

**6115.1250 TERMS FOR WATER BANK AND LEASE AGREEMENTS.**

Subpart 1. **Agreement period and beginning date.** Agreement period and beginning date:

A. Eligible basins are placed in the state water bank program for a period of ten calendar years and under a lease agreement for, not to exceed, 20 calendar years.

B. The lease agreement is continuous and shall transfer with the property if ownership changes during the time of the lease agreement.

C. A water bank or lease agreement finalized during the current calendar year shall be effective January 1 of that year. Exception: in cases where compliance with the terms of agreement cannot be rendered during the current calendar year, the beginning date of the agreement shall be January 1 of the following year.

D. Water bank or lease payments for the first year of an agreement will be made as soon as possible after an agreement has been finalized. Payments for the duration of a water bank or lease agreement will be made on or about August 1 of each continuous year thereafter.

Subp. 2. **Terms.** Terms:

A. Waterbasins. In return for receipt of an annual payment the landowner must agree not to adopt any practice which would tend to defeat the purposes of the agreement. At a minimum, the designated basin may not be:

(1) Drained, burned, filled, clipped, or otherwise used in such a manner that would effect its wetland character. Exception: noxious weeds may be controlled by the landowner by spot clipping and spot spraying. If cutting is used the area should not be clipped closer than six inches so as to protect nesting wildlife.

(2) Harvested for agricultural purposes.

(3) Grazed.

(4) Used as a source of irrigation water.

(5) Used as a receptacle for draining other wetlands.

Exception: the commissioner may approve designated acreage to receive limited drainage waters if such use is in keeping with sound wetlands management and prescribed in a mutually agreed upon conservation plan.

B. Adjacent lands. On finding it desirable the commissioner may mutually agree with the landowner upon the amount and location of adjacent lands to include in the agreement. Up to one acre of adjacent land may be obtained for each acre of water basin. The commissioner may negotiate and outline a conservation plan for the water basin and

adjacent lands. Upon signing the agreement, the landowner shall agree to effectuate the wetland conservation and development plan. Terms that may be included are:

- (1) development of food and/or cover plots;
- (2) specified planting and harvesting dates;
- (3) areas desirable for permanent cover;
- (4) habitat improvement methods such as: clearing, tilling, reestablishment of former wetlands or the creation of new wetlands, fencing to protect the area;
- (5) advice on conservation and development practices; and
- (6) any other mutually agreed upon practice that would effectuate wetland conservation and development.

Subp. 3. **Signatures.** The agreement shall be on forms provided by the commissioner and shall be signed by the owner of the designated acreage, and the commissioner.

**Statutory Authority:** *MS s 103F.601; 103G.315; 105.392; 105.415*

**History:** *17 SR 1279*

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