

Prepared by and return to:

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**UPI Nos. 25-7-45
25-7-42**

TRANSFER OF DEVELOPMENT RIGHTS (TDR)
DECLARATION AND RESTRICTIVE COVENANT AGREEMENT

THIS TRANSFER OF DEVELOPMENT RIGHTS (TDR) AND DECLARATION AND RESTRICTIVE COVENANT AGREEMENT (hereinafter "Agreement") is made this ____ day of _____, 2025 by and between **James V. Hanna and Caryl A. Hanna**, (hereinafter "Grantors") and the **Board of Supervisors of West Vincent Township**, Chester County, Pennsylvania, 729 St. Matthews Road, Chester Springs, PA 19425 (hereafter "Township").

RECITALS

The Pennsylvania Municipalities Planning Code (MPC), 53 P.S. Section 10101, *et. seq.* defines "Transferable Development Rights" as, "the attaching of development rights to specified lands which are desired by a municipality to be kept undeveloped, but permitting those rights to be transferred from those lands so that the development potential which they represent may occur on other lands within the municipality where more intensive development is deemed by the municipality to be appropriate". The MPC enables municipalities to enact an ordinance to allow the transfer of such development rights (hereinafter, sometimes referred to as "Development Rights or "TDRs") within the municipality for the purpose of preserving open space, agricultural lands, and resources, and managing growth.

Section 309-199 West Vincent Township Code of Ordinances (the "Zoning Ordinance") recognizes the right of an owner of property in West Vincent Township, under certain circumstances, to transfer a specified number of Development Rights, provided that such a transfer is made in conjunction with a restrictive covenant agreement limiting the future development of the property as contemplated in the Zoning Ordinance and as specifically set forth in the restrictive covenant agreement which will be placed of record.

Grantors are the owners in fee simple of two parcels of real property consisting of 9 acres and 4.5 acres identified as Chester County Parcel Nos. 25-7-45 and 25-7-42 located at 1152 Hollow Road in West Vincent Township, Chester County, Pennsylvania (hereinafter the "Property").

The Property is more particularly described in **Exhibit "A"** attached hereto. The Property currently contains three (3), transferable development rights, as defined in Section 390-198 of the Zoning Ordinance. Grantors now intend to transfer via sale, three (3), Development Rights identified as TDR Nos. _____ to West Vincent Township. In furtherance thereof, Grantors have entered into an agreement of sale for three (3) TDRs, pursuant to the terms of which the Township shall acquire title to the TDRs.

Considering the Property's size, topographical characteristics, and location, limiting the Property's future development confers a substantial public benefit and is consistent with the goals and purposes set forth in the Article XXVI of the Zoning Ordinance governing Transfer Development Rights, as well as, in the applicable provisions of the Pennsylvania Municipalities Planning Code. Accordingly, the parties hereto intend by this instrument to recognize the sale of transferable development rights to the Township under its agreement of sale with Grantors and to impose on the Property restrictions on its future development.

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

1. Recitals. The foregoing recitals are incorporated in the body of this Agreement as being true and accurate in all material respects.

2. Development. The term "Development", as used in this Agreement, shall be taken as meaning the construction and occupancy of a separate residential home or other structure as permitted by the Zoning Ordinance, together with accessory buildings and structures as allowed by the Zoning Ordinance generally, which includes access driveways, sanitary septic systems, wells, agricultural structures, such as barns, stables, sheds and fences. There are a total of 13.5 (+/-) acres within the Property, and prior to the execution of this Agreement, a total of three (3) Development Rights, existed on the Property as determined by the Township Engineer.

3. Development Rights.

a. By Deed dated _____ and recorded at Chester County Recorder of Deeds Book No. _____, Page _____, Grantors have conveyed three (3) Development Rights, designated TDR Nos. _____, to the Township. From this day forward, the Property retains Zero (0) Development Right that may be transferred subject to the requirements of the Zoning Ordinance.

b. The Property is presently comprised of two (2) separate parcels (with the parcel numbers as set forth hereinabove).

4. Additional Covenants and Restrictions. By execution of this agreement, Grantors, their heirs, successors, and assigns, agree to the following covenants and restrictions, with respect to the Property, in addition to those set forth elsewhere in this Agreement:

a. The Property, as defined hereinabove, shall be permanently restricted from future development of non-agricultural uses, except for uses expressly permitted by this Agreement and Greenway Uses as hereinafter defined.

b. Grantors designate the Township as a beneficiary and any future owners of all or any portion of the Property shall have separate and independent enforcement rights with respect to the covenants of this Agreement.

5. Representations and Warranties. Grantors hereby represent and warrant that they are the owners in fee simple of the Property, and there is no title condition or agreement which affects the Property or to which Grantors are a party that would prevent Grantors from entering or carrying out the terms of this Agreement.

6. Zoning Classification of Property and Applicability of General Township Ordinances. The parties hereto acknowledge that the present zoning classification of the Property is R-3. Nothing contained in this Agreement shall be taken as relieving the owner or owners of the Property from compliance with the generally applicable provisions of the Township's Zoning Ordinance, Subdivision Ordinance, and Building Code as they may pertain to any structures that are permitted on the property. The parties acknowledge that any future changes in the zoning for the Property shall not result in either an increase or a decrease of the development right associated with the Property. This Agreement permanently establishes the development rights which have been transferred from the Property. This Agreement is a permanent restriction upon the Property from future development except in accordance with the specific number of retained development rights set forth herein or as otherwise provided for in this Agreement.

7. Exclusive Statement of Covenants and Restrictions. The Township acknowledges that the Property is designated as "greenway lands". As greenway lands, Grantors' use of the Property is limited to those uses as more particularly described in Section 390-122 of the Zoning Ordinance, a copy of which is attached hereto as **Exhibit "B"**, or as otherwise expressly permitted herein. It is expressly understood and agreed that the Property shall be considered restricted property, and accordingly, cannot be utilized as open space or acreage for the purposes of achieving density or calculating Adjusted Tract Acreage under the West Vincent Township Zoning Ordinance in conjunction with any development of the Property or any other property.

8. Right to Continue Existing Use of Property. The Township expressly acknowledges and agrees that nothing in this Agreement is intended to, nor shall it, prohibit or prevent the use of the Property, or any portion thereof: as it existed, including but not limited to, the use of a dwelling unit thereon as a residence or home regardless of whether the use as a residence or home is in support of any agricultural or horticultural operation.

9. Rights of Public. Nothing herein shall constitute a dedication of the Property to or for the benefit of the public or grant to any person or persons or organization any right of use of the Property or any part hereof.

10. Enforcement. This Declaration and the restrictions and covenants herein are enforceable by the Township.

11. Recordation. This Declaration shall be recorded in the office of the Recorder of Deeds in and for Chester County, Pennsylvania.

12. Miscellaneous Provisions.

a. Severability. If any provision of this Declaration or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected by the invalid provision.

b. Amendment. This Declaration may not be amended, terminated or in any way modified by the owners of the Property without the express written approval of the Board of Supervisors of the Township and the Foundation.

c. Controlling Law. The interpretation and performance of this Declaration shall be governed by the Laws of the Commonwealth of Pennsylvania.

d. Captions. The captions in this Declaration have been inserted solely for convenience of reference and are not a part of this Declaration and shall have no effect upon construction or interpretation.

e. Counterparts. This Declaration may be executed by one or more counterparts, and by different parties and different counterparts, all of which taken together shall be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above hereunto.

WITNESS:

Attest:

GRANTORS:

James V. Hanna

Caryl A. Hanna

**BOARD OF SUPERVISORS
WEST VINCENT TOWNSHIP**

Dana Alan, Chair

Bernie Couris, Vice Chair

Charlene Briggs, Member

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF :

On this _____ day of _____, 2025, before me, the undersigned, personally appeared **James V. Hanna and Caryl A. Hanna**, known to me (or satisfactorily proven) to be the individuals whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF :

On this _____ day of _____, 2025, before me, the undersigned, personally appeared _____, known to me (or satisfactorily proven) to be _____ (title) of the Township of West Vincent and acknowledged that _____ executed the same for the purposes therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF :

On this _____ day of _____, 2025, before me, the undersigned, personally appeared _____, known to me (or satisfactorily proven) to be _____ (title) of the Township of West Vincent and acknowledged that ____ executed the same for the purposes therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF :

On this _____ day of _____, 2025, before me, the undersigned, personally appeared _____, known to me (or satisfactorily proven) to be _____ (title) of the Township of West Vincent and acknowledged that ____ executed the same for the purposes therein contained.

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

Notary Public