

Board of Water and Soil Resources

CONSERVATION EASEMENT PROGRAM



HANDBOOK II: Easement Acquisition and Implementation

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EASEMENT ACQUISITION PROCESSING FRAMEWORK

A. EASEMENT ACQUISITION OVERVIEW

- A.1 Processing Flowchart
- A.2 The Three Stages to Conservation Easement Acquisition
 - Application Stage
 - Agreement Stage
 - Easement Stage
- A.3 Processing Checklists

B. SWCD ADMINISTRATION

- B.1 Easement Files
- B.2 Cancellation Procedures
- B.3 SWCD Reimbursable Expenses

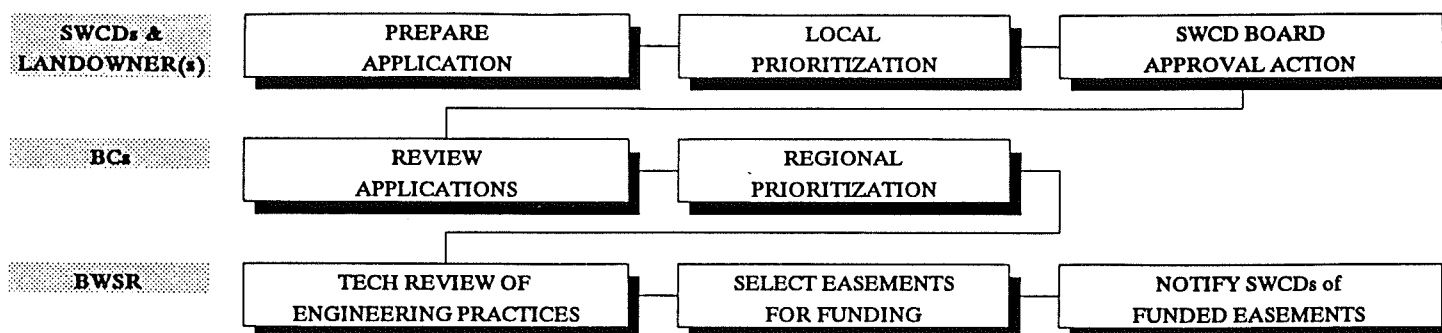
APPENDIX

- A) SWCD Checklist
 - A-1 SWCD Checklist: Part I, Application Stage
 - A-2 SWCD Checklist: Part II, Agreement Stage
 - A-3 SWCD Checklist: Part III, Easement Stage
- B) Board Conservationist Checklist - Conservation Easement Application
- C) Easement Programs - Central Office Checklist
- D) Conservation Easement Programs - Forms Master List

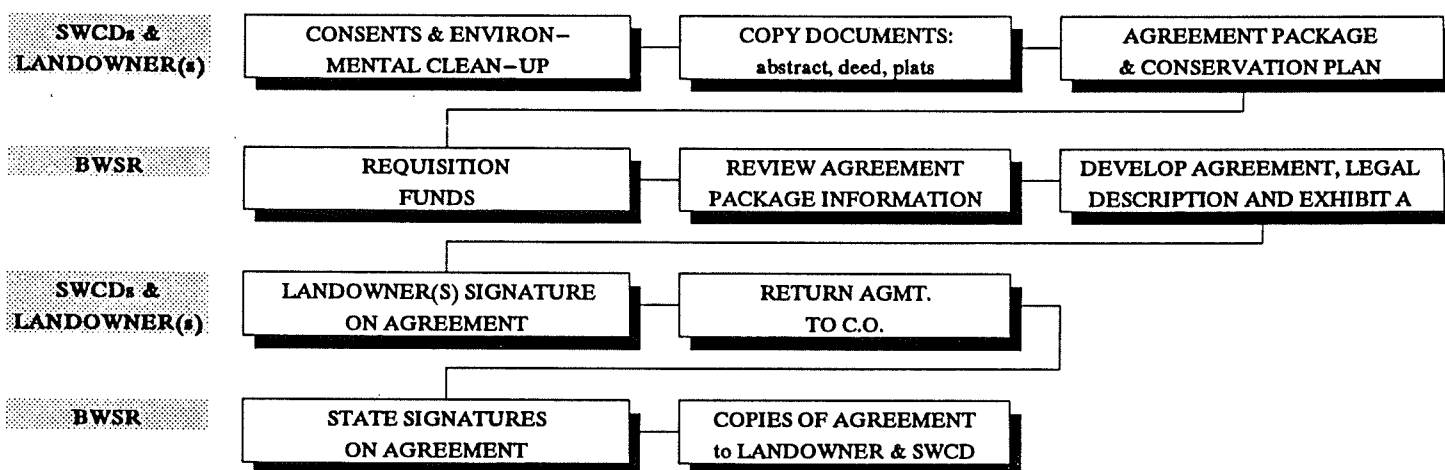
A. EASEMENT ACQUISITION PROCESS

A.1 CONSERVATION EASEMENT ACQUISITION FLOWCHART

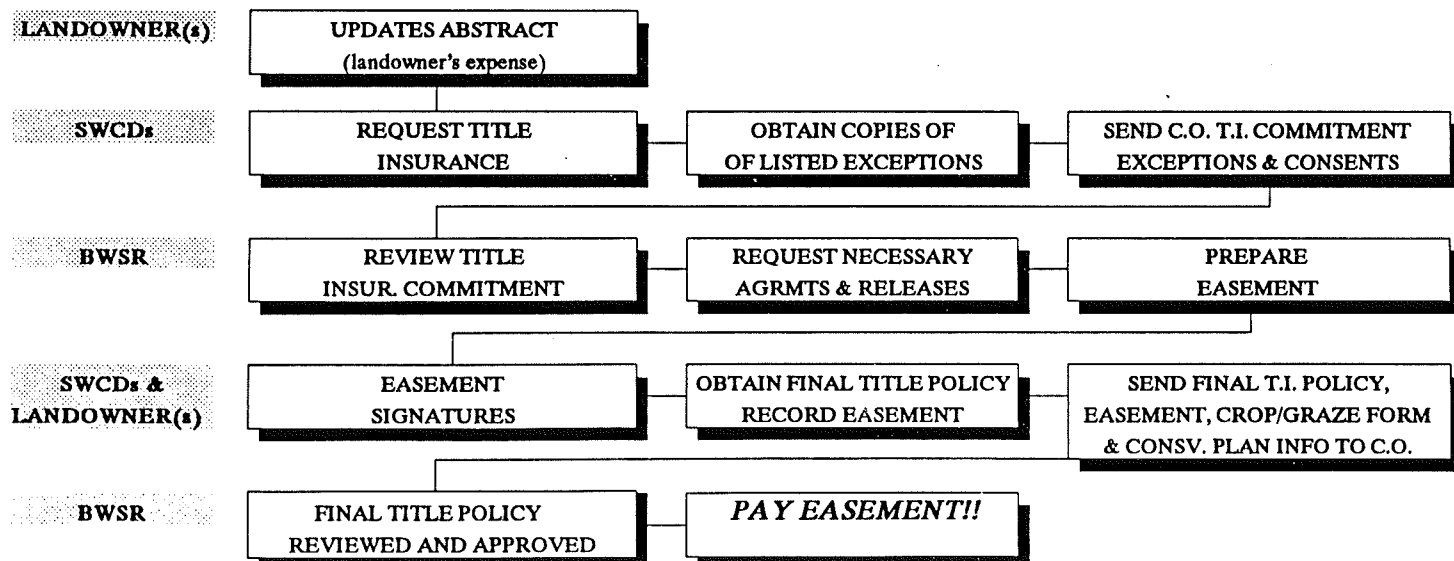
APPLICATION STAGE



AGREEMENT STAGE



EASEMENT STAGE



A.2 THE THREE STAGES TO CONSERVATION EASEMENT ACQUISITION

The process of acquiring a conservation easement involves three distinct stages:

- *Application*
- *Agreement*
- *Easement*

The flowchart on the preceding page creates a visual picture of the easement acquisition process by showing the major **steps** involved in each **stage** of the **process**. Use the flowchart to explain the easement acquisition process to landowners inquiring about the program. A master list of the forms used in the three stages can be found in appendix D. The entire process can take from several months to several years, depending on the problems encountered during the process. Please refrain from providing the landowner with estimates regarding how long it will take to complete the acquisition process.

APPLICATION STAGE

Important steps of this stage include **determining eligibility** for both the landowner(s) and the land(s) being offered for enrollment. In the case of wetland restoration applications, technical feasibility must also be determined. If an applicant and the associated land are determined eligible, and the SWCD feels the area ranks high in terms of meeting local resource protection goals, the next step will be **gathering the information** required to submit the parcel for funding consideration. Lastly, **rank the resource protection priority of the parcel** in relation to the other applications.

If the proposed easement area meets local and state resource protection goals, and the landowner understands and consents to the terms and conditions of the easement, an application package should be completed as instructed in the ***Application Stage*** section of this handbook.

SWCDs can choose to accept applications for easements on a continuous basis, or they can set specific "sign-up" dates. The BWSR will announce the period during which it will accept and review applications for funding consideration. The majority of the program funds will be available to enroll applications submitted during the first sign-up held in the fiscal year (July 1 to June 30). If additional adequate funds exist, a second funding consideration period will be held.

After the district application sign-up has ended, all eligible sites need to be prioritized and approved for further processing by the district board. Local screening committees can be called upon to assist in the prioritization of individual applications, or the district may use the priorities identified at the annual meeting of the committee.

Applications that the district board approves to submit to the state for funding consideration are forwarded directly to the BWSR board conservationist (BC). BCs will review and regionally prioritize the applications, and make funding recommendations for state board approval. Wetland restoration applications will be reviewed by the BWSR Engineering Section prior to funding approval. SWCDs can generally expect to hear which applications will be funded six to eight weeks after submitting them.

AGREEMENT STAGE

The agreement stage entails the greatest amount of work and time. Prior to developing the conservation easement agreement package, the SWCD should contact the holders of mortgages and liens identified on the land title during the courthouse search. Ask the lender if they will provide a consent to the conservation easement, or release the easement acres from the terms of the mortgage or lien. If the landowner(s) are unable to provide a land title that is clear of objectionable encumbrances the SWCD must notify the landowner that the funding for the application has been withdrawn (see item B.2 of this section).

Any environmental problems identified in the application stage must be addressed before preparing the agreement package. Abandoned wells will need to be sealed, and junk piles and/or structures will need to be removed from the easement area prior to recording the easement.

It is a good idea to stake the boundaries of the easement area (as delineated in the application aerial photo) and make sure the easement area is acceptable to the landowner(s). If adjustments to the boundaries and associated acres is necessary, it's important to make them prior to developing the agreement documents.

If it appears as though clearing the title and cleaning up existing environmental problems will be accomplished, and the easement boundaries area acceptable to the landowner, the SWCD should proceed to carry out the steps identified in the ***Agreement Stage*** section. The conservation easement agreement documents will be developed by the BWSR upon receipt and review of the agreement package from the SWCD. Once completed, the agreement will be sent to the SWCD for landowner signature. Please refer to the ***Conservation Easement Agreement*** subsection of the ***Agreement Stage*** section in the handbook for further clarification.

Developing the conservation plan is a very important part of the agreement stage. The successful establishment of conservation practices is paramount to achieving the desired environmental benefits associated with the easement. In addition, landowners are generally very interested in the plan as it maps out what will be on the land for generations to come. Please refer to the ***Conservation Plan Development*** subsection of the ***Agreement Stage*** section in the handbook for further clarification.

EASEMENT STAGE

The final stage of easement acquisition begins after the conservation easement agreement has been signed by all parties (landowners and state departments). Once the landowner(s) receive the completed and signed conservation easement agreement, they should proceed to have the abstract to their property updated. At the same time the SWCD should initiate the title insurance process by submitting a written request to the title agent with whom they will be contracting with. Please refer to the ***Easement Stage*** section the handbook for further clarification and instructions relating to title insurance.

The conservation easement will be developed by the BWSR upon receipt and acceptance of the title insurance commitment. Once completed, the easement will be sent to the SWCD for landowner signature and recording. The conservation plan will require the principal landowner's signature at this time; however, it does not get recorded. ***The BWSR will make payment to the landowners upon receipt of the recorded easement, the final title insurance policy, the cropping and grazing termination certification form and the signed Conservation Plan (page one of the package only).***

Please refer to the ***Easement Stage*** section of the handbook for more detailed information.

A.3 CONSERVATION EASEMENT PROCESSING CHECKLISTS

Processing checklists have been developed for SWCDs, BCs and the BWSR central office staff. Copies of the checklists can be found in the appendix of this section.

Checklists help accomplish the required steps to an easement in a timely manner. Check off the components of each stage (as illustrated in the flowchart) and fill in the date when all the items are complete.

Take time to become familiar with all of the checklists in the appendix. An understanding of the BCs' and central office staffs' processing roles will assist the SWCD to provide BWSR staff with all the information needed to complete the acquisition process.

B. SWCD ADMINISTRATION

B.1 EASEMENT FILES

Retain the following information in the easement file: (not intended as an all-inclusive list)

- A record of contact with the property owners
- Application Package
 - Easement Area Site Assessment Forms
 - Aerial Photo of the easement area
 - Land Use History & Soils
 - Courthouse Search Data Sheet
 - RIM Reserve Wetland Restoration Information Sheet
 - Wetland restoration topographical survey & map
 - Wetland restoration project design information
- Conservation Easement Agreement and referenced attachments -
 - Agreement Form
 - Exhibit "A" - (and aerial photo used to develop Exh. A)
 - Legal Description
 - Deed copy, Abstract legal copy, Govt. Lot Map, etc.
 - Other pertinent information:
 - Landowner Application to USDA-ASCS for Termination of Contracts
- Conservation Plan
 - Conservation Easement Financial Worksheet
 - Conservation Plan
 - Conservation Practice Plan
 - Conservation Plan Map
 - Seeding Instructions
 - Construction Plan and Notes
 - Operation and Maintenance
 - Cost-Share Vouchers and Practice Completion Certification
- Title Insurance
 - Request for Title Insurance
 - Documentation of Abstract Routing
 - Copy of the Title Insurance Commitment
 - Copies of Document Copies relating to pertinent exceptions listed on the T.I. Commitment
 - Copy of the Final Policy
 - Reimbursable RIM Reserve/PWP Invoice
- Easement
 - Executed Easement and associated attachments and exhibits
 - Cropping and Grazing Termination Certification
- Other
 - Correspondence: SWCD, Landowner and State
 - Payment Notices from BWSR
 - Receipts for mail, abstract, etc...
 - Easement Site Inspection forms
 - Corrective Actions Transmittal and Landowner Response - Violation
 - Corrective Action Plan and SWCD Certification - Violation
 - Change of ownership information

B.2 CANCELLATION PROCEDURES

For various reasons a landowner or the SWCD may wish to request that the BWSR cancel an enrolled applicant. The guidelines an SWCD should follow include:

Landowner Requests Cancellation:

If the conservation easement agreement has not been signed no binding documents between the state and the landowner exist. If a landowner no longer wants to convey a conservation easement encourage him or her to officially notify the SWCD of this in writing. **The SWCD must notify the BWSR of the cancellation, either by forwarding a copy of the landowner's letter or writing a letter on behalf of the landowner.** The BWSR should be promptly notified so the funds can be applied to other applicants.

If the conservation easement agreement has been signed a binding contract between the state and the applicant does exist. Therefore, a landowner is **required** to send the SWCD a letter requesting cancellation. The SWCD must forward this letter to the BWSR, along with a recommendation whether or not the applicant should be allowed to cancel. Because the conservation easement agreement is a binding document the BWSR can exercise the right to continue with the easement acquisition process. In most cases the BWSR approves the landowner's request to cancel. If the BWSR has not contacted the SWCD within 30 working days of the date the cancellation request was mailed to the BWSR the application has been cancelled.

SWCD Requests Cancellation:

An SWCD may wish to request that the BWSR cancel an enrolled application in certain situations. Situations where it is appropriate to cancel an approved application include:

- The area has been signed up as a wetland restoration but it is determined that the restoration is not technically feasible, or will impact adjacent landowners who are unwilling to enter into a conservation or flowage easement.
- The landowner is unable to provide a title free of objectional liens and encumbrances.
- The landowner is not completing the required steps in a timely manner. For example, if the landowner has had the conservation agreement for an inordinate amount of time and has not signed and returned it to the SWCD.
- The conservation plan is not feasible or practical to implement.

A letter should be sent by the SWCD to BWSR requesting the approval to cancel an easement application. If the BWSR approves the cancellation request notify the landowner in writing that his or her easement application will be cancelled in 15 working days and state the reasons for the cancellation. Inform the landowner that the cancellation may be appealed within the 15 working day period. If 15 working days have passed and the applicant has not appealed the cancellation, an official notification of cancellation should be sent by certified mail. A copy of this letter must be mailed to the BWSR so the easement can be deleted from our records and the associated funds applied to other applicants. If you have any questions please contact your board conservationist.

B.3 SWCD REIMBURSABLE EXPENSES

Some of the costs associated with acquiring a conservation easement are reimbursable. For those expenses listed as reimbursable, or for those individually approved for reimbursement, SWCDs should submit an Invoice for Reimbursable RIM/PWP Costs [WR-01092-01].

Reimbursable Expenses:

- Title Insurance Commitments
- Title Insurance Policies
- Flowage Easement: Abstract Updating
- Metal Posts used to mark easement boundaries

Potential Reimbursable Expenses (case-by-case BWSR easement coordinator approval necessary):

- Certain expenses associated with determining the technical feasibility of a project (e.g. tile investigation, soil testing).
- Other unusual circumstances (e.g. investigating/solving problems attributed to a completed conservation practice).

Other expenses incurred by the SWCD, such as fees to record documents, are not reimbursable. Non-reimbursed expenses should be funded through the RIM/PWP Service grant monies.

APPENDIX A

SWCD CHECKLIST
CONSERVATION EASEMENT ACQUISITION
PART I

APPLICATION STAGE

"Application Package" includes (submit in order from left to right, top to bottom)

_____ Application	_____ CEFW	_____ Esmt. Area Assessment
_____ Aerial Photo	_____ Land Use & Soils *	_____ Courthouse Search
_____ Wetland Restoration Info. Form*	_____ Assessor's Land Value Verification.*	

* indicates submit when applicable

1) Date _____ Application Package Completed

2) Date _____ Local Prioritization Completed

Screening Comm. Action* _____ SWCD Board Action _____
*(optional)

☐ Approved by SWCD Board ☐ Not Approved by SWCD Board

If the SWCD Board does not approve the application stop here. Owner notified of the action on _____
 (Date)

3) Date _____ Mail to BC for regional prioritization and BWSR Funding Approval

4) Date _____ BWSR Notification of Funding Status

☐ Approved by BWSR for funding ☐ Not Approved by BWSR for funding

If the BWSR does not fund the application stop here. Owner notified of the action on _____
 (Date)

Proceed to Agreement Stage.

Notes:

**SWCD CHECKLIST
CONSERVATION EASEMENT ACQUISITION
PART II**

AGREEMENT STAGE

"Agreement Package" includes, in order from top to bottom, left to right: (* indicates submit when applicable):

<input type="checkbox"/> Agreement Information Form	<input type="checkbox"/> Copy of Government Lot maps*
<input type="checkbox"/> Copy of the deed	<input type="checkbox"/> Notification for Fed. Contract Release*
<input type="checkbox"/> Copy of the abstract legal description	<input type="checkbox"/> Other Document Required for this Agreement*:
<input type="checkbox"/> Aerial Photo Delineating Easement Area	

"Conservation Plan Package" includes:

<input type="checkbox"/> CEFW (original or amended)	<input type="checkbox"/> Conservation Practice Plan
<input type="checkbox"/> Conservation Plan (unsigned)	<input type="checkbox"/> Conservation Plan Map

- 5) Date _____ Agreement Package Completed (contains all components listed above)
- 6) Date _____ Conservation Plan Package Completed (contains all components listed above)
- 7) Date _____ Mailed Agreement Package, the Conservation Plan Package (unsigned) and other pertinent documents directly to BWSR central office.
- 8) Date _____ Agreement documents received from the BWSR central office.
 - ☐ Reviewed for correct grantor names (e.g. spelling), payment terms & amounts, etc.
 - ☐ Obtain notarized signatures of grantors
- 9) Date _____ Sent the BWSR, by certified mail, three individual sets of:
 - signed agreement, legal description and Exhibit A
- 10) Date _____ Copy of signed agreement documents received from BWSR central office. (Original documents sent directly to landowner by BWSR central office with letter requesting landowner to update their abstract.

Proceed to Easement Stage.

Notes:

SWCD CHECKLIST
CONSERVATION EASEMENT ACQUISITION
PART III

EASEMENT STAGE

- 11) Date _____ Received Updated Abstract from the Landowner
- 12) Date _____ Requested Title Insurance Commitment from Title Insurance agent.
- 13) Date _____ Received Title Insurance Commitment. (Should be within 14 days of request, if not call agent.)
- 14) Date _____ Obtained copies of consents, subordinations and other easement/agreement documents ("related documents") pertaining to exceptions listed in the T. I. Commitment Schedule "B".
- 15) Date _____ Title Insurance Commitment & copies of "related documents" listed above sent to BWSR:
1. If lender has requested to be listed as a co-payee, and they are not listed as such on the conservation agreement, notify the landowner and the BWSR that the lenders name will be added to the check.
 2. Be sure to identify the easement I.D. number on all documents. Do not send originals of the "related documents".
- 16) Date _____ Received easement and referenced attachments and exhibits from BWSR central office.
- 17) Date _____ All notarized landowner(s) signatures obtained on easement document and:
- _____ Conservation Plan information, including construction and planting/seeding plans, reviewed with the landowner(s) and the principal landowner signed the plan (should be the same date as the signature on the easement).
 - _____ Cropping and Grazing Termination Form and IRS Payment Distribution Form for Multiple Grantors provided to the landowner(s).
 - _____ Verified that any environmental problems have been resolved.
- 18) Date _____ Recorded Easement along with referenced Attachments and Exhibits. (Courthouse search for recent transactions must be done by SWCD or title insurance agent prior to recording.)
- 19) Date _____ Received recorded easement and requested the final title insurance policy.
- 20) Date _____ Received final title insurance policy.
- 21) Date _____ Sent by certified mail to BWSR:
- _____ Easement documents (with recording information shown)*; _____ final title policy;
 _____ Conservation Plan Signature page only; _____ Cropping & Grazing Termination form**
- * If the landowner is to be released from a federal contract, provide a copy of the recorded easement to the administering agency.)
- ** If this form is not included include a note indicating that cropping or grazing is still occurring
- 22) Date _____ Sent landowner a copy of the recorded easement along with notification that payment will not be issued until cropping and grazing has ceased and the Certification of Termination form is completed and received by BWSR central office.
- 23) Date _____ Received "Certification of Cropping and/or Grazing Termination" with landowner signature and forwarded to BWSR central office.
- 24) Date _____ Notification of Easement payment received from BWSR central office.

APPENDIX B

BC CHECKLIST - CONSERVATION EASEMENT APPLICATION

Easement ID # _____

SWCD _____

BC Regional Priority Rating: _____

BC: _____

LOCATED IN A BWSR PRIORITY AREA : ___ YES ___ NO

LOCATION: _____

Received	
Reviewed	
Sent to St. Paul	

EASEMENT APPLICATION FORM :

- | | |
|---|---|
| _____ Easement ID # Correct | _____ Social Security or Tax ID # (State & Federal) |
| _____ RIM ONLY- County Max. Not Exceeded | _____ Signatures |
| _____ Easement Duration (State Board Approval required) | _____ Landowner Questionnaire (part II - back of application) |

EASEMENT AREA ASSESSMENT:

- _____ Correct form for Easement type (RIM or PWP)
- _____ **Meets eligibility requirements for easement type**
- _____ Easement Area Assessment items completed, signed and dated

CONSERVATION EASEMENT FINANCIAL WORKSHEET

- _____ Conservation Easement ID # Correct
- _____ Easement type matches application
- _____ Correct Township/City Easement Payment Rates
- _____ Correct Easement Payment Calculations
- _____ All practice areas are listed
- _____ The sum of all primary practice acres equals the total easement area
- _____ The combinations of primary and supporting practices is correct (see Conserv. Plan table 1)
- _____ Maximum program payment allowed for each practice (see Conserv. Plan table 1) identified correctly
- _____ Total dollar amount for each practice is calculated correctly and total cost-share request is correct
- _____ The total estimated cost for each conservation practice is identified
- _____ Any balances are correctly identified and calculated to determine the total landowner obligation
- _____ Primary prac. RR-3, RR-4, RR-8, RR-11, RR-12, RR-13 may contain Supporting prac. RR-1, RR-2
- _____ Primary practices RR-1, RR-2, RR-9, RR-10, may contain Supporting practices RR-5, RR-6, RR-7

AERIAL PHOTO OF EASEMENT AREA: *Note, with regard to roads, water bodies and/or pipelines, it is desirable to have them identified for the area that will be included on the Exhibit A.*

- _____ Easement boundaries identified in red
- _____ Rivers, streams, ditches, lakes, etc. identified and named
- _____ Pipelines (gas, petroleum, etc.) identified and named
- _____ Adjacent easement applicants identified with property boundaries
- _____ PWP - wetland basin boundaries identified (type of wetland and acres is desirable)
- _____ Access to the easement area is provided (via public road and easement owner's property)

WETLAND RESTORATION INFORMATION SHEET:

- _____ Included for all wetland restoration applications
- _____ All owners of impacted adjacent lands listed under Item C and/or E.1
- _____ Survey information included with application (see info. needed under Item D)
- _____ Information indicating restoration is technically and financially feasible

Notes:

APPENDIX C

**EASEMENT PROGRAMS
CENTRAL OFFICE CHECKLIST**

SWCD: _____

Easement No. _____

Linked No. (s) _____

SEQUENCE :_____

Date: _____ Agreement Package Received in BWSR Central Office:

____ Agreement Info. Form; _____ Deed & Abstract _____ Aerial Photo
____ Unsigned Conservation Plan Package _____ Other Required Info/Docs/Forms:

Date: _____ Documents Routed to Accounting, Realty and Engineering sections

Date: _____ Vendor Number Requested

Date: _____ Vendor Number Received

Date: _____ Easement and Conservation Plan Funds Requisitioned

REVIEW AND DEVELOPMENT:

Date: _____ Realty Section : Legal Description Completed:

Date: _____ Eng. Tech: Exhibit A Completed:

Date: _____ Esmt Coord: Conservation Plan Review Completed

Date: _____ Agreement Form Developed

Date: _____ Agreement Documents routed to Engineering Section for review

Date: _____ Agreement Documents returned from Engineering Section

Date: _____ Routed Agreement Documents, Deed and Abstract Cover to Attorney General Rep for Review

Date: _____ Received Agreement Package back from Attorney General Representative

Date: _____ Agreement Documents sent to SWCD for Landowner(s) Signature

Date: _____ Received 3 Copies of the Signed Agreement & related documents

Date: _____ Routed for Departmental Signatures (State → AG → Admin. → Finance)

Date: _____ Departmental Signatures Complete

Date: _____ Sent Agreement & Approval Letter to Landowner; cc: SWCD

Date: _____ Received ____ Title Insurance Commitment; : ____ consents

Date: _____ Draft Easement Forms developed

Date: _____ Draft Easement & Supporting Documents to Attorney General Representative for Review

Date: _____ Received Documents from Attorney General

Date: _____ Sent Easement Documents for Engineering/Technical Review [Wetland Restorations Only]

Date: _____ Received Easement Documents back from Engineering/Technical Review

Date: _____ Final Easement Forms Developed

Date: _____ Sent Easement documents to SWCD for Signature and Recording

Date: _____ Sent copy of IRS 1099-S Information Form if Multiple Grantor Easement

Date: _____ Received IRS 1099-S Information form back from Grantor(s)

Date: _____ Received Verification of Recording: ____ Easement; ____ Consents; ____ Title Insurance Policy;
 _____ Signed Conservation Plan, page 1 only (signed the same date as the easement).

Date: _____ Date Easement Recorded

Date: _____ Received Certification of Cropping Termination Form from SWCD

Date: _____ Easement Payment Sent to Landowner
 _____ Split Payment
 _____ Split Payment
 _____ Split Payment

Date: _____ Received Certification of Practice Completion and Cost-Share Voucher from SWCD
 _____ Received
 _____ Received
 _____ Received

Date: _____ Practice Payment Sent to Landowner
 _____ Partial Payment
 _____ Partial Payment
 _____ Partial Payment

Record of Revisions:

APPENDIX D

CONSERVATION EASEMENT FORMS
August 1994

FORM NAME	NUMBER
Title Insurance Request Form	WR-01004-03 (8/89)
Land Use and Soils Certification	WR-01006-03 (9/93)
Conservation Easement Courthouse Search	WR-01016-03 (9/93)
Termination of Crop/Graze Activities	WR-01059-03 (8/94)
Conservation Easement Revision Request Form	WR-01064-02 (8/94)
Conservation Easement Financial Worksheet	WR-01065-02 (1/94)
Cost-Share Voucher & Practice Certification	WR-01066-01 (8/94)
RIM Wetland Restoration Information Form	WR-01071-03 (8/94)
Notification to ASCS for Termination of Contracts	WR-01075-03 (8/94)
Assessors Current Land Value Verification	WR-01076-02 (8/94)
Acknowledgement For Individuals	WR-01078-02 (8/94)
RIM Reserve Easement Area Assessment	WR-01082-02 (6/94)
PWP Easement Area Assessment	WR-01083-02 (6/94)
Conservation Easement Application	WR-01084-02 (6/94)
Conservation Practice Plan	WR-01085-01 (1/94)
Conservation Plan Map	WR-01086-01 (1/94)
Conservation Plan (signature sheet)	WR-01087-01 (1/94)
Mortgagee's Consent to Cons. Esmt - Individual	WR-01091-02 (8/94)
Mortgagee's Consent to Cons. Esmt - Partnership	WR-01091-02 (8/94)
Invoice for Reimbursable RIM/PWP Costs	WR-01092-02 (8/94)
IRS 1099S Payment Information Form	WR-01093-02 (8/94)
SWCD Checklist	WR-01100-02 (8/94) *
Central Office Checklist	WR-01101-03 (8/94)
BC Checklist	WR-01102-02 (8/94)
Conservation Easement Agreement Information Form	WR-01103-01 (8/94)
Practice Implementation Request Form	WR-01104-01 (8/94)
Easement Site Inspection Form	WR-01105-01 (8/94)
Corrective Actions Transmittal	WR-01106-01 (8/94)
Corrective Actions Plan	WR-01107-01 (8/94)

* Form has three parts - a, b and c

Most recent update : 9/94

APPLICATION STAGE: PROCEDURES AND INSTRUCTIONS

A. GETTING STARTED

- A.1 Program Fact Sheets/Landowner Information Sheet**
- A.2 Easement Eligibility**
- A.3 Land in More Than One District**
- A.4 Access - To the Easement and To Other Lands**
- A.5 SWCD Checklist**
- A.6 Record of Landowner Contacts**

B. APPLICATION PROCEDURES

- B.1 Conservation Easement Application**
- B.2 Aerial Photograph**
- B.3 Easement Area Assessment**
- B.4 Crop History and Soils Information**
- B.5 Conservation Easement Financial Worksheet Parts A& B**
- B.6 Courthouse Search**

C. SPLIT EASEMENTS

D. WETLAND RESTORATION INFORMATION SHEET

E. LOCAL PRIORITIZATION

- E.1 Screening Committee**
- E.2 District Board Action**

APPENDIX

A. Payment Rates

B. Examples of Application Forms

- B.1 Conservation Easement Application**
- B.2 Conservation Easement Financial Worksheet**
- B.3 RIM Reserve Easement Area Assessment**
- B.4 PWP Easement Area Assessment**
- B.5 Courthouse Search**
- B.6 Land Use & Soils Certification**
- B.7 RIM Reserve Wetland Restoration Information Form**
- B.8 Assessor's Current Land Value Verification Form**

A. GETTING STARTED

The RIM Reserve and PWP programs require a number of actions by both the SWCD and landowner to successfully complete a conservation easement transaction. Since easements affect the land title by restricting the use of the property, it is absolutely necessary that the landowner has a full understanding of the easement acquisition process and the obligations under the terms of the easement.

The application stage is a critical part of the conservation easement process. Information will be collected to determine landowner and site eligibility, possible title problems and payments. In addition, it is at this stage that the district must determine if the land offered for enrollment is compatible with local and state resource protection goals. SWCDs should not pursue applications that offer minimal resource protection.

Please refer to the ***Processing Framework*** section of the handbook for information on when to hold a sign-up and when the BWSR will accept applications for funding consideration. Whenever the program requirements or materials are not clearly understood, or the instructions do not cover the situation, call your board conservationist for assistance.

A.1 PROGRAM FACT SHEETS/LANDOWNER INFORMATION SHEET

Fact sheets are available that briefly describe the purpose and eligibility requirements for conservation easement programs (see Part One of the handbook - ***Program Handouts section***). There are three fact sheets: Conservation Easements, RIM Reserve and PWP, that may be useful to describe the programs during initial contacts with landowners. The Conservation Easement fact sheet can be given out with either the RIM Reserve or Permanent Wetlands Preserve fact sheet, depending on the landowner's interest.

In early discussions, landowners will want to know how much the state will pay for a conservation easement. However, it is equally important that they understand their obligations under the terms of the easement. The ***Landowner Information Sheet*** should be used as the basis for discussions with landowners, and a copy should be given to them for their reference. Also explain program eligibility requirements and resource protection priorities. Be frank about the time required for processing the application, and to process the easement should the application be funded. It's in the district's best interest to take applications from individuals who fully understand the process and the terms of the easement. This will help to avoid the work of processing applications from marginally interested landowners who later cancel or wish to enroll areas that are low priority in terms of resource protection.

A.2 EASEMENT ELIGIBILITY

A determination of eligibility must be made early in discussions with the landowner. Both the landowner and the site must meet certain requirements, depending on the program. Before proceeding with the application procedures, refer to Part One of the handbook, the ***RIM or PWP Eligibility*** section to determine if the landowner and the land meet eligibility requirements .

A.3 LAND IN MORE THAN ONE DISTRICT

If an application involves land in more than one district, the districts may jointly delegate the responsibility of reviewing and prioritizing that application to one of the districts. If the application is accepted for enrollment, the affected districts may also jointly delegate the responsibility of completing all of the tasks necessary for the acquisition of the conservation easement to one of the districts.

A.4 ACCESS

The state and its representatives must be able to access the easement area from a public road adjacent to the land contained on the same deed as the conservation easement.

Careful consideration must also be given to the need to access other lands not contained in the easement in the future. When delineating the easement boundaries make sure that an access exists to areas not under easement, such as fields, woodlots and potential building sites. When deciding whether or not to exclude an access land, remember the terms of the easement require that the conservation practices identified in the conservation plan must remain intact and wildlife habitat must not be altered. Any prolonged travel over the same area would damage vegetation and could result in the landowner not being in compliance of the easement terms.

A.5 SWCD CHECKLIST

After the application has been deemed eligible, an SWCD Conservation Easement Checklist should be started. Part I of the checklist identifies the components of the application package that need to be submitted to the BWSR. It also documents SWCD board action, BWSR funding action and landowner notification. An example of the SWCD checklist can be found in the appendix of the *Program Framework* section.

A.6 RECORD OF LANDOWNER CONTACT

A record of landowner contact should be started at the time of the initial expression of interest in a conservation easement by the landowner. No standard form exists, but the record should summarize conversations and include other information for reference. An accurate and up-to-date record will allow other staff to work with the landowner in the absence of the person who routinely works with the easement programs. The record of contact will be an essential aid to the board conservationists when they perform a program review.

B. APPLICATION PROCEDURES

B.1 CONSERVATION EASEMENT APPLICATION

The **Conservation Easement Application** WR-01084-02 documents landowner interest in a conservation easement and supplies the information necessary to begin the application package. Be sure the landowner and parcel information is complete and accurate.

- **SWCD Application No.:** This space is for the interim number the SWCD assigns to track applications before they are assigned their permanent easement ID number (see the next bullet). Use any numbering system that meets the district's needs.
- **Easement #:** The easement number will be the permanent identification used for the easement and all forms and files related to it. Assign an easement number to each application being submitted for approval using four, two digit sets of numbers.

EXAMPLE: 34-06-94-02

34 = County code number **94** = Calendar yr. of the sign-up
06 = Application ID # **02** = Sign-up # for that year

Note: counties with multiple SWCDs use the following identifier after the sign-up number:
[E] East Otter Tail, East Polk; [W] West Polk, West Otter Tail;
[N] North St. Louis; [S] South St. Louis
[MB] Marshall-Beltrami;

- **Priority:** This space is used to identify the priority number assigned for this application after the SWCD board has accepted the applications based on the local screening committee recommendation. Priority numbers are assigned in sequence without regard to type of conservation easement. The district's highest priority is assigned #1 whether it is RIM Reserve or Permanent Wetlands Preserve. The priority number will be considered by the BC when determining which application to recommend for funding.
- **Landowner's or Entity's Full Name:** Enter the landowner's name or, in the case of multiple owners, enter the name of the owner that will be representing the group. In the case of partnerships, corporations, trusts, etc., enter their official name in this space. In the adjacent box enter the name of the individual who will be applying on behalf of the entity. The specified address will receive all non-monetary correspondence.
- **Amendment:** In the Easement ID box at the top of the application form enter the ID number of the existing easement for which the amended is requested. Check the appropriate box indicating that the landowner wishes to increase the acres or the duration of the easement. In the case of increasing acres, calculate the payments associated with the expansion acres only. Please contact the BWSR for assistance in calculating payment rates associated with increasing the duration of an easement. Even though the application is to amend an existing easement, the application must be assigned an ID number for the current sign-up.

- **Eligible Land Type:** Indicate the easement program and the land type for which the proposed easement area qualifies.
- **Easement Duration:** Indicate the duration of the easement. To check the "limited" box an SWCD must have prior approval from the BWSR. For information on when limited easement applications are permitted please refer to Part One, ***RIM Eligibility*** section of the handbook.
- **Maximum Acreage Enrollment:** The RIM Program statutes limit the maximum enrollment for a landowner to 20 percent of the average farm size in a county. (PWP statutes do not have a county acreage limitation). To avoid exceeding the acreage limit for the RIM program, add the acres the landowner currently has enrolled in RIM in the county to the acres being submitted for enrollment. If the summation is greater than the county average the easement area will need to be reduced. Factors such as the number of individuals listed on the deed, and whether or not the acres are compensated by the state, are taken into consideration when determining the maximum enrollment. Please refer to the ***RIM Eligibility*** section in Part One of the handbook for information regarding the maximum enrollment per landowner.
- **Easement and Practice Payments:** Transfer the easement acres and easement payment from part B of the Conservation Easement Financial Worksheet (CEFW). Transfer the total cost-share dollars from column five of part C of the CEFW.
- **Terms and Conditions:** After reviewing the four statements above the signature block with the applicant, have the application signed and dated.
- **SWCD Board Action:** The SWCD board will need to approve and sign applications after the screening committee has provided its recommendations.
- **Landowner Questionnaire (back page):** Carefully go over the nine questions on the back of the application with the landowner to assure they understand the questions before answering them. The landowner should answer all nine questions, and provide explanations where appropriate.

B.2 AERIAL PHOTOGRAPH

Each easement application must include an original aerial photograph with the following information identified:

- Boundaries of the proposed easement area. Use a red pen so the boundary can be easily identified. (Refer to A.4 for information relating to easement boundaries and access.)
- All rivers, streams, ditches, lakes, etc. Include the name or number designation.

- All known utilities including: pipelines (natural gas, petroleum, etc.), power lines and telephone lines or cable that run across, or along the edge of, the proposed easement area. If possible, include the names of the companies associated with the utilities.
- Building sites, inhabited or abandoned, adjacent to or within the easement.
- Boundaries of wetland basins within the proposed PWP easement areas.
- Conservation easement numbers of any existing BWSR conservation easements on adjoining properties.
- Other information you believe is important to include on the photo.

B.3 EASEMENT AREA ASSESSMENT SHEET

Complete a conservation ***Easement Area Assessment*** form WR-01082-02 (8/94) for RIM or WR-01083-02 (8/94) for PWP and submit it with the application for funding consideration. The assessment form provides information about the resource features of the proposed easement, the environmental condition of the area and the environmental protection an easement would provide. Check marks are used to indicate items that apply. Sections of the form ask for brief narrative descriptions concerning the proposed easement. Please use the narrative to explain the local priority placed on the application.

You must complete and sign the environmental assessment portion of the form after an on-site inspection. The inspection is required to assure due diligence has been taken to protect the state from obligations for expenses to clean-up contamination that could be present on the site. The environmental assessment has serious implications and must be carefully conducted.

