

CHESAPEAKE & ATLANTIC COASTAL BAYS TRUST FUND LANDOWNER AGREEMENTS

Please read the following instructions **carefully**.

Instructions: This packet includes two (2) different forms:

- Form A (In Perpetuity Landowner Agreement): Use this form for stream restorations, tidal wetlands, living shorelines, stream-wetland complexes, etc.
- Form B (15-Year Landowner Agreement): Use this form for tree plantings, non-tidal wetlands, meadows, bioretentions, etc.

Please **ONLY** fill out one of the two forms (Form A or Form B) per site or project based on the appropriate project type. If you have any questions, please reach out to your project manager or the Outcome 1 lead.

Form A: In Perpetuity

CHESAPEAKE & ATLANTIC COASTAL BAYS 2010 TRUST FUND
LANDOWNER PROJECT AGREEMENT

THIS LANDOWNER PROJECT AGREEMENT ("Agreement") is made this ____ day of _____, 20 ____ by and between _____, hereinafter "Property Owner", and _____, hereinafter "Project Leader". The Property Owner(s) and the Project Leader agree as follows:

1. The Property Owner(s) agrees to allow the installation of a water quality and/or habitat best management practice on the property located at:

_____ (street address)
_____ (county)
_____ (town, state & zip code) (the "Property").
2. The Project Leader has applied/will apply for and/or received a Chesapeake and Atlantic Coastal Bays 2010 Trust Fund Grant to engage with the Property Owner for the purposes set forth in that Grant Agreement, and the Project Leader, or its designees, may undertake restoration activities on land owned by the Property Owner(s). The project area, (____ acres in size, and/or ____ linear feet), as depicted on the site map (Appendix A), is located at _____ (the "Project Area").
3. The Property Owner agrees to not take any action to destroy or otherwise damage the Project Area for the duration of their ownership of the Property in exchange for receiving the benefit of improvement to their Property using funds provided by the Chesapeake and Atlantic Coastal Bays 2010 Trust Fund pursuant to that Grant Agreement by and between the State of Maryland, to the use of the Department of Natural Resources ("DNR"), and the Project Leader.
4. The Property Owner grants to the Project Leader or its designees the authority to complete the restoration project as shown on the design plans (Appendix B) with financial or material support from the Project Leader or its designees.
5. The Property Owner grants to DNR, the Project Leader, and its designees and subcontractors, if any, access to the Project Area at reasonable times for conducting project-related activities including, but not limited to, inspections, construction of the restoration infrastructure within the Project Area surveys, monitoring the maintenance and status of the Project Area, and planting vegetation. The Property understands and agrees that remote, aerial monitoring using, among other tools, satellite and/or small unmanned aerial vehicles, may be utilized in compliance with all applicable local, state and federal laws.
6. The Property Owner retains all rights to control trespass and retains all responsibility for taxes, assessments, granting rights-of-way, control and eradication of noxious weeds, and other incidences of ownership.
7. The Property Owner understands that neither the Project Leader nor its designees makes any claims or warranties as to the life of any projects completed under this Agreement. The only warranties, express or implied, for work performed under this Agreement are those that may be made by the firms

retained to do the project design, or installation work described in the permits, proposal, and design plans. If the Property Owner retains the Project Leader or its designees to undertake the survey and design work for this project, the Property Owner understands that no warranties, express or implied, with regard to the surveys and designs, are made. If the Project Leader or its designee is retained by the Property Owner to undertake construction in accordance with the project design plans, only those implied warranties secured by law may apply, and no other warranties are made.

8. Once the Project Leader or its designee certifies as to the completeness of the project, and the State provides reimbursement of funds to the Project Leader, neither the Project Leader nor its designee is under any obligation to provide additional funds to the Property Owner to help defray the cost of maintenance, repairs or remedial work, unless otherwise noted in the Maintenance Agreement executed by the Property Owner and the Project Leader, which, if it exists, is expressly incorporated herein. The Property Owner agrees that it/they, and their successors in interest, are obligated to maintain the Project Area in perpetuity, unless otherwise specified to be a term-limited Project or if the Project Leader expressly assumes that obligation of maintenance.

9. Projects covered under this Agreement will not be used for mitigation credit, either to be used by the Property Owner or sold by the Property Owner, or to otherwise offset habitat or water quality losses. Projects may not be used to enable individuals cited for noncompliance with a nonpoint source pollution control law or regulation to achieve compliance.

10. The Property Owner agrees that the Project Leader and its designee will not be responsible for any damage to life and property due to their activities, or those of their officers, agents, and employees, in connection with its performance under this Agreement except as permitted by the Maryland Tort Claims Act. Nothing herein is deemed to be a waiver of any immunity which may exist in any action against the Project Leader or its designee.

11. The Property Owner agrees to notify the Project Leader of any conveyance of Property Owner's fee simple interest in the Property to a subsequent owner if such conveyance occurs before the completion of the Project.

