

PROJECT SUMMARY SHEET

Lead Project Sponsor:

Wild Rice Soil Conservation District
8991 Hwy 32, Suite 2
Forman, ND 58032-9702
Phone: 701.724.3248 ext. 3
Federal Tax ID# 45-6002399
E-mail: Trace.hanson@nd.nacdnet.net
and Bonnie.anderson@nd.nacdnet.net
Fax: none
List names of co-applicants: none

State Contact Person:

Karlene Fine
Outdoor Heritage Fund Program
Sate Capitol 14th Floor
60 East Boulevard Ave. Dept 405
Bismarck, ND 58505
Phone: 701-328-3722
E-mail: kfine@nd.gov

MAJOR Directive:

Directive B. Improve, maintain, and restore water quality, soil conditions, plant diversity, animal systems and to support other practices of stewardship to enhance farming and ranching;

Additional Directive:

Directive A. Provide access to private and public lands for sportsmen, including projects that create fish and wildlife habitat and provide access for sportsmen;

Directive C. Develop, enhance, conserve, and restore wildlife and fish habitat on private and public lands.

Type of organization:

Tax-exempt, nonprofit corporation, as described in United States Internal Revenue Code (26 U.S.C § 501 (c))

Project Name:

Wild Rice River Restoration and Riparian Project Phase II

Abstract/Executive Summary:

The goal of the project is to achieve “fully supporting” status for the aquatic life and recreational wildlife use The Wild Rice River within Sargent County, 46 segment miles of impaired or threatened reaches, according to ND 2012 Section 303(d) list. The Wild Rice Soil Conservation District (SCD) goal is to reduce the mean annual concentration of sediment load; phosphorus and total suspended solids as well as reduce fecal coliform bacteria concentrations in these areas, by implementing the tool of Light Detection and Ranging (LiDAR) technology. The LiDAR technology will promote and help implement agricultural Best Management Practices.

The reduction of phosphorus, sediment will be accomplished through implementing Best Management Practice for reducing erosion and runoff from cropland, addressing the need for riparian areas, improving soil heath by implementing conservation measures that are deemed beneficial to improve water quality. This Wild Rice River Restoration and Riparian Project Phase II will focus on both sides of the corridor of the Wild Rice River.

Amount of Grant request \$26,500.00

Total Project Costs \$187,365.00

Amount of Matching Funds \$160,865.00

See Budget Attachment

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Source(s) of Matching Funds:

North Dakota Department of Health
Division of Water Quality
Section 319 Funding
Wild Rice SCD

Certifications:

I certify that this application has been made with the support of the governing body and chief executive of my organization.

I certify that if awarded grant funding none of the funding will be used for any of the exemptions noted on Page 1 of this application.

Narrative:

The Wild Rice Soil Conservation District was established in 1945.

Board Members: Bruce Speich Chairman, Joe Breker, Duayne Baldwin, Kent Carpenter, Roger Zetocha.
District Personal: Bonnie Anderson - Office Administrator, Trace Hanson - Watershed Coordinator,
Kelly Cooper - CCSP Farm Manger, Peder Gulleeson - District Technician.

Allen Colemer – Volunteer Garden Manager

Mission Statement: To work with the citizens of the Wild Rice Soil Conservation District to conserve and manage our natural resources for the benefits to present and future generations.

Current Programs

319 Watershed Program The goal of the project is to achieve “fully supporting” status for the aquatic life and recreational uses of the Wild Rice River within Sargent County by reducing the mean annual concentrations of sediment, phosphorus, and total suspended solids as well as reducing fecal coliform bacteria concentrations this will be accomplished through implementing Best Management Practices.

The Conservation Cropping Systems Project (CCSP Farm) is located on a 130 acre by Forman ND. The member of the board of directors composes of local producers in northeastern South Dakota and southeastern North Dakota. The CCSP Farm is a living classroom.

Garden Agriculture Tunnel Education (GATE) High Tunnel educated the public about soil health with living vegetation or cover crop, to teach the importance of reduced tillage. A visual example of water infiltration, erosion reduction, promotes mycorrhiza numbers on the roots of the crops.

Equipment the Wild Rice SCD rents to the public

Manure Compost Turner The practice can increase yields, influence crop diseases, and bring about changes in soil microbial life.

No-Till Drill No-till reduces erosion and runoff which protects the surrounding environment. No-till prevents the loss of valuable topsoil in which crops embellishment.

