

RIPARIAN PLANTING HABITAT RESTORATION AGREEMENT

This agreement, dated _____, between [LANDOWNER] and [GRANTEE] allows the [GRANTEE] and/or its Partners to undertake riparian tree planting activities on land owned by the [LANDOWNER] in [NAME OF COUNTY], Commonwealth of Pennsylvania.

In signing this agreement, the [LANDOWNER] grants to the [GRANTEE], or its designees, the authority to complete the activities described in Appendix "A." The site plan drawings included in Appendix "A" show existing site conditions and work to be completed.

The [LANDOWNER] agrees to maintain the riparian buffer depicted in Appendix "A" under this agreement for at least twenty-five (25) years.

Appendix "B" identifies estimated buffer planting costs and donations of supplies or equipment from the [GRANTEE] and its Partners to the [LANDOWNER] for carrying out these activities

The [LANDOWNER] grants the [GRANTEE] and its Partners vehicular and equipment access to the site with 48 hours prior notice to conduct project-related activities such as site analysis and design, installing trees, shrubs and other vegetative cover, inspecting completed work, maintenance and monitoring for at least 25 years.

[LANDOWNER] does not have to be present unless otherwise requested by the project manager.

The [LANDOWNER] retains all rights to control trespass and retains all responsibility for taxes, assessments, granting of right-of-way, control and eradication of noxious weeds, and other incidences of ownership.

The [LANDOWNER] agrees that all design and project implementation will be managed by the [GRANTEE] or its representatives.

[LANDOWNER]'s stewardship activities are described in Appendix "A." In the event that a natural circumstance, beyond the control of the [LANDOWNER], damages the constructed or installed components of the restoration project, the [LANDOWNER] will not be required to repair these damages.

The [LANDOWNER] agrees to ensure that trees and shrubs planted in the project area are not cut, removed, mowed or otherwise disturbed, and the materials used to protect these trees remain in place for at least 25 years.

The [LANDOWNER] shall notify the [GRANTEE] in writing, prior to the implementation of any action, if (1) the [LANDOWNER] ever proposed to convert facilities constructed, rehabilitated, or improved under this Agreement to non-buffer uses, (2) if the facility ever becomes obsolete and the [LANDOWNER] decides to destroy or remove the buffer plantings, or (3) the [LANDOWNER] proposed to sell off lands developed, rehabilitated or improved with these state funds.

The [LANDOWNER] agrees to allow small signs to be installed identifying the riparian buffer planting project.

The [LANDOWNER] must obtain the [GRANTEE]'s written consent in order to modify the original site plan. This agreement may be modified at any time by mutual consent of the parties, subject to approval by the Department of Conservation and Natural Resources. Any written notice to the [GRANTEE] shall be sent to: [ADDRESS OF GRANTEE]. Any written notice to the [LANDOWNER] shall be sent to: [ADDRESS OF LANDOWNER]

If the [LANDOWNER] terminates this agreement, the [LANDOWNER] shall reimburse the [GRANTEE] and its Partners for their project installation costs, as identified in Appendix “B.” The cost of the riparian tree planting will be pro-rated based on a twenty-five year project life.

The termination date of the agreement will determine when obligations between the parties shall end. At that date, any developments to the land will become the property of the [LANDOWNER], and there shall be no obligation to any of the parties.

The [LANDOWNER] guarantees ownership of the above-described land and warrants that no outstanding rights exist which interfere with the rights of the [GRANTEE] or its Partners under this agreement.

In the event the [LANDOWNER] transfers any of the lands designated and described in the attached site plan map, he/she shall take such steps as are necessary to inform the purchaser of the existence of this agreement. Additionally, any deed, lease, or other instrument of transfer will be made subject to this agreement so that the new landowner shall step into the role of [LANDOWNER] under this agreement. The [LANDOWNER] will notify the [GRANTEE] of any changes in ownership.

The [GRANTEE] is prohibited by law from making obligations that exceed available funds, and therefore the [GRANTEE] can only do that work which is funded. In the event funds are not available to do the restoration work within the period of time or in the manner described on the attached site plan, the [GRANTEE] will notify the [LANDOWNER] of that fact.

The [LANDOWNER] agrees, on behalf of himself/herself/themselves and his/her/their heirs, successors and assigns, to release the [GRANTEE] and their representatives from all claims arising out of and/or related to the project described in Exhibit “A.”

Signature by the parties to this agreement signifies understanding of each party’s rights and responsibilities.

[LANDOWNER] NAME (print)

DATE

[LANDOWNER] SIGNATURE

DATE

[GRANTEE] NAME (print)

DATE

[GRANTEE] SIGNATURE

DATE

APPENDIX A

RIPARIAN BUFFER PLANTING RESTORATION and STEWARDSHIP PLAN,

TOPO MAP,

SITE PLAN DRAWINGS

RIPARIAN BUFFER PLANTING RESTORATION AND STEWARDSHIP PLAN

The following is a listing of sequenced events which will take place during the riparian buffer planting period for the _____ riparian tree planting/restoration projects. The [GRANTEE]'s objective is to permanently protect the streambanks in an environmentally friendly manner, which will also improve the riparian area surrounding the stream. Specific project details include:

- A visual inspection and PA-one-call will be done to ensure that the buffer will not be planted over the right of way of any buried utility lines including but not limited to gas, phone, water, and/or sewage, or directly under any electric lines.
- Materials may be delivered on site prior to scheduled planting date. These materials will be placed on a pre-determined site identified by landowner and project manager.
- All planting personnel will use previously identified access lanes for transporting planting materials and equipment to and from planting site.
- All excess planting materials will be removed from site upon completion of planting.

Better maintenance for a riparian buffer will lead to an increased survival of planted trees and shrubs and a swifter return to natural conditions. General landowner stewardship for a riparian buffer, at a minimum, includes an annual inspection of the planted area, noting the condition of tree tubes -- including downed tubes, broken stakes, and trees emerging through the protective netting. The [LANDOWNER] shall complete basic routine maintenance as necessary, such as but not limited to, correcting downed tubes and broken stakes and removing netting on any tubes where the trees have emerged. Significant maintenance, such as tree replacements, shall be reported to the [GRANTEE] for their The [LANDOWNER] may be contacted annually by the [GRANTEE] to inquire about the annual inspection. In response to the contact, the [GRANTEE] will make any needed maintenance decisions. During the annual inspection a landowner should note:

- Any tree tubes used to shelter the plants are designed to allow for the growing tree to split out of the tube and will breakdown overtime, thus will not need to be removed.
- Netting used to "cap" tree tubes is utilized to prohibit birds (typically bluebirds) from entering the tube and becoming trapped. Upon tree emergence from the tube the netting is no longer needed and can be removed from the tubes.

TOPO MAPS and SITE PLAN DRAWINGS
(See the included attached documents)

APPENDIX B

PROJECT BUDGET
PARTNER CONTRIBUTIONS,
SPECIAL PROVISIONS

Partner Contributions

	<u>Cash</u>	<u>In-kind</u>
[GRANTEE]	\$ _____	\$ _____
Partner	\$ _____	\$ _____
Landowner	\$ _____	\$ _____
Total	\$ _____	\$ _____

Special Provisions:

1. For the first 5 (five) years of this agreement, the [LANDOWER] will steward the riparian plantings through annual maintenance, to offer the best opportunity for the plantings to thrive. Reasonable and routine maintenance should be carried out for the duration of the agreement. The [GRANTEE] will assist the [LANDOWNER] in determining the appropriate maintenance schedule and necessary maintenance activities for the first 5 years and for the remaining 20 years.