The information on the assessment form will be used by the board conservationist to assist in regionally prioritizing and selecting conservation easement areas consistent with the BWSR's long range plan.

If you have questions, or want explanation about entries on the assessment form, contact your board conservationist. You may be contacted by the board conservationist for additional information concerning the application and assessment.

B.4 LAND USE AND SOILS

Crop history is required for all easement types that are paid at the cropland rate. Also, for land to be enrolled under "marginal agricultural cropland", the area must meet crop history requirements and at least 50% of the soils must be identified on the eligible soils list compiled by BWSR. (See Part One of the handbook, *RIM Eligibility section*.)

The ***Land Use & Soils Certification*** form WR-01006-03(9/93) is used to document crop history and eligible soils. On an aerial photo, outline the proposed easement boundaries. Within the boundaries, identify areas that will correspond to column one. These areas may or may not match ASCS fields. History may be established by using ASCS or landowner records with verification.

For RIM Reserve "marginal agricultural cropland" easements, the soils portion of this form must be completed. Using the soil survey, complete the soils eligibility portion of the form. Use the BWSR Eligible Soils List in the ***Reference section*** to verify eligibility.

B.5 THE CONSERVATION EASEMENT FINANCIAL WORKSHEET (PART A & B)

Part A and B of the CEFW is used to develop payment amounts for the easement. Part C on the CEFW calculates conservation practice payments as instructed in ***Conservation Plan Development subsection of the Agreement Stage section***. This form identifies the amount of compensation to be received and should be the basis for discussions concerning payments. Payments should be as accurate as possible, because the state reserves the funds required for the easement based on information on this form.

- **Easement Payments:** Easement payments are based on the acres of various land uses for the area included in the application. Calculations are to the nearest 1/10 acre. A table of payment rates by county, by program and by land use are distributed yearly by the BWSR and should be filed in the Appendix A of this section for ready reference. If a payment rate for a particular township or city is missing the ***Assessor's Land Value Verification*** form WR-01076-02(8/94) will need to be submitted.
- **Conservation Practice Payments:** To calculate the conservation practice payment refer to the ***Conservation Plan Package Development subsection of the Agreement Stage section*** of the handbook.
- **SWCD Acknowledgement:** After the calculations are completed for the funding request, sign and date this form. Note the acknowledgement statement verifies that the information on this page has been conveyed to the landowner.

If you have problems with the tables or calculations, contact your board conservationist for help.

B.6 COURTHOUSE SEARCH

The conservation easement process can only be completed on lands with a clear title - one that is not subject to objectional liens or encumbrances. The applicants must be the landowners of record, and any variations in names or the legal description must be accounted for or corrected. To complete an easement process, the holders of any mortgages or liens must consent to the easement or release the land being enrolled into the conservation easement (for further clarification refer to the ***Easement Stage section*** - title insurance discussion).

Applicants for a conservation easement could have so many title defects and/or obligations on their property it is unlikely they will be able to obtain consents and/or releases without prolonged delays and expense. It is better to discover such problems early in the process and avoid processing applications that will not result in easements. This is the purpose of the courthouse search.

A preliminary courthouse search of records must be conducted for each application signed by a landowner. This should be done prior to the screening committee meeting and before the SWCD approves the application. Excessive title defects or obligations should be taken into consideration when establishing application priorities. Defects or obligations do not disqualify an application, but can prevent an easement from being completed in a timely fashion.

A courthouse search is a preliminary records search that should be done by the SWCD, or a representative, as part of the service grant obligation. Later in the acquisition process the state will purchase title insurance that will require a more formal judgement by the insurer. A final search will also be conducted by the SWCD or title insurance agent prior to recording the easement to assure no new obligations or changes have taken place during the process.

To conduct the courthouse search use the ***Courthouse Search Data Sheet*** [WR-01016-03 (8/94)]. The County Recorder's office will have the title and mortgage records. The County Clerk of Courts' office will have records of judgements and liens. The County Auditor's office will have the records of back taxes due.

Please refer to Part One of the handbook, ***Reference*** section for more information on conducting courthouse searches.

C. SPLITTING EASEMENT APPLICATIONS

If a landowner wishes to enroll physically separated areas into an easement, it may be advantageous or necessary to complete separate applications for each area. Parcels that have the potential of being sold separately should be split into two applications. Although splitting applications requires additional work initially, individual easements covering each area will simplify the title transfer at the time of sale for the seller, purchaser and the state. Splitting applications will not change the amount of the payments issued to the landowner.

Consider splitting an application when:

- The areas are NOT part of the same abstract of title.
- The areas are NOT in close proximity. Areas are on separate identifiable properties or tax parcels; are separated by a significant physical feature such as a river or highway; are in more than one section; or are in different townships.
- The landowner has an intention to sell part of the property in the future.

If you have an application with separate areas that may need splitting contact your board conservationist or a BWSR realty specialist for approval before dividing the application.

D. WETLAND RESTORATIONS

Conservation easements for wetland restorations require additional application information because of the potential to temporarily or permanently affect land outside of the easement area. The information will be used by the BWSR engineering staff to determine feasibility of the project, level of design difficulty and involvement of adjoining lands to make sure all land rights are protected.

- For wetland restorations, complete the ***RIM Reserve Wetland Restoration Information*** form WR-01071-03 (8/94). Examples can be found in the Appendix B.
- One Wetland Restoration Information form is completed and submitted per project area. Where multiple landowners and easements are involved, make copies of the forms, and include one copy with each separate application.
- Each wetland restoration project must include a topographical survey of the project area, identifying the wetland boundary and any other pertinent features.
- Contact the BWSR engineering section for help to complete the forms, and to arrange for engineering/surveying assistance, if necessary.

E. LOCAL PRIORITIZATION

Historically, the demand for easement dollars has exceeded the program funds available. Therefore, the district must rank the applications it intends to forward to the state for funding consideration.

E.1 SCREENING COMMITTEES

The purpose of local screening committees is to assist the district in implementing the conservation easement programs. The committee is chaired by a district board member and is composed of representatives of private, state and local organizations or clubs, and local, state and federal agencies with an interest in the conservation easement programs.

The program's administrative rules require an annual meeting of the screening committee. Please refer to the rules, section 8400.3130 **Priority Setting** for specific criteria the screening committee must consider when establishing local priorities (see Part One of the handbook - **Reference section**). Local resource plans, such as the comprehensive water plan, and resource maps should be available at the meeting to guide the priority setting process.

At the district's discretion, post-sign-up meetings of the committee can be convened to prioritize individual applications.

E.2 DISTRICT BOARD ACTION

The board shall take one of the following actions on each application:

- (1) Approve the application and submit to the state for funding consideration; or
- (2) retain the application for further investigation; or
- (3) deny the application because it is ineligible or it is not of sufficient local resource protection priority.

The district board shall notify all applicants in writing of their application status within 60 days of the end of the SWCD application period.

APPENDIX A

A. Payment Rate Tables - RIM and PWP

Insert the payment rate tables prepared by the Board of Water and Soil Resources

B. Application Forms

- B.1 Conservation Easement Application**
- B.2 Conservation Easement Financial Worksheet**
- B.3 RIM Reserve Easement Area Assessment**
- B.4 PWP Easement Area Assessment**
- B.5 Courthouse Search**
- B.6 Land Use & Soils Certification**
- B.7 RIM Reserve Wetland Restoration Information Form**
- B.8 Assessor's Current Land Value Verification**

CONSERVATION EASEMENT APPLICATION

Board of Water and Soil Resources & Soil and Water Conservation Districts

EASEMENT #

SWCD (and county if different)		SWCD ID#	Priority #	Landowner Telephone No.
LANDOWNER OR ENTITY'S FULL NAME (Print)		IN CARE OF		
ADDRESS (No., Street, RFD, Box No.)		CITY	STATE	ZIP
ACRES	TOWNSHIP COMMON NAME	TWP. #	RANGE	SECTION

Requests to amend an existing easement only
Amendment Type:
☐ Extend Duration ☐ Expand Acres

ELIGIBLE LAND TYPE:

- | | | |
|---|---|--|
| <input type="checkbox"/> Reinvest in Minnesota | <input type="checkbox"/> Permanent Wetlands Preserve | <input type="checkbox"/> Flowage Easement |
| ___ Sensitive Groundwater | ___ Riverine | |
| ___ Wetland Restoration | ___ Floodplain | |
| ___ Riparian Land | ___ Non-depressional Flow-Through | |
| ___ Marginal Ag. Cropland | ___ Depressional | |
| ___ Other: | | |

EASEMENT DURATION:

- ☐ **Perpetual** ☐ **Limited (RIM only - NO wetland restorations)**

MAXIMUM ENROLLMENT (For Reinvest in Minnesota ONLY):

_____ + _____ = _____ < _____
 Acres Currently Enrolled Application Acres Total County Maximum Enrollment

EASEMENT PAYMENT INFORMATION (from the Conservation Easement Financial Worksheet):

Total Easement Acres	Total Easement Payment	Total Conservation Practice Payment
<input type="text"/>	<input type="text"/>	<input type="text"/>

TERMS AND CONDITIONS:

As a condition of receiving monetary compensation from the State of Minnesota, you will need to provide your tax identification numbers or social security number if this application is approved for enrollment into the easement programs. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations, including delinquent tax liabilities.

The purpose of this application is to authorize the collection of the information necessary to make a preliminary eligibility determination for the land you are asking to enroll in a conservation easement program. This application is not a binding contract on either party.

By signing this application the landowner(s) agree to grant local soil and water conservation district (SWCD) representative(s) permission to visit the parcel and to provide other ownership and title documents requested by the SWCD during this determination.

 Landowner Signature

 SWCD Chairperson Signature

 Date

 Date

CONSERVATION EASEMENT APPLICATION - PART II
LANDOWNER QUESTIONNAIRE

YES NO

☐ ☐

1. Have you or any other blood relative owned this land for at least one year prior to the application date?

☐ ☐

2. Is the parcel at least five acres, or a whole fields as defined by ASCS, or a whole tax I.D. parcel?

☐ ☐

3. Is the land free from all state and federal conservation programs?

☐ ☐

4. For acres compensated at a "land with crop history" payment rate, have the acres been in agricultural crop production two of the past five years? *(Failure to document crop history may result in the state withdrawing or reducing funding for the application.)*

☐ ☐

5. Are there any active or inactive wells on the parcel? *(if yes please circle **active** or **inactive**)*

☐ ☐

6. To the best of your knowledge has the parcel, or an area within 200 ft. of the parcel, been used as a storage or disposal area for hazardous substances, pollutants or contaminants, including agricultural chemicals or fertilizer, or been used as a private or public dumpsite? *If yes, please explain the environmental problem:*

☐ ☐

7. Are there abandoned vehicles, junkpiles or other dumpsite materials on or within 200 ft. of the parcel? *If yes, please explain the environmental problem:*

☐ ☐

8. To the best of your knowledge, are there any crude oil, refined petroleum or natural gas pipelines located on, or within 200 ft. of the proposed easement area? If yes, please circle all that apply.

☐ ☐

9. To the best of your knowledge, is any part of the proposed easement area within a platted subdivision registered at the County Recorder's office?

I, the landowner, certify that the answers to the above questions are true and correct to the best of my knowledge. I understand that the state cannot enter into a conservation easement on any land containing contaminants, pollutants, or hazardous substances, and that the state is relying on my answers to the above questions to evaluate this area. Further I understand that state law requires that all environmental problems located on the parcel to be enrolled must be properly cleaned up and any abandoned wells must be sealed at my expense before any conservation easements can be secured.

Landowner Signature

Date

CONSERVATION EASEMENT FINANCIAL WORKSHEET

A EASEMENT APPLICATION INFORMATION

Name of Applicant:		Easement Application No.:
Basis of Request:	Easement Type:	
<input type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	<input type="checkbox"/> RIM Reserve <input type="checkbox"/> PWP - <input type="checkbox"/> Metro Non-Ag <input type="checkbox"/> Metro Ag <input type="checkbox"/> Non-Metro	

B EASEMENT PAYMENT CALCULATION

RIM RESERVE EASEMENT PAYMENT:

	Payment Rate Per Acre	x	Acres (nearest 1/10)	=	Payment
Land with Crop History	\$	x	ac	=	\$
Land without Crop History	\$	x	ac	=	\$
Donated Acres	\$ 0.00	x	ac	=	\$ 0.00
Total RIM Reserve Easement Acres and Payment			<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> ac		<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> \$

PWP EASEMENT PAYMENT:

	Payment Rate Per Acre	x	Acres (nearest 1/10)	=	Payment
Metro Non-Ag					
Wetland	\$	x	ac	=	\$
Adjacent Land	\$	x	ac	=	\$
Donated Acres	\$ 0.00	x	ac	=	\$ 0.00
Metro Ag and Non-Metro All Lands					
Wetland with Crop History	\$	x	ac	=	\$
Wetland without Crop History	\$	x	ac	=	\$
Adjacent Land with Crop History	\$	x	ac	=	\$
Adjacent Land without Crop History	\$	x	ac	=	\$
Donated Acres	\$ 0.00	x	ac	=	\$ 0.00
Total PWP Easement Acres and Payment			<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> ac		<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> \$

C CONSERVATION PRACTICE PAYMENT CALCULATIONS

See Back of Form

D SWCD ACKNOWLEDGMENT

I certify that the landowner(s) are aware of, and in agreement with, these financial obligations that are associated with the conservation easement application.

 (SWCD Representative)

 (Date)

C CONSERVATION PRACTICE PAYMENT CALCULATIONS

<i>Column Calculations</i>		1	2	3 = 1 + 2	4	5 = 3 x 4	6	7 = 6 - 5
PRACTICE AREA(s)	PRACTICE CODE	PRACTICE ACRES (1/10)			MAX PER ACRE \$ AMOUNT ALLOWED	TOTAL \$ AMOUNT ALLOWED	TOTAL ESTIMATED COST	BALANCE Landowner Obligation
		PRIMARY	SUPPORTING	TOTAL				
	RR-1							
	RR-2							
	RR-3		N/A					
	RR-4		N/A					
	RR-5	N/A	0.0		\$0.00	\$0.00		
	RR-6	N/A	0.0		\$0.00	\$0.00		
	RR-7	N/A			\$0.00	\$0.00		
	RR-8		N/A					
	RR-9		N/A		\$0.00	\$0.00		
	RR-10		N/A		\$0.00	\$0.00		
	RR-11		N/A					
	RR-12		N/A					
	RR-13		N/A		\$0.00	\$0.00		
	RR-FP		N/A		\$0.00	\$0.00		

TOTALS

= TOTAL EASEMENT ACRES

= TOTAL COST-SHARE
FUNDS REQUESTED
= TOTAL NON-COST-SHARE
FUNDS REQUIRED

RIM RESERVE EASEMENT AREA ASSESSMENT

I. EASEMENT AREA DESCRIPTION

- ☐ **Sensitive Groundwater Area:**
 Sinkhole & Contributing Area ☐ Wellhead Protection Area ☐ Other:
- ☐ **Wetland Restoration Area** ☐ % of wetland meets crop history requirements
- ☐ **Riparian Land Area** Adjacent to: Common name or inventory number:
 Stream/River
 Lake
 Wetland
- ☐ **Marginal agricultural cropland areas**
- ☐ **Other eligible land type:**

II. LAND USE INFORMATION *(check all that apply, and circle the predominant use)*

- A. What is the current land use of the proposed easement area?
☐ Ag Land: Row Crops ☐ Ag Land: Hay and/or Pasture Land
☐ Other:
- B. What is the surrounding land use and ownership?
☐ Ag Land: Row Crops ☐ Ag Land: Hay and/or Pasture Land
☐ Forest Land ☐ Secluded & Undisturbed Land
☐ Recreational Land ☐ Residential
- ☐ Public: ☐ Local ☐ State ☐ Federal
☐ Private *(if enrolled in a conservation program please specify program and I.D. #):*
☐ Other:

III. WATER QUALITY & EROSION AND SEDIMENTATION INFORMATION

- A. Water Quality characteristics of the proposed easement area *(check all that currently apply):*
☐ Within 100-year floodplain
☐ Offsite deposition of sediment into a water body is occurring
☐ Contains Wetland(s): ☐ Natural ☐ Restored ☐ Created
☐ Field generally lies: ☐ Perpendicular ☐ Parallel to the riparian source
- B. Erosion and Sedimentation characteristics of the proposed easement area:
 • Average slope percent: % • Average slope length: feet
 • Erosion type *(check all that apply and circle the predominant):*
 ☐ Wind ☐ Sheet & Rill
 ☐ Concentrated flow - ephemeral ☐ Scour
 ☐ Concentrated flow - gully

Estimated Average Erosion Rate for the Easement Area : T/ac/yr

IV. FISH AND WILDLIFE HABITAT INFORMATION:

A. Present characteristics of the proposed easement area:

- ☐ Contains endangered/threatened species habitat (*please identify species in the narrative below*)
☐ Contains Wetland(s): ☐ Natural ☐ Drained ☐ Restored ☐ Created
☐ Contains drained wetlands that will be restored
 • Proposed "Upland-to-wetland" ratio = :
☐ Contains critical nesting habitat for wildlife
☐ Contains critical winter cover habitat for wildlife

B. Proposed upland vegetative cover consists predominantly of (*select one*):

☐ Native species ONLY ☐ Introduced species ONLY ☐ Native AND Introduced species

V. GENERAL EASEMENT AREA NARRATIVE INFORMATION (attach additional sheets if needed):

A. Describe the water quality protection/improvement, erosion and sedimentation control and wildlife habitat benefits associated with acquiring a conservation easement on the area.

B. Explain how enrollment of this area will meet the goals and objectives of your comprehensive local water management plan and your SWCD comprehensive plan.

C. Explain any problems associated with acquiring a conservation easement on the area.

V. ENVIRONMENTAL ASSESSMENT

Check "yes" if the described situation exists within the proposed easement area, or within 200' of its boundaries.

	YES	NO
1. Signs of a dumpsite, junk pile or disposal pit?	<input type="checkbox"/>	<input type="checkbox"/>
2. Signs of tanks, drums or other containers?	<input type="checkbox"/>	<input type="checkbox"/>
3. Stained soil, unusual odors or chemicals of any kind?	<input type="checkbox"/>	<input type="checkbox"/>
4. Abandoned (unused) wells?	<input type="checkbox"/>	<input type="checkbox"/>
5. Oil sheens or discoloration of surface waters?	<input type="checkbox"/>	<input type="checkbox"/>
6. Evidence of a former, existing or future building site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Evidence of a spill or leak (e.g., ruptured pipeline)?	<input type="checkbox"/>	<input type="checkbox"/>
8. Vehicles, farm implements, appliances, tires or batteries?	<input type="checkbox"/>	<input type="checkbox"/>
9. Other (attach explanation)	<input type="checkbox"/>	<input type="checkbox"/>

After conducting a field inspection on _____ (date) of the proposed easement area, I believe that there
IS / IS NOT an apparent contamination potential.
(circle one)

SWCD Representative Name

Date

PERMANENT WETLANDS PRESERVE EASEMENT AREA ASSESSMENT

I. EASEMENT AREA DESCRIPTION

A. Hydrologic regime (check all that apply and circle the predominant)

☐ Riverine ☐ Floodplain ☐ Flow-through, non-depressional
 Depressional (select one): ☐ Whole Basin ☐ Partial Basin

B. Does any portion of the proposed easement area lie within the 100-year floodplain? NO ☐ YES ☐

C. Wetland Characteristics

• Contains existing wetlands: ☐ Natural ☐ Drained ☐ Restored ☐ Created

• Where feasible, specify type of wetland, number of basins for that type and total type acres:

Type	# Basins	Acres

• Are there any existing drainage systems adjacent to, or within, the wetland area being offered for enrollment?
 NO ☐ YES ☐ *Please explain the affect the drainage system will have on the enrolled wetland:*

• Would any future drainage, maintenance of existing drainage systems, burning, pumping, and/or filling activities adjacent to or within the wetland being offered for enrollment adversely impact the enrolled portion of the wetland? NO ☐ YES ☐ *If YES, please explain:*

• Is the wetland basin identified as a protected waters on the DNR Protected Waters Inventory?
 NO ☐ YES ☐ *If YES, please indicate the name and I.D. #:*

II. LAND USE INFORMATION (check all that apply and circle the predominant use)

A. What is the current land use of lands within the proposed easement area boundaries (wetland + adjacent lands)?

☐ Agricultural land: ☐ Row crops ☐ Hayland ☐ Pasture ☐ Other:
☐ Non-agricultural land: ☐ Residential ☐ Commercial ☐ Industrial ☐ Other:

B. What is the surrounding land use and ownership (outside of the proposed easement area boundaries)?

☐ Agricultural land: ☐ Row crops ☐ Hayland ☐ Pasture ☐ Other:
☐ Non-agricultural land: ☐ Residential ☐ Commercial ☐ Industrial ☐ Other:

☐ Public: ☐ Federal ☐ State ☐ Local ☐ Other:

☐ Private (if enrolled in a conservation program, please specify the program and I.D. #):

IV. FISH AND WILDLIFE HABITAT INFORMATION:

A. Present characteristics of the proposed easement area:

- ☐ Contains endangered/threatened species habitat (*please identify in item B below*)
- ☐ Contains Wetland(s): ☐ Natural ☐ Restored ☐ Created
- ☐ Contains Drained Restorable wetlands that will be restored
 - "Upland-to-wetland" ratio = :
- ☐ Contains critical nesting habitat for wildlife
- ☐ Contains critical winter cover habitat for wildlife

B. Proposed upland vegetative cover consists predominantly of (*select one*):

- ☐ Native species ONLY ☐ Introduced species ONLY ☐ Native AND Introduced species

V. GENERAL EASEMENT AREA NARRATIVE INFORMATION (attach additional sheets if needed)

A. Describe the water quality, erosion and sedimentation control and wildlife habitat benefits associated with acquiring a conservation easement on the area.

B. Explain how enrollment of this area will meet the goals and objectives of your comprehensive local water management plan and your SWCD comprehensive plan.

C. Explain any problems associated with acquiring a conservation easement on the area. Be sure to address the risks associated with partial basin applications.

V. ENVIRONMENTAL ASSESSMENT

Check "yes" if the described situation exists within the proposed easement area, or within 200' of its boundaries.

	YES	NO
1. Signs of a dumpsite, junk pile or disposal pit?	<input type="checkbox"/>	<input type="checkbox"/>
2. Signs of tanks, drums or other containers?	<input type="checkbox"/>	<input type="checkbox"/>
3. Stained soil, unusual odors or chemicals of any kind?	<input type="checkbox"/>	<input type="checkbox"/>
4. Abandoned (unused) wells?	<input type="checkbox"/>	<input type="checkbox"/>
5. Oil sheens or discoloration of surface waters?	<input type="checkbox"/>	<input type="checkbox"/>
6. Evidence of a former, existing or future building site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Evidence of a spill or leak (e.g., ruptured pipeline)?	<input type="checkbox"/>	<input type="checkbox"/>
8. Vehicles, farm implements, appliances, tires or batteries?	<input type="checkbox"/>	<input type="checkbox"/>
9. Other (attach explanation)	<input type="checkbox"/>	<input type="checkbox"/>

After conducting a field inspection on _____ (date) of the proposed easement area, I believe that there IS / IS NOT an apparent contamination potential.

(circle one)

SWCD Representative's Name

Date

BWSR CONSERVATION EASEMENT COURTHOUSE SEARCH

Name as stated on Applicant's Deed _____

Legal Description of Parcel: _____ County,

Township Name: _____ T. ____ N., R. ____ W.,

____ 1/4, ____ 1/4, Section ____ Abstract land ____ Torrens/Registered land ____

1. County Recorder's Office

- a. Check the tract index and list any transfers or liens that appear of record for the past 10 years. (e.g., quitclaim or warranty deeds, contracts for deed, mortgages, easements, judgment liens)

GRANTOR	GRANTEE	KIND OF TRANSFER	DATE	Doc. No.	BOOK Pg.

Notes: _____

- b. Check the indexes under the name of the applicant for the following kinds of encumbrances. (Some county recorders have a separate index for each type of encumbrance.)

- Federal and state tax liens for past 11 years.
- Bankruptcy filings for past 2 years. If applicant is a partnership, search under names of general partners as well.
- Federal court judgments for past 10 years. (Note: in Hennepin, Ramsey and St. Louis Counties, federal court judgments are found in the U.S. District Court Clerk's Office)
- Federal court judgment liens for past 20 years.

Findings: _____

2. Clerk of State District Court or County Court

Check under applicant's name for state court judgments, including statement of mechanics' liens or notice of lis pendens, for past 10 years.

Findings: _____

3. County Auditor's Office

Check under the property identification number ("PID") of the property for any delinquent real estate taxes and special assessments.

Findings: _____

RIM RESERVE WETLAND RESTORATION INFORMATION FORM

NOTE: Fill out one form for the wetland restoration project area.
Submit copies of this completed form with each easement application within the project area.

A GENERAL PROJECT AND LOCATION INFORMATION (for all easements listed in part C):

SWCD		PREPARED BY		DATE
TOWNSHIP NAME(S)		SECTION NO(S).	TOWNSHIP NO(S).	RANGE NO(S).
TOTAL EASEMENT AREA (acres)	TOTAL DRAINED WETLAND AREA (acres)	NO. OF DRAINED WETLANDS		

B WETLAND/WATERSHED INFORMATION:

	BASIN 1	BASIN 2	BASIN 3	BASIN 4	BASIN 5	BASIN 6	BASIN 7
Watershed Area (acres)							
Wetland Area (acres)							
Watershed/Pool Area Ratio	: 1	: 1	: 1	: 1	: 1	: 1	: 1

C APPLICATION/OWNERSHIP INFORMATION:

EASEMENT APPLICATION NO.	LANDOWNER NAME	EASEMENT TYPE (X)		EASEMENT AREA INFO. (ACRES)		BASIN ID NOS.
		RIM	FLOW	TOTAL	WETLAND	

Attach additional sheets as necessary

-- MORE --

D AERIAL PHOTO, TOPOGRAPHIC SURVEY AND RELATED INFORMATION:

1. Provide a copy of an aerial photo identifying all easement and wetland boundaries. Be sure to label easement and basin ID numbers. Also, if a public drainage system is located on or near the proposed project please identify it.
2. Provide a topographic map of the wetland basin(s) drawn at one foot contour intervals developed from the project survey. The survey should identify all properties which may be impacted by the proposed wetland restoration(s). This will typically include all upstream areas within two feet of the proposed restored wetland elevation. The following items (when applicable) should also be indicated on the topographic map and/or in the project survey.
 - Easement and/or Property Lines
 - Bench Mark Descriptions and Elevations
 - Map Scale and North Arrow
 - Roads and Utilities
 - Sizes and Flow Directions of Drainage Systems
 - Proposed Elevation of Wetland Restoration
 - Existing and/or Proposed Structure(s)
 - Other Pertinent Information

E ADDITIONAL PROJECT FEASIBILITY INFORMATION (attach additional sheets and/or information as necessary):

1. Any other lands not identified in part C that will be impacted by the proposed wetland restoration(s) must have an existing easement or be owned by an organization or agency that would allow the restoration of the wetland(s). Please identify any of these areas and indicate who owns/has an easement on the property and describe the type of ownership. Include any identification/contract number. (Examples: RIM Reserve Easements, WMA's, WPA,s, USFWS Easements, etc.)
2. Describe the method(s) used to drain each wetland basin identified in part B. Please be very specific if a public drainage system is involved.
3. Describe any potential problems which may exist when restoring any of the wetland basins identified in part B.
4. Explain the estimated work required and associated costs to restore each wetland basin identified in part B (please itemize).

BOARD OF WATER AND SOIL RESOURCES ASSESSOR'S CURRENT LAND VALUE VERIFICATION FORM

LANDOWNER INFORMATION		
Landowner Name:	SWCD Application Number:	
Street Address:		
City:	State:	Zip Code:

Legal Description of Proposed Easement Area Including: TWP. - Range - Section & County Name	
Tax Parcel(s) PID Identification Number(s) for Easement Area:	Size of Easement Area to Nearest 1/10 Acre:

<p>If your current year property tax statement separates the estimated market value of land and improvements for the tax parcel(s) containing the entire proposed easement area, attach a copy of the property tax statement(s) to this form and sign the form below.</p> <p>I hereby certify that the attached property tax statement(s) show(s) the estimated market valuation of land only for the tax parcel that totally includes the proposed easement area.</p>	
Landowner Signature:	Date:

<p>If your current year property tax statement does not separate land and improvement market valuations, then you, the LANDOWNER, will have to obtain this market valuation information for the tax parcel land directly from the assessor's office and have a representative of that office sign this form below.</p>	
Tax Parcel(s) (PID) Identification Number(s) :	Tax Parcel(s) Size to Nearest 1/10 Acre:
Tax Parcel(s) Current Tax Year Estimated Market Valuation of the Land Only:	County:
Landowner Signature:	Date:
Assessor's Office Representative Signature & Title:	Date:

CONSERVATION EASEMENT AGREEMENT

A. OVERVIEW

A.1 Purpose and Significance of the Conservation Easement Agreement

A.2 Preparation of the Conservation Easement Agreement - Basic Steps

- Step #1 Resolve all Legal and Environmental Issues
- Step #2 SWCD Development of Agreement Package
- Step #3 BWSR Development of Agreement Documents
- Step #4 Landowner(s) Sign Agreement Documents
- Step #5 BWSR and Other State Officials Complete Signature Process

A.3 Agreement Package

A.4 Agreement Documents

B. RESOLVING LEGAL AND ENVIRONMENTAL ISSUES

B.1 Contacting Mortgage Holders

B.2 Resolving Environmental Problems/Issues

B.3 Terminating CRP, Water Bank and Other Conflicting Property Restrictions

C. AGREEMENT INFORMATION FORM

D. OWNERSHIP DOCUMENTS

D.1 Overview

D.2 Abstract's Legal Description

D.3 Deed

D.4 Other Ownership/Legal Documents

D.5 Government Land Office (Government Lot) Map

D.6 Survey, Plat and Subdivision Maps

D.7 Registration of Authorized Farm Corporation/Partnership

E. LEGAL DESCRIPTION

F. AERIAL PHOTO

F.1 Overview

F.2 Easement Area Verification/Marking

F.3 Easement Area Boundary

F.4 Other Information

G. SIGNATURE PROCESS

- G.1 Landowner
- G.2 Corporation/Partnership

H. REVISION PROCESS

- H.1 General
- H.2 Revisions Prior to Signing the Agreement Documents
- H.3 Revisions After Signing the Agreement Documents
- H.4 Completing the Conservation Easement Revision Request Form

APPENDIX

A) Examples of Forms

- A-1 Notification to USDA-ASCS for Termination of Conservation Program Contract(s) [Form #WR-01075]
- A-2 Conservation Easement Agreement Information Form [#WR-01103]
- A-3 Additional Grantors Form
- A-4 Acknowledgement for Individuals [Form #WR-01078]
- A-5 Acknowledgement for Corporation/Partnership
- A-6 Conservation Easement Revision Request Form [#WR-01064]

B) Example of a Complete Conservation Easement Agreement Package

A. OVERVIEW

A.1 PURPOSE AND SIGNIFICANCE OF THE CONSERVATION EASEMENT AGREEMENT

The purpose for developing the conservation easement (CE) agreement is to create a legal contract between the landowner and the state for the conveyance of a conservation easement to the state. In addition, the document:

- Discloses the terms of the conservation easement prior to recording it, including the identification of the parties involved, ownership information, easement area boundaries and associated legal descriptions, payment information, conservation practice obligations, and land title responsibilities.
- Allows landowners to crop or graze the area during the easement acquisition process.
- Enables the state to reserve (encumber) the funds required for the transaction.

Please become familiar with the language in the CE agreement; this will make it easier to clearly communicate to the landowner(s) what their obligations are.

A.2 PREPARATION OF THE CONSERVATION EASEMENT - BASIC STEPS

Step #1 Resolve all Legal and Environmental Issues

After official acceptance and approval of the easement application, the SWCD will need to assist the landowner(s) in notifying each lender with a mortgage on the property that the landowner intends to offer the state a conservation easement for all or a portion of the property. Refer to item B.1 for more information.

All environmental problems/issues discovered during the application stage (dumps, abandoned wells, structures) will need to be discussed with the landowners and a strategy for clean-up or removal will need to be agreed upon. Refer to item B.2 for more information.

The SWCD should assist the landowner(s) to begin terminating any conflicting property restrictions previously placed on all or part of the proposed easement area, including the termination of CRP contracts and federal Water Bank agreements. Refer to item B.3 for more information.

Step #2 SWCD Development of Agreement Package

For each easement application approved for funding, the SWCD must prepare/develop the information identified in the "Agreement Package Contents/Checklist" (see item A.3, figure 1) in the order listed and submit it directly to the BWSR.

Step #3 BWSR Development of Agreement Documents

Upon receipt of the agreement package from the SWCD, the BWSR will prepare the CE agreement and related documents, including the legal description, Exhibit A, other necessary exhibits, and forms. In addition to the information in the agreement package, the BWSR will also use information previously supplied with the easement application to help prepare the agreement documents. Refer to item A.4 for more information regarding the agreement documents.

The BWSR will prepare and send **three** original "sets" of the agreement documents to the SWCD for signatures.

Step #4 Landowner(s) Sign Agreement Documents

Upon receipt of the **three** sets of the agreement document from BWSR, the SWCD should review the items carefully to make sure all information is correct. Make sure that any lenders that request to be listed on the easement payment check are accurately identified. Contact the BWSR if you find or suspect any errors.

Note: the SWCD may need to occasionally assist in the preparation of separate acknowledgement forms for the CE agreement (refer to item F for more information).

Notarized signatures of all identified landowners must be obtained on all **three** document packages. Upon completion, return all **three** document packages to the BWSR via certified mail. Refer to item G for more information regarding notarization of a landowner's signature.

Step #5 BWSR and Other State Officials Complete Signature Process.

After all required state signatures have been obtained, the BWSR will return one of the **three** signed agreement documents to the principal landowner (the landowner identified to receive the easement payment check as indicated on the Agreement Information Form). A letter from the BWSR easement coordinator will accompany the agreement documents instructing the landowner(s) to update their abstract and provide it to the SWCD office. The BWSR will also send a copy of the signed agreement documents to the SWCD office.

A.3 AGREEMENT PACKAGE

The development of the agreement package is one of the most important steps involved in acquiring the conservation easement. The documents required as part of the "agreement package" will allow the state to verify ownership and legally define the proposed easement area(s). The careful development of the agreement package by the SWCD will allow the BWSR to accurately and efficiently prepare the required agreement documents (see item A.4).

The SWCD should prepare the agreement package by following the "Agreement Package Contents/Checklist," figure 1. The agreement package, including the legal documents, forms, copies and other information as identified in figure 1, should be obtained/prepared and submitted directly to the BWSR in the order listed.

If you have any questions regarding the information or documents required for the agreement package please contact the BWSR realty staff.

A.4 AGREEMENT DOCUMENTS

The BWSR will use the information from the agreement package and easement application to prepare the agreement and the conservation easement documents.

Please note that the following items in the CE agreement will be generated from information previously supplied on the easement application or on an approved CE Revision Request Form. Refer to Revision Process, item H, if any of this information has changed since the easement application:

- easement type
- easement payment amount
- acres (compensated and uncompensated)
- conservation plan payment amount

The following legal documents will be developed by BWSR to create the conservation easement agreement:

- 1) The CE Agreement
- 2) Exhibit A - easement location map

It may also include of any these legal documents:

- 3) Legal Description (if necessary to separate from CE Agreement because of size)
- 4) Additional Grantors Form(s)
- 5) Separate Acknowledgement Form(s)
- 6) Other attachments as necessary

Figure 1.
Agreement Package Contents/Checklist

<u>ITEM</u>	<u>LOCATION REFERENCE</u>
1. _____ <i>Agreement Information Form</i>	<i>(item C)</i>
2. _____ <i>Copy of the abstract's legal description</i>	<i>(item D.2)</i>
3. _____ <i>Copy of the deed for the land</i>	<i>(item D.3)</i>
4. _____ <i>Aerial photo(s) of easement area (original reproductions only)</i>	<i>(item F)</i>
5. _____ <i>Copy of "unsigned" Conservation Plan</i>	
6. _____ <i>Conservation Easement Financial Worksheet (CEFW)</i>	<i>(Conservation Plan</i>
7. _____ <i>Copy of Conservation Practice Plan</i>	<i>Development Subsection)</i>
8. _____ <i>Copy of Conservation Plan Map</i>	

***When applicable, the following documents must also be submitted as part
of the "Agreement Package"***

9. _____ <i>Copy of statement from landowner to SWCD describing the activities needed to resolve environmental problems/issues</i>	<i>(item B.2)</i>
10. _____ <i>Copy of "Landowner Notification to ASCS - Contract Termination" form</i>	<i>(item B.3)</i>
11. _____ <i>Copies of other pertinent ownership/legal documents (e.g. Power of Attorney, Trustee Personal Representative, Guardian, etc.)</i>	<i>(item D.4)</i>
12. _____ <i>Copy of Government Land Office (GLO) map identifying any government lots</i>	<i>(item D.5)</i>
13. _____ <i>Copy of the survey map if the deed's legal description is in metes and bounds (when boundaries are defined by bearings and distances)</i>	<i>(item D.6)</i>
14. _____ <i>Copy of the plat or subdivision map if easement area is part of a platted area or subdivision</i>	<i>(item D.6)</i>
15. _____ <i>Registration of Authorized Farm Corporation/Partnership</i>	<i>(item D.7)</i>

B. RESOLVING LEGAL AND ENVIRONMENTAL ISSUES

B.1 CONTACTING MORTGAGE HOLDERS

After BWSR acceptance of the landowner(s) application, each lender with a mortgage on the property needs to be contacted and informed of the landowner's intent to offer the state a conservation easement for all or a portion of the property. Mortgages are usually identified during the courthouse search completed during the application stage. The SWCD should work with the landowner in making these contacts.

For the preparation of the agreement package, each lender must be asked if they want their name to be listed on the easement payment check as a co-payee. This information should be indicated in the "Easement Payment Information" section of the Agreement Information Form (refer to item C for more information).

The lender should be informed that as part of acquiring a conservation easement from them, the state will require a subordination consent or release from the lender's mortgage. Refer to the ***Easement Stage*** section of the handbook for more information regarding consents and releases. If the lender expresses an unwillingness to provide the state with a consent or release for the mortgage, the state will likely have to discontinue the easement acquisition process.

Contact BWSR realty staff with any questions regarding existing property mortgages.

B.2 RESOLVING ENVIRONMENTAL PROBLEMS/ISSUES

Any environmental problems/issues discovered during the application stage will need to be discussed with the landowners and a strategy for clean-up or removal will need to be agreed upon. The landowner shall provide the SWCD with a signed statement describing the agreed to activities along with the associated timeframe for completion. This signed statement should include language indicating that the landowner understands the conservation easement will not be recorded until the agreed to activities are completed. This statement must become part of the SWCD easement file. A copy of this statement should be included with the agreement package sent to BWSR. **The state cannot record the conservation easement until it receives verification from the SWCD that these activities have been completed.**

- ***Environmental problems (dumps, spills, etc.)***

If contaminants and/or hazardous substances are suspected to be present, please contact your board conservationist and determine whether or not the MPCA should be contacted for assistance. If the problem does not involve hazardous substances, determine what actions are needed to clean up the problem. The SWCD should keep a detailed record of any environmental problems and the associated clean-up activities in the easement file. The BWSR should be sent copies of any pertinent correspondence relating these environmental problems.

- ***Abandoned Wells***

All abandoned wells existing on the proposed conservation easement area must be properly sealed by a licensed contractor in accordance with MN Statutes item 103I.301 and the Minnesota Department of Health's well code (Minnesota Rules Chapter 4725).

- ***Structures***

If any structures, temporary or permanent, exist on the proposed easement area, they must be removed at the landowner's expense prior to the recording of the easement. The signed statement by the landowner(s) should include a copy of a map identifying the location(s) of building(s) and a removal plan.

B.3 TERMINATING CRP, WATER BANK AND OTHER CONFLICTING PROPERTY RESTRICTIONS

Lands being enrolled in a conservation easement cannot be enrolled in another federal or state government program or under an easement that conflicts with, or substantially duplicates the terms of the conservation easement.

The landowner(s) must obtain releases from government contracts and agreements (e.g. Conservation Reserve Program (CRP) and federal Water Bank) before the conservation easement can be recorded. The SWCD should provide assistance to the landowner(s) in terminating any CRP contracts or Water Bank agreements that have been placed on the easement area. State ASCS policy allows for the "early termination" of these contracts/agreements for any lands being enrolled in perpetual RIM or PWP conservation easements. Refer to memorandums dated 4/7/93 and 4/20/93 in the ***Program Correspondence*** section in Part I of this handbook for more information.

