

## LIFT STATION AND FORCEMAIN OPERATIONS AND MAINTENANCE AGREEMENT

**THIS AGREEMENT** made this 24th day of October, 2022, by and among the City of Arden Hills, a Minnesota municipal corporation (hereinafter referred to as the "City") and Independent School District #621, a School District, with reference to the following facts and circumstances:

- A. Independent School District #621 is the fee owner of certain real property situated in the City of Arden Hills, Ramsey County, Minnesota, legally described as follows:

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(hereinafter referred to as the "Subject Property")

Northeast Quarter (NE 1/4) of Northwest Quarter (NW 1/4) and the West four hundred (400) feet of Northwest Quarter (NW 1/4) of Northeast Quarter (NE 1/4) South of center line of County Road F and subject to County Road F., all in Section twenty-eight (28), Township thirty (30), Range twenty-three (23), Ramsey County, Minn., subject to easements of record.

AND

(Per Warranty Deed Doc. No. 1277137)

That part of the Southeast quarter (SE 1/4) of the Southwest quarter (SW 1/4) of Section twenty-one (21), township thirty (30), Range twenty-three (23), lying South of the center line of County Road F and subject to F, Ramsey County, Minnesota

(Per Warranty Deed Doc. No. 4701564) - SOR Real Estate, LLC

All that part of the following described tract:

That part of the Southeast Quarter of the Southwest Quarter of Section 21, Township 30, Range 23, Ramsey County, Minnesota, lying Southerly of State Trunk Highway 100, now Interstate Highway 694, and north of County Road F;

which lies easterly of the following described line:

From a point on the west line of said Section 21, distant 832.5 feet north of the southwest corner thereof, run northeasterly at an angle of 85°19' with said west section line for 416.6 feet; thence deflect to the right on a 1°00' curve (delta angle 14°12') for 1420 feet; thence on tangent to said curve for 111.7 feet to the point of beginning of the line to be described; thence deflect to the right at an angle of 90°00' for 650 feet and there terminating.

- B. As a condition of its approval of the development for the Subject Property, City of Arden Hills has required that the parties hereto enter into an agreement, which makes provision for: the maintenance of one sanitary sewer structure, z e also known as 1) sanitary lift station and a forcemain. The lift station and forcemain shall be constructed by Kraus-Anderson within the boundaries of the property outlined in paragraph "A" of this Agreement as the same are described and depicted in those certain construction plans drawn by Bolton & Menk, Inc. and approved by the City.
- C. The parties hereto desire to set forth their agreements with respect to the maintenance of the sanitary sewer structure (sanitary lift station and forcemain) and the costs of such maintenance.

**NOW THEREFORE**, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. For the purposes of this Agreement, maintenance of the sanitary lift station and forcemain shall mean the as needed inspection and certification by a qualified professional that the sanitary sewer structure is functioning in accordance with the approved plans and, if necessary, the following actions will be taken to maintain the proper operation and function of the sanitary sewer structure.
  - a. Monitor the lift station / pumps on an annual basis and as needed per the manufacturer's recommendations.
  - b. Cleaning of the forcemain on an as needed basis.

2. The owners of the subject property or its current owner shall be solely responsible for the maintenance of the lift station and forcemain (including the forcemain connection at the downstream structure), and shall bear all costs of such maintenance. If Independent School District #621 does not undertake the necessary maintenance within 30 days of notification by the City, the City may undertake such maintenance, but the costs reasonably incurred by the City for performing such maintenance shall be reimbursed to the City by the owner(s) of the Subject Property.
3. All reasonable costs the City may incur in performing its maintenance responsibility under this Agreement shall be reimbursed to the City by the owners of the various lots contained within the Subject Property with such costs to be allocated among those lots on equal basis per lot.
4. If the City is not reimbursed within thirty (30) days, the City may levy a special assessment equal to the amount of the reasonable City costs incurred against the Subject Property on each occasion that the City is required to perform the maintenance. The special assessment shall be apportioned (fraction) to each of the lots constituting the Subject Property. If a lot is subsequently subdivided, the special assessments for the subdivided lot shall be reapportioned on a square footage basis over the new lots created from the subdivided lot. The assessment shall be spread over five (5) years together with annual interest equal to the prime interest rate on the unpaid balance. The current owner of the Subject Property waives all procedural and substantive objections to the public improvements and special assessments including but not limited to hearing and notice requirements, and claims that the amount of the assessment exceeds the benefit to the property. The right to appeal the assessments pursuant to Minn. Stat. § 429.081 is also waived.
5. 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 and shall be recorded against the title to the Subject Property.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY OF ARDEN HILLS

By: \_\_\_\_\_  
David Grant, Mayor

By: \_\_\_\_\_  
Dave Perrault, City Administrator

PROPERTY OWNER:

Bernice Humnick - Mounds View Schools  
By: \_\_\_\_\_  
Its: Executive Director of Business Svc

STATE OF MINNESOTA )  
  ) SS.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by David Grand and Dave Perrault, the Mayor and City Administrator, respectively, of the City of Arden Hills, a Minnesota municipal corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
  ) SS.  
COUNTY OF RAMSEY )

The foregoing was acknowledged before me this 19<sup>th</sup> day of October, 2022, 2019, by Bernice Humnick the Executive Director of Business Services of Mounds View Public Schools, a Public School District corporation on behalf of said corporation.

Britt L. Pease  
\_\_\_\_\_  
Notary Public

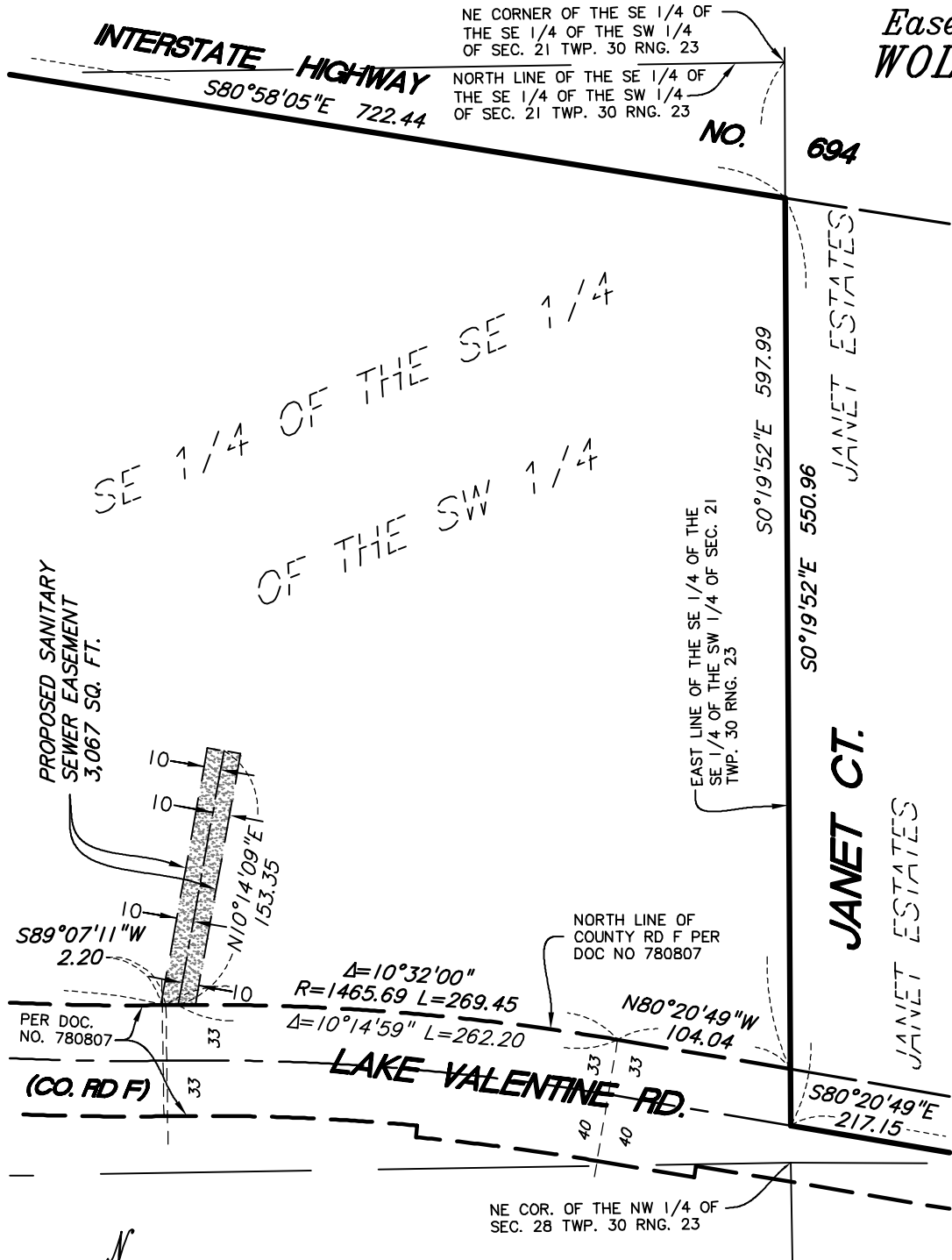
THIS INSTRUMENT DRAFTED BY  
Bolton & Menk, Inc.  
7575 Golden Valley Road  
Suite 200  
Golden Valley, MN 55427



# Easement Sketch For: WOLD ARCHITECTS

## PROPOSED EASEMENT DESCRIPTION

A 20.00 foot wide easement over, under and across the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 21, Township 30, Range 23, Ramsey County, Minnesota. The centerline of said easement is described as commencing at the northeast corner of said Southeast Quarter of the Southwest Quarter of Section 21; thence on an assumed bearing of South 0 degrees 19 minutes 52 seconds East, along the east line of said Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 21, a distance of 597.99 feet to the north line of County Road F per Document No. 780807; thence North 80 degrees 20 minutes 49 seconds West, along said north line of County Road F, a distance of 104.04 feet to a point of tangency in said north line of County Road F; thence westerly a distance of 262.20 feet, along said north line of County Road F, being a tangential curve concave to the south, having a radius of 1465.69 feet and a central angle of 10 degrees 14 minutes 59 seconds to the point of beginning of the centerline to be described; thence North 10 degrees 14 minutes 09 seconds East 153.35 feet and said centerline there terminating. The sidelines of said easement are to be prolonged or shortened to terminate at said north line of County Road F.

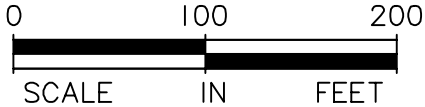


I hereby certify that this sketch, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 19th day of October, 2022

SUNDE LAND SURVEYING, LLC.

By: Arlee J. Carlson  
Arlee J. Carlson, P.L.S. Minn. Lic. No. 44900



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