

**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 Carleton College, a Minnesota nonprofit corporation, One North College Street, Northfield, MN 55057 (the “Owner” or “Responsible Party”), and the City of Northfield, a Minnesota municipal corporation, 801 Washington Street, Northfield, MN 55057 (the “City”); (collectively the “parties”).

RECITALS:

WHEREAS, the Owner is the 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 student housing 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 infiltration system, pretreatment devices, 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 TKDA: Engineering, Architecture, and Planning 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 Union Street Erosion Control Plan – Post Development (C200.4)
 - Exhibit C Union Street SWPPP (C260.1, C260.3)
 - Exhibit D Union Street Utility Coordination Plan (C500.0)
 - Exhibit E Union Storm Overall Plan (C530.0)
 - Exhibit F Union Storm Sewer Plan and Profile (C530.1 – C531.5)
 - Exhibit G Utility Details (C670.5, C670.6, C670.8)
 - Exhibit H Stormwater Management, Operation, and Maintenance Plan and 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 Rice County Auditor for collection in the same manner as property taxes upon the Property. The Owner, on behalf of itself and its successors and assigns, hereby acknowledges the benefit of such inspection/maintenance/repair/replacement of the Facilities to the Property by the City and hereby expressly waives any rights to hearings, notice of hearings, objections or appeal relating to the levying of any City assessments, the right to contest the City levied assessments under Minnesota Statutes § 429.081 or the certification of such levied assessments to the Rice County Auditor for collection with property taxes upon the Property.
- e. Right of Entry. The City shall have the right to enter the Property to implement the terms of this Paragraph 3 and enforce City Code, including but not limited to Chapter 22, and applicable law. The City shall not be subject to or liable for any claims of trespass by the Owner. City Code, Section 22-308 is incorporated herein by reference, as amended.

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

resolution. Notwithstanding anything herein to the contrary, the Property shall not be deemed dedicated to the public or otherwise public land. The City shall have no obligation and no right, other than as provided in this Agreement or under the ordinances, statutes and other laws, as applicable, under which the City operates, to maintain or administer the Property.

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

notices, or objections permitted or required to be given or served under this Agreement.

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

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

[Remainder of page left intentionally blank.]

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

CARLETON COLLEGE

By: 
Linda Weingarten, Its Associate Vice President
of Facilities and Capital Planning

Date: 3/26/24

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 March 26, 2024, by Linda Weingarten, Its Associate Vice President of Facilities and Capital Planning, on behalf of Carleton College, a Minnesota nonprofit corporation under the laws of the State of Minnesota, Owner.


Notary Public

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 _____, 2024, 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
(See Following 2 Pages)

STORM WATER AGREEMENT DESCRIPTION

That part of Lots 1, 2, 9, and 10, Block 6, NORTHFIELD, according to the recorded plat thereof, Rice County, Minnesota, described as commencing at the southeast corner of said Block 6; thence South 89 degrees 28 minutes 26 seconds West, assumed bearing, along the south line of said Block 6 a distance of 147.28 feet; thence on a bearing of North a distance of 12.85 feet to the point of beginning; thence on a bearing of West 18.00 feet; thence on a bearing of North 75.00 feet; thence on a bearing of East 18.00 feet; thence on a bearing of South 75.00 feet to the point of beginning.

And

That part of Lot 4, Block 6, NORTHFIELD, according to the recorded plat thereof Rice County, Minnesota, described as commencing at the southeast corner of said Block 6; North 00 degrees 11 minutes 28 seconds West, assumed bearing, along the east line of said Block 6 a distance of 214.16 feet; thence on a bearing of West 7.80 feet to the point of beginning; thence continuing on a bearing of West 30.00 feet; thence on a bearing of North 30.00 feet; thence on a bearing of East 30.00 feet; thence on a bearing of South 30.00 feet to the point of beginning.

I hereby certify that this sketch, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 21st day of July, 2023

SUNDE LAND SURVEYING, LLC.

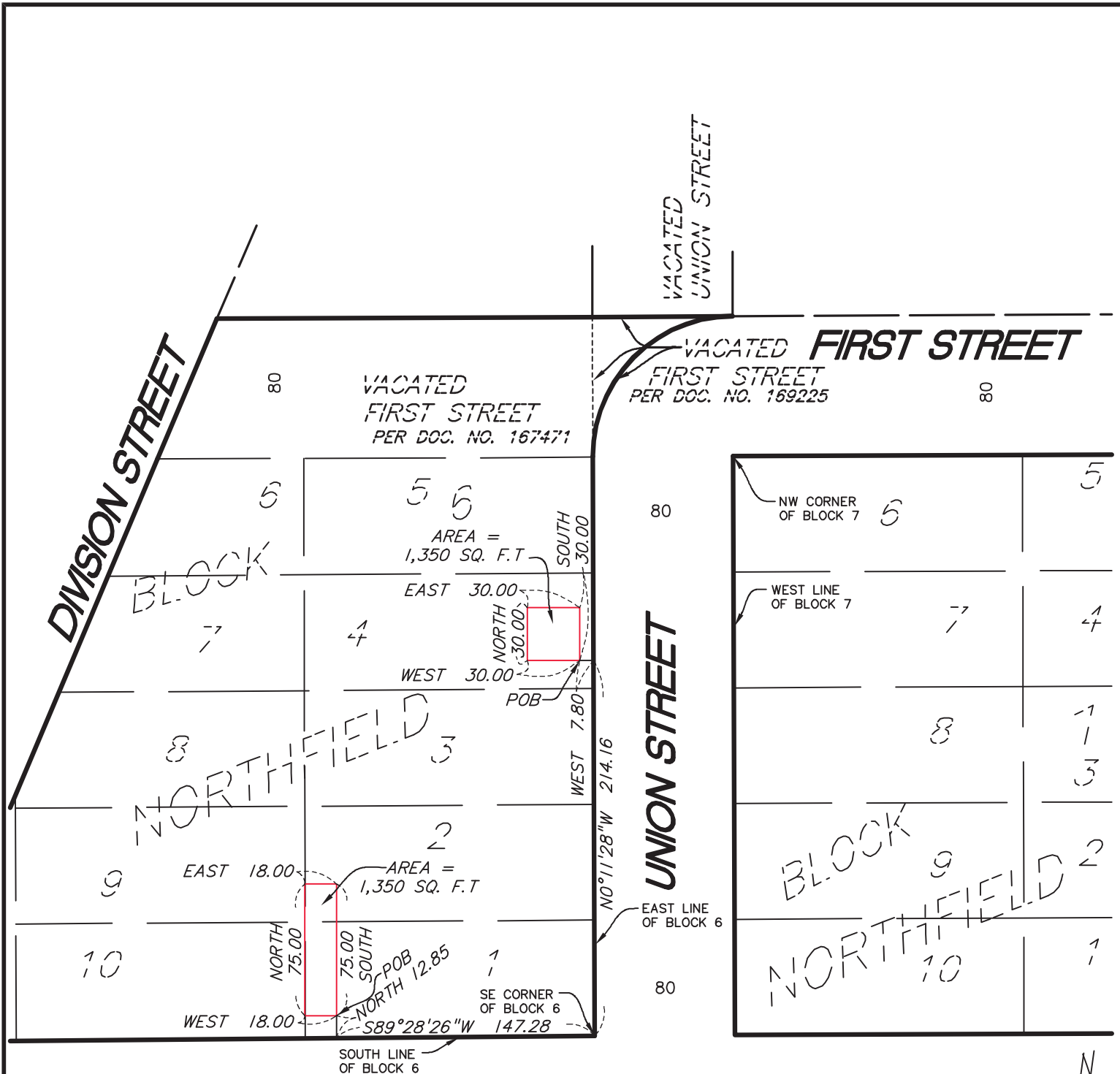
By: Ailee J. Carlson
Ailee J. Carlson, P.L.S. Minn. Lic. No. 44900

SHEET 1 OF 2

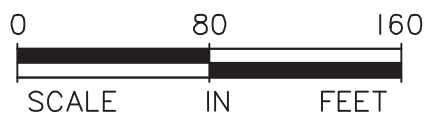
90-289-2023-B T.112, R.19, S.31
902892023B-STRM ESMT.dwg KDK



9001 East Bloomington Freeway (35W) • Suite 118
Bloomington, Minnesota 55420-3435
952-881-2455 (Fax: 952-888-9526)
www.sunde.com



POB Denotes Point Of Beginning



SHEET 2 OF 2

90-289-2023-B T.112, R.19, S.31
902892023B-STRM ESMT.dwg KDK



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EXHIBIT B

Union Street Erosion Control Plan – Post Development (C200.4)

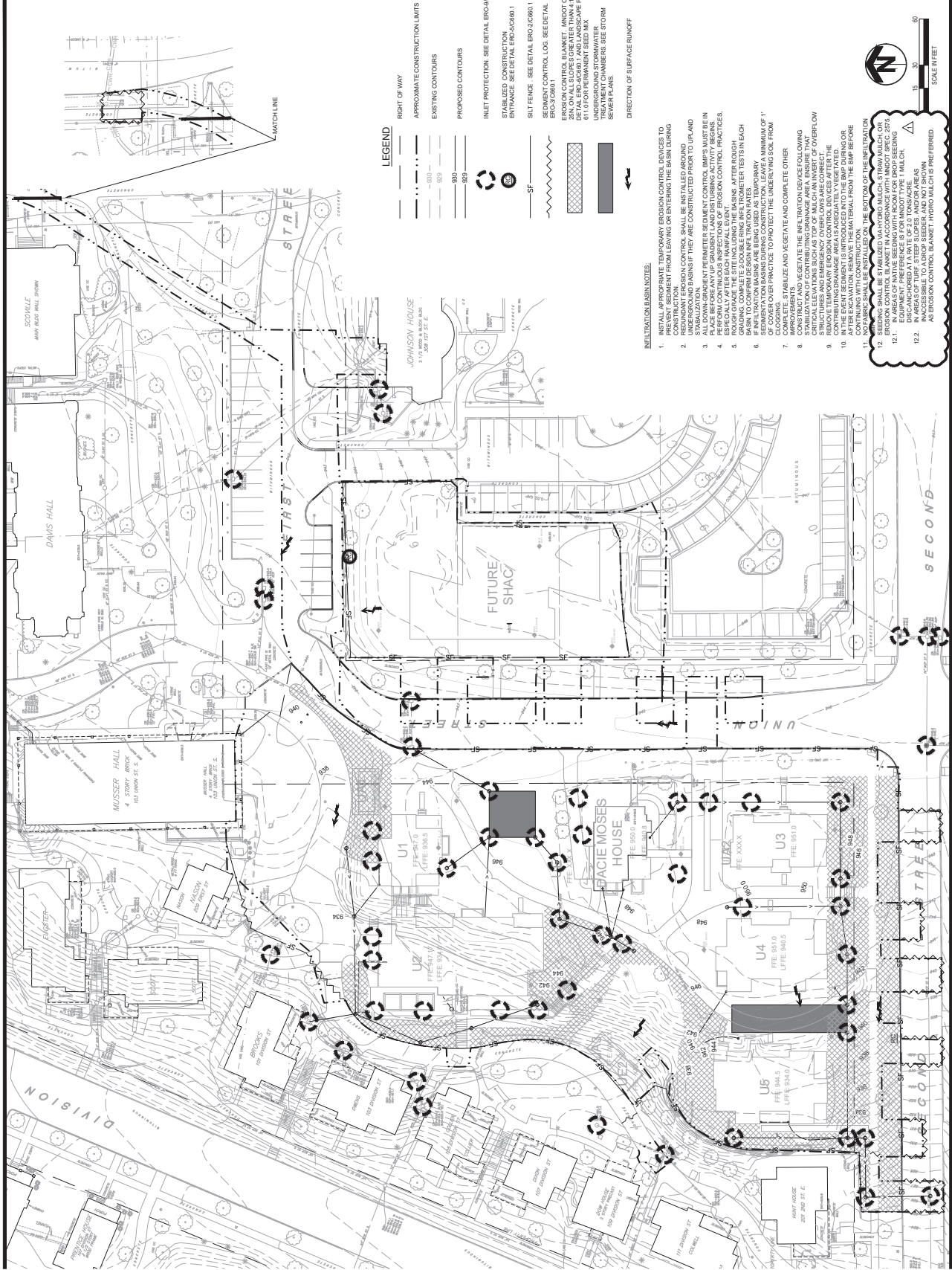


301 Washington Ave. N, Box 200 Minneapolis, MN 55401 (612) 338-2200



CARLETON COLLEGE

1 NORTH COLLEGE STREET
NORTHFIELD, MN 55057



LEGEND

- RIGHT OF WAY
- APPROXIMATE CONSTRUCTION LIMITS
- EXISTING CONTOURS
- PROPOSED CONTOURS
- INLET PROTECTION. SEE DETAIL ERO-3060.1
- STABILIZED CONSTRUCTION ENTRANCE. SEE DETAIL ERO-3060.1
- SILT FENCE. SEE DETAIL ERO-3060.1
- SEDIMENT CONTROL LOG. SEE DETAIL ERO-3060.1
- EROSION CONTROL BLANKET. MINOT CAT DETAIL ERO-3060.1 AND LANDSCAPE PLAN 61.0 FOR PERMANENT SEED MIX
- TREATMENT CHAMBERS. SEE STORM SEWER PLANS
- DIRECTION OF SURFACE RUNOFF

INTEGRATION BASIN NOTES

1. INSTALL APPROPRIATE TEMPORARY EROSION CONTROL DEVICES TO PREVENT EROSION FROM LEAVING OR ENTERING THE BASIN DURING CONSTRUCTION.
2. REDUNDANT EROSION CONTROL SHALL BE INSTALLED AROUND PERMANENT EROSION CONTROL DEVICES.
3. ALL EROSION CONTROL DEVICES MUST BE IN PLACE PRIOR TO ANY GRADING OR CONSTRUCTION ACTIVITIES.
4. PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES. REPAIR OR REPLACE AS NEEDED.
5. ROUGH GRADE THE SITE INCLUDING THE BASINS. AFTER ROUGH GRADING, COMPLETE DOUBLE RING INFILTRATION TESTS IN EACH BASIN.
6. IF INFILTRATION BASINS ARE BEING USED AS TEMPORARY STORAGE OF COVER OVER PRACTICE TO PROTECT THE UNDERLYING SOIL FROM IMPROVEMENTS.
7. COAGULANTS, STABILIZERS AND VEGETATE AND COMPLETE OTHER IMPROVEMENTS.
8. STABILIZATION OF CONTRIBUTING DRAINAGE AREA, ENSURE THAT CRITICAL ELEVATIONS SUCH AS TOP OF MOUND OR INVERT OF OVERFLOW ARE MAINTAINED.
9. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTRIBUTING DRAINAGE AREA IS ADEQUATELY VEGETATED OR OTHERWISE STABILIZED.
10. AFTER EXCAVATION, REMOVE THE MATERIAL FROM THE BMP BEFORE ANY FURTHER CONSTRUCTION.
11. NO FILLING SHALL BE INSTALLED ON THE BOTTOM OF THE INFILTRATION BASIN.
12. EROSION CONTROL BLANKET IN ACCORDANCE WITH MINOT SPEC. 257.1. EQUIPMENT PREFERENCE IS FOR MINOT TYPE 1 MML 521.
- 12.1. DISCHARGED AT A RATE OF 2.0 TONS/ACRE.
- 12.2. ACCESSIBLE TO A DROP SEEDER, AND NOT SHOWN AS EROSION CONTROL BLANKET. HYDRO MULCH IS PREFERRED.



SECOND

EXHIBIT C

Union Street SWPPP (C260.1, C260.3)



701 Washington Ave., N. Ste 200 Minneapolis, MN 55401 | (612) 338-2029



CARLETON COLLEGE

1 NORTH COLLEGE STREET
NORTHFIELD, MN 55057



WATER RELATED PERMITS

AGENCY	TYPE OF PERMIT
MINNESOTA POLLUTION CONTROL AGENCY (MPCA)	NPDES CONSTRUCTION STORMWATER GENERAL PERMIT (MN R 10000.1)
CITY OF NORTHFIELD	GRADING, SEDIMENT AND EROSION CONTROL PERMIT

READ AND REVIEW ALL PERMITS FOR SPECIAL CONDITIONS THAT WILL AFFECT CONSTRUCTION OF THE PROJECT.
CONTACT THE CITY OF NORTHFIELD AT LEAST 24 HOURS PRIOR TO CONSTRUCTION OF STORMWATER BMPs.
IF IT BECOMES NECESSARY TO DISTURB AREAS OUTSIDE OF THE CONSTRUCTION LIMITS, OPERATIONS SHOULD CEASE AND DETERMINATION MADE IF ADDITIONAL PERMITS ARE NEEDED OR EXISTING PERMITS NEED TO BE MODIFIED.
TEMPORARY DEWATERING ACTIVITIES MAY BE REQUIRED FOR SITE GRADING AND UTILITY WORK. CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE PERMIT. SUBMIT A SITE MANAGEMENT PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCING WORK.

