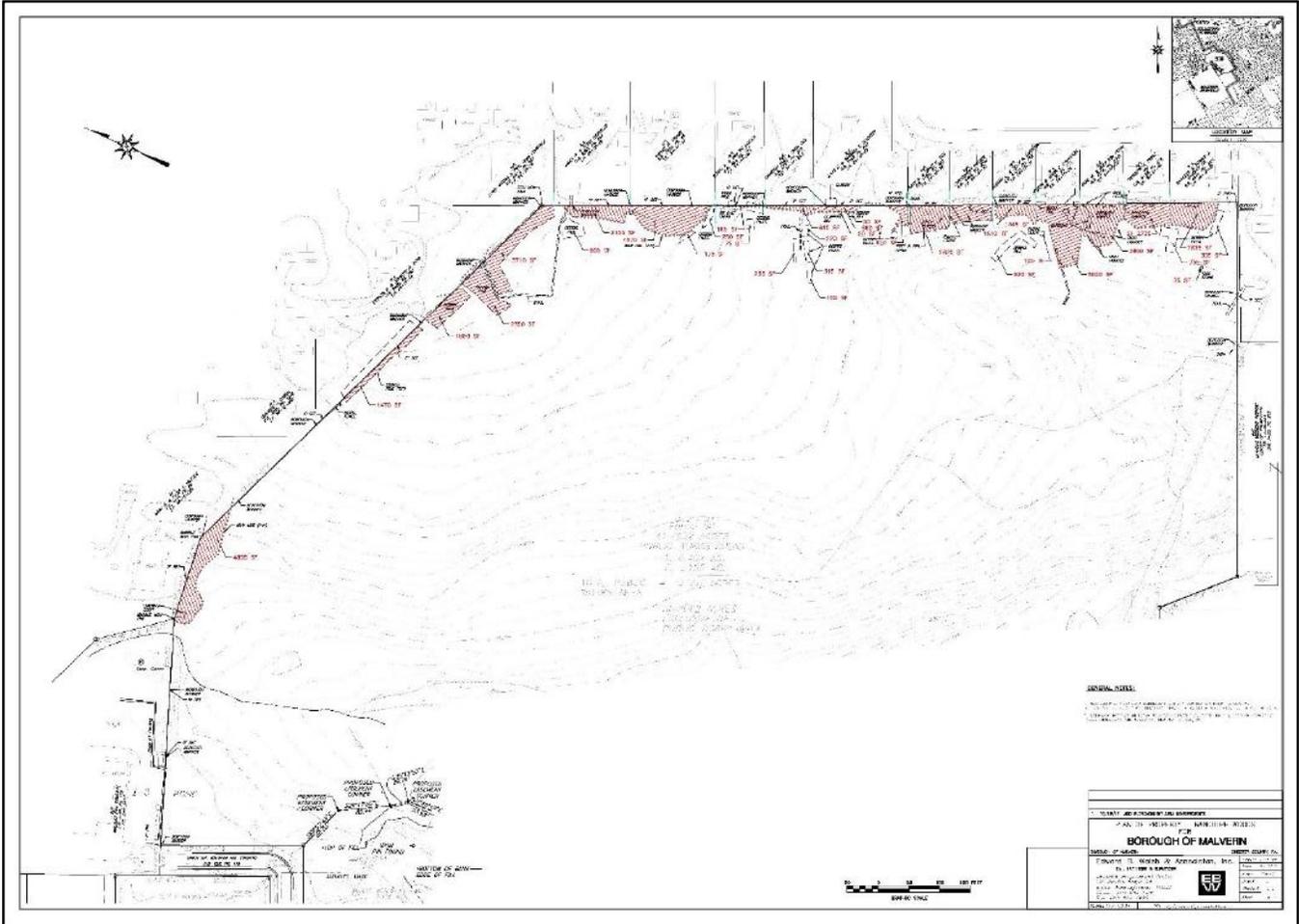
1. Document encroachment currently occurring as a result of activities from neighboring property owners.
2. Confirm that the property boundary markers that were previously installed by the Borough are on (or within close proximity to) the property line.
3. Confirm that previous property markers are still in place.

The survey plan confirmed that the property boundary marks are in close proximity to the property line. In addition, the survey plan indicates that there is 1.10 acres (47,925 sq. ft.) currently being encroached upon. Encroachment activity on the property includes the following:

- Mowing and removal of existing vegetation
- Structures (e.g., fences, chicken coop, sheds, pool)
- Various gardens

Notification of the survey was sent to seventeen (17) property owners in Willistown Township who abut the property. A copy of the letter and the distribution map are included as "Appendix E".

Below is the survey plan completed by Edward B. Walsh & Associates. A full-size plan is on file with the Borough.



b. Site Walk Documentation

In order to properly evaluate the site, the Committee conducted two (2) site walks: April 23, 2017 and November 12, 2017. Below are pictures from the site walks:



The above picture shows trash and debris removed from the site during the April 22, 2017 stream clean up event held by the Chester-Ridley-Crum Watershed Association.



The picture to the left displays an example of encroachment currently occurring on the property. A property marker installed by the Public Works Department is shown. Left of the post, we see on going lawn maintenance encroaching on to the Borough's property. Encroachment is prevalent on the western portion of the property with property owners in Willistown Township. Please note that property owners approached us during the site walk.



The picture to the left shows additional encroachment occurring from neighboring property owners. This image is of a vegetable garden that has been fenced in. As indicated in the picture, one of the posts installed by the Borough is being used as a post for the fence around the garden.



The picture to the left shows a post and rail fence installed past the property boundary. The property marker installed by the Public Works Department is clearly visible.



The picture to the left illustrates a timber pile currently located on the Randolph Woods Nature Preserve. The origination of the timber is being investigated.

7. Analysis & Recommendations

In order to make recommendations on future activities and uses for the Randolph Woods Nature Preserve, the Committee determined that the best approach would be from a sub-committee level. As such, each sub-committee outlined recommendations for Borough Council's consideration. Additional details on these recommendations is contained in "Appendix F".

a. Communication/Uses

Recommendations from the Communication/Uses Sub-Committee focus on four (4) discussion areas, with short- and long-term goals identified. These four (4) areas are:

- i. Raising awareness of Randolph Woods
- ii. Reduction of existing negative uses
- iii. Improvements
- iv. Future Uses

Recommendations for each will be discussed below.

1. Raising awareness of Randolph Woods

An informal survey concluded that the majority of residents are not aware of the Randolph Woods Nature Preserve. In order to better raise awareness of the Randolph Woods Nature Preserve, the sub-committee recommends the following actions be taken:

1. Create additional information through the Borough website, mailings, and social media in order to better inform the public about Randolph Woods.
2. Hold events from the Parks & Recreation Committee at the site.
3. Promote the property as an area to hold events from outside organizations (e.g., Boy & Girl Scouts, non-profit environmental organizations).
4. Establish signage referring to the property as the "Randolph Woods Nature Preserve."
5. Establish a logo for the property.
6. Make the property more pedestrian accessible/friendly through a painted pedestrian walkway, sidewalk extension, and/or the installation of wayfinding signage.
7. Improvement to existing entrances/exits for the property.

2. Reduction of existing negative uses

There are several negative uses currently occurring on the property. These activities include hunting, mountain biking, and soil disturbance.

1. Install a rules sign indicated the permitted activities on the property.
2. Install “No Hunting” signs in prominent locations.
3. Place bicycles racks to discourage the use of bicycles on the trails.
4. Remove all existing hunting stands on the property.

3. Improvements

The recommendations for improvements for the property focus on maximizing the potential of the Randolph Woods Nature Preserve.

1. Install fencing along the border with Willistown Township to address the issues of encroachment.
2. Utilize the existing flier display to provide informational/educational publications.
3. Name the walking trails on the property.
4. Establish detailed mapping for patrons. An example is provided below from Drexel Lodge Park.



5. Fill in any excavated holes in order prevent mosquito breeding. In the alternative, ensure that mosquito tablets are placed in any holes with standing water on the property.
6. Seek to improve the existing trails or consider the installation of new trails on the property.
7. Consider replacement of the bridges.
8. Consider short- and long-term improvements to the pump house.
9. Install bird watching platforms.

10. Install trail posts/signs in order for visitors to better navigate the trail system. An example from Drexel Lodge Park is provided below.



11. Ensure that any additions use a coherent design.

4. Future Uses

The recommendations for future uses focus on a variety of activity that may be consistent with or beneficial to the property.

1. Additional etchings outlining the several wildlife and plant species that populate the Randolph Woods Nature Preserve.
2. Encourage open air painting.
3. Birdwatching – The Willistown Conservation Trust has installed bird boxes on the property to assist the native species that currently nest there. Photographs are included below.



4. Partner with the Willistown Conservation Trust to coordinate environmental studies.
5. Host events for the Parks & Recreation Committee at the site.
6. Promote the property as a site for events by outside organizations.

One item of note is that the sub-committee does not believe that the Randolph Woods Nature Preserve is an appropriate location for a dog park. This site has been proposed for one in the past. Details on this recommendation are found in the summary contained in “Appendix F”.

b. Encroachment

The Encroachment Sub-Committee focused on recommendations to address the continuing encroachment issues occurring on the property. As noted previously, encroachment is occurring on approximately 3% of the property, most notably by residents in Willistown Township, who border the property to the east. According to the survey there are nine (9) properties that have some type of permanent structure

on Randolph Woods. These structures are mostly fencing, gardens and sheds, but in one (1) case there is a pool that intersects with the Woods boundary and a chicken coop (non-active). The remaining properties have un-structured encroachments, which range from debris piles, planted grass and mowing, bird feeders, gardens, burn barrels and wood piles.

Below are a summary of the recommendations from the Encroachment Sub-Committee. Additional information may be found in “Appendix F”.

- **Debris piles and mowed areas:** Complete a total removal of any and all debris piles currently on the property. This may be accomplished through either total removal or mulching in place. Additional dumping may be deterred through a communication plan with the residents and the installation of appropriate signage. Regarding the mowed areas, the Borough should work with the Willistown Conservation Trust to return these to their natural state.
- **Fencing:** It is recommended that an appropriate border fence be installed on the eastern border of the property to combat future encroachment. A quote from a local company is included in “Appendix G”. The style of the fence is integral in maintaining the proper look and feel of Randolph Woods. The Committee recommends that the fence be aesthetically appealing and non-intrusive or obstructive. The Committee understands the border residents have a vested interest in the fence and would like to install fencing that would be attractive but also effective in limiting encroachment onto the Woods. If a fence is ultimately installed, it is recommended that a robust communication plan with the neighboring property owners be established before and during installation.

c. Environmental

The Environmental Sub-Committee focused on recommendations related to the environmentally-sensitive elements of the property. Specifically, this sub-committee evaluated the issues related to invasive species, stream quality, erosion control, and addressed issues that could potential degrade the environmental condition of the property.

- **Invasive Plants:** The significant invasive species on the property are Phragmites and Japanese knotweed. Options to address these issues include conducting a controlled burn, continued monitoring of the area, and removing any potential for additional growth. Vines are also prevalent on the property, including Wild Grape Vine. The Committee recommends that a volunteer team be organized to remove these vines to prevent any further damage/competition.

- **Erosion:** A significant amount of erosion has been identified on the property, most notably on the trails. It is recommended that the far eastern trail be re-routed as it has a steep slope and signs of erosion. Additionally, the sources of erosion should be identified.
- **Tree roots:** Tree roots create a tripping hazard for patrons on the trails, as well as impact the health of the trees. The Borough should install wood chips on the trails to prevent additional tree root exposure.
- **Illegal dumping:** There is dumping that currently occurs on the property. This is evident by the material removed during the annual Chester-Ridley-Crum Watershed Association. It is recommended that the access beyond the end of the paved entry way be blocked to prevent dumping and unnecessary vehicle travel. Additionally, a “No Dumping” sign should be installed at the head of the Duffryn Trail.
- **Streambank restoration:** Current mowing practices are impacting the stream. Due to the value of the resource, it is important to ensure that there is an adequate buffer. It is recommended that the Borough cease mowing close to the stream in order to maintain a more robust natural buffer and provide filtration.
- **Encroachment:** The encroachment occurring on the eastern side of the property has degraded the natural character of the property. Additionally, it has resulted in the loss of native species present on the property. It is recommended that the Borough consult with the Willistown Conservation Trust on whether to chip and/or mulch in place organic debris that has been left or remove it and renovate those areas back to native grasses and plants. Additionally, it is recommended that the Borough consult with the Willistown Conservation Trust to develop plant selections and a planting plan to re-establish the natural habitat in the encroachment areas.

Additional information may be found in “Appendix F”.

8. Budget

The following are budgeting figures for the Borough to consider when contemplating the implementation of these recommendations. Resolution No. 726 charged the Committee with developing an operating and capital budget for the Randolph Woods Nature Preserve. It is our opinion that it is best to allow for final numbers on these costs to be provided from a professional with the necessary expertise to project these expenditures.

a. Operating Budget

Regarding operating costs, since the property exists in a natural setting, there is limited operating expenditures that would be expected. The Borough should continue to allocate funds to maintain the property annually. It is not anticipated that additional staffing is necessary.

b. Capital Budget

The Committee evaluated capital costs for the Randolph Woods Nature Preserve and were able to obtain budgetary estimates for certain items. These will be discussed further below.

- **Development of a Master Plan**
 - **Budget estimate:** \$15,000 – \$22,000

Developing a Master Plan for the Randolph Woods Nature Preserve is critical to guiding the future of the property. This effort would involve:

- A site evaluation and assessment
- Program of uses/facilities and options
- Concept plan options and final plan
- Implementation strategy
- Development of a final plan document

This process would also involve public participation and user input through workshops and meetings. These would allow community members to respond to the components of the plan and create important degree of ownership in it.

In order to prepare this budgetary estimate, the Borough met with Land Concepts Group to discuss the process. A copy of their information has been included in “Appendix G”. Please note that this firm previously worked with the Borough to develop the Malvern – Willistown Greenway Master Plan.

- **Installation of border fencing**
 - **Budget estimate:** \$70,000

The Committee recommends that the Borough install a border fence along the eastern border with Willistown Township to address encroachment. It is recommended that the fence be a post and rail fence with concrete posts. The rationale behind this recommendation is to limit the maintenance responsibilities of the Public Works Department.

It is estimated that the fence would need to be 2,500 LF in order to adequately address the encroachment that is occurring. Rusticraft Fence Co. was consulted on this estimate.

Detailed information on this project are contained in “Appendix H”.

- **Upgrading the pump house**
 - **Budget estimate:** \$250,000 – \$300,000, plus an estimate 8% to 10% in architectural costs

The Committee believe that the pump house is a critical element to the property that is currently underutilized. Currently, the building is used as a woodshop for the Public Works Department. This building is outside of the CEA and, therefore, not subject to the terms of the easement. Additionally, this building is a significant resource for the Borough due to its connection to the former water system. It is envisioned that this building could be converted to an educational center.

As part of this plan, the Committee met with an area restoration carpenter to gauge what this would entail. The plan would involve restoring the interior of the springhouse so that the spring is visible and the pump room a display area for the educational center. A new accessible entrance would need to be installed and an entrance leading to the pump house.

Detailed information on this proposal are contained in “Appendix I”.

c. Funding

The Committee has discussed funding options to complete the recommended items in this report.

- **Allowing donations/contributions to offset costs**

The Committee evaluated other parks and open space areas throughout the region. In several of these parks, there is evidence of this activity through plaques, most notably on benches. An example from Drexel Lodge Park is below.



The Borough could solicit contributions from local businesses and/or organizations to sponsor benches or contribute towards improvements for the Randolph Woods Nature Preserve. Examples would include Aqua PA, Comcast, Verizon, and the Upper Main Line Rotary Club.

- **Grants**

Grant funding is available through state and county sources to assist with completing the projects identified in this report.

- **Vision Partnership Program**

This grant program is offered through the Chester County Planning Commission annually and provides both technical and financial assistance to municipalities in preparation of various planning efforts. The Borough has been very successful in the past in receiving funding through this program. This grant program requires a 50% match in funding. There are two (2) rounds offered each year.

- **Municipal Grant Program**

This program is administered by the Chester County Department of Open Space Preservation and seeks to preserve land while funding park, trail, and greenway acquisition and construction projects with maximum public benefits that attract substantial funding from other sources. All 73 municipalities and land-owning municipal recreation authorities may apply for these grants. Development grants are available for facility and trail construction costs. This program offers a maximum contribution of 50% of the costs. As the Randolph Woods Nature Preserve is greater than 20 acres, the Borough would be eligible for a grant of up to \$250,000.

- **PECO Green Region Grant Program**

The PECO Green Region Grant program offers assistance to local communities in efforts to preserve and enhance open space. Recreation activities are limited to passive recreation. Funding is offered to assist in:

- Developing or updating open space plans.
- Improving municipally-owned open space and parkland.
- Open space acquisition.
- Conservation easement acquisition.

This program requires a 50% match from the municipality and has a maximum award of \$10,000.

- **Community Parks & Recreation Grants**

The PA Department of Conservation and Natural Resources' Community Parks & Recreation Grant program offers funding to municipalities to fund planning efforts, park rehabilitation, and development. Projects eligible under this program include:

- Master site development plans.
- Comprehensive park, recreation, and open space plans.
- Land conservation and stewardship plans.
- Indoor recreation facility feasibility studies.

The Borough would be eligible to receive a Small Community Development Grant through this program. This program is available to communities under 5,000 in population. Applicants can receive a \$20,000 grant with no match requirement and an additional \$20,000 grant with a \$20,000 local match, provided the total project cost does not exceed \$60,000.

- **Community Conservation Partnership Program**

The PA Department of Conservation and Natural Resources' Community Conservation Partnership Program (C2P2) provides grants to municipalities to fund projects related to, parks, recreation, and conservation. The C2P2 program funds the following project types:

- Planning, acquisition, and development of public parks
- Recreation areas

- Motorized and non-motorized trails
- River conservation and access
- Conservation of open space
- Master Site Development Plan
- Swimming Pool Complex Feasibility Study
- Indoor Recreation Facility Feasibility Study
- Comprehensive Recreation, Park and Open Space and Greenway Plan
- Rivers Conservation Plan
- Land Conservation and Stewardship Plan
- Combination Projects

This program requires a 50% match from the municipality. Please note that the C2P2 program has a small fund available statewide (approximately \$40 million) and is extremely competitive.

