

(Reserved for Recording Data)

PRIVATE SANITARY SEWER LINE AND RAIN GARDEN MAINTENANCE AGREEMENT

THIS AGREEMENT (this “Agreement”) made this _____ day of _____, 2021, by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “City”), **N & D MANAGEMENT, LLC**, a Minnesota limited liability company (the “Owner”), and **River Walk Village Homeowners’ Association**, a Minnesota nonprofit corporation (the “HOA”).

Recitals

1. The **OWNER** is the fee owner of certain real property contained within the plat of River Walk Village, filed for record in the office of the County Recorder, Anoka County, Minnesota. (“the Plat”).
2. The **OWNER** constructed a private sanitary sewer line within the public right of way, benefitting the residential lots contained on the Plat (“Private Sanitary Sewer Line”) within the boundaries of the Plat, as shown on Exhibit A, attached hereto.
3. The **OWNER** constructed a private rain garden on Outlot E, River Walk Village, Anoka County, Minnesota (the “Rain Garden”) to meet the requirements of the Lower Rum River Watershed Management Organization. Outlot E is owned by the HOA and is defined as a Common Element in the Declaration of Covenants, Conditions and Restrictions for River Walk Village, filed for record in the office of the County Recorder, Anoka County, Minnesota as document number 2273534.005.
4. The **CITY** approved the Plat conditioned on the requirement that the **HOA** enter into an agreement for the maintenance of the Private Sanitary Sewer Line for the Plat.
5. The **HOA** is a Minnesota nonprofit corporation constituting and acting as the homeowners’ association for the property contained within the Plat, which is being developed as a planned community.

6. The **CITY, OWNER and HOA** desire to set forth their understanding with respect to the construction, repair and maintenance of the Private Sanitary Sewer Line and Rain Garden and the responsibility relating to the costs of the repair and maintenance of the Private 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 **OWNER** constructed the Private Sanitary Sewer Line and Rain Garden according to the plans approved by the City Council and on file with the City at its sole cost and expense.
3. Maintenance of the Private Sanitary Sewer Line. Other than the specific exceptions set forth below, the **HOA** will be responsible for maintenance and repair of the Private Sanitary Sewer Line, including, without limitation, removal of any blockages to the service lines and/or main line. Without limiting the foregoing, if any inspection by the **HOA** or **CITY** staff, reveals that the Private Sanitary Sewer Line (i) is not functioning as originally designed and intended; or (ii) is in need of repair, the **HOA** agrees to restore the Private Sanitary Sewer Line so that it functions as 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 foregoing shall be subject to the following exceptions:
 - i) The **CITY** will be responsible for any and all repairs that require excavation under Rivlyn Avenue NW, Ramsey, Minnesota;
 - ii) The **CITY** will be responsible for replacement of the Private Sanitary Sewer Line in the event of damage beyond repair, not including individual service lines servicing individual dwellings; and
4. Recording. This Agreement shall be recorded in the Anoka County, Minnesota Recorder's Office at **OWNER'S** expense.
5. Maintenance of Rain Garden. The **HOA** shall maintain the Rain Garden in accordance with Lower Rum River Watershed Management Organization.
6. Assessment. Any repair or maintenance work undertaken by the **CITY** pursuant to this Agreement may be assessed pursuant to Minnesota Statutes chapter 429, the City Charter, and the then current assessment policy.
7. 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.

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

(Signature pages attached)

CITY OF RAMSEY:

By: _____
Its Mayor

By: _____
Its City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Mark E. Kuzma 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

(Additional signature pages attached)

River Walk Village Homeowners' Association:

By: _____
Adam Price
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Adam Price, the President of River Walk Village Homeowners' Association, a Minnesota nonprofit corporation.

Notary Public

Exhibit A
Plan of Private Sanitary Sewer Line