

RESOLUTION NO. 22-046
Riley-Purgatory-Bluff Creek Watershed District
Board of Managers

Authorizing execution of cost share agreement with The Preserve Association for installation of a native vegetation habitat restoration.

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 RPBCWD staff and the Watershed Stewardship Grant committee reviewed the application for the proposed native vegetation habitat restoration and determined the project would meet RPBCWD goals to minimize the negative impacts of erosion and sedimentation, 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 The Preserve Association, substantially in the form of the attached, for a cost not to exceed \$17,970, 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 1st day of June, 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that the resolution is in full force and effect on this date, and Resolution 22-046 has not been modified, amended or rescinded since its adoption.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

MEMORANDUM

TO: Board of Managers
FROM: Liz Forbes
DATE: May 24, 2022
RE: Request to enter cost share agreement with *The Preserve Association*

The Preserve Association submitted a Watershed Stewardship Grant application to convert two areas of actively eroding turfgrass with steep slopes to a prairie/savanna habitat restoration. Runoff from the project area drains directly into Neil Lake via the city stormwater system.

Cost for design and installation of native vegetation buffer is \$23,960. Proposed cost-share is 75% not to exceed \$17,970. As part of the grant agreement, the HOA must maintain the project for at least 10 years.

The project will include site preparation (herbicide application, soil amendments, fine grading) followed by drilling a custom seed mix into the soil and installation of erosion control blanket. A count of 1,000 native plants of at least 25 species in 3 to 4-inch pot size will be installed 3 to 4 feet apart.

The Preserve has partnered with the District on multiple projects including turf-to-prairie and turf-to-low mow. They are enthusiastic about best practices to protect and restore water resources and committed to education and outreach programming.

Figure 1

Figure 1 shows an overview of the project areas with topographic lines. Both Area 1 (Parkway Slope) and Area 2 (North Pool Slope) are steeply sloped sites with active erosion. Work plan includes conversion of turfgrass areas to native prairie/savanna habitats to reduce erosion and increase infiltration.

Figure 2

Figure 2 provides an overview of the project areas in relation to the City of Eden Prairie's storm sewer system. Stormwater runoff in the area drains directly into Neil Lake located to the south.

The Preserve
11221 Anderson Lakes Pkwy
Eden Prairie, MN 55344

Habitat restoration installation 2022

Existing conditions: Areas 1 (10,000 sq ft) and 2 (3,500 sq ft) have steep slopes with turfgrass and active erosion

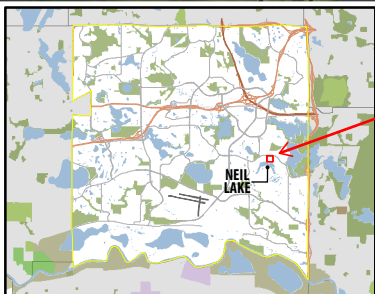
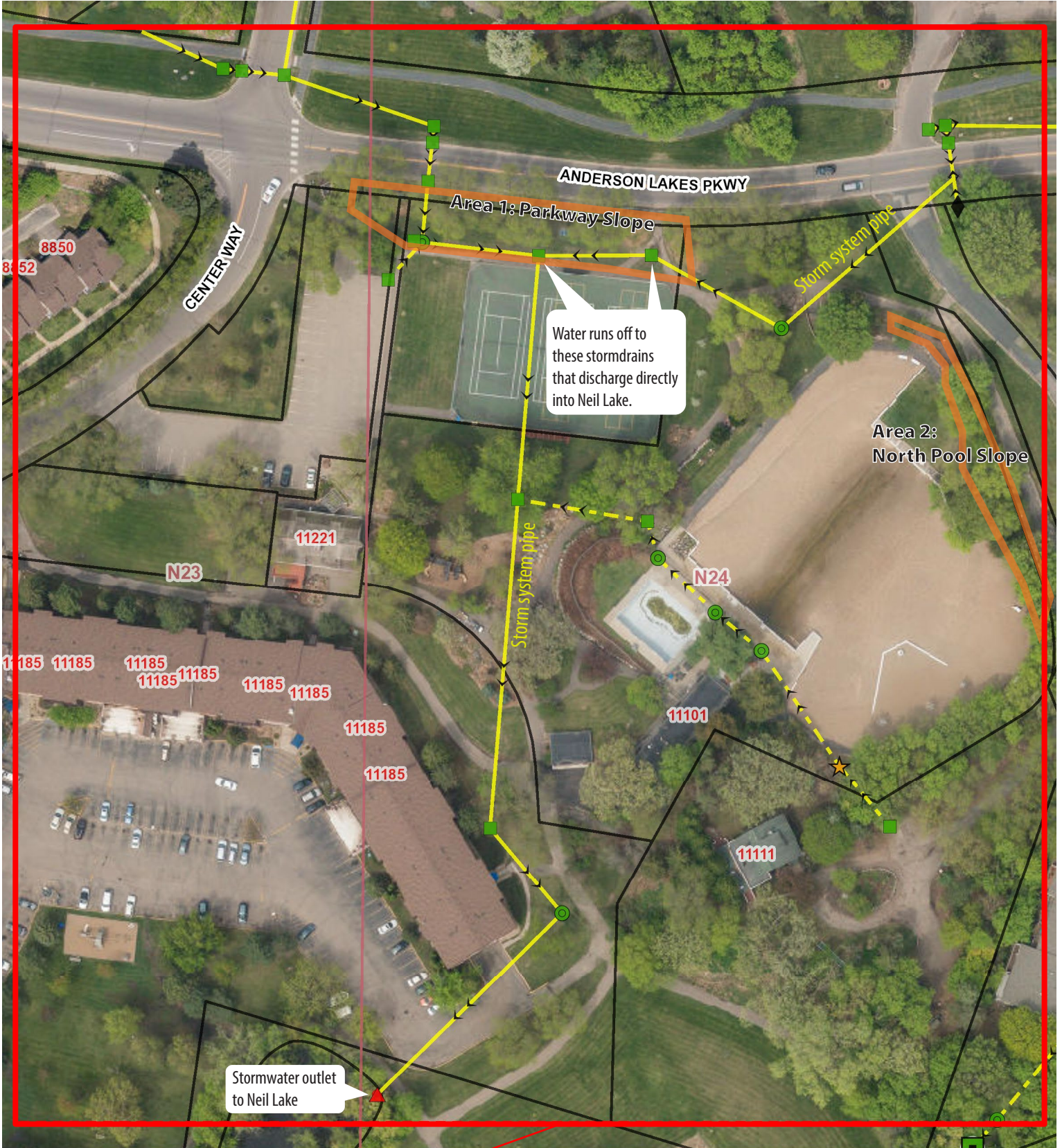
Project tasks

- Kill turfgrass (leave in place)
- Repair eroded areas & correct soils
- Drill and broadcast sananna/prairie seed mix (51 species)
- Install cover crop and erosion blanket
- Plant 1,400 3-4" pot size native plants (43 species)
 - Area 1: 800 native plants
 - Area 2: 600 native plants

FIGURE 1

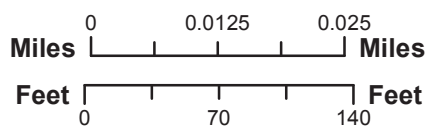


Project areas in relative to storm sewer system: Stormwater runoff in area enters the stormdrain system at a beehive stormdrain north of tennis court. Stormwater discharges directly into Neil Lake to the south. Yellow lines represent underground storm sewer pipes; black arrows indicate direction of flow.



The Preserve Association
11221 Anderson Laks Pkwy
Eden Prairie, MN

FIGURE 2



Scale: 1:1,200

DISCLAIMER: The City of Eden Prairie does not warrant the accuracy nor the correctness of the information contained in this map. It is your responsibility to verify the accuracy of this information. In no event will The City of Eden Prairie be liable for any damages, including loss of business, lost profits, business interruption, loss of business information or other pecuniary loss that might arise from the use of this map or the information it contains. Map information is believed to be accurate but accuracy is not guaranteed. Any errors or omissions should be reported to The City of Eden Prairie.

*Any aerial photography and parcel geometry was obtained from Hennepin County and all users are bound by the express written contract between Hennepin County and the City of Eden Prairie.

RILEY-PURGATORY-BLUFF CREEK WATERSHED DISTRICT

Cost-Share Funding Agreement

The Preserve Association

LOCATION: **11221 Anderson Lakes Pkwy, Eden Prairie, MN 55344**

PARCEL PINS: 2411622230040, 2411622230121, 2411622230204, 2411622230204

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 **The Preserve 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 habitat restoration**. 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 vegetation habitat restoration** 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 \$17,970.00, 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 **\$17,970.00**.

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 **June 1, 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:

The Preserve Association
Attn: Scott Anderson
11221 Anderson Lakes Pkwy
Eden Prairie, MN 55344

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 Carver County, Minnesota.

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

The Preserve 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 Preserve Association.

Notary Public

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

By _____ Date _____

Terry Jeffery
Interim District Administrator

Exhibit A
Work Plan, Budget, Site Plan and Drawings

DRAFT



Restoration Proposal for:

Mr. Scott Anderson – The Preserve in Eden Prairie

Proposal Date: March 9, 2022

Prepared by:

Bill Bartodziej M.S., Senior Restoration Ecologist
Natural Shore Technologies, Inc.
612.730.1542 bill.b@naturalshore.com





USING ECOLOGY TO RESTORE LAND AND WATER

612.703.7581 | naturalshore.com | Office & Nursery 1480 County Rd 90 Independence, MN 55359

March 9, 2022

Dear Scott:

Thank you again for giving Natural Shore Technologies the opportunity to bid on your project. Below is a *Project Summary* which outlines our *restoration methods* and *cost breakdown*. We would like to emphasize that we tailor our restoration approach to fit your site characteristics and specific objectives. We look forward to continuing our partnership with you to produce exceptional restorations that exceeds your expectations.

We would enjoy the chance to answer any questions that you have regarding this restoration proposal. We take great pride in our reputation and attention to customer satisfaction. After you have read through and are comfortable with the proposed plan and specified cost, please sign the contract that is provided. A down payment and a signed contract are required to book your project.

Best regards,

Bill Bartodziej, M.S.
Senior Restoration Ecologist, Natural Shore

Project Summary – Parkway Slope

1. Dimensions: see map – 10,000 SF
2. Site assessment and plan development include: detailed site preparation methods, plant and selection, and a project timeline and work schedule for our staff.
3. Delineate and verify total restoration project area.
4. Design planting so that flowering will occur at different periods throughout the growing season.
5. Kill any existing turf and weeds, and fine grade entire site.
6. Drill in a custom prairie seed mix where possible. Hand broadcast and rake areas that are not accessible by tractor.
7. Broadcast an annual cover crop and then install an SC-150BN erosion control blanket over the entire project area.
8. Lay out plants into plant zones per plan specifications.
9. We will use 800 – 3”-4” container plants for your restorations. These are more conservative plant species that do not do well from seed. These are much more robust than the 2” plugs and have a higher survival rate.
10. Install all plants @ approximately 3-4’ centers. We will install more showy species closer to the walking pathway.
11. Site monitoring and maintenance will be provided throughout the 2024 growing season. This will include mowing and invasive weed control.(included in a separate bid)



Project Summary – North Pool Prairie Strip

1. Dimensions: see map – 3,500 SF
2. Site assessment and plan development include: detailed site preparation methods, plant and selection, and a project timeline and work schedule for our staff.
3. Delineate and verify total restoration project area.
4. Design planting so that flowering will occur at different periods throughout the growing season.
5. Use a backhoe to unearth and remove asphalt debris and other rubble from the restoration site. This material will be trucked off site.
6. Incorporate 21 CY of high quality compose and till in with existing soil.
7. Drill in a custom prairie seed mix where possible. Hand broadcast and rake areas that are not accessible by tractor.
8. Cover the entire site with NAG S75BN erosion control blanket.
9. Lay out plants into plant zones per plan specifications.
10. We will use 600 – 3” and 4” container plants for your restoration. These are more conservative plant species that do not do well from seed. These are much more robust than the 2” plugs and have a higher survival rate.
11. Install all plants @ approximately 2.5’3’ centers. We will install more showy species closer to the walking pathways.
12. Site monitoring and maintenance will be provided throughout the 2024 growing season. This will include mowing and invasive weed control. (separate bid)



Project Cost

This bid includes project design and management, all materials, labor.

Cost Breakdown

Site Design, Project Management, Mobilization	\$1,580.00
Site preparation, herb. Trt, fine grading, seed drilling	\$1,947.00
800 Plants - 3" and 4" - containers @ 3-4' spacing and custom seed mix	\$4,350.00
Erosion control - NAG SC150BN bioblanket installed	\$4,000.00
TOTAL =	\$11,877.00

Site Design, Project Management, Mobilization	\$1,140.00
Site preparation, herb. Trts, rubble removal, tilling, hauling, compost, grading	\$8,538.00
600 Plants - 3" and 4" - containers @ 2.5' - 3' spacing and custom seed mix	\$3,043.00
Erosion control - NAG -S75-BN bioblanket	\$1,050.00
TOTAL =	\$13,771.00

Grand total = \$25,648.00

Site maintenance (separate bid)

Site maintenance includes four visits per year during the growing season to monitor and conduct activities that will ensure proper restoration establishment. We use the most appropriate, up-to-date maintenance techniques such as targeted herbicide application, hand pulling, mowing, and spot weed whipping to effectively control invasive weeds.

Our lead maintenance supervisor has a B.S. in Biology and 10 years of field experience.

****Note we do offer long-term maintenance contracts. Over 90% of our clients use that service.***

Staff Qualifications

Our company has over 50 years of combined ecological restoration experience. We are a local company that focuses on quality ecological restoration in the Metro area. Our clients vary from private estates on Lake Minnetonka, to large corporate headquarters in Eden Prairie. We also work with many city and county governments and watershed management organizations. We are fully insured.

Our specialty is lakeshore and wetland restoration. We have restored many miles of lakeshore in Minnesota, more than any other company. Please see our portfolio for examples of our restoration projects that include; shorelines, wetlands, prairies, savannas, and rain gardens.

Please see our **project photo book** at: <http://www.blurb.com/books/6034090-natural-shore-technologies-inc-photobook>

Natural Shore Technologies Plant Material

We have commercial and retail greenhouses in Maple Plain. Our plants are Minnesota native perennials that will flourish year after year. Utilizing our own plant material in our projects assure quality control. Our wetland and prairie plants are guaranteed to establish during the first growing season. Perennial plants put most of their energy into establishing root systems so please keep in mind that the first year of growth will be mainly underground. You will see some flowering the first year, but significantly more flowering during the second year of establishment.

Information about our **retail native plant greenhouses** located in Maple Plain is also available at: www.naturalshore.com

Guarantee

We stand by our native plant material and our ecological restoration services.

Native plants that we install are guaranteed to establish during the first growing season. Any plant material that does not make it through the first growing season will be replaced at no charge to the client.

On projects that we install and manage, we will guarantee successful establishment of your ecological restoration within three full growing seasons. This proposal provides a plan for accomplishing the restoration of the project site. If successful establishment does not occur within three growing seasons, all necessary steps will be taken to ensure the eventual success of the project, at no additional charge. For purposes of this guarantee, successful establishment is defined as follows: That the presence of at least 80% of the original seeded or planted species can be found on the site, and that the overall density of vegetation is comprised of no less than 80% native species.

