



**MINNEHAHA CREEK**  
**WATERSHED DISTRICT**  
QUALITY OF WATER, QUALITY OF LIFE

**Meeting:** Board of Managers  
**Meeting date:** 03/28/24  
**Agenda Item #:** 7.2  
**Request for Board Action**

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<b>Title:</b>	Authorize Execution of an Easement for Hennepin County CR26 Bridge Replacement	
<b>Resolution number:</b>	24-017	
<b>Prepared by:</b>	Name: Josh Wolf Phone: 952-641-4588 jwolf@minnehahacreek.org	
<b>Reviewed by:</b>	Chuck Holtman, Legal Counsel	
<b>Recommended action:</b>	Board approval of Hennepin County temporary and permanent easement for County Road 26 culvert replacement	
<b>Schedule:</b>	July 2024- Temporary Easement begins December 2025- Temporary Easement ends	
<b>Budget considerations:</b>	Fund name and code: Project Maintenance & Land Management, 2003-4340 Fund budget: \$689,986.00 Expenditures to date: \$9,754.00	
<b>Past Board action:</b>	Res # 08-014	Authorization to acquire approximately 22.48-acres in Fee Title along Painter Creek in the City of Minnetrista.
	Res# 13-055	Approval of Purchase Agreement and Associated Easements for Sale of Portion of District Property at 6430 County Road 26 in Minnetrista.

**Summary:**

Hennepin County Transportation Project Delivery seeks to replace an aging 10x8 ft. concrete box culvert structure on County Road 26 in Minnetrista. As part of the construction of this structure, the County is seeking a temporary and permanent easement on District owned property located at 6430 County Road 26, Minnetrista.

**District Property:**

The property, known internally as the Chute Property, was purchased in March 2008 as part of the Land Conservation Program. The District purchased two adjoining parcels along Painter Marsh – part of Painter Creek in Minnetrista, at 6430 and 6360 County Road 26. The property was 22.48 acres, consisting of a 22-horse stable with indoor riding arena, single family home, garage, and hay shed. The purchase price for acquisition of fee title was \$1,550,000. At the time of purchase the land use was a 22-horse commercial stable with over-grazed paddocks located within the wetland area. Restoration and conservation of the site complemented other District lands around Painter Marsh and adjacent water quality improvement projects. Conservation goals of the purchase included improving water resources and wildlife habitat, maintaining and enhancing the flood control project on Painter Marsh, and improving water quality by reducing phosphorus load from Painter Creek while preserving a natural corridor.

In 2013, MCWD sold the westerly 5.42 acres of 6430 County Road 26, including the stable, to L & P Properties which was combined with their 32.5-acre property to the west operated as a commercial apple orchard. The remainder of 6430 was combined with the District's adjacent parcel 6360 County Road 26.

The District currently owns the 17.03 acre parcel located at 6430 County Road 26. The proposed temporary and permanent easement is located along the southwest boarder of the property bounded by County Road 26.

**Easements:**

The temporary easement is 4,242 square feet, begins on July 1, 2024, and expires on December 31, 2025. The easement is to allow for the County to occupy and stage within the temporary easement area for the purpose of performing work within the permanent easement area. The County will restore the temporary easement area following the expiration of the easement.

The permanent easement is a 625 square feet drainage and utility easement within which the County may maintain, repair, and replace the pre-cast concrete box culvert along with necessary bedding and energy dissipation materials and safety structures (e.g., guardrail). There will be no changes to topography or additional drainage structures or improvements within the permanent easement area. The County will restore the permanent easement area following the disturbance. The expected lifecycle of the proposed replacement structure is 75-100 years.

The County would have the right to extend the temporary easement for two successive six-month periods by 30 days' prior written notice and would pay \$200.00 to the District for each extension period.

Upon execution of the easement, Hennepin County will pay the District \$700.00 for the easements. As MCWD originally purchased the property with District funds, the easement cannot be given to Hennepin County free of cost. This would violate MCWD's statutory purpose financially by utilizing District funds for activities outside of water resource management. The land for the permanent easement is within the County right-of-way and will retain its highest and best use as a setback while under the permanent easement. The 50% encumbrance proposed by the County is acceptable based on discussion with District legal counsel and analysis of industry best practices.

On January 25, 2024, the District administrator approved a Consent to Enter and Waiver of Trespass Agreement with Hennepin County for removal of several trees within the temporary easement ahead of the proposed staging for the culvert replacement project. This document did not commit the District to granting an easement.

Based on the location and limited size of the proposed permanent easement, conveying this easement to Hennepin County for the replacement, maintenance, and repair of the box culvert will have no impact on MCWD's conservation and water resources goals for the property.

**Supporting Documents:**

- **Easement Documents**
- **Parcel Sketch**
- **Right of Entry**



## RESOLUTION

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**Resolution number:** 24-017

**Title:** Authorize Execution of an Easement for Hennepin County CR26 Bridge Replacement

WHEREAS, the Minnehaha Creek Watershed District (MCWD) owns the property located at 6430 County Road 26, Minnestrista in fee title;

WHEREAS, Hennepin County Transportation Project Delivery seeks to replace a 10x8 ft box culvert structure on County Road 26 adjacent to MCWD property;

WHEREAS, Hennepin County requests a temporary and permanent easement to replace, maintain, and repair the box culvert, in exchange for consideration paid; and

WHEREAS, the Board of Managers finds that the granting of the easement will not interfere with MCWD water resource purposes in owning and maintaining the property;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the District administrator, with non-substantive changes and on advice of counsel, to execute the proposed temporary and permanent easement for the Hennepin County CR26 Bridge Replacement.

Resolution Number 24-017 was moved by Manager \_\_\_\_\_, seconded by Manager \_\_\_\_\_. Motion to adopt the resolution \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions. Date: 3/28/2024

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

## QUIT CLAIM DEED of EASEMENT

STATE DEED TAX DUE HEREON. \$EXEMPT

Date: \_\_\_\_\_, 2024

FOR VALUABLE CONSIDERATION, Minnehaha Creek Watershed District, Grantor, hereby conveys and quitclaims to the COUNTY OF HENNEPIN, Grantee, a body politic and corporate under the laws of the State of Minnesota, temporary and permanent easements encumbering the real property described as follows:

(Legal description of burdened property and easement areas on attached "Exhibit A")

The temporary easement conveys to Grantee only the right to occupy and stage upon the temporary easement area for the purpose of performing work within the permanent easement area. Grantee will not make material changes to the topography within the temporary easement area and will place no permanent structure, surface or other improvement within the temporary easement area. When the temporary easement has expired Grantee will restore the temporary easement area in accordance with the following: (a) where machinery has been used or staged, Grantee will decompact soils; (b) after necessary decompaction, Grantee will seed disturbed areas with MN State Seed Mix 32-242: Native Construction General or the equivalent successor specification; (c) Grantee will install straw mulch over seed.

The permanent easement is a drainage and utility easement, pursuant to which Grantee may maintain, repair and replace a concrete box culvert ten feet wide and eight feet high, or another conveyance of equivalent hydraulic capacity, as well as necessary bedding and force dissipation material, all of which may occupy an area within the permanent easement area described on Exhibit A. Grantee will not otherwise make material changes to the topography, or place any other permanent drainage structure, surface or other improvement, within the permanent easement area. After any disturbance, Grantee will restore the permanent easement area as stated in the preceding paragraph. Notwithstanding the foregoing, Grantee may install safety improvements or structures, including, but not limited to, fencing and guardrail within the permanent easement area.

Grantor makes no representation as to the condition of the real property or as to the presence of any hazard, known or unknown, thereon. Grantee holds Grantor harmless and will indemnify it with respect to any claim by any party, and any cost or liability associated therewith, caused by Grantee's activity under this easement.

The temporary easement begins on July 1, 2024 and expires on December 31, 2025.

The Grantee shall have the option (Extension Option) to extend the term of this temporary easement for two successive six month periods (First Extension Term and Second Extension Term respectively), in accordance with the following terms:

- a) Such options shall be exercised by written notice (Extension Notice) from Grantee delivered to Grantor not less than 30 days prior to the expiration of the term of this easement, with respect to the First Extension Term, and not less than 30 days before expiration of the First Extension Term, if exercised, with respect to the Second Extension Term.
- b) Grantee shall pay Grantor the sum of \$200.00 upon exercise of the option for the First Extension Term, and an additional sum of \$200.00 upon exercise of the second option for the

Second Extension Term. All of the terms and provisions of this easement shall remain in full force and effect during each extension term.

Minnehaha Creek Watershed District

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By: James Wisker  
Its: Administrator

STATE OF MINNESOTA)  
COUNTY OF \_\_\_\_\_) SS

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by James Wisker as Administrator of Minnehaha Creek Watershed District, Grantor.

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Notary Public

Accepted: \_\_\_\_\_  
County Administrator Date

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This Instrument was Drafted by:  
Hennepin County  
Transportation Project Delivery  
Land Acquisition Group  
1600 Prairie Drive  
Medina, MN 55340-5421

Tax Statements for the real property  
described in this instrument should be sent to:

Exhibit A

Parcel No. 3 (Co. Rd. 26, Project No. 2181500)  
Torrens Certificate No. 1220963 &  
Abstract Property

PID No. 02-117-24-22-0007

Legal Description of Burdened Property

That part of the West Half of the Northwest Quarter of Section 2, Township 117, Range 24, situated in Hennepin County, Minnesota, lying North of the center line of County Road 26, lying West of Tract A, Registered Land Survey No. 1460, Hennepin County, Minnesota, and the Northeasterly extension of the Northwestern line of said Tract A.

Also,

The East 282.50 feet of that part of the Northeast Quarter of Section 3, Township 117 North Range 24 West of the 5<sup>th</sup> Principal Meridian, lying north of the northerly right of way line of Hennepin County Highway No. 26, Plat 33, per Document No. 4241584.

#### Legal Description of Permanent Easement

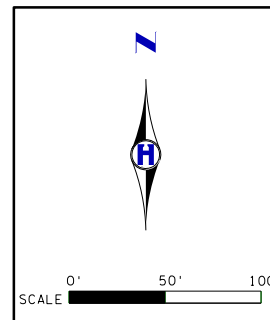
Said permanent easement described as follows:

Beginning at the intersection of the west line of the above described tract and the northerly line of County Road No. 26, per Hennepin County Highway No. 26, Plat 33; thence South 82 degrees 19 minutes 15 seconds East, assumed bearing along said northerly line, a distance of 95.15 feet to the point of beginning; thence North 07 degrees 40 minutes 45 seconds East, a distance of 15.00 feet; thence South 82 degrees 19 minutes 15 seconds East, a distance of 41.68 feet; thence South 07 degrees 40 minutes 45 seconds West, a distance of 15.00 feet; thence North 82 degrees 19 minutes 15 seconds West, a distance of 41.68 feet to the point of beginning

#### Legal Description of Temporary Easement

Also a temporary easement for construction purposes over all of that part of the above described tract described as follows:

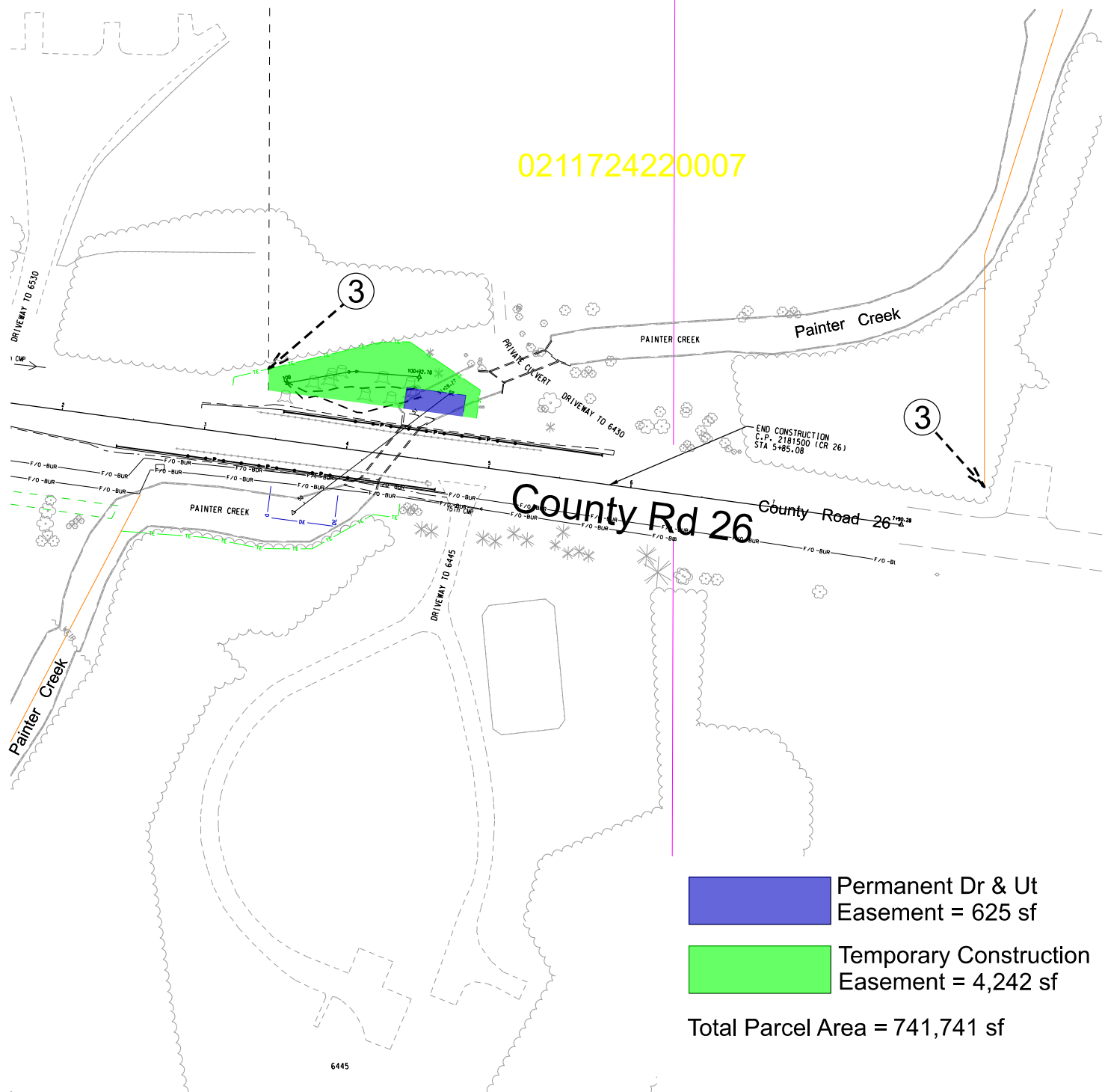
Beginning at the intersection of the west line of the above described tract and the northerly line of County Road No. 26, per Hennepin County Highway No. 26, Plat 33, thence North 00 degrees 10 minutes 26 seconds East, a distance of 14.96 feet; thence North 76 degrees 32 minutes 18 seconds East, a distance of 80.10 feet; thence North 89 degrees 15 minutes 37 seconds East, a distance of 20.48 feet; thence South 55 degrees 42 minutes 09 seconds East, a distance of 59.64 feet; thence South 07 degrees 40 minutes 45 seconds West, a distance of 20.00 feet to said northerly line; thence North 82 degrees 19 minutes 15 seconds West, along said northerly line, a distance of 9.50 feet; thence North 07 degrees 40 minutes 45 seconds East, a distance of 15.00 feet; thence North 82 degrees 19 minutes 15 seconds West, a distance of 41.68 feet; thence South 07 degrees 40 minutes 45 seconds West, a distance of 15.00 feet to said northerly line; thence North 82 degrees 19 minutes 15 seconds West, along said northerly line, a distance of 95.15 feet to the point of beginning



8/23/2023

3

0211724220007



- Permanent Dr & Ut Easement = 625 sf
- Temporary Construction Easement = 4,242 sf

Total Parcel Area = 741,741 sf



**HENNEPIN COUNTY**  
**RIGHT OF WAY**  
**DIVISION**  
1600 Prairie Drive  
Medina, MN 55340  
612-596-0300

**OWNER:** Minnehaha Creek Watershed District  
**ADDRESS:** 6430 Cty Rd 26  
Minnetrista, MN 55364  
**PID:** 02-117-24-22-0007

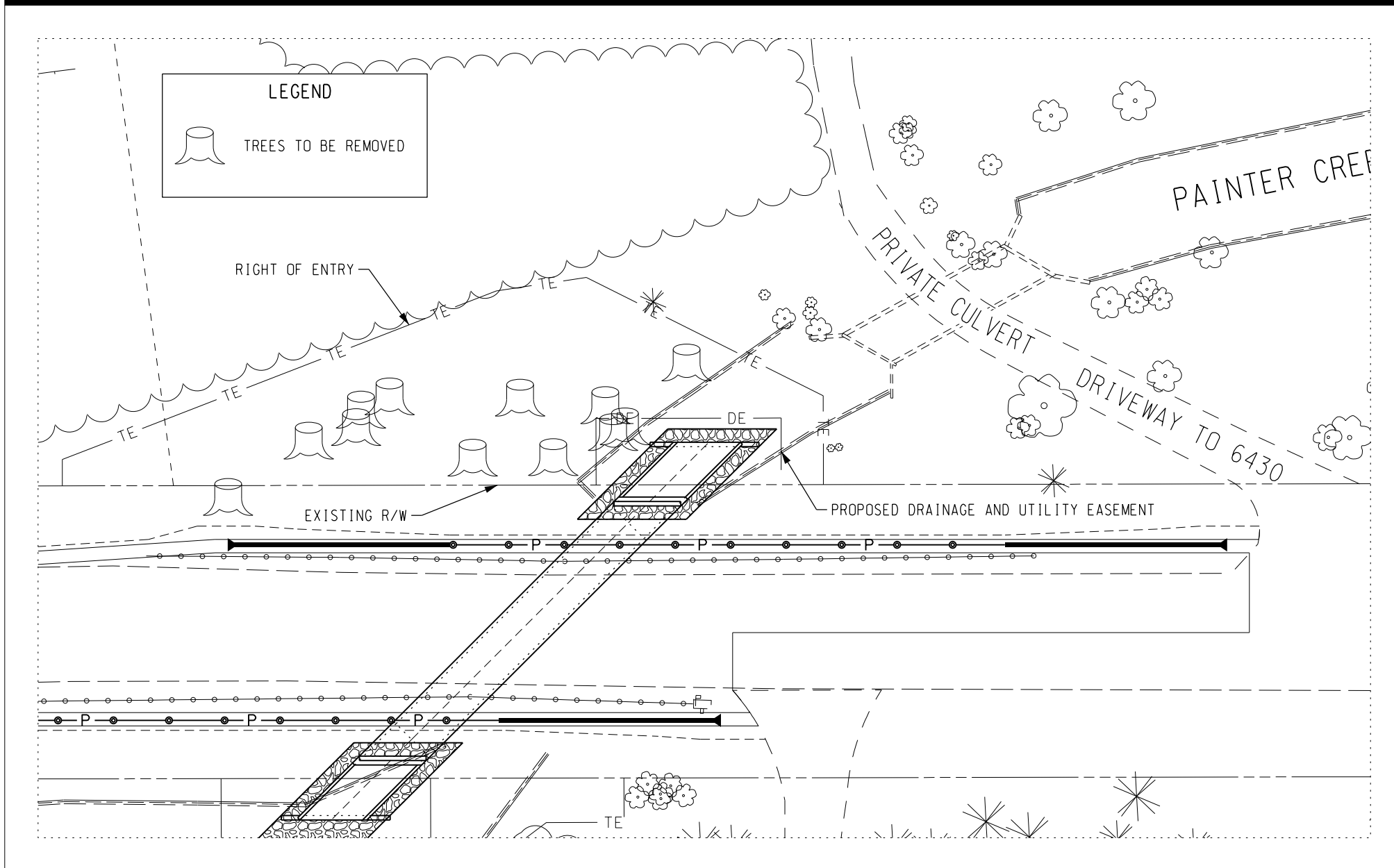
**PARCEL 3**

**CSAH** 026  
**PROJECT** 2181500

# RIGHT OF ENTRY - EXHIBIT A

PID: 0211724220007 | Hennepin County Public Works

HENNEPIN COUNTY  
MINNESOTA



**Disclaimer:** This map (i) is furnished "AS IS" with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this map.



SCALE 0' 15' 30'

Publication date: 1/24/2024

PWX105

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