



BENSALEM TOWNSHIP

Building and Planning Department
2400 Byberry Road • Bensalem PA 19020
215-633-3644 • FAX 215-633-3653

Exhibit Z-4

Zoning Hearing Board

Appeal Number:

2020-2602

Township of Bensalem, Bucks County, Pennsylvania Notice of Appeal

Appeal is hereby made by the undersigned from the action of the Zoning Officer.

Check applicable item(s):

- Certification of Non-Conforming Use
- Application for Validity Challenge
- Administrative Officer in refusing my application for a building permit dated: _____
- Special Exception
- Variance from the terms of the Zoning Ordinance of the Township of Bensalem

Appellant Name: William F. Haas

Address: 1601 State Road
Bensalem, PA 19020

Phone No. 215-633-0600

E-Mail Address: bhaas1340@gmail.com

Owner's Name: County of Bucks c/o Bill Mitchell (Owner of TMP 2-60-069) William F. Haas (Owner of TMP 02-064-001.001)

Address: 1260 Almshouse Road 1601 State Road
Doylestown, PA 18901 Bensalem, PA 19020

Phone No. 215-757-0571 ext. 3308 215-633-0600

E-Mail Address: wmmitchell@co.bucks.pa.up bhaas1340@gmail.com

Attorney Name: Douglas C. Maloney, Esquire

Address: Begley, Carlin & Mandio, LLP
P.O. Box 308, 680 Middletown Blvd, Langhorne, PA 19047

Phone No. 215-750-0110 ext. 319

Interest of appellant, if not owners (agent, lessee, etc.):

Pen Ryn, located on TMP 02-064-001.001 is proposing an addition of their existing use onto TMP 2-60-069. The proposed addition is a portable tent that will be located within an area of TMP 2-60-069 that will be leased from the County of Bucks.

1. Application relates to the following:

Check items if applicable:

- | | |
|---|--|
| <input type="checkbox"/> Use | <input type="checkbox"/> Lot Area |
| <input type="checkbox"/> Height | <input type="checkbox"/> Yards |
| <input type="checkbox"/> Existing Building | <input type="checkbox"/> Proposed Building |
| <input type="checkbox"/> Occupancy | |
| <input checked="" type="checkbox"/> Other: (describe) | See attached |

2. Brief description of Real Estate affected:

Tax Parcel Number: 2-60-069 & 02-064-001.001

Location: 1601 State Road

Lot Size: 95.03 acres (TMP 2-60-069); 9.399 acres (TMP 02-064-001.001)

Present Use: Open Space/Vista Easement (TMP 2-60-069); Restaurant/Catering (TMP 02-064-001.001)

Proposed Use: Portable Tent/Catering (TMP 2-60-069); Restaurant/Catering (TMP 02-064-001.001)

Present Zoning Classification: R-55

Present Improvement upon Land: Open Space (TMP 2-60-069); Pen Ryn Mansion & Belle Voir Manor w/ associated parking (TMP 2-064-001.001)

Deed recorded at Doylestown in Deed Book 678 Page 1052 (TMP 2-60-069)
678 Page 1059 (TMP 2-64-001.001)

3. If this is an appeal to challenge, provide statement and/or basis for challenge to the validity of the zoning ordinance.

N/A

4. If this is an Appeal from action of the Zoning Administrative Officer then complete the following:

Date Determination was made: _____

Your statement of alleged error of Zoning Administrative Office: N/A

5. Specific reference to section of the Zoning Ordinance upon which application for special exception or variance is based (if special or variance is desired):

See Attached

6. Action desired by appellant or applicant (statement of relief sought or special exception or variance desired):

See Attached

7. Reasons appellant believes board should approve desired action (refer to section or sections of ordinance under which it is felt that desired action may be allowed, and not whether hardship is (or is not) claimed, and the specific hardship.

See Attached

8. Has previous appeal or application for special exception or variance been filed in connection with these premises?

YES NO

VARIANCES PREVIOUSLY GRANTED FOR TMP 02-64-001.001 ARE ATTACHED

Specifications of errors must state separately the appellant's objections to the action of the zoning administrative office with respect to each question of law and fact which is sought to be reviewed.

I, hereby depose and say that all of the above statements and the statements contained in any papers or plans submitted herewith, are true to the best of my knowledge and belief.

Appellant's or Owner's Signature

Date

A SIGNED COPY OF THIS APPLICATION IS REQUIRED UPON SUBMISSION OF DOCUMENTS

Sworn to and subscribed before me this

_____ day of _____ 2020 _____

Notary Public

My commission expires: _____

Variations Requested from the Zoning Ordinance of Bensalem Township

ZO Section 232-273 (6) - Any private street created for the R-55 development shall meet the design specification of street except that a cartway of 24 feet may be allowed.

AND

ZO Section 232 586(b)(1) – One-way parking space aisles shall be 18 feet wide and two-way parking space aisles shall be 24 feet wide.

- Variance Requested to permit a 20-foot wide width of the cul-de-sac driveway proposed to the proposed tent area.
 - Existing improvements include driveways are approximately 20 feet wide. The proposed use of the cul-de-sac driveway is limited to valet and delivery use.

ZO Section 232-275(3)(c) – Side Yards. Two yards shall be provided, neither less than 20 feet in width.

- Variance Requested to permit one side yard to be reduced to 1 foot.
 - The proposed tent layout minimizes the disturbance upon TMP 2-60-069.

ZO Section 232-586(c)(3) – the following types of uses shall provide off street parking areas as indicated... restaurant, including social club – one per employee plus either one for every two seats or one per 50 square feet of floor space devoted to patron use, whichever is greater.

- Variance Requested to permit 310 parking spaces in lieu of the 482 spaces required.
 - A variance was granted in 2001 for the Belle Voir land development. 208 parking spaces were provided in 2001 to serve both the Belle Voir and Pen Ryn facilities (2001 total: 208 parking spaces @524 seats = 2.52 seats per parking space).
 - The increase in parking spaces for this application is closely proportional to the increase in number of seats provided by proposed tent (2020 total: 310 parking spaces @ 764 seats = 2.46 seats per parking space).

ZO Section 232-586(c)(3) – parking areas... shall be paved, and have paved access from a street or way and shall be located on the lot on which such use is situated.

- Variance Requested to permit stone paving for parking areas drives and cul-de-sac to paved with stone only, and to allow a portion of the proposed parking to be located within leased areas of an adjacent parcel.
 - The stone paving is utilized to enhance infiltration.
 - The owner of 2-60-069 has agreed to the location of the proposed parking areas as shown on the plot plan.

ZO Section 232-592(1) and ZO Section 592(2) – A twenty-foot bufferyard and planting strip shall be provided along each boundary which is opposite or adjacent to a residence district or to a park. Where the ...park is adjacent to or opposite to a side yard or rear yard, the bufferyard and planting strip shall be required in addition to (not including or within) the rear or side yard requirements of the district.

- Variance requested from the requirements to provide a bufferyard along the adjacent park.
 - The park includes wooded areas that will serve as a buffer from the tent area.

Conditional Variances Requested from the Zoning Ordinance of Bensalem Township

If the Lease Area of the County property is considered a separate and individual lot, then the following Variances are requested due to the size and shape of the lease area:

ZO Section 232-272 (c) & ZO Section 232-57(a)(21) - Woodlands shall be preserved in at least a 50 percent natural open space state where such area contains neither wetland nor significant natural features.

- Variance Requested to permit 100 percent removal of woodlands.
 - The leased area is part of a wooded 93 acre parcel.

ZO Section 232-275(3)(c) – Side Yards. Two yards shall be provided, neither less than 20 feet in width

- Variance Requested to permit both side yards to be reduced to 1 foot.



YOUR GOALS. OUR MISSION.

M E M O R A N D U M

To: Mr. Kenneth Farrall, Director of Building and Planning
Bensalem Township
2400 Byberry Road
Bensalem, PA 19020

From: Russell G. Benner, P.E., T&M Associates

Date: July 22, 2020

RE: **Sketch Plan Review**
River's Edge at Pen Ryn Estate
1601 State Road
TMP # 02-064-001.001 and 02-060-069
Bensalem Township, Bucks County, PA
T&M Project No. BENS R 0870

A. Application

As requested by the Township, we have completed our review of the following information.

1. 3-sheet Sketch Plan prepared by Gilmore & Associates, Inc. dated July 2, 2020 with no revisions.

B. Discussion

The site is located in the R-55 Riverfront Revitalization District and is currently the location of Pen Ryn Estate which is a restaurant/catering facility for large and small events. The site contains the existing following features:

1. Tax Map Parcel No. 02-064-001.001 (9.399 acres) which is owned by Pen Ryn Mansion Associates and contains the following:
 - a. the Pen Ryn Mansion
 - b. the Belle Voir Manor
 - c. 333 parking spaces (11 ADA spaces and 322 standard spaces)
2. Tax Map parcel No. 02-060-069, which is owned by Bucks County. This parcel contains the following:
 - a. a Vista Easement (approximately 400 feet wide)
 - b. a 100' Lease Area. This area is being leased by Pen Ryn Mansion Associates. The plan also indicates that a 100-foot wide lease area has been executed and becomes effective once all permits and approvals are received.
 - c. Variable Width Fire Access Easement
 - d. A 20' wide Utility Easement



The applicant is proposing the following improvements within the 100' lease area:

1. An 8,200 square foot portable tent, with additional restroom and kitchen tents, on a pervious paver patio
2. A stone drive and turn-around

State Road is State Route 2002 and it is classified as a minor arterial road (80-foot right-of-way).

The proposed improvements are within Flood Zone AE per FEMA Firm Panel 504K dated March 21, 2017.

The site is located in the Delaware River South Watershed District C. Per SWMO Section 196-35(a) Table 304.2, the post-development runoff for the 2-year storm must be reduced to the pre-development runoff of the 1-year storm, and the post-development runoff for the 5-year storm must be reduced to the pre-development runoff of the 2-year storm.

Sketch Plan Note #9 on sheet 2 of 3 indicates that a waiver is requested from stormwater management requirements.

We have reviewed the sketch plan against the Zoning Ordinance, the Subdivision and Land Development Ordinance, the Stormwater Management Ordinance and the Floodplain Management Ordinance for the purpose of informal discussion. We offer the following comments for your consideration. Ordinance sections are quoted in *Italic text* and our comments are provided in upright text.

C. Chapter 232 - Zoning Ordinance (ZO)

1. In accordance with the ZO Section 232-272(c), *natural amenities such as rivers... woodlands... shall be preserved to the extent possible... and are also subject to Article III, natural resource preservation district.*

Per Article III Section 232-57(a)(1)

- a. *Woodlands shall be preserved in at least an 80 percent natural open space state where such area also contains wetland or significant natural features.*
- b. *Woodlands shall be preserved in at least a 50 percent natural open space state where such area contains neither wetland nor significant natural features.*
- c. *Woodlands not preserved in a 100 percent natural open space state shall be managed by the property owner under a comprehensive plan approved by the Township, and designed to maintain and enhance the area's value for environmental, scenic, recreational and economic uses*

The area of proposed improvements is currently wooded. Show the existing woodlands and proposed limits removal. Provide woodland preservation calculations and a comprehensive plan for management.

2. In accordance with the ZO Section 232-272(e), *the tract to be developed must be served by public water and sanitary sewer.*

Clarify how the tent will be served with utility lines including water, sanitary, electric and telecommunications.

3. In accordance with the ZO Section 232-272(g), *the tract to be developed must have adequate off-site and on-site storm drainage facilities.*



Plan Note #1 on sheet 2 of 3 states that “the proposed crushed stone drive is intended to provide a pervious surface to maintain the existing rate of stormwater infiltration” and that “runoff from the portable tent will be transferred to existing soils that have properties that are favorable to infiltration”. Per the definition of “impervious surface” in the Township’s Stormwater Management Ordinance, *areas designed to be gravel or crushed stone shall be regarded as impervious surfaces*. The gravel/stone drives and parking area shall be considered impervious surface. The detail on the plan for the driveway also indicates it is impervious since it is 8” of stone (2A and 3B stone) on existing grade.

4. In accordance with the ZO Section 232-273(1), *no structure shall be located within 20 feet from the edge of any street, cartway, parking access road or within 10 feet from the edge of any parking.*

Parking spaces are proposed within the area surrounded by the existing masonry wall. These spaces do not provide the required 10 feet from a structure (the masonry wall).

5. In accordance with the ZO Section 232-273(6), *private streets may be created for the R-55 development. Any private street so created shall meet the design specification of street except that a cartway of 24 feet may be allowed. Per Section 232-586(b)(1), one-way parking space aisles shall be 18 feet wide and two-way parking space aisles shall be 24 feet wide.*

The required width of the cul-de-sac driveway to the proposed tents should be clarified. The proposed width should be dimensioned in the plan view.

6. In accordance with the ZO Section 232-275(2), *every structure erected or used in the R-55 district solely for one or more nonresidential use shall comply with the following area and height regulations: Maximum building area shall not exceed 35 percent of the net lot area. Impervious surface coverage, which shall be defined to include the building area, shall not exceed 55 percent of the net lot area. No less than 45 percent of the net lot area shall remain in a natural state, including grass, trees and shrubs*

For Bucks County Parcel 02-064-069, it should be determined if the building cover and impervious cover calculations shall be based on the entire parcel (95.03 acres) or just the 100’ Lease Area. Please note that the proposed driveway and the pervious paver patio do not meet the requirements of a pervious surface and must both be considered impervious surface.

7. In accordance with the ZO Section 232-275(3), *every structure erected or used in the R-55 district solely for one or more nonresidential use shall comply with the following area and height regulations: Yards shall be provided as follows:*
 - a. *Two side yards shall be provided, neither less than 20 feet in width.*

The required side yard is not provided on the 100’ lease area for the property line abutting Buck County Tax Map Parcel 02-064-140 and zoning relief is required.

For the other side yard along the tent improvements, it should be determined if the required yard shall be measured from the boundary of the entire parcel or from the boundary of the 100’ Lease Area.

8. In accordance with the ZO Section 232-275(4), *every structure erected or used in the R-55 district solely for one or more nonresidential use shall comply with the following area and height regulations: No building shall exceed 40 feet in height exclusive of necessary mechanical equipment incidental to the principle use of the property.*



The Zoning Information chart for Bucks County Parcel 02-064-069 references a provided height of 0.33 feet. Please confirm.

9. In accordance with the ZO Section 232-586(a)(1), *all parking requirements listed herein shall be provided on the lot containing the specified use.*

The existing stone parking lot crosses the boundary line onto Parcel 02-060-069. Since this stone parking area was installed without Township approval, it should be included/reviewed as part of in the pending land development application for the tent improvements. Zoning relief may be required from this section.

We also note, the proposed restroom tent and the “top” of the proposed stone drive to the portable tent encroaches onto Parcel 02-060-069 outside of the 100-foot wide lease area. These encroachments should be removed or resolved with Bucks County.

10. In accordance with the ZO Section 232-586(a)(4), *if parking spaces are provided for self-parking by employees or visitors, or both, then accessible spaces complying with subsections (4)a., b., c. and d. shall be provided in each such parking area...*

Sketch Plan Note #4 states that “handicap patrons will be dropped off at the front entrance of the portable tent by car” and #8 states that “all events will have golf cart shuttle service from existing parking areas to the entrance of the portable tent.” It should be determined if this satisfies ADA requirements (for employees and patrons).

A detailed review of the new ADA spaces will be reviewed as part of the pending land development submission.

11. In accordance with the ZO Section 232-586(b)(1), *dimensions for parking spaces and handicapped parking spaces in all districts shall be no less than those listed in the following table: for 90-degree parking, standard spaces shall be 9’ wide by 18’ deep with a 24’ aisle width for two-way traffic and a 18’ aisle width for one way traffic.*

The proposed parking inside the masonry wall is 16’ deep with a 20’ aisle width. The width is not provided. This parking area shall be reconfigured to comply or the applicant will need to seek zoning relief.

The plan references 14’ wide ‘opening’ for traffic circulation through the proposed compact car parking in the masonry walls. Clarify traffic patterns in this area. The proposed 14’ width does not comply with aisles for one-way or two-parking. Revise the plan to comply or the applicant will need to seek zoning relief.

Dimension the width of the stone driveway to the stone parking area that was installed without Township approval to ensure it complies with the required 24-foot width.

12. In accordance with the ZO Section 232-586(c)(3), *the following types of uses shall provide off street parking areas as indicated... restaurant, including social club – one per employee plus either one for every two seats or one per 50 square feet of floor space devoted to patron use, whichever is greater...*

The parking calculations on the plan indicate 482 parking spaces are required for the 2 existing facilities plus the proposed tents. However, only 330 spaces are provided and it appears relief from the Zoning Hearing Board is required.



13. In accordance with the ZO Section 232-586(c)(3), *parking areas... shall be paved, and have paved access from a street or way and shall be located on the lot on which such use is situated.*

The stone cul-de-sac shall be paved. The stone parking area that was previously installed shall be paved.

14. In accordance with the ZO Section 232-586(c)(3), *parking areas shall be designed such that each motor vehicle may proceed to and from the parking space provided for it without requiring the moving of any other vehicle.*

For the proposed spaces located within the masonry wall, it does not appear that vehicles parked at the 2 end spaces closest to the fire hydrant label will be able to proceed (exit) their respective spaces if the parking lot is full.

15. In accordance with the ZO Section 232-592(1), *a twenty-foot bufferyard and planting strip shall be provided along each boundary which is opposite or adjacent to a residence district or to a park. Per Section 232-592(2), where the residence district or park is adjacent to or opposite to a side yard or rear yard, the bufferyard and planting strip shall be required in addition to (not including or within) the rear yard or side yard requirements of the district, the following standards shall apply:*
 - a. *The planting materials or trees used in the bufferyard and planting strip shall be of such species and size as will produce within three years a complete visual screen at least six feet high.*
 - f. *No structure, materials, equipment or parking of any vehicle or motorcycles, motorbikes or boats shall be permitted in the bufferyard and planting strip*

Bucks County Tax Map Parcel No. 02-060-069 and the property adjacent to the 100' wide lease area (Bucks County Tax Map Parcel No. 02-064-140) are both County parks. Clarify how the buffer yard and planting strip requirements will be met on the lease area. It appears zoning relief will be required.

D. Chapter 201 - Subdivision and Land Development Ordinance (SLDO)

1. In accordance with the SLDO Section 201-102(d), *wherever possible, developers shall preserve trees, groves, waterways, scenic points, historic spots and other community assets and landmarks.*

As mentioned above, the area of proposed improvements is currently wooded. This issue will be revisited once the existing and proposed treelines are provided on plans with the land development application.

2. In accordance with the SLDO Section 201-102(f), *land subject to flooding or other hazards to life, health or property shall not be utilized for residential occupancy nor for any other uses which may increase the danger to health, life or property, or aggravate erosion or flood hazard.*

The proposed improvements are in the floodplain. See our comments regarding floodplain management below in Section F.

3. In accordance with the SLDO Section 201-106(2)(a)6., *cut and fills shall not endanger adjoining property. No proposed gradings shall be permitted within three feet of any site property line...*



The proposed Improvements shall be a minimum of three feet from the lease area boundary line.

4. In accordance with SLDO Section 201-106(c)(10)b, *the following standards are to be used as a guide to the number, not the spacing or location, of trees required in all subdivisions and/or land developments: ten trees per acre of gross site area plus one tree for every five parking spaces in all other subdivisions and land developments.*

Calculations will be required with the pending land development application. These calculations should include the stone parking area that was installed without Township approval.

5. In accordance with SLDO Section 201-108(c)(3)a., *access roads (driveways) for all nonresidential subdivisions or land developments shall be paved, no less than 24 feet in width...*

As stated above, dimension the proposed access drive to the tents. A minimum width of 24 feet is required. Revise the access drive to be paved.

6. In accordance with SLDO Section 201-110(a), *curbs shall be provided along streets by the developer.*

It should be determined if curb is required along State Road. There is existing curb along one side of Gravel Pike. This would also be dictated by PennDOT.

7. In accordance with SLDO Section 201-111(a), *sidewalks shall be provided along streets by the developer.*

It should be determined if sidewalk is required along State Road. There are no existing sidewalks in the vicinity of the site.

8. In accordance with SLDO Section 201-112(e), *all dead-end parking areas shall be designed to provide sufficient back-up area for the end stalls of the parking area.*

Provide sufficient back-up space for all dead-end parking aisles. In particular concern is the compact car parking area.

9. In accordance with SLDO Section 201-112(h), *except at entrance and exit drives, all parking areas... shall be set back from the future right-of-way line and all property lines at least 15 feet.*

The stone parking area shall be part of the pending land development application and it does not comply with this setback requirement. The encroachment onto Tax Map Parcel 02-060-069 also needs to be resolved.

10. In accordance with SLDO Section 201-112(i), *all nonresidential parking areas and access driveways shall be paved and curbed.*

As mentioned above, the previously installed stone driveway and parking area should be curbed and paved. The proposed driveway to the tent should be curbed and paved.

11. In accordance with SLDO Section 201-112(k), *the layout of every parking area shall be such as to permit safe and efficient internal circulation...*



Clarify the traffic patterns through the masonry wall compact car parking area. The proposed layout/pattern does not appear to be safe or efficient.

12. In accordance with SLDO Section 201-112(o), *all public parking areas shall be illuminated to a minimum of one foot-candle during after-dark operating hours...*

A lighting plan showing compliance with this requirement should be provided with the land development application.

13. In accordance with SLDO Section 201-115(1), *no owner or other person shall construct, build, layout, or install the whole or any part of any water facility and/or sewage facility for the use or accommodation of any buildings or structures constructed or planned to be constructed within the Township until and unless plans and specifications thereof have been filed and approved by the Bensalem Township Council and the Department of Environmental Protection.*

As part of the pending land development application, the applicant shall submit a Planning Module Application Mailer to PA DEP to determine if a Planning Module must be submitted for the proposed improvements.

E. Chapter 196 - Stormwater Management Ordinance (SWMO)

Sketch Plan Note #9 on sheet 2 of 3 indicates that a waiver is requested from stormwater management requirements. Should this waiver be denied, a stormwater management plan, volume control and peak rate control will be required as the improvements do not meet any of the requirements for exemption.

F. Chapter 104 – Floodplain Management Ordinance (FMO)

1. In accordance with FMO Section 104-15, *a copy of all applications and plans for any proposed construction or development in any identified floodplain area to be considered for approval shall be submitted by the Floodplain Administrator to the county conservation district for review and comment prior to the issuance of a permit*

Since the proposed improvements are located within the floodplain, the applicant shall obtain Bucks County Conservation District review.

2. In accordance with FMO Section 104-42, *within any identified floodplain area any new construction or substantial improvements shall be prohibited.*

A variance is required for the proposed improvements.

3. In accordance with FMO Section 104-43(1)(a), *within any identified floodplain area the use of fill shall be prohibited.*

A variance is required for the proposed landscape berm. The plan also indicate the berm encroaches beyond the 100' Lease Area. This encroachment should be addressed.

4. In accordance with FMO Section 104-43(8)(a), *all buildings and structures shall be firmly anchored in accordance with accepted engineering practices to prevent flotation, collapse or lateral movement.*



The proposed outdoor facilities (HVAC units, shed, walk in box, restroom tent, kitchen tent) should be on pedestals that are anchored and above the flood elevation. (Or, build up the patio to above the flood elevation and so it is level.

In regard to the portable tent, Is it going to be taken down when flooding is predicted? Are they going to take the sides off but leave the poles (anchored) and top on? The concern is that the tent will be knocked down and can then be hazardous as it floats off. The 100-year event will, in nearly all instances, only be realized during a tropical storm/hurricane where wind damage to the tent is a real concern.

G. General Comments

1. The Township Fire Marshal should review the proposed access drive to the tents.
2. A copy of the existing PennDOT permit should be submitted with the pending land development application and should be referenced on the plan.
3. Since the stone parking area that was previously installed without Township approval shall be included in the pending land development application, an NPDES permit will be required or the existing NPDES permit shall be amended.
4. The 100-year floodplain should be shown on all plans.
5. All previous Zoning Hearing Board decision and associated conditions should be referenced on the plan.

Please contact me at this office with any questions regarding this review.

Cc: Honorable Mayor Joseph DiGirolamo
Loretta Alston, Bensalem Planning Commission
Debbie McBreen, Bensalem Council Clerk
Danielle Kimmel, Bensalem Township Finance Department
Michael Roedig, Bucks County Planning Commission
Joseph Pizzo, Esquire, Rudolph Clarke, LLC
Edward Rudolph, Rudolph Clarke, LLC
Phil Wursta, Township Traffic Engineer (email)
Pen Ryn Mansion Associates, Owner
1601 State Road, Bensalem, PA 19020
Gilmore & Associates., Applicant's Engineer (email)

SR 8001

DELAWARE EXPRESSWAY I-95

15
36.56 AC.C.

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11.36 AC.C.

2-59

STATE

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(GRAVEL PIKE) LANGSTROTH LA

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5.65 AC.C.

WOODHAVEN

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4.6 AC.

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3.981 AC.

ROAD (PVT.)

WHARF

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SR 2005

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11
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SEE 2-60

140
8.1 AC.

56-1
2.36 ACC.

137
5 AC.

138
4 AC.

139
14.24 AC.

DELAWARE

Echo Beach

RIVER

2-63

2-65

2-60

BUCKS COUNTY TAX MAP



54894-AL (2)

AMERICAN LAND TRANSFER INC.
4486 YORK ROAD, BOX 670
BUCKINGHAM, PA 18912

DEED

THIS INDENTURE is made the 17th day of May, in the year one thousand nine hundred and ninety-three (1993),

BETWEEN, SEE PEN RYN CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called the "Grantor"), of the one part, and THE COUNTY OF BUCKS, a County organized and existing under the laws of the Commonwealth of Pennsylvania, with an address or principal place of business located at Administration Building, Broad and Court Streets, Doylestown, PA 18901 (hereinafter called the "Grantee"), of the other part,

WITNESSETH That the said Grantor, intending to be legally bound, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, and in lieu of condemnation has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

ALL THOSE CERTAIN lots, tracts or parcels of land situate in the Township of Bensalem, County of Bucks, Commonwealth of Pennsylvania, more particularly described on Exhibit "A" attached hereto (the "Premises").

BEING A PORTION OF THE SAME PREMISES which James Biddle, acting both as an individual and as Trustee Under a Certain Trust Indenture dated December 22, 1961, between Charles J. Biddle, Settlor, and James Biddle, Trustee, by deed dated November 29, 1988, and recorded in Bucks County in Deed Book 2857 page 216, conveyed unto Pen Ryn Joint Venture, in fee,

AND the said Pen Ryn Joint Venture was composed of The Mallard Group-Pen Ryn Property, Inc., a Pennsylvania Corporation, and Grantor herein,

AND the said The Mallard Group-Pen Ryn Property, Inc., by Assignment of Joint Venture Interest dated June 22, 1990, assigned all of its right, title and interest in the Pen Ryn Joint Venture to Grantor herein, thus vesting Grantor with fee simple title to the Premises.

UNDER AND SUBJECT, nevertheless, to all restrictions, covenants, easements and conditions of record as of the date hereof, as well as the following:

Grantee hereby covenants, on behalf of itself and its successors and assigns, which covenant shall run with the land, that the Premises shall be used primarily for wildlife refuge, sanctuary, open space, recreational historical, cultural, or natural resource conservation purposes.

Grantee hereby covenants, on behalf of itself and its successors and assigns, which covenant shall run with the land, for the benefit of the owners from time to time of the adjacent premises now known as County Parcel 2-64-1.1, heirs, successors and assigns, that such owners shall have an easement for vista or view only across present County Parcel 2⁶⁴-60-69, the area of which shall be bounded as follows: beginning at a point located where the boundary between County Parcel 2⁶⁴-60-69 and lands presently owned by Grantee intersects the western bank of the Delaware River, thence proceeding southerly along said bank for four hundred (400) feet, thence proceeding westerly to the boundary of said adjacent premises along parallel lines four hundred feet apart perpendicular to said river bank, which area said owners, their successors and assigns, shall have license to enter in order, at their sole cost, to keep said area free of all trees, shrubs, overgrowth and debris, except for rare and endangered species, healthy trees more than fourteen (14) inches in diameter, and perimeter trees along said boundaries, any improvements to said area to become the property of Grantee. *John*

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, driveways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor, as well at law as in equity, of, in, and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

UNDER AND SUBJECT, as aforesaid.

AND the said Grantor, for itself, its successors and assigns, does covenant, promise and agree, to and with the said Grantee, its heirs, successors and assigns, by these presents, that

BK0 678 161 053

it, the said Grantor and its successors, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, heirs and assigns, against it, the said Grantor and its successors, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, it, them or any of them, shall and will subject as aforesaid, WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the party of the first part hereunto has executed and sealed this instrument, the day and year first above written.

Witness:

BSB PEN RYN CORPORATION, a Pennsylvania corporation

[Handwritten signatures of witnesses]

By: *Linda H. Harrison*, VICE PRESIDENT
LINDA H. HARRISON, VICE PRESIDENT
Attest: *Margaret Houston*, Assistant Secretary
MARGARET HOUSTON, ASSISTANT SECRETARY
[Corporate Seal]

The address of the Grantee is:

Admiral's Building
Payson Pa 17901
Pa. - U.S.A.
On behalf of Grantee

53449
25249
\$0.00

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Bucks : ss.

ON THIS the 17 day of May, 1993, before me the undersigned officer, personally appeared Linda A. Harrison, known or adequately proven to me, who acknowledged that s/he is the Vice President of BSB Pen Ryn Corporation, a corporation, and that with due authorization or delegated authority s/he executed the foregoing Deed for the purposes therein on behalf of such corporation by signing his/her name as such official.

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

Notarial Seal
R. Lynn Groves, Notary Public
Buckingham Twp., Bucks County
My Commission Expires June 3, 1996
Member, Pennsylvania Association of Notaries

[Signature]
Notary Public

My Commission Expires:

[Notarial Seal]

EXHIBIT A (Page 1 of 3)

NUMBER: 54894-AL

ALL THOSE certain pieces or parcel of ground, situate in the Township of Bensalem, County of Bucks and Commonwealth of Pennsylvania described according to a Final Subdivision Plan made for James Biddle by Barton and Martin Engineers dated December 15, 1980 last revised June 16, 1981 and recorded in the Office of the Recorder of Deeds in and for the County of Bucks at Doylestown, Pennsylvania in Plan Book 210 page 5, as follows to wit:

BEGINNING at a point of intersection of the title line in the bed of Station Avenue and the title line in the bed of State Road (50 feet wide, LR 09001); thence extending from said point of beginning South 10 degrees 29 minutes 47 seconds East along the title line in the bed of Station Avenue 1,073.58 feet to a point, a corner of lands now or late of the County of Bucks; thence extending the two following courses and distances along the last mentioned lands: (1) South 67 degrees 49 minutes West crossing the Southwesterly side of Station Avenue 729.42 feet to a point and (2) South 19 degrees 26 minutes East 557.00 feet more or less to the low water line of the Delaware River; thence extending along the low water line of the Delaware River by its various courses and distances 1,650 feet to a point; a corner of lands now or late of James Biddle, Trustee; thence extending the nine following courses and distances along the last mentioned lands (1) North 07 degrees 37 minutes 47 seconds West 309.10 feet to a point; (2) North 12 degrees 45 minutes 28 seconds East 343.79 feet to a point; (3) North 24 degrees 55 minutes 28 seconds East 280.72 feet to a point; (4) North 18 degrees 25 minutes 58 seconds East 260.38 feet to a point; (5) North 20 degrees 44 minutes 32 seconds West 559.07 feet to a point; (6) North 14 degrees 14 minutes 02 seconds West 125.50 feet to a point; (7) North 19 degrees 53 minutes 17 seconds West crossing the Southeasterly side of State Road 599.23 feet to a point on the title line of bed of State Road (8) South 74 degrees 27 minutes 53 seconds West along the title line in the bed of State Road 238.13 feet to a point; (9) South 66 degrees 33 minutes 33 seconds West along the title line in the bed of State Road 1,334.87 feet to a point; thence extending North 23 degrees 14 minutes 29 seconds West along lands now or late of James Biddle and Louise C. Biddle, His Wife crossing the Northwesterly side of State Road 467.48 feet to a point in line of lands now or late of Conrail (Philadelphia-Trenton Branch) (New York Division); thence extending the three following courses and distances along the last mentioned lands (1) North 65 degrees 11 minutes 43 seconds East 1,402.49 feet to a point; (2) South 21 degrees 54 minutes 44 seconds East 5.01 feet to a point; and (3) North 65 degrees 11 minutes 43 seconds East 892.92 feet to a point; thence extending South 21 degrees 29 minutes 47 seconds East recrossing the Northwesterly side of State Road 647.93 feet to a point in the bed of State Road; thence extending South 83 degrees 54 minutes 47 seconds East along the title line in the bed of State Road 1,318.80 feet to the first mentioned point and Place of BEGINNING.

COUNTY PARCEL NUMBER 2-59-10, 2-60-2 AND 2-60-69

BK0678 PGI 056

NUMBER: 54894-AL

EXCEPTING AND RESERVING THEREOUT AND THEREFROM TRACT NO. 1 - ALL THAT CERTAIN tract or piece of ground with the garage and other buildings and improvements erected thereon, situate in Bensalem Township, County of Bucks and Commonwealth of Pennsylvania, bounded and described in accordance with a plan and survey made thereof by Barton & Martin, Engineers, Philadelphia, Pennsylvania, dated February 26, and November 26, 1946, as follows:

BEGINNING at a point in land of Charles J. Biddle, said point being South 15 degrees 7 minutes East 318.51 feet along the center line of a 20 feet wide access right of way from a stake, an angle in the said center line, said stake being South 20 degrees 25 minutes East 890.41 feet along said center line of access right of way from a point being South 74 degrees 17 minutes West 6.15 feet along the said center line of State Road from an angle point of the said center line, said angle point being North 83 degrees 54 minutes 47 seconds West 1,318.80 feet along the said center line of State Road from its intersection with the center line of Herringbone Lane (Township Road 314) said intersection point being a corner of land of Charles J. Biddle; thence from the said point of beginning through land of Charles J. Biddle the 10 following courses and distances: (1) South 77 degrees 36 minutes West 418.59 (erroneously stated in prior deed as 48.59 feet) to a concrete monument; (2) South 27 degrees 27 minutes East 407.71 feet to a concrete monument; (3) North 83 degrees 39 minutes East 354.55 feet to a point; (4) North 23 degrees 41 minutes West 277.77 feet to a point; (5) North 66 degrees 19 minutes East 235.00 feet to a point; (6) South 23 degrees 41 minutes East 300 feet to a point; (7) North 57 degrees 19 minutes East 421.34 feet to a concrete monument; (8) North 20 degrees 29 minutes West 310.11 feet to a concrete monument; (9) South 73 degrees 20 minutes West 620.72 feet to a concrete monument and (10) South 77 degrees 36 minutes West 7.27 feet to the first mentioned Point and Place of BEGINNING.

CONTAINING 7.766 Acres, more or less.

TRACT NO. 2 ALL THAT CERTAIN tract or piece of ground with the house and improvements erected thereon, situate in Bensalem Township, County of Bucks and Commonwealth of Pennsylvania bounded and described in accordance with a plan and survey made thereof by Barton & Martin Engineers, Philadelphia, Pennsylvania, dated February 26, and November 26, 1946 as follows:

BEGINNING at a point a corner of land recently conveyed by Charles J. Biddle to All Saints Church (said corner being the end of the third course and distance described in the said conveyance); thence from said point of beginning by land of All Saints Church the three following courses and distances: (1) North 23 degrees 41 minutes West 277.77 feet to a point and

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19 NUMBER: 54894-AL

(2) North 66 degrees 19 minutes East 235.00 feet to a point, and (3) South 23 degrees 41 minutes East 300 feet to a point; thence through land of Charles J. Biddle the two following courses and distances: (1) South 57 degrees 19 minutes West 110.00 feet to a concrete monument, and (2) South 83 degrees 39 minutes West 132.37 feet to the first mentioned Point and Place of BEGINNING.

CONTAINING 1.633 Acres, more or less.

COUNTY PARCEL NUMBER 2-64-1.1

053449

THIS DOCUMENT RECORDED
IN COUNTY OF BERKS, PA.

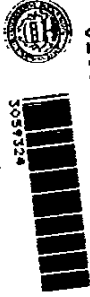
JUN - 1 93

R. D. P. [Signature]
RECORDER OF DEEDS

COPY

B. C. B. O. A.
Registry
[Signature]

02060002



02059010



02060069



02064001.001



BK0678 PG1058

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2020003858

Recorded On 1/17/2020 At 9:33:57 AM

* Total Pages - 10

* Instrument Type - DEED OF CORRECTION

Invoice Number - 1053803 User - KLJ

* Grantor - PEN RYN MANSION ASSOCIATES

* Grantee - PEN RYN MANSION ASSOCIATES

* Customer - FOX ROTHSCHILD

* **FEES**

RECORDING FEES \$98.75

TOTAL PAID \$98.75

Bucks County UPI Certification
On January 17, 2020 By TF

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

COPY

RETURN DOCUMENT TO:
FOX ROTHSCHILD

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Bucks County, Pennsylvania.



Robin M. Robinson

Robin M. Robinson
Recorder of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

1642E0



RECEIVED

Prepared By: Carrie B. Nase-Poust, Esquire
c/o Fox Rothschild LLP
2700 Kelly Road, Suite 300
Warrington, PA 18976
(215) 345-7500
TMP No.: 02-064-001.001

2020 JAN 17 A 9:23

DUKE COUNTY
RECORDER OF DEEDS

Return To: Carrie B. Nase-Poust, Esquire
c/o Fox Rothschild LLP
2700 Kelly Road, Suite 300
Warrington, PA 18976
(215) 345-7500
TMP No.: 02-064-001.001

DEED OF CORRECTION

This Indenture is made the 14th day of January, 2020.

Between WILLIAM F. HAAS, IV, ANTHONY SZUSZCZEWICZ AND GERALD DONAHUE, CO-GENERAL PARTNERS D/B/A PEN RYN MANSION ASSOCIATES, A PENNSYLVANIA GENERAL PARTNERSHIP (hereinafter, collectively the "Grantors"), of the one part,

and

PEN RYN MANSION ASSOCIATES, A PENNSYLVANIA GENERAL PARTNERSHIP (hereinafter the "Grantee"), of the other part.

Witnesseth, That the said Grantors, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors and Assigns,

ALL THAT CERTAIN, tract or piece of ground with the garage and other buildings and improvements erected, thereon, situate in Bensalem Township, County of Bucks, and Commonwealth of Pennsylvania, bounded and described in accordance with a plan and survey made thereof by Barton & Martin, Engineers, Philadelphia, Pennsylvania, dated February 26 and November 26, 1946, bounded and more fully described on **Exhibit "A"** attached hereto and made a part hereof.

BEING Tax Parcel No. 02-064-001.001.

UNDER AND SUBJECT, nevertheless, to all restrictions, covenants, easements and conditions of record as of the date hereof.

BEING the same premises which William F. Haas, IV, Anthony Szuszczewicz, Gerald Donahue and Daniel A. Mullen by Deed dated September 30, 2005, and recorded November 14, 2005, in Bucks County in Deed Book 4709, Page 1089 conveyed unto William F. Haas, IV, Anthony Szuszczewicz, Gerald Donahue, co-general partners d/b/a Pen Ryn Mansion Associates, a Pennsylvania general partnership, in fee.

WHEREAS, it was the intent that the property be held in the name of the general partnership, Pen Ryn Mansion Associates, a Pennsylvania general partnership and not the individual partners; and

WHEREAS, this Deed is a Corrective Deed which is being recorded to correct the reference to the conveyance of the property into the name of Pen Ryn Mansion Associates, a Pennsylvania general partnership, and, therefore, no realty transfer tax is due and owing.

Together with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest property, claim and demand whatsoever of it, the said Grantors, as well at law as in equity, of, in, and to the same.

To have and to hold the said lot or piece of ground above described, hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors and Assigns forever.

And the said Grantors, their Heirs, Personal Representatives, Successors and Assigns do covenant, promise and agree, to and with the said Grantee, its Successors and Assigns, by these presents, 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 all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them, shall and will BY THESE PRESENTS WARRANT and forever DEFEND.

In Witness Whereof, the said party of the first part to these presents has hereunto set their hand and seal. Dated the day and year first above written.

Signed, Sealed and Delivered in the Presence of Us:

GRANTORS:

Pen Ryn Mansion Associates, a Pennsylvania general partnership

By: [Signature]
William F. Haas, IV, individually and as co-general partner

[Signature]
Witness

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF Bucks } SS.

ON this, the 15 day of January, 2020, before me, a Notary Public, the undersigned Officer, personally appeared William F. Haas, IV, individually and as co-general partner of Pen Ryn Mansion Associates, a Pennsylvania general partnership, known to me, or satisfactorily proven to me, to be the person whose name is subscribed to the within instrument, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

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

[Signature]

Notary Public
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Patricia Giannini, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Jan. 7, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Signed, Sealed and Delivered
in the Presence of Us:

GRANTORS:

Pen Ryn Mansion Associates,
a Pennsylvania general partnership

By: [Signature]
Anthony Szuszcwicz, individually and
as co-general partner

[Signature]
Witness

STATE OF Florida

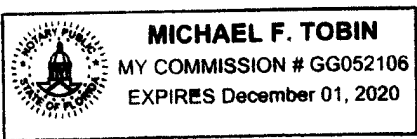
COUNTY OF Palm Beach

}
} SS.
} COPY

ON this, the 14th day of January, 2020, before me, a Notary Public, the undersigned Officer, personally appeared Anthony Szuszcwicz, individually and as co-general partner of Pen Ryn Mansion Associates, a Pennsylvania general partnership, known to me, or satisfactorily proven to me, to be the person whose name is subscribed to the within instrument, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

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

[Signature]
Notary Public



Signed, Sealed and Delivered
in the Presence of Us:

GRANTORS:

Pen Ryn Mansion Associates,
a Pennsylvania general partnership

By: [Signature]
Gerald Donahue, individually and
as co-general partner

[Signature]
Witness

STATE OF PA

COUNTY OF Bucks

}
}
} SS.

ON this, the 15 day of January, 2020, before me, a Notary Public, the undersigned Officer, personally appeared Gerald Donahue, individually and as co-general partner of Pen Ryn Mansion Associates, a Pennsylvania general partnership, known to me, or satisfactorily proven to me, to be the person whose name is subscribed to the within instrument, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

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

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Patricia Giannini, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Jan. 7, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Deed of Correction

WILLIAM F. HAAS, IV, ANTHONY SZUSZCZEWICZ AND GERALD DONAHUE, CO-
GENERAL PARTNERS D/B/A PEN RYN MANSION ASSOCIATES, A PENNSYLVANIA
GENERAL PARTNERSHIP

- TO -

PEN RYN MANSION ASSOCIATES, A PENNSYLVANIA GENERAL PARTNERSHIP

- FOR -

Tax Parcel No. 02-064-001.001
Bucks County, Pennsylvania

FOX ROTHSCHILD LLP
2700 Kelly Road
Suite 300
Warrington, PA 18976
(215) 345-7500

The address of the within-named Grantee is:

1601 State Road
Bensalem, PA 19020

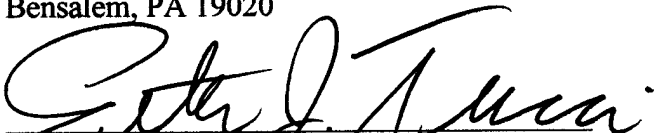

On behalf of the Grantee

Exhibit "A"

Legal Description

BEGINNING at a point in land of Charles J. Biddle, said point being South 15 degrees 7 minutes East 318.51 feet along the center line of a 20 feet wide access right of way from a stake, an angle in the said center line, said stake being South 20 degrees 25 minutes East 890.41 feet along said center line of access right of way from a point being South 74 degrees 17 minutes West 6.15 feet along the said center line of State Road from an angle point of the said center line, said angle point being North 83 degrees 54 minutes 47 seconds West 1,318.80 feet along the said center line of State Road from its intersection with the center line of Herringbone Lane (Township Road 314) said intersection point being a corner of land of Charles J. Biddle; thence from the said point of beginning through land of Charles J. Biddle the 10 following courses and distances: (1) South 77 degrees 36 minutes West 418.59 feet (erroneously stated in prior deed as 48.59 feet) to a concrete monument; (2) South 27 degrees 27 minutes East 407.71 feet to a concrete monument; (3) North 83 degrees 39 minutes East 354.55 feet to a point; (4) North 23 degrees 41 minutes West 277.77 to a point; (5) North 66 degrees 19 minutes East 235.00 feet to a point; (6) South 23 degrees 41 minutes East 300 feet to a point; (7) North 57 degrees 19 minutes East 421.34 feet to a concrete monument; (8) North 20 degrees 29 minutes West 310.11 feet to a concrete monument; (9) South 73 degrees 20 minutes West 620.72 feet to a concrete monument and (10) South 77 degrees 36 minutes West 7.27 feet to the first mentioned point and place.

CONTAINING 7.766 Acres.

TRACT NO. 2 ALL THAT CERTAIN tract or piece of ground with the house and improvements erected thereon, situate in Bensalem Township, County of Bucks and Commonwealth of Pennsylvania, bounded and described in accordance with a plan and survey made thereof by Barton & Martin, Engineers, Philadelphia, Pennsylvania, dated February 26 and November 26, 1946, as follows:

BEGINNING at a point a corner of land recently conveyed by Charles J. Biddle to All Saints Church (said corner being the end of the third course and distance described in the said conveyance; thence from said point of beginning by land of All Saints Church the three following courses and distances: (1) North 23 degrees 41 minutes West 277.77 feet to a point and (2) North 66 degrees 19 minutes East 235.00 feet to a point, and (3) South 23 degrees 41 minutes East 300 feet to a point; thence through land of Charles J. Biddle the two following courses and distances: (1) South 57 degrees 19 minutes West 110.00 feet to a concrete monument, and (2) South 83 degrees 39 minutes West 132.37 feet to the first mentioned Point and Place of BEGINNING.

CONTAINING 1.633 Acres.

TOGETHER with an easement for the benefit of the premises now known as County Parcel 2-64-1.1. for vista or view only across present County Parcel 2-60-69, the area of which shall be bounded as follows: beginning at a point located where the boundary between County Parcel 2-60-69 and lands presently owned by the County of Bucks intersects the western bank of the Delaware River, thence proceeding southerly along said bank for four hundred (400) feet, thence proceeding westerly to the boundary of the Premises along parallel lines four hundred (400) feet apart perpendicular to said river bank, together with the license to enter such area in order to keep it free, at their sole cost and expense, of all trees, shrubs, overgrowth and debris, except for rare and endangered species, healthy trees more than fourteen (14) inches in diameter, and perimeter trees along said boundaries, any improvements in such area to become the property of Grantor, or its successors and assigns.

COPY

REV-183
BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX
STATEMENT OF VALUE**
COMPLETE EACH SECTION

State Tax Paid: _____
Book: _____ Page: _____
Instrument Number: _____
Date Recorded: _____

SECTION I TRANSFER DATA

Date of Acceptance of Document _____

Grantor(s)/Lessor(s) William F. Haas, IV, Anthony Szuszezewicz & Gerald Donahue, co- general partners d/b/a Pen Ryn Mansion Assoc	Telephone Number _____	Grantee(s)/Lessee(s) Pen Ryn Mansion Associates	Telephone Number _____
Mailing Address 1601 State Road		Mailing Address 1601 State Road	
City Bensalem	State PA	ZIP Code 19020	City Bensalem
	State PA	ZIP Code 19020	

SECTION II REAL ESTATE LOCATION

Street Address
1601 State Road

City, Township, Borough
Bensalem Township

County Bucks	School District Bensalem	Tax Parcel Number 02-064-001.001
-----------------	-----------------------------	-------------------------------------

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO

1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value 357,640.00	5. Common Level Ratio Factor x 10.64	6. Computed Value = 3,805,289.60

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 3,805,289.60	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
--	--	--

2. Check Appropriate Box Below for Exemption Claimed.

Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)

Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)

Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)

Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)

Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)

Statutory corporate consolidation, merger or division. (Attach copy of articles.)

Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name William F. Haas, IV	Telephone Number 215-633-0600
Mailing Address 1601 State Road	City Bensalem
	State PA
	ZIP Code 19020

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party _____ Date 1-14-20

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.





County of Bucks

OFFICE OF THE SOLICITOR
55 East Court Street, Doylestown, PA 18901
Phone: 215-348-6464 Fax: 215-340-8206

County Solicitor
DONALD E. WILLIAMS, ESQ.

Assistant Solicitors
DONNA L. SNYDER, ESQ.
TINA MAZAHERI, ESQ.
SEAN M. CORR, ESQ.
KATHARINE WEEDER, ESQ.

April 9, 2019

Thomas R. Hecker
Begley, Carlin & Mandio, LLP
680 Middletown Boulevard
P.O. Box 308
Langhorne, PA 19047-0308

RE: County of Bucks to Pen Ryn Associates LLC
COB Reference: 4/3/19-7c

Dear Mr. Hecker:

Enclosed please find the fully executed Lease Agreement for the above matter, which was approved by the Bucks County Commissioners at their meeting held on April 3, 2019.

Please feel free to contact me at the above number should you require further assistance.

Thank you,

A handwritten signature in blue ink, appearing to read "Kate T. Saul".

Kate T. Saul
Paralegal
ktsaul@buckscounty.org

/kts
Enclosure

LEASE AGREEMENT

THIS LEASE is made this 3rd day of April, 20 19 by and between THE COUNTY OF BUCKS (hereinafter referred to as "Bucks County" or "Lessor") and PEN RYN ASSOCIATES LLC, a Pennsylvania Limited Liability Company (hereinafter referred to as "Pen Ryn" or "Lessee").

1. Bucks County demises and leases to Pen Ryn, and Pen Ryn rents from Bucks County, a portion of the parcel known as Bucks County Tax Parcel Number 2-60-69 which area is identified on a plan prepared by Gilmore and Associates, Inc. dated June 7, 2018 titled "Easement Plan for Tented Area Boat House at Pen Ryn", a copy of which plan is attached hereto and incorporated herein as *Exhibit "A"*, which area is an approximate 100' wide strip of property captioned "100' Wide Easement Area" on said plan, together with all improvements thereon, currently or constructed in the future ("Leased Premises"). A Legal Description of the Easement Area is attached as *Exhibit "B"*.

2. **Lease Term.** The term of this Lease shall be for a period of twenty- nine years beginning on the Effective Date during which term Lessee shall have the right to occupy and improve the Leased Premises, subject to the terms and conditions set forth herein. The date on which the second of the parties executes this Lease is referred to as the "Execution Date".

3. **Minimum Rent.** As rent hereunder, commencing on the Effective Date, Lessee hereby agrees to pay Lessor the sum of Ten Thousand Dollars and No/100 (\$10,000.00) per year payable in one lump sum payment, payable on the first day of each year of Lease. Following the fifth year of the Lease the minimum rent shall be increased 3% every two years as shown on the attached rent schedule.

4. **Riverfront Venue.** The sole permitted use of the Leased Premises is for the development and use of certain improvements, including a riverfront restaurant with associated parking and drives, which improvements shall be substantially in accordance with a sketch, a copy of which is attached hereto and incorporated herein as *Exhibit "C"*, illustrating the tent and floor plan ("Riverfront Venue"). The location and layout of the improvements related to the Riverfront Venue shall be substantially in accordance with *Exhibit "C"*. This Lease is conditioned upon Lessee's receipt of all necessary approvals and permits for construction of the Riverfront Venue. The Effective Date of this Lease shall be the date upon which Lessee first

receives a permit for construction or land alteration from Bensalem Township authorizing construction or land alteration activity in furtherance of construction of the said restaurant or parking or driveway facilities and all other permits from applicable agencies having jurisdiction. This Lease shall not be effective, and Lessee shall not perform any construction or land alteration activities, unless and until Lessee has received all approvals, beyond appeal, and has notified Bucks County as provided herein. The Effective Date of this Lease shall be no later than two years of the Execution Date of this Lease, and if Lessee has not received a permit authorization for construction or land alteration for the Riverfront Venue during this two year time period, then this Lease shall automatically terminate as of two years from the Execution Date, unless extended in writing by the parties.

5. **Vista Easement.** The Leasehold premises are located in an area which is subject to a "Vista Easement" which easement is established in a certain Deed dated May 17, 1993 and recorded in the office of the Bucks County Recorder of Deeds at Book 0678, page 1052 and was modified by certain Deed of Easement dated September 27, 2005 and recorded in the Office of the Bucks County Recorder of Deeds at Book 4654, page 1176. The said Vista Easement, as amended, provides a Vista Easement to the owner of Bucks County Tax Parcel No. 2-64-1.1. Lessee is the owner of said property (TPN 2-64-1.1). The parties shall amend said Vista Easement so as to exclude the Leased Premises from the Vista Easement area and if said amendment does not occur, then this Lease shall be null and void.

6. **Payment of Utilities.** The Lessee shall pay, as and when the same shall become due and payable as additional rent, all charges for electricity, gas, heat, water, sewer and any other utilities supplied, or that may be supplied, to the Leased Premises. Lessee shall defend, indemnify and hold harmless Bucks County from any and all claims, assessments, or actions relating to the utilities servicing the Leased Premises.

7. **Lessee Improvements.**

a. Lessee may construct, remove, repair or relocate upon the Leased premises such buildings, structures, curbing, pavement, driveways, machinery or equipment (collectively the "Lessee Improvements") now or hereafter placed upon the Leased Premises without incurring any liability to Lessor, provided that said Lessee Improvements shall be consistent with those improvements that are depicted on Exhibit "B" (Riverfront Venue) and are associated with the proposed restaurant use upon the leased premises. All Lessee Improvements

and Additional Lease Improvements (defined below) shall be performed in a good and workmanlike manner in conformity with all local, state and federal building laws, regulations, codes and standards.

b. After the Effective Date of the Lease, Lessee is authorized, at its own expense, to make such alterations, improvements and additions (“Additional Leased Improvements”) to the Leased Premises as it finds necessary for its purposes and as may be permitted by laws and regulations in force at the time; but no alterations, improvements or additions which affect the structure of the building shall be made without first obtaining the written approval on each occasion of the Lessor; which approval shall not be unreasonably withheld.

c. Lessee shall not permit any liens for such alterations, improvements and the like to attach to the Leased Premises.

d. Any Leased Improvements or Additional Leased Improvements may occur only after the receipt of all approvals and permits from any applicable municipal and/or regulatory authorities or other agencies having jurisdiction over the project. All Lessee Improvements and all other property owned by Lessee now or hereafter placed upon the Leased premises, whether annexed to the land or not, shall remain the personal property of Lessee and Lessee shall have the right and privilege to remove such Lessee Improvements, provided, however, that in the event that Lessee does remove the Lessee Improvements, Lessee shall restore the property to its pre-existing condition. Upon termination of the Lease, Bucks County shall, within thirty (30) days after the Lease is terminated, notify Lessee in writing if Bucks County will require Lessee to remove any or all of Lessee’s Improvements. In the event that Bucks County does so, Lessee shall remove all such improvements, and restore the property to its pre-existing condition, within 120 days of said written notice.

8. Demolition Escrow Deposit. Lessee shall pay to Bucks County, which payment shall be deposited in an escrow account, the sum of \$25,000.00 on or prior to the Effective Date. Said deposit shall be held in escrow for the duration of this Lease. In the event that Lessee terminates this Lease as provided hereunder, and Bucks County notifies Lessee that Bucks County will require the demolition or removal of Lessee’s improvements, and in the event that Lessee fails or refuses to demolish or remove said improvements within the 120 day period provided hereinabove, then in that event Bucks County may use all or part of the said escrow

deposit to demolish or remove any remaining structures and restore the property to its pre-existing condition. In lieu of the above cash escrow, Lessee may furnish Lessor a demolition bond in a form satisfactory to Lessor to secure the faithful performance of the obligation set forth in this paragraph.

9. **Liens and Taxes.** Beginning on the Effective Date, Lessee shall pay to the applicable taxing authority all real estate taxes or any real estate transfer taxes arising as a result of this Lease that may be levied, assessed or charged against the Leased Premises by a governmental authority, including payment of any increases in taxes due by Bucks County as the result of the loss of tax-exempt status on the portion of County land that is no longer being used for public purposes.

10. **Government Regulation.** At Lessee's expense, Lessee shall comply with all laws, regulations, rules, decisions, codes, orders or ordinances of any federal, state and municipal government or their appropriate regulatory agencies now enforced during the term of this Lease, or which may hereafter be enforced, relating to the carrying on of Lessee's business on the leased premises.

11. **Termination by Lessee.** Lessee shall have the option to terminate this Lease at any time by providing written notice to Bucks County at least 180 days prior to Lessee's proposed termination. In such event, this Lease shall terminate absolutely upon the termination date designated in Lessee's termination notice, which shall not be less than 180 days from the date of the Notice.

12. **Option to Renew.** Provided that Lessee shall not be in default in the performance of any term or condition of this Lease, Lessee shall have the right, at its option, to extend the above term for an additional term of twenty years under the same terms and conditions as set forth in this Lease, except that Rent shall increase to the sum of Fifteen Thousand Dollars and No/100 (\$15,000.00) per year payable in one lump sum payment with the rent increasing 3% every two years thereafter. This option may be exercised by the Lessee on or before six (6) months from the last day of the term. The option shall be exercised by mailing, certified mail, return receipt requested, Notice to Lessor stating that Lessee is exercising its option to renew and extend.

13. **Restrictions and Easements.** Lessee acknowledges that some or all of the Leased Premises may be subject to easements, covenants, or restrictions affecting Lessee's

intended use of the Property. Lessor makes no representations as to Lessee's ability to use the Leased Premises as intended as Lessee has conducted its' own independent investigation regarding same. Lessee agrees to defend, indemnify and hold Lessor harmless from any and all claims, demands, suits and causes of action arising from or relating to alleged violations of any such easements and restrictions and agrees to be responsible for all costs and damages, if any, related to any such violation of said easements and restrictions. In the event the Leased Premises are subject to easements, covenants or restrictions, that would conflict with all or a portion of the Riverfront Venue, or the Riverfront Venue would conflict with easements, covenants or restrictions on other property owned by Lessor, and after reasonable efforts by the Lessee and Lessor, cannot resolve such conflicts so as to permit the Riverfront Venue to proceed, this Lease shall be null and void.

14. Trash Removal and Maintenance of the Property. Lessee shall pay for trash removal and for any other services associated with the use of the premises. Lessee shall pay for all maintenance, repairs, landscaping upon the building, grounds and improvements and shall maintain the premises in good condition and repair.

15. Assignment and Subletting. Lessee shall not have the right to assign this Lease or sublet or otherwise use all or any part of the premises to any person, firm or corporation.

16. Lessor's Right to Inspect. Lessor and its agent shall have access to the premises at all reasonable times for the purpose of general inspection, protection against damage by fire and other hazards and for the purpose of verifying general compliance by Lessee with all applicable provisions of the Lease. Lessors rights granted hereunder shall in no way be construed to obligate the Lessor to make such inspections or to make any repairs, which obligation shall be and remain solely the obligations of Lessee.

17. Insurance.

a. Lessee shall, at its sole expense, maintain in effect at all times during the term of this Lease insurance coverage with limits as may be required by the Bucks County in accordance with the Bucks County Policy but in no event less than those set forth below with insurers either licensed or admitted to do business in the Commonwealth of Pennsylvania:

1) Worker's Compensation Insurance - minimum limit as defined by statute, as the same may be amended from time to time;

2) Employer's Liability Insurance - minimum limit of Five Hundred Thousand (\$500,000.00);

3) Commercial General Liability, Bodily Injury/Property, Damage Insurance - minimum limit One Million (\$1,000,000.00) Dollars combined single limit per occurrence per bodily injury, personal injury and property damage.

4) Lessee shall also maintain a \$4,000,000.00 excess liability coverage policy.

b. The foregoing insurance policies of Lessee shall be in a form acceptable to Lessor, endorsed to include Lessor as additional insured on a primary and noncontributory basis, primary over any insurance carried by Lessor and the commercial general liability policy shall include the following coverage:

1) Comprehensive form;

2) Premises/Operations;

3) Independent Contractor;

4) Personal Injury Liability;

5) Broad Form Property Damage;

6) Fire Legal Liability;

7) Liquor Liability (If the general liability insurance carrier will not agree to include liquor liability with its general liability policy, then the Lessee is required to purchase a separate liquor liability policy in a form satisfactory to Lessor. The minimum coverage shall be the same as the general liability coverage and shall also be included within the excess liability coverage); and

8) The Release and or/discharge of Hazardous Substances or Hazardous Waste in, on or about the Premises or the Building.

18. Evidence of these coverages. During the term hereof, Lessee shall keep the building and improvements upon the Premises insured against loss or damage against fire, with extended coverage, all risk perils, flood, vandalism and malicious mischief endorsement or their equivalents, in an amount not less than One Hundred Percent (100%) of the replacement cost of the building and structures insured with the loss payable thereunder to Lessor and to any authorized mortgagee of Lessor (with standard mortgagee loss payable clause) in accordance with their respective interests. In addition thereto, Lessee shall, at its own cost and expense,

procure and continue in full force and effect during the term hereof, fire, extended coverage and all other perils commonly referred to as "all risk" insurance, written at One Hundred Percent (100%) replacement cost value, covering all of Lessee's trade fixtures, furniture, goods, equipment, improvements and other personal property of Lessee presently or hereafter situated in the premises and all leasehold improvements and/or alterations installed in the premises by Lessee during the term hereof.

19. Additional Insurance Provisions. Every policy of insurance required to be provided by Tenant under Number 17 above, shall provide that:

a. The issuer thereof waives all rights of subrogation and rights of recovery against Lessor, and successor of Lessor's interest in the premises and any mortgagee or assignee of Lessor's interest in the premises;

b. Thirty days (30) prior written notice of the cancellation, modification or amendment thereof shall be given to Lessor or any such mortgagee or assignee thereof; and

c. Such policy shall neither be invalidated by any foreclosure or other proceedings or notices thereof relating to the premises or any interest therein or by any change in the title of ownership of the premises or any interest therein. No such policy shall contain a provision relieving the issuer thereof of liability for any loss by reason of the existence of other policies or insurance covering the premises against the peril involved.

d. The County of Bucks, its Board of Commissioners, employees, directors, officers, departments and divisions shall be included as additional insured.

20. Damage or Destruction. In the event that the improvements on the Premises are totally destroyed or so damaged by fire or other casualty that the same cannot be repaired or restored within a reasonable time, this lease shall absolutely cease in the term and the rent shall abate for the balance of the term. If the damage be only partial and such that the premises can be restored to its former condition within a reasonable time, the Lessor, may, at its option, restore the same with reasonable promptness, reserving the right to enter upon the demised premises for that purpose. In that event, the rent shall be apportioned and suspended during the time the Lessor is in possession, taking into account the proportion of the demised premises rendered tenantable and the duration of the Lessor's possession.

21. Condemnation. In the event that the Premises or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as

of the date title shall vest in the condemnor, and rent shall abate in an amount represented by the reduction in Lessor's payments to service the financing of the cost of acquisition of the Premises, if the amount of just compensation were applied to the then remaining principal loan balance, whether or not Lessor actually applies the just compensation, or any part thereof, to repayment of the loan.

22. Quiet Enjoyment. Lessee, upon its payment of all rent and other sums herein provided, and upon its compliance with the performance of all of those provisions, terms, conditions and obligations applicable to and performable by Lessee hereunder, shall peaceably and quietly hold, occupy and enjoy the premises for the term (and any extensions thereof) without hindrance, ejection or interruption by Lessor, subject to the terms, covenants and provisions hereof.

23. Environmental Compliance

a. The terms "Hazardous Substance" and "Hazardous Waste" as used herein shall mean any substance or waste defined or designated as hazardous or toxic waste, material, substance or similar term by any present or future federal, state or municipal environmental statute, code, ordinance, order, judgment, decree, injunction, restriction, requirement, rule or regulation of any governmental entity.¹

¹ "Hazardous Substances" and "Hazardous Waste" shall include, without limitation, (i) asbestos and any asbestos containing material, (ii) any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any applicable laws or regulations as a "hazardous substance", "hazardous material", "hazardous waste", "infectious waste", "toxic substance", "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "EP toxicity", or (iii) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources or (iv) petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter and medical waste.

Environmental Laws" collectively shall mean and include, without limitations, all present and future laws and any amendments (whether common law, statute, rule, order, regulation or otherwise), permits, and other requirements or guidelines of governmental authorities applicable to the Property and relating to the environment and environmental conditions or to any Hazardous Materials or Hazardous Materials Activity (including the Comprehensive Environmental Response Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 6901 et seq., the

b. Lessee hereby covenants, represents and warrants that it shall not use the Premises for the purpose of refining, producing, storing, handling, transferring, processing or transporting Hazardous Substances or Hazardous Waste.

c. Lessee shall use and occupy the Leased Premises or cause it to be used and occupied in compliance with all applicable laws, rules and regulations promulgated by all local, state and federal governmental agencies including the the U.S. Environmental Protection Agency and the Department of Environmental Protection of the Commonwealth of Pennsylvania or any successor agencies thereto including, without limitation, regulations governing underground storage tanks.

24. Indemnification

a. Lessee shall indemnify, defend and hold harmless the County of Bucks, its Board of Commissioners, employees, directors, officers, departments and divisions from and against any and all claims, liabilities, obligations, damages, penalties, causes of action, costs and expenses (including reasonable attorneys' fees, investigation, consultant and management fees and court costs) arising from:

- 1) the conduct of Lessee's business or the business of any of Lessee's agents, contractors,, employees, invitees, or licensees;
- 2) Lessee's improvements to the Premises including, but not limited to, the construction, removal, repair or relocation of buildings, structures, curbing, paving and driveways upon the leased premises;
- 3) any negligence, carelessness or recklessness of Lessee, its agents and/or employees in its use or improvement of the Premises;

Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 33 U.S.C. §§ 7401 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j, the Emergency Planning and Community RightToKnow Act, 42 U.S.C. §§ 1101 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq. and any so-called "Super Fund" or "Super Lien" law, environmental laws administered by the Environmental Protection Agency, any similar state and local laws and regulations, all amendments thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder).

4) Lessee or any of Lessee's agents, contractors, employees, invitees, or licensees use or occupancy of the Premises or the Building, including, but not limited to, the release or discharge of Hazardous Substances or Hazardous Waste in, on or about the Premises or the Building;

5) any activity, work or things done, permitted or suffered by Lessee or any of Lessee's agents, contractors, employees, invitees, licensees, including, but not limited to, the use, treatment, production, handling, refining, transfer, processing, transporting, generating, manufacturing, disposing or storage of any Hazardous Substance or Hazardous Waste including, without limitation, petroleum products, radon, asbestos, or polychlorinated biphenyls in, about or affecting the Premises or the Buildings;

6) the violation of any applicable federal, state or municipal laws, statutes, codes, or, ordinances, orders, judgments, decrees, injunctions, rules, regulations, restrictions and requirements; or

7) any act, event or occurrence affecting the Leased Premises or the Building, which results from the use, treatment, production, handling, refining, transfer, processing, transporting, generating, manufacturing, disposing or storage of any Hazardous Waste or Hazardous Substance. In case any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense represented by counsel satisfactory to Lessor.

25. Default of Lessee. Lessor shall not exercise any of Lessor's remedies against Lessee by reason of any default unless and until Lessor shall have given Lessee notice specifying the default and unless Lessee shall have failed to remedy the default within a period of thirty (30) days from the giving of notice of such default, unless a different period is otherwise specified herein. This Lease, and the exhibits attached hereto informing a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises. No subsequent alteration, amendment, change or addition to the Lease shall be binding on Lessor or Lessee unless reduced in writing and signed by both parties.

26. Further Preconditions.

a. Prior to the Effective Date of this Lease, Lessee shall:

1) Obtain all necessary environmental permits, including but not limited to, wetlands permits from all agencies with jurisdiction, floodplain approvals, Bucks County Conservation District approvals, and NPDES. Permits and approvals shall be made available to the County;

2) Meet all the requirements of the Bensalem Township Zoning Ordinance and the Bensalem Township Subdivision/Land Development ordinance and any other Township code or ordinance requirements;

3) Obtain all PennDOT Highway Occupancy Permits;

4) Provide all information and permits to demonstrate satisfactory wastewater and water supply facilities and

5) Submit land development plans to the Bucks County Planning Commission.

27. Open Space Corridor. A 50-foot wide corridor of open space shall be preserved along the entire river frontage of TMP 2-60-69. The fifty feet shall be measured perpendicularly inward from the Delaware River and shall be measured from the high tide mark of the river. All plans shall be amended to show and establish said open space.

28. Bucks County Tax Parcel Number 2-64-140. No portion of the Riverfront Venue, including, without limitations, buildings, driveways, access roads and parking areas shall be situated on Bucks County Tax Parcel Number 2-64-140.

29. Driveway Access. To the extent not already provided by existing easements, Lessor shall provide Lessee with access to the proposed Riverfront Venue in a form acceptable to both parties.

30. Notice. All notices required to be sent under this Lease shall be in writing and shall be sent by U.S. Certified Mail, Return Receipt Requested, by a nationally recognized overnight carrier, by tele facsimile or by hand delivery addressed as follows (or to such other address as either party shall later designate by written notice to the other): If intended for Lessee: Pen Ryn, Inc., Attn: William Haas, IV, 1601 State Road, Bensalem, PA 19020. If intended for Lessor: County of Bucks, Attn: County Solicitors Office, 55 East Court Street, Fifth Floor, Doylestown, PA 18901 with copy to County of Bucks, Attn.: Chief Operating Officer, 55 East Court Street, Fifth Floor, Doylestown, PA 18901 and Bucks County General Services,

Attn: Asset Manager, Neshaminy Manor Center, Route 611 and Almshouse Road, Doylestown,
PA 18901.

Signatures Appear on Following Page

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

LESSOR:

THE COUNTY OF BUCKS

Attest:

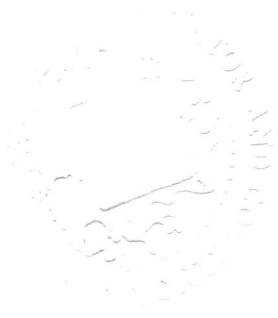
Deanna M. Giorno
Deanna Giorno, Chief Clerk

Date: 4/8/19

By [Signature]
Robert G. Loughery, Chairman

By [Signature]
Charles H. Martin, Commissioner

By [Signature]
Diane M. Ellis-Marseglia, Commissioner



LESSEE:

PEN RYN ASSOCIATES LLC, a Pennsylvania Limited Liability Company

By: [Signature]
Name: William Haas, IV
Title:

**PEN RYN
RENT SCHEDULE**

<u>YEAR</u>	<u>AMOUNT</u>
1	\$10,000.00
2	\$10,000.00
3	\$10,000.00
4	\$10,000.00
5	\$10,000.00
6	\$10,300.00
7	\$10,300.00
8	\$10,609.00
9	\$10,609.00
10	\$10,927.27
11	\$10,927.27
12	\$11,255.08
13	\$11,255.08
14	\$11,592.74
15	\$11,592.74
16	\$11,940.52
17	\$11,940.52
18	\$12,298.73
19	\$12,298.73
20	\$12,666.69
21	\$12,666.69
22	\$13,047.72
23	\$13,047.72
24	\$13,439.16
25	\$13,439.16
26	\$13,842.33
27	\$13,842.33
28	\$14,257.60
29	\$14,257.60

EXHIBIT “A”
to Lease Agreement

EXHIBIT “B”
to Lease Agreement

Metes and Bounds Description
100' Wide Tent Easement
On Lands N/L The County of Bucks, Tax Parcel 2-60-69
For the Benefit of Lands N/L William F. Hass IV, Anthony Szuszczewicz,
Gerald Donahue and Daniel A. Mullen, Tax Parcel 2-64-1.1
Bensalem Township, Bucks County, Pennsylvania

Beginning at a concrete monument found at the westerly most corner of lands now or last The County of Bucks, Tax Parcel 2-64-140, said corner being the terminus of course number two as described in Deed Book 678, Page 1052, and from said Point of Beginning, thence;

1. Along the dividing line between lands now or last The County of Bucks, Tax Parcel 2-60-69 and lands now or last The County of Bucks, Tax Parcel 2-64-140, South 19° 26' 00" East, for a distance of 557 feet more or less to the low water line of the Delaware River, thence;
2. Extending along the low water line of the Delaware River by its various courses and distances 103 feet more or less to a point, thence;
3. Through lands now or last The County of Bucks, Tax Parcel 2-60-69, along a line 100 feet westerly, parallel with and adjacent to course number one above, North 19° 26' 00" West for a distance of 625 more or less feet to a point on the dividing line between lands now or last The County of Bucks, Tax Parcel 2-60-69 and lands now or last William F. Hass IV, et al, Tax Parcel 2-64-1.1, thence;
4. Along said dividing line, North 57° 19' 00" East, for a distance of 102.74 feet to a point, thence;
5. Through lands now or last The County of Bucks, Tax Parcel 2-60-69 along a projection in reverse of course number one described above, South 19° 26' 00" East, for a distance of 68.50 feet to the Point and place of Beginning.

Containing 62,540 square feet or 1.456 acres, more or less.

Dated: May 4, 2018

File No.: 12-10067

Prepared by: James D. McEwen, Professional Land Surveyor
Pennsylvania License No. SU038752R



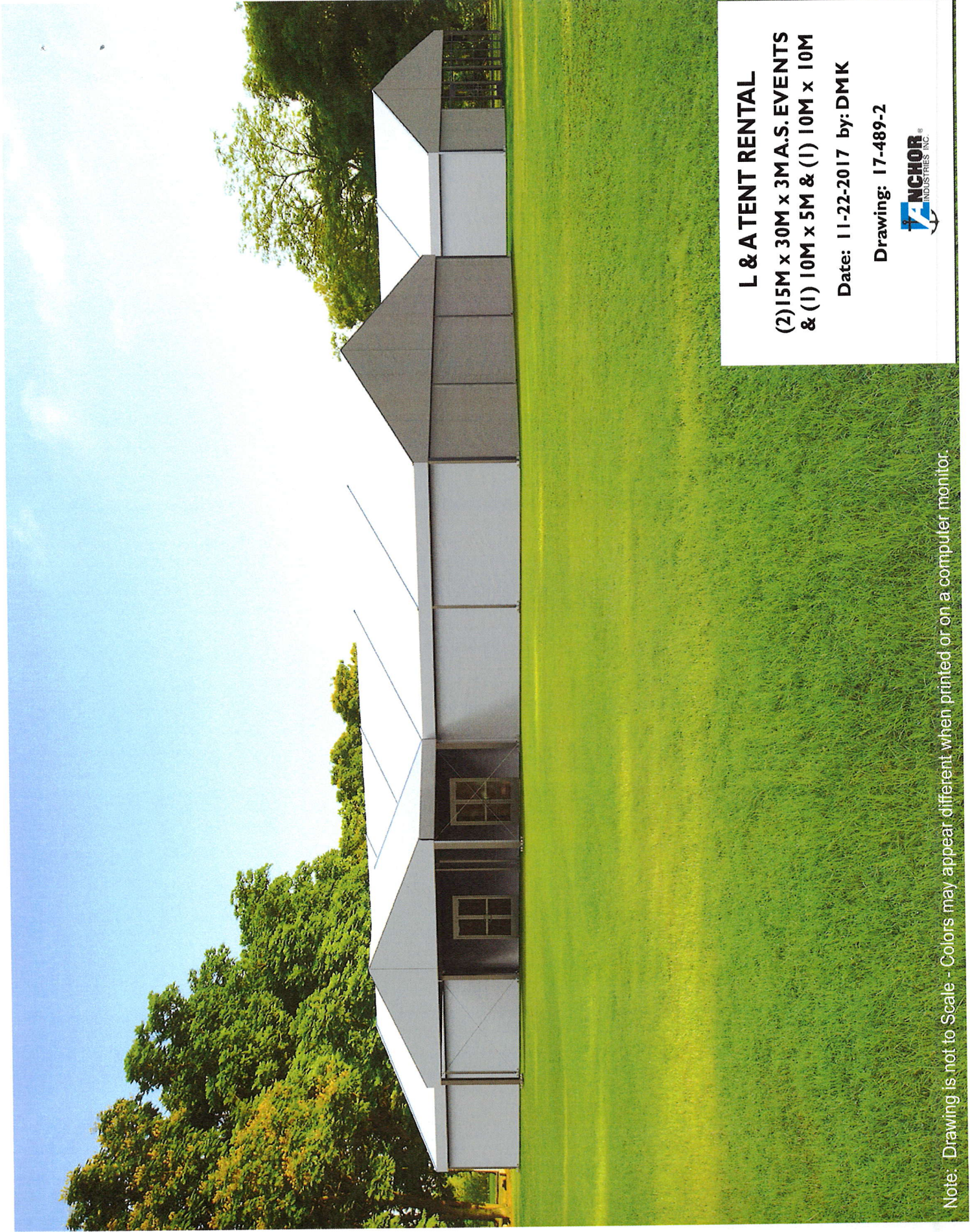
EXHIBIT “C”
to Lease Agreement



L & A TENT RENTAL
(2) 15M x 30M x 3M A.S. EVENTS
& (1) 10M x 5M & (1) 10M x 10M
Date: 11-22-2017 by: DMK
Drawing: 17-489-1



Note: Drawing is not to Scale - Colors may appear different when printed or on a computer monitor.



L & A TENT RENTAL

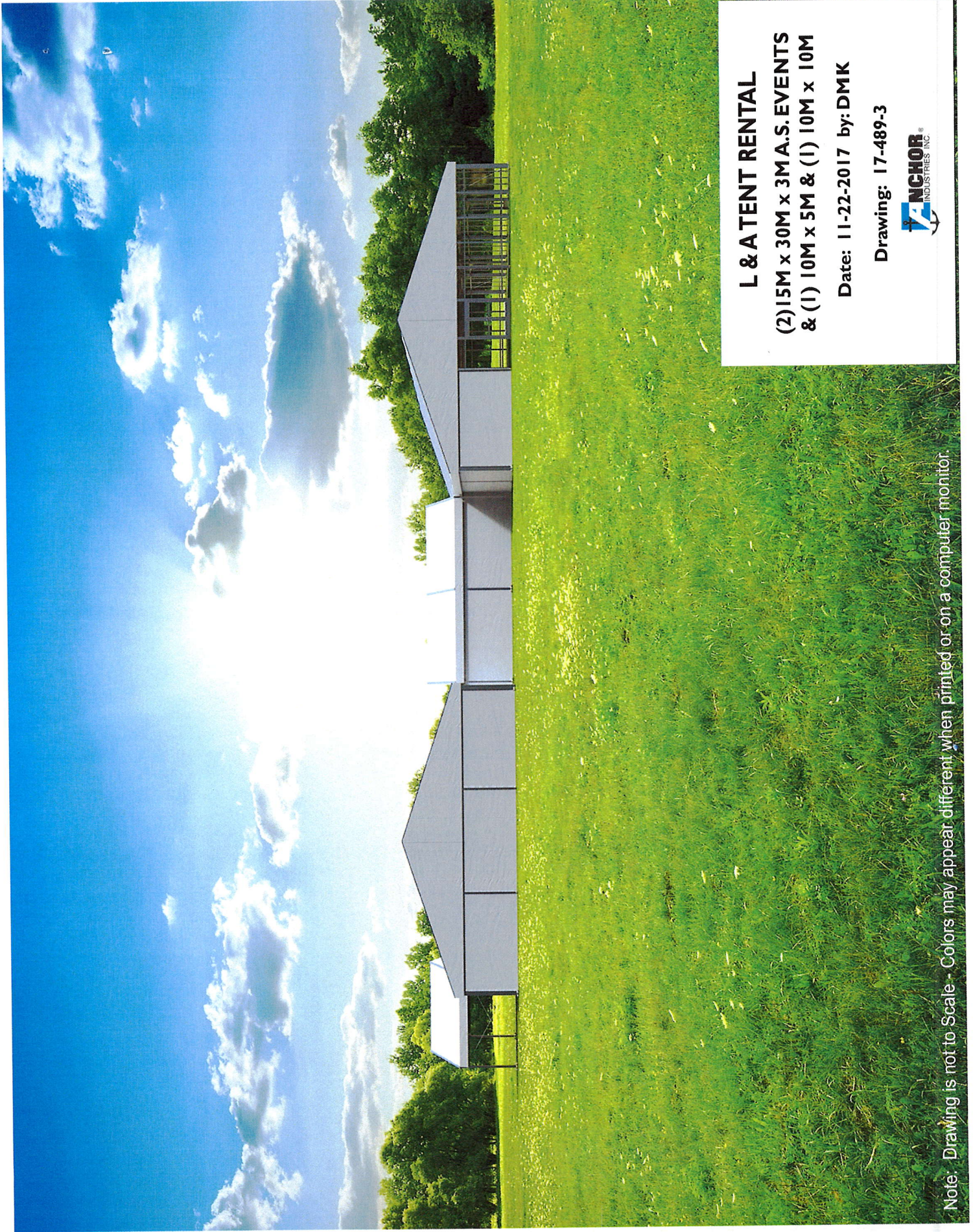
**(2) 15M x 30M x 3M A.S. EVENTS
& (1) 10M x 5M & (1) 10M x 10M**

Date: 11-22-2017 by: DMK

Drawing: 17-489-2



Note: Drawing is not to Scale - Colors may appear different when printed or on a computer monitor.



L & A TENT RENTAL

**(2) 15M x 30M x 3M A.S. EVENTS
& (1) 10M x 5M & (1) 10M x 10M**

Date: 11-22-2017 by: DMK

Drawing: 17-489-3



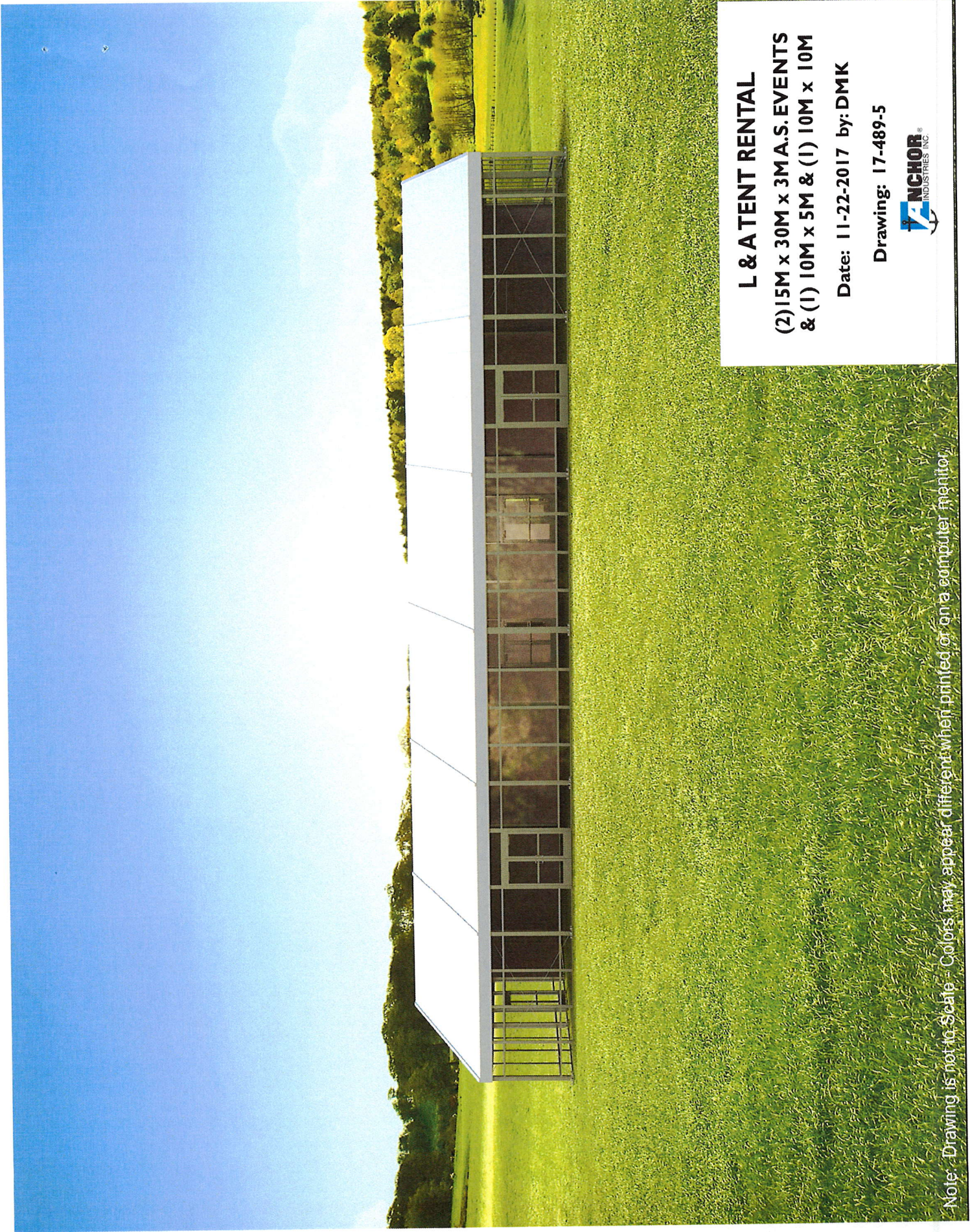
Note: Drawing is not to Scale - Colors may appear different when printed or on a computer monitor.



L & A TENT RENTAL
(2) 15M x 30M x 3M A.S. EVENTS
& (1) 10M x 5M & (1) 10M x 10M
Date: 11-22-2017 by: DMK
Drawing: 17-489-4



Note: Drawing is not to Scale - Colors may appear different when printed or on a computer monitor.



