

BROWN'S CREEK WATERSHED DISTRICT
BEST MANAGEMENT PRACTICES COST-SHARE PROGRAM

Cost-Share Agreement Between
BROWN'S CREEK WATERSHED DISTRICT and

LOCATION: _____
PARCEL PIN: _____

This Cost-Share Agreement, for support of water resource protection and education through the Brown's Creek Watershed District Best Management Practices Cost-Share Program, is entered into between the Brown's Creek Watershed District, a public body with powers set forth at Minnesota Statutes Chapters 103B and 103D ("BCWD"), and _____ ("OWNER").

1. Scope of Work. OWNER will install the Best Management Practice (BMP) in accordance with the Project Plan attached as Exhibit A. BCWD representatives may enter owner's property at reasonable times to inspect the work, ensure compliance with this Agreement and monitor or take samples for the purpose of assessing the performance of the BMP.

2. Grant Award. When the installation is complete in accordance with Exhibit A, the BCWD, on receipt of adequate documentation, will reimburse OWNER one hundred (100) percent of OWNER's design cost and fifty (50) percent of OWNER's cost to install the BMP, not to exceed \$5,000. OWNER will document with receipts all direct expenditures. At the time reimbursement is requested, OWNER will give the BCWD a copy of all documents concerning the work.

3. Public Access. OWNER will permit the BCWD, at its cost and discretion, to place reasonable signage on OWNER's property informing the general public about the BMP and the BCWD's Cost-Share Program. OWNER will cooperate with the BCWD in permitting members of the public periodically to enter OWNER's property to view the BMP in the company of a BCWD representative. This paragraph does not create any right of public entry onto OWNER's property except as coordinated with OWNER and accompanied by a BCWD representative.

4. Maintenance. OWNER will maintain the BMP for at least ten years from the date installation is complete in accordance with the Terms of Maintenance attached as Exhibit B. If OWNER does not do so, the BCWD will have a right to reimbursement of all amounts paid to OWNER, unless:

(a) The BCWD determines that the failure to maintain the BMP was caused by reasons beyond OWNER's control; or

(b) OWNER has conveyed the underlying property, provided OWNER notifies the BCWD at least 30 days before the property is conveyed and facilitates

communication between the BCWD and the prospective owner regarding continued maintenance of the BMP.

5. Agreement Void. The Agreement is void if BMP installation is not completed by _____.

6. Compliance with Laws. OWNER is responsible to comply with any permits or other legal requirements applicable to the work. In performing the work that is the subject of this Agreement, OWNER will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and that no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise is subject to discrimination.

7. Notices. Any written communication required under this Agreement shall be addressed to the other party as follows:

To BCWD:

Administrator
Brown's Creek Watershed District
1380 West Frontage Road
Highway 36
Stillwater MN 55082

To OWNER:

8. Waiver. The BCWD'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, the BCWD waives no immunities in tort. This Agreement creates no rights in and waives no immunities with respect to any third party.

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

OWNER

BROWN'S CREEK
WATERSHED DISTRICT

By _____

President

Subscribed and sworn to before me
this ____ day of _____, 2006.

Subscribed and sworn before me
this ____ day of _____, 2006.

Notary Public

Notary Public