



## **Stormwater Facility Maintenance Agreement**

This maintenance agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as “Owner”), 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 \_\_\_\_\_.

1. Owner is intending to construct the Facilities on the Property to which the inspection and maintenance requirements in the Agreement apply as labeled on the scaled site plan.
2. Owner owns the property legally described on Exhibit “A”

In order to meet the District's permitting requirements, said Facilities are necessary and it is reasonable for the 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.

2. Now, therefore, it is mutually agreed by and between the parties:
  - A. Owner, at its expense, shall be responsible for the inspection and maintenance of the Facilities located on the Property so that the Facilities function properly. The schedule for said inspections and maintenance shall be as follows:
    - i. Owner shall inspect the Facilities at least annually and report to the District.
    - 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. Owner shall submit annually, a report to include inspection dates, facility conditions, and corrective actions taken.
- B. The District shall have sole discretion to determine the need to clean the Facilities, either in conjunction with the aforesaid schedule or more often as deemed necessary by the District. The District shall notify the Owner in writing if the Facilities require cleaning. The Owner shall clean said Facilities within sixty (60) days of receipt of notice from the District. The District shall act reasonably in exercising said discretion.

In the event Owner fails to clean said Facilities in accordance with the District's request, the District at its sole discretion 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 District for any and all costs incurred by the District for cleaning the Facilities, as well as for costs and fees incurred by the District to enforce this Agreement. The District shall indemnify the Owner against any and all damages, losses, and liabilities arising out of the negligence or willful misconduct of the District's employees or outside third party directed or hired by the District to clean the Facilities pursuant to this paragraph.

Owner shall be responsible for any and all fees, staff time, and other costs incurred by the District to enforce the terms of this contract. Time is of the essence for all timelines noted herein.

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

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

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

Example Realty, Inc.

By Partners Group, LLC

Its General Partner

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

Jane Doe

Its Chief Manager

STATE OF MINNESOTA )

) ss.

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

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

\_\_\_\_\_  
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

This instrument was drafted by:

Galowitz Olson, PLLC  
10390 39<sup>th</sup> Street North  
Lake Elmo, Minnesota 55042  
651-777-6960

**Exhibit A to Maintenance Agreement**

**Legal Description of the Property**