

WAYZATA PLANNING COMMISSION

Meeting Agenda

Pursuant to Minnesota Statute Sec. 13D.015, and the Executive Orders and Emergency Declarations related to the COVID19 pandemic, this Planning Commission meeting is being conducted by electronic means using the audio and video conferencing platform, Zoom. Members of the public may watch and listen to the meeting by logging into Zoom, or by calling 312-626-6799 on a phone, and entering Zoom Meeting ID 996 6482 8837 and Passcode 657441. The meeting will also be shown on Channel 8, WCTV, and streamed on the City's website at www.wayzata.org/WCTV.



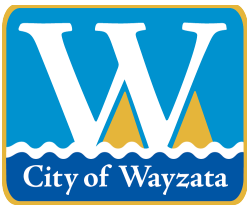
To speak during the Public Forum and/or Public Hearing portions of the meeting you can use Zoom or a phone. When using Zoom, indicate you'd like to speak by using Zoom's "raise hand" function. When using a phone, press *9. In each case, you will be muted until you have been recognized and invited to speak.

The City encourages comments or questions about items on the agenda and, when possible, requests that you submit them in advance by emailing PublicComment@wayzata.org, calling City staff at 952-404-5313, or mailing Wayzata City Hall at 600 Rice St E, Wayzata, MN 55391 (Attn: Public Comment).

Monday, January 4, 2021
6:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Approval of Agenda**
4. **Consent Agenda**
 - a. Approval of December 7, 2020 Meeting Minutes
5. **Public Hearing Items**
 - a. Consider Development Application for a Subdivision at 555 Bushaway Road
 - b. Consider Development Application for a Conditional Use Permit for a Fence in the Rear Yard at 600 Rice Street East
6. **Other Items**
 - a. Review of Development Activities
 - b. Planning Commissioner Liaison Schedule and City Meeting Calendar
 - c. Introduce and Welcome Commissioner Stockton
7. **Adjournment**

Upcoming Meetings:
City Council - January 5, 2021
Planning Commission - January 25, 2021



City of Wayzata Planning Commission Agenda Report

MEETING DATE: January 4, 2021	AGENDA ITEM: 4.a
TITLE: Approval of December 7, 2020 Meeting Minutes	
PREPARED BY: Nick Kieser, Assistant Planner	
REVIEWED BY: Emily Goellner, Community Development Director	
60 DAY DEADLINE: N/A	

BACKGROUND:

N/A

ACTION REQUESTED:

Staff recommends approval of the draft minutes for the December 7, 2020 Planning Commission meeting.

ATTACHMENTS:

1. Draft PC Minutes - December 7, 2020

**WAYZATA PLANNING COMMISSION
MEETING MINUTES
December 7, 2020**

AGENDA ITEM 1. Call to Order

Chair Plantan called the meeting to order at 6:30 p.m.

Chair Plantan read a prepared statement:

Pursuant to Minnesota Statute Sec 13D.015 and because of the COVID-19 pandemic, this Planning Commission Meeting is being held remotely by electronic means using the audio and video conferencing platform, Zoom. Members of the Commission, City staff, and others that are a part of the meeting will be participating by video or audio connections where we can all hear each other and see the presentations being made. We have a public forum and public hearing this evening on the agenda. If you'd like to speak during these portions of the meeting you may call 1-(312) 626-6799, enter the Zoom meeting ID 96419840079 and pass code 614130, and press 9 to speak. Callers will be placed on hold and muted until the appropriate time of the meeting is reached. At that time, each caller will be recognized in turn, and invited to speak. Public comments continue to be welcomed and encouraged and we ask if possible, that comments of future agenda items be submitted in advance by emailing PublicComment@wayzata.org. Please include "public comments" in the subject line, your name and address, and the agenda item that you are speaking to. Comments can also be submitted by calling City staff or mailing comments to Wayzata City Hall at 600 Rice St E, Wayzata, MN 55391 (Attn: Public Comments). The meeting will be shown on Channel 8, WCTV, and streamed on the City's website at www.wayzata.org/wctv.

AGENDA ITEM 2. Roll Call

Chair Plantan asked Director Goellner to take roll call.

Present at roll call were Commissioners: Plantan, Douglas, Merriam, Parkhill, Bashioum, and Flannigan. Community Development Director Emily Goellner, Assistant Planner Nick Kieser, and City Attorney David Schelzel were also present.

Absent at roll call was Commissioner Iverson.

AGENDA ITEM 3. Approval of Agenda

Chair Plantan asked for a motion to approve the agenda for the meeting.

Commissioner Bashioum made a motion, seconded by Commissioner Douglas, to approve the December 7, 2020 agenda as presented.

Director Goellner completed a roll call vote on the motion. The motion carried unanimously.

AGENDA ITEM 4. Consent Agenda

- a.) Approval of the November 16, 2020 Planning Commission Meeting Minutes
- b.) Approval of Planning Commission Report and Recommendation for a Front Yard Accessory Structure Setback at 144 Edgewood Avenue South
- c.) ~~Approval of Planning Commission Report and Recommendation for a Planned Unit Development Concept Plan and a Preliminary Plat Subdivision at 200 Lake Street East~~—(removed for further discussion)

Chair Plantan read the items on the consent agenda and asked if any Commissioner wished to pull an item for further discussion.

Commissioner Bashioum asked to pull item 4c. for further discussion.

Chair Plantan asked for a motion to approve the Consent Agenda as presented.

Commissioner Merriam made a motion, seconded by Commissioner Flannigan, to approve the Consent Agenda items 4a. and 4b., as presented.

Director Goellner completed a roll call vote on the motion. The motion carried unanimously.

4c. Approval of Planning Commission Report and Recommendation of Denial for a Planned Unit Development Concept Plan and a Preliminary Plat Subdivision at 200 Lake Street East

Commissioner Bashioum stated that in addition to the discussion found in the minutes, she would like to suggest that the Commission send a formal request to the City Council for the applicant to complete a safety review regarding the proximity of their project to an active rail line, at the applicant's expense, to accompany and be submitted with any subsequent proposals for the TCF project located at 200 Lake Street. She asked Director Goellner to share the photo that she had submitted of a past train derailment in Wayzata.

Commissioner Bashioum noted that her major concern is that with housing located so close to the rail line, she would like assurances from people that know this field, to guide the City if any further proposals that may come before the City.

Commissioner Flannigan asked for an explanation of the picture.

Commissioner Bashioum stated that the picture shows a derailment that happened in Wayzata.

Commissioner Douglas stated that this happened at the crossing of Ferndale and West Lake Street which happened on an old side track that would occasionally be used to park a train so another train could travel through. She stated that this was an old track that had not been repaired for a long time and the weight of the coal cars caused them to turn over and it came right up to the building at the end of West Lake Street, which was formerly the Edina Realty Building. She stated that it happened about 10 years ago.

1
2 Commissioner Bashioum stated that the building was actually breached by the rail car and
3 explained that she personally took this picture. She explained that there were about 10 or 12 cars
4 that jumped the track and dumped coal. She reiterated that her major concern for the TCF project
5 is its proximity to the rail line. She stated that she would like to know what is being done to prevent
6 this type of incident and details about the restrictions by being so close to the tracks. She stated
7 that she feels a safety study should be done so the City can appropriately discuss whether this type
8 of project should be approved.
9

10 Director Goellner stated that Commissioner Bashioum had brought this up to her about a week
11 ago, so she had time to do a little research. She stated that she had looked through the Wayzata
12 Code of Ordinances and there are no applicable codes or provisions in either the zoning criteria or
13 the subdivision code that look at proximity of residential development to the railroad. She stated
14 that there has been development close to the railroad in the City and is also a trend in other parts
15 of the State as well as the nation. She stated that health, safety, and welfare are at the cornerstone
16 of the City's Code of Ordinances so if there is a question about safety or noise/vibration then it
17 would be appropriate for the Planning Commission to request that the City Council look into it
18 further. She stated that if there was a consensus of the Planning Commission, they could
19 recommend that a safety study be conducted by the applicant at a future date. She stated that this
20 could be brought to the Council at their December 15, 2020 meeting.
21

22 Commissioner Douglas asked whether the railroad would need to respond to a project and a new
23 proposal.
24

25 Director Goellner stated that it is not a formal requirement that the railroad is notified of
26 development that is adjacent to their right-of-way, however, if there was ever access requested for
27 construction purposes, then they would be notified at that time.
28

29 Commissioner Merriam stated that the Planning Commission recommendation is for denial. She
30 asked if the proposal was to pass this forward just in case the Council moves to approve the request.
31

32 Director Goellner stated that her understanding would be also if there was another plan submitted
33 in 2021 that Commissioner Bashioum is requesting that a safety study would be conducted in
34 conjunction with that application submittal.
35

36 Commissioner Bashioum stated that she would like any project that is brought before the City to
37 come back with an appropriate safety study.
38

39 Commissioner Parkhill asked what companies would actually conduct this study and noted that he
40 had never heard of it before.
41

42 Director Goellner stated that she has not researched which firms would be the type of firms that
43 are most appropriate, but she has spoken with professionals in transportation planning and
44 engineering, so she thinks with enough research staff can figure out firms that can conduct a safety
45 study.
46

1 Chair Plantan asked for a motion to approve Consent Agenda item 4c.

2
3 Commissioner Flannigan stated that he is confused as to why the City would pay for this safety
4 study.

5
6 Chair Plantan noted that her understanding was that the applicant would pay for the safety study.
7

8 City Attorney Schelzel stated that this is a good clarification regarding payment. He stated that
9 his understanding is that the Consent Agenda item 4c would be approved as presented, with the
10 additional recommendation to the Council that should they approve the application, that they
11 would request that the applicant conduct a safety study that would address the issues and concerns
12 raised by the Planning Commission with the project's proximity to the railroad. He stated that if
13 they deny the application then the safety study would not be necessary. He asked if that was
14 Commissioner Bashioum's understanding.
15

16 Commissioner Bashioum stated that she would like a safety study to be presented along with any
17 subsequent new applications, if the Council upholds the Planning Commission's recommendation
18 of denial. If the Council votes in favor of this proposal, then she would like to have the safety
19 study completed at that time.
20

21 Chair Plantan stated that she would like to stick with what is on the Consent Agenda and suggested
22 that Commissioner Bashioum's suggestion be brought up to the Council separately.
23

24 Commissioner Merriam made a motion to approve Consent Agenda item 4c, as presented by
25 Commissioner Bashioum. Motion died for a lack of a second.
26

27 Commissioner Merriam made a motion, seconded by Commissioner Bashioum, to approve
28 Consent Agenda item 4c, as a denial with a recommendation that if the Council approved this
29 project, that the Planning Commission would recommend that the applicant conduct a safety study.
30

31 Director Goellner completed a roll call vote on the motion. Upon a vote, the motion failed
32 3 ayes, 3 nays (Douglas, Parkhill, Flannigan).
33

34 City Attorney Schelzel confirmed that because the vote was 3 to 3, the motion fails.
35

36 Commissioner Merriam asked what the Commissioners who voted "nay" were most concerned
37 about regarding a safety study recommendation.
38

39 Commissioner Flannigan stated that he does not think the proposed recommendation is necessary
40 and thinks there are plenty of other spots within the City that have the same situation with
41 proximity to the railroad. He stated that he feels a high-quality development will already have the
42 situation in their forefront and take care of the issue and does not think the City should be
43 attempting to police or dictate in this manner.
44

45 Commissioner Douglas stated that she agrees with Commissioner Flannigan and feels a developer
46 would not go ahead with a very expensive development with the possibility that there may be some

1 type of accident. She stated that the photo that was shared was not on a main track and reiterated
 2 that it was an old track that had not been repaired for many years. She stated that she frequently
 3 sees the railroad out there working on the tracks and feels like this recommendation would be
 4 overstepping.

5
 6 Commissioner Flannigan noted that all through the country there is development right next to rail
 7 lines, including, elevated rail and light rail.

8
 9 Commissioner Bashioum restated that her concern was with the safety of the 3-story residential
 10 area that is being proposed. She stated that if the incursion she shared had happened on a 3-story
 11 building there would have been more damage undermining the foundation. She stated that she
 12 wanted to make sure that the Commission had the best interest of the City and its residents as its
 13 main concern.

14
 15 Chair Plantan asked for a motion on Consent Agenda item 4c.

16
 17 Commissioner Flannigan made a motion, seconded by Commission Parkhill, to approve Consent
 18 Agenda item 4c, as presented in the packet.

19
 20 Director Goellner completed a roll call vote on the motion. Upon a vote, the motion carried
 21 5 ayes, 1 nay (Bashioum).

22 23 **AGENDA ITEM 5. Other Items:**

24 25 **a) Review of Development Activities**

26
 27 Assistant Planner, Nick Kieser stated that there is nothing to report at this time and explained that
 28 there would not be any development applications at the next meeting.

29
 30 Director Goellner stated staff is planning to cancel the December 21, 2020 meeting because there
 31 are no new agenda items for that meeting.

32
 33 Director Goellner noted that the Zoning Study is underway by the Task Force that includes
 34 Commissioners Douglas and Parkhill. She stated that the City has hired a consultant to work on
 35 the Design Standards update. She stated that the City has launched a 5-minute survey asking about
 36 visual preferences for architecture and design in Wayzata. She stated that they have received about
 37 80 responses so far and are hoping for at least 100 responses. She stated that the results of the
 38 survey will be reviewed with the Task Force at the January meeting and there should be draft
 39 regulations for the Commission to review sometime in early 2021.

40
 41 Commissioner Flannigan asked how the visual preference survey was disseminated because he
 42 had not seen it.

43
 44 Director Goellner stated that she can send a link to the Commission again and explained that it
 45 was included in the Wayzata Weekly and they also put out a Facebook ad to people in the 55391
 46 zip code. She stated that they ask the respondents to indicate whether they are a resident or not.

1 She noted that the Facebook ad has been successful because they went from having received 20
2 responses to 80 responses within 2 days of putting out the ad. She stated that they have considered
3 mailing a small postcard to everyone in the City that includes a link to the survey.
4

5 **b) Planning Commissioner Liaison Schedule and City Meeting Calendar**
6

7 Director Goellner noted that the 2021 calendar is available and was included in the packet.
8

9 **AGENDA ITEM 6. Adjournment.**
10

11 There being no further business on the agenda, Chair Plantan asked for a motion to adjourn.
12

13 Commissioner Douglas made a motion, seconded by Commissioner Flannigan to adjourn the
14 Planning Commission meeting.
15

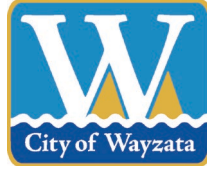
16 Director Goellner completed a roll call vote on the motion. The motion carried unanimously.
17

18 The Planning Commission meeting was adjourned at 7:05 p.m.
19

20 Respectfully submitted,
21

22 Kayla Atkins Rokosz
23

TimeSaver Off Site Secretarial, Inc.



**Planning Report
Wayzata Planning Commission
January 4, 2021**

Project Name: Carpenters Point 2nd Addition
Applicant Lake Properties LLC
Addresses of Request: 555 Bushaway Road
Prepared by: Nick Kieser, Assistant Planner
“60 Day” Deadline: February 12, 2021

Development Application

Introduction

The property owner, Lake Properties LLC, has submitted a development application to subdivide the four separate lots at 555 Bushaway Road into two lots to develop two single-family residences. A single-family residence was located on these lots, but was recently demolished in 2019. Since the demolition of the home, significant grading work was completed along with the creation of a conservation easement. The proposal requires preliminary and final plat review.

Property Information

The property identification number and owner of the property are as follows:

Address	PIDs	Owner
555 Bushaway Road	08-117-22-23-0006 08-117-22-23-0007 08-117-22-22-0001 08-117-22-22-0002	Lake Properties LLC

The current zoning and comprehensive plan land use designation for the property are as follows:

Current Zoning	2040 Comp Plan Land Use Designation
R-1A Low Density Single Family Estate District	Estate Single Family

Project Location

The property is located along the west side of Bushaway Road and is adjacent to Lake Minnetonka.

Map 1: Project Location



Application Requests

As part of the submitted development application, the applicant is requesting approval of the following item:

- A. Concurrent Preliminary and Final Plat Subdivision: The proposal requires preliminary and final plat review to subdivide the four existing lots into two lots. (City Code § 1003.02 and 1003.03)

Adjacent Land Uses.

The following table outlines the uses, zoning, and Comprehensive Plan land use designations for adjacent properties:

Direction	Adjacent Use	Zoning	Comp Plan Land Use Designation
North	Vacant/Single-family home	R-1A Low Density Single Family Estate District	Estate Single Family
East	Townhomes	Planned Unit Development	Estate Single Family
South	Single-family	R-1A Low Density Single Family Estate District	Estate Single Family
West	Lake Minnetonka	N/A	N/A

Public Hearing Notice

The public hearing notice was published in the *Wayzata Sun Sailor* on December 16, 2020. The public hearing notice was also mailed to all property owners located within 350 feet of the subject property on December 22, 2020.

Analysis of Application

Lot Requirements

The proposed lots would meet the minimum lot requirements for the R-3A Zoning District:

	Lot Area (sq. ft.)	Lot Width	Lot Depth
R-1A Requirements	80,000 (min.)	200 ft. (min.)	200 ft. (min.)
Lot 1 (proposed)	157,685 sq. ft.	392 ft.	464 ft.
Lot 2 (proposed)	118,627 sq. ft.	260 ft.	464 ft.

Surrounding Lot Sizes

City Code § 1003.02.E.7. states that one factor that the Planning Commission should consider is whether the lot size that results from a subdivision or lot combination is similar to adjacent lots or lots found in the surrounding neighborhood or commercial area. The following table summarizes the lot areas of the surrounding properties along Bushaway Road zoned R-1A.

Address	Lot area (sq. ft.)
500 Bushaway Road	52,101
523 Bushaway Road	59,964
501 Bushaway Road	105,349
433 Bushaway Road	101,382
581 Bushaway Road	78,844
601 Bushaway Road	100,621
611 Bushaway Road	102,313
623 Bushaway Road	73,505
639 Bushaway Road	130,678
600 Bushaway Road	68,107
620 Bushaway Road	41,738
Average	83,145

Proposed Subdivision

There are four existing lots under the same ownership and same address. The two northern parcels are small and unbuildable. The two southern lots are larger and are buildable for single-family residences. The purpose of the proposed subdivision is to reconfigure the two northern, non-conforming parcels with the two southern, conforming lots to create two new conforming lots. Without approval for this subdivision, the southern lots could still be built on, but the northern parcels cannot.

With this subdivision, the northern two parcels would be combined with the adjacent lot. The most southern lot would gain approximately 4,000 sq. ft. and the existing lot line is proposed to be adjusted to be parallel with the southern most property line.

Proposed Building Pads

The preliminary plat shows proposed locations of the building pads on the two lots. The plat also includes a depiction of the maximum lot coverage permitted on R-1A lots, which is 10% of each lot. Staff asked the applicant to show the maximum lot coverage and general locations for future single-family homes because currently there are no building plans for the future houses on the lots. It is important to note that this area is the 10% lot coverage maximum so the future homes could take up less area than what is shown. If the subdivision is approved, then the applicant and owner would then start to create building plans. The building plans for single-family homes are reviewed by the City Planning staff when a building permit application is submitted. The future homes must comply with all applicable sections of the City Code, most notably the regulations in the R-1A Zoning District.

Conservation Easement

A 106,108 sq. ft. perpetual conservation easement was granted to Minnehaha Watershed District on September 18, 2019. The conservation easement is located on the north, east, and, south sides of the properties. Restoration work was completed in the easement areas when the existing home was demolished and the grading work was done. A portion of the Conservation Easement is attached to the packet. This conservation easement will stay intact even with future ownership. If unexpected changes occur in this area or in the easement area the owner can work with the Watershed District to extinguish the easement area.

Section 3.4 of the Conservation Easement notes that the Easement Area may not be divided, subdivided, or partitioned without Minnehaha Watershed District approval. Its notes in the document that the District acknowledges that the property may be subdivided into two lots for redevelopment of single-family residential homes and the Easement Area may be subdivided too, as long as it is not owned by a third party of entity that is not the property owner of one or both lots. The Watershed District is aware of the subdivision application and the applicant will work with the District to ensure the conservation easement is still acceptable to the Watershed District with the proposed subdivision.

Grading

In September of 2019, the City issued a grading permit for this site, which allowed a significant amount of grading and fill to be placed on the site. The work done under that permit included the maximum amount of fill/grading that is allowed by the City Ordinance, without first obtaining the express approval by the City Council. Any additional grading/fill must be approved by the City Council.

Tree Preservation

With this subdivision proposal, no trees are proposed to be removed. Staff intends to work with the applicant and owner to ensure that the least number of trees would be removed as possible for the construction of single-family homes and driveways. The construction of a new home allows the removal of 25% inches of significant trees and no removal of heritage trees without tree replacement. There is already the conservation easement in place, which would help to save a majority amount of the trees.

With the grading work done in 2019, as described above, there was a total of 10% of significant trees removed on the site. Staff will work with the applicant to allow only an additional 15% of tree removal with any new building permit. This will ensure that the total tree removal on this site will follow the maximum of 25% allowed removal for any new single-family home. For more context, in 2019, the property had 4,447 tree inches on all the lots and the owner removed 611 inches of significant trees and 37 inches of heritage trees. The owner also planted 365.5 tree inches on the site for that project to reach the maximum of 10% allowed tree removal.

Drainage

The applicant applied for a Letter of Map Revision (LOMR-F) to FEMA on December 17, 2020. Upon approval, all of the land within the buildable areas of proposed Lots 1 and 2 that is higher than 931 feet in elevation will be removed from Zone AE. This flood zone classification simply determines whether the owners will need to obtain mandatory flood insurance prior to development of their estate homes. The applicant would need to adhere to all applicable zoning requirements for any proposed homes on these lots.

Utilities

There are 2 sets of sewer and water connections available to serve the proposed 2 new lots. The north set is located at the existing driveway location towards the north end of the two lots, and was previously used to serve the house and garage at this address. There is a second set located near the fire hydrant at the south end of the south lot. All services will need to be confirmed to be viable by the City's Utility Department prior to re-connection.

Questions to Consider

1. Does the lot reconfiguration preserve sensitive areas such as Lake Minnetonka, wetlands, wildlife habitat, trees and vegetation, scenic points, historical locations, or similar community assets?
2. Will the creation of this new lot adversely impact the scale, pattern or character of the City, its neighborhoods, or its commercial areas?
3. Are the lot sizes similar to the lots in the surrounding neighborhood?

Action Steps

After considering the items outlined in this report and the public hearing held at the meeting, the Planning Commission should direct staff to prepare a *Planning Commission Report and Recommendation*, with appropriate findings, reflecting a recommendation on the application for review and adoption at the next Planning Commission meeting.

Attachments

Site Survey, by Westwood, dated 11/25/2020

Preliminary Plat of Carpenters Point 2nd Addition, by Westwood, dated 11/04/2020

Final Plat, by Westwood

Conservation Easement by Lake Properties, LLC, to Minnehaha Creek Watershed District, recorded September 18, 2019

Applicable Code Provisions for Review

Preliminary Plat Criteria (§1003.02.E): The Planning Commission shall consider possible adverse effects of the preliminary plat. Its judgment shall be based upon, but not limited to, the following factors:

1. The proposed subdivision or lot combination shall be consistent with the Wayzata Comprehensive Plan.
2. Building pads that result from a subdivision or lot combination shall preserve sensitive areas such as lakes, streams, wetlands, wildlife habitat, trees and vegetation, scenic points, historical locations, or similar community assets.
3. Building pads that result from subdivision or lot combination shall be selected and located with respect to natural topography to minimize filling or grading.
4. Existing stands of significant trees shall be retained where possible. Building pads that result from a subdivision or lot combination shall be sensitively integrated into existing trees.
5. The creation of a lot or lots shall not adversely impact the scale, pattern or character of the City, its neighborhoods, or its commercial areas.
6. The design of a lot, the building pad, and the site layout shall respond to and be reflective of the surrounding lots and neighborhood character.
7. The lot size that results from a subdivision or lot combination shall not be dissimilar from adjacent lots or lots found in the surrounding neighborhood or commercial area.
8. The architectural appearance, scale, mass, construction materials, proportion and scale of roof line and functional plan of a building proposed on a lot to be divided or combined shall be similar to the characteristics and quality of existing development in the City, a neighborhood or commercial area.

9. The design, scale and massing of buildings proposed on a subdivided or combined lot shall be subject to the architectural guidelines and criteria for the Downtown Architectural District, Commercial and Institutional Architectural Districts, and Residential Architectural Districts and the Design Review Board/City Council review process outline in Section 9 of the Wayzata Zoning Ordinance.
10. The proposed lot layout and building pads shall conform with all performance standards contained herein.
11. The proposed subdivision or lot combination shall not tend to or actually depreciate the values of neighboring properties in the area in which the subdivision or lot combination is proposed.
12. The proposed subdivision or lot combination shall be accommodated with existing public services, primarily related to transportation and utility systems, and will not overburden the City's service capacity.

Narrative Response – Subdivision Application December 11, 2020

A. Summary of Conservation Easement

The Conservation Easement (the "Easement") was established to preserve the "Protected Property" as defined in the Easement, which is the same as the "Property" described above. The easement area ("Easement Area") is depicted on the preliminary plat. Below is a summary of permitted and prohibited uses of the Protected Property and/or the Easement Area.

Permitted Uses

The Owner may subdivide the Protected Property into two lots for redevelopment of single-family residences, provided that no part of the Easement Area shall be owned by a third party that is not an Owner. In connection with such redevelopment, the Owner must restore portions of the Protected Property pursuant to the Natural Resources Management Plan (the "NRMP") set forth at Exhibit C to the Easement. Following restoration, the Owner must maintain the Easement Area in accordance with the NRMP. Except as otherwise provided in the Easement, the Owner reserves all ownership and use rights (the "Reserved Rights").

Within the Easement Area, the Owner may:

- Restore/enhance wildlife, biological habitats, or the quality of wetlands and surface waters;
- Repair, maintain or replace the existing well;
- Implement stormwater management/flood mitigation measures as required for the permitted development of the Protected Property;
- Install, repair, maintain and replace fountains, pumps, and the like within and around ponds;
- Engage in recreational uses; and
- Use the beach and shoreline for pedestrian access to Lake Minnetonka.

Prohibited Uses

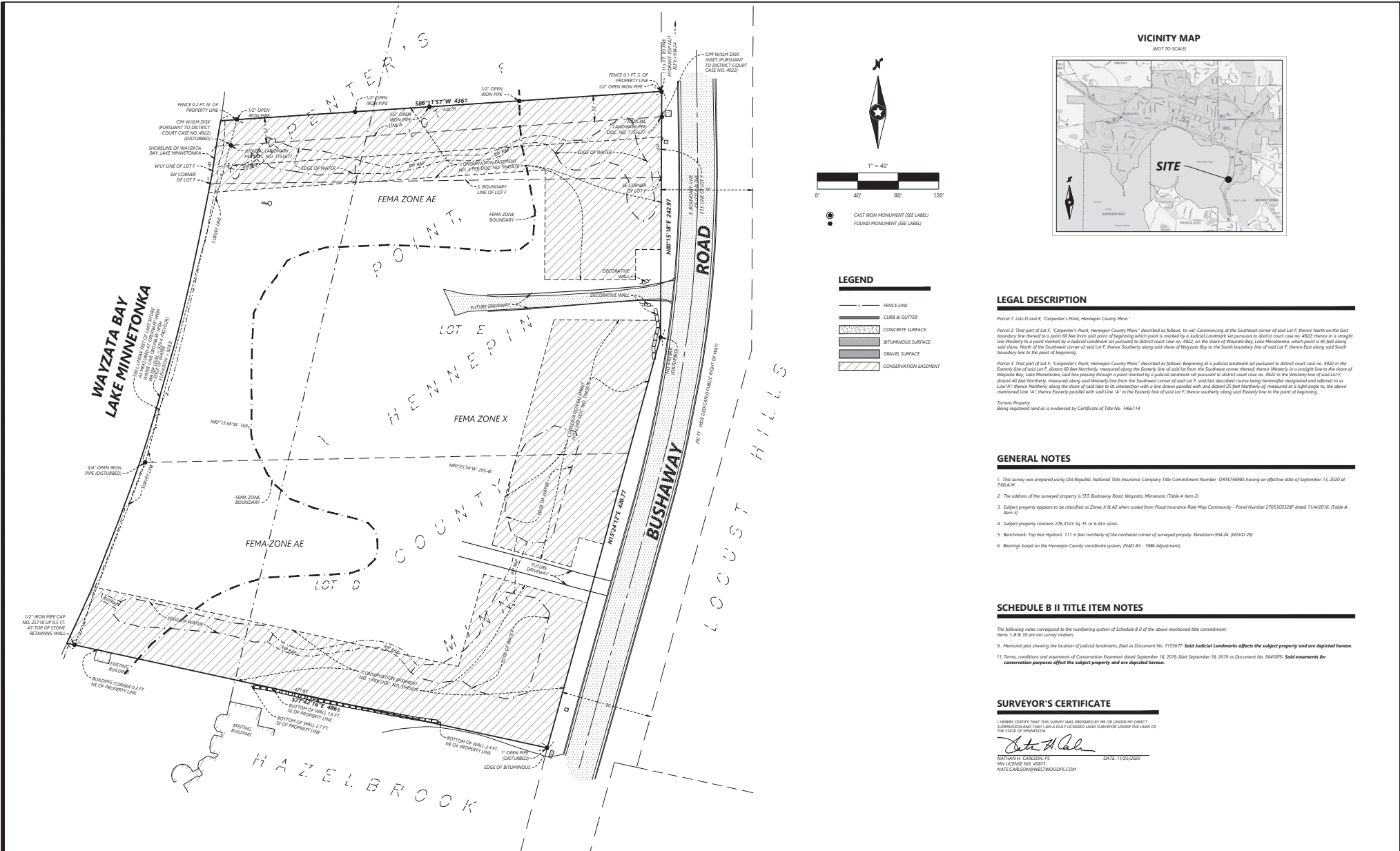
Within the Easement Area, the Owner generally may not:

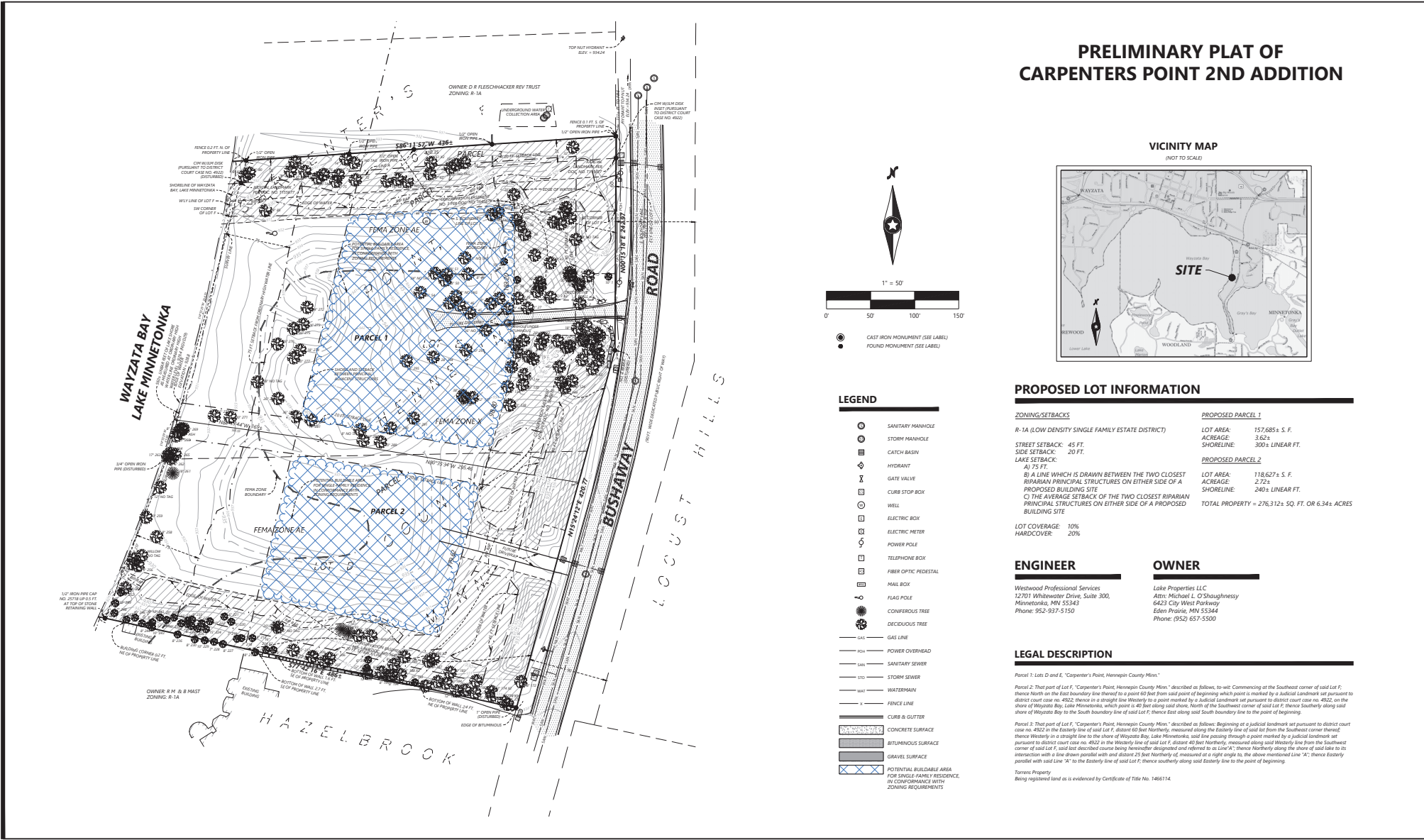
- Engage in industrial/commercial activity;
- Grant rights-of-way;
- Conduct mining/drilling;
- Subdivide the Easement Area (except as part of a permitted subdivision);
- Engage in activities that would pollute, deplete, or extract surface or ground water, cause erosion, or harm water quality (except in connection with the Owner's exercise of its Reserved Rights and upon certain conditions);
- Dump garbage or toxic/hazardous substances;
- Install underground storage tanks;
- Conduct agricultural activities;
- Install fences;
- Erect structures or signs;
- Alter the topography, except as provided in the NRMP or approved by the District.
- Use motor vehicles;
- Apply pesticides or herbicides.

B. Overview of Work Performed on the Property

1. On June 20, 2018, Lake Properties LLC (the "Owner") acquired the property described on the preliminary and final plats (the "Property").
2. On July 19, 2019, John Kraemer & Sons, Inc. (the "Contractor"), obtained a Construction Stormwater permit from the Minnesota Pollution Control Agency. In July 2019, pursuant to the permit, Contractor completed installation of stormwater run-off prevention infrastructure pursuant to plans prepared by Owner's civil engineer, Pierce Pini & Associates (the "Engineer").
3. On August 5, 2019, Owner obtained from the Minnehaha Creek Watershed District a permit for floodplain alteration (specifically, the creation of 58 cubic yards of flood storage). The permit is attached. Work was performed pursuant to this permit as described at no. 5, below.
4. On August 12, 2019, Bollig & Sons (a subcontractor) obtained a permit from the City of Wayzata (the "City") to demolish the house, garage, pool, and tennis court previously located on the Property. The structures were demolished in August 2019.
5. On September 16, 2019, Contractor obtained from the City a Land Disturbance (Grading and Erosion Control) Permit. The permit authorized site grading/filling; installation of drainage infrastructure (e.g., silt fence, logs, and rocks); and tree replacement. Contractor commenced hauling fill onto the Property in September 2019 and completed tree removal in October 2019. Due to site conditions, and the winter season, Contractor re-commenced hauling fill in spring 2020. In April 2020 Contractor (a) brought the site up to permitted grades/elevations, and (b) constructed ponds, retention areas and stream beds using stone rip-rap pursuant to plans prepared by Engineer. In May 2020, Contractor completed final grading; as-built surveys were prepared in May 2020.
6. Also in September 2019, the well located on the Property was sealed by Don Stodola Well Drilling Co.
7. On September 18, 2019, Owner entered into a Conservation Easement (the "Easement") for the Property with the Minnehaha Creek Watershed District (the "District"). See summary of Easement below.

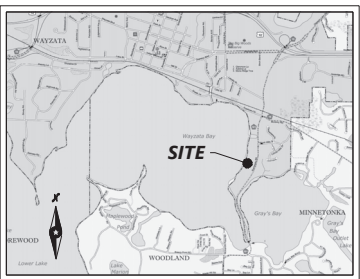
Proposed Future Use of Lots: Following the proposed subdivision of the Property, Owner and the potential buyer each intend to construct an estate home on their respective lot within Carpenters Point 2nd Addition. As stated in Owner's application transmittal dated November 27, 2020, neither the Owner nor the potential buyer are far enough along in the design process with their respective architects/engineers/designers to be able to accurately describe the homes each plans to build. However, rectangular lot-coverage areas are depicted on the preliminary plat as an example of where the homes could be constructed.





PRELIMINARY PLAT OF
CARPENTERS POINT 2ND ADDITION

VICINITY MAP
(NOT TO SCALE)



PROPOSED LOT INFORMATION

ZONING/SETBACKS		PROPOSED PARCEL 1	
R-1A (LOW DENSITY SINGLE FAMILY ESTATE DISTRICT)		LOT AREA:	157,685± S. F.
STREET SETBACK: 45 FT.		ACREAGE:	3.62±
SIDE SETBACK: 20 FT.		SHORELINE:	300± LINEAR FT.
LAKE SETBACK:		PROPOSED PARCEL 2	
A) 75 FT.		LOT AREA:	118,627± S. F.
B) A LINE WHICH IS DRAWN BETWEEN THE TWO CLOSEST RIPARIAN PRINCIPAL STRUCTURES ON EITHER SIDE OF A PROPOSED BUILDING SITE		ACREAGE:	2.72±
C) THE AVERAGE SETBACK OF THE TWO CLOSEST RIPARIAN PRINCIPAL STRUCTURES ON EITHER SIDE OF A PROPOSED BUILDING SITE		SHORELINE:	240± LINEAR FT.
LOT COVERAGE: 10%		TOTAL PROPERTY = 276,312± SQ. FT. OR 6.34± ACRES	
HARDCOVER: 20%			

ENGINEER

Westwood Professional Services
12701 Whitewater Drive, Suite 300,
Minnetonka, MN 55343
Phone: (952) 937-5150

OWNER

Lake Properties LLC
Attn: Michael L. O'Shaughnessy
6423 City West Parkway
Eden Prairie, MN 55344
Phone: (952) 657-5500

LEGAL DESCRIPTION

Parcel 1: Lots D and E, "Carpenter's Point, Hennepin County Minn." described as follows, to-wit: Commencing at the Southeast corner of said Lot F; thence North on the East boundary line thereof to a point 60 feet from said point of beginning which point is marked by a Judicial Landmark set pursuant to district court case no. 4922; thence in a straight line Westerly to a point marked by a Judicial Landmark set pursuant to district court case no. 4922, on the shore of Wayzata Bay, Lake Minnetonka, which point is 40 feet along said shore, North of the Southwest corner of said Lot F; thence Southerly along said shore of Wayzata Bay to the South boundary line of said Lot F; thence East along said South boundary line to the point of beginning.

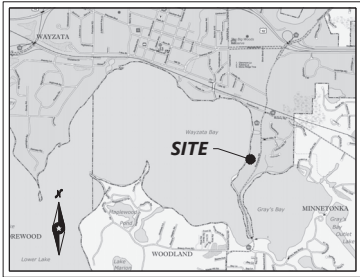
Parcel 2: That part of Lot F, "Carpenter's Point, Hennepin County Minn." described as follows: Beginning at a judicial landmark set pursuant to district court case no. 4922 in the Easterly line of said Lot F, distant 60 feet Northwesterly, measured along the Easterly line of said lot from the Southeast corner thereof; thence Westerly in a straight line to the shore of Wayzata Bay, Lake Minnetonka, said line passing through a point marked by a judicial landmark set pursuant to district court case no. 4922 in the Westerly line of said Lot F, distant 40 feet Northwesterly, measured along said Westerly line from the Southwest corner of said Lot F; said line described course being hereinafter designated and referred to as Line "A"; thence Northwesterly along the shore of said lake to its intersection with a line drawn parallel with and distant 25 feet Northwesterly of, measured at a right angle to, the above mentioned Line "A"; thence Easterly parallel with said Line "A" to the Easterly line of said Lot F; thence southerly along said Easterly line to the point of beginning.

Torrens Property
Being registered land as is evidenced by Certificate of Title No. 1466174.

CHECKED: BRP	INITIAL ISSUE: RESUBMISSION	XX/XX/20	PREPARED FOR: LAKE PROPERTIES, LLC	I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.	555 BUSHAWAY ROAD	Westwood	SHEET NUMBER: 1 OF 1
DRAWN: BY			Eden Prairie, MN	NATHAN H. CARLSON, P.S. MIN LICENSE NO. 45673 NATE.CARLSON@WESTWOODPS.COM	Wayzata, MN	Phone: (952) 937-5150 Fax: (952) 937-5852 Toll Free: (888) 937-6150 www.westwoodps.com Westwood Professional Services, Inc.	PRELIMINARY PLAT
FIELD CREW: JDF/JAG				DATE: 11/13/2020		12701 Whitewater Drive, Suite 300 Minnetonka, MN 55343	DATE: 11/04/2020
FIELD WORK DATE: 10/21/20							

PRELIMINARY PLAT OF
CARPENTERS POINT 2ND ADDITION

VICINITY MAP
(NOT TO SCALE)



PROPOSED LOT INFORMATION

ZONING/SETBACKS		PROPOSED PARCEL 1	
R-1A (LOW DENSITY SINGLE FAMILY ESTATE DISTRICT)		LOT AREA:	157,685± S. F.
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C) THE AVERAGE SETBACK OF THE TWO CLOSEST RIPARIAN PRINCIPAL STRUCTURES ON EITHER SIDE OF A PROPOSED BUILDING SITE		SHORELINE:	240± LINEAR FT.
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ENGINEER

Westwood Professional Services
12701 Whitewater Drive, Suite 300,
Minnetonka, MN 55343
Phone: (952) 937-5150

OWNER

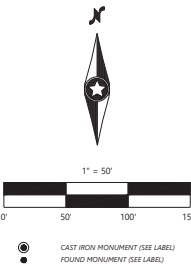
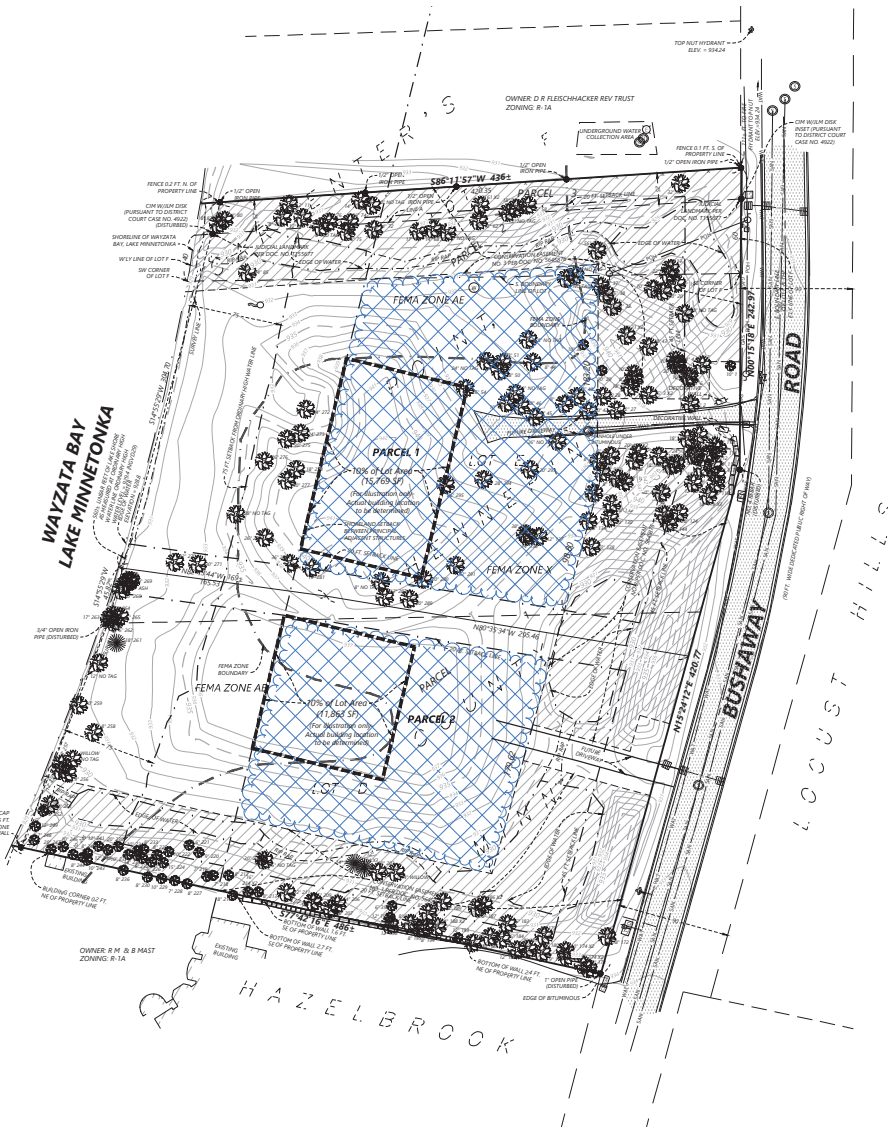
Lake Properties LLC
Attn: Michael L. O'Shaughnessy
6423 City West Parkway
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LEGAL DESCRIPTION

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Parcel 2: That part of Lot F, "Carpenter's Point, Hennepin County Minn.," described as follows: Beginning at a Judicial Landmark set pursuant to district court case no. 4922 in the Easterly line of said Lot F, distant 60 feet Northerly, measured along the Easterly line of said lot from the Southeast corner thereof; thence Westerly in a straight line to the shore of Wayzata Bay, Lake Minnetonka, said line passing through a point marked by a Judicial Landmark set pursuant to district court case no. 4922 in the Westerly line of said Lot F, distant 40 feet Northerly, measured along said Westerly line from the Southwest corner of said Lot F; said last described course being hereinafter designated and referred to as Line "A"; thence Northerly along the shore of said lake to its intersection with a line drawn parallel with and distant 25 feet Northerly of, measured at a right angle to, the above mentioned Line "A"; thence Easterly parallel with said Line "A" to the Easterly line of said Lot F; thence southerly along said Easterly line to the point of beginning.

Torrens Property
Being registered land as is evidenced by Certificate of Title No. 1466174.



LEGEND

- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- HYDRANT
- GATE VALVE
- CURB STOP BOX
- WELL
- ELECTRIC BOX
- ELECTRIC METER
- POWER POLE
- TELEPHONE BOX
- FIBER OPTIC PEDESTAL
- MAIL BOX
- FLAG POLE
- CONIFEROUS TREE
- DECIDUOUS TREE
- GAS LINE
- POWER OVERHEAD
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- FENCE LINE
- CURB & GUTTER
- CONCRETE SURFACE
- BITUMINOUS SURFACE
- GRAVEL SURFACE
- POTENTIAL BUILDABLE AREA FOR SINGLE-FAMILY RESIDENCE, IN CONFORMANCE WITH ZONING REQUIREMENTS

CHECKED:	BRP
DRAWN:	BY
FIELD CREW:	JDF/JAG
FIELD WORK DATE:	10/21/20

INITIAL ISSUE:	11/04/20
REVISION:	12/09/2020 - City comments, NHC

PREPARED FOR:	LAKE PROPERTIES, LLC
	Eden Prairie, MN
I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA	
NATHAN H. CARLSON, P.S. MIN LICENSE NO. 45873 NATE.CARLSON@WESTWOODPS.COM	DATE: 11/13/2020

555 BUSHAWAY ROAD
Wayzata, MN

Westwood
Professional Services, Inc.
Phone: (952) 937-5150
Fax: (952) 937-5852
Toll Free: (888) 937-6150
12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
www.westwoodps.com

PRELIMINARY PLAT

SHEET NUMBER:
1 OF 1

0029466V-PLAT.dwg DATE: 11/04/2020

CARPENTERS POINT 2ND ADDITION

R.T. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That Lake Properties LLC, a Delaware limited liability company, fee owner of the following described property situated in the County of Hennepin, State of Minnesota, to-wit:

Lots D and E, "Carpenter's Point, Hennepin County Minn."

And

That part of Lot F, "Carpenter's Point, Hennepin County Minn." described as follows, to-wit: Commencing at the Southeast corner of said Lot F; thence North on the East boundary line thereof to a point 60 feet from said point of beginning which point is marked by a Judicial Landmark set pursuant to district court case no. 4922; thence in a straight line Westerly to a point marked by a Judicial Landmark set pursuant to district court case no. 4922, on the shore of Wayzata Bay, Lake Minnetonka, which point is 40 feet along said shore, North of the Southwest corner of said Lot F; thence Southerly along said shore of Wayzata Bay to the South boundary line of said Lot F; thence East along said South boundary line to the point of beginning.

And

That part of Lot F, "Carpenter's Point, Hennepin County Minn." described as follows: Beginning at a judicial landmark set pursuant to district court case no. 4922 in the Easterly line of said Lot F; distant 60 feet Northerly, measured along the Easterly line of said lot from the Southeast corner thereof; thence Westerly in a straight line to the shore of Wayzata Bay, Lake Minnetonka; said line passing through a point marked by a judicial landmark set pursuant to district court case no. 4922 in the Westerly line of said Lot F; distant 40 feet Northerly, measured along said Westerly line from the Southwest corner of said Lot F; said last described course being hereinafter designated and referred to as Line "A"; thence Northerly along the shore of said lake to its intersection with a line drawn parallel with and distant 25 feet Northerly of, measured at a right angle to, the above mentioned Line "A"; thence Easterly parallel with said Line "A" to the Easterly line of said Lot F; thence southerly along said Easterly line to the point of beginning.

Has caused the same to be surveyed and platted as CARPENTERS POINT 2ND ADDITION.

In witness whereof said Lake Properties LLC, has caused these presents to be signed by its proper officer this _____ day of _____, 20_____.

LAKE PROPERTIES LLC

By _____
Name, Title

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, its _____ of Lake Properties LLC, a Delaware limited liability company.

(Signature)

(Name Printed)

Notary Public, _____ County, Minnesota

My Commission Expires _____

I, Nathan H. Carlson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20_____.

Nathan H. Carlson, Land Surveyor
Minnesota License No. 45873

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20_____, by Nathan H. Carlson.

(Signature)

(Name Printed)

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY PLANNING COMMISSION, CITY OF WAYZATA, MINNESOTA

I, The Secretary or the Planning Commission of the City of Wayzata, Minnesota, do hereby certify that on this _____ day of _____, 20_____, the City of Wayzata acting by and through its City Planning Commission duly approved the plat of CARPENTERS POINT 2ND ADDITION, and duly authorized such action of the Commission by its Secretary. The prescribed ten-day period for appeal has elapsed without receipt of an appeal, as provided by Chapter 805, Section 805.03 of the Wayzata Code of Ordinances.

Secretary of Planning Commission

CITY COUNCIL, CITY OF WAYZATA, MINNESOTA

This plat of CARPENTERS POINT 2ND ADDITION was approved and accepted by the City Council of the City of Wayzata, Minnesota, at a regular meeting thereof held this _____ day of _____, 20_____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subdivision 2.

CITY COUNCIL, CITY OF WAYZATA, MINNESOTA

By _____
Mayor

By _____
Manager

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in 20_____ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20_____.

Mark V. Chapin, County Auditor

By _____
Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MINN. STAT. Sec. 383B.565 (1969) this plat has been approved this _____ day of _____, 20_____.

Chris F. Mavis, County Surveyor

By _____

REGISTRAR OF TITLES, Hennepin County, Minnesota

I hereby certify that the within plat of CARPENTERS POINT 2ND ADDITION was filed in this office this _____ day of _____, 20_____, at _____ o'clock _____ m.

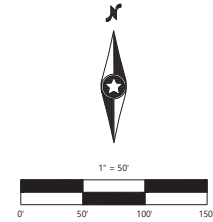
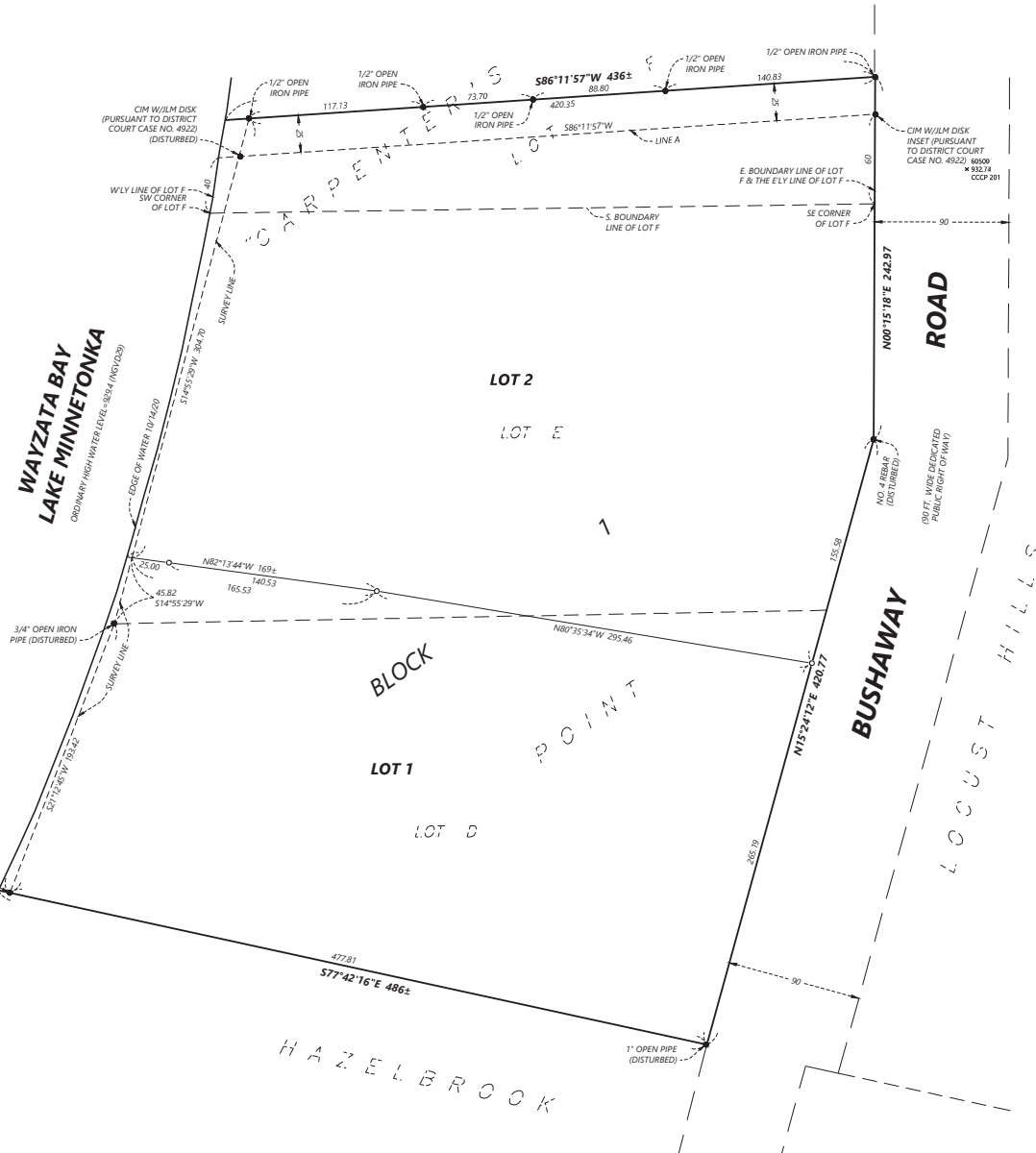
Martin McCormick, Registrar of Titles

By _____
Deputy

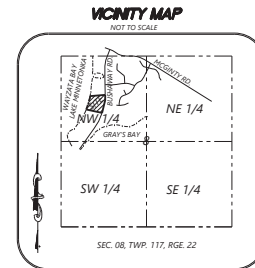
Westwood
Professional Services, Inc.

Sheet 1 of 2 sheets

CARPENTERS POINT 2ND ADDITION



- The South line of Lot D, CARPENTER'S POINT is assumed to bear S 77°42'16\" E.
- Denotes set 1/2 inch x 14 inch iron rebar marked with plastic cap inscribed LS 45873, which has been set or will be set in accordance with MS 505.021, Subd. 10, unless otherwise noted on survey.
 - FOUND MONUMENT (SEE LABEL)



CONSERVATION EASEMENT

This instrument prepared by and after
recording return to:

Todd M. Phelps, Esq.
Stinson LLP
50 South Sixth Street, Suite 2600
Minneapolis, MN 55402

Tax Parcel Identification Numbers:

08-117-22-22-0001
08-117-22-22-0002
08-117-22-23-0006
08-117-22-23-0007

(Space reserved for recording information)

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (this “Easement”) is granted and accepted on September 18, 2019 (the “Effective Date”), by LAKE PROPERTIES LLC, a Delaware limited liability company (the “Grantor” and, together with any successors and assigns, “Owner”), to the MINNEHAHA CREEK WATERSHED DISTRICT, a governmental body created under Minnesota Statutes Chapter 103D (the “District”).

RECITALS

A. OWNER. The Grantor is the fee simple owner of real property, commonly known as 555 Bushaway Road, in the City of Wayzata (the “City”), Hennepin County, Minnesota, which is legally described in Exhibit A attached hereto (the “Protected Property”). The Grantor desires to protect and preserve a portion of the Protected Property, legally described on Exhibit B-1 attached hereto (the “Easement Area”), and identified as the Easement Area on the site plan attached hereto as Exhibit B-2 (the “Site Plan”).

B. EASEMENT AREA. The Easement Area is approximately 106,108 square feet (2.436 acres), and contains lakeshore on Lake Minnetonka, a public water under Minnesota Statute § 103G.005, wetlands, floodplain and mature tree canopy.

C. MINNEHAHA CREEK WATERSHED DISTRICT. The District is a governmental body created and operated exclusively for the purposes of water resource protection, conservation and management, including the protection, conservation, and management of lands to serve those purposes. The District is an organization qualified to hold conservation easements under Minnesota Statutes Chapter 84C and Section 170(h) of the Internal Revenue Code and related regulations.

D. CONSERVATION POLICY. Preservation of the Easement Area will further those governmental policies established by the following:

1. Minnesota Statutes Chapter 84C, which recognizes the importance of private conservation efforts by authorizing conservation easements for the retention or protection of natural, scenic, or open space values of real property, assuring its availability for agriculture, forest, recreational, or open space use, protecting natural resources, and maintaining or enhancing air or water quality.

2. The Metropolitan Surface Water Act, Minnesota Statutes Section 103B, which specifically identifies the importance of protecting the natural surface waters and groundwaters of the Metropolitan Area.

3. Minnesota Statutes Section 103D which provides for the establishment of watershed districts to conserve the natural resources of the State of Minnesota.

4. Minnehaha Creek Watershed District watershed management plan (as amended) which includes the policies, programs, and projects implementing the Metropolitan Surface Water Act.

5. The City of Wayzata 2030 Comprehensive Plan, which provides for (a) valuing redevelopment to protect natural and physical resources, (b) preserving and protecting the sensitive natural resource areas, and (c) preserving trees and wetlands, particularly within the Bushaway Road area.

6. The Lake Minnetonka Conservation District Code of Ordinances, which provides that the goals and policies include (a) preserving and promoting Lake Minnetonka as a recreational and natural resource for all the citizens of the State; (b) preventing pollution of the Lake and preserve the ecological balance by carrying out a comprehensive program of environmental control and management; (c) achieving a balance between the interest of public use and the conservation of the Lake as a natural resource; and (d) providing for the health, safety, order, convenience and general welfare by ordinances not inconsistent with the laws of the State of Minnesota.

E. CONSERVATION INTENT. The parties are committed to protecting and preserving the Easement Area in perpetuity. Accordingly, it is their intent to create and implement a conservation easement that is binding in perpetuity upon the Grantor and all future owners of the Protected Property and that conveys to the District the right to protect and preserve the Easement Area for the benefit of this generation and generations to come, pursuant to the terms of this Easement.

F. DOCUMENTATION. The current condition of the Protected Property is described and documented in a property report, titled "Natural Resources Management Plan, 555 Bushaway Road Conservation Easement, Wayzata, Minnesota" attached hereto as Exhibit C (the "NRMP"). The NRMP contains: (1) an accurate representation of the natural resources and physical condition of the Protected Property at the time of this conveyance, (2) a description of the current and historical uses of the Protected Property, and (3) the documentation set forth in 26 C.F.R. §1.170A-14(g)(5)(i). The Grantor and the District each acknowledge and agree that the

NRMP accurately represents the condition of the Protected Property at the time of this conveyance, except as the NRMP explicitly may provide otherwise, and that the NRMP may be used by the parties in monitoring future uses of the Easement Area, in documenting compliance with the terms of this Easement and in any enforcement proceeding. This paragraph does not preclude the use of other information and evidence to establish the present condition of the Protected Property in the event of a future controversy.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

GRANT OF CONSERVATION EASEMENT:

Pursuant to the laws of the State of Minnesota and in particular Minnesota Statutes Chapter 84C and in consideration of the Recitals above, which are incorporated herein by reference, and the mutual covenants contained herein, and in further consideration of the sum of one dollar and other valuable consideration, the Grantor hereby grants to the District a perpetual conservation easement, in accordance with the terms herein, over the Easement Area. The Grantor warrants title to the Easement Area to the extent of the rights granted to the District herein. This Easement consists of the following rights, terms and restrictions applicable within the Protected Property:

1. **CONSERVATION PURPOSE.** The purpose of this Easement is to (a) preserve and protect in perpetuity the Easement Area, which in its present state, has significant natural, aesthetic, scientific and conservation values as a “relatively natural habitat of fish, wildlife, or plants or similar ecosystem,” as that phrase is used in 26 U.S. Code §170(h)(4)(A)(ii), as that section may be amended from time to time, and in the regulations promulgated thereunder, and (b) preserve and protect in perpetuity the open space created by the Easement Area, because such preservation permits for the scenic enjoyment of the general public from both Bushaway Road and Lake Minnetonka and is supported by clearly delineated Federal, State, and local governmental conservation policies, and will yield significant public benefit, as set forth in 26 U.S. Code §170(h)(4)(A)(iii)(I) and (II), as those sections may be amended from time to time, and in the regulations promulgated thereunder (collectively, “Conservation Purpose”). It is the Grantor’s intent to create and implement a conservation easement that is binding in perpetuity upon the Grantor and all future owners of the Protected Property and that conveys to the District the right to protect and preserve the Easement Area for the benefit of this generation and generations to come, pursuant to the terms of this Easement.

As set forth in the NRMP, the Easement Area consists of a wide variety of plant communities, including maple-basswood forest, disturbed oak woodland, hardwood swamp, forested vernal pools and undeveloped shoreline of Lake Minnetonka. The Easement Area also includes scenic views to and from Lake Minnetonka. The northeast portion of the Easement Area includes forested wetland, which is contiguous with a larger wetland to the north.

The management objectives for the Easement are to protect and enhance existing native plant communities, restore degraded native plant communities, pretreat stormwater runoff from adjacent areas and to protect shoreline areas of Lake Minnetonka. The Easement will help protect and enhance the water quality of Lake Minnetonka, protect wetlands, provide for fish and

wildlife habitat, and preserve maple-basswood forest remnants that are located with the Easement Area.

2. PRESERVATION AND RESTORATION.

2.1 In conjunction with the redevelopment of the Protected Property into either one or two single family residential lakeshore homes, the Owner will restore and enhance the natural resources on portions of the Protected Property identified in the NRMP as management units (“MU’s”) MU-1, MU-2, MU-3, MU-4, MU-5, MU-6, MU-7, MU-8 and MU-9, in conformance with the management plan set forth in the NRMP. The NRMP may be amended from time-to-time by the parties, in a document that expressly references this paragraph and is duly signed by the Owner and the District.

2.2 Once the initial restoration plantings are established within the MU’s pursuant to the NRMP, the Owner shall maintain the Easement Area in accordance with the NRMP.

2.3 The Owner may fund an endowment (the “Endowment”) in an amount to be determined, in the Owner’s sole discretion, to be held by the District pursuant to an independent endowment management agreement, and to be used by the Owner for the purposes set forth in the NRMP.

3. USES WITHIN THE CONSERVATION EASEMENT. In furtherance of the intent of this Easement, from and after the completion of the restoration and enhancements within the Easement Area as set forth in the NRMP, the terms of this Section 3 shall apply to the Owner and all persons acting under the Owner’s authority or control.

3.1 Industrial and Commercial Activity. No industrial or commercial use of the Easement Area is allowed.

3.2 Right of Way. No right of way shall be granted across the Easement Area.

3.3 Mining. No mining, drilling, exploring for or removing of any minerals from the Easement Area is allowed. The foregoing notwithstanding, prior to completing the redevelopment of the Protected Property, the Owner may remove material within the Easement Area for use in the redevelopment of the Protected Property, in which case the Owner will protect and restore the disturbed area in accordance with the NRMP.

3.4 Subdivision. The Easement Area may not be divided, subdivided, or partitioned. Any adjustment to the boundary of a lot within the Easement Area requires District approval. Any such adjustment will be evidenced by the recording of an Amendment to this Easement to redefine the Easement Area. Notwithstanding the foregoing, the District acknowledges that the Protected Property may be subdivided, in the Owner’s sole and absolute discretion, into two separate lots for redevelopment of single family residential homes. If the Protected Property is subdivided, the Easement Area may be subdivided too, but in no event shall the Easement Area be owned by a third-party or entity that is not the Owner (or an entity owned and controlled by an Owner) of one or both of the separate lots.

3.5 Water. No activity shall be conducted in the Easement Area that would pollute, alter, deplete, or extract surface water or groundwater; cause erosion; or be detrimental to water quality, except as follows:

a. Activities approved in writing by the District that restore or enhance wildlife habitat or native biological communities or that improve or enhance the function and quality of existing wetlands and surface waters on and off of the Protected Property.

b. Activities undertaken in the exercise of rights reserved under Section 4 of this Easement, if any, that might cause erosion or impact water quality on a temporary basis, provided that all reasonable erosion and sediment control measures are undertaken to limit the impacts of those activities. All activities permitted hereunder remain subject to any applicable permitting requirements of the District and other governmental bodies.

c. The Owner shall have the right to repair, maintain and replace the existing well within the Easement Area, as identified on Exhibit B-2 attached hereto, for purposes of providing irrigation for plantings and landscaping within the Protected Property; provided however, the Owner shall not install any new wells within the Easement Area.

d. The Owner shall have the right to utilize the Easement Area for stormwater management and flood mitigation as may be required for the development of the remainder of the Protected Property, including the right to install and maintain subsurface stormwater tanks and appurtenances. The Owner will use best efforts to limit surface structural features in the Easement Area associated with such measures.

e. The Owner shall have the right to install, repair, maintain and replace fountains, pumps and related piping and equipment within and around the ponds within the Easement Area for water management and flood mitigation. In otherwise exercising those rights, the Owner will use best efforts to limit the disturbance to the Easement Area from surface structural features.

f. In exercising rights under 3.5(d) and (e), the Owner will use best efforts to limit the disturbance of the Easement Area from surface structural features.

3.6 Dumping. No trash, garbage, organic material for composting, hazardous or toxic substances or unsightly material may be dumped or placed within the Easement Area.

3.7 Storage Tanks. There shall be no placement of underground storage tanks on, in, or under the Easement Area, except as provided in paragraph 3.5(d) and (e), above.

3.8 Agricultural Use. No agricultural use or cultivation, except for vegetation management permitted under subsection 3.12, below, is allowed within the Easement Area.

3.9 Recreational Use. The Owner retains the right to access the Easement Area for recreational use. This includes the following:

a. The Owner may establish and maintain private turf, wood plank, woodchip, brick, or stone trails for fire breaks and other safety measures, walking, cross-

country skiing, and other non-motorized recreational activities over or across the Easement Area; provided however, no mature, non-invasive tree may be removed in exercising this right.

b. The Owner may use the beach area and shoreline along Lake Minnetonka for pedestrian access to and from the Lake, but shall not include the ability to install dockage or store boats or other watercraft within the Easement Area or its riparian edge.

c. Subject to the other restrictions contained in this Section 3, the Owner may use the Easement Area for any other recreational use that is consistent with the purpose of this Easement and the NRMP.

3.10 Fences. No fence may be located or constructed within the Easement Area, except along the northern, eastern and southern boundaries of the Protected Property. Notwithstanding this limitation, the existing fencing as documented in the NRMP may be repaired, maintained or replaced. When installing any new or replacement fencing, the Owner will use reasonable efforts to not obstruct wildlife movement within or through the Easement Area; provided however, the primary consideration for the design, installation and function for any new or replacement fencing will be the safety and security of the Owner, the Owner's family, the "Permitted Users" (defined below), and any pets owned by the Owner, the Owner's family or a Permitted User. If there is a conflict between obstructing wildlife movement and the primary consideration of safety and security, the primary consideration of safety and security shall control.

3.11 Structures and Improvements. No temporary or permanent building, structure, sign or other improvement of any kind may be placed or constructed within the Easement Area, except to mark the boundaries of the Easement Area and to mark wetland buffer boundaries. Notwithstanding the foregoing, incidental placement of temporary structures within the Easement Area associated with the permitted use of the Protected Property not part of the Easement Area (e.g., weddings or parties in the formal gardens), is permitted, provided that there is no land alteration or damage to vegetation. The Owner will restore soil and vegetation if disturbed.

3.12 Vegetation Management. Vegetation may be altered in accordance with the NRMP or, as otherwise consistent with this Easement, if such alteration is conducted in order to maintain, restore or enhance habitat for wildlife and native biological communities; prevent or control noxious weeds, invasive vegetation, or disease; improve the water quality or stabilize areas of potential erosion; or improve the water quality of Lake Minnetonka. The foregoing notwithstanding, emergency action may be taken as necessary to prevent or abate fire or any other condition causing or threatening injury or substantial property damage. Additionally, the Owner may, at its sole discretion, remove downed, diseased or dead trees within the Easement Area.

3.13 Topography and Surface Alteration. The Owner may not alter or change the topography or surface of the Easement Area after the restoration as identified within the NRMP is completed, unless approved by the District. This includes no ditching, draining, diking, filling, excavation, dredging, mining, drilling or removal of soil, sand, gravel, rock, minerals, or other

materials. Notwithstanding the foregoing, with the District's written approval, surface disturbance including excavation and fill may occur for the purpose of restoring previously disturbed areas on the Protected Property.

3.14 Vehicles. No motorized vehicle may be operated within the Easement Area except (a) as required for the restoration of the Easement Area, (b) to perform maintenance and management as identified within the NRMP, or (c) for public safety.

3.15 Chemicals. Except as authorized by subsection 3.12 above or the NRMP, within the Easement Area there shall be no use of pesticides or biocides, except that the Owner may control mosquitoes and other insects in accordance with best selective control practices.

4. **RESERVED RIGHTS**. The Owner retains all rights associated with ownership and use of the Protected Property and the Easement Area except as expressly restricted or prohibited by this Easement. Such rights include, but may not be limited to, the following, as otherwise conforming to the specific terms of this Easement: (a) the right to sell, give, lease, bequeath, devise, mortgage or otherwise encumber or convey the Protected Property and the Easement Area, (b) use the Protected Property as one or two single family residential properties, including without limitation, repairing, maintaining, constructing and replacing the existing improvements, fences, paths, gardens, landscaping, and utilities, (c) use the Protected Property as one or two single family lakeshore residences, including without limitation, swimming, boating and other recreational activities commonly associated with lakeshore property, and (d) all uses and activities necessary to implement and satisfy the obligations of the NRMP.

5. **DISTRICT'S RIGHTS AND REMEDIES**. In order to accomplish the purposes of this Easement, the District has the following rights and remedies, which it will exercise consistent with the NRMP.

5.1 Right to Enter. During reasonable, daytime hours and with one week's prior written notice to the Owner, but in no event more than one (1) time per calendar quarter, and for no longer than two (2) hours per entry (or any such additional time as may be mutually agreed to by the parties), the District may engage in the following activities, at its sole cost and expense:

a. To inspect the Easement Area, monitor compliance with the terms of this Easement, and enforce the terms of this Easement as set forth herein. The District shall not unreasonably interfere with the legal and appropriate use and quiet enjoyment of the Protected Property by the Owner, and any Permitted Users, so long as such use is in a manner consistent with this Easement. To further the purposes as set out in this Easement, the Owner hereby grants to the District a perpetual non-exclusive easement for the purpose of access to the Easement Area by reasonable means, on, over, and across all trails, footpaths, public and private roads, driveways, and platted drainage and utility easements within the Protected Property, subject to the conditions set forth in this Section 5.1. The easement granted in this subsection 5.1.a. shall expressly not encumber or be located over, under or on any portion of the Protected Property containing buildings, pools, tennis courts, gardens or other improvements or structures.

b. To survey or otherwise mark the boundaries of all or part of the Easement Area. Any survey or boundary demarcation completed under this provision will be at the District's expense.

c. Management of the Easement Area to advance applicable laws and regulations to protect or enhance the conservation purpose as stated at Section 1 above. Management may consist of, but not be limited to, planting, removing and maintaining native vegetation; modifying hydrology or soils; altering and stabilizing land; installing improvements for water quality and flood management purposes; erecting fencing or other measures to protect against intentional or unintentional impact; and installing and maintaining educational or informational signage. The District's actions under this paragraph are subject to the Owner's prior written approval, which approval may be withheld in Owner's sole and absolute discretion.

d. The District shall not have the right to access any buildings, improvements or structures on the Protected Property and the District's entry shall not interfere unreasonably with the Owner's or the Permitted Users' quiet use and enjoyment of the Protected Property.

e. Notwithstanding anything to the contrary contained in this Section 5.1, the District retains all rights under Minn. Stat. § 103D.335, Subd. 14.

f. The parties agree to act reasonably in the exercise of their rights under this Section 5.1, balancing the District's need to inspect the Easement Area and monitor Easement compliance with the Owner's use of the Protected Property as a single family residence and the desire for privacy.

5.2 No Grant of Public Right. Nothing in this Easement shall be construed as: (a) a public dedication; or (b) a grant of right to persons other than the District to enter or use the Easement Area as provided in this Conservation Easement. Nothing in this Easement constitutes a general right of public entry onto or across the Protected Property and any entry onto or across the Protected Property by the general public without the Owner's express prior permission shall be a trespass under Minnesota law. The District shall not be liable in trespass for any entry by itself or the general public.

5.3 Right of Enforcement.

a. Enforcement. If the District finds at any time that the Owner has breached the terms of this Easement, the District will notify the Owner of the alleged breach and direct the Owner to take action to cure the default. If such action is not taken, the District may give written notice detailing the breach to the Owner and demand action to cure the breach including, without limitation, restoration of the Easement Area as required in this Easement. If the Owner does not cure the breach within thirty (30) days from receipt of such written notice, or such longer time as may be reasonably required (provided that the Owner's efforts to cure the breach are commenced within said thirty (30) day period and are diligently pursued toward completion), the District may commence an action to obtain one or more available remedies including but not limited to: (i) enforcing the terms

of this Easement, (ii) enjoining the breach, or (iii) requiring restoration of the Easement Area to its condition prior to the Owner's breach. Grantor, on behalf of itself and subsequent Owners, recognizes that the benefit to the District of entering into this Easement is to achieve and protect the Conservation purpose as set forth in Section 1 above. Accordingly, Grantor recognizes that if the Grantor or an Owner fails to establish or preserve the condition of the Easement Area in accordance with the terms of the Easement, monetary compensation to the District in place of site restoration: (1) is not susceptible to quantification; and (2) will not fulfill the District's purpose in entering into the Easement, and will not make the District whole. Therefore, the Grantor agrees that if an Owner fails to establish or preserve the condition of the Easement Area as the Easement requires, the Owner will perform restoration activities to achieve this result. Notwithstanding anything to the contrary, the Owner is not liable for damages to the District for acts of trespassers, but the Owner remains responsible for restoration of the Easement Area due to acts of trespassers.

b. Waiver of Jury Trial. The District and the Owner each hereby irrevocably, knowingly and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other or their successors in respect to any matter arising out of or in connection with this Easement, the relationship of the District and the Owner, the use or occupancy of the Protected Property and the Easement Area, or any claim for injury or damage, or any emergency or statutory remedy.

c. Discretionary Enforcement. The District does not, by any delay or prior failure of the District to discover a violation or initiate enforcement proceedings, waive or forfeit any enforcement right.

d. Acts Beyond Owner's Control. The District will have no claim against the Owner for any change to the Protected Property: (i) not caused in whole or part by an action of the Owner or a party acting under the Owner's authority, (ii) to the extent caused by an action of the Owner, or of a party acting under the Owner's authority, taken reasonably and in good faith under emergency conditions to prevent or mitigate substantial damage from such conditions, (iii) resulting from natural events or natural causes, including, without limitation, fire, flood, storm, infestations, natural deterioration, earth movement, or climate change, (iv) from any prudent action taken by the Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property, (v) from acts of any animals beyond the Owner's possession, custody or control, or (vi) the acts of third parties other than the Owner, Owner's agents, employees, lessees, invitees, family members or contractors (the "Permitted Users"). Notwithstanding the foregoing, the Owner is responsible for restoration as specified in paragraph 5.3(a), above.

e. Attorneys' Fees. If either party institutes any action or proceeding to enforce or interpret this Easement or any provision hereof, for damages by reason of any alleged breach of this Easement or of any provision hereof, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all reasonable costs and expenses reasonably incurred in good faith by the prevailing party in connection with such action or proceeding, including

without limitation, reasonable attorneys' fees, reasonable accountants' fees, and any and all consultants and other similar fees incurred in connection with the action or proceeding and preparations therefor. The term "action or proceeding" shall mean and include actions, proceedings, suits, arbitrations, appeals and other similar proceedings. Notwithstanding the foregoing, the Owner will not have a right to reasonable attorneys', accountants' and other consultant fees unless it is determined by the tribunal that the District's judgment of an actual or imminent violation was unreasonable or not in good faith.

6. SIGNIFICANT PUBLIC BENEFIT. Notwithstanding that this Easement does not give or grant to the public a right to enter upon or to use the Protected Property, the Easement Area, or any portion thereof, the District hereby acknowledges and agrees that this Easement provides a significant public benefit resulting from: (a) the uniqueness of the Protected Property to the surrounding area; (b) the intensity of land development in the vicinity of the Protected Property (both existing development and foreseeable trends of development); (c) the consistency of the proposed open space use with public programs (whether Federal, state or local) for conservation in the region, including programs for outdoor recreation, irrigation or water supply protection, water quality maintenance or enhancement, flood prevention and control, erosion control, shoreline protection, and protection of land areas included in, or related to, a government approved master plan or land management area; (d) the consistency of the proposed open space use with existing private conservation programs in the area, as evidenced by other land, protected by easement or fee ownership by organizations referred to in 26 C.F.R. §1.170A-14(c)(1), in close proximity to the property; (e) the likelihood that development of the Protected Property would lead to or contribute to degradation of the scenic, natural, or historic character of the area; (f) the opportunity for the general public to appreciate its scenic values from Bushaway Road and Lake Minnetonka; (g) the importance of the property in preserving a local or regional landscape or resource that attracts tourism or commerce to the area; (h) the likelihood that the District will acquire equally desirable and valuable substitute property or property rights; (i) the cost to the District of enforcing the terms of this Easement; (j) the population density in the area of the Protected Property; and (k) the consistency of the proposed open space use with a legislatively mandated program identifying particular parcels of land for future protection.

7. SECTION 2031(c) FEDERAL ESTATE TAX EXCLUSION. The Grantor desires to qualify this Conservation Easement for estate tax exclusion under 26 U.S. Code § 2031(c). Notwithstanding anything herein to the contrary, to qualify this Conservation Easement for treatment under 26 U.S. Code § 2031(c)(8)(B) any use of the Protected Property for more than a *de minimis* use for a commercial recreational activity is prohibited.

8. GENERAL PROVISIONS.

8.1 Assignment. This Easement, and any rights or responsibilities hereunder, may be assigned or transferred by the District to, or shared by the District with, a conservation organization that is a qualified organization under 26 C.F.R. §1.170A-14(c)(1) and that is authorized to hold conservation easements under Minnesota law. Any future holder of this Easement shall have all of the rights conveyed to the District by this Easement. As a condition of any assignment or transfer, the District shall require any future holder of this Easement to continue to carry out the conservation purposes of this Easement in perpetuity. The District shall

provide no less than thirty (30) days written notice to the Owner of the Protected Property and the City before any such transfer or assignment shall be effective.

8.2 Amendment. Under appropriate circumstances, this Easement may be modified or amended. However, no amendment or modification will be allowed if, in the reasonable judgment of the District, it: (a) does not further the purposes of this Easement, (b) affects the perpetual duration of the Easement, or (c) affects the validity of the Easement under Minnesota law or under 26 C.F.R. §1.170A-14.

Any amendment or modification must be in writing, signed by the Owner and the District and must be recorded in the same manner as this Easement.

8.3 Extinguishment. This Easement may be extinguished without the consent of the District and the Owner only through judicial proceedings and only under the following circumstances:

a. This Easement may be extinguished only (i) if unexpected change in the conditions of or surrounding the Easement Area makes the continued use of the Easement Area for the conservation purposes set out above impossible or impractical or (ii) pursuant to the proper exercise of the power of eminent domain.

b. The Owner recognizes that uses of the Easement Area prohibited by this Easement may, in the future, become more economically viable than those uses permitted by the Easement.

Changes to the surrounding area or other circumstances may cause the public benefit provided by this Easement to change. Therefore, such changes are not considered unexpected changes and shall not be deemed to be circumstances justifying the extinguishment of this Easement as otherwise set forth above.

If a subsequent unexpected change in the conditions of or surrounding the Protected Property makes impossible or impractical the continued use of the Protected Property for the conservation purposes described herein, and if the restrictions of this Easement are extinguished by judicial proceedings (including, but not limited to, eminent domain proceedings), then upon the sale, exchange or involuntary conversion of the Protected Property, the District shall be entitled to a portion of the proceeds at least equal to the proportionate value of the Easement described above. Pursuant to 26 C.F.R. §1.170A-14(g)(6)(i) and (ii), the Grantor hereby agrees that the donation of this Easement gives rise to a property right, immediately vested in the District, with a fair market value that is at least equal to the proportionate value that the grant of this Easement bears to the value of the Protected Property as a whole as of the date of this Easement. The District will use its share of any and all proceeds received for such sale, exchange or involuntary conversion in a manner consistent with the conservation purposes of this Easement or for the protection of a “relatively natural habitat of fish, wildlife, or plants or similar ecosystem,” as that phrase is used in 26 U.S. Code §170(h)(4)(A)(ii), as that section may be amended from time to time, and in regulations promulgated thereunder.

8.4 Real Estate Taxes. The Owner shall pay all real estate taxes and assessments levied against the Protected Property as and when such taxes and assessments become due and payable.

8.5 Ownership Costs and Liabilities. The Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, as described in the NRMP, including the maintenance of such comprehensive general liability insurance coverage as the Owner deems adequate. The Owner agrees to hold harmless, defend and indemnify the District from any and all liabilities arising out of any waste or contaminant on the Protected Property as of the date of this Easement, which terms are to be understood in their broad common meaning and not as defined by any specific statute, as well as any and all liabilities, including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the District may suffer or incur, to the extent they result from the activities of Owner on the Protected Property. The District agrees to hold harmless, defend and indemnify the Owner from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the Owner may suffer or incur, to the extent they result from work or improvements of the District on the Protected Property. Each party shall keep the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by that party. Nothing in this paragraph or this Easement creates any right in any third party or diminishes any immunity, defense or liability limitation of the Owner or District as against any third party.

By assuming its rights and responsibilities under this Easement, the District is not assuming the role of owner or operator, or otherwise of a potentially responsible party, under any law with respect to any preexisting environmental condition on the Protected Property.

8.6 Notice and Approval. Any notice or request for approval required by this Easement must be written and is subject to the following:

a. Delivery. Any required notice or request for approval must be delivered or sent by first class mail or other nationally recognized delivery service to the appropriate party at the following addresses (or other address specified in writing):

To the Owner:

Lake Properties LLC
Attention: Michael L. O'Shaughnessy
6423 City West Parkway
Eden Prairie, MN 55344

With copy to:

Stinson LLP
Attention: Todd M. Phelps
50 South Sixth Street, Suite 2600
Minneapolis, MN 55402

To the District:

Minnehaha Creek Watershed District
Attention: Administrator
15320 Minnetonka Blvd.
Minnetonka, MN 55345

With copy to:

Smith Partners PLLP
Attention: Charles B. Holtman
400 South Second Avenue,
Suite 1200
Minneapolis, MN 55401

b. Timing. Unless otherwise specified in this Easement, any required notice or request for approval must be in writing and delivered at least 30 days prior to the date proposed for initiating the activity in question, provided that in the event the party who

receives notice does not respond within 30 days of the documented day of delivery, the proposed activity shall be deemed approved by that party so long as the request states prominently in a top heading "Response Required Within 30 Days" and the activity is not inconsistent with the conservation purpose of this Easement and is not otherwise prohibited by the Easement. The District shall communicate a final decision within 60 days of a request.

c. Content. The notice or request for approval must include sufficient information to allow the approving party to make an informed decision on whether any proposed activity is consistent with the terms and purposes of this Easement.

d. Approval. The approving party may consent to any activity under this Easement only if it reasonably determines that the activity (1) will not violate the conservation purpose of this Easement, and (2) will either enhance or not impair any significant water resource or associated ecological element associated with the Protected Property, including the following: restoring and protecting the water quality, habitat value and ecological integrity of surface waters and wetlands, as well as associated riparian land, floodplain and supporting groundwater. The approving party may condition its approval on the requesting party's acceptance of modifications that, in the approving party's reasonable judgment, would allow the proposed activity to meet these criteria. Unless provision is made for a specific time period, each response to a request for approval or consent required to be considered pursuant to this Easement shall be given by the party to whom directed within thirty (30) days after receipt thereof, in accordance with Section 8.6(b). The District shall communicate a final decision within 60 days of a request. Any disapproval shall be in writing and, subject to this subsection 8.6.d., the reasons therefor shall be clearly stated. With respect to all requests for approval under this Easement, the requesting party will not unreasonably withhold, delay or condition approval.

8.7 Binding Effect; Immediate Vesting. This Easement will run with and burden the Protected Property in perpetuity. The terms of this Easement are binding and enforceable against the Owner, its lessees, agents, personal representatives, successors and assigns, and all other parties entitled to possess or use the Protected Property. This Easement creates a property right immediately vested in the District and its successors and assigns that cannot be terminated or extinguished except as set out herein.

8.8 Merger. The Owner and the District agree that the terms of this Easement shall survive any merger of the fee and easement interest in the Protected Property.

8.9 Disclaimer of Tax Matters. Matters of conformance to federal requirements for estate tax exclusion or any other tax or legal treatment is entirely the responsibility of the Grantor. The District makes no representation in this regard, and the Grantor holds the District harmless with respect to any claims relating to such matters.

8.10 Definitions. Unless the context requires otherwise, the term "Owner" means the Grantor and its representatives, successors and assigns in title to the Protected Property. The term "District" means the Minnehaha Creek Watershed District, and its successors and assigns. In the

exercise of the right of entry under Section 5.1, “District” means the District, and its managers, employees, agents, contractors, successors, assigns and partners to any interest it holds in this Easement. In the enjoyment of protections from liability under Section 8.5, including immunities and the right to be held harmless, provided with a defense and indemnified, “District” means the District and its managers and employees.

8.11 Termination of Rights and Obligations. A party’s rights and obligations under this Easement terminate upon the transfer or termination of that party’s interest in this Easement or the Protected Property, provided, however, that any liability for acts or omissions occurring prior to the transfer or termination will survive that transfer or termination.

8.12 Recording. The District will record or register this Easement in a timely manner in the official records for Hennepin County. Following reasonable written notice to the Owner, the District may re-record or re-register this Easement or any other document reasonably necessary to protect its rights under this Easement or to assure the perpetual enforceability of this Easement. The Owner will cooperate as necessary to accomplish and effect acts of recordation.

8.13 Controlling Law and Construction. This Easement shall be governed by the laws of the State of Minnesota and construed to resolve any ambiguities or questions of validity of specific provisions in favor of giving maximum effect to its conservation purposes and to the policies and purposes of Minnesota Statutes Chapter 84C.

8.14 Permits and Applicable Laws. The Owner and the District acknowledge that the exercise of any reserved right herein or other use of the Protected Property is not by this Easement relieved from complying with or obtaining any permit from any applicable governmental authority, including the District, prior to the exercise thereof.

8.15 Severability. A determination that any provision or specific application of this Easement is invalid shall not affect the validity of the remaining provisions or any future application.

8.16 Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

8.17 Additional Documents. The District and the Owner agree to execute or provide any additional documents reasonably needed by the parties to carry out in perpetuity the provisions and intent of this Easement, including, but not limited to any documents reasonably needed to correct any legal description or title matter or to comply with any federal, state, or local law, rule or regulation.

8.18 Entire Agreement. This document states the entire agreement of the parties with respect to this Easement and supersedes all prior discussions or understandings.

8.19 Estoppel Certificate. The District and the Owner agree upon written request by the other party agree to issue, within thirty (30) days after receipt of such request to such party, or its prospective mortgagee or successors or assigns, an estoppel certificate stating to the best of the issuer’s knowledge as of such date:

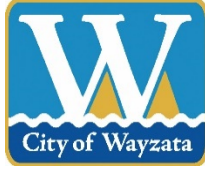
a. Whether it knows of any default under this Easement by the requesting party, and if there are known defaults, specifying the nature thereof in reasonable detail.

b. Whether this Easement has been assigned, modified or amended in any way by it and if so, stating the nature thereof in reasonable detail.

c. Whether this Easement is in full force and effect.

8.20 Excusable Delays. If completion of performance is delayed at any time by reason of acts of God, war, civil commotion, terrorism, riots, strikes, picketing, labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such party, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused.

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**Staff Report
January 4, 2021**

Project Name: City Hall Fence
Applicant: City of Wayzata Police Department
Address of Request: 600 Rice Street East
Prepared By: Nick Kieser, Assistant Planner
“60 Day” Deadline: February 8, 2021

Development Application

Introduction

The applicant, Police Chief Michael Risvold, and property owner, City of Wayzata, are requesting approval of a Conditional Use Permit (CUP) to allow installation of a 7’ tall fence in the rear Wayzata City Hall parking lot. The proposed fence would allow for additional protection and safety for the police vehicles and personnel. The fence would be constructed of dark steel material.

Application Requests

As part of the submitted development application, the applicant is requesting approval of the following items:

- § 918.01.F.1.A Conditional Use Permit: Fences generally not exceeding a height of eight feet in locations where fences of up to six feet height are permitted.

Property Information

The property identification number and owner of the property are as follows:

Address	PID	Owner
600 Rice Street East	06-117-22-24-0059	City of Wayzata

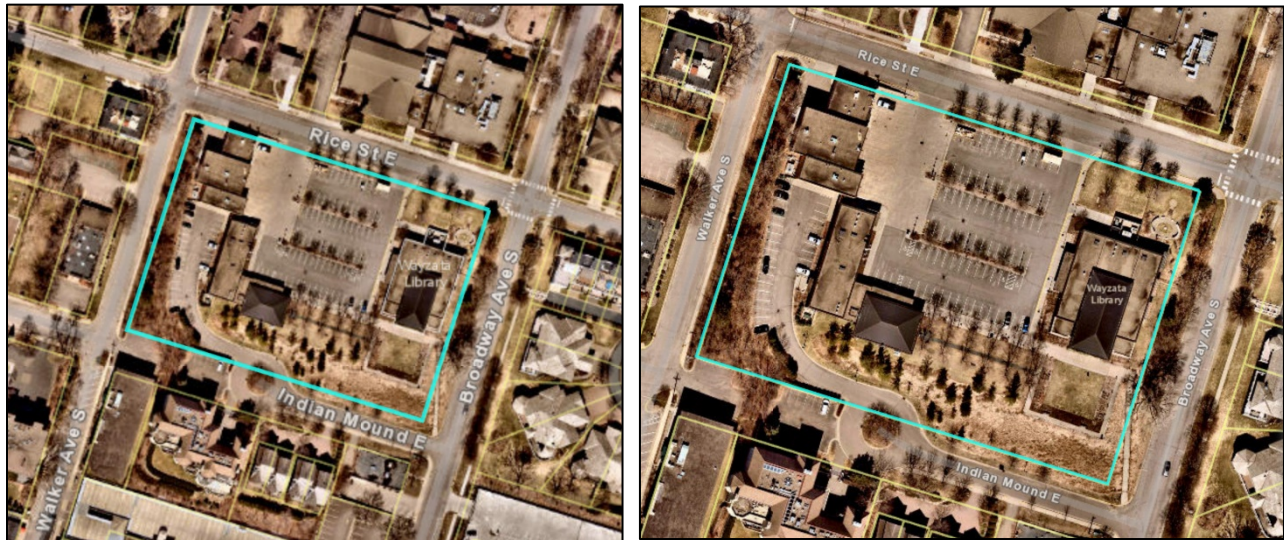
The current zoning and comprehensive plan land use designation for the property are as follows:

Current Zoning	2040 Comp Plan Land Use Designation
Institutional	Institutional/Public

Project Location

The property is south of Rice Street East and north of Indian Mound East. City Hall is located on the block between Walker Avenue South and Broadway Avenue South. The rear parking lot is located on the west side of City Hall and accessed by Indian Mound East.

Map 1 Project Location:



Adjacent Land Uses

The following table outlines the uses, zoning, and Comprehensive Plan land use designations for adjacent properties:

Direction	Adjacent Use	Zoning	2040 Comp Plan Designation
North	Institutional/Residential	R-3A Single and Two Family Residential/Institutional	Institutional/Central Core Residential
East	Residential	PUD	Medium Density Residential
South	Residential/Commercial	PUD	Medium Density Residential/Central Business District
West	Residential	PUD	Mixed Use Commercial Residential/High Density Residential

Public Hearing Notice

The public hearing notice was published in the *Sun Sailor* on December 24, 2020. The public hearing notice was also mailed to all property owners located within 350 feet of the subject property on December 22, 2020.

Analysis of Application

Proposed Fence

The applicant is requesting a CUP to allow for a 7' tall fence that is made of a dark steel material. The steel bars would have ~4 inches in between each bar so there would be visibility through the fence. The proposed fence would also have a sixteen-foot wide automatic gate to allow vehicle access. Additional images of the fence are attached to this application. Fences up to 6' in height, located in the rear yard, are permitted in the Institutional Zoning District without the need for a CUP.

The fence would be placed in the rear (western) parking lot of Wayzata City Hall. Approximately twenty exterior parking stalls would be enclosed by the fence while eight would remain outside the fence. The fence would run parallel to the western parking lot curb line and connect to the City Hall. The existing generator just north of the parking lot would also be enclosed by the fence. The fence would be located approximately 39.3 feet from the curb of Walker Avenue South and 21.7 feet from the property line. The fence would be screened by existing vegetation located on a steep slope between Walker Avenue and the City Hall rear parking lot. It would be visible to some property owners to the south. It would not be visible to the property owners to the north because of the location of the City Fire Hall. The fence would run approximately 70 feet on the south side and 130 feet on the west side of the parking lot to enclose the proposed parking stalls. No trees are proposed to be removed with this project.

The reason to construct this fence is to provide safety and protection for the Wayzata Police staff and vehicles. Currently, four Police vehicles, along with additional personal vehicles, are parked outside without any protection. There is currently garage space for three Police vehicles, but this space cannot hold all of the police department's vehicles. Additional employee vehicles would be able to be parked in the enclosed area. The applicant, Chief Risvold, has noted that neighboring cities have had issues with vandalism to Police vehicles recently. Also, this fence would help to create a safe and protected area, especially in the night hours when less employees are at City Hall.

As noted, the fence would have an automatic gate which will need to adhere to Wayzata's noise requirements to ensure that the gate will not have any negative impact on the neighboring properties. There are various other automated gates in Wayzata and staff has not received any complaints about noise from those examples.

The visual impact of the proposed fence is mainly mitigated from the existing vegetation that is located on the west side of the property and along the right-of-way of Walker Ave S. There are new townhome units soon to be constructed just on the other side of Walker Ave S, but staff is confident that the proposed fence would not cause a significant visual impact from those units. There is also a significant grade change from Walker Ave S to the current City Hall parking lot which will help to minimize any visual impacts from the road.

Potential Carport

A future carport structure is being considered to be placed on the western side of the parking lot inside the enclosed area. The carport would allow for additional protection from weather elements for the Police vehicles parked underneath. The number of stalls the carport would occupy has not been decided yet. This carport would not need any additional approvals to be constructed since it could meet height and setback requirements.

Questions to Consider

1. Would the proposed fence negatively impact adjoining properties
2. Is the proposed use compatible with the existing and future uses on this site?
3. Is the proposed fence consistent with the 2040 Comprehensive Plan?

Staff Recommendation

Based on the following criteria for review, staff recommends approval of the Conditional Use Permit for the proposed fence as described in this report. Staff feels that the fence would enhance the safety of the area and Police personnel and equipment. Adjacent properties would not be negatively impacted based on the existing vegetation buffer and the fact that the fence is not 100% solid material. Since this rear parking lot is mainly only used for Wayzata employee use, this fence is compatible with the current and future use of the site.

Action Steps

After considering the items outlined in this report and the public hearing held at the meeting, the Planning Commission should direct staff to prepare a *Planning Commission Report and Recommendation*, with appropriate findings, reflecting a recommendation on the application for review and adoption at the next Planning Commission meeting.

Attachments

Site Survey and Proposed Site Plan, by Advance Survey & Engineering Co, dated December 9, 2020

Steel Fence Examples and Specifications, by Ameristar Fence Products

Memorandum by Chief Risvold, dated October 9, 2020

Applicable Code Provisions for Review

Staff has analyzed the facts provided by the applicant in comparison with the criteria for approval. While several criteria appear to be met, **staff has highlighted in bold** the criteria that may require additional discussion with the Planning Commission.

Conditional Use Permit for a Fence: City Code § 918.01.F.2 outlines the following standards for evaluating fence conditional use permits:

- A. The fence placement, height or design does not create a safety hazard with regard to, from or on a public street or roadway.

- B. The fence placement, height or design does not create a safety problem or negatively affect adjoining properties or use.
- C. The provisions of § 904.02.G of this Ordinance are considered and satisfactorily met.

Conditional Use Permits: City Code § 904.02.F states that the Planning Commission and City Council shall consider possible adverse effects of the proposed conditional use. Their judgment shall be based upon (but not limited to) the following factors:

- A. The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.
- B. The proposed use's compatibility with present and future uses of the area.**
- C. The proposed use's conformity with all performance standards contained herein (i.e., parking, loading, noise, etc.).
- D. The proposed use's effect on the area in which it is proposed.**
- E. The proposed use's impact upon property values in the area in which it is developed.
- F. Traffic generated by the proposed use is in relation to capabilities of streets serving the property.
- G. The proposed use's impact upon existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake

600 Rice Street
Wayzata, MN 55391-1734

(952) 404-5340

Fax: (952) 404-5359

MEMORANDUM

To: Nick Kieser
From: Chief Michael Risvold
Date: October 9, 2020
Re: Security Fencing / Conditional Use Permit

Please accept this memorandum as additional information as a part of a 2020 Development Application to construct a 7' tall security fence around a portion of the west, lower level parking lot at city hall adjacent to the police department. In 2019, as a part of the 2020 budget process at the request of police administration, dollars were allocated by the Wayzata City Council for a project to secure the police department parking lot.

The Wayzata Police Department has only three garage stalls for squad cars. The other four marked squads are parked outside with complete access to the public. They are vulnerable to vandalism and/or sabotage. As an example, the Orono Police Department had three squad cars vandalized with spray paint and windows broken in one incident, and two squad cars destroyed by arson in another before securing their lot and building a garage. Other unmarked administrative vehicles are also parked in the lot unprotected. Police employee's vehicles face the same risks. Reports of lug nuts being loosened on employee vehicles have been made in another Minneapolis suburb. Most metropolitan area police departments have secure areas where police vehicles and employees park. Employee safety is also a concern, especially in evening and overnight hours when fewer people are at city hall.

The 7' tall fence would include an automatic 16' gate for vehicles to enter and exit. There would be two locked 4' pedestrian gates at the north and south ends for employee ingress and egress. The fence would be similar in style to other city owned black iron rail fences in Wayzata. The 7' height of the fence is necessary so that it is not easily scaled by trespassers. The secure area will also include the four west facing windows leading directly into the police department and will be signed so that trespassers can be prosecuted in the clearly contained and defined area. The fence will serve to protect city owned property, employee property, and will enhance employee safety.

LEGAL DESCRIPTION:

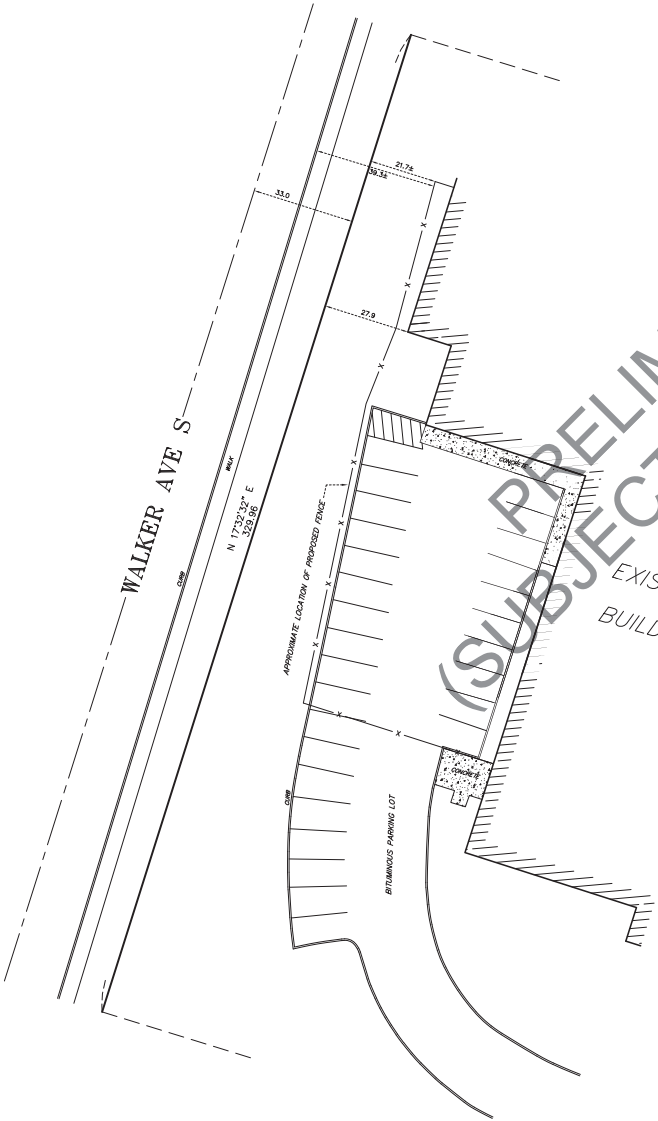
Block bounded on the North by Rice Street, on the South by Indian Mound Street, on the East by Broadway Avenue, and on the West by Walker Avenue, WAYZATA, Hennepin County, Minnesota.

SCOPE OF WORK & LIMITATIONS:

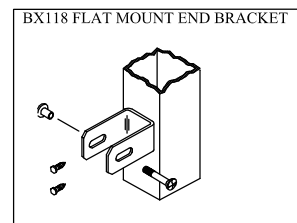
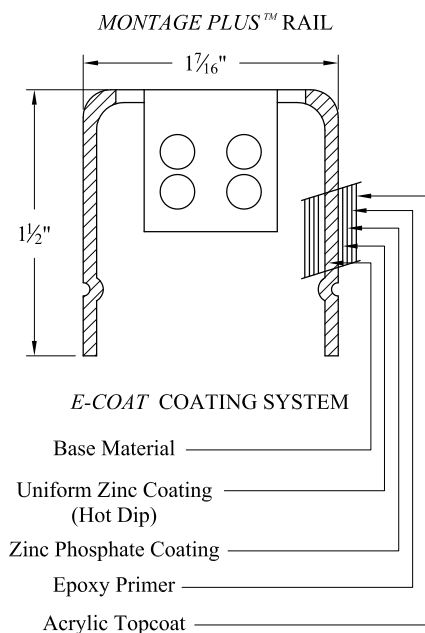
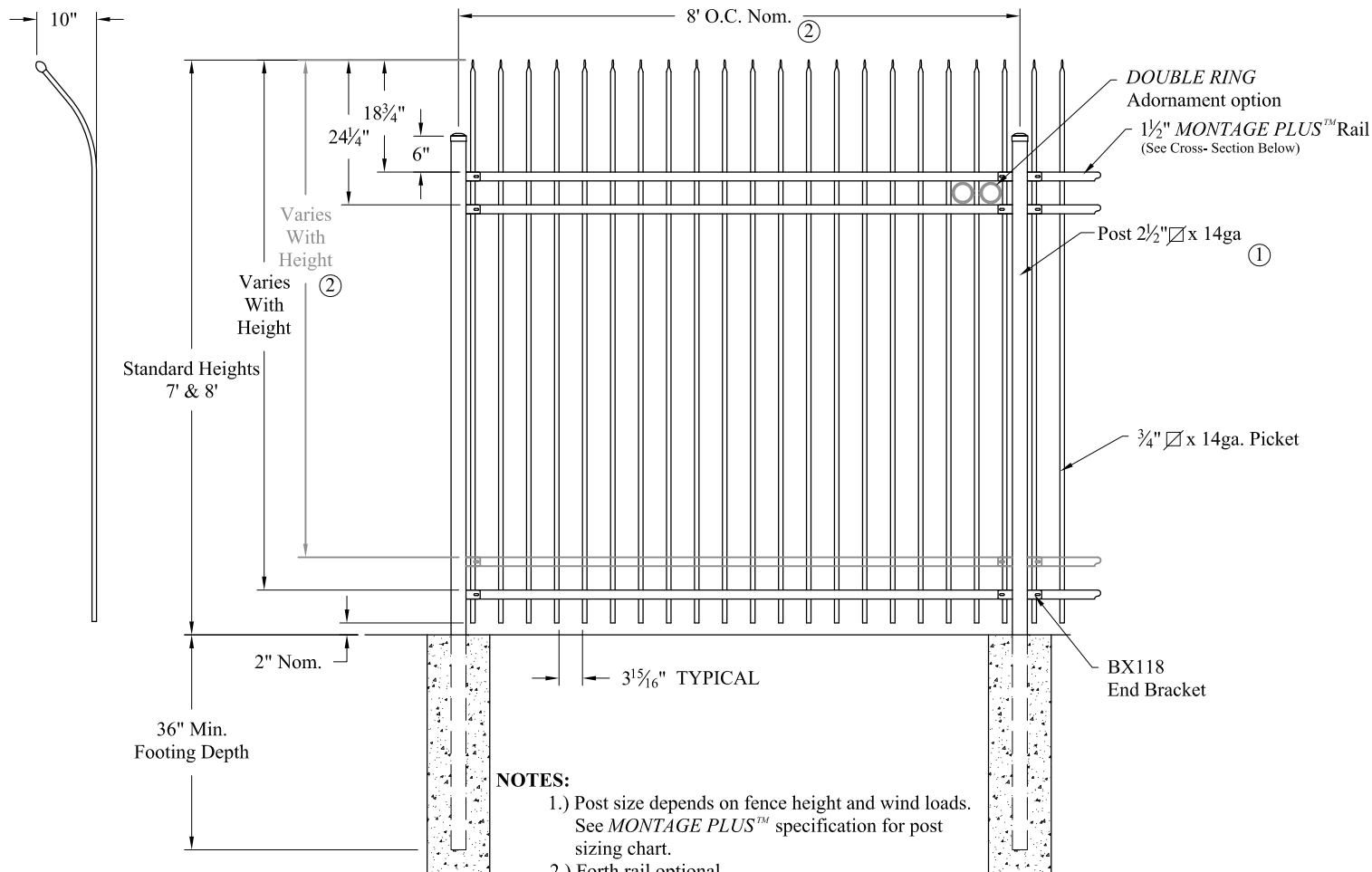
1. Showing the length and direction of the West boundary line of the legal description listed above. The scope of our services does not include determining what you own, which is a legal matter. Please check the legal description with your records or consult with competent legal counsel, if necessary, to make sure that it is correct and that any matters of record, such as easements, that you wish to be included on the survey have been shown.
2. Showing the location of observed existing improvements we deem necessary for the survey.
3. Setting survey markers or verifying existing survey markers to establish the corners of the property.
4. Existing building dimensions and setbacks measured to outside of siding or stucco.
5. This survey has been completed without the benefit of a current title commitment. There may be existing easements or other encumbrances that would be revealed by a current title commitment. Therefore, this survey does not purport to show any easements or encumbrances other than the ones shown hereon.

STANDARD SYMBOLS & CONVENTIONS:

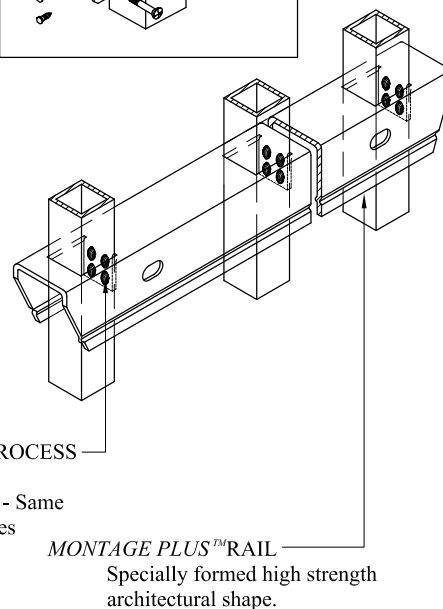
- Denotes iron survey marker, set, unless otherwise noted.



DATE	REVISION DESCRIPTION	DRAWING ORIENTATION & SCALE	CLIENT/JOB ADDRESS	ADVANCE SURVEYING & ENGINEERING, CO.	SURVEYED DATE:	SHEET TITLE	SHEET NO.
			CITY OF WAYZATA	17917 Highway No. 7 Minnetonka, Minnesota 55345 Phone (952) 474-7964 Web: www.advsur.com	DECEMBER 8, 2020	EXISTING SURVEY	S1
			600 RICE ST. E. WAYZATA, MN		DRAFTED DATE:	SHEET SIZE: 22 X 34	
					DECEMBER 9, 2020	DRAWING NUMBER 202151 BH	



PROFUSION™ WELDING PROCESS
No exposed welds,
Good Neighbor profile - Same
appearance on both sides



COMMERCIAL STRENGTH WELDED STEEL PANEL
PRE-ASSEMBLED

Title: MONTAGE COMMERCIAL INVINCIBLE 3/4-RAIL			
DR: CI	SH . 1 of 1	SCALE: DO NOT SCALE	
CK: ME	Date 6/28/10	REV: e	

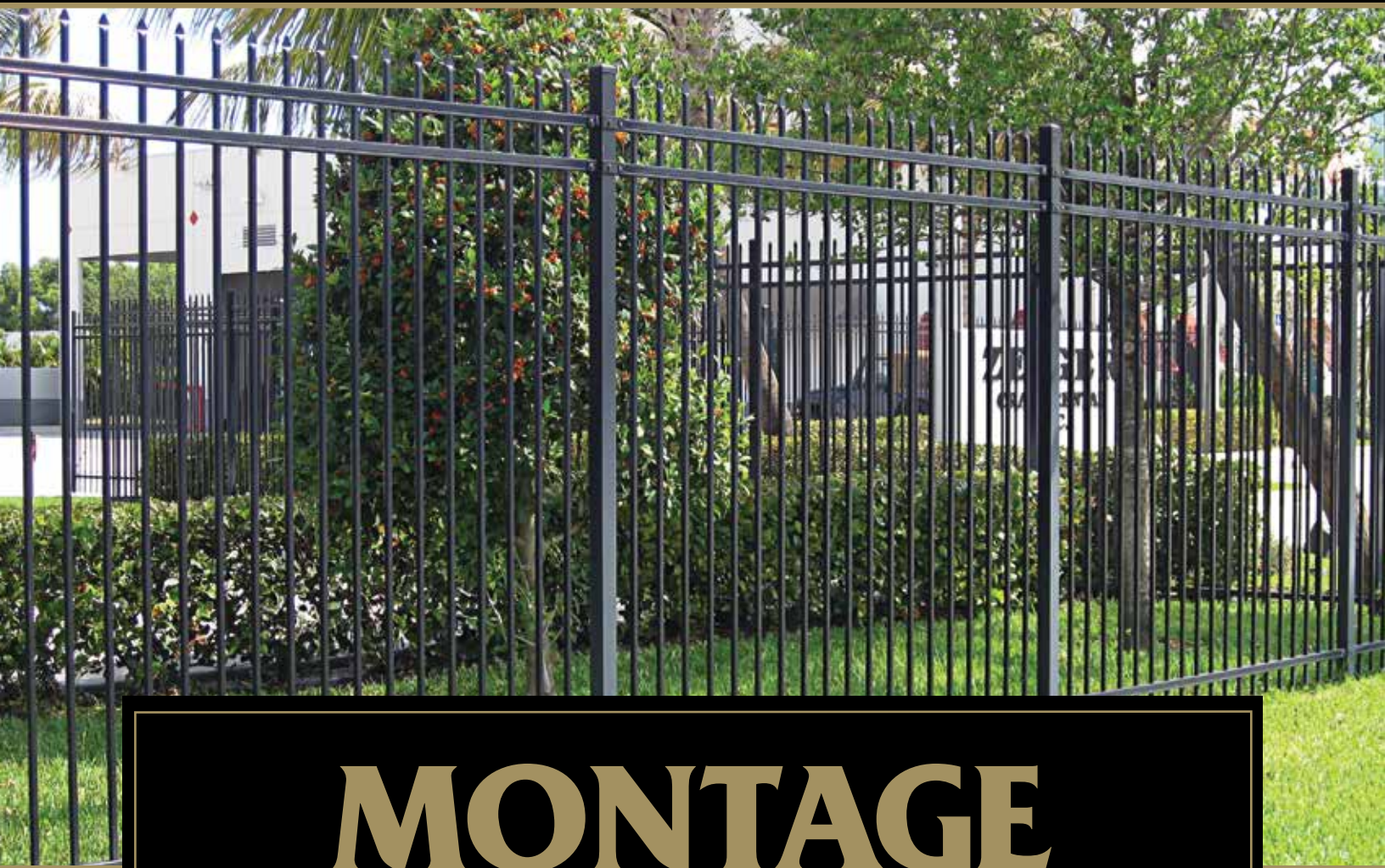


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1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfer

Values shown are nominal and not to be used for
installation purposes. See product specification
for installation requirements.

1RIISO



MONTAGE COMMERCIAL[®]

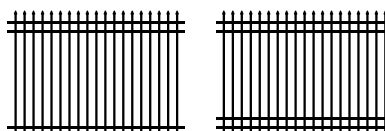
WELDED COMMERCIAL ORNAMENTAL STEEL FENCE





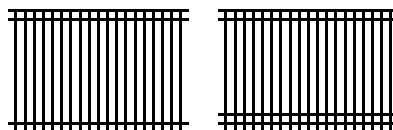
CLASSIC™

- *7' or 8' Heights*
- *3-Rail or 4-Rail Panels*
- *Extended Picket Panels*
- *4" Standard or 3" Pet, Pool & Play Picket Air-Space*



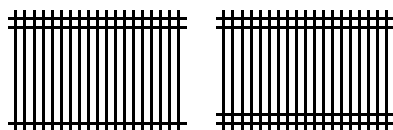
MAJESTIC™

- *7' or 8' Heights*
- *3-Rail or 4-Rail Panels*
- *Extended Picket Panels*
- *4" Standard or 3" Pet, Pool & Play Picket Air-Space*



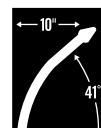
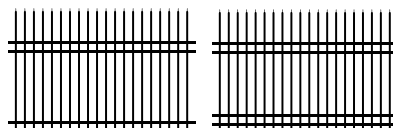
GENESIS™

- *7' or 8' Heights*
- *3-Rail or 4-Rail Panels*
- *Extended Picket Panels*
- *4" Standard or 3" Pet, Pool & Play Picket Air-Space*



INVINCIBLE™

- *7' or 8' Heights*
- *3-Rail or 4-Rail Panels*
- *Extended Picket Panels*





POOL, PET & PLAY™

- Improved Panel Strength & Durability
- Increased Safety & Security for Children & Pets

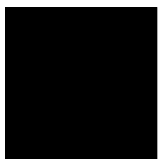


GATE OPTIONS

- MONTAGE COMMERCIAL® SWING GATES
- MONTAGE COMMERCIAL® ARCHED GATES
- ESTATE® STEEL ENTRY GATES
- TRANSPORT® CANTILEVER GATES
- PASSPORT® ROLL GATES



COLOR OPTIONS



BLACK



BRONZE

ADORNMENTS



QUAD FLARE



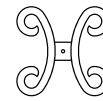
TRIAD



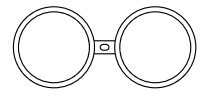
ROYALTY



BALL CAP



BUTTERFLY SCROLL



DOUBLE RINGS

PICKETS

¾"sq. x 14 ga.

RAILS

1½" x 1½" x 14 ga.

POSTS

2½" x 14 ga.



20 Year Warranty backed by proven excellence for over 30 years



Montage Commercial is manufactured from nearly 96% recycled steel

PROFUSION WELDING

- *Superior Strength*
- *No Visible Rivets or Screws*
- *Design Allows Panels to Follow the Grade*



Stair-stepping panels



Fully rakeable panels



ECOAT FINISH

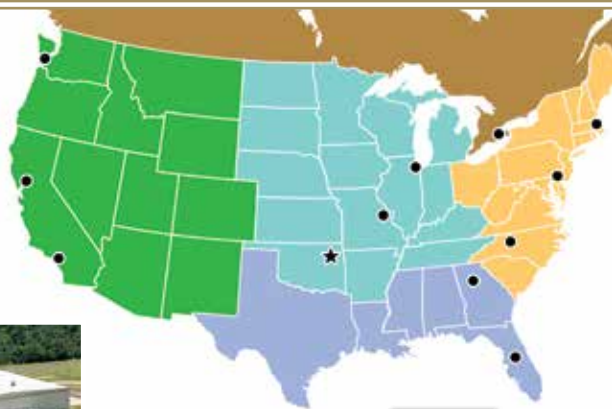
- *Protection Inside and Out*
- *Maintenance-Free Finish*
- *Long-Term Durability*



- Acrylic Topcoat
- Epoxy Primer
- Zinc Phosphate
- Galvanic Zinc



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LEGEND

- ★ Ameristar Headquarters
- Sales & Service Centers



Part #9821 | Revised 05/2013

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1555 N. Mingo Rd. | Tulsa, Oklahoma 74116



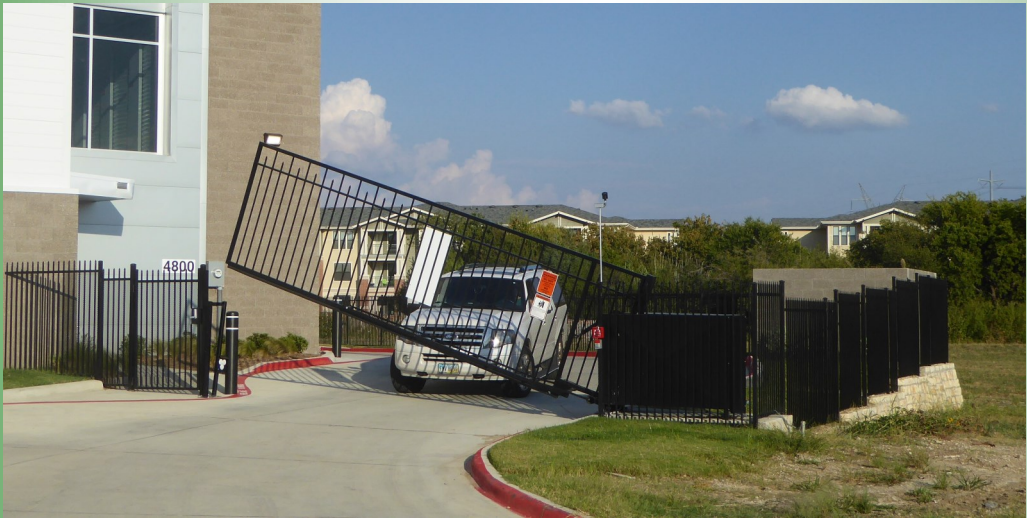
AMERISTAR®
FENCE PRODUCTS



VERTICAL PIVOT GATES



The ultimate security gate system and unmatched quality



Features & Benefits

Faster than Slide Gates	Very easy to maintain
Fewer entrapment areas than Slide Gates	No Hydraulics!
Gate fabricated for curbs, road contours, etc.	UL 325 Listed & Continuous Duty Rated
Built-in Battery Back up	Mild to Extreme cold heating packages

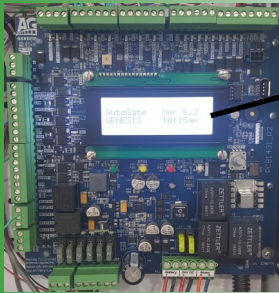


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GENESIS 01:22am

Line Voltage 25.39*
Batt Voltage 26.67
Motor 0.00 Amps
Cycles 0 T=00

LED Diagnostics Display for easy installation, configuration, and troubleshooting and user feedback

Security Breach Monitoring	USB connection to laptop/tablet/cell phone
6 inputs for Open/Closed Monitored Entrapment Protection devices	2 programmable Inputs, 2 programmable outputs, and 2 programmable relays
0 to 90 seconds programmable delayed closing	1 to 5 seconds preemptive gate movement output to any external device (lights, audible devices, mag-locks, etc.)
Surge Protection	Operation Log of last 99 events. Fault Log of last 99 events
Fire and emergency access control inputs	Adjustable speed control
Smart battery charging system	Programmable dual gate or sequenced gate integration.

Power Options

120 VAC, Single Phase 20 Amp Service	240 VAC, Single Phase 10 Amp Service	Solar with controller built into Genesis™
--------------------------------------	--------------------------------------	---



VERTICAL PIVOT GATES

Gate Styles



#100 - Cornhusker



#200 - Barracuda



#300 - Chainlink



#400 - Catawba



#500 - Buckeye



#600 - Congress



#700 - Saratoga



#800 - Prestigious



#900 - Ohioan



#1000 - Islander



Custom Curb Notch



Anti-Terrorism



General Information

UL 325 7th Ed. Listed	USB connection to laptop/tablet/cell phone
6 inputs for Open/Closed Monitored Entrapment Protection devices	2 programmable Inputs, 2 programmable outputs, and 2 programmable relays
0 to 90 seconds programmable delayed closing	1 to 5 seconds preemptive gate movement output to any external device (lights, audible devices, mag-locks, etc.)
Security Breach Monitoring	Fault Logs
Fire and emergency access control inputs	Adjustable speed control
Smart battery charging system	Programmable dual gate or sequenced gate integration.
Gate Limit / Position Sensor	10-12 second Open/Close speed (14-16 seconds for oversized Gates)
Right Angle Drive (RAD) with Anti-Back drive for additional security and sudden extreme falling	Double Reduction / High torque belt drive system

AutoGate, Inc. 7306 Driver Rd., Berlin Heights OH 44814
(800) 944-4283 www.AutoGate.com Sales@AutoGate.com



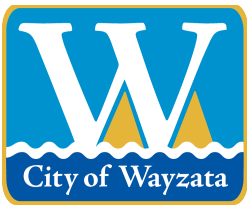
Operator Construction

Gate Construction

Operator Frame: 2" Sq., 11 Ga. (.120). Operator Skins: 18 Ga. Galvaneal Sheet	Gate Lengths: 10' - 20'. 2" Steel (.120) Tubing 20' - 25': 2½" Sq., 7 Ga. (.187) Aluminum Tubing. Pickets: Steel ¾" Sq. 18 Ga. Galv. Aluminum ¾" Sq. 1/8 wall.
304 Stainless Steel Mounting Pads	Chain Link: 2 ⅜" Sch. 40, 20 & 2" x .065 Galv. Steel Tubing. 2 ⅜" Sch. 80, 40 & ⅛" 6061 Aluminum. Fabric 9 Ga. (Steel to 22', Alum. to 25')
Operator size: 68" L x 53" H x 30" W	Gate Height: 4' - 8' is Standard. Over 8' available. Wind Bracing: Cable ≤ 75mph, Masted ≤ 150mph
Paint: Standard Color—Black Powder coated. Spray applied is 2 part Polyurethane High Solids (White, Brown, Green, Gray, Custom Colors available)	Paint: Spray applied colors are 2 part High Solids Polyurethane. Standard Colors are Black, White, Green, Brown, & Gray. Custom colors and powder coating available.

Accessories

Reflective Tape (MUTCD Compliant)	LED Warning Lights	Audible Warning Device
Emergency Access Systems (Siren Sensor, Key Box for Fire Department, etc.)	Traffic Lights	Traffic Loops and Loop Detectors
Entrapment Protection Devices (Photo Eyes & Contact Sensors)	Transmitter / Receiver for push-button access	Control Panels



City of Wayzata Planning Commission Agenda Report

MEETING DATE: January 4, 2021	AGENDA ITEM: 6.a
TITLE: Review of Development Activities	
PREPARED BY: Nick Kieser, Assistant Planner	
REVIEWED BY: Emily Goellner, Community Development Director	
60 DAY DEADLINE: N/A	

BACKGROUND:

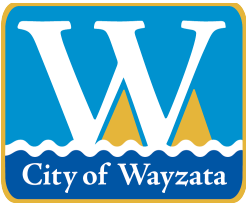
Staff will give a verbal update at the meeting.

ACTION REQUESTED:

N/A

ATTACHMENTS:

None



City of Wayzata Planning Commission Agenda Report

MEETING DATE: January 4, 2021	AGENDA ITEM: 6.b
TITLE: Planning Commissioner Liaison Schedule and City Meeting Calendar	
PREPARED BY: Nick Kieser, Assistant Planner	
REVIEWED BY: Emily Goellner, Community Development Director	
60 DAY DEADLINE: N/A	

BACKGROUND:

Chair Plantan is scheduled for the January 5, 2020 City Council meeting. The Liaison Schedule and 2021 City Meeting Calendar are attached.

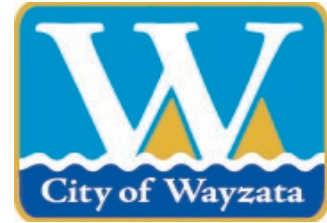
ACTION REQUESTED:

N/A

ATTACHMENTS:

1. 2021 Wayzata Calendar
2. Planning Commission Assignments at Council Meetings 2021

City of Wayzata 2021 Meeting Calendar



January 2021						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
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28						

March 2021						
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28	29	30	31			

April 2021						
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25	26	27	28	29	30	

May 2021						
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23	24	25	26	27	28	29
30	31					

June 2021						
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20	21	22	23	24	25	26
27	28	29	30			

July 2021						
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25	26	27	28	29	30	31

August 2021						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
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19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- Energy & Environment Committee - 5:00 PM
- Planning Commission - 6:30 PM
- City Council - 7:00 PM
- Wayzata School Board
- Lake Minnetonka Conservation District (LMCD)
- Heritage Preservation Board (HPB) - 5:00 PM
- Housing & Redevelopment Authority (HRA) - 7:30 AM
- Parks & Trails Board - 6:00 PM
- Charter Commission - 9:00 AM
- Elections (see below)
- Night to Unite

Meeting dates and times are subject to change. Dates can be confirmed by calling City Hall.

Holiday Observed
City Offices Closed

Precinct Caucuses -

Primary Election -

General Election - School Board Election

2021
Planning Commission assignments at Council meetings

<u>Meeting Date</u>		<u>Commission Representative</u>
Tuesday	January 5, 2020	Christine Plantan
Tuesday	January 19, 2020	Jeff Parkhill
Tuesday	February 2, 2020	Peggy Douglas
Tuesday	February 16, 2020	Gregory Flannigan
Tuesday	March 2, 2020	Larissa Stockton
Tuesday	March 16, 2020	Laura Merriam
Tuesday	April 6, 2020	Lindsay Bashioum
Tuesday	April 20, 2020	Christine Plantan
Tuesday	May 4, 2020	Jeff Parkhill
Tuesday	May 18, 2020	Peggy Douglas
Tuesday	June 1, 2020	Gregory Flannigan
Tuesday	June 15, 2020	Larissa Stockton
Tuesday	July 6, 2020	Laura Merriam
Tuesday	July 20, 2020	Lindsay Bashioum
Tuesday	August 10, 2020	Christine Plantan
Tuesday	August 24, 2020	Jeff Parkhill
Tuesday	September 7, 2020	Peggy Douglas
Tuesday	September 21, 2020	Gregory Flannigan
Tuesday	October 5, 2020	Larissa Stockton
Tuesday	October 19, 2020	Laura Merriam
Wednesday	November 3, 2020	Lindsay Bashioum
Tuesday	November 16, 2020	Christine Plantan
Tuesday	December 7, 2020	Jeff Parkhill
Tuesday	December 21, 2020	Peggy Douglas

Last Updated: December 30, 2020