9. Conclusion

The Randolph Woods Nature Preserve is a critically important component of the Borough's landscape. This is evident through its prominent place in the Borough's history and how it has been emphasized in previous planning efforts. Malvern Borough is fortunate to have this resource available for its residents and the regional community. It is clear from our evaluation that this park is under-utilized. In order to maximize its potential, we have made a series of recommendations to ensure that it remains a vital component of the Borough's landscape for future generations. This includes addressing the rampant encroachment occurring on the eastern border, removing environmental impacts, promoting it through various activities, and removing the negative uses (e.g., hunting stands, mountain bike ramps) that been placed on the property.

In completing this report, the Committee has relied heavily on the Willistown Conservation Trust for guidance and recommendations. These individuals have been invaluable and we believe that they should be included in all future planning efforts for the Randolph Woods Nature Preserve. They have expressed a strong interest in continuing to be a part of this endeavor.

The recommendations come at a significant capital investment for the Borough. While the Borough should continue to allocate funds annually to ensure that this property is being addressed, the Committee also believes that the Borough should seek out other funding sources to help offset these costs. This may be done through private donations and/or grants.

We thank Borough Council for recognizing the value the Randolph Woods Nature Preserve brings to the community and for the opportunity to prepare this report.

2. Improve the Borough's 48-Acre Ruthland Avenue Tract for Low-Intensity, Passive Recreation.

The 48-acre Ruthland Avenue tract is the largest publicly-owned open space in Malvern. There is strong concern in the Borough that the property should remain in a natural state and that the public water sources on the site should be protected. At the same time, residents wish the property could be made accessible to the public for hiking, walking and environmental education.

The accompanying master plan is a suggested design scheme for creating a passive recreation area at the Ruthland Avenue tract. We recommend renaming the tract "Malvern Woods" and implementing the following improvements, in phases, as the appropriate and financial organizational resources become available:

- Improve existing trails
- Add new trails
- Provide a small seating area
- Define parking area
- Construct 2 wooden bridges over the creek
- Establish a small picnic grove
- Install interpretive signs to highlight tree species, wetlands and other natural features
- Install orientation and directional signs
- Clean up entire site

3. Construct A Soccer Field At the Elmer McAdoo Athletic Fields.

Malvern Borough should work with the Paoli Memorial Association, the Malvern Park and Civic Association and the Greater Chester Valley Soccer Association to plan, fund and construct a soccer field at the Elmer McAdoo Athletic Fields. The field could be located in the currently open area adjacent to the existing Little League baseball field, tennis courts and playground. Malvern residents are among the 1200+ youngsters who participate in the Soccer Association, yet the Borough does not have any soccer fields. The Soccer Association needs additional fields and may be able to assist with the necessary funding.

4. Consider Establishing Mini-Parks At Future Residential Subdivisions of More Than Ten Homes.

Malvern Borough should consider establishing mini-parks at future residential subdivisions of more than ten homes. Mini-parks are small open spaces or tot lots. They typically serve a single residential subdivision, apartment/townhouse complex or similar-sized sub-neighborhood area. Malvern Borough does not currently have any mini-parks. Land for mini-park areas can be acquired directly from residential developers using mandatory dedication regulations. Mandatory dedication regulations and how they can be applied in Malvern Borough are discussed elsewhere in the recommendations section of this Plan.

PROPOSED MALVERN WOODS MASTER PLAN

WETLAND DELINEATION

- WETLAND FIELD SURVEY
- WETLANDS MAP

SIGNAGE

- ENTRANCE SIGN
- PARKING SIGN
- ORIENTATION SIGN
- INTERPRETIVE SIGNS ALONG TRAILS



PICNIC GROVE

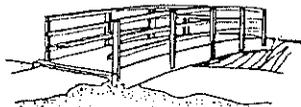
- 3-4 PICNIC TABLES
- 2 BBQ GRILLS
- TRASH RECEPTACLES
- BIKE RACK

PARKING

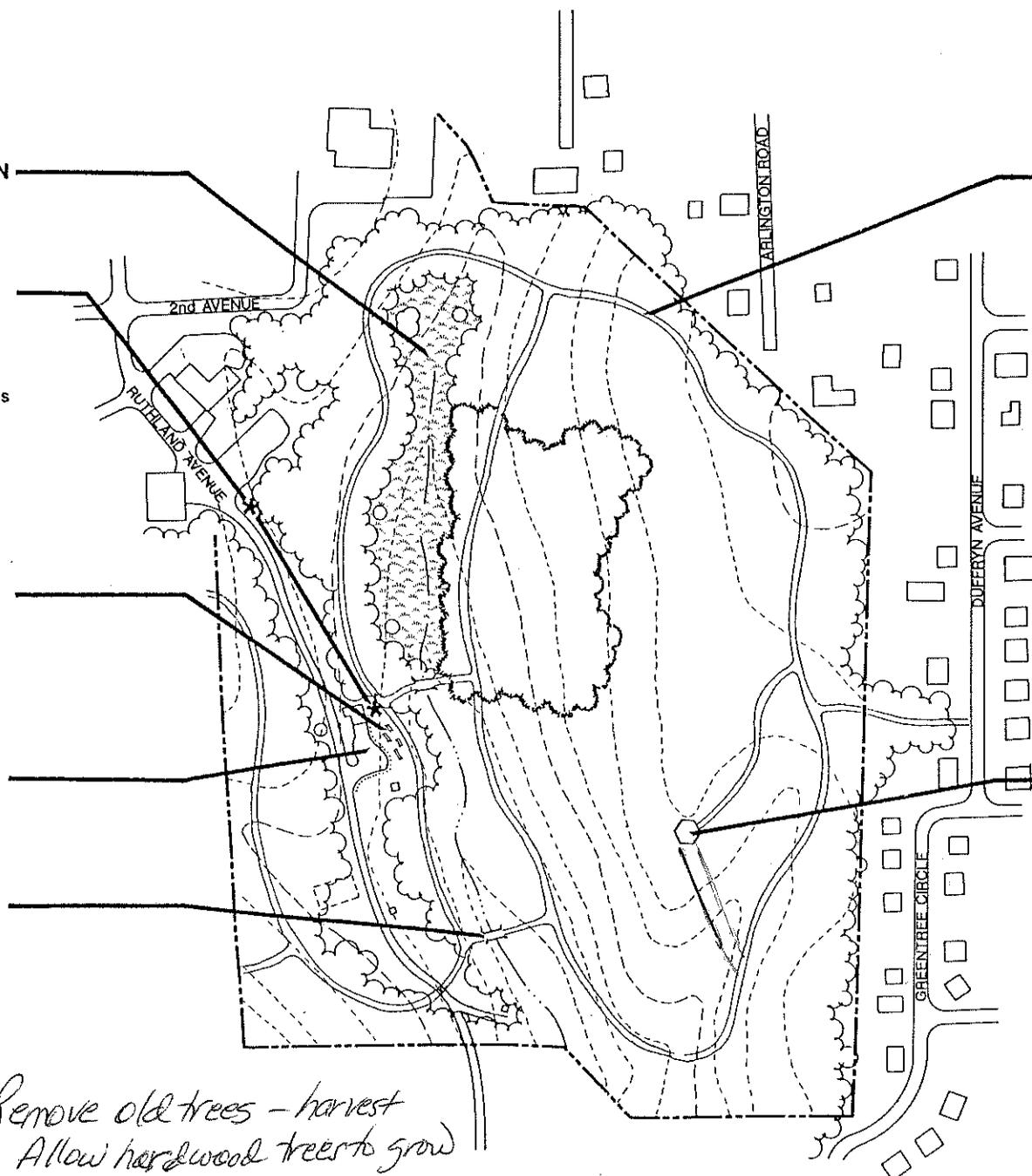
- DEFINE PARKING AREAS WITH RAILROAD TIES AND WOODEN BOLLARDS

BRIDGES

- 2 WOODEN BRIDGES CROSSING THE CREEK



*Remove old trees - harvest
Allow hardwood trees to grow*



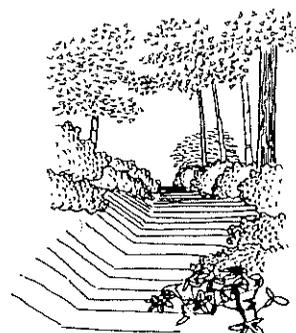
TRAIL NETWORK

- IMPROVE EXISTING TRAILS
- ADD NEW TRAILS

blacktop (?)

PLANTINGS

- ADDITIONAL NATIVE PLANTINGS (Dogwood, Hemlock, Northern Rhododendron, Other)



SEATING AREA

OPTIONAL LATER PHASES

- PICNIC PAVILION
- OVERFLOW PARKING AREA
- RESTROOMS



TOP
REGISTERED

THIS GRANT OF EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, hereinafter referred to as the "Easement", made the 18th day of September, 2001.

BETWEEN, The Borough of Malvern, having an address of One First Avenue, Suite 3, Malvern, Pennsylvania 19355, party of the first part, hereinafter called "Grantor",

AND

WILLISTOWN CONSERVATION TRUST, INC., a non-profit corporation of the Commonwealth of Pennsylvania, having an address of 7000 Goshen Road, Newtown Square, Pennsylvania, 19073, party of the second part, hereinafter called "Grantee",

WITNESSETH

WHEREAS, Grantor is the owner of a certain tract of ground known as the Ruthland Avenue Tract, located in Malvern Borough, Chester County, Commonwealth of Pennsylvania, Uniform Parcel Identifier Number 2-4-361, containing approximately 41.7632 acres of land a portion of which is hereinafter called the "Conservation Easement Area". The Conservation Easement Area contains 38.2062 acres of land and is identified on a plan prepared for Malvern Borough by Howard W. Doran, Engineering and Surveying, dated June 1, 2000, last revised August 21, 2001 by Peter Krassas Jr. and Associates and attached hereto and made a part hereof as Exhibit "A". The Conservation Easement Area is further described by legal description and attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, the Conservation Easement Area possesses natural, scenic, recreational, open space, and water resource values worthy of conservation protection, and of great importance to the Grantor and the community, hereinafter called the "Conservation Purposes"; and

WHEREAS, the specific Conservation Purposes of the Conservation Easement Area are documented in a natural resources inventory on file at the office of Grantee, incorporated by this reference ("Baseline Documentation") which consists of reports, maps, photographs, and other documentation intended to provide Grantor and Grantee with an accurate representation of the Conservation Easement Area at the time of this Easement and which will serve as an objective information baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, the Pennsylvania General Assembly, in enacting the Conservation and Preservation Easements Act, has recognized the importance and significant public and economic benefit of conservation easements (in its ongoing efforts to protect, conserve or manage the use of the natural, historic, agricultural, open space and scenic resources of the Commonwealth; and

WHEREAS, the Conservation Easement Area is located in the Piedmont Region and includes steep slopes, woodland, high water table soils, wetland, open space; and

WHEREAS, the entirety of the Conservation Easement Area shall be placed under conservation easement agreement with Grantee and protection of the Conservation Easement Area will enhance the purpose of preserving and protecting open space, water resources, sensitive natural areas; and

WHEREAS, the Chester County Open Space and Recreation Study adopted by the Chester County Planning Commission and the Chester County Parks and Recreation Department in June, 1982 encourages stream valley preservation and the use of conservation easements as a means of their protection; and

WHEREAS, the Malvern Borough Parks and Recreation and Open Space Plan includes a Master Plan for the Ruthland Avenue Tract, designating it for passive recreation and preservation; and

WHEREAS, the Easement provides for public access for specific passive recreational activities and to assist in the education of the public on the environmental and visual aspects of the Conservation Easement Area; and

WHEREAS, Grantor desires to preserve the educational, recreational, historic, natural, open space, agricultural, scenic and water resources of the Conservation Easement Area and further desire to conserve and protect the Conservation Easement Area from soil erosion, water pollution, and other human-induced disturbance of this watershed and its resources; and

WHEREAS, Grantee is a publicly-supported, tax exempt non-profit organization, qualified under Section 501(c)3 and 170(h) of the Internal Revenue Code, whose primary purpose is the identification and preservation of natural, historic, and scenic resources, with particular emphasis on the protection and preservation of water resources; and

WHEREAS, Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Purposes of the Conservation Easement Area from soil erosion, water pollution, and other human-induced disturbance for the benefit of this generation and generations to come.

NOW THEREFORE, for and in consideration of the mutual promises herein contained and for the further consideration of the sum of Five Dollars (\$5.00), lawful money of the United States of America, in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound do hereby mutually agree, grant, convey, and declare as follows:

1. STATEMENT OF GRANT

Grantor hereby unconditionally and absolutely grants and conveys unto Grantee, its successors and assigns, in perpetuity, an Easement in Gross and a Declaration of Restrictive Covenants with respect to the Conservation Easement Area, as more particularly hereinafter set forth exclusively for the purposes of preserving and protecting the Conservation Purposes. Grantee hereby accepts the Easement and agrees to hold it exclusively for such Conservation Purposes, subject to the provisions set forth herein.

2. ACCESS

In furtherance of the Conservation Purposes of this Easement set forth in Paragraph 1 above, Grantor hereby declares and covenants that the public shall have and be allowed access to the Conservation Easement Area subject to the limitations contained in this Easement.

3. PERMITTED RECREATION AND OPEN SPACE ACTIVITIES

In order to accomplish, safeguard, and promote the purposes of the Easement set forth in Paragraph 1 above, Grantor and Grantee hereby declare and covenant that activities are permitted on the Conservation Easement Area only as described in sub-paragraphs A and B of this paragraph 3 and subject to the limitations contained in this Easement.

A. Those recreational and open space activities which can be carried out with little or no alteration or disruption to the natural features of the land on which they take place ("Passive Recreation"). Examples of such activities include walking, jogging, picnicking, birdwatching, horseback riding, overnight camping when organized by an educational organization, and nature study.

B. Activities serving to preserve, restore, enhance or maintain habitat areas for native flora and fauna.

4. PERMITTED IMPROVEMENTS

No building, structure, improvement, or facility (hereinafter referred to as an "Improvement") shall be constructed, repaired, remodeled, reconstructed, or maintained on the Conservation Easement Area except as permitted within this Paragraph 4 for permitted activities, which Improvements are subject to the limitations contained within this easement.

A. Existing Improvements: There shall be the right to repair, remodel, reconstruct, remove, replace, and maintain the Improvements now existing on the Conservation Easement Area and identified on Exhibit "A" as the following:

- (i) One (1) Access Drive
- (ii) Utility Poles and Lines
- (iii) One (1) Concrete Pad

(iv) One (1) Gravel Parking Area

B. Permitted Additional Improvements. There shall be a right to construct, repair, remodel, reconstruct, remove, replace, construct additions to, and maintain on the Conservation Easement Area, in addition to the existing Improvements identified in Paragraph 4A above, the following;

- (i) Fencing;
- (ii) One (1) lean-to, gazebo or picnic shelter ("Shelter") not to exceed four hundred (400) square feet in floor area nor twenty (20) feet in height. Such structure shall be restricted to the Acceptable Picnic and Play Area as shown on Exhibit A;
- (iii) Birdwatching Platform;
- (iv) Bridges;
- (v) Unpaved trails.

C. Ecological Improvements. Improvements serving to preserve, restore, enhance, or maintain habitat areas for native flora and fauna are permitted on the Conservation Easement Area with prior approval of Grantee

D. Habitable Improvements. No Improvements may be used for permanent habitation by humans.

E. Architectural Materials. Where applicable, the materials to be used on the exterior of any structure shall be of fieldstone, wood, old brick, or stucco over stone, and the roofing materials shall be of cedar shingle or standing seam metal. Other materials may be used with the prior written approval of Grantee.

Grantor's purpose in extending to Grantee the right and duty under this Paragraph 4E to monitor and approve architectural materials used is to protect the Conservation Purposes and scenic value of this Easement. Grantor acknowledges that the exercise of approval rights herein undertaken by Grantee involves the exercise of judgement and that Grantee shall be completely free and released of any liability, claim, cause, cost or damage (collectively, a "Liability") arising from the good faith exercise of its judgement under this Easement. Grantor hereby releases discharges and holds harmless Grantee from and against any such Liability which Grantee may suffer or incur or which may be threatened or initiated against Grantee arising from the good faith exercise of its judgement under this Easement.

F. Access Drive Width and Materials. The width of any Access Drive to be constructed on the Conservation Easement Area shall not be in excess of the minimum width required by applicable governmental regulations. Any Access Drive shall be constructed of materials which are in keeping with the rural nature of the Conservation Easement Area.

G. Lighting Restrictions.

- (i) There shall be no upward lighting on the exterior facade of any structure;
- (ii) Any lighting shall be designed to minimize its impact

upon neighbors, wildlife, or the undeveloped character of the Conservation Easement Area.

H. Casualty Loss. In the event of damage to an existing Improvement resulting from casualty loss to an extent rendering repair of such Improvement impractical, erection of a replacement Improvement shall be permitted subject to the terms and conditions of this Easement and the review and approval of Grantee, as described in Paragraphs 4, 5 and 9 herein.

5. REQUIREMENTS FOR GRANTEE APPROVAL OF IMPROVEMENTS

A. A plan describing the use, location, size, height, and gross floor area, where applicable, of any proposed Improvement permitted under Paragraph 4, with the exception of fences and minor repairs which do not affect the location, size, height or gross floor area of the Improvement, must be submitted to Grantee for review and written approval prior to the construction of such Improvement on the Conservation Easement Area. The plan shall include the location and a written narrative of all stormwater management facilities and erosion control methods, elevation contours and proposed changes in grade, and existing vegetation and proposed vegetation removal, where applicable.

B. The use and location of such Improvements shall be consistent with the Conservation Purposes intended herein, and shall not be located within environmentally sensitive areas, including but not limited to the "Sensitive Wet Habitat" as shown on Exhibit "A", slopes exceeding twenty-five percent (25%) in grade, or high water table soils or in areas highly visible from public roadways.

C. Improvements shall be constructed by methods which are attentive to minimizing disturbances to the environment, including but not limited to minimal removal of vegetation, minimal movement of earth, and minimal clearance of access routes for construction vehicles. Grantee may require Grantor to install stormwater management or waste treatment measures and erosion control measures where an Improvement or activity may impair the surface or groundwater quality.

