

Prepared by:

Return to:

UPI#:

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT dated as of _____ (the "Easement Date") is by and between _____ ("the undersigned Owner or Owners") and _____ (the "Holder").

ARTICLE I. BACKGROUND

1.01 Property

The undersigned Owner or Owners are the sole owners in fee simple of the Property described in Exhibit "A" (the "Property"). The Property is also described as:

Street Address:

Municipality:

Tax Parcel

Identifier(s):

1.02 Conservation Plan

Attached as Exhibit "B" is a survey or other graphic depiction of the Property (the "Conservation Plan") showing, among other details, the location of one or more of the following areas – Protection Area A, Protection Area B and Protection Area C.

1.03 Conservation Objectives

The objective of this Conservation Easement is to provide significant public benefits consistent with adopted public policy by preserving specific resources by establishing appropriate levels and types of land uses. Areas with consistent requirements and restrictions will be delineated and further described on the Conservation Plan so as to achieve the goals and resource protection objectives (collectively, the "Conservation Objectives") for the Property set forth below:

(a) Goals

- (i) **Protection Area A.** This Conservation Easement seeks to protect natural resources within Protection Area A to keep them in an undisturbed state free from human interference except as required to promote and maintain a diverse community of predominantly Native Species.

- (ii) **Protection Area B.** This Conservation Easement seeks to promote good stewardship of Protection Area B so that its soil, forest and other resources will be available for a variety of Sustainable uses and activities.
- (iii) **Protection Area C.** This Conservation Easement seeks to promote compatible land use and development within Protection Area C so that it will be available for a wide variety of activities, uses and Additional Improvements subject to the minimal constraints necessary to achieve Conservation Objectives outside Protection Area C.

(b) Resource Protection Objectives

- (i) **Water Resources.** This Conservation Easement seeks to protect both the quality and quantity of water resources within or in the vicinity of the Property by implementing measures that help protect water resources from sediment and non-point pollution and promote the infiltration, detention, and natural filtration of storm water. Protecting water resources also helps preserve habitat for Native Species dependent on water resources. [If the easement area supports agricultural use, a current conservation plan that reflects existing agricultural use, approved by the Chester County Conservation District, is required]. Preservation of conservation cover on Steep Slopes shall also be retained or implemented to protect water resources.
- (ii) **Forest and Woodland Resources.** This Conservation Easement seeks to promote biological diversity and to perpetuate and foster the growth of a healthy and unfragmented forest or woodland. Features to be protected include Native Species; continuous canopy with multi-tiered under story of trees, shrubs, wildflowers and grasses; and natural habitat, breeding sites and corridors for the migration of birds and wildlife. Species other than Native Species often negatively affect the survival of Native Species and disrupt the functioning of ecosystems. Trees store carbon, offsetting the harmful by-products of burning fossil fuels and trap air pollution particulates, thereby cleaning the air.
- (iii) **Wildlife Resources.** This Conservation Easement seeks to protect large intact areas of wildlife habitat and connect patches of wildlife habitat. Large habitat patches typically support greater biodiversity and can maintain more ecosystem processes than small patches. Large intact habitats allow larger, healthier populations of a species to persist; thus, increasing the chance of survival over time. Fragmentation of large habitats often decreases the connectivity of systems, negatively affecting the movement of species necessary for fulfilling nutritional or reproductive requirements.
- (iv) **Scenic Resources.** This Conservation Easement seeks to preserve the relationship of scenic resources within the Property to natural and scenic resources in its surrounds and to protect scenic vistas visible from public rights-of-way and other public access points in the vicinity of the Property.
- (v) **Sustainable Land Uses.** This Conservation Easement seeks to promote land uses that will neither diminish the biological integrity of the Property nor deplete natural resources over time nor lead to an irreversible disruption of ecosystems and associated processes. Agricultural and Forestry activities are regulated (but not prohibited) so as to protect soils of high productivity; to ensure future availability for Sustainable uses; and to minimize adverse effects of Agricultural and Forestry uses on water resources described in the Conservation Objectives.
- (vi) **Compatible Land Use and Development.** Protection Area C has been sited within the Property to avoid poorly planned growth while accommodating existing

and future development taking into account the entirety of the natural potential of the Property as well as its scenic resources.

1.04 Baseline Documentation

As of the Easement Date, the undersigned Owner or Owners and Holder have signed for identification purposes the report, to be kept on file at the principal office of Holder, that contains an original, full-size version of the Conservation Plan and survey or other information sufficient to identify on the ground the resource protection areas identified in this Article; that describes Existing Improvements on or about the Property as of the Easement Date; that identifies the natural resources, scenic views and other conservation values of the Property described in the Conservation Objectives; and that includes, among other information, photographs depicting existing conditions of the Property as of the Easement Date.

1.05 Structure of Conservation Easement

This Conservation Easement is divided into eight Articles. Articles II, III and IV contain the restrictive covenants imposed by the undersigned Owner or Owners on the Property. Each Article begins with a general prohibition followed by a list of items that are permitted as a matter of right unless stated as being subject to Review. In Article V the undersigned Owner or Owners grant to Holder and other Beneficiaries (if any) certain rights to enforce the restrictive covenants set forth in Articles II, III and IV in perpetuity against all Owners of the Property ("Enforcement Rights"). Article V also contains the procedure for Review applicable to those items permitted subject to Review under Articles II, III and IV. Article VI details the procedures for exercise of Enforcement Rights. Article VII contains provisions generally applicable to both Owners and Holder. The last Article of this Conservation Easement entitled "Glossary" contains definitions of capitalized terms used in this Conservation Easement and not defined in this Article I.

1.06 Charitable Contribution

(a) Qualified Conservation Contribution

The rights granted to Holder under this Conservation Easement have been donated in whole or in part by the undersigned Owner or Owners. This Conservation Easement is intended to qualify as a charitable donation of a partial interest in real estate (as defined under §170(f)(3)(B)(iii) of the Code,) to a qualified organization (a "Qualified Organization") as defined in §1.170(A-14(c)(1) of the Regulations.

(b) Public Benefit

The undersigned Owner or Owners have entered into this Conservation Easement to provide a significant public benefit (as defined in §1.170A-14(d)(2)(i) of the Regulations.) In addition to the public benefits described in the Conservation Objectives, the Baseline Documentation identifies public policy statements and other factual information supporting the significant public benefit of this Conservation Easement.

