

**Minnehaha Creek Watershed District**

**REQUEST FOR BOARD ACTION**

**MEETING DATE:** March 14, 2019

**TITLE:** Conveyance of temporary easement for Southwest Light Rail Transit construction

**RES. NUMBER:** 19-028

**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: Requesting final action March 14, 2019	

**PURPOSE or ACTION REQUESTED:**

Authorization to convey a temporary construction easement on the District's 325 Blake Road parcel to the Metropolitan Council for construction activities associated with the Southwest Light Rail Transit line.

The proposed action authorizes the District administrator to execute the easement, on advice of counsel, conveying the temporary construction easement for an area of approximately 9,500 square-feet along the southern parcel boundary.

**PROJECT/PROGRAM LOCATION:**

325 Blake Road North, Hopkins MN

**PROJECT TIMELINE:**

2019-2022    Heavy construction of LRT  
2023         Passenger service begins

**SUMMARY:**

The Minnehaha Creek Watershed District (District) and Metropolitan Council (Met Council) have worked in partnership for years to implement numerous impactful community projects along the Minnehaha Creek Greenway and Blake Road Corridor, including projects like the Lake Street stormwater diversion project and the local Met Council sanitary lift station project.

As the Blake Road corridor continues to experience significant change over the next 20 years, a major catalyst for this transformation is the anticipated opening of the Southwest Light Rail Transit Green Line Extension (Southwest LRT) and construction of a station at Blake Road. With the construction contract officially awarded, Met Council has been working to finalize land rights for construction activities in order to initiate heavy construction.

Beyond typical construction activities for the LRT line, the project includes a variety of grade separated components to keep LRT cars and Cedar Regional Trail users separate from vehicles at certain road intersections. The Blake Road LRT crossing is one of the areas where a grade separated trail is being constructed.

In order to keep the tunnel dry, a lift station is being installed to pump stormwater out of the tunnel crossing and up into a filtration swale. Due to the close proximity of the lift station and associated pipe infrastructure, Met Council is requesting a temporary construction easement on the 325 Blake Road site for access and staging. The easement use is specific to the installation of the stormwater elements and the reconstruction of the Cedar Regional trail.

The temporary easement is 9,525 square feet in size along the southern boundary of the 325 Blake Road parcel (attached as exhibit b.1 of the easement document). The size and location is not anticipated to impact future restoration and redevelopment on the 325 Blake Road site.

In addition, the timing of the temporary impacts is not anticipated to result in any added cost to the District regarding its plans for the site, and the parcel will be restored to existing conditions upon completion of the work. Further, the long standing relationship with the Met Council, the continued partnership on planned improvements throughout the Blake Corridor and Minnehaha Creek Greenway, and the beneficial nature of the LRT and trail crossing for future users of the 325 Blake Road site support the conveyance of the temporary easement.

Staff will provide a brief presentation at the March 14, 2019 Board meeting further detailing the easement documents and this request for Board action.

Staff is recommending the MCWD Board of Managers approve resolution 19-028 authorizing the District Administrator to convey the proposed temporary easement on the 325 Blake Road parcel to the Metropolitan Council for construction activities associated with the Southwest LRT line, with non-material changes and on advice of counsel.

**Attachments:**

1. Temporary construction easement and associated exhibits

**RESOLUTION**

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**RESOLUTION NUMBER:**    19-028

**TITLE:**            **Conveyance of temporary easement for Southwest Light Rail Transit construction**

WHEREAS,    the District owns the 325 Blake Road property, acquired in 2011 for the purposes of stream restoration, stormwater management, stream corridor improvements, public land expansion and redevelopment opportunities;

WHEREAS,    Metropolitan Council is constructing the Southwest Light Rail Transit Green Line Extension through the cities of Minneapolis, St. Louis Park, Hopkins, Minnetonka and Eden Prairie, which includes reconstruction of the Cedar Regional Trail; and

WHEREAS,    the Southwest Light Rail Transit Green Line Extension and Cedar Region Trail corridor run adjacent to the 325 Blake Road southern parcel boundary for over 1,000 linear feet; and

WHEREAS,    design and construction of the light rail line includes grade separated elements at certain road intersections to promote safe passage of trail users, including the crossing at Blake Road, near the 325 Blake Road parcel boundary; and

WHEREAS,    due to the close proximity of associated stormwater infrastructure and trail components, Metropolitan Council is requesting a temporary construction easement on the 325 Blake Road site for staging and construction of stormwater elements and reconstruction of the Cedar Regional Trail; and

WHEREAS,    the temporary easement is 9,525 square feet in size along the southern boundary of the 325 Blake Road parcel and, as strictly limited to the area and the time duration provided in the easement, is not anticipated to impact future restoration and redevelopment on the 325 Blake Road site; and

WHEREAS,    the light rail project will support redevelopment throughout the corridor and region that will enhance economic growth, community connectivity, and residential diversity, thereby fostering the MCWD’s achievement of its water resource goals throughout the Minnehaha Creek Greenway and the achievement of other public goals;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers hereby authorizes the District Administrator to convey the proposed temporary easement on the 325 Blake Road parcel to the Metropolitan Council for construction activities associated with the Southwest LRT line, with non-material changes and on advice of counsel.

Resolution Number 19-028 was moved by Manager \_\_\_\_\_, seconded by Manager \_\_\_\_\_.  
Motion to adopt the resolution \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions. Date: \_\_\_\_\_.

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

(Above space is reserved for Recording Information)

**PARCEL P5003**  
**TEMPORARY EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT (“*Agreement*”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the Minnehaha Creek Watershed District, a political subdivision of the State of Minnesota, (“*Grantor*”) and the METROPOLITAN COUNCIL, a public corporation and political subdivision under the law of the State of Minnesota (“*Grantee*”).

**WITNESSETH:**

**WHEREAS**, Grantor is the fee owner of the real property that is legally described on **Exhibit A** attached hereto (the “*Property*”); and

**WHEREAS**, Grantee is constructing a light rail transit system (“*LRT*”) that includes surface and subsurface facilities for trail and stormwater construction and management, for which it needs a temporary construction easement over portions of Grantor’s Property.

**WHEREAS**, Grantor is engaged in sale and redevelopment of the Property, and therefore it and any successor owner of the Property require careful compliance with the termination date of the temporary construction easement;

**NOW THEREFORE**, in consideration of the mutual promises made herein and other consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**1. \_\_\_\_\_ Grant of Temporary Easement.** Grantor hereby grants and conveys to Grantee, its agents, permittees, successors and assigns, the following described easement: A temporary, non-exclusive construction easement over, under and across that part of the Property legally described and depicted on the attached **Exhibit B and B.1** (the “*Temporary Construction Easement Area*”) to occupy in order to locate, install and construct, on and under lands adjacent to the Property, surface and subsurface trail and stormwater management facilities associated with the LRT and associated improvements (the “*Temporary Construction Easement*”). Grantee will not place any permanent structure on or under the Temporary Construction Easement Area.

After the effective date of the Temporary Construction Easement as written below, and until such Temporary Construction Easement has expired, Grantor, its heirs, successors and assigns, will not erect, construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the Temporary Construction Easement or plant any trees, or stockpile construction debris or construction equipment, or change the grade thereof of the Temporary Construction Easement Area without the express written permission of the Grantee.

**2. Term of Temporary Easement.** The Temporary Easement defined above shall commence on the date signed by both parties, and expire on November 1, 2022.

**3. Restoration for Temporary Construction Easement.** Grantee shall restore the Temporary Construction Easement Area substantially to the original surface grade, and restore the surface to the pre-existing condition. Previously vegetated surface may be restored by either grass seeding or sodding.

**4. No Covenant of Ownership.** Grantor makes no representation of title to the Property, and no representation as to the existence or absence of any third-party rights or title encumbrances on the Property. Grantee is responsible to take all steps it deems necessary to determine that no such right or encumbrance interferes with its exercise of the rights granted to it herein. Grantee is responsible to identify any surface or subsurface utilities or other structures and to avoid damage to any such structures.

**5. Notices and Demands.** All notices, requests, demands, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given three (3) business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: Administrator  
Minnehaha Creek Watershed District  
15320 Minnetonka Blvd  
Minnetonka, MN 55345  
Re: 325 Blake Rd LRT Easement

Grantee: Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101-1805  
Attn: Real Estate Office

The provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and shall constitute a covenant running with the land.

**6. Termination or Amendment of Easement.** The Temporary Construction Easement declared, granted, established, and conveyed herein is temporary in nature. This Agreement may be amended only in writing signed by the Parties or their successors and assigns.

**7. Miscellaneous.**

- a. **Further Actions.** The Parties shall execute and deliver all further documents and take all further actions reasonably necessary or appropriate to effectuate this Agreement.
- b. **Time of the Essence.** Time is of the essence of each provision in this Agreement where time is a factor.
- c. **Waiver.** No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.
- d. **Binding Covenants.** The provisions herein shall be deemed covenants that run with the land, and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- e. **Assignment.** Grantee may assign this Agreement or any part hereof, exclusively or non-exclusively, only for trail and stormwater management facility installation and construction purposes.
- f. **Indemnification.** Grantee will defend and hold harmless Grantor, its managers, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from the negligent or willful act or omission of Grantee, Grantee's contractor or subcontractor, or any other party acting by Grantee's leave or forbearance under authority of this Agreement.
- g. **Governing Law.** This Agreement has been made under the laws of the State of Minnesota and such laws shall control its interpretation.
- h. **Counterparts.** This Agreement and any amendments to this Agreement may be executed in counterparts, each of which shall be fully effective and all of which together shall constitute the same instrument.
- i. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- j. **No Presumption against Drafter.** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

*[The remainder of this page is intentionally left blank.]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first set forth above.

**METROPOLITAN COUNCIL,**  
a public corporation and political subdivision under the laws of  
the State of Minnesota,

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

Name: Meredith Vadis

Title: Regional Administrator

STATE OF MINNESOTA  
COUNTY OF RAMSEY

On the \_\_\_\_ day of \_\_\_\_\_, 2019, before me a notary public within and for the County of Ramsey, appeared Meredith Vadis, the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota and acknowledged that she executed said instrument on behalf of the Metropolitan Council by authority of its Board.

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

**MINNEHAHA CREEK WATERSHED DISTRICT,** a political  
subdivision of the State of Minnesota

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

James Wisker, Administrator

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James Wisker as Administrator, Minnehaha Creek Watershed District.

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

This instrument drafted by:

Office of the General Counsel  
Metropolitan Council  
390 North Robert Street  
Saint Paul, MN 55101



## **EXHIBIT A**

### **PROPERTY DESCRIPTION**

That part of Lot 97, Auditor's Subdivision No. 239, Hennepin County, Minnesota, described as follows:

Beginning at the point of intersection of the East line of Monck Avenue, (as shown on the recorded plat of said subdivision), with the most Northerly right of way line of the Minneapolis & St. Louis Railway Company; thence in a Northeasterly direction along said Northerly right of way line, a distance of 845 feet to a point; thence South parallel with and 845 feet from the East line of Monck Avenue, (as shown on the recorded plat of said subdivision) a distance of 14.48 feet to a point; thence in a Southwesterly direction parallel with and 13 feet from the most Northerly right of way line, a distance of 845 feet to a point on said East line of Monck Avenue, (as shown on the recorded plat of said subdivision) a distance of 14.48 feet to the point of beginning, except that part of Lot 97 which is designated and delineated as Parcel 29A, Hennepin County Right of Way Map No. 2, according to the map thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota, all being located on the Southeast Quarter of the Northeast Quarter of Section 19, Township 117 North, Range 21 West of the 5th Principal Meridian.

**EXHIBIT B**

**TEMPORARY CONSTRUCTION EASEMENT AREA DESCRIPTION**

*[see attached description]*

**EXHIBIT B.1**

**TEMPORARY CONSTRUCTION EASEMENT AREA DEPICTION**

*[see attached depiction]*

A temporary easement for construction purposes over, under and across that part of the following parcel:

That part of Lot 97, Auditor's Subdivision No. 239, Hennepin County, Minnesota, described as follows: Beginning at the point of intersection of the East line of Monck Avenue, (as shown on the recorded plat of said subdivision), with the most Northerly right of way line of the Minneapolis & St. Louis Railway Company; thence in a Northeasterly direction along said Northerly right of way line, a distance of 845 feet to a point; thence South parallel with and 845 feet from the East line of Monck Avenue, (as shown on the recorded plat of said subdivision) a distance of 14.48 feet to a point; thence in a Southwesterly direction parallel with and 13 feet from the most Northerly right of way line, a distance of 845 feet to a point on said East line of Monck Avenue, (as shown on the recorded plat of said subdivision) a distance of 14.48 feet to the point of beginning, except that part of Lot 97 which is designated and delineated as Parcel 29A, Hennepin County Right of Way Map No. 2, according to the map thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota, all being located on the Southeast Quarter of the Northeast Quarter of Section 19, Township 117 North, Range 21 West of the 5th Principal Meridian.

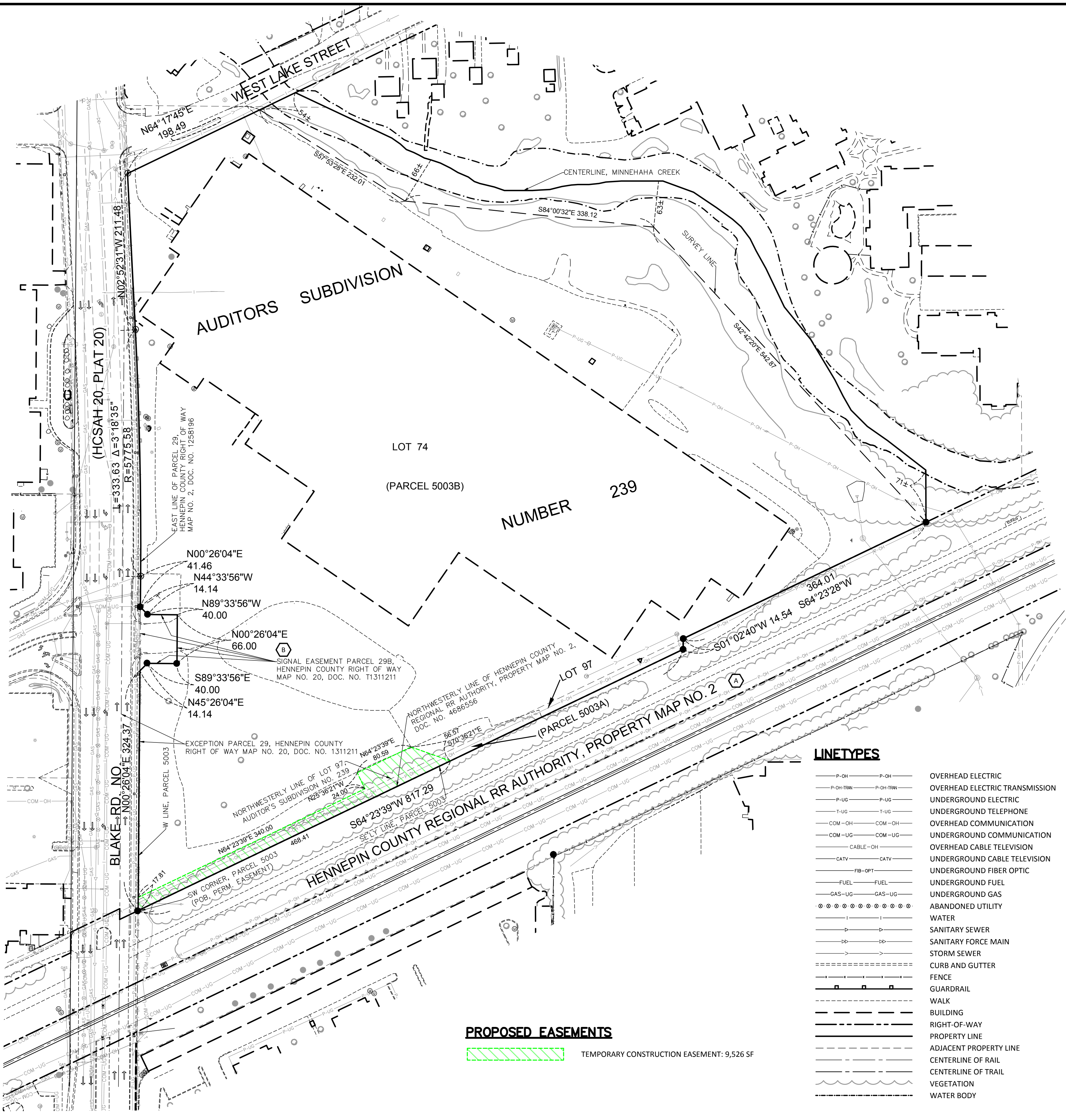
TOGETHER WITH

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

Described as follows:

Beginning at the southwest corner of the above described parcel; thence on an assumed bearing of North 00 degrees 26 minutes 04 seconds East, along the west line of the above described parcel, a distance of 17.81 feet; thence North 64 degrees 23 minutes 39 seconds East a distance of 340.00 feet; thence North 25 degrees 36 minutes 21 degrees West a distance of 24.00 feet; thence North 64 degrees 23 minutes 39 seconds East a distance of 80.59 feet; thence South 70 degrees 36 minutes 21 seconds East a distance of 56.57 feet to the southeasterly line of the above described parcel; thence South 64 degrees 23 minutes 39 seconds West, along said southeasterly line, a distance of 468.41 feet to the point of beginning.





**SURVEY NOTES**

1. The horizontal datum of this map is based on the Hennepin County Coordinate System which is related to the Minnesota State Plane Coordinate System NAD 83 (2007) Adjustment South Zone.
2. The planimetric features shown on this map are as prepared by Aero-Metric, Inc. from aerial data and imagery collected in April 2012, as supplemented by field surveys completed by Sambatek, Inc.
3. Horizontal Positional Accuracy: using the National Standard for Spatial Data Accuracy, the data set tested 0.14 feet horizontal accuracy at a 95% confidence level.
4. Vertical Positional Accuracy: using the National Standard for Spatial Data Accuracy, the data set tested 0.10 feet vertical accuracy at 95% confidence level.
5. This survey was prepared utilizing Metropolitan Council title opinions, Project No. 61001, Parcel 6003a and 6003b, both dated 03/27/2018.

**PROPERTY NOTES**

1. Subject's property's address is 325 Blake Rd N, Hopkins, MN 55343, its property identification number is 19-117-21-14-0002.
2. The gross area of the subject property is 16.831 acres or 733,148 square feet.
3. The subject property is zoned I-2, General Industrial per city of Hopkins zoning map accessed 05/07/2018.

**PROPERTY LEGAL DESCRIPTION**

Parcel 5003a:  
That part of Lot 97, Auditor's Subdivision No. 239, Hennepin County, Minnesota, described as follows: Beginning at the point of intersection of the East line of Monck Avenue, (as shown on the recorded plat of said subdivision), with the most Northerly right of way line of the Minneapolis & St. Louis Railway Company; thence in a Northeasterly direction along said Northerly right of way line, a distance of 845 feet to a point; thence South parallel with and 845 feet from the East line of Monck Avenue, (as shown on the recorded plat of said subdivision) a distance of 14.48 feet to a point; thence in a Southwesterly direction parallel with and 13 feet from the most Northerly right of way line, a distance of 845 feet to a point on said East line of Monck Avenue, (as shown on the recorded plat of said subdivision) a distance of 14.48 feet to the point of beginning, except that part of Lot 97 which is designated and delineated as Parcel 29A, Hennepin County Right of Way Map No. 2, according to the map thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota, all being located on the Southeast Quarter of the Northeast Quarter of Section 19, Township 117 North, Range 21 West of the 5th Principal Meridian.

Parcel 5003b:  
Lot 74, Auditor's Subdivision No. 239, Hennepin County, Minn., except that part of said Lot 74 which is designated and delineated as Parcel 29, Hennepin County Right of Way Map No. 2.

Subject to a permanent easement for signal purposes over all that part of Lot 74, Auditor's Subdivision Number 239, which is designated and delineated as Parcel 29B, Hennepin County Right of Way Map No. 2, as shown in deed Doc. No. 1311211.

**PROPOSED TEMPORARY EASEMENT LEGAL DESCRIPTION**

A temporary easement for construction purposes over, under and across that part of the following parcel:  
That part of Lot 97, Auditor's Subdivision No. 239, Hennepin County, Minnesota, described as follows: Beginning at the point of intersection of the East line of Monck Avenue, (as shown on the recorded plat of said subdivision), with the most Northerly right of way line of the Minneapolis & St. Louis Railway Company; thence in a Northeasterly direction along said Northerly right of way line, a distance of 845 feet to a point; thence South parallel with and 845 feet from the East line of Monck Avenue, (as shown on the recorded plat of said subdivision) a distance of 14.48 feet to a point; thence in a Southwesterly direction parallel with and 13 feet from the most Northerly right of way line, a distance of 845 feet to a point on said East line of Monck Avenue, (as shown on the recorded plat of said subdivision) a distance of 14.48 feet to the point of beginning, except that part of Lot 97 which is designated and delineated as Parcel 29A, Hennepin County Right of Way Map No. 2, according to the map thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota, all being located on the Southeast Quarter of the Northeast Quarter of Section 19, Township 117 North, Range 21 West of the 5th Principal Meridian.

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

Described as follows:  
Beginning at the southwest corner of the above described parcel; thence on an assumed bearing of North 00 degrees 26 minutes 04 seconds East, along the west line of the above described parcel, a distance of 17.81 feet; thence North 64 degrees 23 minutes 39 seconds East a distance of 340.00 feet; thence North 25 degrees 36 minutes 21 seconds West a distance of 24.00 feet; thence North 64 degrees 23 minutes 39 seconds East a distance of 80.59 feet; thence South 70 degrees 36 minutes 21 seconds East a distance of 56.57 feet to the southeasterly line of the above described parcel; thence South 64 degrees 23 minutes 39 seconds West, along said southeasterly line, a distance of 468.41 feet to the point of beginning.

Said easement to expire \_\_\_\_\_

**SUBJECT PROPERTY**

- The following comments reference notes from Page 2 of the title opinion for Parcel 5003b:
- A certain Declaration of Restrictive Covenants, dated November 4, 2007, and recorded November 6, 2007 as Document No. 5061387, in favor of Atlas Cold Storage, LLC, prohibits, for a period of 30 years, any successor owner from selling or leasing any or all of the subject property or its improvements to any of the following entities or affiliates thereof: Newport-St. Paul Cold Storage Company; J&B Cold Storage, LLC; Cloverleaf Cold Storage Co.; Triangle Warehouse, Inc.; or St. Cloud Cold Storage, Inc. See attached document. **Not survey related.**
  - A certain Hennepin County Regional Railroad Authority Property Map No. 2, dated and recorded January 13, 1989 as Document No. 5496762, depicts railroad right of way easements impacting the subject property. See attached document. **Hennepin County Regional Railroad Authority right of way is shown on the survey.**
- The following comments reference notes from Page 2 of the title opinion for Parcel 5003a:
- A certain warranty deed dated April 24, 1978 and recorded January 2, 1979 as Document No. T1311211 in favor of Hennepin County creates a permanent easement for signal purposes over all that part of Lot 74, Auditor's Subdivision Number 239, which is designated and delineated as Parcel 29B, Hennepin County Right of Way Map No. 2. See attached document. **Easement is shown on the survey.**
  - A certain Declaration of Restrictive Covenants, dated November 4, 2007, and recorded November 6, 2007 as Document No. T4443349, prohibits, for a period of 30 years, any successor owner from selling or leasing any or all of the subject property or its improvements to any of the following entities or affiliates thereof: Newport-St. Paul Cold Storage Company; J&B Cold Storage, LLC; Cloverleaf Cold Storage Co.; Triangle Warehouse, Inc.; or St. Cloud Cold Storage, Inc. See attached document. **Not survey related.**
  - A certain Hennepin County Regional Railroad Authority Property Map No. 2, dated January 13, 1989, and recorded September 16, 2009 as Document No. T4686556, depicts railroad right of way impacting the subject property. See attached document. **Hennepin County Regional Railroad Authority right of way is shown on the survey.**

**TOPOGRAPHIC SYMBOLS**

- FOUND R/W MONUMENT
- FOUND PROPERTY CORNER
- ⊙ FOUND CAST IRON MONUMENT
- ⊕ FOUND JUDICIAL LAND MARK
- ⊗ CATCH BASIN
- ⊙ STORM MANHOLE
- ⊙ SANITARY MANHOLE
- ⊙ SANITARY CLEANOUT
- ⊙ WATER MANHOLE
- ⊙ WATER GATE VALVE MANHOLE
- ⊙ WATER VALVE
- ⊙ WATER METER
- ⊙ CORP STOP
- ⊙ HYDRANT
- ⊙ ELECTRIC METER
- ⊙ ELECTRIC TRANSFORMER
- ⊙ ELECTRIC PANEL
- ⊙ ELECTRIC MANHOLE
- ⊙ ELECTRIC BOX
- ⊙ GAS VALVE
- ⊙ GAS METER
- ⊙ TRAFFIC SIGNAL
- ⊙ LIGHT POLE
- ⊙ HAND HOLE STRUCTURE
- ⊙ CABLE TELEVISION
- ⊙ COMMUNICATION STRUCTURE
- ⊙ TELEPHONE STRUCTURE
- ⊙ TELEPHONE MANHOLE
- ⊙ FIBER OPTIC MANHOLE
- ⊙ UTILITY POLE
- ⊙ UTILITY POLE WITH LIGHT
- ⊙ TREE, DECIDUOUS
- ⊙ TREE, CONIFEROUS
- ⊙ CAMERA
- ⊙ MONITOR WELL
- ⊙ BOLLARD
- ⊙ SIGN
- ⊙ FLAG POLE
- ⊙ UNIDENTIFIED STRUCTURE
- ⊙ EXISTING DIRECTIONAL LANE USE

**LINETYPES**

- P-OH — OVERHEAD ELECTRIC
- P-OH-TRN — OVERHEAD ELECTRIC TRANSMISSION
- P-UG — UNDERGROUND ELECTRIC
- T-UG — UNDERGROUND TELEPHONE
- COM-OH — OVERHEAD COMMUNICATION
- COM-UG — UNDERGROUND COMMUNICATION
- CABLE-OH — OVERHEAD CABLE TELEVISION
- CATV — UNDERGROUND CABLE TELEVISION
- FIB-OPT — UNDERGROUND FIBER OPTIC
- FUEL — UNDERGROUND FUEL
- GAS-UG — UNDERGROUND GAS
- ABANDONED UTILITY
- WATER
- SANITARY SEWER
- SANITARY FORCE MAIN
- STORM SEWER
- CURB AND GUTTER
- FENCE
- GUARDRAIL
- WALK
- BUILDING
- RIGHT-OF-WAY
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE OF RAIL
- CENTERLINE OF TRAIL
- VEGETATION
- WATER BODY

**PROPOSED EASEMENTS**

TEMPORARY CONSTRUCTION EASEMENT: 9,526 SF

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
1	12/07/2018	DL	KED	DL	Revised proposed easement
0	05/11/2018	DL	CEJ	DL	

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Keith E Dahl*

KEITH E DAHL  
DATE: 12/07/2018 LIC. NO.: 18418

**BOUNDARY & PROPOSED EASEMENT SURVEY**  
PARCEL NUMBER P5003  
HOPKINS, MINNESOTA

Doc. 07 2018 11:46 am L:\PROJECTS\1919092\CAD\OVERALL\MISC\BOUNDARY & PROPERTY EASEMENTS\19-117-21-14-0002.dwg Bk. dlmehsch