

**MEETING DATE:** April 14, 2016

**TITLE:** Authorization to execute access agreement with Japs Olson Company

**RESOLUTION NUMBER:** 16-XXX

**PREPARED BY:** Michael Hayman

**E-MAIL:** Mhayman@minnehahacreek.org

**TELEPHONE:** 952-471-8226

**REVIEWED BY:**  Administrator  Counsel  Program Mgr. (Name): James Wisker  
 Board Committee  Engineer  Other

**WORKSHOP ACTION:**

<input type="checkbox"/> Advance to Board mtg. Consent Agenda.	<input type="checkbox"/> Advance to Board meeting for discussion prior to action.
<input type="checkbox"/> Refer to a future workshop (date):_____	<input type="checkbox"/> Refer to taskforce or committee (date):_____
<input type="checkbox"/> Return to staff for additional work.	<input type="checkbox"/> No further action requested.
<input checked="" type="checkbox"/> Other (specify): <b><u>Final Action at Board Meeting April 14, 2016</u></b>	

**PURPOSE or ACTION REQUESTED:**

Authorization to execute a *Grant of Non-Exclusive Access Easement for Driveway Purposes* with Japs Olson Company, a perpetual, non-exclusive easement allowing the District and the public to use a portion of the Japs Olson driveway to reach the planned trail connection and parking area from Excelsior Boulevard.

**PROJECT/PROGRAM LOCATION:**

7400 Excelsior Boulevard, St. Louis Park

**PAST BOARD ACTIONS:**

- May 14, 2015 – Acceptance of Japs Olson Greenway report and authorization to continue partnership development with Japs Olson Company (Board Action absent of RBA – passed 7-0)
- August 27, 2015 - Approval of permit 15-413 and authorization to enter into a cooperative agreement with Japs Olson Company and the City of St. Louis Park (15-071)
- November 19, 2015 - Authorization to execute agreement with Wenck Associates for design services for the Minnehaha Preserve Enhancement Project (15-094)

**SUMMARY:**

On August 27, 2015 the Board authorized the execution of a cooperative agreement with Japs Olson Company and the City of St. Louis Park for stormwater management related to the proposed redevelopment. The collaboratively developed stormwater management agreement includes a framework that:

- Optimizes Japs Olson's parking, providing regulatory required treatment for runoff from approximately 24 acres of Japs Olson's planned expansion and runoff from approximately 4 acres of non-regulatory required drainage on the former ApplianceSmart site;
- Obligates Japs Olson to convey about 3.67 acres of land on the former ApplianceSmart site, in fee, to MCWD, which through vegetative enhancement and other measures the MCWD will integrate with its contiguous restored Minnehaha Preserve properties;
- Enables Japs Olson to divert approximately 7 acres of runoff from its planned expansion to the District's planned regional facility at 325 Blake Road.

Japs Olson thereafter initiated its facility expansion work, which is in progress, and has subdivided its land and deeded to the District the 3.67 acres described in the stormwater management agreement. The District is proceeding with the intended vegetation restoration work on that land and developing a design concept for the extension of public trails onto the property.

The proposed parking area will be situated off of Excelsior Boulevard and just north of a driveway on the Japs Olson property that provides access from Excelsior Boulevard into the Japs Olson parking lot. To maintain a single vehicle ingress off of Excelsior Boulevard Japs Olson has agreed to convey to the District a *Grant of Non-Exclusive Access Easement for Driveway Purposes* (attached), a perpetual, non-exclusive easement allowing the District and the public to use a portion of the Japs Olson driveway to reach the planned parking area and trail connection.

The easement facilitates the District's management of the Minnehaha Preserve for its intended public purposes, is conveyed by Japs Olson in the spirit of partnership and without demand for monetary compensation, and does not subject the District to non-customary risks.

Staff recommends the Board of Managers authorize execution of the *Grant of Non-Exclusive Access Easement for Driveway Purposes*, with any non-material changes and on advice of counsel.

**ATTACHMENTS:**

- Agreement: *Grant of Non-Exclusive Access Easement for Driveway Purposes*

## RESOLUTION 16-XXX

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**TITLE: Authorization to Execute Access Agreement with Japs Olson Company**

- WHEREAS the Minnehaha Creek Watershed District maintains the Minnehaha Preserve project, encompassing about 4,500 feet of renaturalized Minnehaha Creek corridor and about 30 acres of surrounding riparian land, all within the City of St. Louis Park between Meadowbrook Road and Louisiana Avenue, and all on land owned in fee by the District and the City;
- WHEREAS the District maintains the Minnehaha Preserve for water quality and ecological purposes and for passive public recreation and education, and for those purposes has constructed trails and boardwalks for non-motorized public use;
- WHEREAS Japs Olson Company owns land adjacent to the Minnehaha Preserve on which it operates a commercial printing facility;
- WHEREAS on August 27, 2015, the District Board of Managers authorized execution of a stormwater management agreement with Japs Olson Company and the City of St. Louis Park that, in conjunction with Japs Olson's facility expansion:
- Facilitated regulatory required stormwater management for about 24 acres of Japs Olson's planned expansion and regional management for stormwater from Meadowbrook Road and about four acres of other previously untreated hard surface;
  - Obligated Japs Olson to convey about 3.67 acres of land on the former ApplianceSmart site, in fee, to the District, which through vegetative restoration and other measures the District would integrate into the contiguous Minnehaha Preserve land;
  - Obligated the District to accept stormwater from about seven acres of the Japs Olson expansion in its planned regional stormwater management facility at 325 Blake Road in the City of Hopkins.
- WHEREAS Japs Olson thereafter initiated its facility expansion work, which is in progress, and has subdivided its land and deeded to the District the 3.67 acres described in the stormwater management agreement, and the District is proceeding with the intended vegetation restoration work on that land and developing a design concept for the extension of public trails onto the property;
- WHEREAS the District also is designing a parking area sized for up to 15 vehicles for public trailhead parking and District use primarily for ordinary site monitoring and maintenance activities;
- WHEREAS the parking area will be situated off of Excelsior Boulevard and just north of a driveway on the Japs Olson property that provides access from Excelsior Boulevard into the Japs Olson parking lot;
- WHEREAS Japs Olson has agreed to convey to the District a *Grant of Non-Exclusive Access Easement for Driveway Purposes*, a perpetual, non-exclusive easement allowing the District and the public to use a portion of the Japs Olson driveway to reach the planned parking area from Excelsior Boulevard, in exchange for indemnification and in accordance with other customary terms; and

WHEREAS the easement facilitates the District's management of the Minnehaha Preserve for its intended public purposes, is conveyed by Japs Olson in the spirit of partnership and without demand for monetary compensation, and does not subject the District to non-customary risks;

THEREFORE BE IT RESOLVED that the President of the Board of Managers hereby is authorized to execute the *Grant of Non-Exclusive Access Easement for Driveway Purposes*, with any non-material changes and on advice of counsel.

Resolution Number 16-\_\_\_\_\_ was moved by Manager \_\_\_\_\_, seconded by Manager \_\_\_\_\_.  
Motion to adopt the resolution \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions. Date: \_\_\_\_\_.

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

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(Space Above for Recorder/Registrar Use)

**GRANT OF NONEXCLUSIVE ACCESS EASEMENT  
FOR DRIVEWAY PURPOSES**

THIS GRANT of Nonexclusive Access Easement for Driveway Purposes (“**Easement Agreement**”) is made effective March 25, 2016, by **JAPS-OLSON COMPANY**, a Delaware corporation (“**Grantor**”) to and for the benefit of **MINNEHAHA CREEK WATERSHED DISTRICT**, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D (“the **District**”). Grantor and the District are sometimes individually and collectively referred to as an “**Owner**” or the “**Owners.**”

**PREAMBLE**

- A. Grantor is the owner of the land located in Hennepin County, Minnesota described on **Exhibit 1** attached hereto (“**Grantor’s Property**”).
- B. The District is the owner of land contiguous to Grantor’s Property and described on **Exhibit 2** attached hereto (“**District Property**”).
- C. Grantor's property has direct access to Excelsior Boulevard over a private driveway located in the southeast corner of Grantor's property ("**Driveway**"). The southerly part of the District Property is located adjacent to the Driveway and Excelsior Blvd. The Driveway, the southerly portion of Grantor's Property, and the southerly portion of the adjacent District Property is depicted on **Exhibit 3** attached hereto. Due to current State and/or County requirements, the District Property has no direct vehicular access to Excelsior Blvd.
- D. The District has requested, and Grantor has agreed to convey to the District pursuant to the terms and conditions of this Easement Agreement, a nonexclusive easement over a portion of the Driveway for non-commercial vehicular access in order to service a passenger vehicle parking area located or to be located on the District Property in the immediate vicinity of the Driveway ("**District Parking Area**"). The District Parking Area is described on **Exhibit 4** attached hereto.

THEREFORE, in consideration of the mutual covenants herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor grants to the District and Grantor and the District agree as follows:

- 1. **Access Easement.** Grantor hereby grants, for the benefit of the District and the District's employees, licensees, contractors and public invitees (“**Authorized Users**”), a nonexclusive easement appurtenant to the District Property of access, ingress and egress for private driveway purposes ("**Access Easement**") over and across that portion of the Driveway (the "**Access Area**") described and depicted on **Exhibit 4** attached hereto, subject to all of the terms and conditions of this Easement

Agreement. The Easement is perpetual but is subject to termination in accordance with the specific terms herein.

2. **Uses.**

2.1. **Vehicle Access.** The District Parking Lot shall be designed and improved to accommodate not more than 15 passenger vehicles. Use of the Access Area shall be for pedestrian and passenger vehicle access, ingress and egress to and from the District Parking Lot from Excelsior Boulevard. The Access Area shall not be used to provide routine circulating or "through" traffic to or from other parts of the District Property that are located northerly of the District Parking Area. If the District or its Authorized Users need to access the Parking Area with heavy, oversized or obstructive construction and/or commercial vehicles, the District shall exercise reasonable efforts to do so directly from other areas of the District Property and the Access Area shall be used for such heavy, oversized or obstructive construction and/or commercial vehicle access purposes only if the District finds that no other substantially equivalent alternative is available.

2.2. **No Obstructions.** The Access Area shall not be obstructed by parking, storage or any other activity that impairs vehicular access to either Grantor's Property or the District Parking Area. The foregoing shall not preclude temporary obstructions by Grantor for Driveway construction, maintenance, repairs, replacements or other reasonably necessary activities; provided that Grantor shall exercise reasonable efforts to minimize the impact of such activities on access to the Parking Area. Grantor shall give the District reasonable advance notice of construction, repairs or other activities which temporarily may interfere with or otherwise impact access to the District Parking Area.

3. **Access Area Transition Improvements; Restoration and Repair.** The District, at its sole cost and expense, is solely responsible for obtaining all necessary governmental permits and approvals and installing any curb cuts, asphalt or other all-weather transition paving and other improvements, that may be required in order to physically connect the District Parking Area to the Driveway Access Area to facilitate passenger vehicle access to the District Parking Area. The District shall repair and restore any Driveway paving, curbs, drainage facilities, and other improvements or landscaping that are damaged or disturbed by the District's activities, including access by construction and commercial vehicles, returning such improvements and landscaping to the same condition or better than existed prior to the District's activities.

4. **Access Area Maintenance and Repair.** Each Owner, at its own expense and without contribution from the other Owner, shall have the right, but not the obligation, to plow, sweep, rake and remove debris in the Access Area and perform repairs and replacements of the all-weather driving surface of the Access Area. Snow that is cleared from the Access Area must be stacked/stored on Grantor's Property. Snow that is cleared from the District Parking Area must be stacked/stored on the District Property. Neither Owner shall clear, stack or store snow or other items so as to interfere with the free flow of traffic on the Driveway or from the Access Area to the District Parking Area.

5. **Insurance.**

5.1. **Liability Insurance.** The District must keep and maintain at its own expense commercial general public liability insurance insuring against claims for damages because of bodily injury, including death, and property damage. Public liability limits shall not be less than applicable liability limits set forth at Minnesota Statutes §466.04, as amended. At Grantor's request, the District shall provide to Grantor a certificate issued by the insurer(s).

5.2. **Casualty Insurance.** Each Owner is solely responsible, at its sole cost and expense, for maintaining such insurance policies and coverages as it deems necessary, appropriate and prudent in connection with its respective personal property and the improvements on its respective property.

- 5.3. **Waiver; Subrogation.** The Owners hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder, and in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
6. **District Indemnity.** To the extent of its liability limit under Minnesota Statutes §466.04, as amended, the District agrees to defend, protect, indemnify and hold harmless Grantor, its directors, officers, employees, contractors, agents and invitees (collectively the "**Grantor Parties**") from and against all claims, demands and liens, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind, including reasonable attorneys' fees and costs of suit, arising out of, resulting from or relating to the activities of the District and its Authorized Users pursuant to this Easement Agreement; provided however, the foregoing obligation shall not apply to the extent caused by the negligence or willful act or omission of the Grantor Parties. Any mechanics lien arising out of any work or improvements by the District or its Authorized Users pursuant to this Easement Agreement which affects title to Grantor's Property shall be immediately discharged of record (either by payment or by posting bond or other security). If the District fails to discharge such lien Grantor, following 30 days' notice to the District, may discharge the lien and shall be entitled to immediate reimbursement from the District for the actual cost of discharging the lien.
7. **Easements Appurtenant; Covenants Binding.** The Access Easement is appurtenant to the District Property. Unless and until this Easement Agreement is terminated as provided herein, Grantor's Property and the District Property shall be transferred, held, sold, conveyed and used subject to all of the easements, covenants, restrictions, conditions and other terms and provisions of this Easement Agreement, which shall run with and bind Grantor's Property and the District Property and the Owners and successive Owners of Grantor's Property and the District Property.
8. **No Partnership.** Nothing in this Easement Agreement shall be deemed to create a partnership between or among the Owners, nor shall it cause them to be considered joint venturers or members of any joint enterprise.
9. **No Public Dedication.** Notwithstanding the fact that the District's Authorized Users may include members of the general public, nothing in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the Access Area or Grantor's Property to the public, or for any public use or purpose whatsoever.
10. **No Third Party Beneficiaries.** There are no third party beneficiaries of this Easement Agreement, intended or otherwise.
11. **Remedies.** In addition to any remedies available at law, this Easement Agreement may be enforced by proceedings in equity to restrain any violation or to compel specific performance. Invalidation of any one or more provisions of this Easement Agreement by arbitration, judgment or court order shall not affect any other provisions, which shall remain in full force and effect.
12. **Attorneys' Fees and Costs.** In the event of a dispute involving this Easement Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs at arbitration and all pre-trial, trial and appellate levels.
13. **Headings.** The headings preceding the text of each Section and Subsection are included only for convenience of reference. Headings shall be disregarded in the construction and interpretation of this Easement Agreement.
14. **No Waiver.** An Owner's failure to insist upon strict performance of any of the terms, covenants or conditions of this Easement Agreement shall not be deemed a waiver of any rights or remedies which that Owner may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any Owner of any default under this Easement Agreement shall be effective or binding on such Owner unless

made in writing by such Owner and no such waiver shall be implied from any omission by an Owner to take action in respect to such default.

- 15. **Notices.** Any demand, notice or communication required or permitted to be given under this Easement Agreement must be in writing and is deemed given on (a) the day personally delivered, (b) the third business day after the date of mailing by certified or registered first class mail, postage prepaid, return receipt requested, or (c) one business day after accepted for next business day delivery by a national commercial delivery service which provides package tracking services, in each case addressed to the parties at their respective addresses. Until an Owner designates another address by notice in the manner set forth herein, all notices given pursuant to this Easement Agreement shall be sent to the following address:

**To Grantor:**

Japs-Olson Company  
1700 Excelsior Boulevard  
St. Louis Park, MN  
Attn.: Chief Executive Officer

**To District:**

Minnehaha Creek Watershed District  
15320 Minnetonka Blvd.  
Minnetonka, MN 55345  
Re: Easement Notice, Japs-Olson Property

Notices which are rejected or refused or which cannot be delivered because of changed address of which no notice was given shall be deemed delivered.

- 16. **Amendment or Termination.** This Easement Agreement may be amended only by an instrument signed by all of the then record fee simple owners and contract vendees of Grantor's Property and the District Property. This Easement Agreement may be terminated only by an instrument signed by all of the then record fee simple owners and contract vendees of the District Property. Amendments and/or terminations and shall be effective only when recorded in the office of the registrar of titles in Hennepin County, Minnesota
- 17. **Term of Easement Agreement.** The Access Easement and the covenants and provisions of this Easement Agreement shall continue indefinitely until such time, if ever, that the District establishes direct vehicular access from Excelsior Boulevard to service the District Parking Area ("**Direct Access**"). If the District Property has Direct Access to Excelsior Boulevard, then at Grantor's request, the District shall execute in recordable form and deliver to Grantor a quitclaim of the Access Easement and all other rights and interests of the District pursuant to this Easement Agreement.
- 18. **Counterparts.** This Easement Agreement may be executed in counterparts or with counterpart signature and acknowledgment pages, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and the District have executed this Easement Agreement effective as of the date first set forth above.

**GRANTOR:**

**JAPS-OLSON COMPANY**, a Delaware corporation

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

MICHAEL BEDDOR

Its: \_\_\_\_\_  
Chief Executive Officer

**DISTRICT:**

**MINNEHAHA CREEK WATERSHED DISTRICT**, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D

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

SHERRY DAVIS WHITE

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





**EXHIBIT 1**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

Tract D, Registered Land Survey No. 1674, Hennepin County, Minnesota

EXCEPTING Therefrom that part of said Tract D, Registered Land Survey No. 1674 described as follows:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT D; THENCE SOUTH 89 DEGREES 57 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE THEREOF 33.01 FEET TO A POINT ON THE EAST LINE OF A 33.00 FOOT WIDE ROAD AND PARKWAY EASEMENT AS RECORDED IN DOCUMENT NO. 431440. THE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES 57 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT D A DISTANCE OF 577.33 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 02 MINUTE 11 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT D A DISTANCE OF 286.52 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 43 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT D A DISTANCE OF 389.18 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 68 DEGREES 12 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE THEREOF 38.21 FEET; THENCE NORTH 27 DEGREES 15 MINUTES 55 SECONDS WEST 23.01 FEET; THENCE NORTH 84 DEGREES 28 MINUTES 12 SECONDS WEST 22.13 FEET; THENCE NORTH 85 DEGREES 51 MINUTES 35 SECONDS WEST 114.75 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS EAST 554.52 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 57 SECONDS WEST 18.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 9.17 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 376.62 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID ROAD AND PARKWAY EASEMENT; THENCE NORTH 00 DEGREES 02 MINUTES 11 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 95.71 FEET TO THE POINT OF BEGINNING.

Certificate of Title No. 1416361

**EXHIBIT 2**  
**LEGAL DESCRIPTION OF DISTRICT PROPERTY**

The real property in Hennepin County, Minnesota, described as follows:

That part of Tract D, Registered Land Survey No. 1674 described as follows:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT D; THENCE SOUTH 89 DEGREES 57 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE THEREOF 33.01 FEET TO A POINT ON THE EAST LINE OF A 33.00 FOOT WIDE ROAD AND PARKWAY EASEMENT AS RECORDED IN DOCUMENT NO. 431440 THE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES 57 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT D A DISTANCE OF 577.33 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 02 MINUTES 11 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT D A DISTANCE OF 286.52 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 43 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT D A DISTANCE OF 389.18 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 68 DEGREES 12 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE THEREOF 38.21 FEET; THENCE NORTH 27 DEGREES 15 MINUTES 55 SECONDS WEST 23.01 FEET; THENCE NORTH 84 DEGREES 28 MINUTES 12 SECONDS WEST 22.13 FEET; THENCE NORTH 84 DEGREES 44 MINUTES 09 SECONDS WEST 114.93 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS EAST 552.26 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 57 SECONDS WEST 18.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 9.17 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 376.62 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID ROAD AND PARKWAY EASEMENT; THENCE NORTH 00 DEGREES 02 MINUTES 11 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 95.71 FEET TO THE POINT OF BEGINNING.

Certificate of Title No. 1416360



**EXHIBIT 4**  
**DESCRIPTION OF ACCESS AREA AND DISTRICT PARKING AREA**

**Access Area**

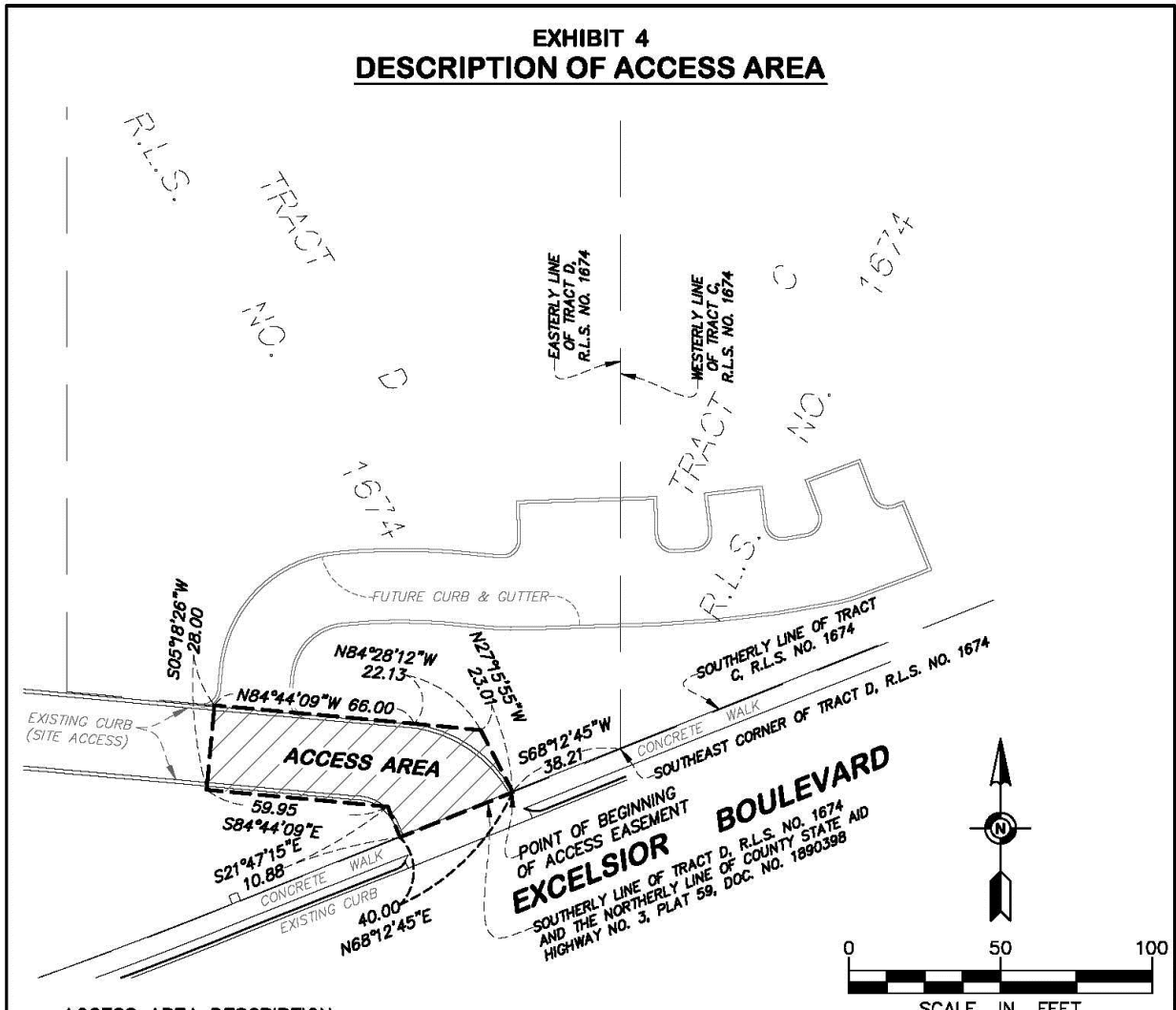
That part of Tract D, Registered Land Survey No. 1674, Files of the Registrar of Titles, Hennepin County, Minnesota, described as follows:

Commencing at the southeast corner of said Tract D; thence South 68 degrees 12 minutes 45 seconds West, bearings based on Hennepin County Coordinate Grid, along the southerly line of said Tract D, a distance of 38.21 feet to the point of beginning of said access area to be described; thence North 27 degrees 15 minutes 55 seconds West a distance of 23.01 feet; thence North 84 degrees 28 minutes 12 seconds West a distance of 22.13 feet; thence North 84 degrees 44 minutes 09 seconds West a distance of 66.00 feet; thence South 05 degrees 18 minutes 26 seconds West a distance of 28.00 feet; thence South 84 degrees 44 minutes 09 seconds East a distance of 59.95 feet; thence South 21 degrees 47 minutes 15 seconds East a distance of 10.88 feet to said southerly line; thence North 68 degrees 12 minutes 45 seconds East, along said southerly line, a distance of 40.00 feet to said point of beginning.

Containing 2,737 square feet.

See drawing attached hereto.

**EXHIBIT 4 – Continued**  
**Drawing Depicting Access Area**



**ACCESS AREA DESCRIPTION:**

That part of Tract D, Registered Land Survey No. 1674, Files of the Registrar of Titles, Hennepin County, Minnesota, described as follows:

Commencing at the southeast corner of said Tract D; thence South 68 degrees 12 minutes 45 seconds West, bearings based on Hennepin County Coordinate Grid, along the southerly line of said Tract D, a distance of 38.21 feet to the point of beginning of said access area to be described; thence North 27 degrees 15 minutes 55 seconds West a distance of 23.01 feet; thence North 84 degrees 28 minutes 12 seconds West a distance of 22.13 feet; thence North 84 degrees 44 minutes 09 seconds West a distance of 66.00 feet; thence South 05 degrees 18 minutes 26 seconds West a distance of 28.00 feet; thence South 84 degrees 44 minutes 09 seconds East a distance of 59.95 feet; thence South 21 degrees 47 minutes 15 seconds East a distance of 10.88 feet to said southerly line; thence North 68 degrees 12 minutes 45 seconds East, along said southerly line, a distance of 40.00 feet to said point of beginning.

Containing 2,737 square feet.

**ACCESS AREA EXHIBIT FOR:**

**MINNEHAHA CREEK  
WATERSHED DISTRICT**

**SITE LOCATION: 7400 Excelsior Boulevard  
St. Louis Park, Minnesota 55426**



**Egan, Field & Nowak, Inc.**  
land surveyors since 1872

1229 Tyler Street NE, Suite 100  
Minneapolis, Minnesota 55413  
PHONE: (612) 466-3300  
FAX: (612) 466-3383  
WWW.EFNSURVEY.COM

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**EXHIBIT 4 – Continued**  
**Description of District Parking Area**

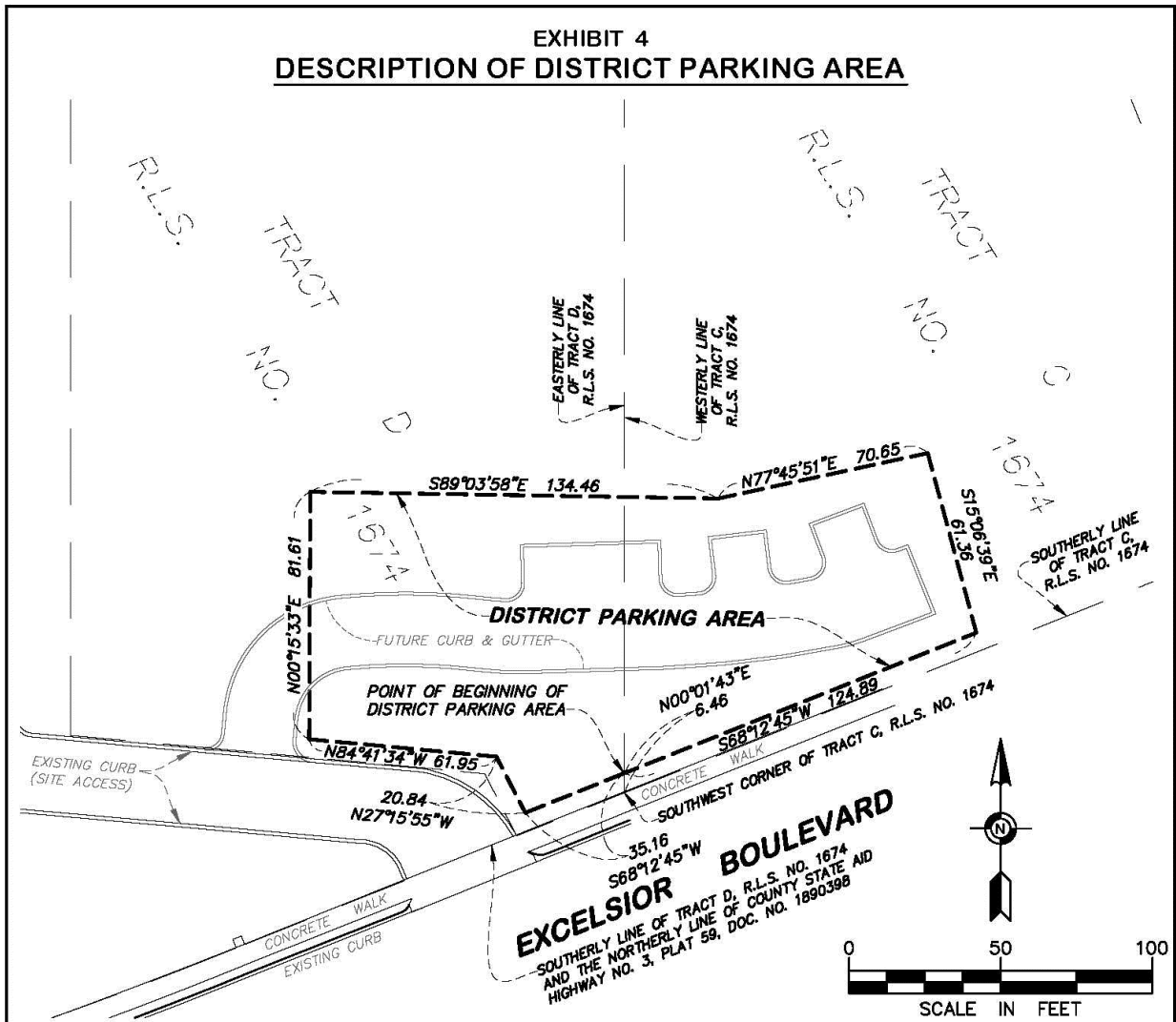
**District Parking Area**

That part of Tracts C and D, Registered Land Survey No. 1674, Files of the Registrar of Titles, Hennepin County, Minnesota, described as follows:

Commencing at the southwest corner of said Tract C; thence North 00 degrees 01 minutes 43 seconds East, bearings based on Hennepin County Coordinate Grid, along the west line of said Tract C, a distance of 6.46 feet to the point of beginning of said district parking area to be described; thence South 68 degrees 12 minutes 45 seconds West a distance of 35.16 feet; thence North 27 degrees 15 minutes 55 seconds West a distance of 20.84 feet; thence North 84 degrees 41 minutes 34 seconds West a distance of 61.95 feet; thence North 00 degrees 15 minutes 33 seconds East a distance of 81.61 feet; thence South 89 degrees 03 minutes 58 seconds East a distance of 134.46 feet; thence North 77 degrees 45 minutes 51 seconds East a distance of 70.65 feet; thence South 15 degrees 06 minutes 39 seconds East a distance of 61.36 feet; thence South 68 degrees 12 minutes 45 seconds West a distance of 124.89 feet to said point of beginning.

See drawing attached hereto.

**EXHIBIT 4 – Continued**  
**Drawing Depicting District Parking Area**



**DISTRICT PARKING AREA DESCRIPTION:**

That part of Tracts C and D, Registered Land Survey No. 1674, Files of the Registrar of Titles, Hennepin County, Minnesota, described as follows:

Commencing at the southwest corner of said Tract C; thence North 00 degrees 01 minutes 43 seconds East, bearings based on Hennepin County Coordinate Grid, along the west line of said Tract C, a distance of 6.46 feet to the point of beginning of said district parking area to be described; thence South 68 degrees 12 minutes 45 seconds West a distance of 35.16 feet; thence North 27 degrees 15 minutes 55 seconds West a distance of 20.84 feet; thence North 84 degrees 41 minutes 34 seconds West a distance of 61.95 feet; thence North 00 degrees 15 minutes 33 seconds East a distance of 81.61 feet; thence South 89 degrees 03 minutes 58 seconds East a distance of 134.46 feet; thence North 77 degrees 45 minutes 51 seconds East a distance of 70.65 feet; thence South 15 degrees 06 minutes 39 seconds East a distance of 61.36 feet; thence South 68 degrees 12 minutes 45 seconds West a distance of 124.89 feet to said point of beginning.

Said district parking area contains 17,386 square feet.

DISTRICT PARKING AREA EXHIBIT FOR:  
**MINNEHAHA CREEK  
WATERSHED DISTRICT**  
  
SITE LOCATION: 7400 Excelsior Boulevard  
St. Louis Park, Minnesota 55426



**Egan, Field & Nowak, Inc.**  
land surveyors since 1872

1229 Tyler Street NE, Suite 100  
Minneapolis, Minnesota 55413  
PHONE: (612) 466-3300  
FAX: (612) 466-3383  
WWW.EFNSURVEY.COM  
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