

(Reserved for Recording Data)

STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT

THIS STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT (this “**Agreement**”) is made this 14th day of March, 2023, by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (hereinafter referred to as the “**City**”) and Reliable Auto Collision Experts, Inc., a Domestic Business Corporation under the laws of Minnesota (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 as Lots 1 & 3 Block 1 Riverside West Rearrangement according to the recorded plat thereof (the “**Property**”); and

WHEREAS, an automotive repair center is proposed to be constructed on the **Property** and the City has required that the **Developer** make provisions for the construction, maintenance and repair of a storm water management system that utilizes (among other things) infiltration areas, sump manholes, storm sewer pipes, and ponding facilities (“**Storm Water Management Practices**”) located within the **Property**, as shown on **Exhibit “A”** attached hereto and as the same are described and depicted in those certain construction plans drawn by Hakanson Anderson, dated July 13, 2022 and revised December 21, 2022 (the “**Plans**”); and

WHEREAS, the **Storm Water Management Practices** are sufficient to serve the **Property**; and

WHEREAS, the **City** approved the **Plans** conditioned on the requirement that the **Developer** enter into an agreement for the maintenance of the **Storm Water Management Practices** within the **Property**; and

WHEREAS, the **City** and **Developer** desire to set forth their understanding with respect to the construction, repair and maintenance of the **Storm Water Management Practices** and the responsibility relating to the costs of the repair and maintenance of the **Storm Water 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 Storm Water Management Practices. The **Developer** shall construct the **Storm Water Management Practices** according to the **Plans**.

2. Maintenance of the Storm Water Management Practices. The **Developer** shall repair and maintain the **Storm Water Management Practices** at no expense to the **City**. The **Developer** shall be solely responsible for such repair and maintenance and the costs thereof. Maintenance of the **Storm Water Management Practices** shall include, but not be limited to:

a. Semi-annual inspections of all sump manholes and pond outfalls (flared end sections), with one in 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 **Developer** and submitted to the **City** upon request; and

b. Bi-annual inspections and certifications by a professional engineer (provided by the **Developer**) that the **Storm Water Management Practices** are functioning in accordance with the **Plans**, and the ponding facilities have maintained the proper operation of storm water treatment in accordance with **City** and Lower Rum River Watershed Management Organization standards. Copies of the 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 **Developer** or **City** staff, it is determined that the **Storm Water Management Practices** (i) have not been maintained, or (ii) are not functioning as originally designed and intended, or (iii) are in need of repair, the **Developer** shall restore the **Storm Water Management Practices** so that they function as they were originally designed and intended pursuant to the **Plans**.

The **Developer** agrees to be solely responsible for the repair and maintenance of the **Storm Water Management Practices** and the **Developer** shall bear all costs of such maintenance. If the **Developer** 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 **Developer**.

3. Assessment. The **Developer** 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 the **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 storm water 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 **Developer** shall be entitled to petition the **City** for the inclusion of the **Storm Water 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.

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: _____
Brian Hagen
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

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

DEVELOPER

By: _____
Robert Twedt, its Chief Executive Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____,
_____, by Robert Twedt, the Chief Executive Officer of Reliable Auto Collision Experts, Inc., a
Minnesota Domestic Business Corporation, on behalf of the company.

Notary Public

