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|  **Rev. 11/201**rfirst**9** | **COMMONWEALTH OF PENNSYLVANIA****Fish and Boat Commission****Valley Creek Watershed Restoration****Grant Program** | VCTC Document Number       |

# LANDOWNER – GRANTEE AGREEMENT

This Agreement, made this

 *(Date)*

by

 *(Landowner(s))*

residing at      telephone #

       , PA

 *(city) (ZIP)*

and

*(Grantee)*

|  |
| --- |
| Project description:       |

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| --- |
| The Project is located at [include address, township/municipality, county, and additional information if available]:       |

Latitude:       Longitude:

**Section 1 – Agreement Provisions**

1. In consideration of the benefits that incur from the investment in the property, and/or monies received, the Grantee and the undersigned Landowner agree to participate in the Valley Creek Watershed Restoration Grant Program, administered by the Valley Creek Trustee Council consisting of the Pennsylvania Fish and Boat Commission (“PFBC,” acting on behalf of the Commonwealth) and the Valley Forge National Historical Park (acting on behalf of the U.S. Department of Interior, National Park Service) and to comply with the terms set forth in this Agreement.

B. Landowner represents and agrees that he/she is the sole owner of the real property on which the Project is to be performed, or has secured a sufficient property interest, including any easements or right-of-ways, necessary to grant access for the completion and maintenance of the Project. A map of the Project site, including adjacent streams and roads, is attached hereto as Exhibit A (“Premises”).

1. Landowner agrees that the PFBC and/or Grantee*,* its employees, agents and contractors shall have the right to enter upon the Premises to perform the work described in Exhibit A (Scope of Work) of the PFBC’s Cooperative Agreement, which is incorporated herein by reference. The right to enter shall also include periodic monitoring visits for the life of this Agreement.

2. By offering the Premises for implementation of this Project, Landowner agrees to allow access, design preparation and implementation and repair of the Project, subject to available funds, for the duration of construction and for the time period identified in Section 1, Paragraph B (10) of this Agreement.

3. Grantee agrees that the Conservation Practices/Best Management Practices (“CP/BMPs”) needed to correct the problems identified in Exhibit A (Scope of Work) of the PFBC’s Cooperative Agreement shall be performed according to the *(Check all that apply)*:

[ ]  a) The Natural Resources Conservation Service (NRCS), Pennsylvania Field Office Technical Guide,

[ ]  b) The U.S. Department of Agriculture, NRCS, National Engineering Handbook,

[ ]  c) *“Guidelines for Natural Stream Channel Design for Pennsylvania Waterways,”* published 2003,

[ ]  d) *“A Handbook of Constructed Wetlands,”* Volume 1, General Considerations, and Volume 5, Stormwater, U.S. Environmental Protection Agency, published 1994,

[ ]  e) *“Pennsylvania Stormwater Best Management Practices Manual,”* as published by the Pennsylvania Department of Environmental Protection, published 2006,

[ ]  f) Plans developed by or certified by a Registered Professional Engineer and approved by PFBC,

[ ]  g) PFBC’s handbook on “*Habitat Improvement for Trout Streams”.*

4. The CP/BMPs shall be maintained pursuant to Section 2, Paragraph C of this Agreement.

5. The [ ]  Landowner [ ]  Grantee shall be responsible for adherence to the standards set forth in Section 2, Paragraph C and shall not act in any manner inconsistent with the terms of this Agreement.

6. The Landowner and the Grantee agree not to destroy, alter or modify the CP/BMPs, except to perform needed repairs, for the period covered by this Agreement, nor to undertake any action on land under the Landowner's control which tends to defeat the purposes of this Agreement.

7. The Landowner reserves the right to take any action permitted under law to remove from the Landowner’s property persons entering the Premises for purposes other than those expressly authorized under this Agreement.

8. The Landowner and Grantee recognize and release any and all rights, claims, title or ownership to the aquatic resource compensation credits, including but not limited to wetland, waterway, aquatic habitat, floodplain or riparian credits, in perpetuity, that are realized from the Commonwealth funded portion of the Project, and recognized by the Pennsylvania Department of Environmental Protection. Such credits are the property of the Commonwealth of Pennsylvania, which maintains full ownership thereof.

9. The Landowner agrees to refund all or part of the grant money paid to the Grantee for the implementation costs of the Project, as determined solely by the Grantee and the PFBC, if before the expiration of the term of this Agreement, the Landowner (a) destroys, alters or modifies the CP/BMPs installed, or (b) voluntarily relinquishes control or title to the land on which the CP/BMPs have been established, and the new landowner and/or operator of the land does not agree to maintain the CP/BMPs for the remainder of the term of this Agreement. If the new landowner agrees to assume Landowner’s obligations and to maintain the CP/BMPs for the remainder of the term of this Agreement, then a new Landowner-Grantee Agreement shall be executed by the new landowner.

10. This Agreement shall be binding on the parties, their heirs, legal representatives, successors, and assigns.

11. The term of this Agreement shall be for the duration of initial Project construction/implementation and a period of 20 years thereafter.

**Section 2 – Additional Agreement Provisions**

A. Tenant provision

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| “Landowner” is a Tenant under a              (Term of Lease) (Oral/Written)Lease agreement effective       , with        (Date) (Landlord Name)as Landlord, covering property located at        (Address)Landowner enters this Agreement subject to the superior rights of the landlord in the Premises, and for a term subject to the duration of Landowner's leasehold interest. |

B. Special Conditions (Site specific concerns):

|  |
| --- |
|       |

C. Operation, Maintenance and Repair Plan (To be attached)

# Section 3 – Agreement Signatures

 (Landowner Signature) (Date)

 (Landowner Name – Please Print) (Date)

 (Landowner Signature) (Date)

 (Landowner Name – Please Print) (Date)

 (Grantee Representative Signature) (Date)

 Must be an officer of the organization

 (Grantee Representative Name – Please Print) (Date)

**Section 3 - NOTARY PROOF OF LANDOWNER(S) IDENTITY:**

**Commonwealth of Pennsylvania }**

 **}**

**County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ }**

On this the day of , 20\_\_\_, before me, the undersigned Officer, a Notary Public for the Commonwealth of Pennsylvania, personally appeared, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me (or satisfactorily proven to me) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

**In Witness Whereof,** I hereunto set my hand and official seal.

 (Seal)

My Commission Expires:

**Commonwealth of Pennsylvania }**

 **}**

**County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ }**

On this the day of , 20\_\_\_, before me, the undersigned Officer, a Notary Public for the Commonwealth of Pennsylvania, personally appeared, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me (or satisfactorily proven to me) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

**In Witness Whereof,** I hereunto set my hand and official seal.

 (Seal)

My Commission Expires:

**OPERATION, MAINTENANCE AND REPAIR PLAN (EXAMPLE)**

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| Proper operation and maintenance of Conservation Practices/Best Management Practices “(CPs/BMPs)” is critical for their success and longevity. The goal of this project is the establishment of e.g., stormwater management BMPs; stabilization of severely eroded streambanks; reconnection of the incised stream channel to the floodplain; and planting of native trees and shrubs in the riparian corridor to prevent streambank erosion, filter runoff, and create a canopy of shade to cool stream temperatures\_\_\_\_\_\_\_ |

 for improvement of water quality and fish habitat in \_\_e.g., Crabby Creek tributary to Little Valley Creek\_\_ (specify the waterway by name).

1) Components of the Project (List all CPs/BMPs being installed within this Project):

|  |  |  |
| --- | --- | --- |
|       |       |       |
|       |       |       |
|       |       |       |

2) The [ ]  Landowner(s) [ ]  Grantee agree to perform all Maintenance Tasks as described in the chart at the end of this document.

3) Allowed activities:

* Invasive weed control
*
*

Prohibited activities:

* Modification or destruction of the Project components identified in #1 above
* All-terrain vehicles
*

4) The [ ]  Landowner(s) [ ]  Grantee shall be considered to be in breach of this Agreement if he/she does not maintain and repair the project in compliance with this plan or willfully neglects any other terms of this agreement.

5) The [ ]  Landowner(s) [ ]  Grantee agrees to comply with all Federal, State, local laws, rules and regulations. This includes noxious weed control.

6) The [ ]  Landowner(s) [ ]  Grantee shall be responsible for all normal, routine maintenance and normal, routine repair of the site and project. Full replacement of a Project component in #1 above shall occur following severe damage, complete failure, or removal of the component. Such replacement will restore the intended function of the Project component.

7) Other Special Conditions:

* Landowner agrees to perform routine, periodic, visual inspections to verify Project performance and if any of the installed CPs/BMPs sustain damage or otherwise fail to function properly to contact the Grantee and/or the Valley Creek Trustee Council.
* The Grantee agrees to provide the Landowner with a written report (including color photographs) within 1 month of inspecting the site each year according to the following chart. The report content will include, at a minimum, a description of the structural integrity and function of the CPs/BMPs, identification of any problems (including erosion, invasive vegetation, tree/shrub mortality) and planned remedies with a time frame for completion.

Maintenance Tasks

|  |  |
| --- | --- |
| Practice | Instream habitat and streambank stabilization structures  |
| Maintenance required | Monitor 2 times per year & after high water events. Perform normal routine maintenance, repair, and, if warranted, replacement of structures as needed to restore intended function. |
| Schedule | Spring, Fall and after significant storms or high-water events. |
| Responsible Party | Grantee |
|  |  |
| Practice | Vegetated riparian buffer |
| Maintenance required | Replace dead trees, shrubs, or herbaceous vegetation planted adjacent to the instream habitat and streambank stabilization structures during this project. |
| Schedule | Annually or more frequently if needed to stabilize erosion. |
| Responsible Party | Grantee |
|  |  |
| Practice | Stormwater detention basin |
| Maintenance required | Remove accumulated debris at the discharge riser pipe |
| Schedule | Early Spring, and early Fall and after significant storms or high-water events. |
| Responsible Party | Landowner |