COMMUNITY & WATERSHED FORESTRY PRACTICE INSTALLATION AGREEMENT

This agreement, dated_____, between CALN TOWNSHIP and CHESTER COUNTY CONSERVATION DISTRICT allows the CHESTER COUNTY CONSERVATION DISTRICT and/or its Partners to undertake community & watershed forestry planting activities on land owned by the CALN TOWNSHIP in CHESTER COUNTY, Commonwealth of Pennsylvania.

In signing this agreement, the CALN TOWNSHIP grants to the [GRANTEE], or its designees, the authority to complete the activities described in Appendix "A." The site plan drawings included in Appendix "A" show existing site conditions and work to be completed.

The CALN TOWNSHIP agrees to maintain the community & watershed forestry practice depicted in Appendix "A" under this agreement for at least twenty-five (25) years.

Appendix "B" identifies estimated planting costs and donations of supplies or equipment from the CHESTER COUNTY CONSERVATION DISTRICT and its Partners to the CALN TOWNSHIP for carrying out these activities

The CALN TOWNSHIP grants the CHESTER COUNTY CONSERVATION DISTRICT and its Partners vehicular and equipment access to the site with 48 hours prior notice to conduct project-related activities such as site analysis and design, installing trees, shrubs and other vegetative cover, inspecting completed work, maintenance and monitoring for at least 25 years.

CALN TOWNSHIP does not have to be present unless otherwise requested by the project manager. The CALN TOWNSHIP retains all rights to control trespass and retains all responsibility for taxes, assessments, granting of right-of-way, control and eradication of noxious weeds, and other incidences of ownership.

The CALN TOWNSHIP agrees that all design and project implementation will be managed by the CHESTER COUNTY CONSERVATION DISTRICT or its representatives.

CALN TOWNSHIP's stewardship activities are described in Appendix "A." In the event that a natural circumstance, beyond the control of the CALN TOWNSHIP, damages the constructed or installed components of the project, the CALN TOWNSHIP will not be required to repair these damages.

The CALN TOWNSHIP agrees to ensure that trees and shrubs planted in the project area are not cut, removed, mowed or otherwise disturbed, for at least 25 years, and the materials used to protect these plantings remain in place for their full recommended useful life. In the event that utility improvements, maintenance, or repairs of infrastructure in the project area require disturbing the vegetation, the CALN TOWNSHIP agrees to the remediation of the disturbance using the same or, if not available, similar seed mix used in the meadow before the disturbance.

The CALN TOWNSHIP shall notify the CHESTER COUNTY CONSERVATION DISTRICT in writing, prior to the implementation of any action, if (1) the CALN TOWNSHIP ever proposed to convert facilities constructed, rehabilitated, or improved under this Agreement, (2) if the facility ever becomes obsolete and the CALN TOWNSHIP decides to destroy or remove the plantings, or (3) the CALN TOWNSHIP proposed to sell off lands developed, rehabilitated or improved with these state funds.

The CALN TOWNSHIP agrees to allow small signs to be installed identifying the community & watershed forestry planting project.

The CALN TOWNSHIP must obtain the CHESTER COUNTY CONSERVATION DISTRICT's written consent in order to modify the original site plan. This agreement may be modified at any time by mutual consent of the parties, subject to approval by the Department of Conservation and Natural Resources. Any written notice to the CHESTER COUNTY CONSERVATION DISTRICT shall be sent to: 674 Unionville Rd, Suite 105, Kennett Square, PA 19348. Any written notice to the CALN TOWNSHIP shall be sent to: 253 Municipal Drive, Thorndale, PA 19372

If the CALN TOWNSHIP terminates this agreement, the CALN TOWNSHIP shall reimburse the CHESTER COUNTY CONSERVATION DISTRICT and its Partners for their project installation costs, as identified in Appendix "B." The cost of the planting will be pro-rated based on a twenty-five (25) year project life.

The termination date of the agreement will determine when obligations between the parties shall end. At that date, any developments to the land will become the property of the CALN TOWNSHIP, and there shall be no obligation to any of the parties.

The CALN TOWNSHIP guarantees ownership of the above-described land and warrants that no outstanding rights exist which interfere with the rights of the CHESTER COUNTY CONSERVATION DISTRICT or its Partners under this agreement.

In the event the CALN TOWNSHIP transfers any of the lands designated and described in the attached site plan map, he/she shall take such steps as are necessary to inform the purchaser of the existence of this agreement. Additionally, any deed, lease, or other instrument of transfer will be made subject to this agreement so that the new landowner shall step into the role of CALN TOWNSHIP under this agreement. The CALN TOWNSHIP will notify the CHESTER COUNTY CONSERVATION DISTRICT of any changes in ownership.

The CHESTER COUNTY CONSERVATION DISTRICT is prohibited by law from making obligations that exceed available funds, and therefore the CHESTER COUNTY CONSERVATION DISTRICT can only do that work which is funded. In the event funds are not available to do the restoration work within the period of time or in the manner described on the attached site plan, the CHESTER COUNTY CONSERVATION DISTRICT will notify the CALN TOWNSHIP of that fact.

The CALN TOWNSHIP agrees, on behalf of himself/herself/themselves and his/her/their heirs, successors and assigns, to release the CHESTER COUNTY CONSERVATION DISTRICT and their representatives from all claims arising out of and/or related to the project described in Exhibit"A."

Signature by the parties to this agreement signifies understanding of each party's rights and responsibilities.

CALN TOWNSHIP NAME (print)	DATE
CALN TOWNSHIP SIGNATURE	DATE
CHESTER COUNTY CONSERVATION DISTRICT NAME (print)	DATE
CHESTER COUNTY CONSERVATION DISTRICT SIGNATURE	DATE

APPENDIX A

COMMUNITY & WATERSHED FORESTRY PLANTING and STEWARDSHIP PLAN, MAP, SITE PLAN DRAWINGS

COMMUNITY & WATERSHED FORESTRY PLANTING AND STEWARDSHIP PLAN

The following is a listing of sequenced events which will take place during the planting period for the Caln Meadows Ingleside Golf Club community & watershed forestry project(s).

- A visual inspection and PA-one-call will be done to ensure that the planting will not conflict with the right of way of any buried or overhead utility lines including but not limited to electric, gas, phone, water, and/or sewage..
- Materials may be delivered on site prior to scheduled planting date. These materials will be placed on a pre-determined site identified by landowner and project manager.
- All planting personnel will use previously identified access lanes for transporting planting materials and equipment to and from planting site.
- All excess planting materials will be removed from site upon completion of planting.

Better maintenance for a community & watershed forestry practice will lead to an increased survival of planted trees and shrubs and a swifter return to natural conditions. General landowner stewardship for a lawn to meadow conversion project, at a minimum, includes an annual inspection of the planted area, noting the condition of the plantings and presence of any invasive species or noxious weeds that should be removed. The CALN TOWNSHIP shall complete the applicable basic routine maintenance as described above on an annual basis. Significant maintenance, such as tree replacements, shall be reported to the [GRANTEE]. The CALN TOWNSHIP may be contacted annually by the CHESTER COUNTY CONSERVATION DISTRICT to inquire about the annual inspection. In response to the contact, the CHESTER COUNTY CONSERVATION DISTRICT will make any needed maintenance decisions.

Caln Township
Lawn to Meadow Conversion

Caln Meadows Ingleside Golf Club
104 Horseshoe Dr.
Thorndale, PA 19372
4.7 total acres

APPENDIX B

PROJECT BUDGET, PARTNER CONTRIBUTIONS, SPECIAL PROVISIONS

PROJECT BUDGET

Caln Township				
Item	**Quantity**	**Unit**	**Total**	**Source**
Herbicide Application	4.7	acres	$4,277	DCNR BRC-LC-31-5
Seed Purchase	4.7	acres	$3,948	DCNR BRC-LC-31-5
Planting	4.7	acres	$20,398	DCNR BRC-LC-31-5
Temporary Signage "Meadow in the Making"	5	signs	$75	DCNR BRC-LC-31-5
Planning by Cori Trice	1	project	$502	In Kind Match from Chester County Conservation District
Planning by Caln Township	1	project	$1,800	In Kind Match from Caln Township
Monitoring and Maintenance - including identifying invasive species, spot herbicide treatment as needed, and twice annual mowing for the first three growing seasons	4.7	acres	$4,277	In Kind Match from Caln Township
Total Project Cost			$35,277	

For the first 5 (five) years of this agreement, the CALN TOWNSHIP will steward the community & watershed forestry practice through annual maintenance, to offer the best opportunity for the plantings to thrive. Reasonable and routine maintenance should be carried out for the duration of the agreement. The CHESTER COUNTY CONSERVATION DISTRICT will assist the CALN TOWNSHIP in determining the appropriate maintenance schedule and necessary maintenance activities for the first 5 years and for the remaining 20 years.