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## **STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT**

THIS STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT (this “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **City of Ramsey**, a Minnesota municipal corporation (hereinafter referred to as the “**City**”) and **Pearson Investments, LLC**, a Minnesota Limited Liability Company (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 2-6 (inclusive), Block 5 Alpaca Estates (the “**Property**”); and

**WHEREAS**, the **Developer** is expanding the existing parking lot to near the western boundary of the **Property**, which will require additional capacity for onsite stormwater management. The **City** has required that provisions are made for the construction, maintenance and repair of a storm water management system that utilizes (among other things) a lined ponding facility, sump manholes, and storm sewer pipes (“**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 Bogart, Pederson & Associates, Inc., dated February 11, 2025 and revised **XXXXXXXXXX** (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**; 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 **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, but not limited to, structural repairs, 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.

**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

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SIGNATURE PAGE FOLLOWS]