To initiate the request for contract termination, the SWCD should provide the landowner(s) with the Notification to USDA-ASCS for Termination of Conservation Program Contract(s) form [WR-01075]. The landowner is responsible for completing the form and delivering it to the local ASCS office. The SWCD will be responsible for making sure ASCS is provided with a copy of the conservation easement immediately after it has been recorded. The termination of the contract/agreement will take place the date the easement is recorded. Delaying the easement recording to extend the CRP or Water Bank contract is not allowed.

A sample Notification to USDA-ASCS for Termination of Conservation Program Contract(s) - form [WR-01075] can be found in Appendix A.

Other conservation type easements or agreements that exist on the property to be enrolled must be evaluated to determine whether or not they substantially duplicate or conflict with the proposed RIM or PWP conservation easement. Duplication would include the prevention of cropping, grazing or haying or the requirement to establish and maintain certain conservation practices. The BWSR easement coordinator should be contacted to determine if any other identified conservation easements or agreements will affect the acquisition of the RIM or PWP conservation easement.

C. AGREEMENT INFORMATION FORM

The BWSR will develop the agreement documents from the information provided on the Agreement Information Form and from information provided at the application stage (refer to item A.4 for more information). It is very important that the information provided on the Agreement Information Form be accurate, up-to-date and well-researched. A sample Agreement Information Form [WR-01103] is in Appendix A.

Please refer to the following instructions when completing the Agreement Information Form. When completed, the form should be submitted as part of the agreement package (refer to item A.3 for more information).

Easement Application Information:

Enter the easement identification number that was assigned at the application stage. Make sure all documents in the agreement package have the same ID number.

Grantor Information (Individuals):

- Type or legibly print the exact names of all grantors as shown on the property deed in the spaces provided under ***Grantor Name(s)***. In real estate transactions, including the conveyance of an easement, the name(s) must be listed exactly as shown on the deed, this includes any middle initial or middle name. If a grantor's name is now different from the spelling on the deed, list the grantor's current or correct name followed either AKA (also known as) or FKA (formerly known as) and then the grantor's name as shown on the deed. AKA is used in cases of a misspelled name or some other change or mistake. FKA is most frequently used when a grantor has married and taken a new last name.
- Indicate the ***Marital Status*** of all grantors listed on the deed in the spaces provided. Always consult directly with the landowner(s) to obtain marital status information since the information on the deed may not be current. If currently married, the ***Spouse's Name*** must be listed on the information form even if the spouse is not listed on the deed. Spouses are required by law to sign any real estate document.
- Please indicate, by correctly coding the marital status as directed on the form, if any of the grantors listed on the deed are now deceased. If a deceased grantor is indicated, BWSR realty staff will need to be contacted regarding the situation. They may possibly request additional legal documents in order to accurately prepare the agreement documents (refer to item D.4 for additional information).
- In cases of multiple grantors, list the name of the principal landowner first. This landowner will likely be the person indicated on the application and listed to receive the easement payment.

- If the proposed easement area has been purchased by landowner(s) who own the property via a contract for deed, list, under ***Grantor Name(s)***, both the buyers and sellers of the property (along with their spouses) as identified in the contract for deed. Please list the buyer (landowner applicant) first.
- In the case of someone signing on behalf of one of the grantors, list, under ***Individuals Signing on Behalf of Grantors***, the ***name*** of the individual who will be signing on the grantor's behalf. Indicate what ***type of authority*** the person has to sign (e.g., trustee) and include a copy of the legal document giving them that authority. Please indicate the name of the grantor(s) in whose behalf this person will be signing. Note that any grantor who is under 18 years of age must have a guardian sign on their behalf. Refer to item D.4 for additional information regarding types of authority.

Grantor Information (Corporation/Partnership):

- If the grantor is an eligible corporation or partnership, enter the corporation or partnership name under ***Grantor Name(s)*** (e.g. AgriEnterprises, Inc.). Marital status and spouses signatures are not needed for partnerships or corporations. List the ***name*** and ***title*** of the individual(s) authorized to sign for the corporation or partnership in the spaces provided under ***Individuals Authorized to Sign for Corporation or Partnership***.
- Two corporate officers must sign on behalf of the corporation or partnership, unless the corporation or partnership provides a copy of a resolution authorizing the signature of a non-corporate officer or a resolution authorizing just one individual to sign on behalf of the corporation or partnership. If required, a copy of the resolution(s) must be submitted as part of the agreement package.

Payment Terms:

Payment Amounts:

It is important that the correct payment information be provided so it can be accurately reflected on the agreement documents. Once the agreement documents are signed, the grantor(s) and the state have agreed to the payment amounts and terms indicated in the CE agreement. While it is possible to amend this payment information prior to recording the easement, it requires a significant amount of work by the SWCD and BWSR and should be avoided if possible. Future changes will be contingent upon additional funds being available.

If any changes are needed to the easement payment or conservation practice payments, please submit a completed CE Revision Request Form along with the agreement package requesting approval of these changes. Please refer to item H of this section for more information regarding the revision process.

Note that the easement and conservation plan payment amounts to be identified in the CE agreement will be the same as those requested and approved on the application or on the most recent BWSR-approved CE Revision Request form.

Easement Payment Information:

- Please indicate the type of easement payment the grantor(s) desire (one lump sum payment or ten equal annual installments).

The sum of the ten equal installment payments will equal the total easement payment. Interest payments will not be made on any remaining balances. Each annual payment, with the exception of the first payment, will be paid in the month requested beginning the year following the first payment. The first payment will be made promptly upon BWSR's receipt of all necessary documents and information after the easement has been recorded (see item D.3 "Submitting for Payment" of the ***Easement Stage*** section of the handbook).

***** IMPORTANT INFORMATION REGARDING ***
IRS REQUIRED REPORTING OF EASEMENT PAYMENTS**

- Make sure landowner(s) understand that the state is required to report the total amount of the easement payment to the IRS on a 1099S form in the year the first easement payment is made. This may have serious income tax consequences for landowners who choose the option for receiving installment payments.
- An individual or a married couple will receive one 1099S form from the state Department of Revenue listing the income received from the total easement payment.
- Multiple landowners will need to specify to the state the distribution of the easement payment. The BWSR will include an IRS 1099S Payment Information Form with the easement documents for the landowners to use in reporting this information. The completed form should be returned to the BWSR office as soon as possible, preferably along with the recorded easement documents. The state Department of Revenue will then send each landowner or married couple a 1099S form listing only their portion of the total easement payment. Please make sure the landowners understand the importance of filling out the form and returning it to the BWSR office. If the landowners fail to return the IRS 1099S Payment Information form, EACH landowner will receive a 1099S form from the state Department of Revenue listing income received from the TOTAL easement payment. Refer to item D.2 "IRS Reporting Information" of the ***Easement Stage*** section of this handbook for more information.

- Indicate which of the grantor(s) the ***Easement Check(s) should be Payable to.*** The "main" payee must be one of the grantors. Include their mailing address and social security number.
- If the grantor is a trust, identify the name and mailing address of the trustee along with their federal tax identification number.
- If the grantor is a partnership or corporation, list the name and mailing address of the partnership or corporation as the payee. List the federal tax identification number for simple partnerships. List both the state and federal tax identification number for other partnerships and for corporations.
- If a spouse, other grantors, banks, etc., desire to be included as a payee on the check along with the "main" payee, please indicate their name(s) under ***Co-Payee(s).*** Do not list an address for the co-payee(s). Only one check will be issued per payment.

Conservation Practice Payment Information:

- Specify the recipient of the ***Cost-Share Reimbursement Check(s)*** along with his/her mailing address. Enter "same" if information is identical to that required for the easement payment. List the social security number or state and/or federal tax identification number using the same guidelines as above. Note that the recipient of the cost-share reimbursement check is not required to be a grantor of the easement. A relative, caretaker, renter or other person as designated by the grantor(s) could be listed. If the recipient is not a grantor, explain the person's relationship to the grantors under ***"Comments"***.
- Identify the name(s) of any ***Co-Payee(s)*** to be listed. If the co-payee(s) is someone other than a grantor, please provide a brief explanation under ***Comments*** as to their relationship to the grantor(s). ***Co-Payee(s)*** can be included on specific reimbursement checks. If this is desired, please identify under ***Comments*** which conservation practice reimbursement check(s) the co-payee should be associated with and why. For example, the SWCD or DNR may request to be a co-payee for an RR-3 (tree planting) reimbursement.

D. OWNERSHIP DOCUMENTS

D.1 OVERVIEW

The acquisition of a conservation easement is considered a real estate transaction. As a result, it is very important that the easement and its legal description describing the easement area boundary be accurately developed.

When developing the easement agreement, provide the BWSR with some basic evidence of ownership. This includes information of when and how the grantor(s) obtained the property. More detailed documentation of ownership may be required by the title insurance agent at the title commitment stage.

The following information pertaining to property deeds, legal documents and maps is needed by the BWSR to determine basic evidence of ownership. Good quality copies of these documents must be submitted by the SWCD as part of the agreement package.

The SWCD should contact the BWSR realty staff with any questions prior to submitting the agreement package.

D.2 Abstract's Legal Description

A property's abstract provides a historical summary of all the legal transactions that have occurred affecting a particular tract of land. Due to the historical nature of an abstract, the legal description shown on the document, usually located on its cover, may not be written the same as the legal description on the landowner's deed for the property. The landowner(s) must provide the SWCD with a copy of the legal description(s) from the abstract(s) that encompass all of the lands within the proposed easement area. A copy of this information must be included with the agreement package.

D.3 Deed

The deed is the legal document used to transfer ownership or property rights of a person or entity to another person or entity. This information includes the name(s) of the person(s) or legal entity that purchased the property along with the legal description of the property acquired.

The legal description on the deed(s) must encompass all of the lands within the proposed easement area, so that the landowner(s) can show ownership for all of the easement area. This is very important! Please review the deed's legal description to verify ownership prior to submitting the agreement package to BWSR.

There are several different types of deeds. One of the types of deeds listed below will probably exist for the property and a copy of it must be submitted as part of the

agreement package. The first three listed deeds are the most common and created as result of a voluntary transfer of the land. The next two deeds are developed as a result of the death of an owner identified on the deed. The last deed is developed for property conveyance for a minor or incompetent person.

If the legal description in the deed refers to another deed, easement, etc., a copy of the referenced document(s) must also be submitted.

1. *Warranty Deed*

This is the most comprehensive and common type of deed used in real estate transactions. With this type of deed, the grantor warrants that (s)he has good title to the property being transferred.

2. *Quit Claim Deed*

This type of deed is used when the grantor does not warrants that (s)he has good title to the property being transferred; (s)he is only conveying whatever interest (s)he has in the property.

3. *Contract for Deed*

A contract for deed is not an immediate transfer of a parcel of property. Instead, it is a contract for a sale which requires the buyer to make a certain number of payments to the seller over a specified period of time. The seller remains the fee owner of the property during the term of the contract. After all of the necessary payments are made to the seller, the seller provides the buyer with a deed of ownership.

4. *Probate or Personal Representative's Deed*

This type of deed is from a person authorized to transfer property from the estate of a deceased landowner.

5. *Trustee Deed*

This type of deed is from a trustee who has authority, from a trust created in a will, to manage the property of a deceased landowner.

6. *Guardian's or Conservator's Deed*

This type of deed is from a person authorized to transfer property for a minor or incompetent person.

D.4 Other Ownership/Legal Documents

Occasionally, the ownership information from the deed or current information as provided by a landowner will indicate that a grantor identified on the deed is deceased, is divorced or divorcing, has designated another party to sign on their behalf, or the land has been transferred to a trust. In these "non-typical" situations, the SWCD may need to obtain additional information or documents from the landowner(s) and submit them as part of

agreement package. Please contact the BWSR realty staff for guidance on what information or documents are needed for a particular non-typical situation. The landowner should consult an attorney if any of these documents need to be prepared. The following is a listing and brief description of some of the documents that may be needed for these non-typical situations.

Divorce of a landowner:

Decree of Dissolution (Divorce Decree) - This is a court order that shows how marital property is divided after a divorce has been finalized.

Death of a landowner:

Death Certificate - This document may be required to confirm the death of a landowner. If the landowner is survived by a spouse or if (s)he jointly owned the land with another person, an Affidavit of Survivorship attesting to the death of the landowner may be requested.

Decree of Distribution - This is a court order determining how the property will be divided among the heirs of the deceased.

Land held in trust:

Trust Agreement or Certification of Trust - This is a document which authorizes a trustee to sell property of the landowner. An Affidavit of Trustee attesting that the trustee has authorization to sell property under the trust may be requested.

Additional Legal Documents:

Power of Attorney (Attorney-in-Fact) - This is a document in which a landowner authorizes another person to act as their "attorney-in-fact" and enter into certain transactions on behalf of the landowner (see example in appendix B).

Affidavit - This is a sworn or affirmed statement by the person signing the affidavit attesting that (s)he has personal knowledge about the facts stated therein. The most typical types of affidavits are:

Affidavit of Survivorship - Used by the spouse or other person who jointly owned the property with the deceased and are attesting to the death of the person.

Affidavit of Identity - Used by a person to attest to the identity of another person named in a deed or judgement.

Affidavit from the Attorney-in-Fact - Used by the attorney-in-fact to attest that the power of attorney for the person identified has not been revoked or terminated.

Affidavit of Trustee - Used by the trustee to attest that their authorization to sell property under the trust has not been revoked or terminated.

Letters of Guardianship or Conservatorship - This is a document issued by the court authorizing a guardian or conservator to manage the legal affairs of a person under the age of 18 or of a mentally incompetent person. Note, a person under the age of 18 cannot legally transfer real estate on their own.

Letters of Testamentary - This is a document issued by the probate court authorizing a personal representative to manage the affairs of an estate.

D.5 Government Land Office (Government Lot) Map

A government lot map is the original Government Land Office Survey which is available at the county courthouse. Government lot maps are typically associated with lands adjacent to lakes and rivers that are used to define a boundary of a parcel of land. The presence of government lots in these situations will always be indicated in the deed's legal description.

Government lots are also associated with longitude/latitude adjustment sections. Certain sections within several townships around the state are adjusted to correct for non-parallel longitude and latitude lines. These adjustment sections are located along the west or north township boundary lines. The amount of area adjusted will vary between the different townships. The deed's legal description will sometimes, but not always, indicate if an adjustment section is involved. If an easement area is located along a township's west or north boundary, review the deed's legal description carefully and also review other maps (USGS Quad, County Highway Map, aerial photo, etc.) for the presence of a distorted (adjusted) section and therefore a government lot.

If the easement area is located within one or more government lots, a copy of the pertinent government lot map(s) must be included with the agreement package.

D.6 Survey, Plat and Subdivision Maps

If the deed's legal description is in metes and bounds (property lines are described running so many feet in a specific direction), a copy of the survey map, if available, and its metes and bounds legal description, should be included with the agreement package.

If the deed's legal description contains a reference to a specific lot within a plat or subdivision, a copy of the plat or subdivision map must be included with the agreement package.

Survey, plat and subdivision maps can be located at the county courthouse or at the city office if the property is located within city limits.

D.7 Registration of Authorized Farm Corporation/Partnership

A partnership or corporation must qualify under the definition of an "eligible landowner" to be eligible for enrollment into a BWSR conservation easement program. To qualify, a partnership or corporation must be registered as an authorized farm partnership/corporation with the Minnesota Department of Agriculture. A copy of this authorization or other type of verification from the Department of Agriculture must be supplied by the grantor and submitted along with the agreement package.

For more information, refer to the *Program Eligibility* sections in **Part I** of the handbook.

E. LEGAL DESCRIPTION

The legal description for the easement area will be developed by the BWSR as accurately as possible based on the following information supplied by the SWCD:

- existing legal descriptions from deed, abstract or other surveys for the property
- field measurements
- measurements of easement area boundary lines
- other measurements from good quality maps and photos

To simplify the development of the legal description, the boundary of described lands will often include an area of land larger than the conservation easement area. However, it will be written as small as possible to avoid problems, particularly with lending institutions concerned about encumbrances on lands included in the description, but not actually within the easement area boundaries. The easement's legal description cannot exceed the boundary of lands owned by the applicant(s).

F. AERIAL PHOTO

F.1 OVERVIEW

An original reproduction of an ASCS aerial photo(s), showing the easement area and other pertinent land features, will need to be submitted as part of the agreement package. Photocopies of the aerial photo will not be accepted because the scale, accuracy and clarity of the photo are substantially affected when photocopied.

The information provided on the photo will be used by the BWSR to develop the Exhibit A for the CE agreement and the conservation easement. The Exhibit A will graphically illustrate the boundary of the easement and the easement's legal description, as well other pertinent land features as they relate to the easement area.

The aerial photo submitted for the application should not be resubmitted with the agreement package. The information provided on the aerial photo for the agreement package must be developed more accurately and be more comprehensive. Please be aware that the completeness and accuracy of the information required can have a substantial effect on how efficiently BWSR staff develop the legal description and Exhibit A. The processing time for the easement can be affected accordingly.

F.2 EASEMENT AREA VERIFICATION/MARKING

Prior to developing the aerial photo for the CE agreement package, the SWCD should verify the boundaries of the easement area with the landowner. This verification should consist of marking (where appropriate) the easement area boundaries in the field. The marking should normally take place at easement corners or periodically along curved easement lines. Permanent stakes (steel fence posts) should be used to mark these locations whenever possible. Temporary stakes (lath or flags) should be used if seasonal conditions will not allow the placement of permanent stakes. Temporary stakes should also be considered if the land use during the acquisition process (e.g. cropping) will be hindered by the placement of permanent stakes. Permanent stakes should be established as soon as conditions permit their placement. The SWCD should coordinate the placement of the permanent stakes with the landowner. Refer to the ***Processing Framework*** section of the handbook for information regarding eligible reimbursement costs associated with materials used to stake easement boundaries.

Upon verification and approval of the staked easement boundary by the landowner, dimensions of each straight easement line (from corner to corner) should be measured and noted. Distances from well-defined landmarks such as road center lines or right-of-way/property/fence lines to easement area corners should also be measured and noted (where appropriate). Curved easement lines should be marked and measured as accurately as possible.

F.3 EASEMENT AREA BOUNDARY

Using the dimensions and distances measured in the field, neatly draw on the aerial photo for the CE agreement the easement area boundary. The line drawn should be as thin as reasonably possible and yet legible (note: a line 1/16" thick equals 41 feet at a scale of 1" = 660'). The dimensions and distances as measured in the field (refer to item F.2) should also be shown on the photo. For distance information, it should be clearly marked as to what was measured. Was the measurement to the easement corner taken from the road center line or road right-of-way/fence line?

If the location of the easement on the photo, darkness of the photo, or quantity of dimension/distance information make it impractical to put this information on the photo, you may include the dimensioning and distance information on a separate sheet of plain paper, see example in appendix B).

If an easement area boundary is located along or near the edge of a section, please include a similar quality aerial photo of the adjacent section(s).

Please verify that the easement area drawn on the aerial photo correlates exactly with the number of acres submitted on the application or on a current approved CE Revision Request form. If not, complete a CE Revision Request form and submit with agreement package (see item H of this subsection).

F.4 OTHER INFORMATION

The following physical features (where applicable) should also be identified on the aerial photo if located adjacent to, or within, the same quarter section as the easement area. Identification of these features will aid in developing the Exhibit A and the easement's legal description. Use a separate aerial photo(s) to draw/identify these physical features if the amount of information becomes too detailed or interferes with the requirements of item F.3.

- ***Roads (Cartways, Township and County Roads, State and Federal Highways)***
Identify all roads and label them by name or number. Typically, the center of a road is on the property line between two parcels. Roads are often positioned on the section, half-section or quarter line. The conservation easement area cannot extend into the road right-of-way.

A township road and associated right-of-way will generally encompass a total width of 66 feet. Other roads will have varying right-of-way widths. Attempt to verify the widths for each road and right-of-way adjacent to the proposed easement area and indicate on the photo.

- ***Railroads***
Identify railroads and label them by name. Determine the actual width of the railroad right-of-way, where pertinent, and indicate on the photo.

- ***Natural Water Bodies and Water Courses (Lakes, Rivers, Streams)***

Identify and name all natural water features. Include the name or number designation, if available.

- ***Public Drainage Systems***

Identify and appropriately label all public drainage ditches. Include the easement width of the public ditch if adjacent to or within the easement area. The conservation easement boundary cannot extend into the public ditch easement. Refer to item B.1, General Criteria of the ***RIM Reserve or PWP Eligibility*** sections in ***Part 1*** of the handbook for more information.

Also, identify and appropriately label any known private drainage ditches that are adjacent to or within the easement area that have recorded drainage easements/agreements. Adequate space for future maintenance should be provided along the sides of a private ditch.

- ***Utilities***

If, during the preparation of the aerial photo for the agreement package, the exact location of any utilities are known, identify them on the photo. Easements for pipelines and other utilities (gas lines, electric, phone, etc.) that exist on or adjacent to the proposed easement area will eventually have to be obtained as part of the easement acquisition. Refer to item B, Title Insurance of the ***Easement Stage*** section of the handbook for more information.

G. SIGNATURE PROCESS

G.1 LANDOWNER

Signature:

The BWSR will develop the CE agreement with each individual grantor's name typed below a signature line provided on the back of the CE agreement form. Please have the grantors sign their name exactly as it appears below their signature line. The grantors are required to sign all three copies of the CE agreement.

The back of the CE agreement only provides spaces for a limited number of grantors to sign. If the number of grantors exceeds the number of signature lines available, an Additional Grantors form will be developed by BWSR with the remaining signature lines on it. If used, this form will be made an exhibit to the CE agreement.

Acknowledgement:

An acknowledgement is an individual's signature that has been personally witnessed by a Notary Public or which the Notary Public recognizes because of personal knowledge. The Notary is responsible for verifying the identity of the person who is executing the document and that the individual(s) has signed his/her name exactly as it is typed below the signature line. **Each of the grantor's signatures for the three copies of the CE agreement must be acknowledged.**

All signatures that are jointly executed can be notarized together by the Notary. Any signatures done separately must be notarized separately as well. Separate acknowledgements are to be performed on the Acknowledgement for Individuals form [WR-01078], which is to be prepared by the SWCD on an as-needed basis. The BWSR or SWCD will likely not know which of the grantor's signatures will be acknowledged together when developing the CE agreement. Therefore, unless one of the following conditions apply, the acknowledgement portion of the agreement form will not be completed by the BWSR.

The following are the conditions under which BWSR will complete acknowledgement portion of the CE agreement form:

- a) There is only one grantor
- b) There are two grantors and they are husband and wife
- c) The SWCD directs BWSR to do so knowing all grantors will sign at the same time

If by chance the grantors, as shown together on the acknowledgement line, cannot be notarized together, strike out the name(s) of the individual(s) not present and prepare a separate acknowledgement form (three copies) for the grantor(s) to use.

These guidelines should be followed by the SWCD when developing acknowledgements for the agreement documents (always refer to the grantors names in exactly the same way they are referred to on the front of CE agreement):

1. Single grantor

EXAMPLE: Adam M. Smith, single

2. Married grantors to be acknowledged together

EXAMPLE: Jeffery L. Johnson and Mary Jean Johnson, husband and wife*

** List husband and wife in the same order as they appear on the deed*

3. *Married grantors to be acknowledged separately*

EXAMPLE: Daniel G. Larson, husband of Betty J. Larson
Betty J. Larson, wife of Daniel G. Larson

4. *Grantor was single but is now married*

EXAMPLE: Joseph T. Smith and Martha H. Smith, FKA Martha H. Anderson,
husband and wife

5. *Grantor's spouse is deceased and grantor has not remarried*

EXAMPLE: John H. Jones, widower
or
Mary J. Jones, widow

6. *Multiple grantors to be acknowledged together*

EXAMPLE: William F. Clark, single; James J. Donovan and Sarah T. Donovan,
husband and wife; and Robert G. Donovan and Carla S. Donovan,
husband and wife

6. *Contract for deed ownership*

EXAMPLE: William Buyer and Susan T. Buyer, husband and wife; and John F.
Seller, single

7. *Personal representative for a deceased landowner*

EXAMPLE: Norman Buffington, Personal Representative of the Estate of Ann
Buffington

8. *Attorney-in-Fact (Power of Attorney)*

EXAMPLE: James H. Brown, Attorney-in-Fact for John J. Smith

9. *Grantor making a mark*

EXAMPLE: Donald I. Mueller, single, who signed by making his mark

10. Grantor's name is different from that shown on deed

EXAMPLE: Amanda K. Luckey, AKA Amanda K. Lucky, single

11. Trustee (Co-Trustees) of a Trust

EXAMPLE: Douglas Smart and Lena P. Olsen, Co-Trustees of the Duane Persson Family Trust created under the Last Will and Testament of Duane C. Persson

G.2 CORPORATION/PARTNERSHIP

Signature:

The CE agreement as developed by BWSR will identify the name of the corporation or partnership on the front of the form as the grantor.

The name and title of the individuals who will be signing the CE agreement form for the corporation or partnership will be typed below the signature lines on the back of the form. Please have these individuals sign their name exactly as it appears below their signature line. The name(s) of these individuals will be listed exactly as they appear on the Agreement Information form submitted by the SWCD as part of the agreement package (refer to item C).

Acknowledgement:

The acknowledgment for corporations or partnerships will need to be done on a separate acknowledgement form developed specifically for corporations and partnerships. BWSR will prepare an Acknowledgement for a Corporation or Partnership form and send it to the SWCD with the agreement documents to be signed. The signature(s) of the individual(s) authorized to sign for the corporation or partnership must be notarized using this form.

H. REVISION PROCESS

H.1 GENERAL

During development of the conservation easement many circumstances may prompt the need to revise the easement area and/or the size or locations of the conservation practice areas. The work required to make these changes depends largely on how far along the easement has come in the process.

Revisions usually involve changing the easement payment and/or conservation practice payments. In order to minimize confusion and assure adequate dollars are available to accommodate the change, the SWCD will need to formally request BWSR's approval to revise the easement information.

H.2 REVISIONS PRIOR TO SIGNING THE AGREEMENT DOCUMENTS

Any requests for revising the easement information before the agreement documents signed should, if possible, take place during or prior to submission of the agreement package. This will allow these revisions (i.e., acreage and/or payment changes) to be incorporated into the agreement documents as they are being developed by BWSR.

Any revisions requested after submitting the agreement package to BWSR, but prior to signing the agreement documents, must be coordinated with the BWSR easement coordinator.

To initiate a revision, the SWCD must complete and submit a CE Revision Request form [WR-01064] to the BWSR Easement Coordinator (refer to item H.4).

H.3 REVISIONS AFTER SIGNING THE AGREEMENT DOCUMENTS

Revisions required after the agreement documents have been signed must be initiated by the SWCD completing and submitting a CE Revision Request Form [WR-01064] to the BWSR easement coordinator (refer to item H.4). In addition, depending upon the nature of the revisions requested, it is possible the agreement documents will need to be revised and re-executed. BWSR staff will contact you, as needed, in regard to any additional information needed to process the revision request. If the easement boundaries are being expanded to include more land, additional documents may be necessary to verify ownership. If the legal description is expanded, the title insurance request (if already prepared) will have to be modified to include the new area (*refer to the title insurance discussion in the Easement Stage section*).

H.4 COMPLETING THE CONSERVATION EASEMENT REVISION REQUEST FORM

The BWSR requires that an SWCD submit the following information when requesting a revision to the conservation easement information:

- A) An amended Conservation Easement Financial Worksheet (if pertinent)
- B) An original copy of an aerial photo showing revised easement area boundaries (if applicable, see item E), and
- C) Completed CE Revision Request Form [WR-01064]

There are four major components to the CE agreement that are subject to revisions. These four components are reflected on the CE Revision Request Form. They are:

- 1) Total easement acres
- 2) Total easement payment
- 3) Total conservation plan cost-share funds requested
- 4) Total noncost-share funds required.

Please complete the entire form including a response in all eight boxes in part B.

The SWCD acknowledgement (part C of the form) is important, as it certifies that the landowners are aware of, and in agreement with, the revisions. The BWSR has forgone the requirement for landowner signature(s) on this form in an attempt to avoid delaying the process. ***It is extremely important that the SWCD representative not sign the form unless the terms of the SWCD acknowledgement statement have been met.***

The revision request will be acted upon by the BWSR. If the request is approved, it will be signed and the original will be returned to the SWCD. If the revisions are not approved, the BWSR will contact the SWCD and explain why.

APPENDIX A

NOTIFICATION TO USDA-ASCS FOR TERMINATION OF CONSERVATION PROGRAM CONTRACT(S)

Local ASCS office:	Local SWCD office:
Landowner Name:	Conservation Easement I.D. Number:

I, the undersigned contract/agreement holder for lands enrolled in (select one):

☐

Conservation Reserve Program (CRP)

☐

Federal Water Bank Program (WBP)

herein after referred to as Contract, as administered by the United States Department of Agriculture – Agricultural Stabilization and Conservation Service (USDA-ASCS), do hereby notify the USDA-ASCS that lands contained in the Contract have been accepted for enrollment into a conservation easement program administered by the Minnesota State Board of Water and Soil Resources (BWSR).

By signing this notice, I am requesting termination, in whole or part, of the referenced USDA-ASCS conservation program Contract upon successful enrollment of said lands in a BWSR perpetual conservation easement. I agree that the USDA-ASCS conservation program Contract will be terminated by USDA-ASCS only for those area(s) to be included in the perpetual conservation easement to be recorded and conveyed to the State of Minnesota. Said termination date of the USDA-ASCS Contract will be the date the BWSR perpetual conservation easement is recorded. I also agree that, upon termination of my USDA-ASCS conservation program Contract, the USDA-ASCS will make an adjusted payment for the current contract year and will then no longer be financially obligated to provide me with any additional annual payments.

The description of the area(s) for which I am considering termination of said USDA-ASCS conservation program Contract is:

CRP Contract / WBP Agreement Number(s):		Total (current) Contract Acres:	Contract Acres to be Terminated:
County:	ASCS Farm I.D. Number:		ASCS Tract & Field Number(s):
Township Name:	Section No.:	Township No.:	Range No.:

I acknowledge that by signing this notice and providing it to the USDA-ASCS, that this notice, in and of itself, will not terminate my USDA-ASCS conservation program Contract or obligate the State of Minnesota to acquire said lands with a BWSR conservation easement.

I certify that the information provided above is true and correct to the best of my knowledge.

Landowner Signature

Date

BWSR CONSERVATION EASEMENT AGREEMENT INFORMATION FORM

Please Type or Print Legibly

EASEMENT APPLICATION INFORMATION

Name of SWCD:

Easement Application No.:

GRANTOR INFORMATIONGrantor Name(s)
Current Marital Status
 (S-single M-married D-deceased)
Current Spouse's Name

☐ Check here if additional sheets are attached to identify all grantors and spouses
Indicate full name of spouse even if spouse is not shown on the property deed

Please indicate if any of the grantors shown on the property deed are deceased by placing a "D" under marital status

Any grantor under the age of 18 must have a Guardian sign on their behalf (see below)**INDIVIDUALS SIGNING ON BEHALF OF GRANTORS:**

_____ (name)	_____ (type of authority)	_____ (signing on behalf of)
_____ (name)	_____ (type of authority)	_____ (signing on behalf of)
_____ (name)	_____ (type of authority)	_____ (signing on behalf of)

AIF - Attorney-in-Fact (Power of Attorney)

Guardian

PR - Personal Representative

Trustee

(Please include a copy of document(s) providing authority to sign)

INDIVIDUALS AUTHORIZED TO SIGN FOR CORPORATION OR PARTNERSHIP:

_____ (name)	_____ (name)
_____ (title)	_____ (title)

Side 1

**BWSR CONSERVATION EASEMENT
AGREEMENT INFORMATION FORM**
(continued)

PAYMENT TERMS

1. PAYMENT AMOUNTS:

The total amounts to be indicated on the conservation agreement for the easement and conservation practice payments will match the financial information provided on the application or on the most recently approved Conservation Easement Revision Request Form.

2. EASEMENT PAYMENT INFORMATION:

(please check one)

☐ One Lump Sum Payment

☐ Ten Equal Annual
Installment Payments

_____ *(month of payment)*

Easement Check(s) Payable to:

Co-Payee(s) to be Listed on the Check

Name:

Name(s):

Address:

Social Security Number:

State Tax I.D. Number:

Federal Tax I.D. Number:

3. CONSERVATION PRACTICE PAYMENT INFORMATION:

Cost-Share Reimbursement Check(s) Payable to:

Co-Payee(s) to be Listed on the Check

Name:

Name(s):

Address:

Social Security Number:

State Tax I.D. Number:

Federal Tax I.D. Number:

Comments:

Side 2

To be distributed at a later date.

EASEMENT ID NO. _____

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT PROGRAM

ACKNOWLEDGEMENT FOR INDIVIDUALS

STATE OF _____)
)SS
COUNTY OF _____)
by _____

The attached Board of Water and Soil Resources Conservation Easement Program document was acknowledged before me this _____ day of _____, 19____

(Notary Stamp or Seal)

Notary Signature _____

Commission Expires On _____

ACKNOWLEDGEMENT FOR INDIVIDUALS

STATE OF _____)
)SS
COUNTY OF _____)
by _____)

The attached Board of Water and Soil Resources Conservation Easement Program document was acknowledged before me this _____ day of _____, 19____

(Notary Stamp or Seal)

Notary Signature _____

Commission Expires On _____

ACKNOWLEDGEMENT FOR INDIVIDUALS

STATE OF _____)
)SS
COUNTY OF _____)
by _____)

The attached Board of Water and Soil Resources Conservation Easement Program document was acknowledged before me this _____ day of _____, 19____

(Notary Stamp or Seal)

Notary Signature _____

Commission Expires On _____

To be distributed at a later date.

CONSERVATION EASEMENT REVISION REQUEST FORM

EASEMENT APPLICATION INFORMATION

Name of Applicant:	Name of SWCD:	Easement Application No.:
--------------------	---------------	---------------------------

REVISION INFORMATION

	PREVIOUS REQUEST	REVISED REQUEST (N/C) No Change
TOTAL EASEMENT ACRES (1/10)	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
TOTAL EASEMENT PAYMENT	\$ <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	\$ <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
TOTAL CONSERVATION PLAN COST-SHARE FUNDS REQUESTED	\$ <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	\$ <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
TOTAL NON-COST-SHARE FUNDS REQUIRED	\$ <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	\$ <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

☒ ***Include a revised copy of the CEFW with each revision request***
☒ ***Include aerial photo accurately showing any revisions to the easement area (if applicable)***

SWCD ACKNOWLEDGEMENT

I certify that the landowner(s) are aware of, and in agreement with, the proposed financial changes to the easement and/or conservation practice payments and any associated changes to the easement area, as indicated in item B above. I also certify that the landowner(s) understand the effect these proposed changes will have on their financial obligations for establishing the conservation practices identified in the conservation plan.

(SWCD Representative)

(Date)

BWSR AUTHORIZATION

I have reviewed and I approve this request for revising the previously agreed to easement area and/or financial terms for this conservation easement.

(BWSR Authorization)

(Date)

APPENDIX B

Appendix B

Example of a Completed Agreement Package

The following documents are all included as part of this example:

1. Agreement Information Form (side one)
2. Agreement Information Form (side two)
3. Copy of abstract's legal description
4. Copy of deed
5. Aerial photo of easement area
6. Map of easement area showing distances and dimensions
7. Copy of landowner statement agreeing to resolve environmental issues
8. Copy of landowner's Notification to USDA - ASCS for Termination of Conservation Program Contract(s)
9. Copy of Power of Attorney form
10. Copy of Government Land Office (GLO) map

Note: In this example, the conservation plan documents required for the agreement package are not included.

This example contains a variety of unique situations that will hopefully better illustrate the requirements of the agreement package. Some of these unique situations include:

- A contract for deed in which the wife of the seller (James I. McElroy) of the property is now deceased even though the deed indicates otherwise. Note how both James I. McElroy and his deceased wife Ruth M. McElroy are indicated on side one of the Agreement Information Form. If Mr. McElroy was now remarried, his marital status would change and his current spouse should be listed. The listing of Ruth McElroy on the form would not change because of this.
- The seller of the property (James I McElroy) has a power of attorney. A copy of the power of attorney form is included in the agreement package. Note how it is indicated on side one of the Agreement Information form that James I McElroy has given a power of attorney.
- One of the buyers of the property (Terri P. Nelson) was indicated as single on the deed and is now married (Terri P. Stewart). Note how her name change is indicated on side one of the Agreement Information Form using "FKA" and also that her new husband's name (Mark A. Stewart) is listed.
- The abstract's legal description is different from the deed's.

- The deed's legal description references Government Lots, therefore, a copy of the pertinent Government Lot Map is included as part of the agreement package.
- It was too difficult to provide distance and dimensioning information on the aerial photo depicting the easement area boundary so a separate map providing this information was developed and included as part of the agreement package.
- Some garbage was discovered during the easement application site visit, therefore, a statement from the landowner is included in the agreement package agreeing to remove the garbage from the easement area.
- A portion of the area being enrolled is currently in the federal Conservation Reserve Program (CRP). Therefore, a copy of the landowner's Notification to USDA - ASCS for Termination of Conservation Program Contract(s) is included as part of the agreement package.
- The landowners requested ten equal installments instead of one lump sum check. They chose the month of January in which to receive each installment check.
- In addition to the principal landowner (Kenneth J. Nelson), another landowner and a bank with a mortgage to the property requested to be co-payees on the easement payment check(s). Note how this is indicated on side two of the Agreement Information form.
- The same landowner that is receiving the easement payments (Kenneth J. Nelson), is to receive the conservation practice reimbursement payments. Therefore, instead of retyping his name, address, and social security number, "SAME" was entered to indicate the information is identical to that entered above.
- The SWCD requested to be listed as a co-payee for the RR-3 (tree planting) reimbursement check(s) because the trees are being purchased from them and the order is quite large. Note how this is indicated on side two of the Agreement Information Form.

BWSR CONSERVATION EASEMENT AGREEMENT INFORMATION FORM

Please Type or Print Legibly

EASEMENT APPLICATION INFORMATION

Name of SWCD:

Kanabec

Easement Application No.:

33-09-93-03

GRANTOR INFORMATION

<u>Grantor Name(s)</u>	<u>Current Marital Status</u> (S-single M-married D-deceased)	<u>Current Spouse's Name</u>
Kenneth J. Nelson	M	Marlene F. Nelson
Terri P. Stewart FKA Terri P. Nelson	M	Mark A. Stewart
James I. McElroy AKA James Irwin McElroy	S	
Ruth M. McElroy	D	

☐ Check here if additional sheets are attached to identify all grantors and spouses

Indicate full name of current spouse even if spouse is not shown on the property deed

Please indicate if any of the grantors shown on the property deed are deceased by placing a "D" under marital status

Any grantor under the age of 18 must have a Guardian sign on their behalf (see below)

INDIVIDUALS SIGNING ON BEHALF OF GRANTORS:

<u>Joe Goodfellow</u> <small>(name)</small>	<u>AIF</u> <small>(type of authority)</small>	<u>James I. McElroy</u> <small>(signing on behalf of)</small>
<hr/> <small>(name)</small>	<hr/> <small>(type of authority)</small>	<hr/> <small>(signing on behalf of)</small>
<hr/> <small>(name)</small>	<hr/> <small>(type of authority)</small>	<hr/> <small>(signing on behalf of)</small>

AIF – Attorney-in-Fact (Power of Attorney)

Guardian

PR – Personal Representative

Trustee

(Please include a copy of document(s) providing authority to sign)

INDIVIDUALS AUTHORIZED TO SIGN FOR CORPORATION OR PARTNERSHIP:

<hr/> <small>(name)</small>	<hr/> <small>(name)</small>
<hr/> <small>(title)</small>	<hr/> <small>(title)</small>

**BWSR CONSERVATION EASEMENT
AGREEMENT INFORMATION FORM**
(continued)

PAYMENT TERMS

1. PAYMENT AMOUNTS:

The total amounts to be indicated on the conservation agreement for the easement and conservation practice payments will match the financial information provided on the application or on the most recently approved Conservation Easement Revision Request Form.

2. EASEMENT PAYMENT INFORMATION:

(please check one)

☐ One Lump Sum Payment

☒ Ten Equal Annual
Installment Payments

January

(month of payment)

Easement Check(s) Payable to:

Name: **Kenneth J. Nelson**

Address: **1463 Apple Lane, #122
Plymouth, MN 55447**

Co-Payee(s) to be Listed on the Check

Name(s):

**Terri P. Stewart
North Star Bank**

Social Security Number: **#466-64-5844**

State Tax I.D. Number:

Federal Tax I.D. Number:

3. CONSERVATION PRACTICE PAYMENT INFORMATION:

Cost-Share Reimbursement Check(s) Payable to:

Name:

"SAME"

Address:

Co-Payee(s) to be Listed on the Check

Name(s):

Kanabec SWCD

Social Security Number:

State Tax I.D. Number:

Federal Tax I.D. Number:

Comments:

**Kanabec SWCD to be co-payee
only for RR-3 practice payment(s)**

Abstract of Title

To the following described Real Estate situated in

THE COUNTY OF KANABEC AND STATE OF MINNESOTA AND DESCRIBED
AS FOLLOWS, TO-WIT:

Lot 3, and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 19, Township 41,
Range 22, Kanabec County, Minnesota.

T = TRACT NUMBER MHT = MULTIPLE TRACT NUMBER HEL = HIGHLY ERODIBLE LAND MW = MINIMAL EFFECT WETLAND (EXEMPT)
 W = WETLAND CW = CONVERTED WETLAND INHEL = NON-HIGHLY ERODIBLE MWC, MWM, MWR = SPECIAL COND. (SEE 1003)
 FW = FARMED WETLAND INA = NON-AGRICULTURAL PC = PRIOR CONVERTED WETLAND NC = NON-DROPLAND PHOTO NO.
 : NON-WETLAND IAW = ARTIFICIAL WETLAND ECW = EXEMPT (COMMENCED) CONVERTED WETLAND

COUNTY

Kanabec

NOT TO BE REPRODUCED | CROP

SCALE | JUNE 1994 | YR.

I-5



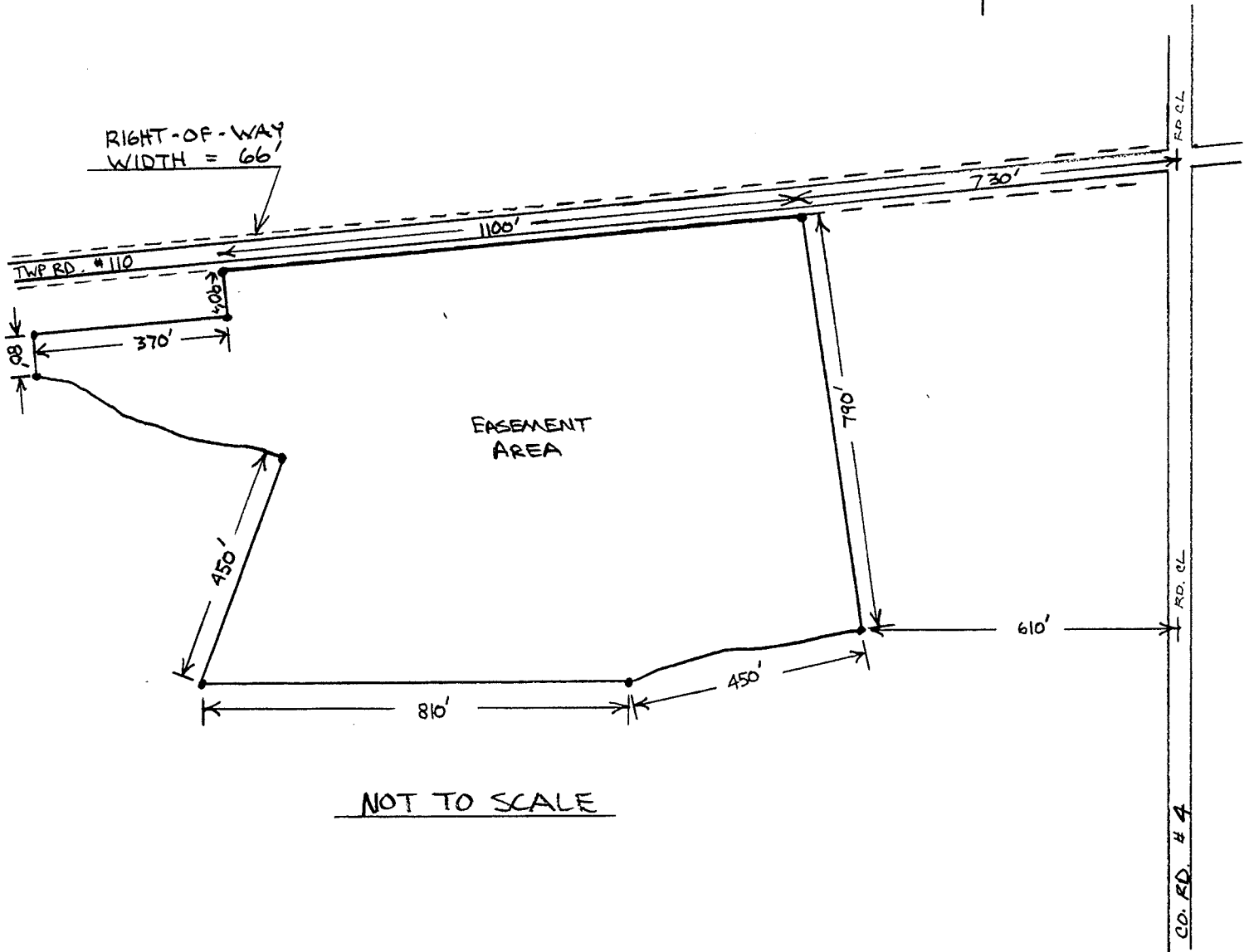
EASEMENT LAYOUT PLAN

33-09-93-03

KEN NELSON

S. 19 T. 41N. R. 22 W.

N



DRAWN BY: DAVE DRAFTER
KANABEC SWCD
8/17/94

August 5, 1994

To the Kanabec County Soil and Water Conservation District:

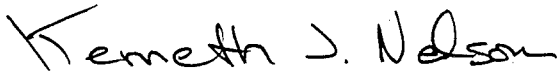
RE: RIM Easement #33-09-93-03

I will remove what is left of the old barn located in the northwest corner of the proposed easement area. I intend to fill in the foundation with earthen materials on-site and level the area off. (The well near the barn was sealed in 1990). I will also remove the junk pile and abandoned car located at this site. I understand that I am liable for all the expenses associated with this clean-up work.

This work will be completed in late October or early November. I understand that the easement cannot be recorded, nor can the state issue any payments to me until these items are taken care of.

I will notify you when the work has been completed.

Sincerely,

A handwritten signature in dark ink, reading "Kenneth J. Nelson". The signature is written in a cursive, slightly slanted style.

Kenneth J. Nelson
1463 Apple Lane, #122
Plymouth, MN 55447

NOTIFICATION TO USDA-ASCS FOR TERMINATION OF CONSERVATION PROGRAM CONTRACT(S)

Local ASCS office: Kanabec	Local SWCD office: Kanabec
Landowner Name: Kenneth J. Nelson	Conservation Easement I.D. Number: 33-09-93-03

I, the undersigned contract/agreement holder for lands enrolled in (select one):

☒ Conservation Reserve Program (CRP) ☐ Federal Water Bank Program (WBP)

herein after referred to as Contract, as administered by the United States Department of Agriculture – Agricultural Stabilization and Conservation Service (USDA-ASCS), do hereby notify the USDA-ASCS that lands contained in the Contract have been accepted for enrollment into a conservation easement program administered by the Minnesota State Board of Water and Soil Resources (BWSR).

By signing this notice, I am requesting termination, in whole or part, of the referenced USDA-ASCS conservation program Contract upon successful enrollment of said lands in a BWSR perpetual conservation easement. I agree that the USDA-ASCS conservation program Contract will be terminated by USDA-ASCS only for those area(s) to be included in the perpetual conservation easement to be recorded and conveyed to the State of Minnesota. Said termination date of the USDA-ASCS Contract will be the date the BWSR perpetual conservation easement is recorded. I also agree that, upon termination of my USDA-ASCS conservation program Contract, the USDA-ASCS will make an adjusted payment for the current contract year and will then no longer be financially obligated to provide me with any additional annual payments.

The description of the area(s) for which I am considering termination of said USDA-ASCS conservation program Contract is:

CRP Contract / WBP Agreement Number(s): 419C		Total (current) Contract Acres: 11.3	Contract Acres to be Terminated: 11.3
County: Kanabec	ASCS Farm I.D. Number: 3689		ASCS Tract & Field Number(s): 10462 1 & 2
Township Name: Pomroy	Section No.: 19	Township No.: 41	Range No.: 22

I acknowledge that by signing this notice and providing it to the USDA-ASCS, that this notice, in and of itself, will not terminate my USDA-ASCS conservation program Contract or obligate the State of Minnesota to acquire said lands with a BWSR conservation easement.

I certify that the information provided above is true and correct to the best of my knowledge.


Landowner Signature

8-17-94
Date

STATUTORY SHORT FORM — POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE DEFINED IN SECTION 523.24. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT ADVICE. THE USE OF ANY OTHER OR DIFFERENT FORM OF POWER OF ATTORNEY DESIRED BY THE PARTIES IS ALSO PERMITTED. THIS POWER OF ATTORNEY MAY BE REVOKED BY YOU IF YOU LATER WISH TO DO SO. THIS POWER OF ATTORNEY AUTHORIZES THE ATTORNEY-IN-FACT TO ACT FOR YOU BUT DOES NOT REQUIRE THAT HE OR SHE DO SO.

Know All Men by These Presents, which are intended to constitute a STATUTORY SHORT FORM POWER OF ATTORNEY pursuant to Minnesota Statutes, Section 523.23:

That I James I. McElroy, AKA James Irwin McElroy, 5337 Girard Ave., No.,
(insert name and address of the principal)

Ogilvie, MN 56358

do hereby appoint Joe Goodfellow, 127 Big Pine Drive, Anywhere, MN
(insert name and address of the attorney-in-fact, or each attorney-in-fact, if more than one is designated)

my attorney~~(s)~~-in-fact to act ~~jointly~~

(NOTE: If more than one attorney-in-fact is designated and the principal wishes each attorney-in-fact alone to be able to exercise the power conferred, delete the word "jointly". Failure to delete the word "jointly" will require the attorneys-in-fact to act unanimously.)

First: in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Section 523.24:

(TO GRANT TO THE ATTORNEY-IN-FACT ANY OF THE FOLLOWING POWERS, MAKE A CHECK OR "X" IN THE LINE IN FRONT OF EACH POWER BEING GRANTED. TO DELETE ANY OF THE FOLLOWING POWERS, DO NOT MAKE A CHECK OR "X" IN THE LINE IN FRONT OF THE POWER. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER BEING DELETED WITH A LINE DRAWN THROUGH IT (OR IN SIMILAR FASHION). FAILURE TO MAKE A CHECK OR "X" IN THE LINE IN FRONT OF THE POWER WILL HAVE THE EFFECT OF DELETING THE POWER UNLESS THE LINE IN FRONT OF THE POWER OF (O) IS CHECKED OR X-ED.)

Check or "X"

- | | |
|---|---|
| <input type="checkbox"/> (A) real property transactions; | <input type="checkbox"/> (I) fiduciary transactions; |
| <input type="checkbox"/> (B) tangible personal property transactions; | <input type="checkbox"/> (J) claims and litigation; |
| <input type="checkbox"/> (C) bond, share, and commodity transactions; | <input type="checkbox"/> (K) family maintenance; |
| <input type="checkbox"/> (D) banking transactions; | <input type="checkbox"/> (L) benefits from military service; |
| <input type="checkbox"/> (E) business operating transactions; | <input type="checkbox"/> (M) records, reports, and statements; |
| <input type="checkbox"/> (F) insurance transactions; | <input type="checkbox"/> (N) all other matters; |
| <input type="checkbox"/> (G) beneficiary transactions; | <input checked="" type="checkbox"/> (O) all of the powers listed in (A) through |
| <input type="checkbox"/> (H) gift transactions; | (N) above. |

Second: (YOU MUST INDICATE BELOW WHETHER OR NOT THIS POWER OF ATTORNEY WILL BE EFFECTIVE IF YOU BECOME INCOMPETENT. MAKE A CHECK OR "X" IN THE LINE IN FRONT OF THE STATEMENT THAT EXPRESSES YOUR INTENT.)

- ☒ This power of attorney shall continue to be effective if I become incompetent. It shall not be affected by my later disability or incompetency.
- ☐ This power of attorney shall not be effective if I become incompetent.

Third: (YOU MUST INDICATE BELOW WHETHER OR NOT THIS POWER OF ATTORNEY AUTHORIZES THE ATTORNEY-IN-FACT TO TRANSFER YOUR PROPERTY DIRECTLY TO HIMSELF OR HERSELF. MAKE A CHECK OR "X" IN THE LINE IN FRONT OF THE STATEMENT THAT EXPRESSES YOUR INTENT.)

- ☒ This power of attorney authorizes the attorney-in-fact to transfer property directly to himself or herself.
- ☐ This power of attorney does not authorize the attorney-in-fact to transfer property directly to himself or herself.

In Witness Whereof I have hereunto signed my name this First day of June, 1993.

James I McElroy
(Signature of Principal James I. McElroy)

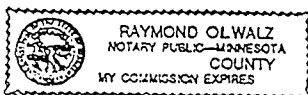
STATE OF MINNESOTA

COUNTY OF _____ } ss.

The foregoing instrument was acknowledged before me this 1st day of JUNE, 1993, by James I. McElroy, AKA James Irwin McElroy

, Principal.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Raymond Olwalz
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Specimen Signature of Attorney~~(s)~~-In-Fact

Joe Goodfellow

Use the following symbols:

As to Topography

L—Level R—Rolling H—Hilly
St—Stony Sw—Swamp

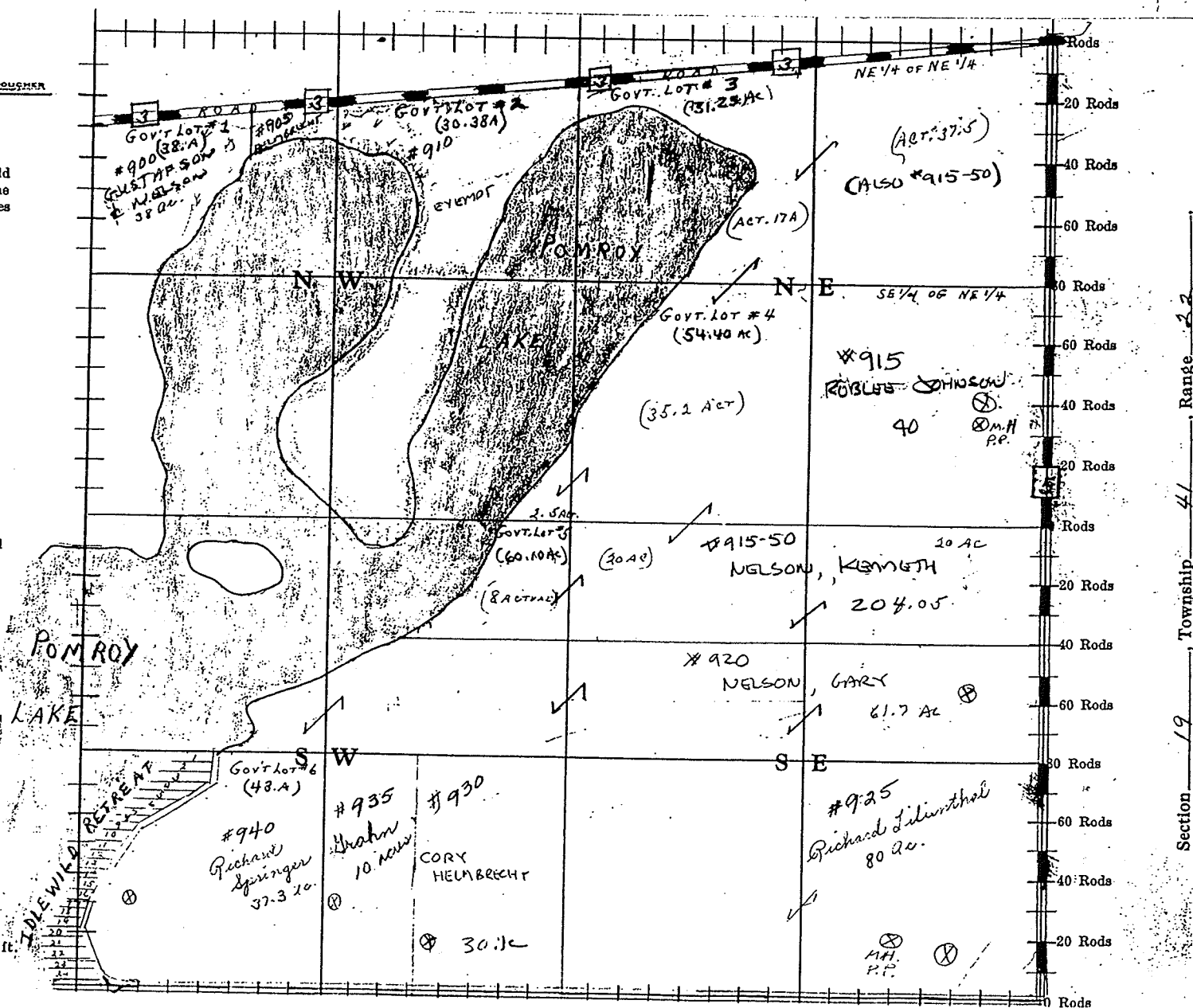
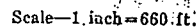
As to Soil

Lo--Loam Cl-Clay Sa-Sandy

As to adaptability to use

TA—Tillable A TB—Tillable B TC—Tillable C
MP—Meadow and Pasture Tr—Timber or Trees
CO—Cut Over W—Waste

Outline heavily each owner's land placing upon it in small letters the owner's name and number of acres.



Section 19, Township 41, Range 22

CONSERVATION PLAN DEVELOPMENT

A. OVERVIEW

- A.1 General Requirements
- A.2 Required Documents
 - Conservation Easement Financial Worksheet (CEFW)*
 - Conservation Plan*
 - Conservation Practice Plan and Plan Map*
- A.3 Practice Areas
- A.4 Conservation Practice Codes and Descriptions
- A.5 Using and Combining Conservation Practices

B. CONSERVATION PLAN DEVELOPMENT PROCEDURES

- B.1 Introduction
- B.2 Developing the Conservation Easement Financial Worksheet (CEFW)
- B.3 Developing the Conservation Practice Plan and Plan Map
- B.4 Finalizing the Conservation Plan package
- B.5 Summary

C. CONSERVATION PLAN - TECHNICAL & FINANCIAL REQUIREMENTS

- C.1 General Conservation Practice Requirements
- C.2 Permanent Vegetative Cover -- To Be Established (RR-1 or RR-2)
- C.3 Permanent Vegetative Cover -- Already Established (RR-9, RR-10, or RR-13)
- C.4 Tree and/or Shrub Planting (RR-3, RR-4, or RR-11)
- C.5 Structural and/or Engineered Conservation Practices (RR-5, RR-6, RR-7, RR-8, or RR-12)
- C.6 Wildlife Food Plots
- C.7 Donated Land
- C.8 Livestock Exclusion
- C.9 Operation and Maintenance

APPENDIX

A) Examples of Forms

- A-1 Conservation Easement Financial Worksheet [form #WR-01065]
- A-2 Conservation Plan [form # WR-01087]
- A-3 Conservation Practice Plan [form # WR-01085]
- A-4 Conservation Plan Map [form # WR-01086]

B) Examples of Completed Conservation Plans

A. OVERVIEW

A.1 GENERAL REQUIREMENTS

Minnesota state law requires that the entire area of a conservation easement be established and maintained as permanent cover, either with vegetation or water. To achieve this condition, a conservation plan must be developed for each conservation easement acquired. The conservation plan consists of several attachments that identify the location, establishment, and maintenance requirements for each of the approved conservation practices required for the duration of the easement. The term "conservation plan" will refer to this entire package.

The landowner is responsible for establishing and maintaining each conservation practice identified in the conservation plan and referenced to in the conservation easement. This obligation transfers to each new owner for the duration of the conservation easement. These activities must be consistent with the standards and specifications described in the ***Practice Specifications*** subsection of the handbook.

The conservation plan is an agreement signed by the landowner(s) and the soil and water conservation district (SWCD). It is referenced in, and made part of, the conservation easement even though the plan, nor any amendment to it, is not recorded on the land title with the conservation easement. The original, signed copy of the conservation plan must be kept on file at the SWCD office. Any future alterations to the established conservation practices will require the development and signing of a new conservation plan and appropriate attachments.

Since the conservation plan is part of the conservation easement, it is enforceable and must be followed. Any willful action not in compliance with the conservation plan will be considered a direct violation of the conservation easement. Violations should be resolved and/or enforced following the violations procedure in the ***Non-Compliance/Violation*** subsection of the ***Implementation Stage*** section of the handbook.

The conservation plan must be developed using the instructions and materials found in this section of the handbook. Specific conservation practice standards and specifications may be obtained from a variety of technical sources. Refer to the ***Practice Specifications*** subsection of the handbook for more information. General planning requirements are given in the National Conservation Planning Manual (USDA-SCS) and Section III of the Field Office Technical Guide ("FOTG"; USDA-SCS).

The conservation plan for the easement area should include the greatest diversity of habitat cover type as practical and possible with cooperation and agreement of the landowner(s). Easement areas should not have only one type of wildlife habitat cover unless there are physically-limiting factors such as size, soils, topography or other similar technical limitations. The SWCD technical representative is strongly encouraged to review the easement site and the surrounding habitat conditions with DNR wildlife staff

to assess the most practical diversity of habitat cover suited to the proposed easement area. Habitat diversity ensures that most of the essential components necessary to establish and sustain wildlife habitat are provided on the easement area.

A.2 REQUIRED DOCUMENTS

The conservation plan must be prepared with enough detail to allow for the proper establishment and maintenance of the conservation practices identified. More specifically, the conservation plan will contain information that will identify:

- a) the conservation practices that will exist on the conservation easement area,
- b) where, how, and when these practices will be applied, and
- c) what operation and management requirements will exist for the easement owner.

To accomplish this, the conservation plan will generally consist of the following forms and attachments (refer to the Appendix A for examples of the forms):

- Conservation Easement Financial Worksheet [#WR-01065]
- Conservation Plan [WR-01087]
- Conservation Practice Plan [WR-01085]
- Conservation Plan Map [WR-01086]
- Planting Plans (establishment of necessary grasses and trees/shrubs)
- Construction Plans (for structures and/or engineered practices)
- Operation and Maintenance Requirements
- Supplementary Information (livestock exclusion plans, etc.)

Conservation Easement Financial Worksheet (CEFW)

The CEFW is developed as part of the easement application package. It is used to calculate the easement payment amount and the eligible BWSR cost-share amount for establishing the identified conservation practices. The CEFW should be included with the conservation plan to provide a detailed financial account of the funds available for practice establishment. For more information regarding easement payment information (part B of the CEFW), refer to the ***Application Stage*** section of the handbook. This section (item B.2) of the handbook contains information regarding development of the conservation practice payment information (part C of the CEFW).

Conservation Plan

The conservation plan form is developed to function as the first page of the conservation plan package. It provides a framework for the remainder of the plan. It makes reference to the conservation easement and reminds the landowner(s) that any non-compliance of the conservation plan will be viewed as a violation of the easement.

It allows for the selection of a "principal" landowner who is responsible for implementing the conservation plan. It also provides a list of attachments that may be included in the plan and it briefly describes the state's cost-sharing process.

Conservation Practice Plan and Plan Map

The conservation practice plan and plan map are developed as part of the agreement package. They are used to identify the size, location and year of establishment for the conservation practices identified. They will be developed from the information provided in the CEFW which is submitted as part of the easement application package. Therefore, consideration must be given to the contents of the conservation practice plan and plan map at the application stage to facilitate development of the CEFW.

A.3 PRACTICE AREAS

Practice areas need to be identified for the entire easement area. Separate practice areas shall be identified for each unique or isolated conservation practice that exists or will be established. Practice areas must be included on the CEFW, as well as on the conservation practice plan and plan map. Therefore, they must be identified before submitting the easement application package. Each practice area identified shall be numbered using the most practical and logical sequence. Refer to the examples in the Appendix B of this section for further clarification of how to define practice areas.

A.4 CONSERVATION PRACTICE CODES AND DESCRIPTIONS

The codes and general descriptions for all allowed conservation practices on an easement area are identified in table 1 of section A. This table should be used as a guide when developing the attachments to the conservation plan. Detailed descriptions of the practice codes are provided in the standard operation and maintenance requirements.

A.5 USING AND COMBINING CONSERVATION PRACTICES (PRIMARY & SUPPORTING)

For each conservation practice area identified for the easement area, a primary conservation practice must be designated. The primary conservation practice is the permanent practice cover expected to exist on the easement in the long-term.

Some practice areas will also require the establishment of a supporting practice. Supporting practices are those that, once established, will control erosion and aid in the establishment of the primary practice. Supporting practices can be established over all or portions of the practice area. Refer to table 1 of section A to determine the eligible amounts of program cost-sharing as well as the allowable combinations of primary and supporting conservation practices.

Table 1
CONSERVATION PRACTICE COST—SHARE
PAYMENT LIMITS

PRIMARY CONSERVATION PRACTICES			SUPPORTING CONSERVATION PRACTICES		
PRACTICE CODE	MAXIMUM \$ AMOUNT ALLOWED PER ACRE		PRACTICE CODE	MAXIMUM \$ AMOUNT ALLOWED PER ACRE	
	PERPETUAL EASEMENTS	LIMITED EASEMENTS		PERPETUAL EASEMENTS	LIMITED EASEMENTS
RR-1	\$100	75% UP TO \$75	RR-5 RR-6 RR-7	\$0 \$0 \$0	\$0 \$0 \$0
RR-2	\$100	75% UP TO \$75	RR-5 RR-6 RR-7	\$0 \$0 \$0	\$0 \$0 \$0
RR-3	\$300	75% UP TO \$200	RR-1 RR-2	\$100 \$100	75% UP TO \$75 75% UP TO \$75
RR-4	\$300	75% UP TO \$200	RR-1 RR-2	\$100 \$100	75% UP TO \$75 75% UP TO \$75
RR-8	\$300	\$0	RR-1 RR-2	\$100 \$100	75% UP TO \$75 75% UP TO \$75
RR-9	\$0	\$0	RR-5 RR-6 RR-7	\$0 \$0 \$0	\$0 \$0 \$0
RR-10	\$0	\$0	RR-5 RR-6 RR-7	\$0 \$0 \$0	\$0 \$0 \$0
RR-11	\$300	75% UP TO \$200	RR-1 RR-2	\$100 \$100	75% UP TO \$75 75% UP TO \$75
RR-12	\$100	\$0	RR-1 RR-2	\$100 \$100	75% UP TO \$75 75% UP TO \$75
RR-13	\$0	\$0	RR-1 RR-2	\$100 \$100	75% UP TO \$75 75% UP TO \$75
RR-FP	\$0	\$0	---	---	---

CONSERVATION PRACTICE CODE DESCRIPTIONS

RR-1 Introduced Grasses and Legumes
RR-2 Native Grasses
RR-3 Tree and/or Shrub Planting
RR-4 Field Windbreak
RR-5 Diversion
RR-6 Erosion Control Structure
RR-7 Grass Waterway

RR-8 Wetland Restoration
RR-9 Vegetative Cover - Grass and/or Legumes - Already Established
RR-10 Vegetative Cover - Trees and/or Shrubs - Already Established
RR-11 Highway Windbreak
RR-12 Shallow Water Area - Creation
RR-13 Shallow Water Area - Existing
RR-FP Wildlife Food Plot

AGREEMENT STAGE:
CONSERVATION PLAN DEVELOPMENT

AUGUST 1994

B. CONSERVATION PLAN PACKAGE DEVELOPMENT PROCEDURES

B.1 INTRODUCTION

The SWCD technical representative works with landowner(s) to identify the locations and types of conservation practices planned for the conservation easement area. Assistance from other agencies and organizations (e.g., SCS, DNR, USFWS, Pheasants Forever, etc.) should be sought, if necessary, when planning and identifying the conservation practices to be established. Also, use information from existing resource conservation plans (farm plans), if applicable.

Record pertinent information as discussed with landowner(s) in the file folder notes and use this information to assist your efforts in developing the conservation plan package.

B.2 DEVELOPING THE CONSERVATION EASEMENT FINANCIAL WORKSHEET (CEFW)

The conservation easement and practice dollars requested at the time of application must be determined as accurately as possible. To assist in making this determination, a Conservation Easement Financial Worksheet (CEFW) must be prepared and submitted with the easement application.

It is suggested that a preliminary conservation plan map be developed on a copy of an ASCS aerial photo to begin the conservation planning process. It will be much easier to locate and measure the size of practice areas from an aerial photo.

The CEFW is developed once the conservation practice types, locations, practice areas and acreages are finalized. The general guidelines listed below should be followed when developing the conservation practice payment calculations (Part C) of the CEFW. The instructions for completing the easement payment calculations (part B) of the CEFW are located in the ***Application Stage*** section of the handbook.

- The information entered on the CEFW may be typed or **legibly** hand written.
- The sum of all **primary** conservation practice acres must equal the total conservation easement area.
- The acres of a **supporting** practice do not necessarily need to equal the acres of the associated **primary** practice.
- For each practice code used, the maximum per acre dollar amount allowed (see **table 1**) for that practice code must be entered in column 4.

- The sum of all amounts in column 5 will be the total eligible amount of easement cost-sharing funds available to establish the conservation practices identified. These amounts must be entered and totaled regardless if BWSR cost-share funds will be used to establish the practice.
- The landowner(s) must be informed of any remaining balances. The SWCD must make sure the landowner(s) understand that this balance is their responsibility. Refer to **section C.1 "Financial Requirements"** for additional information.

Refer to the Appendix of this section for examples of completed CEFWs and how they relate to the conservation plan and map.

B.3 DEVELOPING THE CONSERVATION PRACTICE PLAN AND PLAN MAP

Using information obtained during development of the easement application, the SWCD technical representative will need to develop the conservation practice plan and plan map. These documents should be prepared following these general guidelines:

- The completed conservation practice plan must be clearly organized and typed.
- The conservation practice plan must list the practice areas in consecutive order beginning with practice area 1.
- The total amount of acres entered in the conservation practice plan must equal the total acres of the conservation easement.
- For each practice area identified on the conservation practice plan, an associated **primary** conservation practice is required. **Supporting** conservation practices, if required, should also be identified.
- Enter the year the **primary** and **supporting** conservation practices will be established. If the **primary** conservation practice is an existing practice (RR-9, RR-10, or RR-13), enter the year of the easement application.
- Copies of an unsigned conservation plan, practice plan and map (and CEFW) must be submitted with the conservation easement agreement package for BWSR review.

Refer to the Appendix B of this section for examples of completed conservation plans and maps.

B.4 FINALIZING THE CONSERVATION PLAN PACKAGE

The conservation plan should be provided to the landowner(s) for review at the time the conservation easement is being signed. The delegated principal landowner will be responsible for signing the conservation plan at that time.

In addition to the CEFW, conservation practice plan and plan map, the following additional items need to be developed and reviewed by the landowner(s) before signing the conservation easement and associated conservation plan. These items will be part of the conservation plan given to the landowner upon finalization of the easement. Refer to section A.2 for additional instructions regarding contents of the conservation plan.

a) *Planting Plans*

All RR-1, RR-2, RR-3, RR-4, RR-11, and RR-FP conservation practices must have a written planting plan developed for each practice area.

Practice areas with the same planting requirement may be combined in one planting plan but should be so indicated. It is suggested that planting plans be developed using a copy of an aerial photo for specific planting location reference. The conservation plan map developed for the conservation plan will not likely be detailed enough for this purpose.

b) *Construction Plans*

All RR-5, RR-6, RR-7, RR-8, and RR-12 conservation practices must have a specific construction plan developed for each conservation practice area. When necessary, planting requirements should be included in the construction plan. Multiple practice areas may be included in one construction plan.

c) *Operation and Maintenance (O & M) Requirements*

All conservation practices should have an O & M plan. The standard conservation easement operation and maintenance packet should be reviewed and any additional items should be added where appropriate.

d) *Supplementary Information*

This could include specific descriptions of operation and/or maintenance plans for livestock exclusion, trail use (snowmobiles, horses, walking/jogging, biking; frequency of use, etc.), or any other issues concerning the easement area. Recreational use of the easement area is not regulated by the terms of the easement. However, the easement does not allow wildlife habitat to be altered. Therefore locations of above items, such as trails, should appear on the conservation plan map so they can be monitored for compliance.

All financial information should again be reviewed with the landowner(s) when the conservation easement is signed. This is especially important if the landowner(s) have any financial responsibilities associated with establishing the conservation practices, or if any revisions to the CEFW have been made since the easement application was submitted.

The conservation plan is signed along with the conservation easement. However, the conservation plan, map, or any of its attachments **should not** be recorded with the easement.

A copy of the signed conservation plan along with the corresponding CEFW, conservation practice plan, and conservation plan map should be sent to the BWSR along with the recorded conservation easement and final title insurance policy. Planting plans, operation and maintenance requirements and other supporting information do not need to be submitted. A current "signed and dated" conservation plan with attachments must be kept on file at the SWCD office. A copy of the conservation plan and all attachments should be given to the landowner(s).

B.5 SUMMARY

APPLICATION STAGE: *Complete and submit copy of CEFW with application package.*

AGREEMENT STAGE: *Complete and submit copies of "unsigned" conservation plan, conservation practice plan and plan map with agreement package for review.
Include a copy of the CEFW with these materials.*

EASEMENT SIGNING STAGE: *All attachments to the conservation plan are prepared for landowner review.*

The principal landowner and authorized SWCD representative sign and date conservation plan.

EASEMENT RECORDING STAGE: *Do not record conservation plan or any of its attachments.*

Submit copies of the final "signed" conservation plan, CEFW, conservation practice plan, and plan map to BWSR.

Prepare conservation plan "package" and give to principal landowner for implementation.

C. CONSERVATION PLAN - TECHNICAL & FINANCIAL REQUIREMENTS

C.1 GENERAL CONSERVATION PRACTICE REQUIREMENTS

Technical Requirements:

An SWCD technical representative will be responsible for developing the conservation plan and attachments. They will work with the landowner(s) to select the most appropriate conservation practice(s) for the conservation easement area. The SWCD technical representative may be an SWCD technician, Soil Conservation Service employee or other representative designated by the SWCD who has an appropriate technical approval authority.

The responsibilities of the technical representative include:

- a) Preparation of the conservation plan and attachments;
- b) A technical on-site inspection/review of the proposed conservation easement and corresponding practice area(s) to assess the adequacy of the proposed practices and their compliance with the **Conservation Easement Practice Specifications**; and
- c) Technical certification that the approved practices have been adequately installed.

Financial Requirements:

Activities necessary to successfully establish an approved conservation practice may be eligible for easement cost-share assistance from the BWSR. Cost-sharing for the conservation easement programs is only available up to the maximum payment limits shown in **table 1** in part A of this section. Any actual costs that exceed the total easement cost-share funds allocated are the responsibility of the landowner(s). However, landowners can reduce their contribution to the actual costs by seeking and receiving financial assistance from other contributors (e.g., other state and federal cost-share programs, conservation organizations, etc.). Note: the Agricultural Stabilization and Conservation Service (ASCS) **does not allow ACP cost-sharing on acres accepted to be enrolled, or enrolled, in a conservation easement.**

Refer to the **Practice Specifications** subsection of the handbook for a specific list of cost-sharable and non-cost-sharable activities associated with each conservation practice.

C.2 PERMANENT VEGETATIVE COVER -- TO BE ESTABLISHED:

- RR-1 Introduce Grasses and Legumes**
- RR-2 Native Grasses**

Technical Requirements:

If a planned conservation practice of permanent vegetative cover (RR-1 or RR-2) cannot be immediately established on a practice area or is delayed for a specific management purpose and weed and/or erosion control is necessary, temporary cover must be established on the area.

Refer to the ***Practice Specifications*** section of the handbook for more information on establishing permanent vegetative cover or on establishing temporary cover.

Financial Requirements:

Cost-sharing is available thru BWSR Easement programs to establish permanent vegetative cover as either a **primary** or **supporting** conservation practice. Refer to **table 1** for the maximum payment limits for these practices.

The cost for establishing temporary cover prior to establishing the permanent vegetative cover is an allowed cost-sharable item. However, the costs incurred to establish temporary cover must be included as part of the RR-1 or RR-2 establishment costs; refer to the ***Practice Specifications*** subsection of the handbook for additional information.

C.3 PERMANENT VEGETATIVE COVER -- ALREADY ESTABLISHED:

RR-9 Vegetative Cover - Grass and/or Legumes - Already Established
RR-10 Vegetative Cover - Trees and/or Shrubs - Already Established
RR-13 Wetland - Existing

Technical Requirements:

Primary conservation practices of existing cover (RR-9, RR-10, and RR-13) must be in adequate condition at the time of enrollment. These practices must meet the specific criteria associated with each practice as identified in the ***Practice Specifications*** subsection of the handbook.

The RR-13 practice includes existing wetlands, wildlife ponds, and livestock ponds.

Note: previously restored wetlands being enrolled into a BWSR easement program should be considered as an RR-8 practice, not an RR-13 practice.

The size of the practice area for an existing wetland (RR-13) should be greater than the wetland's water surface area since a wetland's area, when delineated, will normally extend beyond any surface water that may be present. The size of the wetland practice area should be determined using the best resources available (historic/current photos, soil maps, topography, site investigation, etc.) or other acceptable delineation methods.

Refer to the ***Practice Specification*** subsection of the handbook for more information regarding permanent vegetative cover that is already established.

Financial Requirements:

Cost-sharing is not available thru BWSR Easement programs to establish or maintain any of these conservation practices; refer to the ***Practice Specifications*** subsection of the handbook for additional information.

C.4 TREE AND/OR SHRUB PLANTINGS:

- RR-3 Tree and/or Shrub Planting**
- RR-4 Field Windbreak**
- RR-11 Highway Windbreak**

Technical Requirements:

An SWCD technical representative is responsible for developing a tree/shrub planting plan. The area DNR Forester should be consulted as needed for assistance in developing the planting plans. Each planting plan for a RR-3 or RR-11 practice should be reviewed by a DNR Wildlife representative to ensure wildlife benefits are addressed prior to incorporating it into the conservation plan.

If the existing vegetative cover within a planned woody planting is inadequate, permanent vegetative cover shall be established. The permanent vegetative cover must be identified on the CEFW and in the conservation practice plan as a **supporting** RR-1 or RR-2 conservation practice. On non-erosive land, the planting of grasses between tree and/or shrub rows may be delayed to aid in their establishment. The planting of grasses shall be delayed no longer than three years after planting of the trees.

Trees and/or shrubs should not be established within the right-of-way area of any utility. It is advisable to check with the utility owner to determine if any additional right-of-way requirements may exist.

Refer to the ***Practice Specifications*** subsection of the handbook for more information regarding establishing tree and/or shrub plantings.

Financial Requirements:

Cost-sharing is available thru BWSR Easement programs to establish tree and/or shrub plantings as **primary** conservation practices only. Refer to **table 1** for maximum payment limits for these practices.

A **supporting** practice of permanent vegetative cover (RR-1 or RR-2) is a separate, cost-sharable item when associated with a **primary** practice of a tree and/or shrub planting (see **C.2** and **table 1**).

C.5 STRUCTURAL AND/OR ENGINEERED CONSERVATION PRACTICES:

- RR-5 Diversion**
- RR-6 Erosion Control Structure**
- RR-7 Grass Waterway**
- RR-8 Wetland Restoration**
- RR-12 Wetland Creation**

Technical Requirements:

A SWCD technical representative is responsible for designing, or coordinating the design, of the specified structural and/or engineered conservation practice(s). The BWSR Engineering Section must review and approve the design prior to the establishment of the conservation practice or the conveyance of the conservation easement, whichever occurs first. Existing structural and/or engineered conservation practice(s) being enrolled must be reviewed by a SWCD technical representative to determine if the practice complies with the associated practice specifications.

If a **primary** structural and/or engineered conservation practice (RR-8 or RR-12) cannot be immediately established on a conservation practice area and weed and/or erosion control is necessary, the practice area must be established with a temporary or permanent vegetative cover (see **C.2 Technical Requirements**).

The size of the practice area for wetland practices (RR-8 or RR-12) should be greater than the wetland's water surface area since a wetland's area, when delineated, will normally extend beyond any surface water that may be present. The size of the wetland practice area should be determined using the best resources available (historic/current photos, soil maps, topography, site investigation, etc.) or other accepted delineation methods.

Any **supporting** structural and/or engineered conservation practice (RR-5, RR-6, or RR-7) to be established must be associated with an existing or planned **primary** vegetative conservation practice. The associated **primary** conservation practice and its corresponding practice area should be the area that is best protected by the **supporting** practice. The size of the **supporting** structural and/or engineered conservation practice (RR-5, RR-6, or RR-7) should be determined and noted on the CEFW as follows:

RR-5	Diversion	"0.0" acres
RR-6	Erosion Control Structure	"0.0" acres
RR-7	Grassed Waterway	Actual acres within easement area

Refer to the ***Practice Specifications*** subsection of the handbook for more information on establishing structural and/or engineered conservation practices.

Financial Requirements:

Cost-sharing is available thru BWSR Easement programs to establish structural and/or engineered conservation practices (RR-8 and RR-12) as **primary** conservation practices only. Refer to **table 1** for maximum payment limits for these practices.

A **supporting** conservation practice of permanent vegetative cover (RR-1 or RR-2) is a separate, cost-sharable item when associated with a **primary** structural and/or engineered conservation practice (see **C.2** and **table 1**). The cost of establishing the **supporting** conservation practice of permanent vegetative cover could also be included in the total overall cost of the **primary** structural and/or engineered conservation practice.

The cost of establishing temporary cover is only cost-sharable if included in the total overall construction cost of the **primary** structural and/or engineered conservation practice.

Cost-sharing is not available thru BWSR Easement programs to construct **supporting** structural and/or engineered conservation practices (RR-5, RR-6, or RR-7). However, the cost of establishing the associated **primary** vegetative conservation practices is cost-sharable (see **C.2** and **table 1**). Other funding sources should be sought to help finance the establishment of these **supporting** practices (e.g., other state and federal cost-share programs, conservation organizations, etc.).

C.6 WILDLIFE FOOD PLOT:

RR-FP Wildlife Food Plot

Technical Requirements:

Food plots do not need a permanent vegetative cover as long as they are managed and maintained for wildlife. A temporary cover must be established on the practice area if weed and/or erosion control is necessary and the food plot cannot be immediately planted.

If a food plot is discontinued, it must be established to a permanent vegetative cover and the associated establishment costs are the responsibility of the landowner(s).

Refer to the ***Practice Specifications*** subsection of the handbook for more information on establishing wildlife food plots.

Financial Requirements:

Cost-sharing is not available thru BWSR Easement programs to establish food plots or temporary cover on the food plot area.

C.7 UNCOMPENSATED (DONATED) LAND:

Technical Requirements:

Land donated to a conservation easement must have, or be established to, permanent cover. Any allowable combination of the conservation practices identified in **table 1** may be applied on donated lands.

Financial Requirements:

Cost-sharing, up to the maximum limits shown in **table 1**, is available thru BWSR Easement programs for conservation practices established on the donated portion of the easement area.

C.8 LIVESTOCK EXCLUSION:

Technical Requirements:

Any measures needed to exclude livestock from the easement area should be included as a specific additional item "Livestock Exclusion Plan" to the conservation plan package. A description of all necessary measures including planting requirements and/or other supplementary information should be provided.

Financial Requirements:

Cost-sharing is not available thru BWSR Easement programs to establish any fences, gates, or stream crossings to exclude livestock from the easement area. All costs for any necessary measures to exclude livestock are at the expense of the landowner(s). Other funding sources should be sought to help finance the exclusion of livestock (e.g., other state and federal cost-share programs, conservation organizations, etc.).

C.9 OPERATION AND MAINTENANCE:

Technical Requirements:

All activities required or necessary to comply with operation and maintenance requirements of a conservation practice are typically the responsibility of the landowner. The state and/or SWCD will provide technical assistance to the landowner when necessary. These activities include such items controlled burning, noxious weed control, mowing around trees, etc. Reseeding, replanting, and repairing practices that failed for reasons within the landowner(s) control are also considered operation and maintenance activities.

Refer to the ***Practice Specifications*** subsection of the handbook for more information regarding allowable operation and maintenance activities associated with each conservation practice.

Financial Requirements:

Cost-sharing is not available thru BWSR Easement programs for performing operation and maintenance activities. Refer to the ***Conservation Plan Implementation*** subsection of the ***Implementation Stage*** section and the ***Practice Specifications*** subsection of the handbook for additional information regarding availability of cost-sharing for operation and maintenance activities.

APPENDIX A

CONSERVATION EASEMENT FINANCIAL WORKSHEET

A EASEMENT APPLICATION INFORMATION

Name of Applicant:		Easement Application No.:
Basis of Request: <input type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	Easement Type: <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> RIM Reserve <input type="checkbox"/> PWP – <input type="checkbox"/> Metro Non-Ag <input type="checkbox"/> Metro Ag <input type="checkbox"/> Non-Metro </div>	

EASEMENT PAYMENT CALCULATION

RIM RESERVE EASEMENT PAYMENT:

	Payment Rate Per Acre	x	Acres (nearest 1/10)	=	Payment
Land with Crop History	\$	x	ac	=	\$
Land without Crop History	\$	x	ac	=	\$
Donated Acres	\$ 0.00	x	ac	=	\$ 0.00

Total RIM Reserve Easement Acres and Payment

ac \$

PWP EASEMENT PAYMENT:

	Payment Rate Per Acre	x	Acres (nearest 1/10)	=	Payment
Metro Non-Ag					
Wetland	\$	x	ac	=	\$
Adjacent Land	\$	x	ac	=	\$
Donated Acres	\$ 0.00	x	ac	=	\$ 0.00

Metro Ag and Non-Metro All Lands

Wetland with Crop History	\$	x	ac	=	\$
Wetland without Crop History	\$	x	ac	=	\$
Adjacent Land with Crop History	\$	x	ac	=	\$
Adjacent Land without Crop History	\$	x	ac	=	\$
Donated Acres	\$	0.00	x	ac	= \$ 0.00

Total PWP Easement Acres and Payment

ac \$

C CONSERVATION PRACTICE PAYMENT CALCULATIONS

See Back of Form

D SWCD ACKNOWLEDGMENT

I certify that the landowner(s) are aware of, and in agreement with, these financial obligations that are associated with the conservation easement application.

(SWCD Representative)

(Date)

C CONSERVATION PRACTICE PAYMENT CALCULATIONS

Column Calculations		1	2	3 = 1 + 2	4	5 = 3 x 4	6	7 = 6 - 5
PRACTICE AREA(s)	PRACTICE CODE	PRACTICE ACRES (1/10)			MAX PER ACRE \$ AMOUNT ALLOWED	TOTAL \$ AMOUNT ALLOWED	TOTAL ESTIMATED COST	BALANCE Landowner Obligation
		PRIMARY	SUPPORTING	TOTAL				
	RR-1							
	RR-2							
	RR-3		N/A					
	RR-4		N/A					
	RR-5	N/A	0.0		\$0.00	\$0.00		
	RR-6	N/A	0.0		\$0.00	\$0.00		
	RR-7	N/A			\$0.00	\$0.00		
	RR-8		N/A					
	RR-9		N/A		\$0.00	\$0.00		
	RR-10		N/A		\$0.00	\$0.00		
	RR-11		N/A					
	RR-12		N/A					
	RR-13		N/A		\$0.00	\$0.00		
	RR-FP		N/A		\$0.00	\$0.00		

TOTALS

= TOTAL EASEMENT ACRES

= TOTAL COST-SHARE FUNDS REQUESTED

= TOTAL NON-COST-SHARE FUNDS REQUIRED

CONSERVATION PLAN

FOR STATE OF MINNESOTA CONSERVATION EASEMENTS

Conservation Easement I.D. :		County:	
Total Easement Acres:		Easement Duration:	
		<input type="checkbox"/> Perpetual <input type="checkbox"/> Limited (exp. date _____)	
Principal Landowner Name:			
Address:			
City, State, and Zip Code:			

This Conservation Plan is part of the Conservation Easement which is recorded on the land title. Any wilfull action not in compliance with this Conservation Plan is a direct violation of the Conservation Easement which is enforceable by State law.

The Grantors, all successors, assigns, and heirs, as identified in the Conservation Easement and herein collectively referred to as "Landowners", are required to establish and maintain the conservation practices described in this Conservation Plan for the duration of the Conservation Easement. The Landowners shall establish all conservation practices described in this Conservation Plan in accordance with the easement program Conservation Practice Specifications and within the schedule provided in the attached Conservation Practice Plan.

The Landowners shall appoint a "Principal Landowner" to serve as the primary contact for implementing and distributing information pertaining to the conservation practices identified in this Conservation Plan.

The local soil and water conservation district (SWCD) will provide the Principal Landowner with the following supporting information which are considered as "attachments" to this Conservation Plan:

- a) Conservation Practice Plan
- b) Conservation Plan Map
- c) Planting Plans (if necessary)
- d) Construction Plans (if necessary)
- e) Operation and Maintenance Requirements
- f) Supplementary Information (as appropriate):

The State will cost-share for the establishment of these conservation practices up to the payment limits provided in Minnesota Statutes section 103F.515. A State Cost-Share Voucher certifying completion is required from the SWCD before any eligible cost-share payments can be made by the State. The Conservation Easement must be finalized and recorded before any cost-share payment can be made by the State. If the Conservation Easement is not finalized, the State is not obligated for any conservation practice establishment costs incurred.

I hereby agree to and acknowledge my obligations associated with this Conservation Plan

(Principal Landowner)

(Date)

(Authorized SWCD Representative)

(Date)

CONSERVATION PRACTICE PLAN

Conservation Easement I.D.:	Principal Landowner Name:
Prepared By:	Date Prepared:

PRACTICE AREA	SIZE OF AREA (acres)	CONSERVATION PRACTICE TYPE		YEAR (planned/established)	
		PRIMARY	SUPPORTING	PRIMARY	SUPPORTING

= Total Easement Acres

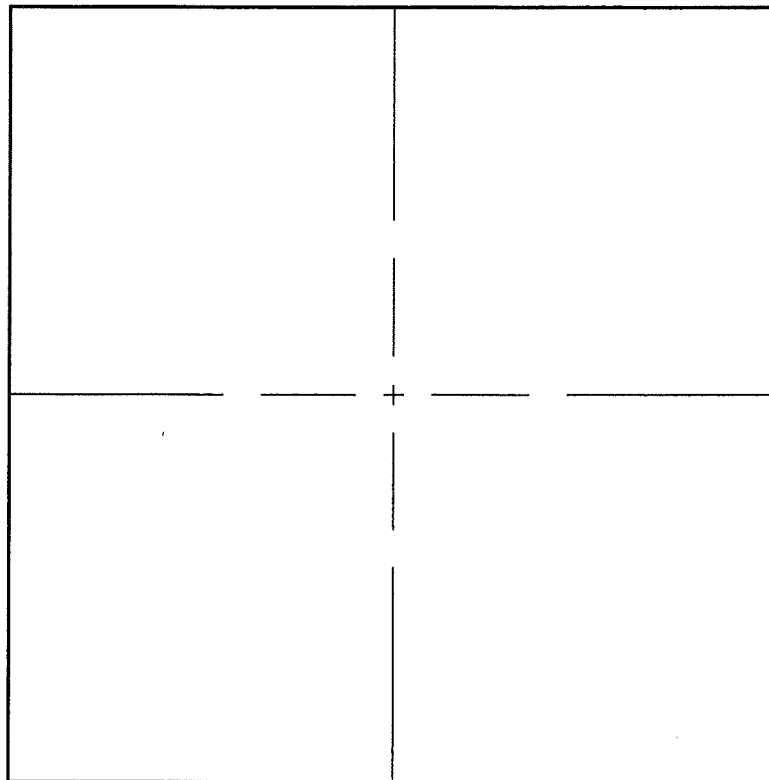
CONSERVATION PRACTICE CODES AND DESCRIPTIONS

RR-1	Introduced Grasses and Legumes	RR-9	Vegetative Cover - Grass and/or Legumes - Already Established
RR-2	Native Grasses	RR-10	Vegetative Cover - Trees and/or Shrubs - Already Established
RR-3	Tree and/or Shrub Planting	RR-11	Highway Windbreak
RR-4	Field Windbreak	RR-12	Wetland Creation
RR-5	Diversion	RR-13	Existing Wetland
RR-6	Erosion Control Structure	RR-FP	Wildlife Food Plot
RR-7	Grass Waterway		
RR-8	Wetland Restoration		

CONSERVATION PLAN MAP

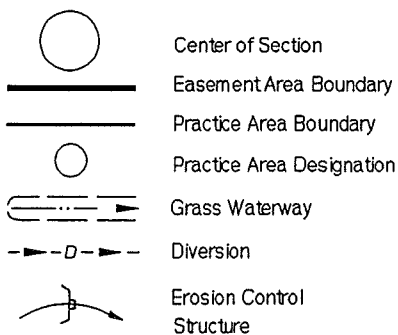
Conservation Easement I.D.:	Principal Landowner Name:
Prepared By:	Date Prepared:

Section(s) _____, T. _____ N., R. _____ W.



Scale: ☐ 4 inches = 1 mile
☐ 8 inches = 1 mile

LEGEND



APPENDIX B

Appendix B

Examples of Completed CEFWs and Conservation Practice Plans and Plan Maps

EXAMPLE 1 RIM Reserve Wetland Restoration

Two of three wetland basins requiring an RR-1 supporting practice. The RR-1 supporting practice will be established one year prior to completing the wetland restoration work. The third wetland basin (practice area #6) had adequate vegetative cover and therefore did not require an RR-1 supporting practice.

An RR-3 and RR-4 practice that both require an RR-1 supporting practice that will be established one year prior to planting the trees.

An RR-5 (diversion) associated with an RR-2 planting.

The estimated cost of establishing several conservation practices (RR-3, RR-4, and RR-8) exceeds the amount of cost-share payments allowed. This examples shows how this "non-cost-sharable" amount is identified on the CEFW.

EXAMPLE 2 RIM Reserve Marginal Land

Three adjacent RR-3 (tree plantings) to be established in consecutive years. No vegetative supporting practice was required for the tree planting.

EXAMPLE 3 Permanent Wetland Preserve (PWP)

Donated acres identified in part B of CEFW.

Five separate wetland basins are identified.

A wildlife food plot is planned for establishment. Note the landowner cost on the CEFW.

EXAMPLE 4 RIM Reserve Wetland Restoration

The easement area is located in two adjacent Sections therefore, the conservation plan map is drawn at scale of 4 inches to the mile.

The drained wetland basin requires an RR-1 supporting conservation practice. The RR-1 supporting practice is planned to be established along with an adjacent RR-1 primary practice. Note that only a portion of the RR-8 wetland practice area requires the establishment of the RR-1 supporting conservation practice. The remaining area of the RR-8 practice already contains adequate vegetative cover (see CEFW).

EXAMPLE 5 RIM Reserve Riparian

Identifies two separate RR-10 practice areas.

An RR-3 planting is planned with an RR-1 supporting conservation practice. The RR-1 supporting conservation practice will be established along with an adjacent RR-1 primary practice one year prior to the planned tree establishment.

The estimated cost of establishing the RR-3 conservation practice exceeds the amount of cost-share payment allowed. This examples shows how this "non-cost-sharable" amount is identified on the CEFW.

CONSERVATION EASEMENT FINANCIAL WORKSHEET

A EASEMENT APPLICATION INFORMATION

Name of Applicant: <div style="text-align: center; font-weight: bold; font-size: 1.2em; margin-top: 10px;">EXAMPLE 1</div>		Easement Application No.:	
Basis of Request: <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> ORIGINAL <div style="margin-left: 100px;"><input type="checkbox"/> AMMENDMENT</div> </div>		Easement Type: <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> RIM Reserve <div style="margin-left: 100px;"> <input type="checkbox"/> PWP – <div style="display: inline-block; vertical-align: top; margin-left: 10px;"> <input type="checkbox"/> <i>Metro Non-Ag</i> <input type="checkbox"/> <i>Metro Ag</i> <input type="checkbox"/> <i>Non-Metro</i> </div> </div> </div>	

EASEMENT PAYMENT CALCULATION

RIM RESERVE EASEMENT PAYMENT:

	Payment Rate Per Acre	x	Acres (nearest 1/10)	=	Payment
Land with Crop History	\$ 706.96	x	20.1 ac	=	\$ 14,209.90
Land without Crop History	\$ 471.33	x	9.7 ac	=	\$ 4,571.90
Donated Acres	\$ 0.00	x	ac	=	\$ 0.00
Total RIM Reserve Easement Acres and Payment			29.8 ac		\$ 18,781.80

PWP EASEMENT PAYMENT:

	Payment Rate Per Acre	x	Acres (nearest 1/10)	=	Payment
Metro Non-Ag					
Wetland	\$ _____	x	_____ ac	=	\$ _____
Adjacent Land	\$ _____	x	_____ ac	=	\$ _____
Donated Acres	\$ 0.00	x	_____ ac	=	\$ 0.00

Metro Ag and Non-Metro All Lands

Wetland with Crop History	\$		x		ac	=	\$	
Wetland without Crop History	\$		x		ac	=	\$	
Adjacent Land with Crop History	\$		x		ac	=	\$	
Adjacent Land without Crop History	\$		x		ac	=	\$	
Donated Acres	\$	0.00	x		ac	=	\$	0.00
Total PWP Easement Acres and Payment						ac	\$	

C CONSERVATION PRACTICE PAYMENT CALCULATIONS

See Back of Form

D SWCD ACKNOWLEDGEMENT

I certify that the landowner(s) are aware of, and in agreement with, these financial obligations that are associated with the conservation easement application.

(SWCD Representative)

(Date)

CONSERVATION PRACTICE PAYMENT CALCULATIONS

<i>Column Calculations</i>		1	2	3 = 1 + 2	4	5 = 3 x 4	6	7 = 6 - 5
PRACTICE AREA(s)	PRACTICE CODE	PRACTICE ACRES (1/10)			MAX PER ACRE \$ AMOUNT ALLOWED	TOTAL \$ AMOUNT ALLOWED	TOTAL ESTIMATED COST	BALANCE Landowner Obligation
		PRIMARY	SUPPORTING	TOTAL				
2, 3, 4, 5	RR-1		7.7	7.7	\$100.00	\$770.00	\$500.00	\$0.00
1	RR-2	15.1		15.1	\$100.00	\$1,510.00	\$1,200.00	\$0.00
2	RR-3	2.9	N/A	2.9	\$300.00	\$870.00	\$1,050.00	\$180.00
3	RR-4	1.1	N/A	1.1	\$300.00	\$330.00	\$350.00	\$20.00
1	RR-5	N/A	0.0	0.0	\$0.00	\$0.00	\$1,400.00	\$1,400.00
	RR-6	N/A	0.0		\$0.00	\$0.00		
	RR-7	N/A			\$0.00	\$0.00		
4, 5, 6	RR-8	10.7	N/A	10.7	\$300.00	\$3,210.00	\$5,000.00	\$1,790.00
	RR-9		N/A		\$0.00	\$0.00		
	RR-10		N/A		\$0.00	\$0.00		
	RR-11		N/A					
	RR-12		N/A					
	RR-13		N/A		\$0.00	\$0.00		
	RR-FP		N/A		\$0.00	\$0.00		

TOTALS

29.8

= TOTAL EASEMENT ACRES

\$6,690.00

= TOTAL COST-SHARE FUNDS REQUESTED

\$3,390.00

= TOTAL NON-COST-SHARE FUNDS REQUIRED

CONSERVATION PRACTICE PLAN

Conservation Easement I.D.: EXAMPLE 1	Principal Landowner Name:
Prepared By:	Date Prepared:

PRACTICE AREA	SIZE OF AREA (acres)	CONSERVATION PRACTICE TYPE		YEAR (planned/established)	
		PRIMARY	SUPPORTING	PRIMARY	SUPPORTING
1	15.1	RR-2	RR-5	1994	1994
2	2.9	RR-3	RR-1	1995	1994
3	1.1	RR-4	RR-1	1995	1994
4	3.2	RR-8	RR-1	1995	1994
5	0.5	RR-8	RR-1	1995	1994
6	7.0	RR-8	----	1995	----

29.8

= Total Easement Acres

CONSERVATION PRACTICE CODES AND DESCRIPTIONS

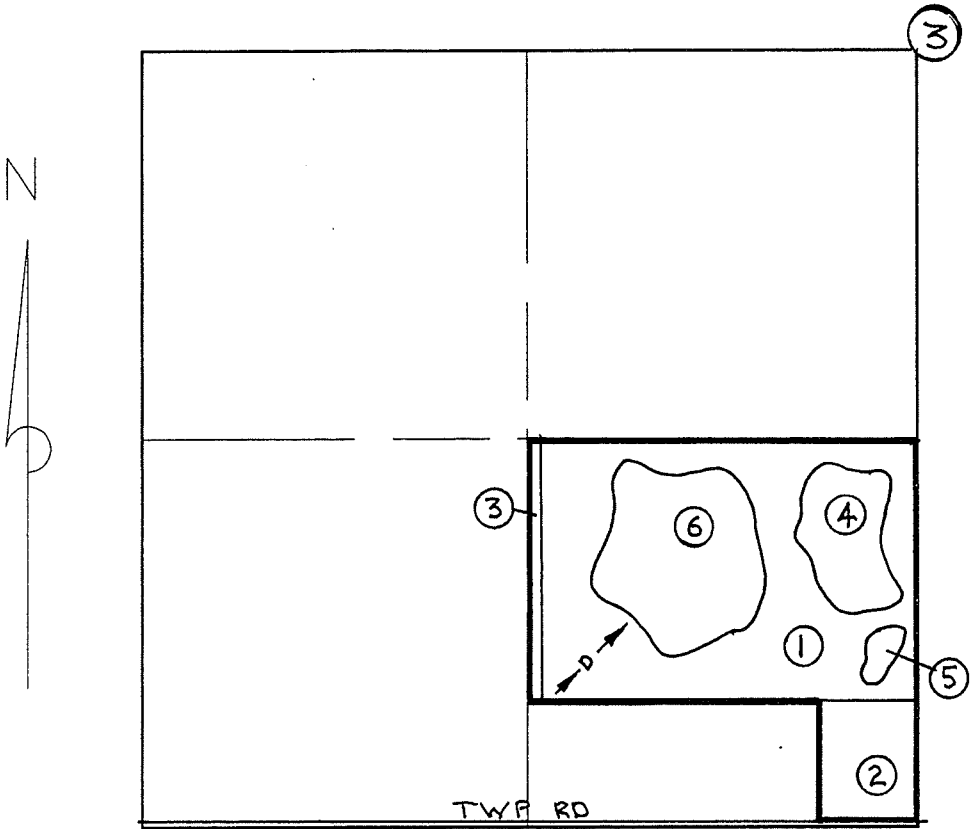
RR-1 Introduced Grasses and Legumes
 RR-2 Native Grasses
 RR-3 Tree and/or Shrub Planting
 RR-4 Field Windbreak
 RR-5 Diversion
 RR-6 Erosion Control Structure
 RR-7 Grass Waterway
 RR-8 Wetland Restoration

RR-9 Vegetative Cover - Grass and/or Legumes
 - Already Established
 RR-10 Vegetative Cover - Trees and/or Shrubs
 - Already Established
 RR-11 Highway Windbreak
 RR-12 Wetland Creation
 RR-13 Existing Wetland
 RR-FP Wildlife Food Plot

CONSERVATION PLAN MAP

Conservation Easement I.D.: <div>EXAMPLE 1</div>	Principal Landowner Name:
Prepared By:	Date Prepared:

Section(s) 3, T. 101 N., R. 36 W.



Scale: ☐ 4 inches = 1 mile
☒ 8 inches = 1 mile

LEGEND

- Center of Section
- Easement Area Boundary
- Practice Area Boundary
- Practice Area Designation
- Grass Waterway
- Diversion
- Erosion Control Structure

CONSERVATION EASEMENT FINANCIAL WORKSHEET

A EASEMENT APPLICATION INFORMATION

Name of Applicant:		Easement Application No.:	
<h1>EXAMPLE 2</h1>			
Basis of Request:		Easement Type:	
<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMMENDMENT		<input checked="" type="checkbox"/> RIM Reserve <input type="checkbox"/> PWP - <input type="checkbox"/> Metro Non-Ag <input type="checkbox"/> Metro Ag <input type="checkbox"/> Non-Metro	

E EASEMENT PAYMENT CALCULATION

RIM RESERVE EASEMENT PAYMENT:

	Payment Rate Per Acre	x	Acres (nearest 1/10)	=	Payment
Land with Crop History	\$ 870.00	x	35.6 ac	=	\$ 30,972.00
Land without Crop History	\$	x	ac	=	\$
Donated Acres	\$ 0.00	x	ac	=	\$ 0.00
Total RIM Reserve Easement Acres and Payment			35.6 ac		\$ 30,972.00

PWP EASEMENT PAYMENT:

	Payment Rate Per Acre	x	Acres (nearest 1/10)	=	Payment
Metro Non—Ag					
Wetland	\$ _____	x	_____ ac	=	\$ _____
Adjacent Land	\$ _____	x	_____ ac	=	\$ _____
Donated Acres	\$ 0.00	x	_____ ac	=	\$ 0.00
Metro Ag and Non—Metro All Lands					
Wetland with Crop History	\$ _____	x	_____ ac	=	\$ _____
Wetland without Crop History	\$ _____	x	_____ ac	=	\$ _____
Adjacent Land with Crop History	\$ _____	x	_____ ac	=	\$ _____
Adjacent Land without Crop History	\$ _____	x	_____ ac	=	\$ _____
Donated Acres	\$ 0.00	x	_____ ac	=	\$ 0.00
Total PWP Easement Acres and Payment			_____ ac		\$ _____

C CONSERVATION PRACTICE PAYMENT CALCULATIONS

See Back of Form

SWCD ACKNOWLEDGEMENT

I certify that the landowner(s) are aware of, and in agreement with, these financial obligations that are associated with the conservation easement application.

(SWCD Representative)

(Date)

C CONSERVATION PRACTICE PAYMENT CALCULATIONS

<i>Column Calculations</i>		1	2	3 = 1 + 2	4	5 = 3 x 4	6	7 = 6 - 5
PRACTICE AREA(s)	PRACTICE CODE	PRACTICE ACRES (1/10)		TOTAL	MAX PER ACRE \$ AMOUNT ALLOWED	TOTAL \$ AMOUNT ALLOWED	TOTAL ESTIMATED COST	BALANCE Landowner Obligation
		PRIMARY	SUPPORTING					
5	RR-1	11.8		11.8	\$100.00	\$1,180.00	\$942.00	\$0.00
	RR-2							
1, 2, 3	RR-3	2.5	N/A	2.5	\$300.00	\$750.00	\$726.00	\$0.00
	RR-4		N/A					
	RR-5	N/A	0.0		\$0.00	\$0.00		
	RR-6	N/A	0.0		\$0.00	\$0.00		
	RR-7	N/A			\$0.00	\$0.00		
	RR-8		N/A					
4	RR-9	21.3	N/A	21.3	\$0.00	\$0.00		
	RR-10		N/A		\$0.00	\$0.00		
	RR-11		N/A					
	RR-12		N/A					
	RR-13		N/A		\$0.00	\$0.00		
	RR-FP		N/A		\$0.00	\$0.00		

TOTALS

35.6
= TOTAL EASEMENT ACRES

\$1,930.00
= TOTAL COST-SHARE
FUNDS REQUESTED

\$0.00
= TOTAL NON-COST-SHARE
FUNDS REQUIRED

CONSERVATION PRACTICE PLAN

Conservation Easement I.D.: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">EXAMPLE 2</div>	Principal Landowner Name:
Prepared By: 	Date Prepared:

PRACTICE AREA	SIZE OF AREA (acres)	CONSERVATION PRACTICE TYPE		YEAR (planned/established)	
		PRIMARY	SUPPORTING	PRIMARY	SUPPORTING
1	1.0	RR-3	----	1994	----
2	0.5	RR-3	----	1995	----
3	1.0	RR-3	----	1996	----
4	21.3	RR-9	----	1994	----
5	11.8	RR-1	----	1994	----

35.6

= Total Easement Acres

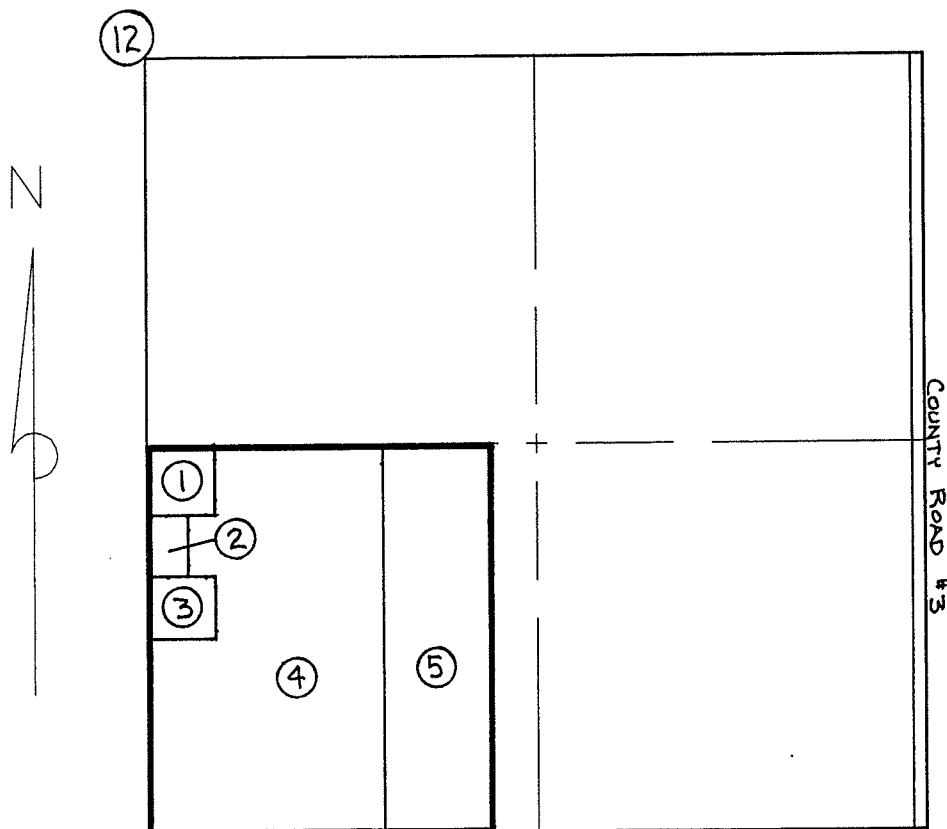
CONSERVATION PRACTICE CODES AND DESCRIPTIONS

RR-1 Introduced Grasses and Legumes
 RR-2 Native Grasses
 RR-3 Tree and/or Shrub Planting
 RR-4 Field Windbreak
 RR-5 Diversion
 RR-6 Erosion Control Structure
 RR-7 Grass Waterway
 RR-8 Wetland Restoration

RR-9 Vegetative Cover - Grass and/or Legumes
 - Already Established
 RR-10 Vegetative Cover - Trees and/or Shrubs
 - Already Established
 RR-11 Highway Windbreak
 RR-12 Wetland Creation
 RR-13 Existing Wetland
 RR-FP Wildlife Food Plot

CONSERVATION PLAN MAP

Conservation Easement I.D.: EXAMPLE 2	Principal Landowner Name:
Prepared By:	Date Prepared:

Section(s) 12, T. 102 N., R. 35 W.

Scale:



4 inches = 1 mile



8 inches = 1 mile

LEGEND



Center of Section



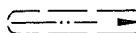
Easement Area Boundary



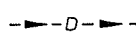
Practice Area Boundary



Practice Area Designation



Grass Waterway



Diversion

Erosion Control
Structure

CONSERVATION EASEMENT FINANCIAL WORKSHEET**A EASEMENT APPLICATION INFORMATION**

Name of Applicant: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">EXAMPLE 3</div>		Easement Application No.:	
Basis of Request: <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMMENDMENT		Easement Type: <input type="checkbox"/> RIM Reserve <input checked="" type="checkbox"/> PWP - <input type="checkbox"/> Metro Non-Ag <input type="checkbox"/> Metro Ag <input checked="" type="checkbox"/> Non-Metro	

B EASEMENT PAYMENT CALCULATION

RIM RESERVE EASEMENT PAYMENT:				
	Payment Rate Per Acre	x	Acres (nearest 1/10)	= Payment
Land with Crop History	\$ _____	x	_____ ac	= \$ _____
Land without Crop History	\$ _____	x	_____ ac	= \$ _____
Donated Acres	\$ 0.00	x	_____ ac	= \$ 0.00
Total RIM Reserve Easement Acres and Payment			_____ ac	\$ _____
PWP EASEMENT PAYMENT:				
	Payment Rate Per Acre	x	Acres (nearest 1/10)	= Payment
Metro Non-Ag				
Wetland	\$ _____	x	_____ ac	= \$ _____
Adjacent Land	\$ _____	x	_____ ac	= \$ _____
Donated Acres	\$ 0.00	x	_____ ac	= \$ 0.00
Metro Ag and Non-Metro All Lands				
Wetland with Crop History	\$ 514.96	x	5.2 ac	= \$ 2,677.79
Wetland without Crop History	\$ 286.09	x	3.8 ac	= \$ 1,087.14
Adjacent Land with Crop History	\$ 514.96	x	22.5 ac	= \$ 11,586.60
Adjacent Land without Crop History	\$ 343.31	x	6.3 ac	= \$ 2,162.85
Donated Acres	\$ 0.00	x	2.2 ac	= \$ 0.00
Total PWP Easement Acres and Payment			40.0 ac	\$ 17,514.38

C CONSERVATION PRACTICE PAYMENT CALCULATIONS

See Back of Form

D SWCD ACKNOWLEDGEMENT

I certify that the landowner(s) are aware of, and in agreement with, these financial obligations that are associated with the conservation easement application.

(SWCD Representative)_____
(Date)

CONSERVATION PRACTICE PAYMENT CALCULATIONS

<i>Column Calculations</i>		1	2	3 = 1 + 2	4	5 = 3 x 4	6	7 = 6 - 5
PRACTICE AREA(s)	PRACTICE CODE	PRACTICE ACRES (1/10)			MAX PER ACRE \$ AMOUNT ALLOWED	TOTAL \$ AMOUNT ALLOWED	TOTAL ESTIMATED COST	BALANCE Landowner Obligation
		PRIMARY	SUPPORTING	TOTAL				
	RR-1							
6, 7	RR-2	17.6		17.6	\$100.00	\$1,760.00	\$1,600.00	\$0.00
	RR-3		N/A					
	RR-4		N/A					
	RR-5	N/A	0.0		\$0.00	\$0.00		
	RR-6	N/A	0.0		\$0.00	\$0.00		
	RR-7	N/A			\$0.00	\$0.00		
	RR-8		N/A					
8	RR-9	11.4	N/A	11.4	\$0.00	\$0.00		
	RR-10		N/A		\$0.00	\$0.00		
	RR-11		N/A					
	RR-12		N/A					
1, 2, 3, 4, 5	RR-13	9.1	N/A	9.1	\$0.00	\$0.00		
9	RR-FP	1.9	N/A	1.9	\$0.00	\$0.00	\$200.00	\$200.00

TOTALS

40

= TOTAL EASEMENT ACRES

\$1,760.00

= TOTAL COST-SHARE FUNDS REQUESTED

\$200.00

= TOTAL NON-COST-SHARE FUNDS REQUIRED

CONSERVATION PRACTICE PLAN

Conservation Easement I.D.:	Principal Landowner Name:
EXAMPLE 3	
Prepared By:	Date Prepared:

PRACTICE AREA	SIZE OF AREA (acres)	CONSERVATION PRACTICE TYPE		YEAR (planned/established)	
		PRIMARY	SUPPORTING	PRIMARY	SUPPORTING
1	1.2	RR-13	----	1994	----
2	0.6	RR-13	----	1994	----
3	1.7	RR-13	----	1994	----
4	3.2	RR-13	----	1994	----
5	2.4	RR-13	----	1994	----
6	12.0	RR-2	----	1994	----
7	5.6	RR-2	----	1994	----
8	11.4	RR-9	----	1994	----
9	1.9	RR-FP	----	1994	----

40.0

= Total Easement Acres

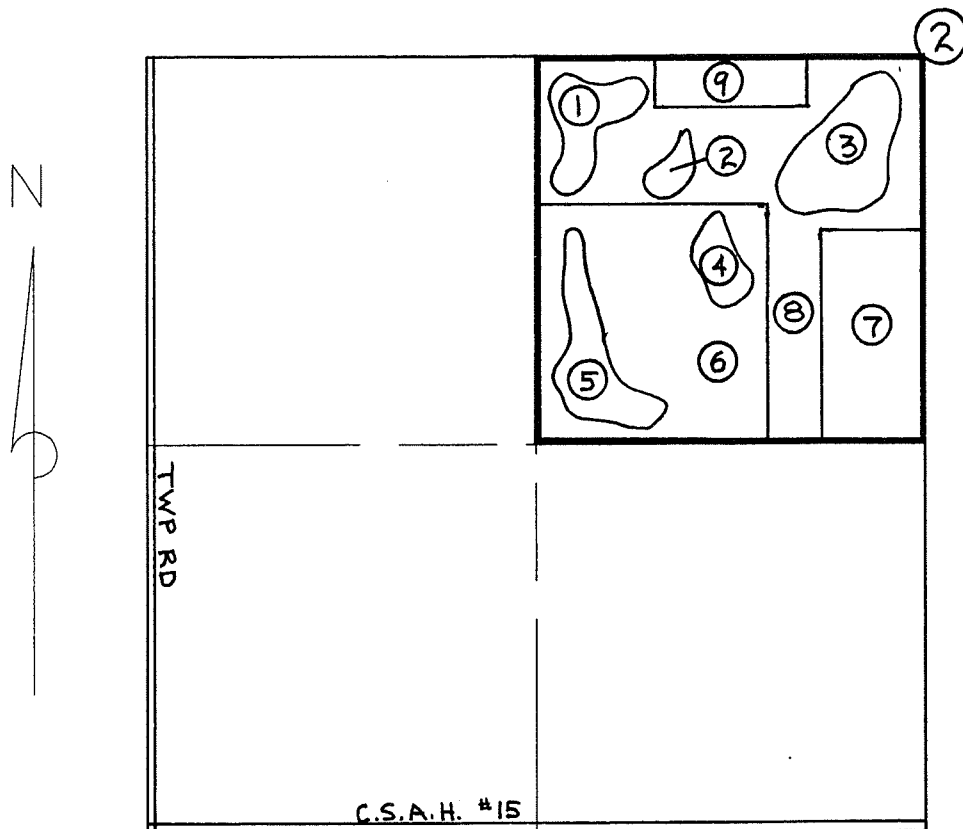
CONSERVATION PRACTICE CODES AND DESCRIPTIONS

RR-1 Introduced Grasses and Legumes
 RR-2 Native Grasses
 RR-3 Tree and/or Shrub Planting
 RR-4 Field Windbreak
 RR-5 Diversion
 RR-6 Erosion Control Structure
 RR-7 Grass Waterway
 RR-8 Wetland Restoration

RR-9 Vegetative Cover - Grass and/or Legumes
 - Already Established
 RR-10 Vegetative Cover - Trees and/or Shrubs
 - Already Established
 RR-11 Highway Windbreak
 RR-12 Wetland Creation
 RR-13 Existing Wetland
 RR-FP Wildlife Food Plot





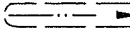
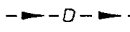

CONSERVATION PLAN MAP

Conservation Easement I.D.: EXAMPLE 3	Principal Landowner Name:
Prepared By:	Date Prepared:

Section(s) 2, T. 112 N., R. 35 W.

Scale: ☐ 4 inches = 1 mile
☒ 8 inches = 1 mile

LEGEND

-  Center of Section
-  Easement Area Boundary
-  Practice Area Boundary
-  Practice Area Designation
-  Grass Waterway
-  Diversion
-  Erosion Control Structure

CONSERVATION EASEMENT FINANCIAL WORKSHEET**A EASEMENT APPLICATION INFORMATION**

Name of Applicant: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">EXAMPLE 4</div>		Easement Application No.:	
Basis of Request: <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMMENDMENT		Easement Type: <input checked="" type="checkbox"/> RIM Reserve <input type="checkbox"/> PWP - <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <input type="checkbox"/> Metro Non-Ag <input type="checkbox"/> Metro Ag <input type="checkbox"/> Non-Metro </div>	

B EASEMENT PAYMENT CALCULATION**RIM RESERVE EASEMENT PAYMENT:**

	Payment Rate Per Acre	x	Acres (nearest 1/10)	=	Payment
Land with Crop History	\$ 911.37	x	54.2 ac	=	\$ 49,396.25
Land without Crop History	\$ 607.61	x	12.0 ac	=	\$ 7,291.32
Donated Acres	\$ 0.00	x	ac	=	\$ 0.00
Total RIM Reserve Easement Acres and Payment			66.2 ac		\$ 56,687.57

PWP EASEMENT PAYMENT:

	Payment Rate Per Acre	x	Acres (nearest 1/10)	=	Payment
Metro Non-Ag					
Wetland	\$	x	ac	=	\$
Adjacent Land	\$	x	ac	=	\$
Donated Acres	\$ 0.00	x	ac	=	\$ 0.00
Metro Ag and Non-Metro All Lands					
Wetland with Crop History	\$	x	ac	=	\$
Wetland without Crop History	\$	x	ac	=	\$
Adjacent Land with Crop History	\$	x	ac	=	\$
Adjacent Land without Crop History	\$	x	ac	=	\$
Donated Acres	\$ 0.00	x	ac	=	\$ 0.00
Total PWP Easement Acres and Payment			ac		\$

C CONSERVATION PRACTICE PAYMENT CALCULATIONS

See Back of Form

D SWCD ACKNOWLEDGEMENT

I certify that the landowner(s) are aware of, and in agreement with, these financial obligations that are associated with the conservation easement application.

(SWCD Representative)_____
(Date)

C CONSERVATION PRACTICE PAYMENT CALCULATIONS

<i>Column Calculations</i>		1	2	3 = 1 + 2	4	5 = 3 x 4	6	7 = 6 - 5
PRACTICE AREA(s)	PRACTICE CODE	PRACTICE ACRES (1/10)			MAX PER ACRE \$ AMOUNT ALLOWED	TOTAL \$ AMOUNT ALLOWED	TOTAL ESTIMATED COST	BALANCE Landowner Obligation
		PRIMARY	SUPPORTING	TOTAL				
1, 2	RR-1	43.7	10.5	54.2	\$100.00	\$5,420.00	\$3,780.00	\$0.00
	RR-2							
	RR-3		N/A					
	RR-4		N/A					
	RR-5	N/A	0.0		\$0.00	\$0.00		
	RR-6	N/A	0.0		\$0.00	\$0.00		
	RR-7	N/A			\$0.00	\$0.00		
2	RR-8	22.5	N/A	22.5	\$300.00	\$6,750.00	\$3,100.00	\$0.00
	RR-9		N/A		\$0.00	\$0.00		
	RR-10		N/A		\$0.00	\$0.00		
	RR-11		N/A					
	RR-12		N/A					
	RR-13		N/A		\$0.00	\$0.00		
	RR-FP		N/A		\$0.00	\$0.00		

TOTALS

66.2
= TOTAL EASEMENT ACRES

\$12,170.00
= TOTAL COST-SHARE FUNDS REQUESTED

\$0.00
= TOTAL NON-COST-SHARE FUNDS REQUIRED

CONSERVATION PRACTICE PLAN

Conservation Easement I.D.: EXAMPLE 4	Principal Landowner Name:
Prepared By:	Date Prepared:

PRACTICE AREA	SIZE OF AREA (acres)	CONSERVATION PRACTICE TYPE		YEAR (planned/established)	
		PRIMARY	SUPPORTING	PRIMARY	SUPPORTING
1	43.7	RR-1	----	1994	----
2	22.5	RR-8	RR-1	1996	1994

66.2

= Total Easement Acres

CONSERVATION PRACTICE CODES AND DESCRIPTIONS

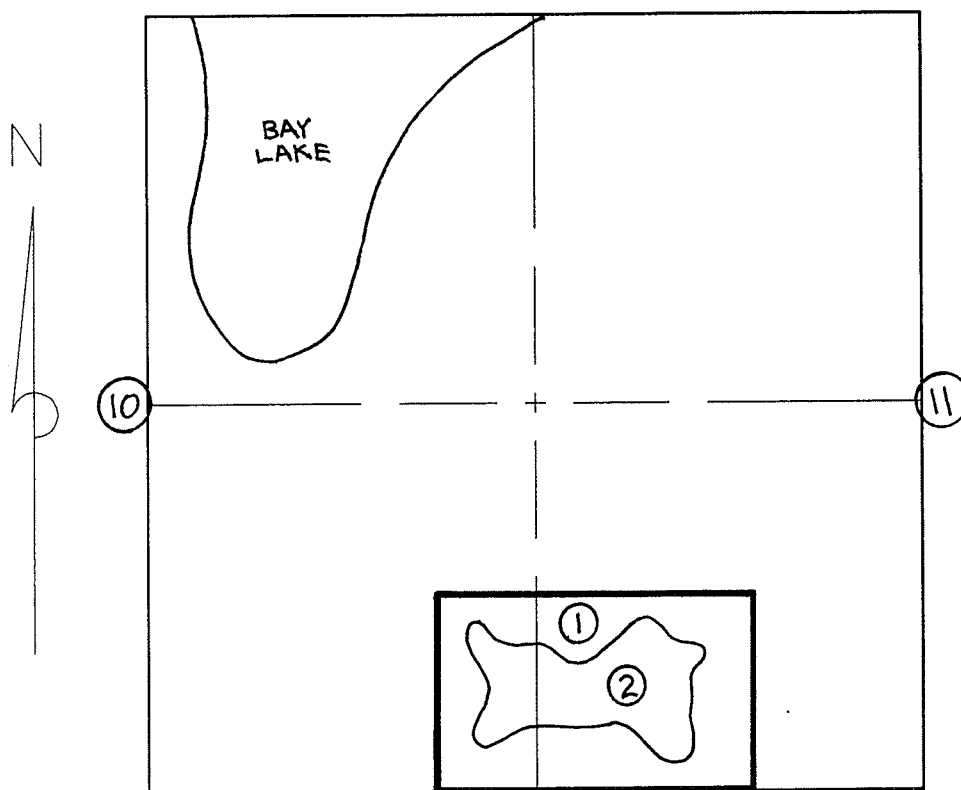
RR-1 Introduced Grasses and Legumes
 RR-2 Native Grasses
 RR-3 Tree and/or Shrub Planting
 RR-4 Field Windbreak
 RR-5 Diversion
 RR-6 Erosion Control Structure
 RR-7 Grass Waterway
 RR-8 Wetland Restoration

RR-9 Vegetative Cover - Grass and/or Legumes
 - Already Established
 RR-10 Vegetative Cover - Trees and/or Shrubs
 - Already Established
 RR-11 Highway Windbreak
 RR-12 Wetland Creation
 RR-13 Existing Wetland
 RR-FP Wildlife Food Plot

CONSERVATION PLAN MAP

Conservation Easement I.D.: EXAMPLE 4	Principal Landowner Name:
Prepared By:	Date Prepared:

Section(s) 10 & 11, T. 109 N., R. 37 W.



Scale:



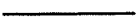

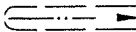
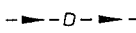
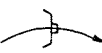


4 inches = 1 mile



8 inches = 1 mile

LEGEND

-  Center of Section
-  Easement Area Boundary
-  Practice Area Boundary
-  Practice Area Designation
-  Grass Waterway
-  Diversion
-  Erosion Control Structure

C CONSERVATION PRACTICE PAYMENT CALCULATIONS

<i>Column Calculations</i>		1	2	3 = 1 + 2	4	5 = 3 x 4	6	7 = 6 - 5
PRACTICE AREA(s)	PRACTICE CODE	PRACTICE ACRES (1/10)			MAX PER ACRE \$ AMOUNT ALLOWED	TOTAL \$ AMOUNT ALLOWED	TOTAL ESTIMATED COST	BALANCE Landowner Obligation
		PRIMARY	SUPPORTING	TOTAL				
3, 4	RR-1	9.5	1.1	10.6	\$100.00	\$1,060.00	\$750.00	\$0.00
	RR-2							
4	RR-3	1.1	N/A	1.1	\$300.00	\$330.00	\$375.00	\$45.00
	RR-4		N/A					
	RR-5	N/A	0.0		\$0.00	\$0.00		
	RR-6	N/A	0.0		\$0.00	\$0.00		
	RR-7	N/A			\$0.00	\$0.00		
	RR-8		N/A					
	RR-9		N/A		\$0.00	\$0.00		
1, 2	RR-10	5.9	N/A	5.9	\$0.00	\$0.00		
	RR-11		N/A					
	RR-12		N/A					
	RR-13		N/A		\$0.00	\$0.00		
	RR-FP		N/A		\$0.00	\$0.00		

TOTALS

16.5

= TOTAL EASEMENT ACRES

\$1,390.00

= TOTAL COST-SHARE
FUNDS REQUESTED

\$45.00

= TOTAL NON-COST-
SHARE FUNDS REQUIRED

CONSERVATION PRACTICE PLAN

Conservation Easement I.D.: EXAMPLE 5	Principal Landowner Name:
Prepared By:	Date Prepared:

PRACTICE AREA	SIZE OF AREA (acres)	CONSERVATION PRACTICE TYPE		YEAR (planned/established)	
		PRIMARY	SUPPORTING	PRIMARY	SUPPORTING
1	3.1	RR-10	----	1994	----
2	2.8	RR-10	----	1994	----
3	9.5	RR-1	----	1994	----
4	1.1	RR-3	RR-1	1995	1994

16.5

= Total Easement Acres

CONSERVATION PRACTICE CODES AND DESCRIPTIONS

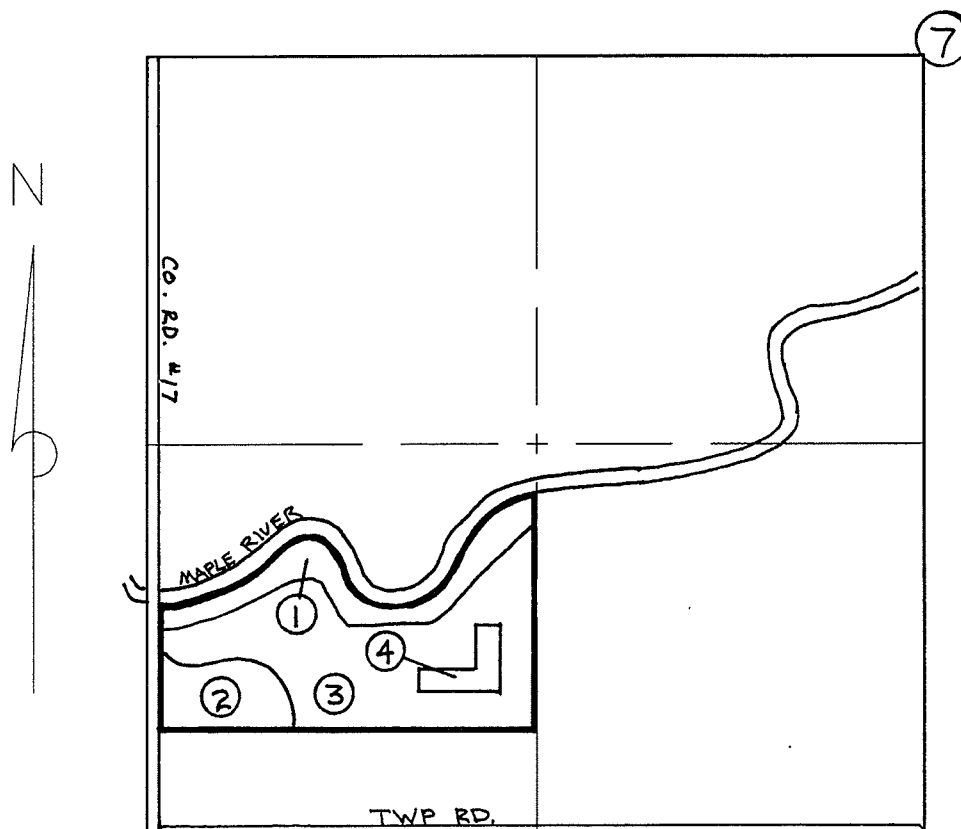
RR-1 Introduced Grasses and Legumes
 RR-2 Native Grasses
 RR-3 Tree and/or Shrub Planting
 RR-4 Field Windbreak
 RR-5 Diversion
 RR-6 Erosion Control Structure
 RR-7 Grass Waterway
 RR-8 Wetland Restoration

RR-9 Vegetative Cover - Grass and/or Legumes
 - Already Established
 RR-10 Vegetative Cover - Trees and/or Shrubs
 - Already Established
 RR-11 Highway Windbreak
 RR-12 Wetland Creation
 RR-13 Existing Wetland
 RR-FP Wildlife Food Plot

CONSERVATION PLAN MAP

Conservation Easement I.D.: EXAMPLE 5	Principal Landowner Name:
Prepared By:	Date Prepared:

Section(s) 7, T. 111 N., R. 42 W.



Scale:



4 inches = 1 mile



8 inches = 1 mile

LEGEND



Center of Section



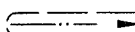
Easement Area Boundary



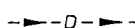
Practice Area Boundary



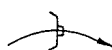
Practice Area Designation



Grass Waterway



Diversion



Erosion Control
Structure

EASEMENT STAGE DEVELOPMENT & EXECUTION

A. CONSERVATION EASEMENT

- A.1 Overview
- A.2 Steps to Developing the Conservation Easement

B. TITLE INSURANCE (TI)

- B.1 Definitions
- B.2 Title Insurance Overview
- B.3 Steps to obtaining Title Insurance
- B.4 Updating the Property Record (Abstract or Torrens Certificate)
- B.5 Ordering Title Insurance
- B.6 Title Insurance Commitment Schedule A
- B.7 Title Insurance Commitment Schedule B
- B.8 Final Title Insurance Policy

C. STATE REIMBURSEMENT FOR TITLE INSURANCE EXPENSES

D. EASEMENT RECORDING AND PAYMENT

- D.1 Signing and Recording
- D.2 IRS Reporting Information
- D.3 Submitting for Payment

APPENDIX

A) Title Insurance Information and Related Forms

- A-1 Title Insurance Request [form #WR-01004]
- A-2 Procedures for Title Insurance for RIM Reserve and PWP Programs
- A-3 Title Insurance Specimen Policy
- A-4 Mortgagee's Consent - Individual(s) Grantor [form #WR-01090]
- A-5 Mortgagee's Consent - Partnership/Corp. Grantor [form #WR-01091]

B) Easement Finalization Forms

- B-1 Invoice for RIM Reserve/PWP Cost Incurred [form #WR-01092]
- B-2 IRS 1099S Payment Information [form #WR-01093]
- B-3 Certification of Termination of Cropping and Grazing [form #WR-01059]

A. CONSERVATION EASEMENT

A.1 OVERVIEW

The conservation easement is the official document that conveys the cropping and grazing rights to the state and requires the landowner(s) to establish and maintain the conservation practices that have been agreed to and identified in the conservation plan. The easement cites BWSR's authority to acquire and enforce the easement, and specifies the obligations of the current and future landowners.

Please familiarize yourself with the language of the easement.

A.2 STEPS TO DEVELOPING THE CONSERVATION EASEMENT

The three required steps to develop and execute the conservation easement are:

- 1) Obtaining title insurance on behalf of the state (see item B.3 of this section)
- 2) Preparing the easement document
- 3) Finalizing the document (landowner signatures and recording)

B. TITLE INSURANCE

B.1 DEFINITIONS

Commonly referred to terms associated with property titles and title insurance are:

"Abstract of Title" is a condensed history or summary of all the transactions affecting a particular tract of land. It is not a title.

"Abstract Property" is property for which the history of all transactions affecting the land are summarized in a cumulative list that forms the abstract of title (see above). Thus, it is possible to trace the chain of title to the abstract property. (Contrast with Torrens property definition below). Most RIM/PWP application involve abstract property.

"Access" is the right to enter (ingress) and leave (egress) the enrolled lands. This includes the right to cross over lands not enrolled in the program to reach the easement area from a public road.

"Chain of Title" is a term applied to the past series of transactions and documents transferring the title to a particular parcel of land.

"Clear Title" is a title not subject to objectionable liens or encumbrances.

"Clouded Title" is an encumbered title.

"Deed" is a document by which the ownership of land is transferred from one owner to another.

"Encumbrance" is a parcel of land subject to a lien or charge such as, but not limited to, a mortgage or delinquent taxes.

"Endorsement" is a written agreement by the title insurance company to remove or change an exception, or other item, from the title insurance commitment or final policy.

"Exceptions" are items listed in the schedule B of the title insurance commitment or the final policy which are identified as being excluded from the policy's coverage.

"Lien" is a creditor's hold, a claim or a charge against the debtor's land held as security for repayment of a debt.

"Marketable Title" is a clear title free from reasonable doubt (see Clear Title).

"Mortgage" is an instrument used to encumber land as security for a debt.

"Title" is the evidence or right which a person has to the ownership and possession of land.

"Title Insurance" is insurance against the loss or damage resulting from defects or failure of title to a particular parcel of real property.

"Title Insurance Commitment" is the title insurance company's agreement to issue a final title insurance policy. It is treated as an initial title report on the property.

"Title Search" is an examination of public records to disclose the current facts regarding ownership of real estate.

"Torrens or Registered Property" is property that the landowner has registered through a judicial proceeding in order to clarify the public records on ownership of the property. A certificate of title is issued to show the current owner and outstanding encumbrances against the property. Most RIM/PWP land is not Torrens or registered property.

B.2. TITLE INSURANCE OVERVIEW

Title insurance is purchased by the state to ensure that the seller of real estate has a marketable title to the property being sold. The company issuing the policy defends and/or compensates the state if any title problem not excepted from coverage arises that affects the state's ability to enforce the terms of the easement. Title insurance is purchased by the state because it:

- supplies the required legal review and examination of the property title;
- identifies any existing liens and other encumbrances on the property;
- verifies that the legally described easement area is owned by the applicant;
- avoids the expensive process of sending bulky, valuable, and fragile property abstracts back and forth in the mail; and
- minimizes attorney general staff review time by identifying the important legal items that need attention.

Once the state is satisfied that the title is (or will be) cleared of objectional encumbrances, a conservation easement will be generated by the state and forwarded to the SWCD for execution.

B.3. STEPS TO OBTAINING TITLE INSURANCE

Steps required to obtain title insurance:

- 1) Updating the abstract
- 2) Ordering title insurance
- 3) Reviewing title insurance commitments
- 4) Resolving problems
- 5) Obtaining final policy

B.4 UPDATING THE PROPERTY RECORD (ABSTRACT OR TORRENS CERTIFICATE)

Ownership of a tract of land is recorded in a document called an abstract, or, less commonly, on a certificate of title if the property is Torrens (registered). These documents list all of the transactions that have occurred involving the legally described tract of land, including the sale or subdivision of the land (abstract property only), as well as the placement of mortgages, liens, judgements or other encumbrances on the land. Updating the abstract or certificate of title makes the state aware of most encumbrances on the land prior to finalizing the easement. Note, however, that the title insurance agent will need to check the most current public records for taxes, judgments and other liens that may have attached to the property since the abstract or certificate of title was issued.

Updating the property record is the responsibility of the seller in the typical real estate transaction. Likewise, the landowner is required to incur the expenses associated with updating the property's abstract (except in the case of flowage easements). The updating process should be initiated after the landowner receives the finalized conservation easement agreement. It is important not to update the abstract too far in advance of requesting title insurance because transactions may be missed, and the agent may require another update before proceeding. The landowner should promptly deliver the updated abstract or certificate of title to the SWCD (or designated title agent). When leaving the abstract with the SWCD, a landowner should be provided with acknowledgment that the document was received (i.e., make a copy of the abstract face, write the date it was received and sign it as the SWCD representative).

B.5 ORDERING TITLE INSURANCE DOCUMENTS

The SWCD will need to complete a **Title Insurance Request Form - WR-01004** and deliver it, along with the updated abstract, to the title agent. (An example of the form can be found in the appendix of this section.) Information required to complete the form includes:

- the correct amount of title insurance which is the total of the conservation easement payment plus the conservation plan payment as shown on the conservation easement agreement;
- the correctly spelled name(s) of the easement applicant(s) as shown on the conservation agreement form; and
- the legal description from the conservation easement agreement.

Please make sure that the title company you are working with has a copy of the **Procedures for Title Insurance for State of Minnesota RIM and PWP Program** (see appendix A.2) and a copy of **Form for RIM and PWP Programs, Specimen Policy** (see appendix A.3). The title insurance agent will first prepare a commitment to insure the title. This will be treated as a report on the condition of the title and will be reviewed by the SWCD, BWSR and attorney general's office representative. Once the commitment has been reviewed and is acceptable to the state, a final title policy will be requested in conjunction with the recording of the conservation easement.

B.6 TITLE INSURANCE COMMITMENT - SCHEDULE A

The Schedule A is part of the commitment for the title insurance document that conveys the general information of the policy, such as the policy type, effective date, insured party, property title and description.

The district's review of Schedule "A" should focus on identifying problems prior to submitting the commitment to the BWSR for review:

Fee title holder(s): If the landowner's names (fee owner) of the property are listed differently from what is shown on the signed conservation easement agreement form, call the BWSR realty staff for assistance to correct the problem.

Name of insured and interest to be insured: The name of the insured party shown on the commitment must be stated as **THE STATE OF MINNESOTA, BOARD OF WATER AND SOIL RESOURCES**. The interest to be insured must be identified as a **CONSERVATION EASEMENT**. This is often incorrect because agents are used to writing policies for home buyers. If either of these items are not correct the SWCD should immediately ask the agent to make an endorsement to the commitment showing the correction before it is submitted to BWSR to avoid processing delays.

Amount of title insurance coverage: The correct amount of title insurance coverage must be the **sum** of the easement and the conservation plan payment amounts. Be sure to indicate the correct amount when requesting title insurance (should be the same as the amounts shown on conservation easement agreement form).

Legal description: It is preferred that the legal description shown on the commitment match the legal description on the conservation easement agreement to avoid exceptions unrelated to the easement area from appearing on the commitment. At the very least, the commitment legal description must include all of the easement area.

B.7 TITLE INSURANCE COMMITMENT - SCHEDULE B

The title agent's examination of the updated abstract and other pertinent records determines the items that are too great a risk for the company to insure. Items that will not be covered by the insurance policy will be listed as an exception (*see definitions - B.1*) in Schedule B of the commitment.

The title insurance commitment Schedule B can be modified by doing the work necessary to convince the title insurance company that the exception is no longer a problem. When a title company is satisfied that an exception is no longer a problem (i.e., a utility company has released the area from their blanket easement) they issue an endorsement (*see definitions - B.1*). BWSR realty staff will work with the SWCD and the landowner to obtain all necessary endorsements to pertinent exceptions.

There are many types of exceptions that can be listed on the Schedule B. Not all exceptions will preclude the state from acquiring the conservation easement. However, any exception that adversely affects the conservation easement, or will be adversely affected by the easement, must be taken care of. If an objectionable exception cannot be taken care of the BWSR may not be legally able complete the easement acquisition.

Various methods can be employed to address Schedule B problems:

- Obtain a release whereby the other party relinquishes its interest in the land covered by the conservation easement.
- Obtain a consent whereby the other party agrees that its interest will be subordinate to the conservation easement.
- The BWSR and other party with an interest in the land enter into "non-disturbance" agreement whereby both parties agree not to adversely affect the other party's interest in the land.
- Exclude the acreage where the problem exists from the conservation easement legal description or hatch out the area on the Exhibit A.
- Do not take the easement because the risk is too high that the easement area will be adversely affected.

Below is a list of exceptions frequently listed on the commitment, along with general guidelines on how to handle the exception. If an exception appears that is not listed below please contact the BWSR realty staff for instructions on how to address it.

Financial Encumbrances: Mortgages, Assignments, etc:

Prior to developing the agreement, the SWCD or landowner should have contacted any lending institutions with a mortgage on the property (*see Agreement Stage, Conservation Easement Agreement subsection*). Upon receiving the commitment the SWCD should check the Schedule B exceptions and make sure that each mortgage loan listed as an exception has a consent or subordination from the lender that made the loan. The BWSR has drafted a Mortgagee's Consent for a Conservation Easement form to use if the lender chooses. Form WR-01090

Financial Encumbrances: Mortgages, Assignments, etc.: cont. should be used when the grantors are individuals (see example in appendix A-4), or form WR-01091 (example in appendix A-5) when the grantor is a partnership or corporation. Some lenders may choose to use consents or subordinations that they have drafted.

If the lender has provided a consent contingent upon their name being listed as a copayee on the easement check, and they were not listed as such on the agreement, please include a memo attached to the consent indicating that the BWSR must include their name on the easement check. It is extremely important that the terms of the consent are met (i.e., lenders names on the check) because the consent or subordination places the conservation easement above the mortgage in priority, so if the mortgage is foreclosed the easement will not be affected.

The central office cannot proceed with developing the easement if a consent is missing. Consents will need to be recorded with the easement so retain the original for recording and send only copies to the central office.

A Schedule B exception for a contract for deed does not require a consent. Instead, all parties to the contract for deed must sign the easement as grantors. If the contract for deed was listed as a Schedule B exception it will have to be removed from the title insurance commitment (e.g., obtain endorsement) before the easement process can continue.

Mineral Rights: Mineral rights are part of the total ownership of a piece of property. If the mineral rights have been severed from the surface rights (i.e., the mineral rights belong to someone other than the "landowner"), then the mineral rights holder may be able to destroy the surface of the land without compensating the landowner. The only mineral rights reservations that are never a problem are those owned by the State of Minnesota.

If the SWCD finds an exception for mineral rights in the commitment, be sure a copy of the documents severing the mineral rights is included when it is submitted to the BWSR. The realty staff will work with the SWCD to remove this type of exception from the commitment.

Wells and Environmental Problems: State law requires that BWSR make a diligent effort to be sure that no environmental problems exist at the time of the easement is finalized. Environmental problems that could be listed as an exception are:

- an agreement by one landowner to supply water to another landowner
- an abandoned well or observation well
- an old dump or closed landfill on or adjacent to the easement area

Environmental exceptions require that a copy of the documents referred to in the commitment be submitted to BWSR for review along with the commitment.

Environmental problems identified in the ***Application Stage***, and the agreed to action to resolve the problem developed between the landowner and the district in the ***Agreement Stage, Conservation Easement Agreement subsection***, require that the SWCD verify that the problem(s) have been satisfactorily resolved. A brief explanation of the problem and the resolution actions taken, along with a statement indicating that the SWCDs feels the problem has been resolved, must accompany the title commitment. **The easement cannot be recorded** until these problems are adequately resolved.

Property Taxes and Assessments: State law requires that all taxes be paid on the property to be acquired for a conservation easement. If the commitment shows an exception for delinquent taxes the exception will have to be removed. In most cases, removal of the exception will require documentation from the county auditor's office showing that the delinquent taxes have been paid. This also applies to special assessment **unless** they are assessed over a number of years (e.g. 15 years) and each installment has been paid (i.e., nothing delinquent). If the commitment exception shows the remaining balance of delinquent taxes or special assessments, no additional information needs to be sent to the BWSR with the title commitment. BWSR staff will work with SWCDs to resolve these exceptions.

Other Conservation Easements: There are other types of conservation easements, such as an U.S. Fish and Wildlife waterfowl area management easement, which may duplicate, or be in conflict with, all or part of BWSR's easement. The terms of the other conservation easement will have to be reviewed to assure that they do not substantially duplicate the terms of the state's conservation easement. The SWCD should obtain a copy of the other conservation easement document and send it to BWSR for review with the title commitment.

Right-of-Way Easements (roads, railroads, ditches, protected waters, etc.):

All rights of way for roads, railroads, ditches etc. must be excluded from the conservation easement area by hatching them out on the Exhibit A, or excepting them from the written legal description of the conservation easement. The SWCD should verify that all roads listed as exceptions are identified on the aerial photo or on an Exhibit A copy submitted with the Agreement Package. The BWSR office will contact you if additional information is necessary for these exceptions.

Electric or Telephone Easements: All utility easements are a potential concern since typically they are blanket easements that cover an entire quarter section and do not confine the actual installed utility line to a specific location. Thus, it is necessary to determine where the actual utility line is located in relationship to the conservation easement.

For each utility easement shown as an exception in the commitment, the SWCD should determine the physical location of the utility line and show it on an aerial photo or Exhibit A copy. The BWSR office will contact the SWCD if additional information is needed to determine whether the conservation easement will conflict with a utility easement that passes over or through the easement area. An example of a conflict would be if the conservation plan identified a tree planting that would likely interfere with electric lines. To resolve this problem, BWSR would request the SWCD modify the conservation plan and possibly even the easement to assure that trees would not be planted in that location.

Pipeline Easements: All pipeline easements are potential problems on a conservation easement. Since pipeline easements are typically blanket easements that cover an entire quarter section, the SWCD will have to find out if the pipeline has been installed, and if so, indicate the location of the pipeline on the aerial photo or on an Exhibit A copy (hopefully this was done during the application stage). The SWCD must also send a copy of the pipeline easement to the BWSR office with the title insurance commitment.

A release from the pipeline easement will be sought to minimize the potential conflicts between it and the conservation easement. The process for acquiring a release will differ in each situation, and may require the SWCD to supply additional information. For wetland restoration easements, more work may be required of the SWCD in order to minimize the potential conflicts between the two easements. Any additional information needed will be requested by the BWSR office, which may decide that an agreement is necessary between the state and the pipeline company to protect both easements.

Drainage Agreements/Easements: Any exception listed on the commitment relating to drainage agreements/easements must have the referenced documents submitted to BWSR for review. The SWCD will have to identify the location of the drainage areas or tile lines referred to in the exception on a copy of an Exhibit A map or preferably on an aerial photo. If the conservation easement includes a wetland restoration or is a PWP, this type of exception will have to be reviewed even more carefully to be sure the wetland does not affect the drainage agreement and vice versa.

The SWCD will need to make the landowner(s) aware of their responsibility for the perpetual maintenance of the easement area. If a tile or drainage system in the easement area needs repair, any resulting damage to the vegetation on the conservation easement is the landowner's responsibility to repair to comply with the terms of the conservation easement. If additional information is necessary the BWSR office will request it from the SWCD.

B.8 FINAL TITLE INSURANCE POLICY

When all changes and/or endorsements necessary to provide the state with a good title have been made to the title insurance commitment, the conservation easement can be signed and then recorded. After the recorded easement documents are returned to the SWCD by the recorder's office, the title insurance agent will check the public records and list any taxes, judgments or other encumbrances on Schedule B that have attached to the property since the date of the commitment. The title agent will then prepare the final title insurance policy. When the recorded easement and final policy are received at the BWSR they are reviewed to be sure that the new exceptions, if any, are not a problem. If there are no new problems, and all of the endorsements and changes agreed to have been made, the Final Title Insurance Policy is approved and the landowner is paid upon receipt of the **Termination of Cropping and Grazing** form (see item D.3 of this section).

C. STATE REIMBURSEMENT FOR TITLE INSURANCE EXPENSES

The state will reimburse the SWCD for expenses incurred relating to the purchase of the title insurance policy. The state will not reimburse landowners for the expense of updating their abstract or torrens certificate except when associated with a flowage easement. An Easement Reimbursable Expenses Invoice WR-01092 may be periodically submitted to the BWSR for reimbursement payment (see appendix B-1 for an example).

When completing the invoice please keep in mind the following:

- 1) Attach copies of all receipts indicating the expenses that have been paid.
- 2) Indicate the easement ID # and the landowner name for that easement.
- 3) Sign and date the request (invoice) in the lower left corner.

Once a year SWCDs will be notified to submit all expenses incurred in the previous fiscal year that have not already been submitted for reimbursement. Expenses paid, but not submitted to BWSR by that deadline, will not be reimbursed.

*(For more information on SWCD reimbursable expenses refer to the **Processing Framework section** of the handbook.)*

D. EASEMENT RECORDING AND PAYMENT

The final conservation easement document will be produced by the BWSR upon satisfactory resolution of problems identified on the title insurance commitment.

D.1 SIGNING AND RECORDING

The SWCD should review the conservation easement document upon receipt from the BWSR. Check to make sure names are spelled correctly, the correct marital status is listed, the easement payment is correct and the legal description and Exhibit A are consistent with what the landowner has agreed to.

It is very important to review the terms and conditions of the easement with the grantors. Make sure they understand these terms.

In addition, review the conservation plan, practice plan, plan map and other pertinent documents relating to the installation/establishment and maintenance of conservation practices with the landowners. Have the principal landowner sign the conservation plan. Make sure the landowners are aware of the dollar amounts available to cost-share the establishment of the practices, particularly if the amount has changed from what was identified on the conservation easement agreement.

The SWCD must not record an easement if environmental problems, abandoned wells or structures on the easement area have not been adequately resolved by the landowner.

D.2 IRS REPORTING INFORMATION

The conveyance of a perpetual conservation easement is considered to be a real estate transaction by the IRS and may be subject to capital gains tax. Make sure that all of the grantors are aware that the full amount of the easement payment will be reported to the IRS corresponding to the year the payment is made. Where an easement has multiple grantors, an IRS Payment Distribution form WR-01093 must be filled out indicating how much (including zero) of the total easement payment will be paid to each individual (married couple are considered the same as individuals). Failure to fill out and submit the payment distribution form will result in each landowner receiving a 1099S Income Earned form for the entire easement payment. Please submit the distribution forms to the BWSR with the recorded easement.

D.3 SUBMITTING FOR PAYMENT

In order for the state to make the easement payment all of the following documents must be submitted to the BWSR:

- Recorded easement showing the recording information
- Final title insurance policy
- Final signed conservation plan (only page one, unless the practice plan and plan map have been amended since the one submitted at the agreement stage.
- IRS 1099S Payment Information form (for multiple grantors only)
- Cropping and Grazing Certification of Termination [WR-01059]

Landowners are allowed to crop or graze the easement for a specific period of time after the easement has been recorded. The conservation easement agreement provides this opportunity under the item "interim uses". If a landowner chooses to take advantage of the cropping and grazing option, upon recording the easement the SWCD can submit all completed documents, with the exception of the Cropping or Grazing Termination form. However, ***please*** include a note that the landowner is still cropping or grazing the area and the certification of termination will be forwarded when it is completed so the BWSR is assured the landowner is not expecting a check. The SWCD can delay submitting all the forms until the landowner certifies that cropping and grazing has been terminated but make sure the landowner understands that the easement payment cannot be made until the Cropping and Grazing Termination form is signed by the landowner, certified by the SWCD and received by the BWSR.

SWCDs need to work closely with the landowners early in the acquisition process to determine if the anticipated recording date will allow the cropping or grazing of the easement area. Contact the BWSR realty staff if assistance in estimating the recording date is needed. The decision to graze is not as important as whether or not to crop. With grazing, the livestock can be removed in relatively short-order upon recording of the easement. However, with cropping the decision is somewhat different. A landowner who decides to crop an area will not be paid until the crop is harvested and that can result in a lengthy delay of the easement payment.

APPENDIX A

Easement I.D. _____

Date Requested _____

Date Needed _____

TITLE INSURANCE REQUEST

1. Requested by: _____ Soil and Water Conservation District

Address: _____

Telephone No: _____

2. Landowner Name: _____

Full Address: _____

Telephone No: _____

3. Policy amount: \$ _____ (Easement amount plus conservation plan amount)

4. Legal Description of Property: (attach copy of necessary)

5. Loan No. (if mortgaged): _____

6. Occupant: (if not owner)

- Insured: State of Minnesota, Board of Water and Soil Resources, 155 South Wabasha, Suite 104, St. Paul, MN 55107
- Bill to the Soil and Water Conservation District listed above. (See number 1.)

**PROCEDURES FOR TITLE INSURANCE FOR
STATE OF MINNESOTA
RIM AND PWP PROGRAMS**

I. GENERAL MATTERS.

A. Contact person(s)

- 1) The title insurance company will designate one/two contact persons who will have overall responsibility for working with the Minnesota Board of Water and Soil Resources ("BWSR") and the Attorney General's Office in resolving and correcting problems in the issuance of commitments and policies insuring Reinvest in Minnesota ("RIM") and the Permanent Wetland Preserves ("PWP") easements throughout the entire state. For purposes of title insurance, the RIM and PWP easements are substantially similar and will be collectively referred to herein as "Conservation Easements."
- 2) These persons shall:
 - a) be located in the Twin Cities.
 - b) have authority to authorize the company's agents to delete exceptions, issue marked up commitments, provide necessary coverage and issue policies acceptable to the State of Minnesota without the necessity of obtaining prior approval from others within the company.
 - c) be responsible for handling all of the State's inquiries regarding commitments and policies, working with their agents to solve title problems and seeing that commitments and policies are issued on a timely basis, in the form which the State and the company agree upon, and that the content of the policies is acceptable to the State.
- 3) The BWSR staff in St. Paul will deal primarily with the contact person(s) and not agents. The Soil and Water Conservation District ("SWCD") staff will deal primarily with the local agent.
- 4) The Attorney General will deal primarily with legal counsel for the company and the contact person(s).

B. Price and billing.

1) Price.

- a) State to get re-issue rates where appropriate.
- b) State costs to consist of:
 - i) premium as agreed upon by Company and State.
 - ii) reasonable service charges by the title agent.
 - iii) cost of continuing title evidence from date of commitment to policy date only. Cost not to include continuing abstract in final typewritten form but will include a non-abstractor title agent's costs for written certifications of title between the date of the commitment and the time the insured easement is recorded.
 - iv) costs, if any, advanced for filing fees, recording service charges, mailing, etc. (misc. charges).
 - v) examination charges, if any.
 - vi) costs of providing half section maps and copies (non-certified) of schedule B exceptions.
- c) Easement grantor to pay for:
 - i) creation of title evidence if there is none or initial continuation of existing title evidence.
 - ii) all costs associated with title clearance, including interim continuation, if any.
- d) Neither company nor agents will incur any other expenses on behalf of State without its prior approval.

2) Billing.

- a) Easement grantor and State (SWCD) to be billed for their charges separately. State billing will be sent to SWCD.
- b) State assumes no responsibility for payment of charges billed to easement grantor.

- c) Issuance and delivery of policy not conditioned on payment of easement grantor's bill.
- d) State (SWCD) will pay agent/company's bill only when final typewritten policy delivered to and accepted by State.

C. Delivery Dates For Commitment and Policy Delivery.

Company/Agent must agree to:

- 1) Deliver to SWCD a title commitment within 14 days after receipt of the application and the title evidence. If the title agent is not an abstractor, the Company will deliver the commitment to SWCD within 14 days after the non-abstractor agent receives the application and updated title evidence.
- 2) Deliver the final typewritten policy or a marked up commitment to SWCD within four business days after conservation easement, subordination agreement, etc. are filed.
- 3) If the agent delivers a marked up commitment, company agrees to see that agent delivers final typewritten policy to SWCD within 14 days after conservation easement is filed.

D. Title Evidence.

- 1) Easement grantor to provide or pay for creation of initial title evidence and any continuance due to title or encumbrance problems.
- 2) Upon conclusion of transaction all title evidence to be returned to easement grantor, provided grantor's bills are paid.

E. Agents.

- 1) If possible, Company to provide State with a complete list of names, addresses and telephone numbers of all of its agents authorized to write title insurance in State of Minnesota (including those in neighboring states who write in Minnesota). If a list is not available, the company should provide a telephone number where the State can obtain the necessary information to locate the company's agents.
- 2) Company to keep the agent list current.

II. THE COMMITMENT AND POLICY.

- A. Type of policy: ALTA OWNERS POLICY 1987 (Rev. 4-6-90), in a form and with such endorsements as approved by the State.
- B. Searches.
 - 1) Search title up to date.
 - 2) Do complete searches, including complete name searches, tax searches, levied and special assessment searches, and, where appropriate, bankruptcy searches.
 - 3) Other searches which company suggests and which State approves.
- C. Inspection and plat drawing.
 - 1) No inspection or plat drawing necessary by agent.
- D. Schedule A (Interests).
 - 1) To show State of Minnesota as the insured:
State of Minnesota, Board of Water and Soil Resources.
 - 2) Amount of Coverage - State will provide when ordering policy.
 - 3) To show two interests to be insured.
 - a) Fee estate.
 - b) Conservation easement over part of fee estate. [form in which this estate to be shown will be agreed upon by Company and by State].
 - 4) Consistent with attached SPECIMEN POLICY.
- E. Schedule B (Exceptions).
 - 1) All general exceptions to be deleted from final policy based on a standard form seller's affidavit from the owner in possession, except for exceptions for taxes or special assessments not shown as existing liens by public records.
 - 2) Policy is to affirmatively insure that there are no delinquent taxes through policy date.

