

MAINTENANCE AGREEMENT
Between the Lower Minnesota River Watershed District and
CITY OF CHANHASSEN

This Maintenance Agreement (Agreement) is made by and between the Lower Minnesota River Watershed District, a watershed district with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D (RPBCWD), and the City of Chanhassen, *a statutory city and body corporate and politic of the State of Minnesota* (City).

Recitals and Statement of Purpose

WHEREAS pursuant to Minnesota Statutes section 103D.345, the LMRWD has adopted and implements standards, including a Stormwater Management Standard;

WHEREAS under the Stormwater Management Standard, certain land development activity triggers the requirement to implement stormwater management structures and/or facilities that require ongoing maintenance;

WHEREAS under the Stormwater Management Standard, Maintenance and Easement section, the District requires a maintenance plan and a maintenance agreement be recorded with the applicable county (Carver) 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 LMRWD;

WHEREAS in accordance with the LMRWD rules and as a condition of approval granted on November 20, 2019, the City's perpetual obligation to maintain stormwater facilities must be memorialized in a maintenance agreement specifying requirements and restrictions;

WHEREAS City and the LMRWD execute this Agreement to fulfill the condition of approval granted on November 20, 2019, and concur that it is binding and rests on mutual valuable consideration;

THEREFORE City and LMRWD agree as follows that City, at its cost, will inspect and maintain the stormwater facilities as shown in the site plan attached to and incorporated into this Agreement as Exhibit A in perpetuity as follows:

1. STORMWATER FACILITIES

- a. **Raingardens, infiltration basins and filtration basins.** 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.
 - b. **Grit chambers, sump catch basins and sump manholes.** Grit chambers, sump catch basins and sump manholes will be inspected in the spring, summer and fall of each year. All sediment and debris will be removed as needed such that the stormwater facilities operate as designed and permitted.
3. **Reporting.** City will submit to the LMRWD 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.
 4. **Property Transfer.** If City 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 City 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. In the case of any transfer of ownership or responsibilities under this agreement, the City shall notify the LMRWD of the details of the transfer.
 5. This Agreement may be amended only in a writing signed by the parties.
 6. The recitals are incorporated as a part of this Agreement.

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

LOWER MINNESOTA RIVER WATERSHED DISTRICT

By 
Jesse Hartmann
President, Board of Managers

Date: November 20, 2019

City of Chanhassen

By: _____
Its Mayor

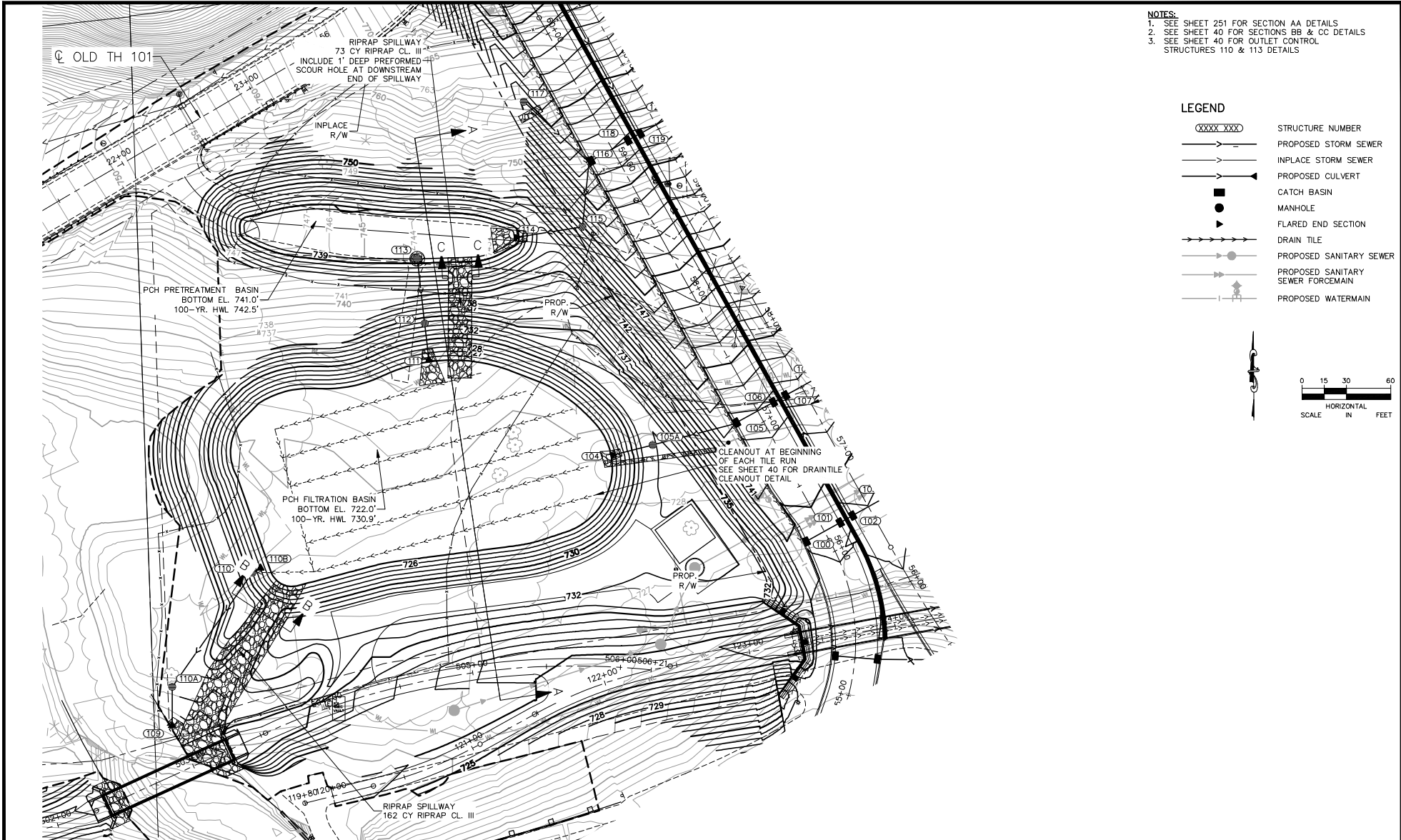
Date:

By: _____
Its Administrator

Date:

LMRWD/Chanhasseen - Maintenance Agreement - Exhibit A

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No.	Date	Revisions	App.

DRAWING NAME TH101_GradePlan
DESIGNED BY: R/JG
DRAWN BY: R/JG
CHECKED BY: CBL
DATE: 10/14/19
PROJECT NO. 160511044

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Chad B. Larson
CHAD B. LARSON, PE
DATE: 10/14/19 MN LIC. NO. 41864



CITY OF CHANHASSEEN
CSAH 101 IMPROVEMENTS
PIONEER TR TO FLYING CLOUD DR

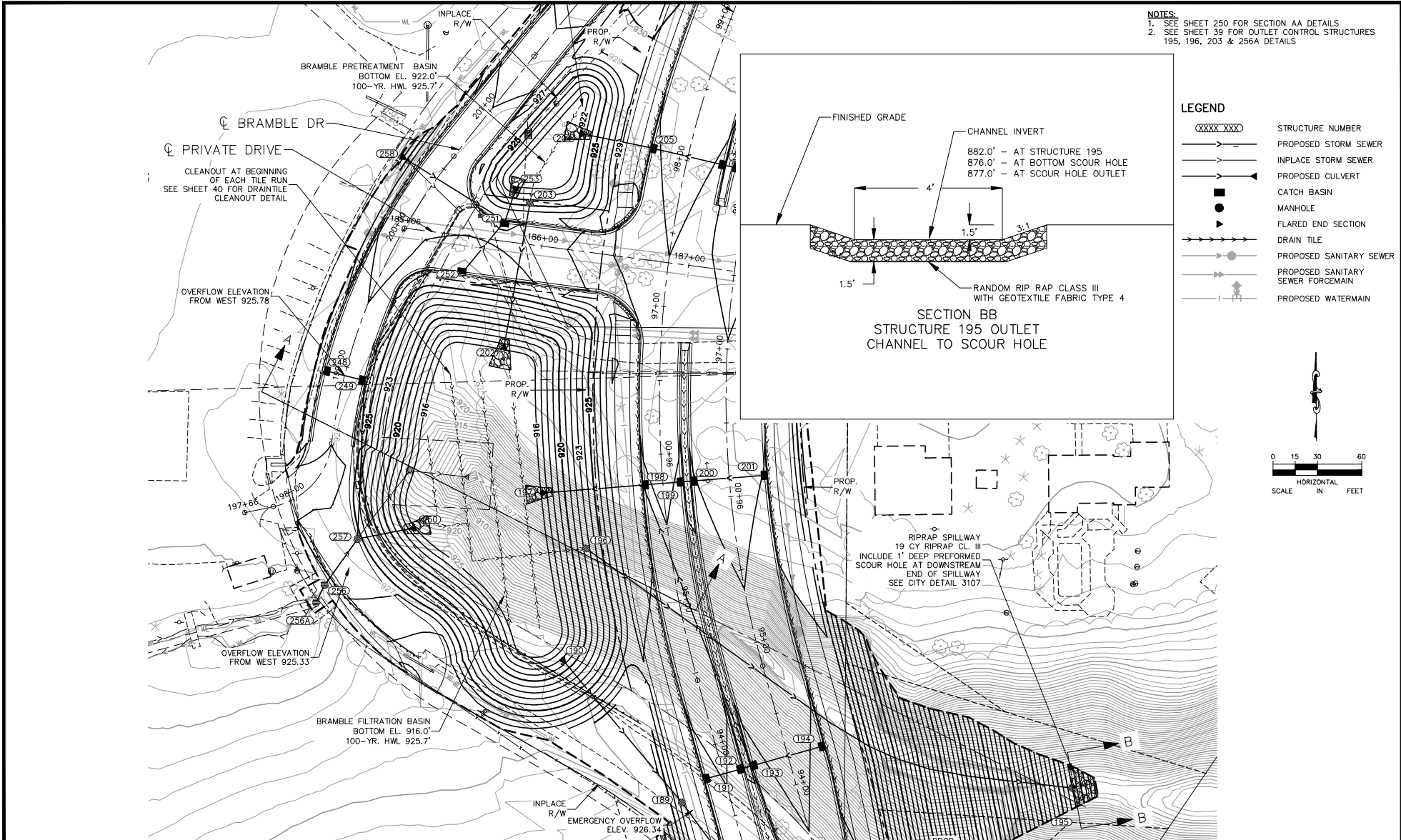
PCH POND GRADING
GRADING PLANS

CITY PROJECT	14-08
COUNTY PROJECT	194-020-014
S.A.P.	010-701-004

SHEET NO.
248

429

LMRWD/Chanhasseen - Maintenance Agreement - Exhibit A

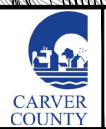


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CITY OF CHANHASSEEN
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