

Copy - Township

**BUCKS COUNTY NATURAL AREAS PROGRAM
DEED OF CONSERVATION EASEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

THIS GRANT OF CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("Easement") made this 14th day of Oct., in the year 2010 by Marvin C. and Arlene Nace, having an address at 670 Church Road, Quakertown, Pennsylvania 18951, ("Grantor"), in favor of Richland Township of Bucks County, Pennsylvania, having an address at 1328 California Road, Suite A, Quakertown, PA 18951, ("Grantee"), and the COUNTY OF BUCKS, with offices at 55 East Court Street, Doylestown PA 18901 ("Co-Grantee").

WITNESSETH:

WHEREAS, Grantors are the sole owners in fee simple of certain real property in Bucks County, Pennsylvania, containing 13.329 acres, more or less, hereinafter called the "Property", which includes the following tax map parcels:

The Easement area, containing 11.329 acres, more or less, hereinafter called "Easement Area"; and Remaining Lands, containing 2.0 acres, more or less, hereinafter called "Remaining Lands";

WHEREAS, the Property is more particularly described in a legal description, attached hereto as "Exhibit A", and shown on a Conservation Easement Plan, prepared by Carroll Engineering Corporation dated, May 4, 2010, attached hereto as Exhibit "B", Both Exhibits A and B are incorporated herein by reference.

WHEREAS, The Commissioners of Bucks County have designated funds under the Bucks County Natural Areas Program to promote the health, safety and public welfare of the citizens of Bucks County by providing grants to eligible conservancies and municipalities for the acquisition and preservation of significant natural resources; and

WHEREAS, Counties are authorized to acquire interests in real property to protect and conserve natural or scenic resources, to protect scenic areas, to preserve sites of historic, geologic or botanic interest, to promote sound, cohesive and efficient land development by preserving open spaces between communities, and for purposes consistent with the terms of the Conservation and Land Development Act (the "Conservation Act"), Pa. Stat. Ann. Title 32, Section 5001 et seq; and

WHEREAS, Grantee, is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(C)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection, or enhancement of land or real property in its natural, scenic, historical, agricultural, forested, and/or open space condition; or Grantee is an incorporated municipality in the County of Bucks, Commonwealth of Pennsylvania, whose goals include the preservation of the natural

resources of said municipality as identified in an Open Space Plan, dated September 28, 2009, adopted by resolution of the Municipality; and

WHEREAS, pursuant to the guidelines and criteria of the Bucks County Natural Areas Program, Richland Township, Grantee, has received a grant in the amount of Fifty Nine Thousand Two Hundred Fifty (\$59,250.00) Dollars, to assist it in acquiring a Conservation Easement to preserve the conservation values of the Property; and

WHEREAS, the Property possesses significant natural, scenic, open space, historical, educational, and/or recreational values (collectively, "Conservation Values") of great importance to Grantors, Grantee, Co-Grantee, the people of Bucks County, and the people of the Commonwealth of Pennsylvania; the preservation and conservation of which will yield significant public benefit for the reasons herein described:

CONSERVATION VALUES

- Permanently preserve 11.3303 acres of open space and rural character in Richland Township.
- Protect Farmland of Statewide Importance.
- Protect important natural resources such as, waterways, wet areas, hydric soils, wooded areas and wildlife habitat.
- Permanently preserve over 1,000 feet of road frontage along Church Road for the enjoyment of the general public traveling these thoroughfares.
- Satisfy the goals and objectives of locally delineated plans.

WHEREAS, The Specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, dated September 30, 2010 , on file at the offices of the Grantee or attached hereto and incorporated herein by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this Grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, Grantors intend, as owners of the Property, to convey to Grantees and Co-Grantee, the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS, Grantee agrees by accepting this Easement to honor the intentions of Grantors stated herein and to preserve and protect, in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

WHEREAS, Grantee, will contribute Sixty Two Thousand Three Hundred Fifty (\$62,350.00) Dollars to the acquisition of the Conservation Easement to preserve the conservation values of the Easement Area; and

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and for the further consideration of the sum of One Hundred Twenty One Thousand Six Hundred (\$121,600.00) Dollars lawful money of the United States of America, the receipt of which is hereby acknowledged, and pursuant to the laws of Pennsylvania,

Grantors hereby voluntarily grant, agree, declare and convey to Grantee and Co-Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. STATEMENT OF GRANT

Grantors hereby voluntarily, unconditionally and absolutely grant and convey unto Grantee, its successors and assigns and Co-Grantee, its successors and assigns, in perpetuity, an Easement in Gross and a Declaration of Restrictive Covenants over the Property, as more particularly hereinafter set forth exclusively for the purposes of preserving and protecting the present scenic, historic, natural, open space, and water resource values of the Property. Grantee and Co-Grantee hereby accept the Easement and agree to hold it exclusively for such purposes.

2. PURPOSE

It is the purpose of this Easement to assure that the Easement Area will be retained in its natural, scenic, historic, agricultural, forested, and/or open space condition and to prevent any use of the Easement Area that will significantly impair or interfere with the Conservation Values. This purpose is hereinafter referred to as the: "Conservation Purposes". Grantors intend that this Easement will confine the use of the Easement Area to such activities including, without limitation, those involving farming, resource conservation, public recreation, or environmental education, as are consistent with the Conservation Purposes of this Easement and in compliance with the requirements of the Conservation and Preservation Easements Act and other local and state protection standards.

3. RIGHTS OF GRANTEE AND CO-GRANTEE

To accomplish the Conservation Purposes of this Easement the following rights, subject to the limitations stated herein and in Paragraph 10 below, are conveyed to Grantee and Co-Grantee and their successors and assigns:

- A. To preserve and protect the Conservation Values of the Property;
- B. To enter upon the Property at reasonable times in order to monitor Grantors' compliance with, and, if applicable, to otherwise enforce the terms of this Easement provided that such entry shall be upon prior reasonable notice to Grantors, and the Grantee and Co-Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and to investigate, review and approve proposed changes to the Easement Area; and
- C. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 10.

4. RESTRICTIONS ON USES

Any activity on or use of the Property inconsistent with the Conservation Purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. No industrial or commercial activities shall be conducted or permitted in the Easement Area.

B. Pesticides, herbicides, insecticides, fertilizers, or other soil, flora, or fauna additives shall not be used in a manner which would cause significant deterioration of surface or ground water quality, and shall follow applicable laws, Best Management Practices, and/or the recommendations of Grantees expertise or supporting agencies such as Pennsylvania Bureau of Forestry, Pennsylvania State University Cooperative Extension, Bucks County Conservation District, United States Fish and Wildlife Services, or other.

C. No signs, billboards, or outdoor advertising structures shall be placed, erected, or maintained on the Easement Area other than a reasonable number of signs not exceeding six (6) square feet for the following purposes:

- i. To state the name of the Property, or any portion thereof, and the names and addresses of any occupants;
- ii. To advertise the sale of the Property, or any portion thereof;
- iii. To advertise an activity permitted under the provisions of this Easement; and
- iv. To post the Easement Area against activities either prohibited or not specifically permitted under the provisions of this easement.

Provided, however, this sub-paragraph shall not limit the right of the Co-Grantee to display on the Property, at its discretion, such signs as it may customarily use to identify lands permanently preserved through the Bucks County Natural Areas Program.

D. No quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials from the Easement Area shall occur, except in connection with an activity or construction permitted therein. Grant of lease, assignment or other conveyance or issue of permits, licenses, or other authorization for the exploration, development, storage or removal of coal, rock or other materials by any mining method is not permitted. The following notice is given to and accepted by Grantor for the purpose and with the intention of compliance with the requirements of the Pennsylvania Conservation and Preservation Easements Act. Nothing herein shall imply the presence or absence of workable coal seams or the severance of coal interests from the Property.

NOTICE: This Easement may impair the development of coal interests, including workable coal seams or coal interests which have been severed from the Property.

E. No mining or removal of groundwater from the Easement Area shall occur, except as may be required for residential uses permitted therein.

F. No depositing, dumping, or abandoning of any solid waste, hazardous waste, liquid wastes, or chemical substances on or in the Easement Area, except in connection with permitted activities and in further compliance with Paragraph 4B. The disposal or piping of sanitary facility effluent generated off the Easement Area is not permitted on or across the Easement Area. Hazardous waste shall be considered any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting, or contaminating to the air, water or soils.

G. To ensure the protection of the woodlands on the Easement Area, the following guidelines shall apply in order to effectuate this purpose:

- i. No portion of the Easement Area may be clear-cut.
- ii. Planting of invasive plants is not permitted, especially Norway Maple, multiflora rose, and Japanese Honeysuckle.
- iii. Except as otherwise allowed by this Easement, no tilling, removal of vegetation, or exposure of bare soil shall be permitted on slopes exceeding (15%) percent in grade or within one hundred feet of streams, wetlands, or floodplains.
- iv. Trees may only be cut or removed from the Easement Area for the following purposes:
 - a. To remove trees that pose a hazard in areas along access roads, trails, or other areas of concentrated human use.
 - b. To remove trees that are non-native, exotic species.
 - c. To remove trees required for utilities such as electric, gas, and telephone that are needed to serve the permitted uses in the Easement Area.
 - d. Except within wet areas of the Easement Area, to remove trees for use by Grantor, not to exceed one (1) cords per year.
- v. Forest stewardship activities or woodland management practices must be conducted in accordance with any soil conservation plan developed for the Easement Area and under the guidance of a management plan in accordance with Pennsylvania Bureau of Forestry standards, and must address regeneration of the woodland. The Grantor must provide a copy of the management plan to the Grantee and Co-Grantee prior to any activity.
- vi. Some dead trees should be allowed to remain in the woodland to provide habitat for birds and mammals.

H. No cutting or removal is permitted in the Easement Area of any plants that are identified in the *Plants of Special Concern in Pennsylvania* as maintained by the Pennsylvania Natural Diversity Inventory (PNDI), the *Natural Areas Inventory of Bucks County*, or are identified by the Commonwealth of Pennsylvania or the County of Bucks as "Historic Trees".

I. No construction, demolition, reconstruction, expansion, exterior alteration, installation or erection of temporary or permanent structures or facilities of any kind may occur within the Easement

Area unless otherwise permitted by this Easement. Construction of such facilities related to the reception, storage, or transmission of sewage generated by on-site improvements, existing or otherwise, and located on the Property, is not permitted on or within the Easement Area. Facilities such as telecommunications cell towers, commercial satellite dish antennae, or fuel storage tanks not directly related to the operation and maintenance of Grantor's or subsequent owner's farm equipment are strictly prohibited.

5. PERMITTED USES AND RESERVED RIGHTS

All permitted uses are subject to all local, state, and federal regulations as they apply to land use, including municipal zoning laws.

Grantor hereby reserves to themselves, and their personal representatives, heirs, successors and assigns, all rights accruing from their ownership of the Property and Easement Area, including the right to engage in, or permit or invite others to engage in, all uses of the Property or Easement Area that are not expressly prohibited herein and are not inconsistent with the purpose of the is Easement, which include but are not necessarily limited by the following:

- i. To use and enjoy the Property for any and all lawful purposes, including those associated with the residential and agricultural use of the Remaining Lands not subject to this Easement;
- ii. To engage in agricultural use of any area currently dedicated to such use in accordance with generally accepted agricultural practices.
- iii. To establish or erect fences within or surrounding the Remaining Lands or for protection of watercourses such as springs, creeks or tributaries but which will not unduly affect the designated areas of public access identified in Paragraph 6, Access.
- iv. To engage and permit others to engage in recreational use of the Property or Easement Area that requires no surface alteration or other development of the land.

6. ACCESS

Public access to the property is not generally permitted without prior consent of the Grantor or subsequent owner. If it is the intent of the Grantor, to offer land for a recreational purpose without charge as defined in the Act of February 2, 1966, P.L. 586 as amended (68 P.S. 477-1 et.seq.) then Grantor is to enjoy the limitation of liability provided thereby.

This paragraph does not prohibit the Grantor from allowing public access for other purposes consistent with this Easement on a more frequent basis in the future.

7. DENSITY LIMITATIONS

The Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of the

Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Property.

8. NOTICE, APPROVAL AND DISCRETIONARY CONSENT

In order to monitor compliance with the Conservation Purposes, Grantor shall notify (hereinafter "Grantors' Notice") Grantee and Co-Grantee, in writing, no less than sixty (60) days prior to undertaking any activities either permitted under paragraph 5 or prohibited under paragraph 4 but deemed desirable due to unforeseen or changes circumstances. Grantors' Notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to enable Grantee and Co-Grantee to make informed judgments as to its consistency with the Conservation Purposes of this Easement. Should Co-Grantee object to any such proposed activities, it shall so notify Grantee, in writing, within thirty (30) days of receipt of Grantors' Notice. Grantee may give its permission only if it determines that such activities: (1) do not violate the Conservation Purposes of this Easement; and (2) either enhance or do not impair any significant conservation interests associated with the Property; and (3) Grantee has not received a notice of Co-Grantee's objection to the proposed activities. Grantee's approval or disapproval must be in writing and given to Grantors within sixty (60) days of receipt of Grantors' Notice. In no event, however, shall Grantee agree to any activities that would result in the termination of this Easement or the development of any residential, commercial or industrial structures not provided for herein.

9. SUBDIVISION OF PROPERTY

No subdivision of the Easement Area may take place.

10. GRANTEE'S REMEDIES

A. Notice of Violation; Corrective Action. If Grantee determines that Grantors are in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantors and Co-Grantee of such violation and demand that Grantors undertake corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the Conservation Purposes of this easement, to restore the portion of the Property so injured.

B. Injunctive Relief. If Grantors fail to cure the violation within thirty (30) days after receipt of notice thereof from Grantee or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this easement including damages for the loss of Conservation Values and to require the restoration of the Property to the condition that existed prior to any such injury.

C. Damages. Without limiting Grantors liability therefor, Grantee, in its sole discretion, may apply damages recovered to the cost of undertaking any corrective action on the property.

D. Emergency Enforcement. If Grantee in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Property, Grantee may pursue its remedies under this section 10 without prior notice to Grantors or without waiting for the period provided for cure to expire, provided Grantee notifies Co-Grantee by phone or electronic facsimile immediately prior pursuing its remedies under this Paragraph.

E. Scope of Relief. Grantee's rights under this section 10 apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantors agree that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

F. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantors. If Grantors prevail in any action to enforce the terms of this Easement, Grantors' costs of suit including, without limitation, attorneys' fees, shall be borne by Grantee.

G. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

H. Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.

I. Acts Beyond Grantors' Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

11. GRANTORS' OBLIGATIONS

A. Costs and Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantors

shall keep the Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantors.

B. Taxes. The Grantors agree to pay any real estate taxes or other assessments levied on the Property. If the Grantors becomes delinquent in payment of said taxes or assessments, such that a lien created against the Property is to be executed upon, Grantee and Co-Grantee; at their option, shall, after written notice to the Grantors, have the right to purchase and acquire the Grantors' interest in the Property by paying funds to discharge said lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantee's and Co-Grantee's interest in the Property and to assure the continued enforceability of this Easement.

C. Environmental Compliance. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge that there is no substance defined, listed, or otherwise classified pursuant to any federal, state, local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, other than licensed agricultural chemicals, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, or from or across the Property.

D. Hold Harmless. Grantors hereby release and agree to hold harmless, indemnify, and defend Grantee, Co-Grantee, and their respective members, directors, officers, employees, agents, and contractors and the heirs, personal representative, successors, and assigns of each (collectively "Indemnified Parties") from and against all liability, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgements, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, 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 negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, (or successor toxic waste or hazardous substance laws or regulations) by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the obligations specified in paragraphs 11.1 and 11.2; and (4) the existence or administration of this Easement.

12. EXTINGUISHMENT, CONDEMNATION, AND PROCEEDS

A. Extinguishment. If circumstances arise in the future such as to render the Conservation Purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Co-Grantee shall be entitled, and Grantee may be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Pennsylvania law at the time, in accordance with paragraph 12.C. Grantee and Co-Grantee shall use all such proceeds in a manner consistent with Conservation Purposes. Grantee, Grantors, and any successors in interests, shall exhaust all legal remedies in order to preserve and protect the

conservation purposes of this Easement. Grantors shall cooperate with Grantee and Co-Grantee in Grantee's and Co-Grantee's performance of its obligations under this paragraph 12.A.

B. Condemnation. If the easement is taken, in whole or in part, by exercise of the power of eminent domain, Co-Grantee shall be entitled to compensation in accordance with applicable law. Grantee may share in such compensation, per the formula set forth in Paragraph 12.3, if Grantee made an acquisitional cash investment in the Property condemned.

C. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee and Co-Grantee, which, for the purposes of paragraph 12, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Easement, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purpose of this paragraph 12.C, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant. Grantee shall be entitled to share in the proceeds to the extent, prorata, of their monetary contribution to acquisition of the Easement. For example, where Co-Grantee paid \$9,000.00 and Grantee paid \$1,000.00 to acquire an Easement for which the Grantors were paid \$10,000.00, then Co-Grantee would be entitled to 90% of the proceeds and Grantee would be entitled to 10% of the proceeds.

13. AMENDMENT

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor, Grantee and Co-Grantee are free to amend this Easement; provided that the amendment is approved by Grantee and Co-Grantee and no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws. Any amendment shall be consistent with the Conservation Purposes of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Bucks County, Pennsylvania.

14. ASSIGNMENT OF GRANTEE'S INTEREST

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization or government entity that is approved by the Co-Grantee and is able to enforce the restrictions contained herein. First right of refusal shall be given to the Co-Grantee. If assigned to a private organization, such an organization must at the time of transfer be a qualified organization under Section 170(h)(3) of the Internal Revenue Code and one which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code. Grantee shall require that the Conservation Values this Easement is intended to preserve will be protected and any necessary ecological management and monitoring activities will be carried out by transferee.

15. EXECUTORY LIMITATION AND TRANSFER OF GRANTEE'S INTEREST

If Grantee shall cease to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code of 1954, as amended, or to be authorized to acquire and hold Conservation Easements, and a prior assignment is not made pursuant to paragraph 14, then Grantee's rights and obligations under this Easement shall become immediately vested in the Co-Grantee.

16. SUBORDINATION

At the time of conveyance of this Easement, the Property is subject to the mortgage identified in Exhibit [C or D] attached hereto and incorporated by this reference, the holder of which has agreed by separate instrument, which will be recorded immediately after this Easement, to subordinate its rights in the Property to this Easement to the extent necessary to permit the Grantee to enforce this Easement in perpetuity and to prevent any modification or extinguishment of this Lease by the exercise of any rights of the mortgage holder.

17. SUBSEQUENT TRANSFERS

Grantors agree to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, the transfer, mortgage or establishment of a leasehold interest on all individual parcels now constituting the Property and Easement Area. Evidence of conveyance shall contain language substantially as follows: "this conveyance is subject to a Conservation Easement which runs with the land and which was granted to Richland Township of Bucks County, Pennsylvania, and the County of Bucks" and should include pertinent dates and Land Record Book identification. Grantors further agree to give written notice to Grantee and Co-Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

18. MAINTENANCE AND ASSESSMENT OBLIGATIONS OF GRANTEE

Grantee and Co-Grantee shall be under no obligation to maintain the Property or any portion thereof, or pay taxes or assessments thereon. Any action by Grantee or Co-Grantee such as maintenance of the Easement or any other act by Grantee or Co-Grantee to protect the Property shall be deemed merely a gratuitous act which shall create no obligation on the part of Grantee or Co-Grantee.

19. STATEMENT OF COMPLIANCE

Grantors hereby agree to request in writing at least thirty (30) days prior to the sale, transfer, or long term (ten years or more) lease of the Property, or any portion thereof, a written instrument from Grantee stating that Grantors are in compliance with the terms and conditions of this Easement, or if Grantors are not in compliance with the terms and conditions of this Easement, stating what violations of this Easement exist. Grantee agrees in such cases or at any other time to acknowledge, execute, and deliver to Grantors and Co-Grantee and any mortgagee, transferee, purchaser, or lessee such a written instrument concerning compliance within thirty (30) days of written request from Grantors. Grantors shall provide a copy of Grantee's compliance statement to any purchaser, mortgagee, lessee, or assignee. Any costs incurred by Grantee in determining compliance and advising Grantors as to compliance or costs incurred

as a result of Grantors' failure to notify Grantee and/or Co-Grantee of transfer, sale assignment, or lease of the Property, or any portion thereof, shall be paid by Grantors, their successors or assigns.

20. NOTICES

All notices, requests, consents, approvals, or other communication hereunder shall be in writing and shall be deemed properly given if sent by U.S. certified mail, return receipt requested, addressed to the appropriate party or successor in interest at the address most recently provided or to such other address as either party from time to time shall designate by written notice to the other.

To Grantors: Marvin C. and Arlene Nace
670 Church Road
Quakertown, PA 18951

To Grantee: Richland Township
1328 California Road
Quakertown, PA 18951

To Co-Grantee: Office of the Solicitor
County of Bucks
Administration Building
55 E. Court Street
Doylestown, PA 18901

21. RECORDATION

Grantee shall record this instrument in timely fashion in the official records of Bucks County, Pennsylvania and may re-record it at any time as may be required to preserve its rights in this Easement.

22. FAILURE OF GRANTEE TO ENFORCE

If at any time any organization, agency, or person having rights or duties hereunder as Grantee shall fail to enforce the restrictions set forth in this Easement, Grantor, Co-Grantee or any governmental unit of Bucks County, shall have the right to bring suit against Grantee for specific performance.

23. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Pennsylvania.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Conservation Purposes of this Easement and the policy and purpose of the Bucks County Natural Areas Program and Land Development Act, Pa. Stat. Ann. Title 32, Section 5001 et seq and the Pennsylvania Conservation and Preservation Easements Act. If any provision in this instrument is found to be ambiguous, and interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, 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.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements, relating to the Easement, all of which are merged herein. No alternation or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 13.

E. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

F. Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

G. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

H. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

I. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

J. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee and Co-Grantee, their respective successors, and assigns forever.

IN WITNESS WHEREOF Grantors, Grantee, and Co-Grantee have set their hands on the day and year first above written.

GRANTORS:

Donald Robert
Witness *as to both*

Mario C. Tava

Witness

William L. Pace

GRANTEE:

[SEAL]

By: 
NEIL ERKERT, Agent.

Attest: _____

CO-GRANTEE: COUNTY OF BUCKS

ATTEST: *Lynne T. Bush*
Lynne T. Bush
Chief Clerk

BY: *Charles H. Martin*
Charles H. Martin
Chairman, Board of Commissioners

BY: _____
James F. Cawley, Esq.
Commissioner

BY: *Diane M. Ellis-Marseglia*
Diane M. Ellis-Marseglia, LCSW
Commissioner

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF BUCKS : SS

On this the 14th day of October 2010, before me, the undersigned officer, personally appeared Charles H. Martin, ~~James F. Cawley, Esq.~~, and Diane M. Ellis-Marseglia, LCSW, who acknowledged themselves to be Commissioners of the County of Bucks, and that as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

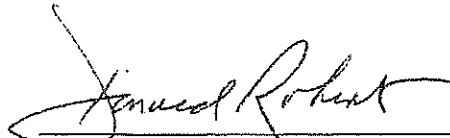
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Regina Armitage, Notary Public
Regina M. Armitage
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
REGINA ARMITAGE, Notary Public
Doylestown Boro., Bucks County
My Commission Expires March 3, 2013

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

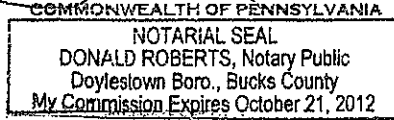
On this 14th day of October, 2010, before me, a Notary Public, personally appeared NEIL ERKER, who acknowledged themselves to be the AGENT of Richland Township, and that he/she as such being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Richland Township by himself/herself as such officer.

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



(SEAL)

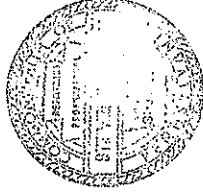
Notary Public



SURVEY CERTIFICATION

I hereby certify that I am a Registered Professional Land Surveyor, licensed in compliance with the laws of the Commonwealth of Pennsylvania, that information shown on this plan is accurate and that all markers shown actually exist in the location of the type and material as shown.

LANDS N/A
 BRIAN D. SALES
 T.P.N. 36-37-5-2



[Signature]
 CARROLL ENGINEERING CORPORATION

6-18-10

329.28'
 APPROX R.O.W.
 APPROX R.O.W.
 APPROX R.O.W.

