

**NORTH OTTAWA IMPOUNDMENT PROJECT
2021 HAYING LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 2021, (the “Effective Date”), by and between the Bois de Sioux Watershed District (the “District”), whose address is 704 Highway 75 South, Wheaton, Minnesota 56296, and _____, an individual (“Licensee”), whose address is _____.

RECITALS

WHEREAS, the District owns, operates, and maintains the North Ottawa Impoundment Project, a flood control project commonly known as North Ottawa; and

WHEREAS, the District submitted a request for sealed bids for the haying of certain portions of North Ottawa, including approximately ten (10) miles of collection ditch, and Licensee was awarded the bid for purposes of haying, mowing, or otherwise maintaining grass, weeds, or other vegetation along and adjacent to portions of North Ottawa; and

WHEREAS, the District is willing to permit Licensee to enter upon portions of North Ottawa, as further described below, subject to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to allow Licensee to harvest vegetation along and adjacent to portions of North Ottawa, including but not limited to, approximately ten (10) miles of the collection ditch/channel, owned, operated, and maintained by the District. In order to achieve this purpose, the District must grant Licensee, and its agents, employees, and representatives, access in, on, over, across, and through the District’s property to harvest vegetation from North Ottawa. Under this Agreement, harvest includes mowing, cutting, raking, baling, and transporting bales produced at North Ottawa.
2. **License.** The District grants to Licensee a temporary license to enter upon North Ottawa, including real property either owned or managed by the District (the “Licensed Premises”), as further illustrated in the map attached as **Exhibit A**, subject to all of the terms and conditions contained in this Agreement. The rights granted to Licensee by the District under this Agreement constitute a license, revocable at will by the District for cause, for protection of the District’s facilities, or for any other reason, and the license does not create for or on behalf of Licensee any interest or estate of any kind in the Licensed Premises, either by virtue of this Agreement or by Licensee’s entry upon or use of the Licensed Premises. The license granted by the District is limited solely to Licensee; this Agreement does not permit Licensee to extend Licensee’s license rights under this Agreement to any third party without prior written consent of the District, excluding any agents, employees, or representatives assisting Licensee with haying.

3. **Term.** This Agreement commences on the Effective Date and expires October 15, 2021; however, the District may, at any time and for any reason, immediately terminate this Agreement and Licensee's license rights under this Agreement by providing written notice of termination. Upon expiration of this Agreement, the District is permitted to enter the Licensed Premises to mow and/or remove any remaining hay bales. Any termination or expiration of this Agreement will be without prejudice to any obligations or liabilities of Licensee already accrued prior to termination or expiration. In addition, Licensee's indemnity obligations in this Agreement will survive any termination or expiration of this Agreement for a period of three (3) years.

4. **Use.** During the term of this Agreement, Licensee, and its agents, employees, and representatives, may enter upon the Licensed Premises solely for the purpose of mowing or haying the Licensed Premises. Licensee's mowing and haying rights under this Agreement are subject to the following terms:
 - a. Licensee may only mow or hay those portions of the Licensed Premises indicated or designated by a representative of the District, including its engineer.
 - b. Licensee acknowledges Licensee will not be entitled to any compensation or any reimbursement from the District for costs or expenses incurred as a result of Licensee's mowing or haying activities under this Agreement.
 - c. Licensee will not mow or hay any portion of the Licensed Premises until August 1, 2021.
 - d. If Licensee hays, Licensee will mow any portions of the Licensed Premises not hayed by Licensee.
 - e. Licensee will not store hay bales on the inside channel slopes of the North Ottawa collection ditch for more than five (5) days.
 - f. Licensee will not store hay bales on the top of the North Ottawa collection ditch for more than five (5) days.
 - g. Licensee will complete the work and remove the bales on or before October 15, 2021. If the bales are not removed from the Licensed Premises by this date, Licensee understands and acknowledges that the District may either remove the bales from the Licensed Premises and charge Licensee for the actual costs of removal or sell the bales at the District's sole discretion.
 - h. Licensee will conduct a "touch-up" mowing before October 15, 2021.
 - i. Licensee will not use any portion of the Licensed Premises in any manner that disrupts, damages, or interferes with North Ottawa or the District's use of the Licensed Premises.
 - j. Licensee will not store any property or equipment on the inside slopes of the North Ottawa collection ditch or impoundment structures at any time.
 - k. Licensee will attempt to conduct all mowing or haying during daylight hours.
 - l. Any tractors utilized by Licensee must include operational flashing lights.
 - m. Licensee may only access the Licensed Premises from adjacent public roads.
 - n. Licensee's entry upon the Licensed Premises, and Licensee's mowing and haying, will not disrupt, damage, or interfere with North Ottawa or the District's use of the Licensed Premises, and the District's use will take priority over Licensee's entry or rights under this Agreement.
 - o. Licensee must pay the District the haying fee on or before June 15, 2021.

5. **Haying Fee Due.** The total haying fee due of _____ Dollars (\$_____) is payable on or before June 15, 2021. Interest will accrue at the rate of one-half percent (1/2%) per month, or that permitted by law, on all past due amounts starting ten (10) days after payment is due.
6. **Assumption of Risk.** Licensee explicitly accepts any and all risk regarding Licensee's entry upon the Licensed Premises or any of the District's other property or facilities under this Agreement. The District will not be liable or responsible for any damages or injuries to Licensee, or any of Licensee's agents, employees, or representatives, or any of Licensee's equipment or property, or to other persons or personal property, as a result of Licensee's entry upon or use of the Licensed Premises.
7. **Duty to Repair and Other Remedies.** Licensee, at Licensee's sole cost, will repair any damages to the Licensed Premises and North Ottawa, and will repair or replace any of the District's other structures, facilities, right of way, or any other property owned by the District, damaged as a result of or arising out of Licensee's entry upon or use of the Licensed Premises. If Licensee fails to promptly and properly repair any damages to the Licensed Premises or North Ottawa; if Licensee fails to promptly repair or replace any of the District's other structures, facilities, right of way, or any other property owned by the District damaged by Licensee; or if Licensee fails to perform any of Licensee's other obligations under this Agreement, the District may repair the damages or perform Licensee's obligations and recover any and all costs incurred from Licensee. If Licensee refuses to reimburse the District within a reasonable amount of time, the District may assess all costs and expenses against any real property owned by Licensee in Grant County, including all costs and expenses incurred in enforcing the terms of this Agreement, including reasonable attorneys' fees. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any and all other remedies available to the District under Minnesota law.
8. **Compliance with Laws.** Licensee, at Licensee's sole cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations of all federal, state, county, and municipal governments, and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, which may be applicable to Licensee's entry upon or use of the Licensed Premises, including Licensee's haying or mowing activities.
9. **Indemnity.** Licensee will release, defend, indemnify, protect, and hold harmless the District and the District's officers, agents, representatives, or employees, from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, together with all other costs and expenses of any kind or nature suffered by or asserted against the District, as a result of or arising out of Licensee's, or its agents, employees, or representatives, use of or entry upon the Licensed Premises; Licensee's mowing or haying activities; or as a result of Licensee's performance or failure to perform under this Agreement, and including any costs, expenses, and attorneys' fees incurred in establishing the indemnification provided in this Agreement.

10. **Limitation of Liability.** Any and all liability of the District related to the terms of this Agreement will be limited to the amounts specified by the statutory requirements set forth in Minn. Stat. Chapter 466. These statutory limitations may not be stacked to increase the maximum amount of liability for any party.
11. **Forbearance.** The failure or delay of the District to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.
12. **Assignment.** Licensee will not transfer or assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the District.
13. **Governing Law.** This Agreement will be construed and enforced in accordance with Minnesota law. The parties agree any litigation arising out of this Agreement will be venued in Minnesota State District Court in Grant County, Minnesota, and the parties waive any objection to venue or personal jurisdiction.
14. **Survival of Agreement.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.
15. **Entire Agreement.** This Agreement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the parties.
16. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
17. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.
18. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
19. **Counterparts.** This Agreement may be executed in counterparts meaning that this Agreement is valid if signed by both parties even if the signatures of the parties appear on separate copies of the same agreement rather than on a single document.

20. **Effective Date.** This Agreement is effective upon the date of the last signature appearing below.

IN WITNESS WHEREOF, the parties executed this Agreement on the date written above.

