

# MEMORANDUM

**TO:** Board of Managers  
**FROM:** Liz Forbes  
**DATE:** April 28, 2022  
**RE:** Request to enter into a cost share agreement for installation of a native vegetation shoreline buffer for *Lake Riley Woods Homeowners Association*

The Lake Riley Woods Homeowners Association were approved for a permit (2021-049) to perform maintenance and stabilization of approximately 300 feet of shoreline on the south side of Lake Riley. As part of the project, they would also like to install a native vegetation buffer to filter and infiltrate runoff before it enters the lake; this practice goes above and beyond permit requirements with naturalization of 120 feet of shoreline.

Cost for design and installation of native vegetation buffer is \$16,650. Proposed cost-share is 75% not to exceed \$12,500.

The native vegetation buffer consists of three planting combinations: upland (1,000 plants), wet meadow (900 plants), and emergent-to-mesic (252 plants). Native plant plugs of 34 different species will be purchased from MNL and spaced 2 inches apart during planting. The depth of the native plant buffer ranges from 4 to 24 feet. Image below shows native planting schematic with key.



**RESOLUTION NO. 22-040**  
**Riley-Purgatory-Bluff Creek Watershed District**  
**Board of Managers**

**Authorizing execution of cost share agreement with the Lake Riley Woods Homeowners Association for installation and three years of professional maintenance of a native vegetation shoreline buffer.**

Manager \_\_\_\_\_ offered the following resolution and moved its adoption, seconded by Manager \_\_\_\_\_:

**WHEREAS** Riley-Purgatory-Bluff Creek Watershed District's 2018 10-Year Watershed Management Plan identifies and allocates funding to implement a cost-share program to provide incentives for BMPs;

**WHEREAS** the Managers approved Permit 2021-049 for the Foxford Road Homeowners Association property at the September 1, 2021, Board of Managers meeting;

**WHEREAS** RPBCWD staff and the Watershed Stewardship Grant committee reviewed the application for the proposed native vegetation buffer and determined the project would meet RPBCWD goals to minimize the negative impacts of erosion and sedimentation, to use natural materials and bioengineering for the maintenance and restoration of shorelines, to minimize pollutant loading to water resources, and to promote infiltration to reduce runoff, improve water quality, and promote aquifer recharge.

**NOW THEREFORE BE IT RESOLVED** that the RPBCWD Board of Managers authorizes the interim administrator, with advice of counsel, to enter the attached contract with the Lake Riley Woods Homeowners Association, substantially in the form of the attached, for a cost not to exceed \$16,250, as finalized with such nonsubstantive changes as are necessary to implement the intent of the managers.

The question was on the adoption of the resolution and there were \_\_\_\_ yeas and \_\_\_\_ nays as follows:

Yea                      Nay                      Abstain                      Absent

**CRAFTON  
KOCH  
PEDERSEN  
ZIEGLER**

Upon vote, the president declared the resolution \_\_\_\_\_ on this 4<sup>th</sup> day of May, 2022.

\* \* \* \* \*

I, Dorothy Pedersen, secretary of the Riley-Purgatory-Bluff Creek Watershed District, hereby certifies that I have compared the above resolution with the original thereof as the same appears of record and on file with RPBCWD and find the same to be a true and correct transcription thereof, and further that the resolution is in full force and effect on this date, and Resolution 22-026 has not been modified, amended or rescinded since its adoption.

IN TESTIMONY WHEREOF, I set my hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Dorothy Pedersen, Secretary

**Exhibit A  
Agreement**

DRAFT

## RILEY-PURGATORY-BLUFF CREEK WATERSHED DISTRICT

Cost-Share Funding Agreement  
Lake Riley Woods Homeowners Association

LOCATION: **Foxford Road, Chanhassen, MN 55317**  
PARCEL PIN: **254080360**

This cost-share agreement, for support of water resource protection and education through the Riley-Purgatory-Bluff Creek Watershed District Cost-Share Program, is entered into between the Riley-Purgatory-Bluff Creek Watershed District, a public body with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D (RPBCWD), and **Lake Riley Woods Homeowners Association** (Owner), a Minnesota nonprofit corporation and fee title owner of property described above (the Property).

RPBCWD has determined that it will contribute cost-share funding for implementation of water resources-conservation practices in conjunction with a project that Owner has undertaken to **install a native vegetation buffer**. RPBCWD has determined the amount of funding that it will contribute to the design and implementation of the practices on the basis of the water-quality improvement, public education and demonstration benefits that will be realized. RPBCWD commits to reimburse Owner in accordance with the terms and on satisfaction of the conditions of this agreement.

### 1. Scope of Work

Owner will provide for **installation of a native buffer along the Riley Lake shoreline** on the Property (the Project) in substantial conformance with the site plan, design and budget attached to and incorporated into this agreement as Exhibit A. To the extent there is any real or perceived conflict between a term of this agreement and Exhibit A, the terms of this agreement will prevail. On completion of installation of the Project, Owner must submit to RPBCWD a report that includes a narrative describing the installation of the Project, a description of and receipts documenting eligible costs incurred and in-kind contributions, a description of any changes made or expected to the Project and photographs documenting installation (Project Report). A final Project Report must be submitted to RPBCWD within 30 days of the completion of installation.

### 2. Contractor

Owner will select a contractor or contractors for the Project or install the Project itself, and Owner will ensure installation of the Project in substantial conformity with Exhibit A. In contracting for installation of the Project, Owner will ensure that no person is excluded from full employment rights or participation in or benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public-assistance status or national origin, and that no person protected by applicable federal or state laws, rules or regulations against discrimination is subject to discrimination.

### 3. Reimbursement

When RPBCWD has inspected the Project to confirm functionality and implementation in material conformity with Exhibit A and received from Owner:

- a. documentation that the maintenance declaration required by section 5 of this agreement has been filed for recordation; and
- b. an invoice and receipts documenting the Project costs, along with any completed reimbursement forms required by RPBCWD,

RPBCWD will reimburse Owner **75 percent** or \$12,500, whichever is less, of Owner's eligible costs to design and install the Project. In-kind labor will not be reimbursed, but may be applied toward total cost of completion of the Project. Labor contributed toward the completion of the Project by Owner will be assigned a value of \$15 per hour. Reimbursement under this agreement will not exceed a total of **\$12,500**.

RPBCWD, on receipt and approval of documentation (including receipts) and confirmation by RPBCWD of maintenance in substantial conformity with Exhibit B, will reimburse Owner **75% percent** or \$3,750, whichever is less, of Owners' eligible costs of contracted qualified professional maintenance, of the Project during the three years following Project installation. Reimbursement under this agreement for three years of professional maintenance of Project will not exceed a total of **\$3,750**.

RPBCWD will make reimbursement within 45 days of receipt of the invoice and required accompanying documentation described above, unless the RPBCWD finds that the Project does not meet standards described herein for reimbursement, in which case RPBCWD will provide an explanation to Owner sufficient for Owner to timely cure the deficiency.

RPBCWD has determined that partial performance of obligations under section 1 of this agreement may confer no or limited benefit on RPBCWD. As a result:

- a. RPBCWD may withhold 10 percent of any reimbursement under this section 3 until RPBCWD has confirmed substantial completion of the Project; and
- b. if implementation, including vegetation establishment where specified, of the Project is not substantially completed in material conformance with the approved plans and specifications within two (2) years of the date this agreement is fully executed, subject to delays outside of Owner's control, RPBCWD will not be obligated to provide reimbursement to Owner under this agreement and may declare this agreement rescinded and no longer of effect. Notwithstanding, the parties will consult before RPBCWD elects to deny reimbursement or rescind the agreement.

### 4. Right of Access

Owner will permit RPBCWD representatives to enter the Property at reasonable times to inspect the work, ensure compliance with this agreement and monitor or take samples for the purposes of assessing the installation or performance of the Project and compliance with the terms of this agreement. If RPBCWD finds that an obligation under this agreement is not being met, it will provide 30 days' written notice and opportunity to cure, and thereafter may declare this agreement

void. Owner will reimburse RPBCWD for all costs incurred in the exercise of this authority, including reasonable engineering, legal and other contract costs.

5. Maintenance

Exhibit B, a draft maintenance declaration for the Project, is attached to and incorporated into this agreement. The attached declaration provides that Owner and its successors and assigns will inspect and maintain the Project in accordance with Exhibit B. Within 30 days of the certification of completion of the Project by RPBCWD, Owner will complete a draft of the declaration and submit to RPBCWD for approval. Once the declaration is approved, Owner must execute and file the completed declaration with the county recorder or registrar, as appropriate, within 30 days, and submit documentation of recordation to RPBCWD. RPBCWD and its representatives may enter the Property at reasonable times to inspect the condition of the Project and confirm proper maintenance.

6. Acknowledgment and Publicity

Owner will cooperate with RPBCWD to seek publicity and media coverage of the Project, and to allow members of the public periodically to enter the Property to view the Project in the company of an RPBCWD representative. Owner will permit RPBCWD, at its cost and discretion, to place reasonable signage on Owner's property informing the general public about the Project and RPBCWD's cost-share program.

7. Independent Relationship; Indemnification

RPBCWD's role under this agreement is solely to provide funds to support the Project, in recognition of the maintenance, demonstration and dissemination of knowledge about innovative approaches to stormwater management. RPBCWD's review of design, plans and specification notwithstanding, RPBCWD has no authority to select, nor has it had any role in selecting, the design, means, method or manner of performing any work or the person or firm who will perform the work necessary to implement the Project. Owner acts independently and selects the means, method and manner of implementing the Project. Review of any plans, specifications, design or installation by RPBCWD or its representative is solely for the purpose of establishing accountability for RPBCWD funds expended. Neither Owner nor Owner's contractor acts as the agent or representative of RPBCWD in any manner.

Owner will hold RPBCWD, its officers, board members, employees and agents harmless, and will defend and indemnify RPBCWD, with respect to all actions, costs, damages and liabilities of any nature arising from: (a) Owner's negligent or otherwise wrongful act or omission, or breach of to the degree that they are the result of Owner's, a subcontractor's or an assignee's negligence or the result of other action or inaction by Owner, a subcontractor or an assignee that is the basis for Owner, the subcontractor's or the assignee's liability in law or equity.

8. Remedies; Immunities

Only contractual remedies are available for a party's failure to fulfill the terms of this agreement. Notwithstanding any other term of this agreement, the District and the Partner waive no immunities

in tort. No action or inaction of a party under this agreement creates a duty of care for the benefit of any third party. This agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party.

9. Effective Date; Termination; Survival of Obligations

This agreement is effective when fully executed by all parties and expires 5 years thereafter. RPBCWD retains the right to void this agreement if the Project is not certified as substantially complete by **May 15, 2023**. RPBCWD may grant a request to extend the construction-completion period based on satisfactory explanation and documentation of the need for an extension. Upon issuance by RPBCWD of notice of RPBCWD's determination to void this agreement, Owner will not receive any further reimbursement for work subject to this agreement, unless RPBCWD extends the implementation-completion period.

All obligations that have come into being before termination, specifically including obligations under paragraphs 4, 5 and 6 will survive expiration.

10. Compliance With Laws

Owner is responsible to secure all permits and comply with all other legal requirements applicable to the Project.

11. Notices

Any written communication required under this agreement shall be addressed to the other party as follows:

To RPBCWD :

Administrator  
Riley Purgatory Bluff Creek Watershed District  
18681 Lake Drive East  
Chanhassen, MN 55317

To Owner:

Lake Riley Woods Homeowners Association  
Attn: Barry Wachter, President  
9431 Foxford Road  
Chanhassen, MN 55317

12. Waiver

RPBCWD's failure to insist on the performance of any obligation under this agreement does not waive its right in the future to insist on strict performance of that or any other obligation. Notwithstanding any other term of this agreement, RPBCWD waives no immunities in tort. This agreement creates no rights in and waives no immunities with respect to any third party or a party to this agreement.

13. Venue and Jurisdiction

The agreement will be construed under and governed by the laws of the State of Minnesota. The appropriate venue and jurisdiction for any legal action hereunder will be Hennepin County, Minnesota.

*{Signature page follows.}*

DRAFT

Intending to be bound, the parties hereto execute and deliver this agreement.

**Lake Riley Woods Homeowners Association**

\_\_\_\_\_

Date:

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

Title: \_\_\_\_\_

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of the Lake Riley Woods Homeowners Association.

\_\_\_\_\_  
Notary Public

**RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT**

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

Terry Jeffery  
Interim District Administrator

**Exhibit A**

DRAFT

**Work Plan, Budget, Site Plan and Drawings**

DRAFT



3243 Winpark Drive  
 New Hope, MN 55427  
 Phone: 763-544-8002

Foxford Road HOA  
 Phone: 952-807-6490  
 Cell: 952-221-9852

9430 Foxford Road  
 Chanhassen, MN 55317

Print-date: 5-10-2021

**PRELIMINARY BUDGET PROPOSAL**

This document is not a contract proposal for work to be performed and is intended to be used as a preliminary budgeting tool for use in the design and selection process. The proposed budgets reflect typical pricing for the items listed but do not include actual material/product selection pricing or vendor and subcontracting quotes. Updated budgets will be provided as the design evolves. Turf restoration or landscaping restoration not explicitly written in the line items below is not included in this preliminary budget proposal.

Price Breakdown

Title	Description	Qty / Unit	Unit Price	Price
RPBCWD Permit	We will create the drawings required to obtain a watershed district rip rap permit. We will fill out and submit the permit application form. The actual cost of the permit will be added to the contract price via a change order once the cost of the permit is known.	1 Lump Sum	900.00	\$900.00
Landscape Design Fees	We will create a planting plan for the native areas of the shoreline to apply for a grant. <b>1 of 2 pieces eligible for RPBCWD cost share</b>	1 Lump Sum	900.00	\$900.00
Removal - Stump	We will remove and dispose of the 30" stump.	1 EA	900.00	\$900.00
Grading - Machine	General grading with a skid loader or CTL.	8 HR	155.00	\$1,240.00
Excavation	We will excavate out an area for the beach.	4 HR	150.00	\$600.00
Salvage Boulder Wall	The existing boulders along the shoreline will be removed, salvaged, and reinstalled as rip rap.	35 ton	190.00	\$6,650.00
8"-24" Fieldstone Rip Rap	8"-24" fieldstone rip rap will be installed. The rip rap will be placed over a 7 oz geotextile fabric on a 3:1 slope. A toe boulder will be placed 6' waterward of the OHW. The smaller boulders will be used for the drainage swale.	40 ton	220.00	\$8,800.00
Beach Sand	Beach sand will be installed at the specified depth over the beach area. The sand cannot extend more than 10' waterward of the OHW per MN DNR specifications.	25 ton	100.00	\$2,500.00
Topsoil -	Top soil with compost amendment will be installed at specified depth.	10	100.00	\$1,000.00

Garden  
Mix

2 of 2 pieces eligible for RPBCWD cost share

CY

Planting  
Allowance

An allowance of \$15,750.00 is established for the plantings for the native areas. Quantities and pricing will be adjusted according to the final design. If a grant is secured, the HOA will be responsible for 25% of the planting costs as quoted in this preliminary budget proposal.

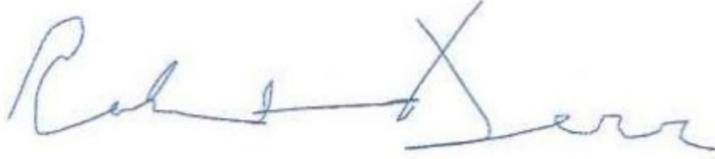
1 3,937.50 \$3,937.50  
Lump  
Sum

**Total Price: \$27,427.50**  
PLANTING ALLOW: 11,812.50

**Acceptance of Proposal:**

This document is not a contract proposal for work to be performed and is not legally binding. Your signature only recognizes that you have received and reviewed the preliminary budgets outlined above.

TOTAL : 39,240.00  
BID



Signature

Approved by:

 Foxford Road HOA

Date:

12-24-2020 2:34 PM



3243 Winpark Drive  
New Hope, MN 55427  
Phone: 763-544-8002

Foxford Road HOA  
Phone: 952-807-6490  
Cell: 952-221-9852

Job Address:  
9430 Foxford Road  
Chanhassen, MN 55317

**Print Date:** 4-28-2022

## Foxford Road Maintenance

### 2022 LANDSCAPE MAINTENANCE PROPOSAL

Under this agreement, NEC | PEBL DESIGN shall perform the scope of **Landscape Maintenance** outlined herein for the period of June 2022 - July 2024.

#### Proposed Scope of Services:

- Plug Planted Zones: Upland Meadow, Wet Meadow, Emergent-Mesic
  - Remove weeds by hand (where possible)
  - Spot Spray herbicide- Rodeo (Glyphosate) if necessary
  - Monitor plant establishment, pest disturbance and overall health
  - Water plugs if necessary
  - Seasonal mowing (if necessary) for plant establishment
  - Off-site disposal of any weeded/removed material
  - Make recommendations for plant replacement and/or augmentation as needed
  
- Hardscapes: Sand Beach, Rip Rap
  - Remove any weeds by hand (where possible)
  - Spot Spray herbicide- Rodeo [Glyphosate] (if necessary)
  - Remove any leaf litter/trash
  - Monitor material wear/appearance
  - Off-site disposal of any weeded/removed material

**Fee:** Cost of maintenance service visits to be based on Time and Materials and includes:

- Labor: (1) Foreman & (1) Support Crew for (8) hours (16 hours Total) including drive time
- Mileage: 42 miles
- Materials
- Administrative Overhead

Items	Price
Annual Maintenance Fees	<b>\$5,400.00</b>
<b>Year 1</b>	<b>\$1,800.00</b>

(1) Site Visit - August 2022

**Year 2**

**\$1,800.00**

(1) Site Visit - June 2023

**Year 3**

**\$1,800.00**

(1) Site Visit- June 2024

**Total Price: \$5,400.00**

**This Proposal does not include:**

- Lawn Mowing Services

**Conditions and Provisions:**

- Expiration: This proposal is good for a period of up to 30 days from the date of the proposal.

