

(Reserved for Recording Data)

PRIVATE SANITARY SEWER LINE AND RAIN GARDEN MAINTENANCE AGREEMENT

THIS AGREEMENT (this “Agreement”) made this _____ day of _____, 2020, by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (hereinafter referred to as the “City”) and **N & D MANAGEMENT, LLC**, (hereinafter referred to as the “Owner”).

Recitals

1. The Owner is the fee owner of certain real property situated in the City of Ramsey, County of Anoka, State of Minnesota legally described as:

Lots ___ and ___, Block _____, subject to easements of record, Anoka County, Minnesota (the “Property”).
2. The Owner received final plat approval from the City to subdivide the Property to be known as River Walk Village (the “Plat”) on _____, 2019.
3. The Owner has constructed a private sanitary sewer and forcemain in public right of way benefitting Lots ___ and ___ of the Plat, (“Private Sanitary Sewer Line”) within the boundaries of the Plat as shown on Exhibit ___, attached hereto.
4. The Owner has constructed a private rain garden (the “Rain Garden”) to meet the requirements of the Lower Rum River Watershed Management Organization,
5. City approved the Plat conditioned on the requirement that the Owner enter into an agreement for the maintenance of the Private Sanitary Sewer Line for the Plat.
6. The City and Owner desire to set forth their understanding with respect to the construction, repair and maintenance of the Sanitary Sewer Line and Rain Garden and the

responsibility relating to the costs of the repair and maintenance of the Sanitary Sewer Line and Rain Garden.

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. Recitals Incorporated. Recitals above are hereby incorporated into this Agreement.

2. Construction of the Private Sanitary Sewer Line and Rain Garden. The Developer shall construct the Private Sanitary Sewer Line according to the Plans and repair and maintain the Private Sanitary Sewer Line at its sole cost and expense.

3. Maintenance of the Private Sanitary Sewer Line shall include, but not be limited to:

- (i) Quarterly inspections of all manholes and sanitary sewer lines with one in each the spring and fall. Such inspections shall be documented in a maintenance log retained by the Owner and submitted to the City upon request; and
- (ii) Bi-annual inspection reports and certifications by a professional engineer (provided by Owner) that the Private Sanitary Sewer Line is functioning in accordance with the approved plans and have maintained the proper operation of 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, chambers, and feed connectors through either access portals, manholes, or CCTV. Copies of the quarterly and 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 Owner or City staff, it is reasonably determined that the Private Sanitary Sewer Line (i) have not been maintained; or (ii) are not functioning as originally designed and intended; or (iii) are in need of repair, the Owner agrees to restore the Private Sanitary Sewer Line so that they function as they were originally designed and intended pursuant to the Plans, subject to the review and approval of the City, which approval shall not be unreasonably withheld or delayed.

The Owner, as present owner of the Property, for itself and its respective successors and assigns agree to be solely responsible for the repair and maintenance of the Private Sanitary Sewer Line and shall bear all costs of such maintenance. If the Property is sold, the owners of the Property shall be equally responsible for the maintenance of the Private Sanitary Sewer Line. If the Owner does 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 Owner and/or its successors and assigns.

4. Maintenance of Rain Garden. The Owner shall maintain the Rain Garden in accordance with Lower Rum River Watershed Management Organization.

5. Assessment. The Owner, for itself and respective successors and assigns, 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.

6. Terms and Conditions. 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. 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.

[Signature Page Follows]

Exhibit A
Plan of Private Sanitary Sewer Line