

Prepared by:

Name:

Address:

Telephone:

Return to:

Name:

Address:

Tax Parcel(s):

GRANT OF CONSERVATION EASEMENT FOR RIPARIAN BUFFER PROTECTION

THIS GRANT OF CONSERVATION EASEMENT FOR RIPARIAN BUFFER PROTECTION (this "Grant") dated as of _____ (the "Easement Date") is by and between _____ (the "undersigned Owner or Owners") and _____ (the "Holder").

Article I. Background

1.01 Property

The undersigned Owner or Owners are the sole owners in fee simple of the Property described in Exhibit "A" (the "Property"). The Property is also described as:

Street Address:

Municipality:

County:

Parcel Identifier:

State: Pennsylvania

Acreage:

1.02 Riparian Buffer

The term "Riparian Buffer" is defined as the strips of land stretching _____ (___) feet landward from the Top of the Banks of _____ (the "Waterway"), together with the banks and bed of the Waterway, to the extent that the strips, banks and bed are, as of the applicable date of reference, located within the Property.

1.03 Conservation Objectives

By this Grant, the undersigned Owner or Owners impose a conservation servitude (the "Conservation Easement") on the Riparian Buffer for the following purposes (collectively, the "Conservation Objectives"): to maintain and improve the quality of water resources associated with the Waterway; to perpetuate and foster the growth of healthy woodland; to preserve habitat and migration corridors for Native Species; to prevent or mitigate soil erosion into the Waterway; and to ensure that activities and uses in the Riparian Buffer are sustainable, i.e., they neither diminish the biological integrity of the Riparian Buffer nor deplete the soil, forest and other natural resources within the Riparian Buffer over time.

1.04 Baseline Documentation

The report (the "Baseline Documentation"), to be kept on file at the principal office of Holder, identifies the conservation values of the Riparian Buffer that are addressed in the Conservation Objectives; describes existing conditions of the Riparian Buffer including Existing Improvements as of the Easement Date; and includes, among other information, photographs depicting the Riparian Buffer.

1.05 Structure of Grant

In Articles II, III and IV, the undersigned Owner or Owners impose restrictive covenants on the Riparian Buffer in support of the Conservation Objectives. Then, in Article V, they vest in Holder a number of rights for the purpose of advancing the Conservation Objectives. Article VI addresses potential violations and remedies. Article VII addresses miscellaneous other matters. Initially capitalized terms not defined in this Article I are defined in Article VIII.

1.06 Federal Tax Items

This document is not intended to meet the requirements for the grant of a qualified conservation contribution under applicable provisions of the federal tax code.

1.07 Beneficiaries

This Grant does not confer any rights or remedies upon any Person other than Owners; Holder; and Persons (the "Beneficiaries"), if any, specifically named in this Grant. No other Persons are vested with any rights, whether arising under this Grant or otherwise under Applicable Law. Beneficiaries, if any, are identified in Article V.

1.08 Consideration

The undersigned Owner or Owners acknowledge receipt, as of the Easement Date, of the sum of \$1.00 in consideration of this Grant.

Article II. Restrictive Covenants: Transfer; Subdivision

2.01 Transfer

(a) Notice Required

Not less than thirty (30) days prior to transfer of the Riparian Buffer or any portion, Owners must notify Holder of the name(s) and address for notices of the Persons who will become Owners following the transfer.

(b) Prior to Transfer

Owners authorize Holder to (i) contact the Persons to whom the Riparian Buffer or any portion will be transferred, and other Persons representing Owners or the prospective transferees, to discuss with them this Grant and, if applicable, other pertinent documents; and (ii) enter the Property and inspect the Riparian Buffer to assess compliance with the terms of this Grant.

(c) Ending Continuing Liability

Owners are liable, on a joint and several basis with the Owners following the transfer, for the correction of violations and discharge of other obligations of Owners under this Grant. This provision continues to apply until Holder has been notified of the transfer, inspects the Riparian Buffer, and reports no violations observed during such inspection.

2.02 Subdivision

(a) Prohibited

No Subdivision of the Riparian Buffer is permitted.

(b) Permitted

(i) Subject to Review, Subdivision of the Riparian Buffer from the remainder of the Property is permitted; and (ii) subject to Review, transfer of possession or use (but not ownership) of one or more portions of the Property, including subsurface portions of the Property, for purposes permitted under, and subject to compliance with, the terms of this Grant.

2.03 Permitted Changes

Article III. Restrictive Covenants: Improvements

3.01 Prohibition

Improvements within the Riparian Buffer are prohibited except as permitted below in this Article.

3.02 Permitted

(a) Existing Improvements

Any Existing Improvement may be maintained, repaired and replaced in its existing location. Existing Improvements may be expanded or relocated if the expanded or relocated Improvement complies with requirements applicable to Additional Improvements of the same type.

(b) Existing Agreements

Improvements that Owners are required to allow under Existing Agreements are permitted.

(c) Additional Improvements

The following Additional Improvements are permitted:

- (i) Fences, walls and gates; signs not exceeding one square foot each; subject to Review, signs exceeding one square foot; and habitat improvement devices such as birdhouses and bat houses.
- (ii) Trails of highly porous surface and footbridges for non-motorized use.
- (iii) Subject to Review, fish passage, fish habitat improvement and stream bank stabilization structures.
- (iv) Subject to Review, irrigation facilities accessory to agricultural use of the Property.
- (v) Subject to Review, stream crossing and access structures and associated access corridor for the purpose of allowing livestock, horses and agricultural equipment to cross the Waterway or to access water in the Waterway in a specified location. It is Owners' responsibility to install fencing wherever necessary to prevent grazing within or other unrestricted access to the Riparian Buffer by horses or livestock.
- (vi) Subject to Review, access drives and utility lines but only if there is no other reasonably feasible means to provide access and utility services to the Property except via the Riparian Buffer.
- (vii) Subject to Review, Improvements for extracting geothermal energy, oil and natural gas from substrata beneath the surface of the Riparian Buffer but only if located wholly beneath the surface at a depth at which there can be no impairment of water or other resources described in the Conservation Objectives. No access drives to service any such Improvements are permitted.

Article IV. Restrictive Covenants: Activities; Uses; Disturbance of Resources

4.01 Prohibition

Activities and uses are limited to those permitted below in this Article and provided in any case that the intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives.

4.02 Permitted

The following activities and uses are permitted:

(a) Existing Agreements

Activities, uses and Construction that Owners are required to allow under Existing Agreements.

(b) Disturbance of Resources

- (i) Cutting trees, Construction or other disturbance of resources to the extent reasonably prudent to remove, mitigate or warn against an unreasonable risk of harm to Persons, property or health of Native Species on or about the Riparian Buffer. Owners must take such steps as are reasonable under the circumstances to consult with Holder prior to taking actions that, but for this provision, would not be permitted or would be permitted only after Review.
- (ii) Planting Native Species and removal of Invasive Species to accommodate replanting with Native Species.
- (iii) Sustainable forestry and sustainable agriculture in accordance with a Resource Management Plan approved for the respective activity after Review but not within fifty (50) feet of the top of the bank of the Waterway.
- (iv) Passage of horses, livestock and equipment via a corridor (if any) permitted under Article III to access water at a specified location or stream crossing structures (if any) permitted under Article III.
- (v) Subject to Review, stream bank stabilization, dam removal and other habitat improvement activities.
- (vi) Subject to Review, removal and disturbance of soil, rock and vegetative resources to the extent reasonably necessary to accommodate Construction of and maintain access to Improvements within the Riparian Buffer with restoration as soon as reasonably feasible by planting Native Species.
- (vii) Vehicular use in connection with an activity permitted within the Riparian Buffer or otherwise in the case of emergency.

- (viii) Subject to Review, extraction of geothermal energy, natural gas or oil, and injection or release of water and other substances to facilitate such extraction, but only at subterranean depths at which there can be no impairment of resources described in the Conservation Objectives. No surface activities or uses, including Construction activities, incident to such extraction are permitted.
 - (ix) Other resource management activities that Holder, without any obligation to do so, determines are consistent with maintenance or attainment of Conservation Objectives and are conducted in accordance with the Resource Management Plan approved for that activity after Review.
- (c) **Recreational and Educational Uses**
 Activities that do not require Improvements other than those permitted within the Riparian Buffer and do not have the potential to materially and adversely affect Conservation Objectives such as (i) walking, nature study, bird watching, fishing and hunting; and (ii) other educational or scientific activities consistent with maintenance or attainment of the Conservation Objectives.

Article V. Rights and Duties of Holder and Beneficiaries

5.01 Grant to Holder

- (a) **Grant in Perpetuity**
 By signing this Grant and unconditionally delivering it to Holder, the undersigned Owner or Owners, intending to be legally bound, grant and convey to Holder a Conservation Easement over the Riparian Buffer in perpetuity for the purpose of advancing the Conservation Objectives and administering and enforcing the restrictions and limitations set forth in Articles II, III, and IV in furtherance of the Conservation Objectives.
- (b) **Superior to all Liens**
 The undersigned Owner or Owners warrant to Holder that the Riparian Buffer is, as of the Easement Date, free and clear of all Liens or, if it is not, that Owners have obtained and recorded in the public records of the county in which the Property is located the legally binding subordination of any Liens affecting the Riparian Buffer as of the Easement Date.

5.02 Rights and Duties of Holder

The items set forth below are both rights and duties vested in Holder by this Grant:

- (a) **Enforcement**
 To enter the Property to investigate a suspected, alleged or threatened violation and, if found, to enforce the terms of this Grant by exercising Holder's remedies in Article VI.
- (b) **Inspection**
 To enter the Property and inspect the Riparian Buffer for compliance with the requirements of this Grant upon reasonable notice, in a reasonable manner and at reasonable times.
- (c) **Review**
 To exercise rights of Review in accordance with the requirements of this Article.
- (d) **Interpretation**
 To interpret the terms of this Grant in light of the intent of the Conservation Objectives and, at the request of Owners, furnish Holder's explanation of the application of such terms to then-existing, proposed or reasonably foreseeable conditions within the Riparian Buffer.

5.03 Other Rights of Holder

The items set forth below are also rights vested in Holder by this Grant; however, Holder, in its discretion, may or may not exercise them:

- (a) **Amendment**
 To enter into an Amendment with Owners if Holder determines that the Amendment is consistent with and in furtherance of the Conservation Objectives; will not result in any private benefit prohibited under the Internal Revenue Code; and otherwise conforms to Holder's policy with respect to Amendments.

(b) Signs

To install one or more signs identifying the protected status of the Riparian Buffer that may be located (i) within the Riparian Buffer or (ii) in another location within the Property readable from the public right of way and otherwise reasonably acceptable to Owners.

(c) Proceedings

To assert a claim, defend or intervene in, or appeal, any proceeding under Applicable Law that (i) pertains to the impairment of Conservation Objectives; or (ii) may result in a transfer, Improvement or use that violates this Grant.

5.04 Review

The following provisions are incorporated into any provision of this Grant that is subject to Review:

(a) Notice to Holder

At least thirty (30) days before Owners begin or allow any Construction, activity or use that is subject to Review, Owners must notify Holder of the change including with the notice such information as is reasonably sufficient to comply with Review Requirements and otherwise describe the change and its potential impact on natural resources within the Riparian Buffer.

(b) Notice to Owners

Within thirty (30) days after receipt of Owners' notice, Holder must notify Owners of Holder's determination to (i) accept Owners' proposal in whole or in part; (ii) reject Owners' proposal in whole or in part; (iii) accept Owners' proposal conditioned upon compliance with conditions imposed by Holder; or (iv) reject Owners' notice for insufficiency of information on which to base a determination. If Holder gives conditional acceptance under clause (iii), commencement of the proposed Improvement, activity, use or Construction constitutes acceptance by Owners of all conditions set forth in Holder's notice.

(c) Failure to Notify

If Holder fails to notify Owners as required in the preceding subsection, the proposal set forth in Owners' notice is deemed approved.

(d) Standard of Review

- (i) The phrase "unless Holder, without any obligation to do so," in relation to an approval or determination by Holder, means that, in that particular case, Holder's approval is wholly discretionary and may be given or withheld for any reason or no reason.
- (ii) In all other cases, Holder's approval is not to be unreasonably withheld. It is not unreasonable for Holder to disapprove a proposal that may adversely affect natural resources described in the Conservation Objectives or that is otherwise inconsistent with maintenance or attainment of Conservation Objectives.

5.05 Reimbursement

Owners must reimburse Holder for the costs and expenses of Holder reasonably incurred in the course of performing its duties with respect to this Grant other than monitoring in the ordinary course. These costs and expenses include the allocated costs of employees of Holder.

Article VI. Violation; Remedies

6.01 Breach of Duty

If Holder fails to enforce the terms of this Grant, or ceases to qualify as a Qualified Organization, then the Conservation Easement may be transferred to another Qualified Organization by a court of competent jurisdiction.

6.02 Violation

If Holder determines that the terms of this Grant are being or have been violated or that a violation is threatened or imminent then the provisions of this section will apply:

(a) Notice

Holder must notify Owners of the violation. Holder's notice may include its recommendations of measures to be taken by Owners to cure the violation and restore features of the Riparian Buffer damaged or altered as a result of the violation.

(b) Opportunity to Cure

Owners' cure period expires thirty (30) days after the date of Holder's notice to Owners subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied: (i) Owners cease the activity constituting the violation promptly upon receipt of Holder's notice; (ii) Owners and Holder agree, within the initial thirty (30) day period, upon the measures Owners will take to cure the violation; (iii) Owners commence to cure within the initial thirty (30) day period; and (iv) Owners continue thereafter to use best efforts and due diligence to complete the agreed upon cure.

(c) Imminent Harm

No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to any of the Riparian Buffer's natural resources identified in the Conservation Objectives.

6.03 Remedies

Upon expiration of the cure period (if any) described in the preceding section, Holder may do any one or more of the following:

(a) Injunctive Relief

Seek injunctive relief to specifically enforce the terms of this Grant; to restrain present or future violations of the terms of this Grant; and/or to compel restoration of natural resources destroyed or altered as a result of the violation.

(b) Civil Action

Recover from Owners or other Persons responsible for the violation all sums owing to Holder under applicable provisions of this Grant together with interest thereon from the date due at an annual rate of interest equal at all times to two percent above the "prime rate" announced from time to time in *The Wall Street Journal*. These monetary obligations include, among others, Losses and Litigation Expenses.

(c) Self-Help

Enter the Property to prevent or mitigate further damage to or alteration of natural resources of the Riparian Buffer identified in the Conservation Objectives.

6.04 Modification or Termination

If the Conservation Easement is or is about to be modified or terminated by exercise of the power of eminent domain (condemnation) or adjudication of a court of competent jurisdiction sought by a Person other than Holder the following provisions apply:

(a) Compensatory Damages

Holder is entitled to collect from the Person seeking the modification or termination, compensatory damages in an amount equal to the increase in Market Value of the Riparian Buffer resulting from the modification or termination plus reimbursement of Litigation Expenses as if a violation had occurred.

(b) Restitution

Holder is entitled to recover from the Person seeking the modification or termination, (i) restitution of amounts paid for this Grant (if any) and any other sums invested in the Property for the benefit of the public as a result of rights vested by this Grant plus (ii) reimbursement of Litigation Expenses as if a violation had occurred.

6.05 Remedies Cumulative

The description of Holder's remedies in this Article does not preclude Holder from exercising any other right or remedy that may at any time be available to Holder under this Article or Applicable Law. If Holder chooses to exercise one remedy, Holder may nevertheless choose to exercise any one or more of the other rights or remedies available to Holder at the same time or at any other time.

6.06 No Waiver

If Holder does not exercise any right or remedy when it is available to Holder, that is not to be interpreted as a waiver of any non-compliance with the terms of this Grant or a waiver of Holder's rights to exercise its rights or remedies at another time.

6.07 No Fault of Owners

Holder will waive its right to reimbursement under this Article as to Owners (but not other Persons who may be responsible for the violation) if Holder is reasonably satisfied that the violation was not the fault of Owners and could not have been anticipated or prevented by Owners by reasonable means.

Article VII. Miscellaneous

7.01 Notices

(a) Requirements

Each Person giving any notice pursuant to this Grant must give the notice in writing and must use one of the following methods of delivery: (i) personal delivery; (ii) certified mail, return receipt requested and postage prepaid; or (iii) nationally recognized overnight courier, with all fees prepaid.

(b) Address for Notices

Each Person giving a notice must address the notice to the appropriate Person at the receiving party at the address listed below or to another address designated by that Person by notice to the other Person:

If to Owners:

If to Holder:

7.02 Governing Law

The laws of the Commonwealth of Pennsylvania govern this Grant and Conservation Easement.

7.03 Binding Agreement

This Grant binds and benefits Owners and Holder and their respective personal representatives, successors and assigns.

7.04 Requirement of Writing

No Amendment, Waiver, approval after Review, interpretation or other decision by Holder is valid or effective unless it is in writing and signed by an authorized signatory for Holder. This requirement may not be changed by oral agreement. The grant of an Amendment or Waiver in any instance does not imply that an Amendment or Waiver will be granted in any other instance.

7.05 Severability

If any provision of this Grant is determined to be invalid, illegal or unenforceable, the remaining provisions of this Grant remain valid, binding and enforceable. To the extent permitted by Applicable Law, the parties waive any provision of Applicable Law that renders any provision of this Grant invalid, illegal or unenforceable in any respect.

7.06 Counterparts

This Grant may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one document.

7.07 Indemnity

Owners must indemnify and defend the Indemnified Parties against all Losses and Litigation Expenses arising out of or relating to: (a) any breach or violation of this Grant or Applicable Law; and (b) damage to property or personal injury (including death) occurring on or about the Riparian Buffer if and to the extent not caused by the negligent or wrongful acts or omissions of an Indemnified Party.

7.08 Guides to Interpretation

(a) Captions

Except for the identification of defined terms in the Glossary, the descriptive headings of the articles, sections and subsections of this Grant are for convenience only and do not constitute a part of this Grant.

(b) Terms

(i) The word “including” means “including but not limited to”.

(ii) The word “must” is obligatory; the word “may” is permissive and does not imply any obligation.

(c) **Conservation and Preservation Easements Act**

This Grant is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation easement under the Pennsylvania Conservation and Preservation Easements Act, Act 29 of 2001, Pub. L. 390.

(d) **Restatement (Third) of the Law of Property: Servitudes**

This Grant is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation servitude under the Restatement (Third) of the Law of Property: Servitudes.

7.09 Entire Agreement

This is the entire agreement of Owners, Holder and Beneficiaries (if any) pertaining to the subject matter of this Grant. The terms of this Grant supersede in full all statements and writings between Owners, Holder and others pertaining to the transaction set forth in this Grant.

7.10 Incorporation by Reference

Each exhibit attached to this Grant is incorporated into this Grant by this reference. The Baseline Documentation (whether or not attached to this Grant) is incorporated into this Grant by this reference.

7.11 Coal Rights Notice

The following notice is given to Owners solely for the purpose of compliance with the requirements of the Pennsylvania Conservation and Preservation Easements Act, Act 29 of 2001, Pub. L. 390:

NOTICE: The Conservation Easement may impair the development of coal interests including workable coal seams or coal interests which have been severed from the Riparian Buffer.

Article VIII. Glossary

8.01 Additional Improvements

All buildings, structures, facilities and other improvements within the Riparian Buffer, whether temporary or permanent, other than Existing Improvements.

8.02 Amendment

An amendment, modification or supplement to this Grant signed by Owners and Holder and recorded in the public records of the office for the recording of deeds in and for the county in which the Property is located.

8.03 Applicable Law

Any federal, state or local laws, statutes, codes, ordinances, standards and regulations applicable to the Riparian Buffer or this Grant as amended through the applicable date of reference.

8.04 Construction

Any demolition, construction, reconstruction, expansion, exterior alteration, installation or erection of temporary or permanent Improvements; and, whether or not in connection with any of the foregoing, any excavation, dredging, mining, filling or removal of gravel, soil, rock, sand, coal, petroleum or other minerals.

8.05 Existing Agreements

Easements and other servitudes affecting the Riparian Buffer prior to the Easement Date that constitute legally binding servitudes prior in right to the Conservation Easement.

8.06 Existing Improvements

All buildings, structures, facilities and other improvements, whether temporary or permanent, located on, above or under the Riparian Buffer as of the Easement Date as identified in the Baseline Documentation.

8.07 Improvement

Any Existing Improvement or Additional Improvement.

8.08 Indemnified Parties

Holder, each Beneficiary (if any) and their respective members, directors, officers, employees and agents and the heirs, personal representatives, successors and assigns of each of them.

8.09 Invasive Species

A plant species that is (a) non-native (or alien) to the ecosystem under consideration; and (b) whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, publications such as “Plant Invaders of the Mid-Atlantic Natural Areas”, by the National Park Service National Capital Region, Center for Urban Ecology and the U.S. Fish and Wildlife Service, Chesapeake Bay Field Office are to be used to identify Invasive Species.

8.10 Lien

Any mortgage, lien or other encumbrance securing the payment of money.

8.11 Litigation Expense

Any court filing fee, court cost, arbitration fee or cost, witness fee and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Grant including in each case, attorneys’ fees, other professionals’ fees and disbursements.

8.12 Losses

Any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge other than a Litigation Expense.

8.13 Market Value

The fair value that a willing buyer, under no compulsion to buy, would pay to a willing seller, under no compulsion to sell as established by appraisal in accordance with the then-current edition of Uniform Standards of Professional Appraisal Practice issued by the Appraisal Foundation or, if applicable, a qualified appraisal in conformity with C.F.R. §1.170A-13.

8.14 Native Species

A plant or animal indigenous to the locality under consideration. In cases of uncertainty, published atlases, particularly *The Vascular Flora of Pennsylvania: Annotated Checklist and Atlas* by Rhoads and Klein and *Atlas of United States Trees, vols. 1 & 4* by Little are to be used to establish whether or not a species is native.

8.15 Owners

The undersigned Owner or Owners and all Persons after them who hold an interest in the Riparian Buffer.

8.16 Person

An individual, organization, trust, government or other entity.

8.17 Qualified Organization

A governmental or non-profit entity that (a) has a perpetual existence; (b) is established as a public charity for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and other charitable, scientific and educational purposes; (c) meets the criteria of a qualified organization under C.F.R. §1.170A-14 as amended through the applicable date of reference; and (d) is duly authorized to acquire and hold conservation easements under Applicable Law.

8.18 Resource Management Plan

A record of the decisions and intentions of Owners prepared by a qualified resource management professional for the purpose of protecting natural resources described in the Conservation Objectives during certain operations potentially affecting natural resources protected under this Grant. The Resource Management Plan includes a resource assessment, identifies appropriate performance standards and projects a multi-year description of planned activities for identified operations to be conducted in accordance with the plan.

8.19 Review

Review and approval of Holder under the procedure described in Article V.

8.20 Review Requirements

Collectively, any plans, specifications or information required for approval of a Subdivision, activity, use or Construction under Applicable Law (if any) plus (a) the information required under the Review Requirements incorporated into this Grant either as an exhibit or as part of the Baseline Documentation or (b) if the information described in clause (a) is inapplicable, unavailable or insufficient under the circumstances, the guidelines for Review of submissions established by Holder as of the applicable date of reference.

8.21 Subdivision

Any division of the Property or any Lot within the Property; and any creation of a unit, lot or parcel of real property, including subsurface portions of the Property, for separate use or ownership by any means including by lease or by implementing the condominium form of ownership. The term "Subdivision" includes any "subdivision" as defined in the Pennsylvania Municipalities Planning Code, Act of 1968, P.L. 805, No. 247, as reenacted and amended as of the applicable date of reference.

8.22 Top of the Bank

The elevation at which rising waters begin to inundate the floodplain. In case of ambiguous, indefinite or nonexistent floodplain or question regarding location, the Top of the Bank shall be the bankfull water elevation as delineated by a person trained in fluvial geomorphology and utilizing the most recent edition of *Applied River Morphology* by Dave Rosgen or reference book of greater stature.

8.23 Waiver

A written commitment by which Holder, without any obligation to do so, agrees to refrain from exercising one or more of its rights and remedies for a specific period of time with respect to a specific set of circumstances if Holder is satisfied that the accommodation will have no material effect on Conservation Objectives.

INTENDING TO BE LEGALLY BOUND, the undersigned Owner or Owners and Holder, by their respective duly authorized representatives, have signed and delivered this Grant as of the Easement Date.

Witness/Attest:

_____ (SEAL)
Owner's Name:

_____ (SEAL)
Owner's Name:

[NAME OF HOLDER]

By: _____ (SEAL)
Name:
Title:

This document is based on the Model Grant of Conservation Easement for Riparian Buffer Protection (6/30/2011 edition) provided by the Pennsylvania Land Trust Association.

The model on which this document is based should not be construed or relied upon as legal advice or legal opinion on any specific facts or circumstances. It should be revised under the guidance of legal counsel to reflect the specific situation.

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF _____ :

ON THIS DAY _____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

_____, Notary Public

Print Name:

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF _____ :

ON THIS DAY _____ before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of _____, a Pennsylvania non-profit corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by her/himself as such officer.

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

_____, Notary Public

Print Name: