



Title: Second Amendment to the School Lake Preserve Conservation Easement

Resolution number: 23-071

Prepared by: Name: Tiffany Schaufler
Phone: 952-641-4513
tschaufler@minnehahacreek.org

Reviewed by: Name/Title: Josh Wolf, PMLM Program Manager; Chuck Holtman, Legal Counsel

Recommended action: Authorize second amendment to the School Lake Preserve Conservation easement.

Past Board action: Res #: 18-048 Authorization to execute an MOU with the City of Medina for School Lake Preserve easement enforcement and to execute an Indemnification Agreement for School Lake Preserve Public Trails and to execute the School Lake Preserve Conservation Easement

Res #:19-056 Amending the School Lake Preserve conservation easement

Summary:

Wallace Marx is currently developing a 90-acre property in Medina southwest of what is commonly known as School Lake. A 6-lot, single family subdivision is being built under the City of Medina’s conservation design-planned unit development (CD-PUD) ordinance which requires at least 30% of the buildable land area, wetlands, and wetland buffers to be protected by conservation easement. The District agreed to serve as the holder of the conservation easement in order to facilitate the conservation development, and accordingly acquired this 70-acre easement in July 2018.

This property is of interest to the District because of its location within a key conservation area as designated by the District’s watershed management plan with proximity to an additional District-held conservation easement along the western shoreline of School Lake and Three Rivers Park District’s Baker Park. The District has provided technical guidance to other private landowners in this area to undertake conservation planning and natural areas restoration, which has created a significant conservation corridor within Medina. The School Lake Preserve conservation easement protects high-quality woodlands and wetlands, including a tamarack bog.

Mr. Marx desires to subdivide a single lot (Lot 2, Block 3) into two lots and has worked with the City of Medina to adjust property lines on the final plat of the 3rd Addition to subdivide one lot and two outlots as *School Lake Nature Preserve 3rd Addition*. The repositioning of the lot lines causes no net loss or gain to the total area within the conservation easement, and all conditions of the conservation easement are unchanged. The City of Medina approved the final plat of the 3rd Addition with this adjustment on September 19, 2023, and Mr. Marx is now requesting the amendment of the conservation easement to align with this change.

Supporting documents:

1. Second Amendment to the School Lake Preserve Conservation Easement
2. School Lake Preserve Conservation Easement



RESOLUTION

Resolution number: 23-071

Title: Second Amendment to the School Lake Preserve Conservation Easement

WHEREAS, Wallace Marx intends to develop 90 acres for residential use utilizing a conservation design planned unit development named School Lake Preserve;

WHEREAS, the District holds a conservation easement over 70 acres of the property, which protects approximately 29 acres of upland habitat and 41 acres of wetlands and wetland buffers;

WHEREAS, the subject property is located in a key conservation area designated by the District’s watershed management plan with proximity to School Lake, Three Rivers Park District’s Baker Park, and other District-held conservation easements on School Lake and east of Lake Katrina;

WHEREAS, the District and Mr. Marx have worked proactively and collaboratively to bring conservation considerations to bear on the development of the property to optimize water resources and ecological benefits in the development;

WHEREAS, Mr. Marx has identified a desire to subdivide a single lot (Lot 2, Block 3) and has worked with the City of Medina through final platting to adjust lot lines, with no change in the total conservation area;

WHEREAS, Mr. Marx requests the conservation easement be amended to reflect this adjustment of the boundary of the residential lot.

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorize the Board President to execute the Second Amendment to the School Lake Preserve Conservation easement, with non-material changes and on the advice of counsel.

Resolution Number 23-071 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 11/27/2023

Secretary Date: _____

SECOND AMENDMENT TO CONSERVATION EASEMENT

THIS SECOND AMENDMENT TO CONSERVATION EASEMENT (“the Amendment”) is by and between SCHOOL LAKE NATURE PRESERVE LLC, a Minnesota limited liability company (“the Grantor”) and MINNEHAHA CREEK WATERSHED DISTRICT, a governmental body created under Minnesota Statutes Chapter 103(D) (“the District”).

RECITALS:

- A. On June 26, 2018, pursuant to a Conservation Design – Planned Unit Development (“CD-PUD”) approved by the City of Medina, a political subdivision of the State of Minnesota (the “City”), Wallace and Bridget Marx, each the spouse of the other, granted to the District a Conservation Easement affecting certain property, legally described as: *Lots 1 and 2, Block 1; Lots 1 and 2, Block 2; Lots 1 and 2, Block 3, and Outlots A-K, School Lake Nature Preserve, Hennepin County, Minnesota*, all according to the plat of School Lake Nature Preserve, Hennepin County, Minnesota, and filed on July 12, 2018 in the Office of the County Recorder, Document A10571122, Hennepin County, and in the Registrar of Titles, Hennepin County (“the Easement”);
- B. Ownership of the property was transferred to the Grantor pursuant to a warranty deed filed on July 12, 2018 in the Office of the County Recorder, Hennepin County and in the Registrar of Titles, Hennepin County;
- C. The Grantor and the District subsequently amended the Conservation Easement as it related to a single lot and a single outlot, legally described as *Lot 2, Block 2 and Outlot E*, respectively, *School Lake Nature Preserve, Hennepin County, Minnesota*, as approved by the City on April 16, 2019, in Resolution No. 2019-25 Granting Final Approval of the School Lake Nature Preserve 2nd Addition Plat and filed on June 24, 2019 in the Office of the County Recorder, Document A10670410, Hennepin County, and in the Registrar of Titles, Hennepin County (“the First Amended Easement”);
- D. The Grantor and the District now desire to amend the Conservation Easement for a second time as it relates to another single lot, legally described as *Lot 2, Block 3, School Lake Nature Preserve, Hennepin County, Minnesota*, to reflect that it has been separated into two lots, legally described as *Lot 1 and Outlot A, Block 1, School Lake Nature Preserve Third Addition, Hennepin County, Minnesota*, as approved by the Medina City Council on July 5, 2023; and
- E. On September 19, 2023, the City of Medina executed Resolution No. 2023-94 authorizing the above-referenced separation into two lots;

NOW THEREFORE, the Grantor and the District, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, consent and agree to amend the Conservation Easement as follows:

- 1. The lot previously known as *Lot 2, Block 3* shall be split into two lots, which shall be

renamed *Lot 1* and *Outlot A*, Block 1, respectively, *School Lake Nature Preserve Third Addition*, as set forth in the plat of the School Lake Nature Preserve 3rd Addition attached hereto as Exhibit A, and filed in the Office of the County Recorder, Hennepin County and in the Registrar of Titles, Hennepin County.

2. The associated Conservation Outlot previously known as *Outlot G*, *School Lake Nature Preserve*, shall be renamed *Outlot B*, *Block 1*, *School Lake Nature Preserve Third Addition*, as set forth in the plat of the School Lake Nature Preserve 3rd Addition attached hereto as Exhibit A, and filed in the Office of the County Recorder, Hennepin County and in the Registrar of Titles, Hennepin County.
3. The Amendment shall be binding on the parties and all of their successors and assigns.
4. Except as specifically set forth herein, all other terms and conditions of the Easement shall remain in full force and effect. In the event of any conflict between the terms and conditions of the Amendment and the terms and conditions of the Easement, the terms and conditions of the Amendment shall control.
5. The Amendment may be executed in counterparts, each of which shall be considered an original. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, on the basis of mutual valuable consideration, and intending to be legally bound, the Grantors and the District voluntarily execute this First Amendment to Conservation Easement.

GRANTOR
SCHOOL LAKE NATURE PRESERVE, LLC

By: _____
Wallace Marx
President, School Lake Nature Preserve
LLC

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Wallace Marx, President, School Lake Nature Preserve LLC.

Notary Public
My commission expires:

ACCEPTANCE

The Minnehaha Creek Watershed District hereby accepts the foregoing Second Amendment to Conservation Easement.

MINNEHAHA CREEK WATERSHED DISTRICT

By: _____

Title: President, Board of Managers

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

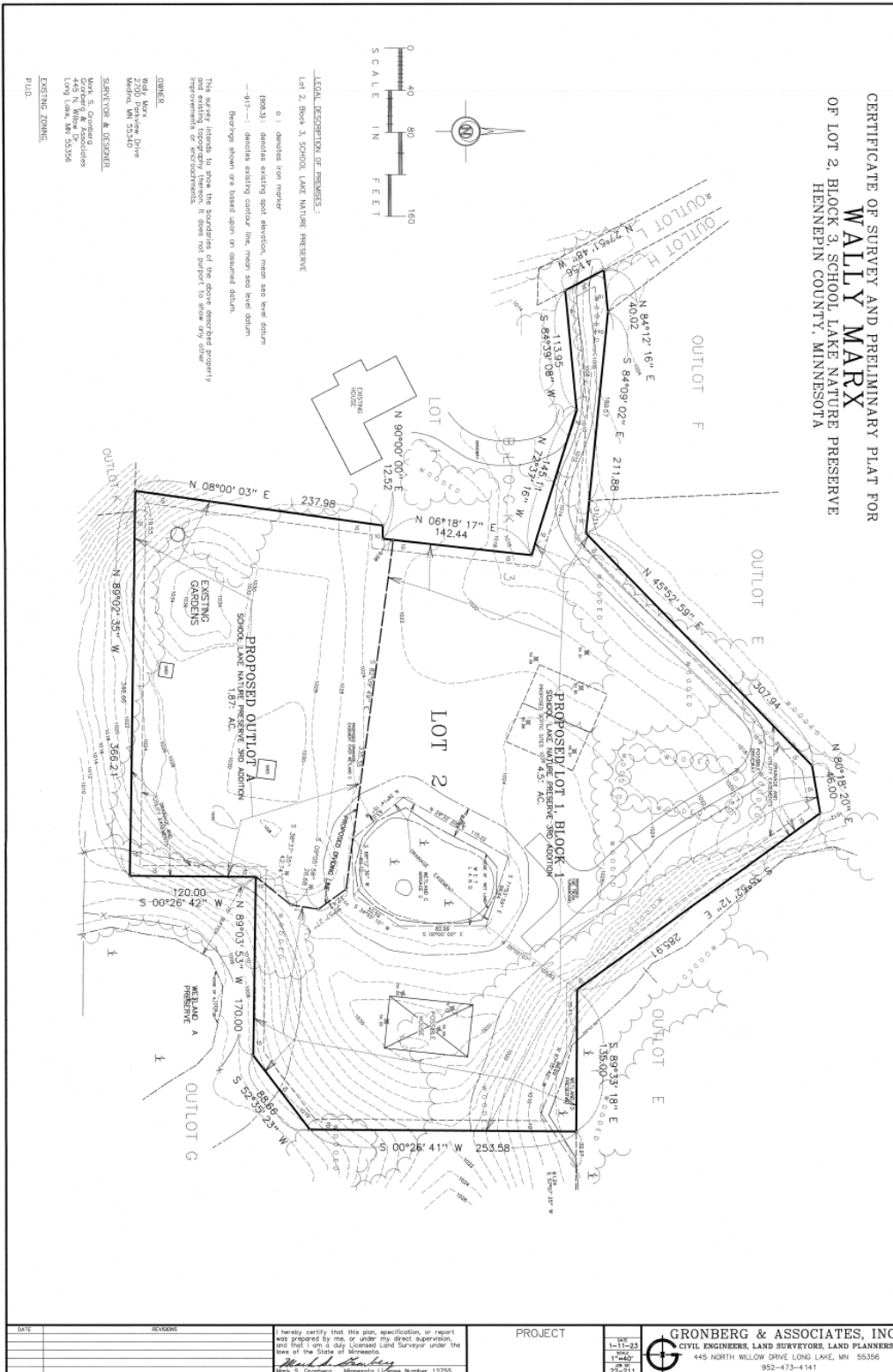
The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Sherry Davis White as President, Board of Managers, of the Minnehaha Creek Watershed District.

Notary Public
My Commission Expires:

THIS INSTRUMENT WAS DRAFTED BY:
Kent M. Williams
Williams Law Firm
1632 Homestead Trail
Long Lake, MN 55356
612-940-4452

EXHIBIT A

Amended General Plan of Development for the Replatted Property



Ordinance No. 717
 September 19, 2023



Doc No **A10670410**

Certified, filed and/or recorded on
Jun 24, 2019 11:00 AM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 122

Pkg ID 1836286C

Document Recording Fee

\$46.00

Document Total

\$46.00

FIRST AMENDMENT TO CONSERVATION EASEMENT

THIS FIRST AMENDMENT TO CONSERVATION EASEMENT (“the Amendment”) is by and between SCHOOL LAKE NATURE PRESERVE LLC, a Minnesota limited liability company (“the Grantor”) and MINNEHAHA CREEK WATERSHED DISTRICT, a governmental body created under Minnesota Statutes Chapter 103(D) (“the District”).

RECITALS:

- A. On June 26, 2018, pursuant to a Conservation Design – Planned Unit Development (“CD-PUD”) approved by the City of Medina, a political subdivision of the State of Minnesota (the “City”), Wallace and Bridget Marx, each the spouse of the other, granted to the District a Conservation Easement affecting certain property, legally described as: *Lots 1 and 2, Block 1; Lots 1 and 2, Block 2; Lots 1 and 2, Block 3, and Outlots A-K, School Lake Nature Preserve, Hennepin County, Minnesota*, all according to the plat of School Lake Nature Preserve, Hennepin County, Minnesota, and filed on July 12, 2018 in the Office of the County Recorder, Document A10571122, Hennepin County (“the Easement”); and
- B. Ownership of the property was transferred to the Grantor pursuant to a warranty deed filed on July 12, 2018 in the Office of the County Recorder, Hennepin County and in the Registrar of Titles, Hennepin County; and
- C. The Grantor and the District desire to amend the Conservation Easement as it relates to a single lot and a single outlot, legally described as *Lot 2, Block 2* and *Outlot E*, respectively, *School Lake Nature Preserve, Hennepin County, Minnesota*, as approved by the City on April 16, 2019, in Resolution No. 2019-25 Granting Final Approval of the School Lake Nature Preserve 2nd Addition Plat, and as set forth in this Amendment.

NOW THEREFORE, the Grantor and the District, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, consent and agree to amend the Conservation Easement as follows:

1. The boundaries of *Lot 2, Block 2* and *Outlot E* shall be adjusted and the two shall be renamed *Lot 1, Block 1* and *Outlot A*, respectively, *School Lake Nature Preserve Second Addition*, as set forth in the plat of the School Lake Nature Preserve 2nd Addition, attached hereto as Exhibit A, and filed in the Office of the County Recorder, Hennepin County and in the Registrar of Titles, Hennepin County, and as further set forth in the Site Plan attached hereto as Exhibit B.
2. The Amendment shall be binding on the parties and all of their successors and assigns.
3. Except as specifically set forth herein, all other terms and conditions of the Easement shall remain in full force and effect. In the event of any conflict between the terms and conditions of the Amendment and the terms and conditions of the Easement, the terms and conditions of the Amendment shall control.
4. The Amendment may be executed in counterparts, each of which shall be considered an

original. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, on the basis of mutual valuable consideration, and intending to be legally bound, the Grantors and the District voluntarily execute this First Amendment to Conservation Easement.

GRANTOR

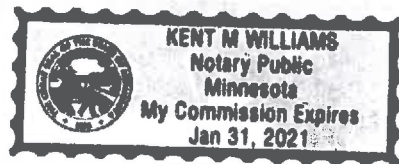
SCHOOL LAKE NATURE PRESERVE, LLC

By: Wallace Marx
Wallace Marx, President,
School Lake Nature Preserve, LLC

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

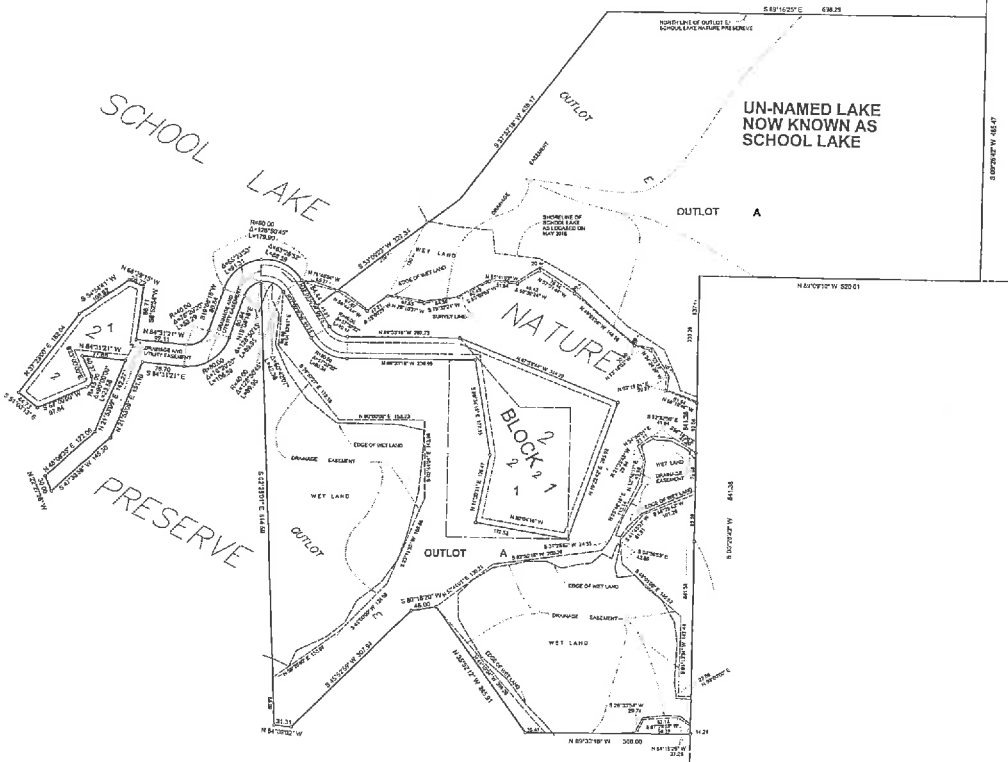
The foregoing instrument was acknowledged before me this 24th day of May, 2019, by Wallace Marx, President, School Lake Nature Preserve, LLC.


Kent Williams
Notary Public



SCHOOL LAKE NATURE PRESERVE 2ND ADDITION

C.R.DOC.NO. _____

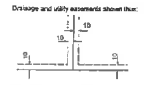





HIGHEST KNOWN WATER ELEVATION OF SCHOOL LAKE BY LANDOWNER
 BENCH MARK CO 1024411114 at W 1/4 CORNER OF SEC 16 T15S R10E - 1982.71 FT. NOV-1982
 WATER ELEVATION FROM 1-14-19 WAS 887.23 FT. NOV-1982

* 1 denotes bench mark as noted
 * 2 denotes set 1/2 inch x 1/4 inch stainless steel marker
 For purposes of this survey, the north line of OUTLOT E, SCHOOL LAKE NATURE PRESERVE has an assumed bearing of S 89°10'22" E

Drainage and utility easements shown thus:



Being 10 feet in width and adjoining to line, and being 10 feet in width and adjoining right of way line as shown on the plan.

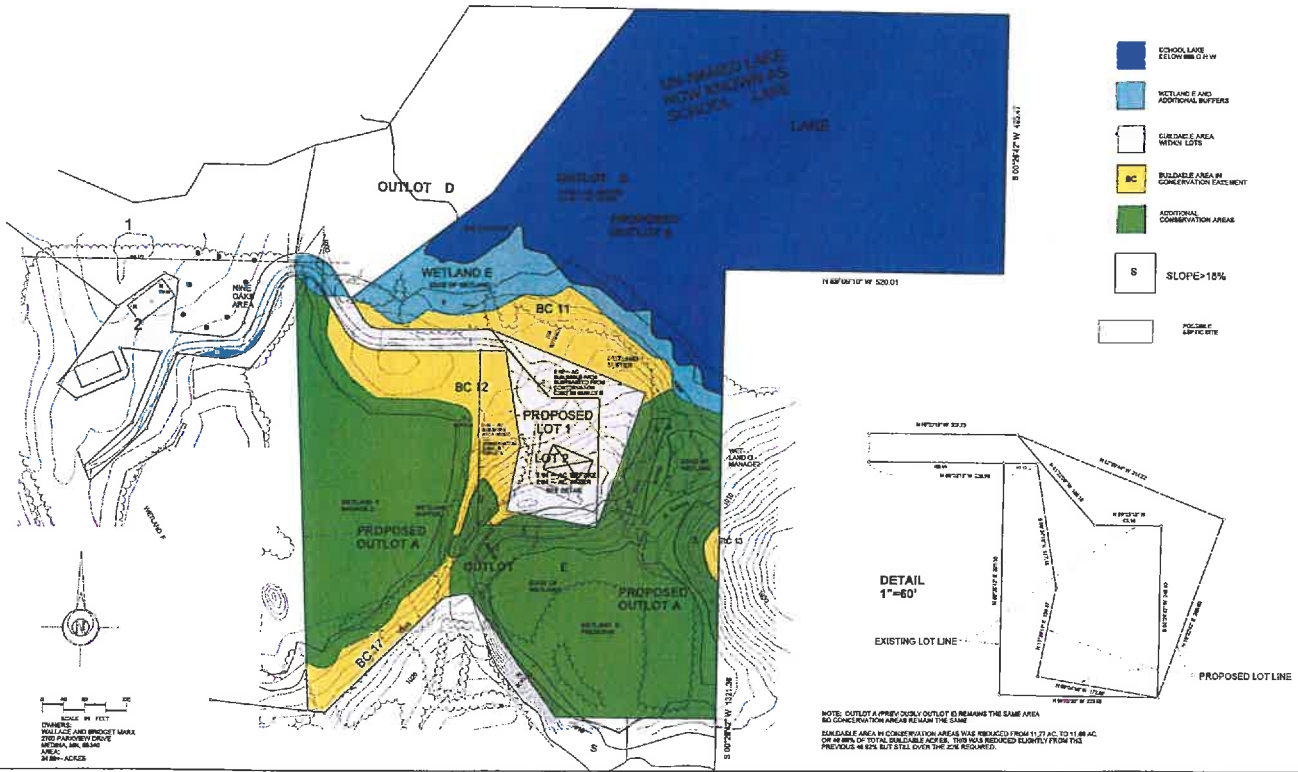


SCALE IN FEET

GRONBERG & ASSOCIATES, INC. ENGINEERS, LAND SURVEYORS, PLANNERS

SHEET 2 OF 2 SHEETS

SCHOOL LAKE PRESERVE 2ND ADDITION
 PRELIMINARY PLAT FOR
WALLY MARX
 OF LOT 2, BLOCK 2, AND OUTLOT E, SCHOOL LAKE NATURE PRESERVE
 HENNEPIN COUNTY, MINNESOTA



GRONBERG & ASSOCIATES, INC.
 ARCHITECTURAL, ENGINEERING, LAND PLANNING
 4418 W. WILLOW DRIVE, SUITE 100
 PHOENIX, MN 55125-1411 FAX: 612-435-4438

DATE	BY	REVISIONS
10/10/07	JL	ISSUE FOR PERMITTING
10/10/07	JL	ISSUE FOR PERMITTING
10/10/07	JL	ISSUE FOR PERMITTING
10/10/07	JL	ISSUE FOR PERMITTING
10/10/07	JL	ISSUE FOR PERMITTING

1506071

1830

Transfer Entered

Jul 12, 2018 2:48 PM

Hennepin County, Minnesota
Mark Chapin
County Auditor and Treasurer



Doc No **A10571122**

Certified, filed and/or recorded on
Jul 12, 2018 2:48 PM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 71

Pkg ID 1711126C

Attested Copy or Duplicate Original

\$2.00

Document Recording Fee

\$46.00

Document Total

\$48.00

COPY

CONSERVATION EASEMENT

Legal Description of Burdened Property:

Lots 1 and 2, Block 1;
Lots 1 and 2, Block 2;
Lots 1 and 2, Block 3; and
Outlots A Through I, and Outlot K

All according to the plat of School Lake Nature Preserve, Hennepin County, Minnesota.

This is a CONSERVATION EASEMENT (hereinafter "Easement") granted by Wallace and Bridget Marx, each the spouse of the other ("Grantors") pursuant to a Conservation Design – Planned Unit Development ("CD-PUD") approved by the City of Medina, a political subdivision of the State of Minnesota (the "City"), to the Minnehaha Creek Watershed District, a governmental body created under Minnesota Statutes Chapter 103D (the "District").

RECITALS:

- A. OWNER. The Grantors are the fee owners of the real property legally described above (the "Burdened Property"). The areas of the Burdened Property encumbered by this Easement are identified as Outlots A through I, and Outlot K on the Final Plat attached hereto as Exhibit A (hereinafter referred to as the "Plat") and the Site Plan attached hereto as Exhibit B (hereinafter referred to as the "Site Plan") (Outlots A through I, and Outlot K hereinafter referred to as the "Protected Property"). The terms and covenants of this Easement that bind the remaining (residential) lots within the Burdened Property are appurtenant to the conservation protections on the Protected Property hereunder and intended by this Easement to run with the land and bind those lots in perpetuity in accordance with Minnesota Statutes chapter 84C.

The term "property owner" or "owner" is used in certain terms of this Easement to indicate that the term applies only to the owner of the affected parcel, and not to all owners within the Burdened Property.

- B. PROTECTED PROPERTY. The Protected Property is approximately 29.7 acres of maple-oak-basswood woodland and restored prairie and 41.58 acres of wetlands and lakeshore along two lakes, one locally known as School Lake on the northeastern corner of the property and another locally known as Miller Lake to the south of the site. These lakes are public waters under Minnesota Statutes §103G.005. The Grantors have agreed to grant this Easement, in part, as a condition imposed by the City for approval of a Conservation Design Planned Unit Development, (hereinafter referred to as the "CD-PUD") a form of residential development (pursuant to applicable City regulations) on the Burdened Property and contiguous real property thereto (hereinafter referred to as the "Residential Community"). In its PUD approval process, the City will reference "Ordinance No. 618 Establishing a Conservation Design-Planned Unit Development District for 'School Lake

Nature Preserve', approved on October 17, 2017, and amending the Official Zoning Map" and the "School Lake Nature Preserve Final Plat" approved on February 20, 2018.

- C. MINNEHAHA CREEK WATERSHED DISTRICT. The District is a governmental body created and operated exclusively for the purposes of water resource protection, conservation and management, including the protection, conservation, and management of related lands. The District is an organization qualified to hold conservation easements under Minnesota law and Section 170(h) of the Internal Revenue Code and related regulations.
- D. CONSERVATION VALUES. The Protected Property has the following natural, scenic and open space qualities of significant importance:

Numerous natural habitat communities are present including a tamarack wetland complex, maple-basswood forest, mesic oak forest, extensive undeveloped lakeshore on School Lake, and a diverse mosaic of wetland communities. The Protected Property also provides scenic views to and from School Lake. There are several animal trails leading to and from School Lake, and habitat for numerous species of animals including white-tail deer, grey and red squirrels, groundhogs, opossums, rabbits, coyotes, foxes, minks, pheasants, wild turkeys, and migratory waterfowl such as ducks, geese, trumpeter swans, egrets, blue herons, and sandhill cranes.

One of the primary conservation values of the Protected Property is the corridor created between and among the diverse habitat features of the Protected Property and with other habitats outside of the Protected Property. The connectivity created by the Protected Property will be essential as climate change potentially alters vegetation composition and species' distributions over time. The specific plants, animals, and habitat found on the Protected Property at the time of this Easement are reflective of the conditions at that time. Should climate change or other natural factors beyond Grantors' control affect the plants, animals, or habitat on the Protected Property, it is the intention of the parties that the Protected Property will be preserved and managed to provide habitat reflective of local natural conditions as they may vary from time to time.

Collectively, these natural, scenic and open space qualities of the Protected Property constitute its "Conservation Values."

These Conservation Values have not been and are not likely to be adversely affected to any substantial extent by the continued use of the Protected Property as described above or as authorized below or by the construction of those structures and improvements that are authorized below.

- E. CONSERVATION POLICY. Preservation of the Protected Property will further those governmental policies established by the following:
 - 1. Minnesota Statutes Chapter 84C, which recognizes the importance of private conservation efforts by authorizing conservation easements for the protection of natural, scenic, or open space values of real property, assuring its availability for agriculture, forest,

recreational, or open space use, protecting natural resources, and maintaining or enhancing air or water quality.

2. The Metropolitan Surface Water Act, Minnesota Statutes Section 103B, which specifically identifies the importance of protecting the natural surface waters and groundwaters of the Metropolitan Area.

3. Minnesota Statutes Section 103D which provides for the establishment of watershed districts to conserve the natural resources of the State.

4. Minnehaha Creek Watershed District Comprehensive Water Management Plan, which includes the policies, programs, and projects implementing the Metropolitan Surface Water Act.

5. The City of Medina Comprehensive Plan, which states that the City shall "maintain its rural character in which natural infrastructure is the dominant feature while planning for new business and residential areas," "Protect natural resources and natural corridors," and "Plan neighborhoods using innovative design techniques to ensure a high quality of life for residents."

6. The City of Medina CD-PUD Ordinance, as determined by the Medina City Council on July 5, 2017.

7. The City of Medina Natural Resource Inventory in which significant portions of the Protected Property are identified as an Ecologically Significant Natural Area.

8. The City of Medina Open Space Plan which identifies the Protected Property as Priority Areas.

9. The Hennepin County Environmental Services 2008 conceptual Greenway Corridor Plan.

10. The Minnesota Department of Natural Resources Regionally Significant Terrestrial and Wetland Ecological Areas plan which identifies the Protected Property as part of a large complex identified as Regionally Significant. Along with Baker Park and areas to the immediate north, the Protected Property is one of a few large complexes of such areas in Hennepin County.

F. CONSERVATION INTENT. The parties are committed to protecting and preserving the Conservation Values of the Protected Property in perpetuity. Accordingly, it is their intent to create and implement a conservation easement that is binding in perpetuity upon the current owners and all future owners of the Protected Property and that conveys to the District the right to protect and preserve the Conservation Values of the Protected Property for the benefit of this generation and generations to come.

G. DOCUMENTATION. The current condition of the Protected Property will be described and documented in a property report, signed by Grantors and the District, titled "School Lake Nature Preserve Conservation Easement Property Report" (the "Property Report"). Grantors

and the District each acknowledge that they will consider the Property Report to accurately represent the condition of the Protected Property at the time of this conveyance, except as the Property Report explicitly may provide otherwise, and that the Property Report may be used by the parties in monitoring future uses of the Protected Property, in documenting compliance with the terms of this Easement, and in any enforcement proceeding. This paragraph does not preclude the use of other information and evidence to establish the present condition of the Protected Property in the event of a future controversy.

The Easement is accompanied by a Land Stewardship Plan ("Plan") that provides detail as to the rights and responsibilities of Grantors under the Easement. The Plan is not specifically incorporated herein except as explicitly referenced, or otherwise to be filed on the title of the Protected Property, but gives more detailed meaning to certain provisions of this Easement that reference the Plan. The parties intend that the Plan be admissible in defining the meaning of those provisions of this Easement that reference it. It will not be interpreted to authorize any use or disturbance of the Protected Property contrary to this Easement, or that is detrimental to any Conservation Value set forth herein. To the extent any provision of this Easement is found to be in conflict with the Plan, the Easement provision shall prevail. The Plan may be amended by the Grantors and District. The Plan and any amendment thereto will be signed by the Grantors and the District and dated. In conjunction with a conveyance of land rights within the Burdened Property or an assignment or transfer of this Easement, or at any other reasonable time, a party on request will sign an estoppel or other mutually-acceptable document affirming the then-current version of the Plan and amendments.

CONVEYANCE OF CONSERVATION EASEMENT:

Pursuant to the laws of the State of Minnesota and in particular Minnesota Statutes Chapter 84C and in consideration of the facts recited above and the mutual covenants contained herein and in further consideration of the sum of one dollar and other valuable consideration, the Grantors hereby convey to the District a perpetual conservation easement over the entirety of those lots identified as Outlots A through I, and Outlot K on Exhibit A, also known as the Protected Property. This Easement consists of the following rights, terms, and restrictions applicable within the Protected Property.

1. **CONSERVATION PURPOSE.** The purpose of this Easement is to preserve and protect in perpetuity the Conservation Values of the Protected Property by confining the development, management, and use of the Protected Property to activities that are consistent with the preservation of these Conservation Values, by prohibiting activities that significantly impair or interfere with these Conservation Values, and by providing for remedies in the event of any violation of this Easement.

The terms of this Easement are specifically intended to provide a significant public benefit, including but not limited to the protection of the water quality, habitat value (including terrestrial upland habitat), and ecological integrity of surface waters and wetlands, as well as associated riparian land, floodplain and supporting groundwater, both on the Protected Property and within the wider hydrologic system in which they are situated, as further described in the District's watershed management plan as it may be amended, along with the facilitation of public use of designated walking trails consistent with the protection of the Conservation Values.

2. **ACTIVITY RESTRICTIONS ON PROTECTED PROPERTY:** In furtherance of the intent of this Conservation Easement, the terms of this Section 2 apply to the Grantors and all persons acting under Grantors' authority or control.
- 2.1. Industrial and Commercial Activity. No industrial or commercial use of the Protected Property is allowed.
- 2.2. Right of Way. No right of way for surface travel shall be granted across the Protected Property except the right-of-way(s) shown as Outlots I, J, and L on the Plat (Exhibit A) and the Site Plan (Exhibit B), and right-of-way for trails pursuant to paragraph 2.10, below. Grantors may disturb the Protected Property adjacent to platted right-of-way to the extent necessary to pave and otherwise improve and maintain the right-of-way, and will restore soils and vegetation when work is completed.
- 2.3. Mining. No mining, drilling, exploring for or removing of any minerals from the Protected Property is allowed.
- 2.4. Subdivision. A lot of record as identified in Exhibit A may be subdivided only with a written amendment to the Easement to preserve the effectiveness of the assessment mechanism referenced in Section 5 of this Easement. This section does not prevent or otherwise inhibit a property owner's voluntary transfer of fee interest in any portion of the Protected Property to a government entity for conservation purposes.
- 2.5. Water. No activity shall be conducted on the Protected Property that would pollute, alter, deplete, or extract surface water or groundwater; cause erosion; or be detrimental to water quality, except as follows:
- a. Activities approved in writing by the District that restore or enhance wildlife habitat or native biological communities or that improve or enhance the function and quality of existing wetlands and surface waters on and off of the property.
 - b. Activities undertaken in the exercise of rights explicitly granted under this Section 2 that might cause erosion or impact water quality on a temporary basis, provided that all reasonable erosion and sediment control measures are undertaken to limit the impacts of those activities. All activities permitted hereunder remain subject to the permitting requirements of the District and other governmental bodies.
 - c. Activities expressly permitted in Paragraph 2.9 below.
- 2.6. Dumping. No trash, waste vegetation, compostable or non-compostable garbage, hazardous or toxic substances or unsightly material may be dumped or placed on the Protected Property.

- 2.7. Storage Tanks. There shall be no placement of storage tanks on, in, or under the Protected Property.
- 2.8. Agricultural Use. No agricultural use or cultivation is allowed within the Protected Property, except as permitted under subsection 2.13, below.
- 2.9. Utilities. No utility structure, system, or facility may be installed or extended across, under or above the Protected Property. This includes, without limitation, any structure, system, or facility to provide power, fuel, water, waste disposal, communication or data. Notwithstanding this provision: (a) stormwater management facilities may be located within the Protected Property; and (b) a utility structure, system or facility may be installed or extended to provide service to one or more residential lots within the Burdened Property. In each case, Grantors will select alignment and installation method to reasonably minimize disturbance, and will restore soils and vegetation after disturbance. Grantors may dedicate or convey one or more utility easements across the Protected Property for utilities permitted under this subsection 2.9. This Easement will be subordinated to each such easement, provided it states that disturbance will be reasonably minimized, and that soils and vegetation will be restored, in accordance with this subsection.
- 2.10. Roads and Trails. No road or trail, paved or unpaved, may be established or constructed on the Protected Property except for horse and pedestrian trails of grass, woodchip or paved surface, no more than eight feet in width average and 10 feet maximum, on the alignments indicated on Exhibit C, attached hereto and incorporated herein. Grantors may convey one or more easements to the City to construct and maintain public trail on alignments indicated on Exhibit C, provided each such easement states, as to construction-phase disturbance outside of the trail width, that: (a) disturbance will be minimized; (b) and the City will restore disturbed soils and vegetation in a manner satisfactory to the District.
- 2.11. Fences. Any fencing installed within the Protected Property will follow technical guidelines and best practice so that it does not materially restrict wildlife movement, and will not impede the exercise of any right of Grantors or the District under this Easement. Notwithstanding this limitation, existing fencing as identified within the Property Report may be maintained as described in the Plan.
- 2.12. Structures and Improvements. No temporary or permanent building, structure, or other improvement of any kind may be placed or constructed on the Protected Property. Notwithstanding the immediately foregoing, incidental placement of temporary structures on the Protected Property associated with permitted use of that part of the Burdened Property not subject to the Easement (e.g. weddings in the formal gardens) is permitted, provided that there is no land alteration or damage to vegetation. Grantors will restore soils and vegetation if disturbed. Further notwithstanding the foregoing, signage for ordinary residential or trail purposes may be placed and maintained within the Protected Property.

- 2.13. Vegetation Management. Vegetation may be altered within the Protected Property only to maintain, restore or enhance habitat for wildlife and native biological communities; for lake view and lake access in accordance with the Land Stewardship Plan; to prevent or control noxious weeds, invasive vegetation, or disease; or to improve the water quality of the site or stabilize areas of potential erosion. Any such activity must be authorized by the Plan or pursuant to written District approval, not to be unreasonably withheld. Notwithstanding, in an emergency situation, action may be taken as necessary to prevent or abate fire or any other condition causing or threatening injury or substantial property damage. Notwithstanding the foregoing, aquatic plant management subject to an individual or a general Minnesota Department of Natural Resources (MnDNR) permit does not require District approval. This Easement will be subordinated to any separately recorded instrument signed by the District that allows for land or vegetation disturbance consistent with the criteria of paragraph 6.7(d), including without limitation the Wetland Buffer Easement Agreement dated JUNE 5TH, 2018 between Grantor, the District, and the City.
- 2.14. Topography and Surface Alteration. No alteration or change in the topography or surface of the Protected Property is allowed except as explicitly permitted elsewhere under this section 2. This includes no ditching, draining, diking, filling, excavation, dredging, mining, drilling or removal of soil, sand, gravel, rock, minerals, or other materials. Notwithstanding, with the District's written approval, surface disturbance including excavation and fill may occur for the purpose of restoring previously disturbed areas on the Protected Property.
- 2.15. Vehicles. No motorized vehicle may be operated within the Protected Property except as reasonably required for uses authorized by this Easement or the Plan including City installation and maintenance of trails pursuant to subsection 2.10.
- 2.16. Chemicals. Except as authorized pursuant to subsection 2.13, above, or as otherwise authorized in writing by the District, within the Protected Property there shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, and no use of devices commonly known as "bug-zappers."
- 2.17. County Road Right of Way. Grantors are not responsible for actions taken or rights exercised by Hennepin County pursuant to any preexisting ROW easement.
3. **RESERVED RIGHTS.** The Grantors retain all rights associated with ownership and use of the Protected Property that are not expressly restricted or prohibited by this Easement. However, the Grantors may not exercise these rights in a manner that would adversely impact the Conservation Values of the Protected Property. The Grantors must give notice to the District before exercising any reserved right that might have an adverse impact on the Conservation Values associated with the Protected Property.
- 3.1. Right to Convey. Subject to Section 5, The Grantors may sell, give, lease, bequeath, devise, mortgage or otherwise encumber or convey the Protected Property. Grantors must give written notice to the District of any conveyance of

fee title of a residential property within the Burdened Property, or of any conveyance of fee title or lease of any part of the Protected Property, in accordance with subsection 6.7 of this Easement.

- a. The Grantors will reference this Easement in any deed or other document by which the Grantors convey title to, or a leasehold interest in, all or a portion of the Burdened Property.
- b. The Grantors will notify the District of any conveyance or lease, as required above, within fifteen (15) days after closing and will provide the District with the name and address of the new owner or lessee and, if transferring title, a copy of the deed.
- c. The enforceability or validity of this Easement will not be impaired or limited by any failure of the Grantors to comply with this subsection.

4. DISTRICT'S RIGHTS AND REMEDIES. In order to accomplish the purposes of this Easement, the District has the following rights and remedies. The District may not, however, exercise these rights in a manner that would adversely impact the Conservation Values of the Protected Property.

4.1. Preserve and Protect Conservation Values. The right to preserve and protect the Conservation Values of the Protected Property through the rights and remedies set forth below.

4.2. Right to Enter. The District, its agents and authorized representatives may enter the Protected Property at reasonable times and in a reasonable manner for the purpose of, and may engage in, the following activities:

- a. To inspect the Protected Property, monitor compliance with the terms of this Easement, and enforce the terms of this Easement as set forth herein. The District shall not unreasonably interfere with the legal and appropriate use and quiet enjoyment of the Protected Property by the Grantors, trail users, or any permitted invitees of those persons, so long as such use is in a manner consistent with this Conservation Easement.
- b. To survey or otherwise mark the boundaries of all or part of the Protected Property. Any survey or boundary demarcation completed under this provision will be at the District's expense.
- c. To make scientific and educational observations and studies and take samples within the Protected Property, in such a manner as will not disturb the quiet enjoyment of the Protected Property.
- d. The right, but not the obligation, to manage the Protected Property subject to applicable laws and regulations. Said management may consist of, but not be limited to: vegetative maintenance and management; hydrologic or soils modifications; land alteration and stabilization; installation of improvements

for water quality and flood management purposes as the District reasonably determines to be consistent with the Conservation Values of the Protected Property and the Plan and in accordance with all reasonable measures to minimize the impact of any temporary disturbance to the waterbodies on or adjacent to the site and adjacent wetland; fencing or other measures to protect the Conservation Values against intentional or unintentional impact; and the installation and maintenance of boundary markers and informational signage.

- e. All actions hereunder except for vegetative management, slope stabilization and the installation of standard boundary survey markers are subject to written property owner concurrence, not to be unreasonably withheld. The written concurrence will document any agreement of Grantors and the District that the District will assume maintenance responsibility for the improvement. Boundary markers on boundary lines adjacent to a residential lot shall be low-profile and unobtrusive, while still establishing a durable, visible record of the boundary line.
- f. District entry will not interfere unreasonably with Grantors' permitted uses of the Burdened Property. District will provide advance notice to the property owner prior to entering the Burdened Property, except where immediate entry is necessary or desirable to prevent, terminate, or mitigate damage to the Conservation Values; necessary to prevent, terminate or mitigate an apparent violation of the terms of this Conservation Easement; or otherwise authorized by law.
- g. To further the purposes as set out in this Section 4, Grantors hereby grant to the District a perpetual non-exclusive easement for the purpose of access to the Protected Property by reasonable motorized and non-motorized means, on, over, and across all trails, public and private roads, rights of way, and platted drainage and utility easements within the Burdened Property. The District will repair any damage to the Burdened Property from its use.

4.3 No Grant of Public Right. Nothing in this Easement shall be construed as: (i) a public dedication; or (ii) a grant of right to persons other than the District, its agents, authorized representatives and contractors to enter or use the Easement as provided in this Easement. Nothing in this Easement constitutes a general right of public entry onto or across the Easement. Notwithstanding the foregoing, the City may allow for public trail use in accordance with paragraph 2.10, above.

4.4. Right of Enforcement. If the District finds at any time that a property owner has breached the terms of this Easement, the District, itself or in conjunction with the City, will notify the owner of the alleged breach and direct the owner to take action to cure the breach. If such action is not taken within a reasonable time, the District will give written notice detailing the breach to the owner and demand action to cure the breach including, without limitation, restoration of the Protected Property as required in this Easement. Notwithstanding anything to the contrary, a property owner is not liable for damages to the District for acts of trespassers except as paragraph 4.4(g) provides. The District may prevent or

remedy a violation of this Easement through judicial action brought against the responsible party in any court of competent jurisdiction. The City is granted a third-party right of enforcement as described in Minnesota Statutes chapter 84C.

- a. Notice. At least thirty (30) days before initiating judicial action against the owner of the Protected Property, the District will advise the owner in writing of the apparent violation or threatened violation and allow a reasonable opportunity to confer and resolve the matter, unless the District determines that immediate judicial action is needed to prevent or mitigate damage to the Protected Property.
- b. Enforcement Costs. The property owner is responsible for reasonable costs that the District incurs, exclusive of periodic monitoring costs, to investigate and resolve Easement violations. This includes reasonable costs of technical and legal assistance. The owner will not contest the legal authority of the City to assess the District's reasonable and verifiable enforcement costs incurred in accordance with the procedures of this Subsection 4.4 against the owner's residential lot within the Burdened Property, or to assess reasonable and verifiable maintenance and restoration costs against residential lots within the Burdened Property as stipulated in the Plan, each in the same manner as assessable City costs. The owner will not bear enforcement costs judicially determined to have been unreasonable or incurred without a good faith District judgment that there was an actual or imminent violation. The Grantors acknowledge the benefit to the Burdened and other property within the Subdivision and hereby consent to said City assessment and waive the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.
- c. Attorney's Fees. Notwithstanding paragraph 4.4(b), the prevailing party in a judicial action under this Easement shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred by the prevailing party after filing of the action. The parties waive their right to a jury trial on the issues of which is the prevailing party and the reasonable amount of attorneys' fees and costs to be awarded to the prevailing party. Those issues will be decided by the trial judge upon motion by one or both parties, such motion to be decided based on the record as of the end of trial augmented only by testimony and/or affidavits from the attorneys and others working on their behalf. The parties agree that, subject to the trial judge's discretion, the intent of this clause is to have all issues related to the award of attorneys' fees and costs decided by the trial judge as quickly as practicable.
- d. Remedies. Remedies available to the District include but are not limited to temporary and permanent injunctive relief, restoration of the Protected Property to its condition at the time of this conveyance or as otherwise necessitated by a violation of the Easement, specific performance, declaratory relief and recovery of damages. These remedies are cumulative and are available without requiring the District to prove actual impact to the Conservation Values protected by this Easement. The parties also recognize

that restoration may be the only adequate remedy for certain violations of this Easement. The District may seek expedited relief, ex parte if necessary, and need not post a bond applicable to a petition for such relief.

- e. Discretionary Enforcement. Enforcement of the terms of this Easement is solely at the District's discretion. The District does not, by any delay or prior failure of the District to discover a violation or initiate enforcement proceedings, waive or forfeit any enforcement right.
- f. Acts Beyond Owner's Control: Natural Events. Nothing in this Easement entitles the District to take or bring any action against a property owner for any change to the Protected Property resulting from natural events or natural causes beyond the owner's control, including, without limitation, fire, flood of a return frequency greater than 100 years, storm, infestations, natural deterioration, earth movement or climate change, or from any prudent action taken by the owner under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such natural event or cause. Nor does this Easement entitle the District to take or bring any action against a property owner for any change to the Protected Property resulting from the acts of any animal beyond the property's owner's possession, custody or control. The owner will notify the District of any such event and the action taken in response to it, if any. If such an event alters the Protected Property, the owner and District will work together to identify restoration or rehabilitation activities and develop a restoration plan.

This paragraph 4.4(f) does not apply to actions that the owner is required to take in response to natural events as set forth in the Plan.

- g. Acts Beyond Owner's Control: Third Parties. Under no circumstances shall a property owner's liability exceed that imposed by Minn. Stat. Sec. §604A.23. A property owner shall not be liable for injury to person or property to or on the Protected Property caused by the acts of a third party other than the property owner's agents, employees, lessees, invitees, family members, or contractors, provided the owner has not participated in, acquiesced in, or otherwise consented to such acts of such third parties.

A property owner shall also not be liable for any change to the Protected Property, to the extent caused by an action of the owner, or of a party acting under the owner's authority, taken reasonably and in good faith under emergency conditions to prevent or mitigate substantial damage from such a third party cause.

The owner will promptly notify the District and the City of any such occurrence and cooperate fully in reporting, investigating and taking any action against the responsible parties. In the event that such third party acts interfere with the Conservation Purpose and Conservation Values of this Easement, the owner and the District will work together to identify restoration or rehabilitation activities and develop a restoration plan.

Nothing in this Easement shall cause a property owner or the District to assume a duty of care with respect to, or responsibility for acts of, third party members of the public on the Protected Property in conjunction with use of a public trail maintained by the City pursuant to paragraph 2.10, above.

5. **RESTRICTIONS ON CONVEYANCE OF PROTECTED PROPERTY.** The means by which owners of residential property are held responsible for maintenance and enforcement costs related to the Protected Property, as provided in the Easement and Plan, requires that each platted outlot within the Protected Property be owned by an owner of residential property within the Burdened Property. Accordingly, the fee interest in an outlet within the Protected Property may not be conveyed to a party who is not also the owner of a residential lot within the Burdened Property. The parties consider this restriction on outlet sale as essential to this Easement and a part of the mutual consideration for it. Notwithstanding, the fee interest in an outlet may be conveyed to a government entity for conservation purposes.

6. **GENERAL PROVISIONS.**

6.1. **Assignment.** This Easement, and any rights or responsibilities hereunder, may be assigned exclusively or transferred by the District by written instrument, but only to a public body or conservation organization that is a qualified organization under Section 170(h) of the Internal Revenue Code and related regulations and that is authorized to hold conservation easements under Minnesota law. Any future holder of this Easement shall have all of the rights conveyed to the District by this Easement. As a condition of any assignment or transfer, the District shall require any future holder of this Easement to continue to carry out the Conservation Purposes of this Easement in perpetuity.

The District shall provide thirty (30) days written notice to the property owners within the Burdened Property and the City before any such transfer or assignment shall be effective. Any assignment or transfer under this provision is subject to approval by the City.

6.2. **Amendment.** This Easement may be modified or amended. However, no amendment or modification will be allowed if, in the sole and exclusive judgment of the District, it: (i) does not further the purposes of this Easement, (ii) will adversely impact the Conservation Values protected by this Easement, (iii) affects the perpetual duration of the Easement, or (iv) affects the validity of the Easement under Minnesota law or under Section 170(h) of the Internal Revenue Code.

Any amendment or modification must be in writing, signed by all parties, and recorded in the same manner as this Easement.

6.3. **Extinguishment.** This Easement may be extinguished without consent of the District only through judicial proceedings and only: (i) to the extent that one or more unexpected change(s) in the conditions of or surrounding the Protected Property makes the continued use of the Protected Property for the conservation

purposes set out above impossible or impractical; or (ii) pursuant to the proper exercise of the power of eminent domain.

The Grantors recognize that uses of the Protected Property prohibited by this Easement may, in the future, become more economically viable than those uses permitted by the Easement. The Grantors also recognize that in the future, neighboring properties may be put entirely to uses not permitted on the Protected Property by this Easement. The Grantors and the District agree that such changes in use may increase the public benefit provided by this Easement and, in any event, will not qualify as "unexpected changes" to justify the extinguishment of this Easement as otherwise set forth above.

- 6.4. Real Estate Taxes. The Grantors shall pay all real estate taxes and assessments levied against the Protected Property. At its discretion, the District may pay any outstanding tax or assessment and shall then be entitled to reimbursement from the Grantors.
- 6.5. Ownership Costs and Liabilities. Except as explicitly assumed by the District in this Easement as otherwise set forth herein, or as Grantors and the District may agree under paragraph 4.2(e), the Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of such comprehensive general liability insurance coverage as the Grantors deem adequate. The Grantors agree to release, hold harmless, defend and indemnify the District from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the District may suffer or incur, to the extent they result from the activities of Grantors on the Protected Property. The District agrees to release, hold harmless, defend and indemnify the Grantors from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the Grantors may suffer or incur, to the extent they result from the activities of the District on the Protected Property.

The District shall keep the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by it. The property owner will transmit a copy of a lien statement of claim to the District within one week of receipt from the lien claimant. The property owner hereby assigns the District, non-exclusively, all rights that it possesses to apply for and obtain a release of lien. With due notice to the property owner, the District may apply and make payment for a release of lien, and may have the City assess the payment, as well as reasonable attorney fees and costs, against the owner's residential property.

Nothing in this paragraph or this Easement creates any right in any third party or diminishes any immunity, defense or liability limitation of the Grantors, the City, or the District as against any third party. Neither party by entering into this Easement assumes responsibility nor liability arising from the maintenance or use of City trails on the Protected Property pursuant to paragraph 2.10, above. In any matter involving both the District and the City, the total liability of the District and the

City on a claim against it or them arising out of a single occurrence shall not exceed the limits set forth in Minnesota Statutes Section 466.04, subd. 1.

6.6 The Grantors agree to release, hold harmless, defend and indemnify the District from any and all liabilities, loss, claim, damage or expense (including reasonable attorney fees, costs and disbursements) that the District may incur arising out of any waste or contaminant, or other pre-existing environmental condition, on the Protected Property as of the date of this Easement. The terms "waste" and "contaminant" are to be understood in their broad common meaning and not as defined by any specific statute.

6.7. Notice and Approval. Any notice or request for approval required by this Easement must be written and is subject to the following:

a. Delivery. Any required notice or request for approval must be delivered or sent by first class mail or other nationally recognized delivery service, or transmitted by electronic mail with confirmation from an authorized representative of the recipient, to the appropriate party at the following addresses (or other address specified in writing):

To the Grantors:

at the address (es) on file with
Hennepin County
tax assessor.

To the District:

at the address of their principal
place of business as on file
with the
Minnesota
Secretary of State.

b. Timing. Unless the parties agree otherwise in writing, any notice or request under this Paragraph shall be deemed accepted unless the receiving party objects in writing within thirty (30) days after receipt of same, provided that In the event the party who receives notice does not respond within 30 days of the documented day of delivery, the proposed activity shall be deemed approved by that party so long as the request states prominently in a top heading "Response Required Within 30 Days" and the activity is not inconsistent with the Conservation Purpose of the Conservation Easement and is not otherwise prohibited by the Conservation Easement. The District will communicate a final decision within 60 days of a request.

c. Content. The notice or request for approval must include sufficient information to allow the recipient to make an informed decision on whether any proposed activity is consistent with the terms and purposes of this Easement.

d. District Approval. The District may consent to any activity under this Easement only if it reasonably determines that the activity (1) will not violate the purpose of this Conservation Easement and (2) will either enhance or not impair any significant Conservation Values associated with the Protected Property. The District may condition its approval on the Grantors' acceptance of

modifications that, in the District's reasonable judgment, would allow the proposed activity to meet these criteria.

- 6.8. Binding Effect. This Easement will run with and burden the Protected Property in perpetuity. The terms of this Easement are binding and enforceable against the Grantors, their heirs, lessees, agents, personal representatives, successors and assigns, and all other parties entitled to possess or use the Protected Property.

This Easement creates a property right immediately vested in the District that cannot be terminated or extinguished except as set out herein.

- 6.9. Merger. The terms of this Easement shall survive any merger of the fee and easement interest in the Protected Property.
- 6.10. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon the transfer or termination of that party's interest in this Easement or the Protected Property, provided, however, that any liability for acts or omissions occurring prior to the transfer or termination will survive that transfer or termination.
- 6.11. Recording. The District will record or register this Easement in a timely manner in the official records for Hennepin County. The District may re-record or re-register this Easement or any other document necessary to protect its rights under this Easement or to assure the perpetual enforceability of this Easement. The Grantors will cooperate as necessary to accomplish and effect acts of recordation.
- 6.12. Controlling Law and Construction. This Easement shall be governed by the laws of the State of Minnesota and construed to resolve any ambiguities or questions of validity of specific provisions in favor of giving maximum effect to its conservation purposes and to the policies and purposes of Minnesota Statutes Chapter 84C.
- 6.13. Permits and Applicable Laws. The Grantors and the District acknowledge that the exercise of any reserved right herein or other use of the Protected Property is not by this Easement relieved from complying with or obtaining any permit from any applicable governmental authority, including the District, prior to the exercise thereof.
- 6.14. Severability. A determination that any provision or specific application of this Easement is invalid shall not affect the validity of the remaining provisions or any future application.
- 6.15. Captions and Recitals. The captions herein have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation. The Recitals are incorporated into this Easement and a part hereof.
- 6.16. Additional Documents. The Grantors agree to execute or provide any additional documents reasonably needed by the District to carry out in perpetuity the

provisions and intent of this Easement, including, but not limited to any documents needed to correct any legal description or title matter or to comply with any federal, state, or local law, rule or regulation.

6.17. Entire Agreement. This document states the entire agreement of the parties with respect to this Easement and supersedes all prior discussions or understandings.

IN WITNESS WHEREOF, on the basis of mutual valuable consideration, and intending to be legally bound, the Grantors and the District voluntarily execute this Conservation Easement on the 26th day of June, 2018.

GRANTORS

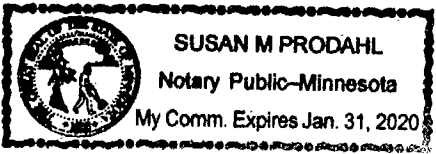
By: Wallace Marx
Wallace Marx

And: Bridget Marx
Bridget Marx

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 26th day of June, 2018, by Wallace Marx and Bridget Marx, each the spouse of the other.

Susan M. Prodahl
Notary Public



Please Return to:
Kennedy and Graven
Box 198

DRAFTED BY
KENT WILLIAMS

ACCEPTANCE

The Minnehaha Creek Watershed District hereby accepts the foregoing Conservation Easement this 28th day of June, 2018.

MINNEHAHA CREEK WATERSHED DISTRICT

By: Sherry Davis White

Title: President, Board of Managers

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 28th day of JUNE, 2018, by Sherry Davis White as President, Board of Managers, of the Minnehaha Creek Watershed District.

Michael D Hayman II
Notary Public
My Commission Expires: 1/31/2023

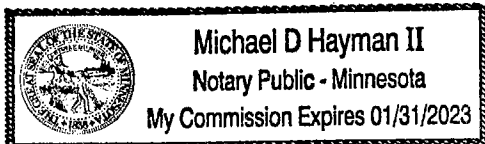


EXHIBIT 1 - FINAL PLAT WITH TRAILHEAD
SCHOOL LAKE NATURE PRESERVE
RIDGE
POINTE

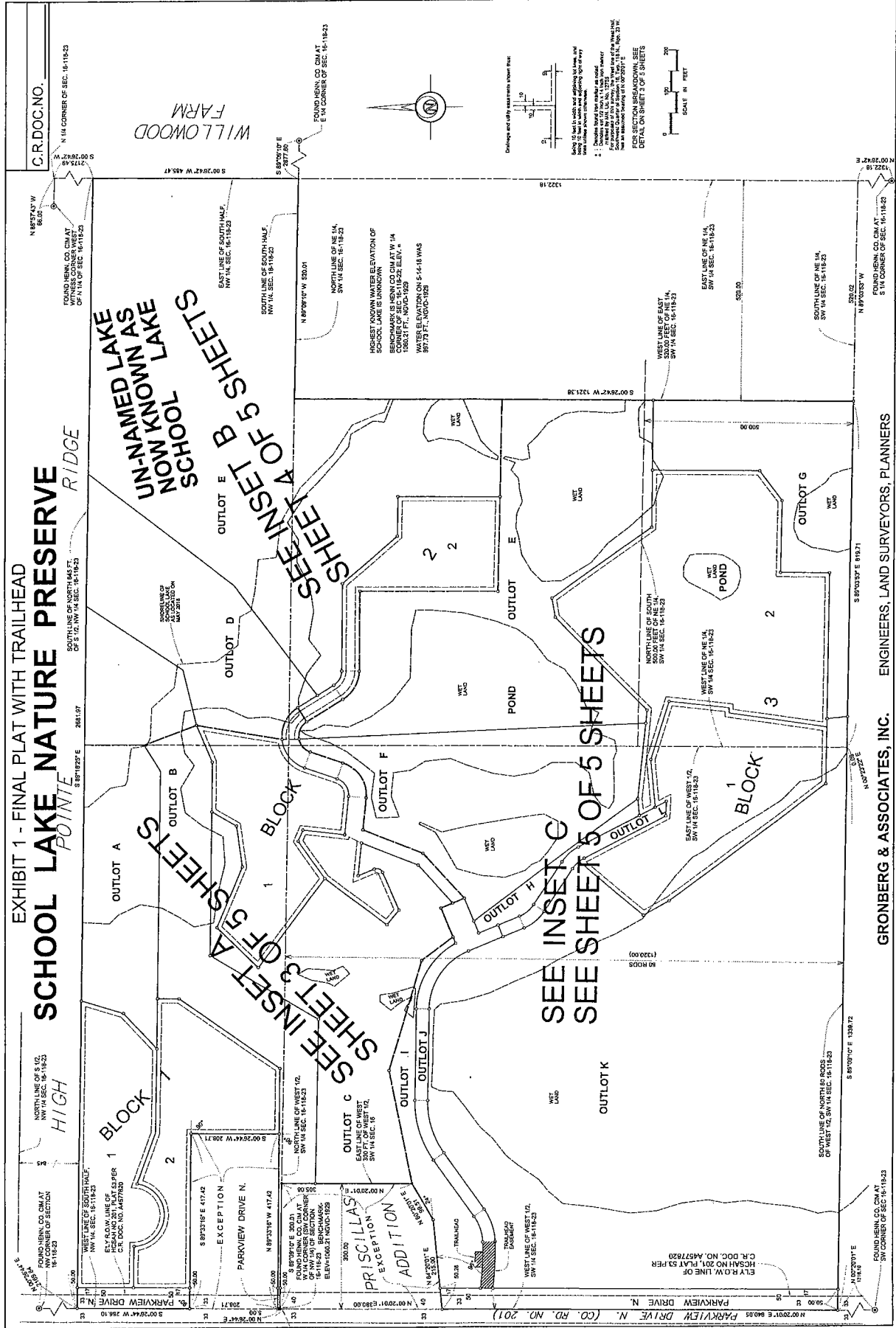
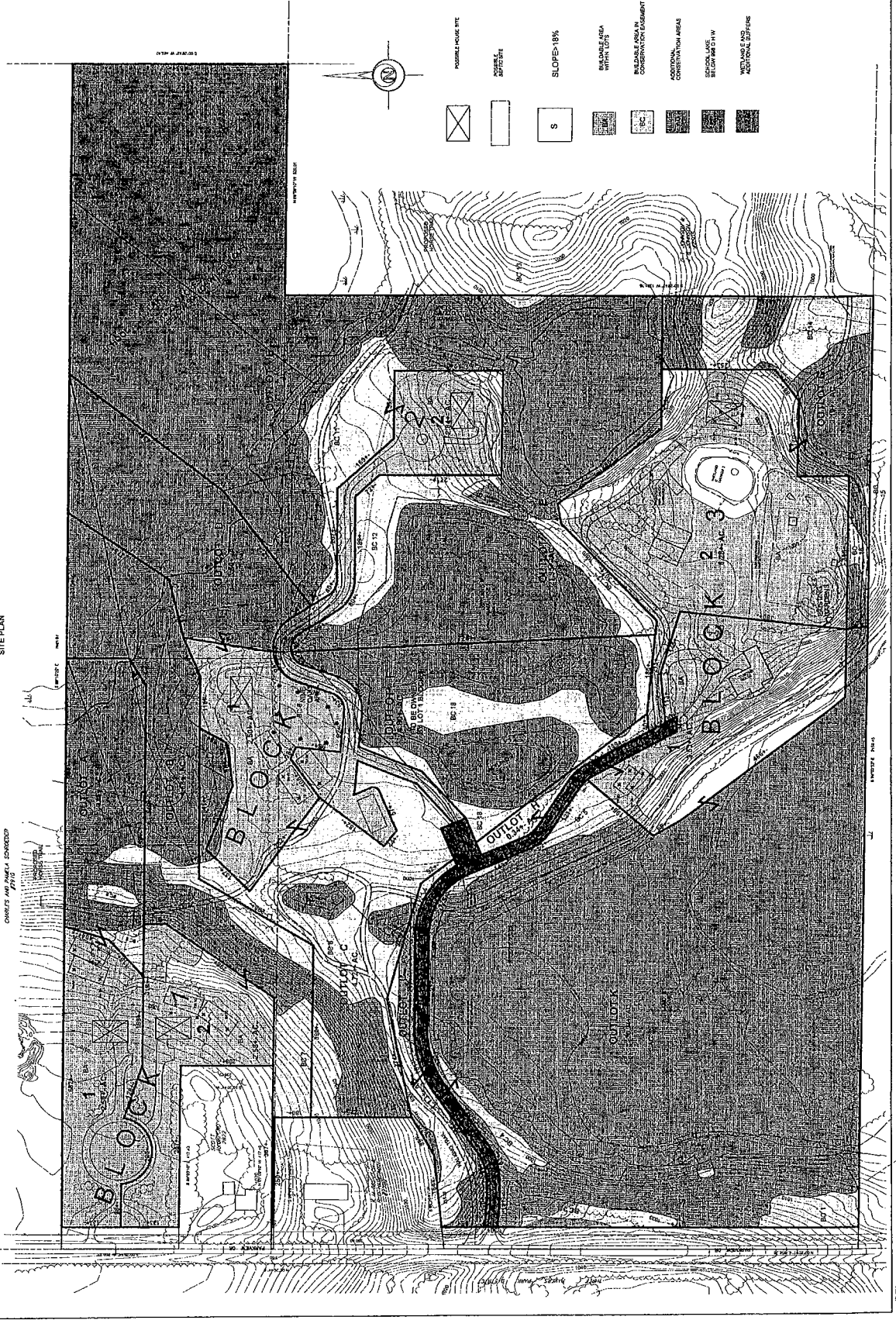


EXHIBIT B - SITE PLAN

SCHOOL LAKE NATURE PRESERVE
SITE PLAN



GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4055



DATE: 2014.07.14
SCALE: 1"=50'
PROJECT: SCHOOL LAKE NATURE PRESERVE

DESIGNED BY: M. J. Gronberg
CHECKED BY: M. J. Gronberg
DATE: 2014.07.14

PROJECT: SCHOOL LAKE NATURE PRESERVE
SHEET: 1 OF 1

PROJECT: SCHOOL LAKE NATURE PRESERVE
SHEET: 1 OF 1

PROJECT: SCHOOL LAKE NATURE PRESERVE
SHEET: 1 OF 1

PROJECT: SCHOOL LAKE NATURE PRESERVE
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PROJECT: SCHOOL LAKE NATURE PRESERVE
SHEET: 1 OF 1

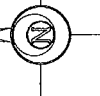
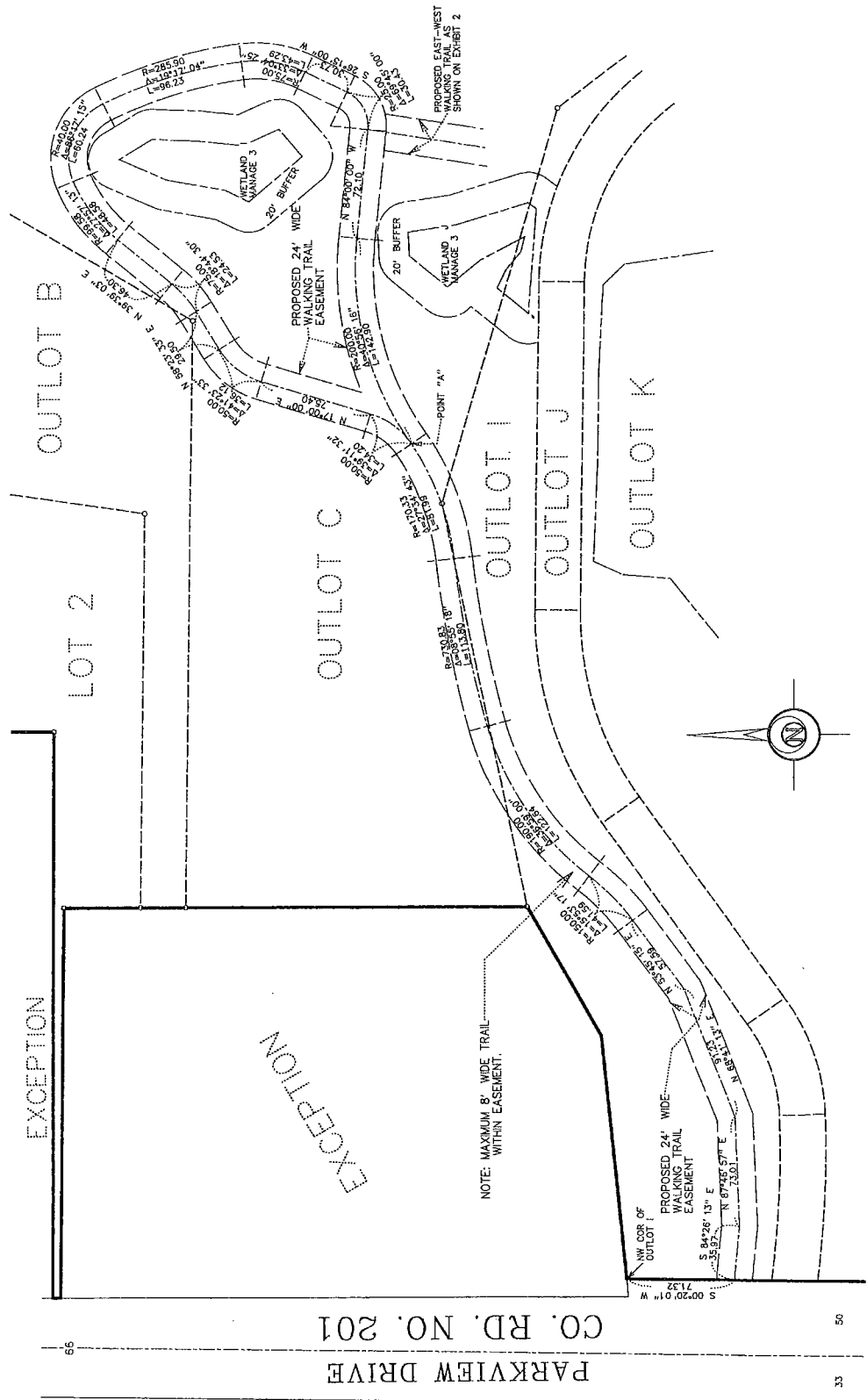
PROJECT: SCHOOL LAKE NATURE PRESERVE
SHEET: 1 OF 1

PROJECT: SCHOOL LAKE NATURE PRESERVE
SHEET: 1 OF 1

PROJECT: SCHOOL LAKE NATURE PRESERVE
SHEET: 1 OF 1

PROJECT: SCHOOL LAKE NATURE PRESERVE
SHEET: 1 OF 1

EXHIBIT C TRAIL ALIGNMENTS FOR
WALLY MARX
 IN OUTLOTS B, C & I, SCHOOL LAKE NATURE PRESERVE
 HENNEPIN COUNTY, MINNESOTA



DATE: 12-15-17
 SCALE: 1"=50'
 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 Land Surveyor under the laws of the State of Minnesota.
 17-238
 17-238
 Mark S. Gronberg Minnesota License Number 12755

GRONBERG & ASSOCIATES, INC.
 CONSULTING ENGINEERS, LAND SURVEYORS, & SITE PLANNERS
 445 NORTH WILLOW DRIVE, LONG LAKE, MN. 55356
 952-473-4141



DATE	DESCRIPTION
2-5-18	REVISED FOR EXTRA PARKVIEW DRIVE 502
5-4-18	EXHIBIT C, TRAIL ALIGNMENTS

EXHIBIT C TRAIL ALIGNMENTS
WALLY MARX
 IN OUTLOTS C, G, J, I & K, AND IN LOTS 1 & 2, BLOCK 3, SCHOOL LAKE NATURE PRESERVE
 HENNEPIN COUNTY, MINNESOTA

GRONBERG & ASSOCIATES, INC.
 CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
 445 NORTH WILLOW DRIVE LONG LAKE, MN 55356
 952-473-4141

PROJECT

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 Land Surveyor under the laws of the State of Minnesota.
 My License Number is 12755
 My License Expires 12-31-17
 My License Number is 12755
 My License Expires 12-31-17

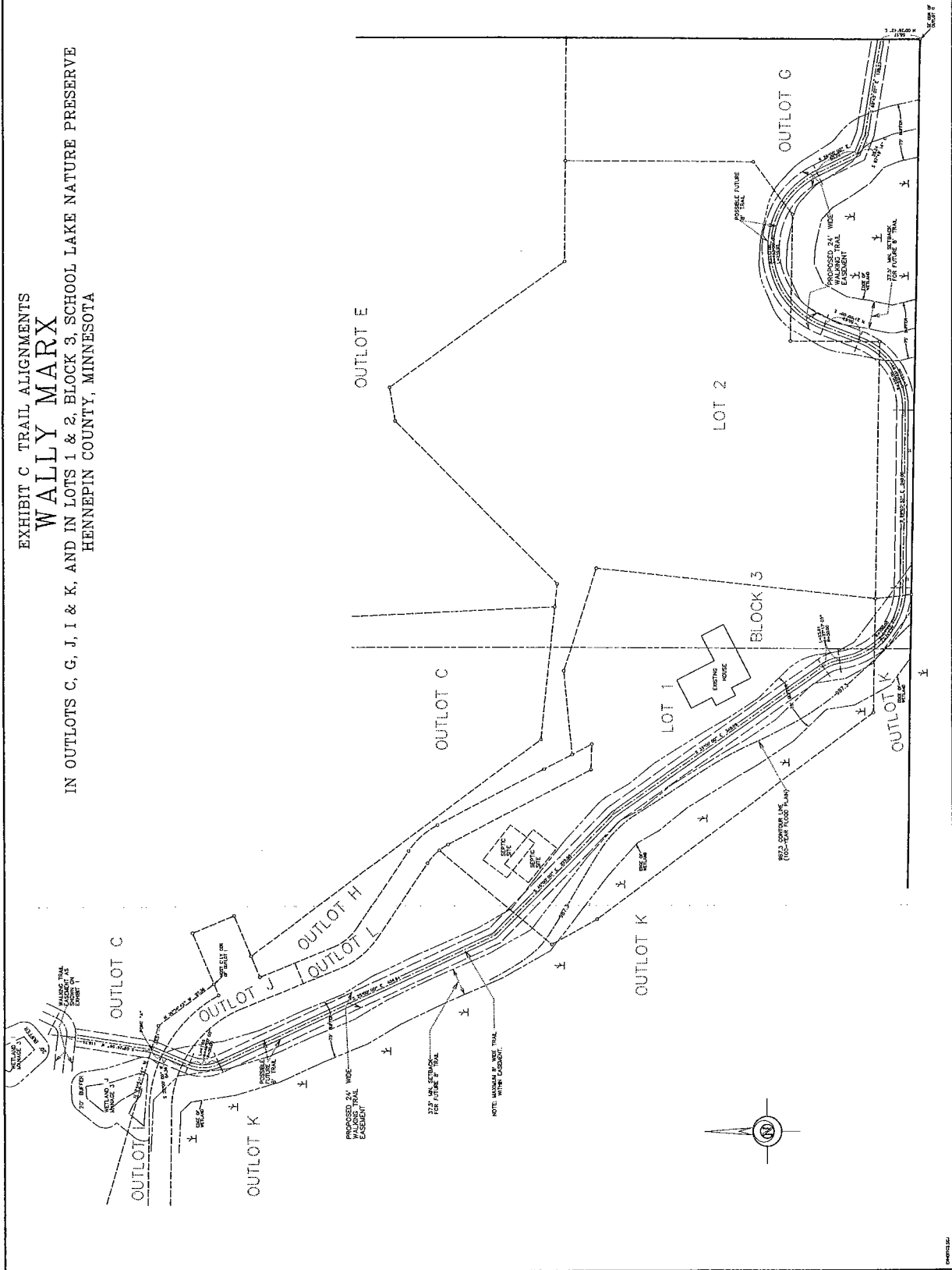


EXHIBIT C HORSE TRAIL ALIGNMENT
SCHOOL LAKE NATURE PRESERVE

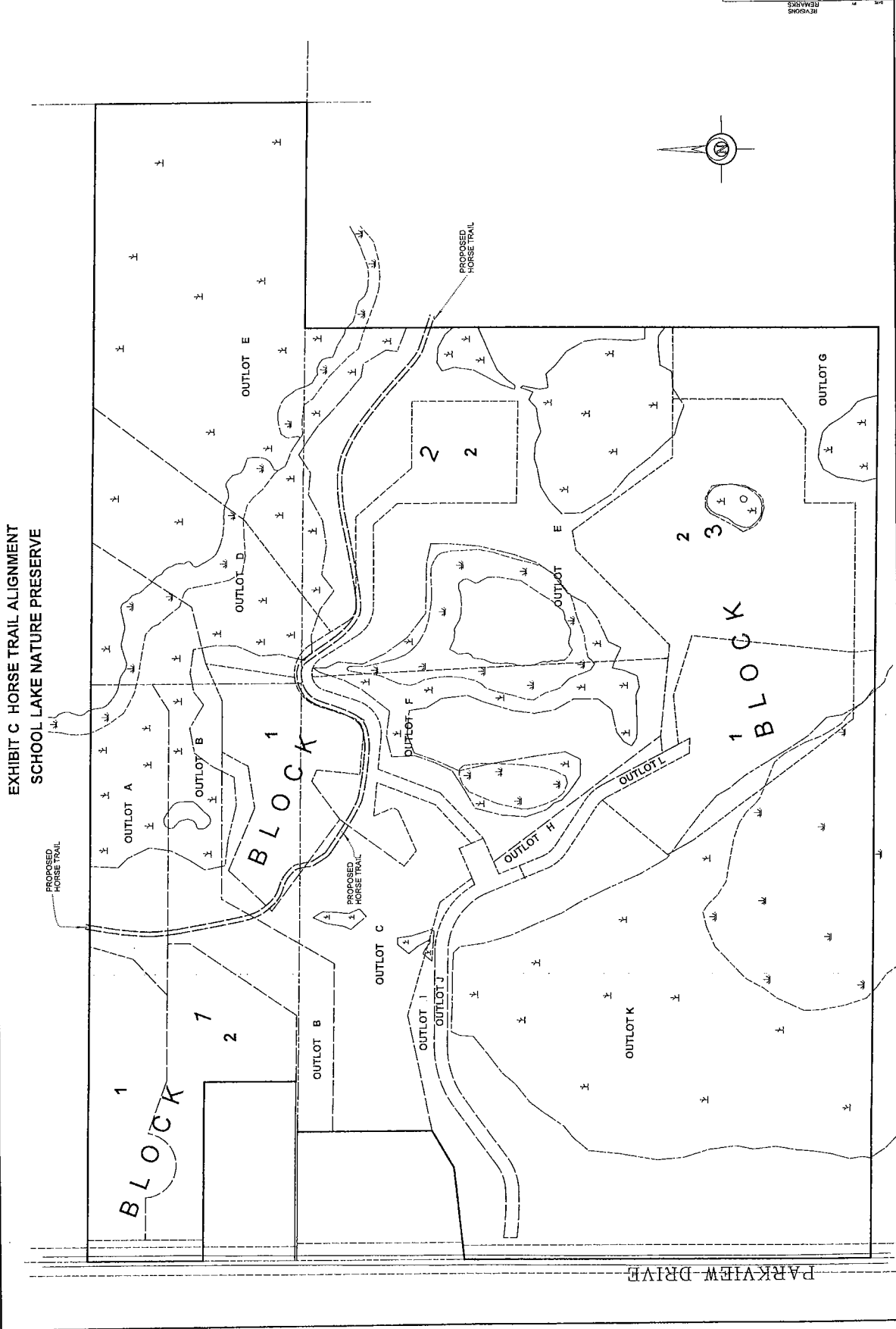
GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



DATE: 11-2-08
SCALE: 1" = 100'
PROJECT: 17-238

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER AND LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE: 11-2-08
PROJECT: 17-238
DRAWN BY: [Signature]

NO.	DATE	DESCRIPTION
1	11-2-08	AS SHOWN
2	11-2-08	AS SHOWN
3	11-2-08	AS SHOWN
4	11-2-08	AS SHOWN
5	11-2-08	AS SHOWN
6	11-2-08	AS SHOWN
7	11-2-08	AS SHOWN
8	11-2-08	AS SHOWN
9	11-2-08	AS SHOWN
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11	11-2-08	AS SHOWN
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PARKVIEW DRIVE

C.V. filed _____ C.V. not req. X _____

No delinquent taxes

Transfer Entered

Jul 12, 2018 2:48 PM

Hennepin County, Minnesota
Mark Chapin
County Auditor and Treasurer



Doc No **A10571123**

Certified, filed and/or recorded on
Jul 12, 2018 2:48 PM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 71

Pkg ID 1711126C

Attested Copy or Duplicate Original	\$2.00
Conservation Fee	\$5.00
Document Recording Fee	\$46.00
Environmental Response Fund (SDT .0001)	\$0.05
State Deed Tax (.0033 rate)	\$1.65
<i>Document Total</i>	\$54.70

PID(s)

16-118-23-23-0005

COPY

(Top 3 inches reserved for recording data)

WARRANTY DEED
Individual(s) to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.1.3 (2013)

eCRV number: NA

DEED TAX DUE: \$ 1.70 8500 OR LESS DATE: June 4, 2018
(month/day/year)

FOR VALUABLE CONSIDERATION, Wallace Marx and Bridget Marx, married
(insert name and marital status of each Grantor) ("Grantor"),

hereby conveys and warrants to School Lake Nature Preserve, LLC
(insert name of each Grantee)

a Limited Liability Company under the laws of Minnesota ("Grantee"),
real property in Hennepin County, Minnesota, legally described as follows:

Lots 1 and 2, Block 1; Lots 1 and 2, Block 2; Lots 1 and 2, Block 3; and Outlots A through L, inclusive; all according to the plat of School Lake Nature Preserve, Hennepin County, Minnesota.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Wallace Marx
(signature) Wallace Marx

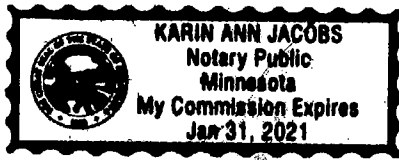
Bridget Marx
(signature) Bridget Marx

State of Minnesota, County of Hennepin

This instrument was acknowledged before me on 6-4-18, by _____
(month/day/year)

Wallace Marx and Bridget Marx, married
(insert name and marital status of each Grantor)

(Stamp)



[Handwritten Signature]
(signature of notarial officer)

Title (and Rank): notary public

My commission expires: 1-31-21
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Kurt Williams
Williams Law Firm
1632 Homestead Trail
Long Lake, MN 55356

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

Wally Marx
School Lake Nature Preserve, LLC
2700 Parkview Drive
Medina, MN 55340

Please Return to:
Kennedy and Graven
Box 198



Doc No **A10571124**

Certified, filed and/or recorded on
Jul 12, 2018 2:48 PM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 71

Pkg ID 1711126C

Attested Copy or Duplicate Original \$2.00

Document Recording Fee \$46.00

Document Total \$48.00

COPY

COPY

CONSERVATION DESIGN-PLANNED UNIT DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MEDINA

AND

SCHOOL LAKE NATURE PRESERVE, LLC

FOR

SCHOOL LAKE NATURE PRESERVE

This document drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300 (RHB)

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EXHIBIT A-1 LEGAL DESCRIPTION OF PROPERTY
EXHIBIT A-2 LEGAL DESCRIPTION OF CONSERVATION EASEMENT (ALSO KNOWN
AS PROTECTED PROPERTY)
EXHIBIT B LIST OF PLAN DOCUMENTS
EXHIBIT C FORM OF STORMWATER MAINTENANCE AGREEMENT
EXHIBIT D SUBDIVISION IMPROVEMENT COST ESTIMATE
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EXHIBIT F CONSERVATION EASEMENT
EXHIBIT G LAND STEWARDSHIP PLAN
EXHIBIT H FORM OF TRAIL EASEMENT
EXHIBIT I FORM OF TRAILHEAD AND ACCESS EASEMENTS

This Conservation Design-Planned Unit Development Agreement (the "Agreement") is made and entered into this 4th day of JUNE, 2018 by and between the city of Medina, a municipal corporation under the laws of Minnesota (the "City"), and School Lake Nature Preserve, LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the fee owner of the real property legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, on October 17, 2017, the City rezoned the Property to Conservation Design-Planned Unit Development District ("CD-PUD"), approved the School Lake Nature Preserve Conservation Design-Planned Unit Development General Plan of Development (the "CD-PUD General Plan") and granted preliminary approval of the plat of School Lake Nature Preserve (the "Subdivision"); and

WHEREAS, the Developer intends to develop the Subdivision with six single-family residential lots and associated outlots; and

WHEREAS, the Developer has requested final approval of the plat of School Lake Nature Preserve; and

WHEREAS, the CD-PUD General Plan of Development and approval of the final plat of School Lake Nature Preserve are contingent upon the Developer and the City entering into an agreement for development of the Property.

NOW, THEREFORE, based on the mutual covenants and obligations contained herein, the parties agree as follows:

1. Zoning; Number of Units. Subject to execution of this Agreement and recording the final plat of School Lake Nature Preserve, the Property has been zoned Conservation Design-Planned Unit Development and may be developed with no more than six single family dwellings. Six units represents two times the density which was allowed under the previous zoning designation and was approved because the City, based on the plans submitted by the Developer, determined that the Subdivision, with its conservation area and other features, met the intent and purposes of the City's conservation design ordinance. Approval of the six lots is strictly conditioned upon the Developer's compliance with all terms and conditions of City Ordinance No. 618, the CD-PUD General Plan of Development and this Agreement.

2. Right to Proceed. The Developer may not construct any improvements or buildings within the Subdivision until all the following conditions precedent have been satisfied:

- a) the final plat of School Lake Nature Preserve has been filed with Hennepin County;
- b) this Agreement has been executed by the Developer and the City;

- c) the required Letter of Credit (as hereinafter defined) has been received by the City from or on behalf of the Developer;
- d) final engineering and construction plans in digital form regarding the Subdivision Improvements (as hereinafter defined) have been submitted by the Developer and approved by the City engineer;
- e) the Developer has reimbursed the City for all legal, engineering and administrative expenses incurred to date by the City regarding the Subdivision and has deposited with the City the additional inspection escrow required by this Agreement;
- f) the Developer and the City have entered into a Stormwater Maintenance Agreement substantially in the form attached hereto as Exhibit C;
- g) the Developer has executed the Upland Buffer Easement Agreement substantially in the form attached hereto as Exhibit E;
- h) the Developer has executed the trail easement and the trailhead and access easements substantially in the forms attached hereto as Exhibit H and Exhibit I, respectively;
- i) the Developer has submitted and the City has approved the certified grading plan;
- j) the Developer and the Holder (as hereinafter defined) have executed a Conservation Easement in the form attached hereto as Exhibit F;
- k) the Developer has executed the trailhead easement and submitted the trailhead improvement plan;
- l) all erosion control measures are in place;
- m) the Developer has received all required permits from the Minnehaha Creek Watershed District, Hennepin County, the Minnesota Pollution Control Agency, the Minnesota Department of Health and any other entity having jurisdiction over the Subdivision;
- n) the Developer or the Developer's engineer has initiated and attended a preconstruction meeting with the City engineer and staff; and
- o) the City has issued a notice that all conditions precedent have been satisfied and that the Developer may proceed to construct the improvements contemplated by this Agreement.

3. Plans; Improvements; Subdivision Density. a) The Developer agrees to develop the Subdivision in accordance with the CD-PUD General Plan of Development, City Ordinance No. 618, the terms and conditions of City resolution 2018-12 granting final plat approval (collectively, the "City Approvals") and this Agreement. The City Approvals are hereby incorporated by reference into this Agreement and made a part hereof. In the event of a conflict between the terms of the City Approvals and this Agreement, this Agreement shall control. The Developer also agrees to construct all required improvements within the Subdivision in accordance with the approved engineering and construction plans (collectively, the "Plans"). The documents which constitute the Plans are those on file with and approved by the City and are listed on Exhibit B attached hereto. The Plans may not be modified by the Developer without the prior written approval of the City.

b) In developing the Subdivision in accordance with the Plans, the Developer shall make or install at its sole expense the following improvements (collectively, the “Subdivision Improvements”):

1. the shared private driveways serving Lots 1 and 2, Block 2 and Lots 1 and 2, Block 3;
2. common stormwater improvements;
3. site grading associated with other improvements and erosion controls;
4. upland buffers in accordance with section 15 of this Agreement; and
5. a trailhead for parking and access to the public trail under the terms of section 10 of this Agreement.

c) All work performed by or on behalf of the Developer on or related to the construction of the Subdivision Improvements shall be restricted to the hours of 7:00 a.m. through 8:00 p.m., Monday through Friday and 8:00 a.m. through 5:00 p.m. on Saturday. Work related to construction of the houses within the Subdivision shall be restricted to the hours of 7:00 a.m. through 8:00 p.m., Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday and Sunday.

4. Erosion Control. a) All construction regarding the Subdivision Improvements shall be conducted in a manner designed to control erosion and in compliance with all City ordinances and other requirements, including the City’s current permit with the Minnesota Pollution Control Agency regarding its municipal separate storm sewer system program. Following the delivery of written notice to the Developer, the City may impose, additional erosion control requirements after the City’s initial approval if the City deems such necessary due to imminent risk of uncontrolled erosion. All areas disturbed by the excavation shall be reseeded promptly after the completion of the work in that area unless construction of buildings or other improvements is anticipated immediately thereafter. Except as otherwise provided in the erosion control plan, seed shall provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion.

b) If the Developer does not comply with the erosion control plan and schedule or supplementary instructions issued by the City, the City may take such action as it deems reasonably appropriate to control erosion based on the urgency of the situation. The City agrees to make reasonable efforts to provide notice to the Developer in advance of any proposed action, including notice by telephone or email in the case of emergencies, but no or limited notice by the City when emergency conditions so require will not affect the Developer’s obligations or the City’s rights hereunder.

c) The Developer agrees to reimburse the City for all reasonable out-of-pocket expenses it incurs in connection with any action it takes to control erosion. No grading or construction of the Subdivision Improvements will be allowed and no building permits will be issued within the Subdivision unless the Developer is in full compliance with Developer’s responsibilities to comply with the erosion control requirements provided herein. The erosion

control measures specified in the Plans or otherwise required within the Subdivision shall be binding on the Developer and its successors and assigns.

5. Site Grading; Haul Routes. a) In order to construct the Subdivision Improvements and otherwise prepare the Property for development, it will be necessary for the Developer to grade the Property, generally in connection with the construction of other Subdivision Improvements, based on the approved Plans and specifications for the Subdivision. All site and other grading must be done in compliance with the Plans. The City may withhold issuance of a building permit for any structure within the Subdivision until the approved certified grading plan is on file with the City and all erosion control measures are in place as reasonably determined by the City. Within 30 days after completion of the grading, or such other period acceptable to the City's engineer, the Developer shall provide the City with an "as constructed" grading plan and a certification by a registered land surveyor or engineer.

b) The Developer agrees that construction traffic and any fill material which must be brought to or removed from the Property while grading or during construction of the Subdivision Improvements or any buildings within the Subdivision will be transported using the haul route established by the City. The City designates Parkview Drive to Co. Rd. 24 or any other county or state road as the haul route.

c) The Developer will grade portions of the Subdivision in connection with construction of the Subdivision Improvements but expects that it will be necessary for builders to custom grade individual lots based on the specific design and location of the homes to be constructed thereon. The City will require a grading plan to be submitted with each building permit for a home or any accessory structure and will review the individual grading plans to ensure they are not in conflict with the general grading plan for the Subdivision or pose a threat to adjacent parcels. It may be necessary for building permit grading plans to include abutting properties to verify the proposed grading does not adversely affect them.

6. Construction of Subdivision Improvements. a) All Subdivision Improvements shall be installed in accordance with the Plans, this Agreement, the City's subdivision regulations, and the requirements of the letters from the City engineer dated February 15, 2018. The Developer shall submit plans and specifications for the Subdivision Improvements prepared by a registered professional engineer. The Developer shall obtain any necessary permits from the Minnehaha Creek Watershed District, Hennepin County, the Minnesota Pollution Control Agency, the Minnesota Department of Health and any other agency having jurisdiction over the Subdivision before proceeding with construction. The Developer shall also comply with the requirements of the letter from the Minnehaha Creek Watershed District dated May 31, 2018 regarding erosion control and compliance with its regulations. The City shall inspect all work at the Developer's expense. The Developer and its contractors and subcontractors shall follow all instructions received from the City's inspectors. Prior to beginning construction, the Developer or the Developer's engineer shall schedule a preconstruction meeting with all parties concerned, including the City staff and engineers, to review the program for the construction work.

b) Within 45 days after the completion of the Subdivision Improvements, the Developer shall supply the City with a complete set of reproducible "as constructed" plans and

three complete sets of paper “as constructed” plans, each prepared in accordance with City standards and in AutoCAD format based on Hennepin County coordinates. Stormwater “as constructed” plans shall also be submitted to the City in GIS format compatible with ArcMap 10.3 in the coordinates and with the attributes directed by the City engineer. Iron monuments must be installed in the Subdivision in accordance with state law. The Developer’s surveyor shall submit a written notice to the City certifying that the monuments have been installed. Subject to events of force majeure, all Subdivision Improvements required by this Agreement shall be completed by no later than July 31, 2019, except as specifically noted otherwise in this Agreement.

c) The Developer agrees to reimburse the City fully for the reasonable cost of all Subdivision Improvement repairs or replacement if the cost thereof exceeds the remaining amount of the Letter of Credit. Such reimbursement must be made within 45 days of the date upon which the City notifies the Developer of the cost due under this section. The City’s notice shall include reasonable back up documentation to support such expenses. If the Developer fails to make required payments to the City, the Developer hereby consents to the City levying special assessments for any unreimbursed amount associated with such costs against the lots within the Subdivision except those which have been sold to homeowners. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Subdivision of the repair or replacement of the Subdivision Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

d) No building permit shall be issued for any structure within the Subdivision until adequate access is available to the lot in question. No temporary or permanent certificate of occupancy shall be issued for any structure within the Subdivision until all Subdivision Improvements that are required for the operation of such structure have been completed.

7. Streets. There will be no public streets constructed within the Subdivision. Access to Lots 1 and 2, Block 1 will be by means of a shared driveway from existing Parkview Drive. Access to Lots 1 and 2, Block 2 and Lots 1 and 2, Block 3 will be by shared private driveways to be constructed on Outlots J and L and partially on Lot 2, Block 2. The driveways shall be constructed in accordance with City standards applicable to shared driveways serving three or more properties. The Developer shall record an easement providing for access and maintenance over Outlot J and Outlot L and Lot 2, Block 2 for the benefit of the lots served by the private driveways and an easement for the two lots served by the shared driveway from Parkview Drive prior to the City being obligated to issue a building permit for any of the benefited lots. The easements shall be in form and substance satisfactory to the City.

8. Septic Systems and Wells. a) The Developer or its successors or assigns agree to construct individual septic systems and wells to serve the lots within the Subdivision. All work in constructing the private utilities must comply with all City and state requirements regarding such private utilities. The septic systems and wells will remain private and will not be owned or maintained by the City.

b) All lots within the Subdivision must have primary and alternate septic sites on the lot which meet setback requirements and which do not interfere with the intended purpose of any drainage and utility or other easement.

c) All private wells shall be located on the served lot.

9. Stormwater Improvements. a) The common stormwater facilities will be constructed by the Developer in accordance with the Plans and in compliance with all City requirements regarding such improvements. The stormwater facilities include the rain gardens and other improvements shown on the Plans. Some of the stormwater facilities are located within the portion of the Property subject to the Conservation Easement. The Conservation Easement permits such facilities to be constructed and maintained within the Conservation Area. The City will also have drainage and utility easements over the stormwater facilities, which easements will partially overlap the Conservation Easement.

b) The stormwater facilities serving the Subdivision will remain private and will be maintained by the Developer at its sole expense until taken over by the HOA. The City does not intend to accept the stormwater facilities as public and does not intend to maintain them. In order to meet the requirements of the Minnehaha Creek Watershed District and City code, the Developer agrees to enter into a Stormwater Maintenance Agreement with the City in the form attached hereto as Exhibit C. The purpose of the Stormwater Maintenance Agreement is to ensure that the Developer maintains the stormwater facilities until taken over by the HOA formed by Developer, and to give the City the right but not the obligation to do so if the Developer or the HOA fails in its obligations. The Stormwater Maintenance Agreement will be recorded against the Property and will run with the land and be binding on Developer and its successors and assigns. The Developer acknowledges that (i) the stormwater facilities have not and will not be accepted by the City; (ii) the City does not plan to maintain or pay for maintenance, repair or replacement of the stormwater facilities and that the Developer and ultimately the HOA will have primary responsibility for such work; (iii) the City has the right but not the obligation to perform necessary work upon the failure or refusal by the Developer or HOA to do so pursuant to the Stormwater Maintenance Agreement; and (iv) if, pursuant to the terms of the Stormwater Maintenance Agreement, the City performs any work on the stormwater facilities after reasonable notice to the Developer or HOA and the failure of the Developer or HOA to perform the work, the City intends to seek reimbursement for the cost of such work against the lots within the Subdivision and other portions of the Property through special assessments or otherwise.

c) The Developer intends to assign responsibility to the HOA for the maintenance, repair or replacement of the private stormwater facilities as needed and the HOA documents recorded with Hennepin County will so require. The HOA shall be responsible for the maintenance, repair or replacement of all private stormwater facilities serving the Subdivision. The Developer agrees to inform purchasers of lots within the Subdivision that (i) the City does not plan to maintain or pay for maintenance, repair or replacement of the stormwater facilities and that the HOA will have primary responsibility for such work; (ii) the City has the right but not the obligation to perform necessary work upon the failure or refusal by the HOA to do so; and (iii) if the City performs any work on the stormwater facilities after reasonable notice to the

Developer or HOA and the failure of the Developer or HOA to perform the work, the City intends to recover the cost of such work against the lots within the Subdivision.

d) In addition to the common stormwater improvements which will be constructed by the Developer and maintained by the HOA, it will be necessary to construct additional stormwater improvements on each of the six lots at the time of construction of the houses on the lots. These individual stormwater improvements shall be constructed by the builder or lot owner and will be maintained by the lot owner. They will not be the responsibility of the HOA but they will be subject to the Stormwater Maintenance Agreement.

e) The Developer acknowledges that the City intends to establish a storm sewer improvement tax district (the "District") which includes all of the Property. The District will be established pursuant to Minnesota Statutes, sections 444.16 to 444.21 and will authorize the City to acquire, construct, reconstruct, extend, maintain, and otherwise improve storm sewer systems and related improvements within or serving the Subdivision if such work becomes necessary in the opinion of the City based on the Developer's or the HOA's failure to perform pursuant to this Agreement and the Stormwater Maintenance Agreement. In recognition of this possibility, the Developer agrees to provide prospective lot purchasers with a disclosure statement informing them of the existence of the District and that a tax could be imposed on the lots within the Subdivision if the City is required to repair or maintain the storm sewer systems and related improvements. The wording of the disclosure statement must be approved by the City for use in connection with the sale of lots in the Subdivision prior to its distribution or use by the Developer.

10. Trailhead. The Developer agrees to grant easements to the City for a trailhead parking area and access thereto from Parkview Drive and submit a plan for construction of the required parking improvements prior to construction of any improvements or buildings within the Subdivision. The easements shall be in the form of the trailhead parking and access easement attached hereto as Exhibit I and the plan must be acceptable to the City. The Developer agrees to construct the trailhead improvements, which shall consist of paving an area of approximately 20' x 20', at the time of paving the adjacent private driveway on Outlot J. In the alternative, if the trailhead improvements have not been installed by October 31, 2018, the Developer agrees to pay the City \$5,000 and shall be relieved of any obligation to construct the trailhead improvements. The City shall thereafter be responsible for construction of the trailhead improvements on the easement. Access to and location of the trailhead shall not unreasonably interfere with the Developer's use and enjoyment of Outlot J.

11. Landscaping Plan. The Developer agrees to install landscaping in accordance with the Plans and City code. Particular attention shall be paid to provide vegetative screening from adjacent property along the northern line of Lot 1 and along the southern and western lines of Lot 2. All landscaping shall include hardy, non-invasive and drought tolerant species appropriate for Minnesota. All landscaping materials shall be maintained and replaced if they die within two years after acceptance by the City. The Developer shall also provide details on any planned removal of significant trees and shall otherwise comply with the City's tree preservation ordinance

12. Conservation Easement; Land Stewardship Plan. a) School Lake Nature Preserve consists of approximately 90 acres. It is the desire of the Developer and the basis under which the City has granted the City Approvals that the Subdivision be developed with single family detached dwellings on individual lots but that a substantial portion of the Property be preserved. An area containing approximately 66 acres of School Lake Nature Preserve (the "Conservation Area" or "Protected Property") is being set aside by the Developer and will be subject to a conservation easement (the "Conservation Easement") in the form attached hereto as Exhibit F. In order to achieve the desired restoration and enhancement objectives, the Developer agrees to convey the Conservation Easement to the Minnehaha Creek Watershed District ("MCWD") at or before the time of recording the plat of School Lake Nature Preserve. The MCWD is a qualified holder ("Holder") under Minnesota Statutes, chapter 84C.

b) The Conservation Easement speaks for itself and includes prohibition on the assignment of the role of Holder to an entity other than MCWD without the prior written approval of the City. The Conservation Easement provides for primary responsibility for enforcement of the terms and conditions of the Conservation Easement by the Holder but authorizes the City to enforce its terms and conditions upon refusal or failure of the Holder to do so. The City intends to recover any costs or expenses the Holder or the City incurs in such enforcement efforts against the six lots in the Subdivision by any means available to it, including through special assessments against the lots. The HOA documents shall so inform lot owners. The Developer, for itself and its successors and assigns, acknowledges the benefit to the lots for such work and hereby consents to the City specially assessing the six lots within the Subdivision for the reasonable cost of enforcement work by the Holder or the City and waives the right to appeal under Minnesota Statutes, Chapter 429 based on the City's authority to assess. The Developer agrees to install and cause the HOA to maintain adequate signage to delineate the Conservation Area from the residential lots unless alternative provisions are made and implemented under the Conservation Easement.

c) The restrictions and obligations associated with the Conservation Area may not be familiar to persons purchasing lots within the Subdivision. The Conservation Easement, Land Stewardship Plan and Restrictive Covenants detail those restrictions and obligations but are not readily available to prospective lot purchase. The Developer agrees to develop and submit to the City for approval information regarding the restrictions and obligations which will be incorporated into the Developer's marketing materials. The Developer may not market the lots or the Subdivision until such disclosure language has been approved by the City.

d) Any restoration work required within the Conservation Easement will be accomplished in accordance with the Land Stewardship Plan (the "LSP") attached hereto as Exhibit G.

e) The Developer shall maintain the Conservation Area on an ongoing basis in accordance with the LSP. The Developer intends to assign its obligations regarding maintenance under the LSP to the HOA and the subsequent owners of the lots. Additionally, the Developer agrees to cause the HOA to employ an ecologist or other expert who is knowledgeable about site preservation and restoration in order to maintain the Conservation Area in accordance with the LSP. To the extent funds initially collected from the lot owners are inadequate, the Developer

will ensure that the maintenance account has sufficient funds for three years of maintenance. Thereafter, the HOA shall establish fees or assessments against the lots in the Subdivision sufficient to sustain ongoing maintenance work.

13. Letter of Credit. a) In order to ensure completion of the Subdivision Improvements required under this Agreement and satisfaction of all fees due to the City, the Developer agrees to deliver to the City prior to beginning any construction or work within the Subdivision a letter of credit (the "Letter of Credit") in the amount of \$176,538 which represents 150 percent of the estimated cost of the Subdivision Improvements as specified in the Plans. This amount represents the maximum risk exposure for the City, based on the anticipated sequence of construction and the estimate of cost of each element of the Subdivision Improvements, rather than the aggregate cost of all required Subdivision Improvements. The Letter of Credit shall be delivered to the City prior to beginning any work on the Subdivision Improvements and shall renew automatically thereafter until released by the City. The estimated cost of the Subdivision Improvements covered by the Letter of Credit is itemized on Exhibit D attached hereto. The Letter of Credit shall be issued by a bank reasonably acceptable to the City and shall be in a form reasonably acceptable to the City. The Letter of Credit shall allow the City to draw upon the instrument, in whole or part, in order to complete construction of any or all of the Subdivision Improvements and to pay any reasonable fees or costs due to the City by the Developer after written notice to Developer and Developer's failure to cure the default within a reasonable period.

b) As the Developer completes elements of the Subdivision Improvements, the City agrees to reduce the Letter of Credit to an amount roughly equal to 150 percent of the cost of the remaining work, subject to satisfaction of all of the Developer's financial obligations to the City. The Letter of Credit shall be released in full and returned to the Developer within 30 days of (i) completion of all of the Subdivision Improvements included in the calculation of the Letter of Credit; (ii) expiration of the two-year warranty period for the landscaping; and (iii) satisfaction of all financial obligations by the Developer to the City. Prior to releasing any portion of the Letter of Credit or accepting another letter of credit in replacement, the City shall first be satisfied that all work regarding the Subdivision Improvements has been completed according to the Plans.

c) It is the intention of the parties that the City at all times have available to it a Letter of Credit in an amount adequate to ensure completion of all elements of the Subdivision Improvements and satisfaction of the Developer's financial obligations to the City under this Agreement. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Letter of Credit shall be evaluated by the City in light of that principle.

d) If at any time the City reasonably determines that the bank issuing the Letter of Credit is no longer solvent, the City shall notify the Developer and the Developer shall provide to the City within 30 days a substitute Letter of Credit from another bank meeting the City's requirements. If within 30 days of notice, the Developer fails to provide the City with a substitute Letter of Credit from an issuing bank satisfactory to the City, the City may draw under the existing Letter of Credit.

14. Homeowners' Association. The Developer agrees to establish a homeowners' association (the "HOA"), encompassing all of the Property. The Developer agrees to record covenants against said land for this purpose, which covenants must be in form and substance reasonably acceptable to the City. The covenants shall be filed by the Developer with Hennepin County prior to any building permits being issued for the Subdivision. The HOA covenants must provide, among other things, for HOA maintenance of the stormwater facilities, the upland buffers, other common areas and the Conservation Area. The HOA covenants shall also include provisions related to the required minimum balance of the Conservation Area maintenance account, reporting requirements and acknowledgment that the City has the right to specially assess the six lots within the Subdivision for costs incurred by the Holder or the City in enforcing the Conservation Easement, which costs are deemed to be a benefit to the lots within the Subdivision. The City must approve the HOA covenants and will require that certain provisions thereof may not be amended or deleted without prior written City approval.

15. Upland Buffer Easement. The City requires that upland buffers be established around wetlands in order to protect the water quality of the wetlands. The Developer agrees to execute the Upland Buffer Easement in the form attached hereto as Exhibit E, which will apply to Wetland C on Lot 2, Block 3 of the Subdivision. The Developer agrees to make the HOA responsible for its maintenance obligations under the Upland Buffer Easement Agreement and that the HOA documents recorded with Hennepin County will so require. Portions of the area which would otherwise have been included in the Upland Buffer Easement are also within the Conservation Area and the City agrees to allow such areas to be restored and maintained in accordance with the Conservation Easement and LSP.

16. Park Dedication Requirements; Trail Easement. In order to satisfy the park dedication requirements for the Subdivision, the Developer agrees to convey easements to the City substantially in the form attached hereto as Exhibit H for the two trails shown on the Plans. The Developer shall be responsible for clearing the trail corridors of vegetation and stabilizing the slopes. The Developer shall convey to the City easements on Outlot I and Outlot J which may be used as a trailhead parking area and over a portion of Outlot J for access to and from the trailhead parking area. The Developer shall comply with all other requirements of section 10 of this Agreement regarding the trailhead if alternative arrangements for access and parking acceptable to the City are not provided.

