



Acquisition Grant Project Procedures

**GRANTS MANAGEMENT
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
P.O. BOX 30425
LANSING, MI 48909-7925**

Phone: 517-284-7268

DNR-Grants@Michigan.gov

Michigan.gov/DNRGrants

MiGrants online application website: MiGrants.Intelligrants.com

Table of Contents

Introduction	1
General MiGrants Information.....	2
Project Recommendation	2
Preparing for the Project Agreement.....	2
Progress Reports	3
Step 1: Project Agreement.....	4
Issuance of Project Agreements.....	4
Executing a Project Agreement.....	5
Submitting a Project Agreement.....	7
Step 2: Pre-Appraisal Documents	8
Environmental Due Diligence and Environmental Assessment.....	8
40-Year Title Search	10
Submitting Pre-Appraisal Documents.....	11
Step 3: Appraisal(s)	12
Submitting Appraisal(s).....	12
Step 4: Property Acquisition and Grant Closeout.....	13
Notifying the DNR of the Proposed Closing Date	13
Purchasing the Property.....	13
Submitting the Escrow Closing or Reimbursement Package	15
Escrow Closing.....	15
Reimbursement Closing	17
Tax Proration Example	19
Final Payment.....	20
Submitting Final Payment Request.....	20
Project Changes and Amendments.....	21
Changes to the Project Area	21
Inability to Purchase Mineral Rights to the Property	21
Project Period Extensions.....	21
Grant Withdrawal Requests.....	21
Post-Project Completion Obligation and Program Recognition.....	22

Plaque Requirements 22

Program Recognition..... 22

Conversions 23

Appendix A: Map of Grant Coordinators’ Regional Assignments..... 24

Appendix B: Example Resolution from Local Governing Body Accepting a Grant 25

Appendix C: Appraisal Report Standards..... 27

Appendix D: Preparing a Declaration and Notice 35

Appendix E: Mineral Royalty Interest Deed..... 37

Introduction

This booklet is provided to assist communities and their consultants in completing an acquisition project that has been approved to receive a grant from the Michigan Department of Natural Resources (DNR) under the Michigan Natural Resources Trust Fund (MNRTF) program. The instructions found in this booklet should be thoroughly reviewed by the grantee, their consultant(s), and any other individuals responsible for the acquisition.

The MNRTF grant program is administered by DNR Grants Management Section. Each project is assigned to a DNR grant coordinator to assist at each stage of the project. This will help to ensure a successful completion and long-term contribution to Michigan's recreation estate. Please contact the assigned grant coordinator for your region with questions during any stage of the project (contact information can be found in Appendix A).

The land acquisition procedures of the MNRTF are based on the policies of the Michigan Natural Resources Trust Fund Board, the policies and procedures of the DNR, the Natural Resources and Environmental Protection Act (1994 PA 451) and other state laws and regulations. All projects approved for an acquisition grant must meet the following requirements, which are more fully explained in the following chapters of this booklet:

- **Exclusive use of the property for public, outdoor recreation purposes.** Land acquired with MNRTF assistance and any recreation facilities on that land, as well as land and water access ways, must be open to the general public and maintained for public outdoor recreation in perpetuity (Board Policy 94.1).
- **Willing seller.** The MNRTF operates under the principle of willing seller/willing buyer and does not participate in the acquisition of land through eminent domain. All aspects of the sale must be voluntary on the part of the landowner(s) (Board Policy 00.3).
- **Clear title to the property.** Properties purchased with grant assistance must generally be free from restrictions such as liens, easements, encumbrances, leases, covenants, reversionary clauses and use restrictions that would impact recreational or resource protection value. In addition, any encroachments or boundary disputes with neighboring landowners must be resolved to the satisfaction of the DNR prior to appraisal.
- **Mineral rights.** The grantee is expected to acquire and retain mineral rights along with surface rights when purchasing property with MNRTF assistance. When the property is over five acres in size, your agency will need to deed the DNR a nonparticipating minimum 1/6th overriding royalty interest in all acquired mineral rights.
- **Human health and environmental safety.** The MNRTF will not assist in the purchase of property that contains a level of contamination that would cause the property to be unacceptable for its planned development and use or that would have an unacceptable negative impact on the overall public recreation and/or resource protection values of the site (Board Policy 93.1). In some instances, where cleanup to an acceptable level is underway or planned, a project may still be feasible. Contact your grant coordinator to discuss this situation if it applies to your project.

MNRTF acquisition grants are given a **two-year timeframe** to be completed once a project agreement has been issued. The property owner should be aware of the project timeline. The grantee (and any consultants) should do their best to stay on schedule.

Figure 1: Example of a grant project timeline

Action	Expected timeframe
<i>Project recommendation</i>	December 2026
<i>Incur costs for pre-appraisal</i>	>January 1, 2027
<i>Step 1: Project agreement</i>	June-July, 2027* Tentative based on legislative approval
<i>Step 2: Pre-appraisal</i>	September, 2027
<i>Step 3: Appraisal</i>	November, 2027
<i>Step 4: Property acquisition and grant closeout</i>	January-June, 2028
<i>Project agreement expires (if not already closed)</i>	June-July, 2029

General MiGrants Information

MiGrants is the online grant system used to manage DNR recreation grants. MiGrants can be accessed at <https://migrants.intelligrants.com/>. More information about MiGrants, including registration instructions are available at: [MiGrants](#)

Within MiGrants, each community will need to designate an Authorized Official. This person should be in a leadership position that has the authority to sign on behalf of the community and legally commit to grant obligations. The Authorized Official and anyone else who is added to the grant document in MiGrants will receive system generated e-mails when there is a status change and may also receive e-mails from the grant coordinators.

Do not reply to any email notifications from MiGrants. System messages will come from the e-mail address noreply-migrants@michigan.gov. If you receive an email, this may mean that additional information is required, and it may direct you to complete additional steps or pages on the website.

Project Recommendation

When you receive notification from the DNR informing you that your project has been recommended for funding, this means that the MNRTF Board has *recommended* your project for funding. However, this notice does not mean a formal grant offer is being made. The formal grant offer is made via issuance of a project agreement after funds are appropriated by the state legislature and signed into law by the Governor. This process can take three to six months after you receive notification of recommendation.

Preparing for the Project Agreement

While you are waiting for the DNR to issue your project agreement, there are several things you can do to ensure timely completion of your project.

Prepare a legal description and boundary map of the project area

As soon as you're notified that the project is recommended for funding, prepare a legal description and boundary map. These two items define the area encumbered by the project agreement. You will be obligated to dedicate the project area to public outdoor recreation **in perpetuity**. Refer to the project agreement chapter for boundary map and legal description requirements.

Documentation of secure funding

For an escrow closing, you will need to provide documentation that you have funds available for your match amount plus 10 percent of the reimbursement amount. You may be asked to provide advance documentation to show that you have the required funds on hand or can readily obtain them. If you choose to be reimbursed after closing, you will need to provide 100% of the funds needed at closing (prior to requesting reimbursement).

Pre-appraisal documents

Beginning in January, after a project has been recommended for a grant, the grantee may begin to incur costs associated with the environmental due diligence and 40-year title search. Please note these expenses are at your own risk. These and any other costs incurred before executing a project agreement will be considered an eligible cost only if the Legislature appropriates the funds and the project is completed in accordance with program procedures.

Appraisal

Do not begin the appraisal until due diligence and a 40-year title search on the property have been completed and approved by the DNR and your project agreement has been executed by both parties. See Step 3 for details.

Progress Reports

Once the grant agreement is fully executed, the grantee must submit a progress report to the DNR every 180 days during the project period. An email and MiGrants notification will be sent to the Authorized Official and Agency Staff as progress reports are due.

DNR reporting of fiscal year expenditures

The DNR is required by law to report all expenditures within each fiscal year, which ends Sept. 30. For you, this means that in August you will receive an email and MiGrants notification requesting a progress report, including an end of fiscal year financial estimate. Estimate, as closely as possible, all project expenses made or expected between Oct. 1-Sept. 30 of that fiscal year.

Step 1: Project Agreement

The project agreement details the responsibilities of the DNR and the grantee in completing the project and maintaining it over time. Upon its execution -- signed by both the grantee and the DNR -- it is a legally binding and enforceable contract. As noted previously, a community that has been recommended to receive a grant has not been made an official grant offer until a project agreement is issued. That grant offer is considered accepted when the agreement is executed.

Project agreements are developed by the DNR and are non-negotiable. They define the following:

- Timeframe for project completion, which is two years from the date the project (grant) is approved and funded by the DNR. This is referred to as the “project period.”
- The “project area,” which is the park or geographic area to be acquired with grant assistance.
- Maximum grant amount, which is the fundable portion of eligible costs as determined by the grant percentage specified in the approved application.
- Closing option chosen by grantee: Two options are available for completing a land acquisition project. You will need to indicate on the project agreement whether you intend to:
 - a.) Acquire the property using the escrow closing process, OR;
 - b.) Purchase the property (after DNR approval of the market value) with your own, donated or borrowed funds and then request reimbursement after closing.
- Reimbursement requirements, including the deadline for submitting a final reimbursement request.
- Escrow closing requirements.
- Acquisition procedures, including a requirement that the grantee follow the procedures set forth in this booklet.
- Grantee’s obligation to ensure the project meets all local, state and federal laws and regulations.
- Grantee’s long-term obligations, most importantly the obligation to keep the project area in public outdoor recreation use in perpetuity.
- DNR’s rights in response to violation of the project agreement, including termination of the agreement and requiring the grantee to repay grant funds received and/or to pay damages.

Issuance of Project Agreements

Project agreements are issued to grantees via MiGrants within approximately 30 to 60 days of grant funding being made available. Within 60 days of issuance of the project agreement, grantees must submit the project agreement documents in MiGrants. The project agreement can be downloaded on the project agreement page of the grant in the MiGrants system.

Executing a Project Agreement

Signed project agreements and supporting documents are submitted in MiGrants. The following sections describe the supporting documentation.

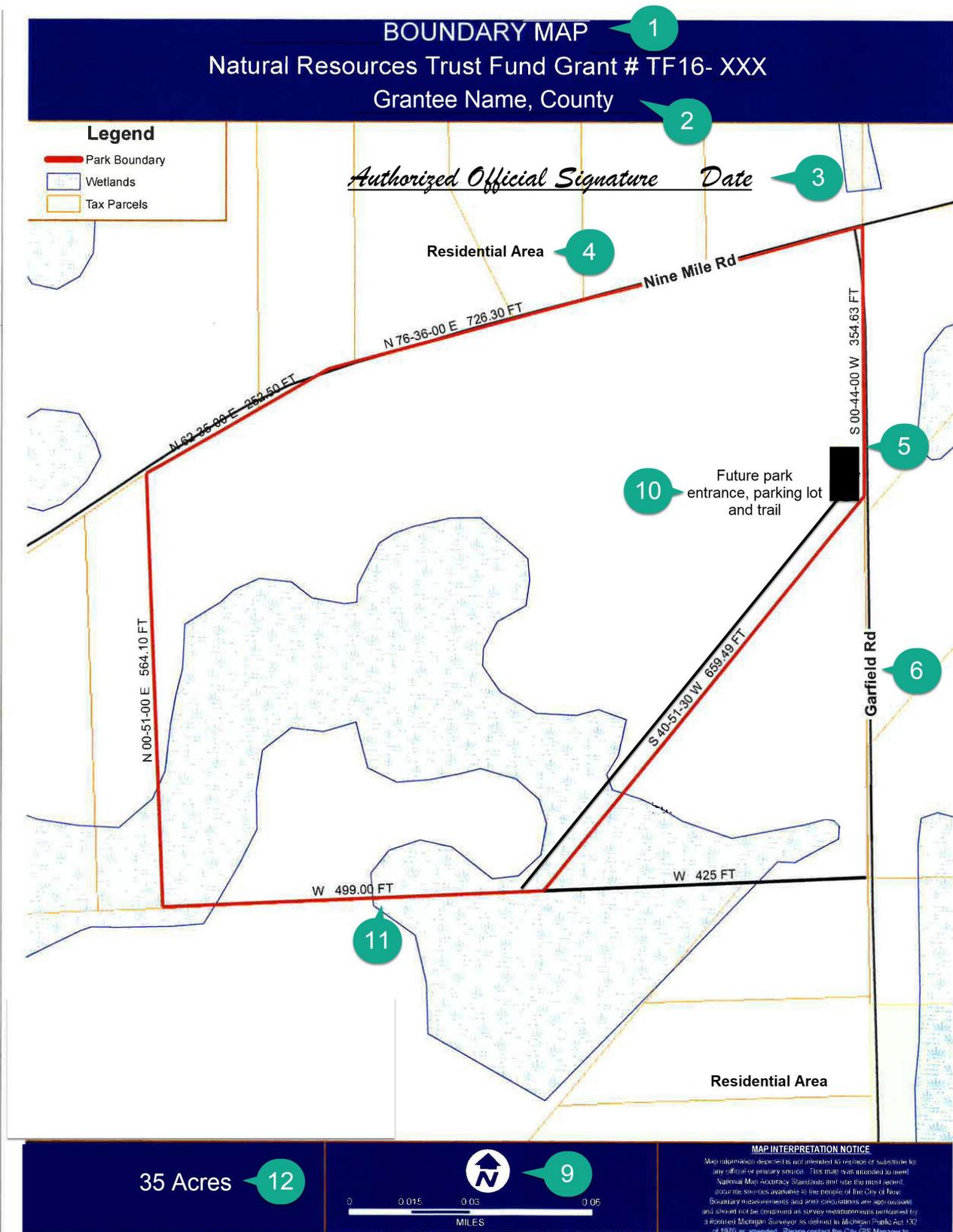
Boundary map of the project area

The project area identified in the legal description and shown on the boundary map defines the property you intend to acquire with grant assistance. For some projects where a smaller parcel or an inholding is being acquired within or adjacent to existing parkland, the grant encumbrance will cover the larger park area. A boundary map and an addendum specific to this situation will be used when applicable. Contact your grant coordinator with any questions if you feel this provision may apply to your project.

Boundary maps must match the legal description and clearly define the boundary of the area to be encumbered. The following must be included on the boundary map. See Figure 2 for an example.

1. Clearly labelled "Boundary Map"
2. Grantee name, county name, project name, and grant number
3. Signed and dated by the legally authorized representative of the grantee
4. Adjacent land uses including adjacent parks or public land
5. The project boundary area must be **outlined in red** and any easements outlined in green
6. Permanent landmarks labeled, such as streets and water bodies
7. If applicable, identify any pre-existing indoor facilities that do not support outdoor recreation and exclude them from the boundary
8. The location of any environmental intrusions and easements on or adjacent to the park site. Examples include overhead wires, railroad tracks and utility substations. Intrusions and easement(s) may be shown on a separate map from the boundary map if this provides for a more legible end product.
9. A north arrow.
10. Identify any existing and/or proposed development.
11. Dimensions of the boundary lines if included within the legal description
12. Total acreage.

Figure 2: Example Boundary Map



Legal description of the project area

The legal description defines the park or geographic area to be acquired with grant assistance. It can be an excerpt from the original deed to purchase the property or a formal survey, but in either case, it must match the boundary map. If any portions of the project area are to be excluded due to non-recreation uses or otherwise, the legal description must reflect these deletions and describe only the actual project boundary. Label the legal description page with the grantee's name, project name and grant number.

Resolution

The local governing body must pass a resolution accepting the terms of the agreement and committing to the match. A template for the resolution is provided with the agreement and included in this booklet in Appendix B. The DNR will not execute the agreement without a proper resolution by the local unit's governing body accepting the grant and committing to the local match and terms of the agreement. The resolution must include the name of the project and the grant number. The resolution must be certified to verify its authenticity.

Grantee's representative

The person designated as the grantee's representative should be available to handle the day-to-day authority for the project and routinely interact with the grant coordinator. They do not need to be the same person who signs the agreement; however, they should be authorized to handle all routine correspondence pertaining to project completion. They must be registered in MiGrants as a member of your organization and added to the grant document.

Submitting a Project Agreement

The project agreement and supporting documents must be submitted in MiGrants. The training manual in MiGrants includes detailed steps for submitting the project agreement.

The Authorized Official must change the status of the grant document to submit for DNR review. Agreements are generally executed by the DNR within two weeks of the DNR receiving all the required materials. A MiGrants email will be sent when the DNR has approved the project agreement.

It is important to note that the two-year project completion timeframe (the project period) begins when the project agreement is issued. Project agreements must be executed by both parties prior to incurring project costs except for the 40-year title search and environmental due diligence. Delays in executing the project agreement will reduce the amount of time available for completion of your project.

Step 2: Pre-Appraisal Documents

Once the project agreement is fully executed, go to the pre-appraisal documents page to submit required documents in MiGrants. Pre-appraisal documents include the 40-Year Title Search and environmental due diligence. For expediency, while waiting for your project agreement, the pre-appraisal documents can be emailed to your grant coordinator for review. However, you will still be required to upload these documents once the project agreement is executed.

Environmental Due Diligence and Environmental Assessment

The MNRTF Program will not assist in the purchase of any property which is found to contain a level of contamination that, upon determination of the DNR or EGLE, would render the property unacceptable for its planned development and use or that would have a measurably negative impact on the overall public recreation and/or resource protection values of the site. The Grantee will conduct environmental due diligence and/or environmental assessment processes to make a determination regarding the presence and/or level of contamination on site.

Background

Due diligence will assist the Grantee in determining if the property is a “facility”. Under Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, a property is termed a “facility” if it is contaminated by any hazardous substance - measured in the soil or groundwater - at a level above the state’s cleanup criteria for residential property, which is the state’s most protective cleanup criteria.

We strongly recommend that you contact the Remediation and Redevelopment Division of the nearest EGLE office to obtain the most current information on due diligence. For office locations and additional information, visit the EGLE website or call the EGLE Environmental Assistance Center at 800-662-9278.

Process and grantee determination

Environmental due diligence is a combination of procedures and investigation undertaken by the Grantee to assess potential liabilities and problems before the acquisition of real property. The amount of inquiry and associated documentation needed is determined by the Grantee. Supporting documentation of due diligence for property where the Grantee chooses not to conduct in-depth soil and water assessments typically includes a letter from the Grantee, on municipality letterhead, that documents:

- the Grantee has reviewed readily available public records regarding past uses of the property, and
- the Grantee interviewed the landowner and/or other knowledgeable persons about any known environmental conditions on the property, and
- the Grantee has walked through the property to look for obvious signs of potential contamination, and
 - For example, abandoned tanks or containers, stained soil, or stressed vegetation.
- based on the findings of the above activities, the Grantee has determined that the property is not a “facility”

If you cannot or do not want to make a determination on environmental conditions of the site based on information above, you can hire an environmental consultant to conduct the appropriate level of due diligence necessary to make a determination. Examples of documentation by the environmental consultant may include either:

- Phase I Environmental Site Assessment (ESA): If the assessment identifies no Recognized Environmental Conditions (RECs), due diligence is complete. If the Phase I identifies RECs, a Phase II ESA should be conducted to assess the RECs identified in the Phase I ESA.
- Phase II ESA: If the Phase II ESA, which includes soil and/or groundwater sampling, does not identify contamination above the state’s most protective cleanup criteria, due diligence is complete. If the Phase II ESA does identify contamination above the state’s most protective cleanup criteria, the property is determined to be a “facility”. **At this point, you should contact your grant coordinator to identify next steps, as additional reports are going to be required to determine if the property is safe for the intended public outdoor recreation use.**

No matter what level of environmental due diligence you complete, you will need to submit to DNR Grants Management a summary of the information you have gathered, along with a statement (signed by you, the grant applicant, not your environmental consultant) that you have determined, based on the information gathered, that it is reasonable to conclude that either:

1. Based on the due diligence, the **property is not a facility** as defined in Part 201.

OR

2. Based on the due diligence, there is known contamination, and the **property is a facility**. As noted above, Grantees should contact their grant coordinator for additional guidance as soon as they become aware that the property is a facility.

