

**METROPOLITAN COUNCIL**  
**390 North Robert Street, St. Paul, MN 55101**  
**Phone (651) 602-1000 TDD (651) 291-0904**

**DATE:** April 27, 2011

**TO:** Metropolitan Parks and Open Space Commission

**FROM:** Arne Stefferud, Planning Analyst-Parks (651) 602-10360

**SUBJECT:** (2011-xx) Boundary Amendment to Cottage Grove Ravine Regional Park Master Plan and Amendment to Land Exchange Agreement for City/County Service Centers, Washington County

**INTRODUCTION**

Washington County has submitted a request to amend the boundary of Cottage Grove Ravine Regional Park to add a 9.34 acre parcel. The County also requests that the Metropolitan Council approve an amendment to a land exchange agreement that allows the County and the City of Cottage Grove to construct a county service center and a city hall on up to 38.5 acres of land in the northwest corner of Cottage Grove Ravine Regional Park in exchange for land to be acquired for the park by the County and City on an acre for acre basis.

**AUTHORITY TO REVIEW**

Minnesota Statute 473.313, Subdivision 2 authorizes the Metropolitan Council to review, with the advice of the Metropolitan Parks and Open Space Commission, master plans for the regional park system. Plans are reviewed for their consistency with the *2030 Regional Parks Policy Plan*. If a master plan is not consistent with Council policy, the Council should return the plan to the implementing agency with its comments for revision and resubmittal.

Regional park land proposed to be converted to another use can only be converted if the Metropolitan Council agrees to the conversion under the conditions in System Protection Strategy 2 of the *Updated 2030 Regional Parks Policy Plan*, and agrees to release a restrictive covenant agreement on the land proposed to be converted. System Protection Strategy 2 requires an exchange of equally valuable land and/or facilities to occur as a condition of approving the land use conversion and releasing the restrictive covenant.

**BACKGROUND**

In May 2004, Washington County submitted a proposal to remove 38.5 acres of land in the northwest portion of Cottage Grove Ravine Regional Park for use as a joint public service center for the County and the City of Cottage Grove. The facilities were planned to include a city hall, community center, police department, county service center, county courts and a library.

On December 15, 2004, the Metropolitan Council took the following action:

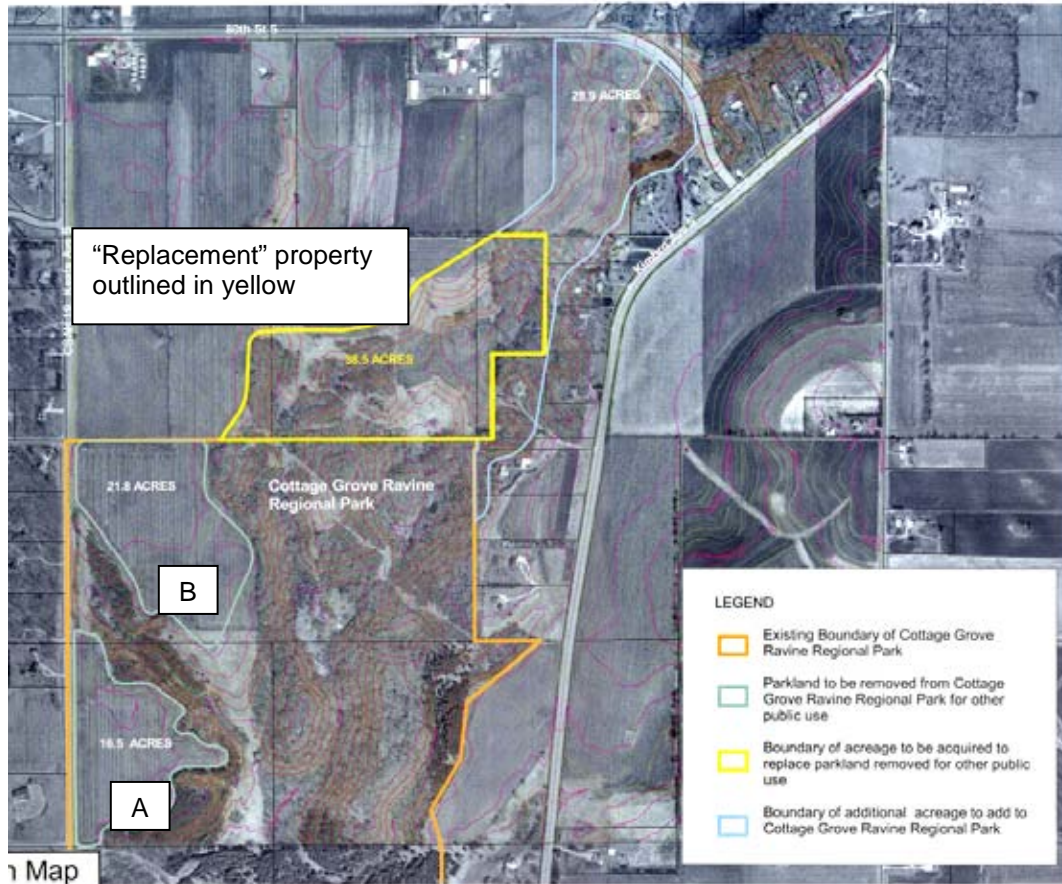
Approve “the land exchange to convert no more than 38.5 acres of Cottage Grove Ravine Regional Park for a joint Cottage Grove/Washington County public service center in

exchange for an equal amount of land northeast of the existing park boundary and release the restrictive covenant on those acres removed from Cottage Grove Ravine Regional Park subject to approval of the agreement between Washington County and the City of Cottage Grove.” (Agenda Item 2004-162).

The Council action approved an agreement between Washington County and the City of Cottage Grove, referenced in the Council action above. The agreement essentially states that the land would be replaced on an acre per acre basis, the replacement land would be adjacent to the park and have natural characteristics similar to the park, and the timeframe for replacement would be January 1, 2006 to December 31, 2015. The City-County agreement is shown in **Attachment 1**.

The Council action also included a map of the land exchange parcels, which is shown below in **Figure 1**. The properties labeled “A” and “B” and outlined in pale green generally depict the 38.5 acres of land to be removed from the park for County/City service center uses. The property outlined in yellow generally depicts the 38.5 acres to be acquired and added to the park for the required land exchange.

**Figure 1: Location map of Cottage Grove Ravine Regional Park land exchange**

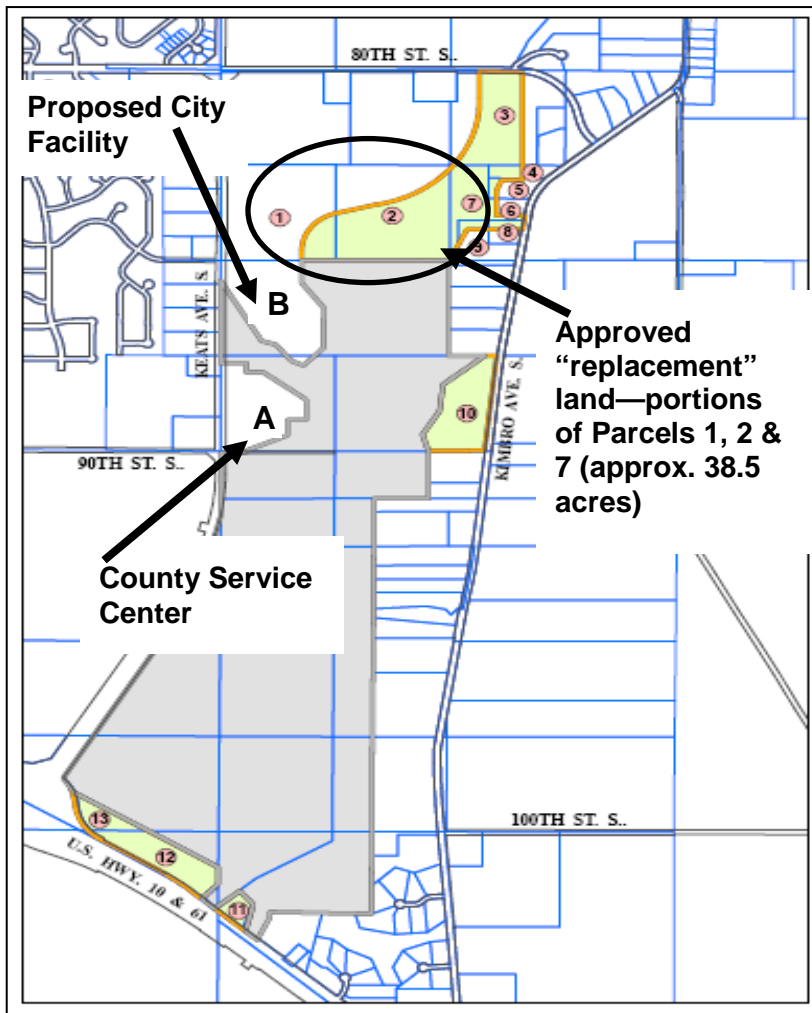


The 38.5 acres subject to removal from the park boundary was purchased with a Metropolitan Council grant (SG82-97) in 1988. As a condition of the grant, Washington County placed a restrictive covenant on the land, which stipulated that the property would not be used for any purpose except regional recreation open space for public use, unless written approval of the Metropolitan Council is filed and recorded.

In September 2005, the Metropolitan Council released the restrictive covenant on 17.7 acres of land (Parcel A) for development of the Washington County Service Center, which is now open to the public. The acreage for the City of Cottage Grove facilities (Parcel B) is still undeveloped and within the boundary of the park. Development of the City facility is anticipated to commence in September of 2011.

The 2004 Council action (Item 2004-162) allowed for no more than 38.5 acres of Cottage Grove Ravine Regional Park to be converted for a joint Cottage Grove/Washington County public service center. Since 17.7 acres of land has been converted for the County facility, no more than 20.8 acres of land within the regional park may be converted in the future for the City facility.

**Figure 2—Park Boundary and Inholding Parcels**

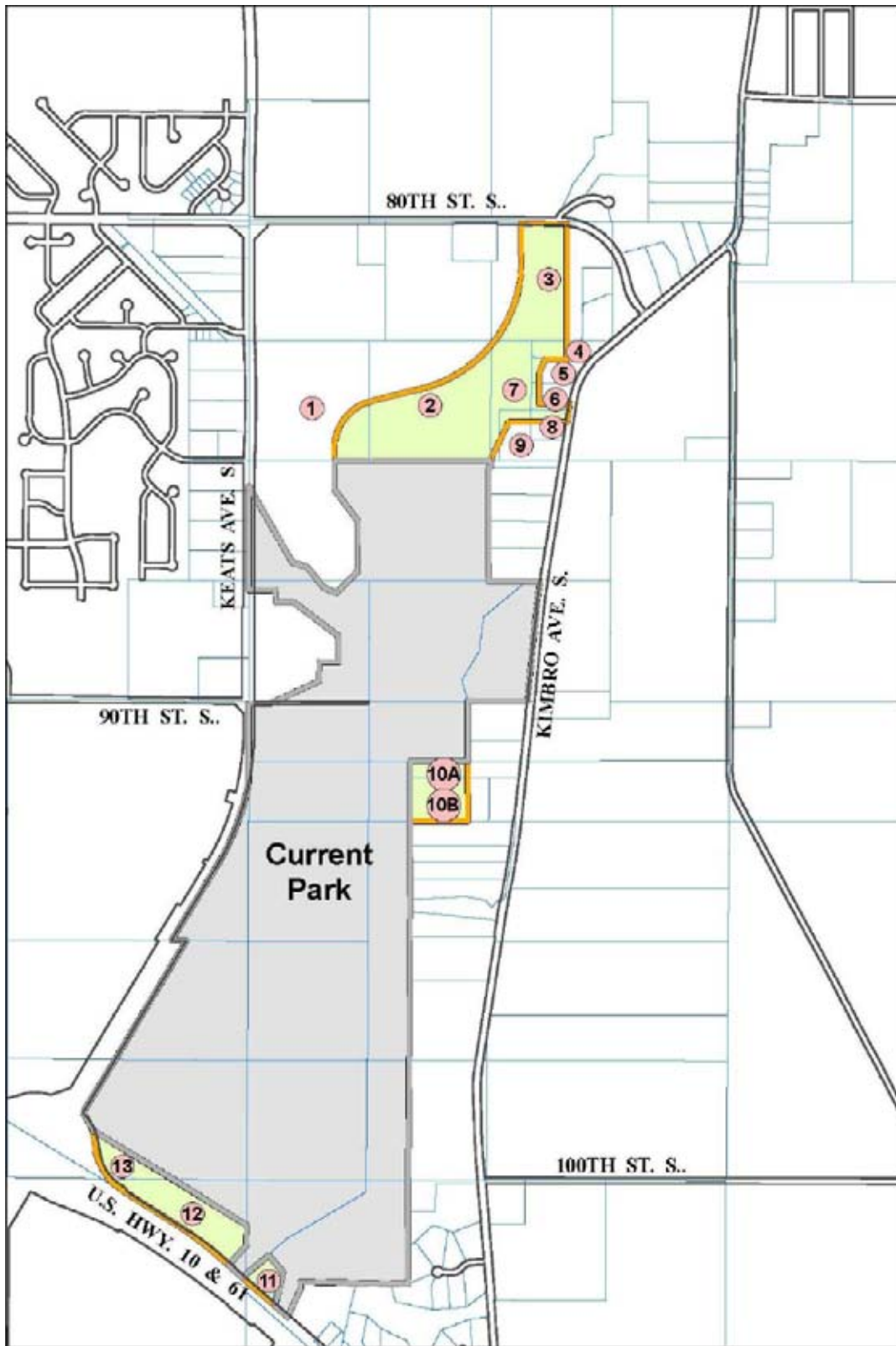


In December 2007 the Metropolitan Council approved an updated master plan for Cottage Grove Ravine Regional Park (Agenda Item 2007-222). The updated master plan expanded the boundary at the northern and eastern edge of the park (Parcels 1-10—depicted in Figure 2 on the preceding page). Previous master plans identified three inholding parcels for acquisition, located at the southern boundary of the park (Parcels 11, 12 and 13 in Figure 2). The County anticipated acquiring only a portion of Parcels 1-9 and 13; Parcels 10-12 are slated for full acquisition. The master plan update added approximately 100 acres to the park (Parcels 1-13).

Concurrently with approval of the 2007 master plan amendment, the Council approved a new land exchange agreement with Washington County by including all of the inholding properties—Parcels 1-13 as “replacement property” (Agenda Item 2007-374). A copy of the agreement is **Attachment 2**.

The County has submitted another master plan amendment that adds 9.34 acres to the park on the east side which is labeled Parcel 10A and 10B in Figure 3 on the next page. The County wants to amend the Attachment 2 agreement to add this land as potential replacement land. Acquisition of 1.9 acres of the 9.34 acres by the County will complete its obligation to replace 17.7 acres for the County’s Service Center. The City of Cottage Grove must still acquire 20.8 acres to replace land for its City Hall.

Figure 3: 9.34 acre addition (Parcel 10A and 10B) to Cottage Grove Ravine Regional Park



## ANALYSIS:

System Protection Strategy 2 of the *Updated 2030 Regional Parks Policy Plan* addresses the release of restrictive covenants of regional parks system lands to other uses. The following text in bold represents excerpts of System Protection Strategy 2 that is applicable to this request to add the 9.34 acre parcel as potential replacement land for the County Service Center and City Hall. Council staff analysis and responses follow in italicized text.

### **System Protection Strategy 2: Release of restrictive covenants**

**Restrictive covenants are placed on regional parks system lands, trails, and greenways to ensure that these lands are available for regional park uses, and that the regional investment in these lands is protected. Under certain exceptional circumstances, the Metropolitan Council will release restrictive covenants on regional park land, if equally valuable land or facility is added in exchange for the released park land.**

**“Equally valuable land” is defined in this context as land that is contiguous to the regional parks system unit containing the land proposed to be exchanged (within the same park/trail unit) and the land has comparable or better natural resource characteristics and could provide comparable or better recreation opportunities than the land being converted, where no other reasonable alternative exists and where all other provisions of this policy can be met.**

*The 38.5 acres of land being converted to City/County public service center uses consists of flat farmland that is suitable for public buildings. Washington County is requesting that Parcel 10A and 10B be eligible for the required land exchange replacement. Parcels 10A and 10B located on the east side of the park, includes some flat former field area and the bluff edge of the Cottage Grove Ravine. The updated master plan also calls for trails on this property. These trails will provide access to the park from the east along Kimbro Avenue South, thus improving the trail network through the park and providing better recreation opportunities.*

*As stated earlier in this staff report, the Metropolitan Council released the covenant on the land that was used for the Washington County Service Center. When the City of Cottage Grove facility is developed, the Metropolitan Council should release the covenant on that property in exchange for the City obtaining replacement land. The Council will require that restrictive covenants be recorded on all land exchange replacement properties.*

*The 2004 Metropolitan Council action approving the land exchange was subject to approval of the Washington County Cottage Grove Ravine Regional Park Land Transfer and Replacement Agreement with City of Cottage Grove (**Attachment 1**), which included the following terms for the land exchange replacement properties:*

**“Washington County and the City of Cottage Grove will work jointly to replace acre for acre the land removed from Cottage Grove Ravine Regional Park, which the City and County proposed to use to build their public service facilities.”**

*The request from Washington County does not seek to change the amount of acreage of the land exchange replacement property. Therefore, an acre for acre replacement will still be required.*

**The timeframe for replacement will be January 1, 2006 to December 31, 2015.**

*The request from Washington County to deem additional property to be eligible to meet its land exchange replacement obligation provides more opportunities for the County to meet the December 31, 2015 deadline. County acquisition of 1.9 acres of the 9.34 acres would complete its obligation to acquire 17.7 acres for the County Service Center. The City of Cottage Grove has yet to acquire land for its 20.8 acre City Hall. Therefore, this condition should remain intact.*

**The replacement land shall be adjacent to the Cottage Grove Ravine Park and have natural characteristics similar to the park.**

*As described under the analysis of consistency with System Protection Strategy 2 of the Updated 2030 Regional Parks Policy Plan above, the proposed replacement properties Parcel 10A and 10B have natural characteristics similar to the park. These parcels are also adjacent to the regional park.*

Council staff recommends amending the current agreement between Washington County and the Metro Council that outlines terms and conditions for land replacement. The amendment would add Parcels 10A and 10B to the list of potential replacement lands. The amendment is shown in **Attachment 3**.

#### **CONCLUSIONS:**

1. The request to amend the land exchange agreement to add the 9.34 acres labeled Parcel 10A and 10B as eligible to be used for replacement property is consistent with the requirements of *Strategy System Protection Strategy 2 of the Updated 2030 Regional Parks Policy Plan* and the terms of the *Washington County Cottage Grove Ravine Regional Park Land Transfer and Replacement Agreement with City of Cottage Grove*.
2. Approval of this request is subject to Metropolitan Council approval to add the 9.34 acres to the park's master plan boundary.
3. Metropolitan Council grant funds were used to acquire the property being converted to the joint City/County service centers. Acquisition of the land exchange replacement property is the responsibility of Washington County and the City of Cottage Grove, as set forth in the executed agreement shown in Attachment 1.
4. Acquisition of 1.9 acres of the 9.34 acres proposed to be added to the park by Washington County would complete the County's obligation to replace 17.7 acres for the County's Service Center. The City of Cottage Grove must still acquire 20.8 acres for its City Hall. Acquisition of property to be used for land exchange replacement is not eligible for funding through the Council's Acquisition Opportunity Fund or Capital Improvement Program.

**RECOMMENDATIONS:**

That the Metropolitan Council:

1. Approve the addition of parcels 10A and 10B to the Cottage Grove Ravine Regional Park master plan.
2. Authorize the Regional Administrator to sign the First Amendment to the Land Exchange Agreement between the Metropolitan Council and Washington County shown in Attachment 3.



**Attachment 1—Executed Land Transfer and Replacement Agreement between Washington County and the City of Cottage Grove Approved by the Metropolitan Council, referenced as Attachment 4 in the December 15, 2004 Council action (Item No. 2004-162)**

ADMINISTRATION  
ORIGINAL

**Washington County  
Cottage Grove Ravine Regional Park  
Land Transfer and Replacement Agreement  
With  
City of Cottage Grove**

<b>WASHINGTON COUNTY</b>
Contract # <u>3029</u>
Dept. <u>Trans &amp; Phys Dev.</u>
Div. <u>Parks</u>
Term <u>12/14/05</u>

THIS AGREEMENT, by and between the City of Cottage Grove, a municipal corporation, hereinafter referred to as the "City" and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the City and County desire to build future City and County facilities in close proximity to each other; and

WHEREAS, the City's concept land use plan (Exhibit A) for the East Ravine area has identified approximately 40 acres of land that is currently part of the northwest corner of the Cottage Grove Ravine Regional Park as a location for public service facilities; and

WHEREAS, both the City and the County have analyzed and prepared preliminary site investigations and designs for this approximately forty (40) acre site (Exhibit B), and;

WHEREAS, this property, most of which is now in agricultural use, is well suited for a County south service center, a main north entrance to the Cottage Grove Ravine Regional Park, City offices, community center, and related uses; and

WHEREAS, the City has done a feasibility study which analyzed the need for utilities and streets to serve this property, and found the location feasible; and

WHEREAS, the County wishes to request the Metropolitan Council to allow the County to take this 40 acres out of the Regional Park and put it to use as a location for City and County Public services facilities; and

WHEREAS, the Metropolitan Council must review and approve any plan that places City and County public institutional facilities on Regional Park land; and

WHEREAS, the Metropolitan Council requires a formal agreement between the County and City setting forth the parameters and timeframe for park land replacement; and

WHEREAS, a condition of Metropolitan Council approval will include a requirement that converted park lands be replaced acre for acre by adjacent land over a set time period; and

WHEREAS, the City and County have a common interest in preserving additional land that will protect and preserve the drainage alignment from Cottage Grove Ravine Regional Park to 80th Street; and

WHEREAS, the plans and conditions for park land replacement must be set forth in an agreement between the County and the City and forwarded to the Metropolitan Council.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

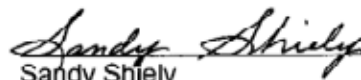
1. Washington County and the City of Cottage Grove will work jointly to replace acre for acre the land removed from Cottage Grove Ravine Regional Park, which the City and County propose to use to build their public service facilities. The timeframe for replacement will be January 1, 2006 to December 31, 2015. The replacement land shall be adjacent to the Cottage Grove Ravine Park and have natural characteristics similar to the park.
2. Acquisition of the replacement lands will be by direct purchase, eminent domain, or park dedication.
  - a. If direct purchase or eminent domain is used to acquire the land, the County and the City will pay a pro-rata share of the acquisition costs based on percentage of the parkland acres used for the respective public institutional facilities.
  - b. If the land is obtained by the City through a land dedication to satisfy park dedication requirements for the subdivision of adjacent property, the County will reimburse the City for the loss of park dedication fees which would be paid to the City's Park Trust Fund if a land dedication were not accepted. The amount of this reimbursement will be based on a pro-rata share, based on the percentage of parkland areas used by the County, of the fees which would be collected at the time of the land dedication.
3. As a condition subsequent to this Agreement, an agreement which defines the terms and conditions of the planned County and City development of the parkland will be executed upon approval of the Metropolitan Council allowing for the conversion of Cottage Grove Ravine Regional Park to public institutional use. This agreement shall include specific terms including but not limited to ownership, financing, utilities, site development, architectural standards, and financing.

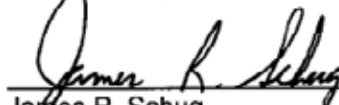
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.


WASHINGTON COUNTY

CITY OF COTTAGE GROVE

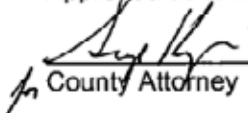
  
\_\_\_\_\_  
Myra Peterson  
Chair, County Board

  
\_\_\_\_\_  
Sandy Shiely  
Mayor

  
\_\_\_\_\_  
James R. Schug  
County Administrator

  
\_\_\_\_\_  
Ryan Schroeder  
City Administrator

Approved as to form:

  
\_\_\_\_\_  
for County Attorney

1/12/05  
Date

## Attachment 2—Land Exchange Agreement

### LAND EXCHANGE AGREEMENT BETWEEN THE METROPOLITAN COUNCIL AND WASHINGTON COUNTY

**THIS LAND EXCHANGE AGREEMENT** is made and entered into by and between the Metropolitan Council (“the Council”) and Washington County (“the County”).

#### RECITALS:

1. Washington County desires to amend the terms of the Metropolitan Council’s approval of a land exchange for the Cottage Grove Ravine Regional Park so that the “replacement” property may include all of the inholding properties, parcels 1-13.
2. On December 12, 2007 the Council approved the Cottage Grove Ravine Regional Park Master Plan, which expanded the park boundary to include inholding Parcels 1-10 and approved amending the land exchange approval to make all inholding parcels eligible to be used for land exchange replacement property.
3. The Council is willing to amend the terms of the land exchange subject to the terms of this Agreement.

**NOW THEREFORE**, the COUNCIL and the COUNTY agree as follows:

#### 1. BACKGROUND

In May 2004, the County submitted a proposal to remove 38.5 acres of land in the northwest portion of Cottage Grove Ravine Regional Park for use as a joint public service center for the County and the City of Cottage Grove. In December 2004, the Council approved the land exchange subject to the County replacing the property on an equal amount of land northeast of the existing park boundary. The land was to be replaced on an acre per acre basis, and the replacement land would be adjacent to the park and have natural characteristics similar to the park. The timeframe for the replacement was January 1, 2006 to December 31, 2015.

**Exhibit A** shows the land exchange parcels. The properties labeled “A” and “B” depict the 38.5 acres of land to be removed from the park for County/City service center use. The property outlined in yellow depicts the 38.5 acres to be acquired and added to the park for the required land exchange. The 38.5 acres subject to removal from the park boundary was purchased with a Council grant (SG-82-97) in 1988. The grant required the County to place a restrictive covenant on the land, which stipulated that the property would not be used for any purpose except regional recreation open space for public use, unless written approval of the Council was filed and recorded.

In September 2005, the Council released the restrictive covenant on 17.7 acres of land (Parcel A) for development of the County Service Center, which is now open to the public. The acreage for the City facility (Parcel B) is still undeveloped and within the boundary of the park.

The County has updated its master plan for Cottage Grove Ravine Regional Park. The master plan update proposes to expand the boundary at the northern and eastern edge of the park. See **Exhibit B**. (Parcels 1-10). Previous master plans identified three inholding parcels for acquisition, located at the southern boundary of the park (Parcels 11, 12 and 13). The County anticipates acquiring only a portion of Parcels 1-9 and 13; Parcels 10-12 are slated for full acquisition. The master plan update proposes to add approximately 100 acres to the park (Parcels 1-13).

