

CHESTER COUNTY LANDSCAPES 21ST CENTURY FUND
PRESERVATION PARTNERSHIP PROGRAM GRANT

ROUND 22 GRANT CONTRACT

Project Title _____

(Nonprofit)

County of Chester

THIS AGREEMENT, made this _____ day of _____, 2010 is by and between _____, having an address at _____, hereinafter called "Nonprofit," and the County of Chester acting through its County Commissioners, hereinafter called "County" for the fee simple purchase or the purchase of a conservation easement for public benefit including public access over approximately _____ acres.

A. SCOPE OF CONTRACT

1. This contract is to permanently preserve approximately _____ acres currently owned by _____ in _____ Township(s), tax map parcel(s) _____.
2. The Nonprofit agrees that any sums received from the County be used for the permanent protection of the above noted parcels unless otherwise approved in writing by the Chester County Director of Open Space Preservation. Such approval may only be granted in accordance with the Preservation Partnership Program Manual, and provisions.
3. The Nonprofit agrees that permanent restrictions requiring the continuous use of the land for open space, agriculture, forestal, and public access shall be placed in the deed/easement and further, that a contract and covenant to that effect shall be recorded with the deed/easement.
4. The Nonprofit agrees to adhere to all Federal, State, and Municipal laws, codes, and requirements. The Nonprofit further agrees to indemnify, defend, and hold harmless the County from any and all claims arising out of the performance of this Agreement and that are claimed to have been caused by any error, omission, intentional or negligent act by the Nonprofit.
5. The Nonprofit agrees that the County reserves all rights to reassess grant award and approval on any situation, and refuse to grant reimbursement, withdraw conditional grant approval, and/or require additional documentation and assurances or indemnifications.
6. The Nonprofit agrees to abide by the provisions of the Preservation Partnership Program Manual as amended or as may be amended, from time to time, by the County. The Manual is incorporated herein by reference as if set forth in full.
7. At the discretion of the Chester County Board of Commissioners, the Nonprofit agrees to attend a public meeting of the Commissioners to accept grant payment, or a facsimile of payment.
8. Nonprofit accepts and agrees to fulfill the grant requirements herein and attached hereto including Exhibit A.

B. MAXIMUM REIMBURSEMENT

1. It is understood that this grant is for _____ dollars (\$_____).
2. The Nonprofit understands that funding shall be provided by the County as set forth in this Contract and the guidelines set forth in the Preservation Partnership Program Manual.

C. EXTENT OF CONTRACT

1. Except as to the Nonprofit's continuing obligations as set forth herein with regard to previously funded or reimbursed projects, this Contract is terminated _____, 2012. The Nonprofit agrees and understands that the County through this Grant Program will not make payment for costs incurred after the aforesaid termination date.
2. This Contract may be amended only by written instrument signed by both the County and the Nonprofit.
3. This Contract may be terminated by the Nonprofit prior to any expenditure or prior to obtaining grant funds from the County upon notice to the County by the Nonprofit by Resolution of its governing body declaring its intent not to pursue the awarded project; whereupon the County shall have no further obligation to the Nonprofit with respect to this Grant Contract or the underlying Grant Application filed by the Nonprofit.
4. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Should any provision of this Agreement or the Manual be deemed invalid or illegal, the provisions hereof shall continue in full force and effect as if such provision had not been included.

WITNESS WHEREAS, the parties hereto have caused these presents to be executed, attested, and unsealed by their proper officials, pursuant to legal action authorizing the same to be done, the day and year first above written.

CHESTER COUNTY BOARD OF COMMISSIONERS

ATTEST; By: _____ Chairman

_____ Commissioner

Date: _____

_____ Commissioner

ATTEST; _____ (Nonprofit)

By: _____ (Signature and Title)

EXHIBIT A

1. Nonprofit shall provide written notification to the municipality and school district in which the project is located of opportunities for public benefit resulting from this conservation transaction.
2. The Nonprofit agrees to monitor the parcels acquired with this grant to ensure compliance with the Declaration of Covenants, Conditions and Restrictions or Conservation Easement as a result of funding provided in part by Chester County's Preservation Partnership Program, provide written copies of the annual monitoring report, and include the County, through its Open Space Preservation Department, in the annual site inspection process.
3. The Nonprofit agrees to enforce the terms of the aforementioned Declaration of Covenants, Conditions and Restrictions or Conservation Easement. At a minimum this shall include annual site inspections which include the County of Chester.
4. The Nonprofit agrees to permanently mark the surveyed corner boundaries of the parcel(s) subject to this contract in the field with concrete monuments in a manner that is visible above the ground prior to requesting County grant payment.
5. Nonprofit shall provide annual updates in writing to the Chester County Department of Open Space Preservation on the status of public benefit, including public access and use, that has occurred on the parcel(s) over the past year(s). Steps taken by the organization to increase awareness of the public benefits resulting from this use of public funds shall also be included in the update.