

(Reserved for Recording Data)

STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT

THIS STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT (this “**Agreement**”) is made this ___ day of _____, 2026, by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (hereinafter referred to as the “**City**”) and NorthStar Parking LLC, a Limited Liability Company 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 That part of the South 1155 feet of the West 297 feet of the Southwest quarter of the Southwest quarter of Section 18, Township 32, Range 25, lying north of railroad right-of-way, except road, subject to easements of record, Anoka County, Minnesota;
according to the recorded plat thereof (the “**Property**”); and

WHEREAS, a Truck and Recreational vehicle parking area 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 may utilize (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 Engineering Design and Surveying, dated 09/26/2023 and revised 11/03/2025 (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.

[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: _____
Ryan Heineman
Its: Mayor

By: _____
Brian Hagen
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ of _____, 2026, by Ryan Heineman 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

Northstar Truck & RV Parking LLC

By: _____
Nikolay Babkin,

Its: Manager

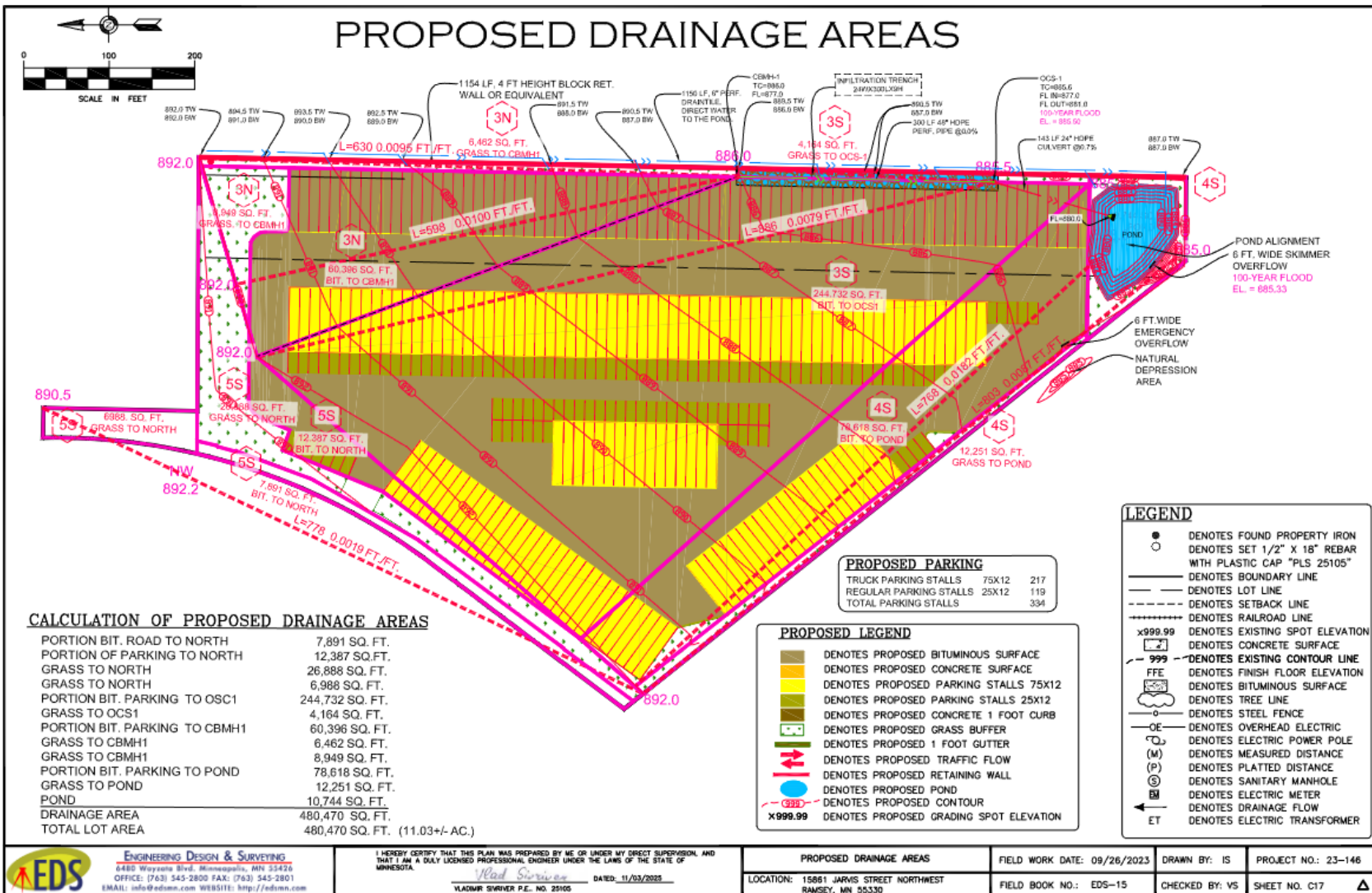
STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me this ____ day of _____, 2026,
by Nikolay Babkin, the Manager of Northstar Truck and RV parking LLC, a Limited Liability Company,
on behalf of the company.

Notary Public

EXHIBIT "A"

PROPOSED DRAINAGE AREAS



CALCULATION OF PROPOSED DRAINAGE AREAS

PORTION BIT. ROAD TO NORTH	7,891 SQ. FT.
PORTION OF PARKING TO NORTH	12,387 SQ. FT.
GRASS TO NORTH	26,888 SQ. FT.
GRASS TO NORTH	6,988 SQ. FT.
PORTION BIT. PARKING TO OSC1	244,732 SQ. FT.
GRASS TO OCS1	4,164 SQ. FT.
PORTION BIT. PARKING TO CBMH1	60,396 SQ. FT.
GRASS TO CBMH1	6,462 SQ. FT.
GRASS TO CBMH1	8,949 SQ. FT.
PORTION BIT. PARKING TO POND	78,618 SQ. FT.
GRASS TO POND	12,251 SQ. FT.
POND	10,744 SQ. FT.
DRAINAGE AREA	480,470 SQ. FT.
TOTAL LOT AREA	480,470 SQ. FT. (11.03+/- AC.)

PROPOSED PARKING

TRUCK PARKING STALLS	75X12	217
REGULAR PARKING STALLS	25X12	119
TOTAL PARKING STALLS		334

PROPOSED LEGEND

	DENOTES PROPOSED BITUMINOUS SURFACE
	DENOTES PROPOSED CONCRETE SURFACE
	DENOTES PROPOSED PARKING STALLS 75X12
	DENOTES PROPOSED PARKING STALLS 25X12
	DENOTES PROPOSED CONCRETE 1 FOOT CURB
	DENOTES PROPOSED GRASS BUFFER
	DENOTES PROPOSED 1 FOOT GUTTER
	DENOTES PROPOSED TRAFFIC FLOW
	DENOTES PROPOSED RETAINING WALL
	DENOTES PROPOSED POND
	DENOTES PROPOSED CONTOUR
	DENOTES PROPOSED GRADING SPOT ELEVATION

LEGEND

	DENOTES FOUND PROPERTY IRON
	DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "PLS 25105"
	DENOTES BOUNDARY LINE
	DENOTES LOT LINE
	DENOTES SETBACK LINE
	DENOTES RAILROAD LINE
	DENOTES EXISTING SPOT ELEVATION
	DENOTES CONCRETE SURFACE
	DENOTES EXISTING CONTOUR LINE
	DENOTES FINISH FLOOR ELEVATION
	DENOTES BITUMINOUS SURFACE
	DENOTES TREE LINE
	DENOTES STEEL FENCE
	DENOTES OVERHEAD ELECTRIC
	DENOTES ELECTRIC POWER POLE
	DENOTES MEASURED DISTANCE
	DENOTES PLATTED DISTANCE
	DENOTES SANITARY MANHOLE
	DENOTES ELECTRIC METER
	DENOTES DRAINAGE FLOW
	DENOTES ELECTRIC TRANSFORMER

EDS ENGINEERING DESIGN & SURVEYING
 6480 Weyzata Blvd. Minneapolis, MN 55426
 OFFICE: (763) 545-2800 FAX: (763) 545-2801
 EMAIL: info@edsno.com WEBSITE: http://edson.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Vlad Surin
 VLSMWR SKINNER P.E. NO. 25105 DATED: 11/03/2023

PROPOSED DRAINAGE AREAS
 LOCATION: 15861 JARVIS STREET NORTHWEST
 RAMSEY, MN 55330

FIELD WORK DATE: 09/26/2023
 FIELD BOOK NO.: EDS-15

DRAWN BY: IS
 CHECKED BY: VS
 PROJECT NO.: 23-146
 SHEET NO. C17