

**AGREEMENT TO TRANSFER
OWNERSHIP OF CHESTER COUNTY BRIDGE #236
FROM COUNTY OF CHESTER, PENNSYLVANIA
TO KENNETT TOWNSHIP, PENNSYLVANIA**

2015 OCT 30 AM 10:19

THIS AGREEMENT ("Agreement") is made this 29 day of October, 2015, by the COUNTY OF CHESTER, a County of the Third Class, of the Commonwealth of Pennsylvania ("Chester County"), with an address of 313 West Market Street, West Chester, Pennsylvania 19380 and KENNETT TOWNSHIP, a Township of the Second Class, of the Commonwealth of Pennsylvania ("Kennett Township"), with an address of 801 Burrows Run Road, Chadds Ford, Pennsylvania 19317.

- A. **WHEREAS:** Chester County owns the bridge structure known as Chandler Mill Bridge and further designated as County Bridge #236 located in Kennett Township, Chester County, Pennsylvania, situate on Chandler Mill Road over the West Branch of Red Clay Creek as more particularly described in Exhibit 1 ("Bridge Description") attached hereto and made a part hereof; and
- B. **WHEREAS:** Upon the filing of Petitions to the Chester County Court of Quarter Sessions by Kennett Township and certain Township residents on or about April 23, 1910, the Chester County Court ordered on October 31, 1910, that a bridge should be erected by the County, at its sole expense, as a County Bridge which was subsequently completed and upon inspection was approved for public use on May 9, 1911. (See Exhibit 2; Road Docket M 1889-1914 p. 501); and
- C. **WHEREAS:** The County has owned, maintained, and repaired this Bridge since that date; and
- D. **WHEREAS:** The County has, since 2005, been involved as a party with both the Pennsylvania Department of Transportation (PennDOT) and the Federal Highway Administration (FHWA) in designing and financing the replacement of the Chandler Mill Bridge; and
- E. **WHEREAS:** The County and Township have subsequently agreed that the County will transfer ownership of the Chandler Mill Bridge from Chester County to Kennett Township, each municipal entity acting through its proper officials, memorializing that intent in separately promulgated and enacted Resolutions. (See Exhibit 3; "Resolutions").

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

1. **Sale of the Bridge Structure**

Chester County hereby agrees to sell and convey to Kennett Township the bridge structure known as Chandler Mill Bridge (designated and recorded as County Bridge # 236, as more fully described in Exhibit 1) and the Township agrees to purchase same for the consideration of One Dollar (\$1.00) receipt of which is hereby confirmed.

2. **Condition of the Bridge**

It is understood that the Buyer, Kennett Township, is familiar with the present condition of the Bridge, has inspected it, or has had the opportunity to inspect it, and hereby accepts the Bridge in its current condition, which includes all structural, geometric, mechanical and environmental conditions and agrees to purchase the Bridge in its "as is and where is" condition as of the date of this Agreement.

3. **Assumption of Maintenance and Repair Obligations**

Upon the conveyance of the Chandler Mill Bridge, the Township agrees to be responsible for any and all maintenance, repair, improvements and reconstruction if subsequently required and ordered by any Federal, State or local regulating agencies.

4. **Return of Signage\Equipment**

The Chandler Mill Bridge is currently detoured and closed to vehicular traffic and, as such, the County has erected certain signs, flashers and related equipment on or adjacent to the Bridge and the affected local and State roadways in accordance with the approved detour (See Exhibit 4). Kennett Township is granted the permission from the County to use the signs, flashers, and related equipment to maintain the Bridge closure for a period not to exceed six (6) months of the date of this Agreement. As a condition of the Township's use, the Township shall be responsible for maintaining the signs, flashers and related equipment in good, safe, and operable condition and in compliance with the approved detour and shall be liable for same to the extent and as a part of its indemnification set forth below. The County shall be permitted by the Township to remove and reclaim these items upon 72 hours written notification by the Township.