The DNR Grants Management staff does not approve the results of your due diligence or make any determination as to its adequacy, but rather determines whether you have submitted the appropriate documentation for the amount of inquiry you have chosen to undertake. The determination that a property is or is not a facility must be made solely by you, the grant recipient.

Environmental assessments costs

Up to 5% of the market value of the property (including those costs incurred prior to execution of a project agreement) are eligible for reimbursement if the project is completed and the cost can be covered by the awarded grant amount. The cost of cleanup actions needed to make a property safe for recreational use and to comply with state law is not reimbursable under the MNRTF program.

Additional resources

If you do suspect contamination on the proposed property, brownfield grants and loans are available from EGLE for projects that promote economic development and reuse of brownfield properties. Grants and loans can be used for environmental assessments and cleanups at properties with known or suspected

contamination. For office locations and additional information, visit the EGLE website or call the EGLE Environmental Assistance Center at 800-662-9278.

40-Year Title Search

MNRTF grantees are required to obtain fee simple title (or easement in some cases) to the entire project area. Such title must generally be free from restrictions such as liens, easements, encumbrances, leases, covenants, reversionary clauses, or use restrictions. In order to determine what restrictions exist on the property, it is necessary to conduct a 40-year title search.

A copy of the title search report prepared and signed by the title company, copies of the current deed(s), and copies of all documents pertaining to the search must be submitted to Grants Management for evaluation. When purchasing a former railroad corridor, it is not necessary to submit copies of the original deeds acquired by the railroad company to assemble the corridor, unless they contain clauses that could potentially affect the recreation use of the property.

Submit for all properties, licenses, leases, easements, and any other documents issued by the current or former property owners that transfer any right of control or use of any portion of the property. Grants Management will review these documents and make the following determinations:

Termination of restrictions - The restriction (lease, license, etc.) must be terminated prior to purchase because the rights it grants conflict with the public use of the affected area, as well as the remainder of the property for outdoor recreation.

Restrictions remain with removal of affected property or value - The restriction may remain on the property, but the affected portion of the property must be removed from the project area and/or its value deducted from the market value. For example, the DNR may approve a lease allowing the former landowner to remain on the site for a limited period of time (such as a life lease), but the market value of the property will be reduced to account for the loss of use of that portion of the property. In general, restrictions will not be approved if they interfere with the use of the remainder of the property for public outdoor recreation.

Restrictions remain with negligible effect - If the restriction is determined to have no negative effect on the project area or approved market value, it may be allowed to remain. Routine utility easements and pre-existing road rights-of-way usually fall into this category.

You must seek DNR approval prior to placing new restrictions (including conservation easements) on the land at the time of closing or afterwards. New restrictions must not contradict or supersede the terms of the project agreement or relinquish control of any portion of the project area.

Before the purchase is completed, you should also ask the landowner to keep you informed of any physical or legal changes to the property, such as placing new easements or leases, erecting new structures, removing or altering the natural resources on the property (such as timber harvesting), or any other change that could impact market value or not meet MNRTF requirements.

Submitting Pre-Appraisal Documents

After the project agreement has been executed, the Authorized Official may initiate an acquisition document, or ACQ document, for the grant. The training manual in MiGrants includes steps for initiating and submitting the ACQ document. **Pre-appraisal documents must be approved by your grant coordinator prior to advertising for or hiring an appraiser.** If purchasing multiple parcels, one ACQ document should be submitted for each seller.

On the “Required Pre-Appraisal Documents” page, enter the parcel number and name of the property owner. Required uploads include an environmental assessment or environmental due diligence document and the 40-year title search. Optional uploads include a non-recreation structure removal plan if any exist on the site. An upload space is available for any additional documentation beneficial for this stage of the project. If uploading a file in the additional documentation area, a document title will be required.

The Authorized Official must change the status of the ACQ document to submit for DNR review. Upon DNR approval of the pre-appraisal documents, the grantee may hire an appraiser. A MiGrants email will be sent when the DNR has approved the pre-appraisal documents.

Step 3: Appraisal(s)

Do not begin the appraisal until due diligence and a title search on the property have been completed and approved by the DNR and your project agreement has been executed by both parties. Please be aware that if you choose to obtain an appraisal prior to approval of the 40-year title search, due diligence and executed project agreement, the cost of that appraisal may not be eligible for reimbursement.

The market value of the property you wish to acquire is to be determined through an appraisal conducted by a certified general appraiser, following the standards and guidance given in Appendix C.

The grantee is responsible for ensuring the appraiser receives and follows the appraisal report standards, which are available in the appendix. Not all certified general appraisers are qualified to appraise all types of property. Most appraisers work primarily on the valuation of residential properties and may not have much experience appraising forest land, lake or river frontage, wetlands, former railroad corridors or other types of nonresidential properties. The grantee is required to choose a certified general appraiser who has experience appraising the type of property being purchased. Contact Grants Management for a list of certified general appraisers who have had an appraisal approved by the DNR. You are not required to select an appraiser from this list and choosing an appraiser from the list does not guarantee that the appraisal you commission will be approved. However, appraisers on the list have demonstrated their awareness of and ability to prepare appraisals using the DNR-required appraisal format and standards, which may lessen the time needed to complete the appraisal and to have it reviewed once submitted to DNR.

If a qualified person estimates the proposed acquisition parcel has a value of \$1.2 million or more, you will need to have two separate and independent appraisals prepared.

Permission must be obtained from the landowner to have the property appraised. Each owner or a designated representative must be given an opportunity to accompany the appraiser and must certify on a *Statement of Just Compensation* form (see Appendix F) that he or she was given this opportunity.

Local units of government and appraisers should be aware that the official DNR review of the appraisal(s) may result in an opinion of market value that is different from the value concluded by the appraiser. This is addressed under USPAP Standards Rule 3.3. The Standards can be found online at www.uspap.org.

Submitting Appraisal(s)

The appraisal(s) must be submitted in MiGrants using the ACQ documents previously created for the grant. The Authorized Official must change the status of the ACQ document to submit it for DNR review. Review may take 60 days or more. A MiGrants email will be sent when the DNR has approved the market value for the property.

Step 4: Property Acquisition and Grant Closeout

Notifying the DNR of the Proposed Closing Date

Once you receive the notification of the market value, you will need to notify the DNR of the proposed closing date of the transaction.. The Authorized Official must change the status of the ACQ document to submit for DNR approval. A MiGrants notification will be sent when the DNR has approved the date.

Purchasing the Property

The following information guides you through the closing process and lists all forms that you and the landowner will need to complete. The forms listed below can be found on the “Forms and Information for Acquisition Grantees” section of the MNRTF website at www.Michigan.gov/MNRTF.

The process below refers to a single landowner; however, when there are multiple landowners, all must sign the following documents. If your project involves the purchase of multiple parcels of land and some or all the parcels differ in ownership, you will need to prepare a complete set of forms for each unique parcel/ownership combination.

Informing the landowner of the market value

Form needed: Statement of Just Compensation (PR1908-1)

The grantee and the landowner complete and sign the entire “*Statement of Just Compensation*” form, which must indicate the DNR-approved market value and have the legal description of the parcel attached. Upon request, Grants Management will review the completed “*Statement of Just Compensation*” form before it is signed to ensure completeness or will review the executed form to ensure you are prepared to take the next step in the process.

Making an offer to purchase

Forms Needed: Offer to Purchase (PR1908-8), or Offer to Purchase with land donation/waiver of just compensation (PR1908-2)

If you intend to purchase the property at the market value and the landowner does not intend to donate any of the land value, the “Offer to Purchase” form is used. **In general, the purchase price you offer must be equal to the DNR-approved market value/just compensation amount indicated on the “Statement of Just Compensation” form.** A standard real estate purchase agreement document may be used in lieu of the DNR form. For acquisitions that include a donation of land value (where the landowner has agreed to sell the property for less than the DNR-approved market value) the “Offer to Purchase (With Land Donation)/Waiver of Just Compensation” form is used. This document must be completed to show that the landowner has agreed to a cash compensation amount that is less than the recognized market value of the land. The legal description of the parcel must be attached to or included within the offer to purchase.

Determining incidental costs and informing the landowner of their rights

Form needed: Seller's Waiver of Reimbursement of Incidental Expenses (PR1908-3)

In a typical real estate transaction, the landowner pays for incidental expenses. Under the MNRTF program, landowners who pay incidental costs are entitled to reimbursement by the grantee, unless the landowner specifically waives this right. Prior to the closing, you must inform the landowner that MNRTF procedures require you to pay all incidental closing costs, unless the landowner specifically waives this requirement. If the landowner agrees to pay **any** of the incidental closing costs, the "Seller's Waiver of Reimbursement of Incidental Expenses" form must be completed by the grantee and signed by the landowner.

Closing, recording of deeds

Forms Needed: Closing Statement (PR1908-9), Warranty Deed, Declaration and Notice, Mineral Royalty Interest Deed

At the time of closing, the closing statement document is prepared by you or your agent and is signed by you and the landowner. Alternatives to the closing statement document may be used if they include the same information. Title insurance is required for all acquisitions except those of railroad corridors. At a minimum, a title search is required for railroad purchases.

The deed for the property must be a warranty deed and may not contain reversionary clauses, covenants, or other restrictions, unless they are required or have been approved by the DNR prior to closing.

The following statement must be recorded as a 'Declaration and Notice' after the property warranty deed(s) which indicates that the purchase of the property was acquired with assistance from the MNRTF (edit as appropriate for your project):

The lands included in this deed were acquired by (*grantee*) with funding assistance from the Michigan Natural Resources Trust Fund pursuant to project agreement TF__-__ between the Michigan Department of Natural Resources and (*grantee*), executed on (*date*). The project agreement describes certain requirements to ensure the long-term conservation of the property and its use for public outdoor recreation. (*grantee*) is placing this notice on record as confirmation of its obligations as set forth in the project agreement, including the requirement that the consent of the Michigan Department of Natural Resources and the Michigan Natural Resources Trust Fund Board of Trustees is required prior to the conveyance of any rights or interest in the property to another entity, or for the use of the property for purposes other than conservation or public outdoor recreation.

NOTE: Mineral royalty interest deeds are excluded from this requirement.

The requirements for the format and content of a declaration and notice are included in Appendix D.

The requirements for the format and contents of a mineral royalty interest deed are included in Appendix E.

The original mineral royalty interest deed must be submitted to Grants Management after recording.

For a reimbursement closing, you and the landowner schedule the closing and you incur all costs associated with the acquisition. You or your agent record the property deed, declaration and notice, and mineral royalty interest deed.

For an escrow closing, you will need to **deposit your match amount plus 10%** of the eligible grant amount with the escrow agent. You and the escrow agent will then coordinate with the landowner and DNR to schedule the closing. As part of closing, or immediately afterward, the escrow agent will record the property deed, declaration and notice, and mineral royalty interest deed.

Submitting the Escrow Closing or Reimbursement Package

A key part of your project is compiling the necessary documents that you will need to submit in either the escrow closing package (prior to purchase) or the reimbursement package (following purchase). All escrow and reimbursement closing packages will be submitted in MiGrants. The training manual in MiGrants includes steps for submitting the escrow or reimbursement closing package.

If you have chosen the escrow closing option, a complete draft closing package will need to be submitted to the DNR at least **60 days prior** to desired closing date. This will enable the DNR to review the documentation and arrange for the deposit of 90 percent of the eligible grant amount to the escrow account on your behalf.

If you have chosen the reimbursement option, we strongly encourage you to submit drafts of all the forms, completed as much as possible, at least 30 days before you plan to close on the property. We will review the forms and provide you with our comments. Prior review of the forms should assist you in completing them correctly for closing, shorten our review time, and enable you to receive your reimbursement check sooner.

Escrow Closing

Eligible costs are based on approved market value, plus incidental costs, at the grant percentage in your project agreement, but cannot exceed the maximum-stated grant amount. Submit the draft escrow closing package in MiGrants at least 60 days prior to closing. If you do not believe you can meet this requirement, contact Grants Management staff for assistance.

If your project involves the purchase of multiple parcels of land and some or all of the parcels differ in ownership, you will need to prepare a complete draft escrow closing package for each unique parcel/ownership combination. The escrow agent (usually a title company) will assist you with compiling the draft closing package as part of the service they offer.

Upon our approval of the escrow closing package, we will escrow 90% of the total grant amount earned. You will need to deposit with the escrow agent an amount equal to your pledged match amount plus 10% of the earned grant amount.

List of items to be included in a land acquisition escrow closing package

- Statement of Just Compensation***
 - ___ Includes your original signature and those of each of the sellers of the parcel
 - ___ Legal description must be attached
- Offer to Purchase OR Offer to Purchase (With Land Donation)/Waiver of Just Compensation***
 - ___ Signed by you and each of the sellers, dated after the *Statement of Just Compensation* is signed
 - ___ Legal description must be attached.
- Seller's Waiver of Reimbursement of Incidental Expenses***
 - ___ Completed by you, if required, and signed by each of the sellers
- Draft Warranty Deed to the Property**
 - ___ Must be a warranty deed
 - ___ Must not include restrictions or other conditions except those preapproved by DNR
- Draft Declaration and Notice**
- Boundary Map of the Acquired Area**
- Mineral Royalty Interest Deed**
 - ___ Must be a warranty deed
- Title Insurance Commitment (possible exception for railroad corridor acquisitions)**
- Closing Statement***
 - ___ Signed by you and each seller
- Documentation of All Costs Incurred**
 - ___ Copies of invoices
 - ___ Copies of cancelled checks. Each check copy must either be of the front and back of the check as returned by the bank, or a copy of the front of the check with a copy of the bank statement or documentation of wire transfer, showing the check has cleared
- Tax Proration Schedule and Copies of Paid Property Tax Bills**
 - ___ Calculation of [tax proration](#) must be made using MNRTF method
- Original Escrow closing agreement signed by buyer, seller and closing agent**
 - ___ Closing agreement must provide the company's state of Michigan Vendor ID

Escrow closing and reimbursement packages must include a schedule that explains how the property taxes were prorated, as well as copies of all the paid tax bills. The tax proration example below will assist you in prorating taxes. The example is for real estate tax proration when the annual taxes have been prepaid (as specified in 1966 PA 288). The example is also based on the assumption that the seller has paid all tax bills issued.

If the seller has not paid the tax bills, the calculation process would be the same, but the grantee would be entitled to deduct any portion of the taxes that are in arrears from the closing statement. On the closing date, the property belongs to you; therefore, the closing date is used to determine the proration.

Reimbursement Closing

Reimbursement for eligible costs is determined using the approved market value, plus incidental costs, at the grant percentage for all eligible costs specified in your project agreement but cannot exceed the grant amount. Submit the reimbursement package to the DNR after closing has occurred and deeds have been recorded. The package should be submitted within 90 days of completing the acquisition but no later than the date given in your project agreement. If you do not believe you can meet this date, contact Grants Management in writing to request an extension. Upon our approval of the reimbursement package, DNR will make an initial payment of 90% of the total grant amount earned.

If your project involves the purchase of multiple parcels of land and some or all the parcels differ in ownership, you will need to prepare a complete reimbursement request package for each unique parcel/ownership combination. If you complete the acquisition in stages, Grants Management may elect to withhold payment until the entire project area is acquired.

List of items to be included in a reimbursement package

- Statement of Just Compensation**
 - ___ Includes your original signature and those of each of the sellers of the parcel
 - ___ Legal description must be attached
- Offer to Purchase OR Offer to Purchase (With Land Donation)/Waiver of Just Compensation**
 - ___ Signed you and each of the sellers, dated after the *Statement of Just Compensation* is signed
 - ___ Legal description must be attached
- Seller's Waiver of Reimbursement of Incidental Expenses**
 - ___ Completed by you, if required, and signed by each of the sellers
- Copy of Recorded Warranty Deed to the Property**
 - ___ Must be a warranty deed

___ Must not include restrictions or other conditions except those preapproved by DNR

Copy of Recorded Declaration and Notice

Boundary Map of the Acquired Area

Original Recorded Mineral Royalty Interest Deed

___ Must be a warranty deed

___ A boundary area map needs to be included with the deed

Title Insurance Policy (possible exception, railroad corridor)

Closing Statement

___ Signed by you and each seller

Documentation of All Costs Incurred

___ Copies of invoices

___ Copies of cancelled checks. Each check copy must either be of the front and back of the check as returned by the bank, or a copy of the front of the check with a copy of the bank statement or documentation of wire transfer, showing the check has cleared

Photo of the Installed MNRTF Plaque

___ Photo is to show that the plaque has been permanently installed in a prominent location on the property

Tax Proration Schedule and Copy of Paid Property Tax Bills

___ Calculation of tax proration must be made using MNRTF method

Tax Proration Example

Assuming a Closing Date of November 12

The summer and winter tax bill may contain city taxes, county taxes, local school taxes, and intermediate school taxes. The taxes may also be for various periods of time.

MNRTF TAX PRORATION EXAMPLE		
Summer Tax Period	July 1- June 30	
Winter Tax Period	December 1- November 30	
<u>Parcel(s)</u>	<u>Summer</u>	<u>Winter</u>
Tax ID	28,291.84	4,630.12
Tax ID	22,658.68	3,309.60
Tax ID	1,785.83	256.04
Total	52,736.35	8,195.76
<u>Closing Date: November 12</u>		
# days Grantee owned	231	19
# days Seller owned	134	346
	365	365
Tax Payment	52,736.35	8,195.76
Buyer/Grantee Proration $(231/365) \times 52,736.35$		$(19/365) \times 8,195.76$
Seller Proration $(134/365) \times 52,736.35$		$(346/365) \times 8,195.76$
Buyer/Grantee Proration	33,375.61	426.63
Seller Proration	19,360.74	7,769.13
	52,736.35	8,195.76

Final Payment

Regardless of which closing option is selected, the DNR will complete a final review after final closing documents, including the recorded warranty deed, mineral royalty interest deed, and declaration and notice have been received. If the outcome of the final review is satisfactory, the remaining 10% payment will be made to the Grantee.

The following costs are eligible for reimbursement, provided your grant award is sufficient to cover them:

- Title insurance and title search
- Environmental assessment costs (up to 5% of market value)
- Appraisal costs
- Prorated taxes
- Recording fees
- Transfer tax/revenue stamps

Any payments made to the landowner prior to execution of your project agreement are not eligible for grant reimbursement and will be deducted from the market value. In addition, attorney and realtor fees or commissions are not eligible for reimbursement.

Submitting Final Payment Request

After closing has occurred, final closing documents should be submitted to the DNR as the final payment request. The final closing documents must be submitted in MiGrants using the ACQ documents previously created for the grant. The training manual in MiGrants includes steps for requesting the final payment. The Authorized Official must change the status of the ACQ document to upload the documents and then again to submit for DNR review. A MiGrants email will be sent when the final payment is made.

Project Changes and Amendments

A project change is an alteration of the project from what was proposed in the approved application or as it was executed in the project agreement. Changes can include modifying the project area, extending the project period, or inability to acquire certain property rights. Different procedures for requesting and obtaining approval for changes are required, depending on the change.

