

**MEETING DATE:** January 25, 2018

**TITLE:** Authorization to convey right-of-way (ROW) easements on three District parcels to the City of Hopkins for the reconstruction of Blake Road

**RES. NUMBER:** 18-009

**PREPARED BY:** Michael Hayman

**E-MAIL:** mhayman@minnehahacreek.org      **TELEPHONE:** 952-471-8226

**REVIEWED BY:**     Administrator       Counsel       Program Mgr.  
                          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: <b>Requesting final action January 25, 2018</b>	

**PURPOSE or ACTION REQUESTED:**

Authorization to convey right-of-way (ROW) easements on three District parcels – 325, 415 and 427 Blake Road – to the City of Hopkins, at market value, for the reconstruction of Blake Road.

The proposed action authorizes the Board President to execute an agreement and easement for each of the three parcels, on advice of counsel, conveying temporary and permanent easements to the City of Hopkins for roadway improvements associated with the reconstruction of Blake Road.

**PROJECT/PROGRAM LOCATION:**

325, 415 and 427 Blake Road North, Hopkins MN

**PROJECT TIMELINE (City Reconstruction of Blake Road):**

2014-2015	Blake Road Corridor Study
2016-2017	Design development and construction documents for Blake Road (City of Hopkins)
2018-2019	Final acquisitions, bidding and reconstruction of the redesigned Blake Road

**SUMMARY:**

*Background:*

The Minnehaha Creek Watershed District (District) and City of Hopkins (City) have worked in partnership for years to implement numerous impactful community projects along the Minnehaha Creek Greenway and Blake Road Corridor. An oft-identified component that is critical to the envisioned transformation of the Blake Road Corridor is the reconstruction of Blake Road itself.

The Blake Road corridor is expected to experience significant change over the next 20 years. A major catalyst for this change is the anticipated opening of the Green Line Extension (Southwest LRT) and construction of a station at Blake Road. In recognition of this change, the City and its partners (Hennepin County, St. Louis Park, Edina, MCWD) conducted the Blake Road Corridor Study in 2014-2015.

As part of the study, the project team analyzed existing and future conditions, developed alternatives to improve conditions in the corridor, evaluated design alternatives, and recommended a design concept for transportation improvements in the corridor. The overarching goals of the improved road design, as set forth by the City and its partners, include:

- Facilitate access to the future Southwest LRT station
- Create a comfortable, safe roadway for all transportation modes
- Support redevelopment in the corridor
- Improve access to/connectivity across Highway 7
- Protect and enhance natural resources, including Minnehaha Creek
- Improve connections between Blake Road and neighborhoods, parks, and trails
- Improve connections to Minnehaha Creek and the Minnehaha Creek Greenway

The proposed project will provide better transportation opportunities for pedestrians, bicyclists, and transit users on Blake Road between Interlachen Boulevard and Trunk Highway 7 (TH 7), and on Aquila Avenue between TH 7 and 36th Street. The intersection of the Minnehaha Creek Greenway and Blake Road, and the improved access and mobility points, is critical to the continued restoration of Minnehaha Creek, the surrounding natural systems and the future redevelopment at the 325 Blake Road site. The project will also improve access to the planned light rail station at Blake Road for all modes, provide better access to adjacent neighborhoods, commercial nodes, schools, and recreational facilities. Further, the project will support redevelopment throughout the corridor and region that will enhance economic growth, community connectivity, and residential diversity.

#### *Design:*

The redesigned road will reduce the existing 12-foot five-lane undivided roadway to a 10.8-foot four-lane divided roadway with 10-foot multi-use trails along both sides. Enhanced center medians (landscaping and vegetation) will run the length of the road improvement with dedicated left turn lanes included at critical intersections. The two multi-use trails to be constructed on each side of Blake Road will run adjacent to new boulevards that consist of improved landscaping, vegetation and enhanced streetscaping amenities such as bollards, benches and lighting.

Overall, the project will result in a 0.57 acre decrease in impervious surface. Although District rules do not require stormwater treatment, the City is making efforts to add multiple stormwater treatment amenities throughout the reconstructed corridor such as sump catch basins, tree trenches and infiltration basins within landscaped areas. The City is also working closely with the District to determine how the District's planned regional stormwater facility at the 325 Blake Road site might assist with improving overall stormwater treatment in the corridor.

Based on input received from multiple developers during the Urban Land Institute Technical Assistance Panel (ULI-TAP) exploring redevelopment opportunities in the Blake Corridor, the City directed its design team to investigate the opportunity of creating on-street parking adjacent to 325 Blake Road. A preliminary design was completed demonstrating the feasibility of such an effort. Due to the uncertainty of what the future developer at 325 Blake Road may want, and the added cost of constructing on-street parking as part of the base project, the City did not include the parking lane as part of the base project but reserved the ability for the selected developer to add the parking feature at a future time. This could be done in one of two ways; as an add-alternate to the road project, or as a separate project completed by the developer (both options at the expense of the developer).

*Right-of-way (ROW):*

Although the project results in an overall reduction in road width and impervious surface, in order to create the improved pedestrian environment, enhance streetscaping and bury utilities, additional ROW is necessary.

The District owns three parcels on Blake Road – 325, 415 and 427 Blake Road – all of which are impacted by the road reconstruction. The project proposes conveyance of permanent and temporary easements on these three parcels. The 325 Blake Road parcel is the Hopkins Cold Storage site. 415 and 427 Blake Road parcels are present day Cottageville Park parcels. 427 Blake Road is Cottageville Park proper while 415 Blake Road is known as the “triangle parcel,” a future Cottageville Park improvement.

To complete the acquisition process for the reconstruction project, the City hired a certified appraiser to conduct a market valuation of the proposed easements and provided the District with said appraisals for review and comment. In keeping with its policy regarding property interest and appraisal, the District contracted Shenhon to review the appraisals and provide a professional opinion of completeness and accuracy. Beyond said review, staff and a Shenhon representative met with City staff and its appraiser to review the methodology and opinions of value. Although some discrepancies exist between the opinions of the valuation professionals, the difference of opinion in value falls within the acceptable tolerance and does not indicate a need for the District independently to conduct separate formal appraisals. Further, in the opinion of the District’s appraiser, the conveyance of the easements as proposed will not affect the ability of a purchaser of the 325 Blake Road parcel to develop the property as envisioned in the pending request for qualifications.

The below table represents the ROW impacts proposed and associated compensation:

<b>Parcel</b>	<b>Type of easement</b>	<b>Size of impact</b>	<b>Proposed acquisition</b>
325 Blake Road	Permanent	11,840 sq ft	\$331,525
	Temporary	39,980 sq ft	\$195,900
	Other	Two trees	\$3,000 (\$1,500 ea.)
415 Blake Road	Permanent	528 sq ft	\$9,775
	Temporary*	3,229	\$8,375
427 Blake Road	Temporary*	1,997	\$7,300

\* Temporary easement on Cottageville Park parcels. Property to be restored to existing condition.

Based on previous Board input and further staff deliberation, the proposed compensation for temporary easements on the 415 and 427 Blake Road parcels (Cottageville Park) appear superfluous. The timing of the temporary impacts results in no added cost to the District and its plans for managing these parcels, and the parcels will be restored to existing conditions upon completion of the road work. Further, the long standing relationship with the City, the continued partnership on planned improvements throughout the Blake Corridor and Minnehaha Creek Greenway, and the nature of Cottageville Park as a co-owned improvement appear to render the disbursement of funds to the District for temporary impact as unnecessary.

It is staff’s recommendation that the District provide temporary easement on these two parcels – 415 and 427 Blake Road – to the City at no cost to the project.

*Memorandum of Agreement (MOA) and Easement summary:*

For each of the proposed conveyances, two documents for execution are required; a Memorandum of Agreement (MOA) and an easement.

The MOA is the agreement that establishes the terms of the transaction for each of the parcels to be conveyed. The draft MOA for each parcel is attached in its original form (attachment 1). These documents have been reviewed by legal counsel, and are generally found to be acceptable, but at counsel’s recommendation are likely to be adjusted for clarity.

Easements associated with each of the three parcels, as drafted by the City's agent, are also attached for review (attachment 2). Similar to the MOAs, the easements have been reviewed by District counsel. Counsel has indicated the need for moderate revisions to clearly express the terms as mutually understood. The basic framework is as follows: (a) the City will be conveyed essentially full use of the surface of the permanent easement areas for trail purposes, and of the above-ground and subsurface to locate linear utilities or allow others to do so; (b) the City may occupy the temporary easement areas during the reconstruction, may remove vegetation and engage in minor grading within those areas as reasonable, and will restore soils and revegetate when work is completed. Suggested revisions to each document will be provided to the City shortly and are anticipated to be ready for execution in a relatively short timeframe.

Staff will provide a brief presentation at the January 25, 2018 Board meeting further detailing the MOA and easement documents, and this request for Board action.

**Recommendation:**

Staff is recommending the MCWD Board of Managers approve resolution 18-009 authorizing the Board President, on advice of counsel, to execute a Memorandum of Agreement and easement for each of the three parcels substantively as described above to the City of Hopkins for roadway improvements associated with the reconstruction of Blake Road.

In addition, staff recommends that the District convey temporary easements for 415 and 427 Blake Road to the City of Hopkins without compensation. If the Board concurs, staff will modify the associated MOAs to reflect this decision.

**Attachments:**

1. Three (3) draft Memorandum of Agreement documents for 325, 415 and 427 Blake Road
2. Three (3) draft easements for 325, 415 and 427 Blake Road

## RESOLUTION

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**RESOLUTION NUMBER:** 18-009

**TITLE:** **Authorization to convey right-of-way (ROW) easements on three District parcels to the City of Hopkins for the reconstruction of Blake Road**

WHEREAS, in its continued efforts to transform the Blake Road Corridor, the City of Hopkins has developed plans to reconstruct Blake Road; and

WHEREAS, the proposed project will provide better transportation opportunities for pedestrians, bicyclists, and transit users on Blake Road between Interlachen Boulevard and Trunk Highway 7 (TH 7), and on Aquila Avenue between TH 7 and 36th Street; and

WHEREAS, the intersection of the Minnehaha Creek Greenway and Blake Road, and the improved access and mobility points, is critical to the continued restoration of Minnehaha Creek, the surrounding natural systems and the future redevelopment at the 325 Blake Road site; and

WHEREAS, the project will also improve access to the planned light rail station at Blake Road for all modes, provide better access to adjacent neighborhoods, commercial nodes, schools, and recreational facilities; and

WHEREAS, the project will support redevelopment throughout the corridor and region that will enhance economic growth, community connectivity, and residential diversity, further enhancing the MCWD's efforts throughout the Minnehaha Creek Greenway;

WHEREAS, the MCWD owns three parcels on Blake Road – 325, 415 and 427 Blake Road – all of which are impacted by the road reconstruction; and

WHEREAS, the reconstruction project proposes conveyance of permanent easements on 325 and 415 Blake Road parcels, and temporary easements on all three parcels;

WHEREAS, the City hired a certified appraiser to conduct market valuation of the proposed easements and provided the District with said appraisals for review and comment; and

WHEREAS, the District contracted Shenehon to review the appraisals and provide a professional opinion of completeness and accuracy; and

WHEREAS, in Shenehon's opinion, the City's market valuations are reasonable and independent District appraisals are not required; and

WHEREAS, in Shenehon's opinion, the easements as proposed will not inhibit the present and intended public use of the 415 and 427 Blake Road parcels or the intended redevelopment of the 325 Blake Road parcel as described in the District's outstanding request for qualifications;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers hereby authorizes the Board President, on advice of counsel, to execute agreements and easements for each of the three parcels – 325, 415 and 427 Blake Road – to the City of Hopkins for roadway improvements associated with the reconstruction of Blake Road, subject to the following:

- Easements will be permanent for 325 and 415 Blake Road, with temporary easements on all three parcels;
- Permanent easements will afford the City full surface use of the described easement area for the City's indicated trail and associated purposes, and the right to place, and allow others to place, above-ground and subsurface utilities;
- Temporary easements will allow the City to occupy and disturb the described easement area during the reconstruction project and require City restoration at the close of use;
- Title, environmental and other ordinary risks will be allocated in the customary manner;
- Consideration for the easement conveyance will be \$530,425.00 for 325 Blake Road (permanent and temporary); \$9,775.00 for 415 Blake Road (payment for permanent easement only); and no cost for 427 Blake Road (temporary easement).

Resolution Number 18-009 was moved by Manager \_\_\_\_\_, seconded by Manager \_\_\_\_\_.  
 Motion to adopt the resolution \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions. Date: \_\_\_\_\_.

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

**MEMORANDUM OF AGREEMENT  
Blake Road Reconstruction Project**

Fee Owner(s): Minnehaha Creek Watershed District, a Minnesota governmental body

Parcel: 34

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, Minnehaha Creek Watershed District, a Minnesota governmental body, Owner(s) of the above described parcel of property located in County of Hennepin, State of Minnesota, did execute and deliver a conveyance of real estate to the City of Hopkins.

This agreement is now made and entered as a Memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The Owner(s) have been furnished with the approved estimate of just compensation for the property acquired and a summary statement of the basis for the estimate. The Owner(s) understand that the acquired property is for use in connection with the construction of the Blake Road Reconstruction Project.
2. The Owner(s) understand and acknowledge that the Agent for the City of Hopkins has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property.
3. That in full compensation for the conveyance of said property, the City of Hopkins shall pay the Owner(s) the sum of Five hundred thirty thousand four hundred twenty-five and 00/100 (\$530,425.00) for the easement(s). Owner(s) understand that payment must await approval by the City of Hopkins.
4. In the event of a clerical error, Grantor(s), whether one or more, agree to cooperate in correcting the error including but not limited to re-signing all documents.
5. Additionally: The owner and the City of Hopkins have agreed to the following:

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and Easement(s) Document(s) dated \_\_\_\_\_ and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Owner

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Owner

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Penny Rolf, Agent for the City of Hopkins

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Nate Stanley, City of Hopkins

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Nic Hentges, Project Manager for the City of Hopkins

**MEMORANDUM OF AGREEMENT**  
**Blake Road Reconstruction Project**

Fee Owner(s): Minnehaha Creek Watershed District, a Minnesota governmental body

Parcel: 35

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, Minnehaha Creek Watershed District, a Minnesota governmental body, Owner(s) of the above described parcel of property located in County of Hennepin, State of Minnesota, did execute and deliver a conveyance of real estate to the City of Hopkins.

This agreement is now made and entered as a Memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The Owner(s) have been furnished with the approved estimate of just compensation for the property acquired and a summary statement of the basis for the estimate. The Owner(s) understand that the acquired property is for use in connection with the construction of the Blake Road Reconstruction Project.
2. The Owner(s) understand and acknowledge that the Agent for the City of Hopkins has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property.
3. That in full compensation for the conveyance of said property, the City of Hopkins shall pay the Owner(s) the sum of Eighteen thousand one hundred fifty and 00/100 (\$18,150.00) for the easement(s). Owner(s) understand that payment must await approval by the City of Hopkins.
4. In the event of a clerical error, Grantor(s), whether one or more, agree to cooperate in correcting the error including but not limited to re-signing all documents.
5. Additionally: The owner and the City of Hopkins have agreed to the following:

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and Easement(s) Document(s) dated \_\_\_\_\_ and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Owner

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Owner

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Penny Rolf, Agent for the City of Hopkins

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Nate Stanley, City of Hopkins

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Nic Hentges, Project Manager for the City of Hopkins



**MEMORANDUM OF AGREEMENT**  
**Blake Road Reconstruction Project**

Fee Owner(s): Minnehaha Creek Watershed District, a Minnesota governmental body

Parcel: 36

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, Minnehaha Creek Watershed District, a Minnesota governmental body, Owner(s) of the above described parcel of property located in County of Hennepin, State of Minnesota, did execute and deliver a conveyance of real estate to the City of Hopkins.

This agreement is now made and entered as a Memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The Owner(s) have been furnished with the approved estimate of just compensation for the property acquired and a summary statement of the basis for the estimate. The Owner(s) understand that the acquired property is for use in connection with the construction of the Blake Road Reconstruction Project.
2. The Owner(s) understand and acknowledge that the Agent for the City of Hopkins has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property.
3. That in full compensation for the conveyance of said property, the City of Hopkins shall pay the Owner(s) the sum of Seven thousand three hundred and 00/100 (\$7,300.00) for the easement(s). Owner(s) understand that payment must await approval by the City of Hopkins.
4. In the event of a clerical error, Grantor(s), whether one or more, agree to cooperate in correcting the error including but not limited to re-signing all documents.
5. Additionally: The owner and the City of Hopkins have agreed to the following:

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and Easement(s) Document(s) dated \_\_\_\_\_ and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Owner

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Owner

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Penny Rolf, Agent for the City of Hopkins

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Nate Stanley, City of Hopkins

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Nic Hentges, Project Manager for the City of Hopkins

2013-06  
CSAH 20  
PID Number: 19-117-21-14-0002  
Torrens Certificate No. 1341193

### EASEMENTS

THIS INSTRUMENT is made by Minnehaha Creek Watershed District, a Minnesota governmental body, Grantor, in favor of the City of Hopkins, a municipal corporation under the laws of the State of Minnesota, Grantee.

#### Recitals

A. Grantor is the fee owner of the following described property in Hennepin County, Minnesota (the "Property"):

**Lot 74, Auditor's Subdivision No. 239, Hennepin County, Minnesota, except that part of said Lot 74 which is designated and delineated as Parcel 29, Hennepin County Right of Way Map No. 2, Hennepin County, Minnesota.**

Check here if part or all of the land is Registered (Torrens)

B. Grantor desires to grant to the Grantee easements, according to the terms and conditions contained herein.

#### Terms of Easements

1. Grant of Easements. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor hereby grants and conveys to the Grantee the following easements ("**Easement Tract**") as described on Exhibit "A" and depicted on Exhibit "B" attached.

2. Scope of Easements The permanent easement for trail purposes granted herein includes the right of the Grantee, its contractors, agents, and employees to locate, construct, operate, maintain, alter and repair trail facilities within the described Easement Tract. The trail easement shall be used exclusively for outdoor recreation and commuter activities including, but not limited to, walking, jogging, skating,

biking, and uses mandated by state law including, but not limited to, electric personal assistive devices. In addition, motorized vehicles used by the City for maintenance, law enforcement or other public uses will be permitted.

Grantor agrees not to construct fences, retaining walls, buildings, or other obstructions, or perform tillage, plant trees, hinder in any way the flow of surface water, or perform any detrimental operation within the Easement Tract.

Grantee may permit utility companies and other entities to place and maintain power, telephone, gas, tile, water, sewer and other utilities above and/or under the ground within the limits of the Easement Tract. It is not permissible for the cross-arm members of such utility lines to overhang on lands adjacent to the premises herein described.

The temporary easement includes the right of the Grantee, its contractors, agents, and employees to enter upon said Easement Tract at all reasonable times for the purposes of construction, grading, sloping, and restoration purposes, and all purposes ancillary thereto, together with the right to remove trees, shrubs or other vegetation in the Easement Tract, as well as the right to deposit earthen materials within the Easement Tract and to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the project. Said temporary easement expires on December 31, 2019.

The easements granted herein also include the right to cut, trim, or remove from the Easement Tract trees, shrubs, or other vegetation that, in the Grantee's judgment, unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

Grantor, its successors and assigns agree to not modify the roadway slopes, out slopes, roadway ditch configurations, utilities or other modifications or improvements made or placed by Grantee or others pursuant to the direction of Grantee within the Easement Tract.

3. Warranty of Title. The Grantor warrant it is the fee owner of the Property and has the right, title and capacity to convey to the Grantee the easements herein. Grantor also warrants that any judgments or liens against persons or entities with the same or similar names as the Grantor is not against Grantor.

4. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the easement area or Property prior to the date of this instrument.

The Grantor certifies that there are no abandoned wells, septic system components, other obstructions (above or below the ground surface), or known environmental hazards within the Easement Tract.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

Grantor:  
*Minnehaha Creek Watershed District, a  
Minnesota governmental body*

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ of Minnehaha Creek Watershed District, a  
Minnesota governmental body, on behalf of the governmental body.

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

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY  
AND SHOULD BE RETURNED TO:  
WSB & Associates, Inc.  
701 Xenia Avenue South, Suite 300  
Minneapolis, MN 55416

**2013-06**  
**CSAH 20**  
**PID Number: 19-117-21-11-0079**  
**Abstract**

### **EASEMENTS**

THIS INSTRUMENT is made by Minnehaha Creek Watershed District, a Minnesota governmental body, Grantor, in favor of the City of Hopkins, a municipal corporation under the laws of the State of Minnesota, Grantee.

#### Recitals

A. Grantor is the fee owner of the following described property in Hennepin County, Minnesota (the "Property"):

**That part of Lot 70, Auditor's Subdivision Number 239, Hennepin County, Minnesota, lying Southwesterly of Minnehaha Creek, except that portion conveyed to Hennepin County for highway purposes.**

Check here if part or all of the land is Registered (Torrens)

B. Grantor desires to grant to the Grantee easements, according to the terms and conditions contained herein.

#### Terms of Easements

1. Grant of Easements. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor hereby grants and conveys to the Grantee the following easements ("**Easement Tract**") as described on Exhibit "A" and depicted on Exhibit "B" attached.

2. Scope of Easements The permanent retaining wall easement includes the right of the Grantee, its contractors, agents, and employees to enter the Easement Tract at all reasonable times for the purpose of constructing, inspecting, repairing, and reconstructing a retaining wall and establishing, re-establishing, inspecting, altering and repairing the land grade within the described Easement Tract so as to provide lateral support for the adjacent wall and to provide lateral support for the Property.

The permanent easement for trail purposes granted herein includes the right of the Grantee, its contractors, agents, and employees to locate, construct, operate, maintain, alter and repair trail facilities

within the described Easement Tract. The trail easement shall be used exclusively for outdoor recreation and commuter activities including, but not limited to, walking, jogging, skating, biking, and uses mandated by state law including, but not limited to, electric personal assistive devices. In addition, motorized vehicles used by the City for maintenance, law enforcement or other public uses will be permitted.

Grantor agrees not to construct fences, retaining walls, buildings, or other obstructions, or perform tillage, plant trees, hinder in any way the flow of surface water, or perform any detrimental operation within the Easement Tract.

Grantee may permit utility companies and other entities to place and maintain power, telephone, gas, tile, water, sewer and other utilities above and/or under the ground within the limits of the Easement Tract. It is not permissible for the cross-arm members of such utility lines to overhang on lands adjacent to the premises herein described.

The temporary easement includes the right of the Grantee, its contractors, agents, and employees to enter upon said Easement Tract at all reasonable times for the purposes of construction, grading, sloping, and restoration purposes, and all purposes ancillary thereto, together with the right to remove trees, shrubs or other vegetation in the Easement Tract, as well as the right to deposit earthen materials within the Easement Tract and to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the project. Said temporary easement expires on December 31, 2019.

The easements granted herein also include the right to cut, trim, or remove from the Easement Tract trees, shrubs, or other vegetation that, in the Grantee's judgment, unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

Grantor, its successors and assigns agree to not modify the roadway slopes, outcrops, roadway ditch configurations, utilities or other modifications or improvements made or placed by Grantee or others pursuant to the direction of Grantee within the Easement Tract.

3. Warranty of Title. The Grantor warrant it is the fee owner of the Property and has the right, title and capacity to convey to the Grantee the easements herein. Grantor also warrants that any judgments or liens against persons or entities with the same or similar names as the Grantor is not against Grantor.

4. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the easement area or Property prior to the date of this instrument.

The Grantor certifies that there are no abandoned wells, septic system components, other obstructions (above or below the ground surface), or known environmental hazards within the Easement Tract.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

Grantor:

*Minnehaha Creek Watershed District, a  
Minnesota governmental body*

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA    )  
                                      ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ of Minnehaha Creek Watershed District, a  
Minnesota governmental body, on behalf of the governmental body.

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

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY  
AND SHOULD BE RETURNED TO:  
WSB & Associates, Inc.  
701 Xenia Avenue South, Suite 300  
Minneapolis, MN 55416

2013-06  
CSAH 20  
PID Number: 19-117-21-11-0081  
Abstract

### EASEMENTS

THIS INSTRUMENT is made by Minnehaha Creek Watershed District, a Minnesota governmental body, Grantors, in favor of the City of Hopkins, a municipal corporation under the laws of the State of Minnesota, Grantee.

#### Recitals

A. Grantor is the fee owner of the following described property in Hennepin County, Minnesota (the "Property"):

**That part of Lot 70, Auditor's Subdivision Number 239, Hennepin County, Minnesota, described as beginning at a point in the West line of said Lot 70 distant 240 feet South of the Northwest corner thereof; thence East parallel to the North line of said Lot 70, 335.6 feet; thence South parallel to the East line of said Lot 70, 146.50; thence deflecting to the right at an angle of 90 degrees for a distance of 180.01 feet; thence deflecting to the left at an angle of 72 degrees to the center line of Minnehaha Creek; thence Northwesterly along the center line of said Creek to the West line of said Lot 70; thence North along the West line of said Lot 70 to the point of beginning; except the West 33 feet and except that part designated and delineated as Parcel 30B, Hennepin County Right of Way Map No. 2. Together with an easement over a ten (10) foot strip of land running from the South line of the above described tract to the Northerly line of Lake Street, the East line of said strip being the Southerly extension of the East line of the above described tract.**

Check here if part or all of the land is Registered (Torrens)

B. Grantor desires to grant to the Grantee easements, according to the terms and conditions contained herein.



Terms of Easements

1. Grant of Easements. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor hereby grants and conveys to the Grantee the following easements (“**Easement Tract**”) as described on Exhibit “A” and depicted on Exhibit “B” attached.

2. Scope of Easements

Grantor agrees not to construct fences, retaining walls, buildings, or other obstructions, or perform tillage, plant trees, hinder in any way the flow of surface water, or perform any detrimental operation within the Easement Tract.

The temporary easement includes the right of the Grantee, its contractors, agents, and employees to enter upon said Easement Tract at all reasonable times for the purposes of construction, grading, sloping, and restoration purposes, and all purposes ancillary thereto, together with the right to remove trees, shrubs or other vegetation in the Easement Tract, as well as the right to deposit earthen materials within the Easement Tract and to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the project. Said temporary easement expires on December 31, 2019.

The easements granted herein also include the right to cut, trim, or remove from the Easement Tract trees, shrubs, or other vegetation that, in the Grantee's judgment, unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

Grantor, its successors and assigns agree to not modify the roadway slopes, out slopes, roadway ditch configurations, utilities or other modifications or improvements made or placed by Grantee or others pursuant to the direction of Grantee within the Easement Tract.

3. Warranty of Title. The Grantor warrants that it is the fee owner of the Property and has the right, title and capacity to convey to the Grantee the easements herein. Grantor also warrants that any judgments or liens against persons or entities with the same or similar names as the Grantor is not against Grantor.

4. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the easement area or Property prior to the date of this instrument.

The Grantor certifies that there are no abandoned wells, septic system components, other obstructions (above or below the ground surface), or known environmental hazards within the Easement Tract.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

Grantor:  
*Minnehaha Creek Watershed District, a  
Minnesota governmental body*

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ of Minnehaha Creek Watershed District, a  
Minnesota governmental body, on behalf of the governmental body.

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

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY  
AND SHOULD BE RETURNED TO:  
WSB & Associates, Inc.  
701 Xenia Avenue South, Suite 300  
Minneapolis, MN 55416