The County desires to amend the land exchange approval to permit the land exchange “replacement” property to include all of the inholding properties—Parcels 1-13. Current the approved land exchange replacement property is limited to portions of Parcels 1, 2 and 7, shown in **Exhibit B**.

## **2. AGREEMENT**

The Council authorizes the land exchange replacement property to include all of the inholdings properties, Parcels 1-13, subject to the County filing a restrictive covenant against the property used as replacement property. The County and the Council agree that each will execute, and the County agrees that it will cause to be recorded at its own expense within one (1) year of execution, an agreement and restrictive covenant, substantially in the form attached to this agreement as **Exhibit C**, for each parcel acquired and for each parcel in which an interest is acquired in whole or in part. The County agrees to subsequently send a photocopy of the recorded restrictive covenant to the Council’s Parks staff. It is the purpose of such agreement and restrictive covenant to limit the right of the County to convey or encumber land or interests in land acquired without the consent of the Council and to ensure that the lands and interests in the lands be devoted exclusively to the purposes for which they were acquired, *i.e.*, regional recreation open space for public use. It is also the purpose of this agreement and restrictive covenant to lower the cost of regional services by allowing the Council, with the County's input, to place regional sewer interceptor facilities on the property if the need arises.

The replacement must be on an acre per acre basis. The Council agrees that the County may acquire Parcel 10 and use that parcel as replacement for 15.8 acres. Since 17.7 acres has been removed from the park, the County proposes to replace the remaining 1.9 acres through the acquisition of next inholding parcel to become available. All replacement property must be acquired by December 31, 2015.

No more than 20.8 acres of land within the regional park may be converted in the future for the City facility. The replacement of this land must be on an acre per acre basis, and all replacement property must be acquired by December 31, 2015.

The County agrees to develop, operate, and maintain the Park in a manner consistent with the Regional Park Policy Plan and the unit's Approved Master Plan, including allowing use of the Park by all persons in the region. The County further agrees that it will not adopt any rules

or restrictions hindering or affecting regional use of the Park without the express written consent of the Council.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives. The agreement is effective upon final execution by both parties.

Approved as to form

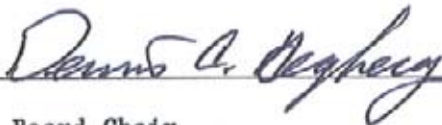
  
\_\_\_\_\_  
Office of General Counsel

METROPOLITAN COUNCIL

By   
\_\_\_\_\_  
Regional Administrator

Date 2-1-08

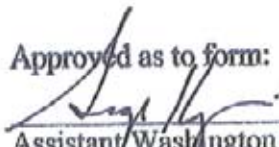
WASHINGTON COUNTY

By   
\_\_\_\_\_  
Its: Board Chair

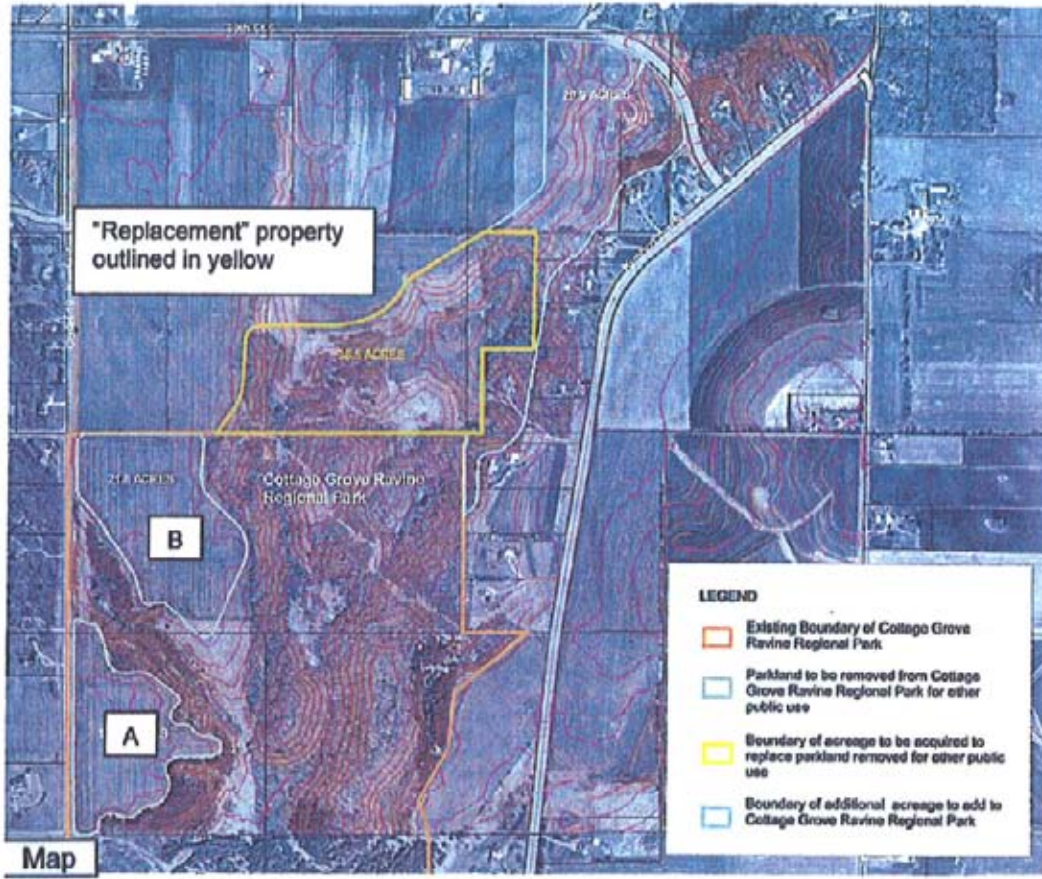
Date 1-15-08

By   
\_\_\_\_\_  
Its: County Administrator

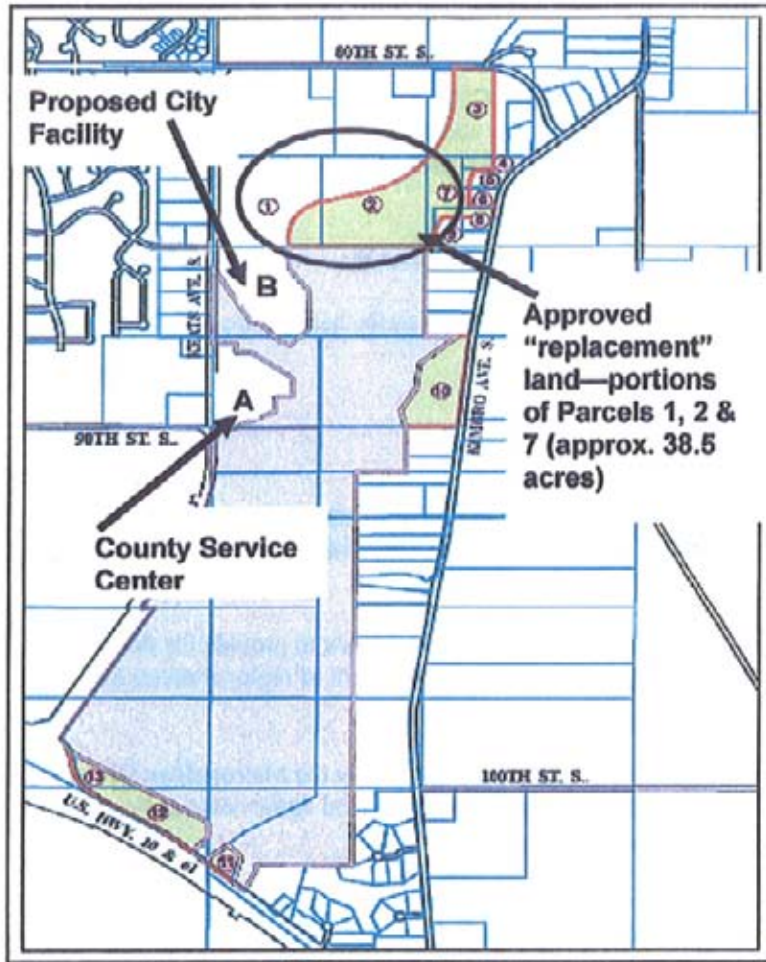
Date 1/15/08

Approved as to form:  
  
\_\_\_\_\_  
Assistant Washington County Attorney

**Exhibit A: Location map of Cottage Grove Ravine Regional Park land exchange**



**Exhibit B: Park Boundary and Inholding Parcels**



**EXHIBIT C**  
**Agreement and Restrictive Covenant**

**THIS AGREEMENT AND RESTRICTIVE COVENANT** is made and entered into this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a Minnesota (political subdivision, municipal corporation, or county), and the Metropolitan Council, a political subdivision of the State of Minnesota.

**RECITALS**

1. \_\_\_\_\_ has acquired (describe here nature of interest) in the following described real property, to-wit:  
  
\_\_\_\_\_, hereinafter referred to as the "Property."
2. The Metropolitan Council has contributed funds toward the acquisition of the Property pursuant to its grant program and a grant agreement as authorized by Chapter 563, Laws of Minnesota, 1974.
3. The grant program was established pursuant to the law to provide for the acquisition, preservation, protection, development, and betterment of regional recreational open space for public use.

**NOW, THEREFORE**, in consideration of the grant made by the Metropolitan Council to the \_\_\_\_\_ and in consideration of the mutual agreements and covenants contained in this agreement, the parties agree as follows:

1. No sale, lease, mortgage, or other conveyance, nor the creation of any easement, restriction, or other encumbrance against the Property shall be valid for any purpose unless the written approval of the Metropolitan Council or its successors is duly filed and recorded at the time of the filing and recording of the instrument to which such approval pertains, nor shall the Property be used for any purpose except regional recreational open space purposes as those purposes are from time to time defined by the Metropolitan Council or its successors, unless the Metropolitan Council or its successors shall consent to the other use or uses by written instrument duly filed and recorded and designating the nature, extent, and duration of the use for which such consent is given.
2. As a condition to this Grant, and provided that conveyance of such easement or easements is consistent with the Approved Master Plan, the Grantee agrees to convey to the Council, its successors or assigns, a permanent easement or easements, hereinafter referred to as "Wastewater Facilities Easement[s]" for future regional wastewater conveyance corridors on the Property. Upon written request by and at no cost to the Council, Grantee will execute and deliver to the Council the Wastewater Facilities Easement[s] substantially in the form of the Easement attached hereto and incorporated herein as Exhibit \_\_\_\_\_ for the location or locations described by the Council in its written request to Grantee. The Council may exercise this contractual right to the Wastewater Facilities Easement[s] on one or more occasions.



The Council agrees to work cooperatively with Grantee to locate the Wastewater Facilities Easement[s] and the regional wastewater conveyance facilities on the Property in a manner which minimizes the impact on existing and planned park system facilities on the Property and natural resources. As further consideration for the conveyance of the Wastewater Facilities Easement[s], the Council agrees to waive the Sewer Availability Charge for the Property.

As a further condition for this Grant, the Council may, at any time after execution of this Grant, provide to Grantee written notification of the proposed location of a future regional wastewater conveyance corridor on the Property. Grantee agrees not to place or allow to be placed any restrictions, conditions, or encumbrances on the Property within the proposed future regional wastewater conveyance corridor without the written consent of the Council

This Agreement and Restrictive Covenant may be enforced by the Metropolitan Council or its successors or by any citizen residing within the metropolitan area, as then defined, by appropriate action in the courts of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective names all as of the date first above written.

**METROPOLITAN COUNCIL**

By \_\_\_\_\_  
Its: Regional Administrator

Dated \_\_\_\_\_

STATE OF MINNESOTA     }  
  } ss  
COUNTY OF                    }

The above instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota on behalf of the subdivision.

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

[INSERT NAME]

By \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA     }  
  } ss  
COUNTY OF                    }

The above instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of the \_\_\_\_\_, a \_\_\_\_\_ of the State of Minnesota on behalf of said \_\_\_\_\_.

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

DRAFTED BY:  
Peter A. Hanf  
Associate General Counsel  
Metropolitan Council  
230 East Fifth Street  
St. Paul, MN 55101  
(651) 602-1749

**EXHIBIT \_\_\_\_**

**EASEMENT**

THIS INSTRUMENT, MADE THIS \_\_\_ day of \_\_\_\_\_, 2005, by and between \_\_\_\_\_, of the County of \_\_\_\_\_, State of Minnesota, Grantor(s), and the Metropolitan Council, a public corporation and political subdivision of the state (successor to the Metropolitan Waste Control Commission), Grantee;

WITNESSETH, that Grantor(s), in consideration of One Dollar and other good and valuable consideration to \_\_\_ in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee, its successors and assigns, the following described easement for sanitary sewer and utility purposes:

[Insert]

Said temporary easement to expire on or before \_\_\_\_\_.

The above described easement includes the rights of grantee, its contractors, agents and employees to do whatever is necessary for enjoyment of the rights granted herein including the right to enter the easement for purposes of constructing, operating, maintaining, altering, repairing, replacing, and/or removing said sewers and utilities.

Grantor(s), \_\_\_\_\_ heirs, successors and assigns, will not erect, construct, or create any building, improvement, obstruction or structure of any kind, either above or below the surface, or stockpile soils, construction debris, or construction equipment or change the grade thereof, without the express written permission of the Grantee.

Notwithstanding the aforementioned provision, the following improvements by Grantor(s), heirs, successors, and assigns do not require Grantee's written approval: fences, parking lots, street and/or roadways, landscaping, bushes, shrubs. However, Grantor(s) hereby agree(s) that Grantee will not be

responsible for and will not pay for the loss of or any damage to, or replace or restore the following items within the easement area: fences, trees, shrubs, bushes or other plantings, other than grass or sod.

Grantor(s) covenant(s) that \_\_\_\_\_ is/are the Owner(s) and is/are in possession of the above described premises and has/have lawful right and authority to convey and grant the easement described herein.

IN WITNESS WHEREOF, the said Grantor(s) has/have caused this Easement to be executed as of the date noted above.

By  
Its

By  
Its

STATE OF                                }

COUNTY OF                            }

On the \_\_\_\_ day of \_\_\_\_\_, 2005, before me a notary public within and for said County, personally appeared \_\_\_\_\_, named in the foregoing instrument, and that said instrument was signed on behalf of said \_\_\_\_\_, a \_\_\_\_\_, by authority of its Board and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said \_\_\_\_\_.

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

DRAFTED BY:  
Peter A. Hanf  
Metropolitan Council  
230 East Fifth Street  
St. Paul, MN 55101  
651) 602-1749

**Attachment 3**

**FIRST AMENDMENT  
TO LAND EXCHANGE AGREEMENT  
BETWEEN THE METROPOLITAN COUNCIL  
AND WASHINGTON COUNTY**

**WHEREAS**, on February 1, 2008, the Metropolitan Council ("Council") and Washington County ("County") entered into that certain Land Exchange Agreement identified in Metropolitan Council Action Item 2007-374; and

**WHEREAS**, the parties wish to amend the Agreement in order to update the eligible parcel map, which is attached to the Agreement as **Exhibit B**.

**NOW THEREFORE**, the Council and the County agree as follows:

1. **Exhibit B**, Park Boundary and Inholding Parcels, is hereby deleted and replaced with the Cottage Grove Ravine Regional Park Proposed Expansion Area (Amended 2011), which is attached hereto and hereby made a part of the Land Exchange Agreement as **Exhibit B-1**.

2. **Ratification**. The remaining provisions of the Land Exchange Agreement shall remain in full force and effect without change except as amended above.

**N WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized representatives.

Approved as to form:

**METROPOLITAN COUNCIL**

\_\_\_\_\_  
Office of General Counsel

By \_\_\_\_\_  
Regional Administrator

Date \_\_\_\_\_

WASHINGTON COUNTY

By   
County Board Chair

Date 4-5-11

By   
County Administrator

Date 4/5/11

Approved as to form:

  
Assistant County Attorney

