

(Reserved for Recording Data)

STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT

THIS STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT (this “**Agreement**”) is made this Click or tap here to enter text. day of Click or tap here to enter text., Click or tap here to enter text., by and between the **City of Ramsey**, a Minnesota municipal corporation (hereinafter referred to as the “**City**”), **PCS Building Company**, a Minnesota nonprofit corporation (hereinafter referred to as the “**School Building Company**”), and **The Church of Saint Katharine Drexel, Ramsey, Minnesota**, (hereinafter referred to as the “**Church**”)a Minnesota religious corporation.

WHEREAS, the **School Building Company** is the fee owner of certain real property situated in the City of Ramsey, County of Anoka, State of Minnesota, legally described as Lot 1, Block 1 PACT Addition (the “**School Property**”), and the **Church** is the fee owner of certain real property situated in the City of Ramsey, County of Anoka, State of Minnesota, legally described as Outlot A, PACT Addition (the “**Church Property**” and together with the **School Property**, the “**Property**”); and

WHEREAS, a Plat and Site Plan have been approved for the construction of a school, athletic field, and associated site improvements on the **School Property**, with a portion of the stormwater management system on the **Church Property**. The **City** has required that the **School Building Company** 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 and depicted in those certain construction plans drawn by Larson Engineering, Inc., dated April 28, 2022 and revised September 26, 2022 (the “Plans”) and specifically on Sheets C300, C301, and C302; and

WHEREAS, the **School Building Company** and the **Church** executed a Reciprocal Easement Agreement, dated September 27, 2022, that addressed, among other things, surface and storm water drainage and retention on the **Property**; and

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

WHEREAS, when the **Church Property** is developed, additional **Storm Water Management Practices** will be required on the **Church Property**; and

WHEREAS, the **City** approved the **Plans** conditioned on the requirement that the **School**

Building Company enter into an agreement for the maintenance of the **Storm Water Management Practices** shown in the **Plans** within the **Property**; and

WHEREAS, the **City** and **School Building Company** 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**; and

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 **School Building Company** shall construct the **Storm Water Management Practices** according to the **Plans**.

2. Maintenance of the Storm Water Management Practices. The **School Building Company** shall repair and maintain the **Storm Water Management Practices** at no expense to the **City**. The **School Building Company** 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 **School Building Company** and submitted to the **City** upon request; and

b. Bi-annual inspections and certifications by a professional engineer (provided by the **School Building Company**) verifying 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 (the “**LRRWMO**”) 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 **School Building Company** 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 **School Building Company** shall restore the **Storm Water Management Practices** so that they function as they were originally designed and intended pursuant to the **Plans**.

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

3. Assessment. The **School Building Company** and the **Church** hereby waive any statutory right to contest any assessment by the **City** for its costs of maintenance/repair as permitted

herein, and the **School Building Company** assumes all responsibility for such assessments, 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 **School Building Company** 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 **School Building Company's** expense.

This document drafted by:

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

This document reviewed by:

HKB Law, P.A.
4501 Allendale Dr.
St. Paul, MN 55127

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

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 ____ of _____, 2023, 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

