

Landowner Agreement No: ILPLO-18-3H

Cost Structure: FF03R7IL00

FXHC11210303TA0

PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT

This Landowner Agreement (Agreement), dated **01/15/2018**, between **Greg Popp** and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected for funding because the Landowner(s) share(s) a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

Greg Popp of 2813 E. 2150 North Rd, Iroquois, IL 60945, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in **Iroquois County, State of Illinois**, described as follows: all of, or within, **T27N R11W, Sec 15** (see attached map in Exhibit B. for details).

In signing this Agreement, the Landowner(s) join(s) as a participant in a wildlife habitat improvement program and grants to the USFWS and any other cooperators signing this Agreement authority to complete the habitat improvement project or the Landowner(s) may personally carry out management activities with financial or material support as described in attached **Exhibit A**. Any donation of supplies or equipment to the Landowner for carrying out the habitat improvements is included in **Exhibit A**. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner(s) or other parties as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on **01/15/2028**. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Landowner(s) terminate(s) the Agreement before its expiration, or if the Landowner(s) should materially default on these commitments, then the Landowner(s) agree(s) to reimburse the USFWS prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement. For these purposes, the total cost of the habitat improvements to the United States is agreed to be **\$5,231.72**.

Landowner:

The Landowners or his/her land manager, with legal authority over land management decisions, guarantees ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowners will notify the USFWS of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowners agree to allow access (with advance notice) to the USFWS to implement the project described in Exhibit A, and to monitor project success.

The Landowners retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the landowner must maintain the habitat restored under this award. Maintenance of restored habitat will consist of controlling any exotic vegetation invading the project area using mechanical and/or chemical methods, and manipulation of wetlands water levels to benefit wetland dependent wildlife (described in exhibit A).

At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowners. There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowners will be responsible for securing any necessary permits. Technical advice and support will be provided by participating agencies in the application for the permits. The Landowners agrees to identify USFWS contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

USFWS:

The USFWS will work with the Landowners throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice prior to accessing the Landowners property to implement the project described in the work plan, and to monitor project success.

The USFWS assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The USFWS does not assume jurisdiction over the premises by this Agreement.

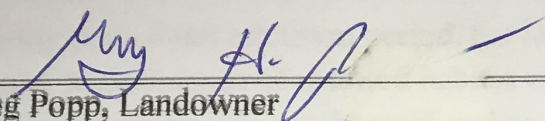
Spatial Information Sharing: In accordance with the Privacy Act of 1974, permission must

be obtained from the Landowner before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore, Landowner consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.

☐ I, the Landowner, consent to having spatial information about this project shared with other conservation cooperators

☐ I, the Landowner, do NOT wish to have any spatial information about this project shared with other conservation cooperators

Signatures:


Greg Popp, Landowner

5-6-2020

Date

BRIAN HIDDEN

Digitally signed by BRIAN HIDDEN
Date: 2020.04.28 10:38:45 -05'00'

Brian Hidden, USFWS Partners for Fish and Wildlife Program Biologist

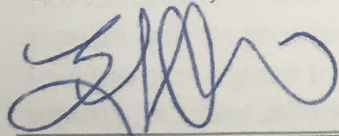
Date

MICHAEL BUDD

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Date: 2020.04.27 07:11:56 -05'00'

Michael Budd, USFWS Partners Program Project Leader

Date



4-30-2020

Erin Holmes, Illinois State Coordinator, Pheasants Forever

Date

EXHIBIT A

The habitat improvements described below are agreed to by **Greg Popp**, the USFWS, in a Landowner Agreement dated **01/15/2018**.

Landowner Contact Information:

Name: **Greg and Barbara Popp**
Mailing Address: **10315 S Troy St**
City: **Chicago** State **IL** Zip code: **60655**
Telephone Number: **(312) 218-2362**

Email: **gbpopp@comcast.net**

Description of Habitat Improvement Project and Objectives:

This funding will assist a private Illinois landowner restore wetland habitat. This project will restore valuable habitat for migrating and nesting waterfowl bolstering populations of game animals while providing valuable outdoor recreational opportunities. This ensures the great American outdoor heritage will persist as well as help bolster the local community's trust and support of the USFWS and federal government. This project is within an Illinois PFW focus area and will contribute to the 5 year strategic plan. This project is in close proximity to other proposed wetland projects and will aid in creating regional habitat continuity.

This PFW project will restore 1.5 acres of wetland habitat in Iroquois County, Illinois (Exhibit B) at the property described above. This project will compliment a Partners wetland project completed in 2015 on the north end of the property and add to habitat continuity in the region. The wetland area to be restored is currently characterized by woody encroachment, invasion of reed canary grass (*Phalaris arundinacea*), and a newly installed drain tile on the neighboring property. The new drain tile on the neighbor's property now drains the wetland area that was historically seasonally inundated. This project involves dirt work to restore hydrology to the seasonal wetland.

Wetland ecosystems have been severely degraded or effectively removed from the Illinois landscape since European settlement. Today, less than 10% of Illinois wetlands remain and those that do are often degraded from agricultural practices and altered hydrology. The reduction of wetland habitat has led to declines in wetland dependent species such as lesser yellowlegs (*Tringa flavipes*), semipalmated sandpiper (*Calidris pusilla*), and eastern prairie fringed orchid (*Platanthera leucophaea*). This project will allow the landowner to mimic historic wetland hydrology through installation of a berm and water control structure installed by a contractor chosen by the landowner.

USFWS will:

The USFWS Partners biologist will develop a detailed restoration plan for the entire term of the 10 year agreement. The USFWS will provide the landowner cost-share, as outlined in the budget, for wetland restoration construction activities and supplies. A Partners Program field biologist

will provide detailed guidance throughout the term of the agreement to include identification and removal of invasive and undesirable vegetation, use of herbicide and its application, implementation of best management practices, provide on-site guidance to the wetland installation contractor, and monitor and provide management recommendations to the landowner.

The Landowner(s) will:

Landowner will be responsible for contractual costs not covered by the USFWS detailed in the budget table.

Wetland:

Spring or fall 2018: Contract installation of berm and water control structure as specified by Partners program biologist. Contractor will give the partners biologist sufficient notice to schedule on-site instructions for installation of berm, spillway, and water control structure.

Spring or fall 2018 and 2019: Remove undesirable trees (anything but oak), while leaving approximately 6 trees/acre >12" diameter at breast height (dbh). Herbicide treatment of stumps will not be necessary if trees are leveled using heavy equipment. Refrain from removing trees >3" dbh between April 1st and September 30th to ensure no Indiana bats will be disturbed. Be sure to leave all oak trees intact.

Treat reed canary grass using 5% aquatic rated glyphosate solution at a rate of 2.5 quarts/acre. Extreme care must be taken to identify and avoid conditions promoting herbicide drift into non-target areas. Avoid spraying within 24 hours of forecasted precipitation. Follow all herbicide label directions for safe use and handling. The label is the law.

Summer and Fall 2018- remainder of agreement: Insert stoplogs into water control structure every 2-3 weeks beginning in August to collect water for autumn migrating waterfowl and shorebirds.

Spring and summer 2018-remainder of agreement: Monitor water level and begin removing stoplogs on the last average frost date (~April 23rd for Iroquois County) if water level does not recede naturally. Remove one stop log every 2-3 weeks after the first stoplog is removed if water level does not recede naturally. It should be noted that slower drawdowns tend to favor vegetation beneficial to dabbling ducks during fall migration. Consult with Partners program biologist if undesirable vegetation begins to dominate wetland basins during the drawdown period. NOTE: Only aquatic rated herbicides such as Rodeo should be used to treat undesirable or invasive vegetation in or around wetlands. Wetlands should be entirely drawn down every three years and disked to minimize invasion of undesirable woody species such as Eastern cottonwood (*Populus deltoides*), willow (*Salix spp.*), and maple (*Acer spp.*).

Remaining agreement period: Continue to monitor for reemergence of undesirable vegetation and spot spray 2% glyphosate solution where necessary.

Remainder of Agreement Period:

Continue to monitor the entire project area for invasive and undesirable vegetative growth

throughout the agreement period. Consult with a Partners program biologist if invasive vegetation becomes difficult to manage or with questions about wetland drawdown timing. Do not allow any woody vegetation to begin growing on the wetland berm as this can create future issues with water retention in the wetland basin.

Other Partners: Pheasants Forever

Overlap/Duplication Statement:

There is no overlap between the proposed project and any other active or anticipated projects in terms of activities, costs or time commitment of key personnel. Further, the proposal submitted for consideration under this program is not in any way duplicative of any proposal that was/will be submitted for funding consideration to any other potential funding source (Federal or non-Federal).

Pre-award Cost Statement:

Pre-award costs are not requested for this project.

Indirect Cost Statement:

I am an individual and do not have an indirect cost rate; all costs will be charged directly.

Single Audit Statement:

Not required to submit an A-133 report for the most recently closed fiscal year

NEPA Statement:

As a condition of award, the Recipient and any sub-recipient(s) must not begin any potentially impactful work related to this award until the Service has notified you in writing that such work can begin. Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

Other Statements:

Work should not begin on this project until the Service has notified you in writing, in the form of an Award Letter, that the project has been approved. Any costs incurred before receiving an Award Letter are subject to not being reimbursed through this agreement.

Budget Table:

Object Class Categories ^a	Contributing Partners				
	Landowner	USFWS Partners Program	USFWS Other Programs	Pheasants Forever – Habitat Stamp	Totals
Personnel	\$	\$757.92	\$	\$	\$757.92
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$	\$112.80	\$	\$	\$112.80
Equipment	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$
Contractual	\$2,650.00	\$	\$	\$1,500.00	\$4,150.00
Other (In-kind)	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
Totals	\$2,650.00	\$870.72	\$	\$1,500.00	\$5,020.72

^a The total cost-share by the Cooperator, Service and Landowner must remain the same, however allocations by category may be redistributed upon prior approval by the Service

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

Budget Narrative / Project Budget Estimates:

Personnel and Travel: USFWS

Salary – Private Lands Biologist (2 days @ \$195/day).....\$390.00
Salary – State Coordinator (1 day @ \$367.92/day).....\$367.92
Estimated full (2 round trips = 48 gallons @ \$2.35/gallon).....\$112.80
TOTAL.....**\$870.72**

Contractual: Pheasants Forever Habitat Stamp

Dirt work (berm, structure, and pipe installation).....\$1,500.00
Total.....**(\$1,500.00)**

Contractual: Landowner

Dirt work (berm, structure, and pipe installation).....\$2,650.00
Total.....**(\$2,650.00)**

