

Attachment 3

Shoreline Habitat Landowner Agreement

Landowner: _____ **Project Location:** _____
Address: _____
City: _____
County : _____
State: _____
Phone: _____
E-Mail: _____

Mn. Dept. Natural Resources **Project Operator:** _____
500 Lafayette Road _____
St Paul MN 55155 _____
651-259-5212 _____

This agreement dated between the Minnesota Department of Natural Resources (DNR), Division of Fish and Wildlife and _____ (Landowner), are entered into in order to establish native vegetation along shorelines for the purposes of creating a buffer zone and improving fish and wildlife habitat. Through this Agreement, Landowner will permit the DNR to undertake certain shoreline habitat restoration activities.

This agreement covers lands in parcel ID # _____, adjacent to and within the following watercourse. _____ (Lake/River Name and DOW I.D.) as specified in the project proposal. The term of this Agreement shall be ten (10) years, from _____ (start date) to _____ (end date).

The Landowner is responsible for maintaining the project for ten (10) years to ensure that the conservation objective of this practice is met. Minimum maintenance includes watering when needed during the first year or two and removing all invasive and exotic species that encroach on the project as discovered.

The Landowner agrees to the terms of installation, maintenance, and monitoring outlined in the approved project proposal.

The Landowner agrees to allow the DNR access to the project area for construction, maintenance, evaluation, and promotion of the project. The Landowner agrees to make the site available as a demonstration site to the general public.

The Landowner or DNR shall secure all necessary permits for the project.

The Landowner shall forego the use of fertilizer in the buffer zone created by the project.

The Landowner will forego the chemical control of aquatic plants except for the purposes of controlling algae (which requires a permit from the DNR-Fisheries)

The DNR assumes no liability for injury or damage, other than that caused by its own negligence, in the project area. The DNR assumes no jurisdiction over the project area for purposes of controlling trespass, noxious weeds, granting rights-of-way, or other incidents of ownership.

This agreement will be cancelled upon transfer of the property to another owner during this period. This agreement may be amended by mutual consent of the DNR and the Landowner. The DNR shall have no obligation to restore the land to its original condition upon expiration or termination of this Agreement.

_____		_____	
John Hiebert	Date	Landowner	Date
Shoreland Habitat Coordinator, DNR Fisheries			

_____		_____	
Project Cooperator	Date	Project	