6. GENERAL RESTRICTIONS ON USE

All permitted activities shall be operated in compliance with all of the following requirements:

A. Best Management Practices. In compliance with practices established by the Natural Resources Conservation Service (NRCS) and the Chester County Conservation District, or its successors, Best Management Practices for sedimentation and erosion control and nutrient management must be employed to minimize soil erosion, overgrazing, and other damaging occurrences;

B. Chemical and Biological Additives. Pesticides, herbicides, insecticides, fertilizers or other soil, flora or fauna additives shall:

- laws;
- (i) be used and disposed of in accordance with applicable
 - (ii) not be applied to flora, fauna or the ground surface within three hundred (300) feet of streams, Sensitive Wet Habitat, or the habitat areas of uncommon, rare, threatened or endangered flora or fauna, except for the management of invasive species with prior approval by Grantee; and
 - (iii) not continue to be used in a manner which demonstrably causes deterioration of surface or ground water quality.

C. Disturbance of Soil. Disturbance of soil shall not be conducted within one hundred (100) feet of a stream or Sensitive Wet Habitat except with prior written approval of Grantee.

D. Additional Control Measures. Grantee may require Grantor on a reasonable basis to install additional stormwater management, waste treatment, and/or erosion control measures where agricultural, farming, or livestock practices have been established by Grantee as having the potential to impair surface or groundwater quality.

E. Signs. No signs, billboards, or outdoor advertising structures shall be placed, erected, or maintained on the Conservation Easement Area other than a reasonable number of signs each not to exceed twenty (20) square feet for the following purposes:

- (i) To state the name of the Conservation Easement Area, or any portion thereof, and the names and addresses of any occupants;
- (ii) To advertise an activity permitted under the provisions of this Easement;
- (iii) To post the Conservation Easement Area against activities either prohibited or not specifically permitted under the provisions of this Easement;
- (iv) To educate or direct users of the Conservation Easement Area.

Provided, however, this sub-paragraph E shall not limit the right of Grantee with prior approval of Grantor, to display in the Conservation Easement Area, at its discretion, such signs as it may customarily use to identify lands under conservation easement to Grantee and the terms of such easement.

F. Quarrying and Excavation. No quarrying, excavation, depositing, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials from the Conservation Easement Area shall occur, except in connection with an activity or construction permitted by this Easement.

G. Groundwater Removal. No mining or removal of groundwater from the Conservation Easement Area shall occur, except as may be required for recreational, agricultural, and horticultural uses as permitted herein.

H. Streams, Wetlands. No diking, draining, filling or alteration of springs, streams or Sensitive Wet Habitats within the Conservation Easement Area shall occur, except to maintain the Conservation Easement Area and with prior approval of Grantee.

I. Dumping. No depositing, dumping, or abandoning of any solid wastes, trash, refuse or debris, liquid wastes, or chemical substances on or in the ground of the Conservation Easement Area shall occur, excepting;

- (i) Sanitary sewage effluent from structures or Improvements permitted hereunder;
- (ii) Biological and chemical substances used in agricultural and horticultural activities, so long as such substances are used in compliance with the requirements of Paragraph 6B herein; and
- (iii) Sanitary sewage effluent from structures or Improvements not located on the Conservation Easement Area and with prior written approval of Grantee.

J. Tree Cutting. To protect surface water quality, prevent soil erosion, promote natural woodland succession, and to provide for the protection of wildlife habitat and plant communities, the cutting or removal of trees and/or woodland understory vegetation from the Conservation Easement Area shall be subject to the following conditions:

- (i) No trees or woodland understory vegetation shall be cut or removed from a "Woodland" as shown on Exhibit "A" except;
 - (a) nonnative invasive species, including but not limited to Norway Maple, multi-flora rose or oriental bittersweet,
 - (b) To cut and/or remove those trees which are diseased, dangerous, or endanger the health of other Woodland species;
 - (c) To clear and maintain openings in the Woodland for a Shelter not to exceed 1600 square feet, and for the construction and maintenance of a pervious walking or equestrian trail not to exceed six (6) feet in width, subject to the review and written approval of Grantee; and
- (ii) Dead trees, branches, scrap tree material, scrap shrub material, and detritus from the Woodland shall be retained in the Woodland for use as wildlife shelters, dens, refuges, and sanctuaries, and to replenish nutrients and organic matter, unless such materials are dangerous, diseased or threaten the health of other Woodland species; and
- (iii) Grantor shall endeavor to minimize the cutting or removal of trees and native understory vegetation from hedgerows, or small isolated copses, which act as visual screens, windbreaks, erosion control measures or wildlife habitat areas.

The restrictions contained within this Paragraph 6J shall not limit the right of Grantor, without prior notice, to cut and remove ornamental, landscape, or shade trees around existing or permitted Improvements, which are not within a Woodland.

K. Motorized Vehicles. There shall be no use of motorized vehicles, with the exception of wheelchairs and vehicles necessary for maintenance of the Conservation Easement Area, outside of the Access Drive and Parking Area.

7. SUBDIVISION OF CONSERVATION EASEMENT AREA

No subdivision of the Conservation Easement Area shall occur without prior written approval of Grantee.

8. LIMITATIONS OF USE OF CONSERVATION EASEMENT AREA FOR PURPOSES OF BUILDING DENSITY REQUIREMENTS

No portion of the Conservation Easement Area may be used to satisfy land area requirements for the calculation of building density under municipal zoning laws for any lands not subject to this Easement.

9. GRANTOR'S DUTY TO NOTIFY; GRANTEE'S APPROVAL

Grantor, prior to performing or permitting any activity under this Easement which requires prior written approval of Grantee, hereby agrees to submit to Grantee, for review and approval, the required information in writing. Grantee agrees in such cases to review Grantor's proposal and to acknowledge, execute, and deliver to Grantor a written instrument granting approval or stating the reason for denial within sixty (60) days of receipt of written request and the required information from Grantor. In the event that Grantee fails to respond to Grantor's written request within sixty (60) days, approval shall be deemed granted on the sixtieth (60th) day after submission of the request. Following approval of the proposal, Grantor, his/her/their successors or assigns, shall have five (5) years from the date of approval to complete approved actions. If the previously approved action is not completed within five (5) years, Grantor must re-submit the request to Grantee for review and approval according to the procedures described herein.

10. NOTICE

All notices, consents, approvals, or other communication hereunder shall be in writing and shall be deemed properly given if sent by U.S. certified mail, return receipt requested, addressed to the appropriate party or successor in interest, at the address most recently provided.

11. ENFORCEMENT RIGHTS OF GRANTEE

- A. To accomplish the Conservation Purposes of this Easement, the following rights are conveyed to Grantee by this Easement:
- (i) To preserve and protect the Conservation Purposes of the Conservation Easement Area;
 - (ii) To enter upon the Conservation Easement Area in order to monitor Grantor's compliance herewith and otherwise enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantor and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Conservation Easement Area; and

(iii) To prevent any activity on or use of the Conservation Easement Area that is inconsistent with the Conservation Purposes of this Easement and to require the restoration of such area or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use, pursuant to subparagraphs B, C, and D of this paragraph 11.

B. In the event that a violation of the terms of this Easement by Grantor or by a third party comes to the attention of Grantee, Grantee shall notify Grantor in writing of such violation and demand corrective action sufficient to cure the violation. Where the violation involves injury to the Conservation Easement Area resulting from any use or activity inconsistent with the purposes of this Easement, Grantee shall demand restoration of the portion of the Conservation Easement Area so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of such notice thereof from Grantee, or where the violation cannot reasonably be cured within thirty (30) days and Grantor fails to commence action to cure such violation, or fails to continue diligent action to cure such violation, Grantee may bring action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement. Grantee may enjoin the violation *ex parte* as necessary by temporary or permanent injunction restore the Property to the condition that existed prior to any such injury. Grantee shall be further entitled to recover any damages to which it may be entitled for violations of the terms of this Easement, or for injury to any Conservation value protected by the terms of this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Conservation Easement Area to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor or assuming responsibility therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking corrective action on the Conservation Easement Area.

C. Grantee's rights under this Paragraph 11 apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

D. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, the costs of investigation, assessment, suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor, provided that Grantor is determined to be responsible for a violation of the terms of this Easement, or to have permitted others to violate this Easement.

12. COSTS, LIABILITIES, AND ENVIRONMENTAL COMPLIANCE

A. Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property and the Conservation Easement Area, including taxes and the maintenance of adequate liability insurance coverage. While approval of

Grantee may be required for certain construction, subdivision or other activity or use permitted by this Easement, Grantor remains solely responsible for obtaining any applicable governmental permits and approvals and all such construction, subdivision, or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

B. Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of his/her/their knowledge:

(i) No substance defined, listed, or otherwise classified pursuant to any federal, state, or 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 exists or has been released, generated, treated, stored, used, disposed of, deposited abandoned, or transported in, on, from, or across the Property,

(ii) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned; and

(iii) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property.

C. Remediation. If, at any time, there occurs, or has occurred, a release in or on the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or 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, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

D. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Responses, Compensation, and Liability Act of 1980, as amended, ("CERCLA"). Any action by Grantee such as maintenance of the Property or any other act by Grantee to protect the Property shall be deemed merely a gratuitous act which shall create no obligation on the part of Grantee.

13. SUCCESSORS IN INTEREST

Except where the context requires otherwise, the term "Grantor" and "Grantee", as used in this instrument, and any pronouns used in place thereof, shall mean and include, respectively, Grantor and his/her/their personal representatives, heirs, successors, and assigns, and Grantee and its successors and assigns.

14. SUBSEQUENT TRANSFERS/STATEMENT OF COMPLIANCE

Grantor hereby agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which he/she/they divest himself/herself/themselves of ar y

interest in all or any portion of the Property, including, without limitation, any leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. Failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including a written statement of compliance, which certifies, to the best of Grantee's knowledge, that Grantor is in compliance with any obligation of Grantor contained in this Easement or otherwise, if Grantor is not in compliance with the terms and conditions of this Easement, stating what violations of this Easement exist. Such statement of compliance shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantee's expense, within thirty (30) days of receipt of Grantor's written request therefor.

15. LIMITATION OF GRANTOR LIABILITY

Grantor, and each subsequent owner of the Conservation Easement Area, shall have no personal liability for the observance or performance of the covenants and obligations of Grantor hereunder after such party has conveyed his/her/their interest in the Conservation Easement Area, provided that the provisions of Paragraph 14, above, have been fulfilled and all obligations thereunder discharged.

16. CHANGE IN ECONOMIC CONDITION

The fact that any use of the Conservation Easement Area that is expressly prohibited by the terms of this Easement may become greatly 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 Grantor in granting this Easement. Grantor 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 Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to Paragraphs 17 and 18. In addition, the inability of Grantor, his/her/their 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 pursuant to Paragraphs 17 and 18.

17. STIPULATED VALUE OF GRANTEE'S INTEREST

A. Grantor acknowledges that this Easement constitutes a real property interest in the Conservation Easement Area immediately vested in Grantee, and that such interest has a fair market value. For purposes of allocating net proceeds in an extinguishment of all or part of this Easement pursuant to Paragraph 18, the share of Grantee's interest shall not be less than the percentage that the fair market value of this Easement on the date hereof bears to the fair

market value of the Conservation Easement Area prior to considering the effects of this Easement (hereinafter called the "Easement Percentage").

The values for calculating the Easement Percentage shall be based upon a Qualified Appraisal obtained by Grantor. Upon receipt of such Qualified Appraisal, Grantor shall provide a copy of the Qualified Appraisal to Grantee. In the event that Grantor does not obtain a Qualified Appraisal, or does not provide a Qualified Appraisal to Grantee, the Easement Percentage shall be twenty percent (20%).

B. Grantor and Grantee, and any successors in interests, shall exhaust all legal remedies in order to preserve and protect the Conservation Purposes of this Easement. Grantor shall cooperate with Grantee in Grantee's performance of its obligations under this Paragraph 17.

C. In the event that all or part of this Easement is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the conservation goals imposed by this Easement, Grantor and Grantee shall join in appropriate action at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All reasonable expenses incurred by Grantor and Grantee in an effort to prevent a taking or in an effort to recover the full value of a taking shall be shared on an equal basis out of any recovered proceeds except in the event that:

- (i) Grantor and Grantee agree in writing to an alternative means for sharing such expenses; or
- (ii) All or part of this Easement is extinguished as a result of a judicial proceeding brought by or on behalf of Grantor, in which event all expenses shall be paid by Grantor.

18. EXTINGUISHMENT OF EASEMENT AND DISTRIBUTION OF NET PROCEEDS

A. Involuntary Extinguishment. In the event that all or part of the Property interests subject to this Easement are involuntarily extinguished by:

- (i) Eminent domain;
- (ii) Other judicial proceedings; or
- (iii) Settlement is reached between Grantor, Grantee, and condemner under threat of eminent domain, and Grantor joins with Grantee in accordance with Paragraph 17 B and 17 C above, Grantee's share of any proceeds recovered from any compensation in eminent domain or judicial proceedings or from the first lawful sale of the Conservation Easement Area, after the restrictions within this Easement have been extinguished, shall equal the Easement Percentage, provided that a larger percentage has not been stipulated by agreement between Grantee and Grantor.

B. Voluntary Extinguishment. In the event that all or part of the property interests subject to this Easement are extinguished by:

- (i) Eminent domain;
- (ii) Other judicial proceedings; or

(iii) Settlement is reached between Grantor, Grantee, and condemner under threat of eminent domain, where such action is brought by or on behalf of Grantor or where Grantor does not join with Grantee in accordance with Paragraph 17B and 17C above, the value of the interests so taken shall be determined by an independent appraisal and the net proceeds recovered from any compensation in eminent domain or judicial proceedings or from the first lawful sale of the Conservation Easement Area after the restrictions within this Easement have been extinguished, shall be distributed between Grantor and Grantee in accordance with the findings of an independent appraisal of the interests taken. Provided, however, that in no event shall Grantee's share of said net proceeds be less than the Easement Percentage.

C. Net Proceeds. Grantee shall use its share of any net proceeds recovered as described in this Paragraph 18 exclusively for the acquisition of interests in land for Conservation Purposes.

For purposes of this Paragraph, proceeds shall not include an amount equal to the fair market value of any Improvements or permitted additional Improvements on the Conservation Easement Area affected by the eminent domain or judicial proceedings.

19. HOLD HARMLESS

Grantor, and each subsequent owner of the Conservation Easement Area, shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and his/her/their heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liability (specifically including liability for violation of any law or regulation or failure to comply with any of the terms of this Easement), penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgements, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from an act, omission, condition, or other matter related to or occurring on or about the Conservation Easement Area, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties.

20. FAILURE OF GRANTEE TO ENFORCE

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

21. ASSIGNABILITY/TRANSFER OF GRANTEE'S INTEREST

A. Grantee and its successors and assigns shall have the right to assign either wholly or partially its right, title, and interest hereunder only to an organization able to enforce the restrictions contained herein which has purposes similar to those of Grantee, and which

encompasses the purposes set forth in this Easement. Such an organization must at the time of the assignment be a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code of 1986 (or its successor provisions), hereinafter the "Code", and one which is organized or operated primarily or substantially for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code. Any transfer or assignment of benefits by Grantee or its successor must require the transferee or assignee to carry out the Conservation Purposes of this Easement.

B. In the event Grantee shall cease to exist or to be a qualified organization as described in subparagraph 21A herein, its rights and duties hereunder shall become vested in and fall upon one of the following named entities to the extent such entity shall evidence acceptance of and agree to fully enforce same:

- (i) Brandywine Conservancy;
- (ii) Natural Lands Trust;
- (iii) Chester County, a political subdivision of the Commonwealth of Pennsylvania; or
- (iv) Such other organizations as may be designated under the doctrine of *cy pres* by a court of competent jurisdiction; provided, however, that at the time of such designation, such entity shall be an organization as described in subparagraph 21A of this Easement.

22. DISCRETIONARY CONSENT AND AMENDMENTS

Grantee recognizes that circumstances could arise which could justify the modification or waiver of certain prohibitions or restrictions contained in this Easement. To this end, Grantee shall have the right, in its sole discretion, to temporarily waive a restriction or permit an activity restricted or prohibited herein, and Grantee and Grantor shall mutually have the right, in their sole discretion, to agree to amendments to this Easement. Any such waiver or amendment must be consistent with the Conservation Purposes of this Easement and shall not result in an increase in the number of Residences permitted herein. Grantee shall have no right or power to agree to any waiver or amendment of this Easement or permit any activity restricted or prohibited by this Easement that would result in this Easement failing to qualify as a valid conservation easement under Section 170(h) of the Internal Revenue Code of 1986, as amended, or to allow any residential, commercial or industrial Improvements or any commercial or industrial activities not provided for by this Easement.

23. EASEMENT IN PERPETUITY

The provisions hereof shall inure to and be binding upon the heirs, executors, administrators, devisees, successors, and assigns, as the case may be, of the parties hereto and shall be covenants running with the land in perpetuity.

24. SEVERABILITY

This Easement shall be construed in its entirety. However, in the event that any provision or restriction of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions and restrictions of this Easement, and the application of such provision or restriction to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

25. GOVERNMENTAL REGULATIONS

The provisions set forth in this Easement are in addition to those set forth in any ordinances, regulations, or laws of Malvern Borough, Chester County, the Commonwealth of Pennsylvania, and the United States, and any agencies or authorities thereof. The most restrictive provision whether it be by this Easement or by a government ordinance, regulation, or law, shall control.

26. INTENT OF CONFORMITY TO ACT 29

It is intended that this easement is constructed to conform with the requirements for conservation easements under the Pennsylvania Conservation and Preservation Easements Act, Act 29 of 2001, and as amended thereafter.

27. CAPTIONS

The captions in this Easement have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

28. ACKNOWLEDGMENTS

A. Grantor has received and fully reviewed the Baseline Documentation and attests that it is a true, correct and complete summary of the Conservation Purposes of this Easement and is an accurate representation of the Property as of the date of this Easement.

B. Grantor attests that it is the sole owner of the Conservation Easement Area and that the Conservation Easement Area is not subject to a mortgage or lien as of the date of this Easement.

IN WITNESS WHEREOF, and again stating his/her/their intention to be legally bound hereby, the said parties have hereunto set his/her/their hands and respective seals on the day and year first above written.

[Signature]
WITNESS

[Signature]
HENRY BRIGGS
President of Borough Council

9/18/01
DATE

WILLISTOWN CONSERVATION TRUST, INC.

