

**** NOTE:** This form is an example only and will need to be modified to suit an individual project. Legal counsel should be consulted, prior to execution. Also, please note that the extra space at the top of this page has been provided intentionally – for recording purposes. When deleting this note, please retain this space.

OPERATION AND MAINTENANCE AGREEMENT FOR STORMWATER FACILITIES

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the City of White Bear Lake, a municipality under the laws of the State of Minnesota (hereinafter, “City”), and _____ (hereinafter, “Landowner”).

Purpose. The City has determined that it is consistent with the City’s plans, regulations, purposes and goals to allow for private stormwater facilities for the property shown on and described in Exhibit A (“Property”), attached hereto.

It is understood that the Landowner shall be responsible for installing _____, (“Facilities”) as shown on Exhibit B attached hereto. The Landowner shall also be responsible for the cost associated with cleaning and maintaining the Facilities to the standards detailed in the maintenance schedule attached hereto as Exhibit C.

The City shall not be responsible for the initial cost of installing the Facilities nor for any cleaning and maintenance costs which shall be the sole responsibility of the Landowner.

1. Responsibilities of the Parties.

- a) The Landowner shall be responsible for all costs related to the installation of the Facilities described in Exhibit B.
- b) The Landowner shall be responsible for the payment of the costs associated with the annual cleaning and maintenance, of the Facilities described in Exhibit B, and shall arrange for a qualified party to perform the tasks described in Exhibit C. If the property is owned by a Condominium or Home Owners Association or other similar entity, the owner will cause the obligations of this Agreement to be performed in accordance with the governing documents of that organization.
- c) By September 30th of each year, the Landowner shall provide the City with an annual inspection report of the maintenance work performed in the prior year and work to be performed in the current year.
- d) The Landowner agrees that the City and/or the Watershed District or Water Management Organization (hereinafter, Watershed District) in which the property is located may, from time to time, inspect the facilities

to determine whether or not the facilities are being maintained and are operating properly.

2. Inspection Report. By September 30th of each year, the Landowner will submit to the City, a report listing the inspection dates, facility conditions and maintenance actions performed the previous year. The inspection reports shall be submitted in accordance with the maintenance schedule outlined in Exhibit C.

3. Right of Access. The Landowner hereby grants to the City and the Watershed District the right to enter onto the property to inspect and monitor the Facilities. In the event the Landowner is not maintaining the Facilities in accordance with this agreement, the City or Watershed District may issue written notice to the Landowner detailing the repairs or maintenance required. The Landowner shall have thirty (30) days in which to perform said repairs or maintenance. If the Landowner fails to perform said repairs or maintenance thirty (30) days after receiving said notice, the City or Watershed District may enter onto the property to perform said repairs or maintenance necessary to make the system work to its full capacity. The Landowner shall be responsible to the City or Watershed District for any and all fees and costs associated with said repairs or maintenance and shall reimburse the City or Watershed District within thirty (30) days of receipt of invoices for costs incurred.

4. Binding Effect. The terms and provisions of this Agreement are hereby deemed to constitute covenants that run with the land and shall be binding in perpetuity on all persons owning or acquiring any right, title or interest in the Property and their heirs, successors, personal representatives and assigns. References herein to Landowner, if there be more than one, shall mean all of them. This Agreement shall be filed of record so as to give notice thereof to subsequent purchasers and encumbrancers of all or any part of the Property.

The Landowner hereby consents to the recording of an executed copy of this Agreement with the Ramsey County Recorder's Office; the filing cost of which shall be borne by the Landowner.

If the use of the Property changes so that the Facilities are rendered as unnecessary, or are replaced by other facilities approved by the City and the Watershed District, a termination of this agreement must be consented to by both parties and shall be filed with the County.

5. Notices. Whenever it shall be required or permitted by this Agreement that notice or demand be given or served by either party to or on the other party, such shall be sent by certified mail, return receipt requested, or delivered personally, to the following addresses:

As to the City:
City Engineer
White Bear Lake City Hall
4701 Highway 61
White Bear Lake, MN 55110

As to the Landowner:

Name
Company (if any)
Address
City, State, Zip

Stated address may be changed by certified letter to the City referencing the approving resolution number, #_____.

IN WITNESS WHEREOF, the City and Landowner have caused this Agreement to be duly executed on the day and year first above written.

LANDOWNER

STATE OF MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Developer's Name, the Landowner.

Notary Public (stamp)

CITY OF WHITE BEAR LAKE:

Jo Emerson, Mayor Ellen Richter, City Manager

STATE OF MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by, Jo Emerson, as Mayor of the City of White Bear Lake, on behalf of the City of White Bear Lake, a Minnesota municipal corporation.

Notary Public

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Ellen Richter, as City Manager of the City of White Bear Lake, on behalf of the City of White Bear Lake, a Minnesota municipal corporation.

Notary Public