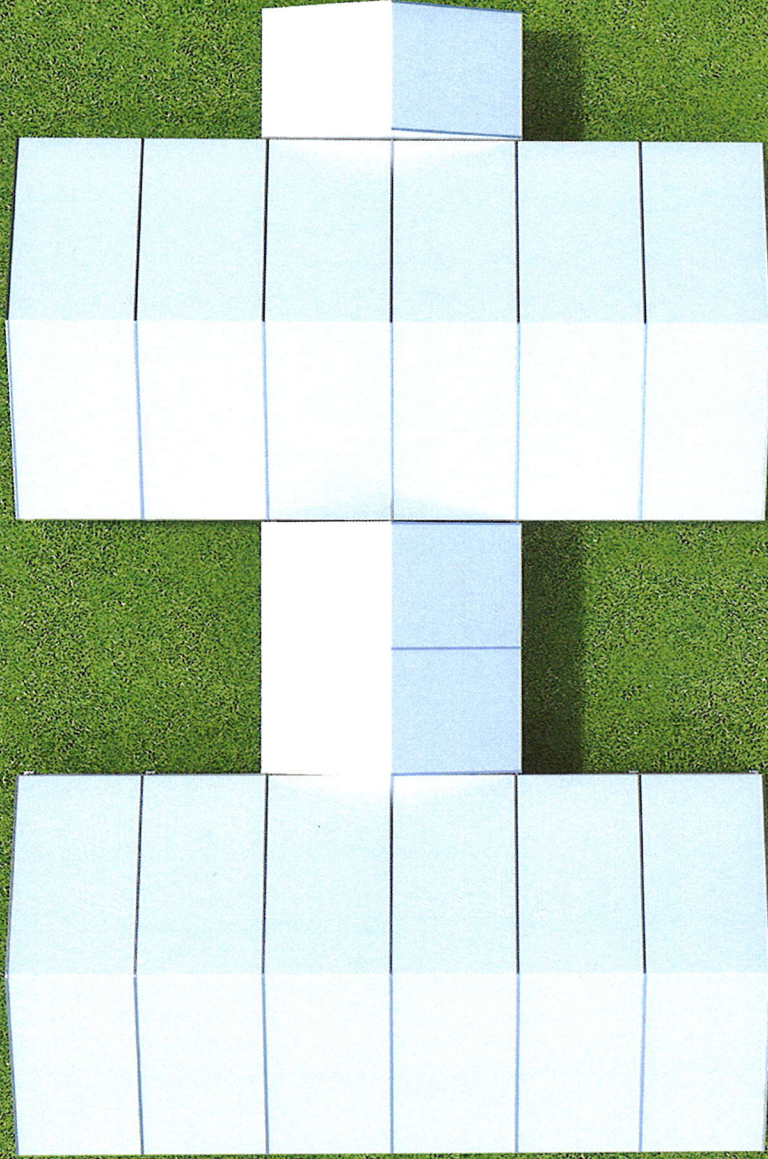
L & A TENT RENTAL
(2) 15M x 30M x 3M A.S. EVENTS
& (1) 10M x 5M & (1) 10M x 10M

Date: 11-22-2017 by: DMK

Drawing: 17-489-5



Note: Drawing is not to Scale - Colors may appear different when printed or on a computer monitor.



L & A TENT RENTAL

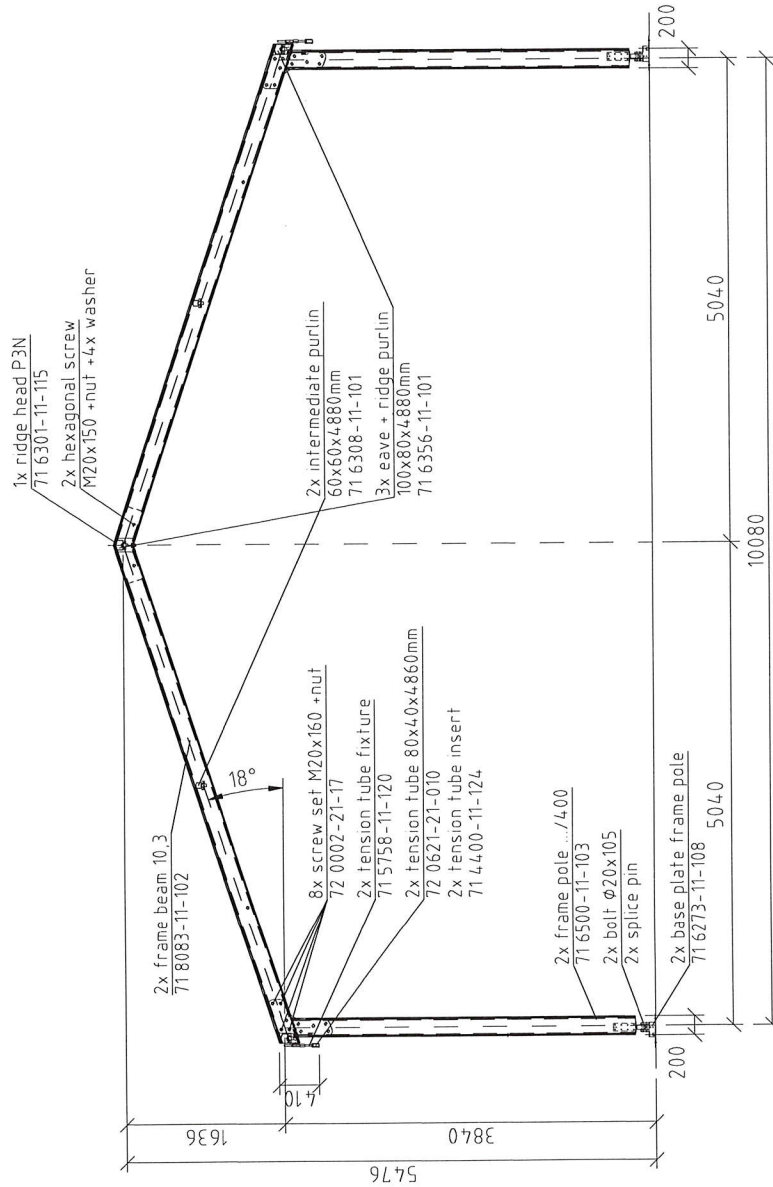
(2) 15M x 30M x 3M A.S. EVENTS
& (1) 10M x 5M & (1) 10M x 10M

Date: 11-22-2017 by: DMK

Drawing: 17-489-6



Note: Drawing is not to Scale - Colors may appear different when printed or on a computer monitor.

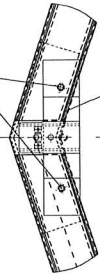


	Scale: 1:50	Series: unifix 10.3/400																		
	This drawing may not be duplicated or disclosed to third parties or competitors without our prior approval. (Par. 15, 18 d RG v. 19/06/2001)																			
<table border="1"> <tr> <th>Drawn</th> <th>Date</th> <th>Name</th> </tr> <tr> <td>BKO</td> <td>13.09.17</td> <td></td> </tr> </table>	Drawn	Date	Name	BKO	13.09.17		<table border="1"> <tr> <th>Checked</th> <th>Date</th> <th>Name</th> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	Checked	Date	Name				<table border="1"> <tr> <th>App.</th> <th>Date</th> <th>Name</th> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	App.	Date	Name			
Drawn	Date	Name																		
BKO	13.09.17																			
Checked	Date	Name																		
App.	Date	Name																		
<table border="1"> <tr> <th>Rev.</th> <th>Modification</th> <th>Date</th> <th>Name</th> <th>Replaces</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>			Rev.	Modification	Date	Name	Replaces													
Rev.	Modification	Date	Name	Replaces																
Draw. No. SK 3951 - 11																				

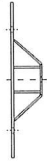
detail X:

M 1:20

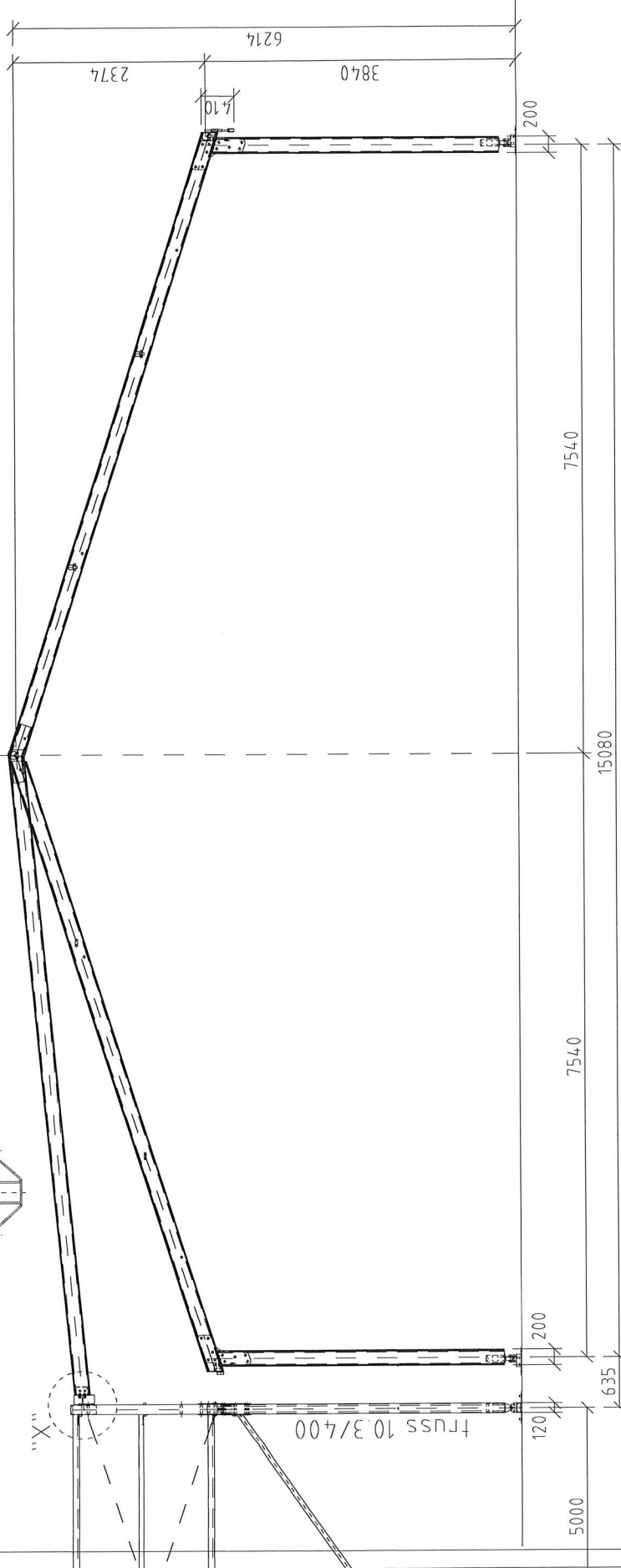
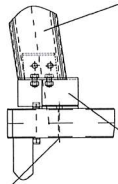
hexagonal screw
M20x160 +nut




ridge connection dormer
73 0500-11-120



dormer beam 15,3
73 34-18-11-102



	This drawing may not be duplicated or disclosed to third parties or competitors without our prior approval. (Per 15.18 d. BG v. 19.05.1901)		Scale: 1:50	Size: uniflex Dormer 15,3/400
	Drawn: 13.09.17 Checked: App:	Date: 13.09.17 Name: BKO	dormer truss 10,3/400 to 15,3/400	
Rev. Modification Date Name Replaces	Draw. No. SK 3951 - 11			

detail X:

M 1:20

hexagonal screw
M20x160 +nut



ridge connection dormer
73 0500-11-120

detail Y:

M 1:20

hexagonal screw
M20x160 +nut

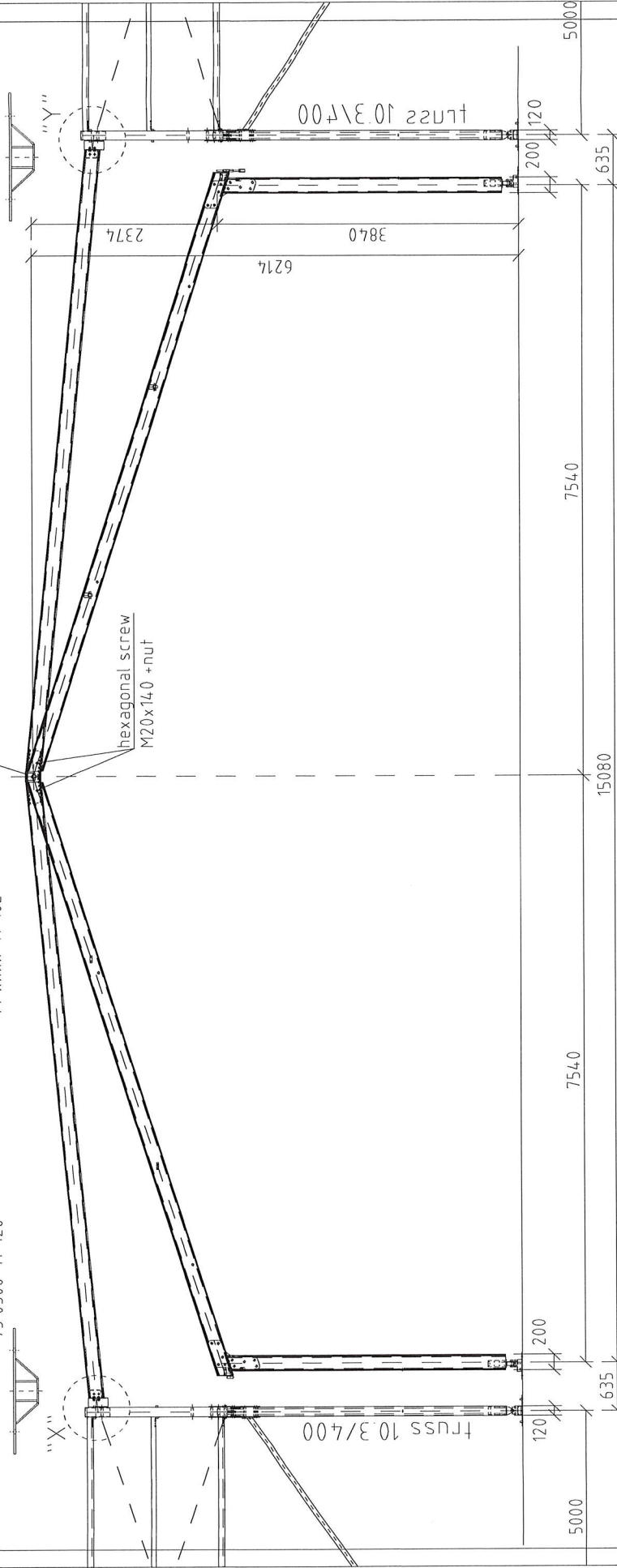


ridge connection dormer
73 0500-11-120

ridge head cross dormer 15,3
77 xxxx-11-115

cross dormer beam 15,3
77 xxxx-11-102

hexagonal screw
M20x140 +nut



This drawing may not be modified or reduced to third parties or companies without our prior approval.
(Pat. 15. 18 d. RG v. 19.06.2001)

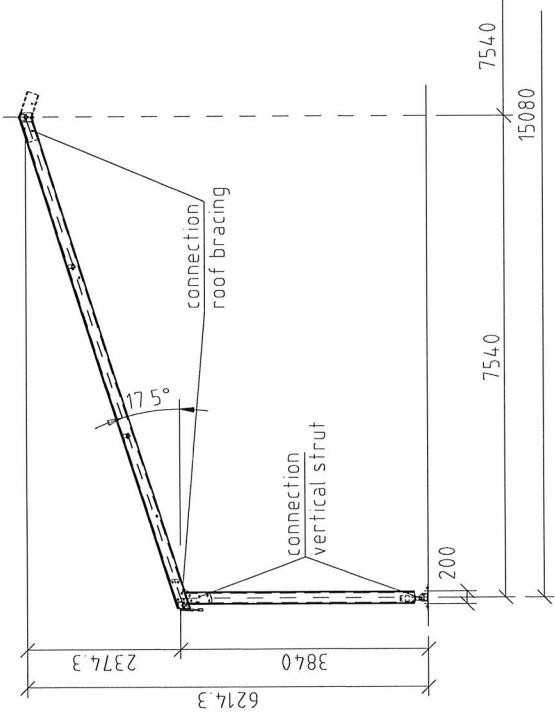
Scale: 1:50
Surface: unifix Dormer 15,3/400

Rev.	Modification	Date	Name	Replaces

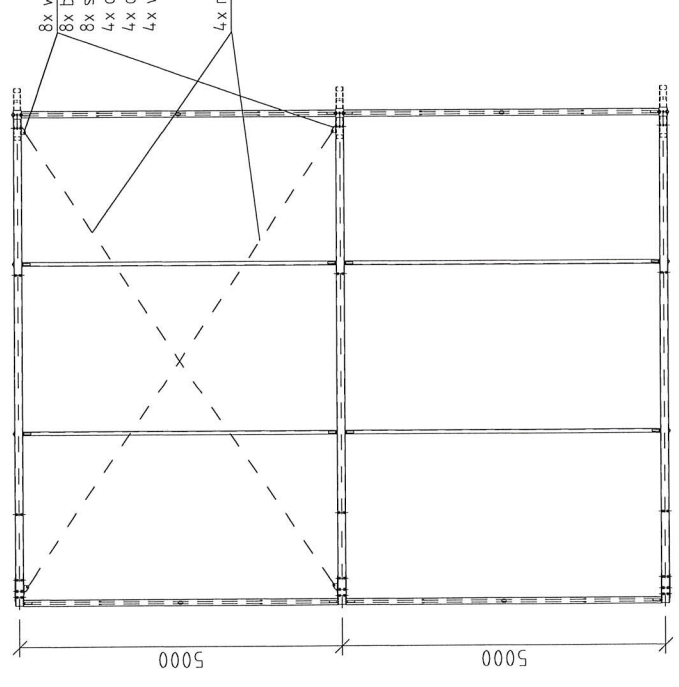
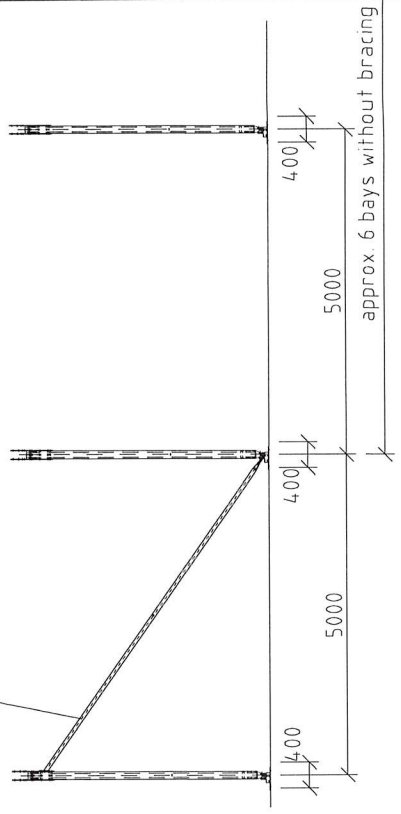
Drawn: 13/09/17
Name: BKO
Checked: App: Date: Name: BKO

CROSS dormer truss
10,3/400 to 15,3/400

Draw No.: SK 3951 - 11



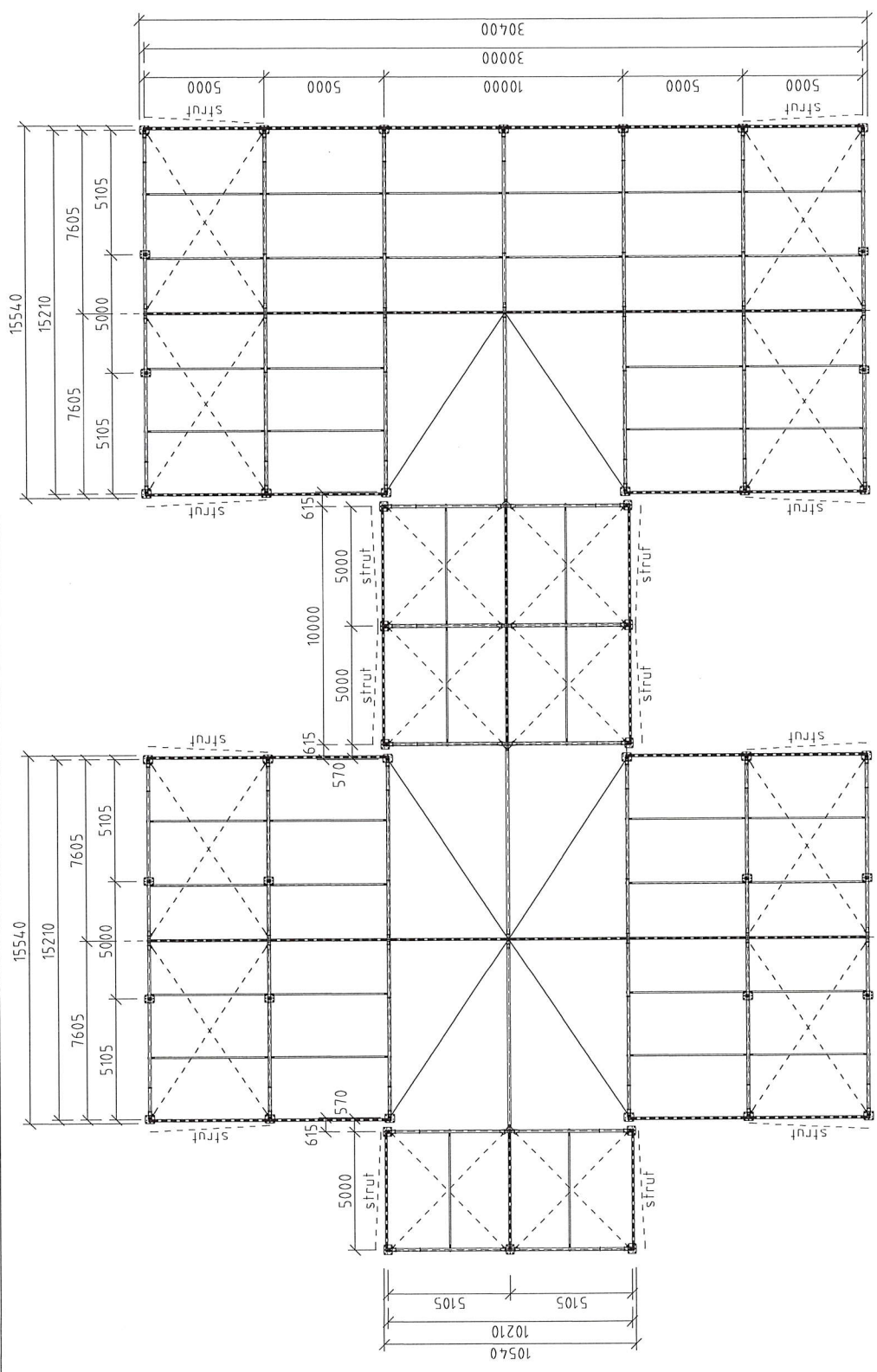
2x vertical strut .../400 71-6351
 2x bolt $\varnothing 20 \times 105$
 2x splice pin
 2x cylinder screw M20x190 +nut



anchoring configuration:

- per frame pole gable 4 anchors $\varnothing 30 \times 1000$
- per 1st interior frame pole 5 anchors $\varnothing 30 \times 1000$
- per other interior frame pole 4 anchors $\varnothing 30 \times 1000$
- per gable pole 4 anchors $\varnothing 30 \times 1000$

LOSBERGER	Scale: 1:75		Source
	unitex 15,3/400		
bracing and anchoring 15,3/400			
SK 3951 - 11			
This drawing may not be duplicated or disclosed to third parties or competitors without our prior approval. (Par. 15, 18 d. HG v. 19.06.1901.)			
Drawn	Date	Name	
13.09.17		BKO	
Checked			
App.			
Rev.	Modification	Date	Name Replaces



This drawing may not be duplicated or disclosed to third parties or competitors without our prior approval. (Per: IS, to: D.R.G. v. 19.05.2011)

Scale: 1:175

Space: unifix dormer 15,3/400 to 10,3/400

Drawn:	13.03.17	Name:	BKG
Checked:			
App:			

dormer landscape
15,3/400 to 10,3/400

Draw. No. SK 3951 - 11

Rev.	Modification	Date	Name	Replaces

Pen Ryn Estate
"Riverfront Tent"

82'

100'

16'5"

Porch Area

8'x20'
Band Area

15'x30'
Dance Floor

Bar

Cocktail
Area

Bridal
Room

20'x40'
Restroom
Tent

20'x20'
Kitchen
Tent

20'x 30'
Marquee

All EXITS to include
Emergency Exit Lighting &
No Smoking Signs & Fire Extinguishers
72" Doorways

20 - 72" Round Tables
12- Guests per table
4' Spacing
between each table



82'

VARIANCES GRANTED FROM PLAN RECORDED 4-30-03

LIST OF VARIANCES

VARIANCES GRANTED SEPTEMBER 6, 2001: APPEAL NO.8-17-01A

- SECTION 232-272 (F) - REQUIRING A MAXIMUM IMPERVIOUS COVERAGE OF 40 PERCENT OF THE GROSS SITE AREA.
- SECTION 232-581 (B) - TO ALLOW FOR THE EXPANSION OF A NONCONFORMING USE.
- SECTION 232-586 - PARKING REQUIREMENTS FOR A RESTAURANT USE.

DECISION AND ORDER FROM PLAN RECORDED 11-16-94

DECISION AND ORDER

AND NOW, THIS 5TH DAY OF MAY, 1994, AFTER PUBLIC HEARING HELD ON DECEMBER 2, 1993 AND FEBRUARY 3, 1994 AND PURSUANT TO A PUBLIC VOTE. FOUR MEMBERS VOTING IN FAVOR, NONE VOTING AGAINST AND ONE MEMBER ABSENT, THE ZONING HEARING BOARD OF BENSLEM TOWNSHIP DOES HEREBY ORDER AND DIRECT THAT THE APPLICATION STATED ABOVE BE AND THE SAME IS HEREBY GRANTED, SUBJECT TO AND ON THE TERMS AND CONDITIONS SET FORTH BELOW, SPECIFICALLY, THE BOARD DOES HEREBY GRANT THE FOLLOWING RELIEF:

A VARIANCE IS GRANTED FROM ARTICLE V, SECTION 511.2 OF THE BENSLEM TOWNSHIP ZONING ORDINANCE TO PERMIT THE USE OF THE SUBJECT PREMISES AS A MUSEUM AND CONFERENCE BANQUET FACILITY IN AN R-55 PLANNED RESIDENTIAL COMMUNITY DISTRICT WHICH IS NOT A USE SPECIFICALLY PERMITTED BY THE ORDINANCE.

A VARIANCE IS GRANTED FROM ARTICLE V, SECTION 511.3.0 OF THE BENSLEM TOWNSHIP ZONING ORDINANCE TO PERMIT A SITE AREA OF 9.399 ACRES WHICH IS LESS THAN THE THIRTY (30) ACRES REQUIRED FOR AN R-55 PLANNED RESIDENTIAL COMMUNITY DISTRICT BY THE ORDINANCE.

A VARIANCE IS GRANTED FROM ARTICLE XIII, SECTION 1301 OF THE BENSLEM TOWNSHIP ZONING ORDINANCE TO ALLOW THE TEMPORARY USE OF AN EXISTING GRAVEL ROAD AS THE ONLY ACCESS TO THE SUBJECT PROPERTY FROM A STREET OR HIGHWAY WHERE THE ORDINANCE REQUIRES SAID ACCESS TO BE PAVED.

A VARIANCE IS GRANTED FROM ARTICLE XIV, SECTION 1404.1.A OF THE BENSLEM TOWNSHIP ZONING ORDINANCE TO PERMIT THE ERECTION OF A PERMANENT SIGN ON A RESIDENTIAL LOT WHICH IS PROHIBITED BY THE ORDINANCE.

A VARIANCE IS GRANTED FROM ARTICLE XIV, SECTION 1405.2.A (1) (A) OF THE BENSLEM TOWNSHIP ZONING ORDINANCE TO PERMIT THE ERECTION OF A PERMANENT FREESTANDING SIGN WITHIN THE MINIMUM ONE HUNDRED (100) LINEAR FEET OF FRONTAGE ON A PUBLIC RIGHT OF WAY REQUIRED BY THE ORDINANCE.

THESE VARIANCES ARE GRANTED SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. THE GRAVEL ROAD PROVIDING ACCESS TO THE SUBJECT PREMISE FROM STATE ROAD MUST BE FULLY PAVED WITHIN ONE YEAR OF THE DATE OF THIS DECISION, AND
2. ONLY VALET PARKING SHALL BE PERMITTED ON THE PREMISES DURING ANY BANQUET OR CONFERENCE

AN ADDITIONAL VARIANCE WAS GRANTED ORALLY ON MARCH 3, 1994 AT THE ZONING HEARING BOARD MEETING FOR RELIEF FROM ARTICLE V, SECTION 511.3.E REQUIRING HOOKUP TO TOWNSHIP SANITARY SEWER PIPE SYSTEM.

A WAIVER WAS GRANTED BY COUNCIL AT THEIR MARCH 28, 1994 MEETING FROM SUBDIVISION AND LAND DEVELOPMENT ORDINANCE SECTION 300.A REGARDING MAXIMUM PLAN SCALE.

5. Specific reference to section of the Zoning Ordinance upon which application for special exception or variance is based (if special or variance is desired):

See Attached

6. Action desired by appellant or applicant (statement of relief sought or special exception or variance desired):

See Attached

7. Reasons appellant believes board should approve desired action (refer to section or sections of ordinance under which it is felt that desired action may be allowed, and not whether hardship is (or is not) claimed, and the specific hardship.

See Attached

8. Has previous appeal or application for special exception or variance been filed in connection with these premises?

YES NO

VARIANCES PREVIOUSLY GRANTED FOR TMP 02-64-001.001 ARE ATTACHED

Specifications of errors must state separately the appellant's objections to the action of the zoning administrative office with respect to each question of law and fact which is sought to be reviewed.

I, hereby depose and say that all of the above statements and the statements contained in any papers or plans submitted herewith, are true to the best of my knowledge and belief.

Appellant's or Owner's Signature

WR Harris

Date

8-13-20

A SIGNED COPY OF THIS APPLICATION IS REQUIRED UPON SUBMISSION OF DOCUMENTS

Sworn to and subscribed before me this

13th day of August 2020

Notary Public

Kennie Collazo

My commission expires: December 12, 2020

