

## COOPERATIVE AGREEMENT

**THIS COOPERATIVE AGREEMENT** (“Agreement”) is made this 20th day of (month) February (year) 2023 (the “Effective Date”) between Chesapeake Conservancy, Inc, located at 716 Giddings Avenue, Suite 42, Annapolis MD 21401, herein referred to as “CC”, and BVRA, herein referred to as “Landowner and/or Cooperator” with a registered address of 619 Market Street, Ste 182, Lewisburg, PA on the property with an address of \_\_\_\_\_.

### Recitals

WHEREAS CC was founded as a catalyst for change, advancing strong public and private partnerships, developing, and using new technology, and driving innovation throughout their work. CC empowers the conservation community with access to the latest data and technology;

AND WHEREAS, pursuant to its purpose, CC seeks to complete restoration activities on the landowner’s property;

AND WHEREAS, an owner of such property (“Landowner”) will often lease his or her land to a third party (“Cooperator”) for farming and other agricultural use;

AND WHEREAS, CC has requested permission from the Landowner and Cooperator, if applicable, to access certain lands for the purposes stated herein;

AND WHEREAS, the above-named Landowner and Cooperator, if applicable, has agreed to grant CC access as requested;

NOW THEREFORE, intending to be legally bound hereby, the parties have agreed as follows:

1. During the term of this Agreement, Landowner and Cooperator, if applicable, shall permit CC, its contractors, or representatives, the right to access the site upon reasonable advanced notice for the purposes of conducting the Scope of Work.
1. This Agreement shall take effect on the Effective Date and shall remain in effect until April 15, 2023.
1. Each Party to this Agreement shall, to the fullest extent permitted by law, defend, hold harmless and indemnify the other party against any and all claims, demands, causes of action or damages, including attorneys’ fees (collectively, “Claims”), arising out of or relating to any of the obligations undertaken in connection with this Cooperative Agreement, including but not limited to (i) any breach of this Agreement; and (ii) any

actual or alleged injury or death to a person and/or loss of or damage to property caused directly or indirectly, wholly or in part by the either Party.

**SCOPE OF WORK:**

With due notice, the Landowner and Cooperator will allow CC staff and volunteers onto the  
aforementioned property to collect live stakes, a process involving the selective cutting of tree  
and shrub branches and removing them from the property for the purpose of being planted in a  
stream's riparian buffer.

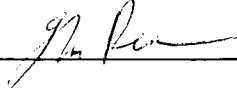
Upon execution hereof, this Agreement shall apply to all activities associated with the stated Scope of Work. In Witness whereof, the undersigned have executed this Agreement, with full and complete knowledge of its effects, as of the Effective Date.

**AGREED AND ACCEPTED:**

**LANDOWNER:**

Print Name: John Rowe

Date: 02/22/2023

Signature: 

**COOPERATOR (if applicable):**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**CHESAPEAKE CONSERVANCY:**

Print Name: \_\_\_\_\_

Date: 2/16/2023

Signature: \_\_\_\_\_