5. **Indemnification**

Kennett Township, through its Board of Supervisors, upon conveyance and its acceptance and ownership of the Chandler Mill Bridge, hereby agrees to remise,

unconditionally release and forever discharge the County of Chester and its officers, employees and officials from any liability whatsoever concerning or affecting the Chandler Mill Bridge and agrees to indemnify, defend and save the County of Chester harmless from any claims that accrue or result from any action(s), proceeding(s) or lawsuit(s) of any nature whatsoever concerning or affecting the Chandler Mill Bridge (Bridge #236).

6. **Notices**

(a) All notices to be given by either party to the other hereunder shall be in writing and shall be delivered in person or given by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the following parties, or at such other address as the parties in question may specify in a written notice to the Party giving notice:

To County: County of Chester
Attention: Commissioners
313 West Market Street, Suite 6202
West Chester, PA 19382

To Township: Kennett Township
Attention: Lisa Moore
801 Burrows Run Road
Chadds Ford, PA 19317

(b) All notices to be given by either party to the other hereunder shall be effective upon receipt.

(c) The return receipt signed by any employee of the party to whom such notice is addressed shall be conclusive evidence of the delivery of such notice to such party.

7. **Governing Law**

This Agreement shall be governed by and interpreted and construed under the laws of the Commonwealth of Pennsylvania, and all rights and remedies of the parties hereto are governed by said laws. Any provision hereof which may prove to be unenforceable shall not affect the validity of any other provision of this Agreement.

8. **Headings**

The Section headings incorporated in this Agreement are for convenience or reference only and are not a part of this Agreement and do not in any way limit or add to the terms and provisions hereof.

9. **Entire Agreement**

This Agreement, and all attachments or exhibits, is and constitutes the entire Agreement between the parties and fully and completely sets out all the understandings of the parties. All understandings and Agreements heretofore existing between the parties, whether oral or written and whether enforceable or unenforceable, are incorporated and merged into this Agreement, and there are no terms, obligations, covenants, warranties, representations, statements or conditions, oral or otherwise, of any kind whatsoever relating to the subject matter of this Agreement which are not incorporated herein.

10. **Agreement Binding**

This Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement and have caused their corporate seals to be hereunto affixed as of the day and year first above written.

WITNESS:

Janeen Swab
Chief Clerk

WITNESS:

Lisa M. Moad

BY: Kevin Faull
Commissioner

DATE: 10.29.15

COUNTY OF CHESTER

BY: [Signature]
Chairman

DATE: 10.29.15

KENNETT TOWNSHIP

BY: [Signature]
Chairman

DATE: October 7, 2015

BY: Michelle Kildine
Commissioner

DATE: 10.29.15

The Chandler Mill Road Bridge, aka Chester County Bridge #236 and PennDOT BMS#15 7015 0408 0236, is a single span through plate girder bridge located on Chandler Mill Road, T-408, over the West Branch of Red Clay Creek in Kennett Township at latitude 39°48'40.9"N (39.811364) and longitude 75°42'48.4"W (-75.713439). The fracture critical bridge spans approximately 45' center to center of bearings and has a curb to curb width of approximately 16'. The superstructure is comprised of two built up steel girders and eleven floorbeams. The deck is a reinforced concrete deck with a bituminous overlay. The substructure is comprised of rubble stone masonry stemwalls with flared wingwalls at each of the four corners to the bridge. The legal right of way on T-408 is 33 feet based on the Act of May 1, 1933, P.L. 103 Section 1105, as amended. The bridge is fully contained within the existing legal right of way.

And now, to wit, October 31st A.D. 1910, the Jury of view appointed by this Court having made report that there is public necessity for the erection of the bridge above mentioned; that the erection thereof will require more expense than the said Township of London town should reasonably bear, and recommending the erection of said bridge as a County Bridge; and it further appearing to this Court that the Grand Jury and County Commissioners of the County have duly and regularly concurred in the said report, and approved the findings thereof; and it further appearing to this Court that the erection of said bridge at the location reported, is necessary, and that the erection thereof would require more expense than the said Township could reasonably bear, the said report of the Jury of view, as approved and concurred in by the Grand Jury and the County Commissioners, is hereby approved, and concurred in by this Court; and it is hereby further ordered that the said Bridge shall be entered of record as a County Bridge.