Pipe Plow Providing livestock with a separate watering source away from surface water (rivers, creeks and lakes).

Purpose of Grant:

Directive A. Provide access to private and public lands for sportsmen, including projects that create fish and wildlife habitat and provide access for sportsmen;

Directive B. Improve, maintain, and restore water quality, soil conditions, plant diversity, animal systems and to support other practices of stewardship to enhance farming and ranching;

Directive C. Develop, enhance, conserve, and restore wildlife and fish habitat on private and public lands.

The Wild Rice Soil Conservation District’s goal is to implement Phase II of the Wild Rice River Restoration and Riparian Project. Project Phase II will focus on both sides of the corridor of the Wild Rice River. The reduction of phosphorus, sediment will be accomplished through implementing Best Management Practice for reducing erosion and runoff from cropland, addressing the need for riparian areas, improving soil health by implementing conservation measures that are deemed beneficial to improve water quality. The monies I am requesting will be on the ground by 2016.

Attached Wild Rice Soil Conservation District Easement.

See Page 6, 7 & 8

Management of Project:

The easements Best Management Plan has been designed by the 319 Watershed Coordinator. The inspection and yearly inspection will be managed by the Wild Rice SCD.

Evaluation:

The Wild Rice SCD will identify grass species and compare to the planning data sheet for grass seeding. During the yearly inspection.

A year report will be report to North Dakota Department of Health, Division of Water Quality.

A year is submitted to the Wild Rice SCD Board.

Regular reporting, final evaluation and expenditure reports will be addressed to Outdoor Heritage Fund Program.

Financial Information:

Attached See.

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I certify that a project budget will be sent to the Commission.

Sustainability:

The easements are 10 to 15 years, at the end of the term the property will be reevaluated, and the Wild Rice SCD Board will make an assessment, following Natural Resource and Conservation Service (NRCS) stand and specifications for filter strips. At all times the Wild Rice Soil Conservation Board is looking for funding.

Partial Funding:

If this project is not fund to the request. The Watershed Coordinator will adjust the budget.

Wild Rice River Restoration and Riparian Project Phase II

Wild Rice Soil Conservation District

Project Expense	OHF Request	Applicant's Match Share (Cash)	Applicant's Match Share (In-Kind)	Applicant's Match Share (Indirect)	Other Project Sponsor's Share
Personnel				\$8,364	\$12,546
Fringe Benefits				\$1,714	\$2,570
Travel, Food & Lodging				\$493	\$740
Supplies				\$9	\$13
Rent/Utilities				\$184	\$276
Communications				\$213	\$320
Administration				\$1,169	\$1,754
Riparian Easement	\$26,500				\$39,750
Grass & Seeding			\$36,300		\$54,450
Total Project Costs	\$26,500	0	\$36,300	\$12,146	\$112,419

Easement
Wild Rice Soil Conservation District

This Easement("Easement"), is made by and between _____ whose address is _____ ("Grantor"), and the Wild Rice Soil Conservation District, a North Dakota political subdivision whose post office address is 8991 Hwy 32, Forman, ND 58032-9702 (the "District"), Grantee.

WHEREAS, the purpose of this Easement is to provide and enhance riparian lands in locations most likely to benefit and sustain water quality. Grantors, in exchange for compensation paid by the District, wish to provide the District with an easement for these purposes. This Easement does not grant any rights to the general public for access to or entry upon the lands described below.

WHEREAS, Chapters 47-05 and 4-22 of the North Dakota Century Code authorize the District to acquire easements on eligible lands to establish conservation practices to enhance water quality.

WHEREAS, the District has developed a water quality program, with the goal of achieving "fully supporting" status for the aquatic life and recreational uses of the Wild Rice River and its tributaries within Sargent County by the means of preventing and reducing water pollutions through the establishment of vegetative riparian buffer zones.

NOW, THEREFORE, for and in consideration of the total sum of _____ (\$ _____) the receipt and sufficiency of which the parties acknowledge, Grantors hereby grant, convey, and warrant to the District, its successors and assigns, an easement in accordance with the terms and conditions set forth herein for a term of 5 years on the following real property in Sargent County, North Dakota, containing _____ acres, more or less, identified as follows, is described:

A buffer of grass measuring approximately 100 to 300 feet on both sides of Property named
The Wild Rice River on _____

(the "Property"). This Easement is subject to all prior easements, roadways, and mineral rights of record.

