

STORMWATER MANAGEMENT AGREEMENT

THIS STORMWATER MANAGEMENT AGREEMENT (“**Agreement**”) made this ____ day of _____, 2026 by and between the City of Maple Plain, a Minnesota municipal corporation, (the “**City**”) and _____ (the “**Owner**”).

WHEREAS, the Owner is the fee owner of certain real property in the City of Maple Plain, County of Hennepin, State of Minnesota legally described on the attached Exhibit A (hereinafter referred to as the “**Subject Property**”), which the Owner has obtained the approval of the City for the development thereof; and

WHEREAS, the term “**Stormwater Management Facilities**” refers to water quality and/or water quantity facilities (*i.e.*, detention basins, retention basins, swales, pipes, oil/water separators, sand filtering devices, infiltration facilities, filtration facilities, sump structures, etc.) which are located OUTSIDE the public road right-of-way (“**ROW**”) and public easements (see attached Exhibit B); and

WHEREAS, the City has required that the Owner make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Subject Property as shown on Exhibit B attached hereto, as the same is described and depicted in those certain construction plans (“**Plans**”); and

WHEREAS, the City and Owner desire to set forth their understanding with respect to the construction, repair, and maintenance of the Stormwater Management Facilities and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Facilities.

NOW, THEREFORE, In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Construction and Maintenance of Stormwater Management Facilities. The Owner agrees to construct the Stormwater Management Facilities according to the Plans and repair and maintain the Stormwater Management Facilities at its sole cost and expense. Maintenance of the Stormwater Management Facilities shall mean (i) an inspection during the first year of operation of the Stormwater Management Facilities and, if necessary, removal of all litter, debris, sediment, and replacement of mulch, vegetation, and eroded areas to ensure establishment of healthy functioning plant life therein; and (ii) inspections in the years ending with 0 or 5 after the first year of operation, unless a legitimate reason is presented for an inspection earlier, that the Stormwater Management Facilities are functioning in accordance with the approved plans and have maintained the proper operation of the stormwater treatment as a Stormwater Management Facility according to the City standards, which are available at City Hall. If, as a result of an inspection by the Owner or City staff, it is determined that the Stormwater Management Facilities (1) have not been maintained; or (2) are not functioning as originally designed and intended; or (3) are in need of repair, the Owner agrees to restore the Stormwater Management Facilities so that it functions as it

was designed and intended. The Owner further agrees that they will not use the Stormwater Management Facilities for snow storage and will inform its snow removal contractors of this provision of the Agreement.

Owner shall be solely responsible for the repair and maintenance of the Stormwater Management Facilities and shall provide a copy of the required inspection reports of the onsite Stormwater Management Facilities to the City. A blank standard inspection report meeting the minimum reporting requirements will be provided by the City. The required long-term inspection reports shall be submitted to the City by July 15th of the required year. The City and/or its consultants and agents shall have the right to enter onto the Subject Property to conduct its own inspections and/or verify the inspection results provided by the Owner; provided, however, City shall reimburse the Owner for any actual damage to its improvements on the Subject Property that are directly damaged by the inspections on the Subject Property.

2. Owner's Default. In the event of default by the Owner as to any of the work to be performed by it hereunder, the City must give the Owner at least thirty (30) days' written notice, identifying any default and providing the Contractor with an opportunity to cure the same ("**Cure Period**"). If the Owner fails to remedy the specified default during the Cure Period, then the City may, at its option, perform the work and the Owner shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City; provided, however, if the Owner has commenced a remedy of the specified default during the Cure Period and such remedy cannot be reasonably completed during the Cure Period, the Cure Period shall be extended for a period of time not to exceed ninety (90) days from the date notice was provided on the condition that Owner is diligently pursuing the cure of the specified default. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Subject Property. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost to the Subject Property.

3. Changes to Site Configuration or Stormwater Management Facilities. If site configurations or Stormwater Management Facilities change, causing decreased effectiveness of Stormwater Management Facilities, new or improved Stormwater Management Facilities must be implemented, as approved by the City, to ensure the conditions for post-construction stormwater management continue to be met.

4. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section:

If to City:

If to Owner:

City of Maple Plain
Attn: City Administrator
5050 Independence St.
P.O. Box 97
Maple Plain, MN 55359

5. Successors and Assigns. This Agreement shall run with the land and shall be binding upon Owner’s successors and assigns with respect to the Subject Property. The terms and conditions of this Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto and their respective successors and assigns.

6. Time of the Essence. Time is of the essence in the performance of the terms and obligations of this Agreement.

7. Governing Law. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in state court located in Hennepin County, Minnesota, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

8. Entire Agreement. This Agreement and any other documents incorporated herein by reference constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

11. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute or City Code means such statute or City Code as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

12. Warrant of Authority. Owner represents and warrants that it has the authority to enter into this Agreement and upon execution and recordation to make it a covenant on the Subject Property binding all current and future owners of the Subject Property.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY:

CITY OF MAPLE PLAIN

BY: _____
Mayor

(SEAL)

BY: _____
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this __ day of _____, 2026, by Julie Maas-Kusske and Jacob Schillander, the Mayor and City Administrator, respectively, of the City of Maple Plain, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

OWNER:

[insert signature block for Owner]

This Instrument is drafted by:
City of Maple Plain
P.O. Box 97
5050 Independence Street
Maple Plain, MN 55359

EXHIBIT A

Legal Description

[insert legal based on the Final Plat]

EXHIBIT B

Plans