

IN THE MATTER OF THE APPLICATION
OF GMW, INC. TO THE RICE CREEK WATERSHED
DISTRICT FOR A GRADING PERMIT (PA#79-89)

WHEREAS, GMW, Inc., a Minnesota corporation, has applied for a permit to grade property in the City of Roseville, Ramsey County, Minnesota, over a portion of which runs Lateral #1 to County Ditch #4; and,

WHEREAS, said Lateral #1 to County Ditch #4 was constructed in 1907, and the subject property was assessed for said improvement; and

WHEREAS, said Lateral #1 originated at the southeast boundary of Oasis Pond located on the subject property and originally ran in a southeasterly path across the subject property to a pond located on property immediately adjacent (east) of the subject property; and,

WHEREAS, an extension to Lateral #1 was constructed in approximately 1951 which drained water into said pond through a 30" storm sewer, which drainage in turn flowed through Lateral #1 to Oasis Pond; and,

WHEREAS, said extension to Lateral #1 was improved by the City of Roseville by a storm drainage improvement project (69-21) whereby a 54" storm sewer line replaced the 30" line and bypassed said pond area and Lateral #1 and now empties drainage water directly into County Ditch #4 at approximately County Road C2 which is north of and down-flow of said Oasis Pond; and,

WHEREAS, the adjacent property has been graded and the pond area located thereon filled, and that the only remaining portion of Lateral #1 is located solely on the subject property and is now non-functioning and obsolete and serves to drain only local surface water from a portion of said subject property; and,

WHEREAS, the said 1969 54" storm sewer project (69-21) now adequately and completely drains all water for any adjacent lands and all other affected properties whose drainage previously drained through said Lateral #1;

NOW, THEREFORE, GMW, INC., in consideration of the foregoing recitals, agrees that if the Rice Creek Watershed District grants the application and issues said grading permit, that GMW, Inc. will:

- 1) Upon demand from said Rice Creek Watershed District, or any affected property owner whose drainage rights to said Lateral #1 may in the future be adversely affected by any grading or filling of said Lateral #1 pursuant to the permit, remove at its own expense said fill and regrade said Lateral #1 as may be necessary and directed by the Rice Creek Watershed District and/or its Board of Managers.
- 2) Hold harmless, defend, and indemnify said Rice Creek Watershed District and its Board of Managers from all claims, demands, and liability resulting from the grading and filling by GMW, Inc. as contemplated hereunder, including all expense and cost of defense of any legal action taken against said Rice Creek Watershed District or its Board of Managers, whether said action is civil or criminal in nature, and to pay any damages awarded or fines imposed therefrom.
- 3) Not assert as defense to any claims or actions the issuance of said permit by the Rice Creek Watershed District.

Further, that all of the foregoing recitals and covenants are made a part of the conditions under which the permit is to be issued by the Rice Creek Watershed District. This Agreement shall be binding on the successors and assigns of GMW, Inc.

Dated this 2nd day of October, 1979.

GMW, Inc.

By JR Schabert
Title: VP, Real Estate & Ins.