

**RILEY-PURGATORY-BLUFF CREEK WATERSHED DISTRICT
COST-SHARE PROGRAM**

**Cost-Share Agreement between
Riley-Purgatory-Bluff Creek Watershed District, Zachary Gleason,
and Hackamore Brewing Company**

LOCATION: Hackamore Brewing Company, 18651 Lake Drive East, Chanhassen
PID: 1811622210005 (in part)

This agreement, for support of water resource protection and education through the Riley Purgatory Bluff Creek Watershed District cost-share program, is entered into by and among the Riley-Purgatory-Bluff Creek Watershed District, a public body with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D (RPBCWD); Zachary Gleason, an individual; and Hackamore Brewing Company, a private Minnesota limited liability company of which Zachary Gleason is President and CEO and principal shareholder. Zachary Gleason is lessee of Building G Suite 18671, a portion of the property identified by Hennepin County property identification number above at 18651 Lake Drive East, Chanhassen, Hennepin County (the Site). Zachary Gleason and Hackamore Brewing Company are referred to together herein as “the Partners,” and Zachary Gleason and Hackamore Brewing Company are jointly and severally liable to RPBCWD for performance of all obligations of the Partners under this agreement.

The agreement is entered into for purposes of construction and maintenance on the Site of a pervious-paver patio and planting and establishment of native vegetation that will serve as water-quality best management practices (the Project). RPBCWD has determined the amount of funding that it will contribute to the Project on the basis of the water-quality improvement, public education and stewardship demonstration benefits that will be realized.

RPBCWD commits to reimburse the Partners in accordance with the terms and on satisfaction of the conditions of this agreement.

1. Scope of Work

The Partners will construct a pervious-paver patio and plant and establish native vegetation on the Site in accordance with the site plan, design and budget attached to and incorporated into this agreement as Exhibit A (the Project). The Partners will submit to the RPBCWD at least one report that includes a narrative describing the construction of the Project, a description of and receipts documenting eligible costs incurred including in-kind contributions, a description of any changes made or expected to the Project and photographs documenting construction (Project Report). A final Project Report must be submitted to the RPBCWD within 30 days of the completion of construction.

2. Reimbursement

On receipt and approval of a Project Report and confirmation by RPBCWD after inspection that the Project is complete, functional and conforming to Exhibit A, RPBCWD will reimburse the

Partners 75 percent of the Partners' eligible costs to design and construct the Project. Reimbursement under this agreement will not exceed a total of \$34,176.00.

RPBCWD has determined that partial performance of obligations under section 1 of this agreement may confer no or limited benefit on RPBCWD. As a result, if construction of the Project is not completed in material conformance with the approved plans and specifications within one year of the date this agreement is fully executed, subject to delays outside of the Partners' control, RPBCWD will not be obligated to provide reimbursement to the Partners under this agreement and may declare this agreement rescinded and no longer of effect. Notwithstanding, the parties will consult before RPBCWD elects to deny reimbursement or rescind the agreement.

Further, absent RPBCWD's written concurrence in an extension of a timeframe established in this agreement, RPBCWD's commitment to provide reimbursement will be void after the passage of any deadline for action on the part of the Partners stated herein.

3. Right to Construct and Provide Access

The Partners represent and warrant that their leasehold rights to access and use the Site extend to and include the rights necessary to construct and maintain the Project in accordance with this agreement generally and paragraphs 1 and 4 specifically, as well as the right to provide access to RPBCWD representatives and the public as required herein.

The Partners will permit RPBCWD representatives to enter the Site at reasonable times to inspect the work, ensure compliance with this agreement and monitor or take samples for the purposes of assessing the construction or performance of the Project and compliance with the terms of this agreement. If RPBCWD finds that an obligation under this agreement is not being met, it will provide 30 days' written notice and opportunity to cure, and thereafter may declare this agreement void. The Partners will reimburse RPBCWD all costs incurred in the exercise of this authority, including reasonable engineering, legal and other contract costs.

The Partners will cooperate with RPBCWD in allowing members of the public periodically to enter the Site to view the Project in the company of a RPBCWD representative. This paragraph does not create any right of public entry onto the Site except as specifically provided for and agreed to herein.

4. Maintenance

The Partners will maintain the Project for a minimum of 10 years from the date construction is complete in accordance with the maintenance plan attached as Exhibit B (Maintenance Plan). If the Partners fail to maintain the Project, the RPBCWD will have a right of reimbursement of all amounts paid to the Partners, unless RPBCWD determines that the failure to maintain the Project was caused by reasons beyond the Partners' control, except that in the event the Partners' leasehold interest in the Site is terminated in any manner or modified in any manner that precludes the Partners' ability to maintain the Project in accordance with the terms of this agreement generally and this paragraph 4 specifically, the Partners will reimburse RPBCWD a

portion of the funding provided under paragraph 2 above equal to the total funding RPBCWD provided, times the remaining number of years of maintenance required under this paragraph 4 above, times 10 percent.

5. Regulatory-Use Recovery

The Partners may utilize demonstrated available capacity of the Project to provide stormwater-management or other resource-protection or -improvement performance for purposes of compliance with RPBCWD regulatory requirements applicable to future proposed land-disturbing activities on the Site. In the event of regulatory approval of such use, however, the Partners will reimburse RPBCWD a portion of the funding provided by operation of paragraph 2 above equal to the total funding RPBCWD provided, times the remaining number of years of maintenance required under paragraph 4 above, times 10 percent.

