



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
BUREAU OF FORESTRY

STATE FOREST CAMP LEASE NO. 1-C-090

AGREEMENT

THIS AGREEMENT executed this 19th day of April, 2023, by and between the
(For Official Use Only. DO NOT COMPLETE DATE)

Commonwealth of Pennsylvania, acting through the Department of Conservation and Natural Resources, Bureau of Forestry, hereinafter referred to as "BUREAU"; and

LESSEE: Donald L. Maun, Jr.

PERMANENT ADDRESS: 10 Buckingham Drive
(Number & Street Name)
Chambersburg PA 17201-8769
(City/Town) (State) (Zip Code)

hereinafter referred to as "LESSEE".

WITNESSETH

WHEREAS, the Bureau of Forestry is authorized to grant Leased Campsites under Conservation and Natural Resources Act No. 18 of 1995, Section 302 (b) (1).

NOW THEREFORE, in consideration of the foregoing and of the terms and conditions hereinafter, the parties mutually agree as follows:

SECTION ONE: GENERAL CONDITIONS

1. **DESCRIPTION AND LOCATION OF PROPERTY:** BUREAU does hereby let unto LESSEE, all of that certain tract of land situate in Michaux State Forest, Greene Township, Franklin County, as depicted on the Draft of Survey, attached hereto and made a part hereof
2. **TERMS OF AGREEMENT:** The term of this AGREEMENT shall be from the date of execution or November 25, 2022, whichever occurs later, until November 24, 2023, and shall automatically renew for an additional nine (9) subsequent annual terms, beginning November 25, 2023 and ending November 24, 2032, for a total of ten (10) annual terms.
3. **RENTAL FEE:** LESSEE shall pay to BUREAU an annual rental of Two Hundred Dollars (\$ 200.00) for each term this AGREEMENT is in effect. Said rent shall be paid, in advance of each term, by check or money order made payable to the "Commonwealth of Pennsylvania" and submitted to: Commonwealth of PA, PPR Comptroller's Office, P.O. Box 2739, Harrisburg, PA 17105-2739. In the memo area of the check, please include the words 'State Forest Camp Lease' and also include your customer number, which is located on the invoice.
4. **FEE INCREASES:** BUREAU shall have the right to increase the annual rental fees at the end of any annual term, by providing LESSEE with sixty (60) days advance written notice of such increase.
5. **LEASING TO A GROUP:** In the event the LESSEE is acting on behalf of a club, camp, incorporated or an unincorporated organization, then the LESSEE shall accept and hold this AGREEMENT as an agent or as the trustee for the club or group which they represent, if any, and as such will be subject to the bylaws of the organization or vote of the majority of said club or group and to all valid claims therefrom.
6. **SERVED NOTICES ON BUREAU:** All notices required to be served on BUREAU by the provision of this AGREEMENT may be served on the BUREAU by sending a letter addressed to the District Forester, at the address listed in Section F of the GUIDELINES FOR LEASED CAMPSITES, of the district office that administers this AGREEMENT.
7. **SERVED NOTICES ON LESSEE:** All notices required to be served on LESSEE by the provision of this lease shall be served by sending a letter to LESSEE at the aforementioned address, or at the most recent address on record.

8. **TERMINATION BY LESSEE:** LESSEE may terminate this AGREEMENT at any time by providing BUREAU with thirty (30) days advance written notice of such intention to terminate. BUREAU shall not reimburse LESSEE for any pre-paid rent.
9. **TERMINATION BY BUREAU:** BUREAU shall have the right to terminate this AGREEMENT at the end of any annual term by providing LESSEE with six (6) months written notice of such intention to terminate whenever the leasing of the premises constitute an obstacle or hindrance to BUREAU in the management of development of the state forest, or for such purpose as will best serve the interest of the general public. BUREAU also may terminate this AGREEMENT at any time upon written notification of such intention to LESSEE, in the event of LESSEE's breach of any of the conditions herein set forth.
10. **GUIDELINES:** LESSEE shall maintain the building on leased premises and otherwise operate according to the standards set forth in GUIDELINES FOR LEASED FOREST CAMPSITES (Form 8100-FM-FR0047), which are attached hereto and made a part hereof; or as directed by the BUREAU.
11. **GUIDELINES, LAWS, AND REGULATIONS:** LESSEE shall obey all laws and regulations now in effect or hereafter enacted, adopted or promulgated relating to state forests, parks, fish, game, public health and other environmental matters, including the GUIDELINES FOR LEASED FOREST CAMPSITES (Form 8100-FM-FR0047), which are attached hereto and made a part hereof; and LESSEE hereby assumes the responsibility for the obedience of said laws, regulations and guidelines by guests and other users of leased premises.
12. **ASSIGNMENT OF LEASE:** LESSEE shall not assign this AGREEMENT in whole or in part without the written consent of BUREAU. Any assignments made by LESSEE without consent hereinbefore provided shall not vest any right or interest of the assignee in or to the leased premises.
13. **PERMANENT RESIDENCY:** LESSEE shall utilize the leased premises for health and recreation only, and not as a permanent residence or domicile. Failure to comply with this provision shall constitute a breach of this AGREEMENT and be grounds for its termination and may be subject to subsequent ejectment proceedings (see item #22 of this AGREEMENT).
14. **PENNSYLVANIA RESIDENCY:** LESSEE and all financially interested members of a group holding this AGREEMENT shall maintain legal citizenship and residence in the Commonwealth of Pennsylvania. Failure to maintain legal citizenship and a residence in the Commonwealth of Pennsylvania, other than that located on the site herein leased, shall constitute a material breach of this AGREEMENT. LESSEE agrees to provide additional proof of Pennsylvania residency to the BUREAU, upon the BUREAU's request. The BUREAU shall determine when such "proof" is necessary.
15. **USE OF PREMISES:** LESSEE shall conduct no business of any character from or on the leased premises or state forest, nor to use or manage said premises, or permit said premises to be used or managed in any way which would bring discredit or unfavorable public comment or criticism upon BUREAU. LESSEE shall not grant the use of LEASED PREMISES to others for a fee without prior written consent from the BUREAU. BUREAU shall be the sole judge of what constitutes a breach of these conditions.
16. **SEWAGE DISPOSAL SYSTEM:** LESSEE shall obtain the written permission of BUREAU for the installation or modification of any sewage disposal system, including but not limited to outside latrines and gray water. LESSEE shall also be responsible for contacting the local Sewage Enforcement Officer (SEO) for obtaining any required permits and providing copies of said permits to the BUREAU before the work can be performed to the sewage/gray water systems.
17. **RENOVATIONS:** LESSEE may renovate or make additions to the existing building only with the prior written consent of BUREAU.
18. **REMOVAL OF IMPROVEMENTS AFTER TERMINATION:** LESSEE may, within ninety (90) days after the termination of this lease for any cause, remove the improvements placed upon the premises by LESSEE. If LESSEE intends to remove said improvements, he must so notify the District Forester and coordinate all work activities with the District Forester. Upon failure to remove or otherwise dispose of said improvements within ninety (90) days after termination of this AGREEMENT, the improvements shall become the property of BUREAU and BUREAU is especially authorized and empowered to enter and take immediate possession of same without any further obligation to LESSEE.
19. **INGRESS AND EGRESS:** LESSEE shall have free ingress and egress through and over the aforementioned state forest, at any points designated by BUREAU for the use of the premises herein leased, but BUREAU does not assume any obligation to provide or maintain any roads for access to the leased site, nor to provide any utilities, including a water supply.
20. **COMMONWEALTH LAWS:** It is hereby understood and agreed that no rights are granted by this AGREEMENT which shall in any way be so construed as to impair the powers, privileges or duties of BUREAU or its representatives in the execution of the laws of the Commonwealth now in force or hereafter enacted or adopted with reference to the Commonwealth and protection, maintenance, utilization, or development of the state park and the leased premises.
21. **INDEMNIFY AND SAVE HARMLESS:** LESSEE shall at all times hereafter indemnify and save harmless the Commonwealth from and against any and all criticism, detriment, damage, loss, claims, demands, suits, and expenses not herein provided, for which the Commonwealth may suffer, sustain or be subjected to, directly or indirectly, by reason of the operation, management or execution of any of the provisions herein.
22. **EJECTMENT:** Upon failure of LESSEE to pay the rent provided for herein as and when due, LESSEE hereby confesses judgment in favor of BUREAU for such rent and waives the benefit of all appraisalment, stay and any exemption laws of this Commonwealth

as well as the right of inquisition on real estate and authorizes and empowers Bureau to collect, as well as the rent due hereon an attorney's commission of Five Percent (5%) and all costs of collection.

LESSEE hereby authorizes the Attorney General of the Commonwealth, or any Attorney of any Court of Record, to appear for him upon breach of the conditions of this Agreement, and to enter an amicable action of ejectment and confess judgment therein for the premises herein described, and LESSEE does hereby authorize said Attorney to issue a writ of possession without leave of court.

23. **COMPLIANCE:** LESSEE hereby agrees to comply with all provisions set forth in this AGREEMENT and will perform all the necessary work specifically listed (if any) in SECTION TWO of this AGREEMENT, by the specified date. LESSEE attests that they are fully aware that failure to comply with said provisions can be considered as a breach of this AGREEMENT and can subsequently be grounds for termination of this lease.

24. **HEADINGS:** The paragraph headings are for *reference only* and are intended to have no legal force or effect.

SECTION TWO: SPECIAL CONDITIONS (If none, indicate N/A)

N/A

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents as of the day and year first hereinbefore written.

Witness as to the BUREAU

J. Bowman

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

BUREAU OF FORESTRY

By:

ELL MB

State Forester

Witness as to LESSEE

[Signature]

LESSEE (if individual):

Donald L. Mann

(Used only if AGREEMENT is in Husband's and Wife's name)

Attest as to LESSEE

LESSEE (if group)

Secretary/Treasurer/Witness

President/Vice-President/Agent

APPROVED AS TO LEGALITY AND FORM:

