

**PARK MAINTENANCE AGREEMENT**  
***RIVERSTONE***

THIS PARK MAINTENANCE AGREEMENT ("**Agreement**") dated \_\_\_\_\_, 2021, is entered into between the City of Ramsey, a Minnesota municipal corporation ("the **City**"), and Riverstone Homeowners' Association, a Minnesota nonprofit corporation (the "**Association**").

**WITNESSETH:**

- A. The City is the owner of that certain real property legally described as Outlot C, Riverstone, Anoka County, Minnesota (the "**Property**"), commonly known as Pearson Park (the "**Park**"). The Park is a Nature-Based Recreation Facility dedicated for use and enjoyment by the general public.
- B. The Association is a nonprofit corporation created under Chapter 317A of the laws of the State of Minnesota, for the purpose of constituting and acting as the homeowners' association for the platted residential subdivision, Riverstone, Anoka County, Minnesota (the "**Development**").
- C. As a condition to the approval of the Development, the City has required that the Association be responsible for certain maintenance over the Park (the "**Park Maintenance**"), and that the Association enter into a Maintenance Agreement, to be recorded against the Property, obligating the Association to be responsible for the Park Maintenance.
- D. Pursuant to the Declaration of Covenants, Conditions and Restrictions for Riverstone, filed with the Anoka County Recorder as document number 2176959.005, in compliance with the requirements of the City, Section 9.2.a directs that the Association shall be responsible for the Park Maintenance.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

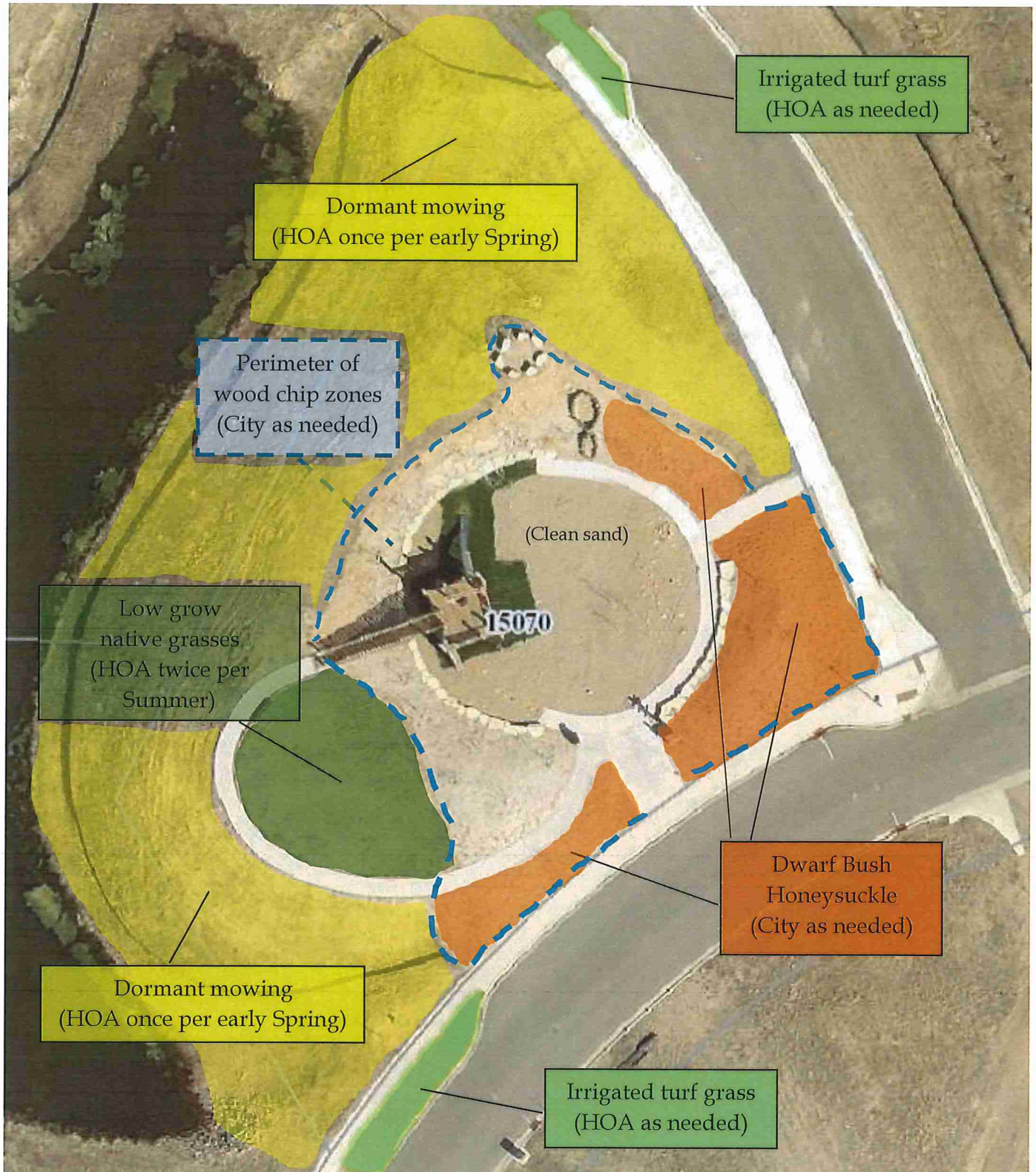
1. Association Maintenance. The Association shall provide fall and spring clean-up, including leaf pick-up, of the Park in accordance with standards established by the City (the "Park Maintenance"). In the event that the Association fails to adequately provide such Park Maintenance, the City shall have the right, but not the obligation, after providing ten (10) days prior written notice to the Association, to perform such maintenance and charge the cost thereof to the Association. Payment of such cost shall be made within thirty (30) days after the Association has been notified by the City of the amount of such cost. If full payment is not made within such 30 day period the City shall have all rights available at law and in equity to collect such cost, as well as the right to assess the cost against the Property pursuant to Minn. Stat. §429.101.
2. City Maintenance. Other than the Park Maintenance to be provided by the Association, as described in Section 1, above, the City shall be solely responsible to maintain, repair and when necessary replace all improvements within the Park in a condition deemed adequate and appropriate by the City. All such maintenance, repair and replacement shall be done in a manner and at such times as the City deems necessary and appropriate.
3. Binding Effect. The terms, conditions, covenants, indemnifications and easements contained herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
4. Duration, Amendment, Modification or Waiver. The obligations established hereby shall be effective upon the recording of this Agreement in the appropriate recording office of Anoka County, and shall be perpetual unless terminated or modified by an amendment. No amendment, modification, waiver or termination of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the parties hereto, their successors or assigns, and specifying with particularity the extent and nature of such amendment, modification, termination or waiver, and recorded in the same county recording office in which this Agreement is recorded. Any waiver by any party of any default of another party hereunder shall not affect or impair any right arising from any subsequent default.
5. Severability. If any provision of this Agreement is held to be unenforceable or void, such provision shall be deemed to be severable, and the balance of the Agreement shall remain in full force and effect if enforcement of the remainder of the Agreement is reasonably practicable.
6. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the foregoing Agreement has been executed on the day and year first above written.

*(Signature page to follow)*



**EXHIBIT A**  
**Pearson Park Annualized Maintenance Agreement**  
a collaborative of the Riverstone HOA + City of Ramsey



*Maintenance Specifications and Detail*

All boulevard mowing, fertilization, and irrigation services shall be performed by the by the HOA at the time adjoining like common areas are addressed to include:

Irrigated boulevard turf grass at park (HOA as needed)

- Grass clippings shall not be discharged into the street, gutter, wood chipped areas, nor left on the sidewalk.
- No broadleaf herbicides shall be used in these park boulevard areas unless there is demonstrable, visual evidence for the need for the application. Pesticides, fungicides, and insecticides are not permitted.

Low grow native grasses (HOA twice per Summer)

Area of plateau planted with low grow native grasses, shall be mowed twice per summer by the HOA as needed, generally at the end of June and first week in September, at greater than 3 ½" to 4" inches in cutting height, unless droughty conditions exist prior to this time—HOA contractor to consult with the City on need/timing of twice per year maintenance mowing.

Dwarf Bush Honeysuckle (City as needed)

Dwarf Bush Honeysuckle 'beds' to only receive hedge-type trimming at a height of approximately 24" every third year by the City. Shrubs *overhanging the sidewalk edge* may be trimmed vertically as needed by the City or the HOA (if desired). Wood chips may be applied in any areas of bare soil as needed by the City—but with care to not cover honeysuckles spreading by rhizomatous roots.

Perimeter of wood chip zones (City as needed)

All other areas within the wood chip zones may need periodic application of wood chips by the City. Any perennial plants (that are not shrubs or trees) within these wood chip zones---**but not** honeysuckle beds shall be included for Spring deheading with hand tools (E.g. hedge trimmers or pruners).

Fall Leaf Pick-up Maintenance (HOA once per Fall)

The HOA shall perform Fall 'clean-up' of entire park site, consisting of collecting and removing significant accumulation of woody plant leaves (trees and shrubs)—with care not to disturb or damage any perennial plants. So as to not damage perennials, this leaf pick up is best performed after periods of killing frosts. If the HOA chooses to remove leaves before killing frosts, considerable care shall be exercised, such as using leaf blowers to 'move' tree leaves to the sidewalk or streets for mechanical pick up, so as not to damage perennial plants by rakes or equipment.

Dormant mowing  
(HOA once per early  
Spring)

The HOA shall perform Spring 'clean-up' consisting of deheading by appropriate mowers or weed whips, all native plants (not trees and shrubs) within the park boundaries and beyond to the storm ponds' waters edge, primarily outside of the perimeter wood chip zones and to each park edge – cutting them back to approximately 2" to 3" inches in height.

This cut vegetative material may be removed, or loosely scattered by mowing (not piled in clumps or smothering any native plants or vegetation).

The deheading/mowing may performed from February until early April, and before the native plants begin to break bud. **The deheading shall not occur with the Fall maintenance.**

Note: This area of native grasses and wildflowers will benefit greatly by prescribed burns, approximately every third year. Burning would occur in lieu of mowing, and by permit by trained professionals.

Each time the City *or* HOA has maintenance staff at the park, any loose litter in the park shall be picked up when in vicinity of the maintenance being performed, and placed within the trash receptacle.

GENERAL  
Maintenance  
(City and HOA)

The HOA shall provide the City with the name and contact person for all contract maintenance services affecting Pearson Park – and provide this illustrative agreement to him/her. The City contact is:

Mark Riverblood, Parks Superintendent

[mriverblood@cityoframsey.com](mailto:mriverblood@cityoframsey.com) 763.433.9853

HOA Contractor(s):

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