

**AGREEMENT FOR HABITAT IMPROVEMENT AND PUBLIC FISHING ACCESS**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the “LANDOWNER,”

and

the Commonwealth of Pennsylvania, Pennsylvania Fish and Boat Commission, with an address of P.O. Box 67000, Harrisburg, PA 17106-7000, hereinafter referred to as the “PFBC.” The LANDOWNER and the PFBC are collectively referred to as the “Parties.”

WHEREAS, LANDOWNER is the owner of a tract of land located along \_\_\_\_\_, hereinafter called the “Waterway,” in the municipality of \_\_\_\_\_, County of \_\_\_\_\_, Commonwealth of Pennsylvania, further described at the coordinates, Latitude \_\_\_\_\_ and Longitude \_\_\_\_\_, hereinafter called the “Property;” and

WHEREAS, the Property is depicted on Exhibit A, attached hereto, and incorporated herein; and

WHEREAS, PFBC wishes to make certain habitat improvements and provide public fishing and fisheries management on a portion of the Property, hereinafter called the “Agreement Area” as shown on Exhibit A and as further described in Paragraph 2 hereof; and

WHEREAS, the LANDOWNER and the PFBC desire to enter into this written agreement in order to clarify the terms and conditions under which the Agreement Area may be utilized.

NOW, THEREFORE, in consideration of the benefits that incur from the investment in the Property and/or monies received, LANDOWNER hereby grants the PFBC, its agents, and assigns permission to make certain habitat improvements and to provide public fishing access and resource management as approved in advance by the LANDOWNER, subject to the following terms and conditions:

1. **TERM.** The term of this Agreement shall be for an uninterrupted period of 10 years from the date of the last signature hereto. Unless terminated at the end of the initial 10-year term, this Agreement shall renew automatically in five-year increments. Either party shall notify the other party 90 days prior to the end of any term of its intention not to renew for another term.
  
2. **AGREEMENT AREA.** The Agreement Area, as depicted on Exhibit A, shall include that area of the Property from 35 feet from any bank of the Waterway owned by the LANDOWNER, unless a greater or lesser width from the bank is shown on Exhibit A, to all parts of the bed of the Waterway within the boundaries of the LANDOWNER’s Property. The length of stream or lake frontage of the Agreement Area is \_\_\_\_\_ feet (stream side 1/lake shore, \_\_\_\_\_ feet (stream side 2 if applicable).
  
3. **PFBC’S RIGHTS.** The PFBC, its agents, and assigns may use the Agreement Area for improving stream or lake habitat and conducting other resource management activities that are consistent with the purposes of this Agreement. The PFBC, its agents, and assigns also shall have the right of ingress, egress, and regress over the Property in order to carry out their rights and obligations under this

Agreement. During construction, the PFBC shall have the right to temporarily use other areas on the Property as approved in advance by the LANDOWNER.

4. LANDOWNER'S RIGHTS. The LANDOWNER reserves the following rights: (1) to use the Agreement Area in the same manner as the "public;" and (2) to take any action permitted under law to remove from the Property persons entering the Agreement Area for purposes other than those expressly authorized under this Agreement.

5. MAINTENANCE OF IMPROVEMENTS. The PFBC, its agents, or assigns shall maintain the improvements constructed by the PFBC or its agents for the initial agreement term of 10 years as determined by the PFBC in its sole discretion. During that period, the LANDOWNER agrees not to destroy, alter, or modify the improvements or to take any action on the Property that tends to defeat the purposes of this Agreement.

6. FREE ACCESS. The LANDOWNER shall keep the Agreement Area open to the public without charge for fishing and resource management. Public use shall be subject to the rules, regulations, and /or limitations established by the PFBC presently or in the future to regulate fishing activities. The public shall have access to the Agreement Area via the Waterway, from any public rights of way and from any pathway allowed by the LANDOWNER in its sole discretion.

7. REIMBURSEMENT BY LANDOWNER. The LANDOWNER agrees to reimburse the PFBC for the PFBC's implementation costs of the improvements if, before the expiration of the initial term of this Agreement, the LANDOWNER (a) destroys, alters, or modifies the improvements installed by the PFBC, its agents, or assigns, or (b) fails to keep the Agreement Area open to the public without charge as provided in Paragraph 6. The LANDOWNER will only be responsible for the PFBC's costs, and not the PFBC's agents or assigns costs.

8. SIGNS. The PFBC shall have the right to erect and maintain such signs and notices as may be necessary to inform the public that the Agreement Area is open to free fishing and of the laws and regulations pertaining to its use.

9. TITLE. The LANDOWNER represents that LANDOWNER has title to the Property.

10. TERMINATION FOR DEFAULT. This Agreement may be terminated by either party for default by the other party in carrying out the terms and conditions hereof. However, prior to terminating the Agreement for default, the terminating party must send the defaulting party a notice to cure the default within 30 days of the date of the notice. If the defaulting party fails to take action to cure the default or to cure the default to the terminating party's satisfaction, the terminating party may terminate the Agreement by giving 30 days written notice to the defaulting party by certified mail setting forth in detail the reasons for the termination.

11. CONSTRUCTION. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and shall be binding on both Parties, their heirs, successors, agents, and assigns.

12. RECREATION USE OF LAND AND WATER ACT. Nothing in this Agreement shall limit the LANDOWNER'S ability to avail itself of the protections offered by the Recreation Use of Land and Water Act, Act of February 2, 1996, P.L. (1965) 1860, No. 586, as amended 68 P.S. § 411-1 et seq.

13. NOTICES. Notices shall be effective on the date they are received and shall be sent either by hand delivery, certified mail, or overnight delivery. Notices shall be sent to the addresses identified on page one of this Agreement.

14. AMENDMENTS. Amendment to any provision of this Agreement is effective only if the amendment is in writing and signed by both Parties.

15. THIRD PARTY BENEFICIARY. The Parties intend the Cooperator named on page one to be a third party beneficiary of this Agreement with the right to enforce the obligations of either party hereunder.

IN WITNESS WHEREOF, the Parties have signed this document on their behalf and have had their signatures duly witnessed, all as of the day and year first above written.

**Witness:**

**Landowner(s)**

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Print Name: (date)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Print Name: (date)

**Attest:**

**Pennsylvania Fish and Boat Commission**

\_\_\_\_\_  
Administrative Secretary (date)

\_\_\_\_\_  
Executive Director (date)

**APPROVED AS TO LEGALITY AND FORM:**

\_\_\_\_\_  
PFBC Office of Chief Counsel (date)

\_\_\_\_\_  
Office of Attorney General (date)