For project changes which require a project agreement amendment, see the training manual in MiGrants for steps to submit a project agreement amendment request.

Changes to the Project Area

If you have a reason to modify the project area (or boundary), when you submit your amendment request include justification explaining the change; why the change is necessary; and its effect on the cost of the acquisition. You will need to supply an updated boundary map and legal description of the project area.

Requests to reduce or enlarge the project area are critically reviewed by the DNR, especially if resulting from higher-than-expected property values. The grantee is required to cover all cost overruns, and as such should not expect to be approved to acquire less land to compensate for higher-than-anticipated market values.

A request to reduce the acreage of a project area and all requests to acquire additional acreage may need approval from the Grants Section Manager. Additional detailed guidance regarding project area changes can be found in Board Policy 00.1 and its implementation procedures, which can be obtained from Grants Management or from the DNR website at www.Michigan.gov/DNR.

Inability to Purchase Mineral Rights to the Property

When purchasing property with MNRTF assistance, you are expected to acquire mineral rights along with surface rights. However, at times the landowner does not own any or some portion of the mineral rights or refuses to sell them. In these situations, you will need to contact Grants Management for approval to proceed with the acquisition. If the appraisal was completed with incorrect information on the rights to be acquired, the market value of the property will need to be reevaluated by your appraiser and an addendum to the appraisal submitted for DNR review.

Project Period Extensions

You are expected to complete your grant-funded project within the project period stated in your project agreement; however, there are times when, for various reasons, this is not possible. The DNR will consider requests for extensions that are submitted before the project period ends. Factors we will consider in determining whether to grant an extension include how much progress has been made towards completion of the project and to what extent delays were outside of your control. Project period extensions always require an amendment to your project agreement and must be submitted in MiGrants with a justification for the requested period extension.

Grant Withdrawal Requests

If you must withdraw your grant, please contact your grant coordinator.

Post-Project Completion Obligation and Program Recognition

Grant obligations do not end with final reimbursement and close-out of the financial portion of the grant. Grantees have long-term obligations that pertain to the project area encumbered by the project agreement. Grant obligations regarding the project area endure **in perpetuity**. These long-term obligations include, but are not limited to:

- Maintenance of the project area and facilities, so they are attractive, inviting, and safe.
- Management of the area and facilities in compliance with all applicable laws and regulations.
- **Retain the project area in public outdoor recreation use in perpetuity.** Adding any non-recreation facility to the project area, including other government buildings (such as libraries or fire stations) and utility structures (including cellular towers), is considered a conversion of the project area to non-recreation use.
- The project area and facilities must remain open and accessible for public use at all appropriate times, based on the type of area and facilities, excluding temporary closures for renovation or other purposes.
- Preferential membership or permit systems are prohibited, with the exception that differences in admission and other fees may be instituted based on residency. However, “Residents only” policies are prohibited.
- Receive approval from the MNRTF program office before transferring ownership or control of any portion of the project area to another governmental entity.
- Prior DNR approval is required to make a significant change to the type of recreation provided within the project area, such as converting a natural area to an active sports complex.

Plaque Requirements

Providing program acknowledgement through signs, plaques, and written materials helps residents and visitors to the community see the benefits of the MNRTF and its long-term importance to Michigan’s recreation estate. They also serve as a reminder to future local officials and park personnel that the park has long-term grant obligations. All grantees are required to install and maintain a permanent MNRTF recognition plaque in the project area at a prominent place where it can easily be viewed by the public. The plaque must be purchased through the DNR’s approved vendor. The order form for the required MNRTF recognition plaque is available online at www.Michigan.gov/DNR-Grants. The plaque must be installed by the time of project completion and a photograph of the plaque must be included with the final reimbursement request. For projects using the escrow option, a photograph of the installed plaque will need to be submitted before the final 10% payment will be released.

Program Recognition

Providing recognition for the program that funded the project is essential to the future success of the program. With that in mind, **grantees are required to conduct a dedication/ribbon-cutting ceremony** as soon as possible after the project has been completed. Notification to the local press and residents should be

completed prior to the ceremony. **The grantee must notify Grants Management in writing at least 30 days prior to the ceremony, indicating date, time and location of the ceremony.**

Grantees are encouraged to acknowledge the role of the appropriate recreation grant program in written and digital materials published throughout the life of the project. Program recognition language can be included in materials such as park brochures and maps, press releases, grand opening announcements, park posters, interpretative signs, displays and annual reports. Significant correspondence with the public or state or local officials, including legislators, might also recognize the contribution of grant programs when the primary focus of the letter is to provide promotional or informational material about the park/project site. Both materials specific to the grant-funded facility as well as written materials about the community's overall recreational programs can include acknowledgement of the programs.

Incorporating program recognition language into written and digital materials is a long-term activity. You are strongly encouraged to add program recognition language to your parks and recreation publications as they are updated and reprinted. When you do include recognition of grant assistance in your park literature, we ask that you send copies to your grant coordinator for inclusion in the project file.

Conversions

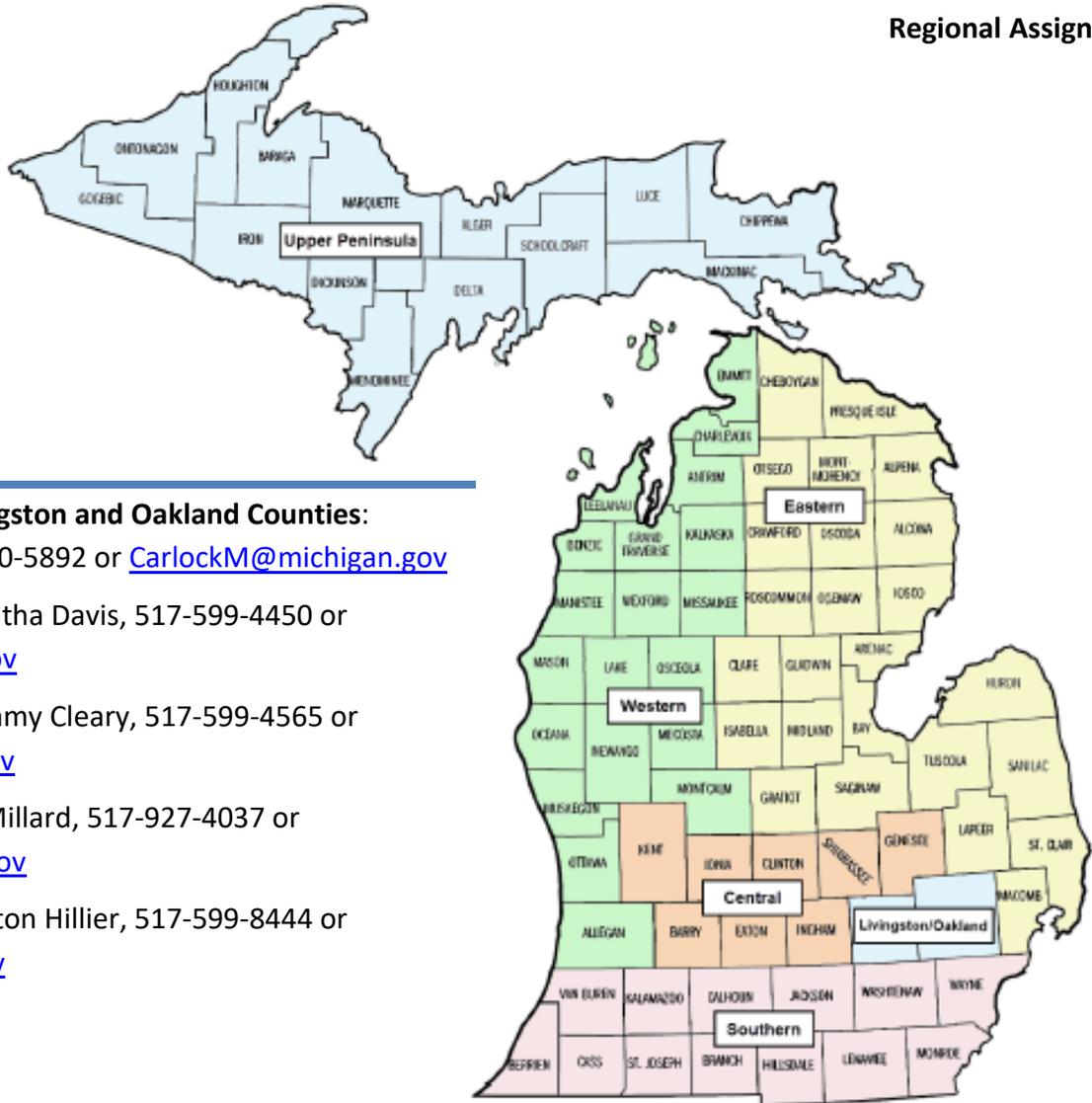
Changes to the project area that are contrary to the terms of the project agreement are termed conversions. If you are contemplating any changes that conflict with the long-term obligations included in your project agreement or if you foresee any unavoidable changes, contact Grants Management as soon as possible. The MNRTF Board has adopted policies and procedures that govern the handling of conversions of the project area. In those cases where a conversion may be approved, costly mitigation is virtually always required. The primary form of mitigation for a conversion is replacement of the converted property with property of at least equal monetary (current market value), recreational, and resource protection value. Other forms of mitigation are rarely accepted and may require MNRTF Board approval.

The DNR will perform periodic inspections of the project area and facilities to determine your compliance with all long-term obligations specified in your project agreement. You will be notified of any problems we identify and will be asked to address them within a reasonable timeframe.

