(Print on Project Sponsor Letterhead)

**LANDOWNER AGREEMENT**

Landowner and BMP Information:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Landowner Name:** |  | | | |
| **Landowner Address:** |  | | | |
| **Associated Organization** |  | | | |
| **BMP Description:** |  | | **Installation date:** |  |
| **BMP Address:** |  | | | |
| **BMP Latitude:** |  | **BMP Longitude:** |  | |
| **Total Cost of BMP:** | $ | | **Total Match:** | $ |
| **Cost-Share Sources:** | **319(h) Cost-Share Amount:** | $ | **% of Cost-Share:** | % |
| **[Other Source] Cost-Share Amount:** | $ | **% of Cost-Share:** | % |
| **[Other Source] Cost-Share Amount:** | $ | **% of Cost-Share:** | % |
| **Total Cost-Share Amount:** | | $ | | |

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Project Sponsor)* has agreed to provide funding through a grant from the Virginia Department of Environmental Quality (DEQ) (*Grant Agreement #\_\_\_\_\_\_\_\_\_\_*) to the above referenced landowner/organization for the purpose of construction of the BMP referenced above. A total amount of $\_\_\_\_ in cost-share is awarded for this practice.

The landowner agrees that access to the landowner’s property will be allowed for the project sponsor and state agency staff to:

* Evaluate site and design options, and to observe construction and operation of the BMP.
* BMP validation and/or spot check during the \_\_\_ year life span of the practice.
  + End date of life span is: \_\_\_\_\_\_\_\_\_\_ (date life span expires)
* Conduct information and education programs (i.e. field days for other landowners and interested persons to observe the operation of the BMPs). *[This condition is optional.]*

Such access to the site shall be secured through consultation with the landowner to determine a mutually agreeable date and time for access. Access for BMP validation will be for the projected lifespan of the practice and subject to the same provisions regarding notification for a visit.

The landowner accepts responsibility for the maintenance of the BMP for the duration of its project lifespan *(Note*: Lifespan begins on January 1 of the calendar year following the year of certification of BMP completion, extends until 12/31 of the year lifespan ends and is based on a DEQ referenced specification, manual or operation and maintenance plan*).*

Maintenance should be considered that which is a) specifically listed and required in associated Operation and Maintenance Plan and associated BMP specification, b) that which is necessary to keep the BMP functioning as designed.

If the above referenced BMP(s) is/are found not to meet applicable standards and specifications at the time of installation, if the BMP(s) is/are removed or not properly maintained during the lifespan of the BMP(s) or any other breach of the above terms of this agreement shall lead to the immediate revocation of this agreement. In that event the landowner agrees to refund to the Grantee all or part of the DEQ funds paid for the BMP, on a straight line pro-rata basis, The sale, lease, or changed use of the property will not exempt signatories from fulfilling this/these requirement(s). Should the property change ownership during the life span of the practice, the landowner will work with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Project Sponsor*) to ensure that an *Agreement Transferring Responsibility for Best Management Practice* form is completed.

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| --- | --- | --- | --- |
| [signature] | [Name] | [Date signed] | [email address] |
| Signature of Landowner | Name of Landowner | Date Signed | Email address |
| [signature] | [Name] | [Date signed] | [email address] |
| Signature of Representative | Representative and Name of Grantee | Date Signed | Email address |
| [signature] | [Name] | [Date signed] | [email address] |
| Signature of Other Party | Name | Date Signed | Email address |