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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 MN CSG 2019-77 LLC, a Delaware limited liability company, 2530 Riva Road, Suite 200, Annapolis, MD 21401 (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, Dakota 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 One Megawatt Solar Array and associated improvements including roadway/driveway, 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 storm water facilities consisting of a swales, filtration berms, 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 Meridiem Engineering 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 Erosion and Sediment Control Notes (C002)
  - Exhibit C Existing Conditions (C101)
  - Exhibit D Receiving Waters (C102)
  - Exhibit E Site Plan (C201)
  - Exhibit F Grading Plan (C301)
  - Exhibit G Stormwater and Erosion Control Plan (C303)
  - Exhibit H Rock Filtration Details (C403)
  - Exhibit I Landscape Plan (L-101)
  - Exhibit J Stormwater Management, Operation and Maintenance 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 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 Dakota 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 Dakota 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 actual 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.

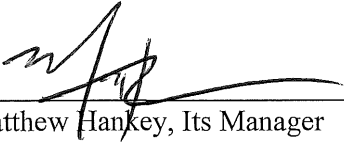
- g. COMPLIANCE WITH LAWS. Owner shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the Facilities, improvements, personal property, programs and staff for which the Owner is responsible.
- h. GOVERNING LAW. This Agreement shall be deemed to have been made and accepted in Dakota 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.]*



IN WITNESS WHEREOF, the parties hereto have hereunto executed this document on the latest date affixed to the signatures hereto.

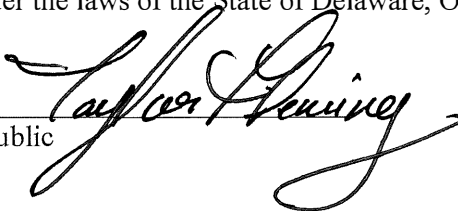
MN CSG 2019-77, LLC

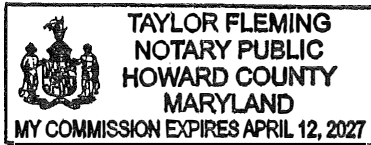
By:   
Matthew Hankey, Its Manager

Date: 04-25-2024

COUNTY OF Anne Arundel )  
STATE OF Maryland ) ss.

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on April 25, 2024, by Matthew Hankey, Its Manager, on behalf of MN CSG 2019-77, LLC, a Limited Liability Company under the laws of the State of Delaware, Owner.

  
Notary Public



**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 \_\_\_\_\_, 2025, 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 Land is described as follows:

The Southwest Quarter of the Southwest Quarter of Section 27, Township 112 North, Range 20 West, Dakota County, Minnesota; Except the West 562.30 feet of the East 932.30 feet of the South 620.00 feet of the Southwest Quarter of the Southwest Quarter of Section 27, Township 112 North, Range 20 West.

Abstract Property

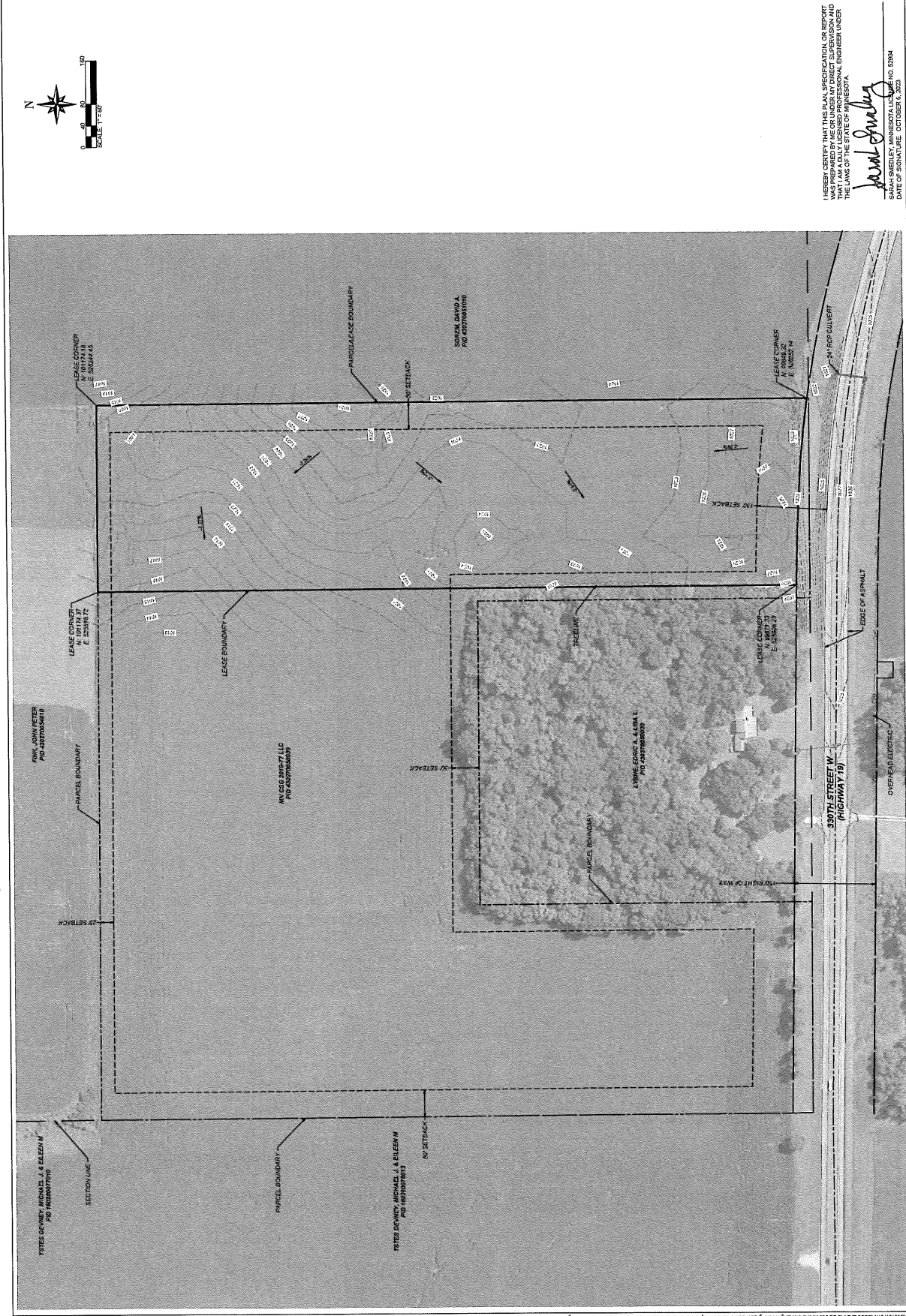
**EXHIBIT B**

**Erosion and Sediment Control Notes (C002)**



**EXHIBIT C**

**Existing Conditions (C101)**



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT  
 WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION  
 AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER  
 THE LAWS OF THE STATE OF MINNESOTA.

*David Shultz*  
 DAVID SHULTZ, MASSSOTALL LICENSE NO. 5284  
 DATE OF SIGNATURE: OCTOBER 6, 2023

**EXHIBIT D**

**Receiving Waters (C102)**





CONTRACTOR

NEW ENERGY EQUITY

PRELIMINARY  
NOT FOR CONSTRUCTION

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN FOR PERMIT	
2	PERMIT	
3	CONSTRUCTION	
4	OPERATION	
5	DECOMMISSIONING	

PROJECT

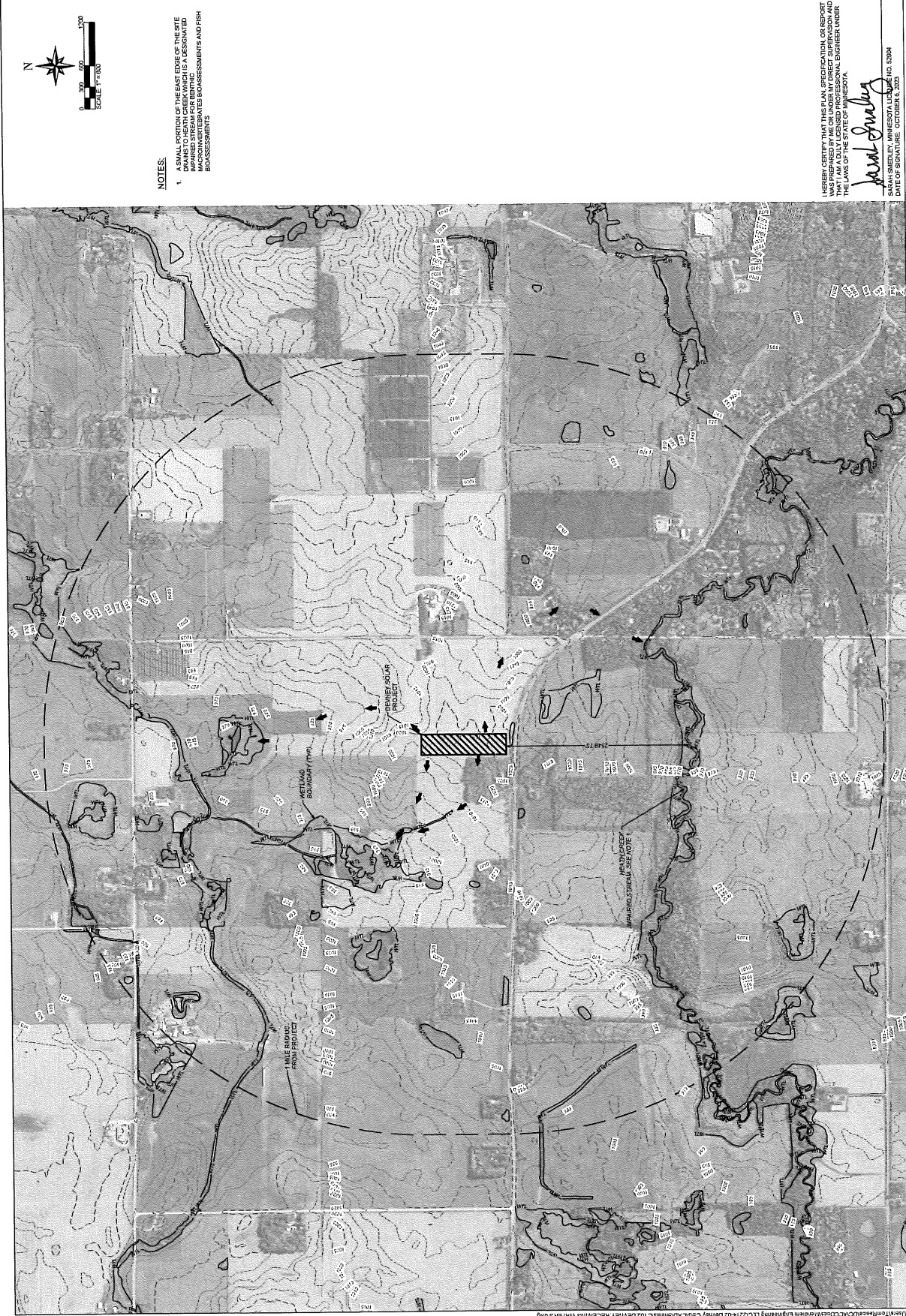
**DEVNEY SOLAR**  
3749 330TH ST W  
NORTHFIELD, MN 55057

RECEIVING  
WATERS

PROJECT NUMBER  
**C102**

DATE  
27/3/24

REVISION  
**3**



**NOTES:**

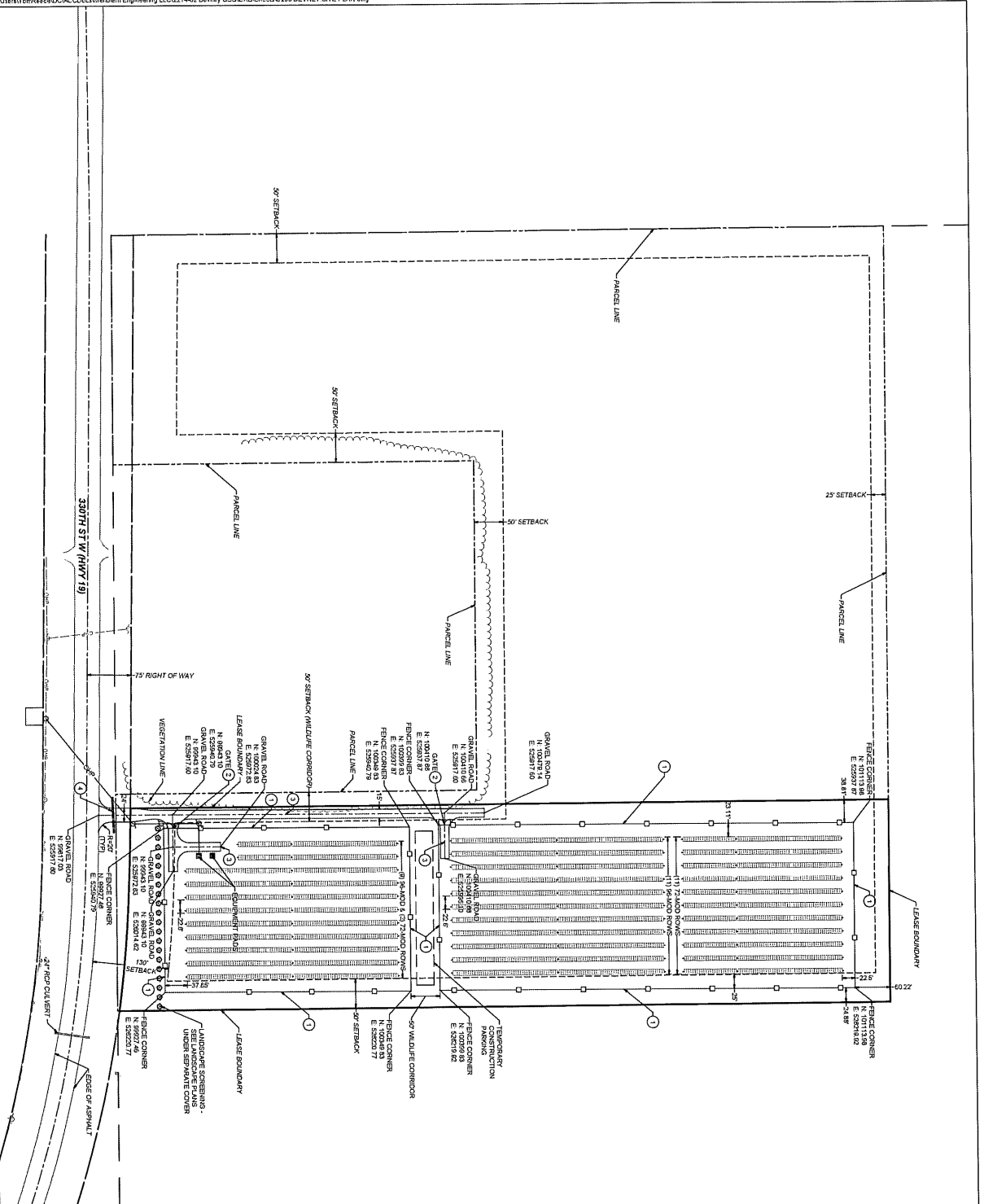
- A SMALL PORTION OF THE EAST EDGE OF THE SITE IS SHOWN ON THE MAP AS A DESIGNATED IMPAIRED STREAM FOR BENIC MACROINVERTEBRATE BIODIVERSITY AND FISH BIODIVERSITY.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Sarah Smiley*  
SARAH SMILEY, MINNESOTA LICENSE NO. 62804  
DATE OF SIGNATURE: OCTOBER 6, 2023

**EXHIBIT E**

**Site Plan (C201)**



**CONSTRUCTION NOTES**

1. ALL CONCRETE PER DETAIL 1 & 2 ON SHEET C01
2. CONSTRUCT 2" WIDE DRIVE DRIVE PER DETAIL 3 ON SHEET C01
3. CONSTRUCT 18" WIDE GRAVEL ACCESS ROAD PER DETAIL 4 ON SHEET C02
4. CONSTRUCT 24" WIDE DRIVE AND DRIVE PER DETAIL ON SHEET C02

HERBER CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*David Stueber*  
 David Stueber, P.E.  
 LICENSE NUMBER: 145534  
 DATE OF SIGNATURE: OCTOBER 6, 2023

<b>DEVNEY SOLAR</b> 3749 330TH ST W NORTHFIELD, MN 55057			
PROJECT NAME <b>SITE PLAN</b>	SHEET NUMBER <b>C201</b>	TOTAL SHEETS <b>3</b>	DATE <b>231004</b>

**EXHIBIT F**

**Grading Plan (C301)**



**EXHIBIT G**

**Stormwater and Erosion Control Plan (C303)**

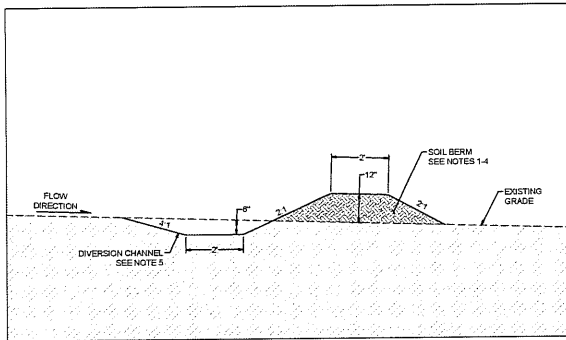


**EXHIBIT H**

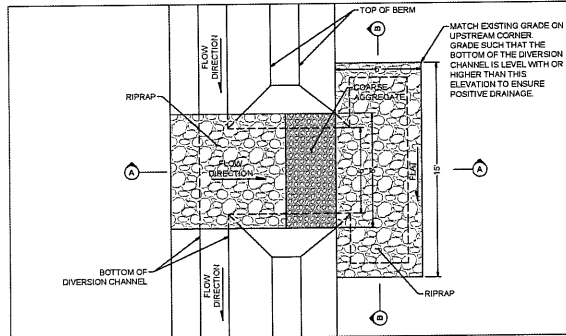
**Rock Filtration Details (C403)**



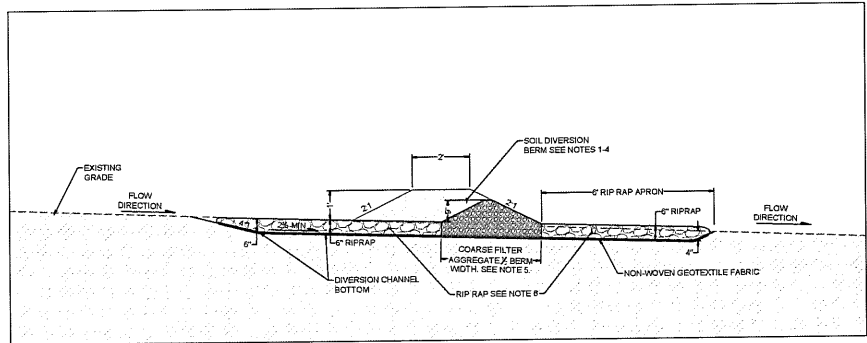
Plotted: 10/06/2023 2:27 PM By: Tom Reese



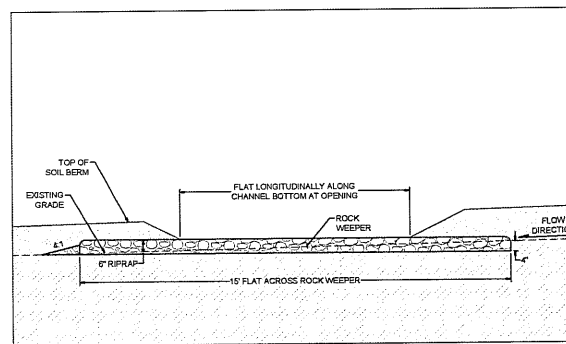
**1 DIVERSION BERM**  
 SCALE: 1"=2' VIEW SECTION



**2 DIVERSION BERM - INLINE WEEPER**  
 SCALE: 1"=4' VIEW: PLAN



**3 INLINE WEEPER - SECTION A-A**  
 SCALE: 1"=2' VIEW SECTION



**4 INLINE WEEPER - SECTION B-B**  
 SCALE: 1"=2' VIEW SECTION

**BERM NOTES**

1. SOIL PREPARATION SHALL INCLUDE THE REMOVAL OF EXISTING VEGETATION, CULTIVATED SOIL, TOPSOIL, AND OTHER SOFT, UNSUITABLE OR DELETERIOUS MATERIAL AND CLODS OR FRAGMENTS LARGER THAN 6" IN ANY DIMENSION.
2. SOILS USED TO CONSTRUCT THE BERM SHALL BE FREE OF ROOTS, VEGETATION, ORGANIC MATTER, AND CONTAIN A SAND CONTENT BELOW 70 PERCENT.
3. SOIL SHALL BE MIXED TO ACHIEVE UNIFORM MOISTURE CONTENT AND COMPACTED. THE FINISHED BERM MUST BE STABILIZED IMMEDIATELY WITH PERMANENT VEGETATION OR EROSION CONTROL BLANKETS. IN AREAS WHICH ARE ANTICIPATED TO RECEIVE HIGH FLOW, SEED SHALL BE COVERED WITH EROSION CONTROL BLANKETS UNTIL PERMANENT VEGETATION IS ACHIEVED.
4. CONSTRUCT FILTER BERM PER SECTION 2573.3 E OF THE MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
5. COARSE FILTER MATERIAL SHALL BE 1" VIRGIN AGGREGATE MEETING THE REQUIREMENTS OF SECTION 3149.2 H OF THE MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
6. RIPRAP SHALL BE CLASS I WITH A D50 = 4" PER SECTION 3601.2 A OF THE MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
7. INSPECT BERMS WEEKLY AND BEFORE AND AFTER A RAIN EVENT. REPAIR DAMAGED AREAS WITHIN 24 HOURS AND REESTABLISH VEGETATIVE COVER OR TEMPORARY STABILIZATION AS SOON AS POSSIBLE. IF PORTIONS OF THE BERM OUTSIDE OF THE ROCK FILTERS ARE BREACHED THE BERM SHALL BE EXPANDED OR ENLARGED UNTIL BREACHING IS PREVENTED.
8. IF THE FILTER MEDIA IS INSTALLED BEFORE THE DRAINAGE AREA IS FULLY STABILIZED, RIGOROUS EROSION PREVENTION AND SEDIMENT CONTROL BMPs SHALL BE USED TO KEEP SEDIMENT OUT OF THE FILTRATION MEDIA.

DRAWN BY	MERIDIEM ENGINEERING	
CONTRACTOR		
ENGINEER/DEVELOPER	NEW ENERGY EQUITY	
PRELIMINARY		
NOT FOR CONSTRUCTION		
REVISIONS		
NO.	DATE	DESCRIPTION
1	10/06/2023	ISSUE FOR PERMIT
2		
3		
4		
5		
PROJECT		
<b>DEVNEY SOLAR</b> 37749 330TH ST W NORTHFIELD, MN 55057		
SHEET TITLE		
<b>ROCK FILTRATION DETAILS</b>		
PROJECT NUMBER		
<b>C403</b>		
SHEET SIZE		
22"x34"		
EDITION		
<b>3</b>		
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. <div style="text-align: right;">             SARAH SHUDLEY, MINNESOTA LICENSE NO. 52904            DATE OF SIGNATURE, OCTOBER 6, 2023         </div>		

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**EXHIBIT I**

**Landscape Plan (L-101)**



**EXHIBIT J**

**Stormwater Maintenance Plan**

Post Construction Long Term Maintenance Plan for  
MN CSG 2019-77 LLC, “Devney CSG”

**System Description:**

The site consists of a series of storm water swales and filtration berms to capture runoff from the solar facility and allow filtration into the soil. The site contains native grasses and plants within and around the solar project. The site contains trees around the perimeter for the purposes of visual screening.

**System Maintenance**

**Landscape Maintenance**

- The facility should be checked bi-annually for signs of erosion, vegetation loss, and channelization of the flow.
- The grass should not be allowed to grow greater than 42" in height within the solar array footprint. Site shall be mowed as needed to appropriate site coverage and manage height. Clippings shall be left on site or removed as determined by site manager.

**Filtration Areas**

<b>Activity</b>	<b>Frequency</b>
Water plants	As necessary during first growing season
Water plants during dry periods	As needed after first growing season
Re-mulch void areas	As needed
Treat diseased trees and shrubs	As needed

- Erosion  
The soil and mulch in the facility and in areas draining to the facility shall be inspected for eroded areas. Eroded areas shall be filled with soil or mulch and vegetated.

- Plant Maintenance

Vegetation maintenance includes watering plants during dry periods, re-mulching void areas, treating diseased trees and shrubs and mowing turf areas.

- Basin Drainage

Basins have been designed to drain within 48 hours of rainfall event to prevent standing water.



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## STORMWATER OPERATIONS & MAINTENANCE PLAN

DEVNEY COMMUNITY SOLAR GARDEN  
3749 330<sup>TH</sup> STREET W  
NORTHFIELD, MN 55057

### SECTION 1: INTRODUCTION & RESPONSIBLE PARTIES

The following Operations & Maintenance Plan (O&M Plan) has been prepared on behalf of New Energy Equity dba MN CSG 2019-77 LLC to provide a mechanism outlining the minimum requirements for consistent inspection and maintenance of the stormwater management system to be installed at Devney Community Solar Garden (Devney) in Northfield, Minnesota. This O&M Plan has been prepared in compliance with Minnesota Pollution Control Agency (MPCA). The O&M Plan contains operation and management procedures recommended within the Minnesota Stormwater Manual.

The stormwater management system to be installed is depicted on Sheet C303 of the Civil Plans prepared by Meridiem Engineering LLC, revised October 6, 2023. The stormwater management system includes revegetation of the agricultural field, vegetated filter berm and channel, which have the same pollutant reduction characteristics as a dry swale BMP, and rock weepers.

This O&M Plan outlines base requirements for the proper site management. The responsible party must obey all applicable state and local regulations. This plan shall not supersede any applicable regulations; rather, it shall act as an additional set of guidelines for specific property use. In the event that the protocol given in this plan contradicts any of the aforementioned regulations, the more stringent rule shall prevail.

3<sup>rd</sup> party or independent contractors may be hired to complete inspection and maintenance but the Owner is the overall responsible party for ensuring proper operations and maintenance of the stormwater management system and compliance with the agreement. In the event that operations and maintenance responsibilities are to be delegated to a third-party by the project owner, the third party shall comply with the minimum requirements set forth in the O&M Plan. Third parties may include any contractor or sub-contractor hired to provide services related to this O&M Plan including but not limited to landscaping and stormwater management systems inspection and maintenance.

### SECTION 2: STORMWATER MANAGEMENT SYSTEM – VEGETATED SURFACES AND WEEPERS

Source control can reduce the types and concentration of contaminants in stormwater runoff; in turn, this can result in improved stormwater quality and can reduce the treatment demand on the stormwater management system. The following section outlines basic requirements for maintenance of the vegetative area of the site under the solar panels, vegetated filter berms and weepers to aid in pollution prevention and minimize the contact of stormwater with potential pollutants.

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## 2.1 FIRST YEAR OF OPERATION

Activity	Frequency	Time Period
Inspect the field and filter berm and channel vegetation for any sediment buildup and signs of erosion, bare spots and overall health	At least twice after storm events 0.5 inches	Within the first 6 months
Supplemental watering during drier periods	1/week initially	During first 2 months
Mow grasses to 3-4 inches	As needed	During growing season
Removal of sediment and debris from the toe of slope	Biannually	In spring and fall
Reseed bare spots as needed	As needed	First growing season
Remove sediment and debris from weepers	Biannually	In spring and fall

## 2.2 AFTER FIRST YEAR OF OPERATION

Activity	Frequency	Time Period
Inspect the field and filter berm and channel vegetation for any sediment buildup and signs of erosion, bare spots and overall health	Annually and after storm events larger than the 10-year return period	After winter and after storm events larger than 10-year return period
Mow the grass or vegetation only if needed. Avoid mowing when the ground is wet	As needed	During grow season
Inspect for and remove excess sediment in the field and berm/channel and weepers	Biannually	In spring and fall
Removal of trash and debris from berm/channel and weeper	Monthly during rainy season	All year long, more frequent during storm season and less during drier winter season
Weed and remove invasive plants	Twice during growing season	During growing season
Inspect trees/vegetation composition and health and replace as needed	Annually	In the fall or spring
Inspect berm/channel and solar field for signs of erosion	Monthly during rainy season	Rainy season, spring/summer
Reseed bare spots as needed	Biannually	In spring and fall
Spring cleanup (cut back and remove last year's material)	Annually	In spring
Fall cleanup (remove excessive leaf litter, particularly along the property lined with trees)	Annually	In fall

### 2.3 AFTER 5+ YEARS OF OPERATION

After long term operation of the site, some occasional and infrequent maintenance activities might be required, such as bigger repairs, soil regeneration, regrading, or redesign of key elements of the sites. Maintenance of the weeper filter rock may be required. This may require removal of the rock and re-installation of new rock if excessive ponding upstream of the rock weepers is observed after storm events in excess of a 10-year event. If channelization within the solar field or erosion in the berms occurs, correct for drainage and flow path issues to make sure that flows are distributed and unobstructed and corrective grading activities will be necessary. If vegetation is not able to establish, consult a landscaper or horticulturist local to the area to determine if the plants are suitable for the local conditions and make sure that snow storage or salt applications are not causing issues. The frequency and time period for these items are as needed.

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