

**RICE CREEK WATERSHED DISTRICT COST-SHARE ASSISTANCE AND  
OPERATION AND MAINTENANCE AGREEMENT FOR  
STORMWATER, EROSION CONTROL AND LANDSCAPING FEATURES**

THIS AGREEMENT is made on this \_\_\_\_ day of \_\_\_\_\_, 2011 (Effective Date), by \_\_\_\_\_, (Owner) of the property located at \_\_\_\_\_(Property), and the Rice Creek Watershed District (District), a Minnesota Special Purpose Unit of Government with powers set forth at Minnesota Statutes 103B and 103D.

WHEREAS, the Owner intends to construct a water quality improvement project at the Property as shown on the attached **Exhibit A** (Project).

WHEREAS, the District has initiated a subwatershed stormwater retrofit assessment program for the improvement and remediation of stormwater management systems in the Rice Lake Subwatershed, located in the City of Lino Lakes, Anoka County, Minnesota.

WHEREAS, the District desires to provide cost-share assistance for the Project.

WHEREAS, the District is to receive a portion of the Project’s funding through a State Cost-Share Contract with the Anoka Conservation District (ACD).

NOW, THEREFORE, in consideration of mutual promises set forth herein and other good and valuable consideration, the District and Owner agree as follows:

1. The District will be solely responsible for payment to the contractor for services provided for initial construction of the Project. Under no circumstances shall the Owner be responsible for payment of the Project’s initial construction expenses.
2. The District and Owner each agree that financial responsibility to the contractor for construction of this Project shall be as shown in **Table 1** below:

**Table 1. Financial Responsibility for Project**

<b>RESPONSIBLE PARTY</b>	<b>COST (\$)</b>	<b>% OF TOTAL</b>
<b>Owner</b>	<b>0.00</b>	<b>0.0</b>
<b>District (Total)</b>	<b>X,XXX.XX</b>	<b>100.0</b>
<i>Funds from Anoka Conservation District</i>	<i>X,XXX.XX</i>	<i>50.0</i>
<i>Funds from Rice Creek Watershed District</i>	<i>X,XXX.XX</i>	<i>50.0</i>
<b>TOTAL PROJECT COST</b>	<b>X,XXX.XX</b>	<b>100.0</b>

3. The District assumes the full and sole responsibility for coordinating the initial construction of the Project on the Property, including, but not limited to soliciting contractors and bids and coordinating the construction schedule.
4. The District will not under any circumstances be responsible for the on-going physical performance of the Project, or for any repairs, changes or alterations to the same and appurtenances, and the District will not be liable for the cost thereof.
5. The Owner agrees, at Owner's expense and at no cost to the District, to regularly **(1)** maintain the integrity and viability of the Project, **(2)** maintain all native perennial vegetation in the Project area in a way which does not compromise the effectiveness of the design, **(3)** maintain and trim all other shrubs and vegetation in the Project area, **(4)** remove all litter, debris, and accumulated sediment from the Project area including the pretreatment chambers, **(5)** clean the pretreatment chamber filter screens periodically to prevent clogging, and **(6)** repair or replace any grass or other vegetation in the Project area disturbed by maintenance.
6. The Owner assumes the full and sole responsibility for the maintenance and management of the Project on the Property to ensure that the conservation objective of the Project is met and the effective life, a minimum of ten years, is achieved. Should the owner fail to maintain the Project during its effective life, the Owner is liable to the District for the amount of financial assistance provided to the Project by the District, up to 100% of the **TOTAL PROJECT COST** identified in **Table 1**.

The Owner is not liable to the District for financial assistance provided to the Project if **(1)** the District determines that the Project's failure was caused by reasons beyond the Owner's control, **(2)** the Owner has conveyed title to the Property, provided that the Owner notifies the District at least 30 days prior to conveyance of the Property and facilitates communication between the District and the prospective owner regarding continued maintenance of the Project, or **(3)** if conservation practices are applied at the Owner's expense that provide equivalent protection of the soil and water resources.

7. The Owner agrees to indemnify, defend, and hold harmless the District from all present and future claims that may arise from the construction and maintenance of the Project located on the Property.
8. The Owner shall allow the District and/or the ACD to bring other landowners to the Property, at reasonable times and with prior notice to the Owner, to view the Project for the purpose of encouraging other landowners to utilize similar Best Management Practices. This paragraph does not create any right of public entry onto Owners property except as coordinated with Owner and accompanied by a District or ACD representative.

9. This agreement will remain in effect for ten (10) years after the Effective Date. Any modification or cancellation of this agreement shall be in writing and signed by both parties.

10. Any notice provided under this Agreement will be sent by certified mail, return receipt requested, or by personal service at the following addresses:

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

Rice Creek Watershed District  
4325 Pheasant Ridge Drive NE #611  
Blaine, MN 55449

IN WITNESS WHEREOF, this Agreement is executed.

**OWNER(S)**

\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, Owner(s).

[Stamp]

\_\_\_\_\_  
**NOTARY PUBLIC**

**RICE CREEK WATERSHED DISTRICT,**

\_\_\_\_\_  
Board President

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, the Board President of the Rice Creek Watershed District, a Minnesota Special Purpose Unit of Government, on its behalf.

[Stamp]

\_\_\_\_\_  
**NOTARY PUBLIC**

THIS INSTRUMENT WAS DRAFTED BY:

Name: Rice Creek Watershed District

Address: 4325 Pheasant Ridge Dr NE #611, Blaine, MN 55449