



MINNEHAHA CREEK
WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

Meeting: Board of Managers
Meeting date: 10/22/2026
Agenda Item #: 11.2
Item Type: Action

Title: Authorize Execution of an Agreement to Amend the West End Redevelopment Maintenance Declaration (Permit #07-297)

Resolution number: 26-081

Prepared by: Veronica Sannes
Vsannes@minnehahacreek.org

Reviewed by: Chuck Holtman and Louis Smith, Legal Counsel

Recommended action: Authorize the District Administrator, on advice of counsel, to execute an Agreement to Amend a Maintenance Declaration with Hempel Real Estate

Project Background:

In 2007, Duke Realty applied for a permit from MCWD to redevelop the 35-acre West End site in St. Louis Park. Recognizing an opportunity to achieve water quality benefits beyond its regulatory requirements, MCWD partnered with Duke Realty to incorporate innovative stormwater management practices, including underground infiltration chambers, boulevard tree trenches, and a demonstration green roof adjacent to commercial office space.

With financial support from MCWD, these improvements provided treatment for over 35 acres of land and removed an estimated 47 lbs of phosphorus annually and reduced stormwater runoff volumes discharged from the site by 62 acre-feet annually, which contributed to water quality improvements in Brownie Lake that supported its removal from the impaired waters list for excess nutrients in 2010.

As a condition of MCWD's permit and funding agreement, the developer recorded a declaration requiring perpetual maintenance of the stormwater management practices.

Proposed Agreement:

The green roof, which was intended to serve an educational purpose, experienced end of useful life maintenance challenges and eventually was removed to facilitate repair of the commercial office space's roof. When Hempel Real Estate acquired the property in 2022, the recorded continued to require the maintenance of the green roof.

Rather than simply removing an obsolete maintenance requirement, MCWD staff and Hempel have developed an opportunity to preserve the original educational intent while creating greater public visibility for the District's clean water investments.

The West End has evolved into a regional destination for shopping, dining and entertainment, employment, and residential activity, attracting visitors to establishments such as Marcus Theatres, Punch Bown Socia, CRAVE, and Yard House. This creates an opportunity to reach a broad public audience with the story of how innovative stormwater management can be integrated into

development to improve downstream water quality in the headwaters of the Minneapolis Chain of Lakes.

Under the proposed agreement, MCWD and Hempel will jointly develop educational signage or kiosks within the West End development highlighting its innovative stormwater management practices, the resulting water quality benefits, and the partnership's contribution to the restoration of Brownie Lake. Hempel will fund, fabricate, install, and maintain the signage.

Installation of the signage is a condition of removing the green roof maintenance requirements from the recorded declaration. Following installation, MCWD will execute an amendment replacing those requirements with an ongoing obligation to maintain the educational signage for a term of 15 years. Hempel will record the amendment against the affected properties.

The agreement converts an outdated maintenance obligation into a new, publicly accessible educational asset, creating sustained visibility for MCWD and its partnership approach without additional District capital investment.

Beyond the signage commitment, MCWD and Hempel have identified opportunities to further elevate awareness of the West End partnership and its environmental outcomes. The parties will collaborate to pursue a short feature through the Twin Cities Film Festival in 2027 and/or 2028, along with future media and outreach opportunities highlighting how the original development integrated innovative stormwater infrastructure and contributed to improved water quality.

Together, these efforts provide an opportunity to extend the value of MCWD's original investment, strengthen public awareness of the District's role in successful urban redevelopment, and showcase the environmental benefits that can result when regulatory review, financial investment, and private-sector collaboration are aligned.

Supporting Documents:

1. Agreement to Amend Declaration
2. Signage and Kiosk Plan
3. Declaration Amendment



MINNEHAHA CREEK
WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

RESOLUTION

Resolution number: 26-081

Title: Authorization to Execute Agreement and Amend Permit #07-297 Maintenance Declaration

- WHEREAS, in 2007, Duke Realty applied for MCWD permit #07-297 to redevelop the 35-acre Shops at West end site in the City of St. Louis Park, incorporating innovative stormwater management practices that exceeded District requirements, including underground infiltration chambers, runoff directed to boulevard trees, and a demonstration green roof;
- WHEREAS, MCWD provided financial support for these improvements, which contributed to water quality improvements in Brownie Lake, and pursuant to the permit and funding agreement, AD West End, LLC recorded a declaration with the Hennepin County Registrar of Titles as Document No. T4754375 requiring perpetual inspection and maintenance of the stormwater management practices;
- WHEREAS, the green roof, which served primarily an educational purpose and provided minimal stormwater treatment, experienced end of useful life maintenance challenges and was subsequently removed in order to repair the roof of commercial office space;
- WHEREAS, MCWD and Hempel have developed an agreement to replace the green roof's educational function with public facing signage or kiosks within the West End Development, creating greater opportunities to educate visitors about innovative stormwater management, the resulting water quality benefits, and MCWD's role in the restoration of Brownie Lake;
- WHEREAS, under the proposed agreement, MCWD and Hempel will jointly develop the educational signage, Hempel will fund, fabricate, install and maintain the signage in perpetuity, and the parties will collaborate on potential Twin Cities Film Festival and earned-media opportunities to further increase public awareness;
- WHEREAS, following installation of the signage, MCWD will amend the recorded maintenance declaration to remove the green-roof maintenance requirements, establish the obligation to maintain the educational signage, and preserve all remaining stormwater management obligations;
- WHEREAS, the Board of Managers finds that the proposed agreement preserves and enhances the original educational purpose of the green roof, creates opportunities for greater public awareness of MCWD's clean water investments, and maintains long-term accountability for the remaining stormwater management practices.

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the District Administrator, on advice of counsel, to execute the Agreement to amend the Maintenance Declaration with Hempel Real Estate in substantially the form presented to the Board and, upon satisfaction of the conditions specified therein, to execute the related Maintenance Declaration Amendment.

Resolution Number 26-081 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ____ ayes, ____ nays, ____ abstentions. Date: 10/22/2026

Secretary Date: _____

Attachment A – Agreement to Amend Declaration

AGREEMENT to AMEND DECLARATION Shops at West End, City of St. Louis Park, Minnesota

Minnehaha Creek Watershed District and MSP West End, L.L.C.

RECITALS

A. Minnehaha Creek Watershed District (MCWD) is a political subdivision of the State of Minnesota with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D. MSP West End, L.L.C. ("Owner") is a Delaware limited liability company (together, the "Parties").

B. In 2010, Minnehaha Creek Watershed District (MCWD) and AD West End, LLC, entered into a funding agreement for the installation and maintenance of stormwater best management practices associated with the development of Shops at West End. Pursuant to the funding agreement, on May 14, 2010, AD West End filed with the Hennepin County Registrar of Titles, as Document No. T4754375, a declaration by which AD West End, and its successors in title, would maintain constructed practices in perpetuity (the "Declaration"). The practices subject to perpetual maintenance include a green roof element designed to capture and hold stormwater for vegetative uptake and evapotranspiration ("Green Roof").

C. Owner has succeeded to ownership of certain real estate parcels of AD West End, including those where the Green Roof is situated. The Parties have determined that the Green Roof no longer functions as designed and that it is not practicable to rehabilitate or modify it so that it will reliably function. Owner has requested that it and its successors in title be relieved of the obligation to maintain the Green Roof. MCWD finds that the original contribution of the Green Roof to stormwater treatment and volume control, within the assembly of stormwater management practices, was small, and that the principal functions of the Green Roof were those of innovation and community education about stormwater management.

D. Accordingly, Owner and MCWD enter into this Agreement by which Owner will provide for community education in replacement of that provided by the Green Roof, and MCWD will amend the Declaration to remove terms relating to inspection and maintenance of the Green Roof.

TERMS

For valuable mutual consideration, and intending to be legally bound, the Parties agree as follows:

1. Attachment A to this Agreement, incorporated herein, sets forth terms for design, location, installation and maintenance of educational signage concerning site stormwater management in the watershed context.

2. Within thirty (30) days after Owner gives MCWD written notice that it has completed installation in accordance with Attachment A, and delivers to MCWD a certificate of an authorized signatory of Owner certifying that Owner has the authority to commit to signage maintenance for a period of fifteen years, it will sign and deliver to Owner an amendment to the Declaration removing the property owner's obligation to maintain the Green Roof and setting forth the obligation to maintain the signage. Owner will sign the amendment; file it at its own cost for registration on the encumbered land parcels; and

provide a stamped copy to MCWD. The amendment will be substantively as set forth in Attachment B, incorporated herein.

3. Pursuant to the Amendment (a) Owner shall be permitted to remove, abandon in place, or modify the Green Roof in its discretion, subject to applicable law; and (b) MCWD shall permanently release Owner, its predecessors in title, and their respective successors and assigns from any claim arising from the condition, inspection or maintenance of the Green Roof before the date of the Amendment.

4. As an owner of encumbered property, the City of St. Louis Park is a Declaration signatory. The Green Roof is not situated on City property, and Attachment A does not contemplate placing signage on City property. Accordingly, the Parties do not intend that the City will sign the Amendment. However, if the final plan does provide for encumbering City property, MCWD and Owner will cooperate in securing City participation in the Amendment. If that is not achieved, the plan will be adjusted to provide what MCWD reasonably determines to be equivalent public education benefit.

5. The Parties further will work together, in good faith, as follows:

a. On full execution of this Agreement and for two years after MCWD has approved installation under section 2, above, the Parties will develop and implement a campaign for earned media in local and regional business journals and trade publications that highlights the improvements and delisting of Brownie Lake. Each Party will bear its own internal costs, and neither Party is obligated to purchase paid media.

b. The Twin Cities Film Fest (TCFF) has been held annually at the Shops at West End. The Parties will seek to incorporate into the TCFF, for years 2027 and 2028, a short video highlighting the West End project and demonstrating the value of integrated land and water planning. MCWD will be responsible for script preparation and production, and will own copyright in the video. The Parties will coordinate as to content and cooperate in filming. Owner may review and approve, in its reasonable discretion, any portion of the video depicting or naming the Shops at West End, Owner, or any tenant, and the scheduling and location of any filming on Owner's property. The Parties will coordinate engagement with those responsible for TCFF programming. Inclusion of the video in TCFF programming is subject to the decisions of TCFF and the theater operator, and failure to secure inclusion will not be a default by either Party.

During this period, MCWD and Owner each will maintain a representative with explicit responsibility to coordinate this work. The obligations of this section 5 shall be memorialized in the Amendment and be a covenant that runs with the plan and binds successive owners thereunder.

6. Any amendment to this Agreement must be in writing and duly executed by the Parties. Venue for any action under or to enforce this agreement will lie in Hennepin County, Minnesota. This Agreement binds and benefits the Parties and their respective successors and assigns. Upon registration of the Amendment, Owner's signage obligations will be governed solely by the Amendment. Upon a transfer of Owner's fee interest in the encumbered parcels, the transferor will be released from obligations under this Agreement arising after the transfer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

MINNEHAHA CREEK WATERSHED DISTRICT

By _____

James Wisker, Administrator

Date:

State of _____

County of _____

This instrument was acknowledged before me this ____ day of _____, 2026, by James Wisker as Administrator, Minnehaha Creek Watershed District.

Notary Public

MSP WEST END, L.L.C., a Delaware limited liability company

By: HEMPEL WEST END, LLC,
a Delaware limited liability company,

Its: Manager

By: HEMPEL WEST END MANAGER, LLC,
a Minnesota limited liability company,

Its: Manager

By: _____

Name: Joshua D. Krsnak

Its: Chief Manager

Dated: _____, 2026

State of _____

County of _____

This instrument was acknowledged before me this ____ day of _____, 2026, by Joshua D. Krsnak, as Chief Manager of Hempel West End Manager, LLC, a Minnesota limited liability company, in its capacity as Manager of Hempel West End, LLC, a Delaware limited liability company, in its capacity as Manager of MSP West End, L.L.C., a Delaware limited liability company, for and on behalf of the company.

Notary Public

Attachment B – Signage Plan

Design and Approval

MCWD and Owner will collaborate on the number, location, format, appearance, and content of the signage. The parties will work together to develop signage that is technically accurate, understandable to the general public, appropriate for the West End development, and suitable for long-term outdoor display. The signs will include information regarding the collaboration between the developers and MCWD, the innovative stormwater management features of the site, and the water quality benefits that the site provides that contributed to the delisting of Brownie Lake. Final signage language, design, number and locations will require MCWD's and Owner's written approval, not to be unreasonably withheld, conditioned or delayed, before fabrication and installation. Signs will be placed in high trafficked areas, subject to the rights of tenants under existing leases, with a design generally conforming to the mock-up incorporated herein, dimensions approximately 18 by 36 inches, and at a height where they may be readily seen and read.

Fabrication and Installation

Following MCWD and Owner approval, Owner will fabricate and install the signage. Owner will coordinate any permits, property approvals, utility clearances, and other authorizations necessary to complete the installation. The signage will be constructed of durable, weather-resistant materials and installed on building walls in accordance with the approved plan. Owner will be responsible for all costs associated with design, fabrication, installation, and any related site restoration.

Maintenance

Owner will maintain, repair and replace the signage, at its cost for the term set forth in the Amendment. The signage will be inspected annually, or more frequently if maintenance issues arise, and maintained so that it remains legible, structurally secure, accurate, and in a condition appropriate for public display. Owner will clean, repair, replace damaged components, remove graffiti and any other applications that obscure the signage, and otherwise maintain as reasonably necessary to preserve the appearance and educational function of the signage.

Changes, Relocation, or Removal

Owner will propose any change to the signage language, design, or location to MCWD in writing. Material modifications, relocation, replacement, or permanent removal of signage will require MCWD written approval, not to be unreasonably withheld, conditioned or delayed. MCWD will respond to any request for approval within thirty (30) days after receipt. If signage must be temporarily removed due to construction, damage, or other site conditions, Owner will notify MCWD in writing and coordinate with MCWD regarding repair, replacement, relocation, and reinstallation. All signage installation is subject to compliance with all applicable laws.

THE SHOPS AT WEST END | A HIDDEN WATER STORY

Working together for cleaner water and a healthier community

Shops at
WEST END

HEMPEL

MINNEHAHA CREEK
WATERSHED DISTRICT

1 WHAT HAPPENS WHEN IT RAINS HERE?

THE HIDDEN JOURNEY OF RAIN

Smart design keeps rainwater clean and our lakes healthy.

- 1 Rain falls on streets and sidewalks
- 2 Slot drains collect runoff
- 3 Water flows to underground filtration system
- 4 Clean water returns to soil and groundwater

Beneath your feet is a stormwater system large enough to capture and clean millions of gallons of runoff.

Learn more! Scan the QR code.



2 THE LAKE CONNECTION

A SHOPPING DISTRICT HELPED RESTORE A LAKE.

The stormwater improvements at West End reduce pollution that flows to Brownie Lake.



Thanks to cleaner water entering the lake, Brownie Lake now meets state water quality standards and has been removed from the impaired waters list.

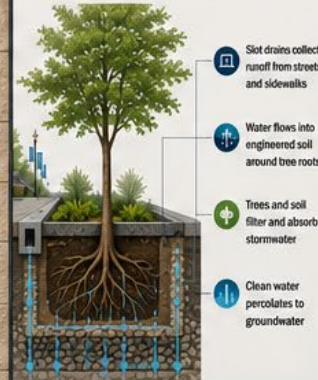
Healthy lakes. Stronger community. Better together.



3 THE TREES ARE PART OF THE SYSTEM

TREES CLEAN WATER.

Nature and design working together.



The trees along West End Boulevard help clean stormwater before it reaches our lakes.

Learn more! Scan the QR code.



4 WATER BENEATH US

WHAT YOU SEE ABOVE GROUND IS ONLY HALF THE STORY.

Innovative infrastructure protects our water for generations.



35+
ACRES
TREATED

63
ACRE-FEET
RUNOFF REDUCTION
EACH YEAR

47
POUNDS
OF PHOSPHORUS
REMOVED ANNUALLY

Smart design. Cleaner water. Healthier community.

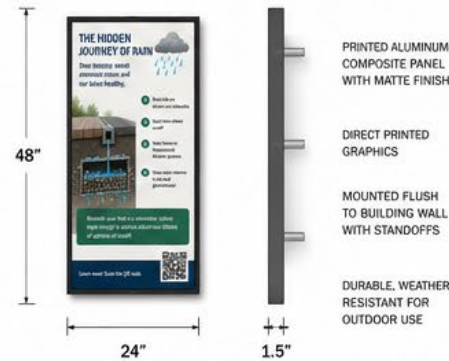


PROPOSED SIGN LOCATIONS (MOUNTED TO BUILDING WALLS)



Signs designed to complement the architecture and streetscape of The Shops at West End.

SIGN CONCEPT & SPECIFICATIONS



OVERALL SIGN PLAN



CLEANER WATER STARTS HERE.
Thank you for being part of the solution.

Attachment C – Maintenance Declaration Amendment

FIRST AMENDMENT TO DECLARATION

This First Amendment to Declaration ("Amendment") is made this _____ day of _____, 2026, by MSP West End, L.L.C., a Delaware limited liability company ("Declarant"), and accepted by the Minnehaha Creek Watershed District (MCWD), a special purpose local unit of government with purposes and powers pursuant to Minnesota Statutes chapters 103B and 103D (together, the "Parties").

RECITALS

A. Declarant owns real property within the City of St. Louis Park, Hennepin County, Minnesota (the "Property"), platted and legally described as:

[Insert legal descriptions]

B. On May 14, 2010, the former owner of the Property filed with the Office of the Registrar of Titles, Hennepin County, as Document No. T4754375, a Declaration for maintenance of stormwater management practices on the Property ("Declaration").

C. A certain element of the stormwater management practices, specifically a green roof, no longer functions and should not be the subject of ongoing maintenance obligations.

D. In place of the green roof, Declarant will install and maintain, for the term specified below, educational signage concerning stormwater management on the Property.

TERMS

Therefore, the Parties amend the Declaration as follows, intending to be legally bound:

1. Section 1 is amended and restated in its entirety as follows:

The Facilities subject to inspection and maintenance under this Declaration, identified as slot drains, structural soils, and educational signage, are as shown in the attachments to this Declaration.

2. Paragraph 2(b) is revised to read as follows:

The educational signage will be inspected annually, or more frequently if maintenance issues arise, and maintained so that it remains legible, structurally secure, accurate, and in a condition appropriate for public display. Maintenance includes cleaning, repairing, replacing damaged components, removing graffiti and any other applications that obscure the signage, and otherwise preserving appearance and educational function.

Any change to signage language, design or location, and any material modification, relocation, replacement, or permanent removal of signage requires MCWD written approval, not to be unreasonably withheld, conditioned or delayed. If signage is to be temporarily removed due to construction, damage, or other site conditions, MCWD will be notified in writing for coordination as to repair, replacement, relocation, and reinstallation.

Notwithstanding any other term of the Declaration, the obligations of this paragraph 2(b) terminate fifteen (15) years from the date the Declaration Amendment was fully signed. The obligations of this paragraph 2(b) bind only the fee owner of the parcel on which the applicable signage is located.

3. Section 5 is revised to read as follows:

Subject to the rights of tenants under leases of the Property, separately from the educational signage described at section 1 and paragraph 2(b), above, the MCWD, at its cost, may design, install, maintain, replace and remove informational and educational signage and associated supporting structures of a reasonable size and in reasonable locations on the Property. Each fee owner has a right to review and approve proposed signage on that owner's land, which right shall be reasonably exercised. MCWD will coordinate access with the fee owner, will not unreasonably interfere with the operation of the Property or its tenants, and will repair any damage caused by its activities.

4. Attachment C to the Declaration is removed and no longer of force or effect.

5. For the avoidance of doubt, all references in the Declaration to the "green roof" and all requirements to install, inspect and maintain the green roof are hereby deleted in their entirety.

6. Except as explicitly amended by this Amendment, the Declaration and all terms thereof remain in full force and effect.

IN WITNESS WHEREOF, the undersigned execute this Amendment as of the day and year set forth.

MSP WEST END, L.L.C., a Delaware limited liability company, Declarant

By: HEMPEL WEST END, LLC,
a Delaware limited liability company,
Its: Manager

By: HEMPEL WEST END MANAGER, LLC,
a Minnesota limited liability company,
Its: Manager

By: _____
Name: Joshua D. Krsnak
Its: Chief Manager

Dated: _____, 2026

State of _____
County of _____

This instrument was acknowledged before me this ____ day of _____, 2026, by Joshua D. Krsnak, as Chief Manager of Hempel West End Manager, LLC, a Minnesota limited liability company, in its capacity as Manager of Hempel West End, LLC, a Delaware limited liability company, in its capacity as Manager of MSP West End, L.L.C., a Delaware limited liability company, for and on behalf of the company.

Notary Public

Accepted by: **MINNEHAHA CREEK WATERSHED DISTRICT**

By: James Wisker, Administrator

State of _____

County of _____

This instrument was acknowledged before me this ____ day of _____, 2026, by James Wisker as Administrator, Minnehaha Creek Watershed District.

Notary Public

Prepared by:
Smith Partners PLLP
250 South Marquette Avenue, Suite 250
Minneapolis MN 55401