TOTAL Estimate: \$5,020.72

EXHIBIT B
MAPS OF PROJECT AREA

Landowner: Greg and Barbara
Popp County: Iroquois
Date: December 29th 2017

Practice: Wetland
Location: -87.596 40.823
Assisted By: Brian Hidden



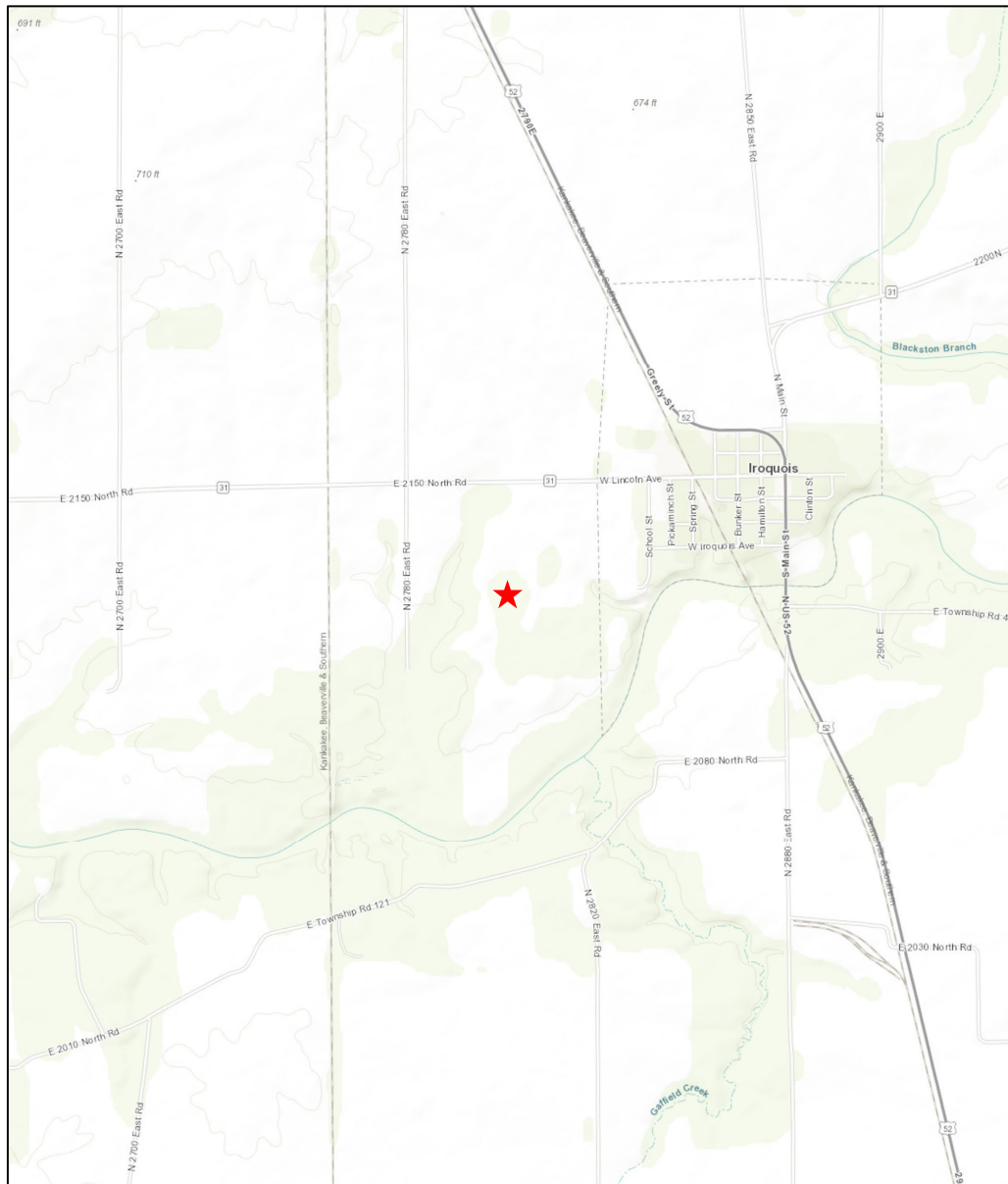
40
Yards

Wetland Basin



Landowner: Greg and Barbara Popp
County: Iroquois
Date: December 29th 2017

Practice: Wetland
Location: -87.596 40.823
Assisted By: Brian Hidden



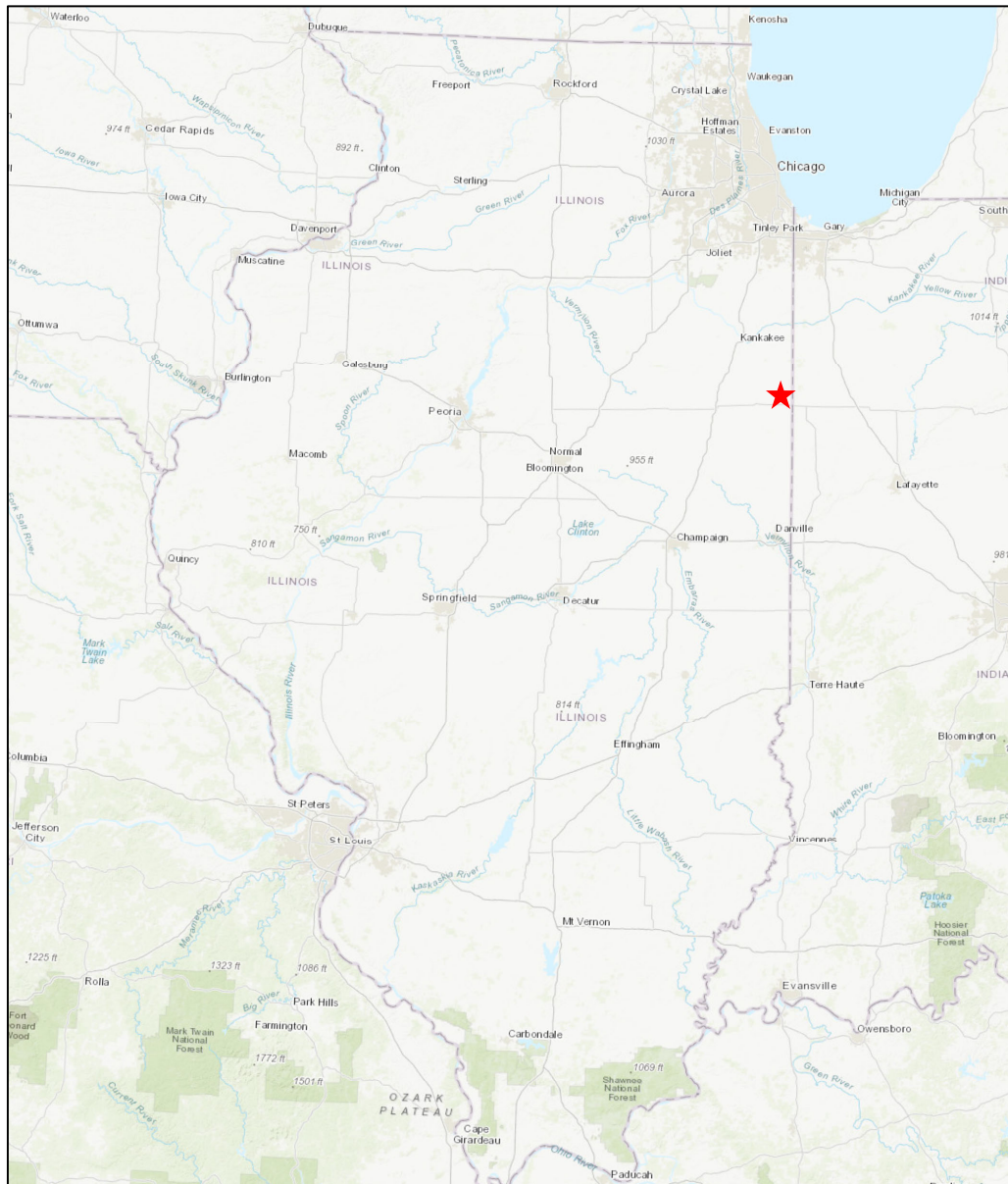
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Miles

★ Project Location



Landowner: Greg and Barbara Popp
County: Iroquois
Date: December 29th 2017

Practice: Wetland
Location: -87.596 40.823
Assisted By: Brian Hidden



60
Miles

★ Project Location