17. Responsibility for Costs; Escrow for Construction Inspection. a) The Developer agrees to pay to the City an administrative fee in the amount necessary to reimburse the City for its reasonable costs and expenses in reviewing the Subdivision, including the drafting and negotiation of this Agreement. The Developer agrees to reimburse the City in full for such reasonable costs within 45 days after notice in writing by the City. The Developer agrees to reimburse the City for the reasonable cost incurred in the enforcement of any provision of this Agreement, including reasonable engineering and attorneys' fees.

b) The Developer shall also pay a reasonable fee for City construction observation and administration relating to construction of the Subdivision Improvements. In order to reimburse the City for the reasonable cost of inspection of the Subdivision Improvements, the

Developer shall deposit an additional \$8,500 into an escrow account with the City, which shall receive and hold such funds solely under the terms of this Agreement. The City shall reimburse itself for expenses from the escrow and will provide the Developer with a copy of any invoice from the City engineer or evidence of other cost or expense attributed to the escrow prior to deducting such funds from the escrow. If any funds held under this escrow exceed the amount necessary to reimburse the City for its costs under this section, such funds shall be returned to the Developer without interest. If it appears that the actual costs incurred will exceed the estimate, the Developer and the City shall review the costs required to complete the project and the Developer shall deposit additional sums with the City.

18. Default. In the event of default by the Developer as to construction or repair of any of the Subdivision Improvements or any other work or undertaking required by this Agreement, and such default continues for 30 days after the City provides written notice to the Developer of the nature of the default pursuant to the notice requirements in this Agreement, or if such default cannot be cured within 30 days, after such time period as may be reasonably required to cure the default provided that Developer is making a good faith effort to cure said default, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any reasonable expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the lots within the Subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes, section 429.081.

19. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted the Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$1,000,000 for any number of claims arising out of a single occurrence. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

20. No Building Permits Approved; Certificates of Occupancy. a) Approvals granted to date by the City regarding the Subdivision do not include approval of a building permit for any structure within the Subdivision. The Developer or its successors or assigns must submit and the City must approve building plans prior to approval of a building permit for a structure on any lot within the Subdivision. All building pads must be certified prior to initiation of construction of a home on a lot. The Developer or the party applying for a building permit shall be responsible for payment of the customary fees associated with the building permit and all other deferred fees as specified in this Agreement.

b) No certificate of occupancy shall be issued for any home constructed in the Subdivision unless prior thereto the lot has been graded and all landscaping installed in accordance with the Plans, the septic system and well have been installed and adequate access provided, and an as built survey of the lot has been submitted and approved by the City. In cases in which seasonal weather conditions make compliance with these conditions impossible, the City may accept an escrow of sufficient amount to ensure completion of the work during the following construction season.

21. Clean up and Dust Control. The Developer shall use commercially reasonable efforts to regularly clean dirt and debris from streets adjoining the Subdivision resulting from construction work by the Developer, its contractors, agents or assigns, including any party constructing houses within the Subdivision. Prior to any construction on the Property or adjacent areas, the Developer shall identify to the City in writing a responsible party for erosion control, street cleaning, and street sweeping. The Developer shall provide dust control to the satisfaction of the City's engineer throughout construction within the Subdivision.

22. Compliance with Laws. The Developer agrees to comply with all laws, resolutions, ordinances, regulations and directives of the state of Minnesota and the City applicable to the Subdivision. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits for lots within the Subdivision.

23. Agreement Runs With the Land. This Agreement shall run with the Property and shall be recorded against the title thereto and shall bind and inure to the benefit of the City and the Developer and their successors and assigns. The Developer warrants that to Developer's knowledge as of the date hereof, there are no unrecorded encumbrances or interests relating to the Property.

24. Indemnification. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless from claims made by third parties for damages sustained or costs incurred resulting from approval of the Subdivision. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless for all reasonable costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving intentional acts or gross negligence by the City.

25. Assignment. The Developer may not assign this Agreement without the prior written permission of the City, which consent shall not be unreasonably withheld, conditioned or denied.

26. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested:

a) as to Developer: School Lake Nature Preserve, LLC
1632 Homestead Trail
Long Lake, MN 55356

with a copy to: Kent Williams
Williams Law Firm
1632 Homestead Trail
Long Lake, MN 55356

b) as to City: City of Medina
2052 County Road 24
Medina, MN 55340
Attention: City Administrator

with a copy to: Ronald H. Batty
Kennedy & Graven
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this section. The Developer shall promptly notify the City if there is any change in its name or address.

27. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.

28. Non-waiver. Each right, power or remedy conferred upon the City or the Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City or the Developer at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

29. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF MEDINA

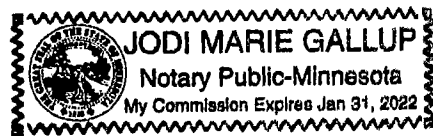
By: Bob Mitchell
Bob Mitchell, Mayor

By: Scott T. Johnson
Scott T. Johnson
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 5 day of June, 2018, by Bob Mitchell and Scott T. Johnson, the mayor and city administrator, respectively, of the city of Medina, a Minnesota municipal corporation, on behalf of the municipal corporation.

Jodi Marie Gallup
Notary Public



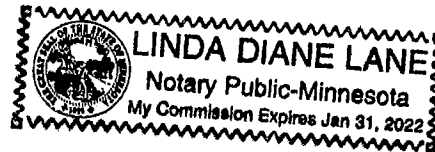
SCHOOL LAKE NATURE PRESERVE, LLC

By: Wallace Mark
Its: PRESIDENT

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin

This instrument was acknowledged before me on this 4th day of June, 2018,
by Wallace Mark the PRESIDENT of School Lake Nature Preserve, LLC, a
Minnesota limited liability company, on behalf of the company.

Linda Diane Lane
Notary Public



This document drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300 (RHB)

Please Return to:
Kennedy and Graven
Box 198

**EXHIBIT A-1 TO
CONSERVATION DESIGN-PLANNED UNIT DEVELOPMENT AGREEMENT**

Legal Description of the Property

The land to which this Conservation Designed-Planned Unit Development Agreement applies is legally described as follows:

Lots 1 and 2, Block 1;
Lots 1 and 2, Block 2;
Lots 1 and 2, Block 3; and
Outlots A through L,

All according to the plat of School Lake Nature Preserve, Hennepin County, Minnesota.

**EXHIBIT A-2 TO
CONSERVATION DESIGN-PLANNED UNIT DEVELOPMENT AGREEMENT**

Legal Description of Conservation Easement

The land subject to the Conservation Easement, also known as the Protected Property, is legally described as follows:

Outlots A through I and Outlot K, according to the plat of School Lake Nature Preserve, Hennepin County, Minnesota.

EXHIBIT B TO
CONSERVATION DESIGN-PLANNED UNIT DEVELOPMENT AGREEMENT

List of Plan Documents

The following documents prepared by Gronberg and Associates, Inc., revised on May 31, 2016 constitute the Plans:

1. Title page
2. Driveway Road Plan and Profile
3. Erosion Control Plan
4. SWPPP
5. Wetland Buffer Plan
6. Standard Details
7. Erosion Control Plan for Lot 2, Block 2 Driveway (dated 12/15/2017)

EXHIBIT C TO
CONSERVATION DESIGN-PLANNED UNIT DEVELOPMENT AGREEMENT
FORM OF
STORMWATER MAINTENANCE AGREEMENT
STORMWATER MAINTENANCE AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2018, by and between the city of Medina, a Minnesota municipal corporation (the “City”), and School Lake Nature Preserve, LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the Developer is the fee owner of certain real property located in Hennepin County, Minnesota, legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, the City has obtained drainage and utility easements over portions of the Property as shown on the plat of School Lake Nature Preserve (the “Easement Areas”); and

WHEREAS, by a separate Conservation Design-Planned Unit Development Agreement (the “Development Agreement”), the Developer has agreed to construct and maintain certain stormwater facilities (the “Stormwater Improvements”) for the benefit of the Property; and

WHEREAS, the Stormwater Improvements which are the subject of this Agreement include rain gardens and related improvements. The Stormwater Improvements are depicted on Exhibit B attached hereto; and

WHEREAS, the Minnehaha Creek Watershed District requires permanent provisions for handling of runoff, including terms and conditions for operation and maintenance of all Stormwater Improvements, and requires such provisions to be set forth in an agreement to be recorded against the Property; and

WHEREAS, the City and the Developer intend to comply with certain conditions, including entering into a maintenance agreement regarding the Stormwater Improvements.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of the Stormwater Improvements. The Developer, for itself and its successor or assigns, agrees to maintain the Stormwater Improvements and observe all drainage

laws governing the operation and maintenance of the Stormwater Improvements. The Developer shall make periodic inspection and perform maintenance of the Stormwater Improvements as described in Exhibit C attached hereto. The Developer shall make all such scheduled inspections and maintenance, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property, which obligation shall be assigned to the HOA, as defined hereinafter, in accordance with section 7 of this Agreement.

2. City's Maintenance Rights. The City may maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Developer written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that Developer is making a good faith effort to complete said task. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right to enter upon the Easement Areas and such portions of the Property as may reasonably be necessary to gain access to the Easement Areas to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all reasonable staff time (at the applicable rates charged by the City to similarly situated parties), engineering and legal and other reasonable third party costs and expenses incurred by the City. If the Developer or its successors or assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Developer, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as determined by the city engineer, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Developer hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Developer's, or the Developer's agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement by Developer or Developer's Agents or Employees, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions, except to the extent of intentional or grossly negligent acts of the City, its employees, agents and representatives. In the event the City, upon the failure of the

Developer to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Developer shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Developer's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts of the City, its employees, agents and representatives.

4. Individual Stormwater Improvements. In addition to the Stormwater Improvements serving the Property generally to be constructed by the Developer and maintained by the HOA, it will be necessary to construct additional stormwater improvements on each of the six lots at the time of construction of the houses on the lots. These individual stormwater improvements will be constructed by the home builder or lot owner and will be maintained by the lot owner, not the HOA. Each lot owner shall have the same responsibilities and obligations with regard to maintenance of the stormwater improvements serving the owner's lot as the HOA has with regard to the common Stormwater Improvements. Likewise, the City shall have the same rights with regard to maintenance of the individual stormwater improvements as it does hereunder regarding the common Stormwater Improvements.

5. Costs of Enforcement. The Developer agrees to reimburse the City for all reasonable costs prudently incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees after providing written notice to Developer and a reasonable opportunity to cure.

6. Rights Not Exclusive. No right of the City under this Agreement shall be deemed to be exclusive and the City shall retain all rights and powers it may have under Minnesota Statutes, sections 444.16 to 444.21 to acquire, construct, reconstruct, extend, maintain and otherwise improve the Stormwater Improvements.

7. Notice. All notices required under this Agreement shall either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

- a) as to Developer: School Lake Nature Preserve, LLC
1632 Homestead Trail
Long Lake, MN 55356
- with a copy to: Kent Williams
Williams Law Firm
1632 Homestead Trail
Long Lake, MN 55356
- b) as to City: City of Medina
2052 County Road 24
Medina, MN 55340
ATTN: City Administrator

with a copy to:

Ronald H. Batty
Kennedy & Graven
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

8. Successors and Assigns. All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property. Notwithstanding the foregoing, upon creation of a homeowners' association for the Property (the "HOA") by an instrument in a form satisfactory to the City which assumes and agrees to perform the obligations and responsibilities of the Developer under this Agreement, the HOA shall be bound by all terms and conditions of this Agreement as if it were the original signatory hereto and the Developer, its successors and assigns, shall be released from all personal liability under this Agreement but the Property shall remain subject to the terms and conditions of this Agreement.

9. Effective Date. This Agreement shall be binding and effective as of the date first written above.

10. Governing Law. This Agreement shall be construed under the laws of Minnesota.

SCHOOL LAKE NATURE PRESERVE, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ___ day of _____, 2018,
by _____, the _____ of School Lake Nature Preserve, LLC, a
Minnesota limited liability company, on behalf of the company.

Notary Public

CITY OF MEDINA

By: _____
Bob Mitchell, Mayor

By: _____
Scott T. Johnson
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by Bob Mitchell and Scott T. Johnson, the mayor and the city administrator, respectively, of the city of Medina, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

This instrument drafted by:
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

This Stormwater Maintenance Agreement is acknowledged and consented to by:

MINNEHAHA CREEK WATERSHED DISTRICT

By: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, the _____ of the Minnehaha Creek Watershed District, a _____ under the laws of Minnesota, on behalf of the District.

Notary Public

**EXHIBIT A TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

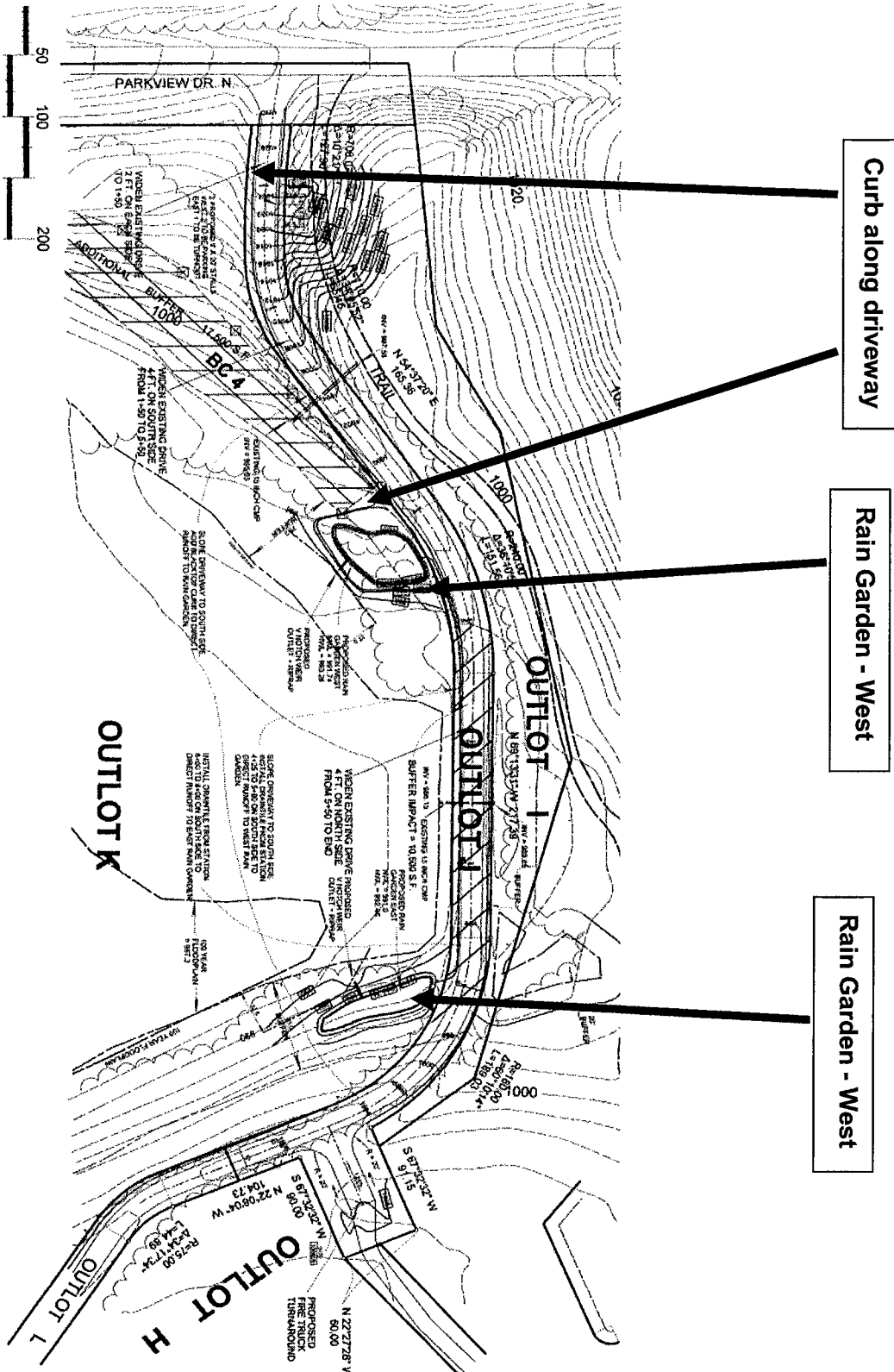
The property to which this Stormwater Maintenance Agreement applies is legally described as follows:

Lots 1 and 2, Block 1;
Lots 1 and 2, Block 2;
Lots 1 and 2, Block 3; and
Outlots A through L,

All according to the plat of School Lake Nature Preserve, Hennepin County, Minnesota.

EXHIBIT B TO STORMWATER MAINTENANCE AGREEMENT

Depiction of Location of Stormwater Improvements



C-B-1

**EXHIBIT C TO
STORMWATER MAINTENANCE AGREEMENT**

Inspection and Maintenance Schedule

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		
No evidence of erosion at downstream toe of drop structure		
4. Dewatering (Monthly)		
Dewaters 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:		

Further guidance and recommended practices can be found on the Minnesota Stormwater Manual website under the section "Post-Construction Operations and Maintenance:

https://stormwater.pca.state.mn.us/index.php?title=Operation_and_maintenance_of_stormwater_infiltration_practices

**EXHIBIT D TO
CONSERVATION DESIGN-PLANNED UNIT DEVELOPMENT AGREEMENT**

Subdivision Improvement Cost Estimate

**M&J Contracting & Supply
1853 Co Rd 30 SW
Montrose, MN 55363**

Project: 2700 Park Lane

Date: 11/29/17 – WSB Response 02/14/18

To: Wally Marx
Project: Marx Road

Scope of Work: Add 4' to existing driveway (Marx Road), add class 5 to match existing depth & pave with 3.5" of Asphalt.

1. Widen existing drive 4' (Marx Road) add class 5 & 3.5" of asphalt – 2100 sy @ \$42.52 \$89,292.00 (With Added LF to New Driveway Location)

Total Estimate: \$89,292.00

UNIT PRICES:

1. Silt Fence - \$1.10 lf – Assume 3,000 lf - \$3,300
2. 12" Culvert for driveway crossing - \$31.00 lf – Assume 30 lf - \$900
3. Seeding and mulching - \$650.00 ac – Assume 3 ac - \$1,950
4. Erosion Control Blanket - \$1.50 SY – Assume 1,500 SY - \$2,250
5. Rain Garden BMP's - \$7,500 each – Assume 2 each – \$15,000
6. Parking spaces (2): \$5,000

WSB Estimate: \$28,400

Total Estimate Construction Cost: \$117,692

Plus 50%: \$ 58,846

Recommended LOC: \$176,538

Note: Calculations for the initial letter of credit (LOC) are based on maximum exposure and do not include costs for record plans or landscaping maintenance. The completion of all improvements identified in the plans and described in the development agreement is guaranteed by the letter of credit even if the estimated cost of a specific element of the improvements was not included in the calculation of the initial letter of credit.

EXCLUSIONS

1. Permits, Fees & Bond, winter conditions, draintile other than noted above, removal of existing tanks, excavation & backfill for new tanks, contaminated soils. Export/Import
2. Testing, surveying, traffic control for other than our work,
3. Tree protection, tree transplanting, erosion control, irrigation repair, retaining walls and retaining wall backfill, landscaping, seed, temporary seeding, sod, class 5 for asphalt paving areas, curb and gutter, asphalt, sidewalk, geotextile fabric, work in street right of way, etc. except as described above,
4. soil correction below 1',
5. Special access / construction roads, storage and lay down areas,
6. Private utility locates and repairs to utilities not properly located, small utility relocation.

7. Hazardous waste, abatement removal & disposal, etc
8. Removal and disposal of hidden or buried debris under project site.
9. Special insurance, railroad insurance, builder's risk, etc

Kevin Miller
M&J Contracting & Supply
Cell 612-22-3845

**EXHIBIT E TO
CONSERVATION DESIGN-PLANNED UNIT DEVELOPMENT AGREEMENT**

**FORM OF
UPLAND BUFFER EASEMENT AGREEMENT**

THIS UPLAND BUFFER EASEMENT AGREEMENT (the "Agreement") is made this ____ day of _____, 2018, by and between the city of Medina, a Minnesota municipal corporation (the "City"), and School Lake Nature Preserve, LLC, a Minnesota limited liability company (the "Grantor").

RECITALS

- A. Grantor is the fee owner of property located in Hennepin County, Minnesota, legally described in Exhibit A attached hereto (the "Property"); and
- B. The Grantor and the City have entered into a separate development agreement (the "Development Agreement") regarding the subdivision and development of the Property and other land owned by the Grantor as School Lake Nature Preserve.
- C. The City has granted approval of a Planned Unit Development General Plan of Development and plat concerning School Lake Nature Preserve (the "City Approvals"), under the terms of which the Grantor is required to establish upland buffers adjacent to wetlands on portions of the Property consistent with City regulations, the location of which is legally described and depicted on Exhibit B and Exhibit C, respectively, attached hereto (the "Easement Area").
- D. In accordance with the Development Agreement, the City Approvals and the City's wetland preservation ordinance, the City has requested that Grantor grant to the City an easement (the "Upland Buffer Easement") over the Easement Area and Grantor has agreed to maintain the Easement Area.
- E. Grantor is willing to grant the Upland Buffer Easement in accordance with the terms of this Agreement.
- F. The Grantor is willing to establish and maintain the Upland Buffer in accordance with the terms of this Agreement.

PROVISIONS

In consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Grantor hereby grants and conveys to the City an Upland Buffer Easement in, under, on,

over and across the Easement Area, and the City hereby accepts such grant. The duration of this easement is perpetual, subject to Minnesota law governing granting of easements to governmental bodies, and shall bind and inure to the benefit of the parties, their successors and assigns.

2. The following terms and conditions shall apply to the Easement Area:
 - a. The Easement Area shall be preserved predominantly in its natural condition, except to the extent set forth below. No use shall be made of the Easement Area except uses, if any, which would not change or alter the condition of the Easement Area or its drainage, water conservation, erosion control, soil conservation, or fish and wildlife habitat and characteristics.
 - b. No structures, hardcover or other improvements shall be constructed, erected, or placed upon, above or beneath the Easement Area, with the exception of a boardwalk or dock not to exceed four feet in width to allow reasonable access to the wetland.
 - c. No trees, shrubs or other vegetation shall be destroyed, cut or removed from the Easement Area except as is necessary to remove storm damage, diseased or non-native vegetation or as authorized by the prior written consent of the City consistent with the wetland preservation ordinance. A path no more than four feet in width may be mowed to allow reasonable access to the wetland.
 - d. No earth, peat, gravel or soil, sand or any other natural material or substance shall be moved or removed from the Easement Area and there shall be no dredging or excavation of any nature whatsoever or any change of the topography of the Easement Area without the prior written consent of the City.
 - e. No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Easement Area, and no waste, trash, yard waste, manure or other materials shall be placed, dumped or stored upon the Easement Area without the prior written consent of the City.
3. Grantor represents that Grantor owns the Easement Area in fee simple, subject only to the encumbrances of record.
4. Grantor agrees to install a vegetative buffer in accordance with the City's upland buffer requirements in the Easement Area. Notwithstanding anything else herein to the contrary, the vegetative upland buffer does not need to be installed until the time of construction of improvements on the Property.
5. The Grantor conveys to the City, the following rights:
 - a. The City may enter upon the Easement Area for the purposes of inspection and enforcement of the covenants contained herein and to cause to be removed from

the Easement Area without any liability any structures, uses, materials, substances, or unnatural matter inconsistent with the covenants contained herein and the natural state of the Easement Area. The City shall provide notice to the Grantor and an order for corrective action consistent with City regulations. If the Grantor does not take the required corrective action within 30 days or such additional period as may be reasonably necessary following notice of the required corrective action, the City may enter the Property in order to perform the action. In such case, the City shall send an invoice of their reasonable maintenance costs to the Grantor, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Grantor fails to reimburse the City for its costs and expenses within 45 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Subdivision Property. The Grantor, on behalf of itself and its successor and assigns, acknowledges that the corrective work performed by the City benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429.

- b. The City may bring an action in any court of competent jurisdiction against the Grantor to enforce the terms of this Agreement; to require restoration of the Easement Area to its prior or more natural condition; to enjoin such non-compliance by temporary or permanent injunction and to recover any damages arising from such non-compliance. If a court determines that the Grantor has failed to comply with this Agreement, Grantor or Grantor's successors or assigns shall reimburse the City for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorneys' fees, in addition to any other payments ordered by the court.
6. Grantor hereby grants and conveys to the City a perpetual flowage easement and right and privilege to trespass with water over and upon any or all of the Easement Area.
7. Grantor shall bear all costs and liabilities of any kind related to ownership, operation and maintenance of the Easement Area, except for costs resulting from the negligence or acts of the City.
8. Grantor agrees to indemnify, defend and hold harmless the City, their officials, employees and agents, against any and all loss, costs, damage and expense, including reasonable attorneys' fees and costs that the City incurs because of the breach of any of the above covenants. The Grantor and the City agree that each shall be responsible for its own acts and the results of such acts and shall not be responsible for the act of any other party and the results of such acts.
9. This Agreement may be amended only by mutual written agreement of the parties.
10. Nothing herein shall give the general public a right of access to the Property.

11. This Agreement runs with the Property. Grantor's rights and obligations under this Agreement terminate upon transfer or termination of its interest in the Property, provided that any liability for acts or omissions occurring prior to the transfer or termination shall survive that transfer or termination. Nothing in this Paragraph 10 is deemed to alter or amend the remaining terms of the Agreement in the event of a transfer of interest.

12. Any notice required in this Agreement shall be delivered personally or sent by U.S. certified mail, return receipt requested:

a) as to Developer: School Lake Nature Preserve, LLC
1632 Homestead Trail
Long Lake, MN 55356

with a copy to: Kent Williams
Williams Law Firm
1632 Homestead Trail
Long Lake, MN 55356

b) as to City: City of Medina
2052 County Road 24
Medina, MN 55340
Attn: City Administrator

With a copy to: Ronald H. Batty
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

IN WITNESS WHEREOF, the parties to this Upland Buffer Easement Agreement have caused these presents to be executed as of the day and year aforesaid.

SCHOOL LAKE NATURE PRESERVE, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on this ___ day of _____, 2018, by _____, the _____ of School Lake Nature Preserve, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

CITY OF MEDINA

By: _____
Bob Mitchell, Mayor

By: _____
Scott T. Johnson, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Bob Mitchell and Scott T. Johnson, the mayor and city administrator, respectively, of the city of Medina, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

This document drafted by:
City of Medina
2052 County Road 24
Medina, MN 55340

**EXHIBIT A TO
UPLAND BUFFER EASEMENT AGREEMENT**

Legal Description of Property

Lot 2, Block 3, School Lake Nature Preserve, Hennepin County, Minnesota

**EXHIBIT B TO
UPLAND BUFFER EASEMENT AGREEMENT**

The Upland Buffer Easement is over those portions of the Property legally described and depicted as follows:

**WETLAND BUFFER DESCRIPTION
FOR WALLY MARX
IN LOT 2, BLOCK 3, SCHOOL LAKE NATURE PRESERVE
HENNEPIN COUNTY, MINNESOTA**

An easement for wetland buffer over, under and across that part of Lot 2, Block 3, School Lake Nature Preserve described as follows: Commencing at the most northerly corner of said Lot 2; thence on an assumed bearing of South 35 degrees 52 minutes 12 seconds East along the Northeasterly line of said Lot 2 a distance of 285.91 feet to an angle point in said Northeasterly line; thence South 61 degrees 22 minutes 19 seconds West a distance of 97.03 feet to the point of beginning of the easement being described; thence South 62 degrees 08 minutes 10 seconds East 52.62 feet; thence South 08 degrees 18 minutes 55 seconds East 36.60 feet; thence South 00 degrees 23 minutes 04 seconds East 39.75 feet; thence South 07 degrees 41 minutes 26 seconds West 31.63 feet; thence South 28 degrees 37 minutes 26 seconds West 36.27 feet; thence South 43 degrees 54 minutes 52 seconds West 36.79 feet; thence South 82 degrees 37 minutes 55 seconds West 39.72 feet; thence North 74 degrees 50 minutes 42 seconds West 40.63 feet; thence North 48 degrees 46 minutes 54 seconds West 34.80 feet; thence North 24 degrees 50 minutes 21 seconds West 52.90 feet; thence North 34 degrees 06 minutes 10 seconds East 40.69 feet; thence North 27 degrees 59 minutes 15 seconds East 33.47 feet; thence North 27 degrees 10 minutes 15 seconds East 32.47 feet; thence North 50 degrees 13 minutes 18 seconds East 34.84 feet; thence South 89 degrees 07 minutes 49 seconds East a distance of 41.94 feet to the point of beginning.

**EXHIBIT F TO
CONSERVATION DESIGN-PLANNED UNIT DEVELOPMENT AGREEMENT**

FORM OF CONSERVATION EASEMENT

CONSERVATION EASEMENT

Legal Description of Burdened Property:

Lots 1 and 2, Block 1;
Lots 1 and 2, Block 2;
Lots 1 and 2, Block 3; and
Outlots A Through I, and Outlot K

All according to the plat of School Lake Nature Preserve, Hennepin County, Minnesota. This is a CONSERVATION EASEMENT (hereinafter "Easement") granted by Wallace and Bridget Marx, each the spouse of the other ("Grantors") pursuant to a Conservation Design – Planned Unit Development ("CD-PUD") approved by the City of Medina, a political subdivision of the State of Minnesota (the "City"), to the Minnehaha Creek Watershed District, a governmental body created under Minnesota Statutes Chapter 103D (the "District").

RECITALS:

- A. OWNER. The Grantors are the fee owners of the real property legally described above (the "Burdened Property"). The areas of the Burdened Property encumbered by this Easement are identified as Outlots A through I, and Outlot K on the Final Plat attached hereto as Exhibit A (hereinafter referred to as the "Plat") and the Site Plan attached hereto as Exhibit B (hereinafter referred to as the "Site Plan") (Outlots A through I, and Outlot K hereinafter referred to as the "Protected Property"). The terms and covenants of this Easement that bind the remaining (residential) lots within the Burdened Property are appurtenant to the conservation protections on the Protected Property hereunder and intended by this Easement to run with the land and bind those lots in perpetuity in accordance with Minnesota Statutes chapter 84C.

The term "property owner" or "owner" is used in certain terms of this Easement to indicate that the term applies only to the owner of the affected parcel, and not to all owners within the Burdened Property.

- B. PROTECTED PROPERTY. The Protected Property is approximately 29.7 acres of

maple- oak-basswood woodland and restored prairie and 41.58 acres of wetlands and lakeshore along two lakes, one locally known as School Lake on the northeastern corner of the property and another locally known as Miller Lake to the south of the site. These lakes are public waters under Minnesota Statutes §103G.005. The Grantors have agreed to grant this Easement, in part, as a condition imposed by the City for approval of a Conservation Design Planned Unit Development, (hereinafter referred to as the "CD-PUD") a form of residential development (pursuant to applicable City regulations) on the Burdened Property and contiguous real property thereto (hereinafter referred to as the "Residential Community"). In its PUD approval process, the City will reference "Ordinance No. 618 Establishing a Conservation Design-Planned Unit Development District for 'School Lake Nature Preserve', approved on October 17, 2017, and amending the Official Zoning Map" and the "School Lake Nature Preserve Final Plat" approved on February 20, 2018.

- C. MINNEHAHA CREEK WATERSHED DISTRICT. The District is a governmental body created and operated exclusively for the purposes of water resource protection, conservation and management, including the protection, conservation, and management of related lands. The District is an organization qualified to hold conservation easements under Minnesota law and Section 170(h) of the Internal Revenue Code and related regulations.
- D. CONSERVATION VALUES. The Protected Property has the following natural, scenic and open space qualities of significant importance:

Numerous natural habitat communities are present including a tamarack wetland complex, maple-basswood forest, mesic oak forest, extensive undeveloped lakeshore on School Lake, and a diverse mosaic of wetland communities. The Protected Property also provides scenic views to and from School Lake. There are several animal trails leading to and from School Lake, and habitat for numerous species of animals including white-tail deer, grey and red squirrels, groundhogs, opossums, rabbits, coyotes, foxes, minks, pheasants, wild turkeys, and migratory waterfowl such as ducks, geese, trumpeter swans, egrets, blue herons, and sandhill cranes.

One of the primary conservation values of the Protected Property is the corridor created between and among the diverse habitat features of the Protected Property and with other habitats outside of the Protected Property. The connectivity created by the Protected Property will be essential as climate change potentially alters vegetation composition and species' distributions over time. The specific plants, animals, and habitat found on the Protected Property at the time of this Easement are reflective of the conditions at that time. Should climate change or other natural factors beyond Grantors' control affect the plants,

animals, or habitat on the Protected Property, it is the intention of the parties that the Protected Property will be preserved and managed to provide habitat reflective of local natural conditions as they may vary from time to time.

Collectively, these natural, scenic and open space qualities of the Protected Property constitute its "Conservation Values."

These Conservation Values have not been and are not likely to be adversely affected to any substantial extent by the continued use of the Protected Property as described above or as authorized below or by the construction of those structures and improvements that are authorized below.

E. CONSERVATION POLICY. Preservation of the Protected Property will further those governmental policies established by the following:

1. Minnesota Statutes Chapter 84C, which recognizes the importance of private conservation efforts by authorizing conservation easements for the protection of natural, scenic, or open space values of real property, assuring its availability for agriculture, forest, recreational, or open space use, protecting natural resources, and maintaining or enhancing air or water quality.

2. The Metropolitan Surface Water Act, Minnesota Statutes Section 103B, which specifically identifies the importance of protecting the natural surface waters and groundwaters of the Metropolitan Area.

3. Minnesota Statutes Section 103D which provides for the establishment of watershed districts to conserve the natural resources of the State.

4. Minnehaha Creek Watershed District Comprehensive Water Management Plan, which includes the policies, programs, and projects implementing the Metropolitan Surface Water Act.

5. The City of Medina Comprehensive Plan, which states that the City shall "maintain its rural character in which natural infrastructure is the dominant feature while planning for new business and residential areas," "Protect natural resources and natural corridors," and "Plan neighborhoods using innovative design techniques to ensure a high quality of life for residents."

6. The City of Medina CD-PUD Ordinance, as determined by the Medina City Council on July 5, 2017.

7. The City of Medina Natural Resource Inventory in which significant portions of the Protected Property are identified as an Ecologically Significant Natural Area.

8. The City of Medina Open Space Plan which identifies the Protected Property as Priority Areas.

9. The Hennepin County Environmental Services 2008 conceptual Greenway Corridor Plan.

10. The Minnesota Department of Natural Resources Regionally Significant Terrestrial and Wetland Ecological Areas plan which identifies the Protected Property as part of a large complex identified as Regionally Significant. Along with Baker Park and areas to the immediate north, the Protected Property is one of a few large complexes of such areas in Hennepin County.

F. CONSERVATION INTENT. The parties are committed to protecting and preserving the Conservation Values of the Protected Property in perpetuity. Accordingly, it is their intent to create and implement a conservation easement that is binding in perpetuity upon the current owners and all future owners of the Protected Property and that conveys to the District the right to protect and preserve the Conservation Values of the Protected Property for the benefit of this generation and generations to come.

G. DOCUMENTATION. The current condition of the Protected Property will be described and documented in a property report, signed by Grantors and the District, titled "School Lake Nature Preserve Conservation Easement Property Report" (the "Property Report"). Grantors and the District each acknowledge that they will consider the Property Report to accurately represent the condition of the Protected Property at the time of this conveyance, except as the Property Report explicitly may provide otherwise, and that the Property Report may be used by the parties in monitoring future uses of the Protected Property, in documenting compliance with the terms of this Easement, and in any enforcement proceeding. This paragraph does not preclude the use of other information and evidence to establish the present condition of the Protected Property in the event of a future controversy.

The Easement is accompanied by a Land Stewardship Plan ("Plan") that provides detail as to the rights and responsibilities of Grantors under the Easement. The Plan is not specifically incorporated herein except as explicitly referenced, or otherwise to be filed on the title of the Protected Property, but gives more detailed meaning to certain provisions of this Easement that reference the Plan. The parties intend that the Plan be admissible in defining the meaning of those provisions of this Easement

that reference it. It will not be interpreted to authorize any use or disturbance of the Protected Property contrary to this Easement, or that is detrimental to any Conservation Value set forth herein. To the extent any provision of this Easement is found to be in conflict with the Plan, the Easement provision shall prevail. The Plan may be amended by the Grantors and District. The Plan and any amendment thereto will be signed by the Grantors and the District and dated. In conjunction with a conveyance of land rights within the Burdened Property or an assignment or transfer of this Easement, or at any other reasonable time, a party on request will sign an estoppel or other mutually- acceptable document affirming the then-current version of the Plan and amendments.

CONVEYANCE OF CONSERVATION EASEMENT:

Pursuant to the laws of the State of Minnesota and in particular Minnesota Statutes Chapter 84C and in consideration of the facts recited above and the mutual covenants contained herein and in further consideration of the sum of one dollar and other valuable consideration, the Grantors hereby convey to the District a perpetual conservation easement over the entirety of those lots identified as Outlots A through I, and Outlot K on Exhibit A, also known as the Protected Property. This Easement consists of the following rights, terms, and restrictions applicable within the Protected Property.

1. CONSERVATION PURPOSE. The purpose of this Easement is to preserve and protect in perpetuity the Conservation Values of the Protected Property by confining the development, management, and use of the Protected Property to activities that are consistent with the preservation of these Conservation Values, by prohibiting activities that significantly impair or interfere with these Conservation Values, and by providing for remedies in the event of any violation of this Easement.

The terms of this Easement are specifically intended to provide a significant public benefit, including but not limited to the protection of the water quality, habitat value (including terrestrial upland habitat), and ecological integrity of surface waters and wetlands, as well as associated riparian land, floodplain and supporting groundwater, both on the Protected Property and within the wider hydrologic system in which they are situated, as further described in the District's watershed management plan as it may be amended, along with the facilitation of public use of designated walking trails consistent with the protection of the Conservation Values.

2. **ACTIVITY RESTRICTIONS ON PROTECTED PROPERTY:** In furtherance of the intent of this Conservation Easement, the terms of this Section 2 apply to the Grantors and all persons acting under Grantors' authority or control.
- 2.1. Industrial and Commercial Activity. No industrial or commercial use of the Protected Property is allowed.
- 2.2. Right of Way. No right of way for surface travel shall be granted across the Protected Property except the right-of-way(s) shown as Outlots I, J, and L on the Plat (Exhibit A) and the Site Plan (Exhibit B), and right-of-way for trails pursuant to paragraph 2.10, below. Grantors may disturb the Protected Property adjacent to platted right-of-way to the extent necessary to pave and otherwise improve and maintain the right-of-way, and will restore soils and vegetation when work is completed.
- 2.3. Mining. No mining, drilling, exploring for or removing of any minerals from the Protected Property is allowed.
- 2.4. Subdivision. A lot of record as identified in Exhibit A may be subdivided only with a written amendment to the Easement to preserve the effectiveness of the assessment mechanism referenced in Section 5 of this Easement. This section does not prevent or otherwise inhibit a property owner's voluntary transfer of fee interest in any portion of the Protected Property to a government entity for conservation purposes.
- 2.5. Water. No activity shall be conducted on the Protected Property that would pollute, alter, deplete, or extract surface water or groundwater; cause erosion; or be detrimental to water quality, except as follows:
- a. Activities approved in writing by the District that restore or enhance wildlife habitat or native biological communities or that improve or enhance the function and quality of existing wetlands and surface waters on and off of the property.
 - b. Activities undertaken in the exercise of rights explicitly granted under this Section 2 that might cause erosion or impact water quality on a temporary basis, provided that all reasonable erosion and sediment control measures are undertaken to limit the impacts of those activities. All activities permitted hereunder remain subject to the permitting requirements of the District and other governmental bodies.
 - c. Activities expressly permitted in Paragraph 2.9 below.

- 2.6. Dumping. No trash, waste vegetation, compostable or non-compostable garbage, hazardous or toxic substances or unsightly material may be dumped or placed on the Protected Property.
- 2.7. Storage Tanks. There shall be no placement of storage tanks on, in, or under the Protected Property.
- 2.8. Agricultural Use. No agricultural use or cultivation is allowed within the Protected Property, except as permitted under subsection 2.13, below.
- 2.9. Utilities. No utility structure, system, or facility may be installed or extended across, under or above the Protected Property. This includes, without limitation, any structure, system, or facility to provide power, fuel, water, waste disposal, communication or data. Notwithstanding this provision: (a) stormwater management facilities may be located within the Protected Property; and (b) a utility structure, system or facility may be installed or extended to provide service to one or more residential lots within the Burdened Property. In each case, Grantors will select alignment and installation method to reasonably minimize disturbance, and will restore soils and vegetation after disturbance. Grantors may dedicate or convey one or more utility easements across the Protected Property for utilities permitted under this subsection 2.9. This Easement will be subordinated to each such easement, provided it states that disturbance will be reasonably minimized, and that soils and vegetation will be restored, in accordance with this subsection.
- 2.10. Roads and Trails. No road or trail, paved or unpaved, may be established or constructed on the Protected Property except for horse and pedestrian trails of grass, woodchip or paved surface, no more than eight feet in width average and 10 feet maximum, on the alignments indicated on Exhibit C, attached hereto and incorporated herein. Grantors may convey one or more easements to the City to construct and maintain public trail on alignments indicated on Exhibit C, provided each such easement states, as to construction-phase disturbance outside of the trail width, that: (a) disturbance will be minimized; (b) and the City will restore disturbed soils and vegetation in a manner satisfactory to the District.
- 2.11. Fences. Any fencing installed within the Protected Property will follow technical guidelines and best practice so that it does not materially restrict wildlife movement, and will not impede the exercise of any right of Grantors or the District under this Easement. Notwithstanding this limitation, existing fencing as identified within the Property Report may be maintained as described in the Plan.

- 2.12 Structures and Improvements. No temporary or permanent building, structure, or other improvement of any kind may be placed or constructed on the Protected Property. Notwithstanding the immediately foregoing, incidental placement of temporary structures on the Protected Property associated with permitted use of that part of the Burdened Property not subject to the Easement (e.g. weddings in the formal gardens) is permitted, provided that there is no land alteration or damage to vegetation. Grantors will restore soils and vegetation if disturbed. Further notwithstanding the foregoing, signage for ordinary residential or trail purposes may be placed and maintained within the Protected Property.
- 2.13 Vegetation Management. Vegetation may be altered within the Protected Property only to maintain, restore or enhance habitat for wildlife and native biological communities; for lake view and lake access in accordance with the Land Stewardship Plan; to prevent or control noxious weeds, invasive vegetation, or disease; or to improve the water quality of the site or stabilize areas of potential erosion. Any such activity must be authorized by the Plan or pursuant to written District approval, not to be unreasonably withheld. Notwithstanding, in an emergency situation, action may be taken as necessary to prevent or abate fire or any other condition causing or threatening injury or substantial property damage. Notwithstanding the foregoing, aquatic plant management subject to an individual or a general Minnesota Department of Natural Resources (MnDNR) permit does not require District approval. This Easement will be subordinated to any separately recorded instrument signed by the District that allows for land or vegetation disturbance consistent with the criteria of paragraph 6.7(d), including without limitation the Wetland Buffer Easement Agreement dated May 31, 2018 between Grantor, the District, and the City.
- 2.14. Topography and Surface Alteration. No alteration or change in the topography or surface of the Protected Property is allowed except as explicitly permitted elsewhere under this section 2. This includes no ditching, draining, diking, filling, excavation, dredging, mining, drilling or removal of soil, sand, gravel, rock, minerals, or other materials. Notwithstanding, with the District's written approval, surface disturbance including excavation and fill may occur for the purpose of restoring previously disturbed areas on the Protected Property.
- 2.15. Vehicles. No motorized vehicle may be operated within the Protected Property except as reasonably required for uses authorized by this Easement or the Plan including City installation and maintenance of trails

pursuant to subsection 2.10.

2.16. Chemicals. Except as authorized pursuant to subsection 2.13, above, or as otherwise authorized in writing by the District, within the Protected Property there shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, and no use of devices commonly known as "bug-zappers."

2.17. County Road Right of Way. Grantors are not responsible for actions taken or rights exercised by Hennepin County pursuant to any preexisting ROW easement.

3. RESERVED RIGHTS. The Grantors retain all rights associated with ownership and use of the Protected Property that are not expressly restricted or prohibited by this Easement. However, the Grantors may not exercise these rights in a manner that would adversely impact the Conservation Values of the Protected Property. The Grantors must give notice to the District before exercising any reserved right that might have an adverse impact on the Conservation Values associated with the Protected Property.

3.1. Right to Convey. Subject to Section 5, The Grantors may sell, give, lease, bequeath, devise, mortgage or otherwise encumber or convey the Protected Property. Grantors must give written notice to the District of any conveyance of fee title of a residential property within the Burdened Property, or of any conveyance of fee title or lease of any part of the Protected Property, in accordance with subsection 6.7 of this Easement.

a. The Grantors will reference this Easement in any deed or other document by which the Grantors convey title to, or a leasehold interest in, all or a portion of the Burdened Property.

b. The Grantors will notify the District of any conveyance or lease, as required above, within fifteen (15) days after closing and will provide the District with the name and address of the new owner or lessee and, if transferring title, a copy of the deed.

c. The enforceability or validity of this Easement will not be impaired or limited by any failure of the Grantors to comply with this subsection.

4. DISTRICT'S RIGHTS AND REMEDIES. In order to accomplish the purposes of this Easement, the District has the following rights and remedies. The District may not, however, exercise these rights in a manner that would adversely impact the Conservation Values of the Protected Property.

- 4.1. Preserve and Protect Conservation Values. The right to preserve and protect the Conservation Values of the Protected Property through the rights and remedies set forth below.
- 4.2. Right to Enter. The District, its agents and authorized representatives may enter the Protected Property at reasonable times and in a reasonable manner for the purpose of, and may engage in, the following activities:
 - a. To inspect the Protected Property, monitor compliance with the terms of this Easement, and enforce the terms of this Easement as set forth herein. The District shall not unreasonably interfere with the legal and appropriate use and quiet enjoyment of the Protected Property by the Grantors, trail users, or any permitted invitees of those persons, so long as such use is in a manner consistent with this Conservation Easement.
 - b. To survey or otherwise mark the boundaries of all or part of the Protected Property. Any survey or boundary demarcation completed under this provision will be at the District's expense.
 - c. To make scientific and educational observations and studies and take samples within the Protected Property, in such a manner as will not disturb the quiet enjoyment of the Protected Property.
 - d. The right, but not the obligation, to manage the Protected Property subject to applicable laws and regulations. Said management may consist of, but not be limited to: vegetative maintenance and management; hydrologic or soils modifications; land alteration and stabilization; installation of improvements for water quality and flood management purposes as the District reasonably determines to be consistent with the Conservation Values of the Protected Property and the Plan and in accordance with all reasonable measures to minimize the impact of any temporary disturbance to the waterbodies on or adjacent to the site and adjacent wetland; fencing or other measures to protect the Conservation Values against intentional or unintentional impact; and the installation and maintenance of boundary markers and informational signage.
 - e. All actions hereunder except for vegetative management, slope stabilization and the installation of standard boundary survey markers are subject to written property owner concurrence, not to be unreasonably withheld. The written concurrence will document any agreement of Grantors and the District that the District will assume maintenance

responsibility for the improvement. Boundary markers on boundary lines adjacent to a residential lot shall be low-profile and unobtrusive, while still establishing a durable, visible record of the boundary line.

- f. District entry will not interfere unreasonably with Grantors' permitted uses of the Burdened Property. District will provide advance notice to the property owner prior to entering the Burdened Property, except where immediate entry is necessary or desirable to prevent, terminate, or mitigate damage to the Conservation Values; necessary to prevent, terminate or mitigate an apparent violation of the terms of this Conservation Easement; or otherwise authorized by law.
- g. To further the purposes as set out in this Section 4, Grantors hereby grant to the District a perpetual non-exclusive easement for the purpose of access to the Protected Property by reasonable motorized and non-motorized means, on, over, and across all trails, public and private roads, rights of way, and platted drainage and utility easements within the Burdened Property. The District will repair any damage to the Burdened Property from its use.

4.3 No Grant of Public Right. Nothing in this Easement shall be construed as: (i) a public dedication; or (ii) a grant of right to persons other than the District, its agents, authorized representatives and contractors to enter or use the Easement as provided in this Easement. Nothing in this Easement constitutes a general right of public entry onto or across the Easement. Notwithstanding the foregoing, the City may allow for public trail use in accordance with paragraph 2.10, above.

4.4. Right of Enforcement. If the District finds at any time that a property owner has breached the terms of this Easement, the District, itself or in conjunction with the City, will notify the owner of the alleged breach and direct the owner to take action to cure the breach. If such action is not taken within a reasonable time, the District will give written notice detailing the breach to the owner and demand action to cure the breach including, without limitation, restoration of the Protected Property as required in this Easement. Notwithstanding anything to the contrary, a property owner is not liable for damages to the District for acts of trespassers except as paragraph 4.4(g) provides. The District may prevent or remedy a violation of this Easement through judicial action brought against the responsible party in any court of competent jurisdiction. The City is granted a third-party right of enforcement as described in Minnesota Statutes chapter 84C.

- a. Notice. At least thirty (30) days before initiating judicial action against the owner of the Protected Property, the District will advise the owner in writing of the apparent violation or threatened violation and allow a reasonable opportunity to confer and resolve the matter, unless the District determines that immediate judicial action is needed to prevent or mitigate damage to the Protected Property.
- b. Enforcement Costs. The property owner is responsible for reasonable costs that the District incurs, exclusive of periodic monitoring costs, to investigate and resolve Easement violations. This includes reasonable costs of technical and legal assistance. The owner will not contest the legal authority of the City to assess the District's reasonable and verifiable enforcement costs incurred in accordance with the procedures of this Subsection 4.4 against the owner's residential lot within the Burdened Property, or to assess reasonable and verifiable maintenance and restoration costs against residential lots within the Burdened Property as stipulated in the Plan, each in the same manner as assessable City costs. The owner will not bear enforcement costs judicially determined to have been unreasonable or incurred without a good faith District judgment that there was an actual or imminent violation. The Grantors acknowledge the benefit to the Burdened and other property within the Subdivision and hereby consent to said City assessment and waive the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.
- c. Attorney's Fees. Notwithstanding paragraph 4.4(b), the prevailing party in a judicial action under this Easement shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred by the prevailing party after filing of the action. The parties waive their right to a jury trial on the issues of which is the prevailing party and the reasonable amount of attorneys' fees and costs to be awarded to the prevailing party. Those issues will be decided by the trial judge upon motion by one or both parties, such motion to be decided based on the record as of the end of trial augmented only by testimony and/or affidavits from the attorneys and others working on their behalf. The parties agree that, subject to the trial judge's discretion, the intent of this clause is to have all issues related to the award of attorneys' fees and costs decided by the trial judge as quickly as practicable.
- d. Remedies. Remedies available to the District include but are not limited to temporary and permanent injunctive relief, restoration of the Protected Property to its condition at the time of this conveyance or as otherwise necessitated by a violation of the Easement, specific performance,

declaratory relief and recovery of damages. These remedies are cumulative and are available without requiring the District to prove actual impact to the Conservation Values protected by this Easement. The parties also recognize that restoration may be the only adequate remedy for certain violations of this Easement. The District may seek expedited relief, ex parte if necessary, and need not post a bond applicable to a petition for such relief.

- e. Discretionary Enforcement. Enforcement of the terms of this Easement is solely at the District's discretion. The District does not, by any delay or prior failure of the District to discover a violation or initiate enforcement proceedings, waive or forfeit any enforcement right.
- f. Acts Beyond Owner's Control: Natural Events. Nothing in this Easement entitles the District to take or bring any action against a property owner for any change to the Protected Property resulting from natural events or natural causes beyond the owner's control, including, without limitation, fire, flood of a return frequency greater than 100 years, storm, infestations, natural deterioration, earth movement or climate change, or from any prudent action taken by the owner under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such natural event or cause. Nor does this Easement entitle the District to take or bring any action against a property owner for any change to the Protected Property resulting from the acts of any animal beyond the property's owner's possession, custody or control. The owner will notify the District of any such event and the action taken in response to it, if any. If such an event alters the Protected Property, the owner and District will work together to identify restoration or rehabilitation activities and develop a restoration plan.

This paragraph 4.4(f) does not apply to actions that the owner is required to take in response to natural events as set forth in the Plan.

- g. Acts Beyond Owner's Control: Third Parties. Under no circumstances shall a property owner's liability exceed that imposed by Minn. Stat. Sec. §604A.23. A property owner shall not be liable for injury to person or property to or on the Protected Property caused by the acts of a third party other than the property owner's agents, employees, lessees, invitees, family members, or contractors, provided the owner has not participated in, acquiesced in, or otherwise consented to such acts of such third parties.

A property owner shall also not be liable for any change to the Protected

Property, to the extent caused by an action of the owner, or of a party acting under the owner's authority, taken reasonably and in good faith under emergency conditions to prevent or mitigate substantial damage from such a third party cause.

The owner will promptly notify the District and the City of any such occurrence and cooperate fully in reporting, investigating and taking any action against the responsible parties. In the event that such third party acts interfere with the Conservation Purpose and Conservation Values of this Easement, the owner and the District will work together to identify restoration or rehabilitation activities and develop a restoration plan.

Nothing in this Easement shall cause a property owner or the District to assume a duty of care with respect to, or responsibility for acts of, third party members of the public on the Protected Property in conjunction with use of a public trail maintained by the City pursuant to paragraph 2.10, above.

5. RESTRICTIONS ON CONVEYANCE OF PROTECTED PROPERTY. The means by which owners of residential property are held responsible for maintenance and enforcement costs related to the Protected Property, as provided in the Easement and Plan, requires that each platted outlot within the Protected Property be owned by an owner of residential property within the Burdened Property. Accordingly, the fee interest in an outlet within the Protected Property may not be conveyed to a party who is not also the owner of a residential lot within the Burdened Property. The parties consider this restriction on outlot sale as essential to this Easement and a part of the mutual consideration for it. Notwithstanding, the fee interest in an outlot may be conveyed to a government entity for conservation purposes.

6. GENERAL PROVISIONS.

- 6.1. Assignment. This Easement, and any rights or responsibilities hereunder, may be assigned exclusively or transferred by the District by written instrument, but only to a public body or conservation organization that is a qualified organization under Section 170(h) of the Internal Revenue Code and related regulations and that is authorized to hold conservation easements under Minnesota law. Any future holder of this Easement shall have all of the rights conveyed to the District by this Easement. As a condition of any assignment or transfer, the District shall require any future holder of this Easement to continue to carry out the Conservation Purposes of this Easement in perpetuity.

The District shall provide thirty (30) days written notice to the property owners within the Burdened Property and the City before any such transfer or assignment shall be effective. Any assignment or transfer under this provision is subject to approval by the City.

- 6.2. Amendment. This Easement may be modified or amended. However, no amendment or modification will be allowed if, in the sole and exclusive judgment of the District, it: (i) does not further the purposes of this Easement, (ii) will adversely impact the Conservation Values protected by this Easement, (iii) affects the perpetual duration of the Easement, or (iv) affects the validity of the Easement under Minnesota law or under Section 170(h) of the Internal Revenue Code.

Any amendment or modification must be in writing, signed by all parties, and recorded in the same manner as this Easement.

- 6.3. Extinguishment. This Easement may be extinguished without consent of the District only through judicial proceedings and only: (i) to the extent that one or more unexpected change(s) in the conditions of or surrounding the Protected Property makes the continued use of the Protected Property for the conservation purposes set out above impossible or impractical; or (ii) pursuant to the proper exercise of the power of eminent domain.

The Grantors recognize that uses of the Protected Property prohibited by this Easement may, in the future, become more economically viable than those uses permitted by the Easement. The Grantors also recognize that in the future, neighboring properties may be put entirely to uses not permitted on the Protected Property by this Easement. The Grantors and the District agree that such changes in use may increase the public benefit provided by this Easement and, in any event, will not qualify as "unexpected changes" to justify the extinguishment of this Easement as otherwise set forth above.

- 6.4. Real Estate Taxes. The Grantors shall pay all real estate taxes and assessments levied against the Protected Property. At its discretion, the District may pay any outstanding tax or assessment and shall then be entitled to reimbursement from the Grantors.
- 6.5. Ownership Costs and Liabilities. Except as explicitly assumed by the District in this Easement as otherwise set forth herein, or as Grantors and the District may agree under paragraph 4.2(e), the Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the

maintenance of such comprehensive general liability insurance coverage as the Grantors deem adequate. The Grantors agree to release, hold harmless, defend and indemnify the District from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the District may suffer or incur, to the extent they result from the activities of Grantors on the Protected Property. The District agrees to release, hold harmless, defend and indemnify the Grantors from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the Grantors may suffer or incur, to the extent they result from the activities of the District on the Protected Property.

The District shall keep the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by it. The property owner will transmit a copy of a lien statement of claim to the District within one week of receipt from the lien claimant. The property owner hereby assigns the District, non-exclusively, all rights that it possesses to apply for and obtain a release of lien. With due notice to the property owner, the District may apply and make payment for a release of lien, and may have the City assess the payment, as well as reasonable attorney fees and costs, against the owner's residential property.

Nothing in this paragraph or this Easement creates any right in any third party or diminishes any immunity, defense or liability limitation of the Grantors, the City, or the District as against any third party. Neither party by entering into this Easement assumes responsibility nor liability arising from the maintenance or use of City trails on the Protected Property pursuant to paragraph 2.10, above. In any matter involving both the District and the City, the total liability of the District and the City on a claim against it or them arising out of a single occurrence shall not exceed the limits set forth in Minnesota Statutes Section 466.04, subd. 1.

- 6.6 The Grantors agree to release, hold harmless, defend and indemnify the District from any and all liabilities, loss, claim, damage or expense (including reasonable attorney fees, costs and disbursements) that the District may incur arising out of any waste or contaminant, or other pre-existing environmental condition, on the Protected Property as of the date of this Easement. The terms "waste" and "contaminant" are to be understood in their broad common meaning and not as defined by any specific statute.
- 6.7. Notice and Approval. Any notice or request for approval required by this Easement must be written and is subject to the following:
 - a. Delivery. Any required notice or request for approval must be delivered or

sent by first class mail or other nationally recognized delivery service, or transmitted by electronic mail with confirmation from an authorized representative of the recipient, to the appropriate party at the following addresses (or other address specified in writing):

To the Grantors:

at the address (es) on file with Hennepin County tax assessor.

To the District:

at the address of their principal place of business as on file with the Minnesota Secretary of State.

- b. Timing. Unless the parties agree otherwise in writing, any notice or request under this Paragraph shall be deemed accepted unless the receiving party objects in writing within thirty (30) days after receipt of same, provided that In the event the party who receives notice does not respond within 30 days of the documented day of delivery, the proposed activity shall be deemed approved by that party so long as the request states prominently in a top heading "Response Required Within 30 Days" and the activity is not inconsistent with the Conservation Purpose of the Conservation Easement and is not otherwise prohibited by the Conservation Easement. The District will communicate a final decision within 60 days of a request.
 - c. Content. The notice or request for approval must include sufficient information to allow the recipient to make an informed decision on whether any proposed activity is consistent with the terms and purposes of this Easement.
 - d. District Approval. The District may consent to any activity under this Easement only if it reasonably determines that the activity (1) will not violate the purpose of this Conservation Easement and (2) will either enhance or not impair any significant Conservation Values associated with the Protected Property. The District may condition its approval on the Grantors' acceptance of modifications that, in the District's reasonable judgment, would allow the proposed activity to meet these criteria.
- 6.8. Binding Effect. This Easement will run with and burden the Protected Property in perpetuity. The terms of this Easement are binding and enforceable against the Grantors, their heirs, lessees, agents, personal representatives, successors and assigns, and all other parties entitled to possess or use the Protected Property.

This Easement creates a property right immediately vested in the District

that cannot be terminated or extinguished except as set out herein.

- 6.9. Merger. The terms of this Easement shall survive any merger of the fee and easement interest in the Protected Property.
- 6.10. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon the transfer or termination of that party's interest in this Easement or the Protected Property, provided, however, that any liability for acts or omissions occurring prior to the transfer or termination will survive that transfer or termination.
- 6.11. Recording. The District will record or register this Easement in a timely manner in the official records for Hennepin County. The District may re-record or re-register this Easement or any other document necessary to protect its rights under this Easement or to assure the perpetual enforceability of this Easement. The Grantors will cooperate as necessary to accomplish and effect acts of recordation.
- 6.12. Controlling Law and Construction. This Easement shall be governed by the laws of the State of Minnesota and construed to resolve any ambiguities or questions of validity of specific provisions in favor of giving maximum effect to its conservation purposes and to the policies and purposes of Minnesota Statutes Chapter 84C.
- 6.13. Permits and Applicable Laws. The Grantors and the District acknowledge that the exercise of any reserved right herein or other use of the Protected Property is not by this Easement relieved from complying with or obtaining any permit from any applicable governmental authority, including the District, prior to the exercise thereof.
- 6.14. Severability. A determination that any provision or specific application of this Easement is invalid shall not affect the validity of the remaining provisions or any future application.
- 6.15. Captions and Recitals. The captions herein have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation. The Recitals are incorporated into this Easement and a part hereof.
- 6.16. Additional Documents. The Grantors agree to execute or provide any additional documents reasonably needed by the District to carry out in perpetuity the provisions and intent of this Easement, including, but not limited to any documents needed to correct any legal description or title

matter or to comply with any federal, state, or local law, rule or regulation.

6.17. Entire Agreement. This document states the entire agreement of the parties with respect to this Easement and supersedes all prior discussions or understandings.

IN WITNESS WHEREOF, on the basis of mutual valuable consideration, and intending to be legally bound, the Grantors and the District voluntarily execute this Conservation Easement on the _____ day of _____, 2018.

GRANTORS

By: _____
Wallace Marx

And: _____
Bridget Marx

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Wallace Marx and Bridget Marx, each the spouse of the other.

Notary Public

ACCEPTANCE

The Minnehaha Creek Watershed District hereby accepts the foregoing Conservation Easement this _____ day of ___, 2018.

MINNEHAHA CREEK WATERSHED DISTRICT

By: _____

Title: President, Board of Managers

STATE OF MINNESOTA)
)
ss COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Sherry Davis White as President, Board of Managers, of the Minnehaha Creek Watershed District.

Notary Public
My Commission Expires

**EXHIBIT G TO
CONSERVATION DESIGN-PLANNED UNIT DEVELOPMENT AGREEMENT**

Land Stewardship Plan

LAND STEWARDSHIP PLAN

**School Lake Nature Preserve
Medina, Minnesota**

May 10, 2018

Prepared for: Wally Marx
2700 Parkview Drive
Medina, MN 55340

Prepared by: Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka, MN 55345

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LAND STEWARDSHIP PLAN

SCHOOL LAKE NATURE PRESERVE FINAL PLAT Medina, Minnesota

INTRODUCTION

Wally Marx proposes to develop 89.75 acres of land contained within three contiguous parcels in Medina, Hennepin County, Minnesota following the City's Conservation Design – Planned Unit Development (CD-PUD) requirements. The project includes 6 single family sites and holds unique and important conservation values based on its regional location and variety of wetland, woodland, and shoreline habitats. These values are recognized by a number of local agencies, and Mr. Marx's goal is to create unique lots that preserve the natural resource values of the site, integrate the home sites into the landscape, and provide guidance for perpetual management of the conservation areas by the fee owners or Minnehaha Creek Watershed District (MCWD).

Conservation Design

The proposed development complies with the City of Medina's Conservation Design Development requirements as described in detail in subsequent sections and per City Code Section 827.51. Conservation Design (CD) – Purpose, which states:

The purpose of this district is to preserve the City's ecological resources, wildlife corridors, scenic views, and rural character while allowing residential development consistent with the goals and objectives of the City's Comprehensive Plan and Open Space Plan as updated from time to time. The specific conservation objectives of this district are to:

1. Protect the ecological function of native hardwood forests, lakes, streams, and wetlands.
2. Protect moderate to high quality ecologically significant natural areas.
3. Protect opportunities to make ecological connections between parks and other protected lands and ecologically significant natural areas.
4. Protect important viewsheds including scenic road segments.
5. Create public and private trails for citizens to access and enjoy Open Space resources.
6. Create public and private Open Space for citizens to access and enjoy.

The proposed development also complies with City Code Section 827.57, Subd. 5 and 7, which define Conservation Area and Conservation Easement for purposes of the CD-PUD ordinance.

Land Stewardship Plan

Per City of Medina Code Section 827.65, a Land Stewardship Plan (LSP) is required for the project. An LSP addresses the development, long-term use, maintenance, and insurance of the Conservation Area associated with a proposed development. More specifically, this Final LSP:

- (a) Defines ownership and methods of land protection.
- (b) Establishes necessary regular and periodic operation and maintenance responsibilities.
- (c) Estimates staffing needs, insurance requirements, and other costs associated with plan implementation and defines the means for funding the same on an on-going basis. This includes land management fees necessary to fund monitoring and management of the Conservation Easement by the easement holder. The fees have been found reasonable by the proposed easement holder.
- (d) Addresses the requirements of the future Conservation Easement holder.

The following Land Stewardship Plan applies to the entire area contained within the Conservation Easement, unless otherwise stated. Mr. Marx intends to develop Lots 1 and 2, Block 1; and Lots 1 and 2, Block 2 at once. Lot 1, Block 3 is already developed. Lot 2, Block 3 will be developed at a later date. Block and lot designations are shown on the final plat attached as Exhibit C.

Restoration after Construction Related Activities

Construction activities in development of the private lots may temporarily impact portions of the Conservation Area. The following summary generally describes how the fee owner anticipates coordinating site development and restoration activities concurrently:

- The fee owner anticipates commencing road clearing in Fall 2017 and site development in late Winter - Spring 2018, weather permitting.
- Utilities may be constructed as part of the development of the residential lots. Any construction activities that damage a Conservation Area will be corrected to achieve conditions similar to those at the time of easement recording.

Disturbance of the conservation area during development will be limited to that necessary for construction and installation of the roads, driveways, and utilities and avoided or minimized to the greatest extent possible. Any disturbance will be corrected to achieve conditions that mimic the cover type and density of cover present at the time of easement recording.

The following sections address the City-required elements of the LSP.

EXISTING CONDITIONS

Compilation of Existing Data

The following existing data were compiled and reviewed to assess the natural, cultural, historic, and scenic character of the site and its surroundings:

- MnDNR Ecological Classification System
- MnDNR Minor Watershed boundaries
- Minnesota Pollution Control Agency (MPCA)-listed Impaired Waters
- Web Soil Survey (SSURGO Soil Survey data from USDA/NRCS)
- Original Vegetation of Minnesota (pre-European vegetation mapping by Marshner/MnDNR)
- MnDNR Rare Natural Features (from the Natural Heritage Information System, NHIS)
- MnDNR Native Plant Communities (NPC)
- MnDNR Sites of Biological Significance (SBS)
- Regionally Significant Ecological Areas (RSEA) – both original mapping and 2008 update
- MnDNR Regional Ecological Corridors – based on 2008 MLCCS data
- Metro Conservation Corridors
- Hennepin County Open Space Corridors and Priority Natural Resources Corridors
- Minnehaha Creek Watershed District (MCWD) wetland mapping
- MCWD Key Conservation Area mapping
- Restoration Prioritization and Prediction Model (RePP)
- Public conservation lands (e.g., public parks, Scientific and Natural Area (SNA), Wildlife Management Area (WMA))
- Historical and current aerial photographs (1937, 1957, 1960, 1962, 1967, 1969, 1971, 2000, 2015)
- Minnesota Land Cover Classification System (MLCCS) mapping (based on discrete datasets from 2001, 2005, and 2008)
- Wetlands (including delineated site wetlands, Hennepin County Wetland Inventory, and MCWD Functional Assessment of Wetlands (FAW))
- City of Medina Open Space Plan (2007)
- Site parcel boundaries
- Topographic contours (2-ft LiDAR data) and digital elevation model (DEM)
- Minnesota Historical Society database report

Field Reconnaissance

On December 5, 2016, Laura Domyancich (Minnehaha Creek Watershed District) conducted a field reconnaissance of the development area accompanied by David Thill of Hennepin County

Natural Resources, Michael Pressman of Conservation Solutions, and the property owner, Wally Marx. Existing conditions (including landforms, slopes, wetland boundaries, drainage patterns, erosion, etc.) were noted. In brief, the site is dominated by several small wetlands, moderate to high quality woodlands, restored prairie, and maintained formal gardens. Steep slopes were observed along the western edge of the site and in the northern portion of the site to the west of School Lake.

Findings

Ecological Context

According to Minnesota's Ecological Classification System, the site is located in Minnesota's Big Woods Subsection of the Minnesota & NE Iowa Morainal Section, of the Eastern Broadleaf Forest Province. The site is within the Long Lake Creek sub-watershed, which drains into Lake Minnetonka (several bays of which are listed by the MPCA as "impaired"), then into the Minnehaha Creek and eventually the Mississippi River. Moderate slopes (<18%) exist in the northern portion of the site. Site soils consist of a variety of upland and wetland (i.e., hydric) soils, ranging from well drained to very poorly drained. Pockets of poorly drained soil are mapped throughout the site and are associated with the wetland areas. Prior to European settlement, the majority of the site was dominated by Big Woods (e.g., oak, maple, basswood, hickory, elm). Some of this original land cover type remains on the site. The southwestern portion of the site contains a 6-acre tamarack swamp, fringed by 12-acres of black ash swamp. The other 6 acres of wetland on site are dominated by narrow-leaf cattail and reed canary grass. The northern and western portions of the site include nearly 22-acres of maple-basswood forest.

Regional Ecological Significance

Remnant tamarack and black ash swamps and maple-basswood forests have been noted on the site and create a resource corridor between Minnesota County Biological Survey-identified mesic oak forest and maple-basswood forest to the northeast and a large minerotrophic tamarack swamp complex to the south. A Hennepin County Environmental Services report identified a one-acre nearly pure silver maple stand, a 14-acre maple basswood remnant, and an 11-acre tamarack wetland complex. Conifer swamps are a sensitive wetland type, susceptible to degradation resulting from invasive species, stormwater runoff, and hydrologic alterations.

The property has been identified as a conservation priority in numerous plans and studies, including the following:

1. City of Medina Natural Resources Inventory: most of the property is identified as an Ecologically Significant Natural Area.
2. Medina Open Space Plan: property and its natural areas are called out as Priority Areas
3. Minnesota Department of Natural Resources Regionally Significant Terrestrial and Wetland Ecological Areas: property is part of a large complex identified as "Regionally

Significant” by the MN DNR. Along with Baker Park and areas to the immediate north, it is one of a few large terrestrial and wetland complexes remaining in Hennepin County.

4. Minnehaha Creek Watershed District Comprehensive Water Resources Management Plan: property is identified as part of a District Conservation Priority of the Long Lake Subwatershed Plan, which is part of an important conservation corridor extending to the Wolsfeld Woods Scientific and Natural Area.
5. Hennepin Environmental Services: property is part of a conceptual greenway corridor system proposed by Hennepin County in 2008.

The broader landscape includes a significant natural resource corridor that includes School Lake to the northeast and Baker Park Reserve to the west and southwest, and a larger tamarack swamp complex to the south.

Cultural/Historical/Scenic Significance

The Minnesota State Historic Preservation Office (SHPO) database search did not identify cultural/historical resources on the site. Currently, there is only one home on the site, the residence of the property owner at 2700 Parkview Drive. Approximately 8 acres of the property has been developed into extensive formal gardens maintained by the property owner. Prior to Mr. Marx purchasing the property, the northernmost parcel was the site of a hog farm, which caused significant soil disturbance. Mr. Marx has completed restoration of this area, which is now the site of an apple orchard and restored prairie.

Aerial Photograph Review

The earliest available aerial photograph of the site is from September 1937. The photo shows an area on the northern portion of the site in row crop agriculture. The wetland complex around Miller Lake at the southern extent of the property is a mix of herbaceous vegetation with presumably tamarack and black ash in the center. School Lake appears to have no open water. A photo from 1957 shows that the area was likely dredged to create open water. Between the aerial photo year of 1937 and 1960, the farm site on the northern portion of the site was established. A review of more recent aerial photos from the early 1960s indicates that portions of the site consisted of row crop agricultural fields until around 1960-1962. The tamarack swamp and several apparent lowlands and drainageways were not cultivated. A wetland in the center of the site appears to have been expanded and deepened around 1967 and again in 2000, but has begun to fill in with cattails over the last 17 years. The formal gardens were installed in the early 2000s.

Agricultural Records

Prior to the Marx’s purchase of the property in 1998-1999, the northern portions of the property served as a 400 animal hog farm, which caused significant soil disturbance, damage to School Lake’s vegetative buffer, and significant pollution to School Lake. In 2000, the Marx’s contracted with Ron Bowen, former president of Prairie Restorations, and restored approximately seven acres of prairie at a cost of \$20,000 plus annual maintenance. There is also a 130-tree apple orchard the Marx’s planted on the northern end of the property.

In 2000, Mr. Marx put the entire 43 acre north parcel into the status of Agricultural Preserve. The initial mandatory term was eight years, and Mr. Marx renewed its status for an additional eight years that expired in 2016. During that time Mr. Marx continued to improve the quality of the land by extensive cleaning up debris from the previous forty-five years of animal farming, quality planting and maintenance. The land produced forage and crops of apples.

Land Cover & Wetlands

The Minnesota Land Cover Classification System (MLCCS) was developed in the late 1990s but was not released until approximately 2001. The City of Medina was one of the first areas mapped as part of the pilot program, with MLCCS field work conducted in 1999 and updated in 2008. This land cover mapping identified existing site features such as the maple-basswood forest dominating the western portion of the site, the tamarack and black ash swamp in the south, box elder-green ash forest, areas of seasonally and permanently flooded non-native dominated emergent vegetation, palustrine open water, and mesic prairie. This mapping is reflective of the site's current land cover classifications.

In 2016, an approved wetland delineation of the entire site identified 9 wetlands totaling 41.58 acres. Of this wetland area, the tamarack swamp, the surrounding black ash and willow swamp, and the temporarily flooded emergent wetlands containing hybrid and narrow-leaf cattail and reed canary grass combine for 15.75 acres total. All of these wetlands are in the southern portion of the site. Another 14.13 acres of wetland are adjacent to School Lake. Several smaller wetlands were delineated in the eastern portion of the site, south of School Lake.

The remaining acreage of the property includes 15.05 acres of steep slopes or non-buildable land and 28.76 acres of buildable land, 11.77 acres of which will be placed in conservation easement. In total, 67.9 acres of natural resource lands will be placed in conservation easement (75.65% of the entire property).

CONSERVATION DESIGN OF SCHOOL LAKE PRESERVE

Development Layout

The conservation design approach described in the Introduction was applied to the Marx site. The development team (including Mark Gronberg, Michael Pressman, Kent Williams, and Wally Marx) worked together to identify and respond to the site's unique attributes and sensitive natural features. Primary and secondary Conservation Areas were identified along with appropriate ecological buffers, and ecological corridors/connections. These Conservation Areas were avoided to the extent feasible when siting roads and residential lots, and they have been thoughtfully integrated into the development's design, establishing a connected network of predominantly native landscapes. Buffer averaging to allow minor impacts to buffers of low quality, small wetlands were favored over disturbance to high quality oak stands, a forest condition that is not quickly or easily replicated.

The Marx site design also followed the Better Site Design/Low Impact Development (LID) practices of the Minnesota Stormwater Manual from the Minnesota Pollution Control Agency

(MPCA). The Marx conservation development design incorporated all of the MPCA's "better site design techniques" listed below, except where noted:

- Preserve natural areas
- Natural area conservation
- Site reforestation
- Wetland and shoreline buffers
- Open space design
- Disconnect and distribute runoff
- Soil compost amendments (these may be incorporated into final design of stormwater management elements)
- Disconnect surface impervious cover
- Grass channels
- Stormwater landscaping
- Narrower roadways where possible
- Reduce impervious cover in site design
- Narrower sidewalks (no sidewalks are proposed; all trails will be natural surface)

Construction of the driveways and home areas of the proposed conservation development plan will remove 27 "significant trees" (as defined by the City of Medina's tree preservation ordinance) out of an estimated 4,136 "significant trees" on the property. Additional limited tree clearing is provided for below pursuant to the below section entitled Land Protection Methods and Schedule, to allow views of the lake from the homes while keeping the shoreline integrity and providing visual screening of the homes from other parts of School Lake. The plan strives to preserve and buffer the existing maple-basswood forest at the west edge of the site. Development is clustered on the perimeter of the property away from the sensitive ecological features of the tamarack and black ash swamps.

Grading and Ecological Stormwater Management

Site grading and disturbance has been minimized to the extent feasible, retaining natural drainage patterns. The design team has capitalized on opportunities for ecological stormwater management in order to minimize runoff.

Because of the siting of homes on Block 1, Lots 1&2 on the plateau off of County Road 201, any impact of stormwater drainage from that which currently exists should be minimal. Also, due to the small size of the building lots, and given their locations, any impact of stormwater drainage from that which currently exists should also be minimal. Necessary stormwater management will be addressed through stormwater ponds, rain gardens, and infiltration or filtration areas.

Cultural Amenities & Access

As noted in the walking trail easement exhibit attached as Exhibit D, a public access trail is proposed to be built, and an easement granted to the City for walking use only, with an entrance just north of the existing Marx driveway near the Old Growth Woods, heading east-northeast along the driveway and then northeast into Outlot C and heading on toward School Lake, circling in a loop, and then connecting back to the original trail. The City currently intends to secure the easement for this access but not develop it until a later date. The public access trail shall be configured so that it does not interfere with the existing private horse trail. In addition, the City shall be granted a general east-west easement for a second public access trail shown on Exhibit D which will link trails to the east and west, with one possible route indicated on Exhibit D.

An existing private horse trail will be retained for private use and dedicated to a third party via a private easement for access and maintenance. The current trail alignment extends through the property along the shoreline of School Lake and continues around the lake through neighboring properties. This alignment is shown on Exhibit D.

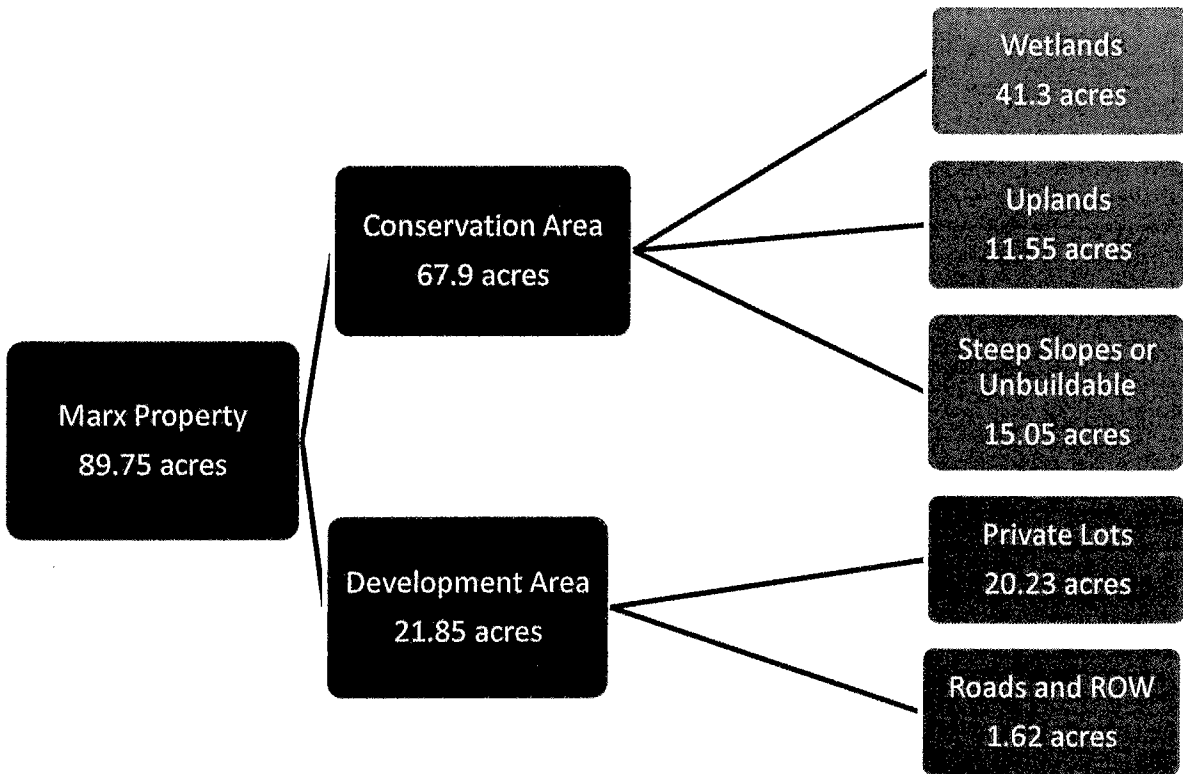
The site has very little frontage on the adjacent scenic roadway to the west (Parkview Drive), and is not highly visible from adjacent properties. Planned lots have been positioned to provide screening between homes on the site and existing homes on Parkview Drive and on School Lake. The site does contain significant topographic changes, given the slopes above School Lake and on the western edge of the site. Siting and existing tree cover on the property will make structures, at most, only intermittently visible from the surroundings.

OWNERSHIP, CONSERVATION OBJECTIVES & LAND PROTECTION

Marx Property Land Allocation

The Marx Property Final Plat, attached as Exhibit C, addresses an 89.75-acre Conservation Design Subdivision. The proposed development plan calls for Development Areas including the private lots and roadways and Conservation Areas, as illustrated in Figure 1 below.

Figure 1. School Lake Preserve Land Allocation



Development Area

Areas not included in the Land Stewardship Plan

The Marx Property’s approximately 21.85 acres of Development Area includes roads, rights-of-way (ROW), and private lots. Mr. Marx shall retain ownership of all private roads with necessary rights-of-way provided to the homeowners, the District, and the City, as appropriate. Private lots will be owned and maintained by Mr. Marx until the lots are purchased by homeowners.

City Park Land Dedication

The City will be granted easements to construct and maintain two pedestrian public trails within the Conservation Area and the corresponding acreage is included within the Conservation Area identified in Figure C. Acreage associated with public and semi-private trails are as follows:

Semi-Private Horse Trail	= 2050 LF x 8 FT	= 16,400 SF
Public Walking Trail	= 1460 LF x 24 FT	= 35,040 SF
Public East-West Trail	= 2220 LF x 24 FT	= 53,280 SF
 Total Trail Area within Conservation Area	 = 104,720 SF	 = 2.40 Acres

Conservation Area

The City of Medina defines **Conservation Area** as:

Designated land within a Conservation Design Subdivision that contributes towards achievement of one or more of the conservation objectives. A Conservation Easement is placed on Conservation Areas to permanently restrict the Conservation Area from future development. Conservation Areas may be used for preservation of ecological resources, habitat corridors, passive recreation, and for pasture, hay cropping and other low impact agricultural uses.

And, the City of Medina defines **Conservation Easement** as:

As defined in Minnesota Statutes, Chapter 84C: A nonpossessory interest of a holder in real property imposing limitations or affirmative obligations the purposes of which include retaining or protecting natural, scenic, or open-space values of real property, assuring its availability for agricultural, forest, recreational, or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural, archaeological, or cultural aspects of real property.

The approximately 67.9 acres of Conservation Area (CA) in the subdivision will be protected under a Conservation Easement that will be held by the Minnehaha Creek Watershed District (MCWD), with individual lot owners retaining underlying fee ownership of specific outlots in the CA. This area is discussed below in terms of ownership, objectives, proposed restoration/enhancement, land protection methods, scheduling, funding, and enforcement.

Ownership & Objectives

The Conservation Areas will be transferred to future lot owners as individual outlots with conservation easements. The boundaries of these areas will be marked clearly in the field with permanent MCWD conservation easement signage. Adjoining easement outlots will be marked with permanent MCWD conservation easement signage along their shared boundaries. The overarching objective for the CA is to retain or improve the existing natural resource values and ecosystem functions of these areas.

Land Protection Methods & Schedule

The conservation easement (“Easement”) protects the CA. The MCWD is the Easement holder. The MCWD, at its own cost, will inspect the CA at least annually for compliance. Fee owners will be responsible for the reasonable cost of additional MCWD inspection activity prompted by compliance issues.

The Easement includes a Property Report, which documents CA conditions at the time of Easement recording. The MCWD will document conditions observed during annual inspections such as natural disturbance, spread of invasive species, and areas of erosion, and will detail both required and recommended corrections. The MCWD will provide, at least, an annual inspection report to the fee owners.

Fee owner disturbance of the CA is as allowed by the Easement in specific, limited circumstances. A fee owner must restore any area of disturbance by decompacting and/or amending soils to restore prior soil structure and seeding with an appropriate seed mix (Exhibit A) to reproduce preexisting cover type and density. A fee owner will maintain seeded area with mowing during the first growing season, early and late season mowing with targeted spot herbicide applications during the second growing season, and targeted spot herbicide applications during the third growing season. All fee owner actions under this paragraph are at the fee owner's cost.

In addition to disturbance allowed under the Easement, in conjunction with initial house construction, the fee owners of Block 1, Lots 1 and 2 and Block 2, Lots 1 and 2 may remove trees in accordance with a tree removal and site stabilization plan approved by the MCWD and in accordance with the City of Medina Tree Management Code. The purpose of tree removal is to provide for a reasonable lake view from the house and lake access, while preserving as much of the existing extent of naturalized shoreline view from the lake as possible. The fee owner will timely contact the MCWD during house design for an on-site meeting to develop this plan. The plan will conform to the constraints contained in the following table. The MCWD may prescribe such other reasonable conditions to protect slope and riparian edge stability, water quality buffering function, and riparian habitat.

Tree Type	Allowable Actions	Replacement Required
Invasive Species (buckthorn, Japanese honeysuckle)	Remove all anywhere on the property. Treat cut stumps with herbicide.	No, unless threat of erosion is present.
Saplings under 4" DBH	Ongoing removal as necessary to maintain lake views. Treat cut stumps with herbicide.	No, unless threat of erosion is present.
Trees between 4" DBH and 8" DBH	Remove up to 10% per outlot to provide lake view and access. Treat cut stumps with herbicide.	No, unless threat of erosion is present.
Trees over 8" DBH	Remove up to 5% per outlot to provide lake view and access. Treat cut stumps with herbicide.	Yes, elsewhere in the shoreline area. Replacement trees to be of at least #10 pot size.

After initial removal, non-lethal trimming of remaining trees and removal of new tree growth are permitted to maintain the established view and access.

Docks and aquatic vegetation management will be allowed subject to City and State regulations and permitting requirements. If needed to provide lake access, a single mowed path shall be established through the conservation area to each dock that shall not exceed 8 feet in width at any point and shall not exceed 4 feet in width at any point in the wetland buffer. The mowed paths are allowed to provide direct access to School Lake from Lot 1, Block 1, Lot 2, Block 1, Lot 1, Block 2, and Lot 2, Block 2 only.

Perpetual Management

This section describes CA management by fee owners after initial construction and restoration. Perpetual management is essential to maintain the composition, structure, and function of healthy ecosystems throughout the CA. The guiding principle in response to alterations due to natural events is not to restore to the initial condition but to maintain the CA in a condition that preserves a healthy ecological condition consistent with the Conservation Values but reflecting natural adaptation. Perpetual management activities will include:

- Areas of significant erosion causing or that may cause soil loss, vegetation loss, destabilized slopes, water quality issues, or soil movement will be stabilized. The following table identifies favored corrective approaches.

Erosion Type	Potential Corrections
Sheet erosion on relatively flat area	Erosion control blanket, seed, hydroseed, silt socks
Rill erosion on flat or sloped area	Bio-rolls or coir logs, check dams, planting by seed, hydroseed, potted plants, live stakes
Slope erosion	Erosion control blanket or coir blanket, planting by seed, plants, live stakes
Shoreline erosion	Bio-rolls or coir logs, planting by potted plants, live stakes

- Blowdown or windthrow in woodland areas is to be evaluated based on the specific area, extent, and density of downed trees and the conservation values of the affected area. Retention of dead, dying, and downed trees and limbs provide important habitat features and coarse woody debris that is essential to the health of forest ecosystems. Allowing deadwood to accumulate with the forested areas supports floral and faunal habitat, water retention, and nutrient cycling. Downed trees will be removed if they pose a safety risk. Woodland areas will be inspected to determine need for removal for fire prevention and need for restoration. Additional selected removal of downed trees and limbs will be approved on a case-by-case basis.

- Areas with vegetation loss due to wildfire will be evaluated for regeneration potential and need for remediation. Woodland areas with dense shade and steep slopes will be re-seeded with appropriate seed mixes (see Exhibit A) and protected with erosion control materials.
- Restored prairie as delineated on Exhibit B: annual control of herbaceous invasive vegetation with mowing and spot herbicide treatments, prescribed burning, or haying.
- Woodlands as delineated on Exhibit B: targeted management of woodland areas where invasive woody plants have been previously managed as of the date of the easement; control of woody invasive plants by cutting and herbicide treatments in these specific areas.
- Woodlands and wetlands: remedial or enhancement seeding or planting in areas where invasive plants have previously been controlled as of the date of the easement as delineated on Exhibit E. Remedial or enhancement plantings along the School Lake shoreline where less desirable trees and shrubs are thinned.
- Wetland buffers: annual control of herbaceous invasive vegetation with spot mowing and spot herbicide treatments within wetland buffers as delineated on Exhibit E. Remedial planting where invasive removal has created bare areas greater than 10 square feet. Wetland buffer signage shall be installed consistent with MCWD wetland buffer rules. This is in addition to the conservation easement area signage to be installed by MCWD.
- Monitoring and reporting: landowner(s) or their ecologists and land management contractors to supply management activity reports to easement holder.

Covenants associated with the development provide for the collection of annual dues and assessments for conservation maintenance. By June 15 of each year, the MCWD will provide the HOA with a report that, on the basis of MCWD inspection, describes annual HOA management pursuant to this section. By July 30, the HOA will supply a proposed work scope for MCWD concurrence, which the MCWD will not unreasonably withhold. The MCWD will advise the HOA on its concurrence within 14 business days of receipt. The cost of the proposed scope of work shall not exceed the total amount of dues collected under the HOA's general assessment authority for the year in which the proposed scope of work is provided. If work under an approved scope has not been completed by September 20, the MCWD may request that the City assess the scope cost as provided in the Easement, may retain a contractor to perform the work at an appropriate time, and may receive the assessed funds from the City. If the fee owners have not established one or more approved scopes encompassing the entire CA, the MCWD may retain a contractor to perform a scope for the entire CA based on its report and may request that the City assess the reasonable cost of that scope.

Land Protection Enforcement

Because the CA will be protected by the Easement, the MCWD will monitor conformance to the Easement and inform the HOA of all violations and any required actions to resolve any issues. If, after being so informed, the fee owner fails to conform to the Easement within a reasonable period of time, the City or the MCWD, independently or together, may serve written notice on the fee owner stating the alleged violation, the corrections required and a reasonable time within which the corrections shall be made. If the fee owner fails to comply within the time specified, or such other time as the MCWD, City and fee owner may agree, the City and/or the MCWD may enter the premises and take corrective action as needed to attain compliance. The reasonable costs of enforcement and corrective action by the City and the MCWD, including reasonable attorney costs, may be assessed against the residential property associated with the compliance issue in accordance with the Easement. Any assessment (including any portion of an assessment) made hereunder may be challenged in a legal action, with the attorney's fees and costs of such challenge to be awarded to the prevailing party.

CONCLUSION

The proposed School Lake Nature Preserve complies with the City of Medina's Conservation Design District requirements and will serve as a model for future conservation developments in the City and region. The implementation and perpetual management of the project—as protected by the MCWD-held Conservation Easement—will result in a high quality development in which thoughtfully-planned home sites and enhanced ecological functions all work together and create a beautiful, livable place.

OWNERS

By: _____
Wallace Marx

Date: _____

And: _____
Bridget Marx

Date: _____

MINNEHAHA CREEK WATERSHED DISTRICT

By: _____
President Sherry Davis-White

Date: _____

**EXHIBIT H TO
CONSERVATION DESIGN-PLANNED UNIT DEVELOPMENT AGREEMENT**

FORM OF TRAIL EASEMENT

TRAIL EASEMENT

THIS INSTRUMENT is made by School Lake Nature Preserve, LLC, a Minnesota limited liability company (“Grantor”), in favor of the city of Medina, a Minnesota municipal corporation (“Grantee”).

Recitals

- A. Grantor is the fee owner of the property located in Hennepin County, Minnesota and legally described on Exhibit A attached hereto (the “Property”).
- B. Grantor desires to grant to the Grantee a trail easement, according to the terms and conditions contained herein.
- C. The easement is legally described in Exhibit B attached hereto. The easement is depicted in Exhibit C attached hereto.

Terms of Easements

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee a perpetual, non-exclusive easement for trail purposes over, under, across and through the portion of the Property legally described in Exhibit B attached hereto.
2. Scope of Easement. The perpetual easement for trail purposes granted herein includes the right of the Grantee, its contractors, agents, and employees to locate, construct, operate, maintain, alter and repair trail facilities within the described easement area. Any trail constructed pursuant to this easement shall be for pedestrian use only,

shall have a grass, woodchip or paved surface, and shall be no more than an average of eight feet and a maximum of ten feet in width, within the alignments indicated in Exhibit B, attached hereto and incorporated herein. This agreement shall not restrict motorized access to the easement area for law enforcement, maintenance or other public health or safety purposes.

3. The easement granted herein also includes the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns. Notwithstanding the above, construction-phase disturbance outside of the trail width shall be minimized, and the Grantee shall restore any such disturbed soils and vegetation in a manner satisfactory to the Minnehaha Creek Watershed District.

4. Warranty of Title. The Grantor warrants it is the owner of the Property and has the right, title and capacity to convey to the Grantee the easement herein.

5. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

6. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

* * * * *

STATE DEED TAX DUE HEREON: NONE

Dated this ____ day of _____, 2018.

SCHOOL LAKE NATURE PRESERVE, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2018,
by _____, the _____ of School Lake Nature Preserve, LLC, a
Minnesota limited liability company, on behalf of the company.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

**EXHIBIT A TO
TRAIL EASEMENT**

The Property is legally described as follows:

Outlots C, I, J, K, G and Lots 1 and 2, Block 3; and

Outlots B, C and I,

All in School Lake Nature Preserve, Hennepin County, Minnesota.

**EXHIBIT B TO
TRAIL EASEMENT**

LEGAL DESCRIPTION
FOR AN EAST-WEST TRAIL EASEMENT
IN OUTLOTS C, I, J, K, G & IN LOTS 1 & 2, BLOCK 3
SCHOOL LAKE NATURE PRESERVE
HENNEPIN COUNTY, MINNEAPOTA

A 24 foot wide easement for trail purposes over, under and across those parts of Outlots C, I, J, K and G and Lots 1 and 2, Block 3, School Lake Nature Preserve, which lie within 12 feet on each side of the following described centerline: Commencing at the most Easterly corner of said Outlot I; thence on an assumed bearing of North 36 degrees 54 minutes 22 seconds West along the Northeasterly line of said Outlot I a distance of 92.36 feet to an angle point in said Northeasterly line; thence North 73 degrees 51 minutes 11 seconds West along said Northeasterly line a distance of 33.51 feet to "Point A"; thence North 9 degrees 24 minutes 59 seconds East a distance of 115.75 feet to the point of beginning of said centerline; thence South 9 degrees 24 minutes 59 seconds West a distance of 115.75 feet to said "Point A"; thence South 23 degrees West a distance of 39.50 feet; thence Southerly 44.51 feet along a tangential curve concave to the east having a radius of 150.00 feet and a central angle of 17 degrees; thence South 6 degrees West tangent to last said curve a distance of 32.21 feet; thence Southerly 51.92 feet along a tangential curve concave to the east having a radius of 85.00 feet and a central angle of 35 degrees; thence South 29 degrees East tangent to said last described curve a distance of 56.06 feet; thence South 25 degrees East a distance of 299.31 feet; thence Southeasterly 130.90 feet along a tangential curve concave to the northeast having a radius of 250.00 feet and a central angle of 30 degrees; thence South 55 degrees East tangent to last said curve a distance of 36.42 feet; thence Southeasterly 116.06 feet along a tangential curve concave to the southwest having a radius of 350.00 feet and a central angle of 19 degrees; thence South 36 degrees East tangent to last said curve a distance of 134.22 feet; thence South 32 degrees East a distance of 141.43 feet; thence South 39 degrees East a distance of 76.60 feet; thence easterly 87.38 feet along a tangential curve concave to the north having a radius of 100.00 feet and a central angle of 50 degrees 03 minutes 53 seconds; thence South 89 degrees 03 minutes 53 seconds East tangent to last said curve a distance of 267.00 feet; thence northeasterly 122.06 feet along a tangential curve concave to the northwest having a radius of 100.00 feet and a central angle of 69 degrees 56 minutes 07 seconds; thence North 21 degrees East tangent to last said curve a distance of 31.38 feet; thence northeasterly, easterly and southeasterly 259.98 feet along a tangential curve concave to the south having a radius of 133 degrees; thence South 26 degrees East tangent to last said curve a distance of 39.86 feet; thence South 67 degrees 49 minutes 14 seconds East a distance of 28.24 feet; thence South 80 degrees 45 minutes 02 seconds East a distance of 128.23 feet to the east line of said Outlot G, and said centerline there ending.

AND

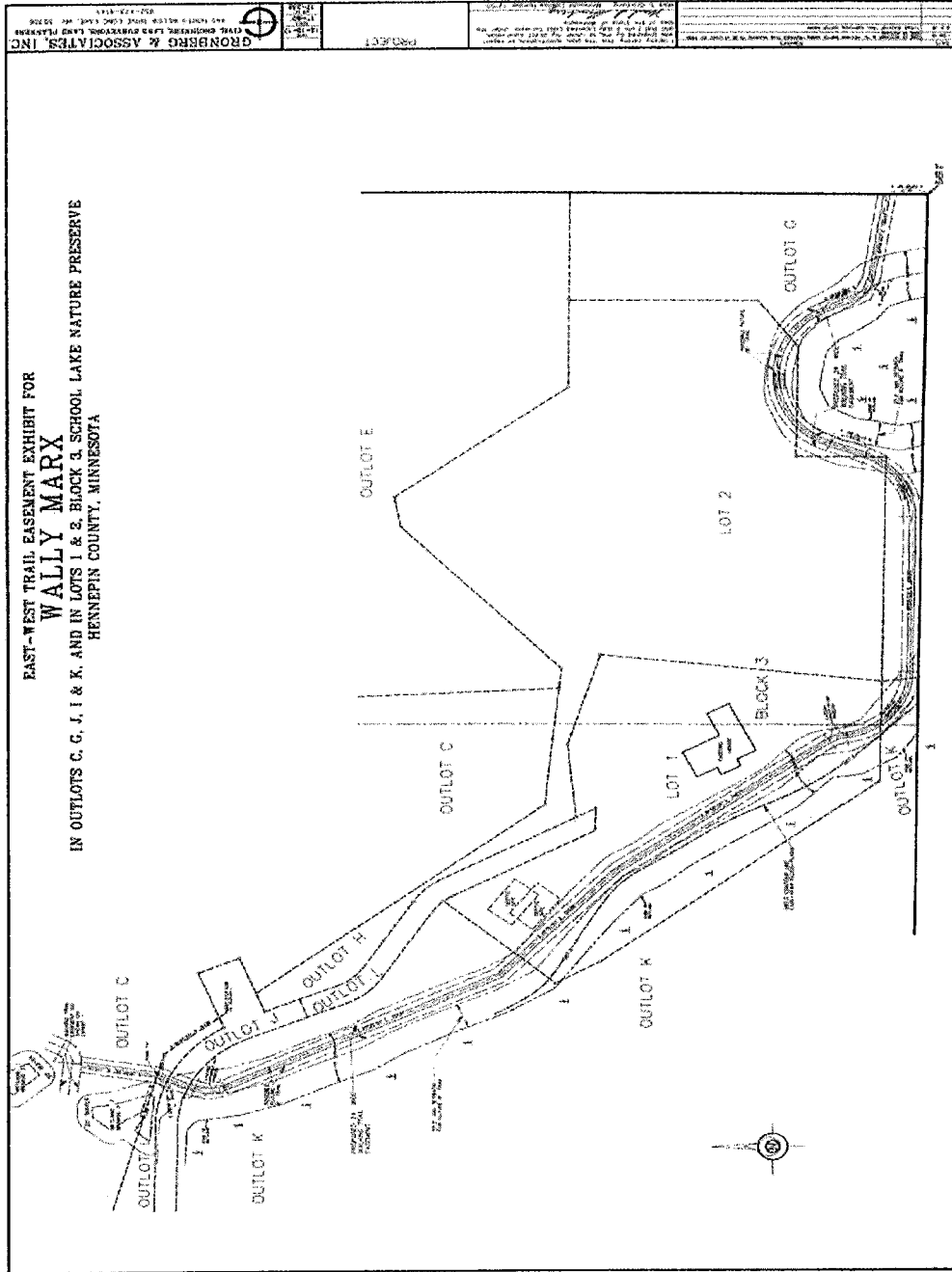
LEGAL DESCRIPTION
FOR A WALKING TRAIL EASEMENT
IN OUTLOTS B, C & I, SCHOOL LAKES NATURE PRESERVE
HENNEPIN COUNTY, MINNESOTA

A 24 foot wide easement for a walking trail over, under and across those parts of Outlots B, C & I, School Lake Nature Preserve, which lie within 12 feet on each side of the following described centerline: Commencing at the northwest corner of said Outlot I; thence on an assumed bearing of South 0 degrees 20 minutes 01 seconds West along the west line of said Outlot I a distance of 71.32 feet to the point of beginning of said centerline; thence South 84 degrees 26 minutes 13 seconds East a distance of 35.97 feet; thence North 87 degrees 46 minutes 57 seconds East a distance of 73.01 feet; thence North 68 degrees 41 minutes 13 seconds East a distance of 91.23 feet; thence North 53 degrees 45 minutes 15 seconds East a distance of 57.59 feet; thence Northeasterly 41.59 feet along a tangential curve concave to the northwest having a radius of 150.00 feet and a central angle of 15 degrees 53 minutes 17 seconds to a point of reverse curve; thence Northeasterly 122.64 feet along said reverse curve having a radius of 190.00 feet and a central angle of 36 degrees 59 minutes 00 seconds to a point of compound curve; thence Easterly 113.80 feet along a tangential curve concave to the south having a radius 730.83 feet and a central angle of 8 degrees 55 minutes 18 seconds to a point of reverse curve; thence Northeasterly 81.99 feet along said reverse curve having a radius of 170.33 feet and a central angle of 27 degrees 34 minutes 43 seconds to a point of compound curve, said point being referred to as "Point A"; thence Northeasterly 34.20 feet along a tangential curve concave to the Northwest having a radius of 50.00 feet and a central angle of 39 degrees 11 minutes 32 minutes; thence North 17 degrees East tangent to last said curve a distance of 75.40 feet; thence Northeasterly 36.12 feet along a tangential curve concave to the Southeast having a radius of 50.00 feet and a central angle of 41 degrees 23 minutes 33 seconds; thence North 58 degrees 23 minutes 33 seconds East tangent to said last described curve a distance of 29.50 feet; thence Northeasterly 24.53 feet along a tangential curve concave to the Northwest having a radius of 75.00 feet and a central angle of 18 degrees 44 minutes 30 seconds; thence North 39 degrees 39 minutes 03 seconds East tangent to said last described curve a distance of 46.30 feet; thence Northeasterly 45.58 feet along a tangential curve concave to the Southeast having a radius of 99.58 feet and a central angle of 27 degrees 57 minutes 13 seconds to a point of compound curve; thence Easterly 60.24 feet along a tangential curve concave to the south having a radius of 40.00 feet and a central angle of 86 degrees 17 minutes 15 seconds to a point of compound curve; thence Southerly 96.23 feet along a tangential curve concave to the west having a radius of 285.90 feet and a central angle of 19 degrees 17 minutes 04 seconds to a point of compound curve; thence Southerly 43.29 feet along a tangential curve concave to the west having a radius of 75.00 feet and a central angle of 33 degrees 04 minutes 25 seconds; thence South 26 degrees 15 minutes 01 seconds West tangent to said last described curve a distance of 30.73 feet; thence westerly 30.43 feet along a tangential curve concave to the north having a radius of 25.00 feet

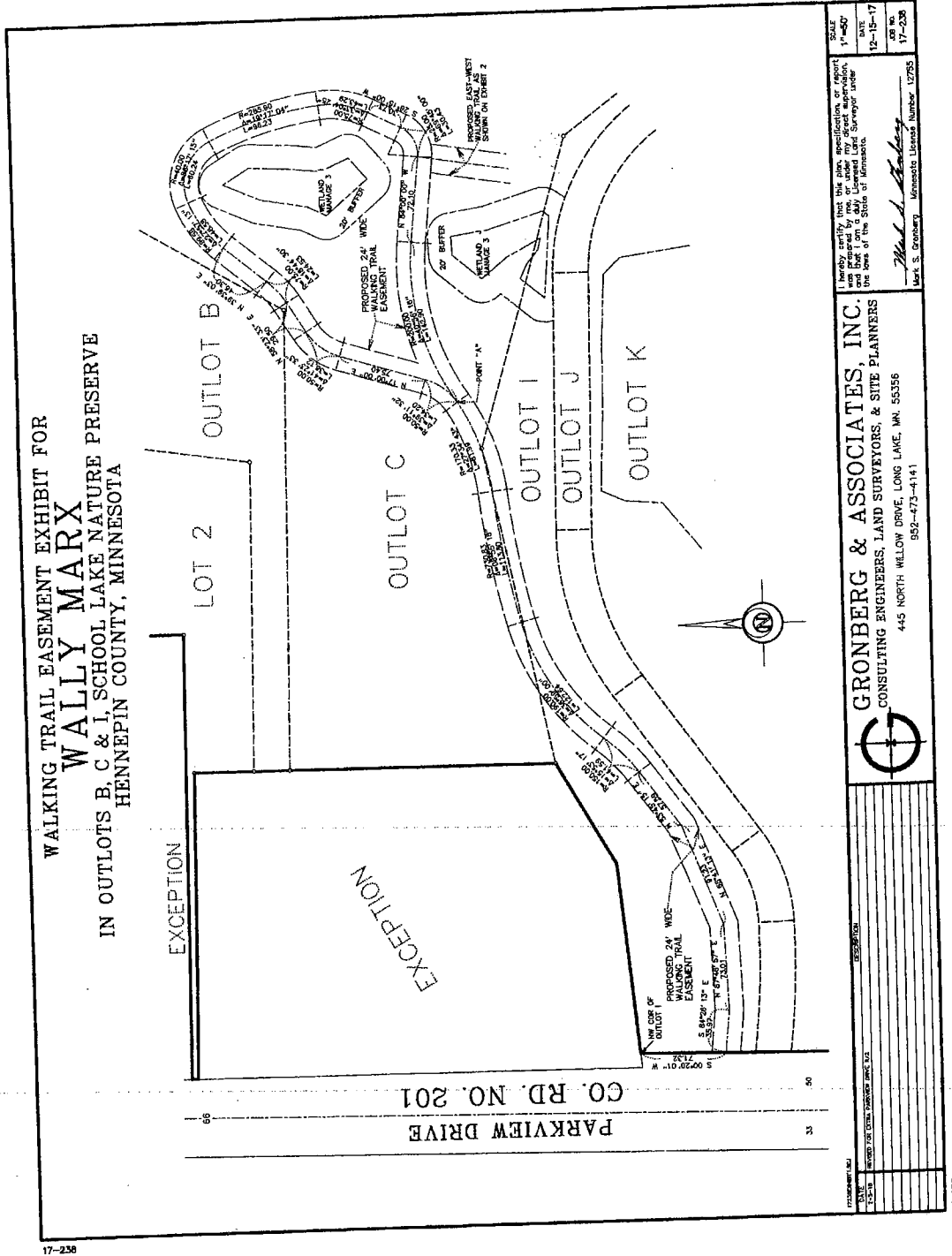
and a central angle of 69 degrees 44 minutes 59 seconds; thence North 84 degrees West tangent to said last described curve a distance of 72.10 feet; thence westerly 142.90 feet along a tangential curve concave to the south having a radius of 200.00 feet and a central angle of 40 degrees 56 minutes 16 seconds to a point 0.99 feet northeasterly from said "Point A" and said centerline there ending.

