# District Implemented Projects - Landowner Agreement Template

## Purpose of Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between the XX Conservation District (District), who is undertaking a project (Project) funded by the State Conservation Commission (SCC), and Landowner or Landowner(s), who own the property on which the Project will take place. The District and Landowner(s) mutually agree to participate in conducting the natural resource improvement activities described below. The activities also are described in, and in accordance with, the SCC’s Master Contract with XX District, into which this agreement, once signed by both parties, becomes incorporated herein.

## XX Conservation District

* Contact Information
* Staff Project Lead Name and Contact Information

## Landowner(s)

* Name and contact information

## Property Description

* Project address(es) and lat/long coordinates

## Terms, Conditions and Responsibilities

### **District Agrees To**

* Be responsible for the design and installation or completion of the project, and the conduct and activities of its staff, agents, and representatives within the scope of the project.
* Provide the Landowner(s) with a timeline of estimated dates of Project activities, including start and completion dates, and to keep the Landowner(s) informed of progress.
* Conduct the Project-related activities described above in the Project Description.
* Leave all remaining portions of the property in as near pre-project condition as reasonable, or as otherwise agreed upon in writing with Landowner(s).
* Hold harmless the landowner from any liability, including any negligence on the part of the landowner, associated from injuries or damages occurring to workers implementing the project.
* Ensure all applicable local, state, and federal permits are obtained for installation of the practice(s). District understands and agrees that construction or implementation must not occur until documentation of obtained permits is on file at the District.
* Ensure compliance with Executive Order (EO) 05-05 and SCC’s Cultural Resources policy and provide required documentation to the SCC describing actions taken under the EO and policy.
* Identify the specific maintenance and/or monitoring activities that will be provided and performed by the District in Attachment A. Practice design life standards will apply for all USDA Natural Resources Conservation Service and SCC-approved practices.

### **Landowner Agrees To**

* Authorize the District to install, construct or complete practice(s) described in the detailed Specific Project Information in Attachment A to address identified natural resource issues on Landowner's property.
* Agrees to defend, indemnify and save harmless the District, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the District, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the applicant, his/her contractors, its successor or assigns, or its or their agent, servants, or employees, the District, its appointed or elected officers, employees or their agents, its appointed or elected officials or employees. It is further provided that no liability shall attach to the District by reason of entering into this agreement, except as expressly provided herein.
* Permit for the duration of the practice(s) design life, on reasonable notice and request from the District, the inspection of the location, maintenance, and monitoring of the long-term condition of the practice(s).
* Provide annual proof of performance documentation as specified in Attachment A to the District on October 1 of each year, for the design life of each practice.
* Reimburse all or part, as prorated by the District, in addition to any other remedies available by law or in equity, if, before the expiration of each or any practice design life the contract is terminated due to any of the following:
	+ Landowner destroys or fails to maintain the practice(s)
	+ Landowner relinquishes management or title to the land on which the practice(s) have been established and the new owner/operator of the land does not agree, in writing, under the same terms applicable to the Landowner, the practice(s) for the remainder of the design life.
* Request of any person(s) to whom the benefitted acres are transferred by sale, lease, or other means, to sign a statement to maintain and continue the practice(s) for its design life under the same terms applicable to the Landowner as a condition of ownership or control.
	+ Landowner will notify the District in writing of any change in ownership or control of the subject property within thirty (30) days of such a change.
	+ Written notification to the District will include:
		- The name of the new landowner(s);
		- Whether or not the new landowner(s) agree to continue the practice(s), and;
		- If they agree to continue the practice(s), a copy of the new landowner-signed statement to retain and maintain the practice for its remaining design life.
	+ Landowner also understands that in the event the District is required to institute legal proceedings to seek recovery of public funds, the District is entitled to its costs thereof, including attorney’s fees.
* Agree that any and all photographs submitted to the District, or taken by the District, in relation to this project can and may be used for the purposes of reporting and/or displaying the results of the Project.

***General Terms***

This agreement may be terminated by the District, if in its discretion, it determines that circumstances have rendered the Purpose of this agreement impractical to achieve. Termination also may be sought by either party by providing 30 days written notice to the other party. This Agreement does not authorize the District or SCC to assume jurisdiction over, or any ownership interest in, the premises. The Landowner retains sole responsibility for taxes, assessments, damage claims, and controlling trespass. The Landowner also retains all benefits and enjoyment of the rights of ownership except as are specifically provided in this agreement.

## Definitions

* Project: An investment of public funds to plan, design, permit, install, construct, and/or complete 1 or more defined practices on 1 or more properties.
* Practice: A defined, specific activity to be performed or constructed according to approved standards and specifications published by the USDA Natural Resources Conservation Service (NRCS) or SCC for the purpose of addressing a natural resource concern(s). See Specific Project Information in Attachment A.
* Conservation District (District): Special purpose district authorized by RCW 89.08 to assist in the conservation of natural resources in Washington State.
* Landowner: Person or persons with legal title to, and control over, the property where the practice(s) will be implemented. This person or persons must sign this contract before any work commences on their property.
* Natural Resource Concern: An opportunity to sustain or enhance soil, water, air, plants, animals, humans and energy.
* Practice Code: A code assigned to a practice, established and published by the USDA Natural Resources Conservation Service in the Field Office Technical Guide.
* Practice Design Life: The described and expected life of a practice if installed correctly, and maintained in accordance with the accompanying management plan.
* Proof of Performance: An agreed to a method of communicating the ongoing retention, maintenance or operation of a practice between the District and the Landowner. See Specific Project Information in Attachment A.

## District Authorized Signatory: Person identified by the District authorized to obligate the District and reflected on an Authorized Signature Form on file at SCC.

## Signatures & Dates

XX District Authorized Signatory: Date:

Printed Name:

Landowner: Date:

Printed Name:

## Attachment A: Specific Project Information

1. Describe the resource concern(s) to be addressed by the project activities on Landowner’s property.
2. Describe the practices to be installed on Landowner’s property including NRCS practice code(s) and practice design life.
3. Specify and describe construction, maintenance and/or monitoring activities that will be provided or performed by the District and the Landowner. Include frequency and duration of such activities. Include specific details of which District staff, contractors or other authorized personnel may be entering the property for the purposes of performing work including maintenance or monitoring activities and when (dates or timeframes) work will occur.