

Countryside Auto Repair Water Quality Project

A. Project Location



Figure 1. Location map for Countryside Auto Repair.

Project Location	Immediate Waterbodies Impacted	BMP Performance		
		TSS Reduction (lbs/yr)	N Reduction (lbs/yr)	P Reduction (lbs/yr)
Located south of McKusick Road and east of Neal Avenue North in the City of Stillwater, MN (Figure 1).	Brown's Creek	2,000	NA	2.50

The following images further illustrate where the project is located and how the project looks at the surface.



Figure 2. Countryside Auto Repair Water Quality Project looking west.



Figure 3. Countryside Auto Repair Water Quality Project looking east.



Figure 4. SWQU access manholes, catch basin locations.



Figure 5. Velocity check, looking east.

B. Description of Facility

I. General Site Description

Partners	Project Purpose	Drainage Size	Project Completed	Maintenance Requirement
BCWD, MN DNR Trails, Countryside Auto Repair	Reduce pollutant loading from industrial parking and storage from directly draining untreated into Brown's Creek	4 acres	2011	Minimum of 25 years (until 2039)
Note 1: BCWD is responsible for maintenance. MNDNR Parks & Trails is the landowner.				
Note 2: Manufacturer's (Prinsco) suggested design life of 75 years is similar to HDPE pipe, provided maintenance is completed and chemicals received in the runoff / sediment do not adversely impact the pipe.				
Note: At the end of the useful life of the tank, it is the responsibility of the BCWD to remove the underground facility and restore the property to a condition approved by the state				
Costs				
Total Project Cost: \$117,985.57 (including design and construction)				
<ul style="list-style-type: none"> Leveraged Clean Water Fund Grants: \$72,500 (61%) 				
<ul style="list-style-type: none"> Local BCWD Tax Levy: \$45,485.57 				

II. Parts Inventory

Item #	MN/DOT SPEC. NO.	Item	Quantity	
1	2503.603	WATER QUALITY UNIT (PRINSCO SWQU 6040 W/ HIGH FLOW BYPASS)	1	EA
2	2501.569	15" HDPE N-12 PIPE	248	LF
3	2554.602	15" GALVANIZED STEEL APRON AND TRASH GUARD	1	EA
4	2506.502	48" DIAMETER PRECAST CONCRETE MANHOLE AND FRAME & CASTING – Includes two catch basins adjacent to the SWQU (5' to 10' DEEP)	3	EA
5	2506.502	36" RISER MANHOLE SUPPORT COLLAR AND CASTING	2	EA
6	2511.501	RANDOM RIPRAP CALSS 2 W/ GEOTEXTILE FABRIC	30	CY

III. Stormwater Management Facilities

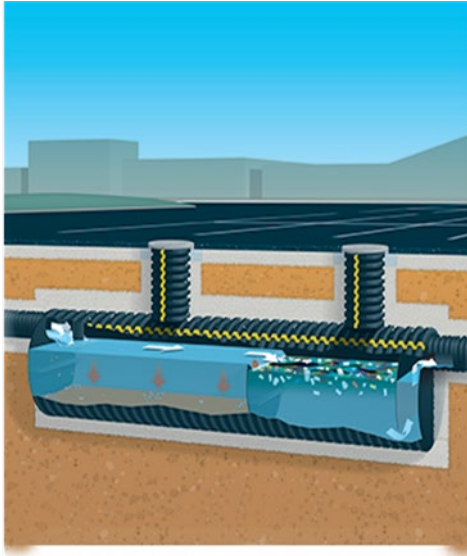


Figure 4. Prinsco Underground SWQU

The drainage path of the project is as follows: paved driveway with curb & gutter and catch basins direct site drainage into a single Prinsco underground stormwater quality unit (SWQU). The 5-foot diameter by 40-foot long underground storage tank is designed to capture debris collected in runoff including trash, sediment, oils, and other suspended solids. Higher flows are directed to a ditch (and ultimately Brown’s Creek) through an underground culvert.

Best Management Practices (BMPs) included in this project are an underground Prinsco HDPE SWQU, two inlet catch basins with grates, outlet pipes and manhole structure, as well as asphalt pavement, curb & gutter, and two velocity check dams.

Prinsco’s underground retention/detention systems provide a solution to effectively manage and store stormwater runoff utilizing a series of pipes and fittings. As the stormwater moves through the system, sediment and debris will tend to settle out of the water and collect in the pretreatment chamber side before it is able to enter the retention/detention chamber. This will require regular inspection and cleaning in order for the system to perform as originally designed and extend the service life.

Velocity checks are put in place to reduce outflow velocities into Brown’s Creek. Velocity checks should be inspected during each routine inspection to ensure they are clear of sediment and debris. If the SWQU is operating correctly, there should be minimal buildup of sediment in the velocity checks. If sediment build up does occur, and fills in half the velocity check capacity, the check structure should be cleared of sediment.

IV. Accessibility



Figure 5. Maintenance of WQU

To maintain the SWQU and the velocity checks, two possible access routes are available; one through the Countryside Auto property and the second along the Brown’s Creek State Trail. Access through the Countryside Auto property is provided by a recorded access agreement in effect until June 30, 2039. Access requires a minimum of two days written notice to enter the property. Access through the Countryside Auto Repair property is allowed for maintenance of the SWQU and the connecting catch basins. Manhole risers are

installed on top of the SWQU for removing debris, sediment, and trash.

The weight of maintenance vehicles required to conduct the clean out typically weigh 10 to 15 tons dry with a gross weight approaching 30 tons. It is anticipated this type of heavy equipment could remove acquired sediment in one or two maintenance trips. Access to the project from the Brown’s Creek State Trail would require a DNR issued Special Use Permit and would likely require light weight equipment, as the trail is only designed for a 10-ton gross weight. This would likely require four maintenance trips, or more depending on equipment choice, to remove the same amount of sediment as the larger equipment. *Countryside Auto Repair, at this time, is the primary access for all maintenance activities requiring heavy equipment. Inspection access is available from the Brown’s Creek State Trail.*

Contact Personnel	Contact Address	Organization	Advanced Notice
Hodge Van Tassel (651) 439-3853	13147 McKusick Rd N, Stillwater, MN 55082	Countryside Auto Repair	2 days written notice

V. Start-Up and Operating Procedures

a. Process Description

Not Applicable for this project

b. Controls

Not Applicable for this project

c. Start – Up Procedures

Not Applicable for this project

d. Normal Operating Procedures

The following personnel can be contacted for normal operating procedure questions.

Contact Personnel	Contact Number	Organization
Primary Karen Kill, Administrator	651-330-8220 x26	BCWD
Secondary Derek R. Lash, P.E., CPESC, Project Engineer	651-770-8448	Emmons & Olivier Resources, Inc.

e. Common Operating Problems

Maintaining the SWQU is important for the long-term functionality of the device. Due to the wooded nature of the site, this system’s inlet has a tendency to be plugged with leaves and sand. If left plugged, in larger storm events, water will bypass the system entirely and flow directly into Brown’s Creek.

C. Maintenance and Inspection Requirements

I. Planning Maintenance and Inspections

Inspections should be made two to three times per year between the months of April and November. The system should be cleaned out with a vacuum truck a minimum of biennially to maintain system efficiency.

a. Inspection Procedures

Item	Item Location	Parameter Measured	Inspection Frequency
West Catch Basin	North of trail, fence, and south edge of Countryside lot	Debris on grate cover, sediment buildup in basin	2 - 3 times per year
East Catch Basin	North of trail, fence, and south edge of Countryside lot	Debris on grate cover, sediment buildup in basin	2 - 3 times per year
SWQU West Access Manhole	North of trail, fence, and south edge of Countryside lot	Sediment depth	2 - 3 times per year
SWQU East Access Manhole	North of trail, fence, and south edge of Countryside lot	Sediment depth	2 - 3 times per year
Velocity Checks	South of Countryside lots and directly north of the trail	Blockage, debris, and sediment buildup	2 - 3 times per year

Inspections should include the following documentation (*Outlined in Section E, Record of Annual Inspection and Maintenance Program*) and measurements of the following BMP components:

1. *Document the presence of sediment, leaf litter, or other debris on the paved surface or covering the two catch basin grates. Such conditions could inadvertently direct runoff over the curb, bypassing the SWQU.*
2. *Document the presence of sediment, leaf litter, or other debris in each of the two catch basin manholes. Such conditions could block runoff from entering the SWQU and inadvertently direct runoff to the high-flow bypass pipe.*
3. *Measure the depth of sediment and/or organic layer in each of the two access manholes. The measurement should be recorded from the top of the access manhole rim to the sediment and/or organic layer. Initial measurements can be taken with a large stick or piece of string with a flat weight on the end. These measurements will allow for inspection measurements to be taken from outside of the system, eliminating the need for manned entrance.*

During inspections, elevations of sediment height should be taken from each riser and cleanout. These elevations should be recorded on the Inspection and Maintenance log sheet. Also during the inspection, personnel should be looking for blockages to inlet or outlet stubs. Inspection of the pre-treatment unit upstream of the system should be inspected at this time.
4. *Document the presence of sediment, leaf litter, or other debris in the manhole leaving the SWQU. The presence of discharged material could indicate the SWQU unit is inadvertently discharging sediment and/or debris because the unit is full and requires clean-out.*
5. *Document the presence of sediment, debris, or erosion at the end of the outlet pipe.*

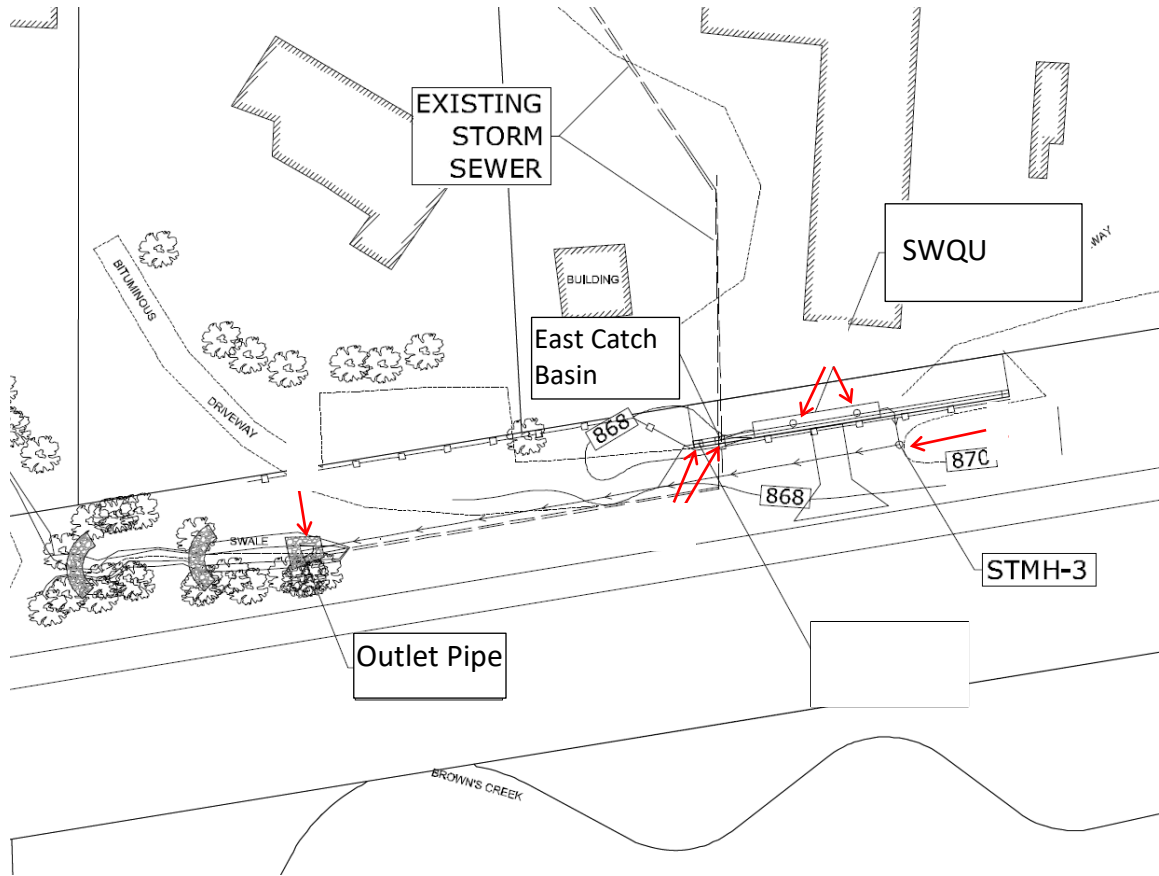


Figure 6. Inspection and maintenance items locations.

b. Maintenance Procedures

Item	Corrective Action	Maintained by	Maintenance Frequency	Est. Annual Cost (Based on 2024 Est.)
West Catch Basin	Clear with hand tools or vacuum truck	BCWD	As determined by inspections	\$500
East Catch Basin	Clear with hand tools or vacuum truck	BCWD	As determined by inspections	\$500
SWQU	Clear with vacuum truck	Contracted party	Minimum Biennial	\$1,675 (\$3,350) ¹
Velocity Checks	Clear with hand tools or mini excavator	Contracted party	As determined by inspections	\$2,500 ²
Quarterly inspections	N/A	BCWD	Bi-annual	\$666
Anticipated Total Yearly Cost:				\$5,841 + TBD
Note: Maintenance must be provided for a minimum of 25 years (until 2039).				

1. SWQU cleaning shows an annual cost, as well as a biennial frequency cost. The costs include contracted services and 30% professional fees & expenses. This cost includes sediment testing, removal, and disposal. Assume 4-6 hours and access through Van Tassel property. Access through the Brown's Creek State Trail would require lighter equipment, additional trips, and could vary costs.

2. Velocity check maintenance includes contracted services and 30% professional fees & expenses.

*Buildup of debris can obstruct flow through the laterals or block the entranceway of the outlet pipe in a retention or detention system. This may result in ineffective operation or complete failure of the system. Additionally, surrounding areas may potentially run the risk of damage due to flooding or other similar issues. The (BCWD) will perform between two and three inspections from April through November. Inspection summaries shall be completed by the District, at the time of each visit.

The BMPs shall be maintained and repaired by the District.

Within 7 days:

1. *Sediment, leaf litter, or other debris collected on the paved surface or covering the two catch basin grates shall be removed so runoff can enter the SWQU. Material shall be removed when an obstruction obviously directs runoff over the curb, and/or when less than 50% of the catch basin grate surface is visible.*

Within 90 days:

2. *Sediment, leaf litter, or other debris collected in the two catch basin manholes shall be removed so runoff can enter the SWQU rather than spilling over the curb and into Brown's Creek. Material shall be removed when the pipes are found to have 25% or greater of the pipe inlet blocked.*
3. *Sediment, leaf litter, or other debris will be removed from the SWQU through a cleaning process by vacuum truck or other appropriate means when remaining storage in the SWQU is found to be 50% or less of its original capacity.*
4. *If sediment, leaf litter, or other debris has accumulated in the manhole leaving the SWQU, inspection of the SWQU should take place to determine if the SWQU storage has reached 50% of its original capacity and if a cleaning process should be planned.*
5. *Sediment, leaf litter, or other debris will be removed from the outlet pipe when accumulation is restricting flow through the pipes by 50% of the original capacity.*
6. *Any areas of erosion, scouring, or destabilization associated with any of the aforementioned BMP components shall be corrected*

Evaluating and testing sediment

The MPCA requires the responsible parties to sample sediment to determine concentrations of 17 carcinogenic PAHs, 10 noncarcinogenic PAHs, and the metals arsenic and copper. The samples should be collected to the planned depth of excavation or greater, in two-foot intervals; the total number of samples required is dependent on the size of the dredging area, which in this case is less than one acre: two samples.

The sampling results can be compared to the MPCA's Remediation Division soil reference values (SRVs), using the "Summary of Stormwater Pond Sediment Testing Results" spreadsheet found at <http://www.pca.state.mn.us/sbiza7c>, click on the "Permit" tab, under the "Additional Items" heading.

Sediment determined to have concentrations less than Residential SRVs for all contaminants can be disposed of as unregulated fill or reused in accordance with the MPCA's BMPs for Off-Site Use of Unregulated Fill available at: <http://www.pca.state.mn.us/index.php/view-document.html?gid=13503>

Sediment with one or more contaminants exceeding Residential SRVs but not exceeding Industrial SRVs requires special management and cannot be used as unregulated fill; this sediment can be disposed of in solid waste landfills. Landfills accepting mixed municipal solid waste nearest to Brown's Creek Watershed District are the Pine Bend Sanitary Landfill, located at 2495 East 117th Street in Inver Grove Heights and the Burnsville Sanitary Landfill, located at 2650 West Cliff Road in Burnsville. A full list of landfills that accept municipal solid waste can be found at <https://www.pca.state.mn.us/sites/default/files/w-sw6-04.pdf>.

System Cleaning

Before commencing with system cleaning, notify landowner.

When using a water jet and vacuum truck, the high-pressure nozzle with rear facing jets is attached to a hose and pulled downstream, washing sediment and debris downstream with it. Therefore, the vacuum truck needs to be located on the downstream end of the pipe to remove the sediment and debris with the vacuum hose. Multiple passes of the water jet may be needed to clean the run, dependent on the amount of sediment or debris.

II. Corrective Actions and Modifications

Corrective actions and modifications are driven based on the performance of the SWQU, change in drainage land use, and (or) property tenant change.

III. In-house Versus Contracted Labor

BCWD is responsible for keeping paved surfaces free of debris and will perform this maintenance using in-house labor. BCWD does not own the necessary equipment to perform the maintenance of the SWQU and catch basin manhole sumps, and will therefore contract this labor.

IV. Sampling and Performance Monitoring

a. Sampling and Analysis

BCWD will contract for sediment sample collection at the time of required maintenance.

b. Performance Monitoring

BCWD is responsible for coordination of routine monitoring of the SWQUs and the catch basins containing energy dissipation baffles. BCWD will conduct sediment depth measurements to determine the point at which maintenance on the system is necessary.

D. Maintenance Responsibilities and Agreements

BCWD is responsible and will complete regular maintenance to remove trapped sediment and debris. Sediments and debris on the catch basins will be cleared out by hand or shovel.

I. Manufacturer's Recommendations

Before the system is cleaned, the following considerations should be made:

- *The system will be much easier to clean when there is little to no flow in the system and the system does not have any standing water. For this reason, cleaning should be scheduled around dry weather.*
- *Before cleaning begins, all outlet stubs should be blocked off. If this is not done, sediment loading could back up or plug downstream pipelines and add to cleaning expenses. Blocking the stubs will also prevent debris or pollutants from migrating downstream.*
- *When beginning the cleaning process, all upstream pipelines and pre-treatment units should be cleaned prior to starting on the retention or detention system.*
- *When cleaning the retention or detention system, it is best to start at the highest elevation of the system and work towards the lowest elevation.*
- *Stationing the vacuum truck above the downstream manifold and jetting the debris from the laterals to the downstream manifold provides an effective capture point for the vacuum line.*

II. Safety

Before entering a retention or detention system, ensure all OSHA and local safety regulations are being followed. Only personnel with appropriate confined space permits and personal protective equipment should be allowed to enter the system.

E. Records and Reporting

Records and reporting should be reported to and maintained by BCWD. The following information should be recorded during all inspection visits:

Record of Annual Inspection and Maintenance Program:

Inspector Information					
Visit Number:					
Name					
Date:					
Identifier Number	Structure Description	Debris / Sediment	Depth to Sediment	Maint. Trigger (ft)	Notes
1.	Paved Surface	Y / N			
2.	Catch Basins				
	East Catch Basin	Y / N		3.14	
	West Catch Basin	Y / N		3.05	
3.	Water Quality Unit				
	East Access Manhole	Y / N		7.36	
	West Access Manhole	Y / N		6.25	
4.	STMH-3	Y / N		5.05	
5.	Outlet Pipe	Y / N			
Maintenance Description:					
Contractor / Maintenance Crew Information					
Date:					
Name:					
Phone:					
Address:					
Maintenance Description:					

F. Emergency Plan and Operating Procedures

I. Emergency Plan

Issues that would trigger the Emergency Operating Procedure consist of large oil or other contaminant spills that enter the SWQU. Always call 911 in a situation that presents a risk of immediate bodily harm to yourself or the surrounding community.

II. Emergency Operating Procedures

In the event of an operational emergency, please contact the following personnel for further assistance.

Contact Personnel		Contact Number	Organization
Primary	Karen Kill, Administrator	651-330-8220 x26	BCWD
Secondary	Derek R. Lash, P.E., CPESC, Project Engineer	651-770-8448	Emmons & Olivier Resources, Inc.
Secondary*	Minnesota Duty Officer	651-649-5451	Minnesota Pollution Control Agency
*For reportable spills (greater than five gallons for petroleum spills, spills of any quantity of all other chemicals or materials)			

G. Appendices

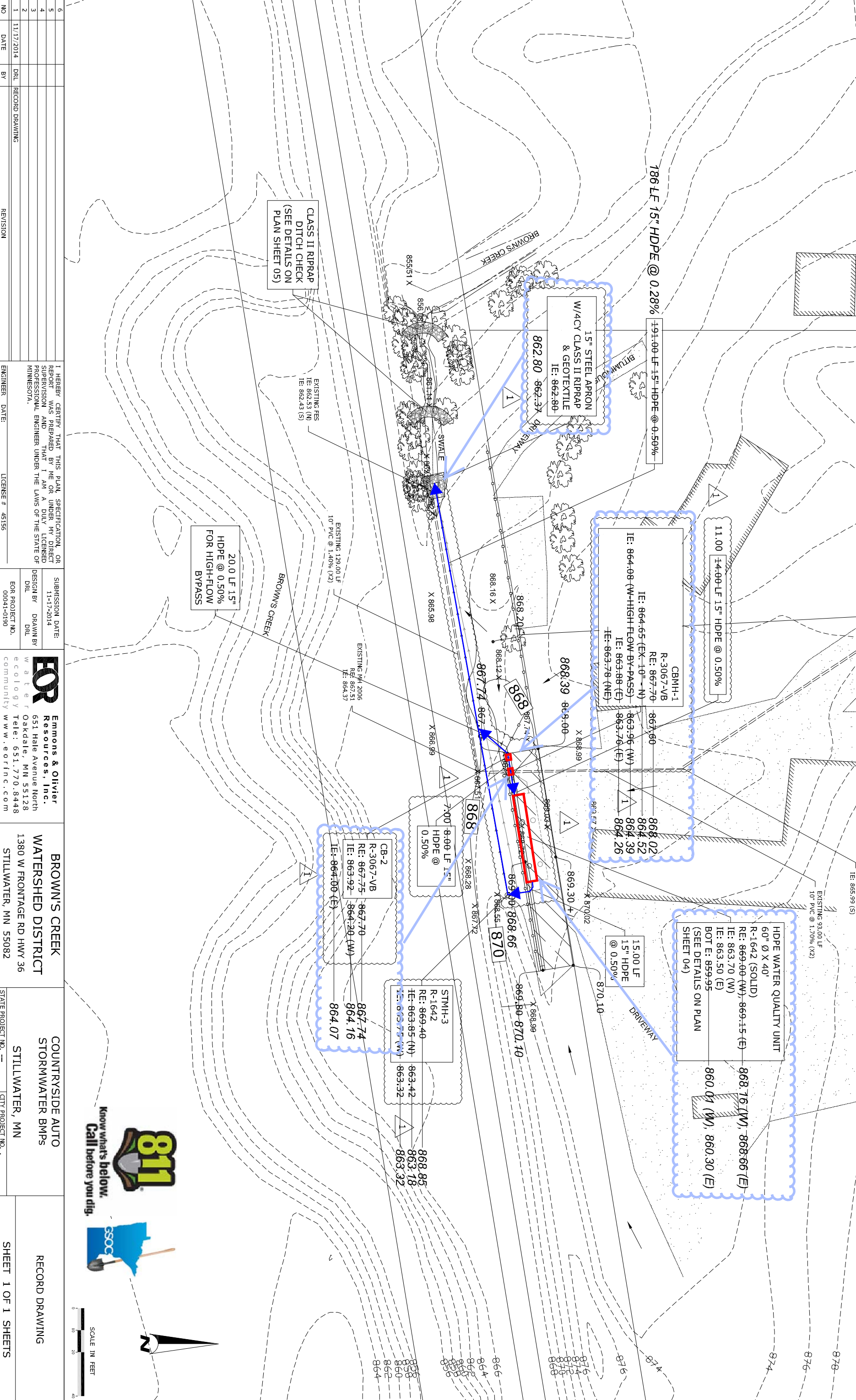
I. Construction Plan Set

II. Agreements

- a. Cooperative Agreement – MN DNR
- b. Access Agreement – Countryside Auto Repair

RECORD DRAWING
 CONTRACTOR: FITZGERALD EXCAVATING & TRUCKING
 COMPLETION DATE: NOVEMBER 2014

1 FIELD CHANGE 1 (TYP.)



Hot Date: 11/17/2014
 Drawing name: X:\Clients_WD\041_BCW\0190_CountrySide_Auto_Repair_BMPs\09_GMS_CountrySide.dwg\0041_00190_PBase_20140416.dwg
 Xrefs: XBase_CountrySide2, X=HY_BNDRY2, Default_parcel_Area2, 8T121-AIgn & Profile 195+00 to 210+00

NO	DATE	BY	REVISION
1	11/17/2014	DRL	RECORD DRAWING
2			
3			
4			
5			
6			

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ENGINEER: DATE: LICENSE # 45156

FOR PROJECT NO. 00041-0190

EMMONS & OLIVIER RESOURCES, INC.
 651 HALE AVENUE NORTH
 OAKDALE, MN 55128
 TEL: 651.770.8448
 WWW.EORINC.COM

BROWN'S CREEK
 COUNTRYSIDE AUTO
 STORMWATER BMPs
 STILLWATER, MN

Know what's below.
 Call before you dig.

SCALE IN FEET
 0 10 20 40

RECORD DRAWING
 SHEET 1 OF 1 SHEETS

NO	DATE	BY	REVISION
1	10/16/2014	DRL	REVISION 1
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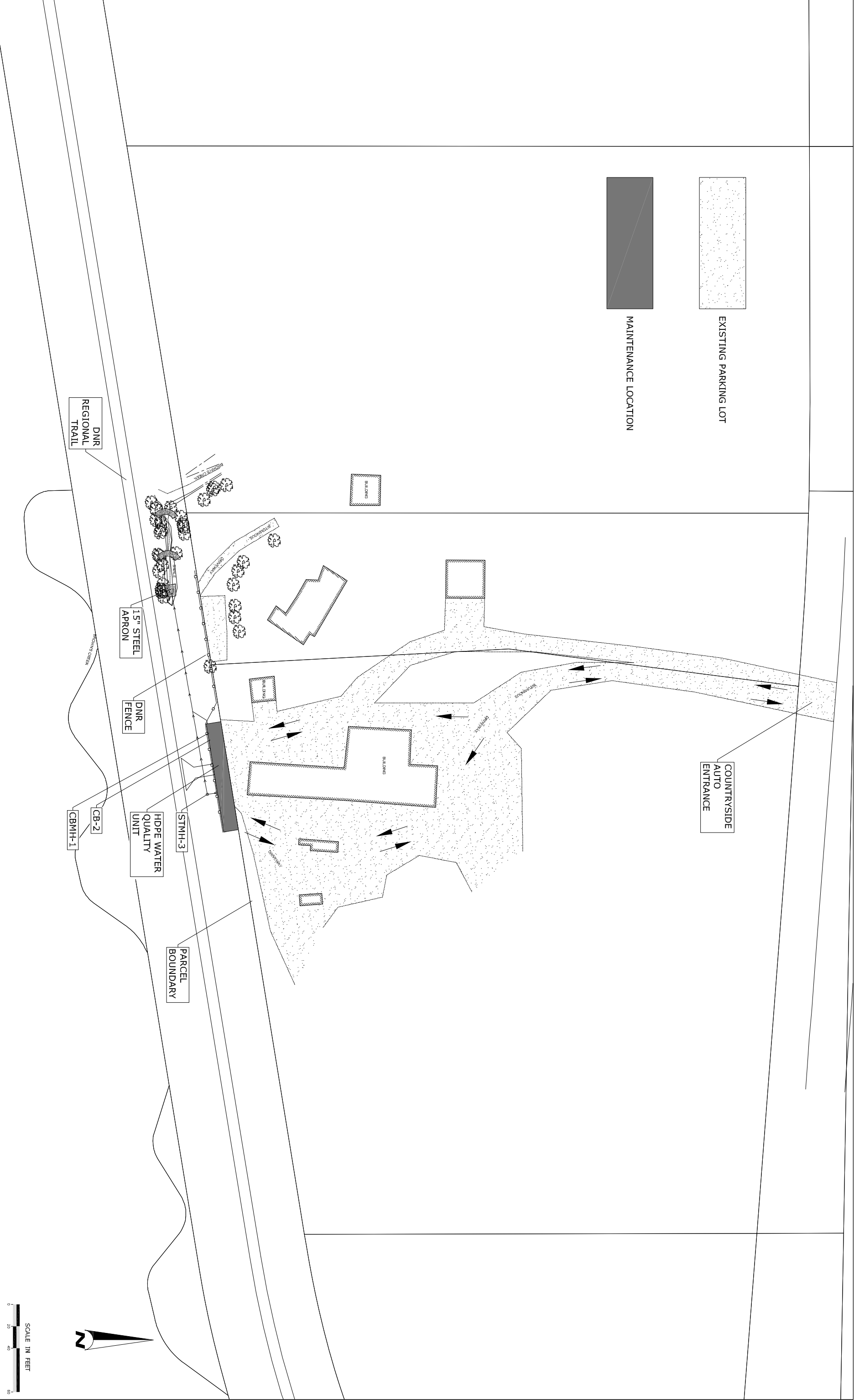
SUBMISSION DATE: 07-21-2014
DRAWN BY DRL
FOR PROJECT NO. 00041-0190

