

**HOPKINS CITY COUNCIL
AGENDA
Tuesday, March 15, 2022
7:00 pm**

**THIS AGENDA IS SUBJECT TO CHANGE
UNTIL THE START OF THE CITY COUNCIL MEETING**

I. CALL TO ORDER

II. ADOPT AGENDA

III. PRESENTATIONS

1. Update from Hennepin County Commissioner Chris LaTondresse; Hanlon

IV. CONSENT AGENDA

1. Minutes of the March 1, 2022 City Council Meeting Proceedings
2. Minutes of the March 8, 2022 City Council Work Session Proceedings
3. Approval of Temporary Liquor License for Hopkins Elks Lodge #2221; Domeier
4. Resolution Establishing Precinct Boundaries and Polling Places; Domeier
5. Resolution Approving Special Assessment for Tree Removal on Private Property; Bishop
6. Resolution Authorizing the execution of a permanent easement agreement and a second amendment to temporary easement agreement to accommodate the SWLRT Green Line Extension; Stanley

V. PUBLIC HEARING

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Resolution Approving a Brew Pub Off-Sale License and an On-Sale Intoxicating Liquor License with Sunday Sales for Bear Cave Brewing, LLC; Domeier
2. Accept Bids and Award of Contract – 2022 Trunk Watermain Rehabilitation, City Project 2021-05; Klingbeil
3. Request for Proposals – 102 10th Avenue North; Elverum
4. Fourth Quarter Financial Update; Bishop

VIII. PUBLIC COMMENT

IX. ANNOUNCEMENTS

- Next City Council Regular Meeting: Tuesday, April 5 at 7 p.m.

X. ADJOURN

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
MARCH 1, 2022**

CALL TO ORDER

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, March 1, 2022 at 7:00 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Mayor Hanlon called the meeting to order with Council Members Beck, Garrido and Hunke attending. Council Member Balan was absent. Others attending included City Manager Mornson, City Clerk Domeier, Public Works Director Stanley, Director of Planning and Development Elverum, Assistant City Manager Lenz, Finance Director Bishop, City Engineer Klingbeil, Community Development Coordinator Youngquist and City Attorney Riggs.

ADOPT AGENDA

Motion by Hunke. **Second** by Garrido.

Motion to Adopt the Agenda.

Ayes: Beck, Garrido, Hunke, Hanlon

Nays: None. Absent: Balan. Motion carried.

PRESENTATIONS

III.1. SW LRT Construction Update; Elverum

Jim Alexander, SW LRT Project Director and Nkongo Cigolo, Community Outreach Coordinator provided an update on the light rail transit construction. Mr. Alexander stated that the Project Office is working with City staff to optimize surface parking at the Shady Oak Station Park and Ride. The City Council shared their concerns about a parking structure at the station, the delays in the project and the opening of the Cedar Lake Trail.

III.2. Resolution Supporting Sister City Boryspil, Ukraine; Mornson

City Manager Mornson provided history on the Sister City relationship with Boryspil, Ukraine. Mayor Hanlon invited former Mayor Jason Gadd, Irina Fursman and Richard Fursman to provide comments on the Sister City relationship and shared stories from connections in Boryspil. Heartfelt messages were exchanged from City Council showing support for the citizens of Boryspil.

Motion by Beck. **Second** by Hunke.

Motion to Adopt Resolution 2022-017 A Resolution Supporting Sister City Boryspil, Ukraine.

Ayes: Beck, Garrido, Hunke, Hanlon

Nays: None. Absent: Balan. Motion carried.

CONSENT AGENDA

Motion by Garrido. **Second** by Hunke.

**HOPKINS CITY COUNCIL
REGULAR MEETING PROCEEDINGS
MARCH 1, 2022**

Motion to Approve the Consent Agenda.

1. Minutes of the February 15, 2022 City Council Meeting Proceedings
2. Ratify Checks Issued in February 2022; Bishop
3. Resolution Changing Benefit Amount for the Hopkins Fire Department Relief Association; Specken
4. Beacon Interfaith Housing Collaborative (Vista 44) Site Plan Renewal and Extension; Lindahl

Ayes: Beck, Garrido, Hunke, Hanlon

Nays: None. Absent: Balan. Motion carried.

PUBLIC HEARING

V.1. Five-Year Street Reconstruction Plan and Resolution Adopting a Street Reconstruction Plan and Authorizing the Issuance of Street Reconstruction Bonds Thereunder; Bishop

Finance Director Bishop summarized Council Report 2022-020. Annually the City issues 429 General Obligation assessment bonds to complete the planned street reconstruction projects. Under the 429 process the City must assess a minimum of 20% of the project costs to benefitting property owners.

Mayor Hanlon opened the public hearing. No comments were received.

Motion by Beck. **Second** by Garrido.

Motion to Close the Public Hearing.

Ayes: Beck, Garrido, Hunke, Hanlon

Nays: None. Absent: Balan. Motion carried.

Motion by Hunke. **Second** by Beck.

Motion to adopt Resolution 2022-015 adopting a street reconstruction plan and authorizing the issuance of street reconstruction bonds thereunder.

Ayes: Beck, Garrido, Hunke, Hanlon

Nays: None. Absent: Balan. Motion carried.

V.2. Adopt Assessment Roll – 2022 Street and Utility Improvements, City Project 2021-10; Klingbeil

City Engineer Klingbeil and Nick Amatuccio from Bolton and Menk summarized Council Report 2022-016. Assessment calculations were prepared based on the overall lowest bid received for the 2022 Street and Utility Improvements. The assessment hearing sets in motion levying of assessments against benefitting properties.

Mayor Hanlon opened the public hearing. No comments were received.

**HOPKINS CITY COUNCIL
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Motion by Beck. **Second** by Garrido.

Motion to Close the Public Hearing.

Ayes: Beck, Garrido, Hunke, Hanlon

Nays: None. Absent: Balan. Motion carried.

Motion by Garrido. **Second** by Hunke.

Motion to adopt Resolution 2022-010, Resolution Adopting Assessment Roll, 2022 Street and Utility Improvements, City Project 2021-10.

Ayes: Beck, Garrido, Hunke, Hanlon

Nays: None. Absent: Balan. Motion carried.

NEW BUSINESS

VII.1. Accept Bids and Award of Contract – 2022 Street and Utility Improvements, City Project 2021-10; Klingbeil

City Engineer Klingbeil summarized Council Report 2022-017. The bid opening for the 2022 Street and Utility Improvements was held on January 21, 2022. This project involves rehabilitation of 6th Avenue South and 7th Avenue South from Mainstreet to 2nd Street South, 2nd Avenue South from 5th Street South to Nine Mile Cove, and 7th Street South from 2nd Avenue South to TH 169. Improvements include pavement, curbing, signage, drainage, water and sanitary sewer improvements and all necessary appurtenances. Additional “add-alternate” street segments involving pavement surface improvements were also included in the bid package for consideration, to determine if an economy of scale could be leveraged as these segments have been in need of improvement for years. The add-alternates include 1st Street North from 8th Avenue North to 14th Avenue North and 10th Avenue North from Mainstreet to 1st Street North.

Motion by Beck. **Second** by Garrido.

Motion to adopt Resolution 2022-011 Accepting Bid 2022 Street and Utility Improvements, City Project 2021-010.

Ayes: Beck, Garrido, Hunke, Hanlon

Nays: None. Absent: Balan. Motion carried.

Motion by Beck. **Second** by Hunke.

Motion to adopt Resolution 2022-012 Awarding the Contract, 2022 Street and Utility Improvements, City Project 2021-010.

Ayes: Beck, Garrido, Hunke, Hanlon

Nays: None. Absent: Balan. Motion carried.

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VII.2. Authorize Sale of \$9,840,000 General Obligation Bonds Series 2021A; Bishop Finance Director Bishop summarized Council Report 2022-021. The bonds are being sold to finance five purposes:

- 2022 street improvement project for 6th Avenue South and 7th Avenue South. The bonds for this purpose will be issued with a 16 year term to come from a general tax levy and special assessments.
- 2022 & 2023 Mill and overlay projects on 10th Avenue North and 1st Street North. The bonds for this purpose will be issued with a 10 year term to come from a general tax levy. Issuance for the 2023 portion is being recommended based on currently low interest rates.
- Trunk Water Main Rehabilitation. The bonds for this purpose will be issued with a 15 year term to come from utility revenues.
- Equipment Purchases (Fire Truck and Dump Truck). The bonds for this purpose will be issued with 10 year term to come from a general tax levy.
- Current Refunding of 2014A Bonds with an estimated net present value savings of \$44,000. The bonds for this portion of the project will be issued for a 8-year term ending in 2032 matching the original issuance. The bonds will continue to be funded from a general tax levy, special assessments and transfers from utility funds.

Motion by Garrido. **Second** by Hunke.

Motion to adopt Resolution 2022-016 Providing for the Sale of \$9,840,000 General Obligation Bonds, Series 2022A.

Ayes: Beck, Garrido, Hunke, Hanlon

Nays: None. Absent: Balan. Motion carried.

ANNOUNCEMENTS

Mayor Hanlon provided the upcoming meeting schedule.

ADJOURNMENT

There being no further business to come before the City Council and upon a motion by Hunke, second by Garrido, the meeting was unanimously adjourned at 8:26 p.m.

Respectfully Submitted,
Amy Domeier, City Clerk

ATTEST:

Patrick Hanlon, Mayor

Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL
WORK SESSION PROCEEDINGS
MARCH 8, 2022**

CALL TO ORDER

Pursuant to due call and notice thereof a work session of the Hopkins City Council was held on Tuesday, March 8, 2022 at 6:30 p.m. in the Council Chambers at City Hall, 1010 1st Street South.

Mayor Hanlon called the meeting to order with Council Members Beck, Balan, Garrido and Hunke attending. Others attending included City Manager Mornson, City Clerk Domeier, Public Works Director Stanley, Director of Planning and Development Elverum, Assistant City Manager Lenz, Community Development Coordinator Youngquist, Police Chief Johnson, Finance Director Bishop, Accountant Lindbery and City Attorney Riggs.

ADOPT AGENDA

Motion by Balan. **Second** by Hunke.

Motion to Adopt the Agenda.

Ayes: Balan, Beck, Garrido, Hunke, Hanlon

Nays: None. Absent: Balan. Motion carried.

Redistricting Plan Update; Domeier

City Clerk Domeier presented the proposed redistricting plan and summarized the recommended precinct boundary changes. Council Member Hunke questioned polling place options for Precinct 2. Assistant City Manager Lenz shared potential opportunities that did not come to fruition but there may be opportunities for future locations. Council Member Beck requested future work session discussion around elections to include: changing to even year elections, term limits and creation of wards.

American Rescue Plan Act (ARPA) Spending Plan; Bishop

Finance Director Bishop presented the preliminary version of the ARPA Spending Plan.

Public Safety

Mayor Hanlon shared meeting information about the mental health and community safety initiatives. Council Member Balan will also participate in the meetings. Council Member Beck favored the new police officer position but had concerns about the future levy impacts. He supported adding an emergency action plan for unforeseen events. City Manager Mornson stated that Fire Chief Specken is the Emergency Management Officer and that a future discussion will be held. Mr. Bishop will bring TIF funding information to the April 5 meeting. The Council supported the Public Safety initiatives.

Economic Development

Council Member Balan asked for clarification on the Planner 1 position. Director of Planning and Development Elverum provided more information about the position. Council Member Beck asked if the position could be filled by a consultant due to future budgeting concerns. Council Members Garrido and Hunke supported the additional staff. Mayor Hanlon supported additional staff but wanted the ability to not continue the position due to funding. The Council supported the Economic Development initiatives.

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Revenue Loss

Mayor Hanlon questioned if the Metropolitan Council is part of the Depot revenue losses. Mr. Bishop replied it has been over two years since discussions were last held. Mayor Hanlon asked for clarification on the Art Center deficit. Ms. Lenz provided information on changes to the Arts Center programming, budgeting and work to cut the deficit. Council Member Beck wanted up to \$100,000 more allocated to the Arts Center revenue loss.

Miscellaneous

Council Member Balan suggested waiting to pursue Youth Work Force Development Program and DEI initiatives and holding the funds for the unknown. Council Member Beck wanted more information on the DEI initiatives, plans and implementation along with measureable results. He was not as interest in pursuing the youth development program. He was also supportive of retaining the \$200,000. Ms. Lenz provided more information about the youth development program. Council Members Garrido and Hunke supported both initiatives also supported having some unallocated funds. He supported providing funds to the Hopkins Historical Society building. Mayor Hanlon shared his experience working with youth development programs and the opportunities they provide for building diversity. He requested more details for the DEI program and shared support for funding the Hopkins Historical Society. Council Member Beck cautioned the amount of funds required to get the Hopkins Historical Society project moving but was also concerned about the building condition.

Hopkins Park Plaza Concept Discussion; Elverum

Director of Planning and Development Elverum and representatives from Hopkins Park Plaza, LLC presented the proposed redevelopment on Mainstreet between 5th and 6th Avenues as provided in the meeting packet. Council was asked to consider if they are willing to sell HRA property and allow for the use of TIF financing.

City Manager Mornson provided historical context, clarified the TIF ask and wanted a comparison to the Gallery Flats property. Council Member Balan wanted to see more than 17 affordable units. He requested the market rate of the property to use as a sales price. Council Member Garrido also supported more affordable units but was concerned about relocating the existing tenants. Council Member Hunke concurred with the other comments and supported keeping the 4-story building height and tying the two buildings together architecturally, underground parking, taking care of displaced residents and selling the HRA lots. The Council wanted to enhance the corner of 5th Avenue and Mainstreet as a gateway to the Downtown. Council Member Beck spoke to the current turnover of the current tenants. He wasn't as supportive of using TIF for this project and noted that the affordable housing is low for asking for TIF assistance and free property. Mayor Hanlon also wanted to see the TIF financing information before making a decision.

Trilogy Real Estate Group, Blake Road Station Update; Elverum

Director of Planning and Development Elverum and Josh Peters from Trilogy Real Estate Group presented plans for the second phase of the Blake Road Station development (Site B) and its environmental cleanup needs.

**HOPKINS CITY COUNCIL
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Discussion was held about the environmental cleaning up and potential TIF funding requests. City Council shared their desire to work with existing businesses and tenants. Mr. Peters shared information about the recent neighborhood meeting. More discussion was held about the new notification procedures. Council Member Hunke requested an update on the business relocation assistance. Finance Director Bishop stated that only one business reached out about the program but no grants have been issued. Trilogy will consider an affordable housing option for Building C.

OTHER

City Manager Mornson provided an update on the Hopkins Academy. Council Member Balan shared an event JCI Hopkins is hosting April 3 through April 9.

ADJOURNMENT

There being no further business to come before the City Council and upon a motion by Hunke, second by Balan meeting was unanimously adjourned at 8:47 p.m.

Respectfully Submitted,
Amy Domeier, City Clerk

ATTEST:

Patrick Hanlon, Mayor

Amy Domeier, City Clerk



March 8, 2022

Council Report 2022-026

Approval of Temporary Liquor License for Hopkins Elks Lodge #2221

Proposed Action

Staff recommends adoption of the following motion: Approve the Issuance of a Temporary On-Sale Liquor Licenses to Hopkins Elks Lodge #2221.

Overview

Hopkins Elks Lodge #2221 (the “Elks”) has submitted an application for a temporary on-sale liquor license for the Brandon Wharton fundraising event. The liquor service will be limited to the outdoor pavilion on April 23 starting at 1 p.m. and ending 5 p.m. Temporary on-sale liquor licenses must be approved by the State of Minnesota, Alcohol & Gambling Enforcement Division.

Primary Issues to Consider

- The applicant meets the requirements set forth by State Statute to obtain a temporary on-sale liquor license.

Supporting Documents

- Complete application and certificate of insurance are on file in the City Clerk’s office.

Amy Domeier

Amy Domeier, City Clerk

Financial Impact: \$_____ Budgeted: Y/N ____ Source: _____ Related Documents (CIP, ERP, etc.): _____ Notes: _____

March 15, 2022



Council Report 2022-27

Resolution Establishing Precinct Boundaries and Polling Places

Proposed Action

Staff recommends that the Council approve the following motion: Move to approve Resolution 2022-020 Establishing Precinct Boundaries and Polling Places.

Overview

The Minnesota Supreme Court Special Redistricting Panel released its congressional and legislative redistricting plan on February 15, 2022. Municipalities have until March 29, 2022 to reestablish their precinct boundaries based on the court's plan.

The attached precinct map divides the city into five voting precincts. Polling places must be fully accessible, large enough to accommodate the election activities, free of other non-election activities, smoke and liquor free, and must be located either within the precinct boundary or within one mile of the precinct boundary.

Staff took the following factors in consideration when developing the proposed redistricting map: reviewing the current precinct boundaries, potential polling locations, population and future growth projections, accessibility to polling locations, easily identifiable and explainable precinct boundary lines, census block limitations, and the popularity of early voting.

Supporting Information

- Resolution 2022-022

A handwritten signature in blue ink that reads "Amy Domeier".

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2022-020

RESOLUTION ESTABLISHING PRECINCT BOUNDARIES AND POLLING PLACES

WHEREAS, the legislature of the State of Minnesota has been redistricted; and

WHEREAS, Minnesota statute section 204B.14, subd. 3(d) requires that precinct boundaries must be reestablished within 60 days of the when the legislature has been redistricted or at least 19 week before the state primary election, whichever comes first.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hopkins, County of Hennepin, State of Minnesota, hereby establishes the boundaries of the voting precincts and polling places described on the attached Exhibit A. Also attached to this resolution, for illustrative purposes, is a map showing said precincts and the location of each polling location.

Adopted by the City Council of the City of Hopkins this 15th day of March, 2022.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk

EXHIBIT A

Precinct 1 (Alice Smith Elementary School, 801 Minnetonka Mills Road)

That part of the City lying north of Highway 7 and east of Oakridge Road, south of Highway 7 to Minnetonka Mills Road and west of highway 169, south of Highway 7 to 2nd Street Northeast and east of highway 169 to Blake Road.

Precinct 2 (Zion Lutheran Church, 241 5th Avenue North)

That part of the City lying east of Highway 169, south of 2nd Street Northeast, and east of Blake Road

Precinct 3 (Hopkins Pavilion, 11000 Excelsior Boulevard)

That part of the City lying east of 11th Avenue South to Highway 169 and south of Excelsior Boulevard, west of to 11th Avenue South and south of the Twin Cities & Western railroad tracks.

Precinct 4 (Hopkins Activity Center, 33 14th Avenue North)

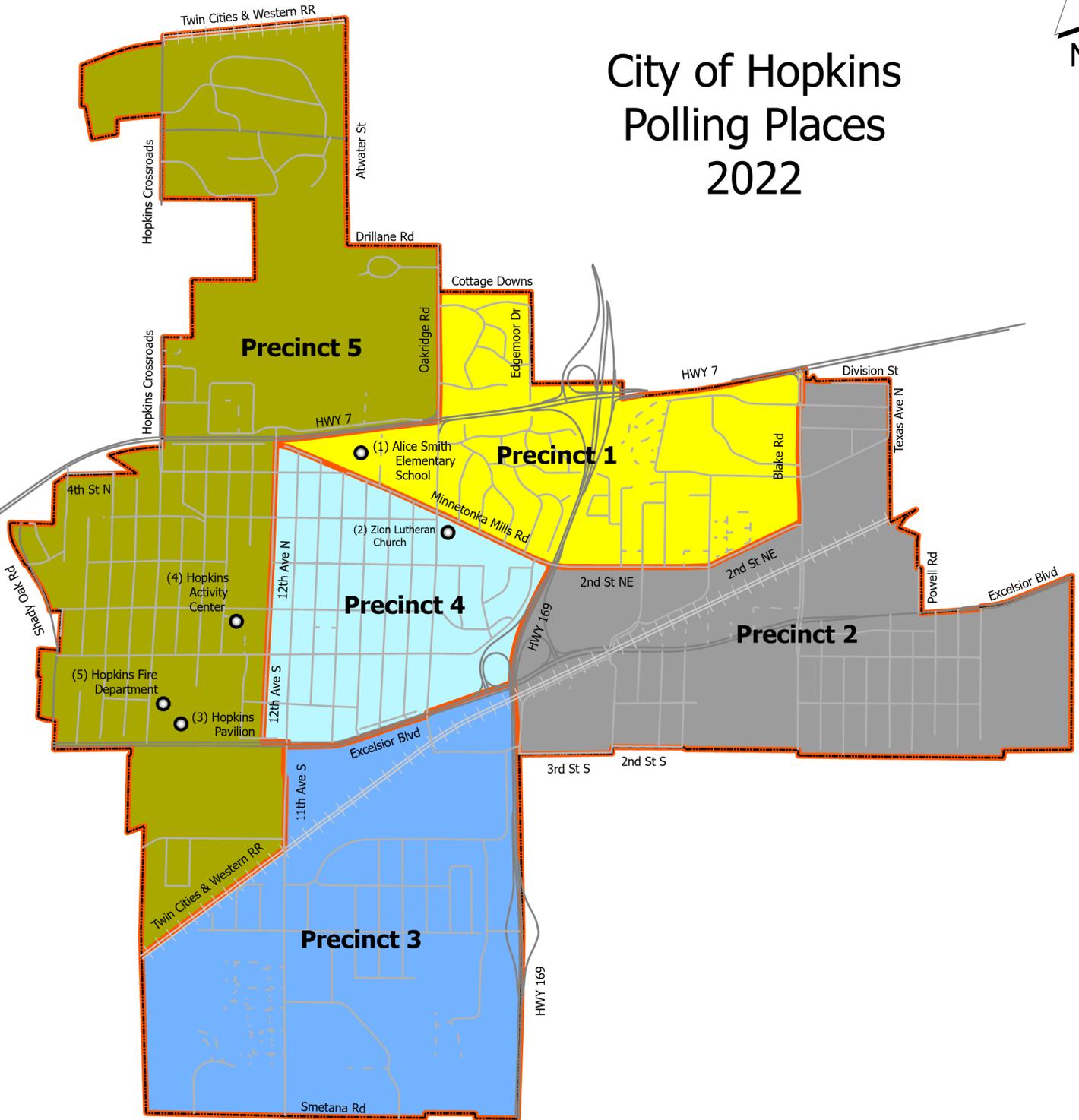
That part of the City lying west of Highway 169 to 12th Avenue North and 12th Avenue South, North of Excelsior Boulevard to Minnetonka Mills Road.

Precinct 5 (Hopkins Fire Department, 101 17th Avenue South)

That part of the City lying west of 11th Ave South and south of Excelsior Boulevard to the Twin Cities & Western Railroad tracks, west of 12th Avenue North and 12th Avenue South , north of Highway 7 and west if Oakridge Road and west of Atwater Street.



City of Hopkins Polling Places 2022



-  Precinct 1 - Alice Smith Elementary School, 801 Minnetonka Mills Road
-  Precinct 2 - Zion Lutheran Church, 241 5th Ave N
-  Precinct 3 - Hopkins Pavilion, 11000 Excelsior Boulevard
-  Precinct 4 - Hopkins Activity Center, 33 14th Avenue North
-  Precinct 5 - Hopkins Fire Department, 101 17th Avenue South

THE CITY OF
HOPKINS, MINNESOTA
HENNEPIN COUNTY





APPROVE SPECIAL ASSESSMENT OF TREE REMOVAL ON PRIVATE PROPERTY

Proposed Action:

Staff recommends that the Council approve the following motion: Move that the Hopkins City Council adopt Resolution 2022-018 Approving Special Assessment for Tree Removal on Private Property.

Overview:

As part of a city-wide inspection for diseased trees, a homeowner was required to have their diseased green ash tree removed. The homeowner is required to remove the diseased tree based on Hopkins City Code. Following receipt of invoiced removal costs the homeowner signed an agreement on March 3, 2022 petitioning the City to do the removal and waiving their right to object to the assessment. The removal was completed at a total cost of \$6,251.50. As part of the agreement a 10 year assessment at 4% was proposed and agreed to.

Hennepin County requires the City to take specific action placing the assessment on the taxes. This resolution accomplishes that requirement.

Supporting Information:

- Resolution 2022-018

Melanie Ortiz
Accounting Technician

Financial Impact: \$ <u>6,251.50</u> Budgeted: Y/N ___ N <u>X</u> Source: <u>property owner</u> Related Documents (CIP, ERP, etc.): _____ Notes: _____
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**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2022-018

**APPROVING SPECIAL ASSESSMENT FOR
TREE REMOVAL ON PRIVATE PROPERTY**

WHEREAS, On March 3, 2022 the owner of property at 338 Madison Ave N, Hopkins, MN and identified as 19-117-21-23-0072 signed an agreement petitioning for removal of a green ash tree on private property; and

WHEREAS, the owner has insufficient funds to remove the tree; and

WHEREAS, the City as a program whereby the owner has the ability to petition the City to do the removal and have the cost assessed to their taxes; and

WHEREAS, as part of the agreement the owner waives their right to object to the assessment,

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hopkins hereby orders the assessment of \$6,251.50 to be placed on the taxes of the property listed above for a 10 year period with an interest rate of 4%.

Adopted by the City Council of the City of Hopkins this 15th day of March, 2022.

By: _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



Easement Agreements with Metropolitan Council for SWLRT Green Line Extension

Proposed Action: Staff recommends the City Council adopt the following motion:

- Move to adopt Resolution 2022-023, authorizing the execution of a permanent easement agreement and a second amendment to temporary easement agreement to accommodate the SWLRT Green Line Extension.

Background/Recommendation

The Metropolitan Council is in the process of designing and constructing the Green Line Extension, also known as the Southwest Light Rail Transit (SWLRT) Project, which will extend existing light rail transit through numerous western suburbs, including Hopkins. In 2019, the City entered into a temporary easement agreement with the Metropolitan Council granting a temporary construction easement over a portion of City-owned property located on and around a former landfill site. Due to the property being located on a former landfill site, there are certain restrictions on said property that were previously imposed by the Minnesota Pollution Control Agency (MPCA). Therefore, the MPCA was part of the negotiations related to the temporary easement and continues to be involved in discussions related to the SWLRT project.

The above-described temporary easement agreement was amended in 2020, again with the MPCA's consent, to expand the easement area to accommodate construction access to the SWLRT site. Due to changes in the project timeline, the Metropolitan Council recently requested that the parties implement a second amendment to the temporary easement agreement. A second amendment instrument has been negotiated by all parties, including the City, the Metropolitan Council, and MPCA, which extends the term of the temporary easement through the end of 2024, subject to an optional extension of up to one year.

Additionally, the Metropolitan Council has requested that the City enter into a separate permanent easement agreement to provide perpetual access and transit easements over portions of the same City-owned property that is subject to the aforementioned temporary easement agreement. The easements are necessary to provide the Metropolitan Council with permanent easements over said property for the long-term operation and maintenance of the SWLRT project. To that end, all three parties have likewise negotiated an instrument that will provide the Metropolitan Council with said easement rights.

The city attorney has reviewed both of the aforementioned easements instruments that are now being presented for approval, and the public works director has reviewed the easements and has no concerns about their scope, duration, or location. Staff recommends that the City Council approval the resolution presented, which expressly conditions the City's execution of the instruments on first securing the required consent documents from MPCA.

Supporting Documents

- Resolution 2022-023
- Second Amendment to Temporary Easement Agreement
- Permanent Easement Agreement
- Fully Executed Temporary Easement Agreement

- Fully Executed First Amendment to Temporary Easement Agreement

/s/ David T. Anderson

Dave Anderson

Assistant City Attorney

CITY OF HOPKINS, MINNESOTA

RESOLUTION NO. 2022-023

**RESOLUTION AUTHORIZING THE EXECUTION OF A
PERMANENT EASEMENT AGREEMENT AND A SECOND
AMENDMENT TO TEMPORARY EASEMENT AGREEMENT
TO ACCOMMODATE THE SWLRT GREEN LINE EXTENSION**

WHEREAS, the Metropolitan Council intends to construct, operate, and maintain the Green Line Extension, also referred to as the Southwest Light Rail Project (the “Project”), a portion of which will be located in the City of Hopkins (the “City”); and

WHEREAS, to accommodate the Project, the Metropolitan Council has requested that the City grant and convey to it a permanent access easement and a permanent transit easement over portions of City-owned property located on and around a former landfill site; and

WHEREAS, to that end, the parties have negotiated a Permanent Easement Agreement (the “Permanent Easement”), which has been prepared, reviewed by the City Attorney, and presented to the City Council on the date of this Resolution; and

WHEREAS, on January 11, 2019, the City and the Metropolitan Council entered into a separate Temporary Construction Easement Agreement (the “Temporary Agreement”) to accommodate elements of the Project’s construction on and around the same landfill property referenced above; and

WHEREAS, on June 25, 2020, the parties modified the Temporary Agreement pursuant to that certain First Amendment to Temporary Easement Agreement (the “First Amendment”) in order to accommodate additional easement area for temporary construction access for the Project; and

WHEREAS, pursuant to its terms, the Temporary Agreement is scheduled to expire on June 2, 2023, subject to a limited extension period; and

WHEREAS, due to necessary adjustments in the Project schedule, the Metropolitan Council has requested that the City enter into a Second Amendment to Temporary Easement Agreement (“Second Amendment”), which also has been prepared, reviewed by the City Attorney, and presented to the City Council on the date of this Resolution; and

WHEREAS, the Second Amendment merely extends the term of the Temporary Agreement through December 31, 2024 and provides the Metropolitan Council with the right to extend said term for up to one additional year; and

WHEREAS, pursuant to that certain Easement, Declaration of Restrictions and Covenants, and Landfill Cleanup Agreement, recorded with Hennepin County as Document Nos. 6566524, 6566525, and 6566526, respectively, the Minnesota Pollution Control Agency

(“MPCA”) previously consented to the Temporary Agreement and the First Amendment, and due to the location of all respective easements mentioned above, MPCA must also consent to both the Permanent Easement and Second Amendment before the City may execute such instruments.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hopkins, Minnesota that the recitals above are fully incorporated into and made a part of this Resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Hopkins, Minnesota that the Permanent Easement and the Second Amendment are both approved and the Mayor and City Manager are hereby authorized to execute said instruments, provided, however, that such approval and execution is expressly conditioned on the MPCA and Metropolitan Council first executing a written consent instrument related to the Permanent Easement and Second Amendment in a form approved by the City Attorney.

NOW, THEREFORE, BE IT FINALLY RESOLVED, by the City Council of the City of Hopkins, Minnesota that the Mayor, City staff, City attorney and City consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Approved this 15th day of March, 2022 by the City Council of the City of Hopkins, Minnesota.

CITY OF HOPKINS, MINNESOTA

Patrick Hanlon, Mayor

Attest:

Amy Domeier, City Clerk

(Above space is reserved for Recording Information)

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT (this "**Agreement**") is made and entered into this _____ day of _____, 2022, by and between the City of Hopkins, a Minnesota municipal corporation, (the "**Grantor**"), and the Metropolitan Council, a public corporation and political subdivision under the law of the State of Minnesota (the "**Grantee**"). This Agreement sometimes refers to the Grantor and Grantee individually as a "**Party**" and collectively as the "**Parties.**"

WITNESSETH:

WHEREAS, the Grantor is the fee owner of certain real property that is legally described on **Exhibit A** attached hereto (the "City Property");

WHEREAS, the Grantee intends to construct, operate and maintain a light rail transit system ("LRT") on a portion of the City Property;

WHEREAS, the Grantor desires to grant and convey to Grantee two permanent easements, as more particularly described herein, on portions of the City Property and in furtherance of the Grantee's construction, operation and maintenance of Grantee's LRT infrastructure;

WHEREAS, the City Property is part of a former landfill and, consequently, it is subject to Minnesota Pollution Control Agency ("MPCA") regulations and restrictions;

WHEREAS, pursuant to that certain Easement, Declaration of Restrictions and Covenants, and Landfill Cleanup Agreement, recorded in the Office of the County Recorder, Hennepin County, Minnesota, as Document Nos. 6566524, 6566525, and 6566526, respectively, the MPCA has consented to this Agreement, as

indicated in that certain Consent and Authorization of the Commissioner of the Minnesota Pollution Control Agency Pursuant to Landfill Cleanup Agreement, which has been fully executed by both the MPCA and Grantee and is attached hereto as **Exhibit B** (“Consent and Authorization”).

