AGENDA
Tuesday, March 14, 2017
6:00 PM
Prior Lake City Hall
www.plslwd.org

BOARD OF MANAGERS:
Fred Corrigan, President; Marianne Breitbach, Vice President;
Charlie Howley, Secretary; Woody Spitzmueller, Treasurer; Curt Hennes, Manager

Note: Indicated times are estimates; actual times may vary considerably. Individuals with items on the agenda or who wish to speak to the Board are encouraged to be in attendance when the meeting is called to order.

Board Workshop 4:30 PM – Wagon Bridge Conference Room (Downstairs)

1. Discuss Board’s Role in Buffer Enforcement
2. Discuss Alum Matrix
3. Water Resources Public Outreach, Houston Engineering
4. SWCD Agreement, Scope and Budget

6:00 – 6:05 PM
1.0 BOARD MEETING CALL TO ORDER & PLEDGE OF ALLEGIANCE

6:05 – 6:10 PM
2.0 PUBLIC COMMENT
If anyone wishes to address the Board of Managers on an item not on the agenda or on the consent agenda please come forward at this time, turn on the microphone and state your name and address. (The Chair may limit your time for commenting.)

6:10 – 6:15 PM
3.0 APPROVAL OF AGENDA (Additions/ Corrections/ Deletions)

6:15-7:30 PM
4.0 OTHER OLD/ NEW BUSINESS
4.1 Manager Presentations (Discussion Only)
4.2 Farmer-led Council Presentation (Paul Krueger, Rob Casey and Joe Hentges)
4.3 Steve McComas-Lake Vegetation Presentation
4.4 Programs & Projects Update (Discussion Only) (1 attachment)
4.5 Curlyleaf Pondweed Treatment in Upper Prior (Vote)
4.6 Bog Policy (Vote) (1 attachment)
4.7 MAWD Bylaws Change Meeting Request (Vote) (2 attachments)
4.8 Ducks Unlimited Wetland Expansion (Vote) (1 attachment)
4.9 SWCD Service Agreement and Scope of Work and Budget (Vote) (2 attachments)
4.10 Buffer Enforcement (Vote) (3 attachments)
4.11 Permit #17.01 Living Hope Lutheran Church & School (Vote) (1 attachment)

7:30-7:35 PM
5.0 CONSENT AGENDA
The consent agenda is considered as one item of business. It consists of routine administrative items or items not requiring discussion. Items can be removed from the consent agenda at the request of the Board member, staff member, or a member of the audience. Please state which item or items you wish to remove for separate discussion.
5.1 Meeting Minutes, February 14 Workshop & February 14 Meeting Minutes
5.2 CAC Minutes, February 23 Meeting
5.3 Approve Phone Expense (1 attachment)
7:35-7:45 PM  6.0  TREASURER’S REPORT
       6.1  Claims List (Vote) (1 attachment)
       6.2  Cash & Investments (Discussion Only) (1 attachment)
       6.3  Financial Report (Discussion Only) (1 attachment)

7:45 – 7:50 PM  7.0  UPCOMING MEETING/EVENT SCHEDULE:
                     •  CAC Meeting, Thursday, March 30 from 6:30-8:00 PM, Prior Lake City Hall
                     •  Clean Water Clean Up, Sunday April 23 from 9:30-12:00 PM, Sand Point Beach
## March 2017

### Projects Update

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>LAST MONTH’S STAFF ACTIVITIES</th>
<th>NEXT STEPS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CR 12/17 Wetland Restoration</strong></td>
<td>• Corresponded with AES to establish a timeline for 2017 management activities.</td>
<td>• Move the large sign to a better viewpoint.</td>
</tr>
<tr>
<td>(Class 741) Project Lead: Maggie</td>
<td></td>
<td>• Continue to work with County on resolving punchlist items.</td>
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<td></td>
<td></td>
<td>• Prescribed burn in spring.</td>
</tr>
<tr>
<td><strong>Lower Prior Lake Diagnostic Study</strong></td>
<td>• Met with City and EOR to discuss different project options for Fairlawn Shores project.</td>
<td>• Continue to explore a potential project at Sand Point Beach Park.</td>
</tr>
<tr>
<td>Implementation</td>
<td>• Corresponded with Kevin Casey on potential change order and timing.</td>
<td>• Finalize plans for Fairlawn Shore project.</td>
</tr>
<tr>
<td>LPDS Grant (Class 743) Project Lead: Maggie</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Carp Management</strong></td>
<td>• Tracked radio-tagged carp on Prior and Spring Lakes and updated website map with locations.</td>
<td>• Install receivers for PIT tags.</td>
</tr>
<tr>
<td>In Lake Management (Class 611)</td>
<td>• Meeting with landowner by desilt pond to discuss potential barrier.</td>
<td>• Coordinate open water seining events on Spring and Upper Prior Lake.</td>
</tr>
<tr>
<td>Project Lead: Amy &amp; Maggie</td>
<td>• Applied for permits for carp barriers at Spring Lake Outlet and desilt pond.</td>
<td>• WSB and PLSLWD staff will continue to track the radio-tagged carp.</td>
</tr>
<tr>
<td>Carp Management Project</td>
<td>• Received new yagi antennae and tested out equipment.</td>
<td>• Complete City agreement and obtain permits that are needed to install carp barriers this spring.</td>
</tr>
<tr>
<td>(Class 747) Project Lead: Maggie &amp; Kathryn</td>
<td>• Had meetings and coordinated with local partners for potential LCCMR grant.</td>
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<td></td>
<td>• Drafted City agreement for carp barrier at Spring Lake Outlet.</td>
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<tr>
<td><strong>Clean Water Fund Grants: Fish Point Park</strong></td>
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<tr>
<td>Fish Point Park (Class 745) Project Lead: Maggie</td>
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<td></td>
<td>• Design, order and install educational signs for site.</td>
<td>• Bid out small vegetation maintenance contract work for site.</td>
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<tr>
<td></td>
<td>• Bid out small vegetation maintenance contract work for site.</td>
<td>• Coordinate community event for summer with City.</td>
</tr>
<tr>
<td><strong>H&amp;H Study</strong></td>
<td>• Staff and consultants reviewing potential sites</td>
<td>• Review findings and determine next steps</td>
</tr>
</tbody>
</table>
# March 2017 Projects Update

<table>
<thead>
<tr>
<th>Project</th>
<th>Last Month’s Staff Activities</th>
<th>Next Steps</th>
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</table>
| Raymond Park Restoration Project | • Finalizing agreements with project partners.  
• Finishing more detailed project plan w/ Great River Greening.                                        | • Coordinate with Great River Greening and the City of Prior Lake to begin planning and scheduling for project.  
• Restoration work is anticipated to begin this spring/summer.  |
| Project Lead: Kathryn            |                                                                                               |                                                                                                                                            |
# Operations Update

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<thead>
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<tr>
<td>Monitoring</td>
<td>• Data management&lt;br&gt;• Assist Houston w/report card</td>
<td>• Data management&lt;br&gt;• Finalize 2017 monitoring plan</td>
</tr>
<tr>
<td><strong>Monitoring and Data Acquisition (Class 637)</strong>&lt;br&gt;Project Lead: Jaime</td>
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<tr>
<td>Ferric Chloride System Operations</td>
<td>• Completed monthly DMR report&lt;br&gt;• Level equipment installed in ferric tank</td>
<td>• DMR Report&lt;br&gt;• Get new equipment working</td>
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<tr>
<td><strong>Ferric Chloride System (Class 611)</strong>&lt;br&gt;Project Lead: Jaime</td>
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<tr>
<td>Permitting</td>
<td>• Met with developer and the City of Shakopee to discuss potential project.&lt;br&gt;• Reviewed permit application #17.01 for Living Hope Church.&lt;br&gt;• Mailed notice to landowners within 500’ radius of the project.&lt;br&gt;• Worked with EOR to review City of Savage’s draft construction plans for Zinran Avenue in anticipation of the coming permit.&lt;br&gt;• Completed final inspection for Permit #10.02 and closed project.&lt;br&gt;• Responded to two inquiries on permitting requirements and process.</td>
<td>• Present request for Permit #17.01 to the Board. Process the permit and complete inspections, if approved.&lt;br&gt;• Continue to inspect, follow-up on and close remaining open permits.</td>
</tr>
<tr>
<td>Permitting&lt;br&gt;<strong>Regulation (Class 648)</strong>&lt;br&gt;Project Lead: Maggie &amp; Kathryn</td>
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</tr>
<tr>
<td>BMP Inspections</td>
<td>• Corresponded with landowners for the A722055 easement amendment.&lt;br&gt;• Posted two internship positions for Water Resources Intern and Conservation Outreach Intern on the District’s website and facebook page, as well as seven other websites. In addition, sent job descriptions to 102 professors at local colleges.</td>
<td>• Review amendment requests as they are received.&lt;br&gt;• Create baseline documentation for each conservation easement property.&lt;br&gt;• Work with landowners of A722055 to obtain necessary mortgage consents and to get both the Agreement &amp; Easement signed and recorded.</td>
</tr>
<tr>
<td><strong>BMP Inspections&lt;br&gt;Regulation (Class 648)</strong>&lt;br&gt;Project Lead: Maggie &amp; Kathryn</td>
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<tr>
<td><strong>Citizen Advisory Committee</strong></td>
<td>• CAC will assist with the Clean Water Clean-up on April 23</td>
<td>• Next CAC meeting is on March 30</td>
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<tr>
<td><strong>Education and Outreach (Class 652)</strong></td>
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<td><strong>Project Lead: Diane</strong></td>
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<tr>
<td><strong>Website and Media</strong></td>
<td>• Website articles posted—Summer internships</td>
<td>• Continue writing posts and updates about projects</td>
</tr>
<tr>
<td><strong>Education and Outreach (Class 652)</strong></td>
<td>• Prior Lake American articles: Spring Lake seine</td>
<td>• Will tweet and/or update Facebook about projects &amp; news.</td>
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<tr>
<td><strong>Project Lead: Diane</strong></td>
<td>• SCENE articles: Clean Water Clean-up and Flood Repair Update</td>
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<td>• Facebook: Temperature departures; Clean Water-Clean Up; ice out; Reposts: Metro Blooms</td>
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<td>Clean Water-Clean Up; ice out; Reposts: Metro Blooms Blue Thumb LID Designs; Cover Crop</td>
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<td>and Soil Health Seminar; Pruning workshop; Devil’s Kettle Waterfall; Invasive Species</td>
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<td>clean-up; Minn Post: volume of water in MN; MPCA:stream check-ups; groundwater search</td>
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<td>map-based; PLSLWD: ducks and Outlet; bees; SWCD workshops. West Metro Alliance turfgrass</td>
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<td>maintenance; HHW Facility opens; MN’s energy generation</td>
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<td></td>
<td>• Twitter: re-tweets of FB articles</td>
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<tr>
<td><strong>Cost Share Program</strong></td>
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<tr>
<td><strong>Land Mgmt (Class 611)</strong></td>
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<tr>
<td><strong>Project Lead: Diane</strong></td>
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<tr>
<td><strong>Aquatic Vegetation Management and Surveys</strong></td>
<td>• Ongoing outreach to urban and rural landowners thru the SWCD</td>
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<tr>
<td><strong>Class 626 and 637</strong></td>
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<td><strong>Project Lead: Jaime</strong></td>
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<tr>
<td><strong>Create 2017 monitoring plan</strong></td>
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<tr>
<td>Planning (Class 626) and Admin (Class 405) Project Lead: Diane</td>
<td>- Weekly Staff Meetings&lt;br&gt;- Weekly One2One meetings with each staff member</td>
<td>- Weekly Staff Meetings&lt;br&gt;- One2One meetings with each staff member</td>
</tr>
</tbody>
</table>
### Outlet Structure and Channel

<table>
<thead>
<tr>
<th>Activity</th>
<th>Last Month’s Staff Activities</th>
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</tr>
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</table>
| **Prior Lake Outlet Channel**  
*Project Lead: Jaime* | • Maintained and downloaded auto level logger  
• Conducted channel Inspections  
• Annual report completed | • Channel Inspections  
• Maintain and download auto level logger  
• Fill sand at outlet structure in pine trees next spring  
• Repair boat launch gravel next spring  
• Grout the outlet pipe seams |
| **Channel Bank Erosion (FEMA)**  
*Project Lead: Maggie* | • Met with Barr to refine concept designs and to provide direction.  
• Presented concept designs to MOA TAC and received feedback.  
• Coordinated upcoming meeting with different agencies (MnDNR, ACOE, HSEM) to get the permit and approvals process started early. | • Work with Barr on creating 60% design plans.  
• Meeting with different agencies on March 22.  
• Start contacting landowners to obtain temporary construction easements.  
• Anticipate bidding out construction work this summer. |
| **Downed Trees & Sediment Delta (FEMA)**  
*Project Lead: Maggie* | • Obtained necessary permits.  
• Coordinated with City of Shakopee on sediment removal project.  
• Due to the abnormally warm weather, construction was put on hold for the sediment removal project. Work will likely be extended out until next winter. | • Completed change order on contract with Nadeau Companies to extend the contract to 2018. |
| **JPA/ MOA & TAC Meetings & Admin**  
*Project Lead: Diane & Jaime* | • TAC meeting reviewed draft MOA and Barr Engineering’s bank erosion work | • TAC Meetings in March  
• Cooperators Meeting April 13 |
| **Invasive Species Removal**  
*Project Lead: Jaime* | | • Finalize 2017 monitoring plan with AES |
### Outlet Structure and Channel

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<tr>
<td><strong>MS4 Permit</strong></td>
<td><strong>Project Lead: Diane</strong></td>
<td>• MS4 procedures will be finalized with assistance from WSB</td>
</tr>
<tr>
<td></td>
<td>• Continued to monitor the Blue Lake Interceptor project in Segment 7. Construction scheduled has continued to change, and the District and EOR has kept in close correspondence with MetCouncil/Hentges on progress.</td>
<td>• Continue negotiations with Beckler.</td>
</tr>
<tr>
<td></td>
<td>• Discussed Muhlehnhardt amendment with MOA TAC and got clear direction moving forward.</td>
<td>• Continue to conduct site visits to Blue Lake Interceptor project site in Segment 7.</td>
</tr>
<tr>
<td><strong>PLOC Easements</strong></td>
<td><strong>Project Lead: Maggie</strong></td>
<td>• Complete survey work for Muhlenhardt and move forward to complete the amendment.</td>
</tr>
<tr>
<td></td>
<td>• Continued to monitor the Blue Lake Interceptor project in Segment 7. Construction scheduled has continued to change, and the District and EOR has kept in close correspondence with MetCouncil/Hentges on progress.</td>
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</tr>
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</table>
Floating Bog Policy
DRAFT
03/14/17

The intent of this policy is to clarify responsibility for removal of a floating or grounded bog that creates a nuisance or a hazard situation.

