

Land Conservation Program
“Commitment of Interest” Agreement for Natural Area Easements
Tract ID # [redacted]

This Commitment of Interest Agreement (hereinafter referred to as the “Agreement”) is entered into between the County of Dakota, (hereinafter referred as the “County”) and [redacted] [enter landowner name and full address] (hereinafter referred to as the “Landowner”).

WHEREAS, Dakota County has established a Land Conservation Program (hereinafter referred to as the “Program”) to acquire permanent easements to protect land for natural area conservation purposes and other related benefits; and

WHEREAS, the Landowner has submitted an application to the County with the intent of selling an easement over all or portions of the Landowner’s property to protect land for natural area conservation purposes and other related benefits (hereinafter referred to as the “Easement”); and

WHEREAS, the County Board of Commissioners has given preliminary approval for the project and authorized staff to work with the Landowner to determine the fair market value of the Easement through an independent appraisal; and

WHEREAS, the County is prepared to commit significant public resources, including completion of an independent appraisal, title work, and expenditure of staff time for potentially acquiring an Easement on the Landowner’s property; and

WHEREAS, the Program requires the Landowner to submit a Seven Hundred Fifty Dollar (\$750) refundable, “Commitment of Interest” deposit to the County for the purpose of initiating the necessary steps to complete the conveyance of an Easement; and

WHEREAS, the County accepts from the Landowner, a sum of Seven Hundred Fifty Dollars (\$750) in refundable, “Commitment of Interest” deposit funds.

THEREFORE, in consideration of the exchange of “Commitment of Interest” deposit funds and agreement with the respective responsibilities described as follows:

1. County will initiate the following actions:
 - a. Arrange an on-site meeting between the County, Landowner, and an independent, professional appraiser (hereinafter referred to as the “Appraiser”) to discuss the Easement, limited options and the appraisal process.
 - b. Arrange and pay for an independent, professional appraisal of the fair market value of the Easement; said appraisal to meet all requirements of the Uniform Standard for Professional Appraisal Practice. The easement value, as determined by this appraisal, will be shared with the Landowner upon completion.
 - c. Complete an on-site environmental assessment (herein after referred to as the “Assessment”) of the proposed easement property to determine the existence, if any, of solid or hazardous waste, unsealed wells, non-functioning septic systems or any other environmentally related issue that currently or can negatively impact the natural resource values of the easement.
 - d. Complete a boundary survey, to determine the legal description and final acreage of the Easement.
 - e. Preparation of a preliminary and final Natural Resource Management Plan (hereinafter referred to as the “NRMP”) for the Easement area to be jointly developed, reviewed, and approved by the Landowner and the County, including an agreement describing priority activities, roles and responsibilities, financial contributions, and schedule for implementation, if any (hereinafter referred to as the Landowner Agreement”).
 - f. Preparation of a Property Report documenting the condition of the Easement property being conveyed to the County, to be reviewed and approved by the Landowner and the County.

2. Landowner will participate in the following actions:
 - a. Attend on-site meeting with the County and Appraiser to discuss the boundaries and terms of the Easement, limited options and the appraisal process.
 - b. Permit the Appraiser to access the subject property, at times pre-arranged with the Landowner, for the purpose of completing the appraisal; and permit County staff to conduct an Assessment, and complete a boundary survey, and permit County or contracted staff to develop the preliminary and final NRMP, and complete a Property Report.
 - c. Contact lenders or mortgage holders having a security interest in the subject land for the purpose of obtaining subordination agreements to place the Easement in a priority position over all other interests, except the interests of the fee owner.
 - d. Review and provide appropriate property documents such as Warranty Deed, Abstract, and/or Title Insurance to ensure that Landowner has clear title to the subject property and the property deed is free of any restrictions.
 - e. Agree to work with the County to acceptably resolve any environmentally related issues discovered during the Assessment.
 - f. Consult with legal, tax and financial advisors as Landowner deems appropriate to determine potential legal, tax and financial issues affecting the Landowner related to the proposed Easement transaction. Landowner acknowledges that the County will not provide such advice to the landowner in this matter.
 - g. Cooperate with the County and contracted staff, if necessary, in the joint development and approval of a preliminary and final NRMP, including a Landowner Agreement for the Easement area.
 - h. Cooperate with the County in completing and approving a Property Report prior to the conveyance of the Easement.
 - i. Landowner may obtain, at Landowner's sole cost, an appraisal separate from the appraisal obtained by the County from an appraiser of Landowner's choice.

3. The Landowner will be entitled to a full refund of the \$750 deposit in any of the following circumstances:
 - a. The County and the Landowner agree to the price and terms of the Easement and the County acquires the Easement on the property.
 - b. The County determines that the subject property will not be accepted into the Farmland and Natural Areas Program within eighteen months of the date of execution of this Agreement, unless extenuating circumstances delay the transaction.

4. This Agreement does not bind the County to purchase, nor bind the Landowner to sell the Easement. This Agreement sets forth the commitment of the Parties to work together in good faith to agree to a formal purchase agreement for the conveyance of the Easement. Any obligation to sell by the Landowner or purchase by the County will be set forth in a formal purchase agreement upon terms mutually agreeable to the parties.

The signed parties have executed this Commitment of Interest Agreement on the dates indicated below.

COUNTY OF DAKOTA	LANDOWNER
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Alan Singer, Land Conservation Manager Environmental Resources Department Date: _____	By: _____ Name Date: _____
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Georg T. Fischer, Director Environmental Resources Department Date: _____	By: _____ Name Date: _____