

PREPARED BY:
WILKINSON ACCLAIM L.P.
BILL ROMANELLI
1020 BROAD RUN RD
LANDENBERG PA 19350



RETURN TO

RETURN TO:
LONDON BRITAIN TOWNSHIP LAND TRUST
PO BOX 215
KEMBLESVILLE PA 19347

UPI# 73-4-15 P/O ✓
73-4-15.13 P/O ✓
73-4-15.14 ✓

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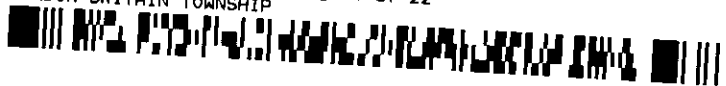
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DECLARATION OF CONSERVATION EASEMENT

DOC # 11241305 01/22/2013 11:25 AM
Receipt #: 13-03294
Rec Fee: \$108.00
Chester County, Recorder of Deeds

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01/22/2013 11:25 AM
LONDON BRITAIN TOWNSHIP Page 1 of 22



BEING PART OF UPI NO. 73-4-15 P/O
73-4-15-13 P/O

To be returned to:
Carolyn Matalon
London Britain Township
PO Box 215
Kemblesville, PA 19347-0215

DECLARATION OF CONSERVATION EASEMENT

THIS DECLARATION OF CONSERVATION EASEMENT dated as of January 7, 2013 (the "Easement Date") is made by LONDON BRITAIN TOWNSHIP LAND TRUST (the "Holder").

ARTICLE I. BACKGROUND

Section 1.01 Conservation Easement Area

The Holder is the sole owner (the "Owner") in fee simple of the lands comprising the easement areas described in Exhibit "A" (collectively, the "Conservation Easement Area").

Section 1.02 Conservation Objectives

This Conservation Easement is intended to achieve the goals and resource protection objectives (collectively, the "Conservation Objectives") for the Conservation Easement Area set forth below:

(a) Resource Protection Objectives

- (i) **Water Resources.** This Conservation Easement seeks to protect both the quality and quantity of streams, wetlands and other water resources shown on the Subdivision Plan.
- (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. Trees store carbon, offsetting the harmful by-products of burning fossil fuels and trap air pollution particulates, cleaning air.
- (iii) **Wildlife Resources.** This Conservation Easement seeks to protect areas of wildlife habitat.
- (iv) **Sustainable Land Uses.** This Conservation Easement seeks to promote land uses that will neither diminish the biological integrity of the Conservation Easement Area nor deplete natural resources over time nor lead to an irreversible disruption of ecosystems and associated processes.

Section 1.03 Structure of Conservation Easement

This Conservation Easement is divided into eight Articles. Articles II, III and IV contain the restrictive covenants imposed by the Holder on the Conservation Easement Area. 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 Holder grants to itself as Holder certain rights to enforce the restrictive covenants set forth in Articles II, III and IV in perpetuity against all future owners of the Conservation Easement Area ("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 Owner 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.

ARTICLE II. SUBDIVISION

Section 2.01 Prohibition

No Subdivision of the Conservation Easement Area is permitted except as set forth below.

Section 2.02 Permitted Subdivision

The following Subdivisions are permitted:



- (a) **Lot Line Change**
Subdivision for purposes of changing or correcting the boundary of the Conservation Easement area resulting in (i) no additional Lot; and (ii) no material decrease in the acreage of the Conservation Easement Area.

Section 2.03 Subdivision Requirements

- (a) **Amendment**
Holder may require Owner to execute an Amendment of this Conservation Easement to reflect 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.

ARTICLE III. IMPROVEMENTS

Section 3.01 Prohibition

Buildings and permanent above-ground structures not shown on the Subdivision Plan or otherwise expressly permitted herein (for example, in Section 3.02) are prohibited within the Conservation Easement Area.

Section 3.02 Permitted Within Conservation Easement Area

The following Improvements are permitted within the Conservation Easement Area:

- (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 requirements applicable to Additional Improvements of the same type set forth in this Article.
- (b) **Existing Agreements**
Improvements that Owner is 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 and habitat protection devices such as deer enclosures and other structures supporting approved habitat protection methods.
 - (iv) Trails covered (if at all) by wood chips, gravel, or other highly porous surface.
 - (v) The installation of Stormwater Management Facilities, shown on the Subdivision Plan or as necessary in order to comply with direction given by the Township, Chester County Conservation District, and/or any other governmental instrumentality having jurisdiction.
 - (vi) Installation of trees, shrubs and landscaping as shown on the Subdivision Plan or otherwise, with the approval of Holder.
 - (vii) Septic System Facilities.
 - (viii) Utility Improvements.
 - (ix) Improvements (including Site Improvements) shown on the Subdivision Plan.
- (d) **Subdivision Plan**
Notwithstanding anything to the contrary in this Conservation Easement, any and all Improvements shown on, referenced in or contemplated by the Subdivision Plan (including, without limitation, Site Improvements), and all activities and uses related to the Construction, installation, use, operation and functioning of the Improvements, and all activities and uses contemplated by the Subdivision Plan, are permitted within the Conservation Easement Area, and are not subject to Review, prior notice to the Holder, or any standards or limitations set forth in this Conservation Easement.



ARTICLE IV. ACTIVITIES; USES; DISTURBANCE OF RESOURCES

Section 4.01 Prohibited Uses Within The Conservation Easement Area

- (a) Placing, filling, storing or dumping on the Conservation Easement Area of soil, grass clippings, leaves, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or chemicals (including but not limited to oil, fertilizers, insecticides, herbicides, or any other toxic or hazardous substance as defined under applicable federal or state law) or the installation of underground storage tanks (except Septic System Facilities);
- (b) Drilling, mining, excavation, dredging or removal of loam, peat, gravel, soil, rock, sand, or other mineral resource or natural deposit, and constructing, bulldozing, excavating or drilling of roads, dikes, ditches, holes, swales or other change in the general topography of the land, excepting (i) the maintenance of existing foot trails, fire lanes, or archaeological digs or excavations authorized and conducted by the Pennsylvania Historical and Museum Commission with prior written consent and approval of Owner, (ii) as contemplated by the Subdivision Plan (for example, Septic System Facilities), or (iii) as otherwise permitted pursuant to this Article IV;
- (c) Cutting, removing or destroying trees, shrubs, or other vegetation, except as may be (i) necessary for the prevention or treatment of disease or control of non-native, non-indigenous plant and animal species with prior written approval by Holder, or as otherwise authorized by this agreement; or (ii) permitted by a management plan approved in writing by Holder; or (iii) shown on or contemplated by the Subdivision Plan as to be removed; or (iv) necessary in order to construct or accommodate Improvements permitted by this Conservation Easement; or (v) in connection with general woodland and stream corridor maintenance and similar activities to preserve and enhance the natural character of the Conservation Easement Area; or (vi) as otherwise permitted pursuant to Section 4.02;
- (d) Intentional introduction of non-native, non-indigenous plant and animal species;
- (e) Use of pesticides, herbicides, insecticides, or other chemicals, except as may be necessary to control invasion of a species that threatens the natural character of the area and with the approval of Holder;
- (f) Pollution, alteration, depletion, diversion, channelization, damming, drainage, or extraction of surface water, ground water, natural watercourses, lakes, ponds, marshes, subsurface water, or any other water bodies (except Stormwater Management Facilities shown on the Subdivision Plan or approved by the Township);
- (g) Acts, uses, or discharges which adversely affect fish or wildlife habitat or the preservation of land or water areas in the Conservation Easement Area;
- (h) Removal or relocation of any marker or sign which is intended to identify and delineate the Conservation Easement Area;
- (i) Operation of any motorized vehicles, including, but not limited to, motorbikes, mopeds, four wheel vehicles, all-terrain vehicle, and snow mobiles (regardless of whether registered); provided, however, that the foregoing shall not prohibit the use of construction vehicles in connection with Construction activities permitted under this Conservation Easement;
- (j) Overnight camping activities, included, but not limited to, outdoor sleeping, setting up of tents, picnic tables and fire pits. No open flame fires shall be permitted, whether supervised or not;
- (k) Hunting or trapping of any animals, absent the approval of the Holder and subject to Applicable Law.

Section 4.02 Permitted Within The Conservation Easement Area

The following activities and uses are permitted within the Conservation Easement Area:

- (a) **Existing Agreements**
Activities and uses that Owner is required to allow under Existing Agreements.
- (b) **Disturbance of Resources**
 - (i) Removal of trees, shrubs, and other vegetation as may be (i) necessary for the prevention or treatment of disease or control of non-native, non-indigenous plant and animal species with prior written



approval by Holder, or as otherwise authorized by this agreement; or (ii) permitted by a management plan approved in writing by Holder; or (iii) shown on or contemplated by the Subdivision Plan as to be removed; or (iv) necessary in order to construct or accommodate Improvements permitted by this Conservation Easement; or (v) in connection with general woodland and stream corridor maintenance and similar activities to preserve and enhance the natural character of the Conservation Easement Area; or (vi) as otherwise permitted pursuant to this Section 4.02;

- (ii) Cutting, removing or destroying trees, shrubs, and other vegetation, including removal of Invasive Species, to the extent reasonably prudent to remove, mitigate or warn against an unreasonable risk of harm to Persons, property or health of Native Species on or about the Conservation Easement Area.
 - (iii) Planting a diversity of Native Species of trees, shrubs and herbaceous plant materials in accordance with Best Management Practices.
 - (iv) Vehicular use (including motorized vehicular use) in the case of emergency or in connection with Construction permitted within the Conservation Easement Area.
 - (v) Removal of vegetation to accommodate replanting with a diversity of Native Species of trees, shrubs and herbaceous plant materials and removal of non-native invasive vegetation.
 - (vi) Other resource management activities consistent with maintenance or attainment of Conservation Objectives.
 - (vii) Removal of diseased or dying trees.
 - (viii) Removal of vegetation, grading and other Construction activities reasonably required to accommodate Improvements and work shown on or contemplated by the Subdivision Plan.
 - (ix) Uses and activities that maintain continuous vegetative cover (other than Invasive Species) such as meadow, turf or lawn.
- (c) **Release and Disposal**
- (i) Piling and composting of biodegradable materials originating from the Conservation Easement Area within the Conservation Easement Area.
- (d) **Nature Preserve and Trail Uses**
Activities that do not materially and adversely affect natural resources within the Conservation Easement Area such as the following:
- (i) Walking, cross-country skiing on trails, nature study, bird watching, fishing and hunting, picnicking, and other forms of passive recreation.
 - (ii) Other educational or scientific activities consistent with and in furtherance of Conservation Objectives for the Conservation Easement Area.
- (e) **Stormwater Discharge**
The discharge of stormwater from any Stormwater Management Facilities shown on the Subdivision Plan, as such Stormwater Management Facilities may be modified or relocated at the direction of the Township, Chester County Conservation District, and/or any other governmental instrumentality having jurisdiction.
- (e) **Recreational and Open-Space Uses**
Non-commercial recreational and open-space uses
- (f) **Other Uses and Activities**
Subject to Review, any other use of, or activity within, the Conservation Easement Area which does not materially and adversely affect natural resources within the Conservation Easement Area or the Conservation Objectives that are the subject of this Conservation Easement.

(g) **Subdivision Plan**

Notwithstanding anything to the contrary in this Conservation Easement, any and all Improvements shown on, referenced in or contemplated by the Subdivision Plan (including, without limitation, Site Improvements), and all activities and uses related to the Construction, installation, use, operation and



functioning of the Improvements, and all activities and uses contemplated by the Subdivision Plan, are permitted within the Conservation Easement Area, and are not subject to Review, prior notice to the Holder, or any standards or limitations set forth in this Conservation Easement.

ARTICLE V. RIGHTS AND DUTIES OF HOLDER AND OTHER BENEFICIARIES

Section 5.01 Servitude

By signing this Conservation Easement, the Holder, intending to be legally bound, grants and conveys to itself a conservation servitude over the Conservation Easement Area 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.

Section 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 Conservation Easement Area to investigate a suspected, alleged or threatened violation.
- (b) **Inspection**
To enter and inspect the Conservation Easement Area 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 the Conservation Easement Area, respond to requests for information from Persons having an interest in this Conservation Easement or the Conservation Easement Area (such as requests for a certification of compliance), and apply the terms of this Conservation Easement to changes occurring or proposed within the Conservation Easement Area.

Section 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 Owner 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 Conservation Easement Area identifying the interest of Holder in this Conservation Easement on the Conservation Easement Area. Any signs installed by Holder do not reduce the number or size of signs permitted under Article III. Signs are to be of the customary size installed by Holder for similar purposes.

Section 5.04 Review

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

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LONDON BRITAIN TOWNSHIP



(a) **Notice of Intention to Undertake Certain Permitted Actions.**

The purpose of requiring Owner to notify Holder prior to undertaking certain permitted activities is to afford Holder an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Conservation Objectives. Unless otherwise expressly stated herein, whenever notice is required, Owner shall notify Holder in writing not less than forty-five (45) days prior to the date Owner intends to undertake the activity for which notice is required. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Holder to make an informed judgment as to its consistency with the Purpose of this Conservation Easement. Owner shall not be required to notify Holder for renovations, repairs or normal and customary maintenance to improvements that do not increase the improvement's size, Height or change its location or basic use.

