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**DECLARATION OF COVENANTS, EASEMENT AND AGREEMENT  
FOR MAINTENANCE OF STORMWATER FACILITIES**

This Declaration of Covenants, Easement and Agreement for Maintenance of Stormwater Facilities (the "Agreement") is made by and between St. Olaf College, a Minnesota nonprofit corporation, 1520 St. Olaf Avenue, Northfield, Minnesota 55057 (the "Owner" or "Responsible Party"), and the City of Northfield, a Minnesota municipal corporation, 801 Washington Street, Northfield, MN 55057 (the "City"); (collectively the "parties").

**RECITALS:**

WHEREAS, the Owner is the fee owner of certain real property located in the City of Northfield, Rice County, Minnesota, legally described as follows:

See Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the City Development Review Committee ("DRC") approved a site plan for improvements for a development consisting of a parking lot and associated improvements including storm sewer, storm water management facilities, grading and erosion control facilities and other private improvements (the "project") upon the Property; and

WHEREAS, all construction and site improvements for the project must be in conformance with the approved site plan (the "Site Plan") and in conformance with City Code; and

WHEREAS, the Owner plans to install, operate, repair and maintain a storm water facilities consisting of a stormwater filtration basin and related appurtenances (the "Facilities") on a portion of the Property for future use and benefit of the project; and

WHEREAS, the Facilities on the Property were designed by Sunde Engineering, PLLC. in accordance with the requirements of City Code, Chapter 22, Environment, Article VI, Surface Water Management, Division 2, Stormwater Management; and

WHEREAS, the Owner shall install, operate, repair, and maintain the Facilities pursuant to City Code and in accordance with those approved plans and specifications, including but not limited to the following plans, attached hereto as Exhibits and incorporated herein by reference, hereinafter collectively referred to as the “specifications”:

- Exhibit B Site Plan (C1)
  - Exhibit C Grading, Drainage, and Erosion Control Plan (C2)
  - Exhibit D Landscape Plan (C1)
  - Exhibit E Site Plan Notes (C3)
  - Exhibit F Stormwater Pollution Prevention Plan (C4 – C6)
  - Exhibit G Stormwater Best Management Practices, Operation and Maintenance Plan (The Plan is on file with the City of Northfield. The Plan outlines the schedule for inspections and the locations and items to be inspected. The Plan shall provide guidance as to when and where maintenance should be completed.)
- ; and

WHEREAS, in order to provide stormwater management and control, to meet the City’s stormwater permitting requirements, and to promote the water quality and volume control to the City’s stormwater system and water bodies, the Owner and the City agree that it is reasonable and appropriate for the City to require the Owner and all subsequent owners of the Property to inspect, operate, repair, maintain and replace, at the Owner’s cost and expense, the Facilities on a regular basis to ensure that the Facilities function as intended in compliance with the specifications, applicable law, stormwater permitting requirements, as applicable, and this Agreement; and

WHEREAS, pursuant to City Code, the Owner and the City desire to set forth, in this recordable instrument, their agreement to establish covenants and declarations upon the Property for the installation of and ongoing operation, repair, maintenance and replacement of the Facilities on the Property by the Owner and the Owner’s successors and assigns at the Owner’s and the Owner’s successors’ and assigns’ cost and expense.

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 agree as follows:

1. Installation, Construction and Maintenance.
  - a. Construction and Installation Requirements. The Owner shall construct and install the Facilities in accordance with the Site Plan, the approved specifications and this Agreement, at the Owner’s sole cost and expense.
  - b. Maintenance Obligation. The Owner shall operate, maintain, repair and replace, as applicable, the Facilities in accordance with the Site Plan, the approved specifications, this Agreement, and applicable law and City Code, as amended, at the Owner’s sole cost and expense.

- c. Snow and Leaf Removal and Prohibited Storage. The Owner shall sweep clean the private streets, driveways, parking area and walkways on the Property in April or May and October or November each year to remove from the Property all sand and salt deposited on the private streets, driveways, parking area and walkways. The Owner shall also remove all tree leaves from the Property after they fall to the ground in October or November each year.
- d. Personal Property or Debris Storage Prohibited. The Owner shall not deposit or store any personal property or debris, litter, or other objects within the Facilities or in any manner that will otherwise interfere with the proper operation and maintenance of the Facilities, and the Owner shall use reasonable efforts to keep the Facilities free of any debris, leaves, litter, or other objects.
- e. Maintenance of Vegetation. As applicable, the Owner shall maintain and, when necessary, replace approved plants and vegetation set forth in the specifications. Notwithstanding normal plant maintenance, such as pruning, dividing or thinning vegetation, the Owner shall seek approval from the City before materially altering the plants used as part of or in relation to the Facilities. The Owner shall not use any chemicals within the Facilities unless first approved by the City and only when necessary for the protection of the Facilities or vegetation associated therewith. The Owner shall repair any erosion within or surrounding the Facilities. The Owner shall conduct monthly inspections of the Facilities during the growing season, at the Owner's sole cost and expense, to ensure the Facilities and associated vegetation are maintained in material compliance with the specifications, this Agreement, and applicable law and City Code, as amended. If necessary, the Owner shall repair the Facilities if not in conformance with the standards set forth herein. Repairing landscape and vegetation to maintain a healthy plant community associated with the Facilities may include replacement of dead or diseased plants, vegetation or mulch and removal of noxious weeds, litter or other debris.
- f. Maintenance Costs. The Owner shall incur and pay all costs associated with operating, maintaining, repairing and replacing the Facilities on the Property pursuant to the terms and conditions of this Agreement and applicable law and City Code, as amended.
- g. Record Drawing Submittal. The Owner shall submit a record drawing to the City of the installed Stormwater Management Facilities. The Owner shall include all information referenced in the Record Plan Requirement document.

## 2. Inspections.

- a. Annual Inspections. The Facilities shall be inspected annually by a Qualified Person selected by the Owner to determine whether or not the same are functioning in accordance with the specifications, this Agreement, and applicable law and City Code, as amended. As used in this Agreement, the term "Qualified Person" shall mean a professional engineer licensed by the State of Minnesota, or a person

approved by the City Engineer based on training and experience. The Owner's responsibilities under this Section shall be at the Owner's sole cost and expense. If, as a result of the inspection, the Facilities or any portion thereof are determined not to be functioning in accordance with the specifications, this Agreement, or applicable law and the City Code, as amended, the Owner shall restore/repair/replace, as necessary, the Facilities, or portions thereof, as necessary or required by the City, to function as specified herein. Upon request from the Owner, the City Engineer may establish an inspection schedule permitting such inspections to be performed less frequently than annually, but the City Engineer may reinstate the annual inspection schedule at any time by notice to the Owner in the City Engineer's sole judgment and discretion.

- b. City Notification of Inspection. The City shall be notified at least 48 hours prior to the annual inspections or any repair, maintenance or replacement of the Facilities and, at the sole cost of the City, a representative of the City may observe any inspection, repair, maintenance or replacement. The same shall be subject to any permitting that is applicable to the same.
- c. City Right of Entry and Independent Inspection. Pursuant to City Code, Section 22-306, which is incorporated herein by reference as amended, The City shall have right of entry onto the Property to inspect the Facilities at any reasonable time and in a reasonable manner, provided that the City shall use reasonable efforts to provide prior written notice to the Owner of its intent to enter the Property to inspect in order to allow a representative of the Owner to be present and observe any inspection. The City shall have the right to enter the Property upon reasonable notice to Owner (except in the event of an emergency) when the City has a reasonable basis to believe that a violation of the specifications, this Agreement, or applicable law and City Code, as amended, is occurring or has occurred and to enter upon the Property when necessary, in the City Engineer's sole judgment and discretion, for abatement of a public nuisance or correction and enforcement of a violation of City Code or this Agreement. The City shall not be subject to or liable for any claims of trespass by the Owner in exercising its rights under this Agreement.
- d. Inspection and Maintenance Report. The Owner shall submit a report to the City, no later than two (2) weeks after any annual inspection or maintenance of the Facilities, providing the following information:
  - i. Date and time of inspection;
  - ii. Log of findings;
  - iii. Date and time of maintenance; and
  - iv. Log of maintenance performed.

3. Remediation and Waiver of Rights.

- a. Remediation Plan. If the City Engineer determines that the Facilities do not conform to the Site Plan, the approved specifications, this Agreement, or applicable law and City Code, as amended, the City Engineer shall notify the Owner of the deficiency in writing. The Owner shall submit a proposed remediation plan and schedule to the City Engineer within thirty (30) days after receipt of such written notice from the City. City and Owner shall use good faith efforts to agree on remediation plans. If the proposed remediation plan and schedule are not acceptable to the City Engineer, the City Engineer shall provide written notice to the Owner of the deficiency, and the Owner shall submit a revised plan to the City Engineer within fourteen (14) days after receipt of such written notice. If the City Engineer approves the proposed remediation plan and schedule, the Owner shall perform the remediation in compliance therewith at the Owner's sole cost and expense, subject to any applicable permitting requirements.
- b. Failure to Repair. If the Owner fails to submit a proposed remediation plan and schedule to the City Engineer as prescribed above, or fails to implement a City Engineer approved remediation plan to bring the Facilities into compliance with the specifications, this Agreement, or applicable law and City Code, as amended, then the same shall constitute an event of default, and at the sole cost and expense of the Owner, the City shall have the right, but no obligation, to prepare a remediation plan for the Facilities, enter upon the Property and complete all work necessary to correct the Facilities so as to bring the Facilities into compliance.
- c. Reimbursement to the City. The Owner shall reimburse the City within thirty (30) days after receipt of an invoice from the City for any and all reasonable costs incurred by the City in connection with preparing a remediation plan for the Facilities and all work completed by the City to bring the Facilities back into compliance or cure an event of default of any of the terms and conditions of this Agreement.
- d. Waiver of Rights and Certification. If the Owner does not timely reimburse the City as required above, the City may recover its costs by levying a special assessment against the Property certifying the same to the Rice County Auditor for collection in the same manner as property taxes upon the Property. The Owner, on behalf of itself and its successors and assigns, hereby acknowledges the benefit of such inspection/maintenance/repair/replacement of the Facilities to the Property by the City and hereby expressly waives any rights to hearings, notice of hearings, objections or appeal relating to the levying of any City assessments, the right to contest the City levied assessments under Minnesota Statutes § 429.081 or the certification of such levied assessments to the Rice County Auditor for collection with property taxes upon the Property.
- e. Right of Entry. The City shall have the right to enter the Property to implement the terms of this Paragraph 3 and enforce City Code, including but not limited to Chapter 22, and applicable law. The City shall not be subject to or liable for any

claims of trespass by the Owner. City Code, Section 22-308 is incorporated herein by reference, as amended.

