

# WAYZATA PLANNING COMMISSION

## Meeting Agenda

Wayzata City Hall Community Room, 600 Rice Street

Monday, July 20, 2026

6:30 PM

### HYBRID MEETING INFORMATION

[Click here to join Teams Meeting](#)

**Meeting ID: 297 745 414 916 7 Passcode: MG385hT9**

Members of the public may attend this Planning Commission meeting in person, or watch and listen remotely by viewing the meeting on Channel 8, WCTV, and at the City's website at [www.wayzata.org/WCTV](http://www.wayzata.org/WCTV).



Public comment during the Public Forum and/or Public Hearing portions of the meeting may be provided in person at the meeting, in advance, or by logging into the Teams call and raising your hand during the public hearing. **When your name is called in the meeting, you will be seen and heard in our Council Chambers and the cable channel.** You will be asked to unmute and then you may begin your comment. All public comments must include your full name and address.

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](mailto:PublicComment@wayzata.org), calling City staff at 952-404-5323, or mailing Wayzata City Hall at 600 Rice St E, Wayzata, MN 55391 (Attn: Public Comment).

1. **Call to Order**
2. **Roll Call**
3. **Approval of Agenda**
4. **Consent Agenda**
  - a. Approval of Meeting Minutes of June 1st, 2026
5. **Old Business Items**
6. **Public Hearing Items**
  - a. Consider Application for Carpenter's Point 3rd Addition Preliminary and Final Plat - 535 & 555 Busaway Rd
7. **Other Items**
  - a. Planning Commission Meeting Schedule
  - b. Review of Development Activities
8. **Adjournment**

Upcoming Meetings:

City Council - July 21, 2026

Planning Commission - August 3, 2026

Members of the Planning Commission and some staff members may gather at the Wayzata Bar and Grill immediately after the meeting for a purely social event. All members of the public are welcome.



## City of Wayzata Planning Commission Agenda Report

|                                                                 |                         |
|-----------------------------------------------------------------|-------------------------|
| <b>MEETING DATE:</b> July 20, 2026                              | <b>AGENDA ITEM:</b> 4.a |
| <b>TITLE:</b> Approval of Meeting Minutes of June 1st, 2026     |                         |
| <b>PREPARED BY:</b> Haily Hedblom, Planner                      |                         |
| <b>REVIEWED BY:</b> Alex Sharpe, Community Development Director |                         |
| <b>60 DAY DEADLINE:</b> N/A                                     |                         |

**BACKGROUND:**

N/A

**ACTION REQUESTED:**

Staff recommends approval of the meeting minutes of June 1st, 2026.

**ATTACHMENTS:**

1. Draft PC Minutes June 1, 2026

**WAYZATA PLANNING COMMISSION**  
**DRAFT MEETING MINUTES**  
**JUNE 1, 2026**

**AGENDA ITEM 1. Call to Order**

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

Chair Cameron read a prepared statement that outlined multiple options for joining remotely or submitting comments and questions.

**AGENDA ITEM 2. Roll Call**

Chair Cameron took roll call.

Present at roll call were Commissioners: Plantan, Schwalbe, Severson, Elg, Cameron, VanLoy, and Ankeny. Community Development Director Alex Sharpe, and City Attorney David Schelzel were also present.

**AGENDA ITEM 3. Approval of Agenda**

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

Commissioner Severson made a motion, seconded by Commissioner VanLoy, to approve the June 1, 2026, agenda as presented.

The motion carried unanimously.

**AGENDA ITEM 4. Consent Agenda**

- a.) Approval of the May 18, 2026 Planning Commission Meeting Minutes
- b.) Approve Planning Commission Report and Recommendation of Approval of a Zoning Text Amendment to Chapter 950-General Zoning District Provisions
- c.) Approve Planning Commission Report and Recommendation of Approval of Zoning Text Amendment to Chapter 936-Tree Preservation Ordinance

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

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

Commissioner Elg made a motion, seconded by Commissioner Plantan, to approve the Consent Agenda as presented.

The motion carried unanimously.

1 **AGENDA ITEM 5. Old Business Items**

2  
3 **AGENDA ITEM 6. Public Hearing Items**

4  
5 **AGENDA ITEM 7. Other Items:**

6  
7 **a) 2025 Planning Commission Annual Development Review**

8  
9 Community Development Director Sharpe gave a brief overview of the 2025 Planning  
10 Commission Annual Developments that were reviewed by the Commission, including information  
11 about recommendations from the Commission for approvals/denials, key commercial projects,  
12 residential developments, and a year-to-year comparison of developments.

13  
14 Chair Cameron asked if staff had looked at City Ordinance Section 918-01, the ordinance  
15 regulating fences, and explained that there had been two applications that have been reviewed and  
16 approved recently for fence variances due to the property owners having corner lots.

17  
18 Mr. Sharpe explained that those were the types of cases he liked to bring forward when the City  
19 had a track record of variances being regularly granted when an application came forward. He  
20 stated that as they start seeing trends, he will bring them forward for the Commission to consider.

21  
22 **b) Planning Commission Meeting Schedule**

23  
24 Mr. Sharpe stated that the next Planning Commission meeting is scheduled for June 15, 2026,  
25 but right now, he doesn't have anything planned for the agenda, so it may end up being canceled.

26  
27 **c) Review of Development Activities**

28  
29 Mr. Sharpe gave a few updates and clarifications on the updates that were given at the last  
30 Commission meeting regarding Cantissimo and Moments of Wayzata. He noted that the Wells  
31 Fargo development apartments were already 80% leased, and the townhomes were anticipated to  
32 be available in late June or early July. He stated that staff had placed the new Bylaws that the  
33 Council had approved at the dais for the Commission and stated that they would also be sent out  
34 via email.

35  
36 **AGENDA ITEM 7. Adjournment.**

37  
38 There being no further business on the agenda, Chair Cameron asked for a motion to adjourn.

39  
40 Commissioner Plantan made a motion, seconded by Commissioner Elg, to adjourn the Planning  
41 Commission meeting.

42  
43 The motion carried unanimously.

44  
45 The Planning Commission meeting was adjourned at 6:56 p.m.

1 Respectfully submitted,  
2 Kayla Atkins Rokosz  
3 *TimeSaver Off Site Secretarial, Inc.*  
4

DRAFT



## City of Wayzata Planning Commission Agenda Report

|                                                                                                                         |                         |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>MEETING DATE:</b> July 20, 2026                                                                                      | <b>AGENDA ITEM:</b> 6.a |
| <b>TITLE:</b> Consider Application for Carpenter's Point 3rd Addition Preliminary and Final Plat - 535 & 555 Busaway Rd |                         |
| <b>PREPARED BY:</b> Haily Hedblom, Planner                                                                              |                         |
| <b>REVIEWED BY:</b> Alex Sharpe, Community Development Director                                                         |                         |
| <b>60 DAY DEADLINE:</b> October 25, 2026                                                                                |                         |

### **BACKGROUND:**

Bushaway Holdings, LLC has submitted a development application for Preliminary and Final Plat to subdivide the properties 535 and 555 Bushaway Road. The proposed subdivision would divide the two existing single-family lots into three separate single-family lots. If approved, the subdivision would create three new lots that conform to the requirements of the R-1A Zoning District.

The attached staff report provides additional information on the project proposal.

### **ACTION REQUESTED:**

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

### **ATTACHMENTS:**

1. Staff Report - Carpenter's Point 3rd Addition
2. Application Narrative
3. Preliminary Plat Plan Set
4. Final Plat - Carpenter's Point 3rd Addition
5. Amendment to Conservation Easement with Minnehaha Creek Watershed District 6/2026
6. Excerpt of Original Conservation Easement



**Staff Report  
Wayzata Planning Commission  
July 20, 2026**

**Project Name:** Carpenter's Point 3rd Addition  
**Approval Request:** Subdivision (Preliminary and Final Plat)  
**Applicant:** Bushaway Holdings, LLC  
**Addresses of Request:** 535 & 555 Bushaway Rd  
**Applicant's Representative:** Nathan Brandenburg, Maslon  
**Property Owner:** Bushaway Holdings, LLC  
**Prepared by:** Haily Hedblom, Planner

**"60 Day" Decision Deadline:** October 25, 2026

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### **Development Application Introduction**

Bushaway Holdings, LLC ("Applicant") has submitted a development application ("Application") for Preliminary and Final Plat to subdivide the properties 535 and 555 Bushaway Road. The proposed subdivision would divide the two existing single-family lots into three separate single-family lots. If approved, the subdivision would create three new lots that conform to the requirements of the R-1A Zoning District.

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

| <b>Address</b>  | <b>PID</b>    | <b>Owner</b>           |
|-----------------|---------------|------------------------|
| 535 Bushaway Rd | 0811722230014 | Bushaway Holdings, LLC |
| 555 Bushaway Rd | 0811722230015 | Bushaway Holdings, LLC |

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

|                                        |                                                |
|----------------------------------------|------------------------------------------------|
| <b>Current Zoning:</b>                 | R-1A Low Density Single Family Estate District |
| <b>Comprehensive Plan Designation:</b> | Estate Single Family (0.25 to 0.5 unit/acre)   |
| <b>Overlay Districts:</b>              | Shoreland Overlay District                     |
| <b>Design District:</b>                | N/A                                            |

### Project Location

The subject parcels are located along the west side of Bushaway Road and with rear yard lake frontage on Lake Minnetonka.



Maps 1 & 2: Project Location  
Source: Hennepin County

### Application Requests

As part of the submitted 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 two existing lots into three 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                    | Current Zoning                                 | Comprehensive Plan Designation |
|-----------|---------------------------------|------------------------------------------------|--------------------------------|
| North     | Vacant/<br>Single-Family        | R-1A Low Density Single Family Estate District | Estate Single Family           |
| East      | City Right-of-Way/<br>Townhomes | Planned Unit Development (PUD)                 | 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

Notice of the public hearing on the Application was published in the *Sun Sailor* on July 9, 2026. The public hearing notice was mailed to all property owners located within 500 feet of the subject properties on July 9, 2026.

### Neighborhood Notification

As required by City policy, the Applicant sent a neighborhood notification letter regarding the proposal to all property owners within 500 feet from the subject properties.

### Public Comment

As of July 16, staff has not received any formal public comment on the Application. Staff has fielded phone and email messages from residents inquiring about the nature of the proposal. After describing the proposed development as a three-lot subdivision, no concerns have been expressed.

## **Existing Site Conditions and History**

### Previous Subdivision

The two subject parcels were created via combined preliminary and final plat subdivision in 2021 (RES 02-2021). Prior to this previous subdivision, the site was comprised of four parcels under the same address and ownership with one single family residence. Two of the four previous lots were nonconforming and considered unbuildable per ordinance requirements. The purpose of creating the existing two lot configuration at the time was to allow for two new single-family homes after the demolition of the original residence in 2019.

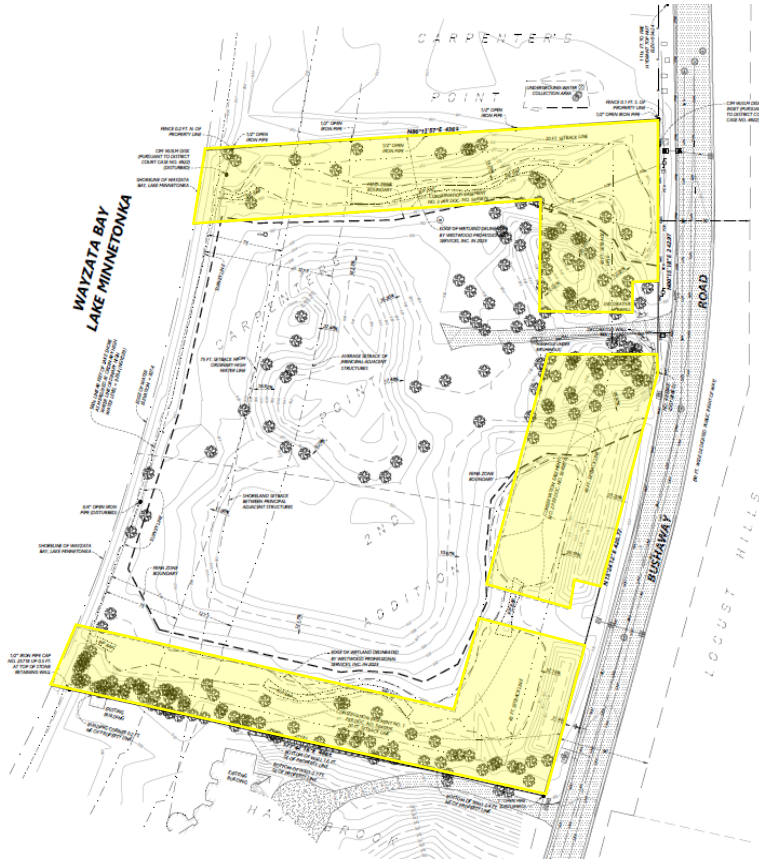
### Site Grading

Following the demolition of the previous residence, the City issued a grading permit in September 2019 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 ordinance, without first obtaining the express approval by the City Council (§916.04.D). Once this threshold has been reached, additional grading/fill must be approved by the City Council.

### Conservation Easement

A 106,108 sq. ft. perpetual conservation easement was granted to Minnehaha Watershed District from the property owner at the time on September 18, 2019. This is a private easement between MCWD and the property owner(s); the City is not party to this agreement. 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 previous home was demolished and the above-mentioned grading work was completed. A portion of the Conservation Easement is attached to the packet. This conservation easement remains intact and will continue to do so with future ownership after successful sale of the properties.

Section 3.4 of the Conservation Easement Agreement requires that the “*Easement Area may not be divided, subdivided, or partitioned without Minnehaha Watershed District approval*”. The Applicant worked directly with the Watershed District to record an amendment to the agreement related to the proposed three lot subdivision. The City required a copy of this amendment with the Application; it is attached to the packet for reference.



### Current Property Conditions

The two properties have remained vacant, with no permitted development or alteration since the 2021 approvals.

### **Proposed Subdivision**

The Applicant is proposing to subdivide the properties into three new single-family lots by preliminary and final plat. The submitted preliminary plat illustrates details of the proposed lots, along with conceptual building pads and topography for each lot. The building pads are provided for conceptual reference purposes only; the exact configurations will be determined at the time of building permit submittal for each future home and must comply with all requirements of the R-1A Zoning District and Shoreland Overlay District.

### Zoning District

The properties are proposed to remain zoned in the R-1A Single Family Estate District. The purpose of this district is to “*provide a district for existing large low density residential*

*and estate-type properties. These properties are distinctive in that they are unusually large in size and frequently include accessory structures, such as accessory dwelling units. This district also allows recreational uses”.*

#### Land Use Designation

The 2040 Comprehensive Plan land use designation for the site is Estate Single Family, This category represents the large estate-type single-family home developments with either direct lakeshore access or close proximity to Lake Minnetonka. Densities within the category range from 0.25 to 0.5 units per acre. The primary residential structure of this category is single-family units.

The proposed subdivision has a density of 0.47, which complies with the Estate Single Family land use designation.

#### Lot Requirements

The proposed lots would meet the minimum lot requirements for the R-1A Zoning District:

|                           | <b>R – 1A<br/>Requirement</b> | <b>Lot 1<br/>(proposed)</b> | <b>Lot 2<br/>(proposed)</b> | <b>Lot 3<br/>(proposed)</b> |
|---------------------------|-------------------------------|-----------------------------|-----------------------------|-----------------------------|
| <b>Lot Size</b>           | 80,000 sq. ft. (min.)         | 89,120 sq. ft.              | 91,878 sq. ft.              | 95,315 sq. ft.              |
| <b>Lot Width</b>          | 200 ft. (min.)                | 203 ft.                     | 243 ft.                     | 205 ft.                     |
| <b>Lot Depth</b>          | 200 ft. (min.)                | 400 ft.                     | 400 ft.                     | 458 ft.                     |
| <b>Lot Coverage</b>       | 10% of lot area (max.)        |                             |                             |                             |
| <b>Impervious Surface</b> | 20% of lot area (max.)        |                             |                             |                             |

Future development and construction of new homes on each lot must also meet the following lot requirements in accordance with the Shoreland Overlay District:

#### **§991.09.D.2.**

*No principal structure or building addition other than a water oriented accessory structure as specified above shall be located closer to the ordinary high water mark than the greater of:*

- a) Seventy-five feet;*
- b) A line which is drawn between the two closest riparian principal structures on either side of a proposed building site;*
- c) The average setback of the two closest riparian principal structures on either side of a proposed building site; or*
- d) The average setback line shall be measured parallel to the ordinary high water level. In all circumstances, the setback shall be established by measuring the distance from the ordinary high water level to that part of the said principal structure that is closest to the lake.*

#### **§991.11.A.1.**

*Impervious surface coverage for lots in all zoning districts shall not exceed 25 percent of the lot area, except as provided below:*

- a) Where appropriate and where structures and practices are in place for the treatment of stormwater runoff and/or prevent stormwater from directly entering a public water in compliance with the Stormwater*

*Management Plan for the City of Wayzata, May 1988 as may be amended, or as approved by the City Engineer, impervious surface coverage may be allowed to exceed 25 percent impervious surface coverage to a maximum of 75 percent on any one site.*

#### Surrounding Lot Sizes

City Code §1003.02.E.7. states that one factor 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.) | Proposed Lot Areas (sq. ft.) |
|-------------------|--------------------|------------------------------|
| 500 Bushaway Road | 52,101*            | <b>Lot 1: 89,120</b>         |
| 523 Bushaway Road | 59,964*            | <b>Lot 2: 91,878</b>         |
| 501 Bushaway Road | 105,349            | <b>Lot 3: 95,315</b>         |
| 433 Bushaway Road | 101,382            |                              |
| 581 Bushaway Road | 78,794*            |                              |
| 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*            |                              |
| <b>Average</b>    | <b>83,145</b>      |                              |

*\*Nonconforming Lot Size*

#### Topography & Grading

A requirement for preliminary plat submission is to depict proposed design features including stipulations for garage floor and basement level elevations of all possible structures on a preliminary or conceptual grading plan. City Ordinance requires the lowest buildable elevation to be a minimum of three feet above the highest known water level for lakefront lots or properties that contain floodplain. Re-grading will be necessary to achieve these minimum floor elevations on each lot regardless of future home design.

Because the previous grading work completed in 2019 altered the natural grade of the property more than two feet, staff recommends future grading on any portion of the site require City Council approval. Should the subdivision be approved, this would mean that any future building permit for new homes on each lot would require review and approval from Council. The City Engineer recommends this condition of approval to address the unique circumstances of these lots and the intent of City Code Section 916.04.D *“Modifications which serve to alter the average and typical natural grade of an individual lot more than two feet shall require the approval of the City Council”*.

#### Tree Preservation

For typical new home construction, tree replacement requirements are evaluated on a lot-by-lot basis. Should the proposed subdivision be approved, each newly created lot will be

responsible for the trees located on individual property and staff will evaluate preservation and replacement plans as ordinarily required with building permit. The Preliminary Plat plan set includes a full site tree inventory and a sample preservation plan to accompany the conceptual grading plan and homes on each lot. Tree removal is expected to occur with future building permits.

#### Stormwater

Should any of the proposed lots exceed 20% impervious surface, a variance will be required. In accordance with the provisions of the Shoreland Overlay District, a builder may be required to implement additional stormwater management measures on the affected lot. Furthermore, each lot exceeding the 20% impervious surface threshold with an approved variance may be required to enter into a Stormwater Management Maintenance Agreement.

#### 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 the 555 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.

The City Engineer noted a potential need for private lift stations on one or more of the proposed lots. This would be evaluated at time of future building permit.

#### Driveway Access

Bushaway Road is County Road 101 under Hennepin County jurisdiction. There is currently one existing curb cut for driveway access on the northern parcel and a second approved curb cut on the southern parcel from the previous plat approval. The proposed subdivision includes three total curb cut openings for driveway access. The County is responsible for final approval for curb cut openings onto County roadways and any work proposed in County right-of-way.

Should the County not approve three curb cut openings onto Bushaway Road, City Code allows the option for joint access through the use of shared curb cuts and access easements, as approved by the City Engineer (§920.05.E.11).

#### Engineering Department Comments

The Engineering Department provided the following comments for this development application:

1. In September of 2019, the City issued a grading permit for this site, approving the maximum amount of grading permissible under City Code Section 916.04.D on this site. Any additional grading on this site requires the approval of the City Council.

2. 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 on the north lot; the sanitary sewer service could potentially serve 2 or 3 lots, but there is only 1 water service at this location. 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.
3. The City will not allow additional services to be connected to City water or sewer mains unless the property owner can illustrate that the existing 2 sets of services described in item 2 above are not viable. If they are not viable, the property owner shall properly abandon the existing services (physically disconnect and cap/plug within 1-foot of the City main) before new service connections are approved.
4. There is an existing Conservation Easement Agreement (amended in 6/2026), between MCWD and the property owner.
5. City Code Section 991.13.A.1 states the following:

*“High Water Elevations. Structures shall be placed in accordance with any floodplain regulations applicable to the site. Where these controls do not exist, the elevation to which the lowest floor, including basement, is placed or flood-proofed shall be determined as follows:*

  - a) For lakes, by placing the lowest floor at a level at least three feet above the highest known water level, or three feet above the ordinary high water level, whichever is higher;*
  - b) For rivers and streams, by placing the lowest floor at least three feet above the flood of record, if data is available. If data is not available, by placing the lowest floor at least three feet above the ordinary high water level, or by conducting a technical evaluation to determine effects of proposed construction upon flood stages and flood flows and to establish a flood protection elevation. Under all three approaches, technical evaluations shall be done by a qualified engineer or hydrologist consistent with Minn. Stats. Parts 6120.500 to 6120.6200 governing the management of floodplain areas. If more than one approach is used, the highest flood protection elevation determined shall be used for placing structures and other facilities; and*
  - c) Water-oriented accessory structures may have the lowest floor placed lower than the determined elevation if the structure is constructed of flood-resistant materials to the elevation, electrical and mechanical equipment is placed above the determined elevation and, if long duration flooding is anticipated, the structure is built to withstand ice action and wind-driven waves and debris.”*

The “highest known” water elevation occurred on 6/23/2014 and is 931.11. Accordingly, the lowest permissible floor elevation for these lots is 934.11.

6. The maximum allowable impervious surface coverage for these lots is 20.0% (per City Code Section 951). Any proposed impervious surface coverage exceeding 20.0% will require a Variance from the City Code.

#### City Forester Comments

The City Forester provided the following comments for this development application:

1. Note that there are quite a few Rapid-Growth Species incorrectly listed as Heritage Trees in the overall tree inventory (Preliminary Plans, pg 7). The project's tree mitigation totals will change once this has been corrected but, in this case, I expect that the net replacement requirements will be lower than what is shown.
2. Some of the trees impacted by grading and lot clearing in 2019 have since declined, died, or uprooted. These are now exempt from replacement requirements. Note that some of these losses are related to the initial site grading, changes to forest exposure, and disrupted soil hydrology.
3. A recommended condition of approval would be to inventory all existing trees in the right-of-way along Bushaway Road. Most of these are not yet large enough to be considered "Significant," but public trees of *any* size will need to be documented and preserved via standard tree protection methods. Any proposed tree removals in the Bushaway right-of-way will be mitigated separately from those described in the existing Tree Preservation Plan.

#### Comments From Impacted Public Agencies

Minnehaha Creek Watershed District reviewed the proposal at the Applicant's request and approved the amendment to the Conservation Easement which permits the possible subdivision of the easement area. City staff reached out the District for additional comment on the Application and has not received a response as of the time of publishing the packet.

Hennepin County provided the following preliminary comments on the Application. A formal plat review response is forthcoming, which will include final comments and any conditions for approval from the County.

- The Property must be designed such that all ponding on site shall not enter Hennepin County right-of-way.
- County staff asked if there will be a culvert to perpetuate the drainage from the existing pond to the area listed as "Existing Flood Plain Mitigation Area" on the plans. If not, is there any concern about a higher normal water level in the existing pond?
- County staff will consider side-by-side access appropriate, citing challenges with a shared driveway.
- County staff expressed concerns with sight distance for southern driveway, staff will take a closer look to ensure safety for those using the access.

City Response to Hennepin County Comments: The existing flood plain management areas are located within the Conservation Easement administered by MCWD. The areas were designed to anticipate and manage flood plain across the site. Staff does not have concerns about higher than normal water levels in the existing pond and should such a circumstance occur, the property owner will be responsible for working with MCWD to modify the easement area if necessary.

## **Analysis of Application Requests**

### Subdivision (§1001.02)

The City's Subdivision Ordinance regulates blocks, lots, easements, park dedication, sidewalks, streets, and utilities. No new blocks are created with this proposal. The proposed lots and utilities meet all of the standards of the Subdivision Ordinance.

### Easements

The Applicant will need to provide standard drainage and utility easements adjacent to all new property lines which are shown in the plan set submitted with the Application.

### Park Dedication (§1006.15)

As a prerequisite to final plat approval, applicants for a subdivision of land shall dedicate land for parks, playgrounds, public open spaces or trails and/or shall make a cash contribution to the City's Park Fund. When a subdivision is too small for practical dedication of public land, the applicant may be required to pay an equivalent cash fee for all or part of the portion to be dedicated based on the fair market value of the land on the day of the final plat approval.

The proposed subdivision would result in the creation of one additional lot, subject to a cash-in-lieu Park Dedication fee. The remaining two lots created by this development would be considered existing and not subject to Park Dedication.

## **Standards of Planning Commission Review of Application Requests**

### Subdivision Planning Commission Criteria (§1003.02.E)

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 Chapter 909 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.

## **Action Steps**

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

## **Attachments**

1. Applicant Narrative
2. Preliminary Plat Plan Set
  - a. Certificate of Survey (existing conditions)
  - b. Proposed Preliminary Plat
  - c. Conceptual Grading, Drainage and Erosion Control Plan
  - d. Conceptual Utility Plan

- e. Conceptual Tree Preservation Plan
- f. Conceptual Tree Mitigation Plan, Notes and Details
- 3. Proposed Final Plat
- 4. Copy of Amendment to Conservation Easement, recorded June 3, 2026
- 5. Excerpt of Conservation Easement by Lake Properties, LLC to Minnehaha Creek Watershed District, recorded September 18, 2019

### **Applicable Code Provisions for Review**

Staff has analyzed the facts provided by the applicant in comparison with the criteria for approval. Listed below are additional code provisions to review as part of this development application.

#### Subdivision Purpose (§1001.02.A):

- 1. To encourage well planned, efficient and attractive subdivisions, by establishing adequate and impartial standards for design and construction.
- 2. To provide for the health and safety of residents, by requiring properly designed streets and adequate sewer and water service.
- 3. To place the cost of improvements against those benefiting from their construction
- 4. To secure the rights of the public with respect to public lands and waters.
- 5. To set the minimum requirements necessary to protect the public health, safety, comfort, convenience and general welfare.

#### Subdivision Goals (§1001.02.B):

- 1. Preserve and enhance Wayzata's "small town" character (Comprehensive Plan).
- 2. Respect the existing scale, character and pattern of the City, recognizing existing neighborhoods and commercial areas (Wayzata Physical Plan).
- 3. Provide a balanced housing supply available for all people no matter their income, age, race or ethnicity (Comprehensive Plan).
- 4. Support a pedestrian environment at a human, not automotive scale (Wayzata Physical Plan).
- 5. Relate development/redevelopment to the natural characteristics of the land to enhance the development through the preservation of attractive natural amenities (i.e., lakes, wetlands, creeks, wooded areas, slopes, etc.) (Comprehensive Plan).

**EXHIBIT B**  
**DESCRIPTION OF PROJECT**

Applicant seeks to re-plat the current two lots of Carpenter's Point 2<sup>nd</sup> Addition into three lots. Both properties are encumbered by a Conservation Easement dated September 18, 2019, recorded September 18, 2019, as Document Number T05645876 in the Office of the Registrar of Titles of Hennepin County, Minnesota (the "Conservation Easement"), granted by Owner's predecessor-in-interest, Lake Properties, LLC, a Delaware limited liability company ("Prior Owner"), to the Minnehaha Creek Watershed District (the "District"). Applicant acquired the properties from Prior Owner on March 5, 2021.

The District approved Applicant's request to amend the Conservation Easement to allow the re-plat of the properties into three (3) lots at its meeting on April 23, 2026.

Applicant hereby submits its application for preliminary and final plat approval.

# PRELIMINARY PLANS

FOR

## PRELIMINARY PLAT, GRADING, UTILITIES, TREE PRESERVATION AND LANDSCAPE

FOR

### 535-555 BUSHAWAY RD

WAYZATA, MN

PREPARED FOR:

**BUSHAWAY HOLDINGS, LLC**

225 SOUTH SIXTH STREET, SUITE 2900

MINNEAPOLIS, MN 55402

CONTACT: NATHAN BRANDENBURG

PHONE: ----

EMAIL: NATHAN.BRANDENBURG@MASLON.COM

PREPARED BY:



Phone (952) 937-5150 12701 Whitewater Drive, Suite #300  
Toll Free (888) 937-5150 Minnetonka MN, 55343  
westwoodps.com

Westwood Professional Services, Inc.

PROJECT NUMBER: 0029468.03

CONTACT: NICHOLAS MEYER



Vicinity Map  
(NOT TO SCALE)

#### SHEET LIST

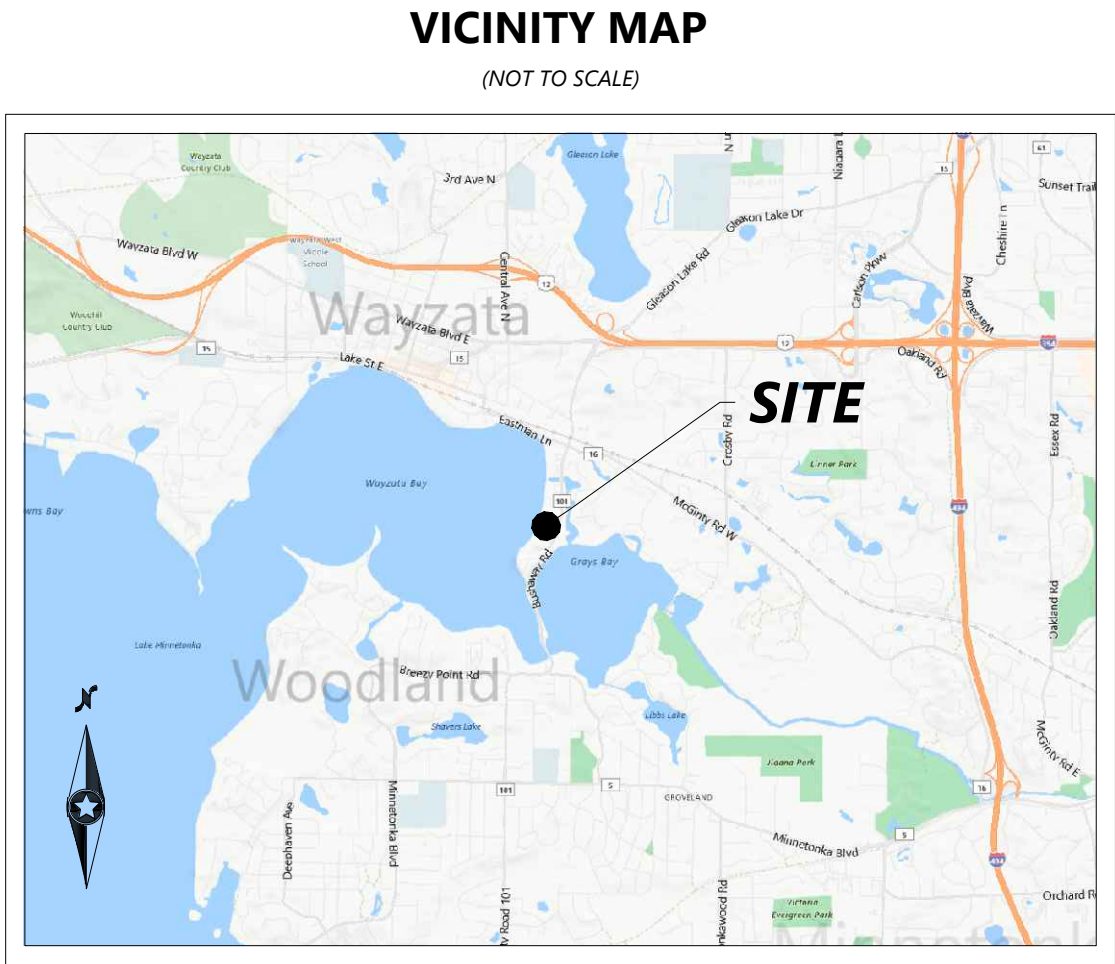
| SHEET NUMBER | SHEET TITLE                                 |
|--------------|---------------------------------------------|
| 01           | COVER                                       |
| 02           | CERTIFICATE OF SURVEY (EXISTING CONDITIONS) |
| 03           | PRELIMINARY PLAT                            |
| 04           | GRADING, DRAINAGE, AND EROSION CONTROL PLAN |
| 05           | UTILITY PLAN                                |
| 06           | OVERALL TREE PRESERVATION PLAN              |
| 07           | TREE PRESERVATION DATA                      |
| 08           | OVERALL TREE MITIGATION PLAN                |
| 09           | TREE MITIGATION NOTES & DETAILS             |

| NO. | DATE     | REVISION      | SHEETS |
|-----|----------|---------------|--------|
| 01  | 06/25/26 | CITY COMMENTS | ALL    |
|     | .        | .             |        |
|     | .        | .             |        |
|     | .        | .             |        |
|     | .        | .             |        |
|     | .        | .             |        |
|     | .        | .             |        |
|     | .        | .             |        |
|     | .        | .             |        |

#### PRELIMINARY PLANS

FOR  
PRELIMINARY PLAT, GRADING,  
UTILITIES, TREE PRESERVATION AND  
LANDSCAPE  
FOR  
535-555 BUSHAWAY RD  
WAYZATA, MN

INITIAL SUBMITTAL DATE: 06/10/26 SHEET: 01 OF 09



#### LEGEND

- FOUND MONUMENT (SEE LABEL)
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN BEEHIVE
- CATCH BASIN
- HYDRANT
- GATE VALVE
- CURB STOP BOX
- WELL
- ELECTRIC BOX
- POWER POLE
- ELECTRIC METER
- 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

#### LEGAL DESCRIPTION

Parcel 1:  
Lot 1, Block 1, Carpenters Point 2nd Addition, Hennepin County, Minnesota  
Registered Property as evidenced by Certificate of Title No. 1518679.  
Parcel 2:  
Lot 2, Block 1, Carpenters Point 2nd Addition, Hennepin County, Minnesota  
Registered Property as evidenced by Certificate of Title No. 1602127

#### GENERAL NOTES

- Bearings of property lines shown hereon are based on the Hennepin County coordinate system, (NAD 1983 - 1986 Control Adjustment).
- Lengths of lines and distances between features are measured in US-Survey Feet.
- Elevations and ground contours shown hereon are relative to the NGVD 1929 vertical datum. Benchmark: Top Nut Hydrant, 111 ± feet northerly of the northeast corner of surveyed property. Elevation=934.24.
- This survey was prepared using Old Republic National Title Insurance Company Title Commitment Number ORTE749811, having an effective date of April 22, 2026 at 7:00 A.M.
- The address of the surveyed property is 535 & 555 Bushaway Road, Wayzata, Minnesota.
- Subject property appears to be classified as Zones X & AE when scaled from Flood Insurance Rate Map Community - Panel Number 27053C0328F dated 11/4/2016. The subject property is also subject to FEMA LOMR-F Case Number 21-05-1010A dated February 4, 2021. The revised flood zone boundary has been shown per the legal description in said case.
- Subject property contains 276,313± Sq. Ft. or 6.34± acres.
- Subject property is currently zoned R-1A: Single Family Residence  
Setbacks:  
Front = 45 Feet,  
Side = 20 Feet,  
Lake = 75 Feet  
B) A line which is drawn between the two closest riparian principal structures on either side of a proposed building site  
C) The average setback of the two closest riparian principal structures on either side of a proposed building site
- The Wetland Delineation lines shown hereon are per a 2023 delineation performed by Westwood Professional Services.

#### IMPERVIOUS SURFACE

Asphalt Area = 2,656 Sq. Ft.  
Total Area = 276,313 Sq. Ft.  
Coverage = 0.010%

DESIGNED: \_\_\_\_\_  
CHECKED: MIW  
DRAWN: ACW  
HORIZONTAL SCALE: 40'

INITIAL ISSUE: 06/10/2026  
REVISIONS:

PREPARED FOR:

Bushaway Holdings, LLC

I HEREBY CERTIFY THAT THIS PLAN 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.  
MATTHEW WELINSKI  
DATE: 6/10/2026 LICENSE NO. 53596

**Westwood**

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300  
Fax (952) 937-5822 Minnetonka, MN 55343  
Toll Free (888) 937-5150 westwoodps.com  
Westwood Professional Services, Inc.

535 & 555 BUSHAWAY ROAD  
WAYZATA, MN

CERTIFICATE OF SURVEY

SHEET NUMBER:

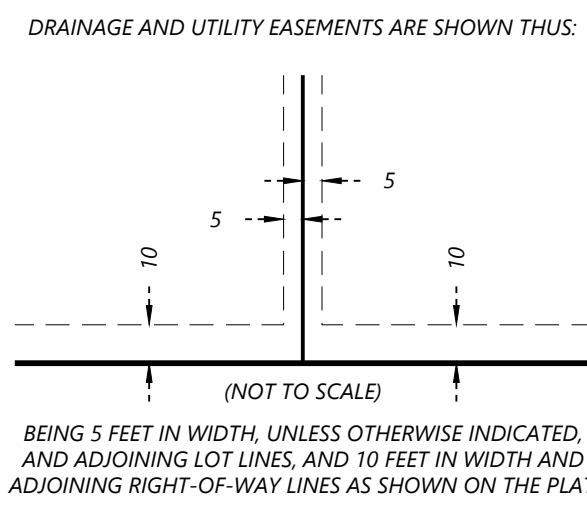
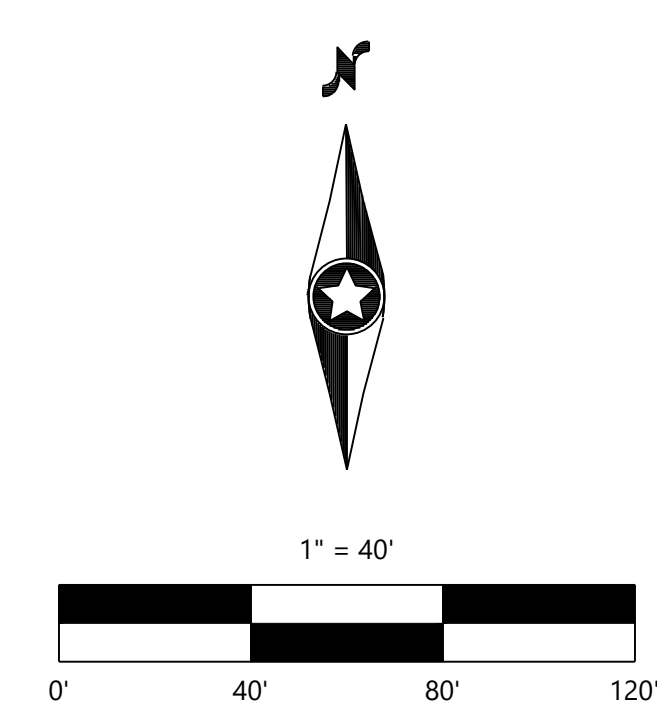
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OF

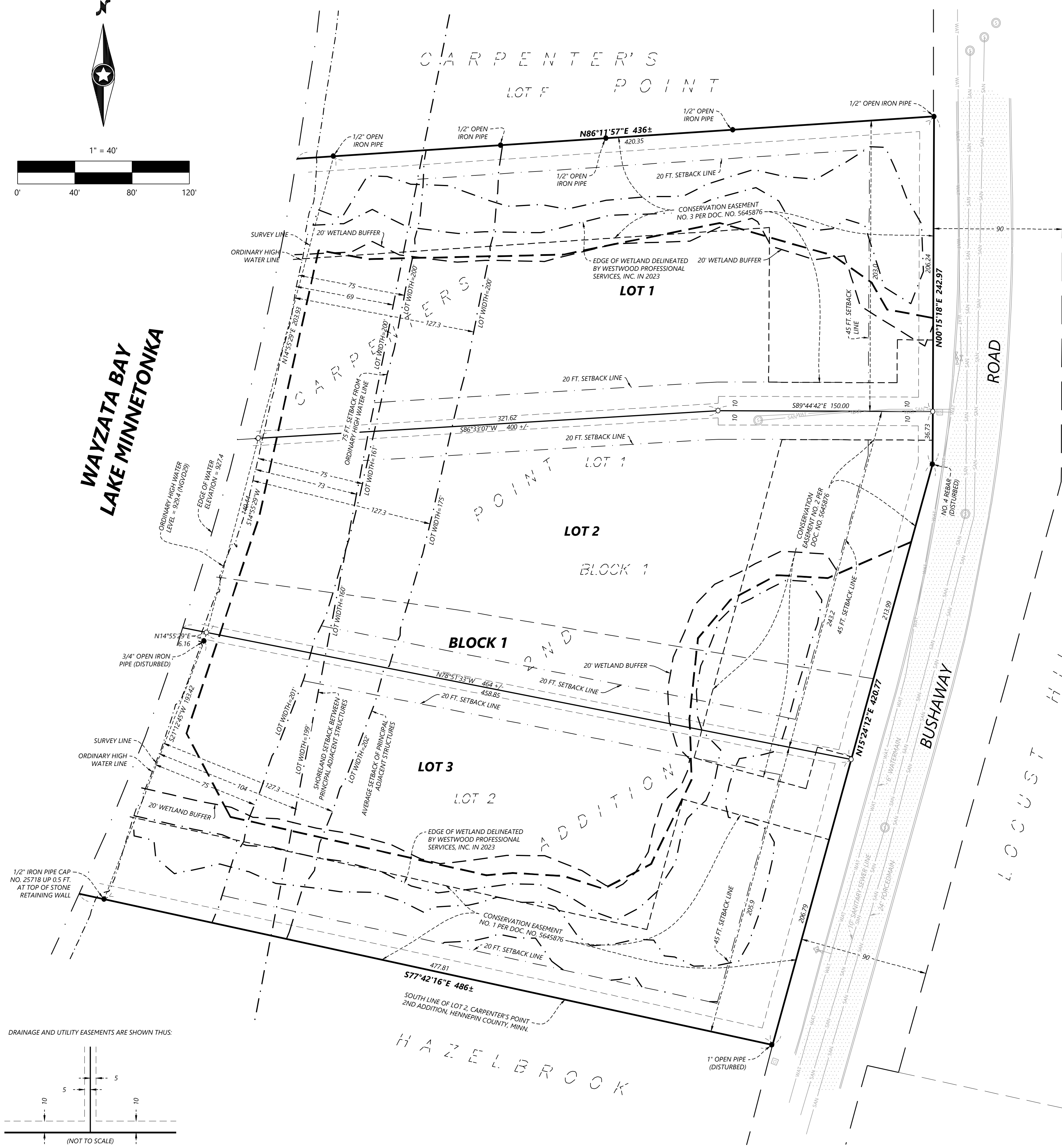
9

PROJECT NUMBER: 0029468.03

DATE: 06/23/2026



BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT



### EXISTING LEGAL DESCRIPTION

Parcel 1:  
Lot 1, Block 1, Carpenters Point 2nd Addition, Hennepin County, Minnesota  
Registered Property as evidenced by Certificate of Title No. 1518679.

Parcel 2:  
Lot 2, Block 1, Carpenters Point 2nd Addition, Hennepin County, Minnesota  
Registered Property as evidenced by Certificate of Title No. 1518680

### PROPOSED LEGAL DESCRIPTION

Lot 1, Block 1, Carpenters Point 3rd Addition, Hennepin County, Minnesota  
Lot 2, Block 1, Carpenters Point 3rd Addition, Hennepin County, Minnesota  
Lot 3, Block 1, Carpenters Point 3rd Addition, Hennepin County, Minnesota

### GENERAL NOTES

- Bearings of property lines shown hereon are based on the Hennepin County coordinate system, (NAD 1983 - 1986 Control Adjustment).
- Lengths of lines and distances between features are measured in US-Survey Feet.
- Elevations and ground contours shown hereon are relative to the NGVD 1929 vertical datum. Benchmark: Tap Nut Hydrant. 111 ± feet northerly of the northeast corner of surveyed property. Elevation=934.24.
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- Subject property contains 276,313± Sq. Ft. or 6.34± acres.
- Subject property is currently zoned R-1A: Single Family Residence  
Setbacks:  
Front = 45 Feet,  
Side = 20 Feet,  
Lake = A) 75 Feet  
B) A line which is drawn between the two closest riparian principal structures on either side of a proposed building site  
C) The average setback of the two closest riparian principal structures on either side of a proposed building site
- The Wetland Delineation lines shown hereon are per a 2023 delineation performed by Westwood Professional Services.

### EXISTING LOT AREA

| LEGAL DESCRIPTION | LOT AREA (SQ.FT.)  | LOT AREA (ACRE) |
|-------------------|--------------------|-----------------|
| LOT 1             | 157,685 SQ.FT. +/- | 3.62 AC. +/-    |
| LOT 2             | 118,628 SQ.FT. +/- | 2.72 AC. +/-    |
| TOTAL             | 276,313 SQ.FT. +/- | 6.34 AC. +/-    |

### PROPOSED LOT AREA

| LEGAL DESCRIPTION | LOT AREA (SQ.FT.)  | LOT AREA (ACRE) | LOT AREA (CONSERVATION EASEMENT) |
|-------------------|--------------------|-----------------|----------------------------------|
| LOT 1             | 89,120 SQ.FT. +/-  | 2.04 AC. +/-    | 1.06 AC. +/-                     |
| LOT 2             | 91,878 SQ.FT. +/-  | 2.11 AC. +/-    | 1.57 AC. +/-                     |
| LOT 3             | 95,315 SQ.FT. +/-  | 2.19 AC. +/-    | 1.26 AC. +/-                     |
| TOTAL             | 276,313 SQ.FT. +/- | 6.34 AC. +/-    | 3.89 AC. +/-                     |

Units per acre:  
Number of lots = 3  
Total Acres = 6.34  
Units per acre = 0.47

### LEGEND

- FOUND MONUMENT (SEE LABEL)
- SANITARY MANHOLE
- ⊕ HYDRANT
- ⌵ GATE VALVE
- CURB STOP BOX
- SAN — SANITARY SEWER
- WAT — WATERMAIN
- CURB & GUTTER
- BITUMINOUS SURFACE

### OWNER/APPLICANT:

Bushaway Holdings, LLC  
c/o Mason LLP  
225 South Sixth Street, Suite 2900  
Minneapolis, MN 55402  
  
Contact:  
Nathan Brandenburg  
(612) 672-8320  
nathan.brandenburg@mason.com

### SURVEYOR

Matt Welinski  
(952) 937-5150  
Westwood Professional Services, Inc.  
12701 Whitewater Dr. Suite #300  
Minnetonka, Minnesota 55343

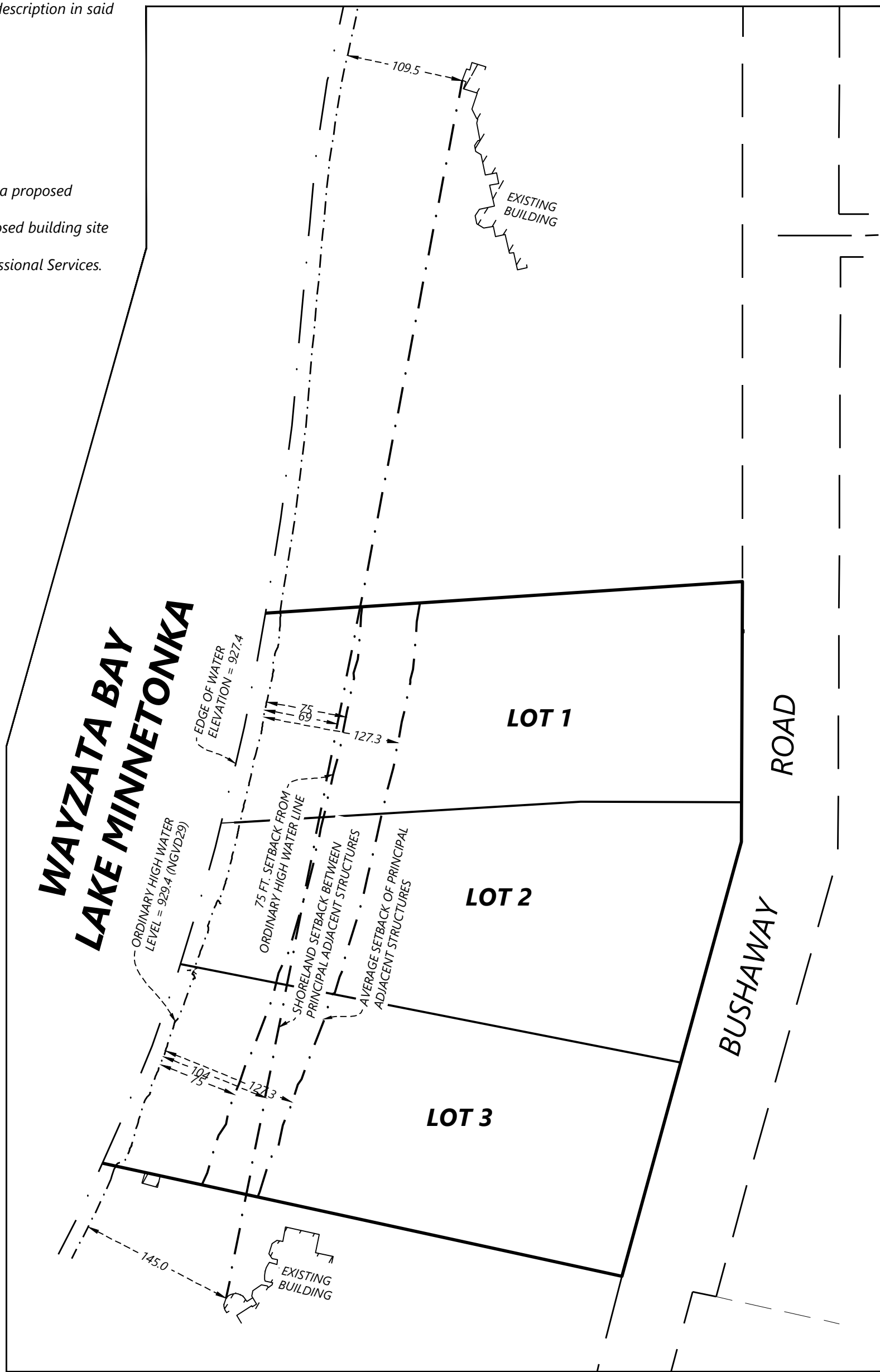
### ENGINEER

Ryan Blum  
(952) 937-5150  
Westwood Professional Services, Inc.  
12701 Whitewater Dr. Suite #300  
Minnetonka, Minnesota 55343

### VICINITY MAP (NOT TO SCALE)



### LAKESHORE SETBACK DETAIL



DESIGNED: \_\_\_\_\_  
CHECKED: MIW  
DRAWN: ACW  
HORIZONTAL SCALE: 40'

INITIAL ISSUE: 06/10/2026  
REVISIONS:

PREPARED FOR:

Bushaway Holdings, LLC

I HEREBY CERTIFY THAT THIS PLAN 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

*Matthew Welinski*  
MATTHEW WELINSKI  
DATE: 6/10/2026 LICENSE NO. 53596

**Westwood**

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Fax (952) 937-5822 Minnetonka, MN 55343  
Toll Free (888) 937-5150 [westwoodps.com](http://www.westwoodps.com)  
Westwood Professional Services, Inc.

535 & 555 BUSHAWAY ROAD  
WAYZATA, MN

PRELIMINARY PLAT

SHEET NUMBER:

03

OF

9

DATE: 06/23/2026

0029468.03

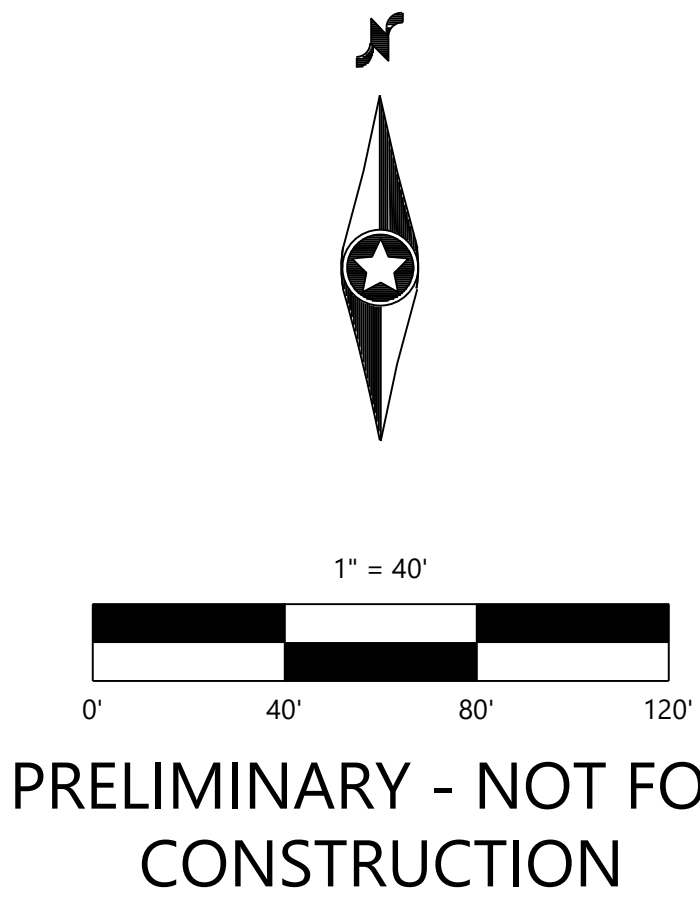
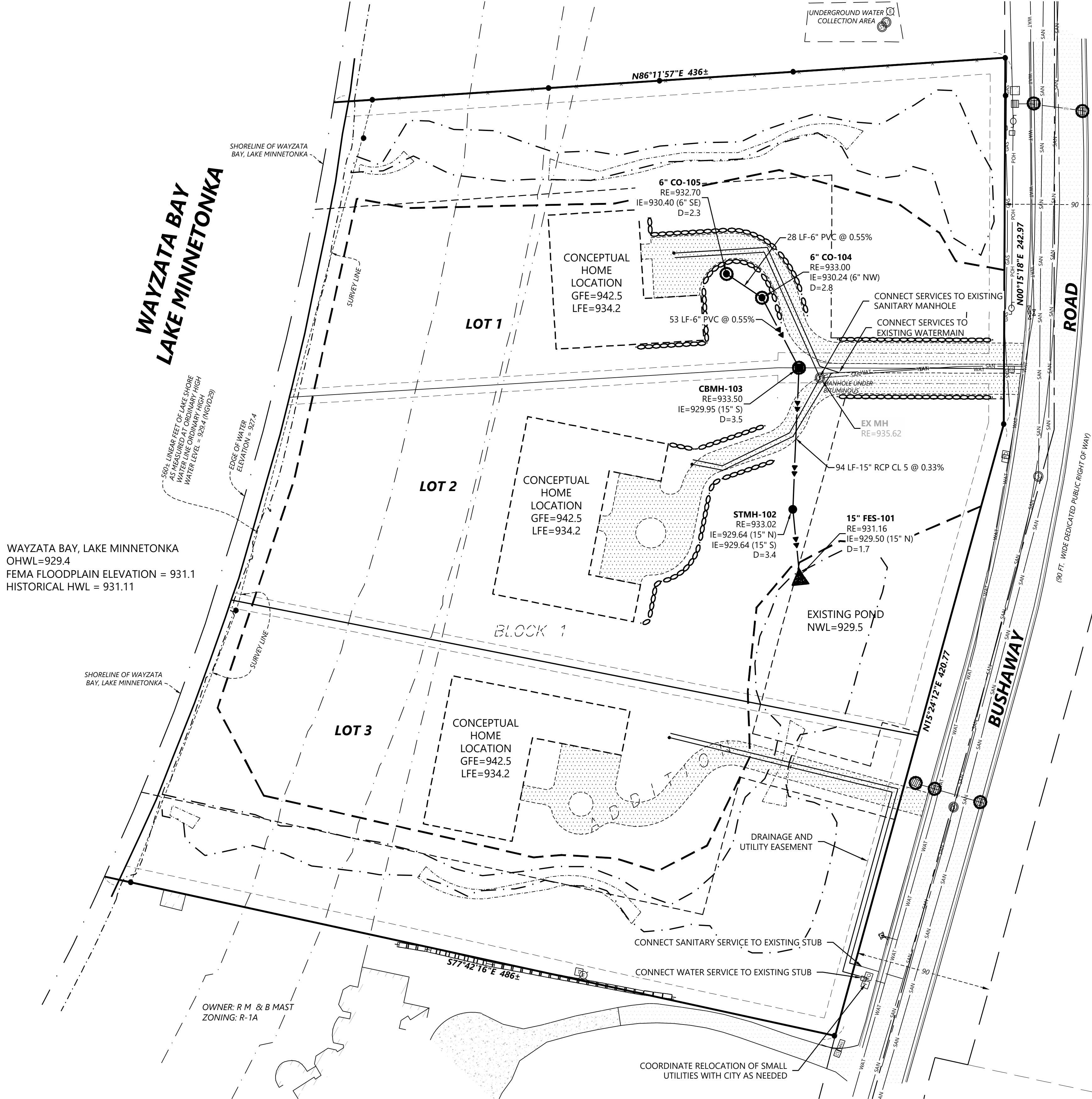


OVERALL UTILITY LEGEND

| EXISTING | PROPOSED | FUTURE |                |
|----------|----------|--------|----------------|
| SAN      | SAN      | SAN    | SANITARY SEWER |
| STO      | STO      | STO    | STORM SEWER    |
| DT       | DT       | DT     | DRAIN TILE     |
| WAT      | WAT      | WAT    | WATER MAIN     |
| WAT      | WAT      | WAT    | HYDRANT        |

GENERAL UTILITY NOTES

1. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OF ANY DIFFERENCES.
2. UNLESS OTHERWISE NOTED, ALL MATERIALS, CONST. TECHNIQUES AND TESTING SHALL CONFORM TO THE 2023 ED. OF THE "STANDARD UTILITIES SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION BY THE CITY ENGINEERING ASSOCIATION OF MINN." AND TO THE "STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION" MINN. DEPT. OF TRANS., 2020 EDITION AND SUPPLEMENTAL SPECIFICATIONS SEPTEMBER 2022. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY.
3. THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE OF THE PROPERTY LIMITS.
4. VERIFY EXISTING INVERT LOCATION & ELEVATION PRIOR TO BEGINNING CONSTRUCTION.
5. THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.



PRELIMINARY - NOT FOR  
CONSTRUCTION

DESIGNED: -----  
CHECKED: -----  
DRAWN: -----  
HORIZONTAL SCALE: 40'  
VERTICAL SCALE: 8' OR 4'

INITIAL ISSUE: 06/10/26  
REVISIONS:  
06/25/26 CITY COMMENTS  
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PREPARED FOR:  
**BUSHAWAY HOLDINGS, LLC**  
225 SOUTH SIXTH STREET, SUITE 2900  
MINNEAPOLIS, MN 55402

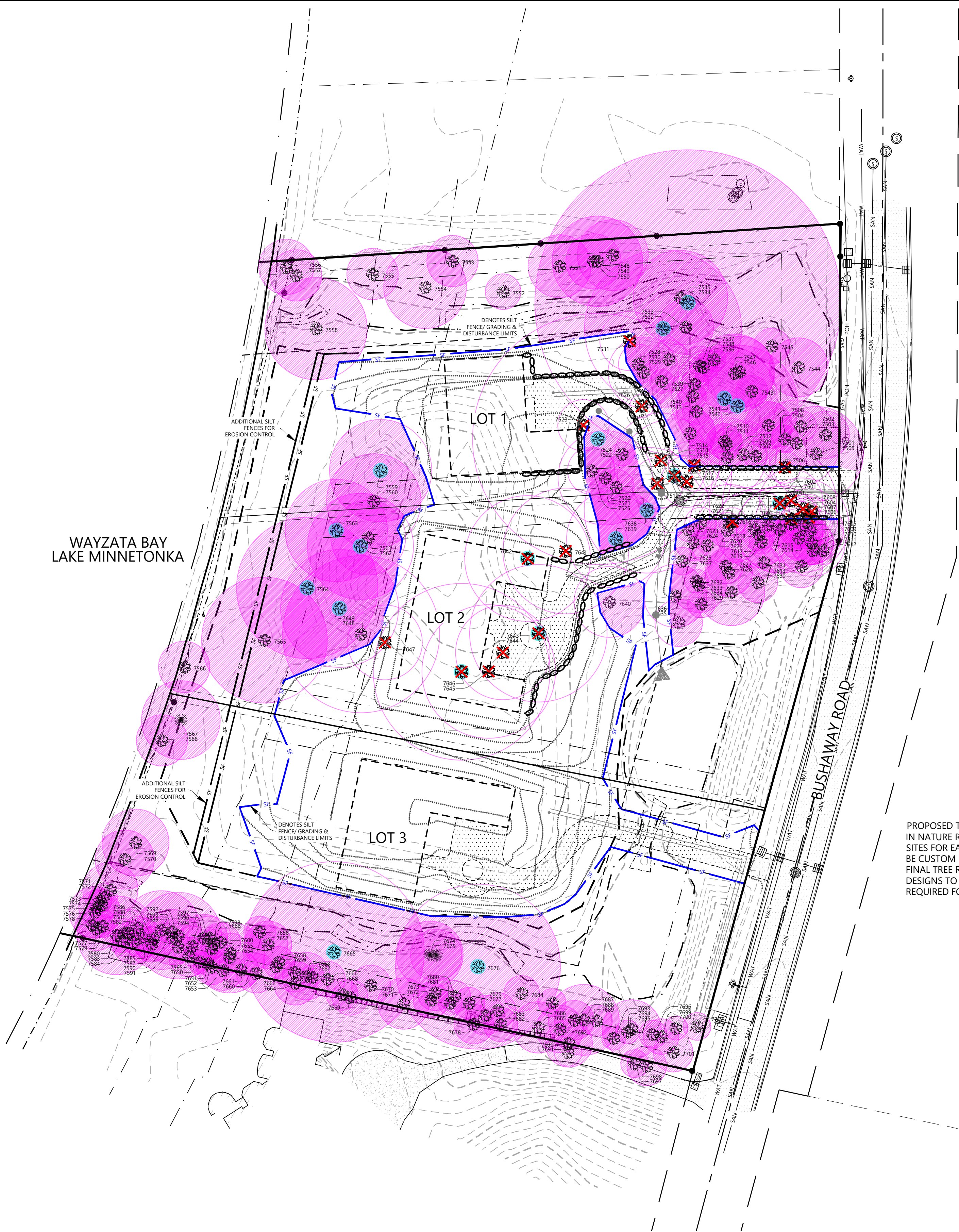
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME  
OR UNDER MY DIRECT SUPERVISION AND THAT I AM A  
DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS  
OF THE STATE OF MINNESOTA  
**RYAN BLUHM**  
DATE: 06/25/26 LICENSE NO. 41257

**535-555 BUSHAWAY RD**  
WAYZATA, MN

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

UTILITY PLAN

SHEET NUMBER:  
**05** OF **09**  
DATE: 06/25/26  
PROJECT NUMBER: 0029468.03



TREE PRESERVATION REQUIREMENTS

DECIDUOUS TREE:  
A WOODY PLANT WHICH HAS A DEFINED CROWN, AND WHICH LOSES LEAVES ANNUALLY.

CONIFEROUS TREE:  
A WOODY PLANT BEARING SEEDS AND CONES OFTEN TIMES, BUT NOT ALWAYS, RETAINING FOLIAGE THROUGHOUT THE YEAR.

CRITICAL ROOT ZONE:  
THE AREA AROUND A TREE MEASURED FROM THE TRUNK OF THE TREE WITH A RADIUS THAT IS EQUAL TO 1.5 FEET FOR EACH ONE INCH OF DBH TREE.

HEALTHY TREE:  
A TREE THAT IS IN AVERAGE OR BETTER CONDITION AND VITALITY FOR THE AREA, AS DETERMINED BY THE CITY FORESTER.

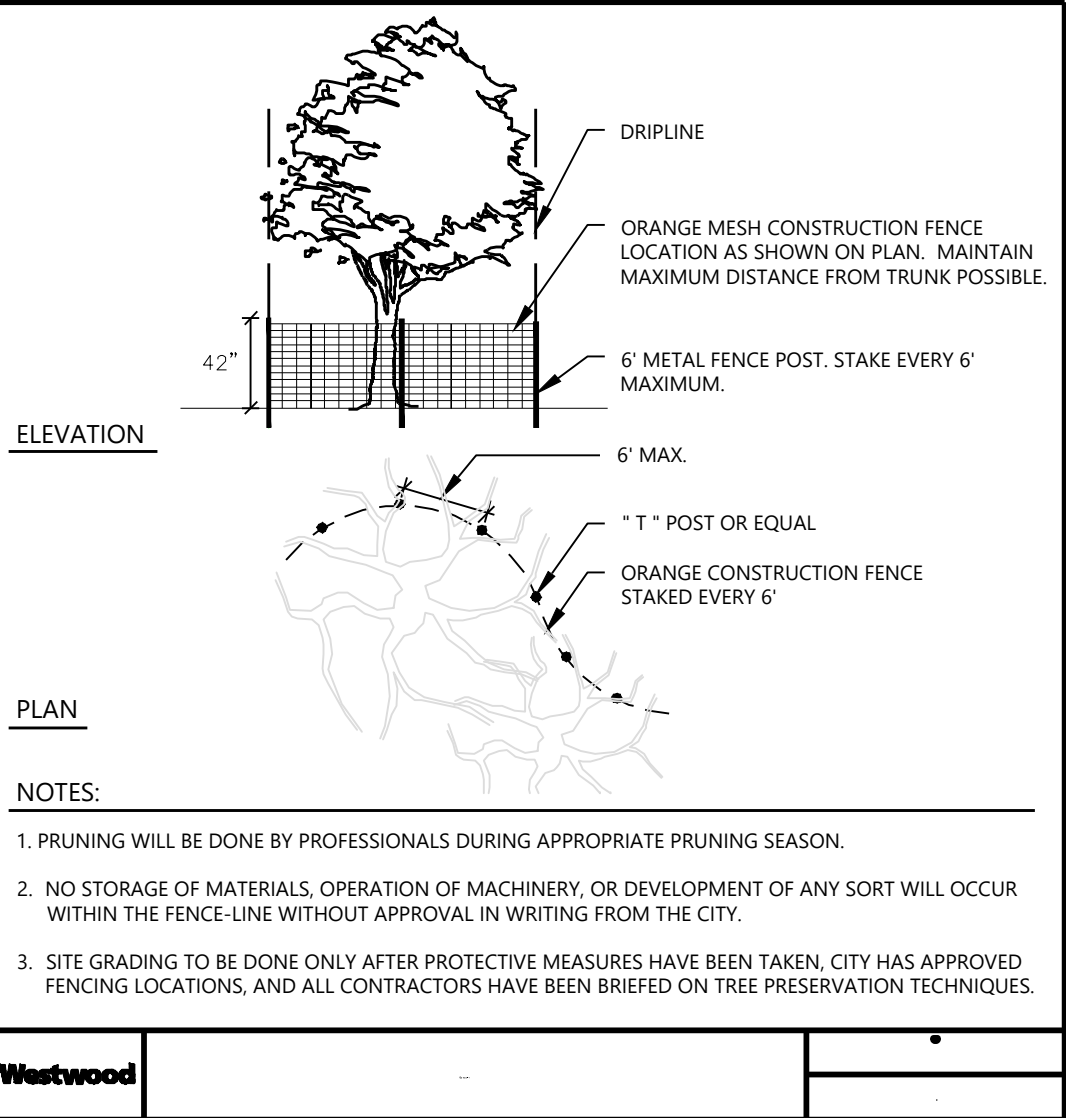
HERITAGE TREE:  
A HEALTHY STANDARD-GROWTH TREE, HEALTHY CONIFEROUS TREE, OR A HEALTHY AMERICAN ELM TREE THAT IS 25 INCHES OR GREATER IN DBH.

SIGNIFICANT TREES:  
A HEALTHY STANDARD-GROWTH TREE THAT IS 6 INCHES OR GREATER IN DBH, A HEALTHY RAPID-GROWTH TREE THAT IS 12 INCHES OR GREATER IN DBH, OR A HEALTHY CONIFEROUS TREE THAT IS 12 FEET OR GREATER IN HEIGHT OR 12 INCHES OR GREATER IN DBH.

936.06 TREE REPLACEMENT THRESHOLDS:  
THE FOLLOWING TREE REMOVAL THRESHOLDS SHALL APPLY TO ALL SUBDIVISIONS, PUBLIC INFRASTRUCTURE PROJECTS, AND CONSTRUCTION OF SINGLE-FAMILY HOMES:  
(1) HERITAGE TREES: HERITAGE TREES ARE VALUED AND SPECIAL AND SPECIAL TREES FOR THE CITY OF WAYZATA DUE TO THEIR SIZE AND AGE. ALL PRACTICAL MEASURES MUST BE TAKEN TO PRESERVE HERITAGE TREES. HERITAGE TREE REMOVAL MAY OCCUR ONLY WHEN THERE IS NOT A PRACTICAL ALTERNATIVE. THERE SHALL BE A ZERO PERCENT REMOVAL THRESHOLD OF HERITAGE TREES, MEANING EVERY DBH INCH OF HERITAGE TREE REMOVED REQUIRES FULL REPLACEMENT IN ACCORDANCE WITH THE STANDARDS OF SECTION 936.09, IN ADDITION TO ANY OTHER REQUIREMENTS HEREUNDER.  
(2) SIGNIFICANT TREES: ALTHOUGH THE CITY ENCOURAGES PRESERVATION OF THE MAXIMUM AMOUNT OF TREES POSSIBLE, THE CITY RECOGNIZES THAT A CERTAIN AMOUNT OF SIGNIFICANT TREE REMOVAL IS SOMETIMES NECESSARY DURING DEVELOPMENT. ACCORDINGLY, 25 PERCENT OF THE EXISTING DBH INCHES OF SIGNIFICANT TREES CAN BE REMOVED PURSUANT TO A TREE PRESERVATION PLAN WITHOUT OBLIGATION OF REPLACEMENT. ANY TREE REMOVAL BEYOND 25 PERCENT WILL REQUIRE REPLACEMENT IN ACCORDANCE WITH THE STANDARDS OF SECTION 936.09.  
(3) PUBLIC INFRASTRUCTURE: THE CITY COUNCIL MAY WAIVE THE TREE REPLACEMENT REQUIREMENTS OF THIS SECTION PUBLIC INFRASTRUCTURE PROJECTS IF THE CITY COUNCIL MAKES A FINDING THAT THE TREE REPLACEMENT REQUIREMENT WOULD CREATE AN UNDUE FINANCIAL OR OTHER BURDEN ON THE PROJECT, AND THE PUBLIC BENEFITS OF THE PUBLIC INFRASTRUCTURE PROJECT OUTWEIGH THE BENEFITS OF THE REQUIRED TREE REPLACEMENT. ALL PUBLIC INFRASTRUCTURE PROJECTS SHALL OTHERWISE ADHERE TO THE STANDARDS OF THIS CHAPTER, EXCEPT FOR SECTION 936.11.

936.09 TREE REPLACEMENT:  
A. TREE REPLACEMENT FORMULA: REPLACEMENT OF REMOVED OR DISTURBED TREES IN EXCESS OF THE PERCENTAGE ALLOWED UNDER SECTION 936.06 SHALL BE ACCORDING TO THE FOLLOWING RATIOS:  
(1) ALL SIGNIFICANT TREES SHALL BE REPLACED AT THE RATIO OF ONE CALIPER INCH PER ONE INCH OR DBH REMOVED.  
(2) ALL HERITAGE TREES REMOVED IN CONNECTION WITH THE PROJECT LISTED IN SECTIONS 936.06 A AND 936.06 B SHALL BE REPLACED AT THE RATIO OF TWO CALIPER INCHES PER ONE INCH OF DBH REMOVED. HERITAGE TREES REMOVED IN CONNECTION WITH A PROJECT NOT LISTED IN SECTIONS 936.06 A OR 936.06 B SHALL BE REPLACED AT A RATIO OF ONE INCH TO ONE INCH DBH REMOVED.  
(3) THE HEIGHT OF CONIFEROUS TREES SHALL COUNT TOWARDS THE CALIPER OF TREE REPLACEMENT OR TREE REMOVAL AS FOLLOWS: A FOUR TO SIX FOOT TALL CONIFEROUS TREE SHALL BE EQUIVALENT TO TWO CALIPER INCHES OF TREE REPLACEMENT. FOR EVERY TWO FOOT RANGE IN ADDITIONAL CONIFEROUS TREE HEIGHT, ABOVE SIX FEET, ONE ADDITIONAL CALIPER INCH SHALL BE COUNTED TOWARDS TREE REPLACEMENT.

TREE PROTECTION DETAIL

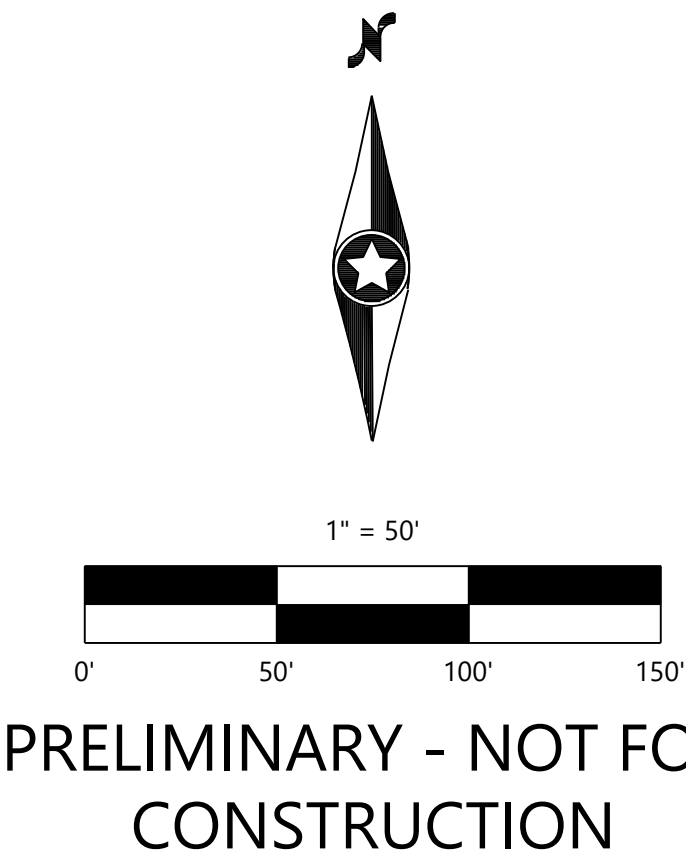


LEGEND

- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING DECIDUOUS TREE TO BE REMOVED
- EXISTING CONIFEROUS TREE TO REMAIN
- EXISTING CONIFEROUS TREE TO BE REMOVED
- CRITICAL ROOT ZONE AREA
- UNDISTURBED CRITICAL ROOT ZONE AREA
- HERITAGE TREE
- DENOTES SILT FENCE / GRADING & DISTURBANCE LIMIT

TREE PRESERVATION CALCULATIONS

| TREE PRESERVATION CALCULATIONS                             |                |
|------------------------------------------------------------|----------------|
| TOTAL ON-SITE SIGNIFICANT HEALTHY CALIPER INCHES           | 2,566 CAL. IN. |
| TOTAL ON-SITE SIGNIFICANT HEALTHY CALIPER INCHES SAVED     | 2,188 CAL. IN. |
| TOTAL ON-SITE SIGNIFICANT HEALTHY CALIPER INCHES REMOVED   | 378 CAL. IN.   |
| ALLOWABLE TREE REMOVAL - HERITAGE TREE                     | 0%             |
| ALLOWABLE TREE REMOVAL - SIGNIFICANT TREE                  | 25%            |
| 0.25 x 1,886 CAL. IN. = 466.5 CAL. IN.                     |                |
| SIGNIFICANT - EXCESS TREE REMOVAL                          | 0 CAL. IN.     |
| 208 CAL. IN. REMOVED - 466.5 CAL. IN. ALLOWED = 0 CAL. IN. |                |
| HERITAGE - TREE REMOVAL                                    | 170 CAL. IN.   |
| TREE REPLACEMENT - HERITAGE TREE                           | 340 CAL. IN.   |
| 2 CAL. IN. X 170 CAL. IN. = 340 CAL. IN.                   |                |
| TREE REPLACEMENT - SIGNIFICANT TREE                        | 0 CAL. IN.     |
| 1 CAL. IN. PER 1 CAL. IN. REMOVED                          |                |



DESIGNED: ----  
CHECKED: ----  
DRAWN: ----  
HORIZONTAL SCALE: 49.999998"  
VERTICAL SCALE: 10' OR 5'

INITIAL ISSUE: 06/10/26  
REVISIONS:  
△ 06/25/26 CITY COMMENTS  
△  
△  
△  
△

PREPARED FOR:  
**BUSHAWAY HOLDINGS, LLC**  
225 SOUTH SIXTH STREET, SUITE 2900  
MINNEAPOLIS, MN 55402

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA  
*Nicholas Meyer*  
NICHOLAS MEYER  
DATE: 06/25/26 LICENSE NO. 53774

**535-555 BUSHAWAY RD**  
WAYZATA, MN

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

OVERALL TREE  
PRESERVATION PLAN

SHEET NUMBER:  
**06** OF **09**  
PROJECT NUMBER: 0029468.03 DATE: 06/25/26

| TREE TAG | SPECIES             | LOT | SIZE (DBH.) | MULTI-STEM | CRITICAL ROOT ZONE | % ROOT ZONE SAVED | ROOT ZONE AREA SAVED | NOTES                                                        | TREE TYPE  | HERITAGE | STATUS                  |
|----------|---------------------|-----|-------------|------------|--------------------|-------------------|----------------------|--------------------------------------------------------------|------------|----------|-------------------------|
| 7501     | Green and White Ash | 1   | 12          |            | 1018               | 100%              | 1018                 |                                                              | Deciduous  |          | Saved-Exempt-EAB        |
| 7502     | Sugar Maple         | 1   | 8           |            | 452                | 100%              | 452                  |                                                              | Deciduous  |          | Saved                   |
| 7503     | Sugar Maple         | 1   | 22          |            | 3421               | 83%               | 2836                 |                                                              | Deciduous  |          | Saved                   |
| 7504     | Sugar Maple         | 1   | 7           |            | 346                | 100%              | 346                  |                                                              | Deciduous  |          | Saved                   |
| 7505     | Sugar Maple         | 1   | 24          |            | 4072               | 68%               | 2788                 |                                                              | Deciduous  |          | Saved                   |
| 7506     | Sugar Maple         | 1   | 8           |            | 452                | 0%                | 0                    |                                                              | Deciduous  |          | Removed                 |
| 7507     | Ironwood            | 1   | 6           |            | 254                | 98%               | 249                  |                                                              | Deciduous  |          | Saved                   |
| 7508     | Sugar Maple         | 1   | 12          |            | 1018               | 100%              | 1018                 |                                                              | Deciduous  |          | Saved                   |
| 7509     | Red Oak             | 1   | 17          |            | 2043               | 89%               | 1818                 |                                                              | Deciduous  |          | Saved                   |
| 7510     | Sugar Maple         | 1   | 9           |            | 573                | 100%              | 573                  |                                                              | Deciduous  |          | Saved                   |
| 7511     | Sugar Maple         | 1   | 8           |            | 452                | 100%              | 452                  |                                                              | Deciduous  |          | Saved                   |
| 7512     | White Oak           | 1   | 20          |            | 2827               | 64%               | 1818                 |                                                              | Deciduous  |          | Saved                   |
| 7513     | Sugar Maple         | 1   | 7           |            | 346                | 100%              | 346                  |                                                              | Deciduous  |          | Saved                   |
| 7514     | Sugar Maple         | 1   | 13          |            | 1195               | 89%               | 1065                 |                                                              | Deciduous  |          | Saved                   |
| 7515     | Sugar Maple         | 1   | 13          |            | 1195               | 0%                | 0                    |                                                              | Deciduous  |          | Removed                 |
| 7516     | Sugar Maple         | 1   | 13          |            | 1195               | 0%                | 0                    |                                                              | Deciduous  |          | Removed                 |
| 7517     | Red Oak             | 1   | 29          |            | 5945               | 0%                | 0                    |                                                              | Deciduous  | Yes      | Removed                 |
| 7518     | Red Oak             | 1   | 24          |            | 4072               | 0%                | 0                    |                                                              | Deciduous  |          | Removed                 |
| 7519     | Basswood            | 1   | 13          |            | 1195               | 0%                | 0                    |                                                              | Deciduous  |          | Removed                 |
| 7520     | Sugar Maple         | 1   | 9           |            | 573                | 100%              | 573                  |                                                              | Deciduous  |          | Saved                   |
| 7521     | American Elm        | 1   | 24          |            | 4072               | 64%               | 2602                 |                                                              | Deciduous  |          | Saved                   |
| 7522     | Sugar Maple         | 1   | 6           |            | 254                | 100%              | 254                  |                                                              | Deciduous  |          | Saved                   |
| 7523     | American Elm        | 1   | 13          |            | 1195               | 0%                | 0                    |                                                              | Deciduous  |          | Removed                 |
| 7524     | Cottonwood          | 1   | 64          |            | 28953              | 13%               | 3800                 |                                                              | Deciduous  | Yes      | Saved                   |
| 7525     | Sugar Maple         | 1   | 12          |            | 1018               | 59%               | 598                  |                                                              | Deciduous  |          | Saved                   |
| 7526     | Sugar Maple         | 1   | 6           |            | 254                | 0%                | 0                    | bd, 2 ft sore at base of tree                                | Deciduous  |          | Removed                 |
| 7527     | Sugar Maple         | 1   | 6           |            | 254                | 100%              | 254                  |                                                              | Deciduous  |          | Saved                   |
| 7528     | Ironwood            | 1   | 10          |            | 707                | 100%              | 707                  |                                                              | Deciduous  |          | Saved                   |
| 7529     | Basswood            | 1   | 18          | x          | 2290               | 63%               | 1435                 |                                                              | Deciduous  |          | Saved                   |
| 7530     | Sugar Maple         | 1   | 10          |            | 707                | 77%               | 545                  |                                                              | Deciduous  |          | Saved                   |
| 7531     | Box Elder           | 1   | 15          |            | 1590               | 0%                | 0                    |                                                              | Deciduous  |          | Removed                 |
| 7532     | Cottonwood          | 1   | 40          |            | 11310              | 97%               | 9891                 |                                                              | Deciduous  | Yes      | Saved                   |
| 7533     | Box Elder           | 1   | 14          |            | 1385               | 100%              | 1385                 |                                                              | Deciduous  |          | Saved                   |
| 7534     | Cottonwood          | 1   | 78          |            | 43005              | 88%               | 37876                |                                                              | Deciduous  | Yes      | Saved                   |
| 7535     | Cottonwood          | 1   | 24          |            | 4072               | 100%              | 4072                 |                                                              | Deciduous  |          | Saved                   |
| 7536     | Sugar Maple         | 1   | 6           |            | 254                | 100%              | 254                  |                                                              | Deciduous  |          | Saved                   |
| 7537     | Sugar Maple         | 1   | 10          |            | 707                | 100%              | 707                  |                                                              | Deciduous  |          | Saved                   |
| 7538     | Sugar Maple         | 1   | 7           |            | 346                | 100%              | 346                  |                                                              | Deciduous  |          | Saved                   |
| 7539     | Sugar Maple         | 1   | 7           |            | 346                | 100%              | 346                  |                                                              | Deciduous  |          | Saved                   |
| 7540     | Sugar Maple         | 1   | 7           |            | 346                | 100%              | 346                  |                                                              | Deciduous  |          | Saved                   |
| 7541     | Basswood            | 1   | 27          |            | 5153               | 100%              | 5153                 |                                                              | Deciduous  | Yes      | Saved                   |
| 7542     | Bur Oak             | 1   | 31          |            | 6793               | 100%              | 6793                 |                                                              | Deciduous  | Yes      | Saved                   |
| 7543     | Sugar Maple         | 1   | 8           |            | 452                | 100%              | 452                  |                                                              | Deciduous  |          | Saved                   |
| 7544     | Box Elder           | 1   | 15          |            | 1590               | 100%              | 1590                 |                                                              | Deciduous  |          | Saved                   |
| 7545     | Hackberry           | 1   | 9           |            | 573                | 100%              | 573                  |                                                              | Deciduous  |          | Saved                   |
| 7546     | Basswood            | 1   | 18          | x          | 2290               | 100%              | 2290                 |                                                              | Deciduous  |          | Saved                   |
| 7547     | Basswood            | 1   | 20          |            | 2827               | 100%              | 2827                 |                                                              | Deciduous  |          | Saved                   |
| 7548     | Box Elder           | 1   | 18          |            | 2290               | 100%              | 2290                 |                                                              | Deciduous  |          | Saved                   |
| 7549     | Box Elder           | 1   | 23          |            | 3739               | 100%              | 3739                 |                                                              | Deciduous  |          | Saved                   |
| 7550     | Box Elder           | 1   | 14          |            | 1385               | 100%              | 1385                 |                                                              | Deciduous  |          | Saved                   |
| 7551     | Box Elder           | 1   | 16          | x          | 1810               | 100%              | 1810                 |                                                              | Deciduous  |          | Saved                   |
| 7552     | Box Elder           | 1   | 9           |            | 573                | 100%              | 573                  |                                                              | Deciduous  |          | Saved-Exempt-Undersized |
| 7553     | Box Elder           | 1   | 13          |            | 1195               | 100%              | 1195                 |                                                              | Deciduous  |          | Saved                   |
| 7554     | Box Elder           | 1   | 21          |            | 3117               | 100%              | 3117                 | bd, 5 ft sore at base, peeling bark, strangled with woodbine | Deciduous  |          | Saved                   |
| 7555     | Box Elder           | 1   | 13          |            | 1195               | 100%              | 1195                 |                                                              | Deciduous  |          | Saved                   |
| 7556     | Sugar Maple         | 1   | 14          |            | 1385               | 100%              | 1385                 |                                                              | Deciduous  |          | Saved                   |
| 7557     | Basswood            | 1   | 13          | x          | 1195               | 100%              | 1195                 |                                                              | Deciduous  |          | Saved                   |
| 7558     | Bur Oak             | 1   | 26          |            | 4778               | 98%               | 4694                 | bd, 85% crown death                                          | Deciduous  |          | Saved-Exempt-Unhealthy  |
| 7559     | Basswood            | 1   | 26          |            | 4778               | 95%               | 4546                 |                                                              | Deciduous  | Yes      | Saved                   |
| 7560     | Red Oak             | 1   | 24          |            | 4072               | 95%               | 3885                 |                                                              | Deciduous  |          | Saved                   |
| 7561     | White Oak           | 2   | 19          |            | 2552               | 97%               | 2472                 | bd, 50% crown death                                          | Deciduous  |          | Saved-Exempt-Unhealthy  |
| 7562     | White Oak           | 2   | 27          |            | 5153               | 92%               | 4755                 | bd, 10% crown death                                          | Deciduous  | Yes      | Saved                   |
| 7563     | Sugar Maple         | 2   | 26          |            | 4778               | 100%              | 4778                 |                                                              | Deciduous  | Yes      | Saved                   |
| 7564     | Bur Oak             | 2   | 36          |            | 9161               | 100%              | 9161                 |                                                              | Deciduous  | Yes      | Saved                   |
| 7565     | Red Oak             | 2   | 32          |            | 7238               | 95%               | 6884                 | bd, 60% crown death                                          | Deciduous  |          | Saved-Exempt-Unhealthy  |
| 7566     | Green and White Ash | 2   | 13          |            | 1195               | 100%              | 1195                 | EAB, bd, 50% crown death                                     | Deciduous  |          | Saved-Exempt-EAB        |
| 7567     | Scotch Pine         | 3   | 20          |            | 2827               | 100%              | 2827                 |                                                              | Coniferous |          | Saved                   |
| 7568     | Basswood            | 3   | 13          |            | 1195               | 100%              | 1195                 |                                                              | Deciduous  |          | Saved                   |
| 7569     | Weeping Willow      | 3   | 17          |            | 2043               | 100%              | 2043                 |                                                              | Deciduous  |          | Saved                   |
| 7570     | Basswood            | 3   | 15          | x          | 1590               | 100%              | 1590                 |                                                              | Deciduous  |          | Saved                   |
| 7571     | Basswood            | 3   | 14          | x          | 1385               | 100%              | 1385                 |                                                              | Deciduous  |          | Saved                   |
| 7572     | Basswood            | 3   | 7           |            | 346                | 100%              | 346                  |                                                              | Deciduous  |          | Saved                   |
| 7573     | Basswood            | 3   | 6           | x          | 254                | 100%              | 254                  |                                                              | Deciduous  |          | Saved                   |
| 7574     | Basswood            | 3   | 7           |            | 346                | 100%              | 346                  |                                                              | Deciduous  |          | Saved                   |

| TREE TAG | SPECIES             | LOT | SIZE (DBH.) | MULTI-STEM | CRITICAL ROOT ZONE | % ROOT ZONE SAVED | ROOT ZONE AREA SAVED | NOTES                                       | TREE TYPE | HERITAGE | STATUS                   |
|----------|---------------------|-----|-------------|------------|--------------------|-------------------|----------------------|---------------------------------------------|-----------|----------|--------------------------|
| 7575     | Basswood            | 3   | 9           |            | 573                | 100%              | 573                  |                                             | Deciduous |          | Saved                    |
| 7576     | Basswood            | 3   | 13          |            | 1195               | 100%              | 1195                 |                                             | Deciduous |          | Saved                    |
| 7577     | Basswood            | 3   | 11          |            | 855                | 100%              | 855                  |                                             | Deciduous |          | Saved                    |
| 7578     | Basswood            | 3   | 7           | x          | 346                | 100%              | 346                  |                                             | Deciduous |          | Saved                    |
| 7579     | Sugar Maple         | 3   | 6           |            | 254                | 100%              | 254                  |                                             | Deciduous |          | Saved                    |
| 7580     | Green and White Ash | 3   | 20          |            | 2827               | 100%              | 2827                 | EAB, bd, 80% crown death                    | Deciduous |          | Saved-Exempt-EAB         |
| 7581     | Basswood            | 3   | 12          |            | 1018               | 100%              | 1018                 |                                             | Deciduous |          | Saved                    |
| 7582     | Red Oak             | 3   | 7           |            | 346                | 100%              | 346                  |                                             | Deciduous |          | Saved                    |
| 7583     | Sugar Maple         | 3   | 6           |            | 254                | 100%              | 254                  |                                             | Deciduous |          | Saved                    |
| 7584     | Sugar Maple         | 3   | 11          |            | 855                | 100%              | 855                  |                                             | Deciduous |          | Saved                    |
| 7585     | Sugar Maple         | 3   | 10          |            | 707                | 100%              | 707                  |                                             | Deciduous |          | Saved                    |
| 7586     | Sugar Maple         | 3   | 11          |            | 855                | 100%              | 855                  |                                             | Deciduous |          | Saved                    |
| 7587     | Sugar Maple         | 3   | 9           |            | 573                | 100%              | 573                  |                                             | Deciduous |          | Saved                    |
| 7588     | Sugar Maple         | 3   | 6           |            | 254                | 100%              | 254                  |                                             | Deciduous |          | Saved                    |
| 7589     | Basswood            | 3   | 20          |            | 2827               | 100%              | 2827                 |                                             | Deciduous |          | Saved                    |
| 7590     | Sugar Maple         | 3   | 14          |            | 1385               | 100%              | 1385                 |                                             | Deciduous |          | Saved                    |
| 7591     | Sugar Maple         | 3   | 7           |            | 346                | 100%              | 346                  |                                             | Deciduous |          | Saved                    |
| 7592     | Basswood            | 3   | 22          |            | 3421               | 100%              | 3421                 |                                             | Deciduous |          | Saved                    |
| 7593     | Basswood            | 3   | 6           |            | 254                | 100%              | 254                  |                                             | Deciduous |          | Saved                    |
| 7594     | Sugar Maple         | 3   | 10          |            | 707                | 100%              | 707                  |                                             | Deciduous |          | Saved                    |
| 7595     | Basswood            | 3   | 10          |            | 707                | 100%              | 707                  |                                             | Deciduous |          | Saved                    |
| 7596     | Basswood            | 3   | 12          |            | 1018               | 100%              | 1018                 |                                             | Deciduous |          | Saved                    |
| 7597     | Basswood            | 3   | 11          |            | 855                | 100%              | 855                  |                                             | Deciduous |          | Saved                    |
| 7598     | Basswood            | 3   | 8           |            | 452                | 100%              | 452                  |                                             | Deciduous |          | Saved                    |
| 7599     | Sugar Maple         | 3   | 7           |            | 346                | 100%              | 346                  |                                             | Deciduous |          | Saved                    |
| 7600     | Sugar Maple         | 3   | 10          |            | 707                | 100%              | 707                  |                                             | Deciduous |          | Saved                    |
| 7601     | Red Oak             | 2   | 16          |            | 1810               | 0%                | 0                    |                                             | Deciduous |          | Removed                  |
| 7602     | Basswood            | 2   | 29          |            | 5945               | 0%                | 0                    |                                             | Deciduous | Yes      | Removed                  |
| 7603     | White Oak           | 2   | 13          |            | 1195               | 63%               | 748                  |                                             | Deciduous |          | Saved                    |
| 7604     | Sugar Maple         | 2   | 8           |            | 452                | 0%                | 0                    |                                             | Deciduous |          | Removed                  |
| 7605     | Sugar Maple         | 2   | 12          |            | 1018               | 67%               | 684                  |                                             | Deciduous |          | Saved                    |
| 7606     | White Oak           | 2   | 15          |            | 1590               | 0%                | 0                    |                                             | Deciduous |          | Removed                  |
| 7607     | Sugar Maple         | 2   | 7           |            | 346                | 0%                | 0                    |                                             | Deciduous |          | Removed                  |
| 7608     | Sugar Maple         | 2   | 7           |            | 346                | 0%                | 0                    |                                             | Deciduous |          | Removed                  |
| 7609     | Red Oak             | 2   | 17          |            | 2043               | 72%               | 1488                 |                                             | Deciduous |          | Saved                    |
| 7610     | Sugar Maple         | 2   | 11          |            | 855                | 100%              | 855                  |                                             | Deciduous |          | Saved                    |
| 7611     | Basswood            | 2   | 7           |            | 346                | 100%              | 346                  |                                             | Deciduous |          | Saved                    |
| 7612     | Black Locust        | 2   | 7           |            | 346                | 100%              | 346                  |                                             | Deciduous |          | Saved-Exempt-Invasive    |
| 7613     | Basswood            | 2   | 11          | x          | 855                | 100%              | 855                  |                                             | Deciduous |          | Saved                    |
| 7614     | Sugar Maple         | 2   | 15          |            | 1590               | 89%               | 1409                 |                                             | Deciduous |          | Saved                    |
| 7615     | Basswood            | 2   | 22          | x          | 3421               | 66%               | 2252                 |                                             | Deciduous |          | Saved                    |
| 7616     | Basswood            | 2   | 6           |            | 254                | 81%               | 207                  |                                             | Deciduous |          | Saved                    |
| 7617     | Sugar Maple         | 2   | 8           |            | 452                | 100%              | 452                  |                                             | Deciduous |          | Saved                    |
| 7618     | White Oak           | 2   | 20          |            | 2827               | 66%               | 1872                 |                                             | Deciduous |          | Saved                    |
| 7619     | Sugar Maple         | 2   | 6           |            | 254                | 100%              | 254                  |                                             | Deciduous |          | Saved                    |
| 7620     | Sugar Maple         | 2   | 9           |            | 573                | 89%               | 510                  |                                             | Deciduous |          | Saved                    |
| 7621     | Basswood            | 2   | 20          | x          | 2827               | 58%               | 1643                 |                                             | Deciduous |          | Saved                    |
| 7622     | Basswood            | 2   | 7           |            | 346                | 0%                | 0                    |                                             | Deciduous |          | Removed                  |
| 7623     | Sugar Maple         | 2   | 8           |            | 452                | 82%               | 280                  |                                             | Deciduous |          | Saved                    |
| 7624     | Sugar Maple         | 2   | 6           |            | 254                | 74%               | 188                  |                                             | Deciduous |          | Saved                    |
| 7625     | Basswood            | 2   | 9           | x          | 573                | 100%              | 573                  |                                             | Deciduous |          | Saved                    |
| 7626     | Basswood            | 2   | 9           |            | 573                | 100%              | 573                  |                                             | Deciduous |          | Saved                    |
| 7627     | Sugar Maple         | 2   | 9           |            | 573                | 100%              | 573                  |                                             | Deciduous |          | Saved                    |
| 7628     | Basswood            | 2   | 12          | x          | 1018               | 100%              | 1018                 |                                             | Deciduous |          | Saved                    |
| 7629     | Basswood            | 2   | 17          | x          | 2043               | 100%              | 2043                 |                                             | Deciduous |          | Saved                    |
| 7630     | Sugar Maple         | 2   | 10          | x          | 707                | 100%              | 707                  | bd, 8 ft score on one trunk, 15% crown loss | Deciduous |          | Saved                    |
| 7631     | Basswood            | 2   | 8           |            | 452                | 100%              | 452                  |                                             | Deciduous |          | Saved                    |
| 7632     | Basswood            | 2   | 6           |            | 254                | 100%              | 254                  |                                             | Deciduous |          | Saved                    |
| 7633     | Bur Oak             | 2   | 14          |            | 1385               | 100%              | 1385                 |                                             | Deciduous |          | Saved                    |
| 7634     | Sugar Maple         | 2   | 7           |            | 346                | 100%              | 346                  |                                             | Deciduous |          | Saved                    |
| 7635     | Green and White Ash | 2   | 12          |            | 1018               | 77%               | 795                  | EAB, bd, 70% crown loss                     | Deciduous |          | Saved-Exempt-EAB         |
| 7636     | Black Maple         | 2   | 16          |            | 1810               | 61%               | 1105                 |                                             | Deciduous |          | Saved                    |
| 7637     | Sugar Maple         | 2   | 7           |            | 346                | 89%               | 308                  |                                             | Deciduous |          | Saved                    |
| 7638     | Bur Oak             | 2   | 32          |            | 7238               | 37%               | 2713                 |                                             | Deciduous | Yes      | Saved                    |
| 7639     | White Oak           | 2   | 25          |            | 4418               | 38%               | 1699                 |                                             | Deciduous | Yes      | Saved                    |
| 7640     | American Elm        | 2   | 18          |            | 2290               | 45%               | 1040                 |                                             | Deciduous |          | Saved                    |
| 7641     | Red Oak             | 2   | 32          |            | 7238               | 0%                | 0                    | bd, 70% crown loss                          | Deciduous |          | Removed-Exempt-Unhealthy |

TREE MITIGATION PLANTING SCHEDULE

| COMMON / BOTANICAL NAME                                        | SIZE          | ROOT | SPACING O.C. | MATURE SIZE         |
|----------------------------------------------------------------|---------------|------|--------------|---------------------|
| DECIDUOUS TREES - 24                                           |               |      |              |                     |
| ACCOLADE ELM / ULMUS JAPONICA X WILSONIANA 'MORTON' TM         | 3.0" CAL.     | B&B  | AS SHOWN     | H 70' W 40'-50'     |
| FALL FIESTA MAPLE / ACER SACCHARUM 'BAILSTA'                   | 3.0" CAL.     | B&B  | AS SHOWN     | H 60'-75' W 50'     |
| PRINCETON ELM / ULMUS AMERICANA 'PRINCETON'                    | 3.0" CAL.     | B&B  | AS SHOWN     | H 60' W 40'-50'     |
| RIVER BIRCH / BETULA NIGRA                                     | 10' HT.-CLUMP | B&B  | AS SHOWN     | H 40'-60' W 30'-40' |
| SIENNA GLEN MAPLE / ACER X FREEMANII 'SIENNA'                  | 3.0" CAL.     | B&B  | AS SHOWN     | H 50'-60' W 40'     |
| SKYLINE HONEY LOCUST / GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE' | 3.0" CAL.     | B&B  | AS SHOWN     | H 50' W 30'-35'     |
| SWAMP WHITE OAK / QUERCUS BICOLOR                              | 3.0" CAL.     | B&B  | AS SHOWN     | H 50'-60' W 50'-60' |
| WHITE OAK / QUERCUS ALBA                                       | 3.0" CAL.     | B&B  | AS SHOWN     | H 60'-80' W 60'-80' |
| EVERGREEN TREES - 67                                           |               |      |              |                     |
| BLACK HILLS SPRUCE / PICEA GLAUCA DENSATA                      | 10' HT.       | B&B  | AS SHOWN     | H 30'-40' W 20'-30' |
| CONCOLOR FIR / ABIES CONCOLOR                                  | 10' HT.       | B&B  | AS SHOWN     | H 30'-50' W 25'-30' |
| NORWAY SPRUCE / PICEA ABIES                                    | 10' HT.       | B&B  | AS SHOWN     | H 60'-80' W 25'-30' |
| PONDEROSA PINE / PINUS PONDEROSA                               | 10' HT.       | B&B  | AS SHOWN     | H 60'-80' W 25'-30' |
| WHITE PINE / PINUS STROBUS                                     | 10' HT.       | B&B  | AS SHOWN     | H 50'-80' W 30'-40' |

ABBREVIATIONS:  
B&B = BALLED AND BURLAPPED CAL. = CALIPER HT. = HEIGHT MIN. =MINIMUM O.C. = ON CENTER  
SP. = SPREAD QTY. = QUANTITY CONT. = CONTAINER  
NOTES:  
1) QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

MITIGATION CALCULATIONS

|                                                                                        |
|----------------------------------------------------------------------------------------|
| 340 CALIPER IN. NEEDED FOR MITIGATION                                                  |
| 24 DECIDUOUS TREES @ 3 CAL. IN.<br>24 x 3 CAL. IN. = 72 CAL. IN.                       |
| 67 EVERGREEN TREES @ 10" HT. (4 CAL. IN. EQUIVALENT)<br>67 x 4 CAL. IN. = 268 CAL. IN. |
| 72 CAL. IN. + 268 CAL. IN. = 340 CAL. IN.                                              |
| TREE MITIGATION MET THROUGH PROPOSED LANDSCAPE                                         |

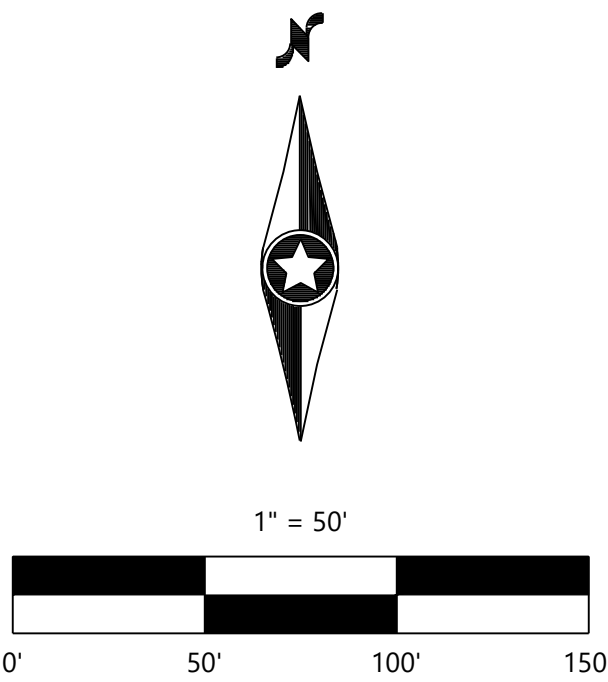
LEGEND

- PROPOSED DECIDUOUS MITIGATION TREE
- PROPOSED EVERGREEN MITIGATION TREE
- EXISTING CONIFEROUS TREE TO REMAIN
- EXISTING CONIFEROUS TREE TO REMAIN

GENERAL NOTES

- TREE LOCATIONS AND SPACING ARE SUBJECT TO CHANGE BASED ON CONSTRUCTED DRIVEWAYS, SERVICE LINES, AND UTILITY LOCATIONS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- DECIDUOUS TREES SHOULD BE LOCATED A MINIMUM OF 10' OFF ANY UTILITY PIPE AND CONIFEROUS TREES SHOULD BE LOCATED A MINIMUM OF 15' OFF ANY UTILITY PIPE.
- NO TREE SHOULD BE LOCATED WITHIN 10' OF A HYDRANT OR 15' FROM A STREETLIGHT.
- NO DECIDUOUS TREE WITHIN 5' OF A SIDEWALK OR TRAIL AND NO CONIFEROUS TREES WITHIN 15' OF A PROPOSED SIDEWALK OR TRAIL.
- NO TREES SHOULD BE LOCATED WITHIN A STORM POND HWL.
- NO TREES SHOULD BE LOCATED WITHIN STORM POND ACCESS ROUTE.

PROPOSED LANDSCAPE MITIGATION PLANTINGS ARE CONCEPTUAL IN NATURE REFLECTING POTENTIAL HOME SITES FOR EACH LOT. PROPOSED HOMES WILL BE CUSTOM DESIGNED FOR EACH LOT AND FINAL LANDSCAPE PLAN WILL BE ADJUSTED PER DESIGNS TO MEET ZONING REQUIREMENTS AS REQUIRED FOR BUILDING PERMIT.



PRELIMINARY - NOT FOR CONSTRUCTION

DESIGNED: ----  
CHECKED: ----  
DRAWN: ----  
HORIZONTAL SCALE: 50.0000002"  
VERTICAL SCALE: 10' OR 5'

INITIAL ISSUE: 06/10/26  
REVISIONS:  
06/25/26 CITY COMMENTS  
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PREPARED FOR:  
**BUSHAWAY HOLDINGS, LLC**  
225 SOUTH SIXTH STREET, SUITE 2900  
MINNEAPOLIS, MN 55402

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA  
*Nicholas Meyer*  
NICHOLAS MEYER  
DATE: 06/25/26 LICENSE NO. 53774

535-555 BUSHAWAY RD  
WAYZATA, MN

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

OVERALL TREE MITIGATION PLAN

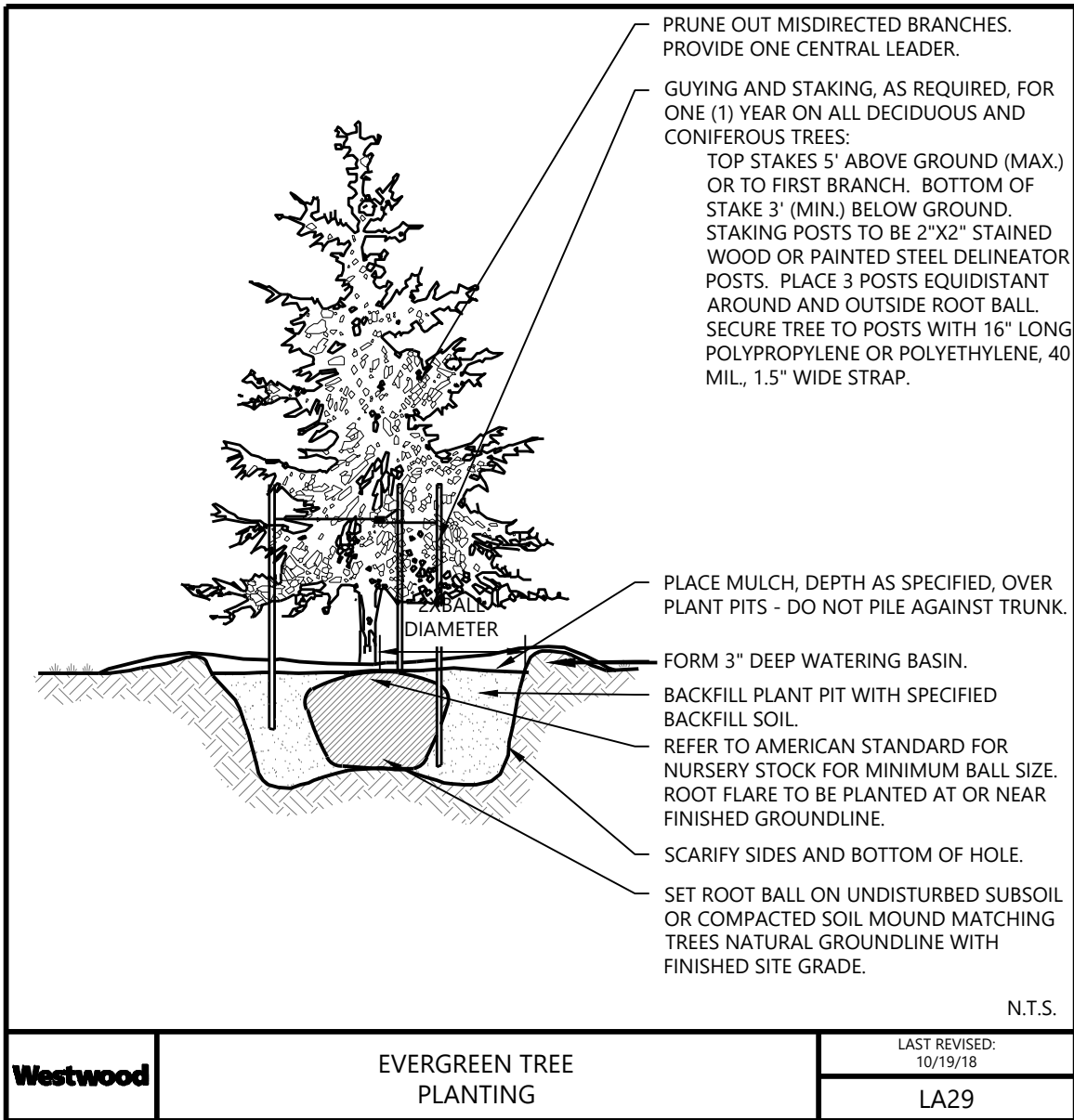
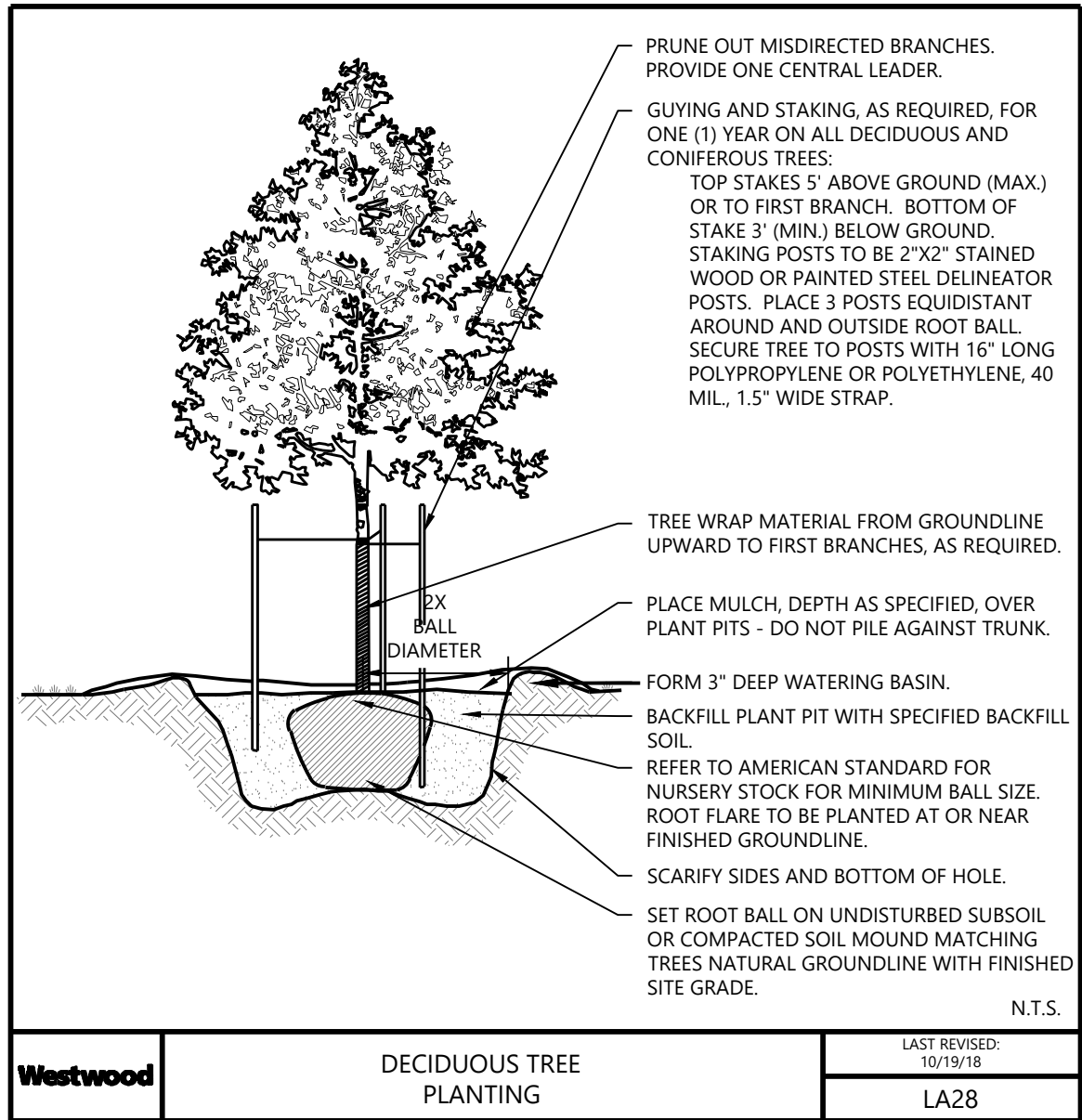
PROJECT NUMBER: 0029468.03

SHEET NUMBER:  
08 OF 09  
DATE: 06/25/26

PLANTING NOTES

1. CONTRACTOR SHALL CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
2. ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
5. CONTRACTOR SHALL PROVIDE TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
6. ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:  
ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.  
ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.  
ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.  
ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.  
CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
7. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
8. PLANTS TO BE INSTALLED AS PER MNLA & ANSI STANDARD PLANTING PRACTICES.
9. PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
10. PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
11. OPEN TOP OF BURLAP ON BB MATERIALS; REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
12. PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
13. WRAP ALL SMOOTH-BARKED TREES - FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.
14. STAKING OF TREES AS REQUIRED; REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.
15. THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
16. BACKFILL SOIL AND TOPSOIL TO ADHERE TO MN/DOT STANDARD SPECIFICATION 3877 (SELECT TOPSOIL BORROW) AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
17. MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. TREE AND SHRUB PLANTING BEDS SHALL HAVE 4" DEPTH OF SHREDDED HARDWOOD MULCH. SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITHIN TURF AREAS. PERENNIAL AND ORNAMENTAL GRASS BEDS SHALL HAVE 2" DEPTH SHREDDED HARDWOOD MULCH. MULCH TO BE FREE OF DELTERIOUS MATERIAL AND COLORED RED, OR APPROVED EQUAL. ROCK MULCH TO BE BUFF LIMESTONE, 1 1/2" TO 3" DIAMETER, AT MINIMUM 3" DEPTH, OR APPROVED EQUAL. ROCK MULCH TO BE ON COMMERCIAL GRADE FILTER FABRIC, BY TYPAR, OR APPROVED EQUAL WITH NO EXPOSURE. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. MULCH TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
18. EDGING TO BE COMMERCIAL GRADE VALLEY-VIEW BLACK DIAMOND (OR EQUAL) POLY EDGING OR SPADED EDGE, AS INDICATED. POLY EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 4 FOOT ON CENTER WITH BASE OF TOP BEAD AT GRADE, FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAIN-GARDEN BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
19. ALL DISTURBED AREAS TO BE SODDED OR SEEDED, UNLESS OTHERWISE NOTED. PARKING LOT ISLANDS TO BE SODDED WITH SHREDDED HARDWOOD MULCH AROUND ALL TREES AND SHRUBS. SOD TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. SEED AS SPECIFIED AND PER MN/DOT SPECIFICATIONS. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.
20. PROVIDE IRRIGATION TO ALL PLANTED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR.
21. CONTRACTOR SHALL PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
22. REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
23. REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.
24. RAIN GARDEN NOTE: PROVIDE AND INSTALL EROSION CONTROL BLANKET AT RAIN GARDEN AREA SIDE SLOPES AFTER ALL PLANTING HAVE BEEN INSTALLED. BLANKET TO BE ONE SEASON GEOTUTE, MN/DOT CATEGORY 2 (STRAW 15, WOOD FIBER 15), OR APPROVED EQUAL. BLANKET TO BE OVERLAPPED BY 4" AND ANCHORED BY SOD STAPLES. PLACE BLANKET PERPENDICULAR TO THE SLOPE. TRENCH IN EDGES OF BLANKET AREA TO PREVENT UNDER MINING. PROVIDE SILT FENCE AT TOP OF SLOPE AS NEEDED. SHREDDED HARDWOOD MULCH TO MATCH OTHER PROJECT PLANTING MULCH. PLACE 4" DEPTH OF MULCH AT ALL PLANTING AND EROSION CONTROL BLANKET AREA (NO FILTER FABRIC). SEE RAIN GARDEN DETAIL FOR FURTHER INFORMATION. RAIN GARDEN TO PROVIDE PROPER INFILTRATION AND DRAINAGE REQUIREMENTS PER ENGINEERS APPROVAL.

PLANTING DETAILS



PRELIMINARY - NOT FOR CONSTRUCTION

Call 48 Hours before digging:  
811 or call811.com  
Common Ground Alliance

DESIGNED: \_\_\_\_\_  
CHECKED: \_\_\_\_\_  
DRAWN: \_\_\_\_\_  
HORIZONTAL SCALE: #####  
VERTICAL SCALE: ### OR ##

INITIAL ISSUE: 06/10/26  
REVISIONS:  
△ 06/25/26 CITY COMMENTS  
△ . . .  
△ . . .  
△ . . .  
△ . . .

PREPARED FOR:

BUSHAWAY HOLDINGS, LLC

225 SOUTH SIXTH STREET, SUITE 2900  
MINNEAPOLIS, MN 55402

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA  
*Nicholas Meyer*  
NICHOLAS MEYER  
DATE: 06/25/26 LICENSE NO. 53774

535-555 BUSHAWAY RD

WAYZATA, MN

**Westwood**  
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300  
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TREE MITIGATION NOTES  
& DETAILS

PROJECT NUMBER: 0029468.03

SHEET NUMBER:

09 OF 09

DATE: 06/25/26

# CARPENTERS POINT 3RD ADDITION

R.T. DOC. NO. \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:** That Bushaway Holdings LLC, a Minnesota limited liability company:

Lot 1, Block 1, Carpenters Point 2nd Addition, Hennepin County, Minnesota.  
Registered Property as evidenced by Certificate of Title No. 1518679.

AND

Lot 2, Block 1, Carpenters Point 2nd Addition, Hennepin County, Minnesota.  
Registered Property as evidenced by Certificate of Title No. 1602127.

Has caused the same to be surveyed and platted as CARPENTERS POINT 3RD ADDITION.

In witness whereof said Bushaway Holdings LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officers this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_.

Bushaway Holdings LLC

(Signature)

By \_\_\_\_\_  
(Name Printed)

Its \_\_\_\_\_

**STATE OF MINNESOTA**  
**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by \_\_\_\_\_,  
its \_\_\_\_\_ of Bushaway Holdings LLC, a Minnesota limited liability company, on behalf of the company.

(Signature)

(Name Printed)

Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

I Mathew J. Welinski 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 \_\_\_\_\_.

Mathew J. Welinski, Licensed Land Surveyor  
Minnesota License No. 53596

**STATE OF MINNESOTA**  
**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by Mathew J. Welinski, a Licensed Land Surveyor,  
Minnesota License No. 53596

(Signature)

(Name Printed)

Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

**CITY COUNCIL, CITY OF WAYZATA, MINNESOTA**

This plat of CARPENTERS POINT 3RD 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 \_\_\_\_\_  
Clerk

**COUNTY AUDITOR, 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 \_\_\_\_\_.

Daniel Rogan, County Auditor

By \_\_\_\_\_  
Deputy

**SURVEY DIVISION, Hennepin County, Minnesota**

Pursuant to MN 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 3RD ADDITION was filed in this office this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.M.

Amber Bougie, Registrar of Titles

By \_\_\_\_\_  
Deputy

**COUNTY RECORDER, Hennepin County, Minnesota**

I hereby certify that the within plat of CARPENTERS POINT 3RD ADDITION was recorded in this office this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.M.

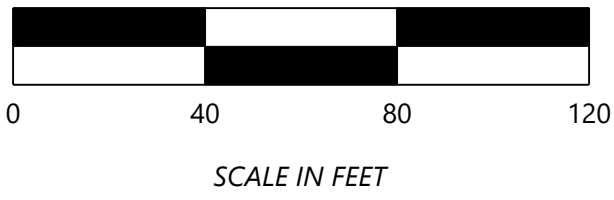
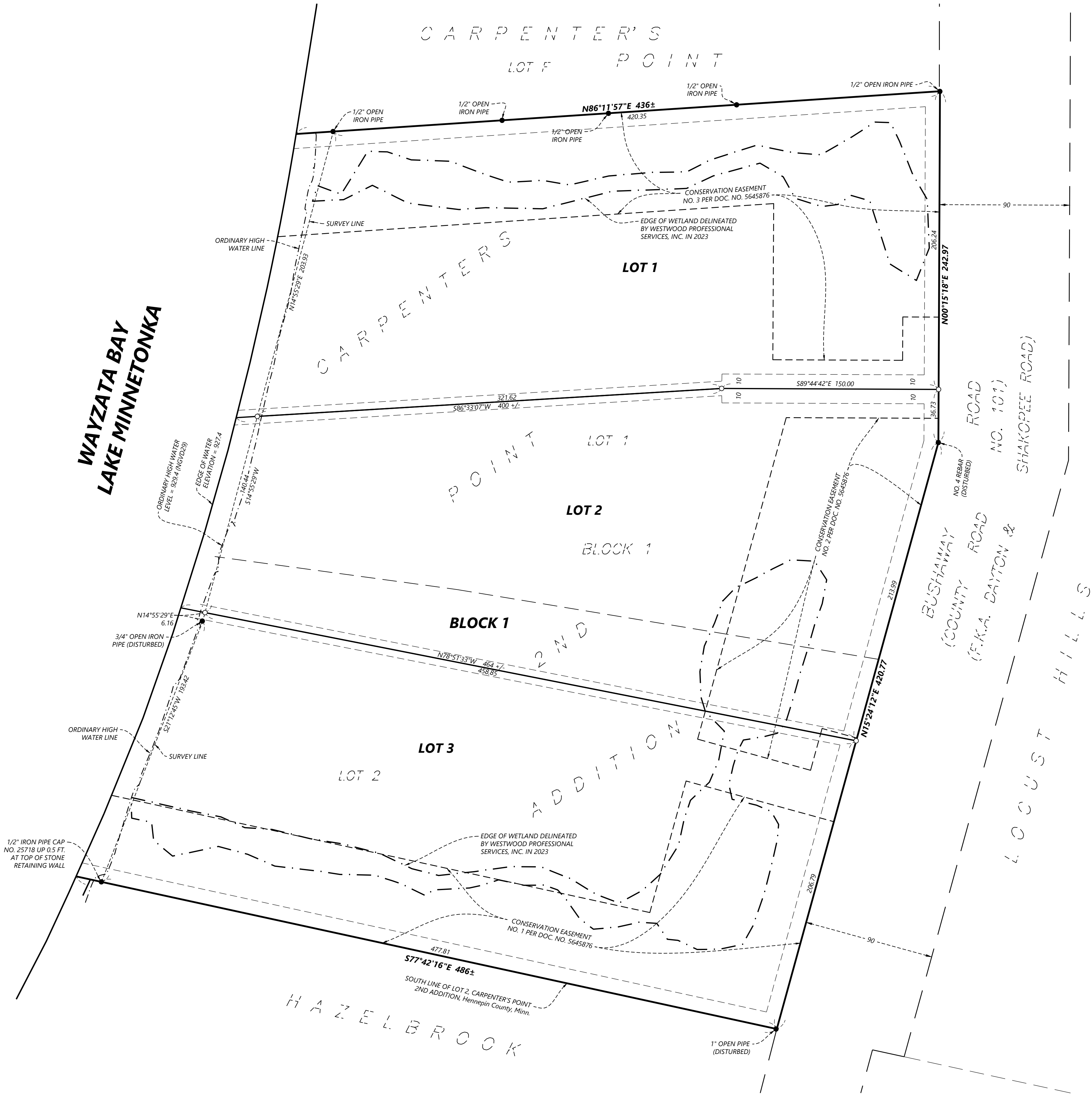
Amber Bougie, County Recorder

By \_\_\_\_\_  
Deputy

CARPENTERS POINT 3RD ADDITION

R.T. DOC. NO. \_\_\_\_\_

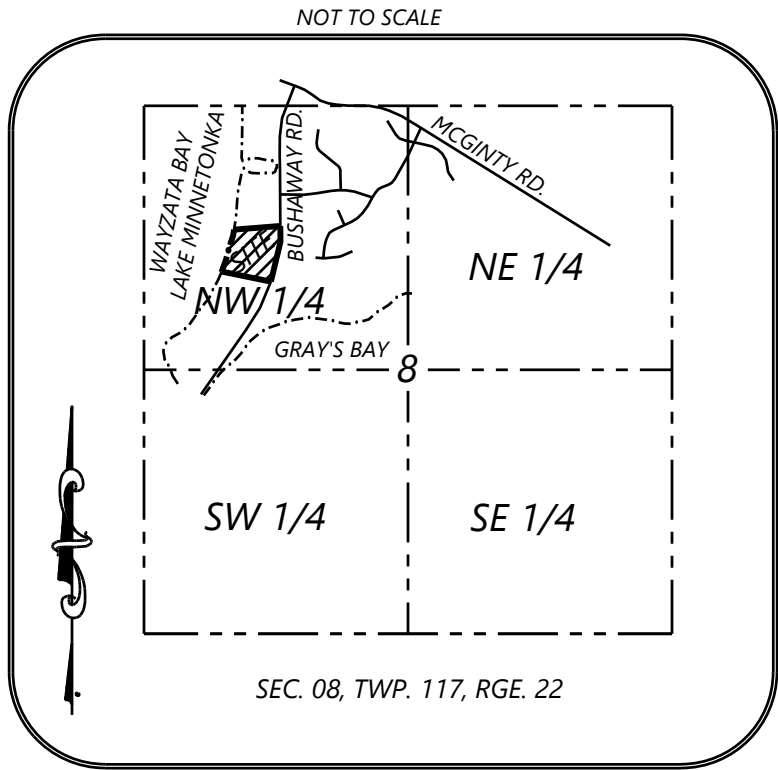
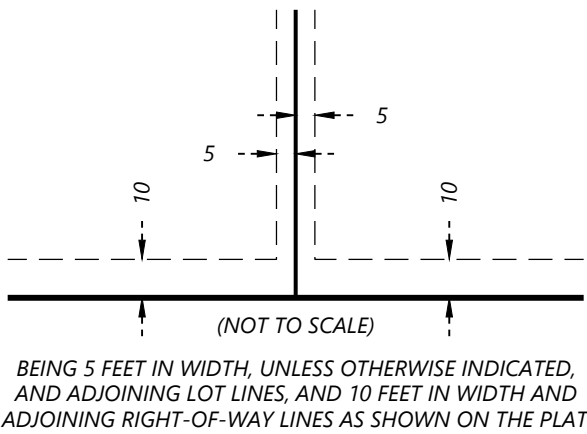
DRAFT COPY  
SUBJECT TO CHANGE  
WITHOUT NOTICE



The South line of Lot 2, CARPENTER'S POINT 2ND ADDITION, Hennepin County, Minn." 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 53596, which has been set in accordance with MS 505.021, Subd. 10, unless otherwise noted on survey.
- FOUND MONUMENT (SEE LABEL)

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:





LAND TYPE Torrens (T)

DOC NUM 6204747

Certified, filed and/or recorded on  
Jun 3, 2026 10:03 AM

Office of the Registrar of Titles  
Hennepin County, Minnesota  
Amber Bougie, Registrar of Titles  
Daniel Rogan, County Auditor and Treasurer

|                                    |                 |
|------------------------------------|-----------------|
| Deputy 87                          | Pkg ID 2913520E |
| Document Recording Fee             | \$46.00         |
| Multiple Certificates Affected Fee | \$20.00         |
| <b><i>Document Total</i></b>       | <b>\$66.00</b>  |

**Existing Certs**  
1518679, 1602127

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## AMENDMENT TO CONSERVATION EASEMENT

**THIS AMENDMENT TO CONSERVATION EASEMENT** (this “Amendment”) is made, entered into and effective as of JUNE 3, 2026 (the “Effective Date”), by and between **BUSHAWAY PROPERTIES, LLC**, a Minnesota limited liability company (“Owner”), and **MINNEHAHA CREEK WATERSHED DISTRICT**, a governmental body created under Minnesota Statutes Chapter 103D (the “District”). Owner or the District may be individually referred to herein as a “party” or collectively as the “parties”.

### BACKGROUND

A. Owner is the fee simple owner of certain real property commonly known as 535 and 555 Bushaway Road in the City of Wayzata, Hennepin County, Minnesota, which is legally described on attached Exhibit A (the “Protected Property”).

B. Owner, as successor-in-interest to Lake Properties, LLC, a Delaware limited liability company, is a party to a certain Conservation Easement dated September 18, 2019, recorded September 18, 2019, as Document Number T05645876 in the Office of the Registrar of Titles of Hennepin County, Minnesota (the “Conservation Easement”), pursuant to which a conservation easement was granted to the District over a portion of the Protected Property referenced in the Conservation Easement as the Easement Area.

### AGREEMENTS

**NOW THEREFORE**, in consideration of the covenants contained herein, including the foregoing recitals which are incorporated into this Agreement, the parties agree as follows:

1. Section 3.4 of the Conservation Easement is hereby stricken in its entirety and replaced with the following:

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 three (3) 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 the respective lot that is subject to the Easement Area.

2. Section 4(b) of the Conservation Easement is hereby stricken in its entirety and replaced with the following:

(b) use the Protected Property as one, two or three single family residential properties, including without limitation, repairing, maintaining, constructing and replacing any existing improvements, fences, paths, gardens landscaping and utilities,

3. Section 8.6.a of the Conservation Easement is hereby amended such that Owner's address for notices shall be:

Bushaway Holdings, LLC  
Attention: Nathan M. Brandenburg  
150 South Fifth Street, Suite 1200  
Minneapolis, MN 55402

With a copy to:

Cozen O'Connor  
Attention: Nathan M. Brandenburg  
150 South Fifth Street, Suite 1200  
Minneapolis, MN 55402

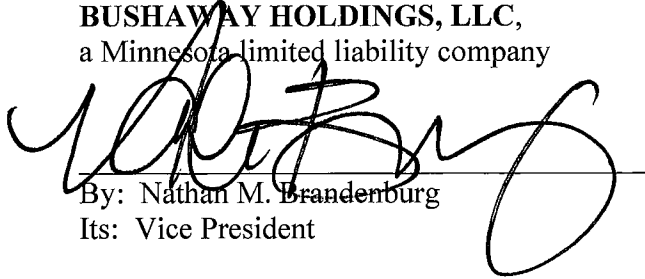
4. Except as expressly modified by this Amendment, no other terms of the Conservation Easement or any exhibit thereto shall be amended or modified in any way and the Conservation Easement shall remain in full force and effect as amended via this Amendment and the parties hereby reaffirm their respective obligations thereunder. If any term(s) of this Amendment shall conflict with any term(s) of the Conservation Easement, the term(s) of this Amendment shall control in all respects. All reference to "Conservation Easement" shall mean the Conservation Easement as amended by this Amendment.

5. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Conservation Easement.

6. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. The pages of any counterpart of this Amendment containing any party's signature or the acknowledgement of such party's signature hereto may be detached therefrom without impairing the effect of the signature or acknowledgement, provided such pages are attached to any other counterpart identical thereto except having additional pages containing the signatures or acknowledgements thereof of other parties.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Conservation Easement as of the Effective Date.

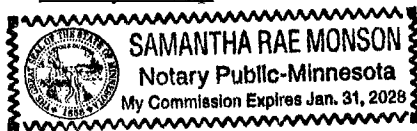
**BUSHAWAY HOLDINGS, LLC,**  
a Minnesota limited liability company

  
By: Nathan M. Brandenburg  
Its: Vice President

STATE OF MINNESOTA    )  
                                          )    ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me on July 3, 2026, by Nathan M. Brandenburg as Vice President of Bushaway Holdings, LLC, a Minnesota limited liability company, on behalf of such limited liability company.

Notary Stamp:





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

[Owner Signature Page to Amendment to Conservation Easement]

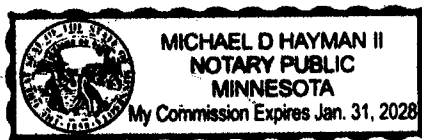
**MINNEHAHA CREEK WATERSHED  
DISTRICT**, a governmental body created  
under Minnesota Statutes Chapter 103D

*James Wisker*  
By: JAMES WISKER  
Its: ADMINISTRATOR

STATE OF MINNESOTA    )  
                                  )       ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me on  
MAY 19, 2026, by James Wisker as  
Administrator of the Minnehaha Creek Watershed District, a governmental  
body created under Minnesota Statutes Chapter 103D, on behalf of said governmental body.

Notary Stamp:



*Michael D Hayman II*  
Notary Public

Document drafted by and after recording return to:

**COZEN O'CONNOR (NMB)**  
150 South Fifth Street, Suite 1200  
Minneapolis, MN 55402

**EXHIBIT A**  
**PROTECTED PROPERTY**

**Parcel 1:**

Lot 1, Block 1, Carpenters Point 2nd Addition, Hennepin County, Minnesota Registered Property as evidenced by Certificate of Title No. 1518679.

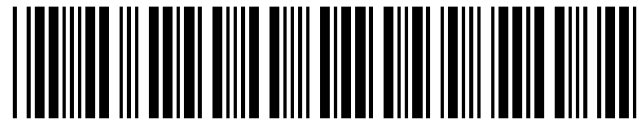
**Parcel 2:**

Lot 2, Block 1, Carpenters Point 2nd Addition, Hennepin County, Minnesota Registered Property as evidenced by Certificate of Title No. 1518680.

Transfer Entered

Sep 18, 2019 3:34 PM

Hennepin County, Minnesota  
Mark Chapin  
County Auditor and Treasurer



Doc No **T05645876**

Certified, filed and/or recorded on  
Sep 18, 2019 3:34 PM

Office of the Registrar of Titles  
Hennepin County, Minnesota  
Martin McCormick, Registrar of Titles  
Mark Chapin, County Auditor and Treasurer

Deputy 98

Pkg ID 1877944E

Document Recording Fee

\$46.00

---

***Document Total***

\$46.00

**PID(s)**

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

**Existing Certs**

1466114

This cover sheet is now a permanent part of the recorded document.

## 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.

[The remainder of this page is intentionally blank. Signature pages follow]

IN WITNESS WHEREOF, on the basis of mutual valuable consideration, and intending to be legally bound, the Grantor and the District voluntarily execute this Conservation Easement on the 15<sup>th</sup> day of August, 2019.

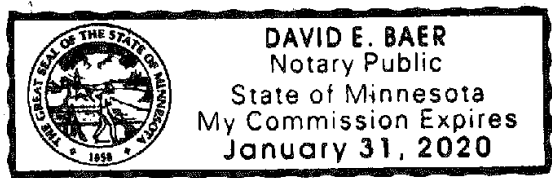
GRANTOR:

LAKE PROPERTIES LLC, a Delaware limited liability company

By: [Signature]  
Michael L. O'Shaughnessy  
Its: Chief Manager

STATE OF MINNESOTA    )  
                                          ) ss.  
COUNTY OF HENNEPIN    )

On this 15<sup>th</sup> day of August, 2019, before me appeared Michael L. O'Shaughnessy, the Chief Manager of Lake Properties LLC, a Delaware limited liability company, and on behalf of said limited liability company.



[Signature]  
Notary Public  
My Commission Expires: January 31, 2020

ACCEPTANCE

The Minnehaha Creek Watershed District hereby accepts the foregoing Conservation Easement this 5th day of September, 2019.

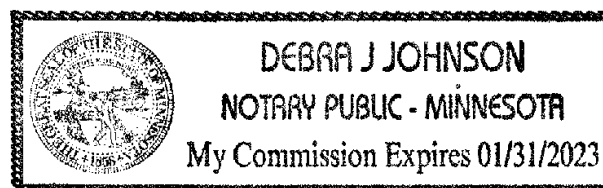
MINNEHAHA CREEK WATERSHED  
DISTRICT

By: Sherry Davis White  
Title: President

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 5th day of September, 2019 by Sherry Davis White the Board President of the Minnehaha Creek Watershed District, a governmental body created under Minnesota Statutes Chapter 103D, on behalf of said governmental body.

Debra J Johnson  
Notary Public  
My Commission Expires: 1.31.2023



## **MORTGAGEE'S CONSENT AND SUBORDINATION**

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned owner and holder of that certain Combination Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents (the "Mortgage"), encumbering the real property described in the Conservation Easement to which this Mortgagee's Consent and Subordination is attached, which Mortgage was filed for record on December 3, 2018, in the Office of the Registrar of Titles, Hennepin County, Minnesota, as Document No. T05579427, the undersigned hereby consents to the said Conservation Easement and subordinates the Mortgage to the rights and interests of the Minnehaha Creek Watershed District, a governmental body created under Minnesota Statutes Chapter 103D, its successors and assigns, arising under and by virtue of the Conservation Easement, and covenants and agrees that, in the event of a foreclosure, deed in lieu of foreclosure or other enforcement of the said Mortgage, the Conservation Easement, as it may be modified from time to time, shall remain undisturbed and shall be binding upon the undersigned and any other person or entity that acquires any interest in the said real property as the result of any such foreclosure, deed in lieu of foreclosure or other enforcement of the said Mortgage, and upon such acquirer's successors and assigns.

[The remainder of this page is blank. This instrument continues on the next page.]

RECORDED  
11/13/2018 11:11 AM  
Hennepin County, Minnesota  
Document No. T05579427

[SIGNATURE PAGE FOR MORTGAGEE]

MORTGAGEE:

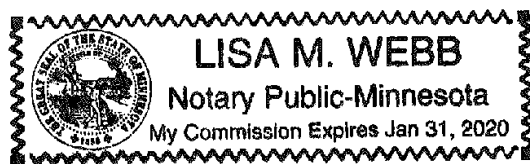
TRADITION CAPITAL BANK,  
a Minnesota banking corporation

By: [Signature]  
Name: Kevin Howk  
Title: EVP

Date Signed: 8/14, 2019

STATE OF MINNESOTA    )  
                                          ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this 14<sup>TH</sup> day of AUGUST, 2019 by KEVIN HOWK, the EVP of Tradition Capital Bank, a Minnesota banking corporation, on behalf of said corporation.



[Signature: Lisa Webb]  
Notary Public  
My Commission Expires: 1/31/20

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROTECTED PROPERTY**

**In the following described land situated in the County of Hennepin and State of Minnesota:**

Par 1: Lots D and E, "Carpenter's Point, Hennepin County Minn."

Par 2: 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.

Par 3: 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.

Being registered land as is evidenced by Certificate of Title No. 1466114.

**EXHIBIT B-1 - LEGAL DESCRIPTION OF CONSERVATION EASEMENT AREA**

[attached]

CONSERVATION EASEMENT EXHIBIT

SITE ADDRESS: 555 Bushaway Road, Wayzata, MN 55391

Three conservation easements over, under and across part of the following described parcel:

Parcel 1: Lots D and E, "Carpenter's Point, Hennepin County Minn."

Parcel 2: 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.

Parcel3: 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.

Being Registered land as is evidenced by Certificate of Title Number 1466114

Easement #3

Lying northerly, westerly and easterly of a line commencing at the northeast corner of said parcel; thence on an assumed bearing of South 00 degrees 15 minutes 18 seconds West, along the east line of said parcel, a distance of 156.24 feet to a point to hereinafter be referred to as Point "A" being the point of beginning of the line to be described; thence North 89 degrees 44 minutes 42 seconds West a distance of 25.00 feet; thence South 00 degrees 15 minutes 18 seconds West a distance of 30.00 feet; thence North 89 degrees 44 minutes 42 seconds West a distance of 89.73 feet; thence North 00 degrees 19 minutes 06 seconds East a distance of 108.02 feet; thence South 86 degrees 10 minutes 33 seconds West a distance of 333.53 feet, more or less, to the shore of Lake Minnetonka and there terminating.

And

Easement #2

That part of said parcel described as commencing at said Point "A"; thence South 00 degrees 15 minutes 18 seconds West, along said east line, a distance of 70.00 feet to the point of beginning; thence North 89 degrees 44 minutes 42 seconds West a distance of 105.29 feet; thence South 15 degrees 24 minutes 12 seconds West a distance of 230.68 feet; thence South 74 degrees 35 minutes 48 seconds East a distance of 81.00 feet; thence North 15 degrees 24 minutes 12 seconds East a distance of 30.00 feet; thence South 74 degrees 35 minutes 48 seconds East a distance of 25.00 feet to said east line to a point to hereinafter be referred to as Point "B"; thence North 15 degrees 24 minutes 12 seconds East along the east line of said parcel a distance of 212.04 feet to an angle point; thence North 00 degrees 15 minutes 18 seconds East, along said east line, a distance of 16.73 feet to the point of beginning.

And

Easement #1

Lying southerly and easterly of a line which commences at said Point "B"; thence South 15 degrees 24 minutes 12 seconds West, along said east line, a distance of 60.00 feet to the point of beginning; thence North 74 degrees 35 minutes 48 seconds West a distance of 106.00 feet; thence South 15 degrees 24 minutes 12 seconds West a distance of 94.40 feet; thence North 77 degrees 42 minutes 16 seconds West a distance of 367.22 feet, more or less, to the shore of Lake Minnetonka and there terminating.

Area Information: Easement 1 ~ 42,700 sq. ft. - 0.980 acres  
Easement 2 ~ 25,185 sq. ft. - 0.578 acres  
Easement 3 ~ 38,223 sq. ft. - 0.878 acres  
Total ~ 106,108 sq. ft. - 2.436 acres

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

Dated this 16th day of October, 2018.

David B. Pemberton, PLS  
pemberton@sathre.com

Minnesota License No. 40344

Sheet 1 of 2 Sheets

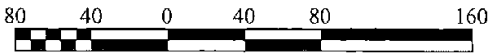
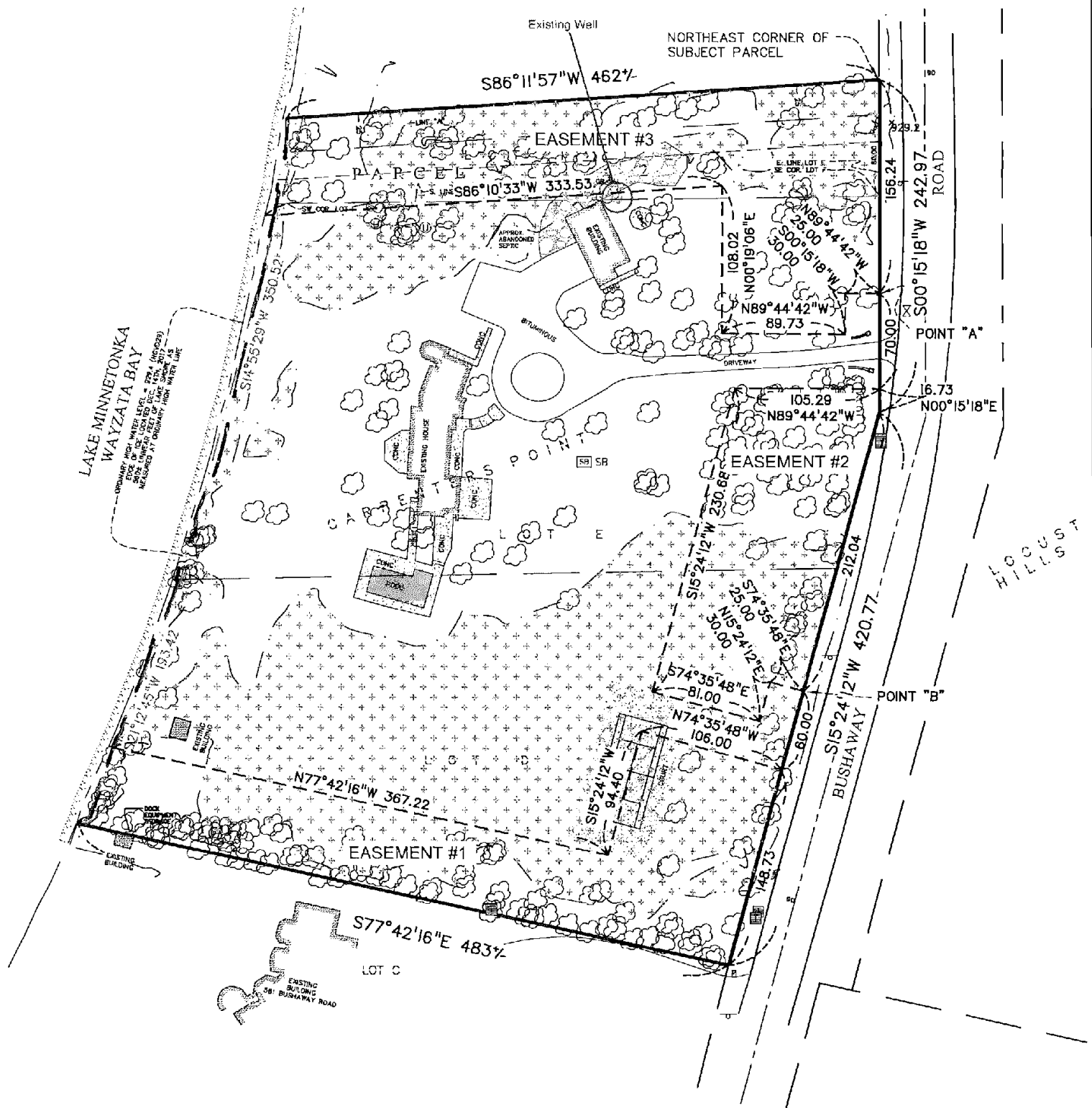
|                                                                                                                                                                                       |                                      |                  |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------|------------------------------------|
|  <div><b>SATHRE-BERGQUIST, INC.</b><br/>150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000</div> | Section 08 - Township 117 - Range 22 | JOB #: 49352-001 | REVISIONS                          |
|                                                                                                                                                                                       | EASEMENT EXHIBIT                     | FIELD CREW:      | Easement Area Information          |
|                                                                                                                                                                                       | PREPARED FOR                         | DRAWN BY: DBP    | 11/09/18 Easement Area/Description |
|                                                                                                                                                                                       | Lake Properties, LLC.                | CHECKED BY: JJA  |                                    |
|                                                                                                                                                                                       |                                      | DATE: 10/12/18   |                                    |

**EXHIBIT B-2 - SITE PLAN**

[attached]

CONSERVATION EASEMENT EXHIBIT

SITE ADDRESS: 555 Bushaway Road, Wayzata, MN 55391



SURVEY LEGEND

- |                     |                            |                    |                                |
|---------------------|----------------------------|--------------------|--------------------------------|
| ⊗ STORM DRAIN       | 972.5 GROUND ELEVATION     | ⊗ EXISTING TREE    | — CONCRETE CURB                |
| ⊗ CATCH BASIN       | (972.5) PROPOSED ELEVATION | ⊗ PROPOSED TREE    | — SANITARY SEWER               |
| ⊗ GATE VALVE        | WETLAND BUFFER POST        | ⊗ PROPOSED TREE    | — STORM SEWER                  |
| ⊗ HYDRANT           | ⊗ HAND HOLE                | ⊗ BITUMINOUS       | — WATERMAIN                    |
| ⊗ IRON PIPE SET     | ⊗ ELECTRIC TRANSFORMER     | ⊗ CONCRETE         | --- PROPOSED SILT FENCE        |
| ⊗ IRON PIPE FOUND   | ⊗ TELEPHONE PEDESTAL       | ⊗ CONTOUR PROPOSED | DT --- DRAIN TILE              |
| ⊗ SANITARY MANHOLE  | ⊗ UTILITY PEDESTAL         | ⊗ CONTOUR EXISTING | —x—x— FENCE                    |
| ⊗ DENOTES SUMP PUMP | ⊗ SEWER SERVICE ELEVATION  | — DRAINAGE ARROW   | — BSBL — BUILDING SETBACK LINE |

Sheet 2 of 2 Sheets

|                                                                                                                                                                           |                                      |                  |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------|------------------------------------|
|  <b>SATHRE-BERGQUIST, INC.</b><br>150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-8000 | Section 08 - Township 117 - Range 22 | JOB #: 49352-001 | REVISIONS                          |
|                                                                                                                                                                           | EASEMENT EXHIBIT                     | FIELD CREW:      | Easement Area Information          |
|                                                                                                                                                                           | PREPARED FOR                         | DRAWN BY: DBP    | 11/09/18 Easement Area/Description |
|                                                                                                                                                                           | Lake Properties, LLC.                | CHECKED BY: JJA  |                                    |
|                                                                                                                                                                           |                                      | DATE: 10/12/18   |                                    |

**EXHIBIT C**  
**NATURAL RESOURCES MANAGEMENT PLAN**

[attached]



## City of Wayzata Planning Commission Agenda Report

|                                                                 |                         |
|-----------------------------------------------------------------|-------------------------|
| <b>MEETING DATE:</b> July 20, 2026                              | <b>AGENDA ITEM:</b> 7.a |
| <b>TITLE:</b> Planning Commission Meeting Schedule              |                         |
| <b>PREPARED BY:</b> Haily Hedblom, Planner                      |                         |
| <b>REVIEWED BY:</b> Alex Sharpe, Community Development Director |                         |
| <b>60 DAY DEADLINE:</b> N/A                                     |                         |

**BACKGROUND:**

The 2026 City Calendar is attached. The next City Council meeting is scheduled for Tuesday, July 21st, 2026. The next Planning Commission meeting is scheduled for Monday, August 3rd, 2026.

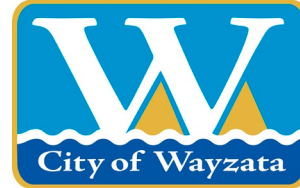
**ACTION REQUESTED:**

N/A

**ATTACHMENTS:**

1. City Calendar

# City of Wayzata 2026 Meeting Calendar



| January 2026 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| 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 |

HPB Mtg 1/21

| March 2026 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| 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 |    |    |    |    |

HPB Mtg 3/25

| May 2026 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | Th | F  | S  |
|          |    |    |    |    |    | 1  |
| 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       |    |    |    |    |    |    |

| July 2026 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | Th | F  | S  |
|           |    |    |    |    |    | 1  |
| 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 |    |

E&E Mtg 7/7 @ 5:30pm

| September 2026 |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
| S              | M  | T  | W  | Th | F  | S  |
|                |    |    | 1  | 2  | 3  | 4  |
| 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 |    |    |    |

| November 2026 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| 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 |    |    |    |    |    |

E&E Mtg 11/24

| February 2026 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| 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 |

HRA Meeting 2/23

E&E & HPB Mtg 2/25

| April 2026 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| S          | M  | T  | W  | Th | F  | S  |
|            |    |    |    | 1  | 2  | 3  |
| 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 |    |    |

HPB Mtg 4/8

HPB Mtg 4/22 @ 2:30pm

| June 2026 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | Th | F  | S  |
|           |    |    |    |    |    | 1  |
| 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 |

| August 2026 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| 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 5:30 PM

Planning Commission - 6:30 PM

City Council - 7:00 PM  
Local Board of Appeal & Equalization - April 7, 2026

Charter Commission - 9:00 AM

Lake Minnetonka  
Conservation District (LMCD)

Heritage Preservation  
Board (HPB) - TIME TBD

Housing & Redevelopment  
Authority (HRA) - 7:30 AM

Parks & Trails Board - 6:00 PM

Public Art Committee - 5:00 PM

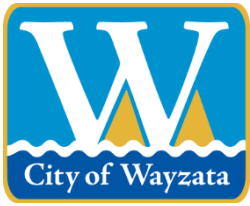
Night to Unite

Holiday Observed  
City Offices Closed

Election  
Precinct Caucuses—2/3/26 (No Public Meetings)

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

Revised  
6/25/2026



## City of Wayzata Planning Commission Agenda Report

|                                                                 |                         |
|-----------------------------------------------------------------|-------------------------|
| <b>MEETING DATE:</b> July 20, 2026                              | <b>AGENDA ITEM:</b> 7.b |
| <b>TITLE:</b> Review of Development Activities                  |                         |
| <b>PREPARED BY:</b> Alex Sharpe, Community Development Director |                         |
| <b>REVIEWED BY:</b>                                             |                         |
| <b>60 DAY DEADLINE:</b> N/A                                     |                         |

**BACKGROUND:**

A verbal update will be provided at the meeting.

**ACTION REQUESTED:**

N/A

**ATTACHMENTS:**

None