

(Reserved ~~for~~ for Recording Data)

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## STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT

THIS ~~STORM WATER TREATMENT~~ STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT (this "Agreement") is made this \_\_\_ day of ~~July~~ August, 2019, by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (hereinafter referred to as the "City") and **SLP EX, LLC and AMP EX, LLC**, Minnesota limited liability companies having an address for purposes of this Agreement of \_\_\_\_\_ (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, and Outlot A, AMSTERDAM EXTENSION according to the recorded plat thereof (the "Property"); and

WHEREAS, a commercial business ("Delta ModTech") is proposed to be constructed on said Lot 1, Block 1 ("Lot 1"), and the City has required that the Developer make provisions for the construction, maintenance and repair of a storm water management system that utilizes (among other things) infiltration areas, sump manholes, storm sewer pipes, and ponding facilities ("Storm Water Management Practices") located within the Property, as shown on **Exhibit "A"** attached hereto and as the same are described and depicted in those certain construction plans drawn by \_\_\_\_\_ Anderson Engineering, Inc. (the "Plans"); and

WHEREAS, the Storm Water Management Practices are sufficient to serve portions of the Property in addition to Lot 1; and

WHEREAS, the City approved the Delta ModTech conditioned on the requirement that the Developer enter into an agreement for the maintenance of the Storm Water Management Practices within the Property; and

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; and

WHEREAS, the City hereby releases the Stormwater Treatment and Ponding Maintenance Agreement dated May 20, 2011 and recorded with the Anoka County Recorder's Office as Document No. 2022343.008, contingent upon this Stormwater Treatment and Ponding Maintenance Agreement

being properly executed and recorded; and

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which are 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.

2. Maintenance of the Storm Water Management Practices. The owners from time to time of fee title to the various parcels included in the Property (collectively, the "Owners") shall repair and maintain the Storm Water Management Practices at no expense to the City. The Owners, by duly recorded agreement, may allocate between or among themselves their respective shares of the costs of such repair and maintenance, based on the relative benefits received by each parcel included in the Property or otherwise, but until otherwise provided in any such agreement the Owner of Lot 1 shall be solely responsible for such repair and maintenance and the costs thereof. Maintenance of the Storm Water Management Practices shall include, but not be limited to:

a. ~~(i)~~ Semi-annual inspections of all sump manholes and pond outfalls (flared end sections), with one in each spring (to remove debris, winter salt and sand deposits, etc.), and autumn (to remove vegetation, sediment, debris, leaves, etc.). If necessary, corrective actions, including removal of all litter and debris, and replacement of mulch, vegetation, and eroded areas to ensure establishment of healthy functioning plant-life therein, shall be executed. Such inspections and corrective actions shall be documented in a maintenance log retained by the Owners and submitted to the City upon request; and

b. ~~(ii)~~ Bi-annual inspections and certifications by a professional engineer (provided by the Owners) that the Storm Water Management Practices are functioning in accordance with the Plans, and the ponding facilities have maintained the proper operation of storm water treatment in accordance with City and Lower Rum River Watershed Management Organization standards. Copies of the bi-annual inspection reports shall be provided to the City within 30 days of their preparation.

If, as a result of any inspection by the Owners 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 Owners shall restore the Storm Water Management Practices so that they function as they were originally designed and intended pursuant to the Plans.

The Developer, for itself and the Owners from time to time, agrees to be solely responsible for the repair and maintenance of the Storm Water Management Practices and the Owners shall bear all costs of such maintenance. The Owners from time to time shall be responsible for the obligations of the Developer under this Agreement, and each such Owner shall be responsible for its proportionate share of the obligations of the Developer under this Agreement only while it is an Owner. If the Owners do not undertake the necessary maintenance within thirty (30) days of 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 Owners whose parcels in the Property are entitled to the benefits of the Storm Water Management Practices.

3. ~~2-~~ Assessment. The Developer, for itself and the Owners from time to time, hereby waives any statutory right 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.

4. ~~3.~~ Future City Policy. Notwithstanding anything contained in this 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 management 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, the Owner of Lot I 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~~part of any party hereto.

5. ~~4.~~ Terms and Conditions. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement shall be recorded in the Anoka County, Minnesota Recorder's office at Developer's expense.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

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

**CITY OF RAMSEY:**

By: \_\_\_\_\_  
John LeTourneau  
Its: Mayor

By: \_\_\_\_\_  
Kurt Ulrich  
Its: City Administrator

~~SLPEX, LLC:~~  
By: \_\_\_\_\_

~~Its: \_\_\_\_\_~~

~~AMP EX, LLC:~~  
By: \_\_\_\_\_

~~Its: \_\_\_\_\_~~

STATE OF MINNESOTA     )  
  )ss.  
COUNTY OF ANOKA        )

The foregoing instrument was acknowledged before me this \_\_\_\_ of ~~July~~August, 2019, by John LeTourneau and by Kurt Ulrich, respectively the Mayor and City Administrator of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
Notary Public



SLP EX, LLC:

By: \_\_\_\_\_  
Jeffrey R. Peterson, its President

AMPEX, LLC:

By: \_\_\_\_\_  
Jeffrey R. Peterson, its President

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF HENNEPIN     )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Jeffrey R. Peterson, the President of each of AMP EX, LLC and SLP EX, LLC, each a Minnesota limited liability company, on behalf of each company.

\_\_\_\_\_  
Notary Public

EXHIBIT “A”

Document comparison by Workshare Compare on Tuesday, August 06, 2019 3:25:06 PM

Input:	
Document 1 ID	PowerDocs://MK_MPLS/1784461/1
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Document 2 ID	PowerDocs://MK_MPLS/1784461/2
Description	MK_MPLS-#1784461-v2-Stormwater_Treatment_and_Ponding_Maintennace_Agreemnt
Rendering set	Standard

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