

OPEN SPACE CONSERVATION EASEMENT AGREEMENT

UPI Nos. 68-

This Private Open Space Conservation Easement Agreement, made this day of _____ 20____, by and between _____(owner), et al, hereinafter called "Grantor", and the TOWNSHIP OF WEST HANOVER, a municipality of the Second Class having its corporate limits within Dauphin County, Pennsylvania, hereinafter called "TOWNSHIP";

WITNESSETH;

WHEREAS, the Grantor is the owner of real property, hereinafter described as: Parcel # 68-_____, situated on _____ within the (subdivision/land_development plan) in the Township of West Hanover, Dauphin County, Pennsylvania, certain portions of the lot which the Township, acting in accordance with the provisions and requirements of Open Space Development within the West Hanover Township Zoning Ordinance, duly adopted in accordance with the PA Municipalities Planning Code, Act 247, as amended, has determined would be in the public interest to more densely allocate lots and development, retain, maintain and conserve environmentally sensitive areas and open space areas as private open space and to remain in its natural state.

WHEREAS, the Township, acting in accordance with the provisions and requirements of Open Space Development within the West Hanover Township Zoning Ordinance, duly adopted in accordance with the PA Municipalities Planning Code, Act 247, as amended, has determined that the maintenance and conservation of the said property of the Grantor can best be accomplished by the securing by the Township of a Private Open Space Conservation Easement over, across and upon the said property of the grantor, and

WHEREAS, the Grantor is willing to execute a Open Space Conservation Agreement and effectively grant to the Township the easement and covenants as expressed therein concerning said property, thereby providing for its maintenance and conservation as open space;

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other valuable considerations and execution of the Open Space Conservation Agreement and, said Grantor does hereby give, grant, bargain, sell and confirm unto said Township, its successors and assigns forever, the right, privilege and authority as a private conservation easement and restriction to perpetually preserve, protect, limit, conserve and maintain the land, wetland and woodland areas of the premises hereinafter described in their present natural, scenic and open condition.

Said premises are described as follows:

A. LOTS WITHIN THE PRIVATE OPEN SPACE CONSERVATION EASEMENT.

Certain pieces or parcels of land being those portions of _____, designated "OPEN SPACE CONSERVATION EASEMENT" situated on the proposed _____ in the Township of West Hanover, Dauphin County, Pennsylvania, being shown on a certain map or plan entitled #_____. _____, which the maps or plans are duly approved and recorded on file or to be filed in the Dauphin County Recorder of Deeds Office, to which reference may be had for a more particular description thereof.

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B. THE GRANTOR FURTHER COVENANTS AND AGREES:

1. To Prohibit and refrain from the following operations, unless written express consent is obtained from the Township, or successor:
 - (a) the construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground;
 - (b) the dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes waste rubbish, garbage, junk or unsightly or offensive materials;
 - (c) the excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance in such manner as to affect the surface;
 - (d) the removal or destruction of trees, shrubs or natural vegetation, the killing of wildlife, the spraying of pesticides other than to control mosquitoes and other insect pests (by use of pesticides accepted by the Department of Environmental Protection), or any other activities or uses detrimental to drainage, flood control, water conservation, erosion control, soil conservation, wildlife or the maintenance of the land and wetland areas in its natural, scenic and open condition.
 - (e) In the event of a violation of any covenant or restriction herein, the Township, its successors or assigns, may following reasonable notice to Grantor, institute a suit to enjoin such violation by ex parte, temporary, or permanent injunction and to require restoration of the Premises to their prior condition. In the alternative, representatives of the Township, its successors and assigns may enter upon the Premises, correct any such violation, and hold Grantors, their successor and assigns, responsible for the cost thereof. The Township, its successors and assigns, shall also have available all legal and equitable remedies to enforce Grantors' obligations hereunder and in the event Grantors are found to have violated any of its obligations, Grantors shall reimburse The Township, its successors or assigns, for any costs or expenses incurred in connection therewith including court costs and reasonable attorney fees.
 - (f) Grantors agree that these restrictions will be inserted by it in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title to or its possessory interest in the Premises, or any part thereof. The aforesaid covenants and restrictions are deemed to run with the land as binding and enforceable servitudes in perpetuity.
2. Notwithstanding any of the foregoing provisions, nothing herein shall preclude the construction, reconstruction, maintenance and repair within said premises of aboveground or underground public utilities, provided all proper precautions are taken with respect to erosion and siltation control as approved by the Township herein to commencement of such activity.

C. THE GRANTEE AGREES, BY THE ACCEPTANCE HEREOF:

- (a) To release automatically such private conservation easement and restriction as though this instrument had never been executed by the Grantor should, at anytime, said premises be condemned by some dominant governmental authority.
- (b) To permit removal by the Grantor of dead trees and brush from said premises provided, however, that in advance of such removal, the Township shall approve such removal by marking trees or a similar method.

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- (c) To permit the Grantor herein to construct, install and maintain sanitary sewer and/or water lines across the above-described easement should such sanitary sewer and/or water lines be constructed in proximity to the area so as to make such a hook-up feasible, subject to normal environmental review of such activity.
- (d) The Grantor herein reserves to itself, its successors and assigns the right to make use of the above-described premises for any and all purposes permitted by the West Hanover Township Zoning Ordinance and which are in keeping with the stated intent of the Private Open Space Conservation Easement and which shall in no way endanger the maintenance and the conservation of the above described premises as open space in its natural state.
- (e) The Grantor herein covenants and agrees for itself, its successors and assigns that it or they shall maintain adequate liability insurance over the areas which are the subject of this Private Open Space Conservation Easement and that it and its successors and assigns shall pay any and all taxes now or hereinafter accruing or imposed on said premises by the Township of West Hanover.
- (f) The foregoing Open Space Conservation Easement shall be permanent and shall be binding upon the Grantor, his heirs, successors and assigns and insure to the benefit of the Township, its successors and assigns and to the Grantor, his heirs, successors and assigns.
- (g) Notwithstanding any of the foregoing provisions, nothing herein shall forbid the Grantor from transferring the permanent private conservation easement to a bona fide conservation organization, a home owners' association, a condominium or other ownership arrangement specified in the West Hanover Township Zoning Ordinance, as amended. The Township shall approve any transfer following review of the relevant transfer documents by the Township Solicitor.

TO HAVE AND TO HOLD the above granted rights, privilege or authority unto the said Township, its successors and assigns forever, to its and their own property use and behoove.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized officers, each intending to be legally bound hereby.

OWNER / DEVELOPER:

By: _____

Print name: _____

Witness: COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF DAUPHIN)

On this, the ____ day of _____, 20__, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the representative/owner of _____, and that as such owner, being authorized to do so, executed the forgoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as _____ .

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

Notary Public
My Commission Expires:

Attest: _____

Print Name: _____

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WEST HANOVER TOWNSHIP BOARD OF SUPERVISORS

By: _____
Print Name: Kyle Miller, Chairman

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DAUPHIN

On this, the _____ day of _____, 20____, before me, a Notary Public, personally appeared Adam Klein, who acknowledged himself to be the Chairman of the WEST HANOVER TOWNSHIP BOARD OF SUPERVISORS, a body politic, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the body politic by himself as Chairman.

Attest: _____
Print name: Donald Steinmeier; Secretary/ Treasurer

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

Notary Public
My Commission Expires:

WEST HANOVER TOWNSHIP BOARD OF SUPERVISORS

By: _____
Print Name: Donald Steinmeier; Secretary/ Treasurer

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DAUPHIN

On this, the _____ day of _____, 20____, before me, a Notary Public, personally appeared Donald Steinmeier, who acknowledged himself to be the Secretary/ Treasurer of the WEST HANOVER TOWNSHIP BOARD OF SUPERVISORS, a body politic, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the body politic by himself as Chairman.

Attest: _____
Print name: Daniel Rosario; Township Manager

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

Notary Public
My Commission Expires: