

**STORM WATER 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 Storm Water 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:
  - 4a. For the purposes of this Agreement, maintenance of the 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.



OWNER

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

STATE OF MINNESOTA            )  
  ) ss  
COUNTY OF WASHINGTON        )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

DRAFTED BY:

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