**BOIS DE SIOUX
WATERSHED DISTRICT**

Date: _____, 2021

Linda Vavra, President

Attest:

Date: _____, 2021

Jamie Beyer, Administrator

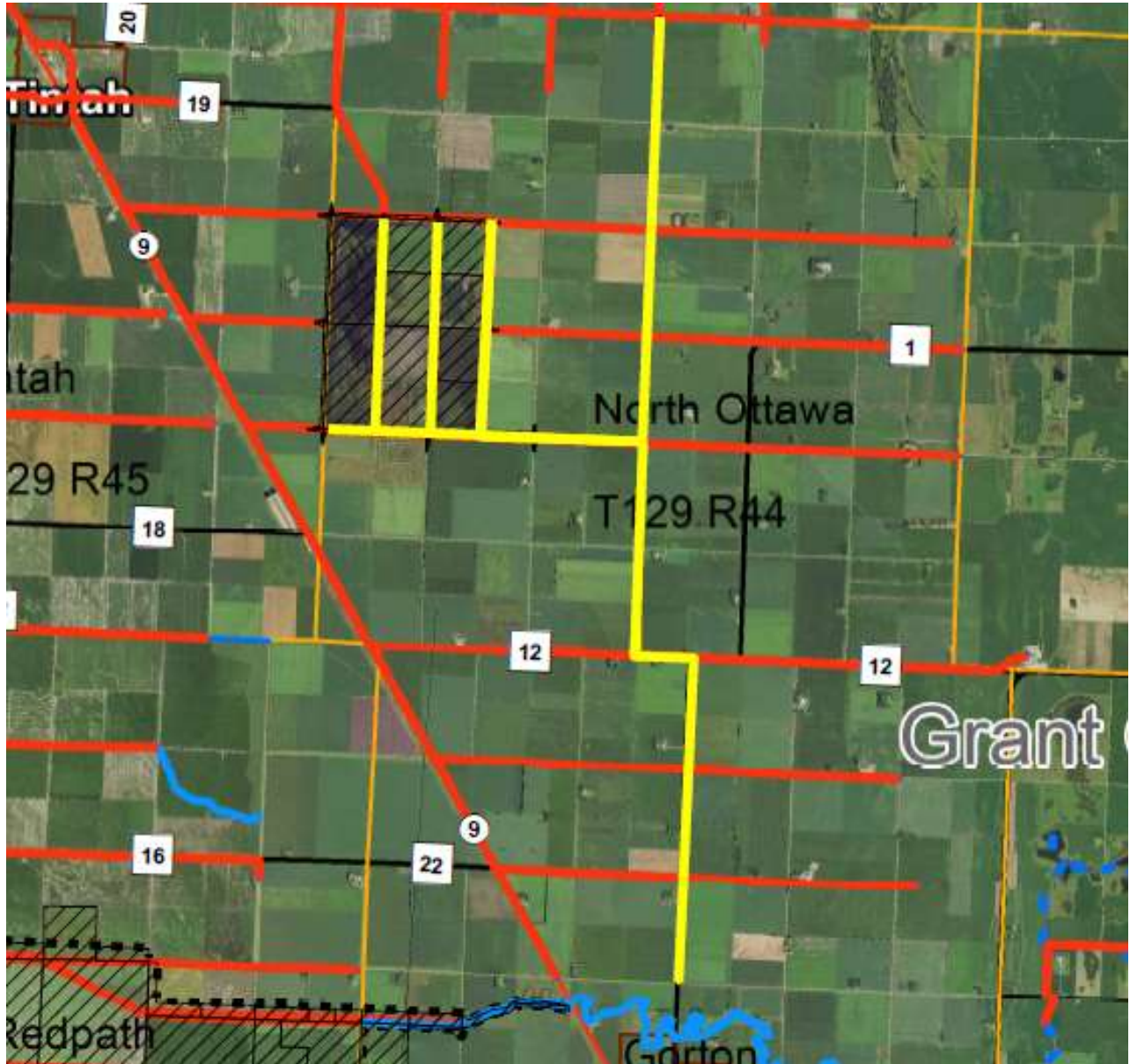
LICENSEE


Date: _____, 2021

By: _____

Its: _____

EXHIBIT A
NORTH OTTAWA IMPOUNDMENT PROJECT
HAYING MAP



 Area in yellow is approximately 18.25 miles, and using a rough estimate of 30 feet wide, is around 66 acres of grass.