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**Title:** Greenway to Cedar Trail Connection and Streambank Restoration Project: Approval of 90% Design Plans and Authorization to Solicit Bids and Enter into Project Agreements

**Resolution number:** 26-049: Approval of 90% Design Plans for the Greenway to Cedar Trail Connection and Streambank Restoration Project and Authorization to Solicit Bids  
26-050: Approval of Greenway to Cedar Trail Connection and Streambank Restoration Project Agreements

**Prepared by:** Gabriel Sherman, Senior Planner-Project Manager  
Phone: (952) 641-4510  
gsherman@minnehahacreek.org

**Reviewed by:** Michael Hayman, Director of Project Planning; Chuck Holtman, Smith Partners

**Recommended action:** The Board of Managers approves design plans for the Greenway to Cedar Trail Connection and three project agreements with associated easements, and authorizes the District Administrator to solicit bids for construction beginning Summer 2026

**Schedule:** May 2026: Finalize bid set and solicit bids  
June 2026: Award construction contract and authorize construction admin services  
July 2026: Contracting  
August 2026: Notice to proceed  
October 2026: Substantial completion  
Spring 2027: Project completion

**Budget considerations:** Fund name and code: SWLRT Trail Connection, 3-3152  
Fund Budget: \$494,432  
Expenditures to date (2026): \$14,947  
Requested amount of funding: \$6,000

**Past Board action:** Res # 15-084 Authorization to Enter into a Memorandum of Understanding with Professional Instruments Company for Cooperative Planning at 7800 Powell Road, Hopkins, MN  
Res # 22-050 Authorization to Proceed with Greenway to Cedar Trail Connection and Streambank Restoration Feasibility  
Res # 24-036 Authorization to Execute Grant Agreement with Hennepin County for Greenway to Cedar Trail Connection  
Res # 24-054 Ordering the Greenway to Cedar Trail Connection and Streambank Restoration Project

**Summary:**

Background

Since 2009, the Minnehaha Creek Watershed District (MCWD) has worked with municipal and private partners on a series of projects in the highly urbanized corridor between West 34th Street and Meadowbrook Lake (Hopkins and St. Louis Park) to address downstream water quality and quantity issues, impaired ecological integrity within the creek and riparian corridor, and a lack of recreational access to Minnehaha Creek, and to catalyze economic development. In 2012

MCWD developed a conceptual design for the Minnehaha Creek Greenway encompassing these projects and identifying future projects in the corridor, and once the 325 Blake Road Restoration and Redevelopment is complete, the Greenway to Cedar Trail Connection and Streambank Restoration project will fill the remaining gap in the network of trails and greenspace.

The trail connection will bring the Greenway trail under the newly constructed SWLRT corridor, connecting the Minnehaha Creek Preserve and the Cedar Lake LRT Regional Trail near 325 Blake Road, providing uninterrupted pedestrian infrastructure along Minnehaha Creek between Methodist Hospital in St. Louis Park and Cottageville Park in Hopkins. This project also provides an opportunity to stabilize the streambank and enhance the riparian zone of the stretch of Minnehaha Creek between 325 Blake Road and the Minnehaha Creek Preserve.

Since 2012, MCWD has worked closely with St. Louis Park, the Metropolitan Council, Hennepin County, Three Rivers Park District, and private property owners to ensure support for the trail project. All project partners were re-engaged in 2022 as the updated feasibility study was scoped and conducted, with engagement continuing throughout the current design process.

#### Feasibility, Project Ordering, and Design Process

Initial feasibility work was conducted in 2015/2016 by Wenck (now Stantec). MCWD contracted with Stantec and Inter-Fluve in 2022 to conduct a more detailed feasibility study to reflect current conditions in the creek and rail corridors, model the floodplain, and advance two potential trail alignments to assess constructability and land rights. During feasibility, MCWD staff worked closely with the City of St. Louis Park to understand the city's trail design requirements, maintenance preferences, and potential funding sources. The updated feasibility study resulted in two modified trail alignment options.

At the September 26, 2024, Board of Managers meeting a public hearing was held and the Board formally ordered the project. At the following Board of Managers meeting on October 10, 2024, the Board authorized contracting with Stantec Consulting Services, Inc. and subconsultant Inter-Fluve, Inc. to lead project design and engineering. A kickoff meeting with Stantec, MCWD, and agency partners was held on January 7, 2025, to gather information, share ideas, and identify any potential project hurdles. 30% design was reviewed, and a preferred trail alignment was confirmed at the May 8, 2025, Board of Managers meeting. 60% design was reviewed at the September 25, 2025, Board of Managers meeting and a community open house was held September 30, 2025.

#### **Final Design and Project Status**

##### Bid Package and Permitting

The project has reached the 90% design milestone, including a 90% plan set and draft specifications. Comments from all partner agencies have been received and will be addressed in the bid-ready construction documents. All permit and regulatory review that is not the responsibility of the contractor has been completed, or is currently in process (USACE Pre-Construction Notification) with approvals expected prior to award of a construction contract. The MCWD permit will be approved at the May 14, 2026 Board of Managers meeting, along with final design and project agreements.

##### Project Agreements

There are three unexecuted project agreements that are necessary for construction to move forward. These agreements were negotiated with MCWD's respective counterparts as design progressed and are ready to be approved along with final design at the May 14, 2026 Board of Managers meeting. The three agreements are:

- Agreement 1: Project Agreement among Creekwest LLC, City of St. Louis Park & Minnehaha Creek Watershed District
- Agreement 2: Cooperative Agreement between City of St. Louis Park & Minnehaha Creek Watershed District
  - Two temporary construction easements on City of St. Louis Park property
  - One permanent easement on City of St. Louis Park property
- Agreement 3: Cooperative Construction Agreement between the Metropolitan Council and the Minnehaha Creek Watershed District

### Cost Estimate

As part of the 90% design milestone, Stantec updated its opinion of probable cost. The table below breaks out construction, contingency, and construction oversight costs. A Hennepin County Community Works grant will contribute \$200,000 to trail construction costs, and the City of St. Louis Park will reimburse MCWD for 50% of the remaining trail construction costs not covered by the grant.

Construction Item	Cost Estimate
Construction subtotal	\$692,925
Construction contingency (10%)	\$69,292
Construction admin, oversight, and testing (includes 10% contingency)	\$85,086
<b>Total</b>	<b>\$847,303</b>

### Next Steps and Timeline

At the May 14, 2026 Board of Managers meeting, staff will bring forward the 90% designs and recommend that the Board of Managers approve the designs and authorize the District Administrator to solicit construction bids. Staff further recommends that the Board of Managers authorize the District Administrator to execute the three project agreements. Staff intends to publish the bid on May 22, 2026 and return to the Board on June 25, 2026 with a recommendation for awarding the construction contract and contracting for construction administration and oversight. MCWD will then contract with the selected contractor and commence construction in August 2026. Substantial completion is expected in October 2026.

### Supporting Documents:

- Greenway to Cedar Trail Connection 90% plans
- Project Agreements
  - Agreement 1: Project Agreement among Creekwest LLC, City of St. Louis Park & Minnehaha Creek Watershed District
  - Agreement 2: Cooperative Agreement between City of St. Louis Park & Minnehaha Creek Watershed District
  - Agreement 3: Cooperative Construction Agreement between the Metropolitan Council and the Minnehaha Creek Watershed District



## RESOLUTION

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**Resolution number:** 26-049

**Title:** Approval of 90% Design Plans for the Greenway to Cedar Trail Connection and Streambank Restoration Project and Authorization to Solicit Bids

- WHEREAS the MCWD 2018-27 Watershed Management Plan identifies for capital project implementation a connection between the Minnehaha Creek Greenway and the Cedar Regional trail and restoration of a degraded section of Minnehaha Creek through streambank stabilization and vegetative enhancement;
- WHEREAS the MCWD has been coordinating with the Southwest Light Rail Transit (SWLRT) Project Office with respect to the integration of public transit, development and water resource management interests, including for the purpose of informing design as to a critical pedestrian crossing at Minnehaha Creek and SWLRT that is part of the Minnehaha Creek Greenway conceptual plan;
- WHEREAS on October 8, 2015, the Board of Managers authorized the MCWD to enter a Memorandum of Understanding with Professional Instruments Company which documented mutual goals and established a cooperative framework within which the potential for a beneficial collaboration may be explored;
- WHEREAS in 2015/ 2016, Stantec Consulting Service Inc. (Stantec), previously Wenck Associates, Inc., completed initial feasibility work to determine potential alignments for a trail connection between the Minnehaha Creek Preserve and the Cedar Lake LRT Regional Trail under the SWLRT, freight rail, and regional trail bridges in St. Louis Park;
- WHEREAS on August 11, 2022, the Board of Managers authorized a contract with Stantec and Inter-Fluve to complete an updated feasibility study to reflect current conditions in the creek and rail corridors, model the floodplain, and advance two potential trail alignments to assess constructability and land rights;
- WHEREAS on June 22, 2023, the Board of Managers reviewed the results of the feasibility study, which demonstrated a viable trail alignment that minimizes impacts to private property and proposed a range of options for streambank stabilization and ecological enhancements;
- WHEREAS St. Louis Park has identified this trail connection as a priority through its “Connect the Park” transportation planning initiative;
- WHEREAS in March 2023, the MCWD applied for Hennepin County TOD Program Grant funds for eligible elements of the 325 Blake Road Restoration and Redevelopment and the Greenway to Cedar Trail Connection and Streambank Restoration projects;
- WHEREAS on August 22, 2023, the Board of Hennepin County Commissioners passed Resolution 23-0310 authorizing the County Administrator to negotiate a grant agreement with the MCWD in the amount of \$200,000 for eligible elements of the trail connection project;
- WHEREAS on June 27, 2024, the Board of Managers authorized the District Administrator to execute, with Hennepin County, the Southwest Community Works Program Grant Agreement for the Blake Road Station Area Cedar Trail Connection by the Minnehaha Creek Watershed District;

WHEREAS on September 9, 2024, the St. Louis Park City Council adopted a resolution of support for the Greenway to Cedar Trail Connection and Streambank Restoration Project, granting the MCWD access to City-owned parcels for the purposes of project design and signaling its intention to allocate funds for half the trail costs through its 2025-2029 CIP;

WHEREAS on September 26, 2024 the Board of Managers ordered the Greenway to Cedar Trail Connection and Streambank Restoration Project ("Project");

WHEREAS on September 25, 2025, the Board of Managers received a briefing on 60% designs;

WHEREAS on February 17, 2026, the City of St. Louis Park approved three project agreements necessary to construct the trail connection: (1) Project Agreement among Creekwest LLC, City of St. Louis Park & Minnehaha Creek Watershed District, (2) Cooperative Agreement between City of St. Louis Park & Minnehaha Creek Watershed District, and (3) License agreement among the Metropolitan Council, Hennepin County Regional Rail Authority (HCRRA) and the city;

WHEREAS Stantec has completed 90% design and specifications for the project and all relevant external parties have reviewed and approved the plans, with requested modifications to be incorporated in the bid package;

WHEREAS all MCWD-led permits and regulatory permissions have been received, or are in process to be received by the time a construction contract is awarded;

WHEREAS on May 14, 2026, the Board reviewed the 90% design plans;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers approves the 90% design for the Greenway to Cedar Trail Connection and Streambank Restoration Project and authorizes the District Administrator to direct Stantec to prepare conforming final plans and, on advice of counsel, to solicit bids.

Resolution Number 26-049 was moved by Manager \_\_\_\_\_, seconded by Manager \_\_\_\_\_. Motion to adopt the resolution \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions. Date: 5/14/2026

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



## RESOLUTION

---

**Resolution number:** 26-050

**Title:** Approval of Greenway to Cedar Trail Connection and Streambank Restoration Project Agreements

- WHEREAS the MCWD 2018-27 Watershed Management Plan identifies for capital project implementation a connection between the Minnehaha Creek Greenway and the Cedar Regional trail and restoration of a degraded section of Minnehaha Creek through streambank stabilization and vegetative enhancement;
- WHEREAS the MCWD has been coordinating with the Southwest Light Rail Transit (SWLRT) Project Office with respect to the integration of public transit, development and water resource management interests, including for the purpose of informing design as to a critical pedestrian crossing at Minnehaha Creek and SWLRT that is part of the Minnehaha Creek Greenway conceptual plan;
- WHEREAS on October 8, 2015, the Board of Managers authorized the MCWD to enter a Memorandum of Understanding with Professional Instruments Company which documented mutual goals and established a cooperative framework within which the potential for a beneficial collaboration may be explored;
- WHEREAS in 2015/ 2016, Stantec Consulting Service Inc. (Stantec), previously Wenck Associates, Inc., completed initial feasibility work to determine potential alignments for a trail connection between the Minnehaha Creek Preserve and the Cedar Lake LRT Regional Trail under the SWLRT, freight rail, and regional trail bridges in St. Louis Park;
- WHEREAS on August 11, 2022, the Board of Managers authorized a contract with Stantec and Inter-Fluve to complete an updated feasibility study to reflect current conditions in the creek and rail corridors, model the floodplain, and advance two potential trail alignments to assess constructability and land rights;
- WHEREAS on June 22, 2023, the Board of Managers reviewed the results of the feasibility study, which demonstrated a viable trail alignment that minimizes impacts to private property and proposed a range of options for streambank stabilization and ecological enhancements;
- WHEREAS St. Louis Park has identified this trail connection as a priority through its “Connect the Park” transportation planning initiative;
- WHEREAS in March 2023, the MCWD applied for Hennepin County TOD Program Grant funds for eligible elements of the 325 Blake Road Restoration and Redevelopment and the Greenway to Cedar Trail Connection and Streambank Restoration projects;
- WHEREAS on August 22, 2023, the Board of Hennepin County Commissioners passed Resolution 23-0310 authorizing the County Administrator to negotiate a grant agreement with the MCWD in the amount of \$200,000 for eligible elements of the trail connection project;
- WHEREAS on June 27, 2024, the Board of Managers authorized the District Administrator to execute, with Hennepin County, the Southwest Community Works Program Grant Agreement for the Blake Road Station Area Cedar Trail Connection by the Minnehaha Creek Watershed District;
- WHEREAS on September 9, 2024, the St. Louis Park City Council adopted a resolution of support for the Greenway to Cedar Trail Connection and Streambank Restoration Project, granting the MCWD access to City-

owned parcels for the purposes of project design and signaling its intention to allocate funds for half the trail costs through its 2025-2029 CIP;

WHEREAS on September 26, 2024 the Board of Managers ordered the Greenway to Cedar Trail Connection and Streambank Restoration Project (“Project”);

WHEREAS on September 25, 2025, the Board of Managers received a briefing on 60% designs;

WHEREAS as a cooperative agreement between MCWD and the City of St. Louis Park is necessary to establish the terms under which the two parties will collaborate on design, share design and construction costs, issue temporary and permanent easements, transfer ownership of the trail to the City, and provide for ongoing maintenance;

WHEREAS a project agreement among MCWD, the City of St. Louis Park, and Creekwest LLC is necessary to establish the terms under which Creekwest will convey a small portion of its property, over which the trail will run, to the City;

WHEREAS a cooperative construction agreement between MCWD and the Metropolitan Council is necessary to establish the terms under which MCWD may construct the trail on property owned or managed by the Metropolitan Council;

WHEREAS on February 17, 2026, the City of St. Louis Park approved three project agreements necessary to construct the trail connection: (1) Project Agreement among Creekwest LLC, City of St. Louis Park & Minnehaha Creek Watershed District, (2) Cooperative Agreement between City of St. Louis Park & Minnehaha Creek Watershed District, and (3) License agreement among the Metropolitan Council, Hennepin County Regional Rail Authority (HCRRA) and the City;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers approves the (1) Project Agreement among Creekwest LLC, City of St. Louis Park & Minnehaha Creek Watershed District and up to \$6,000 in compensation and legal fee reimbursement for Creekwest LLC, (2) Cooperative Agreement between City of St. Louis Park & Minnehaha Creek Watershed District and its associated easements, and (3) Cooperative Construction Agreement between the Metropolitan Council and the Minnehaha Creek Watershed District and authorizes the Board President and the Administrator to execute the project agreements and associated easements, with any non-substantive changes and on advice of counsel.

Resolution Number 26-050 was moved by Manager \_\_\_\_\_, seconded by Manager \_\_\_\_\_. Motion to adopt the resolution \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions. Date: 5/14/2026

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

# CONSTRUCTION PLANS

FOR

## MCWD CEDAR-GREENWAY TRAIL CONNECTION PROJECT

SAINT LOUIS PARK, MINNESOTA

APRIL 2026



ONE CARLSON PARKWAY  
SUITE 100  
PLYMOUTH, MN 55447  
PHONE: 763-262-6800  
WWW.STANTEC.COM

CLIENT:



**MCWD CEDAR-GREENWAY TRAIL CONNECTION**  
CITY OF SAINT LOUIS PARK  
HENNEPIN COUNTY, MINNESOTA

### ENGINEER



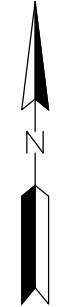
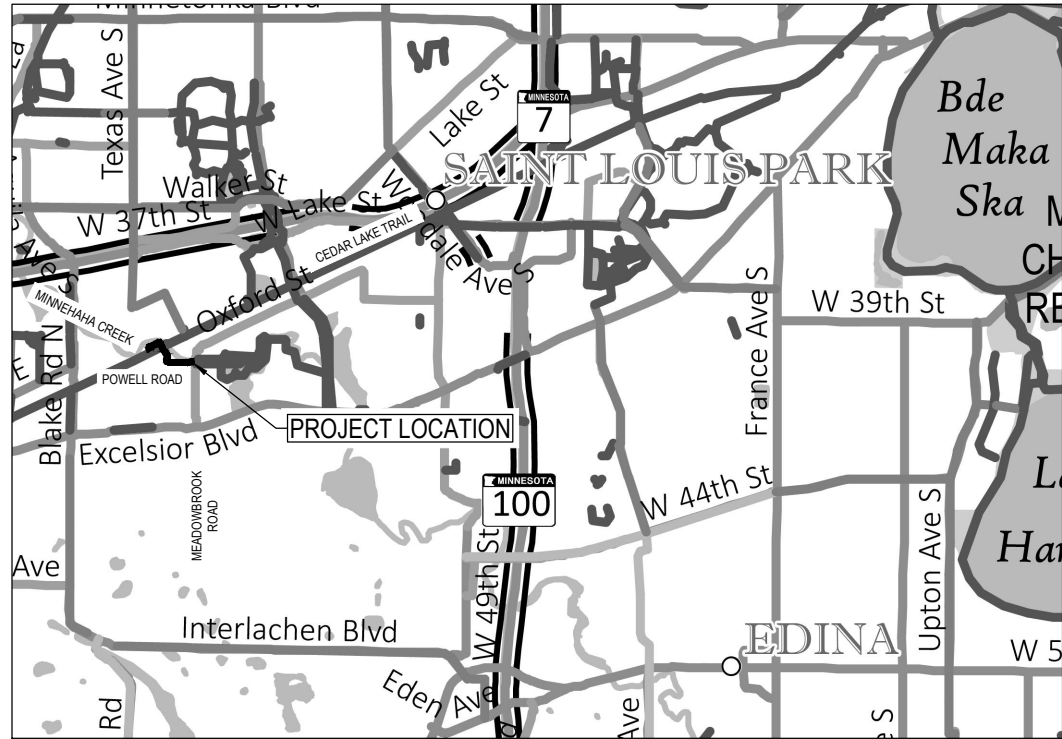
STANTEC CONSULTING SERVICES INC.  
ONE CARLSON PARKWAY  
SUITE 100  
PLYMOUTH, MN 55447

(P) - 763-479-5174  
CONTACT: NICK WYERS

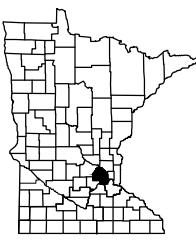
### CLIENT



MINNEHAHA CREEK WATERSHED DISTRICT (MCWD)  
15320 MINNETONKA BLVD  
MINNETONKA, MINNESOTA 55345  
(P) - 952-471-0590  
CONTACT: GABRIEL SHERMAN



VICINITY MAP  
NOT TO SCALE



PROJECT LOCATION  
CITY: SAINT LOUIS PARK  
COUNTY: HENNEPIN

THIS SHEET SET CONTAINS 23 SHEETS

### SHEET INDEX

Sheet Number	Sheet Title
G0.01	TITLE SHEET
G0.02	LEGENDS
C0.01	EXISTING CONDITIONS & REMOVALS PLAN
C2.01	EROSION CONTROL PLAN
C2.02	PLANTING DETAILS
C3.01	OVERALL CONSTRUCTION PLAN
C3.02	CONSTRUCTION PLAN AND PROFILE
C3.03	CONSTRUCTION PLAN AND PROFILE
C3.04	CONSTRUCTION PLAN AND PROFILE
C3.05	PEDESTRIAN RAMP DESIGN
C3.06	BLOCK RETAINING WALL
C5.01	STORM SEWER PLAN AND PROFILE
C6.01	TRAIL STRIPING
C7.01	CROSS SECTIONS
C7.02	CROSS SECTIONS
C7.03	CROSS SECTIONS
C7.04	CROSS SECTIONS
C7.05	CROSS SECTIONS
C7.06	CROSS SECTIONS
C8.01	DETAILS
C8.02	DETAILS
C8.03	DETAILS
C8.04	DETAILS

ISSUE NO.:

ISSUE NO.	DESCRIPTION	DATE
0	FEASIBILITY STUDY	11/04/2022
1	30% PLANS	XXXX/XX/XX
2	60% PLANS	09/22/2025
3	90% PLANS	04/23/2026

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

PROJECT NO.: 227707443

DWN BY: JE    CHKD BY: NW    APPD BY: NW  
ISSUE DATE: 04/23/2026

ISSUE NO.: 3

SHEET TITLE:  
TITLE SHEET

SHEET NO.:  
**G0.01**

EXISTING TOPOGRAPHIC SYMBOLS

Table listing existing topographic symbols such as STORM SEWER APRON, BASKETBALL POST, BARRICADE PERMANENT, BENCH, BOOSTER STATION, BUILDING LOWEST OPENING, BURIAL CONTROL MONUMENT, BUSH DECIDUOUS, CATCH BASIN BEEHIVE, CURB BOX, CATCH BASIN, COLUMN, CONTROL BOX SIGNAL, CLEAN OUT (SEWER), CULVERT END, DRINKING FOUNTAIN, ENERGY DISSIPATER, FLAG POLE, FUEL PUMP, GUY WIRE, GRILL, HANDICAP SPACE, HANDHOLE, FIRE HYDRANT, HYDRANT PVMNT MARKER (REFLECTOR), HYDRANT VALVE, INLET (SMALL DIA.), LIFT STATION CONTROL PANEL, LIFT STATION DRY WELL, LIFT STATION WET WELL, LIGHT POLE, LOOP DETECTOR, MAIL BOX, MAIL RELAY BOX, MANHOLE-AIR RELEASE, MANHOLE-HEAT, MANHOLE-GAS, MANHOLE-POWER, MANHOLE-SANITARY SEWER, MANHOLE-STORM SEWER, MANHOLE-COMMUNICATIONS, MANHOLE-UNKNOWN, MANHOLE-WATER, METER POWER, METER GAS, ORDINARY HIGH WATER MARK, OUTLET CONTROL STRUCTURE, PARKING METER, PEDESTRIAN PUSH BUTTON, PEDESTAL POWER, PEDESTAL CATV, PEDESTAL COMMUNICATIONS, POST INDICATOR VALVE, POLE-COMMUNICATIONS, POLE-GUY, POLE-LIGHT, POLE-POWER, POLE-UTILITY, POLE-UTILITY SERVICE, POST, PROPANE TANK, PICNIC TABLE, SAMPLING WELL, ROCK, RR SIGNAL CONTROL BOX, RR CROSSING GATE, RR SIGNAL, REGULATION STATION GAS, SATELLITE DISH, SEPTIC TANK, SEPTIC VENT, SEPTIC DRAIN FIELD, SIGN, SOIL BORING, STAND PIPE GAS, SPIGOT WATER, SPRINKLER HEAD, SPRINKLER VALVE BOX, STUMP, SERVICE-GAS POINT ON LINE, SERVICE-SANITARY SEWER POINT ON LINE, SERVICE-STORM SEWER POINT ON LINE, SERVICE-WATER POINT ON LINE, TELEPHONE BOOTH, TRANSMISSION TOWER ELECTRIC, TEST PIT LOC, TRACER WIRE BOX, TRANSFORMER POWER, TREE DEAD, TREE-CONIFEROUS, TREE-DECIDUOUS, TREE-FRUIT, TRASH CAN, TRAFFIC SIGNAL, VALVE GAS, VALVE, VENT GAS, WATER REDUCER, WETLAND, WELL-MONITORING, WELL-WATER.

SURVEY SYMBOLS

Table listing survey symbols including AERIAL CONTROL POINT, BACKSIGHT CONTROL POINT, GPS CONTROL POINT, JUDICIAL LAND MONUMENT, MONUMENT COMPUTED, MONUMENT IRON FOUND, MONUMENT IRON SET, RESECTED POINT, ROW MONUMENT, ROW MARKER POST, SECTION CORNER, TRAVERSE CONTROL POINT, BENCH MARK LOCATION.

PROPOSED TOPOGRAPHIC SYMBOLS

Table listing proposed topographic symbols such as BOLLARD, SANITARY CLEANOUT, MANHOLE, SANITARY OR STORM LIFT STATION, STORM SEWER BEEHIVE CATCH BASIN, STORM SEWER CATCH BASIN, STORM SEWER FLARED END SECTION, STORM SEWER OUTLET STRUCTURE, STORM SEWER OVERFLOW STRUCTURE, CURB BOX, FIRE HYDRANT, WATER REDUCER, VALVE, RIP RAP, DRAINAGE FLOW, PEDESTRIAN RAMP.

EXISTING PRIVATE UTILITY LINES

Table listing existing private utility lines including CABLE TV QUALITY LEVEL D, C, B, A, FIBER OPTIC QUALITY LEVEL D, C, B, A, POWER QUALITY LEVEL D, C, B, A, GAS QUALITY LEVEL D, C, B, A, COMMUNICATION QUALITY LEVEL D, C, B, A, OVERHEAD POWER, OVERHEAD COMMUNICATION, OVERHEAD UTILITIES.

EXISTING TOPOGRAPHIC LINES

Table listing existing topographic lines such as RETAINING WALL, FENCE - BARBED WIRE, FENCE - CHAIN LINK, FENCE - DECORATIVE, FENCE - STOCKADE, FENCE - WOOD, FENCE - ELECTRIC, GUARD RAIL, TREE LINE, WETLAND.

SURVEY LINES

Table listing survey lines including BOUNDARY, CENTERLINE, EXISTING EASEMENT LINE, PROPOSED EASEMENT LINE, FLOOD PLAIN BOUNDARY, EXISTING LOT LINE, PROPOSED LOT LINE, EXISTING RIGHT-OF-WAY, PROPOSED RIGHT-OF-WAY, SECTION LINE.

EXISTING UTILITY LINES

Table listing existing utility lines such as FORCE MAIN, SANITARY SEWER, SANITARY SERVICE, STORM SEWER, WATER MAIN, WATER SERVICE.

PROPOSED UTILITY LINES

Table listing proposed utility lines including FORCE MAIN, SANITARY SEWER, SANITARY SERVICE, STORM SEWER DRAINTILE, STORM SEWER, WATER MAIN, WATER SERVICE, PIPE CASING.

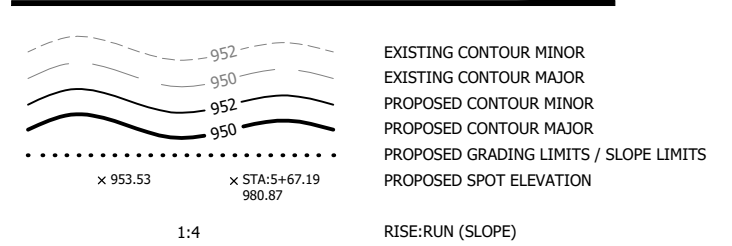
FUTURE UTILITY LINES

Table listing future utility lines such as FORCE MAIN, SANITARY SEWER, SANITARY SERVICE, STORM SEWER DRAINTILE, STORM SEWER, WATER MAIN, WATER SERVICE, PIPE CASING.

CONCRETE CURB AND GUTTER

Table listing concrete curb and gutter types including EXISTING, PROPOSED, FUTURE, DEMOLITION, CONSTRUCTION BOUNDARY.

GRADING INFORMATION



ABBREVIATIONS

Table listing abbreviations such as AD ALGEBRAIC DIFFERENCE, BV BUTTERFLY VALVE, BVCE BEGIN VERTICAL CURVE ELEVATION, BVCS BEGIN VERTICAL CURVE STATION, CL CENTER LINE, CLASS, CMP CORRUGATED METAL PIPE, C.O. CHANGE ORDER, DIP DUCTILE IRON PIPE, EL/ELEV ELEVATION, EVCE END VERTICAL CURVE ELEVATION, EVCS END VERTICAL CURVE STATION, EX EXISTING, FES FLARED END SECTION, F/F FACE TO FACE, FM FORCE MAIN, F.O. FIELD ORDER, GV GATE VALVE, HP HIGH POINT, HWL HIGH WATER LEVEL, INV INVERT, K CURVE COEFFICIENT, LP LOW POINT, MH MANHOLE (SANITARY), NTS NOT TO SCALE, NWL NORMAL WATER LEVEL, PC POINT OF CURVE, PCC COMPOUND CURVE, PI POINT OF INTERSECTION, PL PROPERTY LINE, PPVC PERFORATED POLYVINYL CHLORIDE PIPE, PRC POINT OF REVERSE CURVE, PT POINT OF TANGENT, PVC POLYVINYL CHLORIDE PIPE, PVI POINT OF VERTICAL INTERSECTION, R RADIUS, RCP REINFORCED CONCRETE PIPE, R/W RIGHT-OF-WAY, SS STORM SEWER STRUCTURE, STA STATION, TCE TEMPORARY CONSTRUCTION EASEMENT, TNH TOP NUT HYDRANT, TYP TYPICAL, VC VERTICAL CURVE, WM WATER MAIN.

HATCH PATTERNS

Table listing hatch patterns for HEAVY DUTY BITUMINOUS, SAND, BITUMINOUS, BEDROCK, CONCRETE, GROUND, GRAVEL.



ONE CARLSON PARKWAY  
SUITE 100  
PLYMOUTH, MN 55447  
PHONE: 763-262-6800  
WWW.STANTEC.COM

CLIENT:



MCWD CEDAR-GREENWAY TRAIL CONNECTION  
CITY OF SAINT LOUIS PARK  
HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE

ISSUE NO.:

0

1

2

3

DESCRIPTION:

FEASIBILITY STUDY

30% PLANS

60% PLANS

90% PLANS

DATE:

11/04/2025

XXXX/2025

09/22/2025

04/22/2026

CERTIFICATION:

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

DATE:

227707443

DWN BY: JE

CHKD BY: NW

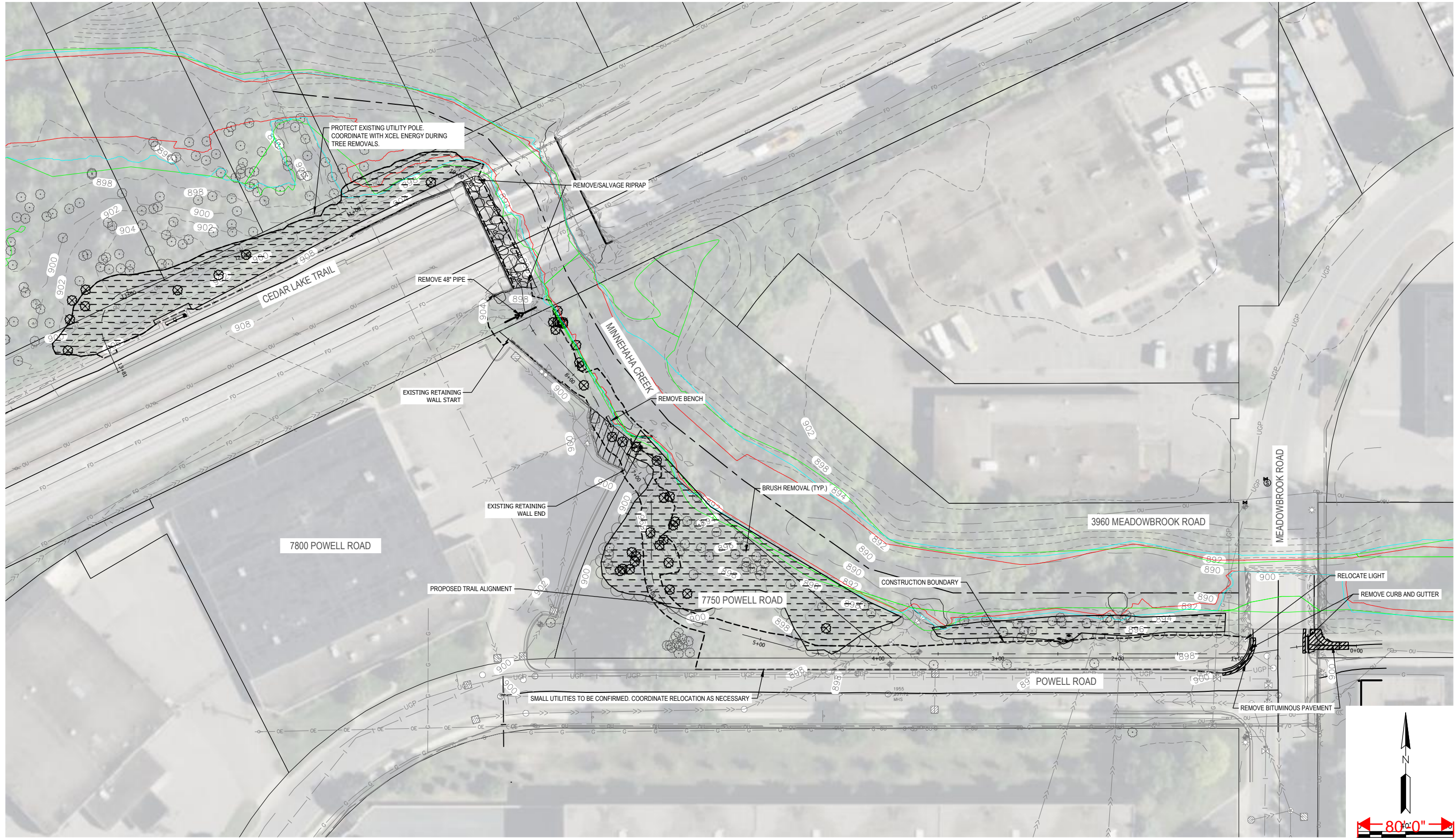
APPD BY: NW

ISSUE DATE: 04/23/2026

ISSUE NO.: 3

SHEET TITLE: LEGENDS

SHEET NO.: G0.02



**MCWD CEDAR-GREENWAY  
 TRAIL CONNECTION**  
 CITY OF SAINT LOUIS PARK  
 HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE:

ISSUE NO.	DESCRIPTION	DATE
0	FEASIBILITY STUDY	11/04/2022
1	30% PLANS	X/02/2025
2	60% PLANS	09/22/2025
3	90% PLANS	04/23/2026

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

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ISSUE DATE: 04/23/2026

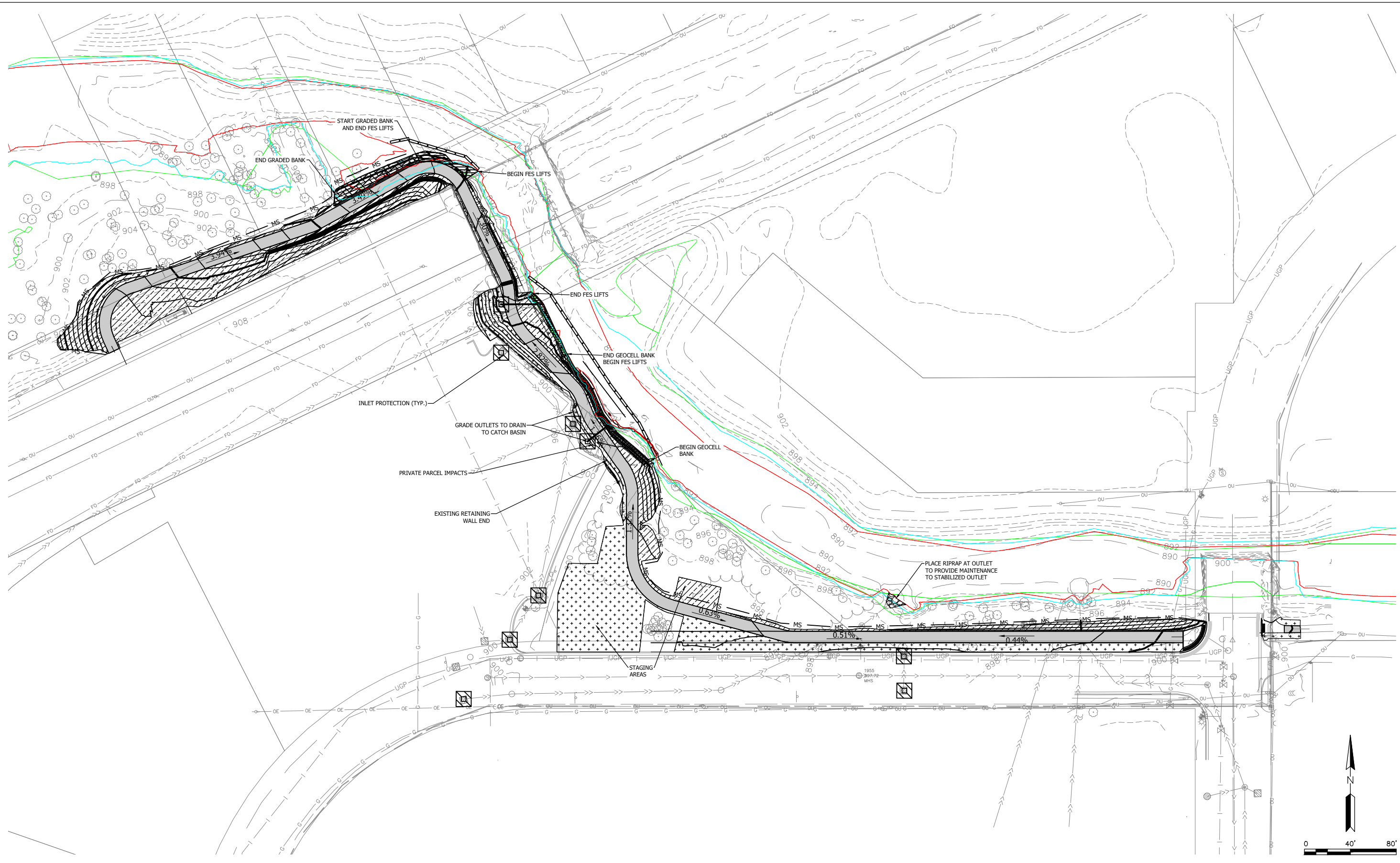
ISSUE NO.: 3

SHEET TITLE:  
 EXISTING  
 CONDITIONS &  
 REMOVALS PLAN

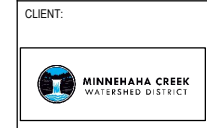
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ONE CARLSON PARKWAY  
SUITE 100  
PLYMOUTH, MN 55447  
PHONE: 763-252-6800  
WWW.STANTEC.COM



**MCWD CEDAR-GREENWAY TRAIL CONNECTION**  
CITY OF SAINT LOUIS PARK  
HENNEPIN COUNTY, MINNESOTA

DATE	DESCRIPTION	ISSUE NO.	PROJECT TITLE
11/04/2023	FEASIBILITY STUDY	0	MCWD CEDAR-GREENWAY TRAIL CONNECTION
XXXX/XX/XX	30% PLANS	1	
09/22/2025	60% PLANS	2	
04/23/2026	90% PLANS	3	

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

PROJECT NO.: 227707443  
ISSUE NO.: 3

DWN BY: JE  
CHKD BY: NW  
APPD BY: NW  
ISSUE DATE: 04/23/2026

SHEET TITLE:  
EROSION CONTROL PLAN

SHEET NO.:  
C2.01

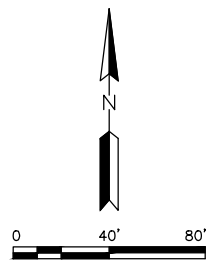
**EXISTING LEGEND**

- EXISTING PROPERTY LINE
- EXISTING STORM SEWER
- EXISTING LIGHT POLE
- EXISTING FLARED END SECTION
- EXISTING STORM SEWER INLET
- EXISTING STORM SEWER MANHOLE
- EXISTING STORM SEWER INLET

**PROPOSED LEGEND**

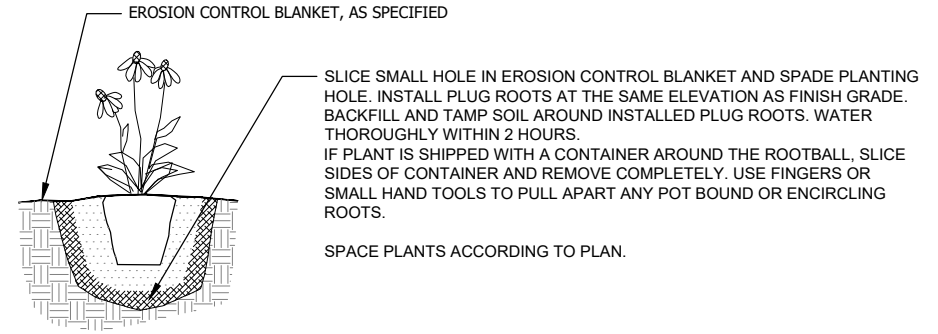
- TRAIL CENTERLINE
- CONSTRUCTION BOUNDARY
- FLOTATION SILT CURTAIN
- BITUMINOUS PAVEMENT
- 6" CONCRETE SIDEWALK
- CLASS III RIPRAP
- INLET PROTECTION
- BANK STABILIZATION (GEOCELL)
- BANK STABILIZATION (FES LIFTS)
- BANK STABILIZATION (GRADED BANK)
- MNDOT SOUTHERN BOULEVARD SEED MIX
- BWSR ERODING BANK STABILIZATION NORTHWEST AND SOUTH (MOD)

**NOTES:**  
1. ALL AREAS WITHIN LIMITS OF DISTURBANCE TO BE RE-VEGETATED PER PLANTING PLANS (SEE SHEET C2.02) AND SPECIFICATIONS.



**PLANTING GENERAL NOTES**

1. PLANT MATERIALS SHALL BE INSTALLED ON THIS PROJECT USING A VARIETY OF METHODS, ALONE AND IN COMBINATION, AS SPECIFIED. METHODS ARE:
  - 1.A. SEEDING - COVER CROP, NATIVE GRASSES
  - 1.B. HERBACEOUS PLANT PLUGS
2. ALL INFORMATION FOR PLANTING THIS SITE IS NOT NECESSARILY INCLUDED IN THIS PLAN SHEET SET. ADDITIONAL INFORMATION IS CONTAINED IN THE PROJECT TECHNICAL SPECIFICATIONS AND OTHER APPLICABLE CONSTRUCTION DOCUMENTS.
3. SEE SEPARATE TABLES FOR PLANT SPECIES NAME(S), SIZE, TYPE, AND/OR APPLICATION RATE FOR EACH INSTALLATION METHOD.
4. DEPENDING UPON LOCAL AVAILABILITY AND COST, SPECIES SUBSTITUTIONS MAY BE ACCEPTABLE. ALL SUBSTITUTIONS (INCLUDING PRE-PACKAGED SEED MIXES) SHALL BE SUBMITTED TO THE OWNER AT LEAST TWO WEEKS PRIOR TO INSTALLATION FOR APPROVAL.
5. LABELS SHALL BE ATTACHED SECURELY TO ALL PLANTING MATERIALS (SEED, DORMANT CUTTINGS, FERTILIZER, ETC.). LABELS SHALL BE DURABLE, LEGIBLE, USE WEATHER-RESISTANT INK OR OTHER RESILIENT LETTERING, SO THE OWNER MAY DETERMINE THAT ALL MATERIALS CONFORM TO THE SPECIFICATIONS (SIZE, SPECIES, ORIGIN, ETC.)
6. THE BEST SOURCE OF PLANT MATERIAL IS FROM THE AREA LOCAL TO THE PROJECT. PLANT MATERIALS MAY BE OBTAINED FROM COMMERCIAL NURSERIES.
7. ALL PLANT MATERIALS SHALL BE HANDLED WITH CARE AT ALL TIMES INCLUDING DURING HARVESTING, PACKING, DELIVERY, UNLOADING, HANDLING, AND INSTALLATION, AND PROTECTED FROM DISTURBANCE FROM ON-GOING CONSTRUCTION ACTIVITIES AFTER INSTALLATION (WITH FLAGGING, FENCING, ETC., AS NECESSARY).
8. A THREE-YEAR WARRANTY PERIOD BEGINNING UPON COMPLETION OF THE PROJECT IS REQUIRED ON ALL PLANTINGS.



**1**  
C2.02 **PLUG PLANTING DETAIL**

SCIENTIFIC NAME	COMMON NAME	SPACING
BROMUS CILIATUS	FRINGED BROME	PLUGS TO BE INSTALLED AT 18-INCHES ON CENTER SPACING.
CAREX VULPINOIDEA	FOX SEDGE	
ELYMUS VIRGINICUS	VIRGINIA WILD RYE	
PANICUM VIRGATUM	SWITCHGRASS	

**NOTES**

1. PLANTING ZONES DEPICT AREAS WHERE PLUGS WILL BE LOCATED.
2. PLUG SPECIES COMPOSITION TO BE SELECTED FROM THE SPECIES LIST ABOVE AND APPROVED BY THE ENGINEER.
3. PLUG ROOT SIZE SHALL BE 1" IN DIAMETER, MINIMUM AT TIME OF PLANTING.

**2**  
C2.02 **PLUG PLANTING SCHEDULE**



ONE CARLSON PARKWAY  
SUITE 100  
PLYMOUTH, MN 55447  
PHONE: 763-252-6800  
WWW.STANTEC.COM

CLIENT:



**MCWD CEDAR-GREENWAY TRAIL CONNECTION**  
CITY OF SAINT LOUIS PARK  
HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE

DATE	DESCRIPTION	ISSUE NO.
T1/04/2022	FEASIBILITY STUDY	0
XXXX/2025	30% PLANS	1
09/22/2025	60% PLANS	2
04/22/2026	90% PLANS	3

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

LIC. NO.:  
DATE:

PROJECT NO.: 227707443

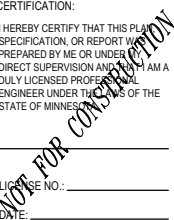
DWN BY: JE    CHKD BY: NW    APPD BY: NW

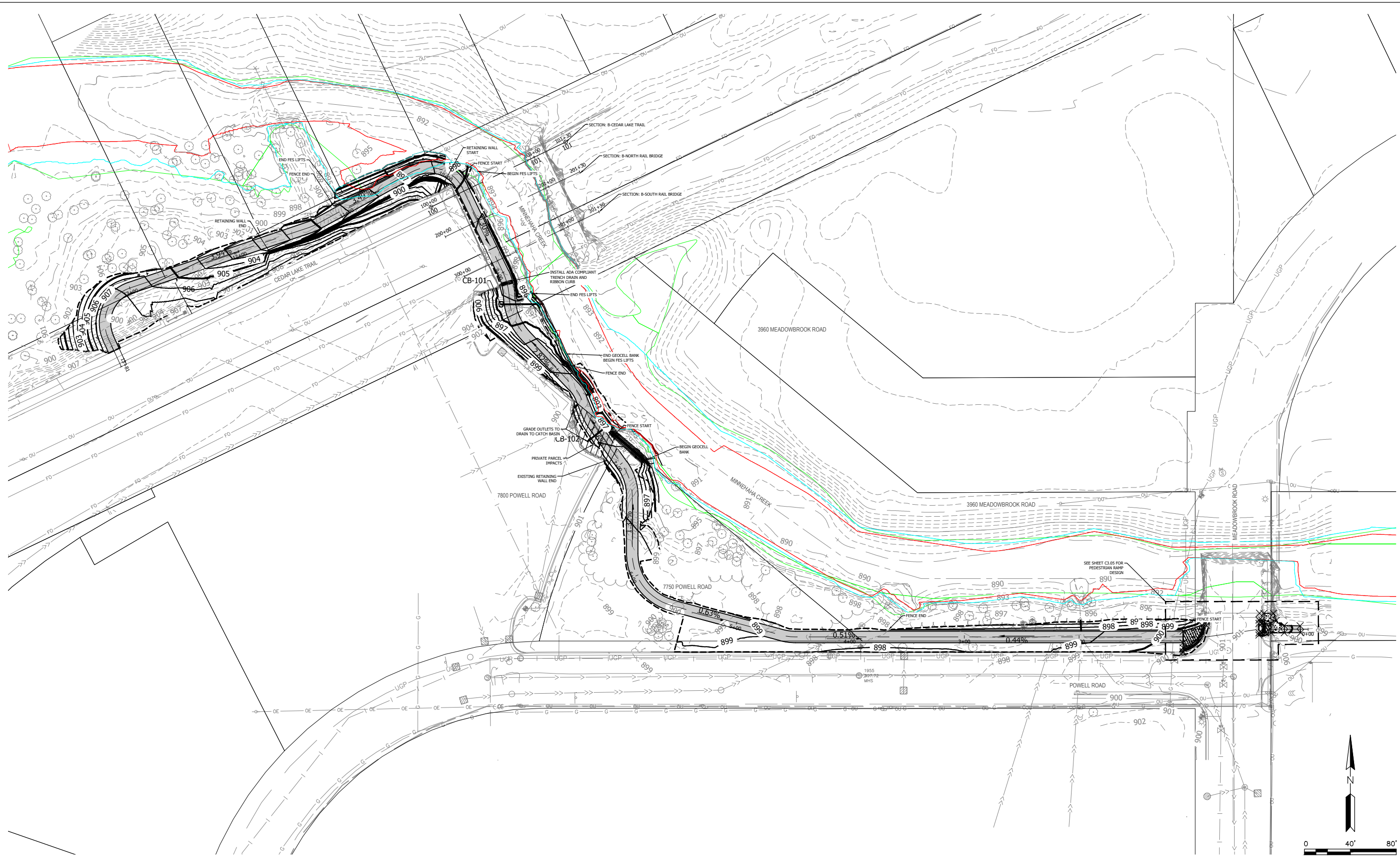
ISSUE DATE: 04/23/2026

ISSUE NO.: 3

SHEET TITLE:  
**PLANTING DETAILS**

SHEET NO.:  
**C2.02**





**Stantec**  
 ONE CARLSON PARKWAY  
 SUITE 100  
 PLYMOUTH, MN 55447  
 PHONE: 763-252-6800  
 WWW.STANTEC.COM

CLIENT:  
 MINNEHAHA CREEK  
 WATERSHED DISTRICT

**MCWD CEDAR-GREENWAY  
 TRAIL CONNECTION**  
 CITY OF SAINT LOUIS PARK  
 HENNEPIN COUNTY, MINNESOTA

ISSUE NO.	PROJECT TITLE
0	
1	
2	
3	

DATE	DESCRIPTION
11/04/2022	FEASIBILITY STUDY
XXXX/2025	30% PLANS
09/22/2025	60% PLANS
04/22/2026	90% PLANS

CERTIFICATION:  
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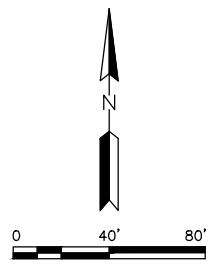
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 DWN BY: JE    CHKD BY: NW    APPD BY: NW  
 ISSUE DATE: 04/23/2026  
 SHEET TITLE: OVERALL CONSTRUCTION PLAN  
 SHEET NO.: C3.01

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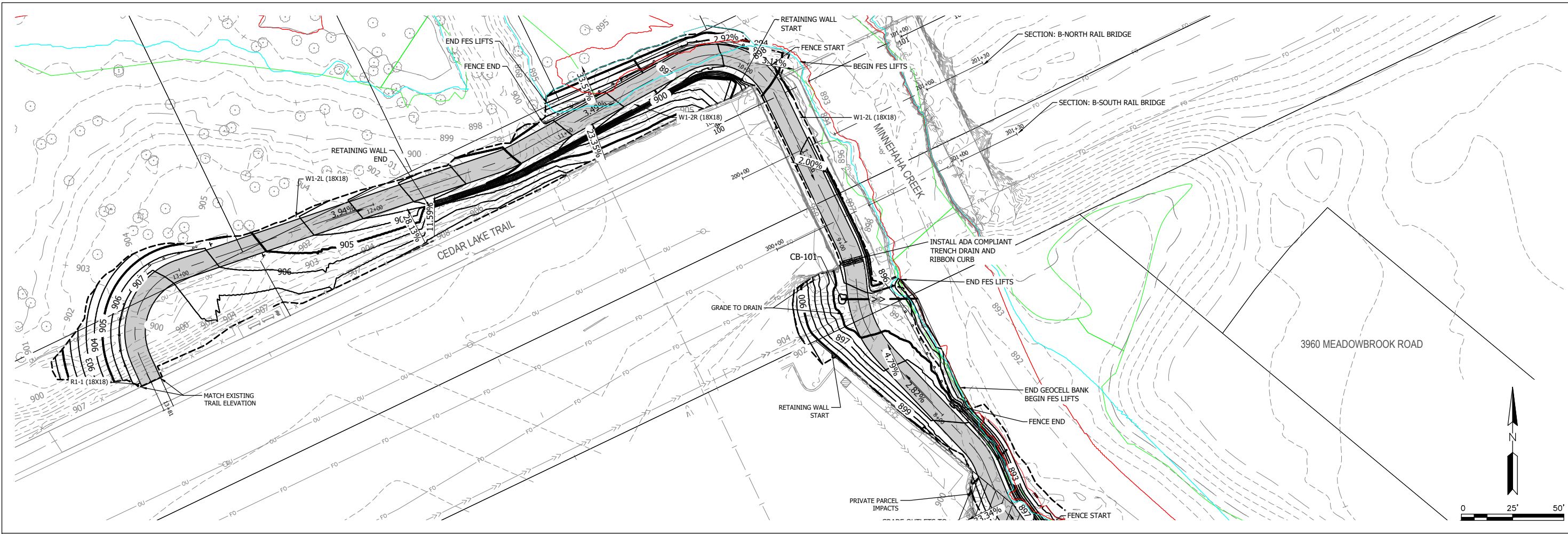
- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
- EXISTING STORM SEWER
- EXISTING STORM SEWER MANHOLE
- EXISTING STORM SEWER INLET
- EXISTING STORM SEWER INLET
- EXISTING LIGHT POLE
- EXISTING FLARED END SECTION

**PROPOSED LEGEND**

- TRAIL CENTERLINE
- CONSTRUCTION BOUNDARY
- BITUMINOUS PAVEMENT
- 6" CONCRETE SIDEWALK



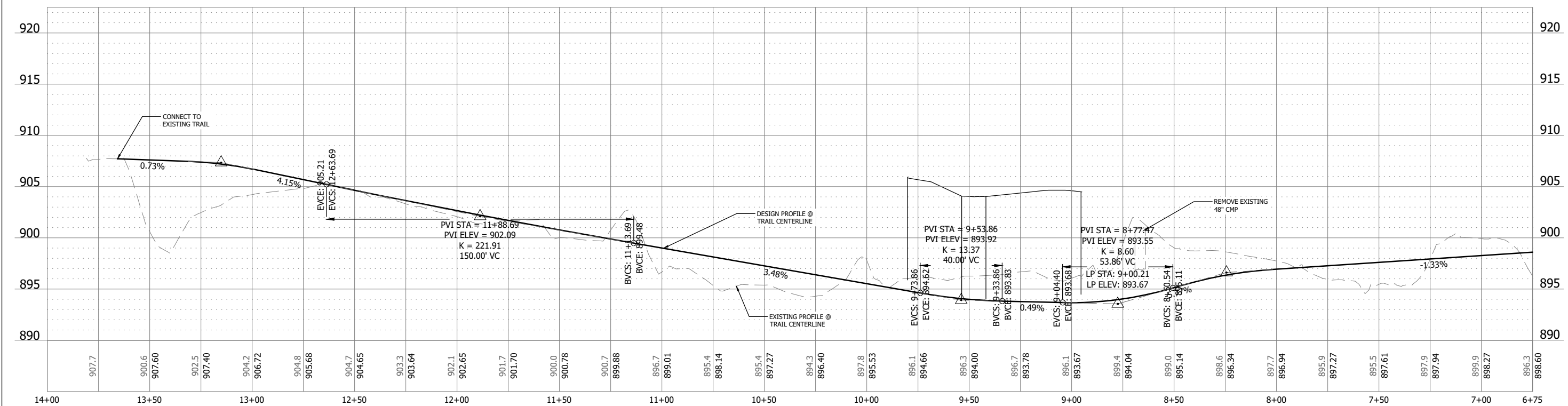
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**Stantec**  
 ONE CARLSON PARKWAY  
 SUITE 100  
 PLYMOUTH, MN 55447  
 PHONE: 763-252-6800  
 WWW.STANTEC.COM

CLIENT:  
 MINNEHAHA CREEK  
 WATERSHED DISTRICT

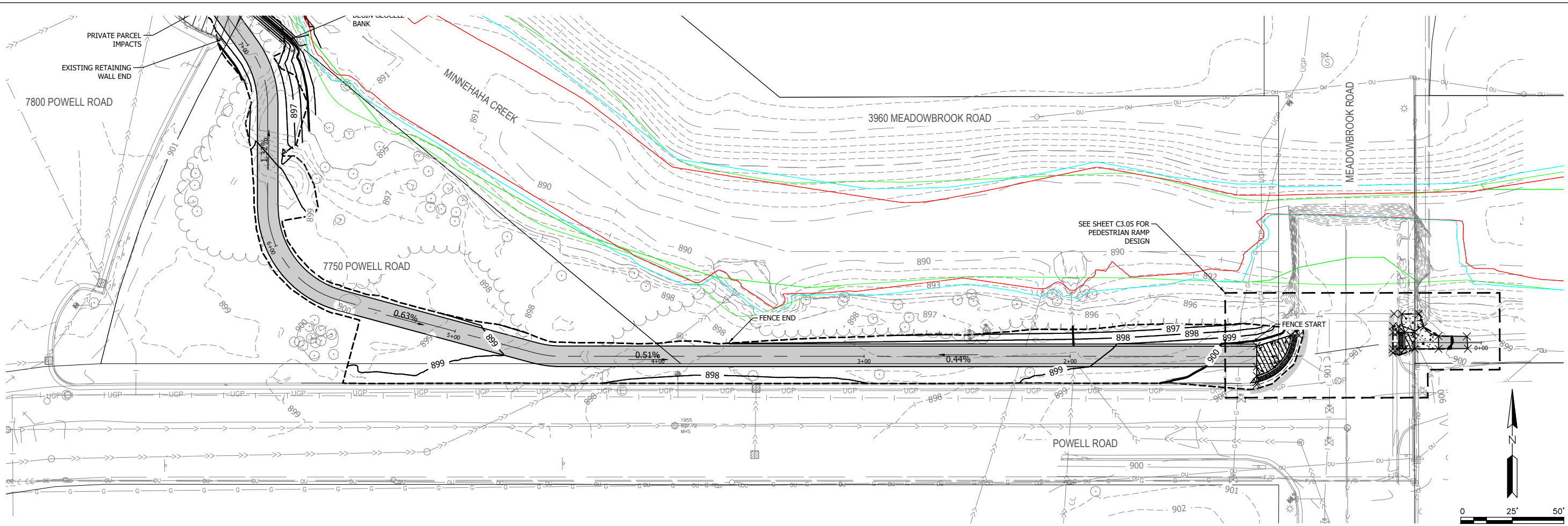
**MCWD CEDAR-GREENWAY  
 TRAIL CONNECTION**  
 CITY OF SAINT LOUIS PARK  
 HENNEPIN COUNTY, MINNESOTA



<b>EXISTING LEGEND</b>		<b>PROPOSED LEGEND</b>	
	EXISTING PROPERTY LINE		TRAIL CENTERLINE
	EXISTING RETAINING WALL		CONSTRUCTION BOUNDARY
	EXISTING STORM SEWER		BITUMINOUS PAVEMENT
	EXISTING STORM SEWER MANHOLE		6" CONCRETE SIDEWALK
	EXISTING STORM SEWER INLET		
	EXISTING LIGHT POLE		
	EXISTING FLARED END SECTION		

PROJECT TITLE	MCWD CEDAR-GREENWAY TRAIL CONNECTION		
ISSUE NO.	0	1	2
DESCRIPTION	FEASIBILITY STUDY	30% PLANS	60% PLANS
DATE	11/04/2022	XXXX/XX/XX	04/23/2026
CERTIFICATION	I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		
PROJECT NO.	227707443		
DWN BY:	JE	CHKD BY:	NW
ISSUE DATE:	04/23/2026		
ISSUE NO.:	3		
SHEET TITLE:	CONSTRUCTION PLAN AND PROFILE		
SHEET NO.:	C3.02		

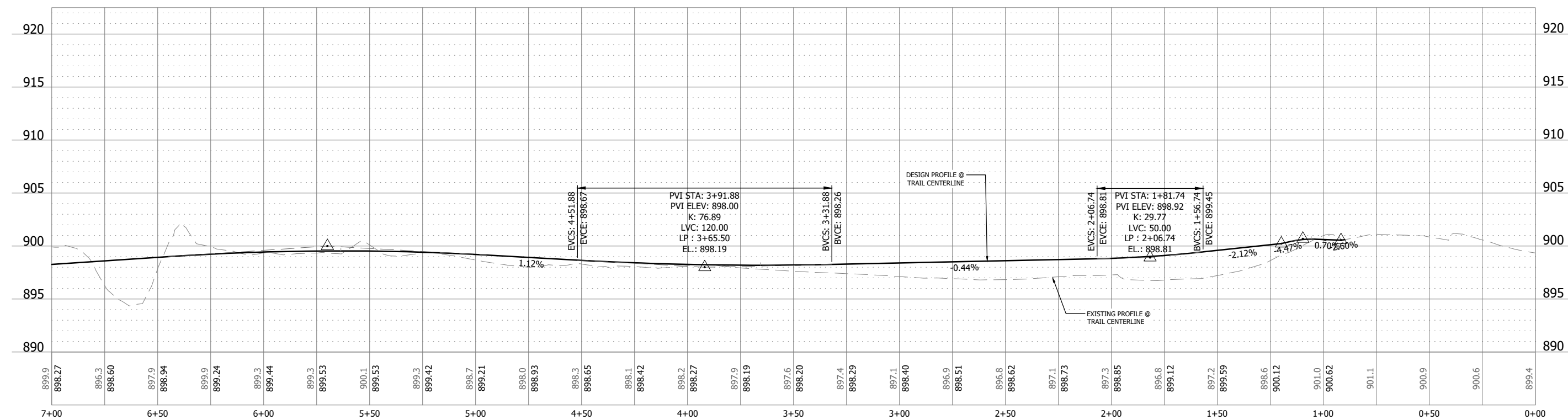
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**Stantec**  
ONE CARLSON PARKWAY  
SUITE 100  
PLYMOUTH, MN 55447  
PHONE: 763-252-6800  
WWW.STANTEC.COM

CLIENT:  
**MINNEHAHA CREEK WATERSHED DISTRICT**

**MCWD CEDAR-GREENWAY TRAIL CONNECTION**  
CITY OF SAINT LOUIS PARK  
HENNEPIN COUNTY, MINNESOTA



**EXISTING LEGEND**

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
- EXISTING STORM SEWER
- EXISTING STORM SEWER MANHOLE
- EXISTING STORM SEWER INLET
- EXISTING STORM SEWER INLET
- EXISTING LIGHT POLE
- EXISTING FLARED END SECTION

**PROPOSED LEGEND**

- TRAIL CENTERLINE
- CONSTRUCTION BOUNDARY
- BITUMINOUS PAVEMENT
- 6" CONCRETE SIDEWALK

ISSUE NO.	PROJECT TITLE
0	
1	
2	
3	

DATE	DESCRIPTION
11/04/2022	FEASIBILITY STUDY
XXXX/2025	30% PLANS
09/22/2025	60% PLANS
04/22/2026	90% PLANS

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PROJECT NO.: 227707443

DWN BY: JE  
CHKD BY: NW  
APPD BY: NW

ISSUE DATE: 04/23/2026

ISSUE NO.: 3

SHEET TITLE:  
CONSTRUCTION PLAN AND PROFILE

SHEET NO.:  
**C3.03**

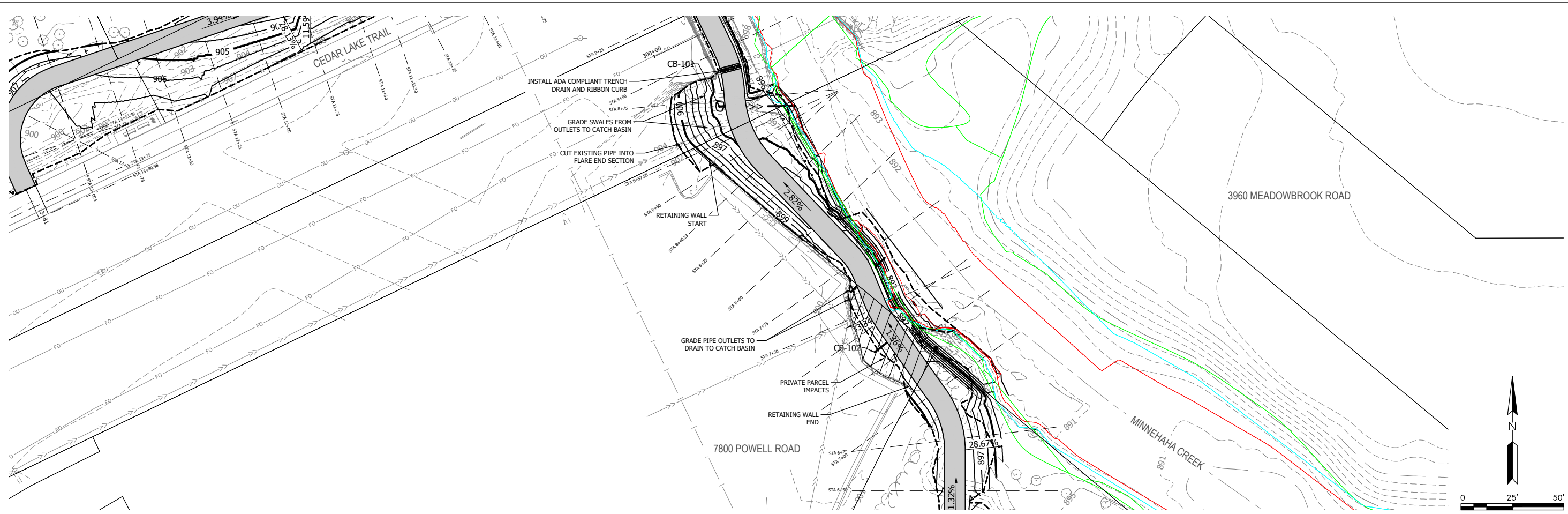
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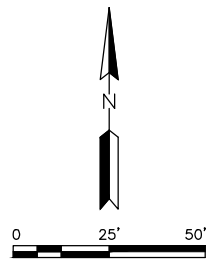
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 ONE CARLSON PARKWAY  
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 PLYMOUTH, MN 55447  
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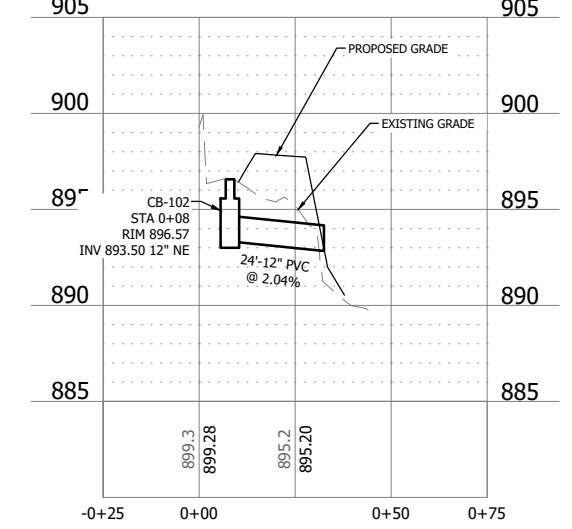
CLIENT:  
 MINNEHAHA CREEK  
 WATERSHED DISTRICT

**MCWD CEDAR-GREENWAY  
 TRAIL CONNECTION**  
 CITY OF SAINT LOUIS PARK  
 HENNEPIN COUNTY, MINNESOTA

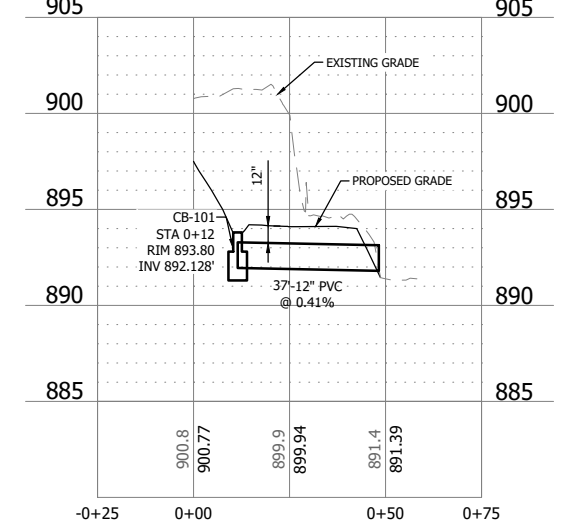


STORM SEWER STRUCTURE SCHEDULE			
STRUCTURE ID	SIZE	CASTING	STRUCTURE DESIGN
CB-101	30"	SEE DETAIL	NYOPLAST 30" BASIN
CB-102	27"	R-4342	MNDOT DESIGN H

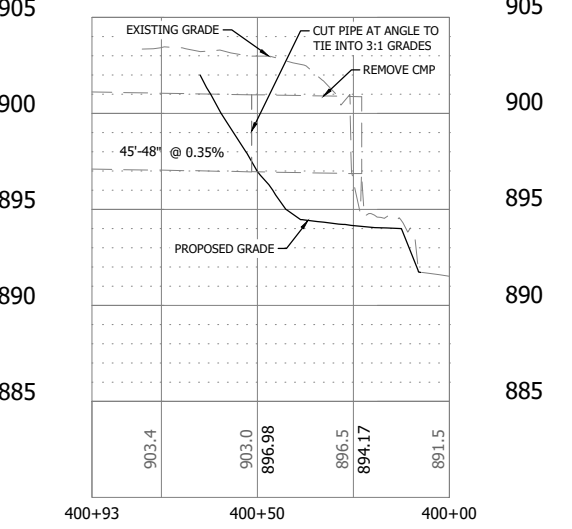
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ALIGNMENT: STRM-CROSSING-TRL-STA8+50



ALIGNMENT: STRM-CROSSING-TRL-STA8



**EXISTING LEGEND**

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
- EXISTING STORM SEWER
- ZONE AE FLOODPLAIN
- FEMA FIS 100-YR
- APPROXIMATE OHWL
- EXISTING STORM SEWER MANHOLE
- EXISTING STORM SEWER INLET
- EXISTING STORM SEWER INLET
- EXISTING LIGHT POLE
- EXISTING FLARED END SECTION

**PROPOSED LEGEND**

- TRAIL CENTERLINE
- CONSTRUCTION BOUNDARY
- BITUMINOUS PAVEMENT

ISSUE NO.:	PROJECT TITLE
0	
1	
2	
3	

DATE:	DESCRIPTION:
11/04/2022	FEASIBILITY STUDY
XXXX/2025	30% PLANS
09/22/2025	60% PLANS
04/22/2026	90% PLANS

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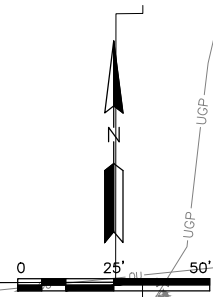
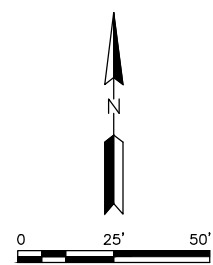
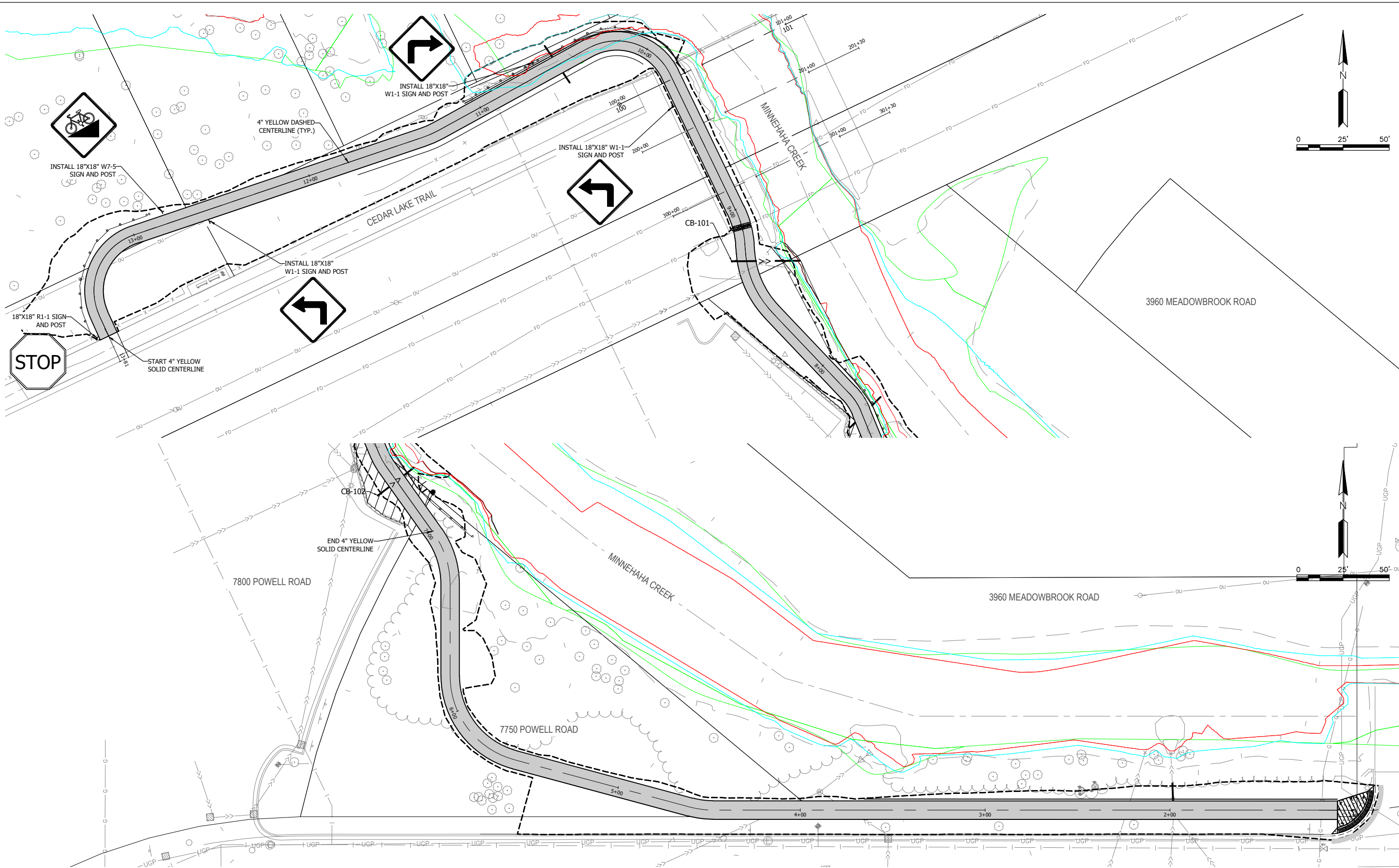
PROJECT NO.: 227707443

DWN BY: JE	CHKD BY: NW	APPD BY: NW
ISSUE DATE: 04/23/2026		
ISSUE NO.: 3		
SHEET TITLE: STORM SEWER PLAN AND PROFILE		
SHEET NO.: <b>C5.01</b>		

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**Stantec**  
 ONE CARLSON PARKWAY  
 SUITE 100  
 PLYMOUTH, MN 55447  
 PHONE: 763-252-6800  
 WWW.STANTEC.COM

CLIENT:  
 MINNEHAHA CREEK  
 WATERSHED DISTRICT

**MCWD CEDAR-GREENWAY  
 TRAIL CONNECTION**  
 CITY OF SAINT LOUIS PARK  
 HENNEPIN COUNTY, MINNESOTA

ISSUE NO.	PROJECT TITLE
0	
1	
2	
3	

DATE	DESCRIPTION
11/04/2022	FEASIBILITY STUDY
XXXX/2025	30% PLANS
09/22/2025	60% PLANS
04/22/2026	90% PLANS

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NOT FOR CONSTRUCTION

PROJECT NO.: 227707443

DWN BY: JE    CHKD BY: NW    APPD BY: NW

ISSUE DATE: 04/23/2026

ISSUE NO.: 3

SHEET TITLE:  
 TRAIL STRIPING

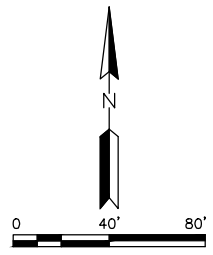
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**EXISTING LEGEND**

- EXISTING PROPERTY LINE
- EXISTING RETAINING WALL
- EXISTING STORM SEWER
- EXISTING STORM SEWER MANHOLE
- EXISTING STORM SEWER INLET
- EXISTING STORM SEWER INLET
- EXISTING LIGHT POLE
- EXISTING FLARED END SECTION

**PROPOSED LEGEND**

- TRAIL CENTERLINE
- CONSTRUCTION BOUNDARY
- BITUMINOUS PAVEMENT
- 6" CONCRETE SIDEWALK



**Stantec**  
 ONE CARLSON PARKWAY  
 SUITE 100  
 PLYMOUTH, MN 55447  
 PHONE: 763-252-6800  
 WWW.STANTEC.COM

CLIENT:  
 MINNEHAHA CREEK  
 WATERSHED DISTRICT

**MCWD CEDAR-GREENWAY  
 TRAIL CONNECTION**  
 CITY OF SAINT LOUIS PARK  
 HENNEPIN COUNTY, MINNESOTA

ISSUE NO.	PROJECT TITLE
0	
1	
2	
3	

DATE	DESCRIPTION
11/04/2023	FEASIBILITY STUDY
XXXX/2025	30% PLANS
09/22/2025	60% PLANS
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License No.:  
 Date:

PROJECT NO.: 227707443

DWN BY: JE    CHKD BY: NW    APPD BY: NW

ISSUE DATE: 04/23/2026

ISSUE NO.: 3

SHEET TITLE:  
 CROSS SECTIONS

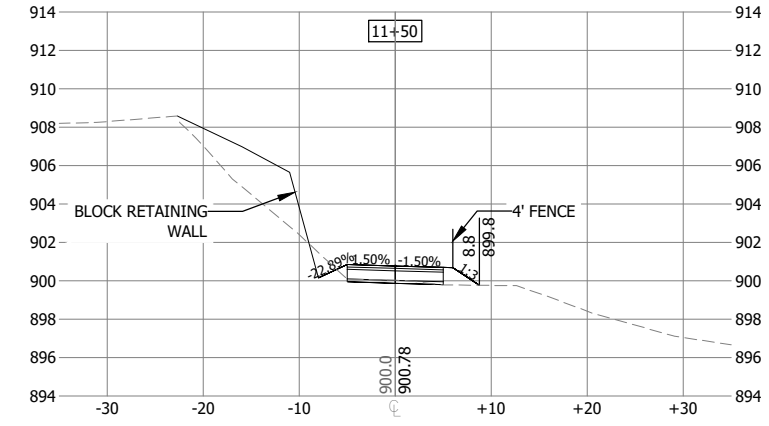
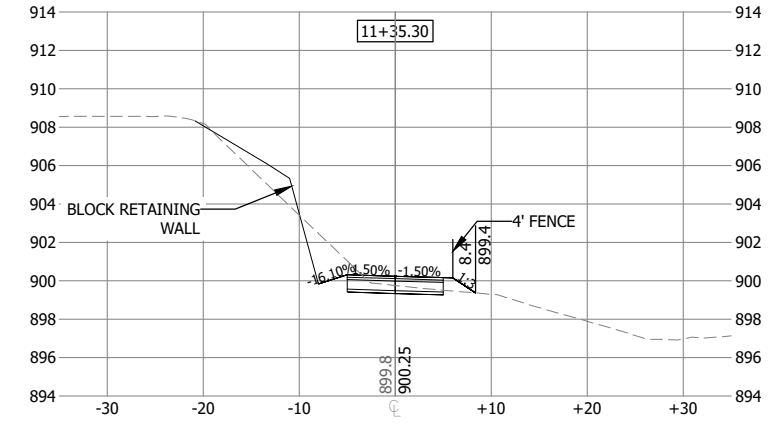
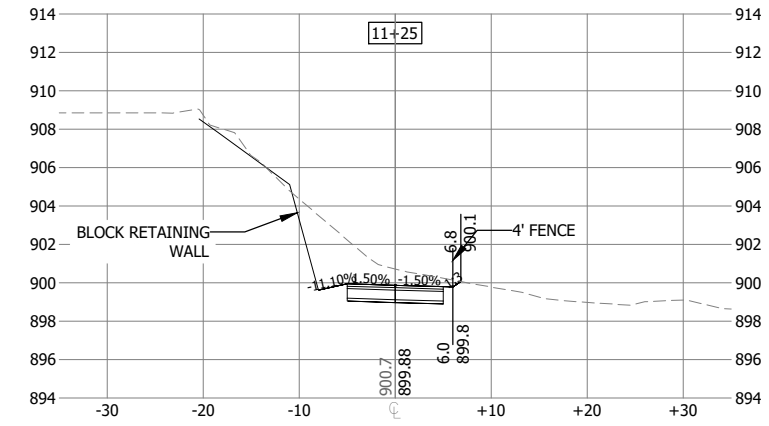
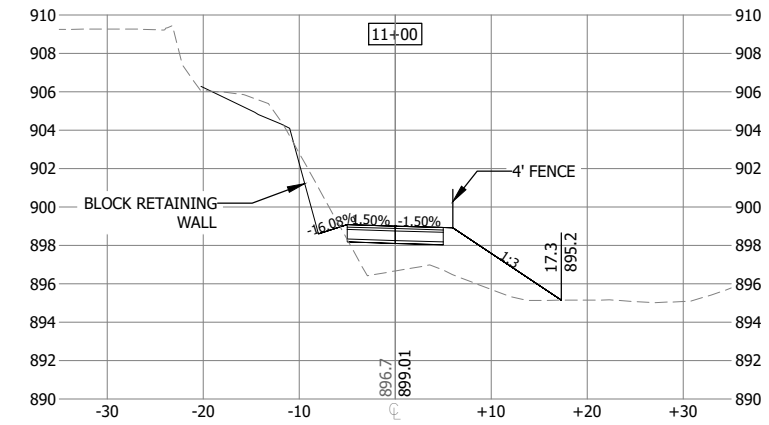
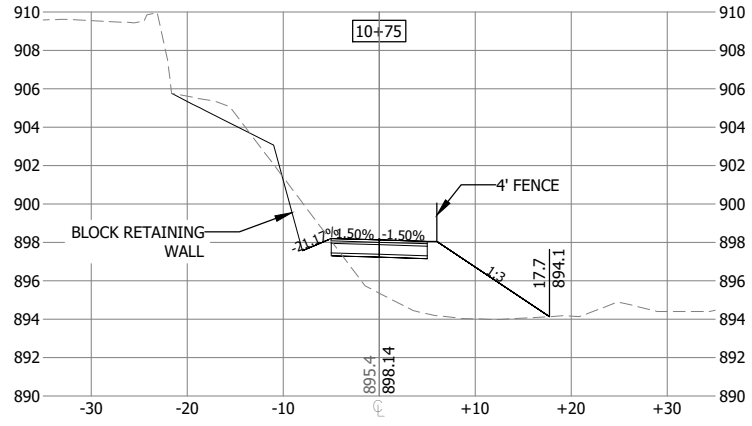
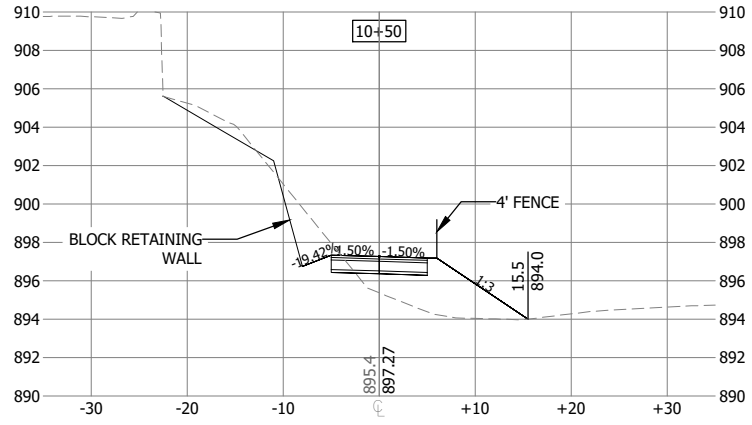
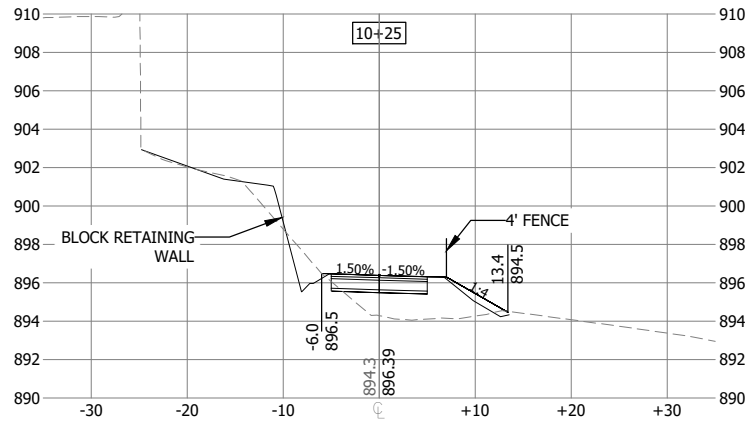
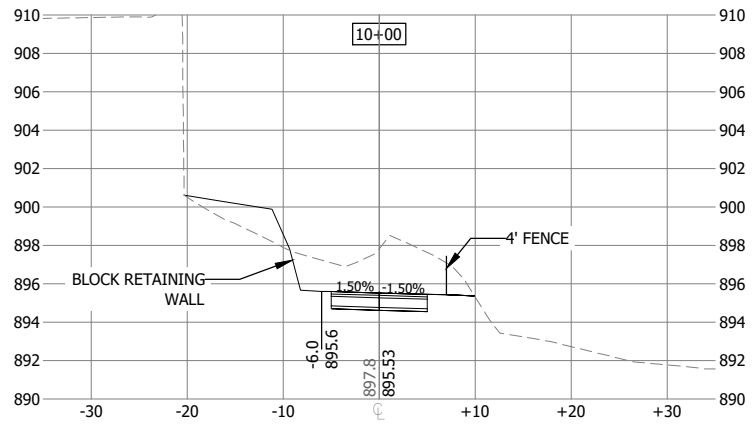
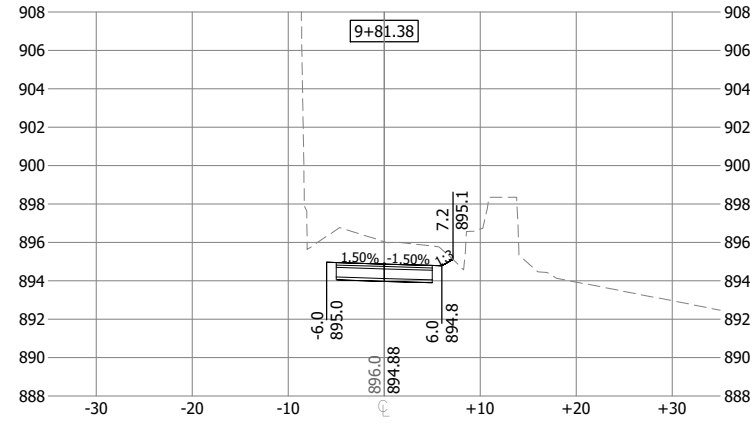
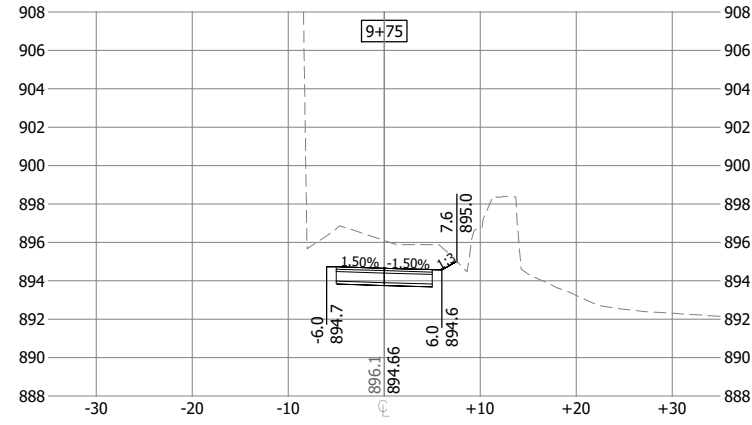
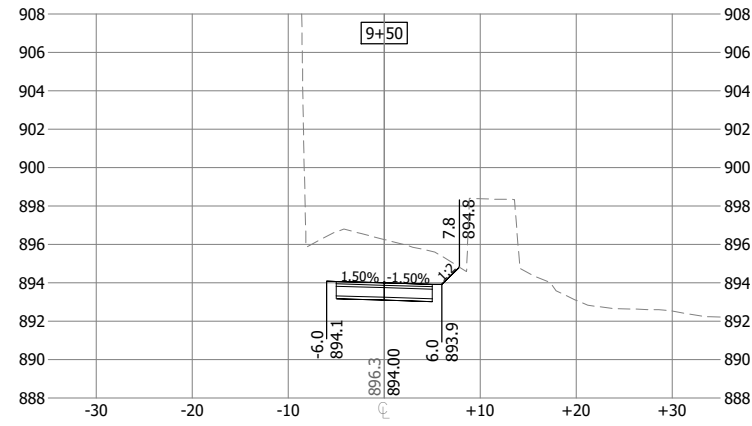
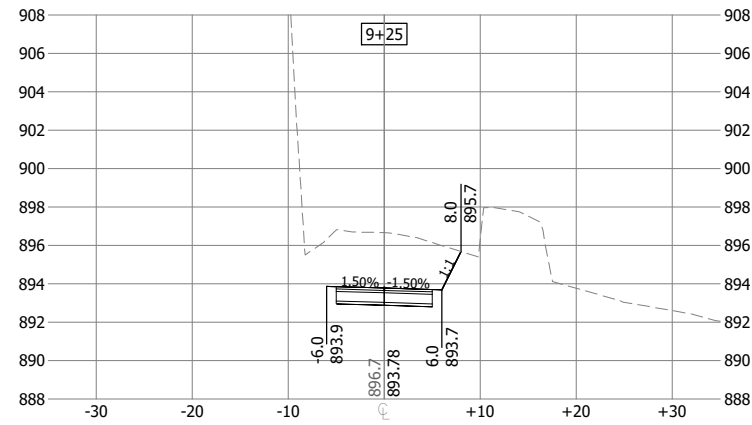
SHEET NO.:  
**C7.01**

**NOT FOR CONSTRUCTION**









ONE CARLSON PARKWAY  
SUITE 100  
PLYMOUTH, MN 55447  
PHONE: 763-252-8800  
WWW.STANTEC.COM

CLIENT:



# MCWD CEDAR-GREENWAY TRAIL CONNECTION

CITY OF SAINT LOUIS PARK  
HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE:

ISSUE NO.:

0	1	2	3
---	---	---	---

DATE:

DESCRIPTION:

FEASIBILITY STUDY

30% PLANS

60% PLANS

90% PLANS

CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION, OR REPORT PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN MY FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE:

PROJECT NO.:

227707443

DWN BY:

JE

CHKD BY:

NW

APP'D BY:

NW

ISSUE DATE:

04/23/2026

ISSUE NO.:

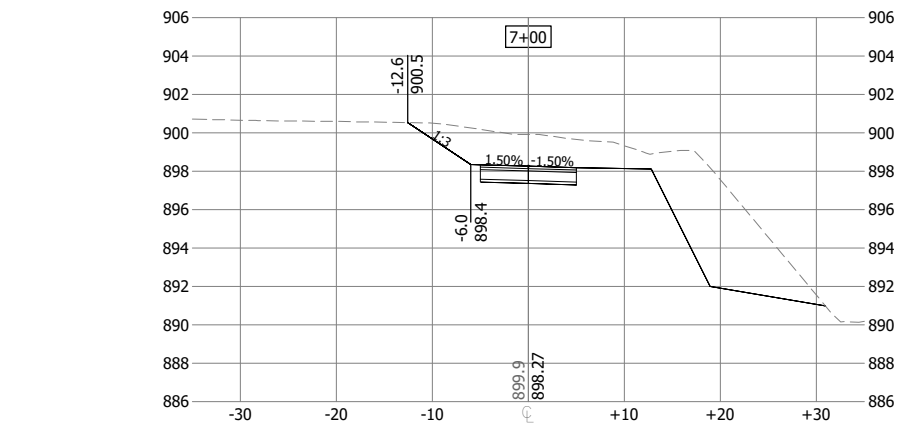
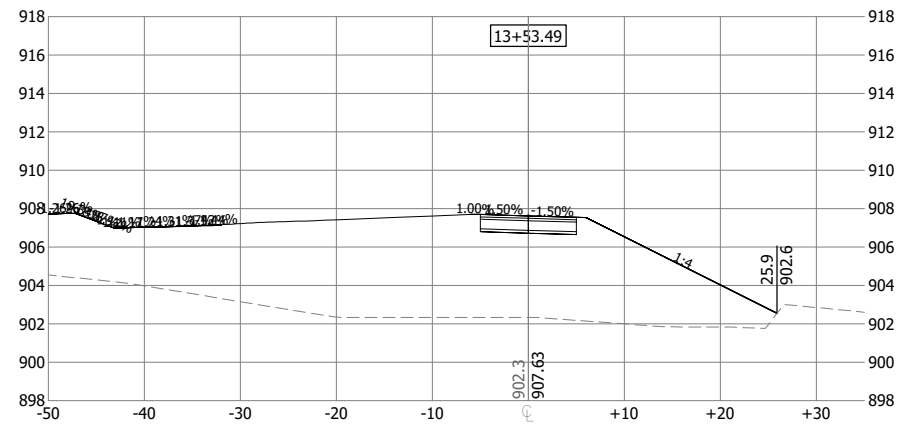
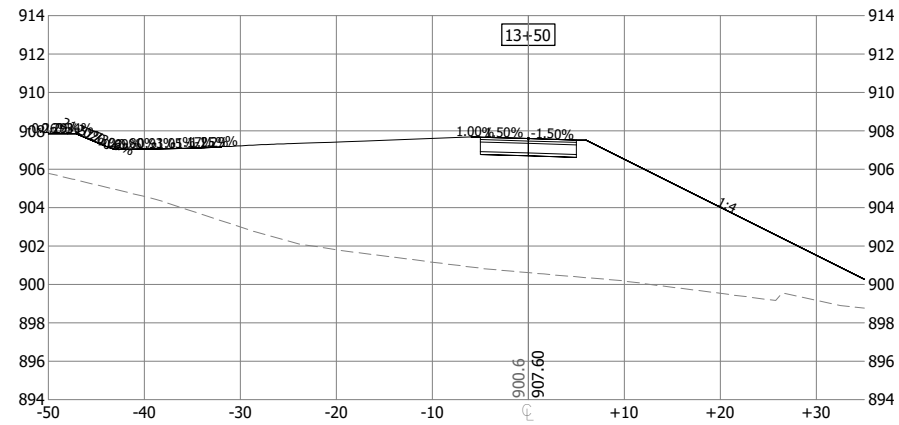
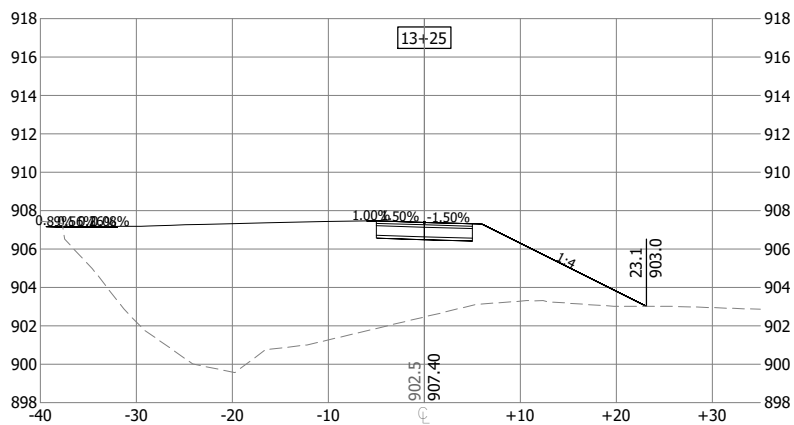
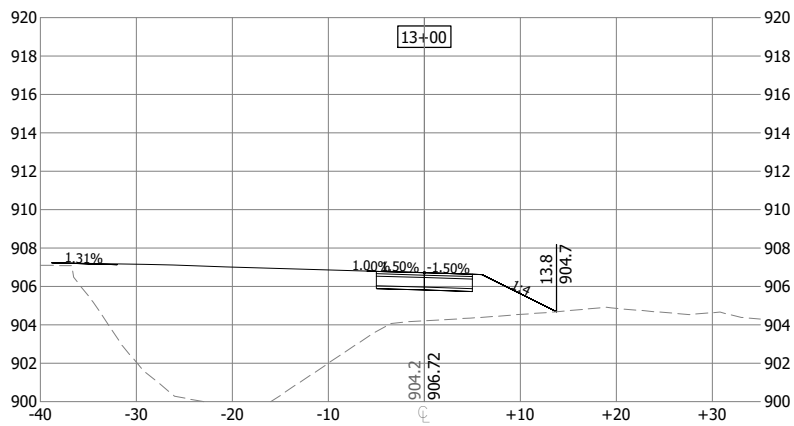
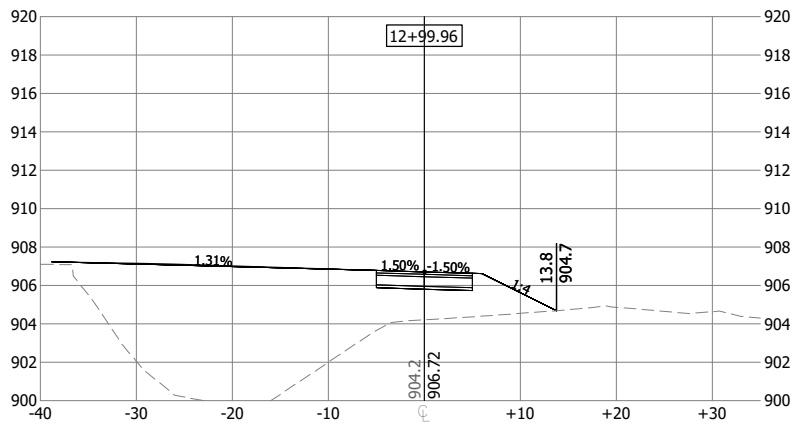
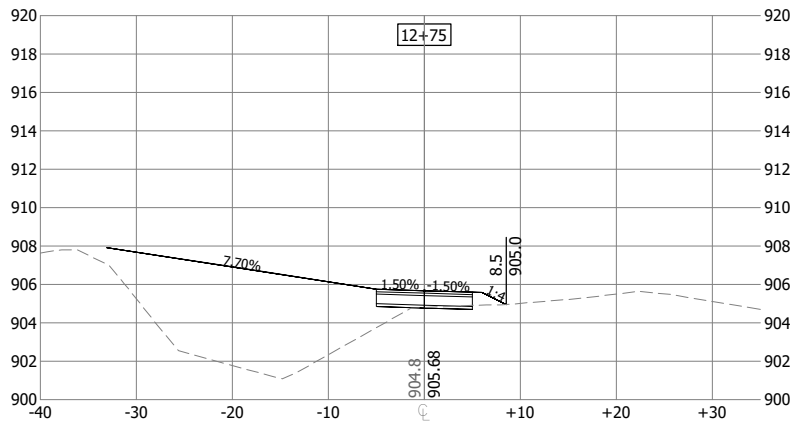
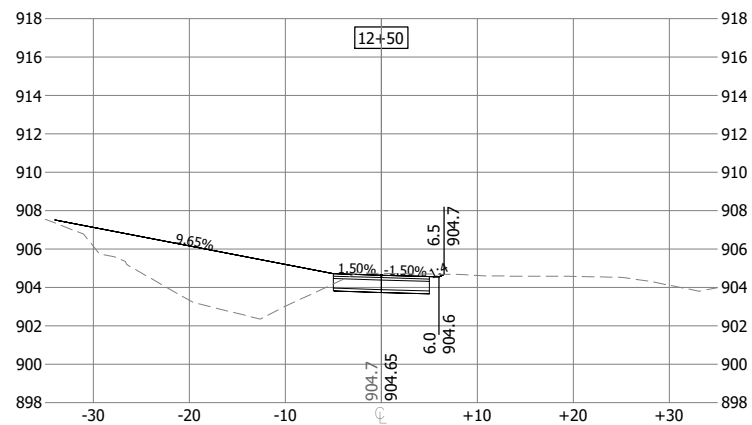
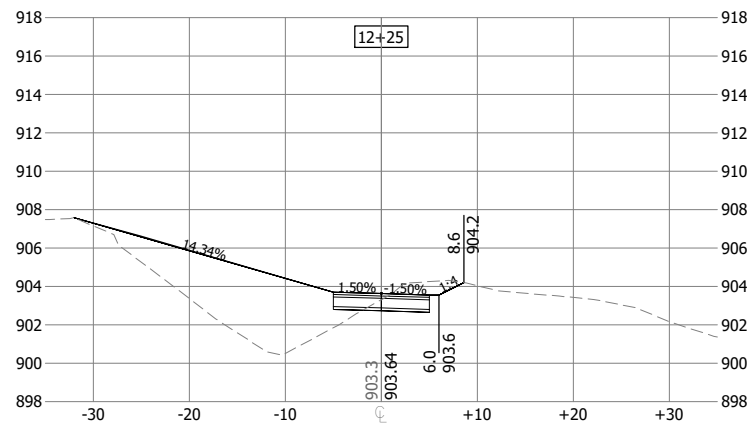
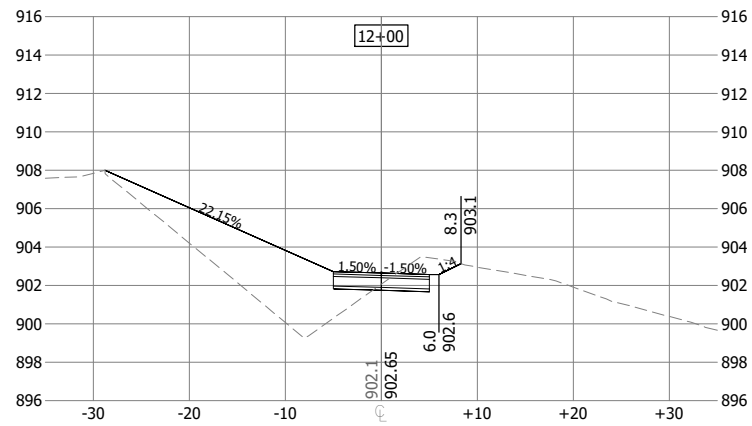
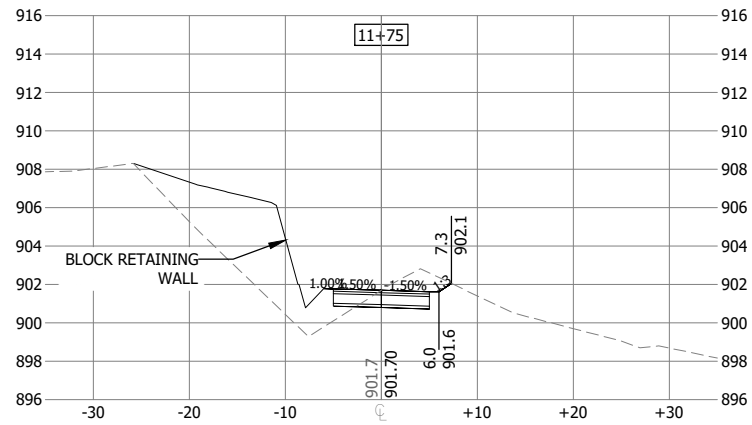
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SHEET TITLE:

CROSS SECTIONS

SHEET NO.:

C7.05



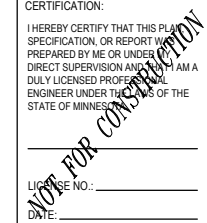
**MCWD CEDAR-GREENWAY TRAIL CONNECTION**  
CITY OF SAINT LOUIS PARK  
HENNEPIN COUNTY, MINNESOTA

ISSUE NO.	PROJECT TITLE
0	
1	
2	
3	

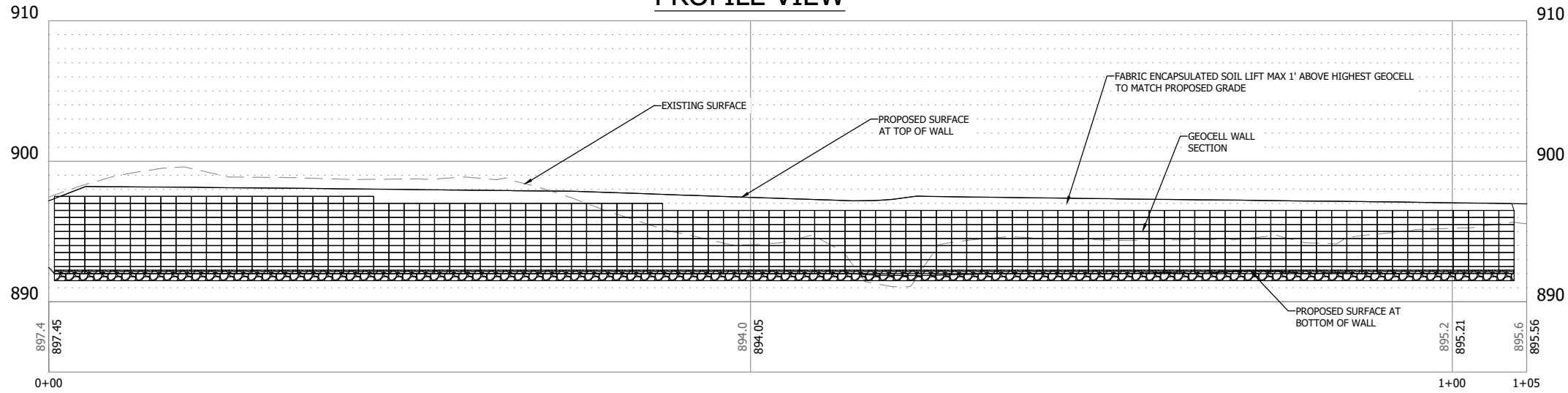
**CERTIFICATION:**  
I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE:	11/04/2022	DESCRIPTION:	FEASIBILITY STUDY
DATE:	XXXX/XX/XX	DATE:	30% PLANS
DATE:	09/22/2025	DATE:	60% PLANS
DATE:	04/23/2026	DATE:	90% PLANS

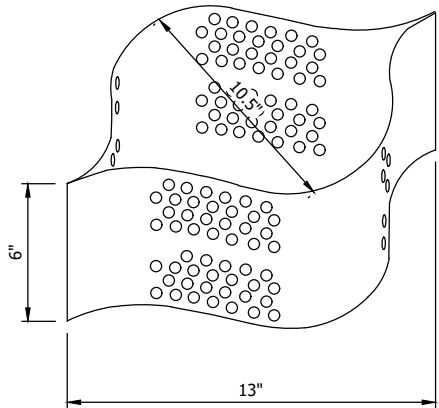
PROJECT NO.: 227707443  
DWN BY: JE    CHKD BY: NW    APPD BY: NW  
ISSUE DATE: 04/23/2026  
ISSUE NO.: 3  
SHEET TITLE: CROSS SECTIONS  
SHEET NO.: C7.06



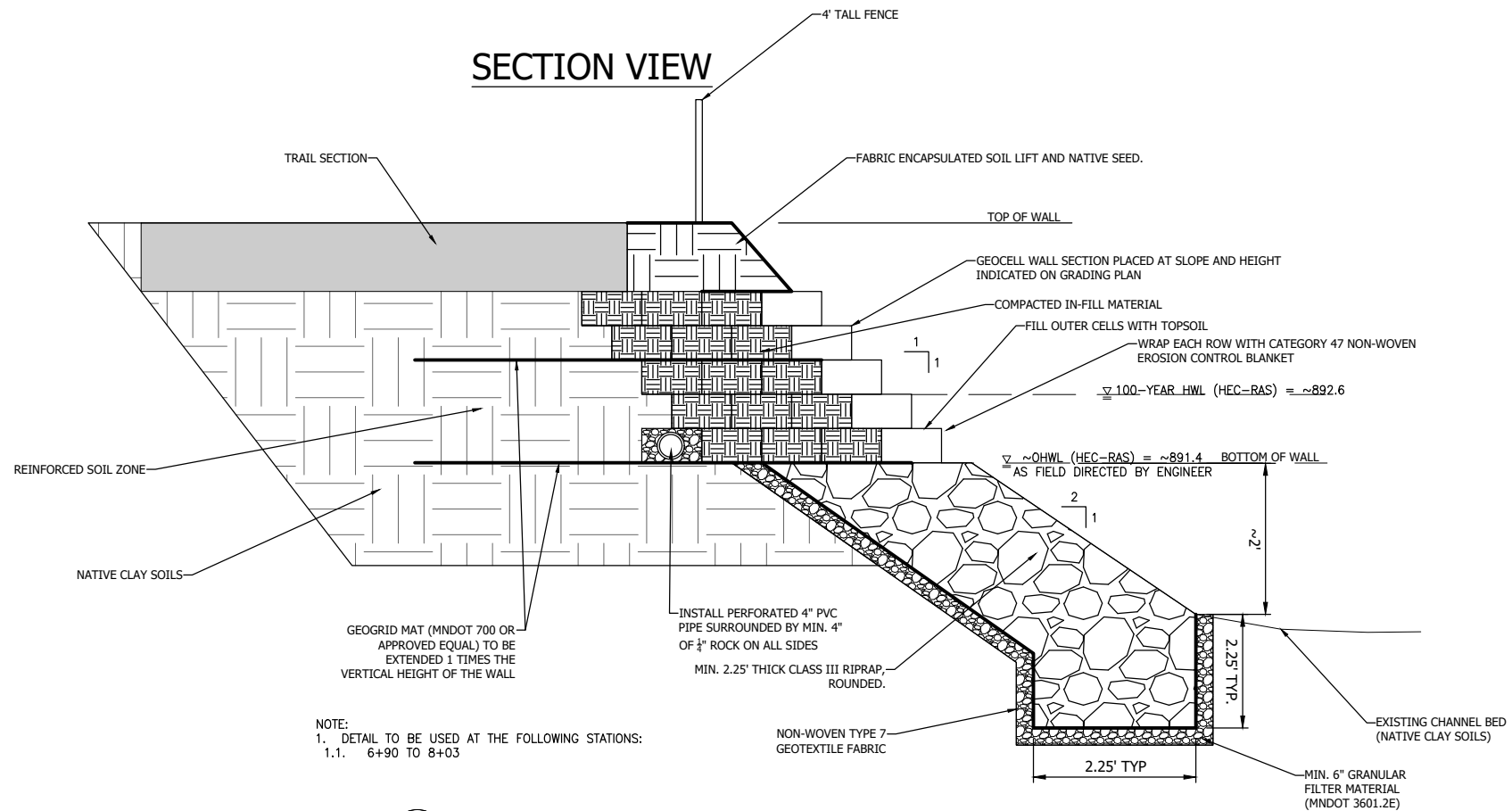
### PROFILE VIEW



### ISOMETRIC VIEW



### SECTION VIEW



NOTE:  
 1. DETAIL TO BE USED AT THE FOLLOWING STATIONS:  
 1.1. 6+90 TO 8+03

1 GEOCELL WALL DETAIL  
 C8.01 NOT TO SCALE

- NOTE:  
 1. WRAP EACH ROW WITH NON-WOVEN EROSION CONTROL BLANKET, CATEGORY 47.  
 2. EACH TOPSOIL FILLED GEOCELL TO BE SEEDED WITH NATIVE SEED.  
 3. PLUGS TO BE PLANTED WITHIN TOPSOIL FILLED GEOCELLS, AT 18-INCHES ON CENTER SPACING.



ONE CARLSON PARKWAY  
 SUITE 100  
 PLYMOUTH, MN 55447  
 PHONE: 763-252-6800  
 WWW.STANTEC.COM

CLIENT:



## MCWD CEDAR-GREENWAY TRAIL CONNECTION

CITY OF SAINT LOUIS PARK  
 HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE

ISSUE NO.	DESCRIPTION
0	FEASIBILITY STUDY
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DWN BY: JE    CHKD BY: NW    APPD BY: NW

ISSUE DATE: 04/23/2026

ISSUE NO.: 3

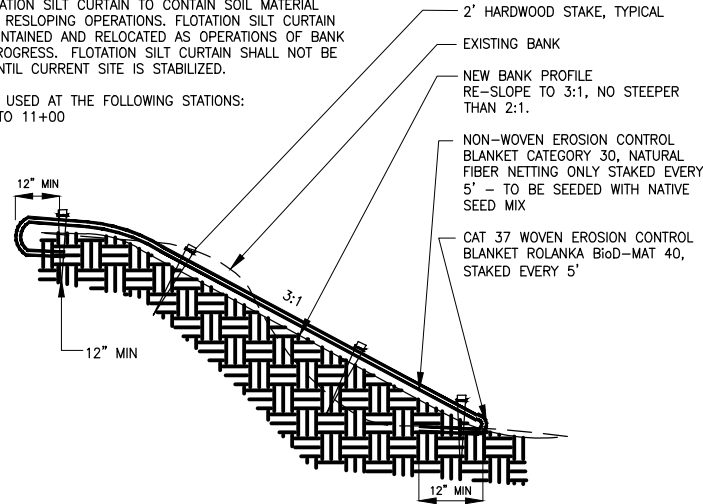
SHEET TITLE: DETAILS

SHEET NO.: C8.01

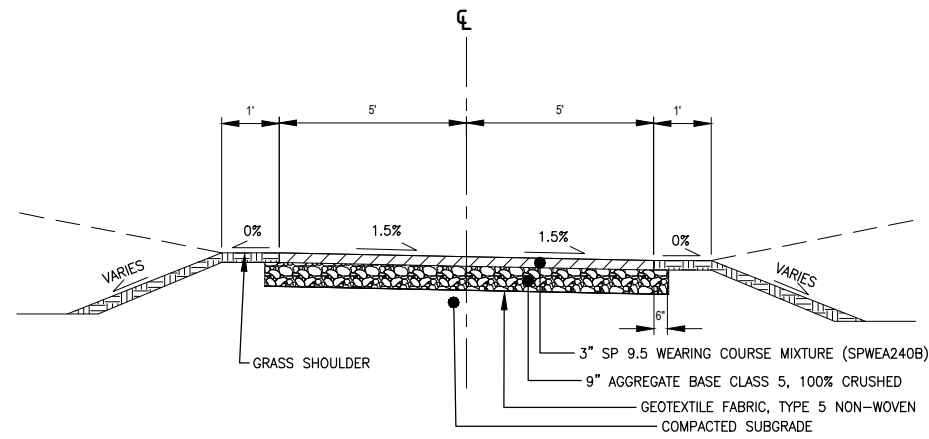
NOT FOR CONSTRUCTION

NOTE:  
PROVIDE FLOTATION SILT CURTAIN TO CONTAIN SOIL MATERIAL DURING BANK RESLOPING OPERATIONS. FLOTATION SILT CURTAIN SHALL BE MAINTAINED AND RELOCATED AS OPERATIONS OF BANK RESLOPING PROGRESS. FLOTATION SILT CURTAIN SHALL NOT BE RELOCATED UNTIL CURRENT SITE IS STABILIZED.

DETAIL TO BE USED AT THE FOLLOWING STATIONS:  
1. 10+25 TO 11+00

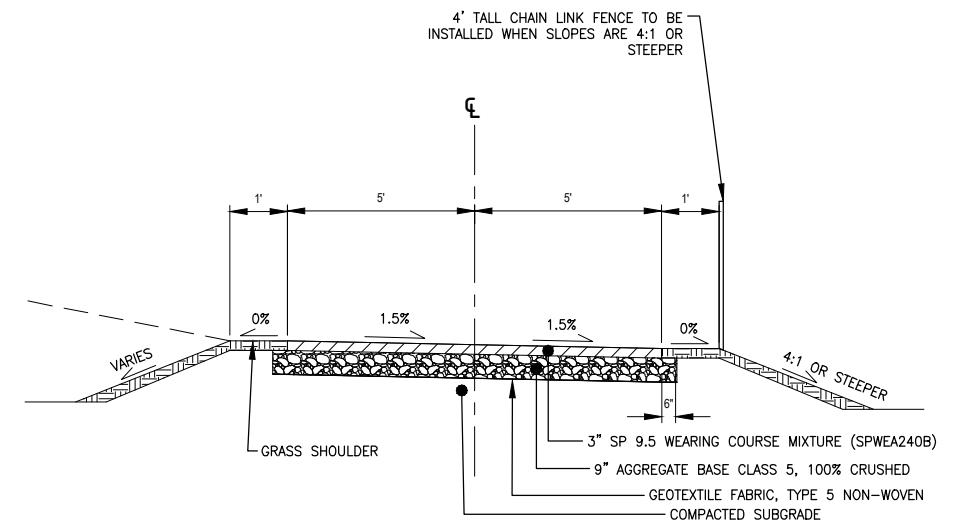


1 GRADED BANK  
C8.02 NOT TO SCALE



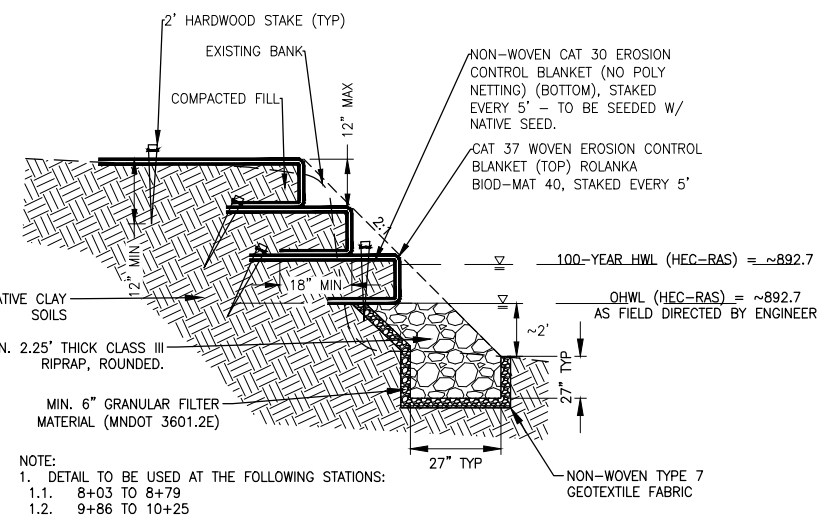
NOTES:  
1. SCARIFY AND RECOMPACT SUBGRADE TO A DEPTH OF 12 INCHES

2 TYPICAL PAVING SECTION - TRAIL MAIN  
C8.02 NOT TO SCALE



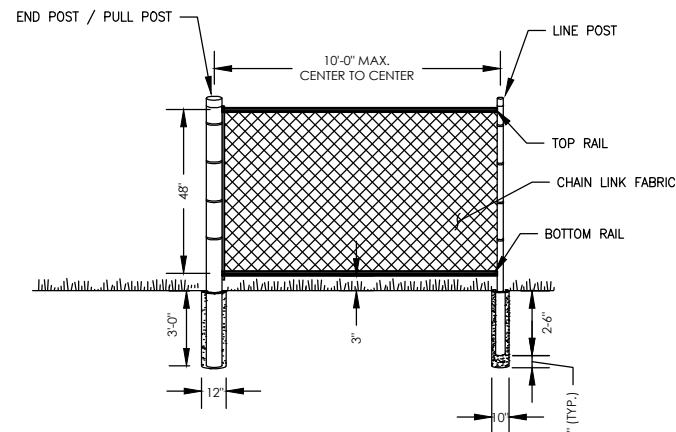
NOTES:  
1. SCARIFY AND RECOMPACT SUBGRADE TO A DEPTH OF 12 INCHES

3 TYPICAL PAVING SECTION - STEEP SLOPES  
C8.02 NOT TO SCALE



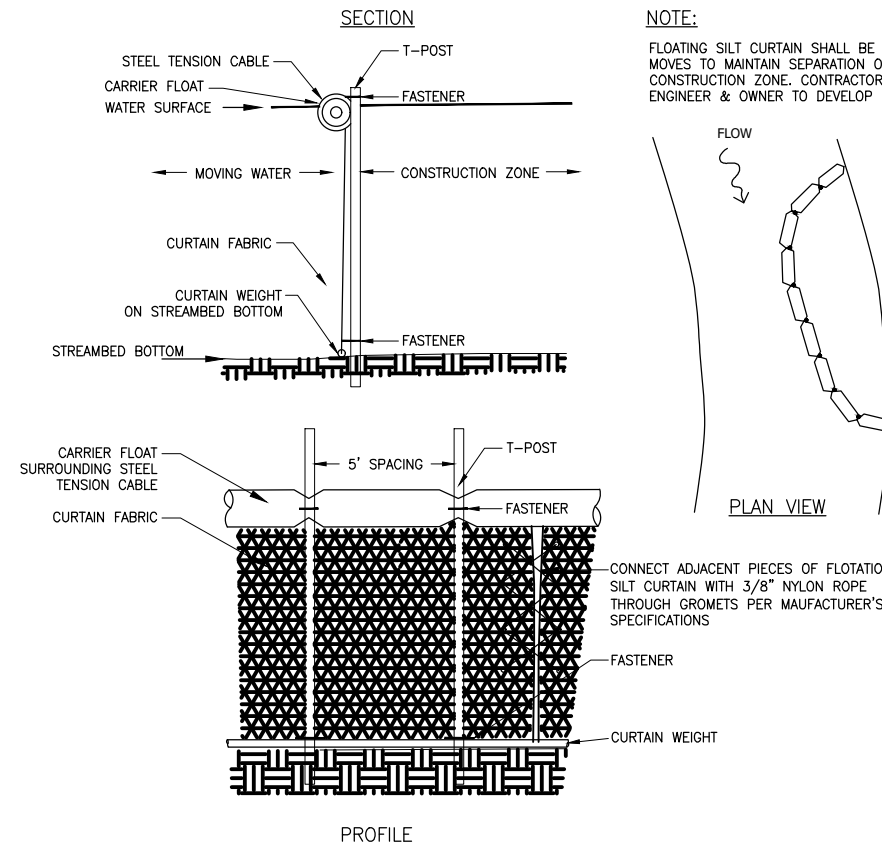
NOTE:  
1. DETAIL TO BE USED AT THE FOLLOWING STATIONS:  
1.1. 8+03 TO 8+79  
1.2. 9+86 TO 10+25

4 ENCAPSULATED SOIL LIFT WITH RIPRAP TOE  
C8.02 NOT TO SCALE



NOTES:  
1. 100% BONDED VINYL COATED - "BLACK", GALVANIZED.  
2. TERMINAL POST END, CORNER OR PULL POST: 3" O.D. GRADE "A" BONDED VINYL.  
3. LINE POSTS SHALL BE 2-1/2" O.D. GRADE "A" BONDED VINYL.  
4. TOP AND BOTTOM RAIL SHALL BE 1-5/8" O.D. GRADE "A" BONDED VINYL.  
5. ALL FITTINGS, TIES, LOOP CAPS AND COMPONENT PARTS SHALL BE VINYL COATED - "BLACK".  
6. CHAIN LINK FABRIC SHALL BE 2" MESH WITH KNUCKLED SELVAGE TOP AND BOTTOM, AND CONFORM TO REQUIREMENTS OF AASHTO M 181 TYPE IV.  
7. FABRIC SHALL BE TIED BELOW TOP RAIL AND ABOVE BOTTOM RAIL EVERY 12".  
8. FENCE SHALL BE GROUNDED.  
9. FENCE POSTS SHALL BE DRIVEN OR ENCASED IN CONCRETE FOOTINGS.

5 SAFETY BARRIER - CHAIN LINK W/ TOP RAIL  
C8.02 NOT TO SCALE

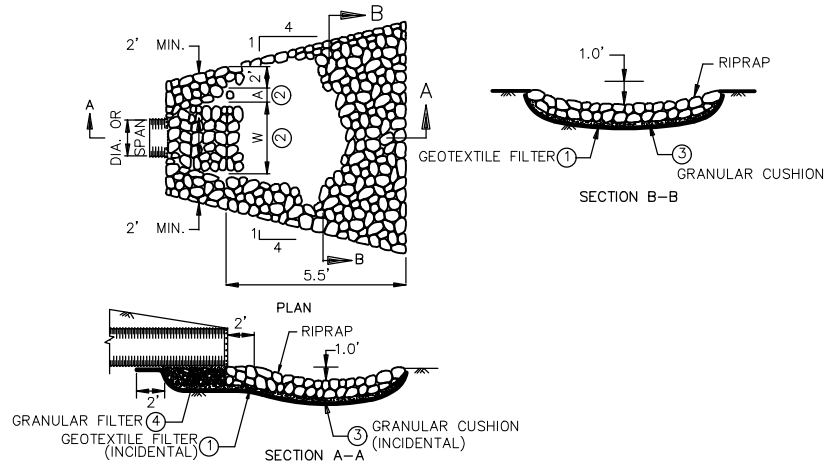


6 FLOTATION SILT CURTAIN  
C8.02 NOT TO SCALE

0	FEASIBILITY STUDY
1	30% PLANS
2	60% PLANS
3	90% PLANS

11/04/2022	FEASIBILITY STUDY
XXXX/2025	30% PLANS
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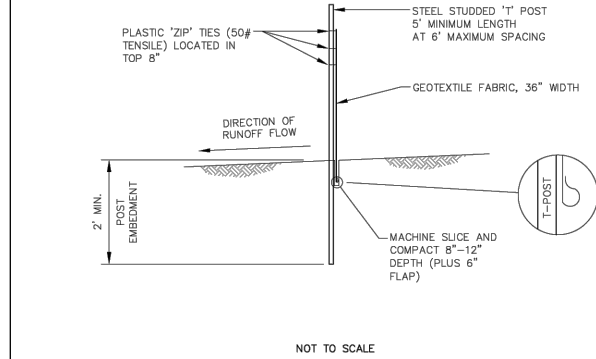
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NOTES:

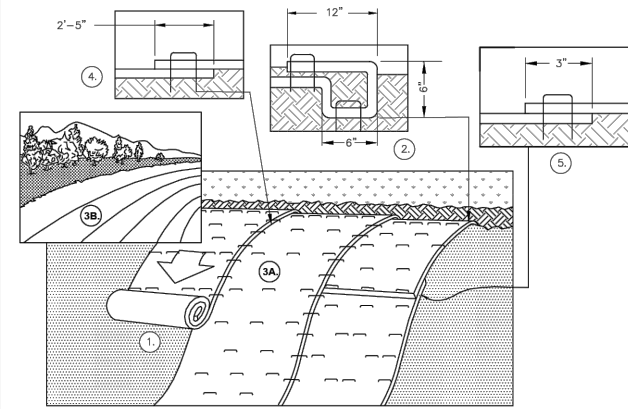
- ① GEOTEXTILE FILTER, SPEC. 3733, SHALL COVER THE BOTTOM AND SIDES OF THE AREA EXCAVATED FOR THE RIPRAP, GRANULAR FILTER MATERIALS.
- ② DIMENSIONS W AND A ARE GIVEN ON STANDARD PLATES 3122 AND 3123.
- ③ GRANULAR FILTER, SPEC. 3601, MAY BE USED AS A CUSHION LAYER. PLACE FILTER PER SPEC. 2511. THE CUSHION LAYER IS INCIDENTAL.
- ④ GRANULAR FILTER OR RIPRAP, SPEC. 3601, TO EXTEND UNDER ENTIRE OPEN PORTION OF PIPE APRON. DEPTH OF MATERIAL UNDER APRON SHALL MATCH RIPRAP DEPTH. WHEN USING RIPRAP INCREASE RIPRAP QUANTITY ACCORDINGLY AND PLACE A 3" LAYER OF 1.5" CRUSHED ROCK UNDER THE APRON TO AID IN GRADING FOR APRON PLACEMENT. CRUSHED ROCK IS INCIDENTAL.

1 PIPE OUTLET RIPRAP  
C8.03 NOT TO SCALE



NOT TO SCALE

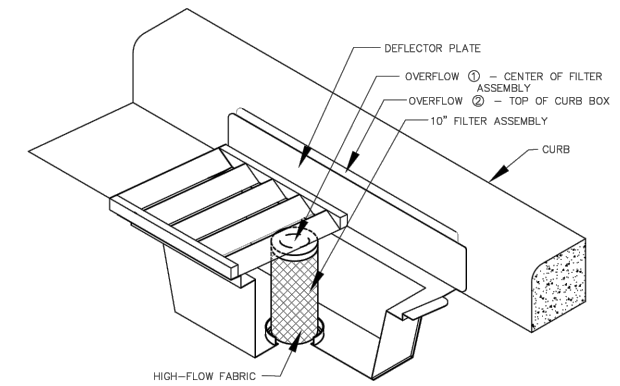
St. Louis Park MINNESOTA SILT FENCE MACHINE SLICED PUBLISH DATE 2/5/26 PLATE NO. EC-1



NOTES:

- 1. LOOSEN SOIL TO A DEPTH OF 4" AND INSTALL FERTILIZER AND SEED PRIOR TO INSTALLING EROSION CONTROL BLANKET.
- 2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" DEEP X 6" WIDE TRENCH WITH APPROXIMATELY 12" OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE BLANKET.
- 3. ROLL THE BLANKETS (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. STAPLE THE BLANKET IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING OPTIONAL DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
- 4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2"-5" OVERLAP DEPENDING ON BLANKET TYPE. TO ENSURE PROPER SEAM ALIGNMENT, PLACE THE EDGE OF THE OVERLAPPING BLANKET (BLANKET BEING INSTALLED ON TOP) EVEN WITH THE COLORED SEAM STITCH ON THE PREVIOUSLY INSTALLED BLANKET.
- 5. BLANKETS SPICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART ACROSS ENTIRE BLANKET WIDTH.
- 6. IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" MAY BE NECESSARY TO PROPERLY SECURE THE BLANKETS.

St. Louis Park MINNESOTA EROSION CONTROL BLANKET PUBLISH DATE 2/5/26 PLATE NO. EC-11



NOTES:

- 1. AS PART OF SWPPP REQUIREMENTS, THE CONTRACTOR SHALL INSPECT ALL INLET PROTECTION AT DEFINED INTERVALS, AS WELL AS AFTER QUALIFYING RAIN EVENTS. INLET PROTECTION SHALL BE MAINTAINED PER MANUFACTURER'S INSTRUCTIONS AND IN ACCORDANCE WITH ALL SWPPP REQUIREMENTS AND/OR AT THE DIRECTION OF THE ENGINEER.
- 2. INLET PROTECTION DEVICE MUST BE SPECIFIC FOR CURB TYPE AND FIT PROPERLY. THIS WILL ENSURE WATER AND SEDIMENT DO NOT BYPASS THE DEVICE.
- 3. AN ATTACHED BACKSTOP IS REQUIRED FOR INLET PROTECTION. ROCK LOGS OR OTHER DEVICES ARE NOT ALLOWED.
- 4. ALL LABOR, MATERIALS, AND EQUIPMENT TO FURNISH, INSTALL, MAINTAIN, REMOVE DEBRIS AND REMOVE DEVICE SHALL BE PAID PER EACH UNIT.

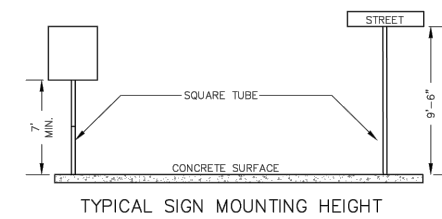
St. Louis Park MINNESOTA CATCH BASIN METAL INLET PROTECTION PUBLISH DATE 2/4/26 PLATE NO. EC-6

PLAN SYMBOL	COLOR	MUTCD CODE	SIZE (IN.)
	BLACK ON FLUORESCENT YELLOW-GREEN	W11-1	30 X 30
	BLACK ON FLUORESCENT YELLOW-GREEN	W16-1P	18 X 12
	BLACK ON FLUORESCENT YELLOW-GREEN	W11-15	30 X 30
	BLACK ON FLUORESCENT YELLOW-GREEN	W16-7P (R OR L)	21 X 15
	RED AND BLACK ON WHITE	RB-3	24 X 24
	RED AND BLACK ON WHITE	TYPE SPECIAL	18 X 18
	RED AND BLACK ON WHITE	TYPE SPECIAL	18 X 18

NOTES:

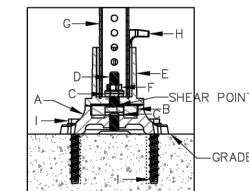
- 1. ALL SIGNS SHALL MEET THE LATEST REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 2. ALL SIGNS MUST MEET 2K FONT REQUIREMENTS.
- 3. ALL SIGNS MUST BE MASH-16 COMPLIANT.

St. Louis Park MINNESOTA SIGNAGE PUBLISH DATE 2/6/26 PLATE NO. SS-1



TYPICAL SIGN MOUNTING HEIGHT

KLEEN BREAK MODEL 425 CROSS SECTION VIEW



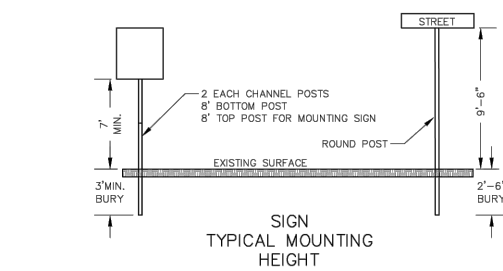
PARTS LIST

- A SURFACE MOUNT ANCHOR BASE
- B RUBBER BUSHING
- C LOCK WASHER
- D 5/8"-11 X 4" SHEAR BOLT
- D-1 SHOULDER
- E TOP HALF COUPLER
- F 5/8"-11 SERRATED FLANGE NUT
- G SIGN SUPPORT
- H SIGN SUPPORT LOCKING WEDGE
- I CONCRETE MOUNTING FASTENER - RED HEAD LDT 1/2" X 4" (CAT. NO. LDT -1240)

NOTES:

- 1. STREET BLADES TO BE INSTALLED ON TOP OF STOP SIGN IF LOCATED IN THE SAME CORNER OF THE INTERSECTION.
- 2. MOUNTING (PUNCHING CODE) FOR TYPE "C" SIGN PANELS SHALL BE AS INDICATED IN THE STANDARD SIGNS MANUAL UNLESS OTHERWISE SPECIFIED.
- 3. SQUARE TUBE SIGN POSTS PER MHDOT SPEC. 3402.
- 4. USE STAINLESS STEEL 5/8" BOLTS, NUTS AND NYLON WASHERS.

St. Louis Park MINNESOTA SIGN INSTALLATION - CONCRETE PUBLISH DATE 2/6/26 PLATE NO. SS-2



SIGN MOUNTING HEIGHT

CHANNEL POST MOUNTING FOR TYPE "C" SIGNS

ROUND POST INSTALLATION FOR STREET SIGNS USE EARL F. ANDERSON SIGN STABILIZER - SIGN ALIGN

NOTES:

- 1. STREET BLADES TO BE INSTALLED ON TOP OF STOP SIGN IF LOCATED IN THE SAME CORNER OF THE INTERSECTION.
- 2. MOUNTING (PUNCHING CODE) FOR TYPE "C" SIGN PANELS SHALL BE AS INDICATED IN THE STANDARD SIGNS MANUAL UNLESS OTHERWISE SPECIFIED.
- 3. ALL RISER (VERTICAL) "U" POSTS SHALL BE 8" LONG.
- 4. USE STAINLESS STEEL 5/8" BOLTS, NUTS AND NYLON WASHERS.

St. Louis Park MINNESOTA SIGN INSTALLATION PUBLISH DATE 2/6/26 PLATE NO. SS-3



ONE CARLSON PARKWAY  
SUITE 100  
PLYMOUTH, MN 55447  
PHONE: 763-252-6800  
WWW.STANTEC.COM

CLIENT:



MCWD CEDAR-GREENWAY  
TRAIL CONNECTION  
CITY OF SAINT LOUIS PARK  
HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE

ISSUE NO.	DESCRIPTION	DATE
0	FEASIBILITY STUDY	11/04/2022
1	30% PLANS	XXXX/2025
2	60% PLANS	09/22/2025
3	90% PLANS	04/22/2026

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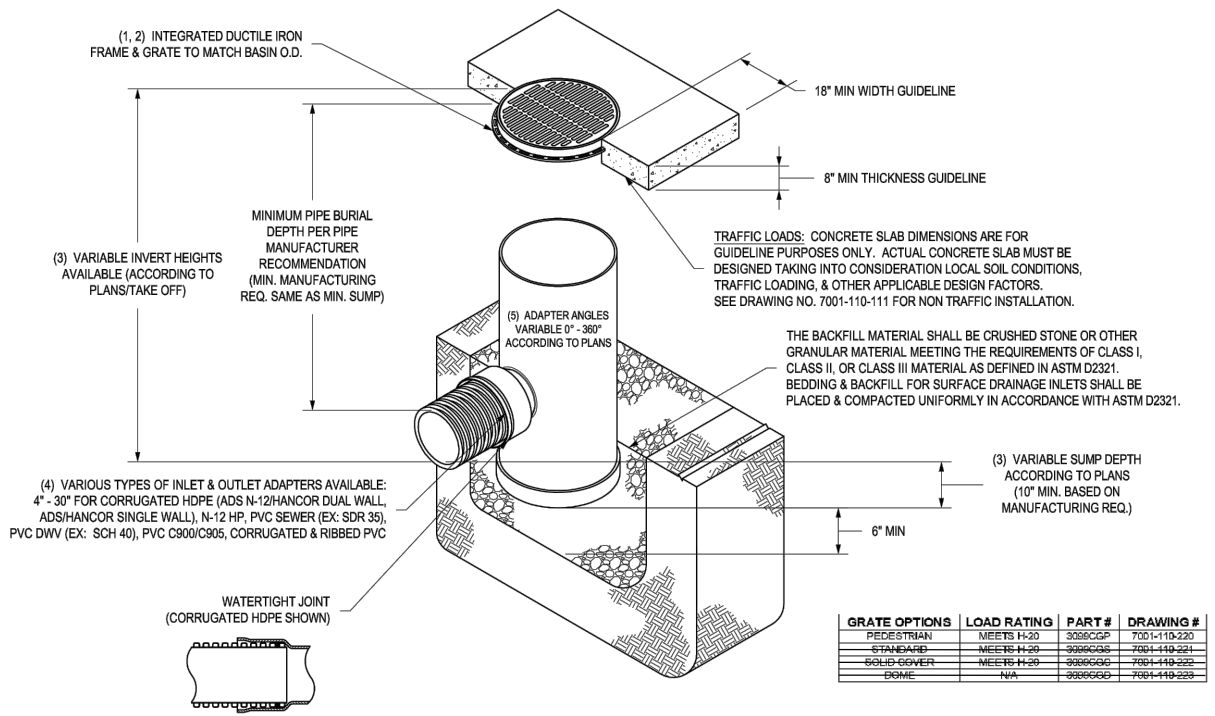
ISSUE DATE: 04/23/2026

ISSUE NO.: 3

SHEET TITLE: DETAILS

SHEET NO.: C8.03

**NYLOPLAST 30" DRAIN BASIN: 2830AG \_\_X**



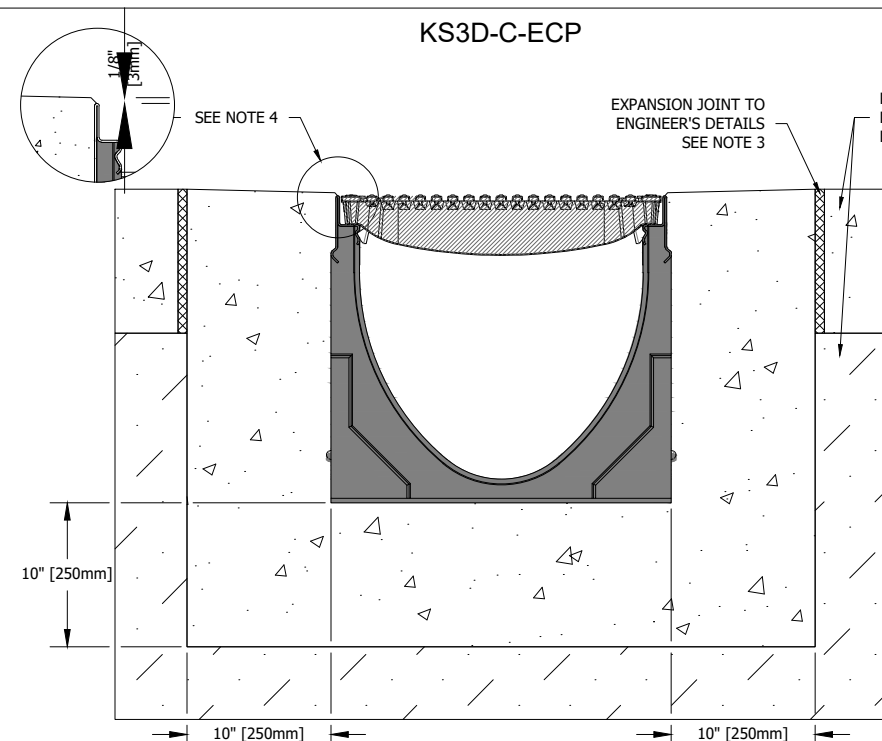
GRATE OPTIONS	LOAD RATING	PART #	DRAWING #
PEDESTRIAN	MEETS H-20	3056CCP	7001-110-220
STANDARD	MEETS H-20	3056CCS	7001-110-221
SOLID GOWER	MEETS H-20	3056CCG	7001-110-222
EXOME	N/A	3056CCO	7001-110-223

DRAWN BY	EBC	MATERIAL	3130 VERONA AVE BUFORD, GA 30518 PHN (770) 932-2443 FAX (770) 932-2490 www.nyloplast-us.com
DATE	04-03-06	PROJECT NO./NAME	
REVISED BY	NMH	TITLE	30 IN DRAIN BASIN QUICK SPEC INSTALLATION DETAIL
DATE	03-14-16	DWG NO.	7001-110-193
DWG SIZE	A	SCALE	1:40
SHEET	1 OF 1		
		REV	G

- GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.  
 - FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.  
 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS.  
 - RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS.  
 - SEE DRAWING NO. 7001-110-065.  
 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER (EX. SDR 35), PVC DWV (EX. SCH 40), PVC C900/C905, CORRUGATED & RIBBED PVC.  
 - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.

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**NOTES:**  
 1. ENSURE MINIMUM DIMENSIONS SHOWN ARE SUITABLE FOR EXISTING GROUND CONDITIONS. *ENGINEERING ADVICE MAY BE REQUIRED.*  
 2. MINIMUM CONCRETE STRENGTH OF 4,000 PSI IS RECOMMENDED. CONCRETE SHOULD BE VIBRATED TO ELIMINATE AIR POCKETS.  
 3. EXPANSION AND CONTRACTION CONTROL JOINTS AND REINFORCEMENT ARE RECOMMENDED TO PROTECT CHANNEL AND CONCRETE SURROUND. *ENGINEERING ADVICE MAY BE REQUIRED.*  
 4. THE FINISHED LEVEL OF THE CONCRETE SURROUND MUST BE APPROX. 1/8" [3mm] ABOVE THE TOP OF THE CHANNEL EDGE.  
 5. CONCRETE BASE THICKNESS SHOULD MATCH SLAB THICKNESS. *ENGINEERING ADVICE MAY BE REQUIRED* TO DETERMINE PROPER LOAD CLASS.  
 6. REFER TO ACO'S LATEST INSTALLATION INSTRUCTIONS FOR FURTHER DETAILS.

**SPECIFICATION CLAUSE**

**KS300 KLASIKDRAIN 'DRAINLOK' LOAD CLASS C**

**GENERAL**  
 THE SURFACE DRAINAGE SYSTEM SHALL BE POLYMER CONCRETE KS300 CHANNEL SYSTEM WITH STAINLESS STEEL EDGE RAILS AS MANUFACTURED BY ACO, INC.

**MATERIALS**  
 CHANNELS SHALL BE MANUFACTURED FROM POLYESTER RESIN POLYMER CONCRETE WITH AN INTEGRALLY CAST-IN STAINLESS STEEL EDGE RAIL. MINIMUM PROPERTIES OF POLYMER CONCRETE WILL BE AS FOLLOWS:

COMPRESSIVE STRENGTH:	13,000 PSI
FLEXURAL STRENGTH:	3,200 PSI
TENSILE STRENGTH:	1,500 PSI
WATER ABSORPTION:	0.07%
FROST PROOF	YES
DILUTE ACID AND ALKALI RESISTANT	YES
B117 SALT SPRAY TEST COMPLIANT	YES

THE SYSTEM SHALL BE 12" (300mm) NOMINAL INTERNAL WIDTH WITH A 14.2" (390mm) OVERALL WIDTH AND A BUILT-IN SLOPE OF 0.5%. CHANNEL INVERT SHALL HAVE DEVELOPED "V" SHAPE. ALL CHANNELS SHALL BE INTERLOCKING WITH A MALE/FEMALE JOINT.

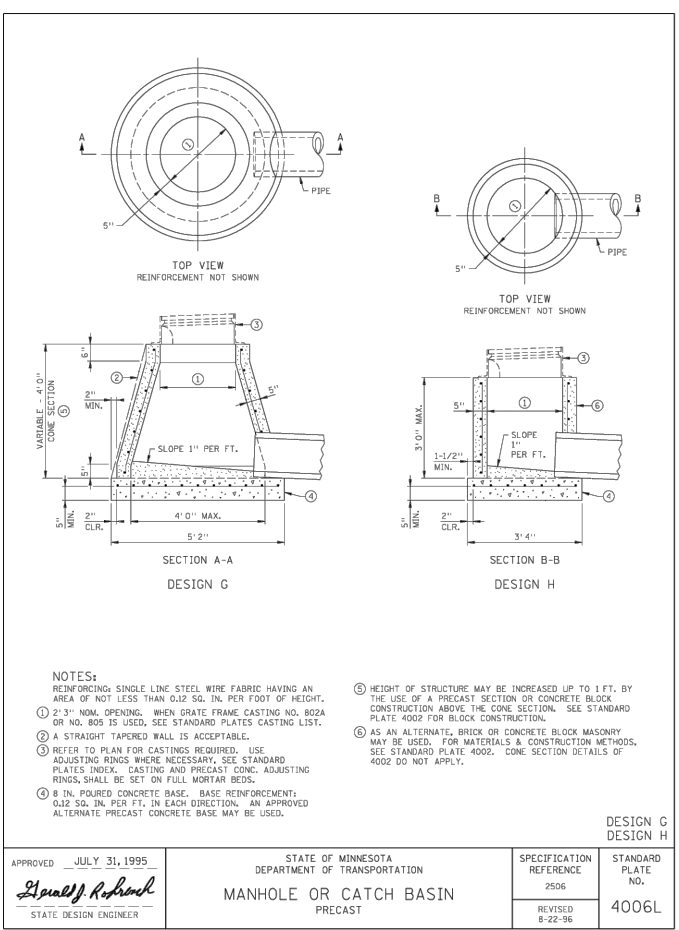
THE COMPLETE DRAINAGE SYSTEM SHALL BE BY ACO, INC. ANY DEVIATION OR PARTIAL SYSTEM DESIGN AND/OR IMPROPER INSTALLATION WILL VOID ANY AND ALL WARRANTIES PROVIDED BY ACO, INC.

CHANNEL SHALL WITHSTAND LOADING TO PROPER LOAD CLASS AS OUTLINED BY EN 1433. GRATE TYPE SHALL BE APPROPRIATE TO MEET THE SYSTEM LOAD CLASS SPECIFIED AND INTENDED APPLICATION. GRATES SHALL BE SECURED USING 'DRAINLOK' BOLTLESS LOCKING SYSTEM. CHANNEL AND GRATE SHALL BE CERTIFIED TO MEET THE SPECIFIED EN 1433 LOAD CLASS. THE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

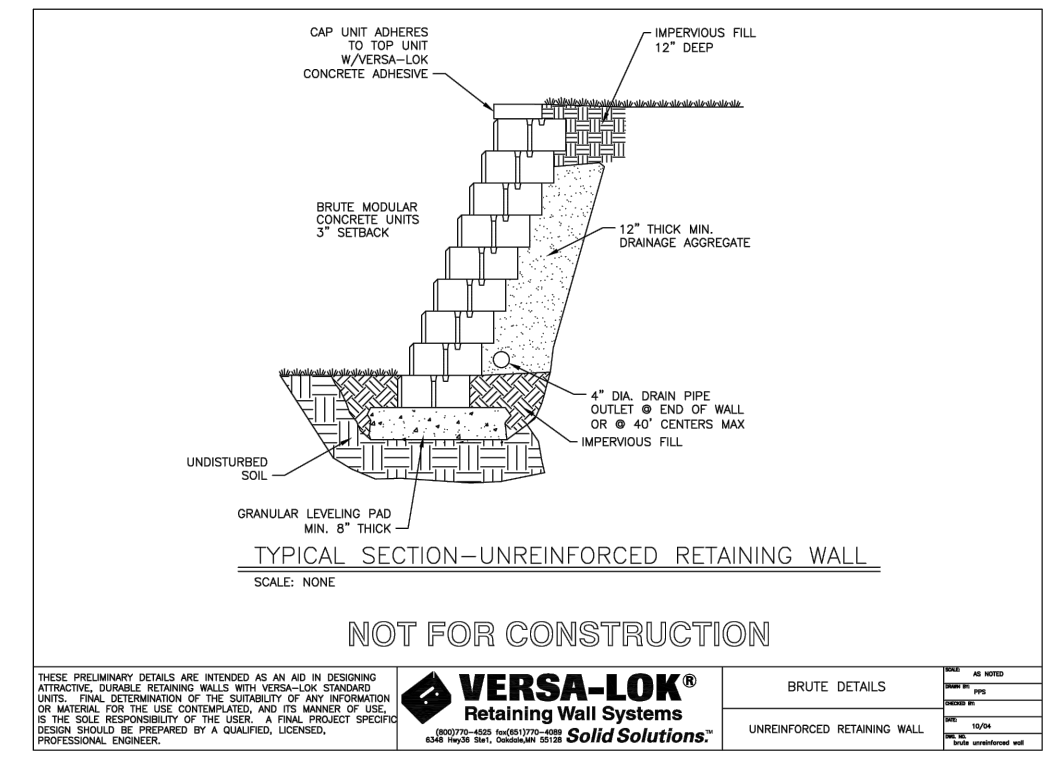


**MCWD CEDAR-GREENWAY TRAIL CONNECTION**  
 CITY OF SAINT LOUIS PARK  
 HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE	MCWD CEDAR-GREENWAY TRAIL CONNECTION
ISSUE NO.	0
DESCRIPTION	FEASIBILITY STUDY
DATE	11/04/2022
DESCRIPTION	30% PLANS
DATE	XXX/XX/XX
DESCRIPTION	60% PLANS
DATE	09/22/2025
DESCRIPTION	90% PLANS
DATE	04/22/2026
CERTIFICATION:	I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER DIRECT SUPERVISION AND WITH MY DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
PROJECT NO.:	227707443
DWN BY:	JE
CHKD BY:	NW
APPD BY:	NW
ISSUE DATE:	04/23/2026
ISSUE NO.:	3
SHEET TITLE:	DETAILS
SHEET NO.:	C8.04



APPROVED	JULY 31, 1995	STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION	SPECIFICATION REFERENCE 2506	STANDARD PLATE NO. 4006L
		MANHOLE OR CATCH BASIN PRECAST	REVISED 8-22-96	



**NOT FOR CONSTRUCTION**

THESE PRELIMINARY DETAILS ARE INTENDED AS AN AID IN DESIGNING ATTRACTIVE, DURABLE RETAINING WALLS WITH VERSA-LOK STANDARD UNITS. FINAL DETERMINATION OF THE SUITABILITY OF ANY INFORMATION OR MATERIAL FOR THE USE CONTEMPLATED, AND ITS MANNER OF USE, IS THE SOLE RESPONSIBILITY OF THE USER. A FINAL PROJECT SPECIFIC DESIGN SHOULD BE PREPARED BY A QUALIFIED, LICENSED PROFESSIONAL ENGINEER.

BRUTE DETAILS	UNREINFORCED RETAINING WALL
SCALE	AS NOTED
DRAWN BY	PPS
CHECKED BY	
DATE	10/24
BY	Brute unreinforced wall



**Project Agreement**  
**Creekwest LLC, City of St. Louis Park & Minnehaha Creek Watershed District**

**Greenway to Cedar Trail Connection & Streambank Restoration Project**

This Project Agreement (“Agreement”) is made among the Minnehaha Creek Watershed District (MCWD), a watershed district and political subdivision with powers at Minnesota Statutes Chapters 103B and 103D; the City of St. Louis Park (“City”), a home-rule charter city of the State of Minnesota; and Creekwest LLC, a Minnesota limited liability corporation (“Creekwest”) (together, the “parties”).

**Recitals**

A. MCWD intends to construct a bituminous bicycle/pedestrian trail connecting the Minnehaha Creek Preserve trail system to the Cedar Lake LRT Regional Trail. The connection would depart from the regional trail; pass under the Southwest Light Rail, freight rail, and Cedar Lake LRT Regional Trail bridges; and run along Powell Road to Meadowbrook Road. In addition, MCWD intends to restore streambank and implement other ecological improvements with respect to the riparian edge of Minnehaha Creek (together, the “Project”).

B. MCWD, in coordination with the City of St. Louis Park (“City”), completed a feasibility study for the trail work in 2023. MCWD, in consultation with the City, has selected a trail configuration. The configuration causes the trail to pass over a parcel owned by Creekwest that is riparian to Minnehaha Creek. The parcel is the site of Professional Instruments Co. (PICO), as a tenant of Creekwest, with address 7800 Powell Road (PID 20-117-21-23-0022) (the “Creekwest Property”). The Creekwest Property shares a boundary with two parcels that the City owns, and over which the Project also will pass (together, the “City Property”).

C. MCWD and the City, which by separate agreement with MCWD will assume trail ownership and maintenance responsibilities, find that the Project as conceived will provide water resource and other public benefits. Creekwest wishes to support Project implementation.

**THEREFORE**, the parties enter into this Agreement, intending to be legally bound.

**Terms**

1. Exhibit A to this Agreement depicts the proposed trail alignment for the Project (“Alignment”). The Alignment will result in locating a portion of the trail, with associated grading and landscaping, on about 1,100 square feet of what is presently the Creekwest Property. The parties will cooperate as follows, to effect a fee conveyance of the affected area, as delineated on Exhibit A, from Creekwest to the City (the “Conveyed Property”). By separate agreement between MCWD and the City, the City will allow MCWD to construct the Alignment on the City Property, as expanded by the Conveyed Property.

a. The Creekwest Property is platted and registered. To facilitate the conveyance, MCWD will retain a surveyor to prepare a legal description of the Conveyed Property, and a legal description of the Creekwest Property as modified by excision of the Conveyed Property. MCWD will provide in the survey scope of work for the City and Creekwest to be specified as beneficiaries of the surveyor's duty of care and warranty.

b. Before accepting the Conveyed Property, the City may:

(i) conduct such title examination, at its cost, as it deems appropriate, in order to determine that the City will receive marketable title to the Conveyed Property;

(ii) conduct such environmental investigation as it deems appropriate; MCWD possesses a Phase I environmental site assessment dated September 24, 2025, which it has provided to the City for informational purposes; MCWD and Creekwest each will provide the City with copies of any Phase I or Phase II investigative data that either of them may have in its possession related to the Project or the Conveyed Property;

(iii) determine, as a condition of acceptance, to obtain a no association letter from the Minnesota Pollution Control Agency with respect to the Conveyed Property.

Within 30 days of MCWD and Creekwest written confirmation that they have provided the City with all data referenced in paragraph b(ii) above, the City will advise MCWD in writing of any objection to title or of the need for additional time to obtain a no association letter. The parties will cooperate promptly and in good faith to resolve any indicated outstanding matter.

c. To facilitate the conveyance, MCWD will prepare a quitclaim deed, transferring fee simple title to the Conveyed Property from Creekwest to the City. The deed will reserve to Creekwest an easement that:

(i) grants Creekwest the right, on reasonable terms, to temporarily occupy that part of the Conveyed Property southwest of the paved trail to maintain the retaining wall and stormwater drains at the new Creekwest/City parcel boundary; and

(ii) allows the City to extend any Creekwest stormwater conveyance that discharges at or adjacent to the City Property, provided the City does not impede the discharge at the property boundary.

d. Creekwest and the City will promptly review the deed. The City Manager will use best efforts to facilitate prompt internal review and prompt approval by the City Council, if necessary. If any basis for non-approval arises, the parties will consult promptly and in good faith to resolve the matter.

e. The parties will coordinate in good faith to effect the conveyance, which will be arranged to be effective on Project award of contract by the MCWD Board of Managers. At that time, MCWD, on behalf of the City, will pay Creekwest \$5,000 as consideration for the conveyance. With any MCWD cooperation as the City may request, the City will be responsible to file the deed with the Hennepin County Registrar of Titles and to provide for issuance of a title certificate to the City and a notation of the conveyance on the certificate of the Creekwest Property.

f. MCWD will bear the cost of the paragraph 1.a survey work, paragraph 1.c deed preparation, and paragraph 1.e payment to Creekwest. The City will bear the cost for its paragraph 1.b undertakings and registration fees under paragraph 1.e. MCWD will reimburse Creekwest up to \$1,000 for its consultant and attorney fees to review the legal description and deed. The City and Creekwest acknowledge that in facilitating and bearing the cost to prepare the deed and legal descriptions under this section, MCWD is not assuming a duty of care to either party as to those products, and is held harmless by each party.

2. During Project design, Creekwest and MCWD will consult with respect to MCWD use of the Creekwest Property during construction for staging or access. MCWD and Creekwest will engage in good faith, and in a timely way, to consider the impact of construction needs on PIC operations, including site parking, vehicle movement and other relevant concerns. MCWD and Creekwest will work together to determine whether temporary use of the Creekwest Property for construction staging is acceptable to Creekwest.

3. Outcomes that MCWD may seek under paragraph 2, above, may rest on how the City applies its regulatory and other authority with respect to use of the Creekwest Property and of public right-of-way adjacent to the Creekwest Property. The City will timely determine and communicate legal constraints on the temporary use of public right-of-way for parking or other purposes and, subject to those constraints, will use its discretion to support MCWD staging and access plans. MCWD is responsible to engage the City in the examination described in paragraph 2, but Creekwest will cooperate in this effort. Where it is appropriate for Creekwest to engage directly with the City, or where Creekwest must generate information to advance MCWD engagement with the City, Creekwest will do so promptly and in good faith.

4. During design, Creekwest will provide MCWD all information and knowledge that it has as to its stormwater management infrastructure. MCWD will design the project to avoid restriction of present stormwater conveyance from the Property.

5. For the purpose of project design, MCWD and those under its direction or authority may enter the Creekwest Property at reasonable times, park vehicles within parking area on the Creekwest Property, move about the Creekwest Property on foot and with equipment, and perform tests and investigations within the area designated on Exhibit A. MCWD will provide reasonable notice before entry as Creekwest may request.

6. If, pursuant to paragraph 2, MCWD and Creekwest concur in MCWD temporary construction use of the Creekwest Property, at MCWD request Creekwest will convey a temporary easement reflecting the agreed-to temporary construction use of the Creekwest Property. MCWD will bear the cost of any engineering or survey work needed to delineate temporary easement area. MCWD will be responsible to record the easement, at its expense.

7. MCWD will hold Creekwest and its governing members harmless, and indemnify them, from any and all actions, costs (including reasonable attorney fees), damages and liabilities to the degree they are the result of any action by MCWD under authority of the easement referenced in paragraph 6, above, that is the basis for MCWD liability in law or equity. With respect to MCWD presence on the Creekwest Property pursuant to that easement, Creekwest will hold MCWD, its board members and employees harmless, and indemnify them, from any and all actions, costs (including reasonable attorney fees), damages and liabilities to the degree they are the result of any action by Creekwest that is the basis for Creekwest liability in law or equity. Neither the foregoing nor any other term of this Agreement creates a right in, or waives an immunity, defense or liability limit with respect to, any third party.

8. A notice permitted or required by this Agreement may be given by delivery, mail or electronic mail transmission to the following project representatives, or a successor as any party may notify the others in accordance with this provision:

MCWD:

Gabriel Sherman  
Planner-Project Manager  
15320 Minnetonka Blvd, Minnetonka, MN 55345  
[gsherman@minnehahacreek.org](mailto:gsherman@minnehahacreek.org)

St. Louis Park:

Jack Sullivan  
Assistant City Engineer  
5005 Minnetonka Blvd.  
St. Louis Park, MN 55416  
[jsullivan@stlouisparkmn.gov](mailto:jsullivan@stlouisparkmn.gov)

9. The terms of this Agreement are severable. If any term of the Agreement is held by a court of jurisdiction to be contrary to law, the decision will not affect the remaining terms of the Agreement.

10. This Agreement is to be governed by and construed in accordance with Minnesota law. Any claim under this Agreement will have venue in Hennepin County.

**CREEKWEST LLC**

**CITY of ST. LOUIS PARK**

**MINNEHAHA CREEK WATERSHED DISTRICT**

**Exhibit A**

**Trail Alignment**

DRAFT

**Cooperative Agreement  
Greenway to Cedar Trail Connection & Streambank Restoration Project  
City of St. Louis Park & Minnehaha Creek Watershed District**

This Cooperative Agreement (“Agreement”) is made between the Minnehaha Creek Watershed District (MCWD), a watershed district and political subdivision with powers at Minnesota Statutes Chapters 103B and 103D, and the City of St. Louis Park (“City”), a home rule charter city of the State of Minnesota (together, the “parties”).

**Recitals**

A. MCWD intends to construct a bituminous bicycle/pedestrian trail connecting the Minnehaha Creek Preserve trail system to the Cedar Lake LRT Regional Trail. The connection will depart from the regional trail; pass under the METRO Green Line Extension light rail, freight rail, and Cedar Lake LRT Regional Trail bridges; and run along Powell Road to Meadowbrook Road (“Trail Element”). In addition, MCWD may restore streambank and implement other ecological improvements with respect to the riparian edge of Minnehaha Creek (“Ecological Element”; together with Trail Element, the “Project”).

B. MCWD and the City coordinated on a feasibility study completed by the MCWD consultant in 2023. MCWD, in consultation with the City, has selected a trail configuration. The configuration causes the trail to pass over five parcels of land owned by the City, as well as the Powell Road and Meadowbrook Road rights-of-way. Also, the City will be deeded in fee a portion of a land parcel owned by Creekwest LLC (“Creekwest”) over which the trail will pass and, as necessary, will facilitate MCWD's negotiation of construction-phase use of that the Creekwood parcel. One of the City parcels, riparian to Minnehaha Creek, may be a suitable site for floodplain expansion that may be required by the Project.

C. MCWD and the City concur that the Project as conceived will provide water resource and other public benefits, including new non-motorized transportation options, and wish to coordinate to implement the Project.

**THEREFORE**, the parties enter into this Agreement, intending to be legally bound.

**Terms**

**A. Design**

1. MCWD has retained Stantec as project designer. The design contract specifies that all duties of care, warranties and indemnifications will run not only to MCWD, but also to the City with respect to any improvement of which the City takes ownership or that is on City land.

2. The Trail Element design will extend to the trail terminus at Meadowbrook Road and a curb cut on the eastern side of Meadowbrook Road. The design will include facilities, signage and markings for the crossing of Meadowbrook Road. As the City may propose for MCWD concurrence, which would be withheld only for unreasonable cost, it may include facilities such as benches, picnic tables, trash receptacles, and bike racks.

3. During design, the City will timely specify all city requirements for Project design standards, permits and approvals. The City will coordinate with MCWD with respect to any permits or approvals that it requires and timely process MCWD applications without permit review costs, fee or financial assurance. The City will timely communicate any local requirements regarding traffic; disturbance or occupation of public ways; subsurface utilities or structures on City real property and right-of-way; and any other matters within City authority that bear on construction management. The City, in its capacity as property owner, will cooperate with respect to any permits or approvals required by other units of government, however MCWD will bear all associated fees.

4. The City has concurred in the 60 percent design for the Trail Element. MCWD will share the 90 percent design with the City, with respect to which the City will have a right of concurrence. The designer will prepare final plans consistent with the City-approved 90 percent plans.

#### **B. Easements and Property Use Rights**

1. Exhibit A to this Agreement depicts the trail alignment for the Project (“Alignment”). The Alignment will result in locating the Trail Element on five City parcels:

3892 Texas Avenue South (PID 20-117-21-23-0014)

7853 Edgebrook Drive (PID 20-117-21-23-0015)

7845 Edgebrook Drive (PID 20-117-21-23-0016)

3960 Meadowbrook Road (PID 20-117-21-23-0003)

7750 Powell Road (PID 20-117-21-23-0004)

MCWD and the City concur that MCWD may occupy and alter City real property as necessary or convenient to implement the Alignment, and will consult during the design process with respect to any further alignment adjustments or enhancements.

2. During design, MCWD will be consulting with Creekwest, the owner of the Professional Instruments Corp. (PIC) property at 7800 Powell Road (PID 20-117-21-23-0022), regarding temporary staging and access use during construction work. The ability of Creekwest to adjust temporary or permanent parking and traffic movement on its property may allow for construction efficiency or cost savings. This ability may depend on how City authority applies to PIC’s use of its property or adjacent public right-of-way for parking and traffic movement.

3. The City has determined that it may allow PIC-related parking to occur on Powell Road during construction, in order to accommodate District use of the PIC property for construction staging. During design, on MCWD request, the City will engage with MCWD and Creekwest as to its requirements, so that MCWD and Creekwest may timely determine the details of MCWD use and occupation of the Creekwest property during construction. The City, within the bounds of its legal authority and relevant public considerations, will use its discretion to facilitate the preferred conditions for the MCWD to construct the Project.

4. During design, the City and MCWD will consult to determine construction access and staging on City property for Project construction. By the date that the bid solicitation is published, the City will convey easements to MCWD encumbering the five City parcels referenced in paragraph B.1,

above, and affected right-of-way, as follows: (a) a temporary easement conveying access, staging and construction rights; and (b) a perpetual easement allowing MCWD to enter City property, maintain the Ecological Element of the Project, and exercise its rights under this Agreement with respect to the Trail Element. MCWD will bear the cost of engineering or survey work necessary to delineate the burdened area or areas. The easements will conform materially to Exhibits B, C and D attached hereto.

### **C. Construction**

1. MCWD may solicit bids for construction and select a contractor in accordance with applicable law. MCWD will share the bid tabulation with the City and the parties will consult before MCWD selects alternates, if any, and before it awards a contract. MCWD will structure the bid form to distinguish Trail and Ecological Element bid prices. If the bid price for the Trail Element exceeds the designer's opinion of probable cost by 20 percent, after timely consultation a party may decline to participate in its construction or funding. On the basis of excessive bids or other circumstances contrary to price or schedule expectations, MCWD Board of Managers, in its discretion and after the parties' consultation, may delete or revise the Ecological Element, or take any other lawful action with respect to it.

2. The construction contract will include the following provisions:

- a. Contractor's warranty, hold harmless, and indemnification terms will run to the benefit of both MCWD and the City.
- b. Contractor must name the City as an additional insured for commercial general liability (ongoing and completed operations) and any associated umbrella or excess policy up to \$2 million per event/annual aggregate, with such coverage being primary and non-contributory.
- c. Contractor must obtain and conform to all applicable City approvals and requirements.

3. MCWD, by its consulting designer, will manage construction. The City may attend construction meetings, and will have a right of concurrence in any work change materially changing, for the Trail Element, the contract price, design, materials or maintenance requirements. For such a change, MCWD will notify the City Engineer and provide the City Engineer at least five full business days to review and respond. If a proposed change order or work change directive requires MCWD Board of Managers approval, MCWD will notify the City Engineer at least three business days before board consideration. The City may have additional time, if its concurrence requires specific engineering review. In such a case, the City Engineer will exercise good faith and diligence to respond as quickly as possible in recognition of the need to avoid contract delay. The City Manager is authorized to exercise change order and work change directive concurrence on behalf of the City. The City Manager may delegate all or any part of this authority to the City Engineer. Any contract delay cost resulting from the City's contract change review will be shared equally by the parties.

4. MCWD will give the City notice of substantial completion, and notice of completion. Within 15 days of each receipt of notice, the City Engineer will concur, or will advise MCWD specifically of its concern regarding the work or its deviation from the approved design. If the work deviates from the

contract or approved design, the parties will consult promptly and in good faith to resolve the matter.

5. Before the Trail Element is opened to public use, MCWD will deliver the designer's certification of completion and record drawings to the City Engineer. On delivery of the certification and record drawings: (a) ownership of the Trail Element will vest in the City; and (b) notwithstanding paragraph F.2, below, the City will hold harmless and release MCWD from all claims with respect to the design and construction of the Trail Elements, and assume the obligation to defend and indemnify MCWD with respect to all liabilities, damages and costs resulting from any third-party claim arising from the design, construction or use of the Trail Element.

#### **D. Maintenance**

1. Exhibit E hereto is a License Agreement among the Metropolitan Council, the Hennepin County Regional Railroad Authority (HCRRA), and the City. This License Agreement provides authority for the City to maintain the Trail Element for a period of at least 20 years, subject to terms therein. The City will execute the License Agreement as incorporated or in substantially material form promptly on substantial completion. As necessary, MCWD will facilitate execution by the Metropolitan Council and the HCRRA. Without written MCWD concurrence, the City will not amend the License Agreement in any respect that renders it unable to perform its obligations under this section D.

2. The City will maintain, repair and replace the trail facilities and other features and appurtenances of the Trail Element for 20 years from the date that completion is certified ("Maintenance Period"). Any alteration over the Maintenance Period that would deviate materially from the design must be by agreement of the parties. During the Maintenance Period, the City, with MCWD assistance, will take steps necessary to protect the right to maintain the Trail Element on the real property of third parties. If within the Maintenance Period a third party advises of an intent lawfully to withdraw the right for any part of the Trail Element to remain on its real property, the City and MCWD will consult immediately and cooperate to preserve that right.

3. MCWD will maintain, repair and replace the Ecological Element in its discretion. The Ecological Element will include initial buckthorn management. The City and MCWD together will identify the need and responsibility for buckthorn management beyond the initial Project component.

4. As between MCWD and the City, the City will be responsible for day-to-day inspection and maintenance of the Trail Element, including but not limited to sanitation, inspection for and addressing hazards resulting from events such as severe weather, and public safety.

5. City and MCWD maintenance, repair and replacement activities will conform to the terms of the conservation easement conveyed by the City to MCWD and filed on the title as Document No. A9489642 (March 12, 2010).

#### **E. Allocation of Costs**

1. MCWD and the City will split evenly the cost of the designer contract. MCWD will pay designer invoices and invoice the City for its share when the final design has been accepted by the MCWD Board of Managers, with a further accounting when the MCWD has accepted the project. If the

design contract is terminated before either or both of these milestones is reached, MCWD will invoice the City at that time. The City will make payment within 60 days of a request.

2. MCWD will be responsible for timely payments to the construction contractor. MCWD and the City will split evenly that part of the construction contract price associated with the Trail Element, except that MCWD will bear the payment to Creekwest for the fee conveyance referenced in Recital B, above, and any associated survey cost. MCWD will bear the entire construction contract price associated with the Ecological Element. MCWD will transmit documentation of partial and final payments to the City. The City will reimburse MCWD for its share of costs in accordance with the following schedule: (a) 51 percent of its share of awarded contract price within 60 days of contract award; (b) the remainder of its share of final contract price within 60 days of substantial completion, or of determination of final contract price, whichever later.

3. MCWD has secured a Southwest Community Works grant in the amount of \$200,000, applicable to the Trail Element cost. Each party's cost will be defrayed by half of the amount of grant funds received.

4. The parties, individually or together, may seek other sources of funding for the Project, provided they do not impose obligations on the Project in conflict with the terms of this Agreement. External funding for the Trail Element will be applied to the parties' funding shares equally. External funding for the Ecological Element will defray the MCWD cost for that work.

5. Except as explicitly stated otherwise in this Agreement, each party will bear the costs it incurs after Project completion to fulfill its inspection, maintenance, repair, replacement and other obligations under this Agreement.

6. Except as explicitly stated in this Agreement, each party will bear its own administrative and other internal costs to implement the Agreement.

#### **F. Additional Terms**

1. This Agreement coordinates the independent activities of the parties to achieve a combined set of municipal and watershed goals. The Agreement is not a joint powers agreement. Each party retains its authority to direct the activities for which it is responsible. Neither party is responsible for the acts or omissions of the other within the meaning of Minnesota Statutes §471.59, subdivision 1a(a).

2. MCWD will hold the City, its council members and employees, harmless, and indemnify them, from any and all actions, costs (including reasonable attorney fees), damages and liabilities to the degree they are the result of any action or inaction by MCWD that is the basis for the liability of MCWD in law or equity, including but not limited to ordinary negligence. The City will hold the MCWD, its board members and employees harmless, and indemnify them, from any and all actions, costs (including reasonable attorney fees), damages and liabilities to the degree they are the result of any action or inaction by the City that is the basis for the liability of the City in law or equity, including but not limited to ordinary negligence. Notwithstanding the foregoing or any other term of this Agreement, neither MCWD nor the City waives immunity in tort. This Agreement creates no right in, and waives no immunity, defense or liability limit with respect to, any third party.

3. Only contractual remedies are available for the failure of a party to fulfill the terms of this Agreement. The parties waive objection to specific performance, injunction and other applicable forms of equitable relief.

4. Any public materials, including but not limited to Project physical signage, will acknowledge the collaboration of the parties in the Project and meet any grant requirements for grantor acknowledgement. MCWD, or the City when the City is the grantee, is responsible for noticing those grant requirements to the other party.

5. Each party will comply with all terms of grant agreements applicable to the Project, and cooperate with the other to that end. Each party will conform to all applicable federal, state, and local provisions of law applicable to the Project.

6. The parties will administer data provided, produced or obtained under this Agreement in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

7. A notice permitted or required by this Agreement may be given by delivery, mail or electronic mail transmission to the following project representatives, or their successors as either party may notify the other in accordance with this provision:

MCWD:

Gabriel Sherman

Planner-Project Manager

15320 Minnetonka Blvd, Minnetonka, MN 55345

[gsherman@minnehahacreek.org](mailto:gsherman@minnehahacreek.org)

St. Louis Park:

Jack Sullivan

Engineering Project Manager

5005 Minnetonka Blvd.

St. Louis Park, MN 55416

[jsullivan@stlouisparkmn.gov](mailto:jsullivan@stlouisparkmn.gov)

8. A party may not assign this Agreement, in whole or part, without the written consent of the other party.

9. A waiver by either party of a breach of any term of this Agreement is not a waiver of another breach of that term or any other term of the Agreement.

10. The provisions of this Agreement are severable. If any term of the Agreement is held by a court of competent jurisdiction to be contrary to law, the decision will not affect the remaining terms of the Agreement.

11. This Agreement is to be governed by and construed in accordance with Minnesota law. Any claim under this Project Agreement will have venue in Hennepin County.

**CITY OF ST. LOUIS PARK**

**MINNEHAHA CREEK WATERSHED DISTRICT**

**Exhibit A**

**Trail Alignment**

DRAFT

(for 0014, 0015, 0016, 0004)

**TEMPORARY CONSTRUCTION EASEMENT  
On the Property of City of St. Louis Park  
Hennepin County, Minnesota**

**Legal description of burdened property:  
Exhibit A**

This Temporary Construction Easement ("Easement") is entered into between the City of St. Louis Park, a home rule charter city of the State of Minnesota ("Grantor"), and the Minnehaha Creek Watershed District, a political subdivision with powers set forth at Minnesota Statutes Chapters 103B and 103D ("Grantee").

A. Grantor owns in fee simple certain real property located in Hennepin County, Minnesota, as legally described in Exhibit A hereto (the "Burdened Property").

B. Pursuant to an executed agreement between Grantor and Grantee, Grantor conveys this Easement to allow Grantee to construct a section of paved non-motorized trail and appurtenances (the "Project"), which Grantor thereafter will maintain.

**THEREFORE**, for the payment of one dollar and other good and valuable consideration, and the mutual terms set forth herein, the receipt and sufficiency of which hereby are acknowledged, Grantor conveys to Grantee and Grantee accepts the Easement on the Burdened Property, subject to the terms set forth herein.

1. Easement Rights Conveyed. Grantor conveys to Grantee the right to engage in the following activities on and beneath the Burdened Property. The rights conveyed to Grantee hereunder may be exercised by authorized representatives, agents, contractors and subcontractors of Grantee.

a. Grantee may disturb and remove vegetation and trees; excavate, grade and fill; place and extend stormwater conveyances; and otherwise engage in actions necessary or convenient to construct a bituminous trail section and appurtenances in substantial conformity with plansheets [ ] incorporated as Exhibit B hereto. Grantee owns all excess soils and vegetative material,

which it will dispose of offsite, except as Grantor and Grantee may agree in writing.

b. Grantee may engage in site investigation and testing; stockpile materials; stage and operate vehicles and equipment; maintain erosion control and similar construction-phase site measures; and engage in other actions necessary or convenient for the purpose of the work described in paragraph 1.a, above.

c. Grantee may plant trees and vegetation consistent with Exhibit B. Grantee will smooth, place topsoil on, and establish vegetative cover on any part of the Burdened Property disturbed during construction.

2. Easement Termination. Grantee will advise Grantor in writing when it has completed construction of the Project, at which time this Easement will terminate. On Grantor's request, Grantee will execute a notice or release for the title record documenting the termination.

3. Prohibition on Grantor's Uses. Grantor will not perform an act that would materially impair or interfere with Grantee's ability to exercise its rights under this Easement.

4. Ownership, Insurance. Grantor reserves the right to sell, transfer, lease or encumber all or part of the Burdened Property subject to this Easement. Except as specifically provided in this Easement, Grantor retains all rights and financial obligations, and bears all costs and liabilities, accruing from ownership of the Burdened Property. Each party remains solely responsible to maintain liability and other insurance for its own use of and authority over the Burdened Property.

5. Waiver. A decision by a party not to exercise its rights of enforcement in the event of a breach of a term of this Easement is not a waiver of such term, any subsequent breach of the same or any other term, or any of the party's rights under this Easement. The delay or failure to discover a breach or to exercise a right of enforcement as to such breach does not impair or waive a party's rights of enforcement, all of which shall be cumulative and not exclusive.

6. Notices. Any notice or other communication that a party must give to the other will be in writing and delivered electronically or to the following address, or other address as the party designates by written notice to the other:

Administrator  
Minnehaha Creek Watershed District  
15320 Minnehaha Boulevard  
Minnetonka, MN 55345

**[email address]**

City Manager  
City of St. Louis Park  
5005 Minnetonka Boulevard  
St. Louis Park, MN 55416  
kkeller@stlouisparkmn.gov

7. Miscellaneous. The parties may amend this Easement only by a duly executed writing. This Easement and all terms herein bind and benefit the parties and their respective successors, assigns and all others who exercise any right by or through them and run with the Burdened Property for the duration of the Easement. Grantee bears the cost of duly recording or registering this Easement in the Hennepin County title records.

8. Recitals and Exhibits Incorporated. All recitals, and Exhibits A and B, are a part of this Easement.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto execute and deliver this Easement.

**MINNEHAHA CREEK WATERSHED DISTRICT**

By: \_\_\_\_\_  
Its: President

**STATE OF MINNESOTA  
COUNTY OF HENNEPIN**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Sherry Davis White as President of the Minnehaha Creek Watershed District.

\_\_\_\_\_  
Notary Public

**CITY of ST. LOUIS PARK**

By: \_\_\_\_\_  
Its: Mayor

**STATE OF MINNESOTA  
COUNTY OF HENNEPIN**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Nadia Mohamed as the Mayor of the City of St. Louis Park, Minnesota.

\_\_\_\_\_  
Notary Public

Prepared by Smith Partners PLLP  
250 South Marquette Avenue, Suite 250  
Minneapolis, MN 55401  
612-344-1400

DRAFT

**EXHIBIT A**

**LEGAL DESCRIPTION: BURDENED PROPERTY**

**EXHIBIT B**

**PLAN SHEETS [ ]**

**DRAFT**

(for added small parcel)

**TEMPORARY CONSTRUCTION EASEMENT  
On the Property of City of St. Louis Park  
Hennepin County, Minnesota**

**Legal description of burdened property:  
Exhibit A**

This Temporary Construction Easement ("Easement") is entered into between the City of St. Louis Park, a home rule charter city of the State of Minnesota ("Grantor"), and the Minnehaha Creek Watershed District, a political subdivision with powers set forth at Minnesota Statutes Chapters 103B and 103D ("Grantee").

A. Grantor owns in fee simple certain real property located in Hennepin County, Minnesota, as legally described in Exhibit A hereto (the "Burdened Property").

B. Pursuant to an executed agreement between Grantor and Grantee, Grantor conveys this Easement to allow Grantee to construct a section of paved non-motorized trail and appurtenances (the "Project"), which Grantor thereafter will maintain.

**THEREFORE**, for the payment of one dollar and other good and valuable consideration, and the mutual terms set forth herein, the receipt and sufficiency of which hereby are acknowledged, Grantor conveys to Grantee and Grantee accepts the Easement on the Burdened Property, subject to the terms set forth herein.

1. Easement Rights Conveyed. Grantor conveys to Grantee the right to engage in the following activities on and beneath the Burdened Property. The rights conveyed to Grantee hereunder may be exercised by authorized representatives, agents, contractors and subcontractors of Grantee.

a. Grantee may disturb and remove vegetation and trees; excavate, grade and fill; place and extend stormwater conveyances; construct a section of retaining wall; and otherwise engage in actions necessary or convenient to construct a bituminous trail section and appurtenances in substantial conformity with plansheets [ ] incorporated as Exhibit B hereto. Grantee

owns all excess soils and vegetative material, which it will dispose of offsite, except as Grantor and Grantee may agree in writing.

b. Grantee may engage in site investigation and testing; stockpile materials; stage and operate vehicles and equipment; maintain erosion control and similar construction-phase site measures; and engage in other actions necessary or convenient for the purpose of the work described in paragraph 1.a, above.

c. Grantee may plant trees and vegetation consistent with Exhibit B. Grantee will smooth, place topsoil on, and establish vegetative cover on any part of the Burdened Property disturbed during construction.

2. Easement Termination. Grantee will advise Grantor in writing when it has completed construction of the Project, at which time this Easement will terminate. On Grantor's request, Grantee will execute a notice or release for the title record documenting the termination.

3. Prohibition on Grantor's Uses. Grantor will not perform an act that would materially impair or interfere with Grantee's ability to exercise its rights under this Easement.

4. Ownership, Insurance. Grantor reserves the right to sell, transfer, lease or encumber all or part of the Burdened Property subject to this Easement. Except as specifically provided in this Easement, Grantor retains all rights and financial obligations, and bears all costs and liabilities, accruing from ownership of the Burdened Property. Each party remains solely responsible to maintain liability and other insurance for its own use of and authority over the Burdened Property.

5. Waiver. A decision by a party not to exercise its rights of enforcement in the event of a breach of a term of this Easement is not a waiver of such term, any subsequent breach of the same or any other term, or any of the party's rights under this Easement. The delay or failure to discover a breach or to exercise a right of enforcement as to such breach does not impair or waive a party's rights of enforcement, all of which shall be cumulative and not exclusive.

6. Notices. Any notice or other communication that a party must give to the other will be in writing and delivered electronically or to the following address, or other address as the party designates by written notice to the other:

Administrator  
Minnehaha Creek Watershed District  
15320 Minnehaha Boulevard  
Minnetonka, MN 55345

**[email address]**

City Manager  
City of St. Louis Park  
5005 Minnetonka Boulevard  
St. Louis Park, MN 55416  
kkeller@stlouisparkmn.gov

7. Miscellaneous. The parties may amend this Easement only by a duly executed writing. This Easement and all terms herein bind and benefit the parties and their respective successors, assigns and all others who exercise any right by or through them and run with the Burdened Property for the duration of the Easement. Grantee bears the cost of duly recording or registering this Easement in the Hennepin County title records.

8. Recitals and Exhibits Incorporated. All recitals, and Exhibits A and B, are a part of this Easement.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto execute and deliver this Easement.

**MINNEHAHA CREEK WATERSHED DISTRICT**

By: \_\_\_\_\_  
Its: President

**STATE OF MINNESOTA  
COUNTY OF HENNEPIN**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Sherry Davis White as President of the Minnehaha Creek Watershed District.

\_\_\_\_\_  
Notary Public

**CITY of ST. LOUIS PARK**

By: \_\_\_\_\_  
Its: Mayor

**STATE OF MINNESOTA  
COUNTY OF HENNEPIN**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Nadia Mohamed as the Mayor of the City of St. Louis Park, Minnesota.

\_\_\_\_\_  
Notary Public

Prepared by Smith Partners PLLP  
250 South Marquette Avenue, Suite 250  
Minneapolis, MN 55401  
612-344-1400

DRAFT

**EXHIBIT A**

**LEGAL DESCRIPTION: BURDENED PROPERTY**

**EXHIBIT B**

**PLAN SHEETS [ ]**

**DRAFT**

(for 0003)

**EASEMENT  
On the Property of City of St. Louis Park  
Hennepin County, Minnesota**

**Legal description of burdened property:  
Exhibit A**

This Easement is entered into between the City of St. Louis Park, a home rule charter city of the State of Minnesota (“Grantor”), and the Minnehaha Creek Watershed District, a political subdivision with powers set forth at Minnesota Statutes Chapters 103B and 103D (“Grantee”).

A. Grantor owns in fee simple certain real property located in Hennepin County, Minnesota, as legally described in Exhibit A hereto (the “Burdened Property”).

B. Pursuant to an executed agreement between Grantor and Grantee, Grantor conveys this Easement to allow Grantee to construct a section of paved non-motorized trail and appurtenances; excavate for floodplain storage; and perform and maintain streambank and vegetative restoration work along Minnehaha Creek.

**THEREFORE**, for the payment of one dollar and other good and valuable consideration, and the mutual terms set forth herein, the receipt and sufficiency of which hereby are acknowledged, Grantor conveys to Grantee and Grantee accepts the Easement on the Burdened Property, subject to the terms set forth herein.

1. Easement Rights Conveyed. Grantor conveys to Grantee the right to engage in the following activities on and beneath the Burdened Property. The rights conveyed to Grantee hereunder may be exercised by authorized representatives, agents, contractors and subcontractors of Grantee.

a. Grantee may disturb and remove vegetation and trees; may excavate, grade, and fill along the Minnehaha Creek streambank and riparian edge; may place rock and bioengineered materials on and adjacent to the stream bed and bank; and may plant and maintain trees and vegetative cover riparian to the streambank.

- b. Grantee may excavate, grade and fill; place and extend stormwater conveyances; construct a section of retaining wall; and otherwise engage in actions necessary or convenient to construct a bituminous trail section and appurtenances.
- c. Grantee's work under paragraphs 1.a and 1.b, above, will substantially conform to plansheets [ ] incorporated as Exhibit B hereto. Grantee owns all excess soils and vegetative material, which it will dispose of offsite, except as Grantor and Grantee may agree in writing.
- d. Grantee may engage in site investigation and testing; stockpile materials; stage and operate vehicles and equipment; maintain erosion control and similar construction-phase site measures; and engage in other actions necessary or convenient for the purpose of the work described in paragraphs 1.a and 1.b, above.
- e. Grantee may plant trees and vegetation consistent with Exhibit B. Grantee will smooth, place topsoil on, and establish vegetative cover on any part of the Burdened Property disturbed during construction.
2. Perpetual Right to Enter. Grantee will notify Grantor in writing when it has completed construction of the Project. At that time, Grantee's rights under paragraphs 1.b, 1.c and 1.e will terminate. At Grantor's request, Grantee will execute a notice of release for the title record documenting the termination of rights. Thereafter, Grantee may enter the Burdened Property in perpetuity to inspect, maintain, repair and replace the vegetation and improvements referenced at paragraph 1.a above, and in accordance with paragraph 1.d.
3. Prohibition on Grantor's Uses. Grantor will not perform an act that would materially impair or interfere with Grantee's ability to exercise its rights under this Easement. Neither Grantor nor anyone acting pursuant to Grantor's authority will disturb the improvements Grantee has constructed pursuant to paragraph 1.a.
4. Ownership, Insurance. Grantor reserves the right to sell, transfer, lease or encumber all or part of the Burdened Property subject to this Easement. Except as specifically provided in this Easement, Grantor retains all rights and financial obligations, and bears all costs and liabilities, accruing from ownership of the Burdened Property. Each party remains solely responsible to maintain liability and other insurance for its own use of and authority over the Burdened Property.
5. Waiver. A decision by a party not to exercise its rights of enforcement in the event of a breach of a term of this Easement is not a waiver of such term, any subsequent breach of the same or any other term, or any of the party's rights under this Easement. The delay or failure to discover a breach or to exercise a right of

enforcement as to such breach does not impair or waive a party's rights of enforcement, all of which shall be cumulative and not exclusive.

6. Notices. Any notice or other communication that a party must give to the other will be in writing and delivered electronically or to the following address, or other address as the party designates by written notice to the other:

Administrator  
Minnehaha Creek Watershed District  
15320 Minnehaha Boulevard  
Minnetonka, MN 55345  
**[email address]**

City Manager  
City of St. Louis Park  
5005 Minnetonka Boulevard  
St. Louis Park, MN 55416  
kkeller@stlouisparkmn.gov

7. Miscellaneous. The parties may amend this Easement only by a duly executed writing. This Easement and all terms herein bind and benefit the parties and their respective successors, assigns and all others who exercise any right by or through them and run with the Burdened Property in perpetuity. Grantee bears the cost of duly recording or registering this Easement in the Hennepin County title records.

8. Recitals and Exhibits Incorporated. All recitals, and Exhibits A and B, are a part of this Easement.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto execute and deliver this Easement.

**MINNEHAHA CREEK WATERSHED DISTRICT**

By: \_\_\_\_\_  
Its: President

**STATE OF MINNESOTA  
COUNTY OF HENNEPIN**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Sherry Davis White as President of the Minnehaha Creek Watershed District.

\_\_\_\_\_  
Notary Public

**CITY of ST. LOUIS PARK**

By: \_\_\_\_\_  
Its: Mayor

**STATE OF MINNESOTA  
COUNTY OF HENNEPIN**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Nadia Mohamed as the Mayor of the City of St. Louis Park, Minnesota.

\_\_\_\_\_  
Notary Public

Prepared by Smith Partners PLLP  
250 South Marquette Avenue, Suite 250  
Minneapolis, MN 55401  
612-344-1400

**EXHIBIT A**

**LEGAL DESCRIPTION: BURDENED PROPERTY**

**EXHIBIT B**

**PLAN SHEETS [ ]**

**DRAFT**

## COOPERATIVE CONSTRUCTION AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Metropolitan Council (“Council”), and the Minnehaha Creek Watershed District, a Political Subdivision of the State of Minnesota (“MCWD”), collectively referred to as the “Parties”.

### RECITALS

1. MCWD intends to design and construct a trail connection and remediate streambank erosion in connection with the Greenway to Cedar Trail Project (the “Project”) located within and adjacent to property owned by the Council.
2. The Council is willing to permit the Project subject to the terms of this Agreement, including oversight and access requirements.
3. The Council and MCWD desire to define the rights and responsibilities with respect to design, construction oversight, property access, and inspection of the Project.

**NOW, THEREFORE**, for mutual and valuable consideration, the sufficiency of which has been agreed to by the Parties, the Council and the MCWD agree as follows:

### AGREEMENT

1. Purpose. This Agreement sets forth the terms under which MCWD will design and oversee construction of the Project, and under which the Council will permit access and retain oversight rights to protect its transit and freight rail operations. The scope of this Agreement is limited to work on the Project located within the Council’s right-of-way and applicable to the scope items outlined in Section 2.
2. Design. The MCWD will prepare or cause the preparation of design plans and specifications for the Project. These will include all necessary site plans, design plans at all stages, final plans, specifications, and contract documents, contractor means and methods, and pick plans (together, the “Contract Documents”). MCWD will provide the Contract Documents to the Council for its review and approval consistent with Section 3.
3. Council Approvals. Prior to MCWD approving the Contract Documents, MCWD will submit the Contract Documents to the Council for its review and approval. The Council’s approval of the Contract Documents will be limited to the scope items that:
  - a. Affect the location, alignment, or geometry of freight rail or light rail transit

- (LRT) infrastructure;
- b. Alter clearances, access points, or safety zones related to freight rail or LRT operations;
- c. Change drainage patterns affecting existing or planned transportation infrastructure; or
- d. Otherwise impact the ability to operate, maintain, or expand freight rail or LRT service.

MCWD will submit for Council review and approval any material changes to the Plans and Specifications. For the purpose of this provision, a "material change" means any modification within the foregoing scope items.

The Council will provide written review of any required changes to MCWD within 14 days of its receipt of the Contract Documents. If Council requests changes to the Contract Documents, MCWD will require its contractor to revise the Contract Documents to address the Council's changes as they relate to the scope items outlined in this Section 3. If MCWD or its contractor does not accept all of the Council's changes, then within 14 days of receipt of Council's requested changes, the Parties will meet to resolve the Council's unaccepted changes or utilize the dispute resolution process outlined in Section 12.

4. Right-of-Entry. MCWD will require its contractor to follow the Metro Transit Work Permit Procedure available at <https://www.metrotransit.org/light-rail-permitting> and to enter into a Right-of-Entry Agreement with the Council in the form substantially similar to **Exhibit A**, which includes the required indemnification and insurance to be provided by the contractor prior to commencing work on the Council's right-of-way.
5. Construction Oversight. Except as otherwise set forth herein, MCWD will administer construction, contract administration, and inspection activities, and otherwise fulfill the duties of owner, for the construction of the Project, and MCWD will ensure that the Council has had an opportunity to inspect the work consistent with Section 6: Inspection. All work will be performed by the MCWD or its contractors, as administered by MCWD, in accordance with the Contract Documents.
6. Inspection.
  - 6.1. MCWD will require the Project to be constructed in accordance with the Contract Documents. The Council will have the right to review and inspect the as-built condition of all work for compliance with Contract Documents, following the process outlined in Exhibit A, prior to MCWD's acceptance of the work from its contractor.
  - 6.2. In the event that MCWD's contractor fails to correct any work that does not substantially conform to the Contract Documents ("Defective Work") identified by the Council in its inspection, the Council will provide notice to MCWD. The Council's notice of Defective Work must specify the reason(s) the work is defective, and the actions which, in the

opinion of the Council, must be taken to make the work conform to the Contract Documents. MCWD will in good faith take reasonable steps to address the Defective Work specified in the Council's notice.

- 6.3. MCWD will provide the Council notice of any Defective Work that MCWD identifies during its own inspections within seven days of providing such notice to its contractor.
  
7. As-Built Drawings. Following completion of the construction, MCWD will provide to the Council legible copies of any and all design calculations, foundation analysis, geotechnical boring logs, pile driving logs, material testing results, load ratings, contracts, as-built drawings, CAD files, operations and maintenance manuals, permits, plans and specifications, and other records in MCWD's possession related to the portion of the Project on Council's right-of-way. In addition, MCWD will provide a post-construction confirmation survey, certified by a licensed surveyor, documenting the as-built vertical and horizontal clearances of the trail relative to the three (3) bridges spanning the trail within the Project area.
  
8. Contractor Claims. MCWD agrees that, during and after construction of the Project, MCWD will diligently pursue any actions or claims it has or may have against any of its contractors or subcontractors or their insurers or others providing financial assurance with respect to the design or construction and will apply any recoveries relating to the Project first to any necessary repair or restoration to the Council's property.
  
9. Authorized Representatives. Each Party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement. Either Party may change its choice of Authorized Representative, as noted below, at any time by providing notice of such change to the other Party.
  - 9.1. The Council's Authorized Representative will be:

Name/Title: Jim Alexander, P.E., SWLRT Project Director  
Address: 6465 Wayzata Blvd., Suite 500, St. Louis Park, MN 55426  
Telephone: 612-373-3880  
E-Mail: [Jim.Alexander@metrotransit.org](mailto:Jim.Alexander@metrotransit.org)
  
  - 9.2. MCWD's Authorized Representative will be:

Name/Title: James Wisker, Administrator  
Address: 15320 Minnetonka Blvd, Minnetonka MN 55345  
Telephone: 952-641-4509  
E-Mail: [jwisker@minihahacreek.org](mailto:jwisker@minihahacreek.org)
  
10. Effective date. This Agreement will be effective upon full execution.

11. Expiration date. This Agreement will expire when all obligations have been satisfactorily fulfilled.

12. Dispute Resolution.

12.1. Obligation to Use Dispute Resolution Process. The Parties agree to use the dispute resolution process set forth in this section to resolve any dispute, claim, or controversy pursuing any legal or equitable remedies, including litigation or termination of this Agreement. The Parties will use their best efforts to informally resolve any and all disputes.

12.2. Mediation Requirement Prior to Legal Action. In the event the Parties are unable to resolve a dispute concerning the interpretation of their respective rights or obligations, the Parties will participate in good faith in non-binding mediation prior to initiating any other form of dispute resolution, including legal action.

Mediation will be conducted according to the Minnesota Civil Mediation Act, as amended (currently codified at Minn. Stat. §§ 572.31–572.40), and will occur within a reasonable time after either Party provides written notice requesting mediation. The Parties agree to complete this mediation process in good faith before pursuing any other legal process or remedy.

13. General Conditions.

13.1. Amendments. The terms of this Agreement may be changed only by mutual agreement of the parties. Such changes will be effective only upon the execution of written amendments signed by authorized representatives of MCWD and the Council.

13.2. Assignment Prohibited. MCWD will not assign its obligations to the Council under this Agreement to any third party without the Council's express written consent.

13.3. Liability. Each party will be responsible for its own acts and omissions, the acts and omissions of its employees and the results thereof to the extent authorized by law. The parties expressly agree that they do not contractually waive, and they specifically reserve, any and all limitations on liability or other immunities or defenses available to them by statute or common law.

13.4. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between MCWD and the Council, nor create third party beneficiary rights against Council or MCWD, including, but not limited to, its contractors or subcontractors.

- 13.5. Indemnification. MCWD assumes liability for and agrees to defend, indemnify and hold harmless the Council, its members, officers, employees and agents, and TCWR, its affiliates and subsidiaries, and one or more of their respective officers, directors, employees, agents, and contractors from and against all losses, damages, expenses, liability, claims, suits, or demands including, without limitation, attorney's fees, resulting from or relating to the performance of the work by MCWD or MCWD's employees, agents, contractors, or subcontractors.
- 13.6. Governing Law. This Agreement is governed, construed, and enforced under the laws of the State of Minnesota without regard to its conflicts of law provisions
- 13.7. Severability. The provisions of this Agreement are to be considered as severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.
- 13.8. Captions. Captions in this Agreement are for ease of reference only and should not be considered in the construction of this Agreement.
- 13.9. Waiver. Failure by a Party to enforce or exercise any right in this Agreement will not be construed as a present or future waiver of such right.
- 13.10. Assignability. This Agreement may not be assigned by either Party without the other party's express written consent, such consent not to be unreasonably withheld.
- 13.11. Entire Agreement. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- 13.12. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and the counterparts will together constitute one Agreement. A copy of this Agreement, including its signature pages, will be binding and deemed to be an original.

[The remainder of this page has been intentionally left blank – signature page follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below. Furthermore, this Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

**MINNEHAHA CREEK WATERSHED  
DISTRICT**

**METROPOLITAN COUNCIL**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

**EXHIBIT A**  
**CONTRACTOR RIGHT-OF-ENTRY FORM**

## RIGHT-OF-ENTRY AGREEMENT

This Right-of-Entry Agreement (“Agreement”) is by and between Metropolitan Council, a public corporation and political subdivision of the state of Minnesota, with an address of 390 North Robert Street, Saint Paul, Minnesota 55101 (“**Grantor**”) and **CONTRACTOR COMPANY NAME**. (“**Grantee**”) (each singularly “Party” and jointly “Parties”).

### RECITALS

WHEREAS, Grantor is the owner of property located at approximately 3830 Georgia Ave S, St. Louis Park, MN 55426 (PID 2011721120001) (“HCRRA Parcel”) and 3900 Pennsylvania Ave S, St. Louis Park, MN 55416 (PID 2011721210002) (“LRT Parcel”) as described on attached **Exhibit A** (the “Property”); and

WHEREAS, Grantee seeks to perform work that has the potential to foul freight rail tracks; and

WHEREAS, Grantee will utilize portions of the Property, as depicted on attached **Exhibit B** (the “Premises”), to construct the Greenway to Cedar Trail connection.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

### TERMS

1. **Right-of-Entry.** Grantor authorizes Grantee and its agents, contractors, and subcontractors access to the Premises depicted on **Exhibit B** solely for the purpose of performing work associated with the Greenway to Cedar Trail connection (the “Work”).
2. **Notification.** Grantee will provide Grantor with notification of its scheduled Work activities email prior to commencing Work. Any Work occurring within the Freight Rail Work Zone (as defined in Section 6), also requires notification to Twin Cities & Western Railroad (“TCWR”).

Metro Transit  
Andrew Caulum  
Email: andrew.caulum@metrotransit.org  
Phone: 612-373-3954

Twin Cities & Western Railroad  
Greg Graham  
Email: ggraham@tcwr.net  
Phone: 612-655-3361

3. **Emergencies.** In the event of any emergency condition within or affecting the Premises, the Grantee must immediately take reasonable steps to protect life, health, property, and the safe operation of rail and transit facilities. The Grantee must notify the Council and TCWR as soon as practicable after becoming aware of the emergency, and must provide

follow-up information and coordinate with the Council and TCWR regarding any corrective or restoration work. Performance of emergency work does not waive or limit the Grantee's obligations under this Agreement, including insurance and indemnification requirements, which remain in full force and effect.

4. **Plans and Specifications.**

- a. The plans and specifications ("Plans and Specifications") for the Work on the Premises have been reviewed and approved by the Grantor.
- b. The Grantee will also submit for the Grantor review and approval its means and methods for performing the Work so the Grantor can confirm whether the Work will occur within the Freight Rail Work Zone, as well as any material changes to the Plans and Specifications for Work on the Premises. For purposes of this provision, a "material change" means any modification that could:
  - i. affect the location, alignment, or geometry of freight rail or light rail transit (LRT) infrastructure;
  - ii. alter clearances, access points, or safety zones related to freight rail or LRT operations;
  - iii. change drainage patterns affecting existing or planned transportation infrastructure; or
  - iv. otherwise impact the ability to operate, maintain, or expand freight rail or LRT service.

No material change Work on the Premises may begin until the Grantor provides written authorization. The Grantor reserves the right to reject any plans or changes that are incompatible with the Council's future transit, transportation (including freight rail), or drainage needs.

- c. Freight Rail Work Zone Plans. For any Work occurring within the Freight Rail Work Zone, the Plans and Specifications (as well as any material changes, defined above in subsection (b)) must adhere to the BNSF/UP Railway Shoring Guidelines and the BNSF Utility Accommodation Policy, as may be amended or superseded from time to time, and shall be subject to review and approval by both the Council and TCWR.

5. **Light Rail Right-of-Way Requirements.** Any Work occurring within the Light Rail Right-of-Way requires compliance with the protocols outlined in **Exhibit C**. The Light Rail Right-of-Way includes Work scheduled to occur within 12 feet of the centerline of a light rail track or within 20 feet of the overhead catenary system.

6. **Freight Rail Work Zone Requirements.** Any Work occurring within the Freight Rail Work Zone will require notification to TCWR prior to commencing Work. The Freight Rail Work Zone includes any area where Work may result in Fouling of the freight rail track. "Foul" or "Fouling" means the placement of an individual or equipment will be in

such proximity to a track that the individual or equipment could be struck by a moving train, or in any case may come within 25 feet of the centerline of freight tracks.

Underground utilities bored at a distance greater than 25 feet from the centerline, and Work performed beneath a freight rail bridge are not considered Fouling if the Work does not occur on the bridge deck or embankment and does not involve cranes or other equipment that could contact the track, a train, or on-track equipment in the event of a tip-over or other catastrophic occurrence. Borings must comply with the BNSF Utility Accommodation Policy.

- a. Notification. The Grantee must provide the Grantor and TCWR at least 10 business days' prior written notice of any request to enter the area within the Freight Rail Work Zone to perform any Work. Except as otherwise provided in this Section 6, all Work within the Freight Rail Work Zone must be performed under the protection and supervision of a TCWR-designated flag person.
- b. Training. Grantee will require each of its employees, subcontractors, agents or invitees entering upon the Freight Rail Work Zone to comply with 49 C.F.R. Part 214 – Railroad Workplace Safety and be adequately trained in general railroad safety, which, at a minimum, shall include either (i) the completion of a reputable, nationally-recognized freight railroad safety training program (such as BNSF Contractor Safety Orientation) within one year prior to entering upon the Freight Rail Work Zone.
- c. Flagger Protection. The Grantee will coordinate directly with TCWR to schedule flagging and must comply with all TCWR safety protocols, access restrictions, and flagging requirements. The Grantee is solely responsible for all costs associated with TCWR flagging services and will pay TCWR directly for such services.
- d. Train Delays. Work performed by Grantee must not cause any interference with the continuous and uninterrupted use of the tracks, unless specifically permitted under this Agreement, or specifically authorized in writing in advance by TCWR's representative. The Grantee will pay TCWR for all economic losses (including lost profit) arising from loss of use of equipment and train service employees, contractual incentive pay and bonuses, and contractual penalties resulting from train delays, whether caused by the Grantee or its agents, contractors, and subcontractors performing the Work. Payment must be made promptly in accordance with TCWR's invoice terms.
- e. Consequences of Violation. Any violation of the Freight Rail Work Zone requirements will be grounds for immediate suspension of Work and revocation of the right-of-entry, in addition to any other remedies available to the Grantee or TCWR. The Grantee is solely responsible for any citations, penalties, assessments, or fees imposed by the Federal Railroad Administration (FRA) or any other governmental authority arising out of or related to the Contractor's failure to comply with applicable railroad safety regulations.

7. **Inspection.** The Grantor may inspect the Work on the Premises (and TCWR may inspect the Work in the Freight Rail Work Zone) to ensure compliance with the approved Plans and Specifications.
  - a. The Grantee (or, applicable, TCWR) will provide the Grantor with five business days advance notice of the date on which the Grantor anticipates reaching an inspection-point.
  - b. The Grantor (or, as applicable, TCWR) will complete its inspections and provide written notice of any Work that does not strictly conform to the Plans and Specifications (“Defective Work”), within three business days.
  - c. The Grantor’s (or, as applicable, TCWR’s) notice of Defective Work must specify the reason the Work is defective, and the action which, in the opinion of the Grantor (or, as applicable, TCWR), must be taken to correct the Work.
  - d. The Grantee must address the Defective Work specified in the Grantor’s or TCWR’s notice.
8. **Indemnity.** Grantee, its agents, contractors, and subcontractors expressly agree to defend, indemnify and hold Grantor, its members, agents, and employees, and TCWR and its affiliates and subsidiaries and one or more of their officers, directors, employees, agents, or contractors harmless from any and all liabilities (including without limitation, liability arising from the injury or death of any person, or the damage or destruction of any property or the environment), claims, losses, suits, actions, judgments, damages, costs (including, without limitation, reasonable attorney’s fees and environmental cleanup and remediation expenses) arising out of or in any way related to its and its agents, contractors’, or subcontractors’ Work authorized by this Agreement.
9. **Insurance.** Prior to commencing any Work under this Agreement, the Grantee will procure and maintain, at its sole cost and expense, insurance in the coverages and limits set forth in **Exhibit D**. All such policies will name Grantor, its members, agents, and employees, and TCWR, its affiliates and subsidiaries, and one or more of their respective officers, directors, employees, agents, and contractors as additional insureds. Certificates of insurance evidencing the required coverages and endorsements will be delivered to the Grantor before any entry onto the Premises and to the Grantor and to TCWR before entry within the Freight Rail Work Zone and will remain in effect for the duration of the Work.
10. **Restoration.** The Parties acknowledge that the Grantee’s exercise of the Work will result in disturbance of the surface of the Premises. Said surface will, as soon as reasonably possible, be restored by Grantee, at Grantee’s sole cost and expense, in compliance with the approved Plans and Specifications. If the Work on the Premises is not completed for any reason within the term of this Agreement (as such term may be extended), Grantee will, unless otherwise agreed by Grantor in writing, restore the Premises to its pre-existing condition at Grantee’s sole cost and expense.
11. **Term and Survival of Certain Obligations.** This Agreement and all obligations under it will become effective on the date the last Party executes the Agreement (the “Effective Date”) and terminate upon the earlier of (a) completion of the Work, (b) December 31,

2026, or (c) seven (7) calendar days after Grantor delivers written notice of termination to Grantee. Grantee's obligations under Sections 6(c), 6(d), 6(e), 8, and 10 survive the termination of this Agreement.

12. **Third Party Beneficiary.** The Parties acknowledge and agree that Twin Cities & Western Railroad ("TCWR") is the operating carrier over the Council's freight rail right-of-way, and is an intended third-party beneficiary of this Agreement with respect to all provisions relating to work within or affecting the Freight Rail Work Zone. TCWR shall have the right (but not the obligation) to enforce those provisions directly against the Grantee to the extent necessary to ensure protection of TCWR's rail operations, property, personnel, and safety requirements. Except for TCWR, no other third party is intended to be, or shall be deemed to be, a beneficiary of this Agreement.
13. **Extension.** The Grantee, upon providing Grantor and TCWR at least seven (7) calendar days written notice before the end of the initial term, may extend the term for an additional six (6) months to complete the Work on the Premises.
14. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective heirs, successors and assigns, but no third Party may seek to enforce, nor benefit from, this Agreement.
15. **Governing Law.** This Agreement is governed, construed, and enforced under the laws of the State of Minnesota without regard to its conflicts of law provisions
16. **Severability.** The provisions of this Agreement are to be considered as severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.
17. **Captions.** Captions in this Agreement are for ease of reference only and should not be considered in the construction of this Agreement.
18. **Independent Contractor.** The Parties acknowledge and agree that Grantee is an independent contractor and not an employee, partner, joint venturer, or agent of the Council and TCWR. Grantee will have no authority to bind Council and TCWR or incur any obligation on its behalf. Grantee is solely responsible for determining the method, details, and means of performing the services and for paying all applicable federal, state, and local taxes, including income taxes and self-employment taxes. Nothing in this Agreement shall be construed to create any relationship other than that of independent contractor between the Parties.
19. **Waiver.** Failure by a Party to enforce or exercise any right in this Agreement will not be construed as a present or future waiver of such right.
20. **Assignability.** This Agreement may not be assigned by any Party without the other parties' express written consent, such consent not to be unreasonably withheld.
21. **Termination.** The Grantor may terminate this Agreement upon at least seven (7) days written notice to the Grantee. In addition, the Grantor may immediately terminate this Agreement upon written notice to the Grantee in the event of a material breach of the

Freight Rail Work Zone requirements, including any failure to comply with applicable safety protocols, fouling restrictions, or flagging obligations.

22. **Amendment.** The terms of this Agreement may be changed only by mutual agreement of the Parties. Such changes will be effective only upon the execution of written amendments signed by authorized officers of the Parties to this Agreement. Any amendment which affects the Freight Rail Work Zone (or relates to the work to be performed therein) must also be approved in writing by an authorized officer of TCWR (in its capacity as third-party beneficiary).
23. **Entire Agreement.** It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
24. **Notice.** Any notice or demand which must be given or made by a Party under this Agreement will be sent to:

Grantor

Metropolitan Council  
390 N Robert Street  
St. Paul MN 55101  
Attn: Real Estate Office

TCWR

Twin Cities and Western Railroad  
2925 12th St E  
Glencoe, MN 55336  
Attn: Vic Meyers

Grantee

COMPANY NAME  
ADDRESS  
ADDRESS

25. **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and the counterparts will together constitute one Agreement. A copy of this Agreement, including its signature pages, will be binding and deemed to be an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be made effective as of the Effective Date first set forth above.

[CONTRACTOR NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**METROPOLITAN COUNCIL**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

This instrument drafted by:

Office of the General Counsel  
Metropolitan Council  
390 North Robert Street  
Saint Paul, MN 55101

EXHIBIT A  
Description of the Property

(PID 2011721120001)

**General Location:** East end of Louisiana Ave. to St. Louis Park/Hopkins Border

**Property Identification No(s):** 20-117-21-12-0001

**Tract Index (Abstract):** Part of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$   
Part of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$   
Part of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$   
Part of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$   
Part of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$   
Section 20, Township 117, Range 21

**HCRRA Property Map No:** Map No. 3

**Description:**

A strip of land 100 feet in width extending over and across the North Half of the Northeast Quarter, and the Northwest Quarter, of Section 20, Township 117 North, Range 21 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 20.

EXHIBIT A

Description of the Property

(PID 2011721210002)

**General Location:** From a point on the North line of the NE1/4 of the NE1/4 of Section 20, Township 117 N., Range 21 W. (East of Louisiana Avenue South), traversing Southwesterly to the St. Louis Park/Hopkins Border

**Property Identification No(s):** 20-117-21-21-0002

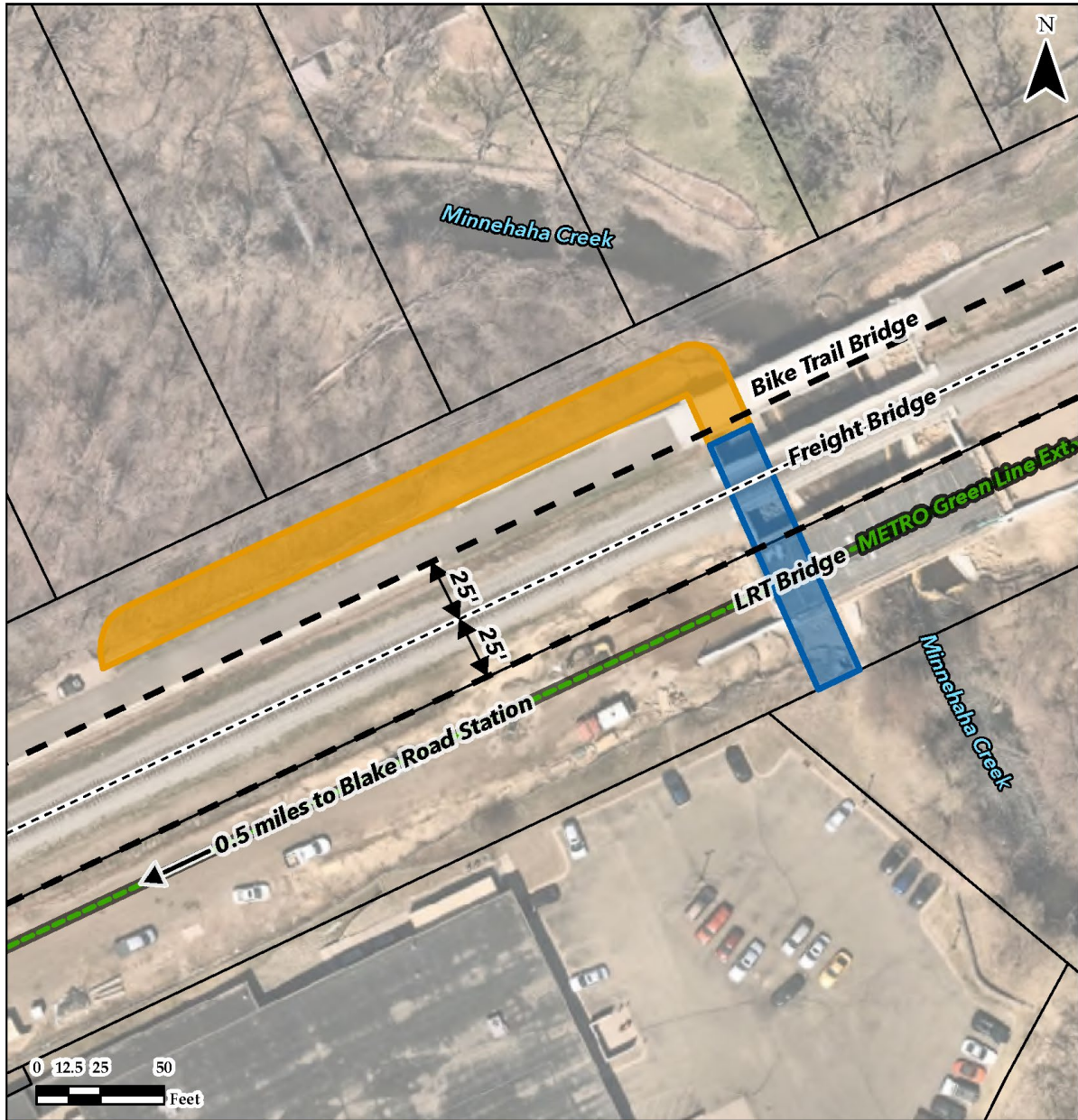
**Description:**

That part of Section 20, Township 117 N., Range 21 W., more particularly described as follows:


A strip of land approximately 60 feet in width extending over and across the W 3/4 of the N 1/2 of said Section 20, and a strip of land approximately 66 feet in width extending over the NE1/4 of the NE1/4 of said Section 20, all in Township 117 N., Range 21 W., all lying Northerly of the following described line;

Commencing at the Southeast corner of the SE1/4 of Section 17, Township 117, Range 21;  
thence on an assumed bearing of North 00 degrees 40 minutes 40 seconds East along the East line of said SE1/4 of Section 17 for 555.09 feet;  
thence return South 00 degrees 40 minutes 40 seconds West along said SE1/4 of Section 17 for 89.00 feet;  
thence South 61 degrees 51 minutes 33 seconds West for 347.37 feet;  
thence South 87 degrees 31 minutes 22 seconds West for 26.00 feet;  
thence Southwesterly for 452.92 feet along a non-tangential curve, concave to the Southeast, radius 991.49 feet and central angle 26 degrees 10 minutes 24 seconds, the chord of said curve bears South 44 degrees 45 minutes 41 seconds West;  
thence South 88 degrees 25 minutes 22 seconds West not tangent to last described curve for 88.37 feet;  
thence Northeasterly for 278.65 feet along a non-tangential curve, concave to the Southeast, radius 1066.49 feet and central angle 14 degrees 58 minutes 11 seconds, the chord of said curve bears North 36 degrees 33 minutes 20 seconds East;  
thence South 64 degrees 23 minutes 29 seconds West not tangent to last described curve for 536.68 feet to the North line of said Section 20;  
thence South 88 degrees 25 minutes 22 seconds West along said North line of Section 20 for 9.82 feet to the actual point of beginning of the line herein described;  
thence South 64 degrees 23 minutes 29 seconds West for 284.91 feet;  
thence North 00 degrees 21 minutes 29 seconds East for 6.67 feet;  
thence South 64 degrees 23 minutes 29 seconds West for 1468.34 feet;  
thence South 64 degrees 23 minutes 29 seconds West for 913 feet, more or less;  
thence South 64 degrees 23 minutes 29 seconds West for 2006.15 feet to the West line of the NW1/4 of said Section 20;

EXHIBIT B  
 Depiction of Premises



**Exhibit B - Track Detail**  
**Minnehaha Creek Connector Trail - St. Louis Park, MN**



**METROPOLITAN COUNCIL**

Date Exported: 9/3/2025 10:33 AM

This map is for informational purposes only and is not suitable for legal, engineering, or surveying purposes.  
 Source Data: Metropolitan Council GIS, MetroGIS, MnGeo

- PID 2011721120001 - Connector Trail Segment
- PID 2011721210002 - Connector Trail Segment
- 2025 Parcel Data - Hennepin County
- 25-foot Buffer from Freight (Approx.)
- Freight Centerline (Approx.)

# EXHIBIT C Light Rail Right-of-Way Protocols



## Light Rail SOP

Standard Operating Procedure: Rail Operations	Publication # 100.12	Revision # 9 Date: 9-2025	Page 1 of 2
Title: Work Permit Procedure			
Distribution: All Rail Operations, Rail Maintenance, and Rail Facility Employees			
Issued by: Standard Operating Procedures Committee		Approved by: Brian Funk Chief Operations Officer Metro Transit	
Supersedes: Standard Operating Procedures 2023 Edition			

### PURPOSE

To obtain authorization to perform work on Metro Transit Light Rail Right-of-Way, Metro Transit Light Rail has a set protocol to ensure the safety of employees, workers, and passengers.

This procedure is to be used anytime:

- Scheduled work will occur within 12-feet of centerline of the rails
- Scheduled work will occur within the adjacent roadway lane
- Scheduled work occurs within any structure/premise that can affect train service (e.g. substation, signal communication house, passenger platforms)
- Scheduled work will affect the movement of passengers to or from trains
- Scheduled work will occur within 20-feet of the Overhead Catenary System (OCS)
- Scheduled work involves On-Track Equipment (OTE)

### PROCEDURE

#### Duties and Responsibilities

The Metro Transit Light Rail Right-of-Way Allocation Request form (Work Permit) is to be completed by any Metro Transit employee or outside contractor desiring to do work, as described above, on Metro Transit Light Rail Right-of-Way.

**Before work begins**, any persons requesting Metro Transit Light Rail Right-of-Way access, must first complete the Light Rail safety training program and obtain their Light Rail safety card. After completion of the Training Program the requestor must email the permit request to

Transit-LRT-ROWpermit@metrotransit.org at a minimum of one week in advance of the work being requested.

#### Contractor Must:

- Produce proof of insurance and the Metro Transit Light Rail Right-of-Way training card or certificate to the project Council Authorized Representative (CAR)
- Not begin work on the Metro Transit Light Rail Right-of-Way until the request has been approved, a Right-of-Way Permit has been properly activated, and the RCC has given authorization.
- The Light Rail safety training card must be in the possession of all persons entering and/or conducting work within Metro Transit Light Rail Right-of-Way
- Ensure compliance with all OSHA regulations

Before work commences, on a daily basis, the On-Scene-Supervisor/Coordinator must call the Rail Control Center (612-341-5710) for daily activation of the Work Permit and notification on the Metro Transit Light Rail Right-of-Way.

Outside contractors requesting a permit will be required to email the permit request to

Publication Number: 100.12	Revision: #9 Date: 9-2025	Page: 2 of 2
Title: Work Permit Procedure		

Transit-LRT-ROWpermit@metrotransit.org at a minimum of one week in advance of the work being requested.

Changes to the permit or planned work must be communicated to Transit-LRT-ROWpermit@metrotransit.org.

Internal departments must complete track allocation calendar in the H drive the Wednesday in the week before of the work being requested.

**Required information to be included in email:**

Project details:

1. Metro Transit Project #:
2. Metro transit CAR:
3. Work to be done:
4. Duration:

Permit details:

1. Company:
2. Contact Person:
3. Contact Number:
4. Contact Email:
5. Work within 12 feet of the tracks?
6. Work within 20 feet of the OCS?
7. Permit Start Time:
8. Permit End Time:
9. Work location:
10. Rail Safety training:
11. Overhead power de-energized:
12. Request for track out of service:
13. Equipment used:
14. Will personnel be located on top of the equipment or riding on the equipment?
15. Will there be work performed on top of the equipment?
16. How are you protecting automobile traffic?
17. How are you protecting MT customers?
18. Will work be performed in a confined space?
19. Confined space training certification?

**EMPLOYEE RESPONSIBILITY**

Employee responsibilities are outlined in training and the applicable Metro Transit Light Rail Operating Rules (current version).

**REFERENCES**

Metro Transit Rail Operations Rule Book (current version)

EXHIBIT D  
Insurance and Indemnification Requirements

**Indemnification.** The CONTRACTOR agrees that it will save and protect, hold harmless, indemnify, and defend the METROPOLITAN COUNCIL (“COUNCIL”) and its members, agents, and employees and TWIN CITIES WESTERN RAILROAD (“TCWR”) and its affiliates and subsidiaries, and one or more of their respective officers, directors, employees, agents, and contractors against any and all claims, expenses (including attorneys’ fees), losses, damages, or lawsuits for damage or injury arising out of or resulting from the CONTRACTOR’s performance of the contract, including acts or omissions of its employees, subcontractors, representatives, agents, or any other party for whom CONTRACTOR may be liable, except to the extent such claim, expense, loss, or damage is solely related to the sole negligence of the COUNCIL. Insurance Requirements.

**Insurance.** The CONTRACTOR shall procure and maintain the following insurance:

1. Commercial General Liability occurrence form, ISO CG 00 01 or equivalent, and if necessary, an Umbrella Liability policy on a following-form basis, providing coverage for, but not limited to, liability arising from premises, operations, independent contractors, products- completed operations, personal injury and advertising injury, and contractual liability assumed under this contract, including contractual liability for any Work within 50’ of a Railroad (ISO CG 24 17, or equivalent). Policy must be maintained for a period of two years after Final Acceptance of the Work. Limits of insurance shall not be less than \$2,000,000 per occurrence and an aggregate limit of at least \$6,000,000. If the policy does contain an annual aggregate, then it shall apply separately to this project. COUNCIL and its members, agents, and employees and TCWR and its affiliates and subsidiaries, and one or more of their respective officers, directors, employees, agents, and contractors shall be listed as an Additional Insured, on a primary and non-contributory basis, utilizing ISO CG 20 26 07 04 and ISO CG 20 37 07 04, or their equivalent.
2. Business automobile coverage, ISO CA 00 01, 1997 or later edition, and if necessary, an Umbrella Liability policy on a following-form basis, for liability arising out of the operation, maintenance, or use of any automobile, whether owned, non-owned, rented or leased. Limits shall not be less than \$2,000,000 each Accident.
3. Workers' Compensation to be statutory. Employer’s Liability with a limit not less than \$1,000,000 each person per accident, \$1,000,000 each employee by disease, and \$1,000,000 all employees by disease.
4. Contractor’s Pollution Liability. For any excavation or boring work, Contractor shall maintain this coverage with limits not less than \$1,000,000 each claim and \$2,000,000 annual aggregate. Coverage shall include bodily injury, property damage, including loss of use of property, clean-up costs, defense (including costs and expenses incurred in the

investigation, defense, or settlement of claims), products and/or completed operations, and contractual liability. Coverage shall also be provided for transport of waste and non-owned disposal sites, if Contractor is disposing of waste.

- 4.1 The COUNCIL and its members, agents, and employees and TCWR and its affiliates and subsidiaries, and one or more of their respective officers, directors, employees, agents, and contractors shall also be listed as an additional insured on such policy.
  - 4.2 If Contractor's Pollution Liability policy is written on a claims-made basis, then retroactive date must precede the earlier of either i.) the effective date of this contract, or ii.) the date Work begins and shall provide an extended reporting period.
5. Railroad Protective Liability. Contractor shall purchase and maintain, for the duration of the project, Railroad Protective Liability Insurance (ISO form CG 00 35 04 13 or its current equivalent) which shall name the COUNCIL and its members, agents, and employees and TCWR and its affiliates and subsidiaries, and one or more of their respective officers, directors, employees, agents, and contractors as the only insureds, and shall provide limits of \$2,000,000 per occurrence and \$6,000,000 annual aggregate
6. Each policy of CONTRACTOR shall be endorsed to state that the insurer agrees to waive all rights of subrogation, contribution, and recovery that may exist against the COUNCIL and its members, agents, and employees and TCWR and its affiliates and subsidiaries, and one or more of their respective officers, directors, employees, agents, and contractors for losses arising out of the performance of this contract

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Scheduled Railroad:</b>	<b>Designated Job Site:</b>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

**9. "Insured Contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".