



# Virginia Conservation Assistance Program

Presented by Virginia Association of Soil & Water Conservation Districts

Contract Number \_\_\_\_\_

**\*Whenever possible, provide photos of the practice site during installation.\***

## LANDOWNER AGREEMENT

### VCAP Form 3

The \_\_\_\_\_ Soil and Water Conservation District (District) has agreed to provide funding through a grant from the Virginia Conservation Assistance Program to

\_\_\_\_\_ (Landowner) for the purpose of construction of a

\_\_\_\_\_ (BMP Description) located at

\_\_\_\_\_ (Landowner Address or BMP Location).

A total amount of \$ \_\_\_\_\_ in cost share funding has been approved for this practice. The landowner agrees that access to the landowner's property will be allowed for the District to:

- Evaluate site and design options, and to observe construction and operation of the BMP.
- Conduct Spot Checks during the ten-year life span of the practice.

Such access to the site shall be secured through consultation with the landowner to determine a mutually agreeable date and time for access.

The Landowner accepts responsibility for the maintenance of the BMP for the duration of its project lifespan. The Landowner shall be responsible for maintaining the practice as per installation.

The Landowner may not use the approved BMP for purposes of Nutrient Trading or regulatory compliance.

The Landowner shall indemnify and save the District harmless from any and all claims for damages to persons or property arising from the installation, maintenance, repair, operation or use of the BMP(s).

The Landowner pledges to reduce impacts on the landscape, such as mowing, fertilizing, and the addition of chemical pesticides.

Any breach of the above terms of this agreement shall lead to the immediate revocation of this agreement. All or part of funding assistance may be required to be refunded, on a straight line pro-rata basis based on the BMP lifespan, if the BMP is removed or not properly maintained during the life of the practice.

Should the property change ownership during the lifespan of the practice, the landowner will work with the District to ensure that an **Agreement Transferring BMP Responsibility (VCAP Form 4)** form is completed. If the VCAP Form 4 is not completed, the participant remains responsible for the BMP during the project lifespan.

\_\_\_\_\_  
Landowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Date