6. Acknowledgment and Publicity

Any publicly distributed or displayed printed or electronic documents or other text display regarding the Project will properly acknowledge the funding provided by the RPBCWD. The Partners will cooperate with the RPBCWD to seek publicity and media coverage of the Project. The Partners will permit the RPBCWD, at its cost and discretion, to place reasonable signage on the Site informing the general public about the Project and the RPBCWD's cost-share program.

7. No Relation Between RPBCWD and the Partners

RPBCWD's role under this agreement is solely to provide funds to support the performance of voluntary work by the Partners that furthers the purposes of the RPBCWD. The Partners act independently and select the means, method and manner of constructing the Project. Neither Zachary Gleason nor Hackamore Brewing Company LLC is the agent, representative, employee or contractor of RPBCWD.

8. Effective Date; Termination; Survival of Obligations

This agreement is effective when fully executed by all parties and expires three years thereafter. All obligations that have come into being before termination, specifically including obligations under paragraphs 3, 4 and 5, and Exhibit B will survive expiration.

9. Subcontract and Assignment

The Partners will not assign, subcontract or transfer any obligation, right or interest in this agreement or the Project without the written consent of the RPBCWD. Written consent to any subcontract, assignment or transfer will not relieve the Partners of responsibility to perform under this agreement.

10. Indemnification

The Partners will indemnify, defend and hold harmless the RPBCWD, its officers, board members, employees and agents from any and all actions, costs, damages and liabilities of any nature to the degree that they are the result of the Partners', a subcontractor's or an assignee's negligence or the result of other action or inaction by the Partners, a subcontractor or an assignee that is the basis for the Partners', the subcontractor's or the assignee's liability in law or equity.

11. Compliance With Laws

The Partners are responsible to secure all permits and comply with all other legal requirements applicable to the construction and maintenance of the Project.

12. Notices

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

To RPBCWD:

Liz Forbes, Communications Manager
Riley Purgatory Bluff Creek Watershed District
18681 Lake Drive East
Chanhassen, MN 55317
Lforbes@rpbcwd.org

The Partners:

Zachary Gleason
18651 Lake Drive East
Chanhassen, MN 55317
zac@hackamorebrewing.com

Hackamore Brewing Company
18651 Lake Drive East
Chanhassen, MN 55317
zac@hackamorebrewing.com
763-381-4384

13. Waiver

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

{Signature page follows.}

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

Hackamore Brewing Company LLC and Zachary Gleason

Date:
Zachary Gleason, in his individual capacity and as President and CEO of Hackamore Brewing Company LLC

Riley-Purgatory-Bluff Creek Watershed District

Date:
Terry Jeffery, its administrator

Exhibit A
Site Plan, Design and Budget

DRAFT

**Rilev-Puratory-Bluff Creek Watershed District
Stewardship Grant**

APPLICANT

Zachary (Zac) Gleason - business owner
18651 Lake Dr E
Chanhassen

PROJECT TYPE/NAME

Pervious paver patio (900 sq ft) and native plants

Project Estimate

VENDOR	ITEM DESCRIPTION	QUANTITY	PRICE/ITEM	COST
PERMEABLE PAVER PATIO MATERIALS AND INSTALLATION				
RH	Pavers: Techno Bloc Blu 60 [1,078 SF]	1186	\$ 8.95	\$ 10,614.70
RH	Permeable base material for pavers (cubic yards?)	52	\$ 85.60	\$ 4,451.20
	LABOR - Install pavers (hours)	170	\$ 140.00	\$ 23,800.00
GOE	Drain tile: Solid corrugated 4" tile (linear feet)	80	\$ 2.25	\$ 180.00
GOE	Drain tile: Perforated corrugated 4" tile with sock (linear feet)	89	\$ 3.75	\$ 333.75
GOE	Tee connectors for 4" drain tile	3	\$ 11.00	\$ 33.00
	LABOR - Install drain tile (hours)	17	\$ 140.00	\$ 2,380.00
GOE	Rain guardian grate installed at parking lot	1	\$ 1,503.94	\$ 1,503.94
	LABOR - Rain garden grate installation (hours)	3	\$ 455.09	\$ 1,365.27
SUBTOTAL (lump sum provided: \$44,661.86)				\$ 44,661.86
Materials & labor for structural soils, tree trench, limestone, rock, mulch				
RH	Potting soil (cubic yards)	3	\$ 74.50	\$ 223.50
	LABOR - Potting soil (hours)	7	\$ 140.00	\$ 980.00
RH	3/4" buff limestone (tons)	3	\$ 49.00	\$ 147.00
	LABOR - 3/4" buff limestone (hours)	9	\$ 140.00	\$ 1,260.00
RH	Mulch: dark brown, double-shredded (cubic yards)	5	\$ 39.50	\$ 197.50
	LABOR - Mulch (hours)	8	\$ 140.00	\$ 1,120.00
RH	Garden soil (cubic yards)	60	\$ 38.00	\$ 2,280.00
	LABOR - Garden soil (hours)	35	\$ 140.00	\$ 4,900.00
RH	Clear rock (tons)	10	\$ 58.62	\$ 586.20
	LABOR - Clear rock (hours)	11	\$ 140.00	\$ 1,540.00
	Delivery, trucking	1	\$ 1,538.74	\$ 1,538.74
SUBTOTAL (lump sum provided: \$14,772.94)				\$ 14,772.94
NATIVE PLANTS AND INSTALLATION				
Bachman's	Pagoda Dogwood (Cornus alternifolia), 6' B&B	3	\$ 600.00	\$ 1,800.00
Bachman's	Showy Mountain Ash (Sorbus aucuparia), #25 cont	1	\$ 630.00	\$ 630.00
Bachman's	Blue Wild Indigo (Baptisia australis), 4-in pot	18	\$ 32.00	\$ 576.00
Bachman's	Prairie Dropseed (Sporobolus heterolepis), #1 container	109	\$ 15.70	\$ 1,711.30
	LABOR - Plant installation (hours)	30	\$ 140.00	\$ 4,200.00
SUBTOTAL (Lump sum provided: \$8,917.76)				\$ 8,917.30
OTHER (portion of project not eligible for grant cost share)				
	Mobilization and site prep of existing site	1	\$ 2,275.44	\$ 2,275.44
	Trucking & disposal of waste from site	1	\$ 7,000.00	\$ 7,000.00
	Concrete - Materials & labor	1	\$ 5,042.45	\$ 5,042.45
	Irrigation system - Materials & labor	1	\$ 4,000.00	\$ 4,000.00
Bachman's	Cascade Hops, #2 container [not native]	6	\$ 35.00	\$ 210.00
SUBTOTAL				\$ 18,527.89

PROJECT TOTAL \$ 86,879.99

Project Amount Eligible for Cost Share \$ 68,352.10

Cost Share Proposed Percent 50%

Cost Share Proposed Dollars \$ 34,176.05



Hackamore Brewing – patio project area

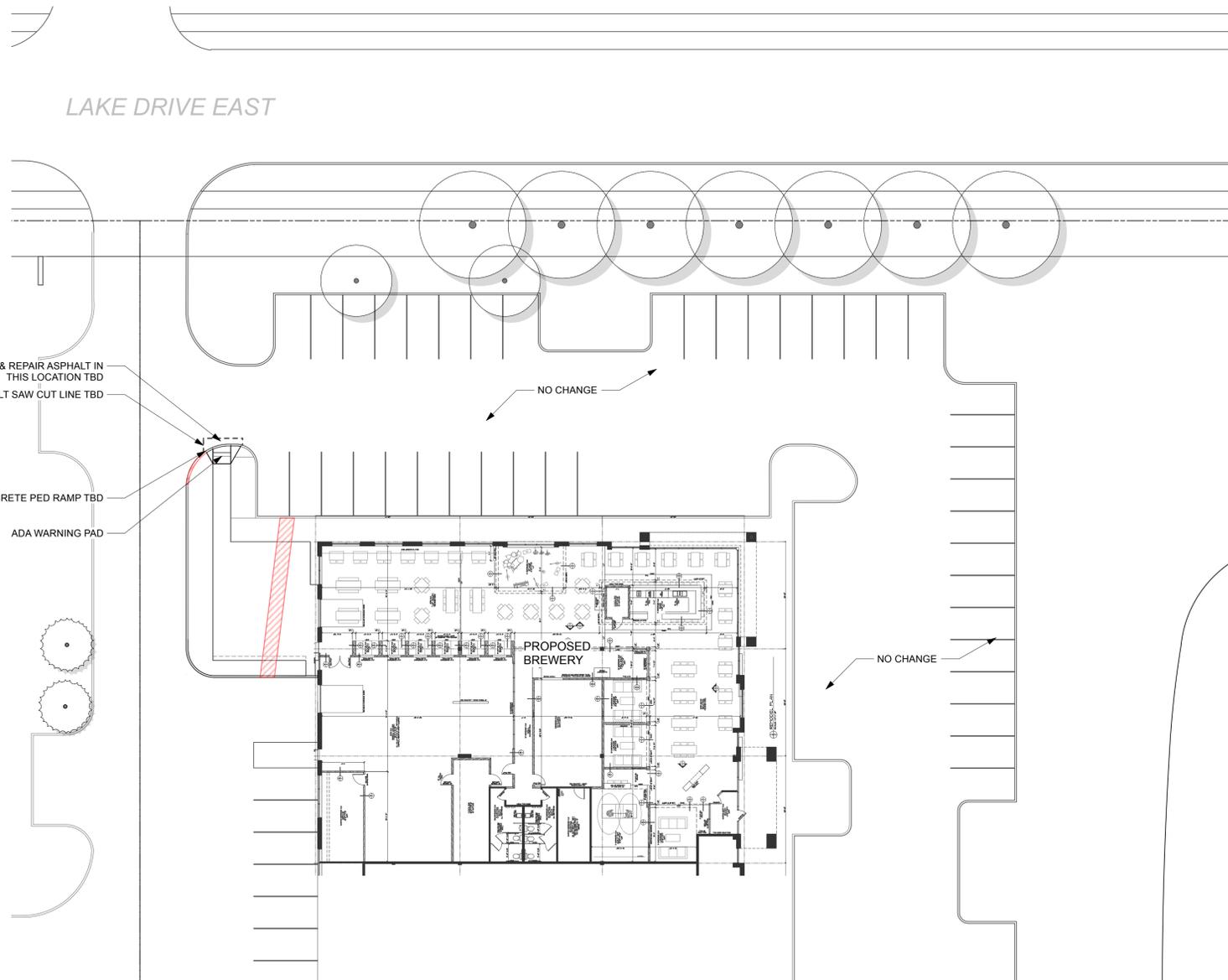


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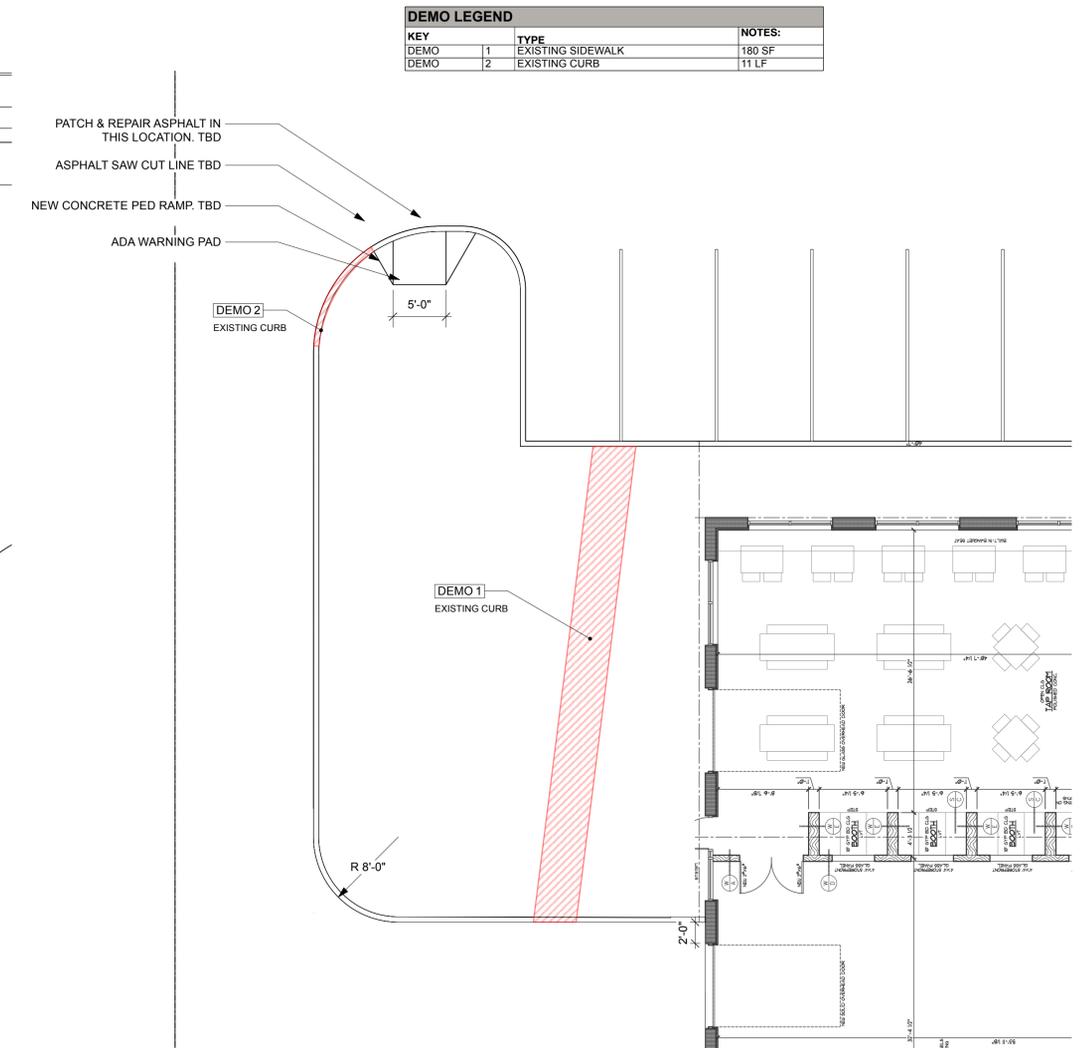
9649 HUMBOLDT AVENUE S.
BLOOMINGTON, MN 55431
OFFICE: 952.884.3336

General Notes

1. THE TERM CONTRACTOR REFERS TO ANY GENERAL CONTRACTOR, SUB CONTRACTOR OR PERSON PERFORMING WORK ON THIS JOBSITE.
2. LAYOUT & DIMENSIONS ARE A GUIDE AND SHOULD BE USED FOR GENERAL LAYOUT INFORMATION ONLY. ADJUSTMENTS MAY BE REQUIRED IN THE FIELD. CONTRACTOR TO INFORM LANDSCAPE ARCHITECT OF ANY MAJOR DEVIATIONS FROM PLAN IMMEDIATELY.
3. INSTALL ALL SITE PROTECTION, SAFETY, AND TRAFFIC MEASURES BEFORE COMMENCING CONSTRUCTION. CONSTRUCTION AREA TO BE KEPT IN A NEAT AND ORDERLY FASHION DURING THE COURSE OF WORK. STREET SHALL BE SWEEPED DAILY TO REMOVE ANY DEBRIS OR REFUSE.
4. CURB AND GUTTER PROFILE TO MATCH EXISTING. PED RAMP, CURB CUT, AND TACTILE WARNING STRIP SHALL BE INSTALLED ACCORDING TO CITY OF CHANHASSEN STANDARD DETAIL.
5. TEMPORARY BIKE RACK SHALL BE A SINGLE PIECE OF CONSTRUCTION AND HAVE THE ABILITY TO BE REMOVED DURING WINTER SNOW REMOVAL OPERATIONS.
6. ALL TREES TO BE REMOVED SHALL BE DEMOLISHED AND COMPLETELY REMOVED FROM SITE. STUMPS SHALL BE GROUND TO A MINIMUM OF 6" BELOW FINISHED GRADE. REPLACE REMOVED TREES AS NECESSARY AS DIRECTED BY CITY FORESTER.
7. SEED DENUDED AREAS WITH APPROPRIATE TURF GRASS SEED MIX & PENN MULCH. PROVIDE 2" THICKNESS OF FRESH TOPSOIL AS NECESSARY FOR FINISH GRADING IN DENUDED AREAS.
8. CONTRACTOR IS RESPONSIBLE FOR PATCHING AND REPAIRING ANY EXISTING IRRIGATION SYSTEM, INCLUDING RELOCATION OF SPRAY HEADS, MAIN AND SUPPLY LINES, AND DRIP LINES. NEW LOCATIONS OF HEADS SHALL BE MARKED WITH FLAGS AT THE CONCLUSION OF THE PROJECT.
9. TOTAL SF OF DISTURBANCE = 2443 SF



1 SITE PLAN
Scale: 1" = 20'-0"



DEMO LEGEND		
KEY	TYPE	NOTES:
DEMO 1	EXISTING SIDEWALK	180 SF
DEMO 2	EXISTING CURB	11 LF

2 WORK AREA ENLARGEMENT
Scale: 1/8" = 1'-0"



HACKAMORE
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18671 LAKE DRIVE E
CHANHASSEN, MN 55317

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Client Authorization

Existing Conditions & Removals

NAME: DAN NIPSTAD

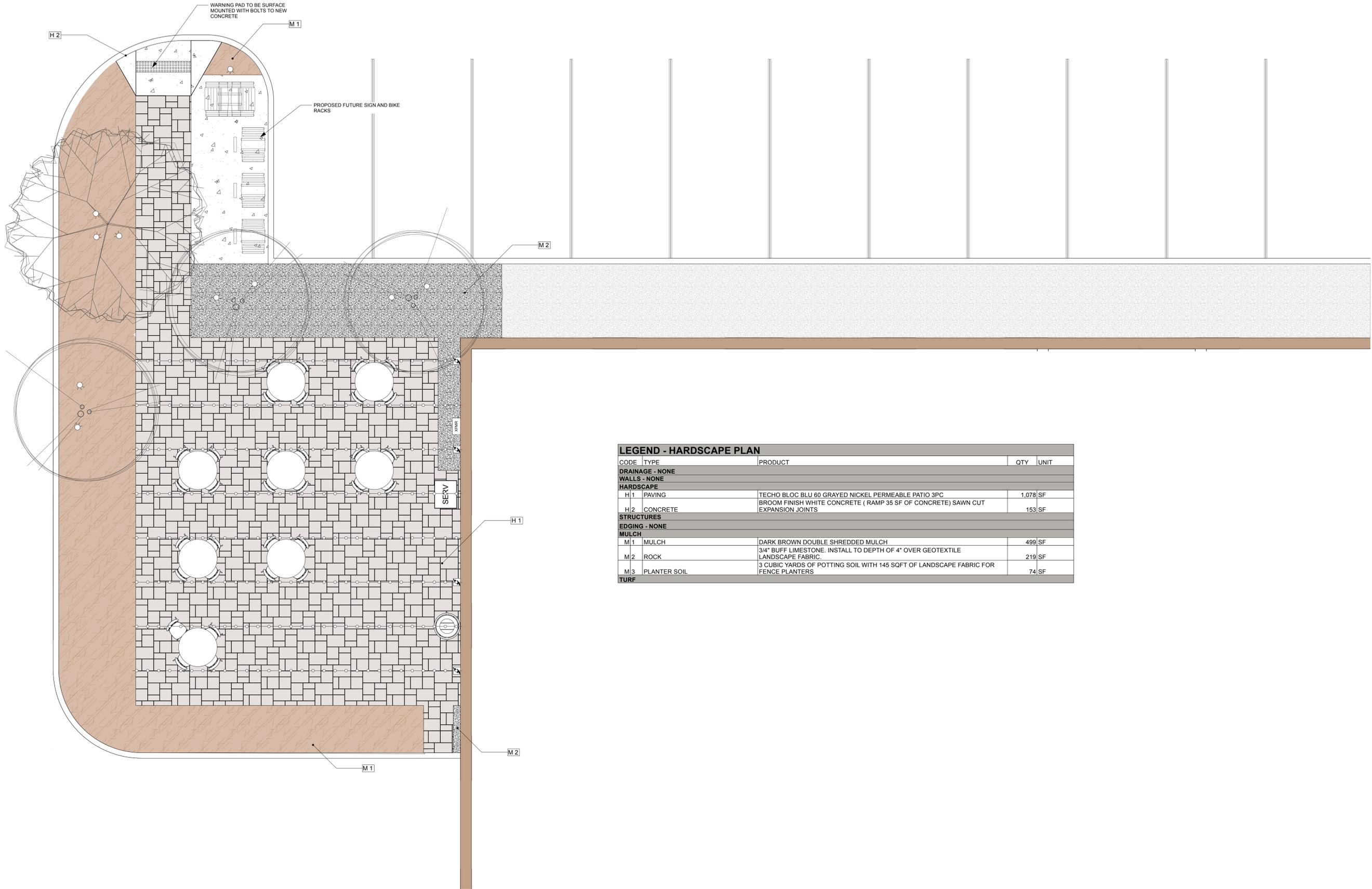
DATE: 07/20/2023

SHEET NUMBER: **L0.1**



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LEGEND - HARDSCAPE PLAN

CODE	TYPE	PRODUCT	QTY	UNIT
DRAINAGE - NONE				
WALLS - NONE				
HARDSCAPE				
H 1	PAVING	TECHO BLOC BLU 60 GRAYED NICKEL PERMEABLE PATIO 3PC	1,078	SF
H 2	CONCRETE	BROOM FINISH WHITE CONCRETE (RAMP 35 SF OF CONCRETE) SAWN CUT EXPANSION JOINTS	153	SF
STRUCTURES				
EDGING - NONE				
MULCH				
M 1	MULCH	DARK BROWN DOUBLE SHREDDED MULCH	499	SF
M 2	ROCK	3/4" BUFF LIMESTONE. INSTALL TO DEPTH OF 4" OVER GEOTEXTILE LANDSCAPE FABRIC.	219	SF
M 3	PLANTER SOIL	3 CUBIC YARDS OF POTTING SOIL WITH 145 SQFT OF LANDSCAPE FABRIC FOR FENCE PLANTERS	74	SF
TURF				

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Client Authorization

Hardscape Plan

NAME: DAN NIPSTAD

DATE: 07/20/2023

SHEET NUMBER:

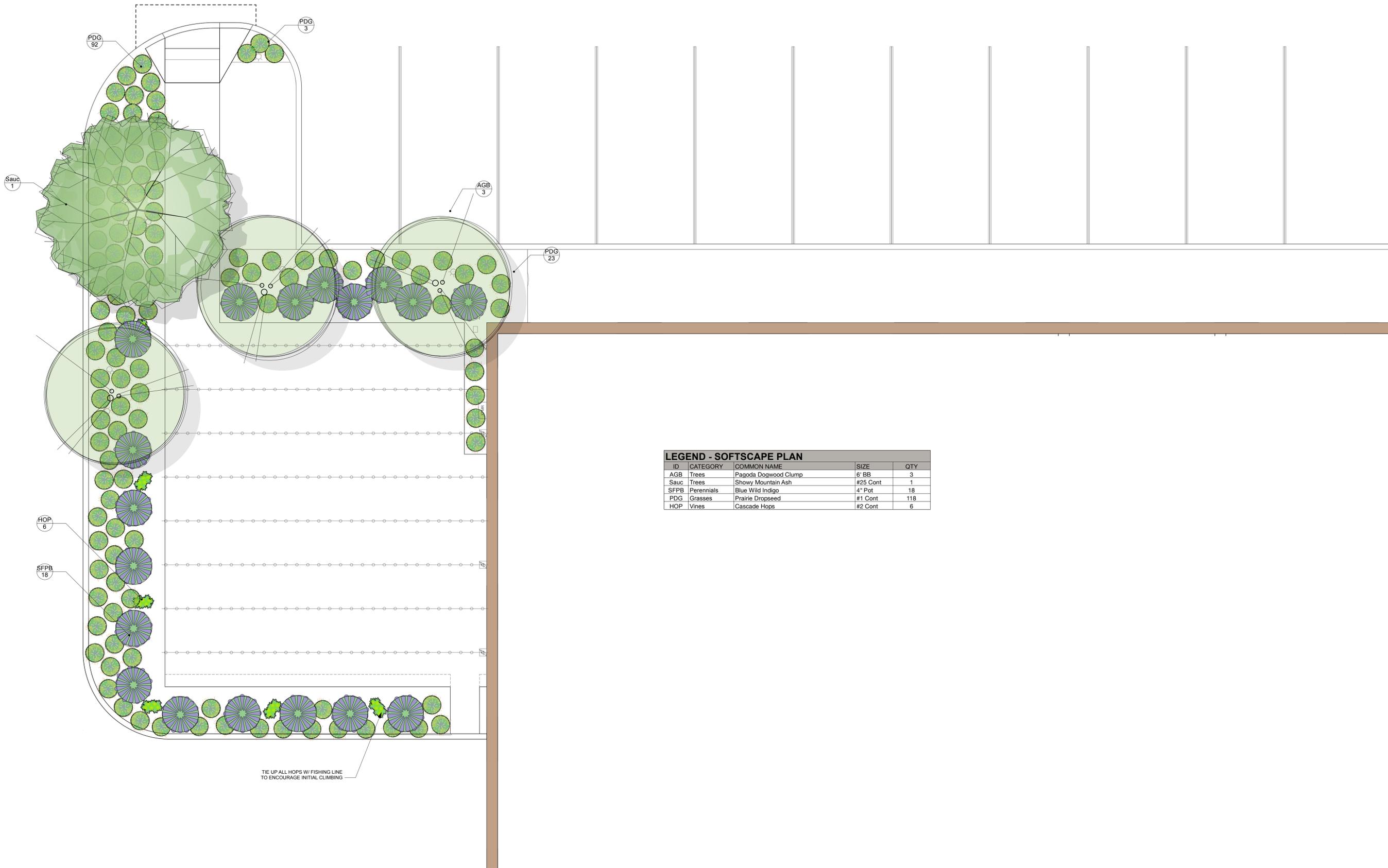
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LEGEND - SOFTSCAPE PLAN				
ID	CATEGORY	COMMON NAME	SIZE	QTY
AGB	Trees	Pagoda Dogwood Clump	6' BB	3
Sauc	Trees	Showy Mountain Ash	#25 Cont	1
SFPB	Perennials	Blue Wild Indigo	4" Pot	18
PDG	Grasses	Prairie Dropseed	#1 Cont	118
HOP	Vines	Cascade Hops	#2 Cont	6

