

(Top 3 inches reserved for recording data)

**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 Acorn Mini-Storage XVI, LLC, a Minnesota limited liability company, 2830 Fairview Avenue North, Roseville, MN 55113 (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 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 new storage facility and associated improvements including roadway/driveway, sanitary sewer, storm sewer, water, storm water management facilities, sidewalk and trails, 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 storm water facilities consisting of a stormwater filtration basin, storm sewer network, 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 Elan Design Lab, Inc. 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 Overall Site Plan (C-100)
- Exhibit C Site and Utility Plan – Phase 1 (C-101)
- Exhibit D Grading and Stormwater Management Plan – Phase 1 (C-201)
- Exhibit E Enlarged Grading Plan (C-202)
- Exhibit F SWPPP (C-203)
- Exhibit G Erosion and Sediment Control Plan – Phase 1 (C-204)
- Exhibit H Drainage, Soil, and Vicinity Maps – Phase 1 (C-205)
- Exhibit I Details (C-505)
- Exhibit J Landscape Plan – Phase 1 (L-101)
- Exhibit K Stormwater Management, Operation and Maintenance
- Exhibit M Plan/Checklist (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 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 30 days after any annual inspection performed by a Qualified Person or two weeks after completion of any 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 reasonable 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 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 release or termination and no amendment of this agreement shall be effective or filed of record unless both Owner and the City consent in writing. The City’s 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. Delivery by courier for the documents reference in this section shall also be an acceptable form of transmission. 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: _____
 Rhonda Pownell, 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 _____, 2023, by Rhonda Pownell 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

Lot 1, Block 2, Armstrong Park Addition, except that part thereof replatted and included within Lot 1, Block 1, and Outlet A, Armstrong Park Addition No. 4, Northfield, Rice County, Minnesota.

EXHIBIT B

Overall Site Plan (C-100)

OWNER

OAK MANAGEMENT & DEVELOPMENT COMPANY
 6500 ANNE ARK PARKWAY, SUITE 300,
 BROOKLYN CENTER, MN 55430

OWNER REPRESENTATIVE
 415 DAVID A. HUNT
 T (952) 864-4461

ARCHITECT

ARCHITECTURAL CONSORTIUM LLC
 981 NORTH THIRD STREET,
 SUITE 220
 MINNEAPOLIS, MN 55401
 612-436-4030

PROJECT

ACORN MINI STORAGE
 NORTHFIELD, MINNESOTA

SHEET INDEX

ISSUED FOR CONSTRUCTION
 07/12/2022

NO.	DATE	DESCRIPTION
1	07/12/2022	ISSUED FOR CONSTRUCTION

Elan DESIGN
 CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
 310 4TH AVE SOUTH, SUITE 1006
 NORTHFIELD, MN 55401
 T 612-260-7900 | www.elandesign.com

CERTIFICATION
 I hereby certify that this site plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of MINNESOTA.

8/1/22
 REGISTRATION NO. 19674
 07/12/2022
 SHEET

OVERALL SITE PLAN
C-100
 PROJECT NO. ARC22013

PROJECT SUMMARY

OVERALL AREA SUMMARY

AREA	EXISTING	PROPOSED OVERALL	PHASE I
SITE AREA	202,046 SF (5.04 AC.)		
BUILDING	8,848 SF (RN)	CLIMATE CONTROLLED 24,618 SF (11%) ADDITIONAL 13,133 SF (7%) COLD STORAGE 51,156 SF (25%) 15,849 SF (RN)	CLIMATE CONTROLLED 8,848 SF (RN) COLD STORAGE 42,278 SF (19%) 52,027 SF (26%) 47,104 SF (23%) 81,945 SF (40%) 151,603 SF (68%)
TOTAL	19,796 SF (RN)	78,104 SF (RN)	47,104 SF (23%) 81,945 SF (40%) 151,603 SF (68%)
PERVIOUS	20,224 SF (RN)	77,592 SF (35%)	77,592 SF (35%)

REQUIREMENTS
 WAREHOUSE: 1 SPACE/5,000 GFA, 4000 GFA + 1 SPACE
 OFFICE: 1 SPACE/500 GFA
 BICYCLE: 2 SPACES/1000 GFA

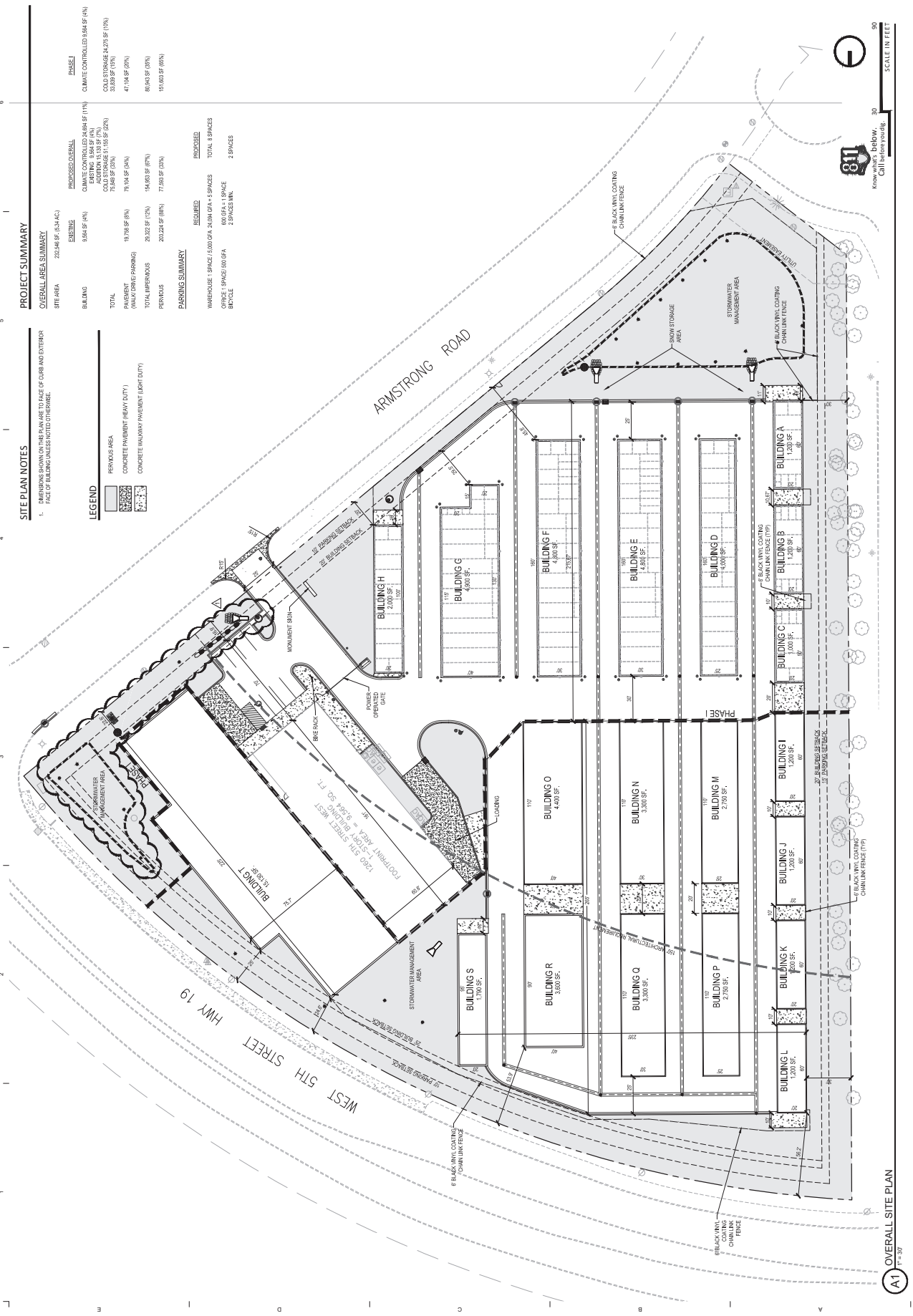
PROPOSED
 TOTAL 8 SPACES
 2 SPACES MIN.

SITE PLAN NOTES

1. DIMENSIONS SHOWN ON THIS PLAN ARE TO FACE OF CURB AND EXTERIOR FACE OF BUILDING UNLESS NOTED OTHERWISE.

LEGEND

	PERVIOUS AREA
	CONCRETE PAVEMENT (HEAVY DUTY)
	CONCRETE WALKWAY PAVEMENT (LIGHT DUTY)



SCALE IN FEET
 Know what's below. 30'
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OVERALL SITE PLAN
 P-30

EXHIBIT C

Site and Utility Plan – Phase 1 (C-101)

EXHIBIT D

Grading and Stormwater Management Plan – Phase 1 (C-201)

OAK DEVELOPMENT COMPANY
 6500 PARKWAY, SUITE 300,
 BROOKLYN CENTER,
 MN 55430

DATE: 07/12/2022
 DRAWN BY: [Name]
 CHECKED BY: [Name]

ARCHITECTURAL NORTHCOAST LLC
 981 NORTH THIRD STREET,
 SUITE 220
 MINNEAPOLIS, MN 55401
 612-436-4300

ACORN MINI STORAGE
 NORTHFIELD, MINNESOTA

ISSUED FOR CONSTRUCTION
 07/12/2022

NO.	DATE	DESCRIPTION
1	07/12/2022	ISSUED FOR CONSTRUCTION
2	07/12/2022	ISSUED FOR CONSTRUCTION



Elan DESIGN
 CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
 310 4TH AVE SOUTH, SUITE 1000
 MINNEAPOLIS, MN 55415
 612-260-7900 | www.elandesign.com

GRADING & STORMWATER MANAGEMENT PLAN - PHASE I
 C-201

PROJECT NO. ARC22013

GRADING NOTES

- VERIFY ALL FIELD CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES OR UNKNOWN UTILITIES ARE FOUND THAT IMPACT DESIGN OR IMPAIR CONSTRUCTION, NOTIFY THE OWNER IMMEDIATELY.
- FOLLOW ALL COMMENTS WITH CURRENT MINNESOTA DEPARTMENT OF TRANSPORTATION (MN DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION UNLESS NOTED.
- VERIFY ALL RECOMMENDATIONS PRESENTED IN GEOTECHNICAL EVALUATION REPORT PREPARED BY BIRDA INTERTEC ON MAY 12, 2022.
- ON-SITE SOILS ARE GENERALLY SUITABLE FOR STRUCTURAL FILL. SILTY OR ORGANIC SOILS SHALL NOT BE USED FOR STRUCTURAL FILL. PLACEMENT OF STRUCTURAL FILL SHALL BE OBSERVED AND TESTED BY A REGISTERED PROFESSIONAL ENGINEER (RPE). ALL STRUCTURAL FILL SHALL BE PLACED AND COMPACTED IN LIFTES OF APPROXIMATELY 18" TO 24" THICKNESS. EACH LIFT OF FILL SHOULD BE COMPACTED TO A LARGE WHEEL TRACK EQUIPMENT UNTIL THE IN PLACE SOIL DENSITY IS EQUAL TO OR GREATER THAN THE CONTROL ESTABLISHED WITHIN THE FOLLOWING TABULATION.

TYPE OF CONSTRUCTION	COMPACTION CRITERIA
NON-EMBEDDED FILL (UPPER 3" MAX)	90%
EMBEDDED BELOW FOUNDATIONS AND FLOORS TO CLIMATE CONTROL BUILDING	98%
EMBEDDED FILL BELOW COLD	100%
EMBEDDED FILL PLACED AS FILL	90%
EMBEDDED FILL PLACED AS FILL	90%
EMBEDDED FILL PLACED IN UPPER 1 FEET BELOW PAVEMENT AGGREGATE BASE	100%
EMBEDDED FILL PLACED IN UPPER 1 FEET BELOW PAVEMENT AGGREGATE BASE	100%

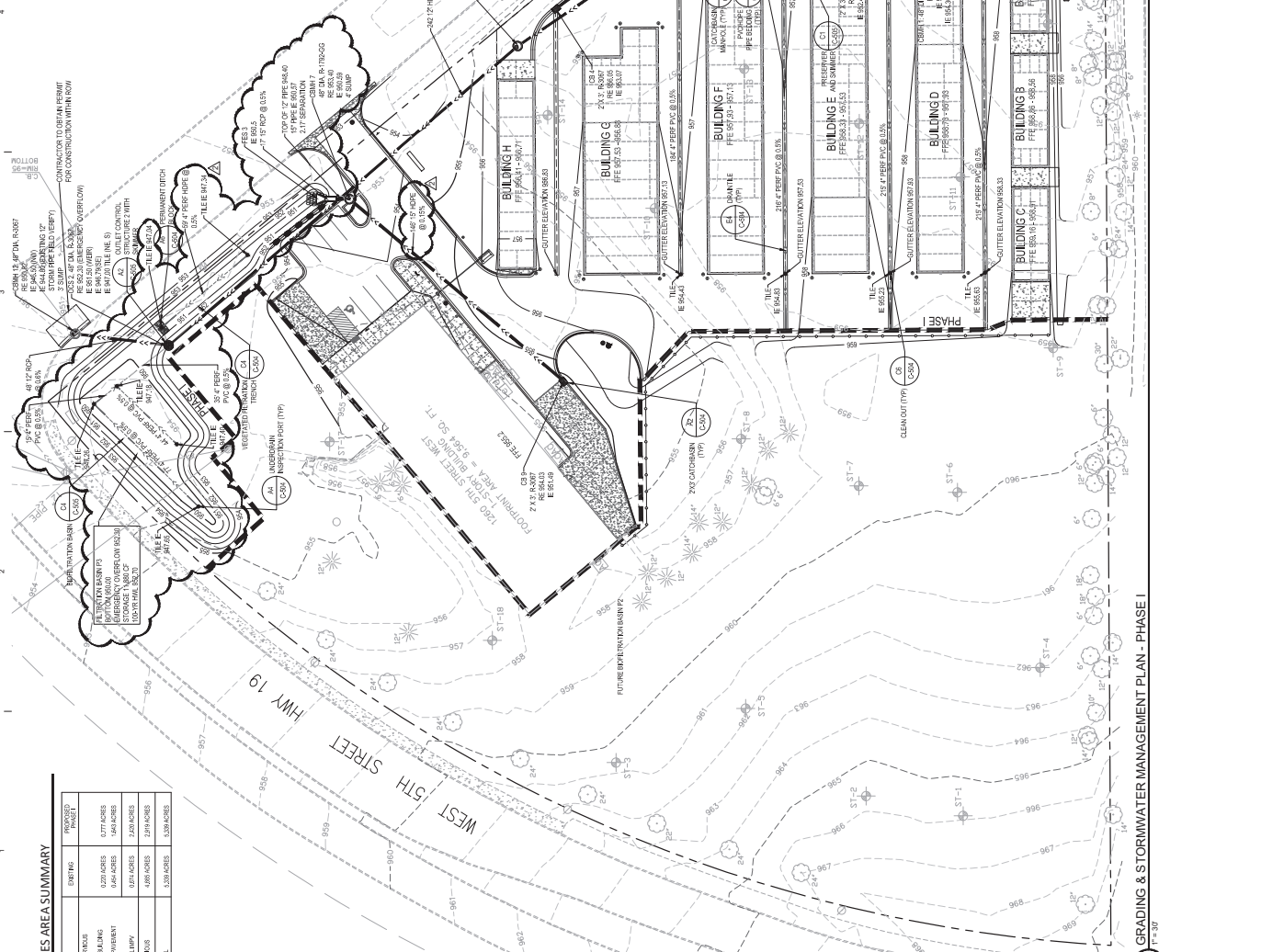
- SEWERLINES SHALL BE RETAINED BENEATH OR SLOPED TO PROVIDE SAFE WORKING CONDITIONS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ASSESSING AND VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE CONTRACTOR IS ALSO RESPONSIBLE FOR MARKING THE "COMPETENT INDICATION" AS PER SUBPART F OF 2019 MNSE FEDERAL REGISTER. DESIGN SHALL BE RESPONSIBLE FOR THE DESIGN OF SOIL UTILITY AND BUILDING RETENTION SYSTEMS.
- CONTRACTOR IS RESPONSIBLE FOR THE DESIGN OF SOIL UTILITY AND BUILDING RETENTION SYSTEMS.
- PAVEMENT: SEE DETAILS SHEET C-201 FOR BITUMINOUS AND CONCRETE PAVEMENT SECTIONS.
- CONCRETE: ALL CONCRETE SHALL BE CAST AND CURED PROPERLY. ALL CONCRETE SHALL BE TESTED AND REPORTED TO THE OWNER. ALL CONCRETE SHALL BE TESTED AND REPORTED TO THE OWNER. ALL CONCRETE SHALL BE TESTED AND REPORTED TO THE OWNER.
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- CONCRETE CURING SHALL BE PERFORMED BY APPLYING A MEMBRANE CURING COMPOUND TO THE EXPOSED SURFACE OF ALL CONCRETE. THE CURING COMPOUND SHALL BE APPLIED TO THE EXPOSED SURFACE OF ALL CONCRETE WITHIN 2 HOURS OF PLACEMENT. THE CURING COMPOUND SHALL BE APPLIED TO THE EXPOSED SURFACE OF ALL CONCRETE WITHIN 2 HOURS OF PLACEMENT.
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NPDES AREA SUMMARY

REFERENCE	TYPE	PROPOSED PROJECT
BUILDING	TYPE A	TYPE A
PAVEMENT	TYPE B	TYPE B
VEGETATION	TYPE C	TYPE C
ROADWAYS	TYPE D	TYPE D
TOTAL		

EXHIBIT E

Enlarged Grading Plan (C-202)

OWNER
OAK MANAGEMENT & DEVELOPMENT COMPANY
 6500 WILSON PARKWAY, SUITE 300
 BROOKLYN CENTER, MN 55430

OWNER REPRESENTATIVE
 GUY DAVID A. HUNT
 T (952) 864-4461

ARCHITECTURAL CONSORTIUM LLC
 981 NORTH THIRD STREET,
 SUITE 220
 MINNEAPOLIS, MN 55401
 612-436-4030

PROJECT
ACORN MINI STORAGE
 NORTHFIELD, MINNESOTA

DATE
ISSUED FOR CONSTRUCTION
 07/12/2022

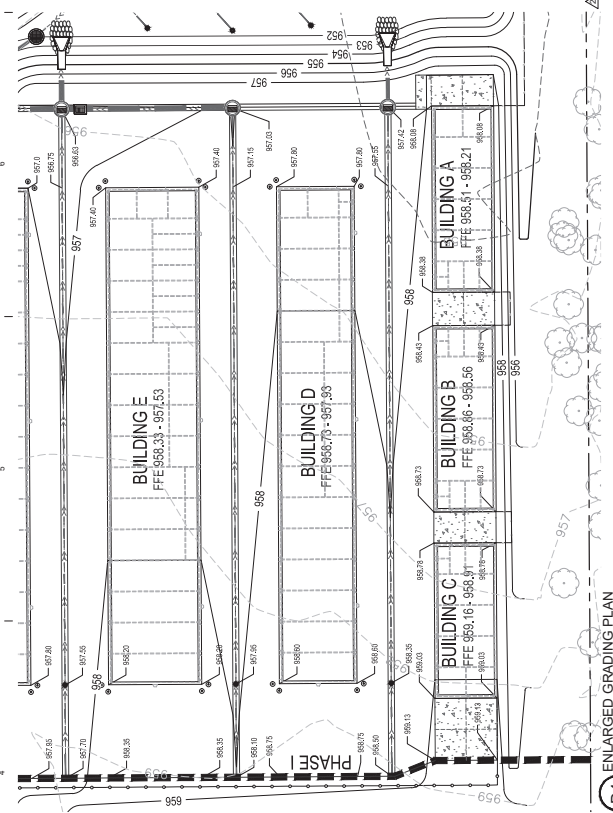
NO.	DATE	DESCRIPTION
1	07/12/2022	ISSUED FOR CONSTRUCTION
2	07/12/2022	ISSUED FOR CONSTRUCTION
3	07/12/2022	ISSUED FOR CONSTRUCTION
4	07/12/2022	ISSUED FOR CONSTRUCTION
5	07/12/2022	ISSUED FOR CONSTRUCTION
6	07/12/2022	ISSUED FOR CONSTRUCTION
7	07/12/2022	ISSUED FOR CONSTRUCTION
8	07/12/2022	ISSUED FOR CONSTRUCTION
9	07/12/2022	ISSUED FOR CONSTRUCTION
10	07/12/2022	ISSUED FOR CONSTRUCTION

DESIGN
ELAN DESIGN
 310 4TH AVE SOUTH, SUITE 1006
 MINNEAPOLIS, MN 55415
 T 612-260-2900
 F 612-260-2900
 www.elandesign.com

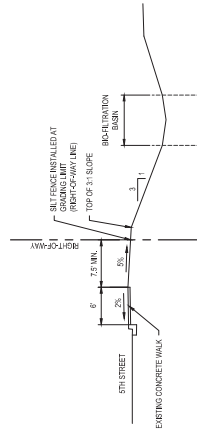
CERTIFICATION
 I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the state of MINNESOTA.

