

(Reserved for Recording Data)

STORM WATER QUALITY TREATMENT FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT (this "Agreement") made this _____ day of _____, _____, by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (hereinafter referred to as the "City") and **CB Ramsey Housing Limited Partnership** a Minnesota limited partnership, (hereinafter referred to as the "Developer").

WHEREAS, the Developer is the fee owner of certain real property situated in the City of Ramsey, County of Anoka, State of Minnesota legally described as:

Lot 1, Block 1, Sunwood Village, subject to easements of record, Anoka County, Minnesota (the "Property").

WHEREAS, a forty-seven (47) unit apartment building ("Apartment Building") was constructed on the Property, together with associated site improvements; including a stormwater management system that utilizes an underground rainwater harvesting cistern; filtration basins; storm sewer catch basins and manholes and an outlet control structure ("Storm Water Management Practices") within the boundaries of the Plat as shown on Exhibit A attached hereto and as the same is described and depicted in those certain construction plans drawn by Miller Hanson Partners and Loucks Associates (the "Plans"); and

WHEREAS, the City approved the Apartment Building conditioned on the requirement that the Developer enter into an agreement for the maintenance of the Storm Water Management Practices for the Plat.

WHEREAS, the City and Developer desire to set forth their understanding with respect to the construction, repair and maintenance of the Storm Water Management Practices and the responsibility relating to the costs of the repair and maintenance of the Storm Water Management Practices.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as FOLLOWS:

1. Construction of the Storm Water Management Practices. The Developer shall construct the Storm Water Management Practices according to the Plans and repair and maintain the Storm Water Management Practices at its sole cost and expense.
2. Maintenance of the Storm Water Management Practices shall include, but not be limited to:
 - (i) Semi-annual inspections by Developer, of each calendar year, of all catch basins and manholes; the filtration basins and the outlet control structure, with one inspection on or about May 1 (to remove debris, winter salt and sand deposits, etc.), and one inspection on or about October 1 (to remove vegetation, sediment, debris, leaves, etc.). The inspections shall be documented in a maintenance log retained by the Developer and submitted to the City upon request; and
 - (ii) When all construction is complete on the Property, and every three years thereafter inspection reports and certifications by a professional engineer (provided by Developer) must be submitted to the City certifying that the Storm Water Management Practices are functioning in accordance with the Plans and Developer has maintained the proper operation of the Storm Water Management Practices according to the manufacturer's operation and maintenance guidelines and City standards. Such inspections and reports shall include actual visual inspection of the inlets, outlets, manholes and outlet control structures. Copies of the inspection reports shall be provided to the City within 30 days of their preparation. The inspections referenced in this paragraph 2.(ii) are in addition to the bi-annual inspections referenced in paragraph 2.(i) above.
 - (iii) If, as a result of any inspection by the Developer or City staff, it is determined that the Storm Water Management Practices (i) have not been maintained; or (ii) are not functioning as originally designed and intended; or (iii) are in need of repair, the Developer agrees to restore the Storm Water Management Practices so that it functions as it was originally designed and intended pursuant to the Plans.
3. Developer Responsibility The Developer, as present owner of the Property, shall be solely responsible for the repair and maintenance of the Storm Water Management Practices and all other Developer obligations as defined herein and shall bear all costs of such

repair and maintenance. If the Developer does not undertake the necessary maintenance within thirty (30) days of written notification by the City, the City may contract such maintenance and the costs reasonably incurred by the City for contracting such maintenance shall be reimbursed to the City by the Developer.

4. Assessment. The Developer hereby waives any statutory right, if found in default, to contest any assessment by the City for its costs of maintenance/repair as permitted herein, on the basis of the benefit to portions of the Property.

5. Future City Policy. Notwithstanding anything contained in the Agreement to the contrary, in the event the City shall in the future establish a policy for repair and maintenance by the City of Storm Water Maintenance Practices owned by private parties located elsewhere in the City under which policy the costs of such repair and maintenance are to be paid either out of general City revenues or by collection of utility or service fees or charges, then any owner of any portion of the Property shall be entitled to petition the City for the inclusion of the Storm Water Management Practices under such repair and maintenance program. The recording of a certified copy of the resolution of the City Council of the City which sets forth the consent and authorization described in the foregoing sentence shall serve to terminate this Agreement, without further action on the part of any party hereto.

6. Binding on Successors. The terms and conditions of this Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto and their respective successors and assigns.

7. Record Agreement. This Agreement shall be recorded in the Anoka County, Minnesota Recorder's Office. It shall be the Developer's responsibility to pay the applicable recording fees.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY OF RAMSEY:

By: _____
Its Mayor

By: _____
Its City Administrator

