

PROJECT AGREEMENT

THIS AGREEMENT is made the _____ day of _____, 2006, by and between the Valley Branch Watershed District (hereinafter "District") and _____ (hereinafter "Landowner").

1. RECITALS

- 1.1 The District has included in its annual budget funds to implement repair and restoration projects within the watershed district.
- 1.2 Landowner has property to repair or restore for stream habitat.
- 1.3 The District is willing to provide funds for the Project and the Landowner is willing to provide access for the Project described in Exhibit A in accordance with the terms of this Agreement.

2. TERMS

- 2.1 The District will complete the Project described in Exhibit A in accordance with the terms, scope and schedule set forth therein.
- 2.2 The Landowner will sign the project agreement easement attached herein as Exhibit B and incorporated herein by reference.
- 2.3 Landowner or his/her/its successors shall maintain the Project for a period of five (5) years in accordance with Exhibit B.

3. GENERAL TERMS

- 3.1 This Agreement shall remain in effect unless canceled by the District.
- 3.2 Landowner agrees to allow the District access to the Project area for evaluation and promotion of the Project.

3.3 A Project Easement Agreement shall be recorded with property deed and expire five (5) years from date below. The District shall not need to restore the land to its original condition upon expiration or termination of this Agreement, but will preserve the integrity of the site.

VALLEY BRANCH WATERSHED
DISTRICT

LANDOWNER(S)

President

Date: _____

P.O. Box 838
Lake Elmo, MN 55042

Date: _____

Property Address:

TEMPORARY PROJECT EASEMENT

1. **Easement Granted.** _____ (hereinafter called "Grantor") in consideration of the sum of One Dollar and other good and valuable consideration, to them in hand paid by Valley Branch Watershed District (hereinafter called "District"), a Minnesota Municipal Corporation, and in consideration of the faithful performance by the District and Landowner of the terms contained in that Project Agreement dated _____, do hereby grant said District a temporary project easement and the right, privilege, and authority to enter and perform all work and inspections as described in the Project Agreement necessary to enter on the following-described real estate owned by the Grantors in the County of _____ and State of Minnesota, to-wit:

See attached Exhibit "A"

2. **Duration.** The said Project Easement shall terminate five (5) years from the date of this document. The easement shall run with the land and extend to and bind the heirs, representatives, successors and assigns of the party hereto respectively. In the event the District, by resolution of its Board of Managers, determines that it no longer requires the use of said property for the purposes described above, then and in such event, the said easement, together with all rights and privileges granted therewith, shall terminate.

3. **Covenant of Ownership.** The Grantors do hereby covenant that they are the owners and are lawfully seized and possessed of the real estate above-described. The Grantor shall abide by the terms of the Project Agreement dated _____

_____.

4. **Covenants of District.** The District shall abide by the terms of said Project Agreement.

IN WITNESS WHEREOF, we have set our hands this _____ day of _____, 2006.

GRANTOR:

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

Notary Public

VALLEY BRANCH WATERSHED
DISTRICT:

By _____

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

Notary Public

THIS INSTRUMENT DRAFTED BY:

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