



**Title:** MCWD Campus Improvement Project

**Prepared by:** Name: James Wisker  
Phone: 952.641.4509  
Jwisker@minnehahacreek.org

**Purpose:**

At the May 28, 2026, Meeting of the Minnehaha Creek Watershed District (MCWD) Board of Managers, staff will present background and options for advancing improvements to its parking lots at its office building, and facilitate discussion with the Board on its preferred direction.

**Campus Improvement Background:**

In 2019, MCWD advanced design for the reconstruction of parking lots at its office building located at 15320 Minnetonka Boulevard. The purpose of the project is to sustainably reconstruct failed pavement and heaved sidewalks that create winter slip and fall hazards, by creating positive drainage and correcting pavement subgrade.

The proposed work to fully reconstruct the parking lots requires a minor amendment to the planned unit development of which MCWD's campus is a part, by the City of Minnetonka. So, the reconstruction project scope also addressed specific municipal code requirements such as providing an enclosure for on-site refuse containers, creating acceptable grades for handicapped parking access, and providing for stormwater management by reconfiguring existing on-site stormwater (Attachment A – C500).

The project included three bid alternates of interest to MCWD at the time, including: (1) additional drainage layer in the subgrade for the northern (lower) parking lot and driveway, to provide additional structural support and drainage given poor underlying historically wetland soils, (2) native landscaping on the west side of the building, and (3) a stormwater reuse cistern that would harvest rainwater and be used to irrigate the potential native landscaping.

The project was ultimately not put out for public bid after MCWD could not secure concurrence from the neighbor to the west, Campbell-Sevey, Inc. A 1990 cross-easement for shared driveway use extends 30 feet on each side of the shared parcel boundary, which runs approximately down the middle of the driveway (Attachment B - Easement). The easement stipulates that the easement area be available for both property owners' use, and that both owners must concur with any expenditure for driveway repair within that area exceeding \$1,000.

At the time Campbell-Sevey expressed concern over financially participating in the project and access disruptions during construction. It also questioned the need for pavement rehabilitation on the driveway, and did not support any change in driveway dimensions.

Shortly thereafter MCWD moved its operations remote due to COVID-19, and the project was placed on indefinite hold. The MCWD team returned to the office in Q3 of 2022, and in 2024, the MCWD Board requested the Administrator reinstate the project or remove it from the budget.

**2024 – 2025 Project Progress:**

Within the context of the 2025 budget development process, in 2024, MCWD staff reengaged the City of Minnetonka to refine its understanding of municipal requirements, and Campbell-Sevey to negotiate cost participation in the project and consent under the existing easement, prior to the Board's final consideration of the 2025 budget in November 2024.

### City Permitting:

From its dialog with the City of Minnetonka, MCWD understands that the full reconstruction of the parking lot and drive aisle would require a minor amendment to the planned unit development. This minor amendment to the planned unit development outlined specific requirements for ensuring no reduction in parking spaces, drive aisle widths, front and side yard setbacks, fire truck turn templates, refuse containers, floodplain, tree inventory and replacement, stormwater management, and wetland protection.

### Campbell Sevey Negotiations:

MCWD staff reinitiated engagement with Campbell-Sevey in July 2024, when the MCWD Administrator and Administrative Services Manager met with Campbell-Sevey's president, Steve Graves. Following initial meetings, where staff stepped through the proposed project plans as they relate specifically to past concerns raised by Campbell-Sevey, Mr. Graves advised that Campbell-Sevey did not object to MCWD's proposed work within the cross-easement, and that it would work in partnership to move the project forward in a reasonable way. This was subsequently memorialized in email from MCWD.

In 2020, MCWD sought Campbell-Sevey's engagement to replace the 1990 cross-easement with a narrower easement that would benefit both parties and allow MCWD to reconfigure paved portions of its property outside of the drive area. MCWD suggested this again in July 2025 and Campbell-Sevey, in consultation with its attorney, asked that MCWD draft a revised easement, which it delivered to Campbell-Sevey in late September.

Campbell-Sevey then advised that, in fact, it did not wish to collaborate in revising the cross-easement for the purpose of the project. Instead, it asked that MCWD draft a letter that would specify its concurrence in the MCWD work, subject to appropriate terms. MCWD, with counsel, prepared and transmitted the proposed letter with exhibits visually depicting the work in accordance with plans previously presented to Mr. Graves and Campbell-Sevey's attorney.

Campbell-Sevey apparently did not review MCWD's draft letter, and instead transmitted a proposed agreement drafted by its attorney. MCWD counsel found the agreement to be poorly drafted and problematic in a number of respects. Campbell-Sevey also redlined the MCWD exhibit depicting the proposed work, opposing changes to the curblin where the driveway connects to Minnetonka Boulevard, and further north where a bump out both accommodates handicapped parking grades and protects the proposed parallel parking west of the building. In its markup, Campbell-Sevey, at least, concurred in the proposed parallel parking. However, in ensuing written exchanges, in late October and early November, Campbell-Sevey then opposed the proposed parallel parking spaces.

As the above suggests, the relationship with Campbell-Sevey again deteriorated with Campbell Sevey reverting to its prior position that it will not agree to any changes to the existing driveway configuration on MCWD land. For MCWD's part, it has worked carefully at all times to provide graphic and explanatory materials to Campbell-Sevey, to memorialize conversations, and to work in good faith with Campbell-Sevey as a partner. Given the easement's requirement for neighbor consent to work on the shared driveway, Campbell-Sevey's position renders the full reconstruction project impossible to advance without initiating an eminent domain action to narrow the common right of way easement on the District's property.

### **Project Options and Next Steps:**

Since its last round of negotiations with Campbell-Sevey, MCWD staff have explored the feasibility of a reduced project scope with its engineers at LHB and Stantec, and the City of Minnetonka, that would avoid work in the shared driveway – the primary source of disagreement with Campbell Sevey.

### Alternative Reduced Project Scope and Useful Life:

The reduced scope would constitute a 'pavement reclaim' project, limited to just MCWD's parking areas while avoiding the shared driveway. Pavement reclamation involves pulverizing the existing asphalt in place, together with underlying aggregate base material, and then grading and compacting that blended material into a new base (sometimes with stabilizing agents), before paving with new asphalt. Pavement reclamation is more substantive than a 'mill and overlay,' but less intensive than a full reconstruction which would excavate all subs-surface aggregate base down into native soil material.

A pavement reclamation project may allow MCWD to rehabilitate its existing parking surface, without reducing parking count and requiring either a variance to city code or replacement of parking spaces along the shared driveway. The pavement reclamation would include concrete valley gutters through the middle of the southern (upper) lot, to convey drainage and eliminate ponding and icing. Similarly, in the northern (lower) lot a concrete valley gutter would run perpendicular to the southern curb line, straight north, to convey drainage to the existing stormwater facility and provide proper drainage.

The useful life of a pavement reclamation is difficult to estimate, since the subgrade will be improved but not fully corrected. Based on geotechnical reports, the northern (lower) lot would likely have a shorter useful life than the southern lot, due to its horizontal and vertical proximity to the wetlands and the subsoil freeze-thaw movement of associated soils. With improved drainage and regular seal coat maintenance, Stantec and LHB have estimated the useful life of a pavement reclamation to be anywhere from 5 to 10 years.

#### City Permitting:

MCWD staff have coordinated with the City of Minnetonka and have confirmed in writing that a pavement reclamation project would not trigger a minor amendment to the planned unit development, alleviating the cascading series of requirements that would thereby reduce parking count and force parking replacement in a parallel configuration along the shared driveway.

#### Easement:

The easement which extends 30 feet east from the property line, the approximate centerline of the shared driveway, stipulates that any expenditure for repair or replacement of the blacktop driveway in excess of \$1,000 shall require written consent. Based on analysis by project engineers, the pavement reclaim project should be able to be contained to the parking areas, with valley gutters conveying water to the curblines for proper drainage, without material disruption of reconstruction or repair of the shared blacktop driveway. Therefore, pursuant to the easement, written consent from Campbell Sevey is not required for this work.

#### **Summary:**

MCWD has two options to rehabilitate its parking lots, each with its own scope, cost and critical path:

##### 1. Full Reconstruction

- Fully corrects subgrade below the parking surface
- Contains bid alternate for additional subgrade drainage improvements in northern (lower) lot
- Integrates storm sewer and conveys water to reconstructed stormwater facility
- Requires minor amendment to planned unit development, causing reduction in parking count
- Ties into and reconstructs driveway, and replaces parking in parallel configuration on driveway
- Requires Campbell Sevey consent or District initiation of eminent domain to narrow the easement
- Estimated cost of approximately \$590K

##### 2. Pavement Reclamation

- Pulverizes existing pavement and section of subgrade below parking surface
- Regrades and includes valley gutters, improving drainage and reducing ponding and icing
- Does not require minor amendment to planned unit development
- Avoids work in shared driveway
- Does not require Campbell Sevey consent
- Estimated cost of approximately \$300K

#### **Next Steps:**

At the May 28, 2026, Board of Managers Meeting, staff will present background information to frame these options and facilitate discussion with the Board on its preferred direction.

# Attachment A

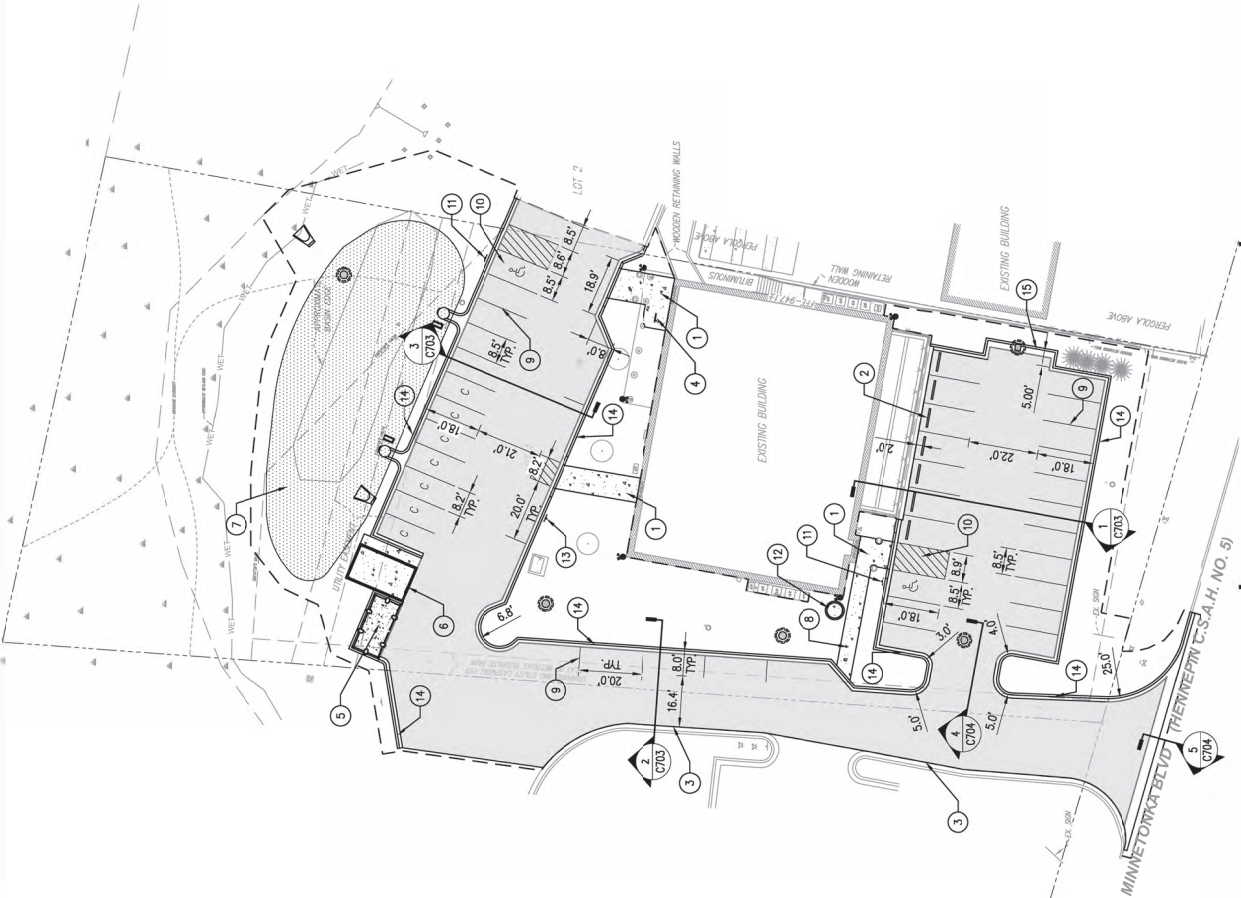


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## LEGEND

- PROPERTY LINE/RIGHT-OF-WAY LINE
- CONSTRUCTION LIMITS
- SAWJUT BITUMINOUS PAVEMENT
- 8612 CURB AND GUTTER (UNLESS NOTED OTHERWISE)
- BITUMINOUS PAVEMENT
- CONCRETE WALK
- STORMWATER BASIN
- NYLOPLAST STORM INLET. SEE DETAIL 2 ON SHEET C705
- STORM INLET
- STORM PIPE APRON
- CURB INLET AND RAIN GUARDIAN. SEE DETAIL 5 ON SHEET C800.



## KEYNOTES

- 1 REPLACE EXISTING STOOP. SEE APRON STOOP DETAIL 5/C700.
- 2 INSTALL SALVAGED CURB STOPS (TYP.)
- 3 MATCH EXISTING GUTTER LIP
- 4 REINSTALL SALVAGED BIKE RACK
- 5 8'X18" TRASH ENCLOSURE. SEE DETAILS ON SHEET C402 AND ENCLOSURE FENCE DETAIL ON SHEET C702.
- 6 GC TO PROVIDE A 12'X20' PAINTED SMART SHED BY SHEDPARTNERS.COM (OR SHEDS DIRECT). SEE SHEET C402 FOR DETAILS.
- 7 SEE SHEETS C705 AND C706 FOR STORMWATER BASIN DETAILS.
- 8 CONCRETE WALK. SEE DETAILS ON SHEET C700.
- 9 4" WIDE WHITE PAINT (TYP.)
- 10 SEE SHEET C501 FOR TYPICAL ACCESSIBLE PARKING DETAIL.
- 11 ACCESSIBLE PARKING SIGN. SEE DETAILS ON SHEET C702.
- 12 5" DIA. X 7' HT STAINLESS STEEL CISTERN ON 6" DIA. CONCRETE PAD. PROVIDE AND ADHERE A FULL-COLOR VINYL SIGN APPROXIMATELY 3' X 3' TO THE SIDE OF THE CISTERN. OWNER WILL PROVIDE SIGN ART.
- 13 LOADING ZONE PARKING SIGN. SEE DETAILS ON SHEET C702.
- 14 8612 CURB & GUTTER
- 15 8624 CURB & GUTTER

**PRELIMINARY**  
**NOT FOR CONSTRUCTION**  
05-26-2020

PROJECT NAME  
**MCWD CAMPUS  
IMPROVEMENT PROJECT**

15320 MINNETONKA BLVD  
MINNETONKA, MN 55345

DRAWING TITLE  
**LAYOUT AND  
SURFACING PLAN**

**C500**

FILE: ...000176500\_Dwgs\PC\CH000176500\_LAYOUT AND SURFACING.dwg  
DRAWN BY: IMS  
CHECKED BY: BPS  
DATE: 05/26/20  
DRAWING: SURFACING



04/26/90  
CA114-15

**DECLARATION OF DRIVEWAY EASEMENT**

This Declaration of Driveway Easement entered into this 18<sup>th</sup> day of MAY, 1990, by and between Robert L. Sevey and Joyce E. Sevey, husband and wife (collectively, "Sevey"), Westdale Properties, a general partnership, and Westdale Properties II, a general partnership (collectively, "Westdale").

Recitals:

WHEREAS, Sevey is the owner of the tract of land described on Exhibit A attached hereto ("Tract A");

WHEREAS, Westdale Properties and Westdale Properties II are the owners, respectively, of the West and East parcels of the tract of land described on Exhibit B attached hereto ("Tract B");

WHEREAS, by easement dated October 25, 1983, filed with the Hennepin County Recorder as Document No. 4839711, Sevey purported to grant a right-of-way easement over the East 30 feet of Tract A to Lynn Grave and Terry Grave, husband and wife (collectively, "Grave"), and Kenneth M. Prill and Florence M. Prill (collectively, "Prill"), then owners of Tract B (the "Prior Easement");

WHEREAS, Westdale has succeeded to the interests in Tract B of Grave and Prill;

WHEREAS, the parties hereto (or their predecessors) have constructed a blacktop roadway on certain property which is the subject of this agreement;

WHEREAS, the parties hereto desire to terminate the Prior Easement and to subject their respective properties to a driveway easement as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties declare and agree as follows:

1. Declaration of Easement. The parties hereto hereby subject, burden, submit the following property to a right-of-way and driveway easement (the "Easement") as hereinafter described:

The West thirty feet (30') of Tract B; and

The East thirty feet (30') of Tract A (hereinafter collectively referred to as the "Easement Property").

2. Use of Easement Property. The Easement Property may be used by the parties hereto, their agents, employees and invitees, for ingress and egress and roadway access to Tracts A and B and for maintenance and repair of any roadway located thereon. The owners of Tract B also agree to erect and maintain at their expense a legible and visible sign located at the base of the hill on Tract B near where it abuts Tract A. The sign shall be visible to potential vehicular users of the easement as an egress from Tract B and shall state "No Thoroughfare."

3. Maintenance and Repair of Easement Property. The parties hereto shall maintain and keep in good repair the existing blacktop driveway located on the Easement Property and any replacements thereof and remove all snow therefrom. The parties shall be responsible for the costs and expenses of such

repair and maintenance and snow removal in the following proportions:

Sevey: 50%

Westdale: 50%

Either party may perform work and/or expend funds for repair and/or maintenance and snow removal of the Easement Property and the other party shall reimburse the first party for the second party's portion of such work or expense. Notwithstanding the foregoing, any expenditure for repair or replacement of the blacktop driveway in excess of \$1,000.00 shall not be authorized hereunder without the prior written consent of all parties hereto. Any amounts unpaid hereunder after written demand thereof shall be a personal obligation of the party obligated hereunder and shall be a charge and a continuing lien on the property of the party obligated hereunder in favor of the party to whom reimbursement is due and such lien, together with interest thereon and attorneys fees, may be foreclosed as a lien in accordance with the Minn. Stat. Chapter 580, a power of sale for which is hereby granted, or as otherwise provided herein. Any purchaser of Tracts A or B (or a portion thereof) shall be entitled to a statement from the parties hereto setting forth any unpaid amounts due under this paragraph, and said purchaser shall not be subject to a lien for any unpaid reimbursement obligations arising prior to the date of the statement in excess of the stated amount. Notwithstanding the foregoing, no mortgagee or foreclosure sale purchaser on Tracts A or B shall be liable for or subject to any unpaid amounts due hereunder for any period

prior to the time when such mortgagee or foreclosure sale purchaser acquires title to the property.

4. Disputes. All disputes under this Agreement of any kind and nature, including disputes in the operation, maintenance or upkeep, or expenditure of funds in excess of the amount stated in paragraph 3 hereof, or any matter relating thereto, of the Easement, its scope and extent, shall be decided by arbitration by a single arbitrator appointed by the American Arbitration Association and the decision of the arbitrator shall be final. The losing party in an arbitration shall bear the expense of the arbitration unless otherwise ordered by the arbitrator. The arbitrator is specifically authorized to impose the lien referred to paragraph 3 hereof on the property of any delinquent owner and to order sale thereof, which order and award may be enforced in the District Court of Hennepin County.

5. Prior Easement. The parties hereto hereby release, terminate and vacate the Prior Easement and all rights and obligations thereunder. The parties hereto further release each other from any and all other prior obligations with respect to the Easement Property.

6. Agreement Binding. This Declaration and the Easement shall be binding on the parties hereto, their heirs, devisees, successors and assigns and shall run with the land. The Easement shall be perpetual unless terminated in writing by all parties interested therein.



WESTDALE PROPERTIES II

By *Lynn Grove*  
A General Partner

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) SS.

On this 18<sup>th</sup> day of May, 1990, before me, a Notary Public within and for said County, personally appeared *Lynn Grove*, to me personally known, who, being by me duly sworn, did say that he is the general partner of Westdale Properties II, a general partnership named in the foregoing instrument, and that said instrument was signed in behalf of said partnership, and *Lynn Grove* acknowledged said instrument to be the free act and deed of said partnership.

JANICE H. ANDERSON  
NOTARY PUBLIC—MINNESOTA  
HENNEPIN COUNTY

My Commission Expires Apr. 10, 1996

*Janice H. Anderson*  
Notary Public

This instrument drafted by:

Holmes & Graven, Chartered (LMW)  
470 Pillsbury Center  
Minneapolis, MN 55402  
337-9300  
CALL14-15

## EXHIBIT A

That part of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 117, Range 22, described as follows: Beginning at the East line of said tract at its intersection with the Northerly line of Minnetonka Boulevard as located prior to 1964 and also known as County Road No. 5; thence Westerly along said Northerly line 66 feet; thence North parallel with the East line of said West 1/2 of the Northeast 1/4 of the Southwest 1/4 150 feet, thence Easterly parallel with the Northerly line of Minnetonka Boulevard 66 feet to the East line of said West 1/2; thence South 150 feet to point of beginning, all according to the United States Government Survey thereof; and situated in Hennepin County, Minnesota, and

That part of the East half of the East half of the Southwest quarter of Section 16, Township 117 North, Range 22 West of the 5th Principal Meridian, lying Northerly of the centerline of Minnetonka Boulevard, as located prior to 1964 and also known as County Road No. 5, which lies South of a line hereinafter referred to as "Line A", said "Line A" being described as follows:

Commencing at the Northeast corner of said Southwest quarter; thence South along the East line of said Southwest quarter a distance of 1100 feet to the point of beginning of said "Line A"; thence deflecting right 100 degrees to the West line of said East half of the East half of the Southwest quarter, and said "Line A" there ending,

And lying westerly of a line described as follows:

Beginning at a point on the above described "Line A" distant 482.57 feet westerly from its point of beginning; thence southerly, deflecting to the left 97 degrees 53 minutes 37 seconds, when measured from west to south, a distance of 380.57 feet, to the center line of old County Road No. 5 and said line there terminating.

## EXHIBIT B

### EAST PARCEL

That part of the East Half of the Southwest Quarter of Section 16, Township 117, Range 22, described as follows:

Commencing at the Northeast corner of said East Half of the Southwest Quarter; thence Southerly along the East line of said East Half of the Southwest Quarter a distance of 1100 feet to the point of beginning; thence deflect to the right at an angle of 100 degrees for a distance of 188.25 feet; thence deflect to the left at an angle of 91 degrees 48 minutes 17 seconds for a distance of 369.42 feet to the intersection with the centerline of Old County Road No. 5; thence Southeasterly along said centerline to the intersection with a line drawn parallel with and distant 110 feet Westerly, as measured along said centerline, from said East line of the East Half of the Southwest Quarter; thence Northerly along said parallel line a distance of 200 feet; thence Southeasterly to a point on said East line of the East Half of the Southwest Quarter distant 200 feet Northerly, as measured along said East line, from said centerline; thence Northerly along said East line to the point of beginning.

### WEST PARCEL

That part of the East Half of the Southwest Quarter of Section 16, Township 117, Range 22, described as follows:

Commencing at the Northeast corner of said East Half of the Southwest Quarter; thence Southerly along the East line of said East Half of the Southwest Quarter a distance of 1100 feet; thence Westerly deflecting to the right at an angle of 100 degrees for a distance of 188.25 feet to the point of beginning; thence Westerly along the extension of the last described line for a distance of 294.32 feet; thence deflect to the left at an angle of 97 degrees 53 minutes 37 seconds for a distance of 380.57 feet to the intersection with the centerline of Old County Road No. 5; thence Southeasterly along said centerline to the intersection with a line drawn Southerly from the point of beginning at an angle of 91 degrees 48 minutes 17 seconds, as measured West to South, from said extension; thence Northerly along the last described line for a distance of 369.42 feet to the point of beginning.



CONSENT AND JOINDER


The undersigned hereby consents and joins in the foregoing Declaration of Driveway Easement so as to subject the undersign's interest to the Easement (as defined therein) and terminate and release the Prior Easement (as defined therein). Nothing contained in this Consent and Joinder shall impose any personal liability on the undersigned.

NATIONAL CITY BANK  
OF RIDGEDALE

By *Glenn W. Keller*  
Its *SVP*

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) SS.

On this 25<sup>th</sup> day of May, 1990, before me, a Notary Public within and for said County, personally appeared *Glenn W. Keller*, to me personally known, who being by me duly sworn, did say that he is the SR. VICE PRESIDENT of National City Bank of Ridgedale, a national banking association named in the foregoing instrument, and that the seal, if any, affixed to said instrument is the corporate seal of said national banking association, and that said instrument was signed in behalf of said national banking association by authority of its Board of Directors, and GLENN W. KELLER acknowledged said instrument to be the free act and deed of said national banking association.

 JANICE H. ANDERSON  
NOTARY PUBLIC—MINNESOTA  
HENNEPIN COUNTY  
My Commission Expires Apr. 10, 1996

*Janice H. Anderson*  
Notary Public

This instrument drafted by:  
Holmes & Graven, Chartered (LMW)  
470 Pillsbury Center  
Minneapolis, MN 55402  
337-9300

CONSENT AND JOINDER

The undersigned hereby consents and joins in the foregoing Declaration of Driveway Easement so as to subject the undersigned's interest to the Easement (as defined therein) and terminate and release the Prior Easement (as defined therein). Nothing contained in this Consent and Joinder shall impose any personal liability on the undersigned.

UNITED SAVINGS BANK, F.S.B.,  
formerly known as UNITED FEDERAL  
SAVINGS BANK, F.S.B.

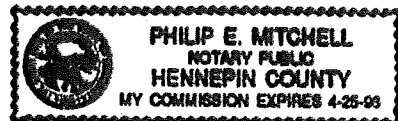
BY Roger L. Schlader  
Its CEO

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) ss.

On this 1st day of July, 1990, before me, a Notary Public within and for said County, personally appeared Roger L. Schlader, to me personally known, who, being by me duly sworn, did say that he is the CEO of UNITED SAVINGS BANK, F.S.B., formerly known as United Federal Savings Bank, F.S.B., a Federal Savings Bank named in the foregoing instrument, and that the seal, if any, affixed to said instrument is the corporate seal of said Federal Savings Bank, and that said instrument was signed in behalf of said Federal Savings Bank by authority of its Board of Directors, and Roger L. Schlader acknowledged said instrument to be the free act and deed of said Federal Savings Bank.

Philip E. Mitchell  
Notary Public

THIS INSTRUMENT DRAFTED BY:  
Dunkley, Bennett & Christensen, P.A.  
Suite 700 - 701 Fourth Avenue South  
Minneapolis, Minnesota 55415  
Telephone: (612) 339-1290







CONSENT AND JOINDER

The undersigned hereby consents and joins in the foregoing Declaration of Driveway Easement so as to subject the undersigned's interest to the Easement (as defined therein) and terminate and release the Prior Easement (as defined therein). Nothing contained in this Consent and Joinder shall impose any personal liability on the undersigned.

NORWEST MORTGAGE, INC., as assignee of NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, formerly known as Norwest Bank Midland

By [Signature]  
Its [Signature]

STATE OF IOWA )  
COUNTY OF POLK ) ss.

On this 9th day of JULY, 19 90, before me, a Notary Public within and for said County, personally appeared R.A. CAMPBELL, to me personally known, who, being by me duly sworn, did say that he is the ASST. V. P. of NORWEST MORTGAGE, INC., as assignee of Norwest Bank Minnesota National Association, formerly known as Norwest Bank Midland, a MINNESOTA CORPORATION, and that the seal, if any, affixed to said instrument is the corporate seal of said CORPORATION, and that said instrument was signed in behalf of said CORPORATION by authority of its Board of Directors, and R. A. CAMPBELL acknowledged said instrument to be the free act and deed of said CORPORATION.

[Signature]  
Notary Public

MY COMMISSION EXPIRES 10-08-90

THIS INSTRUMENT DRAFTED BY:  
Dunkley, Bennett & Christensen, P.A.  
Suite 700 - 701 Fourth Avenue South  
Minneapolis, Minnesota 55415  
Telephone: (612) 339-1290

# Existing Easement Location Exhibit

for: MINNEHAHA CREEK WATERSHED DISTRICT

