Rule F Documents

This document contains three template Rule F instruments to encumber and protect wetlands and associated vegetated buffer areas located within designated Wetland Management Corridors (WMCs):

* Easement – [Page 2](#Easement)
* Declaration (for use on private property) – [Page 7](#Declaration)
* Maintenance Agreement (for use on public property) – [Page 14](#Maintenance_Agreement)

The applicant must edit the appropriate template instrument and insert terms specific to the applicant and the project. The proposed final document is subject to District review and approval. These instruments are legally binding and may substantially affect your rights and obligations. The District recommends that you consult with your attorney in preparing any of these documents.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Above Space is Reserved for Recording Information)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EASEMENT**

1. For the sum of one dollar and other valuable consideration, and as a condition to the issuance of Rice Creek Watershed District (“District”) permit number \_\_\_\_\_ issued pursuant to the duly adopted rules of the District, (Grantor’s full legal name) *[marital status if individual(s)]* (“Grantor”) hereby conveys to the District, a political subdivision of the State of Minnesota with powers and purposes set forth at Minnesota Statutes Chapters 103B and 103D, an easement on and under the parcel lying in (County Name) County, Minnesota, and legally described as follows:

*[insert legal description]*

(the “Property”).

2. Exhibit A, appended hereto and incorporated herein, delineates the area subject to this easement (“Easement Area”). This easement grants the District and its authorized representatives the right to enter the Easement Area to monitor, modify and maintain hydrological and vegetative conditions, including the right to:

a. Alter land contours and realign channels within the Easement Area.

b. Direct and redirect surface water flows; flood or drain lands, wholly or partly; and otherwise preserve surface flows through the Easement Area. This does not include the right to increase flood elevation, drain or redirect surface flows on or across any lands outside of the Easement Area.

c. Install, operate, maintain and remove structures to manage water flow and water elevation.

d. Plant, remove and otherwise manage vegetation through means including but not limited to mowing, weeding, use of approved herbicides and controlled burns.

e. Install, maintain and remove sign or markers identifying Easement Area boundaries or describing terms applicable to the Easement Area.

f. Install, operate, maintain and remove equipment to sample or monitor soils, surface water or groundwater, including appurtenances such as power supply for the equipment.

g. Ingress and egress, equipment staging and use, material stockpiling and other actions as reasonably necessary or convenient for the work described.

3. Grantor also conveys to the District and its authorized representatives the right to cross and recross the Property to reach the Easement Area. The route will be determined through mutual consultation, but will provide a reasonable means of access. If a route cannot be mutually determined after reasonable effort, the District may cross and recross in a manner that minimizes disruption and damage to the Property. The District will repair any damage to the Property.

4. Grantor reserves all rights and privileges associated with ownership of the Property except as specifically provided in this easement. Grantor will not place any structure or improvement within, on or under the Easement Area; remove, destroy, cut, mow or otherwise alter vegetation within the Easement Area, or apply fertilizers, herbicides or pesticides on or to the Easement Area; fill, excavate or otherwise alter land contours within the Easement Area; or place waste material, including waste vegetation, permanently or temporarily within the Easement Area. Notwithstanding, Grantor may:

a. With prior written approval of District staff, construct or install a structure or improvement for passive use of or recreation within the Easement Area;

b. Build, maintain and replace typical agricultural fences on and over the Easement Area if surface flows are not restricted;

c. Include the Easement Area or a part thereof within a subdivision as permitted by local ordinance for lot size or density purposes, provided that no alteration or development is permitted within the Easement Area except as elsewhere herein allowed, and no right conveyed to the District by this easement is diminished;

d. With prior written approval of District staff, install utility system components including, without limitation, water, sewer, power, fuel, and communications lines and related facilities;

e. With prior written approval of District staff, manage vegetation to prevent or control infestation, noxious weeds, disease, fire, personal injury or property damage, or to improve the hydrological function and value of the water resources within or associated with the Easement Area.