EXHIBIT C TO TRAIL EASEMENT

Depiction of East-West Trail Easement



Depiction of Walking Trail Easement



<p>GRONBERG & ASSOCIATES, INC. CONSULTING ENGINEERS, LAND SURVEYORS, & SITE PLANNERS 445 NORTH WELLOW DRIVE, LONG LAKE, MN. 55356 952-472-4141</p>	<p>SCALE: AS SHOWN 1"=50' DATE: 12-15-17 JOB NO: 17-236</p> <p>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 Land Surveyor under the laws of the State of Minnesota.</p> <p style="text-align: right;"><i>Mark S. Gronberg</i> Mark S. Gronberg, Minnesota License Number 12795</p>
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**EXHIBIT I TO
CONSERVATION DESIGN-PLANNED UNIT DEVELOPMENT AGREEMENT**

FORM OF TRAILHEAD AND ACCESS EASEMENT

TRAILHEAD AND ACCESS EASEMENT

THIS INSTRUMENT is made by School Lake Nature Preserve, LLC, a Minnesota limited liability company ("Grantor"), in favor of the city of Medina, a Minnesota municipal corporation ("Grantee").

Recitals

- A. Grantor is the fee owner of the property located in Hennepin County, Minnesota and legally described on Exhibit A attached hereto (the "Property").
- B. Grantor desires to grant to the Grantee trailhead and access easements, according to the terms and conditions contained herein.
- C. The easements are legally described in Exhibit B-1 and B-2 attached hereto. The easements are depicted in Exhibits C-1 and C-2 attached hereto.

Terms of Easements

1. Grant of Easements. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee a perpetual, non-exclusive easement for trailhead purposes over, under, across and through the portion of the Property legally described in Exhibit B-1 attached hereto and a perpetual, non-exclusive easement for access to and from the trailhead parking area over, under, across and through the portion of the Property legally described in Exhibit B-2 attached hereto.
2. Scope of Easements. The perpetual easement for trailhead purposes granted herein includes the right of the Grantee, its contractors, agents, and employees to locate,

construct, operate, maintain, alter and repair a small trailhead parking area within the described easement area. The access easement includes the right of access to the trailhead parking area from Parkview Drive over a portion of the private driveway constructed on Outlot J, School Lake Nature Preserve.

3. The trailhead easement granted herein also includes the right to cut, trim, or remove from the trailhead easement area trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

4. Warranty of Title. The Grantor warrants it is the owner of the Property and has the right, title and capacity to convey to the Grantee the easements herein.

5. Indemnification. The Grantee agrees to release, hold harmless, defend and indemnify the Grantor from any and all liabilities including, but not limited to, injury, losses, allegations, claims, actions, suits, demands, obligations, damages, settlements, judgments, costs, and expenses (without limitation attorneys fees and costs) which arise out of, relate to or result from any act or omission by the Grantee or any member of the public other than the Grantor or their invitees on any part of the Property.

6. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement areas or Property prior to the date of this instrument.

7. Temporary Construction Easement. The Grantor and Grantee have entered into that certain Conservation Design-Planned Unit Development Agreement dated _____, 2018 (the "Agreement"). Section 10 of the Agreement provides for Grantee to construct the trailhead parking improvements in the event Grantor does not do so. If Grantee constructs the trailhead parking improvements in accordance with the Agreement, Grantor hereby grants such temporary construction easement to Grantee as may be reasonably necessary to construct the trailhead parking improvements. Said temporary construction easement shall expire upon completion of the trailhead parking improvements or December 31, 2019, whichever occurs first.

8. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

* * * * *

STATE DEED TAX DUE HEREON: NONE

Dated this _____ day of _____, 2018.

SCHOOL LAKE NATURE PRESERVE, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ___ day of _____, 2018,
by _____, the _____ of School Lake Nature Preserve, LLC, a
Minnesota limited liability company, on behalf of the company.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

**EXHIBIT A TO
TRAILHEAD EASEMENT**

The Property is legally described as follows:

Outlots J and I, School Lake Nature Preserve, Hennepin County, Minnesota.

**EHIBIT B TO
TRAILHEAD EASEMENT**

The trailhead easement is legally described as follows:

**TRAILHEAD PARKING DESCRIPTION
FOR WALLY MARX
IN OUTLOTS I & J, SCHOOL LAKE NATURE PRESERVE
HENNEPIN COUNTY, MINNESOTA**

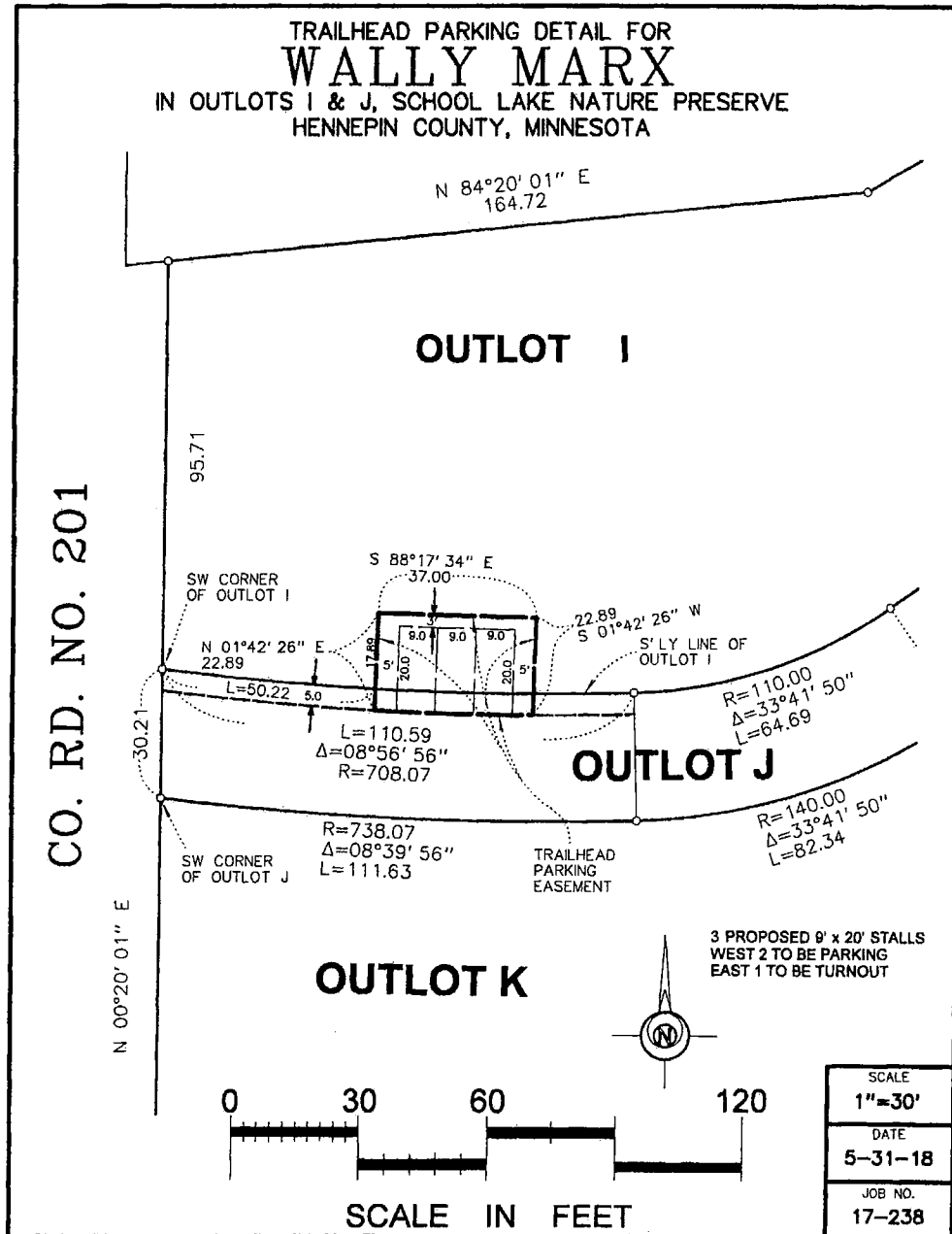
An easement for trailhead parking over, under and across that part of Outlot I, School Lake Nature Preserve, described as follows: Commencing at the Southwest corner of said Outlot I; thence easterly along the southerly line of said Outlot I a distance of 50.22 feet along a curve having a radius of 708.07 feet to the point of beginning of the easement being described; thence North 1 degree 42 minutes 26 seconds East (assuming the west line of said Outlot I has a bearing of North 0 degrees 20 minutes 01 seconds East) a distance of 17.89 feet; thence South 88 degrees 17 minutes 34 seconds East a distance of 37.00 feet; thence South 1 degrees 42 minutes 26 seconds West to said southerly line of Outlot I; thence westerly along said southerly line to the point of beginning. Also, over, under and across that part of the northerly 5.00 feet of Outlot J, School Lake Nature Preserve, which lies between the southerly extensions of the easterly and westerly lines of the above described easement.

TRAILHEAD ACCESS DESCRIPTION
FOR WALLY MARX
IN OUTLOT J, SCHOOL LAKE NATURE PRESERVE
HENNEPIN COUNTY, MINNESOTA

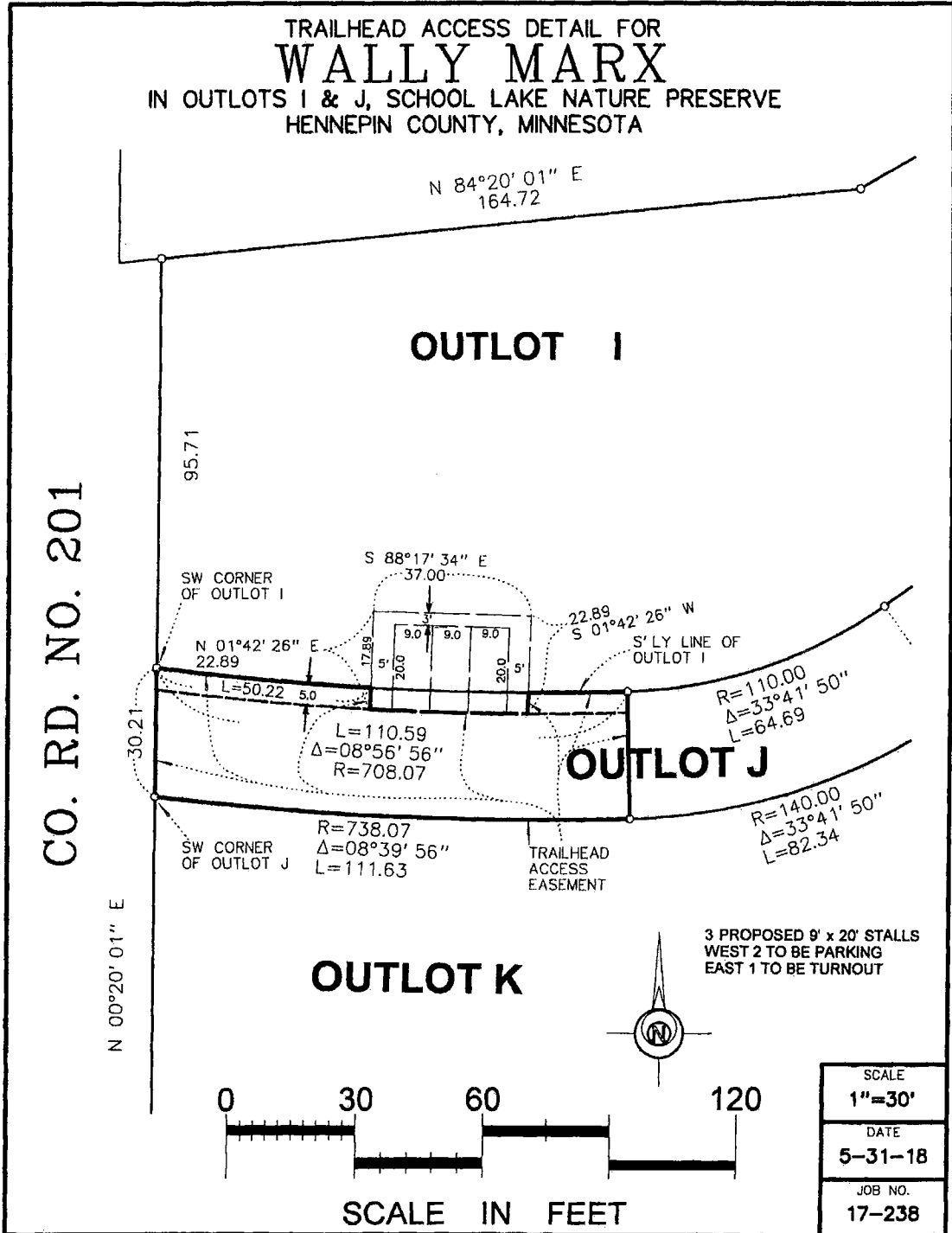
An easement for trailhead access over, under and across that part of Outlot J, School Lake Nature Preserve, which lies west of a line drawn from the point of compound curve on the southerly line of said Outlot J a distance of 111.63 feet easterly, as measured along said curve, from the southwest corner of said Outlot J, to the point of compound curve on the northerly line of said Outlot J a distance of 110.59 feet easterly, as measured along said curve, from the northwest corner of said Outlot J, except that part of the northerly 5.00 feet of said Outlot J which lies between the southerly extensions of the easterly and westerly lines of the following described property: That part of Outlot I, School Lake Nature Preserve, described as follows: Commencing at the Southwest corner of said Outlot I; thence easterly along the southerly line of said Outlot I a distance of 50.22 feet along a curve having a radius of 708.07 feet to the point of beginning of the property being described; thence North 1 degree 42 minutes 26 seconds East (assuming the west line of Outlot I has a bearing of North 0 degrees 20 minutes 01 seconds East) a distance of 17.89 feet; thence South 88 degrees 17 minutes 34 seconds East a distance of 37.00 feet; thence South 1 degrees 42 minutes 26 seconds West to said southerly line of Outlot I; thence westerly along said southerly line to the point of beginning.

**EXHIBIT C TO
TRAILHEAD EASEMENT**

The trailhead easement is depicted as follows:



TRAILHEAD ACCESS DETAIL FOR
WALLY MARX
 IN OUTLOTS I & J, SCHOOL LAKE NATURE PRESERVE
 HENNEPIN COUNTY, MINNESOTA





Doc No **A10571125**

Certified, filed and/or recorded on
Jul 12, 2018 2:48 PM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 71

Pkg ID 1711126C

Attested Copy or Duplicate Original

\$2.00

Document Recording Fee

\$46.00

Document Total

\$48.00

COPY

COPY

STORMWATER MAINTENANCE AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of the 5th day of JUNE, 2018, by and between the city of Medina, a Minnesota municipal corporation (the “City”), and School Lake Nature Preserve, LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the Developer is the fee owner of certain real property located in Hennepin County, Minnesota, legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, the City has obtained drainage and utility easements over portions of the Property as shown on the plat of School Lake Nature Preserve (the “Easement Areas”); and

WHEREAS, by a separate Conservation Design-Planned Unit Development Agreement (the “Development Agreement”), the Developer has agreed to construct and maintain certain stormwater facilities (the “Stormwater Improvements”) for the benefit of the Property; and

WHEREAS, the Stormwater Improvements which are the subject of this Agreement include rain gardens and related improvements. The Stormwater Improvements are depicted on Exhibit B attached hereto; and

WHEREAS, the Minnehaha Creek Watershed District requires permanent provisions for handling of runoff, including terms and conditions for operation and maintenance of all Stormwater Improvements, and requires such provisions to be set forth in an agreement to be recorded against the Property; and

WHEREAS, the City and the Developer intend to comply with certain conditions, including entering into a maintenance agreement regarding the Stormwater Improvements.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of the Stormwater Improvements. The Developer, for itself and its successor or assigns, agrees to maintain the Stormwater Improvements and observe all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Developer shall make periodic inspection and perform maintenance of the Stormwater Improvements as described in Exhibit C attached hereto. The Developer shall make all such scheduled inspections and maintenance, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property, which obligation shall be assigned to the HOA, as defined hereinafter, in accordance with section 7 of this Agreement.

2. City's Maintenance Rights. The City may maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Developer written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that Developer is making a good faith effort to complete said task. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right to enter upon the Easement Areas and such portions of the Property as may reasonably be necessary to gain access to the Easement Areas to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all reasonable staff time (at the applicable rates charged by the City to similarly situated parties), engineering and legal and other reasonable third party costs and expenses incurred by the City. If the Developer or its successors or assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Developer, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as determined by the city engineer, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Developer hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Developer's, or the Developer's agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement by Developer or Developer's Agents or Employees, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions, except to the extent of intentional or grossly negligent acts of the City,

its employees, agents and representatives. In the event the City, upon the failure of the Developer to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Developer shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Developer's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts of the City, its employees, agents and representatives.

4. Individual Stormwater Improvements. In addition to the Stormwater Improvements serving the Property generally to be constructed by the Developer and maintained by the HOA, it will be necessary to construct additional stormwater improvements on each of the six lots at the time of construction of the houses on the lots. These individual stormwater improvements will be constructed by the home builder or lot owner and will be maintained by the lot owner, not the HOA. Each lot owner shall have the same responsibilities and obligations with regard to maintenance of the stormwater improvements serving the owner's lot as the HOA has with regard to the common Stormwater Improvements. Likewise, the City shall have the same rights with regard to maintenance of the individual stormwater improvements as it does hereunder regarding the common Stormwater Improvements.

5. Costs of Enforcement. The Developer agrees to reimburse the City for all reasonable costs prudently incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees after providing written notice to Developer and a reasonable opportunity to cure.

6. Rights Not Exclusive. No right of the City under this Agreement shall be deemed to be exclusive and the City shall retain all rights and powers it may have under Minnesota Statutes, sections 444.16 to 444.21 to acquire, construct, reconstruct, extend, maintain and otherwise improve the Stormwater Improvements.

7. Notice. All notices required under this Agreement shall either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

- a) as to Developer: School Lake Nature Preserve, LLC
1632 Homestead Trail
Long Lake, MN 55356
- with a copy to: Kent Williams
Williams Law Firm
1632 Homestead Trail
Long Lake, MN 55356
- b) as to City: City of Medina
2052 County Road 24
Medina, MN 55340
ATTN: City Administrator

with a copy to:

Ronald H. Batty
Kennedy & Graven
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

8. Successors and Assigns. All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property. Notwithstanding the foregoing, upon creation of a homeowners' association for the Property (the "HOA") by an instrument in a form satisfactory to the City which assumes and agrees to perform the obligations and responsibilities of the Developer under this Agreement, the HOA shall be bound by all terms and conditions of this Agreement as if it were the original signatory hereto and the Developer, its successors and assigns, shall be released from all personal liability under this Agreement but the Property shall remain subject to the terms and conditions of this Agreement.

9. Effective Date. This Agreement shall be binding and effective as of the date first written above.

10. Governing Law. This Agreement shall be construed under the laws of Minnesota.

SCHOOL LAKE NATURE PRESERVE, LLC

By: Wallace More
Its: PRESIDENT

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 4th day of June, 2018,
by Wallace A. More the PRESIDENT of School Lake Nature Preserve, LLC, a
Minnesota limited liability company, on behalf of the company.

Linda Diane Lane
Notary Public



CITY OF MEDINA

By: Bob Mitchell
Bob Mitchell, Mayor

By: Scott T. Johnson
Scott T. Johnson
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 5 day of June, 2018, by Bob Mitchell and Scott T. Johnson, the mayor and the city administrator, respectively, of the city of Medina, a Minnesota municipal corporation, on behalf of the municipal corporation.

Jodi Marie Gallup
Notary Public



This instrument drafted by:
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

Please Return to:
Kennedy and Graven
Box 198

This Stormwater Maintenance Agreement is acknowledged and consented to by:

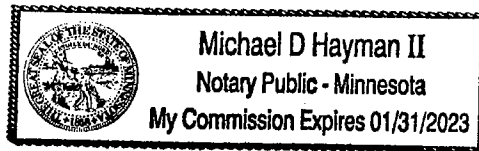
MINNEHAHA CREEK WATERSHED DISTRICT

By: Sherry Davis White

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 28th day of JUNE, 2018 by SHERRY DAVIS WHITE, the PRESIDENT of the Minnehaha Creek Watershed District, a WATERSHED DISTRICT under the laws of Minnesota, on behalf of the District.

Michael D Hayman II
Notary Public



**EXHIBIT A TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

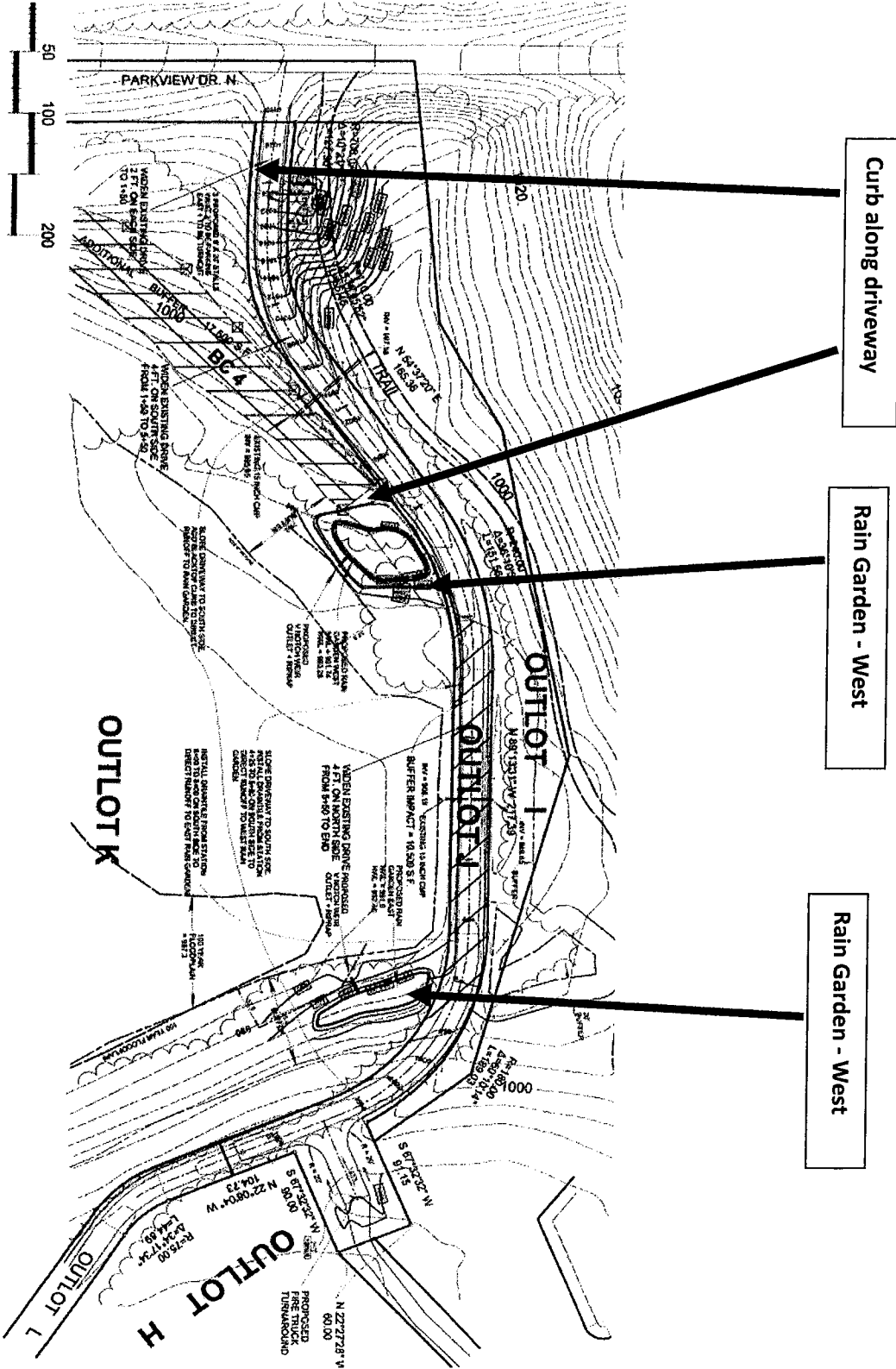
The property to which this Stormwater Maintenance Agreement applies is legally described as follows:

Lots 1 and 2, Block 1;
Lots 1 and 2, Block 2;
Lots 1 and 2, Block 3; and
Outlots A through L,

All according to the plat of School Lake Nature Preserve, Hennepin County, Minnesota.

EXHIBIT B TO STORMWATER MAINTENANCE AGREEMENT

Depiction of Location of Stormwater Improvements



**EXHIBIT C TO
STORMWATER MAINTENANCE AGREEMENT**

Inspection and Maintenance Schedule

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		
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:		

Further guidance and recommended practices can be found on the Minnesota Stormwater Manual website under the section "Post-Construction Operations and Maintenance:

https://stormwater.pca.state.mn.us/index.php?title=Operation_and_maintenance_of_stormwater_infiltration_practices

Transfer Entered

Jul 12, 2018 2:48 PM

Hennepin County, Minnesota
Mark Chapin
County Auditor and Treasurer



Doc No **A10571126**

Certified, filed and/or recorded on
Jul 12, 2018 2:48 PM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 71

Pkg ID 1711126C

Attested Copy or Duplicate Original

\$2.00

Document Recording Fee

\$46.00

Document Total

\$48.00

COPY

UPLAND BUFFER EASEMENT AGREEMENT

THIS UPLAND BUFFER EASEMENT AGREEMENT (the "Agreement") is made this 5th day of JUNE, 2018, by and between the city of Medina, a Minnesota municipal corporation (the "City"), and School Lake Nature Preserve, LLC, a Minnesota limited liability company (the "Grantor").

RECITALS

- A. Grantor is the fee owner of property located in Hennepin County, Minnesota, legally described in Exhibit A attached hereto (the "Property"); and
- B. The Grantor and the City have entered into a separate development agreement (the "Development Agreement") regarding the subdivision and development of the Property and other land owned by the Grantor as School Lake Nature Preserve.
- C. The City has granted approval of a Planned Unit Development General Plan of Development and plat concerning School Lake Nature Preserve (the "City Approvals"), under the terms of which the Grantor is required to establish upland buffers adjacent to wetlands on portions of the Property consistent with City regulations, the location of which is legally described and depicted on Exhibit B and Exhibit C, respectively, attached hereto (the "Easement Area").
- D. In accordance with the Development Agreement, the City Approvals and the City's wetland preservation ordinance, the City has requested that Grantor grant to the City an easement (the "Upland Buffer Easement") over the Easement Area and Grantor has agreed to maintain the Easement Area.
- E. Grantor is willing to grant the Upland Buffer Easement in accordance with the terms of this Agreement.
- F. The Grantor is willing to establish and maintain the Upland Buffer in accordance with the terms of this Agreement.

PROVISIONS

In consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Grantor hereby grants and conveys to the City an Upland Buffer Easement in, under, on, over and across the Easement Area, and the City hereby accepts such grant. The duration of this easement is perpetual, subject to Minnesota law governing granting of easements to governmental bodies, and shall bind and inure to the benefit of the parties, their successors and assigns.
2. The following terms and conditions shall apply to the Easement Area:
 - a. The Easement Area shall be preserved predominantly in its natural condition, except to the extent set forth below. No use shall be made of the Easement Area except uses, if any, which would not change or alter the condition of the Easement Area or its drainage, water conservation, erosion control, soil conservation, or fish and wildlife habitat and characteristics.
 - b. No structures, hardcover or other improvements shall be constructed, erected, or placed upon, above or beneath the Easement Area, with the exception of a boardwalk or dock not to exceed four feet in width to allow reasonable access to the wetland.
 - c. No trees, shrubs or other vegetation shall be destroyed, cut or removed from the Easement Area except as is necessary to remove storm damage, diseased or non-native vegetation or as authorized by the prior written consent of the City consistent with the wetland preservation ordinance. A path no more than four feet in width may be mowed to allow reasonable access to the wetland.
 - d. No earth, peat, gravel or soil, sand or any other natural material or substance shall be moved or removed from the Easement Area and there shall be no dredging or excavation of any nature whatsoever or any change of the topography of the Easement Area without the prior written consent of the City.
 - e. No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Easement Area, and no waste, trash, yard waste, manure or other materials shall be placed, dumped or stored upon the Easement Area without the prior written consent of the City.
3. Grantor represents that Grantor owns the Easement Area in fee simple, subject only to the encumbrances of record.
4. Grantor agrees to install a vegetative buffer in accordance with the City's upland buffer requirements in the Easement Area. Notwithstanding anything else herein to the contrary, the vegetative upland buffer does not need to be installed until the time of

construction of improvements on the Property.

5. The Grantor conveys to the City, the following rights:

a. The City may enter upon the Easement Area for the purposes of inspection and enforcement of the covenants contained herein and to cause to be removed from the Easement Area without any liability any structures, uses, materials, substances, or unnatural matter inconsistent with the covenants contained herein and the natural state of the Easement Area. The City shall provide notice to the Grantor and an order for corrective action consistent with City regulations. If the Grantor does not take the required corrective action within 30 days or such additional period as may be reasonably necessary following notice of the required corrective action, the City may enter the Property in order to perform the action. In such case, the City shall send an invoice of their reasonable maintenance costs to the Grantor, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Grantor fails to reimburse the City for its costs and expenses within 45 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Subdivision Property. The Grantor, on behalf of itself and its successor and assigns, acknowledges that the corrective work performed by the City benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429.

b. The City may bring an action in any court of competent jurisdiction against the Grantor to enforce the terms of this Agreement; to require restoration of the Easement Area to its prior or more natural condition; to enjoin such non-compliance by temporary or permanent injunction and to recover any damages arising from such non-compliance. If a court determines that the Grantor has failed to comply with this Agreement, Grantor or Grantor's successors or assigns shall reimburse the City for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorneys' fees, in addition to any other payments ordered by the court.

6. Grantor hereby grants and conveys to the City a perpetual flowage easement and right and privilege to trespass with water over and upon any or all of the Easement Area.

7. Grantor shall bear all costs and liabilities of any kind related to ownership, operation and maintenance of the Easement Area, except for costs resulting from the negligence or acts of the City.

8. Grantor agrees to indemnify, defend and hold harmless the City, their officials, employees and agents, against any and all loss, costs, damage and expense, including reasonable attorneys' fees and costs that the City incurs because of the breach of any of the above covenants. The Grantor and the City agree that each shall be responsible for its own acts and the results of such acts and shall not be responsible for the act of any other party and the results of such acts.

9. This Agreement may be amended only by mutual written agreement of the parties.
10. Nothing herein shall give the general public a right of access to the Property.
11. This Agreement runs with the Property. Grantor's rights and obligations under this Agreement terminate upon transfer or termination of its interest in the Property, provided that any liability for acts or omissions occurring prior to the transfer or termination shall survive that transfer or termination. Nothing in this Paragraph 10 is deemed to alter or amend the remaining terms of the Agreement in the event of a transfer of interest.
12. Any notice required in this Agreement shall be delivered personally or sent by U.S. certified mail, return receipt requested:

a) as to Developer: School Lake Nature Preserve, LLC
 1632 Homestead Trail
 Long Lake, MN 55356

with a copy to: Kent Williams
 Williams Law Firm
 1632 Homestead Trail
 Long Lake, MN 55356

b) as to City: City of Medina
 2052 County Road 24
 Medina, MN 55340
 Attn: City Administrator

With a copy to: Ronald H. Batty
 Kennedy & Graven, Chartered
 470 U.S. Bank Plaza
 200 South Sixth Street
 Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

IN WITNESS WHEREOF, the parties to this Upland Buffer Easement Agreement have caused these presents to be executed as of the day and year aforesaid.

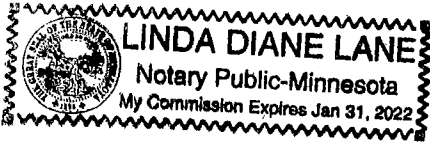
SCHOOL LAKE NATURE PRESERVE, LLC

By: Wallace Mary
Its: PRESIDENT

STATE OF MINNESOTA)
) SS
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 4th day of June, 2018,
by Wallace Mary the PRESIDENT of School Lake Nature Preserve, LLC, a
Minnesota limited liability company, on behalf of the company.

Linda Diane Lane
Notary Public



CITY OF MEDINA

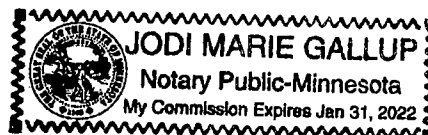
By: Bob Mitchell
Bob Mitchell, Mayor

By: Scott T. Johnson
Scott T. Johnson, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 5 day of June, 2018, by Bob Mitchell and Scott T. Johnson, the mayor and city administrator, respectively, of the city of Medina, a Minnesota municipal corporation, on behalf of the municipal corporation.

Jodi Marie Gallup
Notary Public



This document drafted by:
City of Medina
2052 County Road 24
Medina, MN 55340

Please Return to:
Kennedy and Graven
Box 198

**EXHIBIT A TO
UPLAND BUFFER EASEMENT AGREEMENT**

Legal Description of Property

Lot 2, Block 3, School Lake Nature Preserve, Hennepin County, Minnesota

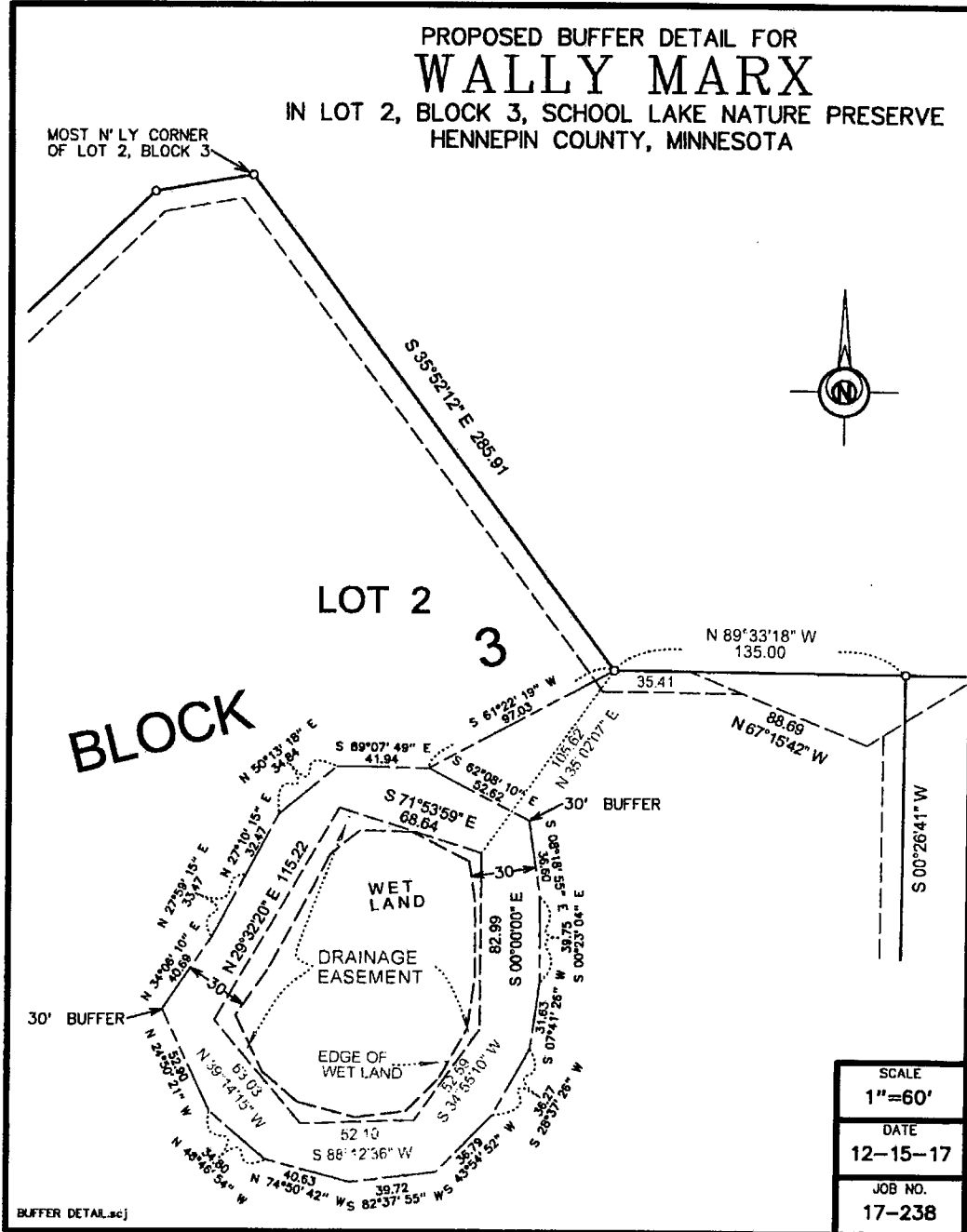
**EXHIBIT B TO
UPLAND BUFFER EASEMENT AGREEMENT**

The Upland Buffer Easement is over those portions of the Property legally described and depicted as follows:

**WETLAND BUFFER DESCRIPTION
FOR WALLY MARX
IN LOT 2, BLOCK 3, SCHOOL LAKE NATURE PRESERVE
HENNEPIN COUNTY, MINNESOTA**

An easement for wetland buffer over, under and across that part of Lot 2, Block 3, School Lake Nature Preserve described as follows: Commencing at the most northerly corner of said Lot 2; thence on an assumed bearing of South 35 degrees 52 minutes 12 seconds East along the Northeasterly line of said Lot 2 a distance of 285.91 feet to an angle point in said Northeasterly line; thence South 61 degrees 22 minutes 19 seconds West a distance of 97.03 feet to the point of beginning of the easement being described; thence South 62 degrees 08 minutes 10 seconds East 52.62 feet; thence South 08 degrees 18 minutes 55 seconds East 36.60 feet; thence South 00 degrees 23 minutes 04 seconds East 39.75 feet; thence South 07 degrees 41 minutes 26 seconds West 31.63 feet; thence South 28 degrees 37 minutes 26 seconds West 36.27 feet; thence South 43 degrees 54 minutes 52 seconds West 36.79 feet; thence South 82 degrees 37 minutes 55 seconds West 39.72 feet; thence North 74 degrees 50 minutes 42 seconds West 40.63 feet; thence North 48 degrees 46 minutes 54 seconds West 34.80 feet; thence North 24 degrees 50 minutes 21 seconds West 52.90 feet; thence North 34 degrees 06 minutes 10 seconds East 40.69 feet; thence North 27 degrees 59 minutes 15 seconds East 33.47 feet; thence North 27 degrees 10 minutes 15 seconds East 32.47 feet; thence North 50 degrees 13 minutes 18 seconds East 34.84 feet; thence South 89 degrees 07 minutes 49 seconds East a distance of 41.94 feet to the point of beginning.

**EXHIBIT C TO
UPLAND BUFFER EASEMENT AGREEMENT**



Transfer Entered

Jul 12, 2018 2:48 PM

Hennepin County, Minnesota
Mark Chapin
County Auditor and Treasurer



Doc No **A10571127**

Certified, filed and/or recorded on
Jul 12, 2018 2:48 PM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 71

Pkg ID 1711126C

Attested Copy or Duplicate Original

\$2.00

Document Recording Fee

\$46.00

Document Total

\$48.00

COPY

TRAILHEAD AND ACCESS EASEMENT

THIS INSTRUMENT is made by School Lake Nature Preserve, LLC, a Minnesota limited liability company ("Grantor"), in favor of the city of Medina, a Minnesota municipal corporation ("Grantee").

Recitals

- A. Grantor is the fee owner of the property located in Hennepin County, Minnesota and legally described on Exhibit A attached hereto (the "Property").
- B. Grantor desires to grant to the Grantee trailhead and access easements, according to the terms and conditions contained herein.
- C. The easements are legally described in Exhibit B-1 and B-2 attached hereto. The easements are depicted in Exhibits C-1 and C-2 attached hereto.

Terms of Easements

1. Grant of Easements. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee a perpetual, non-exclusive easement for trailhead purposes over, under, across and through the portion of the Property legally described in Exhibit B-1 attached hereto and a perpetual, non-exclusive easement for access to and from the trailhead parking area over, under, across and through the portion of the Property legally described in Exhibit B-2 attached hereto.
2. Scope of Easements. The perpetual easement for trailhead purposes granted herein includes the right of the Grantee, its contractors, agents, and employees to locate, construct, operate, maintain, alter and repair a small trailhead parking area within the described easement area. The access easement includes the right of access to the trailhead parking area from Parkview Drive over a portion of the private driveway constructed on Outlot J, School Lake Nature Preserve.

3. The trailhead easement granted herein also includes the right to cut, trim, or remove from the trailhead easement area trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

4. Warranty of Title. The Grantor warrants it is the owner of the Property and has the right, title and capacity to convey to the Grantee the easements herein.

5. Indemnification. The Grantee agrees to release, hold harmless, defend and indemnify the Grantor from any and all liabilities including, but not limited to, injury, losses, allegations, claims, actions, suits, demands, obligations, damages, settlements, judgments, costs, and expenses (without limitation attorneys fees and costs) which arise out of, relate to or result from any act or omission by the Grantee or any member of the public other than the Grantor or their invitees on any part of the Property.

6. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement areas or Property prior to the date of this instrument.

7. Temporary Construction Easement. The Grantor and Grantee have entered into that certain Conservation Design-Planned Unit Development Agreement dated _____, 2018 (the "Agreement"). Section 10 of the Agreement provides for Grantee to construct the trailhead parking improvements in the event Grantor does not do so. If Grantee constructs the trailhead parking improvements in accordance with the Agreement, Grantor hereby grants such temporary construction easement to Grantee as may be reasonably necessary to construct the trailhead parking improvements. Said temporary construction easement shall expire upon completion of the trailhead parking improvements or December 31, 2019, whichever occurs first.

8. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

* * * * *

STATE DEED TAX DUE HEREON: NONE

Dated this 4th day of JUNE, 2018.

SCHOOL LAKE NATURE PRESERVE, LLC

By: Wallace May
Its: PRESIDENT

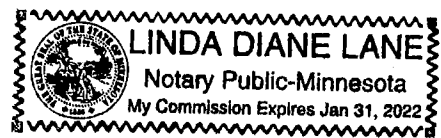
STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 4th day of June, 2018,
by Wallace A. May the PRESIDENT of School Lake Nature Preserve, LLC, a
Minnesota limited liability company, on behalf of the company.

[Signature]
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402



Please Return to:
Kennedy and Graven
Box 198

**EXHIBIT A TO
TRAILHEAD EASEMENT**

The Property is legally described as follows:

Outlots J and I, School Lake Nature Preserve, Hennepin County, Minnesota.

**EHIBIT B TO
TRAILHEAD EASEMENT**

The trailhead easement is legally described as follows:

**TRAILHEAD PARKING DESCRIPTION
FOR WALLY MARX
IN OUTLOTS I & J, SCHOOL LAKE NATURE PRESERVE
HENNEPIN COUNTY, MINNESOTA**

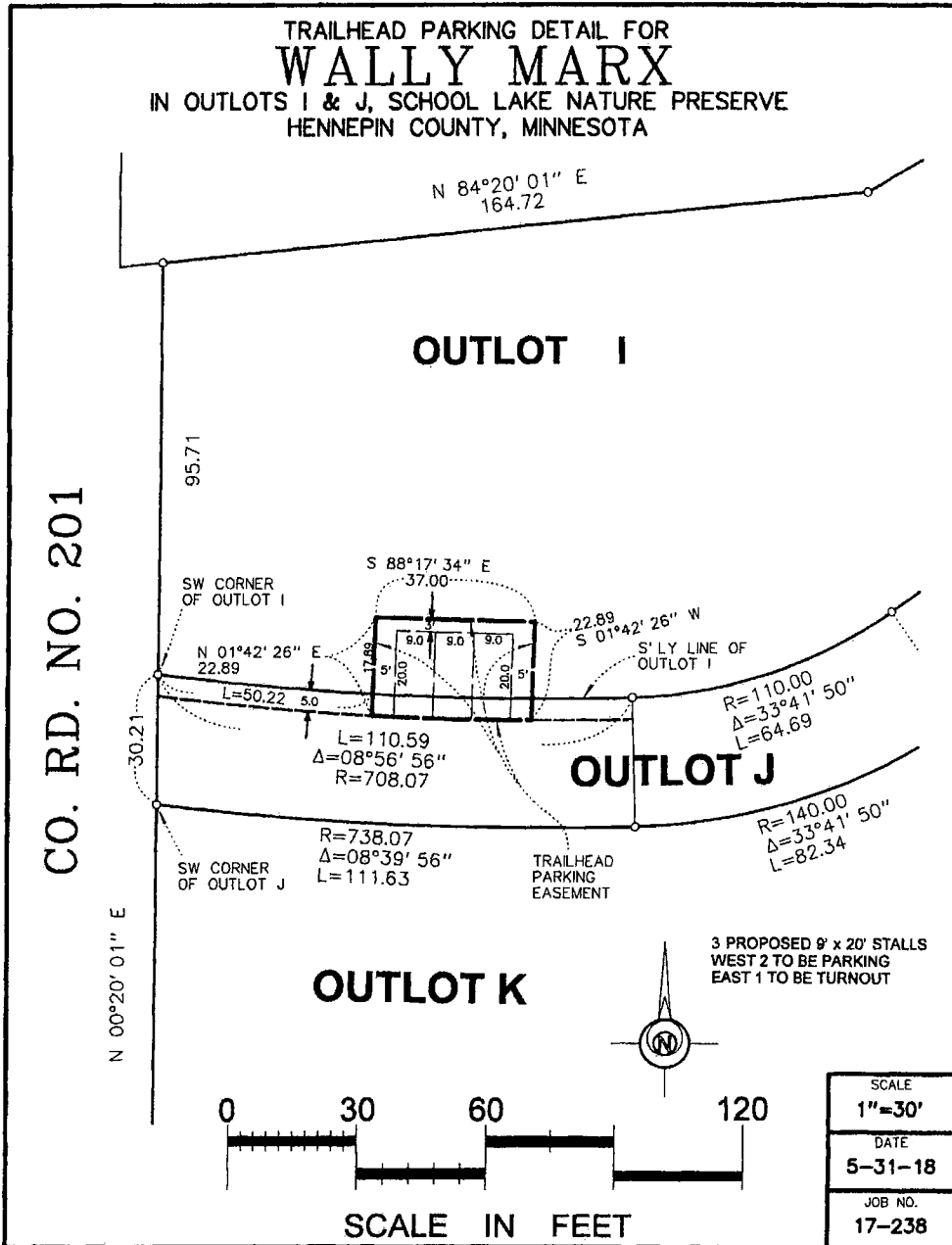
An easement for trailhead parking over, under and across that part of Outlot I, School Lake Nature Preserve, described as follows: Commencing at the Southwest corner of said Outlot I; thence easterly along the southerly line of said Outlot I a distance of 50.22 feet along a curve having a radius of 708.07 feet to the point of beginning of the easement being described; thence North 1 degree 42 minutes 26 seconds East (assuming the west line of said Outlot I has a bearing of North 0 degrees 20 minutes 01 seconds East) a distance of 17.89 feet; thence South 88 degrees 17 minutes 34 seconds East a distance of 37.00 feet; thence South 1 degrees 42 minutes 26 seconds West to said southerly line of Outlot I; thence westerly along said southerly line to the point of beginning. Also, over, under and across that part of the northerly 5.00 feet of Outlot J, School Lake Nature Preserve, which lies between the southerly extensions of the easterly and westerly lines of the above described easement.

TRAILHEAD ACCESS DESCRIPTION
FOR WALLY MARX
IN OUTLOT J, SCHOOL LAKE NATURE PRESERVE
HENNEPIN COUNTY, MINNESOTA

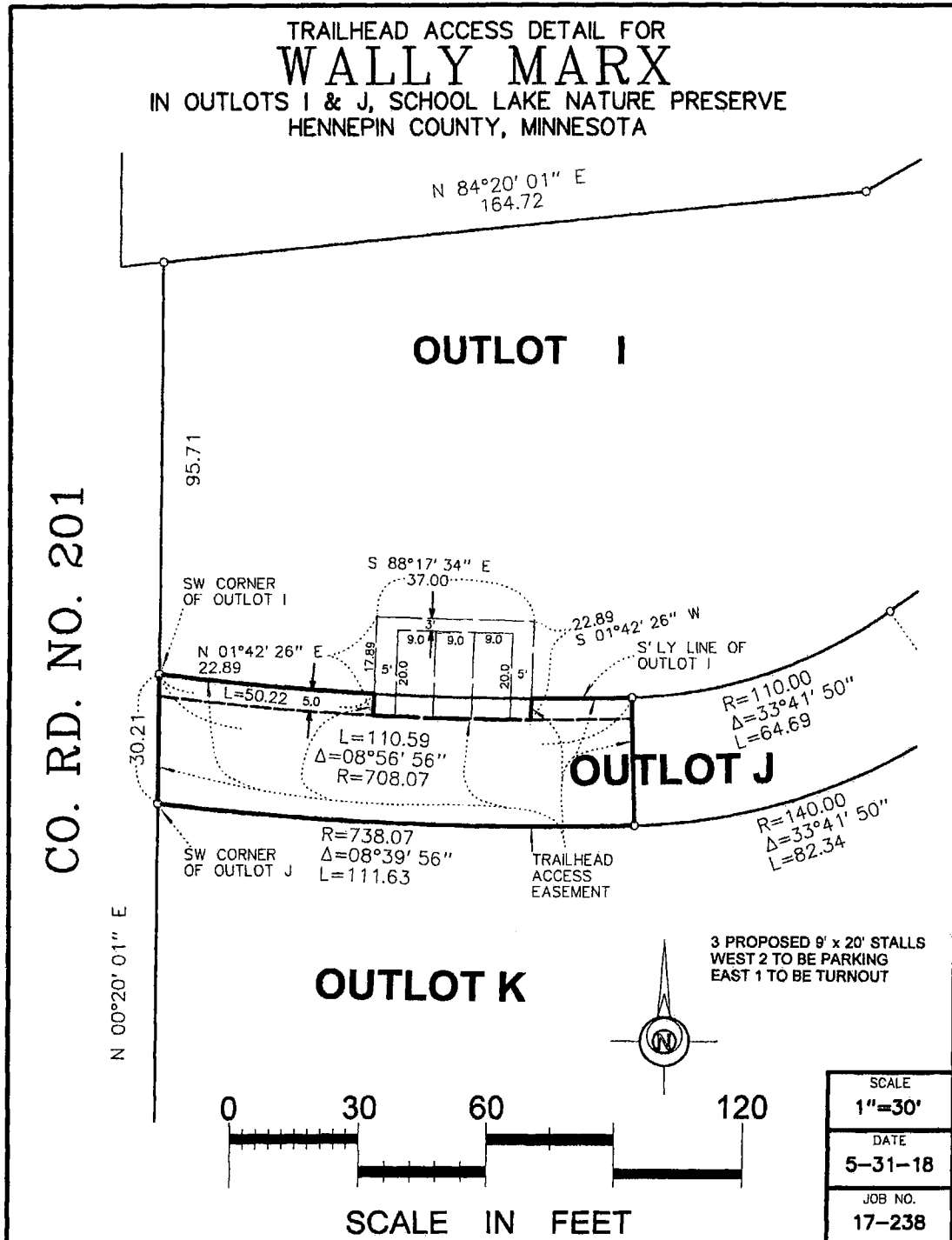
An easement for trailhead access over, under and across that part of Outlot J, School Lake Nature Preserve, which lies west of a line drawn from the point of compound curve on the southerly line of said Outlot J a distance of 111.63 feet easterly, as measured along said curve, from the southwest corner of said Outlot J, to the point of compound curve on the northerly line of said Outlot J a distance of 110.59 feet easterly, as measured along said curve, from the northwest corner of said Outlot J, except that part of the northerly 5.00 feet of said Outlot J which lies between the southerly extensions of the easterly and westerly lines of the following described property: That part of Outlot I, School Lake Nature Preserve, described as follows: Commencing at the Southwest corner of said Outlot I; thence easterly along the southerly line of said Outlot I a distance of 50.22 feet along a curve having a radius of 708.07 feet to the point of beginning of the property being described; thence North 1 degree 42 minutes 26 seconds East (assuming the west line of Outlot I has a bearing of North 0 degrees 20 minutes 01 seconds East) a distance of 17.89 feet; thence South 88 degrees 17 minutes 34 seconds East a distance of 37.00 feet; thence South 1 degrees 42 minutes 26 seconds West to said southerly line of Outlot I; thence westerly along said southerly line to the point of beginning.

**EHIBIT C TO
TRAILHEAD EASEMENT**

The trailhead easement is depicted as follows:



TRAILHEAD ACCESS DETAIL FOR
WALLY MARX
 IN OUTLOTS I & J, SCHOOL LAKE NATURE PRESERVE
 HENNEPIN COUNTY, MINNESOTA



Transfer Entered

Jul 12, 2018 2:48 PM

Hennepin County, Minnesota
Mark Chapin
County Auditor and Treasurer



Doc No **A10571128**

Certified, filed and/or recorded on
Jul 12, 2018 2:48 PM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 71

Pkg ID 1711126C

Attested Copy or Duplicate Original

\$2.00

Document Recording Fee

\$46.00

Document Total

\$48.00

COPY

TRAIL EASEMENT

THIS INSTRUMENT is made by School Lake Nature Preserve, LLC, a Minnesota limited liability company (“Grantor”), in favor of the city of Medina, a Minnesota municipal corporation (“Grantee”).

Recitals

- A. Grantor is the fee owner of the property located in Hennepin County, Minnesota and legally described on Exhibit A attached hereto (the “Property”).
- B. Grantor desires to grant to the Grantee a trail easement, according to the terms and conditions contained herein.
- C. The easement is legally described in Exhibit B attached hereto. The easement is depicted in Exhibit C attached hereto.

Terms of Easements

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee a perpetual, non-exclusive easement for trail purposes over, under, across and through the portion of the Property legally described in Exhibit B attached hereto.
2. Scope of Easement. The perpetual easement for trail purposes granted herein includes the right of the Grantee, its contractors, agents, and employees to locate, construct, operate, maintain, alter and repair trail facilities within the described easement area. Any trail constructed pursuant to this easement shall be for pedestrian use only, shall have a grass, woodchip or paved surface, and shall be no more than an average of eight feet and a maximum of ten feet in width, within the alignments indicated in Exhibit B, attached hereto and incorporated herein. This agreement shall not restrict motorized access to the easement area for law enforcement, maintenance or other public health or safety purposes.

3. The easement granted herein also includes the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns. Notwithstanding the above, construction-phase disturbance outside of the trail width shall be minimized, and the Grantee shall restore any such disturbed soils and vegetation in a manner satisfactory to the Minnehaha Creek Watershed District.
4. Warranty of Title. The Grantor warrants it is the owner of the Property and has the right, title and capacity to convey to the Grantee the easement herein.
5. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.
6. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

* * * * *

STATE DEED TAX DUE HEREON: NONE

Dated this 4th day of June, 2018.

SCHOOL LAKE NATURE PRESERVE, LLC

By: Walter May
Its: PRESIDENT

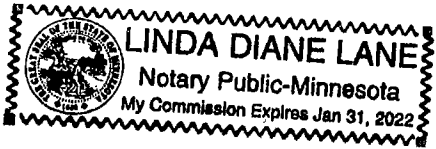
STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 4th day of June, 2018, by Walter A. May the PRESIDENT of School Lake Nature Preserve, LLC, a Minnesota limited liability company, on behalf of the company.

[Signature]
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402



Please Return to:
Kennedy and Graven
Box 198

**EXHIBIT A TO
TRAIL EASEMENT**

The Property is legally described as follows:

Outlots C, I, J, K, G and Lots 1 and 2, Block 3; and

Outlots B, C and I,

All in School Lake Nature Preserve, Hennepin County, Minnesota.

**EXHIBIT B TO
TRAIL EASEMENT**

**LEGAL DESCRIPTION
FOR AN EAST-WEST TRAIL EASEMENT
IN OUTLOTS C, I, J, K, G & IN LOTS 1 & 2, BLOCK 3
SCHOOL LAKE NATURE PRESERVE
HENNEPIN COUNTY, MINNEAPOTA**

A 24 foot wide easement for trail purposes over, under and across those parts of Outlots C, I, J, K and G and Lots 1 and 2, Block 3, School Lake Nature Preserve, which lie within 12 feet on each side of the following described centerline: Commencing at the most Easterly corner of said Outlot I; thence on an assumed bearing of North 36 degrees 54 minutes 22 seconds West along the Northeasterly line of said Outlot I a distance of 92.36 feet to an angle point in said Northeasterly line; thence North 73 degrees 51 minutes 11 seconds West along said Northeasterly line a distance of 33.51 feet to "Point A"; thence North 9 degrees 24 minutes 59 seconds East a distance of 115.75 feet to the point of beginning of said centerline; thence South 9 degrees 24 minutes 59 seconds West a distance of 115.75 feet to said "Point A"; thence South 23 degrees West a distance of 39.50 feet; thence Southerly 44.51 feet along a tangential curve concave to the east having a radius of 150.00 feet and a central angle of 17 degrees; thence South 6 degrees West tangent to last said curve a distance of 32.21 feet; thence Southerly 51.92 feet along a tangential curve concave to the east having a radius of 85.00 feet and a central angle of 35 degrees; thence South 29 degrees East tangent to said last described curve a distance of 56.06 feet; thence South 25 degrees East a distance of 299.31 feet; thence Southeasterly 130.90 feet along a tangential curve concave to the northeast having a radius of 250.00 feet and a central angle of 30 degrees; thence South 55 degrees East tangent to last said curve a distance of 36.42 feet; thence Southeasterly 116.06 feet along a tangential curve concave to the southwest having a radius of 350.00 feet and a central angle of 19 degrees; thence South 36 degrees East tangent to last said curve a distance of 134.22 feet; thence South 32 degrees East a distance of 141.43 feet; thence South 39 degrees East a distance of 76.60 feet; thence easterly 87.38 feet along a tangential curve concave to the north having a radius of 100.00 feet and a central angle of 50 degrees 03 minutes 53 seconds; thence South 89 degrees 03 minutes 53 seconds East tangent to last said curve a distance of 267.00 feet; thence northeasterly 122.06 feet along a tangential curve concave to the northwest having a radius of 100.00 feet and a central angle of 69 degrees 56 minutes 07 seconds; thence North 21 degrees East tangent to last said curve a distance of 31.38 feet; thence northeasterly, easterly and southeasterly 259.98 feet along a tangential curve concave to the south having a radius of 133 degrees; thence South 26 degrees East tangent to last said curve a distance of 39.86 feet; thence South 67 degrees 49 minutes 14 seconds East a distance of 28.24 feet; thence South 80 degrees 45 minutes 02 seconds East a distance of 128.23 feet to the east line of said Outlot G, and said centerline there ending.

AND

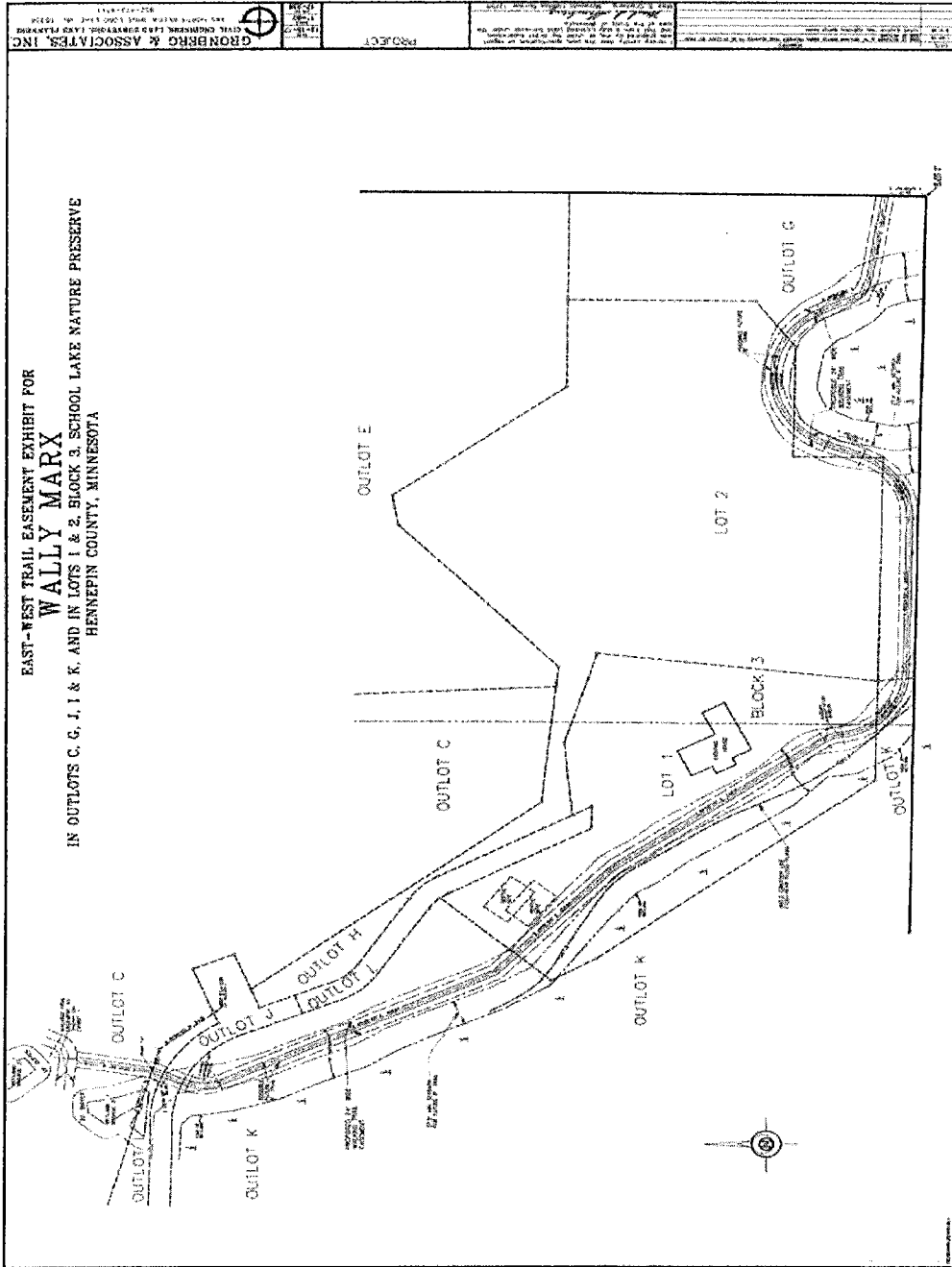
LEGAL DESCRIPTION
FOR A WALKING TRAIL EASEMENT
IN OUTLOTS B, C & I, SCHOOL LAKES NATURE PRESERVE
HENNEPIN COUNTY, MINNESOTA

A 24 foot wide easement for a walking trail over, under and across those parts of Outlots B, C & I, School Lake Nature Preserve, which lie within 12 feet on each side of the following described centerline: Commencing at the northwest corner of said Outlot I; thence on an assumed bearing of South 0 degrees 20 minutes 01 seconds West along the west line of said Outlot I a distance of 71.32 feet to the point of beginning of said centerline; thence South 84 degrees 26 minutes 13 seconds East a distance of 35.97 feet; thence North 87 degrees 46 minutes 57 seconds East a distance of 73.01 feet; thence North 68 degrees 41 minutes 13 seconds East a distance of 91.23 feet; thence North 53 degrees 45 minutes 15 seconds East a distance of 57.59 feet; thence Northeasterly 41.59 feet along a tangential curve concave to the northwest having a radius of 150.00 feet and a central angle of 15 degrees 53 minutes 17 seconds to a point of reverse curve; thence Northeasterly 122.64 feet along said reverse curve having a radius of 190.00 feet and a central angle of 36 degrees 59 minutes 00 seconds to a point of compound curve; thence Easterly 113.80 feet along a tangential curve concave to the south having a radius 730.83 feet and a central angle of 8 degrees 55 minutes 18 seconds to a point of reverse curve; thence Northeasterly 81.99 feet along said reverse curve having a radius of 170.33 feet and a central angle of 27 degrees 34 minutes 43 seconds to a point of compound curve, said point being referred to as "Point A"; thence Northeasterly 34.20 feet along a tangential curve concave to the Northwest having a radius of 50.00 feet and a central angle of 39 degrees 11 minutes 32 minutes; thence North 17 degrees East tangent to last said curve a distance of 75.40 feet; thence Northeasterly 36.12 feet along a tangential curve concave to the Southeast having a radius of 50.00 feet and a central angle of 41 degrees 23 minutes 33 seconds; thence North 58 degrees 23 minutes 33 seconds East tangent to said last described curve a distance of 29.50 feet; thence Northeasterly 24.53 feet along a tangential curve concave to the Northwest having a radius of 75.00 feet and a central angle of 18 degrees 44 minutes 30 seconds; thence North 39 degrees 39 minutes 03 seconds East tangent to said last described curve a distance of 46.30 feet; thence Northeasterly 45.58 feet along a tangential curve concave to the Southeast having a radius of 99.58 feet and a central angle of 27 degrees 57 minutes 13 seconds to a point of compound curve; thence Easterly 60.24 feet along a tangential curve concave to the south having a radius of 40.00 feet and a central angle of 86 degrees 17 minutes 15 seconds to a point of compound curve; thence Southerly 96.23 feet along a tangential curve concave to the west having a radius of 285.90 feet and a central angle of 19 degrees 17 minutes 04 seconds to a point of compound curve; thence Southerly 43.29 feet along a tangential curve concave to the west having a radius of 75.00 feet and a central angle of 33 degrees 04 minutes 25 seconds; thence South 26 degrees 15 minutes 01 seconds West tangent to said last described curve a distance of 30.73 feet; thence westerly 30.43 feet along a tangential curve concave to the north having a radius of 25.00 feet

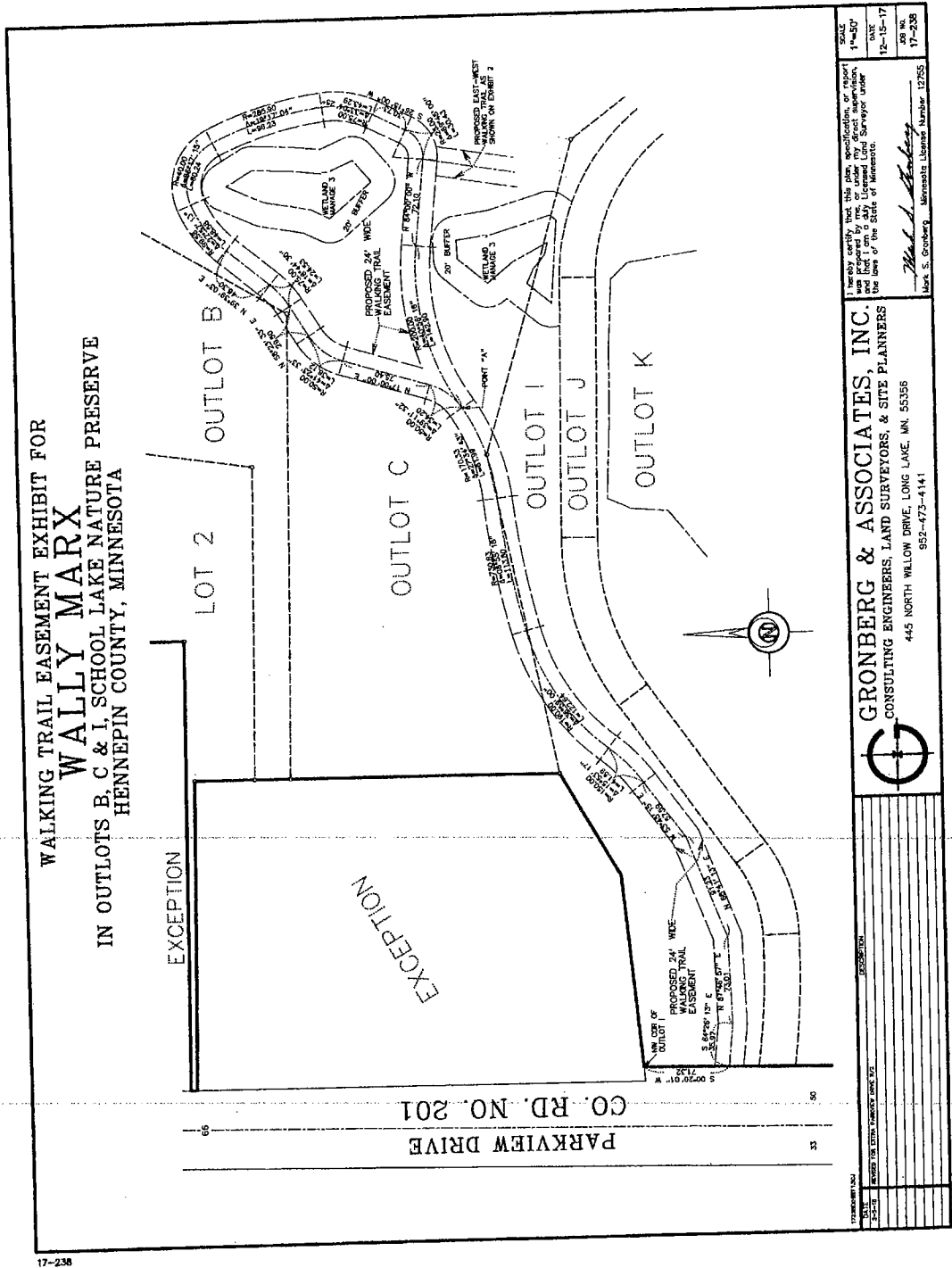
and a central angle of 69 degrees 44 minutes 59 seconds; thence North 84 degrees West tangent to said last described curve a distance of 72.10 feet; thence westerly 142.90 feet along a tangential curve concave to the south having a radius of 200.00 feet and a central angle of 40 degrees 56 minutes 16 seconds to a point 0.99 feet northeasterly from said "Point A" and said centerline there ending.

EXHIBIT C TO TRAIL EASEMENT

Depiction of East-West Trail Easement



Depiction of Walking Trail Easement



WALKING TRAIL EASEMENT EXHIBIT FOR
WALLY MARX
 IN OUTLOTS B, C & I, SCHOOL LAKE NATURE PRESERVE
 HENNEPIN COUNTY, MINNESOTA

EXCEPTION

LOT 2

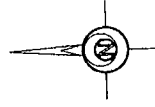
OUTLOT B

OUTLOT C

OUTLOT I

OUTLOT J

OUTLOT K



17-238

DATE	ISSUED TO	DESCRIPTION
2-2-18	WALLY MARX	WALKING TRAIL EASEMENT EXHIBIT

STATE OF MINNESOTA
 COUNTY OF HENNEPIN
 I, **Mark S. Gronberg**, Licensed Professional Surveyor, do hereby certify that this plan, specification, 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.

Mark S. Gronberg
 License Number 12755

GRONBERG & ASSOCIATES, INC.
 CONSULTING ENGINEERS, LAND SURVEYORS, & SITE PLANNERS
 445 NORTH WILLOW DRIVE, LONG LAKE, MN. 55356
 952-473-4141

DATE: 2-2-18
 BY: Mark S. Gronberg
 TITLE: Licensed Professional Surveyor

17-238