

MAINTENANCE AGREEMENT
Between the Minnehaha Creek Watershed District and
Minneapolis Park & Recreation Board

This Maintenance Agreement (Agreement) is made by and between the Minnehaha Creek Watershed District, a watershed district with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D (MCWD), and the Minneapolis Park and Recreation Board (MPRB).

Recitals and Statement of Purpose

WHEREAS pursuant to Minnesota Statutes § 103D.345, the MCWD has adopted and implements the Stormwater Management Rule, Wetland Protection Rule, the Waterbody Crossings & Structures Rule and the Shoreline & Streambank Stabilization Rule;

WHEREAS under the Stormwater Management Rule, certain land development activity triggers the requirement that the landowner record a declaration establishing the landowner's perpetual obligation to inspect and maintain stormwater-management facilities;

WHEREAS in each case, a public landowner, as an alternative to a recorded instrument, may meet the maintenance requirement by documenting its obligations in an unrecorded written agreement with the MCWD;

WHEREAS in accordance with the MCWD rules and as a condition of Permit 16-375 the MPRB's obligation to maintain stormwater facilities must be memorialized by a recorded maintenance declaration or, alternatively, a maintenance agreement establishing the City's perpetual maintenance obligation;

WHEREAS MPRB and the MCWD execute this Agreement to fulfill the condition of Permit 16-375 and concur that it is binding and rests on mutual valuable consideration;

THEREFORE MPRB and MCWD agree as follows:

1. MPRB, at its cost, will inspect and maintain stormwater facilities as shown in the site plan attached to and incorporated into this Agreement as Exhibit A in perpetuity as follows:

A. STORMWATER FACILITIES

- i. **Rain gardens, infiltration basins and filtration basins.** Rain gardens, infiltration basins and filtration basins will be inspected annually to ensure continued live storage capacity at or above the design volume. Invasive vegetation, excess sediment and debris will be removed as needed and healthy plant growth will be maintained to ensure that the facilities continue to perform per design.
- ii. **Reporting.** The Declarant will submit to the MCWD annually a brief written report that describes stormwater facility maintenance activities performed under this declaration, including dates, locations of inspections and the maintenance activities performed.

2. If MPRB conveys into private ownership a fee interest in the property that is the subject of this Agreement, it shall require as a condition of sale, and enforce: (a) that the purchaser record a declaration on the property incorporating the maintenance requirements of this Agreement; and (b) that recordation

occur either before any other encumbrance is recorded on the property or, if after, only as accompanied by a subordination and consent executed by the encumbrance holder ensuring that the declaration will run with the land in perpetuity. If MPRB conveys into public ownership a fee interest in any property that has become subject to this Agreement, it shall require as a condition of the purchase and sale agreement that the purchaser accept an assignment of all obligations vested under this Agreement.

3. This Agreement may be amended only in a writing signed by the parties.
4. The recitals are incorporated as a part of this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

MINNEHAHA CREEK WATERSHED DISTRICT

By _____ Date:
President, Board of Managers

MINNEAPOLIS PARK AND RECREATION BOARD

By: _____ Date:
Its President

By: _____ Date:
Its Secretary of the Board