**Required Language for Conservation Easements funded by DCNR under the**

**Community Conservation Partnership Program (C2P2)**

*Conservation Easements funded by DCNR must follow the* [*WeConservePA*](https://conservationtools.org/)[*Model Grant of Conservation Easement*](https://conservationtools.org/library_items/323-Model-Grant-of-Conservation-Easement-and-Declaration-of-Covenants-7th-edition)*. The following provisions must be included as part of any conservation easement acquired or used as match under the Community Conservation Partnership Program (C2P2).*

## 1.08 Beneficiaries

This Conservation Easement does not confer any rights or remedies upon any Person other than Owners, Holder, and Persons (the “Beneficiaries”), if any, specifically named in this Conservation Easement. No other Persons are vested with any rights, whether arising under this Conservation Easement or otherwise under Applicable Law. State of Pennsylvania as a Beneficiary.

The Pennsylvania Department of Conservation and Natural Resources (the “Department”) has provided assistance for the acquisition of this Conservation Easement as it applies to the Highest Protection Area.

1. The rights and powers vested in the Department as Beneficiary of this Conservation Easement are set forth in Article V and may be enforced by the Department and its successors, in perpetuity.
2. The Department’s rights as a Beneficiary shall not be diminished or otherwise affected by any other provision in this Conservation Easement, including any attached Exhibits. Any inconsistencies between this subsection and any other provision in this Conservation Easement shall be resolved in favor of this section.

## 6.06 Public Value and Use

Public Value and Use detailed in the DCNR grant application and agreed to as part of the grant to acquire this Conservation Easement.

## 6.07 Nonconversion/Beneficiary

This conservation easement was either acquired with, or donated as a match for, funds provided by the Pennsylvania Department of Conservation and Natural Resources (“Department”) under the Keystone Recreation, Park and Conservation Fund Act, the act of July 2, 1993, P.L. 359, No. 50 (“Act”). This easement is a conservation servitude over the property in perpetuity and as such is binding on all current and subsequent easement holders and their personal representatives, successors and assigns. The Department and its successors have the following rights with respect to this easement: a) the right to compel transfer of Holder’s rights and duties under this easement to another Qualified Organization should Holder fail to uphold and enforce in perpetuity the restrictions applicable to the State Program Area or to other portions of the Property to the extent that Holder’s failure to enforce the easement materially adversely affects the State Program Area; b) a right of prior approval of any amendment of this easement to determine whether the amendment permits uses of the State Program Area not permitted under the State Program or permits uses of other portions of the Property in a manner that would materially adversely affect the State Program Area; c) a right of prior approval of any transfer of Holder’s rights and duties under this easement with respect to the State Program Area; and d) the right to exercise the Holder’s rights and duties under this easement if Holder fails to uphold and enforce the provisions applicable to the State Program Area or to other portions of the Property to the extent that Holder’s failure to enforce the easement materially adversely affects the State Program Area.

To the extent of any conflict between the terms of (another beneficiary’s requirement) this Declaration and the requirements of the Keystone Recreation, Park and Conservation Fund Act, the act of July 2, 1993, P.L. 359, No. 50, the requirements of such Act shall take precedence.