OPERATION AND MAINTENANCE AGREEMENT
FOR
WATER QUALITY PRACTICES

THIS AGREEMENT is made on this _____ day of ____________________________, 2020
(Effective Date), by ________________________________ (Owner), of the property
located at ___________________________________________ (Property), and the
Rice Creek Watershed District (RCWD), a Minnesota Special Purpose Unit of Government with
powers set forth at Minnesota Statutes 103B and 103D.

WHEREAS, the Owner agrees to construct a water quality project on the Property in the
approximate location depicted on the attached Exhibit A.  

WHEREAS, the RCWD agrees to cost share the water quality practice(s) in the amount
specified on the attached Exhibit B.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Owner assumes the full and sole responsibility for the installation, 
maintenance and management of the water quality project on the Property in
accordance with the approved grant application attached at Exhibit B, which meets the
RCWD standards.

2. The RCWD will not under any circumstances be responsible for the on-going physical
performance of the water quality project, or for any repairs, changes or alterations to
the same and appurtenances, and the RCWD will not be liable for the cost thereof.

3. The Owner agrees, at no cost to the RCWD, to regularly: (1) maintain the integrity
and viability of the water quality features, (2) maintain all native perennial vegetation
in the project area in a way which does not compromise the effectiveness of the design,
(3) maintain and trim all other shrubs and vegetation in the project area, (4) remove all
litter, sediment, and debris from the project area, and (5) repair or replace any grass or
other vegetation in the project area disturbed by maintenance.

4. The Owner agrees to indemnify, defend, and hold harmless the RCWD from all present
and future claims that may arise from the construction and maintenance of the water
quality project located on the Property.

5. The Owner shall allow the RCWD to bring other landowners to the Property, at
reasonable times and with prior notice to The Owner, to view the Project for the
purpose of encouraging other landowners to install similar water quality practices.

6. The Owner agrees to notify the RCWD if the property is sold, so that the new owner
can be approached about the purpose of the water quality project.

7. This agreement is valid for _____ years from the Effective Date listed above.

8. Any notice provided under this Agreement will be sent by certified mail or by personal service at the following address:

Owner: ___________________________ Dated:_________________________

_________________________ OWNER: ___________________________

The foregoing instrument was acknowledged before me this _____ day of _________________________, 2020, by ___________________________, Owner.

_________________________

Notary Public

* * * * * * * * * * * * * *

Rice Creek Watershed District Dated:_________________________

4325 Pheasant Ridge Drive NE, Suite 611 RICE CREEK WATERSHED DISTRICT:

Blaine, MN  55449 By: ___________________________

Its: ___________________________

The foregoing instrument was acknowledged before me this _____ day of _________________________, 2020, by ___________________________, the ___________________________ of the Rice Creek Watershed District, a Minnesota Special Purpose Unit of Government, on its behalf.

_________________________

Notary Public

This instrument was drafted by:
Rice Creek Watershed District
4325 Pheasant Ridge Drive NE, Suite 611
Blaine, MN  55449
Exhibit A

Feature Location – Approved Water Quality Project Plan
Exhibit B

Approved RCWD Grant Application