

AGENDA

Greenwood City Council Meeting

Wednesday, March 6, 2019
20225 Cottagewood Road, Deephaven, MN 55331

Hearing devices are available from the recording technician.



Worksession

In accordance with open meeting laws, the worksession is open to the public for viewing, but there will be no opportunity for public participation.

- 6:00pm 1. CALL TO ORDER | ROLL CALL | APPROVE AGENDA
- 6:00pm 2. PRE-BOARD WORKSESSION WITH ASSESSORS
- 6:55pm 3. ADJOURNMENT

Regular Meeting The public is invited to speak when items come up on the agenda (comments are limited to 3 minutes). The public may speak regarding other items during Matters from the Floor (see below).

- 7:00pm 1. CALL TO ORDER | ROLL CALL | APPROVE MEETING AGENDA
- 7:01pm 2. CONSENT AGENDA
Consent Agenda items are considered to be routine and are approved through one motion with no discussion by the city council. Council members may remove any Consent Agenda item for discussion and separate consideration under Other Business.
 - A. Approve: 02-06-19 City Council Meeting Minutes
 - B. Approve: 02-13-19 Joint City Council / Planning Commission Worksession Minutes
 - C. Approve: Jan Cash Summary Report
 - D. Approve: Jan Certificates of Deposit Report
 - E. Approve: Feb Verifieds, Check Register, Electronic Fund Transfers
 - F. Approve: Mar Payroll Register
 - G. Approve: Res 09-19 Appointments to Planning Commission
 - H. Approve: St. Alban's Bay Lake Improvement District Contribution
 - I. Approve: Request for Proposal for Loose Weed Removal at City Docks
- 7:05pm 3. MATTERS FROM THE FLOOR
This is an opportunity for the public to address the council regarding matters not on the agenda. Comments are limited to 3 minutes. Typically, the council will not take action on items presented at this time, but will refer items to staff for review, action, and / or recommendation for future council action.
- 7:10pm 4. PRESENTATIONS, REPORTS, GUESTS, AND ANNOUNCEMENTS
 - A. Presentation: Res 10-19 Recognition for Outgoing Planning Commissioner Jennifer Gallagher
- NONE 5. PUBLIC HEARINGS
- NONE 6. ACTION RELATED TO PUBLIC HEARINGS
- 7:15pm 7. PLANNING, ZONING & SUBDIVISION ITEMS
 - A. Consider: Res 11-19, Final Plat Application (subdivision) Findings, Lesley J. Adam, 5155 Weeks Rd, 4940 St. Alban's Bay Rd, and 4950 St. Alban's Bay Rd
 - B. Consider: Res 12-19 Conditional Use Permit Findings & Res 14-19 Variance Findings, Todd & Amy Wilkinson, 21800 Byron Cir
 - C. Consider: Res 13-19 Variance Findings, Roland & Ranee Jacobus, 5290 Meadville St
 - D. Consider: Ord 286 Revisions to Tree Ordinance, Section 1140.80 and Res 15-19 a Summary of Ord 286 for publication
- NONE 8. UNFINISHED BUSINESS
- NONE 9. NEW BUSINESS
- NONE 10. OTHER BUSINESS
- 8:10pm 11. COUNCIL REPORTS
 - A. Conrad: Planning Commission
 - B. Cook: LMCD, SABLID, Public Works Committee
 - C. Fletcher: LMCC, Fire, Administrative Committee
 - D. Kind: Police, Administrative Committee, Public Works Committee, Mayors' Meetings, Website
 - E. Roy: Minnetonka Community Education
- 8:30pm 12. ADJOURNMENT

Note: Photo will be taken of the 2019 city council



Agenda Item: Consent Agenda

Summary: The consent agenda typically includes the most recent council minutes, cash summary report, verified report, electronic fund transfers, and check registers. The consent agenda also may include the 2nd reading of ordinances that were approved unanimously by the council at the 1st reading. Council members may remove consent agenda items for further discussion. Removed items will be placed under Other Business on the agenda.

Council Action: Required. Possible motion ...

1. I move the council approves the consent agenda items as presented.

MINUTES

Greenwood City Council Meeting

Wednesday, February 6, 2019

20225 Cottagewood Road, Deephaven, MN 55331



1. CALL TO ORDER | ROLL CALL | APPROVE AGENDA

Mayor Kind called the meeting to order at 7:00pm.

Members Present: Mayor Kind; Councilmembers Kristi Conrad, Bill Cook, Tom Fletcher

Members Absent: Councilmember Rob Roy

Staff Members Present: None

Motion by Kind to approve the agenda. Second by Conrad. Motion passed 4-0.

2. CONSENT AGENDA

A. Approve: 01-02-19 City Council Meeting Minutes

B. Approve: Dec Cash Summary Report

C. Approve: Dec Certificates of Deposit Report

D. Approve: Jan Verifies, Check Register, Electronic Fund Transfers

E. Approve: Feb Payroll Register

F. Approve: Res 07-19, Revising Spring Clean-Up Date for 2019

G. Approve: Res 08-19, Authorization to Access Hennepin County System & Pictometry Delivered Content

Motion by Kind to approve the consent agenda items. Second by Cook. Motion passed 4-0.

3. MATTERS FROM THE FLOOR

A. None

4. PRESENTATIONS, REPORTS, GUESTS, AND ANNOUNCEMENTS

A. Chief Meehan: Quarterly Police Update

No council action taken. *View the presentation at LMCC-TV.org.*

B. Announcement: Joint City Council / Planning Commission Worksession, Following 02-13-19 Planning Commission Meeting (approximately 8pm), Old Log's Cast & Cru Restaurant, 5175 Meadville Street

No council action taken. *View the announcement at LMCC-TV.org.*

C. Announcement: Pre-Board Worksession with Assessors, 6pm 03-06-19 (prior to city council meeting)

No council action taken. *View the announcement at LMCC-TV.org.*

5. PUBLIC HEARINGS

A. None

6. ACTION RELATED TO PUBLIC HEARINGS

A. None

7. PLANNING & ZONING ITEMS

A. None

8. UNFINISHED BUSINESS

A. None

9. NEW BUSINESS

A. Consider: Options for Parking Issue by Meadville Launch Area

John Ekelund, 5085 Meadville Street, has had no issues since the temporary signs have been installed, thinks that the new no overnight parking rule in Excelsior has pushed ice fishing traffic to the Meadville launch, supports the no parking signs / parking by permit concept map presented to the city council, presented a petition signed by 12 residents.

Van Hapka, 5105 Meadville Street, does not live on the lake, uses the launch area to access the lake in the winter and summer, supports keeping the no-parking signs by the lift station year round to facilitate backing boats into the launch area, wants the general public to be able to use the launch, noted the ice fishing season is from Dec 1 to Mar 1.

Mayor Kind explained that the unpaved right-of-way between the street pavement and the front property line is the “boulevard,” and the city requires adjacent property owners to maintain the boulevard with landscaping materials in the way they deem appropriate.

Keith Steussi, 5000 Meadville Street, wants to make sure that whatever is decided is considerate of Greenwood residents.

Julie Ekelund, 5085 Meadville Street, noted that the city’s “Parks, Trails & Watercraft Amenities” sheet indicates that trailer parking is not allowed in the launch area, stated that the temporary signs have solved the problem near her property.

Chris O’Leary, 5030 Meadville Street, stated that non-resident use of the launch area is a problem, 15+ nights there have been 5+ cars parked on the street, supports the no parking signs / parking by permit concept map presented to the city council – including the 2 new signs posted by his property.

Motion by Fletcher that the city council (1) authorizes the implementation of option 3 to install signs that say “No Parking Between Signs Dec 1 to Apr 1” near the Meadville Launch area; (2) directs the signs be installed in 2019; and (3) authorizes Councilwoman Conrad and Mayor Kind to determine the locations of the signs. Second by Conrad. Motion passed 3-1 with Cook voting nay.

10. OTHER BUSINESS

- A. None

11. COUNCIL REPORTS

- A. Conrad: Planning Commission

No council action taken. *View report at LMCC-TV.org.*

- B. Cook: Lake Minnetonka Conservation District, Public Works Committee, St. Alban's Lake Improvement District

No council action taken. *View report at LMCC-TV.org.*

- C. Fletcher: Lake Minnetonka Communications Commission, Fire, Administrative Committee

No council action taken. *View report at LMCC-TV.org.*

- D. Kind: Police, Administrative Committee, Mayors’ Meetings, Website

Motion by Kind that the city council authorizes Councilman Fletcher and Councilman Cook to work with the city zoning administrator to respond to the Met Council’s comp plan comments. Second by Conrad. Motion passed 4-0.

View report at LMCC-TV.org.

- E. Roy: Minnetonka Community Education

No report, since Councilman Roy was not at the meeting.

12. ADJOURNMENT

Motion by Fletcher to adjourn the meeting at 8:43pm. Second by Cook. Motion passed 4-0.

This document is intended to meet statutory requirements for city council meeting minutes. A video recording was made of the meeting, which provides a verbatim account of what transpired. The video recording is available for viewing on LMCC TV channel 8 for 1 month, at www.lmcc-tv.org for 1 year, and on DVD at the city office (permanent archive).

MINUTES

Greenwood City Council & Planning Commission Joint Worksession



Wednesday, February 13, 2019

Old Log's Cast & Cru Restaurant, 5175 Meadville Street, Greenwood, MN 55331

1. CALL TO ORDER | ROLL CALL | APPROVE AGENDA

Mayor Kind called the meeting to order at 8:10pm.

Members Present: Mayor Kind; Councilmembers Kristi Conrad, Tom Fletcher, Rob Roy;
Planning Commissioners Dean Barta, Jennifer Gallagher, Pat Lucking, Kelsey Nelson

Members Absent: Councilmember Bill Cook; Planning Commissioners David Steingas

Staff Members Present: City Administrator Dale Cooney

Motion by Roy to approve the agenda. Second by Barta. Motion passed 8-0.

2. INTRODUCTIONS

Each person shared their name and how they became interested in public service.

3. OPEN DISCUSSION

Topics included potential development of Georgetown Manor, potential revisions to the lighting ordinance, and July 4th parade.

4. ADJOURNMENT

Motion by Roy to adjourn the meeting at 9:01pm. Second by Fletcher. Motion passed 8-0.

This document is intended to meet statutory requirements for city council meeting / planning commission meeting minutes.

GREENWOOD CERTIFICATES OF DEPOSIT

Report Date 1/31/19

Acct #	Bank	Date	Term	Maturity	Rate	Amount
x237	Bridgewater Bank	11/08/18	18 Month	05/08/20	2.48%	\$ 130,813.89
x238	Bridgewater Bank	05/08/18	10 Month	03/08/19	1.49%	\$ 130,978.29
x239	Bridgewater Bank	05/08/18	12 Month	05/08/19	1.74%	\$ 131,142.80
x240	Bridgewater Bank	05/08/18	16 Month	09/08/19	1.74%	\$ 131,142.80
x241	Bridgewater Bank	05/08/18	18 Month	11/08/19	2.08%	\$ 131,366.69
x242	Bridgewater Bank	05/08/18	22 Month	03/08/20	2.08%	\$ 131,366.69
TOTAL						\$ 786,811.16

CITY COUNCIL POLICY: 09-03-14 Motion by Roy to authorize the administrative committee to open CDs with a maximum initial maturity of 25 months with a combined maximum total CD balance of \$500,000 at Alerus Bank or Bridgewater Bank. Second by Cook. Motion passed 5-0.

11-02-16 Motion by Fletcher that the city council authorizes an increase from \$500,000 to \$600,000 for the city's maximum balance of certificate of deposit. Second by Roy. Motion passed 5-0.

10-04-17 Motion by Fletcher that the city council approves the August Certificates of Deposit Report and increases the maximum combined balance for Certificates of Deposit from \$600,000 to \$700,000. Second by Kind. Motion passed 4-0.

05-02-18 Motion by Conrad that the Greenwood city council (1) authorizes the administrative committee to move forward with the Bridgewater Bank CD staging concept; and (2) authorizes a maximum of \$800,000 to be invested in CDs. Second by Quam. Motion passed 5-0.

Check Issue Date(s): 02/01/2019 - 02/28/2019

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
02/19	02/13/2019	11206	10	AMERICAN SOLUTIONS FOR BUSINES	101-20100	20.05
02/19	02/13/2019	11207	51	BOLTON & MENK, INC.	602-20100	3,103.00
02/19	02/13/2019	11208	9	CITY OF DEEPHAVEN	101-20100	7,587.66
02/19	02/13/2019	11209	168	CITY OF SHOREWOOD	101-20100	299.46
02/19	02/13/2019	11210	822	ECM PUBLISHERS INC	101-20100	166.60
02/19	02/13/2019	11211	68	GOPHER STATE ONE CALL	602-20100	20.25
02/19	02/13/2019	11212	850	KENNEDY, GRAVEN, CHARTERED	101-20100	165.00
02/19	02/13/2019	11213	886	KENNETH N. POTTS, P.A.	101-20100	400.00
02/19	02/13/2019	11214	105	METRO COUNCIL ENVIRO SERVICES	602-20100	2,323.07
02/19	02/13/2019	11215	764	OMANN BROTHERS PAVING	301-20100	21,234.52
02/19	02/13/2019	11216	216	QUALITY FLOW SYSTEMS INC	602-20100	50.00
02/19	02/13/2019	11217	893	REPUBLIC SERVICES #894	101-20100	1,926.55
02/19	02/13/2019	11218	38	SO LAKE MINNETONKA POLICE DEPT	101-20100	44,172.50
02/19	02/13/2019	11219	145	XCEL ENERGY	602-20100	734.60
Totals:						<u>82,203.26</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
AMERICAN SOLUTIONS FOR BUSINES					
10	AMERICAN SOLUTIONS FOR BU	03920564	W-2 & 1099 TAX FORMS	01/16/2019	20.05
Total AMERICAN SOLUTIONS FOR BUSINES					20.05
BOLTON & MENK, INC.					
51	BOLTON & MENK, INC.	0229065	2018 DEVELOPMENT REVIEW	01/31/2019	192.00
		0229066	2018 MISC ENGINEERING	01/31/2019	672.00
		0229067	2018 SEWER IMPROVEMENTS	01/31/2019	1,232.00
		0229068	2018 SWMP UPDATE	01/31/2019	372.00
		0229070	2019 DEVELOPMENT REVIEW	01/31/2019	344.00
		0229071	2019 I & I REVIEW	01/31/2019	172.00
		0229073	2019 MISC ENGINEERING	01/31/2019	119.00
Total BOLTON & MENK, INC.					3,103.00
CITY OF DEEPAVEN					
9	CITY OF DEEPAVEN	FEB 2019	RENT & EQUIPMENT	02/13/2019	487.45
			Postage		67.43
			COPIES		82.30
			SEWER		403.04
			SNOW PLOWING/SANDING/SALT		1,504.40
			BIKE PATH		503.80
			Clerk Services		4,041.00
			ZONING		498.24
Total CITY OF DEEPAVEN					7,587.66
CITY OF SHOREWOOD					
168	CITY OF SHOREWOOD	3014	1/2 RELAMP @ XMAS RD	01/24/2019	299.46
Total CITY OF SHOREWOOD					299.46
ECM PUBLISHERS INC					
822	ECM PUBLISHERS INC	667764	LEGAL NOTICE	01/31/2019	47.60
		667765	LEGAL NOTICE	01/31/2019	53.55
		667766	LEGAL NOTICE	01/31/2019	65.45
Total ECM PUBLISHERS INC					166.60
GOPHER STATE ONE CALL					
68	GOPHER STATE ONE CALL	9010423	Gopher State calls	01/31/2019	20.25
Total GOPHER STATE ONE CALL					20.25
KENNEDY, GRAVEN, CHARTERED					
850	KENNEDY, GRAVEN, CHARTERED	12 31 18	LEGAL SERVICES	12/31/2018	165.00
Total KENNEDY, GRAVEN, CHARTERED					165.00
KENNETH N. POTTS, P.A.					
886	KENNETH N. POTTS, P.A.	JAN 2019	PROSECUTION SVCS	02/01/2019	400.00
Total KENNETH N. POTTS, P.A.					400.00
METRO COUNCIL ENVIRO SERVICES					
105	METRO COUNCIL ENVIRO SERV	0001091814	Monthly wastewater Charge	02/06/2019	2,323.07

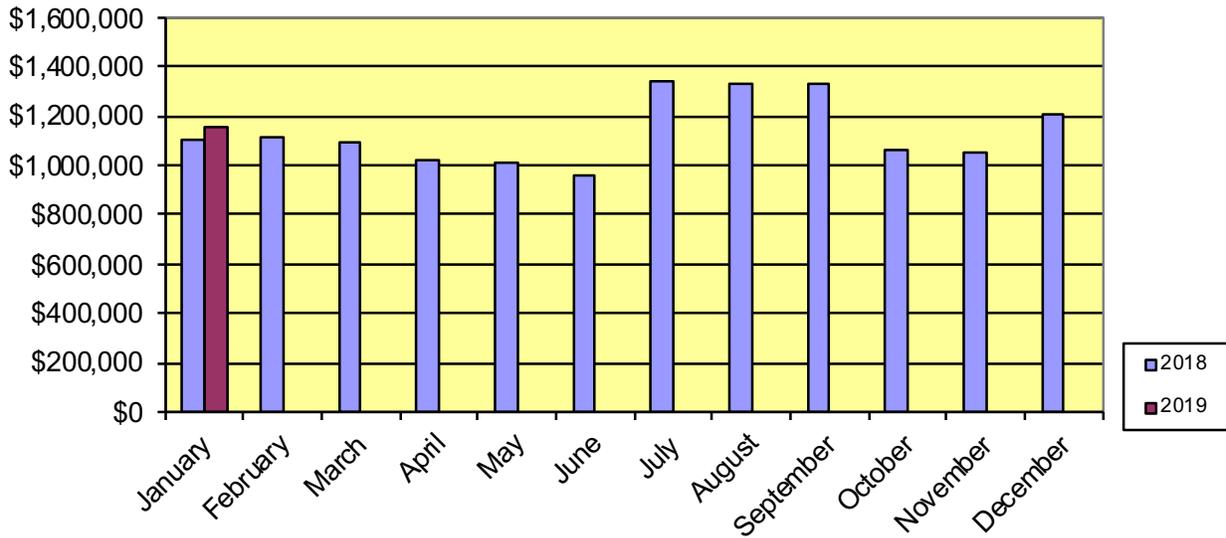
Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
Total METRO COUNCIL ENVIRO SERVICES					2,323.07
OMANN BROTHERS PAVING					
764	OMANN BROTHERS PAVING	10 29 18	2017 ST & DRAINAGE IMPROVEMENTS	10/29/2018	21,234.52
Total OMANN BROTHERS PAVING					21,234.52
QUALITY FLOW SYSTEMS INC					
216	QUALITY FLOW SYSTEMS INC	36544	LIFT STN REPAIR	02/01/2019	50.00
Total QUALITY FLOW SYSTEMS INC					50.00
REPUBLIC SERVICES #894					
893	REPUBLIC SERVICES #894	0894-004796916	RECYCLING SVCS	01/15/2019	1,926.55
Total REPUBLIC SERVICES #894					1,926.55
SO LAKE MINNETONKA POLICE DEPT					
38	SO LAKE MINNETONKA POLICE	FEB 2019	2019 OPERATING BUDGET	02/01/2019	16,334.25
		JAN 2019	1ST QTR LEASE PMT	01/01/2019	11,504.00
		JAN 2019	2019 OPERATING BUDGET	01/01/2019	16,334.25
Total SO LAKE MINNETONKA POLICE DEPT					44,172.50
XCEL ENERGY					
145	XCEL ENERGY	01 25 19	4925 MEADVILLE STREET *	01/25/2019	9.03
			SIREN		3.82
			Street Lights *		412.72
			Sleepy Hollow Road *		9.04
			LIFT STATION #1		47.03
			LIFT STATION #2		50.29
			LIFT STATION #3		47.84
			LIFT STATION #4		57.07
			LIFT STATION #6		97.76
Total XCEL ENERGY					734.60

Total Paid: 82,203.26

Total Unpaid: -

Grand Total: 82,203.26

City of Greenwood Monthly Cash Summary



Month	2018	2019	Variance with Prior Month	Variance with Prior Year
January	\$1,109,319	\$1,160,255	-\$50,044	\$50,936
February	\$1,112,677		-\$1,160,255	-\$1,112,677
March	\$1,093,832		\$0	-\$1,093,832
April	\$1,026,926		\$0	-\$1,026,926
May	\$1,015,367		\$0	-\$1,015,367
June	\$963,832		\$0	-\$963,832
July	\$1,343,594		\$0	-\$1,343,594
August	\$1,334,231		\$0	-\$1,334,231
September	\$1,336,282		\$0	-\$1,336,282
October	\$1,063,710		\$0	-\$1,063,710
November	\$1,056,473		\$0	-\$1,056,473
December	\$1,210,299		\$0	-\$1,210,299

Alerus Bank Checking	\$0
Bridgewater Bank Checking	\$15,101
Bridgewater Bank Money Market	\$358,343
Bridgewater Bank CD's	\$786,811
	\$1,160,255

<u>ALLOCATION BY FUND</u>	
General Fund	\$462,884
Special Project Fund	\$27,710
General Fund Designated for Parks	\$14,580
Bridge Capital Project Fund	\$181,304
Road Improvement Fund	(\$6,325)
Stormwater Fund	\$27,872
Sewer Enterprise Fund	\$367,794
Marina Enterprise Fund	\$84,486
	\$1,160,255

Pay Per Date	Jrnl	Check Date	Check Number	Payee	Emp No	Description	GL Account	Amount
03/01/19	PC	03/01/19	3011901	CONRAD, KRISTI	39		001-10101	286.53
03/01/19	PC	03/01/19	3011902	COOK, WILLIAM B.	37		001-10101	286.53
03/01/19	PC	03/01/19	3011903	Fletcher, Thomas M	33		001-10101	186.53
03/01/19	PC	03/01/19	3011904	Kind, Debra J.	34		001-10101	429.80
03/01/19	PC	03/01/19	3011905	ROY, ROBERT J.	38		001-10101	286.53
Grand Totals:								<u>1,475.92</u>

Resolution 09-19 – City of Greenwood 2019 Appointments & Assignments

Be it resolved that the city council of Greenwood, Minnesota approves the following appointments and assignments for 03-06-19 through 01-01-20.

OFFICE & DESIGNATIONS	2018 HOLDER	2019 HOLDER
Administrative Committee	Deb Kind, Tom Fletcher	Deb Kind, Tom Fletcher
Accountant	CliftonLarsonAllen	CliftonLarsonAllen
Animal Enforcement Officer	South Lake Police Department	South Lake Police Department
Assessor	Hennepin County	Hennepin County
Attorney	Mark Kelly, Bob Vose (alternate)	Mark Kelly, Bob Vose
Attorney - Conduit Financing Projects	Jennifer Hanson	Jennifer Hanson
Attorney - Prosecutor	Ken Potts	Ken Potts
Bank Signatures	Kind, Fletcher, Courtney	Kind, Fletcher, Courtney
Building Official	Lenny Rutledge (City of Minnetonka)	Lenny Rutledge (City of Minnetonka)
Clerk	Dana Young	Dana Young
Depositories	Bridgewater Bank, Allerus Bank	Bridgewater Bank, Allerus Bank
Engineer	Bolton & Menk (Dave Martini)	Bolton & Menk (Dave Martini)
Fire Board Representative – 4th Wednesdays (Jan, Mar, May, Jul, Sep, Nov)	Tom Fletcher, Bob Quam (alt.) Bill Cook (2nd alt.)	Tom Fletcher, Rob Roy (alt.) Bill Cook (2nd alt.)
Forester / Certified Tree Inspector	Manuel Jordan	Manuel Jordan
Lake Minnetonka Communications Commission (LMCC) Representative - 2 reps (1 elected official), meets 2nd Thursdays (Feb, Apr, May, Jul, Aug, Oct, Dec)	Tom Fletcher, Deb Kind	Tom Fletcher, Deb Kind
Lake Minnetonka Conservation District (LMCD) Rep - 2nd & 4th Wednesdays	Bill Cook (3yr term expires 1/31/20)	Bill Cook (3yr term expires 1/31/20)
Marina Clerk	Dana Young	Dana Young
Mayor Pro-Tem	Bob Quam	Tom Fletcher
Minnetonka Community Education (MCE) Advisory Council Representative - meets 5 Mondays (Jan, Mar, May, Oct, Nov)	Bob Quam	Rob Roy
Newspapers	Sun-Sailor Finance & Commerce (alternate) Star Tribune (alternate)	Sun-Sailor Finance & Commerce (alternate) Star Tribune (alternate)
Planning Commissioners and City Council Liaison – 3rd Wednesdays	A-1 Dean Barta (6/18-3/20)	A-1 Dean Barta (6/18-3/20)
	A-2 David Steingas (10/16-3/20)	A-2 David Steingas (10/16-3/20)
	A-3 Kelsey Nelson (11/18-3/20)	A-3 Kelsey Nelson (11/18-3/20)
	B-1 Pat Lucking (2/01-3/19)	B-1 Pat Lucking (2/01-3/21)
	B-2 Jennifer Gallagher (9/16-3/19)	B-2 Vacant (___-3/21)
	Alt-1 Vacant (___-3/20)	Alt-1 Vacant (___-3/20)
	Alt-2 Vacant (___-3/19)	Alt-2 Vacant (___-3/21)
	Alt-3 Kristi Conrad (council liaison)	Alt-3 Kristi Conrad (council liaison)
Public Safety City Administrator Representative (police and fire)	Dana Young	Dana Young
Public Works Committee (roads, sewer, stormwater, etc.)	Bob Quam, Bill Cook	Deb Kind, Bill Cook
Responsible Authority (Govt. Data Practices Act)	Dana Young	Dana Young
St. Alban's Bay Lake Improvement District Ex-Officio Director	Bill Cook	Bill Cook
South Lake Minnetonka Police Department (SLMPD) Coordinating Committee Representative (must be mayor, meets quarterly)	Deb Kind, Bob Quam (alt.)	Deb Kind, Tom Fletcher (alt.)
Treasurer	Mary Courtney	Mary Courtney
Utility Billing Clerk	Deborah Hicks	Deborah Hicks
Weed Inspector (must be mayor), Assistant Weed Inspector	Deb Kind, John Menzel (assistant)	Deb Kind, John Menzel (assistant)
Zoning Administrator	Dale Cooney	Dale Cooney

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GREENWOOD, MINNESOTA that any and all commissioners, appointees, representatives, delegates, or other non-elected officials of the city shall hold their official status or membership on a basis subject to resolution, subject to reconsideration, and / or removal at the insistence of the city council. This resolution is enacted pursuant to the codes of the city.

ADOPTED by the city council of the city of Greenwood, Minnesota this 6th day of March, 2019.

There were ___ AYES and ___ NAYS.

By: _____
Debra J. Kind, Mayor, City of Greenwood

Attest: _____
Dana H. Young, City Clerk, City of Greenwood



Agenda Number: 2H

Agenda Date: 03-06-19

Prepared by Deb Kind

Agenda Item: Annual Contribution for St. Alban's Bay Aquatic Invasive Species Treatment

Summary: The city's 26 dock slips are located on St. Alban's Bay, so each year the city council authorizes a contribution from the city's marina fund for bay-wide treatment of aquatic invasive species in St. Alban's Bay. The 2019 city budget includes a \$2500 contribution from the marina fund for this purpose.

Council Action: Consent agenda motion ...

I move the council approves disbursement of \$2500 from the marina fund for St. Alban's Bay aquatic invasive species treatment and directs the city treasurer to send the funds to the St. Alban's Bay Lake Improvement District, managers of the treatment program.



Agenda Number: 21
Agenda Date: 03-06-19
Prepared by Deb Kind

Agenda Item: Request for Proposals for Weed Removal at City Docks

Summary: In 2018, the city council contracted with the lake weed removal company that provided the best "per 6cf wheelbarrow" rate to remove floating weeds at the city docks and at the Meadville Launch.

Council Action: Council action is required to secure bids for 2019. Consent agenda motion ...

I move the council directs the city clerk to secure bids for a "per 6cf wheelbarrow" rate for ongoing removal of loose weeds that accumulate by the city docks and at the Meadville Launch.



Agenda Number: 4A

Agenda Date: 03-06-10

Prepared by Deb Kind

Agenda Item: Presentation: Res 10-19, Resolution of Appreciation & Commendation for Jennifer Gallagher

Summary: The proposed resolution is attached.

Council Action: No council action required. Potential motions ...

1. I move the city council approves resolution 10-19, a resolution of appreciation and commendation for Jennifer Gallagher as written.
2. Do nothing or other motion ???



RESOLUTION 10-19

A Resolution of Appreciation & Commendation

WHEREAS, Jennifer Gallagher served on the Greenwood planning commission from September 2016 to February 2019 as a valued and respected planning commissioner; and

WHEREAS, Jennifer has made significant contributions to the city, including service on the Greenwood Coyote Advisory Committee; and

WHEREAS, by consistently emulating high standards of professionalism, integrity, and commitment, Jennifer has proven to be an effective leader in delivering quality governance.

NOW, THEREFORE, BE IT RESOLVED that the city council of Greenwood, Minnesota, on behalf of the residents of Greenwood, offers deep appreciation to

JENNIFER GALLAGHER

and commends her for her contributions to the city of Greenwood.

Adopted by the city council of the city of Greenwood, Minnesota this 6th day of March, 2019.

There were 5 AYES and 0 NAYS

Debra J. Kind, Mayor

ATTEST: Dana H. Young, City Clerk



Agenda Number: **7A**

Agenda Date: **03-06-19**

Prepared by Dale Cooney

Agenda Item: Consider: Res 11-19, Findings for final plat subdivision request, Lesley J. Adam, consultant for the homeowners at 5155 Weeks Road, 4940 St. Albans Bay Road, and 4950 St. Albans Bay Road for the plat named "Frauenshuh Third Addition"

Summary: Copies of the application materials and staff report are attached reference. The city council reviewed the Preliminary Plat application at their 01-02-2019 meeting and recommended approval of the request. No public hearing is required for Final Plat, and the planning commission does not review the Final Plat application.

Key Dates:

Application complete:	February 14, 2019
City Council Consideration:	March 6, 2019
60 Day Deadline:	April 15, 2019

City Council Action: Final action required by April 15, 2019. Potential motions...

1. I move the city council adopts resolution 11-19 laying out the findings of fact **APPROVING** the final plat subdivision request of Lesley J. Adam for the plat named "Frauenshuh Third Addition", as presented. I further move that the council directs the city clerk to mail a copy of the findings to the applicant and the DNR, and place an Affidavit of Mailing for each of the mailings in the property file.
2. I move the city council directs staff to draft **FINDINGS FOR DENIAL** of the final plat subdivision request of Lesley J. Adam for the plat named "Frauenshuh Third Addition", to be considered at the April 3, 2019 city council meeting.
3. Other motion ...



Agenda Item: Consider: Res 11-19, Findings for final plat subdivision request, Lesley J. Adam, consultant for the homeowners at 5155 Weeks Road, 4940 St. Albans Bay Road, and 4950 St. Albans Bay Road for the plat named “Frauenshuh Third Addition”

Summary: Lesley J. Adam is working with the property owners to reconfigure the property lines for the properties at 5155 Weeks Road, 4940 St. Albans Bay Road, and 4950 St. Albans Bay Road. No additional lots are proposed as a part of this request. The city council reviewed the Preliminary Plat application at their 01-02-2019 meeting and recommended approval of the request.

Zoning Compliance:

The proposed lot line reconfiguration is within the R-1 zoning district. The applicant has submitted a survey with the proposed lot reconfiguration. See attached aerial image for existing conditions. The property at 4940 St. Albans Bay Road (the Dunn property) would be eliminating its lake access and transferring that portion of their property to 4950 St. Albans Bay Road (the Wetterlin/Inman property). The Wetterlin/Inman property would be transferring its existing lake access to the Frauenshuh property at 5155 Weeks Road. The proposed subdivision would not create or intensify any nonconformities.

	Existing Lot Area (sf)	Proposed Lot Area (sf)	Lot Width	Proposed Impervious Surface Area	Front Setback	Side Setbacks (ft)	Lake Setback
Required	15,000	--	75	30%	30	15	50'
4940 St. Albans Bay Road	110,698	74,407	245 (street)	17.1%	>30	107.2(W) / 14.9 (E)*	N/A(43.2 rear)
4950 St. Albans Bay Road	63,179	80,960	47.5 (lake)	15.3%	45	>15 (W) / 12.3* (E)	>50
5155 Weeks Road	32,196	50,235	158 (lake)	18.5	>30	>15 (W) / 1.3* (E)	89

*Existing legal nonconformity not impacted by subdivision.

Perimeter Drainage and Utility Easements:

As part of this plat, the applicant will be rededicating portions of the perimeter utility and drainage easements. See attached city engineer comments. While utility lines were found that transected the properties, the utility lines are not contained within nor would be impacted by the existing or proposed drainage and utility easements. See attached survey document.

Evidence of Title:

Applicant has submitted evidence of title. Per code, an up-to-date certified abstract of title, registered property report or such other evidence as the city attorney may require showing title or control in the applicant. The city attorney has reviewed the submitted documents and determined that the documents are sufficient to show evidence of title.

Park Dedication:

Park dedication land or fees are typically required during the subdivision process when additional lots are created that would generate additional demands on the city’s park system and the fee or dedication must bear a rough proportionality to the need created by the proposed subdivision or development. Since no additional lots are being created, park dedication fees do not apply.

Review Process for Final Plat:

Applicant must apply for Final Plat within 6 months of Preliminary Plat approval. Action must be taken within 60 days of a Final Plat application. No public hearing is required and the Planning Commission does not review an application for Final Plat. The city must approve the Final Plat if all conditions of the Preliminary Plat have been met.

If the Final Plat is approved by the council, the applicant shall record it with the county registrar of deeds or registrar of titles within 30 days after the date of approval; otherwise the approval shall be considered void. The applicant shall, immediately upon recording, furnish the clerk with 2 prints of the final plat showing evidence of the recording.

Conditions of Preliminary Plat:

No conditions were placed on the approval of the Preliminary Plat.

Staff Recommendation: Staff recommends approval of the final plat for the plat named "Frauenshuh Third Addition". The applicants have met the final plat submission requirements per city code Section 600.15, the final plat conforms to the preliminary plat, and meets the design standards and engineering specifications set forth in the ordinance.

February 8, 2019

Mr. Dale Cooney
Zoning Coordinator
City of Greenwood
20225 Cottagewood Road
Deephaven, MN 55331
dalec@mediacombb.net

Via Electronic Mail Only

Re: Final Plat of Frauenshuh Third Addition
Application for Easement Vacation

5155 Weeks Road, Greenwood, MN 55331
4940 St. Albans Bay Road, Greenwood, MN 55331
4950 St. Albans Bay Road, Greenwood, MN 55331

Dear Mr. Cooney:

Enclosed in connection with the above-referenced properties, please find the following:

- Final Plat of Frauenshuh Third Addition (pursuant to preliminary plat approved by the City of Greenwood City Council on January 2, 2019 as adopted by Resolution No. 04-19); and
- Request for Easement Vacation (Generic Form Application) with attached exhibits.

I understand there is no fee applicable to the Request for Easement Vacation application.

In regard to the Application for Easement Vacation, please note the following as requested:

1. Petition document requesting the vacation from all property owners abutting the easements proposed to be vacated.
 - Please see Request for Easement Vacation (Generic Form Application) with Narrative and attached Exhibits.
2. Survey showing easements to be vacated.
 - Please see Exhibits A-C to the Request for Easement Vacation (Generic Form Application).
3. Legal description of the properties and the proposed vacated easements. (Can be on the survey itself.)
 - Please see Narrative to the Request for Easement Vacation (Generic Form Application) for legal description of properties.
 - Please see Exhibits D-E to the Request for Easement Vacation (Generic Form Application) for descriptions of easements to be vacated.

4. Recordable legal document(s) prepared by the property owner(s) vacating the easements.
- My understanding is that this typically accomplished by a City Resolution which is subsequently filed by the City with the County Registrar of Titles (since this matter involves Torrens property) to be recorded on affected properties. To clarify, are you asking the applicants to prepare the City's Resolution?

Also, enclosed please find a copy of the most recent title commitments received from Commercial Partners Title, LLC for each property identified in the application. Each commitment contains links to the title documents referenced therein. Obtaining a title commitment is the generally accepted standard for confirming title to property. Attorney title opinions are antiquated and duplicative. In fact, real estate attorneys' malpractice insurance is generally underwritten with title opinions as an excluded service. In my and my colleague's experience, we have never had a city require a separate attorney title opinion nor are we aware of any other practicing attorney in Minnesota giving one in lieu of, let alone in addition to, a title commitment. The title documents as produced herewith are insured evidence of title and nothing further should be required.

As it relates to third parties interested and/or benefited by the utility easements, I believe the City engineer would need to opine as to whether the easement benefit parties or properties other than the applicants herein. The documents in and of themselves do not specifically identify by name any third-parties other than the signatories to the recorded Plat of Shuman Woods (Exhibit A to the Request for Easement Vacation (Generic Form Application)) and the grantor and grantee to the easements recorded as Document No. T1160482 and Document No. 1093947 (Exhibits D-E to the Request for Easement Vacation (Generic Form Application)).

I understand that these matters will be heard at the March 6, 2019 City Council meeting.

Thank you for your time and attention to this important matter. Should you have any questions, comments or additional information needed necessary to approve these matters, please contact me and we will be certain to address them immediately.

Sincerely,



Lesley J. Adam
Attorney for Matthew D. Frauenshuh

.....
Direct: +1.952.460.9862 | **Cell:** +1.952.232.8549

E-mail: ladam@77development.com

.....
7101 W 78th Street | Minneapolis, MN 55439

Enclosures

Generic Application Form

(this form is not a permit or license)



Person completing form: Property Owner Business Manager Builder Other: Attorney for Property Owner

If you prefer to complete this form electronically, it is available for downloading at www.greenwoodmn.com.

Use this form if a specific form does not exist for the permit or license desired.

Date form completed	February 8, 2019
Applicant (first name, full middle name, last name)	Lesley J. Adam
Property address	5155 Weeks Road, Greenwood, MN 55331 4940 St. Albans Bay Road, Greenwood, MN 55331 4950 St. Albans Bay Road, Greenwood, MN 55331
Mailing address (if different than property address)	7101 W. 78 th Street, Minneapolis, MN 55439
Cell phone	952-232-8549
Email address	ladam@77development.com
MN license number (if applicable)	

Type of permit / license desired: Easement Vacation

Please attach a narrative description or drawing to this application cover sheet.

The undersigned hereby makes this application for the above listed permit / license and acknowledges the following:

- I certify information submitted on this form is true and correct to the best of my knowledge. I understand that giving false information on this application constitutes cause for the immediate revocation of any permit / license issued hereunder.
- I am familiar with the provisions of the applicable Greenwood ordinance(s) for this application agree to operate in accordance with the code book of ordinances of the city of Greenwood (available for viewing at city hall and at www.greenwoodmn.com), and with the laws of the state of Minnesota.

The permit / license fee is non-refundable and must be submitted at the time of application. Fees are listed in chapter 5, section 510 of the city code book available for viewing at city hall or at www.greenwoodmn.com.

Signature of applicant 

Date: February 8, 2019

For Office Use Only	Approved By:	Fee Paid: <input type="checkbox"/> Cash <input type="checkbox"/> Check	Amount \$	Approval Date:
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Form Updated 06.02.15

NARRATIVE

Re: Request for Easement Vacation

Property

**Owners: Matthew D. Frauenshuh, as Trustee of the
Matthew David Frauenshuh Revocable Trust dated December 29, 2011
5155 Weeks Road
Greenwood, MN 55331**

Current Legal Description:

Parcel 1: The West 100 feet of Lots 91 and 93, Auditor's Subdivision No. 141, Hennepin County, Minnesota.

Torrens Property

Parcel 2: Easement for the benefit of Parcel 1 created in Warranty Deed dated November 3, 1958, filed December 31, 1958, as Document No. 581142.

Parcel 3: Easement for the benefit of Parcel 1 created in Deed of Appurtenant Easement dated May 22, 1961, filed January 4, 1965, as Document No. 796789.

John E. Dunn and Bridgette E. Dunn

4940 St. Albans Bay Road

Greenwood, MN 55331

Current Legal Description:

Lot 1, Block 1, Shuman Woods.

Daniel Wetterlin and Mona Inman

4950 St. Albans Bay Road

Greenwood, MN 55331

Current Legal Description:

Lot 2, Block 1, Shuman Woods.

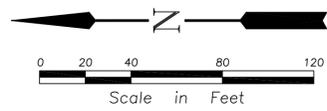
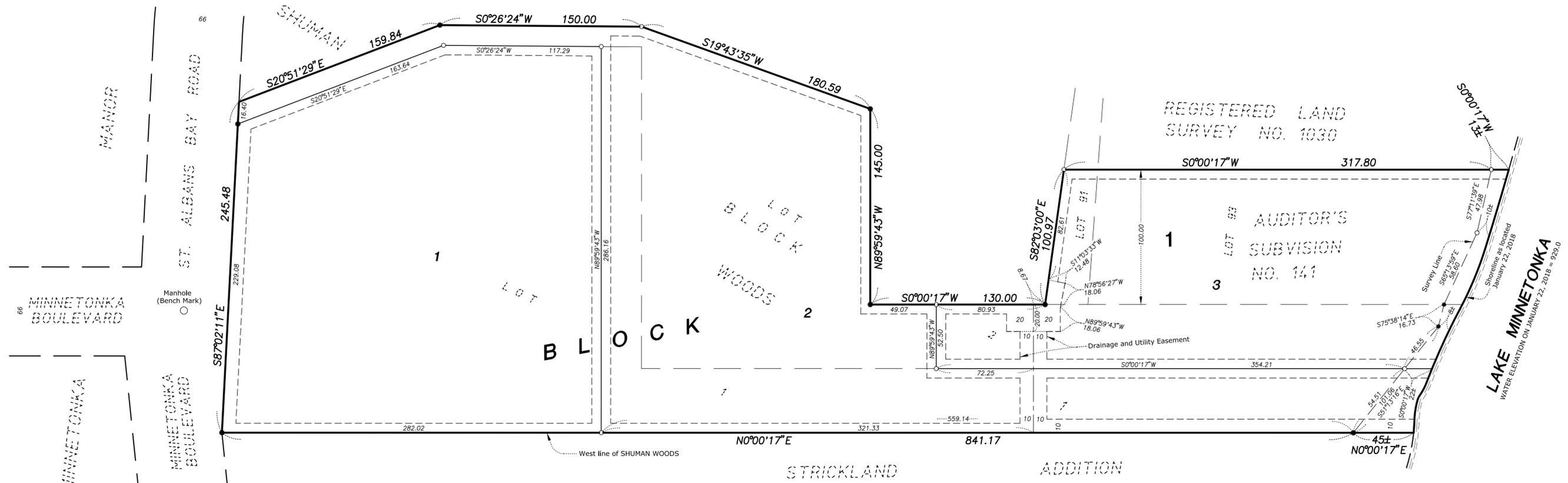
The above-named Property Owners respectfully request the City Council consider and approve their request for easement vacation as submitted herewith.

The Property Owners requested a new plat which redraws the interior property lines between the properties. As a part of that re-plat process there are certain drainage and utility easements that are no longer necessary under the re-drawn property lines. The easements to be vacated are as follows:

1. All drainage and utility easements lying within Lots 1 and 2, Block 1, SHUMAN WOODS, according to the recorded plat thereof, Hennepin County, Minnesota which were granted to the City of Greenwood in said plat.
 - See Exhibit A: Recorded Plat of Shuman Woods
2. Together with that part of the easement for sanitary sewer purposes in favor of the City of Greenwood, recorded as Document No. T1160482 which lies within Lots 1 and 2, Block 1, SHUMAN WOODS, according to the recorded plat thereof, Hennepin County, Minnesota. To be dedicated on the final plat of Frauenshuh Third Addition.
 - See Exhibit B: Easement Vacation Sketch for: Frauenshuh Third Addition
 - See Exhibit C: Final plat of Frauenshuh Third Addition.
 - See Exhibit D: Document No. T1160482 which includes legal description of a 20 foot perpetual easement for sanitary sewer purposes and a 40 foot perpetual easement for sanitary sewer lift station.

3. Together with the easement for sanitary sewer purposes in favor of the City of Greenwood, recorded as Document No. 1093947.
 - See Exhibit B: Easement Vacation Sketch for: Frauenshuh Third Addition
 - See Exhibit C: Final plat of Frauenshuh Third Addition.
 - See Exhibit E: Document No. 1093947 which includes legal description of a 20 foot perpetual easement for sanitary sewer purposes and a 40 foot perpetual easement for sanitary sewer lift station

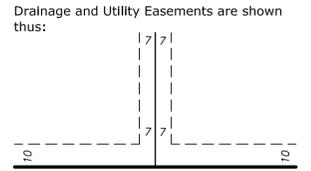
FRAUENSHUH THIRD ADDITION



The west line of SHUMAN WOODS has a bearing of N0°00'17"E.

- Denotes iron monument found
- Denotes 1/2 inch by 14 inch iron monument set and marked by Minnesota License No. 22036

Bench Mark: Top of manhole at the intersection of Minnetonka Boulevard and St. Albans Bay Road. Elevation = 990.19 feet (1988 N.A.V.D.)



Being 7 feet in width and adjoining lot lines and being 10 feet in width and adjoining right of way lines unless otherwise indicated on the plat.

KNOW ALL PERSONS BY THESE PRESENTS: That John E. Dunn and Bridgette E. Dunn, husband and wife, fee owners of the following described property situated in the County of Hennepin, State of Minnesota to wit:

Lot 1, Block 1, SHUMAN WOODS.

and that Daniel Wetterlin and Mona Jean Inman, husband and wife, fee owners of the following described property situated in the County of Hennepin, State of Minnesota to wit:

Lot 2, Block 1, SHUMAN WOODS.

and that Matthew David Frauenshuh Revocable Trust dated December 29, 2011, fee owner of the following described property situated in the County of Hennepin, State of Minnesota to wit:

The West 100 feet of Lots 91 and 93, AUDITOR'S SUBDIVISION NO. 141, Hennepin County, Minnesota.

Has caused the same to be surveyed and platted as FRAUENSHUH THIRD ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said John E. Dunn and Bridgette E. Dunn, husband and wife, have hereunto set their hand this _____ day of _____, 2019.

John E. Dunn

Bridgette E. Dunn

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2019, by John E. Dunn and Bridgette E. Dunn, husband and wife.

Notary Printed Name

Notary Public, _____ County, Minnesota
My Commission Expires _____

In witness whereof said Daniel Wetterlin and Mona Jean Inman, husband and wife, have hereunto set their hand this _____ day of _____, 2019.

Daniel Wetterlin

Mona Jean Inman

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2019, by Daniel Wetterlin and Mona Jean Inman, husband and wife.

Notary Printed Name

Notary Public, _____ County, Minnesota
My Commission Expires _____

In witness whereof said Matthew David Frauenshuh Revocable Trust dated December 29, 2011, has caused these presents to be signed by its trustee this _____ day of _____, 2019.

MATTHEW DAVID FRAUNSHUH REVOCABLE TRUST DATED DECEMBER 29, 2011

By _____
Matthew David Frauenshuh, Trustee

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2019, by Matthew David Frauenshuh, as Trustee for the Matthew David Frauenshuh Revocable Trust dated December 29, 2011, on behalf of the trust.

Notary Printed Name

Notary Public, _____ County, Minnesota
My Commission Expires _____

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

Dated this _____ day of _____, 2019.

Gary C. Huber, Licensed Land Surveyor
Minnesota License No. 22036

STATE OF MINNESOTA
COUNTY OF DAKOTA

This instrument was acknowledged before me on this _____ day of _____, 2019, by Gary C. Huber.

Notary Printed Name

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF GREENWOOD, MINNESOTA

This plat of FRAUENSHUH THIRD ADDITION was approved and accepted by the City Council of the City of Greenwood, Minnesota at a regular meeting thereof held this _____ day of _____, 2019. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30-day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subdivision 2.

City Council, City of Greenwood, Minnesota

By: _____, Mayor
By: _____, Clerk

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that the taxes payable in 2019 and prior years have been paid for land described on this plat, dated this _____ day of _____, 2019.

Mark V. Chapin, County Auditor
By: _____, Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MN. STAT. Section 383B.565 (1969), this plat has been approved this _____ day of _____, 2019.

Chris F. Mavis, County Surveyor
By: _____

REGISTRAR OF TITLES, Hennepin County, Minnesota

I hereby certify that the within plat of FRAUENSHUH THIRD ADDITION was filed in this office this _____ day of _____, 2019, at _____ o'clock _____ M.

Martin McCormick, Registrar of Titles
By: _____, Deputy

1421
R.T. DOC. NO. 2578635

REGISTERED VOL. 1228 P. 37174

SHUMAN WOODS

MINNETONKA

MANOR

MINNETONKA

BLVD.

ST. BAY

C.B. = N71°01'30"W
C=137.07
Δ=32°01'22"
R=248.47
138.87

ALBANS ROAD

BENCHMARK

S 87°02'11" E
295.77

229.00

50.28

S 20°51'58" E

169.44

S 20°51'58" E

142.28

S 0°26'24" W

130.00

S 0°26'24" W

142.28

BLOCK 1

NO. 141

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NO. 143

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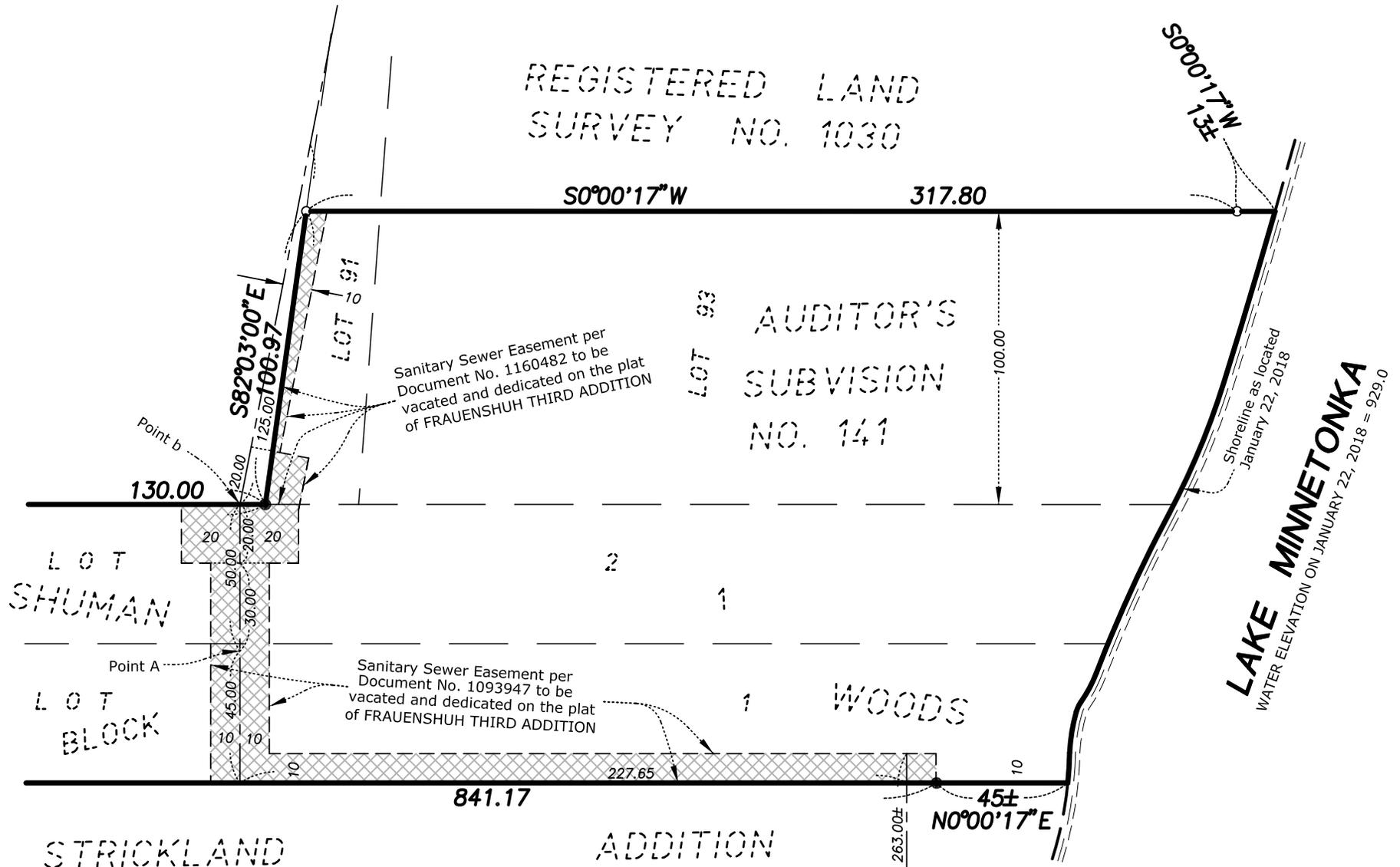
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Easement Vacation Sketch for: FRAUENSHUH THIRD ADDITION

