

12
50P1
Prepared by and return to:

William J. Burke, III, Esquire
Unruh, Turner, Burke & Frees
P.O. Box 515
West Chester, PA 19381-0515
(610) 692-1371



P/O: U.P.I. Nos. 51-2-150.1, 51-3-18, 51-3-19, 51-3-34 and 51-3-35

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT (hereinafter, this "Agreement") is made November 3, 2015, by and among **PATRICK J. COMERFORD and KATHRYN K. COMERFORD, husband and wife, their successors, heirs and assigns**, ("Grantors"), to and in favor of the **TOWNSHIP OF EAST BRADFORD**, a Township of the Second Class, of Chester County, Pennsylvania, (hereinafter the "Grantee" or "Township").

BACKGROUND

A. Grantors are the owners of certain real property situate in East Bradford Township, Chester County, Pennsylvania, being known as Chester County UPI Nos. 51-2-150.1, 51-3-18, 51-3-19, 51-3-34 and 51-3-35, bordered by Copeland School, Sunset Hollow and Connor Roads, and more fully described on **Exhibit "A"** attached hereto and made a part hereof (the "Property").

B. The Township has developed and is in the process of further developing a network of trails over public and private lands for the benefit of residents of the Township and the general public.

C. On the date hereof, Grantors are granting to North American Land Trust and Township a Grant of Conservation Easement (the "Conservation Easement") encumbering the entirety of Grantor's Property, in exchange for consideration paid by Township to Grantors. In conjunction with the grant of the Conservation Easement, and in exchange for the consideration paid by the Township, Grantors desire to grant and dedicate to the Township a perpetual limited easement in gross over a portion of Grantor's Property in which will be placed a trail that will cross the Property and connect Sunset Hollow Road to Connor Road. The parties have entered into this Agreement for the purpose of setting forth the terms and conditions of such trail easement.



NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Easement.** Grantors hereby grant, bargain, sell and dedicate to the Township a perpetual, free, irrevocable, unencumbered and exclusive easement in gross, twenty (20) feet in width (the "Trail Easement"), over and across a portion of the Property, more fully described on the plan and by metes and bounds on **Exhibit "B"** attached hereto and made a part hereof (the "Trail Easement Area") as and for, and in which may be placed, a public trail of a width not to exceed ten (10) feet ("Trail") for passive recreational use by the general public, consistent with and in order to advance the Conservation Values protected by the Conservation Easement.

For purposes of the preceding, such passive recreational uses may include hiking, jogging, horseback riding, nature study, cross-country skiing and bicycling these uses may be limited by a Memorandum of Understanding between the Township and Grantors as they may collectively agree from time to time. Hunting or trapping by the public shall not be permitted within the Trail Easement Area by this Easement. Motorized vehicles (including but not limited to snowmobiles or motorcycles) shall not be used on the Trail or within the Trail Easement Area except (i) in connection with Township's construction, laying out, improvement and maintenance of the Trail and Trail Easement Area, (ii) in case of emergencies, and (iii) power driven mobility devices to facilitate use by persons with special needs.

Use of the Trail Easement Area by the general public shall be limited to the hours between sunrise and sunset.

This Easement includes a temporary construction easement for a reasonable distance on either side of the Trail Easement Area where possible as may be necessary from time to time in connection with the Township's improvement, maintenance and repair of the Trail.

This Easement includes the right of the Township, through its own personnel or through its contractors and subcontractors, upon advance notice to the Grantors, to enter upon the Trail Easement Area and, where necessary for access, other portions of the Property, to do any or all of the following:

- (a) Lay out and establish the Trail within the Trail Easement Area and cut and remove obstructions, including underbrush, trees, limbs and other debris;
- (b) Improve the Trail subject to the provisions of this Agreement;
- (c) Mark the location of the Trail with "blazes" or other markers, including blazes or markers affixed to trees or posts along the Trail, indicating the path of the Trail;



(d) Erect and affix signs and/or sign boards at either end of the Trail indicating the point of entrance, a map of the Trail, and/or regulations for use of the Trail; and

(e) Other activities reasonably necessary in connection with the establishment and maintenance of the Trail.

All such work shall be done by the Township at its sole expense, with advance disclosure to Grantor as the design and nature of the work.

The parties intend that the Trail will, where reasonably practicable consistent with topography, natural features, and level of use, remain substantially in a natural state, consisting of a dirt path, improved (in the discretion of the Township) with pervious surfaces such organic material as wood-chips. However, the Township reserves the right to further improve portions of the Trail with paving or other impervious materials where it deems necessary or appropriate in order to stabilize the Trail, enhance the public safety and enjoyment of the Trail, and minimize recurring erosion.

2. **Maintenance**. The Township shall be solely responsible for the maintenance, repair and replacement, as necessary from time to time, of the Trail, and any appurtenant improvements, at its expense. Any maintenance, repairs, or replacements shall be conducted in compliance with applicable laws, regulations and ordinances. Grantors shall have no obligation to maintain or repair the Trail Easement Area or the Trail, or to remove therefrom any fallen trees, limbs, or other obstructions (except those that are placed on, over, or across the Trail by or through the acts of Grantors, their heirs or assigns, or their tenants, contractors, or subcontractors).

3. **Restoration**. The Township shall repair all damage done to the Property and the improvements thereon as a result of any construction, maintenance and repair activities conducted by or for the Township.

4. **Limited Purpose**. The sole purpose of the easement granted herein is the establishment, maintenance, and repair of a public trail limited to the uses set forth above, and as further restricted by the terms of the Conservation Easement or a Memorandum of Understanding. Nothing herein shall grant or be deemed to grant to the Township or to any member of the general public any other right of use or occupancy of the Property or the Trail Easement Area. Except in connection with the Township's establishment, maintenance, and repair of the Trail Easement Area and the Trail, or for emergencies, no motorized vehicles or equipment may be used or operated in the Trail Easement Area.

5. **No Obstruction**. Neither Grantors nor any successors in interest to the Property shall erect or place or cause to be erected or placed any obstruction, fence, barrier or similar obstruction that may impede or make use of the Trail burdensome.



6. **Immunity**. All persons using the Trail or the Trail Easement Area shall do so at their own risk. The Trail and the rights created hereunder, in favor of the Township and the general public, are intended to be without liability to Grantors, their heirs and assigns, in accordance with the Pennsylvania Recreational Use of Land and Water Act of 1966, as thereafter amended.

7. **Easement Running with the Land**. The easements, covenants, and agreements set forth herein shall constitute easements, covenants, and agreements running with the land.

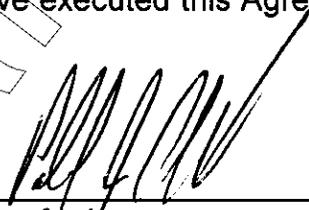
8. **Governing Law**. This Agreement and all questions regarding its validity, interpretation, performance, and enforcement shall be governed by Pennsylvania law.

9. **Entire Agreement**. This Agreement is the entire understanding and agreement with respect to the subject matter hereof, and, with the exception of the Conservation Easement, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written.

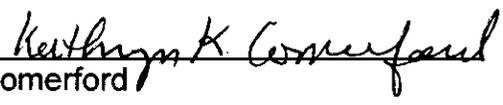
10. **Amendment**. This Agreement may be amended only by an agreement, in writing, executed by the Township and all persons who are then the owners of the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTORS:



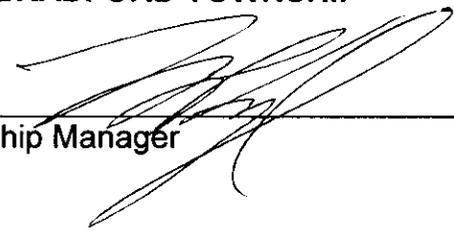
Patrick J. Comerford



Kathryn K. Comerford

GRANTEE:

EAST BRADFORD TOWNSHIP

By: 

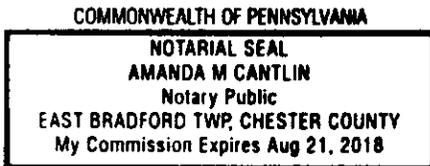
Township Manager



COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 4 day of November, 2015, before me the undersigned, a notary public for the Commonwealth of Pennsylvania, residing in the County of Chester, personally appeared Patrick J. and Kathryn K. Comerford, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and he acknowledged that they executed same for the purposes therein contained.

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





Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 3 day of November, 2015, before me the undersigned, a notary public for the Commonwealth of Pennsylvania, residing in the County of Chester, personally appeared Michael P. Lynch, who acknowledged himself to be the Township Manager of EAST BRADFORD TOWNSHIP, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer.

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



Notary Public

LAST REVISED: September 15, 2015

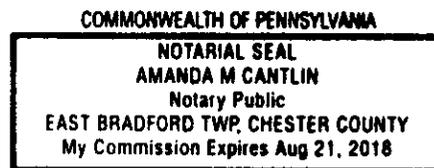


EXHIBIT "A"

Legal Description of Entire Property

Unofficial Copy





COMMONWEALTH ENGINEERS, INC.