The Minnesota Department of Natural Resources (MDNR) advises that aquatic plants such as cattail, bulrush, water lilies, and other aquatic vegetation are important because they reduce wave action (thereby reducing the threat of shoreline erosion), provide fish and wildlife habitat, buffer shorelines from pollutants, and provide other environmental benefits. Water plants are the primary producers in the aquatic food chain and convert basic chemical nutrients in the water and soil into plant matter. This becomes food for other life. The MDNR encourages the use of aquatic vegetation to achieve these environmental benefits.

FLOATING BOGS
When aquatic plants, such as cattail bogs, become dislodged from the shoreline, they can become a navigational hazard, cause property damage if they collide with docks, or create the potential for flooding if they settle in an area that impedes existing drainage areas.

Scott County’s Responsibility
The Scott County Sheriff’s Office is responsible for determining whether or not a floating bog presents a navigational hazard and how to address the floating bog. If the Sheriff determines it is a navigational hazard, the Sheriff will relocate the bog. If it is believed that a floating bog may be posing a navigational hazard, the Scott County Sheriff’s office at (952) 496-8300 should be called.

DNR’s Responsibility
State law provides that the Minnesota Department of Natural Resources is responsible for the following:

- Provide advice and permitting approval on bog disposition.
- Obtain funds from the state agency involved when a floating bog has become lodged on the shoreline of state-owned lands.
- Remove any floating bogs lodged on state-owned dams or other DNR property.

The law further states that if a floating bog becomes grounded and “there is no evidence to identify the responsible party or parties, the local government must assume responsibility.”

Public Property Owner’s Responsibility
Floating bogs that have become grounded on public property, including the Spring Lake weir which is owned by Scott County, are the responsibility of the owner of the public property. The property owner will determine what action to take, if any. The property owner is under no obligation to remove the bog unless the bog is blocking water flow and causing flooding. Spring Lake Township, the City of Prior Lake and the Prior Lake-Spring Lake Watershed District will not dispose of or remove bogs on public property.
Private Property Owner’s Responsibility
When a floating bog has broken free from the shoreline by natural causes and becomes grounded elsewhere on private property, including within the Spring Lake channel, the property owner where the bog becomes grounded has several options to address the situation.

1. **Let it be.** Bogs provide multiple environmental benefits. They reduce wave action (thereby reducing the threat of shoreline erosion), provide fish and wildlife habitat, buffer shorelines from pollutants, act as filters that protect water quality, and provide other environmental benefits.

2. **Obtain a permit, and remove the bog material.** Removing floating bog material that is free-floating or lodged in any area other than its place of origin requires a DNR Aquatic Plant management permit issued through the DNR Regional Fisheries Office where your shoreline property is located. Minnesota Rules-Chapter 6280 describes permit requirements relating to the removal of aquatic vegetation. There is no fee for the permit. DNR policy also includes providing advice on bog disposition if requested. Generally, bogs can be broken into smaller pieces and taken to a compost facility, such as the Shakopee Mdewakanton Sioux Community’s Organics Recycling Facility (smscorf.com/services). It is illegal to tow a bog from one property to another and doing so is punishable by law.

Contact for Aquatic Plant Management (APM) Permit:

APM specialist website [http://www.dnr.state.mn.us/apm/index.html](http://www.dnr.state.mn.us/apm/index.html)

3. **Obtain a permit (as outlined in 2. above) and hire an outside firm to remove the bog material.** The following is a list of potential firms that could help you remove your bog (the District does not endorse nor recommend these providers). Homeowners are encouraged to talk with the contractors about their specific needs:

   **Wagner Sod Company** 651-457-6037

   **TGC The Grounds Crew** 952-283-0392
ARTICLE X.
Amendments

10.1) **Amendments.** These Bylaws may be amended by the members of this corporation only.

10.2) **Annual Meeting.** At the annual meeting of the members of this corporation, the Bylaws may be amended by the majority of the members present if there is a quorum at said annual meeting and due notice has been given to the membership of the changes 30 days in advance of the meeting.

10.3) **Special Meeting.** These bylaws may be amended by the members at a special meeting called for that reason but only by a majority vote of the entire membership of the corporation, and only if there has been thirty days’ written notice to all members of such special meeting. Such special meeting may be called upon the request of one-third of the members of this corporation by notice in writing to the secretary or president, which notice shall ask for said special meeting and shall state the proposed bylaws changes, and upon receipt of such request, the secretary or president must send written notice of the meeting to the members of this corporation within thirty days of receipt of such request, which shall be not less than thirty days nor more than fifty days of the date of the written notice.

  - Bylaws as amended at the 1977 annual meeting.
  - Bylaws as amended at the 1981 annual meeting.
  - Bylaws as amended at the 1983 annual meeting.
  - Bylaws as amended at the 1985 annual meeting.
  - Bylaws as amended at the 1988 annual meeting.
  - Bylaws as amended at the 1989 annual meeting.
  - Bylaws as amended at the 1991 annual meeting.
  - Bylaws as amended at the 1996 annual meeting.
  - Bylaws as amended at the 2003 annual meeting.
  - Bylaws as amended at the 2006 annual meeting.
  - Bylaws as amended at the 2008 annual meeting.
Resolution 17-312
March 14, 2017

Special Membership Meeting of MAWD to Revise the Bylaws

WHEREAS, the Prior Lake-Spring Lake Watershed District (PLSLWD) is a watershed management organization and political subdivision of the State of Minnesota established under and operating with powers and purposes set forth at Minnesota Statutes Chapters 103B and 103D; and

WHEREAS, the PLSLWD is a member of the Minnesota Association of Watershed Districts (MAWD); and

WHEREAS, MAWD is being reorganized and membership input on bylaws changes is required prior to the Annual Meeting held the last week of November; and

WHEREAS, revised bylaws need to be considered by MAWD membership; and

WHEREAS, at least 15 watershed districts need to pass a resolution in order to request a special membership meeting to revise bylaws at the MAWD Summer Tour planned for June 22-24, 2017;

THEREFORE, BE IT RESOLVED that the PLSLWD Board of Managers supports MAWD conducting a special meeting of MAWD membership in order to consider amending MAWD’s bylaws at the MAWD Summer Tour.

The question was on the adoption of the Resolution and there were ___ yeas and ___ nays as follows:

<table>
<thead>
<tr>
<th>Yea</th>
<th>Nay</th>
<th>Absent</th>
</tr>
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<tbody>
<tr>
<td>BREITBACH</td>
<td>CORRIGAN</td>
<td>HENNES</td>
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<tr>
<td>SPITZMUELLER</td>
<td>HOWLEY</td>
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Upon vote, the chair declared the resolution adopted.

______________________________  Dated: ________________, 2017
Charlie Howley, Secretary

Acknowledgement of front page

Woody Spitzmueller, Secretary

Res. 14-2xx
October 14, 2014
PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)

This form approved by the Minnesota Association of REALTORS®,
which disclaims any liability arising out of use or misuse of this form.
© 2016 Minnesota Association of REALTORS®, Edina, MN

1. Date 3/6/2017

2. Page 1 of 9

3. BUYER (S): Prior Lake - Spring Lake Watershed District, a political subdivision of the State of Minnesota

4. Buyer’s earnest money in the amount of ________________________________ Dollars ($ 0.00 ) shall be delivered to listing broker no later than two (2) Business Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller Agree that listing broker shall deposit any earnest money in the listing broker’s trust account within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

5. Said earnest money is part payment for the purchase of the property legally described as

6. Section/Township/Range (see legal description) - lines 328 to 334 of this purchase agreement

7. Street Address (see legal description) - lines 328 to 334

8. PID # (s) 119090280

9. County of Scott State of Minnesota, including all fixtures, if any, including all embelishments within the Property at the time of this Purchase Agreement, if any, (collectively the "Property") and INCLUDING EXCLUDING the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

10. ______________, City of ______________ Town of Spring Lake

11. ______________,______________

12. ______________,______________

13. ______________,______________

14. ______________,______________

15. ______________,______________

16. ______________,______________

17. ______________,______________

18. ______________,______________

19. ______________,______________

20. ______________,______________

21. ______________,______________

22. ______________,______________

23. ______________,______________

24. ______________,______________

25. ______________,______________

26. ______________,______________

27. which Buyer agrees to pay in the following manner:

28. CASH of $ 5,000.00 or more in Buyer’s sole discretion, which includes the earnest money and the balance to be paid at the time of closing.

29. The date of closing shall be Mar 31, 2017.

30. DUE DILIGENCE: This Purchase Agreement IS NOT subject to a due diligence contingency. (If answer is IS, see attached Addendum to Commercial Purchase Agreement: Due Diligence.)

31. This Purchase Agreement IS NOT subject to cancellation of a previously written purchase agreement dated Mar 6, 2017. (If answer is IS, said cancellation shall be obtained no later than ______________, 20 _______.

32. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.)
PURCHASE AGREEMENT: LAND (NON-RESIDENTIAL)

Property located at ____________________________ - lines 320 to 334 Town of Spring Lake MN

OTHER CONTINGENCIES: This Purchase Agreement is subject to the following contingencies, and if the checked contingencies specified below, if any, are not satisfied or waived, in writing, by Buyer by __________, 20______, this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. (Check all that apply.)

□ FINANCING CONTINGENCY: Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on or before the date specified on line 43.

For purposes of this Contingency, "Written Statement" means a Written Statement prepared by Buyer's mortgage originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close the loan.

Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the responsibility for satisfying all conditions, except work orders, required by mortgage originator(s) or lender(s) are deemed accepted by Buyer. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for ANY REASON relating to financing, other than Seller's failure to complete work orders to the extent required by this Purchase Agreement, including but not limited to interest rate and discount points, if any, Seller may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

If the Written Statement is not provided by the date specified on line 43, Seller may, at Seller's option, declare this Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement, in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

□ OTHER CONTINGENCIES:

Seller's expenses for these contingencies, if any, shall not exceed $ _________________.

MN:PAL-2 (8/16)
PURCHASE AGREEMENT: LAND (NON-RESIDENTIAL)

84. Page 3 Date 3/6/2017

85. Property located at ___________________________ (see legal description) - lines 328 to 334 Town of Spring Lake MN

86. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

☐ Warranty Deed, ☐ Personal Representative's Deed, ☐ Contract for Deed, ☐ Trustee's Deed, or

☐ Other: ____________________________ Deed joined in by spouse, if any, conveying marketable title, subject to

87. (a) building and zoning laws, ordinances, state and federal regulations;

88. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

89. (c) reservation of any mineral rights by the State of Minnesota;

90. (d) utility and drainage easements which do not interfere with existing improvements; and

91. (e) others (must be specified in writing): ____________________________________________

92.

93.

94.

95. TENANTS/LEASES: Property ☐ IS ☑ IS NOT subject to rights of tenants (if answer is IS, see attached Addendum

96. to Commercial Purchase Agreement: Due Diligence).

97. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease

extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be

98. provided to Seller within _____________________ days of Seller's written request. Said consent

shall not be unreasonably withheld.

99.

100. REAL ESTATE TAXES: Seller shall pay on the date of closing all real estate taxes due and payable in all prior years

101. including all penalties and interest.

102. Buyer shall pay ☐ PRORATED FROM DAY OF CLOSING ☑ ________ 12ths OF ☐ ALL ☐ NO real estate

103. taxes due and payable in the year 20 ______.

104. Seller shall pay, ☐ PRORATED TO DAY OF CLOSING ☑ ________ 12ths OF ☐ ALL ☐ NO real estate taxes

105. due and payable in the year 20 ______. If the closing date is changed, the real estate taxes paid shall, if prorated,

106. be adjusted to the new closing date.

107. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which

108. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate

109. taxes.

110. DEFERRED TAXES/SPECIAL ASSESSMENTS:

111. ☐ BUYER SHALL PAY ☑ SELLER SHALL PAY on date of closing any deferred real estate taxes

112. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

113. ☐ BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING ☑ SELLER SHALL PAY ON

114. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and

115. payable in the year or closing.

116. ☐ BUYER SHALL ASSUME ☑ SELLER SHALL PAY on date of closing all other special assessments levied as

117. of the date of this Purchase Agreement.

118. ☐ BUYER SHALL ASSUME ☑ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as

119. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.

120. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the

121. assessments or less, as required by Buyer's lender.)

122. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of

123. which is not otherwise here provided.
PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)

125. Page 4 Date ___________ 3/6/2017 ___________

Property located at ________________________________ (see legal description - lines 328 to 334 Town of Spring Lake MN).

As of the date of this Purchase Agreement, Seller represents that Seller □ HAS ☑ HAS NOT received a notice regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

POSESSION: Seller shall deliver possession of the Property: (Check one.)
☐ IMMEDIATELY AFTER CLOSING; or
□ OTHER: ____________________________

Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property by possession date.

PRORATIONS: All interest and rents shall be prorated between the parties as of date of closing, unless otherwise agreed to in writing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

TITLE AND EXAMINATION: Within a reasonable time period after Final Acceptance Date of this Purchase Agreement, Seller shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer or Buyer's designated title service provider:

(a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title insurance policy(ies), including but not limited to the premium(s), Buyer's name search, and plat drawing, if any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of this Purchase Agreement.

(b) An abstract of title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of this Purchase Agreement. If Property is abstract and Seller does not have an abstract of title, Option (1) will automatically apply.

Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land owned by Seller, Buyer shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.
PURCHASE AGREEMENT:  
LAND (NON-RESIDENTIAL)  

Property located at ____________________________ (see legal description) - lines 328 to 334, Town of Spring Lake, MN.

177. MECHANIC’S LIENS: Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.

178. NOTICES: Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately.

179. DIMENSIONS: Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer’s satisfaction, if material, at Buyer’s sole cost and expense.

180. ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys, inspections, or tests as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any restoration costs.

181. RISK OF LOSS: If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer’s option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

182. TIME OF ESSENCE: Time is of the essence in this Purchase Agreement.

183. CALCULATION OF DAYS: Any calculation of days begins on the first day (calendar or Business Days as specified) following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified) ending at 11:59 P.M. on the last day.

184. BUSINESS DAYS: “Business Days” are days which are not Saturdays, Sundays, or state or federal holidays unless stated elsewhere by the parties in writing.

185. DEFAULT: If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller shall affirm the same by a written cancellation agreement.

186. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions of MN Statute 559.21.

187. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific performance, such action must be commenced within six (6) months after such right of action arises.

188. METHAMPHETAMINE PRODUCTION DISCLOSURE:

189. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

190. [ ] Seller is not aware of any methamphetamine production that has occurred on the Property.

191. [ ] Seller is aware that methamphetamine production has occurred on the Property.

192. (See Disclosure Statement: Methamphetamine Production.)

193. NOTICE REGARDING AIRPORT ZONING REGULATIONS: The Property may be in or near an airport safety zone with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are filed with the county recorder in each county where the zoned area is located. If you would like to determine if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

194. NOTICE REGARDING PREDAETORY OFFENDER INFORMATION: Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections website at www.corr.state.mn.us.

195. MN:PA: L-5 (8/16)
PURCHASE AGREEMENT:  
LAND (NON-RESIDENTIAL)  

224. Page 6 Date 3/6/2017

225. Property located at (see legal description) - lines 328 to 334 Town of Spring Lake MN

226. SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS PURCHASE AGREEMENT.

229. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.

230. SPECIAL DISCLOSURES: Seller discloses, to the best of Seller's knowledge, that the Property described in this Purchase Agreement consists of approximately 10 acres and is currently zoned

235. Seller discloses, to the best of Seller's knowledge, that the Property [x] IS [ ] IS NOT in a designated flood plain area.

237. Seller discloses, to the best of Seller's knowledge, that the Property [ ] DOES [x] DOES NOT currently receive preferential tax treatment (e.g., Green Acres).

239. Seller discloses, to the best of Seller's knowledge, that the Property [ ] IS [x] IS NOT enrolled in any Federal, State, or local governmental programs (e.g., CREP, CRP, EQIP, WRP, Conservation programs, riparian buffers, Sustainable Forest Incentive Act, etc.).

242. ENVIRONMENTAL CONCERNS: To the best of the Seller's knowledge there are no hazardous substances or underground storage tanks, except where noted here:

254. (Check appropriate boxes.)

248. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

CITY SEWER [ ] YES [x] NO / CITY WATER [ ] YES [x] NO

250. SUBSURFACE SEWAGE TREATMENT SYSTEM

251. SELLER [ ] DOES [x] DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Subsurface Sewage Treatment System Disclosure Statement.)

254. PRIVATE WELL

255. SELLER [x] DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the Property, see Well Disclosure Statement.)

257. THIS PURCHASE AGREEMENT [ ] IS [x] IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:

258. SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.

259. (If answer is IS, see attached Addendum.)

260. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.
PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)

263. Page 7     Date: 3/6/2017

264. Property located at _____________________________________________
(see legal description) - lines 328 to 334 Town of Spring Lake, MN

265. NOTICE

266. Ryan O’Neill
(licensee)

267. RE/MAX Advantage Plus
(Real Estate Company Name)

268. (licensee)

269. (Real Estate Company Name)

270. DUAL AGENCY DISCLOSURE: Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespeople licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

278. CONSENT TO DUAL AGENCY

279. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both parties. Both parties acknowledge that

283. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will remain confidential unless the parties instruct Broker in writing to disclose this information. Other Information will be shared;

286. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

287. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the sale.

289. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

291. SELLER: ___________________________________________  BUYER: ___________________________________________

292. ___________________________  ___________________________
(Date)                        (Date)

293. SELLER: ___________________________________________  BUYER: ___________________________________________

294. ___________________________  ___________________________
(Date)                        (Date)

295. CLOSING COSTS: Buyer or Seller may be required to pay certain closing costs, which may effectively increase the cash outlay at closing or reduce the proceeds from the sale.

MN:PA:L-7 (8/16)
298. Property located at (see legal description) - lines 328 to 334 Town of Spring Lake MN

299. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

300. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the deed.

301. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security numbers.

302. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer’s responsibility for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to assure either party whether the transaction is exempt from FIRPTA withholding requirements.

303. NOTE: MN Statute 500.21 establishes certain restrictions on the acquisition of title to agricultural land by aliens and non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the sale of agricultural land and Buyer is a foreign person.

311. ENTIRE AGREEMENT: This Purchase Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase Agreement.

312. ELECTRONIC SIGNATURES: The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.

313. FINAL ACCEPTANCE: To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.

314. SURVIVAL: All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract for deed.

315. OTHER:

LEGAL DESCRIPTION OF THE LAND IS BELOW:

316. Commencing at a point 30 rods East of the Northwest corner of the Southeast Quarter of the

317. Southwest Quarter of Section 9, Township 114, Range 22, Scott County, Minnesota; thence running West on the North line of said Southeast Quarter of the Southwest Quarter of Section 9. 30 rods to the Northwest corner of said Southwest Quarter of Section 9. thence running South on the West line of said Southwest Quarter of the Southwest Quarter of Section 9.

318. to the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 9. thence East on the South line of said Southeast Quarter of the Southwest Quarter of Section 9. 10 rods, thence NorthwesterN h a direct line to the place of beginning.

PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)

338. Page 9 Date 3/6/2017

339. Property located at (see legal description) - lines 328 to 334 Town of Spring Lake MN

340. ADDENDA AND PAGE NUMBERING: Attached addenda are a part of this Purchase Agreement.

341. Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).

342. NOTE: Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement and should not be part of the page numbering.

344. I, the owner of the Property, accept this Purchase Agreement and authorize the listing broker to withdraw said Property from the market, unless instructed otherwise in writing.

348. I have reviewed all pages of this Purchase Agreement.

349. If checked, this Agreement is subject to attached Addendum to Purchase Agreement: Counteroffer.

351. FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller is NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See lines 299-315). This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

358. SELLER

359. [Signature]

360. [Date: 3/6/2017]

361. Its: [Title]

362. BUYER

363. [Signature]

364. [Date: 3/6/2017]

365. Its: [Title]

366. [Signature]

367. [Date: 3/6/2017]

368. FINAL ACCEPTANCE DATE: The Final Acceptance Date is the date on which the fully executed Purchase Agreement is delivered.

370. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).

371. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

As personal representative for Steven Zard's estate
DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2016 Minnesota Association of REALTORS®, Edina, MN

1.  Page 1

2.  ARBITRATION DISCLOSURE

3.  You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing to binding arbitration, you give up your right to go to court. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on page two (2), you agree to binding arbitration under the Residential Real Property Arbitration System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is enforceable only if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The ARBITRATION AGREEMENT is not part of the Purchase Agreement. Your Purchase Agreement will still be valid whether or not you sign the ARBITRATION AGREEMENT.

4.  The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS and the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.

5.  All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that regulates the real estate profession, about licensee compliance with state law.

6.  The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation court is $15,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to appeal an arbitrator’s award is very limited compared to the right to appeal a court decision.

7.  A request for arbitration must be filed within 24 months of the date of the closing on the property or else the claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation period provided herein.

8.  A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate, architecture, engineering, construction or other related fields.

9.  Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five (5) days advance notice to the other party and to NCDS. Each party may present evidence, including documents or testimony by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties' agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an award. The arbitrator may require the party who does not prevail to pay the administrative fee.

10. This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview of the Arbitration System rules. For specific information regarding the administrative fee, please see the Fee Schedule located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (800) 777-8119 or (866) 727-8119 or on the Web at www.ncdssusa.org or from your REALTOR®. If you have any questions about arbitration, call NCDS at (800) 777-8119 or (866) 727-8119 or consult a lawyer.
DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT
47. Page 2
48. THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.
49. READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.
50. RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

51. For the property located at ___________________________ (see legal description).

52. City of ________ Town of Spring Lake ________, County of ________ Scott ________, State of Minnesota.

53. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or enjoyment of the property, excluding disputes related to title issues of the property covered by the Purchase Agreement dated ________ Mar ________, 20 ________, including claims of fraud, misrepresentation, warranty and negligence, shall be settled by binding arbitration. National Center for Dispute Settlement shall be the arbitration service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one (1). This Agreement shall survive the delivery of the deed or contract for deed in the Purchase Agreement. This Agreement is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a broker shall bind the broker and all licensees of that broker.

64. Declined by all sellers
(Seller's Signature) (Date) (Buyer's Signature) (Date)

65. Joan Goggins
(Seller's Printed Name)

66. (Seller's Signature) (Date) (Buyer's Signature) (Date)

67. Nancy Kathleen O'Neill
(Seller's Printed Name)

68. Declined by agent
(Licensee Representing or Assisting Seller) (Date)

69. Ryan O'Neill
(Company Name)

70. THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.

MN:DS:ADRAA-2 (2/16)
5. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

6. NOTICE: This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.

7. Under Minnesota law, Sellers of residential property, with limited exceptions listed on page nine (9), are obligated to disclose to prospective Buyers all material facts of which Seller is aware that could adversely and significantly affect an ordinary buyer's use or enjoyment of the property or any intended use of the property which Seller is aware.

8. MN Statute 513.58 requires Seller to notify Buyer in writing as soon as reasonably possible, but in any event before closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing, of any facts disclosed herein (new or changed) of which Seller is aware that could adversely and significantly affect Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.

9. Seller has disclosure alternatives allowed by MN Statutes. See Seller's Disclosure Alternatives form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the transaction.

10. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:

11. “Residential real property” means property occupied as, or intended to be occupied as, a single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause (10), regardless of whether the unit is in a common interest community not subject to Chapter 515B.

12. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase or any other option.

24. INSTRUCTIONS TO BUYER: Buyers are encouraged to thoroughly inspect the land personally or have it inspected by a third party, and to inquire about any specific areas of concern. NOTE: If Seller answers "NO" to any of the questions listed below, it does not necessarily mean that it does not exist on the land, did not occur, or does not apply. NO may mean that Seller is unaware.

25. INSTRUCTIONS TO SELLER: (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or inspection report(s) when completing this form. (3) Describe conditions affecting the land to the best of your knowledge. (4) Attach additional pages with your signature if additional space is required. (5) Answer all questions. (6) If any items do not apply, write "NA" (not applicable).

32. Land location or identification see legal description

(Address/Section/Township/Range)

33. PID # 119090280 , Legal Description

Section 09, Township 114, Range 622, SE 1/4 SW 1/4 W 10A E1/2 .58A NW

34. City or Township of Town of Spring Lake , County of Scott , State of Minnesota.

A. GENERAL INFORMATION: The following questions are to be answered to the best of Seller's knowledge.

36. (1) What date did you acquire the land?

37. (2) Type of title evidence: [ ] Abstract [ ] Registered (Torrens) [X] Unknown

38. Location of Abstract:

39. Is there an existing Owner's Title Insurance Policy?

[ ] Yes [X] No

40. (3) Are you in possession of prior vacant land disclosure statement(s)?

[ ] Yes [X] No

41. (If "Yes," please attach if in your possession.)

42. (4) Are there any current or past Phase I, Phase II or Phase III Environmental Site Assessment(s)? (If "Yes," please attach if in your possession.)

[ ] Yes [X] No

43. (5) Access (where/type):

[ ] Yes [X] No

45. Is access (legal and physical) other than by direct frontage on a public road?
47. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

48. Property located at ____________________________
    
49. (6) Has the land been surveyed?  
    Yes  No
    
50. Year surveyed: ____________________________
    
51. What company/person performed the survey? ____________________________
    
52. Name: ____________________________ Address: ____________________________ Phone: ____________________________
    
53. (7) Is this platted land?  
    Yes  No
    
54. If “Yes,” has the plat been recorded?  
    Yes  No
    
55. If you have a certificate of survey in your possession?  
    Yes  No
    
56. If “Yes,” who completed the survey? ____________________________ When? ____________________________
    
57. (8) Are there any property markers on the land?  
    Yes  No
    
58. If “Yes,” give details: ____________________________
    
59. ____________________________
    
60. ____________________________
    
61. (9) Is the land located on a public or private road?  
    Public  Private  Public: no maintenance
    
62. (10) Are there any private or non-dedicated roadways that you are responsible for?  
    Yes  No
    
63. (11) Are there any rivers, lakes, ponds, creeks, streams or springs running through the land or along a boundary line?  
    Yes  No
    
64. (12) Flood Insurance: All properties in the state of Minnesota have been assigned a flood zone designation. Some flood zones may require flood insurance.
    
65. (a) Do you know which zone the property is located in?  
    Yes  No
    
66. If “Yes,” which zone? ____________________________
    
67. (b) Have you ever had a flood insurance policy?  
    Yes  No
    
68. If “Yes,” is the policy in force?  
    Yes  No
    
69. If “Yes,” what is the annual premium? $ ____________________________
    
70. If “Yes,” who is the insurance carrier? ____________________________
    
71. (c) Have you ever had a claim with a flood insurance carrier or FEMA?  
    Yes  No
    
72. If “Yes,” please explain: ____________________________
    
73. ____________________________
    
74. ____________________________
    
75. ____________________________

NOTE: Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the property. As a result, Buyer should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after Buyer completes their purchase.

76. (13) Is the land located in a drainage district, County or Judicial Drainage System?  
    Yes  No
    
77. (14) Is the land drain tiled?  
    Yes  No
    
78. (15) Is there a private drainage system on the land?  
    Yes  No
    
79. (16) Is the land located within a government designated disaster evacuation zone (e.g., nuclear facility, hazardous chemical facility, hazardous waste facility)?  
    Yes  No
87. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

88. Property located at [see legal description] Town of Spring Lake MN

89. (17) Are there encroachments? □ Yes ☒ No

90. (18) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

91. 

92. 

93. B. GENERAL CONDITION: The following questions are to be answered to the best of Seller's knowledge.

94. (1) Are there any structures, improvements or emblements (e.g., crops) included in the sale? □ Yes ☒ No

95. If "Yes," list all items:

96. 

97. 

98. 

99. 

100. (2) Are there any abandoned or junk motor vehicles, equipment of any kind, or debris included in the sale? □ Yes ☒ No

101. If "Yes," list all items:

102. 

103. 

104. (3) Are there any drainage issues, flooding or conditions conducive to flooding? □ Yes ☒ No

105. (4) Has there been any damage by wind, fire, flood, hail or other cause(s)? □ Yes ☒ No

106. If "Yes," give details of what happened and when:

107. 

108. (5) Were there any previous structures on the land? □ Yes ☒ No

109. (6) Are there any settling, erosion or soil movement problems on or affecting the land? □ Yes ☒ No

110. (7) Are there any gravel pits, caves, sink holes, or mineshafts on or affecting the land? □ Yes ☒ No

111. (8) For any questions in Section B answered "Yes," please explain:

112. 

113. 

114. C. USE RESTRICTIONS: The following questions are to be answered to the best of Seller's knowledge.

115. (1) Do any of the following types of covenants, conditions, reservations of rights or use, or restrictions affect the use or future resale of the land?

116. (a) Are there easements, other than utility or drainage easements? □ Yes ☒ No

117. (b) Are there any public or private use paths or roadway rights of way/easement(s)? □ Yes ☒ No

118. (c) Are there any ongoing financial maintenance or other obligations related to the land that the buyer will be responsible for? □ Yes ☒ No

119. (d) Are there any communication, power, wind, pipeline (utility or drainage) or other utility rights of way/easement(s)? □ Yes ☒ No

120. (e) Are there any railroad or other transportation rights of way/easement(s)? □ Yes ☒ No

121. (f) Is there subdivision or other recorded covenants, conditions or restrictions? □ Yes ☒ No

MN:DS:VL-3 (8/15)
138. Property located at [see legal description] Town of Spring Lake MN

139. (g) Are there association requirements or restrictions? [ ] Yes [ ] No

140. (h) Is there a right of first refusal to purchase? [ ] Yes [ ] No

141. (i) Is the land within the boundaries of a Native American reservation? [ ] Yes [ ] No

142. (j) Are there any Department of Natural Resources restrictions? [ ] Yes [ ] No

143. (k) Is the land located in a watershed district? [ ] Yes [ ] No

144. (l) Is the land enrolled in any Federal, State, or local governmental programs (e.g., CREP, CRP, EQIP, WRP, Conservation programs, riparian buffers, Sustainable Forest Incentive Act, etc.)? [ ] Yes [ ] No

147. (m) Are there any USDA Wetland Determinations? [ ] Yes [ ] No

148. (n) Are there any USDA Highly Erodible Land Determinations? [ ] Yes [ ] No

149. (o) Are there any conservation practices installed (e.g., terracing, waterways, control structures)? [ ] Yes [ ] No

151. (p) Are there any Federal or State listed species? [ ] Plants [ ] Animals [ ] Yes [ ] No

152. (q) Are there any third parties which have an interest in the mineral rights? [ ] Yes [ ] No

153. (r) Is there any forfeiture or transfer of rights (e.g., mineral, timber, development, etc.)? [ ] Yes [ ] No

155. (s) Are there any historical registry restrictions? [ ] Yes [ ] No

156. (t) If any of the questions in Section C(1) are answered "Yes," please provide written copies of these covenants, conditions, reservations or restrictions if in your possession: ________________________________

160. (2) Have you ever received notice from any person or authority as to any breach of any of these covenants, conditions, reservations or restrictions? [ ] Yes [ ] No

162. If "Yes," please explain: ________________________________

165. (3) Is the land currently rented? [ ] Yes [ ] No

166. (4) If "Yes," is there a written lease? [ ] Yes [ ] No

167. If "Yes," please provide a copy of the lease if in your possession or provide information:

Lease start date: __________________________

Lease end date: __________________________

Number of acres leased: _________________

Price/acre: ______________________________

Terms of lease: ____________________________

Renter's name: ____________________________ Phone number: ____________________________

174. [ ] Yes [ ] No

175. (4) Is woodland leased for recreational purposes? [ ] Yes [ ] No

176. (5) Has a timber cruise been completed on woodland? [ ] Yes [ ] No

MN-DS:VL-4 (8/15)
DISCLOSURE STATEMENT: VACANT LAND

178. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER’S KNOWLEDGE.

179. Property located at ________________________________ see legal description ____________________ Town of Spring Lake MN

180. (6) Has timber been harvested in past 25 years? □ Yes ☒ No

181. If “Yes,” what species was harvested? ________________________________

182. Was harvest monitored by a registered forester? □ Yes ☒ No

183. (7) Are there plans for a new road, expansion of an existing road, airport, trail, affect by railroad or other improvement that may affect this land? □ Yes ☒ No

184. If “Yes,” please explain: ________________________________

186. ____________________________________________________________________________

187. (8) Are there any zoning violations, nonconforming uses or unusual restrictions on the land that would affect future construction or remodeling? □ Yes ☒ No

188. D. UTILITIES: The following questions are to be answered to the best of Seller’s knowledge.

190. (1) Have any percolation tests been performed? □ Yes ☒ No

191. When? ________________________________ By whom? ________________________________

192. Attach copies of results, if in your possession.

193. (2) Subsurface Sewage Treatment System Disclosure: (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)

195. Seller certifies that Seller ☒ DOES ☒ DOES NOT know of a subsurface sewage treatment system on or serving the above-described real property. (If answer is DOES, and the system does not require a state permit, see Disclosure Statement: Subsurface Sewage Treatment System.)

196. ☐ There is an abandoned subsurface sewage treatment system on the above-described real property. (See Disclosure Statement: Subsurface Sewage Treatment System.)

200. (3) Private Well Disclosure: (A well disclosure and Certificate are required by MN Statute 103I.235.) (Check appropriate box.)

202. ☒ Seller certifies that Seller does not know of any wells on the above-described real property.

203. ☐ Seller certifies there are one or more wells located on the above-described real property. (See Disclosure Statement: Well.)

205. Are there any wells serving the above-described property that are not located on the land? □ Yes ☒ No

207. If “Yes”:

208. (1) How many properties or residences does the shared well serve? ________________________________

209. (2) Is there a maintenance agreement for the shared well? □ Yes ☒ No

210. If “Yes,” what is the annual maintenance fee? $______________________________

211. Is the land in a Special Well Construction Area? □ Yes ☒ No

212. (4) Are any of the following presently existing within the land:

213. (a) connection to public water? □ Yes ☒ No

214. (b) connection to public sewer? □ Yes ☒ No

215. (c) connection to private water system off-property? □ Yes ☒ No

216. (d) connection to electric utility? □ Yes ☒ No

217. (e) connection to pipelines (natural gas, petroleum, other)? □ Yes ☒ No

218. (f) connection to communication, power or utility lines? □ Yes ☒ No

219. (g) connection to telephone? □ Yes ☒ No

220. (h) connection to fiber optic? □ Yes ☒ No

221. (i) connection to cable? □ Yes ☒ No

THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

224. Property located at see legal description Town of Spring Lake MN

225. (5) Are any of the following existing at the boundary of the land:
   (a) public water system access? □ Yes □ No
   (b) private water system access? □ Yes □ No
   (c) co-op water system access? □ Yes □ No
   (d) shared water system access? □ Yes □ No
   (e) electric service access? □ Yes □ No
   (f) pipeline (natural gas, petroleum, other) access? □ Yes □ No
   (g) communication, power or utility line access? □ Yes □ No
   (h) telephone access? □ Yes □ No
   (i) fiber optic access? □ Yes □ No
   (j) cable access? □ Yes □ No

236. E. ENVIRONMENTAL CONCERNS: The following questions are to be answered to the best of Seller’s knowledge.

237. (1) Are there any buried storage tanks or buried debris or waste on the land? □ Yes □ No
   If "Yes," give details:________________________________________

238. (2) Are there any hazardous or toxic substances or wastes in, on, or affecting the land? □ Yes □ No
   If "Yes," give details:________________________________________

239. (3) Have any soil tests been performed? □ Yes □ No
   When? __________________________ By whom? __________________________
   Attach copies of results if in your possession.

240. (4) Are there any soil problems? □ Yes □ No
   If "Yes," give details:________________________________________

241. (5) Are there any dead or diseased trees? □ Yes □ No
   If "Yes," give details:________________________________________

242. (6) Are there any insect/animal/pest infestations? □ Yes □ No
   If "Yes," give details:________________________________________

243. (7) Are there any animal burial pits? □ Yes □ No
   If "Yes," give details:________________________________________

244. (8) Are there any unused wells or other potential environmental hazards (e.g., fuel or chemical storage tanks, contaminated soil or water) on the land? □ Yes □ No
   If "Yes," give details:________________________________________

245. (9) Did the land at one time abut or was located in close proximity to a gas station, refuse disposal site, toxic substance storage site, junk yard or other pollution situation? □ Yes □ No
   If “Yes,” give details:________________________________________

MN:VLDS-6 (6/15)
THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

<table>
<thead>
<tr>
<th>Property located at see legal description</th>
<th>Town of Spring Lake</th>
<th>MN</th>
</tr>
</thead>
</table>

267. (10) Is the land located in or near an agricultural zone? □ Yes ☑ No
If "Yes," the land may be subjected to normal and accepted agricultural practices and operations including, but not limited to noise; dust; day and nighttime operation of farm machinery; the raising and keeping of livestock; and the storage and application of manure, fertilizers, soil amendments, herbicides and pesticides associated with normal agricultural operations.

270. Gardens and new tree plantings will be at least 30 feet from all surrounding property lines bordering any agricultural field.

272. (11) Are there any landfills or waste disposal sites within two (2) miles of the land? □ Yes ☑ No
If "Yes," give details: ________________________________

276. (12) Is there any government sponsored clean-up of the land? □ Yes ☑ No
If "Yes," give details: ________________________________

279. (13) Are there currently, or have previously been, any orders issued on the land by any governmental authority ordering the remediation of a public health nuisance on the land? □ Yes ☑ No
If "Yes," Seller certifies that all orders [HAVE] [HAVE NOT] been vacated.

283. (14) Other: ________________________________

285. F. PREFERENTIAL PROPERTY TAX TREATMENT: Is the land subject to any preferential property tax status or any other credits affecting the land (e.g., Disability, Green Acres, Rural Preserve, Exclusive Ag Covenant)? □ Yes ☑ No
If "Yes," would these terminate upon the sale of the land? □ Yes ☑ No

290. Explain: ____________________________________________

292. G. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (“FIRPTA”): Section 1445 of the Internal Revenue Code provides that a transferee (“Buyer”) of a United States real property interest must be notified in writing and must withhold tax if the transferor (“Seller”) is a foreign person and no exceptions from FIRPTA withholding apply. Seller represents that Seller ☑ IS [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall survive the closing of any transaction involving the property described herein.

298. NOTE: If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.

302. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal Revenue Code.

305. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer’s responsibility for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to assure either party whether the transaction is exempt from the FIRPTA withholding requirements.

MN:DS:VL-7 (8/15)
311. Property located at __________ see legal description __________ Town of Spring Lake __________ MN __________.

312. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:

313. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

314. □ Seller is not aware of any methamphetamine production that has occurred on the land.

315. □ Seller is aware that methamphetamine production has occurred on the land.

316. (See Disclosure Statement: Methamphetamine Production.)

317. I. NOTICE REGARDING AIRPORT ZONING REGULATIONS: The land may be in or near an airport safety zone

318. with zoning regulations adopted by the governing body that may affect the land. Such zoning regulations are

319. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such

320. zoning regulations affect the land, you should contact the county recorder where the zoned area is located.

321. J. CEMETERY ACT: MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials

322. or cemeteries. A person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs or removes

323. human skeletal remains or human burial grounds is guilty of a felony.

324. To your knowledge, are you aware of any human remains, burials or cemeteries located

325. on the land? □ Yes □ No

326. If "Yes," please explain: ____________________________________________________________

327. ____________________________________________________________

328. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in

329. contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN

330. Statute 307.08, Subd. 7.

331. K. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender

332. registry and person registered with the predatory offender registry under MN Statute 243.166 may be

333. obtained by contacting the local law enforcement offices in the community where the land is located or

334. the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web

335. site at www.corr.state.mn.us.

336. L. NOTICES/OTHER DEFECTS/MATERIAL FACTS: The following questions are to be answered to the best of

337. Seller's knowledge.

338. Notices: Seller □ HAS □ HAS NOT received a notice regarding any proposed improvement project from any

339. assessing authorities, the costs of which project may be assessed against the property. If "HAS," please attach

340. and/or explain: ____________________________________________________________

341. ____________________________________________________________

342. Other Defects/Material Facts: Are there any other material facts that could adversely and significantly affect an

343. ordinary buyer's use or enjoyment of the land or any intended use of the land? □ Yes □ No

344. If "Yes," explain: ____________________________________________________________

345. ____________________________________________________________

346. M. ADDITIONAL COMMENTS:

347. ____________________________________________________________

348. ____________________________________________________________

349. ____________________________________________________________

350. ____________________________________________________________

351. ____________________________________________________________

352. ____________________________________________________________
N. MN STATUTES 513.52 THROUGH 513.60:

Exceptions
358. The seller disclosure requirements of MN Statutes 513.52 through 513.60 DO NOT apply to
359. (1) a real property that is not residential real property;
360. (2) a gratuitous transfer;
361. (3) a transfer pursuant to a court order;
362. (4) a transfer to a government or governmental agency;
363. (5) a transfer by foreclosure or deed in lieu of foreclosure;
364. (6) a transfer to heirs or devisees of a decedent;
365. (7) a transfer from a cotenant to one or more other cotenants;
366. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
367. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement
368. incidental to that decree;
369. (10) a transfer of newly constructed residential property that has not been inhabited;
370. (11) an option to purchase a unit in a common interest community, until exercised;
371. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with
372. respect to a declarant under section 515B.1-103, clause (2);
373. (13) a transfer to a tenant who is in possession of the residential real property; or
374. (14) a transfer of special declarant rights under section 515B.3-104.

Waiver
375. The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the prospective Buyer
376. agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not waive, limit or abridge
377. any obligation for seller disclosure created by any other law.

No Duty to Disclose
378. A. There is no duty to disclose the fact that the property
379. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
380. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
381. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
382. (3) is located in a neighborhood containing any adult family home, community-based residential facility
383. or nursing home.

B. Predatory Offenders. There is no duty to disclose information regarding an offender who is required to
384. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a
timely manner, provides a written notice that information about the predatory offender registry and persons
registered with the registry may be obtained by contacting the local law enforcement agency where the
property is located or the Department of Corrections.

C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs
390. A and B for property that is not residential property.

D. Inspections.
391. (1) Except as provided in paragraph (ii), Seller is not required to disclose information relating to the real
392. property if a written report that discloses the information has been prepared by a qualified third party
393. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means
394. a federal, state or local governmental agency, or any person whom Seller or prospective buyer reasonably
395. believes has the expertise necessary to meet the industry standards of practice for the type of inspection
396. or investigation that has been conducted by the third party in order to prepare the written report.
397. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any
398. information included in a written report under paragraph (i) if a copy of the report is provided to Seller.

MN:DS:VL-9 (8/15)
THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

404. Property located at see legal description Town of Spring Lake MN

405. O. SELLER'S STATEMENT:

406. (To be signed at time of listing.)

407. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s)

408. representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to

409. any person or entity in connection with any actual or anticipated sale of the property. A seller may provide this

410. Disclosure Statement to a real estate licensee representing or assisting a prospective buyer. The Disclosure

411. Statement provided to the real estate licensee representing or assisting a prospective buyer is considered to have

412. been provided to the prospective buyer. If this Disclosure Statement is provided to the real estate licensee

413. representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective

414. buyer.

415. Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed

416. herein (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's

417. use or enjoyment of the property or any intended use of the property that occur up to the time of closing.

418. To disclose new or changed facts, please use the Amendment to Disclosure Statement form.

419. [Signatures]

420. P. BUYER'S ACKNOWLEDGEMENT:

421. (To be signed at time of purchase agreement.)

422. I/We, the Buyer(s) of the property, acknowledge receipt of this Disclosure Statement: Vacant Land and agree

423. that no representations regarding facts have been made other than those made above. This Disclosure Statement

424. is not a warranty or guarantee of any kind by Seller or licensee representing or assisting any party in the transaction

425. and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

426. The information disclosed is given to the best of Seller's knowledge.

427. [Signatures]

428. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HEREIN AND ARE

429. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.

MN:DS:VL-10 (6/15)

Additional Sellers

As personal representative for Steven Zard's estate
The Scott Soil and Water Conservation District (SWCD) will provide the Prior Lake Spring Lake Watershed District (DISTRICT) with a variety of conservation services, in support of the goals and objectives in its Water Resources Management and Spring Lake-Upper Prior Lake TMDL Implementation Plans.

Services will be delivered on a time and materials basis. Individual line items may vary as the year progresses due to unpredicted needs and circumstances; however, this Scope is capped with an overall not-to-exceed amount of $128,800. The SWCD may be requested to provide services outside of and in addition to this Scope. These services will be provided on an as-requested basis via separate work order or memoranda, the costs of which will not apply to the not-to-exceed amount.

**Task I. Technical Assistance and Cost Share**

**Scope of Work**
The SWCD will provide information, technical, and cost share assistance to landowners within the DISTRICT in support of implementation of conservation behaviors and best management practices that reduce soil erosion, decrease runoff volume, and improve water quality.

**A. Conservation Marketing and Promotion**
The SWCD will continue targeted marketing initiatives aimed at promoting adoption of priority conservation practices. The focus will be projects identified in 2014 Upper Watershed Assessment and practices identified in the SWCD’s 2015 Clean Water Fund grant, including but not limited to native prairie restoration and lakeshore stabilization. Activities will include:
- Identifying targeted parcels and gathering contacts information
- Developing letters, mail lists, and informational materials
- Making personal calls and home visits
- Tracking progress

**B. Livestock/Commodity Producer Assistance**
The SWCD will provide technical support to livestock and commodity producers on conversation measures providing water quality benefits in the District.
- Provide Equipment Rental Program services for conservation program participants
- Assist with animal waste management planning
- Assist with livestock facility and pasture management planning
- Provide information and assistance related to state feedlot regulations, including planning, permitting, inspections, complaint response and pollution discharge

**C. Project Design, Construction and Cost Share assistance**
The SWCD will administer a cost share program in accordance with the DISTRICT’s approved Docket. These services will be provided to landowners who a) respond with interest to marketing efforts under Task IA and b) call or walk-in with their own conservation issues or concerns. Services provided to producers participating in the FLC cost share program will also fall under this task.
- Follow up
  - Calls and/or visit with landowners
  - Conduct off-site or on-site research
  - Provide information about potential solutions and available assistance
  - Document landowner interest and project opportunities
- Project Scoping and Pre-Approval
  - Meet with landowners to clarify goals and interests
  - Conduct preliminary off- and/or on-site research
  - Determine project feasibility and eligibility
- Project Development
  - Complete technical assessment
Collect and submit soil samples for nutrient analysis, when applicable
- Conduct topographic surveys if necessary
- Meet with landowner to finalize decisions and secure commitments
- Prepare technical and environmental assessments
- Prepare concept plans and cost estimates

**Administrative Activities**
- Prepare and process contract applications, fact sheets, and payment vouchers
- Prepare and send letters of decision (approval or denial)
- Prepare and issue cost share checks, upon certified completion
- Track and report budget activity
- Project/file close out
- Develop and present proposed Docket revisions*

**Design Activities**
- Conduct surveys
- Prepare and review designs, specifications, and final cost estimates (or coordinate same if engineering services are outsourced)
- Apply for/secure applicable permits
- Prepare Operation and Maintenance agreements
- If requested submit design packet to the DISTRICT for review prior to construction

**Construction Activities**
- Coordinate and lead pre-construction meetings
- Stake projects
- Inspect/supervise construction
- Prepare as-built drawings
- Provide construction certification

**D. Conservation Planning**
The SWCD will provide conservation planning services in accordance with the requirements of the DISTRICT-approved docket and FLC’s Lake Friendly Certification program under this task.

- Gather data (soils, topography, water resources, management practices, compliance status, etc.)
- Evaluate current resource conditions; identify needs and opportunities
- Prepare preliminary conservation plan; review with land user
- Prepare and deliver final Conservation Plan and Agreement; secure signatures

**E. Status Reviews**
Projects installed using DISTRICT funds will be inspected to ensure they are complying with their Operations and Maintenance (O&M) plans, in accordance with cost share contract requirements. Inspections are completed the 1st, 5th, and 9th year following certification.

- Conduct site visit and inspection of project site
- Prepare inspection report
- Conduct follow up inspection and landowner technical assistance, if necessary

**Budget**\(^1\)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TACS services</td>
<td>$40,000</td>
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<tr>
<td>Cost share (pass through)</td>
<td>$15,000</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$55,000</strong></td>
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</table>

\(^1\) Budget amounts in these categories may vary depending on number and types of projects, as well as the availability of other sources of funding for cost share and incentives. For example, additional funds may be dedicated for TA in order to leverage grant funds that can be used for project cost share and incentives.
Task II. Farmer Led Council

Scope of Work
The SWCD will provide technical support to the Farmer Led Council (FC), including but not limited to:
- Meeting with DISTRICT staff for program planning and coordination
- Providing input on policy and program implementation
- Participating in FLC meetings
- Conduct follow up with current and prospective FLC participants to inform and promote its goals and opportunities
- Assist DISTRICT staff with certification recognition activities

Budget

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support services:</td>
<td>$10,000</td>
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<td>Cost share (pass through):</td>
<td>$20,000</td>
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<tr>
<td>Total</td>
<td>$30,000</td>
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Task III. Monitoring and Data Collection

Scope of Work
The SWCD will assist the DISTRICT with planning and implementing its stream flow and water quality monitoring program, as defined in the approved 2016 Monitoring Plan or equivalent.

Budget

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Support services (Ferric)</td>
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<td>Support services (PLOC)</td>
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<td>Support services (Monitoring)</td>
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<td>Total</td>
<td>$38,800</td>
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</tbody>
</table>

Task IV. Other Technical/Field Services

Scope of Work
The SWCD will provide various technical and field services on an as-requested basis, including but not limited to:
- Surveying
- Mapping/GIS analysis
- Signage
- Resource concern investigations
- Erosion and sediment control inspections

Budget

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>All services:</td>
<td>Per special work order</td>
</tr>
</tbody>
</table>

Task V. EDUCATION PROGRAMMING

Scope of Work
The SWCD will provide various educational programming services. Activities will include those identified in the 2017 Scott Clean Water Education Program (SCWEP) work plan, as well as other District educational activities for which SWCD services may be requested.
As part of the 2017 SCWEP, the SWCD will plan, coordinate and host at least two Blue Thumb workshops in the District. Activities will include:

- Plan and prepare workshop details in coordination with the WMO and Cities of Prior Lake and Savage
- Develop promotional and informational materials and resources
- Plan and implement media marketing/promotion plan
- Coordinate and manage registrations and venue set-up and take-down
- Prepare and present information
- Post-workshop review and follow up with landowners

Budget

| Services:     | $5,000 |
| Supplies:     | Per special work order |

**TASK & BUDGET SUMMARY**

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Amount</th>
</tr>
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<tr>
<td>I</td>
<td>TACS services</td>
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<td></td>
<td>TACS cost share (pass-through)</td>
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<td>II</td>
<td>FLC services</td>
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<td>IV</td>
<td>Misc. tech/eng services*</td>
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<td>Education services</td>
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<td></td>
<td>Education supplies*</td>
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<td></td>
<td><strong>Total</strong></td>
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*Funded on an as-requested basis

**BILLING RATES**

All services will be billed on a time and materials basis, using the following hourly rates.

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Hourly Rate*</th>
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</thead>
<tbody>
<tr>
<td>Water Resources Technician</td>
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<td>Resource Conservation Technician</td>
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<td>Communications Specialist</td>
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<td>Administrative Clerk</td>
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<tr>
<td>Resource Conservationist I</td>
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<tr>
<td>Engineering Technician</td>
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<tr>
<td>Resource Conservationist II</td>
<td>$72</td>
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<tr>
<td>District Manager</td>
<td>$80</td>
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</table>
AGREEMENT BETWEEN THE PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT AND THE SCOTT SOIL AND WATER CONSERVATION DISTRICT FOR THE PROVISION OF PROFESSIONAL CONSERVATION SERVICES - DRAFT

This Agreement is made this 14 day of March 2017, by the PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT, a governmental subdivision of the State of Minnesota (the "DISTRICT") and the SCOTT SOIL AND WATER CONSERVATION DISTRICT, governmental subdivision of the State of Minnesota (the SWCD) for the period January 1, 2017 through December 31, 2017.

1. SCOPE OF SERVICE AND AUTHORIZATION. The DISTRICT retains the SWCD to provide services related to conservation promotion, landowner technical assistance, monitoring, education, and other miscellaneous technical and field services (Services), as set forth in the Scope of Work and Budget, attached hereto as Exhibit A. The Services shall commence immediately upon receipt of notice to proceed from the DISTRICT Administrator, who will be the DISTRICT's agent for such services and will administer this Agreement.

2. FEES AND PAYMENT. The SWCD will invoice the DISTRICT on a quarterly basis for time and materials associated with delivery of Services set forth in Exhibit A, unless otherwise specified. Hourly fees for the Services are included in Exhibit A. Materials expenses shall be pre-approved or requested in advance by the DISTRICT Administrator or designee before they are incurred. The SWCD will not invoice for mileage reimbursement.

Payment shall be due within 30 days following receipt of an itemized invoice from the SWCD, using a format approved by the DISTRICT. The DISTRICT may withhold payment for any services not covered in Exhibit A or otherwise authorized in advance by the Administrator or designee.

3. PROFESSIONAL RESPONSIBILITY. The SWCD shall perform the Services consistent with that level of care and skill ordinarily exercised by members of its profession practicing under similar conditions at the time the Services are performed.

4. DISTRICT'S RESPONSIBILITY. At the SWCD's reasonable request, the DISTRICT shall provide to the SWCD all reports, data, studies, plans, specifications, documents, and other information in its possession that are relevant to the Services. The SWCD shall be responsible only for the accuracy of the data, interpretations, and recommendations it generates or makes. The SWCD will not be responsible for any interpretations or recommendations generated or made by others, which are based, in whole or in part, on the SWCD's data, interpretations or recommendations.

5. INDEMNIFICATION.
   (a) The SWCD shall indemnify and hold harmless the DISTRICT and its managers, officers, employees, agents, and successors from and against any and all losses, damages, claims, liabilities, costs, and expenses, including legal fees and costs of investigation, resulting from or arising out of (i) a material breach by the SWCD of any term or provision of this Agreement, or (ii) any negligent act or omission or intentional misconduct of the SWCD in the performance of this Agreement or the Services.

   (b) The DISTRICT agrees to indemnify and hold harmless the SWCD and its officers, employees, agents, and successors, from and against any and all losses, damages, claims, liabilities, costs, and expenses, including legal fees and costs of investigation, resulting from or arising out of any negligent or wrongful act or omission of the DISTRICT, its officers, directors, or employees.

6. INSURANCE.
   At all times during the term of this agreement, the SWCD will have and keep in force the following insurance coverages:
(a) General and professional liability: $1.5 million each occurrence and aggregate, covering completed operations and contractual liability.
(b) Automobile liability: combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles, $1.5 million.
(c) Workers’ compensation: in accordance with legal requirements applicable to the SWCD.

The DISTRICT will be named as an additional insured with primary coverage under the general liability policy. The SWCD will provide certificates of insurance and other insurance documentation on reasonable request. The certificate will name the DISTRICT as a holder and will state that the DISTRICT will receive written notice before cancellation, nonrenewal or a material change in any described policy under the same terms as the SWCD.

7. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.
All materials obtained or generated by the SWCD in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the materials are contained, documented or memorialized, are the DISTRICT’s property. As to those materials, the SWCD hereby assigns and transfers to the PLSLWD all right, title and interest in: (a) its copyright, if any, in the materials; any registrations and copyright applications relating to the materials; and any copyright renewals and extensions; (b) all works based on, derived from or incorporating the materials; and (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and all causes of action in law or equity for past, present or future infringement based on the copyrights. The SWCD will execute all papers and perform such other proper acts as the DISTRICT may deem necessary to secure for the DISTRICT or its assignee the rights herein assigned.

The DISTRICT may immediately inspect, copy or take possession of any materials on written request to the SWCD. The SWCD may maintain a copy of any materials except for those designated by the DISTRICT as confidential or non-public under applicable law, a copy of which may be maintained by the SWCD only pursuant to written agreement with the DISTRICT specifying terms.

If the SWCD receives a request under the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) the SWCD possesses or has created as a result of this agreement, it will inform the DISTRICT immediately and transmit a copy of the request. If the request is addressed to the DISTRICT, the SWCD will not provide any information or documents, but will direct the inquiry to the DISTRICT. If the request is addressed to the SWCD, the SWCD will be responsible to determine and meet its legal obligations, but will notify and consult with the DISTRICT before replying. Nothing in the preceding sentence supersedes the SWCD’s obligations under this Agreement with respect to protection of DISTRICT data, property rights in data or confidentiality.

8. RELATIONSHIP OF PARTIES. The SWCD shall be an independent contractor in performing the Services and shall not act as an agent or an employee of the DISTRICT. The SWCD shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, insurance and taxes, if any. The SWCD shall not have any right or authority to make any representation or to assume or create any obligation, expressed or implied, on behalf of the DISTRICT.

The SWCD will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services and will procure all licenses, permits and other rights necessary to perform the Services. In performing the Services, the SWCD 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 no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

9. ASSIGNMENT. Neither party shall assign, or otherwise transfer, its rights or obligations hereunder without the written consent of the other party.

10. AUDIT. All documents and records relating to this Agreement shall be available for inspection by the DISTRICT and the state auditor for six years. The DISTRICT may audit all records of the SWCD relating to the costs, expenses and Services performed. If the audit shows that the payment by the DISTRICT to the SWCD exceeds the amount due the SWCD, the excess amount shall be returned to the DISTRICT and the SWCD shall bear the expense of the audit.

11. DISPUTES. All disputes between the SWCD and the DISTRICT shall be subject to non-binding mediation before either party may commence suit. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 60 days of service of notice. The parties shall agree on a mediator.

12. TERMINATION. This Agreement shall be terminable at will by either party effective immediately upon written notice to the other party via certified mail. Termination of this Agreement does not relieve either party of its obligations with regard to services provided prior to the time of termination. Insurance obligations; warranties; obligations to indemnify and hold harmless; and document-retention requirements will survive the completion of the Services and the term of this agreement.

13. GOVERNING LAW. This Agreement is governed by and shall be construed according to the laws of Minnesota.

14. NOTICES. All notices and communications to the SWCD under this Agreement shall be to 7151 W. 190th Street, Suite 125, Jordan, MN, 55352. All notices and communications to the DISTRICT under this Agreement shall be to 4646 Dakota Street SE, Prior Lake, MN 55372.

15. ENTIRE AGREEMENT. This Agreement including any attachments incorporated constitutes the entire understanding between the DISTRICT and the SWCD. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

For the PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT
Signed: ______________________________
Title: ______________________________
Date: ______________________________

For the SCOTT SOIL and WATER CONSERVATION DISTRICT
Signed: ______________________________
Title: ______________________________
Date: ______________________________
Implementing the 2015 Buffer Legislation

In June of this year, Governor Dayton signed into law a new buffer initiative aimed at enhancing protection of Minnesota’s waters. The buffer initiative will help protect the state’s water resources from erosion and runoff pollution by establishing roughly 110,000 acres of buffer along waterways while providing flexibility and technical support to landowners for installation and maintenance.

What is a buffer?

A buffer, also known as a riparian filter strip, is vegetated land adjacent to a stream, river, lake or wetland. Buffers help filter out phosphorus, nitrogen, and sediment, and are an important conservation practice for helping keep water clean.

Why buffers?

Studies by the Minnesota Pollution Control Agency show that buffers are critical to protecting and restoring water quality and healthy aquatic life, natural stream functions and aquatic habitat due to their immediate proximity to the water.

What is required?

Under the law, buffer widths will be:

- An average of 50 feet, minimum of 30 feet, on public waters
- A minimum of 16.5 feet on public drainage systems
- Buffer recommendations for other waters will be determined by soil and water conservation districts (SWCDs)

How will I know if buffers are required?

The Department of Natural Resources is in the process of mapping all waters subject to the new requirements. The buffer protection maps are expected to be completed by July 2016.
How will the program work?

The Minnesota Board of Water and Soil Resources, which will oversee the new law, is working to get program details developed. Landowners may install buffers on their own at any time, or can wait until the buffer protection maps are complete in 2016. The local SWCD will provide technical assistance and answer questions about financial assistance options. Landowners also have the option of working with their SWCD to determine if other alternative practices aimed at protecting water quality can be used.

Is there financial assistance available?

Yes. The 2015 Buffer Law relies on long-standing federal, state, and local programs to provide financial and technical support to landowners to implement buffers or alternative water quality practices. Landowners may use federal Farm Bill resources, such as the Conservation Reserve Program (CRP), Continuous CRP, and the Environmental Quality Incentives Program to get buffers installed. State resources include programs such as the Reinvest in Minnesota (RIM) easement program, Conservation Cost-Share, and the Minnesota Agricultural Water Quality Certification Program.

What’s the timeline?

The new law specifies:

- November 1, 2017: Buffers in place on all public waters
- November 1, 2018: Buffers in place on all public drainage systems

Who is responsible for enforcement?

Counties or watershed districts will be the first point of contact when noncompliance is identified. If a landowner fails to install buffers on identified waters, penalties may include a $500 fine.

Where do I go for more information?

Contact your local SWCD for more information about buffers and local requirements. For more information on the new buffer law, please visit: [www.bwsr.state.mn.us/buffers/](http://www.bwsr.state.mn.us/buffers/)
Policy 8: Election of Jurisdiction

Buffer Law Implementation

January 25, 2016

It is encouraged that when boundaries overlap local governments units (LGUs) will engage in dialogue to discuss which waters jurisdiction is being elected within each entity’s boundary.

Policy

The Board of Water and Soil Resources’ (BWSR’s) priority is for counties and watershed districts to adopt a rule, ordinance, or official controls providing procedures for the issuance of administrative penalty orders, enforcement, and appeals for purposes of implementing section 103F.48 and section 103B.101, subdivision 12a.

For orderly administration, and because BWSR has a statutory responsibility to enforce the requirements of Minnesota Statutes 103F.48 when neither a county or watershed district elects or affirms jurisdiction, the following provisions are necessary for counties and watershed districts electing jurisdiction for enforcement of the Buffer Law:

1. When a county elects jurisdiction, it must include all public waters within its boundary that require a 30’ minimum 50’ average width buffer, as identified on the Buffer Protection Map, and all public drainage ditches within its boundary that require a 16.5’ width buffer, as identified on the Buffer Protection Map, for which it is wholly or jointly the drainage authority. A county:
   a. May also elect jurisdiction on all public drainage ditches identified on the Buffer Protection Map within its boundary for which it is not the drainage authority, if the drainage authority does not elect jurisdiction.
   b. Must provide a notice at minimum 60 days prior to the effective date of its decision to BWSR and to all watershed districts and soil and water conservation districts within its boundary.

2. When a watershed district elects jurisdiction, it must include all public drainage ditches within its boundary that require a 16.5’ width buffer, as identified on the Buffer Protection Map, for which it is the drainage authority. A watershed district:
   a. May elect jurisdiction on all public waters identified on the Buffer Protection Map within its boundary, if the county does not.
   b. May elect jurisdiction on all public drainage ditches identified on the Buffer Protection Map within its boundary for which it is not the drainage authority if the drainage authority does not.
   c. Must provide a notice at minimum 60 days prior to the effective date of its decision to BWSR and to all counties and soil and water conservation districts within its boundary.

3. Prior to adoption, counties and watershed districts must submit to BWSR a copy of the rule, ordinance or official control containing the procedures for the issuance of administrative penalty orders, enforcement, and appeals consistent with the definition of “with Jurisdiction” in section 103F.48 and administrative penalty order authority in section 103F.48, subdivision 7. BWSR staff will make a determination of sufficiency within 60 days of submittal.
4. A county or watershed district may change a previous election of jurisdiction by providing notice to BWSR, all counties, all soil and water conservation districts and all watershed districts within its boundary at least 60 days prior to the effective date of the decision.

Background

The water resources riparian protection requirements of the Buffer Law are related to the buffer provisions of the Public Drainage Law and state shoreland management standards. Counties and watershed districts serve as drainage authorities and counties locally administer the shoreland management program. The election of jurisdiction provisions of the Buffer Law does not place a preference on which waters should be under the jurisdiction of which local government. However, the aforementioned relationship with other laws and authorities that are directly connected to a specific jurisdiction warrants establishing a policy acknowledging these other pre-existing responsibilities of counties and watershed districts that will enhance the efficiency and effectiveness of enforcement of the Buffer Law through local authorities.

Policy Need

1) Provide a consistent basis for determining which LGU has primacy for electing jurisdiction for public waters and public drainage ditches identified on the Buffer Protection Map.

2) Provide clear, consistent and comprehensive enforcement of the Buffer Law.

3) Ensure a simple means for SWCDs and the public to understand which government unit will carry out enforcement authority in the instances when corrective actions are needed.

Statutory Basis

Minnesota Statutes §103F.48, the Buffer Law, includes the following provisions in Subd. 1 and Subd. 7:

(j) "With jurisdiction" means a board determination that the county or watershed district has adopted a rule, ordinance, or official controls providing procedures for the issuance of administrative penalty orders, enforcement, and appeals for purposes of this section and section 103B.101, subdivision 12a.

The Buffer Law allows a county or watershed district to elect jurisdiction as follows:

(b) A county or watershed district exercising jurisdiction under this subdivision and the enforcement authority granted in section 103B.101, subdivision 12a, shall affirm their jurisdiction and identify the ordinance, rule, or other official controls to carry out the compliance provisions of this section and section 103B.101, subdivision 12a, by notice to the board prior to March 31, 2017. A county or watershed district must provide notice to the board at least 60 days prior to the effective date of a subsequent decision on their jurisdiction.

For further reference:

- Section 103F.48 Subd. 3(b). Water resource protection requirements on public waters and public drainage systems
- Section 103F.48, Subd. 6. Local implementation and assistance
- Section 103F.48, Subd. 7. Corrective actions
- Section 103F.48, Subd. 8. Funding subject to withholding
- Section 103B.101, Subd. 12(a). Authority to issue administrative penalty orders
- Section 471.59. Joint exercise of powers
MEMORANDUM

TO: BOARD OF MANAGERS
FROM: DIANE LYNCH
SUBJECT: MINNESOTA BUFFER LAW COMPLIANCE
DATE: MARCH 14, 2017

HISTORY
The law that we know today, the Buffer Law, is the result of two years of work by the State Legislature to:

- protect state water resources from erosion and runoff pollution
- stabilize soils, shores and banks
- protect or provide riparian corridors

The Buffer Law, MN Statutes Chapter 103F.48, is in addition to the Public Drainage Law, MN Statutes Chapter 103E. In some cases, the laws can affect the same strips of land. It requires landowners to maintain a buffer on or before the dates and with the widths indicated below:

- November 1, 2017—30-foot minimum width-50-foot average width buffers on lands adjacent to public waters as identified and mapped on a buffer protection map (SWCD)
- November 1, 2018—16.5-foot minimum width buffer on lands adjacent to public ditches as identified and mapped on a buffer protection map (SWCD)

Deadlines which local governments must comply with include:

- July 1, 2017—SWCD must develop adopt, and submit to each local water management authority within its boundary a summary of watercourses for inclusion in the local water management authority’s plan. It also must provide buffer recommendations for “other waters.” Scott SWCD provided a map of required buffers. A map of “other waters” is being prepared.

- July 1, 2018—Local water management authorities must incorporate an addendum to its comprehensive local water management plan or comprehensive watershed management plan to include the SWCD’s recommendations for required buffers. PLSLWD will need to do this.
• Counties, watershed districts or BWSR can require violations to be corrected and administer administrative penalty orders (APOs).
  
  o By March 31, 2017—The county or watershed district may “elect to accept jurisdiction and identify the ordinance, rule or other official controls to carry out compliance provisions.” If the county or the district chooses not to accept jurisdiction, BWSR must administer the process. **PLSLWD will need to decide its role.**

• SWCDs are required to track progress towards compliance beginning in in 2017 and several times during 2018 and must notify the county or watershed district with jurisdiction and BWSR if it determines a landowner is not in compliance.

The District’s Situation

Scott SWCD has identified 2 parcels in the District that are “likely not compliant” and 2 additional parcels that need further review in 2017. In 2018, out of 54 parcels where a buffer is required, 8 are “likely not compliant,” 15 “need review” and 31 are “likely compliant.”

If the District chooses to “accept jurisdiction,” it would be required to adopt a rule, ordinance or official controls that provide adequate procedures for the issuance of administrative penalty orders, enforcement and appeals. The process must be consistent with the plan adopted by BWSR. The District must also adopt a fine structure as specified by BWSR.

Once notified by the SWCD that a property is not compliant, the District would have to follow the procedure it adopted.

Staff Recommendation

Staff recommends the Board consider **not accepting jurisdiction** for the following reasons:

1. The number of staff and financial resources needed to “accept jurisdiction” is unknown. Whether the fee structure will result in obtaining the fees or cover the District’s expenses is unknown. Funding anticipated to augment fees through state legislation is nebulous, given the lack of passage of a bonding bill in 2016 and that one may not pass in 2017. The District does not have the staff and financial resources necessary to take on this role.
2. The District is building trust in the agricultural community and taking on the role of “enforcer of the Buffer Law” jeopardizes that trust.

3. Scott County WMO is choosing not to “accept jurisdiction,” as well.
Staff Report on Review of Application for Permit
Permit #17.01: Living Hope Lutheran Church & School

Applicant: Living Hope Lutheran Church & School
Applicant’s Engineer: Ben Ford, Rehder & Associates
Date Application was Received: 02/24/2017
Date Application was Determined to be Complete: 03/01/2017
Date of this Report: 03/08/2017
Date of Board Meeting: 03/14/2017

Introduction
Living Hope Lutheran Church & School proposes to complete an expansion project that includes an addition to their existing building, reconstruction and expansion of the parking areas and driveway, and the complete reworking of onsite stormwater management features. The project will have a net increase of 0.96 acres of impervious area.

The site is within the City of Shakopee, in Scott County, MN. The project area is located within the District boundaries and is north of County Road 42, west of County Road 18 and south of Horizon Drive. The project area drains into a landlocked basin on the property, most of which is currently protected under a PLSLWD conservation easement.

Notice to Adjacent Landowners
On March 2, 2017, the District mailed a notice of the permit application and its scheduled consideration at the March 14, 2017 board meeting to landowners located within 500 feet of the proposed project.

Note to Permit Applicant
This report is not a permit. If the District Board approves the project, the applicant must then obtain a permit through the District staff.

Proposed Plan and Analysis
The proposed project entails expansion of the existing building by 11,305 ft², reconstruction and expansion of parking and driveway areas and the complete reworking of onsite stormwater management features.

The proposed project results in a total of 3.15 acres of impervious surface, a net increase of 0.96 acres, and 2.23 acres of disturbance.
General Standards: Land Disturbance (Rule C)
Land disturbance for the project will include 2.23 acres of the property. The project design includes temporary and permanent best management practices (BMPs) that fulfill the District requirements.

Stormwater Management (Rule D)
The project will increase impervious surface by a total of 0.96 acres. A new pre-treatment basin is proposed for this project that is oversized per MPCA guidelines.

Existing stormwater management infrastructure on the property includes two basins to the southeast of the church building and one to the northwest. The larger, southernmost basin was constructed under PLSLWD Permit #1996.14 and was intended to serve a section of County Road 18. The northern, smaller basin to the south of the parking lot was constructed under PLSLWD Permit #2002.01 and was intended to serve runoff from Living Hope Lutheran Church. In addition, the topography of the west-central portion of the property acts as a landlocked basin, much of which is protected with a PLSLWD conservation easement.

The proposed permit project includes filling in the two basins to the southeast of the church building and partially impacting to the landlocked basin to accommodate the building and parking expansions. The stormwater management plan includes rerouting stormwater to a new pre-treatment basin that eventually discharges to the landlocked basin and infiltrates. Collectively, the pre-treatment basin along with the existing northwest basin and the landlocked basin satisfy the District’s rate, water quality and volume control standards.

Note: While the pre-treatment basin satisfies District Rules and is oversized per MPCA guidelines, its design provides limited capture of fine particles. The landowner may want to consider using the existing basin at the southern tip of the property for pre-treatment, allowing fine particles to settle out, before sending the stormwater to the pre-treatment basin.

Erosion and Sediment Control (Rule E)
A Stormwater Pollution Prevention Plan (SWPPP) will be implemented to meet NPDES requirements. An acceptable erosion control plan has been submitted including inlet protection at all existing catch-basins, delineation of proposed silt fence, seeding and blanketing of disturbed areas, and an implementation schedule.

Floodplain Alteration (Rule F)
An engineer’s report conducted by EOR determined that there is no floodplain within the project corridor.

Wetland Alteration (Rule G)
An engineer’s report conducted by EOR determined that there are no proposed permanent wetland impacts associated with this reconstruction project. The local government unit authority for the Wetland Conservation Act, the City of Shakopee, has determined that any potential wetland areas on the property are incidental due to the human history of diverting additional runoff to the site.
Watershed District Board Decision:
The application was initially received on February 24, 2017 and determined to be complete on March 1, 2017. To meet the procedural requirements of Rule B and Minnesota Statutes Section 15.99 regarding time deadlines for Board action, the Board must make a decision to either:

1) approve or deny the permit application by April 30, 2017
-or-
2) provide written notice to the applicant of an extension of the 60-day period and state the reasons for the extension and its anticipated length, which may not exceed 60 days unless approved by the applicant.

Options for Action:
1. Approve the application subject to the conditions noted herein.
2. Table the item until a future specified date, and provide the applicant with direction on the issues that have been discussed.
3. Deny the application, stating the reasons for the denial.
4. Other specific actions as directed by the Board of Managers.

Staff Recommendation:
District staff recommends Option 1, that the project be approved subject to the application submitted, the supplemental information submitted by the applicant’s engineer, and with the conditions noted below.

Action Required:
A motion authorizing PLSLWD staff to issue a permit, subject to the following conditions:

1. The permittee shall obtain all other required permits and approvals.
2. A security deposit (surety) will be required from the contractor in the amount of $1,000 per acre of disturbed area.
3. The permittee shall provide quantification of landlocked basin fill below the Muhlenhardt Road EOF and revised Grading Plan providing 1:1 compensatory storage. Compensatory storage shall be exclusive of proposed pre-treatment basin storage.
4. The permittee shall provide a revised Pre-Treatment Basin outlet design affording skimming of debris and floatables and revised design to better address capture of fine particles.
5. The permittee shall provide a copy of approval by Scott County for filling the County’s existing NURP pond and abandonment of Drainage Easement Document No. 392839.
6. The permittee will provide contact information for the responsible erosion control contractor prior to initiating work. The District shall be notified after erosion control is installed but prior to start of construction.
7. The permittee shall submit an Easement Amendment Request to the District for Conservation Easement A569827 within 30 days. This request must be accepted by the Board prior to construction. The easement amendment must be recorded within four months of the permit issuance.
8. The permittee shall prepare, execute, and provide to the District for recording a Declaration for Maintenance of Stormwater Management Facilities for proposed
stormwater features (including landlocked basin) in a form that is acceptable to the District.

9. The permittee shall supply the District with an as-built survey within 35 days of completion of the initial installation. The District shall review this survey as a part of the certificate of completion for the project.
DISCLAIMER: This information is to be used for reference purposes only. PLSLWD does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation. A survey should be completed if an exact boundary location is needed.
WORKSHOP MEETING MINUTES
Tuesday, February 14, 2017

Prior Lake City Hall

Members Present: Curt Hennes, Woody Spitzmueller, Charlie Howley, Fred Corrigan & Marianne Breitbach

Staff Present: Diane Lynch, District Administrator and Maggie Karschnia, Project Manager

Others Present: Annette Thompson, PL City Councilor; Dave Beer, County Commissioner; Jim Fitzsimmons, SWCD Supervisor; Troy Kuphal, SWCD staff; Carl Almer, District Engineer and Pete Young, City Staff

The meeting was called to order by Curt Hennes, Board President, at 4:08 p.m.

Meeting with New County Commissioner, Dave Beer
Administrator Lynch reviewed a PowerPoint presentation and then Chair Corrigan invited questions and comments.

SWCD Contract Results and 2017 Cost Share Docket
Troy Kuphal review the results of their contract with the District in 2016. Manager Breitbach inquired if there were any new cost share techniques. Mr. Kuphal responded “no.” Chair Corrigan asked where the District should focus its efforts. Mr. Kuphal responded that promoting and supporting the Lake Friendly Farmer certification program will help focus the Cost Share Program.

Board Priorities
Chair Corrigan reviewed his draft.

The meeting adjourned at 5:55 p.m.

____________________________
Charlie Howley, Secretary
Members Present: Curt Hennes, Charlie Howley, Marianne Breitbach, Fred Corrigan & Woody Spitzmueller

Staff & Consultants Present: Diane Lynch, District Administrator
Maggie Karschnia, Water Resources Project Manager
Jaime Rockney, Water Resources Specialist
Amy Tucci, Administrative Assistant
Kathryn Keller-Miller, Water Resources Specialist
Carl Almer, EOR

Others Present: Steve Pany, CAC
Troy Kuphal, Scott County SWCD
Kris Guentzel, Houston Engineering
Nancy Stowe, Houston Engineering

▪ CALL TO ORDER/PLEDGE OF ALLEGIANCE: Meeting called to order by President Corrigan at 6:05 PM.

▪ 2.0 PUBLIC COMMENT:
Steve Pany, Citizens Advisory Committee Chair, gave a presentation on how citizens can get more involved in keeping our lakes clean. Contact information was provided to encourage residents to become a part of the CAC.

▪ 3.0 APPROVAL OF AGENDA:
Manager Breitbach moved to approve the agenda. Second by Manager Spitzmueller. All ayes. Motion passed 5-0.

OTHER OLD/NEW BUSINESS

▪ 4.1 ANNUAL COST SHARE DOCKET:
Manager Hennes moved to approve the Cost Share Docket that had been presented by Troy Kuphal, Scott County SWCD during the workshop. Second by Manager Spitzmueller. All ayes. Motion passed 5-0.

▪ 4.2 PROGRAMS & PROJECTS UPDATE:
Staff gave verbal updates on current and future projects and activities.
▪ **4.3 WATER RESOURCES PUBLIC OUTREACH**
Kris Guentzel & Nancy Stowe, Houston Engineering, presented on a draft “report card” format of providing water quality information for each lake within the District. The information would be used as an educational/information flyer. A couple options were shared. This was an initial discussion item and no vote was taken.

▪ **4.4 MANAGER PRESENTATIONS**
Board of Managers gave brief comments about different liaison meetings they have attended in the last month.

▪ **4.5 RAYMOND PARK: CITY AGREEMENT**
Kathryn Keller-Miller presented on this project and agreement with the City of Prior Lake. After some discussion and questions from the Board, staff was directed to bring back to next meeting.

▪ **4.6 STAFF SALARY STRUCTURE CONSULTING**
The Board reviewed two different proposals (Noah & Associates and Keystone Compensation Group), providing service for updating the District’s compensation guidelines. Manager Breitbach moved to approve Noah & Associates. Second by Manager Hennes. All ayes. Motion passed 5-0.

▪ **5.0 CONSENT AGENDA**
Manager Hennes moved to approve the consent agenda. Second by Manager Spitzmueller. All ayes. Motion passed 5-0.

▪ **6.1 CLAIMS LIST**
Manager Spitzmueller moved to approve the claims list. Second by Manager Breitbach. All ayes. Motion passed 5-0.

▪ **6.2 & 6.3 CASH & INVESTMENTS/FINANCIAL REPORT**
Woody Spitzmueller gave an overview of the District’s cash position & spending.

▪ **6.4 MOA FUND TRANSFER**
Manager Hennes moved to approve the transfer of funds outlined in Chris Schadow’s request. Second by Manager Spitzmueller. All ayes. Motion passed 5-0.

▪ **7.0 UPCOMING MEETINGS/EVENTS**
  o CAC MEETING, 6:30-8:00 PM, THURSDAY, FEBRUARY 23RD.

**ADJOURNMENT**
Manager Hennes moved to adjourn meeting. Second by Manager Spitzmueller. Meeting adjourned at 8:25 PM.

___________________________
Charlie Howley, Secretary
SPECIAL MEETING MINUTES
Tuesday, January 31, 2017

Prior Lake City Hall

Members Present: Curt Hennes, Woody Spitzmueller & Marianne Breitbach

Staff Present: Diane Lynch, District Administrator

Others Present: None

The meeting was called to order by Vice Chair Marianne Breitbach at 3:00 p.m.

Conservation Practice Contracts
Administrator Lynch reviewed the two conservation contracts—one with the SMSC and one with Prior Lake—as part of the Arctic Lake grant project. Manager Hennes moved and Manager Spitzmueller seconded a motion to approve the contracts. The motion passed.

Vice Chair Breitbach made a motion to adjourn the Special Meeting. Manager Hennes seconded the motion. The motion passed.

The meeting was adjourned at 3:15 p.m.

Charlie Howley, Secretary
Prior Lake-Spring Lake Watershed District
Citizen Advisory Committee

Thursday February 23, 2016
6:30 p.m.
Prior Lake City Hall

Our mission is to manage and preserve the water resources of the Prior Lake-Spring Lake Watershed District to the best of our ability using input from our communities, sound engineering practices, and our ability to efficiently fund beneficial projects which transcend political jurisdictions.

The Prior Lake-Spring Lake Watershed District Citizen Advisory Committee (CAC) consists of residents who provide input and recommendations to the Board on projects, reports, prioritization and act as the primary interface for the Board to address the current issues of concern of the local citizens

CAC Members present: Steve Pany, Kim Silvernagle, Jim Weninger and Jody See
Others present: Marianne Breitbach; Curt Hennes and Diane Lynch

I. Meeting called to order at 6:32 pm
II. Agenda additions: approval of agenda and minutes of December and January meetings
III. Watershed District Projects updates/Discussion topics

I. Watershed District Projects update / Discussion topics/Additions:
   1. Diane- answers to last month’s questions:
      a. Lake associations and the District are tax-exempt, so they can take donations
      b. Fish – walleye are being stocked in the lakes every other year, and this is the year to stock Spring Lake. The Big Mouth Buffalo fish is in the MN River, not in lakes
      c. Meeting minutes will also be placed on the website. Diane asked if the Board video links should be on all year. A few members felt that 3 months of links would be sufficient.
   2. Jim noticed that during the Spring Lake seining, several Stripped Base showed up and were returned to the lake. Diane indicated that they are not listed in the DNR’s Lake Finder. Marianne indicated that the bass may have come in from another lake or someone’s minnow bucket, since they are not native. Jim will check with DNR to see if they have a class for this type of fish as well as other questions Marianne posed.
   3. Diane indicated that updating the Operating and Maintenance Manual for the PL Outlet was recommended in the Flood Study. Jim asked if the Spring Lake weir should have an operations plan, like the Outlet Structure. Diane agreed it was a good point.
      a. Diane further explained that the option to put a permanent control structure on the weir was considered in the Flood Study, but was not viable because the DNR requires all the shoreland property owners to agree. For a temporary situation, the District has to work with the County on putting up planks, if needed. She will check with the County and the City about writing up an emergency plan.
      b. Jodi asked where do the storm sewers drain? Diane thought that the City would have that information for both Spring and Prior Lake. She mentioned that the Minneapolis Water Management Organization (MWMO) mapped a portion of the City so that citizens can see drains on an interactive map.
4. Jim wanted to know about the status of a sediment core sampling on Spring Lake to see if another alum treatment was needed. Diane indicated that Barr completed one last year and recommended that one was not needed in 2017. The District will do another sample this year.

5. Jim indicated that if the current conditions continue, the Spring Lake Outlet could stop flowing. That could be early in the year, without heavy spring rains and could result in a lot of algae. He was unsure of its relationship to an algae treatment. Curt indicated it has been 4-5 years since the creek has stopped running, and when it does, it seems that more algae is a problem.

6. Carp seining results Spring Lake.
   a. Very successful! Estimated ½ the carp in Spring Lake removed. There are a lot of carp near the Spring Lake Demonstration area, but they are inaccessible due to lack of ice.
   b. Upper Prior Lake seining-fishermen cut a hole and they scattered to Mud Bay. Commercial fishermen will not sein in that area because of the chance to tear their nets.

7. Curly Leaf Pondweed in Upper Prior Lake. Treat or not treat?
   a. Due to the lack of plants in the lake, it may be better to not treat the lake. The District’s engineer will provide feedback to the Board.

8. Carp contest fundraising.
   a. Marianne spoke to Thane and he is interested in hosting an evening seine, the same night as Cedar Lake’s, which is the weekend (Friday) after fishing opener. The District intends to only provide prize money.

9. Clean Water Clean-Up April 23
   a. The CAC will pick up the donations.

10. Raymond Park project
    a. The District is working with Great River Greening again for shoreline restoration. A grant was obtained to help with this project. Jim knows the name of the person(s) that may have some ownership to land in the area. He will provide this information to Diane.

    a. Liz and Jody met this week and went through the plan. Applications have been updated. Diane recommended including a map of the watershed so people can assess if they are in or outside of it. Diane has the date of the Scene April newsletter cutoff. How much to give as awards this year? Last year used $1935 out of a $3,000, but this year we will reduce the staff time since prototypes are already done. Consideration is to do up to 4 awards of $500 each. If a smaller project came in that didn’t warrant high payout, an honorable mention award could be considered. Members approved this plan.

12. Carp barriers existing and future ones –
    a. One on Artic Lake, and 12/17 Wetland (3.) Steve asked if one could be put on Fish Lake. Diane will talk to Maggie about it. There will be a temporary barrier placed at the Desiltation Pond. Temporary barriers do not need any maintenance. Maggie is working on a new proposal that may result in a comprehensive plan for barriers.

13. Outlet Channel – Summary of repairs since 2014 flood
    a. Took care of downed trees, culverts repaired, sediment removal is a bit more challenging and on hold until frost comes back. Bank erosion repair design work is underway. Have until 7/21/2018, or we lose the help from the Homeland support to navigate FEMA.

14. Water storage possibility near ferric chloride station. –
    a. Table to next meeting.

15. Feedback: review of CAC bylaws. –
    a. Please continue to review.

16. Next meeting March 30th.

The meeting adjourned at 8:00 p.m.
MEMORANDUM

TO: BOARD OF MANAGERS
FROM: DIANE LYNCH
SUBJECT: CITY OF PRIOR LAKE’S PHONE SYSTEM
DATE: MARCH 14, 2017

HISTORY
The City of Prior Lake is upgrading its phone system and would like the District to pay for upgrading its phones to the new Mitel system. The system will include the District as a MiCollab Client and will include 7 phones—5 for permanent staff and 2 for interns. All of the phones will be extensions.

Staff Recommendation
Staff recommends the Board approved the funding.
Managers will consider approving this claims list - Staff payroll and Manager per diems have already been paid via ADP.

After the managers vote, two Managers will sign checks within three days of the meeting for approve claims.

Then, staff will US mail checks (written on the Klein Bank) to the claims list parties.

Staff will request that all vendors provide information on their invoices to fit into the categories below.

### UPDATED 3/09/2017

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<th>Vendor</th>
<th>Invoice</th>
<th>Description</th>
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X_________________________________________ X_______________________________________
## Prior Lake – Spring Lake Watershed District

**PLSLWD Financial Report**  
January 1, 2016 Through December 31, 2016  
**Final - With all yearend payables and other adjustments**

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<tr>
<th>Watershed District Activities</th>
<th>Annual Budget</th>
<th>Budget Adjustment</th>
<th>YTD Paid Expenses</th>
<th>Percent Spent</th>
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<td>Common costs allocable to projects</td>
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<td></td>
<td>1,189,505</td>
<td>102%</td>
</tr>
</tbody>
</table>

| JPA/MOA Expenses                             | 825,338       |                   | 238,347           | 29%           |
| Less budgeted FEMA grant                     | (450,000)     |                   | (107,395)         |               |
| **Total organization budget**                | 1,545,838     |                   | 1,320,457         | 85%           |

No assurance is provided on these statements.