The Michigan Natural Resources Trust Fund program began in 1976. The federal Land and Water Conservation program has an even longer history since its establishment by Congress in 1964. Over the years, it has become common for a single park to have received numerous grants through these and other recreation grant programs administered by the DNR. Therefore, your long-term obligations at any of your parks may be governed by more than one grant program and project agreement. **We strongly encourage you to contact Grants Management for information on your community's recreation grant obligations before pursuing a change or conversion.**

Appendix A: Map of Grant Coordinators' Regional Assignments

Michigan Department of Natural Resources Recreation Grant Coordinators Regional Assignments



Upper Peninsula, Livingston and Oakland Counties:

Merrie Carlock, 248-410-5892 or CarlockM@michigan.gov

Eastern Region: Samantha Davis, 517-599-4450 or

DavisS46@michigan.gov

Western Region: Charamy Cleary, 517-599-4565 or

ClearyC1@michigan.gov

Central Region: Riley Millard, 517-927-4037 or

MillardR2@michigan.gov

Southern Region: Weston Hillier, 517-599-8444 or

HillierW@michigan.gov

Additional Grants Management Contacts

Clay Summers, Section Manager, 517-388-0295 or SummersC4@Michigan.gov

Jon Mayes, Recreation Grants Unit Manager, MNRTF Program Manager, (517) 284-5954, MayesJ@Michigan.gov

Christie Bayus, Program Manager, LWCF/ Recreation Passport Programs, (517) 284-5923, BayusC@Michigan.gov

Erin Campbell, Compliance and Stewardship Specialist, (269) 300-9698, CampbellE6@Michigan.gov

Michael Chuff, Financial Specialist for the Michigan Natural Resources Trust Fund, (517) 284-5951, ChuffM@Michigan.gov

Krista Dickerson, Payment Officer, (517) 284-5816, DickersonK1@Michigan.gov

Dawn Miller, Payment Officer, (517) 284-0967, MillerD71@Michigan.gov

Olivia Sanchez, Payment Officer, (517) 284-2120, SanchezO1@Michigan.gov

Dominic Kline, Student Assistant, KlineD5@Michigan.gov

Appendix B: Example Resolution from Local Governing Body Accepting a Grant

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

“RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement for (insert grant number here) as received from the Michigan Department of Natural Resources (DEPARTMENT), and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To acquire the property and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Dated

Appendix B: Example Resolution from Local Governing Body Accepting a Grant with donation including Land Value

Upon motion made by _____, and seconded by _____, the following Resolution was adopted:

RESOLVED, that the _____, Michigan, does hereby accept the terms of the project agreement for (Project Name and Grant Number) _____ as received from the Michigan Department of Natural Resources (DEPARTMENT), and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide local match funds totaling _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.

WHEREAS, the applicant commits said local match from its own resources and/or additional confirmed funds from the following sources:

_____ (list agency/organization) \$ _____ (amount)

And/Or

Donation of Property Value by Land Owner _____ (List Name) \$ _____ (estimated value)

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To acquire the property and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the project agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____, at a meeting held _____.

Signature Title Dated:

Appendix C: Appraisal Report Standards

Michigan Department of Natural Resources – Real Estate Services Section



APPRAISAL REPORT STANDARDS

To prepare an appraisal report and/or appraisal review for the Department of Natural Resources (DNR), the appraiser **MUST** be on the DNR Approved Appraiser List and the appraiser **MUST** be licensed in the state of Michigan as a Certified General Appraiser. To register for the DNR Approved Appraiser List, please contact DNR Appraisal Supervisor in the Real Estate Services Section. goemans@michigan.gov

NOTE: *For all DNR appraisal assignments, the Certified General Appraiser under contract is the ONLY person authorized to analyze the data, make value adjustments, reconcile value conclusions and sign the Certification. Any deviation from this requirement MUST receive written approval from the DNR Appraisal Supervisor prior to commencing work on the appraisal report.*

Currently, the DNR uses SIGMA Vendor Self Service (VSS) to do the following:

1. To sign up for Electronic Fund Transfers (EFT)
2. To sign up to receive bid requests on appraisal assignments

To register for these services, log into the SIGMA VSS website at: www.Michigan.gov/VSSLogin. To sign up for EFT's, go to Vendor Registration. To sign up to receive bid requests on appraisal assignments, go to Business Opportunities, Solicitations. If you have any questions on the SIGMA VSS registration process, please contact Vendor Registration at 1-888-734-9749 or at SIGMA-Vendor@Michigan.gov.

All DNR appraisal reports must be in narrative format, unless otherwise specified, and must adhere to DNR Appraisal Report Standards and USPAP requirements that are current as of the date of the appraisal report. If federal money is involved, the appraiser may have to be Yellow Book Certified and follow Yellow Book requirements. Appraisal reports not adhering to these requirements will be returned for correction.

The use of the Development/Subdivision Approach is NOT allowed on DNR appraisal reports. Any deviation from this requirement MUST receive written approval from the DNR Appraisal Supervisor prior to commencing work on the appraisal report.

For DNR appraisal reports, the use of Hypothetical Conditions and Extraordinary Assumptions MUST receive written approval from the DNR Appraisal Supervisor prior to commencing work on the appraisal report.

For DNR appraisal reports, the use of qualitative adjustments (versus quantitative adjustments) MUST receive written approval from the DNR Appraisal Supervisor prior to commencing work on the appraisal report.

For larger valued properties, two appraisals are required. The DNR will contract two appraisers from the DNR Approved Appraisal List. The two contracted appraisers are responsible for any coordination needed to complete the appraisal reports.

When the appraisal report is complete, an unsigned, electronic report must be submitted to the DNR Appraisal Supervisor for review. Upon completion of the appraisal review, one signed, hard copy AND one signed,

electronic copy of the appraisal report is required. Invoices will be paid upon receipt of the final, signed, electronic copy of the appraisal report.

I. GENERAL DATA

A. Cover Page – Include the following information regarding the subject property:

1. Photograph
2. Name of Record Owner and Mailing Address
3. Location/Address, including Township, City, County
4. Tax ID Number
5. Name of Project and Case Number
6. Acreage
7. Name of Subsurface Owner, if applicable
8. Appraiser’s Name and Address
9. Effective Date of Value

B. Table of Contents

1. Number every page from cover to cover
2. List titles of contents and corresponding pages numbers

C. Summary Page – Include the following information regarding the subject property:

1. Name of Project and Case Number
2. Name of Owner/Lessee, including mailing address(es)
3. Location (include Road, City, Township, Section, County, Road/Water Frontage and legal description)
4. Property Details (include Improvements, Leases, Easements, Encroachments, Permits and Mineral Rights)
5. Total Area, Size and Dimensions of Property
6. Name of Appraiser, Business Address, Email Address, Phone Number and Appraisal License Number
7. Date of Value
8. Date of Report

9. Date(s) of Inspection
10. Purpose of Appraisal
11. Interest being Appraised
12. Intended Users
13. Highest and Best Use
14. Final Reconciled Value under the Sales Comparison Approach, Cost Approach, Income Approach

NOTE: *The Development/Subdivision Approach is NOT allowed on DNR Appraisal Reports.*

- D. Statement of Assumptions and Limiting Conditions
- E. Scope of Appraisal – Summarize the process and assistance received in collecting and confirming the data, the inspection date(s) on the subject property and the valuation process relied on in determining market value. Provide adequate location maps and photographs of the subject property.
- F. Purpose of Appraisal – Clearly set forth the purpose for which the appraisal report is being prepared, which is to establish market value for the subject property. For DNR appraisal reports, market value is defined as:

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeable, and for self-interest, and assuming neither is under undue duress.

- G. Intended Users
- H. Market Exposure/Marketing Time
- I. Hypothetical Conditions and Extraordinary Assumptions – Define Hypothetical Conditions and Extraordinary Assumptions and list any utilized in the valuation of the subject property.

NOTE: *The use of Hypothetical Conditions and Extraordinary Assumptions MUST receive written approval from the DNR Appraisal Supervisor prior to commencing work on the appraisal report.*

- J. Hazardous Waste and Property Contamination – Fully research and describe any physical details of the land and improvements which are unusual and indicate possible presence of hazardous wastes or contamination (i.e., unvegetated or stained areas, underground tanks, foam insulation, asbestos, transformers and electrical equipment containing PCB's and product and processing materials). Detail your inquiries to, and responses from, the property owners and/or other persons knowledgeable about the subject property. Include their knowledge of past uses of the subject property and of adjoining properties.

1. If you suspect hazardous waste or property contamination on the subject property, immediately contact the Case Manager listed on the Fee Appraisal Request (FAR)
2. If you find no evidence of hazardous waste or property contamination on the subject property, the following statement should be included in your appraisal report:

“No evidence of hazardous waste or property contamination was observed by the appraiser; however, this appraiser is not versed in, nor qualified to, detect hazardous waste or property contaminated conditions. Expert testing should be done, if so desired”.

II. **PROPERTY DATA**

- A. Description of Property – Describe in detail the physical features of the subject property, including land area, road/water frontage, access, topography, type of utility service, timber/wood lot, ground cover, soil type/condition, drainage characteristics and any hazardous waste or property contamination information. Include surveys of the subject property, if available, in the Addendum.
- B. Description of Improvements – Describe the physical details, size and condition of all buildings structures and land improvements, including dams, irrigation systems, wells and fencing. A floor plan of the buildings, showing room sizes, should be included in the Addendum.
- C. Description of Easements, Encroachments, Leases and Permits – Describe any existing easements, encroachments, leases and permits on the subject property and provide names of all current parties of interest. Also describe if the subject property is enrolled in the Land Conservation Program (farmland, forest protection, etc.) or in the Land Grants Program.
- D. Description of Mineral Rights – Identify and discuss the existence of mineral rights on the subject property, including oil and gas, metallic minerals (copper, iron) and non-metallic mineral (sand, gravel) and the effect they have on the valuation of the subject property.
- E. Description of Landlock – If the subject property is landlocked, identify adjoining owners and explain potential access issues. Provide a plat or tax map, identifying adjoining owners and roads.
- F. Zoning – Describe existing zoning, including any land-use restrictions or permitted uses under the current zoning. Verify with the property owner and/or municipal offices any zoning change requests made on the subject property and/or special use permits applied for in the past five years and how each of these may influence values.
- G. Present Use of Property – Describe the existing use of the property. If the present use is different than the use permitted by existing zoning, state the conditions it is permitted.
- H. Ownership, Occupancy and Contact with Property Owners – Provide names/addresses of all current parties of interest, including owners, co-owners, lessees, licensees, easement holders and holders of subsurface rights, etc. A copy of all party of interest documents must be included in the Addendum.

