

AGREEMENT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF TWO RAIN GARDENS

THIS AGREEMENT is made on this _____ day of _____, 2017, by CTW Group Inc., the Owner of the property legally described as:

That part of the Southwest Quarter of the Southwest Quarter of Section 10, Township 32, Range 25, described as follows: Commencing at a point on south line of said Quarter Quarter 670.30 feet east of southwest corner thereof, thence north parallel with east line of said Quarter Quarter 758.10 feet, thence at a right angle west 222 feet to point of beginning thence northerly parallel with west line of said Quarter Quarter 565.92 feet to north line of said Quarter Quarter, thence westerly along said north line, 448.21 feet to northwest corner thereof, thence southerly along said west line 799.89 feet to a point on said west line 523.3 feet north of said southwest corner, thence east parallel with said south line 386.9 feet, thence northeasterly 240.62 feet to point of beginning, except roads subject to easement of record, Anoka County, Minnesota

Or upon recording,

Lots 1-3, Block 1 HOMESTEAD ROAD ADDITION

(the "Subject Property")

in Anoka County, and the City of Ramsey (the "CITY").

WHEREAS, the **Owner** intends to construct rain gardens on the **Subject Property** as shown on the attached Exhibit A (the "Project"), which consists of one rain garden on Lot 1 and another on Lot 3, each of them of approximately 500 square feet; and further described in Exhibit B (Design). This **Project** is intended to satisfy infiltration requirements of the Lower Rum River Watershed Management Organization (LRRWMO); and

WHEREAS, **Owner** desires to maintain and manage the **Project** as described in this Agreement to ensure **Project** success.

BE IT RESOLVED THAT, in consideration of mutual promises set forth herein and other good and valuable consideration, the **CITY** and the **Owner** agree as follows:

1. The **Owner** will be responsible for initial construction and establishment of the **Project** and ensuring it is initially functioning as designed. Construction of the **Project** shall be completed as part of the Stage I Improvements for HOMESTEAD ROAD ADDITION.
2. The **Owner** is solely responsible for all financial costs for construction of this **Project**.
3. Under no circumstance will the **CITY** be responsible for the on-going physical performance of the **Project**, or for any repairs, changes or alterations to the same and cost thereof.

Operation & Maintenance

4. The **Owner**, and all successors and assigns, agrees, at **Owner's** expense and at no cost to the **CITY**, to regularly maintain the integrity and viability of the **Project** in accordance with the attached Exhibit C (Operations and Maintenance Guidelines).
5. The **CITY** may charge a fee to the **Owner** for completion of tasks in the Operations and Maintenance Guidelines that the **Owner** has failed to perform after two weeks written notice.
6. The **Owner**, and all successors and assigns, assumes the full and sole responsibility for the maintenance of the **Project** over its effective life.
7. The **Owner** agrees to indemnify, defend, and hold harmless the **CITY** from all present and future claims that may arise from the construction and maintenance of the **Project** located on the **Subject Property**.
8. Any modification or cancellation of this Agreement shall be in writing and signed by both parties.
9. Any notice provided under this Agreement will be sent by certified mail, return receipt requested, or by personal service at the following addresses:

Homestead Road 5402 Parkdale Drive, Suite 101 Minneapolis, MN 55416	City of Ramsey 7550 Sunwood Drive NW Ramsey, MN 55303
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Exhibit A. Project Location

Exhibit B. Project Design

Lot 1, Block 1 HOMESTEAD ROAD ADDITION

Wetland area: about 500 sq. ft.

Plants to be used:

1. (16) Common arrowhead (*Sagittaria latifolia*)
Height: 24-42'
Exposure: Sun, Partial Sun
Native Habitat: Lake or marsh edge
Bloom time: July-August
2. (32) Spike rush (*Eleocharis palustris*)
Height: 6-24"
Exposure: Sun
Native Habitat: Wetland, wet prairie
Bloom Time: August

Lot 3, Block 1 HOMESTEAD ROAD ADDITION

Wetland area: about 500 sq. ft.

Plants to be used: Same as Lot 1

Exhibit C. Operations and Maintenance Guidelines for Rain Gardens

This document describes important tasks that should occur on a regular basis to ensure the success of the rain garden. Neglected maintenance leads to more severe problems that are more difficult to correct.

Task	Frequency			Equipment Needed
	Year 1	Year 2	Year 3+	
<u>Watering</u> Ensure 1" of water per week, either through rainfall or irrigation	Weekly	During drought stress		Water supply; hose and sprinkler, or soaker hose
<u>Weeding</u> Vegetation that was not planted as part of the project should be removed	Every 2-3 weeks	Monthly	2-4 times per year as needed	
<u>Replace Vegetation</u> Replant similar species in the event that original vegetation expires	If needed			Trowel, plants
<u>Refresh Mulch</u> Maintain 2, and not more than 3" of mulch covering over planted areas, with priority on areas without dense plant cover	Approximately every 3rd year			Rake, mulch
<u>Autumn Leaf Removal</u> At the end of autumn, remove leaves that accumulated in the rain garden	Each autumn			Leaf blower (preferred) or rake