By the Court:

Joe. Stumpfill P.J.
Wm. Butler Jr. Clk. L.J.

Kennett Township } Report of Jury of view of a County Bridge.

To the Honorable, the Judges of the Court of Quarter Sessions of the Peace of Chester County.

We, the undersigned, appointed by the Court to view the place proposed for the bridge in the within order mentioned, Respectfully Report

That having first been severally duly affirmed we all viewed the place proposed for said bridge, and agree that there is occasion for a bridge at the point designated in the order, viz: Over the West Branch of Rebel Clay Creek, near what was known as Chandler's Mill, in the Township of Kennett, where said Creek is crossed by a Public Road leading from Kennett Square to Westessin, Delaware; that the Township Bridge now there should be replaced by a new bridge, and that the erecting of such bridge would require more expense than it would be reasonable the said Township of Kennett should bear. And we further report that we examined the route of the road crossing the Creek over which the said bridge is prayed for, and are of opinion that no advantage would result from any change or variation of the bed of the road, that no damage to the land of any one will arise from the building of said bridge, that no damages were asked for said work, and that a release of all claims for damages is annexed hereto.

Witness our hands June 6th. 1910.

Aug. 29th. 1910.

Filed and Confirmed Here,
by the Court.

Henry L. Bennett
Harvey Darlington
Sellers Hoffman
viewers.

The petition of the Commissioners of the County
of Chester.

Respectfully Represents:-

That, after proceedings had in this Court, according to law, a Bridge over the West Branch of Red Clay Creek at Chandler's Mill in the Township of Kennett, where it crosses the said creek on a Public Road leading from Kennett Square to Hookstown, was entered of record as a County Bridge, and the petitioners, Commissioners as aforesaid, having procured an estimate of the cost thereof, entered into a contract with George Dole to erect said Bridge for the sum of \$2709.⁰⁰ and that the said Bridge is now complete.

The Commissioners, therefore, pray the Court to appoint three persons to inspect said Bridge, and make report to this Court.

And they will, &c.

Swithin Shortlidge
Dobson Cromleigh
J. S. Andrews
Commissioners

August 29th. 1910. The Grand Jury, Concur, in the above report of the Jury of Viewers.

John H. Voorhees.
Foreman

September 7-1910.

The Court concurs.

Jos. Hemphill P. J.

May 9th. 1911.

We the undersigned, appointed by the Court of Quarter Sessions as a Jury to inspect a new Bridge over Red Clay Creek in Kennett Township, Chester Co. Pa. beg leave to submit this our Report. We met at the site of the new Bridge on Tuesday, May 9th, at 10 A.M. and inspected the bridge very carefully and found it erected as per plans and specifications and approve it for public use and recommend that the County Commissioners are justifiable in paying the Contractor, George Dole the full amount of Contract namely, \$2709.⁰⁰.

Henry L. Bennett
Harvey Darlington
Sellers Hoffman
Jury of Inspection

Road Docket

M

1889-1914

KENNETT TOWNSHIP,
CHESTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2015-8

A RESOLUTION OF THE BOARD OF SUPERVISORS OF KENNETT TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, LIMITING THE USE OF THE CHANDLER MILL BRIDGE TO PEDESTRIANS, PEDAL BICYCLES, AND EMERGENCY VEHICLES WEIGHING UP TO AND INCLUDING 20 TONS, AND DIRECTING THAT ALL ACTIONS REQUIRED TO RESTRICT THE CHANDLER MILL BRIDGE TO THOSE USES BE TAKEN

WHEREAS, the Chandler Mill Bridge is located at the threshold of the largest contiguous land conservation and historic preservation area in Kennett Township with over 500 acres of open space and fourteen historic sites identified including two national register sites; and

WHEREAS, over \$11 million in current dollars has been invested to date by the Commonwealth of Pennsylvania, Chester County, Kennett Township and private funders in surrounding open space, historic preservation, and trail creation; and

WHEREAS, the Chandler Mill Bridge is listed on the National Register of Historic Places; and

WHEREAS, the Kennett Township Historical Commission has designated the Chandler Mill Bridge as a contributing resource within the planned West Branch of the Red Clay Creek Historic District; and

WHEREAS, the Chandler Mill Bridge is an integral part of public Living History Hikes led by Architectural Historian, Jane E. Dorchester, which includes the bridge and the adjacent historic mill race, the Gregg House, remnants of Timbuktu and Freeman Villages with ties to the Underground Railroad; and

WHEREAS, the UAME Church, as owners of the nearby Bucktoe Cemetery, a living classroom educating local youth about the African American Soldiers who served their country during the Civil War, supports the pedestrian only option through their outreach and inclusion on the living history hike; and

WHEREAS, the Chandler Mill Bridge is part of the Chester County Planning Commission's recommended bikeway network and currently is a popular thoroughfare for cycling groups and recreational bikers; and

WHEREAS, the Chandler Mill Bridge is a key component in the western portion of Red Clay Greenway, a developing 10-12 mile trail corridor connecting the Borough of Kennett and other community assets to create a contiguous walking, jogging, biking and recreational thoroughfare for the benefit of Kennett residents and the surrounding communities; and

WHEREAS, the adaptive re-use of the historic Chandler Mill Bridge as a pedestrian-only bridge with emergency access will be the keystone of the Chandler Mill Nature Preserve and its attendant interpretive nature center with vital trail linkages to the Red Clay Greenway; and

WHEREAS, through the leadership of Kennett Township in collaboration with the Brokaw Family, the Mills Family, and other local land owners, It is anticipated that additional grants and easements shall be forthcoming to supplement the Chandler Mill Nature Preserve; and

WHEREAS, through the leadership of Kennett Township in collaboration with the Brokaw Family, the Mills Family and other local landowners, the Land Conservancy for Southern Chester County, the Chandler Mill Bridge Consortium, the Kennett Trails Alliance, the Kennett Trails and Sidewalk Committee, the UAME church, the Delaware Nature Society, the Wilmington Trails Club and various local environmental, education, recreation and historic groups, the bridge and the attendant Chandler Mill Nature Preserve with trails and Interpretive Center will flourish as a vital historic, bio diverse, educational, passive recreational asset for the benefit of Kennett residents and the surrounding community for generations to come; and

WHEREAS, the goal of preserving the historic bridge as a pedestrian-only thoroughfare with emergency vehicle access is to create a nature preserve to protect the valuable habitats and the flora and fauna in their natural state and to provide a haven for the public for nature study and observation and other passive recreational activities and

WHEREAS, on November 5, 2014, the Board of Supervisors of Kennett Township passed a motion authorizing the appropriate Township officers and officials to take all actions necessary to obtain fee ownership of the Chandler Mill Bridge, located in Kennett Township, from Chester County, with the intention of maintaining the Bridge's historic nature; and

WHEREAS, by Resolution #60-14 dated December 8, 2014, the Chester County Board of Commissioners expressed its intention to transfer fee ownership of the Chandler Mill Bridge (County Bridge #236) to Kennett Township; and

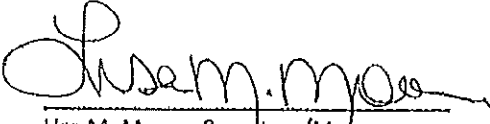
WHEREAS, the Board of Supervisors deems it to be in the best interests of the health, safety and general welfare of the residents of Kennett Township and the general public to limit the use of Chandler Mill Bridge to pedestrians, pedal bicycles, and emergency vehicles weighing up to and including 20 tons, in order to protect the historic nature of the Chandler Mill Bridge, to allow for the aforesaid preservation uses of the surrounding area, and to provide passage for emergency vehicles to serve residents living in proximity to the Chandler Mill Bridge;

NOW, THEREFORE, be it, and it is hereby **RESOLVED** by the Board of Supervisors of Kennett Township, Chester County, Pennsylvania, and it is hereby **ADOPTED** and **RESOLVED** by authority of same as follows:

- I. The Board of Supervisors of Kennett Township hereby limits the use of the Chandler Mill Bridge to pedestrians, pedal bicycles, and emergency vehicles weighing up to and including 20 tons.
- II. Upon obtaining fee ownership of the Chandler Mill Bridge, all Township officers and officials shall take all actions necessary to restrict the use of the Chandler Mill Bridge to the above-stated uses, including but not limited to, erection of appropriate signage and erection of break-away or removable bollards or other devices to prevent vehicular traffic from using the Bridge, but to allow qualifying emergency vehicles to pass.

RESOLVED and ADOPTED this 21st day of January, 2015.

ATTEST:




Lisa M. Moore, Secretary/Manager

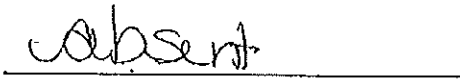
BOARD OF SUPERVISORS OF KENNETT
TOWNSHIP



Scudder G. Stevens, Chairman



Richard L. Leff, Vice-Chairman



Robert A. Hammaker, Member

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER
RESOLUTION NO. 60-14**

**RESOLUTION OF THE CHESTER COUNTY COMMISSIONERS
AUTHORIZING THE TRANSFER OF THE CHANDLER MILL BRIDGE FROM CHESTER
COUNTY TO KENNETT TOWNSHIP UPON TERMS AND CONDITIONS AS
SUBSEQUENTLY DETERMINED AND AGREED**

WHEREAS, this Resolution is enacted pursuant to the authority of the County Code as applied to Third Class Counties, specifically Section 509, which permits the Board of Commissioners to adopt Resolutions; and

WHEREAS, the Commissioners, pursuant to the authority provided under the County Code, specifically 16 P.S. 1701, 1801 and 2601 et seq., are vested with and otherwise are responsible for the management and administration of County fiscal affairs, are the sole contractors for the County and possess authority over the disposition of County bridges, viaducts and culverts located within the County; and

WHEREAS, the County currently owns and maintains a bridge known as the Chandler Mill Bridge, designated as County Bridge #236, located within Kennett Township, Pennsylvania and

WHEREAS, the County of Chester, (hereinafter County) is a Third Class County and Kennett Township, (hereinafter Township) is a Second Class Township, both entities deemed to constitute political subdivisions within the Commonwealth of Pennsylvania; and

WHEREAS, the County has heretofore been involved as a party, together with the Pennsylvania Department of Transportation(PennDOT) and the Federal Highway Administration(FHWA), in the proposed design, financing and construction of a replacement of the Chandler Mill Bridge; and

WHEREAS, during the course of this project, considerable input was received from the Township and the local community concerning the averred historical and aesthetic qualities of the bridge; and

WHEREAS, the Township has indicated that it is desirous of assuming in fee ownership and title to the bridge and has by date of November 5, 2014 passed a Motion in furtherance of accepting the transfer of title from the County to the Township; and

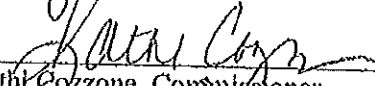
NOW THEREFORE, be it resolved that the Commissioners of the County of Chester hereby authorize its officers, administrators, the County Bridge Engineer, the Director of Facilities and the County Solicitor to take any and all necessary actions in order to effectuate the intent and purposes of this Resolution. This Resolution is to become effective immediately upon execution by the Chester County Commissioners and its attestation by the Chief Clerk.

DULY ORDERED AND ENACTED, by the Board of Commissioners of the County of Chester, Pennsylvania, in lawful session assembled this 8 day of December, 2014.

COUNTY OF CHESTER:



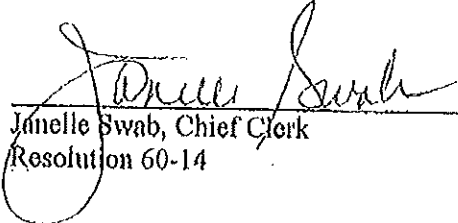
Ryan Costello, Chairman



Kathi Cozzone, Commissioner

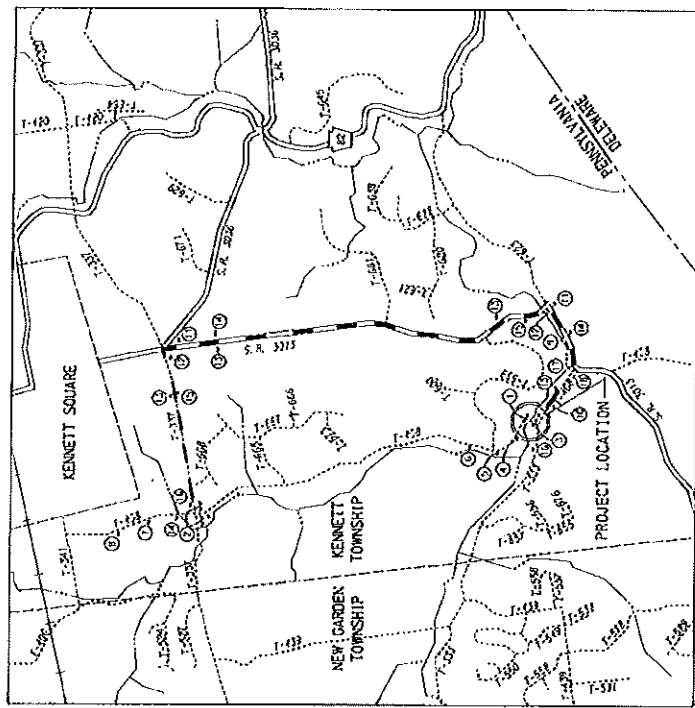


Terence Farrell, Commissioner



Janelle Swab, Chief Clerk
Resolution 60-14

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
4-0	CHESTER	1-408		2 OF 2
PROJECT	DATE	BY		



CHESHER COUNTY BRIDGE 236
DETOUR ROUTE

NOT TO SCALE
LEGEND
SIGN
TYPE 111 BARRICADE
DETOUR ROUTE



DETOUR SIGNING			
NO.	LEGEND	SERIES/ SIZE	QUANTITY
1		M4-9AL 30"x24"	1
2		M4-9L 30"x24"	2
3		M4-9R 30"x24"	2
4		M4-9L 30"x24"	4
5		M4-9SL 30"x24"	3
6		M4-9SR 30"x24"	2
7		M4-9L 24"x18"	2
8		M4-9SR 30"x24"	1
9		M4-9SL 30"x24"	1

MAINTENANCE AND PROTECTION OF TRAFFIC INCLUDED IN LUMP SUM ITEM 0901-0001 (FOR INFORMATION ONLY)			
DETOUR SIGNING			
NO.	LEGEND	SERIES/ SIZE	QUANTITY
1		R11-2 48"x30"	1
2		R11-2 48"x30" M4-9AL 30"x24"	2
3		R11-3 60"x20" M4-9L 30"x24"	1
4		W20-3 36"x36" M4-9L 30"x24"	1
5		W20-3 72"x36" M4-9L 30"x24"	1
6		W20-3 108"x36" M4-9L 30"x24"	1
7		W20-2 72"x36" M4-9L 30"x24"	1
8		W20-2 36"x36" M4-9L 30"x24"	1
9		M4-9AL 30"x24"	1

- NOTES:
1. TYPE 111 BARRICADE MUST EXTEND ACROSS ROADWAY FOR SIGNS 1 & 2.
2. SIGNS AND LOCATIONS ARE NOT TO SCALE.
3. REFER TO PUB. 2354 FOR SIGN DETAILS AND COLORS.
4. MAINTAIN ACCESS FOR PROPERTY OWNERS THROUGHOUT THE DURATION OF THE PROJECT.

TRAFFIC CONTROL PLAN