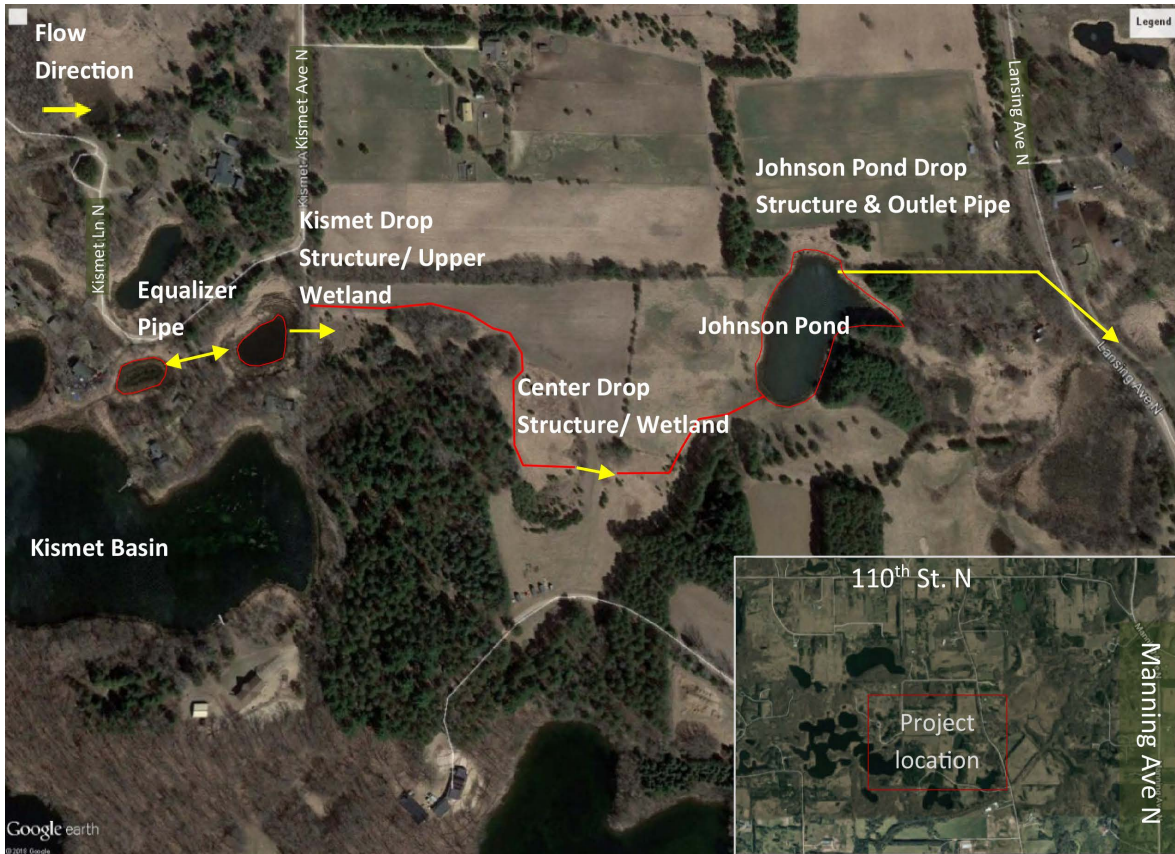


# Kismet Basin Outlet

## A. Project Location



**Figure 1.** Location map for Kismet Basin Outlet.

Project Location	Immediate Waterbodies Impacted	BMP Performance
		Estimated Thermal Load Reduction
<p>Kismet Basin is located between Kismet Avenue North and Lansing Avenue in the City of Grant, MN (see Figure 1 for a Location Map).</p> <p>Easement PIDs:                      11.030.21.43.0003                      11.030.21.43.0006                      11.030.21.43.0007                      11.030.21.44.0001                      12.030.21.32.0001                      12.030.21.32.0004</p>	<p>Brown’s Creek, Kismet Basin</p> <p><i>Discharge from Kismet basin flows east into a series of wetlands and outlets in Brown’s Creek</i></p>	<p>The Kismet Basin Outlet project mitigates thermal load impacts resulting from the outletting of Kismet Basin into Brown’s Creek</p>

## B. Description of Facility

### I. General Site Description

The Kismet Basin Outlet Project utilizes wetland creation and infiltration to store and infiltrate direct drainage and overflow from the Kismet Basin system. The goal of the project was to provide a surface water outlet to the Kismet Basin (a natural landlocked system) while mitigating hydrologic and thermal impacts to Brown’s Creek. The Kismet Basin Outlet Project was constructed in 2001 to mitigate high water levels in the Kismet Basin while protecting brown trout within Brown’s Creek. A series of natural wetlands and depressions were enhanced to store and infiltrate water, thereby reducing the amount of water discharged to Brown’s Creek. Following construction, routine structure and vegetation inspections have occurred to maintain proper flow and vegetation establishment within the project.

The Kismet Basin Outlet system occurs entirely on private lands with an easement held by the Brown’s Creek Watershed District (BCWD) to maintain the facility. As of 2018, the land around the equalizer pipe is owned by Bernard & Diane Rappa (PID R 11.030.21.43.0006); the land around the Kismet drop structure is owned by Benjamin & Julia Saunders (PID R 11.030.21.43.0007) and Jonathan & Kirsten Yocum (PID R 11.030.21.43.0003); the land around the Upper and Center wetlands and Johnson Pond is owned by Jonathan & Kirsten Yocum (PID R 11.030.21.44.0001); the land around the Johnson Pond outlet drop structure is owned by Steven Sterner & Dorothy Surles (PID R 12.030.21.32.0004); and the land around the outlet pipe east of Lansing Avenue is owned by Steven Sterner (PID R 12.030.21.32.0001). In general, the BCWD easement occurs around the grassy buffers of each wetland.

Partners	Project Purpose	Drainage Size	Project Completed	Maintenance Requirement
BCWD, Adjacent landowners	Reduce flooding by providing a surface water outlet from Kismet Basin (currently a landlocked basin) to Brown’s Creek.	510 acres	2001	In perpetuity
Note 1: BCWD is responsible for maintenance.				
Costs				
Total Project Cost: \$262,410 (includes design, permitting and construction)				
<ul style="list-style-type: none"> <li>Leveraged BWSR Challenge Grant: \$40,000 (15%)</li> <li>Local BCWD Tax Levy: \$222,410</li> </ul>				

### II. Parts Inventory

Item #	Location	Structure
1	Kismet Basin Equalizer Pipe / Rappa Driveway	24” RCP equalizer with trash racks
2	Kismet Basin Outlet Drop Structure / Driveway Crossing	Drop outlet with trash racks and Arch RCP

3	Center Wetland Drop Structure	Drop outlet with trash racks and Arch RCP
4	Johnson Pond Drop Structure	Drop outlet with trash racks and 18" RCP
5	Johnson Pond Pipe Outlet / Lansing Avenue	Outlet of Johnson Pond RCP

### III. Stormwater Management Facilities

An equalizer pipe connects the Kismet Basin to a small wetland area where the Kismet drop structure is located. The Kismet drop structure is located under the existing driveway in Lot A of White Birch Acres, directly south of the intersection of Kismet Avenue North and Kismet Lane North. The drop structure discharges into a series of existing wetlands downstream (east) of the driveway. The first two wetlands were connected and expanded as part of the project, named "upper wetland". The upper wetland was revegetated with native wetland plants to provide for groundwater interaction. The upper wetland eventually discharges into a sloping "central" wetland to the east. A drop structure (named "center drop structure") and berm were constructed within the center wetland to provide water level control and provide a crossing through the project. Below the berm, water flows northeast along a swale into Johnson Pond. Lastly, a drop outlet structure and culvert conveys water from Johnson Pond eastward to Lansing Avenue and eventually to Brown's Creek.

### IV. Accessibility

To maintain the Kismet Basin Outlet system, two possible access routes are available; one via Kismet Avenue and the other along Lansing Avenue.

Before accessing the property to inspect or maintain the Kismet Basin Outlet system, contact property owners, provide at least two days advanced notice.

Contact Personnel	Contact Number	Advanced Notice
Jonathan and Kirsten Yocum		48 hours
Bernard and Diane Rappa		48 hours
Benjamin and Julia Saunders		48 hours
Steven Sterner & Dorothy Surles		48 hours

### 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
<b>Primary</b>	Karen Kill, Administrator	651-330-8220 x26	BCWD
<b>Secondary</b>	Mike Majeski, Field Technician	651-770-8448	Emmons & Olivier Resources, Inc.

## C. Maintenance and Inspection Requirements

### I. Planning Maintenance and Inspections

This section describes the overall maintenance activities required for the Kismet Basin Outlet system. Maintaining the stormwater infrastructure at the Kismet Basin Outlet system is important for the long-term functionality of the outlet. If any of the culverts or drop structures become obstructed during high water events, potential flooding issues are possible for nearby properties. Inspections should be made annually between the months of April and November. The culverts and drop structures should be cleaned out on an as needed basis (see Parts Inventory for a list of structures).

#### a. Inspection Procedures

Item	Item Location	Parameter Measured	Inspection Frequency
<b>Kismet Basin Equalizer Pipe</b>	PID R 11.030.21.43.0006, south from Kismet Ln N	Debris/sediment accumulation	Annually
<b>Kismet Basin Outlet Drop Structure</b>	PIDs R 11.030.21.43.0007 and R 11.030.21.43.0003, south from Kismet Ave N	Debris accumulation	Annually
<b>Center Wetland Drop Structure</b>	PID R 11.030.21.44.0001, east/southeast from the Kismet Basin Outlet Drop Structure	Debris accumulation	Annually
<b>Johnson Pond Drop Structure</b>	PID R 12.030.21.32.0004, west from Lansing Ave N	Debris accumulation	Annually
<b>Johnson Pond Pipe Outlet</b>	PID R 12.030.21.32.0001, outlet on east side of Lansing Ave N	Debris/sediment accumulation	Annually

#### i. Structural Operation and Maintenance

In general, this will involve the annual inspection of culverts, drop structures, and trash racks as listed in Table 1 above. Minor amounts of debris may need to be removed from trash racks and outlet structures to maintain proper flow patterns and pipe capacities. If sediment accumulation occurs within the culverts, the sediments should be removed with either shovels or vacuum excavating equipment. The results of each inspection should be entered into the site inspection document (see Records and Reporting section below).

#### ii. Wetland and Flow Path Maintenance

The discharge from the Kismet Basin contains very little suspended sediment, so no significant sediment accumulation is expected in the wetlands other than from local erosion from the

surrounding landscape. Maintenance of the vegetated buffers surrounding the wetlands and flow paths is important to limit any sediment from migrating into the wetlands.

**iii. Invasive Species Management**

Prescribed burns should be considered every 5 years to maintain the native prairie vegetation and to reduce the spread of invasive species. Any prescribed burns will need to be coordinated with the landowners, the BCWD, and the local fire authority. Areas of prairie and wetland vegetation should be inspected annually to determine the need for invasive species management. An area of particular concern is the buffer areas between the wetland mitigation and the road berm near the center drop location.

**b. Maintenance Procedures**

Item	Corrective Action	Maintained by	Maintenance Frequency	Est. Annual Cost (Based on 2026 Est.)
<b>Culverts, drop structures and trash racks</b>	Removal of debris from trash racks and sediment removal from culverts with shovels or vacuum excavating equipment (depending on sediment volume)	BCWD	As needed	\$2,500
<b>Wetland and buffer/prairie vegetation (13.5 acres)</b>	Assumes burning the upper and center wetland areas + area around Johnson Pond	BCWD	Once every 5 years	\$1,800
<b>Overall Project Area</b>	Miscellaneous mowing and re-vegetation	BCWD	As needed (determined by annual inspection)	\$800
<b>Annual Inspection</b>	N/A	BCWD	Once per year	\$900
<b>Anticipated 2026 Total Yearly Cost:</b>				<b>\$4,200</b>

**The BMPs shall be maintained and repaired by the District within 90-days of the following BMP deficiencies:**

1. Sediment, leaf litter, or other debris covering or building up on the drop structure grates, in the culvert pipe, or on the pipe aprons for all stormwater structures associated with the project when less than 50% of the drop structure grate surface is visible. Material shall be removed when the pipes are found to have 25% or greater of the pipe blocked.
2. Sediment, leaf litter, or other debris will be removed from the wetland and or pond system through a cleaning process by excavation or other appropriate means when remaining storage in the system is found to be 50% or less of its original capacity.
3. Any areas of erosion, scouring, or destabilization associated with any of the aforementioned BMP components shall be corrected by the District on an as-needed basis.