SPECIAL AND IMPAIRED WATERS

THE FOLLOWING SPECIAL OR IMPAIRED WATERS ARE LOCATED WITHIN ONE MILE (AERIAL RADIUS) OF THE PROJECT LIMITS.

WATERBODY NAME	IMPAIRMENT(S) OR SPECIAL STATUS
CANNON RIVER	SPECIAL WATER, IMPAIRED FOR TURBIDITY

AREAS OF ENVIRONMENTAL SENSITIVITY (AES)

THERE ARE NO WETLANDS WITHIN AND NEAR THE PROJECT BOUNDARY. EXISTING STORMWATER FACILITIES CONSISTING OF STORM SEWER ARE SHOWN ON THE EXISTING UTILITY PLANS.

PROJECT ORGANIZATION CONTACTS	PHONE
PROJECT ENGINEER	BRADEN P. KORWIN 218-491-7542
SWPPP DESIGNER CERTIFIED IN DESIGN OF CONSTRUCTION SWPPP	JONATHAN N. LIBBY 651-720-7548
CITY OF NORTHFIELD (WATER QUALITY TECHNICIAN)	COLE B. JOHNSON 937-645-3071
CARLETON COLLEGE (SWPPP CONTACT)	JAY STADLER 937-222-4137
EROSION CONTROL SUPERVISOR (TERRA CONSTRUCTION)	MITCH HUEMAN 763-463-0289 (direct) 612-384-5522 (cell)
MINNESOTA POLLUTION CONTROL AGENCY STORMWATER HOTLINE	651-757-2119 OR 800-657-3804
MPCA DUTY OFFICER 24 HR EMERGENCY NOTIFICATION	651-449-5451 OR 800-422-0798

INSPECTIONS

INSPECT THE ENTIRE CONSTRUCTION SITE A MINIMUM OF ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. INSPECT AND MAINTAIN ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES. RECORD ALL INSPECTIONS AND MAINTENANCE ACTIVITIES IN WRITING WITHIN 24 HOURS. SUBMIT INSPECTION REPORTS IN A FORMAT THAT IS ACCEPTABLE TO THE PROJECT ENGINEER. INSPECTION AND MAINTENANCE RECORDS SHOULD INCLUDE, AT A MINIMUM, THE FOLLOWING INFORMATION:

- DATE AND TIME OF INSPECTION
- NAME OF PERSON(S) CONDUCTING INSPECTIONS
- LOCATION WHERE CORRECTIVE ACTIONS ARE NEEDED
- CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES)
- DATE AND AMOUNT OF RAINFALL EVENTS GREATER THAN 0.5 INCH IN 24 HOURS
- RAINFALL AMOUNTS MUST BE OBTAINED BY A PROPERLY MAINTAINED RAIN GAUGE INSTALLED ONSITE, OR BY A WEATHER STATION THAT IS WITHIN ONE MILE OR BY A WEATHER REPORTING SYSTEM
- OBSERVE ANY DISCHARGE THAT MAY BE OCCURRING DURING THE INSPECTIONS - INCLUDE DESCRIPTION AND PHOTOS IN REPORT

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE

PROJECT DESCRIPTION/LOCATION

THE PROJECT SITE IS LOCATED ON THE CAMPUS OF CARLETON COLLEGE IN THE CITY OF NORTHFIELD IN RICE COUNTY, MINNESOTA. UNION STREET IS A REDEVELOPMENT INVOLVING DEMOLITION OF EXISTING BUILDINGS.
THE PLANNED SCOPE OF THE PROJECT INCLUDES: GRADING, WET AND DRY UTILITIES, SUB-SURFACE STORMWATER MANAGEMENT, VEGETATION ESTABLISHMENT, BITUMINOUS AND CONCRETE PAVING, AND MULTIPLE RESIDENTIAL BUILDINGS.

FOR THE SELECTION OF EROSION AND SEDIMENT CONTROLS FOR THE SITE, THE SWPPP CONSIDERS FACTORS SUCH AS PRECIPITATION FREQUENCY, INTENSITY, AND DURATION, THE NATURE OF RUNOFF/RUN-ON, AND RANGE OF ANTICIPATED SOIL PARTICLES.
THE SWPPP MUST BE AMENDED TO DOCUMENT ANY CHANGES TO EROSION AND SEDIMENT CONTROLS, METHODS OR PRACTICES. THESE AMENDMENTS MUST BE TIMELY, AND AN UPDATED SWPPP NEEDS TO BE KEPT AT THE SITE ENTRANCE AND/OR JOB TRAILER AT ALL TIMES.

RESPONSIBILITIES

PROVIDE A CERTIFIED EROSION CONTROL SUPERVISOR PER MN DOT SPECIFICATION 2573.3.A.1. EROSION CONTROL SUPERVISOR WILL OVERSEE IMPLEMENTATION OF SWPPP AND INSTALLATION, INSPECTION, AND MAINTENANCE OF THE EROSION PREVENTION AND SEDIMENT CONTROL BMPs BEFORE, DURING AND AFTER CONSTRUCTION UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED.
PROVIDE AT LEAST ONE CERTIFIED INSTALLER PER MN DOT SPECIFICATION 2573.3.A.2. FOR EACH CONTRACTOR OR SUBCONTRACTOR THAT PLACES THE PRODUCTS LISTED IN MN DOT SPECIFICATION SECTION 2573.3.A.2.

THE CONTRACTOR MUST PROVIDE PROOF OF TRAINING CERTIFICATION FOR EROSION CONTROL SUPERVISOR AND EROSION CONTROL INSTALLERS PRIOR TO BEGINNING THE WORK
ANY CHANGES TO THE SWPPP MUST BE DOCUMENTED BY THE EROSION CONTROL SUPERVISOR, APPROVED BY THE ENGINEER AND ADDED TO THE SWPPP.

CHAIN OF RESPONSIBILITY

THE CONTRACTOR IS THE PERMITEE FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION PERMIT. THE CONTRACTOR IS RESPONSIBLE TO SUBMIT AND OBTAIN THE PERMIT, THEN COMPLY WITH ALL ASPECTS OF THE NPDES CONSTRUCTION PERMIT AT ALL TIMES UNTIL THE PROJECT IS COMPLETED. THE EROSION CONTROL SUPERVISOR WILL ENSURE THAT THE CONTRACTOR'S EROSION AND SEDIMENT CONTROL SUPERVISOR FULFILLS THEIR DUTIES.

LAND FEATURE CHANGES

UNION STREET SITE:	
TOTAL DISTURBED AREA	2.20 ACRES
EXISTING IMPERVIOUS SURFACE AREA	0.75 ACRES
PROPOSED IMPERVIOUS SURFACE AREA	0.88 ACRES
RECONSTRUCTED IMPERVIOUS SURFACE AREA	0.75 ACRES
NEW IMPERVIOUS SURFACE AREA	0.23 ACRES

SOIL TYPES

FOR BOTH THE UNION STREET AND LLAC HILL SITES.
SOIL TYPES ARE GENERALLY CLASSIFIED AS SILTY AND GRAVELLY SAND (SP, SP-SM).
REFER TO GEOTECHNICAL INVESTIGATION PERFORMED BY AET FOR ADDITIONAL DETAIL.

ENVIRONMENTAL REVIEW

THERE ARE NO STORMWATER MITIGATION MEASURES REQUIRED AS A RESULT OF AN ENVIRONMENTAL ARCHEOLOGICAL OR AGENCY REVIEW.

THIS PROJECT IS NOT LOCATED IN A WELL HEAD PROTECTION AREA.

THIS PROJECT IS NOT LOCATED IN A DRINKING WATER SUPPLY MANAGEMENT AREA (DWISMA).

THIS PROJECT IS NOT LOCATED IN A KARST AREA. REFER TO STORMWATER MANAGEMENT REPORT FOR DOCUMENTATION.

THIS PROJECT IS NOT LOCATED IN AN EMERGENCY RESPONSE AREA (ERA) PER DEPARTMENT OF HEALTH.

THIS SQUARE APPEARS 9" x 12"
ON FULL SIZE SHEET

6 02/07/2023
NO DATE ISSUED FOR

7 3/1/23
NO DATE REVISION

PROJECT NAME
STUDENT HOUSING
EXPANSION

DRAWING TITLE
UNION STREET
SWPPP NARRATIVE

DRAWN BY: OAC
CHECKED BY: AMK
DESIGNED BY: JCL/SM
DRAWING NO.

C260.1



701 Washington Ave., N. Ste 200 Minneapolis, MN 55401 | 612.338.2029



CARLETON COLLEGE

1 NORTH COLLEGE STREET
NORTHFIELD, MN 55057

THIS SQUARE APPEARS 9" x 12"
ON FULL SIZE SHEET

6 02/07/2023 DATED PROJECT
NO DATE ISSUED FOR

1 3/1/23 BY JT ADGE ROOM 1
NO DATE REVISION

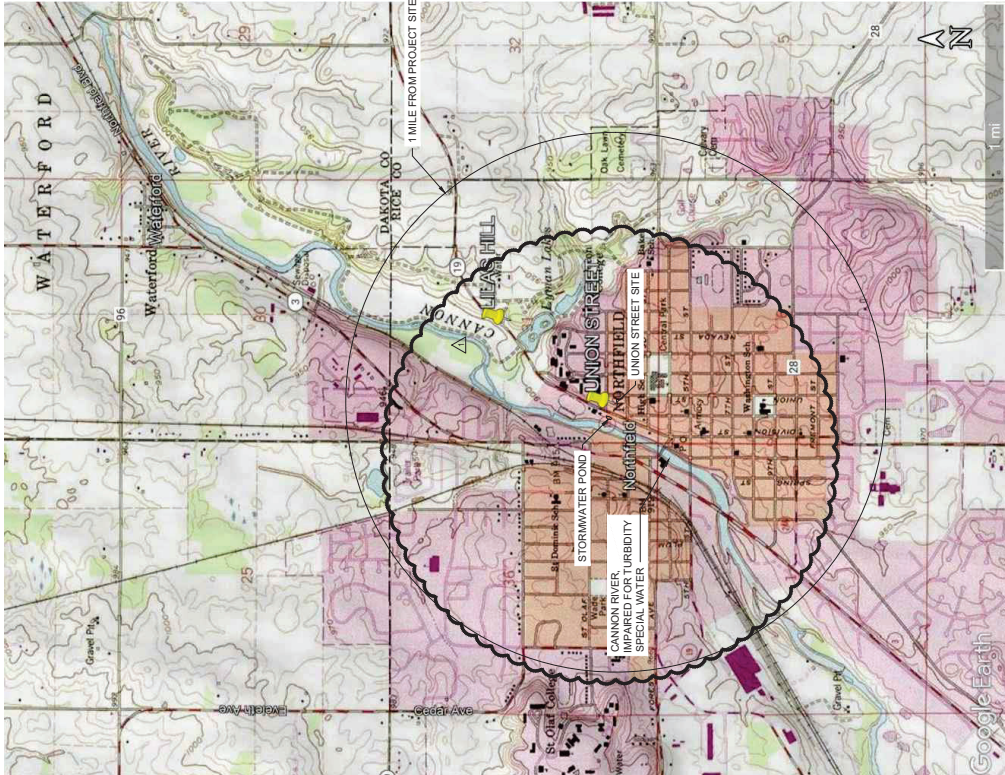
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PROJECT NAME
STUDENT HOUSING
EXPANSION

DRAWING TITLE
UNION STREET
SWPPP NARRATIVE

DRAWN BY: OAK
CHECKED BY: AM
DESIGNED BY: JAC
DRAWING NO.: C260.3

OFFSITE FLOW INFORMATION DRAWING

REFER TO DRAINAGE AREA MAPS IN DRAINAGE REPORT FOR ADDITIONAL INFORMATION.



STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE (CONTINUED)

TREATMENT BMPs INCLUDED WITH THIS PROJECT ARE:

- UNION STREET:
- THREE (3) UNDERGROUND INFILTRATION SYSTEMS CONSISTING OF 48" DIAMETER PERFORATED CIRCULAR PIPES EMBEDDED IN CRUSHED STONE.
 - PRE-TREATMENT IS PROVIDED BY SUMPS IN STORM SEWER CATCH BASINS / MANHOLES.
- REFER TO PROJECT STORMWATER MANAGEMENT REPORT FOR DETAILED CALCULATIONS.

LANDSCAPING NOTES

- FILTER LOGS SHALL BE PLACED, AS NEEDED, TO TRAP SEDIMENT ON THE LOWER EDGE OF BEDS OR TREE HOLES. FILTER LOGS WILL BE CUT AND MATERIALS LEFT TO ACT AS SEDIMENT TRAPS.
- TILING FOR BEDS OR TREE HOLES MUST BE PLANTED AND MULCHED WITH WOOD CHIP WITHIN 7 DAYS OR STABILIZED UNTIL PLANTING OPERATIONS CAN BE COMPLETED.

LONG TERM MAINTENANCE AND OPERATION

CARLETON COLLEGE IS RESPONSIBLE FOR LONG-TERM OPERATION AND MAINTENANCE.

PERMIT TERMINATION CONDITIONS

- THE FOLLOWING CONDITIONS MUST BE MET PRIOR TO NOTICE OF TERMINATION (NOT):
- PERMANENT STORMWATER TREATMENT SYSTEM IS CONSTRUCTED, MEETS ALL REQUIREMENTS, AND IS OPERATING AS DESIGNED.
 - PERMANENT STORMWATER TREATMENT SYSTEM IS CONSTRUCTED, MEETS ALL REQUIREMENTS, AND IS OPERATING AS DESIGNED.
 - ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMPs MUST BE REMOVED.
 - CLEAN OUT SEDIMENT FROM CONVEYANCE SYSTEMS AND PERMANENT STORMWATER TREATMENT SYSTEMS (RETURN TO DESIGN CAPACITY).
 - SUBA NOTICE OF TERMINATION (NOT) TO THE MPCA.

EXHIBIT D

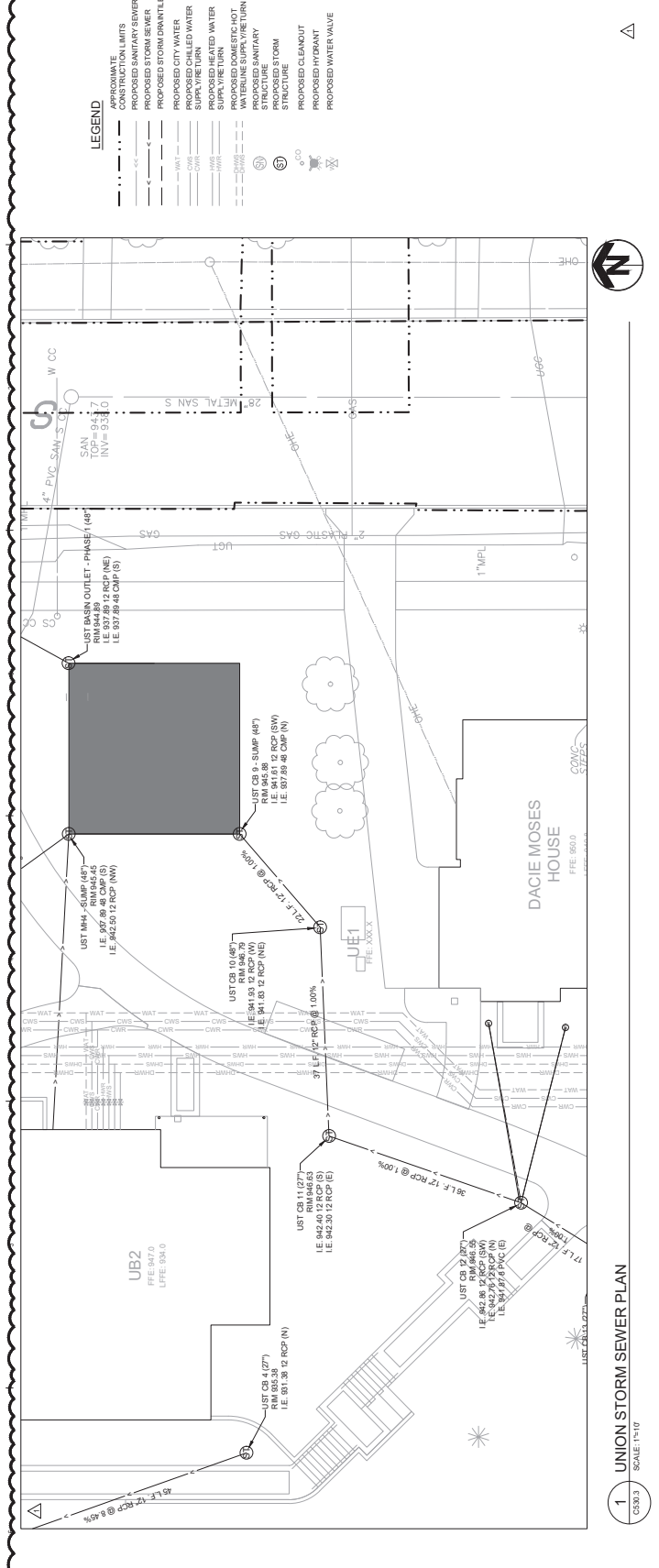
Union Street Utility Coordination Plan (C500.0)

EXHIBIT E

Union Storm Overall Plan (C530.0)

EXHIBIT F

Union Storm Sewer Plan and Profile (C530.1 – C531.5)



ENGINEER

SALASOBRIEN
[Aspect a difference]
[Address]
[Phone]
[Email]

CONSULTANT

TRDA

SEALS

HABER BY CERTIFY THAT THE PROJECT HAS BEEN REVIEWED BY ME AND THAT THE PROJECT IS IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT UNDER THE LAND OF THE STATE OF MINNESOTA.

[Signature]
[Title]
[Date]

PROJECT

PROJECT: 32023.1
SUBJECT: 32023.1
DATE: 3/20/23

PROJECT

JAN: MDP
IN CHARGE: KEK
QA: AMK
ISSUE: 100% CDS
DATE: 2/16/23

REVISIONS

NO.	DATE	DESCRIPTION
1	2/16/23	ISSUED FOR PERMIT
2	2/16/23	ISSUED FOR PERMIT
3	2/16/23	ISSUED FOR PERMIT
4	2/16/23	ISSUED FOR PERMIT
5	2/16/23	ISSUED FOR PERMIT
6	2/16/23	ISSUED FOR PERMIT
7	2/16/23	ISSUED FOR PERMIT
8	2/16/23	ISSUED FOR PERMIT
9	2/16/23	ISSUED FOR PERMIT
10	2/16/23	ISSUED FOR PERMIT

UNION STORM SEWER PLAN & PROFILE

C530.3

SHEET NUMBER

CARLETON NEW STUDENT HOUSING UTILITIES
Carleton College
Northfield, MN 55057



C530.5

EXHIBIT G

Utility Details (C670.5, C670.6, C670.8)



EXHIBIT H

Stormwater Management, Operations, and Maintenance Plan

STORMWATER FACILITIES OPERATION & MAINTENANCE PLAN

Union Street Development

Carleton College
Northfield, MN

Prepared for:
Carleton College

Date: March 31, 2023
TKDA Project No. 18557.000



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

1.0 Union Street Proposed Site Conditions

Runoff from the rooftops of the proposed buildings and hardscape are collected in storm sewer and conveyed to two (2) underground infiltration systems. These systems consist of 48-inch diameter round perforated corrugated metal pipes embedded in crushed stone. Where it is not practicable to collect and treat runoff, such as the case in the yards sloping towards Union Street and 2nd Street, the runoff sheet flows across turf grass and out into the street.

In storm events larger than the 100-year design event, surcharge flows from the northern underground system would flow overland down the existing concrete trail in a southwesterly direction to the intersection of Second and Division Street. Surcharge flows from the southern underground system would flow south towards Second Street, then west to Division Street. Presumably, the City's storm sewer would also be surcharged in this storm event, and flood routing from the site would converge with flooding in the right-of-way that would overtop the west curb of Division Street and flow downhill to the Cannon River.

The infiltration systems have at least one pretreatment device in each location where flows enter the system. These devices include manholes with sumps greater than 3-feet depth, and BMP Snout devices (model 18R). The Snout device prevents oil and debris from entering the infiltration systems.

Periodic maintenance is critical to the continued functionality of the infiltration systems. This document provides guidance and inspection forms for long-term operation and maintenance. For instance, the pretreatment structures need to be inspected for sediment and debris accumulation, and cleaned periodically. The underground infiltration systems should be examined following significant rain events to confirm that they are successfully dewatering within 48 hours.

Attached to this document are the original design plans, including underground system details, pretreatment structure details, and storm sewer plan and profiles. Use this document in conjunction with the guidance in the Minnesota Stormwater Manual and City of Northfield to ensure continued operation and compliance with stormwater management requirements.

2.0 Union Street Stormwater Facilities Maintenance

Regular inspection and maintenance is critical to the effective operation of the infiltration basins. It is the responsibility of the property owner to maintain all stormwater BMPs in accordance with regulations, including requirements of the City of Northfield.

2.1 Inspection Schedule

One inspection form shall be completed for the infiltration basin periodically as specified on the checklist, and as determined based on observed sediment loading and frequency of maintenance needs.

2.2 Erosion

The soil and mulch on the property shall be inspected for eroded areas. Eroded areas shall be filled with soil or mulch and vegetated.

2.3 Sediment Accumulation & Clogging

Sediment accumulation within the facility reduces the infiltration capacity and impairs proper performance of the facility. The facility shall be inspected for accumulation of sediment. Excessive sediment accumulation shall be removed.

2.4 Outlet Structure Maintenance

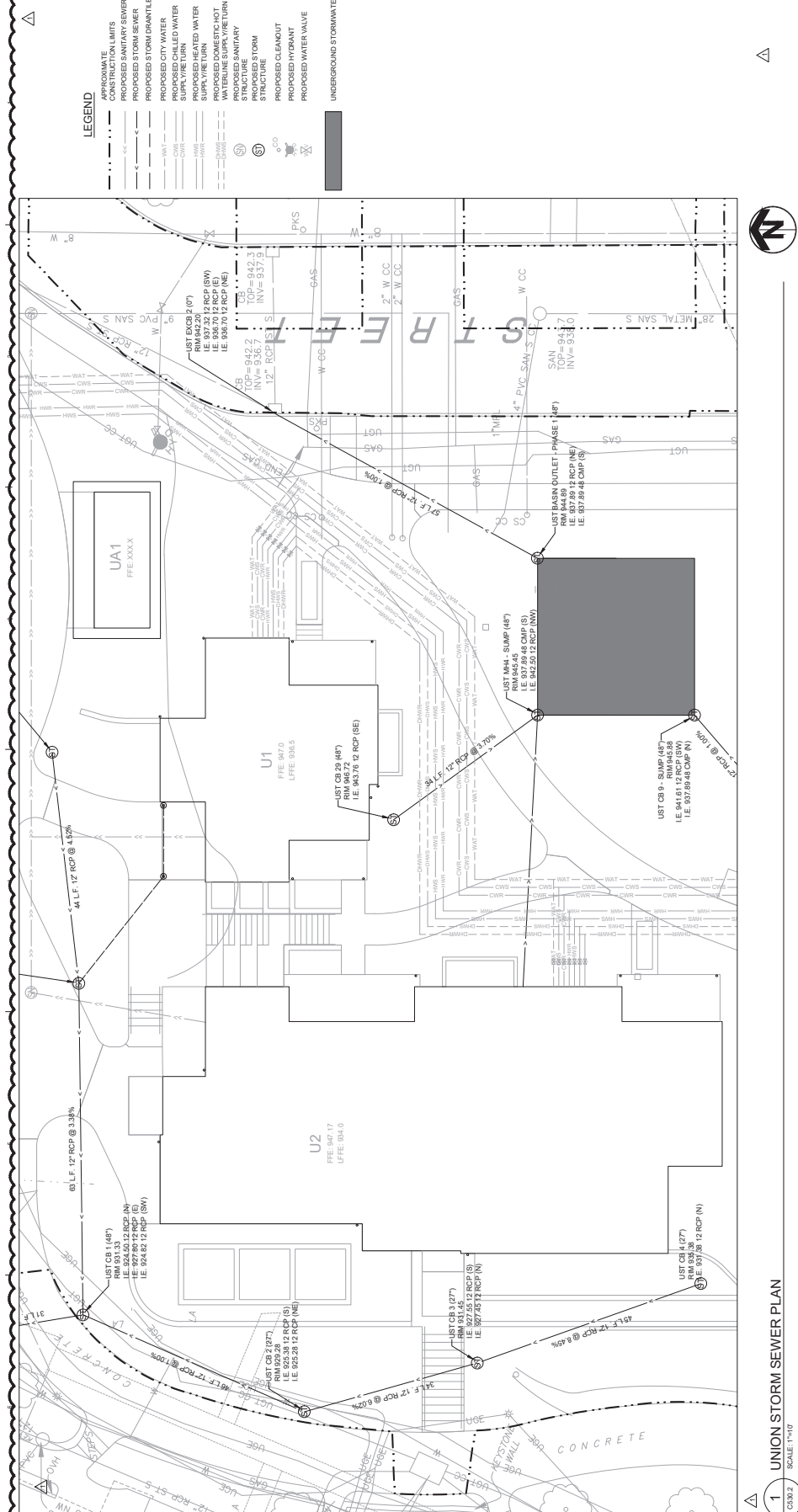
The Owner will be responsible for outlet structure maintenance. Periodically, the outlet pipe may clog with debris. Debris should be removed and appropriately disposed of off-site.

2.5 Standing Water

The facility has been designed to dewater less than 48 hours after a rain event. The facility owner shall contact The City of Northfield whenever the facility has standing water more than 48 hours after a rain event.

INFILTRATION BASIN INSPECTION FORM

Underground Infiltration System at Union Street		
Date:	Time:	Weather:
Inspector:		
Maintenance Item	Comments on Condition	Actions to be Taken
<i>Debris Cleanout (As Needed)</i>		
Trash and debris		
Inflow pipes are clean		
Outflow pipes are clean		
Area drains are functioning properly and free of litter and debris		
<i>Dewatering (Monthly)</i>		
After several storm events or an extreme storm event, inspect for signs of clogging of the inlet or outlet structures and sediment accumulation.		
<i>Sediment Deposition Cleanout (Annual)</i>		
No evidence of sedimentation in bottom of system greater than 2 inches		
Contributing drainage area stabilized and free of erosion		
Note signs of pollution, such as oil sheens, discolored water, or unpleasant odors.		
<i>Inlets (Annual)</i>		
All inlet structures are in good condition		
No evidence of erosion adjacent to inlets		
<i>Comments and Actions Required:</i>		



ENGINEER

SALASORIEN
[appears a difference]
Professional Engineer
No. 107416 (Professional Engineer)

CONSULTANT

TRDA

SEALS

PROJECT

CARLETON NEW STUDENT HOUSING UTILITIES
Northfield, MN 55057

PROJECT

NO.	DATE	DESCRIPTION
1	11/20/2024	ISSUE
2	11/20/2024	ISSUE
3	11/20/2024	ISSUE
4	11/20/2024	ISSUE
5	11/20/2024	ISSUE
6	11/20/2024	ISSUE
7	11/20/2024	ISSUE
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13	11/20/2024	ISSUE
14	11/20/2024	ISSUE
15	11/20/2024	ISSUE
16	11/20/2024	ISSUE
17	11/20/2024	ISSUE
18	11/20/2024	ISSUE
19	11/20/2024	ISSUE
20	11/20/2024	ISSUE

UNION STORM SEWER PLAN & PROFILE

C530.2

SHEET NUMBER

1 UNION STORM SEWER PLAN
SCALE: 1"=10'

1 2 3 4 5 6