REGISTERED PROFESSIONAL ENGINEER
 071220023
 8111
 8111
 8111

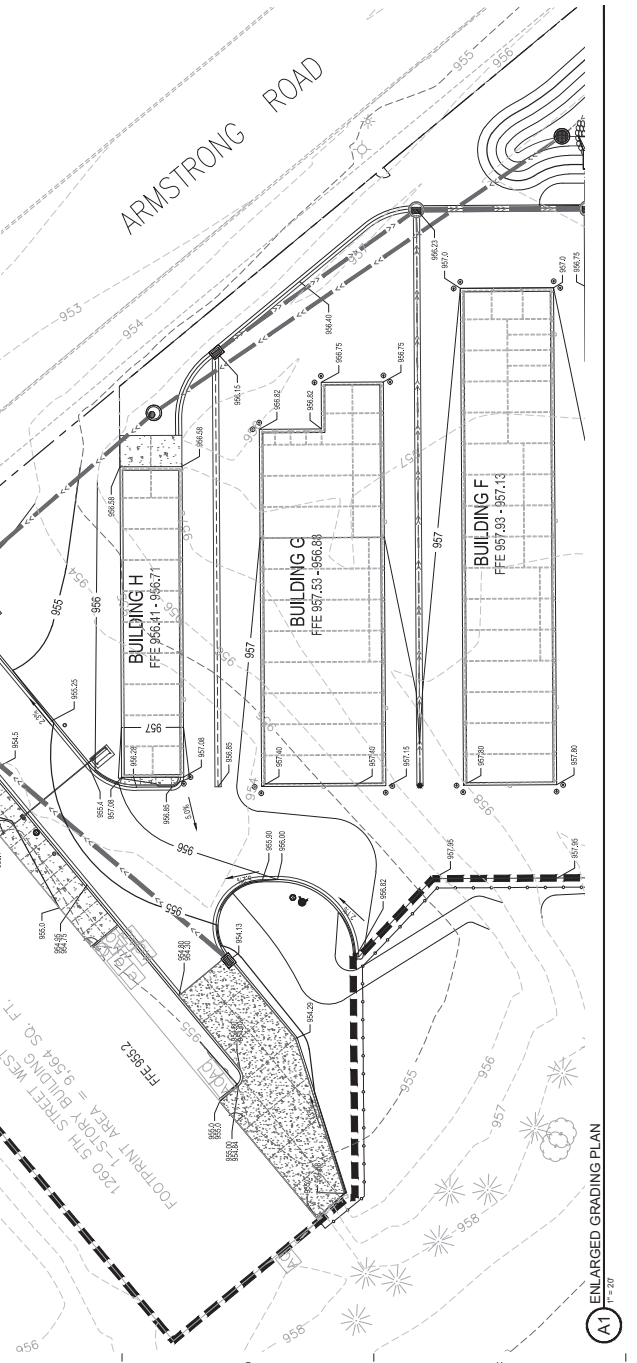
ENLARGED GRADING PLAN
C-202
 PROJECT NO. ARC22013



D4 ENLARGED GRADING PLAN
 T=20



B6 SECTION A-A'
 T=17



A1 ENLARGED GRADING PLAN
 T=20

811
 Know what's below.
 Call before you dig.

SCALE IN FEET
 0 20 60

EXHIBIT F
SWPPP (C-203)

EXHIBIT G

Erosion and Sediment Control Plan – Phase 1 (C-204)

EXHIBIT H

Drainage, Soil, and Vicinity Maps – Phase 1 (C-205)

EXHIBIT I

Details (C-505)

EXHIBIT J

Landscape Plan – Phase 1 (L-101)

NO.	DATE	DESCRIPTION
1	07/12/2022	ISSUED FOR CONSTRUCTION

Elan DESIGN
 CIVIL, ENGINEERING | LANDSCAPE ARCHITECTURE
 330 4TH AVE SOUTH, SUITE 1006
 MINNEAPOLIS, MN 55415
 T 612.260.9900 | www.elandesign.com

PLANT SCHEDULE

KEY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	ROOT COND.	MATURE SIZE
DECIDUOUS TREES						
7	(Symbol)	FREEMAN MAPLE	AZELA FRIEDMANI	2.0' CAL.	888	40'X 3.0'
7	(Symbol)	RIVER BIRCH	BETULA NIDA	6' CLUMP	888	40'X 3.0'
CONIFEROUS TREES						
2	(Symbol)	ROCK MANTLE	CELOSIA COCCINEA	2.0' CAL.	888	40'X 3.0'
3	(Symbol)	PRINCE OF ASHEN	POPULUS TREULOIDES	2.0' CAL.	888	35'X 3.0'
5	(Symbol)	NORTHERN RED JACKET	QUERCUS TROSCANTINUS	2.0' CAL.	888	40'X 3.0'
6	(Symbol)	CLUMPING ASPEN	POPULUS TREULOIDES	2.0' CAL.	888	40'X 3.0'
7	(Symbol)	AMERICAN DREAM SWAMP WHITE OAK	QUERCUS BRUCEI	2.0' CAL.	888	40'X 3.0'
CONIFEROUS TREES						
10	(Symbol)	BALSAM FIR	ABIES BALSAMICA	6' HT.	888	35'X 3.0'
9	(Symbol)	EASTERN WHITE PINE	PINUS STROBILUS	6' HT.	888	60'X 3.0'
12	(Symbol)	BLACK HILLS SPRUCE	PRINUS ALBERTA	6' HT.	888	40'X 3.0'
ORNAMENTAL TREES						
3	(Symbol)	AUTUMN BRILLIANCE SPICEBERRY	AMELANCHIER CANADENSIS	1.25' CAL.	888	25'X 3.0'
22	(Symbol)	WAX BURNING BUSH	VALEXA FRAXINIFERA	18' HT.	POT	5'X 4' X 9'
24	(Symbol)	WAX BURNING BUSH	VALEXA FRAXINIFERA	24' HT.	POT	4'X 4' X 9'
18	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
19	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
20	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
21	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
23	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
25	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
26	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
27	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
28	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
29	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
30	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
31	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
32	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
33	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
34	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
35	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
36	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
37	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
38	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
39	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
40	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
41	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
42	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
43	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
44	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
45	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
46	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
47	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
48	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
49	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'
50	(Symbol)	CONDON SPREA	CONDONIA SPREA	18' HT.	POT	2'X 4' X 2.5'

IF ANY SUBSTITUTIONS ARE REQUIRED, SUBMIT WRITTEN DOCUMENTS AND PRIOR TO PURCHASE AND/OR INSTALLATION.

LEGEND

- SOIL
- ROCK MANTLE
- STORMWATER SCHEDING
- PAVING
- ROCK MAINTENANCE AREA
- EXISTING TREE CANOPY

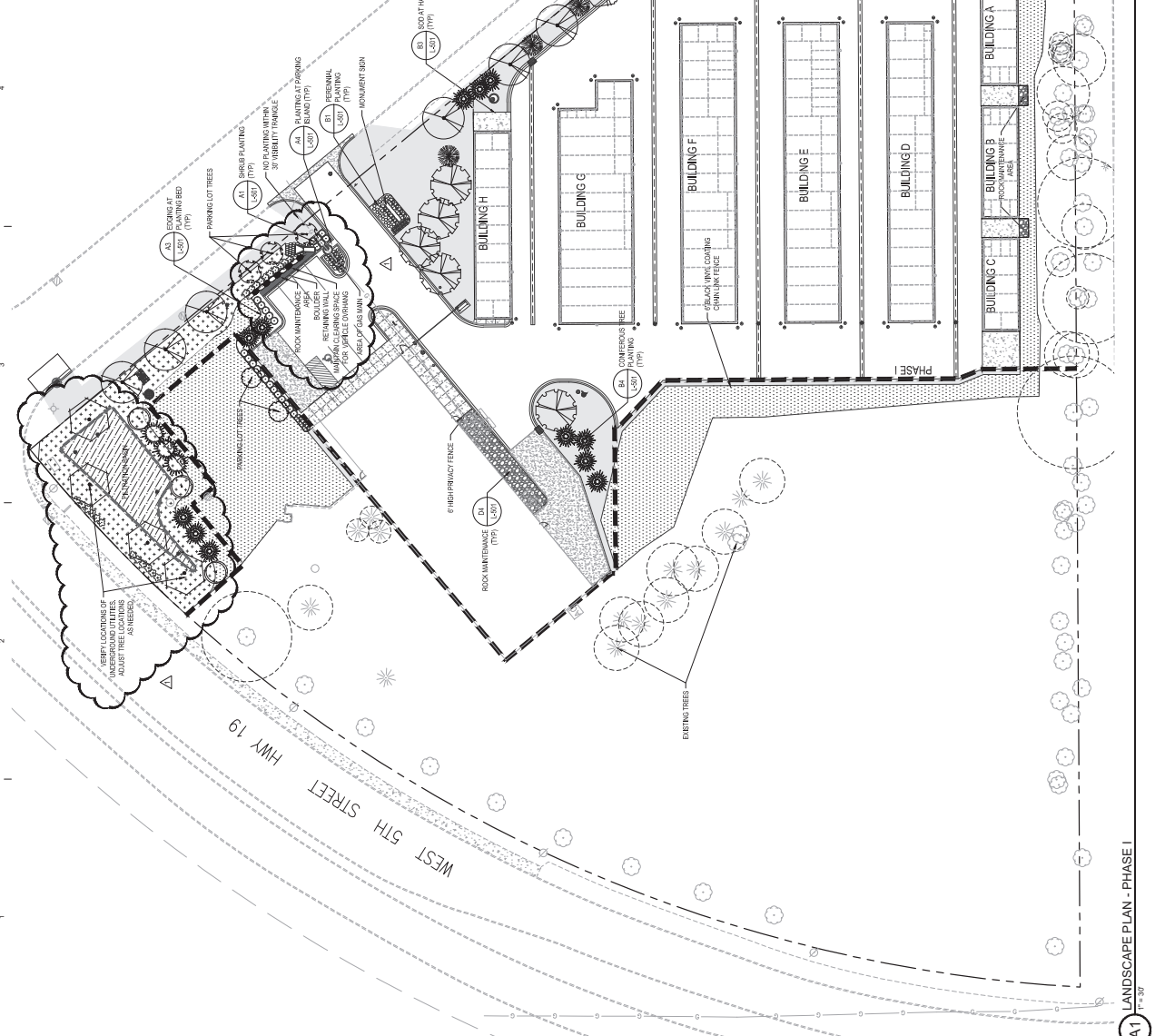


EXHIBIT K

Stormwater Management Operation and Maintenance

OAK MANAGEMENT COMPANY ACORN MINI STORAGE

Northfield, Minnesota

OPERATIONS AND MAINTENANCE MANUAL

ARC22013

June 29, 2022



Stormwater Operations and Maintenance Manual

This Operations and Maintenance Manual is for stormwater treatment best management practices (BMP's) located on the Acorn Mini Storage site at 1260 5th Avenue West Northfield, Minnesota. The Contractor (Operator) to be awarded the contract for this project is responsible for construction and maintenance of the storm water management system (SWMS) and erosion and sediment control BMP's until all construction and warranty periods are complete. The Owner is responsible for perpetual maintenance and shall inspect stormwater BMP's on a regular basis as outlined in this plan. The Owner and Contractor (Operator) are responsible for completing and maintaining copies of the attached Maintenance Log at the Prescribed Periods in perpetuity.

Stormwater BMP Descriptions

This site includes three primary Permanent Stormwater Management BMPs, Filtration Basins with perforated PVC underdrains, Sumped Manholes, and the Preserver. Filtration basins are equipped with an impermeable liner due to the potential for Karst conditions. Filter media along with vegetation assist in the treatment of Total Suspended Solids (TSS) and Total Phosphorus (TP). The storage volume and outlet control structures included with these basins also provide rate control and limited volume control. Sumped manholes and the Preserver assist in the removal/settling of suspended solids in the stormwater runoff. The Preserver is unique in its ability to separate large floating debris (trash, leaves, etc.) from stormwater runoff.

Appendix A includes a location map of all the BMPs. Appendix B includes an inspection form for the Filtration Basins and associated structures. Appendix C Includes the Inspection and Maintenance form for the Preserver, provided by the Manufacturer.

Long Term Inspection and Maintenance

Long term maintenance of the storm water management facilities will be the responsibility of the Owner. Annual inspection of the water quality manholes, filtration basin, and trench, maintenance reporting and certification by a professional engineer (Provided by Owner).

If the system is not functioning as designed and permitted, operational maintenance must be performed immediately to restore the system. If operational maintenance measures are

insufficient to enable the system to meet the design and performance standards of this chapter, the permittee must either replace the system or construct an alternative design.

Long term inspection and maintenance conditions are to be acknowledged and carried out according to the Maintenance agreement with the City of Northfield.

Housekeeping (Practices that will extend the serviceable life of the storm water management facilities)

Activity	Recommended Frequency
Pavement and Sidewalk Sweeping	After spring snow melt, significant wind storms and autumn during and after leaf drop. Grass clippings shall be blown or swept into lawn.
Removal of Trash and Debris	Pick up litter on a weekly basis and after large events.
Trash / Recycling Area	Pick up and sweep debris as observed, do not wash into storm sewer system
Ice Control	Limit use of salt and sand on pavement and walks
Turf	Sweep or blow clippings from impervious surfaces. Test soil before applying fertilizer to minimize nutrient loads on downstream water resources. Revegetate bare spots to minimize erosion.
Vegetation	Prune and weed to maintain appearance. Remove and replace diseased or dead plants. Provide irrigation as needed during periods of drought. Replace vegetation whenever percent cover of acceptable vegetation in filtration basin falls below 90 percent of original design. If vegetation suffers for no apparent reason consult with horticulturist and/or test soil as needed.
Mulch	Renew mulch to replace that which has decomposed.
Noxious Weeds and invasive species.	Noxious weeds shall be controlled on an annual basis to prevent the introduction into stormwater basin
Inlets and Outlets	Inlets and outlets should unobstructed and functioning as intended. They can be inspected on a regular basis or as needed.
Erosion	Any areas to become eroded should be restored and stabilized as needed.

Stormwater Filtration Basins

1. First year after planting:
 - a. Mow three times per year to prevent noxious weeds from going to seed.
2. Ongoing and as needed:
 - a. Prune and weed to maintain appearance.
 - b. Stabilize or replace mulch when erosion is evident.
 - c. Remove trash and debris.
 - d. Mow filter strip.
 - e. Renew mulch to replace that which is decomposed.
 - f. Replace vegetation whenever cover of acceptable vegetation falls below 90% or project specific performance requirements are not met. If vegetation suffers for no apparent reason, consult with horticulturist and/or test soil as needed.
3. Semi-annually:
 - a. Inspect inflow and pretreatment systems for clogging (off-line systems) and remove any sediment.
 - b. Inspect filter strip/grass channel for erosion or gullyng. Sod as necessary.
 - c. Herbaceous vegetation, trees and shrubs should be inspected to evaluate their health and replanted as appropriate to meet project goals.
 - d. Remove any dead or severely diseased vegetation.
4. Annually in Fall:
 - a. Inspect and remove any sediment and debris build-up in pretreatment areas
5. Annually in Spring:
 - a. Cut back and remove previous year's plant material and remove accumulated leaves if needed.
 - b. Inspect inflow points and infiltration/filtration surface for buildup of road sand associated with spring melt period, remove as necessary, and replant areas that have been impacted by sand/salt build up.
6. 2 to 3 years:
 - a. Test pH of planting soils. If pH is below 5.2, add limestone. If pH is 7.0 to 8.0, add iron sulfate plus sulfur.

Water Quality Manhole (Sump and Preserver) Maintenance Requirements

1. Annual inspection, maintenance reporting and certification by a professional engineer (Provided by Owner).
2. Maintenance should be performed once the sediment or oil depth exceeds the established requirements recommended by the manufacturer. See Appendix B for Manufacturer's Preserver Inspection and Maintenance Manual.
3. Maintenance should occur immediately after a spill takes place. Appropriate regulatory agencies should also be notified in the event of a spill.
4. Disposal of materials shall be in accordance with local, state and federal requirements as applicable.

1260 5th Avenue West
Northfield, Minnesota
06/29/2022

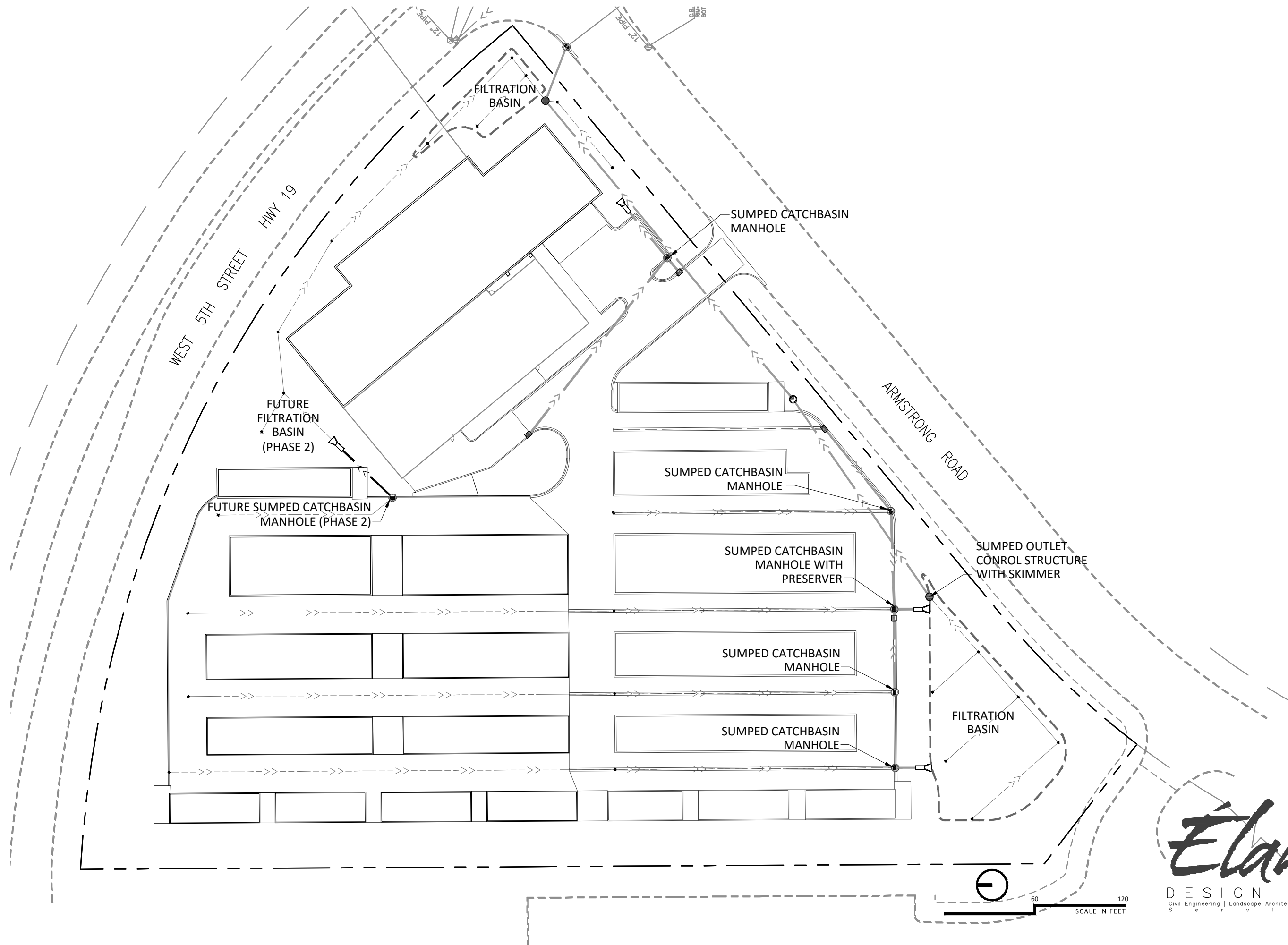


1260 5th Avenue West
Northfield, Minnesota
06/29/2022



Appendix A

Permanent Stormwater BMP Locations Exhibit



1260 5th Avenue West
Northfield, Minnesota
06/29/2022



Appendix B

Filtration Basin Inspection Log

Bioretention Basin Operations and Maintenance Inspection Checklist

Bioretention - operation and maintenance checklist		
Project:		
Location:		
Site Status:		
Date:		
Time:		
Inspector:		
Maintenance Item	Satisfactory / Unsatisfactory	Comments
1. Debris Cleanout (Monthly)		
Contributing areas clean of litter and vegetative debris		
No dumping of yard wastes into practice		
Bioretention area clean of litter and vegetative debris		
2. Vegetation (Monthly)		
Plant height taller than design water depth		
Fertilized per O&M plan		
Plant composition according to O&M plan		
Undesirable vegetation removed		
Grass height less than 6 inches		
No evidence of erosion		

3. Check Dams/Energy Dissipators/Sumps (Annual, After Major Storms)		
No evidence of sediment buildup		
Sumps should not be more than 50% full of sediment		
No evidence of erosion at downstream toe of drop structure		
4. Dewatering (Monthly)		
Dewaterers between storms within 48 hours		
No evidence of standing water		
5. Sediment Deposition (Annual)		
Pretreatment areas clean of sediments		
Contributing drainage area stabilized and clear of erosion		
Winter sand deposition evacuated every spring		
6. Outlet/Overflow Spillway (Annual, After Major Storms)		
Good condition, no need for repair		
No evidence of erosion		
No evidence of any blockages		
7. Integrity of Filter Bed (Annual)		
Filter bed has not been blocked or filled inappropriately		
Comments:		
Actions to be taken:		

1260 5th Avenue West
Northfield, Minnesota
06/29/2022



Appendix C

Preserver Manufacturer's Inspection and Maintenance Manual/Log

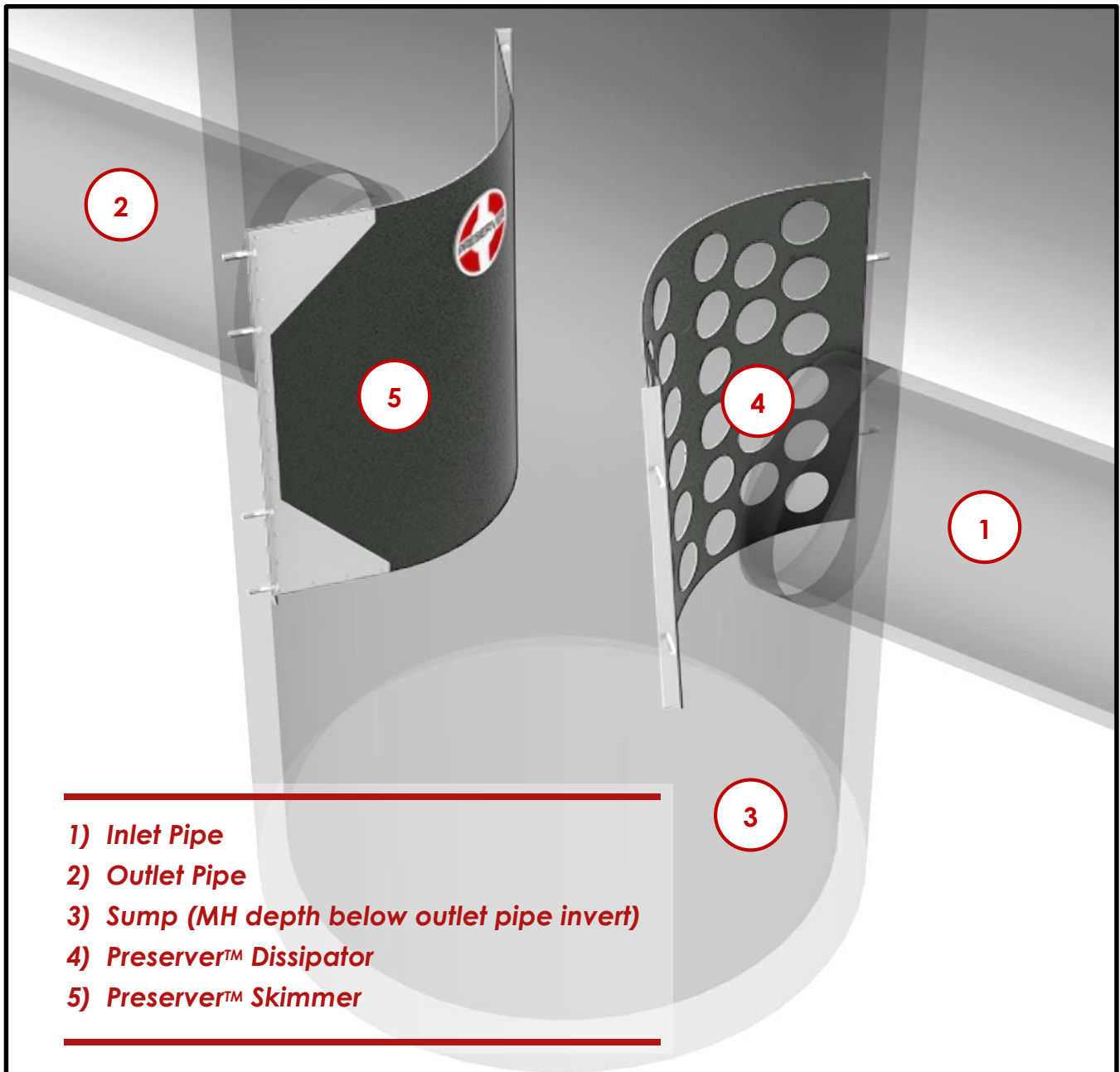


Patent Pending



SIMPLE • EFFECTIVE • AFFORDABLE • STORMWATER SOLUTIONS

Preserver™ Inspection & Maintenance Manual



1. Inspection & Maintenance Introduction

Proper inspection and maintenance of any stormwater treatment device is critical to its performance and longevity. Keeping that unavoidable fact in mind, ease of maintenance was a key element in the design of The Preserver™. The Preserver™ components have been designed to provide ease of access, and maximize accessibility to the structure without the need for confined space entry. Inspection and maintenance can be performed quickly, easily, and inexpensively. In addition, cleanout of the structure requires little or no more than vacuuming.

Following the guidance provided in this document will help to ensure proper function and maximize the benefits provided by The Preserver™.



2. Inspection¹

Frequency

Following installation of Preserver™ components, structures should be inspected often until a maintenance frequency can be determined. At a minimum, inspections are recommended twice annually, in the Spring and Fall. Depending on your local climate, the Spring inspection should follow snowmelt, blossom/seed fall, Spring street cleaning, and will ideally occur prior to heavy rainfall. Fall inspection should follow leaf fall, Fall street cleaning, and will ideally occur prior to snow/rainfall.

1) An "Inspection and Maintenance Log" sheet is available for download at www.MomentumEnv.com.

Inspection Items

Noteworthy items during inspection include (but are not limited to):

- Pollutant depths²
 - Oil/floatables
 - Sediment/settleable solids
- Site conditions³
 - Stabilized
 - Construction activity
 - Equipment wash-down
 - Erosion
 - Winter sanding
- Whether maintenance/cleaning was performed
- Pollutant composition
 - Hydrocarbons
 - Oil
 - Gas
 - Grease
 - Trash
 - Organics
- Water level (below outlet invert indicates leaking)
- Structural condition
 - Casting condition
 - Chimney condition
 - Adjusting ring deterioration
 - Leaking/proper seal
 - Spalling concrete
 - Preserver™ components
 - Condition
 - Connections
 - Debris accumulation

3. Maintenance

Frequency

Annual maintenance of treatment structures is common, and is typically performed in the Fall following leaf fall and street cleaning, and ideally occurs prior to snow/rainfall. However, each site is unique, and structure-specific maintenance may be more or less frequent. The maintenance frequency should be determined as described in Section 2. At a minimum, pollutant storage volumes must not be exceeded (Section 4).

Execution^{4,5}

Structure cleanout will typically require no more than vacuuming out the water and debris contained in the structure. Water can be sprayed to dislodge and/or move debris for vacuum collection. Following cleanout, the structural condition should be determined. Any repairs determined necessary should be done as soon as possible. Contact Momentum should Preserver™ replacement parts be needed.



