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**From:** Lord, Rex[/O=CWOPA/OU=HARRISBURG/CN=RECIPIENTS/CN=RLORD]  
**Sent:** Tue 12/7/2010 11:46:57 AM (UTC-05:00)  
**To:** 'Phillips, Blaine' [REDACTED]  
**Cc:** Johns, Jeffrey [REDACTED] Redding, Mike [REDACTED] Morton, William [REDACTED]  
**Subject:** RE: Strawbridge - Crossen Estates

Hello Blaine, thank you for your response and information.

In September I changed positions and not longer work land acquisition projects. Please ensure all information and questions regarding this property go to White Clay Creek Park Manager, Bill Morton or Jeff Johns. Mike Redding has taken is working land acquisitions for State Parks Resources Management.

All the best and thanks much.  
Rex

Rex H. Lord | Chief, Program Services Section  
Dept. of Conservation & Natural Resources  
Bureau of State Parks/Park Operations & Maintenance Division  
400 Market Street PO Box 8551  
Harrisburg, PA 17105  
Phone: [REDACTED] | Fax: [REDACTED]  
[www.dcnr.state.pa.us](http://www.dcnr.state.pa.us) | [www.IConservePA.org](http://www.IConservePA.org)

-----Original Message-----

From: Phillips, Blaine [mailto:[REDACTED]]  
Sent: Tuesday, December 07, 2010 10:46 AM  
To: Lord, Rex  
Subject: RE: Strawbridge - Crossen Estates

Hi Rex -- I just checked again with Jodi and she has made repeated requests for the title company to review a draft amendment to the Crossen Estates restrictive covenants. I think she used the term "pulling teeth." With year-end approaching, I wouldn't bet on getting title company approval on our amendment until early in January. From there, I think things will proceed quickly with the homeowner's association and removing the lots. Sorry this has been such a slow drag but I think this issue has suffered from being on everyone's "back-burner." We will make sure that is not the case going forward.

On a separate note, I saw Mr. Strawbridge last night and he asked whether a fox hunting group would be able to cross the property we purchased (coming in from the Fair Hill side) about once a month between November and March. I assumed that because the property was now "public" that the fox hunters could cross but wanted to check with you first.

Thanks -- hope all is well.

Blaine T. Phillips, Jr.  
Vice President, Mid-Atlantic Director  
The Conservation Fund  
5807 Kennett Pike  
Centreville, Delaware 19807  
Phone: (302) [REDACTED]  
Fax: (302) [REDACTED]  
[REDACTED]

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

From: Lord, Rex [REDACTED]  
Sent: Friday, December 03, 2010 4:27 PM  
To: Phillips, Blaine  
Subject: RE: Strawbridge - Crossen Estates

Hello Blaine, hope this finds you well. Any word on the Crossen Estates?  
Thanks much,  
Rex

Rex H. Lord | Chief, Program Services Section  
Dept. of Conservation & Natural Resources  
Bureau of State Parks/Park Operations & Maintenance Division  
400 Market Street PO Box 8551  
Harrisburg, PA 17105  
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-----Original Message-----

From: Phillips, Blaine [mailto:[REDACTED]]  
Sent: Monday, August 30, 2010 3:38 PM  
To: Lord, Rex  
Subject: RE: Strawbridge - Crossen Estates

Rex -- I am checking with our atty and will report back. Thanks.

Blaine T. Phillips, Jr.  
Vice President, Mid-Atlantic Director  
The Conservation Fund  
5807 Kennett Pike  
Centreville, Delaware 19807  
Phone: (302) [REDACTED]  
Fax: (302) [REDACTED]  
[REDACTED] mailto:[REDACTED]

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From: Lord, Rex [REDACTED]  
Sent: Monday, August 30, 2010 7:22 AM  
To: Phillips, Blaine  
Subject: FW: Strawbridge - Crossen Estates

Hello Blaine:

What news do you have regarding the Crossen Estates properties?  
Thanks,  
Rex

Rex H. Lord | Planning Section - Program Specialist  
Dept. of Conservation & Natural Resources  
Bureau of State Parks/Resources Management & Planning Division  
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[www.iConservePA.org](http://www.iConservePA.org)<<http://www.iConservePA.org/>>

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From: Barth, Robert  
Sent: Friday, August 06, 2010 8:19 AM  
To: Lord, Rex  
Subject: Strawbridge - Crossen Estates

Absolutely no rush, but sometime if you are talking to Blaine, or sometime when you get the chance, could you ask the status of the removing the housing development land, "Crossen Estates" from the home owners association and transferring it to DCNR?

Thanks

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**From:** Gilchrist, Andrew [REDACTED]  
**Sent:** Wed 11/18/2015 2:59:51 PM (UTC-05:00)  
**To:** Norbeck, John [REDACTED] Azeles, Matt [REDACTED] Johns, Jeffrey [REDACTED] Zimmerman, Jason [REDACTED] Rebert, Ashley [REDACTED] Ford, Thomas P [REDACTED] Imgrund, Lauren [REDACTED]  
**Cc:** Thomas, Cynthia (DCNR) [REDACTED] 'Thomas, Judith B.' [REDACTED] Blaine T. Phillips, Jr. [REDACTED]  
**Subject:** Meeting confirmation - Strawbridge Property 11/20/15  
**Attachment:** Strawbridge Property memo 7-9-15.pdf

Good Afternoon

Since there was a change in the meeting place and time, I am just confirming that DCNR is meeting with The Conservation Fund and Chester County at the RCSOB on Friday Nov 20 at 11 am in the conference room 5A to discuss the future of the 1000 acre Strawbridge property. Blaine Phillips will be representing the Conservation Fund and Judy Thomas will be filling in for Bill Gladden from Chester County. Blaine will have maps of the area and will be leading the discussion.

I look forward to our discussion of this important landscape.

My notes from the original meeting are attached. Questions?

Thanks

Drew

**Andrew (Drew) Gilchrist** | Regional Advisor  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation, Southeast Regional Office  
801 Market St, Suite 6020 | Philadelphia, PA 19107

Phone: [REDACTED] Fax: [REDACTED]

email: [REDACTED]

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Date: July 9, 2015  
To: Strawbridge File  
From: Drew Gilchrist, DCNR/BRC Regional Advisor  
RE: Acquisition of 1000 acre property in Southern Chester County  
=====

On July 8, 2015, I visited the Strawbridge/Springlawn Farm Property in Elk and Franklin Townships, Chester County, with Bill Gladden, Open Space Coordinator for Chester County and Blaine Phillips, Regional Director for The Conservation Fund.

The property is owned by George Strawbridge and is one of the largest remaining, privately owned, properties in Chester County. Originally the property was over 1700 acres. In 2009, 700+ acres of this property was purchased by the PA Bureau of State Parks, using a combination of BRC -C2P2 funding, (Strawbridge/Springlawn Farm Acquisition (8750) \$1 million), DCNR capital, and Chester County funding. It was added as a non-contiguous parcel to the White Clay Creek State Park. It is known as the Elk Creek Section along the MD/PA border. The importance of this property is not only its size and resources values but that it adjoins a 5300+ acre Natural Resource Management Area in Maryland called Fair Hill.

The property consists of rolling farmland, most of which is in corn/soybean/hay rotation. Steep areas and ephemeral streams are buffered by sizeable deciduous riparian forest. The Big Elk Creek (Chesapeake Bay Watershed) winds 3.5 miles thru the original property. Over 690 separate plant species have been identified on the property, 15 of which are endangered, rare, threatened or vulnerable Pennsylvania. Notable animal species include Bog Turtles, Short-eared Owls and the Regal Fritillary Butterfly. The property represents a critical resource in a rapidly developing area in southeastern PA.

The owner has recently approached The Conservation Fund, with the intention to sell the property, possibly as another addition to White Clay State Park. The owner has gone through this process before, is not actively marketing the property for sale and is willing to phase the project over time, if needed.

An appraisal of the property will be commissioned. The current funding sources being mention include DCNR/BRC, DCNR capital funding, Chester County Open Space, the Mt Cuba Center (DuPont \$\$\$) and a partial bargain sale by the owner. The property is expected to be valued in excess of \$10 – \$15 million range.

TCF is going to update the mapping and provide copies to DCNR. At that point BRC should contact State Parks to gauge their interest and arrange a property site visit.

Property pictures are attached.

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#1 – Meadow near Big Elk Creek



#2 From center of property looking north towards Big Elk Creek

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**From:** Norbeck, John [REDACTED]  
**Sent:** Wed 11/18/2015 3:48:07 PM (UTC-05:00)  
**To:** Gilchrist, Andrew [REDACTED] Azeles, Matt [REDACTED] Johns, Jeffrey [REDACTED] Zimmerman, Jason [REDACTED] Rebert, Ashley [REDACTED] Ford, Thomas P [REDACTED] Imgrund, Lauren [REDACTED]  
**Cc:** Thomas, Cynthia (DCNR) [REDACTED] 'Thomas, Judith B.' [REDACTED] Blaine T. Phillips, Jr. [REDACTED]  
**Subject:** RE: Meeting confirmation - Strawbridge Property 11/20/15

Thanks, Drew. The meeting is still on.

**John W. Norbeck** | Deputy Secretary for Parks and Forestry  
PA Dept. of Conservation & Natural Resources  
400 Market Street | Hbg, PA 17105  
Phone: [REDACTED] | Fax: [REDACTED]  
[www.dcnr.state.pa.us](http://www.dcnr.state.pa.us)

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**From:** Gilchrist, Andrew  
**Sent:** Wednesday, November 18, 2015 3:00 PM  
**To:** Norbeck, John <[REDACTED]> Azeles, Matt <[REDACTED]> Johns, Jeffrey <[REDACTED]> Zimmerman, Jason <[REDACTED]> Rebert, Ashley <[REDACTED]> Ford, Thomas P <[REDACTED]> Imgrund, Lauren <[REDACTED]>  
**Cc:** Thomas, Cynthia (DCNR) <[REDACTED]> 'Thomas, Judith B.' <[REDACTED]> Blaine T. Phillips, Jr. <[REDACTED]>  
**Subject:** Meeting confirmation - Strawbridge Property 11/20/15

Good Afternoon

Since there was a change in the meeting place and time, I am just confirming that DCNR is meeting with The Conservation Fund and Chester County at the RCSOB on Friday Nov 20 at 11 am in the conference room 5A to discuss the future of the 1000 acre Strawbridge property. Blaine Phillips will be representing the Conservation Fund and Judy Thomas will be filling in for Bill Gladden from Chester County. Blaine will have maps of the area and will be leading the discussion.

I look forward to our discussion of this important landscape.

My notes from the original meeting are attached. Questions?

Thanks

Drew

**Andrew (Drew) Gilchrist** | Regional Advisor  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation, Southeast Regional Office  
801 Market St, Suite 6020 | Philadelphia, PA 19107

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**From:** Norbeck, John [REDACTED]  
**Sent:** Sat 2/13/2016 1:10:13 PM (UTC-05:00)  
**To:** Phillips, Blaine [REDACTED]  
**Subject:** Re: Strawbridge II update

No problem.

Sent from my iPhone

> On Feb 13, 2016, at 12:39 PM, Phillips, Blaine <[REDACTED]> wrote:

>

> Thank you John -- I got sidetracked yesterday, but will send you a one-pager early next week with some possible dates for a site visit. Enjoy the cold!

>

> Blaine T. Phillips, Jr.

> Senior Vice President, Real Estate, Mid-Atlantic Director

> The Conservation Fund

> 5807 Kennett Pike

> Centreville, DE 19807

> Phone: (302) [REDACTED]

> Fax: (302) [REDACTED]

>

>

>

> From: Norbeck, John [REDACTED]  
> Sent: Thursday, February 11, 2016 8:46 AM  
> To: Gilchrist, Andrew; Phillips, Blaine  
> Cc: Bill Gladden  
> Subject: RE: Strawbridge II update

>

> Thanks folks. Can you develop a one page fact sheet on the property and the proposed or potential financing responsibilities? We should try to get the Secretary to check out the property, maybe sometime in mid-March. Send an email to Cindy Thomas to get it scheduled.

>

> John W. Norbeck | Deputy Secretary for Parks and Forestry

> PA Dept. of Conservation & Natural Resources

> 400 Market Street | Hbg, PA 17105

> Phone: [REDACTED] | Fax: [REDACTED]

> [www.dcnr.state.pa.us](http://www.dcnr.state.pa.us)<<http://www.dcnr.state.pa.us>>

>

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>

> From: Gilchrist, Andrew

> Sent: Thursday, February 11, 2016 7:18 AM

> To: Phillips, Blaine <[REDACTED]>

> Cc: Bill Gladden <[REDACTED]> Norbeck, John <[REDACTED]>

> Subject: Re: Strawbridge II update

>

>

> Blaine

> Appreciate the update

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> I have copied John Norbeck on this to let him know your plans and ask him if he has any more info from central office.

> The travel ban has been lifted so perhaps it is time to schedule a visit for Sec. Dunn.

> John: your thoughts if this is important and time frame?

> Happy to discuss specifics of the DCNR grant app with you.

> Drew

>

> Andrew (Drew) Gilchrist| Regional Advisor

> Department of Conservation and Natural Resources

> Bureau of Recreation and Conservation, Southeast Regional Office

> 801 Market St, Suite 6020 | Philadelphia, PA

> 19107<<https://mail.conservationsfund.org/owa/UrlBlockedError.aspx>>

> Phone: [REDACTED] Fax: [REDACTED] tel: [REDACTED]

> email: [REDACTED] mailto: [REDACTED]

> <http://www.dcnr.state.pa.us/brc><<http://www.dcnr.state.pa.us/brc/index.htm>>

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>

> On Feb 10, 2016, at 4:50 PM, Phillips, Blaine

> <[REDACTED]mailto:[REDACTED]> wrote:

> Hi Drew -- I wanted to check back in and let you know that I am preparing to submit our application for funding on the Strawbridge II project to Chester County by February 26. It is all coming together nicely and Mr. Strawbridge is ready to move forward. I know things may not have changed on the state end, but wanted to make sure you were aware of these next steps. Happy to share the information when we are ready to submit and as always look for your guidance on how to proceed with DCNR.

>

> Hope you are doing well and look forward to catching up again soon.

>

> Blaine T. Phillips, Jr.

> Senior Vice President, Real Estate, Mid-Atlantic Director

> The Conservation Fund

> 5807 Kennett Pike

> Centreville, DE 19807

> Phone: (302) [REDACTED]

> Fax: (302) [REDACTED]

>

> [REDACTED]mailto:[REDACTED]mailto:bphillips@conservationfund.org>

>

>

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**From:** Gilchrist, Andrew [REDACTED]  
**Sent:** Tue 2/16/2016 3:41:26 PM (UTC-05:00)  
**To:** 'Phillips, Blaine' [REDACTED] Norbeck,  
John [REDACTED]  
**Subject:** RE: Strawbridge one pager and dates  
**Attachment:** DCNR Policy for appraisal and boundry Surveys 2015.pdf

Blaine

Attached is a sheet on policy regarding appraisal. I would suggest naming both the Chester County Open Space Program and DCNR C2P2 program as the intended users.

John I provide Blaine with some dates that you , I and Tom ford were available according to Outlook. What ever date works for you and Cindy, works for me.  
Drew

Andrew (Drew) Gilchrist| Regional Advisor  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation, Southeast Regional Office  
801 Market St, Suite 6020 | Philadelphia, PA 19107  
Phone: [REDACTED] Fax: [REDACTED]  
email: [REDACTED]  
<http://www.dcnr.state.pa.us/brc> | [www.ExplorePAtrails.com](http://www.ExplorePAtrails.com)

-----Original Message-----

From: Phillips, Blaine [mailto:[REDACTED]]  
Sent: Tuesday, February 16, 2016 3:30 PM  
To: Norbeck, John <[REDACTED]>  
Cc: Gilchrist, Andrew <[REDACTED]>  
Subject: Strawbridge one pager and dates

John and Drew -- Attached is a draft one pager on the Strawbridge II project. As this project is still in the negotiation stages with the landowner, the financial information is preliminary and very confidential. I anticipate an appraisal report on the property in the next two weeks and will share information as it comes into play. Thank you for all you help and interest and understanding the sensitivity of the information.

In terms of dates, I am available all the dates you suggested except April 14.

Available dates:  
March 31  
April 15 and 22  
May 12

I look forward to pulling this tremendous opportunity together.

Sent from my iPad

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

**COMMONWEALTH OF PENNSYLVANIA**  
**Department of Conservation and Natural Resources**

***Bureau of Recreation and Conservation (BRC)***  
***Administrative Policy/Grant Guidelines***

**SUBJECT:** BRC Acquisition Grant Policy: Requirements for Property Appraisals, Boundary Surveys and Title Work.

**EFFECTIVE DATE:** 10/5/09

**REVISED DATE:** 12/27/10, 01/03/12, 1/6/12, 12/28/12, 7/1/14

**BACKGROUND:** The following provides guidance on requirements for appraisals, boundary surveys and title work for acquisition grants.

**POLICY:**

Eligible land acquisition costs will be determined by DCNR on the basis of appraisal reports prepared by state certified general real estate appraisers. Appraisals need to be ordered by and prepared for the grant applicant. Grants may be in an amount of up to 50% of the approved market value estimate for a property or easement, or the actual purchase price, whichever is less. DCNR may choose to provide partial funding for a land acquisition project based on limited rights or partial public access to a property. DCNR's funding contribution is based on 50% of the highest protection area designated (PALTA easement model).

Related land acquisition project expenses for items, such as appraisals, phase 1 environmental site assessment, boundary survey, title search, title insurance, settlement costs, certain legal costs, taxes, Bureau required signage and PNDI surveys, may be included as part of the project cost and are eligible for up to 50% reimbursement.

DCNR will reimburse up to 50% of the combined costs of the land acquisition and the eligible related acquisition project expenses, as listed in the previous paragraph. The combined eligible costs are reimbursed up to the awarded grant amount. The Grantee is responsible for all costs not reimbursed by the Grant to include any eligible costs over the awarded grant amount.

If land (or an easement) will be purchased by a grant applicant at a price that is less than the appraised value of the land (for example, in a bargain sale), the difference between the appraised value and the purchase price may be considered a donation to the applicant (DCNR's grantee). The value of this donation ("land donation value") may be used by the applicant as a one-time non-cash match for the acquisition grant which can be for up to but not more than 50% of the appraised market value which is clearly identified in the grant application. Any donated value approved can only be applied to that grant. Any excess value cannot be carried over to another project. All land donated as match for DCNR funding must meet all other grant requirements. For acquisition projects, this type of match is the only form of non-cash match

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that is permitted by the Bureau. The appraised value of donated land can also be used as non-cash match on development projects. Applicants/grantees should not take title to the land until the grant being applied for is approved. The noncash value of the land can only be used as match if the grantee accepts title to the property within the grant agreement period. In either case, grants that include donated land value must be supported with appropriate documentation (for example, IRS Form 8283) that demonstrates the value and the fact that the land/easement value was actually donated.

## **Appraisals, Boundary Survey and Title Search/Certification Requirements:**

### **A. Appraisals:**

All acquisition projects funded by the Bureau of Recreation and Conservation are required to have two (2) appraisals, a boundary survey plan sealed by a PA registered land surveyor, and a title report covered with a certificate of title or certificate of title letter from an attorney. The DCNR project manager will review the appraisal report(s), boundary survey and title work for determination of an approved market value. Appraisals need to be current - generally speaking, no more than 6 months to one year old and ordered by and prepared for the applicant. DCNR must be listed in the appraisal reports as a permitted user.

One appraisal must be submitted at the time of application. If a grant is awarded, a second appraisal is normally required. All appraisals must be ordered by and prepared for the applicant and completed by a State Certified **General** Real Estate Appraiser. Appraisals prepared by Certified Residential Appraisers or Broker Appraisers will not be accepted by the Bureau. In limited circumstances, the requirement for a second appraisal may be waived. For example, when the market value stated in the first appraisal will substantially exceed twice the value of the grant and the first appraisal is current and meets DCNR standards, then the second appraisal requirement may be waived.

Appraisals need to clearly indicate the spectrum of interests/rights being appraised. The inclusion or exclusion of rights appraised including but not limited to surface, mineral (coal and hard mineral), oil, and gas, wind, timber, etc. needs to be clearly disclosed. To ensure that the appraisal reflects the value of the rights being acquired a title search should be done prior to or as part of the appraisal process. A title search and certificate of title signed by an attorney is required prior to project completion and closeout. Applicants are strongly encouraged to complete this prior to the appraisal being ordered and conducted.

**Minimum Appraisal Standards** are provided at the following attachments and should be provided to the appraiser preparing your report(s):

Attachment A – Acquisition in fee – USPAP (Comprehensive Format);

Attachment B – Acquisition of a Conservation Easement – USPAP (Comprehensive Format);

Attachment C – Acquisition involving federal funding source(s) either as a grant or when federal funds are being used as match for a grant.

### **B. Boundary Survey:**

A boundary survey plan is required to close out the project. The boundary survey establishes the property lines and correct acreage for all the property or easement acquired under the grant project. The boundary survey plan should contain the following: the location of the monuments

(placed or found) at the property corners; location of existing easements and rights-of-way of record; calculation of acreage; a description of the property; signature and seal by a PA Registered Land Surveyor.

It is highly recommended the boundary survey plan be recorded in the County Recorder of Deeds Office to place the public on notice of the boundary of the property or easement acquired.

For additional information please review the Boundary Survey - Frequently Asked Questions attached at the end of this policy.

### C. Title Work Requirements:

Prior to DCNR approval to proceed to settlement, DCNR must receive a copy of the title report and the certificate of title/certificate of title letter verifying in writing that no outstanding title issues exist. Title insurance is also required. The grantee should consider having a title search performed prior to submitting a grant application. The title work should determine if any rights, such as oil, gas, mineral (coal and hard mineral), timber and/or wind have been severed from the property. This information should be provided to the appraiser in order to allow the appraiser to clearly indicate and evaluate the spectrum and value of the interests/rights being appraised.

Also, any recorded oil and gas leases, farm leases and/or any other leases and/or agreements associated with the property should be submitted with the grant application and provided to the appraiser to include a copy of the sales agreement, if one has been executed. DCNR needs to verify that the terms of a lease(s); severed right(s); and/or conditions within a sales agreement will not have a negative impact on the project scope.

This policy remains in effect until revised or rescinded.

**ATTACHMENT A**  
**FEE ACQUISITION**  
**MINIMUM APPRAISAL STANDARDS UNDER USPAP**  
**COMPREHENSIVE (Self-contained) REPORT**

The following is intended to assist the appraiser in providing the client with an appraisal report which complies with the Uniform Standards of Professional Appraisal Practice and meets DCNR/Bureau of Recreation & Conservation grant program guidelines. It is important that an appraisal communicate the reasoning, logic and analysis used to formulate an estimate of market value. While the methodology and technique employed in an appraisal are at the discretion of the appraiser, the report must demonstrate to the reader the reasonableness of the values reported. Appraisals must be set forth in a clear and accurate manner, and meet the minimum appraisal standards outlined below to be considered acceptable.

**I. MINIMUM APPRAISAL STANDARDS**

1. Conform to the most recently published version of the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.
2. Be written and contain sufficient information and analysis to support the decision to engage in the transaction.
3. Be based on the following definition of market value:

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

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised, and are acting in what they consider their own best interests;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

**REFERENCES:** Appraisal Dictionary 5<sup>th</sup> Edition, Appraisal Institute, Copyright 2010

**Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request**

## REQUIRED CONTENT

Comprehensive (self-contained) appraisal reports are expected to include a sufficient depth of analysis, commensurate with the complexity of the appraisal assignment, to assist the intended users in understanding the rationale of the value conclusions.

### Introduction

#### A. Title Page

Include the name and address of the property appraised, the name and address of the individual(s) making the report and the effective date of the appraisal

#### B. Letter of Transmittal

The contents of the letter of transmittal should include:

1. Date of the report;
2. Identification of the property type, property name if applicable and the property location (street address, municipality, county, state);
3. Identification of the interest or property rights being appraised;
4. The estimated value(s) and effective date(s) of value.
5. Extraordinary assumptions and hypothetical conditions affecting the assignment results must be clearly and conspicuously stated. State that their use may have affected the assignment results;

#### C. Table of Contents

Address all major headings in this outline and reference with page number

#### D. Summary of Salient Facts and Conclusions

Report the major facts and conclusions that lead to the final opinion of value. The following items shall be organized in a summary format:

1. Owner of record
2. Location (Address)
3. Land Area
4. Brief description of the improvements
5. Zoning
6. Highest and Best Use conclusion "As Vacant" and "As Improved"
7. Property rights appraised
8. Indicated value for each approach to value employed
9. Effective date(s) of value
10. Date of Inspection

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**E. Photographs of Subject Property**

At minimum, photographs shall include the front elevation of the major improvements and any unusual features, views of abutting properties on either side, and the property directly opposite. Include interior views of unique features. Except for an overall view, photographs may be included with the discussion or description of the photograph's contents or may be placed in the addenda of the report.

Each photo shall be numbered and shall identify the property, the date taken, and the name of the person taking the photograph. A "Key Plan" identifying the location from which each photograph was taken and the direction the camera lens was facing shall be shown on an aerial view of the property (may be located in the addenda).

**F. Statement of Assumptions and Limiting Conditions**

State any assumptions and limiting conditions.

**G. Scope of Work**

Summarize the scope of work used to develop the appraisal. (Refers to the extent of the process of collecting, confirming, and reporting data)

**H. Identity of the Purpose, Client and Intended Use**

Explain the reason for the appraisal and the definition of all value opinions required. State the identity of the client and any intended users by name or type and the intended use of the appraisal.

**I. Definition of the Interest or Property Rights Appraised**

Identify the interest or property rights being appraised. The inclusion or exclusion of rights appraised including but not limited to surface, mineral (coal and hard mineral), oil, and gas, wind, timber, etc. needs to be clearly disclosed.

**J. Summary of Appraisal Problem**

Acquaint the reader of the appraisal report with the specific appraisal problems, if any that have been encountered by the appraiser.

## **Factual Data**

**K. Legal Description**

Description shall be complete as to properly identify the property appraised. If lengthy, it should be referenced and included in the addenda of the report.

**L. Market Area Analysis**

Consider and describe the relevant physical, economic, social and governmental factors

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

#### **M. Property Data**

Describe all pertinent information including at minimum:

1. Site – Describe the present uses, accessibility and road frontage, land contours, soils, vegetation (including timber and/or permanent plantings), views, area, land shape, utilities, mineral deposits, subsurface rights, water rights associated with property, easements, etc. ***Note: if a title report is available, analyze and incorporate it into the report. Include a copy of the title report in the addenda.***
2. Improvements – Describe all improvements including their dimensions, square footage, actual and effective ages, etc.
3. Fixtures – describe any fixtures included in the value opinion
4. Use History
5. Sales History - Report a three year sales history for the subject.
6. Rental History
7. Assessed value and Annual Tax Load
8. Zoning and other Land Use Regulations

### **Data Analysis and Conclusions**

#### **N. Highest and Best Use Analysis**

Analyze the Highest and Best Use of the subject "As If Vacant" and "As Improved." Fully describe the findings of the Highest and Best Use analysis, as if vacant, and as improved. The four tests *legally permissible, physically possible, financially feasible and maximally productive uses* should be discussed. If the Highest and Best Use analysis concludes that a change in use is warranted, provide sufficient information and support for the reader to understand the conclusion.

#### **O. Land Value Analysis (if applicable)**

The site should be valued "As if Vacant and Available" for its Highest and Best Use.

The sales comparison approach is the preferred method of estimating land value.

A preferred analysis includes the following:

1. An adjustment grid with quantitative adjustments. (Quantitative is preferred; if qualitative adjustments are considered, a comprehensive discussion of factors used in development of adjustment grid must be provided.)
2. A narrative discussion of each adjustment and its ***market-based support***.
3. Adequate information concerning each comparable sale used and the comparative analysis to enable the reader of the report to follow the appraiser's logic. Suggested data includes: location map, photographs, a copy of tax map or sketch illustrating the shape of each comparable sale, and verification process used. (Comparable data may be located in the addenda).

**P. Cost Approach (If applicable)**

Describe:

1. The estimation of cost new, (***provide support for estimation***)
2. Support the rationale for the estimates of physical deterioration, functional and external obsolescence.

If the cost approach is not developed proper justification must be given.

**Q. Income Approach (if applicable)**

The appraisal report shall fully describe adequate factual data to support each figure and factor used. Arrange in a comprehensive format to show at least:

1. Estimated gross economic, or market, rent or income;
2. Allowance for vacancy and credit losses;
3. An itemized estimate of total expenses;
4. An itemized estimate of the reserves for replacements, if applicable.

Capitalization of net income shall be at the rate prevailing for this type of property and location. The capitalization method and rate or discount should be explained and ***supported*** by sources of rates and factors. The preferred source of an applicable capitalization rate or discount rate is from actual capitalization rates or discount rates reflected by comparable sales.

If the income approach is not developed proper justification must be given.

**R. Sales Comparison Approach (if applicable)**

In selecting the comparable sales used in valuing a given property, it is fundamental that all sales have the same economic Highest and Best Use as the property under appraisal and the greatest weight be given to the properties most comparable to the subject property.

A preferred analysis includes the following:

1. Adequate information concerning each comparable sale used and the comparative analysis to enable the reader of the report to follow the appraiser's logic. Recommended data includes location map, photographs and a copy of tax map or sketch illustrating the shape of each comparable sale, and the verification process used. (Comparable data may be located in the addenda).
2. An adjustment grid with quantitative adjustments. (Quantitative is preferred; if qualitative adjustments are considered, a comprehensive discussion of factors used in development of adjustment grid must be provided.)
3. A detailed discussion of each adjustment and its ***market-based support***.

If the sales comparison approach is excluded, proper justification must be given.

**S. Reconciliation and the Final Value Opinion**

Discuss the relevance, advantages and disadvantages of each approach and the rationale for the exclusion of any approach. The final value conclusion must be stated together with the interest appraised and the effective date of the appraisal.

**T. Certification**

The appraiser must include a signed certification which is similar in content found in (USPAP 23).

**NOTE:** The appraiser must disclose any services performed relating to the subject property within the prior three years.

## **Addendum**

The contents of the Addendum should include:

1. Engagement Letter
2. Qualifications of the Appraiser
3. Copy of the appraiser's state certification for the state in which the subject property is located.
4. Miscellaneous Documents (As appropriate)
  - a. Supporting data, etc.
  - b. Zoning codes, etc.
  - c. Subject photographs
  - d. Legal descriptions
  - e. Title Report
  - f. Maps (Aerial, Topography, Location, Soils, Etc.)
  - g. Comparable Sales
  - h. Copy of recorded deed for the current landowner(s) of record (if client already acquired the property then copy of the previous landowner)
  - i. Any other pertinent information

**ATTACHMENT B**  
**CONSERVATION EASEMENT**  
**MINIMUM APPRAISAL STANDARDS UNDER USPAP**  
**COMPREHENSIVE (Self-contained) REPORT**

The following is intended to assist the appraiser in providing the client with an appraisal report which complies with the Uniform Standards of Professional Appraisal Practice and meets DCNR/Bureau of Recreation & Conservation grant program guidelines. It is important that an appraisal communicate the reasoning, logic and analysis used to formulate an estimate of market value. While the methodology and technique employed in an appraisal are at the discretion of the appraiser, the report must demonstrate to the reader the reasonableness of the values reported. Appraisals must be set forth in a clear and accurate manner, and meet the minimum appraisal standards outlined below to be considered acceptable.

**I. MINIMUM APPRAISAL STANDARDS**

1. Conform to the most recently published version of the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation.
2. Be written and contain sufficient information and analysis to support the decision to engage in the transaction.
3. Be based on the following definition of market value:

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

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised, and are acting in what they consider their own best interests;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

**REFERENCES:** Appraisal Dictionary 5<sup>th</sup> Edition, Appraisal Institute, Copyright 2010

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## REQUIRED CONTENT

Comprehensive (self-contained) appraisal reports are expected to include a sufficient depth of analysis, commensurate with the complexity of the appraisal assignment, to assist the intended users in understanding the rationale of the value conclusions.

### Introduction

#### A. Title Page

Include the name and address of the property appraised, the name and address of the individual(s) making the report and the effective date of the appraisal

#### B. Letter of Transmittal

The contents of the letter of transmittal should include:

1. Date of the report;
2. Identification of the property type, property name if applicable and the property location (street address, municipality, county, state);
3. Identification of the interest or property rights being appraised;
4. The estimated value(s) and effective date(s) of value.
5. Extraordinary assumptions and hypothetical conditions affecting the assignment results must be clearly and conspicuously stated. State that their use may have affected the assignment results;

#### C. Table of Contents

Address all major headings in this outline and reference with page number

#### D. Certification

The appraiser must include signed certification which is similar in content found in (USPAP 23).

**NOTE:** The appraiser must disclose any services performed relating to the subject property within the prior three years.

#### E. Summary of Salient Facts and Conclusions

Report the major facts and conclusions that lead to the final opinion of value. The following items shall be organized in a summary format:

1. Owner of record
2. Location (Address)
3. Land Area
4. Brief description of the improvements
5. Zoning
6. Highest and Best Use conclusion "As Vacant" and "As Improved"

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7. Property rights appraised
8. Indicated value for each approach to value employed
9. Effective date(s) of value
10. Date of Inspection

**F. Photographs of Subject Property**

At minimum, photographs shall include the front elevation of the major improvements and any unusual features, views of abutting properties on either side, and the property directly opposite. Include interior views of unique features. Except for an overall view, photographs may be included with the discussion or description of the photograph's contents or may be placed in the addenda of the report.

Each photo shall be numbered and shall identify the property, the date taken, and the name of the person taking the photograph. A "Key Plan" identifying the location from which each photograph was taken and the direction the camera lens was facing shall be shown on an aerial view of the property (may be located in the addenda).

**G. Statement of Assumptions and Limiting Conditions**

State any assumptions and limiting conditions.

**H. Scope of Work**

Summarize the scope of work used to develop the appraisal. (Refers to the extent of the process of collecting, confirming, and reporting data)

**I. Identity of the Purpose, Client and Intended Use**

Explain the reason for the appraisal and the definition of all value opinions required. State the identity of the client and any intended users by name or type and the intended use of the appraisal.

**J. Definition of the Interest or Property Rights Appraised**

Identify the interest or property rights being appraised. The inclusion or exclusion of rights appraised including but not limited to surface, mineral (coal and hard mineral), oil, and gas, wind, timber, etc. needs to be clearly disclosed.

**K. Summary of Appraisal Problem**

Acquaint the reader of the appraisal report with the specific appraisal problems, if any that have been encountered by the appraiser.

## **Factual Data**

**L. Legal Description**

Description shall be complete as to properly identify the property appraised. If lengthy, it should be referenced and included in the addenda of the report.

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**M. Market Area Analysis**

Consider and describe the relevant physical, economic, social and governmental factors

**N. Property Data**

Describe all pertinent information including at minimum:

1. Site – Describe the present uses, accessibility and road frontage, access, land contours, soils, vegetation (including timber and/or permanent plantings), views, area, land shape, utilities, mineral deposits, subsurface rights, water rights associated with property, easements, environmental, etc. **Note: if a title report is available, analyze and incorporate it into the report. Include a copy of the title report in the addenda.**
2. Improvements – Describe all improvements including their dimensions, square footage, actual and effective ages, etc.
3. Fixtures – describe any fixtures included in the value opinion
4. Use History
5. Sales History - Report a three year sales history for the subject.
6. Rental History
7. Assessed value and Annual Tax Load
8. Zoning and other Land Use Regulations

## **Before Data Analysis and Conclusions**

**O. Highest and Best Use Analysis**

Analyze the Highest and Best Use of the subject "As If Vacant" and "As Improved." Fully describe the findings of the Highest and Best Use analysis, as if vacant, and as improved. The four tests *legally permissible, physically possible, financially feasible and maximally productive uses* should be discussed. If the Highest and Best Use analysis concludes that a change in use is warranted, provide sufficient information and support for the reader to understand the conclusion.

**P. Land Value Analysis (if applicable)**

The site should be valued "As if Vacant and Available" for its Highest and Best Use.

The sales comparison approach is the preferred method of estimating land value.

A preferred analysis includes the following:

1. An adjustment grid with quantitative adjustments. (Quantitative is preferred; if qualitative adjustments are considered, a comprehensive discussion of factors used in development of adjustment grid must be provided.)
2. A narrative discussion of each adjustment and its **market-based support**.
3. Adequate information concerning each comparable sale used and the comparative analysis to enable the reader of the report to follow the appraiser's logic. Suggested data includes: location

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map, photographs, a copy of tax map or sketch illustrating the shape of each comparable sale, and verification process used. (Comparable data may be located in the addenda).

**Q. Cost Approach (If applicable)**

Describe:

1. The estimation of cost new, (***provide support for estimation***)
2. Support the rationale for the estimates of physical deterioration, functional and external obsolescence.

If the cost approach is not developed proper justification must be given.

**R. Income Approach (if applicable)**

The appraisal report shall fully describe adequate factual data to support each figure and factor used. Arrange in a comprehensive format to show at least:

1. Estimated gross economic, or market, rent or income;
2. Allowance for vacancy and credit losses;
3. An itemized estimate of total expenses;
4. An itemized estimate of the reserves for replacements, if applicable.

Capitalization of net income shall be at the rate prevailing for this type of property and location. The capitalization method and rate or discount should be explained and ***supported*** by sources of rates and factors. The preferred source of an applicable capitalization rate or discount rate is from actual capitalization rates or discount rates reflected by comparable sales.

If the income approach is not developed proper justification must be given.

**S. Sales Comparison Approach (if applicable)**

In selecting the comparable sales used in valuing a given property, it is fundamental that all sales have the same economic Highest and Best Use as the property under appraisal and the greatest weight be given to the properties most comparable to the subject property.

A preferred analysis includes the following:

1. Adequate information concerning each comparable sale used and the comparative analysis to enable the reader of the report to follow the appraiser's logic. Recommended data includes location map, photographs and a copy of tax map or sketch illustrating the shape of each comparable sale, and the verification process used. (Comparable data may be located in the addenda).
2. An adjustment grid with quantitative adjustments. (Quantitative is preferred; if qualitative adjustments are considered, a comprehensive discussion of factors used in development of adjustment grid must be provided.)
3. A detailed discussion of each adjustment and its ***market-based support***.

If the sales comparison approach is excluded, proper justification must be given.

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**T. Reconciliation and the Final Value Opinion**

Discuss the relevance, advantages and disadvantages of each approach and the rationale for the exclusion of any approach. The final value conclusion must be stated together with the interest appraised and the effective date of the appraisal.

## **After Data Analysis and Conclusions**

**U. Highest and Best Use Analysis**

Analyze the Highest and Best Use of the subject "As If Vacant" and "As Improved." Fully describe the findings of the Highest and Best Use analysis, as if vacant, and as improved. The four tests, *legally permissible, physically possible, financially feasible and maximally productive uses* should be discussed. If the Highest and Best Use analysis concludes that a change in use is warranted, provide sufficient information and support for the reader to understand the conclusion.

**V. Land Value Analysis (if applicable)**

The site should be valued "As if Vacant and Available" for its Highest and Best Use.

The sales comparison approach is the preferred method of estimating land value.

A preferred analysis includes the following:

1. An adjustment grid with quantitative adjustments. (Quantitative is preferred; if qualitative adjustments are considered, a comprehensive discussion of factors used in development of adjustment grid must be provided.)
2. A narrative discussion of each adjustment and its ***market-based support***.
3. Adequate information concerning each comparable sale used and the comparative analysis to enable the reader of the report to follow the appraiser's logic. Suggested data includes: location map, photographs, a copy of tax map or sketch illustrating the shape of each comparable sale, and verification process used. (Comparable data may be located in the addenda).

**W. Cost Approach (If applicable)**

Describe:

1. The estimation of cost new, (***provide support for estimation***)
2. Support the rationale for the estimates of physical deterioration, functional and external obsolescence.

If the cost approach is not developed proper justification must be given.

**X. Income Approach (if applicable)**

The appraisal report shall fully describe adequate factual data to support each figure and factor used. Arrange in a comprehensive format to show at least:

1. Estimated gross economic, or market, rent or income;
2. Allowance for vacancy and credit losses;
3. An itemized estimate of total expenses;

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4. An itemized estimate of the reserves for replacements, if applicable.

Capitalization of net income shall be at the rate prevailing for this type of property and location. The capitalization method and rate or discount should be explained and **supported** by sources of rates and factors. The preferred source of an applicable capitalization rate or discount rate is from actual capitalization rates or discount rates reflected by comparable sales.

If the income approach is not developed proper justification must be given.

**Y. Sales Comparison Approach (if applicable)**

In selecting the comparable sales used in valuing a given property, it is fundamental that all sales have the same economic Highest and Best Use as the property under appraisal and the greatest weight be given to the properties most comparable to the subject property.

A preferred analysis includes the following:

1. Adequate information concerning each comparable sale used and the comparative analysis to enable the reader of the report to follow the appraiser's logic. Recommended data includes location map, photographs and a copy of tax map or sketch illustrating the shape of each comparable sale, and the verification process used. (Comparable data may be located in the addenda).
2. An adjustment grid with quantitative adjustments. (Quantitative is preferred; if qualitative adjustments are considered, a comprehensive discussion of factors used in development of adjustment grid must be provided.)
3. A detailed discussion of each adjustment and its **market-based support**.

If the sales comparison approach is excluded, proper justification must be given.

**Z. Reconciliation and the Final Value Opinion**

Discuss the relevance, advantages and disadvantages of each approach and the rationale for the exclusion of any approach. The final value conclusion must be stated together with the interest appraised and the effective date of the appraisal.

## **Acquisition Analysis (Easement Value)**

**AA. Recapitulation**

The appraiser shall show the difference between the value of the whole property and the value of the remainder by deducting the property's after value from its before value.

## **Addendum**

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

The contents of the Addendum should include:

1. Engagement Letter
2. Qualifications of the Appraiser
3. Copy of the appraiser's state certification for the state in which the subject property is located.
4. Miscellaneous Documents (As appropriate)
  - a. Supporting data, etc.
  - b. Zoning codes, etc.
  - c. Subject photographs
  - d. Legal descriptions
  - e. Title Reports
  - f. Maps (Aerial, Topography, Location, Soils, Etc.)
  - g. Comparable Sales
  - h. Copy of the recorded deed of the current landowner(s) of record.
  - i. Any other pertinent information

**ATTACHMENT C**  
**ACQUISITION**  
**MINIMUM APPRAISAL STANDARDS UNDER UASFLA**  
**COMPREHENSIVE (Self-contained) REPORT**

The following is intended to assist the appraiser in providing client with an appraisal report which complies with the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) and meets DCNR/Bureau of Recreation & Conservation grant program guidelines. It is important that an appraisal communicate the reasoning, logic and analysis used to formulate an estimate of market value. While the methodology and technique employed in an appraisal are at the discretion of the appraiser, the report must demonstrate to the reader the reasonableness of the values reported. Appraisals must be set forth in a clear and accurate manner, and meet the minimum appraisal standards outlined by UASFLA. The appraiser should certify in writing that each appraisal complies with Uniform Appraisal Standard for Federal Land Acquisition.

**I. MINIMUM APPRAISAL STANDARDS**

1. Conform to the most recently published version of the Interagency Land Acquisition Conference's Uniform Appraisal Standards of Federal Land Acquisitions (UASFLA), Washington DC 2000
2. Be written and contain sufficient information and analysis to support the decision to engage in the transaction.
3. Be based on the following definition of market value:

"The amount in cash, or in terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonable knowledgeable buyer, with neither acting under and compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal."

**REFERENCES:** Uniform Appraisal Standards for Federal Land Acquisition, Section A-9, Page 13

**REQUIRED CONTENT**

UASFLA - Section A. Data Documentation and Appraisal Reporting Standards (Page 7) Parts I – IV & VII  
**Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request**

## Boundary Survey FAQs

### What is a boundary survey?

A boundary survey determines the property lines of a parcel of land described in a deed. It will also indicate the extent of any easements or encroachments and may show the limitations imposed on the property by state or local regulations, right-of-ways, easements, encroachments, etc.

### What does a standard boundary survey entail?

The surveyor thoroughly examines the historical records relating to the land in question and often all lands surrounding it. In addition to the Registry of Deeds this research may include: the Registry of Probate, county commissioners' offices, town offices, historical associations and the Department of Transportation. The surveyor may also talk with prior owners and adjoiningers.

The field work begins after the research and involves establishing a control network of known points called a traverse. The points are used to search for and locate existing monuments and other evidence of the boundaries. Although the field portion of a survey is the most visible phase of surveying, it usually represents only a third of the entire boundary survey.

The results of the field work are compared with the research and the surveyor then reconciles all the information to arrive at a final conclusion about the boundaries. A second field trip is then needed to set the new monuments. Finally, the surveyor will draft a boundary survey plan, prepare a legal description and write a report.

### What are the results of a boundary survey?

Depending on the services agreed on, a boundary survey may produce:

1. Monuments at all property corners (see types of monuments below)
2. A written description of the property
3. A boundary survey plan
4. A report explaining the basis of decisions and judgments made to determine the boundaries.

### How will the boundaries be marked?

This also depends on what the client and the surveyor have agreed to. Monuments may include wooden posts, iron pins or pipes, marked trees or concrete monuments. Additionally, you may want to have the surveyor blaze and/or paint trees along the boundary line.

### Boundary survey plan

The plan provides the client with a permanent record of the survey. If any of the monuments are lost or destroyed, they can be replaced with the information shown on the boundary survey plan. All boundary survey plans must be sealed and signed by the surveyor indicating that the

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survey conforms to State standards and that the surveyor has checked the work and stands ready to defend it.

The boundary survey plan should also be recorded in the Registry of Deeds. This not only preserves the work for future reference, but also puts the public on notice that the area shown has been thoroughly researched and documented. In a sense it provides insurance against most claims or disputes.

If a boundary survey already exists is a new one required?

When an existing survey is available but the grantee is not sure it will meet the Bureau guidelines, it can be forwarded to the Bureau for a review and determination.

If the seller is required to do a subdivision in order to separate and sell off a portion of land from the parent tract is a boundary survey required?

When the seller is required to do a subdivision plan then a copy of the final subdivision plan is needed. This fulfills the seller's obligation needed to get approval for the subdivision as the new tract will need its own metes and bounds, etc. as part of the legal mechanism put in place by municipalities when landowners want to create new parcels of land. A copy of the final subdivision will be accepted as the boundary survey.

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**From:** Gilchrist, Andrew [REDACTED]  
**Sent:** Thur 1/5/2017 2:05:15 PM (UTC-05:00)  
**To:** Rebert, Ashley [REDACTED] Dave Johnson - BCPC  
[REDACTED] David Steckel  
[REDACTED] Dr. Dave Robertson  
[REDACTED] Erik Hetzel [REDACTED]  
Kerr, Heather [REDACTED] Jack Stefferud  
[REDACTED] Lynch,  
Jean [REDACTED]  
Jim Engle [REDACTED] John [REDACTED] Kelly  
Germann [REDACTED]  
[REDACTED]  
Kelsey Boyd [REDACTED] Kim Gordon [REDACTED] Kris  
Kern [REDACTED] Larry LLOYD  
[REDACTED] Laura Baird  
[REDACTED] Possinger,  
Lorne [REDACTED] McCormick, Erin [REDACTED] Pam  
Brown [REDACTED] Phillips, Blaine  
[REDACTED] Pierce,  
Daniel [REDACTED]  
[REDACTED] Teddy  
Price [REDACTED] Thomas, Judy. [REDACTED]  
**Cc:** Ellen Ferretti [REDACTED]  
**Subject:** RE: SE PA Land Protection Partners meeting Hold the Date Jan 19th 1 pm

Hey Folks

Hope everybody had a good holiday.

I have not received much feed back on agenda items for this meeting. While many of you have expressed interest in meeting on a semi regular basis I do not want to have a meeting without a robust agenda. Please let me know if you have any agenda items. Remember we are focusing on issues for the land protection staffers.

Agenda items so far...

- DCNR update - overview of 2016 and what's new for 2017
- County Updates – Bucks, Chester, Montgomery, Delaware
- Partner's Round Robin – Update from partners

Please get back to me ASAP

Drew

**Andrew (Drew) Gilchrist** | Regional Advisor  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation, Southeast Regional Office  
801 Market St, Suite 6020 | Philadelphia, PA 19107  
Phone: [REDACTED] Fax: [REDACTED]  
email: [REDACTED]  
<http://www.dcnr.state.pa.us/brc> | [www.ExplorePATrails.com](http://www.ExplorePATrails.com)

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**From:** Gilchrist, Andrew

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request



Sent: Thursday, December 08, 2016 3:31 PM

To: Ashley Rebert ([REDACTED]) <[REDACTED]> Dave Johnson - BCPC  
[REDACTED] <[REDACTED]> David Steckel  
[REDACTED] <[REDACTED]> Dr. Dave Robertson ([REDACTED])  
[REDACTED] <[REDACTED]> Erik Hetzel <[REDACTED]> Jack Stefferud  
[REDACTED] <[REDACTED]> John <[REDACTED]> Kelly Germann  
Jim Engle <[REDACTED]> Kelsey Boyd  
[REDACTED] <[REDACTED]> Kim Gordon <[REDACTED]> Kris Kern  
[REDACTED] <[REDACTED]> Larry Lloyd ([REDACTED])  
[REDACTED] <[REDACTED]> Laura Baird ([REDACTED])  
[REDACTED] <[REDACTED]> Lorne Possinger ([REDACTED])  
McCormick, Erin <[REDACTED]> Pam Brown <[REDACTED]>  
Phillips, Blaine ([REDACTED]) <[REDACTED]> Pierce, Daniel  
[REDACTED] <[REDACTED]> Teddy Price <[REDACTED]> 'Thomas,  
Judy.' <[REDACTED]>

**Subject:** SE PA Land Protection Partners meeting Hold the Date Jan 19th 1 pm

My Fellow SE PA Land Protection Partners:

Last August many of us got together to review the new DCNR application questions. It was my hope that you found it valuable. We also discussed meeting on a semi regular basis and picked Jan 19<sup>th</sup> 2017 as the next date. I have also expanded the list of invitees to cover those not on the original invite list (applicants to the last DCNR grant round), some county open space planners and staff from the DCNR Bureau of Forestry. It is my hope they will consider joining us as we discuss topics of mutual interest.

The January 19<sup>th</sup> meeting will be held at Natural Lands Trust HQ at 1031 Palmers Mill Road, Media, PA from 1-3 pm. I do not have an agenda and am hoping that you will help me generate appropriate topics. I would also appreciate a RSVP to let me know if you plan to attend. I would also ask you to look at the invite list and let me know if I made any admissions. Is there any other trust or conservancy in the area that is not included? Send me those agenda ideas. So hold the date. I will be back in touch after the first of the year. I look forward to seeing you then. Happy Holidays.

I am also pleased to announce that the 2016 DCNR C2P2 grant announcement will be made on Wednesday December 15.

**Andrew (Drew) Gilchrist** | Regional Advisor  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation, Southeast Regional Office  
801 Market St, Suite 6020 | Philadelphia, PA 19107  
Phone: [REDACTED] Fax: [REDACTED]  
email: [REDACTED]  
<http://www.dcnr.state.pa.us/brc> | [www.ExplorePATrails.com](http://www.ExplorePATrails.com)

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

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**From:** Phillips, Blaine [REDACTED]  
**Sent:** Wed 1/11/2017 1:13:04 PM (UTC-05:00)  
**To:** Gilchrist, Andrew [REDACTED]  
**Cc:** Rebert, Ashley [REDACTED]  
**Subject:** Re: Strawbridge Acquisition - DCNR Grant

Understood. I also don't want my question to over complicate things. Our standard procedure would be to have an option in the agreement to terminate all leases on the property before closing. Obviously, we don't have to exercise that option and the leases can be renewed (which I think is how we handled Strawbridge I). The only difference here is that the lease language would apply to all leases/the entire property at the end the third and final phase (rather than try to break up the leases for each phase which is very awkward given the parcel configurations). Anyway, this approach seems to make the most sense and is a strong preference of seller (so he doesn't have to piece meal lease terminations etc.). Hope that all makes sense and is helpful!

Sent from my iPhone

On Jan 11, 2017, at 1:03 PM, Gilchrist, Andrew <[REDACTED]> wrote:

Had a short discussion with Ashley about this and we decided we should discuss with State Parks, as we cannot speak for them on future management issues. I also understand you are under a time constraint.

Thanks

Drew

**Andrew (Drew) Gilchrist** | Regional Advisor  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation, Southeast Regional Office  
801 Market St, Suite 6020 | Philadelphia, PA 19107  
Phone: [REDACTED] Fax: [REDACTED]  
email: [REDACTED]  
<http://www.dcnr.state.pa.us/brc> | [www.ExplorePATrails.com](http://www.ExplorePATrails.com)

---

**From:** Phillips, Blaine [[mailto:\[REDACTED\]](mailto:[REDACTED])]  
**Sent:** Wednesday, January 11, 2017 12:55 PM  
**To:** Gilchrist, Andrew <[REDACTED]>  
**Subject:** Fwd: Strawbridge Acquisition - DCNR Grant

Hi Drew -- I am forwarding you an email exchange I had with Ashley Rebert today about Strawbridge. We are ready to execute the agreement which as you know will be phased over the next three years. The agreement stipulates that all ag leases will remain in effect until the closing of the third phase. At that time we will have the option (and seek your guidance) on whether the leases should be terminated or extended. Just wanted to make sure DCNR was ok with that.

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

Thanks and hope all is well with you.

Sent from my iPhone  
Begin forwarded message:

**From:** "Phillips, Blaine" <[REDACTED]>  
**Date:** January 11, 2017 at 12:48:00 PM EST  
**To:** "Rebert, Ashley" <[REDACTED]>  
**Subject:** Re: Strawbridge Acquisition - DCNR Grant

Thanks for the response and I'm fine proceeding that way. It is really the only way to handle leases on a phased transaction but just wanted to clarify. We of course will retain our right to terminate or extend the leases at the end of the third year (final phase of the transaction). I will forward to Drew as well.

Sent from my iPhone  
On Jan 11, 2017, at 11:50 AM, Rebert, Ashley <[REDACTED]> wrote:

Blaine,

Thank you for getting back to me so quickly. Regarding your question, from a DCNR *grant* standpoint that all sounds fine. I'm not sure however if State Parks would care to comment at this point. I would imagine that before transfer of the property a discussion would need to take place regarding any open leases; but I'm sure you have that built into the equation. If you need me to run your question up the chain I'm happy to do so.

Ashley

**Ashley D. Rebert** | Chief, Land Conservation &  
Stewardship Section  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation  
Community Parks and Conservation Division  
5<sup>th</sup> Floor, 400 Market St | Harrisburg, PA 17101-2301  
Phone: [REDACTED] | Fax: [REDACTED]  
<http://www.dcnr.state.pa.us/brc/>

---

**From:** Phillips, Blaine  
[mailto:[REDACTED]]  
**Sent:** Wednesday, January 11, 2017 11:13 AM  
**To:** Rebert, Ashley <[REDACTED]>  
**Subject:** Re: Strawbridge Acquisition - DCNR Grant

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

Thank you Ashley -- that all looks and sounds fine to me.

On a related note, we are executing our purchase agreement with Mr. Strawbridge this week and, as you know, it calls for a phased transaction over the next three years. One of the stipulations is that the ag leases will remain in effect until the end of the three year period (and not be terminated during earlier phases 1-2). We will retain the option of terminating them (or keeping them) at the end of phase three. Is that acceptable to the State? Not sure if you are the right person to ask this question, but since I saw your email I thought I would take the opportunity.

Thank you for your help on this project. I look forward to working with you and pulling it all together.

Sent from my iPad

On Jan 11, 2017, at 11:06 AM, "Rebert, Ashley"

<[REDACTED]> wrote:

Good Morning Blaine,

I'm working through my list of pre-contracting notifications to grant recipients and need to verify a few items with you prior to the grant contract being executed for the Strawbridge Acquisition. Please review the following and let me know if any changes are required.

- Local Project Coordinator: You
- Contract Begin Date: 1/1/2017 (I didn't see a waiver request, please let me know if this date is ok)
- Project Scope: *Payment toward the acquisition of approximately 982.6 acres along Springlawn Road in Elk, Franklin and New London townships, Chester County for an addition to the White Clay Creek Preserve and open space protection.*

Next Step: you will receive an electronic copy of the fully executed grant agreement via email. You should receive this by the end of February. I will be compiling an initial project letter to you by the end of the month or early February with grant project information. Should you have any questions in the meantime please feel free to

give me a call or send an email.

Thank you and I look forward to working with you on this exciting project.

Ashley

**Ashley D. Rebert** | Chief, Land Conservation  
& Stewardship Section  
Department of Conservation and Natural  
Resources  
Bureau of Recreation and Conservation  
Community Parks and Conservation Division  
5<sup>th</sup> Floor, 400 Market St | Harrisburg, PA  
17101-2301  
Phone: [REDACTED] | Fax: [REDACTED]  
<http://www.dcnr.state.pa.us/brc/>

---

**From:** Gilchrist, Andrew [REDACTED]  
**Sent:** Wed 1/18/2017 11:10:25 AM (UTC-05:00)  
**To:** Rebert, Ashley [REDACTED] Dave Johnson - BCPC  
[REDACTED] David  
Shields [REDACTED] David Steckel [REDACTED]  
[REDACTED] Dr. Dave Robertson  
[REDACTED] Ellen  
Ferretti [REDACTED] Erik Hetzel [REDACTED] Kerr,  
Heather [REDACTED] Jack Stefferud [REDACTED]  
[REDACTED] Lynch,  
Jean [REDACTED]  
Jim Engle [REDACTED] John [REDACTED] Kelly  
Germann [REDACTED]  
[REDACTED]  
Kelsey Boyd [REDACTED] Kim Gordon [REDACTED] Kris  
Kern [REDACTED] Larry Lloyd [REDACTED]  
[REDACTED] Laura Baird  
[REDACTED] Possinger,  
Lorne [REDACTED] McCormick, Erin [REDACTED] Pam  
Brown [REDACTED] Phillips, Blaine [REDACTED]  
[REDACTED] Pierce,  
Daniel [REDACTED]  
[REDACTED] Rea  
Monahan [REDACTED]  
[REDACTED] 'Thomas,  
Judy.' [REDACTED]  
**Subject:** RE: January 19th meeting reminder for Show and Tell

Looking forward to seeing everybody tomorrow for the land protection partners meeting.  
Please be reminded that we are having Show and Tell for how your organization tracks the progress  
of land protection progress. Consider bringing a print out of the steps you track.  
Drew

**Andrew (Drew) Gilchrist** | Regional Advisor  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation, Southeast Regional Office  
801 Market St, Suite 6020 | Philadelphia, PA 19107  
Phone: [REDACTED] Fax: [REDACTED]  
email: [REDACTED]  
<http://www.dcnr.state.pa.us/brc> | [www.ExplorePATrails.com](http://www.ExplorePATrails.com)

---

**From:** Gilchrist, Andrew  
**Sent:** Wednesday, January 11, 2017 1:45 PM  
**To:** Ashley Rebert [REDACTED] <[REDACTED]> Dave Johnson - BCPC  
[REDACTED] <[REDACTED]> David Shields  
<[REDACTED]> David Steckel [REDACTED] <[REDACTED]> Dr.  
Dave Robertson [REDACTED] <[REDACTED]> Ellen Ferretti  
<[REDACTED]> Erik Hetzel <[REDACTED]> Jack Stefferud  
[REDACTED] <[REDACTED]> [REDACTED]  
Jim Engle <[REDACTED]> John <[REDACTED]> Kelly Germann  
[REDACTED] <[REDACTED]> Kelsey Boyd

Rec'd by Rep. John Lawrence in response to March 4, 2020 BCNR Right To Know Request

< [REDACTED] Kim Gordon < [REDACTED] Kris Kern  
< [REDACTED] Larry Lloyd (< [REDACTED]  
< [REDACTED] Laura Baird (< [REDACTED]  
< [REDACTED] Lorne Possinger (< [REDACTED]  
McCormick, Erin < [REDACTED] Pam Brown < [REDACTED]  
Phillips, Blaine (< [REDACTED] Pierce, Daniel  
< [REDACTED] Rea Monahan < [REDACTED]  
< [REDACTED] 'Thomas, Judy.' < [REDACTED]  
**Cc:** Dunlap, Cynthia < [REDACTED]  
**Subject:** January 19th meeting

Hello Campers  
I wish you all a happy and productive New Year.

The next meeting of the SE PA Conservation Partners will be January 19<sup>th</sup> at 1 pm at Natural Lands Trust HQ at 1031 Palmers Mill Road, Media PA in their lower level conference room. With your input, we now has a robust agenda listed below. Please let me know if you have any questions. One of our agenda items is a bit of a show and tell. If you are willing to share, could you show and explain your method of tracking the progress of a land protection project from initial discussions to closing and beyond. Perhaps bring a print out as an example.

#### Draft agenda

1. Welcome and Introductions
2. DCNR Update
  - a. Appraisal – New technical review requirements – Rebert
    - i. Partners list of appraisers
      1. Standard appraisal
      2. Technical Reviewers
      3. Yellow Book (federal)
  - b. Funding of Fee simple acquisitions verses conservation easements (36:3) - Gilchrist
  - c. Permitted forestry activities within the Highest Protection Area - Rebert
  - d. Conservation Easements and Transfer of Development Rights - Gilchrist
  - e. Riparian Buffer Grant announcement? - Gilchrist
3. Show and Tell - Project Tracking – how do partners keep track of progress with projects? – Partners
4. County Updates – Bucks, Chester, Montgomery, Delaware - Partners
5. Partner's Round Robin – Organizational updates - Partners
6. Next meeting – six months July 13<sup>th</sup>, 2017. Host volunteer?

See you then.  
Drew

**Andrew (Drew) Gilchrist** | Regional Advisor  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation, Southeast Regional Office  
801 Market St, Suite 6020 | Philadelphia, PA 19107  
Phone: [REDACTED] Fax: [REDACTED]  
email: [REDACTED]





---

**From:** Rebert, Ashley [/O=CWOPA/OU=HARRISBURG/CN=RECIPIENTS/CN=AREBERT]  
**Sent:** Wed 1/18/2017 2:51:17 PM (UTC-05:00)  
**To:** Phillips, Blaine [REDACTED] Gilchrist, Andrew [REDACTED]  
**Subject:** RE: Strawbridge Acquisition - DCNR Grant

Hi Blaine,

I would say we are in the clear. I only heard back from John Norbeck and he said that DCNR is supportive of the project and looking forward to the future management of the property. No issues with the ag leases.

Thanks for following up on this.

Ashley

**Ashley D. Rebert** | Chief, Land Conservation & Stewardship Section  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation  
Community Parks and Conservation Division  
5<sup>th</sup> Floor, 400 Market St | Harrisburg, PA 17101-2301  
Phone: [REDACTED] | Fax: [REDACTED]  
<http://www.dcnr.state.pa.us/brc/>

---

**From:** Phillips, Blaine [mailto:[REDACTED]]  
**Sent:** Wednesday, January 18, 2017 1:54 PM  
**To:** Gilchrist, Andrew <[REDACTED]>  
**Cc:** Rebert, Ashley <[REDACTED]>  
**Subject:** Re: Strawbridge Acquisition - DCNR Grant

Hi Ashley and Drew -- just checking to see if we have clearance on this issue yet -- or if you need any more information from us. Thank you for all your help.

Sent from my iPhone

On Jan 11, 2017, at 1:03 PM, Gilchrist, Andrew <[REDACTED]> wrote:

Had a short discussion with Ashley about this and we decided we should discuss with State Parks, as we cannot speak for them on future management issues. I also understand you are under a time constraint.

Thanks

Drew

**Andrew (Drew) Gilchrist** | Regional Advisor  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation, Southeast Regional Office  
801 Market St, Suite 6020 | Philadelphia, PA 19107

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

Phone: [REDACTED] Fax: [REDACTED]  
email: [REDACTED]  
<http://www.dcnr.state.pa.us/brc> | [www.ExplorePAtrails.com](http://www.ExplorePAtrails.com)

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**From:** Phillips, Blaine [mailto:[REDACTED]]  
**Sent:** Wednesday, January 11, 2017 12:55 PM  
**To:** Gilchrist, Andrew <[REDACTED]>  
**Subject:** Fwd: Strawbridge Acquisition - DCNR Grant

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Begin forwarded message:

**From:** "Phillips, Blaine" <[REDACTED]>  
**Date:** January 11, 2017 at 12:48:00 PM EST  
**To:** "Rebert, Ashley" <[REDACTED]>  
**Subject:** Re: Strawbridge Acquisition - DCNR Grant

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Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

**Ashley D. Rebert** | Chief, Land Conservation & Stewardship Section  
Department of Conservation and Natural Resources  
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Community Parks and Conservation Division  
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Phone: [REDACTED] | Fax: [REDACTED]  
<http://www.dcnr.state.pa.us/brc/>

---

**From:** Phillips, Blaine  
[\[mailto:\[REDACTED\]\]](mailto:[REDACTED])  
**Sent:** Wednesday, January 11, 2017 11:13 AM  
**To:** Rebert, Ashley <[REDACTED]>  
**Subject:** Re: Strawbridge Acquisition - DCNR Grant

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On a related note, we are executing our purchase agreement with Mr. Strawbridge this week and, as you know, it calls for a phased transaction over the next three years. One of the stipulations is that the ag leases will remain in effect until the end of the three year period (and not be terminated during earlier phases 1-2). We will retain the option of terminating them (or keeping them) at the end of phase three. Is that acceptable to the State? Not sure if you are the right person to ask this question, but since I saw your email I thought I would take the opportunity.

Thank you for your help on this project. I look forward to working with you and pulling it all together.

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Ashley

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& Stewardship Section  
Department of Conservation and Natural  
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Bureau of Recreation and Conservation  
Community Parks and Conservation Division  
5<sup>th</sup> Floor, 400 Market St | Harrisburg, PA  
17101-2301  
Phone: [REDACTED] | Fax: [REDACTED]  
<http://www.dcnr.state.pa.us/brc/>

---

**From:** Phillips, Blaine [REDACTED]  
**Sent:** Wed 5/17/2017 1:04:39 PM (UTC-04:00)  
**To:** Gilchrist, Andrew [REDACTED]  
**Cc:** Rebert, Ashley [REDACTED]  
**Subject:** RE: Strawbridge Match  
**Attachment:** Mt Cuba Center letter September 2016.pdf

Hi Drew – Attached is the letter from Mt. Cuba Center indicating their commitment of \$6.5m over a three year period (starting this year). As you know Chester County has committed \$5m over the same period. Does that clarify/help?

---

**From:** Gilchrist, Andrew [mailto:[REDACTED]]  
**Sent:** Wednesday, May 17, 2017 9:19 AM  
**To:** Phillips, Blaine <[REDACTED]>  
**Cc:** Rebert, Ashley <[REDACTED]>  
**Subject:** Strawbridge Match

Blaine:

Reviewing the grant app for Strawbridge.

\$5.3 mil is listed from private foundation as pending as well as \$1 mil from DCNR (I think this money is secure) and \$1 mil from landowner. I thought Mt Cuba money was secure. Their support letter does not specify their level of support. Can you help me understand?

Drew

**Andrew (Drew) Gilchrist** | Regional Advisor  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation, Southeast Regional Office  
801 Market St, Suite 6020 | Philadelphia, PA 19107  
Phone: [REDACTED] Fax: [REDACTED]  
email: [REDACTED]  
<http://www.dcnr.state.pa.us/brc> | [www.ExplorePATrails.com](http://www.ExplorePATrails.com)

September 21, 2016

Mr. Blaine Phillips, Jr.  
Senior Vice President  
The Conservation Fund  
5807 Kennett Pike  
Centreville, DE 19807

Dear Blaine,

I am pleased to inform you that the Board of Managers of Mt. Cuba Center, Inc. has unanimously approved a grant to The Conservation Fund in the amount of \$6,500,000.00 to be payable over a three year period beginning in 2017. These funds are to be used to fund the purchase of the George Strawbridge II property and are contingent upon The Conservation Fund's ability to secure the balance of the purchase price from other grantors.