- 3) No "general" exceptions such as zoning ordinances, "easements for roads, if any", or specific zoning ordinances (even if of record) will appear in schedule B, except that the general exceptions appearing in the policy jacket shall apply.
- 4) Conservation easement not to appear in Schedule B.
- 5) On the policy all subordinated mortgages and other liens and encumbrances to be shown as part of a special endorsement insuring they are subordinated, that enforcement of the item will not extinguish insured conservation easement, and that title derived through enforcement of the item will be subject to the conservation easement. See Specimen Policy attached.
- 6) State will permit an exception to policy for loss or damage due to general nature of the legal description in easement description. [form and content of this exception to be agreed upon by company and state].
- 7) If Agent uses a requirement commitment, agent shall list all requirements to issue policy [record subordination agreement and conservation easement, etc.] in Schedule B of commitment.
- 8) Schedule B exceptions must be as limited as possible [i.e., If another easement or encumbrance does not affect the conservation easement parcel, then the easement or encumbrance should not appear in Schedule B].
- 9) Access is to be insured either in policy's insuring provisions or affirmatively in Schedule B.
- 10) Agent should list any environmental problems of record or of which the agent or insurance company is aware. These matters can be listed as an exception on Schedule B or as a note on the commitment for informational purposes only. The main point is to make the State aware of potential environmental problems so that it can investigate the problem further.

F. Delivery of commitment, title clearance and closing.

- 1) Delivery of commitment.
 - a) Agent to send to SWCD:
 - i) original of commitment.
 - ii) complete copies (non-certified) of all relevant schedule B exceptions, e.g. mineral reservations, oil, gas and mineral and other leases, easement for drainage, pipelines and right of first refusal

agreements. If in agent's judgment, copies of other documents constituting Schedule B exceptions are necessary for attorney general to understand the Schedule B exception, agent shall provide complete copies of those documents too. Copies of mortgages required only upon request by State.

- iii) Preliminary statement (charges).
- iv) when specifically requested and when available, half section maps upon which all parcels in question have been located/drawn in and access to public roads shown/located.

2) Title clearance.

a) Attorney General to determine:

- i) which Schedule B exceptions to be deleted from policy before the State will approve of policy.
- ii) in consultation with legal counsel or contact person, what Company requires to delete these exceptions.
- iii) what other requirements must be satisfied before "closing" can occur.

b) State (SWCD) will:

- i) advise easement grantor of requirements of title company necessary to delete each objectionable exception (Schedule B).
- ii) provide agent with all items provided by easement grantor to clear title or remove objectionable exceptions.

c) Easement Grantor shall:

- i) have full responsibility for title clearance and satisfaction of all other requirements which are a pre-requisite to "closing".

- 2) deliver all documents necessary to clear title, delete exceptions, subordinate liens and mortgages etc. to the SWCD, not the agent, for the Attorney General's review and approval. Then approved documents to be delivered by SWCD to agent.
- 3) Closing.
 - a) SWCD shall:
 - 1) Send to agent and agent shall record:
 - i) all clearance documents
 - ii) subordination agreements
 - iii) conservation easements
 - 2) Send to agent "closing" instructions covering, at a minimum:
 - i) searches prior to filing
 - ii) matters (if any) arising in the "gap"
 - iii) order of filing instructions
 - iv) return of recorded instruments
 - v) other instructions
 - OR
 - 3) SWCD shall notify agent that all necessary instruments have been recorded.
 - i) Agent shall not "close" if the current fee title owner is not the same as grantor on the conservation easement.
 - ii) Agent shall "close" as instructed but shall not continue title evidence in final typewritten form except at State's (SWCD) instructions and expense. A written continuation of abstract is not necessary.
 - iii) Agent shall send policy or markup as outlined above, together with final billing to SWCD.

FORM FOR RIM AND PWP PROGRAMS

SPECIMEN POLICY

Policy (Policy: ALTA OWNERS)
Policy 1987 (rev. 4-6-90)

SCHEDULE A

NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
_____	_____	\$ _____

1. Name of Insured: STATE OF MINNESOTA,
BOARD OF WATER AND SOIL RESOURCES
2. The estate or interest in the land described herein and which is covered by this policy is:

A Perpetual Conservation easement. Said easement was recorded on September 10, 1991 in Book 107 of Deeds at page 310, as document number 2196 in the office of the County Recorder of Renville County.
3. The estate or interest referred to herein is at date of policy vested in:
 - a. Perpetual Conservation Easement in the name of the insured above.
 - b. Fee simple title in the name of John A. Smith and Mary F. Smith, husband and wife
4. The land referred to in this policy is situated in the County of Renville, State of Minnesota, and is described as follows:

The North 200 feet of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4), Section Twenty-four (24), Township One Hundred Fifteen (115) North, Range Thirty-five (35) West.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following exceptions:

General Exceptions:

- (1) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (2) Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions:

1. Taxes and special assessments as follows:

Taxes and special assessments in the year _____ and thereafter. The second half of the taxes for the year _____ are \$280.00. No delinquent taxes or special assessments.

2. Where the legal description for a parcel contained in the recorded easement is a general description and does not specifically identify or locate either the servient real estate or the specific boundaries of the easement which is being insured hereunder, the coverage of this policy expressly excludes those matters causing loss or damage which are occasioned by the use of a general description. This exception applies only to parcels having a general description, and other parcels are not subject to this exception.
3. In addition to the foregoing, the title to the estate or interest in the land described in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the easement interest insured herein:
 - a. Mortgage dated December 16, 1980, filed December 22, 1980, in Book 101 of Mortgages at page 6, executed by John D. Smith and Mary F. Smith, his wife, to the Federal Land Bank of Saint Paul (now known as Farm Credit Bank of St. Paul), given to secure the sum of \$69,000.00, due and payable according to note.
4. Environmental problems of record or of which the title insurance agent or company is aware. (Alternatively, the environmental problem can simply be noted on the commitment for informational purposes only).

Countersigned and Validated

By _____
AUTHORIZED REPRESENTATIVE
JAMES JONES

HANDBOOK APPENDIX EXAMPLE

STATE OF MINNESOTA
 BOARD OF WATER AND SOIL RESOURCES
**MORTGAGEE'S CONSENT TO CONSERVATION EASEMENT
 INDIVIDUAL**

WHEREAS, _____
 _____ is/are the fee owner(s) of the following lands:

INSERT LEGAL DESCRIPTION AS WRITTEN IN OR ATTACHED TO THE CONSERVATION AGREEMENT

AND WHEREAS, the undersigned _____
 _____, is/are the mortgagee(s) of a certain mortgage dated _____, and
 recorded in Book _____ of _____, Page _____, as document number _____
 _____ in the Office of the County Recorder/Registrar of Titles for _____ County, Minnesota,
 on the _____ day of _____, 19____, which mortgage covers all or part of the lands described above,

AND WHEREAS, the fee owner(s) intend to convey to the State of Minnesota, acting through its Board
 of Water and Soil Resources, a conservation easement pursuant to Minnesota Statutes Section 103F.501 et seq., or
 Section 103.516 et seq., upon all or part of the lands described above.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the above
 named mortgagee(s), hereby consents to the conveyance of said conservation easement and agrees that the lien of the
 above mentioned mortgage shall be subject to and subordinate in lien priority to the conservation easement to be
 conveyed to the State of Minnesota by the fee owner. Mortgagee agrees that any foreclosure of said mortgage or other
 sale of the property subject to said mortgage under judicial proceedings shall be subject to the conservation easement.

IN TESTIMONY WHEREOF, _____

_____ as mortgagee(s) has executed this document this _____ day
 of _____, 19____,

ACKNOWLEDGEMENT

STATE OF MINNESOTA _____)
 _____) SS.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,

By _____

(Notary Stamp or Seal)

 (Signature of Notary)

My Commission expires on _____

This instrument was drafted by:

State of Minnesota
 Board of Water and Soil Resources
 155 South Wabasha, Suite 104
 St. Paul, MN 55107

APPENDIX B

**INVOICE FOR
REIMBURSABLE RIM RESERVE/PWP COSTS INCURRED BY**

_____ District

Date

Services Rendered

Amount

Total Amount Requested \$ _____

NA6		Vendor number (9)			Ind.(1)	
Vendor's invoice and/or customer account number (20)						
Dept.	Division	Sequence (5)	Suffix	Dept. P.O. (6)	Object (3)	
Payment amount		Occur date (6)		CC1 (3)	CC2 (3)	CC3 (3)
(Invoice received)		Cost code 4 (20)			CC5 (6)	
I hereby certify that the goods or materials covered by this claim have been inspected and received or the services have been performed, and are in accordance with specifications and are in proper form, kind, amount, and quality, and payment therefor is hereby recommended.						
Transaction date and number				Dept. authorized signature		
FI-00384-02 (12/91)						

Signature of SWCD Representative

To: All Non-Corporate Grantors of Conservation Easements
From: State of Minnesota - Board of Water and Soil Resources
Subject: **Request for Information for IRS 1099S Form**

The Board of Water and Soil Resources (BWSR) has been directed by the Minnesota Department of Finance to obtain the following information to enable the State of Minnesota to comply with a reporting requirement of the Internal Revenue Service (IRS). This information is required for a Conservation Easement with more than one non-corporate grantor. (A husband and wife are not considered more than one grantor). This information will be used to prepare the IRS 1099S form that will be mailed to you after the date your easement is paid.

If you have any questions regarding the information being requested on this form or the reporting requirement mandated by IRS, you are asked to call Accounting Services, Minnesota Department of Finance, at 612-296-5929. Do not call you local Soil and Water Conservation District office or the BWSR as we do not have the information to assist you.

The following items on the form are requested from each grantor:

1. Name, address and social security number.
2. On the "Distribution Amount" line, enter your portion of the dollar amount of "your share" of the total payment for the conservation easement payment. Conservation plan payments are **not** included on the 1099S form.
3. Sign and date the form.

The IRS only sends out one 1099S form, so if you are getting multiply payments the 1099S will be for the full amount.

Please return the completed form(s) to BWSR, Attn: Mary Miller at the address shown on the reverse side of this memo.

Note: IRS regulations require that the BWSR assign the full amount of the easement payment to all grantors if:

1. You return an incomplete information form; or
2. if you fail to return this form.

Your immediate attention and prompt response to this request is greatly appreciated.

(Over for Form)

RETURN THIS COMPLETED FORM TO:

State of Minnesota
 Board of Water and Soil Resources
 155 South Wabasha Street, Suite 104
 St. Paul, MN 55107

Conservation Easement No.

STATE OF MINNESOTA PAYMENT INFORMATION – IRS 1099S FORM
(PLEASE TYPE OR PRINT CLEARLY)

GRANTOR NAME		SOCIAL SECURITY NUMBER	
STREET ADDRESS		DISTRIBUTION AMOUNT \$	
CITY	STATE	ZIP CODE	
SIGNATURE		DATE	

NOTICE: The Federal and State taxpayer identification number supplied may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to collect delinquent tax returns and delinquent uncontested tax liabilities from you. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations.

TERMINATION OF CROPPING AND GRAZING ACTIVITIES**Landowner Certification**

I, the undersigned designated grantor of the above referenced conservation easement, certify that all cropping and grazing activities have terminated on the entire described easement area.

Designated Grantor_____
Date**SWCD Certification**

On behalf of the _____ SWCD Board of Supervisors, I have inspected the entire described easement area and certify that the grantor(s) has (have) terminated all cropping and grazing activities.

Authorized SWCD Representative_____
Date

Conservation Plan Implementation

1/1/2020

CONSERVATION PLAN IMPLEMENTATION PROCEDURES

A. Conservation Plan Implementation Overview

- A.1 General
- A.2 Definitions

B. Installing Conservation Practices

- B.1 Overview
- B.2 Installation Period
- B.3 Cost-Share Assistance

C. Reinstalling and Repairing Failed Conservation Practices

- C.1 Overview
- C.2 Cost-Share Assistance
- C.3 Authorization of Reinstallation Activities

D. Establishing and Maintaining Conservation Practices

- D.1 Overview
- D.2 Maintenance Period
- D.3 Establishment Period
- D.4 Use of Easement Program Cost-Share Funds
- D.5 Requesting Cost-Share Assistance
- D.6 Authorization of Establishment Activities

E. Cost-Share Payment Process

- E.1 Overview
- E.2 Practice Certification
- E.3 Requesting Cost-Share Payments

APPENDIX

A) Examples of Forms

- A-1 Practice Implementation Request Form
- A-2 Cost-share Voucher & Practice Certification Form

B) Examples of Completed Forms

A. CONSERVATION PLAN IMPLEMENTATION OVERVIEW

A.1 GENERAL

Establishing the conservation practices identified in the conservation plan is arguably the single most important component of the easement process. The care taken to ensure that conservation practices are properly installed and maintained will pay off in healthy vigorous stands of vegetation and/or properly functioning engineering practices. Despite these efforts, conditions are not always favorable for proper establishment and circumstances sometimes require a practice to be reinstalled. Regardless of the activity, whether it be the installation, reinstallation, establishment or maintenance of a conservation practice, the SWCD is responsible to ensure the activity is properly completed and in accordance with terms of the conservation easement.

Any willful action by the landowner that is not in compliance with the conservation plan and all attachments will be considered a direct violation of the conservation easement and should be resolved following the procedures identified in the ***Non-Compliance/Violation Procedures*** subsection of the handbook.

This subsection of the handbook defines, illustrates and provides instructions regarding the installation, reinstallation, establishment and maintenance of conservation practices as well as the procedure for using easement program cost-share funds to accomplish these components.

A.2 DEFINITIONS

Easement Program Cost-Sharing refers to the payment that the state has agreed to make upon the completion and certification of any authorized installation, reinstallation, or establishment of a practice on a BWSR conservation easement.

Establishment (Post-Installation) refers to activities performed to a conservation practice shortly after it has been installed that are deemed necessary to ensure its adequate development.

Installation refers to the procedures required to seed grass, plant trees and construct structures.

Operation and Maintenance refers to the continuous upkeep of a conservation practice by the landowner.

Practice Certification refers to the SWCD's verification that the conservation practice has been satisfactorily installed according to practice specifications and seeding, planting or construction plans.

Reinstallation refers to reseeding, replanting, repairing or reconstructing a conservation practice identified in the practice plan.

B. INSTALLING CONSERVATION PRACTICES

B.1 OVERVIEW

A copy of the conservation plan with all the attachments will be given to the landowner(s) when the conservation easement is signed. This information will provide the installation, establishment and maintenance requirements of the conservation practices identified. The following components of the conservation plan package should be followed by the landowner and the SWCD to implement the conservation plan:

- Conservation Easement Financial Worksheet [WR-01065]
- Conservation Plan [WR-01087]
- Conservation Practice Plan [WR-01085]
- Conservation Plan Map [WR-01086]
- Seeding, Planting and Construction Plans
- Operation and Maintenance Requirements
- Supplementary Information (livestock exclusion plans, etc.)

The landowner is responsible for installing each conservation practice identified in the conservation plan in accordance with the requirements of the conservation easement. When necessary, this responsibility includes the hiring and associated negotiations with contractors selected to install the practices (e.g., structural work, seeding, etc.). The SWCD should assist the landowner to the extent allowable in the selection of a contractor(s). It is important that the contractor hired is capable of performing the job identified. It is equally important that landowners who desire to do the work themselves are capable of performing the job identified.

B.2 INSTALLATION PERIOD

Conservation practices should be installed as soon as possible after the conservation easement has been signed and recorded. All conservation practices should be installed and certified within three years after the easement is recorded. At the end of the three year time-frame, BWSR will free up any remaining cost-share funds that have been set aside for the conservation practices and make those funds available for additional easements.

The three year time-frame for installations will begin:

- a) the calendar year (season) in which the easement recording dates were between January 1st and May 31st; or
- b) the following calendar year (season) for easements with recording dates between June 1st and December 31st.

The three year time-frame will end on December 31st of the third year.

The BWSR will annually notify the SWCD (after 12/31) of all easements showing practices not fully installed after the three year time-frame has expired. If a practice has not been installed at the end of the period, cost-sharing for the installation will no longer be available from the state.

Please note: This time-frame does not apply to reinstallation or establishment activities. It only applies to the initial installation of the applicable conservation practices as identified and agreed to in the conservation plan.

Upon notification from BWSR that the three year installation period has expired, the SWCD, working with the landowner(s), will have an opportunity to request an extension for the installation. The SWCD should submit a written request explaining why the practice has not been installed along with an installation time frame to the BWSR easement programs coordinator. Any correspondence from the landowner should also be submitted as supporting information. If the BWSR easement programs coordinator determines that the reason is acceptable, an extension for the installation will be granted for the specified length of time.

Installation extensions will generally be granted in the following situations:

- Sites in which the conservation plan identifies a planting sequence lasting longer than three years (e.g., a consecutive four year tree planting plan or a delayed vegetative cover within a woody planting).
- Sites with a specific management purpose for a conservation practice that may require a delayed installation (e.g., allow for natural succession on a riparian floodplain site).
- For a practice that cannot be installed due to adverse weather conditions or because of a third party's interest/involvement (e.g., construction activity to be completed in conjunction with a road improvement project scheduled sometime after the three year time-frame has expired).

Other situations will require a detailed explanation.

Landowners may occasionally request to take advantage of planting and construction seasons and install certain conservation practices prior to recording of the conservation easement. Due to the potential complications and commitments associated with early installation activities, it is suggested the SWCD not promote it. However, it is allowed with the following limitations:

Installation Prior to Application: Although unlikely, certain practices may be requested to be installed prior to BWSR's acceptance of the application. Conservation practices installed during this time frame will not be eligible for any easement program cost-sharing assistance nor can the state guarantee acceptance of the parcel. Eligibility criteria should

be reviewed to determine if the practice installation will affect eligibility for enrollment (e.g., wetland restoration "must be restorable at time of application"). Refer to item B of the ***Program Eligibility*** section in **Part I** of the handbook for more information.

Installation Prior to Signing the Conservation Easement Agreement: Although conservation practices may be installed during this time frame, no easement program cost-sharing will be allowed for the practice installation nor can BWSR guarantee acquisition of the easement. The landowner will be responsible for the cost of the installation. They may seek financial assistance from another agency or organization.

Installation After Signing the Conservation Easement Agreement: Easement program cost-sharing for the installation of any conservation practices is permissible only after the conservation agreement has been signed by all required parties. Easement program cost-share dollars cannot be paid to the landowner until the conservation easement has been fully executed and recorded. If for some reason the conservation easement does not become recorded, the costs associated with installing the practice will be the landowner's responsibility. Please review the conservation plan language in the easement agreement with the landowner. It is extremely important that landowners are aware of this should they decide to install a practice prior to easement recording.

B.3 COST-SHARE ASSISTANCE

Cost-share assistance is available from the state through the conservation easement programs to help the landowner pay for the installation of the required conservation practices as identified in the conservation plan. Refer to the ***Practice Specifications*** subsection of the ***Agreement Stage*** section of the handbook for more information regarding eligible costs associated with practice installations.

The amount of cost-share funds available is identified on the Conservation Easement Financial Worksheet (CEFW) that was developed and agreed to at the time the Easement Agreement is executed. Please refer to the ***Conservation Plan Development*** subsection of the handbook for more information regarding the allowable amounts of cost-sharing and how to utilize those funds. Refer to Cost-Share Payment Process, item E in this section, for detailed information on requesting cost-share funds.

C. REINSTALLING AND REPAIRING FAILED CONSERVATION PRACTICES

C.1 OVERVIEW

The information in this section pertains to when all or a portion of a conservation practice has failed and is in need of reseeding, replanting or repairing. Practice failure can be attributed to many things, the most common being weather conditions. However, landowner negligence in maintaining a practice is also cause for a number of failures.

Upon discovery or notification of a failed conservation practice, the SWCD must attempt to determine the cause for failure and assess if the landowner was at fault. The board conservationist should be consulted to help determine the cause of failure, if unsure. The operation and maintenance requirements given to the landowner should be reviewed to assist in making the determination. If the SWCD determines that the landowner is at fault (e.g., not properly maintaining the practice), follow the procedures identified in the ***Non-Compliance/Violations Procedures*** subsection of the handbook to correct the problem.

If the SWCD determines that the failure was caused by reasons beyond the landowner's control (i.e., drought, flooding, fire, etc.), the state will allow for easement program cost-sharing for the necessary reinstallation activities for the failed practice.

Some examples of reinstallation activities include:

- Reseeding or replanting all or a portion of a practice area.
- Repairing or reconstructing a water control structure, dike, tile line, etc. which has failed or is damaged.

C.2 COST-SHARE ASSISTANCE

Cost-share assistance is available from the state through the conservation easement programs to help the landowner pay for the reinstallation only if the SWCD determines the practice failure was caused by reasons beyond the landowner's control. Refer to the ***Practice Specifications*** subsection of the ***Agreement Stage*** section of the handbook for more information regarding eligible costs associated with reinstalling practices.

The maximum amount of program practice payment limits can be used to cost-share for the reinstallation of a failed conservation practice. Refer to table 1 of the ***Conservation Plan Development*** subsection of the handbook for a listing of current payment limits. This maximum amount is not restricted by the original amount of easement programs cost-share funds requested and/or used to install the practice. The current maximum easement program cost-share rate applied to the practice area being reinstalled is the available dollar amount for the activity (see example of worktable in item C.3). Refer to Cost-Share Payment Process, item E in this section, for detailed information on requesting cost-share funds.

C.3 AUTHORIZATION OF REINSTALLATION ACTIVITIES

The landowner and SWCD need to seek authorization from BWSR to perform reinstallation activities only if they are requesting BWSR easement program cost-sharing or if the reinstallation activity involves the repair or modification of a structural conservation practice (i.e., RR-8, wetland restoration). This authorization must be obtained prior to beginning any of the reinstallation activity.

To request BWSR authorization, the SWCD and landowner must complete and submit the applicable portions of the Practice Implementation Request Form [WR-01104] (also see Appendix A). The following guidelines should be used when completing the "reinstallation request" portion of the form.

Payee Information: This portion of the form pertains to landowner and easement information. If the easement area has been sold, the new owner's name, social security number and address must be on file at the BWSR. If the landowner has moved their new address must on file.

Reinstallation Request: Please complete the reinstallation request worktable to help calculate the total easement program cost-share dollars available and show the easement program cost-share amount requested for the reinstallation activity. Also, provide a detailed explanation of the reason for the failure in the space provided. For example:

Has Practice Failed Before? (circle one) Y or (N)			Proposed Date of Reinstallation (Month/Year): June/1995			
Practice Type:	Practice Area(s):	Acres to be Treated:	Max. C/S Payment/Acre:	Max. C/S \$'s Available:	Total C/S \$'s Requested:	Est. Total Cost:
RR-3	4 & 5	3.0	\$300.00	\$900.00	\$500.00	\$400.00

Explain Reason for Failure: *Selective replanting to practice areas 3 and 4 is necessary due to tree/shrub mortality caused by drought conditions.*

Note: *In this example the total easement program cost-share (C/S) dollars requested exceeds the estimated total cost by \$100.00. This is done to hopefully cover any unforeseen expenses associated with the replanting. It is much easier to set-up (encumber) the extra funds now than it would be to request them later. The appropriate amount of C/S dollars to request will vary between practices and sites; however, requesting 25 percent more than the estimated total cost is usually a good rule of thumb.*

Generally, if the C/S dollar request is close to the maximum amount of C/S dollars available, the maximum amount of C/S dollars available should be requested.

The total easement program C/S dollars requested cannot exceed the total easement program C/S dollars available. Additional funds from other agencies or organizations will need to be pursued or the landowner will be responsible for the balance.

Signatures: The landowner and the SWCD technical representative must sign this form prior to submitting it to the BWSR for review.

BWSR Action: The BWSR will review the form and approve or not approve the request. If it is not approved, it will be returned to the SWCD with an explanation and possibly some recommendations for revisions. If the request is approved, a copy of the form will be returned to the SWCD with authorization to begin the replanting, repairing or reconstructing activity.

D. ESTABLISHING AND MAINTAINING CONSERVATION PRACTICES

D.1 OVERVIEW

Maintenance activities are very important in keeping each conservation practice identified on the easement area in good condition. **Maintenance** begins after successful development of the conservation practice and continues for the duration of the practice. However, prior to successful development of a conservation practice, certain **establishment** activities may be needed after the installation to assist in the practice's development. The following guidelines should be used to distinguish between "**establishment**" and "**maintenance**" activities.

Establishment activities include:

- Chemical treatment and/or planned mowing to control heavy weed competition that is inhibiting the growth of trees or grasses during the establishment period.
- Use of a weed badger to control heavy weed competition that is inhibiting the growth of trees during the establishment period.
- Minor construction activities to enhance or improve a structural conservation practice.

Maintenance activities include:

- Spot mowing or spot chemical treatment to control noxious weeds after the establishment of grasses or trees.
- Trapping or poisoning of rodent infestations that are adversely affecting the vegetation and/or structure.
- Prescribed burning of native grasses.
- Removal of undesirable trees or shrubs.
- Monitoring of the easement area.

D.2 MAINTENANCE PERIOD

As previously stated, maintenance usually begins after successful development of the conservation practice and continues for the duration of it.

D.3 ESTABLISHMENT PERIOD

There are three different development categories that a conservation practice can generally be placed into:

- a) Conservation practices that already exist;
- b) Conservation practices that require installation; and
- c) Conservation practices that may require installation at a later date but natural succession will first be given an opportunity to occur.

Regardless of which category a conservation practice fits into, the SWCD should monitor the development of the practice by performing periodic site inspections. If a conservation practice has, or is not, developing satisfactorily, the SWCD will need to work with the landowner to determine what specific establishment activities can be implemented to improve conditions for proper development of the practice.

There is no set time period in which establishment activities must take place. However, with most conservation practices, it is expected that establishment will take place within three years of installing the practice.

An exception to this will likely be the establishment of vegetation in riparian floodplain areas where the practice installation may be delayed in attempt to allow natural succession to occur, thereby eliminating the need for the installation. Certain localized establishment activities may be needed to allow for increased natural revegetation (e.g., disking a non-erosive area to provide a tree-seed bed).

D.4 USE OF EASEMENT PROGRAM COST-SHARE FUNDS

Easement program cost-sharing is not allowed to reimburse the landowner(s) for any ***maintenance*** activities. The costs associated with maintaining a conservation easement are the responsibility of the landowner(s).

Easement program cost-sharing may be available to reimburse the landowner(s) for ***establishment*** activities. Using easement program cost-share funds for establishment activities is not authorized if the required activity is the result of improper installation (i.e., inadequate site preparation). Refer to the ***Practice Specifications*** subsection of the ***Agreement Stage*** section of the handbook for more information regarding eligible costs associated with establishment activities.

If the establishment activity is authorized (see item D.5), easement program funds can be used to cost-share the establishment activity only if funds remain from the initial conservation practice installation. In other words, if the full \$100 per acre was used to initially install a grass planting, there would be no funds remaining for any establishment activity that may be needed for that grass planting. The cost of the activity would then be the landowner's responsibility. If no cost-share dollars have been requested, typical of riparian floodplain sites left alone to allow for natural succession, the full amount of easement program cost-sharing would be available.

Only the amount of easement program cost-share dollars remaining from the initial installation can be requested for establishment activities. The amount of remaining cost-share funds must be converted to a revised per acre allowable payment rate. This revised payment rate, when applied to the amount of area to be treated, will result in the available dollars for the establishment activity (see example of worktable in item D.6).

D.5 REQUESTING COST-SHARE ASSISTANCE

Eligible requests for cost-sharing of establishment activities should occur at the end of the establishment period or when the maximum cost-share amount has been reached. At this time, all of the landowner's eligible establishment costs should be combined and submitted for one reimbursement. This will help improve the efficiency of processing payments and will provide a financial incentive for the landowner to continue with establishment activities until successful development of the practice. Refer to Cost-Share Payment Process, item E in this section, for detailed information on requesting cost-share funds.

D.6 AUTHORIZATION OF ESTABLISHMENT ACTIVITIES

The landowner and SWCD need to seek authorization from BWSR to perform establishment activities only if they are requesting BWSR easement program cost-sharing funds or the establishment activity involves the modification or improvement of a structural conservation practice (e.g., RR-8, wetland restoration). This authorization must be obtained prior to beginning any of the establishment activity.

To request BWSR authorization, the SWCD must complete and submit the applicable portions of the Practice Implementation Request Form [WR-01104] (see Appendix A). The following guidelines should be used when completing the "establishment request" portion of the form:

Payee Information: This portion of the form pertains to landowner and easement information. If the easement area has been sold, the new owner's name, social security number and address must be on file at the BWSR. If the landowner has moved their new address must on file.

Establishment Request: Please complete the establishment request worktable to help calculate the total easement program cost-share dollars available and show the easement program cost-share amount requested for the establishment activity. Also, provide a brief description of the proposed establishment activity. For example:

Practice Type:	Practice Area(s):	Total Practice Acres:	Max. C/S Payment/Acre:	Max. C/S \$'s Available:	Total C/S \$'s Paid to Date:
RR-3	3	10.0	\$300.00	\$3,000.00	\$2,400.00
C/S \$'s per Acre Paid to Date:	Per Acre C/S \$ Amount Remaining:	Acres to be Treated:	Total C/S \$'s Available:	Total C/S \$'s Requested:	Est. Total Cost:
\$240.00	\$60.00	2.0	\$120.00	\$120.00	\$150.00

Describe Activity: Use weed badger to release trees from heavy weed infestation.

Note: In this example the landowner would be responsible for the balance of \$30.00.

If the estimated total cost is less than the total easement program cost-share (C/S) dollars available, the total easement program C/S dollars requested should be greater than the estimated total cost. Hopefully this will cover any unforeseen expenses associated with the establishment activity. It is much easier to set-up (encumber) the extra funds now than it would be to request them later. The appropriate amount of C/S dollars to request will vary between practices and sites; however, requesting 25 percent more than the estimated total cost is usually a good rule of thumb.

Generally, if the amount of easement program C/S dollars being requested is close to the maximum amount of C/S dollars available, the maximum amount of C/S dollars available should be what is requested.

The total easement program C/S dollars requested cannot exceed the total easement program C/S dollars available. Additional funds from other agencies or organizations will need to be pursued or the landowner will be responsible for the balance.

Signatures: The landowner and the SWCD technical representative must sign this form prior to submitting it to the BWSR for review.

BWSR Action: The BWSR will review the form and approve or not approve the request. If it is not approved, it will be returned with an explanation provided. If the request is approved, a copy of the form will be returned to the SWCD with authorization to begin the described establishment activity.

E. COST-SHARE PAYMENT PROCESS

E.1 OVERVIEW

The cost-share payment process reimburses the landowner for eligible costs incurred when installing, reinstalling and establishing conservation practices identified on the conservation plan. These eligible costs are set by law, and vary between practices and durations of easements. Refer to information contained within this subsection of the handbook and to table 1 in the ***Conservation Plan Development*** subsection of the ***Agreement Stage*** section of the handbook for more information regarding specific cost-share amounts.

E.2 PRACTICE CERTIFICATION

The SWCD technical representative is responsible for certifying that all installation, reinstallation and establishment activities are satisfactorily completed in accordance with the required practice standards and specifications. Practice certification is required by law and is needed before the state can make a cost-share payment to the landowner. Refer to the ***Practice Specifications*** subsection of the handbook for more information regarding practice standards and specifications.

Certification of these activities is required regardless of who performs them. For example, if the U.S. Fish & Wildlife Service installs a wetland restoration practice on the easement area, the SWCD technical representative is responsible for inspecting the work performed and certifying that it was installed according to the practice standards and specifications. As with any construction activity, this requires the SWCD technical representative to be available for periodic site inspections during the construction of the practice.

If the SWCD technical representative discovers that certain activities are not completed in accordance with the practice standards and specifications, they must document and discuss the corrective measures required with the landowner(s) and any other parties involved. These corrective measures must be made prior to the SWCD certifying completion of the practice installation.

The SWCD is responsible for certifying each conservation practice installed on an easement area. Certification of a practice installation must be done within one year of the practice installation. However, timely practice certification and voucher submittal are necessary for the state to promptly reimburse the landowner for its share of the installation cost. Certification of practice completion is documented in item E of the **Cost-Share Voucher & Practice Certification Form [WR-01066]**.

E.3 REQUESTING COST-SHARE PAYMENTS

To request a cost-share payment complete a Cost-share Voucher and Practice Certification Form [WR-01066]) (see Appendix A) and submit it to the BWSR.

The BWSR will use the data received from this form for many things, including assessment of cost-share rates, appraisal of practice activities and acknowledgement of all financial contributors to the program.

A separate Cost-share Voucher and Practice Certification form must be submitted each time a conservation practice has been installed, established, or reinstalled, regardless of whether easement program cost-share funds are being requested. This will allow for documentation of all financial contributors. This is required for all conservation practices except those classified as "already established" (RR-9, RR-10 and RR-13).

BWSR easement program cost-share payments will be made after review and approval of items submitted for payment (provided the conservation easement has been recorded). These guidelines must be followed when completing the form: (note that the lettered items below directly correspond to the lettered sections of form [WR-01066])

A. Payee Information:

Identify the name and address of the party to receive the state's cost-share payment. If the name and/or address are different from what is indicated on the easement agreement, or different from the most recent name and/or address change notification submitted to BWSR, please check the box and refer to the ***Easement Alteration*** subsection of the handbook for addition information regarding name and/or address change requirements.

B. Project Information:

Identify the BWSR program and specific practice information. Please note that only one practice type may be identified per form. However, a single practice type may have more than one practice area indicated.

C. Cost Information:

Select the type of cost-share request under "***Basis of Request***". Note that establishment and reinstallation requests must be authorized by BWSR prior to submitting cost-share request.

All cost-share requests submitted for conservation practices which are fully completed "installed" should be checked as "***Final***" under "***Type of Request***."

Partial payments are allowed if time delays in "installing" a practice warrant it. If a partial request is being made, check the "***Partial***" box under "***Type of Request***." The

last of the partial payment requests submitted for the practice installation should be then checked as a ***"Final"*** request.

Enter the date the practice installation was fully completed in the ***"Installation Date"*** box. Do not enter a date for partial payment activities, establishment or reinstallation cost-share requests. In other words, BWSR should only receive one installation date for a conservation practice. Note: if establishment activities associated with natural succession in flood plain areas are completed and the development of the practice is considered successful, enter an installation date on the final voucher form submitted.

Identify the type of work performed and the associated costs, and have the payee certify that the costs are accurate. Items listed for materials, equipment and labor must be listed in a concise, detailed manner. An itemized list or copy of bid schedule may be attached as a supplement to the form.

Note: Itemization is only required if cost-sharing through BWSR is being requested.

D. Payment Information:

All funding sources, and their payment amounts, must be indicated. If more than one easement is involved in the completion of a single practice (e.g., wetland restoration) the following procedure should be used:

- a) submit one form for each easement involved;
- b) create an itemized list of the cost information and attach a copy to each form;
- c) each form must identify the cost-share request unique to that easement; and
- d) each form submitted should "cross-reference" the payment amounts being requested by other easements and/or payments from other sources.

The ***"Program Use"*** area should be completed by the SWCD. The top portion is to be completed for BWSR easement programs and the bottom portion is for other BWSR cost-share programs.

Examples of completed cost-share vouchers can be found in Appendix B.

E. SWCD Certification:

This portion of the form is for the SWCD to certify completion of the work performed and to certify that the quantities and costs are correct.

APPENDIX A

COST-SHARE VOUCHER & PRACTICE CERTIFICATION FORM

A PAYEE INFORMATION <input type="checkbox"/> Check if name or address change	B PROJECT INFORMATION
Name:	I.D. Number:
Address:	BWSR Program:
City, State, & Zip Code:	Practice Type (one only): Practice Area(s): Acres Completed:

C COST INFORMATION	Basis of Request: <input type="checkbox"/> Installation <input type="checkbox"/> Establishment <input type="checkbox"/> Reinstallation	Type of Request: <input type="checkbox"/> Partial <input type="checkbox"/> Final	Installation Date:
---------------------------	--	--	--------------------

R/I	ITEM	QUANTITY	UNIT	UNIT PRICE	COST

R - Receipted Item I - In-kind Contribution (attach additional sheets as necessary)	TOTAL \$
---	-----------------

I certify that this is an accurate and true summation of the actual costs and quantities of material, labor, and equipment used on the above project. In cases where the receipts included items not used on the project, I have corrected them accordingly.

 (Payee Signature)

 (Date)

D PAYMENT INFORMATION TOTAL COST OF PRACTICE: \$ _____ (from above) BWSR Cost-Share Request: - \$ _____ Other Funding Sources (please name): - \$ _____ - \$ _____ - \$ _____ - \$ _____ - \$ _____ LANDOWNER COST: \$ _____	PROGRAM USE Payment Amount Requested: \$ _____ Maximum Payment Allowed: \$ _____ OR Adjusted Total Cost: \$ _____ District Share _____ % \$ _____
--	---

(attach additional sheets as necessary)

E SWCD CERTIFICATION I certify that an inspection has been performed and that the items identified in part C have been completed and are in accordance with the required practice standards and specifications.	I certify that I have reviewed this voucher and all supporting information and that to the best of my knowledge and belief, the quantities and billed costs or disbursements are accurate and are in accordance with terms of the program identified.
_____ (Authorized Technician)	_____ (Authorized SWCD Representative)
_____ (Date)	_____ (Date)

PRACTICE IMPLEMENTATION REQUEST FORM

Trn. No. NA40	FY	Account I.D.	Dept./Div. 99780	Sequence No.	Suffix 01	Object	Vendor	Type V	Amount
Type of Transaction				Date		Number		Entered By	
<input checked="" type="checkbox"/> NA40 <input type="checkbox"/> NA41									
<input checked="" type="checkbox"/> NA44 <input type="checkbox"/> NA45 <input type="checkbox"/> NA46									

PAYEE INFORMATION

Easement I.D. Number:	Landowner Name:	Address:
-----------------------	-----------------	----------

REINSTALLATION REQUEST

Has Practice Failed Before? (circle one) Y or N			Proposed Date of Reinstallation (Month/Year):			
Practice Type:	Practice Area(s):	Acres to be Treated:	Max. C/S Payment/Acre:	Max. C/S \$'s Available:	Total C/S \$'s Requested:	Est. Total Cost:
<i>Explain Reason for Failure (attach additional sheets if necessary):</i>						

ESTABLISHMENT REQUEST

Practice Type:	Practice Area(s):	Total Practice Acres:	Max. C/S Payment/Acre:	Max. C/S \$'s Available:	Total C/S \$'s Paid to Date:	
C/S \$'s per Acre Paid to Date:	Per Acre C/S \$'s Remaining:	Acres to be Treated:	Total C/S \$'s Available:	Total C/S \$'s Requested:	Est. Total Cost:	
<i>Describe Activity (attach additional sheets if necessary):</i>						

SIGNATURES

I hereby certify that to the best of my knowledge, the information in this form is accurate and in accordance with the terms of the conservation easement program. I also agree to and acknowledge my obligations associated with this request.

(Landowner Signature)

(Date)

(Authorized SWCD Representative)

(Date)

- ☐ Request Approved
☐ Request Not Approved
☐ Comments Attached

--- For BWSR Use Only ---

(BWSR Easement Coordinator)

(Date)

APPENDIX B

Appendix B

Examples of Completed Forms

The following examples pertain to the use of the Cost-Share Voucher & Practice Certification form and the Practice Implementation request form as they relate to specific applications.

Example 1.

Example 1 contains three completed forms that relate to the installation and repair of an RR-8 (wetland restoration) practice on two practice areas totaling 6.9 acres.

The first form "a" of this example is a partial cost-share request for the installation of the two wetland restoration projects. This partial request was for work completed by one of two contractors which the landowner has hired to install the practice.

The second form "b" of this example is the final cost-share request for the installation of the RR-8 practice on the two practice areas. Note how additional funding sources are identified.

The last form "c" in example 1 requests conservation easement cost-share \$'s for the repair (reinstallation) of one of the practice areas (6.0 acres). Upon BWSR approval and successful repair of the practice, a Cost-Share Voucher & Practice Certification form needs to be completed and submitted.

Example 2.

Example 2 illustrates an establishment request for an RR-2 (native grasses) practice. Chemical treatment of the whole practice area is requested to help with the development of the native grasses. In this example, not enough cost-share funds remain to cover the estimated establishment cost. The landowner is responsible for the remaining balance. Upon BWSR approval, and successful treatment of the practice, a Cost-Share Voucher & Practice Certification form would need to be completed and submitted.

Example 3.

Example 3 is a request for cost-share dollars to perform an establishment activity on an RR-1 (grass and legume) practice located in a riparian floodplain. The establishment request is to aid the natural succession process. This is the first cost-share request associated with this practice. Upon BWSR approval, and successful development of the practice, a Cost-Share Voucher & Practice Certification form would need to be completed and submitted.

EXAMPLE 1a

WR-01086-01 (8/94)

COST-SHARE VOUCHER & PRACTICE CERTIFICATION FORM

A PAYEE INFORMATION <input type="checkbox"/> Check if name or address change		B PROJECT INFORMATION	
Name: <i>Lesser Scaup</i>		I.D. Number: <i>22-23-94-01</i>	
Address: <i>RR 3, P.O. Box 35</i>		BWSR Program: <i>RIM Reserve</i>	
City, State, & Zip Code: <i>Wetland City, MN 55115</i>		Practice Type (one only): <i>RR-8</i>	Practice Area(s): <i>1 & 4</i> Acres Completed: <i>6.9</i>

C COST INFORMATION	Basis of Request:		Type of Request:		Installation Date: <i>N/A</i>
	<input checked="" type="checkbox"/> Installation	<input type="checkbox"/> Establishment	<input type="checkbox"/> Reinstallation	<input checked="" type="checkbox"/> Partial <input type="checkbox"/> Final	

R/I	ITEM	QUANTITY	UNIT	UNIT PRICE	COST
R	<i>Furnish & Install 8 inch P.E. Drainage Tubing</i>	<i>545</i>	<i>L.F.</i>	<i>\$1.90</i>	<i>\$1,035.50</i>

R - Receipted Item	I - In-kind Contribution	(attach additional sheets as necessary)	TOTAL	\$ <i>\$1,035.50</i>
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I certify that this is an accurate and true summation of the actual costs and quantities of material, labor, and equipment used on the above project. In cases where the receipts included items not used on the project, I have corrected them accordingly.

Lesser Scaup
(Payee Signature)

7-30-94
(Date)

D PAYMENT INFORMATION		PROGRAM USE	
TOTAL COST OF PRACTICE:	\$ <i>\$1,035.50</i> (from above)	Payment Amount Requested:	\$ <i>\$1,035.50</i>
BWSR Cost-Share Request:	- \$ <i>\$1,035.50</i>	Maximum Payment Allowed:	\$ <i>\$2,070.00</i>
Other Funding Sources (please name):	- \$ _____ - \$ _____ - \$ _____ - \$ _____ - \$ _____	OR	
		Adjusted Total Cost:	\$ _____
		District Share _____ %	\$ _____
LANDOWNER COST:	\$ <i>\$0.00</i>		

(attach additional sheets as necessary)

E SWCD CERTIFICATION	
<p>I certify that an inspection has been performed and that the items identified in part C have been completed and are in accordance with the required practice standards and specifications.</p> <p><i>Drake M. Muehl</i> <i>8-2-94</i> (Authorized Technician) (Date)</p>	<p>I certify that I have reviewed this voucher and all supporting information and that to the best of my knowledge and belief, the quantities and billed costs or disbursements are accurate and are in accordance with terms of the program identified.</p> <p><i>Garnett Egert</i> <i>8-2-94</i> (Authorized SWCD Representative) (Date)</p>

EXAMPLE 1b

WR-01086-01 (8/94)

COST-SHARE VOUCHER & PRACTICE CERTIFICATION FORM

A PAYEE INFORMATION <input type="checkbox"/> Check if name or address change		B PROJECT INFORMATION	
Name: <i>Lesser Scaup</i>		I.D. Number: <i>22-23-94-01</i>	
Address: <i>RR 3, P.O. Box 35</i>		BWSR Program: <i>RIM Reserve</i>	
City, State, & Zip Code: <i>Wetland City, MN 55115</i>		Practice Type (one only): <i>RR-8</i>	Practice Area(s): <i>1 & 4</i> Acres Completed: <i>6.9</i>

C COST INFORMATION	Basis of Request:		Type of Request:		Installation Date: <i>6/14/94</i>
	<input checked="" type="checkbox"/> Installation	<input type="checkbox"/> Establishment	<input type="checkbox"/> Reinstallation	<input type="checkbox"/> Partial <input checked="" type="checkbox"/> Final	

R / I	ITEM	QUANTITY	UNIT	UNIT PRICE	COST
R	Earthwork for Dike Construction	1,200	YDS	\$2.00	\$2,400.00
R	Furnish & Install Water Control Structure	1	EACH	\$1,285.45	\$1,285.45
R	Fertilize, Seed, and Mulch	0.35	ACRE	\$600.00	\$210.00

R - Receipted Item I - In-kind Contribution (attach additional sheets as necessary) TOTAL \$ *\$3,895.45*

I certify that this is an accurate and true summation of the actual costs and quantities of material, labor, and equipment used on the above project. In cases where the receipts included items not used on the project, I have corrected them accordingly.

Lesser Scaup

(Payee Signature)

8-22-94

(Date)

D PAYMENT INFORMATION		PROGRAM USE	
TOTAL COST OF PRACTICE:	\$ <i>\$3,895.45</i> (from above)	Payment Amount Requested:	\$ <i>\$1,034.50</i>
BWSR Cost-Share Request:	- \$ <i>\$1,034.50</i>	Maximum Payment Allowed:	\$ <i>\$2,070.00</i>
Other Funding Sources (please name):		OR	
<i>Ducks Unlimited</i>	- \$ <i>\$1,000.00</i>	Adjusted Total Cost:	\$ _____
<i>USF&WS</i>	- \$ <i>\$1,860.95</i>	District Share _____ %	\$ _____
	- \$ _____		
	- \$ _____		
	- \$ _____		
LANDOWNER COST:	\$ <i>\$0.00</i>		

(attach additional sheets as necessary)

E SWCD CERTIFICATION	
<p>I certify that an inspection has been performed and that the items identified in part C have been completed and are in accordance with the required practice standards and specifications.</p> <p><i>Drake Murrell</i> <i>8-22-94</i></p> <p>(Authorized Technician) (Date)</p>	<p>I certify that I have reviewed this voucher and all supporting information and that to the best of my knowledge and belief, the quantities and billed costs or disbursements are accurate and are in accordance with terms of the program identified.</p> <p><i>Earnest Egert</i> <i>8-22-94</i></p> <p>(Authorized SWCD Representative) (Date)</p>

EXAMPLE 1c

PRACTICE IMPLEMENTATION REQUEST FORM

Trn. No. NA40	FY	Account I.D.	Dept./Div. 99780	Sequence No.	Suffix 01	Object	Vendor	Type V	Amount
Type of Transaction				Date	Number		Entered By		
<input checked="" type="checkbox"/> NA40 <input type="checkbox"/> NA41 <input checked="" type="checkbox"/> NA44 <input type="checkbox"/> NA45 <input type="checkbox"/> NA46				Date	Number		Entered By		

PAYEE INFORMATION

Easement I.D. Number: 22-23-94-01	Landowner Name: Lesser Scaup	Address: RR 3, P.O. Box 35 Wetland City, MN 55115
---	--	---

REINSTALLATION REQUEST

Has Practice Failed Before? (circle one) Y or (N)			Proposed Date of Reinstallation (Month/Year): September/1994			
Practice Type: RR-8	Practice Area(s): 1	Acres to be Treated: 6.0	Max. C/S Payment/Acre: \$300.00	Max. C/S \$'s Available: \$1,800.00	Total C/S \$'s Requested: \$450.00	Est. Total Cost: \$360.00
Explain Reason for Failure (attach additional sheets if necessary): Emergency spillway washed out due to unusual heavy rainfall shortly after completion of project. Washout was likely due to lack of adequate development of vegetation on spillway. Request includes funds to repair and reseed.						

ESTABLISHMENT REQUEST

Practice Type:	Practice Area(s):	Total Practice Acres:	Max. C/S Payment/Acre:	Max. C/S \$'s Available:	Total C/S \$'s Paid to Date:
C/S \$'s per Acre Paid to Date:	Per Acre C/S \$'s Remaining:	Acres to be Treated:	Total C/S \$'s Available:	Total C/S \$'s Requested:	Est. Total Cost:
Describe Activity (attach additional sheets if necessary):					

SIGNATURES

I hereby certify that to the best of my knowledge, the information in this form is accurate and in accordance with the terms of the conservation easement program. I also agree to and acknowledge my obligations associated with this request.

Lesser Scaup
(Landowner Signature)

9-10-94
(Date)

Earnest Egert
(Authorized SWCD Representative)

9-10-94
(Date)

- ☐ Request Approved
☐ Request Not Approved
☐ Comments Attached

--- For BWSR Use Only ---

(BWSR Easement Coordinator)

(Date)

EXAMPLE 2

PRACTICE IMPLEMENTATION REQUEST FORM

Trn. No. NA40	FY	Account I.D.	Dept./Div. 99780	Sequence No.	Suffix 01	Object	Vendor	Type V	Amount
Type of Transaction				Date	Number		Entered By		
<input checked="" type="checkbox"/> NA40 <input type="checkbox"/> NA41				Date	Number		Entered By		
<input checked="" type="checkbox"/> NA44 <input type="checkbox"/> NA45 <input type="checkbox"/> NA46				Date	Number		Entered By		

PAYEE INFORMATION

Easement I.D. Number: 22-23-94-01	Landowner Name: Lesser Scaup	Address: RR 3, P.O. Box 35 Wetland City, MN 55115
---	--	---

REINSTALLATION REQUEST

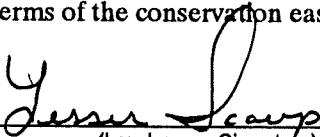
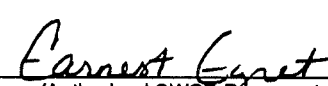
Has Practice Failed Before? (circle one) Y or N			Proposed Date of Reinstallation (Month/Year):			
Practice Type:	Practice Area(s):	Acres to be Treated:	Max. C/S Payment/Acre:	Max. C/S \$'s Available:	Total C/S \$'s Requested:	Est. Total Cost:
Explain Reason for Failure (attach additional sheets if necessary):						

ESTABLISHMENT REQUEST

Practice Type: RR-2	Practice Area(s): 2	Total Practice Acres: 30.0	Max. C/S Payment/Acre: \$100.00	Max. C/S \$'s Available: \$3,000.00	Total C/S \$'s Paid to Date: \$2,400.00
C/S \$'s per Acre Paid to Date: \$80.00	Per Acre C/S \$'s Remaining: \$20.00	Acres to be Treated: 30.0	Total C/S \$'s Available: \$600.00	Total C/S \$'s Requested: \$600.00	Est. Total Cost: \$750.00
Describe Activity (attach additional sheets if necessary): Chemical application of "Curtail" herbicide to control broadleaves and thistle.					

SIGNATURES

I hereby certify that to the best of my knowledge, the information in this form is accurate and in accordance with the terms of the conservation easement program. I also agree to and acknowledge my obligations associated with this request.

(Landowner Signature) 6-18-99 (Date) (Authorized SWCD Representative) 6-18-95 (Date)

- ☐ Request Approved
☐ Request Not Approved
☐ Comments Attached

--- For BWSR Use Only ---

(BWSR Easement Coordinator)

(Date)

EXAMPLE 3

PRACTICE IMPLEMENTATION REQUEST FORM

Trn. No. NA40	FY	Account I.D.	Dept./Div. 99780	Sequence No.	Suffix 01	Object	Vendor	Type V	Amount
Type of Transaction				Date		Number		Entered By	
<input checked="" type="checkbox"/> NA40 <input type="checkbox"/> NA41 <input checked="" type="checkbox"/> NA44 <input type="checkbox"/> NA45 <input type="checkbox"/> NA46				Date		Number		Entered By	

PAYEE INFORMATION

Easement I.D. Number: 22-23-94-01	Landowner Name: Lesser Scaup	Address: RR 3, P.O. Box 35 Wetland City, MN 55115
---	--	---

REINSTALLATION REQUEST

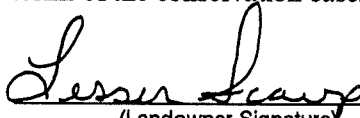
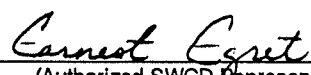
Has Practice Failed Before? (circle one) Y or N			Proposed Date of Reinstallation (Month/Year):			
Practice Type:	Practice Area(s):	Acres to be Treated:	Max. C/S Payment/Acre:	Max. C/S \$'s Available:	Total C/S \$'s Requested:	Est. Total Cost:
Explain Reason for Failure (attach additional sheets if necessary):						

ESTABLISHMENT REQUEST

Practice Type: RR-1	Practice Area(s): 3	Total Practice Acres: 65.0	Max. C/S Payment/Acre: \$100.00	Max. C/S \$'s Available: \$6,500.00	Total C/S \$'s Paid to Date: \$0
C/S \$'s per Acre Paid to Date: \$0	Per Acre C/S \$'s Remaining: \$100.00	Acres to be Treated: 15.0	Total C/S \$'s Available: \$1,500.00	Total C/S \$'s Requested: \$200.00	Est. Total Cost: \$160.0
Describe Activity (attach additional sheets if necessary): Disk area to promote germination of native trees.					

SIGNATURES

I hereby certify that to the best of my knowledge, the information in this form is accurate and in accordance with the terms of the conservation easement program. I also agree to and acknowledge my obligations associated with this request.

 (Landowner Signature)	7-26-94 (Date)	 (Authorized SWCD Representative)	7-26-94 (Date)
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--- For BWSR Use Only ---

- ☐ Request Approved
☐ Request Not Approved
☐ Comments Attached

(BWSR Easement Coordinator)

(Date)

**Conservation Plan
Amendments**

Operation and Maintenance

NON-COMPLIANCE / VIOLATION PROCEDURES

A. PROCEDURAL OVERVIEW

- A.1 Definitions
- A.2 SWCD Jurisdictional Areas
- A.3 Other Government Jurisdictional Areas

B. NON-COMPLIANCE DETERMINATIONS AND RESOLUTION

- B.1 SWCD Investigations and Documentation
- B.2 SWCD Non-Compliance Determination

C. VIOLATION DETERMINATIONS AND RESOLUTION

- C.1 Board Conservationist Role
- C.2 BWSR Easement Coordinator Role
- C.3 Board Role
- C.4 Minnesota Attorney General's Role
- C.5 SWCD Monitoring of Court Compliance

D. PROCEDURAL FLOWCHART

APPENDIX

A. Example Forms

- A-1 Corrective Actions Transmittal
- A-2 Easement Site Inspection
- A-3 Corrective Action Plan and Certification

B. Sample Violation - use of forms

- B-1 Corrective Actions Transmittal
- B-2 Easement Site Inspection
- B-3 Corrective Action Plan and Certification

A. PROCEDURAL OVERVIEW

A.1 DEFINITIONS

For administrative purposes, the following terminology will be used to describe failure of the landowner to carry out required provisions of the conservation easement.

- **Non-Compliance**
Failure of the grantor (landowner) to carry out the provisions of the conservation easement.
- **Corrective Actions Transmittal**
This form [WR-01106-01 (8/94)] notifies the landowner that the SWCD has determined that the landowner is not in compliance with the terms of the conservation easement and what actions are required to return to compliance status.
- **Violation**
Failure of a grantor (landowner) who is in a non-compliance status to implement corrective actions as required by the soil and water conservation district (SWCD) within the timelines identified on the Corrective Actions Transmittal.
- **Corrective Action Plan**
This form [WR-01107-01 (8/94)] is used to document the status of the non-compliance determination. If the status indicates that the landowner is not in compliance or they did not respond to the corrective actions transmittal, the non-compliance is now considered a violation. Actions to resolve the violations are listed. In addition, this form is used by the SWCD to certify that the landowner has failed to acknowledge and/or implement the corrective actions within the required timelines.

A.2 SWCD JURISDICTIONAL AREAS

SWCDs will be involved in resolving all types of easement non-compliance issues with landowners. In certain types of issues the district will have primary responsibility to resolve problems, in others the district will play a support role. *The SWCD has primary responsibility to resolve the following non-compliant conditions where the landowner has:*

1. failed to allow the State or its agent access to the easement area to inspect and enforce the easement;
2. failed to establish or maintain vegetative cover and/or structures specified in the Conservation Plan (as referenced in the recorded conservation easement);
3. caused or allowed unauthorized alteration of the easement area;

4. produced agricultural crops;
5. employed timber stand improvement measures, except where allowed by the conservation plan;
6. failed to restore the easement area after lawful repair or improvement to a public drainage system;
7. placed unauthorized materials, substances, objects or constructed unauthorized structures in the easement area;
8. appropriated, drained or diverted water from a wetland on the easement area; or
9. cropped, grazed or altered wildlife habitat, natural features or vegetative cover without prior written approval from the state;
10. additional responsibilities as assigned by the state.

A.3 OTHER GOVERNMENTAL UNITS JURISDICTIONAL AREAS

For the following types of non-compliance, another unit of government has a process in place to deal with the issue. *The SWCD is expected to provide information and assistance to the responsible unit of government to resolve the non-compliant conditions when a landowner has:*

1. failed to control noxious weeds (county, township, city or MN Dept. of Agriculture has jurisdiction);
2. failed to conduct emergency control of pests necessary to protect the public health (county, township, city, or MN Dept. of Health has jurisdiction); or
3. failed to pay taxes and assessments levied against the easement area (county has jurisdiction).

B. NON-COMPLIANCE DETERMINATIONS AND RESOLUTION

Non-compliance situations may come to light in several ways: complaints, rumors, eyewitness reports, site investigations, and audits, to name a few. Most typically the SWCD is in the best position to learn of non-compliance and to resolve these situations quickly. Whenever possible, resolve non-compliance issues informally. The following procedure is designed to provide a framework to work from if non-compliance issues cannot be informally resolved and to help districts to be thorough and reasonably uniform in conducting investigations.

B.1 SWCD INVESTIGATIONS

1. If your initial investigation, including conversations with the landowner, turns up an obvious situation not in compliance with the conservation easement and the landowner(s) agrees to take immediate corrective action, document this decision and follow up to see that corrective actions were taken.
2. After learning of potential non-compliance, make sure to do the following:
 - review applicable law and rule;
 - review contents of conservation easement file, including a review of the easement language, conservation plan, and conservation plan map;
 - do an on-site investigation, including taking photographs of easement area (*Conservation Easement Site Inspection* form [WR-01105-02 (8/94)] must be completed as part of this investigation); and
 - interview the landowner and/or other parties where appropriate.
3. Keep a log of dates, times and facts surrounding your investigation. This should become part of the landowner's conservation easement file. The Conservation Easement Site Inspection form should be the central document in the investigation. All subsequent documentation should be attached to this form.
4. Remember that the purpose of the investigation is to verify the facts. Documentation is very important!
5. If the district finds that the investigation has revealed that the landowner is in compliance with the requirements of the conservation easement, you can document this decision and end your work.
6. If the non-compliance issue is not obvious to the district person conducting the investigation, or if a landowner is not cooperative, it is suggested that a more formal determination be made by the SWCD board.
7. The BWSR board conservationist should be consulted for advice when needed.

B.2 SWCD NON-COMPLIANCE DETERMINATION

1. Now that the facts have been gathered, the district must make a determination whether a landowner is not in compliance with the conservation easement requirements. It is suggested that the SWCD board of supervisors be the decision-maker. Staff should present the information at a formal district board meeting for decision by the board of supervisors.

2. If the district board determines that the landowner is in compliance with the terms of the conservation easement and the conservation plan, then the case is closed.
3. If the district board determines that a non-compliant condition exists, then a *Corrective Actions Transmittal* form must be completed and sent via registered mail to the landowner. Send a copy to the board conservationist. A standard form [WR-01106] is provided for the district's use. This form should be used to:
 - reference the specific items which are not in compliance with the easement or the conservation plan;
 - specify what the landowner must do to correct the situation; and,
 - give deadlines for performance.

In cases where damage payments are warranted the landowner is also responsible for restoring the easement area at his or her own cost if permanent features have been altered.

The district board must also determine whether the non-compliance makes the landowner liable to the State for double or treble damages as required in Minnesota Statutes Section 103F.515, Subd. 9. which states, in part:

"Subd. 9. Enforcement and damages. (a) A landowner who violates the term of a conservation easement or agreement under this section, or induces, assists, or allows another to do so, is liable to the state for treble damages if the trespass is willful, but liable for double damages only if the trespass is not willful. The amount of damages is the amount needed to make the state whole or the amount the landowner has gained due to the violation, whichever is greater."

District staff should solicit landowner input when developing a *Corrective Action Plan*. It is important that the corrective action transmittal not be an absolute mandate because the landowner may have knowledge of certain conditions, or suggest actions to achieve the desired end results, which are somewhat different from what the district has proposed. This provides opportunity for negotiation between the district and the landowner. Deadlines for landowner performance should be practical and reasonable. For example, reseeding of vegetation should be required during the next upcoming recommended seeding period for the cover to be established; removal of unauthorized materials should be accomplished as soon as necessary equipment can access the area, etc.... The district should allow up to 30 days for the landowner to respond and to negotiate.

4. If there is any uncertainty on the part of the district board in making the determination, contact your BWSR board conservationist.

5. Once negotiations are completed the district should complete the *Corrective Action Plan* portion of the form with the landowner, if possible, and obtain the landowner's signature. If a negotiated plan is not arrived at within the 30 day period, the district should complete the *Corrective Action Plan*, sign it and provide it to the landowner(s) requesting their concurrence and signature and the return of the form within 10 working days. Landowner compliance with the plan of action should be recorded in the district's conservation easement files.
6. If the landowner fails to comply with the corrective actions identified they will be considered in violation of the terms of the easement.

C. VIOLATIONS PROCEDURE DETERMINATIONS AND RESOLUTION

Occasionally, the SWCD's best efforts to resolve non-compliance issues may not be successful. If the landowner(s) fails to respond, refuses to sign and/or does not implement the required corrective action plan, the landowner(s) is considered in a "violations" status. The SWCD must work closely with the BWSR board conservationist to resolve all violations.

C.1 BWSR BOARD CONSERVATIONIST (BC) ROLE

Up to this point the BC's role has been to advise the SWCD. With an unresolved violation, the BC becomes directly involved with the problem. The SWCD should review the file materials with the BC and accompany the BC on an on-site visit to the conservation easement area. The landowner should be invited to accompany them on the site. The BC may wish to consider inviting the BWSR easement programs coordinator to participate in the on-site visit.

After the on-site visit the BC will decide to either uphold the SWCD's corrective action recommendations or recommend a different corrective action plan. If the BC recommends changing the SWCD's corrective action plan, the BC should coordinate this with the district and obtain a modified corrective action plan prior to communicating with the landowner. The BC will then communicate the required follow-up action to be taken by the landowner in writing via registered mail to the landowner(s). The BC will inform the landowner(s) that if the new plan (or the existing plan if no changes are recommended) is not agreed to within 10 working days from landowner receipt of the letter, then the violation will be forwarded via the Board to the State Attorney General (AG) to commence legal action to enforce the provisions of the conservation easement. A copy of this letter should be provided to the conservation easement coordinator. If the landowner(s) agree to the new corrective action plan, it is the responsibility of the SWCD to monitor landowner implementation.

If the BC has not successfully resolved the violation, then the violation is referred to the BWSR easement programs coordinator.

C.2 BWSR EASEMENT PROGRAMS COORDINATOR ROLE

The BWSR easement programs coordinator will refer easement violations to the Board along with a recommendation to commence legal action. Such recommendations shall be made through the Executive Director. All BWSR Board Conservationists will work through the Coordinator to seek Attorney General assistance.

C.3 BOARD ROLE

The Board shall consider all staff recommendations to commence legal action. If the Board determines that the recommendation is valid, it shall request the AG representative to commence legal action.

The Board shall hear appeals from landowners consistent with Minn. Rules Subp. 8400.3930.

C.4 ATTORNEY GENERAL ROLE

The easement programs coordinator and/or Board Conservationist shall brief the AG representative regularly on non-compliance issues and solicit advice to resolve them.

The Board Conservationist and/or the easement coordinator shall brief the AG representative and share all file materials and evidence on an easement violation at the time a request to commence legal action is made. The AG representative may wish to communicate directly with the SWCD at this point to obtain additional information.

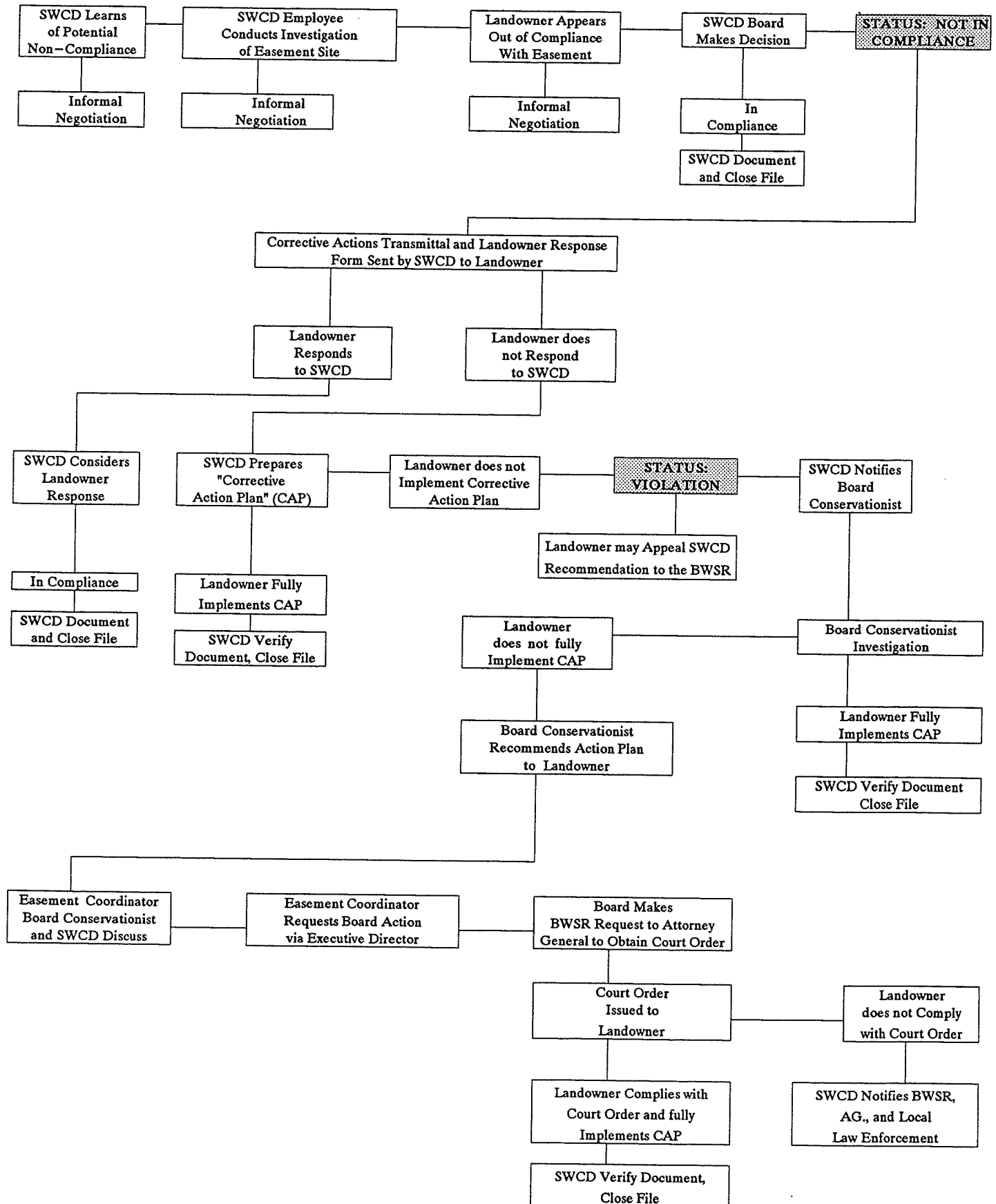
Upon request, the AG may commence legal action to resolve the violation as authorized in MRS 103F 515, Subd. 9 (b):

"(b) Upon the request of the board, the attorney general may commence an action for specific performances, injunctive relief, damages, including attorney's fees, and any other appropriate relief to enforce sections 103F.505 to 103F.531 in district court in the county where all or part of the violation is alleged to have been committed, or where the landowner resides or has a principal place of business."

C.5 MONITORING COMPLIANCE WITH COURT ORDERS

If a court order is obtained, the AG shall provide a copy of the order to the BWSR easement programs coordinator. The coordinator shall, in turn, provide a copy to the board conservationist and the soil and water conservation district. It is the responsibility of the SWCD to notify the AG if any court order to correct the easement violation is not carried out.

D. FLOWCHART OF NON-COMPLIANCE / VIOLATION PROCEDURES



APPENDIX A

CORRECTIVE ACTIONS TRANSMITTAL

SWCD : _____

Landowner Name: _____

Address: _____

DESCRIPTION OF NON-COMPLIANCE *(to be completed by the district):*

CORRECTIVE ACTIONS REQUIRED:

Item	Deadline

Approved by SWCD: _____

(Chairman's Signature)

(Date)

Note: Attach a copy of the Conservation Easement Site Inspection form which identifies the problem.

LANDOWNER RESPONSE:

I, _____ *(print name)* have read the *Corrective Actions Required* listed above and forward my statement for consideration by the district in the resolution of this matter.

(Landowner Signature)_____
(Date)

This form must be signed and returned to the soil and water conservation district office within 30 days after signature by the district for landowner input to be considered.

STATE OF MINNESOTA CONSERVATION EASEMENT SITE INSPECTION FORM

Easement ID #:	County:	Total Easement Acres:
Landowner Name and Address:		Easement Duration: <input type="checkbox"/> Perpetual <input type="checkbox"/> Limited _____ (exp. date)
		Date of Conservation Practice Plan:

PRACTICE AREA	CONSERVATION PRACTICE DESCRIPTION	CONDITION OF PRACTICE (check appropriate box)				
		N/E	EXCELLENT	GOOD	FAIR	POOR
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CONDITION**DEFINITION**

- N/E – The conservation practice has not yet been established as planned.
- Excellent – The conservation practice is fully established as planned and is in excellent condition.
- Good – The conservation practice is fully established as planned and is in adequate condition.
- Fair – Landowner action is required to improve and/or provide maintenance to the conservation practice.
- Poor – The conservation practice needs immediate landowner action to comply with the terms of the conservation easement and corresponding conservation plan. See item "J" on back side of form.

Practice Area**General Comments and Maintenance Requirements**

--OVER--

**THE FOLLOWING QUESTIONS PERTAIN TO THE CONSERVATION EASEMENT
AREA FOR THE TIME PERIOD SINCE THE LAST SITE INSPECTION**

(Please answer each question to the best of your knowledge)

	Yes	No
A. Has the landowner failed to allow the State or its agents access to the easement area?	<input type="checkbox"/>	<input type="checkbox"/>
B. Has the landowner failed to control noxious weeds within the easement area?	<input type="checkbox"/>	<input type="checkbox"/>
C. Has the landowner failed to conduct all necessary emergency pest control measures within the easement area to protect the public health?	<input type="checkbox"/>	<input type="checkbox"/>
D. Has the landowner performed any unauthorized alteration of the easement area?	<input type="checkbox"/>	<input type="checkbox"/>
E. Has the landowner produced any agricultural crop, hayed, or allowed any grazing by livestock within the easement area?	<input type="checkbox"/>	<input type="checkbox"/>
F. Has the landowner failed to pay any taxes and assessments levied against the easement area?	<input type="checkbox"/>	<input type="checkbox"/>
G. Has the landowner placed any unauthorized materials, substances, or objects, or constructed any unauthorized structures within the easement area?	<input type="checkbox"/>	<input type="checkbox"/>
H. Has the landowner appropriated, drained, or diverted water from any wetland within the easement area?	<input type="checkbox"/>	<input type="checkbox"/>
I. If the easement area has been sold or subdivided, has the previous owner failed to notify the SWCD of the transaction?	<input type="checkbox"/>	<input type="checkbox"/>
J. Were any practice areas from the front side of this form marked as being in poor condition?	<input type="checkbox"/>	<input type="checkbox"/>

Note: Any questioned answered "yes" may indicated a potential violation of the conservation easement. An explanation should be given below for each question answered "yes". The SWCD Board will investigate each potential violation identified.

ITEM LETTER

EXPLANATION OF PROBLEM

LANDOWNER: Please contact your local Soil and Water Conservation District office if you have any questions regarding the contents of this site inspection form, your maintenance requirements, or any other questions pertaining to this conservation easement.

The landowner(s) or an agent of the landowner(s) [SELECT ONE: was ___ was not ___] present during the inspection.

On behalf of the Board of Supervisors, I certify that I have inspected the easement area and to the best of my knowledge, this completed site inspection form accurately represents the current condition of the conservation easement area.

(Authorized SWCD Representative)

(Date of Inspection)

SWCD will mail a copy of this completed form to the landowner and to the BWSR Easement Coordinator.

SWCD will retain the original completed form in its SWCD easement program file.

FOR BWSR USE ONLY:

Reviewed by BWSR Easement Coordinator: _____

(initial)

Date: _____

CORRECTIVE ACTION PLAN

-- STATUS VERIFICATION --

- ☐ LANDOWNER IS NOW IN COMPLIANCE (*check here to certify that the non-compliance or violation has been resolved*).
- ☐ LANDOWNER IS NOT IN COMPLIANCE (*see Corrective Action Plan*).
- ☐ LANDOWNER DID NOT RESPOND within 30 days of his/her receipt of the *Corrective Actions Transmittal*

 SWCD Signature

 Date

To correct the easement violation the landowner shall take the following actions:

Item	Deadline

We, the undersigned, do hereby agree that implementation of this *Corrective Action Plan* will resolve the easement violation.

 SWCD Signature, Title

 Date

 Landowner Signature

 Date

LANDOWNER: You must sign this form in the space above and return it to the SWCD within 10 working days of the SWCD signature. Failure to agree to the *Corrective Action Plan* will place you in a Violations status, subject to possible legal action.

-- CERTIFICATION OF LANDOWNER REFUSAL TO COOPERATE --

(To be completed by the SWCD if the landowner does not agree to the corrective action plan or does not implement its provisions)

On behalf of the _____ Soil and Water Conservation District, I hereby declare that the *Corrective Action Plan* described herein has been sent via United States Postal Service Registered Mail to the landowner and that the landowner refuses to acknowledge and/or implement the corrective actions within the required timelines.

 SWCD Chair Signature

 Date

APPENDIX B

CORRECTIVE ACTIONS TRANSMITTAL

SWCD : Prairie Creek

Landowner Name: Pat Johnson

Address: 5505 450 Street NW
Platsville, MN 58925

DESCRIPTION OF NON-COMPLIANCE (to be completed by the district):

1. Placement of unauthorized material on the easement area (septic sludge)
2. Hayed .75 acres

CORRECTIVE ACTIONS REQUIRED:

Item	Deadline
1. Cease spreading manure on the easement area	Immediately
2. Cease haying any areas within the easement boundary. Pay restitution to the state in the amount of \$75 and donate the hay to the county humane society.	7-14-94

Approved by SWCD: Lee Larson 6-26-94
(Chairman's Signature) (Date)

Note: Attach a copy of the Conservation Easement Site Inspection form which identifies the problem.

LANDOWNER RESPONSE:

I will no longer spread manure on the easement. I have enclosed a check for \$75 for the hay and will give it to the Forest County Humane Society.

I, PAT JOHNSON (print name) have read the *Corrective Actions Required* listed above and forward my statement for consideration by the district in the resolution of this matter.

Pat Johnson
(Landowner Signature)

7-5-94
(Date)

This form must be signed and returned to the soil and water conservation district office within 30 days after signature by the district for landowner input to be considered.

STATE OF MINNESOTA CONSERVATION EASEMENT SITE INSPECTION FORM

Easement ID #: <div style="text-align: center;">88-04-94-01</div>	County: <div style="text-align: center;">Prairie Creek</div>	Total Easement Acres: <div style="text-align: center;">47</div>
Landowner Name and Address: Pat Johnson 5505 450 St. NW Platsville, MN 55555		Easement Duration: <input checked="" type="checkbox"/> <i>Perpetual</i> <input type="checkbox"/> <i>Limited</i> _____ (exp. date) Date of Conservation Practice Plan: <div style="text-align: center;">April 1993</div>

PRACTICE AREA	CONSERVATION PRACTICE DESCRIPTION	CONDITION OF PRACTICE (check appropriate box)				
		N/E	EXCELLENT	GOOD	FAIR	POOR
1	RR-2 Native Grass Planting	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	RR-9 Veg. Cover Established	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	RR-8 Wetland Restoration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	RR-3 Tree and Shrub Planting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CONDITION**DEFINITION**

- N/E – The conservation practice has not yet been established as planned.
- Excellent – The conservation practice is fully established as planned and is in excellent condition.
- Good – The conservation practice is fully established as planned and is in adequate condition.
- Fair – Landowner action is required to improve and/or provide maintenance to the conservation practice.
- Poor – The conservation practice needs immediate landowner action to comply with the terms of the conservation easement and corresponding conservation plan. See item "J" on back side of form.

Practice Area**General Comments and Maintenance Requirements**

- | | |
|---|---|
| 1 | Good job controlling the weed competition. Native grass germination rate appears to be high. |
| 3 | Evidence of damage to the water control structure (appears to be caused by muskrats). Rodent control necessary. |
| 4 | Tree planting was scheduled for 1994. Please contact the SWCD to reschedule or cancel the planting. |
| 2 | Please refer to the back of this form. |

**THE FOLLOWING QUESTIONS PERTAIN TO THE CONSERVATION EASEMENT
AREA FOR THE TIME PERIOD SINCE THE LAST SITE INSPECTION**

(Please answer each question to the best of your knowledge)

	Yes	No
A. Has the landowner failed to allow the State or its agents access to the easement area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Has the landowner failed to control noxious weeds within the easement area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Has the landowner failed to conduct all necessary emergency pest control measures within the easement area to protect the public health?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Has the landowner performed any unauthorized alteration of the easement area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. Has the landowner produced any agricultural crop, hayed, or allowed any grazing by livestock within the easement area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. Has the landowner failed to pay any taxes and assessments levied against the easement area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G. Has the landowner placed any unauthorized materials, substances, or objects, or constructed any unauthorized structures within the easement area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
H. Has the landowner appropriated, drained, or diverted water from any wetland within the easement area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I. If the easement area has been sold or subdivided, has the previous owner failed to notify the SWCD of the transaction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
J. Were any practice areas from the front side of this form marked as being in poor condition?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Note: Any questioned answered "yes" may indicated a potential violation of the conservation easement. An explanation should be given below for each question answered "yes". The SWCD Board will investigate each potential violation identified.

ITEM LETTER

EXPLANATION OF PROBLEM

D & G

Spreading manure on easement practice area #2

E

Hayed .75 acres of practice area #2

J

Practice area 2 due to the activities listed above.

LANDOWNER: Please contact your local Soil and Water Conservation District office if you have any questions regarding the contents of this site inspection form, your maintenance requirements, or any other questions pertaining to this conservation easement.

The landowner(s) or an agent of the landowner(s) [SELECT ONE: was ___ was not ^X] present during the inspection.

On behalf of the Board of Supervisors, I certify that I have inspected the easement area and to the best of my knowledge, this completed site inspection form accurately represents the current condition of the conservation easement area.

(Authorized SWCD Representative)

(Date of Inspection)

SWCD will mail a copy of this completed form to the landowner and to the BWSR Easement Coordinator.

SWCD will retain the original completed form in its SWCD easement program file.


FOR BWSR USE ONLY:

Reviewed by BWSR Easement Coordinator: _____
(initial)

Date: _____

-- STATUS VERIFICATION --

- ☒ LANDOWNER IS NOW IN COMPLIANCE (*check here to certify that the non-compliance or violation has been resolved*).
- ☐ LANDOWNER IS NOT IN COMPLIANCE (*see Corrective Action Plan*).
- ☐ LANDOWNER DID NOT RESPOND within 30 days of his/her receipt of the *Corrective Actions Transmittal*


SWCD Signature

7-15-94
Date

To correct the easement violation the landowner shall take the following actions:

Item	Deadline

We, the undersigned, do hereby agree that implementation of this *Corrective Action Plan* will resolve the easement violation.

SWCD Signature, Title

Date _____

Landowner Signature _____

Date _____

LANDOWNER: You must sign this form in the space above and return it to the SWCD within 10 working days of the SWCD signature. Failure to agree to the *Corrective Action Plan* will place you in a Violations status, subject to possible legal action.

-- CERTIFICATION OF LANDOWNER REFUSAL TO COOPERATE --

(To be completed by the SWCD if the landowner does not agree to the corrective action plan or does not implement its provisions)

On behalf of the _____ Soil and Water Conservation District, I hereby declare that the *Corrective Action Plan* described herein has been sent via United States Postal Service Registered Mail to the landowner and that the landowner refuses to acknowledge and/or implement the corrective actions within the required timelines.

SWCD Chair Signature

Date _____