NOW THEREFORE, in consideration for the mutual promises made herein, the parties agree as follows:

1. **Grant of Permanent Easements.** Grantor hereby grants and conveys to Grantee, its agents, employees, and contractors the following described easements:

a. **Permanent Access Easement.** A permanent access easement over, under, across and through that part of the City Property legally described on the attached **Exhibit C** (the “***Permanent Access Easement Area***”) to access the City Property (the “***Permanent Access Easement***”) as authorized by the CA in the Consent and Authorization. The Permanent Access Easement includes the rights of ingress and egress over and across the Permanent Access Easement Area by Grantee and its agents, employees, permittees and contractors, for the use of the Permanent Access Easement Area as may be necessary in the exercise of the rights and privileges herein granted. Grantee shall maintain (or cause to be maintained) the Permanent Access Easement Area in good condition and repair, including, without limitation, grading, paving, and ice and snow removal, to allow for its desired vehicular driveway access contemplated herein. Grantor shall be under no obligation whatsoever to maintain or repair the Permanent Access Easement Area or any of the improvements contained thereon.

b. **Permanent Transit Easement.** A permanent easement over, under, across and through that part of the City Property legally described on the attached **Exhibit D** (the “***Permanent Transit Easement Area***”) to construct, maintain, repair, replace and inspect the LRT Bridge constructed on the City Property (the “***Permanent Transit Easement***”) as authorized by the MPCA in the Consent and Authorization. The Permanent Transit Easement also includes the rights of ingress and egress over and across the City Property by Grantee and its agents, employees, permittees and contractors, for the use of the Permanent Transit Easement Area as may be necessary in the exercise of the rights and privileges herein granted.

(collectively, the “***Permanent Easements***”). The Permanent Easements are depicted on the attached **Exhibit E**.

2. **Covenant of Ownership.** Grantor covenants that it is the lawful owner and is in lawful possession of the City Property and has lawful right and authority to convey and grant the easements described herein.

3. **Notices and Demands.** All notices, requests, demands, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given three (3) business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: City of Hopkins
1010 First Street South
Hopkins, MN 55343
Attn: City Manager

Grantee: Metropolitan Council
390 Robert Street North
St. Paul, MN 55101-1805
Attn: Real Estate Office

Subject to the limitations set forth in Paragraph 5, the provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns and shall constitute a covenant running with the land.

4. **Indemnification.** Subject to and limited by the tort liability limits set forth in Minnesota Statutes, Chapter 466 or any other applicable law, none of which are waived by either party, Grantee agrees to indemnify, defend, and forever hold Grantor harmless from any loss, damage, injury or death arising from any act or omission of Grantee, or its agents, employees, permittees and contractors, caused to any person or property when exercising its rights afforded herein.

5. **Environmental Matters.** Grantee or its agents or contractors shall notify Grantor as soon as reasonably practical of any release or threatened release of any hazardous substance, hazardous waste, pollutant, contaminant, solid waste, or decomposition gases, as these terms are defined in law, encountered while exercising its rights afforded to it herein, and, as it relates to exercising such rights, shall bear all responsibility to properly address and dispose of any such release or threatened release or solid waste in consultation with the MPCA, as otherwise required in the Consent and Authorization.

6. **Amendment.** This Agreement may only be amended by an agreement in writing signed by the Parties or their successors and assigns. In the event of any amendment, the Parties agree to execute a recordable document to memorialize of record any such amendment.

7. **Additional Conditions.** The Permanent Easements granted and conveyed herein are subject to the Conditions of Consent contained in the Consent and Authorization.

8. **No Right in General Public.** This Agreement shall not create any right in the general public or any other party other than those specifically authorized in this Agreement to use the Permanent Easements. Nothing contained herein shall be deemed to permit use of the City Property as a public right-of-way.

9. **Miscellaneous.**

a. **Further Actions.** The Parties shall execute and deliver all further documents and take all further actions reasonably necessary or appropriate to effectuate the purposes of this Agreement.

b. **Time of the Essence.** Time is of the essence of each provision in this Agreement where time is a factor.

c. **Waiver.** No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

d. **Governing Law.** This Agreement has been made under the laws of the State of Minnesota and such laws shall control its interpretation.

e. **Counterparts.** This Agreement and any amendments to this Agreement may be executed in counterparts, each of which shall be fully effective and all of which together shall constitute one and the same instrument. A copy, facsimile copy or electronic copy of this Agreement, including its signature pages, will be binding and deemed to be an original.

f. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

g. **No Presumption against Drafter.** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

CITY OF HOPKINS,
a Minnesota municipal corporation,

By: _____
Patrick Hanlon
Title: Mayor

By: _____
Michael Mornson
Title: City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on the ___ day of _____, 2022,
by Patrick Hanlon and Michael Mornson, the Mayor and the City Manager of the City
of Hopkins, a Minnesota municipal corporation, on behalf of said corporation.

Notary Public

This instrument drafted by:

Office of the General Counsel
Metropolitan Council
390 North Robert Street
Saint Paul, MN 55101

EXHIBIT A
CITY PROPERTY LEGAL DESCRIPTION

P4002 - P.L.D. - 25-117-22-32-0092

That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22 lying South of the Chicago Milwaukee, St. Paul and Pacific Railway and EXCEPT the North 33 feet of the Ease 531.74 feet thereof.

ALSO EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, described as follows: Commencing at the point of intersection of the North line of said South Half with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence Southwesterly along said Southeasterly right-of-way line a distance of 200 feet to the point of beginning of the land to be described: Thence Southeasterly at right angles to said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet Southeasterly of said Southeasterly right-of-way Railroad line to the West line of said section 25; thence North along said Section line to its intersection with the said Southeasterly right-of-way line of said Railroad; thence Northeasterly along said Southeasterly right-of-way Railroad line to the point of beginning.

ALSO EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, described as follows: Commencing at the point of intersection of the North line of said South Half of said Section 25 with the Southeasterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way; thence Southwesterly along said Railroad right of way line a distance of 200 feet; thence at right angles Southeasterly a distance of 150 feet; thence Northeasterly at right angles a distance of 200 feet; thence Northwesterly in a straight line to the point of beginning.

ALSO EXCEPT:

That part of the East 195.78 feet of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117 North, Range 22 West of the Fifth Principal Meridian, which lies south of a line 33.00 feet south of, measured at right angles and parallel with the north line of the Northwest Quarter of the Southwest Quarter of said Section 25.

ALSO EXCEPT

That part of the West 12.75 chains of the south half of the South west Quarter of the Northwest Quarter lying southeasterly of the railroad right of way in Section 25, Township 117, Range 22;

Also EXCEPT

That part of Section 25, Township 117, Range 22, described as follows; Beginning at the point of intersection of the centerline of 7th Street South, extended westerly, with the southeasterly line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence southeasterly at right angles to the southeasterly line of the Chicago, Milwaukee, St. Paul & Pacific Railroad, a distance of 150 feet; thence northeasterly to a point in the centerline of 7th Street South, 250.82 feet east of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence westerly to the point of beginning.

P4003 - P.I.D. - 25-117-22-32-0091

That part of the South Half of Section 25, Township 117, Range 22, described as follows:
Commencing at the point of intersection of the North line of said South Half with the Southeastery right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence Southwesterly along said Southeastery right-of-way line a distance of 200 feet to the point of beginning of the land to be described; Thence Southeastery at right angles to said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet Southeastery of said Southeastery right-of-way Railroad line to the West line of said section 25; thence North along said Section line to its intersection with the said Southeastery right-of-way line of said Railroad ; thence Northeasterly along said Southeastery right-of-way Railroad line to the point of beginning.

P4004 - P.I.D. - 25-117-22-32-0070

That part of the South Half of Section 25, Township 117, Range 22, described as follows:
Commencing at the point of intersection of the North line of said South Half of said Section 25 with the Southeastery right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way; thence Southwesterly along said Railroad right of way line a distance of 200 feet; thence at right angles Southeastery a distance of 150 feet; thence Northeasterly at right angles a distance of 200 feet; thence Northwesterly in a straight line to the point of beginning.

EXHIBIT B
CONSENT AND AUTHORIZATION
[Executed Version to be attached]

EXHIBIT C

**PERMANENT ACCESS EASEMENT
LEGAL DESCRIPTION**

[see attached]

EXHIBIT C
PERMANENT ACCESS EASEMENT

PARCEL 4002

That part of the following described Parcel A which lies between Line A and Line B:

PARCEL A

That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota lying South of the Chicago Milwaukee, St. Paul and Pacific Railway and EXCEPT the North 33 feet of the East 531.74 feet thereof.

EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, Hennepin County Minnesota described as follows:

Commencing at the point of intersection of the North line of said South Half with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence Southwesterly along said Southeasterly right-of-way line a distance of 200 feet to the point of beginning of the land to be described. Thence Southeasterly at right angles to said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet Southeasterly of said Southeasterly right-of-way Railroad line to the West line of said section 25; thence North along said Section line to its intersection with the said Southeasterly right-of-way line of said Railroad; thence Northeasterly along said Southeasterly right-of-way Railroad line to the point of beginning.

EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, Hennepin County Minnesota described as follows:

Commencing at the point of intersection of the North line of said South Half of said Section 25 with the Southeasterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way; thence Southwesterly along said Railroad right of way line a distance of 200 feet; thence at right angles Southeasterly a distance of 150 feet; thence Northeasterly at right angles a distance of 200 feet; thence Northwesterly in a straight line to the point of beginning.

EXCEPT:

That part of the East 195.78 feet of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117 North, Range 22 West of the Fifth Principal Meridian Hennepin County Minnesota, which lies south of a line 33.00 feet south of, measured at right angles and parallel with the north line of the Northwest Quarter of the Southwest Quarter of said Section 25.

EXCEPT

That part of the West 12.75 chains of the south half of the Southwest Quarter of the Northwest Quarter lying southeasterly of the railroad right of way in Section 25, Township 117, Range 22 Hennepin County Minnesota.

EXCEPT

That part of Section 25, Township 117, Range 22, Hennepin County Minnesota described as follows;

Beginning at the point of intersection of the centerline of 7th Street South, extended westerly, with the southeasterly line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence southeasterly at right angles to the southeasterly line of the Chicago, Milwaukee, St. Paul & Pacific Railroad, a distance of 150 feet; thence northeasterly to a point in the centerline of 7th Street South, 250.82 feet east of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence westerly to the point of beginning.

LINE A:

Commencing at the northeast corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota; thence North 89 degrees 19 minutes 59 seconds West assumed bearing along the north line of said Northwest Quarter of the Southwest Quarter a distance of 297.33 feet to the point of beginning of Line A; thence South 23 degrees 46 minutes 21 seconds West a distance of 77.26 feet; thence southwesterly a distance of 136.54 feet along a tangential curve concave to the northwest having a radius of 120.00 feet and a central angle of 65 degrees 11 minutes 39 seconds; thence southwesterly a distance of 260.06 feet along a reverse curve concave to the south having a radius of 2987.66 feet and a central angle of 04 degree 59 minutes 14 seconds; thence northwesterly a distance of 81.94 feet along a reverse curve concave to the north having a radius of 220.00 feet and a central angle of 21 degrees 20 minutes 29 seconds and said Line A there terminating.

LINE B:

Commencing at the northeast corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota; thence North 89 degrees 19 minutes 59 seconds West assumed bearing along the north line of said Northwest Quarter of the Southwest Quarter a distance of 340.82 feet to the point of beginning of Line B; thence South 23 degrees 46 minutes 21 seconds West a distance of 60.20 feet; thence southwesterly a distance of 91.03 feet along a tangential curve concave to the northwest having a radius 80.00 feet and a central angle of 65 degrees 11 minutes 39 seconds; thence southwesterly a distance of 263.54 feet along a reverse curve concave to the south having a radius of 3027.66 feet and a central angle of 4 degrees 59 minutes 14 seconds; thence northwesterly a distance of 67.05 feet along a reverse curve concave to the north having a radius of 180.00 feet and a central angle of 21 degrees 20 minutes 29 seconds and said Line B there terminating.

PARCEL 4003

That part lying northwesterly and northeasterly of Line A:

LINE A:

Commencing at the northeast corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota; thence North 89 degrees 19 minutes 59 seconds West assumed bearing along the north line of said Northwest Quarter of the Southwest Quarter a distance of 297.33 feet to the point of beginning of Line A; thence South 23 degrees 46 minutes 21 seconds West a distance of 77.26 feet; thence southwesterly a distance of 136.54 feet along a tangential curve concave to the northwest having a radius of 120.00 feet and a central angle of 65 degrees 11 minutes 39 seconds; thence southwesterly a distance of 260.06 feet along a reverse curve concave to the south having a radius of 2987.66 feet and a central angle of 04 degree 59 minutes 14 seconds; thence northwesterly a distance of 81.94 feet along a reverse curve concave to the north having a radius of 220.00 feet and a central angle of 21 degrees 20 minutes 29 seconds; thence North 74 degrees 40 minutes 45 seconds West a distance of 28.36 feet; thence northwesterly a distance of 74.66 feet along a tangential curve concave to the northeast having a radius of 120.00 feet and a central angle of 35 degrees 38 minutes 54 seconds; thence southwesterly 54.94 feet along a reverse curve concave to the south having a radius of 36.00 feet and a central angle of 87 degrees 26 minutes 26 seconds; thence South 53 degrees 31 minutes 43 seconds West a distance of 53.24 feet; thence North 36 degrees 28 minutes 17 seconds West a distance of 4.49 feet to southwesterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way line and said Line A there terminating.

PARCEL 4004

That part of the following described Parcel B which lies between Line A and Line B:

PARCEL B

That part of the South Half of Section 25, Township 117 North, Range 22 Hennepin County Minnesota, described as follows:

Commencing at the point of intersection of the North line of said South half of said Section 25 with the Southeasterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way; thence Southwesterly along said Railroad right of way line a distance of 200 feet; thence at right angles Southeasterly a distance of 150 feet; thence Northeasterly at right angles a distance of 200 feet; thence Northwesterly in a straight line to the point of beginning.

LINE A:

Commencing at the northeast corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota; thence North 89 degrees 19 minutes 59 seconds West assumed bearing along the north line of said Northwest Quarter of the Southwest Quarter a distance of 297.33 feet to the point of beginning of Line A; thence South 23 degrees 46 minutes 21 seconds West a distance of 77.26 feet; thence southwesterly a distance of 136.54 feet along a tangential curve concave to the northwest having a radius of 120.00 feet and a central angle of 65 degrees 11 minutes 39 seconds; thence southwesterly a distance of 260.06 feet along a reverse curve concave to the south having a radius of 2987.66 feet and a central angle of 04 degree 59 minutes 14 seconds; thence northwesterly a distance of 81.94 feet along a reverse curve concave to the north having a radius of 220.00 feet and a central angle of 21 degrees 20 minutes 29 seconds; thence North 74 degrees 40 minutes 45 seconds West a distance of 28.36 feet; thence northwesterly a distance of 74.66 feet along a tangential curve concave to the northeast having a radius of 120.00 feet and a central angle of 35 degrees 38 minutes 54 seconds; thence southwesterly a distance of 54.94 feet along a tangential curve concave to the south having a radius of 120.00 feet and central angle of 87 degrees 26 minutes 26 seconds; thence South 53 degrees 31 minutes 43 seconds West a distance of 53.24 feet and said Line A there terminating.

LINE B:

Commencing at the northeast corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota; thence North 89 degrees 19 minutes 59 seconds West assumed bearing along the north line of said Northwest Quarter of the Southwest Quarter a distance of 340.82 feet to the point of beginning of Line B; thence South 23 degrees 46 minutes 21 seconds West a distance of 60.20 feet; thence southwesterly a distance of 91.03 feet along a tangential curve concave to the northwest having a radius 80.00 feet and a central angle of 65 degrees 11 minutes 39 seconds; thence southwesterly a distance of 263.54 feet along a reverse curve concave to the south having a radius of 3027.66 feet and a central angle of 4 degrees 59 minutes 14 seconds; thence northwesterly a distance of 67.05 feet along a reverse curve concave to the north having a radius of 180.00 feet and a central angle of 21 degrees 20 minutes 29 seconds; thence North 74 degrees 40 minutes 45 seconds West a distance of 28.36 feet; thence northerly a distance of 40.63 feet along a tangential curve concave to the northeast having a radius of 80.00 feet and a central angle of 29 degrees 05 minutes 53 seconds; thence northeasterly a distance of 62.27 feet along a compound curve concave to the east having a radius of 36.00 feet and a central angle of 99 degrees 06 minutes 35 seconds; thence North 53 degrees 31 minutes 43 seconds East a distance of 27.11 feet; thence North 36 degrees 28 minutes 17 seconds West a distance of 4.45 feet to the southeasterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way and said Line B there terminating.

EXHIBIT D

**PERMANENT TRANSIT EASEMENT
LEGAL DESCRIPTION**

[see attached]

EXHIBIT D
PERMANENT TRANSIT EASEMENT

PARCEL 4002

The west 15.00 feet of the following described Parcel A:

PARCEL A

That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota lying South of the Chicago Milwaukee, St. Paul and Pacific Railway and EXCEPT the North 33 feet of the East 531.74 feet thereof.

EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, Hennepin County Minnesota described as follows:

Commencing at the point of intersection of the North line of said South Half with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence Southwesterly along said Southeasterly right-of-way line a distance of 200 feet to the point of beginning of the land to be described. Thence Southeasterly at right angles to said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet Southeasterly of said Southeasterly right-of-way Railroad line to the West line of said section 25; thence North along said Section line to its intersection with the said Southeasterly right-of-way line of said Railroad; thence Northeasterly along said Southeasterly right-of-way Railroad line to the point of beginning.

EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, Hennepin County Minnesota described as follows:

Commencing at the point of intersection of the North line of said South Half of said Section 25 with the Southeasterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way; thence Southwesterly along said Railroad right of way line a distance of 200 feet; thence at right angles Southeasterly a distance of 150 feet; thence Northeasterly at right angles a distance of 200 feet; thence Northwesterly in a straight line to the point of beginning.

EXCEPT:

That part of the East 195.78 feet of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117 North, Range 22 West of the Fifth Principal Meridian Hennepin County Minnesota, which lies south of a line 33.00 feet south of, measured at right angles and parallel with the north line of the Northwest Quarter of the Southwest Quarter of said Section 25.

EXCEPT

That part of the West 12.75 chains of the south half of the Southwest Quarter of the Northwest Quarter lying southeasterly of the railroad right of way in Section 25, Township 117, Range 22 Hennepin County Minnesota.

EXCEPT

That part of Section 25, Township 117, Range 22, Hennepin County Minnesota described as follows;

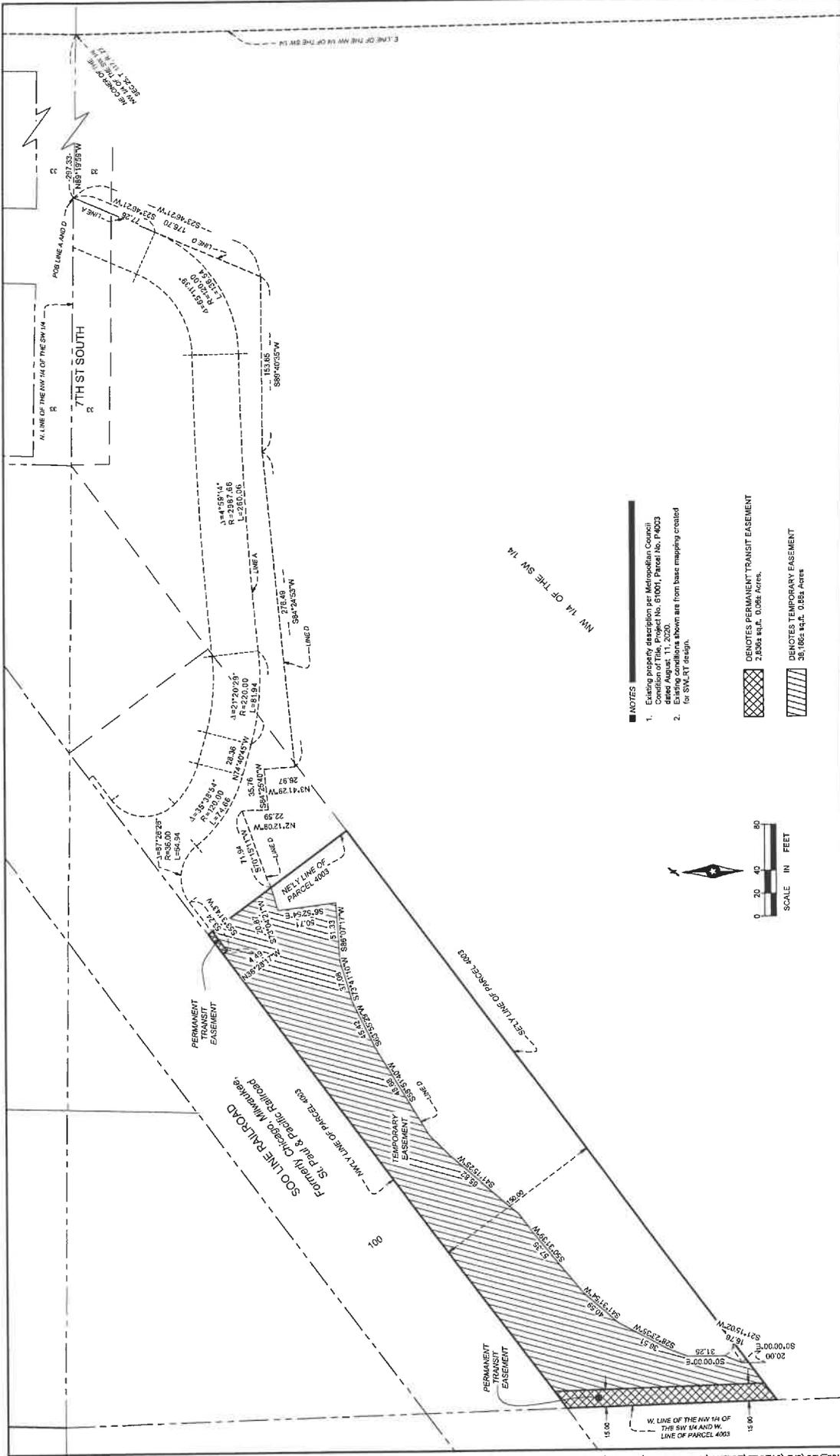
Beginning at the point of intersection of the centerline of 7th Street South, extended westerly, with the southeasterly line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence southeasterly at right angles to the southeasterly line of the Chicago, Milwaukee, St. Paul & Pacific Railroad, a distance of 150 feet; thence northeasterly to a point in the centerline of 7th Street South, 250.82 feet east of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence westerly to the point of beginning.

PARCEL 4003

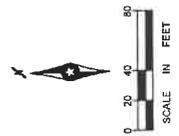
The west 15.00 feet of the following described Parcel C:

PARCEL C

That part of the South Half of Section 25, Township 117, Range 22 Hennepin County Minnesota, described as follows: Commencing at the point of intersection of the North line of said South Half with the Southeasterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Southwesterly along said Southeasterly right-of-way line a distance of 200 to the point of beginning of the land to be described; thence southeasterly at right angles to said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet Southeasterly of said Southeasterly right-of-way Railroad line to the West line of said section 25; thence North along said Section line to its intersection with said Southeasterly right-of-way line of said Railroad; thence Northeasterly along said Southeasterly right-of-way Railroad line to the point of beginning.



- NOTES**
- Existing property description per Metropolitan Council Condition of Title, Project No. 61001, Parcel No. P 4003 dated August, 11, 2020.
 - Existing conditions shown are from base mapping created for GUYTON design.



<p>EASEMENT EXHIBIT (Proposed Permanent and Temporary Easement) SOUTHWEST LRT-Parcel 4003</p>		<p>SHEET NAME: SURVEY</p>	<p>SHEET NO. 1 OF 2</p>
<p>AECOM</p>		<p>RANI engineering</p>	
<p>DATE: 3/3/21 DRAWN BY: RFW CHECKED BY: JVS DATE: 3/3/21</p>		<p>DATE: 3/3/21 DRAWN BY: RFW CHECKED BY: JVS DATE: 3/3/21</p>	

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.

DANIEL W. STUBER
 DATE: 3/3/21
 LICENSE NO.: 4937

PARCEL 4003 PROPOSED PERMANENT EASEMENT

The West 15.00 feet of the following described Parcel C and also that part lying northwesterly and northeasterly of Line A:

PARCEL C

That part of the South Half of Section 25, Township 117, Range 22, Hennepin County, Minnesota, described as follows: Commencing at the point of intersection of the North line of said South Half with the Southwesterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, thence Southwesterly along said Southwesterly right-of-way line a distance of 200 to the point of beginning of the land to be described; thence Southwesterly at right angles to said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet Southwesterly of said Southwesterly right-of-way Railroad line to the West line of said section 25; thence North along said Section line to its intersection with said Southwesterly right-of-way line of said Railroad; thence Northwesterly along said Southwesterly right-of-way Railroad line to the point of beginning.

LINE A:

Commencing at the northeast corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County, Minnesota; thence North 68 degrees 18 minutes 59 seconds West assumed bearing along the north line of said Northwest Quarter of the Southwest Quarter a distance of 297.33 feet to the point of beginning of Line A; thence South 23 degrees 46 minutes 21 seconds West a distance of 77.26 feet; thence Southwesterly a distance of 136.54 feet along a tangential curve concave to the northwest having a radius of 120.00 feet and a central angle of 65 degrees 11 minutes 39 seconds; thence Southwesterly a distance of 260.06 feet along a reverse curve concave to the south having a radius of 2397.66 feet and a central angle of 04 degrees 29 minutes 14 seconds; thence North 45 degrees 45 minutes 45 seconds West a distance of 28.36 feet; thence North 74 degrees 40 minutes 45 seconds West a distance of 21 degrees 20 minutes 29 seconds; thence North having a radius of 220.00 feet and a central angle of 21 degrees 20 minutes 29 seconds; a distance of 74.66 feet along a tangential curve concave to the northeast having a radius of 120.00 feet and a central angle of 35 degrees 38 minutes 54 seconds; thence Southwesterly 54.54 feet along a reverse curve concave to the south having a radius of 36.00 feet and a central angle of 87 degrees 25 minutes 26 seconds; thence South 53 degrees 31 minutes 43 seconds West a distance of 55.25 feet; thence North 36 degrees 28 minutes 17 seconds West a distance of 4.49 feet to southwesterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way line and said Line A there terminating.

CONTAINING 2.5361 sq. ft. 0.061 Acres

PARCEL C

That part of the South Half of Section 25, Township 117, Range 22, Hennepin County, Minnesota, described as follows: Commencing at the point of intersection of the North line of said South Half with the Southwesterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, thence Southwesterly along said Southwesterly right-of-way line a distance of 200 to the point of beginning of the land to be described; thence Southwesterly at right angles to said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet Southwesterly of said Southwesterly right-of-way Railroad line to the West line of said section 25; thence North along said Section line to its intersection with said Southwesterly right-of-way line of said Railroad; thence Northwesterly along said Southwesterly right-of-way Railroad line to the point of beginning.

LINE A:

Commencing at the northeast corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County, Minnesota; thence North 69 degrees 19 minutes 59 seconds West assumed bearing along the north line of said Northwest Quarter of the Southwest Quarter a distance of 297.33 feet to the point of beginning of Line A; thence South 23 degrees 46 minutes 21 seconds West a distance of 77.26 feet; thence Southwesterly a distance of 120.00 feet along a tangential curve concave to the northwest having a radius of 120.00 feet and a central angle of 65 degrees 11 minutes 39 seconds; thence Southwesterly a distance of 260.06 feet along a reverse curve concave to the south having a radius of 2397.66 feet and a central angle of 04 degrees 29 minutes 14 seconds; thence Northwesterly a distance of 81.94 feet along a reverse curve concave to the north having a radius of 220.00 feet and a central angle of 21 degrees 20 minutes 29 seconds; thence North 74 degrees 40 minutes 45 seconds West a distance of 28.36 feet; thence Northwesterly a distance of 74.66 feet along a tangential curve concave to the northeast having a radius of 120.00 feet and a central angle of 35 degrees 38 minutes 54 seconds; thence Southwesterly 54.94 feet along a reverse curve concave to the south having a radius of 36.00 feet and a central angle of 87 degrees 25 minutes 26 seconds; thence South 53 degrees 31 minutes 43 seconds West a distance of 55.25 feet; thence North 36 degrees 28 minutes 17 seconds West a distance of 4.49 feet to southwesterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way line and said Line A there terminating.

LINE D:

Commencing at the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County, Minnesota; thence North 89 degrees 19 minutes 59 seconds West assumed bearing along the north line of said Northwest Quarter of the Southwest Quarter a distance of 297.33 feet to the point of beginning of Line D; thence South 23 degrees 46 minutes 21 seconds West a distance of 77.26 feet; thence Southwesterly a distance of 120.00 feet along a tangential curve concave to the northwest having a radius of 120.00 feet and a central angle of 65 degrees 11 minutes 39 seconds; thence Southwesterly a distance of 260.06 feet along a reverse curve concave to the south having a radius of 2397.66 feet and a central angle of 04 degrees 29 minutes 14 seconds; thence North 45 degrees 45 minutes 45 seconds West a distance of 28.36 feet; thence North 74 degrees 40 minutes 45 seconds West a distance of 21 degrees 20 minutes 29 seconds; thence North having a radius of 220.00 feet and a central angle of 21 degrees 20 minutes 29 seconds; a distance of 74.66 feet along a tangential curve concave to the northeast having a radius of 120.00 feet and a central angle of 35 degrees 38 minutes 54 seconds; thence Southwesterly 54.54 feet along a reverse curve concave to the south having a radius of 36.00 feet and a central angle of 87 degrees 25 minutes 26 seconds; thence South 53 degrees 31 minutes 43 seconds West a distance of 55.25 feet; thence North 36 degrees 28 minutes 17 seconds West a distance of 4.49 feet to southwesterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way line and said Line A there terminating.

CONTAINING 381,683 sq. ft. 0.882 Acres

NO.	DATE	DRAWN/CHECKED/REVISION	DESIGNED BY:	CHECKED BY:	DATE:
1				MY/DJS	3/23/21
0				RPW	

AECOM

RANI engineering

METROPOLITAN

SOUTHWEST

EASEMENT EXHIBIT
(Proposed Permanent and
Temporary Easement)
SOUTHWEST LRT-Parcel 4003

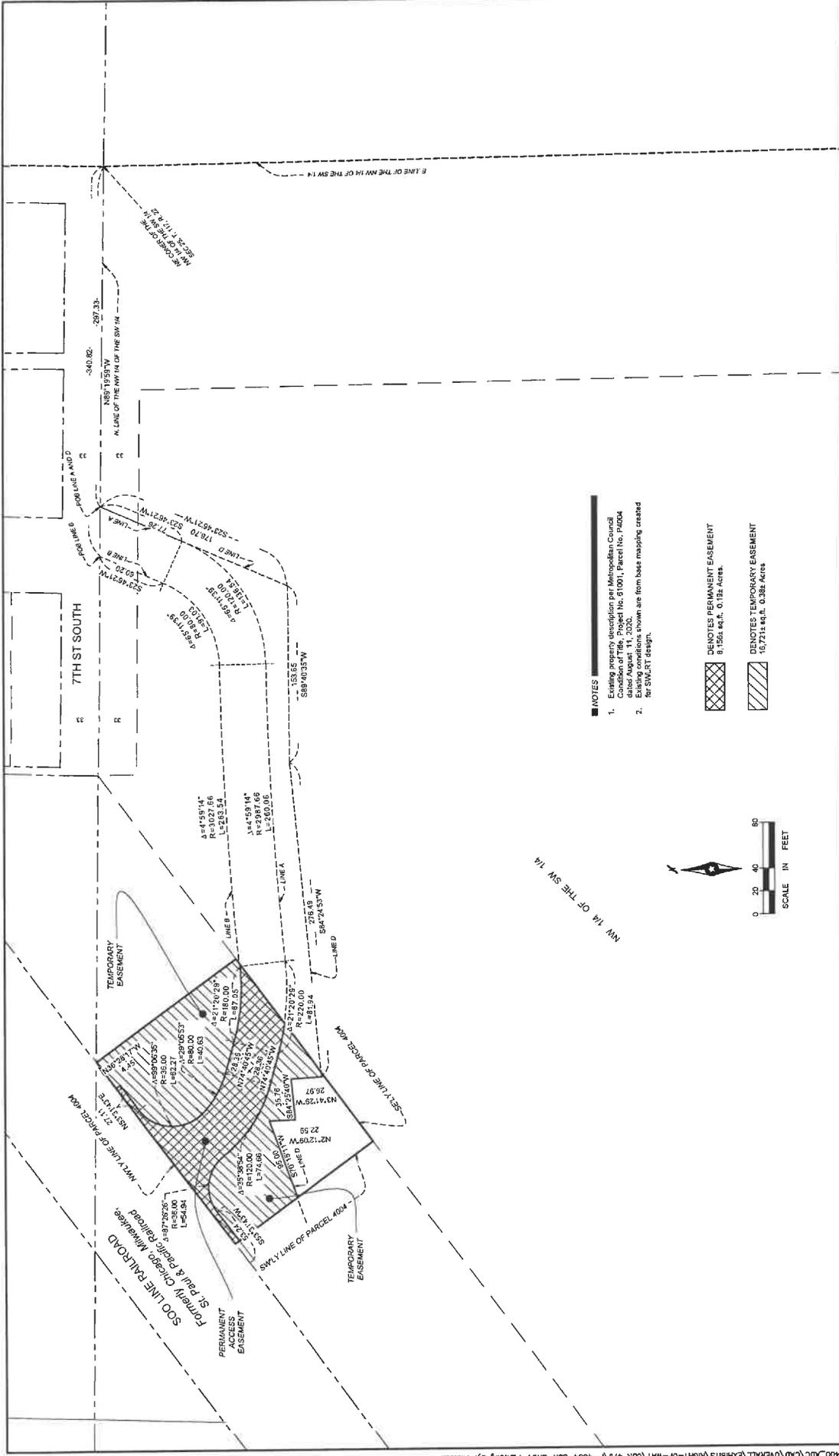
DISCIPLINE: SURVEY

SHEET NAME: SHEET 2 OF 2

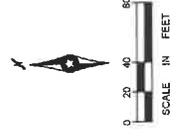
EXHIBIT E

DEPICTIONS OF PERMANENT ACCESS AND TRANSIT EASEMENTS

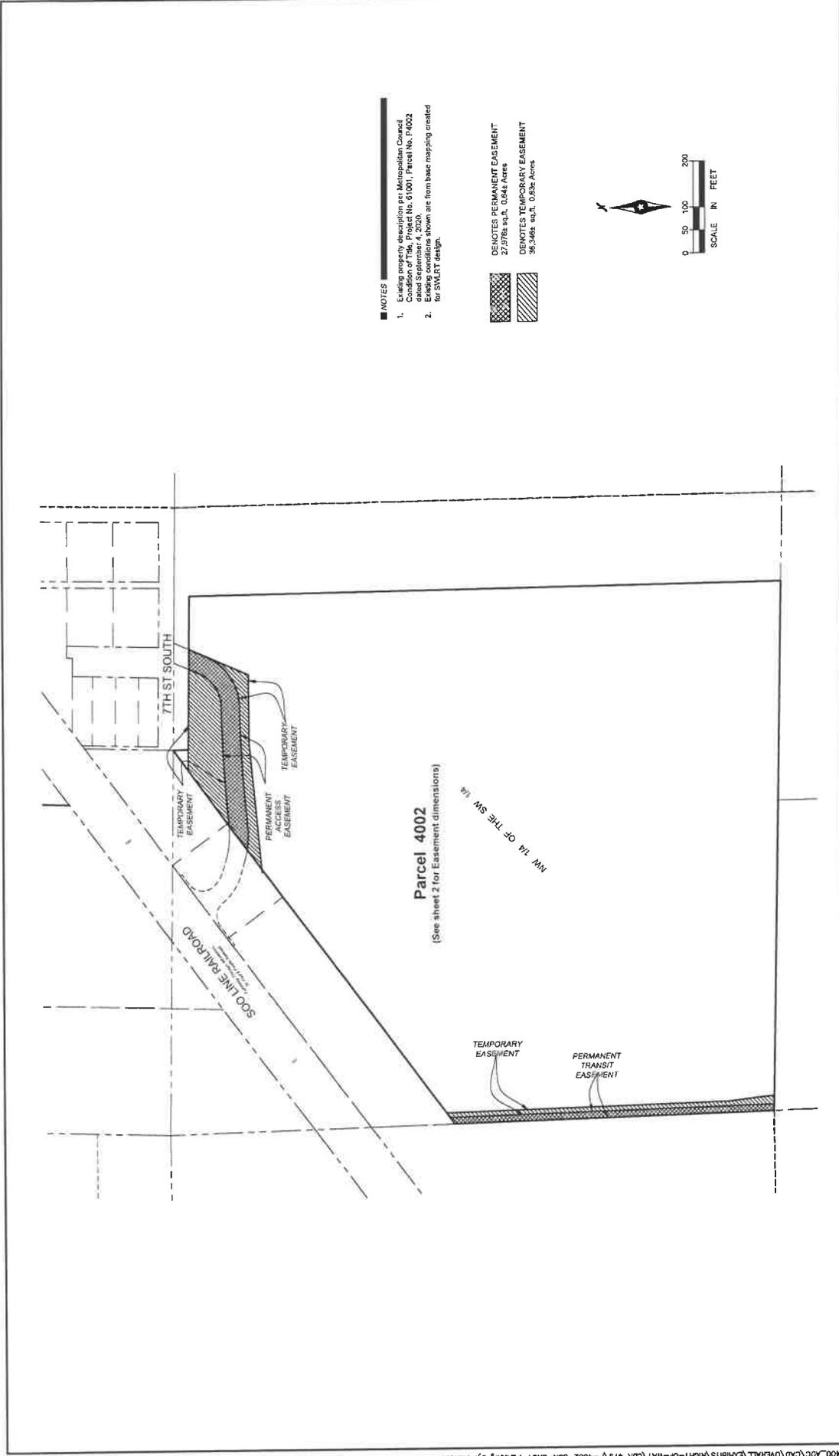
[see attached depiction]



- NOTES**
- Existing property description per Metropolitan Council Condition of Title, Project No. 61001, Parcel No. 14204 dated August 11, 2020.
 - Existing conditions shown are from base mapping created for SWCTC's design.



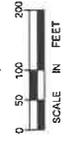
NO. DATE DRAWN/CHECKED/ISSUED/REVISION/SUBMITTAL				EASEMENT EXHIBIT (Proposed Permanent and Temporary Easement) SOUTHWEST LRT-Parcel 4004		SHEET 1 OF 2	
I hereby verify that this survey, plan, or report was prepared by a duly Licensed Land Surveyor under the laws of the State of Minnesota.				DISCIPLINE: SURVEY		SHEET NAME:	
DATE	3/3/21	DATE	3/3/21	RW 12/15/21 Changed permanent easement label		SURVEY	
DRAWN BY:	RPW	CHECKED BY:	MS/DS	PROJECT NO. 14204		SHEET NO. 1	
DATE	3/3/21	DATE	3/3/21	PROJECT NO. 14204		SHEET NO. 1	
DRAWN BY:	RPW	CHECKED BY:	MS/DS	PROJECT NO. 14204		SHEET NO. 1	
DRAWN BY:	RPW	CHECKED BY:	MS/DS	PROJECT NO. 14204		SHEET NO. 1	



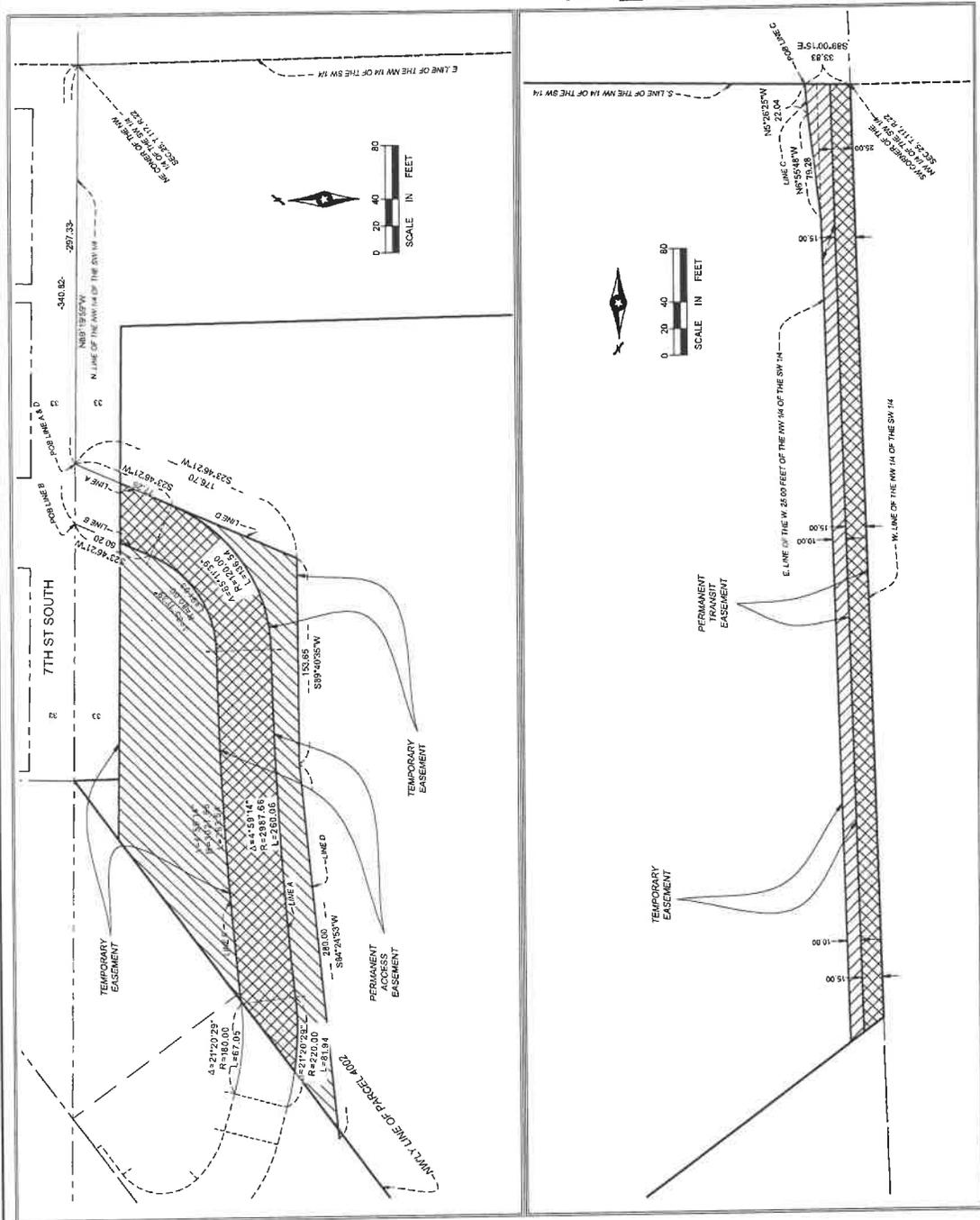
NOTES

1. Existing property description per Metropolitan Council Condition of Title, Project No. 61001, Parcel No. P4002 and Supplemental Plat No. 4002.
2. Easement boundaries shown are from base mapping created for SWLRT design.

 DENOTES PERMANENT EASEMENT
 27,976 sq.ft. 0.64 Acres
 DENOTES TEMPORARY EASEMENT
 36,348 sq.ft. 0.83 Acres



NO. DATE DRAWN BY CHECKED BY 1 0	PROJECT CHECKED BY: TREVINO / ADMINTAL DATE: 3/30/24 DESIGNED BY: DANIEL W. SOJNER DRAWN BY: RPW	L.C. NO.: 4987 CHECKED BY: M/DS DATE: 3/30/24	RW 121321 Minor revisions to sheets 2 and 4 (See sheets for comments) RW 121521 Changed permanent easement label	   	EASEMENT EXHIBIT (Proposed Permanent and Temporary Easement) SOUTHWEST LRT-Parcel 4002	SHEET 1 OF 4
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 DENOTES PERMANENT EASEMENT
 27,970.74 sq. ft. 0.64± Acres
 DENOTES TEMPORARY EASEMENT
 30,349.44 sq. ft. 0.69± Acres

NO.	DATE	DESCRIPTION / REVISION / SUBMITTAL
1		
0		

DESIGNED BY:	RFW	CHECKED BY:	MV/DSS	DATE:	3/3/21
PREPARED BY: RW 121521 Changed temp ease area from 0.84± to 0.83± ac. DRAWN BY: RW 121521 Changed permanent easement label					









EASEMENT EXHIBIT
 (Proposed Permanent and Temporary Easement)
SOUTHWEST LRT-Parcel 4002

DISCIPLINE: SURVEY
 SHEET NAME:

SHEET 2 OF 4

PARCEL A/02 PROPOSED TEMPORARY EASEMENT

That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota lying southwest of Line C except the West 25.00 feet thereof.

ALSO:

The East 10.00 feet of the West 25.00 feet of the following described Parcel A.

ALSO:

That part of the following described Parcel A lying northwesterly and northerly of Line D, except that lying along Line A and Line B, also except the north 33.00 feet of said Northwest Quarter of the Southwest Quarter.

PARCEL A

That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota lying South of the Chicago Milwaukee, St. Paul and Pacific Railway and EXCEPT the North 33 feet of the East 531.74 feet thereof.

EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, Hennepin County Minnesota described as follows:

Commencing at the point of intersection of the North line of said South Half with the Southeastery right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence Southeastery along said Southeastery right-of-way line a distance of 200 feet to the point of beginning of the land to be described; thence Southeastery at right angles to the point of beginning of said Southeastery right-of-way line a distance of 150 feet to the Southeastery right-of-way line of said Southeastery right-of-way line; thence Southeastery along said Southeastery right-of-way line to the intersection with the said Southeastery right-of-way line of said Railroad; thence Northeastery along said Southeastery right-of-way Railroad line to the point of beginning.

EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, Hennepin County Minnesota described as follows:

Commencing at the point of intersection of the North line of said South Half of said Section 25 with the Southeastery right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way; thence Southeastery along said Railroad right-of-way line a distance of 200 feet; thence at right angles Southeastery a distance of 150 feet; thence Northeastery at right angles a distance of 200 feet; thence Northwestery in a straight line to the point of beginning.

EXCEPT:

That part of the East 105.75 feet of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117 North, Range 22 West of the Fifth Principal Meridian Hennepin County Minnesota, which lies south of a line 33.00 feet south of, measured at right angles and parallel with the north line of the Northwest Quarter of the Southwest Quarter of said Section 25.

EXCEPT

That part of the West 12.75 chains of the south half of the Southwest Quarter of the Northwest Quarter lying southeastery of the railroad right of way in Section 25, Township 117, Range 22 Hennepin County Minnesota.

EXCEPT

That part of Section 25, Township 117, Range 22, Hennepin County Minnesota described as follows:

Beginning at the point of intersection of the centerline of 7th Street South, extended westerly, with the Southeastery line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence Southeastery at right angles to the Southeastery line of the Chicago, Milwaukee, St. Paul & Pacific Railroad a distance of 150 feet; thence Northwestery at right angles to the Southeastery line of the Chicago, Milwaukee, St. Paul & Pacific Railroad a distance of 150 feet; thence Northwestery in a straight line to the point of beginning.

LINE A:

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota; thence North 89 degrees 19 minutes 59 seconds West assumed bearing along the north line of said Northwest Quarter of the Southwest Quarter a distance of 297.33 feet to the point of beginning of Line A; thence South 23 degrees 46 minutes 21 seconds West a distance of 77.26 feet; thence Southeastery a distance of 135.54 feet along a tangential curve concave to the northwest having a radius of 120.00 feet and a central angle of 65 degrees 11 minutes 39 seconds; thence Southeastery a distance of 260.06 feet along a reverse curve concave to the south having a radius of 287.26 feet and a central angle of 04 degrees 59 minutes 23 seconds; thence Southeastery a distance of 61.04 feet along a reverse curve concave to the north having a radius of 220.00 feet and a central angle of 21 degrees 20 minutes 29 seconds and said Line A there terminating.

LINE B:

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota; thence North 89 degrees 19 minutes 59 seconds West assumed bearing along the north line of said Northwest Quarter of the Southwest Quarter a distance of 340.02 feet to the point of beginning of Line B; thence South 23 degrees 46 minutes 21 seconds West a distance of 60.26 feet; thence Southeastery a distance of 211.00 feet along a tangential curve concave to the northwest having a radius of 80.00 feet and a central angle of 65 degrees 11 minutes 39 seconds; thence Southeastery a distance of 263.54 feet along a reverse curve concave to the south having a radius of 302.76 feet and a central angle of 4 degrees 59 minutes 14 seconds; thence Northwestery a distance of 67.05 feet along a reverse curve concave to the north having a radius of 180.00 feet and a central angle of 21 degrees 20 minutes 29 seconds and said Line B there terminating.

LINE C:

Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota; thence South 89 degrees 19 minutes 59 seconds West assumed bearing along the north line of said Northwest Quarter of the Southwest Quarter a distance of 33.83 feet to the point of beginning of Line C; thence North 05 degrees 26 minutes 25 seconds West a distance of 22.04 feet; thence North 06 degrees 55 minutes 48 seconds West a distance of 79.28 feet to the East line of the West 25.00 feet of said Northwest Quarter of the Southwest Quarter and said Line C there terminating.

LINE D:

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota; thence North 89 degrees 19 minutes 59 seconds West assumed bearing along the north line of said Northwest Quarter of the Southwest Quarter a distance of 297.33 feet to the point of beginning of Line D; thence South 23 degrees 46 minutes 21 seconds West a distance of 176.70 feet; thence South 69 degrees 40 minutes 35 seconds West a distance of 153.65 feet; thence South 84 degrees 24 minutes 53 seconds West a distance of 280.00 feet and said Line D there terminating.

CONTAINING 36.346± ac, fl. 0.83± Acres

NO. DATE		DRAWN BY: RPW		CHECKED BY: MVIDS		DATE: 3/2/21		RW 12/15/21 Added a "thence" in Line D description	
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EASEMENT EXHIBIT
(Proposed Permanent and Temporary Easement)
SOUTHWEST LRT-Parcel 4002

SHEET
4
OF
4

SURVEY

DRAWN BY: RPW
CHECKED BY: MVIDS
DATE: 3/2/21

RW 12/15/21 Added a "thence" in Line D description

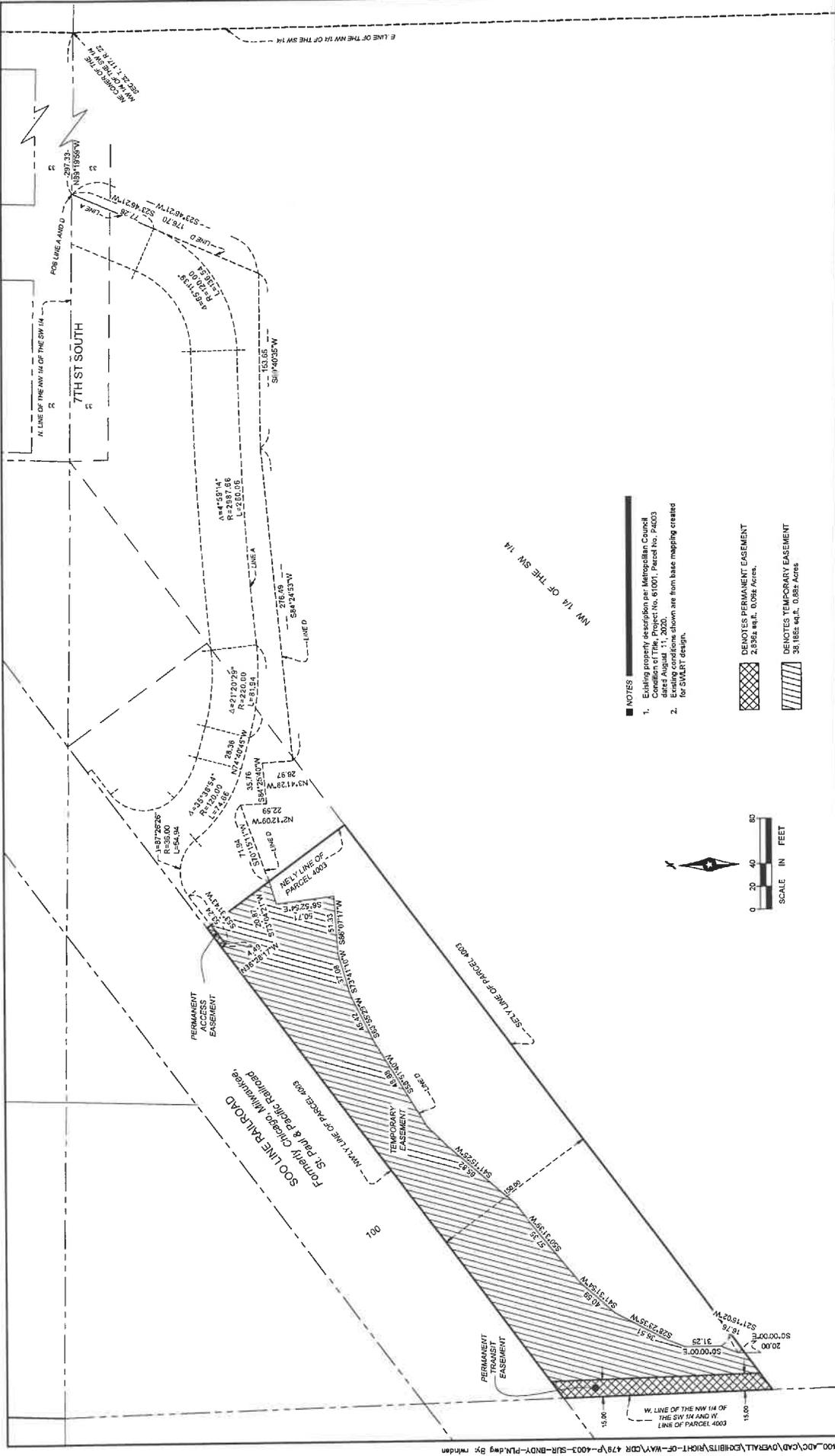
CONTAINING 36.346± ac, fl. 0.83± Acres

SOUTHWEST LRT-Parcel 4002

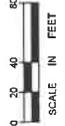
METROPOLITAN
ST. PAUL & PACIFIC
RAILROAD

RANI
engineering

AECOM



- NOTES**
1. Existing property description per Metropolitan Council Commission of Title, Project No. 61001, Parcel No. P4003 dated August 11, 2020.
 2. Existing conditions shown are from base mapping created for CIVILTY design.



NO.	DATE	DRAWING CHECKED/REVISION SUBMITTAL	PROPERTY ENTRY THAT THIS SURVEY, PLAN, OR REPORT WAS MADE FOR AND THE DATE OF THE SURVEY, PLAN, OR REPORT WAS MADE FOR AND THE NAME OF THE CLIENT OR THE NAME OF THE STATE OF MINNESOTA.	
			DRAWN BY: RPW	DATE: 3/30/21
			DRAWN BY: DANIEL V. STINER	L.C. NO.: 40837
			DATE: 3/30/21	CHECKED BY: MWDS
			DRAWN BY: RPW	DATE: 3/30/21
			RW 721521 Changed permanent easement label	
			EASEMENT EXHIBIT (Proposed Permanent and Temporary Easement) SOUTHWEST LRT-Parcel 4003	
			DISCIPLINE: SURVEY	SHEET NAME:
			1	2
			SHEET	

PARCEL 4003 PROPOSED TEMPORARY EASEMENT

That part of the following described Parcel C lying northerly and northwesterly of Line D except that part lying southeasterly and southwesterly of Line A and except the Westerly 15.00 feet thereof:

PARCEL C

That part of the South Half of Section 25, Township 117, Range 22 Hennepin County Minnesota, described as follows: Commencing at the point of intersection of the North line of said South Half with the Southeastern right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Southwesterly along said Southeastern right-of-way line a distance of 260 to the point of beginning of the curve; thence along a circular curve to the northwest having a radius of 120.00 feet and a central angle of 65 degrees 11 minutes 29 seconds; thence southwesterly a distance of 260.06 feet along a reverse curve concave to the south having a radius of 2357.66 feet and a central angle of 64 degrees 59 minutes 14 seconds; thence northwesterly a distance of 81.94 feet along a reverse curve concave to the north having a radius of 220.00 feet and a central angle of 21 degrees 20 minutes 29 seconds; thence North 74 degrees 40 minutes 45 seconds West a distance of 28.36 feet; thence northwesterly a distance of 74.66 feet along a tangential curve concave to the northeast having a radius of 120.00 feet and a central angle of 35 degrees 38 minutes 54 seconds; thence southwesterly 54.94 feet along a reverse curve concave to the northwest having a radius of 2357.66 feet and a central angle of 64 degrees 59 minutes 14 seconds; thence North 38 degrees 31 minutes 17 seconds West a distance of 53.24 feet; thence North 36 degrees 28 minutes 17 seconds West a distance of 4.49 feet to southwesterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way line and said Line A there terminating.

LINE A:

Commencing at the northeast corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota; thence North 89 degrees 19 minutes 59 seconds West assumed bearing along the north line of said Northwest Quarter of the Southwest Quarter a distance of 287.33 feet to the point of beginning of the curve; thence along a circular curve to the northwest having a radius of 120.00 feet and a central angle of 65 degrees 11 minutes 29 seconds; thence southwesterly a distance of 260.06 feet along a reverse curve concave to the south having a radius of 2357.66 feet and a central angle of 64 degrees 59 minutes 14 seconds; thence northwesterly a distance of 81.94 feet along a reverse curve concave to the north having a radius of 220.00 feet and a central angle of 21 degrees 20 minutes 29 seconds; thence North 74 degrees 40 minutes 45 seconds West a distance of 28.36 feet; thence northwesterly a distance of 74.66 feet along a tangential curve concave to the northeast having a radius of 120.00 feet and a central angle of 35 degrees 38 minutes 54 seconds; thence southwesterly 54.94 feet along a reverse curve concave to the northwest having a radius of 2357.66 feet and a central angle of 64 degrees 59 minutes 14 seconds; thence North 38 degrees 31 minutes 17 seconds West a distance of 53.24 feet; thence North 36 degrees 28 minutes 17 seconds West a distance of 4.49 feet to southwesterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way line and said Line A there terminating.

LINE D:

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota; thence North 89 degrees 19 minutes 59 seconds West assumed bearing along the north line of said Northwest Quarter of the Southwest Quarter a distance of 287.33 feet to the point of beginning of Line D; thence South 23 degrees 46 minutes 21 seconds West a distance of 178.70 feet; thence South 89 degrees 40 minutes 35 seconds West a distance of -53.65 feet; thence South 84 degrees 24 minutes 53 seconds West a distance of 278.49 feet; thence North 03 degrees 41 minutes 29 seconds West a distance of 26.97 feet; thence South 84 degrees 25 minutes 40 seconds West a distance of 35.76 feet; thence North 02 degrees 12 minutes 09 seconds West a distance of 22.59 feet; thence South 70 degrees 15 minutes 11 seconds West a distance of 71.84 feet; thence South 73 degrees 04 minutes 21 seconds West a distance of 20.87 feet; thence South 06 degrees 52 minutes 54 seconds East a distance of 30.71 feet; thence South 86 degrees 07 minutes 17 seconds West a distance of 311.11 feet; thence South 89 degrees 41 minutes 09 seconds West a distance of 137.03 feet; thence South 53 degrees 55 minutes 29 seconds West a distance of 45.42 feet; thence South 58 degrees 51 minutes 40 seconds West a distance of 48.68 feet; thence South 41 degrees 15 minutes 25 seconds West a distance of 65.82 feet; thence South 50 degrees 31 minutes 39 seconds West a distance of 57.35 feet; thence South 41 degrees 31 minutes 54 seconds West a distance of 40.59 feet; thence South 28 degrees 23 minutes 35 seconds West a distance of 38.51 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 31.25 feet; thence South 21 degrees 15 minutes 02 seconds West a distance of 16.76 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 20.00 feet and said Line D there terminating.

CONTAINING 38.186± sq.ft. 0.88± Acres

PARCEL 4003 PROPOSED PERMANENT EASEMENT

The west 15.00 feet of the following described Parcel C and also that part lying northwesterly and northwesterly of Line A:

PARCEL C

That part of the South Half of Section 25, Township 117, Range 22 Hennepin County Minnesota, described as follows: Commencing at the point of intersection of the North line of said South Half with the Southeastern right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Southwesterly along said Southeastern right-of-way line a distance of 260 to the point of beginning of the curve; thence along a circular curve to the northwest having a radius of 120.00 feet and a central angle of 65 degrees 11 minutes 29 seconds; thence southwesterly a distance of 260.06 feet along a reverse curve concave to the south having a radius of 2357.66 feet and a central angle of 64 degrees 59 minutes 14 seconds; thence northwesterly a distance of 81.94 feet along a reverse curve concave to the north having a radius of 220.00 feet and a central angle of 21 degrees 20 minutes 29 seconds; thence North 74 degrees 40 minutes 45 seconds West a distance of 28.36 feet; thence northwesterly a distance of 74.66 feet along a tangential curve concave to the northeast having a radius of 120.00 feet and a central angle of 35 degrees 38 minutes 54 seconds; thence southwesterly 54.94 feet along a reverse curve concave to the northwest having a radius of 2357.66 feet and a central angle of 64 degrees 59 minutes 14 seconds; thence North 38 degrees 31 minutes 17 seconds West a distance of 53.24 feet; thence North 36 degrees 28 minutes 17 seconds West a distance of 4.49 feet to southwesterly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way line and said Line A there terminating.

