



## Example Maintenance Agreement 3

### STORMWATER QUALITY TREATMENT FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Valley Branch Watershed District, a political subdivision of the State of Minnesota ( “VBWD”) and \_\_\_\_\_ (a Minnesota corporation or an individual) (“Owner”).

#### RECITALS:

A. Owner owns certain real property situated in the city of \_\_\_\_\_, \_\_\_\_\_ County, Minnesota, legally described as follows:

(Type Legal Description Here)

(hereinafter referred to as “Property”)

B. As a condition of its approval of the development of the Subject Property, VBWD has required that the Owner enter into an agreement for the maintenance of the Stormwater Quality Treatment Facility for the Property (the “Facility”). The Facility is located within the boundaries of the Property on construction plans prepared by Owner.

C. The Owner desires to set forth its agreement with respect to the maintenance of the Facility and the cost of such maintenance.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Access Easement. The Owner shall grant to VBWD the necessary easements and rights-of-way and/or maintain perpetual access from public rights-of-way to the water quality unit for VBWD, its agent or contractor.
2. Recording. VBWD shall record this Agreement with the Recorder of the County of Washington, Minnesota. The Owner shall pay a \$100.00 processing and filing fee to VBWD upon submission of this Agreement.
3. Assessments. The Owner, for itself and respective successors and assigns, hereby waives any statutory right which it may have to contest any assessment for costs hereunder by VBWD.
4. Through Permit Close Out. Until such time as the permit with VBWD for the project is closed out:
  1. For the purposes of this Agreement, maintenance of the Stormwater Quality Treatment Facility shall include, but not be limited to, annual inspection, annual maintenance reporting and certification by a professional engineer (provided by Owner(s)) that the facility is functioning in accordance with the

approved plans and minimum maintenance standards set forth by VBWD as set forth and defined in Exhibit A.

2. If necessary, Owner(s) shall undertake at its expense periodic dredging or removal of silt buildup and other deposited materials within the Stormwater Quality Treatment Facility to maintain its treatment capacity and proper operation, as established in the construction plans. Any maintenance needs required by VBWD shall occur within 30 days of the certified inspection.
3. Upon receipt of the annual certification of inspection and maintenance report, VBWD may inspect the facility to ensure that the facility meets the minimum maintenance standards. Annual inspection of the facility shall not render VBWD responsible for identifying ongoing maintenance needs.
4. The Owner(s) shall be solely responsible for the maintenance of the facility, and shall bear all costs of such maintenance. If the Owner(s) do(es) not undertake the necessary maintenance within thirty (30) days of notification by VBWD, VBWD may contract such maintenance, but the costs reasonably incurred by VBWD for contracting such maintenance shall be reimbursed to VBWD by the Owner(s).
5. Ongoing Obligation. After the VBWD closes the permit, the Owner(s) for itself and respective successors and assigns, will remain responsible for vegetation management of all stormwater management facilities, including but not limited to weeding and maintaining the originally planned and installed vegetation species and varieties.
6. Successors. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

VALLEY BRANCH WATERSHED DISTRICT

By \_\_\_\_\_

Its President

By \_\_\_\_\_

Its Secretary

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