Crossings and Conveyance Maintenance Documents

This document contains four template instruments for maintenance of surface and subsurface crossing and conveyance structures.

* Declaration to Maintain Surface Structure (for structure on private property) – [Page 2](#Declaration_Surface)
* Declaration to Maintain Subsurface Structure (for structure on private property) – [Page 7](#Declaration_Subsurface)
* Agreement to Maintain Surface Structure (for structure on public property) – [Page 11](#Agreement_Surface)
* Agreement to Maintain Subsurface Structure (for structure on public property) – [Page 14](#Agreement_Subsurface)

The applicant must edit the appropriate template instrument and insert terms specific to the applicant and the project. The proposed final document is subject to District review and approval. The maintenance instrument is legally binding and may substantially affect your rights and obligations. The District recommends that you consult with your attorney in preparing the document.

**[Maintain 3” top margin for recording]**

**DECLARATION to MAINTAIN SURFACE STRUCTURE**

THIS DECLARATION is made 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) and **[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 & Non-Disturbance must be executed by that person or entity and included with the declaration.]**

WHEREAS, the structure 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 is as follows (the "Structure"):

**[identify crossing structure as labeled 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 it constitutes covenants to run with the Property, and further declares that the Property will be owned, used, occupied, and conveyed subject to the covenants and restrictions set forth in this Declaration, all of which will bind in perpetuity 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 Structure at least annually.
2. Declarant will maintain the Structure in good repair in perpetuity to preserve hydraulic and navigational capacity in accordance with RCWD-approved plans; provide for no net increase in flood stage beyond that of RCWD-approved plans; avoid scour, erosion and sedimentation, water quality impact and change to the existing flowline/gradient; and prevent conditions that promote hydraulic or navigational obstruction.
3. Declarant will repair eroded or other unstable conditions resulting from the Structure as promptly as weather and seasonal conditions allow.
4. If the Structure is not being maintained in accordance with this Declaration, the RCWD may give written notice detailing the deficiency. If the deficiency has not been corrected within twenty (20) days after receipt of this notice, or arrangements deemed adequate by the RCWD have not been made within that period, 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. The RCWD will provide notice before entry and exercise due care to avoid damage to the Property. Within thirty (30) days of receipt of invoice Declarant will reimburse the RCWD for all costs incurred in correcting the deficiency, including but not limited to administrative and contract costs and reasonable attorney fees.
5. Any notice under this Declaration will 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.

1. An executed copy of this Declaration is to 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. The obligations in this Declaration are established for the benefit of the RCWD as a public body and the benefit of appurtenant public resources, and are not intended as “private covenants, conditions or restrictions” within the meaning of Minnesota Statutes §500.20.

7. "Declarant" means the party that has executed this Declaration and any heir, successor, personal representative or assign of the executing party, each during that person's or party's time of ownership interest in the Property.

**[INDIVIDUAL DECLARANT]**

**DECLARANT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MINNESOTA )

 ) ss.

COUNTY OF **[County]** )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (stamp)

Notary

**[CORPORATE OR PARTNERSHIP DECLARANT]**

**DECLARANT**

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

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

STATE OF MINNESOTA )

 ) ss.

COUNTY OF **[County]** )

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (stamp)

Notary

This instrument was drafted by:

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

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

**CONSENT and NON-DISTURBANCE**

**Legal description of subject property:**

**[insert]**

\_\_\_\_\_\_\_\_\_\_\_\_ County, Minnesota

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the current holder and owner of a Mortgage, made and subscribed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, filed for record on **[insert date]**, as Document No. **[insert]**, in the Office of the County **[Recorder/Registrar]**, \_\_\_\_\_\_\_\_\_\_\_\_\_ County, Minnesota.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby consents to the attached Declaration to Maintain Surface Structure ("Declaration") by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Rice Creek Watershed District, and joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of the Mortgage, or other sale of the property described in the Declaration under judicial or non-judicial proceedings, the same shall be sold subject to the Declaration.

Signed and Executed this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 **[insert name and title]**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing Consent and Non-Disturbance was acknowledged before me this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

**[Maintain 3” top margin for recording]**

**DECLARATION to MAINTAIN SUBSURFACE STRUCTURE**

THIS DECLARATION is made 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 **[marital status if an individual]** holds 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 and **[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 & Non-Disturbance must be executed by that person or entity and included with the declaration.]**

WHEREAS, the structure within the Property to which the maintenance requirements in the Declaration apply is labeled on the scaled site plan, incorporated as Attachment A, as follows (the “Structure”):

**[identify structure as labeled 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 it constitutes covenants to run with the Property, and further declares that the Property will be owned, used, occupied, and conveyed subject to the terms of this Declaration, all of which will bind in perpetuity 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, at its cost, will maintain the Structure in good repair. Declarant will correct the structure top elevation if at any time it comes to exceed elevation [XXX] at any point beneath the channel.

2. If the Structure is not being maintained in accordance with this Declaration, the RCWD may give written notice detailing the deficiency. If the deficiency has not been corrected within sixty (60) days after receipt of this notice, or arrangements deemed adequate by the RCWD have not been made within that period, 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. The RCWD will provide notice before entry and exercise due care to avoid damage to the Property. Within thirty (30) days of receipt of invoice, Declarant will reimburse the RCWD for all costs incurred in correcting the deficiency, including but not limited to administrative and contract costs and reasonable attorney fees.

3. Any notice under this Declaration will 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.

4. An executed copy of this Declaration is to 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. The obligations in this Declaration are established for the benefit of the RCWD as a public body and the benefit of appurtenant public resources, and are not intended as “private covenants, conditions or restrictions” within the meaning of Minnesota Statutes §500.20.

**[INDIVIDUAL DECLARANT]**

**DECLARANT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MINNESOTA

COUNTY OF **[County]**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (stamp)

Notary

**[CORPORATE OR PARTNERSHIP DECLARANT]**

**DECLARANT**

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

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

STATE OF MINNESOTA

COUNTY OF **[County]**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (stamp)

Notary

This instrument was drafted by:

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

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

**CONSENT and NON-DISTURBANCE**

**Legal description of subject property:**

**[insert]**

\_\_\_\_\_\_\_\_\_\_\_\_ County, Minnesota

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the current holder and owner of a Mortgage, made and subscribed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, filed for record on **[insert date]**, as Document No. **[insert]**, in the Office of the County **[Recorder/Registrar]**, \_\_\_\_\_\_\_\_\_\_\_\_\_ County, Minnesota.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby consents to the attached Declaration to Maintain Subsurface Structure ("Declaration") by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Rice Creek Watershed District, and joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of the Mortgage, or other sale of the property described in the Declaration under judicial or non-judicial proceedings, the same shall be sold subject to the Declaration.

Signed and Executed this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 **[insert name and title]**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing Consent and Non-Disturbance was acknowledged before me this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**AGREEMENT to MAINTAIN SURFACE STRUCTURE**

**Between the Rice Creek Watershed District and**

**[NAME OF PERMITTEE]**

This Agreement is made by and between the Rice Creek Watershed District, a watershed district with purposes and powers set forth at Minnesota Statutes Chapters 103B and 103D and a drainage authority pursuant to chapter 103E of the laws of the State of Minnesota (RCWD), and ***[name and description of public permittee]*** (“Permittee”).

## Recitals and Statement of Purpose

**WHEREAS** pursuant to Minnesota Statutes § 103D.345, the RCWD has adopted and implements Rule G, “Regional Conveyance Systems,” and Rule I, “Public Drainage Systems”;

**WHEREAS** RCWD Rule ***[G or I]*** imposes certain requirements to ensure a structure placed in a [waterbody/drainage system] is maintained to perform as designed;

**WHEREAS** as a part of the work approved under Permit \_\_\_\_\_\_\_\_\_, Permittee is installing a structure on property located at ***[address]*** within a ***[waterbody/drainage system]*** subject to requirements of RCWD Rule ***[G/I]***.

**WHEREAS** in accordance with RCWD Rule ***[G or I]*** and as a condition of Permit \_\_\_\_\_\_\_\_\_, Permittee must maintain the structure in perpetuity, and its obligation to do so must be memorialized by a maintenance agreement;

**WHEREAS** Permittee and the RCWD execute this Agreement to fulfill this condition of Permit \_\_\_\_\_\_, and concur that it is binding and rests on mutual valuable consideration;

**THEREFORE:**

1. Permittee, at its cost, will maintain the structure labeled on Exhibit A as ***[state name of structure as labeled on exhibit]***.

2. Permittee will inspect the structure at least annually.

3. Permittee will maintain the structure in good repair to preserve hydraulic and navigational capacity in accordance with RCWD-approved plans; provide for no net increase in flood stage beyond that of RCWD-approved plans; avoid scour, erosion and sedimentation, water quality impact and change to the existing flowline/gradient; and prevent conditions that promote hydraulic or navigational obstruction.

4. Permittee will repair eroded or other unstable conditions resulting from the structure as promptly as weather and seasonal conditions allow.

5. If the structure is not being maintained in accordance with this Agreement, the RCWD may give written notice detailing the deficiency. If the deficiency has not been corrected within twenty (20) days after receipt of this notice, or arrangements deemed adequate by the RCWD have not been made within that period, 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. The RCWD will provide notice before entry and exercise due care to avoid damage to the Property. Within thirty (30) days of receipt of invoice, Permittee will reimburse the RCWD for all costs incurred in correcting the deficiency, including but not limited to administrative and contract costs and reasonable attorney fees.

6. Any notice under this Agreement will be sent by certified mail, return receipt requested, or delivered to the following address:

**[insert Permittee’s name & address]**

Permittee may change this address by a certified letter to the RCWD referencing the permit number.

7. If Permittee conveys into private ownership a fee interest in all or any portion of the public property that is subject to this Agreement, it must require as a condition of conveyance, and enforce: (a) that the acquiring party record a declaration on the property incorporating the maintenance requirements of this Agreement; and (b) that recordation occur either before any encumbrance is recorded on the property or, if after, only as accompanied by a subordination and non-disturbance executed by the encumbrance holder providing for the declaration to run with the land in perpetuity. If Permittee conveys into public ownership a fee interest in all or any portion of the property that is subject to this Agreement, it must require as a condition of the conveyance agreement that the acquiring party accept an assignment of all obligations vested under this Agreement.

8. This Agreement is in force for five years from the date on which it is fully executed and will renew automatically for five-year terms unless terminated by the parties. This Agreement may be amended only in a writing signed by the parties.

9. The recitals are incorporated as a part of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement.

### **RICE CREEK WATERSHED DISTRICT**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

 RCWD Administrator, Nicholas Tomczik

**[FULL NAME OF PERMITTEE]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

 Its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A

[SITE PLAN/MAP WITH STRUCTURE LABELLED]

**AGREEMENT to MAINTAIN SUBSURFACE STRUCTURE**

**Between the Rice Creek Watershed District and**

**[NAME OF PERMITTEE]**

This Agreement is made by and between the Rice Creek Watershed District, a watershed district with purposes and powers set forth at Minnesota Statutes Chapters 103B and 103D and a drainage authority pursuant to chapter 103E of the laws of the State of Minnesota (RCWD), and ***[name and description of public permittee]*** (“Permittee”).

## Recitals and Statement of Purpose

**WHEREAS** pursuant to Minnesota Statutes § 103D.345, the RCWD has adopted and implements Rule G, “Regional Conveyance Systems,” and Rule I, “Public Drainage Systems”;

**WHEREAS** RCWD Rule ***[G or I]*** imposes certain requirements to ensure a structure placed below the bed of a ***[waterbody/drainage system]*** is maintained to perform as designed;

**WHEREAS** as a part of the work approved under Permit \_\_\_\_\_\_\_\_\_, Permittee is installing a structure on property located at ***[address]*** below the bed of a ***[waterbody/drainage system]*** subject to requirements of RCWD Rule ***[G/I]***.

**WHEREAS** in accordance with RCWD Rule ***[G or I]*** and as a condition of Permit \_\_\_\_\_\_\_\_\_, Permittee must maintain the structure in perpetuity, and its obligation to do so must be memorialized by a maintenance agreement;

**WHEREAS** Permittee and the RCWD execute this Agreement to fulfill this condition of Permit \_\_\_\_\_\_, and concur that it is binding and rests on mutual valuable consideration;

**THEREFORE:**

1. Permittee, at its cost, will maintain the structure labeled on Exhibit A as ***[state name of structure as labeled on exhibit]***.

3. Permittee will maintain the structure in good repair in accordance with RCWD-approved plans incorporated into Permit .

4. Permittee will correct the structure if the top elevation comes to exceed the elevation

stated in the approved plans by more than 12 inches at any point beneath the channel.

5. If the structure is not being maintained in accordance with this declaration, the RCWD may give written notice detailing the deficiency. If the deficiency has not been corrected within sixty (60) days after receipt of this notice, or arrangements deemed adequate by the RCWD have not been made within that period, 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. The RCWD will provide notice before entry and exercise due care to avoid damage to the property. Within thirty (30) days of receipt of invoice, Permittee will reimburse the RCWD for all costs incurred in correcting the deficiency, including but not limited to contract and administrative costs and reasonable attorney fees.

6. Any notice under this Agreement will be sent by certified mail, return receipt requested, or delivered to the following address:

**[insert Permittee’s name & address]**

Permittee may change this address by a certified letter to the RCWD referencing the permit number.

7. If Permittee conveys into private ownership a fee interest in all or any portion of the public property that is subject to this Agreement, it must require as a condition of conveyance, and enforce: (a) that the acquiring party record a declaration on the property incorporating the maintenance requirements of this Agreement; and (b) that recordation occur either before any encumbrance is recorded on the property or, if after, only as accompanied by a subordination and non-disturbance executed by the encumbrance holder providing for the declaration to run with the land in perpetuity. If Permittee conveys into public ownership a fee interest in all or any portion of the property that is subject to this Agreement, it must require as a condition of the conveyance agreement that the acquiring party accept an assignment of all obligations vested under this Agreement.

8. This Agreement is in force for five years from the date on which it is fully executed and will renew automatically for five-year terms unless terminated by the parties. This Agreement may be amended only in a writing signed by the parties.

9. The recitals are incorporated as a part of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement.

### **RICE CREEK WATERSHED DISTRICT**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

 RCWD Administrator, Nicholas Tomczik

**[FULL NAME OF PERMITTEE]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

 Its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A

[SITE PLAN/MAP WITH STRUCTURE LABELLED]