Landowner Agreement No: MNPLO-22-101

 Cost Structure: FF03R7MN00

 FGHC11210303HR0

**PARTNERS FOR FISH AND WILDLIFE PROGRAM
LANDOWNER AGREEMENT**

This Landowner Agreement (Agreement), dated  **\_\_/\_\_/2022**, between **Jeffrey Jahnz** and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected for funding because the Landowner(s) share(s) a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

**Jeffrey Jahnz, 18802 Pine Branch Dr SE, Pine City, MN 55063**, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in  **Pine County, State of Minnesota**, described as follows: all of, or within, **T38N R21W Sec. 16,** (see attached map in Exhibit A. for details).

In signing this Agreement, the Landowner(s) join(s) as a participant in a wildlife habitat improvement program and grants to the USFWS, and any other cooperators signing this Agreement, authority to complete the habitat improvement project or the Landowner(s) may personally carry out management activities with financial or material support as described in attached Exhibit A. Any donation of supplies or equipment to the Landowner for carrying out the habitat improvements is included in Exhibit A. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner(s) or other parties as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on  **\_\_\_/\_\_\_/2032**. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Landowner(s) terminate(s) the Agreement before its expiration, or if the Landowner(s) should materially default on these commitments, then the Landowner(s) agree(s) to reimburse the USFWS prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement. For these purposes, the total cost of the habitat improvements to the United States is agreed to be **$500.00**.

**Landowner:**

The Landowner(s) or his/her land manager, with legal authority over land management decisions, guarantee(s) ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowner(s) will notify the USFWS of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowner(s) agree(s) to allow access (with advance notice) to the USFWS to implement the project described in Exhibit A, and to monitor project success.

The Landowner(s) retain(s) all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the landowner must maintain the habitat restored under this award.

At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowner(s). There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowner(s) will be responsible for securing any necessary permits. Technical advice and support will be provided by participating agencies in the application for the permit(s). The Landowner(s) agree(s) to identify USFWS contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

**USFWS:**

The USFWS will work with the Landowner(s) throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice prior to accessing the Landowner(s) property to implement the project described in the work plan, and to monitor project success.

The USFWS assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The USFWS does not assume jurisdiction over the premises by this Agreement.

**Spatial Information Sharing:** In accordance with the Privacy Act of 1974, permission must be obtained from the Landowner before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore, Landowner consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.

I, the Landowner, consent to having spatial information about this project shared with other conservation cooperators

I, the Landowner, do NOT wish to have any spatial information about this project shared with other conservation cooperators

**Signatures:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jeffrey Jahnz, Landowner Date

Grayson Smith, USFWS Partners for Fish and Wildlife Program Biologist Date

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Sheldon Myerchin, USFWS Partners Program Project Leader Date

**EXHIBIT A**

The habitat improvements described below are agreed to by **Jeffrey Jahnz,** the USFWS, in a Landowner Agreement dated  **\_\_\_/\_\_\_/2022**.

**Landowner Contact Information:**

Name: **Jeffrey Jahnz**

Mailing Address: **18802 Pine Branch Dr SE**

City: **Pine City** State **MN** Zip code: **55063**

Telephone Numbers: **(612) 616-8470 or (763) 439-1999 (LO’s POC: Kris Moulton)**

Email: **jeffjahnz@jeffsoutdoorservices.com**

**Description of Habitat Improvement Project and Objectives**:

*Description:*

This project will restore approximately 2.6 acres of drained and degraded wetland habitat located on private land in Pine County, Minnesota. The project will provide wetland and upland habitat for “Federal Trust” resources and native flora and fauna. The project will contribute towards the restoration goals in the Upper Mississippi River/Great Lakes Joint Venture and Minnesota’s Comprehensive Wildlife Conservation Strategy Action Plan. Additionally, this project will provide improved water quality, floodwater retention, groundwater recharge, carbon sequestration, and other biological services important to the public and USFWS’s mission.

*Objectives:*

* Install one earthen dike and stabilize soil by seeding;
* Conduct sediment removal on 1 basin;
* Check for and disable tile lines as appropriate;
* Remove approximately 1.8 acres of reed canary grass surrounding cattail removal and reseed with native sedge meadow mix; and
* Maintain habitat following installation.

**USFWS will**:

Provide a cost share as outlined in the budget table of $500.00. The FWS Biologist will also provide time in-kind to coordinate, survey, design, complete necessary compliance, and provide construction oversight towards the wetland restoration. Following construction, the biologist will provide general maintenance and vegetative guidance to the landowner to maintain the site. Additionally, the FWS will provide a final site inspection and periodic checks to the project site to ensure implementation success for the duration of the agreement.

**The Landowner(s) will**:

Provide a cost share as outlined in the budget table of $3,040.00.This may include: cash, in-kind labor, and materials necessary to complete the restoration and are prior approved by the FWS Biologist. The Landowner will also hire a contractor/or complete the work themselves to restore the wetland basins according to the USFWS Biologist’s specifications and direction. Additionally, the landowner will manage the provided funds from the Pine County SWCD ($10,308.00). If estimated budget is exceeded during project implementation the landowner has agreed to pay remaining balance. Following restoration, the landowner will maintain the project site according to the FWS provided maintenance and vegetative guidance and contact FWS Biologist of any relevant changes to the restoration site during the agreement period. In addition to the provided plan the landowner may also plant supplemental native species and remove unwanted/invasive plant species as appropriate.

**Budget Table:**

|  |  |
| --- | --- |
| **Object Class** **Categoriesa** | **Contributing Partners** |
| **Landowner** | **USFWS****Partners Program** | **USFWS** **Other Programs** | **Other****Non-USFWS/** **Pine Co. SWCD** | **Totals** |
| Personnel |  $ |  $PartPartPartners program | $ | $ |

|  |
| --- |
| $ |
| $ |
| $ |
| $ |
| $ |
| $ |

 |
| Fringe benefits  | $ | $ | $ | $ |

|  |
| --- |
| $ |
| $ |
| $ |
| $ |
| $ |
| $ |

 |
| Travel | $ | $ | $ | $ |

|  |
| --- |
| $ |
| $ |
| $ |
| $ |
| $ |
| $ |

 |
| Equipment | $ | $ | $ | $ |

|  |
| --- |
| $ |
| $ |
| $ |
| $ |
| $ |
| $ |

 |
| Supplies | $ 115.00 | $  | $  | $ 3,908.00 |

|  |
| --- |
| **$ 4,023.00** |
| **$** |
| **$** |
| **$** |
| **$** |
| **$** |

 |
| Contractual | $ 1,500.00 | $  | $ | $ 6,200.00 |

|  |
| --- |
| **$ 7,700.00** |
| **$** |
| **$** |
| **$** |
| **$** |
| **$** |

 |
| Other (In-kind) | $ 1,425.00 | $ 500.00 | $ | $ 200.00 | **$ 2,125.00****00** |
|  Other | $  | $ | $ | $ | $ |
|  |  |  |  |  |

|  |
| --- |
| $$$$$$ |

 |
| **Totals** | **$** **3,040.00** | **$ 500.00** | **$ 0** | **$ 10,308.00** |

|  |
| --- |
| **$ 13,848.00** |
| $ |
| $ |
| $ |
| $ |

 |

a The total cost-share by the Cooperator, Service and Landowner must remain the same, however allocations by category may be redistributed upon prior approval by the Service

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

**Budget Narrative:**

*Supplies:*

Dike Stabilizer Seed: $50.00 (Landowner)

Sedge Meadow Seed Mix: $3,560.00 (Pine County SWCD)

Spoils Upland Wet Prairie Seed Mix: $65.00 (Landowner)

Chain-Link Fence (3@4’x50’): $348.00 (Pine County SWCD)

*Contractual:*

Mobilization and Demobilization: $500.00 (Pine County SWCD)

Dirt Work Time: $5,700.00 (Pine County SWCD)

Dirt Work Time: $1,500.00 (Landowner)

*Other-in-kind*:

Site Preparation: $250.00 (Landowner-*In-Kind*)

Spoils Seeding: $15.00 (Landowner-*In Kind*)

Dirt Work/Reed Canary Grass Discing Time: $100.00 (Landowner-*In Kind*)

Dike Stabilization Seeding: $30.00 (Landowner-*In Kind*)

Sedge Meadow Seeding: $30.00 (Landowner-*In Kind*)

Wetland Maintenance: $1,000.00 (Landowner-*In Kind*)

Technical Assistance: $200.00 (Pine County SWCD)

Technical Assistance: $500.00 (USFWS – Technical Assistance)

**SUBTOTAL: $13,848.00**