-
- 2) When measuring sediment depth, the tape/rod should be lowered slowly until minimal resistance is detected.
 - 3) When noting site conditions, the entire treatment structure's drainage area should be included.
 - 4) Collected pollutants must be disposed of properly.
 - 5) Should physical access be determined necessary, confined space entry procedures must be followed.

4. Storage Volumes

Use the table and methodology below to determine allowable pollutant storage volumes for The Preserver™. The methodology below assumes that circular pipe and stock Preserver™ components are used – please contact Momentum if customized components or calculations are needed for your project.

Structure Diameter (ft)	Structure Footprint ¹ (sf)	Storage Volume Per Foot of Depth* (cf)	Storage Volume Per Foot of Depth ¹ (gal.)
4'	12.6	12.6	94.0
5'	19.6	19.6	146.9
6'	28.3	28.3	211.5
7'	38.5	38.5	287.9
8'	50.3	50.3	376.0
9'	63.6	63.6	475.9
10'	78.5	78.5	587.5
12'	113.1	113.1	846.0

*Adjust footprint and storage volume values accordingly for square and rectangular structures.

Cleanout depths vary according to outlet pipe diameter:

- Maximum Oil/Floatables Depth = $\frac{1}{2}$ x outlet pipe diameter
- Maximum Sediment Depth = sump depth – outlet pipe diameter

Example:

- 5' diameter structure
- 4' sump depth
- 18" outlet pipe diameter

Oil/Floatables Storage:

Maximum Oil/Floatables Depth = $\frac{1}{2}$ x 18" = 9" or 0.75'

Maximum Oil/Floatables Volume = 0.75' (max. depth) x 146.9 gal. (5' structure diameter volume/ft) = 110.2 gallons

Sediment/Settleable Solids Storage:

Maximum Sediment Depth = 4' (sump depth) – 18" (outlet pipe dia.) = 2.5'

Maximum Sediment Volume = 2.5' (max. depth) x 19.6 cf (5' structure diameter volume/ft) = 49.0 cubic feet



Preserver™ Inspection & Maintenance Log

Site ID: _____

Structure ID: _____

Structure Diameter: _____

Sump Depth: _____

Outlet Pipe Diameter: _____

Date	Initials	Oil/ Floatables Depth	Sediment Depth	Cleaned?		Notes ³ :
				Y	N	
				Y	N	
				Y	N	
				Y	N	
				Y	N	
				Y	N	
				Y	N	
				Y	N	
				Y	N	
				Y	N	
				Y	N	
				Y	N	

NOTES:

- 1) Following installation, structures should be inspected a minimum of twice annually, in the Spring and Fall. Depending on your local climate, the Spring inspection should follow snowmelt, blossom/seed fall, Spring street cleaning, and will ideally occur prior to heavy rainfall. Fall inspection should follow leaf fall, Fall street cleaning, and will ideally occur prior to snow/rainfall.
- 2) Owners should plan for annual Fall maintenance. Once sufficient inspections have been logged to determine a trend, maintenance can be adjusted accordingly.
- 3) Noteworthy items during inspection/maintenance may include: site conditions (stabilized, construction, erosion, etc.), pollutant composition (oils, trash, organics, etc.), low water-level (leaking structure), structural condition (casting, spalling concrete, Preserver™ components, etc.), etc.
- 4) Refer to "Preserver™ Inspection and Maintenance Manual" for additional guidance and requirements.

**MORTGAGEE CONSENT AND JOINDER
TO
AGREEMENT**

The undersigned Mortgagee of the real estate described in the attached instrument pursuant to the Mortgage recorded as Document No. _____ in the office of the RICE COUNTY County Recorder, hereby joins in and consents to all of the terms and provisions contained in the attached Declaration of Covenants, Easement and Agreement for Maintenance of Stormwater Facilities (the "Agreement"). The undersigned Mortgagee further agrees that its interest in the Property covered by the Mortgage is subject to the Agreement and to all of the terms and provisions contained in it and agrees that if the Mortgagee forecloses its mortgage(s) on the Property, or takes a deed in lieu of foreclosure, the Mortgagee will take title subject to the Agreement.


Dated this 27th day of SEPT, 2023.



ANDREW SYBILRUD - VP
BREMER BANK

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 27th day of September, 2023, by Andrew Sybilrud, as Owner.



NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103-2122
651-225-8840



Date: 05-02-2023
Receipt Number: sde
Mortgage Registration Tax Paid of \$5,957.00

DENISE ANDERSON
Rice County Property Tax & Elections Director

T62360
Certificate #: 14126.0
OFFICE OF COUNTY RECORDER/REGISTRAR
RICE COUNTY, MN
I hereby certify that this document was
filed in this office and duly recorded on
05-02-2023 at 9:00 AM
MICHAEL FANGMAN, REGISTRAR
Pages: 22 Fee Amount: \$46.00
electronically recorded

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE MAXIMUM PRINCIPAL AMOUNT OF THE NOTE (AS HEREINAFTER DEFINED) SECURED BY THIS MORTGAGE AT ANY ONE TIME OUTSTANDING IS TWO MILLION FIVE HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$2,590,000.00), OR SO MUCH OF THE NOTE AS MAY BE ADVANCED BY MORTGAGEE, TOGETHER WITH SUCH ADDITIONAL AMOUNTS AS MAY BE ADVANCED BY MORTGAGEE AND FOR WHICH NO MORTGAGE REGISTRATION TAX IS PAYABLE PURSUANT TO MINNESOTA STATUTES §287.05, SUBD. 4.

**CONSTRUCTION MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT, AND FINANCING STATEMENT**

THIS CONSTRUCTION MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT ("Mortgage") is made effective the 27th day of April, 2023, by Acorn Mini-Storage XVI LLC, a Minnesota limited liability company ("Mortgagor"), in favor of Bremer Bank, National Association, a national banking association ("Mortgagee").

WITNESSETH, that the said Mortgagor, in consideration of the advances to be made to Mortgagor under that certain Advancing Promissory Note dated effective of even date herewith, issued by Mortgagor, and payable to Mortgagee, in the original principal amount of up to Two Million Five Hundred Ninety Thousand and 00/100 Dollars (\$2,590,000.00), which matures on April 27, 2030, together with any extensions, modifications, renewals, or replacements thereof ("Note"), does hereby mortgage, grant, bargain, sell, convey, and assign unto the said Mortgagee, its successors and assigns, forever, the entire right, title, and interest of Mortgagor in and to the following properties (all of the following being hereinafter collectively referred to as the "Premises"):

A. REAL PROPERTY

All the tracts or parcels of real property as more fully described in **Exhibit "A"** attached hereto and made a part hereof together with all the estates and rights in and to the real property; and in and to lands lying in streets, alleys and roads adjoining the real property and all buildings, structures, improvements, fixtures and annexations, access rights, easements, rights-of-way or use, servitudes, licenses, tenements, hereditaments, and appurtenances now or hereafter belonging or pertaining to the real property; and

RETURN TO:
Commercial Partners Title
200 S. Sixth Street #1300
Minneapolis, MN 55402

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