

City of Owatonna Stormwater Facility Maintenance Easement

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by XXXXXX hereinafter called the "Property Owner" and the City of Owatonna, MN hereinafter called "City".

WHEREAS, the Property Owner is the owner of certain property described as_____. **Exhibit A: (ATTACH LEGAL DESCRIPTION)**

WHEREAS, the Property Owner is proceeding to build on and develop the property; and

WHEREAS, the site plan known as_____, hereinafter called the "plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

WHEREAS, the City and the Property Owner, its successors and assigns, agree that the health, safety, and welfare of the residents of the City of Owatonna, MN require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/ Structural Best Management Practices (BMP) facilities, as shown on the Plan and implemented to meet requirements of Minnesota Permit No. MNR040000 and Minnesota Permit No. MNR100001,

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Property Owner shall provide an attachment to this agreement the required Maintenance Plan, as-built drawings, and certification that the BMP has been constructed properly as required by the City of Owatonna Stormwater Management Ordinance No. 52.00 at end of project.
2. The facilities shall be constructed and maintained by the Property Owner, its successors, and assigns in accordance with the plans and specifications identified in the submitted plan.
3. The facilities shall be constructed and maintained by the Property Owner, its successors, and assigns, in compliance with the most recent requirements of the City's Stormwater Management Ordinance 52.00, Minnesota Permit No. MNR040000 and Minnesota Permit No. MNR100001 under the National Pollutant Discharge Elimination System/State Disposal System Permit Program.
4. The Property Owner, its successors, and assigns, shall at all time, adequately maintain the facilities. Such maintenance obligations shall include the obligation to properly maintain all pipes, channels, or other conveyances built to convey stormwater, as well as, all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater.
5. Adequate maintenance is herein defined as keeping the facilities and all components in good working condition so that these facilities continue to perform their design functions.
6. The Property Owner, its successors, and assigns, shall inspect the stormwater management facility on a routine basis, at a minimum annually, to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities including embankments, berms, inlet and outlet structures, pond areas, access roads, etc.

7. The Property Owner, its successors, and assigns shall be responsible for improving, modifying, installing new/existing structural stormwater best management practices in the event the practice is found to no longer be effective in meeting treatment requirements of MN Permit No. MNR040000 and MN Permit No. MNR100001.
8. The Property Owner, its successors, and assigns, hereby grants to the City, its authorized agents and employees, a non-exclusive perpetual easement of ingress and egress over, across, under, and through the property for the purpose of inspecting the facilities. The Property Owner also grants the City the access to inspection and maintenance records conducted by the Property Owner.
9. The City shall provide the Property Owner, its successors, and assigns, a notice including copies of any inspection findings, a directive to commence with needed repairs, improvements, or modifications and a deadline to complete the repairs.
10. The Property Owner, its successors and assigns, shall reply to the Engineering Department within 15 business days, indicating their response to the notice.
11. In any event the Property Owner, its successors, and assigns, fails to maintain the facilities in good working condition acceptable to the City, the City and its authorized representatives may enter upon the property and take such steps as are necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Property Owner, its successors, and assigns, as outlined in the City's Stormwater Management Ordinance 52.00.
12. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligations on the City.
13. This agreement imposes no liability of any kind whatsoever on the City. The Property Owner, its successors, and assigns, agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
14. This agreement shall be recorded by the County Recorder of Steele County, Minnesota, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Property Owner, his or her heirs, successors, and assigns, and any other successors in interests, in perpetuity.

