

**OPERATION AND MAINTENANCE AGREEMENT
FOR
WATER QUALITY PRACTICES**

THIS AGREEMENT is made on this _____ day of _____, 2023 (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 _____, 2023, by _____, Owner.

Notary Public

* * * * *

Rice Creek Watershed District
4325 Pheasant Ridge Drive NE, Suite 611
Blaine, MN 55449

Dated: _____

RICE CREEK WATERSHED DISTRICT:

By: _____

Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, 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