

# WEST PIKELAND TOWNSHIP

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September 26, 2008

Sean A. O'Neill, Esquire  
Lentz, Cantor & Massey, LTD  
460 E. King Road  
Malvern, Pa. 19355-3049

Re: West Pikeland Township Land Trust  
Agreement Renewal

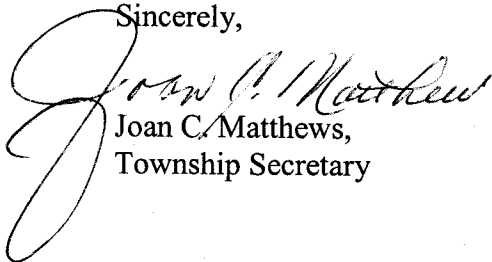
Dear Sean:

On Monday, August 18, 2008 at a public meeting of the West Pikeland Township Board of Supervisors, official action was taken to grant the West Pikeland Township Land Trust Agreement Renewal.

I have enclosed two executed original agreements. I apologize for the delay.

Please call me if you should have any questions.

Sincerely,



Joan C. Matthews,  
Township Secretary

Enclosures

cc: file

THIS AGREEMENT is entered into this 18<sup>th</sup> day of August, 2008 by and between West Pikeland Land Trust, a Pennsylvania non-profit Corporation formed for purposes authorized by Section 501 (c)(3) of the Internal Revenue Code of 1986, (WPLT), and West Pikeland Township, a Pennsylvania township of the second class (WPT).

BACKGROUND:

WPLT and WPT are parties to an existing agreement dated October 15, 2001, which agreement has been extended to its present termination date of June 15, 2008 (the "Trust Agreement"). The Original Agreement established a framework for the WPLT to provide services to WPT in conjunction with acquisition of open space easements; On April 7, 2008, the WPLT Board of Supervisors enacted and ordained WPT Ordinance No. 2008-1 (the "Ordinance"). The Ordinance implements the Open Space Preservation by Local Governments Act and established the WPLT as the its Open Space Advisory Subcommittee as the local advisory agency to WPT with respect to the acquisition by WPT of Interests in Real Property for Open Space Benefits (as those terms are defined in the Ordinance);

The parties wish hereby to renew the Trust Agreement and to amend it to reflect the changes effected by the Ordinance and the below understandings.

Now therefore, intending to be bound, the parties agree as follows:

1. The term of the Trust Agreement, is extended from the date of execution hereof for a renewal term of five (5) years. The term will thereafter renew for successive five (5) year periods, subject to termination as originally provided in Sections 7 and 8 of the Trust Agreement.

2. WPLT and its Open Space Advisory Subcommittee is intended and shall be deemed by the parties to be a local agency of the Commonwealth and of WPT, and its members and officers are intended and deemed to be local agency "employees" as defined in the Pennsylvania Political Subdivision Tort Claims Act (the Act"). As such WPT shall provide indemnity and legal assistance to WPLT and its Open Space Advisory Subcommittee as and when provided for by the Act.

3. The provisions of the Trust Agreement addressing acquisition and preparation, as set forth in Section 2 thereof, are superseded and replaced by the terms and procedures provided for by the Ordinance, which terms are incorporated herein by reference.

4. The requirement set forth in Section 4(a) of the Agreement, for maintaining a minimum \$65,000 fund with WPT for easement acquisition is suspended and replaced by the acquisition funding mechanism and source of the WPT open space tax, for so long as same is effective, which funds shall be expended by WPT, after recommendation by WPLT and its Open Space Advisory Subcommittee, in accordance with the terms of the Ordinance. WPT shall continue, however, to provide annual operating expenses to WPLT, pursuant to the budget request and funding mechanism set forth in Section 4(d) of the Trust Agreement.

5. Notwithstanding anything set forth in the Trust Agreement, the designation of easement grantee, and/or ultimate substitute grantee of any open space easement funded by WPT, shall be as mutually determined and agreed by WPLT. WPLT will provide advice and make recommendations as to such easement or other interest in real property, and its form and ownership, including recommendations as to co-ownership with by

WPT, WPLT and/or any third party conservancy for perpetual monitoring and enforcement, in accordance with the review provisions of the Ordinance.

6. Nothing herein is intended to diminish or eliminate any powers, functions or purposes or WPLT independent of its functions as Open Space Advisory Committee under the Ordinance, or to restrict its activities consistent therewith, as such powers, purposes and functions are set forth in WPLT's original enabling ordinance and its articles of incorporation and bylaws,

6. Except to the extent expressly modified by, or inconsistent with the terms hereof, the Trust Agreement, as hereby extended, remains in effect for the term herein provided.

WEST PIKELAND TOWNSHIP  
BOARD OF SUPERVISORS

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

WEST PIKELAND LAND TRUST

By: [Signature]  
Attest: 3/28/08