The appraiser must contact the property owner, his/her representative and any other party of interest and offer the opportunity to accompany them on the inspection of the subject property. A

statement must be included in the appraisal report that “I offered the owner(s) and his/her designated representative an opportunity to accompany me during the inspection of the property, and he/she accepted or declined”. List the date(s) of inspection and name(s) of all people in attendance at the inspection. If the appraiser is unable to contact the owner, the appraisal report should document dates and what specific attempts were made to set up the inspection.

- I. Sales History – Provide sales date/price on all sales of the subject property in the past five (5) years. Verify the sales data, including sales date, price, recording data, liber, page number, etc. for each sales transaction on the subject property. If you find the subject property has sold, but you can’t verify the sales price, explain what efforts you made to obtain this information. If there have been no sales of the subject property within the last five (5) years, simply state “NONE IN THE PAST 5 YEARS”.
- J. Assessed Value and Taxes – Identify assessed value, state equalized value and taxable value of the subject property. Also include subject property taxes for the current year.
- K. Highest and Best Use – Define and analyze the highest and best use of the subject property and your opinion of the use that would result in the greatest net return on the subject property. If your highest and best use conflicts with existing zoning, a detailed explanation of the reasonable possibility of effecting change must be substantiated through interviews with public zoning officials and/or other governing authorities.

III. VALUATION ANALYSIS AND CONCLUSIONS

- A. **Sales Comparison Approach** – The Sales Comparison Approach MUST be utilized on all DNR appraisal reports. The appraiser should conduct a thorough investigation of the market activity on properties similar to the subject property, utilizing at least three (3) comparable sales. If inadequate market data is available to utilize three (3) comparable sales, the appraiser must discuss his/her attempt to locate market data transactions in the appraisal report.

A comparison grid showing adjustments (expressed in dollars or percentages) is required, along with a detailed explanation of items of dissimilarity and the appraiser’s reasoning for each adjustment.

NOTE: *The use of qualitative adjustments (versus quantitative adjustments) MUST receive written approval from the DNR Appraisal Supervisor prior to commencing work on the appraisal report.*

For appraisals of linear corridors, the appraiser should consider comparable sales of other corridors or based on an “across the fence” valuation methodology. Listings and sales to/from governmental agencies can be used for supplemental/support purposes only.

A comparable sales data sheet, showing detailed sales information of each comparable sale must be included in the Addendum. (See “Comparable Sales Data Sheet” in Section V, Addendum for requirements).

A final reconciliation of the unit value, if applicable, must be determined and the reconciled total

market value for the subject property under the Sales Comparison Approach must be clearly stated in the appraisal report.

- B. **Cost Approach** – If the subject property is improved and the improvements are new and in good condition, the Cost Approach must be considered. If the appraiser deems this approach unreliable, an explanation must be included in the appraisal report.

When the Cost Approach is utilized, the following analysis and calculations must be detailed in the appraisal report:

1. Value of land, as vacant
2. Replacement or Reproduction Cost (new) of the improvements or buildings
3. Amount of accrued depreciation (physical, functional and economic) with an explanation and justification of each depreciation deduction

After each of these calculations are completed, a grid showing each calculation, and the process utilized to calculate market value, must be included in the appraisal report. A final reconciliation of market value for the subject property under the Cost Approach must be clearly stated in the appraisal report.

- C. **Income Approach** – If the subject property is generating an income, the Income Approach must be considered. If the appraiser deems this approach unreliable, an explanation must be included in the appraisal report.

When the Income Approach is utilized, the following analysis and calculation must be detailed in the appraisal report:

1. Estimated rental rate for the subject property based on comparable rental properties
2. Estimate of vacancy and collections, credit loss and operating expense
3. Estimate of capitalization rate

After each of these calculations are completed, a grid showing each calculation, and the process utilized to calculate market value, must be included in the appraisal report. A final reconciliation of market value for the subject property under the Income Approach must be clearly stated in the appraisal report.

- D. **Development/Subdivision Approach** - The use of the Development/Subdivision Approach is **NOT** allowed on DNR appraisal reports. Any deviation from this requirement **MUST** receive written approval from the DNR Appraisal Supervisor prior to commencing work on the appraisal report.

- E. **Correlation and Final Reconciliation of Market Value** – List your estimates of market value as concluded in your analysis under the Sales Comparison Approach, Cost Approach and Income Approach. Discuss the degree of reliability of each approach, and which approach you feel would be

the most reliable to a prudent purchaser of this type of property. Make a conclusion of market value.

After a final reconciliation of market value is determined, the appraisal report must include the following statement:

“After applying all the applicable approaches to value, and giving due consideration to all factors of value, I conclude the ESTIMATED MARKET VALUE FOR THE SUBJECT PROPERTY is \$_____.”

IV. CERTIFICATION

Since each DNR appraisal assignment is with an individual, pre-approved Certified General Appraiser (not a company) and because the Certified General Appraiser under contract is the ONLY person authorized to analyze the data, make value adjustments and reconcile value conclusions, they are the ONLY person authorized to sign the Certification. Non-appraisers are NEVER allowed to sign the Certification.

V. ADDENDUM

The Addendum should include the following documentation:

- A. Photographs of Subject Property – Include location, improvements and other features of subject property. Indicate date photo taken, by whom, and the position it was taken.
- B. Maps – Include various dimensional maps of subject property.
- C. Ownership Documents – Include deeds, leases, licenses and permits on the subject property.
- D. Comparable Sales Data Sheets – Provide a comparable sales data sheet for each comparable utilized and relied upon in the appraisal report AND a comparable sales map, showing each comparable in relation to the location of the subject property. Comparable sales data sheets should include the following information regarding the comparable sale:
 - 1. Photograph
 - 2. Location/Address (include legal description)
 - 3. Tax ID Number
 - 4. Date of Sale
 - 5. Name of Parties on the Last Sales Transaction (Buyer/Seller)
 - 6. Name, Phone Number and Date of Comparable Verification (Verification must be made with buyer/seller or broker)
 - 7. Date of Inspection
 - 8. Sales Price Paid
 - 9. Unit Price Paid (per square foot, acre, front foot)

10. Financing Terms (include any special consideration in the financing)
 11. Conditions of Sale
 12. Arm's Length Details
 13. Exposure Time on Market
 14. Physical Description of Land, Improvements, Easements and Mineral Rights, etc.
 15. Utilities, Shape, Topography, Ground Cover, Soil Types/Conditions, Road Cover
 16. Mineral/Timber Values
 17. Assemblage Details, if applicable
 18. Buyers Intended Use
 19. Zoning and Permitted Uses (include proposed zoning changes, special use permits, proposed site plans)
 20. Environmental Items (include on-site tanks, hazardous materials, contaminants)
 21. Highest and Best Use at Time of Sale
 22. Appraiser's Remarks, when applicable
 23. Ownership Documents (include deeds, leases, licenses, permits, etc.)
- E. Correspondence
 - F. Other Documentation Deemed Appropriate
 - G. Copy of DNR Fee Appraisal Request (FAR)
 - H. Copy of DNR Appraisal Site Inspection Environmental Checklist
 - I. Copy of Appraiser's E & O Insurance
 - J. Appraiser's Resume
 - K. Appraiser's Appraisal License

Appendix D: Preparing a Declaration and Notice

REQUIRED FORMAT

Legal Format Requirements for a Declaration of Notice:

- The minimum type size for real estate documents is 10-point type.
- The weight of the paper must be at least 20 pounds.
- The document must be black ink on white paper.
- There is a mandatory 2.5" margin at the top of the first page with ½" margins on the other three sides and ½" minimum margins on attached pages.
- The type, or title, of the document must be identified on the first line of print and only one document type will be indexed per recording.
- The documents and any attachments must be a minimum 8.5" x 11" and maximum 8.5" x 14."

REQUIRED CONTENT

DECLARATION and NOTICE

This Declaration made this _____ day of _____, 20____, by _____, a Michigan municipal corporation, (address), (hereafter called (name)), being the owner of all the property described as (insert legal description) herein after referred to as the Property, attached hereto, located in the (name of local unit, County), Michigan, hereby makes the following declaration regarding uses to which the Property may be put.

WITNESSETH:

The declaration contained herein is based on the following factual recitals:

- A. (*Grantee*) acquired the Property, in part, through the grant of money from the Michigan Natural Resources Trust Fund.
- B. As a condition of the grant by the DNR, (*Grantee*) has agreed to impose certain restrictions on the Property.

NOW, THEREFORE, the (*Grantee*) hereby declares that the portion of the property identified as the project area is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the obligation hereinafter set forth, all of which shall run with the land.

(Continued on next page)

The lands included in this deed were acquired by (*Grantee*) with funding assistance from the Michigan Natural Resources Trust Fund pursuant to project agreement TF___ - ___ between the Michigan Department of Natural Resources and (*grantee*), executed on (*date*). The project agreement describes certain requirements to ensure the long-term conservation of the property and its use for public outdoor recreation. (*Grantee*) is placing this notice on record as confirmation of its obligations as set forth in the project agreement, including the requirement that the consent of the Michigan Department of Natural Resources and the Michigan Natural Resources Trust Fund Board of Trustees is required prior to the conveyance of any rights or interest in the property to another entity, or for the use of the property for purposes other than conservation or public outdoor recreation.