(Seal)

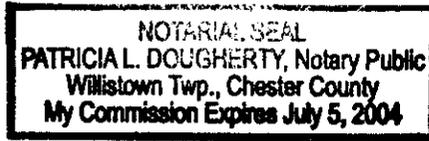
BY [Signature]

ATTEST [Signature]
County of Chester)
State of Pennsylvania) ss.

BE IT REMEMBERED that on this 18th day of September, 2001, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Henry Briggs, party to this Indenture, known to me personally to be such, and severally acknowledged this Indenture to be his/her deed.

GIVEN under my hand and seal of office, the day and year aforesaid.

[Signature]
Notary Public

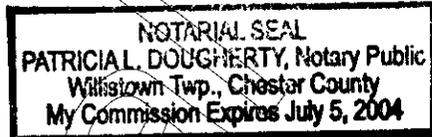


County of Chester,
State of Pennsylvania) ss.

BE IT REMEMBERED that on this 18th day of September, 2001, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Jeanne B. Van Alen, President of Willistown Conservation Trust, Inc., a corporation existing under the laws of the State of Pennsylvania, party to this Agreement, and acknowledge this Indenture to be her act and deed and the act and deed of said corporation; that the signature of the President thereto is in her own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that her act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Patricia L. Dougherty
Notary Public





PETER KRASAS, JR. & ASSOCIATES, INC.

Consulting Engineers • Planning
An Affiliate of Edward B. Walsh & Associates, Inc.
55 Country Club Drive, Suite 100
Downingtown, PA 19335
(610) 518-9001 Fax: (610) 518-2640

Job #2338
Malvern Borough

Legal Description

Parcel "A" Exclusive of Public Work Areas No. 1 and No. 2
Part of Assessment Parcel 2-04-361
Borough of Malvern, Chester County, PA

ALL THAT CERTAIN parcel or piece of land situate in the Borough of Malvern, County of Chester, Commonwealth of Pennsylvania, shown as Parcel "A" on a Boundary and Topographical Survey Plan for Borough of Malvern", prepared by Howard W. Doran Engineering and Surveying, a Division of Conner and Smith Engineering, Inc., Newtown Square, PA, dated June 1, 2000 and last revised August 21, 2001 by Peter Krasas, Jr., and Associates, Inc., an affiliate of Edward B. Walsh and Associates, Inc., Civil Engineers and Land Surveyors, Downingtown, PA, and being more fully described as follows:

BEGINNING at an interior point which point is measured North 66 degrees 08 minutes 43 seconds East 231.61 feet along the northerly side of Second Avenue (unopened) from its intersection with the easterly line of Ruthland Avenue (variable width); thence from the point of beginning, along the easterly terminus of Second Avenue, South 19 degrees 46 minutes 00 seconds East 37.06 feet to a point being a corner of lands of the now or late Laymen's Weekend Retreat League of Philadelphia common to the southerly side of said Second Avenue; thence along the line of lands of said Laymen's Weekend Retreat League of Philadelphia the four (4) following courses and distances, to wit:

1. along the easterly line of Assessment Parcel 2-7-41, South 24 degrees 35 minutes 00 seconds East 979.10 feet to a marble monument found;
2. along the northerly line of Assessment Parcel 54-38-001 North 65 degrees 30 minutes 00 seconds East 496.18 feet to a point;
3. along the same, South 45 degrees 40 minutes 48 seconds East 135.21 feet to a drill hole in a stone found;
4. along the westerly line of Assessment parcel 54-38-001, North 65 degrees 53 minutes 10 seconds East 608.74 feet to a point in the line of lands of the now or late Francis E., Sr. and Olive C. Folk;

thence leaving the line of lands said Laymen's Weekend Retreat League of Philadelphia, along the southwesterly line of lands of said Folk and various other land owners North 24 degrees 42 minutes 09 seconds West 533.92 feet to an iron pin and then North 24 degrees, 00 minutes 59 seconds West 594.36 feet to a concrete monument found in the line of lands of the now or late Thomas M. and Dianne R. Dunphy; thence along the southerly line of lands of Harvey F. Jr. and Dorothy B. Bond, the now or late Marjorie J. O'Neill and the now or late Mark H. and Paula S. Mintzer, North 68 degrees 22 minutes 15 seconds West 773.35 feet to a point in the line of lands of said Mintzer; thence continuing along said line of lands of Mintzer, South 83 degrees 55 minutes 45 seconds West 139.52 feet to a marble monument found, a corner of lands of the now or late Malvern Fire Company; thence along the line of lands of said Malvern Fire Company the two (2) following courses and distances to wit:

1. South 69 degrees 17 minutes 59 seconds West 368.06 feet to a point;
2. South 23 degrees 54 minutes 17 seconds East 231.52 feet to a point, being a corner of a Public Works Area (3.155 acres);

thence leaving the line of lands of said Malvern Fire Company; along the easterly line of lands of said Public Works Area the four (4) following courses and distances, to wit:

1. South 68 degrees 57 minutes 45 seconds East 80.03 feet to a point;
2. South 29 degrees 17 minutes 55 seconds East 85.44 feet to a point;
3. South 01 degrees 48 minutes 19 seconds East 53.99 feet to a point;
4. South 22 degrees 29 minutes 18 seconds West 228.02 feet to the point of beginning.

EXCEPTING ALL THAT CERTAIN parcel of land situate in the Borough of Malvern, County of Chester, Commonwealth of Pennsylvania, shown as Public Works Area on a Boundary and Topographic Survey Plan for the Borough of Malvern, prepared by Howard W. Doran Engineering and Surveying, a Division of Conver and Smith Engineering, Inc., Newtown Square, PA dated June 1, 2000 and last revised August 21, 2001 by Peter Krasas, Jr. and Associates, Inc., and affiliate of Edward B. Walsh and Associates, Inc., Civil Engineers and Land Surveyors, Downingtown, PA, and being more fully described as follows:

BEGINNING at an interior which point is measured the following six (6) courses and distances from a point marking the intersection of the east line of Ruthland Avenue (variable width) with the north line of Second Avenue (unopened): (1) North 66 degrees 08 minutes 43 seconds East 231.61 feet to a point; (2) along the eastern terminus of Second Avenue, South 19 degrees 46 minutes 00 seconds East 9.28 feet to a point in the northeast line of a certain 30 feet wide Access Easement, as shown on said Plan; (3) along the northeast line of said Access Easement, on a curve to the right having a radius of 307.22 feet, an arc distance of 122.28 feet and a chord which bears South 51 degrees 51 minutes 06 seconds East 121.47 feet to a point of reverse curvature; (4) continuing along said line on a curve to the left,

having a radius of 678.12 feet, an arc distance of 106.51 feet and a chord which bears South 44 degrees 56 minutes 57 seconds East 106.40 feet to a point of tangency; (5) continuing along said line, South 49 degrees 26 minutes 56 seconds East 92.24 feet to a point of curvature; (6) continuing along said line on a curve to the right, having a radius of 700.00 feet, an arc distance of 36.07 feet and a chord which bears South 47 degrees 58 minutes 22 seconds East 36.06 feet to the point of beginning; thence from the point of beginning, through Assessment Parcel 2-4-361, of which this is a part, the following five (5) courses and distances: (1) North 65 degrees 02 minutes 18 seconds East 121.02 feet to a point; (2) South 23 degrees 41 minutes 26 seconds East 193.27 feet to a point; (3) South 64 degrees 11 minutes 04 seconds West 65.71 feet to a point in the northeast line of aforesaid Access Easement; (4) along said line North 63 degrees 52 minutes 27 seconds West 83.55 feet to a point of curvature; (5) continuing along said line on a curve to the left, having a radius of 700.00 feet, an arc distance of 117.56 feet and a chord which bears North 41 degrees 41 minutes 08 seconds West 117.42 to the point of BEGINNING.

CONTAINING: 0.402 acres of land, be the same more or less

The remaining area of original Parcel "A" consisting of 41.7632 acres, less the area of Public Works Area No. 1 (0.402 acres) and Public Works Area No. 2 (3.155 acres), is 38.2062 acres.



09/19/2001 12:29:29 P.M. INST NO: 0068710
CHESTER COUNTY, PA

OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO: 0030307

MISCELLANEOUS	\$45.00
CD REC FUND	\$1.00
RE REC FUND	\$1.00
WRIT - MISCELLANEOUS	\$5.50
OTHER FUND	\$5.00
UPI NUMBER	\$5.00

\$57.50

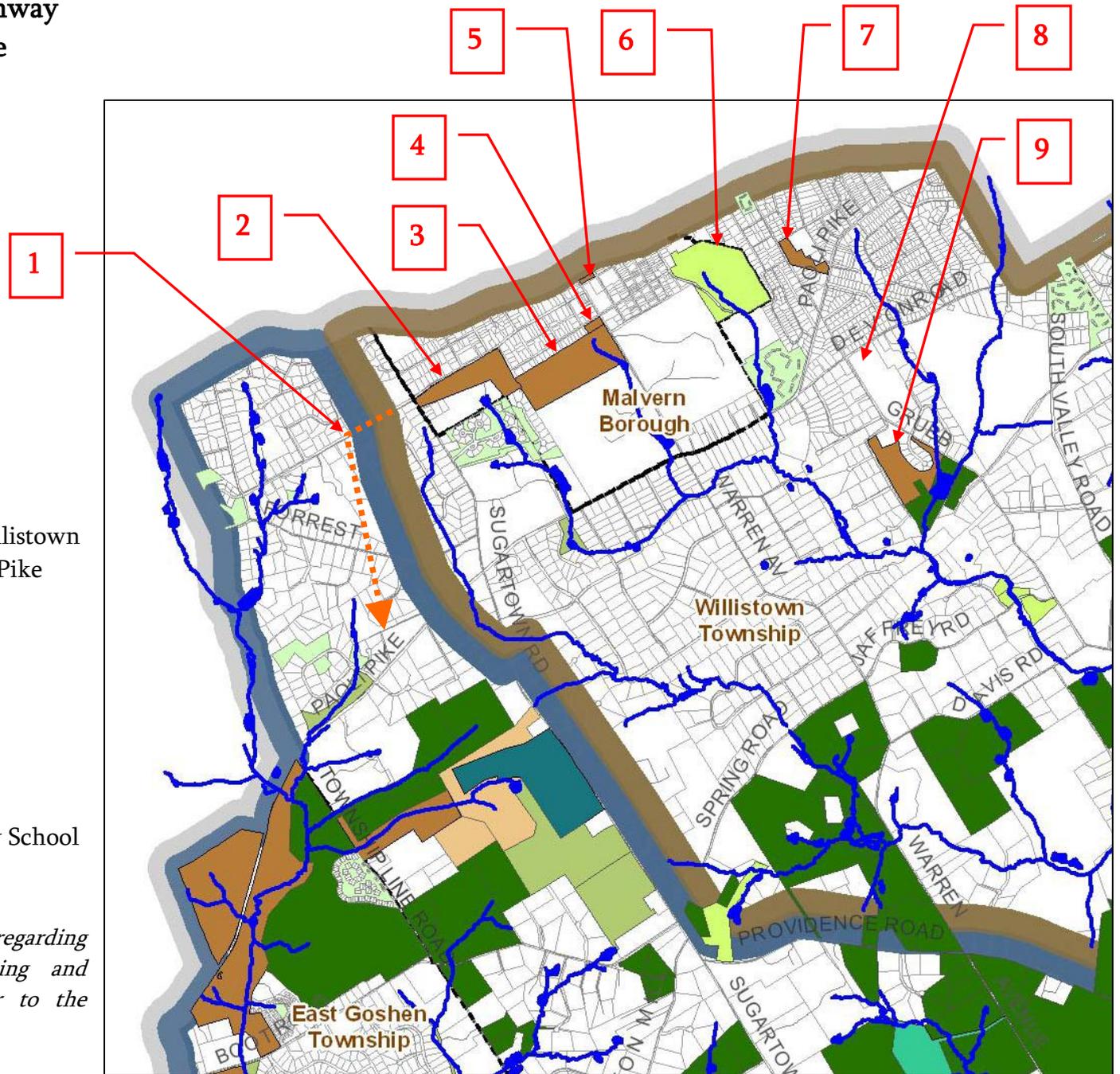
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**Malvern-Willistown Greenway
Trail: Potential Open Space
Assets**



1. Potential connection to Willistown Township's proposed Paoli Pike Trail Corridor*
2. Paoli Memorial Grounds
3. Paoli Battlefield
4. Quann Park
5. Burke Park
6. Randolph Woods
7. Greentree Park
8. General Wayne Elementary School
9. Mill Road Park

** For full information regarding Willistown Township's existing and proposed trail network, refer to the Township comprehensive plan.*



Central Section

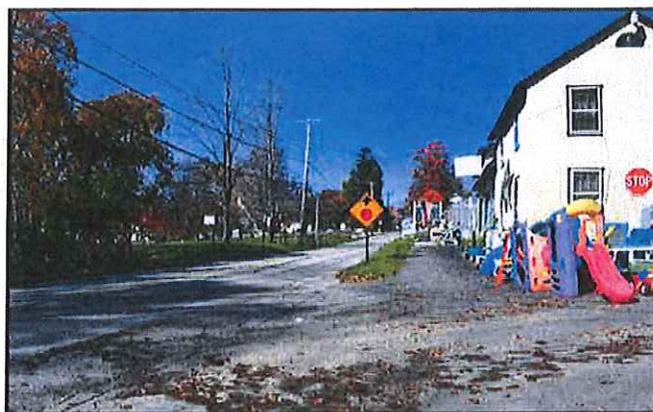
The central section of the Greenway Plan includes the eastern two-thirds of the Central Business District where sidewalks along King Street provide access to retail and office space along and adjacent to the main street. The Greenway will extend from Borough Hall one block south on Warren (east side) to Second Avenue where it will turn east. The trail will be added as part of the redevelopment of this corner. It will follow the north side of Second Avenue to Church Street where it will cross to the south side. It will continue just inside (south of) the property line of the Malvern Retreat property to the Borough's Randolph Woods. A trail easement has been discussed and found to be acceptable to the Retreat Board with proper signage and new or relocated fencing to direct trail users.



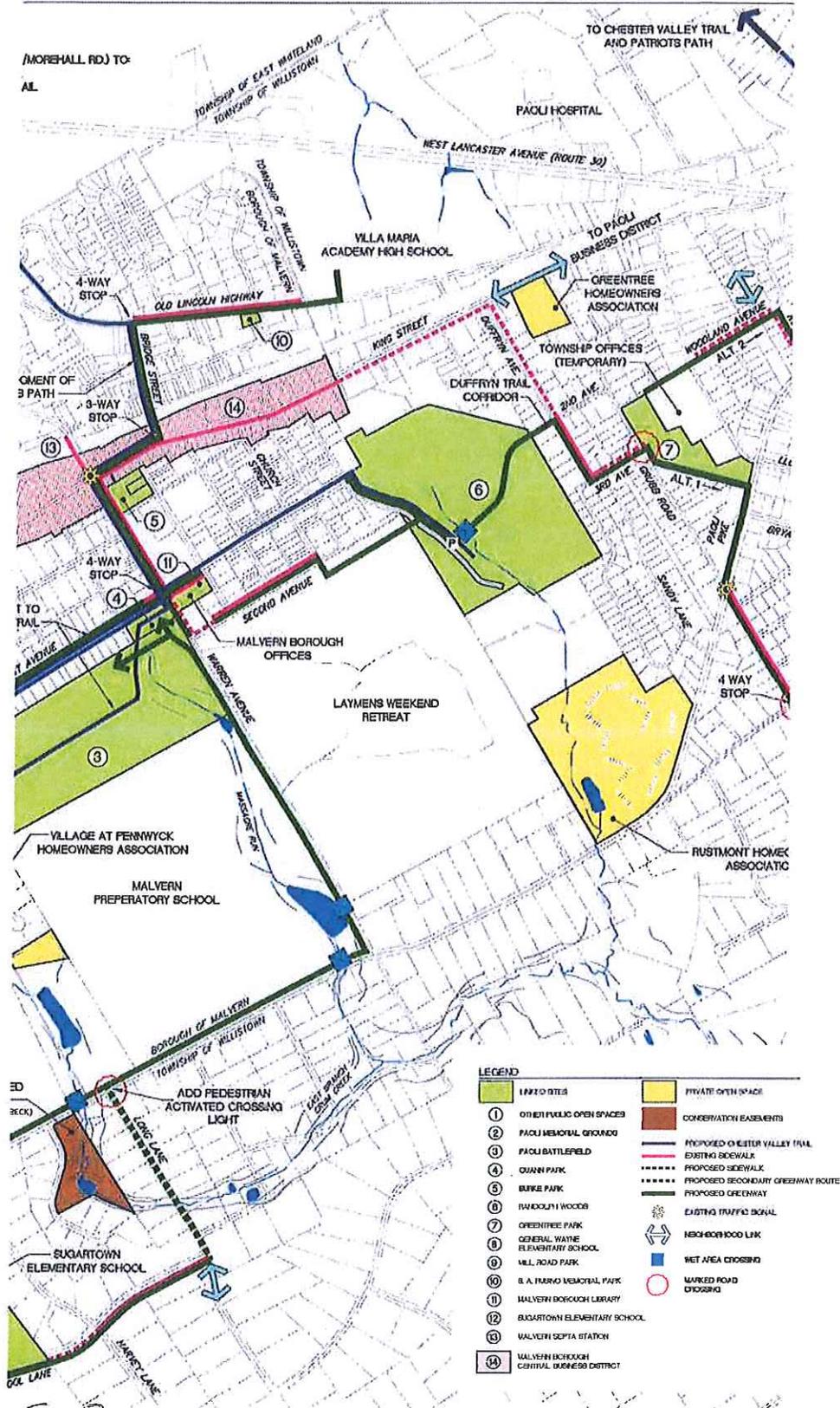
The Greenway will connect to an existing soft trail network in Randolph Woods, including a link through this large preserved open space to an existing trail. Randolph Woods is connected to the Duffryn Trail Corridor and the trail will link to Duffryn Avenue at 2nd Avenue and continue south to 3rd Avenue and Grubb Road. The Greenway will use existing and new sidewalks. Signage and pavement markings will be provided at Grubb Road for a safe crossing, and the Greenway will enter and traverse Greentree Park with a direct connection to the Township Offices.



From this location, there are two alternate routes to cross Paoli Pike to continue the Greenway to the southeast segments. These are described below in the East Section.