4. Standards for Performance. Any act of construction, installation, operation, maintenance, repair or replacement to be performed under this Agreement shall be performed in a good and workmanlike manner pursuant to sound engineering practices and in compliance with all applicable governmental requirements, City Code, the Site Plan, the approved specifications, and applicable law and rules.
5. Grant of Easement. For valuable consideration, Owner conveys to the City an easement for inspection, maintenance and repair of the Facilities for purposes over, under, and across the Property (the "Easement"). The Easement hereby conveyed includes the right of the City, its contractors, employees, agents and assigns to:
  - a. reasonable right of ingress and egress to inspect the Facilities in accordance with the Agreement;
  - b. reasonable right of ingress and egress to perform the Owner's remediation obligations upon default by Owner in accordance with this Agreement;
  - c. locate, construct, reconstruct, replace, operate, maintain, inspect, alter and repair the Facilities in accordance with this Agreement in the event the Owner fails to timely perform such obligations to the City Engineer's satisfaction following notice thereof from the City to the Owner; and
  - d. cut, trim, or remove trees, shrubs, or other vegetation that, in the City's judgment, unreasonably interfere with the Facilities in the event the Owner fails to timely perform such obligations to the City Engineer's satisfaction following notice thereof from the City to the Owner.
6. Amendment, Release or Termination. Notwithstanding anything herein to the contrary, no amendment, release or termination of any of the provisions of this Agreement shall be effective or may be filed of record unless the City consents in writing to the amendment, release or termination. Such consent must be evidenced by a resolution duly approved by the City Council, or successor body. The Owner, on behalf of itself and its successors and assigns, expressly acknowledges and agrees that the City has no obligation whatsoever to approve or act upon any proposed amendment, release or termination, and may withhold or delay consent for any reason or no reason whatsoever, or may condition consent upon such terms and conditions as the City deems desirable, it being the City's absolute right and prerogative to insist that the terms of this Agreement remain in effect and unaltered and to permit amendment, release or termination only at such times and under such circumstances, if any, as the City deems necessary or desirable in the exercise of the City's sole judgment and discretion. The Owner, on behalf of itself and its successors and assigns, further agrees and covenants, consistent with this acknowledgment, not to institute any legal proceedings against the City on the grounds that the City failed to respond appropriately to a proposed amendment, release or termination, and to indemnify the City

against any expense, including litigation costs and attorneys fees, which the City incurs as a result of any violation by that party of this covenant. The City may, at any time, give up the right to approval granted hereunder, said action to be evidenced by City Council resolution. Notwithstanding anything herein to the contrary, the Property shall not be deemed dedicated to the public or otherwise public land. The City shall have no obligation and no right, other than as provided in this Agreement or under the ordinances, statutes and other laws, as applicable, under which the City operates, to maintain or administer the Property.

7. Duration. This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties, and any and all of their successors and assigns.
8. Authority. The Owner covenants with the City that they are the fee owners of the Property as described above and have good right to create the covenants contained herein.
9. Attorney's Fees. If any action at law or in equity shall be brought by the City on account of any breach or default of this Agreement by the Owner, the City shall be entitled to recover from the Owner reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.
10. General Terms.
  - a. RECITALS. The recitals to this Agreement are made a part hereof and incorporated herein by reference.
  - b. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
  - c. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
  - d. NOTICES. All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, and addressed to the other party to this Agreement, to the address set forth in this Agreement, or if to a party not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner. Any party may change its address by giving notice in writing,

stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

- e. **NOT PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and the Owner.
- f. **CUMULATIVE RIGHTS.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the City is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- g. **COMPLIANCE WITH LAWS.** Owner shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the Facilities, improvements, personal property, programs and staff for which the Owner is responsible.
- h. **GOVERNING LAW.** This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles. Northfield City Code, Chapter 22, Environment, Article VI, Surface Water Management, Division 2, Stormwater Management, is incorporated herein by reference, as amended.
- i. **DATA PRACTICES.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- j. **NO WAIVER.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- k. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this

Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

- l. HEADINGS AND CAPTIONS. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- m. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and Owner arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- n. RECORDING. This Agreement shall bind the heirs, executors, administrators, assigns and successors of the parties. This Agreement shall be recorded by the City at the expense of the Owner within 30 days of full execution hereof.

*[Remainder of page left intentionally blank.]*



**CITY OF NORTHFIELD**

By: \_\_\_\_\_  
Erica Zweifel, Its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lynette Peterson, Its City Clerk

Date: \_\_\_\_\_

COUNTY OF RICE            )  
                                          ) ss.  
STATE OF MINNESOTA    )

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on \_\_\_\_\_, 20\_\_\_\_, by Erica Zweifel and Lynette Peterson, respectively the Mayor and City Clerk, on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota.

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

**THIS INSTRUMENT WAS DRAFTED BY:**

City of Northfield – Engineering Division  
801 Washington Street  
Northfield, MN 55057  
507-645-3020

EXHIBIT A

Legal Description of Property

The Southwest Quarter of the Northeast Quarter of  
Section 35, Township 112, Range 120, Rice County,  
Minnesota. (This is part of PID #22.35.4.00.001)

**EXHIBIT B**

**Site Plan (C1)**



**EXHIBIT C**

**Grading, Drainage, and Erosion Control Plan (C2)**



**EXHIBIT D**

**Landscape Plan (C1)**



**EXHIBIT E**

**Site Plan Notes (C3)**



**EXHIBIT F**

**Stormwater Pollution Prevention Plan (C4 – C6)**







**EXHIBIT G**

**Stormwater Best Management Practices, Operation and Maintenance Plan**

# Stormwater Best Management Practices (BMP) Operations and Maintenance Plan

**St. Olaf College – Parking Lot  
1520 St. Olaf Avenue, Northfield, MN 55057**

List of Stormwater BMPs to be inspected and maintained:

**Filtration Basin**

**Rainguardian Turret (x3)**

Refer to associated location map at the end of this document.

Owner:

**Kevin J. Larson**

**Director of Facilities – St. Olaf College**

**1520 St. Olaf Avenue**

**Northfield, MN 55057**

Party Responsible for Maintenance:

**Kevin J. Larson**

**Director of Facilities – St. Olaf College**

**1520 St. Olaf Avenue**

**Northfield, MN 55057**

**507-301-5720**

**larsonkj@stolaf.edu**

Plan prepared by:

**Mike Kettler**

**Sunde Engineering, PLLC.**

**10830 Nesbitt Avenue South**

**Bloomington, MN 55437-3100**

**04/16/2025**

## Inspection Activities:

### Filtration Basin

<u>Inspection Activity*</u>	<u>Inspection Frequency</u>	<u>Actions</u>
Visual inspection of outlet pipe and overflow	At a minimum every year, or after large storm events (0.5-inch or greater)	Remove any trash and debris from outlets. Replace any damaged or compromised components.
Visual inspection of sediment accumulation in basin	Monthly, or after large storm events (0.5-inch or greater)	Remove accumulated sediment. Vacuum truck or hand work.
System Performance (design infiltration rate)	After large storm events (0.5-inch or greater). Water in system is to infiltrate within 48-hours of a storm event.	If 6-inches of visible water (or greater) is remaining in the basin, 72 hours after a 1-inch storm event, perform sediment removal maintenance action.

**Rainguardian Turret**

<u>Inspection Activity*</u>	<u>Inspection Frequency</u>	<u>Actions</u>
Visual inspection of sediment accumulation	Monthly and following large storm events	Remove accumulated sediment. Vacuum truck or hand work may be necessary. Follow manufacturer's recommendation
Visual inspection of internal components	During all inspections	Clean internal components per manufacturer's recommendations. Replace any damaged or missing parts with approved replacements.

\*For all BMPs be sure to include the frequency of inspection/ indicator that maintenance is needed.

\*For infiltration and filtration BMPs, be sure to include drawdown of system at 48 hours after a rainfall of 0.5 inch or greater.

\*For Manufactured Treatment Devices specifically, be sure to include:

1. Requirement to maintain the MTD when drawdown of the storage system upstream exceeds 48 hours.
2. Maximum design maintenance interval of 1-year or per manufacturer recommendation, whichever is shortest.
3. Submit calculations or justification that MTD sediment storage is sufficient for the maintenance interval.
4. Recommended filtration media replacement interval.

**Maintenance Activities:**

<u>Maintenance Activity</u>	<u>Maintenance Frequency</u>	<u>Notes/Additional Actions</u>	<u>Maintenance By</u>

**Equipment and tools needed to perform maintenance:**

**Typical landscape contractor field equipment.**

**Maintenance Cost Estimates:**

**\$500**