114 East Lancaster Avenue ~ Second Floor ~ Downingtown, PA 19335
Telephone: (610) 518-9003 ~ Fax: (610) 518-9004 ~ comeng@cei-1.com

Project #201167
The Comerford Tract
Gross Lot Area
Plan Date: November 4, 2013
Last Revised: August 5, 2015

LEGAL DESCRIPTION

ALL THAT CERTAIN land situate in East Bradford Township, County of Chester, Commonwealth of Pennsylvania, being shown as the Gross Lot Area on a Title Plan, Final Subdivision Plan for The Comerford Tract, dated November 4, 2013, last revised August 5, 2015, prepared by Commonwealth Engineers, Inc., Downingtown, PA, and being more fully described as follows:

BEGINNING at a limestone found at the northwestern corner of the Comerford Tract Subdivision, thence North 88°07'06" West for a distance of 67.06 feet to a point in Sunset Hollow Road (T-445), thence in and along Sunset Hollow Road the following four (4) courses and distances;

1. North 76°21'40" East, a distance of 63.61 feet to a point;
2. North 70°35'40" East, a distance of 509.83 feet to a point;
3. South 86°48'20" East, a distance of 469.66 feet to a point;
4. South 78°35'00" East, a distance of 160.41 feet to a point;

Thence leaving said road and by lands N/L John Ives McCrea and Margaret Timothy, the following two courses and distances;

1. South 11°23'40" West, a distance of 167.11 feet to a 1" pipe found;
2. South 86°48'37" East, a distance of 922.55 feet to a point;

Thence along the lands of N/L Alan M. & Mary E. Pomeroy, N/L Benjamin H. Bayliss and N/L Stanley T. III & Janice N. Haller South 31°08'39" East, a distance of 864.63 feet to a ¾" pipe found;

Thence along lands of N/L Haller & N/L Victor E. & Anita G. Mello, South 81°10'21" West, a distance of 473.77 feet to a point;

Thence South 08°49'39" East, a distance of 761.65 feet to a point on the North edge of a proposed private right-of-way referred to as fifty (50') foot wide lane in Deed Book 6959, Page 1308, Tract "C";

Thence along said right-of-way and along lands of N/L Mello, N/L Kurt W. and Kathleen Hoffman, and N/L Larry R. and Marcia S. Taylor, North 79°42'38" East, a distance of 790.43 feet to a point in Copeland School Road (SR 3065);

Thence in and along Copeland School Road (SR-3065) South 22°50'40" East, a distance of 33.41 feet to a point;

Thence South 08°02'32" East, a distance of 67.14 feet to a point on the West side of Copeland School Road (SR 3065);

Thence, leaving said road and partly along the South edge of said private right-of-way and along lands N/L Peter A. and Priscilla P. Latta, the following seven (7) courses and distances.



Project #201167
The Comerford Tract
Gross Lot Area

Plan Date: November 4, 2013

Last Revised: August 5, 2015

Page 2

1. North 63°29'31" West, a distance of 72.52 feet to a 1" pinch pipe found;
2. South 80°09'37" West, a distance of 1053.86 feet to a point;
3. South 68°33'50" West, a distance of 311.74 feet to a point;
4. South 25°56'00" West, a distance of 310.06 feet to an axel found;
5. South 01°47'10" West, a distance of 98.11 feet to a point;
6. South 88°24'40" West, a distance of 237.86 feet to a 1" pipe found;
7. South 20°48'45" West, a distance of 251.80 feet to a point in Connor Road (SR 3063);

Thence along Connor Road, the following four (4) courses and distances:

1. North 76°56'58" West, a distance of 409.60 feet to a point;
2. North 76°28'09" West, a distance of 70.20 feet to a point;
3. North 50°22'51" East, a distance of 6.35 feet to a point;
4. North 67°57'09" West, a distance of 293.68 feet to a point;

Thence leaving said Connor Road (SR 3063) and along lands N/L Joseph P. & Cynthia A. Bacon North 22°02'51" East, a distance of 720.88 feet to a 1" pipe found;

Thence along lands N/L Paul R. & Jeryldene A. Weldon, the following four (4) courses and distances:

1. South 76°12'10" East, a distance of 196.16 feet to an axel found;
2. North 00°06'06" West, a distance of 1016.13 feet to a 1 1/4" pipe found;
3. North 84°03'56" West, a distance of 540.42 feet to a limestone found;
4. North 20°30'00" West, a distance of 610.49 feet to the Point of BEGINNING.

CONTAINING 82.164 ACRES, more or less.



EXHIBIT "B"

Legal Description of Easement

Unofficial Copy





COMMONWEALTH ENGINEERS, INC.

114 East Lancaster Avenue ~ Second Floor ~ Downingtown, PA 19335
Telephone: (610) 518-9003 ~ Fax: (610) 518-9004 ~ comeng@cei-1.com

Project #201167
The Comerford Tract
20' Wide Trail Easement
Plan Date: November 4, 2013
Last Revised: August 5, 2015

LEGAL DESCRIPTION

ALL THAT CERTAIN land situate in East Bradford Township, County of Chester, Commonwealth of Pennsylvania, being shown as a Proposed 20' Wide Trail Easement on a Title Plan, Final Subdivision Plan for The Comerford Tract, dated November 4, 2013, last revised August 5, 2015, prepared by Commonwealth Engineers, Inc., Downingtown, PA, and being more fully described as follows:

BEGINNING at a point on the Southern Right-of-Way of Sunset Hollow Road (T-445), said point being located South 20°30'00" East a distance of 5.94 feet and North 70°03'26" East a distance of 21.25 feet from a limestone found, thence along the right-of-way of Sunset Hollow Road, North 70°03'26" East, a distance of 31.64 feet to a point; thence leaving said right-of-way and through proposed Lot 2, Lot 1 and Lot 4 of said Plan, the following Courses & Distances:

1. North 84°53'22" East, a distance of 103.93 feet to a point;
2. North 70°26'23" East, a distance of 310.91 feet to a point;
3. North 86°08'25" East, a distance of 194.01 feet to a point;
4. South 79°20'01" East, a distance of 269.50 feet to a point, the beginning of a curve tangent to said line;
5. on a curve to the Right, an arc distance of 94.81 feet, a radius of 35.00 feet and a central angle of 155°12'02" to a point;
6. South 75°52'01" West tangent to said curve, a distance of 94.70 feet to a point;
7. South 64°15'37" West, a distance of 357.22 feet to a point;
8. South 53°26'47" West, a distance of 257.55 feet to a point;
9. South 25°07'19" West, a distance of 96.44 feet to a point;
10. South 11°54'40" East, a distance of 54.65 feet to a point;
11. South 51°13'15" East, a distance of 62.70 feet to a point;
12. South 68°17'35" East, a distance of 141.19 feet to a point;
13. South 86°08'21" East, a distance of 136.50 feet to a point;
14. South 87°46'49" East, a distance of 161.80 feet to a point;



Legal Description
Project #201167
The Comerford Tract
20' Wide Trail Easement
Plan Date: November 4, 2013
Last Revised: August 5, 2015
Page 2

15. South 42°39'21" East, a distance of 51.24 feet to a point;
16. South 00°06'06" East, a distance of 195.00 feet to a point;
17. South 40°25'34" East, a distance of 65.49 feet to a point;
18. South 49°34'28" West, a distance of 55.59 feet to a point;
19. South 00°06'06" East, a distance of 792.04 feet to a point;
20. North 76°12'10" West, a distance of 204.40 feet to a point;
21. South 22°02'51" West, a distance of 676.76 feet, to a point on the North Right-of-Way of Connor Road (SR 3063);
22. along said Right-of-Way North 66°32'09" West, a distance of 20.01 feet to a point;
23. leaving said Right-of-Way North 22°02'51" East, a distance of 693.57 feet to a pipe found;
24. South 76°12'10" East, a distance of 196.16 feet to an axel found;
25. North 00°06'06" West, a distance of 775.75 feet to a point;
26. North 49°34'28" East, a distance of 44.85 feet to a point;
27. North 40°25'34" West, a distance of 52.84 feet to a point;
28. North 00°06'06" West, a distance of 194.56 feet to a point;
29. North 42°39'21" West, a distance of 35.14 feet to a point;
30. North 87°46'49" West, a distance of 153.78 feet to a point;
31. North 86°08'21" West, a distance of 139.93 feet to a point;
32. North 68°17'35" West, a distance of 147.34 feet to a point;
33. North 51°13'15" West, a distance of 72.85 feet to a point;
34. North 11°54'40" West, a distance of 68.49 feet to a point;
35. North 25°07'19" East, a distance of 108.18 feet to a point;
36. North 53°26'47" East, a distance of 264.49 feet to a point;
37. North 64°15'37" East, a distance of 361.15 feet to a point;



Legal Description
Project #201167
The Comerford Tract
20' Wide Trail Easement
Plan Date: November 4, 2013
Last Revised: August 5, 2015
Page 3

38. North 75°52'01" East, a distance of 96.74 feet to the beginning of a curve tangent to said line;
39. On a curve to the Left, an arc distance of 40.63 feet, a radius of 15.00 feet and a central angle of 155°12'02" to a point;
40. North 79°20'01" West tangent to said curve, a distance of 266.96 feet to a point;
41. South 86°08'25" West, a distance of 188.71 feet to a point;
42. South 70°26'23" West, a distance of 310.69 feet to a point;
43. South 84°53'22" West, a distance of 121.23 feet to a point;
44. North 58°09'03" West, a distance of 19.79 feet to the point and place of **BEGINNING**.

CONTAINING 2.005 ACRES, more or less.

11442434 B: 9215 P: 2055 ESA
11/12/2015 01:07 PM Page 12 of 12
MANITO