Name of Local Unit

By: _____

STATE OF MICHIGAN)) ss

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by

_____.

(Name 1)

(Name 2)

Notary Public, _____ County,

My Commission Expires:

Prepared by:

Appendix E: Mineral Royalty Interest Deed

REQUIRED FORMAT

Legal Format Requirements for a Mineral Royalty Interest Deed:

- The minimum type size for real estate documents is 10-point type.
- The weight of the paper must be at least 20 pounds.
- The document must be black ink on white paper.
- There is a mandatory 2.5" margin at the top of the first page with ½" margins on the other three sides and ½" minimum margins on attached pages.
- The type, or title, of the document must be identified on the first line of print and only one document type will be indexed per recording.
- The documents and any attachments must be a minimum 8.5" x 11" and maximum 8.5" x 14."

Guidance for Preparing a Mineral Royalty Interest Deed:

- The mineral royalty interest deed must be a warranty deed.
- The name of each person who executes or notarizes the deed must be printed, typewritten, or stamped immediately beneath the signature of the person.
- The address of each person executing the deed shall be printed, typewritten, or stamped upon the face of the document.
- No discrepancy can exist between the name of the person as it appears in the body of the deed (printed, typewritten, or stamped) and the signature of such person.
- The grantor of the mineral royalty interest is the local unit of government.
- The grantee, or the recipient of the royalty interest, is the state of Michigan. The address for the state of Michigan must be legibly printed or typed on the deed. The address should be:

REAL ESTATE SERVICES SECTION, FINANCE AND OPERATIONS DIVISION

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

PO BOX 30448

LANSING, MICHIGAN 48909-7948

- The deed must contain the name and business address of the person who drafted the document.
- The legal description attached to the deed must match the warranty deed for the property, appraisal, *Statement of Just Compensation* document, project agreement and title insurance.

Signed By:

Typed Name

Title

STATE OF MICHIGAN)

) ss

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by

_____ and _____.

(Name 1)

(Name 2)

Notary Public, _____ County,

My Commission Expires:

Prepared by:

After recording, return the original deed to:

GRANTS MANAGEMENT

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

PO BOX 30425

LANSING MI 48909-7925

(continued on next page)

Exhibit "A" of the Mineral Interest

Attached to and made a part of that Warranty Deed (covering Minerals) dated _____ from _____ as grantor to the state of Michigan as grantee.

Description of the lands covered (legal description) and the attached boundary map:

containing _____ mineral acres more or less.

The royalty interest pertains to the following existing mineral lease(s) that transferred to the grantor with acquisition of the mineral rights:

_____ lease (indicate the mineral type of the existing lease - oil and gas, sand, gravel, etc.) with _____ (name of the lessee) dated _____ and recorded in Liber _____, Page _____, _____ County records.

(continued on next page)

Exhibit "B" of the Mineral Interest

NONPARTICIPATING OIL AND GAS ROYALTY PAYMENT TERMS - (Continued)

1. Definitions:

- a. "Gas" means a mixture of hydrocarbons and varying quantities of nonhydrocarbons in a gaseous state which may or may not be associated with oil, including those liquids resulting from condensation; including, but not limited to, natural gas and casinghead gas.
- b. "Gross Proceeds" means the total moneys and other consideration accruing to an oil and gas Lessee for the disposition of the oil, gas, or plant products produced. Gross proceeds includes, but is not limited to, payments to the lessee for certain services such as compression, dehydration, measurement, and/or gathering which the lessee is obligated to perform at no cost to the Nonparticipating Royalty Owner to place lease products in marketable condition. Where lease products are sold to an affiliated person or entity, gross proceeds are equivalent to the gross proceeds derived from, or paid under, comparable arm's-length contracts for purchases, sales, or other dispositions of like-quality lease products from the same field or area. In evaluating the comparability of arm's-length contracts for purposes of this agreement, the following factors shall be considered: price, time of execution, duration, market or markets served, terms, quality, volume, posted prices, prices received for arm's-length spot sales, other reliable public sources of price or market information, and such other factors as may be appropriate.
- c. "Lease products" means any leased minerals attributable to, originating from, or allocated to this lease.
- d. "Marketable condition" for gas means sufficiently free from impurities, except CO₂, H₂S, and N₂, and otherwise in a condition that it will be accepted by a purchaser under a sales contract typical for the field or area.
- e. "Marketable condition" for oil means sufficiently free from impurities and otherwise in a condition that it will be accepted by a purchaser under a sales contract typical for the field or area.
- f. "Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves the underground reservoir, including, but not limited to, oil, casinghead gasoline, drip gasoline and natural gasoline extracted from natural gas.

2. Royalties:

The Nonparticipating Royalty shall be determined and paid as follows:

- a. The Nonparticipating Royalty Owner shall be paid a royalty equal to one-sixth (1/6th) of the gross proceeds of sale of all oil and/or gas produced and saved in any combination from the leased premises as further set forth below. The lease products shall be placed in marketable condition at no cost to the Nonparticipating Royalty Owner. The value of gross proceeds shall be increased to the extent that the gross proceeds have

been reduced because the purchaser, or any other person, is providing certain services the cost of which is the responsibility of the lessee to place lease products in marketable condition.

- b. At the sole option of the Nonparticipating Royalty Owner, and in lieu of royalty payments upon oil and/or gas produced and saved, the Nonparticipating Royalty Owner shall be delivered the credit free of cost up to one-sixth part of all oil and/or gas produced and saved under the terms of the lease to facilities to which the wells may be connected.

(continued on next page)

NONPARTICIPATING ROYALTY PAYMENT TERMS - (Continued)

- c. Payments specified must be made on or before the 25th day of the first month following oil production sale or the second month following gas and/or plant products sale. Payments made after the due date shall include interest at the rate of 1.5% per month, or at the maximum legal rate, whichever is less, on the amount of royalty unpaid. A full month's interest will be charged for late payments received during any portion of the month in which late payment is received.
- d. Should oil be produced from any well, the gross proceeds of sale of lease products of such oil shall be free to the Nonparticipating Royalty Owner of any cost to whichever point is first encountered:
- The point of sale to an independent nonaffiliated third party purchaser; or,
 - To an affiliated purchaser, provided the sale is at prevailing market rates.; or,
 - The point of entry into an independent nonaffiliated third party owned pipeline system; or,
 - The point of entry into an affiliate-owned pipeline system, provided transportation rates are at prevailing market rates. Upon request by the Nonparticipating Royalty Owner, written justification of charges must be submitted and agreed to in writing by the Nonparticipating Royalty Owner.
- e. Should gas, including casinghead gas, be produced and saved from any well, the gross proceeds of sale of lease products of said gas shall be free to the Nonparticipating Royalty Owner of any cost to whichever point is first encountered:
- The point of entry into a facility to remove CO₂, H₂S, and N₂, or obtain plant products; or
 - The point of entry into an independent nonaffiliated third party-owned pipeline system; or,
 - The point of entry into a pipeline system owned by a gas distribution company, or any subsidiary of such gas distribution company, which is regulated by the Michigan Public Service Commission; or
 - The point of entry into an affiliated pipeline system, if the rates charged by such pipeline system have been approved by the Michigan Public Service Commission, or if the rates charged are reasonable, as compared to independent pipeline systems, based on such pipeline system's location, distance, cost of service and other pertinent factors. Upon request by the Nonparticipating Royalty Owner, written justification of charges must be submitted and agreed to in writing by the Nonparticipating Royalty Owner.
- f. All royalties accruing to the Nonparticipating Royalty Owner herein shall be without deduction of any costs incurred except as agreed herein. Nonparticipating royalty owner's royalty is to be free and clear of all costs, claims, charges and expenses of any nature, including third party post-production costs on or off the premises except as herein provided, and except for the reasonable costs of CO₂, H₂S, and N₂ removal there shall be no deduction for the cost of gathering, separating, dehydrating, compressing or treating the gas to make it marketable. There shall be no deduction for

transportation costs prior to entry of gas into a pipeline system as set forth in 2.f. (2) through (4) without the prior written consent of the Nonparticipating Royalty Owner.

As the state of Michigan is not liable for any taxes, no deduction for any taxes may be made in computing the nonparticipating royalty to the state.

MICHIGAN DEPARTMENT OF NATURAL RESOURCES MISSION STATEMENT

"The Michigan Department of Natural Resources is committed to the conservation, protection, management, use and enjoyment of the state's natural resources for current and future generations."

NATURAL RESOURCES COMMISSION STATEMENT

The Natural Resources Commission (NRC), as the governing body for the Michigan Department of Natural Resources, provides a strategic framework for the DNR to effectively manage your resources. The NRC holds monthly, public meetings throughout Michigan, working closely with its constituencies in establishing and improving natural resources management policy.

The Michigan Department of Natural Resources provides equal opportunities for employment and access to Michigan's natural resources. Both state and federal laws prohibit discrimination on the basis of race, color, national origin, religion, disability, age, sex, height, weight, or marital status under the U.S. Civil Rights Acts of 1964 as amended, 1976 MI PA 453, 1976 MI PA 220, Title V of the Rehabilitation Act of 1973 as amended, and the 1990 Americans with Disabilities Act, as amended.

If you believe that you have been discriminated against in any program, activity, or facility, or if you desire additional information, please write: Human Resources, Michigan Department of Natural Resources, PO Box 30028, Lansing MI 48909-7528 or Michigan Department of Civil Rights, Cadillac Place, Suite 3-600, 3054 W. Grand Blvd, Detroit, MI 48202, or Division of Federal Assistance, U.S. Fish and Wildlife Service, 4401 North Fairfax Drive, Mail Stop MBSP-4020, Arlington, VA 22203.

For information or assistance on this publication, contact Grants Management, Michigan Department of Natural Resources, PO Box 30425, Lansing, MI 48909-7925.

This publication is available in alternative formats upon request.