

Prepared by/Return to:

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UPI Nos. 47-4-75, 47-4-76.1

### **DECLARATION OF EASEMENT FOR SEPTIC SYSTEM**

This Declaration of Easement for Septic System (the "Declaration") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by **ANNETTE PRATTE**, an adult individual with an address of 821 Kodak Drive, Los Angeles, California 90026 (hereinafter referred to as "Declarant").

#### **BACKGROUND:**

Declarant is the owner of a 0.6421 acre parcel of real property situate on the west side of Route 82 in East Fallowfield Township, Chester County, Pennsylvania, which parcel is more particularly identified as Chester County Tax Parcel No. 47-4-75 ("Parcel 75").

Declarant is the owner of a 0.4078 acre parcel of real property situate on the west side of Route 82 in East Fallowfield Township, Chester County, Pennsylvania, which parcel is more particularly identified as Chester County Tax Parcel No. 47-4-76.1 ("Parcel 76.1").

Declarant intends to record a Deed of Consolidation to merge Parcel 75 and Parcel 76.1.

Parcel 75 is improved with a single family dwelling which has a failing septic system.

Declarant is in the process of obtaining an on-lot septic permit from the Chester County Health Department ("CCHD") to replace the existing septic system on Parcel 75 and install a new on-lot septic system (the "System"). The specific location for the system is depicted on the Plot Plan which Declarant has submitted to the CCHD for the issuance of an on-lot septic permit, which is attached hereto, incorporated herein by reference and marked Exhibit "A".

As a condition of issuing an on-lot septic permit (the "Permit"), it is necessary for Declarant to establish a perpetual blanket easement across Parcel 76.1 in order to install, operate, maintain, repair and replace the System.

NOW, THEREFORE, Declarant, by this Declaration, hereby declares, imposes and subjects Parcel 76.1 and all future owners of Parcel 76.1 to the following covenants, restrictions, obligations, and easement:

1. **Easement for Installation of Septic System on Parcel 76.1.** Declarant, on behalf of herself and her heirs, personal representatives, successors and assigns in title to Parcel 76.1, declares that Parcel 76.1 shall be under and subject to a perpetual blanket easement for the installation, operation, maintenance, repair and replacement of the System which will service the dwelling on Parcel 75.

2. **Installation of the System.** The System shall be designed and installed by Declarant and her heirs, personal representatives, successors and assigns in title to Parcel 75 in accordance with all requirements and regulations of the Commonwealth of Pennsylvania, Department of Environmental Protection ("PaDEP"), the CCHD and the Township Code. The installation of the System shall be completed in a good and workmanlike manner in accordance with the Plot Plan and Permit.

3. **Maintenance and Repair of Septic System.** Declarant, and her heirs, personal representatives, successors and assigns in title to Parcel 75 shall be responsible for the perpetual maintenance and repair of the System installed on Parcel 76.1. "Maintenance and repair" shall include periodic clearing of the System as necessary to assure the proper functioning of the System in accordance with its design, specifications and purpose and in accordance with all applicable regulations, laws and statutes of PaDEP, CCHD, the Township and any other governmental agency having jurisdiction.

In the event that Declarant or her heirs, personal representatives, successors and assigns in title to Parcel 75 for any reason fails or refuses to make such repairs or replacements to the System, or to adequately maintain the System, the owner of Parcel 76.1 shall have the power and authority, but not the responsibility or obligation, to undertake and complete such repairs, replacements or maintenance as it shall determine necessary. In such event, the owner of Parcel 76.1 shall promptly bill the owner of Parcel 75 for the costs thereof.

4. **Indemnification.** Declarant, for herself and her heirs, personal representatives, successors and assigns in title to Parcel 75, shall and does hereby release, indemnify, protect, and save harmless, the owner of Parcel 76.1 from and against any and all claims, demands, or actions for any loss, injury, or damage to Parcel 76.1 arising out of, resulting from, or connected with the construction, installation, operation or maintenance of the System.

5. **Heirs and Assigns; Covenants Running with the Land.** The easement and rights and obligations granted and provided for herein are covenants running with the land and Parcels 75 and 76.1.

6. **Recording.** This Declaration shall be recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania upon its complete execution by all parties hereto.

7. **Governing Law.** This Declaration shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

8. **Severability.** Should any paragraph, term or provision of this Declaration hereafter be declared to be invalid or unenforceable for any reason, such declaration shall not affect or impair the validity or enforceability of the remainder of this Declaration, it being the intention of the parties hereto that this Declaration would have been made and entered into had not such illegal or invalid provision been incorporated herein.

9. **Headings.** The headings contained in this Declaration are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

10. **Amendments.** Neither this Declaration nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the then owner of the Property and the Township and then only to the extent set forth in such instrument.

11. **Entire Agreement.** This Declaration embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein and all prior and contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Declaration.

**IN WITNESSETH WHEREOF,** and intending to be legally bound hereby, Declarant has executed this Declaration as of the date and year first written above.

Witness:

**DECLARANT:**

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Annette Pratte