Malvern - Willistown Greenway Master Plan



Central Section

June 29, 2017

**Re: Randolph Woods
Malvern Borough**

Dear Randolph Woods Neighbor,

In January 2017, the Malvern Borough Council adopted a resolution to convene an *ad hoc* committee for the purpose of studying Randolph Woods and producing a report on existing and possible future uses of this special Borough-owned park.

Malvern Borough granted a conservation easement in 2001 to the Willistown Conservation Trust to conserve the 41 acres known as Randolph Woods. The easement agreement protects Randolph Woods from future development in perpetuity and limits the activities that can occur within the eased area.

As a neighbor to Randolph Woods, we understand you have an interest in the way that Malvern Borough uses Randolph Woods. We invite your participation in the public meetings the Committee has on monthly basis at Malvern Borough Hall. Every meeting has an allotted time for public comments.

Additionally, please be advised that you may notice increased activity on your border with Randolph Woods. Part of the mission for the Committee is to establish a current accounting and survey of the entire property which includes the border areas.

We look forward to hearing your thoughts regarding Randolph Woods. Feel free to submit them to malvern@malvern.org or attend the public meetings which are advertised on the Malvern Borough website.

Sincerely,

Christopher Bashore
Borough Manager

Final Randolph Woods Communication/Uses Subcommittee Recommendations

Members: John Butow, Brendan Phillips, Barbara Rutz, & Brian Walker.

1. Raising Awareness of Randolph Woods:

- a. Public-Facing Notifications (Continuing Goal)
 - i. An informal survey concluded that the majority of residents are not even aware of Randolph Woods. To remedy this, the following public-facing notifications are recommended:
 1. Periodic updates to the newly-created Randolph Woods section of the borough website.
 2. Occasional creation of informational fliers to be distributed at various Parks & Rec events.
 3. Periodic delivery of information pertaining to Burke Park on the Facebook pages for Parks & Rec and Historical Commission.
- b. Parks & Rec Events at Randolph Woods (Short-Term/Continuing Goal)
 - i. Detailed in section 4.e.
- c. Events Hosted in Randolph Woods Organized Outside of Parks & Rec (Short-Term Goal)
 - i. Detailed in section 4.f.
- d. "Randolph Woods Nature Preserve" Signage (Long-Term Goal)
 - i. Currently, many of the parks signs refer to the park simply as "Randolph Woods." It is recommended that existing and future signs consistently describe the park as "Randolph Woods Nature Preserve."
- e. Official Logo for Randolph Woods (Short-Term Goal)
 - i. Creation of an official logo for Randolph Woods may help increase recognition of the park.
 - ii. If possible, a design competition could be held to determine the final logo. The competition could be among local designers or the various schools, etc.
 - iii. In lieu of a competition, an online survey could also be possible.
 - iv. Both a survey or competition for the logo would raise awareness of the park even before a logo is chosen.
- f. Wayfaring Signs for Randolph Woods (Long-Team Goal)
 - i. Additional signs will help direct people to Randolph Woods. Possible locations for these signs might include:
 1. The intersection of 1st Avenue & Ruthland Avenue.
 2. The intersection of King Street & Ruthland Avenue.
- g. Painted Pedestrian Walkway (Short-Term Goal)
 - i. A painted "walkway" onto the road leading to Randolph Woods which will acts as a temporary sidewalk, direct pedestrians to the park, and contribute to the safety of pedestrians.
 1. Potentially, within the painted walkway could be arrows/signs directing pedestrians to the park.
 2. This would serve as a temporarily solution until a sidewalk extension can be completed (see below).

- h. Sidewalk Extension (Long-Term Goal)
 - i. Extend the existing sidewalks on Ruthland Avenue to the entrance of Randolph Woods would allow greater accessibility to borough residents.
 - i. Improvement to Exiting Malvern Entrance to Randolph Woods (Long-Term Goal)
 - i. In interviews, many residents have stated that the area surrounding the entrance to the park has dissuaded them from entering it.
 - ii. Additional residents stated that they were unaware of the existence of the park due to the surrounding Public Works buildings.
 - iii. The value the park provides to the borough would be greatly increased provided a plan to improve this area the area was created (either alone or in combination with a master plan for Randolph Woods) and acted upon.
 - iv. In essence, were the area surrounding the entrance to the park be made less intimidating, it's likely that more residence would be aware of it and make use of it.
 - j. Additional Entrances on Malvern Side of Randolph Woods (Long-Term Goal)
 - i. Currently, Malvern's only entrance to Randolph Woods is via Ruthland Avenue.
 - ii. It may be possible to increase use as well as awareness of the park if additional paths are made available.
 - iii. During the creation of the Greenway Trail Plan, the Malvern Retreat House has already granted permission for a path to Randolph Woods that would run through their property. Should funding be available, this might be a viable additional entrance.
 - iv. Second Avenue exists only as a paper street between Green Street and the entrance to Randolph Woods (Ruthland Avenue). Placing a sidewalk or path along this paper street would also provide an additional entrance in the event that the path through Malvern Retreat House property is no longer viable.
 - v. A combination of both a Second Avenue entrance as well as an entrance via the Malvern Retreat House property might be capable of providing the access to the greatest number of borough residents. In essence, the proposed additional entrances need not be mutually exclusive.
2. Reduction to Existing Negative Uses
- a. Rules Signs (Short-Term Goal)
 - i. Signs describing the permitted uses of the park should be established at main entrances to Randolph Woods.
 - 1. Modeling the sign after the existing ones in Burke Park is a possibility.
 - b. No Hunting Signs (Short-Term Goal)
 - i. Signs that specifically prohibit hunting in Randolph Woods should be established throughout the park.
 - 1. The large number of children who use the park combined with parks known use by hunters and low visibility during peak hunting hours necessitates additional signage.
 - 2. Existing perimeter posts on Willistown side of park, where hunting stands have been spotted, and future trail/directional signs may be good locations (see also 3.k.iii.6 – trail posts).

3. In the future, if permitting hunting for the purposes of controlling deer population should ever be required, a one-time waiver could be granted by Borough Council.
- c. Bike Racks (Long-Term Goal)
 - i. In order to discourage the use of bicycles on the walking trails through Randolph Woods, one or more bike racks could be placed in the park.
 1. These bike racks could be placed near the pumping station or entrances to Randolph Woods.
 - ii. The bike racks could also contain signs gently requesting that people leave their bikes at the rack prior to entering trails.
 - d. Removal of Hunting Stands within Randolph Woods (Continuing Goal)
 - i. Members of this committee, Parks and Rec, as well as students from St. Patrick School have noticed the establishment of hunting stands along the East-Northeast (Willistown) side of Randolph Woods.
 1. The Public Works Department has already removed known hunting stands from the park, but additional ones may exist or new ones may be established.
 2. The subcommittee hopes removal of hunting stands discourages hunting.
 3. Additional tree houses in Randolph Woods have also been identified, but they seem to pose no short-term threat. These seem to be created by children as play areas (see also 3.j.i.1 - bird-watching platforms).
3. Improvements
- a. Fence along Willistown Border of Property (Long-Term Goal)
 - i. Due to continued threats to the park such as encroachment upon the property, removal of trees for firewood, creation of makeshift trails throughout the property, etc., installation of a split-rail fence using concrete posts is highly recommended.
 - b. Information in Existing Flier Display (Short-Term Goal)
 - i. Informational/educational fliers regarding Randolph Woods could be posted in the existing flier display case near the northern-most bridge.
 - ii. A temporary aerial map showing the rough locations of trails, sites, etc. could also be added.
 - c. Trail Names (Short-Term Goal)
 - i. It is recommended that the walking trails be named.
 - ii. Currently, only the only named trail in Randolph Woods is "Duffryn Trail," which was not a name given by the borough or its residents.
 - iii. Trails could possibly be named via a contest or informal survey.
 1. This would also help raise awareness of the park.
 2. In order to prevent completely ridiculous names from being selected, it is recommended that the possible names for trails be limited.
 - d. Improved Map/Mapping Project (Long-Term Goal)
 - i. The creation of a more robust map showing the precise locations of trails, their distances, sites, etc. is recommended.

1. The lack of knowledge about the trails' destinations and distances (i.e. where the trail will take a visitor) is considered one of the reasons why Randolph Woods isn't fully utilized.
- ii. This has the possibility of being an excellent project for a youth group (e.g. Eagle Scout project).
 1. Boy Scout Troops in the area have already expressed interest in this and other projects.
- e. Mosquito Tablets in Excavated Hole (Short-Term/Continuing Goal)
 - i. Decades ago, a large hole was excavated in the center of Randolph Woods (apparently by children for constructing a "fort"). This hole has collected water and could potentially be a breeding ground for mosquitos. It is recommended that mosquito tablets be added during warmer months to prevent any mosquito-borne illnesses.
- f. Filling Excavated Hole (Long-Term Goal)
 - i. If possible, filling the aforementioned excavated hole is recommended.
 1. Because of its location, this might not be a possibility. However, this hole presents a variety of safety issues that can be completely averted by filling it.
- g. Trail Improvements/Additional Trails (Long-Term Goal)
 - i. Trails responsible for runoff into stream should be rerouted such that the steepness of their slope is lessened and they follow a more curvilinear route that matches the terrain, thus reducing runoff.
 - ii. Excavated holes along walking trails should be filled.
 1. They appear to have been created for the purposes of non-permitted biking along trails.
 2. Filling these holes has the potential to:
 - a. Limit additional runoff into Ruth's Run.
 - b. Limit potential injury for walkers.
 - c. Discourage mountain biking on the walking trails.
 - d. Prevent injuries to walkers as a result of mountain bikers.
 - iii. The possibility of additional trail(s) on the West-Southwest side of the stream (closer to the Malvern retreat house property) should be evaluated. Currently, the entirety of the walking trails exist only on the Willistown side of the stream.
 - iv. Should a fence be constructed on the Willistown border of Randolph Woods, the possibility of walking path on the Willistown side of the fence should be evaluated. This will:
 1. Negate the need to intrude on neighboring properties when maintenance on the perimeter of the property is required (e.g. fence repairs/invasive foliage management).
 2. Give the Willistown residents, who previously had direct access to the park via their property, access to the Randolph Woods.
 3. Prevent future issues relating to Willistown residents property being used as entrances to the park.

4. Significantly limit the amount of soil runoff going into stream, since multiple makeshift paths would be combined into a single, maintainable path at the Willistown side of "Duffryn Trail".
- h. Bridge Replacement (Long-Term Goal)
- i. Should the two bridges that span Ruth's Run ever need replacement, the replacement bridges should:
 1. Be designed such that they limit the amount wear on the environment as a result of foot traffic, preventing soil of erosion into the stream.
 2. Be raised significantly higher than the existing bridges such that Ruth's Run no longer flows over them during heavy rains.
 3. Be capable of supporting heavier/wider loads and multiple pedestrians.
 - a. Currently, larger equipment needed for general maintenance has to enter via the Willistown entrance. Future maintenance may require access to trails in the park, which aren't currently accessible.
 - b. Proposed foot races in the park may require multiple runners traversing the bridges simultaneously. For their safety, it's imperative that the bridge can be designed to support the impact of multiple runners simultaneously (see section 4.e.i.5.).
 - c. Be built such that they are similar in design and material to existing/planned structures within Randolph Woods (see section 3.n.).
 - ii. It is recommended that roofed/covered bridges be considered as future replacements.
 1. The terms of the Randolph Woods' easement limits the amount of structures which can be built within the park and the area which they can occupy.
 - a. As such, covered bridges may provide an additional respite area.
 - i. Lining either side with benches may also be a possible consideration.
 2. Roofing will protect future bridges from the elements.
 3. Rooflines and roofing material can be coordinated with existing and planned structures within the park (see section 3.n.).
 4. Covered bridges have the potential to complement the parks attractiveness and increase usage.
- i. Short-Term Pumping Station Improvements (Short-Term Goal)
- i. If possible, opening up the former pumping station in its current state and adding signs/posters detailing educational/historic information about Randolph Woods may benefit the park's visitors.
- j. Long-Term Pumping Station Improvements (Long-Term Goal)
- i. The pumping station (and parking lot section) of Randolph Woods exists outside of the terms of park's easement. Therefore, this area would be a viable location for structures that would improve the park.
 - ii. If possible, improvements could be made via modifying/expanding the pumping station to include:

1. An improved education center.
 2. An attached or detached picnic pavilion.
 3. Restrooms.
- iii. The pumping station, particularly its oldest portion, has historical significance to the borough. If possible, it is recommended that the borough restore, improve, and incorporate it into future structures.
- k. Bird-Watching Platforms (Long-Term Goal)
- i. Construction of two bird-watching platforms are possible ways to improve the passive-use aspects of Randolph Woods.
 1. Potential locations could include the wetlands area on the northern side of Randolph Woods and the current "tree house" site by southernmost bridge.
 2. Construction of two (2) bird-watching platforms is within the terms of the park's easement.
 3. Design of bird-watching platforms should coordinate with existing/planned structures in the park (see section 3.n.).
 - ii. It is recommended that future bird-watching platforms are roofed/covered.
 1. Covering these platforms will protect them from the elements and decrease the need for future replacement and maintenance.
 2. Due to their possible distance from the pumping station, parking lot, and planned pavilion area, it is hoped that the trails will get additional use without fear of pedestrian fears of being caught in storms.
 3. Covered bird-watching platforms could also double as respite or by locations.
 4. Since the easement limits the number of structures which can be built within the park and limits the number of bird-watching platforms to two (2), it is recommended that these structures be built such that their potential use is maximized.
- l. Trail Posts/Signs (Long-Term Goal)
- i. Posts/Signs along the various trails are recommended to help visitors navigate the park's trail system.
 - ii. Posts/Signs could be located where various trails meet/split.
 - iii. Posts/Signs could also be used to display:
 1. Trail names.
 2. Directions.
 3. Mile markers/trail distances.
 4. Red/Yellow/Blue cross country indicators (for possible 5K race possibilities – see section 4.e.i.5.).
 5. Educational information (displays, etchings, etc.).
 6. No hunting signs.
 7. Corporate sponsorship.
 - iv. Where possible, posts/signs should be cohesive in design (see section 3.n.).
- m. Funding for Improvements/Maintenance (Continuing Goal)
- i. Funding for improvements to the park, such as additional structures, and its maintenance might be derived by requesting corporate sponsorship.

- 1. For example, park benches bearing the name of various companies could be sold to raise funds for improvements/maintenance.
 - ii. If possible, annual fundraisers for the park could be held wherein donors are rewarded with memorabilia such as T-shirts.
 - n. Coherent Design of Structures & Signage (Long-Term Goal)
 - i. To harmonize with the natural and tranquil setting of the preserve, it is recommended that, when possible, all signs and man-made structures in the park adopt a cohesive theme such that they are similar in design, color, building material, and architecture.
 - 1. For example, should a pavilion be erected in the pumping station/parking lot area of the park, it would be preferable to modify it or the pumping station such that they are thematically similar (e.g. building materials, roofline, etc.).
 - 2. Similar considerations should be made for potential bird-watching platforms or future replacements to bridges (see sections 3.h. and 3.k.)
 - ii. Though the pumping station/parking lot area is not bound by the Willistown Trust easement, it is recommended that building materials for future structures in this area (pavilion) still adhere to those permitted by the easement.
4. Future Uses
 - a. Etchings (Long-Term Goal)
 - i. Additional etching locations, similar to the ones employed by GoWilma, could both entertain and educate visitors.
 - 1. These could possibly show various species that live in Randolph Woods.
 - b. Open Air Painting (Short-Term Goal)
 - i. Encouraging open-air painting in Randolph Woods may be a good means of promoting the park and encouraging its passive-use mandate.
 - c. Birdwatching (Short-Term Goal)
 - i. If possible, a map of various bird species and locations where they might be located could encourage birdwatching within the park.
 - d. Partner with Willistown Trust to Coordinate Environmental Studies (Continuing Goal)
 - i. Willistown Trust has expressed interest in conducting environmental studies using Randolph Woods. These studies might include:
 - 1. Water-Monitoring Stations.
 - 2. Insect Studies.
 - 3. Bird Studies.
 - e. Parks & Rec Events at Randolph Woods (Short-Term/Continuing Goal)
 - i. Malvern's Parks and Recreation Committee has expressed interest in hosting events at Randolph Woods. Some ideas for events include:
 - 1. A yearly organized camping event at Randolph Woods for borough residents.
 - 2. A town barbeque or picnic for borough residents.
 - 3. A Randolph Woods Day.
 - 4. Educational Nature Presentations (e.g. bird watching, etc.)
 - 5. 5K Footrace

- f. Events Hosted in Randolph Woods Organized Outside of Parks & Rec (Short-Term Goal)
 - i. A Girl Scout troop from General Wayne Elementary school has expressed interest in camping in Randolph Woods.
 - ii. Yoga and Tai Chi instructors have expressed interest in hosting classes on weekend mornings.
- 5. Not recommended – Dog Park
 - a. The committee has extensively reviewed ideas pertaining to placing a Dog Park and has determined that Randolph Woods is not an ideal location.
 - i. Because of Randolph Woods' proximity to the Malvern Retreat House's property, placement of a dog park on the site will unquestionably contribute to noise pollution and impede upon the retreat's idyllic nature, thus negating its *raison d'être* and impeding upon the religious liberties of its patrons.
 - ii. Randolph Woods has been established as a nature preserve and is the only park of its kind in the borough. Installation of a dog park seems to be in opposition of that mandate and historical use.
 - iii. The borough has no shortage of park space that would be much better-suited for such an installation.
 - iv. Possible locations for a dog park would occupy the areas planned for various events (e.g. camping, picnic, etc.).
 - v. Installation of a dog park risks polluting Ruth's Run, the headwaters of Crum Creek.
 - 1. Storm water will cause dog waste will flow into the stream.
 - 2. Since a dog park is unable to grow grass, which would normally abate erosion and runoff, storm water will force the soil within a dog park into Ruth's Run.
 - vi. Native species in Randolph Woods could be adversely affected as a result of a dog park. For example, native fauna might be driven from the area as a result of the scent or sounds of dogs.
 - vii. If not outright forbidden, establishment of a dog park would severely test the "Passive Use Only" mandate of Randolph Woods' easement.

Encroachment

Background

Randolph Woods is located in an accessible location to many community members of Malvern Borough and Willistown Township. The north and northeast edges of the property are adjoined by private properties owned by residents of Willistown. Over the course of history some border residents have encroached into the Randolph Woods property. The encroachment has taken various forms, some more egregious than others. The total land area of encroachment is roughly 1 acre or 3% of the total acreage of Randolph Woods. Further, the encroachment activities are not permissible according to the Conservation Easement agreement between Malvern Borough and the Willistown Conservation Trust. The Encroachment section of the final report will detail the encroachment issue on Randolph Woods and offer short and long term mitigation proposals.

The Randolph Woods Border

The Randolph Woods border was surveyed in the early 2000's and established metal pins that were placed along the border and wood posts that held a sign dictating Randolph Woods border. These fence posts are only on the north and northeast edges of Randolph Woods at roughly 150-foot intervals. During a visual inspection of the border the Committee witnessed numerous accounts of encroachment by border residents. The encroachment ranged from gardens, fence posts, above ground pool, planted and mowed grass, debris piles, woodpiles and birdhouses.

After the Committee visual tour, a proposal was made to commission a formal survey of the Randolph Woods border to properly document the property line and detail all encroachment occurrences. Edward B. Walsh and Associates, Firm performed the survey in August 2017. The surveyor located previously placed pins on the border to delineate the official survey line and how it lies along the wood posts. The surveyor reported that the wood posts are accurately placed on the official border line.

Edward B. Walsh and Associates presented their survey to the Committee in the form of an updated map. The map (included in this document in the Appendix) details encroached areas by identifying the type of encroachment and delineates area of encroachment (in square footage). The map also identifies the border residents and portrays their property boundaries. It also includes all border monuments that are either new or placed by the Firm or historical monuments.

Findings

The findings of the survey were as expected, based on the Committee's visual tour. Nearly all the areas of Randolph Woods that have a direct border resident experience encroachment in some manner. 16 properties were identified as having encroached on to the Borough property. In the appendix you will find a table that specifically illustrates each occurrence of encroachment. The Committee understands that for some of the encroachment, i.e. debris piles and trails, it is difficult or impossible to attribute when the material was placed or who placed it. The other more permanent or maintained acts of encroachment (mowing, structures, fencing) are easier to apply to a particular owner, as documented on the map and in the corresponding table. In total the encroached areas on Randolph Woods totals 1.1 acres or roughly 3% of total land area in the preserve. Further, the encroached areas directly violate the terms of the Conservation Easement between the Borough and the Willistown Conservation Trust pertaining to how this entrusted land will be managed and maintained. The encroachment leaves Malvern Borough susceptible to violation of the trust terms and conditions.

According to the survey there are nine (9) properties that have some type of permanent structure on Randolph Woods. These structures are mostly fencing, gardens and sheds, but in one (1) case there is a pool that intersects with the Woods boundary and a chicken coop (non-active).

The remaining properties have un-structured encroachments, which range from debris piles, planted grass and mowing, bird feeders, gardens, burn barrels and wood piles.

Communication Plan

Concurrent to the survey, the Committee drafted a letter that would be sent by the Borough of Malvern to Randolph Woods border residents in Willistown. The letter explained the formation, purpose and goal of the committee and invited any border resident to attend the Randolph Woods Committee public meetings and offer comments and suggestions. Malvern Borough kept Willistown Township apprised of all communication and actions the Borough is taking to ensure it maintains its good relationship with its municipal neighbor. Moving forward the Committee recommends all actions that will impact Randolph Woods border residents be communicated to them prior to implementation. The communication is not intended as seeking permission, but rather notification. The Committee also recommends the Borough maintain close communications with Willistown Township prior to implementing any actions that may impact border residents.

Recommendations

Debris Piles and Mowed Areas: By far the largest area of encroachment resides in debris piles and mowed areas. The debris piles are comprised of detritus, sticks, logs, garden refuse and junk. The Committee recommends having these debris piles removed from Randolph Woods. The mere presence of a debris pile will only attract more debris. The Committee recommends a total removal of all debris piles, whether by hauling to another location or mulching in place (via wood chipper). Consulting with Willistown Conservation Trust as to the best way to address the debris piles is recommended. Once the areas are debris free, a monitoring strategy will need to be implemented to combat future debris dumpings. Areas like Randolph Woods that have private residents in close proximity are prone to attract debris dumps. Communicating with border residents and tangential border residents that Randolph Woods is not to be used for dumping of debris and is in fact unlawful to use it in that way will stem the debris flow. Additionally, signage placement prohibiting dumping of any and all materials onto the property should be installed on the fence. If any debris piles do appear they should be managed immediately so to not promote further debris dumping.

Mowed Areas are another major issue on the property. It is unknown when the mowed areas became turf managed, but nonetheless the issue needs to be addressed. The Committee recommends working with Willistown Conservation Trust to learn the best way to remediate these mowed areas. The Conservation Trust can recommend what options the Borough has. The options could include planting native meadow species or native trees or a non-management style and allowing nature to take its course.

Fencing: The Committee recommends Malvern Borough install a fence that parallels the border of Randolph Woods where it comes into contact with private residences. The purpose of the fence is to impede future encroachments and demarcate the Randolph Woods boundary. The fence, in combination with the survey monuments will once and for all permanently and visibly set the extents of the preserve. In the appendix a quote from a local fence company has been supplied. Please note the quote was obtained purely for budgetary purposes and no formal agreement was concluded. The Committee merely wanted to gain an understanding of what the cost would be to install a perimeter fence. The style of the fence is integral in maintaining the proper look and feel of Randolph Woods. The Committee recommends that the fence be aesthetically appealing and non-intrusive or obstructive. The Committee understands the border residents have a vested interest in the fence and would like to install fencing that would be attractive but also effective in limiting encroachment onto the Woods.

If the Borough Council approves installation of perimeter fencing, communicating with border residents will be integral. Permanent and movable structures will have to be removed and relocated. Woodpiles, debris piles and fencing will need to be

addressed. An aggressive outreach effort to the border residents will need to be employed with the assistance of Willistown Township. It is understandable there may be community pushback on the installation of a fence as community members have already voiced opposition citing it will limit access. The Committee recommends working with impacted residents to ensure them that the resource of Randolph Woods will still be accessible, but altered in their historical use especially if the resident is dumping debris or encroaching. Communicating with border residents, the Committee believes will produce a better relationship with border residents and the Borough and also ensure proper use of the preserve into the future.

Short Term (within 1 year): In the short term the Committee recommends that certain attainable actions be taken.

First, the Committee recommends the debris piles be removed in the short term. Establishing a clean slate at Randolph Woods will promote proper use of the preserve and inhibit future abuse by dumping.

Second, the Committee recommends drafting a letter to be mailed to border residents (and other residents within proximity of Randolph Woods) detailing the removal of debris piles from Randolph Woods and the illegality of dumping any material (stressing even natural materials) onto the property. The letter can emphasize that no debris is to be dumped on Randolph Woods and the debris piles that are currently in place will be removed and the area will be monitored in the future to prevent new debris piles from accumulating.

Finally, upon the approval of the Borough Council, the Committee would like to issue a request for proposal (RFP) for a perimeter fence. The criteria for the fence would need to be discussed prior to the RFP being issued (style, design, materials).

Long Term (within 2 years): The Committee recommends the installation of a perimeter fence along any border of Randolph Woods and a private residence. The fence will protect Randolph Woods from future encroachments and allow the Borough to uphold the legal agreement with Willistown Conservation Trust. Areas of the Woods that have become incongruent with the principles of the original intent can be returned once the fence is installed. The Committee recommends placing signage on the fence that dictates the allowed uses of Randolph Woods and prohibits dumping of any material onto the property. Such forthright messaging will diminish the current culture that the land is a refuse site for the community. The Committee recommends monthly perimeter inspections of the fence to ensure the sanctity of the preserve is upheld and any infractions will be swiftly dealt with, including the possibility of involving law enforcement. Willistown Conservation Trust should be consulted routinely on the encroached areas remediation process and progress. As the desired management plan is implemented, the Trust will guide how to properly manage the scarred areas and bring them into compliance with the intent of the Conservation Easement.

Further, the Borough should draft a letter to be mailed to border residents detailing the intention of erecting a perimeter fence. The letter will detail the tentative plans and the necessity for all border residents to remove items that impede the boundary and if items are not removed the Borough reserves the right to remove them themselves.

Environmental

Invasive Plants

- Work with WCT on the most responsible way to handle the Phragmites. Consider the option of controlled burns to minimize impact on surrounding area.
- Seek help from WCT to monitor the monoculture that has been created by the invasive phragmites and it's possible impact on the watershed.
- Remove the pile of soil near the public works building that is infiltrated with Japanese knotweed.
- Continued monitoring of surrounding area to ensure that the Phragmites & Knotweed do not continue to spread.
- Organize volunteer team to cut wild grape and other vines from the trees to prevent any further damage/competition.

General

- Re-route the far eastern trail that has a steep slope and signs of erosion. Use the smaller trail cut by an Eagle Scout several years ago.
- Add trail markers to signal the new trail route.
- Block access along driveway where asphalt ends to prevent dumping and unnecessary vehicle travel.
- Request that public works stop mowing so close to the stream to maintain more of a natural buffer and filtration.
- Identify sources of erosion along existing trails. Wood chips will help to prevent additional exposure of tree roots. Exposed roots can impact the health of the trees and create a tripping hazard.
- Consult WCT trust on whether to chip and or mulch in place the organic debris that has been left in the woods by Willistown residents or to remove it and renovate those areas back to native grasses and plants.
- Add No Dumping sign at Duffryn trail head
- Work with WCT to develop plant selections and planting plan to reestablish natural habitat in encroachment areas.

August 8, 2017

Christopher Bashore, Manager
Malvern Borough
One East First Ave., Suite 3
Malvern, PA 19355



Re: Master Plan
Randolph Woods

Dear Chris:

This letter is a second follow up to the meeting we attended regarding the Randolph Woods Master Plan. Mark, your committee chair, asked what the costs for professional services are to prepare a Master Plan. Of course, the costs vary by the size of the project in both area to be planned and the scope of work. A typical scope includes:

- Site evaluation and assessment
- Program of uses/facilities and options
- Concept plan options and final plan
- Implementation strategy
- Plan document

Coupled with these tasks are public participation and user input throughout the process which means meetings and workshops where community members respond to the components of the plan. Committee and Borough reviews are an equally important component. The master plan process is an important one allowing your community's goals and needs to be reflected in the plan.

Given this overview and our knowledge of this site, we can suggest for budgeting, a master plan process and products would be in the range of \$ 15,000 to \$22,000.

We would very much like to prepare the master plan working closely with the Borough and committee. Please keep us updated on the progress. If you need anything further, please feel free to call or e-mail us.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "R Collier".

Richard Collier, Jr., AICP, ASLA
Principal

A handwritten signature in black ink, appearing to read "D S Cavanaugh".

David S. Cavanaugh, RLA, ASLA
Principal

Master Plan for Randolph Woods

LandConcepts, LLC

- ❖ Our Approach
- ❖ Our Experience

July 19, 2017

Approach

- Understand “The Place” (context, environment, physical)
- Program of Uses/Facilities
- Alternative Plans (*Design with Nature*)
- Review/Narrow Options (iterative process with committee and community i.e., users)
- Preferred Plan
- Implementation (phasing, costs, approvals)

Master Planning Experience

- Parks
- Nature Preserves
- Outdoor Classrooms
- Arboretums
- Trail Networks
- Colleges/Universities/Institutions
- Communities

**Malvern Borough
2001**



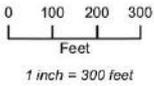
-  Malvern Borough Property
-  Malvern 2001 Easement
-  Streams
-  Sensitive Wet Habitat

Acceptable
Picnic
and Play
Area

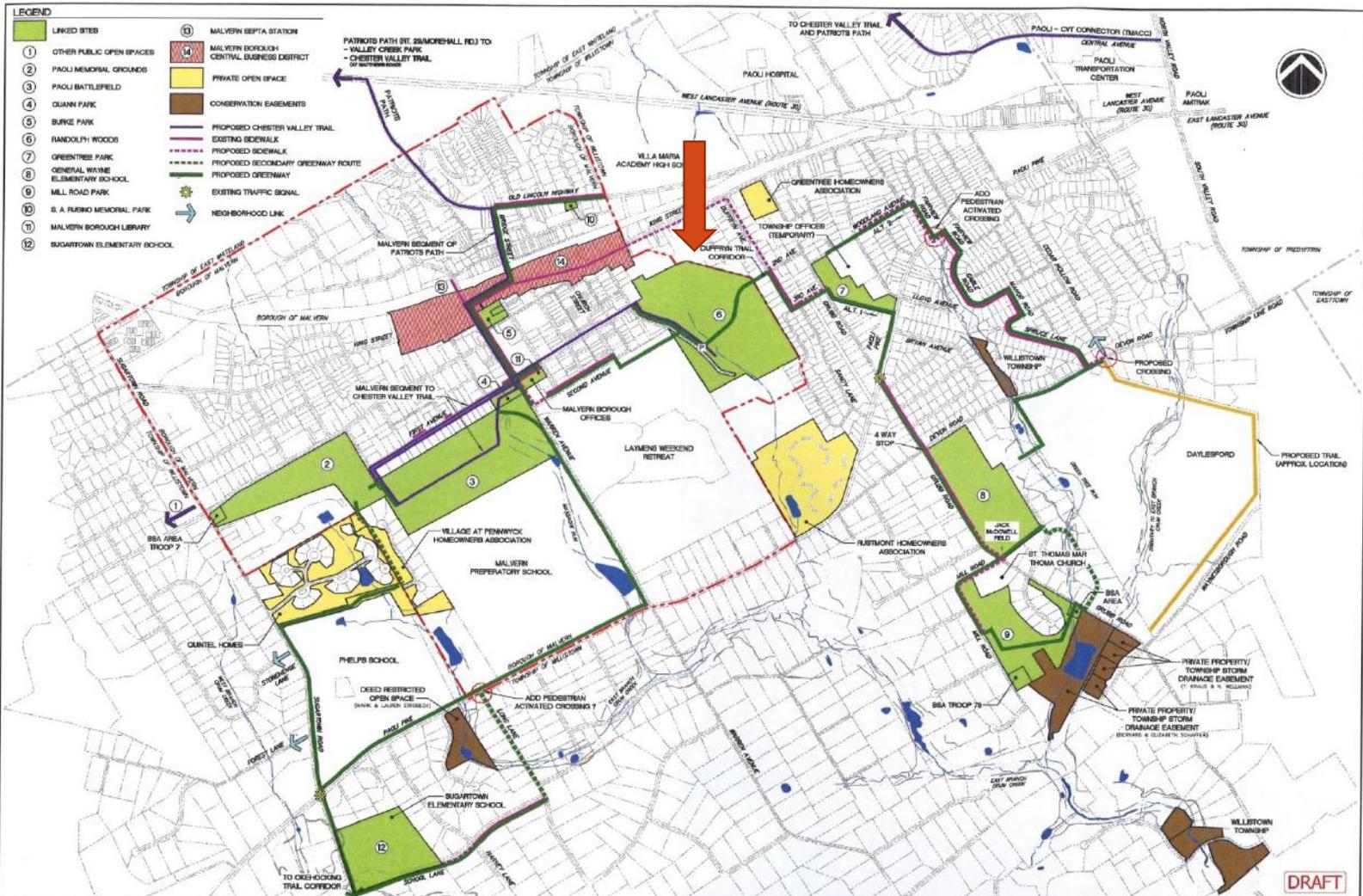
Aerial Photograph: DVRPC 2015
Exhibit A: August 2001
Plan Fit: Medium



Map Prepared:
4/12/2017



 **WILLISTOWN CONSERVATION TRUST**
925 Providence Road ~ Newtown Square, PA 19073
Phone: (610) 353-2562 ~ Fax: (610) 325-0869



MALVERN-WILLISTOWN GREENWAY PROJECT

DECEMBER 20, 2012
NOT TO SCALE

DRAFT

Representative Projects

- Ardsley Wildlife Sanctuary
- Awbury Arboretum
- Morris Arboretum
- Dixon Meadow Preserve
- Jarrett Nature Center
- B. Crofton Nature Center
- Kohler Park
- Rose Valley Preserve
- Crossways Preserve Trail System





DIXON MEADOW PRESERVE



The Dixon Meadow Preserve is a 14-acre protected area that provides wildlife habitat and management of stormwater flowing to the Wieschickon Creek. The Preserve is vegetated by a diverse mix of warm season grasses and wildflowers, plus native trees and shrubs.

Inside the Preserve, the visitor will find accessible trails and boardwalks, educational signs and resting spots that allow recreation, relaxation, exploration, and learning.

The Preserve was made possible by a strong commitment to public open space and many partners.

The community acknowledges with appreciation the following:

- Whitemarsh Foundation
- Whitemarsh Township
- McCausland Family
- Dixon Family
- Colonial School District
- PA Department of Conservation & Natural Resources (DCNR)
- Private Donors & Supporters



WHITEMARSH
FOUNDATION

www.whitemarshfoundation.org







MASTER SITE PLAN (DRAFT)



RECOMMENDATIONS

- SHORTER-TERM / HIGH PRIORITY
- MEDIUM-TERM / MEDIUM PRIORITY
- LONGER-TERM / LOW PRIORITY



SITE LOCATION MAP T=1000'



LAND CONCEPTS
 222 N. W. 10th St., Suite 200
 Ft. Lauderdale, FL 33304
 TEL: (954) 576-1111
 FAX: (954) 576-1112
 WWW.LANDCONCEPTS.COM

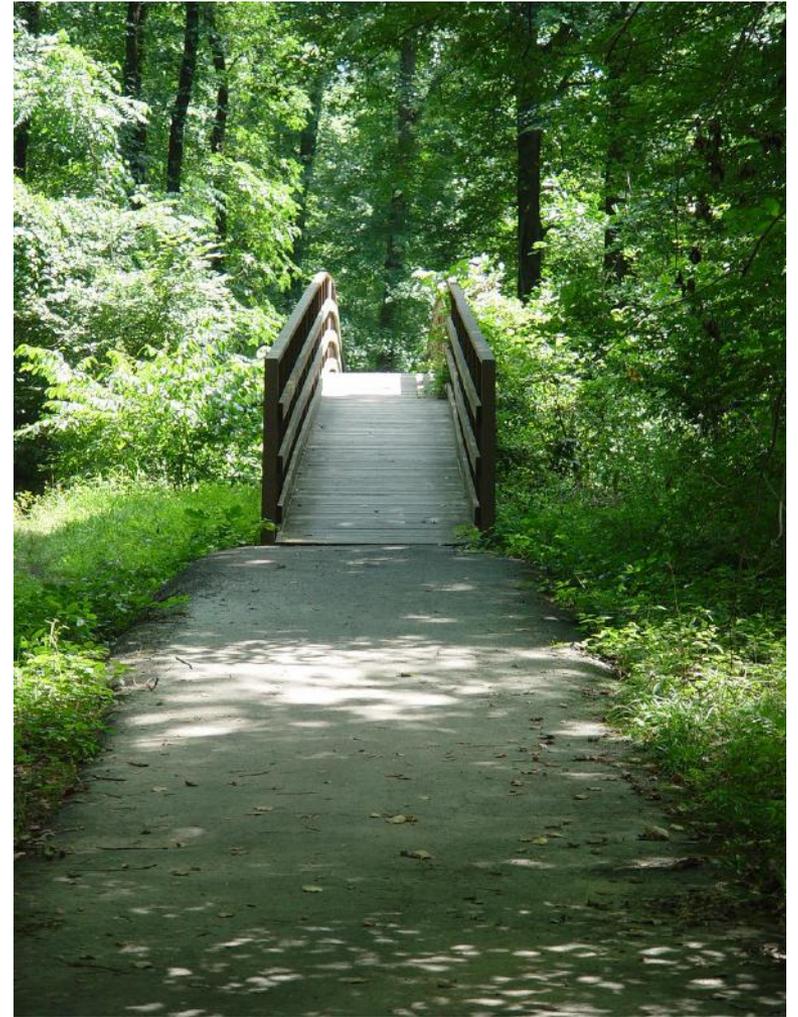
**KOHLER PARK
 MASTER SITE PLAN**
 FOR HORSHAM TOWNSHIP
 PROJECT NO. 100-100-0000
 DATE: 10/15/2010

NO.	DATE	DESCRIPTION
1	10/15/2010	PRELIMINARY PLAN
2	10/15/2010	REVISIONS
3	10/15/2010	REVISIONS
4	10/15/2010	REVISIONS
5	10/15/2010	REVISIONS
6	10/15/2010	REVISIONS
7	10/15/2010	REVISIONS
8	10/15/2010	REVISIONS
9	10/15/2010	REVISIONS
10	10/15/2010	REVISIONS
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33	10/15/2010	REVISIONS
34	10/15/2010	REVISIONS
35	10/15/2010	REVISIONS
36	10/15/2010	REVISIONS
37	10/15/2010	REVISIONS
38	10/15/2010	REVISIONS

Land Concepts
 222 N. W. 10th St., Suite 200
 Ft. Lauderdale, FL 33304
 TEL: (954) 576-1111
 FAX: (954) 576-1112
 WWW.LANDCONCEPTS.COM

KOHLER PARK
 MASTER SITE PLAN
 10/15/2010
 PREPARED BY: LAND CONCEPTS
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 DATE: 10/15/2010
 SCALE: T=100'
 MAP 5
 GRAPHIC SCALE

- ### LEGEND
- KOHLER PARK
 - KINGWOOD OPEN SPACE
 - OTHER MUNICIPAL FACILITY
 - EXISTING TRAIL
 - EXISTING ACCESS
 - 100-YEAR FEMA FLOODPLAIN
 - WATERBODIES



ENVIRONMENTAL EDUCATION AREA STUDY INITIAL RECOMMENDATIONS



WOODLAND/STREAM EDGE MAINTENANCE - Remove exotic/Invasive plants (multi-trunk trees, honeysuckle, poison ivy, English ivy) and cut dead trees.

EXPERIMENTAL RAIL - Tree maintenance to clear wooded trails, dead limbs, fallen leaves and replace wood chips.

SIGNAGE - Install signage to identify the Outdoor Classroom and features.

CULTURAL INTERPRETATION - Provide signage that recaps the history of the school farm.

POND RESTORATION - Restore pond with dredging, new flow structure and new pond edge with benches with seating points to enhance edge including safe student access feature.

TREE IDENTIFICATION TRAIL - Label important trees with numbers keyed to a companion field guide, including other nature trail discovery.

ENRICH WOODLAND - Plant new species to supplement the existing and add trees for greater future woodland with more diversity that provides better wildlife habitat.

WETLAND DISCOVERY BOARDWALK - Construct concrete boardwalk that penetrates or crosses wetland, possibly with small viewing deck.

WETLAND MAINTENANCE - Remove invasive species (cut edge shrubs, grass, sedges) species that affect birds, insects and other wildlife.

OPEN MEADOW - Convert some lawn areas to open meadow with grasses and wildflowers that provide food and bees nesting.

SHRUB BEDS - Construct 11 shrub beds in woods and along stream edge.

- LEGEND**
- POND
 - STREAM
 - WOODS
 - LAWN/TURF
 - WETLANDS

NOTE: L. BASE MAP FROM BOUNDARY AND TOPOGRAPHIC PLAN HARRISBURG-WESTHAM HEBB SCHOOL BY CHARLES E. SHENKNER, INC. APRIL 23, 1996. AERIAL PHOTOGRAPHS, AND FIELD OBSERVATIONS FALL 2000.



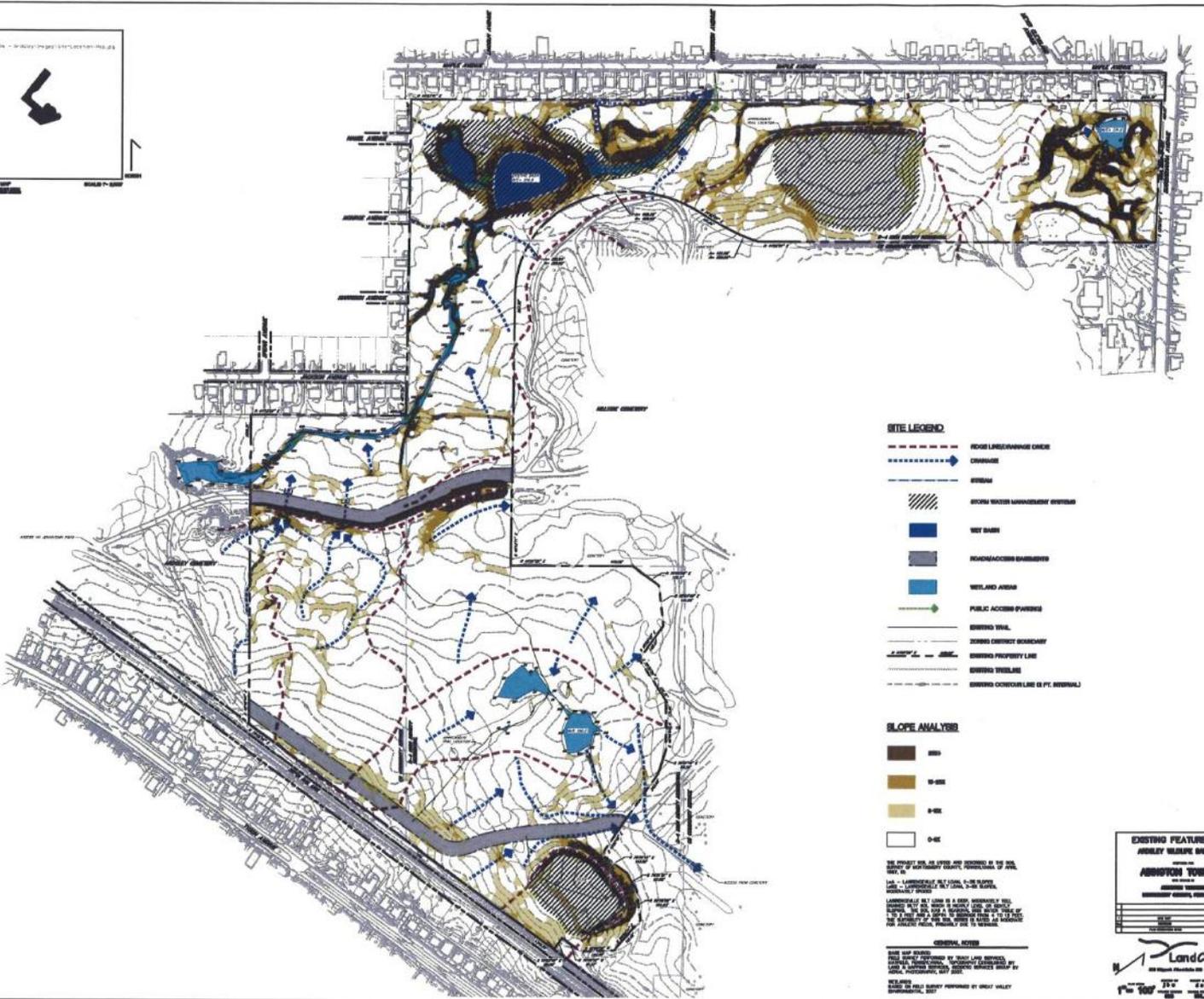
FILE NUMBER: 00010001
DATE: 6/20/07
SIMMONS ELEMENTARY SCHOOL
presented by
HOME AND SCHOOL ASSOCIATION
with thanks to
HARRISBURG TOWNSHIP, PA.





Source: - W:\data\img\p1\101110101.mxd

COMPILED BY: [Signature]



SITE LEGEND

- BOUNDARY/OWNER'S CHIEF
- CHANNEL
- STREAM
- WETLAND MANAGEMENT SYSTEM
- WET BANK
- ROAD/ACCESS EASEMENTS
- WETLAND AREA
- PUBLIC ACCESS (PASSAGE)
- EXISTING TRAIL
- ZONING DISTRICT BOUNDARY
- EXISTING PROPERTY LINE
- EXISTING TIE/LINE
- EXISTING CONCERN LINE (E.P.T. ANNUAL)

SLOPE ANALYSIS

- 10%+
- 5-10%
- 2-5%
- 0-2%

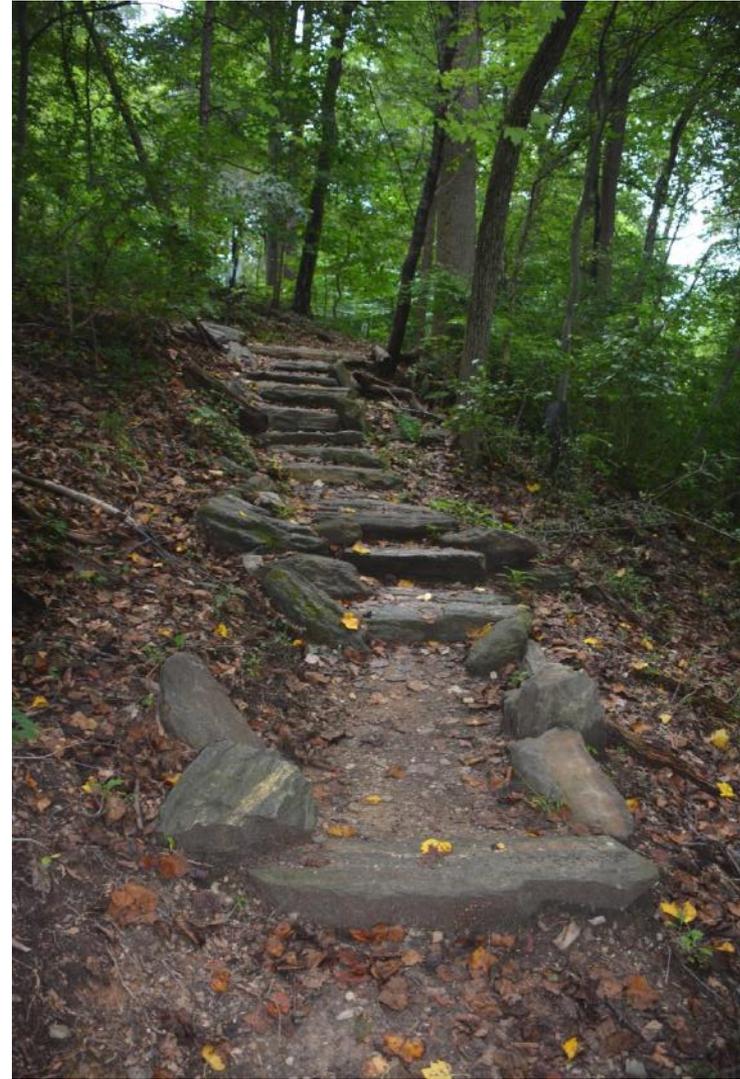
THE PROJECT AND ALL PARTS ARE SUBJECT TO THE
 REVIEW OF ALL APPLICABLE REGULATIONS OF THE
 STATE OF MICHIGAN, LOCAL, STATE, FEDERAL,
 AND INTERNATIONAL AGENCIES.
 LANDSCAPE ARCHITECTURE IS A PROFESSIONAL SERVICE
 WHICH REQUIRES A LICENSED PROFESSIONAL LANDSCAPE ARCHITECT
 TO SEAL AND SIGN ANY DRAWING OR REPORT PREPARED BY
 HIS OR HER FIRM OR BY ANOTHER PERSON UNDER HIS OR HER
 SUPERVISION AND TO BE RESPONSIBLE FOR THE ACCURACY
 AND TRUTHFULNESS OF THE INFORMATION CONTAINED THEREIN.

GENERAL NOTES
 1. SEE MAP SHEET
 2. ALL UTILITIES SHOWN BY THIS PLAN ARE BASED ON
 RECORD DRAWINGS AND FIELD SURVEY DATA. THE
 LOCATION OF UTILITIES SHOWN ON THIS PLAN IS NOT
 GUARANTEED BY THE DESIGNER.
 3. ALL UTILITIES SHOWN BY THIS PLAN ARE BASED ON
 RECORD DRAWINGS AND FIELD SURVEY DATA. THE
 LOCATION OF UTILITIES SHOWN ON THIS PLAN IS NOT
 GUARANTEED BY THE DESIGNER.

EXISTING FEATURES PLAN
WETLAND MANAGEMENT SYSTEM
 FOR
ABINGTON TOWNSHIP
 PREPARED BY
LAND CONCEPTS
 10000 W. GRAND AVENUE, SUITE 100, GRAND RAPIDS, MI 49508
 TEL: 616-941-1111 FAX: 616-941-1112
 WWW.LANDCONCEPTS.COM

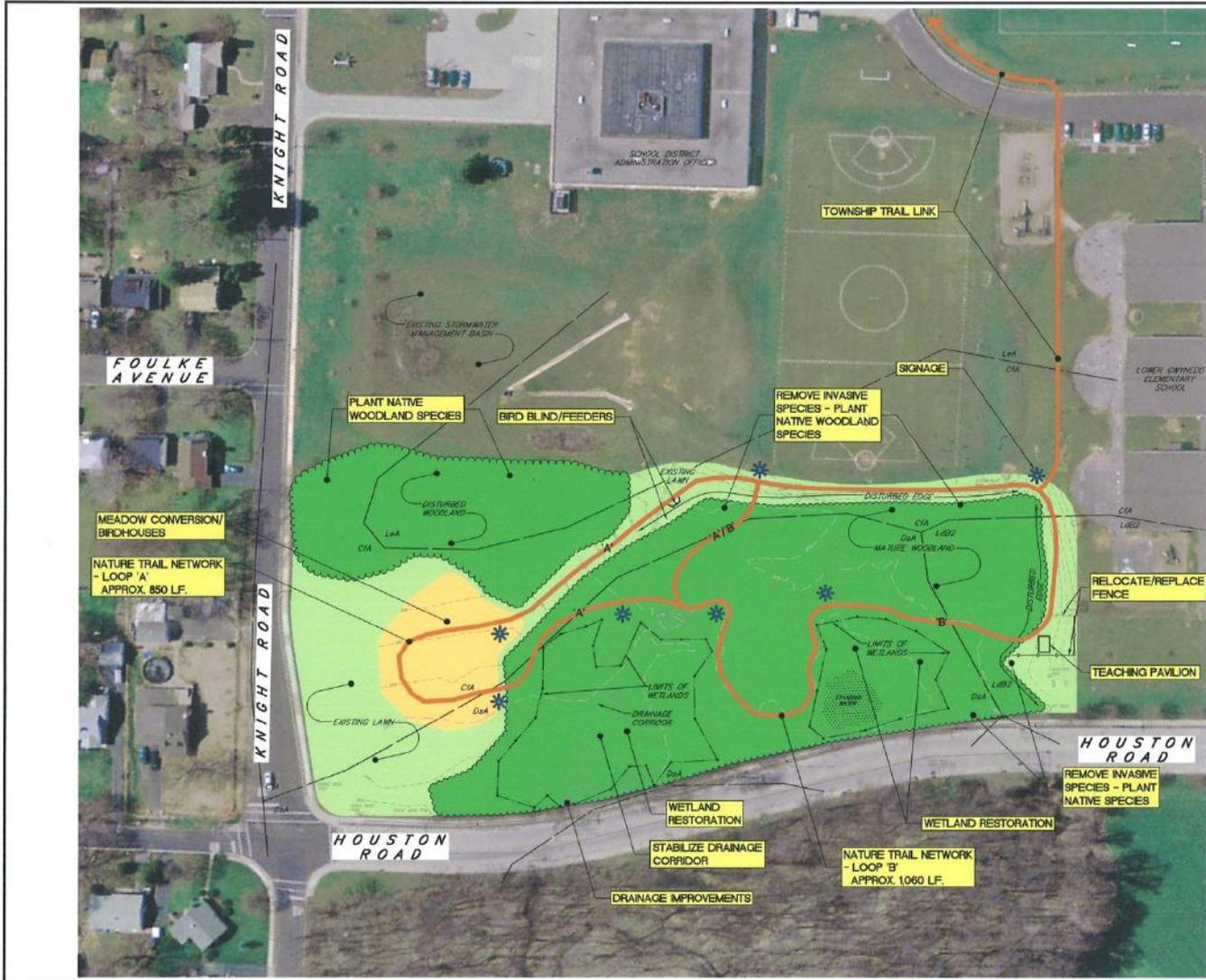
Land Concepts
 10000 W. GRAND AVENUE, SUITE 100, GRAND RAPIDS, MI 49508
 TEL: 616-941-1111 FAX: 616-941-1112
 WWW.LANDCONCEPTS.COM
 1" = 100' MAP 1