**Payment Schedule:**

Annual site maintenance visit will be invoiced after each scheduled visit, payable within 10 days.

**Additional Services:**

The cost of any changes to the scope of work will be priced individually and agreed to, in writing by both parties, before additional work is performed. The cost will be added to the original base bid price.

**Acceptance of Proposal:**

If acceptable, please provide your signature below as indication of your authority to proceed and acceptance of these terms.

I confirm that my action here represents my electronic signature and is binding.

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Print Name:**

\_\_\_\_\_

# CONTEXT PLAN



## KEYED NOTES

1. Beach
2. Hard Armor Edge with Planted Buffer
3. Bioengineered Edge with Planted Buffer
4. HOA Property Entrance
5. HOA Path
6. HOA Dock



3243 Winpark Drive,  
 New Hope, MN 55427  
 763-544-8002  
[www.naturalenvironmentscorp.com](http://www.naturalenvironmentscorp.com)  
[www.pebl.design](http://www.pebl.design)

***SCHMATIC PROPOSAL: 05-13-2021***  
 FOXFORD ROAD HOA  
 9500 FOXFORD ROAD  
 CHANHASSEN, MN 55364

# SITE PLAN



## KEYED NOTES

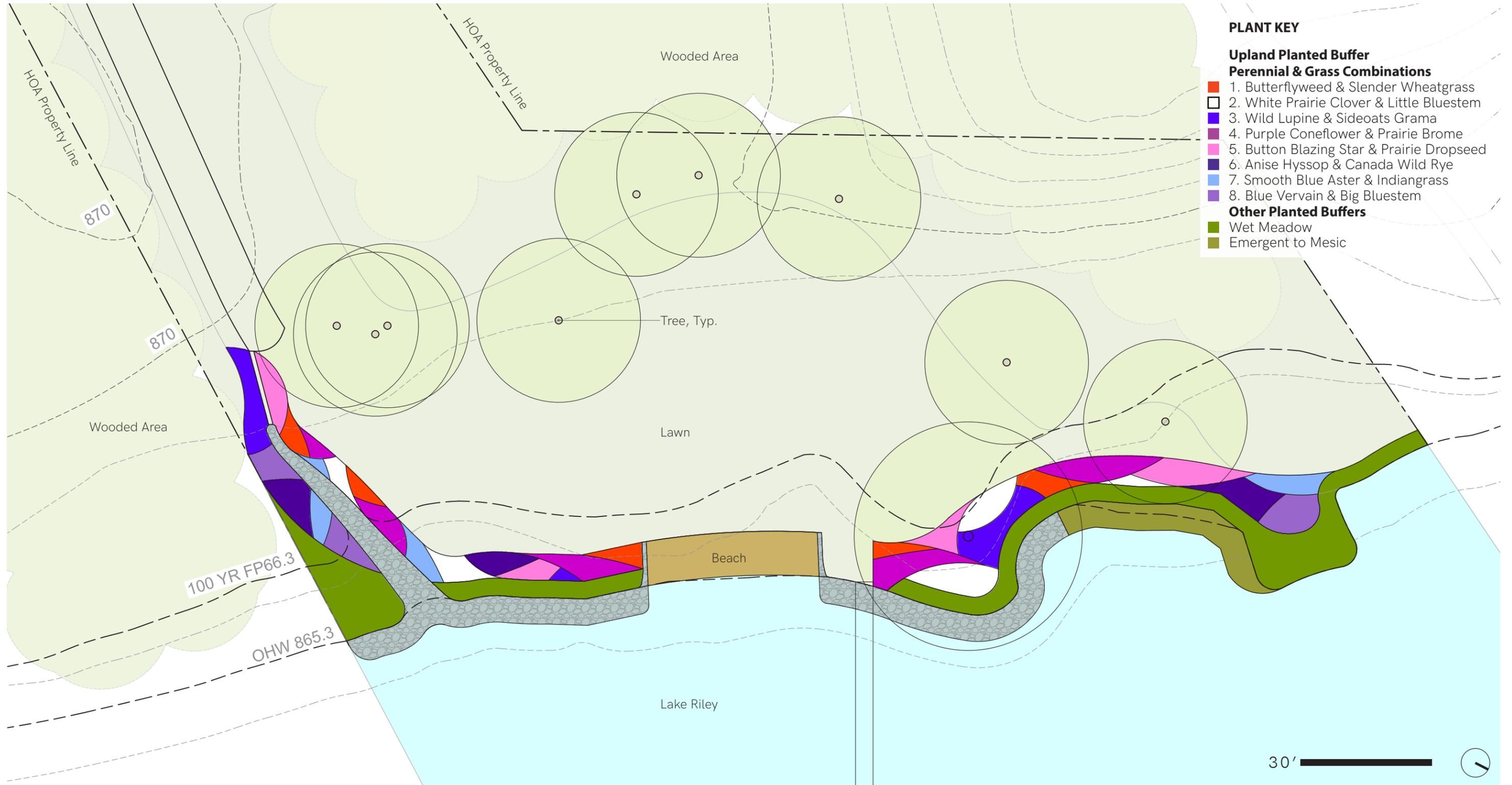
1. Beach (40 ft - 24 ft addition)
2. Hard Armor Rip Rap Edge
3. Planted Buffer - Wet Meadow to Upland
4. Planted Buffer - Emergent to Mesic



3243 Winpark Drive,  
New Hope, MN 55427  
763-544-8002  
www.naturalenvironmentscorp.com  
www.pebl.design

***SCHMATIC PROPOSAL: 05-13-2021***  
FOXFOR ROAD HOA  
9500 FOXFOR ROAD  
CHANHASSEN, MN 55364

# PLANTING PLAN



3243 Winpark Drive,  
New Hope, MN 55427  
763-544-8002  
www.naturalenvironmentscorp.com  
www.pebl.design

***SCHMATIC PROPOSAL: 05-13-2021***  
FOXFORD ROAD HOA  
9500 FOXFORD ROAD  
CHANHASSEN, MN 55364



Professional Landscaping Services, Since 1983

- Landscape Design
- Shorelines
- Retaining Walls
- Patios
- Stormwater Management
- Sustainable Design
- Fine masonry
- Commercial

3243 Winpark Dr, New Hope, MN 55427  
 tel: 763-544-8002 fax: 763-445-2207  
 www.naturalenvironmentscorp.com

ISSUANCE

RPBC PERMIT

PROJECT NAME

**Foxford Rd Homeowners Association**  
 9500 Foxford Road  
 Chanhassen, MN 55317

REVISION DATE

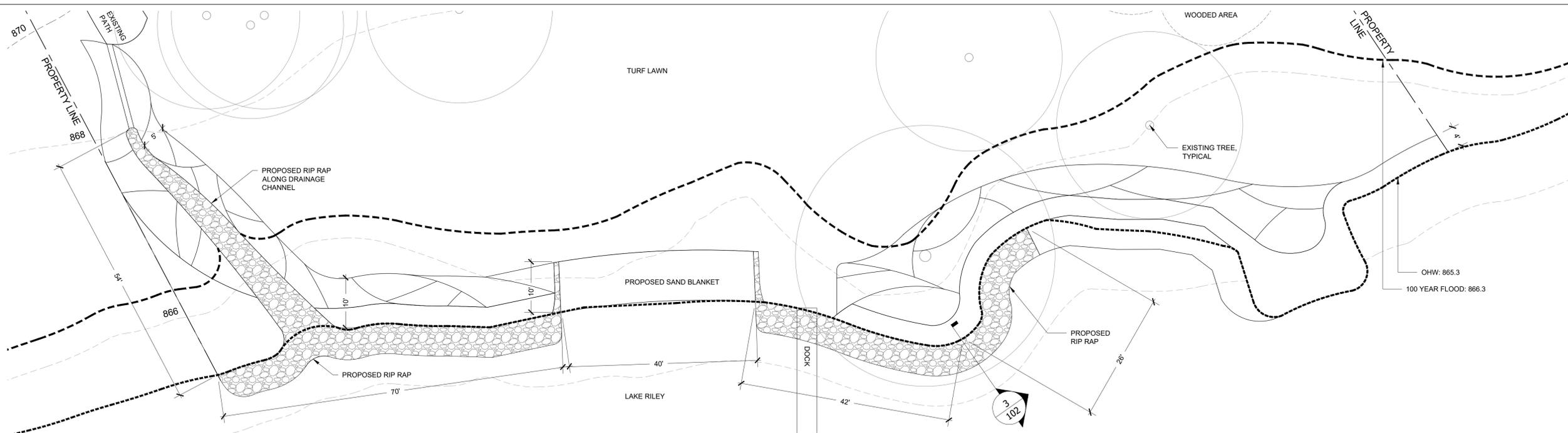
05-18-2021  
 Date  
 Date  
 Date  
 Date

SHEET NAME

RPBC SHORELINE PLAN

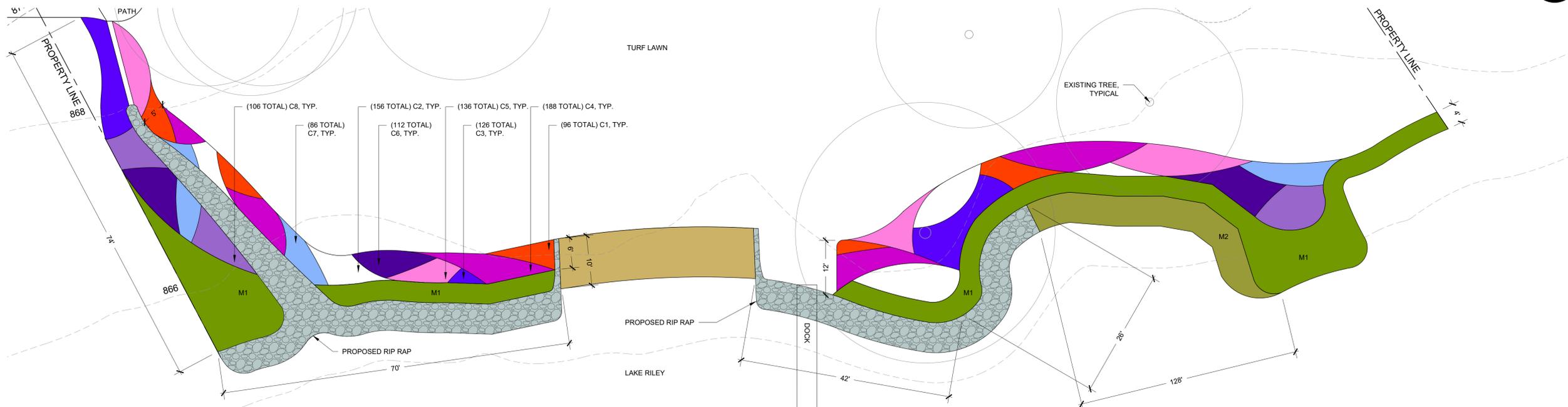
SHEET NUMBER

L100



1 SHORELINE PLAN

Scale: 3/32"=1'



2 SHORELINE PLANTING PLAN

Scale: 3/32"=1'



PLANT SCHEDULE

CODE	COMMON NAME	LATIN NAME	SIZE	QNTY	NOTES	HEIGHT	SPACING	CODE	COMMON NAME	LATIN NAME	SIZE	QNTY	NOTES	HEIGHT	SPACING	CODE	COMMON NAME	LATIN NAME	SIZE	QNTY	NOTES	HEIGHT	SPACING
1. UPLAND PERENNIAL & GRASS COMBINATIONS								2. WET MEADOW								2. EMERGENT TO MESIC							
C1	Butterfly Milkweed	Asclepias tuberosa	2" Plugs	48	Dry to Mesic	H: 1-3 ft	2', TYP.																
C2	White Prairie Clover	Agropyron trachycaulum	2" Plugs	48	Dry to Mesic	H: 1-3 ft																	
C3	Wild Lupine	Dalea candidum	2" Plugs	78	Mesic	H: 1-2 ft																	
C4	Purple Coneflower	Schizachyrium scoparium	2" Plugs	78	Dry to Mesic	H: 2-4 ft																	
C5	Prairie Brome	Lupine perennis	2" Plugs	63	Mesic	H: 3-4 ft																	
C6	Canada Wild Rye	Bouteloua curtipendula	2" Plugs	63	Mesic	H: 2-3 ft																	
C7	Smooth Blue Aster	Echinacea purpurea	2" Plugs	94	Dry to Mesic	H: 2-5 ft																	
C8	Big Bluestem	Bromus kalmii	2" Plugs	94	Dry to Mesic	H: 2-4 ft																	
M1	Lead Plant	Amorpha canescens	2" Plugs	110	Dry to Mesic	H: 2-3 ft																	
M2	Swamp Marigold	Asclepias incarnata	2" Plugs	110	Mesic to Wet	H: 4-5 ft																	
	Joe Pye Weed	Desmodium canadense	2" Plugs	110	Dry to Mesic	H: 2-5 ft																	
	Common Boneset	Mimulus ringens	2" Plugs	110	Mesic to Wet	H: 1-3 ft																	
	Northern Blue Flag	Symphotrichum lanceolatum	2" Plugs	110	Mesic to Wet	H: 2-5 ft																	
	Great Blue Lobelia	Vernonia fasciculata	2" Plugs	110	Mesic to Wet	H: 2-4 ft																	
	Obedient Plant	Culver's Root	2" Plugs	110	Mesic to Wet	H: 4-7 ft																	
	Common Arrowhead	Golden Alexanders	2" Plugs	110	Mesic	H: 1-3 ft																	
	Sparganium eurycarpum	Long Beaked Sedge	2" Plugs	110	Mesic to Wet	H: 2-3 ft																	
	Fox Sedge	Carex vulpinoidea	2" Plugs	28	Emergent to Mesic H: 1-2 ft																		
					Emergent to Mesic H: 5-7 ft																		
					Emergent to Mesic H: 2-4 ft																		
					Emergent to Mesic H: 1-3 ft																		
					Emergent to Mesic H: 2-3 ft																		
					Mesic	H: 3-4 ft																	
					Emergent	H: 2-3 ft																	
					Emergent	H: 3-4 ft																	
					Emergent to Mesic H: 2-3 ft																		

PLANTING NOTES

- INSTALL 3 YEAR COCONUT EROSION CONTROL BLANKET ON ALL DISTURBED PLANTING BEDS
- ALL VEGETATED BANK SLOPES TO BE LESS THAN 3:1 HORIZONTAL TO VERTICAL DISTANCE

**Exhibit B**  
**Maintenance Declaration**

DRAFT

## DECLARATION

**THIS DECLARATION** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, [DESCRIPTION OF ENTITY, E.G. “a private Minnesota corporation”] (Declarant) in favor of the Riley-Purgatory-Bluff Creek Watershed District, a special purposes local unit of government with purposes and powers pursuant to Minnesota Statutes chapters 103B and 103D (RPBCWD).

### RECITALS

**WHEREAS** Declarant is the fee title owner of real property within the City of Chanhassen, Carver County, Minnesota, platted and legally described as:

[legal description]

(the Property) and no one other than Declarant [and] [NAME AND DESCRIBE HERE ANY PARTY OTHER THAN DECLARANT (FEE TITLE OWNER) HOLDING A RECORDED OWNERSHIP INTEREST IN THE PROPERTY, IF ANY, AND ATTACH A COMPLETED CONSENT AND SUBORDINATION FROM EACH], has any right, title or legal interest in the Property; and

**WHEREAS** Declarant and the Riley-Purgatory-Bluff Creek Watershed District (RPBCWD) have executed a Cost-Share Agreement for the construction and maintenance of features shown in the site plan and design attached hereto and incorporated herein as Attachment 1 for water resource protection demonstration and education purposes (the Project); and

**WHEREAS** Declarant desires to subject the Property to certain conditions and restrictions imposed by RPBCWD as a condition of participation in the RPBCWD Cost-Share Program, including maintenance for 10 years from the date of certification of completion of installation of the Facilities, and the RPBCWD’s for the mutual benefit of the RPBCWD and the Declarant.

**WHEREAS** Declarant assumes the obligations hereunder to induce RPBCWD to enter into the Cost-Share Agreement, and agrees that there is valuable consideration for its obligations, and that this instrument is legally binding;



This instrument was drafted by:

[INSERT NAME AND ADDRESS OF WHOEVER COMPLETED THE DECLARATION ON BEHALF OF THE COST SHARE RECIPIENT]

DRAFT



**Attachment 1  
Site Plan and Design**

DRAFT

## **Attachment 2 Maintenance Plan & Schedule**

**Native Plant Restoration Areas.** Native plant restoration areas described in the site plan and design attached as Attachment 1 to this declaration must be maintained as follows:

- a. The restoration will be maintained in perpetuity free from mowing and other vegetative disturbance except as specified herein, fertilizer application, yard or other waste disposal, the placement of structures, or any other alteration that impedes the function of the prairie restoration in protecting water quality, shading riparian edge areas, moderating flow into an adjacent wetland or waterbody or providing habitat.
- b. As feasible under applicable city, county or other code, upland plantings will be subject to annual controlled burning to eliminate invasive species by a qualified professional every three to five years; where burning is not feasible, upland plantings will be mowed to control invasive species. Invasive vegetation will be destroyed by spot treatment; herbaceous vegetation 24 inches tall or more will be mowed to a height of 16 inches.
- c. Upland plantings will be replaced and seeded areas will be reseeded as necessary each spring to maintain ecological health and function and in accordance with a written proposal or plan prepared by the Owner and approved by RPBCWD staff.

**Reporting.** Owner will submit to the RPBCWD at 1, 3, and 5 years following completion of the Project described in the site plan and design attached as Exhibit A to the agreement a brief written report that describes the maintenance activities performed under the agreement to which this exhibit is attached, including dates, locations of inspection, maintenance activities performed and photographs of the Project.