

**STORMWATER FACILITIES MAINTENANCE AGREEMENT
AND RESTRICTIVE COVENANT**

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant (this “**Maintenance Agreement and Covenant**”) is made this _____ day of June, 2012, by and between the City of Tonka Bay, a Minnesota municipal corporation, having its principal offices at 4901 Manitou Road, Tonka Bay, Minnesota 55331 (the “**City**”), and Michael R. Johander, an individual currently residing at 27630 Virginia Cove, Excelsior, Minnesota 55331 (the “**Owner**” or “**Johander**”). The City and Johander are sometimes collectively referred to hereafter as the “**Parties**.”

RECITALS

WHEREAS, Johander is the owner of fee title or a substantial beneficial interest in certain real property commonly described as 245 West Point Road, in the City of Tonka Bay, Hennepin County, Minnesota (the “**Property**”) and legally described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with Johander's proposed development of the Property, Johander has agreed at the City's request to construct a stormwater collection and detention system (the “**Detention System**”); and

WHEREAS, Johander has proposed to install a Detention System designed and manufactured by Triton Stormwater Solutions™, as more particularly described and shown on a construction drawing prepared by the engineering firm of Gronberg and Associates, Inc. for the Owner's Property, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference (“**Detention System Drawing**”); and

WHEREAS, as a condition of project approval, the Parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the Detention System

will be constructed and maintained in accordance with the approved plans and the City's development standards;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

T E R M S

Section 1. Construction and Maintenance. Owner agrees to construct and maintain a stormwater collection and detention system on the Property, as shown on the Drainage System Drawing. Owner agrees to maintain and preserve the Detention System in keeping with manufacturer specifications and governmental standards until such time as the City, its successors or assigns, reasonably determines that the Detention System requires modification or enhancement to properly attenuate stormwater collection and retention at the Property.

Section 2. No Modification or Removal. No part of the Detention System shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement, or to meet prevailing governmental standards for stormwater attenuation at the Property.

Section 3. Access. The City shall have the right to ingress and egress over those portions of the Property described in Exhibit A in order to access the Detention System for inspection and to reasonably monitor system performance, operational flows or defects. Except in the case of emergencies, the City agrees to limit its inspection rights to normal business hours.

Section 4. Reporting. The Owner shall be responsible for inspecting and maintaining the stormwater treatment and conveyance system, at minimum, on an annual basis. The Owner shall provide written confirmation to the City Engineer, by September 1st of each year, stating that inspection and maintenance have been completed (the “**Inspection Report**”).

Section 5. Repairs, Failure of Owner to Maintain. If at any time the City Engineer does not receive the Inspection Report, and the City determines that maintenance or repair work is required to be performed on the Detention System, the City Engineer or his/her designee shall give written notice to the Owner of the system deficiency(ies). The City Engineer shall also set a reasonable time in which the Owner shall cause to have performed the necessary repairs. If the repair or maintenance work required by the City Engineer is not completed within the time set by him/her, the City may perform the required maintenance and/or repair, all at Owner's expense. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the City Engineer, there exists an imminent or present danger to the Detention System, the City's facilities or the public health

and safety, such 15-day period will be waived and maintenance and/or repair work will begin immediately.

Section 6. Cost of Repairs and/or Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and repairs to the Detention System, including all associated engineer's fees, attorney's fees and administrative costs. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest at the then-current legal rate, as liquidated damages.

Section 7. Notice to City of Repairs and/or Maintenance. The Owner is hereby required to obtain written approval from the City Engineer prior to performing any repairs or modifications to the Detention System.

Section 8. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 9. Terms Run with the Property. The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 10. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

If to the City:

City Engineer
City of Tonka bay
4901 Manitou Road
Tonka Bay, MN 55331

If to the Owner:

Michael Johander
245 West Point Road
Tonka Bay, MN 55331

Section 11. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

CITY OF TONKA BAY:

By: _____
William LaBelle

Its: Mayor

By: _____
Joe Kohlman

Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by William LaBelle, Mayor of the City of Tonka Bay, a Minnesota municipal corporation, on behalf of the corporation.

Date: _____

Notary Public, State of _____

My Commission Expires _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Joe Kohlman, City Administrator of the City of Tonka Bay, a Minnesota municipal corporation, on behalf of the corporation.

Date: _____

Notary Public, State of _____

My Commission Expires _____

EXHIBIT A

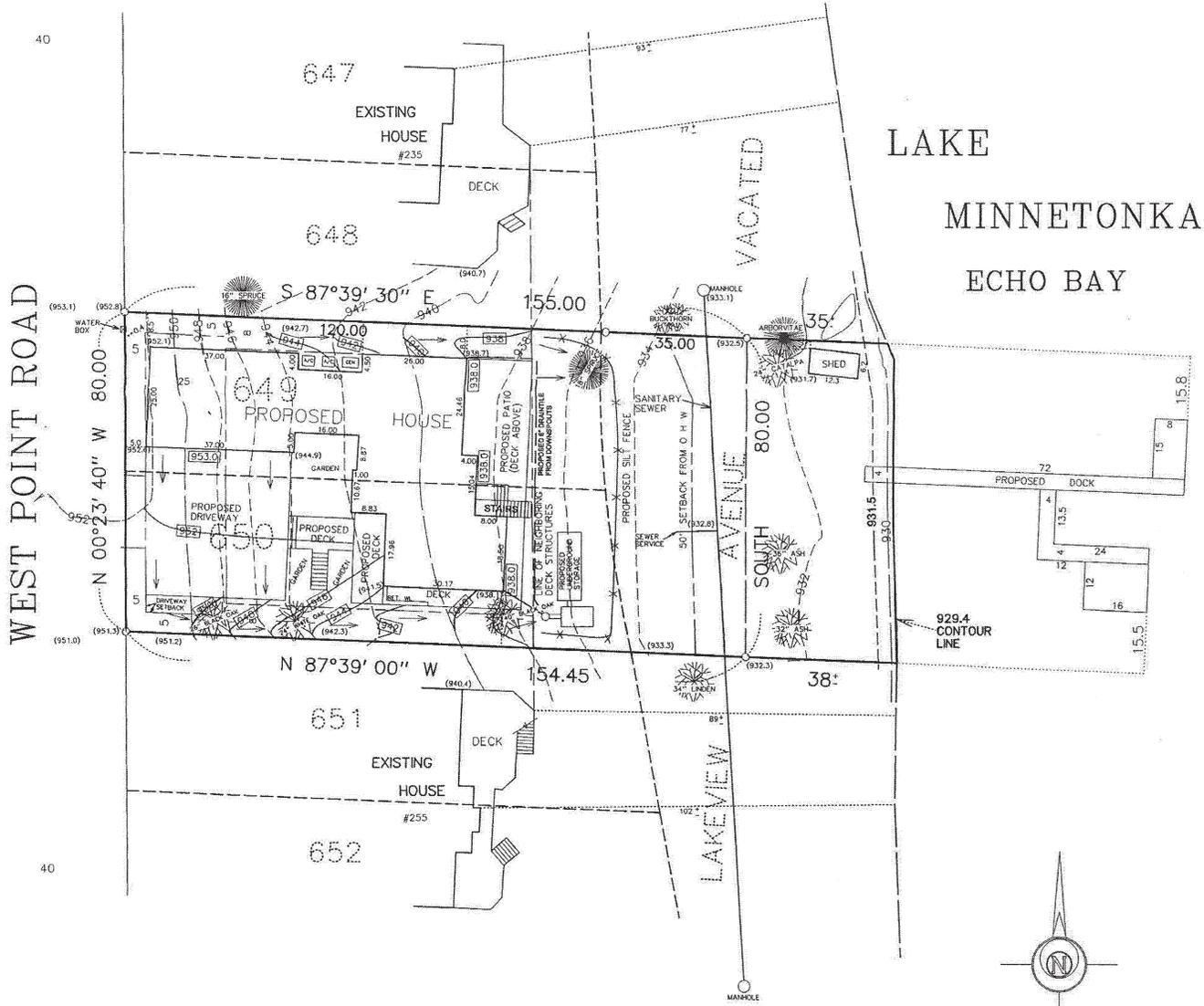
LEGAL DESCRIPTION

Lots 649 and 650, all in MINNETONKA LAKE PARK, and that part of MINNETONKA LAKE PARK, described as all of the land formerly part of Lakeview Avenue and now vacated which is easterly of Lots 649 and 650 MINNETONKA LAKE PARK and which is included between the northerly and southerly lines of said lots, if said lines were extended in the same direction to Lake Minnetonka.

EXHIBIT B
APPROVED DRAINAGE SYSTEM PLAN

CERTIFICATE OF SURVEY FOR MICHAEL R. JOHANDER

OF LOTS 649 & 650, & PART OF LAKEVIEW AVE. VACATED, MINNETONKA LAKE PARK
HENNEPIN COUNTY, MINNESOTA



LEGAL DESCRIPTION OF PREMISES :

Lots 649 and 650, all in MINNETONKA LAKE PARK, and that part of MINNETONKA LAKE PARK, described as all of the land formerly part of Lakeview Avenue and now vacated which is easterly of Lots 649 and 650 MINNETONKA LAKE PARK and which is included between the northerly and southerly lines of said lots, if said lines were extended in the same direction to Lake Minnetonka.

- o : denotes iron marker
- (951.3): denotes existing spot elevation, mean sea level datum
- 938---: denotes existing contour line, mean sea level datum
- 931.5---: denotes 931.5 contour line, mean sea level datum
- Bearings shown are based upon an assumed datum.
- [938.0]: Denotes proposed spot elevation
- [942]: Denotes proposed contour line

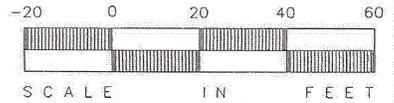
This survey intends to show the boundaries of the above described property, and the decks and lakeside faces of the adjoining houses, and the proposed location of a proposed house. It does not purport to show any other improvements or encroachments.

PROPOSED ELEVATIONS (PER ARCHITECT)

- 1) LOWER LEVEL = 938.5
- 2) UPPER LEVEL = 951.0
- 3) GARAGE = 953.0

NOTE: AVERAGE GROUND ELEVATION AT 5 CORNERS OF PROPOSED HOUSE = 944.6
TOTAL GROSS AREA OF LOWER LEVEL AND UPPER LEVEL = 4420 S.F. PER ARCHITECT + 76SF SHED
LOT AREA=15305+- S.F.
4496/15305 X 100=29.38% FLOOR AREA RATIO

NOTE: ADD 6 INCHES OF TOPSOIL TO ALL DISTURBED AREAS AND THEN ADD SOD FOR PERMANENT VEGETATIVE COVER
NOTE: ALL EXISTING TREES AND VEGETATION OUTSIDE OF THE PROPOSED SILT FENCE SHALL BE SAVED AND PROTECTED.



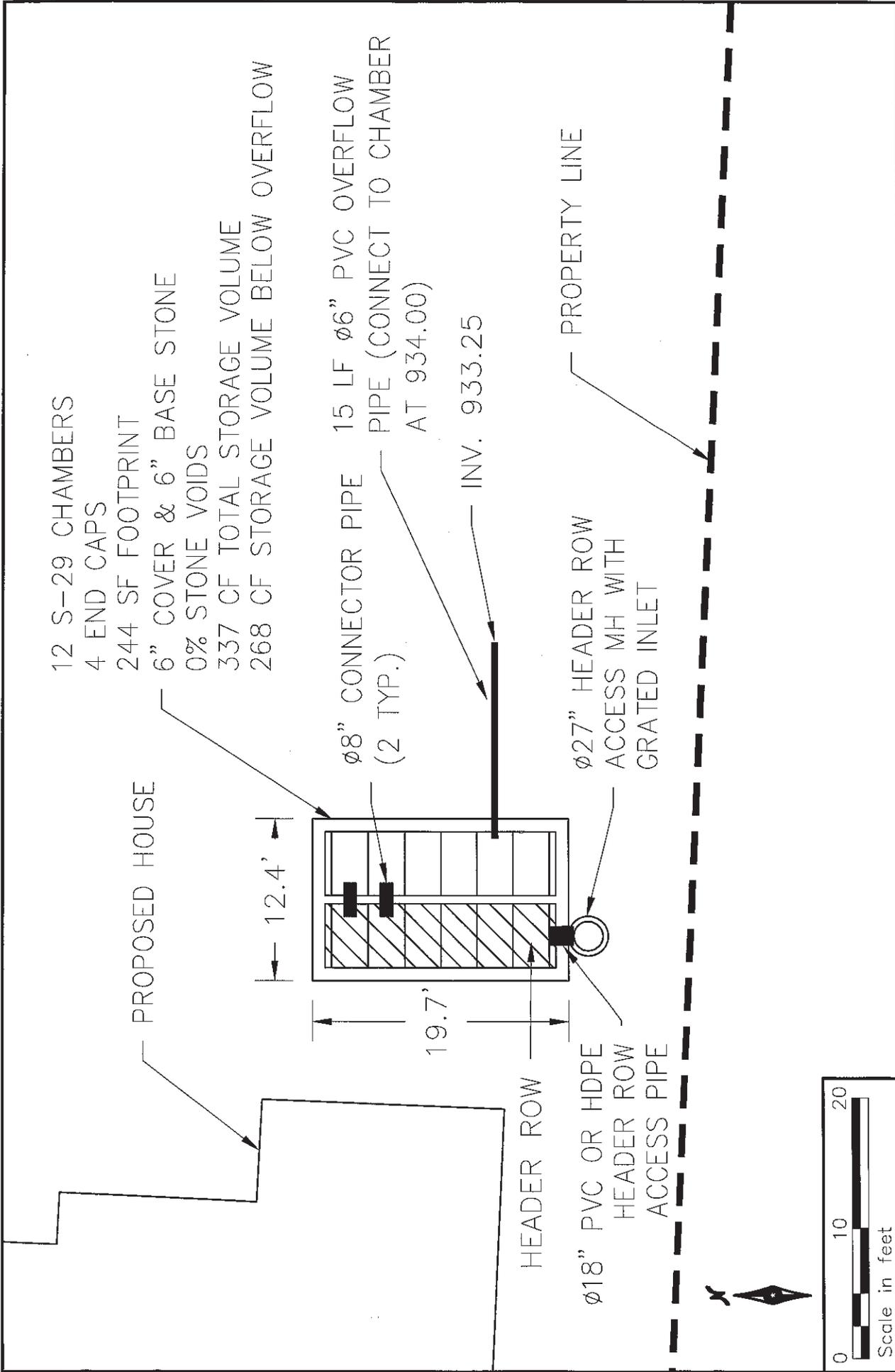
DRAWN	REVISION	DATE	DESCRIPTION
	1	6-4-12	
	2	6-7-12	DRAINTILE FROM ROOF DOWNSPOUT TO C.B.
CHECKED			
JOB NO.			
12-0738			


GRONBERG AND ASSOCIATES, INC.
 CONSULTING ENGINEERS, LAND SURVEYORS, & SITE PLANNERS
 445 NORTH WILLOW DRIVE
 LONG LAKE, MN. 55356
 952-473-4141

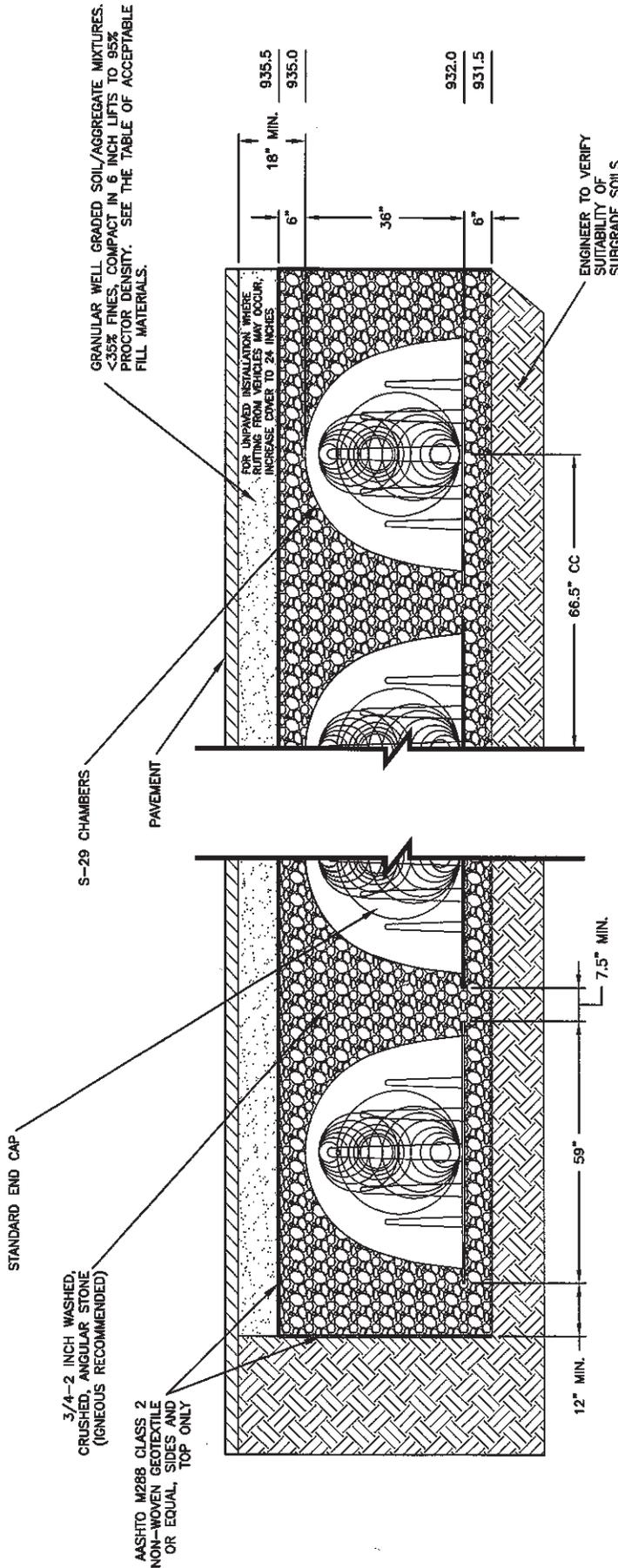
I hereby certify that this plan, specification, or report was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.


 Mark S. Gronberg Minnesota License Number 12755

SCALE
1"=20'
DATE
5-2-12
JOB NO.
12-0738



 			TRITON LAYOUT		OWNER: MICHAEL JOHANDER		DISTRIBUTED EXCLUSIVELY IN MN BY:		DESIGNED BY: DJM		
	9854 EAST GRAND RIVER, SUITE 110, #176 BRIGHTON, MI 48116 PHONE: (810) 222-7652 • FAX: (810) 222-1769 WWW.TRITONSW.COM		JOHANDER PROPERTY MINNETONKA LAKE PARK MN		ENGINEER: GRONBERG & ASSOCIATES, INC.		CONTRACTOR: TBD		ROYAL A Division of The Green Building Center 30622 FOREST BOULEVARD, P.O. BOX 430 STACY, MN 55079 PHONE: (800) 817-3240 • FAX: (651) 462-6890 WWW.ROYALENTERPRISES.NET		REVISIONS: DJM 6-7-12



GRANULAR WELL GRADED SOIL/AGGREGATE MIXTURES. <35% FINES, COMPACT IN 6 INCH LIFTS TO 95% PROCTOR DENSITY. SEE THE TABLE OF ACCEPTABLE FILL MATERIALS.

18" MIN.
6"
36"
6"
935.5
935.0

932.0
931.5

ENGINEER TO VERIFY SUITABILITY OF SUBGRADE SOILS

S-29 CHAMBERS

PAVEMENT

FOR UNPAVED INSTALLATION, WHERE RUTTING FROM VEHICLES MAY OCCUR, INCREASE COVER TO 24 INCHES

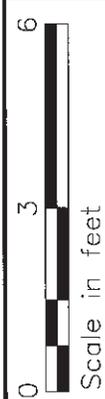
66.5' CC

STANDARD END CAP

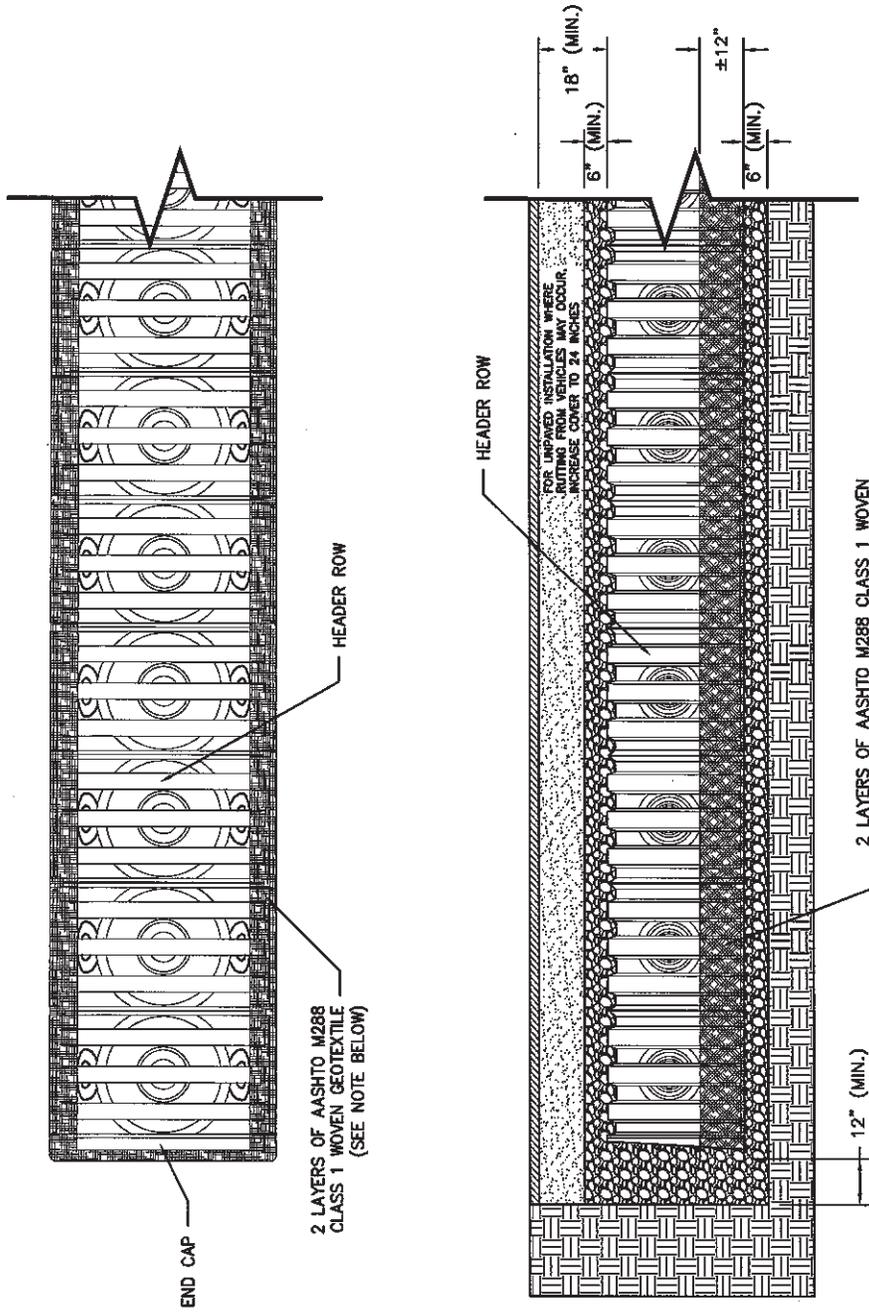
3/4-2 INCH WASHED, CRUSHED, ANGULAR STONE (IGNEOUS RECOMMENDED)

AASHTO M288 CLASS 2 NON-WOVEN GEOTEXTILE OR EQUAL, SIDES AND TOP ONLY

12" MIN.
59"
7.5" MIN.



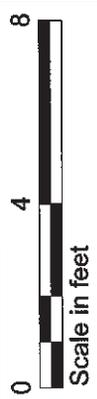
			
			
9864 EAST GRAND RIVER, SUITE 110, #178 BRIGHTON, MI 48116 PHONE: (810) 222-7662 • FAX: (810) 222-1769 WWW.TRITONSW.COM		JOHANDER PROPERTY MINNETONKA LAKE PARK, MN 6-4-12	
OWNER: ENGINEER: CONTRACTOR:	MICHAEL JOHANDER GRONBERG & ASSOCIATES, INC. TBD	DISTRIBUTED EXCLUSIVELY IN MN BY:	DESIGNED BY: DIM REVISIONS:
30822 FOREST BOULEVARD, P.O. BOX 430 STACY, MN 56079 PHONE: (800) 817-3240 • FAX: (651) 462-6860 WWW.ROYALENTERPRISES.NET		Royal A Division of King Construction, Inc.	



2 LAYERS OF AASHTO M288 CLASS 1 WOVEN GEOTEXTILE (SEE NOTE BELOW)

- NOTES:**
- SEE ACCESS DETAIL FOR TRITON HEADER ROW ACCESS
 - EACH LAYER OF GEOTEXTILE TO BE PLACED AS ONE PIECE, LENGTHWISE UNDER HEADER ROW CHAMBERS
 - 7.0' WIDTH FOR S-29 CHAMBERS
 - 5.5' WIDTH FOR C-10 CHAMBERS
 - 5.0' WIDTH FOR M-6 CHAMBERS

2 LAYERS OF AASHTO M288 CLASS 1 WOVEN GEOTEXTILE TO BE PLACED BELOW HEADER ROW CHAMBERS AND EXTENDED UPWARD ALONG THE CHAMBERS APPROXIMATELY 1' ON SIDES AND ENDS



CONCEPTUAL PLAN DISCLAIMER:
 THIS GENERIC DETAIL DOES NOT ENCOMPASS THE SIZING, FIT, AND APPLICABILITY OF THE TRITON CHAMBER SYSTEM FOR THIS SPECIFIC PROJECT. IT IS THE ULTIMATE RESPONSIBILITY OF THE DESIGN ENGINEER TO ASSURE THAT THE STORMWATER SYSTEM DESIGN IS IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. TRITON PRODUCTS MUST BE DESIGNED AND INSTALLED IN ACCORDANCE WITH TRITON'S MINIMUM REQUIREMENTS. TRITON STORMWATER SOLUTIONS AND ROYAL ENVIRONMENTAL SYSTEMS INC. DO NOT APPROVE PLANS, SIZING, OR SYSTEM DESIGNS. THE DESIGN ENGINEER IS RESPONSIBLE FOR ALL DESIGN DECISIONS.

9864 EAST GRAND RIVER, SUITE 110, #176
 BRIGHTON, MI 48116
 PHONE: (810) 222-7652 • FAX: (810) 222-1769
 WWW.TRITONSWS.COM

TRITON HEADER ROW WITH FILTER FABRIC

TRITON - STANDARD DETAILS

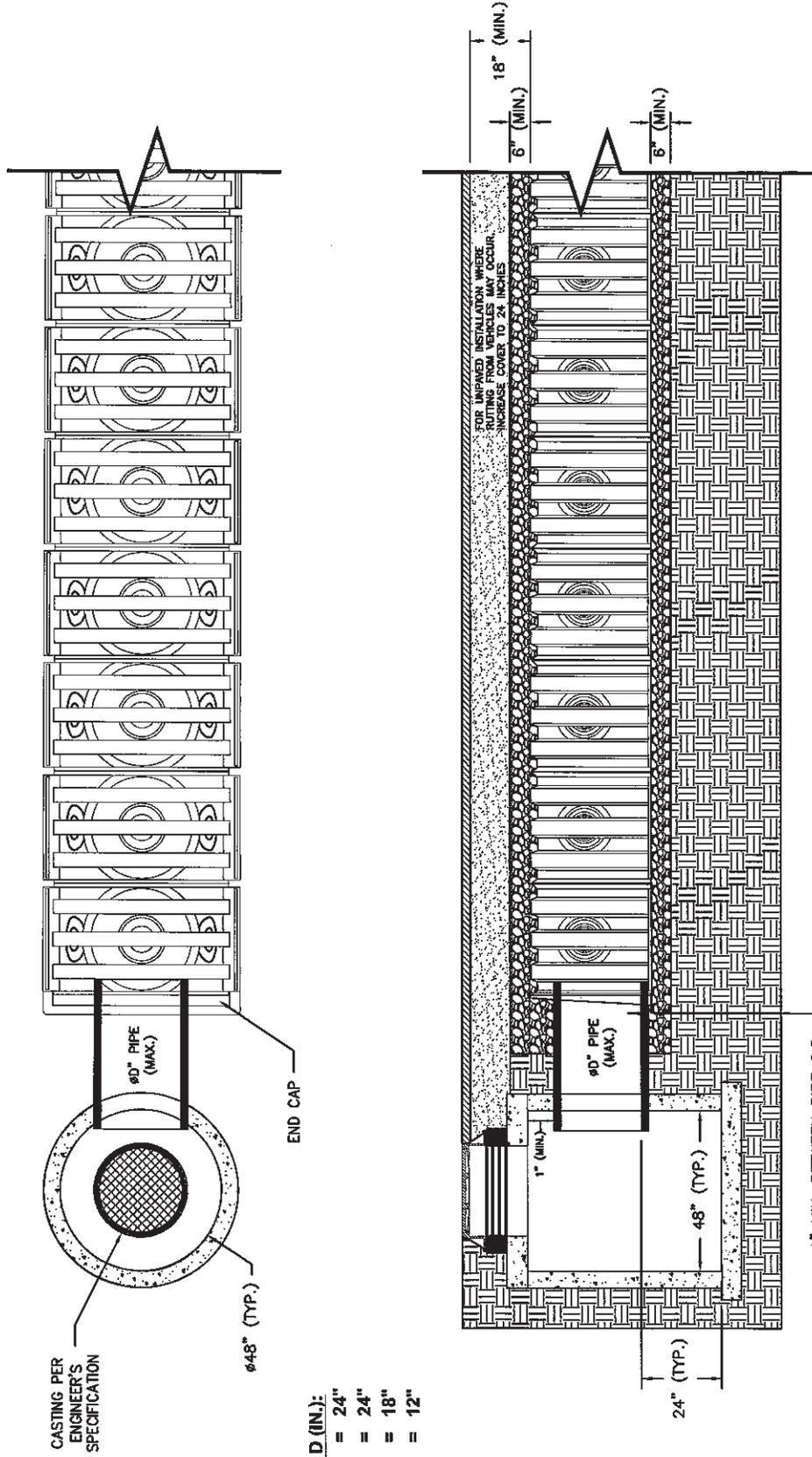
REVISED: 1-27-11 LRH

DISTRIBUTED EXCLUSIVELY IN MN BY:

30622 FOREST BOULEVARD, P.O. BOX 430
 STACY, MN 55079
 PHONE: (800) 817-3240 • FAX: (651) 462-6690
 WWW.ROYALENTERPRISES.NET

NOTES:

1. PIPE/MANHOLE CONNECTION TO BE GROUTED.
2. PIPE/CHAMBER CONNECTIONS PER LATEST INSTALLATION INSTRUCTIONS.



- MAX PIPE DIAMETER, D (IN.):**
- S-29 CHAMBERS = 24"
 - S-22 CHAMBERS = 24"
 - C-10 CHAMBERS = 18"
 - M-6 CHAMBERS = 12"



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GREEN CHECKMARK
 TRITON STORMWATER SOLUTIONS
 U.S. GREEN BUILDING COUNCIL LEEDS

9884 EAST GRAND RIVER, SUITE 110, #176
 BRIGHTON, MI 48116
 PHONE: (810) 222-7652 • FAX: (810) 222-1769
 WWW.TRITONSW.COM

**TRITON ACCESS
 MANHOLE CONNECTION**

TRITON - STANDARD DETAILS

REVISED:
 5-21-12 LRH

DISTRIBUTED EXCLUSIVELY IN MIN BY:

ROYAL ENVIRONMENTAL SYSTEMS, INC.
 A Division of Royal Environmental America

30622 FOREST BOULEVARD, P.O. BOX 430
 STACY, MN 55079
 PHONE: (800) 817-3240 • FAX: (651) 462-6990
 WWW.ROYALENTERPRISES.NET