

GRANTEE LANDOWNER CONDITIONS

The project is located at: _____

Latitude: _____ Longitude: _____

Section 1 – Provisions

- A. Grantee 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.
1. Grantee agrees that the PA DEP, its employees, agents and contractors shall have the right to enter upon the Premises to perform the work described in "Attachment D, Scope of Work" of the DEP Grant Agreement. The right to enter shall also include periodic monitoring visits for a period of 20 years after completion of Project construction.
 2. By offering the Premises for implementation of this project, Grantee agrees to allow access, design preparation and implementation and repair of the Project for the duration of construction and for a period of 20 years thereafter.
 3. Grantee agrees that the Conservation Practices/Best Management Practices ("CP/BMPs") needed to correct the problems identified in "Attachment D, Scope of Work" 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 below.
 5. 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 these terms.
 6. Grantee agrees not to destroy, alter or modify the CP/BMPs, except to perform needed repairs, for a period of 20 years, nor to undertake any action which tends to defeat the purposes of these terms.
 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 Grantee recognizes and releases 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 a period of 20 years.
 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. Grantee agrees to refund all or part of the grant money paid to it, as determined by the DEP, if before the expiration of the time period in Section 1.A.2. above, the Grantee (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. If the new landowner agrees to assume Grantee's obligations and to maintain the CP/BMPs for the remainder of the term, then a new Landowner-Grantee Agreement shall be executed by the new landowner.

Section 2 – Additional Agreement Provisions

A. Tenant provision

<p>“Landowner” is a Tenant under a _____ (Term of Lease) _____ (Oral/Written)</p> <p>Lease agreement effective _____ (Date), with _____ (Landlord Name)</p> <p>as Landlord, covering property located at _____ (Address)</p> <p>Landowner enters this Agreement subject to the superior rights of the landlord in the Premises, and for a term subject to the duration of Landowners leasehold interest.</p>
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B. Special Conditions (Site specific concerns)

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

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:

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Prohibited activities:

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- 4) The Grantee shall be considered to be in breach 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 Grantee agrees to comply with all Federal, State, local laws, rules and regulations. This would include noxious weed control.
- 6) The Grantee shall be responsible for all normal, routine maintenance and normal, routine repair of the site and project.
- 7) Other Special Conditions:
- -
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Maintenance Tasks

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