

MEMORANDUM OF AGREEMENT
BETWEEN ANOKA COUNTY AND THE CITY OF RAMSEY
FOR PUBLIC WORK IMPROVEMENTS
RELATED TO THE RAMSEY TOWN CENTER DEVELOPMENT

This Agreement is made and entered into this _____ day of _____, 2015, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 3rd Avenue North, Anoka, Minnesota 55303, hereinafter referred to as the "County" and the City of Ramsey, a Minnesota municipal corporation, 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303, hereinafter referred to as the "City."

WHEREAS, the City and the County entered into a Joint Powers Agreement dated April 12, 2005, to delineate responsibilities for construction of public works improvements related to the Ramsey Town Center Development ("JPA"); and

WHEREAS, Section 1. A. of the JPA provides that the County would accommodate storm water pipe and storage ponds for the Ramsey Town Center Development ("RTC") on County Property, which is legally described as Outlot B Tooth Acres, according to the map or plat thereof on file in the office of the Anoka County Registrar of Titles, Anoka County, Minnesota ("County Property"); and

WHEREAS, Section 6.D of the JPA also provides that the City was required to construct a storm water pipe and storage pond system on the County Property with sufficient capacity to accommodate the storm water runoff from the RTC and runoff for the County roadways in and around the development area, including all roadways and ditches that now naturally drain toward the intersections of Bunker Lake Boulevard and Highway 10, inclusive of Armstrong Boulevard and Ramsey Boulevard, as said roadways were to be configured in accordance with the JPA; and

WHEREAS, the City has constructed a storm water pipe and storage ponds on the County Property of sufficient capacity to accommodate storm water runoff from the RTC and the County road system ("Storm Sewer System"); and

WHEREAS, the Storm Sewer System consists of two ponds on the County Property, the northerly pond being somewhat round in shape, and the southerly pond being long and narrow, connected together by an underground culvert, as depicted in the attached Exhibit 1; and

WHEREAS, the City is currently in the process of designing and constructing a frontage road along the south side of Highway 10, part of which

will cross part of the County Property as depicted in Exhibit 1 (“Riverdale Drive”); and

WHEREAS, construction of Riverdale Drive will require a change to the Storm Sewer System; and

WHEREAS, the City and the County are entering into this Agreement for the purpose of describing the responsibilities of each party to (i) facilitate the construction of Riverdale Drive; (ii) facilitate the construction of improvements to the Storm Sewer System, (iii) describe the exchange of property and/or property interests between the County and the City to accomplish the same; and (iv) define the responsibilities of the parties to maintain the Storm Sewer System.

NOW, THEREFORE, in consideration of the mutual covenants and promises stated herein, the parties do hereby agree as follows:

1. Riverdale Drive.

To facilitate the construction of Riverdale Drive the County shall convey to the City that part of the County Property depicted in the attached Exhibit 1 as parcel A, (“Riverdale Road Property”). The County currently has a trail over the Riverdale Road Property. The County’s conveyance shall specifically reserve an easement for trail purposes over that portion of the Riverdale Road Property overlying the storm sewer pipe. Conveyance of the Riverdale Road Property will require the preparation of a registered land survey. The County shall prepare the registered land survey, which pursuant to statute will have to be approved by the City. The City shall cooperate with the County in the approval of the registered land survey, including waiving and or paying any fees required by the City in the application and/or approval process.

The City shall, at its own expense, construct Riverdale Drive over the Riverdale Drive Property. As part of the construction of Riverdale Drive the City shall replace and/or repair any damage to the trail. Upon prior written permission of the County, the City may relocate the trail to a new location on the Riverdale Property.

2. Reconfiguration of the Storm Sewer System.

A. To construct Riverdale Drive the City will need to eliminate all or part of the northerly storm water pond. Additional capacity will be needed to handle the storm water runoff. The City shall obtain the necessary property rights to construct and maintain a storm water runoff pond on property adjacent to the County Property, which property is legally described as Lot 1, Block 1, THE DIAMONDS, according to the map or plat thereof on file in the office of the Anoka County Registrar of Titles, Anoka County, Minnesota (“Additional Ponding Area”). The Additional Ponding Area location is depicted in Exhibit 1 as parcel B. The property rights acquired by the City for the Additional Ponding Area shall

recognize the right of the County to drain and store the storm water runoff described in Section 6.D of the JPA. The City shall construct the storm water pond on the Additional Ponding Area at its sole cost and expense, including construction of the necessary improvements to connect it to the existing southerly pond.

B. The County shall grant to the City an easement over that part of the County Property located south of the Riverdale Drive Property to construct, maintain and repair a storm sewer system including an easement for ponding purposes as depicted in Exhibit 1. As depicted in Exhibit 1 there is a County trail running from the north to the south on the County Property. The City may relocate the trail as part of construction of the Storm Sewer System, provided that any change in location shall first be approved by the County in writing.

3. Construction/Costs.

The City shall construct, at its sole cost and expense, the Riverdale Drive and the Storm Sewer System as described herein. The City's access to the County Property shall be governed by the provisions of the Right of Entry agreement between the parties hereto dated September 9, 2014.

4. Maintenance of the Storm Sewer System.

In accordance with Section 17 of the JPA the City shall maintain the Storm Sewer System, and any changes thereto at its sole cost and expense.

5. Exchange of Property Interests.

After completion of all the work contemplated by this agreement, the County shall convey the Riverdale Drive Property to the City. The County and the City shall also enter into an easement agreement to memorialize each party's rights and responsibilities with regards to the necessary easements on each party's property.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

COUNTY OF ANOKA

CITY OF RAMSEY

By: _____
Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

By: _____
Sarah Strommen
Mayor

Dated: _____

Dated: _____

By: _____
Jerry Soma
County Administrator

By: _____
Kurt Ulrich
City Administrator

Dated: _____

Dated: _____

APPROVED AS TO FORM

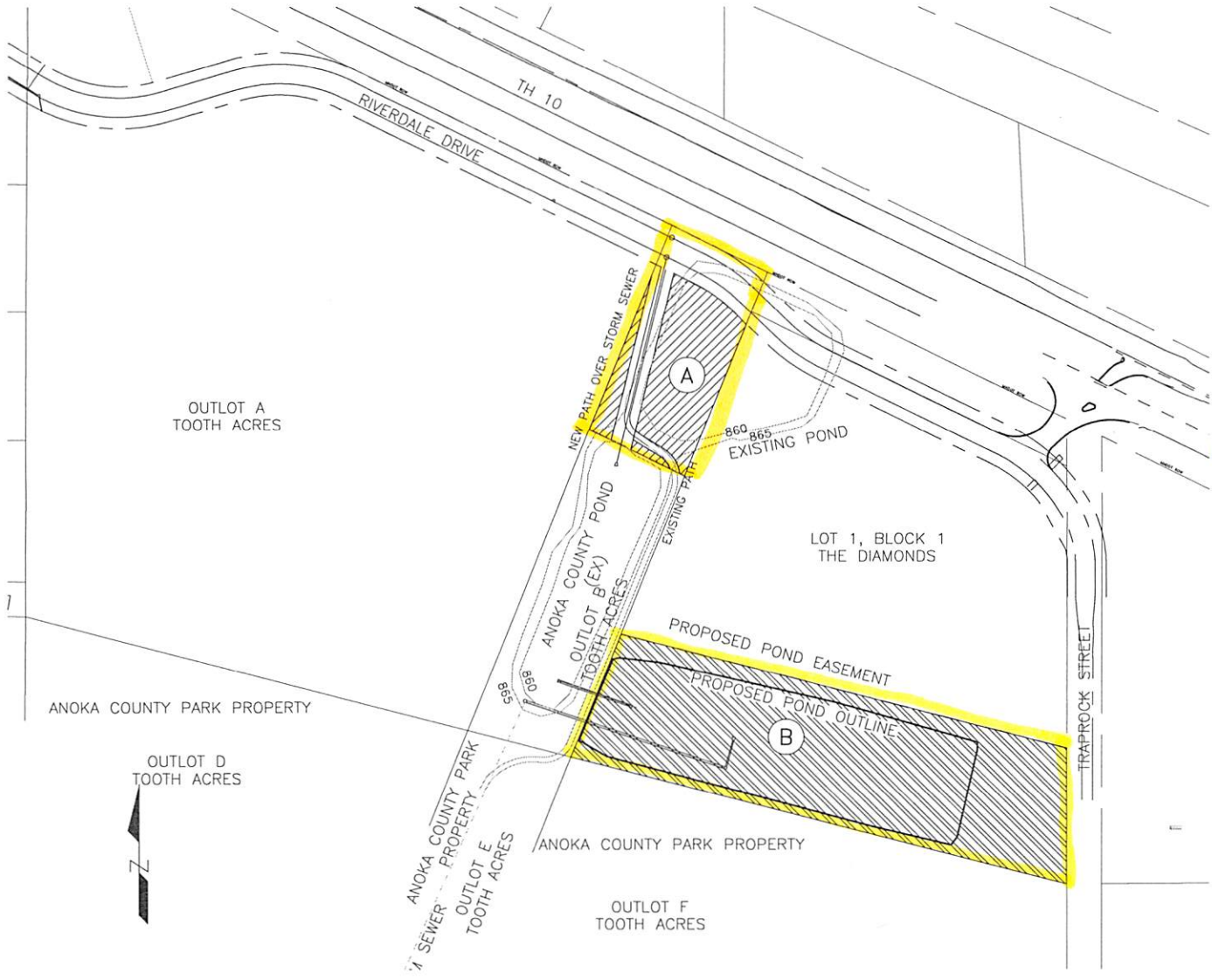
APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

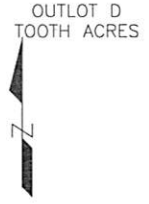
By: _____
Joseph Langel
City Attorney

Dated: _____

Dated: _____



- A** ANOKA COUNTY PROPERTY TO BE TRANSFERRED TO CITY RESERVING PIPELINE AND TRAIL EASEMENT TO ANOKA COUNTY
- B** 2-OI, LLC. PROPERTY TO BE USED FOR REGIONAL PONDING WITH DRAINAGE AND UTILITY EASEMENT PROVIDED TO CITY AND COUNTY (CITY TO MAINTAIN POND)



COUNTY POND EASEMENT EXHIBIT

