Pennsylvania Department of Environmental Protection

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED RESTORATION AND
NONPOINT SOURCE MANAGEMENT

Document Number _____

LANDOWNER – GRANTEE AGREEMENT

This Agreement, made this _____
(Date)

by _____

_____
(Landowner(s))

residing at _____ telephone # _____

_____

_____, PA _____
(city) *(ZIP)*

and _____
(Grantee)

Project description: _____

_____

The Project is located at: _____

_____

Latitude: _____ Longitude: _____

Section 1 – Agreement Provisions

A. 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 Pennsylvania Department of Environmental Protection ("PA DEP") Grant Program and 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 PA DEP and/or Grantee, its employees, agents and contractors shall have the right to enter upon the Premises to perform the work described in the "Scope of Work" attachment of the DEP Grant Agreement. 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 for the duration of construction and for the time period identified in Section 1, Paragraph B (11) of this Agreement.

3. Grantee agrees that the Conservation Practices/Best Management Practices (“CP/BMPs”) needed to correct the problems identified in the "Scope of Work” attachment of the DEP Grant Agreement shall be performed according to the *(Check all that apply)*:

   ☐ a) The NRCS Pennsylvania Field Office Technical Guide,

   ☐ b) The Guidelines for Natural Stream Channel Design in Pennsylvania,

   ☐ c) The USDA NRCS National Engineering Handbook,

   ☐ d) A Handbook for Constructed Wetlands, Volume 4, Coalmine Drainage,

   ☐ e) The Stormwater Best Management Practices Manual,

   ☐ f) Plans developed by or certified by a Registered Professional Engineer and approved by PA DEP,

   ☐ g) Manure Management or Nutrient Management plan developed for the operation.

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 ☐ Grantee agrees 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. Any marketable credits toward nutrient effluent limits (nutrient reduction credits) that may be realized on account of the Commonwealth funded portion of this Project and recognized by the DEP, are the property of the Commonwealth of PA, which maintains full ownership thereof. The Landowner and Grantee recognize and release all rights, claims, title or ownership to the nutrient reduction credits that are generated as a result of the Commonwealth funded portion of the work specified in this Agreement, for the time period covered by this Agreement.

8. Any aquatic resource compensation credits, including but not limited to wetland, waterway, aquatic habitat, floodplain or riparian credits, realized from the Commonwealth funded portion of the project, and recognized by the Pennsylvania Department of Environmental Protection, are the property of the Commonwealth of Pennsylvania, which maintains full ownership thereof. The Landowner and Grantee recognize and release all rights, claims, title or ownership to the aquatic resource compensation credits, in perpetuity, that are generated as a result of the Commonwealth funded portion of the work specified in this Agreement.

9. Landowner agrees to refund all or a portion of the value of the CP/BMPs installed, as determined by the Grantee and DEP, 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 Project construction and a period of 20 years thereafter.

Section 2 – Additional Agreement Provisions

A. Tenant Provision

"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) Must be an officer of the organization	(Date)
(Grantee Representative Please Print)	(Date)

Document Number _____

OPERATION, MAINTENANCE AND REPAIR PLAN

Proper operation and maintenance of Best Management Practices "(BMPs)" is critical for their success and longevity. The goal of this project is the establishment of _____

_____

(List BMPs)

for improvement of water quality.

1) Components of the Project (List all practices being installed within this project):

2) Parties agree to perform all Maintenance Tasks as described in the chart at the end of this document.

3) Allowed activities:

-
-
-

Prohibited activities:

-
-
-

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 would include 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.

7) Other Special Conditions:

-
-
-
-

Maintenance Tasks

Practice	
Maintenance required	
Schedule	
Responsible Party	
Practice	
Maintenance required	
Schedule	
Responsible Party	
Practice	
Maintenance required	
Schedule	
Responsible Party	