12. The Department of Natural Resources is an intended third-party beneficiary of this Agreement with all rights of the Project Leader and the right to enforce the terms of this Agreement in perpetuity in consideration for the funding provided for the Project by the Trust Fund.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

PROJECT LEADER

PROPERTY OWNER

BY _____

BY _____

Printed Name: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____

Form B: 15-Year Landowner Agreement

CHESAPEAKE & ATLANTIC COASTAL BAYS 2010 TRUST FUND LANDOWNER PROJECT AGREEMENT

THIS LANDOWNER PROJECT AGREEMENT ("Agreement") is made this ____ day of _____, 20 ____ by and between _____, hereinafter "Property Owner", and _____, hereinafter "Project Leader". The Property Owner(s) and the Project Leader agree as follows:

1. The Property Owner(s) agrees to allow the installation of a water quality and/or habitat best management practice on the property located at:

_____ (street address)
_____ (county)
_____ (town, state & zip code) (the "Property").
2. The Project Leader has applied/will apply for and/or received a Chesapeake and Atlantic Coastal Bays 2010 Trust Fund Grant to engage with the Property Owner for the purposes set forth in that Grant Agreement, and the Project Leader, or its designees, may undertake restoration activities on land owned by the Property Owner(s). The project area, (____ acres in size, and/or ____ linear feet), as depicted on the site map (Appendix A), is located at _____ (the "Project Area").
3. The Property Owner agrees to not take any action to destroy or otherwise damage the Project Area for a term of at least fifteen (15) years or for the duration of their ownership of the Property, whichever is longer, in exchange for receiving the benefit of improvement to their Property using funds provided by the Chesapeake and Atlantic Coastal Bays 2010 Trust Fund pursuant to that Grant Agreement by and between the State of Maryland, to the use of the Department of Natural Resources ("DNR"), and the Project Leader.
4. The Property Owner grants to the Project Leader or its designees the authority to complete the restoration project as shown on the design plans (Appendix B) with financial or material support from the Project Leader or its designees.
5. The Property Owner grants to DNR, the Project Leader, and its designees and subcontractors, if any, access to the Project Area at reasonable times for conducting project-related activities including, but not limited to, inspections, construction of the restoration infrastructure within the Project Area surveys, monitoring the maintenance and status of the Project Area, and planting vegetation. The Property Owner understands and agrees that remote, aerial monitoring using, among other tools, satellite and/or small unmanned aerial vehicles, may be utilized in compliance with all applicable local, state and federal laws.
6. The Property Owner retains all rights to control trespass and retains all responsibility for taxes, assessments, granting rights-of-way, control and eradication of noxious weeds, and other incidences of ownership.
7. The Property Owner understands that neither the Project Leader nor its designees makes any claims or warranties as to the life of any projects completed under this Agreement. The only warranties,

express or implied, for work performed under this Agreement are those that may be made by the firms retained to do the project design, or installation work described in the permits, proposal, and design plans. If the Property Owner retains the Project Leader or its designees to undertake the survey and design work for this project, the Property Owner understands that no warranties, express or implied, with regard to the surveys and designs, are made. If the Project Leader or its designee is retained by the Property Owner to undertake construction in accordance with the project design plans, only those implied warranties secured by law may apply, and no other warranties are made.

8. Once the Project Leader or its designee certifies as to the completeness of the project, and the State provides reimbursement of funds to the Project Leader, neither the Project Leader nor its designee is under any obligation to provide additional funds to the Property Owner to help defray the cost of maintenance, repairs or remedial work, unless otherwise noted in the Maintenance Agreement executed by the Property Owner and the Project Leader, which, if it exists, is expressly incorporated herein. The Property Owner agrees that it/they are obligated to maintain the Project Area unless the Project Leader expressly assumes that obligation of maintenance.

9. Projects covered under this Agreement will not be used for mitigation credit, either to be used by the Property Owner or sold by the Property Owner, or to otherwise offset habitat or water quality losses. Projects may not be used to enable individuals cited for noncompliance with a nonpoint source pollution control law or regulation to achieve compliance.

10. The Property Owner agrees that the Project Leader and its designee will not be responsible for any damage to life and property due to their activities, or those of their officers, agents, and employees, in connection with its performance under this Agreement except as permitted by the Maryland Tort Claims Act. Nothing herein is deemed to be a waiver of any immunity which may exist in any action against the Project Leader or its designee.

11. The Property Owner agrees to notify the Project Leader of any conveyance of Property Owner's fee simple interest in the Property to a subsequent owner if such conveyance occurs before the completion of the Project.

12. The Department of Natural Resources is an intended third-party beneficiary of this Agreement with all rights of the Project Leader and the right to enforce the terms of this Agreement in consideration for the funding provided for the Project by the Trust Fund.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

PROJECT LEADER

PROPERTY OWNER

BY _____

BY _____

Printed Name: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____