(c) Mineral Interests

No Person has retained a qualified mineral interest in the Property of a nature that would disqualify the Conservation Easement for purposes of §1.170A-14(g)(4) of the Regulations. From and after the Easement Date, the grant of any such interest is prohibited and Holder has the right to prohibit the exercise of any such right or interest if granted in violation of this provision.

(d) Notice Required Under Regulations

To the extent required for compliance with §1.170A-14(g)(5)(ii) of the Regulations, and only to the extent such activity is not otherwise subject to Review under this Conservation Easement, Owners agree to notify Holder before exercising any reserved right that may have an adverse impact on the conservation interests associated with the Property.

(e) Baseline Documentation

On or prior to the Easement Date, Holder and the undersigned Owners have signed the Baseline Documentation for identification purposes. Holder will keep the Baseline Documentation on file at the principal office of Holder.

(f) Property Right

The undersigned Owner or Owners agree that this Conservation Easement gives rise to a property right, immediately vested in the Holder, with a Market Value that is at least equal to the proportionate value that this Conservation Easement as of the Easement Date bears to the Market Value of the Property as a whole as of the Easement Date (the "Proportionate Value").

(g) Mortgage Subordination

The undersigned Owner or Owners have obtained and attached to this Conservation Easement as an Exhibit the subordination of any mortgage or other lien upon the Property as of the Easement Date.

1.07 Beneficiaries

Each of the Persons identified below in this Section is a Beneficiary of this Conservation Easement. The County of Chester is intended to be a co-holder and Beneficiary of this Conservation Easement. The specific rights vested in each Beneficiary are described in Article V.

(a) Land Trust Beneficiary

_____, a Qualified Organization (the "Land Trust Beneficiary") is a Beneficiary of this Conservation Easement.

(b) State

This Conservation Easement has been purchased in whole or in part by funds provided to Holder by the Commonwealth of Pennsylvania acting through the Department of ____ ("Department") under the authority granted by the ____ Act (such statute, with the regulations and program requirements promulgated under the authority of such statute are referred to in this Conservation Easement, collectively, as the "State Program"). The portions of the Property as to which State Funds have been used to purchase this Conservation Easement are referred to, collectively, as the "State Program Area".

(c) County

This Conservation Easement has been purchased in whole or in part by funds provided to Holder by the County of Chester (the "County") acting under the authority granted by the Commonwealth of Pennsylvania for purposes consistent with the terms of the Conservation and Land Development Act, Pa. Stat. Ann. Title 32, Section 5001 et. Seq; and program requirements promulgated under the authority of

such statute are referred to in this Conservation Easement, collectively, as the "County Program". The portions of the Property as to which County Funds have been used to purchase this Conservation Easement are referred to, collectively, as the "County Program Area".

ARTICLE II. SUBDIVISION

2.01 Prohibition

No Subdivision of the Property is permitted except as set forth below.

2.02 Permitted Subdivision

The following Subdivisions are permitted:

(a) Lot Line Change

Subdivision to merge two Existing Lots into one or to adjust a boundary line between two Existing Lots within the Property and, subject to Review, an adjustment of the boundary line between an Existing Lot and another Lot outside the Property, if as a result of the adjustment, there is no material decrease in the acreage of the Property.

(b) Transfer to Qualified Organization

Subdivision to permit the transfer of a portion of the Property to a Qualified Organization for use by the Qualified Organization for park, nature preserve, public trail or other conservation purposes consistent with and in furtherance of Conservation Objectives.

2.03 Subdivision Requirements

(a) Establishment of Lots; Allocations.

Prior to transfer of a Lot following a Subdivision, Owners must (i) furnish Holders with the plan of Subdivision approved under Applicable Law and legal description of each Lot created or reconfigured by the Subdivision; (ii) mark the boundaries of each Lot with permanent markers; and (iii) allocate in the deed of transfer of a Lot created by the Subdivision those limitations applicable to more than one Lot under this Conservation Easement. This information will become part of the Baseline Documentation incorporated into this Conservation Easement.

(b) Amendment

Holder may require Owners to execute an Amendment of this Conservation Easement to reflect any change to the description of the Property set forth in Exhibit "A" or any other changes and allocations resulting from Subdivision that are not established to the reasonable satisfaction of Holder by recordation in the Public Records of the plan of Subdivision approved under Applicable Law.

(c) Municipal Land Use Laws

In addition to restrictions noted herein, all subdivisions must be approved by the governing body responsible for administration of the applicable subdivision, land use and development regulations.

ARTICLE III. IMPROVEMENTS

3.01 Prohibition

Improvements within the Property are prohibited except as permitted below in this Article.

3.02 Permitted Within Protection Area A

The following Improvements are permitted within the Protection Area A:

(a) Existing Improvements

Any Existing Improvement may be maintained, repaired and replaced in its existing location. Existing Improvements may be expanded or relocated if the expanded or relocated Improvement complies with applicable municipal building regulations and requirements applicable to Additional Improvements of the same type set forth in this Article.

(b) Existing Agreements

Improvements that Owners are required to allow under Existing Agreements are permitted.

(c) Additional Improvements

The following Additional Improvements are permitted:

- (i) Fences, walls and gates.
- (ii) Regulatory Signs.
- (iii) Habitat improvement devices such as birdhouses and bat houses.
- (iv) Trails covered (if at all) by wood chips, gravel, or other highly porous surface.
- (v) Subject to Review, footbridges, stream crossing structures and stream access structures.
- (vi) Subject to Review, Access Drives and Utility Facilities to service Improvements within the Property but only if there is no other reasonably feasible means to provide access and utility services to the Property.

3.03 Permitted Within Protection Area B

The following Improvements are permitted within Protection Area B:

(a) Permitted under Preceding Sections

Any Improvement permitted under a preceding section of this Article is permitted within Protection Area B.

(b) Additional Improvements

The following Additional Improvements are permitted within Protection Area B:

- (i) Agricultural Improvements.
- (ii) Utility Improvements and Site Improvements reasonably required for activities and uses permitted within Protection Area B.

(c) Limitations on Additional Improvements

Improvements permitted within Protection Area B are further limited as follows:

- (i) The Height of Improvements must not exceed ____ feet except for Utility Improvements (such as windmills) providing alternative sources of energy approved by the Holder after Review.

- (ii) Impervious Coverage must not exceed a limit of ___ square feet per roofed Improvement. Impervious Coverage must not exceed a limit of ___ square feet in the aggregate for all Improvements within Protection Area B. The limitation on aggregate Impervious Coverage excludes Impervious Coverage associated with ponds and Access Drives.
- (iii) Access Drives and farm lanes are limited to ___ feet in width and are further limited, in the aggregate, to ___ feet in length.
- (iv) Ponds are limited, in the aggregate, to ___ square feet of Impervious Coverage.
- (v) Utility Improvements may be underground or, subject to Review, may be aboveground where not reasonably feasible to be installed underground or where used as a means of providing alternative sources of energy (such as wind or solar). The following Utility Improvements are not permitted unless Holder and County/Beneficiary, without any obligation to do so, approves after Review: (A) exterior storage tanks for petroleum or other hazardous or toxic substances (other than reasonable amounts of oil, petroleum or propane gas for uses within the Property permitted under this Conservation Easement); and (B) Utility Improvements servicing Improvements not within the Property.

3.04 Permitted Within Protection Area C

The following Improvements are permitted within Protection Area C:

(a) Permitted under Preceding Sections

Any Improvement permitted under a preceding section of this Article is permitted within Protection Area C.

(b) Additional Improvements

The following Additional Improvements are permitted within Protection Area C:

- (i) Residential Improvements.
- (ii) Utility Improvements and Site Improvements servicing activities, uses or Improvements permitted within the Property. Signs remain limited as set forth for Protection Area B.

(c) Limitations on Additional Improvements

Not more than ___ Habitable Improvements are permitted within Protection Area C. Additional Improvements are subject to a Height limitation of ___ feet.

ARTICLE IV. ACTIVITIES; USES; DISTURBANCE OF RESOURCES

4.01 Prohibition

The following activities are prohibited.

(a) Limitation on permitted activities and uses.

Activities and uses are limited to those permitted below in this Article and provided in any case that the intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives.

(b) Limits on application of post treatment effluent from processing of wastewater generated from any location that is not subject to this easement.

Application of effluent from spray irrigation, drip irrigation, or any other delivery mechanism is prohibited.

4.02 Density Issues under Applicable Law

(a) Promoting Development outside the Property

Land preserved through this Conservation Easement shall not be available to count toward satisfying any open space or preserved land requirements as stipulated under applicable municipal land use laws, ordinances, or codes. Furthermore, neither the Property nor the grant of this Conservation Easement may be used under Applicable Law to increase density or intensity of use or otherwise promote the development of other lands outside the Property.

(b) Transferable Development Rights

Owners may not transfer for use outside the Property (whether or not for compensation) any development rights allocated to the Property under Applicable Law.

4.03 Permitted Within Protection Area A

The following activities and uses are permitted within Protection Area A:

(a) Existing Agreements

Activities, uses and Construction that Owners are required to allow under Existing Agreements.

(b) Disturbance of Resources

- (i) Cutting trees, Construction or other disturbance of resources, including removal of Invasive Species, to the extent reasonably prudent to remove, mitigate or warn against risk of harm to Persons, property or health of Native Species on or about the Property. Owners must take such steps as are reasonable under the circumstances to consult with Holder prior to taking actions that, but for this provision, would not be permitted or would be permitted only after Review.
- (ii) Removal of Invasive Species.
- (iii) Planting a diversity of Native Species of trees, shrubs and herbaceous plant materials in accordance with Best Management Practices.
- (iv) Removal and disturbance of soil, rock and vegetative resources to the extent reasonably necessary to accommodate Construction of and maintain access to Improvements within Protection Area A with restoration as soon as reasonably feasible (but no later than 12 months after the time of disturbance) by replanting with a diversity of Native Species of trees, shrubs and herbaceous plant materials in accordance with Best Management Practices.
- (v) Vehicular use (including motorized vehicular use) in connection with an activity permitted within Protection Area A or otherwise in the case of emergency.
- (vi) Subject to Review, removal of vegetation to accommodate replanting with a diversity of Native Species of trees, shrubs and herbaceous plant materials.
- (vii) Except within Wet Areas, Sustainable Forestry using a Selective System in accordance with a Resource Management Plan approved by Holder after Review.
- (viii) Subject to Review, other resource management activities consistent with maintenance or attainment of Conservation Objectives and conducted in accordance with the Resource Management Plan approved for that activity by Holder.

(c) Release and Disposal

- (i) Application of substances (other than manure) to promote health and growth of vegetation in accordance with manufacturer's recommendations and Applicable Law. Within Wet Areas only substances approved for aquatic use are permitted.
- (ii) Piling of brush and other vegetation to the extent reasonably necessary to accommodate an activity permitted within Protection Area A under this Conservation Easement.
- (iii) Subject to Review, other activities involving application of substances, piling of materials and similar activities in accordance with a Resource Management Plan approved for that activity.

(d) Nature Preserve and Trail Uses

Activities that do not require Improvements other than those permitted within Protection Area A and do not materially and adversely affect natural resources within Protection Area A such as the following:

- (i) Walking, horseback riding on trails, cross-country skiing on trails, nature study, bird watching, fishing and hunting.
- (ii) Other educational or scientific activities consistent with and in furtherance of Conservation Objectives for Protection Area A.

4.04 Permitted Within Protection Area B

The following activities and uses are permitted within Protection Area B:

(a) Permitted under Preceding Sections

Activities and uses permitted under preceding sections of this Article are permitted within Protection Area B.

(b) Agricultural and Forestry Uses; Disturbance of Resources

- (i) Uses and activities that maintain continuous vegetative cover (other than Invasive Species) such as pasture and grazing use, meadow, turf or lawn.
- (ii) Sustainable Agricultural uses that do not maintain continuous vegetative cover (such as plowing, tilling, planting and harvesting field crops, equestrian, horticultural and nursery use) if conducted in accordance with a current Soil Conservation Plan approved by the Chester County Conservation District, furnished to Holder.
- (iii) Removal of vegetation and other Construction activities reasonably required to accommodate Improvements permitted within Protection Area B.
- (iv) Subject to Review, Sustainable Forestry in accordance with the Resource Management Plan approved for that activity. Woodland Areas within Protection Area B may not be converted to Agricultural uses unless Holder, without any obligation to do so, approves after Review.
- (v) Subject to Review, Sustainable Agricultural uses within Steep Slope Areas if conducted in accordance with a current Soil Conservation Plan approved by the Chester County Conservation District, implementing measures to minimize adverse effects on water resources such as a conservation tillage system, conservation cover, conservation cropping sequence, contour farming or cross slope farming.
- (vi) Subject to Review, Agricultural uses that involve removal of soil from the Property (such as sod farming and ball-and-burlap nursery or tree-farming uses) if conducted in accordance with a Soil Conservation Plan approved by the Chester County Conservation District or a Resource Management Plan providing

for, among other features, a soil replenishment program that will qualify the activity as a Sustainable Agricultural use.

- (vii) Subject to Review, removal or impoundment of water for activities and uses permitted within Protection Area B under this Conservation Easement but not for sale or transfer outside the Property.

(c) Release and Disposal

- (i) Piling and composting of biodegradable materials originating from the Property in furtherance of Agricultural Uses within the Property permitted under this Article. Manure piles must be located so as not to create run-off into Wet Areas.
- (ii) Subject to Review, disposal of sanitary sewage effluent from Improvements permitted under Article III if not reasonably feasible to confine such disposal to Protection Area C.

(d) Recreational and Open-Space Uses

Non-commercial recreational and open-space uses that do not require Improvements other than those permitted within Protection Area B; do not materially and adversely affect scenic views and other values described in the Conservation Objectives; and do not require vehicular use other than for resource management purposes.

4.05 Permitted Within Protection Area C

The following activities and uses are permitted within Protection Area C:

(a) Permitted under Preceding Sections

Activities and uses permitted under preceding sections of this Article are permitted within Protection Area C.

(b) Disturbance of Resources

Disturbance of resources within Protection Area C is permitted for residential landscaping purposes and other purposes reasonably related to uses permitted within Protection Area C. Introduction of Invasive Species remains prohibited.

(c) Release and Disposal

- (i) Disposal of effluent from sanitary sewage generated onsite from permitted uses and or as generated as a byproduct of onsite Improvements permitted under this Article.
- (ii) Other piling of materials and non-containerized disposal of substances and materials but only if such disposal is permitted under Applicable Law; does not directly or indirectly create run-off or leaching outside Protection Area C; and does not adversely affect Conservation Objectives applicable to Protection Area C including those pertaining to scenic views.

(d) Residential and Other Uses

- (i) Residential use is permitted but limited to not more than ___ Dwelling Units.
- (ii) Any occupation, activity or use that is wholly contained within an enclosed Improvement permitted under Article III is permitted. Subject to Review, exterior vehicular parking and signage accessory to such uses may be permitted by Holder.

ARTICLE V. RIGHTS AND DUTIES OF HOLDER AND OTHER BENEFICIARIES

5.01 Grant to Holder

By signing this Conservation Easement and unconditionally delivering it to Holder, the undersigned Owner or Owners, intending to be legally bound, grant and convey to Holder a conservation servitude over the Property in perpetuity for the purpose of administering and enforcing the restrictions and limitations set forth in Articles II, III, and IV in furtherance of the Conservation Objectives.

5.02 Rights and Duties of Holder

The grant to Holder under the preceding section gives Holder the right and duty to perform the tasks set forth below.

(a) Enforcement

To enforce the terms of this Conservation Easement in accordance with the provisions of Article VI including, in addition to other remedies, the right to enter the Property to investigate a suspected, alleged or threatened violation.

(b) Inspection

To enter and inspect the Property for compliance with the requirements of this Conservation Easement upon reasonable notice, in a reasonable manner and at reasonable times.

(c) Review

To exercise rights of Review in accordance with the requirements of this Article as and when required under applicable provisions of this Conservation Easement.

(d) Interpretation

To interpret the terms of this Conservation Easement, apply the terms of this Conservation Easement to factual conditions on or about the Property, respond to requests for information from Persons having an interest in this Conservation Easement or the Property (such as requests for a certification of compliance), and apply the terms of this Conservation Easement to changes occurring or proposed within the Property.

5.03 Other Rights of Holder

The grant to Holder under this Article also permits Holder, without any obligation to do so, to exercise the following rights:

(a) Amendment

To enter into an Amendment with Owners if Holder determines that (i) the Amendment is consistent with and in furtherance of the Conservation Objectives; (ii) the Amendment is not likely to result in any overall negative effect on natural resources intended to be protected under the Conservation Objectives; (iii) the Amendment will result overall in an increase in the conservation benefit of this Conservation Easement; and (iv) the Amendment will not result in any private benefit prohibited under the Code.

(b) Signs

To install one or more signs within the Property identifying the interest of Holder or one or more Beneficiaries in this Conservation Easement on the Property. Any signs

installed by Holder or Beneficiaries do not reduce the number or size of signs permitted to Owners under Article III. Signs are to be of the customary size installed by Holder or Beneficiary, as the case may be, and must be installed in locations readable from the public right-of-way and otherwise reasonably acceptable to Owners.

5.04 Review

The following provisions are incorporated into any provision of this Conservation Easement that is subject to Review:

(a) Notice to Holder

At least thirty (30) days before Owners begin or allow any Construction, activity or use that is subject to Review, Owners must notify Holders of the change including with the notice such information as is reasonably sufficient to comply with Review Requirements and otherwise describe the change and its potential impact on natural resources within the Property.

(b) Notice to Owners

Within thirty (30) days after receipt of Owners' notice, Holder must notify Owners of Holder's determination to (i) accept Owners' proposal in whole or in part; (ii) reject Owners' proposal in whole or in part; (iii) accept Owners' proposal conditioned upon compliance with conditions imposed by Holder; or (iv) reject Owners' notice for insufficiency of information on which to base a determination. If Holder gives conditional acceptance under clause (iii), commencement of the proposed Improvement, activity, use or Construction constitutes acceptance by Owners of all conditions set forth in Holder's notice.

(c) Failure to Notify

If Holder fails to notify Owners as required in the preceding subsection, the proposal set forth in Owners' notice is deemed approved.

(d) Standard of Reasonableness

Holder's approval will not be unreasonably withheld; however, it is not unreasonable for Holder to disapprove a proposal that may adversely affect natural resources described in the Conservation Objectives or that is otherwise inconsistent with maintenance or attainment of Conservation Objectives.

5.05 Reimbursement

Owners must reimburse Holder for the costs and expenses of Holder reasonably incurred in the course of performing its duties with respect to this Conservation Easement other than monitoring in the ordinary course. These costs and expenses include the allocated costs of employees of Holder and are limited to costs incurred in response to inquiries or direct actions of Owners.

5.06 Other Beneficiaries

Owners and Holder grant and convey to the Beneficiaries the following rights and benefits with respect to this Conservation Easement:

(a) Land Trust Beneficiary

Owners and Holder grant to the Land Trust Beneficiary the following rights and benefits with respect to this Conservation Easement:

- (i) The right to exercise Holder's rights and duties under this Conservation Easement should Holder fail to uphold and enforce in perpetuity the restrictions under this Conservation Easement.
- (ii) A right of prior consultation with Holder when Owners request Review under Article V.
- (iii) A right of prior approval of any Amendment of this Conservation Easement.
- (iv) A right of prior approval of any transfer of Holder's rights under this Conservation Easement.

(b) State Program

Owners and Holder grant to the Department the following rights and benefits with respect to this Conservation Easement:

- (i) The right to compel transfer of Holder's rights and duties under this Conservation Easement to another Qualified Organization should Holder fail to uphold and enforce in perpetuity the restrictions applicable to the State Program Area under Conservation Easement.
- (ii) A right of prior approval of any Amendment of this Conservation Easement to determine whether the Amendment permits uses of the State Program Area not permitted under the State Program.
- (iii) A right of prior approval of any transfer of Holder's rights under this Conservation Easement with respect to the State Program Area other than to the Land Trust Beneficiary.

(c) County Program

Owners and Holder grant to the County of Chester the following rights and benefits with respect to this Conservation Easement:

- (i) The right to exercise Holder's rights and duties under this Conservation Easement should Holder fail to uphold and enforce in perpetuity the restrictions under this Conservation Easement.
- (ii) The right to enter and inspect the Property for compliance with the requirements of this Conservation Easement upon reasonable notice, in a reasonable manner, and at reasonable times. Prior notice of entry is not required to investigate a suspected, alleged, or threatened violation, or if a violation has occurred.
- (iii) The right to compel transfer of Holder's rights and duties under this Conservation Easement to another Qualified Organization should Holder fail to uphold and enforce in perpetuity the restrictions applicable to the County Program Area under Conservation Easement.
- (iv) The right of prior consultation with Holder when Owners request review under Article V.
- (v) The right of prior approval of any Amendment of this Conservation Easement to determine whether the Amendment permits uses of the County Program Area not permitted under the County Program.
- (vi) The right of prior approval of any transfer of Holder's rights under this Conservation Easement with respect to the County Program Area other than to the Land Trust Beneficiary.

5.07 Grant of Public Access

Owners grant and convey to Holder a perpetual easement and right of way over the portion of the Property designated as the Trail Area for the purposes and subject to the limitations set forth below.

(a) Purposes

The easement granted in this Section is for the purpose of Construction and maintenance of the Public Trail within the Trail Area to be made available to the general public for walking, hiking, bicycling, nature study and bridle path, cross country skiing, and other non-motorized trail use.

(b) Limitations

- (i) Motorized vehicles are prohibited except in the case of emergency or in connection with construction and maintenance of the Public Trail.
- (ii) Use of the Public Trail is limited to the hours between dawn and dusk.
- (iii) Use of the Public Trail must conform to the requirements of the Recreational Use Statute so as to entitle Owners to immunity from liability.
- (iv) The Public Trail may be closed from time to time for public safety reasons in accordance with a schedule approved by Holder after Review so as to reasonably accommodate hunting, forestry or other activities within the Property raising public safety concerns without unduly restricting public access to the Public Trail.
- (v) Subject to Review, other reasonable limitations upon the time, place and manner of use may be imposed so as to regulate, but not deny, access to the Public Trail.

In the event Holder fails to do so, the County, its successors and assigns, has the right but not obligation to construct and maintain the Public Trail.

ARTICLE VI. VIOLATION; REMEDIES

6.01 Breach of Duty

(a) Failure to Enforce

If Holder fails to enforce this Conservation Easement, or ceases to qualify as a Qualified Organization, then the rights and duties of Holder under this Conservation Easement may be (i) exercised by a Beneficiary or a Qualified Organization designated by a Beneficiary; and/or (ii) transferred to another Qualified Organization by a court of competent jurisdiction.

(b) Transferee

The transferee must be a Qualified Organization and must commit to hold this Conservation Easement exclusively for conservation purposes as defined in the Code. Endowment funds provided by any governmental funding source including, but not limited to the County of Chester, shall be transferred along with any accrued interest.

6.02 Violation of Conservation Easement

If Holder determines that this Conservation Easement is being or has been violated or that a violation is threatened or imminent then the provisions of this Section will apply:

(a) Notice

Holder must notify Owners of the violation. Holder's notice may include its recommendations of measures to be taken by Owners to cure the violation and restore features of the Property damaged or altered as a result of the violation to the condition that existed prior to the violation.

(b) Opportunity to Cure

Owners' cure period expires thirty (30) days after the date of Holder's notice to Owners subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:

- (i) Owners cease the activity constituting the violation promptly upon receipt of Holder's notice;
- (ii) Owners and Holder agree, within the initial thirty (30) day period, upon the measures Owners will take to cure the violation;
- (iii) Owners commence to cure within the initial thirty (30) day period; and
- (iv) Owners continue thereafter to use best efforts and due diligence to complete the agreed upon cure.

(c) Imminent Harm

No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to any natural resource or other feature of the Property described in the Conservation Objectives.

6.03 Remedies

Upon expiration of the cure period (if any) described in the preceding Section, Holder may do any one or more of the following:

(a) Injunctive Relief

Seek injunctive relief to specifically enforce the terms of this Conservation Easement; to restrain present or future violations of this Conservation Easement; and/or to compel restoration of resources destroyed or altered as a result of the violation to the condition that existed prior to the violation.

(b) Civil Action

Recover from Owners or other Persons responsible for the violation all sums owing to Holder under applicable provisions of this Conservation Easement together with interest thereon from the date due at the Default Rate. These monetary obligations include, among others, Losses and Litigation Expenses.

(c) Self-Help

Enter the Property to prevent or mitigate further damage to or alteration of natural resources of the Property identified in the Conservation Objectives.

6.04 Modification or Termination

If this Conservation Easement is or is about to be modified or terminated by exercise of the power of eminent domain (condemnation) or adjudication of a court of competent jurisdiction sought by a Person other than Holder the following provisions apply:

(a) Compensatory Damages

Holder is entitled to collect from the Person seeking the modification or termination, compensatory damages in an amount at least equal to the greater of (i) the increase

in Market Value of the Property resulting from the modification or termination; and (ii) the Proportionate Value required to be paid to Holder under §1.170A-14(g)(6)(ii) of the Regulations; plus, in either case, (iii) reimbursement of Litigation Expenses as if a violation had occurred.

(b) Restitution

Holder or any Beneficiary is entitled to recover from the Person seeking the modification or termination, restitution of amounts paid for this Conservation Easement (if any) and any other sums invested in the Property for the benefit of the public as a result of rights granted under this Conservation Easement.

(c) Application of Proceeds

Holder must use the compensatory damages described in subsection (a) above in a manner consistent with the conservation purposes of this Conservation Easement.

6.05 Remedies Cumulative

The enumeration of Holder's rights and remedies under this Conservation Easement is not intended to be exhaustive. The exercise by Holder of any right or remedy under this Conservation Easement does not preclude the exercise of any other rights or remedies, all of which are cumulative and are in addition to any other right or remedy under this Conservation Easement or which may now or subsequently exist under Applicable Law.

6.06 No Waiver

If Holder does not exercise any right or remedy when it is available to Holder, that is not to be interpreted as a waiver of any non-compliance with this Conservation Easement or a waiver of Holder's rights to exercise its rights or remedies at another time.

6.07 No Fault of Owners

Holder will waive its right to reimbursement under this Article as to Owners (but not other Persons who may be responsible for the violation) if Holder is reasonably satisfied that the violation was not the fault of Owners and could not have been anticipated or prevented by Owners by reasonable means.

6.08 Multiple Owners; Multiple Lots

If different Owners own Lots within the Property, only the Owners of the Lot in violation will be held responsible for the violation.

6.09 Multiple Owners; Single Lot

If more than one Owner owns the Lot in violation of this Conservation Easement, the Owners of the Lot in violation are jointly and severally liable for the violation regardless of the form of ownership.

6.10 Continuing Liability

If a Lot subject to this Conservation Easement is transferred while a violation remains uncured, the transferor Owners remain liable for the violation jointly and severally with the transferee Owners. This provision does not apply if Holder has issued a certificate of compliance evidencing no violations within thirty (30) days prior to the transfer. It is the responsibility of the Owners to request a certificate of compliance to verify whether violations exist as of the date of transfer.

ARTICLE VII. MISCELLANEOUS

7.01 Notices

(a) Requirements

Each Person giving any notice pursuant to this Conservation Easement must give the notice in writing and must use one of the following methods of delivery:

- (i) Personal delivery.
- (ii) Certified mail, return receipt requested and postage prepaid.
- (iii) Nationally recognized overnight courier, with all fees prepaid.

(b) Address for Notices

Each Person giving a notice must address the notice to the appropriate Person at the receiving party at the address listed below or to another address designated by that Person by notice to the other Person:

If to Owners:

If to Holder:

If to County:

Chester County Preservation Partnership Program
Administrator
Open Space Preservation
601 Westtown Road, Suite 390
West Chester, PA 19380-0990

7.02 Governing Law

The laws of the Commonwealth of Pennsylvania govern this Conservation Easement.

7.03 Assignment and Transfer

Neither Owners nor Holder may assign or otherwise transfer any of their respective rights or duties under this Conservation Easement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner except as permitted below. Any purported assignment or transfer in violation of this Section is void.

(a) By Holder

Holder may assign its rights and duties under this Conservation Easement, either in whole or in part, but only to a Qualified Organization approved by the County that executes and records in the Public Records a written agreement assuming the obligations of Holder under this Conservation Easement. The assigning Holder must deliver the Baseline Documentation to the assignee Holder as of the date of the assignment. Holder must assign its rights and duties under this Conservation Easement to another Qualified Organization approved by County if Holder becomes the Owner of the Property.

(b) By Owners

This Conservation Easement is a servitude running with the land binding upon the undersigned Owners and, upon recordation in the Public Records, all subsequent Owners of the Property or any portion of the Property are bound by its terms whether

or not the Owners had actual notice of this Conservation Easement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Conservation Easement.

7.04 Binding Agreement

Subject to the restrictions on assignment and transfer set forth in the preceding Section, this Conservation Easement binds and benefits Owners and Holder and their respective personal representatives, successors and assigns.

7.05 No Other Beneficiaries

This Conservation Easement does not confer any Enforcement Rights or other remedies upon any Person other than Owners, Holder and the Beneficiaries (if any) specifically named in this Conservation Easement. Owners of Lots within or adjoining the Property are not beneficiaries of this Conservation Easement and, accordingly, have no right of approval or joinder in any Amendment other than an Amendment applicable to the Lot owned by such Owners. This provision does not preclude Owners or other Persons having an interest in this Conservation Easement from petitioning a court of competent jurisdiction to exercise remedies available under this Conservation Easement for breach of duty by Holder.

7.06 Amendments, Waivers

No Amendment or waiver of any provision of this Conservation Easement or consent to any departure by Owners from the terms of this Conservation Easement is effective unless the Amendment, waiver or consent is in writing and signed by an authorized signatory for Holder. In that event, the waiver or consent is effective only in the specific instance and for the specific purpose given.

7.07 Severability

If any provision of this Conservation Easement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Conservation Easement remain valid, binding and enforceable. To the extent permitted by Applicable Law, the parties waive any provision of Applicable Law that renders any provision of this Conservation Easement invalid, illegal or unenforceable in any respect.

7.08 Counterparts

This Conservation Easement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

7.09 Indemnity

Owners must indemnify and defend the Indemnified Parties against all Losses and Litigation Expenses arising out of or relating to:

(a) Violation

Any breach or violation of this Conservation Easement or Applicable Law.

(b) Liability Coverage

Damage to property or personal injury (including death) occurring on or about the Property if and to the extent not caused by the negligent or wrongful acts or omissions of an Indemnified Party.

7.10 Guides to Interpretation

(a) Captions

Except for the identification of defined terms in Article VIII, the descriptive headings of the articles, sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

(b) Glossary

If any term defined in the glossary provided in Article VIII is not used in this Agreement, the defined term is to be disregarded as surplus material.

(c) Other Terms

(i) The word “including” means “including but not limited to”.

(ii) The word “must” is obligatory; the word “may” is permissive and does not imply any obligation.

(d) Conservation and Preservation Easements Act

This Conservation Easement is intended to be interpreted so as to convey to Holder and beneficiary all of the rights and privileges of a holder of a conservation easement under the Conservation Easements Act.

(e) Restatement of Servitudes

This Conservation Easement is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation servitude under the Restatement (Third) of Servitudes.

7.11 Entire Agreement

This is the entire agreement of Owners, Holder and Beneficiaries (if any) pertaining to the subject matter of this Conservation Easement. The terms of this Conservation Easement supersede in full all statements and writings between Owners, Holder and others pertaining to the transaction set forth in this Conservation Easement.

7.12 Incorporation by Reference

Each Exhibit attached to this Conservation Easement is incorporated into this Conservation Easement by this reference. The Baseline Documentation (whether or not attached to this Conservation Easement) is also incorporated into this Conservation Easement by this reference.

7.13 Coal Rights Notice

The following notice is given to Owners solely for the purpose of compliance with the requirements of the Conservation Easements Act:

NOTICE: This Conservation Easement may impair the development of coal interests including workable coal seams or coal interests which have been severed from the Property.

ARTICLE VIII. GLOSSARY

8.01 Access Drive(s)

Roads or drives providing access to and from Improvements or Protection Area C and public rights-of-way.

8.02 Additional Improvements

All buildings, structures, facilities and other improvements within the Property other than Existing Improvements. The term Additional Improvements includes Agricultural Improvements, Residential Improvements, Utility Improvements and Site Improvements.

8.03 Agricultural Improvements

Improvements used or usable in furtherance of Agricultural uses such as barn, stable, silo, spring house, green house, hoop house, riding arena (whether indoor or outdoor), horse walker, manure storage pit, storage buildings, feeding and irrigation facilities.

8.04 Agricultural

Any one or more of the following and the leasing of land for any of these purposes:

(a) Farming

- (i) Production of vegetables, fruits, seeds, mushrooms, nuts and nursery crops (including trees) for sale.
- (ii) Production of poultry, livestock and their products for sale.
- (iii) Production of field crops, hay or pasture.
- (iv) Production of sod to be removed and planted elsewhere.

(b) Equestrian

Boarding, stabling, raising, feeding, grazing, exercising, riding and training horses and instructing riders.

8.05 Amendment

An amendment, modification or supplement to this Conservation Easement signed by Owners and Holder and recorded in the Public Records.

8.06 Applicable Law

Any federal, state or local laws, statutes, codes, ordinances, standards and regulations applicable to the Property or this Conservation Easement as amended through the applicable date of reference.

8.07 Beneficiary

Any governmental entity or Qualified Organization that is specifically named as a Beneficiary of this Conservation Easement under Article I.

8.08 Best Management Practices

A series of guidelines or minimum standards (sometimes referred to as BMP's) recommended by federal, state and/or county resource management agencies for proper application of farming and forestry operations, non-point pollution of water resources and other disturbances of soil, water and vegetative resources and to protect wildlife habitats. Examples of resource management agencies issuing pertinent BMP's as of the Easement Date are: the Natural Resource Conservation Service of the United States Department of Agriculture and the Pennsylvania Department of Agriculture (with

respect to soil resources); the Pennsylvania Department of Conservation and Natural Resources and the Pennsylvania Bureau of Forestry (with respect to woodland and vegetative resources); and the Pennsylvania Department of Environmental Protection (with respect to soil erosion, sedimentation and water resources).

8.09 Code

The Internal Revenue Code of 1986, as amended through the applicable date of reference.

8.10 Conservation Easements Act

The Pennsylvania Conservation and Preservation Easements Act, the act of June 22, 2001 (P.L. 390, No. 29) (32 P.S. §§5051-5059) as amended through the applicable date of reference.

8.11 Construction

Any demolition, construction, reconstruction, expansion, exterior alteration, installation or erection of temporary or permanent Improvements; and, whether or not in connection with any of the foregoing, any excavation, dredging, mining, filling or removal of gravel, soil, rock, sand, coal, petroleum or other minerals.

8.12 Default Rate

An annual rate of interest equal at all times to ___ percent above the “prime rate” announced from time to time in *The Wall Street Journal*.

8.13 Dwelling Unit

An Improvement or portion of an Improvement designed for human habitation by one or more Persons (whether or not related). A Habitable Improvement with more than one kitchen is considered to contain as many Dwelling Units as kitchens.

8.14 Existing Agreements

Easements and other servitudes affecting the Property prior to the Easement Date and running to the benefit of utility service providers and other Persons that constitute legally binding servitudes prior in right to this Conservation Easement.

8.15 Existing Improvements

Improvements located on, above or under the Property as of the Easement Date as identified in the Baseline Documentation.

8.16 Existing Lots

Lots existing under Applicable Law as of the Easement Date.

8.17 Forestry

Planting, growing, nurturing, managing and harvesting trees whether for timber and other useful products or for water quality, wildlife habitat and other Conservation Objectives.

8.18 Habitable Improvements

Any dwelling, guesthouse, tenant house, dormitory, clubhouse, bunkhouse or other Improvement containing an apartment or other sleeping accommodations for human habitation.

8.19 Height

The vertical elevation of an Improvement measured from the average exterior ground elevation of the Improvement to a point, if the Improvement is roofed, midway between the highest and lowest points of the roof excluding chimneys, cupolas, ventilation shafts, weathervanes and similar protrusions or, if the Improvement is unroofed, the top of the Improvement.

8.20 Impervious Coverage

The aggregate area of all surfaces that are not capable of supporting vegetation within the applicable area of reference. Included in Impervious Coverage are the footprints (including roofs, decks, stairs and other extensions) of Improvements; paved or artificially covered surfaces such as crushed stone, gravel, concrete and asphalt; impounded water (such as a man-made pond); and compacted earth (such as an unpaved roadbed). Excluded from Impervious Coverage are running or non-impounded standing water (such as a naturally occurring lake); bedrock and naturally occurring stone and gravel; and earth (whether covered with vegetation or not) so long as it has not been compacted by non-naturally occurring forces.

8.21 Improvement

Any Existing Improvement or Additional Improvement.

8.22 Indemnified Parties

Holder, each Beneficiary (if any) and their respective members, directors, officers, employees and agents and the heirs, personal representatives, successors and assigns of each of them.

8.23 Invasive Species

A plant species that is (a) non-native (or alien) to the ecosystem under consideration; and (b) whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, publications such as "Plant Invaders of the Mid-Atlantic Natural Areas", by the National Park Service National Capital Region, Center for Urban Ecology and the U.S. Fish and Wildlife Service, Chesapeake Bay Field Office are to be used to identify Invasive Species.

8.24 Litigation Expense

Any court filing fee, court cost, arbitration fee or cost, witness fee and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Conservation Easement including in each case, attorneys' fees, other professionals' fees and disbursements.

8.25 Losses

Any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge other than a Litigation Expense.

8.26 Lot

A unit, lot or parcel of real property separated or transferable for separate ownership or lease under Applicable Law.

8.27 Market Value

The fair value that a willing buyer, under no compulsion to buy, would pay to a willing seller, under no compulsion to sell as established by appraisal in accordance with the then-current edition of Uniform Standards of Professional Appraisal Practice issued by the Appraisal Foundation or, if applicable, a qualified appraisal in conformity with §1.170A-13 of the Regulations.

8.28 Native Species

A plant or animal indigenous to the locality under consideration. In cases of uncertainty, published atlases, particularly *The Vascular Flora of Pennsylvania: Annotated Checklist and Atlas* by Rhoads and Klein and *Atlas of United States Trees, vols. 1 & 4* by Little are to be used to establish whether or not a species is native.

8.29 Owners

The undersigned Owner or Owners and all Persons after them who hold any interest in all or any part of the Property.

8.30 Person

An individual, organization, trust or other entity.

8.31 Public Records

The public records of the Office for the Recording of Deeds in and for the County in which the Property is located.

8.32 Qualified Organization

A governmental or non-profit entity that (a) has a perpetual existence; (b) is established as a public charity for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and other charitable, scientific and educational purposes; (c) meets the criteria of a Qualified Organization under the Regulations; and (d) is duly authorized to acquire and hold conservation easements under Applicable Law.

8.33 Recreational Use Statute

The Pennsylvania Recreational Use Statute, 68 Pa. Stat. 477 as amended through the applicable date of reference or any other Applicable Law that provides immunity or limitation of liability for Owners who make their property available to the public for recreational purposes.

8.34 Regulations

The provisions of C.F.R. §1.170A-14 as amended through the applicable date of reference.

8.35 Regulatory Signs

Signs (not exceeding two square feet each) to control access to the Property or for informational, directional or interpretive purposes.

8.36 Residential Improvements

Habitable Improvements and Improvements accessory to residential uses such as garage, swimming pool, pool house, tennis court and children's play facilities.

8.37 Resource Management Plan

A record of the decisions and intentions of Owners prepared by a qualified resource management professional for the purpose of protecting soil, water and vegetative resources described in the Conservation Objectives during certain operations affecting natural resources protected under this Conservation Easement. The Resource Management Plan (sometimes referred to as the "RMP") includes a resource assessment, identifies appropriate performance standards (based upon Best Management Practices where available) and projects a multi-year description of planned activities for identified operations to be conducted in accordance with the plan.

8.38 Review

Review and approval of Holder under the procedure described in Article V.

8.39 Review Requirements

Collectively, any plans, specifications or information required for approval of the Subdivision, activity, use or Construction under Applicable Law (if any) plus (a) the information required under the Review Requirements incorporated into this Conservation Easement either as an Exhibit or as part of the Baseline Documentation or (b) if the information described in clause (a) is inapplicable, unavailable or insufficient under the circumstances, the guidelines for Review of submissions established by Holder as of the applicable date of reference.

8.40 Selective System

A regeneration method designed to create and perpetuate an uneven-aged stand. Trees are harvested singly or in small groups, taking care not to damage residual trees. Poor quality trees and a predetermined number of merchantable trees in each diameter class are removed. Harvesting must be conducted in a manner that does not impair significant conservation interests.

8.41 Site Improvements

Unenclosed Improvements such as driveways, walkways, boardwalks, storm water management facilities, bridges, parking areas and other pavements, lighting fixtures, signs, fences, walls, gates, man-made ponds, berms and landscaping treatments.

8.42 Soil Conservation Plan

A plan for soil conservation and/or sedimentation and erosion control that meets the requirements of Applicable Law and is approved by the Chester County Conservation District or Natural Resource Conservation Service (NRCS).

8.43 Steep Slope Areas

Areas greater than one acre having a slope greater than 15%.

8.44 Subdivision

Any transfer of an Existing Lot into separate ownership; any change in the boundary of the Property or any Lot within the Property; and any creation of a unit, lot or parcel of real property for separate use or ownership by any means including by lease or by implementing the condominium form of ownership.

8.45 Sustainable

Land management practices that provide goods and services from an ecosystem without degradation of biodiversity and resource values at the site and without a decline in the yield of goods and services over time.

8.46 Utility Improvements

Improvements for the reception, storage or transmission of water, sewage, electricity, gas and telecommunications or other sources of power.

8.47 Wet Areas

Watercourses, springs, wetlands, and non-impounded standing water and areas within 100-feet of their edge.

8.48 Woodland Areas

Hedgerows (if any) shown on the Conservation Plan, other wooded areas within the Property containing at least two acres of continuous canopy of trees primarily of Native Species, and area(s) within the Property described as “wooded” or “forested” in the Baseline Documentation”, or if not wooded or forested as of the Easement Date, are designated as successional woodland on the Conservation Plan.

INTENDING TO BE LEGALLY BOUND, the undersigned Owners and Holder, by their respective duly authorized representatives, have signed and delivered this Conservation Easement as of the Easement Date.

Witness/Attest:

_____ Name: _____

_____ By: _____
Name:
Title:

Acceptance by Beneficiaries:

[NAME OF BENEFICIARY]

_____ By: _____
Name:
Title:

COUNTY OF CHESTER

[SEAL] By: _____
Name:
Title: Chairman

By: _____
Name:
Title: Commissioner

By: _____
Name:
Title: Commissioner

ATTEST _____

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF _____ :

ON THIS DAY _____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

_____, Notary Public

Print Name:

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF _____ :

ON THIS DAY _____ before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of _____, a Pennsylvania non-profit corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by her/himself as such officer.

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

_____, Notary Public

Print Name:

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER:

ON THIS DAY _____, before me, the undersigned officer, personally appeared

_____, _____, and _____, Commissioners of Chester County, a political subdivision and Municipal Corporation and County of the Third class, party to this Agreement, and acknowledged this Indenture to be his or her act and deed of said County, known to me personally to be such, and,

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

_____, Notary Public

Print Name: