**MAINTENANCE AGREEMENT**

This Maintenance Agreement (this “Agreement”) is made this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_, 20\_\_, by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as “Owner”), and the City of Maplewood, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as the “City”), and the Ramsey-Washington Metro Watershed District, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as the “District”), to provide for the maintenance of the stormwater facilities (hereinafter referred to as the “Facilities”) constructed pursuant to Ramsey-Washington Metro Watershed District permit application number \_\_\_-\_\_\_ and City of Maplewood Project \_\_\_-\_\_\_.

1. Owner owns the property legally described on Exhibit “A” attached hereto t (the “Property”); and

2. Owner is intending to construct certain storm water facilities on the Property as depicted in Exhibit “B” attached hereto (the “Facilities”); and

In order to meet the City’s and District’s permitting requirements, said Facilities are necessary and it is reasonable for the City and District to require Owner and all subsequent owners of said parcel to inspect and maintain the Facilities on a regular basis to ensure that the Facilities function as intended.

3. Now, therefore, it is mutually agreed by and between all parties:

A. Owner, at its expense, shall be responsible for the inspection and maintenance of the Facilities so that the Facilities function properly.

i. Owner shall inspect the Facilities at least annually.

ii. Owner shall maintain and repair the Facilities:

a. In the case of basins and other facilities where sediment collects, to preserve the storage or capacity at or above the design volume or, where no design storage volume or capacity is incorporated into the permit, the volume or capacity recommended by the manufacturer.

b. In the case of conveyances and other structures, to preserve design hydraulic capacity.

c. In the case of facilities relying on soils and vegetation for stormwater management or treatment, to preserve healthy vegetation and design soil permeability.

d. In the case of all facilities, as necessary to preserve the integrity and intended function of the facility.

iii. On an annual basis, Owner shall submit a report to the District that includes the inspection date(s) of the Facilities, conditions of the Facilities, and any corrective actions taken.

B. The City and District shall have discretion to determine the need to clean the Facilities, either in conjunction with the annual inspection or more often as deemed necessary. The City or District shall notify the Owner in writing if it reasonably determines that the Facilities require cleaning. The Owner shall clean the Facilities within sixty (60) days of receipt of notice from the City or District. The City and District shall act reasonably in exercising said discretion.

In the event Owner fails to clean said Facilities in accordance with the City’s or District’s request, the City and District may have the Facilities cleaned either through its own employees or through an outside third party, the cost of which shall be the responsibility of Owner. Owner shall indemnify the City and District for any and all costs incurred by the City or District for cleaning the Facilities, as well as for costs and fees incurred by the City or District to enforce this Agreement.

C. This Agreement shall be binding on the Owner of said real estate as described in the Exhibit “A” attached hereto, and its representatives, heirs, transferors, successors and/or assigns. This Agreement shall run with the land.

*[Signature page(s) follow]*

IN WITNESS WHEREOF, the parties hereto execute this Maintenance Agreement.

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OWNER

By: \_\_\_\_\_\_\_\_

STATE OF MINNESOTA )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CITY OF MAPLEWOOD

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MINNESOTA )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a

municipal corporation under the laws of the State of Minnesota, on behalf of said municipal

corporation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RAMSEY-WASHINGTON METRO

WATERSHED DISTRICT

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tina Carstens, its Administrator

STATE OF MINNESOTA )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, by Tina Carstens, the Administrator of Ramsey-Washington Metro Watershed District, a municipal corporation under the laws of the State of Minnesota, on behalf of said municipal corporation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

**Exhibit A   
to Maintenance Agreement**

**Legal Description of the Property**

**Exhibit B   
to Maintenance Agreement**

**Depiction of Facilities**