**PROJECT AGREEMENT**

WETLAND AND STREAM CORRIDOR RESTORATION PROJECT

JACK - GUMBORO, DELAWARE

THIS AGREEMENT, made this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20xx, A.D. BY AND BETWEEN, the Division of Soil and Water Conservation, of the Department of Natural Resources and Environmental Control, hereinafter called “**Soil and Water**”, Jack, hereinafter called "**the Landowner**”, and the Kent Conservation District, hereinafter called the “**District”.**

WITNESSETH THAT:

WHEREAS**, Soil and Water, the District and the Landowner** have agreed to a plan of work for Wetland Stream Corridor Restoration at Jack’s property; and

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, **Soil and Water, the Landowner and the District** do hereby agree as follows:

1. It is agreed that the following described work is to be completed at an estimated cost of $10,000.

* 1. Restoration of a diverse wetland complex approximately 2 acres in size.
  2. Restoration of a private channel approximately 500 feet in length. The channel will be restored to replicate a natural flood plain with a sinuous low flow channel.

1. **Soil and Water** will:

* 1. Provide $9,000 toward the cost of construction of the improvement described in “A”.

1. **Landowner** will:

* 1. Provide and herby grant the necessary land rights needs for the construction of the works of improvement described in “A”
  2. Provide $1,000 toward the cost of construction of the improvement described in “A”.
  3. Operate and maintain the works of improvements as described in “A”. This includes the eradication and control of invasive species.

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| KENT CONSERVATION DISTRICT | LANDOWNER |
|  |  |
| Tim Riley, District Coordinator | Jack |