

Prepared by and

Return to:

Salzmann Hughes, P.C.
79 St. Paul Drive
Chambersburg, PA 17201
717-263-2121

UPI No.: 62-7-78 and 62-7-79

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 2nd day of June, 2021, by and between **KENNETT TOWNSHIP**, a municipal corporation duly organized under the laws of the Commonwealth of Pennsylvania, with its principal office situate at 801 Burrows Run Road, Chadds Ford, PA 19317, (hereinafter called “Grantor” or “Owner”), and **KENNETT TOWNSHIP**, a municipal corporation duly organized under the laws of the Commonwealth of Pennsylvania, with office situate at 801 Burrows Run Road, Chadds Ford, PA 19317, (hereinafter called “Grantee”).

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of a certain tract of land located in Kennett Township described as:

408 Burnt Mill Road
Kennett Township
Chester County
Pennsylvania
UPI No.: 62-7-78 and 62-7-79
Parcel Acreage: 63.8

hereinafter referred to as the “Property”; and

WHEREAS, Grantor desires to further a conservation objective of advancing Open Space Uses (as defined in 32 P.S. §5002) and passive recreation (the “Conservation Objective”); and

WHEREAS, Grantor has established procedures for reviewing open space property interests considered for acquisition by Kennett Township; and

WHEREAS, the Property is situate within the corporate boundaries of Kennett Township; and

WHEREAS, this Conservation Easement constitutes an “interest in real property” as defined in 32 P.S. §5002; and

WHEREAS, Grantor has designated, by Resolution No. 2021-12, the Conservation Objective to be acquired by this Conservation Easement; and

WHEREAS, prior to the execution and recordation of this Conservation Easement, Kennett Township held a public hearing at which persons and municipalities affected by the proposed Conservation Easement had an opportunity to present relevant evidence; and

WHEREAS, this Conservation Easement compliments the Conservation Easement entered into between Kennett Township and The Land Conservancy for Southern Chester County (“TLC”) dated August 2, 2017 and recorded in the Chester County Recorder of Deeds Office at Book 9591, Page 32, entitled “Grant of Conservation Easement and Declaration of Covenants” (the TLC Easement”); and

WHEREAS, this Conservation Easement shall in no way diminish, alter, modify, or extinguish the rights of TLC set forth in the TLC Easement.

NOW THEREFORE, in consideration of the interests in preservation of the environment, as well as the above terms, conditions and restrictions contained herein, Grantor does agree to the following terms and conditions:

1. RECITALS

The above recitals are incorporated herein by reference.

2. PURPOSE

The purpose of this Conservation Easement is advancing the “Conservation Objective”.

3. DURATION

This Conservation Easement shall remain in effect in perpetuity, shall run with the land regardless of ownership or use, and is binding upon all subsequent owners, their heirs, executors, administrators, successors, representatives, devisees, and assigns, as the case may be, as long as said party shall have any interest in any part of the Conservation Area (as defined herein).

This Conservation Easement may only be terminated in accordance with 32 P.S. §5010.

4. PERMITTED USES

This Conservation Easement will not prevent Owner or Owner’s heirs, successors and assigns from utilizing the Property for any use that furthers the Conservation Objective. Furthermore, this Conservation Easement shall not limit improvements to the Property that are in furtherance of the

Conservation Objective. Notwithstanding the foregoing, use of the Property shall be subject to the covenants set forth in the TLC Easement.

5. CONSERVATION AREA

The conservation area subject to this Conservation Easement is the entirety of the Property (the "Conservation Area"). The boundary lines of the Property subject to this Conservation Easement are depicted on Exhibit A attached hereto and incorporated herein by reference.

6. ENFORCEMENT OF COVENANTS

The Owner, its representatives, its heirs, successors and assigns shall have the right to enter and go upon the Conservation Area, to inspect the Conservation Area and take actions necessary to verify compliance with this Conservation Easement. When practicable, such entry shall be upon prior reasonable notice to the property owner. The Owner grants to the Grantee, its heirs, successors and assigns the absolute right to enforce this Conservation Easement in a judicial action against any person(s) or other entity(ies) violating or attempting to violate the terms and conditions of this Conservation Easement; provided, however, that no violation of these terms and conditions of this Conservation Easement shall result in a forfeiture or reversion of title.

This Conservation Easement shall not modify the rights of TLC to enforce the covenants set forth in the TLC Easement.

7. RECORDING & EXECUTION

The Grantor agrees to record this Conservation Easement in the Land Records of Chester County.

8. GOVERNING LAW; JURISDICTION; VENUE

This Conservation Easement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. The Court of Common Pleas in and for Chester County, Pennsylvania shall have exclusive jurisdiction and venue over any dispute arising from or related to this Agreement.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and there are no covenants, conditions, representations or agreement, oral or written, of any nature whatsoever other than those contained herein.

10. SEVERABILITY

If any portion of the Conservation Easement, is found to be invalid, the remainder of the provisions of this instrument, shall not be affected thereby.

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

KENNETT TOWNSHIP

Chairman of the Board of Supervisors

ATTEST:

Secretary

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CHESTER)

On this, the _____ day of _____, 2021, before me, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the Chairman of the Board of Supervisors of Kennett Township and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by himself/herself as the Chairman.

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

Notary Public

I hereby certify that the Grantee's complete post office address is,
801 Burrows Run Road, Chadds Ford, PA 19317

Witness my hand this _____ day of _____, 2021.

Agent of the Grantee

Exhibit A (Lord Howe UPI 62-7-78 and 79) (4825-3287-1146.1)