The only exceptions to this guarantee have to do with plant death due to acts of God (floods or drought) the actions of others (vandalism), or animal herbivory (e.g., geese, muskrats). If these extreme circumstances do happen to occur, we will work with the client at a reduced rate to make all necessary repairs.

Our goal will always be to create successful, long-term partnerships with our clients. Our guarantee is the best in the business, and provides you with a clear understanding that we are here to fully support your ecological restoration endeavor.

Contract

A down payment of \$12,800.00 is required to schedule your project.

The remainder of the project cost is due at project completion.

Please note that this proposal is valid for 30 days from the date on this Contract.

If you would like to proceed with the above outlined project, please sign the contract below.

Client name: Mr. Anderson, The Preserve

Contract Value: \$25,648.00

Signed: _____ **Date** _____

Contractor: *Natural Shore Technologies, Inc.*

Signed:

Contract Date: Contract Date for 30 Day term



William M. Bartodziej, M.S.

Senior Restoration Ecologist, Natural Shore Technologies

Please return a signed copy of this contract and a check to:

Natural Shore Technologies, Inc.
6275 Pagenkopf Rd.
Maple Plain, MN 55359



Using Ecology to Restore Land and Water



To: Mr. Scott Anderson, The Preserve Association

Bid Description: Revised bid supplement for the "North Pool Prairie Strip"

Further assessment of the site revealed less asphalt material to excavate and haul off site. Below is a breakdown of the main restoration elements reflecting this adjustment.

Site Design, Project Management, Mobilization	\$1,140.00
Minibackhoe, skidsteer or tractor -transport- rental	\$900.00
Asphalt-soil mix hauling and disposal at a certified dump site	\$1,900.00
Soil replacement to mimic native soils - 45 CY	\$2,250.00
Labor- operators, herbicide application, soil placement, hand grading, raking, seeding	\$1,800.00
600 Plants - 3" and 4" - containers @ 2.5' - 3' spacing and custom seed mix	\$3,043.00
Erosion control - NAG -S75-BN bioblanket	\$1,050.00
TOTAL =	\$12,083.00

Contractor: *Natural Shore Technologies, Inc.*

Signed:

Date: May 22, 2022

William M. Bartodziej, M.S., Senior Restoration Ecologist

**Exhibit B
Maintenance Declaration**

DRAFT

DECLARATION

THIS DECLARATION is made this _____ day of _____, 20__, by _____, The Preserve Association, a Minnesota nonprofit 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 Eden Prairie**, Hennepin County, Minnesota, platted and legally described as:

PIDs 2411622230040, 2411622230121, 2411622230204, and 2411622230204

(the Property) and no one other than Declarant 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;

NOW THEREFORE Declarant makes this Declaration and hereby declares that this Declaration constitutes covenants to run with the Property, and further declares that the Property will be owned, used, occupied, and conveyed subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration for 10 years from **June 1, 2023**, all of which are

binding on all persons owning or acquiring any right, title or interest in the Property and their heirs, successors, personal representatives and assigns.

- 1. Maintenance Obligation. Owner will maintain the native plant buffer, as described Attachment 1, in accordance with the Maintenance Plan & Schedule attached hereto and incorporated herein as Attachment 2.
2. Termination. The property owner's obligations hereunder will be terminated on June 1, 2033.
3. Owner. 'Owner' as used in this Declaration and Attachment 2 means the Declarant(s) and any other or subsequent owner of the property on which is located the Facilities to which the obligations herein apply.
4. Recitals. The recitals set forth above are expressly incorporated herein.
4. Amendment. No amendment or vacation of this Declaration will be valid without the signature of an authorized RPBCWD representative.

IN WITNESS WHEREOF, the undersigned executes this instrument the day and year first set forth.

Declarant

By: Scott Anderson, General Manger, The Preserve Association Date:

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of ___, 20___, by [and ___], as ___.

Notary Public

**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.