

Model Amendment of Grant of Conservation Easement and Declaration of Covenants with Commentary

Produced by

WeConservePA

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William Penn Foundation

Colcom Foundation

Community Conservation Partnerships Program, Environmental Stewardship Fund,
under the administration of the PA Department of Conservation and Natural Resources,
Bureau of Recreation and Conservation

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Commentary updated 1/21/2021



Preface

Purpose of the Model Amendment

If changes to a conservation easement are necessary or desirable, the easement holder must decide whether to amend and restate the easement granting document in full or simply amend it. The *Model Amendment of Grant of Conservation Easement and Declaration of Covenants* is intended for use when the easement holder's decision is to simply amend.

The easement holder may prefer to simply amend if:

- The proposed change is minimal and straightforward; for example, permission to build an additional residence is to be eliminated or the parties wish to allow an existing improvement to be moved to a previously prohibited location (now recognized to be appropriate); AND
- The original grant was made relatively recently and thus uses the holder's present form or is acceptably close to it in form.

For additional discussion of when to amend versus amend and restate as well as when to record a second grant, see the "Amend or Amend and Restate?" section of the WeConservePA guide [Amending and Restating Grants of Conservation Easement](#).

If the amendment involves adding acreage to the land under conservation easement, review the WeConservePA guide [Adding to Land Under Conservation Easement](#), which describes three approaches to accomplishing this.

Customize for Original Granting Document

Many forms of easement grants exist and may become the subject of an amendment. Due to the variety of terms and provisions in these documents, each amendment based on the model must be tailored to reflect the language and concepts of the original document.

Customize for State

The model was drafted for use in Pennsylvania. It must be adapted to the laws, customs, and practices of the state in which it is to be used.

Help Improve the Model

WeConservePA welcomes suggestions for improving its guidance. Please email your comments to info@weconservepa.org.

Other Resources

WeConservePA has published many guides discussing legal and policy considerations pertaining to conservation easements and amendments of easement documents. Find them at weconservepa.org.

Nothing contained in the model and commentary is intended to be relied upon as legal advice or to create an attorney-client relationship. The material presented is generally provided in the context of Pennsylvania law and, depending on the subject, may have more or less applicability elsewhere. There is no guarantee that it is up to date or error free.

Acknowledgements

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DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

WILLIAM PENN
FOUNDATION

Colcom Foundation

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Prepared by:

Name:

Address:

Telephone:

Return to:

Name:

Address:

Tax parcel(s):



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

**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”).

1. Background

1.01 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:

Parcel identifier:

State: Pennsylvania

Acreage:

1.02 Earlier Documentation

(a) 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]*.

(b) Amendments. The original grant has not been previously amended.

1.03 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.

1.04 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.

2. Changes to the Terms of the Grant

[insert changes]

3. Miscellaneous

3.01 Counterparts

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

3.02 Entire Agreement

(a) 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.

(b) 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:

- (1) 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.
- (2) Decisions of Holder in response to Owners’ requests for Holder’s review and approval of actions affecting the Property.

3.03 Incorporation by Reference

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

3.04 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:

Commentary

General Instructions

When in Doubt, Check the Commentary. The purpose of each provision is explained and, sometimes, alternative approaches are described and optional provisions provided.

Adding Land to the Easement. If the amendment involves adding acreage to the land under conservation easement, read the WeConservePA guide [Adding to Land Under Conservation Easement](#), which describes three approaches to implementation and review the section “Using the Model to Add Land to the Conservation Easement” at the end of this commentary.

Guides and Models. Unless otherwise noted, all guides and model legal documents referenced in the commentary are published by the WeConservePA. Thanks to WeConservePA’s financial supporters, these are available free of charge at weconservepa.org.

Structure Tracks Model. The model follows a simple outline structure, and the commentary follows the same pattern to make cross-referencing easy. A heading preceded by a number in the commentary refers to the same-numbered paragraph in the model.

Get Legal Counsel. The model and this commentary should not be construed or relied upon as legal advice or legal opinion on any specific facts or circumstances. The model must be revised to reflect the specific circumstances of the particular project. Any document drafted with assistance of the model should be completed with the guidance of legal counsel to ensure that the document accomplishes what is intended without unintended consequences.

Disclaimer Box. Once a document based on a model has been prepared or reviewed on behalf of the Holder by an attorney licensed to practice law in the applicable state, you may delete the box at the end of the model that begins “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...”

Tailor to the State. The model was drafted for use in Pennsylvania. It must be adapted to the laws, customs, and practices of the state in which it is to be used.

Updates. Check weconservepa.org periodically for updates to the models.

Recording

Space for Recording Information. The top of the first page of the model provides space for information required by some county recording offices: the name and address of the preparer, the person to whom the document is to be returned, and the tax parcels of the real estate to which the document pertains. If the information is unneeded or undesirable in a particular county, delete the text but keep the lines to preserve a 3-inch margin at the top of the first page.

Margins. Minimum margin requirements vary among counties; however, a typical requirement is a 3-inch margin at the top of the first page of any document presented for recording and 1-inch margins on the left, right, and bottom margins. (However, page numbers may be less than an inch from page bottom.) Many counties require that documents presented for recording must be printed on 8.5-inch by 11-inch paper. The models are formatted to conform to these specifications.

Preparer Information. Pennsylvania law does not require that a lawyer or law firm be identified as the preparer of the document; however, non-lawyers preparing easement documents must take care to comply with applicable legal and ethical standards.

Staff. A non-lawyer employed as staff by the Holder or Owners (i.e., a party to the transaction) may prepare the easement document and be named as the preparer.

Non-staff. Non-lawyers who are not staff of one of the parties with an interest in the transaction may not provide legal documents for transactions. Producing such documents for others constitutes the unauthorized practice of law.

Ethical standards. See the note “Get Legal Counsel” above. Do not identify a lawyer as the “preparer” if the lawyer did not, in fact, prepare the particular document or review the changes made by someone else. Lawyers and other professionals, such as architects and engineers, are legally and professionally responsible for the work they produce for clients. Legal review is required for conformance with Land Trust Standards and Practices.

Title

Match Original Title. The model is called “Amendment of Grant of Conservation Easement and Declaration of Covenants,” but, to assure proper referencing in the public records, substitute the title of the original grant for “Grant of Conservation Easement and Declaration of Covenants.”

Numbering. It is helpful, but not necessary, to identify the amendment by number, for example, the “First Amendment of” to facilitate future reference if there is a second or a third.

Opening Section

Parties. The “undersigned Owner or Owners” are the persons who own the Property as of the Amendment Date. The “Holder” is the organization that holds the conservation easement as of the Amendment Date. The commentary to §1.02(a) explains what to do if the Holder is not the recipient of the original grant.

Amendment Date. As a general rule, the Amendment Date is the date the parties sign the amendment, in recordable form, and the document is delivered for recording in the public records. At a formal in-person closing with a title company or attorney who will immediately record the document, that date is easily established and filled in on all copies of the document. When the document is not being simultaneously signed and immediately recorded, care must be taken to assure that the Amendment Date reflects the understanding of both parties as to the date the Grant is permanently changed by the amendment. For optional provisions to address the issue, see the commentary to §3.01.

I. Background

I.01 Property

Exhibits. Include the property description as in the original grant.

Less Than Entirety. If less than the entirety of the Property was eased, add and reference an exhibit providing a description of the eased area defined as in the original grant (for example the “Conservation Area”) and substitute that term for the “Property” in the amendment.

Applicable to a Portion of Eased Area. Sometimes an amendment applies only to a portion of a larger area subject to the conservation easement. (For example, an eased property is subdivided resulting in a single easement document applying to two parcels, each owned by

different people; subsequently, there is cause to change the terms of the easement grant as it pertains to one parcel but not the other.) In such case, a description of the area covered by the amendment is attached as an exhibit to the amendment and appropriately identified, for example, the “Affected Lots.” That term will be substituted for references to the Property throughout the remainder of the amendment. Similarly, the undersigned Owner or Owners will be identified as the owners of the Affected Lots.

A discussion of potential legal issues arising from amendments applicable to only a portion of an eased area is outside the scope of this commentary; however, assuming the parties are satisfied that the amendment is valid and properly authorized, they may want to consider adding to the Background section a brief explanation of the rationale for that conclusion.

I.02 Earlier Documentation

(a) Original Grant

Change in Owners. If the undersigned Owner or Owners are not the same persons who signed the original grant, a recital of the chain of title transfers linking the original grantors to the present Owners is customarily added to the end of the legal description attached as exhibit A. While not necessary, recitals of the derivation of Holder’s interest provide a useful summary establishing the priority and enforceability of the Grant.

Change in Easement Holder. If the easement holder has changed since the original grant, and if desired, add a reference to the transfer of the Grant from the original grantee to the current Holder. For example:

The original grant was transferred to Holder by [insert name of assigning document] dated ____ and recorded in the public records in [insert recording information].

(b) Amendments

Prior Amendments. If the original grant has been previously amended, substitute the following:

Prior to the Amendment Date, the original grant was amended as follows: [insert name of amendment document] (the “First Amendment”) dated ____ and recorded in the public records as [insert recording information].

If applicable, add recitals for a “Second Amendment” and so on.

I.03 Definitions

Grant. Using the term Grant as defined in this section eliminates potential ambiguity about which version of the text of the Grant is referenced in any provision of the amendment.

Additional Definitions. As appropriate, add definitions of terms that are introduced in the amendment or that were previously undefined in the Grant to provide clarity. Also, substitute new definitions if previous definitions are inadequate.

I.04 Superior to All Liens

Assure Survival in Foreclosure. If the amendment operates as a grant of additional easement rights to Holder (for example, it grants the conservation easement over additional acreage or extinguishes a development right held by the Owners under the Grant), then it is prudent for Holder to obtain assurance that the easement, as amended by the amendment, will survive foreclosure or other action by a mortgage holder. This topic is addressed in the guide [Pre-Existing Mortgages in Easement Transactions](#) under the topic “Easement Amendment.”

OPTION: ADD SECTION PROVIDING RATIONALE FOR AMENDMENT

The amendment will be available on the public record to a variety of readers, present and future. Some easement holders choose to avail themselves of the opportunity to explain why

the changes included in the amendment were found to be reasonable and appropriate, Examples of content that could be placed in a new section 1.0_ “Rationale for Amendment”:

Holder has entered into this amendment because it has concluded that the amendment (a) does not diminish in a material way the protections on natural and scenic resources set forth in the original grant; (b) furthers the Conservation Objectives of the original grant; and (c) otherwise complies with Applicable Law and Holder’s policy on amendment of easements.

Holder has concluded that the amendment advances the conservation purposes of the original grant and is not harmful to the natural or scenic resources protected by the original grant.

Holder agrees to this amendment because it enhances the enforceability of the easement’s terms and easement administration by clearly stating the limitations on future use and development agreed to by Owners and Holder.

This amendment brings easement administration practices into conformity with Holder’s current practices, which more effectively and efficiently serve to uphold the Conservation Objectives than the Holder’s older practices.

Holder enters into this amendment because it strengthens the protection of natural and scenic resources in part protected by the Conservation Easement by defining as the Conservation Objectives the protection of the specific resource values within the Property intended to be protected by the Conservation Easement.

The Holder has made all requisite inquiry and is satisfied that, first, this amendment significantly advances Holder’s charitable purpose of protecting natural resources, and, second, that any benefit to the Owners or other private interests that may accrue from the amendment does not constitute an impermissible private benefit under tax rules.

OPTION: ADD SECTION PROVIDING FOR FEDERAL TAX BENEFITS

If the amendment will deliver increased conservation protections for the benefit of the public and a diminution in the fair market value of the land subject to the Conservation Easement, it may be possible for the amendment to qualify as a charitable gift for federal tax purposes. That topic is outside the scope of discussion of this commentary; however, if there is the potential for recognition of a charitable gift, check that the Grant includes all of the provisions required by tax rules and is otherwise written to support such recognition. (Most necessary provisions are contained in §1.07 of the [Model Grant of Conservation Easement and Declaration of Covenants](#), but the list is not inclusive and those preparing an amendment must take care to avoid provisions that might run afoul of the tax rules.

2. Changes to the Terms of the Grant

Clarity

An amendment without restatement is likely to require only a few changes. The drafting challenge of amendment without restatement is to describe each change so that it is clear both on its face and when read in conjunction with the text of the document it is modifying. The nature of the change often will suggest favoring one of three pathways to describing it:

1. **Description as Approved.** A change may be clear on its face by simply describing it as approved by the Holder; for example:

Owners may expand impervious coverage associated with the barn from 15,000 sf. to 20,000 sf.

2. **Substitute Sentences or Parts of Sentences in Original Grant.** Another approach is to change the text of the original grant substituting words or phrases to reflect the change; for example:

The second sentence of §2.1 of the original grant is modified to substitute 20,000 for 15,000.

3. **Restate Section of the Grant in Which the Change Occurs.** Readers tasked with reading several documents together are often best served when the entire section (or at least the entire sentence) in which a change occurs is restated in full. Besides enhancing comprehension for the reader, restatement may point up inconsistencies between the changed language and other language in the text. Using the above example, if the entire section on impervious coverage is restated, it may become apparent that the increase as to the barn results in a possible ambiguity: did the Holder intend to increase the overall impervious coverage by 5,000 sf. as well as the barn? Or was the intent that the increase as to the barn decreased remaining availability of impervious coverage for other improvements? Careful drafting of an amendment requires careful checking of the Grant to eliminate potential inconsistencies and ambiguities.

SAMPLE CHANGE: REVISED EASEMENT PLAN

2.0__ The following subsection is substituted in full for subsection 2.0__ of the original grant:

Transfer of Lots. Attached as exhibit B to this amendment is a revised Easement Plan showing the division of the Property into Lot A containing ___ acres and Lot B containing ___ acres. The Easement Plan has been approved by Holder after Review as provided in section ___ of the original grant. Lot A and Lot B may be separately owned and transferred from and after the Amendment Date.

Substitute Easement Plan in Full. This sample provision substitutes the attached Easement Plan for the Easement Plan incorporated into the original Grant. Another approach is to redefine the Easement Plan in §1.03's definitions as follows:

“Easement Plan” means, from and after the Amendment Date, the plan prepared by ___ dated ___ attached to this amendment as exhibit B.

Consistency. Maintain consistency between names referred to in amendments and names in original Grant. If the plan was called a “conservation plan” (rather than “easement plan”) in the original Grant, then use “conservation plan” in the amendment.

SAMPLE CHANGE: ESTABLISHMENT OF MINIMAL PROTECTION AREA

2.0__ Section 2.0__ of the Grant is amended to add the following new subsection:

Establishment of Minimal Protection Area B. The First Amendment permitted the subdivision of the Property into Lot A and Lot B but did not at that time establish the location of Minimal Protection Area B within Lot B. The Supplement to Easement Plan attached to this Second Amendment identifies the approved location of Minimal Protection Area B within Lot B.

Also, add to §1.03 the following definition:

“Easement Plan” means, from and after the Amendment Date, the Supplement to Easement Plan together with the original Easement Plan.

Supplement to Easement Plan. In this sample, the attached plan adds to, but does not replace, the original plan.

OTHER CHANGES

Updating Notice

Means of communication may have changed since the date of the original grant. Names and addresses for notices also change. Always check the notice provision in the Grant and update it to reflect Holder's most recent form of notice provision. For sample language, see §8.01 of the [Model Grant of Conservation Easement and Declaration of Covenants](#).

Other Administrative Provisions

Review the Holder's most recent form of easement granting document and check to see if any important provisions need updating (or inclusion) in the Grant. For example, older documents often lack provisions for payment or reimbursement of costs and expenses and for an indemnity by Owners for claims asserted against Holder.

3. Miscellaneous

3.01 Counterparts

Parties to an amendment may prefer a less formal process than is commonly used with the grant of a new easement. Owners and Holder may prefer the convenience of signing and exchanging an amendment by mail or other means of delivery. This section allows exchange of signed counterparts in lieu of an in-person closing. While convenient, care must be taken to avoid uncertainty or unfairness as to the date the amendment became effective.

Avoiding Uncertainty. If a dispute arises between Owners and Holder about the version of the Grant in effect on a certain date, it will not be easily resolved if the parties signed on different dates or delivered to each other on different dates or filled in the Amendment Date differently. Even worse, only one party may have signed on the critical date in dispute.

Assuring Fairness. Amendments are sometimes delivered in circumstances of diminished trust and confidence between the parties, for example, in settlement of a dispute. In such cases, the parties may be reluctant to deliver their signed documents unless they simultaneously receive one from the other. Neither wants to be bound by what they have given up under the amendment unless they are certain the other party is also bound to honor their compromises as well.

Approaches for Addressing Problems. One approach to address these problems is to expand §3.01 "Counterparts" as set forth immediately below. Another approach is the delivery to a trusted third party as described in the "Escrow Delivery" commentary below.

The Amendment Date is the date each party has received a counterpart of the amendment, in recordable form, signed by all other parties. The counterpart may be a photocopy or electronic copy if an original, or other recordable form, is delivered for recording in the Public Records. The party, or agent for the parties, delivering the original amendment for recording is authorized to fill in the Amendment Date on the document to be recorded.

Escrow Delivery. Another procedure to address potential pitfalls of informal exchange of amendment documents is to deliver counterparts to a trusted person (for example, a title company or attorney) with a letter of instruction requiring them to hold the documents until fully executed counterparts are received from all parties, at which time they are authorized to fill in that date as the Amendment Date and deliver for recording in the public records.

3.02 Entire Agreement

Purpose. This provision serves to eliminate possible disputes going forward regarding the potential validity of any particular statement or writing pre-dating the amendment.

(a) General Rule

Prior Statements and Writings Superseded. Pre-existing statements and writings, whether informal or formal, do not survive the terms written in the Grant as amended.

(b) Survival of Listed Prior Writings

Surviving Documents. The provision recognizes that certain pre-existing documents may, as a general rule, reasonably be expected to survive the amendment.

Other Pre-Existing Documents Remaining in Effect. The provision may be expanded to preserve certain documents not included in the categories named in the default provision. For example, add the following item (3) to the existing provision:

Holder's letter of _____ interpreting the terms of the Grant and its application to the circumstances described in such letter.

Pre-Existing Documents Not Remaining in Effect. A document that would otherwise remain effective under the default provision may be excluded from its operation (and, thus, no longer be effective after the Amendment Date); for example, add to the end of 3.02(b)(2):

except for Holder's notice of Approval dated _____.

3.03 Incorporation by Reference

Omit if no exhibits are attached or incorporation into the amendment has been earlier addressed.

3.04 Binding and Enforceable

This section removes any possibility, however remote, of a claim that the Grant has, over time, become invalid or unenforceable or is no longer binding upon or benefitting the undersigned persons and all who succeed to their respective interests.

OPTION: ADD SECTION ADDRESSING APPROVAL BY A THIRD PARTY

If a person other than Holder and Owners has a right to approve the amendment, this may be addressed in a new section; for example:

3.05 Third-Party Approval

_____ County, a third-party beneficiary of the Conservation Easement, has approved this amendment by [name of document] dated [insert date].

Closing Matters

Closing Recital. When a person making a promise gets nothing of value in return – receives no *consideration* – the law may not require the promise to be kept. The phrase *intending to be legally bound* is a valid substitute for consideration in the Commonwealth of Pennsylvania (but not necessarily other states).

Witness/Attest. It is good practice but not necessary for validity or recording to have a document witnessed or, if a corporation, attested by the secretary or assistant secretary.

Using the Model to Add Land to the Conservation Easement

First, Review Guide. The guide [Adding to Land Under Conservation Easement](#) provides background and analysis on the issues arising when the Owners and Holder desire to expand the land subject to an existing conservation easement. The guide provides three approaches to implement that desire. If, after review of the guide, the amendment approach is selected, then follow the instructions set forth below.

Title. Expand the title of the document to reference the granting of an easement on additional land, e.g.:

First Amendment of Grant of Conservation Easement and Declaration of Covenants (including Grant of Conservation Easement on Additional Land)

Caption: Noting Additional Tax Parcel. If the amendment adds land in a tax parcel not previously subject to the Conservation Easement, add the tax parcel number to the listing of tax parcel numbers in the caption to the document.

Caption: Notice. Consider adding a caption for notice purposes, e.g.:

Notice: This amendment grants a conservation easement over the additional Property described in exhibit A-2 in addition to the original Property described in the original Grant.

Modify Section 1.01 “Property”

Replace the opening of section 1.01 with the following text:

Property. As of the Amendment Date, the undersigned Owner or Owners are the sole owners in fee simple of the land described in exhibit A-1 (the “original Property”) and the land described in exhibit A-2 (the “additional Property”). The original Property and the additional Property are referred to, collectively, as the Property from and after the Amendment Date. The Property is also described as:

Insert street address(es), parcel identifier(s), etc. that describe the entirety of the Property—both the original Property and the additional Property.

Add Section 2.0__ “Addition of Land to the Conservation Easement.”

Easement; Covenants. Insert subsection 2.0__ (a) as follows:

(a) Easement; Covenants. As of the Amendment Date, the undersigned Owner or Owners grant and declare the following easement and covenants on the additional Property:

- (1) Grant of Easement.** The undersigned Owner or Owners grant and convey to the Holder an unconditional and perpetual conservation easement over the additional Property on the same terms and conditions, and for the same purposes, as the conservation easement granted by the original Grant except as otherwise set forth in this amendment. The conservation easement granted with respect to the original Property and that granted with respect to the additional Property by this amendment are a single, unified easement on the entirety of the Property.
- (2) Covenants on additional Property.** By this amendment, the undersigned Owner or Owners, declare that the additional Property is subject to the covenants set forth in the original Grant as amended by this amendment.

Easement Plan. Insert subsection 2.0__(b) as follows:

(b) Easement Plan. Attached as exhibit B is an amended Easement Plan showing the entirety of the Property and the location as of the Amendment Date of the

Highest Protection Area, the Standard Protection Area, and the Minimal Protection Area.

Conservation Objectives. Add a subsection 2.0__ (c) if needed to modify the Conservation Objectives set forth in the original Grant to include resources specific to the additional Property and not mentioned in the original Grant.

Baseline Documentation. Insert subsection 2.0__(d) as follows:

(d) Baseline Documentation. As of the Amendment Date, the undersigned Owner or Owners and Holder have signed an acknowledgment of the accuracy of a report of the condition of the additional Property as of the Amendment Date. That report is, by this amendment, incorporated into the Baseline Documentation under the Grant.