

(Reserved for Recording Data)

STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT

THIS STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT (this “**Agreement**”) is made this ___ day of _____, 2022, by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (hereinafter referred to as the “**City**”) and **RIVERSTONE DEVELOPMENT, LLC**, a Minnesota limited liability corporation (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 on the attached **Exhibit A** (the “**Subject Property**”); and

WHEREAS, the **Developer** has received approval from the **City** to subdivide the Subject Property and plat the same as RIVERSTONE SOUTH (the “**Plat**”); and

- A. WHEREAS, the Plat re-subdivides the Subject Property into:
- Lot 1, Block 1; and
 - Lots 1-3, Block 2 (inclusive); and
 - Lots 1-11, Block 3 (inclusive); and
 - Lots 1-4, Block 4 (inclusive); and
 - Lots 1-6, Block 5 (inclusive); and
 - Lots 1-6, Block 6 (inclusive); and
 - Lots 1-21, Block 7 (inclusive); and
 - Lots 1-10, Block 8 (inclusive); and
 - Lots 1-15, Block 9 (inclusive); and
 - Lots 1-6, Block 10 (inclusive); and
 - Outlots A-O (inclusive), Anoka County, Minnesota.); and

WHEREAS, residential homes are proposed to be constructed on all Lots and Blocks, the City has required that the **Developer** make provisions for the construction, maintenance and repair of a stormwater management system that utilizes (among other things) infiltration areas, sump manholes, storm sewer pipes, and stormwater ponding facilities (“**Stormwater Management Practices**”) located within the Subject Property, as shown on **Exhibit B** attached hereto and as the same are described and depicted in those certain construction plans prepared by Carlson McCain, Inc. (the “**Plans**”); and

WHEREAS, the Stormwater Management Practices are sufficient to serve all portions of

the Subject Property; and

WHEREAS, the City approved the Plat and Development Agreement conditioned on the requirement that the **Developer** enter into an agreement for the maintenance of the Stormwater Management Practices within the Subject Property (the “Stormwater Maintenance Agreement”); and

WHEREAS, the **City** and **Developer** desire to set forth their understanding with respect to the construction, repair and maintenance of the Stormwater Management Practices and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Practices.

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 Stormwater Management Practices. The **Developer** shall be responsible for constructing all Stormwater Management Practices according to the Plans.

2. Maintenance of the Stormwater Management Practices. The **City** shall be responsible for repairing and maintaining the Stormwater Management Practices constructed in Outlots E and G. Maintenance of the Stormwater Management Practices may include, but not be limited to:

a. Semi-annual inspections of all sump manholes and pond outfalls (flared end sections), with one inspection 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 **City**; and

b. Bi-annual inspections to certify that the Stormwater Management Practices are functioning in accordance with the Plans, and the ponding facilities have maintained the proper operation of stormwater treatment in accordance with **City** and Lower Rum River Watershed Management Organization standards. Such inspections shall be documented in an inspection log retained by the **City**.

If, as a result of any inspection by the **City**, it is determined that the Stormwater Management Practices constructed in Outlots E and G (i) are not functioning as originally designed and intended, or (ii) are in need of repair, the **City** shall restore the Stormwater Management Practices within a reasonable time so that they function as they were originally designed and intended pursuant to the Plans.

The **City** agrees to be solely responsible for the repair and maintenance of the Stormwater Management Practices constructed in Outlots E and G and shall bear all costs of such maintenance.

3. 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 Subject Property.

4. 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 stormwater 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 Owners shall be entitled to petition the **City** for the inclusion of the Stormwater 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 of any party hereto.

5. 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]

DRAFT

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: _____
Mark E. Kuzma

Its: Mayor

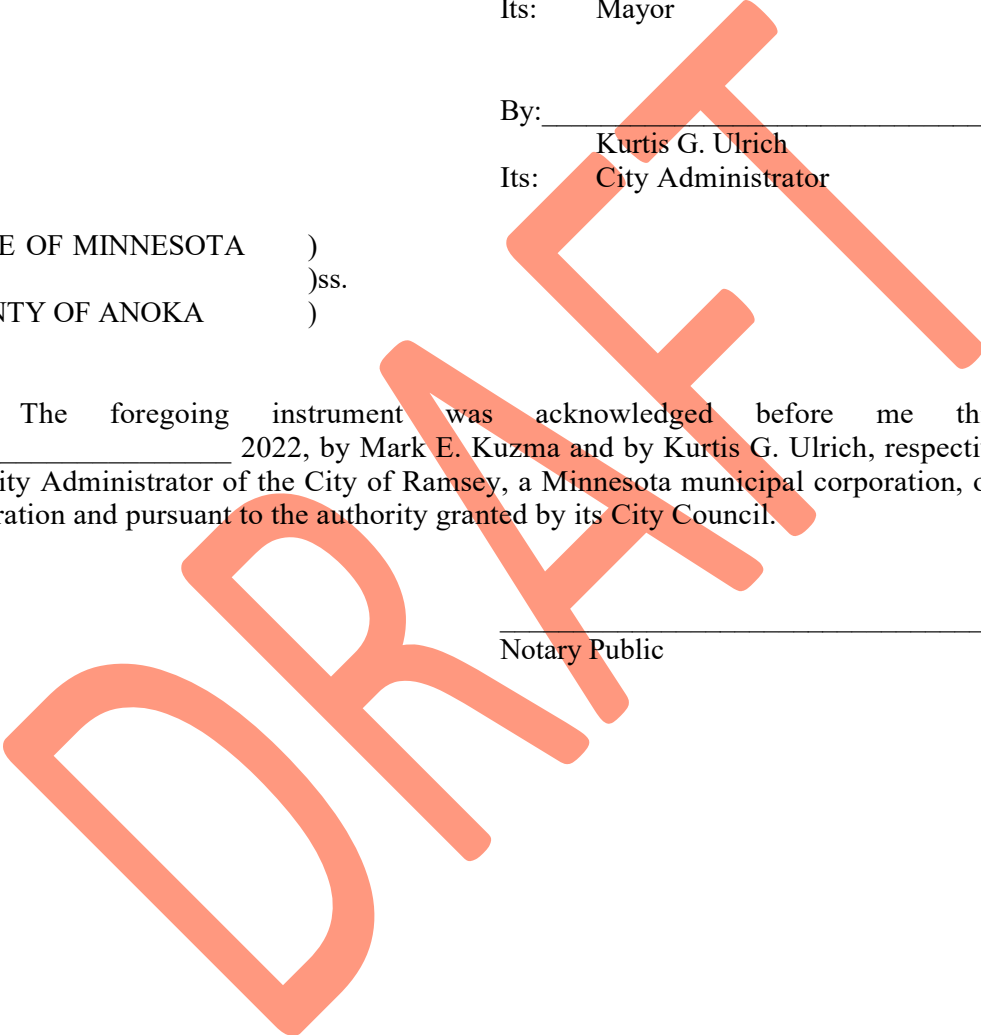
By: _____
Kurtis G. Ulrich

Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ of _____ 2022, by Mark E. Kuzma and by Kurtis G. 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



RIVERSTONE DEVELOPMENT, LLC.:

By: _____
Stephen Bona, its Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me this ____ day of _____, 2022,
by Stephen Bona, the Vice President of RIVERSTONE DEVELOPMENT, LLC, a Minnesota limited
liability corporation, on behalf of the corporation.

Notary Public

DRAFT

EXHIBIT A
Legal Description of the Subject Property

That part of Northwest Quarter of Northwest Quarter, Section 29, Township 32, Range 25 lying northeaster of northeasterly right of way line of Burlington Northern Rail Road and lying westerly and southerly of the north 60 feet of east 40 feet of said Quarter Quarter, except road subject to easement of record, Anoka County, Minnesota

-and-

The Northwest Quarter of Southwest Quarter of Section 20, township 32, Range 25 except east 40 feet of said Quarter Quarter lying southerly of southerly right of way line of Alpine Drive NW and except north 40 feet of south 100 feet of west 40 feet of east 80 feet of said Quarter Quarter, except road subject to easement of record, Anoka County, Minnesota

-and-

The Southwest Quarter of Southwest Quarter of Section 20, Township 32, Range 25 lying west of east 40 feet thereof, except road subject to easement of record, Anoka County, Minnesota