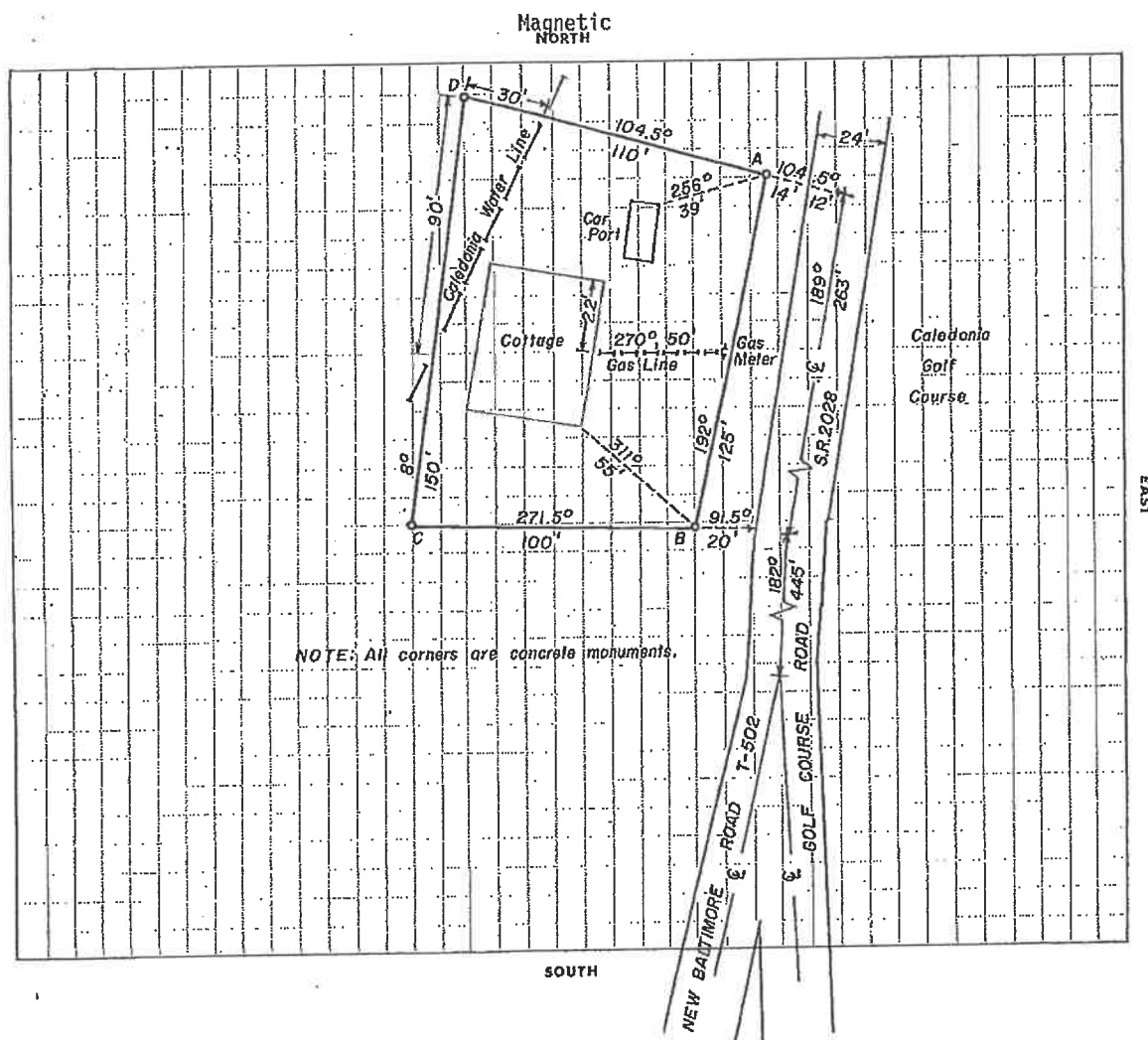
By: 7D-FA-10.0 6/14/2013
Office of the Attorney General

By: Audrey K. Martin 04/19/2023
Chief/Assistant Counsel - DCNR - Bureau of Forestry

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
BUREAU OF FORESTRY

DRAFT OF SURVEY

State Forest District Michaux #1 Site No. 1-C-90
County Franklin Township Greene Compartment No. 35
Scale 1 inch = 50 ft.
Survey Book No. 14 Page 51 Area (Acres) 0.33



Resurvey of existing lease. Original survey done on January 24, 1928 by John R. Williams, Forester.

Drawn by G. L. Zimmerman, April 14, 1992.

INSTRUCTIONS: Plot draft to scale and show all data pertaining to site and its surroundings. Give courses to nearest degree or half degree. Show roads, springs, streams, or bridges, as nearly as possible to scale, with reference to corners and direction of flow. Name roads and streams. Give area in acres and hundredths of acres. Tie one corner to a confluence of two streams, intersection of two roads or trails, crossing of road or trail over a stream, a convenient land corner, or natural feature, the corner of a building now standing, a utility pole, etc. Show location of proposed building, pole or other structure, and tie in with a survey corner by bearing and distance. Include some reference to a landmark which will make it possible to locate the site on Department maps.

Surveyed by J. J. Brodnicki, M. L. Freeman

04/04/1988

Approved (Harrisburg Office) H. Skelly

Samuel A. Smith District Forester