5. No one other than Grantor ***[identify any other parties holding interests affecting the Easement Area, for which a consent & non-disturbance must be executed and attached]*** holds any right, title or interest in the Easement Area or any part thereof.

6. This easement extends only to the District, its successors and assigns, and their authorized representatives and contractors, and grants no right of access onto or across the Property to any other party or member of the public.

7. This easement will run with and burden the Property in perpetuity, and bind thereby Grantor, Grantor’s successors and assigns, and all those who use the Property by right of the Grantor. This easement is appurtenant to the surface waters and related water resources lying on and proximate to the Property and the protection of which lies within the mandate and authority of the District pursuant to Minnesota state statutes.

IN WITNESS WHEREOF, this (Day) day of (Month) , 202\_.

(Grantor’s Legal Signature)

STATE OF MINNESOTA

COUNTY OF

The foregoing instrument was acknowledged before me this (Day) day of (Month), 202\_, by Grantor’s Full Legal Name) [marital status if individual(s)].

(Notary Signature with Seal)

Notary Public

This instrument was drafted by:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONSENT and NON-DISTURBANCE**

**Legal description of subject property:**

**[insert]**

\_\_\_\_\_\_\_\_\_\_\_\_ County, Minnesota

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the current holder and owner of a Mortgage, made and subscribed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, filed for record on **[insert date]**, as Document No. **[insert]**, in the Office of the County **[Recorder/Registrar]**, \_\_\_\_\_\_\_\_\_\_\_\_\_ County, Minnesota.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby consents to the attached Easement conveyed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Rice Creek Watershed District, and joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of the Mortgage, or other sale of the property described in the Easement under judicial or non-judicial proceedings, the same shall be sold subject to the Easement.

Signed and Executed this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

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

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[insert name and title]**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing Consent and Non-Disturbance was acknowledged before me this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

Notary Public

**[Maintain 3” top margin for recording]**

DECLARATION

THIS DECLARATION (“Declaration”) is made by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **[marital status if individual(s)]** ("Declarant") in favor of the Rice Creek Watershed District (“District”), a special purpose governmental subdivision with powers set forth in Minnesota Statutes Chapters 103B and 103D and drainage authority under Minnesota Statutes chapter 103E.

# RECITALS

WHEREAS, Declarant is the owner of real property within the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Minnesota, **[platted and]** legally described as:

**[legal description]**

(the "Property") and no one other than Declarant and **[name additional parties, if any, and attach consent and non-disturbance for each]**, has any right, title or interest in the Property; and

WHEREAS, the Property constitutes the entirety of the land to which District Permit # \_\_\_\_\_\_ applies; and

WHEREAS, Declarant desires to subject the Property to certain conditions and restrictions imposed by the District as a condition to issuance of District Permit # \_\_\_\_\_\_ for the benefit of the District and the owners of the Property.

NOW THEREFORE, Declarant makes this Declaration and hereby declares that this Declaration constitutes covenants to run with the Property in perpetuity, and further declares that the Property will be owned, used, occupied, and conveyed subject to the terms of this Declaration, all of which bind all persons owning or acquiring any right, title or interest in the Property, and their heirs, successors, personal representatives, and assigns, each during their period of ownership.

1. Wetland Buffer and Upland Habitat. Vegetated wetland buffer and upland habitat are established as delineated on the scaled site plan for the Property attached hereto and incorporated herein as Exhibit A. The wetland buffer and upland habitat are subject to the following terms:
   1. The wetland buffer and upland habitat will consist of vegetated land, consisting primarily of plant species native to this region, that is not cultivated, cropped, pastured, mowed, fertilized, used as a site for depositing snow removed from roads, driveways or parking lots, subject to the placement of mulch or yard waste, or otherwise disturbed, except for periodic cutting or burning that promotes the health of the wetland buffer or upland habitat, actions to address disease or invasive species, or other actions to maintain or improve wetland buffer or upland habitat quality, each as approved in writing by District staff. Declarant will maintain the wetland buffer and upland habitat in accordance with the vegetation management plan attached hereto and incorporated herein as Exhibit B.
   2. No above- or below-ground structure or impervious surface will be placed within the wetland buffer or upland habitat permanently or temporarily, except as follows:
      1. A structure may extend over or be suspended above the wetland buffer or upland habitat if the impact of any supports within the wetland buffer or upland habitat is negligible, the design allows sufficient light to maintain the species shaded by the structure, and, for wetland buffer, the structure does not interfere with the protection afforded by the wetland buffer.
      2. A public utility, or a structure associated with a public utility, may be located within a wetland buffer or upland habitat if the District has concurred in writing that there is no reasonable alternative that avoids or reduces the proposed intrusion. The utility or structure shall minimize the area of permanent vegetative disturbance.
      3. Wetland buffer or upland habitat may enclose a linear surface no more than 10 feet in width and, for buffer, no less than 25 feet from the delineated wetland edge for non-motorized travel if wetland habitat will not be measurably reduced.
   3. Wetland buffer may be disturbed to alter land contours or improve buffer function if the following criteria are met:
      1. An erosion control plan is submitted to the District under which: alterations are designed and conducted to expose the smallest area of disturbed ground for the shortest time possible; fill or excavated material is not placed to create an unstable slope; mulches or similar materials are used for temporary soil coverage; and permanent native vegetation is established as soon as possible.
      2. Wooded buffer and native riparian canopy trees are left intact;
      3. When disturbance is completed, sheet flow characteristics within the buffer are improved; average slope is no steeper than preexisting average slope or 5:1 (horizontal:vertical), whichever is less steep (preexisting slopes steeper than 5:1 containing dense native vegetation will not require regrading); the top 18 inches of the soil profile is not compacted, has a permeability at least equal to the permeability of the preexisting soil in an uncompacted state and has organic matter content of between five and 15 percent; and habitat diversity and riparian shading are maintained or improved.
      4. A re-vegetation plan is submitted to the District, specifying removal of invasive species and establishment of native vegetation suited to the location.
      5. For three years after the site is stabilized, the property owner will correct erosion, maintain and replace vegetation, and remove invasive species to establish permanent vegetation according to the vegetation management plan in Attachment B.
      6. Disturbance is not likely to result in erosion, slope failure or a failure to establish vegetation due to existing or proposed slope, soil type, root structure or proposed construction methods.
   4. Material will not be excavated from or placed in a wetland buffer or upland habitat, except for temporary placement of fill or excavated material pursuant to duly-permitted work in the associated wetland or upland habitat.
   5. The property owner will maintain permanent, free-standing identifying markers at the wetland buffer’s or upland habitat’s upland edge, with a design and text approved by District staff in writing. A marker will be placed at each lot line, with additional markers at an interval of no more than 200 feet. Monumentation in accordance with this standard will apply as well to any further subdivision or lot line adjustment of the Property.
2. Notice. Any notice under this Declaration will be sent by certified mail, return receipt requested, or delivered to the following address:

**[Declarant’s name & address]**

Declarant may change this address by a certified letter to the District referencing the permit number.

1. Recordation/Registration. Declarant will file an executed copy of this Declaration with the \_\_\_\_\_\_\_\_\_\_\_\_ County **[Recorder's Office/Registrar]**, with the filing cost to be borne by Declarant. This Declaration will be unlimited in duration without being re-recorded. The covenants and restrictions set forth in this Declaration are established for the benefit of the District as a public body and the benefit of appurtenant public resources, and are not intended as “private covenants, conditions or restrictions” within the meaning of Minnesota Statutes § 500.20.
2. Recitals. The recitals set forth above expressly are incorporated herein.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth.

**[INDIVIDUAL DECLARANT]**

**DECLARANT**

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

STATE OF MINNESOTA )

) ss.

COUNTY OF **[County]** )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (stamp)

Notary

**[CORPORATE OR PARTNERSHIP DECLARANT]**

**DECLARANT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its:­­­­­­­­­­­­­­­­­­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MINNESOTA )

) ss.

COUNTY OF **[County]** )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a **[business entity]** under the Laws of Minnesota, on behalf of Declarant.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (stamp)

Notary

This instrument was drafted by:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONSENT and NON-DISTURBANCE**

**Legal description of subject property:**

**[insert]**

\_\_\_\_\_\_\_\_\_\_\_\_ County, Minnesota

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the current holder and owner of a Mortgage, made and subscribed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, filed for record on **[insert date]**, as Document No. **[insert]**, in the Office of the County **[Recorder/Registrar]**, \_\_\_\_\_\_\_\_\_\_\_\_\_ County, Minnesota.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby consents to the attached Easement conveyed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Rice Creek Watershed District, and joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of the Mortgage, or other sale of the property described in the Easement under judicial or non-judicial proceedings, the same shall be sold subject to the Easement.

Signed and Executed this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

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

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[insert name and title]**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing Consent and Non-Disturbance was acknowledged before me this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

Notary Public

**MAINTENANCE AGREEMENT**

**Rice Creek Watershed District and the City of [CITY]**

This Maintenance Agreement (“Agreement”) is made by and between the Rice Creek Watershed District, a watershed district with purposes and powers set forth at Minnesota Statutes Chapters 103B and 103D (RCWD), and the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Permittee”).

**Recitals and Statement of Purpose**

WHEREAS pursuant to Minnesota Statutes § 103D.345, the RCWD has adopted and implements Rule F, Wetland Alteration;

WHEREAS Rule F imposes certain requirements, which Permittee will meet in this case by establishing and maintaining vegetated wetland buffer and/or upland habitat as identified and delineated on the site plan incorporated into this Agreement as Exhibit A;

WHEREAS in accordance with Rule F and as a condition of Permit \_\_\_\_\_\_\_\_\_, Permittee’s obligation to maintain this wetland buffer and/or upland habitat must be memorialized by a recorded maintenance declaration or, alternatively, a maintenance agreement establishing Permittee’s perpetual maintenance obligation;

WHEREAS Permittee and the RCWD execute this Agreement to fulfill the condition of Permit \_\_\_\_\_\_\_\_\_, and concur that it is binding and rests on mutual valuable consideration;

THEREFORE:

1.       The wetland buffer and upland habitat are subject to the following terms:

a.       The wetland buffer and upland habitat will consist of vegetated land, consisting primarily of plant species native to this region, that is not cultivated, cropped, pastured, mowed, fertilized, used as a site for depositing snow removed from roads, driveways or parking lots, subject to the placement of mulch or yard waste, or otherwise disturbed, except for periodic cutting or burning that promotes the health of the wetland buffer or upland habitat, actions to address disease or invasive species, or other actions to maintain or improve wetland buffer or upland habitat quality, each as approved in writing by RCWD staff.  Permittee will maintain the wetland buffer and upland habitat in accordance with the vegetation management plan attached hereto and incorporated herein as Exhibit B.

b.      Permittee will place no above- or below-ground structure or impervious surface within the wetland buffer or upland habitat permanently or temporarily, except as follows:

i.      A structure may extend over or be suspended above wetland buffer or upland habitat if the impact of any supports within the wetland buffer or upland habitat is negligible, the design allows sufficient light to maintain the species shaded by the structure and, for wetland buffer, the structure does not interfere with the protection afforded by the buffer.

ii.      A public utility, or a structure associated with a public utility, may be located within a wetland buffer or upland habitat if the RCWD has concurred in writing that there is no reasonable alternative that avoids or reduces the proposed intrusion.  The utility or structure must minimize the area of permanent vegetative disturbance.

iii.      Wetland buffer may enclose a linear surface no more than 10 feet in width and, for buffer, no less than 25 feet from the delineated wetland edge for non-motorized travel if wetland habitat will not be measurably reduced.  Trail edge mowing is not permitted.

c.       Permittee may disturb wetland buffer to alter land contours or improve buffer function if the following criteria are met:

i.      An erosion control plan is submitted to the District under which: alterations are designed and conducted to expose the smallest area of disturbed ground for the shortest time possible; fill or excavated material is not placed to create an unstable slope; mulches or similar materials are used for temporary soil coverage; and permanent native vegetation is established as soon as possible.

ii.      Wooded buffer and native riparian canopy trees are left intact;

iii.      When disturbance is completed, sheet flow characteristics within the buffer are improved; average slope is no steeper than preexisting average slope or 5:1 (horizontal: vertical), whichever is less steep (preexisting slopes steeper than 5:1 containing dense native vegetation do not require regrading); the top 18 inches of the soil profile is not compacted, has a permeability at least equal to the permeability of the preexisting soil in an uncompacted state and has organic matter content of between five and 15 percent; and habitat diversity and riparian shading are maintained or improved.

iv.      A re-vegetation plan is submitted to the District, specifying removal of invasive species and establishment of native vegetation suited to the location.

v.      For three years after the site is stabilized, the property owner will correct erosion, maintain and replace vegetation, and remove invasive species to establish permanent vegetation according to the vegetation management plan in Exhibit B.

vi.      Disturbance is not likely to result in erosion, slope failure or a failure to establish vegetation due to existing or proposed slope, soil type, root structure or proposed construction methods.

d.      Permittee will not excavate material from, or place material in, wetland buffer or upland habitat, except for temporary placement of fill or excavated material pursuant to duly-permitted work in the associated wetland or upland habitat.

e.      Permittee will maintain permanent, free-standing identifying markers at the wetland buffer’s or upland habitat’s upland edge, which may be markers flush to the ground, or breakaway markers of durable material, with a design and text approved by RCWD staff in writing.  A marker will be placed at each lot line, with additional markers at an interval of no more than 200 feet. Monumentation in accordance with this standard will apply as well to any further subdivision or lot line adjustment of the Property.

2. If Permittee conveys into private ownership a fee interest in all or any portion of the public property that is subject to this Agreement, it must require as a condition of conveyance, and enforce: (a) that the acquiring party record a declaration on the property incorporating the maintenance requirements of this Agreement; and (b) that recordation occur either before any encumbrance is recorded on the property or, if after, only as accompanied by a consent and non-disturbance executed by the encumbrance holder ensuring that the declaration will run with the land in perpetuity. If the Permittee conveys into public ownership a fee interest in all or any portion of the property that is subject to this Agreement, it must require as a condition of the purchase and sale agreement that the acquiring party accept an assignment of all obligations vested under this Agreement.

3. This Agreement is in force for five years from the date on which it is fully executed and will renew automatically for five-year terms unless terminated by the parties. This Agreement may be amended only in a writing signed by the parties.

4. The recitals are incorporated as a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RICE CREEK WATERSHED DISTRICT**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

RCWD Administrator

**CITY of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A - WETLAND BUFFER and UPLAND HABITAT AREAS

Exhibit B - VEGETATION MANAGEMENT PLAN

**Exhibit A**

**SITE PLAN**

**Instructions for Site Plan:**

* **Plan must be at scale adequately precise to allow wetland buffer or upland habitat boundary to be located in the field with +/- one-foot horizontal accuracy.**
* **Scale and three permanent benchmarks must be shown on the plan. Lot corners from a recorded plat are considered permanent.**
* **Plan must be in black and white, and show lot boundary and buffer/upland habitat delineation. Other contents not relevant to locating boundary in the field should be minimized. Aerial photograph layer must be omitted.**
* **Buffer/upland habitat areas must be labeled clearly.**