**EXHIBIT B**

**Memorandum of Understanding**

**LANDOWNER NAME Easement (UPI #00-0-00)**

We, the Brandywine Conservancy & Museum of Art (“Brandywine”), and the County of Chester, Pennsylvania (“County”), (collectively referred to as Grantees) agree as follows with regard to the administration, monitoring and enforcement of the deed of agricultural conservation easement (“conservation easement”) granted to us by LANDOWNER as described in the Funding Agreement of which this is a part of and incorporated therein.

**Approvals**. Under the terms of the above-referenced conservation easement, the authority to approve certain activities is granted to the Brandywine and the County. When notice is required to undertake certain permitted activities as provided in paragraphs 2, 3, 4, and 5 of the conservation easement, Grantor shall notify the County and the Brandywine in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The decision to approve or deny a request shall be made mutually by the Brandywine and the County, following consultation between the two organizations. Where approval of the Grantees is required, the Brandywine shall notify the County in writing within sixty (60) days of receipt of Grantor’s written request therefor. County approval shall be conferred upon Grantor pursuant to Brandywine’s determination and state law. Approval may be withheld only upon a reasonable determination by each that the action that was proposed would be inconsistent with the purpose of the Deed of Easement.

**Baseline Documentation Report.** The Brandywine created a baseline documentation report for the property to document the important conservation values protected by the easement and the relevant conditions of the property as necessary to monitor and enforce the easement at the time of the project’s closing. The Brandywine will be responsible for updating the report as needed.

**Monitoring**. The property will be monitored on an annual basis. The County will have primary responsibility for monitoring. The County or the Brandywine will contact the landowner via written notice at least ten (10) days prior to the date set for a monitoring site visit. The County will provide the Brandywine at least ten (10) days’ notice of the date set for the visit, and the Brandywine will accompany the County on the site visit. The inspection will be conducted between 8 a.m. and 5 p.m. on a weekday that is not a legal holiday or on a date and time agreed to by the County, the Brandywine, and the landowner. The County and the Brandywine will each be responsible for creating their own monitoring report. If the County does not conduct an annual monitoring visit, the Brandywine may contact the landowner via written notice and conduct an inspection. The County and the Brandywine may enter the property at any time upon reasonable cause to believe that violation of the easement is occurring, and should notify the other beforehand if possible, or immediately afterwards.

**Enforcement.** Grantees agree that violations of this conservation easement must be remedied so as to avoid damage to the conservation values protected by the easement. The County and the Brandywine will attempt to develop a coordinated response to violations. Methods to achieve resolution may include, but are not limited to, restoration, mediation or arbitration. Failing a satisfactory resolution, the County Board, the Brandywine, or both may pursue legal remedies in accordance with paragraph 11 of the conservation easement according to the procedures contained in the following paragraphs.

The County and the Brandywine shall consult with one another prior to taking any action regarding an apparent violation of the conservation easement, to determine a unified course of action. Failure to reach a unified position prior to possible mediation or legal action shall not constitute a violation of this conservation easement or this Memorandum and shall not be construed as bad faith or contrary to the purposes of either the conservation easement or this Memorandum.

Grantees acknowledge that funds have been set aside/allocated to enable the monitoring and enforcement of this conservation easement. If these funds are inadequate to pursue enforcement action, Grantees shall act cooperatively in good faith to raise funds from other sources as needed.

Any reimbursement of legal fees or award of damages or other proceeds as a result of successful enforcement action shall be returned proportionally to the Brandywine and to the County based on their contribution to the enforcement action’s legal costs. The County and/or the Brandywine, in their sole discretion, may apply such funds to the cost of undertaking corrective action on the property.

If Grantor prevails in an action to enforce the terms of the conservation easement, Grantor’s cost of suit, including attorney’s fees, shall be shared equally by the County and the Brandywine.

**Assignment**. If any Grantee contemplates assigning its interest in the above-referenced conservation easement, it will consult with the other Grantees before doing so.

**Amendment to Memorandum**. This Memorandum may be amended at any time by the agreement of Grantees. At three-year intervals following the signing of this Memorandum, the County and the Brandywine shall review the terms of the Memorandum and may jointly make amendments as needed. If one Grantee requests review within less than a three (3)-year interval period, the other shall comply within 60 days. Subsequent to this review, and amendment, if any, the Grantees shall sign the Memorandum, affirming the Memorandum's continued applicability. Failure to conduct this periodic review shall not constitute a breach of the terms of the Memorandum, nor render it invalid, and it shall nevertheless continue in force.

**Statement of Purpose**. Grantees agree that the purpose of this Memorandum is to facilitate efficient and effective cooperation between the parties in administering the conservation easement referenced above. In the event of a breach of the provisions of this Memorandum, any party may bring an action in equity in a court of competent jurisdiction to enforce the terms of this Memorandum. No violation of the terms of this Memorandum shall have any effect on the terms or the enforceability of the conservation easement.