

(Reserved for Recording Data)

PRIVATE ARCHITECTURAL WALL MAINTENANCE AGREEMENT

THIS AGREEMENT (this “Agreement”) made this _____ day of _____, 2021, by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (hereinafter referred to as the “City”) and **JAVA PROPERTIES, LLC**, a Minnesota limited liability company (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:

Lot ___ 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 _____ (the “Plat”) on _____, 2021
3. The **OWNER** will construct a private architectural wall benefitting Lot 1, Block 1 of the Plat within the boundaries of the Plat to meet the requirements of the City’s COR Design Guidelines.
4. The **CITY** approved the architectural wall (the “Wall”) conditioned on the requirement that the Owner enter into an agreement for the maintenance of the Wall.
5. The **CITY** and **OWNER** desire to set forth their understanding with respect to the construction, repair and maintenance of the Wall and the responsibility relating to the costs of the repair and maintenance of the Wall.

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 Wall. The **OWNER** shall construct the Wall according to the Plans at its sole cost and expense.
3. Maintenance of the Wall The **OWNER** shall be responsible for maintenance of the Wall to include, but not be limited to:
 - (i) Restoration if, as a result of any inspection by the **OWNER** or **CITY** staff, it is reasonably determined that the Wall (i) has not been maintained; or (ii) is not functioning as originally designed and intended; or (iii) is in need of repair. The **OWNER** agrees to restore the Wall so that it functions as it was originally designed and intended pursuant to the original approved plans. **OWNER'S** restoration is subject to the review and approval of the City, which approval shall not be unreasonably withheld or delayed, within thirty (30) days.
 - (ii) Removal within 24 hours if any portion of the wall falls or impacts the public right-of-way or adjacent sidewalk.
4. 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.
5. 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.
6. Recording. 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]

CITY OF RAMSEY:

By: _____
Its Mayor

By: _____
Its City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

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

Java Properties, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of Java Properties, LLC.

Notary Public