

INVASIVE PLANT MANAGEMENT LANDOWNER AGREEMENT

THIS AGREEMENT is made by and between _____ with an address of _____ (“Owners”) and the Upper Peninsula Resource Conservation and Development Council with offices at 129 West Baraga Avenue, Suite F, Marquette, Michigan, a non-profit corporation organized and existing under the laws of the State of Michigan, (“UP RC&D”).

RECITALS

A. The Owners are owners of land located at the following address which is incorporated herein by reference as the (the “Property”).

Property Address _____

City/State/Zip _____

Home Phone _____ Cell Phone _____

Email Address _____

Parcel Number (located on your property tax bill) _____

B. The UP RC&D is a non-profit corporation whose mission is to foster partnerships among diverse stakeholder that support a healthy environment and economy for the Upper Peninsula.

C. The Property owned by the Owners is within the project area of the Great Lakes Restoration Initiative’s “Invasive Phragmites Control in Michigan’s Upper Peninsula” project, contains invasive plant species including non-native *Phragmites australis* and is a target area for invasive plant species control within the region.

D. The UP RC&D has received a grant from the National Fish and Wildlife Foundation (“NFWF”) for invasive plant control activities within the project area.

E. The UP RC&D and its partners, including county conservation districts, wish to undertake activities of invasive plant management on the Property, which will further healthy plant and wildlife populations and habitats and wildlife diversity.

NOW THEREFORE, the Owners authorize the UP RC&D, its partners and hired contractors to engage in invasive plant management activities on the Property under the following terms and conditions:

1. TERM. This agreement shall be in effect from the ___ day of _____ 2014 to the 31st day of December 2016, unless otherwise terminated as provided for herein.

2. INVASIVE PLANT MANAGEMENT. The UP RC&D, its partners, or its hired contractor shall have the right to enter the Property and manage invasive plants on the Property. Management techniques employed may include, but are not limited to, the ground application of herbicide (glyphosate and imazapyr) approved by the Michigan Department of Environmental Quality to control invasive plant populations on the Property, mowing live or dead standing invasive plant material, and the use of a GPS device to record information about the management activities conducted. Ground techniques may include, but are not limited to, the use of a Marsh Master amphibious vehicle, ATV, or backpack sprayer. The UP RC&D and its partners or contractors may install temporary signs as required by the permit to notify the Owners and public of the recent application of herbicide to the Property. The UP RC&D agrees to notify the Owners when activities conducted by the UP RC&D, its employees, partners or contractors are to take place on the Property.

The Owners agree to allow the treated areas to return to native, natural vegetation. The Owners agree not to introduce invasive plants or to plant crops or cultivated species within the treated areas on the Property.

Any activities on the Property done under this provision shall be at the option and expense of the UP RC&D. The Owners shall remain liable for all real property taxes and assessments and all other expenses pertaining to ownership of the Property.

The Owners further consent to the inspection of the activity site by the UP RC&D, the NFWF, and their respective employees and representatives as may be required for the UP RC&D's compliance with its grant requirements with the NFWF.

3. LIABILITY/INSURANCE. Throughout the duration of this agreement, the UP RC&D and any contractors shall carry a policy of liability insurance covering its activities on the Property described herein. At the request of the Owners, the UP RC&D shall provide the Owners with a certificate or other evidence that such insurance is in effect.

4. DISCLOSURE OF INFORMATION. The Owners acknowledge that data and location information (including without limitation geospatial data, species inventories, etc.) obtained by the UP RC&D on the Property will be submitted to the NFWF and other parties and may be further disclosed and disseminated. The Owners expressly grant permission to the UP RC&D to disclose and disseminate such information.

5. TERMINATION. Either party may terminate this agreement with or without cause by providing thirty (30) days written notice to the other party.

6. NOTICE. Where this agreement requires written notice or the submission of reports to the parties, these documents shall be hand delivered or mailed to the parties at the addresses set forth below:

The UP RC&D Council
129 W. Baraga Avenue, Ste F
Marquette, MI 49855

Landowner Name _____
Mailing Address _____
City/State/Zip _____
Telephone _____
Email _____

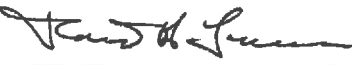
If notice is mailed, it shall be effective when deposited in the mail.

The UP RC&D may provide oral or electronic notices to the Owners of its schedule for activities as required pursuant to paragraph 2 of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first set below.

THE UP RC & D COUNCIL

OWNERS

By: 

Its: Chairman

Date: April 9, 2014

Date: _____

To Be Completed by UP Phragmites Project Personnel:

Waypoint Code _____ Has the infestation been treated in the past? _____

Describe the past treatment and any additional pertinent information: _____

Is landowner willing to pay for herbicide treatments on their own property? _____