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Client Authorization

Softscape Plan

NAME: DAN NIPSTAD

DATE: 07/20/2023

SHEET NUMBER:

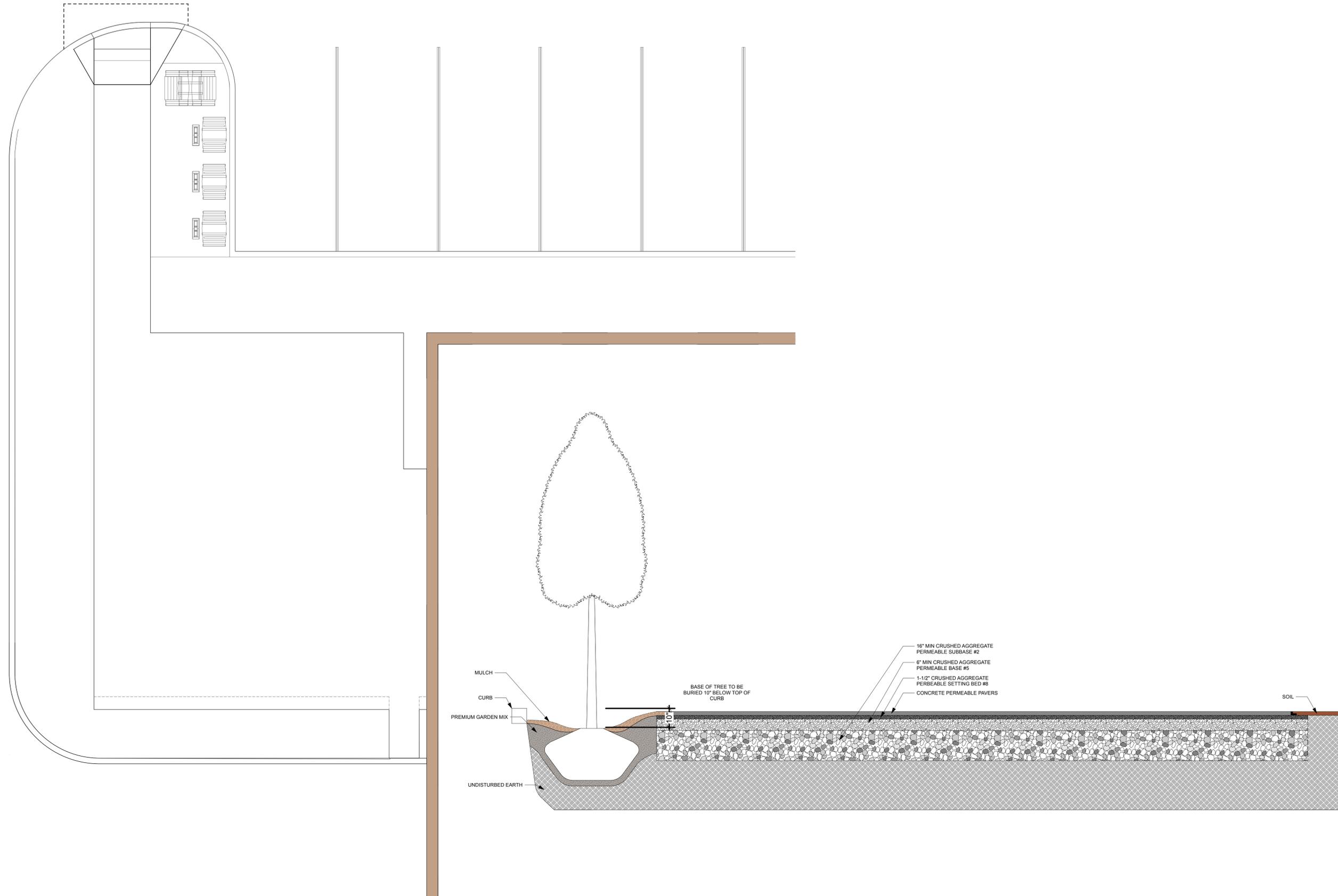
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Client Authorization

