October 27, 2020 Changes to the
Model Grant of Conservation Easement and Declaration of Covenants

WeConservePA added a new subsection under 8.09 “Guides to Interpretation”:

(f) **Interpret in Favor of Conservation Objectives.** If any provision of this Grant or any writing submitted to or issued by or on behalf of Holder in connection this Grant is vague, ambiguous or may be interpreted or construed to favor an interest other than Holder’s, such provision is to be given the interpretation or construction most favorable to Holder’s interest in the Conservation Easement.*

WeConservePA made a minor clarification to 7.06 “No Fault of Owners.” It reads as follows:

Holder will waive its right to reimbursement under this article in regard to a violation as to Owners (but not other Persons who may be responsible for the violation) if Holder is reasonably satisfied that the violation was not the fault of Owners and could not have been anticipated or prevented by Owners by reasonable means.

* The commentary to 8.09 (f) reads as follows:

**Purpose.** To resolve disputes concerning the interpretation of an easement or covenant, courts developed a rule favoring the landowners’ right to use their land free of burdensome restrictions. The Conservation and Preservation Easements Act reverses that preference for conservation and preservation easements in Pennsylvania, but many state statutes lack such a provision. The model provision both helps to address this gap outside of Pennsylvania and assures that that the Grant will continue to be interpreted as agreed in the Grant even if the Conservation and Preservation Easements Act were to be changed in the future.