FOR
 Emmons & Olivier
 Resources, Inc.
 651 Hale Avenue North
 Oakdale, MN 55128
 Telephone: 651.770.8448
 www.eorinc.com

**BROWN'S CREEK
 WATERSHED DISTRICT**
 1380 W FRONTAGE RD HWY 36
 STILLWATER, MN 55082

**COUNTRYSIDE AUTO
 STORMWATER BMPs**
 STILLWATER, MN

EXHIBIT A
 SHEET 01 OF 01 SHEET



SCALE IN FEET
 0 20 40 80

**COOPERATIVE AGREEMENT BETWEEN
DEPARTMENT OF NATURAL RESOURCES AND BROWN'S CREEK WATERSHED DISTRICT
FOR THE BROWN'S CREEK STATE TRAIL CREEK REHABILITATION AND WATER QUALITY IMPROVEMENTS**

THIS AGREEMENT is made by and between the State of Minnesota, acting by and through the commissioner of the Department of Natural Resources hereinafter referred to as the "State," an administrative agency of the State of Minnesota, and the Brown's Creek Watershed District, hereinafter referred to as "BCWD," a watershed district with purposes and powers set forth in Minnesota Statutes chapters 103B and 103D.

WITNESSETH:

WHEREAS the Commissioner of Natural Resources has the authority, duty and responsibility under Minnesota Statutes section 85.015, subdivision 14, to establish, maintain and operate the Brown's Creek trail; and

WHEREAS State and the BCWD are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise their powers; and

WHEREAS BCWD has authority under chapters 103B and 103D to design and implement programs and projects to improve water quality and protect water resources within the Brown's Creek watershed; and

WHEREAS the State owns land through which Brown's Creek flows for part of its course, as described in Exhibits A & B, which are attached to and incorporated into this agreement and hereinafter referred to collectively as "the State Property"; and

WHEREAS the State has initiated the design and development of a multi-use recreational trail, the Brown's Creek State Trail, on the State Property, hereinafter referred to as the "State Trail"; and

WHEREAS the State and the BCWD have identified the need to restore floodplain and stabilize the creek banks (hereinafter referred to a Project A) and to provide for construction of stormwater-treatment facilities to improve water quality in Brown's Creek (hereinafter referred to a Project B) on the State Property; and

WHEREAS the BCWD has developed preliminary plans and designs for Project A, which are attached and incorporated into this agreement as Exhibit C, and for Project B, which are attached and incorporated into this agreement as Exhibit D, which are together hereinafter referred to as "the Projects"; and

WHEREAS the BCWD Board of Managers have ordered the Projects in accordance with Minnesota Statutes section 103B.251; and

WHEREAS THE STATE AND BCWD have determined that the Projects and the State Trail are compatible improvements, and that pursuing the Projects in conjunction with the construction of the State Trail presents an opportunity to cost-effectively and collaboratively pursue the parties' purposes;

WHEREAS the State and BCWD have investigated soil conditions on the State Property and the parties concur that construction of the Projects must be conducted in accordance with plans approved by the Minnesota Pollution Control Agency;

WHEREAS, upon completion, the State Trail and the Projects shall be solely owned by and the sole responsibility of the State, except that the underground stormwater treatment facility as shown in Exhibit D will be the sole responsibility of the BCWD; and

WHEREAS, upon completion the BCWD will retain responsibility for maintenance of the Projects as provided herein; and

WHEREAS a resolution or copy of the BCWD Board meeting minutes authorizing the BCWD to enter into this agreement is attached and incorporated into this agreement as Exhibit E; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE DUTIES AND RESPONSIBILITIES

- A. The State shall prepare the necessary preliminary and final design plan, specifications, and proposal for the development of the State Trail. The design shall include a principal bituminous surfaced recreational trail and a secondary, designated unpaved treadway where practical, and meet Americans with Disabilities Act requirements.
- B. The State has enrolled the State Trail in the Minnesota Pollution Control Agency's Voluntary Investigation and Cleanup program (MPCA) and will secure approval of plans for the State Trail and the Projects and a letter or letters of liability assurance from MPCA for itself and BCWD for the State Trail and the Projects.
- C. The State will review the plans and design for Project A (the Project A Design), and the plans and design for Project B developed by the BCWD and provided in accordance with paragraph 2A of this agreement (the Project B Design; collectively, the plans and designs are hereinafter referred to as the Project Designs) and approve the Project Designs with regard to compatibility with plans for the State Trail and management of the State Property.
- D. Upon approval of the Project Designs by the State and BCWD, the State will incorporate the Project Designs into the construction bidding documents prepared for construction of the State Trail as separate Bid Alternate Items. The State shall procure bids in accordance with applicable state law for the concurrent construction of the State Trail and the Projects. The State will provide the bid documents from the bidder determined by the State to be the lowest responsible and responsive bidder to BCWD for review of the Bid Alternates and possible ordering by BCWD in accordance with the terms of this agreement. In the event that either Bid Alternate or both Bid Alternates are ordered in accordance with the terms of this agreement, the State will require the selected contractor to name the BCWD as an additional insured with primary coverage on a noncontributory basis for commercial general liability as a term of the contract for the construction of the State Trail and the Projects.
- E. The State shall administer any construction contract for the State Trail and the Projects, as well as providing construction staking, materials testing, record keeping and construction inspection.
- F. The State will obtain all federal, state permits, licenses and approvals necessary for the construction of the State Trail.
- G. The State will provide reasonable notice of and allow BCWD's authorized representatives to attend pre-construction and construction meetings related to the Projects.
- H. The State will allow BCWD to inspect the Projects during and after construction, and review all related documentation to ensure material conformance to the Project Designs. The State will designate an individual or individuals who will serve as BCWD's contact during construction of the Projects and to whom BCWD's authorized representative will provide comments, notes, suggestions, necessary changes and guidance with regard to the construction of the Projects.
- I. The State will provide notice of completion of the Projects and an invoice for the costs incurred for construction of the Projects to BCWD, along with appropriate supporting documentation.
- J. The State will provide BCWD with a copy of the contract documents of the Projects within 180 days of completion of construction of the Projects.

- K. The State shall permit the BCWD an opportunity to review and comment on any major alterations to the Projects proposed by the State during the term of this Agreement.
- L. The State grants the BCWD the right to access the Projects as necessary for BCWD to fulfill its obligation to maintain and provide signage for the Projects in accordance with the terms of this agreement, provided BCWD receives written approval from the State for each entry onto the State Property. Within a reasonable time after completion of construction of the Projects, the State will furnish BCWD with site plans and maps specifying BCWD's access route and geographic limits for maintenance of the Projects in accordance with the terms of this agreement.
- M. The State and the BCWD shall collaborate on the development of educational and informational signage pertinent to the Projects, and with the approval of the State, the BCWD, at its cost, may install, maintain, replace or remove signage related to the Projects.

II. BCWD'S DUTIES AND RESPONSIBILITIES

- A. The BCWD will provide the final design, plans and specifications constituting the Project A Design and the final design, plans and specifications constituting the Project B Design to the State by April 23, 2014, for incorporation into construction documentation prepared for the solicitation of bids for construction of the State Trail and the Projects.
- B. The BCWD will collaborate with and contribute to the State's development and implementation of documentation and plans necessary to secure approval of the plans and a letter or letters of liability assurance from the MPCA, including but not limited to providing investigative data and analysis.
- C. The BCWD will ensure that the design and plans for the Projects are consistent with applicable BCWD regulatory standards and criteria.
- D. The BCWD will designate an authorized representative to serve as liaison to the State for purposes of coordinating inspection, construction oversight, construction engineering and maintenance of the Projects as provided in this agreement.
- E. The BCWD will review the lowest responsive and responsible contractor's bid documents for the State Trail construction, as determined by the State in accordance with applicable law, and issue within 5 days from receipt of the contractor's bid documents a written request to the State to award a contract for the State Trail that includes one or both of the Bid Alternates for construction of the Projects. In the event that BCWD requests that the State include only one of the Bid Alternates in the contract for construction of the State Trail, "the Projects" as used herein will refer to only Project A for purposes of the parties' rights and obligations incurred and due after the State awards the contract for construction of the State Trail. Failure by the BCWD to issue a request will result in the State's awarding the contract for the State Trail without either Bid Alternate.
- F. The BCWD shall contribute funding for the construction of the Projects in accordance with Article III.
- G. The BCWD will inspect and maintain, at its cost, the Projects during the term of this Agreement. Maintenance of the Projects will be performed by the BCWD according to a plan and schedule to be developed by the BCWD, mindful of the recreational purposes of the State Trail, and approved by the State.
- H. The BCWD and the State shall collaborate on the development of educational and informational signage pertinent to the Project, and with the approval of the State, the BCWD, at its cost, may install, maintain, replace or remove signage related to the Project.

- I. At the termination of this Agreement, the BCWD will, at its cost, remove the underground stormwater treatment facility identified in Exhibit D from the State Property and will restore the State Property to a condition as approved by the State.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a)(b)(c)(d)(e)(f)(g)(h)(i)(j)(k)(l)(m) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered. The total obligation of the State is limited to the amount of funds legislatively appropriated and administratively allocated to this project.

The BCWD shall reimburse the State in accordance with its responsibilities under Article II and within 30 days of the State's presentation of invoices for costs incurred for the construction of the Projects, up to but not to exceed a total of \$350,000 if BCWD requests that Project A and Project B be included in the construction documents and are constructed in substantial conformity with the approved Project Designs, and up to but not to exceed a total of \$150,000 if BCWD requests only that Project A be included in the construction documents and is constructed in substantial conformity with the approved Project A Design, along with up to \$2,000 in documented MPCA oversight costs incurred for MPCA review and approval associated with the Projects.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The BCWD's liability shall be governed by and limited to the amount set forth in Minnesota Statutes, Sections 466.01-466.15, and other applicable law.

The State and the BCWD enter this agreement solely for the purposes of stabilizing banks, restoring floodplain and constructing stormwater-treatment facilities to improve water quality in Brown's Creek along the Brown's Creek on the State Property. The BCWD shall not be deemed to have acquired by entry into or performance under this agreement, ownership in or to any portion of the State Property or property adjacent to the State Property.

V. TERM

- A. *Effective Date:* May 1, 2014, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later.
- B. *Expiration Date:* May 1, 2039, unless cancelled in accordance with the terms as provided herein or agreed to in writing by both parties. This Agreement will renew automatically for five (5)-year terms unless terminated. Either party may terminate the Agreement on 90 days' written notice to the other. After the initial term, either party may terminate the Agreement on 30 days' written notice to the other.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of the BCWD relevant to the agreement shall be subject to examination by the

Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

The BCWD hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the BCWD. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the completion of the activities covered under this agreement. The State will notify the BCWD by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the BCWD notice of lack of funding within a reasonable time of the State's receiving that notice.

This Agreement may also be cancelled by the BCWD at any time with cause prior to the BCWD's submittal of written approval of the State's awarding of a contract for the construction of the Project.

IX. GOVERNMENT DATA PRACTICES

The BCWD and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the BCWD under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the BCWD or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the Projects must identify the State and the BCWD as the sponsoring agencies and must not be released by a party without prior written approval of the other party. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the State or BCWD individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State

Kent Skaar, Senior Project Manager
Minnesota Department of Natural Resources
Parks and Trails Division
500 Lafayette Road
St. Paul, MN 55155

The BWCD

Karen Kill, Administrator
Brown's Creek Watershed District
455 Hayward Ave N
Oakdale, MN 55128
Fax: 651-756-8552

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bounded thereby.

DEPARTMENT OF NATURAL RESOURCES *CB*

By: *[Signature]*
Title: Deputy Director, Parks & Trails
Date: 5-15-14

COMMISSIONER OF ADMINISTRATION

By: *Sara Freedland*
Title: AMS
Date: 5-30-14

38327

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as req by Minn. Stat. 16A.15 and 16C.05.

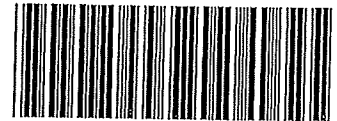
Signed: *Laura Ochs*
Date: April 23, 2014
Contract: 77.3.32

BROWN'S CREEK WATERSHED DISTRICT

By: *[Signature]*
Title: Vice-President
Date: 5/7/2014

EXHIBIT A
State Property Encompassing Brown's Creek Trail

3875367



Certified Filed and/or recorded on:
2/16/2012 11:28 AM

3875367

Office of the County Recorder
Property Records & Taxpayer Services
Washington County, MN

Kevin J Corbit, County Recorder

Receipt#: 183500

WAR

\$46.00

CRV Filed
No Delinquent Taxes
Transfer Entered

Return to:
MN DEPT OF NATURAL RESOURCES
DIV OF LANDS, ATTN: BRIDGET J
500 LAFAYETTE RD.
ST. PAUL MN 55155

03.030.21.22.0009
19.030.20.41.0002
21.030.20.24.0011
21.030.20.13.0059
21.030.20.13.0047
21.030.20.14.0042
21.030.20.14.0043
21.030.20.41.0001
21.030.20.41.0002

(Above Space is Reserved for Recording Information)

(G&F 14023)

WARRANTY DEED

DEED TAX DUE: \$13,975.50

Date: FEBRUARY 16, 2012

IN CONSIDERATION OF FOUR MILLION TWO HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$4,235,000.00), D.L. PARADEAU MARKETING, LLC, a limited liability company under the laws of the State of Florida and MINNESOTA ZEPHYR LIMITED aka MINNESOTA ZEPHYR, INC., a corporation under the laws of the State of Minnesota ("Grantors"), hereby convey and warrant to STATE OF MINNESOTA, a sovereign body ("Grantee"), real property in Washington County, Minnesota, described as follows:

See attached Exhibit A,

together with all hereditaments and appurtenances belonging thereto, subject to easements, covenants, conditions and restrictions of record, if any.

Check here if all or part of the described real property is Registered (Torrens)

Check applicable box:

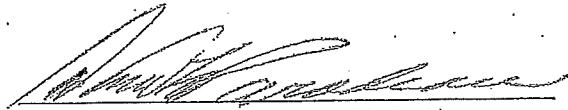
- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Washington County, MN
Office of the County Recorder
Property Records & Taxpayer Services
Kevin J Corbit, County Recorder
Molly O Rourke, Auditor Treasurer

Receipt#: 183502
Date: 2/16/2012

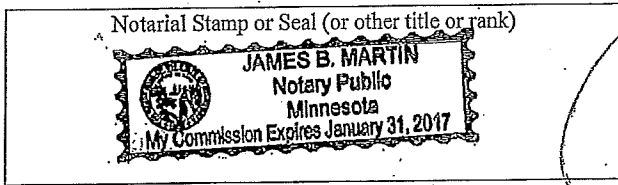
SDT \$13,975.50
Conservation Fee: \$5.00

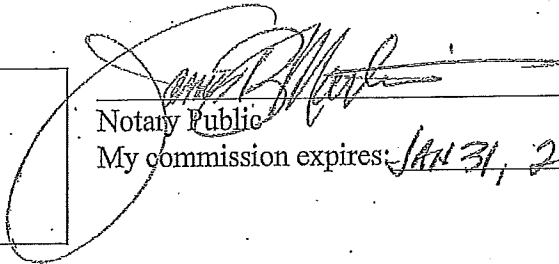
D.L. PARADEAU MARKETING, LLC


DAVID L. PARADEAU, Chief Manager

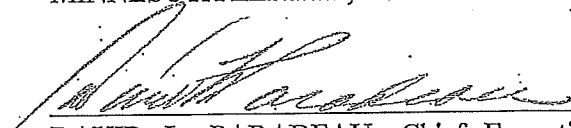
STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 16TH day of FEBRUARY, 2012; by DAVID L. PARADEAU, the Chief Manager of D.L. PARADEAU MARKETING, LLC, a limited liability company under the laws of the State of Florida, on behalf of the limited liability company.



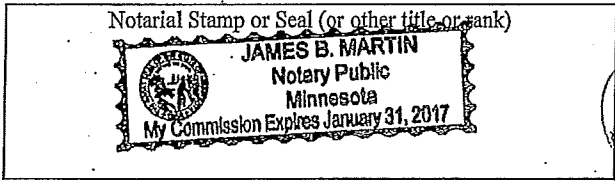

Notary Public
My commission expires: JAN 31, 2017

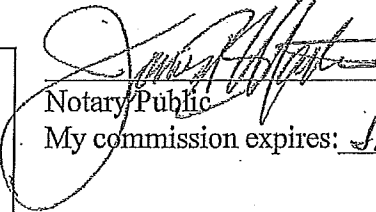
MINNESOTA ZEPHYR LIMITED aka
MINNESOTA ZEPHYR, INC.


DAVID L. PARADEAU, Chief Executive
Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 16TH day of FEBRUARY, 2012, by DAVID L. PARADEAU, the Chief Executive Officer of MINNESOTA ZEPHYR LIMITED aka MINNESOTA ZEPHYR, INC., a corporation under the laws of the State of Minnesota, on behalf of the corporation.





Notary Public
My commission expires: JAN 31, 2017

THIS INSTRUMENT WAS DRAFTED BY:

BRIDGET L. JACOBSON
State of Minnesota
Department of Natural Resources
Division of Lands and Minerals
500 Lafayette Road
St. Paul, MN 55155-4045

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

State of Minnesota
Department of Natural Resources
Division of Lands and Minerals
Tax Specialist, Box 45
500 Lafayette Road
St. Paul, MN 55155

EXHIBIT A

All that portion of the former Northern Pacific Railway Company's, now Burlington Northern Railroad Company's, Stillwater Branch Line right-of-way, as now located in Section 23 and Section 24, in Township 30 North, Range 21 West and in Sections 19, 20 and 21, Township 30 North, Range 20 West, of the Fourth Principal Meridian, Washington County, Minnesota, being more particularly described as follows:
Township 30 North – Range 21 West.

Parcel 1: A strip of land 100 feet in width, being 50 feet wide on each side of the hereinafter described main track centerline, as located in the N $\frac{1}{2}$ N $\frac{1}{2}$ of said Section 23 and in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, the NE $\frac{1}{4}$ NW $\frac{1}{4}$, the SE $\frac{1}{4}$ NW $\frac{1}{4}$, the SW $\frac{1}{4}$ NE $\frac{1}{4}$, the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, the NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, situated Easterly of a line drawn at right angles to said main track centerline

(Entry No. 1. Continued)

at a point therein distant 461.6 feet Easterly of said West line of said Section 23, as measured along said main track centerline. Said point hereinbefore described also being defined as railroad Survey Station 332+92.0 (Milepost 6.3)
And also, Township 30 North, Range 20 West.

Parcel 1A: A strip of land 100 feet in width being 50 feet wide on each side of said main track centerline as located in the N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Fractional Section 19; The N $\frac{1}{2}$ SW $\frac{1}{4}$, the SE $\frac{1}{4}$ NW $\frac{1}{4}$, the N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ and the S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 20; The S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, the N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Fractional Section 21.
And Also,

Parcel 2: A strip of land 100 feet in width being 50 feet wide on each side of said main track centerline as located in Government Lot 2 of said Fractional Section 21, lying Northerly of the North line of Alder Street, according to the recorded plat thereof and Easterly of the West line of said Government Lot 2, and also being portions of Lots 3, 4, 5 and 6, in Block 54; Lots 1, 2 and 6 in Block 55 and of Lot 1 in Block 56, said Blocks being situated in Carl and Schulenburg's Addition to Stillwater, according to the recorded plat thereof.
EXCEPT All that part of the East 118.00 feet of the North 78.00 feet of Lot 3, Block 54, Carl and Schulenburg's Addition to Stillwater, Washington County, Minnesota, lying southwesterly of the northeasterly right-of-way of the Minnesota Transportation Museum Railroad right-of-way, (formerly Northern Pacific Railroad Company);
ALSO EXCEPT All that part of the East 43.00 feet of the North 86.00 feet of Lot 5;

Block 54, Carli and Schulenburg's Addition to Stillwater, Washington County, Minnesota, lying southwesterly of northeasterly right-of-way of the Minnesota Transportation Museum Railroad right-of-way, (formerly Northern Pacific Railway Company);
And Also,

Parcel 3: A strip of land 70 feet in width being 35 feet wide on each side of said main track centerline as located in the East half of said Government Lot 2 of said Fractional Section 21, being portions of Lots 1, 2 and 3, in Block 49 and of Lot 4, in Block 50, both of said Blocks being situated in said Carli and Schulenburg's Addition to Stillwater.
And also,

Parcel 4: A strip of land 70 feet in width being 30 feet wide on the Southwesterly side and 40 feet wide on the Northeasterly side of said main track centerline as located in said Government Lot 2 of said Fractional Section 21, being portions of

(Entry No. 1. Continued)

Lots 1 and 2 in Block 41 in said Carli and Schulenburg's Addition to Stillwater,
And Also,

Parcel 5: A strip of land 80 feet in width being 35 feet wide on the Southwesterly side and 45 feet wide on the Northeasterly side of said main track centerline as located in said Government Lot 2 of said Fractional Section 21, being portions of Lot 3 in said Block 41 and of Lot 7 in Block 51 of said Carli and Schulenburg's Addition to Stillwater.
And Also,

Parcel 6: A strip of land 70 feet in width being 30 feet wide on the Westerly side and 40 feet wide on the Easterly side of said main track centerline, as situated in Government Lot 3 of said Fractional Section 21 which lies Southerly of the Easterly extensions of the North line of Block 32 in said Carli and Schulenburg's Addition to Stillwater and northerly of the Easterly extension of the South line of the North Half of Lot 4 in said Block 32,
And Also,

Parcel 7: A strip of land being of uneven widths on each side of said main tract centerline as located in Government Lots 3 and 4 in said Fractional Section 21 bounded as follows: On the North by said Easterly extension of said South line of said North half of said Lot 4 in said Block 32; on the South by a line drawn at right angles to said main tract centerline at a point therein distant 1,246.3 feet Southerly, as measured along said main track centerline, of said Easterly extension of said South line of said North Half of said Lot 4, in said Block 32. Said point hereinafter described in this parcel also being defined as railroad Survey Station 623+84.8

(Milepost 11.81); on the East by the Westerly boundary line of tract of land by which title was registered by decree to H. M. Baskerville on September 10, 1945; on the West by the Easterly boundary line of Main Street as relocated across said Blocks 7 and 32 as said line was established by the bargain and Sale Deed dated September 1, 1888 granted to said City of Stillwater from the former Stillwater and St. Paul Railroad. Said deed was recorded on June 24, 1890 in Book 32 on Page 60 in the records of the Registrar of Deeds in and for said Washington County, Minnesota.

Main Track Centerline: Beginning at a point on the West line of Section 23, Township 30 North, Range 21 West of the Fourth Principal Meridian distant 1,402.56 feet Northerly of the Southwest corner of the Northwest Quarter of said Section 23; thence Northeasterly, deflecting 71 degrees 36 minutes to the right as measured from North to East from said West line of said Section 23, a distance of 928.7 feet to the Point of Commencement of a 1 degree 00 minutes curve to the right, concave Southeasterly, having a delta angle of 10 degrees 38 minutes;

(Entry No. 1. Continued)

thence continuing Northeasterly along said 1 degree 00 minutes curve an arc distance of 1,063.3 feet; thence continuing Northeasterly, tangent to the last described curve, a distance of 1,320.1 feet to the Point of Commencement of a 2 degree 00 minutes curve to the left, concave Northwesterly, having a delta angle of 13 degrees 25 minutes; thence continuing Northeasterly, along said 2 degree 00 minutes curve an arc distance of 670.8 feet; thence continuing Northeasterly, tangent to the last described curve, a distance of 648.7 feet to the Point of Commencement of a 5 degree 00 minutes curve to the right, concave Southeasterly, having a delta angle of 26 degrees 40 minutes; thence in an Easterly direction, along said 5 degree 00 minutes curve an arc distance of 533.3 feet; thence continuing Easterly, tangent to the last described curve, a distance of 351.4 feet to the Point of Commencement of a 4 degree 00 minutes curve to the right, concave Southwesterly, having a delta angle of 26 degrees 29 minutes. Thence Southeasterly, along said 4 degree 00 minutes curve an arc distance of 662.1 feet; thence continuing Southeasterly, tangent to the last described curve, a distance of 859.4 feet to the Point of Commencement of a 4 degree 00 minutes curve to the right, concave Southwesterly, having a delta angle of 27 degrees 02 minutes; thence continuing Southeasterly, along said 4 degree 00 minutes curve an arc distance of 675.8 feet; thence continuing Southeasterly, tangent to the last described curve, a distance of 191.5 feet to the Point of Commencement of a 4 degree 00 minutes curve to the left, concave Northeasterly, having a delta angle of 34 degrees 57 minutes; thence continuing Southeasterly, along said 4 degree 00 minutes curve an arc distance of 873.8 feet; thence continuing Southeasterly, tangent to the last described curve, a distance of 1,350.4 feet to the Point of Commencement of a 3 degree 00 minutes curve to the left, concave Northerly, having a delta angle of 24 degrees 20 minutes; thence Easterly along said 3 degree 00 minutes curve an arc distance of 411.1 feet; thence continuing Easterly, tangent to last described curve, a distance of 2,761.7 feet to the Point of Commencement of

Continued

a 2 degree 00 minutes curve to the right, concave Southerly, having a delta angle of 27 degrees 04 minutes; thence Southeasterly, along said 2 degrees 00 minutes curve an arc distance of 1,353.3 feet; thence continuing Southeasterly, tangent to the last described curve, a distance of 593.3 feet to the Point of Commencement of a 3 degree 00 minutes curve to the left, concave Northerly, having a delta angle of 37 degrees 02 minutes; thence Easterly, along said 3 degree 00 minutes curve an arc distance of 1,235 feet; thence Northeasterly tangent to the last described curve, a distance of 1,595 feet to the Point of Commencement of a 6 degree 00 minutes curve to the left, concave Northwesterly, having a delta angle of 61 degrees 55 minutes; thence continuing Northeasterly, along said 6 degree 00 minutes curve an arc distance of 1,031.9 feet; thence continuing Northeasterly tangent to the last described curve, a distance of 564.9 feet to the Point of Commencement of a 6 degree 00 minutes curve to the right, concave Southeasterly having a delta angle of 80 degrees 09 minutes; thence Easterly, along said 6 degree 00 minutes curve an

(Entry No. 1. Continued)

arc distance of 1,335.8 feet; thence continuing Easterly, tangent to the last described curve a distance of 400.6 feet to the Point of Commencement of a 7 degree 30 minutes curve to the left, concave Northerly, having a delta angle of 19 degrees 10 minutes; thence continuing Easterly, along said 7 degrees 30 minutes curve an arc distance of 256.6 feet; thence continuing Easterly, tangent to the last described curve, a distance of 229.8 feet to the Point of Commencement of a 6 degree 00 minutes curve to the right, concave Southerly, having a delta angle of 22 degrees 15 minutes; thence continuing Easterly, along said 6 degree 0 minutes curve an arc distance of 370.8 feet; thence continuing Easterly, tangent to the last described curve, a distance of 153 feet to the Point of Commencement of a 4 degree 00 minutes curve to the left, concave Northerly, having a delta angle of 10 degrees 35 minutes; thence continuing Easterly, along said 4 degree 00 minutes curve an arc distance of 264.6 feet to the Point of Commencement of a 0 degree 30 minutes compound curve to the left, concave Northerly having a delta angle of 2 degrees 50 minutes; thence continuing Easterly, along said 0 degree 30 minutes compound curve an arc distance of 566.7 feet; thence continuing Easterly, tangent to said compound curve a distance of 110 feet to the Point of Commencement of a 2 degree 30 minutes curve to the left, concave Northerly, having a delta angle of 9 degrees 05 minutes; thence continuing Easterly, along said 2 degree 30 minutes curve an arc distance of 363.3 feet, to the Point of Commencement of a 5 degree 00 minutes reverse curve to the right, concave Southerly, having a delta angle of 25 degrees 54 minutes; thence continuing Easterly, along said 5 degree 00 minutes reverse curve an arc distance of 516.9 feet; thence Southeasterly tangent to said 5 degree 00 minutes reverse curve, a distance of 337.6 feet to the Point of Commencement of a 5 degree 00 minutes curve to the left, concave Northerly, having a delta angle of 22 degrees 08 minutes; thence Easterly, along said 5 degree 00 minutes curve an arc distance of 442.6 feet; thence Northeasterly, tangent to the last described curve, a distance of 287.3 feet to the Point of Commencement of a 3 degree 00 minutes curve to the right, concave Southerly,

Continued

having a delta angle of 14 degrees 18 minutes; thence Easterly, along said 3 degree 00 minutes curve an arc distance of 476.7 feet; thence Southeasterly, tangent to the last described curve, a distance of 509.3 feet to the point of Commencement of a 7 degree 00 minutes curve to the right, concave Southwesterly, having a delta angle of 42 degrees 45 minutes; thence Southeasterly, along said 7 degree 00 minutes curve an arc distance of 610.7 feet; thence continuing Southeasterly tangent to the last described curve, a distance of 18.6 feet to the Point of Commencement of a 3 degree 30 minutes curve to the right, concave Southwesterly, having a delta angle of 20 degrees 27 minutes; thence continuing Southeasterly, along said 3 degree 30 minutes curve an arc distance of 584.3 feet; thence continuing Southeasterly, tangent to the last described curve, a distance of 423.6 feet to the Point of Commencement of a 4 degree 00 minutes curve to the right, concave Westerly, having a delta angle of 14

(Entry No. 1. Continued)

degrees 57 minutes; thence Southerly, along said 4 degree 00 minutes curve an arc distance of 373.8 feet; thence continuing Southerly tangent to the last described curve, a distance of 1,274.7 feet and there terminating, Washington County, Minnesota.

TOGETHER WITH an easement over the following described land:

That portion of BNSF Railway Company's (formerly Northern Pacific Railway Company) Stillwater Branch right of way, as now located in Section 21 and Section 28, in Township 30 North, Range 20 West, Fourth Principal Meridian, Washington County, Minnesota described as follows:

That portion of that certain 26 foot wide strip of land described first in deed dated November 7, 1888, from Frank H. Lemon and M. Oretta Lemon to Stillwater & St. Paul Railroad Company, recorded August 13, 1889, in Book 29 of Deeds, Page 83, records of Washington County, Minnesota, lying Southerly of a line drawn at right angles to the main track centerline of said Stillwater Branch at a point distant 1,246.3 feet Southerly of the Easterly extension of the South line of the North Half of Lot 4, Block 32 of Carli and Schulenburg's Addition to Stillwater, according to the recorded plat thereof, as measured along said main track, as now located and constructed, said line also being the Southerly boundary of that certain parcel of land described seventh in Donation Deed dated July 22, 1983 from Burlington Northern Railroad Company to Minnesota Transportation Museum, Inc.

ALSO, a 30 feet wide strip of land lying immediately East of the centerline of the main track of said Stillwater Branch, as originally located and constructed, lying Southerly of the Southerly boundary line of said hereinabove described 26 foot wide strip of land and Northerly of the North Line of East Laurel Street, extended Easterly in the original town, now City of Stillwater; Minnesota. EXCEPTING THEREFROM, that certain strip of land described third in deed dated September 8, 1902 from

Northern Pacific Railway Company to Northwest Thresher Company.

ALSO, a 9 foot wide strip of land lying immediately West of the centerline of the main track of said Stillwater Branch, as originally located and constructed, lying Southerly of the Southerly boundary line of said hereinabove described 26 foot wide strip of land and Northerly of the North Line of East Laurel Street, extended Easterly in the original town, now City of Stillwater, Minnesota.

EXHIBIT B
State Property Encompassing Brown's Creek Trail

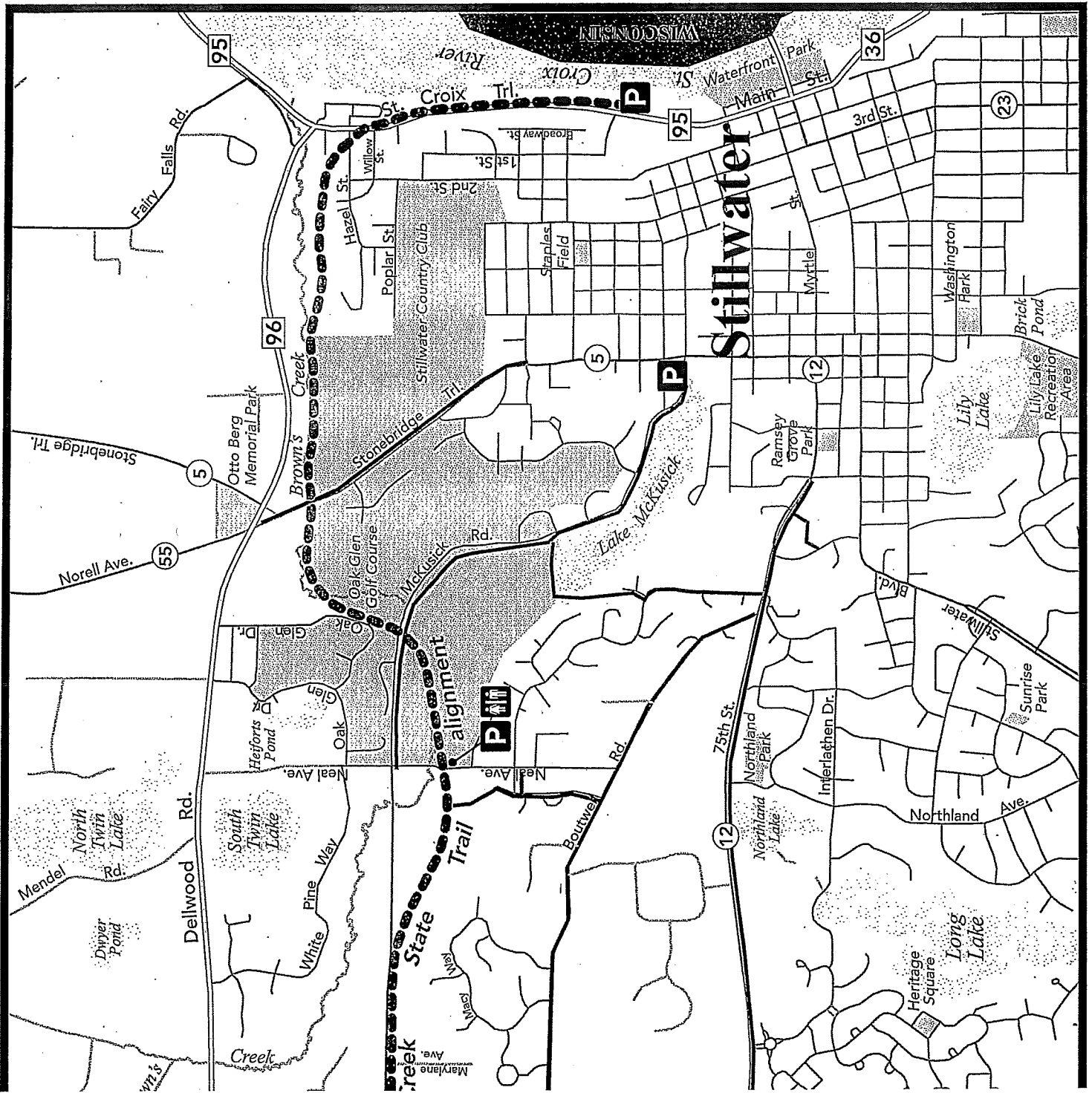
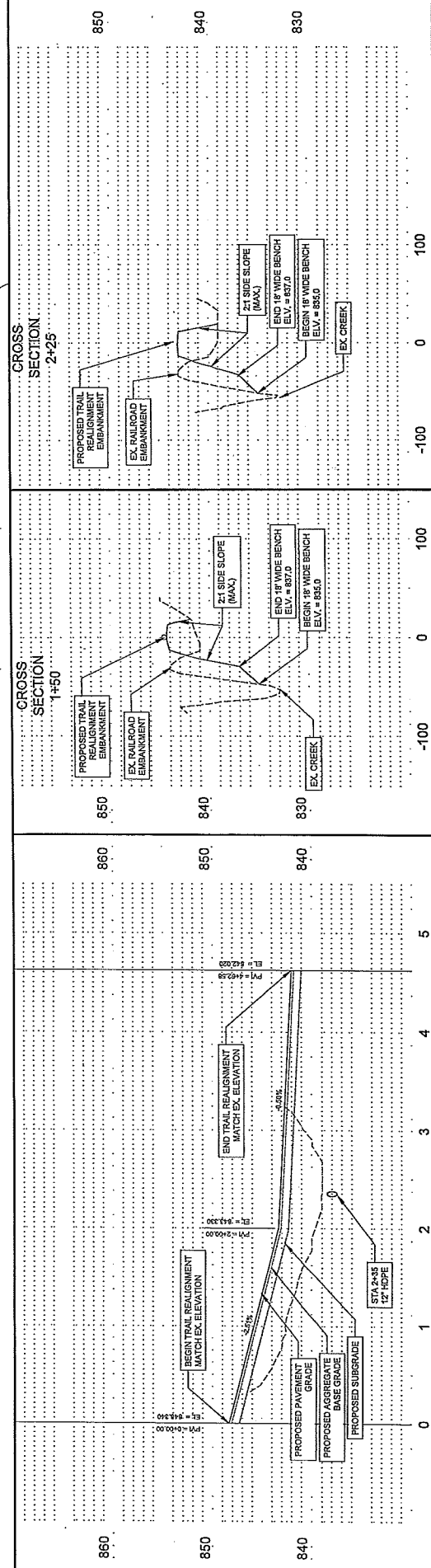
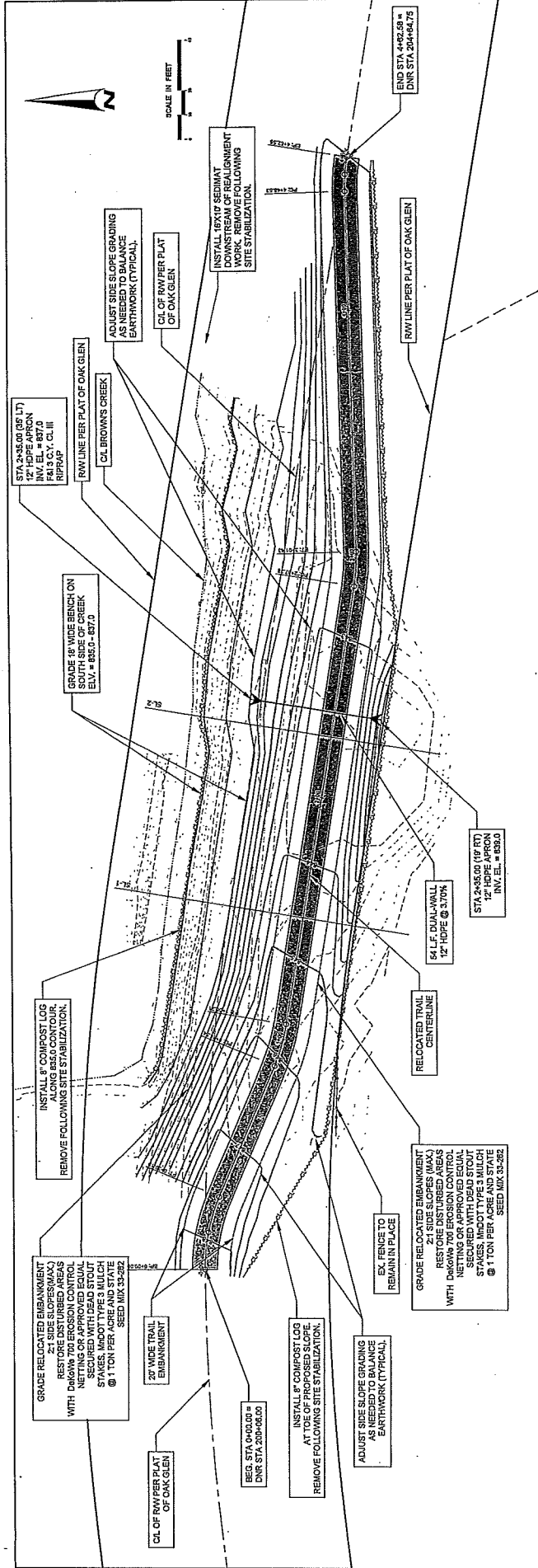


EXHIBIT C
Project A Design – Floodplain Rehabilitation Project



NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			

I HEREBY CERTIFY THAT I AM THE DESIGNER OF RECORD FOR THIS PROJECT AND I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE: 10/12/2014 LICENSE # 2452

FOR Emmons & Olivier Resources, Inc.
 657 Halo Avenue North
 Stillwater, MN 55082
 TEL: 651.770.8448
 FAX: 651.770.8448
 WWW: www.eotinc.com

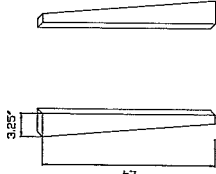
BROWN'S CREEK TRAIL & STREAM REHABILITATION
 CITY OF STILLWATER
 WASHINGTON COUNTY, MN

TRAIL REALIGNMENT
 SITE PLAN

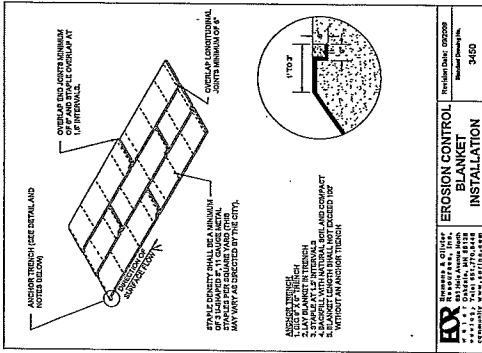
SHEET 01 OF 03 SHEETS

DEAD STOUT STAKES SHALL BE INCIDENTAL TO EROSION CONTROL BLANKET INSTALLATION. STAKES TO BE INSTALLED AT THE FOLLOWING INTERVALS:

- EDGE OVERLAPS - 35' ON CENTER
- PERIMETER - 35' ON CENTER
- INTERIOR FIELD - EVERY 35'



DEAD STOUT STAKES FOR USE AT ALL EROSION CONTROL BLANKETS AND WHEREVER BLANKETS OVERLAP



EROSION CONTROL BLANKET INSTALLATION

EMMONS & OLIVER Resources, Inc.
 851 Hale Avenue North
 Oakdale, MN 55128
 Phone: 612-838-6666
 Fax: 612-838-6667
 Website: www.eorinc.com

3450

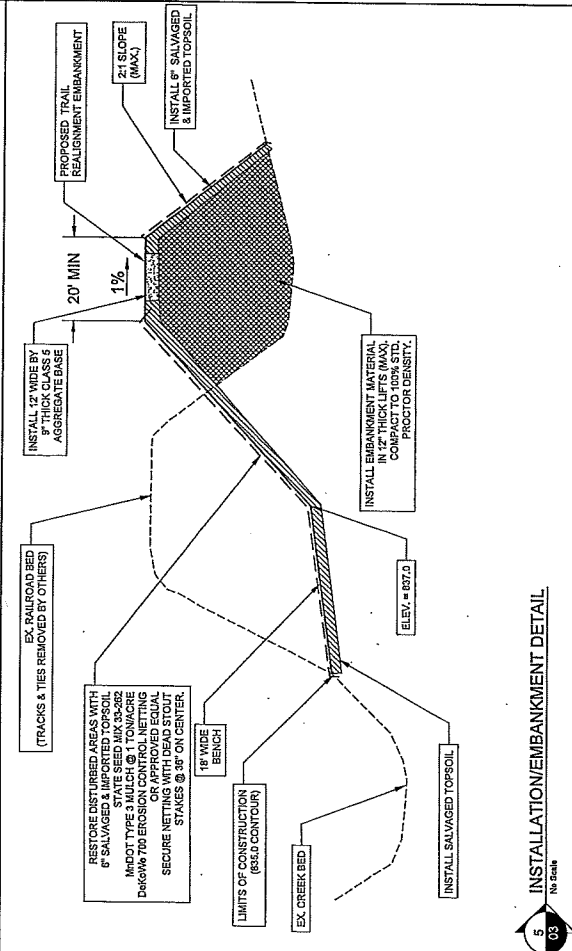
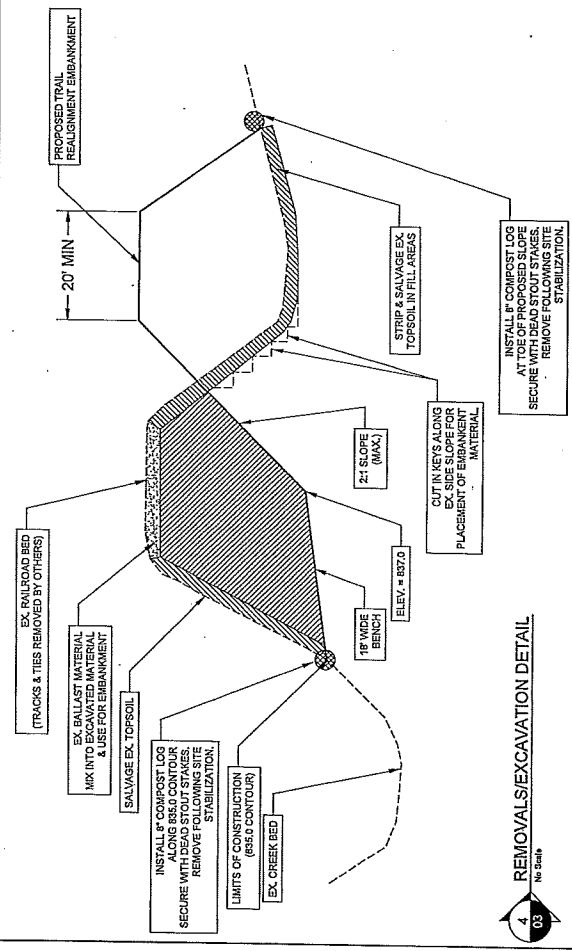
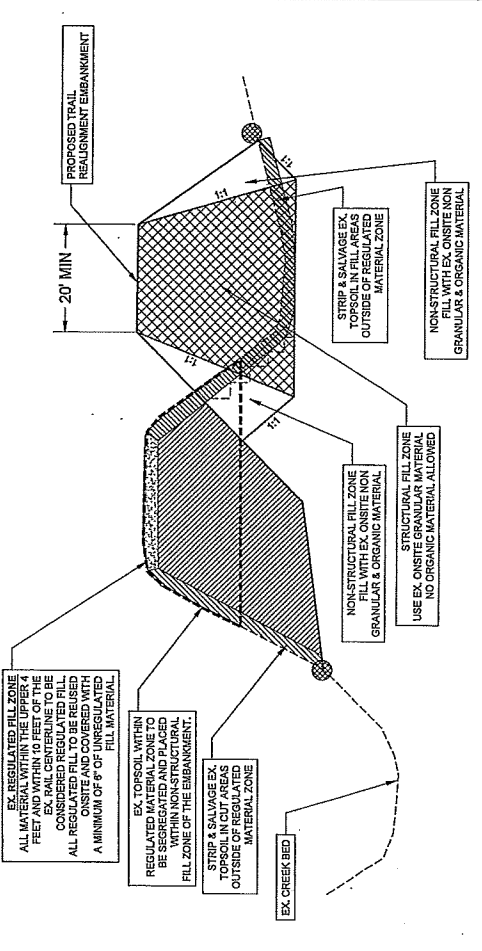
1 DEAD STOUT STAKE
No Scale

2 EROSION CONTROL BLANKET
No Scale

3 REGULATED FILL & SOIL MANAGEMENT DETAIL
No Scale

4 REMOVALS/EXCAVATION DETAIL
No Scale

5 INSTALLATION/EMBANKMENT DETAIL
No Scale



NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			

ISSUED FOR CONSTRUCTION. THIS DRAWING IS THE PROPERTY OF EOR. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF EOR.

DESIGNED BY: JSH
 DRAWN BY: JSH
 CHECKED BY: JSH
 DATE: 04-15-2014

USER: # 2428

EMMONS & OLIVER Resources, Inc.
 851 Hale Avenue North
 Oakdale, MN 55128
 Phone: 612-838-6666
 Fax: 612-838-6667
 Website: www.eorinc.com

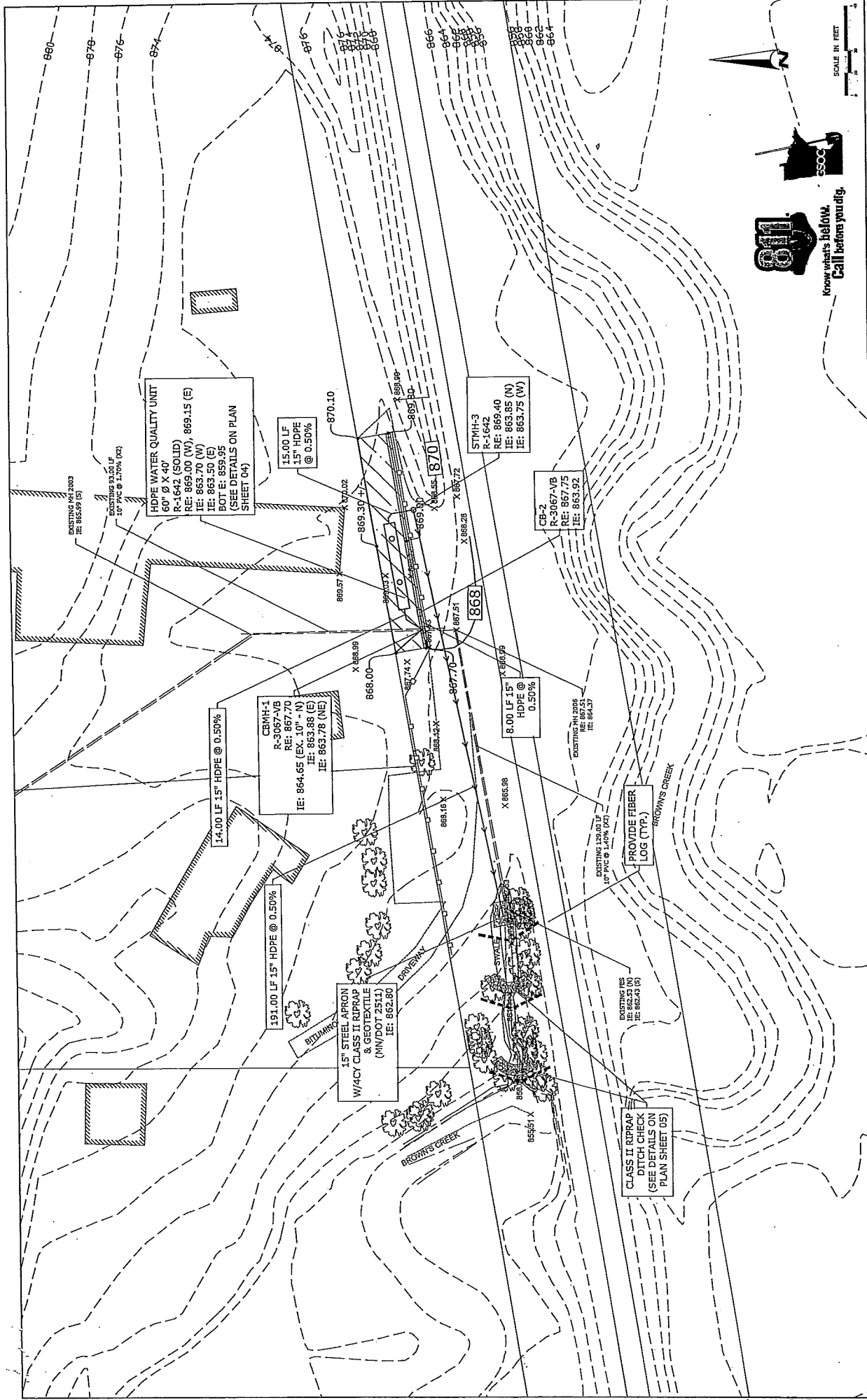
Brown's Creek Watershed District
 c/o Washington Conservation District
 1380 West Frontage Road, Hwy 85
 Stillwater, MN 55082

BROWN'S CREEK TRAIL & STREAM REHABILITATION
 CITY OF STILLWATER
 WASHINGTON COUNTY, MN

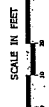
TRAIL REALIGNMENT DETAILS

SHEET 03 OF 03 SHEETS

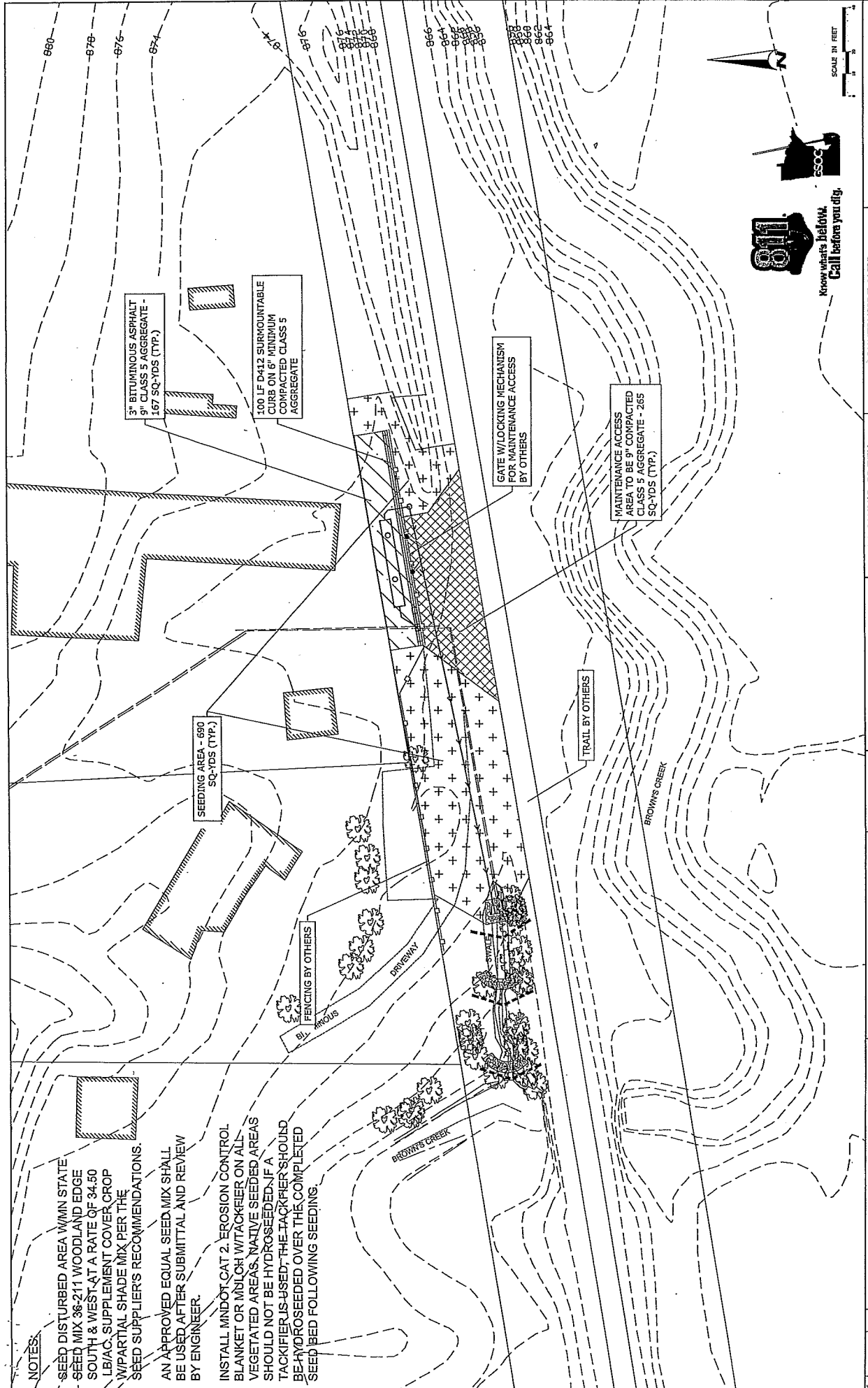
EXHIBIT D
Project B Design – Countryside Stormwater Management Project



Know what's below.
Call before you dig.



<p>CONSTRUCTION PLAN 1</p> <p>SHEET 02 OF 06 SHEETS</p>	
<p>COUNTRYSIDE AUTO STORMWATER BMPs</p>	
<p>BROWN'S CREEK WATERSHED DISTRICT</p> <p>1380 W FRONTAGE RD HWY 36 STILLWATER, MN 55082</p>	
<p>STATE PROJECT NO. _____ CITY PROJECT NO. _____</p>	
<p>FOR ENGINEER & CIVIL ENGINEER</p> <p>FOR CONSULTANTS INC. 651 Hals Avenue North Walter Oakdale, MN 55128 ecology Tel: 651.770.8448 community www.eorinc.com</p>	
<p>1. USER SHALL VERIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.</p> <p><i>Dana R. Scott</i></p>	
<p>DATE: 04/22/2014 DRAWN BY: [Name] CHECKED BY: [Name] DATE: 03/24/2014 DRAWN BY: [Name] CHECKED BY: [Name]</p>	



NOTES:

SEED DISTURBED AREA WITH STATE SEED MIX 36-211 WOODLAND EDGE SOUTH & WEST AT A RATE OF 34.50 LB/AC. SUPPLEMENT COVER CROP WITH PARTIAL SHADE MIX PER THE SEED SUPPLIER'S RECOMMENDATIONS.

AN APPROVED EQUAL SEED MIX SHALL BE USED AFTER SUBMITTAL AND REVIEW BY ENGINEER.

INSTALL MNDOT CAT 2 EROSION CONTROL BLANKET OR MILCOH W/TACKLER ON ALL VEGETATED AREAS. NATIVE SEEDS AREAS SHOULD NOT BE HYDROSEED. IF A TACKIFIER IS USED, THE TACKIFIER SHOULD BE HYDROSEED OVER THE COMPLETED SEED BED FOLLOWING SEEDING.

3" BITUMINOUS ASPHALT
9" CLASS 5 AGGREGATE -
167 SQ-YDS (TYP.)

100 LF D412 SUBMOUNTABLE
CURB ON 6" MINIMUM
COMPACTED CLASS 5
AGGREGATE

SEEDING AREA - 690
SQ-YDS (TYP.)

FENCING BY OTHERS

DRIVEWAY

BROWN'S CREEK

BROWN'S CREEK

TRAIL BY OTHERS

GATE W/ LOCKING MECHANISM
FOR MAINTENANCE ACCESS
BY OTHERS

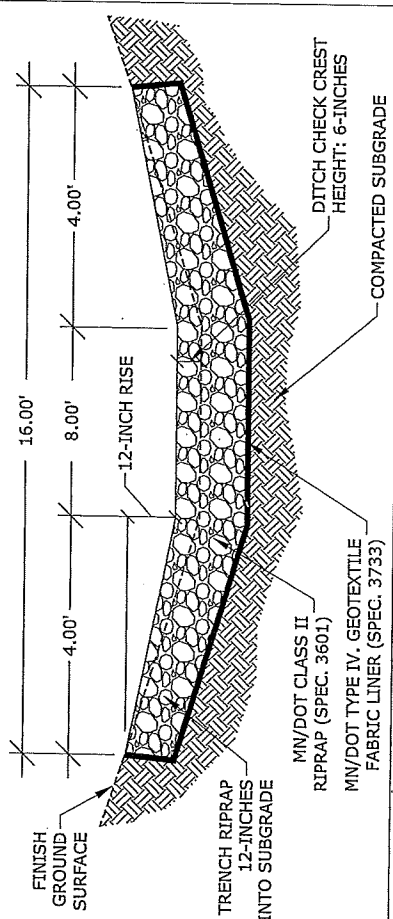
MAINTENANCE ACCESS
AREA TO BE 9" COMPACTED
CLASS 3 AGGREGATE - 265
SQ-YDS (TYP.)



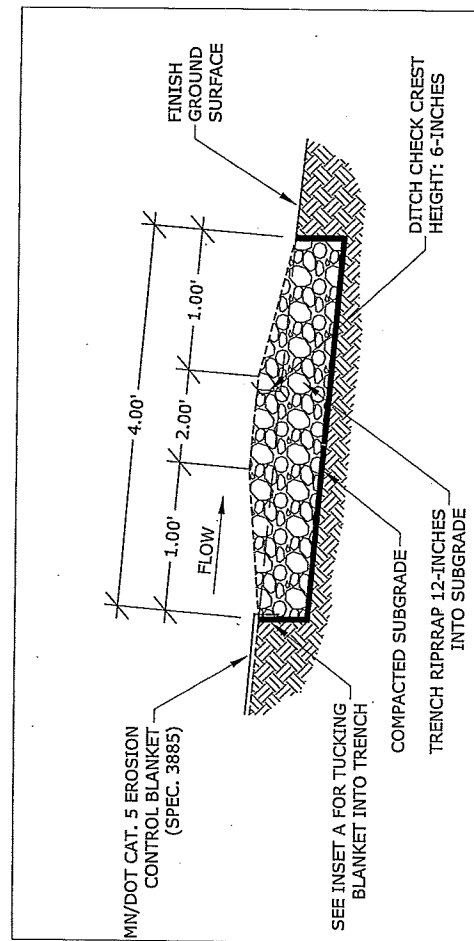
SCALE IN FEET

<p>EOR Engineers & Olvler Resources, Inc. 651 Hale Avenue North Water Oskdale, MN 55128 Ecology Tele: 651.770.8448 community www.eorinc.com</p>		<p>BROWN'S CREEK WATERSHED DISTRICT 1380 W FRONTAGE RD HWY 36 STILLWATER, MN 55082</p>		<p>COUNTRYSIDE AUTO STORMWATER BMPs STILLWATER, MN</p>		<p>CONSTRUCTION PLAN 2 SHEET 03 OF 06 SHEETS</p>	
<p>I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.</p> <p><i>David R. Smith</i> David R. Smith Professional Engineer No. 123456</p>		<p>DESIGN BY: DRL DRAWN BY: DRL SUBMISSION DATE: 04-23-2014</p>		<p>FOR PROJECT NO. 111141-0190</p>		<p>STATE PROJECT NO. _____ CITY PROJECT NO. _____</p>	
1	03/24/2014	DRL	40% CONSTRUCTION PLAN				
2	04/21/2014	DRL	FINAL CONSTRUCTION PLAN				
3							
4							
5							
6							

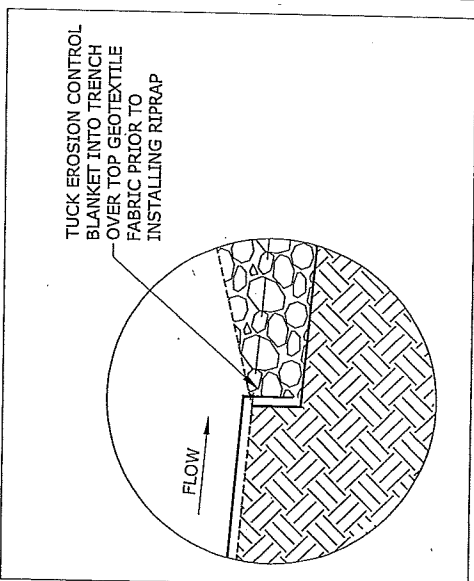
NOTE: DITCH CHECKS TO BE FIELD FIT UNDER DIRECTION OF ENGINEER. ROCK INSTALLED IN TREE AREA TO BE INSTALLED DIRECTLY ON GROUND SURFACE IN ORDER TO AVOID ROOT DAMAGE.



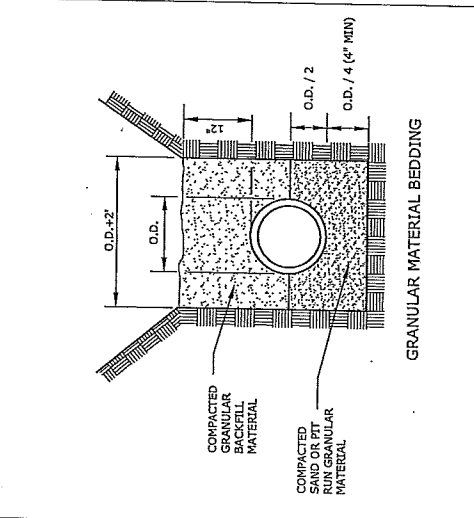
01 05 DITCH CHECK CROSS SECTION (No Scale)



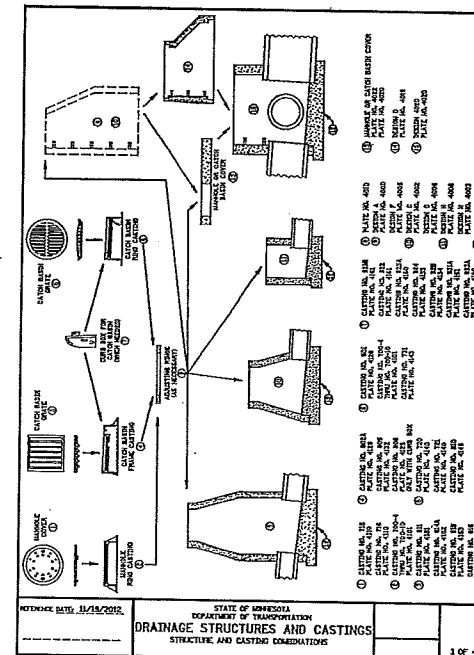
02 05 DITCH CHECK PROFILE SECTION (No Scale)



03 05 INSET A (No Scale)



04 05 NON-RIGID STORM SEWER TRENCH (No Scale)



05 05 DRAINAGE STRUCTURE DESIGN (No Scale)

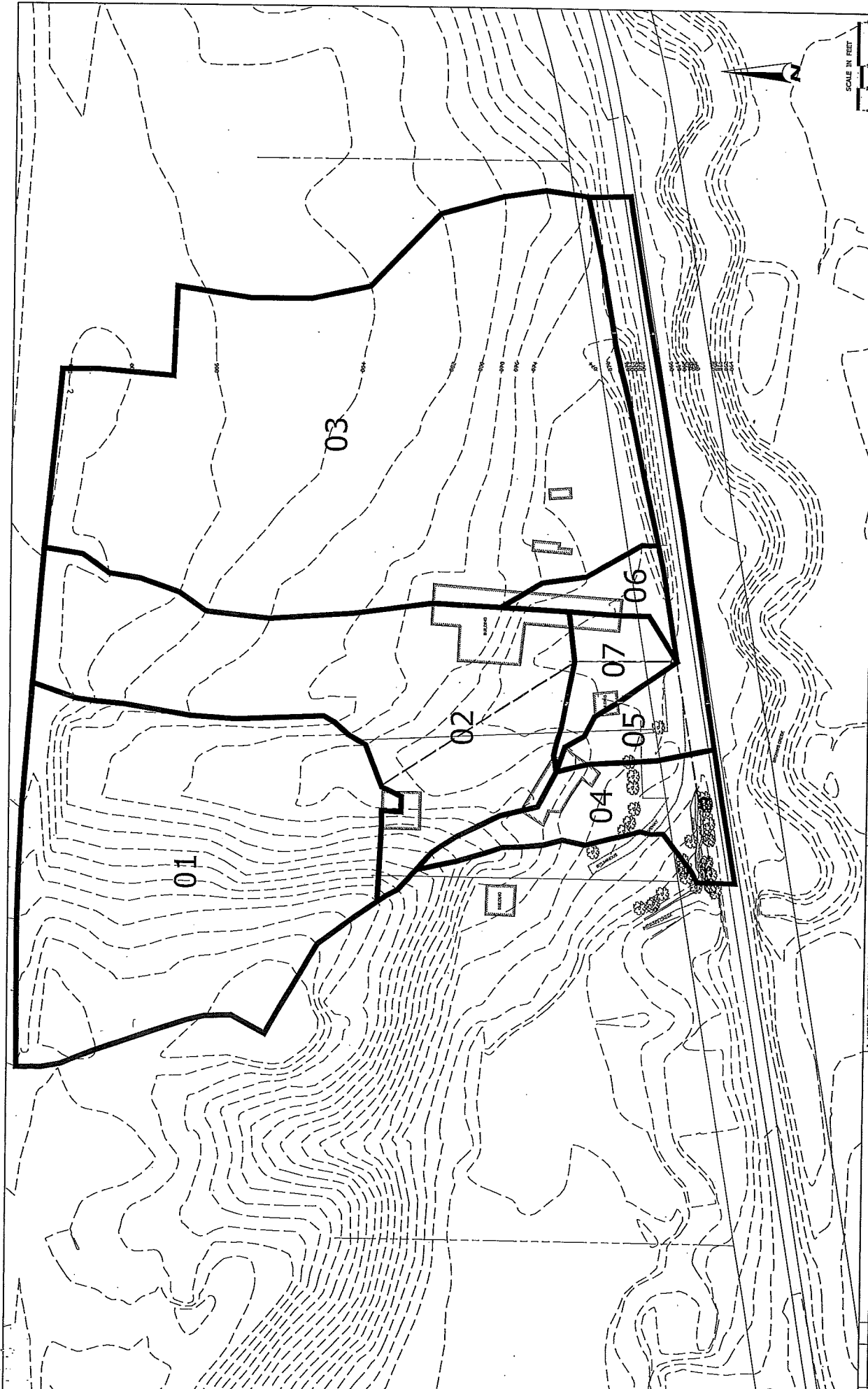
SUBMITTAL DATE: 04-21-2014 DESIGN BY: [Signature] DRAWN BY: [Signature] DRL: [Signature] EOR PROJECT NO.: 00941-0190		SUBMISSION DATE: 04-21-2014 DESIGN BY: [Signature] DRAWN BY: [Signature] DRL: [Signature] EOR PROJECT NO.: 00941-0190		ENGINEER DATE: 04-21-2014 LICENSE # 45138 [Signature]	
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR SUPPLEMENTARY NOTES AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR SUPPLEMENTARY NOTES AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR SUPPLEMENTARY NOTES AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	
NO.	DATE	BY	REVISION		
1	04/21/2014	DRL	FINAL CONSTRUCTION PLAN		
2	03/24/2014	DRL	40% CONSTRUCTION PLAN		

EMERSON & OLIVER Resources, Inc.
 651 Hale Avenue North
 Water Oakdale, MN 55128
 Telephone: 651.770.8448
 community@www.eorinc.com

BROWN'S CREEK WATERSHED DISTRICT
 1380 W FRONTAGE RD HWY 36
 STILLWATER, MN 55082

COUNTRYSIDE AUTO STORMWATER BMPs
 STILLWATER, MN

DETAILS
 SHEET 04 OF 04 SHEETS



SCALE IN FEET

DRAINAGE AREAS MAP

COUNTRYSIDE AUTO
STORMWATER BMPs

BROWN'S CREEK
WATERSHED DISTRICT
1380 W FRONTAGE RD HWY 36

Emmons & Oivler
Resources, Inc.
651 Hale Avenue North
Water Oakdale, MN 55128
ecology Tele: 651.770.8448

FOR
EOR PROJECT NO.

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATIONS REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Dana R. Booth

0			
1	03/29/2014	DRL	40% CONSTRUCTION PLAN
2	04/21/2014	DRL	FINAL CONSTRUCTION PLAN
3			
4			
5			
6			
7			
8			
9			

Submission Date: 04-21-2014
Design By: DRL
Drawn By: DRL

EXHIBIT E
Brown's Creek Watershed District
April 21, 2014 – Special Meeting Minutes



Minutes of the Special Meeting of the Brown's Creek Watershed District Board of Managers,
April 21, 2014
Brown's Creek Trail Projects and Fen Management

Stillwater City Hall
Police/Fire Training Room - 1st Floor
216 N 4th St, Stillwater, MN

ROLL CALL

Managers Present:	Others Present:
Craig Leiser, President	Karen Kill, Administrator
Gail Pundsack, Vice-President	Stu Grubb, EOR
Gerald Johnson, Secretary	Camilla Correll, EOR
Connie Taillon, Treasurer	Michael Welch, Smith Partners
Sharon Schwarze	Paul Richtman, BCWD CAC, Resident

1. **Call Regular Meeting to Order**

President Leiser called the Regular Meeting to order at 7:02 PM.

2. **Approve Regular Meeting Agenda and Discussion Agenda**

Manager Johnson moved, seconded by Manager Pundsack, to approve the Special Meeting agenda as presented. Motion carried, vote 5/0.

3. **Projects**

a) **Fen Management - Board Action**

Manager Johnson moved, seconded by Manager Taillon, to authorize EOR to subcontract for the 2014 fen vegetation management not to exceed \$5,000 from 953-0000. Motion carried, vote 5/0.

b) **Brown's Creek Trail & Projects**

1) **Countryside – Board Action**

Camilla Correll, EOR, presented the modeled total phosphorous (TP) reduction for the Countryside Auto Repair water quality improvement from the revised "Countryside Auto Repair Preliminary (40%) Construction Plans" memo dated April 21, 2014. The TP removal is estimated at 34%. The updated estimated cost of the elements of the project needed to remove total suspended solids from stormwater runoff to Brown's Creek is \$126,000. Staff still recommends the project due to the total suspended solids reduction from the only

Managers:

Craig Leiser, President • Gail Pundsack, Vice-President • Gerald Johnson, Secretary
• Connie Taillon, Treasurer • Sharon Schwarze, Vice-President

industrial use site in the direct drainage to Brown's Creek. The Board discussed further and agreed that the project was worth pursuing based on the cost benefit.

Camilla Correll presented the "Countryside Auto Repair Stormwater Improvements" memo dated April 21, 2014. Maintenance access has not yet been secured. Staff is investigating the option of either accessing from Countryside Auto Repair or from the Brown's Creek State Trail. Preliminary discussions with the Countryside Auto Repair owner, Hodge Van Tassel, indicate that there is a good possibility of a 25-year access agreement. The Board agreed that they are willing to indemnify the property owner in the agreement. Staff is also working with DNR Trails staff to determine trail weight limits, maintenance equipment needs, and whether a gravel parking pad is acceptable to determine if maintenance access from the trail is feasible.

Manager Schwarze moved, seconded by Manager Taillon, to approve the Countryside Auto Repair water quality improvements not to exceed \$126,000 from 947-0011 contingent on securing maintenance access through either Countryside Auto Repair or the DNR Brown's Creek State Trail. Motion carried, vote 5/0.

Ms. Correll clarified that the maintenance schedule and associated costs would need to be determined based on performance after the improvements were installed and operational.

2) Brown's Creek Floodplain/Rehabilitation – Board Action

Camilla Correll, EOR, presented the "Project Update & Recommendation" memo dated April 21, 2014 from Kevin Biehn for the Stream Floodplain Rehabilitation project. The April 7, 2014 soil sample results indicated no concentrations of arsenic, selenium, barium or polycyclic aromatic hydrocarbons (PAHs) above Soil Reference Values (the MPCA standards for soils) along the slope between the former railroad tracks and Brown's Creek. The project has been redesigned so that no offsite transport of soil will be required. Contaminated soil found directly below the former railroad tracks will be excavated and placed at the base of the new trail alignment. The contaminated soil will be covered with clean soil removed from the slope between the former tracks and Brown's Creek. Construction oversight will be required to verify the placement of these soils. As-built drawings will also be required by MPCA before a "No Further Action" letter is issued. Michael Welch, Smith Partners, noted that the cooperative agreement for the project, to be discussed later on the agenda, does not provide for the District to direct the contractor. The administrator noted that she will work with DNR staff to ensure the necessary observation and chain of communication is established. The cost-benefit analysis indicated that the proposed budget of \$9,370 in native landscaping provisions could be adequate; however, the designer recommended doubling this budget to maximize the aesthetic and habitat returns. The Board discussed further and agreed that the cost-benefit analysis for project supports continuing to pursue it.

President Leiser moved, seconded by Manager Johnson, to approve the Stream Rehabilitation project with the recommended increase in native planting, for a total project cost not to exceed \$81,500 from 947-0010 and to authorize the engineer to provide the Stream Rehabilitation project plans and specifications to the DNR for inclusion as a bid alternate in the bidding and construction documents for the Brown's Creek State Trail project. Motioned carried, vote 5/0.

Stu Grubb, EOR, presented the MPCA Voluntary Investigation and Cleanup Program Status memo dated April 21, 2014. The District has been added as a second party to the Retroactive No Association Determination for Past Actions and No Association Determination for Proposed Actions letter dated April 18, 2014. Legal Counsel will work with MPCA to seek revision of the letter to include the District's December 2012 sampling in the Retroactive No Association Determination for Past Actions, which would better protect the District from liability.

3) DNR Cooperative Agreement – Board Action

Michael Welch, Smith Partners, again reviewed the principal elements of the cooperative agreement for the projects and presented the changes since the last District Board meeting April 9, 2014. He noted that DNR is not willing to require the contractor for the projects to complete as-built drawings, which the District engineer has indicated are necessary for subsequent maintenance at Countryside Auto and MPCA's "No Further Action" letter at the Stream Rehabilitation Project. But the agency will allow the District engineer to complete the drawings when the work is completed, and EOR has confirmed that this option is workable. Finally, the agency has agreed that the District will not take ownership of the stormwater facility to be installed adjacent to the Countryside Auto property, but the District will retain responsibility for the facility and will be obligated to remove it from the DNR property when the agreement terminates.

Mr. Welch reviewed the tools in place to protect the District from liability as the project is implemented, and advised the managers as to the risks the managers should assess in determining whether to move ahead with one or both of the projects.

Administrator Kill requested that the Board consider inclusion of a not to exceed cost significantly higher than the engineering cost estimate. The Board will have 5 days from receipt of the contractor's bid documents to issue a written request to the State to award a contract for the State Trail that includes one or both of the Bid Alternates for the construction of the Projects. If the bids come in higher than the Board feels is a cost benefit, the District is not obligated to proceed.

President Leiser moved, seconded by Manager Johnson, to authorize the President, or a Vice-President if the President is unavailable, on advice and consent of counsel, to sign the cooperative agreement between the DNR and District for the Brown's Creek State Trail Creek Rehabilitation and Water Quality Improvements as amended: Project A shall be the Floodplain Rehabilitation not to exceed \$150,000 and Project B shall be the Water Quality Improvement near Countryside Auto not to exceed \$200,000. Motion carried, vote 5/0.

4) Adjournment

Manager Johnson moved, seconded by Manager Schwarze, to adjourn the Special Meeting at 9:04 PM. Motion carried, vote 5/0.

Respectfully Submitted by
Karen Kill, Administrator

Receipt# 272467

4007595

AGR \$46.00

Return to:
BROWNS CREEK
WATERSHED DISTRICT
455 HAYWARD AVE N
OAKDALE MN 55128



Certified Filed and/or recorded on:
11/19/2014 3:59 PM

4007595

Office of the County Recorder
Washington County, Minnesota
Jennifer Wagenius, County Recorder

LICENSE TO ACCESS

THIS LICENSE is entered into by and between the trustee of the Barbara A Van Tassel Revocable Trust (Owner) and the Brown's Creek Watershed District, a political subdivision of the State of Minnesota with powers set forth in Minnesota Statutes chapters 103B and 103D (District) (together, the Parties), for one dollar and other good and valuable consideration, including the improvement of property directly adjacent to property at which Owner conducts business operations as Countryside Auto Repair and the opportunity to facilitate the improvement of Brown's Creek for the general benefit of the public, the receipt and sufficiency of which are hereby acknowledged by the Parties.

1. Owner owns fee simple title to certain real property in Washington County, Minnesota, located at 13093 McKusick Road North, Stillwater, Minnesota, 55082, Washington County PID 20-030-20-32-0016, and legally described as follows:

THAT PT NW1/4-SW1/4 LYING SLY OF SLY LN OF WACO HWY R/W PLAT #85(CO RD 64) RECORD DOC #714569 LYING NLY OF N LN OF MN TRANSP MUSEUM PROP FORMER STILL ST P RR CO PROPERTY DESC IN BK "U" OF DEEDS PG 499 ON FILE & OF RECORD IN WACO RECORD OFC & LYING ELY OF FOLL DESC LN:COM @ NW CORN OF SD NW1/4- SW1/4 THN S89DEG48'35"E ASSUM BRG ALG THE N LN OF SD NW1/4- SW1/4 A DIST 814.71FT TO THE POB OF LN TO BE DESC THN S06 DEG11'26"W 317.13FT THN S04DEG 15'56"E 270.33FT TO SD NLY LN OF MN TRANSP MUSEUM PROPERTY& SD LN THERE TERMINATE Section 20 Township 030 Range 020

(the Property).

2. The District wishes to access the Brown's Creek corridor adjacent to the Property to facilitate the maintenance of stormwater-runoff management techniques and enhance riparian habitat in and along Brown's Creek (the Maintenance). The District has requested, and Owner has agreed, to grant this License to cross over that portion of the Property depicted on the scaled site plan attached to and incorporated into this License as Exhibit A (Access Area) to

provide the District necessary access for the equipment and personnel required to conduct the Maintenance.

3. The License allows the District to use of Access Area. The District may cross and recross the Access Area at all reasonable times to perform the Maintenance, and cross and recross using self-propelled vehicles and equipment, and transport vehicles, equipment and materials across the Access Area. The District may not park vehicles or equipment on or otherwise occupy any part of the Property other than the Access Area. The District is expending funds and staff resources in reliance on the authorization provided by Owner. The Parties agree that this License is legally binding according to its terms, and the rights to use the Access Area granted by Owner to the District under this License are irrevocable for the duration of this License.

4. The Maintenance will be conducted in a safe and workmanlike manner and the District will maintain its activity in a professional and sightly condition at all times, at the District's sole cost.

5. As soon as is practicable after the Maintenance is completed, but in no event later than June 30, 2039, this License will terminate.

6. The District will provide Owner at least two days' written notice prior to entering for the purpose of conducting the Maintenance.

7. No right of access to any portion of the Property is conveyed to the public by this license.

8. If the District at any time violates any of the terms, covenants or conditions contained herein or fails to perform any of its obligations contained herein in a timely fashion, Owner will give the District written notice of such violation and the District will have 45 days after the District's receipt of such notice to cure the violation.

9. The District agrees to indemnify, defend and hold harmless Owner from and against any and all actions, causes of action, claims, proceedings, costs and damages arising out of its activities under this License, except to the extent the action, cause of action, claim, proceeding, cost or damage relates to an action or inaction of Owner that is an independent basis for liability. Nothing

in this License waives or limits an immunity, defense or liability limitation otherwise applicable to the District under law.

10. This License is effective when executed by the Parties.

11. The District may record and rerecord this License.

12. This License may be amended only in writing, signed by the Parties.

13. "District," as used herein, includes authorized District representatives, consultants, contractors, subcontractors and suppliers for the Maintenance.

IN WITNESS WHEREOF, the Parties execute this License.

(Signature page follows.)

OWNER

Barbara A Van Tassel Revocable Trust

Barbara A Van Tassel
Date:

By Barbara A Van Tassel, its trustee

STATE OF MINNESOTA
COUNTY OF WASHINGTON

This instrument was acknowledged before me this 7th day of November, 2014, by Barbara A Van Tassel as trustee of the Barbara A Van Tassel Revocable Trust.

Karin V. Kullhem
Notary Public



DISTRICT

Brown's Creek Watershed District

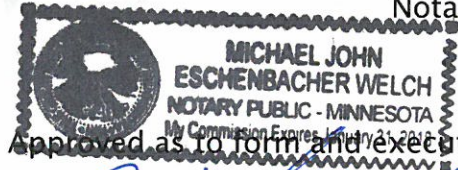
11/7/14
Date:

Craig Leiser 11/12/14
By Craig Leiser, its president

STATE OF MINNESOTA
COUNTY OF WASHINGTON

This instrument was acknowledged before me this 12 day of November, 2014, by Craig Leiser as president of the Brown's Creek Watershed District.

Michael John Eschenbacher Welch
Notary Public



Approved as to form and execution:
Michael John Eschenbacher Welch
District Counsel

THIS INSTRUMENT PREPARED BY:

SMITH PARTNERS, P.L.L.P.
400 Second Avenue South
Suite 1200
Minneapolis, MN 55401

EXHIBIT A
Scaled Site Plan