## **II. Corrective Actions and Modifications**

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

## **III. In-house Verses Contracted Labor**

To be determined on an as-needed basis.

## **D. Maintenance Responsibilities and Agreements**

The BCWD has sole responsibility for inspection and maintenance activities for the wetland and buffer areas within the Kismet Basin Outlet System. The BCWD is responsible and will complete regular maintenance to remove sediment and debris as needed. Sediment and debris within any of the structures will be cleared out by hand, shovel, or if required securing a water jet and a vacuum truck to remove sediment in the system.

### **I. Manufacturer's Recommendations**

*Not Applicable for this project*

### **II. Safety**

*Not Applicable for this project*

## **DI. Records and Reporting**

Records and reporting should be submitted to and maintained by BCWD.

## Record of Annual Inspection and Maintenance Program:

Inspector Information				
Visit Number:				
Name:				
Date:				
Identifier Number	Structure Description	Debris / Sediment	Sediment Depth (in)	Notes/Condition
1.	Kismet Basin Equalizer Pipe	Y / N		
2.	Kismet Basin Outlet Drop Structure	Y / N		
3.	Center Wetland Drop Structure	Y / N		
4.	Johnson Pond Drop Structure	Y / N		
5.	Johnson Pond Pipe Outlet	Y / N		
<b>Maintenance Description:</b>				
Contractor / Maintenance Crew Information				
Date:				
Name:				
Phone:				
Address:				
<b>Maintenance Description:</b>				

## F. Emergency Plan and Operating Procedures

### I. Emergency Plan

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 on 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	Mike Majeski, Field Technician	651-770-8448	Emmons & Olivier Resources, Inc.
Secondary	Jonathan and Kirsten Yocum		Property Owner
Secondary	Bernard and Diane Rappa,		Property Owner
Secondary	Benjamin and Julia Saunders		Property Owner
Secondary	Steven Sterner & Dorothy Surles		Property Owner

## G. Appendices

### I. Construction Plan Set

### II. Agreements

- a. Multiple Easement agreements with surrounding landowners

### III. Secondary Site Location Map (see following page)



# Brown's Creek Watershed District

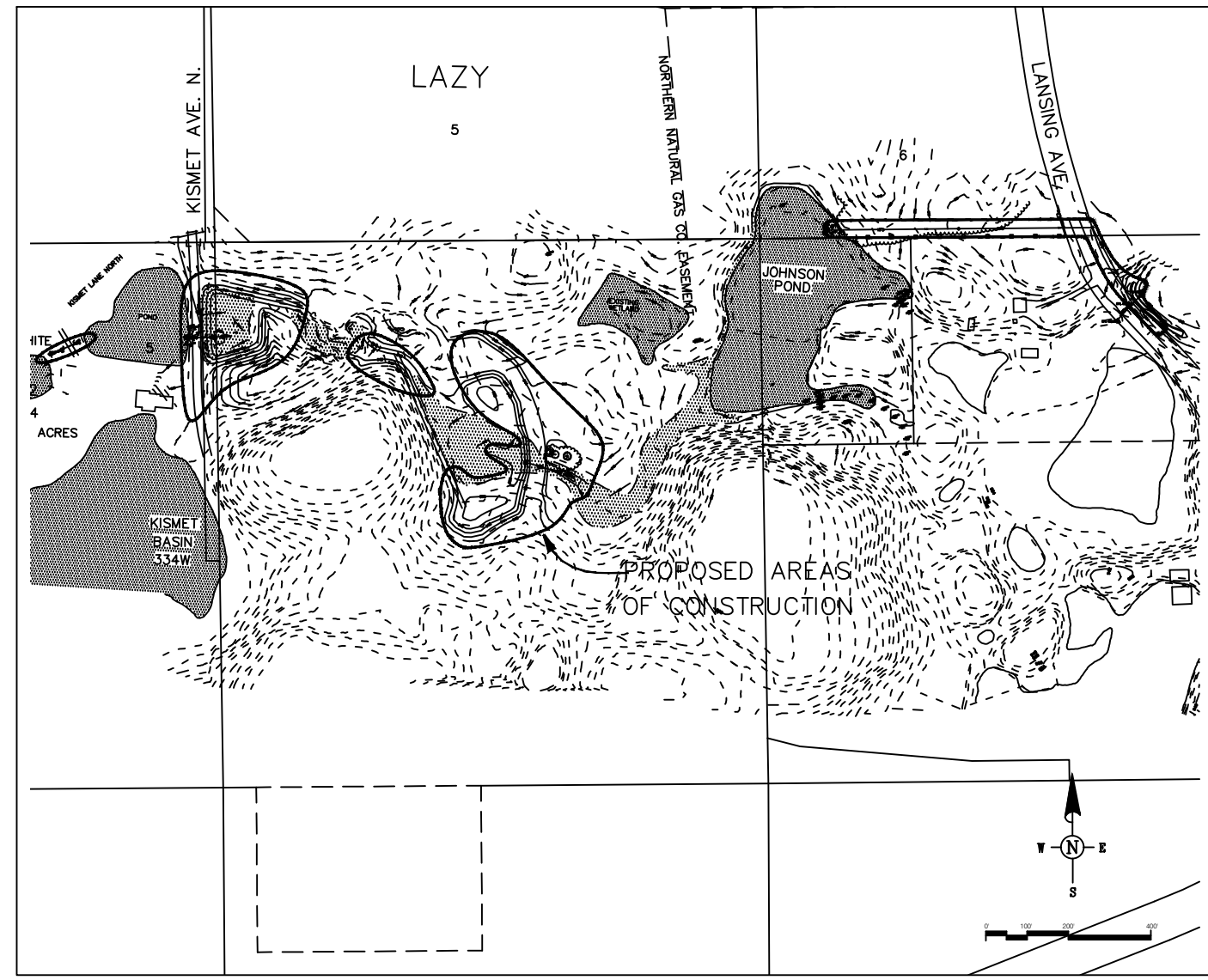
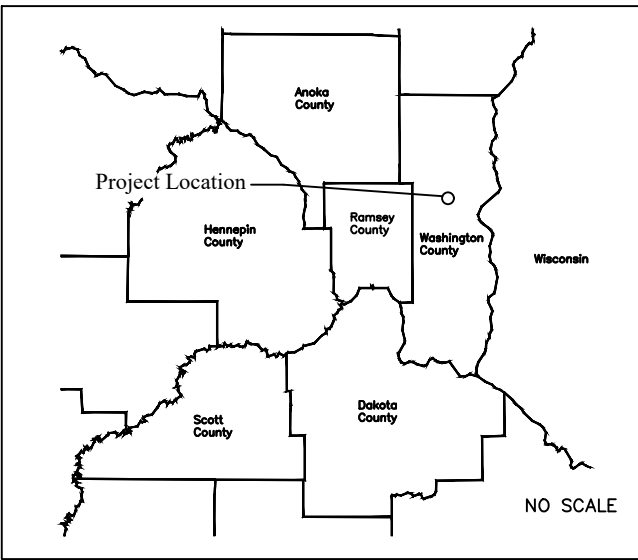
## GRANT, MINNESOTA

### SITE MAP

### SHEET INDEX

SHEET	DESCRIPTION
1	TITLE SHEET
2	EROSION CONTROL PLAN
3	GRADING PLAN
4	STORM SEWER PLAN & PROFILE NO. 1
5	STORM SEWER PLAN & PROFILE NO. 2
6	PLANTING PLAN
7	DETAILS

### LOCATION MAP



### BENCHMARKS

DNR SET BENCH - DOUBLE SPIKE IN OAK TREE ON AT 10300 KISMET LANE NORTH = 948.69.

THE LOCATION OF UNDERGROUND FACILITIES 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. 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.

Kismet Basin Stabilization Project

Title Sheet

BCWD

Grant, Minnesota

Date  
11/29/01

Drawn By  
TAE

Dwg. No.  
Kism-TL1

FOR EMMONS & OLIVER RESOURCES  
Lake Elmo, Minnesota - (651) 770-8448

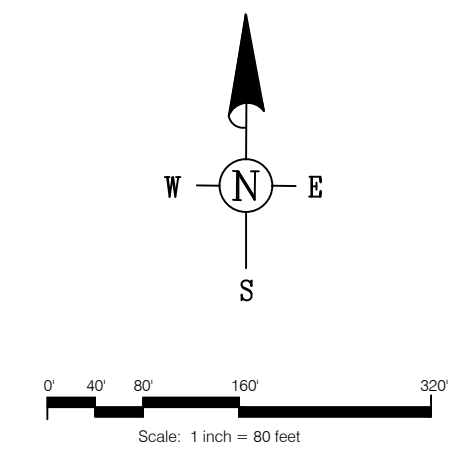
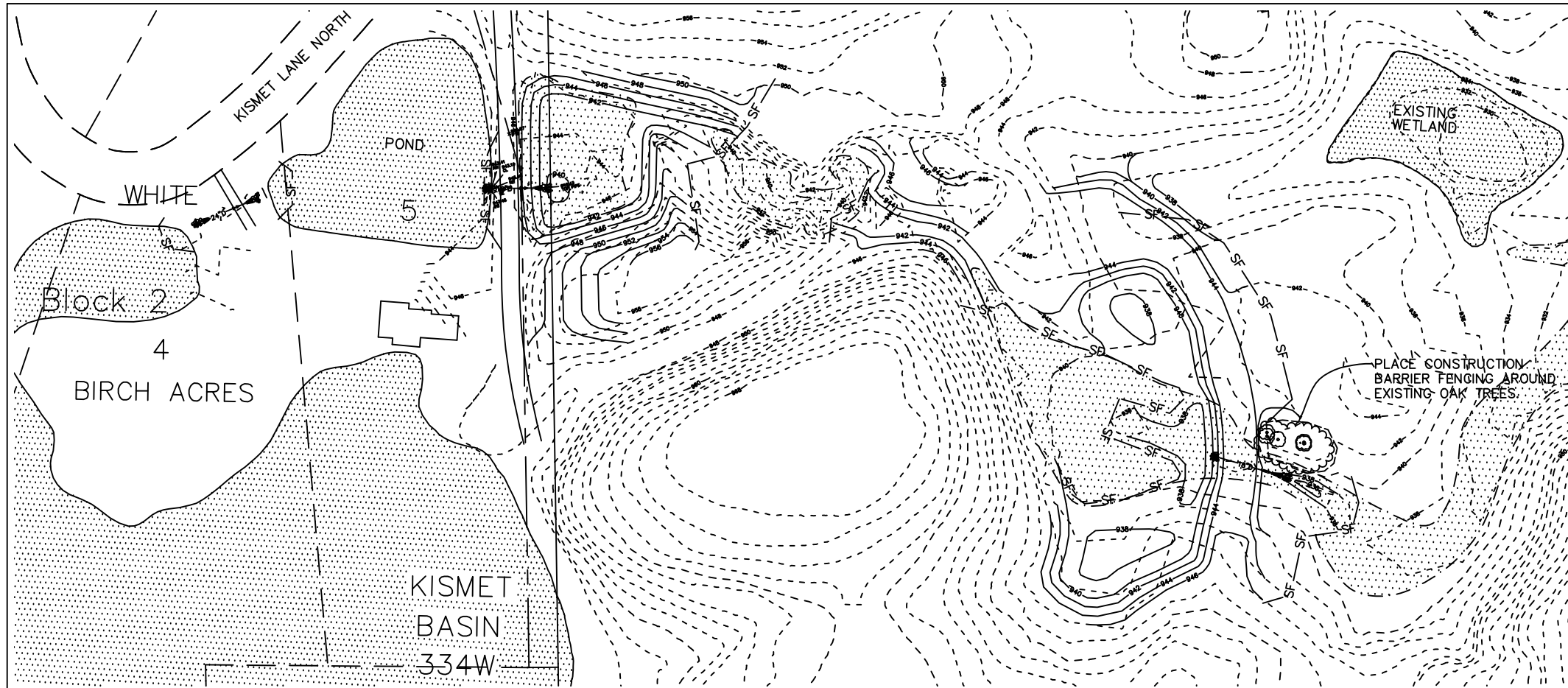
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Minnesota.

Sheet No.  
1

of  
7

Date

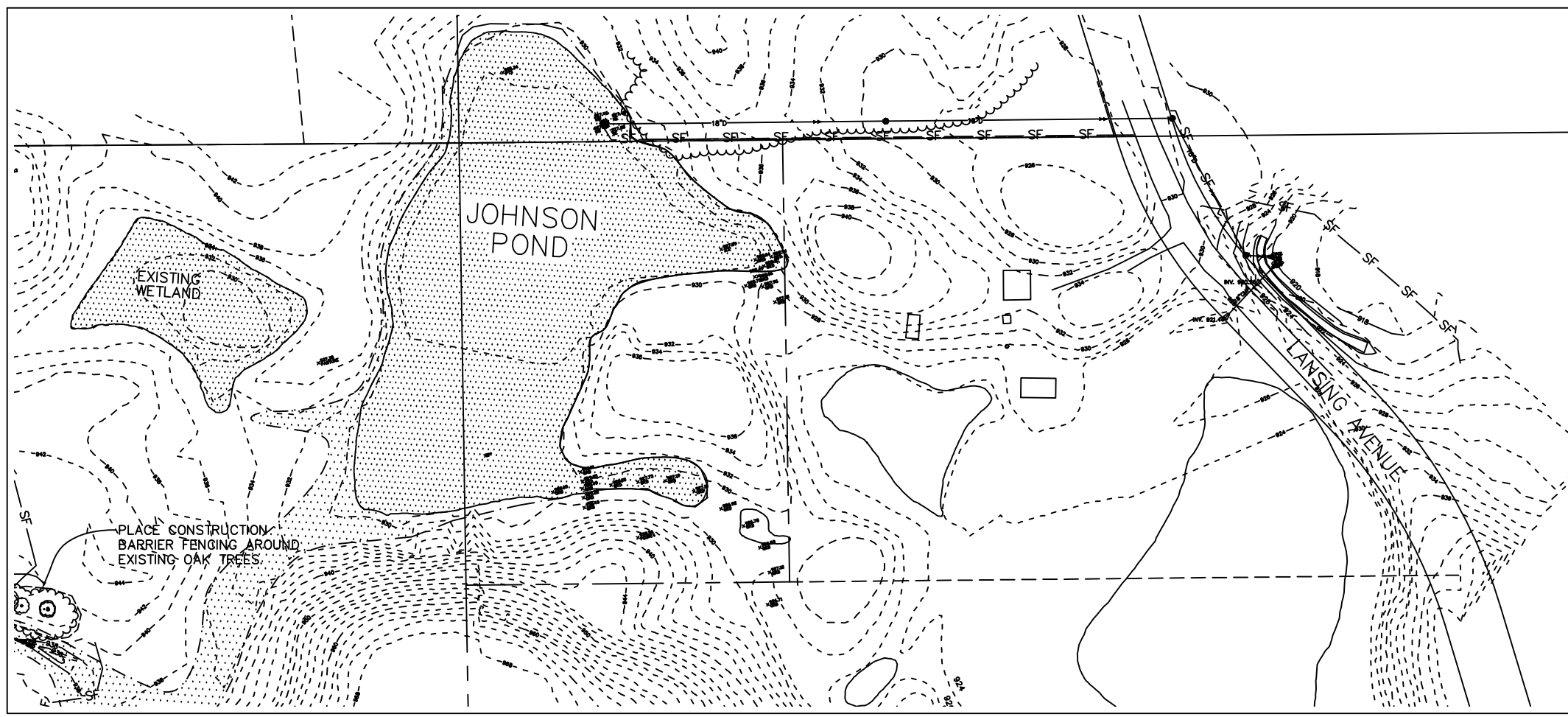
Reg. No.



**LEGEND**

-----840-----	EXISTING CONTOURS
-----835-----	PROPOSED CONTOURS
---SF---SF---SF---	PROPOSED SILT FENCE

- NOTES**
- 1) NO CONSTRUCTION SHALL BEGIN PRIOR TO THE INSTALLATION OF THE SILT FENCING.
  - 2) SILT FENCE TO REMAIN UNTIL THE SITE IS STABILIZED, SILT FENCE SHALL BE MAINTAINED BY THE CONTRACTOR.
  - 3) FOLLOWING ROUGH GRADING, TEMPORARY SEED & MULCH WITH COVER CROP OF OATS (20 LBS. PER ACRE OATS) WITHIN 24 HRS.
  - 4) SEE SHEET 7 FOR ADDITIONAL GRADING DETAILS.
  - 5) SILT FENCING SHALL BE PLACED AND REMAIN AROUND TOPSOIL STOCKPILE UNTIL GRADING IS COMPLETE.



Kismet Basin Stabilization Project  
Erosion Control Plan

BCWD  
Grant, Minnesota

Date	11/29/01
Drawn By	TAE
Dwg. No.	Kism-EC2

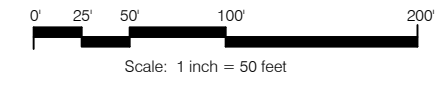
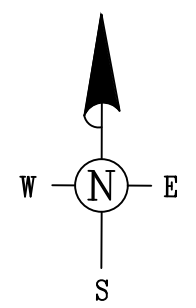
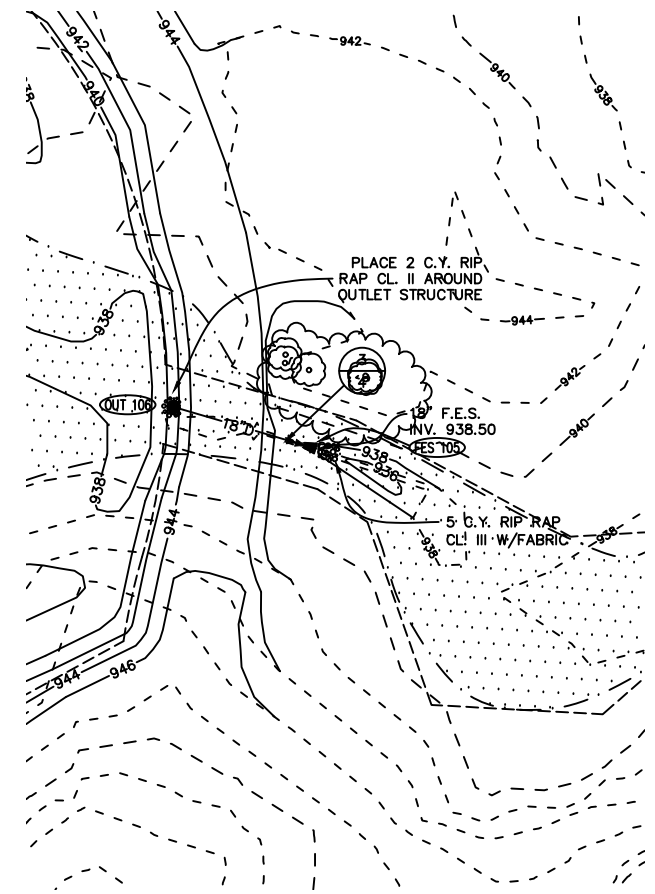
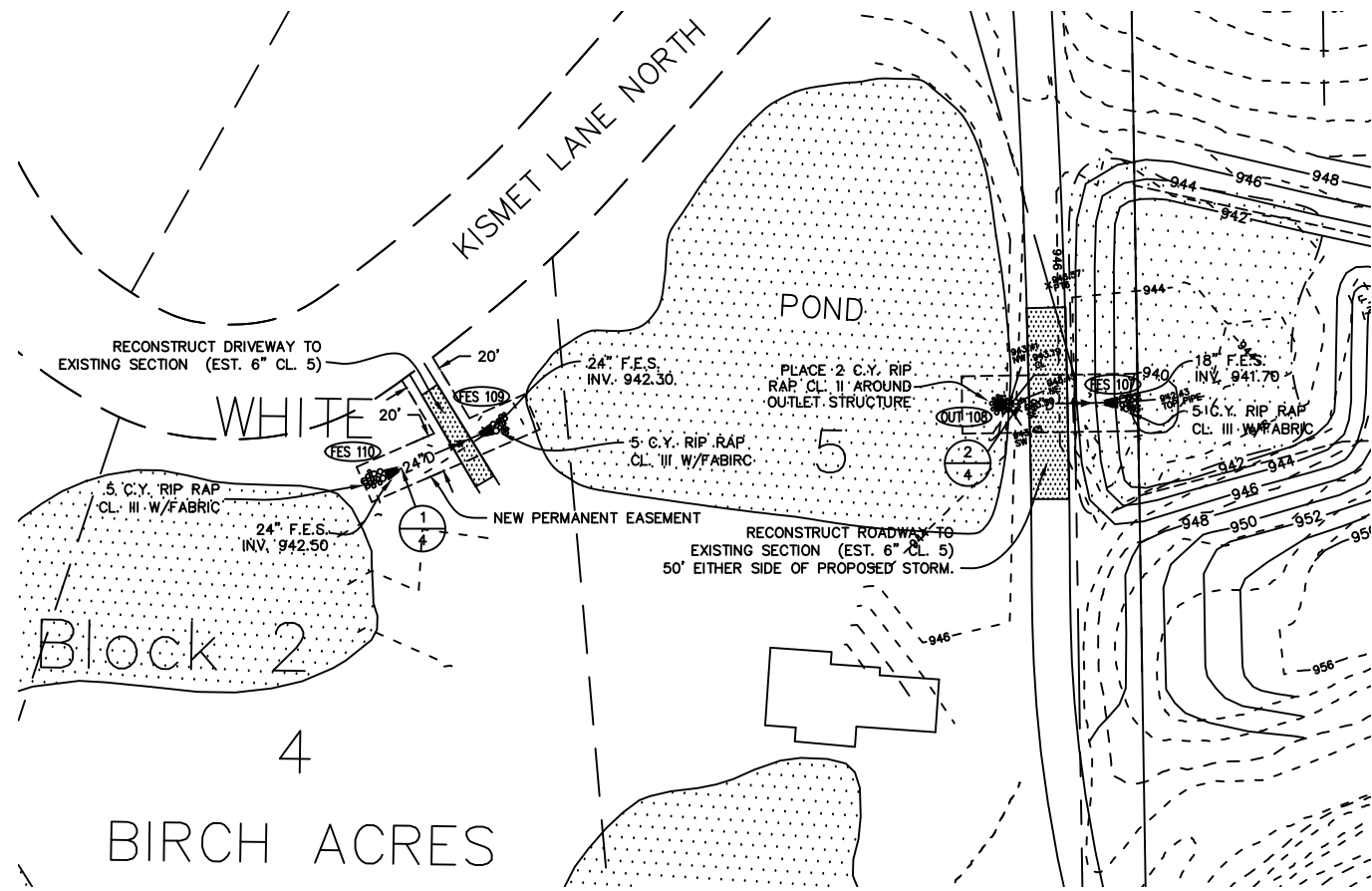
**FOR**  
**EMMONS & OLIVER RESOURCES**  
Lake Elmo, Minnesota - (651) 770-8448

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Minnesota.

Date \_\_\_\_\_ Reg. No. \_\_\_\_\_

Sheet No. 2 of 7  
Sheets



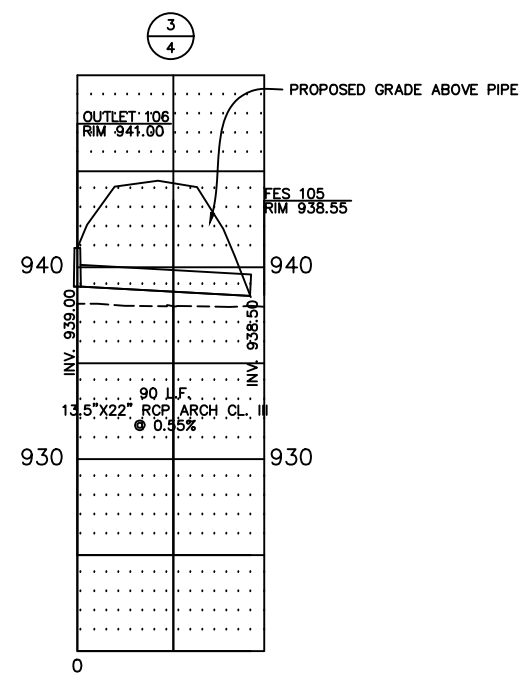
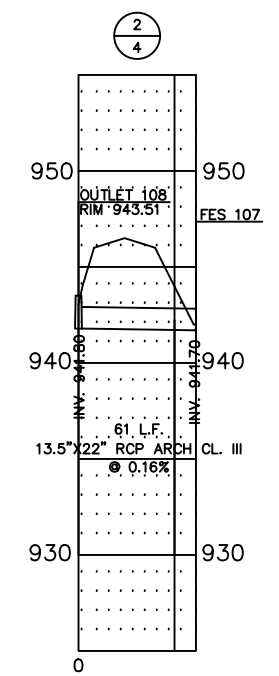
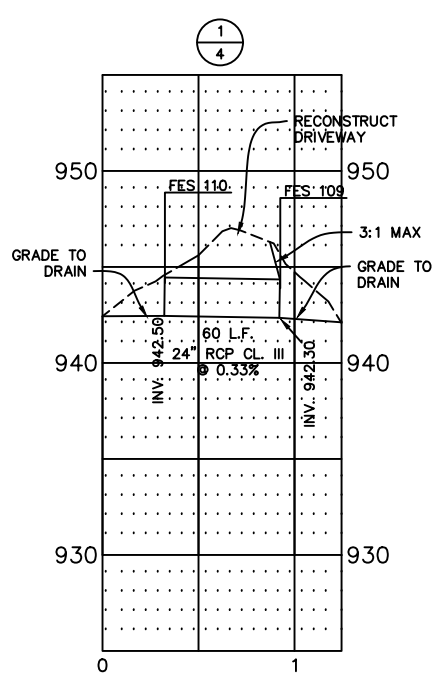


**LEGEND**

- 840 --- EXISTING CONTOURS
- 835 --- PROPOSED CONTOURS
- 18" D → PROPOSED STORM SEWER
- ◁ 12" D → EXISTING STORM SEWER

**NOTES**

- 1) SEE SHEET 7 FOR STORM SEWER DETAILS.



Kismet Basin Stabilization Project  
Storm Sewer Plan  
& Profile No. 1

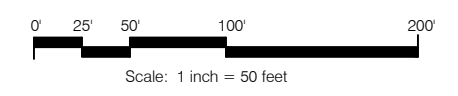
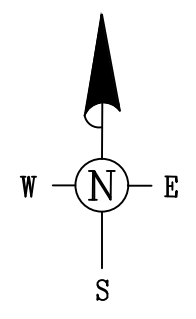
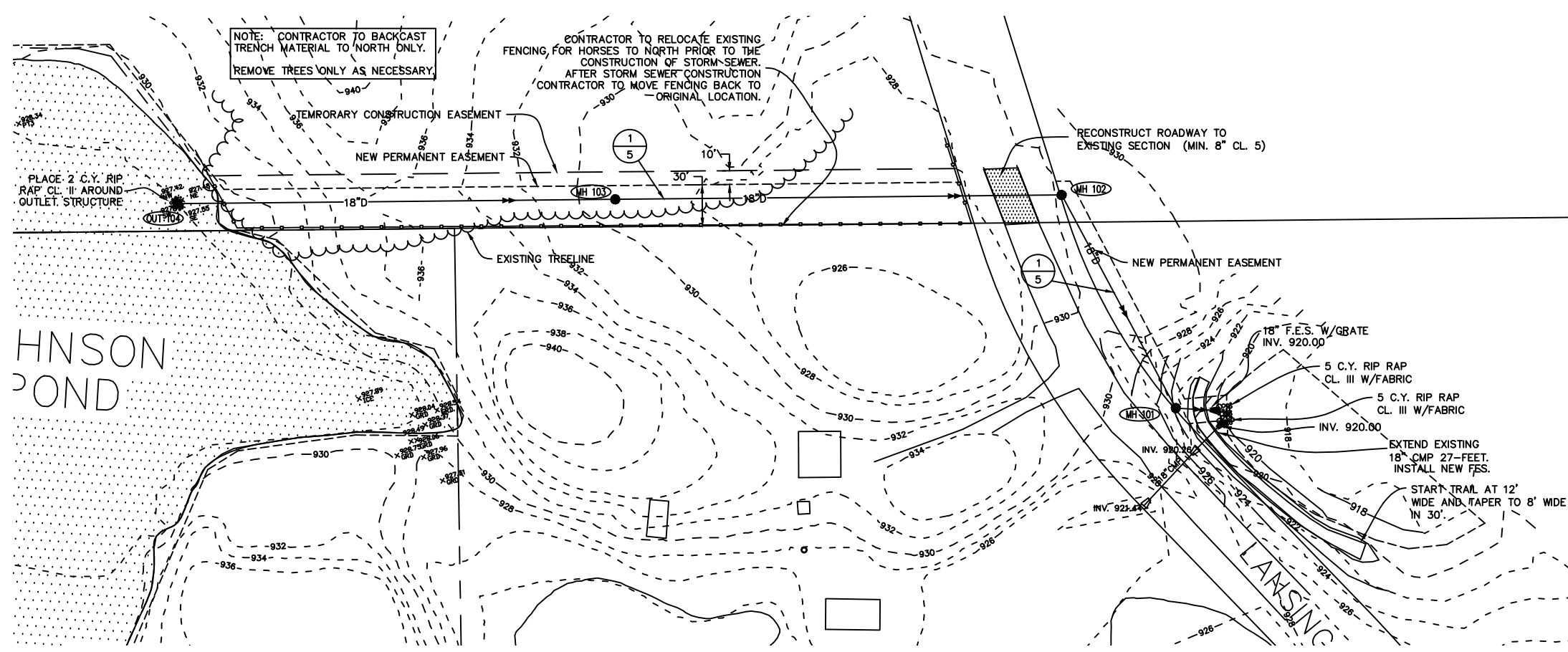
BCWD  
Grant, Minnesota

Date	11/29/01
Drawn By	TAE
Dwg. No.	Kism-UP4

**EMMONS & OLIVER RESOURCES**  
Lake Elmo, Minnesota - (651) 770-8448

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Minnesota.

Date \_\_\_\_\_ Reg. No. \_\_\_\_\_  
Sheet No. 4 of 7  
Sheets

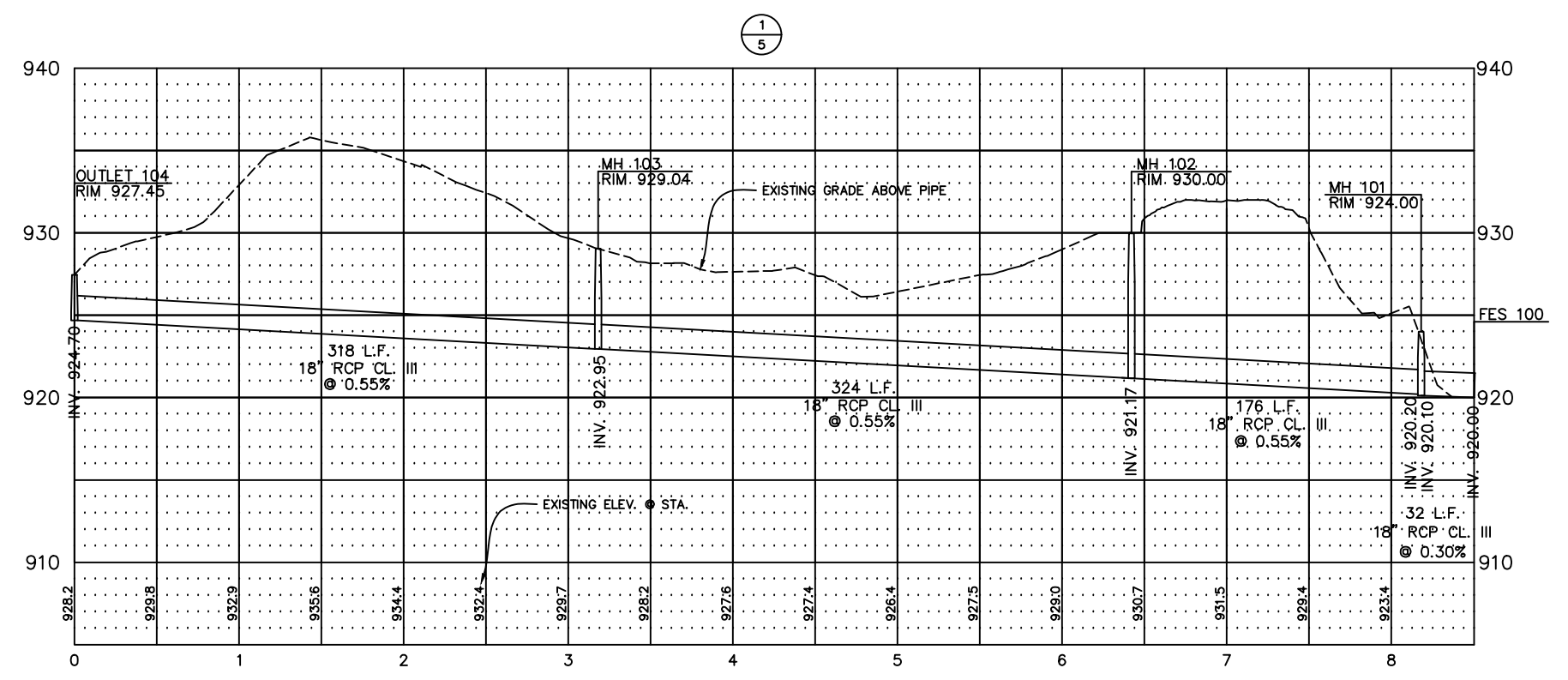


**LEGEND**

- 840--- EXISTING CONTOURS
- 835--- PROPOSED CONTOURS
- 18"D--- PROPOSED STORM SEWER W/ M.H. & F.E.S.
- ▲---12"D--- EXISTING STORM SEWER

**NOTES**

- 1) SEE SHEET 7 FOR STORM SEWER DETAILS.
- 2) RESTORE LANSING AVE. WITH A MIN. OF 8" CL. 5 100% CRUSHED LIMESTONE.
- 3) LANSING AVENUE SHALL BE ACCESSIBLE DURING CONSTRUCTION TO RESIDENTS AND EMERGENCY VEHICLES.
- 4) ALL OPEN HOLES SHALL BE CLOSED AT THE END OF EACH WORKING DAY.
- 5) LOCATE AND MARK ALL EXISTING UTILITIES IN FIELD PRIOR TO THE START OF ANY EXCAVATION.
- 6) NOTIFY CITY OF GRANT PERSONNEL 48-HRS PRIOR TO COMMENCING WORK.



Kismet Basin Stabilization Project  
Storm Sewer Plan  
& Profile No. 2

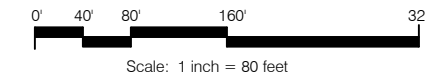
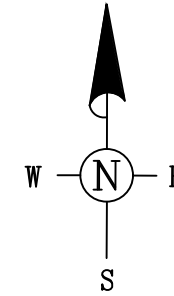
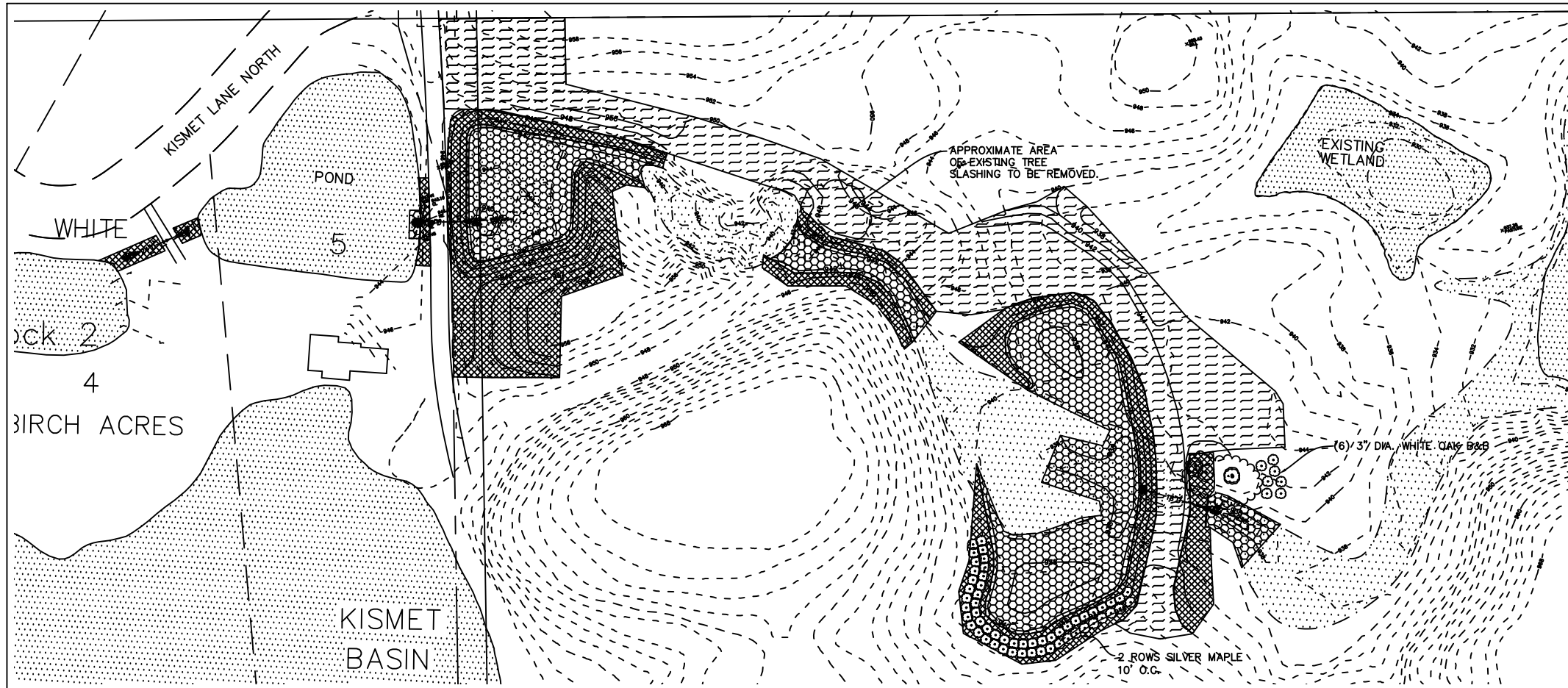
BCWD  
Grant, Minnesota

Date	11/12/01
Drawn By	TAE
Dwg. No.	Kism-UP5

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Reg. No. \_\_\_\_\_ Date \_\_\_\_\_

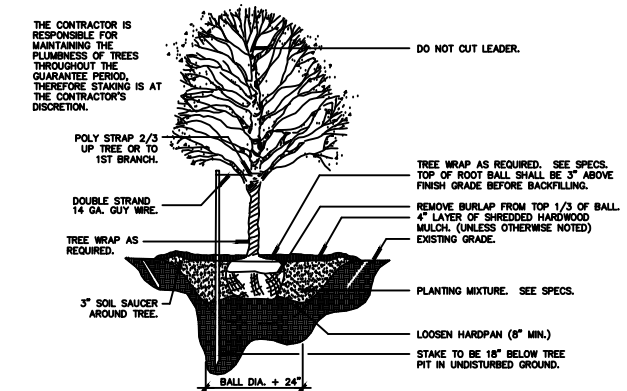
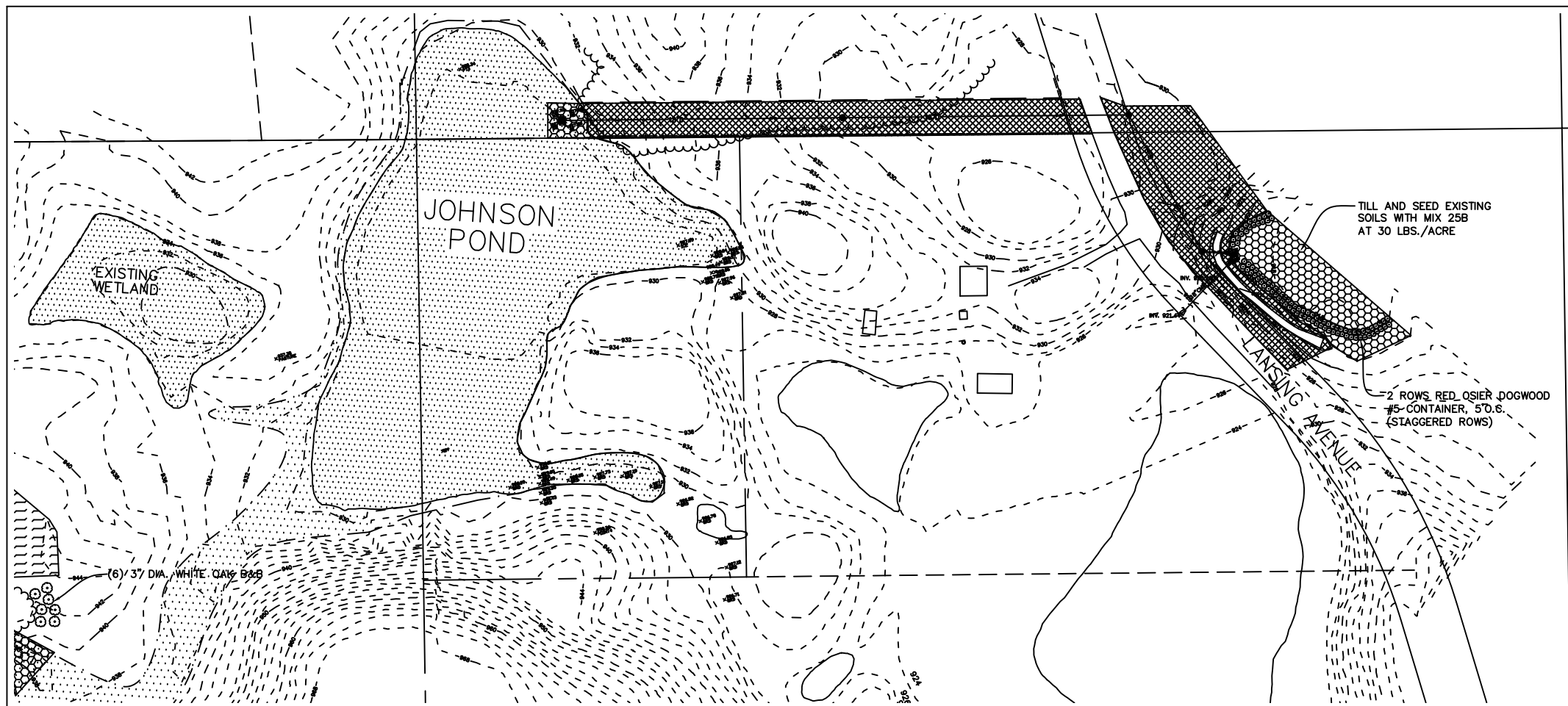


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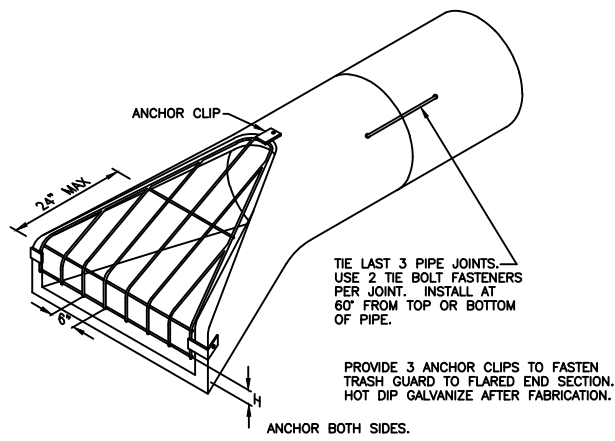
	840	EXISTING CONTOURS
	835	PROPOSED CONTOURS
		SEED MIX 'A' - MN/DOT #25B AUGMENT WITH PLUGS (SEE SPECS)
		SEED MIX 'C' - MN/DOT #15B
		SEED MIX 'D' - ALFAFA @ 30 LBS./ACRE
		PROPOSED TREE PLANTING (SEE PLAN FOR TYPE AND QUANTITY)

**NOTES**

- 1) APPLY TYPE I STRAW MULCH @ 2 TONS PER ACRE.
- 2) REMOVE SLASH PILES AND DEAD TREES WITHIN AND IMMEDIATELY ADJACENT TO THE PROJECT AREA AT THE DIRECTION OF THE ENGINEER. COLLECTED DEAD TREES AND SLASHINGS MAY BE BURNED ON-SITE AS DIRECTED BY ENGINEER.
- 3) CONTRACTOR SHALL OBTAIN CITY OF GRANT BURNING PERMIT PRIOR TO ANY BURING ACTIVITIES.

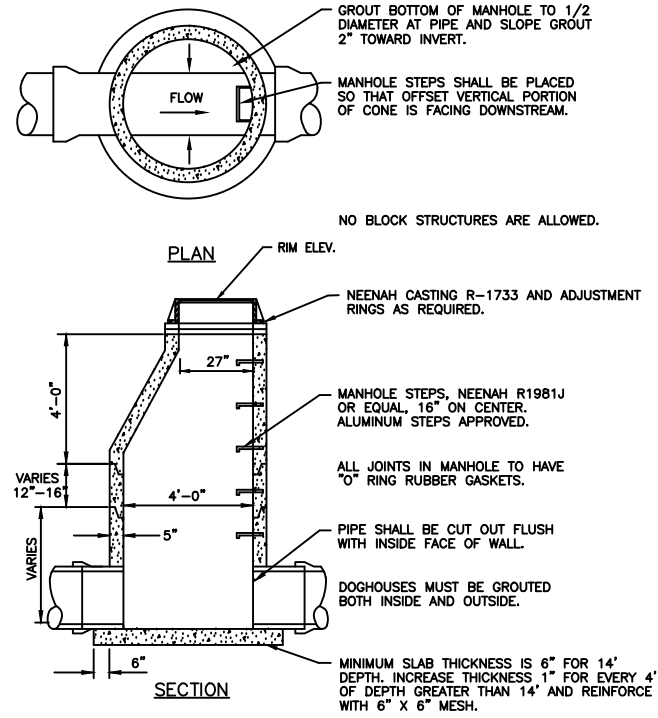


1  
7 DECIDUOUS TREE PLANTING  
NO SCALE

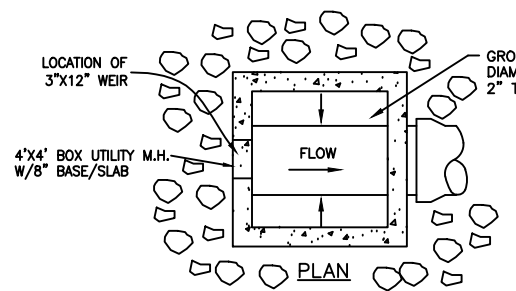
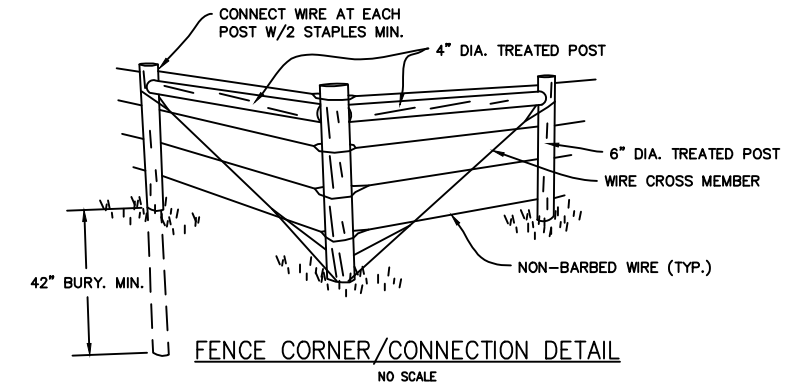
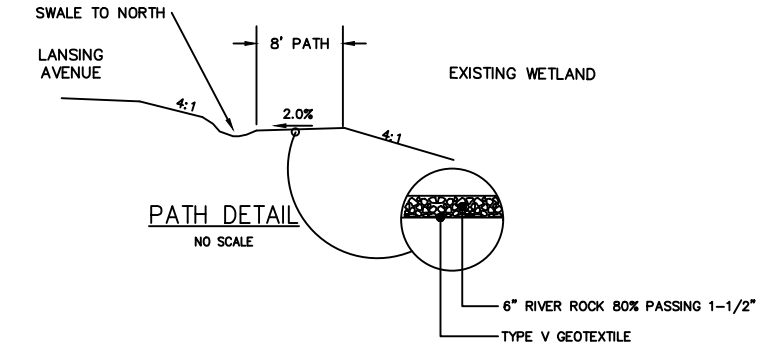
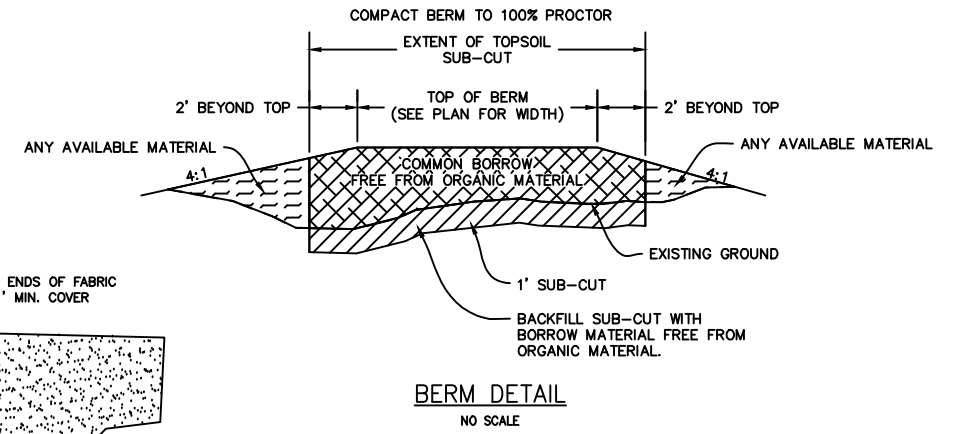
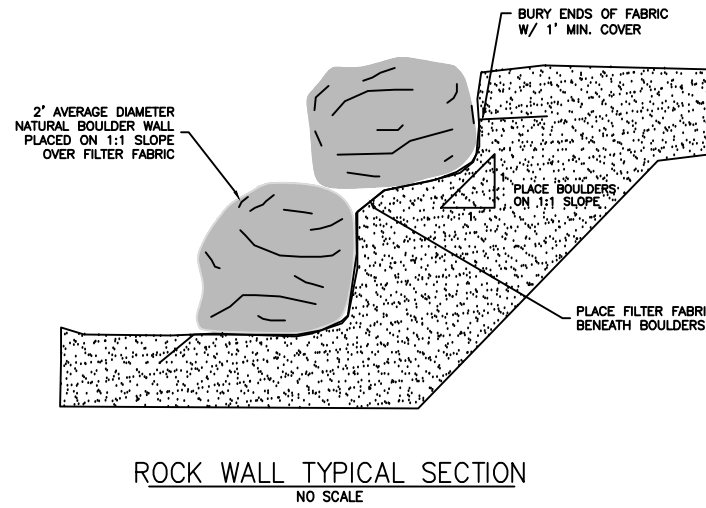


PIPE SIZE	TRASH GUARD BARS	H	BOLTS
12"-18"	3/4"	4"	5/8"
21"-42"	1"	6"	3/4"
48"-72"	1 1/4"	12"	1"

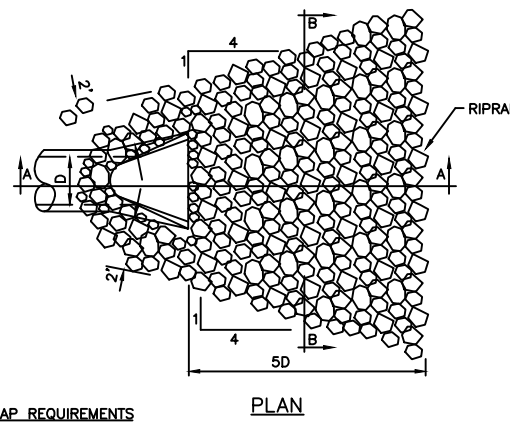
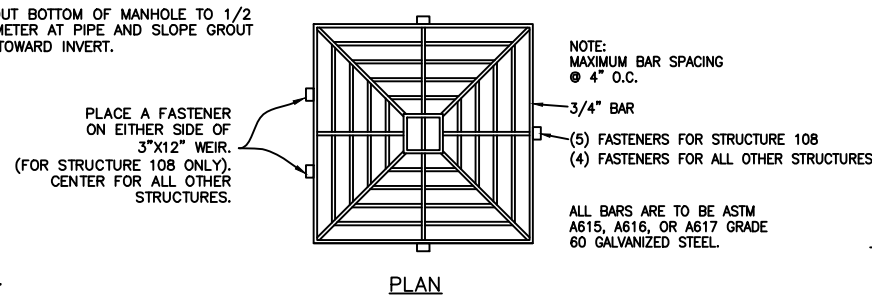
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NO SCALE



STORM MANHOLE  
NO SCALE

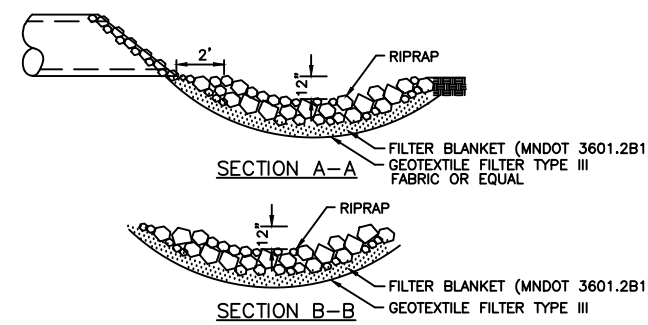


NO BLOCK STRUCTURES SHALL BE ALLOWED.

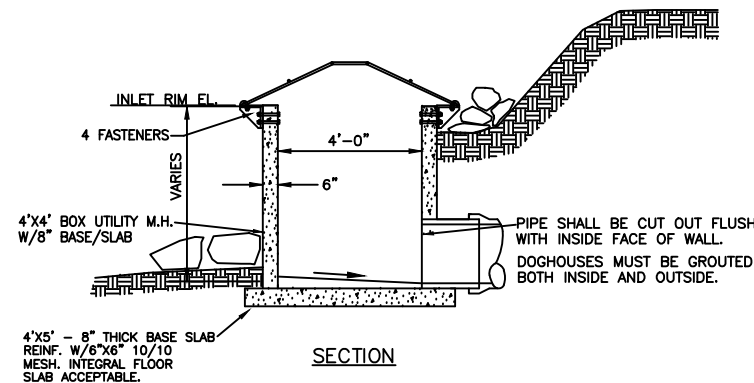


RIPRAP REQUIREMENTS  
SEE PLAN FOR TYPE & QUANTITY OF RIP RAP

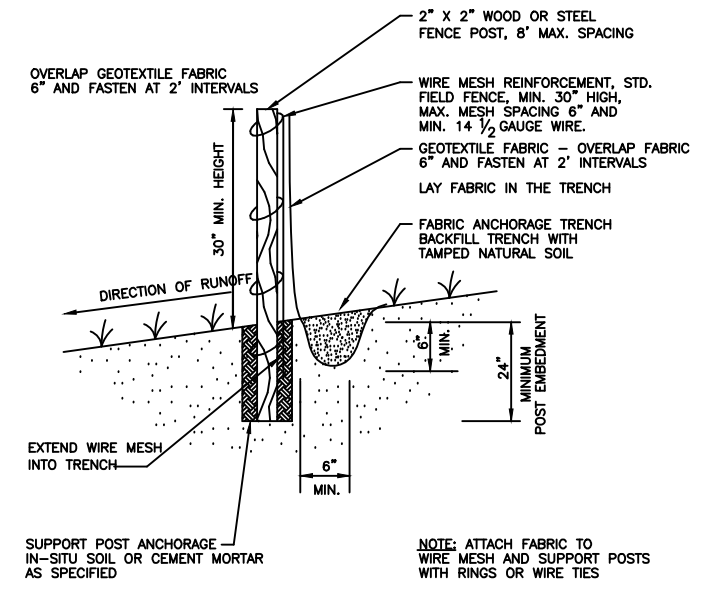
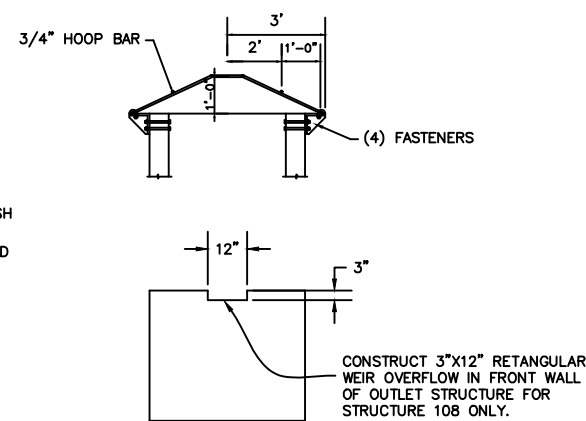
NOTE  
FILTER BLANKET REQUIRED UNDER RIP RAP OR 2 LAYERS OF 500X MIRAFI



RIP RAP @ FLARED END SECTION  
NO SCALE



OUTLET STRUCTURE  
(STRUCTURES 104, 106 & 108)  
NO SCALE



PROPOSED DRAINAGE AND UTILITY EASEMENT DESCRIPTIONS OVER THE "JOHNSON" PARCELS LOCATED IN THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA.

Written by Development Engineering, P.A. on October 10, 2001 for Emmons and Olivier Resources (the client) using information provided by the client and obtained from the Washington County Surveyors Office. No field work or record research was done by Dev. Eng., P.A. (As per the contract with the client)

A parcel of land lying within the Southeast Quarter of the Southeast Quarter of Section 11 and the Southwest Quarter of the Southwest Quarter of Section 12 all in Township 30 North, Range 21 West, Washington County, Minnesota which is more particularly described as follows:

Commencing at the Northwest corner of the said Southeast Quarter of the Southeast Quarter; thence South 00 degrees 54 minutes 41 seconds East (Basis of Bearings: Washington County Coordinate System NAD 83), along the west line of the said Southeast Quarter of the Southeast Quarter, a distance of 116.95 feet to the point of beginning of the parcel to be described; thence South 77 degrees 37 minutes 07 seconds East 208.34 feet; thence South 79 degrees 18 minutes 40 seconds East 147.50 feet; thence South 67 degrees 06 minutes 11 seconds East 48.68 feet; thence South 53 degrees 48 minutes 39 seconds East 51.12 feet; thence South 31 degrees 55 minutes 10 seconds East 42.25 feet; thence South 49 degrees 49 minutes 37 seconds East 110.39 feet; thence North 76 degrees 05 minutes 52 seconds East 130.69 feet; thence southeasterly along a non-tangential curve, concave to the southwest, radius 312.00 feet, delta angle 40 degrees 17 minutes 20 seconds, chord distance 214.90 feet, chord bearing South 22 degrees 30 minutes 39 seconds East, for an arc distance of 219.39 feet; thence South 73 degrees 40 minutes 38 seconds East 103.64 feet; thence South 61 degrees 31 minutes 23 seconds East 126.87 feet; thence North 86 degrees 41 minutes 05 seconds East 48.13 feet; thence North 12 degrees 03 minutes 22 seconds East 70.39 feet; thence North 12 degrees 03 minutes 22 seconds East 39.14 feet; thence North 48 degrees 04 minutes 22 seconds East 154.93 feet; thence North 21 degrees 13 minutes 28 seconds East 52.87 feet; thence North 74 degrees 47 minutes 17 seconds West 89.61 feet; thence North 12 degrees 46 minutes 02 seconds East 15.40 feet; thence North 83 degrees 38 minutes 39 seconds East 87.01 feet; thence North 65 degrees 35 minutes 12 seconds East 36.11 feet; thence North 19 degrees 10 minutes 32 seconds East 84.95 feet; thence North 05 degrees 22 minutes 51 seconds West 64.90 feet; thence North 15 degrees 01 minutes 46 seconds East 64.54 feet; thence North 36 degrees 29 minutes 45 seconds East 86.99 feet to a point on the north line of the said Southeast Quarter of the Southeast Quarter; thence North 89 degrees 38 minutes 44 seconds East, along the said north line of the said Southeast Quarter of the Southeast Quarter, a distance of 25.23 feet to the northeast corner of the said Southeast Quarter of the Southeast Quarter said northeast corner also being the northwest corner of the said Southwest Quarter of the Southwest Quarter of said Section 12; thence North 89 degrees 26 minutes 15 seconds East, along the north line of said Southwest Quarter of the Southwest Quarter, a distance of 210.00 feet; thence South 76 degrees 02 minutes 29 seconds East 28.07 feet; thence South 46 degrees 35 minutes 14 seconds East 98.45 feet; thence South 75 degrees 00 minutes 58 seconds East 44.10 feet; thence South 26 degrees 36 minutes 40 seconds East 37.49 feet to a point on the west line of the tract described in Book 268 of deeds, page 386 recorded and on file in the office of the County Recorder; thence South 00 degrees 55 minutes 02 seconds East,

along the west line of said tract, a distance of 29.99 feet; thence North 89 degrees 27 minutes 17 seconds West 74.46 feet; thence South 82 degrees 22 minutes 40 seconds West 85.97 feet; thence South 58 degrees 11 minutes 33 seconds West 25.96 feet; thence South 22 degrees 59 minutes 01 seconds West 173.41 feet; thence South 33 degrees 24 minutes 32 seconds East 40.07 feet; thence North 79 degrees 46 minutes 44 seconds East 102.82 feet; thence South 62 degrees 11 minutes 39 seconds East 61.93 feet; thence South 29 degrees 09 minutes 12 seconds West 53.10 feet; thence North 67 degrees 23 minutes 45 seconds West 69.22 feet; thence South 86 degrees 06 minutes 09 seconds West 67.10 feet; thence South 75 degrees 51 minutes 59 seconds West 196.13 feet; thence South 82 degrees 47 minutes 47 seconds West 49.12 feet; thence South 83 degrees 36 minutes 59 seconds West 66.00 feet; thence South 59 degrees 03 minutes 21 seconds West 31.23 feet; thence South 25 degrees 02 minutes 52 seconds West 174.36 feet; thence South 48 degrees 52 minutes 22 seconds West 102.62 feet; thence North 86 degrees 52 minutes 20 seconds West 89.27 feet; thence North 19 degrees 19 minutes 21 seconds West 101.03 feet; thence North 56 degrees 34 minutes 50 seconds West 31.01 feet; thence North 73 degrees 40 minutes 38 seconds West 83.65 feet; thence southerly along a non-tangential curve, concave to the west, radius 312.00 feet, delta angle 11 degrees 00 minutes 00 seconds, chord distance 59.81 feet, chord bearing South 10 degrees 44 minutes 21 seconds West, for an arc distance of 59.90 feet; thence southerly along a non-tangential curve, concave to the east, radius 338.00 feet, delta angle 07 degrees 37 minutes 41 seconds, chord distance 44.97 feet, chord bearing South 12 degrees 25 minutes 28 seconds West, for an arc distance of 45.00 feet; thence South 61 degrees 19 minutes 14 seconds West 126.06 feet; thence North 58 degrees 45 minutes 22 seconds West 69.64 feet; thence North 12 degrees 09 minutes 51 seconds East 78.54 feet; thence North 18 degrees 45 minutes 54 seconds West 132.21 feet; thence North 22 degrees 19 minutes 40 seconds West 185.68 feet; thence North 81 degrees 22 minutes 59 seconds West 99.05 feet; thence North 84 degrees 37 minutes 55 seconds West 76.75 feet; thence North 65 degrees 56 minutes 14 seconds West 91.23 feet; thence South 88 degrees 10 minutes 24 seconds West 95.53 feet; thence South 75 degrees 05 minutes 36 seconds West 109.83 feet to a point on the west line of the said Southeast Quarter of the Southeast Quarter of said Section 11; thence North 00 degrees 54 minutes 41 seconds West, along the west line of said Southeast Quarter of the Southeast Quarter, a distance of 162.16 feet to the point of beginning.

PROPOSED DRAINAGE AND UTILITY EASEMENT DESCRIPTION OVER OUTLOT "A" OF THE PLAT OF WHITE BIRCH ACRES (A JOHNSON PARCEL) LOCATED IN THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA.

Written by Development Engineering, P.A. on October 10, 2001 for Emmons and Olivier Resources (the client) using information provided by the client and

obtained from the Washington County Surveyors Office. No field work or record research was done by Dev. Eng., P.A. (As per the contract with the client)

A 30 foot wide strip of land over part of Outlot "A", White Birch Acres, Washington County, Minnesota the centerline of which is described as follows:

Commencing at the northerly terminus point of the most easterly line of said Outlot "A"; thence South 00 degrees 54 minutes 41 seconds East (Basis of Bearings: the most easterly line of said Outlot "A" has an assumed bearing of South 00 degrees 54 minutes 41 seconds East), along the most easterly line of said Outlot "A", a distance of 230.31 feet to the point of beginning of the centerline to be described; thence South 89 degrees 09 minutes 24 seconds West 33.00 feet and said centerline there terminating.

PROPOSED 20 FOOT WIDE ACCESS EASEMENT DESCRIPTION OVER THE "JOHNSON" PARCEL LOCATED IN THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA.

Written by Development Engineering, P.A. on October 10, 2001 for Emmons and Olivier Resources (the client) using information provided by the client and obtained from the Washington County Surveyors Office. No field work or record research was done by Dev. Eng., P.A. (As per the contract with the client)

A parcel of land lying within the Southeast Quarter of the Southeast Quarter of Section 11, Township 30 North, Range 21 West, Washington County, Minnesota which is more particularly described as follows:

Commencing at the Northwest corner of the said Southeast Quarter of the Southeast Quarter; thence South 00 degrees 54 minutes 41 seconds East (Basis of Bearings: Washington County Coordinate System NAD 83), along the west line of the said Southeast Quarter of the Southeast Quarter, a distance of 116.95 feet; thence South 77 degrees 37 minutes 07 seconds East 208.34 feet; thence South 79 degrees 18 minutes 40 seconds East 147.50 feet; thence South 67 degrees 06 minutes 11 seconds East 48.68 feet; thence South 53 degrees 48 minutes 39 seconds East 51.12 feet; thence South 31 degrees 55 minutes 10 seconds East 42.25 feet; thence South 49 degrees 49 minutes 37 seconds East 110.39 feet; thence North 76 degrees 05 minutes 52 seconds East 130.69 feet; thence southeasterly along a non-tangential curve, concave to the southwest, radius 312.00 feet, delta angle 40 degrees 17 minutes 20 seconds, chord distance 214.90 feet, chord bearing South 22 degrees 30 minutes 39 seconds East, for an arc distance of 219.39 feet; thence South 73 degrees 40 minutes 38 seconds East 103.64 feet; thence South 61 degrees 31 minutes 23 seconds East 126.87 feet; thence North 86 degrees 41 minutes 05 seconds East 48.13 feet; thence North 12 degrees 03 minutes 22 seconds East 70.39 feet; thence North 12 degrees 03 minutes 22 seconds East 39.14 feet to the point of beginning of the parcel to be described; thence South 64 degrees 57 minutes 08 seconds East 79.66 feet; thence North 25 degrees 02 minutes 52 seconds East 20.00 feet; thence North 64 degrees 57 minutes 08 seconds West 71.16 feet; thence South 48 degrees 04 minutes 22 seconds West 21.73 feet to the point of beginning.

PROPOSED LEGAL DESCRIPTION OF THE NORTHERLY WETLAND MITIGATION EASEMENT AREA OVER A "JOHNSON" PARCEL LOCATED IN THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA.

Written by Development Engineering, P.A. on October 15, 2001 for Emmons and Olivier Resources (the client) using information provided by the client and obtained from the Washington County Surveyors Office. No field work or record research was done by Dev. Eng., P.A. (As per the contract with the client)

A parcel of land lying within the Southeast Quarter of the Southeast Quarter of Section 11, Township 30 North, Range 21 West, Washington County, Minnesota which is more particularly described as follows:

Commencing at the Northwest corner of the said Southeast Quarter of the Southeast Quarter; thence South 00 degrees 54 minutes 41 seconds East (Basis of Bearings: Washington County Coordinate System NAD 83), along the west line of the said Southeast Quarter of the Southeast Quarter, a distance of 116.95 feet; thence South 77 degrees 37 minutes 07 seconds East 208.34 feet; thence South 79 degrees 18 minutes 40 seconds East 147.50 feet; thence South 67 degrees 06 minutes 11 seconds East 48.68 feet; thence South 53 degrees 48 minutes 39 seconds East 51.12 feet; thence South 31 degrees 55 minutes 10 seconds East 42.25 feet; thence South 49 degrees 49 minutes 37 seconds East 110.39 feet to the point of beginning of the land to be described; thence North 76 degrees 05 minutes 52 seconds East 130.69 feet; thence southeasterly along a non-tangential curve, concave to the southwest, radius 312.00 feet, delta angle 33 degrees 40 minutes 25 seconds, chord distance 180.74 feet, chord bearing South 25 degrees 49 minutes 07 seconds East, for an arc distance of 183.37 feet; thence North 67 degrees 27 minutes 24 seconds West 213.21 feet; thence North 09 degrees 54 minutes 08 seconds West 50.30 feet to the point of beginning.

PROPOSED LEGAL DESCRIPTION OF THE SOUTHERLY WETLAND MITIGATION EASEMENT AREA OVER A "JOHNSON" PARCEL LOCATED IN THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA.

Written by Development Engineering, P.A. on October 15, 2001 for Emmons and Olivier Resources (the client) using information provided by the client and obtained from the Washington County Surveyors Office. No field work or record research was done by Dev. Eng., P.A. (As per the contract with the client)

A parcel of land lying within the Southeast Quarter of the Southeast Quarter of Section 11, Township 30 North, Range 21 West, Washington County, Minnesota which is more particularly described as follows:

Commencing at the Northwest corner of the said Southeast Quarter of the Southeast Quarter; thence South 00 degrees 54 minutes 41 seconds East (Basis of Bearings: Washington County Coordinate System NAD 83), along the west line of the said Southeast Quarter of the Southeast Quarter, a distance of 279.11 feet; thence North 75 degrees 05 minutes 36 seconds East 109.83 feet; thence North 88 degrees 10 minutes 24 seconds

East 95.53 feet; thence South 65 degrees 56 minutes 14 seconds East 91.23 feet; thence South 84 degrees 37 minutes 55 seconds East 76.75 feet; thence South 81 degrees 22 minutes 59 seconds East 99.05 feet; thence South 22 degrees 19 minutes 40 seconds East 185.68 feet; thence South 18 degrees 45 minutes 54 seconds East 132.21 feet to the point of beginning of the land to be described; thence South 12 degrees 09 minutes 51 seconds West 78.54 feet; thence South 58 degrees 45 minutes 22 seconds East 69.64 feet; thence North 61 degrees 19 minutes 14 seconds East 126.06 feet; thence northerly along a non-tangential curve, concave to the east, radius 338.00 feet, delta angle 07 degrees 37 minutes 41 seconds, chord distance 44.97 feet, chord bearing North 12 degrees 25 minutes 28 seconds East, for an arc distance of 45.00 feet; thence northerly along a non-tangential curve, concave to the west, radius 312.00 feet, delta angle 11 degrees 00 minutes 00 seconds, chord distance 59.81 feet, chord bearing North 10 degrees 44 minutes 21 seconds East, for an arc distance of 59.90 feet; thence South 76 degrees 57 minutes 30 seconds West 159.82 feet; thence South 52 degrees 46 minutes 36 minutes West 23.49 feet to the point of beginning.

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is entered into between Bernard P. and Diane A. Rappa, husband and wife, residing at 10274 Kismet Lane North, Stillwater, Minnesota 55082 (“Grantors”), and the Brown's Creek Watershed District, a political subdivision of the State of Minnesota with powers set forth at Minnesota Statutes Chapters 103B and 103D (“Grantee”).

**WITNESSETH**

WHEREAS, Grantors are the owner in fee of certain real property (the “Burdened Property”) located in Washington County, Minnesota, designated by Washington County Parcel No. R11.030.21.43.0006 and legally described as follows:

Lot Four (4), Block Two (2), White Birch Acres, Washington County, Minnesota.

WHEREAS, the Parties hereto desire to provide for a utility and drainage easement over a portion of the Burdened Property in favor of Grantee for the purpose of the Kismet Basin project (the "Project").

NOW, THEREFORE, in consideration of the premises, for one dollar and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantors, the parties hereto agree as follows;

1. Grantors hereby grant to Grantee on the terms and conditions more particularly set forth herein, an easement in perpetuity on and under that real property located within the Burdened Property legally described as follows (the “Easement Area”):

A parcel of land located within Lot 4, Block 2, White Birch Acres, Washington County, Minnesota, more particularly described as follows:

Commencing at the northeast corner of said Lot 4; thence South 03 degrees 48 minutes 21 seconds East (Basis of Bearings: the East line of said Lot 4 has an assumed bearing of South 03 degrees 48 minutes 21 seconds East), along the East line of said Lot 4, a distance of 96.02 feet; thence South 66 degrees 36 minutes 51 seconds

West 35.97 feet to the point of beginning of the parcel of land to be described; thence continuing on the last described course of South 66 degrees 36 minutes 51 seconds West a distance of 32.37 feet; thence North 31 degrees 10 minutes 07 seconds West 49.57 feet to a point on the southerly right-of-way line of Kismet lane; thence South 45 degrees 31 minutes 25 seconds West, along said southerly right-of-way line, a distance of 8.68 feet; thence continuing along said southerly right-of-way line, along a curve, tangential at the point of curvature, concave to the northwest, chord bearing South 47 degrees 30 minutes 36 seconds West, chord length 11.78 feet, radius 169.97 feet, delta angle 03 degrees 58 minutes 22 seconds, for an arc distance of 11.79 feet; thence South 31 degrees 10 minutes 07 seconds East 42.52 feet; thence South 66 degrees 36 minutes 51 seconds West 43.93 feet; thence South 23 degrees 23 minutes 09 seconds East 20.00 feet; thence North 66 degrees 36 minutes 51 seconds East 89.84 feet; thence North 04 degrees 59 minutes 34 seconds West 21.08 feet to the point of beginning.

2. The easement in perpetuity granted herein allows Grantee to use the Easement Area for the purpose of constructing, operating, inspecting, maintaining, reconstructing and removing, at its sole cost and expense, a buried, closed conveyance for the transport of water across and under the Burdened Property, including inlet structures and other appurtenances convenient thereto.

3. Grantee may enter and exit the Easement Area at reasonable times and engage in activities therein including the movement of motorized and non-motorized vehicles and equipment; the storage of equipment and materials; the stockpiling of spoils, sediments and debris; the placement and erection of temporary structures; and all other activities necessary or convenient for construction and maintenance of the conveyance and any associated features. Grantee shall pay for or repair all damages to property caused by its activity on the Easement Area under this easement. In the event that Grantee or its agent trespasses on the Burdened Property outside of the Easement Area, Grantee shall compensate Grantors for actual damages.

4. Grantee shall provide Grantors at least two days' written notice of its intent to enter for the purpose of construction. Grantors recognize that during construction, Grantors may not have full use of their driveway. It is expected that the period during which the driveway may not be used may be as short as a day or less, but may be longer.

5. As soon as is practicable after construction, Grantee shall: (a) remove from the Easement Area all spoils, sediments, debris and other waste materials placed there pursuant to this easement; (b) mulch and seed the Easement Area; and (c) return the site surface materially to its preexisting condition.

6. Grantors may cross and recross the Easement Area and may use it for any purpose provided that use does not interfere with Grantee's permitted uses under this Easement Agreement. Specifically, after construction is completed, Grantors may pave on the Easement Area.

7. The easement rights set forth herein shall run with and burden the Burdened Property and shall be binding on the representatives, heirs, successors and assigns of the parties as specified herein.

8. Grantee hereby agrees to indemnify, defend and hold harmless Grantors, and their representatives, heirs, successors or assigns, from and against any and all suits, actions, causes of actions, claims, or proceedings asserted against Grantors, or their representatives, heirs, successors and assigns, arising out of the Project and/or the Grantee's construction, operation or maintenance activities in connection therewith or any acts or omissions of the Grantee or its employees, contractors or agents in connection with the Project, except to the extent the suit, action, cause of action, claim, or proceeding relates to action or inaction of Grantors that forms an independent basis for liability.

9. Grantors represent, warrant and covenant that: (a) Grantors are the joint owners of a fee simple interest in the Burdened Property and have full power and authority to enter into this Agreement; and (b) the Burdened Property is free and clear of any lien, encumbrance, easement, restriction, covenant or condition, other than utility easements of record, that may interfere with any of the rights granted to Grantee herein.

IN WITNESS WHEREOF, the Parties cause this Easement Agreement to be executed.

**Grantor**

\_\_\_\_\_  
Bernard P. Rappa

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001  
by Bernard P. Rappa.

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

**Grantor**

\_\_\_\_\_  
Diane A. Rappa

STATE OF MINNESOTA                    )  
                                                  ) ss.  
COUNTY OF WASHINGTON            )

The foregoing instrument was acknowledged  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001  
by Diane A. Rappa.

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

**Grantee**

**BROWN'S CREEK WATERSHED DISTRICT**

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

STATE OF MINNESOTA    )  
                                          ) ss.  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
by \_\_\_\_\_.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

SMITH PARKER, P.L.L.P.  
808 Colwell Building  
123 North Third Street  
Minneapolis, MN 55401

## **UTILITY EASEMENT**

THIS EASEMENT AGREEMENT is entered into between Steven P. Sterner and Dorothy Surles, husband and wife, residing at 10291 Lansing Avenue, Stillwater, Minnesota 55082 (“Landowners”), and the Brown's Creek Watershed District, a political subdivision of the State of Minnesota with powers set forth at Minnesota Statutes Chapters 103B and 103D (“BCWD”).

### **WITNESSETH**

A. WHEREAS, Landowners own in fee two parcels of certain real property designated as Washington County Parcel Nos. R 12.030.21.32.0001 and R 12.030.21.32.0004, and consisting of, respectively, 31 and 11 acres, more or less, of land located in the City of Grant, Washington County, Minnesota (the “Burdened Property”), each as legally described in Attachment A incorporated herein.

B. WHEREAS, the BCWD is constructing the Kismet Basin Project ("Project"), the purpose of which is to provide an outlet from the landlocked Kismet Basin.

C. WHEREAS, for the purpose of the Project, Landowners and the BCWD desire to provide for a perpetual utility easement in favor of the BCWD under and upon that portion of the Burdened Property encumbered by the Lansing Avenue North right-of-way.

NOW, THEREFORE, in consideration of the premises, for one dollar and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. All recitations are incorporated into this easement.
2. Landowners hereby grant and convey to the BCWD, its successors and assigns, the perpetual right, privilege and easement to construct, operate, maintain, use and reconstruct an underground conduit with necessary and proper appurtenances and devices used or useful in the operation and maintenance of said conduit for the conveyance of water (together, “the conveyance”) over, under and across the lands described in Attachment B, incorporated herein ("Easement Area").

3. After construction is complete, the BCWD shall return the Easement Area essentially to its pre-construction condition or compensate Landowners for any changes thereto.

4. Landowners reserve the right to use and occupy the Easement Area in any manner that will not interfere with or endanger the structural integrity of the conveyance.

5. The covenants, terms, conditions, and restrictions of this easement shall bind and inure to the benefit of the parties, their respective personal representatives, heirs, successors, assigns, and all others who exercise any right by or through them and shall run in perpetuity with the Burdened Property.

6. The easement rights conveyed by Landowners herein all concern a portion of the Burdened Property encumbered by a City of Grant right-of-way on which is built and maintained the public way known as Lansing Avenue North. The City of Grant has approved the proposed BCWD use of the Burdened Property, as documented in Attachment C incorporated herein.

7. The BCWD shall bear the cost of duly recording this easement at the Office of the Washington County Recorder.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed.

\_\_\_\_\_  
Steven P. Sterner

Date:

STATE OF MINNESOTA  
COUNTY OF WASHINGTON

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001, by Steven P. Sterner.

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

\_\_\_\_\_  
Dorothy Surles

Date:

STATE OF MINNESOTA  
COUNTY OF WASHINGTON

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001, by Dorothy Surles.

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

**BROWN'S CREEK WATERSHED DISTRICT**

\_\_\_\_\_  
Craig Leiser, President

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

STATE OF MINNESOTA  
COUNTY OF WASHINGTON

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001, by Craig Leiser as President of the Brown's Creek Watershed District.

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

THIS INSTRUMENT WAS DRAFTED BY:

SMITH PARKER, P.L.L.P.  
808 Colwell Building  
123 North Third Street  
Minneapolis, MN 55401  
(612) 344-1400

## **ATTACHMENT A**

### **LEGAL DESCRIPTION OF BURDENED PROPERTY**

Lot 6, Block 1, Lazy Acres, according to the recorded plat thereof, and situate in Washington County, Minnesota.

Also, that part of the Northwest Quarter of Southwest Quarter of Section 12, Township 30 North, Range 21 West, lying Easterly of the center line of Lansing Avenue and Southerly of a line described as beginning at a point on the East line of said Northwest Quarter of the Southwest Quarter 854.00 feet Southerly of the Northeast corner of said Northwest Quarter of the Southwest Quarter at as measured along said East line; thence Westerly to a point on said center line distant 833.20 feet Southerly of the North line of said Northwest Quarter of the Southwest Quarter as measured along said center line.

Also, that part of Southwest Quarter of Southwest quarter and Southeast Quarter of Southwest Quarter of said Section 12 lying Easterly of the center line of said Lansing Avenue and Northwesterly of the Northwesterly right-of-way line of what was formerly owned by the Soo Line Railroad.

Also, that part of the Southeast Quarter of Southwest Quarter and Southwest Quarter of Southeast Quarter of said Section 12 lying Southeasterly of the Southeasterly right-of-way line of what was formerly owned by the Soo Line Railroad and Westerly of the center line of Brown's Creek.

## ATTACHMENT B

### LEGAL DESCRIPTION OF UTILITY EASEMENT

A permanent pipeline easement over, under and across that portion of Lansing Avenue North right-of-way located within the West one-half of the Southwest Quarter of Section 12, Township 30 North, Range 21 West, Washington County, Minnesota which lies southerly of the following described Line "A" and northerly and easterly of the following described Line "B":

#### Line "A"

Commencing at the northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 12; thence North 89 degrees 26 minutes 15 seconds East (Basis of Bearings: the Washington County Coordinate System NAD 83), along the north line of said Southwest Quarter of the Southwest Quarter of said Section, a distance of 743.73 feet to a point on the westerly right-of-way line of said Lansing Avenue; thence North 17 degrees 22 minutes 45 seconds West, along said westerly right-of-way line, a distance of 31.35 feet to the point of beginning of the Line "A" to be described; thence North 89 degrees 26 minutes 15 seconds East 69.02 feet, to a point on the easterly right-of-way line of said Lansing Avenue, and said Line "A" there terminating.

#### Line "B"

Commencing at the northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 12; thence North 89 degrees 26 minutes 15 seconds East (Basis of Bearings: the Washington County Coordinate System NAD 83), along the north line of said Southwest Quarter of the Southwest Quarter of said Section, a distance of 743.73 feet to a point on the westerly right-of-way line of said Lansing Avenue and said point being the point of beginning of the Line "B" to be described; thence continuing on the last described course of North 89 degrees 26 minutes 15 seconds East 56.75 feet; thence South 27 degrees 46 minutes 28 seconds East 167.51 feet; thence North 84 degrees 35 minutes 41 seconds East 20.9 feet, more or less, to a point on the easterly right-of-way line of said Lansing Avenue North and said Line "B" there terminating.

**ATTACHMENT C**

**CITY OF GRANT APPROVAL**

[include Grant approval letter here]

PROPOSED DRAINAGE AND UTILITY EASEMENT DESCRIPTION OVER THE  
“VEGTE” PARCEL LOCATED IN THE CITY OF GRANT, WASHINGTON COUNTY,  
MINNESOTA.

Written by Development Engineering, P.A. on October 3, 2001 for Emmons and Olivier Resources (the client) using information provided by the client and obtained from the Washington County Surveyors Office. No field work or record research was done by Dev. Eng., P.A. (As per the contract with the client)

A 30 foot wide strip of land over part of Lot 5, Block 2, White Birch Acres, Washington County, Minnesota the centerline of which is described as follows:

Beginning at the southeast corner of said Lot 5; thence North 00 degrees 54 minutes 41 seconds East (Basis of Bearings: the East line of said Lot 5 has an assumed bearing of North 00 degrees 54 minutes 41 seconds East), along the East line of said Lot 5, a distance of 542.3 feet to the point of beginning of the centerline to be described; thence South 89 degrees 09 minutes 24 seconds West 58.9 feet and said centerline there terminating.