

Attachment B

AGREEMENT REGARDING WATERSHED MAINTENANCE AGREEMENT

THIS AGREEMENT REGARDING WATERSHED MAINTENANCE AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____, 2021, by and between **AHSL PARTNERS LLC**, a Minnesota limited liability company (“AHSL”) and the **CITY OF ARDEN HILLS**, a Minnesota municipal corporation (the “City”).

RECITALS

A. AHSL is the fee owner of certain real property located in Ramsey County, Minnesota, legally described on **Exhibit A** attached hereto (the "AHSL Property"); and

B. The City is the fee owner of certain real property located in Ramsey County, Minnesota, legally described in **Exhibit B** attached hereto (the “City Property”) (the AHSL Property and City Property are collectively referred to as the “Properties”); and

C. AHSL plans to construct and maintain a biofiltration system on the City Property (“Basin”) pursuant to that certain Amended and Restated Stormwater and Recreational Facilities Operation, Maintenance and Easement Agreement dated _____, 2021 and recorded on _____, 2021 in the Office of the County Recorder in and for Ramsey County, Minnesota, as Document No. _____ (the “OEM”).

D. The Rice Creek Watershed District, a watershed district with purposes and powers set forth at Minnesota Statutes Chapters 103B and 103D and a drainage authority pursuant to chapter 103E of the laws of the State of Minnesota, (“RCWD”) has required that the City and RCWD enter into that certain Maintenance Agreement – Stormwater Management Facilities – Between the Rice Creek Watershed District and City of Arden Hills, dated _____, 2021 (the “Watershed Maintenance Agreement”).

E. The parties desire to have AHSL perform all of the City’s maintenance and payment obligations set forth in the Watershed Maintenance Agreement in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Performance of Maintenance Obligations. AHSL hereby agrees to perform all of the inspection and maintenance obligations set forth in Sections 2, 3, and 4 of the Watershed Maintenance Agreement in accordance with the terms of the Watershed Maintenance Agreement. Owner shall construct the Stormwater Facilities in accordance with the plans.

2. Performance of Payment Obligations. Provided the City promptly delivers to AHSL a copy of any notice delivered by RCWD to the City pursuant to Section 5 of the Watershed Maintenance

Agreement (and in no event later than 5 business days after such notice is delivered to the City), then, in the event RCWD takes steps that it deems reasonable to correct the deficiency detailed in said notice in accordance with the terms of said Section 5 of the Watershed Maintenance Agreement, AHSL shall pay directly to RCWD all amounts due to RCWD pursuant to said Section 5 of the Watershed Maintenance Agreement in connection with the associated work performed by RCWD.

3. City Obligations. Notwithstanding anything herein to the contrary, if the City conveys into private ownership a fee interest in all or any portion of the City Property, then the City shall be obligated to comply with, and perform the obligations set forth in, Section 7 of the Watershed Maintenance Agreement, and AHSL shall have no obligations in connection with the obligations set forth in said Section 7 of the Watershed Maintenance Agreement.

4. Notices. All notices or copies of notices required or permitted to be delivered under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner: AHSL Partners LLC
 Attention: Roger Fink
 3601 18th Street South, Suite 103
 St. Cloud, Minnesota 56301

To the City: City of Arden Hills
 Attention: City Administrator
 1245 West Highway 96
 Arden Hills, Minnesota 55112

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

[Signature Pages Follow]

[Signature Page 1 of 2 to Agreement Regarding Watershed Maintenance Agreement]

AHSL:

AHSL PARTNERS LLC,
a Minnesota limited liability company

By: _____

Jeffrey Drown

Its: President

[Signature Page 2 of 2 to Agreement Regarding Watershed Maintenance Agreement]

CITY:

CITY OF ARDEN HILLS

By: _____
David Grant, Mayor

By: _____
Dave Perrault, City Administrator

**EXHIBIT A
TO
AGREEMENT REGARDING
WATERSHED MAINTENANCE AGREEMENT**

Legal Description of the AHSL Property

Lot 1, Block 1, ARDEN HILLS SENIOR LIVING, Ramsey County, Minnesota.

**EXHIBIT B
TO
AGREEMENT REGARDING
WATERSHED MAINTENANCE AGREEMENT**

Legal Description of the City Property

Outlot A, ARDEN HILLS SENIOR LIVING, Ramsey County, Minnesota.