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Michael E. Kozikowski
New Castle Recorder EASEME

RETURN TO /

TAX PARCEL 007-010.00-015
PREPARED BY: STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL
89 KINGS HIGHWAY
DOVER, DELAWARE 19901
ATTENTION: DIVISION OF PARKS AND RECREATION
LAND PRESERVATION OFFICE

CONSERVATION EASEMENT

THIS GRANT OF EASEMENT made this 1st day of December, 2003, (this "Easement"), by **THE NATURE CONSERVANCY,** a nonprofit corporation organized under the laws of the District of Columbia, and having its principal office at 4245 North Fairfax Street, Suite 100, Arlington, Virginia 22203-1606, and maintaining a Delaware Field Office at Community Service Building, 100 West 10th Street, Suite 1107, Wilmington, Delaware 19801-1680, its successors and assigns, Party of the First Part, hereinafter referred to as "Grantor", and the **STATE OF DELAWARE, DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL,** Party of the Second Part, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of a certain tract of land and residence located in Christiana Hundred, New Castle County and State of Delaware, identified in the New Castle County Assessment Office as Parcel 007-010.00-015, more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, the Property has scenic, natural, open space, historic, and aesthetic values (collectively "Conservation Values") worthy of conservation protection in its present state and is of great importance to the Grantor and the people of New Castle County and the people of the State of Delaware; and

WHEREAS, the Property contains a diversity of plant and animal species, including rare species, in a broad range of habitats including woodlands, wetlands, steep slopes, agricultural fields, grass meadows, streams, ponds, and floodplains; and

WHEREAS, the Property also includes an historic farm complex; and

WHEREAS, the specific Conservation Values of the Property are documented in an inventory ("Baseline Documentation") as of date hereof, containing reports, maps, photographs and other documentation of relevant features of the Property on file with Grantee and

incorporated by this reference which the Parties agree is an accurate representation and condition of the Property at the same time of this grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor and Grantee are desirous of preserving the natural state of the Property and further desire to conserve and protect the Property from disruption and/or other occurrences which might interfere with the beauty and unique character of the Property as it exists in its natural and scenic state; and

WHEREAS, Grantor hereby, as owner of the Property, wishes to grant and convey unto Grantee the right to preserve and protect the Conservation Values of said Property in perpetuity under the following terms and conditions; and

WHEREAS, Grantee is the State of Delaware, qualified under Section 170(h) of the Internal Revenue Code, among whose purposes is the preservation, protection or enhancement of land and water areas, historical, natural, scenic, open, agricultural, and forested resource values ("Conservation Purposes"); and

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

WHEREAS, the State of Delaware has applied to the Federal Highway Administration and received Federal funding for transportation enhancement activities, including the procurement of easements along designated highway corridors which serve to preserve scenic vistas; and

WHEREAS, the public open space benefits resulting from the protection and conservation of open lands include the protection and preservation of scenic areas for public visual enjoyment from public highway rights-of-way; and

WHEREAS, Grantor desires and intends that the open space character of the Property, with its scenic vista from the adjacent highway, be preserved, protected and maintained.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Delaware and in particular 7 Del.C. Chapter 69, Grantor hereby grants and conveys to State of Delaware for use by the Department of Natural Resources and Environmental Control a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. PURPOSE. It is the purpose of this Conservation Easement to assure that the Property will be retained forever in its natural, scenic, open, historic, and forested condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property.

2. RESTRICTIONS ON USE. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited except in those instances where exceptions are specifically set out:

(a) No signs, billboards or outdoor advertising structures shall be placed or maintained on the Property; except for a reasonable number of signs for resource protection, safety, boundary identification, management, interpretation of natural, cultural, and historic areas, identification of occupant, and for such other purposes with prior written approval of Grantee.

(b) No building, structure, improvement, road (excepting, however, farm lanes, driveways or access roads to any existing dwelling or other structure), communications tower or other facility (hereinafter "facility") shall be constructed, repaired, remodeled, reconstructed, or maintained on, in or above ground on the Property, unless such action involves a pre-existing facility of similar size.

(c) No dumping, depositing, abandoning, discharging or releasing of any gaseous, liquid, solid or hazardous waste, substances, materials or debris of whatever nature on, in, over, or under the ground or into surface or ground water shall occur; except as permitted by law.

(d) No loam, peat, gravel, soil, rock, sand, or other material shall be deposited or placed on the Property, nor shall there be made any change in the general topography of the land; except for approved material associated with designated trails, repair of farm fields and for the rights reserved in Paragraph 3.

(e) There shall be no drilling, mining, excavation or removal of loam, peat, gravel, soil, rock, sand, or similar material, nor any change in the general topography of the land; except for fire management, for activities associated with typical utility work, for archaeological digs or excavations authorized by the Delaware Division of Historical and Cultural Affairs with prior written approval of Grantee and Grantor, and for the rights reserved in Paragraph 3.

(f) There shall be no removal or destruction of plants, trees, shrubs, wildflowers or other living vegetation, or animal species except for control of diseases, pests, non-native species, and noxious weeds; for safety purposes; for proper management of species and natural communities; for typical agricultural practices; for personal use of firewood (dead trees and limbs only) and for the rights reserved in Paragraph 3 and for such other activities with prior written approval of Grantee.

(g) Intentional introduction of non-native, non-indigenous plant and animal species is prohibited; except for the management of species and natural communities associated with this document and with prior written approval of Grantee and for the rights reserved in Paragraph 3.

(h) There shall be no collecting of plant material, animals, fossils, minerals, or artifacts, except as authorized by Grantor and Grantee for scientific and nature study and in accordance with applicable State and Federal laws.

(i) There shall be no use of pesticides, herbicides, insecticides or other chemicals, except as may be necessary to control invasion of a species which threatens the natural character of the area or for legally permitted agricultural and residential chemicals.

(j) No other acts, uses or discharges shall be allowed which adversely affect fish or wildlife habitat or the preservation of land or water areas on the Property.

(k) Any other use of the Property or activity which would materially impair significant Conservation Values, unless necessary for the protection of the Conservation Values that are the subject of this Easement, are prohibited.

3. PERMITTED USES. Without limiting the generality of all rights inuring to or reserved by Grantor, Grantor shall be permitted to do any and all of the following, subject to the limitations contained herein.

(a) Grantor may restore and enhance the Property's natural features or any ecological system, in consultation with Grantee.

(b) Grantor may conduct agricultural activities consistent with Best Management Practices and standards of the Natural Resources Conservation Service to minimize soil erosion, stormwater run-off, stream sedimentation, pollution, over-grazing, nutrient loading and other damaging occurrences on the Property.

(c) Loam, peat, gravel, soil, rock, sand, or similar material may be deposited on the Property for the construction, maintenance and repair of designated trails, farm roads, existing and permitted accessways and driveways. An existing driveway may be resurfaced with asphalt.

(d) Loam, peat, gravel, soil, rock, sand, or similar material may be excavated or removed for archaeological investigations authorized by the Delaware Division of Historical and Cultural Affairs with prior written consent and approval of Grantor and Grantee.

(e) Grantee and its representatives shall, with the consent and approval of the Grantor, have the right to nominate the Property to the National Register of Historic Places and enter on to the Property for the purposes of archaeological investigations authorized by the Delaware Division of Historical and Cultural Affairs. The disposition of all artifacts that may be found shall be determined by agreement of Grantor and Grantee.

(f) Grantor and Grantor's invitees may hunt the Property in accordance with applicable State and Federal hunting laws.

(g) The Property may be maintained consistent with the limitations contained herein.

4. LIMITATIONS ON THE USE OF PROPERTY FOR THE PURPOSES OF BUILDING DENSITY REQUIREMENTS. No portion of the Property may be used to satisfy land area requirements for the calculation of building density under zoning or subdivision laws, regulations, or ordinances for any lands adjacent to the Property.

5. RESERVED RIGHTS. Grantor reserves to itself, its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purposes of this Easement. Grantor also retains all responsibilities, costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property.

(a) Grantor reserves the right, but not the obligation, to maintain, modify and replace, if necessary, all existing structures, together with all necessary utilities to service such structures on the Property: (i) A 2,625 square foot field stone single family house; (ii) a stone spring house; (iii) a stone dairy barn; (iv) a wood frame garage; (v) all existing out buildings and structures; (vi) two man-made ponds and spillways; (vii) all existing farm roads, driveways, and access roads. This includes the grantor, its agents or assigns to operate any specialized heavy equipment to maintain or replace existing structures and necessary utilities.

(b) Grantor reserves the right, but not the obligation, to provide conservation organizations and educational institutions the use of property to conduct supervised educational nature studies on the Property at their sole risk and with the prior written consent and approval of Grantor.

6. GRANTOR'S DUTY TO NOTIFY. Grantor, prior to performing or permitting any activity described in this Easement which requires prior approval of Grantee, hereby agrees to submit to Grantee for review and approval, the required information in writing forty-five (45) calendar days prior to the date Grantor intends to undertake the activity in question. Such required submittal shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of the Easement. Grantee shall grant or withhold its approval in writing as soon as practicable, but in all cases, within forty-five (45) calendar days of receipt of Grantor's written request, and Grantee's failure to respond within forty-five (45) calendar days shall be being deemed an approval. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with this Easement.

7. NOTICES. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows:

Grantor: The Nature Conservancy
Community Service Building
100 West 10th Street, Suite 1107
Wilmington, DE 19801-1680
Attention: State Director

Grantee: Department of Natural Resources & Environmental Control
Division of Parks & Recreation
89 Kings Highway
Dover, Delaware 19901
Attention: Land Preservation Office

Upon written notice from a party, or a successor in interest, to the other party hereto, any such notice, demand or other written communication shall be given to that party or successor at the address indicated in such notice.

8. ENFORCEMENT RIGHTS OF GRANTEE

(a) To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

(i) To preserve and protect the Conservation Values of the Property.

(ii) To enter upon the Property, with not less than forty-eight (48) hours prior written notice to Grantor, at reasonable times in order to monitor Grantor's compliance herewith and otherwise enforce the terms of this Easement; provided that such entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and Grantee's monitoring shall include at a minimum an annual inspection.

(iii) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any activity inconsistent with this document, pursuant to this Paragraph.

(b) In the event that a violation of the terms of this Easement by Grantor comes to the attention of Grantee, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and restore the portion of the Property so injured. If the violation is not cured within thirty (30) calendar days of the receipt of written notice from Grantee, or where the required corrective action cannot be completed within thirty (30) calendar days, Grantor fails to commence such cure within

said thirty (30) calendar day period and fails to continue diligently to cure the violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violations of the terms of this Easement, including damages for the loss of Conservation Values, and to require the restoration of the property to its prior condition.

(c) In the event that a violation of the terms of this Easement by a third party comes to the attention of Grantee, Grantee shall give written notice to said third party, with a copy of notice sent to Grantor, of such violation and demand corrective action sufficient to cure the violation and restore the portion of the Property so injured. If the violation is not cured within thirty (30) calendar days of the receipt of written notice from Grantee, or, where the required corrective action cannot be completed within thirty (30) calendar days, said third party fails to commence such cure within said thirty (30) calendar day period and fails to continue diligently to cure the violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violations of the terms of this Easement, including damages for the loss of Conservation Values, and to require the restoration of the property to its prior condition.

(d) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate irreparable harm to the Conservation Values of the Property, Grantee may pursue its remedies under this Paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire.

(e) If monetary damages for any violation of the terms of this Easement are inadequate, Grantor or Grantee shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which either party may be entitled, including specific performance of the terms of this Easement. Actual damages or the inadequacy of otherwise available legal remedies need not be proven for Grantor or Grantee to obtain the relief described in this Paragraph.

(f) Any reasonable costs incurred by a party in enforcing the terms of this Easement against any violator, including costs of suit and attorneys' fees, and any reasonable costs of restoration necessitated by the violation of this Easement, shall be borne by the violator.

(g) Grantor's and Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement.

(h) Nothing contained herein shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, or

from prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

9. LIMITATIONS ON PUBLIC ACCESS. The grant of this Easement in no way grants the general public the right to enter any portion of the Property for any purpose; except for such activities as may be permitted by Grantor and Grantee and determined to be consistent with the purposes of this document. A public use trail/pathway may be established in a location to be mutually agreed to by Grantor and Grantee. This trail/pathway may be established to connect similar trails/pathways on adjacent lands or it may be wholly contained on the Property.

10. HOLD HARMLESS. Grantor hereby releases and agrees to hold harmless, indemnify and defend Grantee and its Secretary, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent due to the negligence or willful misconduct of any of the Indemnified Parties.

11. MODIFICATION. This grant is made by Grantor with the understanding that the Conservation Purposes for which it is given may be protected or furthered notwithstanding the possibility that circumstances may arise that would justify modification of certain specific terms of this Easement. To that end, Grantor and Grantee may agree in writing to modify the terms of this Easement to the extent that such modification furthers or does not have an adverse effect on the Conservation Values to be protected by this grant, subject to any procedural requirements imposed upon Grantor or Grantee by law. Any such amendment or modification to this Easement shall be recorded in the official records of the county in which the Property is located.

12. EXTINGUISHMENT. If circumstances arise in the future such as to render the purpose of this Easement impossible to accomplish, this Easement may be terminated according to the laws of the State of Delaware. Grantor agrees that the grant of this Easement gives rise to a property right, immediately vested in Grantee. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain or other action, Grantee as well as Grantor, shall be entitled to compensation in accordance with applicable law. Accordingly, in the event of extinguishment of this Easement, Grantee, on a subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to a portion of the proceeds. Grantee shall use its share of any net proceeds recovered for the protection or acquisition of interests in land for conservation purposes, which are exemplified by this grant.

13. TRANSFER OF GRANTOR'S INTEREST. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least

thirty (30) calendar days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

14. TRANSFER OF GRANTEE'S INTEREST.

(a) Grantee shall not transfer this Easement unless Grantee, as a condition of the transfer, requires that the transferee continue to carry out the Conservation Purposes of this Easement.

(b) All transfers of this Easement shall be restricted to organizations qualifying, at the time of transfer, as an eligible grantee under paragraph (c)(1) of Treasury Regulation Section 1.170A-14, as amended and replaced from time to time.

(c) Grantee shall give written notice to Grantor of the transfer of any interest at least thirty (30) calendar days prior to the date of such transfer. The failure of Grantee to perform this condition shall not impair the validity of this Easement or limit its enforceability in any way.

15. GRANTEE'S DISCRETION. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such terms or of any subsequent breach of the same or any other terms of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

16. ACKNOWLEDGMENTS.

(a) Grantor has received and fully reviewed the Baseline Documentation and attests that it is a true, correct, and complete summary of the Conservation Values of the Property and is an accurate representation of the Property as of the date of this Easement. The baseline documentation report will be prepared by the Grantee.

(b) Grantor attests that it is the owner of the Property and that the Property is not subject to a mortgage as of this date, or if the Property is subject to a mortgage then a release of lien and mortgage subordination has been signed and acknowledged prior to approval of this document.

17. DURATION OF EASEMENT. The parties agree that this Easement shall run with the land in perpetuity and is binding upon all subsequent owners of the Property, their heirs, executors, administrators, successors, devisees, and assigns, as the case may be, and is binding upon Grantee's successors and assigns.

18. INTERPRETATION OF EASEMENT. This Easement shall be liberally construed in favor of the grant to effect the purpose of the Conservation Easement and the policy and purpose of 7 Del. C. Chapter 69.

19. RECORDATION. This instrument shall be recorded in a timely fashion in the official records of the county in which the Property is located.

20. SEVERABLILITY. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

21. NO FORFEITURE. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

22. JOINT OBLIGATION. The obligations imposed by this Easement upon Grantor shall be joint and several.

23. TERMINATION OF RIGHTS AND OBLIGATIONS. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

24. NO MERGER OF FEE WITH THE CONSERVATION EASEMENT. Should the Grantee ever acquire fee simple title to the Property, the within Conservation Easement shall not merge with the fee, but shall remain a Conservation Easement running with the land in perpetuity.

25. SCENIC VISTA. Grantor acknowledges that funding for the purchase of a conservation easement on the Property was provided by the Federal Highway Administration for transportation enhancement which includes the preservation of a scenic vista from the adjacent highway, which benefit is being provided through the restrictions set forth in this Conservation Easement.

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

[END OF TEXT; SIGNATURES ON FOLLOWING PAGE]

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands and Seals the day and year above first written.

THE NATURE CONSERVANCY

Witness

BY: _____
ROGER L. JONES, JR.
STATE DIRECTOR

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

Witness

BY: _____
JOHN A. HUGHES
SECRETARY

STATE OF DELAWARE)
) **SS.**
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, that on this 25th day of November, 2003, personally came before me the Subscriber, a Notary Public in and for the State and County aforesaid, **ROGER L. JONES, JR.,** party to this instrument, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of The Nature Conservancy.

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

Charles R. Vickers
Notary Public
CHARLES R. VICKERS
NOTARY PUBLIC, STATE OF DELAWARE
COMMISSION EXPIRES 2-05-06

STATE OF DELAWARE)
) **SS.**
COUNTY OF KENT)

BE IT REMEMBERED, that on this 26th day of November, 2003, personally came before me, the subscriber, a Notary Public in and for the State and County aforesaid, **JOHN A. HUGHES**, Secretary of the Department of Natural Resources and Environmental Control, party to this Instrument, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said Department.

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

Charles R. Vickers
Notary Public
CHARLES R. VICKERS
NOTARY PUBLIC, STATE OF DELAWARE
COMMISSION EXPIRES 2-05-06

Exhibit A
(the "Property")

P-1551
Reynolds Tract

ALL THAT CERTAIN piece, parcel or tract of land, with the buildings and improvements thereon erected, located on the southeasterly side of Snuff Mill Road, being designated as Tax Parcel No. 07-010.00-015 as shown on the Tax Assessment Records for New Castle County, situate in Christiana Hundred, New Castle County, State of Delaware and being more particularly described according to a Plan of Survey prepared by the PELSA Company, Inc., Land Consultants and Surveyors, dated October 17, 2003 as follows, to wit:

Beginning at a point in the title line of the bed of Snuff Mill Road, at 33.00 feet wide, in the division line of the lands herein being described and the lands now or formerly of John R. and Mabel G. Fulton, said point being located the following two (2) courses and distances from a point of intersection of the title lines in the bed of Snuff Mill Road with Nine Gates Road, at 30.00 feet wide, 1). North 41 degrees 53 minutes 27 seconds 63.80 feet to a point, 2). North 55 degrees 19 minutes 57 seconds East 474.32 feet to the point of beginning.

Thence from said point of beginning, along the title line of Snuff Mill Road and along the division line of lands now or formerly of Katherine G. Reynolds (Parcel 2, Reynolds Estate) the following four (4) courses and distances, 1). North 50 degrees 22 minutes 08 seconds East 147.13 feet to a point, 2). North 42 degrees 09 minutes 27 seconds East 86.25 feet to a point, 3). North 31 degrees 20 minutes 57 seconds East 169.20 feet to a capped pin found, 4). North 85 degrees 07 minutes 27 seconds East 640.00 feet to a point.

Thence, along the title line of Snuff Mill Road, North 69 degrees 49 minutes 29 seconds East 671.84 feet to a point.

Thence, along the centerline of Snuff Mill Road, along the division line of Lot 1 and Lot 2 of Snuff Mill Road Estates, North 72 degrees 18 minutes 05 seconds East 278.25 feet to a point.

Thence, along the division line of lands now or formerly of Ebenezer Baptist Church (Cemetery), South 20 degrees 23 minutes 04 seconds East 214.27 feet to an iron pipe found.

Thence, along the division line of lands now or formerly of Cosimo and Sandra Faella, the following two (2) courses and distances, 1). South 33 degrees 43 minutes 29 seconds East 201.43 feet to an iron pipe found, 2). South 15 degrees 54 minutes 25 seconds East 298.47 feet to an iron pipe found.

Thence, along the division line of lands now or formerly of John D. and Lois K. Rogers, along the division line of lands now or formerly of Coleman D. and Ellen P. Homsey and the lands now or formerly of Michael T. and Illianna V. Teixido, the following eleven courses and distances, 1). South 42 degrees 59 minutes 58 seconds West 7.32 feet to a point of curve, 2). Along an arc of curve

to the right, having a radius of 214.81 feet, an arc distance of 109.38 feet to a point of tangent (chord = South 57 degrees 33 minutes 29 seconds West 108.20), 3). South 72 degrees 08 minutes 45 seconds West 163.24 feet to a point of curve, 4). Along an arc of curve to the left, having a radius of 125.68 feet, an arc distance of 145.13 feet to a point of tangent (chord = South 39 degrees 03 minutes 33 seconds West 137.20 feet), 5). South 05 degrees 58 minutes 42 seconds West 245,62 feet to a point of curve, 6). Along an arc of curve to the right, having a radius of 190.73 feet, an arc distance of 201.42 feet to a point of tangent (chord = South 36 degrees 13 minutes 59 seconds West 192.19 feet to a point of tangent), 7). South 66 degrees 29 minutes 12 seconds West 341.75 feet to an iron pipe found, 8). South 22 degrees 47 minutes 08 seconds East 475.62 feet to an iron pipe found, 9). North 44 degrees 39 minutes 09 seconds East 291.36 feet to an iron pipe found, 10). South 44 degrees 06 minutes 43 seconds East 562.19 feet to a point in the centerline of a stream, 11). Along the centerline of the stream, in a northeasterly direction by various meanderings, 1537 feet, more or less, to a point (tie line = North 25 degrees 19 minutes 26 seconds East 1454.60 feet).

Thence, along the division line of lands now or formerly of Benjamin Vinton, III, South 40 degrees 02 minutes 01 seconds East 361.25 feet to an iron pipe found.

Thence, along the division line of lands now or formerly of Eugenia C. DuPont, the following four (4) courses and distances, 1). South 32 degrees 18 minutes 49 seconds West 550.43 feet to a field stone found, 2). South 32 degrees 13 minutes 19 seconds West 294.12 feet to a field stone found, 3). South 36 degrees 48 minutes 53 seconds West 514.34 feet to a field stone found, 4). South 37 degrees 38 minutes 21 seconds West to a concrete monument found.

Thence, along the division line of lands now or formerly of Red Clay Reservation, the following five (5) courses and distances, 1). South 61 degrees 25 minutes 13 seconds West 219.23 feet to a concrete monument found, 2). North 37 degrees 16 minutes 17 seconds West 110.39 feet to a point, 3). South 39 degrees 27 minutes 16 seconds West 491.52 feet to a point, 4). South 47 degrees 21 minutes 38 seconds West 410.09 feet to a concrete monument found, 5). South 39 degrees 26 minutes 28 seconds West 336.38 feet to a point.

Thence, along the centerline of Creek Road (a.k.a. Delaware Route 82), at 30.00 feet wide, the following three (3) courses and distances, 1). South 49 degrees 47 minutes 12 seconds East 70.32 feet to a point, 2). South 30 degrees 11 minutes 42 seconds East 73.24 feet to a point, 3). South 22 degrees 26 minutes 42 seconds East 278.66 feet to a point.

Thence, along the division line of lands now or formerly of Historic Red Clay Valley, Inc. (Wilmington and Western Railroad), the following eleven courses and distances, 1). North 43 degrees 23 minutes 57 seconds West 271.63 feet to a point, 2). South 46 degrees 36 minutes 03 seconds West 5.00 feet to a point, 3). North 43 degrees 23 minutes 57 seconds West 380.00 feet to a point, 4). North 46 degrees 36 minutes 03 seconds East 5.00 feet to a point, 5). North 43 degrees 23 minutes 57 seconds West 250.00 feet to a point of curve,

6). Along an arc of curve to the right, having a radius of 1728.18 feet, an arc distance of 58.68 feet to a point of tangent (chord = North 42 degrees 30 minutes 03 seconds West 58.68 feet), 7). North 40 degrees 46 minutes 00 seconds West 7.60 feet to a point, 8). South 42 degrees 21 minutes 10 seconds West 5.03 feet to a point, 9). North 40 degrees 46 minutes 00 seconds West 544.48 feet to a point of curve, 10). Along an arc of curve to the right, having a radius of 1880.08 feet, an arc distance of 23.15 feet to a point of tangent (chord = North 40 degrees 20 minutes 57 seconds West 23.15 feet), 11). North 39 degrees 59 minutes 47 seconds West 732.71 feet to a point.

Thence, along the division line of Lot 3 and Lot 4 of Snuff Mill Ridge, North 56 degrees 18 minutes 37 seconds East 875.69 feet to a concrete monument found.

Thence along the division line of Lot 4 and Lot 1 of Snuff Mill Ridge, North 35 degrees 38 minutes 53 seconds West 278.77 feet to a point.

Thence, along the division line of Parcel A and Parcel B of the Fulton Subdivision, North 50 degrees 38 minutes 44 seconds East 709.86 feet to an iron pipe found.

Thence, along the division line of Parcel B of the Fulton Subdivision and the lands now or formerly of John R. and Mabel G. Fulton, North 37 degrees 50 minutes 20 seconds West 493.07 feet to the point and place of beginning.

Containing within said metes and bounds 121.80 acres of land, be they the same, more or less.