LINE A:

Commencing at the northeast corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22, Hennepin County Minnesota; thence North 89 degrees 19 minutes 59 seconds West assumed bearing along the north line of said Northwest Quarter of the Southwest Quarter a distance of 287.33 feet to the point of beginning of Line A; thence South 23 degrees 46 minutes 21 seconds West a distance of 178.70 feet; thence South 89 degrees 40 minutes 35 seconds West a distance of -53.65 feet; thence South 84 degrees 24 minutes 53 seconds West a distance of 278.49 feet; thence North 03 degrees 41 minutes 29 seconds West a distance of 26.97 feet; thence South 84 degrees 25 minutes 40 seconds West a distance of 35.76 feet; thence North 02 degrees 12 minutes 09 seconds West a distance of 22.59 feet; thence South 70 degrees 15 minutes 11 seconds West a distance of 71.84 feet; thence South 73 degrees 04 minutes 21 seconds West a distance of 20.87 feet; thence South 06 degrees 52 minutes 54 seconds East a distance of 30.71 feet; thence South 86 degrees 07 minutes 17 seconds West a distance of 311.11 feet; thence South 89 degrees 41 minutes 09 seconds West a distance of 137.03 feet; thence South 53 degrees 55 minutes 29 seconds West a distance of 45.42 feet; thence South 58 degrees 51 minutes 40 seconds West a distance of 48.68 feet; thence South 41 degrees 15 minutes 25 seconds West a distance of 65.82 feet; thence South 50 degrees 31 minutes 39 seconds West a distance of 57.35 feet; thence South 41 degrees 31 minutes 54 seconds West a distance of 40.59 feet; thence South 28 degrees 23 minutes 35 seconds West a distance of 38.51 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 31.25 feet; thence South 21 degrees 15 minutes 02 seconds West a distance of 16.76 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 20.00 feet and said Line A there terminating.

CONTAINING 2,836± sq.ft. 0.06± Acres

NO.		DATE	PREPARED BY	CHECKED BY:	APPROVED BY:	DATE:	REVISED BY:	DATE:
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DEFINED BY:		RPW	CHECKED BY:		RV/DS	3/03/21		
DRAWN BY:			DATE:					
AECOM		RANI engineering		METROPOLITAN		SOUTHWEST LRT-PARCEL 4003		
EASEMENT EXHIBIT		(Proposed Permanent and Temporary Easement)		SURVEY		SHEET NAME:		
SHEET		2		OF		2		

PARCELS P4002, P4003, P4004
SECOND AMENDMENT TO TEMPORARY EASEMENT AGREEMENT

THIS SECOND AMENDMENT TO TEMPORARY EASEMENT AGREEMENT (this "*Second Amendment*") is made and entered into this ___ day of _____, 2022, by and between the CITY OF HOPKINS, a Minnesota municipal corporation ("*Grantor*"), and the METROPOLITAN COUNCIL, a public corporation and political subdivision under the laws of the State of Minnesota ("*Grantee*"). This Agreement sometimes refers to Grantor and Grantee individually as a "*Party*" and collectively as the "*Parties*."

WITNESSETH:

WHEREAS, the Grantor and Grantee entered into a Temporary Easement Agreement, on or about January 11, 2019 to enable the Grantee to construct the Green Line Extension, also referred to as the Southwest Light Rail Project ("*Original Agreement*").

WHEREAS, the Grantor and Grantee entered into a First Amendment to Temporary Easement Agreement ("*First Amendment*") in June 2020 that modified the Temporary Easement Area, as that term was defined in the Original Agreement.

WHEREAS, pursuant to that certain Easement, Declaration of Restrictions and Covenants, and Landfill Cleanup Agreement, recorded with Hennepin County as Document Nos. 6566524, 6566525, and 6566526, respectively, the Minnesota Pollution Control Agency ("*MPCA*") has consented to this Second Amendment, as indicated in that certain Second Amendment to Consent and Authorization of the Commissioner of the Minnesota Pollution Control Agency Pursuant to Landfill Cleanup Agreement, which has been executed by both the MPCA and Grantee and is attached hereto as **Exhibit A**.

WHEREAS, the Parties now desire to execute this Second Amendment to Temporary Easement Agreement to modify the duration of the Temporary Easement, as defined in the Original Agreement.

WHEREAS, the Parties desire that all other terms of the Original Agreement and First Amendment continue unchanged and remain in full force and effect.

NOW THEREFORE, in consideration for the mutual promises made herein, the Parties agree as follows:

1. **Amendment of Temporary Easement Agreement.**

a. Section 2 of the Original Agreement, as amended by the First Amendment, is hereby deleted in its entirety and replaced with the following new Section 2:

2. **Term of Temporary Easement.** The Temporary Easement defined above shall commence immediately

upon execution of this Agreement and, subject to Section 3 below, expire on **December 31, 2024**.

- b. Section 3 of the Original Agreement, as amended by the First Amendment, is hereby deleted in its entirety and replaced with the following with the following new Section 3:

3. Extension Option of Temporary Easement.

With respect to the expiration date above, the Grantee shall have the option to extend the term of the Temporary Easement for up to two (2) six (6)-month periods. Such option for extension shall be exercised by written notice from Grantee delivered to Grantor not less than fourteen (14) days prior to the expiration of the then-current term of the Temporary Easement.

2. **Execution.** This Second Amendment may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one document.
3. **Effect of Amendment.** The Original Agreement and First Amendment remain in full force and effect and are not modified except as expressly provided herein.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the date first set forth above.

METROPOLITAN COUNCIL,
a public corporation and political subdivision under the laws of the State of Minnesota,

By: _____
Title: Regional Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

This instrument was acknowledged before me on the ____ day of _____, 2022 by Mary Bogie, the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision under the laws of the State of Minnesota, on its behalf.

Notary Public

EXHIBIT A

SECOND AMENDMENT TO CONSENT AND AUTHORIZATION

[to be attached once executed]

**SECOND AMENDMENT TO
CONSENT AND AUTHORIZATION OF THE COMMISSIONER OF THE
MINNESOTA POLLUTION CONTROL AGENCY PURSUANT TO LANDFILL
CLEANUP AGREEMENT**

THIS SECOND AMENDMENT TO CONSENT AND AUTHORIZATION OF THE COMMISSIONER OF THE MINNESOTA POLLUTION CONTROL AGENCY PURSUANT TO LANDFILL CLEANUP AGREEMENT (this "Second Amendment to Authorization") is made and entered into this ____ day of _____ 2022, by and between the Metropolitan Council, a public corporation and political subdivision under the law of the State of Minnesota (the "Council"), and the State of Minnesota, a sovereign body, by its Commissioner of the Minnesota Pollution Control Agency ("MPCA").

WITNESSETH:

WHEREAS, the Council and MPCA entered into a Consent and Authorization of the Commissioner of the Minnesota Pollution Control Agency Pursuant to Landfill Cleanup Agreement (the "Authorization"), on or about January 4, 2019 to authorize the City of Hopkins to grant a temporary easement to the Council to use a portion of the Property, as that term is defined in the Authorization, to locate, install, and construct a light rail transit system and its associated improvements ("LRT Project") on land adjacent to the Property. The Authorization is attached hereto as **Exhibit A**.

WHEREAS, in accordance with the Authorization, the City of Hopkins and the Council entered into that certain Temporary Easement Agreement, dated January 11, 2019 (the "Temporary Easement").

WHEREAS, subsequent to the execution of the Authorization and the Temporary Easement, the Council determined that the depiction of the easement area in Exhibit C to the Temporary Easement must be modified to completely construct a 25'-0" wide access road for crane access and bridge construction for the LRT Project, as that term is defined in the Authorization. Construction of the LRT Project also required the removal and replacement of an existing fence on the Property. Accordingly, the Council sought an amendment to the Authorization, which it received ("First Amendment to Authorization") and which is attached hereto as **Exhibit B**, which authorized the City and Council to thereafter amend the Temporary

Easement via a First Amendment to Temporary Easement Agreement, dated _____, 20____.

WHEREAS, due to unexpected construction delays, additional time pursuant to the Temporary Easement, as amended, is necessary to finish construction of the LRT Project.

WHEREAS, other than the extension of the Temporary Easement's expiration date from June 2, 2023 to December 31, 2024, subject to the right of the Council to exercise up to two (2) six (6) month extensions, as provided below, the Council and MPCA desire that all other terms of the Authorization and First Amendment to Authorization, including the covenants, conditions, and restrictions, continue unchanged and remain in full force and effect.

NOW THEREFORE, in consideration for the mutual promises made herein, the Council and MPCA agree that the Authorization, as amended by the First Amendment to Authorization, shall be further amended to allow for the following:

Section 2 of the Temporary Easement, as amended, may be deleted in its entirety and replaced with the following new Section 2:

2. **Term of Temporary Easement**. The Temporary Easement defined above shall commence immediately upon execution of this Agreement and, subject to Section 3 below, expire on **December 31, 2024**.

Section 3 of the Temporary Easement, as amended, may be deleted in its entirety and replaced with the following with the following new Section 3:

3. **Extension Option of Temporary Easement**. With respect to the expiration date above, the Grantee shall have the option to extend the term of the Temporary Easement for up to two (2) six (6)-month periods. Such option for extension shall be exercised by written notice from Grantee delivered to Grantor not less than fourteen (14) days prior to the expiration of the then-current term of the Temporary Easement.

NOW ALSO THEREFORE, this Second Amendment to Authorization may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one document. The Authorization and First Amendment to Authorization remain in full force and effect and are not modified except as expressly provided herein.

METROPOLITAN COUNCIL

By: _____
Mary Bogie
Regional Administrator

Dated: _____, 2022

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

This instrument was acknowledged before me on the ____ day of _____, 2022 by Mary Bogie, the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision under the laws of the State of Minnesota, on its behalf.

Notary Public

This instrument drafted by:

Office of the General Counsel
Metropolitan Council
390 North Robert Street
Saint Paul, MN 55101

EXHIBIT A

**Consent and Authorization of the Commissioner of the Minnesota Pollution Control
Agency Pursuant to Landfill Cleanup Agreement**

CONSENT AND AUTHORIZATION OF
THE COMMISSIONER OF
THE MINNESOTA POLLUTION CONTROL AGENCY
PURSUANT TO LANDFILL CLEANUP AGREEMENT

WHEREAS, the City of Hopkins, a municipal corporation created and existing under the laws of the State of Minnesota (the "City"), is the owner of certain real property located in Hennepin County, Minnesota, legally described in **Exhibit 1** (the "Property");

WHEREAS, the Metropolitan Council, a public corporation and political subdivision under the law of the State of Minnesota, (the "Council") wishes to use a portion of the Property to locate, install and construct a light rail transit system and its associated improvements on land adjacent to the Property (the "Project"), as described in project plans included in emails from the Council dated April 16, 2018, and June 26, 2018, both attached hereto as **Exhibit 2** ("Project Plans");

WHEREAS, the City wishes to grant a Temporary Easement Agreement (the "Temporary Easement") to the Council to complete the Project, attached hereto as **Exhibit 3**;

WHEREAS, the Property is a Qualified Facility, as defined by Minn. Stat. § 115B.39, subd. 2(l)(1);

WHEREAS, pursuant to the Landfill Cleanup Act, Minn. Stat. §§ 115B.39-115B.445 ("Act"), the City of Hopkins and the Commissioner of the Minnesota Pollution Control Agency ("MPCA") entered into a Landfill Cleanup Agreement, effective June 19, 1995, recorded in the Office of County Recorder, Hennepin County, Minnesota on April 29, 1996, as Document No. 6566526 ("Agreement");

WHEREAS, the City of Hopkins granted an easement to MPCA, effective July 5, 1995, which was filed in the Office of County Recorder, Hennepin County, Minnesota on April 29, 1996, as Document No. 6566524 (the "Easement");

WHEREAS, the City signed a Declaration of Restrictions and Covenants over the Property, effective July 5, 1995, which was filed in the Office of County Recorder, Hennepin County, Minnesota on April 29, 1996, as Document No. 6566525 ("Declaration");

WHEREAS, the Property is subject to certain covenants, conditions and restrictions set forth in the Agreement, Easement and Declaration, which include the following:

- Section H.1. of the Agreement provides that: The City shall not take any action that interferes with the environmental response actions that the Commissioner and the MPCA employees, agents and contractors undertake pursuant to paragraph L of the Agreement or the Landfill Cleanup Act, including any actions that disturb or impede the cover, monitoring system, or the gas venting system at the landfill;
- Section H.1.a. of the Agreement provides that: The City agrees not to place, or to allow others to place any materials, personal property, equipment or any other items either on or in the [Property] without the written consent of the MPCA Project Manager;
- Section H.2. of the Agreement provides that: The City may authorize other persons to enter the [Property] or an area for which the Commissioner has installed access controls only after written approval from the MPCA Project Manager;
- Paragraph 1 of the Easement's Covenants and Conditions provides that: The City of Hopkins may grant access to other persons to enter an area for which the Commissioner has installed access controls only after written approval of the MPCA Commissioner;
- Paragraph 2 of the Easement's Covenants and Conditions provides that: The City of Hopkins shall not take or allow others to take any action that interferes with environmental response actions of the Commissioner;
- Paragraph 3 of the Easement's Covenants and Conditions provides that: The City of Hopkins shall not place or allow others to place any materials, structures, personal property, equipment or any other items on the property without the prior written consent of the Commissioner;
- Paragraph 6 of the Easement's Covenants and Conditions provides that: The City shall not convey any other easement for any purpose in the property, including, but not limited to, road or utility easements, without a written authorization from the Commissioner;
- Paragraph 1 of the Declaration provides that: There shall be no construction of any structure without the written approval of the [MPCA] Commissioner; and
- Paragraph 3 of the Declaration provides that: There shall be no access to the ... property by persons other than the [City of Hopkins] and the MPCA without prior written approval from the MPCA.

WHEREAS, the Project requires the City to grant the Council an easement for access to the Property to complete the Project;

WHEREAS, the Project will likely involve the placement of materials, personal property, equipment or any other items on the Property and includes access to, and mobilization over a portion of the Property; and

WHEREAS, as it relates to restrictions in the Agreement, Easement, and Declaration, the Commissioner of the MPCA does not object to the Project.

NOW, THEREFORE, to the extent required by the covenants, conditions, and restrictions set forth in the Agreement, Easement, and Declaration, the MPCA hereby consents, approves and authorizes the placement of materials, personal property, equipment or other items on the Property, and grant of an easement over the Property, as necessary to complete the Project;

CONDITIONS OF CONSENT

This Consent is limited to the Project as described in the attached **Exhibit 2**, and is granted on the following conditions:

- A. The Council shall assume any and all responsibility related to the Project as set forth in **Exhibit 2**.
- B. MPCA authorizes the City to grant only the easement as attached as **Exhibit 3**. Any and all modifications and amendments shall require separate authorization from the Commissioner of the MPCA.
- C. The Council, its employees and contractors, shall not enter upon the cover of the Landfill or any area within the MPCA's fence surrounding the Landfill waste.
- D. Upon completion of the Project, the Council shall remove all materials, personal property, equipment and any other items on the Property, and restore the Property as close as possible to its condition prior to the Project, including the replacement of any fencing that is removed or damaged during the Project, and restoring any vegetation that is impacted within the easement area.
- E. Subject to and limited by the tort liability limits set forth in Minnesota Statutes Chapter 466, the Council agrees to indemnify and forever hold the MPCA harmless from any loss, damage, injury or death arising from any act or omission of the Council, or its invitees, licensees, employees or agents, caused to any person or property during the Project.
- F. The Council or its agents or contractors shall notify the Commissioner of MPCA within twelve (12) hours of any release or threatened release of any hazardous substance, hazardous waste, pollutant, contaminant, solid waste, or decomposition gases, as these terms are defined in law, encountered in the course of the Project, and, as it relates to the Project, bear all responsibility to properly address and dispose of any such release or threatened release or solid waste in consultation with the Commissioner.
- G. This Consent shall not limit or diminish the right of the MPCA to take any action authorized under the Act, Agreement, Easement, Declaration, or other law, including the right to access to the Property for purpose of taking environmental response actions and related actions that the Commissioner deems necessary to carry out the Agreement and the Commissioner's duties and authorities under the Act.
- H. This Consent applies only to consents or authorizations required under restrictions in the Agreement, Declaration and Easement and does not pertain to other or additional MPCA requirements, permits, review or enforcement action related to the Project, or requirements or approvals of Minnesota Management and Budget that may pertain to the status of the Property as a bond financed property within the meaning of Minn. Stat. § 16A.695.

EXHIBIT 1

Legal Description of Property

Parcel 2 (Property ID 25-117-22-32-0070):

That part of the South Half of Section 25, Township 117, Range 22, described as follows:

Commencing at the point of the intersection of the North line of said South Half of said Section 25 with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence Southwesterly along said Railroad right-of-way line a distance of 200 feet; thence at right angles Southeasterly a distance of 150 feet; thence Northeasterly at right angles a distance of 200 feet; thence Northwesterly in a straight line to the point of beginning.

Parcel 3 (Property ID 25-117-22-32-0091):

That part of the South Half of Section 25, Township 117, Range 22, as described as follows:

Commencing at the point of intersection of the north line of said South Half with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence Southwesterly along said Southeasterly right-of-way line a distance of 200 feet to the point of beginning of the land to be described: Thence Southeasterly at right angles to said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet Southeasterly of said Southeasterly right-of-way Railroad line to the West line of said Section 25; thence North along said Section line to its intersection with the said Southeasterly right-of-way line of said Railroad; thence Northeasterly along said Southeasterly right-of-way Railroad line to the point of beginning.

Together with a nonexclusive easement for road purposes, over, across and upon the following described premises:

That part of the South Half of Section 25, Township 117, Range 22, described as follows:
The southeasterly 66 feet of the Northwesterly 216 feet of that part of the South Half of said Section 25 lying Southeasterly and parallel with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad.

Parcel 4 (Property ID 25-117-22-32-0092):

That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22 lying south of the Chicago, Milwaukee, St. Paul and Pacific Railway and EXCEPT the North 33 feet of the East 531.74 feet thereof.

ALSO EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, as described as follows:

Commencing at the point of intersection of the north line of said South Half with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence Southwesterly along said Southeasterly right-of-way line a distance of 200 feet to the point of beginning of the land to be described: Thence Southeasterly at right angles to said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet Southeasterly of said Southeasterly right-of-way Railroad line to the West line of said Section 25; thence North along said Section line to its intersection with the said Southeasterly right-of-way line of said Railroad; thence Northeasterly along said Southeasterly right-of-way Railroad line to the point of beginning.

ALSO EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, described as follows:

Commencing at the point of the intersection of the North line of said South Half of said Section 25 with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence Southwesterly along said Railroad right-of-way line a distance of 200 feet; thence at right angles Southeasterly a distance of 150 feet; thence Northeasterly at right angles a distance of 200 feet; thence Northwesterly in a straight line to the point of beginning.

ALSO EXCEPT:

That part of the East 195.78 feet of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117 North, Range 22 West of the Fifth Principal Meridian, which lies south of a line 33.00 feet south of, measured at right angles to and parallel with the north line of the Northwest Quarter of the Southwest Quarter of said Section 25.

EXHIBIT 2

Project Plans

From: Dial, Nicholas <Nicholas.Dial@metrotransit.org>

Sent: Monday, April 16, 2018 3:06 PM

To: Ruotsinoja, Shawn (MPCA) <shawn.ruotsinoja@state.mn.us>

Cc: Kronzer, Ryan <Ryan.Kronzer@metrotransit.org>; Wallerstedt, Jamie (MPCA) <jamie.wallerstedt@state.mn.us>; Stellmach, David (MPCA) <david.stellmach@state.mn.us>; Schauer, Craig <Craig.Schauer@metrotransit.org>; Vogel, Michael <Michael.Vogel@metrotransit.org>; Anderson, David T. <DAnderson@Kennedy-Graven.com>; Nate Stanley (nstanley@HOPKINSmn.com) <nstanley@HOPKINSmn.com>; Riggs, Scott J. <sriggs@Kennedy-Graven.com>; Short, Jean M. <jshort@Kennedy-Graven.com>; Jason Lindahl <jlindahl@HOPKINSmn.com>; Steve Stadler <sstadler@HOPKINSmn.com>; Kersten Elverum <kelverum@hopkinsmn.com>

Subject: RE: Hopkins Landfill

Shawn,

Attached is SPO's plan set containing a written list of materials and equipment that are anticipated to be on site during construction of the SWLRT project, MEMO_PlansMatls_Skummer_MktaHopkBr_2018-04-12. The City of Hopkins is cced on this correspondence to make sure everyone is in the loop on communication. SPO has sent title work for parcels P4002, P4003, and P4004 to the City of Hopkins for their review. Assuming there are no issues with the title work and we come to agreement on the TE language then SPO will attach the agreed upon TE language to the attached for MPCA signature.

Please, let me know if you need any additional information.

Thanks,

Nic Dial, P.E.

Assistant Director of Construction

Metro Transit

SWLRT Project Office

6465 Wayzata Boulevard, Suite 500

St. Louis Park, MN 55426

Direct: 612-373-3974

Cell: 720-475-6364

nicholas.dial@metrotransit.org

www.swrt.org



Memorandum

DATE: 2018-04-12
TO: File
FROM: Steve Kummer
SUBJECT: Potential Manifest of Equipment and Materials Necessary to Build Minnetonka-Hopkins Bridge Near Hopkins Landfill

Potential Materials Shipped/Staged Near Site

- Cast-iron piling in 20-foot sections
- Ready-Mix Concrete
- Pre-Cast Concrete Girders
- Epoxy-Coated Reinforcement Steel
- Elastomeric Materials (Bridge Bearing Pads)
- Neoprene Materials (Bridge Expansion Joints)
- Wire Fencing
- Granular (Sand) Material
- Open-Graded Stone Material
- Erosion Control Materials (silt fence, biolog, straw mulch, construction entrance plates etc.)
- Final establishment (seed, blanket)

Potential Equipment On Site

- Pile Driving Cranes and Hammers (pile driving)
- Pick Cranes (setting girders)
- Backhoes (dig foundations)
- Skidsteers (access road)
- Bulldozer (access road)
- Regular Dump Trucks (haul fill and materials in and out of site)
- Regular Concrete Mixer Trucks (haul ready-mix)
- Regular Flatbed Trucks (haul piling, rebar, mix materials to site)
- Concrete Pump Truck
- Miscellaneous Pick Up Trucks with Handtools and Personal Equipment
- Occasional Support Trucks (Fuel Trucks, Mechanics)

-----Original Message-----

From: Dial, Nicholas <Nicholas.Dial@metrotransit.org>

Sent: Tuesday, June 26, 2018 9:08 AM

To: Ruotsinoja, Shawn (MPCA) <shawn.ruotsinoja@state.mn.us>

Cc: Kronzer, Ryan <Ryan.Kronzer@metrotransit.org>; Stellmach, David (MPCA) <david.stellmach@state.mn.us>; Vogel, Michael <Michael.Vogel@metrotransit.org>; Nate Stanley (nstanley@HOPKINSmn.com) <nstanley@HOPKINSmn.com>; Riggs, Scott J. <sriggs@Kennedy-Graven.com>; Short, Jean M. <jshort@Kennedy-Graven.com>; Jason Lindahl <jlindahl@HOPKINSmn.com>; Steve Stadler <sstadler@HOPKINSmn.com>; Kersten Elverum <kelverum@hopkinsmn.com>; Anderson, David T. <DAnderson@Kennedy-Graven.com>; Kummer, Steven <Steven.Kummer@metrotransit.org>; Caulum, Andrew <Andrew.Caulum@metrotransit.org>

Subject: RE: Hopkins Landfill

Shawn,

Attached is the current template for the TCE document between the City of Hopkins and Metropolitan Council for the Hopkins Landfill site, as well as, a revised Exhibit B that was developed after our site visit and coordination with your GIS information. The Exhibit B currently has the older background information so I have provided a GIS Map that shows the current condition of the property with the proposed shape overlaid. Please, provide consent for the City of Hopkins and Metropolitan Council to enter into a Temporary Construction Easement to utilize this portion of property during construction of the SWLRT project.

Thanks,

Nic Dial, P.E.

Assistant Director of Construction

Metro Transit

SWLRT Project Office

6465 Wayzata Boulevard, Suite 500

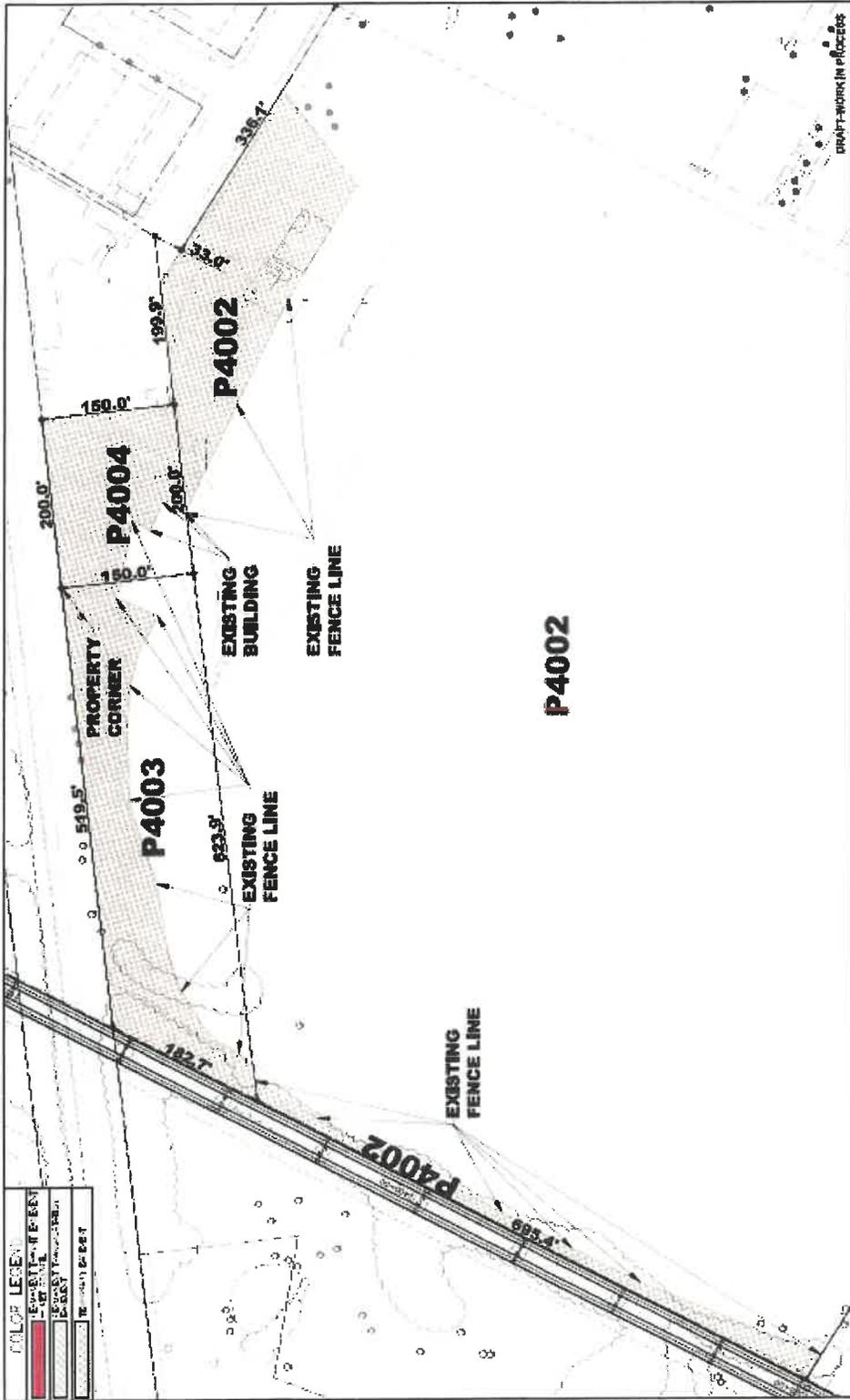
St. Louis Park, MN 55426

Direct: 612-373-3974

Cell: 720-475-6364

nicholas.dial@metrotransit.org

www.swlrt.org



DRAFT WORK IN PROGRESS

	<p>SOUTHWEST LIGHT RAIL PUBLIC PARCELS PARCELS P4002 & P4003 & P4004</p>	<p>REV 0 05/01/2018</p>			
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Hopkins Landfill

Temporary Construction Easement Exhibit
 06/06/2018
 Version 1.0
 Drawn by: S. Kummer



Legend

-  Monitoring Well
-  Temp Construction Easement
-  Henn Co. Parcel Lines
-  Landfill Waste Footprint

EXHIBIT 3

Temporary Easement Agreement

PARCELS P4002, P4003, P4004
TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (this "**Agreement**") is made and entered into this ___ day of _____, 2019, by and between the CITY OF HOPKINS, a Minnesota municipal corporation ("**Grantor**"), and the METROPOLITAN COUNCIL, a public corporation and political subdivision under the law of the State of Minnesota ("**Grantee**"). This Agreement sometimes refers to Grantor and Grantee individually as a "**Party**" and collectively as the "**Parties**."

WITNESSETH:

WHEREAS, Grantor is the fee owner of the real property that is legally described on **Exhibit A** attached hereto (the "**Property**"); and

WHEREAS, the Grantee intends to locate, install, construct, operate, and maintain a light rail transit system (the "**LRT**") and its associated improvements adjacent to the Property; and

WHEREAS, pursuant to that certain Easement, Declaration of Restrictions and Covenants, and Landfill Cleanup Agreement, recorded with Hennepin County as Document Nos. 6566524, 6566525, and 6566526, respectively, the Minnesota Pollution Control Agency ("MPCA") has consented to this Agreement upon certain conditions, as indicated in that certain Consent and Authorization of the Commissioner of the Minnesota Pollution Control Agency Pursuant to Landfill Cleanup Agreement, which has been executed by both the MPCA and Grantee and is attached hereto as **Exhibit B**.

NOW THEREFORE, in consideration for the mutual promises made herein, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, its agents, permittees, successors and assigns, the following described easement:

a. **Temporary Construction Easement.** A temporary, non-exclusive construction easement over, under and across that part of the Property depicted on the attached **Exhibit C** (the "**Temporary Construction Easement Area**") to provide access for the Grantee to locate, install and construct the LRT and its associated improvements adjacent to the Property. Grantee shall use the Property as an access for various construction equipment, vehicles and conveyance of materials and not for long-term storage and laydown.

Subsequent to the commencement date of the Agreement, as written below, and until such Temporary Construction Easement has expired, Grantor, its heirs, successors and assigns, shall not erect, construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the Temporary Construction Easement or plant any trees, or stockpile construction debris or construction

equipment, or change the grade thereof of the Temporary Construction Easement without the express written permission of the Grantee.

2. **Term of Temporary Construction Easement.** The Temporary Easement defined above shall commence immediately upon execution of this Agreement and, subject to paragraph 3 below, expire on **June 2, 2023**.

3. **Extension Option of Temporary Construction Easement.** With respect to the expiration date above, the Grantee shall have the option to extend the term of the Temporary Construction Easement for up to one (1) six (6)-month period. Such option for extension shall be exercised by written notice from Grantee delivered to Grantor not less than fourteen (14) days prior to the expiration of the term of the Temporary Construction Easement.

4. **Restoration of Temporary Construction Easement Area.** Prior to the expiration date of the Temporary Construction Easement, Grantee shall restore the Temporary Construction Easement Area by matching the original surface grade as far as reasonably practicable and restoring all surfaces to like condition, with MPCA's concurrence, either grass seeding or sodding or either paved or gravel surface, as the case may be. Grantee shall promptly repair and replace any portion of the Property and any landscaping or other improvements thereto which may be damaged or destroyed in connection with the exercise of the Temporary Construction Easement by Grantee, its contractors, agents, and employees.

5. **Indemnification.** Grantee agrees to indemnify, save harmless, and defend Grantor and its officers and employees, from and against any and all claims, actions, damages, liability and expense in connection with personal injury or damage to the Property arising from or out of any occurrence in, upon or at the Property caused by the negligent act or omission of Grantee, its contractors, agents, and employees in exercising the rights granted herein, except (a) to the extent caused by the negligence, gross negligence, willful misrepresentation or any willful or wanton misconduct by Grantor, its officers, employees, agents or contractors; and (b) to the extent caused by a "Pre-Existing Condition" as defined in this paragraph 5. "Pre-Existing Condition" shall mean any condition caused by the existence of hazardous substances or materials in, on, or under the Property, including without limitation hazardous substances released or discharged into the drainage systems, soils, groundwater, waters or atmosphere, which condition existed as of the date of this Agreement and became known or was otherwise disclosed or discovered by reason of Grantee's entry onto the Property. Nothing contained in this Agreement shall be construed as a waiver by the Parties of any limitations on liability contained in Minnesota Statutes, Chapter 466.

6. **Covenant of Ownership.** Grantor covenants that it is the lawful owner and is in lawful possession of the Property and has lawful right and authority to convey and grant the Temporary Construction Easement.

7. **Notices and Demands.** All notices, requests, demands, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given three (3) business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: City of Hopkins
1010 First Street South
Hopkins, MN 55343
Attn: City Manager

Grantee: Metropolitan Council
390 Robert Street North
St. Paul, MN 55101-1805
Attn: Real Estate Office

8. **Termination or Amendment of Temporary Easement.** The Temporary Construction Easement declared, granted, established and conveyed herein is temporary in nature and may be terminated or amended only by an agreement in writing signed by both Parties, or their successors and assigns, or in accordance with the expiration dates and terms contained herein.

9. **Closed Landfill.** The Temporary Easement declared, granted, established and conveyed herein is subject to the Conditions of Consent contained in the Consent and Authorization of the Minnesota Pollution Control Agency Pursuant to Landfill Cleanup Agreement attached hereto as Exhibit B.

10. **Miscellaneous.**

a. **Further Actions.** The Parties agree to execute and deliver all further documents and take all further actions reasonably necessary or appropriate to effectuate the purposes of this Agreement.

b. **Time of the Essence.** Time is of the essence of each provision in this Agreement where time is a factor.

c. **Waiver.** No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

d. **Binding Covenants.** The provisions herein shall be deemed covenants that run with the land, and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

e. **Governing Law.** This Agreement has been made under the laws of the State of Minnesota and such laws shall control its interpretation.

f. **Counterparts.** This Agreement and any amendments to this Agreement may be executed in counterparts, each of which shall be fully effective and all of which together shall constitute one and the same instrument.

g. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

h. No Presumption against Drafter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

[signature pages to follow]

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

P4002 - P.I.D. - 25-117-22-32-0092

That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22 lying South of the Chicago Milwaukee, St. Paul and Pacific Railway and EXCEPT the North 33 feet of the Ease 531.74 feet thereof.

ALSO EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, described as follows: Commencing at the point of intersection of the North line of said South Half with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence Southwesterly along said Southeasterly right-of-way line a distance of 200 feet to the point of beginning of the land to be described: Thence Southeasterly at right angles to said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet Southeasterly of said Southeasterly right-of-way Railroad line to the West line of said section 25; thence North along said Section line to its intersection with the said Southeasterly right-of-way line of said Railroad; thence Northeasterly along said Southeasterly right-of-way Railroad line to the point of beginning.

ALSO EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, described as follows: Commencing at the point of intersection of the North line of said South Half of said Section 25 with the Southeasterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way; thence Southwesterly along said Railroad right of way line a distance of 200 feet; thence at right angles Southeasterly a distance of 150 feet; thence Northeasterly at right angles a distance of 200 feet; thence Northwesterly in a straight line to the point of beginning.

ALSO EXCEPT:

That part of the East 195.78 feet of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117 North, Range 22 West of the Fifth Principal Meridian, which lies south of a line 33.00 feet south of, measured at right angles and parallel with the north line of the Northwest Quarter of the Southwest Quarter of said Section 25.

ALSO EXCEPT

That part of the West 12.75 chains of the south half of the South west Quarter of the Northwest Quarter lying southeasterly of the railroad right of way in Section 25, Township 117, Range 22;

Also EXCEPT

That part of Section 25, Township 117, Range 22, described as follows; Beginning at the point of intersection of the centerline of 7th Street South, extended westerly, with the southeasterly line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence southeasterly at right angles to the southeasterly line of the Chicago, Milwaukee, St. Paul & Pacific Railroad, a distance of 150 feet; thence northeasterly to a point in the centerline of 7th Street South, 250.82 feet east of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence westerly to the point of beginning.

P4003 - P.I.D. - 25-117-22-32-0091

That part of the South Half of Section 25, Township 117, Range 22, described as follows:
Commencing at the point of intersection of the North line of said South Half with the
Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad;
thence Southwesterly along said Southeasterly right-of-way line a distance of 200 feet to
the point of beginning of the land to be described: Thence Southeasterly at right angles to
said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet
Southeasterly of said Southeasterly right-of-way Railroad line to the West line of said
section 25; thence North along said Section line to its intersection with the said
Southeasterly right-of-way line of said Railroad ; thence Northeasterly along said
Southeasterly right-of-way Railroad
line to the point of beginning.

P4004 - P.I.D. - 25-117-22-32-0070

That part of the South Half of Section 25, Township 117, Range 22, described as follows:
Commencing at the point of intersection of the North line of said South Half of said Section 25 with the Southeasterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way; thence Southwesterly along said Railroad right of way line a distance of 200 feet; thence at right angles Southeasterly a distance of 150 feet; thence Northeasterly at right angles a distance of 200 feet; thence Northwesterly in a straight line to the point of beginning.

EXHIBIT B
CONSENT AND AUTHORIZATION DOCUMENT

[to be inserted]

EXHIBIT C
TEMPORARY CONSTRUCTION EASEMENT AREA DEPICTION

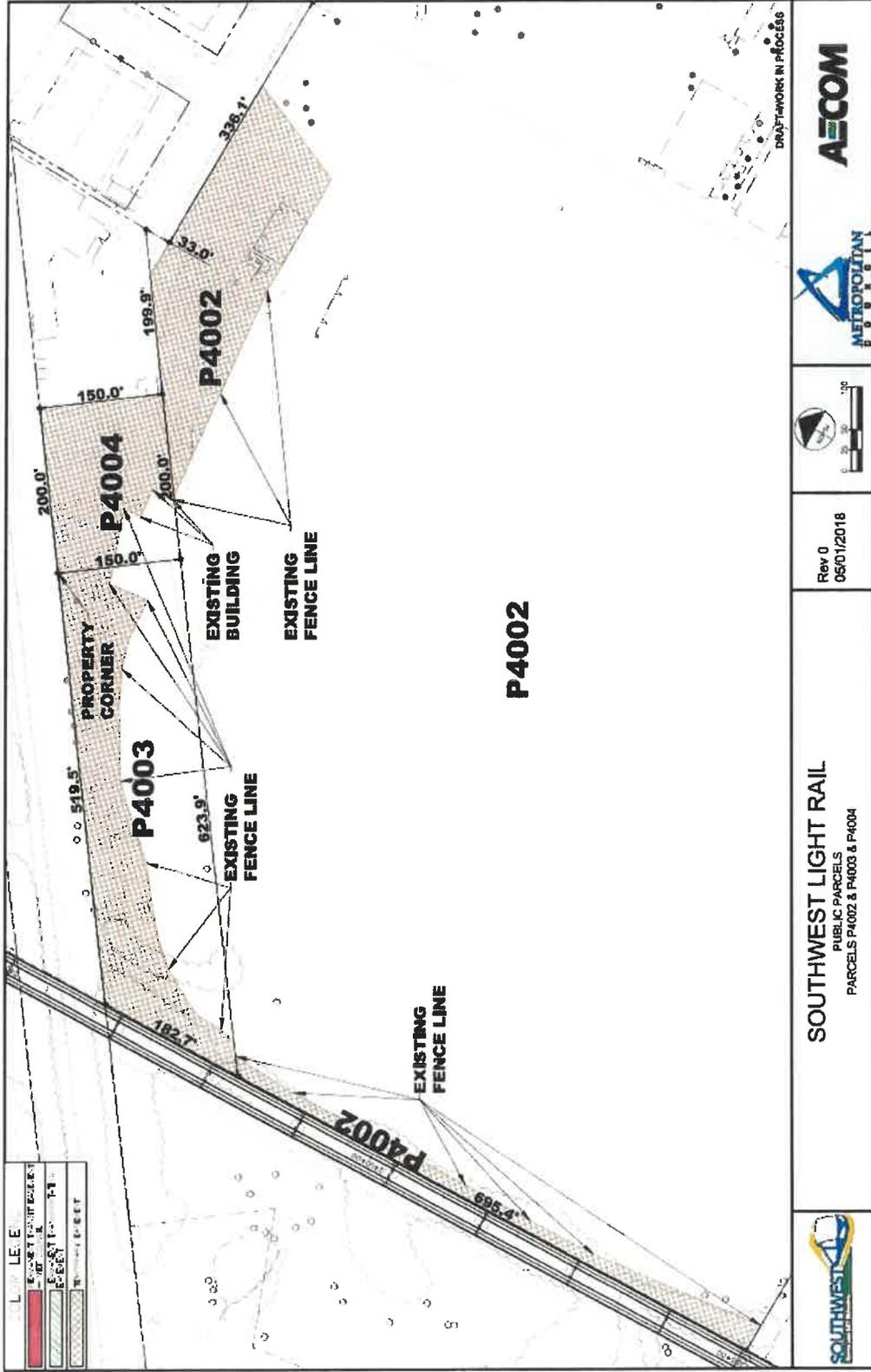


EXHIBIT B

**First Amendment to
Consent and Authorization of the Commissioner of the Minnesota Pollution Control
Agency Pursuant to Landfill Cleanup Agreement**

FIRST AMENDMENT TO
CONSENT AND AUTHORIZATION OF
THE COMMISSIONER OF
THE MINNESOTA POLLUTION CONTROL AGENCY
PURSUANT TO LANDFILL CLEANUP AGREEMENT

THIS FIRST AMENDMENT TO CONSENT AND AUTHORIZATION OF THE COMMISSIONER OF THE MINNESOTA POLLUTION CONTROL AGENCY PURSUANT TO LANDFILL CLEANUP AGREEMENT (this "Amendment to Authorization") is made and entered into this 2nd day of June, 2020, by and between the Metropolitan Council, a public corporation and political subdivision under the law of the State of Minnesota (the "Council"), and the STATE OF MINNESOTA, a sovereign body, by its Commissioner of the Minnesota Pollution Control Agency ("MPCA").

WITNESSETH:

WHEREAS, the Council and MPCA entered into a Consent and Authorization of the Commissioner of the Minnesota Pollution Control Agency Pursuant to Landfill Cleanup Agreement (the "Authorization"), on or about January 4, 2019 to authorize the City of Hopkins to grant an easement to the Council to use a portion of the Property, as that term is defined in the Authorization, to locate, install, and construct a light rail transit system and its associated improvements on land adjacent to the Property.

WHEREAS, in accordance with the Authorization, the City of Hopkins granted that certain Temporary Easement Agreement dated January 11, 2019 (the "Temporary Easement").

WHEREAS, subsequent to the execution of the Authorization and the Temporary Easement, the Council determined that the depiction of the easement area in Exhibit C to the Temporary Easement must be modified to completely construct a 25'-0" wide access road for crane access and bridge construction for the Project, as that term is defined in the Authorization. Construction of the Project will also require the removal and replacement of an existing fence on the Property. Accordingly, the City of Hopkins and the Council seek to execute that certain First Amendment to Temporary Easement Agreement in the form attached hereto as Exhibit A ("Amendment to Easement").

WHEREAS, certain additional conditions related to the Amendment to Easement, including actions needed for security and protection of the Property, shall be agreed to by the Council and MPCA.

WHEREAS, the Council and MPCA desire that all other terms of the Authorization, including the covenants, conditions, and restrictions, continue unchanged and remain in full force and effect.

NOW THEREFORE, in consideration for the mutual promises made herein, the Council and MPCA agree as follows:

A. Amendment to Authorization.

1. The Condition of Consent, paragraph B, is deleted in its entirety and replaced with the following: "MPCA authorizes the City to grant only the easement as attached as **Exhibit 3** and the First Amendment to Easement as attached as **Exhibit 4**. Any and all modifications and amendments shall require separate authorization from the Commissioner of the MPCA."

2. Exhibit A hereto is attached to the Authorization as **Exhibit 4**.

3. The following Conditions shall be added to the Conditions of Consent listed in the Agreement:

J. The Council shall submit to the MPCA a detailed plan for review and approval describing how site drainage will be maintained by the Council ("Drainage Plan"). Written approval of the Drainage Plan by the MPCA Project manager is required prior to any alteration of the site added in the Amendment to Easement. Upon approval, Council shall implement the Drainage Plan and maintain existing drainage at all times to the satisfaction of the MPCA. The MPCA may impose additional requirements on the Council if the MPCA, in its sole discretion, determines that site drainage is insufficient due to the Project. The Drainage Plan shall include the following minimum requirements:

1. Council must extend toe drains beneath the new roadway so as to daylight west of roadway.
2. Rodent guards must also be attached to the ends of the toe drains.
3. Council must provide T-cap drains along the east side of the new roadway where ponding occurs in order to move water away from these areas or provide an alternative to eliminate ponding water.

K. The Council shall submit to the MPCA a detailed plan for review and approval describing how security conditions will be maintained by the Council ("Security Plan"). Written approval of the Security Plan by the MPCA Project manager is required prior to removal of the existing fence. Upon approval, Council shall implement the Security Plan and maintain security for the landfill at all times to the satisfaction of the MPCA. The MPCA may impose additional requirements on the Council if the MPCA, in its sole discretion, determines that site security is insufficient due to the Project. The Security Plan, at a minimum, shall provide for non-penetrating site security with fencing atop jersey barriers to deter trespassers from accessing the landfill within three days of removing the existing fence.

L. Where the Council intends to remove the existing fence in order for the new roadway to be constructed and for construction equipment to operate within the amended easement area, Council agrees to replace the fence with

permanent fencing that must meet or exceed the quality and specifications of the existing fence.

M. Any silt fence installed at the site must be free standing and not supported by any existing fence.

N. Council shall notify MPCA of any damage to MPCA owned infrastructure within 24-hours of damage occurring, and shall notify MPCA 24-hours prior to removing the MPCA's fence.

B. Execution. This Amendment to Authorization may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one document.

C. Effect of Amendment. The Authorization remains in full force and effect and is not modified except as expressly provided herein.

MINNESOTA POLLUTION CONTROL AGENCY

By: Kathryn Sather
Kathryn Sather, Delegate of the Commissioner
Division Director, Remediation Division
Minnesota Pollution Control Agency

Dated: 6/2/2020

METROPOLITAN COUNCIL

By: Mary L. Bogie
Name: MARY L. BOGIE
Dated: 6/2/2020

EXHIBIT A
Amendment to Easement

PARCELS P4002, P4003, P4004
FIRST AMENDMENT TO TEMPORARY EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO TEMPORARY EASEMENT AGREEMENT (this "**First Amendment**") is made and entered into this ___ day of _____, 2020, by and between the CITY OF HOPKINS, a Minnesota municipal corporation ("**Grantor**"), and the METROPOLITAN COUNCIL, a public corporation and political subdivision under the laws of the State of Minnesota ("**Grantee**"). This Agreement sometimes refers to Grantor and Grantee individually as a "**Party**" and collectively as the "**Parties.**"

WITNESSETH:

WHEREAS, the Grantor and Grantee entered into a Temporary Construction Easement Agreement, on or about January 11, 2019 to enable the Grantee to construct the Green Line Extension, also referred to as the Southwest Light Rail Project (Original Agreement).

WHEREAS, subsequent to the Parties' execution of the Original Agreement, the Parties have determined that the depiction of the Temporary Construction Easement Area, as defined in the Original Agreement, must be modified to completely construct a 25'-0" wide access road for crane access and bridge construction of the Project. The additional Temporary Construction Easement Area will require the removal and replacement of an existing fence on the Property, as defined in the Original Agreement.

WHEREAS, pursuant to that certain Easement, Declaration of Restrictions and Covenants, and Landfill Cleanup Agreement, recorded with Hennepin County as Document Nos. 6566524, 6566525, and 6566526, respectively, the Minnesota Pollution Control Agency ("MPCA") has consented to this First Amendment, as indicated in that certain First Amendment to Consent and authorization of the Commissioner of the Minnesota Pollution Control Agency Pursuant to Landfill Cleanup Agreement, which has been executed by both the MPCA and Grantee and is attached hereto as Exhibit A.

WHEREAS, the Parties desire to execute this First Amendment to Temporary Construction Easement Agreement to modify the existing depiction of the Temporary Construction Easement Area set forth in Exhibit C to the Original Agreement with the substitution of a new exhibit.

WHEREAS, the Parties desire that all other terms of the Original Agreement continue unchanged and remain in full force and effect.

NOW THEREFORE, in consideration for the mutual promises made herein, the Parties agree as follows:

1. **Amendment of Temporary Construction Easement Agreement.** Exhibit C of the Original Agreement shall be replaced with Exhibit C.1 attached hereto and made a part hereof. Exhibit C of the Original Agreement shall be of no further force and effect.

2. **Execution.** This First Amendment may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one document.
3. **Effect of Amendment.** The Original Agreement remains in full force and effect and is not modified except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

METROPOLITAN COUNCIL,
a public corporation and political subdivision under the
laws of the State of Minnesota,

By: _____
Title: Deputy Regional Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, a Notary Public in and for Ramsey County, Minnesota, do hereby certify that Mary Bogie, the Deputy Regional Administrator of the Metropolitan Council, a public body appeared before me this day in person and acknowledged that she signed and delivered said instrument on behalf of said public body.

Given under my hand and official seal this _____ day of _____, 2020.

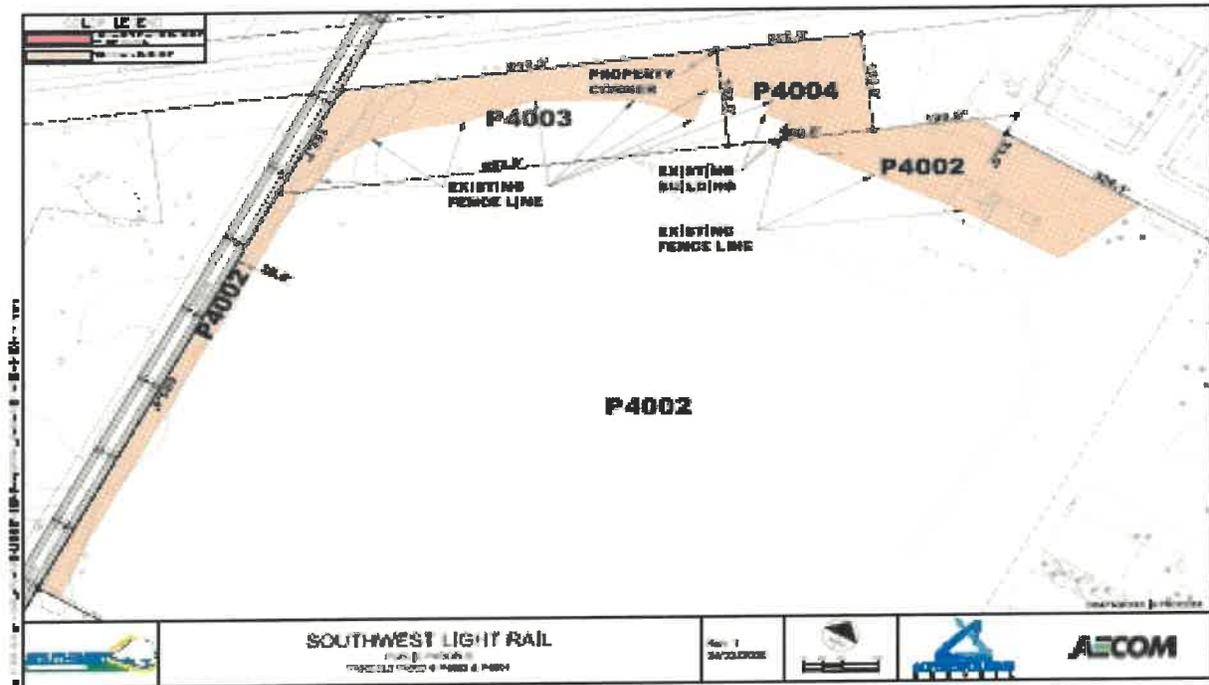
Notary Public

EXHIBIT A

FIRST AMENDMENT TO CONSENT AND AUTHORIZATION

[to be attached once executed]

EXHIBIT C.1
TEMPORARY CONSTRUCTION EASEMENT AREA DEPICTION



PARCELS P4002, P4003, P4004
FIRST AMENDMENT TO TEMPORARY EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO TEMPORARY EASEMENT AGREEMENT (this "**First Amendment**") is made and entered into this ___ day of _____, 2020, by and between the CITY OF HOPKINS, a Minnesota municipal corporation ("**Grantor**"), and the METROPOLITAN COUNCIL, a public corporation and political subdivision under the laws of the State of Minnesota ("**Grantee**"). This Agreement sometimes refers to Grantor and Grantee individually as a "**Party**" and collectively as the "**Parties.**"

WITNESSETH:

WHEREAS, the Grantor and Grantee entered into a Temporary Construction Easement Agreement, on or about January 11, 2019 to enable the Grantee to construct the Green Line Extension, also referred to as the Southwest Light Rail Project (Original Agreement).

WHEREAS, subsequent to the Parties' execution of the Original Agreement, the Parties have determined that the depiction of the Temporary Construction Easement Area, as defined in the Original Agreement, must be modified to completely construct a 25'-0" wide access road for crane access and bridge construction of the Project. The additional Temporary Construction Easement Area will require the removal and replacement of an existing fence on the Property, as defined in the Original Agreement.

WHEREAS, pursuant to that certain Easement, Declaration of Restrictions and Covenants, and Landfill Cleanup Agreement, recorded with Hennepin County as Document Nos. 6566524, 6566525, and 6566526, respectively, the Minnesota Pollution Control Agency ("MPCA") has consented to this First Amendment, as indicated in that certain First Amendment to Consent and authorization of the Commissioner of the Minnesota Pollution Control Agency Pursuant to Landfill Cleanup Agreement, which has been executed by both the MPCA and Grantee and is attached hereto as Exhibit A.

WHEREAS, the Parties desire to execute this First Amendment to Temporary Construction Easement Agreement to modify the existing depiction of the Temporary Construction Easement Area set forth in Exhibit C to the Original Agreement with the substitution of a new exhibit.

WHEREAS, the Parties desire that all other terms of the Original Agreement continue unchanged and remain in full force and effect.

NOW THEREFORE, in consideration for the mutual promises made herein, the Parties agree as follows:

1. **Amendment of Temporary Construction Easement Agreement.** Exhibit C of the Original Agreement shall be replaced with Exhibit C.1 attached hereto and made a part hereof. Exhibit C of the Original Agreement shall be of no further force and effect.

EXHIBIT A

FIRST AMENDMENT TO CONSENT AND AUTHORIZATION

[to be attached once executed]

FIRST AMENDMENT TO
CONSENT AND AUTHORIZATION OF
THE COMMISSIONER OF
THE MINNESOTA POLLUTION CONTROL AGENCY
PURSUANT TO LANDFILL CLEANUP AGREEMENT

THIS FIRST AMENDMENT TO CONSENT AND AUTHORIZATION OF THE COMMISSIONER OF THE MINNESOTA POLLUTION CONTROL AGENCY PURSUANT TO LANDFILL CLEANUP AGREEMENT (this "Amendment to Authorization") is made and entered into this 2nd day of June, 2020, by and between the Metropolitan Council, a public corporation and political subdivision under the law of the State of Minnesota (the "Council"), and the STATE OF MINNESOTA, a sovereign body, by its Commissioner of the Minnesota Pollution Control Agency ("MPCA").

WITNESSETH:

WHEREAS, the Council and MPCA entered into a Consent and Authorization of the Commissioner of the Minnesota Pollution Control Agency Pursuant to Landfill Cleanup Agreement (the "Authorization"), on or about January 4, 2019 to authorize the City of Hopkins to grant an easement to the Council to use a portion of the Property, as that term is defined in the Authorization, to locate, install, and construct a light rail transit system and its associated improvements on land adjacent to the Property.

WHEREAS, in accordance with the Authorization, the City of Hopkins granted that certain Temporary Easement Agreement dated January 11, 2019 (the "Temporary Easement").

WHEREAS, subsequent to the execution of the Authorization and the Temporary Easement, the Council determined that the depiction of the easement area in Exhibit C to the Temporary Easement must be modified to completely construct a 25'-0" wide access road for crane access and bridge construction for the Project, as that term is defined in the Authorization. Construction of the Project will also require the removal and replacement of an existing fence on the Property. Accordingly, the City of Hopkins and the Council seek to execute that certain First Amendment to Temporary Easement Agreement in the form attached hereto as **Exhibit A** ("Amendment to Easement").

WHEREAS, certain additional conditions related to the Amendment to Easement, including actions needed for security and protection of the Property, shall be agreed to by the Council and MPCA.

WHEREAS, the Council and MPCA desire that all other terms of the Authorization, including the covenants, conditions, and restrictions, continue unchanged and remain in full force and effect.

NOW THEREFORE, in consideration for the mutual promises made herein, the Council and MPCA agree as follows:

A. Amendment to Authorization.

1. The Condition of Consent, paragraph B, is deleted in its entirety and replaced with the following: "MPCA authorizes the City to grant only the easement as attached as **Exhibit 3** and the First Amendment to Easement as attached as **Exhibit 4**. Any and all modifications and amendments shall require separate authorization from the Commissioner of the MPCA."

2. Exhibit A hereto is attached to the Authorization as **Exhibit 4**.

3. The following Conditions shall be added to the Conditions of Consent listed in the Agreement:

J. The Council shall submit to the MPCA a detailed plan for review and approval describing how site drainage will be maintained by the Council ("Drainage Plan"). Written approval of the Drainage Plan by the MPCA Project manager is required prior to any alteration of the site added in the Amendment to Easement. Upon approval, Council shall implement the Drainage Plan and maintain existing drainage at all times to the satisfaction of the MPCA. The MPCA may impose additional requirements on the Council if the MPCA, in its sole discretion, determines that site drainage is insufficient due to the Project. The Drainage Plan shall include the following minimum requirements:

1. Council must extend toe drains beneath the new roadway so as to daylight west of roadway.
2. Rodent guards must also be attached to the ends of the toe drains.
3. Council must provide T-cap drains along the east side of the new roadway where ponding occurs in order to move water away from these areas or provide an alternative to eliminate ponding water.

K. The Council shall submit to the MPCA a detailed plan for review and approval describing how security conditions will be maintained by the Council ("Security Plan"). Written approval of the Security Plan by the MPCA Project manager is required prior to removal of the existing fence. Upon approval, Council shall implement the Security Plan and maintain security for the landfill at all times to the satisfaction of the MPCA. The MPCA may impose additional requirements on the Council if the MPCA, in its sole discretion, determines that site security is insufficient due to the Project. The Security Plan, at a minimum, shall provide for non-penetrating site security with fencing atop jersey barriers to deter trespassers from accessing the landfill within three days of removing the existing fence.

L. Where the Council intends to remove the existing fence in order for the new roadway to be constructed and for construction equipment to operate within the amended easement area, Council agrees to replace the fence with

permanent fencing that must meet or exceed the quality and specifications of the existing fence.

M. Any silt fence installed at the site must be free standing and not supported by any existing fence.

N. Council shall notify MPCA of any damage to MPCA owned infrastructure within 24-hours of damage occurring, and shall notify MPCA 24-hours prior to removing the MPCA's fence.

B. Execution. This Amendment to Authorization may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one document.

C. Effect of Amendment. The Authorization remains in full force and effect and is not modified except as expressly provided herein.

MINNESOTA POLLUTION CONTROL AGENCY

By: Kathryn Sather
Kathryn Sather, Delegate of the Commissioner
Division Director, Remediation Division
Minnesota Pollution Control Agency

Dated: 6/2/2020

METROPOLITAN COUNCIL

By: Mary L. Bogie
Name: MARY L. BOGIE

Dated: 6/2/2020

EXHIBIT A
Amendment to Easement

PARCELS P4002, P4003, P4004
FIRST AMENDMENT TO TEMPORARY EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO TEMPORARY EASEMENT AGREEMENT (this "**First Amendment**") is made and entered into this ___ day of _____, 2020, by and between the CITY OF HOPKINS, a Minnesota municipal corporation ("**Grantor**"), and the METROPOLITAN COUNCIL, a public corporation and political subdivision under the laws of the State of Minnesota ("**Grantee**"). This Agreement sometimes refers to Grantor and Grantee individually as a "**Party**" and collectively as the "**Parties.**"

WITNESSETH:

WHEREAS, the Grantor and Grantee entered into a Temporary Construction Easement Agreement, on or about January 11, 2019 to enable the Grantee to construct the Green Line Extension, also referred to as the Southwest Light Rail Project (Original Agreement).

WHEREAS, subsequent to the Parties' execution of the Original Agreement, the Parties have determined that the depiction of the Temporary Construction Easement Area, as defined in the Original Agreement, must be modified to completely construct a 25'-0" wide access road for crane access and bridge construction of the Project. The additional Temporary Construction Easement Area will require the removal and replacement of an existing fence on the Property, as defined in the Original Agreement.

WHEREAS, pursuant to that certain Easement, Declaration of Restrictions and Covenants, and Landfill Cleanup Agreement, recorded with Hennepin County as Document Nos. 6566524, 6566525, and 6566526, respectively, the Minnesota Pollution Control Agency ("MPCA") has consented to this First Amendment, as indicated in that certain First Amendment to Consent and authorization of the Commissioner of the Minnesota Pollution Control Agency Pursuant to Landfill Cleanup Agreement, which has been executed by both the MPCA and Grantee and is attached hereto as Exhibit A.

WHEREAS, the Parties desire to execute this First Amendment to Temporary Construction Easement Agreement to modify the existing depiction of the Temporary Construction Easement Area set forth in Exhibit C to the Original Agreement with the substitution of a new exhibit.

WHEREAS, the Parties desire that all other terms of the Original Agreement continue unchanged and remain in full force and effect.

NOW THEREFORE, in consideration for the mutual promises made herein, the Parties agree as follows:

1. **Amendment of Temporary Construction Easement Agreement.** Exhibit C of the Original Agreement shall be replaced with Exhibit C.1 attached hereto and made a part hereof. Exhibit C of the Original Agreement shall be of no further force and effect.

2. **Execution.** This First Amendment may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one document.
3. **Effect of Amendment.** The Original Agreement remains in full force and effect and is not modified except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

METROPOLITAN COUNCIL,
a public corporation and political subdivision under the
laws of the State of Minnesota,

By: _____
Title: Deputy Regional Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, a Notary Public in and for Ramsey County, Minnesota, do hereby certify that Mary Bogie, the Deputy Regional Administrator of the Metropolitan Council, a public body appeared before me this day in person and acknowledged that she signed and delivered said instrument on behalf of said public body.

Given under my hand and official seal this _____ day of _____, 2020.

Notary Public

EXHIBIT A

FIRST AMENDMENT TO CONSENT AND AUTHORIZATION

[to be attached once executed]

EXHIBIT C.1
TEMPORARY CONSTRUCTION EASEMENT AREA DEPICTION

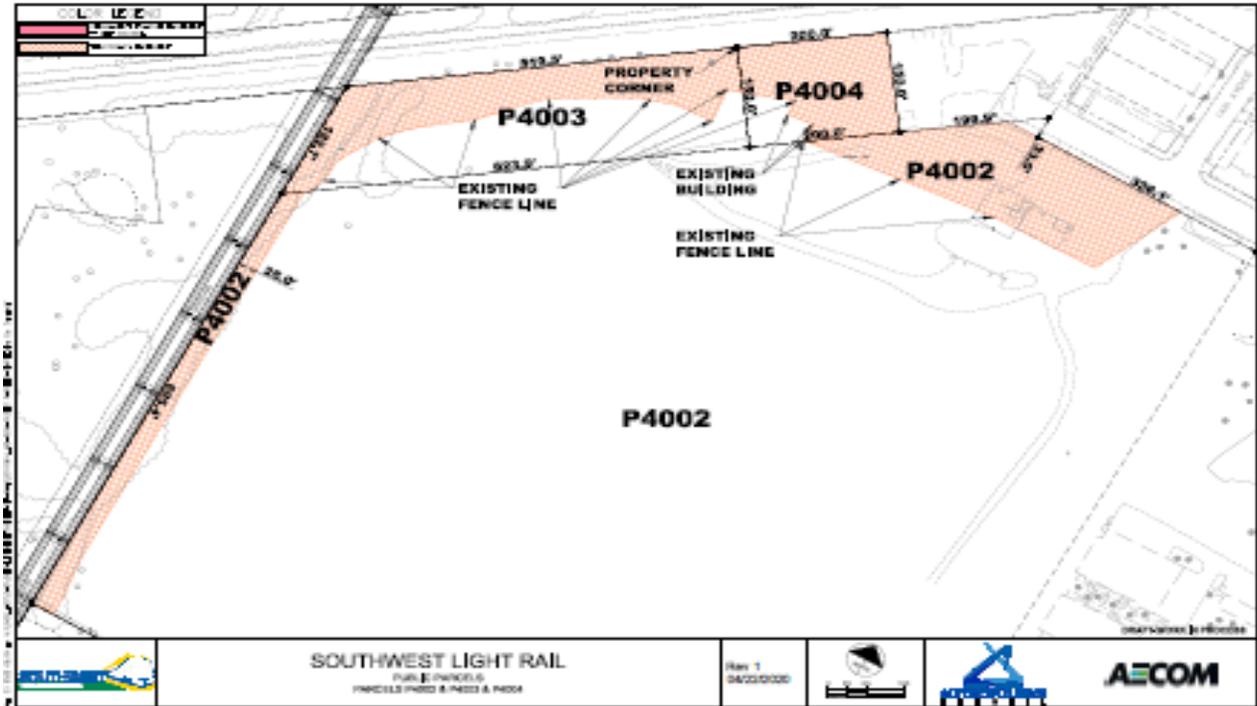
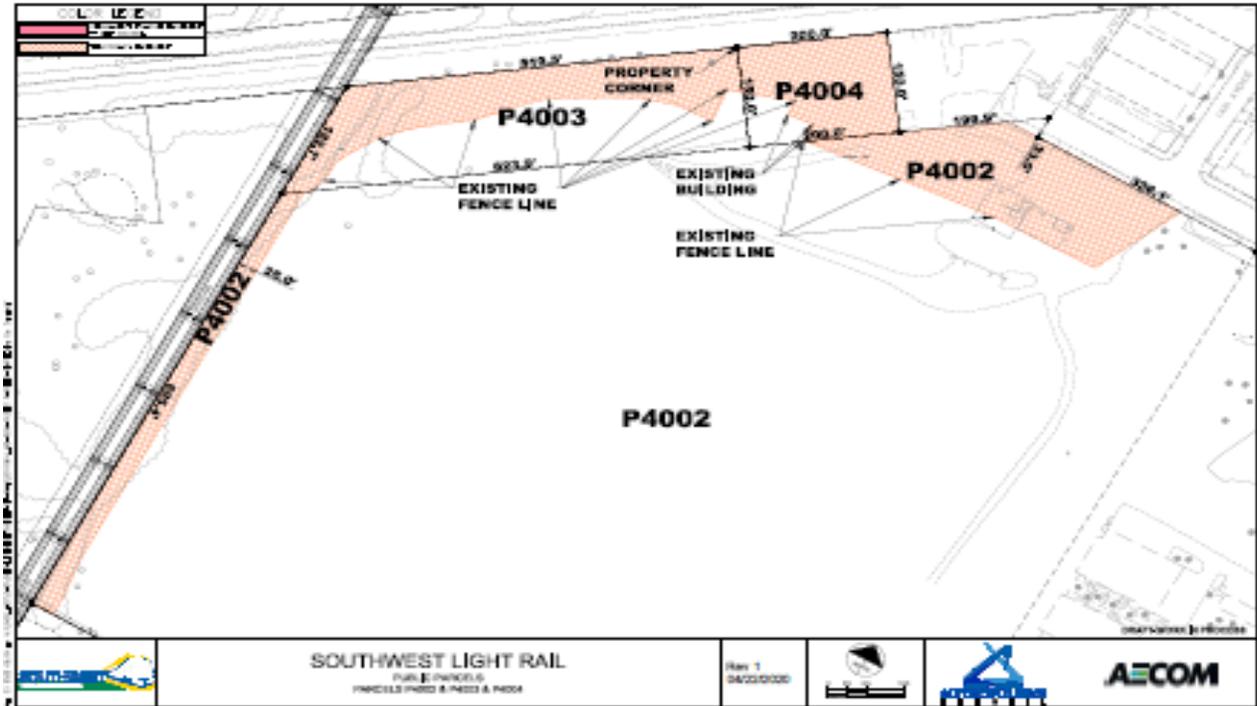


EXHIBIT C.1
TEMPORARY CONSTRUCTION EASEMENT AREA DEPICTION



PARCELS P4002, P4003, P4004
TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (this "**Agreement**") is made and entered into this 11th day of January, 2019, by and between the CITY OF HOPKINS, a Minnesota municipal corporation ("**Grantor**"), and the METROPOLITAN COUNCIL, a public corporation and political subdivision under the law of the State of Minnesota ("**Grantee**"). This Agreement sometimes refers to Grantor and Grantee individually as a "**Party**" and collectively as the "**Parties**."

WITNESSETH:

WHEREAS, Grantor is the fee owner of the real property that is legally described on **Exhibit A** attached hereto (the "**Property**"); and

WHEREAS, the Grantee intends to locate, install, construct, operate, and maintain a light rail transit system (the "**LRT**") and its associated improvements adjacent to the Property; and

WHEREAS, pursuant to that certain Easement, Declaration of Restrictions and Covenants, and Landfill Cleanup Agreement, recorded with Hennepin County as Document Nos. 6566524, 6566525, and 6566526, respectively, the Minnesota Pollution Control Agency ("**MPCA**") has consented to this Agreement upon certain conditions, as indicated in that certain Consent and Authorization of the Commissioner of the Minnesota Pollution Control Agency Pursuant to Landfill Cleanup Agreement, which has been executed by both the MPCA and Grantee and is attached hereto as **Exhibit B**.

NOW THEREFORE, in consideration for the mutual promises made herein, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, its agents, permittees, successors and assigns, the following described easement:

a. **Temporary Construction Easement.** A temporary, non-exclusive construction easement over, under and across that part of the Property depicted on the attached **Exhibit C** (the "**Temporary Construction Easement Area**") to provide access for the Grantee to locate, install and construct the LRT and its associated improvements adjacent to the Property. Grantee shall use the Property as an access for various construction equipment, vehicles and conveyance of materials and not for long-term storage and laydown.

Subsequent to the commencement date of the Agreement, as written below, and until such Temporary Construction Easement has expired, Grantor, its heirs, successors and assigns, shall not erect, construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the Temporary Construction Easement or plant any trees, or stockpile construction debris or construction

equipment, or change the grade thereof of the Temporary Construction Easement without the express written permission of the Grantee.

2. **Term of Temporary Construction Easement.** The Temporary Easement defined above shall commence immediately upon execution of this Agreement and, subject to paragraph 3 below, expire on **June 2, 2023**.

3. **Extension Option of Temporary Construction Easement.** With respect to the expiration date above, the Grantee shall have the option to extend the term of the Temporary Construction Easement for up to one (1) six (6)-month period. Such option for extension shall be exercised by written notice from Grantee delivered to Grantor not less than fourteen (14) days prior to the expiration of the term of the Temporary Construction Easement.

4. **Restoration of Temporary Construction Easement Area.** Prior to the expiration date of the Temporary Construction Easement, Grantee shall restore the Temporary Construction Easement Area by matching the original surface grade as far as reasonably practicable and restoring all surfaces to like condition, with MPCA's concurrence, either grass seeding or sodding or either paved or gravel surface, as the case may be. Grantee shall promptly repair and replace any portion of the Property and any landscaping or other improvements thereto which may be damaged or destroyed in connection with the exercise of the Temporary Construction Easement by Grantee, its contractors, agents, and employees.

5. **Indemnification.** Grantee agrees to indemnify, save harmless, and defend Grantor and its officers and employees, from and against any and all claims, actions, damages, liability and expense in connection with personal injury or damage to the Property arising from or out of any occurrence in, upon or at the Property caused by the negligent act or omission of Grantee, its contractors, agents, and employees in exercising the rights granted herein, except (a) to the extent caused by the negligence, gross negligence, willful misrepresentation or any willful or wanton misconduct by Grantor, its officers, employees, agents or contractors; and (b) to the extent caused by a "Pre-Existing Condition" as defined in this paragraph 5. "Pre-Existing Condition" shall mean any condition caused by the existence of hazardous substances or materials in, on, or under the Property, including without limitation hazardous substances released or discharged into the drainage systems, soils, groundwater, waters or atmosphere, which condition existed as of the date of this Agreement and became known or was otherwise disclosed or discovered by reason of Grantee's entry onto the Property. Nothing contained in this Agreement shall be construed as a waiver by the Parties of any limitations on liability contained in Minnesota Statutes, Chapter 466.

6. **Covenant of Ownership.** Grantor covenants that it is the lawful owner and is in lawful possession of the Property and has lawful right and authority to convey and grant the Temporary Construction Easement.

7. **Notices and Demands.** All notices, requests, demands, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given three (3) business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: City of Hopkins
1010 First Street South
Hopkins, MN 55343
Attn: City Manager

Grantee: Metropolitan Council
390 Robert Street North
St. Paul, MN 55101-1805
Attn: Real Estate Office

8. **Termination or Amendment of Temporary Easement.** The Temporary Construction Easement declared, granted, established and conveyed herein is temporary in nature and may be terminated or amended only by an agreement in writing signed by both Parties, or their successors and assigns, or in accordance with the expiration dates and terms contained herein.

9. **Closed Landfill.** The Temporary Easement declared, granted, established and conveyed herein is subject to the Conditions of Consent contained in the Consent and Authorization of the Minnesota Pollution Control Agency Pursuant to Landfill Cleanup Agreement attached hereto as Exhibit B.

10. **Miscellaneous.**

a. **Further Actions.** The Parties agree to execute and deliver all further documents and take all further actions reasonably necessary or appropriate to effectuate the purposes of this Agreement.

b. **Time of the Essence.** Time is of the essence of each provision in this Agreement where time is a factor.

c. **Waiver.** No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

d. **Binding Covenants.** The provisions herein shall be deemed covenants that run with the land, and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

e. **Governing Law.** This Agreement has been made under the laws of the State of Minnesota and such laws shall control its interpretation.

f. **Counterparts.** This Agreement and any amendments to this Agreement may be executed in counterparts, each of which shall be fully effective and all of which together shall constitute one and the same instrument.

g. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

h. No Presumption against Drafter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

[signature pages to follow]

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

P4002 – P.I.D. - 25-117-22-32-0092

That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22 lying South of the Chicago Milwaukee, St. Paul and Pacific Railway and EXCEPT the North 33 feet of the Ease 531.74 feet thereof.

ALSO EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, described as follows: Commencing at the point of intersection of the North line of said South Half with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence Southwesterly along said Southeasterly right-of-way line a distance of 200 feet to the point of beginning of the land to be described: Thence Southeasterly at right angles to said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet Southeasterly of said Southeasterly right-of-way Railroad line to the West line of said section 25; thence North along said Section line to its intersection with the said Southeasterly right-of-way line of said Railroad; thence Northeasterly along said Southeasterly right-of-way Railroad line to the point of beginning.

ALSO EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, described as follows: Commencing at the point of intersection of the North line of said South Half of said Section 25 with the Southeasterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way; thence Southwesterly along said Railroad right of way line a distance of 200 feet; thence at right angles Southeasterly a distance of 150 feet; thence Northeasterly at right angles a distance of 200 feet; thence Northwesterly in a straight line to the point of beginning.

ALSO EXCEPT:

That part of the East 195.78 feet of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117 North, Range 22 West of the Fifth Principal Meridian, which lies south of a line 33.00 feet south of, measured at right angles and parallel with the north line of the Northwest Quarter of the Southwest Quarter of said Section 25.

ALSO EXCEPT

That part of the West 12.75 chains of the south half of the South west Quarter of the Northwest Quarter lying southeasterly of the railroad right of way in Section 25, Township 117, Range 22;

Also EXCEPT

That part of Section 25, Township 117, Range 22, described as follows; Beginning at the point of intersection of the centerline of 7th Street South, extended westerly, with the southeasterly line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence southeasterly at right angles to the southeasterly line of the Chicago, Milwaukee, St. Paul & Pacific Railroad, a distance of 150 feet; thence northeasterly to a point in the centerline of 7th Street South, 250.82 feet east of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence westerly to the point of beginning.

P4003 – P.I.D. – 25-117-22-32-0091

That part of the South Half of Section 25, Township 117, Range 22, described as follows: Commencing at the point of intersection of the North line of said South Half with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence Southwesterly along said Southeasterly right-of-way line a distance of 200 feet to the point of beginning of the land to be described: Thence Southeasterly at right angles to said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet Southeasterly of said Southeasterly right-of-way Railroad line to the West line of said section 25; thence North along said Section line to its intersection with the said Southeasterly right-of-way line of said Railroad ; thence Northeasterly along said Southeasterly right-of-way Railroad line to the point of beginning.

P4004 – P.I.D. – 25-117-22-32-0070

That part of the South Half of Section 25, Township 117, Range 22, described as follows:
Commencing at the point of intersection of the North line of said South Half of said Section 25 with the Southeasterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way; thence Southwesterly along said Railroad right of way line a distance of 200 feet; thence at right angles Southeasterly a distance of 150 feet; thence Northeasterly at right angles a distance of 200 feet; thence Northwesterly in a straight line to the point of beginning.

EXHIBIT B
CONSENT AND AUTHORIZATION DOCUMENT

[to be inserted]

CONSENT AND AUTHORIZATION OF
THE COMMISSIONER OF
THE MINNESOTA POLLUTION CONTROL AGENCY
PURSUANT TO LANDFILL CLEANUP AGREEMENT

WHEREAS, the City of Hopkins, a municipal corporation created and existing under the laws of the State of Minnesota (the "City"), is the owner of certain real property located in Hennepin County, Minnesota, legally described in **Exhibit 1** (the "Property");

WHEREAS, the Metropolitan Council, a public corporation and political subdivision under the law of the State of Minnesota, (the "Council") wishes to use a portion of the Property to locate, install and construct a light rail transit system and its associated improvements on land adjacent to the Property (the "Project"), as described in project plans included in emails from the Council dated April 16, 2018, and June 26, 2018, both attached hereto as **Exhibit 2** ("Project Plans");

WHEREAS, the City wishes to grant a Temporary Easement Agreement (the "Temporary Easement") to the Council to complete the Project, attached hereto as **Exhibit 3**;

WHEREAS, the Property is a Qualified Facility, as defined by Minn. Stat. § 115B.39, subd. 2(l)(1);

WHEREAS, pursuant to the Landfill Cleanup Act, Minn. Stat. §§ 115B.39-115B.445 ("Act"), the City of Hopkins and the Commissioner of the Minnesota Pollution Control Agency ("MPCA") entered into a Landfill Cleanup Agreement, effective June 19, 1995, recorded in the Office of County Recorder, Hennepin County, Minnesota on April 29, 1996, as Document No. 6566526 ("Agreement");

WHEREAS, the City of Hopkins granted an easement to MPCA, effective July 5, 1995, which was filed in the Office of County Recorder, Hennepin County, Minnesota on April 29, 1996, as Document No. 6566524 (the "Easement");

WHEREAS, the City signed a Declaration of Restrictions and Covenants over the Property, effective July 5, 1995, which was filed in the Office of County Recorder, Hennepin County, Minnesota on April 29, 1996, as Document No. 6566525 ("Declaration");

WHEREAS, the Property is subject to certain covenants, conditions and restrictions set forth in the Agreement, Easement and Declaration, which include the following:

- Section H.1. of the Agreement provides that: The City shall not take any action that interferes with the environmental response actions that the Commissioner and the MPCA employees, agents and contractors undertake pursuant to paragraph L of the Agreement or the Landfill Cleanup Act, including any actions that disturb or impede the cover, monitoring system, or the gas venting system at the landfill;
- Section H.1.a. of the Agreement provides that: The City agrees not to place, or to allow others to place any materials, personal property, equipment or any other items either on or in the [Property] without the written consent of the MPCA Project Manager;
- Section H.2. of the Agreement provides that: The City may authorize other persons to enter the [Property] or an area for which the Commissioner has installed access controls only after written approval from the MPCA Project Manager;
- Paragraph 1 of the Easement's Covenants and Conditions provides that: The City of Hopkins may grant access to other persons to enter an area for which the Commissioner has installed access controls only after written approval of the MPCA Commissioner;
- Paragraph 2 of the Easement's Covenants and Conditions provides that: The City of Hopkins shall not take or allow others to take any action that interferes with environmental response actions of the Commissioner;
- Paragraph 3 of the Easement's Covenants and Conditions provides that: The City of Hopkins shall not place or allow others to place any materials, structures, personal property, equipment or any other items on the property without the prior written consent of the Commissioner;
- Paragraph 6 of the Easement's Covenants and Conditions provides that: The City shall not convey any other easement for any purpose in the property, including, but not limited to, road or utility easements, without a written authorization from the Commissioner;
- Paragraph 1 of the Declaration provides that: There shall be no construction of any structure without the written approval of the [MPCA] Commissioner; and
- Paragraph 3 of the Declaration provides that: There shall be no access to the ... property by persons other than the [City of Hopkins] and the MPCA without prior written approval from the MPCA.

WHEREAS, the Project requires the City to grant the Council an easement for access to the Property to complete the Project;

WHEREAS, the Project will likely involve the placement of materials, personal property, equipment or any other items on the Property and includes access to, and mobilization over a portion of the Property; and

WHEREAS, as it relates to restrictions in the Agreement, Easement, and Declaration, the Commissioner of the MPCA does not object to the Project.

NOW, THEREFORE, to the extent required by the covenants, conditions, and restrictions set forth in the Agreement, Easement, and Declaration, the MPCA hereby consents, approves and authorizes the placement of materials, personal property, equipment or other items on the Property, and grant of an easement over the Property, as necessary to complete the Project;

CONDITIONS OF CONSENT

This Consent is limited to the Project as described in the attached **Exhibit 2**, and is granted on the following conditions:

- A. The Council shall assume any and all responsibility related to the Project as set forth in **Exhibit 2**.
- B. MPCA authorizes the City to grant only the easement as attached as **Exhibit 3**. Any and all modifications and amendments shall require separate authorization from the Commissioner of the MPCA.
- C. The Council, its employees and contractors, shall not enter upon the cover of the Landfill or any area within the MPCA's fence surrounding the Landfill waste.
- D. Upon completion of the Project, the Council shall remove all materials, personal property, equipment and any other items on the Property, and restore the Property as close as possible to its condition prior to the Project, including the replacement of any fencing that is removed or damaged during the Project, and restoring any vegetation that is impacted within the easement area.
- E. Subject to and limited by the tort liability limits set forth in Minnesota Statutes Chapter 466, the Council agrees to indemnify and forever hold the MPCA harmless from any loss, damage, injury or death arising from any act or omission of the Council, or its invitees, licensees, employees or agents, caused to any person or property during the Project.
- F. The Council or its agents or contractors shall notify the Commissioner of MPCA within twelve (12) hours of any release or threatened release of any hazardous substance, hazardous waste, pollutant, contaminant, solid waste, or decomposition gases, as these terms are defined in law, encountered in the course of the Project, and, as it relates to the Project, bear all responsibility to properly address and dispose of any such release or threatened release or solid waste in consultation with the Commissioner.
- G. This Consent shall not limit or diminish the right of the MPCA to take any action authorized under the Act, Agreement, Easement, Declaration, or other law, including the right to access to the Property for purpose of taking environmental response actions and related actions that the Commissioner deems necessary to carry out the Agreement and the Commissioner's duties and authorities under the Act.
- H. This Consent applies only to consents or authorizations required under restrictions in the Agreement, Declaration and Easement and does not pertain to other or additional MPCA requirements, permits, review or enforcement action related to the Project, or requirements or approvals of Minnesota Management and Budget that may pertain to the status of the Property as a bond financed property within the meaning of Minn. Stat. § 16A.695.

EXHIBIT 1

Legal Description of Property

Parcel 2 (Property ID 25-117-22-32-0070):

That part of the South Half of Section 25, Township 117, Range 22, described as follows:

Commencing at the point of the intersection of the North line of said South Half of said Section 25 with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence Southwesterly along said Railroad right-of-way line a distance of 200 feet; thence at right angles Southeasterly a distance of 150 feet; thence Northeasterly at right angles a distance of 200 feet; thence Northwesterly in a straight line to the point of beginning.

Parcel 3 (Property ID 25-117-22-32-0091):

That part of the South Half of Section 25, Township 117, Range 22, as described as follows:

Commencing at the point of intersection of the north line of said South Half with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence Southwesterly along said Southeasterly right-of-way line a distance of 200 feet to the point of beginning of the land to be described: Thence Southeasterly at right angles to said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet Southeasterly of said Southeasterly right-of-way Railroad line to the West line of said Section 25; thence North along said Section line to its intersection with the said Southeasterly right-of-way line of said Railroad; thence Northeasterly along said Southeasterly right-of-way Railroad line to the point of beginning.

Together with a nonexclusive easement for road purposes, over, across and upon the following described premises:

That part of the South Half of Section 25, Township 117, Range 22, described as follows:
The southeasterly 66 feet of the Northwesterly 216 feet of that part of the South Half of said Section 25 lying Southeasterly and parallel with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad.

Parcel 4 (Property ID 25-117-22-32-0092):

That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22 lying south of the Chicago, Milwaukee, St. Paul and Pacific Railway and EXCEPT the North 33 feet of the East 531.74 feet thereof.

ALSO EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, as described as follows:

Commencing at the point of intersection of the north line of said South Half with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence Southwesterly along said Southeasterly right-of-way line a distance of 200 feet to the point of beginning of the land to be described: Thence Southeasterly at right angles to said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet Southeasterly of said Southeasterly right-of-way Railroad line to the West line of said Section 25; thence North along said Section line to its intersection with the said Southeasterly right-of-way line of said Railroad; thence Northeasterly along said Southeasterly right-of-way Railroad line to the point of beginning.

ALSO EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, described as follows:

Commencing at the point of the intersection of the North line of said South Half of said Section 25 with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence Southwesterly along said Railroad right-of-way line a distance of 200 feet; thence at right angles Southeasterly a distance of 150 feet; thence Northeasterly at right angles a distance of 200 feet; thence Northwesterly in a straight line to the point of beginning.

ALSO EXCEPT:

That part of the East 195.78 feet of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117 North, Range 22 West of the Fifth Principal Meridian, which lies south of a line 33.00 feet south of, measured at right angles to and parallel with the north line of the Northwest Quarter of the Southwest Quarter of said Section 25.

EXHIBIT 2

Project Plans

From: Dial, Nicholas <Nicholas.Dial@metrotransit.org>

Sent: Monday, April 16, 2018 3:06 PM

To: Ruotsinoja, Shawn (MPCA) <shawn.ruotsinoja@state.mn.us>

Cc: Kronzer, Ryan <Ryan.Kronzer@metrotransit.org>; Wallerstedt, Jamie (MPCA) <jamie.wallerstedt@state.mn.us>; Stellmach, David (MPCA) <david.stellmach@state.mn.us>; Schauer, Craig <Craig.Schauer@metrotransit.org>; Vogel, Michael <Michael.Vogel@metrotransit.org>; Anderson, David T. <DAnderson@Kennedy-Graven.com>; Nate Stanley (nstanley@HOPKINSmn.com) <nstanley@HOPKINSmn.com>; Riggs, Scott J. <sriggs@Kennedy-Graven.com>; Short, Jean M. <jshort@Kennedy-Graven.com>; Jason Lindahl <jlindahl@HOPKINSmn.com>; Steve Stadler <sstadler@HOPKINSmn.com>; Kersten Elverum <kelverum@hopkinsmn.com>

Subject: RE: Hopkins Landfill

Shawn,

Attached is SPO's plan set containing a written list of materials and equipment that are anticipated to be on site during construction of the SWLRT project, MEMO_PlansMatls_Skummer_MktaHopkBr_2018-04-12. The City of Hopkins is cced on this correspondence to make sure everyone is in the loop on communication. SPO has sent title work for parcels P4002, P4003, and P4004 to the City of Hopkins for their review. Assuming there are no issues with the title work and we come to agreement on the TE language then SPO will attach the agreed upon TE language to the attached for MPCA signature.

Please, let me know if you need any additional information.

Thanks,

Nic Dial, P.E.

Assistant Director of Construction

Metro Transit

SWLRT Project Office

6465 Wayzata Boulevard, Suite 500

St. Louis Park, MN 55426

Direct: 612-373-3974

Cell: 720-475-6364

nicholas.dial@metrotransit.org

www.swlrt.org



Memorandum

DATE: 2018-04-12
TO: File
FROM: Steve Kummer
SUBJECT: Potential Manifest of Equipment and Materials Necessary to Build Minnetonka-Hopkins Bridge Near Hopkins Landfill

Potential Materials Shipped/Staged Near Site

- Cast-iron piling in 20-foot sections
- Ready-Mix Concrete
- Pre-Cast Concrete Girders
- Epoxy-Coated Reinforcement Steel
- Elastomeric Materials (Bridge Bearing Pads)
- Neoprene Materials (Bridge Expansion Joints)
- Wire Fencing
- Granular (Sand) Material
- Open-Graded Stone Material
- Erosion Control Materials (silt fence, biolog, straw mulch, construction entrance plates etc.)
- Final establishment (seed, blanket)

Potential Equipment On Site

- Pile Driving Cranes and Hammers (pile driving)
- Pick Cranes (setting girders)
- Backhoes (dig foundations)
- Skidsteers (access road)
- Bulldozer (access road)
- Regular Dump Trucks (haul fill and materials in and out of site)
- Regular Concrete Mixer Trucks (haul ready-mix)
- Regular Flatbed Trucks (haul piling, rebar, mix materials to site)
- Concrete Pump Truck
- Miscellaneous Pick Up Trucks with Handtools and Personal Equipment
- Occasional Support Trucks (Fuel Trucks, Mechanics)

-----Original Message-----

From: Dial, Nicholas <Nicholas.Dial@metrotransit.org>

Sent: Tuesday, June 26, 2018 9:08 AM

To: Ruotsinoja, Shawn (MPCA) <shawn.ruotsinoja@state.mn.us>

Cc: Kronzer, Ryan <Ryan.Kronzer@metrotransit.org>; Stellmach, David (MPCA)

<david.stellmach@state.mn.us>; Vogel, Michael <Michael.Vogel@metrotransit.org>; Nate Stanley

(nstanley@HOPKINSmn.com) <nstanley@HOPKINSmn.com>; Riggs, Scott J. <sriggs@Kennedy-

Graven.com>; Short, Jean M. <jshort@Kennedy-Graven.com>; Jason Lindahl

<jlindahl@HOPKINSmn.com>; Steve Stadler <sstadler@HOPKINSmn.com>; Kersten Elverum

<kelverum@hopkinsmn.com>; Anderson, David T. <DAnderson@Kennedy-Graven.com>; Kummer,

Steven <Steven.Kummer@metrotransit.org>; Caulum, Andrew <Andrew.Caulum@metrotransit.org>

Subject: RE: Hopkins Landfill

Shawn,

Attached is the current template for the TCE document between the City of Hopkins and Metropolitan Council for the Hopkins Landfill site, as well as, a revised Exhibit B that was developed after our site visit and coordination with your GIS information. The Exhibit B currently has the older background information so I have provided a GIS Map that shows the current condition of the property with the proposed shape overlaid. Please, provide consent for the City of Hopkins and Metropolitan Council to enter into a Temporary Construction Easement to utilize this portion of property during construction of the SWLRT project.

Thanks,

Nic Dial, P.E.

Assistant Director of Construction

Metro Transit

SWLRT Project Office

6465 Wayzata Boulevard, Suite 500

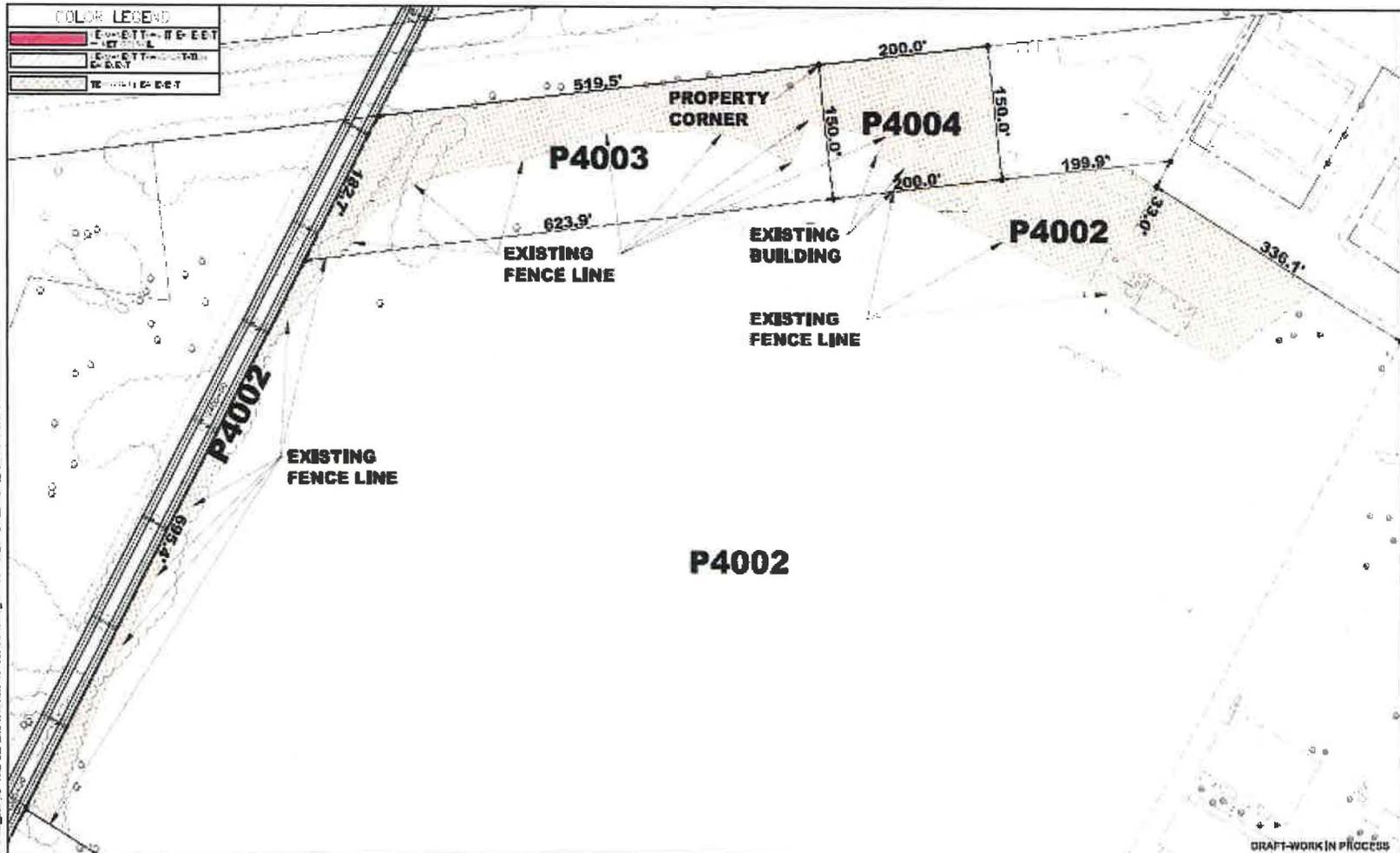
St. Louis Park, MN 55426

Direct: 612-373-3974

Cell: 720-475-6364

nicholas.dial@metrotransit.org

www.swlrt.org



	<p align="center">SOUTHWEST LIGHT RAIL PUBLIC PARCELS PARCELS P4002 & P4003 & P4004</p>	<p>Rev G 05/01/2018</p>			
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Hopkins Landfill

Temporary Construction Easement Exhibit
 08/06/2018
 Version 1.0
 Drawn by: S. Kummer



Legend

-  Monitoring Well
-  Temp Construction Easement
-  Henn Co. Parcel Lines
-  Landfill Waste Footprint

EXHIBIT 3

Temporary Easement Agreement

PARCELS P4002, P4003, P4004
TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (this "***Agreement***") is made and entered into this ___ day of _____, 2019, by and between the CITY OF HOPKINS, a Minnesota municipal corporation ("***Grantor***"), and the METROPOLITAN COUNCIL, a public corporation and political subdivision under the law of the State of Minnesota ("***Grantee***"). This Agreement sometimes refers to Grantor and Grantee individually as a "***Party***" and collectively as the "***Parties***."

WITNESSETH:

WHEREAS, Grantor is the fee owner of the real property that is legally described on **Exhibit A** attached hereto (the "***Property***"); and

WHEREAS, the Grantee intends to locate, install, construct, operate, and maintain a light rail transit system (the "***LRT***") and its associated improvements adjacent to the Property; and

WHEREAS, pursuant to that certain Easement, Declaration of Restrictions and Covenants, and Landfill Cleanup Agreement, recorded with Hennepin County as Document Nos. 6566524, 6566525, and 6566526, respectively, the Minnesota Pollution Control Agency ("***MPCA***") has consented to this Agreement upon certain conditions, as indicated in that certain Consent and Authorization of the Commissioner of the Minnesota Pollution Control Agency Pursuant to Landfill Cleanup Agreement, which has been executed by both the MPCA and Grantee and is attached hereto as **Exhibit B**.

NOW THEREFORE, in consideration for the mutual promises made herein, the Parties agree as follows:

1. **Grant of Easement**. Grantor hereby grants and conveys to Grantee, its agents, permittees, successors and assigns, the following described easement:

a. **Temporary Construction Easement**. A temporary, non-exclusive construction easement over, under and across that part of the Property depicted on the attached **Exhibit C** (the "***Temporary Construction Easement Area***") to provide access for the Grantee to locate, install and construct the LRT and its associated improvements adjacent to the Property. Grantee shall use the Property as an access for various construction equipment, vehicles and conveyance of materials and not for long-term storage and laydown.

Subsequent to the commencement date of the Agreement, as written below, and until such Temporary Construction Easement has expired, Grantor, its heirs, successors and assigns, shall not erect, construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the Temporary Construction Easement or plant any trees, or stockpile construction debris or construction

equipment, or change the grade thereof of the Temporary Construction Easement without the express written permission of the Grantee.

2. **Term of Temporary Construction Easement.** The Temporary Easement defined above shall commence immediately upon execution of this Agreement and, subject to paragraph 3 below, expire on **June 2, 2023**.

3. **Extension Option of Temporary Construction Easement.** With respect to the expiration date above, the Grantee shall have the option to extend the term of the Temporary Construction Easement for up to one (1) six (6)-month period. Such option for extension shall be exercised by written notice from Grantee delivered to Grantor not less than fourteen (14) days prior to the expiration of the term of the Temporary Construction Easement.

4. **Restoration of Temporary Construction Easement Area.** Prior to the expiration date of the Temporary Construction Easement, Grantee shall restore the Temporary Construction Easement Area by matching the original surface grade as far as reasonably practicable and restoring all surfaces to like condition, with MPCA's concurrence, either grass seeding or sodding or either paved or gravel surface, as the case may be. Grantee shall promptly repair and replace any portion of the Property and any landscaping or other improvements thereto which may be damaged or destroyed in connection with the exercise of the Temporary Construction Easement by Grantee, its contractors, agents, and employees.

5. **Indemnification.** Grantee agrees to indemnify, save harmless, and defend Grantor and its officers and employees, from and against any and all claims, actions, damages, liability and expense in connection with personal injury or damage to the Property arising from or out of any occurrence in, upon or at the Property caused by the negligent act or omission of Grantee, its contractors, agents, and employees in exercising the rights granted herein, except (a) to the extent caused by the negligence, gross negligence, willful misrepresentation or any willful or wanton misconduct by Grantor, its officers, employees, agents or contractors; and (b) to the extent caused by a "Pre-Existing Condition" as defined in this paragraph 5. "Pre-Existing Condition" shall mean any condition caused by the existence of hazardous substances or materials in, on, or under the Property, including without limitation hazardous substances released or discharged into the drainage systems, soils, groundwater, waters or atmosphere, which condition existed as of the date of this Agreement and became known or was otherwise disclosed or discovered by reason of Grantee's entry onto the Property. Nothing contained in this Agreement shall be construed as a waiver by the Parties of any limitations on liability contained in Minnesota Statutes, Chapter 466.

6. **Covenant of Ownership.** Grantor covenants that it is the lawful owner and is in lawful possession of the Property and has lawful right and authority to convey and grant the Temporary Construction Easement.

7. **Notices and Demands.** All notices, requests, demands, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given three (3) business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: City of Hopkins
1010 First Street South
Hopkins, MN 55343
Attn: City Manager

Grantee: Metropolitan Council
390 Robert Street North
St. Paul, MN 55101-1805
Attn: Real Estate Office

8. **Termination or Amendment of Temporary Easement.** The Temporary Construction Easement declared, granted, established and conveyed herein is temporary in nature and may be terminated or amended only by an agreement in writing signed by both Parties, or their successors and assigns, or in accordance with the expiration dates and terms contained herein.

9. **Closed Landfill.** The Temporary Easement declared, granted, established and conveyed herein is subject to the Conditions of Consent contained in the Consent and Authorization of the Minnesota Pollution Control Agency Pursuant to Landfill Cleanup Agreement attached hereto as Exhibit B.

10. **Miscellaneous.**

a. Further Actions. The Parties agree to execute and deliver all further documents and take all further actions reasonably necessary or appropriate to effectuate the purposes of this Agreement.

b. Time of the Essence. Time is of the essence of each provision in this Agreement where time is a factor.

c. Waiver. No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

d. Binding Covenants. The provisions herein shall be deemed covenants that run with the land, and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

e. Governing Law. This Agreement has been made under the laws of the State of Minnesota and such laws shall control its interpretation.

f. Counterparts. This Agreement and any amendments to this Agreement may be executed in counterparts, each of which shall be fully effective and all of which together shall constitute one and the same instrument.

g. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

h. No Presumption against Drafter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

[signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

METROPOLITAN COUNCIL,
a public corporation and political subdivision under the
laws of the State of Minnesota,

By: _____
Title: Regional Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, a Notary Public in and for Ramsey County, Minnesota, do hereby certify that _____, the Regional Administrator of the Metropolitan Council, a public body appeared before me this day in person and acknowledged that he signed and delivered said instrument on behalf of said public body.

Given under my hand and official seal this _____ day of _____, 201__.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

P4002 – P.I.D. - 25-117-22-32-0092

That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117, Range 22 lying South of the Chicago Milwaukee, St. Paul and Pacific Railway and EXCEPT the North 33 feet of the Ease 531.74 feet thereof.

ALSO EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, described as follows: Commencing at the point of intersection of the North line of said South Half with the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence Southwesterly along said Southeasterly right-of-way line a distance of 200 feet to the point of beginning of the land to be described: Thence Southeasterly at right angles to said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet Southeasterly of said Southeasterly right-of-way Railroad line to the West line of said section 25; thence North along said Section line to its intersection with the said Southeasterly right-of-way line of said Railroad; thence Northeasterly along said Southeasterly right-of-way Railroad line to the point of beginning.

ALSO EXCEPT:

That part of the South Half of Section 25, Township 117, Range 22, described as follows: Commencing at the point of intersection of the North line of said South Half of said Section 25 with the Southeasterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way; thence Southwesterly along said Railroad right of way line a distance of 200 feet; thence at right angles Southeasterly a distance of 150 feet; thence Northeasterly at right angles a distance of 200 feet; thence Northwesterly in a straight line to the point of beginning.

ALSO EXCEPT:

That part of the East 195.78 feet of the Northwest Quarter of the Southwest Quarter of Section 25, Township 117 North, Range 22 West of the Fifth Principal Meridian, which lies south of a line 33.00 feet south of, measured at right angles and parallel with the north line of the Northwest Quarter of the Southwest Quarter of said Section 25.

ALSO EXCEPT

That part of the West 12.75 chains of the south half of the South west Quarter of the Northwest Quarter lying southeasterly of the railroad right of way in Section 25, Township 117, Range 22;

Also EXCEPT

That part of Section 25, Township 117, Range 22, described as follows; Beginning at the point of intersection of the centerline of 7th Street South, extended westerly, with the southeasterly line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence southeasterly at right angles to the southeasterly line of the Chicago, Milwaukee, St. Paul & Pacific Railroad, a distance of 150 feet; thence northeasterly to a point in the centerline of 7th Street South, 250.82 feet east of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence westerly to the point of beginning.

P4003 – P.I.D. – 25-117-22-32-0091

That part of the South Half of Section 25, Township 117, Range 22, described as follows:
Commencing at the point of intersection of the North line of said South Half with the
Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad;
thence Southwesterly along said Southeasterly right-of-way line a distance of 200 feet to
the point of beginning of the land to be described: Thence Southeasterly at right angles to
said right-of-way line a distance of 150 feet; thence Southwesterly parallel to and 150 feet
Southeasterly of said Southeasterly right-of-way Railroad line to the West line of said
section 25; thence North along said Section line to its intersection with the said
Southeasterly right-of-way line of said Railroad ; thence Northeasterly along said
Southeasterly right-of-way Railroad
line to the point of beginning.

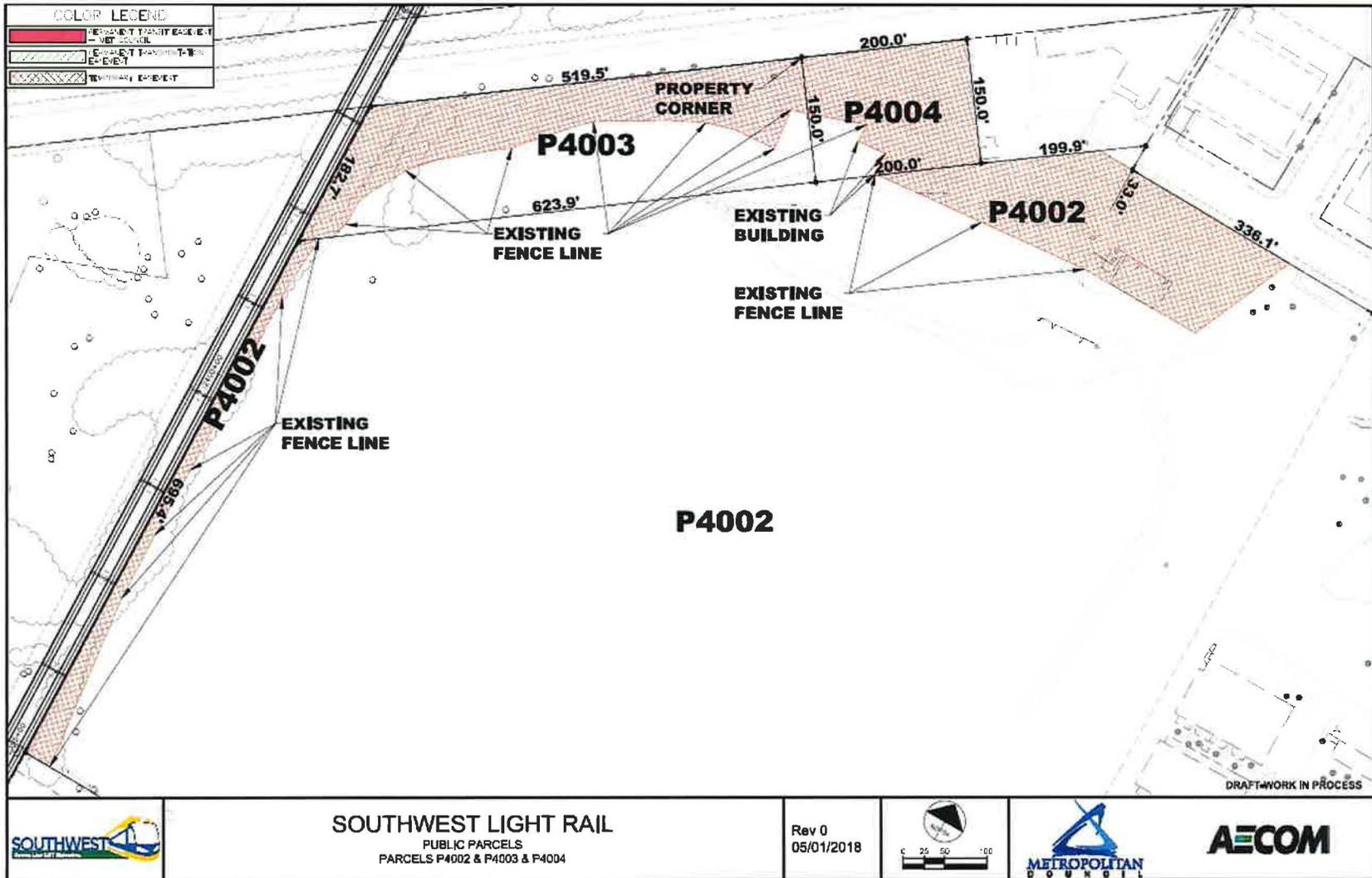
P4004 – P.I.D. – 25-117-22-32-0070

That part of the South Half of Section 25, Township 117, Range 22, described as follows:
Commencing at the point of intersection of the North line of said South Half of said Section 25 with the Southeasterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way; thence Southwesterly along said Railroad right of way line a distance of 200 feet; thence at right angles Southeasterly a distance of 150 feet; thence Northeasterly at right angles a distance of 200 feet; thence Northwesterly in a straight line to the point of beginning.

EXHIBIT B
CONSENT AND AUTHORIZATION DOCUMENT

[to be inserted]

EXHIBIT C
TEMPORARY CONSTRUCTION EASEMENT AREA DEPICTION





March 15, 2022

Council Report 2022-024

Resolution Approving a Brew Pub Off-Sale License and an On-Sale Intoxicating Liquor License with Sunday Sales for Bear Cave Brewing, LLC

Proposed Action

Staff recommends adoption of the following motion: Move to adopt Resolution 2022-019 Approving a Brew Pub Off-Sale License and an On-Sale Intoxicating Liquor License with Sunday Sales for Bear Cave Brewing, LLC.

Overview

Jillian Link submitted an application for a brew pub off-sale license and an on-sale intoxicating liquor license with Sunday sales at Bear Cave Brewing, LLC (“Bear Cave Brewing”), a new brew pub and restaurant to be located at 1201 Mainstreet. The licensed premise includes the interior space, rooftop patio and plaza area at 1201 Mainstreet. Ms. Link plans to open Bear Cave Brewing after April 1. Pursuant to Minnesota Statutes, section 340A.24 and subsections 4-36(f) and 4-37(c) of the Hopkins City Code, a brew pub is eligible for an off-sale license to sell malt liquor produced and packaged on site for off-site consumption, and an on-sale intoxicating liquor license when a restaurant is operated in the place of manufacture.

The Police Department reviewed the application for the liquor licenses requested and conducted a background investigation as required by state and local law. The Police Department has no reservations in approving the licenses based upon the results of the investigation.

Upon City Council approval of the liquor licenses requested, the State application will be sent to the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division, for certification and approval. The liquor licenses will become effective upon all conditions being met in Resolution 2022-019 and will expire on June 30, 2022, subject to any subsequent renewals.

Supporting Information

- Resolution 2022-019
- The complete application is on file in the City Clerk’s office.

Amy Domeier, City Clerk

Financial Impact: _____ Budgeted: Y/N N Source: _____

Related Documents (CIP, ERP, etc.): _____

Notes:

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2022-019

**APPROVING A BREW PUB OFF-SALE LICENSE AND AN ON-SALE
INTOXICATING LIQUOR LICENSE WITH SUNDAY SALES FOR
BEAR CAVE BREWING, LLC, WITH CONDITIONS**

WHEREAS, Jillian Link, on behalf of Bear Cave Brewing, LLC, submitted an application for a brew pub off-sale license and an on-sale intoxicating liquor license with Sunday sales for Bear Cave Brewing, to be located at 1201 Mainstreet, Hopkins; and

WHEREAS, the City Council has reviewed the application as it is on file with the City Clerk; and

WHEREAS, the Hopkins Police Department has reviewed the application as it is on file with the City Clerk and has no reservations about the licensers being issued.

NOW, THEREFORE BE IT NOW RESOLVED, by the City Council of the City of Hopkins as follows:

1. The council approves a brew pub off-sale license and a brew pub on-sale intoxicating liquor license with Sunday sales for Bear Cave Brewing, LLC, for the premise located at 1201 Mainstreet. The licensed premise includes the interior space, rooftop patio and plaza area at 1201 Mainstreet.
2. The licenses are conditioned on the applicant's ongoing compliance with its application that is on file with the City Clerk, and is further subject to the following:
 - A. All terms and conditions of the City Code Chapter 4, Alcoholic Beverages, and Minnesota Statutes, Chapter 340A. This includes, but is certainly not limited to, adherence to the retail sales limitations and packaging requirements set forth in Minnesota Statutes, sections 340A.24 and 340A.285, respectively.
 - B. Final inspection by the City Building Official.
 - C. Final inspection by the City Fire Marshal.
 - D. Final inspection by the City Planner.
 - E. Final inspection by the Hennepin County Health Inspector.
3. The on-sale intoxicating license issued herein is further conditioned on the existence and operation of a restaurant, as that term is defined in Hopkins City Code, section 4-1(b), within the licensed premises.
4. Upon adherence with the contingencies set forth herein, the Mayor and City Clerk are hereby authorized to execute said licenses.

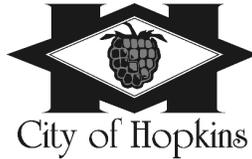
5. The licenses shall expire at 11:59 p.m. on June 30, 2022, subject to subsequent renewals.

Adopted by the City Council of the City of Hopkins this 15th day of March, 2022.

Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



March 15, 2022

Council Report 2022-025

**ACCEPT BIDS AND AWARD OF CONTRACT
2022 TRUNK WATERMAIN REHABILITATION
CITY PROJECT 2021-05**

Proposed Action

Staff recommends the following motion: adopt Resolution 2022-021 Accepting Bid; and Resolution 2022-022 Awarding the Contract, 2022 Trunk Watermain Improvements, City Project 2021-05

Overview

The bid opening for the 2022 Trunk Watermain Rehabilitation was held on March 4, 2022. This project involves rehabilitation of the trunk watermain system in the area of the Water Treatment Plant and several watermain crossings of TH 7. One crossing of TH 7 was bid as an “add-alternate”.

The low base bid was \$2,897,319.50; the base bid with the add-alternate was \$2,988,021.00, submitted by Bituminous Roadways, Inc. A total of one (1) bids was received. Bituminous Roadways, Inc. has a good reputation with previous similar projects in the wider metro area. Staff is recommending award of the project contract to Bituminous Roadways, Inc.

Primary Issues to Consider

- Bid Results and Analysis
- Project Costs
- Project Schedule

Supporting Information

- Consultant Recommendation
- Tabulation and Abstract of Bids
- Resolutions 2022-021, 2022-022
- Project Location Map

Eric Klingbeil, P.E., City Engineer

Financial Impact: \$3,800,000 Budgeted: Y/N Yes Source: Special Assessments, PIR, and Utility funds Related Documents (CIP, ERP, etc.): CIP and Engr's Estimate
Notes: _____

ANALYSIS OF ISSUES

• **Bid Results and Analysis**

<u>Contractor</u>	<u>Base Bid</u>	<u>Base Bid + Add Alternate</u>
Bituminous Roadways, Inc.	\$2,897,319.50	\$2,988,021.00
Engineers Estimate	\$3,199,570.00	\$3,295,630.00

All bids were submitted with required bid security made by qualified contractors. Bituminous Roadways, Inc. is a reputable contractor who has completed similar projects in the wider metro area.

• **Project Costs**

Based on the low bid, indirect costs and contingency the total estimated project cost is \$3,800,000. The Project Cost includes adjustment for engineering, administration, and contingency costs. This amount is lower than both the CIP budget (\$3,955,000) and Engineers Estimate at the time of bidding (\$4,170,000).

Bids received were lower than the Engineer’s Estimate, so the overall project budget has decreased. There are no assessments proposed as part of this project.

Due to favorable bid prices, staff is recommending to include the add-alternate with this project. Including the add-alternate will increase the reliability of our water distribution system city-wide.

• **Project Schedule**

Accept Bids, Award Contract,	March 15, 2022
Begin Construction	May 2022
Construction Complete	November 2022

Staff Recommendation

Staff recommends accepting the bid and awarding the contract with the add-alternate with adoption of resolutions 2022-021 and 2022-022.

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 2022-021

**RESOLUTION ACCEPTING BID
2022 TRUNK WATERMAIN REHABILITATION
CITY PROJECT 2021-05**

WHEREAS, pursuant to an advertisement for bids for the rehabilitation of the trunk watermain system in the area of our Water Treatment Plant and several watermain crossings under TH 7 bids were received, opened and tabulated according to law, and the following bid was received complying with the advertisement:

Bituminous Roadways, Inc.	\$2,988,021.00
---------------------------	----------------

AND WHEREAS, it Bituminous Roadways, Inc of Mendota Heights, MN is the lowest responsible bidder,

NOW THEREFORE, BE IT RESOLVED by the City Council of Hopkins, Minnesota, that:

1. The Mayor and City manager are hereby authorized and directed to enter a contract with Bituminous Roadways, Inc. of Mendota Heights, MN in the name of the City of Hopkins for the improvements noted above according to the plans and specifications therefore approved by the city council and on file in the office of the city clerk.
2. The city clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted by the City Council this 15th day of March, 2022.

By _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk

**CITY OF HOPKINS
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO. 2022-022

**RESOLUTION FOR AWARD OF CONTRACT
2022 TRUNK WATERMAIN REHABILITATION
CITY PROJECT 2021-05**

BE IT RESOLVED BY THE CITY COUNCIL OF HOPKINS, MINNESOTA, that the lowest bid of Bituminous Roadways, Inc in the amount of \$2,988,021.00 is the lowest responsible bid for 2022 Trunk Watermain Rehabilitation, City Project 2021-05, and the Mayor and City Manager are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the City.

Adopted by the City Council of the City of Hopkins, Minnesota, this 15th day of March, 2022.

By _____
Patrick Hanlon, Mayor

ATTEST:

Amy Domeier, City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

March 8, 2022

Mr. Eric Klingbeil, P.E., City Engineer
City of Hopkins
1010 1st St S
Hopkins, MN 55343

RE: 2022 Trunk Watermain Improvements
City of Hopkins, Minnesota
City Project No. 2021-05
Project No.: OT1.123683

Dear Mr. Klingbeil,

Bids on the above-referenced project were opened at 10:00 a.m. on March 4, 2022. There was one bidder for the project; a tabulation of the bid received and a detailed bid abstract is enclosed. The low bidder on the project is Bituminous Roadways, Inc. with a bid of \$2,897,319.50 for the base bid and \$2,988,021.00 for the base bid plus the alternate. Bituminous Roadways, Inc. has previous experience on projects of this size and complexity in the Twin Cities Metro area.

Based on Bituminous Roadways' experience and acceptable bid price the City received, we recommend the City of Hopkins award the project, including the alternate for the 12th Ave watermain crossing, to Bituminous Roadways, Inc. on March 15, 2022.

If you have any questions regarding this award recommendation, please contact me at your convenience.

Sincerely,

Bolton & Menk, Inc.

Nicholas J. Amatuuccio, P.E.
Senior Project Engineer



Real People. Real Solutions.

BID TABULATION
2022 Trunk Watermain Improvements
City of Hopkins
Hopkins, MN
0T1.123683

Bid Taken: Friday, March 4, 2022
Time: 10:00 a.m.

Addendums: #1 2/18/2022
#2 2/24/2022

	BIDDERS	BASE BID	ALTERNATE BID	TOTAL BID
1	Bituminous Roadways, Inc	\$ 2,897,319.50	\$ 90,701.50	\$ 2,988,021.00

City of Hopkins 2022 Trunk Watermain Improvements OT1.123683 (#8103035)

Owner: Hopkins MN, City of

Solicitor: Bolton & Menk, Inc.

03/04/2022 10:00 AM CST

						Engineer Estimate		Bituminous Roadways Inc.	
Section Line	Item	Item				Unit Price	Extension	Unit Price	Extension
Title	Item	Code	Item Description	UofM	Quantity				
BASE BID									
	1	0	MOBILIZATION	LUMP SUM	1	\$150,000.00	\$150,000.00	\$101,000.00	\$101,000.00
	2	0	REMOVE HYDRANT	EACH	4	\$500.00	\$2,000.00	\$300.00	\$1,200.00
	3	0	ADJUST CASTING	EACH	6	\$1,000.00	\$6,000.00	\$475.00	\$2,850.00
	4	0	CLEARING	EACH	11	\$500.00	\$5,500.00	\$310.00	\$3,410.00
	5	0	GRUBBING	EACH	11	\$500.00	\$5,500.00	\$206.00	\$2,266.00
	6	0	EXPLORATORY EXCAVATION	HOUR	40	\$1,000.00	\$40,000.00	\$595.00	\$23,800.00
	7	0	REMOVE BOLLARD	EACH	5	\$150.00	\$750.00	\$100.00	\$500.00
	8	0	SALVAGE SIGN PANEL	EACH	6	\$50.00	\$300.00	\$55.00	\$330.00
	9	0	REINSTALL SIGN PANEL	EACH	6	\$200.00	\$1,200.00	\$110.00	\$660.00
	10	0	TRAFFIC POST (U-CHANNEL)	EACH	7	\$150.00	\$1,050.00	\$55.00	\$385.00
	11	0	REMOVE CURB AND GUTTER	LIN FT	631	\$6.00	\$3,786.00	\$5.00	\$3,155.00
	12	0	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	3156	\$4.00	\$12,624.00	\$2.00	\$6,312.00
	13	0	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	255	\$6.00	\$1,530.00	\$6.00	\$1,530.00
	14	0	REMOVE WATERMAIN	LIN FT	1485	\$8.00	\$11,880.00	\$8.00	\$11,880.00
	15	0	ABANDON 6" WATERMAIN	LIN FT	845	\$10.00	\$8,450.00	\$15.00	\$12,675.00
	16	0	ABANDON 16" WATERMAIN	LIN FT	1219	\$15.00	\$18,285.00	\$32.00	\$39,008.00
	17	0	ABANDON 18" WATERMAIN	LIN FT	183	\$20.00	\$3,660.00	\$40.00	\$7,320.00
	18	0	ABANDON GATE VALVE	EACH	7	\$500.00	\$3,500.00	\$300.00	\$2,100.00
	19	0	REMOVE VALVE MANHOLE	EACH	1	\$1,000.00	\$1,000.00	\$775.00	\$775.00
	20	0	REMOVE STORM SEWER PIPE	LIN FT	521	\$15.00	\$7,815.00	\$7.00	\$3,647.00
	21	0	REMOVE DRAINAGE STRUCTURE	LIN FT	10	\$500.00	\$5,000.00	\$450.00	\$4,500.00
	22	0	REMOVE CONCRETE STREET PAVEMENT	SQ YD	117	\$25.00	\$2,925.00	\$6.00	\$702.00
	23	0	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	60	\$20.00	\$1,200.00	\$6.00	\$360.00
	24	0	REMOVE CONCRETE WALK/MEDIAN	SQ YD	216	\$10.00	\$2,160.00	\$3.00	\$648.00
	25	0	REMOVE BITUMINOUS STREET PAVEMENT	SQ YD	1500	\$4.00	\$6,000.00	\$5.00	\$7,500.00
	26	0	REMOVE BITUMINOUS TRAIL/DRIVEWAY PAVEMENT	SQ YD	1070	\$6.00	\$6,420.00	\$5.00	\$5,350.00
	27	0	SUBGRADE EXCAVATION	CU YD	300	\$30.00	\$9,000.00	\$23.00	\$6,900.00
	28	0	SELECT GRANULAR BACKFILL	TON	550	\$20.00	\$11,000.00	\$25.00	\$13,750.00
	29	0	4" BITUMINOUS STREET PATCH	SQ YD	1420	\$120.00	\$170,400.00	\$58.00	\$82,360.00
	30	0	5" BITUMINOUS STREET PATCH	SQ YD	410	\$130.00	\$53,300.00	\$73.00	\$29,930.00
	31	0	2" TEMPORARY BITUMINOUS STREET PATCH	SQ YD	500	\$50.00	\$25,000.00	\$39.00	\$19,500.00
	32	0	JOINT ADHESIVE	LIN FT	500	\$10.00	\$5,000.00	\$2.20	\$1,100.00
	33	0	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	6	\$2,000.00	\$12,000.00	\$600.00	\$3,600.00
	34	0	CONNECT TO EXISTING STORM PIPE	EACH	8	\$1,500.00	\$12,000.00	\$550.00	\$4,400.00
	35	0	18" CIPP GRAVITY LINER (STORM)	LIN FT	353	\$85.00	\$30,005.00	\$165.00	\$58,245.00
	36	0	12" RC PIPE STORM SEWER	LIN FT	30	\$60.00	\$1,800.00	\$59.00	\$1,770.00
	37	0	15" RC PIPE STORM SEWER	LIN FT	296	\$75.00	\$22,200.00	\$64.00	\$18,944.00

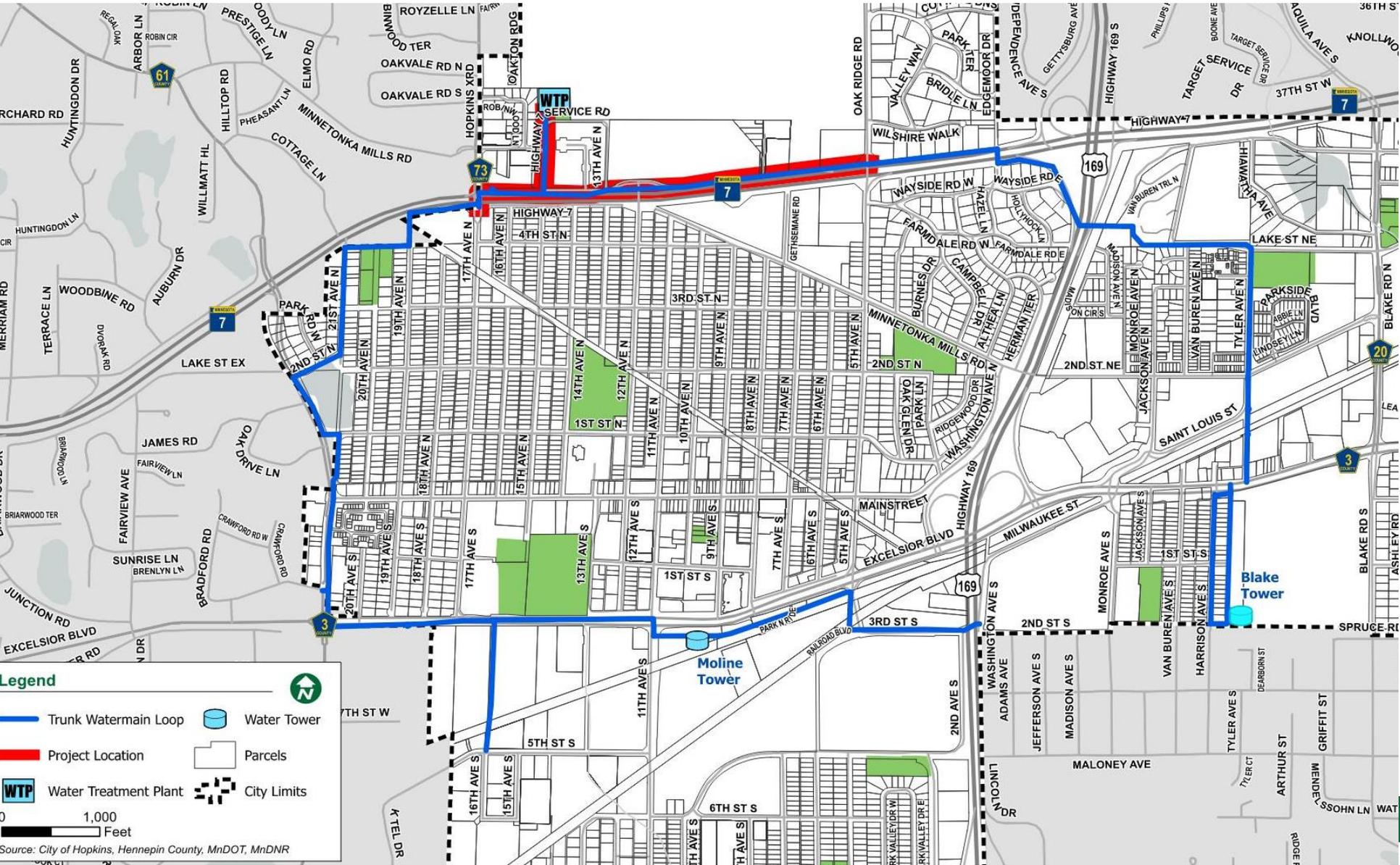
38	0 15" C900 PIPE STORM SEWER	LIN FT	71	\$85.00	\$6,035.00	\$131.00	\$9,301.00
39	0 18" RC PIPE STORM SEWER	LIN FT	87	\$85.00	\$7,395.00	\$68.00	\$5,916.00
40	0 15" FLARED END SECTION	EACH	1	\$1,500.00	\$1,500.00	\$1,440.00	\$1,440.00
41	0 48"-4020 DRAINAGE STRUCTURE	EACH	1	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
42	0 48"-4022 DRAINAGE STRUCTURE	EACH	1	\$2,500.00	\$2,500.00	\$3,100.00	\$3,100.00
43	0 48" DESIGN H DRAINAGE STRUCTURE	EACH	2	\$1,500.00	\$3,000.00	\$2,890.00	\$5,780.00
44	0 2'X3' CATCH BASIN	EACH	5	\$1,500.00	\$7,500.00	\$2,650.00	\$13,250.00
45	0 R-3067-V CATCH BASIN CASTING	EACH	6	\$900.00	\$5,400.00	\$740.00	\$4,440.00
46	1 B-9 CATCH BASIN CASTING	EACH	2	\$1,200.00	\$2,400.00	\$700.00	\$1,400.00
47	0 R-1733 STORM SEWER MANHOLE CASTING (SPECIAL)	EACH	1	\$1,000.00	\$1,000.00	\$440.00	\$440.00
48	0 R-2510-A STORM SEWER MANHOLE CASTING	EACH	1	\$800.00	\$800.00	\$595.00	\$595.00
49	0 INSTALL 6" GATE VALVE & BOX	EACH	18	\$1,000.00	\$18,000.00	\$1,700.00	\$30,600.00
50	0 INSTALL 8" GATE VALVE & BOX	EACH	12	\$1,200.00	\$14,400.00	\$2,150.00	\$25,800.00
51	1 INSTALL 12" BUTTERFLY VALVE & BOX	EACH	1	\$4,500.00	\$4,500.00	\$2,800.00	\$2,800.00
52	0 INSTALL 16" BUTTERFLY VALVE & BOX	EACH	12	\$3,000.00	\$36,000.00	\$3,600.00	\$43,200.00
53	0 WATERMAIN DRILLING PIT	EACH	10	\$10,000.00	\$100,000.00	\$3,000.00	\$30,000.00
54	0 CUT-IN FITTING (CONNECTION TO HDD INSTALLATION)	EACH	4	\$2,500.00	\$10,000.00	\$2,840.00	\$11,360.00
55	0 CONNECT TO EXISTING WATERMAIN	EACH	65	\$1,200.00	\$78,000.00	\$2,145.00	\$139,425.00
56	0 16" PRESSURE RATED WATERMAIN CIPP LINING	LIN FT	3063	\$230.00	\$704,490.00	\$221.00	\$676,923.00
57	0 1" CORPORATION STOP	EACH	2	\$450.00	\$900.00	\$850.00	\$1,700.00
58	0 1.5" CORPORATION STOP	EACH	1	\$750.00	\$750.00	\$1,050.00	\$1,050.00
59	0 1" TYPE K COPPER SERVICE PIPE	LIN FT	24	\$85.00	\$2,040.00	\$83.00	\$1,992.00
60	0 1.5" TYPE K COPPER SERVICE PIPE	LIN FT	8	\$100.00	\$800.00	\$94.00	\$752.00
61	0 1" CURB STOP & BOX	EACH	2	\$500.00	\$1,000.00	\$900.00	\$1,800.00
62	0 1.5" CURB STOP & BOX	EACH	1	\$850.00	\$850.00	\$1,125.00	\$1,125.00
63	0 CONNECT TO EXISTING WATER SERVICE	EACH	3	\$700.00	\$2,100.00	\$300.00	\$900.00
64	0 6" WATERMAIN DUCTILE IRON CL 52	LIN FT	288	\$70.00	\$20,160.00	\$59.00	\$16,992.00
65	0 8" WATERMAIN DUCTILE IRON CL 52	LIN FT	178	\$80.00	\$14,240.00	\$71.00	\$12,638.00
66	0 16" WATERMAIN DUCTILE IRON CL 52	LIN FT	1084	\$220.00	\$238,480.00	\$152.00	\$164,768.00
67	0 10" DR 11 DIPS HDPE/ 8" DR 18 DIPS FPVC (TRENCHLESS)	LIN FT	275	\$115.00	\$31,625.00	\$94.00	\$25,850.00
68	0 10" DR 11 DIPS HDPE/ 8" DR 18 DIPS FPVC (IN CASING) (TRENCHLESS)	LIN FT	231	\$255.00	\$58,905.00	\$295.00	\$68,145.00
69	0 18" DR 11 DIPS HDPE/ 16" DR 18 DIPS FPVC (TRENCHLESS)	LIN FT	1234	\$265.00	\$327,010.00	\$242.00	\$298,628.00
70	0 18" DR 11 DIPS HDPE/ 16" DR 18 DIPS FPVC (IN CASING) (TRENCHLESS)	LIN FT	154	\$470.00	\$72,380.00	\$662.00	\$101,948.00
71	0 TEMPORARY WATER SERVICE	LUMP SUM	1	\$250,000.00	\$250,000.00	\$275,000.00	\$275,000.00
72	0 INSTALL HYDRANT	EACH	4	\$2,500.00	\$10,000.00	\$3,500.00	\$14,000.00
73	0 WATERMAIN FITTINGS	POUND	19500	\$10.00	\$195,000.00	\$9.00	\$175,500.00
74	0 4" CONCRETE WALK	SQ FT	1561	\$10.00	\$15,610.00	\$10.00	\$15,610.00
75	0 6" CONCRETE WALK (PEDESTRIAN RAMPS)	SQ YD	63	\$130.00	\$8,190.00	\$150.50	\$9,481.50
76	0 3" BITUMINOUS TRAIL	SQ YD	1022	\$30.00	\$30,660.00	\$40.00	\$40,880.00
77	0 3" BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	42	\$40.00	\$1,680.00	\$57.00	\$2,394.00
78	0 CONCRETE CURB & GUTTER DESIGN B618	LIN FT	545	\$20.00	\$10,900.00	\$31.30	\$17,058.50
79	0 CONCRETE CURB & GUTTER DESIGN B624	LIN FT	86	\$25.00	\$2,150.00	\$35.75	\$3,074.50
80	0 8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	60	\$125.00	\$7,500.00	\$143.65	\$8,619.00
81	0 TRUNCATED DOMES	SQ FT	140	\$50.00	\$7,000.00	\$69.00	\$9,660.00
82	0 DECIDUOUS TREE 2" CAL B&B	EACH	8	\$1,000.00	\$8,000.00	\$825.00	\$6,600.00
83	0 INLET PROTECTION	EACH	39	\$250.00	\$9,750.00	\$185.00	\$7,215.00

84	0 BIOROLL	LIN FT	12	\$15.00	\$180.00	\$26.00	\$312.00
85	0 STREET SWEEPER W/ OPERATOR	HOUR	30	\$150.00	\$4,500.00	\$90.00	\$2,700.00
86	0 TRAFFIC CONTROL	LUMP SUM	1	\$75,000.00	\$75,000.00	\$28,600.00	\$28,600.00
87	0 CHANGEABLE MESSAGE BOARDS	UNIT DAY	30	\$500.00	\$15,000.00	\$154.00	\$4,620.00
88	0 CONSTRUCTION SIGN SPECIAL	SQ FT	300	\$30.00	\$9,000.00	\$24.20	\$7,260.00
89	0 HYDROSEEDING	SQ YD	6700	\$5.00	\$33,500.00	\$3.25	\$21,775.00
90	0 TOPSOIL BORROW SPECIAL (LV)	CU YD (LV)	700	\$45.00	\$31,500.00	\$30.00	\$21,000.00
91	0 4" SOLID LINE WHITE (MULTI-COMPONENT)	LIN FT	250	\$5.00	\$1,250.00	\$2.20	\$550.00
92	0 4" DOUBLE SOLID LINE YELLOW (MULTI-COMPONENT)	LIN FT	320	\$5.00	\$1,600.00	\$4.45	\$1,424.00
93	0 PAVEMENT MESSAGE TURN ARROW (GND IN) (THERMOPLASTIC)	EACH	4	\$500.00	\$2,000.00	\$385.00	\$1,540.00
94	0 CROSSWALK BLOCK (GND IN) (THERMOPLASTIC)	SQ FT	54	\$50.00	\$2,700.00	\$19.00	\$1,026.00
95	0 LANDSCAPE ALLOWANCE	LUMP SUM	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Total Base Bid					\$3,199,570.00	\$2,897,319.50	
ALTERNATE-12TH AVE							
A.1	0 SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	168	\$4.00	\$672.00	\$6.00	\$1,008.00
A.2	0 ABANDON 6" WATERMAIN	LIN FT	170	\$10.00	\$1,700.00	\$15.00	\$2,550.00
A.3	0 ABANDON GATE VALVE	EACH	1	\$500.00	\$500.00	\$700.00	\$700.00
A.4	0 REMOVE BITUMINOUS STREET PAVEMENT	SQ YD	95	\$4.00	\$380.00	\$5.00	\$475.00
A.5	0 5" BITUMINOUS STREET PATCH	SQ YD	95	\$130.00	\$12,350.00	\$73.00	\$6,935.00
A.6	0 6" GATE VALVE & BOX	EACH	1	\$2,300.00	\$2,300.00	\$1,700.00	\$1,700.00
A.7	0 REPAIR GATE VALVE	EACH	1	\$1,000.00	\$1,000.00	\$3,250.00	\$3,250.00
A.8	0 WATERMAIN DRILLING PIT	EACH	2	\$10,000.00	\$20,000.00	\$3,000.00	\$6,000.00
A.9	0 CONNECT TO EXISTING WATERMAIN	EACH	5	\$1,500.00	\$7,500.00	\$2,145.00	\$10,725.00
A.10	0 6" WATERMAIN DUCTILE IRON CL 52	LIN FT	25	\$70.00	\$1,750.00	\$59.00	\$1,475.00
A.11	0 8" WATERMAIN DUCTILE IRON CL 52	LIN FT	24	\$80.00	\$1,920.00	\$71.00	\$1,704.00
A.12	0 10" DR 11 DIPS / 8" DR 18 DIPS FPVC (IN CASING) (TRENCHLESS)	LIN FT	144	\$230.00	\$33,120.00	\$295.00	\$42,480.00
A.13	0 WATERMAIN FITTINGS	POUND	141	\$8.00	\$1,128.00	\$23.00	\$3,243.00
A.14	0 TRAFFIC CONTROL	LUMP SUM	1	\$2,500.00	\$2,500.00	\$3,190.00	\$3,190.00
A.15	0 HYDROSEEDING	SQ YD	930	\$5.00	\$4,650.00	\$3.25	\$3,022.50
A.16	0 TOPSOIL BORROW SPECIAL	CU YD (LV)	102	\$45.00	\$4,590.00	\$22.00	\$2,244.00
ALTERNATE-12TH AVE TOTAL:					\$96,060.00	\$90,701.50	
Base Bid Total:					\$3,199,570.00	\$2,897,319.50	
Alternate Total:					\$96,060.00	\$90,701.50	
Bid + Alternate Total:					\$3,295,630.00	\$2,988,021.00	

Engineers Est

Bituminous Roadway

Project Location Map



Legend

- Trunk Watermain Loop
- Project Location
- Water Treatment Plant (WTP)
- Water Tower
- Parcels
- City Limits

0 1,000 Feet

Source: City of Hopkins, Hennepin County, MnDOT, MnDNR



REQUEST FOR PROPOSALS – 102 10TH AVENUE NORTH

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Request for Proposals (RFP) for 102 10th Avenue North.

With this motion, the RFP will be advertised.

Overview

The City of Hopkins owns the property at 102 10th Avenue North, currently used as a municipal parking lot. It serves as free parking for employees and customers of downtown Hopkins and recently as a temporary park and ride location for Metro Transit. The lot is underutilized for parking and at the January 7, 2022, goal setting session of the Hopkins City Council, support was shown for soliciting proposals for a development on this site. Additional discussion was held at the February 15, 2022 City Council Meeting, which gave further direction for the desired development.

There has been interest shown in this site from both residential and commercial developers in the past and developing the site is in conformance with the goals of growing the City's tax base, supporting transit investment, and better utilization of land.

The intent of issuing a RFP is to explore the current options for development that exist in the private sector and determine if there is an opportunity that has greater community benefits than its current use. The City/HRA is not obligated to sell the property to any of the responders to the RFP.

Primary Issues to Consider

There is little risk in issuing the RFP in that it does not obligate the City of Hopkins to sell the property.

Supporting Information

- Request for Proposals for 102 10th Avenue North

Kersten Elverum
 Director of Planning & Development

Financial Impact: \$0	Budgeted: Y/N ____	Source: _____
Related Documents (CIP, ERP, etc.): _____		
Notes: _____		

Request for Development Proposals

Issued by the City of Hopkins/Hopkins Housing & Redevelopment Authority

102 10th Avenue North, Hopkins, MN



Estimated RFP Schedule	
Request for Proposals Issued	March 16, 2022
Proposal Deadline	May 18, 2022
Proposal Review	June 7, 2022
Proposer Interviews	TBD
Developer Selected	TBD

The City of Hopkins reserves the right to extend, modify or terminate the above schedule and/or process.

PROPOSAL INFORMATION

Complete proposals are due by 4 pm on May 18, 2022.

Send proposals to:

Kersten Elverum
Director of Planning & Development
City of Hopkins
1010 First Street South
Hopkins, MN 55343

Questions regarding this RFP should be directed to:

Kersten Elverum
Director of Planning & Development
952-548-6340
kelverum@hopkinsmn.com

Jan Youngquist
Community Development Coordinator
952-548-6343
jyoungquist@hopkinsmn.com

OPPORTUNITY STATEMENT

The City of Hopkins/Hopkins Housing and Redevelopment Authority (HRA) is soliciting proposals for development on the City-owned site currently referred to as Lot #800. Today it serves as a free parking lot for transit riders on Metro Transit and to support parking for Hopkins' downtown. It is underutilized for this purpose and the City is interested in maximizing its use and value by facilitating private development on the site.

DEVELOPMENT VISION

The Hopkins HRA seeks an experienced and qualified developer to construct a transit-supportive development on a rare infill site adjacent to Hopkins historic downtown.

The Hopkins HRA seeks proposals for development that would support the following City goals:

- Maximize tax base
- Support the economy of Downtown Hopkins
- Support ridership on the Metro Green Line Extension
- Create a welcoming gateway to Hopkins from the Lake Minnetonka LRT Regional Trail
- Provide employment and/or housing opportunities
- Provide appropriate transition from the historic downtown to the Avenues neighborhood

Ideally a successful team will meet the following design goals:

- Provide structured automobile parking in order to minimize surface parking
- Support numerous multi-modal opportunities including biking, walking, electric vehicles, transit and car sharing
- Provide green space for both public and private use
- Include attractive architecture that compliments the surrounding neighborhood and if a commercial use, establishes the design aesthetic for future commercial uses in the area
- Incorporate many sustainable elements into the building and site design
- Eliminate at least one access point into the site from a main road

For a proposed housing development, the HRA is interested in:

- Maximizing the number of housing units within the 2.5 story limit
- Providing ownership opportunities

For a commercial development proposal, the expectation would be:

- Businesses that would bring living wage jobs
- Compatibility in use and design with the surrounding single family homes
- Maximum height of 2-stories

SITE AND BACKGROUND INFORMATION

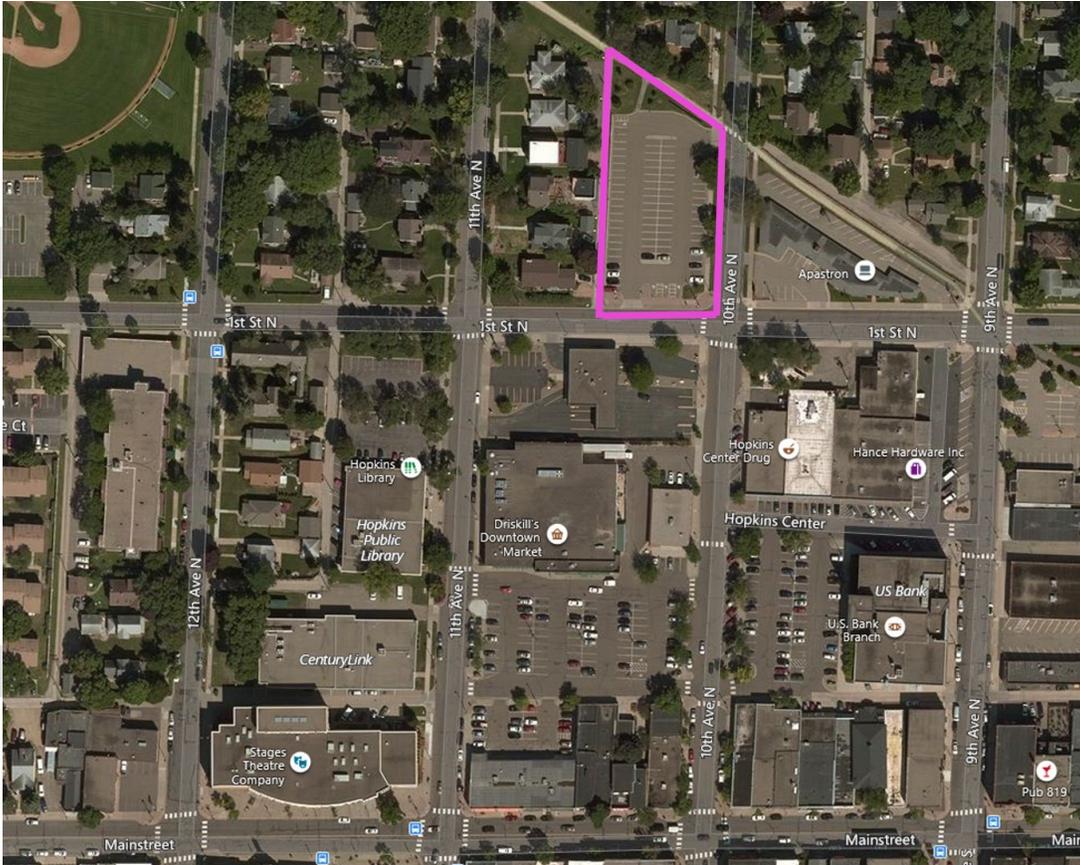
Property Description

Lot #800 is located at the northwest corner of the intersection of 10th Avenue North and 1st Street North in Hopkins. The north property line is adjacent to the Lake Minnetonka LRT Regional Trail. Surrounding uses include single family homes on the north and west, and one-story commercial uses on the south and east. Today the site consists mostly of bituminous pavement with a small grass and tree-covered area on the north end where it abuts the Lake Minnetonka LRT Regional Trail.

The property consists of three parcels totaling .69 acres or 30,328 square feet, and is owned by the City of Hopkins. The Hennepin County Property Identification Numbers for the three parcels are:

- 2411722310095
- 2411722310094
- 2411722310002

The site is located on the northern edge of Hopkins historic downtown, known for its interesting mix of locally-owned businesses and restaurants. Downtown Hopkins features a wide variety of amenities including a seasonal farmer’s market, outdoor concerts, the Hopkins Center for the Arts, Hennepin County Library, Driskill’s grocery store, Hance Hardware, Center Drug, and numerous restaurants and bars, making downtown one of most walkable and convenient places to live and work in the metro area.



Access, Connections & Transportation

Access

In an effort to improve the pedestrian and bike experience in and near the site, proposers should plan to eliminate a vehicle access; either off 1st Street North or 10th Avenue North. The west alley can be used as a secondary access to the site.

Sidewalks

Currently sidewalk exists on the east side of the property and must be replaced as part of development of the site.

Regional Trail

The site is adjacent to the Lake Minnetonka LRT Regional Trail, a popular recreational and commuter trail that hosts an estimated 640,000 annual visits. Traveling northwest, trail users travel through Minnetonka, Excelsior and Victoria. To the southeast, this multi-use regional trail connects trail users to a separated bikeway on the Artery at 8th Avenue, which connects to the Minnesota River Bluffs LRT Regional Trail going west and the Cedar Lake LRT Regional Trail to the east.

METRO Green Line Extension

The Downtown Hopkins LRT Station on the METRO Green Line is located within a 10-minute walk from the site. Enhanced connections via the Artery make the walk easy and enjoyable. The METRO Green Line Extension is a 14.5 mile extension of the METRO Green Line from Minneapolis to Eden Prairie. METRO Green Line Extension will provide a one-seat ride to downtown Minneapolis, the University of Minnesota, the State Capital and downtown St. Paul to the east, as well as major employment centers including the Opus Business Park, the United Health Optum campus and the Golden Triangle to the west. When completed, the Extension will be part of an integrated system of transit ways, including connections to the METRO Blue Line, which includes the MSP Airport and Mall of America, the proposed METRO Blue Line Extension, Northstar Commuter Rail Line and many major bus routes.

It is anticipated that the METRO Green Line Extension will be operational in 2027.

Bus Transit

The site is conveniently located with 2 blocks of bus stops for Metro Transit routes 612 and 615. Route 612 travels between the Uptown Transit Center in Minneapolis, through St. Louis Park and Hopkins to the Opus Business Park in Minnetonka. Route 615 travels from the Excelsior & Grand development in St. Louis Park, through Hopkins, to Ridgedale Mall in Minnetonka.

LAND USE

Comprehensive Plan

The site was identified as a possible redevelopment area in the 2040 Comprehensive Plan and guided as Downtown Center with a density of 20-100 dwelling units/acre. The Downtown Center future land use category calls for moderate density mixed use development designed to complement and enhance the existing development pattern and support the public investment in transit. Generally, the Downtown Center future land use category recommends development to be a mix of 25% commercial and 75% residential although different mix percentages will be considered.

Zoning

The subject property is currently zoned R-4, Medium High Density Multiple Family. However, the City of Hopkins is in the process of a comprehensive review and update of the City's zoning regulations and it is anticipated that the zoning of this property will change. The working draft of the new zoning regulations assigns an RX-N, Residential Office Mix zoning classification; however, the draft zoning has yet to be finalized and approved by the City Council. If the preferred proposal applies for land use entitlements prior to the new code being adopted, the City will likely support the use of Planned Unit Development (PUD) zoning to achieve the goals identified for the site.

The proposed RX-N zone is intended for locations along corridors and neighborhood edges where residential, office and limited commercial uses can mix comfortably in a walkable environment. Draft development standards are summarized in the table below.

Draft RX-N Development Standards	
Category	Standard
Height	1-2.5 stories
Front Setback	5'-15'
Side Setback	5'-10'
Rear Setback	10'-20'
Hard Surface Coverage	60%-70%
Vehicle and Bicycle Parking	<ul style="list-style-type: none">• Surface allowed behind building but enclosed parking is preferred• Office - 1/400 square feet• Residential – Based on unit/bedroom count• Reduced parking standards may be considered for affordable housing• Bicycle Parking – 1.1/unit (residential)• Office – 1/4,000 square feet

Environmental

A Phase I Environmental Site Assessment (ESA) was prepared for the property in August 2019. The site was previously developed as single family homes, which were demolished in the mid-1970s. The site was paved for parking by 1984. The Phase I ESA revealed no evidence of recognized environmental conditions, historical recognized environmental conditions or controlled recognized conditions in connection with the property.

Storm Water Management

Development must meet the storm water management requirements of the city and the Nine Mile Creek Watershed District, the regulatory agency for storm water and erosion control permitting.

Utility Connections

An existing 8" sanitary sewer main and 6" watermain are located within 10th Avenue North. Storm sewer is located to the north and west of the site. 10th Avenue North is in the 5-year capital improvement plan for reconstruction and utility mainline capacity upgrades are possible at that time.

CITY POLICIES FOR DEVELOPMENT

Affordability

The City is interested in creating more affordable housing opportunities within the City and increasing owner-occupied housing choices. Proposals for housing that include affordable ownership opportunities are desired. Currently the City of Hopkins does not have an inclusionary housing policy and there is not a requirement for affordability in a housing proposal.

Public Assistance

It is the desire of the City of Hopkins to receive fair market value for the property and not provide a subsidy for development unless the project demonstrates clear, significant community benefits.

Sustainability

The intention is for the selected development to incorporate many sustainable elements so that it serves as a model for future development, with a focus on alternative and/or reduced energy use. Electric vehicle charging stations are expected. Building certification through Energy Star or similar program is desired.

RFP SUBMISSION AND SELECTION PROCESS

Proposal Content

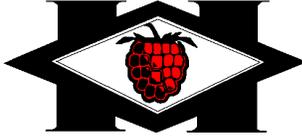
Proposal responses should demonstrate clearly and accurately the capabilities, knowledge, experience and capacity of the development team to meet the requirements of the RFP and proposed project.

Respondents must submit three hard copies, and one digital file of their proposal containing the following information:

- A cover page including the following information:
 - Developer/team's name and mailing address
 - Name, mailing address, telephone number and email address of the primary contact person
 - Signature of authorized representative of responding developer or team
- Letter of Intent to purchase the property including the offered amount. It is the expectation of the HRA to sell the property for fair market value.
- Identification and qualifications of the development team including architect, engineering firm and contractor (if known). Please indicate any women or minority-owned companies involved with the project and the percent of the overall budget their work represents.
- List of two or more development projects of similar nature or scale.
- Brief narrative that describes the proposed project and how it meets or exceeds the city's vision and development objectives.
- Preliminary Site Plan
- Conceptual building elevations and renderings to illustrate the proposed project
- List of project components, stories, square footages, and building materials. If you are proposing a residential development include the unit mix, number of affordable units available at 30, 50, 60 & 80% AMI.
- Estimated project construction cost
- Project's estimated economic benefits including total market value of development, BIPOC hiring plans, and overall employment potential
- Project's community benefits resulting from the project such as affordability, connections and support of surrounding uses, advancement of racial equity and inclusion, public spaces and amenities, landscaping and public art
- List of environmentally-sustainable elements incorporated into the project
- Projected timeline for land use approvals, purchase of site and construction of project

- Developer's current legal status: corporation, partnership, sole proprietor, etc. and supporting evidence of financial ability to complete project
- Description of how you will interact with the community to assure your project addresses their needs and concerns
- Any other information that is critical to the city's ability to evaluate the proposal

DRAFT



CITY OF HOPKINS

Memorandum

To: Honorable Mayor and Council Members
Mike Mornson, City Manager

From: Nick Bishop, Finance Director

Date: March 15, 2022

Subject: Fourth Quarter Financial Update

The fourth quarter financial report has been prepared based on preliminary and unaudited results. Audit field work is scheduled for April. Financial Statements are required to be issued by June 30.

General Fund

The City's General Fund revenues exceeded budget by \$330,630 or 2.10%. General Fund expenditures were \$842,048 or 5.35% less than budget. The fund balance increased by \$1,172,408. The main factors for the increase in fund balance are:

- Approximately \$400,000 of savings for salary and benefits due to open positions that were not immediately filled due to hiring challenges, suspended operations due to COVID-19 or eliminated during 2021.
- A reduction of the City's paid leave accrual of approximately \$400,000. This is a result of a COVID-19 leave benefit expiring and increased use of paid time off by employees due to eased travel restrictions from the pandemic in 2021.
- Increased revenue of approximately \$300,000 due to an increase in inspections revenue compared to budget and the private activity bond fee from Trellis Co. for Raspberry Ridge II.

The City's Fund Balance Policy aims for an unassigned fund balance of 42% of annual expenditures or approximately 5 months. At the end of 2021, the unassigned fund balance in the general fund was \$8,094,422 or 50.05% of expenditures. The \$1.35 million of fund balance above policy can be used as a contingency balance for COVID-19, for transfers to eliminate losses in other funds or any government purpose.

Special Revenue Funds

The Chemical Assessment, Economic Development, Parking, Communications, Depot Coffee House and Arts Center Funds collectively increased their fund balances by \$144,935.

- Chemical Assessment – increased fund balance by \$1,104. Fund operates on a reimbursement basis.
- Economic Development – increased fund balance by \$45,491.
- Parking Fund – decreased fund balance by \$68,573, due to decreased parking demand at municipal lots and parking ramp.
- Communication Fund – decreased fund balance by \$49,413, due to a planned reduction in fund balance and decreased franchise fees collected.
- Depot Coffee House – decreased fund balance by \$45,327, due to closures and modified operations as a result of COVID-19.
- Arts Center - increased fund balance by \$261,654.

Enterprise Funds

The Water, Sewer, Refuse, Storm Sewer and Pavilion Funds collectively increased their net position (fund balance) by \$357,333, which includes \$1,475,608 of depreciation expense. All funds, except the Pavilion have a positive cash balance.

- Water – increased net position (fund balance) by \$202,107.
- Sewer – increased net position (fund balance) by \$418,835.
- Storm Sewer – increased net position (fund balance) by \$83,086.
- Refuse – decreased net position (fund balance) by \$68,485.
- Pavilion – decreased net position (fund balance) by \$278,191. The Pavilion Fund has a negative cash balance of \$251,557 due to closures and modified operations as a result of COVID-19.