Morris Arboretum Woodland Trail



Awbury Arboretum



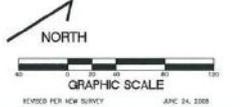


PLAN RECOMMENDATIONS

- LEGEND**
- EXISTING WOODLAND
 - EXISTING WOODLAND EDGE
 - EXISTING WETLANDS
 - EXISTING LAWN
 - EXISTING CONTOUR LINE
 - SOIL TYPES (LINE)

- IMPROVEMENTS LEGEND**
- PROPOSED MEADOW
 - PROPOSED TRAIL NETWORK
 - PROPOSED SIGNAGE

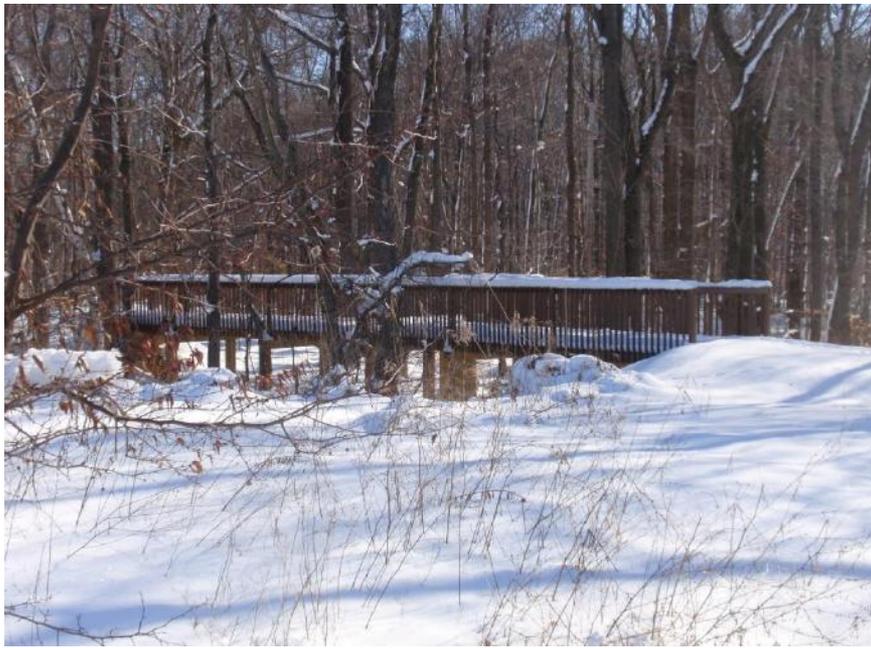
- NOTES**
1. TOPOGRAPHY DEPICTED WITHIN THE HATCHED SHADY AREA FOR THIS PLAN PERFORMED BY TRACY LAND SERVICES, INC. IN MAY 2008.
 2. WETLANDS DELINEATED DEPICTED FOR THIS PLAN PERFORMED BY GREAT VALLEY CONSULTING IN MAY 2008.
 3. AERIAL NAIP COORDS. PROVIDED BY THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR THE PENNSYLVANIA SPATIAL DATA ACCESS (PSDA) "ONLINE MAPS" SERVICE.
 4. SOIL TYPES (SQUARES) FROM MONTCALMERY COUNTY SOIL SURVEY, U.S. DEPARTMENT OF AGRICULTURE, SOIL CONSERVATION SERVICE, 1982.



LOWER GWYNEDD
ELEMENTARY SCHOOL
NATURE CENTER PLAN
PREPARED FOR
WISSAHICKON SCHOOL DISTRICT
SITE 2314111-11
LOWER GWYNEDD TOWNSHIP, MONTGOMERY COUNTY, PA
PLAN 04-0000001-01-01 - MARCH 7, 2008

Land Concepts
593 Shippick Pike • Suite 200 • Blue Bell, PA 19382

PLAN SCALE: DRAWN BY: JBS; CHECKED BY: R.C.C.; PLAN SHEET NUMBER: 1" = 40'; SHEET NUMBER: 6-5; SQUARE SHEET NUMBER: 645-0000-2; MAP 2



Questions and Comments



Thank You



Rusticraft Fence Co.
 439 E King Rd
 Malvern, PA 19355
 ph: 610.644.6770 fx: 610.644.1187
 www.rusticraftfence.com
 HIC Reg # PA002840

PROPOSAL / CONTRACT

Page 1 of 4
 07/20/2017

Customer Information:

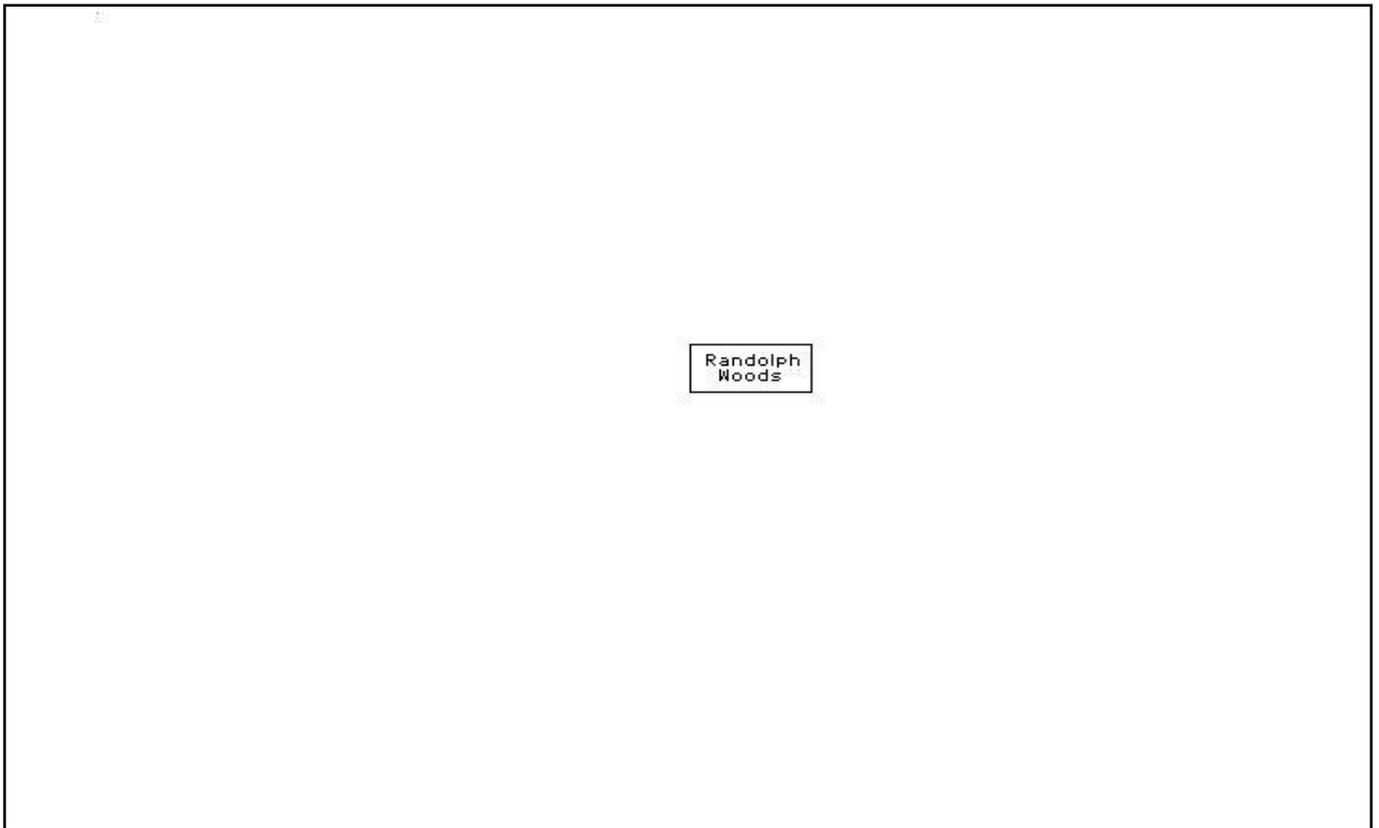
Randolph Woods
 118 Warrington Way
 Malvern, PA 19355

Job Information:

Kevin Paterson
 Fence Consultant
 610-637-8107

Job Description:

Install 2500' 4' high 3 Rail Split Rail (Pressure Treated Rails) Fencing with Concrete Posts (set in concrete footers).



I Approve the 4 pg. Contract and Itemized Estimate

Contract Amount: \$ 69994.45

Deposit: \$ _____

Balance Due: \$ 69994.45

 Customer Date

Accepted for Rusticraft Fence Co.:

 Salesperson Date



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PROPOSAL / CONTRACT

Page 2 of 4
 07/20/2017

Customer Information:

Randolph Woods
 118 Warrington Way
 Malvern, PA 19355

Job Information:

Kevin Paterson
 Fence Consultant
 610-637-8107

RUSTICRAFT FENCE CO (RFC) TERMS & CONDITIONS

- To accept this proposal, please remit a 1/2 deposit and a signed version making this proposal a contract. This contract may be voided upon typographical errors, and may be withdrawn by the RFC after acceptance by your sales representative. All pricing and contract terms are valid for 30 days. -

The Purchaser is responsible for obtaining all municipal permits; confirm ordinance compliance, and Homeowners Association approvals. Should the Purchaser decide to use the RFC Permit Service the Purchaser agrees to pay the quoted permit service fee plus any and all municipal permit costs, HOA fees or any fees associated with securing the permit. The permit service fee is not contingent upon township approval. RFC cannot guarantee your permit will be approved. The permit service does not include involvement with variance hearings.

Additional materials or labor used above estimated figure will be added to the total job cost. When applicable, a price reduction will be credited for unutilized materials only. Custom materials are non refundable. All partial sections will be calculated as full sections.

There will be a \$150 delivery charge for additional materials needed to complete the fence installation resulting from changes by the Purchaser on the day of installation. To avoid this charge, all changes must be made prior to day of installation.

Third party financing voids any and all discounts. Financed jobs are not discountable.

All financed projects require a 1/3 deposit. The purchaser may choose to finance the full amount of the contract and when agreed in advance the deposit will be refunded by RFC once the funds are received by TFA or its affiliates from the lender in full.

If there are insufficient funds in the approved third party lender account for any overages or change orders, customer must provide payment in full at time of completion and in some cases an additional deposit may be required.

The fence will be installed to the contour of the existing ground unless agreed otherwise.

Should the Purchaser make any changes in the layout of Ornamental Aluminum, PVC (Vinyl) or Custom Wood Fence resulting in reduced footage and extra materials, these materials are non returnable and must be paid for as agreed.

There will be absolutely no deposit refund for material that has been expressly produced for a specific order. Ornamental Aluminum, PVC (Vinyl) or Custom Wood Fence deposits will only be returned if ordered materials have not been manufactured and/or shipped to RFC.

RFC will have the public utilities marked, however, the Purchaser is responsible for marking private lines such as, but not limited to, pool, sprinkler, drain, propane, and private electric lines. RFC is not responsible for UNMARKED or incorrectly marked private lines. If said lines are damaged, purchaser shall absorb all costs.

If the purchaser requests or it is required that the fence be attached to any structures such as the home, garage or any buildings or walls, etc. RFC shall be held harmless for any damage resulting from such attachment.

The Purchaser will provide a clear path to the jobsite wide enough to accommodate all materials and equipment. RFC is not responsible to keep this pathway free of dirt and residue from materials. RFC is not responsible for damage or soiling of driveways, walls, walkways, gardens, shrubbery, sod, grading, etc. gaining access or performing work in the same proximity. Purchaser shall absorb all costs.

CUSTOMER Initial _____

Initial _____



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PROPOSAL / CONTRACT

Page 3 of 4
 07/20/2017

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 118 Warrington Way
 Malvern, PA 19355

Job Information:

Kevin Paterson
 Fence Consultant
 610-637-8107

RUSTICRAFT FENCE CO (RFC) TERMS & CONDITIONS

- The Purchaser agrees to clear the fence line of all obstructions such as brush, firewood, personal yard items etc. In the event this is not completed before the crew arrives, additional clearing charges may apply. The Purchaser assumes responsibility for any damage to items along the fence line.

If it becomes apparent that due to underlying rock or foundations that RFC are unable to dig using gas powered augers and have to hand dig or jackhammer post holes, RFC will alert the Purchaser, and additional charges will be presented before work continues. The minimum charge is \$75/hole and if the difficulty causes a return trip to the site, the charge will be no less than \$750/day plus any necessary equipment costs.

If the Purchaser delays completion of an installation in progress or prevents a mobilized crew from commencing work, the following will be charged: Lost time or idle workman will be billed at \$300/hr. Additional trips to the site will cost Purchaser \$750/day.

The Purchaser represents and warrants that he has legal right to permit erection and/or installation of the products or items specified hereunder and has such authority from the legal and equitable owner of the premises involved. In the event this representation is not true or accurate, Purchaser shall absorb all losses, fees and costs occasioned thereby.

The Purchaser agrees to meet the crew the day of installation to indicate actual fence placement. In the event the crew is deterred, cancelled or rescheduled, the Purchaser cannot claim against RFC any fees, lost wages, or costs related to this issue.

Failure by RFC to meet estimated delivery/installation dates is not grounds for cancellation without liquidation charges, and RFC are not liable for loss or damage due to such an occurrence.

While RFC will assist in determining the placement of the fence, it is the Purchaser's responsibility to confirm the fence is installed within the property lines. A survey of the property where the property boundaries are clearly marked with stakes or pins is highly recommended.

If Purchaser cancels contract after 72 hrs. from execution, a fee of 10% of the purchase price with a \$150 minimum, plus cost of any materials furnished or produced and work done to the point of cancellation will be due.

Storage fees may occur if the Purchaser delays project completion. Delays exceeding 120 days entitle RFC to cancel the contract, resulting in further fees.

Balance is due upon completion. If full payment of balance is not received within 72 hours of completion there will be a late penalty of 10% of the total contracted price. An additional finance charge of 1.5%/month shall be applied to all delinquent accounts. All material remains the property of RFC until all invoices are paid in full. The Purchaser also agrees to any penalties, interest, legal fees, or collection costs incurred pertaining to this debt. If there is an unpaid balance, at its discretion, RFC may temporarily void all warranties until resolved.

Material discounts are honored on installed jobs only. Sales tax will be added and discounts will be removed for material only orders

A \$100 service charge plus any and all bank fees will be assessed on all returned checks.

Insurance coverage limits: General liability \$1,000,000

CUSTOMER Initial _____

Initial _____



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PROPOSAL / CONTRACT

Page 4 of 4
 07/20/2017

Customer Information:

Randolph Woods
 118 Warrington Way
 Malvern, PA 19355

Job Information:

Kevin Paterson
 Fence Consultant
 610-637-8107

RUSTICRAFT FENCE CO (RFC) TERMS & CONDITIONS

You the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation form on the next page for an explanation of this right.

NOTICE OF CANCELLATION

Date of transaction: ____/____/____

You may cancel this transaction without any penalty or obligation, within 3 business days of the above date.

If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions for the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for the performance of all obligations under the contract.

To cancel this transaction, mail, fax or deliver a signed and dated copy of this cancellation or any other written notice, or send a telegram to RFC to 439 E King Rd. Malvern, Pa 19355

I hereby cancel this transaction.

CUSTOMER Initial _____

Initial _____

**NORMAN T. GLASS
"RESTORATIONS"
1020 Little Conestoga Rd.
Glenmoore, PA 19343
484-574-5344**

Prices to convert the malvern Pumphouse into a nature center, with small addition for bathrooms, entrance, area and utility room.

The existing building is approximately 23' x 49', consisting of a late 18th century to early 19th century springhouse with a larger addition built as a pump room in the late 19th or early 20th century for the malvern Water Authority.

The building is one story high with a steep pitched hipped roof. The plans are to restore the interior of the springhouse so the spring is visible to visitors. The pump room is to be a display area for the nature center. The proposed small addition would consist of a new handicapped accessible entrance and an entrance area leading into the pump house. Off the entrance area would be a handicapped accessible men's and ladies room and a utility room for an HVAC unit.

The following is a list of possible things that need to be done to complete this process. This does not include landscaping and hook-up to existing sewer and water lines as may be needed.

Exterior

- Restore 3 or 4 windows with non-working sash, the inside to be solid wall
- Restore front door with new door & frame to match existing
- Repairs to walls and re-whitewash
- Restore any damaged wood and paint all wood
- New shingle roof with possible imitation slate shingles
- New exterior lighting-perhaps motion detection and security cameras

Interior of Building, Spring Room

- Restore stone walls, patch pointing and clean up and possibly seal
- Restore spring
- Lightinh
- Restore Door frame to pump room with plexiglass observation panel

Pump Room

- Remove existing concrete floor and replace with new, level and concrete floor
- Parge exterior walls, then stud, insulate and dry-wall
- Restore beamed existing ceiling and insulate above
- Install new lighting and electric
- Paint walls and floor

NORMAN T. GLASS
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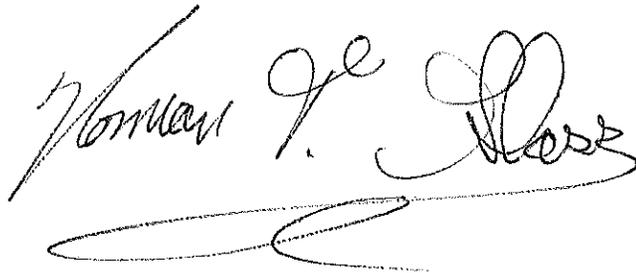
- Paint walls and floor

New Addition
(approx. 12-15' x 20-21')

- Remove existing small block addition
- Excavate footers and concrete slab
- Build block walls
- New roof structure, sheathing & roof shingles
- New entrance door
- Handicapped ramp to pump room
- Build interior walls for rest rooms & utility room
- Plumbing
- Electric & lighting
- Drywall and interior doors & trim
- Paint wall, ceiling, woodwork & floors
- HVAC unit installation w/dehumidifying system

This is just a partial list of things to be done. The rest can be determined at a later date by an architect or planner.

The approximate cost for the work to be done to convert the pumphouse to a nature center would be about \$250,000.00 to \$300,000.00. An architect's fees could be an additional 8-10 percent.

A handwritten signature in black ink that reads "Norman T. Glass". The signature is written in a cursive style with a long horizontal flourish underneath.