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**DECLARATION OF
OPERATIONS AND MAINTENANCE OBLIGATIONS
FOR STORMWATER FACILITIES**

THIS DECLARATION is made this ___ day of _____, 20 ___, by **[entity]** at **[address]**, (“Declarant”), in favor of the Capitol Region Watershed District, a body with powers pursuant to Minnesota Chapters 103B and 103D (“CRWD”).

WHEREAS, Declarant(s) hold(s) fee interest in real property within the City of**[City]**, Ramsey County, Minnesota, platted and legally described as:

[insert FULL legal description]

WHEREAS, no one other than Declarant(s) **[insert name(s) of any other parties holding interest in the property]** possess(es) any right, title or interest in the Property; **[If any person or entity other than Declarant possesses a right, title or interest, a Consent & Subordination must be executed by that person or entity and included with the declaration. DELETE OTHERWISE]**

WHEREAS, the facilities on or to be located on the Property to which the maintenance requirements in the Declaration apply as labeled on the scaled site plan **[Attachment A]** are as follows (the Facilities):

[list stormwater facilities and attach 8.5 X 11 plan sheet with identified practices]

WHEREAS, Declarant desires to subject the Property to certain conditions and restrictions imposed by the CRWD as a condition to issuance of CRWD Permit # **[XX-XXX]** for the mutual benefit of the CRWD and Declarant.

NOW THEREFORE Declarant makes this declaration and hereby declares that this declaration shall constitute covenants to run with the Property, and further declares that the Property shall be owned, used, occupied, and conveyed subject to the covenants and restrictions set forth in this Declaration, all of which 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, but only during the period of ownership of that right, title or interest.

1. Declarant will inspect the Facilities at least annually.
2. Declarant will maintain and repair the facilities:
 - a. In the case of basins and other facilities where sediment collects, to preserve storage or capacity at or above the design volume or, where no design storage volume or capacity is incorporated into the permit, the volume or capacity recommended by the manufacturer.
 - b. In the case of conveyances and other structures, to preserve design hydraulic capacity.
 - c. In the case of facilities relying on soils and vegetation for stormwater management or treatment, to preserve healthy vegetation and design soil permeability.
 - d. In the case of all facilities, as necessary to preserve the integrity and intended function of the facility.
 - e. In accordance with the site-specific maintenance plan [**Attachment B**] and all subsequent revisions.
3. Declarant will submit annually, a report to include inspection dates, facility conditions, and corrective actions taken.
4. If Declarant fails to perform required maintenance to stormwater facilities resulting in deviation from the designed treatment performance or efficiency, the CRWD may notify Declarant of this deficiency. If Declarant has not completed or scheduled corrective action within 60 days of receipt of notification, the CRWD may perform any action deemed necessary to return full design function and treatment performance to the stormwater treatment facility. The Declarant shall be responsible for reimbursement of all costs incurred from such activity including but not limited to administrative overhead and attorney's fees.
5. Any notice under this Declaration shall be sent by certified mail, return receipt requested, or delivered to the following address:

[insert Declarant's name & address]

Declarant may change this address by a certified letter to the CRWD referencing the permit number.

[Choose one of the following pages based on the type of DECLARANT (CORPORATE or INDIVIDUAL) remove pages not applicable to the agreement and DELETE these instructions]

6. If the use of the Property is materially changed so that the Facilities which are the subject of this Declaration are rendered unnecessary, the Declarant may request a partial or full release of this Declaration by CRWD, approval of which will not be unreasonably withheld.

7. If the Facilities which are the subject of this Declaration are completely replaced by other Facilities approved by CRWD, its successors or assigns, this Declaration shall become void and of no further force or effect.

8. The Property may not be subdivided in any way without approval of the subdivision by CRWD. Nothing herein shall be interpreted to prevent the encumbrance of a portion of the Property by a mortgage or other lien, provided that the mortgage, lien, or similar encumbrance is subject to the prohibition of subdivision without approval of CRWD. Subdivision includes any split of the Property into two or more parcels, regardless of whether the Property, as a whole, was created by a combination of parcels, tracts, or lots which had previously been separate from one another.

9. An executed copy of this Declaration shall be filed with Ramsey County Registrar or Ramsey County Recorder, filing cost to be borne by the Declarant. This Declaration will be unlimited in duration without being re-recorded.

**[INDIVIDUAL DECLARANT]
DECLARANT**

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____.

Notary

(stamp)

This instrument was drafted by:

**[insert Name]
[insert Address]
[insert Date]**

This instrument was drafted by:

[insert Name]
[insert Address]
[insert Date]