**RICHLAND TOWNSHIP
 PRESERVATION PROGRAM**

NACE PROPERTY
 T.P.N. 36-37-06

SITUATED IN

**RICHLAND TOWNSHIP
 BUCKS COUNTY, PENNSYLVANIA**

PREPARED FOR
**RICHLAND TOWNSHIP
 1328 CALIFORNIA ROAD SUITE A
 QUAKERTOWN, PENNSYLVANIA 18951**

Carroll Engineering Corporation



555 Second Avenue, Suite G-101
 Collegedale, PA 19426
 Phone: 610-489-3100
 Fax: 610-489-2874

849 Business Road
 Quakertown, PA 18956
 Phone: 610-466-1100
 Fax: 610-466-1030

128 East Lincoln Highway
 Quakertown, PA 18951
 Phone: 610-466-1100
 Fax: 610-466-1030

www.carrolleengineering.com

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DSG BY		DRAWER NUMBER	
DWN BY	S.R.M.	C78-138	
CKD BY	S.R.M.	CADD FILE 0469250043	
DATE	05-04-10	SHEET 1 OF 1 SHEETS	
JOB NO	04-6925.15	DRAWING NUMBER	
SCALE	1" = 50'	1	

NO.	DATE	DESCRIPTION	INITIALS

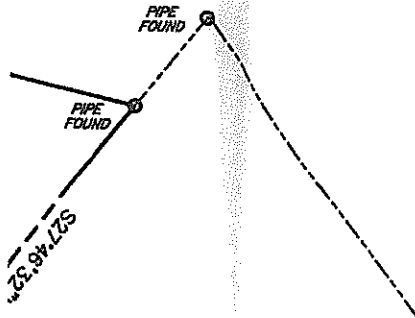
1) THE METES AND BOUNDS OF THE PARCEL SHOWN WAS TAKEN FROM THE FOLLOWING:

- A. DEED DESCRIPTION T.P.N. 36-037-008 PER DB. 2210 PG. 113.
- B. FOUND MONUMENTATION AND EXISTING FEATURES.

CARROLL ENGINEERING CORPORATION DID NOT PERFORM A BOUNDARY SURVEY OR TITLE RESEARCH OF THE PARCEL SHOWN HEREON AND WILL NOT ACCEPT RESPONSIBILITY FOR SAME. ADDITIONAL EASEMENTS MAY EXIST. FINAL MEETS AND BOUNDS WERE BASED ON COWEN PLAN.

RECORDED AREA OF T.P.N. 36-037-008 13.3302 ACRES
CALCULATED AREA OF T.P.N. 36-037-008 13.3303 ACRES

BUILDING ENVELOPE AREA AREA IS 2.0000 ACRES



2) THE FIELD SURVEY WAS PERFORMED WITH THE MINIMUM STANDARD MEASUREMENT REQUIREMENTS FOR A CLASS "A-2" SURVEY. THESE STANDARDS ARE SET FORTH BY THE PENNSYLVANIA SOCIETY OF LAND SURVEYORS IN "THE MANUAL OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS IN THE COMMONWEALTH OF PENNSYLVANIA". SAID LOCATION AND METES AND BOUNDS ARE ASSOCIATED WITH THE ACTUAL LOCATION OF THE IRON PINS (FOUND AND SHOWN) WITH RESPECT TO THE ACTUAL PROPERTY CORNERS.

3) THE AREA LISTED ABOVE FOR T.P.N. 36-037-008 AND ALL ASSOCIATED METES AND BOUNDS SHOWN ARE SUBJECT TO CHANGE IF AN ACTUAL FIELD SURVEY WERE TO BE PERFORMED FOR THE ENTIRE TRACT.

LANDS N/A
IAN D. SAMES
N. 36-37-5-2

SURVEY CERTIFICATION

I hereby certify that I am a Registered Professional Land Surveyor, licensed in compliance with the laws of the Commonwealth of Pennsylvania, that information shown on this plan is accurate and that all markers shown actually exist in the location of the type and material as shown.

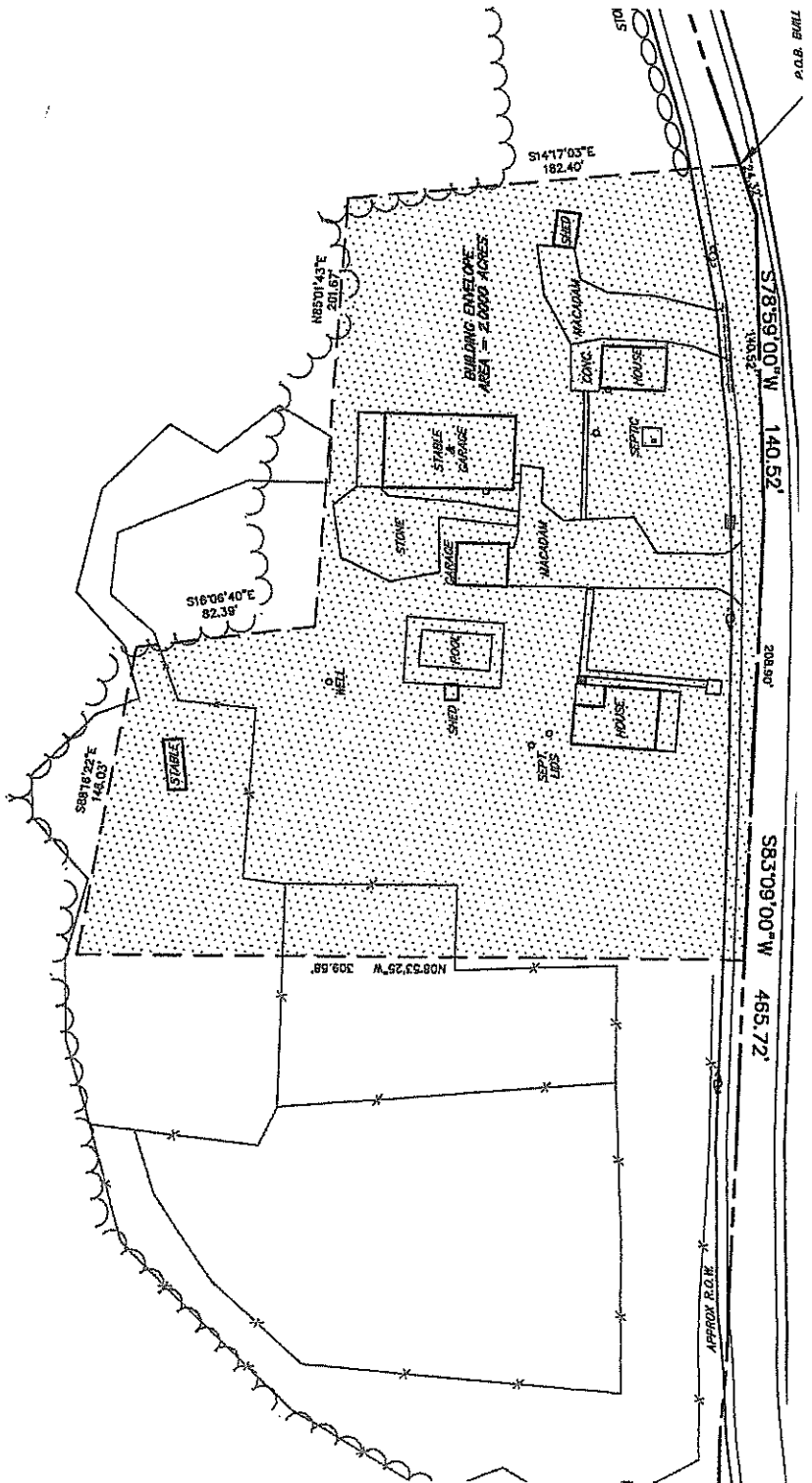


M. J. Carroll
CARROLL ENGINEERING CORPORATION

6-16-10

**RICHLAND TOWNSHIP
PRESERVATION PROGRAM**

NACE PROPERTY



BUILDING ENVELOPE
AREA = 2.0000 ACRES

HOUSE

STABLE &
GARAGE

SHED

WELL

SEPT. TANK

SEPT. TANK

STONE
GARAGE

WELL

WELL

HOUSE

HOUSE

HOUSE

HOUSE

HOUSE

HOUSE

HOUSE

HOUSE

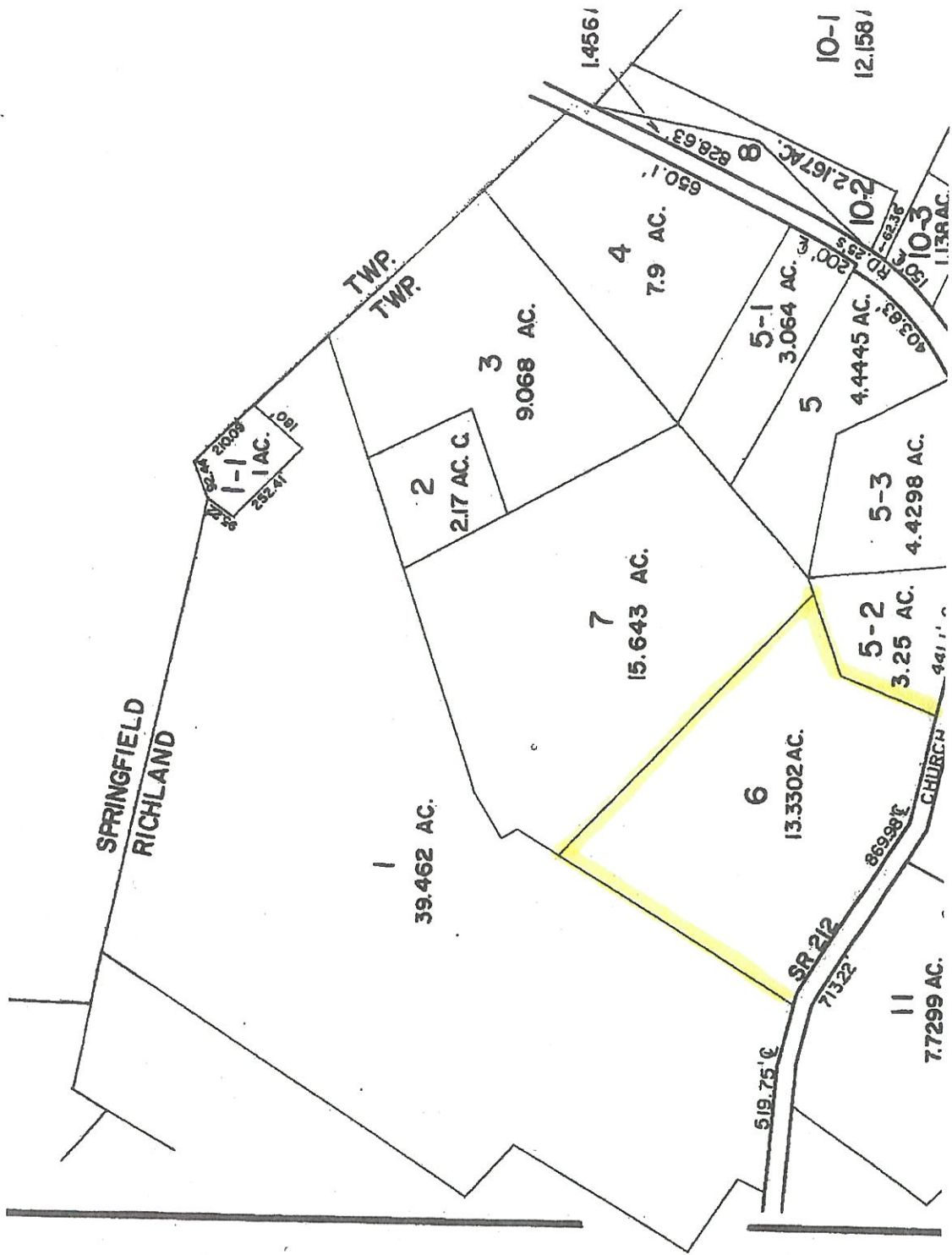
HOUSE

HOUSE

HOUSE

HOUSE

HOUSE



STAND LOCATION MAP

Bucks County, Richland Township, PA
Parcel # 36-037-006

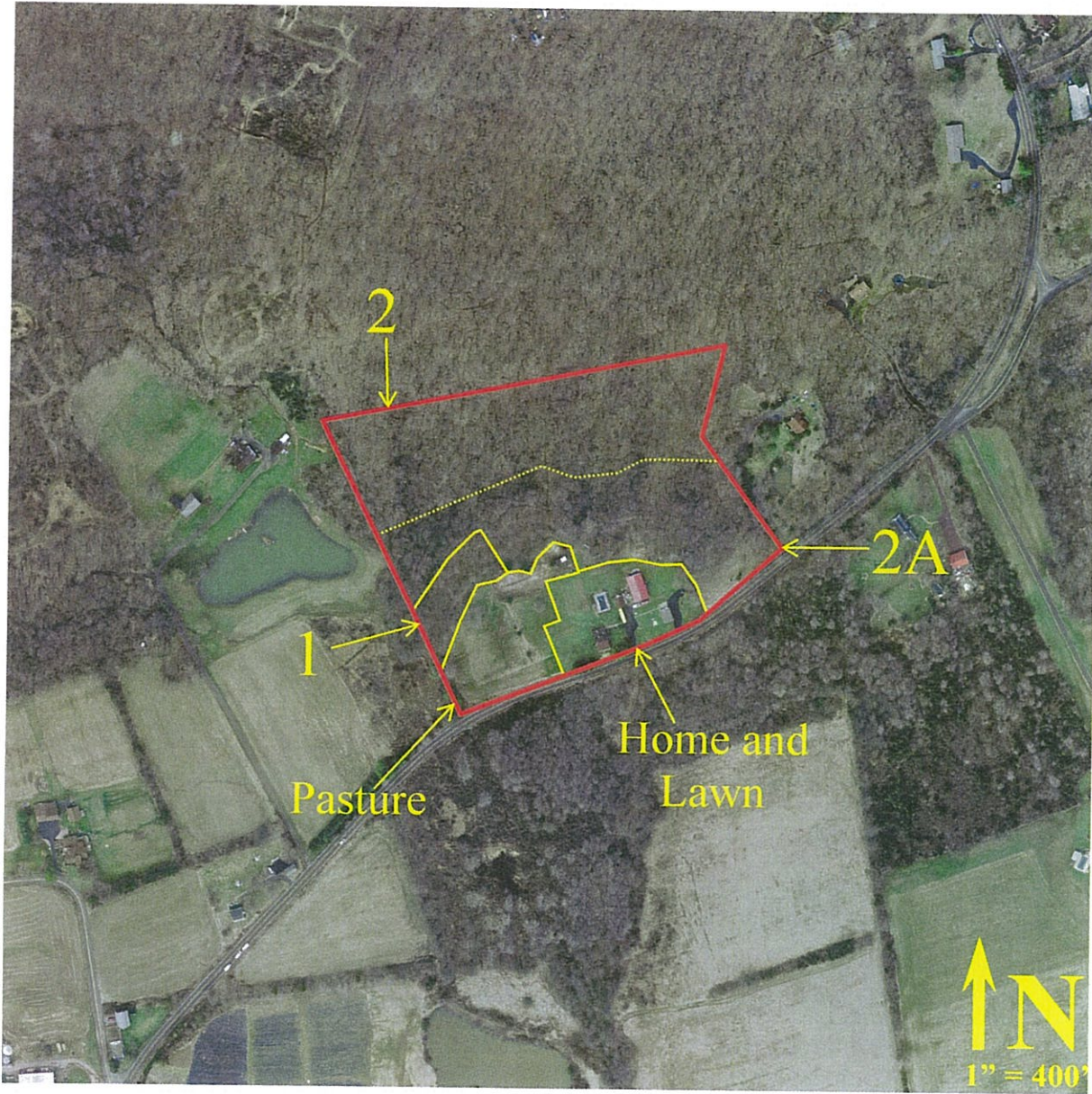


Image From: PASDA; Taken: 2006