**Prepared by:**

**Model Amendment of Grant of Conservation Easement and Declaration of Covenants**

Name:

Address:

Telephone:

**Return to:**

Name:

Address:

**Tax parcel(s):**

First [or whichever] Amendment of

Grant of Conservation Easement

and Declaration of Covenants

THIS [\_\_\_\_\_\_\_] AMENDMENT OF GRANT OF CONSERVATION EASEMENT AND DECLARATION OF COVENANTS dated as of \_\_\_\_\_\_\_\_\_\_\_ (the “Amendment Date”) is by and between \_\_\_\_\_\_\_\_\_\_\_\_ (the “undersigned Owner or Owners”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Holder”).

# Background

## Property

As of the Amendment Date, 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: State: Pennsylvania

Parcel identifier: Acreage:

## Earlier Documentation

### Original Grant. On *[insert date of the original grant]*, *[insert names of the grantors]* executed and delivered to *[insert name of the grantee]* a *[insert title of the granting document]* (the “original grant”), which was recorded on *[insert recording date]* in the *[insert name of recording office]* in *[insert recording information]*.

### Amendments. The original grant has not been previously amended.

## Definitions

Except as otherwise defined in this amendment, initially capitalized terms are to be given their respective meanings as in the original grant and amendments (if any) preceding this amendment. Other defined terms are as follows.

**“Grant”** means the original grant as amended by the prior amendments (if any) listed in the preceding section and, from and after the Amendment Date, as amended by this amendment.

**“Conservation Easement”** means the interest in real property granted by the original grant as modified by the prior amendments (if any) listed in the preceding section and, from and after the Amendment Date, as modified by this amendment.

**“Owners”** means the grantors named in the original grant and all subsequent owners of the Property including the undersigned Owner or Owners and their successors and assigns.

**“Holder”** means the grantee of the original grant and all subsequent holders of the Grant including the Holder named in this amendment and its successors and assigns.

## Superior to All Liens

The undersigned Owner or Owners warrant to Holder that the Property is, as of the Amendment Date, free and clear of liens or, if it is not, that Owners have obtained evidence satisfactory to Holder confirming that the liens will not impair the exercise of Holder’s rights under the Grant.

# Changes to the Terms of the Grant

[*insert changes*]

# Miscellaneous

## Counterparts

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

## Entire Agreement

### General Rule. The terms of the Grant as amended by this amendment supersede in full all statements and writings, informal and formal, between Owners and Holder pertaining to the Conservation Easement including statements and writings pertaining to matters addressed in this amendment.

### Survival of Listed Prior Writings. Only the following prior writings, if signed by an authorized signatory of Holder, remain effective in accordance with their terms following the Amendment Date:

#### Commitments to Owners by which Holder 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.

#### Decisions of Holder in response to Owners’ requests for Holder’s review and approval of actions affecting the Property.

## Incorporation by Reference

Each exhibit referred to and attached to this amendment is incorporated into the Grant by this reference.

## Binding and Enforceable

The Grant, as amended by this amendment, is in full force and effect and remains legally binding upon Owners, Holder, and the Property in perpetuity.

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

**and Declaration of Covenants**

(v. 2021.01.21) provided by WeConservePA.



Nothing contained in this document, which was prepared in the context of Pennsylvania law, is intended to be relied upon as legal advice or to create an attorney-client relationship. There is no guarantee that it is up to date or error free. 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: