

**Agreement for the Restoration of Brown's Creek,
Dedicating an Irrevocable Term License, and
Committing to Convey a Maintenance Easement**

**Between the Beltram H. Van Tassel, an individual, and Barbara Van Tassel, an
individual, and Beltram H. Van Tassel and Barbara Van Tassel as trustees
for the Beltram H. Van Tassel Revocable Trust and
Brown's Creek Watershed District**

This agreement is made by and between Beltram H. Van Tassel, an individual, and Barbara Van Tassel, an individual, and Beltram H. Van Tassel and Barbara Van Tassel as trustees for the Beltram H. Van Tassel Revocable Trust (collectively, Van Tassels) and Brown's Creek Watershed District, a special purposes governmental entity of the State of Minnesota with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D (BCWD), for purposes of conveyance by Van Tassel to BCWD of temporary and ongoing property rights necessary for construction and maintenance of a creek-improvement project.

RECITALS

A. Van Tassels are the owners in fee simple of 4.6 acres of certain real property at 13093 McKusick Rd North in the City of Stillwater, Washington County, legally described as:

That part of the east 335 feet of the west 650 feet of the northwest quarter of the southwest quarter of section 20, township 30 north, range 20 west, Washington County, Minnesota, lying southerly of the southerly line of Washington County Highwater Right of Way No. 85 - County Road 64, recorded as Document No. 714569 in the office of the County Recorder, Washington County, Minnesota, and lying northerly of the northerly line of the Minnesota Transportation Museum property, formerly the Stillwater St. Paul Railroad Company property, as describe Book "U" of Deeds, page 499, on file and of record in said office of the County Recorder, Washington County, Minnesota.

(the Van Tassel Property).

B. Whereas Brown's Creek Watershed District has an approved and adopted watershed resources management plan in fulfillment of Minnesota Statutes section 103B.231 including policies committing BCWD to the improvement of the water quality and ecological integrity of Brown's Creek and its tributaries, including maintaining a viable cold-water fishery and maintaining the hydrology and geomorphology of Brown's Creek and its tributaries required for stream equilibrium and health, and the capital improvements program in the plan includes creek-restoration projects addressing impairments of Brown's Creek for turbidity and fish-bioassessments identified in the Brown's Creek Total Maximum Daily Load Plan (2012) and the Brown's Creek Thermal Study (2016), including improvement of reaches categorized as having degraded stream

channel geomorphology by addressing lack of buffer, stream width, overhanging banks, and profile and alignment;

C. Whereas at the direction of the BCWD Board of Managers to address the impairments and improve the ecological health of Brown's Creek, the BCWD staff and engineer developed a conceptual design for restoration of roughly 2,000 feet of the creek from McKusick Road just upstream of Brown's Creek Park to just downstream of the Brown's Creek State Trail in Stillwater, and the design includes:

- reconnection of cutoff meanders, pattern adjustments to increase stream sinuosity, and grade control to reconnect the floodplain adjacent to the creek;
- reconnect the floodplain and remove invasive species from the bank and upstream areas along the reach;
- bank shaping and selective tree thinning to promote herbaceous understory growth;
- restoration of fish habitat with rock riffles and pools to increase spawning opportunities and provide stable refuge for macroinvertebrates;
- establishment and maintenance of vegetation; and
- improved access to the creek from Brown's Creek State Trail.

(Altogether, the elements listed here constitute and are referred to as "the Project" for purposes of this agreement.) The Project will also include the development and implementation of a plan for post-construction maintenance and repair of the Project (the Maintenance Plan).

D. Whereas the Project includes work on the Van Tassel Property, among others, and the Van Tassels have agreed to provide rights to access and use the Van Tassel Property to facilitate implementation and maintenance of the Project;

E. Whereas after presentation by staff and the engineer of the concept for and assessment of the feasibility of the Project at its July 2023 regular meeting and a duly noticed public hearing pursuant to Minnesota Statutes section 103B.251, subdivision 3, at its September 2023 regular meeting, the managers adopted BCWD Resolution 23-04, ordering the Project; and

F. Construction of the Project will benefit Van Tassels by stabilizing and improving the Van Tassel Property, securing it against loss from erosion, and benefitting the public generally by mitigating risk of flooding and improving the ecological health of the creek and wildlife habitat. The parties acknowledge in executing this agreement that sufficient mutual consideration is exchanged under the terms hereof, and that this agreement sets forth obligations that are duly binding on the parties.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this agreement, and other good and valuable consideration, and to facilitate the Project for the benefit of the public, the parties agree as follows:

1. Approval of design and plans. BCWD has contracted with the BCWD engineer, Emmons & Olivier Resources Inc., for the preparation of a design and plans for the Project, attached hereto and incorporated herein as Exhibit A. By their signature hereunder, Van Tassels approve the plans and design in Exhibit A. BCWD makes no warranty to the Van Tassels regarding the BCWD engineer's or another third party's performance in design, construction or construction management for the Project.

2. License

- a. **Grant of license.** Van Tassels hereby grant and convey to BCWD, its contractors, agents, successors and assigns, an irrevocable term license over, under, upon and across that portion of the Van Tassel Property shown and labeled "Construction Area" on Exhibit B, attached hereto and incorporated herein, for purposes of access to and construction on the Van Tassel Property to construct the Project (the License). The License includes the right of ingress and egress and to pass over and through the Construction Area on foot and using motorized equipment for staging of construction, construction and implementation of the Project and the right to plant, install stabilization techniques, alter existing grades and perform grading and filling within the Construction Area necessary to achieve the intended purposes of the Project. The rights granted hereby include the right to lay and maintain temporary utilities across or above the surface of the Construction Area for purposes of implementation and construction of the Project.
- b. **Restrictions on Van Tassels' use of the Construction Area.** During the term of the License, Van Tassels will not use the Construction Area in any manner that would damage or interfere with the Project. Specifically, any grading, filling or alteration of the surface of the Construction Area by any party other than BCWD, its contractors, agents, successors or assigns, or the construction of any hard-surfaced areas, fences, sheds, structures or similar improvements within the Construction Area is prohibited. Van Tassels may use and enjoy the Van Tassel Property and the Construction Area for all purposes, but such use and enjoyment is subject to the restrictions stated herein and the temporary right of BCWD to use the same for the purposes herein expressed.
- c. **No public access or use.** No right of access or use of the Van Tassel Property is granted to the general public by this License.

3. Property Condition. On completion of construction of the Project, BCWD will restore the Van Tassel Property to materially the same condition as existed prior to the commencement of construction, except to the degree that the Van Tassel Property is improved by the Project. In the event the Van Tassel Property is damaged by the activities of BCWD or its contractors, agents or assigns pursuant to the exercise of any of BCWD's rights under this agreement, BCWD will promptly repair or restore the Van Tassel Property to the extent reasonably practicable or to a condition agreed to by BCWD and

Van Tassels. BCWD will repair, seed or plant disturbed or damaged areas with vegetation suitable for Van Tassels' intended uses of the Van Tassel Property. Van Tassels agree and acknowledge that BCWD will not be responsible for any preexisting conditions on the Van Tassel Property, environmental or otherwise, or for any damage to the Van Tassel Property or liability arising out of or related to such preexisting conditions.

4. BCWD's ongoing specific rights and duties. In addition to its rights and responsibilities for fulfillment of the terms of this agreement as provided herein, BCWD has rights and duties as follows:

- a. BCWD will contract with the BCWD engineer for construction oversight and otherwise manage the implementation of the Project in accordance with the design and plans in Exhibit A.
- b. In contracting for the construction of the Project, BCWD will require that:
 - i. The contractor restrict all of its activities to the Construction Area of the Van Tassel Property as specified in section 2 herein.
 - ii. The contractor name the Van Tassels as an additional insured for general liability with primary and noncontributory coverage and provide a certificate showing same prior to start of construction.
 - iii. The contractor indemnify, defend and hold harmless the Van Tassels from any and all actions, costs, damages and liabilities of any nature arising from the contractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty, or a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by the contractor to BCWD.
 - iv. The contractor extend all warranties applicable to the Van Tassel Property to the Van Tassels.
 - v. The contractor assess the need for and obtain all permits and other regulatory approvals applicable to the Project on behalf of BCWD and the Van Tassels.
- c. BCWD will notify Van Tassels at least 10 calendar days prior to commencement of construction of the Project, and within 10 days of substantial completion of construction. (For purposes of this agreement and the Project generally, "substantial completion" is defined as completion of all elements of the Project as described herein for the intended purposes of the Project, except establishment and maintenance of vegetation, and implementation of the Maintenance Plan, as specified and defined in paragraph 6c herein, all of which will continue after substantial completion.)
- d. BCWD will consult with Van Tassels in advance of making any material change in the design and plans in Exhibit A.

- e. BCWD will provide Van Tassels with as-built drawings of the portion of the Project on the Van Tassel Property and a draft Maintenance Plan within 60 days of substantial completion of construction.
- f. BCWD will commence performance or contract for the performance of maintenance of the Project on receipt of the executed Maintenance Easement and approval of a draft of the Maintenance Plan, both as specified and defined in paragraphs 6b and 6c herein. As between BCWD and Van Tassels, BCWD will retain responsibility for establishment of vegetation and implementation of the Maintenance Plan.
- g. Until substantial completion of the Project, if BCWD, in its judgment, should decide that the Project is infeasible, BCWD, at its option, may declare the agreement rescinded and annulled. If BCWD so declares, all obligations herein, performed or not, will be void and, if land-disturbing activities for the Project have commenced, BCWD will return the Van Tassel Property materially to its prior condition or to a condition agreed to in writing by Van Tassels and BCWD.

5. Van Tassels' ongoing specific rights and duties. In addition to its rights and responsibilities for fulfillment of the terms of this agreement as provided herein, Van Tassels have rights and duties as follows:

- a. Van Tassels will cooperate with efforts undertaken by BCWD and its contractors to obtain permits and approvals needed for the Project, and by their execution below Van Tassels authorize BCWD to apply for such permits and approvals on their behalf.
- b. *Commitment to execute maintenance easement.* When BCWD notifies the Van Tassels of substantial completion of construction of the Project and provides Van Tassels with final construction drawing(s) of the portions of the Project on the Van Tassel Property, Van Tassels will attach the final construction drawing(s) provided by BCWD and execute a maintenance easement substantially in the form attached to and incorporated herein as Exhibit C (the Maintenance Easement). The Maintenance Area, as defined in the Maintenance Easement, will not extend outside of the Construction Area as shown in Exhibit B, and the Maintenance Area defined in the Maintenance Easement will encompass no greater area than that described as the Construction Area in this license, as shown in Exhibit B.
- c. *Review and approval of the Maintenance Plan.* In accordance with paragraphs 4e and 4f, BCWD will timely provide a draft of the Maintenance Plan to Van Tassels for their cooperation in the development of the Maintenance Plan. In addition, Van Tassels will have 60 days from receipt to review and approve the final draft Maintenance Plan submitted in accordance with paragraph 4f herein. Failure to act within the specified time will constitute approval. Van Tassels' approval will not be unreasonably withheld.

6. **Costs.** As between the parties, BCWD will be responsible for all costs of design, specification, construction, construction oversight and management for the Project, and development and implementation of the Maintenance Plan. Van Tassels will dedicate the License and the Maintenance Easement pursuant to the terms of this agreement at no cost to BCWD. In addition, the parties each will bear their own incidental costs of determination and completion of their responsibilities and exercise of their rights hereunder.

7. **Insurance.** BCWD will require its contractors, agents, successors and assigns to carry commercial general liability coverage for injury to or death of a person or persons and for damage to property caused by the performance of the Project. Van Tassels will remain solely responsible for maintaining liability and other insurance for their own use of and authority over the Van Tassel Property.

8. **Term.** The License granted hereunder will expire two years from the date of execution of this agreement or on recordation in the office of the Washington County Recorder by BCWD of the Maintenance Easement, whichever occurs sooner. Van Tassels may revoke the License prior to its expiration only on written concurrence of BCWD. All other rights, obligations and duties hereunder will survive termination of the License, including but not limited to Van Tassels' obligation under paragraph 6b hereunder.

9. **Delivery of Notices.** All notices required or permitted under this agreement will be in writing and will be deemed delivered when personally delivered, delivered by documented courier delivery or mailed by United States registered or certified mail, return receipt requested, at the address below or to such other address as a party may designate by a written notice to the other.

If to Van Tassels: Beltram H. and Barbara Van Tassel
13093 McKusick Road North
Stillwater, MN

If to BCWD: Brown's Creek Watershed District
Attn: Administrator
455 Hayward Ave North
Oakdale, MN 55128
KKill@mnwcd.org
651-330-8220

10. **Severability.** If any one or more of the provisions of this agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this agreement and all other applications of any such provision will not be affected thereby.

11. Venue; governing law. Venue for any adjudication arising from this agreement will be in the district court of Washington County, Minnesota, and the agreement will be construed and governed by the laws of the State of Minnesota.

12. No waiver of immunity. No provision of this agreement will be interpreted as a waiver of any statutory or common-law immunity by or limitation of liability available to BCWD, all such immunities and limitations being expressly reserved by BCWD.

IN WITNESS WHEREOF, the undersigned have executed this agreement with the intent to be legally bound by its terms as of the date this agreement is fully executed by both parties.

Van Tassels

_____ Date: _____
By Barbara Van Tassel, as trustee of the Beltram H. Van Tassel Revocable Trust

_____ Date: _____
By Barbara Van Tassel, individually

_____ Date: _____
By Beltram H. Van Tassel, as trustee of the Beltram H. Van Tassel Revocable Trust

_____ Date: _____
By Beltram H. Van Tassel, individually

Brown's Creek Watershed District

_____ Date: _____
By Karen Kill
Its administrator

Approved as to form and execution

BCWD counsel

EXHIBIT A

Project Design & Plans

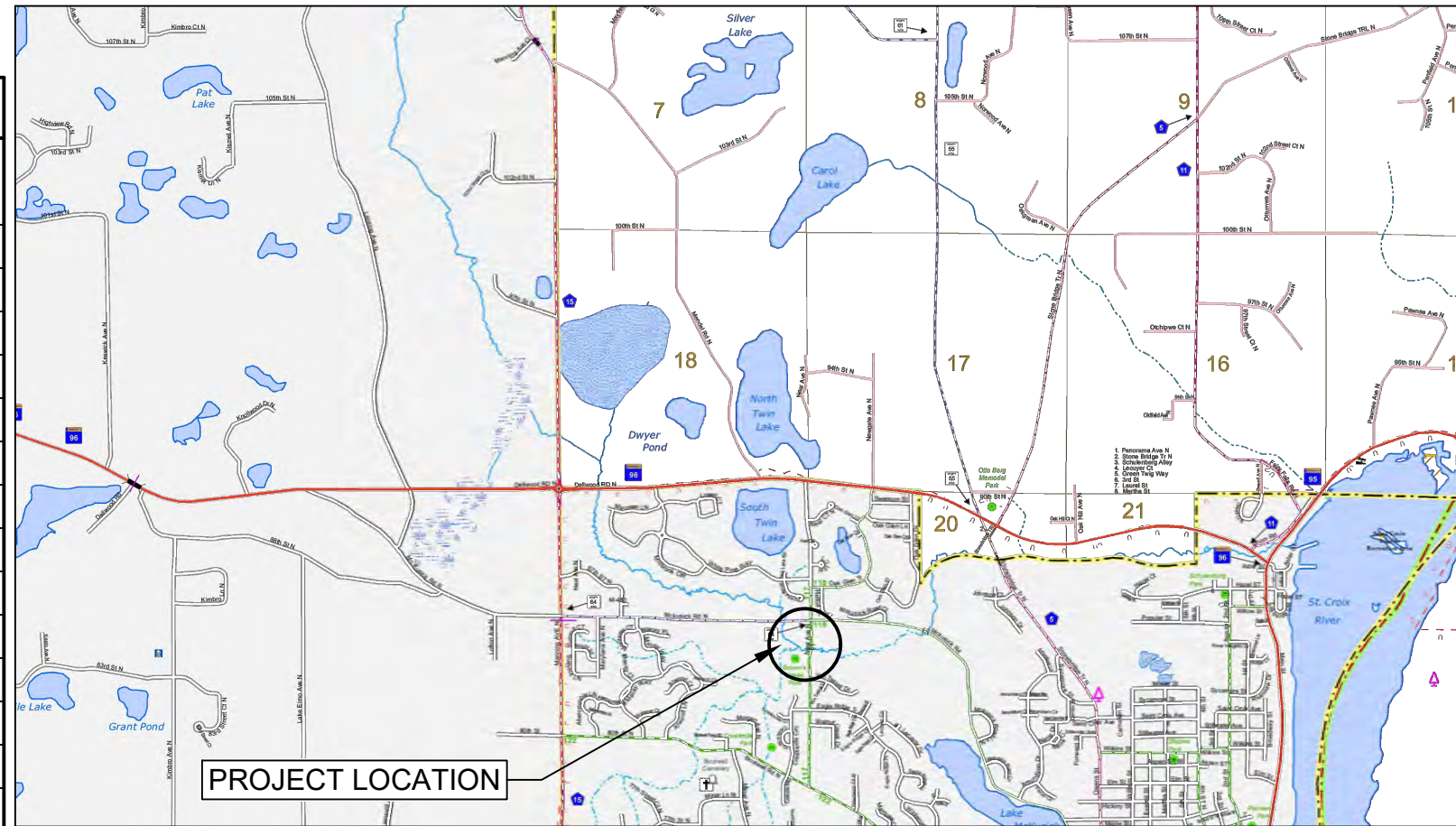
BROWN'S CREEK WATERSHED DISTRICT BROWN'S CREEK PARK STREAM RESTORATION

WASHINGTON COUNTY, STILLWATER, MN

95% DESIGN PLAN SET

Sheet List Table

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PROJECT LOCATION, REFERENCE MAP

GENERAL NOTES

EXISTING UTILITIES

THE LOCATION OF UNDERGROUND FACILITIES AND/OR STRUCTURES AS SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME THE PLANS WERE PREPARED AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT.

THE SUBSURFACE UTILITY INFORMATION SHOWN IS UTILITY QUALITY LEVEL D, AS DETERMINED USING THE GUIDELINES OF "C/ASCE 38-02 STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION OF SAID UTILITIES DURING THE COURSE OF WORK.

CONSTRUCTION NOTE

CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO MAINTAIN OPERATION OF EXISTING UTILITIES THROUGHOUT THE DURATION OF THE PROJECT. IN THE EVENT THAT AN INTERRUPTION OF SERVICE IS UNAVOIDABLE IN ORDER TO COMPLETE THE WORK, CONTRACTOR SHALL PROVIDE ADEQUATE NOTIFICATION TO ALL AFFECTED ENTITIES A MINIMUM OF 3 WORKING DAYS IN ADVANCE OF ANY INTERRUPTION.

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING FIELD MANUAL FOR TEMPORARY CONTROL ZONE LAYOUTS.

GOPHER STATE ONE-CALL

IT IS THE LAW THAT ANYONE EXCAVATING AT ANY SITE MUST NOTIFY GOPHER STATE ONE CALL (GSOC) SO THAT UNDERGROUND ELECTRIC, NATURAL GAS, TELEPHONE OR OTHER UTILITY LINES CAN BE MARKED ON OR NEAR YOUR PROPERTY BEFORE ANY DIGGING BEGINS. A 48-HOUR NOTICE, NOT INCLUDING WEEKENDS, IS REQUIRED. CALLS CAN BE MADE TO GSOC AT 1-800-252-1166 OR (651) 454-0002, MONDAY THROUGH FRIDAY (EXCEPT HOLIDAYS) FROM 7 A.M. TO 5 P.M.



NOT FOR CONSTRUCTION



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DESIGNED BY: EOR
DRAWN BY: DEM
CHECKED BY: MJM



**BROWN'S CREEK PARK
STREAM RESTORATION**
WASHINGTON COUNTY, STILLWATER, MN

EOR JOB #0041-0418



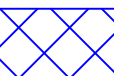
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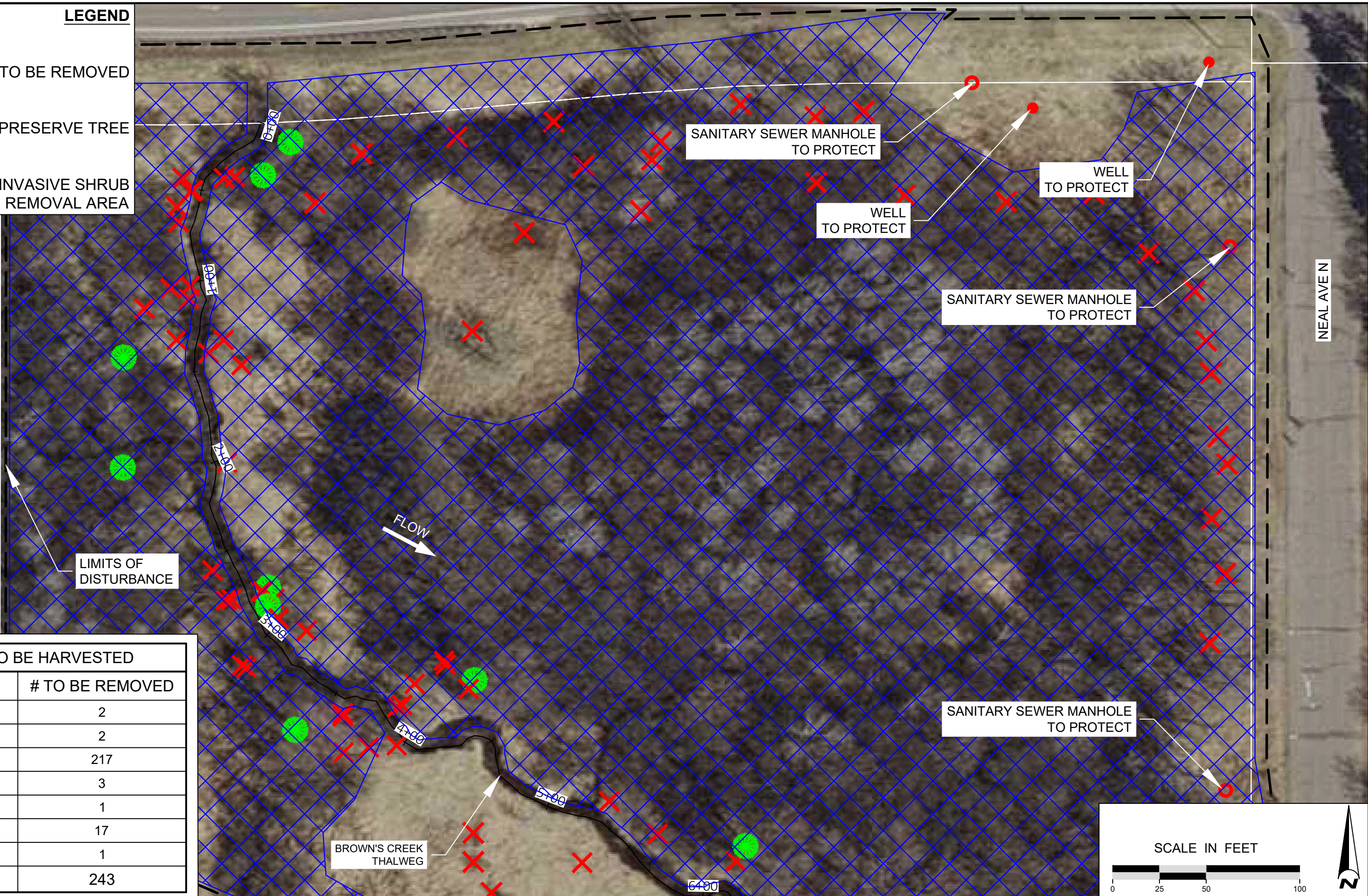
BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

TITLE SHEET

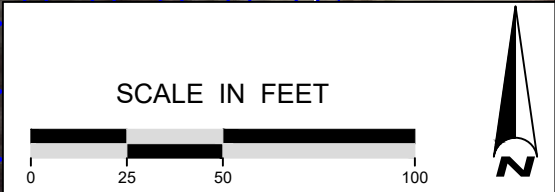
SHEET 01 OF 28

LEGEND

-  TREE TO BE REMOVED
-  PRESERVE TREE
-  INVASIVE SHRUB REMOVAL AREA



TREES TO BE HARVESTED	
TREE TYPE	# TO BE REMOVED
AMERICAN ELM	2
BLACK WILLOW	2
BOX ELDER	217
CRAB APPLE	3
COTTONWOOD	1
SILVER MAPLE	17
SPRUCE	1
TOTAL	243



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 CHECKED BY: MJM
 EOR JOB #0041-0418



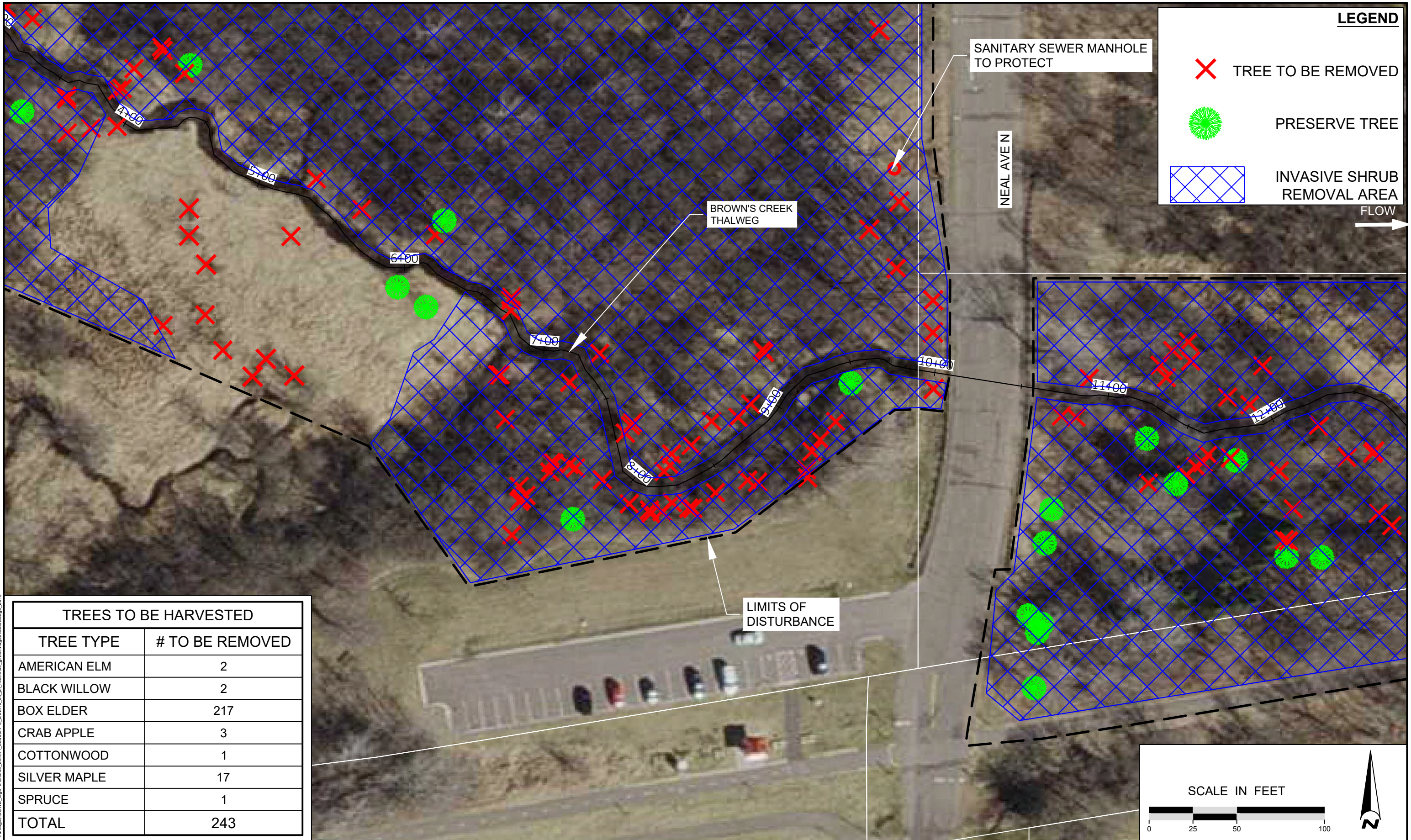
**BROWN'S CREEK PARK
 STREAM RESTORATION**
 WASHINGTON COUNTY, STILLWATER, MN
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

TREE HARVEST PLAN 1
 SHEET 04 OF 28

LEGEND

-  TREE TO BE REMOVED
-  PRESERVE TREE
-  INVASIVE SHRUB REMOVAL AREA

FLOW 



TREES TO BE HARVESTED	
TREE TYPE	# TO BE REMOVED
AMERICAN ELM	2
BLACK WILLOW	2
BOX ELDER	217
CRAB APPLE	3
COTTONWOOD	1
SILVER MAPLE	17
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TOTAL	243

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DESIGNED BY: EOR
 DRAWN BY: DEM
 CHECKED BY: MJM
 EOR JOB #0041-0418





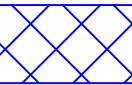
**BROWN'S CREEK PARK
 STREAM RESTORATION**
 WASHINGTON COUNTY, STILLWATER, MN
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

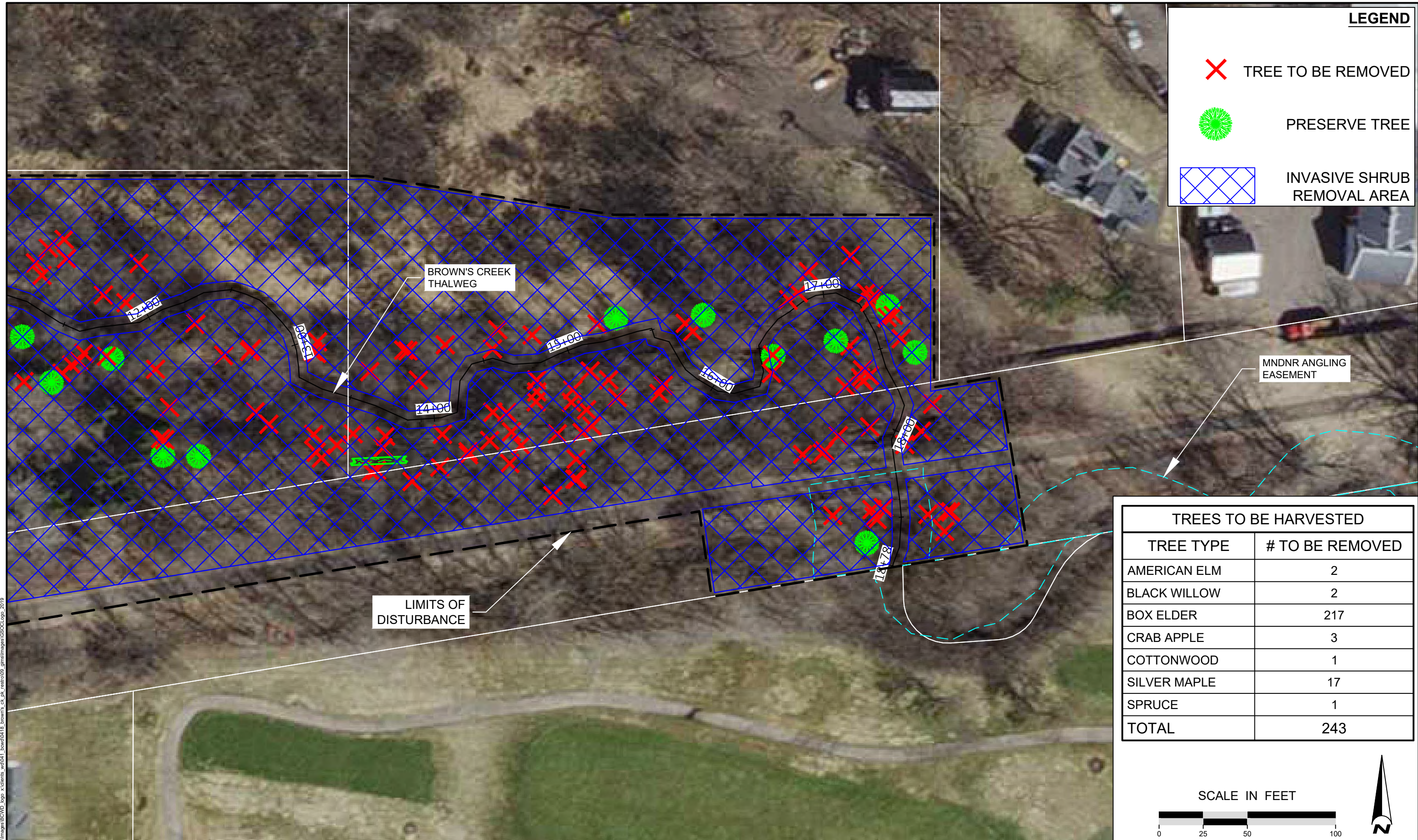
TREE HARVEST PLAN 2
 SHEET 05 OF 28

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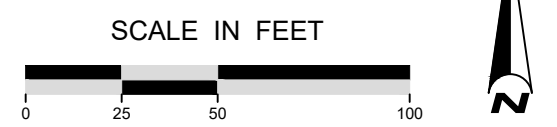
EOOR water ecology community
 EMMONS & OLIVIER RESOURCES, INC.
 1919 UNIV. AVE. W. #300 ST. PAUL, MN
 TEL: 651.770.8448 WWW.EORINC.COM

LEGEND

-  TREE TO BE REMOVED
-  PRESERVE TREE
-  INVASIVE SHRUB REMOVAL AREA



TREES TO BE HARVESTED	
TREE TYPE	# TO BE REMOVED
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SILVER MAPLE	17
SPRUCE	1
TOTAL	243



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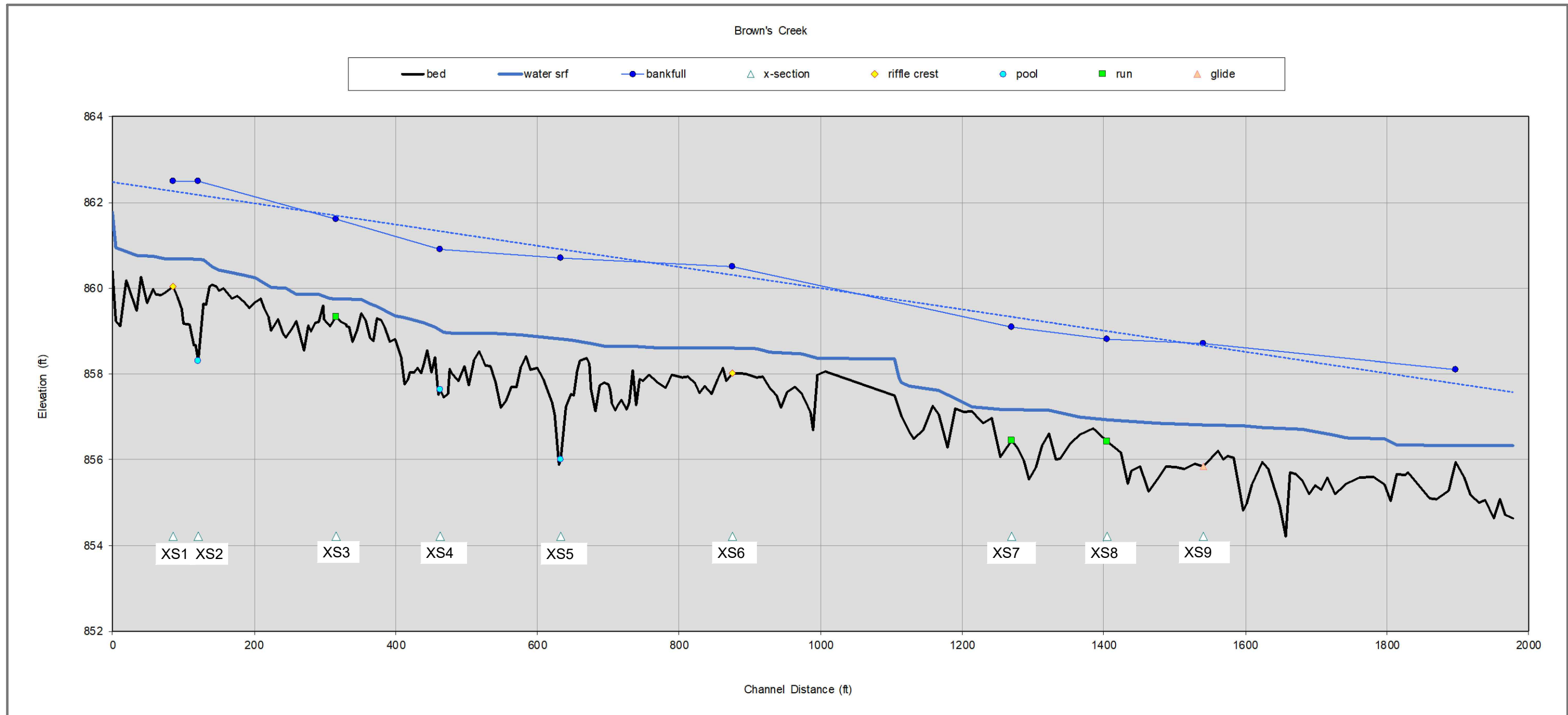
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 DRAWN BY: DEM
 CHECKED BY: MJM
 EOR JOB #0041-0418



BROWN'S CREEK WATERSHED DISTRICT

BROWN'S CREEK PARK STREAM RESTORATION
 WASHINGTON COUNTY, STILLWATER, MN
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

TREE HARVEST PLAN 3
 SHEET 06 OF 28



NOTE:
STREAM AND WATER PROFILE SURVEYED ON DECEMBER 2, 2022

NOT FOR CONSTRUCTION

DATE	NO.	DESCRIPTION
12/04/2023	1	95% DESIGN PLAN SET
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EOR JOB #0041-0418



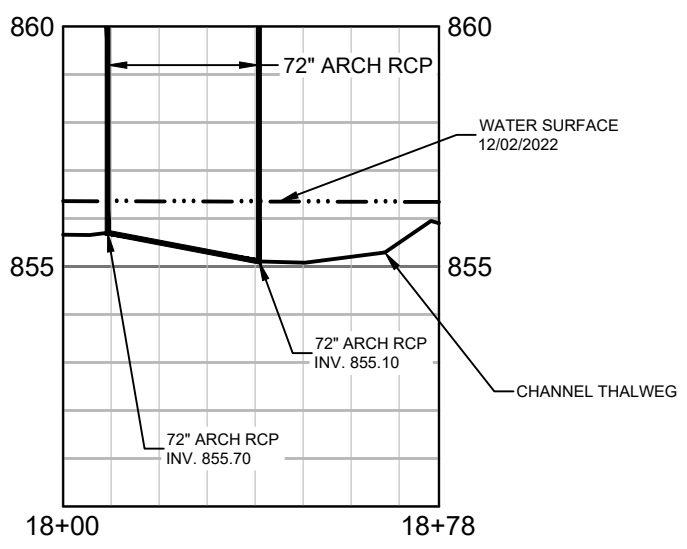
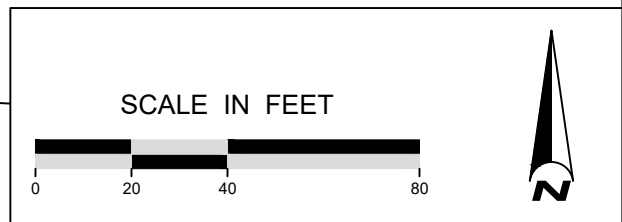
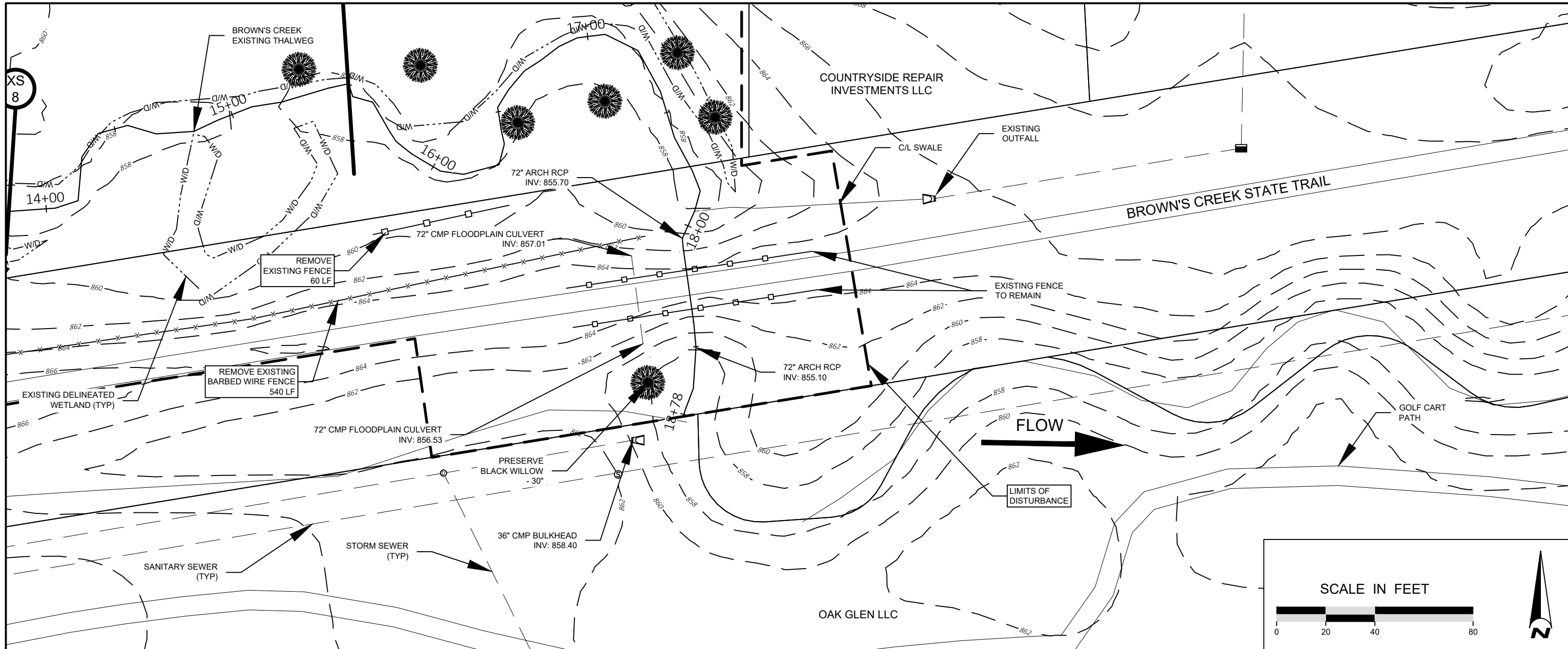
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**BROWN'S CREEK PARK
STREAM RESTORATION**
WASHINGTON COUNTY, STILLWATER, MN

BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

EXISTING STREAM
PROFILE

SHEET 07 OF 28



NOT FOR CONSTRUCTION



DATE	NO.	DESCRIPTION
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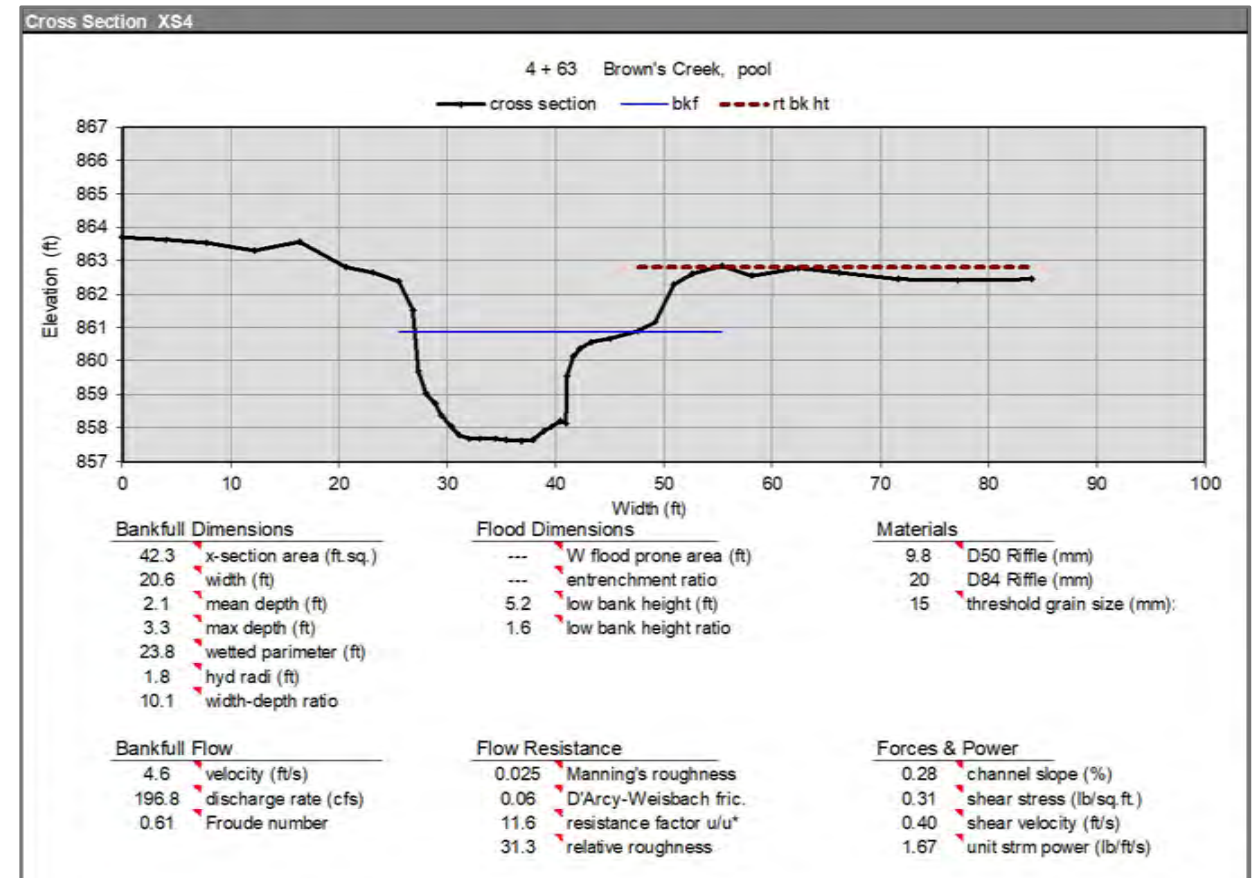
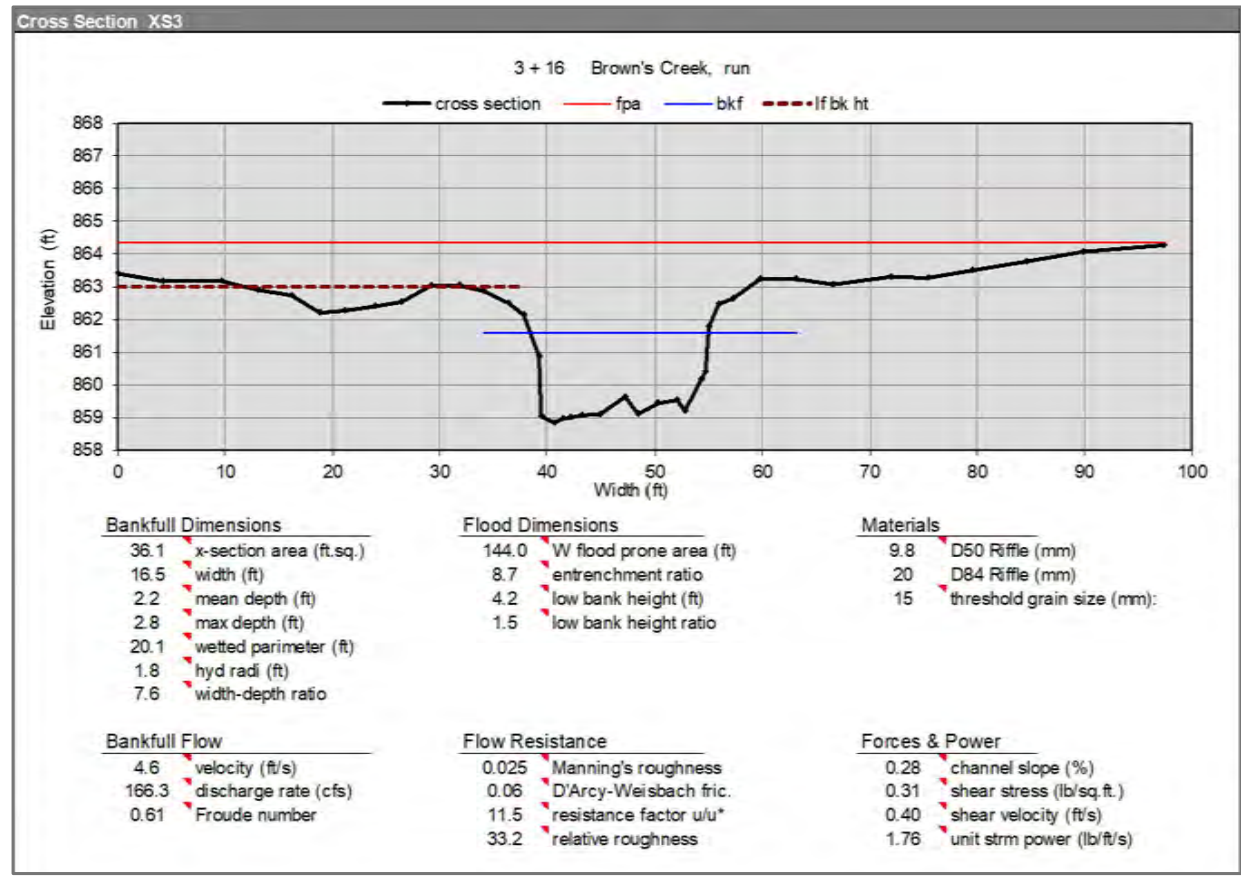
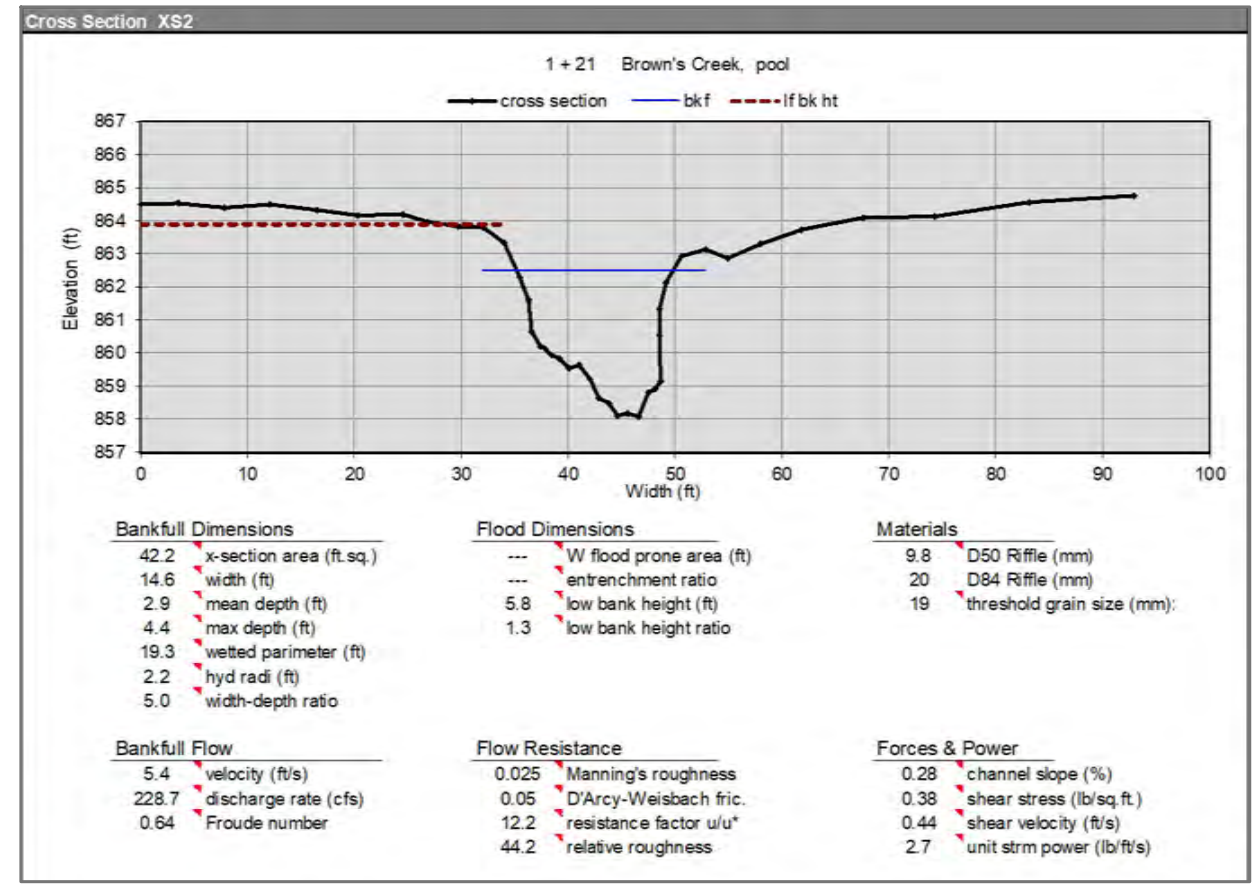
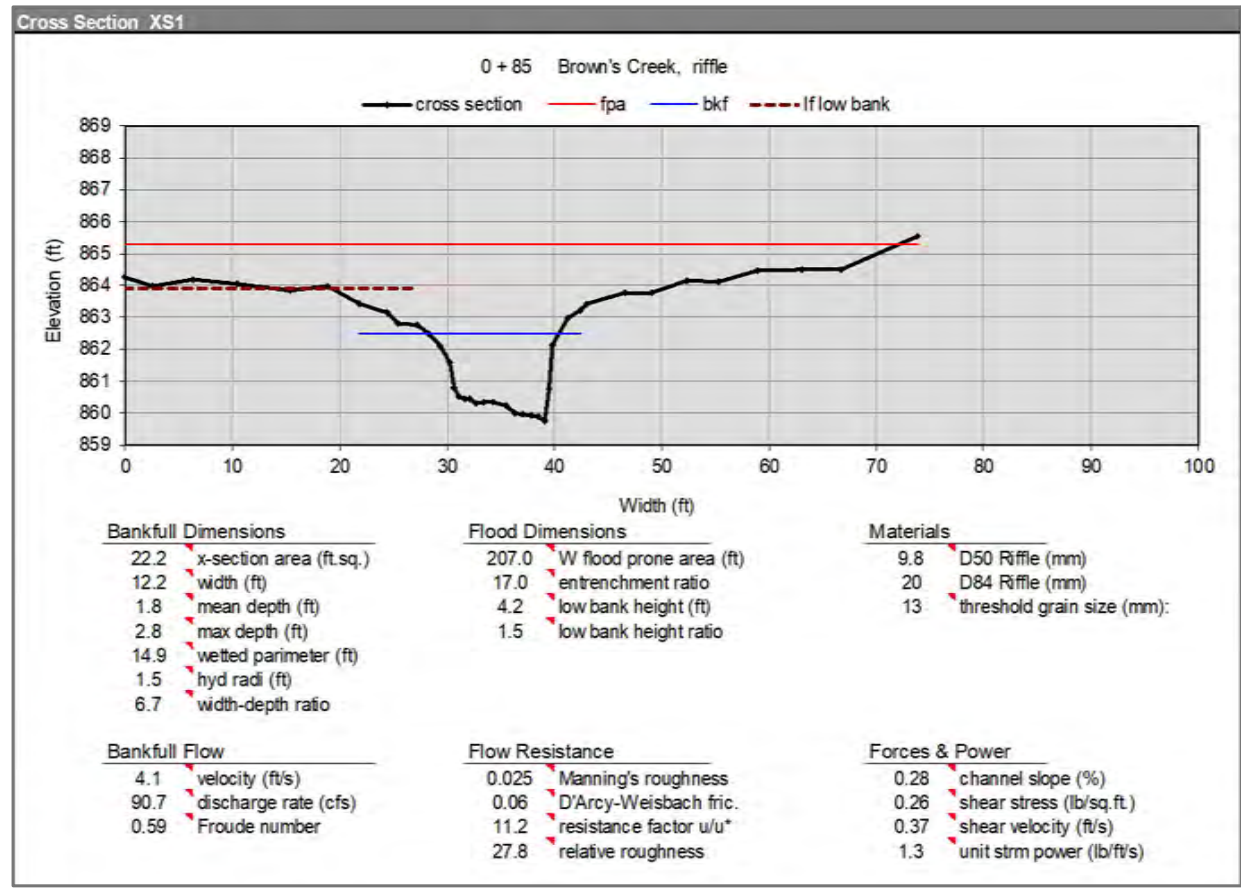
DESIGNED BY: EOR
DRAWN BY: DEM
CHECKED BY: MJM
EOR JOB #0041-0418



BROWN'S CREEK PARK STREAM RESTORATION
WASHINGTON COUNTY, STILLWATER, MN
BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

EXISTING CONDITIONS PLAN & PROFILE - 4
SHEET 11 OF 28

Plot Date: 12/04/2023
 Drawing Name: XS_08_11_001_0418_CD.dwg
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 User: jrbase
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 40041_0418-LRASE
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NOTE:
ALL CROSS SECTIONS ARE ORIENTED DOWNSTREAM W/ RIVER LEFT ON THE LEFT AND RIVER RIGHT ON THE RIGHT.

Plot Date: 12/04/2023
 Drawing Name: EOR_0418-XBASE_SURFACE
 Drawing Path: \\EOR\0418-XBASE_SURFACE
 User: EOR\jmm
 Project: 0418-XBASE_SURFACE
 Client: BROWN'S CREEK PARK WATERSHED DISTRICT
 Location: BROWN'S CREEK PARK WATERSHED DISTRICT
 Date: 12/04/2023
 Time: 10:00 AM
 User: jmm
 Title: 0418-XBASE_SURFACE



NOT FOR CONSTRUCTION

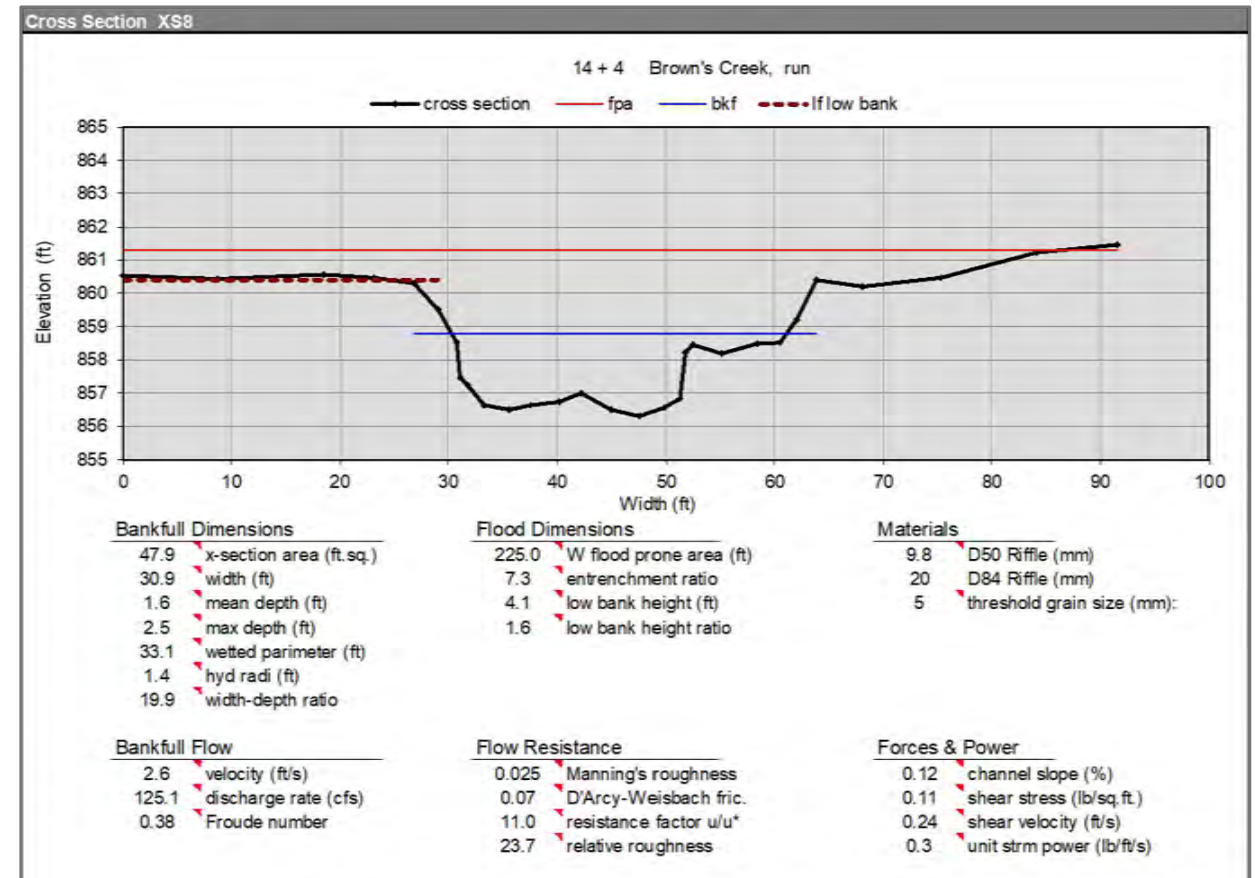
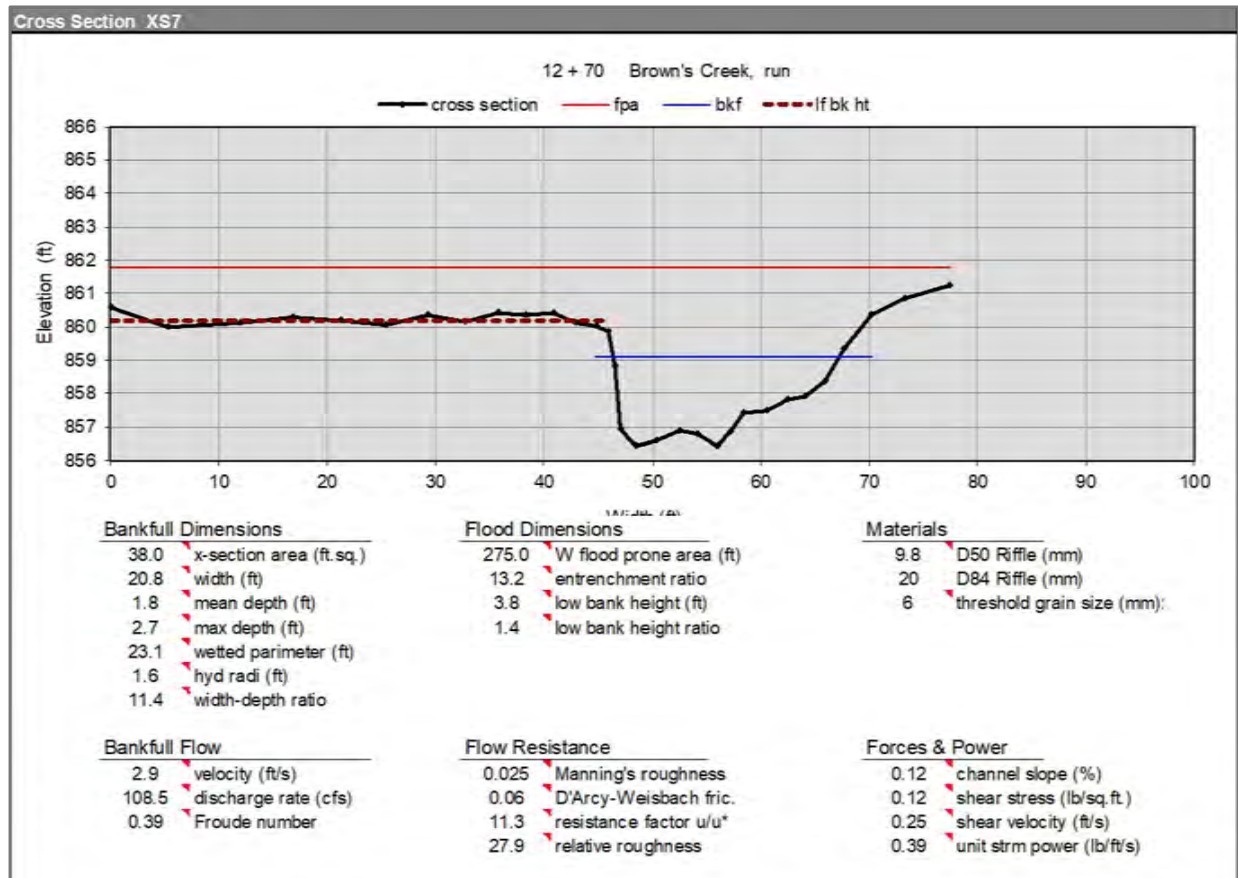
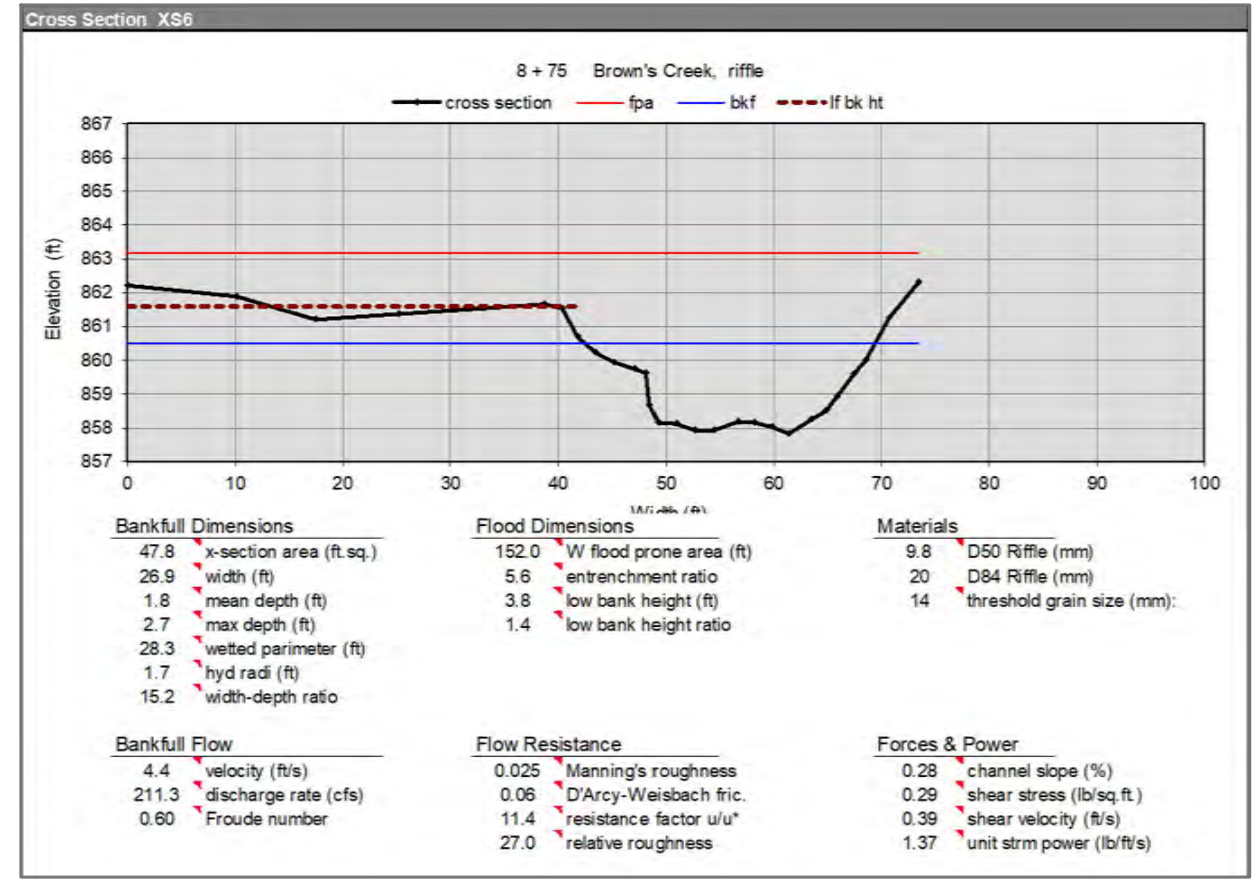
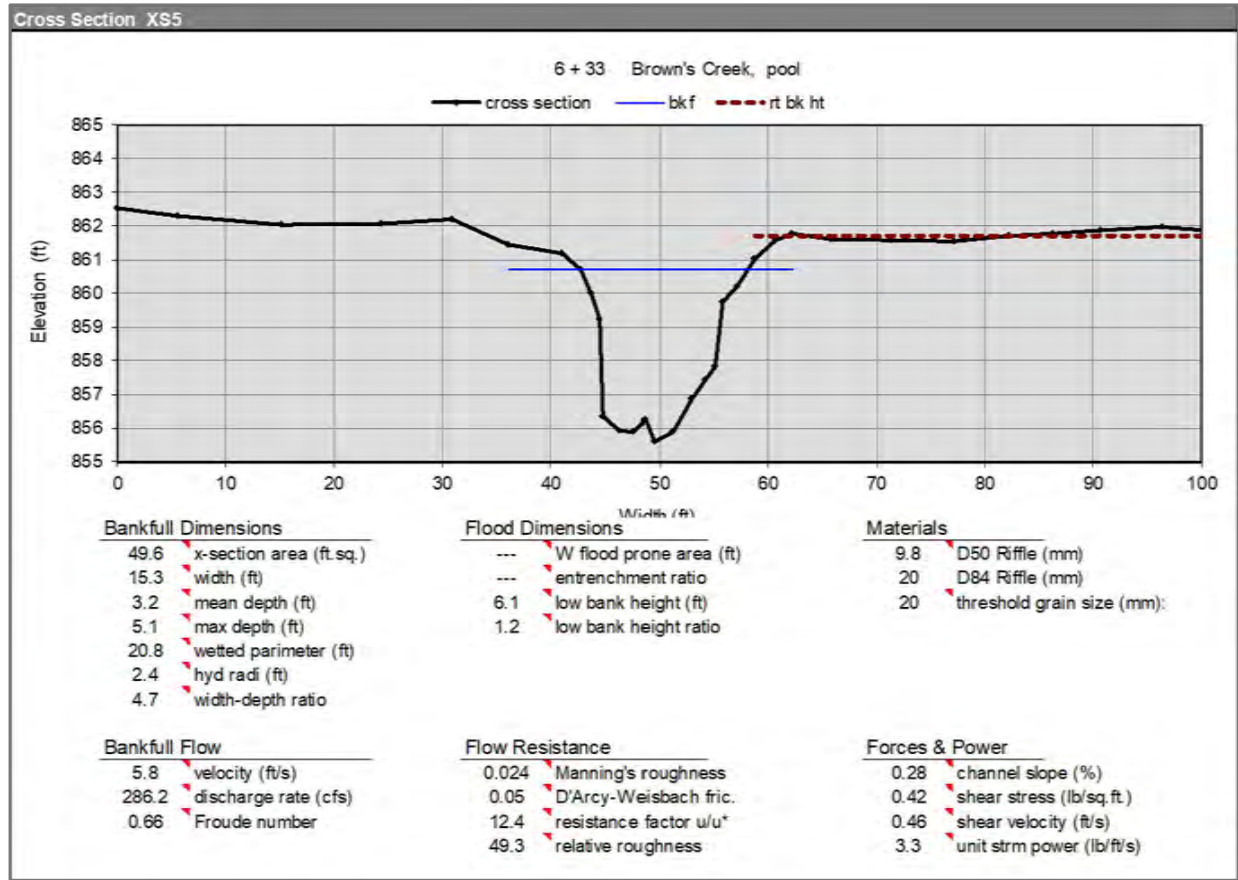
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DESIGNED BY: EOR
DRAWN BY: DEM
CHECKED BY: MJM
EOR JOB #0041-0418



**BROWN'S CREEK PARK
STREAM RESTORATION**
WASHINGTON COUNTY, STILLWATER, MN
BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

EXISTING CROSS SECTIONS - 1
SHEET 12 OF 28



NOTE:
ALL CROSS SECTIONS ARE ORIENTED DOWNSTREAM W/ RIVER LEFT ON THE LEFT AND RIVER RIGHT ON THE RIGHT.

NOT FOR CONSTRUCTION

DATE	NO.	DESCRIPTION
12/04/2023	1	95% DESIGN PLAN SET
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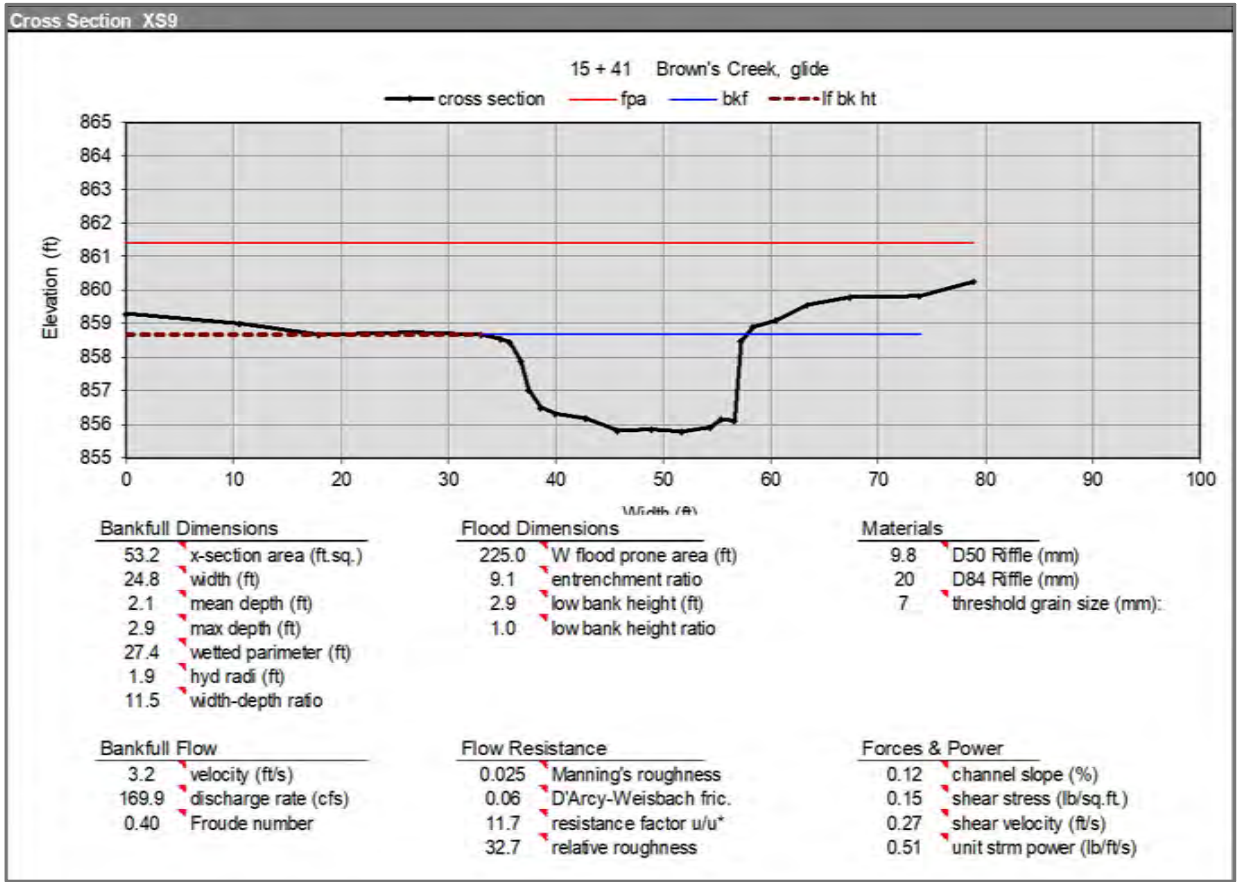
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DRAWN BY: DEM
CHECKED BY: MJM
EOR JOB #0041-0418



**BROWN'S CREEK PARK
STREAM RESTORATION**
WASHINGTON COUNTY, STILLWATER, MN

EXISTING CROSS SECTIONS - 2

Plot Date: 12/04/2023
Drawing Name: XS5-XS8 SURFACE
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NOTE:
ALL CROSS SECTIONS ARE ORIENTED DOWNSTREAM W/ RIVER LEFT ON THE LEFT AND RIVER RIGHT ON THE RIGHT.

NOT FOR CONSTRUCTION



DATE	NO.	DESCRIPTION
12/04/2023	1	95% DESIGN PLAN SET
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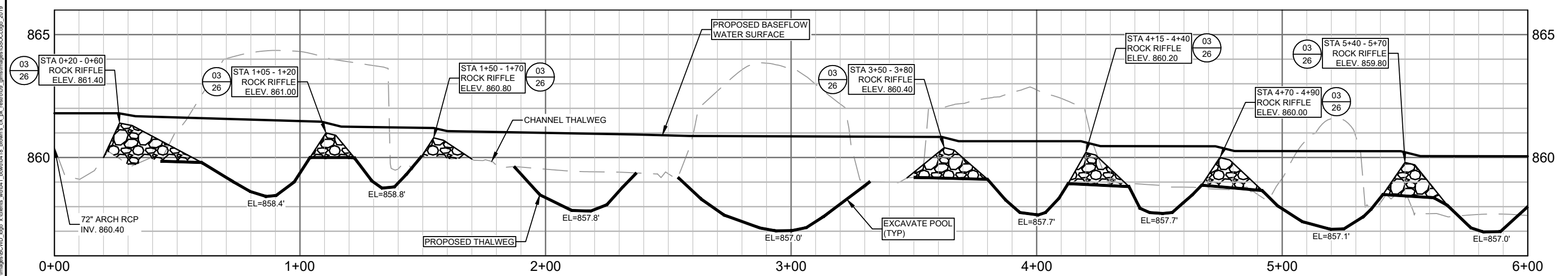
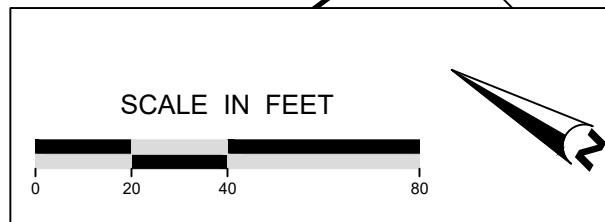
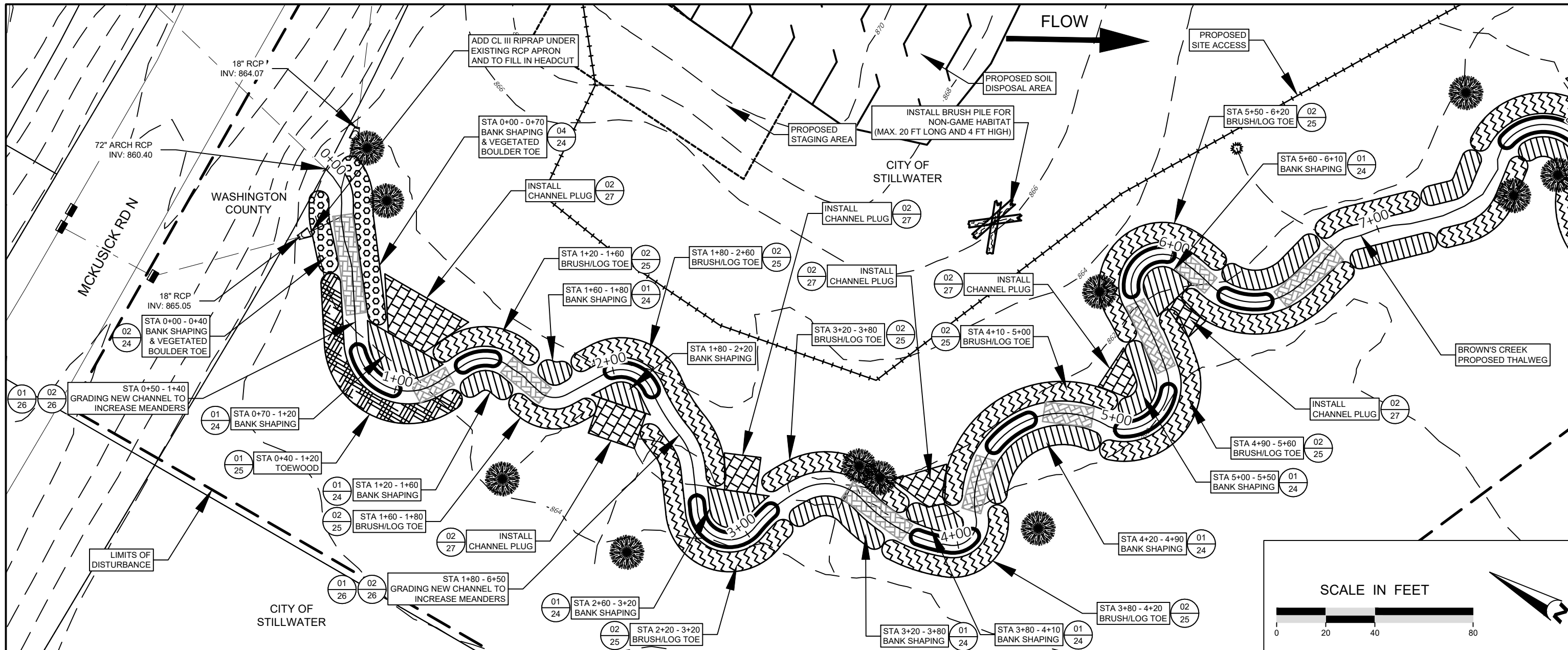
DESIGNED BY: EOR
DRAWN BY: DEM
CHECKED BY: MJM
EOR JOB #0041-0418



**BROWN'S CREEK PARK
STREAM RESTORATION**
WASHINGTON COUNTY, STILLWATER, MN
BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

EXISTING CROSS SECTIONS - 3
SHEET 14 OF 28

Plot Date: 12/04/2023
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NOT FOR CONSTRUCTION

EOR water ecology community
EMMONS & OLIVIER RESOURCES, INC.
1919 UNIV. AVE. W. #300 ST. PAUL, MN
TEL: 651.770.8448 WWW.EORINC.COM

DATE	NO.	DESCRIPTION
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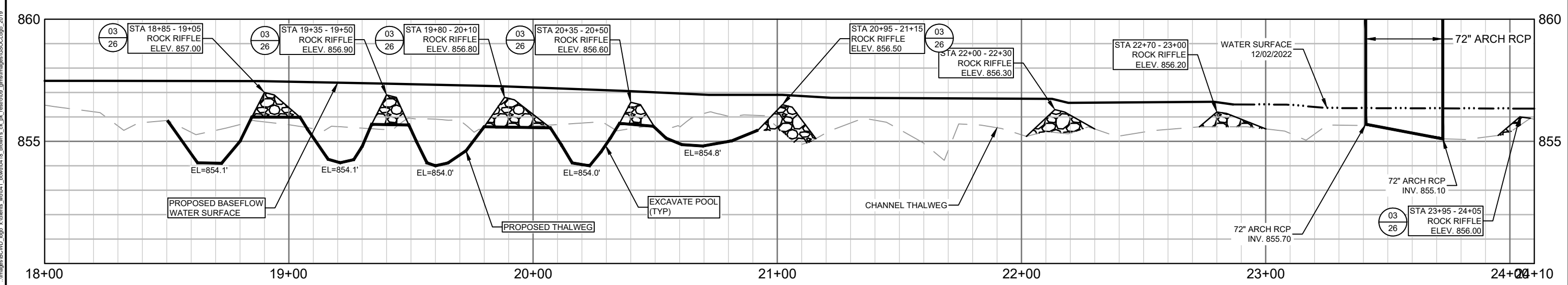
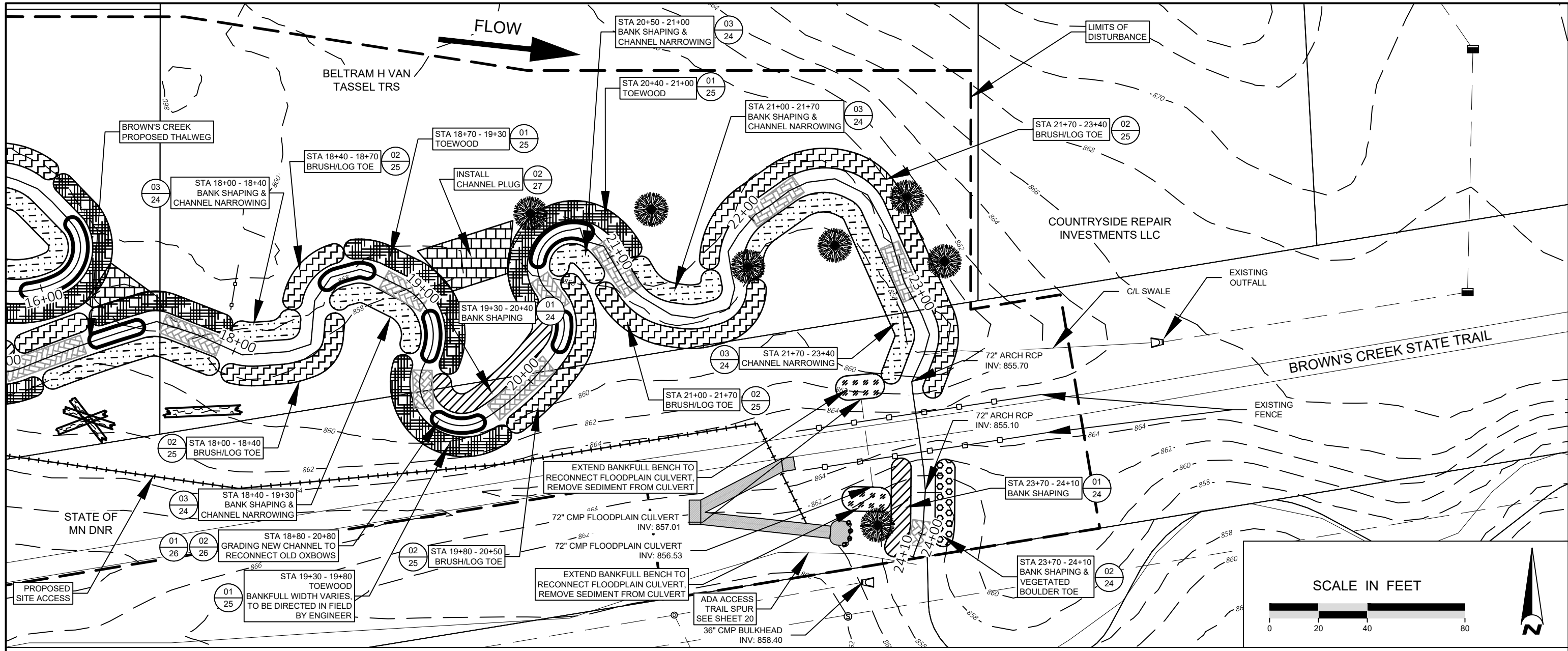
DESIGNED BY: EOR
DRAWN BY: DEM
CHECKED BY: MJM
EOR JOB #0041-0418

BROWN'S CREEK WATERSHED DISTRICT
CLIENT PROJECT #XXX-XXXX

BROWN'S CREEK PARK STREAM RESTORATION
WASHINGTON COUNTY, STILLWATER, MN
BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

PROPOSED PLAN & PROFILE - 1
SHEET 16 OF 28

Plot Date: 12/04/2023
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NOT FOR CONSTRUCTION

EOR water ecology community
 EMMONS & OLIVIER RESOURCES, INC.
 1919 UNIV. AVE. W. #300 ST. PAUL, MN
 TEL: 651.770.8448 WWW.EORINC.COM

DATE	NO.	DESCRIPTION
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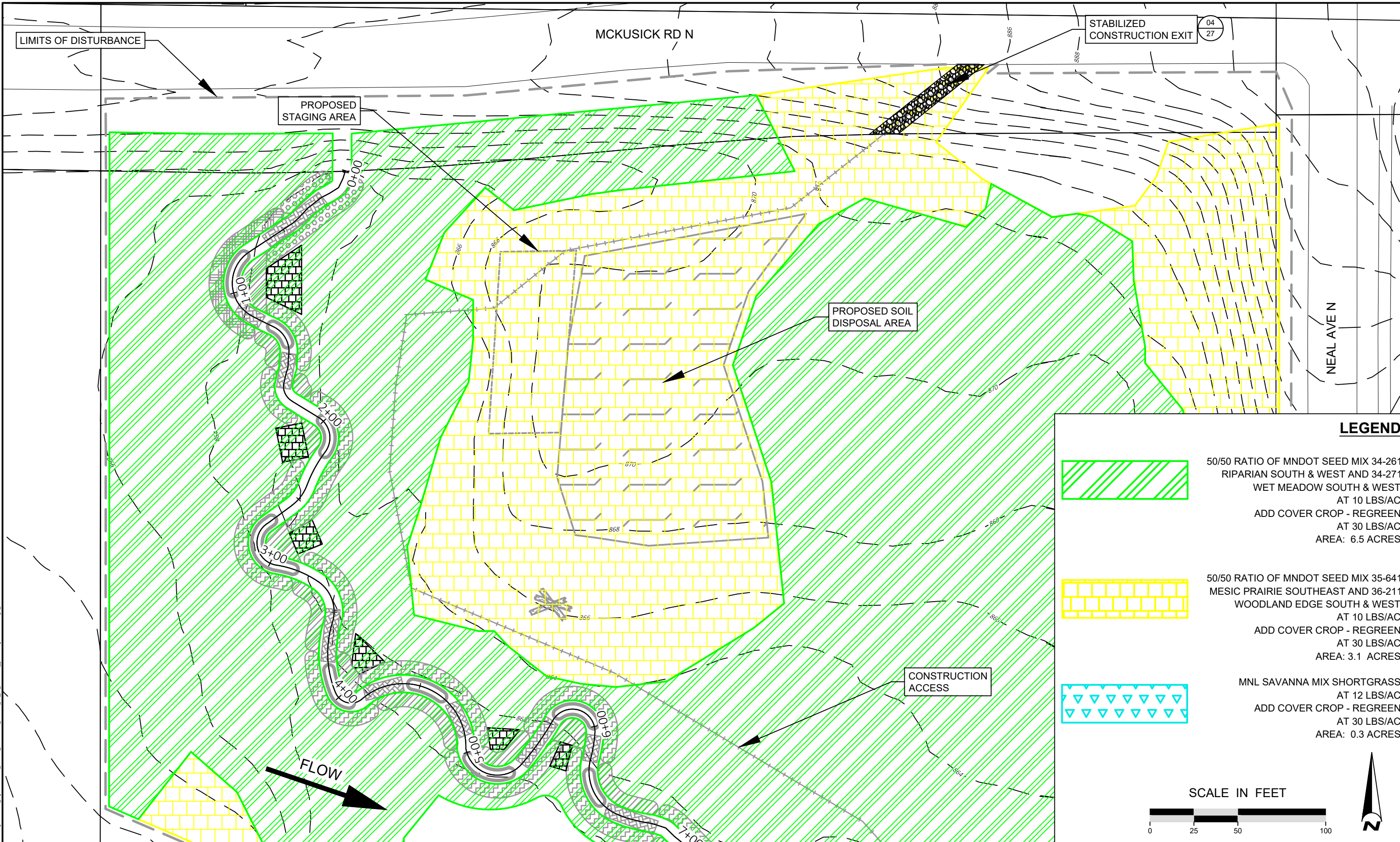
DESIGNED BY: EOR
 DRAWN BY: DEM
 CHECKED BY: MJM
 EOR JOB #0041-0418

BROWN'S CREEK WATERSHED DISTRICT
 CLIENT PROJECT #XXX-XXXX

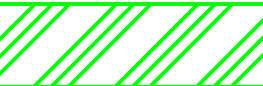
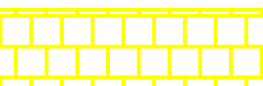

BROWN'S CREEK PARK STREAM RESTORATION
 WASHINGTON COUNTY, STILLWATER, MN
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

PROPOSED PLAN & PROFILE - 4
 SHEET 19 OF 28

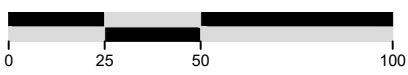

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LEGEND

- 
 50/50 RATIO OF MNDOT SEED MIX 34-261
 RIPARIAN SOUTH & WEST AND 34-271
 WET MEADOW SOUTH & WEST
 AT 10 LBS/AC
 ADD COVER CROP - REGREEN
 AT 30 LBS/AC
 AREA: 6.5 ACRES
- 
 50/50 RATIO OF MNDOT SEED MIX 35-641
 MESIC PRAIRIE SOUTHEAST AND 36-211
 WOODLAND EDGE SOUTH & WEST
 AT 10 LBS/AC
 ADD COVER CROP - REGREEN
 AT 30 LBS/AC
 AREA: 3.1 ACRES
- 
 MNL SAVANNA MIX SHORTGRASS
 AT 12 LBS/AC
 ADD COVER CROP - REGREEN
 AT 30 LBS/AC
 AREA: 0.3 ACRES

SCALE IN FEET

NOT FOR CONSTRUCTION

EOR water ecology community
 EMMONS & OLIVIER RESOURCES, INC.
 1919 UNIV. AVE. W. #300 ST. PAUL, MN
 TEL: 651.770.8448 WWW.EORINC.COM

DATE	NO.	DESCRIPTION
12/04/2023	1	95% DESIGN PLAN SET
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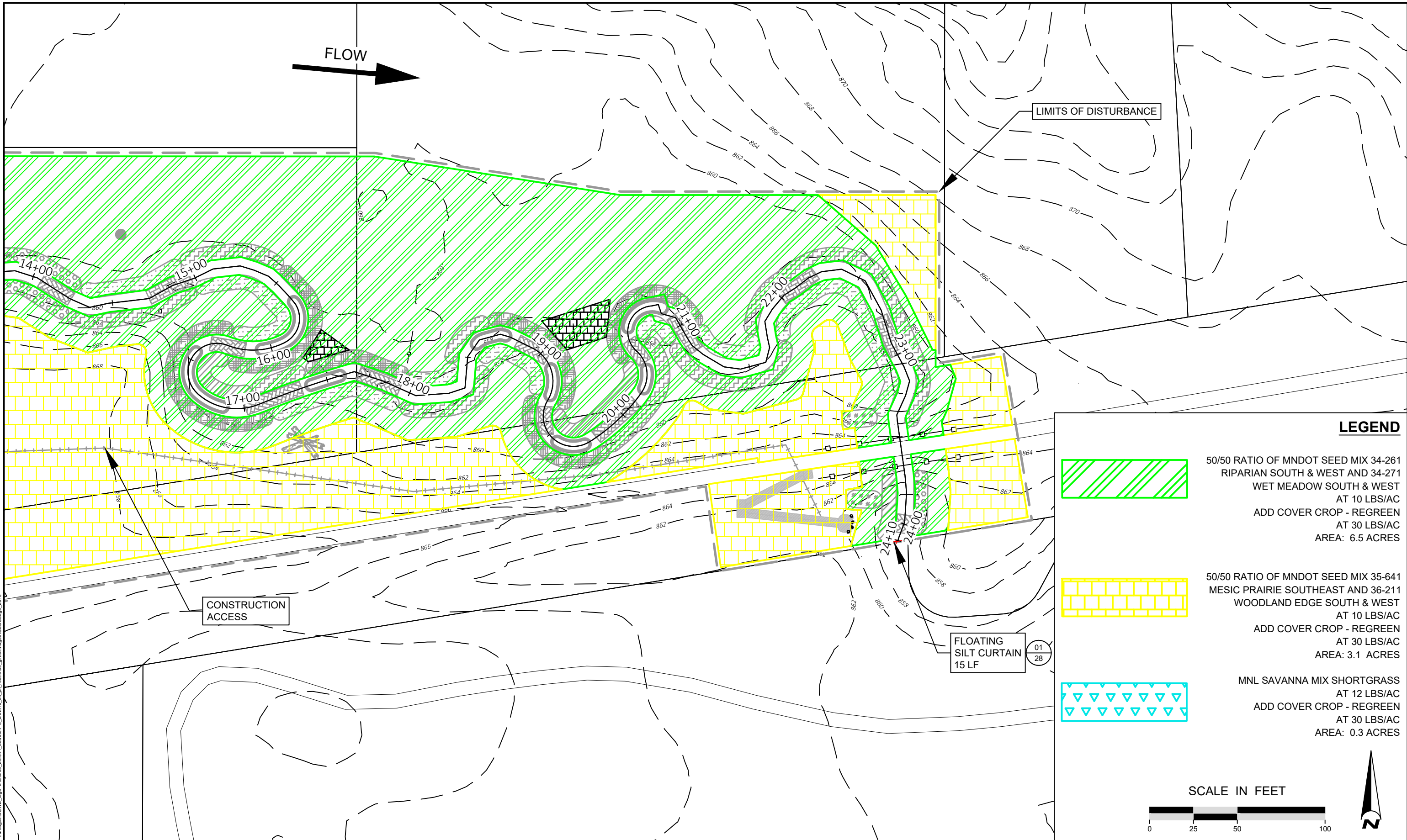
DESIGNED BY: EOR
 DRAWN BY: DEM
 CHECKED BY: MJM
 EOR JOB #0041-0418

BROWN'S CREEK WATERSHED DISTRICT
 CLIENT PROJECT #XXX-XXXX

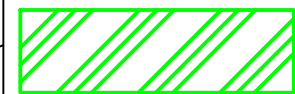
BROWN'S CREEK PARK STREAM RESTORATION
 WASHINGTON COUNTY, STILLWATER, MN
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

ESC & RESTORATION PLAN 1
 SHEET 21 OF 28

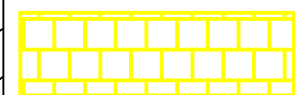
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 User: EOR\dem
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LEGEND



50/50 RATIO OF MNDOT SEED MIX 34-261
 RIPARIAN SOUTH & WEST AND 34-271
 WET MEADOW SOUTH & WEST
 AT 10 LBS/AC
 ADD COVER CROP - REGREEN
 AT 30 LBS/AC
 AREA: 6.5 ACRES



50/50 RATIO OF MNDOT SEED MIX 35-641
 MESIC PRAIRIE SOUTHEAST AND 36-211
 WOODLAND EDGE SOUTH & WEST
 AT 10 LBS/AC
 ADD COVER CROP - REGREEN
 AT 30 LBS/AC
 AREA: 3.1 ACRES

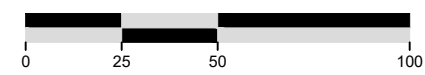


MNL SAVANNA MIX SHORTGRASS
 AT 12 LBS/AC
 ADD COVER CROP - REGREEN
 AT 30 LBS/AC
 AREA: 0.3 ACRES

FLOATING SILT CURTAIN
 15 LF

01
28

SCALE IN FEET



NOT FOR CONSTRUCTION



DATE	NO.	DESCRIPTION
12/04/2023	1	95% DESIGN PLAN SET
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DESIGNED BY: EOR
 DRAWN BY: DEM
 CHECKED BY: MJM
 EOR JOB #0041-0418



CLIENT PROJECT #XXX-XXXX

**BROWN'S CREEK PARK
 STREAM RESTORATION**
 WASHINGTON COUNTY, STILLWATER, MN
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

ESC & RESTORATION
 PLAN 3
 SHEET 23 OF 28

Plot Date: 12/04/2023
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 40041_0418-LBASE
 Sheet Border: images...images\BCHD_bgp\clients\water\041_Brown's_Ck_Pk_Restor\09_GIS\Map\0041_0418-CD.dwg

NOTES:

1. ROOTWADS SHOULD MIN. 6 FT IN LENGTH AND 18 INCHES IN DIAMETER.
2. SPECIFIC ORIENTATION OF LOGS AND BALLAST MATERIALS MAY VARY FROM TYPICAL DRAWINGS DEPENDING ON SIZE AND SHAPE OF MATERIAL DELIVERED OR SALVAGED.
3. BUILD OUT TOE WOOD FROM TOE OF EXISTING BANK. BLEND UPSTREAM AND DOWNSTREAM ENDS OF THE TOE WOOD INTO THE EXISTING BANK TO PREVENT SCOUR/EDDYING.
4. WOOD PLACEMENT TO BE DIRECTED BY THE OWNERS REPRESENTATIVE IN THE FIELD AT THE TIME OF CONSTRUCTION. EXACT PLACEMENT LOCATION AND NUMBER OF PIECES PER BANK TO BE DICTATED BASED ON FIELD CONDITIONS AND LOCALIZED GEOMORPHOLOGY.

FOOTER LOGS & ROOT WADS:

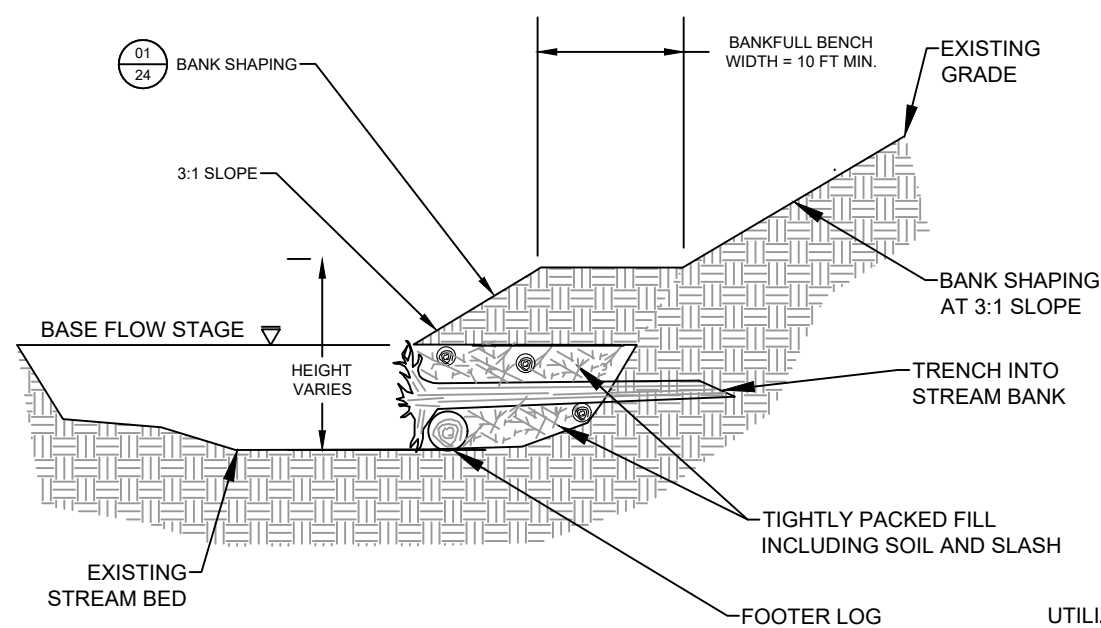
- TO BE HARVESTED ONSITE BY CONTRACTOR.
- SHALL BE FREE OF DECAY OR ROT. BOX ELDER & LARGE BUCKTHORN ARE ACCEPTABLE.
- MINIMUM 8 INCH TRUNK DIAMETER.
- ROOTWAD ROOT BOLE MUST BE INTACT AND HAVE A MINIMUM DIAMETER OF 18 INCHES AND A MAXIMUM DIAMETER OF 30 INCHES.

FILLER MATERIAL:

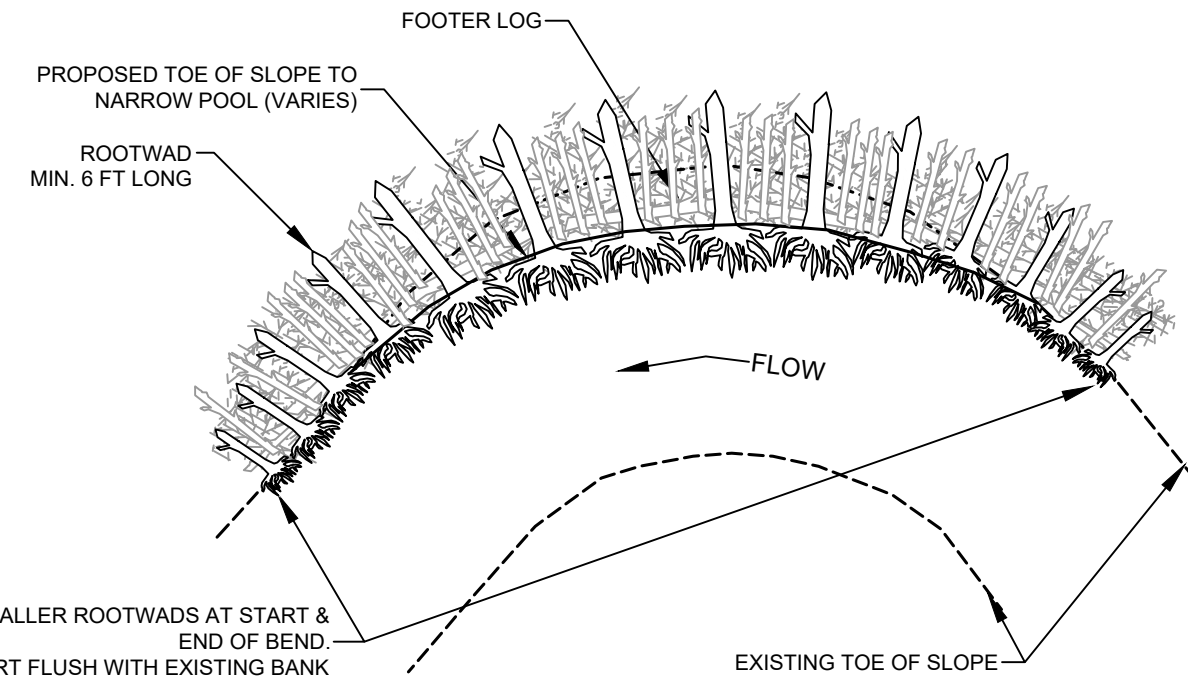
- TO BE HARVESTED ONSITE BY CONTRACTOR.
- SMALL LOGS, LIMBS AND TREE TOPS LESS THAN 6 INCHES DIAMETER.
- MATERIAL SHALL BE INSTALLED PARALLEL WITH ROOTWADS TO ACHIEVE MAXIMUM STEM DENSITY.

BACKFILL MATERIAL:

- ONSITE MATERIALS TO BE UTILIZED WHERE SUITABLE AS APPROVED BY THE ENGINEER. GRAVEL & COBBLE IS PREFERRED.
- IF ADDITIONAL MATERIAL IS REQUIRED, IT SHALL BE A MINERAL SOIL AND/OR NATURAL GRAVEL & COBBLE.

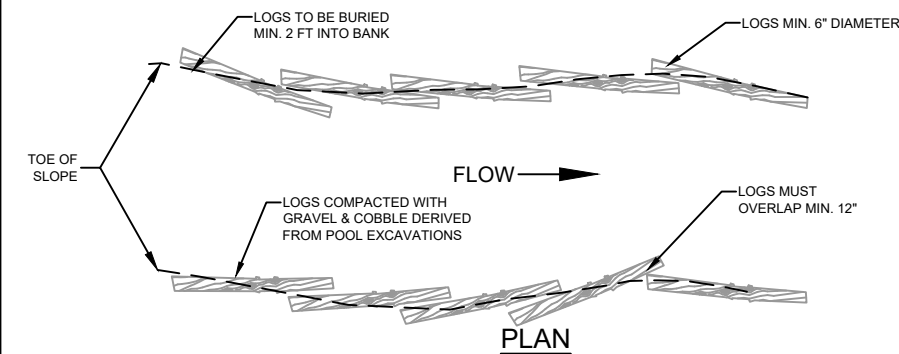


CROSS SECTION

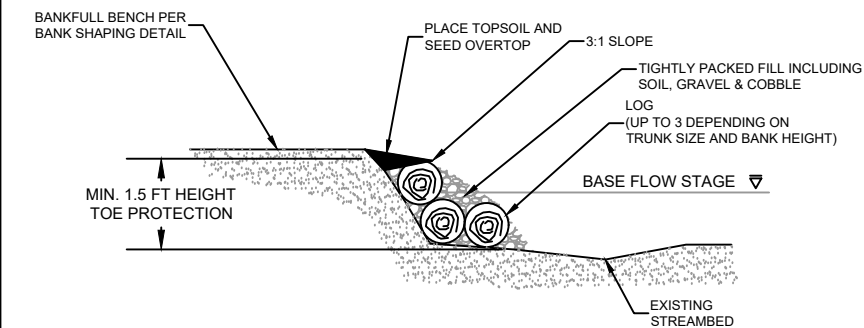


PLAN

01 TOEWOOD
25 NOT TO SCALE



PLAN

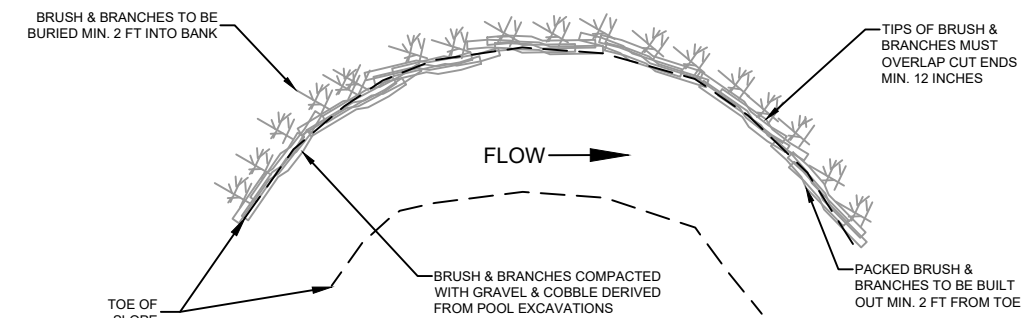


CROSS SECTION

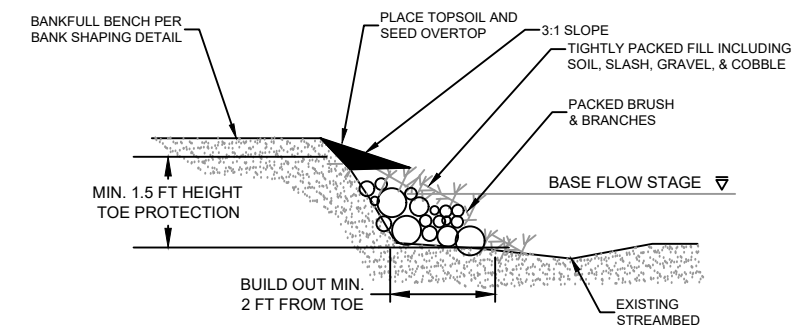
LOG TOE FOR STRAIGHT REACHES

NOTES:

1. SPECIFIC ORIENTATION OF LOGS AND BRUSH MAY VARY FROM TYPICAL DRAWINGS DEPENDING ON SIZE AND SHAPE OF MATERIAL DELIVERED OR SALVAGED.
2. WOOD PLACEMENT TO BE DIRECTED BY ENGINEER IN THE FIELD AT THE TIME OF CONSTRUCTION. EXACT PLACEMENT LOCATION AND NUMBER OF PIECES PER BANK TO BE DICTATED BASED ON FIELD CONDITIONS.
3. UPSTREAM LOG/BRANCH TO OVERLAP START OF DOWNSTREAM LOG/BRANCH MINIMUM 12 INCHES.
4. INNER VOID SPACES OF LOGS & BRUSH TO BE FILLED WITH SOIL, OUTER FILL TO BE COMPRISED OF GRAVEL & COBBLE.
5. ROOTWADS OF LOGS/TRUNKS AND SHRUBS MAY REMAIN ATTACHED IF ROOTWADS ARE ABLE TO BE ADEQUATELY BURIED UNDER BANKFULL BENCH.
6. ALL MATERIAL SHALL BE FRESHLY CUT (NO ROTTEN LOGS OR LIMBS)
7. WOODY MATERIAL SHALL BE TIGHTLY COMPACTED WITH EXCAVATOR BUCKET TO LIMIT VOID SPACE AS MUCH AS POSSIBLE.



PLAN



CROSS SECTION

BRUSH TOE FOR BENDS

02 BRUSH/LOG TOE
25 NOT TO SCALE

NOT FOR CONSTRUCTION

DATE	NO.	DESCRIPTION
12/04/2023	1	95% DESIGN PLAN SET
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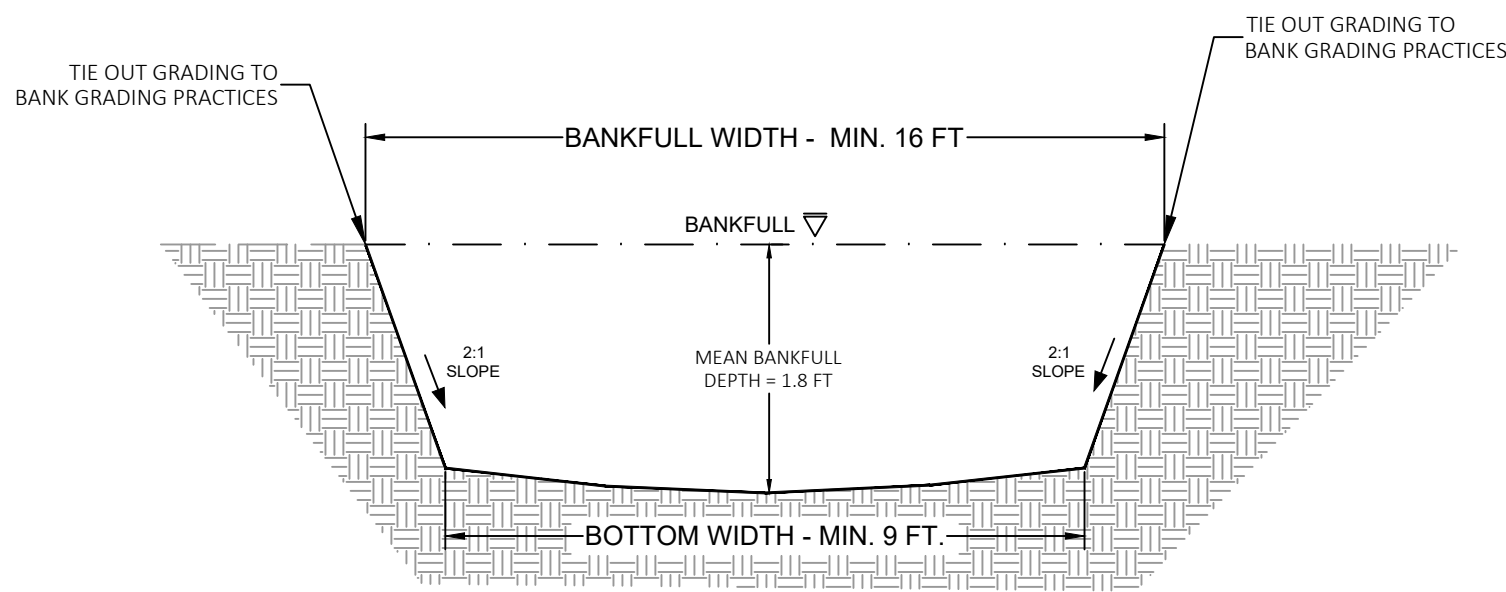
DESIGNED BY: EOR
DRAWN BY: DEM
CHECKED BY: MJM
EOR JOB #0041-0418



**BROWN'S CREEK PARK
STREAM RESTORATION**
WASHINGTON COUNTY, STILLWATER, MN
BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

DETAILS - 2
SHEET 25 OF 28

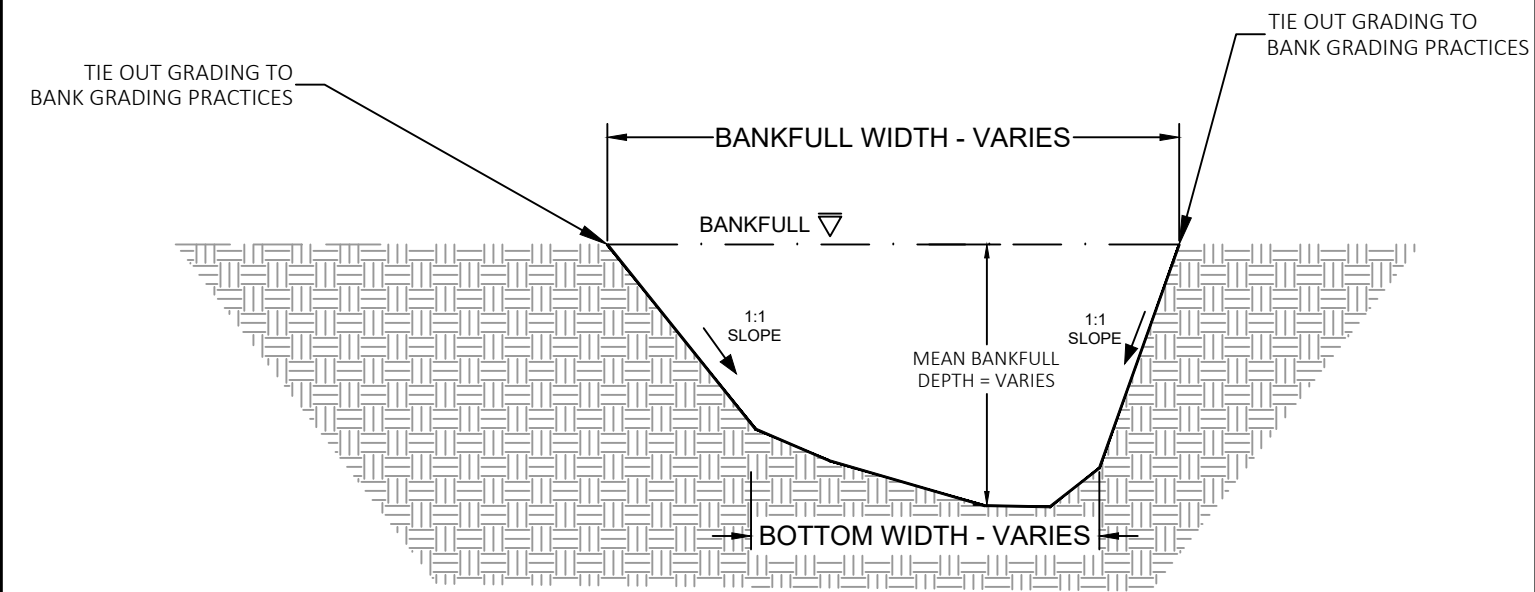
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 40041_0418-LBASE
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NOTES

1. ALL BANKS TO TIE OUT TO BANK GRADING PRACTICES AT 3:1 SLOPE. A 2:1 SLOPE TRANSITION MAY BE REQUIRED IN AREAS WITH HIGH BANKS, FIELD ENGINEER WILL DIRECT WHEN REQUIRED.
2. TYPICAL CROSS SECTION MODELED AFTER AN "E" CHANNEL.

01 TYPICAL RIFFLE CROSS SECTION
26 NOT TO SCALE



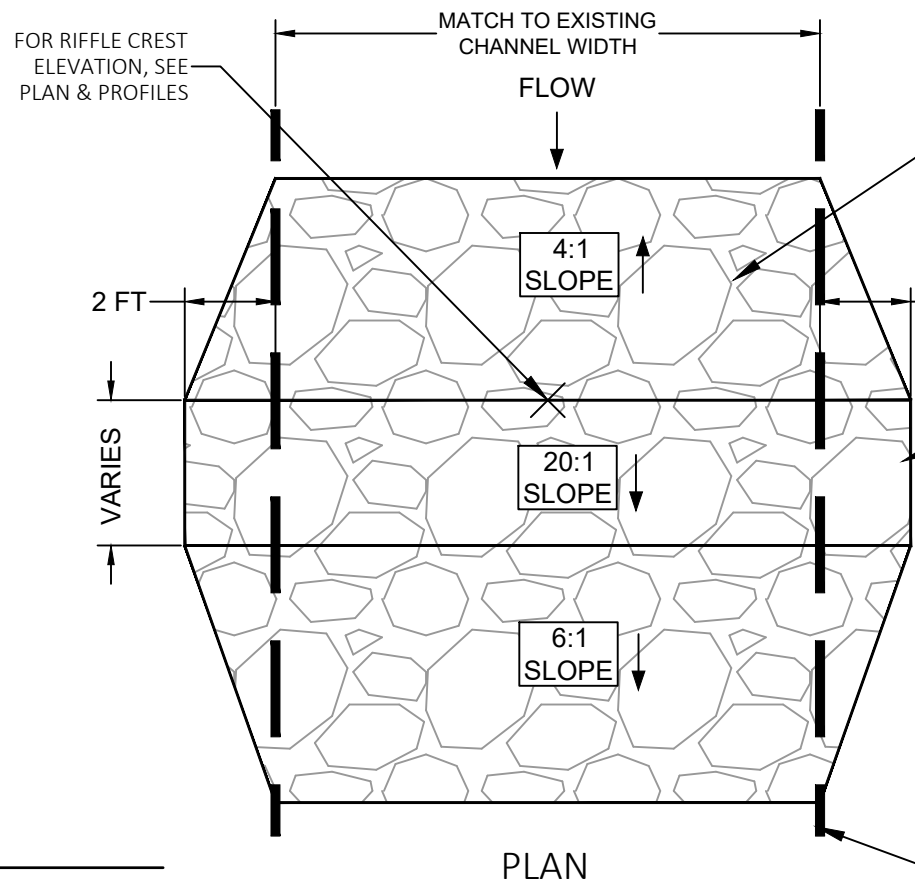
NOTES

1. A 2:1 SLOPE TRANSITION MAY BE REQUIRED IN AREAS WITH HIGH BANKS, FIELD ENGINEER WILL DIRECT WHEN REQUIRED.
2. TYPICAL CROSS SECTION MODELED AFTER AN "E" CHANNEL.

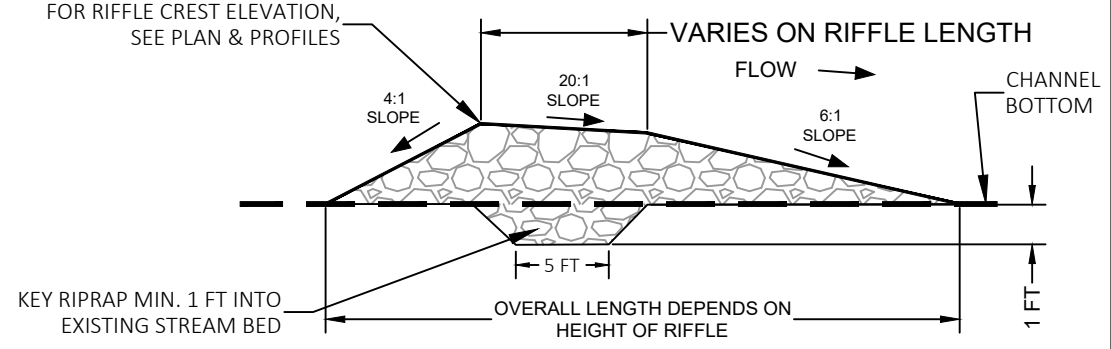
02 TYPICAL POOL CROSS SECTION
26 NOT TO SCALE

NOTES

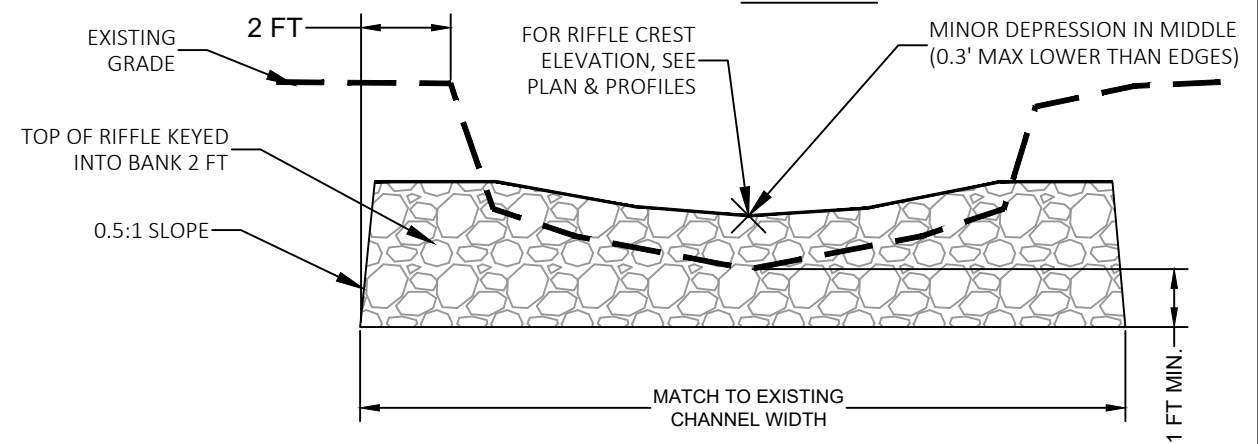
1. RIFFLE MATERIAL SHALL BE CLASS III RIPRAP - GRANITE AND 1"- 3" CRUSHED GRANITE MEETING MNDOT 3601.2 SPECIFICATIONS
2. ANGULAR GRANITE SHALL CONFORM TO SPECIFIED SIZE CLASS III
3. POSITION OF ROCK RIFFLE TO BE APPROVED BY PROJECT OWNERS REPRESENTATIVE/ ENGINEER
4. FILL VOID SPACES OVER ENTIRE RIFFLE WITH EXISTING GRAVEL DERIVED FROM CHANNEL EXCAVATIONS
5. FOR RIFFLE CREST ELEVATIONS, SEE PLAN & PROFILE CALL OUTS



PLAN



PROFILE



CROSS SECTION

03 ROCK RIFFLE
26 NOT TO SCALE

NOT FOR CONSTRUCTION



DATE	NO.	DESCRIPTION
12/04/2023	1	95% DESIGN PLAN SET
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DESIGNED BY: EOR
DRAWN BY: DEM
CHECKED BY: MJM
EOR JOB #0041-0418



CLIENT PROJECT #XXX-XXXX

**BROWN'S CREEK PARK
STREAM RESTORATION**
WASHINGTON COUNTY, STILLWATER, MN
BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

DETAILS - 3
SHEET 26 OF 28

Plot Date: 12/04/2023
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 Sheet Border: images...images\B11...images\BCHD_bgp_x\clients_wd041_bowd0413_brown's_creek_restor09_gisimages\SSC0402_2019

EXHIBIT B

Site Plan - Construction Area

EXHIBIT C

Maintenance Easement

[MAINTAIN 3-INCH MARGIN]

**MAINTENANCE EASEMENT
On the Van Tassel Property at 13093 McKusick Road North
Washington County, Minnesota**

THIS EASEMENT is granted by Beltram H. Van Tassel, an individual, and Barbara Van Tassel, an individual, and Beltram H. Van Tassel and Barbara Van Tassel as trustees for the Beltram H. Van Tassel Revocable Trust (collectively, Van Tassels) to the Brown's Creek Watershed District, a special purposes district of the State of Minnesota with powers set forth at Minnesota Statutes chapters 103B and 103D (BCWD).

WITNESS:

A. Van Tassels own in fee simple certain real property consisting of 4.6 acres of land, more or less, at 13093 McKusick Rd North in the City of Stillwater, Washington County, legally described as:

That part of the east 335 feet of the west 650 feet of the northwest quarter of the southwest quarter of section 20, township 30 north, range 20 west, Washington County, Minnesota, lying southerly of the southerly line of Washington County Highwater Right of Way No. 85 - County Road 64, recorded as Document No. 714569 in the office of the County Recorder, Washington County, Minnesota, and lying northerly of the northerly line of the Minnesota Transportation Museum property, formerly the Stillwater St. Paul Railroad Company property, as describe Book "U" of Deeds, page 499, on file and of record in said office of the County Recorder, Washington County, Minnesota.

(the Van Tassel Property).

B. BCWD has undertaken a construction project reconnecting floodplain, stabilizing eroded and eroding creek banks, reshaping banks, constructing in-stream riffles and pools, thinning tree cover to improve habitat and prevent erosion, removing invasive species and replacing with native vegetation, and improving access to the creek on public property from the Brown's Creek State Trail (the Project). The Project has been constructed on city-owned land, county right-of-way, state property (including along Brown's Creek State Trail), and on the Van Tassel Property, benefitting Van Tassels by stabilizing and improving the Van Tassel Property and securing against soil loss from erosion, and will contribute to the realization of the public purposes for which BCWD was established;

C. BCWD has requested and Van Tassels have agreed to grant to BCWD an easement over the Van Tassel Property providing BCWD with the right to access and use the Van Tassel Property to maintain the Project after construction.

NOW, THEREFORE, for one dollar and other good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Grant of Easement. Van Tassels hereby grant and convey to BCWD, its contractors, agents, successors and assigns a perpetual easement over, under, upon and across that portion of the Van Tassel Property delineated and labeled on Exhibit 1, attached hereto and incorporated herein (the Maintenance Area), for purposes of access for maintenance of the Project in accordance with the Maintenance Plan developed for and approved by the Van Tassels as part of the Project. The easement includes the right of ingress and egress and to pass over and through the Maintenance Area on foot and using motorized equipment to conduct maintenance of the Project, including the right to inspect, monitor, reconstruct and otherwise maintain the Project on the Van Tassel Property, including but not limited to correction of erosion and structural problems observed to ensure stability of the Maintenance Area, maintenance or replacement of plantings; seeding and reseedling to maintain ecological health and function; removal of invasive species and weeds as necessary to achieve the intended purposes of the Project. The rights granted hereby include the right to lay and maintain temporary utilities across or above the surface of the Maintenance Area for purposes of maintenance of the Project.

2. Restrictions on Van Tassels' Use of Maintenance Area. Van Tassels will not use the Maintenance Area or permit the construction of any improvements within the Maintenance Area in any manner that would damage or interfere with the function or physical structure of the Project. Specifically, Van Tassels will not alter or allow alteration of any grade-control structures or any filling or grading of land or construction of structures within the Maintenance Area to ensure the Project continues to protect water quality and moderate flow in the creek. Weeds may be hand-pulled or spot-treated with herbicide according to instructions on the herbicide label. Van Tassels will not mow or otherwise disturb vegetation, apply fertilizer to, or dispose of yard or other waste in the Maintenance Area.

3. No Public Access or Use; Van Tassels' Reserved Rights. No right of access or use is granted to the general public to the Van Tassel Property by this easement. Van Tassels may use and enjoy the Maintenance Area for any purposes and engage in or allow others to engage in all activities or uses and enjoy all rights accruing from their ownership of the Van Tassel Property, subject to the restrictions stated herein and the right of BCWD to use the Maintenance Area for the purposes herein expressed. Van Tassels retain the right to sell or transfer all or part of the Van Tassel Property subject to the easement. Van Tassels will inform all others who exercise any right on the Van Tassel Property by or through Van Tassels of the requirements and constraints imposed by the easement, and will take any other steps as necessary to ensure that the terms of the easement are met.

4. Conduct of the Project Maintenance; Property Condition. All activity by BCWD on the Van Tassel Property will be conducted in a safe and workmanlike manner at BCWD's sole cost. In the event the Maintenance Area or Van Tassel Property is damaged by the activities of BCWD or its contractors, agents or assigns pursuant to the exercise of any of BCWD's rights under the easement, BCWD will promptly repair or restore the Van Tassel Property to the extent reasonably practicable. BCWD will repair, seed or plant disturbed or damaged areas with vegetation suitable for the intended uses of the Van Tassel Property.

5. Inspection and Enforcement. BCWD representatives, agents and contractors may enter the Maintenance Area at reasonable times to monitor activities on and uses of the Maintenance Area. In acting under this paragraph, BCWD will not unreasonably interfere with Van Tassels' use and quiet enjoyment of the Van Tassel Property. BCWD may act to prevent or remedy all activities and uses of the Maintenance Area not consistent with the terms of the easement. BCWD will remain responsible for its legal fees and related expenses for any unlawful action taken by BCWD, its employees, agents or contractors.

6. Notice. BCWD may access the Maintenance Area and undertake work in accordance with and under the terms of the easement at any time, but after completion of construction of the Project, BCWD will notify Van Tassels by telephone or email at least 24 hours prior to commencement of any exercise of BCWD's further rights under the easement.

7. Regulatory Authorities Not Affected. The easement does not replace or diminish the regulatory authority of BCWD or any other public body, as may apply to the Van Tassel Property or any activity within it.

8. Insurance. Van Tassels remain solely responsible for maintaining liability and other insurance for its own uses of and authority over the Van Tassel Property.

9. Running with the Land. This easement, rights and privileges hereby granted, the restrictions and obligations hereby imposed, and the agreements contained in this easement will be easements, restrictions and covenants running with the land in perpetuity and will inure to the benefit of and be binding on the parties hereto and their respective heirs, successors and assigns including but not limited to all subsequent owners of any portion of the Van Tassel Property and all persons claiming under them.

10. Notices. Except as otherwise specifically provided herein, all notices required or permitted under this easement will be in writing and will be deemed delivered when personally delivered, delivered by documented courier delivery or mailed by United States registered or certified mail, return receipt requested, at the address appearing below or to such other address as each party may designate by a written notice to the other.

If to Van Tassels: Barbara Van Tassel
 13093 McKusick Road
 Stillwater MN 55082

If to BCWD: Brown's Creek Watershed District
 Attn: Administrator
 455 Hayward
 Oakdale MN 55128
 KKill@mnwcd.org

11. Severability. If any one or more of the provisions of this easement, or the applicability of any such provision to a specific situation, will be held invalid or unenforceable, such provision will be modified to the extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this agreement and all other applications of any such provision will not be affected thereby.

12. Governing Law; Venue. This easement will be construed and governed by the laws of the State of Minnesota. Venue for any action taken under or related to the Easement will be in the district court of Washington County, Minnesota.

13. No Waiver of Immunity. No provision of this easement will be interpreted as a waiver of any statutory or common law immunity from or limitation of liability available to BCWD, all such immunities and limitations being expressly reserved by BCWD.

14. Recording. BCWD may, at its expense, record and rerecord this easement.

{Signature page follows.}

IN WITNESS WHEREOF, the undersigned execute this easement, intending to be legally bound.

Van Tassels

_____ Date: _____
By Barbara Van Tassel, as trustee of the Beltram H. Van Tassel Revocable Trust

_____ Date: _____
By Barbara Van Tassel, individually

_____ Date: _____
By Beltram H. Van Tassel, as trustee of the Beltram H. Van Tassel Revocable Trust

_____ Date: _____
By Beltram H. Van Tassel, individually

STATE OF MINNESOTA
COUNTY OF WASHINGTON

This instrument was acknowledged before me this ____ day of _____, 202__, by Beltram H. Van Tassel and Barbara Van Tassel as trustees of the Beltram H. Van Tassel Revocable Trust, and by Beltram H. Van Tassel, as an individual, and Barbara Van Tassel, , as an individual.

Notary Public

Brown’s Creek Watershed District

_____ Date: _____
By Karen Kill
Its administrator

STATE OF MINNESOTA
COUNTY OF WASHINGTON

This instrument was acknowledged before me this ___ day of _____, 202__, by Karen Kill, as administrator of the Brown’s Creek Watershed District, a special purposes

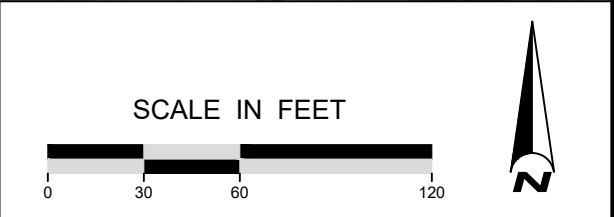
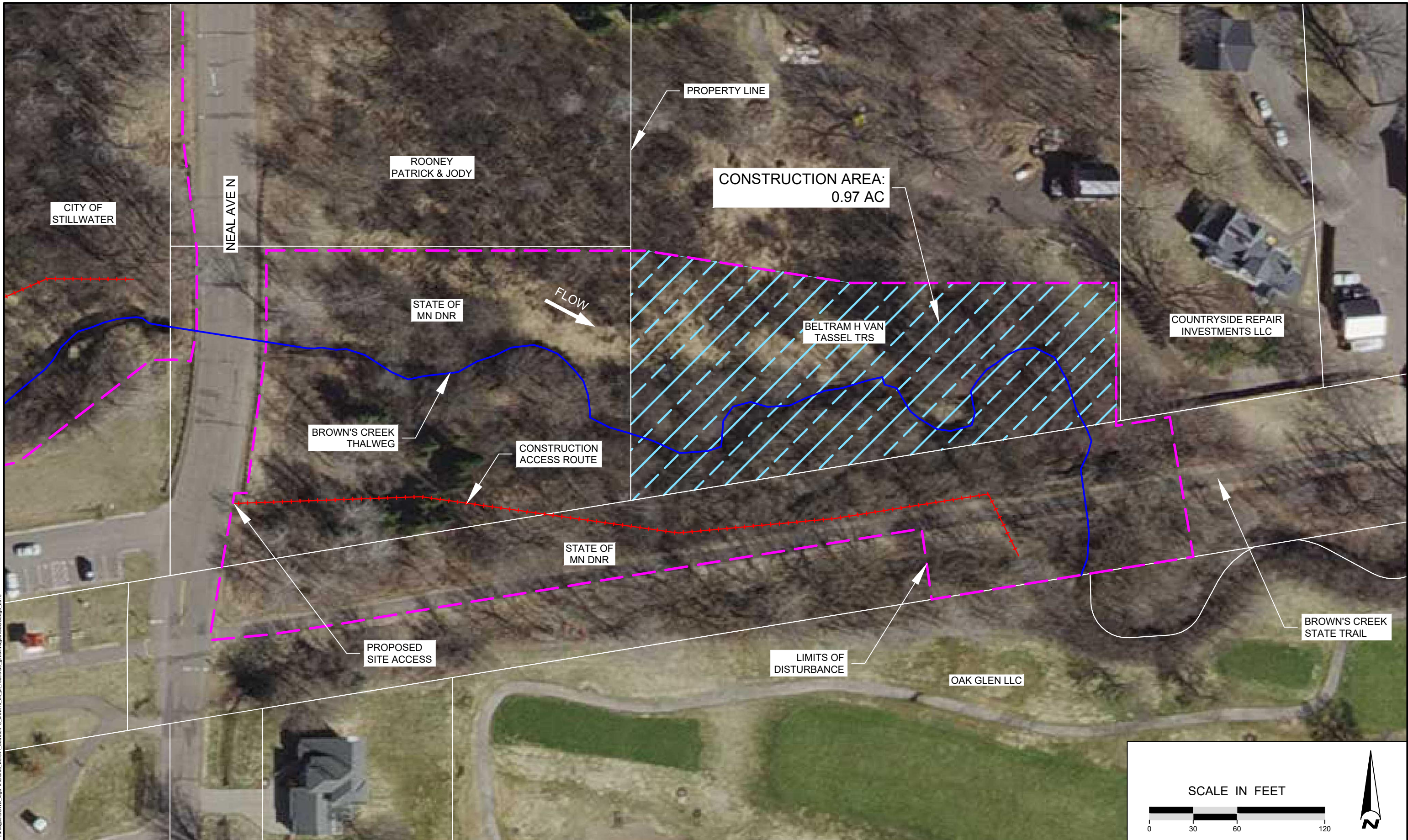
district of the State of Minnesota with powers set forth at Minnesota Statutes chapters 103B and 103D, on behalf of the district.

Notary Public

Drafted by:
Smith Partners PLLP – MJW
250 Marquette Avenue South, Suite 250
Minneapolis Minn 55401

EXHIBIT 1

Maintenance Area



NOT FOR CONSTRUCTION

EOR water ecology community
 EMMONS & OLIVIER RESOURCES, INC.
 1919 UNIV. AVE. W. #300 ST. PAUL, MN
 TEL: 651.770.8448 WWW.EORINC.COM

DATE	NO.	DESCRIPTION
12/12/2023	1	EASEMENT EXHIBIT
	2	
	3	
	4	
	5	
	6	

DESIGNED BY: EOR
 DRAWN BY: DEM
 CHECKED BY: MJM
 EOR JOB #0041-0418

BROWN'S CREEK WATERSHED DISTRICT

BROWN'S CREEK PARK STREAM RESTORATION
 WASHINGTON COUNTY, STILLWATER, MN
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

EASEMENT EXHIBIT
 SHEET 01 OF 01

Plot Date: 12/12/2023
 Drawing: emmons_olivier_resources_inc\clients\water\projects\brown_creek\0418-EasementExhibit.dwg
 40041_0418-XBASE
 40041_0418-FBASE
 40041_0418-LBASE
 Esri\Boulder\images\images\111...images\BCWD_bgp_x\clients\water\0418_brown_creek_restoration\gms\images\GSCCLogo_2019