(b) **Holder's Approval.**

(i) When Holder's approval is required under any provisions of this Conservation Easement, Holder shall approve, approve with conditions, or deny Owner's request stating the reason for withholding its approval in writing and deliver such to Owner within forty-five (45) days of receipt of Owner's written request therefor. Holder's approval may be withheld only upon a reasonable determination by Holder that the action as proposed would be inconsistent with the Conservation Objectives. In the event that Holder fails to respond to Owner's written request within forty-five (45) days, approval shall be deemed granted on the forty-fifth (45th) day after submission of the request, so long as the activity in question is not contrary to any express restriction in this Conservation Easement. Owner shall not be required to obtain approval from Holder for renovations, repairs, or normal and customary maintenance to improvements that do not increase the improvement's size, Height or change its location or basic use. Nothing herein shall be construed to give Holder any right or authority to exercise any control or architectural design, color, aesthetic quality, or style of any improvement, except where otherwise expressly stated herein.

(ii) Subject to the restrictions and limitations in this Section 5.04 and other provisions of this Conservation Easement, Holder shall have the right, in its sole discretion, to temporarily or permanently waive a restriction or to temporarily or permanently permit an activity restricted or prohibited herein. Any such waiver or permission must be consistent with the Conservation Objectives. Holder shall have no right or power to agree to any waiver of any provision of this Conservation Easement or permit any activity restricted prohibited by this Conservation Easement that would (a) result in this Conservation Easement failing to qualify under the Conservation Easements Act, (b) result in the termination of the Conservation Easement, or (c) allow any residential improvements or any commercial or industrial activities not otherwise expressly provided for by this Conservation Easement.

(c) **Failure to Notify**

If Holder fails to notify Owner as required in the preceding subsection, the proposal set forth in Owner's 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 materially and adversely affects natural resources described in the Conservation Objectives or that is otherwise inconsistent with maintenance or attainment of substantial Conservation Objectives.

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LONDON BRITAIN TOWNSHIP



ARTICLE VI. VIOLATION; REMEDIES

Section 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 may be 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.

Section 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 (except in the event of Third Party Violations (hereinbelow defined), which shall be governed by Section 6.10):

- (a) **Notice**
Holder must notify Owner of the violation. Holder's notice may include its recommendations of measures to be taken by Owner to cure the violation and restore features of the Conservation Easement Area damaged or altered as a result of the violation.
- (b) **Opportunity to Cure**
Owner' cure period expires thirty (30) days after the date of Holder's notice to Owner subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:
- (i) Owner ceases the activity constituting the violation promptly upon receipt of Holder's notice;
 - (ii) Owner and Holder agree, within the initial thirty (30) day period, upon the measures Owner will take to cure the violation;
 - (iii) Owner commences to cure within the initial thirty (30) day period; and
 - (iv) Owner continues 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 Conservation Easement Area described in the Conservation Objectives.

Section 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 as its sole and exclusive remedies:

- (a) **Coercive Relief**
Seek coercive 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 natural resources destroyed or altered as a result of the violation.
- (b) **Civil Action**
Recover from Owner, if the Owner is responsible for the violation (subject to Section 6.07, Section 6.08 and Section 6.09 of this Conservation Easement), or other Persons responsible for the violation, all sums owing to Holder under applicable provisions of this Conservation Easement.
- (c) **Self-Help**
Enter the Conservation Easement Area to prevent or mitigate further damage to or alteration of natural resources of the Conservation Easement Area identified in the Conservation Objectives.

Section 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 and reimbursement of Litigation Expenses.
- (b) **Restitution**
Holder is entitled to recover from the Person seeking the modification or termination, (i) restitution of amounts paid for this Conservation Easement (if any) and any other sums invested in the Conservation Easement Area for the benefit of the public as a result of rights granted under this Conservation Easement plus (ii) reimbursement of Litigation Expenses.
- (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.

Section 6.05 Remedies Cumulative

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.

Section 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.

Section 6.07 No Fault of Owner

Holder shall have no right of or to remediation, damages, reimbursement or other recovery as to Owner (but not other Persons who may be responsible for the violation) if the violation was not caused by Owner.

Section 6.08 Multiple Owners; Multiple Lots

If different Owners own Lots within the Conservation Easement Area, only the Owner of the Lot in violation will be held responsible for the violation.

Section 6.09 Multiple Owner; 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.

