

TRANSFER ENTERED
HENNEPIN COUNTY TAXPAYER SERVICES

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OFFICE OF COUNTY RECORDER
HENNEPIN COUNTY, MINNESOTA

DEC 30 2003

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CERTIFIED FILED AND OR
RECORDED BY

2003 DEC 30 AM 9:28

AS DOCUMENT #

Michael 8262762 REC.

HENNEPIN COUNTY MINN
BY  DEPUTY

BY  DEPUTY

OAKS OF SAVANNAH

OPERATIONS AND MAINTENANCE AGREEMENT FOR
STORMWATER MANAGEMENT/SEDIMENTATION PONDS

THIS AGREEMENT is entered into this 19th day of December, 2003, between the City of Champlin, a municipal corporation under the laws of Minnesota, hereinafter referred to as the "City" and Centex Homes - Midwest Region of 12400 Whitewater Drive, Suite 120, Minnetonka, MN 55343, a Nevada general partnership by Centex Real Estate Corporation, its managing general partner, its successors and assign, hereinafter referred to as the "Owner." It is intended that the term "Owner" shall also apply to successors and assigns of the Owner.

WHEREAS, the Owner holds title to certain property within the City of Champlin, County of Hennepin, described as:

Outlot B, Oaks of Savannah (hereinafter referred to as the "Property").

WHEREAS, in order to develop the Property, the Owners are required to construct stormwater sedimentation ponds to collect storm water drainage.

WHEREAS, said Outlot B shall be dedicated to the City of Champlin and maintained by the Oaks of Savannah Homeowner's Association in accordance with the conditions contained within this agreement.

➔ NOW, THEREFORE, the parties hereby agree that operation and maintenance of said ponds and drainage ways is the sole responsibility of the Owner; and

WHEREAS, the parties further agree that in consideration of approving development on the Property and in consideration of the City's agreement to allow Owner's storm ponds to be connected to the City's storm drainage system, the Owners agree to perform the following:

1. Maintain the structural integrity and ensure proper function of all outlet structures as required.
2. Correct any erosion of the pond slopes in a prompt manner.

3. Remove all floatable debris from the pond/s on a weekly basis during the open water season.
4. Dredging to remove accumulated sediment shall be performed as required to maintain bottom elevations within 1' of the pond's design elevation.
5. Spoil material resulting from dredging operations shall be properly disposed of off site by the Owner.
6. Any damage to the vegetative cover above the dead storage level of the pond/s as the result of maintenance activities shall be promptly restored within 72 hours of disturbance.
7. Weed control and any other maintenance activities to the pond or its appurtenances not described herein shall be completed in a timely manner and shall comply with the preservation of the natural state of pond and buffer.
8. The integrity of the pond buffer area for ponds shall be protected. The Developer shall be required to identify the preservation buffer with wetland pond buffer signs located at the intersection of each property line easement edge.
9. Pond buffer signs shall be installed and maintained and, if disturbed, signs shall be replaced within 30 days.
10. Pumping out of the water in the pond shall be permitted in accordance with DNR regulations.
11. Augmentation of water level of pond through the use of municipal or well water shall be governed by applicable City, DNR and Health Department and Watershed Districts.

THE OWNER FURTHER AGREES THAT:

1. Because damage to or faulty operation of said ponds and drainage ways constructed on the Property could result in contamination, flooding, or other damage to the City systems or other properties, the City may, on its own volition after 30 calendar days notice to the Owner, perform such work as is necessary, and the Owner shall reimburse the City for the cost of labor, materials and equipment used in the work, plus a fixed charge of forty percent (40%) of said costs as reimbursement for the proportionate cost of insurance, PERA contributions, vacations, sick leave, clerical and other miscellaneous costs.
2. Any and all cost incurred by the City pursuant to this Agreement shall be deemed to have been incurred for the removal or elimination of public health or safety hazards from private property within the meaning of Minnesota statutes, Section 429.101©. If the Owner fails to pay such costs, the City may levy a special assessment against the Property for the amount of such costs, as provided in Minnesota Statutes, Section 429.101.

3. The Owner agrees to indemnify and hold the City harmless from any claim for damages or other relief arising out of or in connection with any work done by the City on said ponds and drainage ways and the accessories connected thereto, unless arising out of the negligence or wrongful act of the City or its agents.
4. IN TESTIMONY WHEREOF, the Owner has caused these presents to be executed the day and year first above written.

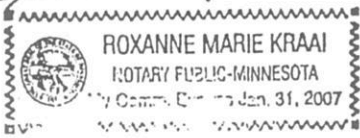
NAME: CENTEX HOMES, a Nevada general Partnership by Centex Real Estate Corporation, its managing general partner

BY: *ASR*
SCOTT RICHTER
 ITS: DIVISION PRESIDENT

BY: _____
 ITS: _____

STATE OF MINNESOTA)
)SS
 COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 19th day of December, 2003, by Scott Richter and _____ the Division President and _____ of Centex Homes, Minnesota Corporation, on behalf of the corporation.

Roxanne M. Kraai

 ROXANNE MARIE KRAAI
 NOTARY PUBLIC-MINNESOTA
 My Comm. Expires Jan. 31, 2007

*Drafted by
 City of Champlin
 11955 Champlin Dr.
 Champlin MN 55316*