Binding Effect. This Easement constitutes servitude upon the Property; this Easement will run with the Property; and this Easement binds Grantors, their heirs, successors, assigns, representatives, and lessees, and including successors in title.

Ownership. Grantors represent and warrant they are the sole owners of the Property in fee simple, including any and all mineral rights; they have good and marketable title to the Property; they have the authority and right to execute this Easement; and this Easement does not violate any mortgage or other interest held by any third party regarding the Property, or any portion of the Property.

Hazardous Substances. Grantors represent and warrant there are no hazardous or toxic substances, pollutants, or contaminants in, on, or under the Property. With the exception of reasonable and necessary application of government-approved fertilizers and pesticides, Grantors will not store or permit spillage, leakage, discharge, or application, of any hazardous or toxic substance, pollutant, contaminant, compost, or manure in, on, or under the Property, and including ground water, surface water, and subsurface soils.

Access to the Property. Grantors warrant the right of not giving access to the public for ingress and egress to the Property across adjacent or other properties of Grantors. Grantors grant the District the right of reasonable ingress and egress to, from, in, on, over, across, and through the Property to inspect the Property and to ensure compliance with the terms of this Easement.

Recreational Uses. Grantors expressly reserve the right to use the Property for reasonable recreational purposes, including, but not limited to, hunting, fishing, hiking, canoeing, and kayaking, as well as access to the Property for those purposes.

Obligations of Grantors. Grantors will comply with all terms and conditions of this Easement, including the following:

1. Grantors, their heirs, successors, assigns or leases, will manage the established native grass cover for purposes of water quality in accordance with the following Best Management Practice agreed to by the District and Grantors.

2. Without otherwise limiting the rights of the District granted in this Easement, the following activities and uses are prohibited on the Property:
 - a. Altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting, or otherwise destroying the vegetative cover except as described in the attached Best Management Practice;
 - b. Draining, dredging, channeling, filling, leveling, pumping, diking, impounding, grading, excavating, or related activities, as well as altering or tampering with ground control substances or devices;
 - c. Diverting or causing the diversion of surface or underground water into, upon, over, across, through, within, from, or out of the Property by any means;
 - d. Planting or harvesting any crops;
 - e. Grazing or allowing livestock on the Property except as described in the attached Best Management Practice;
 - f. Removing topsoil;
 - g. Dumping refuse, waste, sewage, soil, ashes, abandoned vehicles, appliances, machinery, garbage, rubbish, junk, equipment, or other debris; and
 - h. Building, constructing, locating, or placing any structures on the Property.
3. Grantors will control noxious weeds and pests on the Property by complying with noxious weed control laws, and will control pests as necessary to protect the public health.
4. Grantors will allow the District, through its authorized agents, access to the Property for purposes of inspection to verify compliance with the terms of this Easement.
5. Grantors will pay when due any and all real property and other taxes and assessments, if any, which may be levied or assessed against the Property.
6. Within 30 days of any sale or conveyance of the Property, or any portion of the Property, Grantors will notify the District, in writing, of the names and addresses of the new owner or owners.
7. Grantors are responsible for all maintenance to improvements on the Property (i.e. fences, gates, pumps, or wells), including any improvements paid for or cost-shared by the District,
8. With regard to all rights reserved by Grantors, including any activities not prohibited by this Easement, Grantors will minimize and prevent any potential damage to water quality. If Grantors believe or reasonably should believe the exercise of a right or any activity not prohibited by this Easement may have an adverse effect on water quality, Grantors will notify the District in writing before exercising the right or activity. If the District determines the exercise of the right or activity will, in fact, result in an adverse effect on water quality, Grantors will not exercise the right or activity without prior written consent of the District.
9. Grantors will not install, or allow any third party to install, any utility facilities, including lines, wires, pipelines, cables, and other associated facilities appurtenances, above or below ground, in, on, under, over, above, through, or across the Property, or any portion of the Property, without prior written consent of the District.

Violations and Remedies. If Grantors fail to comply with any provision of this Easement, the District may, immediately and without the need for any prior notice, enforce the provisions of this Easement in accordance with N.D.C.C. § 47-05-10 and may take any and all other available actions, in law or in equity, to enforce any of Grantors' obligations under this Easement. The remedies provided for in this Easement are cumulative and not exclusive, and are in addition to any and all other remedies available to the District under North Dakota law. Grantors will be responsible for all of the District's costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Easement, or incurred in litigating the terms or validity of this Easement.