The Board is happy to be able to provide this support for such a worthy cause and passes along its best wishes for continued success in your conservation efforts.

Sincerely,



Ann C. Rose  
President

---

**From:** Gilchrist, Andrew [REDACTED]  
**Sent:** Thur 5/25/2017 4:35:46 PM (UTC-04:00)  
**To:** Rebert, Ashley [REDACTED] Carol De Wolf  
[REDACTED] Dave Johnson - BCPC  
[REDACTED] David  
Shields [REDACTED] David Steckel  
[REDACTED] Dr. Dave Robertson  
[REDACTED] Ellen  
Ferretti [REDACTED] Erik Hetzel [REDACTED] Kerr,  
Heather [REDACTED] Jack Stefferud  
[REDACTED] Lynch,  
Jean [REDACTED]  
Jim Engle [REDACTED] John [REDACTED] John  
Goodall [REDACTED] Hartlieb, Richard J [REDACTED] Kelly  
Germann  
[REDACTED]  
Kelsey Boyd [REDACTED] Kim Gordon [REDACTED] Kris  
Kern [REDACTED] Larry LLOYD  
[REDACTED] Laura Baird  
[REDACTED] Possinger,  
Lorne [REDACTED] McCormick, Erin [REDACTED] Pam  
Brown [REDACTED] Patrick  
Gardner [REDACTED] Phillips, Blaine  
[REDACTED] Pierce,  
Daniel [REDACTED]  
[REDACTED] Ryan  
Walker [REDACTED]  
[REDACTED] 'Thomas,  
Judy.' [REDACTED] Hoover, Shane (DCNR) [REDACTED] Kerr,  
Heather [REDACTED]  
**Cc:** Dunlap, Cynthia [REDACTED]  
**Subject:** Save the Date - SE PA Land Protection Partners meeting July 13th

Dear Partners:

Please mark your calendars for the next meeting of the SE PA Land Protection Partners

When: July 13<sup>th</sup> 1 pm

Where: Brandywine Conservancy HQ in beautiful Chester County

1 Hoffman's Mill Road

Chadds Ford, PA 19317

Optional: Bring your lunch at noon and receive a tour of the garden and grounds of the Conservancy Property by our hosts.

I will send out a call for agenda items in mid-June. In the meantime, please be thinking about potential agenda items.

A potential topic of discussion was previously floated on the use of technology to assist our efforts.

**Andrew (Drew) Gilchrist** | Regional Advisor  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation, Southeast Regional Office

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

801 Market St, Suite 6020 | Philadelphia, PA 19107

Phone: [REDACTED] Fax: [REDACTED]

email: [REDACTED]

<http://www.dcnr.state.pa.us/brc> | [www.ExplorePAtrails.com](http://www.ExplorePAtrails.com)



---

**From:** Gilchrist, Andrew [REDACTED]  
**Sent:** Mon 6/12/2017 4:48:38 PM (UTC-04:00)  
**To:** Rebert, Ashley [REDACTED] Beckley,  
Steven [REDACTED] Carol De Wolf  
[REDACTED] Dave Johnson - BCPC  
[REDACTED] David  
Shields [REDACTED] David Steckel  
[REDACTED] Dr. Dave Robertson  
[REDACTED] Ellen  
Ferretti [REDACTED] Erik Hetzel [REDACTED] Kerr,  
Heather [REDACTED] Jack Stefferud  
[REDACTED] Lynch,  
Jean [REDACTED]  
Jim Engle [REDACTED] John [REDACTED] John  
Goodall [REDACTED] Kelly Germann  
[REDACTED]  
Kelsey Boyd [REDACTED] Kim Gordon [REDACTED] Kris  
Kern [REDACTED] Larry LLOYD  
[REDACTED] Laura Baird  
[REDACTED] Possinger,  
Lorne [REDACTED] McCormick, Erin [REDACTED] Pam  
Brown [REDACTED] Patrick  
Gardner [REDACTED] Phillips, Blaine  
[REDACTED]  
Daniel [REDACTED] Pierce,  
[REDACTED]  
Walker [REDACTED] Ryan  
[REDACTED]  
Judy. [REDACTED] 'Thomas,  
[REDACTED] Tom Witmer  
[REDACTED]  
**Subject:** Call for Agenda items. - SE PA Land Protection Partners meeting July 13th

Dear Partners:

Please send me any agenda items you wish to discuss for our July 13<sup>th</sup> meeting. Our topic for the meeting is how we use technology to do our job better. Brandywine has offered to show us how they are using ARCGIS to communicate with partners and the public. I am hoping another partner will be willing to share their knowledge on this topic with others. Please let me know by July 7<sup>th</sup>.

When: July 13<sup>th</sup> 1 -3 pm

Where: Brandywine Conservancy HQ in beautiful Chester County  
1 Hoffman's Mill Road  
Chadds Ford, PA 19317

Draft Agenda

12 pm Lunch and Optional Tour of the Brandywine Conservancy Garden

1 – 3 pm

1. Welcome and Introductions – DCNR and host Brandywine Conservancy
2. Show and Tell -Use of Technology to Do Our Jobs Better
  - a. Brandywine Conservancy - Using ArcGIS Online tools to share information
  - b. Others?

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

3. DCNR Update – DCNR
4. County Updates – Bucks, Chester, Montgomery, Delaware Philadelphia
5. Partner's Round Robin – Organizational updates - Partners
6. Next meeting – six months January 18<sup>th</sup> 2018. Host volunteer?

**Andrew (Drew) Gilchrist** | Regional Advisor  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation, Southeast Regional Office  
801 Market St, Suite 6020 | Philadelphia, PA 19107

Phone: [REDACTED] Fax: [REDACTED]  
email: [REDACTED]  
<http://www.dcnr.state.pa.us/brc> | [www.ExplorePATrails.com](http://www.ExplorePATrails.com)

Dear Partners:

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Optional: Bring your lunch at noon and receive a tour of the garden and grounds of the Conservancy Property by our hosts.

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Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation, Southeast Regional Office  
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Phone: [REDACTED] Fax: [REDACTED]  
email: [REDACTED]  
<http://www.dcnr.state.pa.us/brc> | [www.ExplorePATrails.com](http://www.ExplorePATrails.com)

---

**From:** Phillips, Blaine [REDACTED]  
**Sent:** Tue 8/15/2017 10:40:36 AM (UTC-04:00)  
**To:** NR, BRC Payments [REDACTED]  
**Cc:** Rebert, Ashley [REDACTED]  
**Subject:** Strawbridge II Request for Partial Payment  
**Attachment:** Strawbridge II Partial Payment Form August 2017.pdf

Dear Fiscal Unit – Please find attached a Partial Payment form for the Strawbridge II project located in Chester County, PA (BRC-LTA-22-43). Please do not hesitate to contact me if you have any questions or need additional information. Thank you for your help on this project.

Blaine T. Phillips, Jr.  
Senior Vice President, Mid-Atlantic Regional Director  
The Conservation Fund  
5807 Kennett Pike  
Centreville, DE 19807  
(p) (302) [REDACTED]  
(f) (302) [REDACTED]  
[REDACTED]

**PARTIAL PAYMENT REQUEST**

**INSTRUCTIONS**

- Partial payments will be authorized only after the grantee has received the Bureau's approval and/or written approval of specific eligible costs of contracts and any related contingencies. The grantee must request partial payments in writing and such requests should be based upon the estimate of funds required to meet current needs.  
**\*\*If requesting ACH, banking information must be provided and must currently be on file with the Commonwealth SAP System. A "Check" will be issued for all payments that do not meet ACH qualifications.\*\***
- Complete Section I - Grantee and Project Identification
- Complete Section II - Partial Payment Request. Please sign and date this form and indicate the amount of grant funds requested.
- Submit the completed and signed form to the Bureau's central office at the following address or email:  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation - Fiscal Unit  
PO Box 8475 400 Market Street RCSOB 5<sup>th</sup> Floor  
Harrisburg, PA 17105-8475 [RA-NR\\_BRCPAYMENTS@pa.gov](mailto:RA-NR_BRCPAYMENTS@pa.gov)
- Keep a copy of the submission for your files.  
**\*\*Partial payments may be authorized by the Department (on a disbursement drawdown basis) up to 90% of the grant funds or approved costs (whichever is less), dependent upon your project completion schedule.\*\***

**SECTION I - GRANTEE AND PROJECT IDENTIFICATION**

Payee/Grantee: <u>The Conservation Fund</u>	Employer Identification Number: <u>521388917</u>
County: <u>CHESTER</u>	DCNR Project Number (Invoice): <u>BRC-LTA-22-43 -P</u>
Address: <u>5807 Kennett Pike</u> <u>Centreville, DE 19807</u>	Project Title: <u>STRAWBRIDGE II</u>
	Agreement Expiration: <u>12/31/2020</u>
Please select one: Check: <input checked="" type="checkbox"/> ACH: <input type="checkbox"/>	
Bank Information required for ACH processing: Routing Number: _____ Account Number: _____	

**SECTION II - PARTIAL PAYMENT REQUEST**

I hereby request a partial payment in the amount of \$400,000.<sup>00</sup> and certify to the best of my knowledge that the information provided on this form is true and correct and that:

- This request is based on an estimate of funds required to meet current needs in accordance with the Grant Agreement.
- All documentation related to the approved project costs and this payment request, will be kept on file for future auditing purposes.

Signature of Local Project Coordinator: <u>Raine T. Miley</u>	Title: <u>Mid-Atlantic Regional Director</u>	Date: <u>Aug. 14, 2017</u>
--	--	----------------------------

**BUREAU OF RECREATION & CONSERVATION - PROJECT MANAGEMENT USE ONLY**

Signature of Project Manager:	Date:
-------------------------------	-------

**BRC - FISCAL UNIT USE ONLY**

ME #:	GR #:	Payee/Vendor #:			
Funding: <input type="checkbox"/> Keystone <input type="checkbox"/> ESF <input type="checkbox"/> GG Bond Fund <input type="checkbox"/> Heritage & OP <input type="checkbox"/> Snow/ATV <input type="checkbox"/> PRT					
SAP Fund	Cost Center	G/L Account	Internal Order	Budget Period	Amount
					\$
					\$
					\$
Bureau of Recreation & Conservation Approved:			Agreement Grant Amount		\$
Comptroller Issues Contact: <u>NR, BRC Payments</u> <u>717-783-2656</u>			Less Advance Payment		-\$
DCNR/BRC - Authorized Approver's Signature & Date			Less Previous Partial Payment		-\$
			Eligible Payment		\$
Entry Doc # _____	Date _____	Balance for Future Reimbursement		\$	
Clearing Doc # _____	Date _____				

---

**From:** Broucek, Audrey [REDACTED]  
**Sent:** Thur 9/28/2017 8:36:05 AM (UTC-04:00)  
**To:** O'Day, Jodi [REDACTED]  
**Cc:** Phillips, Blaine [REDACTED] Matthews, Amelia [REDACTED] Redding, Mike [REDACTED] Rebert, Ashley [REDACTED]  
**Subject:** RE: Strawbridge II

Hi Jodi,

I did hear from Mike Redding and Parks is good with the current Chester County Declaration of Covenants. If there are any additions or edits, please let us know.

Thanks!

Audrey J. Broucek  
Assistant Counsel for Conservation and Natural Resources  
Governor's Office of General Counsel  
400 Market St., Rachel Carson Bldg, 7th Floor  
P.O. Box 8767, Harrisburg, PA 17105  
Phone: [REDACTED]  
Fax: [REDACTED]  
[www.dcnr.pa.gov](http://www.dcnr.pa.gov)  
[www.ogc.pa.gov](http://www.ogc.pa.gov)

**PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION  
ATTORNEY WORK PRODUCT**

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---

**From:** O'Day, Jodi [mailto:[REDACTED]]  
**Sent:** Thursday, September 21, 2017 1:11 PM  
**To:** Broucek, Audrey <[REDACTED]>  
**Subject:** RE: Strawbridge II

Good News

Thank you,

Jodi

---

**From:** Broucek, Audrey [[mailto:](#) [REDACTED]]  
**Sent:** Thursday, September 21, 2017 11:52 AM  
**To:** O'Day, Jodi <[REDACTED]>  
**Subject:** RE: Strawbridge II

Thanks very much! I already spoke with Mike and he said that he is familiar with the Chester County covenants, so hopefully getting our comments together won't take too long.

---

**From:** O'Day, Jodi [[mailto:](#) [REDACTED]]  
**Sent:** Thursday, September 21, 2017 11:37 AM  
**To:** Broucek, Audrey <[REDACTED]>  
**Subject:** RE: Strawbridge II

Hope you are off on a great vacation!

If you can send me comments on the Declaration before you leave that would be great.

Thank you,

Jodi

---

**From:** Broucek, Audrey [[mailto:](#) [REDACTED]]  
**Sent:** Thursday, September 21, 2017 11:32 AM  
**To:** O'Day, Jodi <[REDACTED]>  
**Cc:** Phillips, Blaine <[REDACTED]> Matthews, Amelia  
<[REDACTED]>  
**Subject:** RE: Strawbridge II

Thanks for the heads up Jodi. I will pass it along to the Bureaus for their review and we will be in touch. On that note, I will be out of the country from 9/28-10/9, so perhaps we can have comments to you before I leave next Thursday? Either way, I will keep you posted.

And that sounds great, with regards to the surveys. I know the Bureaus are looking forward to receiving them! Talk with you soon.

Audrey J. Broucek  
Assistant Counsel for Conservation and Natural Resources  
Governor's Office of General Counsel  
400 Market St., Rachel Carson Bldg, 7th Floor  
P.O. Box 8767, Harrisburg, PA 17105  
Phone: [REDACTED]  
Fax: [REDACTED]  
[www.dcnr.pa.gov](http://www.dcnr.pa.gov)  
[www.ogc.pa.gov](http://www.ogc.pa.gov)

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION  
ATTORNEY WORK PRODUCT

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request



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---

**From:** O'Day, Jodi [mailto: [REDACTED]]  
**Sent:** Thursday, September 21, 2017 11:25 AM  
**To:** Broucek, Audrey < [REDACTED]>  
**Cc:** Phillips, Blaine < [REDACTED]> Matthews, Amelia  
< [REDACTED]>  
**Subject:** Strawbridge II

Audrey,

The Conservation Fund is getting a grant from Chester County Government to partially fund acquisition costs for the Strawbridge II property. The County also provided grant dollars for the Strawbridge Phase I project, which closed in 2009 and is now owned by PA-DCNR.

One of the County's grant requirements is that property funded with County grant dollars be protected with a Declaration of the Covenants.

Attached is a copy of the recorded Declaration of Covenants that the parties used to satisfy this County grant requirement in the 2009 - Strawbridge I transaction. DCNR played an active role in finalizing the terms of this Declaration of Covenants.

The County has suggested that we use the 2009 Declaration as a template for the Declaration to be drafted for the current project. Please review the 2009 Declaration with your clients and let me know if DCNR has comments that you want incorporated into Declaration to be drafted for the current Strawbridge Project.

I am asking Blaine to clarify whether the County is going to prepare a first draft of the Declaration for this transaction or have TCF do so. In either event, **the County needs a final Declaration approved by the County, TCF and DCNR by the middle of October**, so it would be helpful to have any comments DCNR desires by the beginning of October.

Appreciate your help with this matter.

On another note – we hope to have a revised survey for the Strawbridge II project by early next week, which will address the comments provided by DCNR on the first draft of the Phase I property survey and will also include surveys for the Phase 2 and Phase 3 property, completed consistent with DCNR's previously provided comments.

Thanks

Jodi

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

**Jodi R. O'Day**

Vice President and Deputy General Counsel

**The Conservation Fund, Maryland Office**

410 Severn Ave, Suite 204

Annapolis, Maryland 21403

Office Number: (443) [REDACTED]

[www.conservationfund.org](http://www.conservationfund.org)

***Making Conservation Work For America***



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**From:** Gilchrist, Andrew [REDACTED]  
**Sent:** Fri 9/29/2017 3:57:29 PM (UTC-04:00)  
**To:** Rebert, Ashley [REDACTED] Beckley,  
Steven [REDACTED] Carol De Wolf  
[REDACTED] Dave Johnson - BCPC  
[REDACTED] David  
Shields [REDACTED] David Steckel  
[REDACTED] Dr. Dave Robertson  
[REDACTED] Ellen  
Ferretti [REDACTED] Erik Hetzel [REDACTED] Kerr,  
Heather [REDACTED] Jack Stefferud  
[REDACTED] Lynch,  
Jean [REDACTED]  
Jim Engle [REDACTED] John [REDACTED] John  
Goodall [REDACTED] Kelly Germann  
[REDACTED]  
Kelsey Boyd [REDACTED] Kim Gordon [REDACTED] Kris  
Kern [REDACTED] Larry Lloyd  
[REDACTED] Laura Baird  
[REDACTED] Lauren  
McGrath [REDACTED] Clark, Elizabeth [REDACTED] Possinger,  
Lorne [REDACTED] McCormick, Erin [REDACTED] Megan  
Boatright [REDACTED] Pam  
Brown [REDACTED] Patrick  
Gardner [REDACTED] Peter Williamson [REDACTED]  
Phillips, Blaine  
[REDACTED] Pierce,  
Daniel [REDACTED]  
[REDACTED] Hartlieb, Richard  
J [REDACTED] Ryan Walker [REDACTED]  
[REDACTED] Taylor  
Thompson [REDACTED] Thomas,  
Judy [REDACTED] Tom Witmer  
[REDACTED]  
**Cc:** Dunlap, Cynthia [REDACTED]  
**Subject:** SE PA Conservation Partners Hold the Date and General Updates

Happy Fall Campers

It is my hope this finds you well and enjoying this lovely early fall weather. I wanted to provide you with two hold the dates and other important information for the Region.

### 1. Save the Dates

#### A. DCNR Grant Workshop for SE PA November 16, 2017

Tentatively scheduled **November 16, 2017, 9 AM to Noon, at Montgomery County Community College** (at Central Campus in Blue Bell, not in Pottstown) in the Science Center Room 214. I use the word "tentatively" because of the ongoing PA Budget issues may necessitate postponement of the workshops. Stay tuned.

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

B. Next SE PA Land Protection Partners meeting will be held on **Jan 11, 2018 1 PM - 3 PM at the headquarters of the Heritage Conservancy**, 85 Old Dublin Pike, Doylestown, PA.

Please note this is one week earlier than we discussed in July. Our theme is "Stories from the Field" Participants are asked to share a experience you had in the course of protecting land. This could be your best or worst experience, a difficult land owner, most interesting or worst deal, vexing problem or something else you wish to share. We are also discussing offering a pre-meeting session (11am -12.30pm) on Safety in the Field. We will discuss being safe and improving situational awareness for folks in the field.

## 2. DCNR Grant Announcement

The news on the grant announcement is there no scheduled date for the grant awards announcement. Our Bureau has made recommendations for grant awards to the DCNR Secretary and are ready to pass these on to the Governor's office for review and release. Due to the difficult ongoing budget negotiations we are unsure when we will be able to announce the current round of funding.

## 3. DCNR Project Payment Requests

When DCNR awards funding to a C2P2 project, the allocated awards are set aside in a special fund for distribution over the course of the project. Organization can receive up to 50% initially and up to 90% after certain milestones are met. The final 10% is held until all administrative aspects of the project have been completed. These funds may have been incorrectly identified as unallocated in the State Budget. If your organization has an open project, we are suggesting that you submit a payment request for the allocated funding in preparation for a worst case budget scenario. If this funding is reallocated by the legislator, the funding may not be there for currently open projects.

## 4. New Special Grant Round for Riparian Buffer Grants

DCNR is having special fall round of funding **for** Riparian Forest Buffers from **October 2 to 4pm December 20, 2017**. Up to \$1 million of funding is being provided by PennVEST, and administered by DCNR, for the installation of riparian forest buffers across the state. While there is no match required for these grants, and up to 5% of the grant amount may be used for administrative and project planning costs, applicants must prequalify to be eligible for this funding. Information about prequalification, as well as grant details and requirements, are available on the [grant application website](#).

We are also holding a **webinar** about these RFB program on **October 4<sup>th</sup> @ 10am**. Interested parties should register for the webinar via the DCNR calendar (<http://events.dcnr.pa.gov/>).

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

## 5. PALTA Conference

The next PALTA Conference is April 12-14, 2018 at the Desmond Hotel Malvern, Chester County. The conference is again in our backyard. Please consider submitting a session proposal. Information below.

Deadline: October 23, 2017

The Pennsylvania Land Trust Association is accepting workshop and seminar proposals for the [2018 Pennsylvania Land Conservation Conference](#). The conference theme this year is **Land and Water Conservation in a Changing World**. This conference will attempt to address the various challenges and unknowns that so many organizations are confronting these days, including evolving missions, expanded service areas, new and innovative collaborations, updated fundraising strategies, changing climate, land use trends, diversification and shifting demographics, ever-changing public policy, and just maintaining relevance in a changing world. Plus, the conference will cover traditional topics such as land conservation, stewardship, water protection, stream and wetlands restoration, land use planning, forestry, organizational development, outreach and communications, fundraising, and finance.

[SUBMIT YOUR PROPOSAL](#) | [PROPOSAL GUIDELINES](#)

**Drew Gilchrist** | Regional Advisor  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation, Southeast Regional Office  
801 Market St, Suite 6020 | Philadelphia, PA 19107

Phone: [REDACTED]

email: [REDACTED]

<http://www.dcnr.state.pa.us/brc> | [www.ExplorePATrails.com](http://www.ExplorePATrails.com)

---

**From:** O'Day, Jodi [REDACTED]  
**Sent:** Thur 10/12/2017 12:47:30 PM (UTC-04:00)  
**To:** Redding, Mike [REDACTED] Phillips, Blaine [REDACTED]  
**Cc:** Broucek, Audrey [REDACTED] Zimmerman, Jason [REDACTED]  
**Subject:** RE: Strawbridge Partnership letter

Thanks to All for completing our due diligence review of the Strawbridge II property.

Jodi

---

**From:** Redding, Mike [mailto:[REDACTED]]  
**Sent:** Thursday, October 12, 2017 12:41 PM  
**To:** Phillips, Blaine <[REDACTED]> O'Day, Jodi <[REDACTED]>  
**Cc:** Broucek, Audrey <[REDACTED]> Redding, Mike <[REDACTED]> Zimmerman, Jason <[REDACTED]>  
**Subject:** Strawbridge Partnership letter

Dear Jodi and Blaine-

Thank you for your time this morning. Attached is the signed subject letter. Director Hallas wishes to thank you for your invaluable assistance with this project. As a side note, we reflected on the value of this property -- and Strawbridge in its entirety -- coming to the public domain. In areas such as southern Chester County, land for open space and recreation will only become more in demand, and we are lucky to get it. When you add in the connectivity to Maryland's Fair Hill State Park and Delaware's White Clay Creek State Park, it becomes evident of the importance of this property and it's potential... now, if we could only get a decent budget!

Thanks again.  
-mike

**K. Mike Redding** | RMPD Planning Section  
PA Department of Conservation & Natural Resources  
Bureau of State Parks | Resource Management & Planning Division  
400 Market Street - 8th Flr RCSOB | Harrisburg, PA 17105-8551  
Phone: [REDACTED] | Fax: [REDACTED]  
E-mail: [REDACTED]  
[www.dcnr.state.pa.us](http://www.dcnr.state.pa.us) | [www.visitPAparks.com](http://www.visitPAparks.com)

---

**From:** Redding, Mike [REDACTED]  
**Sent:** Fri 10/13/2017 8:00:57 AM (UTC-04:00)  
**To:** O'Day, Jodi [REDACTED] Broucek, Audrey [REDACTED]  
**Cc:** Phillips, Blaine [REDACTED] Lord, Rex [REDACTED] Deiter, Judy [REDACTED] Jones, David [REDACTED] Redding, Mike [REDACTED]  
**Subject:** RE: Strawbridge Management Agreement

Hi Jodi-

I researched our files and what we did with Wilkinson Farms for Strawbridge 1 is the same that BSP plans to do again do for the Strawbridge II ag fields. That is, Wilkinson Farms already held an ag lease on lands of White Clay Creek Preserve. When the Strawbridge 1 acquisition occurred, we amended that agreement to include those lands. That ag lease expired at the end of 2015 and the entire (White Clay Creek Preserve and Strawbridge 1 a.k.a. "Big Elk Creek") property went to competitive bid that year. To that end, Wilkinson Farms won the competitive bid and was issued a new ag lease in 2016, which is attached for your convenience.

Finally, is there a way to legally obtain permission to mark the boundary of the Strawbridge II property before all of the phases transfer to DCNR? This would involve access to the property to locate boundary markers, paint as needed, and install Bureau of State Park aluminum medallions as needed. If there is not an easy way to do this, we will wait until November 2018 to mark phases 1 and 2, then finish a year later.

Thank you

-mike

---

**From:** O'Day, Jodi [mailto:[REDACTED]]  
**Sent:** Thursday, October 12, 2017 3:35 PM  
**To:** Broucek, Audrey  
**Cc:** Phillips, Blaine ; Lord, Rex ; Redding, Mike  
**Subject:** RE: Strawbridge Management Agreement

Audrey,

It would be very helpful if I could get a copy of the Ag Lease that DCNR has for leasing the farm land on Strawbridge I.

Thank you,

Jodi

---

**From:** Broucek, Audrey [mailto:[REDACTED]]  
**Sent:** Thursday, October 12, 2017 2:36 PM  
**To:** O'Day, Jodi <[REDACTED]>  
**Cc:** Phillips, Blaine <[REDACTED]> Lord, Rex <[REDACTED]> Redding, Mike <[REDACTED]>  
**Subject:** Strawbridge Management Agreement

Hi Jodi,

Thank you for your generous offer to take the first crack at the Management Agreement for the Strawbridge Phase I lands. If you could tailor the agreement to address the details of the Strawbridge acquisition and send it to Rex Lord and myself for DCNR review, I think that would really help to expedite the process. If you have any questions, please let us know.

Thank you, again!

Audrey J. Broucek

Assistant Counsel for Conservation and Natural Resources

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

Governor's Office of General Counsel  
400 Market St., Rachel Carson Bldg, 7th Floor  
P.O. Box 8767, Harrisburg, PA 17105

Phone: [REDACTED]

Fax: [REDACTED]

[www.dcnr.pa.gov](http://www.dcnr.pa.gov)

[www.ogc.pa.gov](http://www.ogc.pa.gov)

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---

**From:** Redding, Mike [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B0FDD88A29AB49409BF570D33D07DD2C-KEREDDING]  
**Sent:** Wed 10/18/2017 12:54:42 PM (UTC-04:00)  
**To:** Phillips, Blaine [REDACTED]  
**Cc:** Broucek, Audrey [REDACTED] O'Day, Jodi [REDACTED]  
**Subject:** RE: Strawbridge Partnership letter

I was able to download the files and forward them to our surveyors. Thank you.

---

**From:** Phillips, Blaine [mailto:[REDACTED]]  
**Sent:** Wednesday, October 18, 2017 12:20 PM  
**To:** Redding, Mike <[REDACTED]>  
**Cc:** Broucek, Audrey <[REDACTED]> O'Day, Jodi <[REDACTED]>  
**Subject:** Re: Strawbridge Partnership letter

Hi Mike — I just sent a link by separate email. Please let me know that you got it and were able to open it. Thank you.

Sent from my iPhone

On Oct 18, 2017, at 11:30 AM, Redding, Mike <[REDACTED]> wrote:

Hi Blaine-

Do you have a status for this file?

Thank you  
-mike

---

**From:** Phillips, Blaine [mailto:[REDACTED]]  
**Sent:** Thursday, October 12, 2017 12:47 PM  
**To:** Redding, Mike <[REDACTED]> O'Day, Jodi <[REDACTED]>  
**Cc:** Broucek, Audrey <[REDACTED]> Zimmerman, Jason <[REDACTED]>  
**Subject:** RE: Strawbridge Partnership letter

Thanks Mike and all – follow up information that you requested from the surveyor is on the way!

---

**From:** Redding, Mike [mailto:[REDACTED]]  
**Sent:** Thursday, October 12, 2017 12:41 PM  
**To:** Phillips, Blaine <[REDACTED]> O'Day, Jodi <[REDACTED]>  
**Cc:** Broucek, Audrey <[REDACTED]> Redding, Mike <[REDACTED]>  
Zimmerman, Jason <[REDACTED]>  
**Subject:** Strawbridge Partnership letter

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

Dear Jodi and Blaine-

Thank you for your time this morning. Attached is the signed subject letter. Director Hallas wishes to thank you for your invaluable assistance with this project. As a side note, we reflected on the value of this property -- and Strawbridge in its entirety -- coming to the public domain. In areas such as southern Chester County, land for open space and recreation will only become more in demand, and we are lucky to get it. When you add in the connectivity to Maryland's Fair Hill State Park and Delaware's White Clay Creek State Park, it becomes evident of the importance of this property and its potential... now, if we could only get a decent budget!

Thanks again.  
-mike

**K. Mike Redding** | RMPD Planning Section  
PA Department of Conservation & Natural Resources  
Bureau of State Parks | Resource Management & Planning Division  
400 Market Street - 8th Flr RCSOB | Harrisburg, PA 17105-8551  
Phone: [REDACTED] | Fax: [REDACTED]  
E-mail: [REDACTED]  
[www.dcnr.state.pa.us](http://www.dcnr.state.pa.us) | [www.visitPAparks.com](http://www.visitPAparks.com)



---

**From:** Gilchrist, Andrew [REDACTED]  
**Sent:** Mon 11/6/2017 11:41:46 AM (UTC-05:00)  
**To:** Rebert, Ashley [REDACTED] Beckley, Steven [REDACTED] Carol De Wolf [REDACTED] Dave Johnson - BCPC [REDACTED] David [REDACTED] Shields [REDACTED] David Steckel [REDACTED] Dr. Dave Robertson [REDACTED] Ellen [REDACTED] Ferretti [REDACTED] Erik Hetzel [REDACTED] Kerr, Heather [REDACTED] Jack Stefferud [REDACTED] Lynch, Jean [REDACTED] Jim Engle [REDACTED] John [REDACTED] John Goodall [REDACTED] Kelly Germann [REDACTED] Kelsey Boyd [REDACTED] Kim Gordon [REDACTED] Kris Kern [REDACTED] Larry Lloyd [REDACTED] Laura Baird [REDACTED] Lauren McGrath [REDACTED] Clark, Elizabeth [REDACTED] Possinger, Lorne [REDACTED] McCormick, Erin [REDACTED] Megan Boatright [REDACTED] Pam Brown [REDACTED] Patrick Gardner [REDACTED] Peter Williamson [REDACTED] Phillips, Blaine [REDACTED] Pierce, Daniel [REDACTED] Hartlieb, Richard J. [REDACTED] Ryan Walker [REDACTED] Taylor Thompson [REDACTED] Thomas, Judy. [REDACTED] Tom Witmer [REDACTED]  
**Cc:** Semder, Tyler [REDACTED] Rossiter, Kelly [REDACTED] Possinger, Lorne [REDACTED]  
**Subject:** Pervious Paving Workshop  
**Attachment:** PerviousWorkshop2.pdf

Campers:

Please see the attached invitation from our Friends at the Land Conservancy for Southern Chester County. The pervious paving was used as part of a DCNR grant that I recently inspected. I was very impressed and it may have a number of applications in your green projects.

Drew

## Pervious Concrete Workshop

### A storm-water solution

**When:** November 28, 2017

9:00am-11:00am

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

**Where:** Walnut Hill Headquarters

541 Chandler Mill Road, Avondale, PA 19311

(Please enter Chandler Mill Road via Hillendale Road)

This is a free event, but space is limited. Reservations required.

(610) [REDACTED] ext.104 or [REDACTED]

**Drew Gilchrist** | Regional Advisor

Department of Conservation and Natural Resources

Bureau of Recreation and Conservation, Southeast Regional Office

801 Market St, Suite 6020 | Philadelphia, PA 19107

Phone: [REDACTED]

email: [REDACTED]

<http://www.dcnr.state.pa.us/brc> | [www.ExplorePATrails.com](http://www.ExplorePATrails.com)

# Pervious Concrete Workshop

## A storm-water solution

**When:** November 28, 2017  
9:00am-11:00am

**Where:** Walnut Hill Headquarters  
541 Chandler Mill Road, Avondale, PA 19311  
(Please enter Chandler Mill Road via Hillendale Road)

This is a free event, but space is limited. Reservations required.  
(610) [REDACTED] ext.104 or [REDACTED]

**What:** If you are a land conservancy, civil engineer, architect, landscape architect, public works official, contractor, land developer, or business owner, please join Ken Crank, LEED AP, of PACA and Ken Justice, PE, LEED AP, for a demonstration and presentation with Q & A. Learn the latest in mix, design, installation and maintenance of pervious concrete.

**Why:** Among the first of it's kind in the area, TLC's new parking lot drastically reduces storm-water runoff, eliminates the need for large retention ponds, allows for natural filtration and increases groundwater discharge.



---

**From:** Zack, Megan [REDACTED]  
**Sent:** Wed 11/7/2018 12:44:35 PM (UTC-05:00)  
**To:** Pierce, Daniel [REDACTED] Rebert, Ashley [REDACTED]  
**Cc:** O'Day, Jodi [REDACTED]  
**Subject:** FW: DCNR Grant for the Strawbridge II - Phase 2 transaction in Chester County PA  
**Attachment:** 20181107123732883.pdf

Hi Ashely and Dan,

See below from our attorney regarding Strawbridge Phase II. Blaine is out of the office today. Can either of you confirm for her?

Thanks,  
Megan

Megan Zack  
Conservation Acquisition Associate  
The Conservation Fund  
[REDACTED]

<https://na01.safelinks.protection.outlook.com/?url=www.conservationfund.org&data=02%7C01%7Cairebert%40pa.gov%7Cd86fd2569d6946b0cd9108d644d8b073%7C418e284101284dd59b6c47fc5a9a1bde%7C1%7C0%7C636772095302113294&data=MtIT%2F92E9fJ855A4mMLTa0KjvYeqXZBOOrzU61P5FR0%3D&reserved=0>  
Making Conservation Work For America

-----Original Message-----

From: O'Day, Jodi  
Sent: Wednesday, November 07, 2018 12:41 PM  
To: Zack, Megan <[REDACTED]>  
Subject: DCNR Grant for the Strawbridge II - Phase 2 transaction in Chester County PA

Megan,

I am working with Blaine on closing the above referenced transaction. DCNR is provide grant funds for the acquisition. I believe the source of grant funds is the Keystone program (but cannot confirm because Blaine is out of range on his cell phone).

DCNR also provided grant funds to TCF in 2017 to purchase the Strawbridge II - Phase 1 portion of the property. Attached is a copy of excerpts from the deed for Phase 1 that contains the Keystone deed covenant used for Phase I.

Please reach out to DCNR and try to confirm which DCNR grant program is providing funding for the Phase 2 portion of the property, and either get the applicable deed covenant language or confirm that the language in Phase 1 should also be used for Phase 2

Thanks

Jodi

Jodi R. O'Day  
Vice President

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

410 Severn Ave, Suite 204  
Annapolis, MD 21403

-----Original Message-----

From: cfadmin

Sent: Wednesday, November 07, 2018 12:34 PM

To: O'Day, Jodi <[REDACTED]>

Subject: Message from "SavinMPC4503"

This E-mail was sent from "SavinMPC4503" (MP C4504ex).

Scan Date: 11.07.2018 12:37:32 (-0500)

Queries to: [REDACTED]

11578385 B: 9653 P: 523 DEE  
11/20/2017 10:55:47 AM Page 1 of 20  
Rec Fees: \$218.00 Local: \$0.00 State: \$0.00  
Rick Loughery Recorder of Deeds, Chester County, PA



ORIGINAL

Prepared by and return to:

Fidelity National Title Insurance Company  
1515 Market Street  
Suite 1325  
Philadelphia, PA 19102

State Tax: EXEMPT  
Local Tax: EXEMPT  
Consideration: \$4,385,000.00

File No: 170225PHI

Tax Parcel Nos.: 70-5-6; 70-5-7; 71-4-32.3;  
72-6-1; 72-6-10

This Indenture dated 11-9-17 and made effective this 17<sup>th</sup> day of November, 2017;

Between

**GEORGE STRAWBRIDGE, JR., individually**

and

**BNY MELLON, N.A. (f/k/a Mellon Bank, N.A.), R. STEWART STRAWBRIDGE and  
GEORGE J. BAXTER, Successor Trustees of the Trust under Deed of George  
Strawbridge, Jr., dated 1-20-1971**

(hereinafter called the Grantors), of the one part, and

**THE CONSERVATION FUND, a Non-Profit Corporation**

(hereinafter called the Grantee), of the other part,

**WHEREAS**, the said, George Strawbridge, Jr. executed a written, irrevocable Agreement (Deed) of Trust Dated January 20, 1971, and wherein and whereby he appointed George Strawbridge, Sr., David G. Forman and Girard Trust Bank as trustees and authorized and empowered his said Trustees:

"To sell at public or private sale, to exchange or to lease for any period of time, any real or personal property, and to give options for sales or leases;" and

**WHEREAS**, on July 19, 1977 David G. Forman appointed Charles H. Norris, Jr., as his successor trustee and resigned as a trustee of the Trust under Deed of George Strawbridge, Jr. dated January 20, 1971; and

**WHEREAS**, Springlawn Corporation, by indenture dated October 18, 1978 and recorded October 20, 1978 in the office of the recorder of deeds in and for the County of Chester in Deed Book W-53 page 573,





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**From:** O'Day, Jodi [REDACTED]  
**Sent:** Thur 11/8/2018 10:05:08 AM (UTC-05:00)  
**To:** Rebert, Ashley [REDACTED]  
**Subject:** RE: DCNR Grant for the Strawbridge II - Phase 2 transaction in Chester County PA

Perfect. Thanks very much

Jodi R. O'Day  
Vice President  
410 Severn Ave, Suite 204  
Annapolis, MD 21403  
[REDACTED]  
[REDACTED]

-----Original Message-----

From: Rebert, Ashley <[REDACTED]>  
Sent: Thursday, November 08, 2018 9:08 AM  
To: Zack, Megan <[REDACTED]> O'Day, Jodi <[REDACTED]>  
Cc: Pierce, Daniel <[REDACTED]>  
Subject: RE: DCNR Grant for the Strawbridge II - Phase 2 transaction in Chester County PA

Good Morning Megan and Jodi,

The Keystone Recreation, Park and Conservation Fund was used for both phases. The same language/restrictive covenant used in Phase 1 can be used in the Phase 2 deed.

Thank you.  
Ashley

Ashley D. Rebert | Chief, Land Conservation & Stewardship Section Department of Conservation and Natural Resources Bureau of Recreation and Conservation Community Parks and Conservation Division  
5th Floor, 400 Market St | Harrisburg, PA 17101-2301  
Phone: [REDACTED] | Fax: [REDACTED]  
<https://na01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.dcnr.state.pa.us%2Fbrc%2F&am;data=02%7C01%7Carebert%40pa.gov%7C9e0d197551a44412584308d6458b9466%7C418e284101284dd59b6c47fc5a9a1bde%7C1%7C0%7C636772863134203222&sd=jjef81emxSuib1efUJN2I6f%2FhN0WIGbw3I4c4TAFONQ%3D&reserved=0>

-----Original Message-----

From: Zack, Megan [mailto:[REDACTED]]  
Sent: Wednesday, November 7, 2018 12:45 PM  
To: Pierce, Daniel <[REDACTED]> Rebert, Ashley <[REDACTED]>  
Cc: O'Day, Jodi <[REDACTED]>  
Subject: FW: DCNR Grant for the Strawbridge II - Phase 2 transaction in Chester County PA

Hi Ashely and Dan,

See below from our attorney regarding Strawbridge Phase II. Blaine is out of the office today. Can either of you confirm for her?

Thanks,  
Megan

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request



Megan Zack  
Conservation Acquisition Associate  
The Conservation Fund

[REDACTED]  
<https://na01.safelinks.protection.outlook.com/?url=www.conservationfund.org&data=02%7C01%7Caretbert%40pa.gov%7C9e0d197551a44412584308d6458b9466%7C418e284101284dd59b6c47fc5a9a1bde%7C1%7C0%7C636772863134203222&data=Dx12C4Opi9yzVu%2BIaUWZhR%2FdKrCmSq2i66DKAGohOYE%3D&reserved=0>  
Making Conservation Work For America

-----Original Message-----

From: O'Day, Jodi  
Sent: Wednesday, November 07, 2018 12:41 PM  
To: Zack, Megan <[REDACTED]>  
Subject: DCNR Grant for the Strawbridge II - Phase 2 transaction in Chester County PA

Megan,

I am working with Blaine on closing the above referenced transaction. DCNR is provide grant funds for the acquisition. I believe the source of grant funds is the Keystone program (but cannot confirm because Blaine is out of range on his cell phone).

DCNR also provided grant funds to TCF in 2017 to purchase the Strawbridge II - Phase 1 portion of the property. Attached is a copy of excerpts from the deed for Phase 1 that contains the Keystone deed covenant used for Phase I.

Please reach out to DCNR and try to confirm which DCNR grant program is providing funding for the Phase 2 portion of the property, and either get the applicable deed covenant language or confirm that the language in Phase 1 should also be used for Phase 2

Thanks

Jodi

Jodi R. O'Day  
Vice President  
410 Severn Ave, Suite 204  
Annapolis, MD 21403  
[REDACTED]

-----Original Message-----

From: cfadmin  
Sent: Wednesday, November 07, 2018 12:34 PM  
To: O'Day, Jodi <[REDACTED]>  
Subject: Message from "SavinMPC4503"

This E-mail was sent from "SavinMPC4503" (MP C4504ex).

Scan Date: 11.07.2018 12:37:32 (-0500)  
Queries to: [REDACTED]

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

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**From:** Ford, Thomas P [REDACTED]  
**Sent:** Tue 2/19/2019 8:42:04 AM (UTC-05:00)  
**To:** Marci Mowery [REDACTED] 'Shenk, Kyle' [REDACTED]  
**Cc:** Rebert, Ashley [REDACTED] Eschenmann, Michael [REDACTED] Ford, Thomas P [REDACTED]  
**Subject:** RE: [External] RE: New Question About Big Elk Section, Strawbridge 2 Conveyance to DCNR

Good Morning

We are purchasing Strawbridge 2 to be added to Strawbridge 1 and to be managed by State Parks as part of White Clay Creek Preserve.

There is a tremendous monetary value and recreational utility value provided with this purchase and for this reason we also plan to use the acquisition to help us with some Commonwealth and local Land and Water Conservation Fund conversions that we have been working to resolve.

There is a conversion process that is employed by NPS that includes the opportunity for the State to create what is called an "excess value bank" and to use this bank to resolve preexisting conversions.

Let me know if I can help answer any additional questions.

Tom

**Thomas P. Ford** | Director, Bureau of Recreation and Conservation  
Department of Conservation & Natural Resources  
Bureau of Recreation and Conservation  
5<sup>th</sup> Floor, 400 Market St | Harrisburg, PA 17105  
Phone: [REDACTED] Fax: [REDACTED]  
<http://www.dcnr.state.pa.us/brc/> | [www.ExplorePATrails.com](http://www.ExplorePATrails.com)

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**From:** Marci Mowery <[REDACTED]>  
**Sent:** Monday, February 18, 2019 9:34 AM  
**To:** 'Shenk, Kyle' <[REDACTED]>  
**Cc:** Ford, Thomas P <[REDACTED]>  
**Subject:** [External] RE: New Question About Big Elk Section, Strawbridge 2 Conveyance to DCNR

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Tom, see thread below.

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Rec'd by Rep John Lawrence 4, 2025 DCNR Right To Know Request

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**Sent:** Friday, February 15, 2019 9:57 AM

**To:** Marci Mowery <[REDACTED]> 'Dysinger, Ryan' <[REDACTED]>

**Subject:** Re: New Question About Big Elk Section, Strawbridge 2 Conveyance to DCNR

Hi Marci,

I'm no expert on conversions, but I think Scotty has it correct below. Infrastructure projects that are in violation of the stipulations of LWCF funding occurring on properties funded through LWCF, but deemed necessary, can be mitigated by putting unprotected projects under the LWCF stipulations as a "replacement".

I'd defer to DCNR Bureau of Rec and Con for a more detailed and accurate answer.

Kyle

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**From:** Marci Mowery <[REDACTED]>

**Sent:** Thursday, February 14, 2019 11:49 AM

**To:** 'Dysinger, Ryan'

**Cc:** Shenk, Kyle

**Subject:** FW: New Question About Big Elk Section, Strawbridge 2 Conveyance to DCNR

Can either of you enlighten me?

**From:** Scotty Crowder [[mailto:\[REDACTED\]](mailto:[REDACTED])]

**Sent:** Wednesday, February 13, 2019 11:11 AM

**To:** April Schmitt <[REDACTED]>

**Cc:** Marci J. Mowery <[REDACTED]>

**Subject:** Fwd: New Question About Big Elk Section, Strawbridge 2 Conveyance to DCNR

April, I reviewed the information on Page 371 of this document. It looks like the State was making it's case for the purchase of Strawbridge #2 by using the resources offered by the Strawbridge #2 property to offset the small changes occurring with other state properties, like bridge expansion and oil well installation etc. Marci may have more comments on the other state properties that are undergoing some changes and loss of resources (usually less than 5 acres for each case, based on the data in Appendix C).

Thanks for questions. Marci may have more insight on what all this means...

Scotty

----- Forwarded message -----

**From:** April Schmitt <[REDACTED]>

**Date:** Tue, Feb 12, 2019 at 2:40 PM

**Subject:** New Question About Big Elk Section, Strawbridge 2 Conveyance to DCNR

**To:** Scotty Crowder <[REDACTED]>

Rec'd by Rep. John Lewis March 4, 2025 DCNR Right To Know Request

Hi Scotty,

I'm hoping that you can ask PPFF about.

I was reading through the below long and complicated report, regarding the great plan to add 963 more acres to WCC Preserve. This is the "Strawbridge 2 properties", north of Strickersville Road. Evidentially, the properties are set to be purchased under the "Land and Water Conservation Fund" land exchange.

I may be totally mistaken, but this is very worth asking Marcy about. There may be some power play decisions, regarding that finalization. If I'm reading this correctly, it may involve competition for other park projects: bridges but also adding additional undesired oil well drilling related projects. Hopefully, I'm mistaken. But if there is any advocating, that we can do ...to try to have more new parkland in parks and less new oil wells in parks ...it would seem priceless!

Please see Appendix C (may be page 371):

[http://www.docs.dcnr.pa.gov/cs/groups/public/documents/document/DCNR\\_20033787.pdf](http://www.docs.dcnr.pa.gov/cs/groups/public/documents/document/DCNR_20033787.pdf)

Thank You,  
~April

---

**From:** Rebert, Ashley[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=DD984294D335498A8005D7D123A652E7-AREBERT]  
**Sent:** Thur 6/6/2019 11:07:27 AM (UTC-04:00)  
**To:** Phillips, Blaine [REDACTED]  
**Subject:** RE: Resolution of Conversions from Recreational Use on LWCF-Funded State Forest Land

Hi Blaine,

I left you a voicemail, but wanted to provide the links to the environmental assessment that is out for public comment right now. The comment period closes June 18. This is the document that generated the response I forwarded to Kyle. I'm happy to discuss this with you when you have a moment.

ENVIRONMENTAL ASSESSMENT RESOLUTION OF CONVERSIONS FROM RECREATIONAL USE ON LWCF-FUNDED STATE FOREST LAND

1. Gas Site EA Draft\_041119 -  
[http://www.docs.dcnr.pa.gov/cs/groups/public/documents/document/DCNR\\_20033871.pdf](http://www.docs.dcnr.pa.gov/cs/groups/public/documents/document/DCNR_20033871.pdf)
2. Representative Photos\_041119 -  
[http://www.docs.dcnr.pa.gov/cs/groups/public/documents/document/DCNR\\_20033870.pdf](http://www.docs.dcnr.pa.gov/cs/groups/public/documents/document/DCNR_20033870.pdf)
3. Combined Appendix – A thru N -  
[http://www.docs.dcnr.pa.gov/cs/groups/public/documents/document/DCNR\\_20033872.pdf](http://www.docs.dcnr.pa.gov/cs/groups/public/documents/document/DCNR_20033872.pdf)
4. Appendix C's cover page -  
[http://www.docs.dcnr.pa.gov/cs/groups/public/documents/document/DCNR\\_20033874.pdf](http://www.docs.dcnr.pa.gov/cs/groups/public/documents/document/DCNR_20033874.pdf)
5. Appendix C -  
[http://www.docs.dcnr.pa.gov/cs/groups/public/documents/document/DCNR\\_20033873.pdf](http://www.docs.dcnr.pa.gov/cs/groups/public/documents/document/DCNR_20033873.pdf)

Ashley D. Rebert | Chief, Land Conservation & Stewardship Section  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation  
Community Parks and Conservation Division  
5th Floor, 400 Market St | Harrisburg, PA 17101-2301  
Phone: [REDACTED] | Fax: [REDACTED]  
<http://www.dcnr.state.pa.us/brc/>

-----Original Message-----

From: Phillips, Blaine <[REDACTED]>  
Sent: Thursday, June 6, 2019 9:58 AM  
To: Rebert, Ashley <[REDACTED]>  
Subject: [External] FW: Resolution of Conversions from Recreational Use on LWCF-Funded State Forest Land

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Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

Hi Ashley -- Kyle forwarded this email to me this morning and it was news to me that Strawbridge would be used in this way. I am very concerned about how the private funder might react. Thank you for any clarification and updates you might have to help with potential backlash.

Blaine

-----Original Message-----

From: Shenk, Kyle

Sent: Thursday, June 06, 2019 9:18 AM

To: Phillips, Blaine <[REDACTED]>

Subject: FW: Resolution of Conversions from Recreational Use on LWCF-Funded State Forest Land

Blaine,

Heads-up on the Strawbridge deal - I haven't gotten any calls or outreach in this office, but DCNR is getting a lot of negative comments. If it whips up anymore we may want to alert the PR folks.

-----Original Message-----

From: NR, BRC Conversions <[REDACTED]>

Sent: Thursday, June 6, 2019 8:40 AM

To: Shenk, Kyle <[REDACTED]>

Subject: FW: Resolution of Conversions from Recreational Use on LWCF-Funded State Forest Land

Hey Kyle,

I don't know if you have been keeping up with the articles and comments on the gas well conversion DCNR is working through; but I wanted to give you a heads up on some comments we have received based on DCNR's proposed use of the Strawbridge property to mitigate the well pad conversions. Please see one of those comments below. In general, folks don't support or proposed use of land in Chester County to resolve BOF conversions in the northcentral part of PA. Since, TCF is connected to our proposed replacement land I wanted to bring this to your attention before you get any surprise calls...hopefully that hasn't occurred yet. If you would like me to set up a call with you and others please let me know so we can brief you on the whole process.

Thanks.

Ashley

Ashley D. Rebert | Chief, Land Conservation & Stewardship Section Department of Conservation and Natural Resources Bureau of Recreation and Conservation Community Parks and Conservation Division  
5th Floor, 400 Market St | Harrisburg, PA 17101-2301

Phone: [REDACTED] | Fax: [REDACTED]

<https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.dcnr.state.pa.us%2Fbrc%2F&data=02%7C01%7Ccarebert%40pa.gov%7Cb9ed8efa06ac422e42ae08d6ea86f96c%7C418e284101284dd59b6c47fc5a9a1bde%7C0%7C1%7C636954262771468169&sdata=hBVJ0WZ1ARoqiyY5lcz%2FQd3dpfYU8Gs5FIN2ebzjg1w%3D&reserved=0>

-----Original Message-----

From: CleanPaH2O <[REDACTED]>

Sent: Wednesday, June 5, 2019 8:58 PM

To: NR, BRC Conversions <[REDACTED]>

Subject: [External] Resolution of Conversions from Recreational Use on LWCF-Funded State Forest Land

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unknown sources. To report suspicious email, forward the message as an attachment to

[REDACTED]

Hello,

Thank you for allowing us to comment on this extremely foolish conversion of the public land found in the Loyalsock, Moshannon, Sproul, Susquehannock, and Tioga State Forests.

Mitigation should occur adjacent to, or near these beautiful public forests in the Northern Tier region of Pennsylvania. Converting land from northern Pennsylvania counties into suburban Philadelphia land reeks of politics, not conservation.

Recently DCNR and PENNVEST facilitated a \$50 million loan to an out-of-state private timber company in order to purchase 60,000 acres of timberland in northern Pennsylvania.

DCNR had time to engineer this sweetheart deal, at 1% interest, from a taxpayer-subsidized state program, but could not find the time to locate enough northern timberland to satisfy the requirements of the Land and Water Conservation Act.

Ownership of the property in Chester County (sought by DCNR) resides with the Conservation Fund. Unless the mission of this environmental nonprofit has changed, we see no need to continue this bizarre transaction.

Mitigation must occur where the damage occurred. Replacement lands should be found adjacent to, or near the Loyalsock, Moshannon, Sproul, Susquehannock, and Tioga State Forests.

Thanks again - Elaine Futej

--

Citizens for Clean Pennsylvania Water

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**From:** Jodi O'Day [REDACTED]  
**Sent:** Mon 2/3/2020 10:41:40 AM (UTC-05:00)  
**To:** Broucek, Audrey [REDACTED] Rebert, Ashlev [REDACTED] Shepler, Laurie [REDACTED] Deiter, Judy [REDACTED]  
**Cc:** Phillips, Blaine [REDACTED]  
**Subject:** [External] Strawbridge II - Phase 3  
**Attachment:** StrawbridgeIIPhase3.Acquisition Deed.doc  
**Attachment:** Declaration.Covenants.Phase3.DraftNo.1 County Comments.doc  
**Attachment:** Deed.StrawbridgeII.TCF.DCNRGiftTransferPhase3.doc

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Per our conference call this morning, I am forwarding for your review the following documents:

1. Phase 3 Deed from Strawbridge to TCF, with DCNR covenant included;
2. Chester County Declaration of Covenants; and
3. Phase 3 Deed from TCF to DCNR, with DCNR covenant included.

I will forward to you the Phase 3 updated Title Commitment and Phase I ESA as soon as they are received.

Please let me know if you have any questions or comments.

Thanks

Jodi

Jodi R. O'Day  
Vice President/Deputy Counsel  
The Conservation Fund  
410 Severn Avenue, Suite 204  
Annapolis, MD 21403  
[REDACTED]



Return to:

Fidelity National Title Insurance Company  
1700 Market Street  
Suite 2100  
Philadelphia, PA 19103

File No: 170330PHI

Tax Parcel Nos.: 70-5-8

**This Indenture** executed as of this \_\_\_\_ day of \_\_\_\_\_, 2020, to be made effective this \_\_\_\_ day of March, 2020;

**Between**

**GEORGE STRAWBRIDGE, JR., individually**

**and**

**BNY MELLON, N.A. (f/k/a Mellon Bank, N.A.), R. STEWART STRAWBRIDGE and  
GEORGE J. BAXTER, Successor Trustees of the Trust under Deed of George  
Strawbridge, Jr., dated 1-20-1971**

(hereinafter called the Grantors), of the one part, and

**THE CONSERVATION FUND, a Non-Profit Corporation**

(hereinafter called the Grantee), of the other part,

**WHEREAS**, the said, George Strawbridge, Jr. executed a written, irrevocable Agreement (Deed) of Trust Dated January 20, 1971, and wherein and whereby he appointed George Strawbridge, Sr., David G. Forman and Girard Trust Bank as trustees and authorized and empowered his said Trustees:

“To sell at public or private sale, to exchange or to lease for any period of time, any real or personal property, and to give options for sales or leases;” and

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

**WHEREAS**, on July 19, 1977 David G. Forman appointed Charles H. Norris, Jr., as his successor trustee and resigned as a trustee of the Trust under Deed of George Strawbridge, Jr. dated January 20, 1971; and

**WHEREAS**, Springlawn Corporation, by indenture dated October 18, 1978 and recorded October 20, 1978 in the office of the recorder of deeds in and for the County of Chester in Deed Book W-53 page 573, granted and conveyed unto George Strawbridge, Jr., individually (as to an undivided 70% interest) and Girard Bank (f/k/a Girard Trust Bank), George Strawbridge, Sr. and Charles H. Norris, trustees under Trust under Deed of George Strawbridge, Jr. dated January 20, 1971 (as to an undivided 30% interest), in fee, certain premises more particularly described in said indenture, and a portion of the premises therein conveyed is part of the premises hereinafter more particularly described as Premises A, B, and E; and

**WHEREAS**, on July 21, 1981 George Strawbridge, Sr., removed Girard Bank (f/k/a Girard Trust Bank) and appointed Delaware Trust Company as the successor corporate trustee of the Trust under Deed of George Strawbridge, Jr. dated January 20, 1971; and

**WHEREAS**, in 1981 Charles H. Norris, Jr., appointed William C. Lickle as his successor trustee and resigned as a trustee of the Trust under Deed of George Strawbridge, Jr. dated January 20, 1971 and the said William C. Lickle accepted said appointment as trustee on July 28, 1981; and

**WHEREAS**, an Adjudication filed in Montgomery County Orphans' Court Division of Court of Common Pleas No. 84664 in re: Trust Inter Vivos: George Strawbridge, Jr., Settlor, and excerpt of Schedule of Distribution recorded August 23, 1984 in Chester County in Deed Book B-64 page 175 awarded the undivided 30% interest in Real Estate unto Delaware Trust Company, George Strawbridge and William C. Lickle, Trustees under Deed of Trust of George Strawbridge, Jr. dated January 20, 1971; and

**WHEREAS**, by Decree of Orphans' Court Division of Court of Common Pleas of Montgomery County, Pennsylvania, dated March 13, 1985, the trustees under Trust under Deed of George Strawbridge, Jr. dated January 20, 1971, were changed to Delaware Trust Company, Dorrance H. Hamilton and George J. Baxter; and

**WHEREAS**, by Removal of Corporate Co-Trustee and Appointment of Successor Corporate Co-Trustee, by Dorrance H. Hamilton and George J. Baxter, trustees, dated December 16, 1998, the First Union National Bank (f/k/a Delaware Trust Company) was replaced as Corporate Co-Trustee of the Trust under Deed of Trust of George Strawbridge, Jr. dated January 20, 1971 by Mellon Bank, N.A.; and

**WHEREAS**, on July 8, 2005 Dorrance H. Hamilton appointed R. Stewart Strawbridge as her successor trustee and resigned as a trustee of the Trust under Deed of George Strawbridge, Jr. dated January 20, 1971 and the said R. Stewart Strawbridge accepted said appointment as trustee on August 1, 2005;

**WHEREAS**, on July 1, 2008, Mellon Bank, N.A. changed its name to BNY Mellon, N.A.; and

**WHEREAS**, Jane F. Trimble by indenture dated March 31, 1997 and recorded April 2, 1997 in the Office of the Recorder of Deeds of Chester County in Record Book 4158, Page 1495, granted and conveyed unto George Strawbridge, Jr., in fee a certain premises more particularly described in said indenture, and the premises therein conveyed is more particularly described herein as Premises C and D; and

**WHEREAS**, Grantor and Grantee have agreed that George Strawbridge, Jr., identified individually as one of Grantors named in this Deed will convey with special warranty his interest in the property described herein on Exhibit A (the "Property"); and BNY Mellon, N.A., R. Stewart Strawbridge and George J. Baxter, identified Grantors in their capacity as trustees in this Deed will convey with title warranties typically provided by trustees, as more fully set forth herein, the Property, as described on Exhibit A; and

**NOW THEREFORE**, for and in consideration of the sum of Five Million Seven Hundred Twenty Five Thousand and 00/100 Dollars (\$5,725,000.00) payment by the Grantee and receipt by the Grantors in lawful money of the United States of America of which is hereby acknowledged, the Grantors hereby have granted and conveyed, bargained and sold, released and confirmed, and by these presents do grant and convey, bargain and sell, release and confirm unto the Grantee:

All that certain tract of land situate in Elk Township, Chester County, Commonwealth of Pennsylvania, which is more particularly described on Exhibit A attached hereto and made a part hereof; and

**TOGETHER WITH** all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, mineral, timber and other surface and subsurface rights, liberties, privileges, hereditaments and appurtenances, whatsoever belonging, or in anywise appertaining to the Property, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever pertaining to the Property at law or in equity.

**TO HAVE AND TO HOLD** the Property, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, and the appurtenances, unto the said Grantee, its successors and assigns forever.

**AND** the said GEORGE STRAWBRIDGE, JR., for himself and his heirs and assigns, does covenants, promises and agrees to and with the said Grantee, its successors and assigns, as to the Property only as described on Exhibit A that he, the said George Strawbridge, Jr., and his heirs and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against him, the said George Strawbridge, Jr., and his heirs and assigns, and against all and every person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under, him, them or any of them, shall and will WARRANT and forever DEFEND.

**AND** the said BNY MELLON, N.A. (f/k/a Mellon Bank, N.A.), R. STEWART STRAWBRIDGE and GEORGE J. BAXTER, Trustees under Deed of Trust of George Strawbridge, Jr. dated January 20, 1971,

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

do as to the Property as described on Exhibit A covenant, promise and agree to and with said Grantee, its heirs and assigns, that they, the said Trustees, have not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate, or otherwise howsoever.

**UNDER AND SUBJECT** to the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions given by The Conservation Fund, a Non-Profit Corporation, a Maryland corporation, to the County of Chester, a Pennsylvania county of the third class, of even date herewith, and intended to be recorded in the Chester County Recorder of Deeds Office immediately after this Indenture.

THIS PROPERTY was acquired with funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department"). The source of the funds is the Keystone Recreation, Park and Conservation Fund – LT. This Property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired with Department funds. No change of use and no transfer of ownership, control or interest in the Property may occur, and no encumbrance may be placed on this Property, without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the Property. This restriction has the effect of a covenant running in perpetuity and the land is binding upon the owner(s) of the Property and upon all subsequent owners, successors and assigns. This restriction is enforceable by the Department and its successors.

This Indenture may be signed in two or more counterparts (or with counterpart signature pages) which taken together, shall constitute a full executed indenture and shall be considered a single document. The parties intend that a fully executed Indenture containing the signatures of all of the parties shall be binding on the parties.

***[SIGNATURES BEGIN ON THE FOLLOWING PAGE]***

**In Witness Whereof**, the said Grantors have caused these presents to be duly executed under seal dated the day and year first above written.

George Strawbridge, Jr. \_\_\_\_\_ (SEAL)

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2020, before me, the undersigned, personally appeared George Strawbridge, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
Commission Expires:

BNY Mellon, N.A., (f/k/a Mellon Bank, N.A.), Trustee under Deed of George Strawbridge, Jr., dated 1-20-1971

By: \_\_\_\_\_ (SEAL)  
Name:  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself / herself to be the \_\_\_\_\_ of BNY Mellon N.A., (f/k/a Mellon Bank N.A.), a national banking institution, Trustee under Deed of George Strawbridge, Jr., dated 1-20-1971 and that he / she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the association in the capacity therein stated by himself/herself as such officer.

In Witness Whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
Commission Expires:

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

(SEAL)

George Baxter, Trustee under Deed of George Strawbridge, Jr., dated 1-20-1971

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2020, before me, the undersigned, personally appeared George Baxter, Trustee under Deed of George Strawbridge, Jr., dated 1-20-1971, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
Commission Expires:

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\_\_\_\_\_(SEAL)  
R. Stewart Strawbridge, Trustee under Deed of George Strawbridge, Jr., dated 1-20-1971

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2020, before me, the undersigned, personally appeared R. Stewart Strawbridge, Trustee under Deed of George Strawbridge, Jr., dated 1-20-1971, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
Commission Expires:



File No: 170330PHI  
Tax Parcel No. 70-5-8  
Strickersville Road  
Elk Township, Chester County, PA

The complete address of the above named Grantee, The Conservation Fund, a Non-Profit Corporation is:

The Conservation Fund  
1655 North Fort Myer Drive, Suite 1300  
Arlington, Virginia 22209

On behalf of the Grantee:

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

All that certain tract of land situate in Elk Township, Chester County, Commonwealth of Pennsylvania, identified as Uniform Parcel Identifier No. 70-5-8 and known as 633 Strickersville Road, as more particularly described below.

(Source of Title: Deed Record B, Volume 64, Page 175)

BEGINNING at a point in the bed and title line of Strickersville Road at 33' wide, said point being a common corner for the phase herein being described and Premises B known as #1 Springlawn Road, now or formerly of Delaware Trust Co. and George Strawbridge, et al. (Deed Record B, Volume 64, Page 175) (U.P.I. 70-5-7), said point being in the southerly terminus of a public trail easement at 33' wide, and further located by the title line of said Strickersville Road, S 69° 30' 51" W, 474.02' from a corner of Phase 2 known as #99 Bullock Road (U.P.I. 72-6-4), in the centerline of Big Elk Creek.

THENCE from the said point of beginning, along the title centerlines of said Strickersville Road, the ten (10) following described courses and distances:

1. S 69° 30' 51" W, 194.36' to a point;
2. S 69° 01' 19" W, 760.00' to a point;
3. S 70° 06' 53" W, 300.00' to a point;
4. S 72° 05' 13" W, 320.00' to a point;
5. S 73° 08' 39" W, 191.16' to a point;
6. S 72° 55' 38" W, 168.84' to a point;
7. S 72° 35' 29" W, 343.22' to a point;
8. S 75° 12' 42" W, 791.22' to a point;
9. S 76° 26' 13" W, 1184.83' to a point; and
10. S 81° 13' 25" W, 364.40' to a point (spike set call), a corner for lands known as #112 Schoolhouse Road, now or formerly of Christ S. King and Anna M. King his wife (Deed Book 9034, Page 527) (U.P.I. 70-5-9);

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THENCE by the same, the two (2) following described courses and distances:

1. N 10° 41' 43" E, 1765.62' to a point (stone call); and
2. S 86° 25' 52" W, 1539.62' to a point, said point being a common corner for the phase herein being described, said lands known as #112 Schoolhouse Road, lands known as #111 Schoolhouse Road, and Premises A known as #1001 Chesterville Road;

THENCE by the same, the ten (10) following described courses and distances:

1. N 15° 41' 21" E, 376.60' to a point;
2. N 31° 51' 37" E, 412.83' to a point;
3. N 03° 22' 21" E, 233.11' to a point;
4. N 05° 57' 22" W, 258.81' to a point;
5. N 13° 44' 47" E, 271.14' to a point;
6. N 07° 50' 14" W, 297.19' to a point;
7. N 13° 43' 33" W, 367.71' to a point;
8. N 08° 28' 56" E, 281.55' to a point;
9. N 25° 52' 31" E, 296.59' to a point; and
10. N 07° 24' 24" E, 192.19' to a point in line of said Premises B;

THENCE by the same, the forty-three (43) following described courses and distances:

1. S 23° 44' 01" E, 182.64' to a point;
2. S 16° 28' 43" E, 327.85' to a point;
3. S 28° 20' 22" E, 260.11' to a point;
4. S 35° 51' 55" E, 160.89' to a point;
5. along the arc of a circle curving to the left (radius =180.00') (chord =168.56', chord bearing =S 63° 47' 02" E), an arc distance of 175.42' to a point;
6. N 88° 17' 51" E, 110.71' to a point;

7. along the arc of a circle curving to the left (radius =100.00') (chord =77.14', chord bearing =N 65° 36' 41" E), an arc distance of 79.19' to a point;
8. N 42° 55' 32" E, 126.26' to a point;
9. N 69° 30' 06" E, 325.39' to a point;
10. N 59° 32' 16" E, 225.93' to a point;
11. along the arc of a circle curving to the left (radius =215.00') (chord =250.02', chord bearing =N 23° 59' 06" E), an arc distance of 266.82' to a point;
12. along the arc of a circle curving to the right (radius =336.81') (chord =172.60', chord bearing =N 03° 16' 44" E), an arc distance of 174.55' to a point;
13. N 18° 07' 31" E, 185.56' to a point;
14. along the arc of a circle curving to the right (radius =235.00') (chord =275.93', chord bearing =N 54° 04' 35" E), an arc distance of 294.91' to a point;
15. S 89° 58' 22" E, 221.46' to a point;
16. S 89° 55' 31" E, 535.10' to a point;
17. along the arc of a circle curving to the right (radius =150.00') (chord =67.45', chord bearing =S 76° 55' 54" E), an arc distance of 68.03' to a point;
18. S 63° 56' 17" E, 108.82' to a point;
19. S 50° 12' 32" E, 246.80' to a point;
20. along the arc of a circle curving to the right (radius =350.00') (chord =130.71', chord bearing =S 39° 26' 49" E), an arc distance of 131.48' to a point;
21. S 28° 41' 07" E, 356.00' to a point;
22. along the arc of a circle curving to the left (radius =830.00') (chord =129.16', chord bearing =S 33° 08' 52" E), an arc distance of 129.29' to a point;
23. N 90° 00' 00" E, 0.00' to a point;
24. S 37° 36' 37" E, 248.38' to a point;
25. S 10° 26' 17" E, 252.23' to a point;
26. S 54° 42' 00" E, 37.68' to a point;
27. along the arc of a circle curving to the right (radius =425.00') (chord =311.84', chord bearing =S 33° 10' 37" E), an arc distance of 319.30' to a point;
28. S 11° 39' 14" E, 109.67' to a point;

29. S 05° 11' 35" E, 147.17' to a point;
30. S 07° 52' 03" E, 351.37' to a point;
31. along the arc of a circle curving to the left (radius =245.00') (chord =237.24', chord bearing S 36° 49' 33" E), an arc distance of 247.65' to a point;
32. S 65° 47' 03" E, 243.43' to a point;
33. along the arc of a circle curving to the left (radius =225.00') (chord =105.31', chord bearing =S 79° 19' 04" E), an arc distance of 106.29' to a point;
34. N 87° 08' 55" E, 85.18' to a point;
35. along the arc of a circle curving to the right (radius =350.00') (chord =168.68', chord bearing =S 78° 54' 28" E), an arc distance of 170.35' to a point;
36. S 64° 57' 51" E, 204.61' to a point;
37. S 71° 02' 26" E, 182.93' to a point;
38. along the arc of a circle curving to the right (radius =425.00') (chord =127.82', chord bearing S 62° 23' 32" E), an arc distance of 128.30' to a point;
39. S 53° 44' 36" E, 114.99' to a point;
40. along the arc of a circle curving to the right (radius =475.00') (chord =233.25', chord bearing =S 39° 31' 49" E), an arc distance of 235.66' to a point;
41. S 25° 19' 02" E, 200.01' to a point;
42. along the arc of a circle curving to the right (radius =545.00') (chord =176.07', chord bearing =S 16° 01' 17" E), an arc distance of 176.84' to a point; and
43. S 6° 43' 32" E, 177.09' to a point in the said bed and title line of Strickersville Road, the first mentioned point and place of beginning;

CONTAINING [REDACTED] acres of land, be the same more or less.

BEING MORE PARTICULARLY SHOWN as "Phase 3" on the ALTA/NSPS Land Survey dated September 26, and prepared by Transition Engineering Surveying for The Conservation Fund, project number 294.02.01, CAD file Strawbridge\_Ph2\_Base.dwg. Situated in Elk Township, New London Township, and Franklin Township, Chester County, Pennsylvania.

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Referred to as Strawbridge II, Phase 3 .

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(Strawbridge II, Phase 3)

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** (this “Declaration”) is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020, to be effective this \_\_\_\_ day of March, 2020, by THE CONSERVATION FUND, A NON-PROFIT CORPORATION, a Maryland corporation having its principal office at 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 (the “Declarant”), and the COUNTY OF CHESTER, a Pennsylvania county of the third class, having its principal office at 313 West Market Street, West Chester, PA 19380 (the “County”).

### BACKGROUND

**WHEREAS**, counties are authorized to acquire interests in real property to protect and conserve natural or scenic resources, to protect scenic areas, to preserve sites of historic, geologic or botanic interest, to promote sound, cohesive and efficient land development by preserving open spaces between communities, and for purposes consistent with the terms of the Pennsylvania Open Space Lands Act, Pa. Stat. Ann. Title 32, Section 5001 *et seq*; and

**WHEREAS**, Declarant represents and warrants that it is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation and protection of land in its natural condition; and

**WHEREAS**, the Commissioners of Chester County have designated funds under the Chester County Preservation Partnership Program (the “Preservation Partnership Program”) to promote the health, safety and public welfare of the citizens of Chester County by providing grants to eligible conservancies and municipalities for the acquisition and preservation of significant natural resources (“County Conservation Purposes”); and

**WHEREAS**, pursuant to the guidelines and criteria of the Preservation Partnership Program, Declarant received a grant from the Preservation Partnership Program (the “Grant”) to assist it in acquiring a fee simple interest to preserve the conservation values of the Property (as defined below); and

**WHEREAS**, the Property possesses significant natural, scenic, open space, historical, educational, and/or recreational values (collectively, “Conservation Values”) of great importance to Declarant, the people of Chester County, and the people of the Commonwealth of Pennsylvania, the preservation and conservation of which will yield significant public benefit; and

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**WHEREAS**, the specific Conservation Values of the Property are documented in the "Phase I Environmental Site Assessment" prepared by Ten Bears Environmental Associates Company, dated July 2017, and updated by Ten Bears Environmental on July 2, 2018, and updated again on \_\_\_\_\_, 2020; and the "ALTA/NSPS Land Title Survey for the Strawbridge Phase II Property situated in New London, Franklin and Elk Townships, Chester County, Pennsylvania" prepared by Transition Engineering Surveying, dated September 26, 2017, both on file at the offices of the Declarant and incorporated herein by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of the Declarant's purchase of the Property and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Declaration; and

**WHEREAS**, by deed dated on or about the effective date of this Declaration, and intended to be recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania (the "Recorder's Office"), Declarant acquired the Property; and

**WHEREAS**, Declarant desires to transfer the Property to the Commonwealth of Pennsylvania, as indicated in Declarant's application for grant funding under the Preservation Partnership Program; and

**WHEREAS**, Declarant desires to execute this Declaration to ensure preservation of the Conservation Values of the Property.

**NOW THEREFORE**, intending to be legally bound hereby, Declarant hereby declares that the Property shall be utilized perpetually for Open Space Purposes only (as defined at Article II, below), subject to further restrictions of use more particularly described below in Article III. The Property shall be subject to the restrictions set forth in this Declaration which are for the purpose of insuring a continuous use of the Property for the purposes indicated and which restrictions or covenants shall run with the Property.

## **ARTICLE I - DEFINITIONS**

The following words and terms which are used in this Declaration shall have the following meanings:

A. "Commonwealth of Pennsylvania" refers to the Commonwealth of Pennsylvania and its agencies, departments, boards, and commissions, including but not limited to the Department of Conservation and Natural Resources ("DCNR").

B. "Property" shall mean that certain tract of ground situate in Elk Township, Chester County, Pennsylvania containing collectively [REDACTED] acres of land more or less more particularly described in the legal description prepared by Transition Engineering Surveying dated September 26, 2017, attached hereto as Exhibit "A," and identified as Chester County uniform parcel identifier numbers 70-5-8 .

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## **ARTICLE II – RESTRICTIONS RUNNING TO THE BENEFIT OF THE COUNTY AS REQUIRED UNDER THE PRESERVATION PARTNERSHIP PROGRAM**

A. The use of the Property as defined in this Declaration shall be restricted to open space, agricultural, forestal, park, recreation, natural resource conservation, or public access purposes, including but not limited to such purposes and uses authorized for state park land pursuant to the Conservation and Natural Resources Act, 71 P.S. Section [REDACTED] as amended from time to time (all such authorized purposes and uses, the “Open Space Purposes”).

B. Specifically prohibited are:

- (i) The disposal on or under the Property of sewage effluent generated off-site, including off-site generated sewage effluent at any stage of treatment or post-treatment using any technology. This prohibition includes, but is not limited to, spray or drip irrigation;
- (ii) Cellular towers;
- (iii) The conveyance of surface or groundwater resources from the Property for commercial or consumptive purposes (including public or private companies or authorities); and
- (iv) The placement on site of any composting materials, waste products, or any other similar items that are generated off site, for any reason including disposal or processing.

## **ARTICLE III - DENSITY LIMITATIONS**

The Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Declaration for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Declaration shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

## **ARTICLE IV - NOTICE OF CERTAIN ACTIVITIES**

In order to monitor compliance with the Open Space Purposes, Declarant and its successors and assigns as owner of all or a portion of the Property (including, without limitation DCNR) (hereafter an “Owner”), shall notify (hereafter “Owner’s Notice”) the County, in writing, no less than sixty (60) days prior to undertaking any activities that would reasonably be expected to materially alter the Property. Such activities may include, for example, construction of public access improvements or vegetation management activities that would affect a significant portion of the Property. Owner’s Notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to enable the County to make informed judgments as to its consistency with the Open Space Purposes of this Declaration.

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## ARTICLE V - SUBSEQUENT TRANSFERS

Declarant and each subsequent Owner agree to incorporate the terms of this Declaration in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Declarant further agrees to give written notice to the County of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Declarant to perform any act required by this paragraph shall not impair the validity of this Declaration or limit its enforceability in any way. The County acknowledges that it has been notified of the intended transfer of the Property by Declarant to DCNR, and that no further notice of such transfer is required. Upon transfer of the Property by an Owner, the Owner shall have no further responsibility or liability for any violations of this Declaration arising subsequent to the date of such transfer, or any responsibility to enforce the provisions of this Declaration.

## ARTICLE VI - ENFORCEMENT

A. The County shall have the right and power to enforce this Declaration against the Owner or any person or persons violating or attempting to violate any provision of this Declaration, by any proceedings at law or in equity to restrain violations and/or to recover damages.

B. If the County determines that the Owner is in violation of the terms of this Declaration or that a violation is threatened, the County shall provide written notice to the Owner of such violation and demand corrective actions sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the permitted uses of this Declaration, to restore that portion of the Property so injured.

C. If the Owner fails to cure the violation within thirty (30) days after the receipt of written notice thereof from the County or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the County may enforce this Declaration pursuant to Article VI, (A), above.

D. Without limiting Owner's liability therefore, the County, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. The County's remedies described in this Article shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

E. In the event a court of competent jurisdiction issues a final, non-appealable order finding that the Owner has failed to materially comply with the terms of this Declaration any costs incurred by the County in so enforcing the terms of this Declaration, including but not limited to court costs, engineering fees, and any costs of restoration necessitated by the Owner's violation of the terms of this Declaration (but excluding any attorneys fees), shall be borne by the Owner.

F. The failure by the County to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

G. Any liability for claims under this Article VI will be determined in accordance with Pennsylvania law. Nothing in this Agreement shall be construed to limit the Commonwealth of Pennsylvania's rights, obligations, claims or defenses that arise as a matter of law or pursuant to

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other provisions of this Declaration. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania.

#### **ARTICLE VII – RELEASE; LIABILITY**

A. During its time of ownership, the Owner agrees to retain all responsibilities and shall bear all costs of any kind related to the ownership, operation, upkeep, and maintenance of the Property. The parties acknowledge that the Commonwealth of Pennsylvania is self-insured and does not maintain insurance coverage. Any other Owner shall maintain adequate comprehensive general liability insurance coverage. The Owner shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by such Owner.

B. Declarant and the County agree that liability regarding claims for injury or damages will be determined in accordance with Pennsylvania law. Nothing in this Agreement shall be construed to limit the Commonwealth of Pennsylvania's rights, obligations, claims or defenses that arise as a matter of law or pursuant to other provisions of this Declaration. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania.

#### **ARTICLE VIII - EXTINGUISHMENT**

A. Subject to Article VIII, Paragraph B, below, if circumstances arise in the future such that it is no longer practicable to keep in place the covenants, conditions and restrictions set forth in this Declaration, or the parties otherwise agree to terminate this Declaration, this Declaration may be terminated in accordance with applicable law.

B.

- (i) In the event that the conditions for termination set forth above at Paragraph A have been satisfied, and the Property is to be sold contingent upon the termination of this Declaration, the proceeds of such sale, after payment of all expenses associated with such sale, shall be distributed in the following order: (a) if the Commonwealth of Pennsylvania is then Owner, to the Commonwealth of Pennsylvania until all outstanding sums issued to pay for the Commonwealth's purchase and any subsequent development of the Property have been repaid; then, to extent of any remaining proceeds (b) to the County in an amount that is the greater of \$1,500,000 or 30% of the sale proceeds net of expenses; then, to the extent of any remaining proceeds, (c) to The Conservation Fund, A Non-Profit Corporation, its successor or assigns, in an amount not to exceed the sum of \$3,725,000 or 60% of the sales proceeds net of expenses, whichever is greater (the "Conservation Fund Contribution"); and (d) the remaining balance, if any, to the Owner.
- (ii) Upon distribution of the sale proceeds in accordance with this Paragraph B, and provided all requirements of law related to termination have satisfied, this Declaration shall terminate.
- (iii) The County shall use any Grant repayments received in a manner consistent with the County Conservation Purposes.

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- (iv) Notwithstanding the foregoing in the event that this Declaration was terminated prior to such sale, all sales proceeds shall be payable to the Owner. In the event of any sale made subject to this Declaration, all sales proceeds shall be payable to the Owner.
  - (v) No payments shall be made to the County or The Conservation Fund, A Non-Profit Corporation pursuant to clause (B)(i) in the event such entity was repaid the original amount of the Grant or the Conservation Fund Contribution, as applicable, prior to the sale of the Property.
- C. The parties shall evidence the termination of this Declaration by executing and recording an appropriate termination document.

#### **ARTICLE IX - NOTICE**

All notices, requests, 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 or to such other address as either party from time to time shall designate by written notice to the other.

**To County:** Chester County Preservation Partnership Program  
Department of Open Space Preservation  
601 Westtown Road, Suite 390  
West Chester, PA 19380-0990

**To the Declarant:** The Conservation Fund, A Non-Profit Corporation  
410 Severn Ave, Suite 204  
Attn: Jodi O'Day, Vice President  
Annapolis, MD 21403

**With A Copy To:** The Conservation Fund, A Non-Profit Corporation  
1655 North Fort Myer Drive, Suite 1300  
Arlington, Virginia 22209  
Attn: General Counsel

#### **ARTICLE X - MISCELLANEOUS**

A. The covenants and restrictions of this Declaration shall run with the land and bind the Property in perpetuity, unless subsequently modified, terminated, or extinguished by written agreement of the parties.

B. Any amendment to this Declaration shall be in writing, signed by the parties and any required Commonwealth signatories, and recorded in the Office of the Recorder of Deeds in and for the County of Chester, Pennsylvania.

C. In the event any Court of competent jurisdiction shall hold any provision of this Declaration invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

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D. This Declaration shall forthwith be recorded in the Office of the Recorder of Deeds in and for the County of Chester, Pennsylvania.

E. The Declarant agrees to abide by, where applicable, specifications for the implementation of signage indicating that the acquisition of the Property was supported by a grant from the Chester County Commissioners Marian Moskowitz, Josh Maxwell, and Michelle Kichline, and DCNR.

F. This Declaration shall be binding upon, and accrue to the benefit of, the parties and their respective successors and assigns.

G. Nothing herein shall be construed to restrict DCNR from carrying out their respective legislatively authorized rights, duties and obligations related to the Property.

H. To the extent of any conflict between the terms of this Declaration and the requirements of the Environmental Stewardship and Watershed Protection Act (Act 68 of 1998), 27 Pa.C.S. Section 6101 et seq., the requirements of such Act shall take precedence.

***IN WITNESS WHEREOF***, and intending to be legally bound hereby, Declarant and the County have executed this Declaration on the day and year first written above.

WITNESS:

THE CONSERVATION FUND, A NON-PROFIT CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_  
Jodi R. O'Day  
Vice-President & Deputy General Counsel

[Signatures Continue  
On Next Page]

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WITNESS:

COUNTY OF CHESTER

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Brianne L. Zanin  
Director, Department of Parks and Open Space  
Preservation

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COMMONWEALTH OF MARYLAND :

: SS

COUNTY OF ANNE ARUNDEL :

On this, the \_\_\_\_\_ day of February, 2020 before me, the undersigned officer, personally appeared Jodi R. O'Day who acknowledged herself to be the Vice President and Regional Counsel of The Conservation Fund a Non-Profit Corporation, and that she as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained.

***IN WITNESS WHEREOF***, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CHESTER :

On this, the \_\_\_\_\_ day of February, 2020 before me, the undersigned officer, personally appeared Brianne L. Zanin who acknowledged herself to be Director of the Chester County Department of Parks and Open Space Preservation, and that she as such and for the purposes therein being authorized to do so, executed the foregoing instrument for the purposes therein contained.

***IN WITNESS WHEREOF***, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
: SS



*Exhibit A*  
**DESCRIPTION OF THE PROPERTY**

All that certain tract of land situate in Elk Township, Chester County, Commonwealth of Pennsylvania, identified as Uniform Parcel Identifier No. 70-5-8 and known as 633 Strickersville Road, as more particularly described below.

(Source of Title: Deed Record B, Volume 64, Page 175)

BEGINNING at a point in the bed and title line of Strickersville Road at 33' wide, said point being a common corner for the phase herein being described and Premises B known as #1 Springlawn Road, now or formerly of Delaware Trust Co. and George Strawbridge, et al. (Deed Record B, Volume 64, Page 175) (U.P.I. 70-5-7), said point being in the southerly terminus of a public trail easement at 33' wide, and further located by the title line of said Strickersville Road, S 69° 30' 51" W, 474.02' from a corner of Phase 2 known as #99 Bullock Road (U.P.I. 72-6-4), in the centerline of Big Elk Creek.

THENCE from the said point of beginning, along the title centerlines of said Strickersville Road, the ten (10) following described courses and distances:

1. S 69° 30' 51" W, 194.36' to a point;
2. S 69° 01' 19" W, 760.00' to a point;
3. S 70° 06' 53" W, 300.00' to a point;
4. S 72° 05' 13" W, 320.00' to a point;
5. S 73° 08' 39" W, 191.16' to a point;
6. S 72° 55' 38" W, 168.84' to a point;
7. S 72° 35' 29" W, 343.22' to a point;
8. S 75° 12' 42" W, 791.22' to a point;
9. S 76° 26' 13" W, 1184.83' to a point; and
10. S 81° 13' 25" W, 364.40' to a point (spike set call), a corner for lands known as #112 Schoolhouse Road, now or formerly of Christ S. King and Anna M. King his wife (Deed Book 9034, Page 527) (U.P.I. 70-5-9);

THENCE by the same, the two (2) following described courses and distances:

**Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request**

1. N 10° 41' 43" E, 1765.62' to a point (stone call); and
2. S 86° 25' 52" W, 1539.62' to a point, said point being a common corner for the phase herein being described, said lands known as #112 Schoolhouse Road, lands known as #111 Schoolhouse Road, and Premises A known as #1001 Chesterville Road;

THENCE by the same, the ten (10) following described courses and distances:

1. N 15° 41' 21" E, 376.60' to a point;
2. N 31° 51' 37" E, 412.83' to a point;
3. N 03° 22' 21" E, 233.11' to a point;
4. N 05° 57' 22" W, 258.81' to a point;
5. N 13° 44' 47" E, 271.14' to a point;
6. N 07° 50' 14" W, 297.19' to a point;
7. N 13° 43' 33" W, 367.71' to a point;
8. N 08° 28' 56" E, 281.55' to a point;
9. N 25° 52' 31" E, 296.59' to a point; and
10. N 07° 24' 24" E, 192.19' to a point in line of said Premises B;

THENCE by the same, the forty-three (43) following described courses and distances:

1. S 23° 44' 01" E, 182.64' to a point;
2. S 16° 28' 43" E, 327.85' to a point;
3. S 28° 20' 22" E, 260.11' to a point;
4. S 35° 51' 55" E, 160.89' to a point;
5. along the arc of a circle curving to the left (radius =180.00') (chord =168.56', chord bearing =S 63° 47' 02" E), an arc distance of 175.42' to a point;
6. N 88° 17' 51" E, 110.71' to a point;
7. along the arc of a circle curving to the left (radius =100.00') (chord =77.14', chord bearing =N 65° 36' 41" E), an arc distance of 79.19' to a point;
8. N 42° 55' 32" E, 126.26' to a point;
9. N 69° 30' 06" E, 325.39' to a point;
10. N 59° 32' 16" E, 225.93' to a point;

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

11. along the arc of a circle curving to the left (radius =215.00') (chord =250.02', chord bearing =N 23° 59' 06" E), an arc distance of 266.82' to a point;
12. along the arc of a circle curving to the right (radius =336.81') (chord =172.60', chord bearing =N 03° 16' 44" E), an arc distance of 174.55' to a point;
13. N 18° 07' 31" E, 185.56' to a point;
14. along the arc of a circle curving to the right (radius =235.00') (chord =275.93', chord bearing =N 54° 04' 35" E), an arc distance of 294.91' to a point;
15. S 89° 58' 22" E, 221.46' to a point;
16. S 89° 55' 31" E, 535.10' to a point;
17. along the arc of a circle curving to the right (radius =150.00') (chord =67.45', chord bearing =S 76° 55' 54" E), an arc distance of 68.03' to a point;
18. S 63° 56' 17" E, 108.82' to a point;
19. S 50° 12' 32" E, 246.80' to a point;
20. along the arc of a circle curving to the right (radius =350.00') (chord =130.71', chord bearing =S 39° 26' 49" E), an arc distance of 131.48' to a point;
21. S 28° 41' 07" E, 356.00' to a point;
22. along the arc of a circle curving to the left (radius =830.00') (chord =129.16', chord bearing =S 33° 08' 52" E), an arc distance of 129.29' to a point;
23. N 90° 00' 00" E, 0.00' to a point;
24. S 37° 36' 37" E, 248.38' to a point;
25. S 10° 26' 17" E, 252.23' to a point;
26. S 54° 42' 00" E, 37.68' to a point;
27. along the arc of a circle curving to the right (radius =425.00') (chord =311.84', chord bearing =S 33° 10' 37" E), an arc distance of 319.30' to a point;
28. S 11° 39' 14" E, 109.67' to a point;
29. S 05° 11' 35" E, 147.17' to a point;
30. S 07° 52' 03" E, 351.37' to a point;
31. along the arc of a circle curving to the left (radius =245.00') (chord =237.24', chord bearing =S 36° 49' 33" E), an arc distance of 247.65' to a point;
32. S 65° 47' 03" E, 243.43' to a point;
33. along the arc of a circle curving to the left (radius =225.00') (chord =105.31', chord bearing =S 79° 19' 04" E), an arc distance of 106.29' to a point;

Rec'd by Rep. Josh Lowen in response to March 4, 2025 DCNR Right To Know Request

34. N 87° 08' 55" E, 85.18' to a point;
35. along the arc of a circle curving to the right (radius =350.00') (chord =168.68', chord bearing =S 78° 54' 28" E), an arc distance of 170.35' to a point;
36. S 64° 57' 51" E, 204.61' to a point;
37. S 71° 02' 26" E, 182.93' to a point;
38. along the arc of a circle curving to the right (radius =425.00') (chord =127.82', chord bearing =S 62° 23' 32" E), an arc distance of 128.30' to a point;
39. S 53° 44' 36" E, 114.99' to a point;
40. along the arc of a circle curving to the right (radius =475.00') (chord =233.25', chord bearing =S 39° 31' 49" E), an arc distance of 235.66' to a point;
41. S 25° 19' 02" E, 200.01' to a point;
42. along the arc of a circle curving to the right (radius =545.00') (chord =176.07', chord bearing =S 16° 01' 17" E), an arc distance of 176.84' to a point; and
43. S 6° 43' 32" E, 177.09' to a point in the said bed and title line of Strickersville Road, the first mentioned point and place of beginning;

CONTAINING [REDACTED] acres of land, be the same more or less.

BEING MORE PARTICULARLY SHOWN as "Phase 3" on the ALTA/NSPS Land Survey dated September 26, and prepared by Transition Engineering Surveying for The Conservation Fund, project number 294.02.01, CAD file Strawbridge\_Ph2\_Base.dwg. Situated in Elk Township, New London Township, and Franklin Township, Chester County, Pennsylvania.

Prepared by and return to:

Fidelity National Title Insurance Company  
1515 Market Street  
Suite 1325  
Philadelphia, PA 19201

File No. 170330PHI

Uniform Parcel Identifier Nos.: 70-5-8

## DEED

THIS DEED executed of this \_\_\_\_ day of \_\_\_\_\_ 2020, to be effective the \_\_\_\_ day of \_\_\_\_\_, 2020;

Between

**THE CONSERVATION FUND, A NON-PROFIT CORPORATION**, a non-profit corporation organized and existing under the laws of the State of Maryland, with offices at 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 (the "Grantor"),

And

**THE COMMONWEALTH OF PENNSYLVANIA, acting by and through the Department of Conservation and Natural Resources**, with an office at 400 Market Street, 7<sup>th</sup> Floor, Harrisburg, Pennsylvania 17105-8767 (the "Grantee")

**WITNESSETH**, that in consideration of **Zero and 00/100 DOLLAR (\$0.00)**, it being the intention of the Grantor to make an absolute gift to the Grantee; and for other valuable and good consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey by gift to the Grantee, its successors and assigns, in its "**AS-IS CONDITION**",

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

ALL that certain tract of land situate in **Elk Township** in Chester County, Pennsylvania which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

**TOGETHER WITH** all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, mineral, timber and other surface and subsurface rights, liberties, privileges, hereditaments and appurtenances, whatsoever belonging, or in anywise appertaining to the Property, and the reversions and remainders, rents, issues and profits hereof; and all the estate, right, title and interest, whatsoever pertaining to the Property.

**SUBJECT TO**, the terms and conditions set forth in the following two documents:

1. a Declaration of Covenants and Conditions having an **effective date of even date herewith**, given by The Conservation Fund, a Non-Profit Corporation, the Grantor herein, to the County of Chester, a Pennsylvania county of the third class and intended to be recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania immediately prior to recordation of this Deed.

**FURTHER SUBJECT TO** all covenants, easements, restrictions and reservations of record and matters that might be revealed by a current and accurate survey of the Property, to all restrictions, conditions, easements and other matters appearing as of record.

**TOGETHER** with all and singular the rights, liberties, privileges, tenements, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and reversions, remainder and remainders, rents, issues and profits thereof;

**AND ALSO** all the estate, right, title and interest, property claim and demand whatsoever, both in law and in equity or otherwise howsoever of the said Grantors of, in and to or out of the said premises, and every part and parcel thereof.

**NOTICE: This Property was acquired with funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department"). The source of the funds is the Keystone Recreation, Park and Conservation Act \_ LT. This Property may not be converted to purposes other than those authorized under the Act for property acquired with Department funds. No change of use and no transfer of ownership, control, or interest in this Property may occur and no encumbrance may be placed on this Property without the written consent of the Department or its successors. The restriction in this paragraph applies to both the surface and subsurface of the Property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the Property and upon all subsequent owners, successors and assigns. This restriction is enforceable by the Department of and its successors.**

**TO HAVE AND TO HOLD** the hereby granted premises, tenements, and hereditaments with all and singular the appurtenances unto the said Grantee and its assigns, to and for the only proper use and behoof of the said Grantee and its successors and assigns forever.

AND the said Grantor hereby covenants and agrees that it will warrant SPECIALLY the property hereby conveyed, except for the matters expressly set forth herein.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of

THE CONSERVATION FUND, A  
NON-PROFIT CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_  
Jodi O'Day, Vice President

State of Maryland :  
County of Anne Arundel : SS:

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public, the undersigned officer, personally appeared **Jodi R. O'Day**, who acknowledges herself to be the **Vice President of The Conservation Fund, a Non-Profit Corporation** organized and existing under the laws of the State of Maryland, Grantor herein, and that being authorized he executed the foregoing instrument for the purposes therein contained, by signing as the Vice President of The Conservation Fund

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

\_\_\_\_\_  
Notary Public



File No. 170330PHI (Phase 3)  
Parcel No. 70-5-8  
Strickersville Road  
Elk township, Chester County, PA

Approved as to Legality and Form:

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Chief Counsel

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence and complete post office address of the within named Grantee is 400 Market Street, 7<sup>th</sup> Floor, Harrisburg, Pennsylvania 17105-8767.

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- - - - - [Space Reserved Below For Recording Information] - - - - -

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

All that certain tract of land situate in Elk Township, Chester County, Commonwealth of Pennsylvania, identified as Uniform Parcel Identifier No. 70-5-8 and known as 633 Strickersville Road, as more particularly described below.

(Source of Title: Deed Record B, Volume 64, Page 175)

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4. S 72° 05' 13" W, 320.00' to a point;
5. S 73° 08' 39" W, 191.16' to a point;
6. S 72° 55' 38" W, 168.84' to a point;
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8. S 75° 12' 42" W, 791.22' to a point;
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THENCE by the same, the two (2) following described courses and distances:

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2. S 86° 25' 52" W, 1539.62' to a point, said point being a common corner for the phase herein being described, said lands known as #112 Schoolhouse Road, lands known as #111 Schoolhouse Road, and Premises A known as #1001 Chesterville Road;

THENCE by the same, the ten (10) following described courses and distances:

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6. N 07° 50' 14" W, 297.19' to a point;
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16. S 89° 55' 31" E, 535.10' to a point;
17. along the arc of a circle curving to the right (radius =150.00') (chord =67.45', chord bearing =S 76° 55' 54" E), an arc distance of 68.03' to a point;
18. S 63° 56' 17" E, 108.82' to a point;
19. S 50° 12' 32" E, 246.80' to a point;
20. along the arc of a circle curving to the right (radius =350.00') (chord =130.71', chord bearing =S 39° 26' 49" E), an arc distance of 131.48' to a point;
21. S 28° 41' 07" E, 356.00' to a point;
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23. N 90° 00' 00" E, 0.00' to a point;
24. S 37° 36' 37" E, 248.38' to a point;
25. S 10° 26' 17" E, 252.23' to a point;
26. S 54° 42' 00" E, 37.68' to a point;
27. along the arc of a circle curving to the right (radius =425.00') (chord =311.84', chord bearing =S 33° 10' 37" E), an arc distance of 319.30' to a point;
28. S 11° 39' 14" E, 109.67' to a point;
29. S 05° 11' 35" E, 147.17' to a point;
30. S 07° 52' 03" E, 351.37' to a point;

31. along the arc of a circle curving to the left (radius =245.00') (chord =237.24', chord bearing =S 36° 49' 33" E), an arc distance of 247.65' to a point;
32. S 65° 47' 03" E, 243.43' to a point;
33. along the arc of a circle curving to the left (radius =225.00') (chord =105.31', chord bearing =S 79° 19' 04" E), an arc distance of 106.29' to a point;
34. N 87° 08' 55" E, 85.18' to a point;
35. along the arc of a circle curving to the right (radius =350.00') (chord =168.68', chord bearing =S 78° 54' 28" E), an arc distance of 170.35' to a point;
36. S 64° 57' 51" E, 204.61' to a point;
37. S 71° 02' 26" E, 182.93' to a point;
38. along the arc of a circle curving to the right (radius =425.00') (chord =127.82', chord bearing =S 62° 23' 32" E), an arc distance of 128.30' to a point;
39. S 53° 44' 36" E, 114.99' to a point;
40. along the arc of a circle curving to the right (radius =475.00') (chord =233.25', chord bearing =S 39° 31' 49" E), an arc distance of 235.66' to a point;
41. S 25° 19' 02" E, 200.01' to a point;
42. along the arc of a circle curving to the right (radius =545.00') (chord =176.07', chord bearing =S 16° 01' 17" E), an arc distance of 176.84' to a point; and
43. S 6° 43' 32" E, 177.09' to a point in the said bed and title line of Strickersville Road, the first mentioned point and place of beginning;

CONTAINING [REDACTED] acres of land, be the same more or less.

BEING MORE PARTICULARY SHOWN as "Phase 3" on the ALTA/NSPS Land Survey dated September 26, and prepared by Transition Engineering Surveying for The Conservation Fund, project number 294.02.01, CAD file Strawbridge\_Ph2\_Base.dwg. Situated in Elk Township, New London Township, and Franklin Township, Chester County, Pennsylvania.

Referred to as Strawbridge II, Phase 3 .

---

**From:** Jodi O'Day [REDACTED]  
**Sent:** Thur 2/6/2020 12:53:20 PM (UTC-05:00)  
**To:** Broucek, Audrey [REDACTED] Rebert, Ashlev [REDACTED] Shepler, Laurie [REDACTED] Deiter, Judy [REDACTED]  
**Cc:** Phillips, Blaine [REDACTED]  
**Subject:** [External] RE: Strawbridge II - Phase 3  
**Attachment:** FinalUpdateCommitment (hyperlinked) rev 2-3-20 170330PHI.pdf

**ATTENTION:** This email message is from an external sender. Do not open links or attachments from unknown sources. To report suspicious email, forward the message as an attachment to [REDACTED]

Audrey and Team

Attached is the update title for the Strawbridge II – Phase 3 Property. There are no changes to title from the previous commitment.

Fingers crossed that we will get the updated Phase I ESA in the next few days.

Jodi

---

**From:** Jodi O'Day  
**Sent:** Monday, February 03, 2020 10:42 AM  
**To:** Broucek, Audrey <[REDACTED]> Rebert, Ashley <[REDACTED]>  
Deiter, Judy <[REDACTED]>  
**Cc:** Blaine Phillips <[REDACTED]>  
**Subject:** Strawbridge II - Phase 3

Per our conference call this morning, I am forwarding for your review the following documents:

1. Phase 3 Deed from Strawbridge to TCF, with DCNR covenant included;
2. Chester County Declaration of Covenants; and
3. Phase 3 Deed from TCF to DCNR, with DCNR covenant included.

I will forward to you the Phase 3 updated Title Commitment and Phase I ESA as soon as they are received.

Please let me know if you have any questions or comments.

