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Description automatically generatedPrepared by:**

Name:

Address:

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

Telephone:

**Return to:**

Name:

Address:

**Tax parcel(s):**

Assignment of

Grant of Conservation Easement

and Declaration of Covenants

THIS ASSIGNMENT OF GRANT OF CONSERVATION EASEMENT AND DECLARATION OF COVENANTS dated as of \_\_\_\_\_\_\_\_\_\_\_ (the “Assignment Date”) is by and between \_\_\_\_\_\_\_\_\_\_\_\_ (the “Assignor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Assignee”).

# Background

## The Conservation Easement

Assignor is the holder of a conservation easement established under the terms of the Grant of Conservation Easement and Declaration of Covenants (the “Grant”) identified as follows:

Grant Date:

Recording Date:

Recording Office:

Recording Information:

## Property Encumbered by the Easement

The conservation easement encumbers the real property (the “Property”) identified as follows and more fully described in the attached exhibit captioned “Property Description” (which is incorporated into this assignment by this reference):

Street address:

Municipality:

County: State: Pennsylvania

Parcel identifier: Acreage:

## Assigned Interests

The following items are referred to in this assignment, collectively, as the “Assigned Interests”:

#### The Grant, the conservation easement established upon the Property by the Grant, and all other rights, powers, and interests of the holder as set forth in the Grant or any document executed in connection with the Grant.

#### The baseline documentation, the title policy, and any other policies insuring the interests of holder with respect to the conservation easement or the Property; and all documents, agreements, instruments, reports, correspondence, waivers, amendments, notices, memoranda, messages, and other records, data, and information pertaining to the Property, the Grant, or other items described in this section.

#### All funds, cash or non-cash, held by or on behalf of or in trust for Holder pertaining to the Property or other items described in this section; all rights of Assignor to payment or reimbursement of any liability, loss, cost or expense arising from or pertaining to any of the items described in this section; and all accounts, promises to pay or contribute funds and other debt obligations now or in the future due or coming due with respect to the Property or other items described in this section.

# Assignment

## Covenants and Representations

### Assignee. Assignee covenants and represents that it meets the criteria of a qualified organization under Section 170(h) of the Internal Revenue Code of 1986; is duly authorized to acquire and hold conservation easements under Pennsylvania’s Conservation and Preservation Easements Act; is committed to upholding the conservation objectives described in the Grant; and has obtained all requisite approvals for acceptance of the rights and responsibilities of the holder as set forth in the Grant.

### Assignor. Assignor covenants and represents that it has obtained all requisite approvals for the transfer of the conservation easement and its rights and responsibilities set forth in the Grant to the Assignee including such approval, if any, as is required to be obtained from a beneficiary named in the Grant or other holder of a third party right of enforcement with respect to the conservation easement. Assignor warrants and represents to Assignee that Assignor has no knowledge of any violation of any term, covenant, or restriction set forth in the Grant or other document or commitment included in the Assigned Interests has occurred as of the Assignment Date and remains uncured.

## Assignment and Acceptance

By signing this document Assignor and Assignee agree that as of the Assignment Date:

### Assignor Conveyance. Assignor assigns, transfers, and conveys to Assignee the conservation easement and all rights, powers, and interests of Assignor with respect to the Property, the Grant, and other Assigned Interests; and

### Assignee Acceptance. Assignee assumes and agrees to perform all duties of Assignor as the holder of the conservation easement as set forth in the Grant or as party to other documents included in the Assigned Interests.

## Release

As of the Assignment Date, Assignor is released from its duties as holder of the conservation easement as set forth in the Grant and as party to other documents included in the Assigned Interests.

# Miscellaneous

## Counterparts

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

IN CONSIDERATION OF THE PAYMENT OF $1.00 AND INTENDING TO BE LEGALLY BOUND, the Assignor and the Assignee have signed and delivered this assignment as of the Assignment Date.

|  |  |
| --- | --- |
| Attest:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | NAME OF ASSIGNOR  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | NAME OF ASSIGNEE  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: |

This document is based on the **Model Assignment of**

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

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Nothing contained in the model, 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:

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:

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: