

Prepared by:

*(Insert typed name, address, and telephone number of party of document preparer.)*

Return to:

*(Insert typed name, address, and telephone number of party to whom document should be returned.)*

## **AGREEMENT PROVIDING FOR GRANT OF CONSERVATION EASEMENT**

THIS AGREEMENT, made this \_\_\_ of \_\_\_\_\_, 20\_\_\_, by and between the Township of West Pennsboro, a Township of the Second Class, organized and existing under and pursuant to the Second Class Township Code and other statutes of the Commonwealth of Pennsylvania and the County of Cumberland, with a mailing address of, and a business address at, 2150 Newville Road, Carlisle, PA 17013-7746 (hereinafter referred to as the "Township");

AND

*Insert the typed name and address of the Grantor* (hereinafter referred to as "Grantor").

WHEREAS, the Grantor is the owner in fee of a tract of land containing approximately \_\_\_\_\_ acres located *Insert the physical address of the property that will be subject to the Conservation easement*, known as *Insert the parcel Identification Number* of the Cumberland County Tax Assessment Records, described in the attached legal description identified as EXHIBIT A and made a part hereof and as depicted on the attached plot plan or survey identified as EXHIBIT B and made a part hereof.

WHEREAS, a portion of the Property is located within and/or contains: (“√” check all that apply)

- |   |   |
|---|---|
| <input type="checkbox"/> Sensitive geologic conditions; | <input type="checkbox"/> Natural habitats and species of special concern; |
| <input type="checkbox"/> Wetlands;                      | <input type="checkbox"/> Special protection waters;                       |
| <input type="checkbox"/> Floodplains;                   | <input type="checkbox"/> Pennsylvania Highlands;                          |
| <input type="checkbox"/> Woodlands;                     | <input type="checkbox"/> Outstanding geologic features and/or caves;      |
| <input type="checkbox"/> Productive farmlands;          | <input type="checkbox"/> Historic sites;                                  |
| <input type="checkbox"/> Prime agricultural soils;      | <input type="checkbox"/> Areas of suspected archaeological significance;  |
| <input type="checkbox"/> Steep slopes;                  |   |

and is worthy of conservation in its natural state or as close as possible to its natural state.

In order to insure that this portion of the Property is preserved, Grantor hereby imposes a Conservation Easement upon that portion of the Property identified in this Agreement. The Grantor, their respective successors and assigns agree to maintain the Conservation Easement area as outlined in accordance with the terms of this Agreement. The Township, as grantee of the Conservation Easement, shall be given the authority to insure proper maintenance and protection of the preserved area.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approvals to develop the Property in accordance with the Plan from the Board of Supervisors of West Pennsboro, and the Grantor, for themselves and respective successors and assigns, covenant, declare and agree as follows:

1. Grantor grants and conveys to the Township a Conservation Easement upon, over and within that portion of the Property as described in Exhibit “A” (Legal Description of the Property subject to the Conservation Easement) and as shown on Exhibit “B” (the “Property

subject to the Conservation Easement”), both of which are attached hereto and made a part hereof, for the maintenance, preservation and conservation of those portions of the Property in their natural state.

2. The are of the property subject to the Conservation Easement shall be permanently maintained in its natural, agricultural or horticultural state. No permanent or temporary buildings or structures or vehicles, including but not limited to utility sheds, swimming pools, tennis courts, swings, sliding boards, portable recreational equipment, tents, campers, signs or mobile homes, may be placed or stored within the Property subject to the Conservation Easement other than those devoted to agricultural or horticultural use. Grantor, for themselves and their respective successors and assigns, agree that the Township may deny issuance of building permits, zoning permits, or any other permits or approvals required by applicable Township ordinances and regulations for the erection, installation or placement of such buildings, structures or vehicles.
3. The grade of the Property subject to the Conservation Easement shall not be changed or altered in any manner other than for agricultural or horticultural purposes.
4. The Property subject to the Conservation Easement shall not be used for the dumping, storage, processing or land filling of solid or hazardous waste.
5. The Property subject to the Conservation Easement shall be maintained in accordance with sound soil and water conservation practices and in general accordance with environmental protection standards of the West Pennsboro Township Zoning Ordinance.

6. Grantor, and their respective successors and assigns shall maintain the Property subject to the Conservation Easement in accordance with all requirements of this Agreement.
7. The Township may request that it be permitted, at its cost and expense, to plant vegetation within the Property subject to the Conservation Easement. Any such planting by the Township shall require permission of the Grantor, their respective successors and assigns. This Paragraph shall not apply to action by the Township in accordance with Paragraphs 8 and 9 herein.
8. If vegetation within the Property subject to the Conservation Easement is damaged or destroyed by any person, the Township shall have the right to take all steps which it deems reasonably necessary to restore the Property subject to the Conservation Easement for its intended purpose and may institute appropriate legal or equitable action to recover the monies necessary to restore the Property subject to the Conservation Easement for its intended purpose.
9. All plants named as noxious weeds by the Noxious Weed Control Act of the Commonwealth of Pennsylvania or so declared by action of the Pennsylvania Department of Agriculture, the Pennsylvania Department of Conservation and Natural Resources or the Township shall be removed by the Grantor, their respective successors and assigns. The Grantor, their respective successors and assigns shall be responsible for the removal of all such plants named as noxious weeds following written notification from the Pennsylvania Department of Agriculture, the Pennsylvania Department of Conservation and Natural Resources or the Township. If the Grantor, their respective successors and assigns fails or refuses to remove the noxious weeds within the time period specified in the notification, the Township will have

the right to enter upon the Property subject to the Conservation Easement, remove such noxious weeds, and recover its costs as set forth in Paragraph 8 above.

10. The Township, its successors and assigns, shall have the right to enforce these restrictions by injunction and other appropriate proceedings. The Township shall also have the right to enter upon the Property subject to the Conservation Easement to remove any planting, building, structure or item placed within the Property subject to the Conservation Easement, to restore the Property subject to the Conservation Easement to its natural grade, or to take any other measure necessary to enforce these restrictions at the cost and expense of the Grantor and to recover its costs and expenses as set forth in Paragraph 8 above.
11. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall continue as a servitude running in perpetuity with the easement area as outlined, or any portion thereof, created from the Property.
12. If circumstances arise in the future such as to render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.
13. Grantor, and their respective successors and assigns, shall hold harmless, indemnify and defend the Township and its elected and appointed officials, officers, employees and agents (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including without

limitation, reasonable attorneys fees, arising from or in any way connected with: (1) a violation or alleged violation of any State or Federal environmental statute or regulation or any statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials; (2) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the gross negligence of any of the Indemnified Parties; and (3) the existence of this Agreement.

14. Grantor, and their respective successor and assigns, shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the fee simple ownership of the Property subject to the Conservation Easement, including the maintenance of adequate comprehensive general liability insurance coverage and the payment, as and when due, of all real estate taxes.
15. Grantor shall record this Agreement in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, at the expense of the Grantor.
16. If any provision of this Agreement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

TO HAVE AND TO HOLD all and singular the privileges and easements above mentioned unto the Township, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor, and the Township have caused this Agreement providing for Grant of Conservation Easement to be executed as of the day and year first above written.

TOWNSHIP OF WEST PENNSBORO

By:

\_\_\_\_\_

Chairperson, Board of Supervisors

Attest: \_\_\_\_\_

Secretary

[TOWNSHIP SEAL]

(Individual or Husband and Wife Grantor)

\_\_\_\_\_(SEAL)  
(Signature of Individual)

\_\_\_\_\_(SEAL)  
(Signature of Spouse if Husband and  
Wife are Co-Grantors)

Witness:

Trading and doing business as:

\_\_\_\_\_

(Partnership Grantor\*)

(Name of Partnership)

Witness:

\_\_\_\_\_  
Partner

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Partner

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Partner

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Partner

By: \_\_\_\_\_ (SEAL)

\*All partners must sign. Additional signature lines should be attached if necessary.

\_\_\_\_\_

(Corporation Grantor)

(Name of Corporation)

Attest: \_\_\_\_\_

Representative)

By: \_\_\_\_\_  
(President or Vice President or \*\*Authorized

Title: \_\_\_\_\_  
(Assistant) Secretary

Title: \_\_\_\_\_

[CORPORATE SEAL]

\*\*Attach appropriate proof, dated as of the same date as the Agreement, evidencing authority to execute on behalf of the corporation.





[CORPORATE ACKNOWLEDGMENT]

COMMONWEALTH OF PENNSYLVANIA

)  
) SS:

COUNTY OF CUMBERLAND

)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public, the undersigned \_\_\_\_\_ officer, \_\_\_\_\_ personally \_\_\_\_\_ appeared \_\_\_\_\_, who acknowledged \_\_\_\_\_self to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that as such officer, being authorized to do so, acknowledged the foregoing instrument for the purposes therein contained by signing the name of the corporation by \_\_\_\_\_self as \_\_\_\_\_.

Notary Public

My commission expires:



EXHIBIT "A"

Legal description of the "property subject to the Conservation Easement."

EXHIBIT "B"

Plan illustrating the "property subject to the Conservation Easement"