



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
BUREAU OF FORESTRY

No. _____
Department Use Only

LEASED CAMPSITE WATER USE AGREEMENT

This Agreement made this _____ day of _____ 20____, between the COMMONWEALTH OF PENNSYLVANIA, acting through the DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, party of the first part, (hereinafter called the "Department"), and _____ party of the second part (hereinafter called the "Grantee"):

WITNESSETH WHEREAS, in accordance with Section 1 of the Act of May 21, 1923, P.L. 290, as amended, 32 P.S. § 137 and 71 P.S. § 1340.302(b), Grantee, who is the lessee and/or the agent for a group leasing a portion of state forest land under State Forest Camp Lease _____, dated _____ has applied for a Leased Campsite Water Use Agreement over and on a portion of State Forest land in the _____ State Forest in _____ Township, _____ County, in order that a _____.

NOW WITNESSETH THAT

For and in consideration of the foregoing, the parties hereto agree as follows:

1. The Department does hereby grant to the Grantee, for a term of one year and from year to year thereafter for a period beginning _____ and not to exceed _____, unless and until sooner terminated as herein after provided, the privilege of removing water from a _____ on State Forest land in _____ Township, _____ County, for domestic (recreational) use only and the further right, for that purpose, to lay, operate, remove, and maintain a _____ diameter water pipeline for said water source across State Forest land for a distance of approximately _____ feet and a width of _____ feet as shown on "Exhibit A" attached hereto and made a part hereof. Said pipeline shall be installed under ground and shall not be installed in or through a culvert pipe, bridge or etc. without a District Forester's written consent.
2. The Grantee shall pay in advance, to the Department, the first year's rental fee of _____ dollars (\$ _____). Should the Grantee's cabin be sold and said campsite lease subsequently transferred, the application fee will be assessed to the new lessee. There is no annual fee assessed for the use of water or for this agreement. However, should this Agreement be renewed, transferred, or assigned, a renewal or first year's rental fee will be assessed.
3. This Agreement shall remain in effect for the term of said campsite lease, which expires on _____, at which time this Agreement will expire as well. Should said campsite

lease be terminated or canceled prior to its termination date, this agreement will automatically terminate and the Grantee will be required to remove said water line within ninety (90) days after termination.

Renewal of this Agreement is not automatic and will require the Grantee to request the renewal of this Agreement.

4. Renewal of this Agreement will be required at the time of the renewal of the subject Campsite Lease. At each renewal, Grantee will be required to pay in advance, to the Department, a renewal fee of _____ dollars (\$_____). The Department may increase the renewal fee at the end of any annual term hereof, provided that the Department gives the Grantee sixty (60) days advance written notice of such increase at the last known address of the Grantee.

5. Grantee agrees to construct and maintain the water system in an orderly manner and must ensure that water from the source will be accessible to the public. Grantee's operations under this Agreement shall at all times be in a manner to prevent erosion, sedimentation and other pollution of the environment. In the event Grantee's operations cause pollution or other damage to the environment, Grantee shall be held strictly liable. In the event of any damage to the environment on or adjacent to the portion of land covered in this agreement, the burden shall be on Grantee to prove that the Grantee's conduct was not the cause, direct or indirect.

6. No exclusive rights to the water are hereby granted or implied.

7. Grantee agrees to prevent any unnecessary waste of the water obtained. Grantee also acknowledges that any water transported to or used on the leased campsite must be properly disposed of in accordance with the Pennsylvania Sewage Facilities Act (Act 537). Failure to comply with sewage enforcement regulations and or any regulations promulgated under said Act with regards to disposal of sewage, including gray water, will result in the immediate termination of this agreement and require the removal of the water system from state forest lands and could be grounds for termination of Grantees campsite lease.

8. The Department may terminate this Agreement and require the Grantee to disconnect and/or remove the water line at any time upon thirty (30) days notice. The Grantee may terminate this Agreement at any time by providing the Department with thirty (30) days advance written notice of such intention to terminate.

9. The Department assumes no responsibility regarding the privileges herein granted nor is an adequate flow of water or water of usable quality guaranteed. Grantee assumes all risks associated with the use of untreated water obtained from State Forest land.

10. The Grantee shall at all times hereafter indemnify and save harmless the Commonwealth from and against any and all detriment, damage, loss, claims, demands, suits, costs, and expenses not herein provided for which the Commonwealth, may suffer, sustain or be subjected to directly or indirectly, by reason of the use of the said roads by the Grantee.

11. This Agreement shall be legally binding on the parties hereto, their heirs, administrators, executors, successors, camp members, and assigns. No assignment of this agreement in whole, or in part, can be made without prior written approval of the Department.

12. Lessee agrees to not connect pressurized or piped water to the cabin.

IN WITNESS WHEREOF, the parties hereto have signed these presents as of the day and year hereinbefore written.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
BUREAU OF FORESTRY

WITNESS:

By _____
State Forester

WITNESS:

By _____
Grantee

By _____
Grantee

Approved as to legality and form:

By 7D-FA-18.0 6/14/2013
Office of Attorney General

By _____
Chief / Assistant Counsel - DCNR

SAMPLE