Section 6.10 Third Party Violations

- (a) In the event of third party activities that violate the prohibitions of this Conservation Easement ("Third Party Violations"), Holder shall have the right, but not the obligation, to take steps to correct such Third Party Violation. Holder's actions may include sending written notice to said third party, with a copy of notice sent to Owner, of such violation and demanding corrective action sufficient to cure the violation and restore any portion of the Property that has been injured. If the violation is not cured (a) within thirty (30) calendar days of the receipt of written notice from Holder, (b) where the required corrective action cannot be completed within thirty (30) calendar days, said third party fails to commence such cure within said thirty (30) day cure period and fails to continue diligently to cure the violation until finally cured, or, (c) where such third party may cause irreparable harm by continuing to violate the requirements of this Conservation Easement (without regard to any period of advance notice), Holder may bring an action against such third party at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover from such third party any damages to which it may be entitled under Applicable Law and to require the restoration of the Conservation Easement Area to its prior condition. To assist Holder in enforcing this Conservation Easement against third parties, Owner shall assign to Holder all rights it may have against such third party.
- (b) Holder agrees that as long as Owner, upon request, assigns to Holder all rights the Owner may have against such third party, as provided above and at no cost to Owner, the Owner shall have not be liable to Holder for any remediation, damages, reimbursement or other recovery arising from or relating to such violations. Any damage award recovered by Holder for such Third Party Violations shall be used to the extent practicable to correct or remedy the conditions or damages that gave rise to the award. To the extent all or



part of such damage award funds cannot be utilized to correct such conditions, as determined by Holder in its sole discretion, the funds or any remaining after correction shall be utilized by Holder in support of its conservation program.

Section 6.11 Continuing Liability

In the event a Lot or parcel subject to this Conservation Easement is transferred while a violation remains uncured, and in the further event that, prior to such transfer, notice of such violation was given to the transferor Owner by the Holder pursuant to Section 6.02, the transferor Owner shall remain liable for the violation jointly and severally with the transferee Owner. Except as provided in the immediately preceding sentence, the transferor Owner shall have no further liability hereunder. Notwithstanding the foregoing, the transferor Owner shall have no liability 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 transferee Owner to request a certificate of compliance to verify whether violations exist as of the date of transfer.

ARTICLE VII. MISCELLANEOUS

Section 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 Owner:

London Britain Township Land Trust
c/o London Britain Township
PO Box 215
Kemblesville, PA 19347-0215

If to Holder:

London Britain Township Land Trust
c/o London Britain Township
PO Box 215
Kemblesville, PA 19347-0215

Section 7.02 Governing Law

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

Section 7.03 Assignment and Transfer

Neither Owner 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 that executes and records in the Public Records a written agreement assuming the obligations of Holder under this Conservation Easement. .

(b) **By Owner**

This Conservation Easement is a servitude running with the land binding upon the undersigned Holder and, upon recordation in the Public Records, all subsequent Owners of the Conservation Easement Area or any portion of the Conservation Easement Area are bound by its terms, whether or not the Owner 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.

Section 7.04 Binding Agreement

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

Section 7.05 No Other Beneficiaries

This Conservation Easement does not confer any Enforcement Rights or other remedies upon any Person other than Holder specifically named in this Conservation Easement. Owners of Lots adjoining the Conservation Easement Area are not beneficiaries of this Conservation Easement (either in their capacity as owners of such Lots or as members of the Glen Ridge Homeowners Association) and, accordingly, have no right of approval or joinder in any Amendment.

Section 7.06 Amendments, Waivers

No Amendment or waiver of any provision of this Conservation Easement or consent to any departure by Holder 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.

Section 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.

Section 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.

Section 7.09 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.

Section 7.10 Entire Agreement

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

Section 7.11 Incorporation by Reference

The following items are incorporated into this Conservation Easement by means of this reference:



- The legal description of the Conservation Easement Area attached as Exhibit "A"

Section 7.12 Coal Rights Notice

The following notice is given to Owner 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 Conservation Easement Area.

Section 7.13 Termination of Rights and Obligations

A Party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Conservation Easement Area, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

Section 7.14 Condemnation

In the event that all or part of the property interests subject to the Conservation Easement are extinguished by (i) an action in eminent domain, (ii) other judicial proceedings, or (iii) settlement reached between Owner, Holder and condemner under threat of condemnation by public, corporate, or other authority so as to abrogate the conservation goals imposed by this Conservation Easement, the proceeds shall be divided in accordance with the proportionate value of the Holder's and Owner's interests, and Holder's proceeds shall be used as specified above. All expenses reasonably incurred by the Owner and the Holder in such action shall be paid out of the recovered proceeds.

ARTICLE VIII. GLOSSARY

Section 8.01 Additional Improvements

All buildings, structures, facilities and other improvements within the Conservation Easement Area other than Existing Improvements.

Section 8.02 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).
- (ii) Production of poultry, livestock and their products.
- (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.

Section 8.03 Amendment

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

Section 8.04 Applicable Law

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

Section 8.05 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 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 (with respect to soil resources); the Pennsylvania Department of Environmental Protection (with respect to soil erosion, sedimentation and water resources).

Section 8.06 Code

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

Section 8.07 Conservation Easements Act

The Pennsylvania Conservation and Preservation Easements Act, Act 29 of 2001, Pub. L. 390 (32 P.S. §5051, et seq.) as amended through the applicable date of reference.

Section 8.08 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.

Section 8.09 Existing Agreements

Easements and other servitudes affecting the Conservation Easement Area 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.

Section 8.10 Existing Improvements

Improvements located on, above or under the Conservation Easement Area as of the Easement Date.

Section 8.11 Existing Lots

Lots existing under Applicable Law as of the Easement Date.

Section 8.12 Forestry

Activities leading to the harvesting of trees for timber and other useful products.

Section 8.13 Impervious Cover

Any surface which precludes penetration to lower soil levels by surface water. All buildings, including roof overhangs, parking areas, driveways, roads, sidewalks, and other such areas in concrete or asphalt shall be considered components of impervious cover. In addition, other areas determined by the Township Engineer to be impervious within the meaning of this definition shall also be considered as contributing to total impervious cover. For purposes of determining compliance with maximum impervious cover limitations on any lot or tract, impervious cover shall be measured as a percentage of net tract area.

Section 8.14 Improvement

Any Existing Improvement or Additional Improvement.

Section 8.15 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.

Section 8.16 Lien

Any mortgage, lien or other encumbrance securing the payment of money.

Section 8.17 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.

Section 8.18 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.



Section 8.19 Lot

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

Section 8.20 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.

Section 8.21 Owner

The Owner and all Persons after them who hold any interest in all or any part of the Conservation Easement Area.

Section 8.22 Person

An individual, organization, trust or other entity.

Section 8.23 Public Records

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

Section 8.24 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.

Section 8.25 Recreation, Passive

Recreation activities, including the facilities used for such activities, that have a low impact on the surrounding environment. Passive recreation may include, but is not limited to, walking, hiking, fishing, bird watching, and quiet picnicking.

Section 8.26 Regulations

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

Section 8.27 Regulatory Signs

Signs (not exceeding one square foot each) to control access to the Conservation Easement Area or for informational, directional or interpretive purposes.

Section 8.28 Review

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

Section 8.29 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 as an Exhibit 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.

Section 8.30 Riparian Buffer

An area of trees and other vegetation adjacent to a watercourse that forms a transition area between the aquatic and terrestrial environment. The riparian buffer is designed to separate more intensive human land uses from sensitive water resources and especially to intercept runoff from upland sources for the purpose of mitigating the effects of nutrients, sediment, organic matter, pesticides or other pollutants prior to entry into surface waters.

Section 8.31 Septic System Facilities

Septic tanks, holding tanks, pipes, vents, absorption fields, drain fields, and any other related improvements for the gathering, channeling, storage and disposal of sewage waste.



Section 8.32 Site Improvements

Unenclosed Improvements such as driveways, Access Drives, Utility Improvements, walkways, boardwalks, Stormwater Management Facilities, Septic System Facilities, bridges, stream crossings, parking areas and other pavements, lighting fixtures, signs, fences, walls, gates, man-made ponds, berms and landscaping treatments. The term "Site Improvements" shall also include any grading, excavation, site work, Improvements and activities necessary or related to the Construction of Site Improvements and/or all Improvements and work shown on or contemplated by the Subdivision Plan.

Section 8.33 Slope

The ratio of the change in elevation over the horizontal distance is measured between consecutive contour lines, expressed as a percent. Contour intervals shall not exceed two (2) feet.

Section 8.34 Soil Conservation Easement Plan

A plan for soil conservation and/or sedimentation and erosion control that meets the requirements of Applicable Law.

Section 8.35 Steep Slope Areas

Those areas of land where the grade is fifteen (15%) percent or greater. Slopes shall be measured as the change in elevation over the horizontal distance between consecutive contour lines and expressed as a percent.

Section 8.36 Stormwater Management Facilities

Any and all stormwater management or detention ponds or other containment structures, stormwater diversion and/or discharge structures, drainage systems, basins, and any other structures, devices, berms, swales, basins, dry wells and other improvements for the purpose of collection, transmission, containment, diversion and/or discharge of stormwater, including also any inlets, outlets, headwalls, endwalls, pipes or piping, and any and all other structures or facilities for the purpose of managing and/or controlling stormwater runoff.

Section 8.37 Stream

Any watercourse.

Section 8.38 Subdivision

Any transfer of an Existing Lot into separate ownership; any change in the boundary of the Conservation Easement Area or any Lot within the Conservation Easement Area; 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.

Section 8.39 Subdivision Plan

That certain plan entitled "Final Subdivision Plan of Glen Ridge" prepared by Hillcrest Associates, Inc. dated January 14, 2005 (last revised August 2, 2006, and as further amended), and all accompanying or related plans (including, without limitation, land development plans).

Section 8.40 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.

Section 8.41 Township

London Britain Township, Chester County, Pennsylvania.

Section 8.42 Utility Improvements

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

Section 8.43 Watercourse

A watercourse is a channel or conveyance of surface water having defined bed and banks, whether natural or artificial, with perennial or intermittent flow.

Section 8.44 Woodland

A tree mass or plant community covering an area of one-quarter (1/4) acre or more, in which tree species are dominant or co-dominant and the branches of the trees form a complete, or nearly complete, aerial



canopy. The extent of any woodland plant community or any part thereof shall be measured from the outermost drip line of all the trees in such plant community.

INTENDING TO BE LEGALLY BOUND, the undersigned Holder, by its respective duly authorized representative, has signed this Declaration of Conservation Easement as of the Easement Date.

WITNESS/ATTEST:

LONDON BRITAIN TOWNSHIP LAND TRUST

Carolyn T Metcaler

By: Martin G.H. Wells
Name: MARTIN G.H. WELLS
Title: PRESIDENT, LBTKT

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LONDON BRITAIN TOWNSHIP



COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF CHESTER

On this 7 day of January, 2013, before me, the undersigned officer, personally appeared Martin B. Wells who acknowledged himself/herself to be the President of LONDON BRITAIN TOWNSHIP LAND TRUST, and, being authorized to do so, acknowledged that he/she executed the foregoing instrument on behalf of LONDON BRITAIN TOWNSHIP LAND TRUST for the purposes therein contained.

Carolyn T Matalon

Notary Public

* * * * *

NOTARIAL SEAL
CAROLYN T MATALON
Notary Public
LONDON BRITAIN TWP., CHESTER COUNTY
My Commission Expires May 14, 2016

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LONDON BRITAIN TOWNSHIP



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LONDON BRITAIN TOWNSHIP



ALL THAT CERTAIN lot or parcel of land with improvements thereon erected SITUATE in the Township of London Britain, County of Chester, State of Pennsylvania, bounded and described according to a Final Plan for "Glen Ridge" made by Hillcrest Associates, Inc., dated 01-14-05, last revised 10-06-06 and recorded 12-06-06 as Plan #18033 as follows, to wit:

Open Space Area "A"

Beginning at a point on the northerly Right-of-Way line of Glen Road (25' half R/W), said point being in line of land now or formerly of Ann M. Weygandt.

Thence by said land North 01°09'10" East 477.59' to a point and corner of Lot 11.

Thence partly by Lot 11 and partly by Lot 12 the following 2 courses and distances:

- 1) North 76°58'21" East 304.99' to a point.
- 2) North 27°40'40" East 110.52' to a point and corner of Open Space Area "D".

Thence by said open space the following 3 courses and distances:

- 1) North 40°21'56" East 208.13' to a point.
- 2) North 34°44'46" East 82.54' to a point.
- 3) North 47°48'05" West 46.51' to a point on the southerly right-of-Way line of Wynn Court (50' and 100' R/W).

Thence by said Right-of-Way line the following 2 courses and distances:

- 1) South 88°45'52" East 76.67' to a point of curve.
- 2) By the arc of a circle curving to the right with a radius of 175.00', an arc length of 59.84', with a chord of South 78°58'04" East 59.55' to a point and corner of Open Space Area "E".

Thence by said open space the following 5 courses and distances:

- 1) South 22°18'34" East 45.52' to a point.
- 2) South 26°19'48" West 54.98' to a point.
- 3) South 17°35'04" West 72.78' to a point.
- 4) South 31°59'12" East 104.83' to a point.
- 5) South 89°10'15" East 102.86' to a point on the westerly Right-of-Way line of Wynn Court.

Thence by said Right-of-Way line the following 3 courses and distances:



- 1) By the arc of a circle curving to the left with a radius of 200.00', an arc length of 47.45', with a chord of South 31°39'36" East 47.34' to a point of reverse curve.
- 2) By the arc of a circle curving to the right with a radius of 100.00', an arc length of 162.76', with a chord of South 08°10'07" West 145.38' to a point of reverse curve.
- 3) By the arc of a circle curving to the left with a radius of 200.00', an arc length of 193.78', with a chord of South 27°02'14" West 186.29' to a point and corner of Open Space Area "H".

Thence by said open space the following 2 courses and distances:

- 1) South 74°05'52" West 43.36' to a point.
- 2) South 17°08'03" East 40.00' to a point on the northerly Right-of-Way line of Glen Road.

Thence by said Right-of-Way line the following 6 courses and distances:

- 1) By the arc of a circle curving to the left with a radius of 900.00', an arc length of 232.16', with a chord of South 65°28'34" West 231.51' to a point of tangent.
- 2) South 58°05'11" West 16.60' to a point of curve.
- 3) By the arc of a circle curving to the right with a radius of 775.00', an arc length of 142.86', with a chord of South 63°22'02" West 142.66' to a point of tangent.
- 4) South 68°38'53" West 69.13' to a point of curve.
- 5) By the arc of a circle curving to the right with a radius of 585.00', an arc length of 180.12', with a chord of South 77°28'07" West 179.41' to a point of tangent.
- 6) South 86°17'21" West 67.84' to the first mentioned point and place of beginning.

Containing 9.104 acres of land to be the same more or less.

Open Space Area "B"

Beginning at a point on the northerly Right-of-Way line of Glen Road (25' half R/W), said point being in line of land now or formerly of Carl A. Jr. and Mildred F. Doughten.

Thence by said Right-of-Way line the following 3 courses and distances:



- 1) By the arc of a circle curving to the right with a radius of 505.00', an arc length of 85.79', with a chord of South 82°43'27" West 85.69' to a point of tangent.
- 2) South 87°35'27" West 127.23' to a point of curve.
- 3) By the arc of a circle curving to the left with a radius of 900.00', an arc length of 57.58', with a chord of South 85°45'29" West 57.57' to a point and corner of Open Space Area "G".

Thence by said open space the following 2 courses and distances:

- 1) North 06°04'29" West 40.00' to a point.
- 2) South 80°37'58" West 34.89' to a point on the easterly right-of-Way line of Wynn Court (50' and 100' R/W).

Thence by said right-of-Way line the following 2 courses and distances:

- 1) By the arc of a circle curving to the right with a radius of 100.00', an arc length of 79.19', with a chord of North 32°06'28" East 77.14' to a point of reverse curve.
- 2) By the arc of a circle curving to the left with a radius of 200.00', an arc length of 255.72', with a chord of North 18°09'55" East 238.65' to a point and corner of Open Space Area "F".

Thence by said open space the following 3 courses and distances:

- 1) North 47°08'55" East 36.08' to a point.
- 2) North 05°49'37" East 98.99' to a point.
- 3) North 00°40'39" East 242.93' to a point in line of Lot 1.

Thence partly by Lot 1 and partly by Lots 3 and 4 the following 5 courses and distances:

- 1) North 35°02'29" East 167.43' to a point.
- 2) North 27°05'13" West 200.70' to a point.
- 3) North 33°03'45" West 123.65' to a point.
- 4) North 75°11'36" West 243.48' to a point.
- 5) South 84°27'01" West 114.40' to a point in line of land now or formerly of Howard P. and Lori K. Krinsky.

Thence by said land North 07°15'29" West 102.29' to a point and corner of land now or formerly of Frank Bonini Jr. and Rochelle Denise Bonini.



Thence partly by said land and partly by land now or formerly of Jeffrey A. and Colette A. Bright South $75^{\circ}11'36''$ East 703.60' to a point and corner of land now or formerly of Thomas D. and Lisa F. Fieldman.

Thence by said land South $03^{\circ}14'34''$ West 448.23' to a point and corner of land now or formerly of Carl A. Jr. and Mildred F. Doughten.

Thence by said land the following 2 courses and distances:

- 1) South $43^{\circ}08'04''$ West 267.97' to a point.
- 2) South $14^{\circ}13'11''$ East 434.11' to the first mentioned point and place of beginning.

Containing 5.198 acres of land to be the same more or less.

Open Space Area "C"

Beginning at a point on the northerly Right-of-Way line of Wynn Court (50' and 100' R/W), said point being the easterly corner of Lot 8.

Thence by Lot 8 the following 2 courses and distances:

- 1) North $11^{\circ}54'14''$ West 119.55' to a point.
- 2) North $81^{\circ}24'19''$ West 246.54' to a point in line of land now or formerly of Henry and Xu Yong Xian Sun.

Thence partly by said land and partly by land now or formerly of Howard P. and Lori K. Krinsky the following 3 courses and distances:

- 1) North $14^{\circ}10'24''$ East 214.31' to a point.
- 2) South $84^{\circ}47'43''$ East 291.56' to a point.
- 3) South $84^{\circ}43'28''$ East 64.01' to a point and corner of Lot 7.

Thence by Lot 7 the following 2 courses and distances:

- 1) South $23^{\circ}06'37''$ West 136.76' to a point.
- 2) South $15^{\circ}51'28''$ West 211.97' to a point on the northerly Right-of-Way line of Wynn Court.

Thence by said Right-of-Way line, by the arc of a circle curving to the left with a radius of 60.00', an arc length of 26.76', with a chord of North $89^{\circ}07'33''$ West 26.54' to the first mentioned point and place of beginning.

Containing 1.864 acres of land to be the same more or less.

