

**Stormwater Facility Maintenance  
AGREEMENT**

**Between the Comfort Lake–Forest Lake Watershed District  
and [*name of public permittee*]**

This Agreement is made by and between the Comfort Lake – Forest Lake Watershed District, a watershed district with purposes and powers set forth at Minnesota Statutes Chapters 103B and 103D, and [ ], a [ ] of the State of Minnesota, for the purpose of [ ] compliance with CLFLWD Permit XX–XXX.

**Recitals**

- A. Pursuant to Minnesota Statutes §103D.345, the CLFLWD has adopted and implements Rule 2.0, Stormwater Management.
- B. Rule 2.0 imposes certain requirements, which [ ] will meet in this case by installing and maintaining [*name stormwater facilities*] as identified and delineated on the site plan incorporated into this Agreement as Exhibit A (the “Facilities”).
- C. In accordance with Rule 2.0 and as a condition of Permit XX–XXX, [ ]’s obligation to maintain these stormwater facilities must be memorialized by a recorded maintenance declaration or, alternatively, a maintenance plan establishing [ ]’s maintenance obligation.
- D. [ ] and the CLFLWD execute this Agreement to establish a maintenance plan and fulfill the condition of Permit XX–XXX, and concur that it is legally binding.
- E. [ ] represents that it has rights of property ownership and control sufficient to perform the responsibilities it assumes under this Agreement;

**Agreement**

- 1. [ ] will inspect and maintain the Facilities in accordance with the maintenance plan attached and incorporated as Exhibit B hereto.
- 2. By January 31 of each year, [ ] will provide to the CLFLWD Administrator a concise written report stating the dates of inspections and maintenance, facilities and

locations inspected, inspection results and maintenance or other work performed on the facilities during the preceding calendar year.

3. If [ ] conveys into private ownership a fee interest in all or any portion of the public property that is subject to this Agreement, it must require as a condition of sale, and enforce: (a) that the purchaser record a declaration on the property incorporating the stormwater management facility maintenance requirements of this Agreement; and (b) that recordation occur either before any 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 [ ] conveys into public ownership a fee interest in all or any portion of the property that is subject to this Agreement, it must require as a condition of the purchase and sale agreement that the purchaser accept an assignment of all obligations vested under this Agreement.

4. This Agreement is in force for five years from the date on which it is fully executed and will renew automatically for five-year terms unless terminated by the parties. This Agreement may be amended only in a writing signed by the parties.

5. The recitals are incorporated as a part of this Agreement.

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

**COMFORT LAKE-FOREST LAKE WATERSHED DISTRICT**

By \_\_\_\_\_ Date:  
President, Board of Managers

*APPROVED AS TO FORM and EXECUTION*

By \_\_\_\_\_  
Its Attorney

[ ]

By: \_\_\_\_\_ Date: