

MEETING DATE: March 24, 2016

TITLE: Resolution of Support for the Concept of Acting as Conservation Easement Holder for the Deerhill Preserve CD-PUD

RESOLUTION NUMBER: 16-028

PREPARED BY: Laura Domyancich

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REVIEWED BY: Administrator Counsel Program Mgr.: Tiffany Schaufler
 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): Not reviewed at Board Workshop. Seeking approval at March 24, 2016 Board Meeting.	

PURPOSE or ACTION REQUESTED: Resolution of support for the concept of acting as conservation easement holder for the Deerhill Preserve CD-PUD pending the final negotiation of the Conservation Easement (Attachment 1), Land Stewardship Plan (Attachment 2), and Ecological Resource Management Plan (Attachment 3). An overview map of projects within the subwatershed is included for reference (Attachment 4).

PROJECT/PROGRAM LOCATION: Deerhill Preserve Conservation Design-Planned Unit Development (CD-PUD), Medina (formerly known as Stonegate CD-PUD)

PROJECT TIMELINE: March 11, 2016: Developer submitted Final Plat documents for review to City of Medina staff
April 5, 2015: Final Plat, Development Agreement, and Conservation Easement considered by Medina City Council

PROJECT/PROGRAM COST:
Fund name and number: Land Restoration, 200-2005
Current Budget: \$89,000
Expenditures to date: \$5654
Requested amount of funding: \$0

PAST BOARD ACTION: Resolution 15-011: Authorization to Execute a Memorandum of Understanding with Stonegate Farm, Inc. and Property Resource Development Corporation (January 29, 2015)

SUMMARY: Stonegate Farm, Incorporated owns approximately 191 acres of land in the cities of Medina and

Orono. Property Resources Development Corporation (PRDC) proposes to develop the property into a 41-lot single family subdivision. Both entities are parties to a Contingent Settlement Agreement (CSA) with the City of Medina that stipulates the development of the property utilizing a conservation design planned unit development (CD-PUD).

The development of the property is of interest to MCWD because of its location within a key conservation area as designated in the District's watershed management plan, with proximity to Lake Katrina and Three Rivers Park District's Baker Park, as well as Wolsfeld Woods Scientific and Natural Area. MCWD is also providing technical guidance to additional private landowners in this area to complete conservation planning and natural areas restoration.

The CSA requires Stonegate Farm and PRDC to comply with the CD-PUD process which includes dedication of conservation areas within the development that encompass all wetlands and wetland buffers, all steep slopes in excess of 18% grade, and a minimum of 30% of the remaining buildable land area. As such, the conservation areas offer the potential to restore, connect, and regionally integrate approximately 90 acres of degraded farmed wetland, existing tamarack bog, and uplands that could create a significant habitat corridor.

The City of Medina CD-PUD ordinance requires the developer to create a Land Stewardship Plan for the conservation areas and to seek a holder of the conservation easement. In January 2015, PRDC approached the District about the potential to serve in this role. This opportunity was discussed at the March 19, 2015 Policy and Planning Committee Meeting, and the committee recommended to the Board of Managers that staff indicate support for, and negotiate, the role of easement holder within the Stonegate conservation subdivision. Staff also provided project updates to the Policy and Planning Committee (PPC) on November 19, 2015, February 18, 2016, and March 17, 2016, and the PPC expressed support to staff in the continued drafting of documents and for the conservation area planning as a whole.

Over the last 15 months, District staff have been coordinating with PRDC and the City of Medina on planning the restoration areas and the drafting of the conservation easement and Land Stewardship Plan.

PRDC submitted to City of Medina staff their final plat application materials on March 11. City staff will review the materials, and the Medina City Council will consider the application at their meeting on April 5. At that time, the conservation easement holder must be secured by Board resolution. The conservation easement must be executed when final plat is recorded.

The conservation easement terms are similar in format and substance to other conservation easements the District has acquired under its Land Conservation program. A part of the conservation land, including tamarack swamp, will be preserved in its present condition. PRDC will restore the other portion, much of which historically has been in agricultural use. Once restored, it will be protected. The easement will prohibit most forms of disturbance but will allow for some non-intensive uses, passive recreation, public trails that would be maintained by the City, location of secondary septic drainfields, and some forms of vegetation management. Also, with concurrence of the homeowners' association (HOA) as property owner, the District would have the ability to undertake its own hydrologic and vegetation enhancements within the conservation area.

As holder, the District would commit itself to a monitoring and inspection role that typically it would exercise semi-annually, at its own cost. Under the easement and the development agreement between PRDC and the City, the HOA would be responsible to reimburse the District for any further enforcement costs and the City would be able to assess those costs for the District's benefit.

The easement is perpetual. If at some future time, the District's mission or priorities change, it would have the right to assign its role to another public or institutional entity authorized to hold conservation easements, with the consent of the HOA and the City.

RESOLUTION

RESOLUTION NUMBER: 16-028

TITLE: Resolution of Support for the Concept of Acting as Conservation Easement Holder for the Deerhill Preserve CD-PUD.

WHEREAS, Stonegate Farm Inc. and Property Resources Development Corporation (PRDC) are parties to a contingent settlement agreement with the City of Medina to develop 171 acres with 41 single-family homes utilizing a conservation design planned unit development named Deerhill Preserve; and

WHEREAS, the subject property is located in a key conservation area as designated by the District's watershed management plan with proximity to Lake Katrina, Three Rivers Park District's Baker Park, and Wolsfeld Woods Scientific and Natural Area; and

WHEREAS, the District is actively involved in providing technical assistance for natural areas restoration to additional adjacent landowners; and

WHEREAS, the proposed conservation and restoration work has the potential to restore, connect, and regionally integrate approximately 90 acres of primarily drained and degraded farmed wetland, existing tamarack wetlands, and associated uplands that could support and enhance a significant conservation corridor; and

WHEREAS, the District recognizes that there is great public benefit provided by the water resource protection aspects of this project including the restoration of 41 acres of wetland and upland areas and the preservation of an additional 48 acres of wetland and forested habitats, which will be protected in perpetuity by conservation easement and that this public benefit exceeds the limited public cost to potentially undertake the role of easement holder; and

WHEREAS, the District also recognizes that the conservation areas provide additional public benefit including recreational access over public trails, wildlife and pollinator habitat corridor linkages, and protection of a tamarack bog, which is an increasingly rare wetland type; and

WHEREAS, the City of Medina's ordinances require the creation of a Land Stewardship Plan for all conservation areas associated with the project and the designation of an easement holder to ensure these areas are protected in perpetuity; and

WHEREAS, the District and PRDC have worked proactively and collaboratively to bring conservation considerations to bear on the proposed development of the property to optimize the water resource and ecological benefits of the development and facilitate an orderly development review process while securing desired economic outcomes of PRDC and Stonegate Farm, Inc.; and

WHEREAS, the District, as a potential conservation easement holder, is positioned to ensure the conservation provisions of the easement are upheld, provide technical and regulatory guidance to the property owner with respect to management of the conservation property, and undertake its own enhancements to water resources within the conservation area;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers hereby supports the concept of acting as the conservation easement holder for the Deerhill Preserve Conservation Design – Planned Unit Development pending negotiation of final easement language.

Resolution Number 16-028 was moved by Manager _____, seconded by Manager _____.
Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: _____.

Secretary Date: _____

DRAFT

CONSERVATION EASEMENT

Legal Description of Protected Property:

OUTLOTS B, C, E, F, I, K, N DEERHILL PRESERVE (collectively referred to as the “Outlots”, the “Protected Property” or the “Easement Area”).

Torrens Property
Certificate of Title No(s): 862516

This is a CONSERVATION EASEMENT granted by Property Resources Development Corporation, Inc., a Minnesota Corporation (“Owner”), to the Minnehaha Creek Watershed District, a governmental body created under Minnesota Statutes Chapter 103D (the “District”).

RECITALS:

- A. **OWNER.** The Owner is the Owner in fee simple of the real property in the City of Medina, Hennepin County, Minnesota, and legally described above (the “Protected Property”). The general location of the Protected Property is identified as Outlots B, C, E, F, I, K, N on the Final Plat attached hereto as Exhibit A (hereinafter referred to as the “Plat”) and the Site Plan attached hereto as Exhibit B (hereinafter referred to as the “Site Plan”).
- B. **PROTECTED PROPERTY.** The Protected Property is approximately 89 acres which encompasses in part approximately 30 acres of an approximately 46-acre Tamarack swamp, public waters as defined in Minnesota Statutes §103G.005, Subd. 15, and contains a wetland, floodplain and mature tree canopy. The remaining approximately 55 acres of the Protected Property historically has been used for agricultural purposes. The Owner has agreed to grant this Conservation Easement, in part, as a condition imposed by the City of Medina (the “City”) for approval of a Conservation Design Planned Unit Development (incorporated herein and attached as Exhibit C, and hereinafter referred to as the “PUD”) a form of residential development (pursuant to applicable City regulations) on the Protected Property and contiguous real property thereto (hereinafter referred to as the “Residential Community”).

- C. **MINNEHAHA CREEK WATERSHED DISTRICT.** The Minnehaha Creek Watershed District is a governmental body created and operated exclusively for the purposes of water resource protection, conservation and management, including the protection, conservation, and management of lands to serve those purposes. The District is an organization qualified to hold conservation easements under Minnesota law and Section 170(h) of the Internal Revenue Code and related regulations.
- D. **CONSERVATION POLICY.** Preservation of the Protected Property will further those governmental policies established by the following:
1. Minnesota Statutes Chapter 84C, which recognizes the importance of private conservation efforts by authorizing conservation easements for the protection of natural, scenic, or open space values of real property, assuring its availability for agriculture, forest, recreational, or open space use, protecting natural resources, and maintaining or enhancing air or water quality.
 2. The Metropolitan Surface Water Act, Minnesota Statutes Section 103B, which specifically identifies the importance of protecting the natural surface waters and groundwaters of the Metropolitan Area.
 3. Minnesota Statutes Section 103D which provides for the establishment of watershed districts to conserve the natural resources of the State.
 4. Minnehaha Creek Watershed District watershed management plan (as amended) which includes the policies, programs, and projects implementing the Metropolitan Surface Water Act.
- E. **CONSERVATION INTENT.** It is the parties intent to create and implement a conservation easement that is binding in perpetuity upon the Owner and all future owners of the Protected Property and that conveys to the District the right to protect and preserve the Protected Property for the benefit of this generation and generations to come, pursuant to the terms of this Conservation Easement.
- F. **DOCUMENTATION.** The current condition of the Protected Property is described and documented in a property report, **TITLED** _____ and **DATED** _____, and signed by Owner and the District, on file at the office of the District (the "Property Report"). The Owner and the District acknowledge that the Property Report accurately represents the condition of the Protected Property at the time of this conveyance and may be used by the parties in monitoring future uses of the Protected Property, in documenting compliance with the terms of this Easement and in any enforcement proceeding. This paragraph does not preclude the use of other information and evidence to establish the present condition of the Protected Property in the event of a future controversy.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

CONVEYANCE OF CONSERVATION EASEMENT:

Pursuant to the laws of the State of Minnesota and in particular Minnesota Statutes Chapter 84C and in consideration of the Recitals above and the mutual covenants contained herein and in further consideration of the sum of one dollar and other valuable consideration, the Owner hereby grants to the District a perpetual conservation easement over **OUTLOTS B, C, E, F, I, K, AND N, DEERHILL PRESERVE FIRST ADDITION** and as generally identified on the Plat and Site Plan attached hereto as Exhibits A and B and incorporated herein, respectively. The conservation easement granted herein consists of the following rights, terms and restrictions applicable within the Protected Property (the “Conservation Easement” or “Easement”):

1. **CONSERVATION PURPOSE.** The purpose of this Easement is to preserve and protect in perpetuity the Protected Property by: (a) confining the development, management and use of the Protected Property to uses and activities that are consistent with the Conservation Plan as further defined in Section 2.1, (b) prohibiting activities as set forth in this Conservation Easement, and (c) providing for remedies in the event of any violation of this Easement.

The terms of this Easement are specifically intended to provide a significant public benefit, including but not limited to restoring and protecting the water quality, habitat value and ecological integrity of surface waters and wetlands, as well as associated riparian land, floodplain and supporting groundwater, both on the Protected Property and within the wider hydrologic system in which they are situated, as further described in the District’s watershed management plan (2007 version), along with the facilitation of public educational and passive recreational use by the local community consistent with protection restoration and protection of the resource.

2. **PRESERVATION AND RESTORATION.**

- 2.1. In conjunction with the development of the Residential Community, the Owner will complete the installation of the natural resources on portions of the Protected Property identified on the Site Plan as the “Restoration Area,” and as specified in the Land Stewardship Plan (“LSP”) dated _____, 2016 and the Ecological Restoration Management Plan (“ERMP”) dated _____, 2016, prepared by Applied Ecological Services, Inc. for the Owner (incorporated herein as Exhibits D and E, respectively, and hereinafter collectively referred to as the “Conservation Plan”).
- 2.2. Once the initial restoration plantings are established within the Restoration Area pursuant to the Conservation Plan, the Owner shall maintain the Restoration Area in accordance with the ERMP.

2.3 The Owner has no obligation to complete any restoration within the area generally identified as the Reserve Area in the LSP, including, without limitation, the removal of any species or the installation of any plantings. The Reserve Area is also identified on the Site Plan and shall hereinafter be referred to as the “Reserve Area.”

3. **USES WITHIN THE CONSERVATION EASEMENT:** In furtherance of the intent of this Conservation Easement, the Conservation Easement is subject to the activity and use rights and limitations set forth in Section 3. The permitted uses set forth below are not intended to be exclusive. The terms of this Section apply to Owner and all persons acting under Owner’s authority or control.

3.1 Permitted Activity Limited. Permitted activity on the Easement is limited to those activities specifically permitted in this Conservation Easement. The Conservation Plan will be interpreted as consistent with and subject to this Conservation Easement. No activity may be conducted under the Conservation Plan so as to violate any term of this Easement.

3.2. Industrial and Commercial Activity. No industrial or commercial use of the Easement is allowed.

3.3. Right of Way. No right of way shall be granted across the Easement area except the right-of-way shown on the Plat (Exhibit A) and the Site Plan (Exhibit B) to serve the lots in the Residential Community.

3.4. Mining. No mining, drilling, exploring for or removing of any minerals from the Easement Area is allowed. The foregoing notwithstanding, prior to completing the restoration within the Restoration Area, the Owner may remove material within the Restoration Area for use in the development of the Residential Community, in which case Owner will protect and restore the disturbed area in accordance with the Conservation Plan.

3.5. Subdivision. The Easement may not be divided, subdivided, or partitioned. Any adjustment to the boundary of a lot within the Easement requires District approval. Any such adjustment will be evidenced by the recording of an Amendment to this Conservation Easement to redefine the Protected Property.

3.6. Water. No activity shall be conducted on the Easement that would pollute, alter, deplete, or extract surface water or groundwater; cause erosion; or be detrimental to water quality, except as follows:

- a. Activities approved in writing by District that restore or enhance wildlife habitat or native biological communities or that improve or enhance the function and quality of existing wetlands and surface waters on and off of the property.

- b. Activities undertaken in the exercise of rights reserved under Section 3 of this Easement, if any, that might cause erosion or impact water quality on a temporary basis, provided that all reasonable erosion and sediment control measures are undertaken to limit the impacts of those activities. All activities permitted hereunder remain subject to any applicable permitting requirements of the District and other governmental bodies.
 - c. Owner shall have the right to install wells within the Conservation Easement for purposes of providing irrigation for plantings and landscaping within any right of way, Protected Property or common elements installed as part of the Residential Community.
- 3.7. Dumping. No trash, garbage, organic material for composting, hazardous or toxic substances or unsightly material may be dumped or placed on the Easement Area.
- 3.8. Storage Tanks. There shall be no placement of underground storage tanks on, in, or under the Easement Area.
- 3.9. Agricultural Use. No agricultural use or cultivation, except for vegetation management permitted under subsection 3.14, below, is allowed within the Conservation Easement unless approved by the District.
- 3.10. Utilities. Limited utilities are permitted within the Easement as follows:
- a. The Owner reserves the right to use the Easement for siting of secondary drainfields for individual septic systems associated with the lots contained within the Residential Community, subject to the limits in the approved PUD or as allowed by applicable City regulations. All secondary drainfields shall be subject to maintenance and management requirements of the Deerhill Preserve Homeowners Association (hereinafter referred to as the “HOA”) and all applicable laws and regulations. If a secondary drainfield is sited within the Conservation Easement a survey showing the location of the drainfield shall be provided to the District and vegetation over the drainfield shall be reasonably consistent with adjacent vegetation.
 - b. Stormwater management facilities for the Residential Community may be located within the Easement.
 - c. The Protected Property is subject to and encumbered by those utility easements identified on the Final Plat, which is attached hereto as Exhibit A.

- d. Owner will not grant any new utility license or easement, or expand any existing utility license or easement, on or under the Easement Area, and will not install any utility pursuant thereto, except for those utilities that solely serve one or more lots within the Residential Community. In such a case, the utility will be subsurface if feasible and will be routed through the Conservation Easement only if an alternative route is not commercially feasible. Notwithstanding, the District, with Owner's concurrence, may allow other utilities to be installed and maintained, in its discretion but only on finding that the standards of paragraph 7.6(d), below, are met, and pursuant to such conditions as it may find necessary or appropriate.
 - e. Owner will give the District notice before land disturbance under this Subsection 3.10. The District may prescribe reasonable terms to protect the adjacent land and restore the disturbed area following the work to the pre-disturbance condition. The District's authority under this paragraph is not subject to any permit threshold under its adopted erosion control rule, but the terms it may impose are limited to those that would be within its authority to impose under said rule.
- 3.11. Recreational Use. Owner retains the right to access the Conservation Easement areas for passive recreational use. This includes but is not limited to the following:
- a. Owner may establish and maintain private turf trails for fire breaks, walking, cross-country skiing, horseback riding and other non-motorized recreational activities on or across the Easement, as generally identified on the Site Plan. Owner may establish and maintain other trails with District approval.
 - b. On District approval, Owner may allow the City to install and maintain trails for public use within a 20-foot right of way on the alignments identified on Exhibit B hereto. The District will approve any such trail on City agreement to reasonable terms governing: (i) site water resource protection and restoration after disturbance; and (ii) City hold harmless and indemnification arising from trail construction and public use.
 - c. Owner may use any area within the Conservation Easement containing short prairie grass and identified on Exhibit B hereto as Gathering Area for occasional community gatherings. Temporary structures such as tents and pergolas, but not permanent structures, may be erected.
 - d. Owner may permit hunting within the Conservation Easement.

- d. The separation of recreational use from any drainfield edge will conform to applicable City requirements.
- 3.12. Fences. No fence may be located or constructed within the Easement except as agreed to by both parties.
- 3.13. Structures and Improvements. No temporary or permanent building, structure, sign or other improvement of any kind may be placed or constructed on the Easement, with the following exceptions: (i) signage to mark the boundaries of the Conservation Easement and to mark wetland buffer boundaries, (ii) monument signage for the Residential Community, near the Homestead Trail entrance on the west and the Deer Hill Road entrance on the east, (iii) as noted in Paragraph 3.11(b), or (iv) as agreed to by the parties.
- 3.14. Vegetation Management. Vegetation may be altered in accordance with the Conservation Plan or if such alteration is conducted in order to maintain, restore or enhance habitat for wildlife and native biological communities; prevent or control noxious weeds, invasive vegetation, or disease; improve the water quality of the Tamarack swamp (which is generally within Outlot B); or improve the water quality of other surface water bodies or groundwater in the Painter Creek Subwatershed. The District must approve an alteration that would deviate materially from the Conservation Plan. The foregoing notwithstanding, emergency action may be taken as necessary to prevent or abate fire or any other condition causing or threatening injury or substantial property damage. Additionally, and notwithstanding Subsection 3.15, the Owner may move and or remove the nursery trees on the site located within Outlots E and I, and may remove or trim trees on the steep slope area located within Outlot K that obstruct viewsheds of adjacent residential lots. Areas disturbed by tree removal shall be restored with an appropriate seed mix compatible with adjacent areas. Measures will be utilized during removal and restoration to protect against slope instability.
- 3.15. Topography and Surface Alteration. No alteration or change in the topography or surface of the Easement is allowed after the restoration as identified within the Conservation Plan is completed, unless approved by the District. This includes no ditching, draining, diking, filling, excavation, dredging, mining, drilling or removal of soil, sand, gravel, rock, minerals, or other materials.
- 3.16. Vehicles. No motorized vehicle may be operated within the Easement except (i) as required to perform maintenance and management as identified within the Conservation Plan; or (ii) within the Public Trail

easements as required by the City for maintenance and management of the trail or for public safety.

3.17. Chemicals. Except as authorized by Subsection 3.14, above, within the Easement there shall be no use of pesticides or biocides, except that the Owner may control mosquitoes in accordance with best selective control practices.

4. **RESERVED RIGHTS**. The Owner retains all rights associated with ownership and use of the Protected Property except as expressly restricted or prohibited by this Easement. Such rights include, but may not be limited to, all uses and activities necessary to implement and satisfy the obligations of the Conservation Plan.

5. **DISTRICT'S RIGHTS AND REMEDIES**. In order to accomplish the purposes of this Easement, the District has the following rights and remedies, which it will exercise consistent with the PUD and the Conservation Plan.

5.1. Right to Enter. The District, its agents and authorized representatives may enter the Protected Property at reasonable times and in a reasonable manner for the purpose of, and may engage in, the following activities:

a. To inspect the Protected Property, monitor compliance with the terms of this Conservation Easement, and enforce the terms of this Conservation Easement as set forth herein. The District shall not unreasonably interfere with the legal and appropriate use and quiet enjoyment of the Protected Property by the Owner, the owners and occupants of the Residential Community, HOA, or any successor homeowners association, and any permitted invitees of those persons, collectively ("Permitted Users") so long as such use is in a manner consistent with the approved Conservation Plan and this Conservation Easement. To further the purposes as set out in this Section, Owner hereby grants to the District a perpetual non-exclusive easement for the purpose of access to the Protected Property by reasonable means, on, over, and across all trails, public and private roads, rights of way and platted drainage and utility easements within the Residential Community. The foregoing notwithstanding, the easement granted in this Section 5.1.a. shall not encumber or be located on any individual residential lot included in the Residential Community.

b. To survey or otherwise mark the boundaries of all or part of the Conservation Easement. Any survey or boundary demarcation completed under this provision will be at the District's expense.

- c. To make scientific and education observations and studies and take samples within the Protected Property, in such a manner as will not disturb the quiet enjoyment of the Protected Property.
- d. Management of the Easement to advance applicable laws and regulations to protect or enhance the conservation purpose as stated at Section 1, above. Management may consist of, but not be limited to, planting, removing and maintaining native vegetation; modifying hydrology or soils; altering and stabilizing land; installing improvements for water quality and flood management purposes; erecting fencing or other measures to protect against intentional or unintentional impact; and installing and maintaining educational or informational signage. District actions under this paragraph are subject to Owner approval.

5.2 No Grant of Public Right. Nothing in this Section 5 shall be construed as: (i) a public dedication; or (ii) a grant of right to persons other than the District and Permitted Users to enter or use the Easement as provided in this Conservation Easement. Nothing in this Easement constitutes a general right of public entry onto or across the Easement. Notwithstanding, the City may allow for public entry in accordance with paragraph 3.11(b), above.

5.3. Right of Enforcement. If the District finds at any time that the Owner has breached the terms of this Conservation Easement, the District, itself or in conjunction with the City, will notify the Owner of the alleged breach and direct the Owner to take action to cure the default. If such action is not taken, the District may give written notice detailing the breach to the Owner and demand action to cure the breach including, without limitation, restoration of the Protected Property as required in this Conservation Easement. If the Owner does not cure the breach within thirty (30) days from receipt of such notice, or such longer time as may be reasonably required (provided that the Owner's efforts to cure the breach are commenced within said thirty (30) day period and are diligently pursued toward completion), the District may commence an action to obtain one or more available remedies including but not limited to: (i) enforcing the terms of this Conservation Easement, (ii) enjoining the breach, or (iii) requiring restoration of the Protected Property to its condition prior to the Owner's breach. Specific performance is an available remedy without demonstration that it is the only adequate remedy. The notice and opportunity to cure is not required in the event that immediate action is reasonably necessary to prevent or mitigate significant and immediate damage to the Conservation Easement. Notwithstanding anything to the contrary, Owner is not liable for damages to the District for acts of trespassers.

- a. Enforcement Costs. Owner is responsible for reasonable costs that the District incurs, exclusive of periodic monitoring costs, to investigate potential Easement violations and for compliance activity. This includes reasonable costs of technical and legal assistance. Owner will not contest the authority of the City to assess the District's reasonable and verifiable enforcement costs in the same manner as assessable City costs.
- b. Attorneys Fees. Notwithstanding paragraph 5.3(a), the prevailing party in a judicial action under this Easement shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred by the prevailing party incurred after filing of the action. The parties waive their right to a jury trial on the issues of which is the prevailing party and the reasonable amount of attorneys' fees and costs to be awarded to the prevailing party. Those issues will be decided by the trial judge upon motion by one or both parties, such motion to be decided based on the record as of the end of trial augmented only by testimony and/or affidavits from the attorneys and their staff. The parties agree that, subject to the trial judge's discretion, the intent of this clause is to have all issues related to the award of attorneys' fees and costs decided by the trial judge as quickly as practicable.
- c. Discretionary Enforcement. The District does not, by any delay or prior failure of the District to discover a violation or initiate enforcement proceedings, waive or forfeit any enforcement right.
- d. Acts Beyond Owner's Control. The District will have no claim against the fee owner for any change to the Protected Property: (i) not caused in whole or part by an action of the Owner or a party acting under the Owner's authority, or (ii) to the extent caused by an action of the Owner, or of a party acting under the Owner's authority, taken reasonably and in good faith under emergency conditions to prevent or mitigate substantial damage from such conditions.
- e. Property Report. In any enforcement matter, the Property Report referenced at Recital F, above, may be used as evidence as to the baseline condition of the Reserve Area, as may any other evidence meeting applicable standards for consideration.

6. **PUBLIC ACCESS.** Nothing in this Easement constitutes Owner's grant of general public access to the Easement. The terms of use of any general public trail under subsection 3.11 will be memorialized with a trail easement.

7. **GENERAL PROVISIONS.**

- 7.1. Assignment. This Easement, and any rights or responsibilities hereunder, may be assigned or transferred by the District to, or shared by the District with, a conservation organization that is a qualified organization under Section 170(h) of the Internal Revenue Code and related regulations and that is authorized to hold conservation easements under Minnesota law. Any future holder of this Easement shall have all of the rights conveyed to the District by this Easement. As a condition of any assignment or transfer, the District shall require any future holder of this Easement to continue to carry out the conservation purposes of this Easement in perpetuity.

The District agrees not to transfer or assign the easement during the establishment period as identified within the Conservation Plan, or until the HOA assumes responsibility for the Easement areas, whichever occurs first. Further, the District agrees that the HOA and the City shall have the right to review the assignee and, within a reasonable time, find its own qualified organization if the HOA or City does not approve of the District's proposed assignee.

The Owner has the right to convey title to the Protected Property to the HOA, at times following the satisfaction of the duties and obligations of the Owner as identified in the Conservation Plan, or as may be mandated by the HOA's Bylaws and Covenants. At such time, the HOA will assume the duties of the Owner for purposes of this Conservation Easement and the Owner will be released from all duties, obligations and liabilities under this Conservation Easement. Such conveyance will include:

- a. Any conveyance or encumbrance of the Protected Property is subject to this Easement.
- b. The Owner will reference or insert the terms of this Easement in any deed or other document by which the Owner conveys title to all or a portion of the Protected Property.
- c. The Owner will reference or insert the terms of this Easement within the HOA documents and Bylaws.
- d. The Owner will notify the District of any conveyance within fifteen (15) days after closing and will provide the District with the name and address of the new owner and a copy of the deed transferring title.
- e. The enforceability of validity of this Easement will not be impaired or limited by any failure of the Owner to comply with this subsection.

- 7.2. Amendment. Under appropriate circumstances, this Easement may be modified or amended. However, no amendment or modification will be allowed if, in the reasonable judgment of the District, it: (i) does not further the purposes of this Easement, (ii) affects the perpetual duration of the Easement, or (iii) affects the validity of the Easement under Minnesota law or under Section 170(h) of the Internal Revenue Code. Any amendment must comply with the City's code.

Any amendment or modification must be in writing, signed by Owner and District and must be recorded in the same manner as this Easement.

- 7.3. Extinguishment. This Easement may be extinguished only through judicial proceedings and only under the following circumstances:

- a. This Easement may be extinguished only (i) if unexpected change in the conditions of or surrounding the Protected Property makes the continued use of the Protected Property for the conservation purposes set out above impossible or impractical or (ii) pursuant to the proper exercise of the power of eminent domain.
- b. The Owner recognizes that uses of the Protected Property prohibited by this Easement may, in the future, become more economically viable than those uses permitted by the Easement.

Changes to the surrounding area or other circumstances may cause the public benefit provided by this Easement to change. Therefore, such changes are not considered unexpected changes and shall not be deemed to be circumstances justifying the extinguishment of this Easement as otherwise set forth above.

- 7.4. Real Estate Taxes. The Owner shall pay all real estate taxes and assessments levied against the Protected Property.

- 7.5. Ownership Costs and Liabilities. The Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property as described in the Conservation Plan, including the maintenance of such comprehensive general liability insurance coverage as the Owner deems adequate. The preceding sentence shall not apply to any improvements constructed by the District under subsection 5.1. The Owner agrees to hold harmless, defend and indemnify the District from any and all liabilities arising out of any waste or contaminant on the Protected Property as of the date of this Easement, which terms are to be understood in their broad common meaning and not as defined by any specific statute, as well as any and all liabilities, including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the District may suffer or incur, to

the extent they result from the activities of Owner on the Protected Property. The District agrees to hold harmless, defend and indemnify the Owner from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the Owner may suffer or incur, to the extent they result from work or improvements of the District on the Protected Property. Each party shall keep the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by that party. Nothing in this paragraph or this Easement creates any right in any third party or diminishes any immunity, defense or liability limitation of the Owner or District as against any third party.

By assuming its rights and responsibilities under this Easement, the District is not assuming the role of owner or operator, or otherwise of a potentially responsible party, under any law with respect to any preexisting environmental condition on the Protected Property. Owner holds harmless and agrees to defend and indemnify the District from and against any and all liability, loss, claim, damage or expense (including reasonable attorney fees, costs and disbursements) that the District may incur to the extent it results from a pre-existing environmental condition on the Protected Property.

7.6. Notice and Approval. Any notice or request for approval required by this Easement must be written and is subject to the following:

a. Delivery. Any required notice or request for approval must be delivered or sent by first class mail or other nationally recognized delivery service to the appropriate party at the following addresses (or other address specified in writing):

To the Owner:

Stonegate Farm, Inc.
(PRDC?)
6851 Flying Cloud Drive, Suite A
Eden Prairie, MN 55344

To the District:

Minnehaha Creek Watershed
District
15320 Minnetonka Boulevard
Minnetonka, MN 55345

b. Timing. Unless otherwise specified in this Easement, any required notice or request for approval must be delivered at least 30 days prior to the date proposed for initiating the activity in question.

c. Content. The notice or request for approval must include sufficient information to allow the approving party to make an informed decision on whether any proposed activity is consistent with the terms and purposes of this Easement.

d. Approval. The approving party may consent to any activity under this Easement only if it reasonably determines that the activity (1) will not violate the conservation purpose of this Conservation Easement as stated at Section 1, and (2) will either enhance or not impair any significant water resource or associated ecological element associated with the Protected Property, including the following: restoring and protecting the water quality, habitat value and ecological integrity of surface waters and wetlands, as well as associated riparian land, floodplain and supporting groundwater. The approving party may condition its approval on the requesting party's acceptance of modifications that, in the approving party's reasonable judgment, would allow the proposed activity to meet these criteria. Unless provision is made for a specific time period, each response to a request for approval or consent required to be considered pursuant to this Conservation Easement shall be given by the party to whom directed within thirty (30) days after receipt thereof. Any disapproval shall be in writing and, subject to this Section 7.6.d, the reasons therefor shall be clearly stated. Failure to reply within the required time period, however, will not be deemed to be an approval. The foregoing notwithstanding, the provisions of this Section 7.6 do not apply in any manner to any request that requires an amendment to this Conservation Easement, as such requests shall be governed by Section 7.2 of this Conservation Easement. With respect to all requests for approval under this Easement, the requesting party will not unreasonably withhold, delay or condition approval.

7.7. Binding Effect. This Easement will run with and burden the Protected Property in perpetuity. The terms of this Easement are binding and enforceable against the Owner, its lessees, agents, personal representatives, successors and assigns, and all other parties entitled to possess or use the Protected Property.

This Easement creates a property right immediately vested in the District and its successors and assigns that cannot be terminated or extinguished except as set out herein.

7.8. Merger. The Owner and District agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Protected Property.

7.9. Definitions. Unless the context requires otherwise, the term "Owner" means Stonegate Farm, Inc. and its representatives, successors and assigns in title to the Protected Property. The term "District" means the Minnehaha Creek Watershed District and its successors, assigns and partners to any interest it holds in this Easement.

- 7.10. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon the transfer or termination of that party's interest in this Easement or the Protected Property, provided, however, that any liability for acts or omissions occurring prior to the transfer or termination will survive that transfer or termination.
- 7.11. Recording. The District will record or register this Easement in a timely manner in the official records for Hennepin County. Following reasonable written notice to the Owner, the District may re-record or re-register this Easement or any other document reasonably necessary to protect its rights under this Easement or to assure the perpetual enforceability of this Easement. The Owner will cooperate as necessary to accomplish and effect acts of recordation.
- 7.12. Controlling Law and Construction. This Easement shall be governed by the laws of the State of Minnesota and construed to resolve any ambiguities or questions of validity of specific provisions in favor of giving maximum effect to its conservation purposes and to the policies and purposes of Minnesota Statutes Chapter 84C.
- 7.13. Permits and Applicable Laws. The Owner and the District acknowledge that the exercise of any reserved right herein or other use of the Protected Property is not by this Easement relieved from complying with or obtaining any permit from any applicable governmental authority, including the District, prior to the exercise thereof.
- 7.14. Severability. A determination that any provision or specific application of this Easement is invalid shall not affect the validity of the remaining provisions or any future application.
- 7.15. Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.
- 7.16. Additional Documents. The District and Owners agree to execute or provide any additional documents reasonably needed by the parties to carry out in perpetuity the provisions and intent of this Easement, including, but not limited to any documents reasonably needed to correct any legal description or title matter or to comply with any federal, state, or local law, rule or regulation.
- 7.17. Entire Agreement. This document states the entire agreement of the parties with respect to this Easement and supersedes all prior discussions or understandings.

7.18. Estoppel Certificate. Owner and District agree upon written request by the other party agree to issue, within thirty (30) days after receipt of such request to such party, or its prospective mortgagee or successors or assigns, an estoppel certificate stating to the best of the issuer's knowledge as of such date:

- a. Whether it knows of any default under this Easement by the requesting party, and if there are known defaults, specifying the nature thereof in reasonable detail.
- b. Whether this Easement has been assigned, modified or amended in any way by it and if so, stating the nature thereof in reasonable detail.
- c. Whether this Easement is in full force and effect.

7.19. Excusable Delays. Whenever performance is required by a party hereunder, such party shall use all due diligence to perform; provided, however, if completion of performance is delayed at any time by reason of acts of God, war, civil commotion, terrorism, riots, strikes, picketing, labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such party, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused.

7.20. Counterparts. This Easement may be executed in any number of counterparts, each of which when executed shall be deemed an original with all such counterparts taken together shall constitute one and the same instrument.

THIS INSTRUMENT WAS DRAFTED BY:

IN WITNESS WHEREOF, on the basis of mutual valuable consideration, and intending to be legally bound, the Owner and the District voluntarily execute this Conservation Easement on the _____ day of _____, 2016.

STONEGATE FARM, INC. (“OWNER”)

By: _____
Michael J. Seeland, President

Or PRDC?

By: _____
Susan H. Seeland, President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Michael J. Seeland, President as respectively of Stonegate Farm, Inc.

Notary Public

ACCEPTANCE

The Minnehaha Creek Watershed District hereby accepts the foregoing Conservation Easement this ____ day of _____, 2016.

MINNEHAHA CREEK WATERSHED DISTRICT

By: _____

Title: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

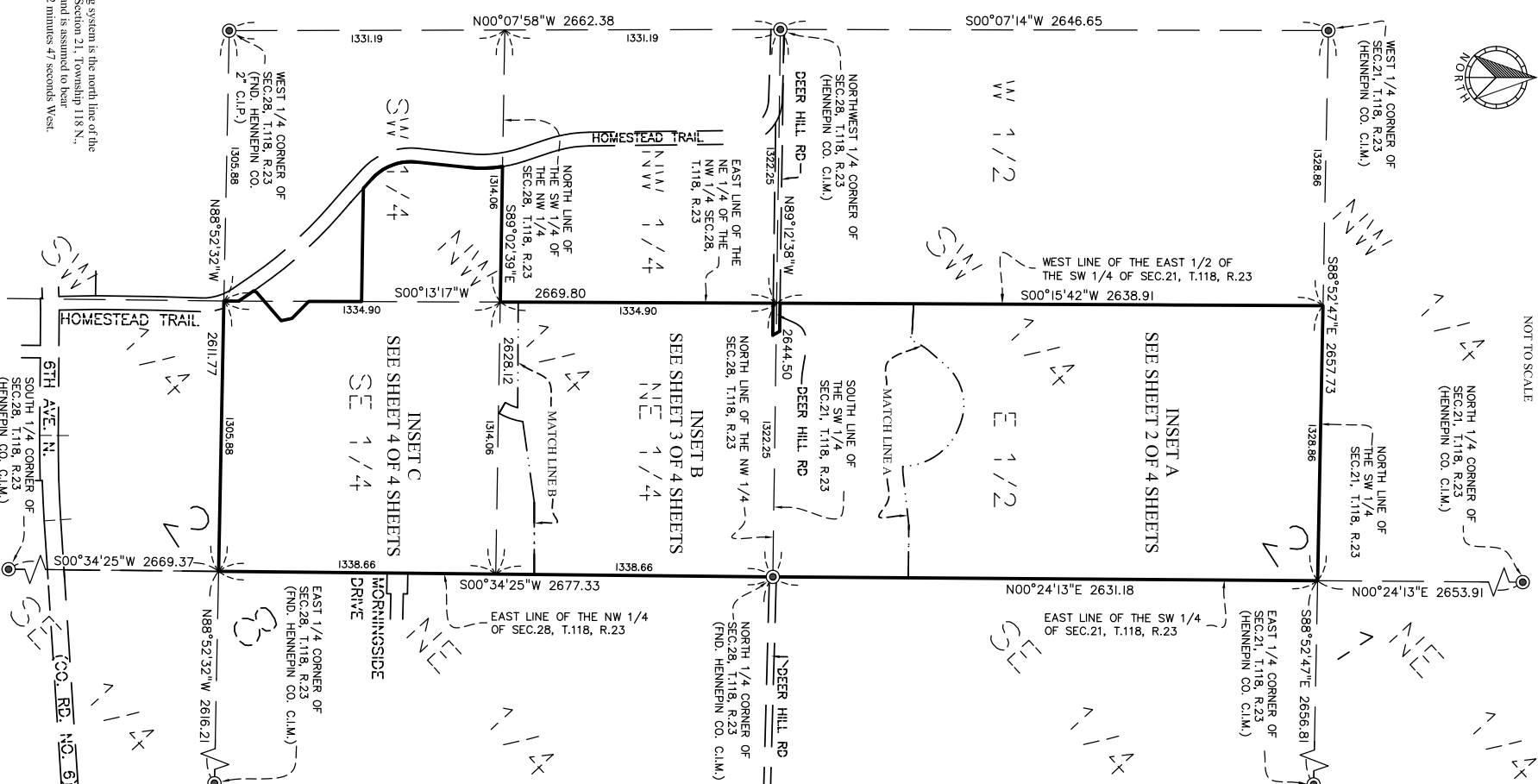
The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of the Minnehaha Creek Watershed District.

Notary Public
My Commission Expires:

DEERHILL PRESERVE

R.T. DOC. NO. _____
C.R. DOC. NO. _____

SECTION BREAKDOWN
SECTION 21 AND 28, TOWNSHIP 118, RANGE 23
NOT TO SCALE



STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 2016, by David B. Pemberton.

Notary Public, Hennepin County, Minnesota
Notary Printed Name _____

My Commission Expires: _____

MEDINA, MINNESOTA

This plat of DEERHILL PRESERVE was approved and accepted by the City Council of Medina, Minnesota at a regular meeting held this _____ day of _____, 2016. If applicable, the written comments and recommendations of the Commission of Transportation and the County Highway Engineer have been received by the City or the presented 30 day period has elapsed without receipt of comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subdivision 2.

By: _____ Mayor

By: _____ City Administrator - Clerk

RESIDENT AND REAL ESTATE SERVICES,
HENNEPIN COUNTY, MINNESOTA

I hereby certify that taxes payable in _____ and prior years have been paid for land described on this plat. Dated this _____ day of _____, 2016.

Mark V. Chapin, Hennepin County Auditor

By: _____ Deputy

SURVEY DIVISION,
HENNEPIN COUNTY, MINNESOTA

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this _____ day of _____, 2016.

Chris F. Mavis, Hennepin County Surveyor

By: _____

REGISTRAR OF TITLES,
HENNEPIN COUNTY, MINNESOTA

I hereby certify that the within plat of DEERHILL PRESERVE was filed in this office this _____ day of _____, 2016, at _____ o'clock _____ M.

Martin McCormick, Registrar of Titles

By: _____ Deputy

COUNTY RECORDER,
HENNEPIN COUNTY, MINNESOTA

I hereby certify that the within plat of DEERHILL PRESERVE was recorded in this office this _____ day of _____, 2016, at _____ o'clock _____ M.

Martin McCormick, County Recorder

By: _____ Deputy

I, David B. Pemberton do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been or will be correctly set within one year; that all water boundaries and wet lands, as defined by Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2016.

David B. Pemberton, Licensed Land Surveyor
Minnesota License No. 40294



SATHRE-BERQUIST, INC.

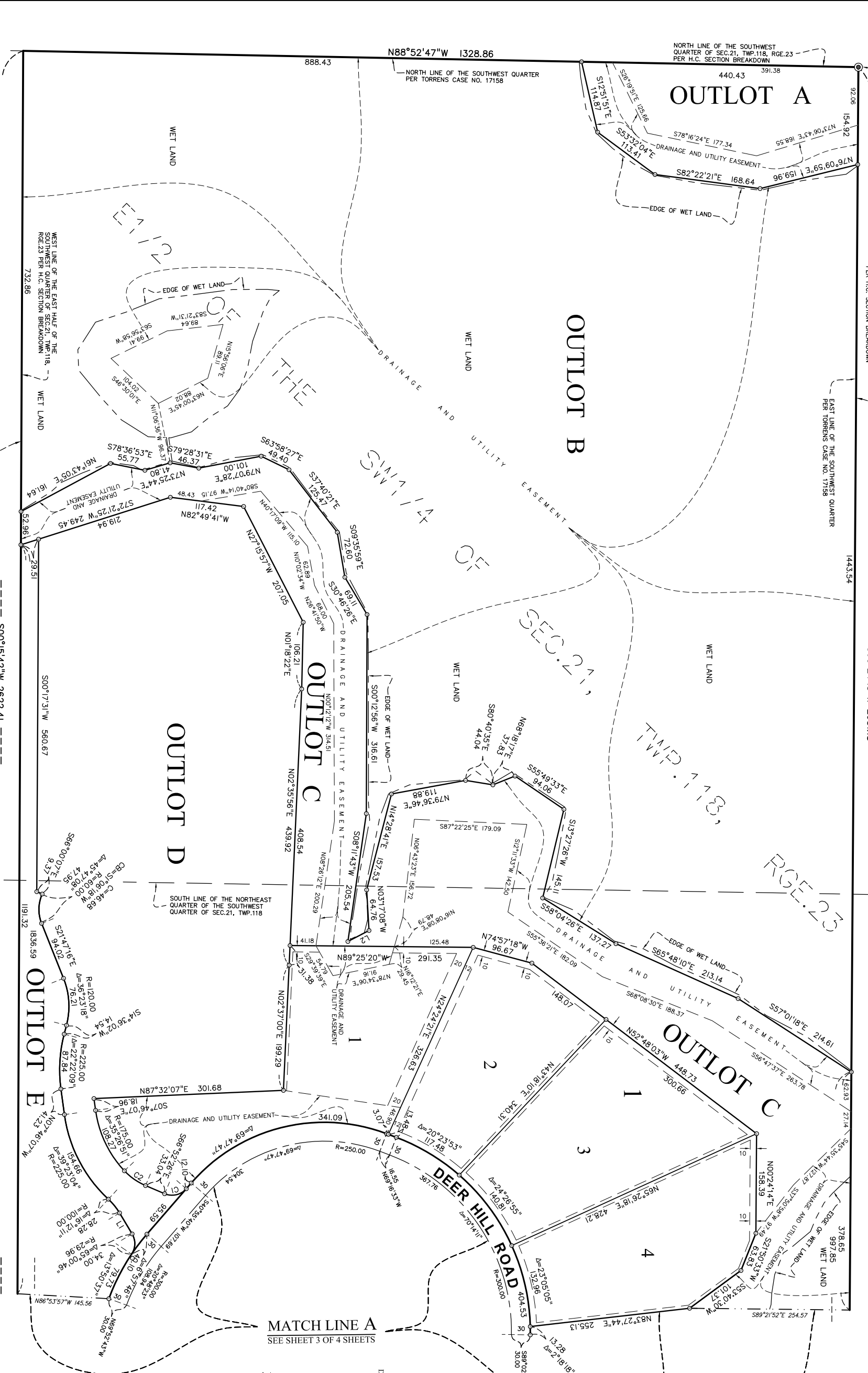
The basis for the bearing system is the north line of the Southwest Quarter of Section 21, Township 118 N., Range 23 W., and is assumed to bear North 88 degrees 52 minutes 47 seconds West.

DEERHILL PRESERVE

S00°24'13"W 2631.18

R.T. DOC. NO. _____
C.R. DOC. NO. _____

INSET A

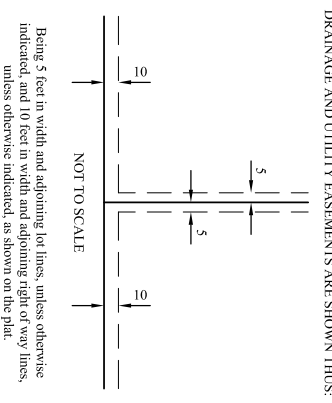


S00°15'42"W 2622.41

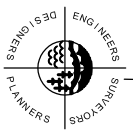
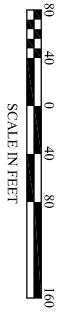
CURVE AND LINE TABLE

TAG #	LENGTH	DELTA	RADIUS	BEARING/ CHORD BEARING	CHORD DISTANCE
C1	37.80	Δ=72°11'53"	30.00	N77°01'37"E	35.35
C2	41.29	Δ=23°39'29"	100.00	S55°02'42"E	41.00
L1	38.90			S30°57'00"E	
L2	37.83			N62°31'22"E	

MATCH LINE A
SEE SHEET 3 OF 4 SHEETS

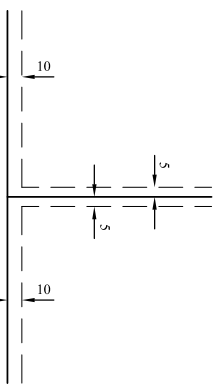


The basis for the bearing system is the north line of the Southwest Quarter of Section 21, Township 118 N., Range 23 W., and is assumed to bear North 89 degrees 52 minutes 47 seconds West.



SATHRE-BERGQUIST, INC.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 3 feet in width and adjoining lot lines, unless otherwise indicated, and 10 feet in width and adjoining right of way lines, unless otherwise indicated, as shown on the plan.

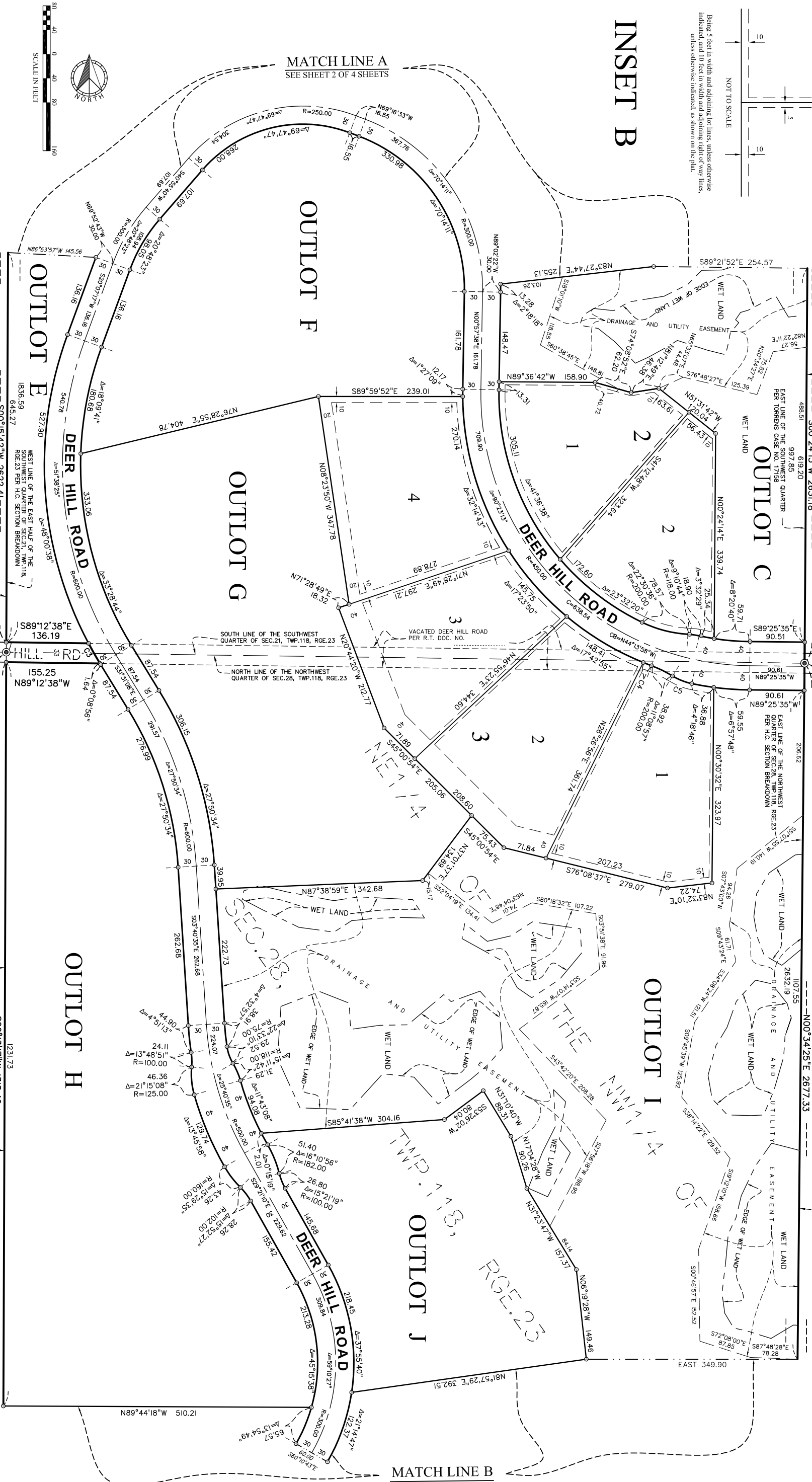
INSET B

EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 21, TWP. 118, R. 23 PER H.C. SECTION BREAKDOWN

DEERHILL PRESERVE

DEER HILL RD. NORTH 1/4 CORNER OF SEC. 28, TWP. 118, R. 23 (HENNING CO. CLM.)

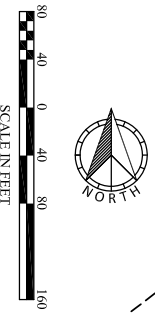
EAST LINE OF THE NORTHWEST QUARTER PER TORRENS CASE NO. 17158



MATCH LINE A
SEE SHEET 2 OF 4 SHEETS

MATCH LINE B
SEE SHEET 4 OF 4 SHEETS

CURVE AND LINE TABLE			
TAG #	LENGTH	DELTA	RADIUS
C3	38.27	$\Delta=3^{\circ}28'51''$	630.00
C4	14.63	$\Delta=1^{\circ}44'48''$	480.00
C5	34.39	$\Delta=1^{\circ}42'11''$	100.00



WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER PER TORRENS CASE NO. 17158

WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TWP. 118, R. 23 PER H.C. SECTION BREAKDOWN

WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TWP. 118, R. 23 PER H.C. SECTION BREAKDOWN

The basis for the bearing system is the north line of the Southwest Quarter of Section 21, Township 118 N., Range 23 E., and its extension to the North 88 degrees 53 minutes 47 seconds West. See sheet 2 of 4 sheets

Denotes a 1/2 inch by 1/4 inch iron pipe set in the ground and marked by License No. 40344

Denotes a Found Cast-iron Monument



SATHRE-BERGQUIST, INC.

R.T. DOC. NO. _____
C.R. DOC. NO. _____

DEERHILL PRESERVE

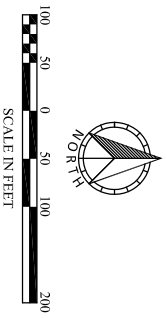
INSET C

MATCHLINE B
SEE SHEET 3 OF 4 SHEETS

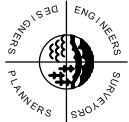
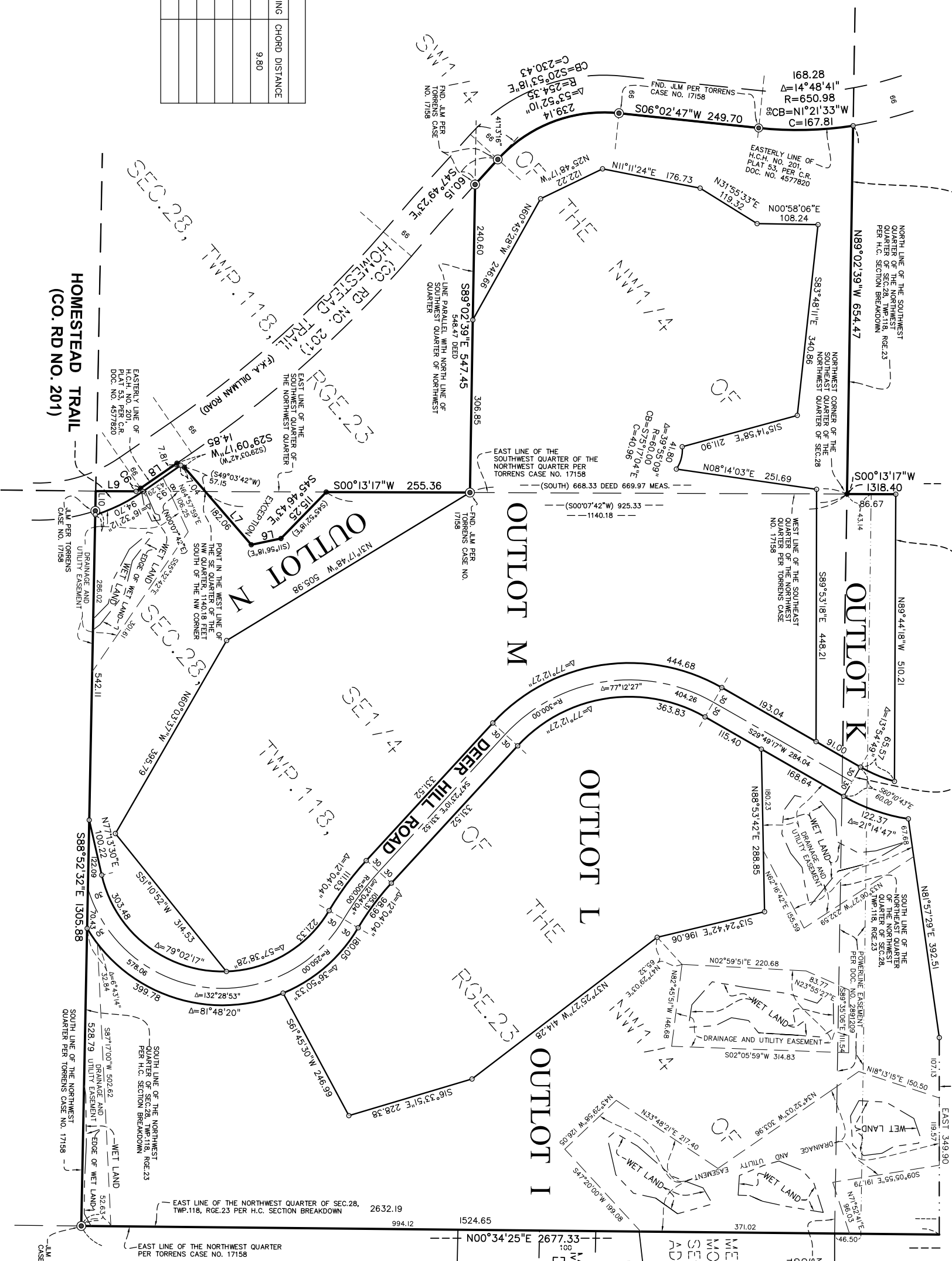
R.T. DOC. NO. _____
C.R. DOC. NO. _____

The basis for the bearing system is the north line of the Southwest Quarter of Section 21, Township 118 N., Range 23 W., and is assumed to bear North 88 degrees 53 minutes 47 seconds West. See sheet 2 of 4 sheets

- Denotes a 1/2 inch by 1/4 inch iron pipe set in the ground and marked by License No. 40344
- Denotes a Found Iron Monument
- ⊙ Denotes a Found Cast-Iron Monument
- (xxx) Bearings shown thus are per deed



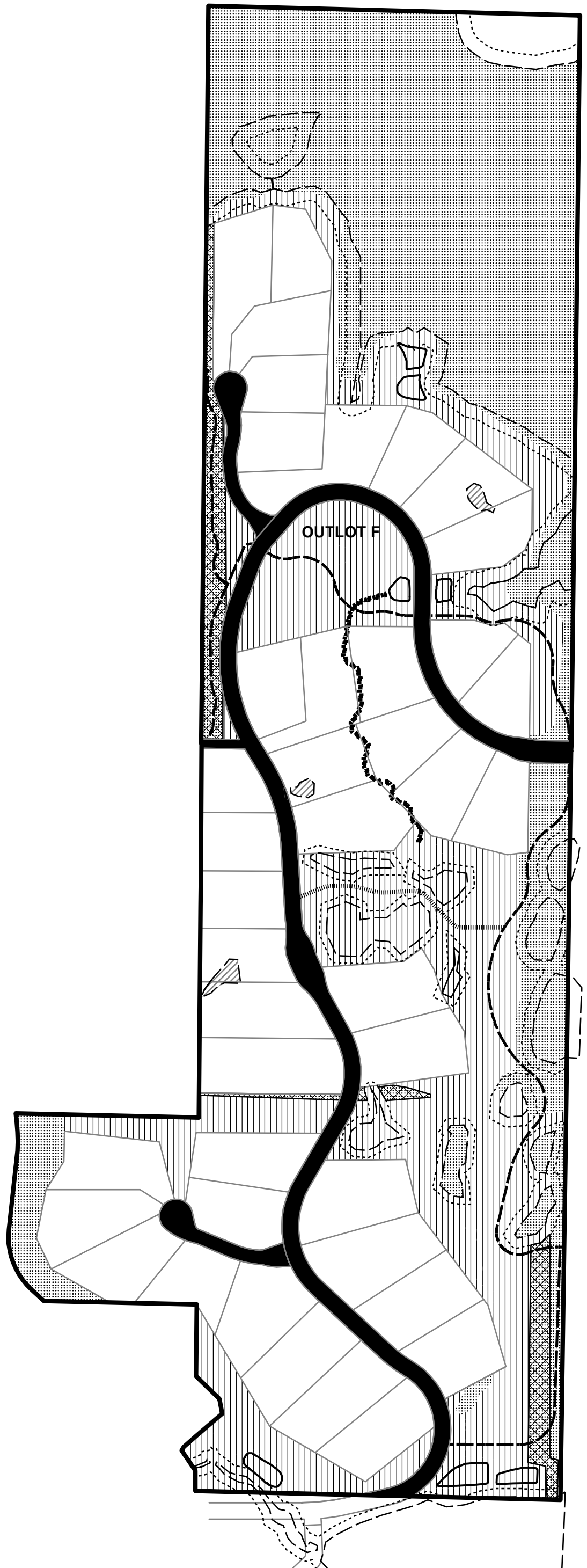
CURVE AND LINE TABLE					
TAG #	LENGTH	DELTA	RADIUS	BEARING / CHORD BEARING	CHORD DISTANCE
C6	9.80	Δ=1°44'55"	321.11	S33°43'09"E	9.80
L6	53.92			S11°50'43"E	
L7	182.06			S49°09'17"W	
L8	78.47			S34°35'36"E	
L9	71.63			S07°31'17"W	
L10	42.46			S88°52'32"E	



SATHRE-BERGOQUIST, INC.

Exhibit B. Site Plan

-  Site Boundary
-  Reserve
-  Restoration Area
-  Road and ROW
-  Impacted Wetland
-  CRP Nursery Plantings
-  Wetland Boundary
-  Stormwater Management Area
-  Wetland Buffer
-  Dry Creek Bed
-  Private Lot Line
-  Proposed Trail
-  Proposed Private Trail

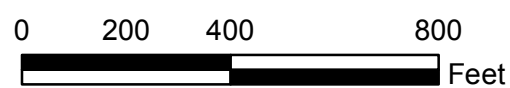


Data Sources:
- Sathre-Bergquist, Inc.

AES Job Number: 14-1069
Filename: Deerhill Preserve_ConsEas_2016-03-10
Date: 03/10/2016



21938 Mushtown Road
Prior Lake, MN 55372
952-447-1919
www.appliedeco.com



DRAFT

FINAL LAND STEWARDSHIP PLAN

DEERHILL PRESERVE FINAL PLAT

Medina, Minnesota

Revised March 11, 2016

February 8, 2016

Prepared for: Property Resources Development Corporation
6851 Flying Cloud Drive, Suite A
Eden Prairie, Minnesota 55344

Prepared by: Applied Ecological Services, Inc.
21938 Mushtown Road
Prior Lake, Minnesota 55372
(952) 447-1919



TABLE OF CONTENTS

INTRODUCTION.....	1-3
Conservation Design.....	1-2
Land Stewardship Plan.....	2-3
EXISTING CONDITIONS.....	3-8
Compilation of Existing Data.....	3-4
Field Reconnaissance.....	4
Findings.....	4-6
CONSERVATION DESIGN OF DEERHILL PRESERVE.....	6-8
Development Layout.....	6-7
Grading & Ecological Stormwater Management.....	7-8
Cultural Amenities.....	8
OWNERSHIP, CONSERVATION OBJECTIVES & LAND PROTECTION.....	9-15
Deerhill Preserve Land Allocation.....	9
Development Area.....	9
Conservation Area.....	10-15
CONCLUSION.....	15
APPENDIX A: Minnesota State Historic Preservation Office Database Report	
APPENDIX B: Conservation Reserve Program (CRP) Native Seed Mix	

FINAL LAND STEWARDSHIP PLAN

DEERHILL PRESERVE FINAL PLAT Medina, Minnesota

INTRODUCTION

Property Resources Development Corporation (PRDC) proposes to develop a 170-acre farm (the “site”) owned by Stonegate Farm, Inc. in Medina, Hennepin County, Minnesota following the City’s Conservation Design District (CD) requirements. The Project includes 41 single family sites, and the neighborhood is proposed to be called Deerhill Preserve. The site holds unique and important conservation values based on its regional location and variety of wetland habitats. These values are recognized by PRDC, and its goal is to create an exceptional place for the development’s residents to live, for the local community to enjoy, and for plants and wildlife to thrive.

Conservation Design

The proposed development complies with the City of Medina’s Conservation Design Development requirements as described in detail in subsequent sections and per City Code Section 827.51. Conservation Design (CD) – Purpose.

The purpose of this district is to preserve the City’s ecological resources, wildlife corridors, scenic views, and rural character while allowing residential development consistent with the goals and objectives of the City’s Comprehensive Plan and Open Space Plan as updated from time to time. The specific conservation objectives of this district are to:

1. Protect the ecological function of native hardwood forests, lakes, streams, and wetlands.
2. Protect moderate to high quality ecologically significant natural areas.
3. Protect opportunities to make ecological connections between parks and other protected lands and ecologically significant natural areas.
4. Protect important viewsheds including scenic road segments.
5. Create public and private trails for citizens to access and enjoy Open Space resources.
6. Create public and private Open Space for citizens to access and enjoy Open Space resources.

Conservation design typically follows a process that begins with the identification of primary conservation areas (i.e., areas that generally should not be affected by development) and secondary conservation areas (i.e., areas that should be avoided or protected where feasible).

Primary conservation areas typically contain:

- larger blocks of core wildlife habitat
- ecologically significant natural areas, usually with native plant communities
- legally-protected natural areas, such as wetlands and conservation easements
- steep slopes (>18% per Medina City Code)
- land within the 100-year floodplain
- other rare natural features, including rare species

Secondary conservation areas often contain:

- former wetlands and intermittent drainageways, often with hydric soils, which present challenges for development
- steep slopes that may be prone to erosion
- semi-natural areas, which are damaged ecosystems or lack native vegetation, but support some wildlife
- ecological connections providing movement corridors for wildlife
- buffer zones to protect primary conservation areas and sensitive natural resources such as wetlands and aquatic ecosystems
- valued cultural/historical features
- scenic viewsheds.

Site development is focused in the remaining areas, with impingement on primary and secondary conservation areas first avoided, then minimized if impacts cannot be avoided, and lastly mitigated. Mitigation can take the form of regulated wetland mitigation, as well as ecological restoration, enhancement, and management of the site's Conservation Areas. Creating and managing diverse and healthy plant communities dominated by native species (including those associated with a naturalized stormwater treatment train) provides value to the development and can be enhanced further by incorporating trails and other amenities into the development to educate and engage residents.

Conservation developments should also be designed with minimal grading, naturalized stormwater management, and public and private access in mind. Preservation of existing drainage divides and use of existing drainage patterns will reduce grading costs and take advantage of the site's unique landforms. Where feasible, well-drained soils should be identified and incorporated into naturalized infiltration systems to help manage the development's stormwater runoff. Trails and interpretive opportunities, if applicable, will benefit both residents and the local community.

Land Stewardship Plan

Per City of Medina Code Section 827.65, a Land Stewardship Plan (LSP) is required for the Deerhill Preserve project. A LSP addresses the development, long-term use, maintenance, and insurance of all Conservation Areas associated with a proposed development. More specifically, this Final LSP:

- (a) Defines ownership and methods of land protection.
- (b) Establishes necessary regular and periodic operation and maintenance responsibilities.
- (c) Estimates staffing needs, insurance requirements, and other costs associated with plan implementation and defines the means for funding the same on an on-going basis. This

includes land management fees necessary to fund monitoring and management of the Conservation Easement by the easement holder. The fees have been found reasonable by the proposed easement holder.

(d) Addresses the requirements of the future conservation easement holder.

The following Final Land Stewardship Plan applies to the entire area contained within the conservation easement, unless otherwise stated. Since PRDC intends to develop the residential lots in Phases and/or Additions, with final plat of each Phase or Addition occurring as dictated by the market. It should be noted that construction activities may temporarily impact some of the Conservation Areas as development progresses through the site. The following summary generally describes how PRDC anticipates coordinating site development and restoration activities (somewhat) concurrently:

- In Spring and early Summer of 2016, PRDC anticipates constructing the main road (Deer Hill Road) to serve the residential lots. PRDC does not plan to aggressively begin restoration efforts in the conservation easement until the first lift of asphalt is completed.
- Staging areas along the main road will be constructed to accommodate construction traffic and other activities, and may temporarily impact Conservation Areas. Once a staging area is no longer needed, or because a phase has been fully developed, PRDC will remove the staging area and correct any damage in the Conservation Area to achieve the proposed baseline restoration condition.
- Construction of the private cul-de-sacs is not a part of the first phase of development, and therefore, when construction of these roadways commences there may be impact to adjacent Conservation Areas. Once construction is complete, and the phase has been fully developed, PRDC will correct any damage to the Conservation Area to achieve the proposed baseline restoration condition.
- Utilities, including secondary septic sites, may be constructed as part of the development of the residential lots. Any construction activities that damage a Conservation Area will be corrected to achieve the proposed baseline restoration condition once construction is completed.

PRDC will begin the appropriate restoration activities within the Restoration Areas during the first phase of development, as recommended by the contracted ecologist. Any other land disturbance, not identified above, occurring with the development of successive phases will be corrected to achieve the proposed baseline restoration condition.

The following sections address the required elements of the LSP.

EXISTING CONDITIONS

Compilation of Existing Data

The following existing data were compiled and reviewed to assess the natural, cultural, historic, and scenic character of the site and its surroundings:

- MnDNR Ecological Classification System
- MnDNR Minor Watershed boundaries

- Minnesota Pollution Control Agency (MPCA)-listed Impaired Waters
- Web Soil Survey (SSURGO Soil Survey data from USDA/NRCS)
- Original Vegetation of Minnesota (pre-European vegetation mapping by Marshner/MnDNR)
- MnDNR Rare Natural Features (from the Natural Heritage Information System, NHIS)
- MnDNR Native Plant Communities (NPC)
- MnDNR Sites of Biological Significance (SBS)
- Regionally Significant Ecological Areas (RSEA) – both original mapping and 2008 update
- MnDNR Regional Ecological Corridors – based on 2008 MLCCS data
- Metro Conservation Corridors
- 2030 Framework Regional Natural Resource Areas
- Hennepin County Open Space Corridors and Priority Natural Resources Corridors
- Minnehaha Creek Watershed District (MCWD) wetland mapping
- MCWD Key Conservation Area mapping
- Restoration Prioritization and Prediction Model (RePP)
- Public conservation lands (e.g., public parks, Scientific and Natural Area (SNA), Wildlife Management Area (WMA))
- Historical and current aerial photographs (oldest 1937; most current 2013)
- Minnesota Land Cover Classification System (MLCCS) mapping (based on discrete datasets from 2001, 2005, and 2008)
- Wetlands (including delineated site wetlands, Hennepin County Wetland Inventory, and MCWD Functional Assessment of Wetlands (FAW))
- City of Medina Open Space Plan (2007)
- Site parcel boundaries
- Topographic contours (2-ft LiDAR data) and digital elevation model (DEM)
- Minnesota Historical Society database report

Field Reconnaissance

On September 19, 2014, Kim Chapman (Principal Ecologist) and Douglas Mensing (Senior Ecologist) of AES conducted a field reconnaissance of the site. Accompanied by members of the development team, they walked the site and documented existing conditions (including landforms, slopes, plant species, wildlife observations, drainage patterns, erosion, etc.). In brief, the site was dominated by fallow agricultural fields, with a variety of wetlands generally consistent with the findings of others. Moderate slopes were observed in the southern portion of the site, and steep slopes were observed on the southwestern edge where the site borders Homestead Trail.

Findings

Ecological Context

According to Minnesota's Ecological Classification System, the site is located in Minnesota's Big Woods Subsection of the Minnesota & NE Iowa Morainal Section, of the Eastern Broadleaf Forest Province. The site is within the Painter Creek Minor Watershed, which drains into Lake Minnetonka (several bays of which are listed by the MPCA as "impaired"), then into the Minnehaha Creek and eventually the Mississippi River. Moderate slopes (<18%) exist in the southern portion

of the site. Site soils consist of a variety of upland and wetland (i.e., hydric) soils, ranging from well drained to very poorly drained. A large area of poorly drained soil is mapped just south of the site's center. On-site geotechnical investigations (including percolation tests) by others indicate that some of the USDA/NRCS soil mapping of the site may be inaccurate. Prior to European settlement, the majority of the site was dominated by Big Woods (e.g., oak, maple, basswood, hickory, elm). The northern portion of the site contained Tamarack Swamp, and low-lying drainageways likely contained wet prairie, wet meadow, and possibly marsh.

Regional Ecological Significance

Based on MnDNR Natural Heritage Information System (NHIS) records, the only rare natural feature recorded on the site is the Tamarack Swamp (a MnDNR-mapped Native Plant Community). This swamp is a sensitive wetland type, susceptible to degradation resulting from invasive species, stormwater runoff, and hydrologic alterations. Regarding other rare natural features, red-shouldered hawk (State-listed Species of Special Concern) was observed just east of the site as recently as 2007.

The site's Tamarack Swamp was identified by multiple sources as a regionally significant ecological feature, habitat, or corridor. Several of these ecological classifications (including several derived from MLCCS data, such as the City of Medina's Open Space Plan "Composite" map) encompass the majority of the site; we believe this is due to the former Conservation Reserve Program (CRP) planting that contained prairie grasses, which was then replaced by cropland after CRP contract expiration in 2007. Baker Park Reserve, managed by Three Rivers Park District, lies immediately southwest of the site. This 2,700 acre Regional Park is one of the largest parks and natural areas in Hennepin County.

Cultural/Historical/Scenic Significance

The Minnesota State Historic Preservation Office (SHPO) database search did not identify cultural/historical resources on the site. The only structure known to have existed on the site is a barn, which is still present on the southwest edge of the property. The majority of the site has been in agricultural production since at least 1937 (see Aerial Photography Review, below). The Minnesota SHPO database report acquired for the site (Appendix A) identified two records in the site vicinity:

1. House (3050 Highway 6) – located approximately 850 ft southwest of the site
2. Barn (2885 6th Ave. N.) – located approximately 950 ft south of the site

The site encompasses part of an elevated landform (a flat-topped ridge), which extends onto the site from the east, just south of its center. With slopes falling to the north, south, and west, this plateau provides spectacular scenic views of the Tamarack Swamp (north), wetlands and rural landscapes (south), and the wetlands and parkland of Baker Park Reserve (west). Views of the site from surrounding areas are generally limited due to topography, distance from nearby roads, and vegetative screening. The site is partly visible heading north from CR 6 and Homestead Trail. The proposed entrance road and the first few lots will be visible from this vantage point because the topography rises here.

Aerial Photograph Review

The earliest available aerial photograph of the site was from 1937. The photo shows the majority of the site in row crop agriculture (not including the Tamarack Swamp). A review of more recent aerial photos from the early 1990s through 2013 indicates that the majority of the site consisted of row crop agricultural fields through at least 1997. The Tamarack Swamp and several apparent lowlands

and drainageways were not cultivated. By 2000, the majority of the cropland appeared to consist of grassland, which is consistent with CRP contract records. Then by 2009, these areas appeared to again be in row crop production, which seems to have continued through the 2013 photo.

Agricultural Records

Conservation Reserve Program (CRP) records indicate that the approximately 107 acres south of the Tamarack Swamp consisted of a CRP grassland planting from October 1997 to September 30, 2007; these records are consistent with the term of the CRP contract and reviewed aerial imagery. According to property records, there was also an Ag Preserve Covenant on approximately 160 acres of the property; this covenant expired on September 15, 2008.

Land Cover & Wetlands

The Minnesota Land Cover Classification System (MLCCS) was developed in the late 1990s but was not released until approximately 2001. The City of Medina was one of the first areas mapped as part of the pilot program, with MLCCS field work conducted in 1999. This initial land cover mapping identified site features such as the Tamarack Swamp in the north, a sliver of Maple Basswood Forest and Lowland Hardwood Forest along the east property line, low-lying areas of non-native vegetation (likely reed canary grass swales and depressions), planted crops, and an area of planted mesic prairie. Since then, MLCCS mapping updates were conducted. The latest update, however, based on 2007 field work, is not representative of the site's current land cover.

In 2007, an approved wetland delineation of the entire site identified 15 wetlands totaling 41.5 acres. Most of this wetland area consisted of the Tamarack Swamp in the northern portion of the site. Several smaller wetlands were delineated at the eastern edge and in the central and southern portions of the site. In 2011, three wetlands (totaling approximately 30.85 acres) were identified and delineated on the northern 80 acres of the site; this northern delineation was approved in the Spring of 2012. A wetland delineation of the southern 90 acres of the site was approved on November 9, 2015, which identified 11 wetlands (totaling approximately 5.1 acres).

CONSERVATION DESIGN OF DEERHILL PRESERVE

Development Layout

The conservation design approach described in the Introduction was applied to the Deerhill Preserve site. The development team (including planner, landscape architect, engineer, and ecologist) worked together to identify and respond to the site's unique attributes and sensitive natural features. AES identified primary and secondary conservation areas, appropriate ecological buffers, and ecological corridors/connections. These conservation areas were avoided to the extent feasible when siting the development's roads and residential lots, and they have been thoughtfully integrated into the development's design, establishing a connected network of predominantly native landscapes.

The Deerhill Preserve site design also followed the Better Site Design/Low Impact Development (LID) practices of the Minnesota Stormwater Manual from the Minnesota Pollution Control Agency (MPCA). The Deerhill Preserve conservation development design incorporated all of the MPCA's "better site design techniques" listed below, except where noted:

- Preserve natural areas
- Natural area conservation
- Site reforestation
- Stream and shoreline buffers (the site lacks streams and lakes, but the design incorporates ecological buffers around all wetlands)
- Open space design
- Disconnect and distribute runoff
- Soil compost amendments (these may be incorporated into final design of stormwater management elements)
- Disconnect surface impervious cover
- Rooftop disconnection
- Grass channels
- Stormwater landscaping
- Narrower streets (private roads)
- Reduce impervious cover in site design
- Narrower sidewalks (no sidewalks are proposed; all trails will be natural surface)
- Smaller cul-de-sacs

The proposed conservation development plan will remove no native forest and will preserve and buffer the existing Maple-Basswood Forest at the east edge of the site. Virtually no development is proposed along the entire east edge of the site, which creates and enhances a potential ecological corridor between the Tamarack Swamp in the north and the wetland complex to the south. The on-site portion of this corridor will have a minimum width of 150 feet and average over 350 feet wide along the developed portion of the site. Although some home sites are present nearby off site to the east, the functional corridor is wider still.

Three small wetlands and a portion of a fourth wetland will be impacted by the proposed development; these total approximately 24,829 square feet, or 0.57 acres (0.17 acres of impacted wetlands are located in the City of Orono, but will be mitigated for on the Medina site). Today, however, these wetlands are primarily cropland—tilled, temporarily flooded depressions providing limited functions and values. Impacted wetlands will be mitigated on site through the restoration and enhancement of at least 1.14 additional acres of high quality wetlands integrated into the site’s mosaic of restored/enhanced plant communities. In addition to wetland mitigation requirements, another 1.86 acres of wetlands will be integrated into the development plan. This exceeds the minimum replacement standards for proposed wetland impacts.

Grading and Ecological Stormwater Management

Site grading and disturbance has been minimized to the extent feasible, retaining natural drainage patterns. AES worked with the design team to capitalize on opportunities for ecological stormwater management in order to minimize runoff and ensure that any water reaching wetlands or leaving the site is of high quality. Impervious surfaces have been minimized by limiting the development’s private road widths to 22 feet, reducing the diameter of cul-de-sacs, eliminating sidewalks, and using only natural-surface trails. Private lots will be required to route rooftop, driveway, and parking area runoff to designated stormwater management features or to areas of permanent vegetation. Ecological stormwater management elements incorporated into Deerhill Preserve’s conservation design include:

- restored landscapes dominated by native vegetation, which will infiltrate runoff ;
- treatment wetlands (including infiltration basins and ponds), which remove pollutants and store flood pulses;
- other infiltration areas (e.g., prairies/meadows), which reduce runoff volume and recharge shallow groundwater, which provides baseflow to downhill water bodies and wetlands;
- a dry creek bed, which provides additional pollution removal and aerates the water; and
- vegetated swales, which filter pollutants out of runoff and also infiltrate to shallow groundwater.

Cultural Amenities & Access

Trails were designed to provide public and private access to and through the site's Restoration and Reserve Areas. However, extensive trails were excluded from the Tamarack Swamp and other sensitive natural areas that provide refuge for sensitive wildlife.

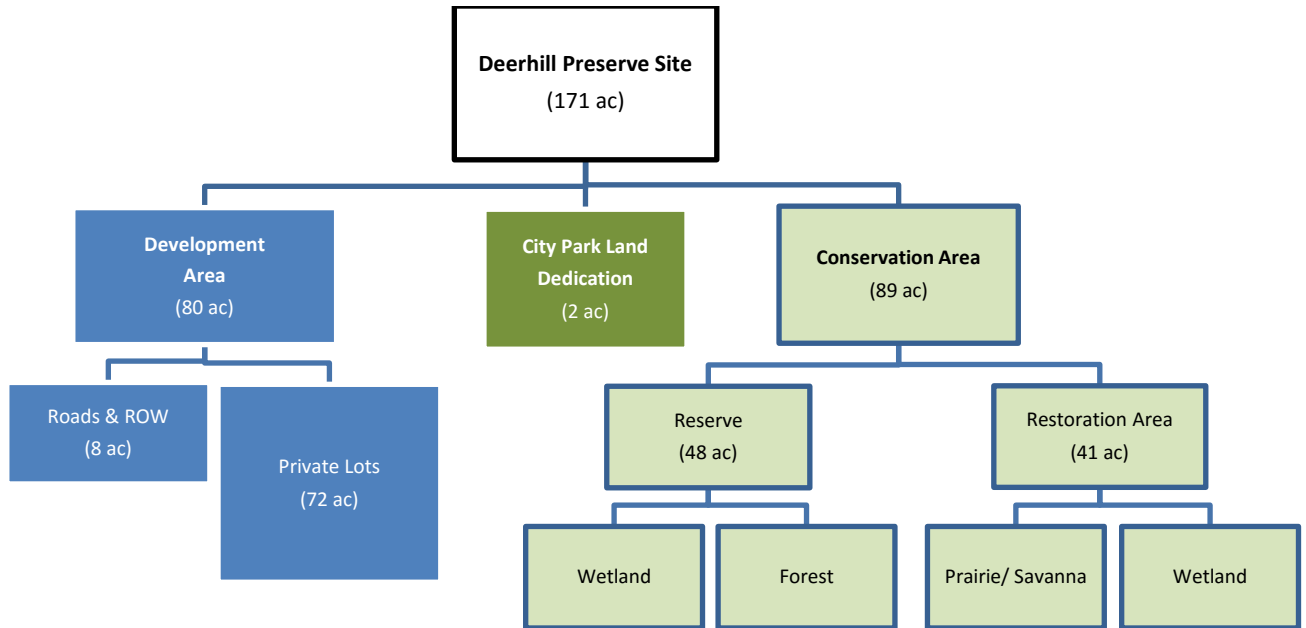
The site has very little frontage on adjacent scenic roadways, and is not highly visible from adjacent properties, with some limited exceptions. The site does contain significant topographic changes, given the plateau at the center of the site. The plateau slopes downward to the north, south, and west from this high point. Although a slight topographic high bisects the site approximately at the Deer Hill Road right-of-way, the setback of over 850 feet from adjacent roadways and properties will make structures here at most only intermittently visible from the surroundings. Additionally, this area is well buffered by vegetation and other residential home sites on Homestead Trail. Traveling north on Homestead Trail from CR-6, some homes on the site will be visible, but the proposed landscaping will soften the viewshed from the west.

OWNERSHIP, CONSERVATION OBJECTIVES & LAND PROTECTION

Deerhill Preserve Land Allocation

The Deerhill Preserve Final Plat addresses a 170-acre Conservation Design Subdivision. The proposed development plan calls for a variety of Development Areas and Conservation Areas, as illustrated in Figure 1 below and in Exhibit 1 (attached).

Figure 1. Deerhill Preserve Land Allocation



Development Area

Areas not included in the Land Stewardship Plan

Deerhill Preserve’s approximately 80 acres of Development Area includes roads, rights-of-way (ROW), and private lots. The main road through the Deerhill Preserve subdivision will be public (owned and maintained by the City of Medina), and the two cul-de-sacs will be privately owned and managed by the Deerhill Preserve Homeowners Association (HOA). Private lots will be owned and maintained by PRDC until the lots are purchased by homeowners.

City Park Land Dedication

Approximately 2 acres of land will be dedicated to the City to fulfill a portion of the City’s park dedication requirements. This property will be deeded to the City at Final Plat and will not be a part of the Conservation Area or the Development Area. Additionally, public trails are planned within the Conservation Area and the corresponding acreage is included within the Conservation Area identified in Figure 1.

Conservation Area

The City of Medina defines Conservation Area as:

Designated land within a Conservation Design Subdivision that contributes towards achievement of one or more of the conservation objectives. A Conservation Easement is placed on Conservation Areas to permanently restrict the Conservation Area from future development. Conservation Areas may be used for preservation of ecological resources, habitat corridors, passive recreation, and for pasture, hay cropping and other low impact agricultural uses.

The approximately 89 acres of Conservation Area (CA) in the Deerhill Preserve subdivision will be protected under a conservation easement that will be held by the Minnehaha Creek Watershed District (MCWD), with the HOA retaining ownership of the CA. The CA will consist of approximately 48 acres of Reserve and approximately 41 acres of Restoration Area. Each of these areas is discussed below in terms of ownership, objectives, proposed restoration/enhancement, land protection methods, scheduling, funding, and enforcement.

The Reserve

The Reserve will consist primarily of existing wetlands (including the Tamarack Swamp) and forests (including Maple-Basswood Forest).

Ownership & Objectives

The areas identified on the Deerhill Preserve Plat as “Reserve” will be owned by the Deerhill Preserve HOA (Owner.) The edges of these areas will be marked clearly in the field with permanent MCWD conservation signage. The overarching objective for the Reserve is to retain or improve the existing natural resource values and ecosystem functions of these areas.

Proposed Landscape Conditions

The Reserve areas will remain much as they are today; however, the Owner and/or MCWD may conduct ecological enhancement or management activities to improve their ecosystem functions in the future. The only other exception in the Reserve areas are the “CRP Nursery Plantings” identified on Exhibit 1. This overlay designates areas that were planted with trees and shrubs by the Owner as a part of a Conservation Reserve Program (CRP) contract, and are now protected with a nursery license. PRDC may or may not relocate and remove these plantings over time, and if such plantings are removed, the disturbed areas will be restored with vegetation appropriate to the site.

Land Protection Methods & Schedule

The Reserve will be protected by the conservation easement, which will be held by the MCWD. Per the easement requirements, the MCWD will perform, at a minimum, annual monitoring inspections of the easement to ensure compliance with the easement, identify any violations or concerns, and notify the City so that they may take the appropriate regulatory action to rectify any issues. No schedule is proposed for ecological enhancement or management activities within the Reserve; however, these predominantly wetland and forest areas will benefit from the restoration and management activities that will occur in the Restoration Area.

Land Protection Funding

Through its holding of the conservation easement, the MCWD has accepted responsibility for funding perpetual monitoring of the easement. Ecological enhancement or ongoing management is not scheduled for the Reserve; therefore, land protection funding is not required for this area.

Land Protection Enforcement

Because the Reserve is covered by the MCWD-held conservation easement, all easement requirements will be monitored by the MCWD, and any violations will be communicated to the City for their regulatory enforcement. In the event of a violation, the City in coordination with MCWD will provide written notice to the HOA (fee holder) detailing the violation and identifying the proper corrective action. In the event the violation is not addressed in a timely manner (typically within one month), the City shall have the right to enter the premises and take the needed corrective actions, with the costs of such corrective actions being assessed against the fee holder of such area.

Restoration Area

Restoration Areas will consist primarily of prairie/meadow, savanna (opportunity to develop over time), and wetlands. These areas will be actively restored or enhanced as diverse, predominantly native plant communities.

Ownership & Objectives

The areas identified on the Deerhill Preserve Preliminary Plat as “Restoration Area” will be owned by the Deerhill Preserve HOA. The edges of these areas will be marked clearly in the field with permanent MCWD conservation signage. The objectives for the site’s Restoration Area are:

1. Convert agricultural fields and degraded wetlands to relatively large blocks of predominantly native habitat (primarily prairie/meadow, savanna, and wetland) for their ecosystem services and for the enjoyment of residents. The existing agricultural wetlands near the center of the site will be enhanced, restoring a historical wetland complex.
2. Provide naturalized stormwater treatment of the development’s runoff through volume, rate, and water quality management. The proposed restored prairies/meadows, savannas, vegetated swales, dry creek bed, infiltration basins and other infiltration areas, and stormwater ponds will promote volume and runoff reduction (through infiltration and other practices, where feasible), rate control, and effective nutrient removal. The stormwater management features will be protected by the conservation easement, as well as a City drainage and utility easement.
3. Provide limited, passive recreational gathering areas for residents of Deerhill Preserve to experience and enjoy the site’s Conservation Area.
4. Provide a limited, passive recreational, natural surface trail system. This will include private trails for residents of Deerhill Preserve, as well as public trails for the larger community to experience and enjoy the site’s Conservation Area.

Proposed Landscape Conditions

The Deerhill Preserve Restoration Area (currently dominated by agricultural fields) will be actively restored to a mosaic of regionally-appropriate, predominantly native landscapes including prairie/meadow and savanna interspersed with a variety of wetlands. Ecological restoration of these areas will entail eradication of existing, primarily invasive and weedy vegetation, soil preparation, and

seeding and planting of appropriate native and non-native species. Implementation costs to complete the prairie establishment effort is estimated at approximately \$125,000.

The Restoration Area's ecological restoration and enhancement zones are illustrated in Exhibit 1. During the General Plan of Development process, PRDC committed to re-planting the Restoration Area using the prairie "cover crop" (or a comparably diverse seed mix) that was planted on the site from 1997-2007 as part of a Conservation Reserve Program (CRP) contract (Seed Mix attached as Appendix B). PRDC will plant the Restoration Area with tailored seed mixes to restore the area with short grass prairie, wildflower and meadow species, upland buffers and wetlands. Seed mixes may be augmented in the future with live plantings, including trees and shrubs in savanna areas, but no schedule has been identified for implementation of these plantings. Existing erosion features in the site's Restoration Area, such as some of the site's existing drainageways, will be re-graded to blend naturally with the surrounding landscape and will be stabilized during restoration/enhancement activities.

Land Protection Methods & Schedule

PRDC will be responsible for the ecological enhancement, restoration, operations and maintenance of the site's Restoration Area as described in the previous section until such time the fee and title of the Conservation Area is turned over to the Deerhill Preserve HOA. The MCWD will hold a conservation easement over this area. PRDC will prepare an Ecological Restoration and Management Plan (ERMP) describing the restoration efforts of the project, with the initial phase primarily focused on establishment of the prairie/meadow and wetlands. PRDC will share the ERMP with the MCWD to ensure compliance with their requirements as the conservation easement holder. The ERMP will outline in detail the steps necessary to enhance, restore, and manage the Restoration Area's proposed landscapes as previously described. More specifically, the ERMP will include an implementation phasing strategy and methods to accomplish:

- Removal of invasive species;
- Soil preparation for seeding and planting;
- Installation of vegetation, including seed mixes for each restoration zone;
- Establishment maintenance for the first three years of restoration;
- Suggestions for Long-term (i.e., perpetual) management, monitoring, and reporting.

Predominantly native plant communities take time to develop and are low-maintenance—not no-maintenance—landscapes. Therefore, restoration and enhancement, initial establishment maintenance, and perpetual stewardship will be required to sustain the conservation values of these areas. Table 1 summarizes the anticipated three years of initial prairie/meadow and wetland restoration, enhancement, and establishment tasks for the site's Restoration Area.

Table 1. Anticipated Tasks and Schedule for Initial Restoration, Enhancement and Establishment

General Task	Description/Subtask	Year 1 (2016)				Year 2 (2017)				Year 3 (2018)			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Seeding	Install native and non-native seed (where site prep complete)		■										
Weed Control (site prep and control)	Broadcast herbicide, spot-spray and/or mow		■	■		■	■				■	■	
	Prescribed burn (if used for site prep)		■										
Seeding	Install native and non-native seed (where additional site prep was required)				■	■							
Brushing	Cut & stump treat invasive woody vegetation				■	■							
Brushing Follow-Up	Foliar-spray herbicide for invasive woody vegetation								■				■
Prescribed Burn/Haying	Prescribed burn (where fuel is sufficient and burn warranted) or Haying												■
Ecological Monitoring & Reporting	Assess & document site conditions & prepare summary report			■	■	■	■	■	■	■	■	■	■

Notes: Q = quarter of year

Perpetual management will be essential to maintaining the composition, structure, and function of healthy ecosystems throughout the Restoration Area. Perpetual management activities will be tailored to meet the performance standards that will be detailed within the ERMP, and may include activities such as:

- Control of weeds and invasive vegetation with spot herbicide treatments;
- Prescribed burning or haying of prairie/meadow, savanna, and wetland areas (when and where appropriate);
- Remedial or enhancement seeding or planting; and
- Monitoring and reporting.

Table 2 presents the anticipated perpetual management schedule for the site, and generally addresses activities that may be conducted in any phase of restoration. The following table is illustrative of a management schedule which will be further tailored within the ERMP.

Table 2. Suggested Perpetual Management Schedule

Plant Community	Task Repetition Interval, In Years			
	Monitoring & Annual Reporting	Weed Control	Scheduled Vegetation Disturbance	Remedial Seeding (if needed)
Mesic Short Prairie	1	2-3	2-3	3-5
Wet Prairie	1	1-3	2-3	3-5
Wet Meadow	1	1-3	3-5	3-5
No-Mow/Low-Grow	1	1-2	NA	2-4

Notes: Schedule assumes that prescribed burning or haying will be employed as a restoration and management technique.

Land Protection Funding

Ecological restoration and enhancement requires a substantial initial investment, followed by significantly reduced, but perpetual, annual stewardship costs to address operations and maintenance needs. PRDC will identify and hire a qualified ecological contractor to complete the initial restoration, enhancement, and establishment tasks proposed for the site’s Restoration Area. Initial restoration, enhancement, and establishment is anticipated to take approximately three years (2016-2018) to establish the prairie/meadow (see Table 1).

Following initial restoration, enhancement, and establishment (typically the initial three-year period), the average annual perpetual management cost for the entire site’s Restoration Area is estimated to be \$250-350 per acre. Management staffing will be provided by a qualified ecological contractor selected and compensated by the Deerhill Preserve HOA. Annual HOA dues (paid by Deerhill Preserve residents) will be supplemented by PRDC (as necessary) to ensure that an escrow account to fund perpetual stewardship totals no less than \$12,300 (\$300/ac x 41 ac Restoration Area) at the onset of the perpetual management period (beginning in 2019). The stewardship account will continue to be funded by annual HOA dues plus a perpetual real-estate transaction fee (estimated at \$500 per transaction), which will provide additional funds to the account each time a property within the development is sold. PRDC, with input from MCWD, will develop the site ERMP, and the annual stewardship costs will be further refined to ensure adequate funds are available to fulfill the commitments of this Final LSP.

Land Protection Enforcement

MCWD staff will conduct annual inspections of the conservation easement to document site conditions and ensure the conservation values of the easement are being upheld. In the event that issues or a violation are identified, the MCWD will immediately inform the City, which will work in coordination with the MCWD to notify the Deerhill Preserve HOA (fee holder) of the violation and direct the HOA to take prompt action to resolve any issues. The HOA will be required to maintain a General Liability insurance policy that will cover all Conservation Areas, exclusive of the public trails, owned by the Deerhill Preserve HOA. The MCWD is in agreement with this Final LSP, insurance coverage requirements, perpetual stewardship obligations, and preliminary cost estimates developed for funding of the conservation areas.

PRDC recognizes that in the event that the fee holder of the Conservation Area, common areas and facilities, or any successor organization thereto, fails to properly maintain all or any portion of the aforesaid common areas or facilities, the City in coordination with the holder of the conservation

easement (MCWD or its assigns), may serve written notice upon such fee holder setting forth the manner in which the fee holder has failed to maintain the aforesaid common areas and facilities. Such notice shall set forth the nature of corrections required and the time within which the corrections shall be made. Upon failure to comply within the time specified, the fee holder, or any successor organization, shall be considered in violation of this Final LSP, in which case the City shall have the right to enter the premises and take the needed corrective actions. The costs of enforcement and corrective actions by the City shall be assessed against the properties that have the right of enjoyment of the common areas and facilities.

CONCLUSION

The proposed Deerhill Preserve conservation development complies with the City of Medina's Conservation Design District requirements, and will serve as a model for future conservation developments in the City and region. The implementation and perpetual management of the project—as ensured by the MCWD-held conservation easement—will result in a high quality development, in which quality homes, valuable community amenities, and enhanced ecological functions all work together and create a beautiful, livable place.













Appendix A. Minnesota State Historic Preservation Office Database Report

History/Architecture Inventory

PROPERTY NAME	ADDRESS	Twp	Range	Sec	Quarters	USGS	Report	NRHP	CEF	DOE	Inventory Number
COUNTY:	Hennepin										
CITY/TOWNSHIP:	Orono										
house	3050 Highway 6	118	23	28	SE-NW-SW	Excelsior	xx-95-4H				HE-ORC-036
barn	2885 6th Ave. N.	118	23	28	SE-NE-SW	Orono	xx-95-4H				HE-ORC-037

Appendix B. Conservation Reserve Program (CRP) Native Seed Mix

Exhibit 1. Deerhill Preserve Final Land Stewardship Plan

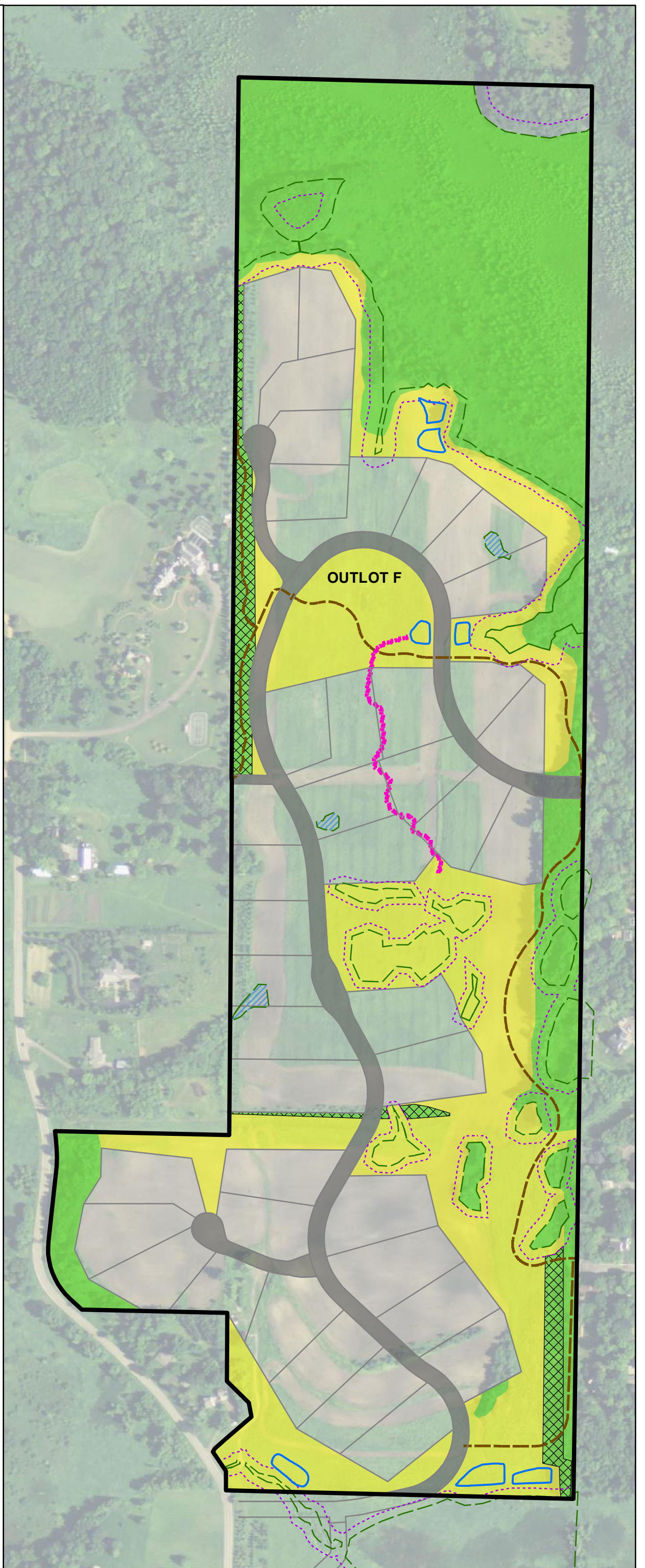
-  Site Boundary
-  Reserve
-  Restoration Area
-  Road and ROW
-  Impacted Wetland
-  CRP Nursery Plantings
-  Wetland Boundary
-  Stormwater Management Area
-  Wetland Buffer
-  Dry Creek Bed
-  Private Lot Line
-  Proposed Trail

Data Sources:
- Sathre-Bergquist, Inc.

AES Job Number: 14-1069
Filename: Deerhill Preserve_Final LSP_2016-03-10
Date: 03/10/2016



21938 Mushtown Road
Prior Lake, MN 55372
952-447-1919
www.appliedeco.com




Deerhill Preserve

Ecological Restoration & Management Plan

 Site Boundary (~171 ac)

 Reserve (~46 ac)

 CRP Nursery Plantings


Restoration Areas:


 Mesic Short Prairie (~28 ac)

 Wet Prairie (~7 ac)

 Wet Meadow (~3 ac)

Other Site Features:

 Impacted Wetland

 Road and ROW

 Wetland Boundary

 Wetland Buffer

 Dry Creek Bed

 Private Lot Line

 Proposed Public Trail

Data Sources:

- 2013 LMIC WMS Aerial Photography
- Sathre-Bergquist, Inc.

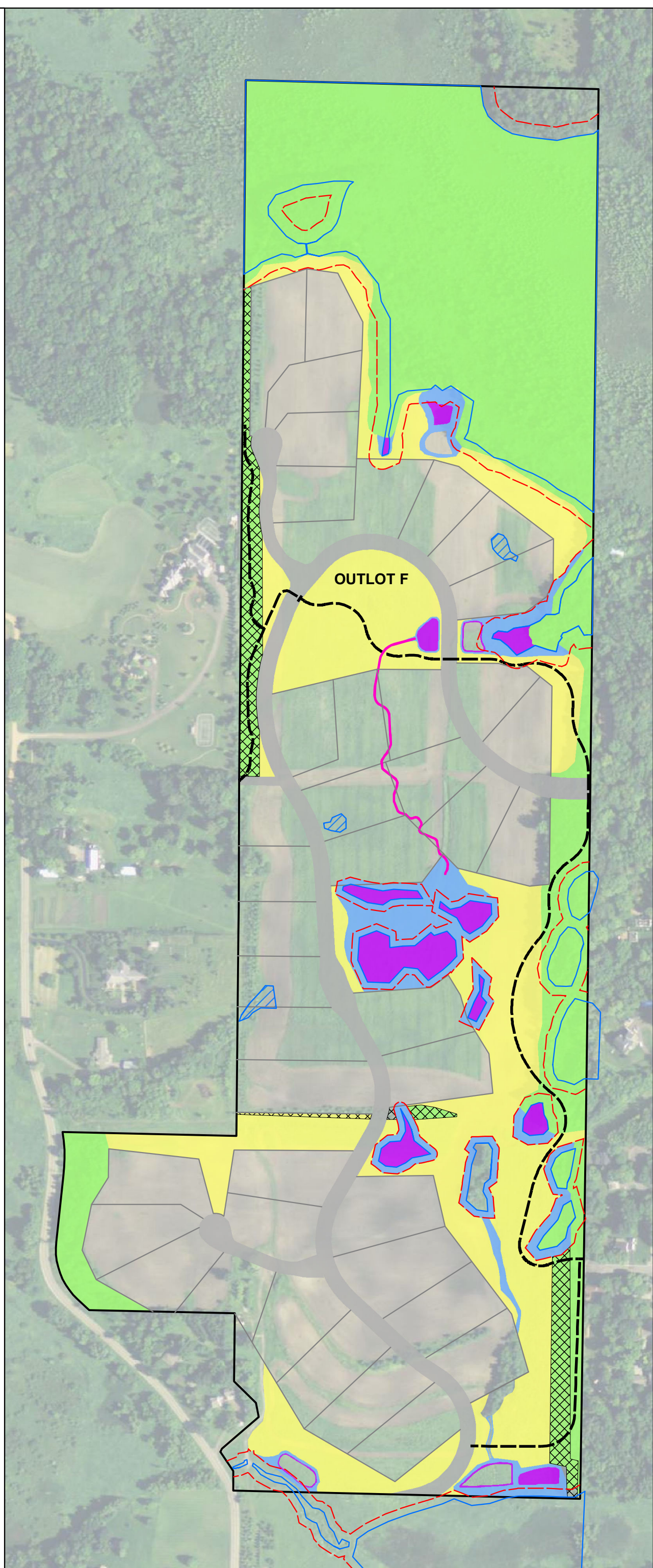
AES Job Number: 14-1069

Filename: Deerhill Preserve_ERMP_2016-03-17

Date: 03/17/16



21938 Mushtown Road
Prior Lake, MN 55372
952-447-1919
www.appliedeco.com



Deerhill Preserve (14-1069)

ERMP Seed Mixes - DRAFT

3/11/2016

Mesic Short Prairie/Meadow - Base Mix

oz / acre	lbs/ac	Botanical Name	Common Name	Seeds per sq ft
48.00	3.00	<i>Bouteloua curtipendula</i>	Side Oats Grama	6.61
8.00	0.50	<i>Bromus kalmii</i>	Arctic brome	1.47
32.00	2.00	<i>Elymus trachycaulus</i>	Slender wheatgrass	5.07
40.00	2.50	<i>Festuca mix</i>	Fescue mix	31.57
48.00	3.00	<i>Schizachyrium scoparium</i>	Little bluestem	16.53
8.00	0.50	<i>Sporobolus heterolepis</i>	Prairie dropseed	2.94
8.00	0.50	<i>Chamaecrista fasciculata</i>	Partridge pea	0.50
3.00	0.19	<i>Coreopsis palmata</i>	Prairie coreopsis	0.69
3.00	0.19	<i>Dalea purpurea</i>	Purple prairie clover	1.24
3.50	0.22	<i>Echinacea purpurea</i>	Broad-leaved purple coneflower	0.53
4.00	0.25	<i>Heliopsis helianthoides</i>	False sunflower	0.58
2.00	0.13	<i>Liatris pycnostachya</i>	Prairie blazing star	0.51
1.00	0.06	<i>Monarda fistulosa</i>	Wild bergamot	1.61
0.50	0.03	<i>Penstemon digitalis</i>	Beardtongue	1.49
8.00	0.50	<i>Rudbeckia hirta</i>	Black-eyed Susan	5.69
0.75	0.05	<i>Symphyotrichum laeve</i>	Smooth blue aster	0.95
3.00	0.19	<i>Tradescantia ohiensis</i>	Spiderwort	0.55
1.50	0.09	<i>Verbena stricta</i>	Hoary vervain	0.96
2.00	0.13	<i>Zizia aurea</i>	Golden alexanders	0.51
224.25	14.02	DOES NOT INCLUDE COVER CROP		79.99

184.00	11.50	graminoids	6	64.18
40.25	2.52	forbs	13	15.80

Deerhill Preserve (14-1069)

ERMP Seed Mixes - DRAFT

3/11/2016

Mesic Short Prairie/Meadow - Outlot F Mix

oz / acre	lbs/ac	Botanical Name	Common Name	Seeds per sq ft
40.00	2.5	<i>Bouteloua curtipendula</i>	Side Oats Grama	5.51
8.00	0.50	<i>Bromus kalmii</i>	Arctic brome	1.47
32.00	2.00	<i>Elymus trachycaulus</i>	Slender wheatgrass	5.07
80.00	5.00	<i>Festuca mix</i>	Fescue mix	63.13
40.00	2.50	<i>Schizachyrium scoparium</i>	Little bluestem	13.77
12.00	0.75	<i>Sporobolus heterolepis</i>	Prairie dropseed	4.41
5.00	0.31	<i>Coreopsis palmata</i>	Prairie coreopsis	1.15
6.00	0.38	<i>Dalea purpurea</i>	Purple prairie clover	2.48
8.00	0.50	<i>Echinacea purpurea</i>	Broad-leaved purple coneflower	1.21
5.00	0.31	<i>Liatris pycnostachya</i>	Prairie blazing star	1.26
2.00	0.13	<i>Penstemon digitalis</i>	Beardtongue	5.97
8.00	0.50	<i>Rudbeckia hirta</i>	Black-eyed Susan	5.69
2.00	0.13	<i>Symphyotrichum laeve</i>	Smooth blue aster	2.53
6.00	0.38	<i>Tradescantia ohimensis</i>	Spiderwort	1.10
254.00	15.88	DOES NOT INCLUDE COVER CROP		114.76
212.00	13.25	graminoids	6	93.36
42.00	2.63	forbs	8	21.39

Deerhill Preserve (14-1069)

ERMP Seed Mixes - DRAFT

3/11/2016

Wet Prairie Mix

oz / acre	lbs/ac	Botanical Name	Common Name	Seeds per sq ft
1.00	0.06	<i>Carex brevior</i>	Short beak sedge	0.67
1.00	0.06	<i>Carex scoparia</i>	Broom sedge	1.93
1.00	0.06	<i>Carex vulpinoidea</i>	Fox sedge, Brown fox sedge	2.30
16.00	1.00	<i>Elymus trachycaulus</i>	Slender wheatgrass	2.53
1.50	0.09	<i>Glyceria striata</i>	Fowl manna grass	5.51
0.50	0.03	<i>Juncus tenuis</i>	Path rush	11.48
16.00	1.00	<i>Poa palustris</i>	Fowl bluegrass	47.75
16.00	1.00	<i>Schizachyrium scoparium</i>	Little bluestem	5.51
1.00	0.06	<i>Anemone canadensis</i>	Meadow/Canada anemone	0.18
4.00	0.25	<i>Asclepias incarnata</i>	Swamp milkweed	0.44
1.00	0.06	<i>Eupatorium perfoliatum</i>	Common boneset	3.67
0.25	0.02	<i>Euthamia graminifolia</i>	Common grass-leaved goldenrod	2.01
1.00	0.06	<i>Helenium autumnale</i>	Sneezeweed	2.98
3.00	0.19	<i>Liatris pycnostachya</i>	Prairie blazing star	0.76
0.50	0.03	<i>Lobelia siphilitica</i>	Great blue lobelia	5.74
1.00	0.06	<i>Physostegia virginiana</i>	Prairie obedient plant	0.25
1.00	0.06	<i>Pycnanthemum virginianum</i>	Virginia mountain mint	5.05
2.00	0.13	<i>Verbena hastata</i>	Blue vervain	4.27
8.00	0.50	<i>Zizia aurea</i>	Golden alexanders	2.02
75.75	4.73	DOES NOT INCLUDE COVER CROP		105.05

53.00	3.31	graminoids	8	77.67
22.75	1.42	forbs	11	27.38

Deerhill Preserve (14-1069)

ERMP Seed Mixes - DRAFT

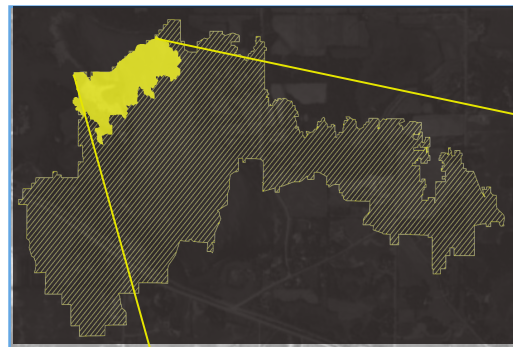
3/11/2016

Wet Meadow Mix


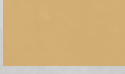




oz / acre	lbs/ac	Botanical Name	Common Name	Seeds per sq ft
0.50	0.03	<i>Carex bebbii</i>	Bebb's sedge	0.39
0.50	0.03	<i>Carex comosa</i>	Longhair sedge	0.34
1.00	0.06	<i>Carex stipata</i>	Owl-fruited sedge	0.78
1.00	0.06	<i>Carex hystericina</i>	Bottlebrush sedge	0.69
2.00	0.13	<i>Carex scoparia</i>	Broom sedge	3.86
1.00	0.06	<i>Carex vulpinoidea</i>	Fox sedge, Brown fox sedge	2.30
0.25	0.02	<i>Eleocharis obtusa</i>	Blunt spike rush	0.57
8.00	0.50	<i>Elymus trachycaulus</i>	Slender wheatgrass	1.27
1.50	0.09	<i>Glyceria striata</i>	Fowl manna grass	5.51
1.00	0.06	<i>Juncus tenuis</i>	Path rush	22.96
16.00	1.00	<i>Poa palustris</i>	Fowl bluegrass	47.75
2.00	0.13	<i>Alisma subcordatum</i>	American water plantain	2.75
1.25	0.08	<i>Anemone canadensis</i>	Meadow/Canada anemone	0.23
2.00	0.13	<i>Asclepias incarnata</i>	Swamp milkweed	0.22
2.00	0.13	<i>Bidens cernua</i>	Nodding bur marigold	0.96
0.50	0.03	<i>Eupatorium perfoliatum</i>	Common boneset	1.84
1.00	0.06	<i>Helenium autumnale</i>	Sneezeweed	2.98
2.00	0.13	<i>Iris veriscolor</i>	Blue flag iris	0.06
0.05	0.00	<i>Lythrum alatum</i>	Winged loosestrife	3.44
0.05	0.00	<i>Mimulus ringens</i>	Monkey flower	2.64
1.00	0.06	<i>Physostegia virginiana</i>	Prairie obedient plant	0.25
1.00	0.06	<i>Sagittaria latifolia</i>	Broad-leaved duck potato	0.18
1.00	0.06	<i>Verbena hastata</i>	Blue vervain	2.13
4.00	0.25	<i>Zizia aurea</i>	Golden alexanders	1.01
50.60	3.16	DOES NOT INCLUDE COVER CROP		105.13

32.75	2.05	graminoids	11	86.41
17.85	1.12	forbs	13	18.71

Painter Creek Corridor Planning



LEGEND

-  Potential MCWD Conservation
-  MCWD Land & Easements
-  3 Rivers Park District Owned
-  DNR Owned
-  USACE Restoration Planning
-  MCWD Past Capital Projects

