

**TOWNSHIP OF LOWER NAZARETH
NORTHAMPTON COUNTY, PENNSYLVANIA**

RESOLUTION NO. LNT-28-25

**A RESOLUTION AUTHORIZING THE APPROPRIATION OF
APPROXIMATELY 23.322 ACRES OF LAND IDENTIFIED AS A
PORTION OF TAX PARCEL NO. L7-3-2-0418, FOR CONSERVA-
TION EASEMENT AND AUTHORIZING THE FILING OF A
DECLARATION OF TAKING AND ALL NECESSARY ACTION FOR
THE ACQUISITION THEREOF.**

WHEREAS, the Board of Supervisors of Lower Nazareth Township, pursuant to authority granted it under the Second Class Township Code, Act of May 1, 1933, P.L. 103, No. 69, Section 101, et seq., as reenacted and amended, the Eminent Domain Code, Act of June 22, 1964, Special Session, P.L. 84, Article I, Section 101, et seq., and the Open Space Acquisition and Preservation Law which amended the Pennsylvania Conservation and Land Development Act, Act of January 19, 1968, as amended, contemplates the acquisition of lands for the purposes of the preservation of open space; and

WHEREAS, the Lower Nazareth Township Official Map adopted by the Board of Supervisors of Lower Nazareth Township on December 9, 2020, Ordinance No. 236-12-20, designating the above-referenced parcels as land proposed for development rights acquisition and the Board of Supervisors of Lower Nazareth Township deem it in the public interest, consistent therewith, to acquire a conservation easement thereon.

NOW, THEREFORE, be it resolved that the Township of Lower Nazareth, Northampton County, Pennsylvania, in accordance with the authority conferred by law, selects and appropriates for the purposes of a conservation easement the following property:

All those certain tracts or parcels of land more particularly described in Exhibit "A," attached hereto, and made a part hereof consisting of approximately 23.322 acres of land, more or less, subject to all easements, conditions, rights and/or agreements (if any) of record and as depicted on the Conservation Easement Plan, attached hereto, made a part hereof, and marked Exhibit "B" as prepared by Carroll Engineering.

RESOLVED, that title to be acquired shall be that of a conservation easement in the format and form as attached hereto, made a part hereof, and marked Exhibit "C."

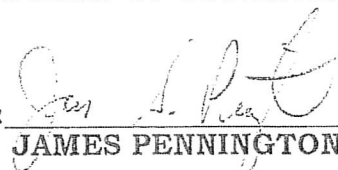
RESOLVED, that the Lower Nazareth Township Solicitor and its proper officers are hereby authorized to file a Declaration of Taking and such other proceedings as may be necessary or desirable to carry out the purpose of this Resolution.

RESOLVED, that the institution of such proceedings, and any damages which may be agreed upon or awarded to any party in interest, including the owner of said property, and located within the area shall be paid out of the funds of Lower Nazareth Township, in accordance with law.

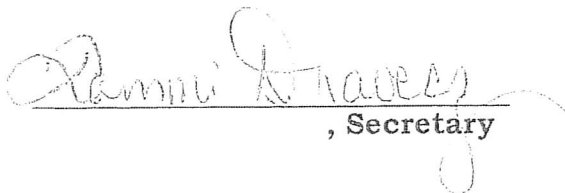
DULY RESOLVED this 13th day of August, 2025.

**LOWER NAZARETH TOWNSHIP
BOARD OF SUPERVISORS**

BY:


JAMES PENNINGTON, Chairman

ATTEST:


, Secretary

**METES AND BOUNDS DESCRIPTION
CONSERVATION EASEMENT**

Exhibit "A"

CONSERVATION EASEMENT PLAN

Exhibit "B"



Carroll Engineering Corporation

949 Easton Road
Warrington, PA 18976
(215) 343-0875 • Fax (215) 343-0875
www.carrollengineering.com



**METES AND BOUNDS DESCRIPTION
CONDEMNATION AREA
ACROSS A PORTION OF
MAP L7, BLOCK 3, LOT 2
TOWNSHIP OF LOWER NAZARETH
NORTHAMPTON COUNTY, PENNSYLVANIA**

BEGINNING at the intersection formed by the easterly legal right-of-way line of Nazareth Pike (AKA State Route 0191) (60' wide legal) (70' wide ultimate) with the dividing line of parcels L7-3-2 and L7-3-2A1, said point also being the northwesterly most corner of parcel L7-3-2, and from said beginning point running, thence;

- 1) Along said easterly legal right-of-way line, North 22°35'21" East, a distance of 893.79' to a point in the dividing line of parcels L7-3-2 and L7-3-2C, thence;
- 2) Along said dividing line, South 89°40'28" East, a distance of 748.95' to a point in same, thence; through the bounds of Parcel L7-3-2 and along a proposed lot line as shown on a plan entitled, "Land Development, Record Plan, for, Apartments at, Evergreen Farms", prepared by Van Cleef, dated August 26, 2024, sheets 2 and 3 of 20:
- 3) Along said proposed lot line within the existing bounds of Parcel L7-3-2, South 22°35'21" West, a distance of 188.23' to a point in the proposed PR Access & Stormwater Easement as shown on the herein above referenced plan, thence; the following fourteen (14) courses along said proposed easement within the existing bounds of Parcel L7-3-2:
- 4) South 67°24'39" East, a distance of 62.26' to a point, thence;
- 5) South 21°06'50" East, a distance of 35.56' to a point, thence;
- 6) South 46°43'43" West, a distance of 51.98' to a point, thence;
- 7) On a curve to the left, not tangent to the previous course, having a radius of 115.00', a central angle of 29°58'58", an arc length of 60.18', a chord bearing of South 31°44'15" West, and chord distance of 60.18' to a point of tangency, thence;
- 8) South 16°44'46" West, a distance of 29.32' to a point of curvature, thence;

- 9) On a curve to the right, having a radius of 335.00', a central angle of $13^{\circ}59'22''$, an arc length of 81.79', a chord bearing of South $23^{\circ}44'27''$ West, and chord distance of 81.59' to a point, thence;
- 10) South $26^{\circ}54'40''$ East, a distance of 47.66' to a point, thence;
- 11) South $52^{\circ}06'12''$ West, a distance of 39.35' to a point of curvature, thence;
- 12) On curve to the left, having a radius of 90.00', a central angle of $31^{\circ}31'37''$, an arc length of 49.52', a chord bearing of South $36^{\circ}20'27''$ West, and chord distance of 48.90' to a point of tangency, thence;
- 13) South $20^{\circ}34'39''$ West, a distance of 89.80' to a point, thence;
- 14) South $27^{\circ}12'29''$ West, a distance of 192.88' to a point of curvature, thence;
- 15) On a curve to the left, having a radius of 65.00', a central angle of $66^{\circ}58'55''$, an arc length of 75.99', a chord bearing of South $06^{\circ}16'58''$ East, and chord distance of 71.73' to a point of tangency, thence;
- 16) South $39^{\circ}46'26''$ East, a distance of 251.66' to a point, thence;
- 17) South $25^{\circ}29'11''$ East, a distance of 283.11' to a point in the northerly ultimate right-of-way line of Newburg Road (AKA State Route 3020) (40' wide legal) (60' wide ultimate) as shown on the herein above referenced plan, thence;
- 18) Along said northerly ultimate right-of-way line, South $67^{\circ}24'26''$ West, a distance of 157.66' to a point of curvature, thence;
- 19) Along same, on a curve to the right, having a radius of 1,392.69', a central angle of $12^{\circ}09'51''$, an arc length of 295.67', a chord bearing of South $73^{\circ}29'30''$ West, and chord distance of 295.12' to a point of tangency, thence;
- 20) Along same, South $79^{\circ}34'26''$ West, a distance of 89.99' to a point in the dividing line of parcels L7-3-2 and L7-3-1, thence;
- 21) Along said dividing line, North $03^{\circ}18'01''$ West, a distance of 235.52' to a point, thence;
- 22) Along same, North $74^{\circ}47'59''$ West, a distance of 457.46' to a point in the common dividing line of parcels L7-3-2, L7-3-2A, and L7-3-2A1, thence;
- 23) Along said common dividing line, North $22^{\circ}06'21''$ East, a distance of 245.00' to a point in dividing line of parcels L7-3-2 and L7-3-2A1, thence;
- 24) Along said dividing line, North $75^{\circ}38'39''$ West, a distance of 239.86' to the point and place of BEGINNING.

Containing 1,045,515 Square Feet or 24.002 Acres

Subject to all Easements, Conditions, Rights and/or Agreements, if any, of Record.

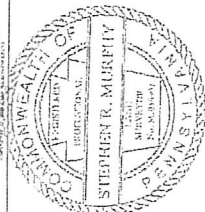
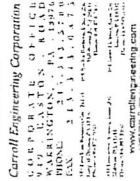
This description was prepared in accordance with Deed Book 2020-1, Page 201357, a map entitled, "Land Development, Record Plan, for, Apartments at, Evergreen Farms", prepared by Van Cleef, dated August 26, 2024, sheets 2 and 3 of 20, and as shown on a map entitled, "Condemnation Plan, Map L7, Block 3, Portion of Lot 2, situated in, Lower Nazareth Township, Northampton County, Pennsylvania", as prepared by Carroll Engineering, dated August 13, 2025, as signed by Stephen R. Murphy, Pennsylvania Professional Land Surveyor License Number SU056907.

Date

Stephen R. Murphy, Pennsylvania Professional Land Surveyor
License Number: SU056907

CONSERVATION EASEMENT PLAN

Exhibit "B"



STEPHEN R. MURPHY
PROFESSIONAL LAND SURVEYOR
PALIC NO. SU036007

Date: 05/13/2025

CONDEMNATION PLAN

MAP L7
BLOCK 3
PORTION OF LOT 2

SITUATED IN
LOWER NAZARETH TOWNSHIP
NORTHAMPTON COUNTY
PENNSYLVANIA

LOWER HAZARETH TOWNSHIP
623 MUNICIPAL DRIVE
TOWNSHIP OF HAZARETH
NORTHAMPTON COUNTY, 16064 PENNSYLVANIA

DATE: 08/13/2025
CADD FILE: 24-7068.00
--FSUTDWS

JOB NO:	<u>24-7068 00</u>
DSG BY:	<u>N/A</u>
DWN BY:	<u>J.P.J.</u>

CKD BY: J.P.J.
SCALE: 1" = 250'
DRAWER NUMBER:

SHEET: 1 OF 1 SHEETS

DRAWING NUMBER

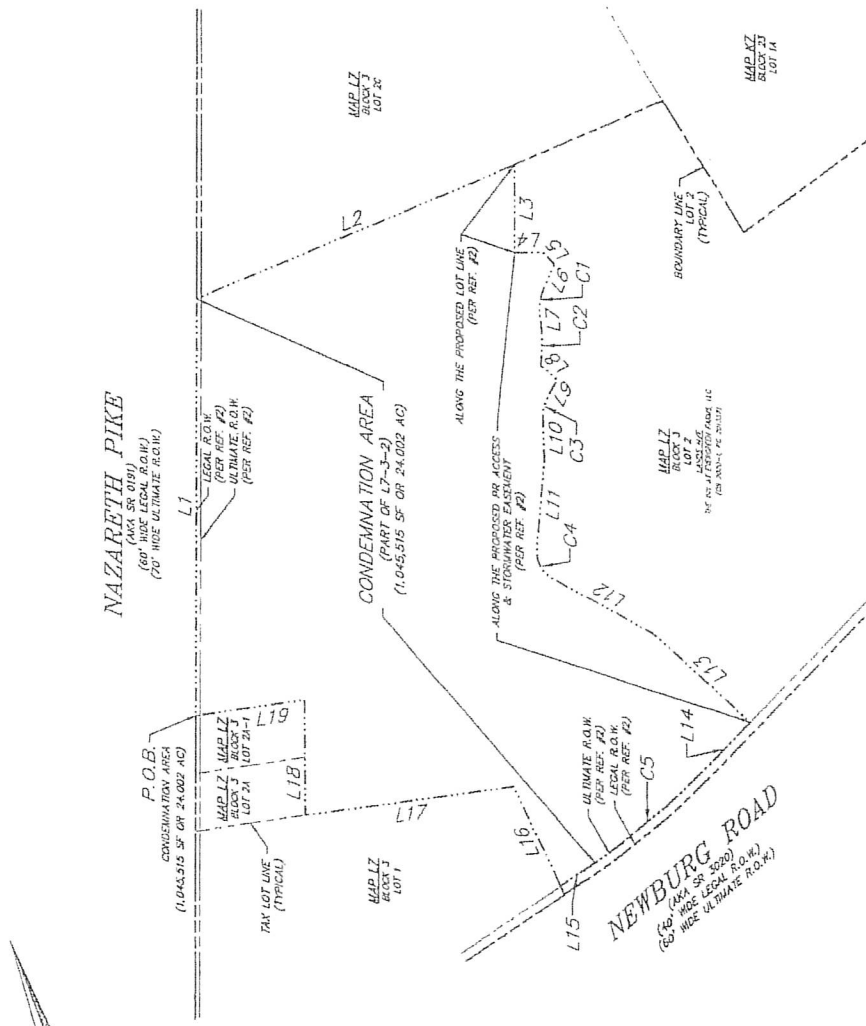
1997-1998

NOTES:

1. THE PURPOSE OF THIS EXHIBIT IS TO DISPICT A CONDEMNATION ACROSS MAP BLOCK 3, A PORTION OF LOT 2.
 2. HORIZONTAL DATUM IS SHOWS HEREON PER REF. #2. REDUCED PORTION OF THE PROPERTY AS CONVEYED PER O.B. 201357, PG. 201357.
 3. CARROLL ENGINEERING HAS NOT PERFORMED A BOUNDARY SURVEY. THE BOUNDARY LINES ARE SHOWN HEREON PER REF. #2 AND THE VESTING DEED REFERENCED ABOVE, AND DOES NOT REPRESENT A PROPERTY/BOUNDARY OPINION.
 4. THIS EXHIBIT WAS PREPARED WITH RESEARCH MATERIALS AND INSTRUCTIONS PROVIDED BY LOWER MERIDIAN TOWNSHIP. THE BOUNDARY LINES AND LOCATIONS HAVE NOT BEEN RESEARCHED, ANALYZED, AND RESOLVED BY A PROFESSIONAL LAND SURVEYOR.
 5. THE BEARINGS AND DISTANCES SHOWN REPRESENT A PORTION OF THE SUBJECT PARCEL PER DEED BOOK 2020-1, PAGE 201357 - MORE SPECIFICALLY IDENTIFIED AS THE COMBINATION OF PROPOSED LOT 2 AND LOT 3 OF THE STOKWATER EASEMENT, PER REF. #2.
- REFERENCES:
1. MAP ENTITLED, "LAND DEVELOPMENT, RECORD PLAN, FOR APARTMENTS AT, EVERGREEN FARMS", PREPARED BY VAN CLEEF, DATED AUGUST 26, 2024, SHEETS 2 & 3.
 2. VESTING DEED, D.B. 2020-1, PG. 201357

REFERENCES:

1. MAP ENTITLED, "LAND DEVELOPMENT,
RECORD PLAN, FOR APARTMENTS AT
EVERGREEN FARMS", PREPARED BY VAN
CLEEVE, DATED AUGUST 26, 2024, SHEETS 2
AND 3 OF 20.



21. *See* *supra* note 1, at 100.



Curve Table

Curve #	Radius (ft)	Length (ft)	Delta	Chord Direction	Chord Length (ft)
C1	115.00	60.10	29° 58' 58"	S31° 44' 19"W	59.49
C2	335.00	81.79	13° 59' 22"	S23° 14' 27"W	81.59
C3	60.00	49.52	31° 31' 37"	S30° 20' 27"E	49.90
C4	65.00	75.99	66° 59' 55"	S6° 16' 59"E	71.73
C5	1,392.69	295.67	12° 09' 51"	N73° 29' 31"E	295.12

Parcel Line Table

Line #	Length (ft)	Direction
L1	803.79	N22°-36' 21"E
L2	748.95	S09°-40' 28"E
L3	108.23	S22°-36' 21"W
L4	62.26	S07°-24'-39"E
L5	35.56	S21°-09' 50"E
L6	51.98	S16°-43'-43"W
L7	29.32	S16°-44'-46"W
L8	47.66	S20°-54'-40"E
L9	39.35	S22°-06' 12"W
L10	89.80	S00°-34'-39"W
L11	192.88	S07°-12'-29"W
L12	251.66	S35°-26' 29"E
L13	283.11	S39°-29' 11"E
L14	157.06	S07°-24'-29"W
L15	89.99	S09°-34'-28"W
L16	235.52	N03°-18' 01"W
L17	457.46	N74°-47' 59"W
L18	245.00	N22°-30' 21"E
L19	239.86	N75°-39' 39"W

**CONSERVATION EASEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

THIS GRANT OF CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("Easement") is made this _____ day of _____, 2024, by and between

_____, ("Grantor"), in favor of **LOWER NAZARETH TOWNSHIP**, with offices at 623 Municipal Drive, Nazareth, PA 18064 (the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Northampton County, Pennsylvania, containing _____ acres, more or less, hereinafter called the "Property", which is comprised of the following: Northampton County Tax Parcel No. _____ (herein, the "Tax Parcel"), more particularly described in the Office for the Recording of Deeds in and for Northampton County in Deed Book Volume _____, Page _____, located in Lower Nazareth Township, Northampton County, Pennsylvania; and

WHEREAS, the portions of the Property which shall be subject to this Easement are described as follows:

Exhibit A – Conservation Easement Area
Exhibit B – Conservation Easement Map

WHEREAS, legal descriptions of the subject premises excluding the Easement Area are described as follows:

Exhibit C – Non-Easement Area, i.e. area excluded from Conservation Easement
(excluding rights-of-way)
Exhibit D – Non-Easement Area, i.e. area excluded from Conservation Easement

WHEREAS, the Easement Area is more particularly described in a legal description, attached hereto as Exhibit "A," and shown on the Conservation Easement Plan, _____ (the "Conservation Easement Plan") attached hereto as Exhibit "B." Exhibits "A" and "B" are attached hereto and incorporated herein by reference; and

WHEREAS, the Legislature of the Commonwealth of Pennsylvania authorizes the Commonwealth of Pennsylvania, counties, and municipalities thereof, to preserve, acquire, or hold land for open space uses, and to preserve land in open space uses, which specifically include farmland and scenic areas, and that actions pursuant to these purposes are for public health, safety, and general welfare of the citizens of the Commonwealth and for the promotion of sound land use by preserving suitable open space; and

Draft

Exhibit "C"

WHEREAS, the Easement Area possesses significant agricultural, natural, scenic, and open space values (collectively, "Conservation Values") of great importance to Grantor, Grantee, and the people of Northampton County, and the people of the Commonwealth of Pennsylvania; the preservation and conservation of which will yield significant public benefit; and

WHEREAS, Grantor desires and intends, as owner of the Property, to convey to Grantee, the right to preserve and protect the Conservation Values of the Easement Area in perpetuity; and

WHEREAS, Grantee is an incorporated municipality in the County of Northampton, Commonwealth of Pennsylvania, qualified under Pennsylvania law and the Internal Revenue Code, one of whose goals include the preservation and protection of land in its agricultural and/or open space condition; and

WHEREAS, the Grantee has agreed to hold and use the Easement Area hereinafter in accordance with the rules which govern the Lower Nazareth Township Open Space Program; and

WHEREAS, Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to preserve and protect, in perpetuity, the Conservation Values of the Easement Area for the benefit of this generation and the generations to come; and

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and for the further consideration of the sum of One (\$1.00) Dollar lawful money of the United States of America, the receipt of which is hereby acknowledged, and pursuant to the laws of Pennsylvania, Grantor hereby voluntarily grants, agrees, declares and conveys to Grantee, a Conservation Easement in perpetuity over the Easement Area of the nature and character and to the extent hereinafter set forth ("Easement").

1. STATEMENT OF GRANT

Grantor hereby voluntarily, unconditionally and absolutely grants and conveys unto Grantee, its successors and assigns, in perpetuity, an Easement and a Declaration of Restrictive Covenants over the Easement Area, as more particularly hereinafter set forth exclusively for the purposes of preserving and protecting the present agricultural, natural, scenic, and open space values of the Easement Area. Grantee hereby accepts the Easement and agrees to hold it exclusively for such purposes.

2. PURPOSE

The primary purposes of this Easement are to assure that the Easement Area will be retained forever in its agricultural and/or open space condition and to prevent any use of the Easement Area that will significantly impair or interfere with the Conservation Values of the Easement Area. This purpose is hereinafter referred to as the: "Conservation Purposes". Grantor intends that this Easement will confine the use of the Easement Area to such activities including, without limitation, those involving farming and/or resource conservation, as are consistent with the Conservation Purposes of this Easement.

3. RIGHTS OF GRANTEE

A. To accomplish the Conservation Purposes of this Easement, the following rights, subject to the limitations stated herein and in Paragraph 10 below, are conveyed to Grantee and its successors and assigns:

- i. To preserve and protect the Conservation Values of the Easement Area;

ii. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and, if applicable, to otherwise enforce the terms of this Easement provided that such entry shall be upon prior reasonable notice to Grantor, and the Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

iii. To prevent any activity on or use of the Easement Area that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use, pursuant to paragraph 9.

4. DEED RESTRICTIONS

Grantor declares, and covenants for itself, its successors and assigns, that the Easement Area described in this Easement shall be restricted as follows: on those areas designated as "Conservation Easement", the permitted uses shall be restricted to agricultural, equestrian and directly associated uses, or a natural area (restored/converted), as hereafter defined; on those areas designated as "Conservation Easement", the permitted uses shall be restricted to open space and related activities as set forth below. However, more restrictive applicable state and local laws shall prevail in the determination of permitted uses of the Easement Area subject to these restrictions.

A. On those portions of the Easement Area designated as "Conservation Easement", the Easement Area shall be used solely for agricultural uses or natural area (restored/converted). Agricultural uses shall be only for the production of crops, nursery stock, livestock and equestrian purposes, including but not limited to the following:

- i. Production of field crops, including corn, wheat, oats, rye, barley, potatoes, soy beans;
- ii. Production of fruits, including apples, peaches, grapes, cherries and berries;
- iii. Production of vegetables, including tomatoes, snap beans, cabbage, carrots, beets, onions, mushrooms and common garden vegetables;
- iv. Production of horticultural specialties, including nursery stock, ornamental shrubs, ornamental trees, and flowers;
- v. Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs;
- vi. Production of aquatic plants and animals and their by-products.
- vii. Commercial equestrian purposes, including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes and pasturing of equines, some or all of where may involve the collection of fees for providing such services. THE TERM "EQUESTRIAN PURPOSES" DOES NOT INCLUDE ACTIVITY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO. 135), KNOWN AS THE "RACE HORSE INDUSTRY REFORM ACT."

- viii. Recreational, non-commercial fishing and hunting as Grantors may permit, limited to Grantor's invitees, and provided no compensation is paid for such privileges.
- ix. If approved by Grantee after review, provided there is no adverse impact on Conservation Values, and if otherwise permitted under the zoning ordinance of Grantee then in effect, "agritainment" uses as such term is defined in the Act of December 19, 1974 (P.L. 973, No. 319) known as the Pennsylvania Farmland and Forest Land Assessment Act of 1974, as amended.
- x. The following Agricultural Uses listed below are not permitted:
 - (a) Intensive Agriculture. Including confinement, livestock and poultry operations taking place in structures or closed pens; animals raised for furs or skins; and plants raised in greenhouses, hoop houses or similar structures;
 - (b) Industrial Animal Production. The raising, breeding, and/or lodging of animals normally used as domestic or household pets for immediate or ultimate use in laboratories, for experimental purposes, or for uses other than that of a domestic household pet;
 - (c) Commercial Kennels. An establishment, structure, lot or portion of a lot on or in which more than six (6) dogs, cats or domestic pets are housed, bred, boarded, trained or raised for sale; and
 - (d) Sod or turf farming.

The Conservation Easement Area may be taken out of agricultural use, as discussed above, only if it is restored/converted as a natural area with native plant species in accordance with a plan approved by the Township and implemented by the landowner. Such natural areas may be managed as grassland, shrubland, and/or woodland with minimized, prescribed maintenance, activities, and uses that are permitted within the "Conservation Easement," as described below. A plan for restoration/conversion from agricultural use to natural area must be provided by the owner and approved by the Township. This plan must include a detailed description (with map or drawing) of the proposed conversion area, planting/seeding plan, all necessary provisions for control/eradication of invasive and noxious species during the establishment period (to be a minimum of three (3) consecutive growing seasons or as necessary to fully establish a stabile native plant community, as determined by the Township). Mowing/cutting of vegetation may only be conducted once, annually, for maintenance of areas approved as grassland and/or shrubland. Long-term control of invasive species must be in accordance with methods/procedures outlined in the Pennsylvania Invasive Species Management Plan or similar accepted guidance for invasive species control. The Township, at its sole discretion, may provide relief for control of certain invasive species which are determined to be too difficult to control without excessive damage to native plants or conservation values (as intended natural area).

Except as permitted in this Easement, neither Grantor nor its agents, successors and assigns, nor any person, partnership corporation or other entity claiming title under or through Grantor, or its agents, shall suffer, permit, or perform any activity on the Conservation Easement other than agricultural production and/or equestrian purposes, or natural area (restored/converted), as hereinbefore described.

B. This Easement seeks to protect natural resources within those areas of the Easement Area designated as "Conservation Easement", so as to keep them in an undisturbed state except as required to promote and maintain a diverse community of predominately native species. The following activities and uses are permitted within the Conservation Easement as designated on the Conservation Plan:

i. Removal of invasive species, to the extent reasonably necessary to remove or mitigate an unreasonable risk of harm to people, property or health of native species on or about the Easement Area.

ii. Planting a diversity of native species of trees, shrubs and herbaceous plant materials in accordance with Best Management Practices.

iii. Vehicular use in case of emergency and subject to applicable limitations, in connection with activities or uses permitted.

iv. Removal of dead, downed or dangerous trees on the Property in accordance with best management practices for removal.

v. Removal of vegetation to accommodate replanting with a diversity of native species of trees, shrubs and herbaceous plant materials.

vi. Other resource management activities that Grantee determines are consistent with maintenance or payment of conservation values under this Easement.

vii. Sustainable forestry uses in accordance with a Forest Management Plan as approved by Grantee. Forestry conducted in compliance with a Forest Management Plan or otherwise approved by Grantee is in addition to cutting of dead and downed trees as permitted above. However, no clear cutting shall be permitted.

viii. Recreational and educational activities that do not require the construction of any improvements and do not materially and adversely affect maintenance or attainment of conservation purposes such as the following:

(a) Walking, horseback riding on trails, bird watching, nature study.

C. The construction or use of any building or other structure in the Easement Area other than as existing on the date of the delivery of this Easement is prohibited except for the following:

i. The erection of high tensile agricultural fencing or split rail fencing for agricultural production and protection of watercourses such as lakes, streams, springs, and reservoirs is permitted.

ii. The construction and erection of small structures to enhance and promote wildlife habitat, such as, but not limited to, birdhouses and bee hives, is permitted.

D. No construction, demolition, reconstruction, expansion, exterior alteration, installation or erection of temporary or permanent structures or facilities of any kind may occur within the Easement Area unless otherwise permitted by this Easement. Construction of such facilities related to the reception, storage, or transmission of sewage generated by on-site improvements, existing or otherwise, and located on the Property, is not permitted on or within the Easement Area. Facilities such as telecommunications cell towers, commercial satellite dish antennae, or fuel storage tanks not directly related to the operation and maintenance of Grantor's or subsequent owner's farm equipment is strictly prohibited.

E. No industrial activities shall be conducted or permitted in the Easement Area.

F. No quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil or other similar materials from the Easement Area shall occur. The granting of leases, assignments, or other conveyances or the issuing of permits, licenses, or other authorization for the exploration, development, storage or removal of coal, rock, or other minerals and gasses by any mining method is not permitted. The following notice is given to and accepted by Grantor for the purpose and with the intention of compliance with the requirements of the Pennsylvania Conservation and Preservation Easements Act. Nothing herein shall imply the presence or absence of workable coal seams or the severance of coal interests from the Property.

NOTICE: This Easement may impair the development of coal interests, including workable coal seams or coal interests which have been severed from the Property.

G. No cutting or removal is permitted in the Easement Area of any plants that are identified in the *Plants of Special Concern in Pennsylvania* as maintained by the Pennsylvania Natural Diversity Inventory (PNDI), or the *Natural Areas Inventory of Northampton County*.

H. No depositing, dumping, or abandoning of any solid waste, hazardous waste, liquid wastes, or chemical substances on or in the Easement Area, except in connection with permitted activities. The disposal or piping of sanitary facility effluent generated off the Easement Area is not permitted on or across the Easement Area. Hazardous waste shall be considered any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting, or contaminating to the air, water or soils.

I. No mining or removal of groundwater from the Easement Area shall occur, except as may be required for residential uses permitted therein.

J. The Grantee shall be permitted to erect on the Easement Area, at its sole cost and expense, subject to the Grantee's sign ordinances, signs that may customarily be used to identify lands permanently preserved by Lower Nazareth Township. Such signage shall not exceed twenty square feet (20 s.f.) on a side and shall be suitable for the agricultural, scenic, and residential character of the Easement Area.

K. Maintenance or replacement of existing septic system improvements within the Easement Area are permitted subject to review and approval by the Grantee, and provided all County and State regulations are complied with as long as such improvements do not significantly impact the natural, open space and scenic resources of the Easement Area.

L. No use or spread of sewage sludge, biosolids, residential septage, and/or byproducts of sewage sludge, biosolids, and/or residential septage via land application or other use upon the lands herein. The definitions of biosolids, residential seepage, and sewage sludge are as follows:

- i. Biosolids – see sewage sludge;
- ii. Residential Septage – any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as such material. This shall expressly include residential septage as defined in 25 Pa. Code §§ 271.1 and 271.907; and

- iii. Sewage Sludge – any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as such material, including biosolids. This shall expressly include both Class A and Class B. biosolids, and sewage sludge as defined in 25 Pa. Code § 271.1. This term shall also include any byproducts of sewage sludge.

5. **INTENTIONALLY DELETED**

6. **DENSITY LIMITATIONS**

The Easement Area and any portion thereof shall not be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of the Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Property.

7. **NOTICE, APPROVAL AND DISCRETIONARY CONSENT**

In order to monitor compliance with the Conservation Purposes, Grantor shall notify (hereinafter "Grantor's Notice") Grantee in writing, no less than sixty (60) days prior to undertaking any activities either permitted or prohibited under paragraph 4 but deemed desirable due to unforeseen or changes circumstances. Grantor's Notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to enable Grantee to make informed judgments as to its consistency with the Conservation Purposes of this Easement. Grantee may give its permission only if it determines that such activities: (1) do not violate the Conservation Purposes of this Easement; and (2) either enhance or do not impair any significant conservation interests associated with the Easement Area; Grantee's approval or disapproval must be in writing and given to Grantor within sixty (60) days of receipt of Grantor's Notice. In no event, however, shall Grantee agree to any activities that would result in the termination of this Easement or the development of any residential, commercial or industrial structures not provided for herein.

8. **SUBDIVISION OF PROPERTY**

No subdivision of the Property may take place except as approved by the Board of Supervisors of Lower Nazareth Township.

9. **GRANTEE'S REMEDIES**

A. Notice of Violation; Corrective Action. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand that Grantor undertake corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the Conservation Purposes of this easement, to restore the portion of the Easement Area so injured.

B. Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, Grantee may bring an action at law or in equity in a court of competent

jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this easement including damages for the loss of Conservation Values and to require the restoration of the Easement Area to the condition that existed prior to any such injury.

C. Damages. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply damages recovered to the cost of undertaking any corrective action on the Easement Area.

D. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Easement Area, Grantee may pursue its remedies under this Paragraph 9 without prior notice to Grantor or without waiting for the period provided for cure to expire.

E. Scope of Relief. Grantee's rights under this Paragraph 9 apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

F. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit including, without limitation, attorneys' fees, shall be borne by Grantee.

G. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

H. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

I. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes.

10. GRANTOR'S OBLIGATIONS

A. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Area, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor

shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

B. Taxes. The Grantor agrees to pay any real estate taxes or other assessments levied on the Property. If the Grantor becomes delinquent in payment of said taxes or assessments, such that a lien created against the Property is to be executed upon, Grantee; at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in the Property by paying funds to discharge said lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantee's interest in the Property and to assure the continued enforceability of this Easement.

C. Environmental Compliance. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge that there is no substance defined, listed, or otherwise classified pursuant to any federal, state, local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, other than licensed agricultural chemicals, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, or from or across the Property.

D. Hold Harmless. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee, and their respective members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each (collectively "Indemnified Parties") from and against all liability, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, (or successor toxic waste or hazardous substance laws or regulations) by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the obligations specified in paragraphs 10(A) and 10(B); and (4) the existence or administration of this Easement.

11. EXTINGUISHMENT, CONDEMNATION, AND PROCEEDS

A. Extinguishment. If circumstances arise in the future such as to render the Conservation Purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a Court of competent jurisdiction. The amount of the proceeds to which Grantee may be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Pennsylvania law at the time, in accordance with paragraph 11(C). Grantee shall use all such proceeds in a manner consistent with Conservation Purposes. Grantee and any successors in interests, shall exhaust all legal remedies in order to preserve and protect the Conservation Purposes of this Easement. Grantor shall cooperate with Grantee in Grantee's performance of its obligations under this paragraph 11(A).

B. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law. Grantee may share in such compensation, per the formula set forth in Paragraph 11(C), if Grantee made an acquisitional cash investment in the Easement Area condemned.

12. AMENDMENT

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to amend this Easement; provided that the amendment is approved by Grantee and no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws. Any amendment shall be consistent with the Conservation Purposes of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Northampton County, Pennsylvania.

13. ASSIGNMENT OF GRANTEE'S INTEREST

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization or government entity that is able to enforce the restrictions contained herein. First right of refusal shall be given to the Grantee. If assigned to a private organization, such an organization must at the time of transfer be a qualified organization under Section 170(h)(3) of the Internal Revenue Code and one which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code. Grantee shall require that the Conservation Values this Easement is intended to preserve will be protected and any necessary management and monitoring activities will be carried out by transferee.

14. SUBSEQUENT TRANSFERS

Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

15. MAINTENANCE AND ASSESSMENT OBLIGATIONS OF GRANTEE

Grantee shall be under no obligation to maintain the Property or any portion thereof, or pay taxes or assessments thereon. Any action by Grantee such as maintenance of the Easement or any other act by Grantee to protect the Property shall be deemed merely a gratuitous act which shall create no obligation on the part of Grantee.

16. STATEMENT OF COMPLIANCE

Grantor hereby agrees to request in writing at least thirty (30) days prior to the sale, transfer, or long term (ten years or more) lease of the Property, or any portion thereof, a written instrument from Grantee stating that Grantor is in compliance with the terms and conditions of this Easement, or if Grantor is not in compliance with the terms and conditions of this Easement, stating what violations of this Easement exist. Grantee agrees in such cases or at any other time to acknowledge, execute, and deliver to Grantor and any mortgagee, transferee, purchaser, or lessee such a written instrument concerning compliance within thirty (30) days of written request from Grantor. Grantor shall provide a copy of Grantee's compliance statement to any purchaser, mortgagee, lessee, or assignee. Any costs incurred by Grantee in determining compliance and advising Grantor as to compliance or costs incurred as a result of Grantor's failure to notify Grantee of transfer, sale assignment, or lease of the Property, or any portion thereof, shall be paid by Grantor, its successors and/or assigns.

17. NOTICES

All notices, requests, consents, approvals, or other communication hereunder shall be in writing and shall be deemed properly given if sent by U.S. certified mail, return receipt requested, addressed to the appropriate party or successor in interest at the address most recently provided or to such other address as either party from time to time shall designate by written notice to the other.

To Grantor:

To Grantee: Lower Nazareth Township
 623 Municipal Drive
 Nazareth, PA 18064

18. RECORDATION

Grantee shall record this instrument in a timely fashion in the official records of Northampton County, Pennsylvania and may re-record it at any time as may be required to preserve its rights in this Easement.

19. INTENTIONALLY DELETED

20. DURATION OF EASEMENT

The conservation easement created by this Easement shall be a covenant running with the land and shall be effective in perpetuity. Every provision of this Easement applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

21. GENERAL PROVISIONS

A. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Pennsylvania.

B. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Conservation Purposes of this Easement and the policy and purpose of the Land Development Act, Pa. Stat. Ann. Title 32, Section 5001 et seq. If any provision in this instrument is found to be ambiguous, and interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alternation or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 12.

E. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

G. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

H. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

I. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

J. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee and its respective successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR:

Attest:

By: _____

GRANTEE:
LOWER NAZARETH TOWNSHIP

Attest:

Tammi Dravec, Secretary

By: _____
JAMES PENNINGTON, Chairman

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF _____ :

On this, the _____ day of _____, 2024, before me a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

_____(SEAL)
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF NORTHAMPTON :

On this, the _____ day of _____, 2024, before me a Notary Public, the undersigned officer, personally appeared JAMES PENNINGTON, who acknowledged himself to be the Chairman of the Board of Supervisors of LOWER NAZARETH TOWNSHIP, Northampton County, Pennsylvania, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(SEAL)
Notary Public

EXHIBIT "A"

DESCRIPTION OF CONSERVATION EASEMENT AREA

EXHIBIT "B"

CONSERVATION EASEMENT MAP

EXHIBIT "C"

NON-EASEMENT AREA, I.E. AREA EXCLUDED FROM
CONSERVATION EASEMENT (EXCLUDING RIGHTS-OF-WAY)

EXHIBIT "D"

NON-EASEMENT AREA, I.E. AREA EXCLUDED FROM
CONSERVATION EASEMENT