Thanks

Jodi

Jodi R. O'Day  
Vice President/Deputy Counsel

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

The Conservation Fund  
410 Severn Avenue, Suite 204  
Annapolis, MD 21403



**FIDELITY NATIONAL TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE**

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**Schedule A**

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- 1. Effective Date:** March 23, 2017      **Commitment No.:** 170330PHI (Phase 3)  
**Amended:** January 6, 2020
- 2. Policy or Policies to be issued:**  
ALTA Owner's Policy - 6/17/06  
**Proposed Insured:** The Conservation Fund, a Non-Profit Corporation and The Commonwealth of Pennsylvania, acting by and through The Department of Conservation and Natural Resources, as their respective interests appear  
**Amount:** \$5,725,000.00
- 3. The estate or interest in the land described or referred to in the Commitment covered herein is:** Fee Simple
- 4. Title to the estate or interest in the land is vested in:**  
George Strawbridge, Jr., individually and BNY Mellon, NA, George Baxter and R. Stewart Strawbridge, Successor Trustees of the Trust under Deed of George Strawbridge, Jr., dated 1-20-1971
- 5. The land referred to in this Commitment is described as follows:**  
  
See Exhibit "A" attached hereto.  
  
FOR INFORMATIONAL PURPOSES ONLY:  
Elk Township, Chester County, PA

**Insurance Fraud Warning**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

This Title Insurance Commitment (the "Commitment") is issued pursuant to the Agreement to Issue Policy contained on the American Title Association (2006) front cover form ("The Form") and is subject to the Conditions and Stipulations stated therein, all of which are incorporated herein. If this copy of the Commitment is not accompanied by the Form, a copy may be obtained from this Company upon request.



## **SCHEDULE B - SECTION 1 REQUIREMENTS**

### **The following are the requirements to be complied with:**

1. Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.  
  
A. DEED FROM: George Strawbridge, Jr., individually and BNY Mellon, NA, George Baxter and R. Stewart Strawbridge, Successor Trustees of the Trust under Deed of George Strawbridge, Jr., dated 1-20-1971  
TO: The Conservation Fund, a Non-Profit Corporation  
DATED: \_\_\_\_\_  
RECORDED: \_\_\_\_\_
2. Payment of full consideration to or for the account of the grantors or mortgagors.
3. Payment of the premiums, fees and charges for the policy.
4. Possible unfiled mechanics liens and municipal claims.
5. Terms of any unrecorded lease or rights of parties in possession.
6. Proof that all natural persons in this transaction are of full age and legally competent.
7. Proof of identity of parties as set forth in Recital.
8. POWERS OF ATTORNEY: If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
9. Proof to be provided that any individuals holding record title have not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this report/commitment. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added. This requirement applies only to individuals and is not applicable if record owner is an LLC, LP, Corporation or other business entity.
10. Prior to settlement, search of statewide support lien system (<http://www.childsupport.state.pa.us>) to be performed to determine the existence of support arrearages, if any. Company or its Agent to be provided with social security numbers of all natural persons that are a party to the transaction so that this search can be performed by the closing officer no more than 30 days in advance of closing.
11. Proof that no parties to this transaction are involved in bankruptcy proceedings; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.



**SCHEDULE B - SECTION 1  
REQUIREMENTS  
(Continued)**

12. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
13. TAXES:  
Receipts for Township, County and School Taxes for the three prior years to be produced.  
Township, County and School Taxes for the current year 2020.  
2019 Assessment \$47,200.00 (Clean & Green)  
Tax ID / Parcel No. 70-5-8
14. WATER AND SEWER RENTS:  
Receipts for Water and Sewer Rents for the three prior years to be produced.  
Water and Sewer Rents for the current year 2019.
15. MECHANICS AND MUNICIPAL CLAIMS: NONE
16. MORTGAGES:  
  
A. Intentionally Omitted.
17. JUDGMENTS: NONE
18. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.
19. Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.
20. Intentionally Omitted.
21. Intentionally Omitted.
22. Intentionally Omitted.
23. Intentionally Omitted.
24. Intentionally Omitted.
25. Last Insured Not Available.



## **SCHEDULE B - SECTION 2 EXCEPTIONS**

**In the event that one or more of the Exceptions listed below references covenants, conditions and/or restrictions, please note that the Exception(s) specifically exclude any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.**

The Policy or Policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company.

1. Intentionally omitted.
2. Intentionally omitted.
3. Intentionally omitted.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and future tax years which are hereafter assessed and are not yet due and payable.
6. Rights of the public and others entitled thereto in and to the use only of that portion of the premises within the bounds of School House Road, T-350 and Strickersville Road, LR 15016.
7. Stream of water flows through premises hereon, subject to rights of other riparian owners abutting stream.
8. Intentionally omitted.
9. Intentionally omitted.
10. Application for Use Value Assessment of Land for Real Estate Tax Purposes Under Act 319 of 1974 - Clean and Green in [Record Book 4215 page 1528](#).
11. Intentionally omitted.
12. Agricultural Security Area Resolution No. 2006-06 in [Record Book 6957 page 1577](#).
13. Elk Township Ordinance No. 2007-05 an Ordinance Vacating Township Road T-354 in [Record Book 7308 page 70](#).
14. Agreement for Vacation of Township Road T-354 Springlawn Road in [Record Book 7308 page 124](#).
15. Grant of Public Trail Easement in [Record Book 7308 page 139](#).



**SCHEDULE B - SECTION 2  
EXCEPTIONS  
(Continued)**

16. Agricultural Security Area Resolution No. 2013-04 in [Record Book 8799 page 1294](#).

NOTE: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.



**EXHIBIT A**

All that certain parcel of land situate in the Township of Elk, County of Chester and Commonwealth of Pennsylvania, described by the following legal description based upon the ALTA/NSPS Land Title Survey prepared by Transition Engineering Surveying dated September 26, 2017, project number 294.02.01. Situated in Elk Township, New London Township, and Franklin Township, Chester County, Pennsylvania:

Phase 3 (U.P.I. 70-5-8), known as #633 Strickersville Road (Source of Title: Deed Record B, Volume 64, Page 175).

BEGINNING at a point in the bed and title line of Strickersville Road at 33' wide, said point being a common corner for the phase herein being described and Premises B known as #1 Springlawn Road, now or formerly of Delaware Trust Co. and George Strawbridge, et al. (Deed Record B, Volume 64, Page 175) (U.P.I. 70-5-7), said point being in the southerly terminus of a public trail easement at 33' wide, and further located by the title line of said Strickersville Road, S 69° 30' 51" W, 474.02' from a corner of Phase 2 known as #99 Bullock Road (U.P.I. 72-6-4), in the centerline of Big Elk Creek.

THENCE from the said point of beginning, along the title centerlines of said Strickersville Road, the ten (10) following described courses and distances:

1. S 69° 30' 51" W, 194.36' to a point;
2. S 69° 01' 19" W, 760.00' to a point;
3. S 70° 06' 53" W, 300.00' to a point;
4. S 72° 05' 13" W, 320.00' to a point;
5. S 73° 08' 39" W, 191.16' to a point;
6. S 72° 55' 38" W, 168.84' to a point;
7. S 72° 35' 29" W, 343.22' to a point;
8. S 75° 12' 42" W, 791.22' to a point;
9. S 76° 26' 13" W, 1184.83' to a point; and
10. S 81° 13' 25" W, 364.40' to a point (spike set call), a corner for lands known as #112 Schoolhouse Road, now or formerly of Christ S. King and Anna M. King his wife (Deed Book 9034, Page 527) (U.P.I. 70-5-9);

THENCE by the same, the two (2) following described courses and distances:

1. N 10° 41' 43" E, 1765.62' to a point (stone call); and
2. S 86° 25' 52" W, 1539.62' to a point, said point being a common corner for the phase herein being described, said lands known as #112 Schoolhouse Road, lands known as #111 Schoolhouse Road, and Premises A known as #1001 Chesterville Road;

THENCE by the same, the ten (10) following described courses and distances:

1. N 15° 41' 21" E, 376.60' to a point;
2. N 31° 51' 37" E, 412.83' to a point;
3. N 03° 22' 21" E, 233.11' to a point;
4. N 05° 57' 22" W, 258.81' to a point;
5. N 13° 44' 47" E, 271.14' to a point;
6. N 07° 50' 14" W, 297.19' to a point;
7. N 13° 43' 33" W, 367.71' to a point;
8. N 08° 28' 56" E, 281.55' to a point;
9. N 25° 52' 31" E, 296.59' to a point; and



## EXHIBIT A (Continued)

10. N 07° 24' 24" E, 192.19' to a point in line of said Premises B;

THENCE by the same, the forty-three (43) following described courses and distances:

1. S 23° 44' 01" E, 182.64' to a point;
2. S 16° 28' 43" E, 327.85' to a point;
3. S 28° 20' 22" E, 260.11' to a point;
4. S 35° 51' 55" E, 160.89' to a point;
5. along the arc of a circle curving to the left (radius =180.00') (chord =168.56', chord bearing =S 63° 47' 02" E), an arc distance of 175.42' to a point;
6. N 88° 17' 51" E, 110.71' to a point;
7. along the arc of a circle curving to the left (radius =100.00') (chord =77.14', chord bearing =N 65° 36' 41" E), an arc distance of 79.19' to a point;
8. N 42° 55' 32" E, 126.26' to a point;
9. N 69° 30' 06" E, 325.39' to a point;
10. N 59° 32' 16" E, 225.93' to a point;
11. along the arc of a circle curving to the left (radius =215.00') (chord =250.02', chord bearing =N 23° 59' 06" E), an arc distance of 266.82' to a point;
12. along the arc of a circle curving to the right (radius =336.81') (chord =172.60', chord bearing =N 03° 16' 44" E), an arc distance of 174.55' to a point;
13. N 18° 07' 31" E, 185.56' to a point;
14. along the arc of a circle curving to the right (radius =235.00') (chord =275.93', chord bearing =N 54° 04' 35" E), an arc distance of 294.91' to a point;
15. S 89° 58' 22" E, 221.46' to a point;
16. S 89° 55' 31" E, 535.10' to a point;
17. along the arc of a circle curving to the right (radius =150.00') (chord =67.45', chord bearing =S 76° 55' 54" E), an arc distance of 68.03' to a point;
18. S 63° 56' 17" E, 108.82' to a point;
19. S 50° 12' 32" E, 246.80' to a point;
20. along the arc of a circle curving to the right (radius =350.00') (chord =130.71', chord bearing =S 39° 26' 49" E), an arc distance of 131.48' to a point;
21. S 28° 41' 07" E, 356.00' to a point;
22. along the arc of a circle curving to the left (radius =830.00') (chord =129.16', chord bearing =S 33° 08' 52" E), an arc distance of 129.29' to a point;
23. N 90° 00' 00" E, 0.00' to a point;
24. S 37° 36' 37" E, 248.38' to a point;
25. S 10° 26' 17" E, 252.23' to a point;
26. S 54° 42' 00" E, 37.68' to a point;
27. along the arc of a circle curving to the right (radius =425.00') (chord =311.84', chord bearing =S 33° 10' 37" E), an arc distance of 319.30' to a point;
28. S 11° 39' 14" E, 109.67' to a point;
29. S 05° 11' 35" E, 147.17' to a point;
30. S 07° 52' 03" E, 351.37' to a point;
31. along the arc of a circle curving to the left (radius =245.00') (chord =237.24', chord bearing =S 36° 49' 33" E), an arc distance of 247.65' to a point;
32. S 65° 47' 03" E, 243.43' to a point;
33. along the arc of a circle curving to the left (radius =225.00') (chord =105.31', chord bearing =S 79° 19' 04" E), an arc distance of 106.29' to a point;
34. N 87° 08' 55" E, 85.18' to a point;



## EXHIBIT A (Continued)

35. along the arc of a circle curving to the right (radius =350.00') (chord =168.68', chord bearing =S 78° 54' 28" E), an arc distance of 170.35' to a point;
36. S 64° 57' 51" E, 204.61' to a point;
37. S 71° 02' 26" E, 182.93' to a point;
38. along the arc of a circle curving to the right (radius =425.00') (chord =127.82', chord bearing =S 62° 23' 32" E), an arc distance of 128.30' to a point;
39. S 53° 44' 36" E, 114.99' to a point;
40. along the arc of a circle curving to the right (radius =475.00') (chord =233.25', chord bearing =S 39° 31' 49" E), an arc distance of 235.66' to a point;
41. S 25° 19' 02" E, 200.01' to a point;
42. along the arc of a circle curving to the right (radius =545.00') (chord =176.07', chord bearing =S 16° 01' 17" E), an arc distance of 176.84' to a point; and
43. S 6° 43' 32" E, 177.09' to a point in the said bed and title line of Strickersville Road, the first mentioned point and place of beginning;

CONTAINING with said described metes and bounds [REDACTED] acres of land, be the same more or less.

TOGETHER WITH the rights and benefits as set forth in [Deed Book X 14 page 515](#).

Being part of the same premises which Springlawn Corporation, a Pennsylvania corporation by Deed dated 10-18-1978 and recorded 10-21-1978 in Chester County in [Deed Book W 53 Page 573](#) conveyed unto George Strawbridge, Jr., Individually, an undivided seventy (70%) percent interest and Girard Bank, George Strawbridge, Sr. and Charles H. Norris, Jr., Trustees under Deed of Trust of George Strawbridge, Jr., dated 1-20-1971, the remaining thirty (30%) percent interest as a tenancy in common as to the whole thereof, in fee.

Also being part of the same premises which vested in Delaware Trust Company, George Strawbridge and William C. Lickle, Trustees under Deed of George Strawbridge, Jr. dated January 20, 1971, thirty percent interest, by Certificate of Award of Real Estate, Trust Inter Vivos: George Strawbridge, Jr., Settlor No. 84664 by the Orphans' Court Division of the Court of Common Pleas for the County of Montgomery dated 8-7-1984 and recorded 8-23-1984 in [Deed Book B 64 page 175](#).



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**From:** Broucek, Audrey [REDACTED]  
**Sent:** Fri 2/7/2020 2:53:10 PM (UTC-05:00)  
**To:** Jodi O'Day [REDACTED] Rebert, Ashley [REDACTED]  
Redding, Mike [REDACTED]  
**Cc:** Phillips, Blaine [REDACTED]  
**Subject:** RE: [External] Strawbridge II - Phase 3  
**Attachment:** Declaration.Covenants.Phase3.DraftNo.1 County Comments DCNR Red KMR.doc  
**Attachment:** Deed.Strawbridgell.TCF.DCNRGiftTransferPhase3 DCNR Red KMR.doc  
**Attachment:** StrawbridgellPhase3.Acquisition Deed DCNR Red.doc

Hi Jodi,

Attached please find DCNR's proposed edits to the documents you provided for the Strawbridge II, Phase 3 closing. If you have any questions, please feel free to let us know. We look forward to receiving the updated Phase I ESA soon.

Have a nice weekend!

Audrey J. Broucek  
Assistant Counsel for Conservation and Natural Resources  
Governor's Office of General Counsel  
400 Market St., Rachel Carson Bldg, 7th Floor  
P.O. Box 8767, Harrisburg, PA 17105  
Phone: [REDACTED]  
Fax: [REDACTED]  
[www.dcnr.pa.gov](http://www.dcnr.pa.gov)  
[www.ogc.pa.gov](http://www.ogc.pa.gov)

**PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION  
ATTORNEY WORK PRODUCT**

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**From:** Jodi O'Day <[REDACTED]>  
**Sent:** Monday, February 3, 2020 10:42 AM  
**To:** Broucek, Audrey <[REDACTED]> Rebert, Ashley <[REDACTED]> Shepler, Laurie <[REDACTED]>  
Deiter, Judy <[REDACTED]>  
**Cc:** Phillips, Blaine <[REDACTED]>  
**Subject:** [External] Strawbridge II - Phase 3

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request



***ATTENTION:*** This email message is from an external sender. Do not open links or attachments from unknown sources. To report suspicious email, forward the message as an attachment to [REDACTED]

Per our conference call this morning, I am forwarding for your review the following documents:

1. Phase 3 Deed from Strawbridge to TCF, with DCNR covenant included;
2. Chester County Declaration of Covenants; and
3. Phase 3 Deed from TCF to DCNR, with DCNR covenant included.

I will forward to you the Phase 3 updated Title Commitment and Phase I ESA as soon as they are received.

Please let me know if you have any questions or comments.

Thanks

Jodi

Jodi R. O'Day  
Vice President/Deputy Counsel  
The Conservation Fund  
410 Severn Avenue, Suite 204  
Annapolis, MD 21403  
[REDACTED]

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(Strawbridge II, Phase 3)

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** (this “Declaration”) is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020, to be effective this \_\_\_\_ day of March, 2020, by THE CONSERVATION FUND, A NON-PROFIT CORPORATION, a Maryland corporation having its principal office at 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 (the “Declarant”), and the COUNTY OF CHESTER, a Pennsylvania county of the third class, having its principal office at 313 West Market Street, West Chester, PA 19380 (the “County”).

### BACKGROUND

**WHEREAS**, counties are authorized to acquire interests in real property to protect and conserve natural or scenic resources, to protect scenic areas, to preserve sites of historic, geologic or botanic interest, to promote sound, cohesive and efficient land development by preserving open spaces between communities, and for purposes consistent with the terms of the Pennsylvania Open Space Lands Act, Pa. Stat. Ann. Title 32, Section 5001 *et seq*; and

**WHEREAS**, Declarant represents and warrants that it is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation and protection of land in its natural condition; and

**WHEREAS**, the Commissioners of Chester County have designated funds under the Chester County Preservation Partnership Program (the “Preservation Partnership Program”) to promote the health, safety and public welfare of the citizens of Chester County by providing grants to eligible conservancies and municipalities for the acquisition and preservation of significant natural resources (“County Conservation Purposes”); and

**WHEREAS**, pursuant to the guidelines and criteria of the Preservation Partnership Program, Declarant received a grant from the Preservation Partnership Program (the “Grant”) to assist it in acquiring a fee simple interest to preserve the conservation values of the Property (as defined below); and

**WHEREAS**, the Property possesses significant natural, scenic, open space, historical, educational, and/or recreational values (collectively, “Conservation Values”) of great importance to Declarant, the people of Chester County, and the people of the Commonwealth of Pennsylvania, the preservation and conservation of which will yield significant public benefit; and

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**WHEREAS**, the specific Conservation Values of the Property are documented in the "Phase I Environmental Site Assessment" prepared by Ten Bears Environmental Associates Company, dated July 2017, and updated by Ten Bears Environmental on July 2, 2018, and updated again on \_\_\_\_\_, 2020; and the "ALTA/NSPS Land Title Survey for the Strawbridge Phase II Property situated in New London, Franklin and Elk Townships, Chester County, Pennsylvania" prepared by Transition Engineering Surveying, dated September 26, 2017, both on file at the offices of the Declarant and incorporated herein by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of the Declarant's purchase of the Property and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Declaration; and

**WHEREAS**, by deed dated on or about the effective date of this Declaration, and intended to be recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania (the "Recorder's Office"), Declarant acquired the Property; and

**WHEREAS**, Declarant desires to transfer the Property to the Commonwealth of Pennsylvania, as indicated in Declarant's application for grant funding under the Preservation Partnership Program; and

**WHEREAS**, Declarant desires to execute this Declaration to ensure preservation of the Conservation Values of the Property.

**NOW THEREFORE**, intending to be legally bound hereby, Declarant hereby declares that the Property shall be utilized perpetually for Open Space Purposes only (as defined at Article II, below), subject to further restrictions of use more particularly described below in Article III. The Property shall be subject to the restrictions set forth in this Declaration which are for the purpose of insuring a continuous use of the Property for the purposes indicated and which restrictions or covenants shall run with the Property.

## **ARTICLE I - DEFINITIONS**

The following words and terms which are used in this Declaration shall have the following meanings:

A. "Commonwealth of Pennsylvania" refers to the Commonwealth of Pennsylvania and its agencies, departments, boards, and commissions, including but not limited to the Department of Conservation and Natural Resources ("DCNR").

B. "Property" shall mean that certain tract of ground situate in Elk Township, Chester County, Pennsylvania containing collectively [REDACTED] acres of land more or less more particularly described in the legal description prepared by Transition Engineering Surveying dated September 26, 2017, attached hereto as Exhibit "A," and identified as Chester County uniform parcel identifier numbers 70-5-8.

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## **ARTICLE II – RESTRICTIONS RUNNING TO THE BENEFIT OF THE COUNTY AS REQUIRED UNDER THE PRESERVATION PARTNERSHIP PROGRAM**

A. The use of the Property as defined in this Declaration shall be restricted to open space, agricultural, forestal, park, recreation, natural resource conservation, or public access purposes, including but not limited to such purposes and uses authorized for state park land pursuant to the Conservation and Natural Resources Act, 71 P.S. Section [REDACTED] as amended from time to time (all such authorized purposes and uses, the “Open Space Purposes”).

B. Specifically prohibited are:

- (i) The disposal on or under the Property of sewage effluent generated off-site, including off-site generated sewage effluent at any stage of treatment or post-treatment using any technology. This prohibition includes, but is not limited to, spray or drip irrigation;
- (ii) Cellular towers;
- (iii) The conveyance of surface or groundwater resources from the Property for commercial or consumptive purposes (including public or private companies or authorities); and
- (iv) The placement on site of any composting materials, waste products, or any other similar items that are generated off site, for any reason including disposal or processing.

## **ARTICLE III - DENSITY LIMITATIONS**

The Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Declaration for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Declaration shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

## **ARTICLE IV - NOTICE OF CERTAIN ACTIVITIES**

In order to monitor compliance with the Open Space Purposes, Declarant and its successors and assigns as owner of all or a portion of the Property (including, without limitation DCNR) (hereafter an “Owner”), shall notify (hereafter “Owner’s Notice”) the County, in writing, no less than sixty (60) days prior to undertaking any activities that would reasonably be expected to materially alter the Property. Such activities may include, for example, construction of public access improvements or vegetation management activities that would affect a significant portion of the Property. Owner’s Notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to enable the County to make informed judgments as to its consistency with the Open Space Purposes of this Declaration.

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## ARTICLE V - SUBSEQUENT TRANSFERS

Declarant and each subsequent Owner agree to incorporate the terms of this Declaration in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Declarant further agrees to give written notice to the County of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Declarant to perform any act required by this paragraph shall not impair the validity of this Declaration or limit its enforceability in any way. The County acknowledges that it has been notified of the intended transfer of the Property by Declarant to DCNR, and that no further notice of such transfer is required. Upon transfer of the Property by an Owner, the Owner shall have no further responsibility or liability for any violations of this Declaration arising subsequent to the date of such transfer, or any responsibility to enforce the provisions of this Declaration.

## ARTICLE VI - ENFORCEMENT

A. The County shall have the right and power to enforce this Declaration against the Owner or any person or persons violating or attempting to violate any provision of this Declaration, by any proceedings at law or in equity to restrain violations and/or to recover damages.

B. If the County determines that the Owner is in violation of the terms of this Declaration or that a violation is threatened, the County shall provide written notice to the Owner of such violation and demand corrective actions sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the permitted uses of this Declaration, to restore that portion of the Property so injured.

C. If the Owner fails to cure the violation within thirty (30) days after the receipt of written notice thereof from the County or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the County may enforce this Declaration pursuant to Article VI, (A), above.

D. Without limiting Owner's liability therefore, the County, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. The County's remedies described in this Article shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

E. In the event a court of competent jurisdiction issues a final, non-appealable order finding that the Owner has failed to materially comply with the terms of this Declaration any costs incurred by the County in so enforcing the terms of this Declaration, including but not limited to court costs, engineering fees, and any costs of restoration necessitated by the Owner's violation of the terms of this Declaration (but excluding any attorneys fees), shall be borne by the Owner.

F. The failure by the County to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

G. Any liability for claims under this Article VI will be determined in accordance with Pennsylvania law. Nothing in this Agreement shall be construed to limit the Commonwealth of Pennsylvania's rights, obligations, claims or defenses that arise as a matter of law or pursuant to

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other provisions of this Declaration. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania.

#### **ARTICLE VII – RELEASE; LIABILITY**

A. During its time of ownership, the Owner agrees to retain all responsibilities and shall bear all costs of any kind related to the ownership, operation, upkeep, and maintenance of the Property. The parties acknowledge that the Commonwealth of Pennsylvania is self-insured and does not maintain insurance coverage. Any other Owner shall maintain adequate comprehensive general liability insurance coverage. The Owner shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by such Owner.

B. Declarant and the County agree that liability regarding claims for injury or damages will be determined in accordance with Pennsylvania law. Nothing in this Agreement shall be construed to limit the Commonwealth of Pennsylvania's rights, obligations, claims or defenses that arise as a matter of law or pursuant to other provisions of this Declaration. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania.

#### **ARTICLE VIII - EXTINGUISHMENT**

A. Subject to Article VIII, Paragraph B, below, if circumstances arise in the future such that it is no longer practicable to keep in place the covenants, conditions and restrictions set forth in this Declaration, or the parties otherwise agree to terminate this Declaration, this Declaration may be terminated in accordance with applicable law.

B.

- (i) In the event that the conditions for termination set forth above at Paragraph A have been satisfied, and the Property is to be sold contingent upon the termination of this Declaration, the proceeds of such sale, after payment of all expenses associated with such sale, shall be distributed in the following order: (a) if the Commonwealth of Pennsylvania is the Owner, to the Commonwealth of Pennsylvania until all outstanding sums due with respect to the bonds issued to pay for the Commonwealth's purchase and any subsequent development of the Property have been repaid; then, to extent of any remaining proceeds (b) to the County in an amount that is the greater of \$1,500,000 or 30% of the sale proceeds net of expenses; then, to the extent of any remaining proceeds, (c) to The Conservation Fund, A Non-Profit Corporation, its successor or assigns, in an amount not to exceed the sum of \$3,725,000 or 60% of the sales proceeds net of expenses, whichever is greater (the "Conservation Fund Contribution"); and (d) the remaining balance, if any, to the Owner.
- (ii) Upon distribution of the sale proceeds in accordance with this Paragraph B, and provided all requirements of law related to termination have satisfied, this Declaration shall terminate.
- (iii) The County shall use any Grant repayments received in a manner consistent with the County Conservation Purposes.

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- (iv) Notwithstanding the foregoing in the event that this Declaration was terminated prior to such sale, all sales proceeds shall be payable to the Owner. In the event of any sale made subject to this Declaration, all sales proceeds shall be payable to the Owner.
- (v) No payments shall be made to the County or The Conservation Fund, A Non-Profit Corporation pursuant to clause (B)(i) in the event such entity was repaid the original amount of the Grant or the Conservation Fund Contribution, as applicable, prior to the sale of the Property.

C. The parties shall evidence the termination of this Declaration by executing and recording an appropriate termination document.

#### ARTICLE IX - NOTICE

All notices, requests, 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 or to such other address as either party from time to time shall designate by written notice to the other.

**To County:**

Chester County Preservation Partnership Program  
Department of Open Space Preservation  
601 Westtown Road, Suite 390  
West Chester, PA 19380-0990

**To the Declarant:**

The Conservation Fund, A Non-Profit Corporation  
410 Severn Ave, Suite 204  
Attn: Jodi O'Day, Vice President  
Annapolis, MD 21403

**With A Copy To:**

The Conservation Fund, A Non-Profit Corporation  
1655 North Fort Myer Drive, Suite 1300  
Arlington, Virginia 22209  
Attn: General Counsel

#### ARTICLE X - MISCELLANEOUS

A. The covenants and restrictions of this Declaration shall run with the land and bind the Property in perpetuity, unless subsequently modified, terminated, or extinguished by written agreement of the parties.

B. Any amendment to this Declaration shall be in writing, signed by the parties and any required Commonwealth signatories, and recorded in the Office of the Recorder of Deeds in and for the County of Chester, Pennsylvania.

C. In the event any Court of competent jurisdiction shall hold any provision of this Declaration invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

Rec'd by Rep. John L. Haver in response to March 4, 2025 DCNR Right To Know Request

D. This Declaration shall forthwith be recorded in the Office of the Recorder of Deeds in and for the County of Chester, Pennsylvania.

E. The Declarant agrees to abide by, where applicable, specifications for the implementation of signage indicating that the acquisition of the Property was supported by a grant from the Chester County Commissioners Marian Moskowitz, Josh Maxwell, and Michelle Kichline, and DCNR.

F. This Declaration shall be binding upon, and accrue to the benefit of, the parties and their respective successors and assigns.

G. Nothing herein shall be construed to restrict DCNR from carrying out their respective legislatively authorized rights, duties and obligations related to the Property.

H. To the extent of any conflict between the terms of this Declaration and the requirements of the Environmental Stewardship and Watershed Protection Act (Act 68 of 1998), 27 Pa.C.S. Section 6101 et seq., the requirements of such Act shall take precedence.

***IN WITNESS WHEREOF***, and intending to be legally bound hereby, Declarant and the County have executed this Declaration on the day and year first written above.

WITNESS:

THE CONSERVATION FUND, A NON-PROFIT CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_  
Jodi R. O'Day  
Vice-President & Deputy General Counsel

[Signatures Continue  
On Next Page]

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request



WITNESS:

COUNTY OF CHESTER

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Brianne L. Zanin  
Director, Department of Parks and Open Space  
Preservation

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

COMMONWEALTH OF MARYLAND :

: SS

COUNTY OF ANNE ARUNDEL :

On this, the \_\_\_\_\_ day of February, 2020 before me, the undersigned officer, personally appeared Jodi R. O'Day who acknowledged herself to be the Vice President and Regional Counsel of The Conservation Fund a Non-Profit Corporation, and that she as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained.

***IN WITNESS WHEREOF***, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF CHESTER :

On this, the \_\_\_\_\_ day of February, 2020 before me, the undersigned officer, personally appeared Brianne L. Zanin who acknowledged herself to be Director of the Chester County Department of Parks and Open Space Preservation, and that she as such and for the purposes therein being authorized to do so, executed the foregoing instrument for the purposes therein contained.

***IN WITNESS WHEREOF***, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
 : SS

*Exhibit A*  
**DESCRIPTION OF THE PROPERTY**

All that certain tract of land situated in Elk Township, Chester County, Commonwealth of Pennsylvania, identified as Uniform Parcel Identifier No. 70-5-8 and known as 633 Strickersville Road, as more particularly described below.

(Source of Title: Deed Record B, Volume 64, Page 175)

BEGINNING at a point in the bed and title line of Strickersville Road at 33' wide, said point being a common corner for the phase herein being described and Premises B known as #1 Springlawn Road, now or formerly of Delaware Trust Co. and George Strawbridge, et al. (Deed Record B, Volume 64, Page 175) (U.P.I. 70-5-7), said point being in the southerly terminus of a public trail easement at 33' wide, and further located by the title line of said Strickersville Road, S 69° 30' 51" W, 474.02' from a corner of Phase 2 known as #99 Bullock Road (U.P.I. 72-6-4), in the centerline of Big Elk Creek.

THENCE from the said point of beginning, along the title centerlines of said Strickersville Road, the ten (10) following described courses and distances:

1. S 69° 30' 51" W, 194.36' to a point;
2. S 69° 01' 19" W, 760.00' to a point;
3. S 70° 06' 53" W, 300.00' to a point;
4. S 72° 05' 13" W, 320.00' to a point;
5. S 73° 08' 39" W, 191.16' to a point;
6. S 72° 55' 38" W, 168.84' to a point;
7. S 72° 35' 29" W, 343.22' to a point;
8. S 75° 12' 42" W, 791.22' to a point;
9. S 76° 26' 13" W, 1184.83' to a point; and
10. S 81° 13' 25" W, 364.40' to a point (spike set call), a corner for lands known as #112 Schoolhouse Road, now or formerly of Christ S. King and Anna M. King his wife (Deed Book 9034, Page 527) (U.P.I. 70-5-9);

THENCE by the same, the two (2) following described courses and distances:

**Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request**

1. N 10° 41' 43" E, 1765.62' to a point (stone call); and
2. S 86° 25' 52" W, 1539.62' to a point, said point being a common corner for the phase herein being described, said lands known as #112 Schoolhouse Road, lands known as #111 Schoolhouse Road, and Premises A known as #1001 Chesterville Road;

THENCE by the same, the ten (10) following described courses and distances:

1. N 15° 41' 21" E, 376.60' to a point;
2. N 31° 51' 37" E, 412.83' to a point;
3. N 03° 22' 21" E, 233.11' to a point;
4. N 05° 57' 22" W, 258.81' to a point;
5. N 13° 44' 47" E, 271.14' to a point;
6. N 07° 50' 14" W, 297.19' to a point;
7. N 13° 43' 33" W, 367.71' to a point;
8. N 08° 28' 56" E, 281.55' to a point;
9. N 25° 52' 31" E, 296.59' to a point; and
10. N 07° 24' 24" E, 192.19' to a point in line of said Premises B;

THENCE by the same, the forty-three (43) following described courses and distances:

1. S 23° 44' 01" E, 182.64' to a point;
2. S 16° 28' 43" E, 327.85' to a point;
3. S 28° 20' 22" E, 260.11' to a point;
4. S 35° 51' 55" E, 160.89' to a point;
5. along the arc of a circle curving to the left (radius =180.00') (chord =168.56', chord bearing =S 63° 47' 02" E), an arc distance of 175.42' to a point;
6. N 88° 17' 51" E, 110.71' to a point;
7. along the arc of a circle curving to the left (radius =100.00') (chord =77.14', chord bearing =N 65° 36' 41" E), an arc distance of 79.19' to a point;
8. N 42° 55' 32" E, 126.26' to a point;
9. N 69° 30' 06" E, 325.39' to a point;
10. N 59° 32' 16" E, 225.93' to a point;

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

11. along the arc of a circle curving to the left (radius =215.00') (chord =250.02', chord bearing =N 23° 59' 06" E), an arc distance of 266.82' to a point;
12. along the arc of a circle curving to the right (radius =336.81') (chord =172.60', chord bearing =N 03° 16' 44" E), an arc distance of 174.55' to a point;
13. N 18° 07' 31" E, 185.56' to a point;
14. along the arc of a circle curving to the right (radius =235.00') (chord =275.93', chord bearing =N 54° 04' 35" E), an arc distance of 294.91' to a point;
15. S 89° 58' 22" E, 221.46' to a point;
16. S 89° 55' 31" E, 535.10' to a point;
17. along the arc of a circle curving to the right (radius =150.00') (chord =67.45', chord bearing =S 76° 55' 54" E), an arc distance of 68.03' to a point;
18. S 63° 56' 17" E, 108.82' to a point;
19. S 50° 12' 32" E, 246.80' to a point;
20. along the arc of a circle curving to the right (radius =350.00') (chord =130.71', chord bearing =S 39° 26' 49" E), an arc distance of 131.48' to a point;
21. S 28° 41' 07" E, 356.00' to a point;
22. along the arc of a circle curving to the left (radius =830.00') (chord =129.16', chord bearing =S 33° 08' 52" E), an arc distance of 129.29' to a point;
23. N 90° 00' 00" E, 0.00' to a point;
24. S 37° 36' 37" E, 248.38' to a point;
25. S 10° 26' 17" E, 252.23' to a point;
26. S 54° 42' 00" E, 37.68' to a point;
27. along the arc of a circle curving to the right (radius =425.00') (chord =311.84', chord bearing =S 33° 10' 37" E), an arc distance of 319.30' to a point;
28. S 11° 39' 14" E, 109.67' to a point;
29. S 05° 11' 35" E, 147.17' to a point;
30. S 07° 52' 03" E, 351.37' to a point;
31. along the arc of a circle curving to the left (radius =245.00') (chord =237.24', chord bearing =S 36° 49' 33" E), an arc distance of 247.65' to a point;
32. S 65° 47' 03" E, 243.43' to a point;
33. along the arc of a circle curving to the left (radius =225.00') (chord =105.31', chord bearing =S 79° 19' 04" E), an arc distance of 106.29' to a point;

Rec'd by Rep. Josh Layman in response to M629-4, 2025 DCNR Right To Know Request

34. N 87° 08' 55" E, 85.18' to a point;
35. along the arc of a circle curving to the right (radius =350.00') (chord =168.68', chord bearing =S 78° 54' 28" E), an arc distance of 170.35' to a point;
36. S 64° 57' 51" E, 204.61' to a point;
37. S 71° 02' 26" E, 182.93' to a point;
38. along the arc of a circle curving to the right (radius =425.00') (chord =127.82', chord bearing =S 62° 23' 32" E), an arc distance of 128.30' to a point;
39. S 53° 44' 36" E, 114.99' to a point;
40. along the arc of a circle curving to the right (radius =475.00') (chord =233.25', chord bearing =S 39° 31' 49" E), an arc distance of 235.66' to a point;
41. S 25° 19' 02" E, 200.01' to a point;
42. along the arc of a circle curving to the right (radius =545.00') (chord =176.07', chord bearing =S 16° 01' 17" E), an arc distance of 176.84' to a point; and
43. S 6° 43' 32" E, 177.09' to a point in the said bed and title line of Strickersville Road, the first mentioned point and place of beginning;

CONTAINING [REDACTED] acres of land, be the same more or less.

BEING MORE PARTICULARLY SHOWN as "Phase 3" on the ALTA/NSPS Land Survey dated September 26, 2017 and prepared by Transition Engineering Surveying for The Conservation Fund, project number 294.02.01, CAD file Strawbridge\_Ph2\_Base.dwg. situated in Elk Township, New London Township, and Franklin Township, Chester County, Pennsylvania.

Referred to as Strawbridge II, Phase 3.

Prepared by and return to:

Fidelity National Title Insurance Company  
1515 Market Street  
Suite 1325  
Philadelphia, PA 19201

File No. 170330PHI

Uniform Parcel Identifier Nos.: 70-5-8

## DEED

THIS DEED executed of this \_\_\_\_ day of \_\_\_\_\_ 2020, to be effective the \_\_\_\_ day of \_\_\_\_\_, 2020;

Between

**THE CONSERVATION FUND, A NON-PROFIT CORPORATION**, a non-profit corporation organized and existing under the laws of the State of Maryland, with offices at 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 (the "Grantor"),

And

**THE COMMONWEALTH OF PENNSYLVANIA, acting by and through the Department of Conservation and Natural Resources**, with an office at 400 Market Street, 7<sup>th</sup> Floor, Harrisburg, Pennsylvania 17105-8767 (the "Grantee")

**WITNESSETH**, that in consideration of **Zero and 00/100 DOLLAR (\$0.00)**, it being the intention of the Grantor to make an absolute gift to the Grantee; and for other valuable and good consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey by gift to the Grantee, its successors and assigns, in its "**AS-IS CONDITION**",

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request



ALL that certain tract of land situated in **Elk Township**, Chester County, Pennsylvania which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

**TOGETHER WITH** all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, mineral, timber and other surface and subsurface rights, liberties, privileges, hereditaments and appurtenances, whatsoever belonging, or in anywise appertaining to the Property, and the reversions and remainders, rents, issues and profits hereof; and all the estate, right, title and interest, whatsoever pertaining to the Property.

**SUBJECT TO**, the terms and conditions set forth in the following document:

1. a Declaration of Covenants and Conditions having an **effective date of even date herewith**, given by The Conservation Fund, a Non-Profit Corporation, the Grantor herein, to the County of Chester, a Pennsylvania county of the third class and intended to be recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania immediately prior to recordation of this Deed.

**FURTHER SUBJECT TO** all covenants, easements, restrictions and reservations of record and matters that might be revealed by a current and accurate survey of the Property, to all restrictions, conditions, easements and other matters appearing as of record.

**TOGETHER** with all and singular the rights, liberties, privileges, tenements, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and reversions, remainder and remainders, rents, issues and profits thereof;

**AND ALSO** all the estate, right, title and interest, property claim and demand whatsoever, both in law and in equity or otherwise howsoever of the said Grantors of, in and to or out of the said premises, and every part and parcel thereof.

**NOTICE: This Property was acquired with funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department"). The source of the funds is the Keystone Recreation, Park and Conservation Act. This Property may not be converted to purposes other than those authorized under the Act for property acquired with Department funds. No change of use and no transfer of ownership, control, or interest in this Property may occur and no encumbrance may be placed on this Property without the written consent of the Department or its successors. The restriction in this paragraph applies to both the surface and subsurface of the Property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the Property and upon all subsequent owners, successors and assigns. This restriction is enforceable by the Department and its successors.**

**TO HAVE AND TO HOLD** the hereby granted premises, tenements, and hereditaments with all and singular the appurtenances unto the said Grantee and its assigns, to and for the only proper use and behoof of the said Grantee and its successors and assigns forever.

AND the said Grantor hereby covenants and agrees that it will warrant SPECIALLY the property hereby conveyed, except for the matters expressly set forth herein.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of

THE CONSERVATION FUND, A  
NON-PROFIT CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_  
Jodi O'Day, Vice President

State of Maryland :  
County of Anne Arundel : SS:

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public, the undersigned officer, personally appeared **Jodi R. O'Day**, who acknowledges herself to be the **Vice President of The Conservation Fund, a Non-Profit Corporation** organized and existing under the laws of the State of Maryland, Grantor herein, and that being authorized he executed the foregoing instrument for the purposes therein contained, by signing as the Vice President of The Conservation Fund

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

\_\_\_\_\_  
Notary Public

File No. 170330PHI (Phase 3)  
Parcel No. 70-5-8  
Strickersville Road  
Elk Township, Chester County, PA

Approved as to Legality and Form:

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Chief Counsel

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence and complete post office address of the within named Grantee is 400 Market Street, 7<sup>th</sup> Floor, Harrisburg, Pennsylvania 17105-8767.

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- - - - - [Space Reserved Below For Recording Information] - - - - -

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

All that certain tract of land situated in Elk Township, Chester County, Commonwealth of Pennsylvania, identified as Uniform Parcel Identifier No. 70-5-8 and known as 633 Strickersville Road, as more particularly described below.

(Source of Title: Deed Record B, Volume 64, Page 175)

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9. S 76° 26' 13" W, 1184.83' to a point; and
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THENCE by the same, the two (2) following described courses and distances:

1. N 10° 41' 43" E, 1765.62' to a point (stone call); and
2. S 86° 25' 52" W, 1539.62' to a point, said point being a common corner for the phase herein being described, said lands known as #112 Schoolhouse Road, lands known as #111 Schoolhouse Road, and Premises A known as #1001 Chesterville Road;

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10. N 07° 24' 24" E, 192.19' to a point in line of said Premises B;

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2. S 16° 28' 43" E, 327.85' to a point;
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5. along the arc of a circle curving to the left (radius =180.00') (chord =168.56', chord bearing =S 63° 47' 02" E), an arc distance of 175.42' to a point;
6. N 88° 17' 51" E, 110.71' to a point;
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10. N 59° 32' 16" E, 225.93' to a point;
11. along the arc of a circle curving to the left (radius =215.00') (chord =250.02', chord bearing =N 23° 59' 06" E), an arc distance of 266.82' to a point;
12. along the arc of a circle curving to the right (radius =336.81') (chord =172.60', chord bearing =N 03° 16' 44" E), an arc distance of 174.55' to a point;
13. N 18° 07' 31" E, 185.56' to a point;
14. along the arc of a circle curving to the right (radius =235.00') (chord =275.93', chord bearing =N 54° 04' 35" E), an arc distance of 294.91' to a point;
15. S 89° 58' 22" E, 221.46' to a point;
16. S 89° 55' 31" E, 535.10' to a point;
17. along the arc of a circle curving to the right (radius =150.00') (chord =67.45', chord bearing =S 76° 55' 54" E), an arc distance of 68.03' to a point;
18. S 63° 56' 17" E, 108.82' to a point;
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21. S 28° 41' 07" E, 356.00' to a point;
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27. along the arc of a circle curving to the right (radius =425.00') (chord =311.84', chord bearing =S 33° 10' 37" E), an arc distance of 319.30' to a point;
28. S 11° 39' 14" E, 109.67' to a point;
29. S 05° 11' 35" E, 147.17' to a point;
30. S 07° 52' 03" E, 351.37' to a point;

31. along the arc of a circle curving to the left (radius =245.00') (chord =237.24', chord bearing =S 36° 49' 33" E), an arc distance of 247.65' to a point;
32. S 65° 47' 03" E, 243.43' to a point;
33. along the arc of a circle curving to the left (radius =225.00') (chord =105.31', chord bearing =S 79° 19' 04" E), an arc distance of 106.29' to a point;
34. N 87° 08' 55" E, 85.18' to a point;
35. along the arc of a circle curving to the right (radius =350.00') (chord =168.68', chord bearing =S 78° 54' 28" E), an arc distance of 170.35' to a point;
36. S 64° 57' 51" E, 204.61' to a point;
37. S 71° 02' 26" E, 182.93' to a point;
38. along the arc of a circle curving to the right (radius =425.00') (chord =127.82', chord bearing =S 62° 23' 32" E), an arc distance of 128.30' to a point;
39. S 53° 44' 36" E, 114.99' to a point;
40. along the arc of a circle curving to the right (radius =475.00') (chord =233.25', chord bearing =S 39° 31' 49" E), an arc distance of 235.66' to a point;
41. S 25° 19' 02" E, 200.01' to a point;
42. along the arc of a circle curving to the right (radius =545.00') (chord =176.07', chord bearing =S 16° 01' 17" E), an arc distance of 176.84' to a point; and
43. S 6° 43' 32" E, 177.09' to a point in the said bed and title line of Strickersville Road, the first mentioned point and place of beginning;

CONTAINING [REDACTED] acres of land, be the same more or less.

BEING MORE PARTICULARY SHOWN as "Phase 3" on the ALTA/NSPS Land Survey dated September 26, 2017 and prepared by Transition Engineering Surveying for The Conservation Fund, project number 294.02.01, CAD file Strawbridge\_Ph2\_Base.dwg. situated in Elk Township, New London Township, and Franklin Township, Chester County, Pennsylvania.

Referred to as Strawbridge II, Phase 3.



Return to:

Fidelity National Title Insurance Company  
1700 Market Street  
Suite 2100  
Philadelphia, PA 19103

File No: 170330PHI

Tax Parcel Nos.: 70-5-8

**This Indenture** executed as of this \_\_\_\_ day of \_\_\_\_\_, 2020, to be made effective this \_\_\_\_ day of March, 2020;

**Between**

**GEORGE STRAWBRIDGE, JR., individually**

**and**

**BNY MELLON, N.A. (f/k/a Mellon Bank, N.A.), R. STEWART STRAWBRIDGE and  
GEORGE J. BAXTER, Successor Trustees of the Trust under Deed of George  
Strawbridge, Jr., dated 1-20-1971**

(hereinafter called the Grantors), of the one part, and

**THE CONSERVATION FUND, a Non-Profit Corporation**

(hereinafter called the Grantee), of the other part,

**WHEREAS**, the said, George Strawbridge, Jr. executed a written, irrevocable Agreement (Deed) of Trust Dated January 20, 1971, and wherein and whereby he appointed George Strawbridge, Sr., David G. Forman and Girard Trust Bank as trustees and authorized and empowered his said Trustees:

“To sell at public or private sale, to exchange or to lease for any period of time, any real or personal property, and to give options for sales or leases;” and

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

**WHEREAS**, on July 19, 1977 David G. Forman appointed Charles H. Norris, Jr., as his successor trustee and resigned as a trustee of the Trust under Deed of George Strawbridge, Jr. dated January 20, 1971; and

**WHEREAS**, Springlawn Corporation, by indenture dated October 18, 1978 and recorded October 20, 1978 in the office of the recorder of deeds in and for the County of Chester in Deed Book W-53 page 573, granted and conveyed unto George Strawbridge, Jr., individually (as to an undivided 70% interest) and Girard Bank (f/k/a Girard Trust Bank), George Strawbridge, Sr. and Charles H. Norris, trustees under Trust under Deed of George Strawbridge, Jr. dated January 20, 1971 (as to an undivided 30% interest), in fee, certain premises more particularly described in said indenture, and a portion of the premises therein conveyed is part of the premises hereinafter more particularly described as Premises A, B, and E; and

**WHEREAS**, on July 21, 1981 George Strawbridge, Sr., removed Girard Bank (f/k/a Girard Trust Bank) and appointed Delaware Trust Company as the successor corporate trustee of the Trust under Deed of George Strawbridge, Jr. dated January 20, 1971; and

**WHEREAS**, in 1981 Charles H. Norris, Jr., appointed William C. Lickle as his successor trustee and resigned as a trustee of the Trust under Deed of George Strawbridge, Jr. dated January 20, 1971 and the said William C. Lickle accepted said appointment as trustee on July 28, 1981; and

**WHEREAS**, an Adjudication filed in Montgomery County Orphans' Court Division of Court of Common Pleas No. 84664 in re: Trust Inter Vivos: George Strawbridge, Jr., Settlor, and excerpt of Schedule of Distribution recorded August 23, 1984 in Chester County in Deed Book B-64 page 175 awarded the undivided 30% interest in Real Estate unto Delaware Trust Company, George Strawbridge and William C. Lickle, Trustees under Deed of Trust of George Strawbridge, Jr. dated January 20, 1971; and

**WHEREAS**, by Decree of Orphans' Court Division of Court of Common Pleas of Montgomery County, Pennsylvania, dated March 13, 1985, the trustees under Trust under Deed of George Strawbridge, Jr. dated January 20, 1971, were changed to Delaware Trust Company, Dorrance H. Hamilton and George J. Baxter; and

**WHEREAS**, by Removal of Corporate Co-Trustee and Appointment of Successor Corporate Co-Trustee, by Dorrance H. Hamilton and George J. Baxter, trustees, dated December 16, 1998, the First Union National Bank (f/k/a Delaware Trust Company) was replaced as Corporate Co-Trustee of the Trust under Deed of Trust of George Strawbridge, Jr. dated January 20, 1971 by Mellon Bank, N.A.; and

**WHEREAS**, on July 8, 2005 Dorrance H. Hamilton appointed R. Stewart Strawbridge as her successor trustee and resigned as a trustee of the Trust under Deed of George Strawbridge, Jr. dated January 20, 1971 and the said R. Stewart Strawbridge accepted said appointment as trustee on August 1, 2005;

**WHEREAS**, on July 1, 2008, Mellon Bank, N.A. changed its name to BNY Mellon, N.A.; and

**WHEREAS**, Jane F. Trimble by indenture dated March 31, 1997 and recorded April 2, 1997 in the Office of the Recorder of Deeds of Chester County in Record Book 4158, Page 1495, granted and conveyed unto George Strawbridge, Jr., in fee a certain premises more particularly described in said indenture, and the premises therein conveyed is more particularly described herein as Premises C and D; and

**WHEREAS**, Grantor and Grantee have agreed that George Strawbridge, Jr., identified individually as one of Grantors named in this Deed will convey with special warranty his interest in the property described herein on Exhibit A (the "Property"); and BNY Mellon, N.A., R. Stewart Strawbridge and George J. Baxter, identified Grantors in their capacity as trustees in this Deed will convey with title warranties typically provided by trustees, as more fully set forth herein, the Property, as described on Exhibit A; and

**NOW THEREFORE**, for and in consideration of the sum of Five Million Seven Hundred Twenty Five Thousand and 00/100 Dollars (\$5,725,000.00) payment by the Grantee and receipt by the Grantors in lawful money of the United States of America of which is hereby acknowledged, the Grantors hereby have granted and conveyed, bargained and sold, released and confirmed, and by these presents do grant and convey, bargain and sell, release and confirm unto the Grantee:

All that certain tract of land situate in Elk Township, Chester County, Commonwealth of Pennsylvania, which is more particularly described on Exhibit A attached hereto and made a part hereof; and

**TOGETHER WITH** all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, mineral, timber and other surface and subsurface rights, liberties, privileges, hereditaments and appurtenances, whatsoever belonging, or in anywise appertaining to the Property, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever pertaining to the Property at law or in equity.

**TO HAVE AND TO HOLD** the Property, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, and the appurtenances, unto the said Grantee, its successors and assigns forever.

**AND** the said GEORGE STRAWBRIDGE, JR., for himself and his heirs and assigns, does covenants, promises and agrees to and with the said Grantee, its successors and assigns, as to the Property only as described on Exhibit A that he, the said George Strawbridge, Jr., and his heirs and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against him, the said George Strawbridge, Jr., and his heirs and assigns, and against all and every person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under, him, them or any of them, shall and will WARRANT and forever DEFEND.

**AND** the said BNY MELLON, N.A. (f/k/a Mellon Bank, N.A.), R. STEWART STRAWBRIDGE and GEORGE J. BAXTER, Trustees under Deed of Trust of George Strawbridge, Jr. dated January 20, 1971,  
**Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request**

do as to the Property as described on Exhibit A covenant, promise and agree to and with said Grantee, its heirs and assigns, that they, the said Trustees, have not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate, or otherwise howsoever.

**UNDER AND SUBJECT** to the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions given by The Conservation Fund, a Non-Profit Corporation, a Maryland corporation, to the County of Chester, a Pennsylvania county of the third class, of even date herewith, and intended to be recorded in the Chester County Recorder of Deeds Office immediately after this Indenture.

THIS PROPERTY was acquired with funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department"). The source of the funds is the Keystone Recreation, Park and Conservation Fund. This Property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired with Department funds. No change of use and no transfer of ownership, control or interest in the Property may occur, and no encumbrance may be placed on this Property, without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the Property. This restriction has the effect of a covenant running in perpetuity and the land is binding upon the owner(s) of the Property and upon all subsequent owners, successors and assigns. This restriction is enforceable by the Department and its successors.

This Indenture may be signed in two or more counterparts (or with counterpart signature pages) which taken together, shall constitute a full executed indenture and shall be considered a single document. The parties intend that a fully executed Indenture containing the signatures of all of the parties shall be binding on the parties.

***[SIGNATURES BEGIN ON THE FOLLOWING PAGE]***

**In Witness Whereof**, the said Grantors have caused these presents to be duly executed under seal dated the day and year first above written.

George Strawbridge, Jr. \_\_\_\_\_ (SEAL)

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2020, before me, the undersigned, personally appeared George Strawbridge, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
Commission Expires:

BNY Mellon, N.A., (f/k/a Mellon Bank, N.A.), Trustee under Deed of George Strawbridge, Jr., dated 1-20-1971

By: \_\_\_\_\_ (SEAL)  
Name:  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself / herself to be the \_\_\_\_\_ of BNY Mellon N.A., (f/k/a Mellon Bank N.A.), a national banking institution, Trustee under Deed of George Strawbridge, Jr., dated 1-20-1971 and that he / she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the association in the capacity therein stated by himself/herself as such officer.

In Witness Whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
Commission Expires:

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(SEAL)

George Baxter, Trustee under Deed of George Strawbridge, Jr., dated 1-20-1971

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2020, before me, the undersigned, personally appeared George Baxter, Trustee under Deed of George Strawbridge, Jr., dated 1-20-1971, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
Commission Expires:

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\_\_\_\_\_(SEAL)  
R. Stewart Strawbridge, Trustee under Deed of George Strawbridge, Jr., dated 1-20-1971

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2020, before me, the undersigned, personally appeared R. Stewart Strawbridge, Trustee under Deed of George Strawbridge, Jr., dated 1-20-1971, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
Commission Expires:



File No: 170330PHI  
Tax Parcel No. 70-5-8  
Strickersville Road  
Elk Township, Chester County, PA

The complete address of the above named Grantee, The Conservation Fund, a Non-Profit Corporation is:

The Conservation Fund  
1655 North Fort Myer Drive, Suite 1300  
Arlington, Virginia 22209

On behalf of the Grantee:

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

All that certain tract of land situated in Elk Township, Chester County, Commonwealth of Pennsylvania, identified as Uniform Parcel Identifier No. 70-5-8 and known as 633 Strickersville Road, as more particularly described below.

(Source of Title: Deed Record B, Volume 64, Page 175)

BEGINNING at a point in the bed and title line of Strickersville Road at 33' wide, said point being a common corner for the phase herein being described and Premises B known as #1 Springlawn Road, now or formerly of Delaware Trust Co. and George Strawbridge, et al. (Deed Record B, Volume 64, Page 175) (U.P.I. 70-5-7), said point being in the southerly terminus of a public trail easement at 33' wide, and further located by the title line of said Strickersville Road, S 69° 30' 51" W, 474.02' from a corner of Phase 2 known as #99 Bullock Road (U.P.I. 72-6-4), in the centerline of Big Elk Creek.

THENCE from the said point of beginning, along the title centerlines of said Strickersville Road, the ten (10) following described courses and distances:

1. S 69° 30' 51" W, 194.36' to a point;
2. S 69° 01' 19" W, 760.00' to a point;
3. S 70° 06' 53" W, 300.00' to a point;
4. S 72° 05' 13" W, 320.00' to a point;
5. S 73° 08' 39" W, 191.16' to a point;
6. S 72° 55' 38" W, 168.84' to a point;
7. S 72° 35' 29" W, 343.22' to a point;
8. S 75° 12' 42" W, 791.22' to a point;
9. S 76° 26' 13" W, 1184.83' to a point; and
10. S 81° 13' 25" W, 364.40' to a point (spike set call), a corner for lands known as #112 Schoolhouse Road, now or formerly of Christ S. King and Anna M. King his wife (Deed Book 9034, Page 527) (U.P.I. 70-5-9);

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THENCE by the same, the two (2) following described courses and distances:

1. N 10° 41' 43" E, 1765.62' to a point (stone call); and
2. S 86° 25' 52" W, 1539.62' to a point, said point being a common corner for the phase herein being described, said lands known as #112 Schoolhouse Road, lands known as #111 Schoolhouse Road, and Premises A known as #1001 Chesterville Road;

THENCE by the same, the ten (10) following described courses and distances:

1. N 15° 41' 21" E, 376.60' to a point;
2. N 31° 51' 37" E, 412.83' to a point;
3. N 03° 22' 21" E, 233.11' to a point;
4. N 05° 57' 22" W, 258.81' to a point;
5. N 13° 44' 47" E, 271.14' to a point;
6. N 07° 50' 14" W, 297.19' to a point;
7. N 13° 43' 33" W, 367.71' to a point;
8. N 08° 28' 56" E, 281.55' to a point;
9. N 25° 52' 31" E, 296.59' to a point; and
10. N 07° 24' 24" E, 192.19' to a point in line of said Premises B;

THENCE by the same, the forty-three (43) following described courses and distances:

1. S 23° 44' 01" E, 182.64' to a point;
2. S 16° 28' 43" E, 327.85' to a point;
3. S 28° 20' 22" E, 260.11' to a point;
4. S 35° 51' 55" E, 160.89' to a point;
5. along the arc of a circle curving to the left (radius =180.00') (chord =168.56', chord bearing =S 63° 47' 02" E), an arc distance of 175.42' to a point;
6. N 88° 17' 51" E, 110.71' to a point;

7. along the arc of a circle curving to the left (radius =100.00') (chord =77.14', chord bearing =N 65° 36' 41" E), an arc distance of 79.19' to a point;
8. N 42° 55' 32" E, 126.26' to a point;
9. N 69° 30' 06" E, 325.39' to a point;
10. N 59° 32' 16" E, 225.93' to a point;
11. along the arc of a circle curving to the left (radius =215.00') (chord =250.02', chord bearing =N 23° 59' 06" E), an arc distance of 266.82' to a point;
12. along the arc of a circle curving to the right (radius =336.81') (chord =172.60', chord bearing =N 03° 16' 44" E), an arc distance of 174.55' to a point;
13. N 18° 07' 31" E, 185.56' to a point;
14. along the arc of a circle curving to the right (radius =235.00') (chord =275.93', chord bearing =N 54° 04' 35" E), an arc distance of 294.91' to a point;
15. S 89° 58' 22" E, 221.46' to a point;
16. S 89° 55' 31" E, 535.10' to a point;
17. along the arc of a circle curving to the right (radius =150.00') (chord =67.45', chord bearing =S 76° 55' 54" E), an arc distance of 68.03' to a point;
18. S 63° 56' 17" E, 108.82' to a point;
19. S 50° 12' 32" E, 246.80' to a point;
20. along the arc of a circle curving to the right (radius =350.00') (chord =130.71', chord bearing =S 39° 26' 49" E), an arc distance of 131.48' to a point;
21. S 28° 41' 07" E, 356.00' to a point;
22. along the arc of a circle curving to the left (radius =830.00') (chord =129.16', chord bearing =S 33° 08' 52" E), an arc distance of 129.29' to a point;
23. N 90° 00' 00" E, 0.00' to a point;
24. S 37° 36' 37" E, 248.38' to a point;
25. S 10° 26' 17" E, 252.23' to a point;
26. S 54° 42' 00" E, 37.68' to a point;
27. along the arc of a circle curving to the right (radius =425.00') (chord =311.84', chord bearing =S 33° 10' 37" E), an arc distance of 319.30' to a point;
28. S 11° 39' 14" E, 109.67' to a point;

29. S 05° 11' 35" E, 147.17' to a point;
30. S 07° 52' 03" E, 351.37' to a point;
31. along the arc of a circle curving to the left (radius =245.00') (chord =237.24', chord bearing S 36° 49' 33" E), an arc distance of 247.65' to a point;
32. S 65° 47' 03" E, 243.43' to a point;
33. along the arc of a circle curving to the left (radius =225.00') (chord =105.31', chord bearing =S 79° 19' 04" E), an arc distance of 106.29' to a point;
34. N 87° 08' 55" E, 85.18' to a point;
35. along the arc of a circle curving to the right (radius =350.00') (chord =168.68', chord bearing =S 78° 54' 28" E), an arc distance of 170.35' to a point;
36. S 64° 57' 51" E, 204.61' to a point;
37. S 71° 02' 26" E, 182.93' to a point;
38. along the arc of a circle curving to the right (radius =425.00') (chord =127.82', chord bearing S 62° 23' 32" E), an arc distance of 128.30' to a point;
39. S 53° 44' 36" E, 114.99' to a point;
40. along the arc of a circle curving to the right (radius =475.00') (chord =233.25', chord bearing =S 39° 31' 49" E), an arc distance of 235.66' to a point;
41. S 25° 19' 02" E, 200.01' to a point;
42. along the arc of a circle curving to the right (radius =545.00') (chord =176.07', chord bearing =S 16° 01' 17" E), an arc distance of 176.84' to a point; and
43. S 6° 43' 32" E, 177.09' to a point in the said bed and title line of Strickersville Road, the first mentioned point and place of beginning;

CONTAINING [REDACTED] acres of land, be the same more or less.

BEING MORE PARTICULARY SHOWN as "Phase 3" on the ALTA/NSPS Land Survey dated September 26, 2017 and prepared by Transition Engineering Surveying for The Conservation Fund, project number 294.02.01, CAD file Strawbridge\_Ph2\_Base.dwg. situated in Elk Township, New London Township, and Franklin Township, Chester County, Pennsylvania.

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Referred to as Strawbridge II, Phase 3.

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**From:** Redding, Mike [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B0FDD88A29AB49409BF570D33D07DD2C-KEREDDING]  
**Sent:** Mon 3/9/2020 10:50:40 AM (UTC-04:00)  
**To:** Val Keefer [REDACTED]  
**Cc:** Phillips, Blaine [REDACTED]  
**Subject:** RE: [External] FW: Regal Fritillary in your article

Hi Val-

Limited parking is available for the Springlawn Trail along route 841 and on Strickersville Road. Other parking is simply roadside pull offs. The park is generally open from sunrise to sunset – 365 days a year. As you know, the Springlawn Trail is a good way to get a glimpse of the park. Springlawn was once a small community that used the waters of the Big Elk Creek to turn a mill wheel. The land became part of a DuPont country estate, and trails were built under the road so that horses and riders did not have to cross the roadway. The land changed ownership when the State of Maryland created Fair Hill Natural Resources Area from the DuPont Maryland holdings, and George Strawbridge purchased his Pennsylvania lands. The ruins of Springlawn are still there and the total length of the trail is 2.5 miles. You'll find some spur trails that lead to Big Elk Creek from this trail.

I need to defer to Blaine on the Regal Butterfly question. I don't have a lot of information on the property's natural diversity.

-mike

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**From:** Val Keefer <[REDACTED]>  
**Sent:** Monday, March 9, 2020 10:28 AM  
**To:** Redding, Mike <[REDACTED]>  
**Cc:** Phillips, Blaine <[REDACTED]>  
**Subject:** [External] FW: Regal Fritillary in your article

**ATTENTION:** This email message is from an external sender. Do not open links or attachments from unknown sources. To report suspicious email, forward the message as an attachment to [REDACTED]

Hi Mike,

I hope you had a great weekend! In case you haven't seen it, here is the WHYY article about Strawbridge: <https://whyy.org/articles/pa-completes-decadelong-land-acquisition-creating-the-biggest-state-park-near-philadelphia/>

The reporter, Catalina, got some wonderful feedback and questions about the story, and I was hoping you could help us answer a few.

- First, can people start accessing the land? Is there an address or parking area we can refer folks to who want to visit?

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- Second, please see the note below from Mark Swartz, a wildlife biologist with the Pennsylvania Department of Military and Veterans Affairs. He focuses on the Regal fritillary butterfly, which was reported in the 1994 PA Natural Areas Inventory as resident and perhaps even breeding on the property. Is there any information you could share with him about the butterfly? If so, can I send him your contact info?

Thanks so much!  
Val

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**From:** Catalina Jaramillo <[REDACTED]>  
**Sent:** Monday, March 9, 2020 9:35 AM  
**To:** Val Keefer <[REDACTED]> Swartz, Mark <[REDACTED]>  
**Subject:** Fw: Regal Fritillary in your article

Hi Val, I'm forwarding you this email from Mark Swartz, a wildlife biologist with the Pennsylvania Department of Military and Veterans Affairs who manages conservation projects focus on the Regal fritillary, copied in this email.

Mark, Val is with The Conservation Fund and can put you in touch with Blaine Phillips and other there on this topic. The Fund says the regal fritillary butterfly reside in this newly preserved land.

Let me know where you get to and if you decide to. make a trip there to look for it, let me know, I would love to tag along.

Thank you both,

Catalina Jaramillo  
Environmental Reporter  
W: [REDACTED]  
C: [REDACTED]  
[REDACTED]  
@cjaramillo

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**From:** Swartz, Mark <[REDACTED]>  
**Sent:** Sunday, March 8, 2020 7:41 PM  
**To:** Catalina Jaramillo <[REDACTED]>  
**Subject:** Regal Fritillary in your article

See the link below. A couple of people have forwarded this article to me. In it you mention the regal fritillary butterfly being on the property. I'm a wildlife biologist with the Pennsylvania Department of Military and Veterans Affairs and I currently manage a number of conservation projects that focus on this species.....but that's at Ft. Indiantown Gap National Guard Training Center in Lebanon County. As far as we've ever been aware of, that has always been considered the last place regals still exist in the eastern US. Can you point me in the direction of whoever I would need to contact to find out more about this? If this is true it probably counts as being a big deal.

Thanks for your time and attention.

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<https://whyy.org/articles/pa-completes-decadelong-land-acquisition-creating-the-biggest-state-park-near-philadelphia/>

Sent from [Mail](#) for Windows 10

External-Please exercise caution when opening any attachments or clicking on links.

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**From:** Zeph, Paul [REDACTED]  
**Sent:** Wed 3/3/2021 9:04:38 AM (UTC-05:00)  
**To:** Phillips, Blaine [REDACTED]  
**Cc:** Redding, Mike [REDACTED]  
**Subject:** Background on Strawbridge properties

Hi Blaine,

You may have heard that NPS is assisting us in developing a management plan for White Clay Creek Preserve and the Big Elk Creek Section. They are trying to scrape up any history they can on how this park came about. If you're available in the near future, I would enjoy having a brief call with you and pick your brain on the origins of Big Elk 1 and 2. I'm assuming you're the best one for this, but let me know if there is anyone else who may have other details to add to the picture. Also, I would like to include Mike Redding in the call as it would be good for him to hear the origin story as well.

Your thoughts? Your availability?

Thanks for your assistance!

Paul

**Paul Zeph** | Chief, Planning Section  
DCNR Bureau of State Parks  
P.O. Box 8551 | Harrisburg, PA 17105-8551  
Phone: [REDACTED]  
E-mail: [REDACTED]  
[www.dcnr.state.pa.us](http://www.dcnr.state.pa.us) | [www.visitPAparks.com](http://www.visitPAparks.com)

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**From:** Norbeck, John[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=04C694E1142E403D83578B34CDF77C14-JONORBECK]  
**Sent:** Tue 11/14/2023 12:47:35 PM (UTC-05:00)  
**To:** Blaine Phillips [REDACTED]  
**Subject:** RE: [External] Big Elk Creek State Park

Blaine, thanks for the info. We have heard the same. In fact both Cindy and I were at the public meeting last week.

As you may know, we are in the master planning phase where we talk about all of what it could or could not be. It is a time for public input. We are encouraging folks to let us know what they want and what they don't want.

If you had to boil down the input you are receiving, is it mostly about camping?

-----Original Message-----

From: Blaine Phillips <[REDACTED]>  
Sent: Tuesday, November 14, 2023 10:25 AM  
To: Norbeck, John <[REDACTED]>  
Subject: [External] Big Elk Creek State Park

ATTENTION: This email message is from an external sender. Do not open links or attachments from unknown senders. To report suspicious email, use the Report Phishing button in Outlook.  
<<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.oa.pa.gov%2FDocuments%2FCofense-Report-Phishing-User-Guide.pdf&data=05%7C01%7Cjnorbeck%40pa.gov%7C7e25836cb0fb4a89f52308dbe525e282%7C418e284101284dd59b6c47fc5a9a1bde%7C0%7C0%7C638355723095681364%7CUnknown%7CTWFPbGZs b3d8eyJWljo iMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ik1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=CEfCmXc3BsjRpoNn9O1zWHVU3NHDbkYTqPybbaC%2BUMk%3D&reserved=0>>

Dear Cindy and John — I wanted to alert you to a storm brewing down here in southern Chester County. I am getting bombarded by emails and calls from people concerned about the proposed plans for the park — which apparently involve significant infrastructure. Many of these calls are from folks who played a key role in supporting the creation of the park. At any rate, I wanted you both to be aware of the situation before it boils over — if there is anything I can do to help please let me know.

>

> Blaine.

> [REDACTED]

>

> Sent from my iPhone

---

**From:** Norbeck, John[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=04C694E1142E403D83578B34CDF77C14-JONORBECK]  
**Sent:** Wed 12/13/2023 12:47:13 PM (UTC-05:00)  
**To:** Blaine Phillips [REDACTED]  
**Subject:** RE: [EXTERNAL] RE: [External] Big Elk Creek State Park  
**Attachment:** FAQ Big Elk Creek State Park.docx

For your convenience.

---

**From:** Blaine Phillips <[REDACTED]>  
**Sent:** Wednesday, December 13, 2023 11:14 AM  
**To:** Norbeck, John <[REDACTED]>  
**Subject:** Re: [EXTERNAL] RE: [External] Big Elk Creek State Park

No, we are holding steady and trying to manage the misinformation. To be clear, we have expressed our concern about the level of opposition but have not “opposed” anything. I think some of the commenters are twisting that into a position. I do hope this can be resolved in a way that doesn’t alienate the strong support for the park.

Thanks John.

Sent from my iPhone

On Dec 12, 2023, at 1:21 PM, Norbeck, John <[REDACTED]> wrote:

Thanks for the update. There is a lot of misinformation floating around. We are in the process of addressing those on line through a FAQ and in the media. Can we help you in anyway?

---

**From:** Blaine Phillips <[REDACTED]>  
**Sent:** Tuesday, December 12, 2023 1:03 PM  
**To:** Norbeck, John <[REDACTED]>  
**Subject:** Re: [EXTERNAL] RE: [External] Big Elk Creek State Park

Hi John — I thought I would keep you posted on the latest we are hearing on the Big Elk Creek plans. The intensity seems to be growing if anything. I continue to receive calls from concerned citizens and am doing my best to keep things calm. I received a call directly from George Strawbridge this morning who seemed pretty upset about the way things are going. I want to be clear that we are doing our best to remain steadfastly neutral and deliberately stay out of the public debate about this. We obviously view DCNR as a key partner and will continue to relay information to try to be helpful.

Hope all is well with you.

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

Blaine

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---

**From:** Norbeck, John <[REDACTED]>  
**Sent:** Wednesday, November 15, 2023 8:54:24 AM  
**To:** Blaine Phillips <[REDACTED]>  
**Subject:** RE: [EXTERNAL] RE: [External] Big Elk Creek State Park

Thanks, Blaine. We are receiving similar comments.

---

**From:** Blaine Phillips <[REDACTED]>  
**Sent:** Tuesday, November 14, 2023 1:29 PM  
**To:** Norbeck, John <[REDACTED]>  
**Subject:** Re: [EXTERNAL] RE: [External] Big Elk Creek State Park

John — I just scanned back through my emails and the things that consistently jump out are “large scale camping including cottages” “pads for RVs and parking” and “amphitheater.” I am trying to keep a lid on things to let the process play out, but you know how things can spread. Hopefully the above is helpful and, again, let me know if there is anything I can do from here.

Thanks,  
Blaine.

Sent from my iPhone

On Nov 14, 2023, at 12:47 PM, Norbeck, John <[REDACTED]> wrote:

Blaine, thanks for the info. We have heard the same. In fact both Cindy and I were at the public meeting last week. As you may know, we are in the master planning phase where we talk about all of what it could or could not be. It is a time for public input. We are encouraging folks to let us know what they want and what they don't want. If you had to boil down the input you are receiving, is it mostly about camping?

-----Original Message-----

**From:** Blaine Phillips <[REDACTED]>  
**Sent:** Tuesday, November 14, 2023 10:25 AM  
**To:** Norbeck, John <[REDACTED]>  
**Subject:** [External] Big Elk Creek State Park

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use the Report Phishing button in Outlook.

<<https://www.oa.pa.gov/Documents/Cofense-Report-Phishing-User-Guide.pdf>>

Dear Cindy and John - I wanted to alert you to a storm brewing down here in southern Chester County. I am getting bombarded by emails and calls from people concerned about the proposed plans for the park - which apparently involve significant infrastructure. Many of these calls are from folks who played a key role in supporting the creation of the park. At any rate, I wanted you both to be aware of the situation before it boils over - if there is anything I can do to help please let me know.

>

> Blaine.

> 

>

> Sent from my iPhone



## Big Elk Creek State Park Planning Process Frequently Asked Questions

Big Elk Creek State Park in Chester County was announced as one of three new parks in the Pennsylvania state park system in September 2022, with the intention to provide healthy, safe access to the outdoors for generations to come. Before being added to the state park system the location was under significant pressure from residential and commercial development.

As the state's largest land manager and provider of public recreation, the Pennsylvania Department of Conservation and Natural Resources (DCNR) carries out its mission as trustee under the Pennsylvania Environmental Rights Amendment; Article 1, Section 27 of the Pennsylvania Constitution:

*The people have a right to clean air, pure water, and to the preservation of the natural, scenic, historic and esthetic values of the environment. Pennsylvania's public natural resources are the common property of all the people, including generations yet to come. As trustee of these resources, the Commonwealth shall conserve and maintain them for the benefit of all the people.*

DCNR manages 124 state parks and more than 2.2 million acres of state forestland across the Commonwealth.

On November 6, 2023, a public meeting was held to share feedback that was collected from public surveys (distributed in the park and online) and partner meetings on a master plan for Big Elk Creek State Park. A video of the meeting is available on the Big Elk Creek State Park [website](#). The purpose of the meeting was to outline how the feedback from the surveys is being woven into the vision for Big Elk Creek State Park. Images and slides presented during the meeting were preliminary *conceptual* representations of the type of amenities that could be seen in a state park of this type and size.

**No decisions have been made on the final amenities that will be offered at Big Elk Creek State Park.**

Included in this document are frequently asked questions that arose during and after the meeting with answers.

**Q: Why is Big Elk Creek a state park and not a preserve?**

A: White Clay Creek Preserve is the only designated “preserve” in the Pennsylvania state park system. This is a result of the original land transaction between the state and the DuPont Company which specified that the Yeatman's Station and Arc Corner tracts were to be kept as a preserve and managed for low impact recreation.

Other parcels, like those at Big Elk Creek, do not have the “preserve” designation or any specific deed restriction that would limit public recreational use and land development.

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Governance of local zoning and building permits does not apply to Commonwealth-owned land, therefore DCNR is working with the Pennsylvania Department of Labor and Industry (L&I) on development plans for Big Elk Creek State Park. Historically however, DCNR management practices consider the interest of municipal neighbors, and typically try to conform to local requirements and needs such as setbacks, etc., when possible.

During several phases of acquisition for Big Elk Creek there was no funding for operations, maintenance or visitor improvements, so it was managed as part of the White Clay Creek complex. It was designated as a state park when the improvement and staffing funds were allocated and the process was begun to make it more accessible for outdoor recreation.

**Q: Where is the funding for the improvement and operation of the new parks coming from?**

A: Initial start-up and infrastructure improvement costs for the three new state parks including Big Elk Creek, Susquehanna Riverlands, and Vosburg Neck, were allocated from Oil and Gas Lease Fund in the Commonwealth's 2022/2023 budget. Current staffing to take care of the park and visitors and operating costs are secured through DCNR's annual budget.

**Q: What new staff will be working at the park?**

A: To address the required natural resource management needs and proposed park amenities of Big Elk Creek State Park, the following staff have been added:

- **Six Full Time Positions:** Assistant park manager, one clerical assistant, two maintenance staff, one law enforcement ranger, and one environmental education specialist
- **Seven Seasonal Positions:** Two maintenance staff, two law enforcement rangers, and three park resource rangers

This staffing list will change in accordance with operational needs at the park once visitor amenities are established.

**Q: Will equestrian riding be allowed at Big Elk Creek State Park?**

A: Trails for equestrian riding will be included in the design for Big Elk Creek State Park. In Pennsylvania state parks, equestrian riding is permitted on the right side of a road open to motor vehicles and on a trail or area posted for horseback riding. Equestrian trails at Big Elk will be designed to protect natural resources and the safety of the horses and riders. Find more information on [horseback riding in state parks and forests](#) on the DCNR website.

**Q: Will mountain biking be allowed at Big Elk Creek State Park?**

A: Mountain biking is being considered in the planning for Big Elk Creek State Park where the landscape and other natural resources can support it. In Pennsylvania state parks, mountain biking is allowed on trails designated for biking.

**Q: Why are overnight accommodations being considered at Big Elk Creek?**

In addition to the protection of natural resources, DCNR strives to provide a breadth of outdoor recreational opportunities to all Pennsylvanians. According to its [Statewide Comprehensive Outdoors](#)



[Recreation Plan](#) (SCORP), Pennsylvania's vision is that...*"enjoyable outdoor recreation is welcoming to all and accessible in every Pennsylvania community."*

Camping is listed as fifth in the Top 10 types of activities that outdoor recreationists prefer in the public surveys done for SCORP.

There is a lack of available state park campsites in southeastern Pennsylvania. Currently, residents of southeast Pennsylvania must drive approximately an hour to their closest state park campsites. This creates a barrier to outdoor recreation to residents of the most heavily populated part of the state. DCNR is seeking to expand those opportunities in this urban area while still meeting its overall mission of conserving and sustaining Pennsylvania's natural resources.

Statewide survey data from the request for public input on Big Elk Creek State Park indicates a strong interest in expanded overnight opportunities. More than 64 percent of respondents supported camping at Big Elk Creek State Park. Less than 30 percent sought full amenities (electric, water, sewer) at sites.

**Q: What type of camping, and how many sites, are being proposed for Big Elk Creek State Park?**

A: The public meeting presentation on November 6 was conceptual and included all of the types of overnight accommodations under consideration for Big Elk Creek State Park. No decisions about what type of overnight accommodations or numbers have been made.

State Park campgrounds are designed to accommodate campers with a range of experience and abilities. Because campers come with a variety of equipment (tents, pop-ups, trailers, vans, tow-behinds, camper vans), state park campgrounds offer a variety of amenities and site types.

In Pennsylvania state parks, a standard campsite allows five people per site, a yurt sleeps six people, and a camping cottage sleeps five people. Group sites, known as Great Gathering sites, allow up to 15 people per site.

The concept for the campground presented depicted 75 tent camp sites, five small-roofed structures (yurts, cottages, etc.), and two sites that would accommodate group camping. This concept and public survey and comment results are still under review to determine the quantity, type, and layout best suited for Big Elk Creek State Park.

**Q: How large is the conceptual campground area?**

A: For the presentation the campground was conceptualized at about 95-acres.

This would be about 5 percent of the total space of the 1,800-acre park.

**Q: Is camping available at a nearby state park?**

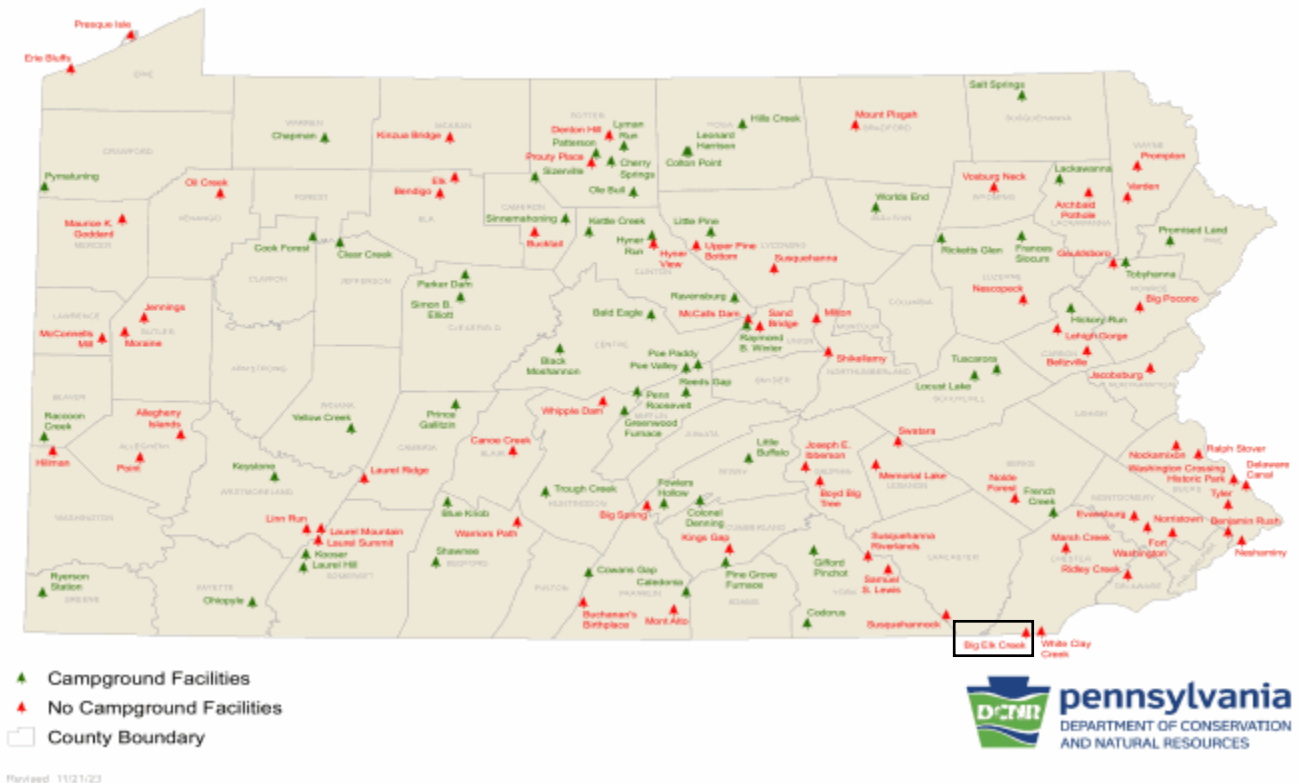
A: The closest Pennsylvania state park with a campground is located at French Creek State Park in Berks County, which is approximately 38 miles from Big Elk Creek State Park. Camping is not available at White Clay Creek State Park in Delaware. Fairhill Natural Resource Management Area in Maryland offers two types of camping: Youth group camping at designated sites, and a form of equestrian camping which involves sleeping in your trailer.

All Pennsylvania state parks that have overnight accommodations are indicated in green on the map

below

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

# PENNSYLVANIA STATE PARKS



## Q: How are Pennsylvania state park campgrounds managed?

A: Some rules to enhance the park visitor experience include (but are not limited to):

- A permit for a fee is required to stay on a site. Reservations are recommended.
- Campers are required to abide by quiet hours from 9pm – 8am.
- Fires are permitted in campfire rings only and harvesting of firewood in the park is not permitted.
- Use of alcohol and drugs are prohibited.
- Pets are permitted only in designated areas.
- The maximum continuous stay is 14 days.

## Q: How does DCNR protect threatened and endangered species when developing a state park?

To protect threatened or endangered species DCNR begins by using the [Conversation Explorer tool](#), environmental assessments, and information from other botanists and biologists to evaluate the natural resources involved within a project or potential project area. By doing this very early in the planning process, DCNR is able to display locations of natural heritage areas, protected lands and high-quality streams which can help determine where and how the amenities in a project should be located.

In the conceptual plan for Big Elk Creek the proposed campground is located outside of any known habitat for a threatened or endangered species.

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With this information, DCNR prepares a conservation report for use in planning or a project-specific assessment. After this, DCNR may use the conservation report as a part of a larger Pennsylvania Natural Diversity Index (PNDI) Environmental Review. These reviews would be used to screen projects for potential impacts to species, identify conservation or avoidance measures, and next steps with jurisdictional agencies.

Jurisdictional agencies may include the U.S. Fish and Wildlife Service (Endangered Species Act of 1973), DCNR (Wild Resource Conservation Act), the Pennsylvania Fish and Boat Code (Chapter 75), and the Pennsylvania Game Commission (Wildlife Code Title 34 Ch.21 D.).

DCNR takes all of these factors into consideration and then determines the best course of action to meet the agency mission of providing safe and accessible outdoor recreation for all while protecting the threatened and endangered species and their habitats that may be impacted by a proposed project.

**Q: What were the results of the public survey?**

A: Public surveys were distributed in two ways. The survey could be accessed through a QR code that was on posters at physical locations throughout Big Elk Creek to capture those already using the park. The second was through a link that was distributed through DCNR's electronic newsletter and promoted on the department's social media channels. The survey questions and format were identical.

Of these surveys, 401 responses were recorded from the QR code link and 761 were from the DCNR-distributed link.

Key takeaways from the survey include:

- Statewide survey responses from 1,162 individuals.
- Respondents strongly recognized the importance of Big Elk Creek's regional trail connections, ecosystem health, and quality of life within the area.
- More than 64 percent of respondents supported camping at Big Elk Creek State Park. However, less than 30 percent sought full amenities (electric, water, sewer). Less than 15 percent of respondents indicated that they were not in favor of any camping at Big Elk Creek.
- The restoration of water quality, forests, and aquatic habitat were considered critically important by more than 80 percent of respondents.

Additional details about survey results can be found in a PowerPoint presentation posted on the [Big Elk Creek State Park webpage](#).

**Q: Where can I provide feedback on the preliminary conceptual plan?**

A: Comments can be submitted by email to [REDACTED] Comments won't be responded to individually at this time. The feedback will be gathered, reviewed, and incorporated into the next phase of the master planning process.

**Q: What is the next step in this process?**

A: DCNR is reviewing feedback received on the preliminary conceptual plan for Big Elk Creek State Park. Once that feedback has been evaluated, the department will work with the design consultants to move toward a final design plan. The next DCNR public meeting for the plan is scheduled for April 2024 (exact date and location TBD).

There is a Town Hall Meeting being held by Franklin and Elk townships scheduled for January 10, 2024. Questions about Big Elk Creek State Park can be submitted through a [form](#) on the Franklin Township website.

---

**From:** Dunn, Cindy Adams[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=4907F4CAE4F84F7DAFACA6A40590A8F5-CINDYDUNN]  
**Sent:** Thur 2/8/2024 5:44:32 PM (UTC-05:00)  
**To:** Blaine Phillips [REDACTED]  
**Subject:** RE: [External] Re: Pat Noonan PMOF letter revised

Thanks for the reminder. The communications staff have been instructed to focus only on budget messages and items.

I'll ask our Governor's office to encourage this though their connection with the Biden administration instead.

When we announced we'd put aside camping for the first round of improvements, it helped some. However there seems to be a mixture of attitudes - some general concern for conservation but some that feels racist or at least exclusionary of other people. I have a feeling it will be a journey, and some won't grasp the concept of public lands.

I think the concerns about our conservation stewardship will ease up as we do meadow and buffer plantings though.

**Cindy Adams Dunn**  
Secretary  
Department of Conservation and Natural Resources  
400 Market Street | Hbg, PA 17105  
Phone: [REDACTED] | Fax: [REDACTED]  
[www.dcnr.state.pa.us](http://www.dcnr.state.pa.us)

---

**From:** Blaine Phillips <[REDACTED]>  
**Sent:** Friday, February 2, 2024 5:53 PM  
**To:** Dunn, Cindy Adams <[REDACTED]>  
**Subject:** [External] Re: Pat Noonan PMOF letter revised

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Hi Cindy — I am checking back to see if you have heard anything about approval for placement of this letter in the Scranton paper or if there is anything I can do to help at this point. We still haven't heard anything from the White House on status.

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

I also wanted to thank you for your comments at the Big Elk Creek SP hearing a few weeks ago. I think it went a long way toward addressing concerns and taking some of the pressure out of the room. People are still agitated, but I am hopeful we can get to a good resolution on that.

I hope all is well with you and thanks again for your help on the effort for Pat.

Blaine

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---

**From:** Blaine Phillips

**Sent:** Thursday, January 4, 2024 12:49:38 PM

**To:** Cindy Adams Dunn <[REDACTED]>

**Subject:** Pat Noonan PMOF letter revised

Hi Cindy -- I am attaching the letter revised per our discussion. Please let me know if it looks ok and if there is anything I can do to help get it submitted to the Scranton paper. In the meantime, I will be on the look out for an email to the Bay Journal and will follow up on that.

Many, many thanks again for your help on this.

Blaine

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---

**From:** Faraguna, Nicole[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9220B296D0D44CEAB26093DDC EF5A22A-NFARAGUNA]  
**Sent:** Tue 12/3/2024 9:52:25 AM (UTC-05:00)  
**To:** Kyle Shenk [REDACTED]  
**Subject:** FW: [External] Re: Pat Noonan PMOF letter revised  
**Attachment:** Noonan PMOF Dunn Phillips letter January 2024.pdf

Hello Kyle – didn't realize Blaine was no longer with TCF. Please let me know your thoughts and if this is something TCF is still working to advance. Thanks,

Nicole Faraguna  
Director, Office of Planning & Policy  
Pennsylvania Department of  
Conservation & Natural Resources  
400 Market Street  
P.O. Box 8767 | Harrisburg, PA 17105  
DIRECT: [REDACTED] MOBILE: [REDACTED]

*she/her/hers* ([why pronouns matter](#))

---

**From:** Faraguna, Nicole  
**Sent:** Tuesday, December 3, 2024 9:46 AM  
**To:** [REDACTED]  
**Subject:** FW: [External] Re: Pat Noonan PMOF letter revised

Hello Blaine – wanted to check in on this.  
We had elevated this to the Governor's office. Curious if you are putting a hard push on this for the last few months of the Biden Administration and if there is anything we can do to help. Senator Casey could be a good ally. Please let me know how we can help.

Nicole Faraguna  
Director, Office of Planning & Policy  
Pennsylvania Department of  
Conservation & Natural Resources  
400 Market Street  
P.O. Box 8767 | Harrisburg, PA 17105  
DIRECT: [REDACTED] MOBILE: [REDACTED]

*she/her/hers* ([why pronouns matter](#))

---

**From:** Dunn, Cindy Adams <[REDACTED]>  
**Sent:** Thursday, February 8, 2024 5:45 PM  
**To:** Faraguna, Nicole <[REDACTED]>  
**Subject:** FW: [External] Re: Pat Noonan PMOF letter revised

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

Can you remind me to talk about this with you tomorrow?

More later

**Cindy Adams Dunn**

Secretary

Department of Conservation and Natural Resources

400 Market Street | Hbg, PA 17105

Phone: [REDACTED] | Fax: [REDACTED]

[www.dcnr.state.pa.us](http://www.dcnr.state.pa.us)

---

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---

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Many, many thanks again for your help on this.

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request



Blaine

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THE  
CONSERVATION FUND

January 4, 2024

The Honorable Joseph R. Biden  
The President  
The White House  
1600 Pennsylvania Avenue, N.W.  
Washington DC, 20500

Dear Mr. President:

We are writing to wholeheartedly endorse the nomination of Patrick F. Noonan for a Presidential Medal of Freedom. We have had the privilege of working with Pat for the past twenty-five years, and there is no one more deserving of this honor.

Many people recognize Pat for his national reputation as a conservation leader and visionary, but he has had a profound impact here in Pennsylvania. The organization he founded and led, The Conservation Fund, has protected nearly 150,000 acres of the most significant scenic, cultural and historic sites across the Commonwealth including iconic projects in the Pennsylvania Wilds, along the Lower Susquehanna River, and Michaux State Forest to name a few. He helped lead the effort to create a new addition to the state park system, Big Elk Creek State Park, located immediately adjacent to the Fair Hill Natural Resources Management Area and established one of the largest contiguous blocs of open space in the Mid-Atlantic region. Pat was also instrumental in protecting over 32,500 acres of prime working forest in the Pennsylvania Wilds, marking the state's largest conservation acquisition project to date and providing crucial support to rural economies.

But Patrick F. Noonan's legacy goes far beyond protecting land. He was the principal negotiator for expanding Gettysburg National Military Park and facilitating the new visitors center that is now the focal point of the Park. As a graduate of Gettysburg College, Pat believes in the notion of "giving back" and has served for many years as a senior advisor to Gettysburg College as well as three Presidential Commissions (President's Commission on American Outdoors, President's Commission on Environmental Quality, and President's Commission on White House Fellows) and the National Geographic Education Foundation. In one of his crowning achievements, Pat was also the driving force behind the Flight 93 memorial in Stoystown, PA. Having tragically lost his daughter in the Pan Am Lockerbie bombing in 1988, Pat understood the suffering of the victims of that tragic incident and was absolutely determined to see that their legacy was properly honored. It is almost hard to fathom what it must have taken for Pat to see that project through.

In addition to the many, many remarkable moments we have spent working with Pat Noonan, what we cherish most is getting to know him as a friend and colleague. He has always been a positive force no matter the situation or circumstances, and he spreads that contagious energy to

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

everyone around him. He is famously unselfish and quick to share credit with others, which in its own way makes him uniquely deserving of this recognition.

Sincerely,

A handwritten signature in black ink, appearing to read "Cindy Adams Dunn". The script is fluid and cursive.

Cindy A. Dunn  
Secretary of Pennsylvania Department  
Conservation and Natural Resources

A handwritten signature in black ink, appearing to read "Blaine T. Phillips". The script is bold and cursive.

Blaine T. Phillips  
Senior Vice President  
The Conservation Fund

---

**From:** Faraguna, Nicole[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9220B296D0D44CEAB26093DDC EF5A22A-NFARAGUNA]  
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**Subject:** RE: [External] Re: Pat Noonan PMOF letter revised

Thanks!

Nicole Faraguna  
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Pennsylvania Department of  
Conservation & Natural Resources  
400 Market Street  
P.O. Box 8767 | Harrisburg, PA 17105  
DIRECT: [REDACTED] MOBILE: [REDACTED]

*she/her/hers* ([why pronouns matter](#))

---

**From:** Kyle Shenk <[REDACTED]>  
**Sent:** Tuesday, December 3, 2024 12:43 PM  
**To:** Faraguna, Nicole <[REDACTED]>  
**Subject:** Re: [External] Re: Pat Noonan PMOF letter revised

He has moved on, but he is still working on this one 😊 Blaine is checking in with our DC contact and will report back - stay tuned!



**Kyle Shenk**

VP & Regional Director, Northeast  
The Conservation Fund



[conservationfund.org](https://conservationfund.org)

---

**From:** Faraguna, Nicole <[REDACTED]>  
**Sent:** Tuesday, December 3, 2024 9:52 AM  
**To:** Kyle Shenk <[REDACTED]>  
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Nicole Faraguna

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Pennsylvania Department of  
Conservation & Natural Resources  
400 Market Street  
P.O. Box 8767 | Harrisburg, PA 17105  
DIRECT: [REDACTED] MOBILE: [REDACTED]

*she/her/hers* ([why pronouns matter](#))

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DIRECT: [REDACTED] MOBILE: [REDACTED]

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**Sent:** Thursday, February 8, 2024 5:45 PM  
**To:** Faraguna, Nicole <[REDACTED]>  
**Subject:** FW: [External] Re: Pat Noonan PMOF letter revised

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More later

**Cindy Adams Dunn**  
Secretary  
Department of Conservation and Natural Resources  
400 Market Street | Hbg, PA 17105  
Phone: [REDACTED] | Fax: [REDACTED]  
[www.dcnr.state.pa.us](http://www.dcnr.state.pa.us)

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**Sent:** Friday, February 2, 2024 5:53 PM  
**To:** Dunn, Cindy Adams <[REDACTED]>

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

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**Subject:** [External] Re: Pat Noonan PMOF letter revised

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Hi Cindy — I am checking back to see if you have heard anything about approval for placement of this letter in the Scranton paper or if there is anything I can do to help at this point. We still haven't heard anything from the White House on status.

I also wanted to thank you for your comments at the Big Elk Creek SP hearing a few weeks ago. I think it went a long way toward addressing concerns and taking some of the pressure out of the room. People are still agitated, but I am hopeful we can get to a good resolution on that.

I hope all is well with you and thanks again for your help on the effort for Pat.

Blaine

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**From:** Blaine Phillips  
**Sent:** Thursday, January 4, 2024 12:49:38 PM  
**To:** Cindy Adams Dunn <[REDACTED]>  
**Subject:** Pat Noonan PMOF letter revised

Hi Cindy -- I am attaching the letter revised per our discussion. Please let me know if it looks ok and if there is anything I can do to help get it submitted to the Scranton paper. In the meantime, I will be on the look out for an email to the Bay Journal and will follow up on that.

Many, many thanks again for your help on this.

Blaine

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**From:** Kyle Shenk [REDACTED]  
**Sent:** Tue 12/24/2024 10:49:27 AM (UTC-05:00)  
**To:** Faraguna, Nicole [REDACTED]  
**Subject:** Re: [External] Re: Pat Noonan PMOF letter revised

Merry Christmas Eve to you!!

I'll ping Blaine, but I haven't heard anything back



**Kyle Shenk**

Vice President, Northeast Region  
Pennsylvania State Director  
The Conservation Fund  
[REDACTED]

[conservationfund.org](https://conservationfund.org)

---

**From:** Faraguna, Nicole <[REDACTED]>  
**Sent:** Tuesday, December 24, 2024 10:44:43 AM  
**To:** Kyle Shenk <[REDACTED]>  
**Subject:** [EXTERNAL] RE: [External] Re: Pat Noonan PMOF letter revised

Hey Kyle and Merry Christmas Eve!  
Anything on this.  
Clock is ticking. Thanks,

Nicole Faraguna  
Director, Office of Planning & Policy  
Pennsylvania Department of  
Conservation & Natural Resources  
400 Market Street  
P.O. Box 8767 | Harrisburg, PA 17105  
DIRECT: [REDACTED] MOBILE: [REDACTED]

*she/her/hers* ([why pronouns matter](#))

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**From:** Kyle Shenk <[REDACTED]>  
**Sent:** Tuesday, December 3, 2024 12:43 PM  
**To:** Faraguna, Nicole <[REDACTED]>  
**Subject:** Re: [External] Re: Pat Noonan PMOF letter revised

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

He has moved on, but he is still working on this one 😊 Blaine is checking in with our DC contact and will report back - stay tuned!



**Kyle Shenk**

VP & Regional Director, Northeast  
The Conservation Fund

conservationfund.org

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**From:** Faraguna, Nicole <[REDACTED]>  
**Sent:** Tuesday, December 3, 2024 9:52 AM  
**To:** Kyle Shenk <[REDACTED]>  
**Subject:** [EXTERNAL] FW: [External] Re: Pat Noonan PMOF letter revised

Hello Kyle – didn't realize Blaine was no longer with TCF. Please let me know your thoughts and if this is something TCF is still working to advance. Thanks,

Nicole Faraguna  
Director, Office of Planning & Policy  
Pennsylvania Department of  
Conservation & Natural Resources  
400 Market Street  
P.O. Box 8767 | Harrisburg, PA 17105  
DIRECT: [REDACTED] MOBILE: [REDACTED]

*she/her/hers* ([why pronouns matter](#))

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**From:** Faraguna, Nicole  
**Sent:** Tuesday, December 3, 2024 9:46 AM  
**To:** [REDACTED]  
**Subject:** FW: [External] Re: Pat Noonan PMOF letter revised

Hello Blaine – wanted to check in on this.  
We had elevated this to the Governor's office. Curious if you are putting a hard push on this for the last few months of the Biden Administration and if there is anything we can do to help. Senator Casey could be a good ally. Please let me know how we can help.

Nicole Faraguna  
Director, Office of Planning & Policy  
Pennsylvania Department of  
Conservation & Natural Resources  
400 Market Street  
P.O. Box 8767 | Harrisburg, PA 17105

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request



DIRECT: [REDACTED] MOBILE: [REDACTED]

*she/her/hers* ([why pronouns matter](#))

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**From:** Dunn, Cindy Adams <[REDACTED]>  
**Sent:** Thursday, February 8, 2024 5:45 PM  
**To:** Faraguna, Nicole <[REDACTED]>  
**Subject:** FW: [External] Re: Pat Noonan PMOF letter revised

Can you remind me to talk about this with you tomorrow?

More later

**Cindy Adams Dunn**  
Secretary  
Department of Conservation and Natural Resources  
400 Market Street | Hbg, PA 17105  
Phone: [REDACTED] | Fax: [REDACTED]  
[www.dcnr.state.pa.us](http://www.dcnr.state.pa.us)

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**From:** Blaine Phillips <[REDACTED]>  
**Sent:** Friday, February 2, 2024 5:53 PM  
**To:** Dunn, Cindy Adams <[REDACTED]>  
**Subject:** [External] Re: Pat Noonan PMOF letter revised

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Blaine

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**From:** Blaine Phillips  
**Sent:** Thursday, January 4, 2024 12:49:38 PM

Rec'd by Rep. John Lawrence in response to March 4, 2025 DCNR Right To Know Request

**To:** Cindy Adams Dunn <[REDACTED]>  
**Subject:** Pat Noonan PMOF letter revised

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Blaine

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