

DECLARATION OF  
COVENANTS AND RESTRICTIONS  
RELATING TO  
STORMWATER BEST MANAGEMENT PRACTICES (BMPs)

THIS DECLARATION OF COVENANTS AND RESTRICTIONS RELATING TO STORMWATER BEST MANAGEMENT PRACTICES (BMPs) is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the Property Owner(s) (hereinafter referred to as the “Owner”).

WHEREAS, the Owner is the fee simple owner of the real property located at \_\_\_\_\_ in Roseville, Minnesota, legally described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the “Property”); and

WHEREAS, the Owner intends to construct improvements on the Property which will require the construction of one or more stormwater best management practices (“BMP(s)”); and

WHEREAS, the Owner has submitted to the City plans for the stormwater BMP(s), which are described and depicted in Exhibit A attached hereto; and

WHEREAS, the Owner desires to make this Declaration to accommodate the construction and maintenance of the stormwater BMP(s);

NOW THEREFORE, for good and valuable consideration the Owner hereby declares, covenants and agrees that the Property shall be held, transferred, sold, conveyed and used, subject to the rights, restrictions, covenants and agreements set forth herein, which rights, restrictions, covenants and agreements shall run with the Property, shall be binding upon all parties who now have or may hereinafter acquire a right, title or interest in the Property, and their heirs, representatives, successors and assigns, and shall inure to the benefit of the City.

1. The Owner hereby agrees to construct on the Property, at the sole cost of the Owner, the stormwater BMP(s) described and depicted in Exhibit A. The stormwater BMP(s) shall be constructed and maintained in accordance with all laws, rules, ordinances and regulations of the City and all other governmental authorities and agencies having authority over the Property and the construction and maintenance of the stormwater BMP(s).
2. The Owner shall, at the sole cost of the Owner, be responsible for, and shall perform, all maintenance and management of the stormwater BMP(s).
3. The Owner shall maintain the stormwater BMP(s) in a way which does not compromise the effectiveness or original intent of the design of the BMP(s). Maintenance shall include, but is not limited to:
  - A. Regular weeding and replacement of plant material as needed;
  - B. Regular cleaning of silt, sediment, trash, and other debris to facilitate draw-down of the basin within 24 hours;
  - C. Repairing eroded areas of the basin; and
  - D. Such other maintenance as the City reasonably deems necessary for the proper operation and effectiveness of the stormwater BMP(s).
4. If the Owner does not maintain the stormwater BMP(s) in the manner set forth in this Agreement, the City may, at its option, after giving the Owner at least 10 days prior written notice (except that in case of an emergency no notice need be given) perform the maintenance deemed necessary by the City, whereupon the Owner shall reimburse the City for any expense incurred within 30 days after the delivery by the City to the Owner of a written invoice for such maintenance work. In the event that the City, rather than a third party, performs the maintenance work the cost of such work shall be determined by multiplying the City employee's hourly rate times 1.9 times the number of hours expended, for each employee (including administrative employees) involved in such corrective work. In the event that the Owner does not pay the amount stated in the invoice in full within said 30 day period, the City shall have the right to assess the unpaid amount against the Property pursuant to Minnesota Statute § 429.101. The Owner hereby grants to the City and its employees, agents, and contractors (collectively the "City Parties"), the right to enter the Property from

time to time to inspect the stormwater BMP(s) and to perform such maintenance. The Owner hereby releases the City Parties from any claims, damages, loss, costs and expenses arising out of or relating to any maintenance work performed by the City Parties.

5. The Owner shall, prior to the construction of the stormwater BMP(s), obtain a Residential Stormwater Permit from the City Engineer. In addition thereto, the Owner shall submit annual maintenance letters, documenting the ongoing, required maintenance of the stormwater BMP(s) and obtain a Residential Stormwater Permit recertification every 5 years following the date of this Agreement.
6. The Owner agrees to record, and pay all costs associated with the recording of this Agreement, in the office of the Ramsey County Recorder or Registrar of Titles, whichever is applicable, and provide proof of recording to the City. The recording of the Agreement shall be completed prior to commencing any work on the Property.
7. The City may enforce this Agreement by any means available at law or in equity, including but not limited to injunctive relief and specific performance. The City shall be entitled to recover an award of reasonable attorney's fees from the Owner in any action to enforce this Agreement. The right to enforce the terms of this Agreement shall not be waived or forfeited by any prior forbearance or failure to act on the part of the City.
8. The Owner agrees to notify the City prior to any sale of the Property so that the City can notify the new property owner(s) and explain the function of the installed BMP(s).
9. Any notice required or permitted to be given by the City to the Owner shall be deemed given in accordance with this Agreement if it is mailed to the Owner addressed to the Property. Any notice required or permitted to be given by the Owner to the City shall be deemed given in accordance with this Agreement if it is mailed to the City Engineer addressed to the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. Notices shall be deemed to have been given one day after deposit in the U.S. Mail.
10. The right of entry and all of the agreements, covenants, obligations and provisions of this Agreement shall be binding upon the Owner, and the Owner's heirs, representatives, successors and assigns, shall run to the benefit of the City, and its successors and assigns, and shall run with the land.



**EXHIBIT A**  
**STORMWATER BEST MANAGEMENT PRACTICES**