

**DECLARATION FOR MAINTENANCE  
of  
STORMWATER FACILITIES**

THIS DECLARATION is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, (“Declarant”), **[address]**, in favor of the Rice Creek Watershed District, a body with powers pursuant to Minnesota Chapters 103B and 103D (“RCWD”).

WHEREAS, Declarant(s) **[marital status if an individual]** hold(s) fee interest in real property within the **[City/Township]** of \_\_\_\_\_, \_\_\_\_\_ County, Minnesota, platted and legally described as:

**[insert 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.]**

WHEREAS, the facilities on or to be located on the Property to which the maintenance requirements in the Declaration apply as **[delineated and]** labeled on the scaled site plan Attachment A and legally described on attachment B, each incorporated herein, are as follows (the Facilities):

**[list stormwater facilities as labeled on Attachment A]**

**[Note: A legal description is required only for swales, buffers or other non-structural features that cannot be clearly delineated on Attachment A.]**

WHEREAS, Declarant desires to subject the Property to certain conditions and restrictions imposed by the RCWD as a condition to issuance of RCWD Permit # \_\_\_\_\_ for the mutual benefit of the RCWD 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 live storage or capacity at or above the design volume or, where no design live 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.
3. Declarant will submit to the RCWD annually, within 30 days of the anniversary of permit issuance, a report listing inspection dates, facilities inspected, facility conditions and actions taken, and dates of actions taken.
4. If Declarant is not maintaining the stormwater treatment system in accordance with this declaration, then the RCWD may give written notice to Declarant detailing the deficiency. If the deficiency has not been corrected within twenty (20) days after receipt of this notice, or Declarant has not within that period made arrangements deemed adequate by the RCWD for the deficiency to be corrected, then the RCWD without further notice may take steps that it deems reasonable to correct the deficiency, and may have access to the property during reasonable times for that purpose. Provided, that the RCWD shall provide notice before entry and exercise due care to avoid unnecessary disturbance or damage to the property. Within thirty (30) days of receipt of invoice Declarant will reimburse the RCWD for all costs incurred, including Administrative overhead and attorneys' fees, by the RCWD in correcting the deficiency
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 RCWD referencing the permit number.

6. An executed copy of this declaration shall be filed with the \_\_\_\_\_ County **[Recorder's Office/Registrar]**, 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 acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary

(stamp)

**[CORPORATE OR PARTNERSHIP DECLARANT]  
DECLARANT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_, a  
[business entity] under the Laws of Minnesota, on behalf of Declarant.

\_\_\_\_\_  
Notary

(stamp)

This instrument was drafted by:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_