Drainage Plan

NAME: DAN NIPSTAD

DATE: 07/20/2023

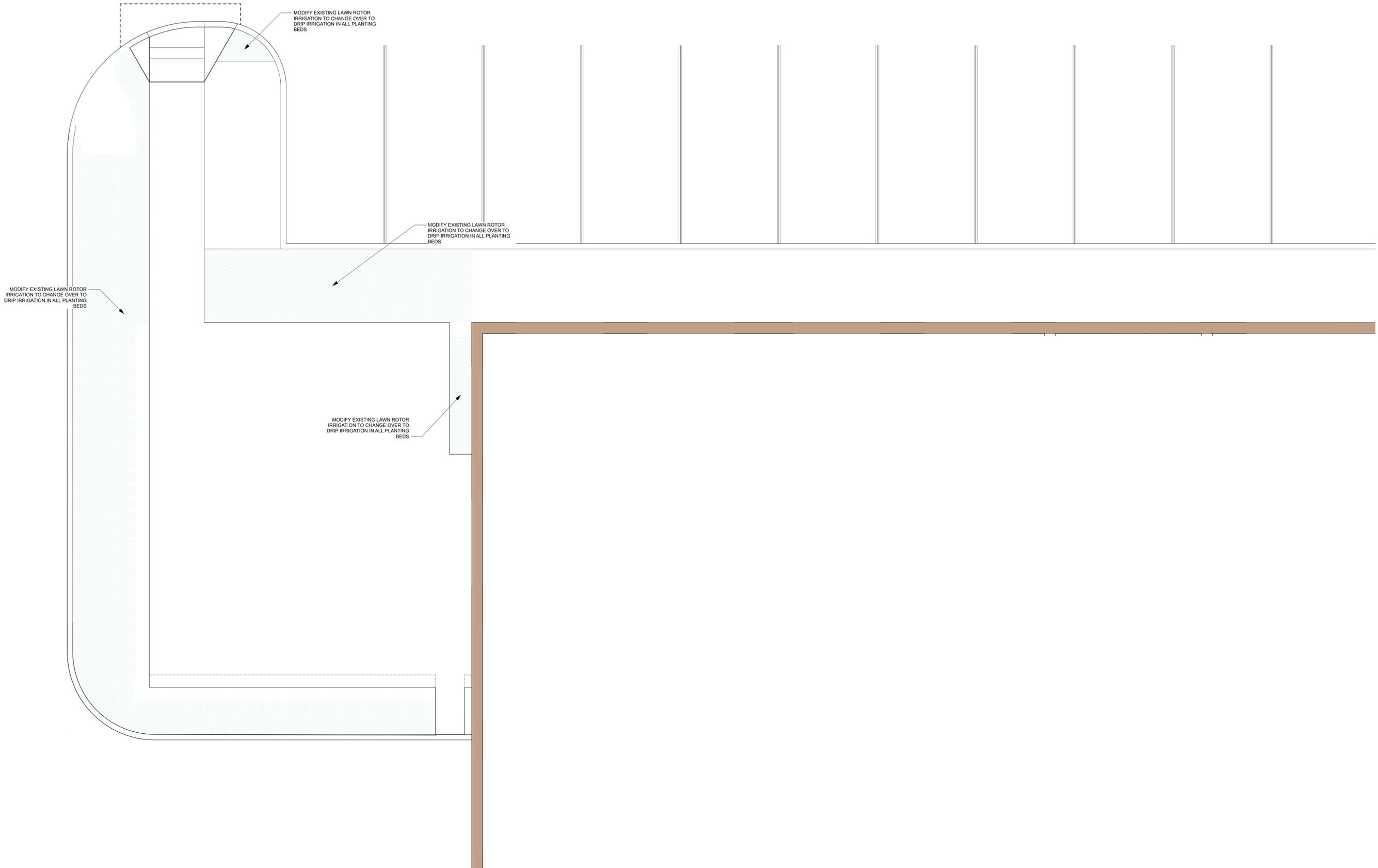
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Client Authorization

Irrigation Plan

NAME: DAN NIPSTAD

DATE: 07/20/2023

SHEET NUMBER:

L5



Exhibit B

Maintenance Plan

Stormwater Management Facilities. Stormwater management facilities described in the site plan and design plans and specifications attached as Exhibit A to the agreement must be maintained as follows:

- a. Pervious pavers and pervious concrete. Pervious pavers and concrete will be inspected at least once each year after a major storm and otherwise annually; surface openings will be vacuumed in dry weather to remove dry, encrusted sediment as necessary; and broken units that impair the structural integrity of the surface will be replaced. If water stands for an extended period of time, base materials will be removed and replaced. Rock infiltration area will be inspected at least once each year after a major storm and otherwise annually. Accumulated sediment and debris will be removed as necessary so that the infiltration area continues to operate as designed.

Native Planting. Native planting areas described in the landscape plan attached as Exhibit A to the agreement must be maintained as follows:

- a. The native planting will be maintained with monthly weed control including weed whipping, mowing, and hand-pulling. Herbicide will be used sparingly and applied per label directions.
- b. No pesticides, including insecticide sprays to kill mosquitos, will be applied to native plantings.
- c. Dead or unhealthy native plantings will be replaced as necessary each spring.

Reporting. The Partners will submit a maintenance report to RPBCWD on or before December 30 each year for ten years from the date of complete execution the agreement to which this plan is attached. The maintenance report must be a brief written description of the maintenance activities performed, including dates and locations of inspection, summaries of data reported to state and/or regional agencies (if applicable), and photographs of the Project.