REGISTERED LAND
SURVEY NO. 1030



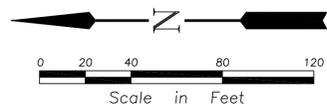
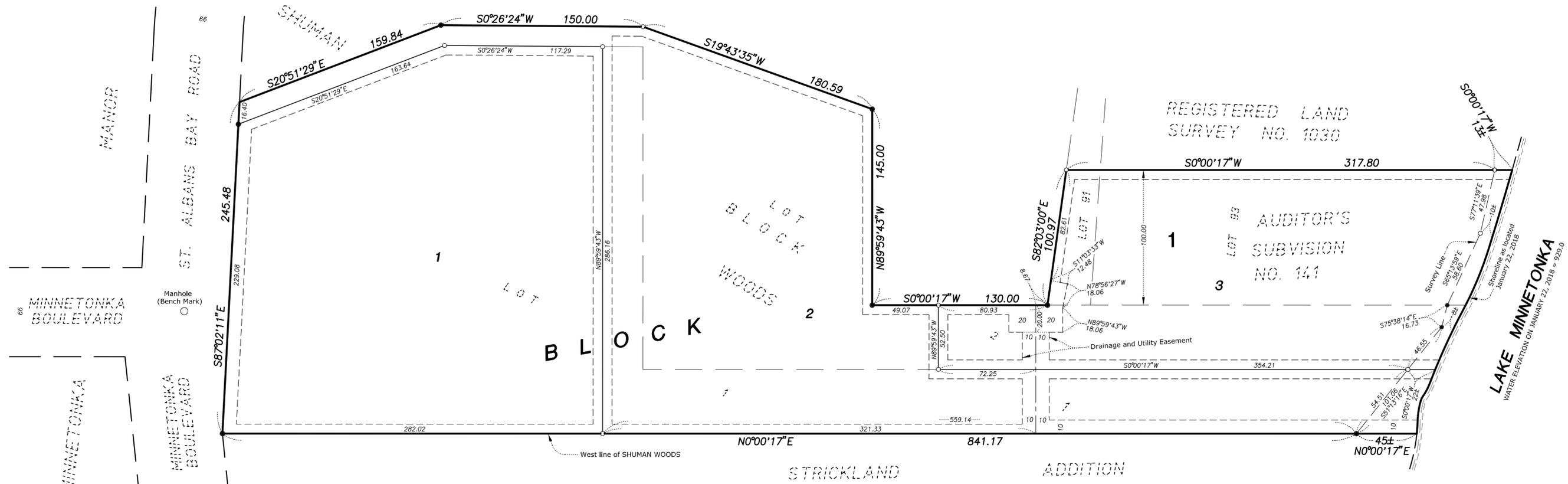
Scale: 1 inch = 50 feet

Rehder and Associates, Inc.

CIVIL ENGINEERS AND LAND SURVEYORS

3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

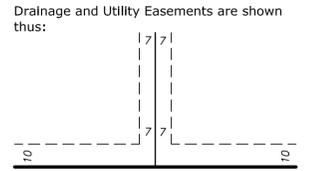
FRAUENSHUH THIRD ADDITION



The west line of SHUMAN WOODS has a bearing of N0°00'17"E.

- Denotes iron monument found
- Denotes 1/2 inch by 14 inch iron monument set and marked by Minnesota License No. 22036

Bench Mark: Top of manhole at the intersection of Minnetonka Boulevard and St. Albans Bay Road. Elevation = 990.19 feet (1988 N.A.V.D.)



Being 7 feet in width and adjoining lot lines and being 10 feet in width and adjoining right of way lines unless otherwise indicated on the plat.

KNOW ALL PERSONS BY THESE PRESENTS: That John E. Dunn and Bridgette E. Dunn, husband and wife, fee owners of the following described property situated in the County of Hennepin, State of Minnesota to wit:

Lot 1, Block 1, SHUMAN WOODS.

and that Daniel Wetterlin and Mona Jean Inman, husband and wife, fee owners of the following described property situated in the County of Hennepin, State of Minnesota to wit:

Lot 2, Block 1, SHUMAN WOODS.

and that Matthew David Frauenshuh Revocable Trust dated December 29, 2011, fee owner of the following described property situated in the County of Hennepin, State of Minnesota to wit:

The West 100 feet of Lots 91 and 93, AUDITOR'S SUBDIVISION NO. 141, Hennepin County, Minnesota.

Has caused the same to be surveyed and platted as FRAUENSHUH THIRD ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said John E. Dunn and Bridgette E. Dunn, husband and wife, have hereunto set their hand this ____ day of _____, 2019.

John E. Dunn

Bridgette E. Dunn

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2019, by John E. Dunn and Bridgette E. Dunn, husband and wife.

Notary Printed Name

Notary Public, _____ County, Minnesota
My Commission Expires _____

In witness whereof said Daniel Wetterlin and Mona Jean Inman, husband and wife, have hereunto set their hand this ____ day of _____, 2019.

Daniel Wetterlin

Mona Jean Inman

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2019, by Daniel Wetterlin and Mona Jean Inman, husband and wife.

Notary Printed Name

Notary Public, _____ County, Minnesota
My Commission Expires _____

In witness whereof said Matthew David Frauenshuh Revocable Trust dated December 29, 2011, has caused these presents to be signed by its trustee this ____ day of _____, 2019.

MATTHEW DAVID FRAUNSHUH REVOCABLE TRUST DATED DECEMBER 29, 2011

By _____
Matthew David Frauenshuh, Trustee

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2019, by Matthew David Frauenshuh, as Trustee for the Matthew David Frauenshuh Revocable Trust dated December 29, 2011, on behalf of the trust.

Notary Printed Name

Notary Public, _____ County, Minnesota
My Commission Expires _____

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

Dated this ____ day of _____, 2019.

Gary C. Huber, Licensed Land Surveyor
Minnesota License No. 22036

REGISTERED LAND
SURVEY NO. 1030

S0°00'17"W 317.80

AUDITOR'S
SUBDIVISION
NO. 141

S0°00'17"E

LAKE MINNETONKA
WATER ELEVATION ON JANUARY 22, 2018 = 925.0

STATE OF MINNESOTA
COUNTY OF DAKOTA

This instrument was acknowledged before me on this ____ day of _____, 2019, by Gary C. Huber.

Notary Printed Name

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF GREENWOOD, MINNESOTA

This plat of FRAUENSHUH THIRD ADDITION was approved and accepted by the City Council of the City of Greenwood, Minnesota at a regular meeting thereof held this ____ day of _____, 2019. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30-day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subdivision 2.

City Council, City of Greenwood, Minnesota

By: _____, Mayor
By: _____, Clerk

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that the taxes payable in 2019 and prior years have been paid for land described on this plat, dated this ____ day of _____, 2019.

Mark V. Chapin, County Auditor
By: _____, Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MN. STAT. Section 383B.565 (1969), this plat has been approved this ____ day of _____, 2019.

Chris F. Mavis, County Surveyor
By: _____

REGISTRAR OF TITLES, Hennepin County, Minnesota

I hereby certify that the within plat of FRAUENSHUH THIRD ADDITION was filed in this office this ____ day of _____, 2019, at ____ o'clock ____ .M.

Martin McCormick, Registrar of Titles
By: _____, Deputy

1160482

Quit Claim Deed (Statutory Short Form)
By Individual

Form No. 33-M.

Miller-Davis Co., Minneapolis
Minnesota Uniform Conveyancing Blanks (Revised 1973)

1160482

4173055

Know All Men by these Presents, That the Grantor Vernon W.

Cafarella and Joan M. Cafarella, husband and wife,
County of Hennepin

and State of Minnesota, for and in consideration of the sum of One Dollar and other good and valuable consideration DOLLARS, to them in hand paid, do hereby Convey and Quitclaim ~~an~~ an easement for a public sewer to the City of Greenwood, a Minnesota municipal corporation, of Hennepin County, State of Minnesota, as Grantee, the Real Estate, situate in the County of Hennepin, State of Minnesota, described as follows, to-wit:

G39-26 A 20 foot perpetual easement for sanitary sewer purposes over, under and across the following described property:

The West 100 feet of Lots 91 and 93, Auditor's Subdivision Number One Hundred and Forty-one (141), Hennepin County, Minnesota, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said Hennepin County.

The centerline of said easement is described as follows:

Commencing at the northeast corner of Lot 95, said Auditor's Subdivision; thence on an assumed bearing of North, along the west line of Lot 96, said Auditor's Subdivision, a distance of 20.00 feet; thence on a bearing of East a distance of 20.00 feet; thence on a bearing of South a distance of 100.00 feet; thence on a bearing of East a distance of 263.00 feet, more or less, to the intersection with the east line of said Lot 96; thence on a bearing of North along said east line, a distance of 227.65 feet; thence on a bearing of East a distance of 95.00 feet, to the point of beginning of the centerline to be described, said point hereinafter referred to as "Point B"; thence South 78 degrees, 56 minutes and 44 seconds East a distance of 125.00 feet and said centerline there terminating.

Together with a 40 foot perpetual easement for sanitary sewer lift station purposes over, under and across the first above described property. The centerline of said easement is described as follows:

Beginning at the above mentioned "Point B"; thence South 78 degrees, 56 minutes and 44 seconds East a distance of 20.00 feet and said centerline there terminating.

294099

19-91000-3471

PT LOT 93, CITY 241099

TRANSFER ENTERED
OCT 29 1975

FINANCE DIVISION
HENNEPIN COUNTY, MINN.

By [Signature] DEPUTY

KS

1160482

Quit Claim Deed (Statutory Short Form)
By Individual

Form No. 33-M.

Miller-Davis Co., Minneapolis
Minnesota Uniform Conveyancing Blanks (Revised 1973)

1160482

4173055

Know All Men by these Presents, That the Grantor, Vernon W.

Cafarella and Joan M. Cafarella, husband and wife,
County of Hennepin

and State of Minnesota, for and in consideration
of the sum of One Dollar and other good and valuable consideration ~~DOLLARS~~,
to them in hand paid, do hereby convey and quitclaim ~~to~~ an easement for a public
sewer to the City of Greenwood, a Minnesota municipal corporation,
of Hennepin County, State of Minnesota,
as Grantee, the Real Estate, situate in the County of Hennepin, State of Minnesota,
described as follows, to-wit:

G39-26 A 20 foot perpetual easement for sanitary sewer purposes over,
under and across the following described property:

The West 100 feet of Lots 91 and 93, Auditor's
Subdivision Number One Hundred and Forty-one (141),
Hennepin County, Minnesota, according to the plat
thereof on file or of record in the office of the
Register of Deeds in and for said Hennepin County.

The centerline of said easement is described as follows:

Commencing at the northeast corner of Lot 95, said
Auditor's Subdivision; thence on an assumed bearing
of North, along the west line of Lot 96, said
Auditor's Subdivision, a distance of 20.00 feet;
thence on a bearing of East a distance of 20.00
feet; thence on a bearing of South a distance of
100.00 feet; thence on a bearing of East a distance
of 263.00 feet, more or less, to the intersection
with the east line of said Lot 96; thence on a
bearing of North along said east line, a distance
of 227.65 feet; thence on a bearing of East a dis-
tance of 95.00 feet, to the point of beginning of
the centerline to be described, said point hereinafter
referred to as "Point B"; thence South 78 degrees,
56 minutes and 44 seconds East a distance of 125.00
feet and said centerline there terminating.

Together with a 40 foot perpetual easement for sanitary
sewer lift station purposes over, under and across the first
above described property. The centerline of said easement
is described as follows:

Beginning at the above mentioned "Point B"; thence
South 78 degrees, 56 minutes and 44 seconds East a
distance of 20.00 feet and said centerline there
terminating.

340099

19-91000-3471
KS

PT. LOT 93, 515 2441099
TRANSFER ENTERED
OCT 29 1975

FINANCE DIVISION
HENNEPIN COUNTY, MINN.
C. J. [Signature]
DEPUTY

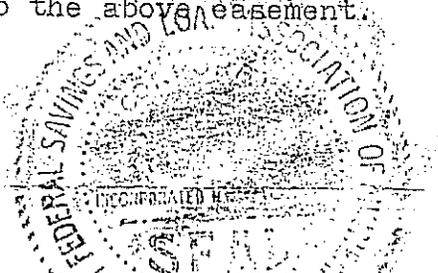
1160482

Dated at Minneapolis this 29th day of September, 1975,

Vernon W. Cafarella
Vernon W. Cafarella

Joan M. Cafarella
Joan M. Cafarella

The undersigned mortgagee hereby consents to the above easement.



MIDWEST FEDERAL SAVINGS & LOAN ASSOCIATION

By D. Thineer
Assistant Vice President

Wm. Blum
Assistant Secretary

State of Minnesota, } ss.

County of Hennepin

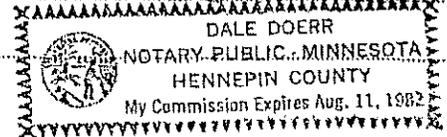
The foregoing instrument was acknowledged before me this 29th day of September, 1975, By Vernon W. Cafarella and Joan M. Cafarella, husband and wife

THIS INSTRUMENT WAS DRAFTED BY
KELLY AND LARSON

351 Second Street (Name)

Excelsior, Minn. 55551 (Address)

Dale A. Doerr



1160482

Tax Statement for Real Property described herein shall be sent to: Midwest Federal Savings & Loan

City of Greenwood
339 Third Street
Excelsior, Minnesota 55331
CITY STATE ZIP CODE

No. 10054—Certificate of Acknowledgment—By Corporation

Miller-Davis Co., Minneapolis, Minn.

State of MINNESOTA
County of HENNEPIN ss.

On this 11th day of August, 1975,

before me, a Notary Public within and for said County personally appeared
J. S. Thimell and Vernon B. Nyberg
to me personally known, who, being each by me duly sworn, they did say that they are respectively
the Assistant Vice President and the Assistant Secretary of
Midwest Federal Savings & Loan Association, the corporation named in the
foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by authority of its Board
of Directors and said J. S. Thimell
Vernon B. Nyberg acknowledged said instrument to be the free act and deed of said
corporation.

James Wilson
Notary Public
NOTARY PUBLIC - MINNESOTA
My Commission Expires Feb. 14, 1981
County _____, 19____

4173055

OFFICE OF REGISTER OF DEEDS
STATE OF MINNESOTA

COUNTY OF HENNEPIN
I hereby certify that the within instrument
was filed for record in this office on the
29 day of Oct. A.D. 1975 at 11:50
o'clock A.M., and was duly recorded in Book
15 of Hennepin County Records
page _____

4173055

REGISTER OF DEEDS
DEPUTY REGISTER OF DEEDS
James Wilson

29 OCT 30 1975 *0003.00 *

29 OCT 30 1975 *0003.00 *

Minnesota Form No. 11-M

Doc 1160482
REGISTERED
QUIT CLAIM DEED
(Statutory Short Form)
By Individual

TO

OFFICE OF REGISTER OF TITLES
STATE OF MINNESOTA
COUNTY OF HENNEPIN
88

I hereby certify that the within instrument was
filed in this office on the

28 day of November A. D. 1975 at
3:15 o'clock P.M.

By James Wilson
REGISTER OF TITLES
DEPUTY REGISTER OF TITLES

Taxes paid and Transfer entered this
19____ day of _____

County Auditor
Deputy

Tax statements for the real property
described in this instrument should be
sent to:

Name

Address

067-29-1975

NOV 13 1975
Receiving Fee \$2.00

BOX 121

306080
L5E75E

James Wilson
Notary Public

Quit Claim Deed, Individual to Corporation.

Form No. 26-M.

Miller-Davis Co., Minneapolis, Minn. Minnesota Uniform Conveyancing Blanks (1931).

1093947

This Indenture, Made this 28th day of Aug, 1973, between Susan Mary Shuman Okie and Richardson B. Okie, her husband; Vernon W. Cafarella and Joan M. Cafarella, husband and wife

of the County of Hennepin and State of Minnesota, parties of the first part, and the Village of Greenwood, a Municipal

corporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Quitclaim, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Hennepin and State of Minnesota, described as follows, to-wit:

G38-26 Cert. 371174

38) A 40 foot temporary construction easement and a 20 foot perpetual easement for sanitary sewer purposes over, under and across the following described property:

Lots 90, 92 and 94, Auditor's Subdivision Number One Hundred and Forty-one (141), Hennepin County, Minnesota, and that part of the vacated street lying South of said Lot 94; and between extensions Southward of the East and West lines of said Lot; according to the plat thereof on file or of record in the office of the Register of Deeds in and for said Hennepin County.

The centerline of both easements is described as follows:

Commencing at the northeast corner of Lot 95, said Auditor's Subdivision; thence on an assumed bearing of North, along the west line of Lot 96, said Auditor's Subdivision, a distance of 20.00 feet; thence on a bearing of East a distance of 20.00 feet; thence on a bearing of South a distance of 100.00 feet, to the beginning of the centerline to be described; thence on a bearing of East a distance of 263.00 feet, more or less, to the intersection with the west line of said Lot 94; thence on a bearing of North, along the west line of said Lot 94, a distance of 227.65 feet; thence on a bearing of East a distance of 45.00 feet, to a point hereinafter referred to as "Point A"; thence continuing on a bearing of East a distance of 50.00 feet; thence South 78 degrees, 56 minutes and 44 seconds East a distance of 350.00 feet and said centerline there terminating.

P.T. CTF

TRANSFER ENTERED

DEC 10 1973

FINANCE DIVISION HENNEPIN COUNTY, MINN.

DEPUTY

****SEE ADDITIONAL DESCRIPTION ON ATTACHED SHEET****

State Deed Tax Due Hereon \$ Exempt

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever.

In Testimony Whereof, The said parties of the first part have hereunto set their hands, the day and year first above written.

Witnesses: Martha S. Orsini, Melina M. Gusterson, Roy A. Roggen

As to 1 As to 2

Susan Mary Shuman Okie, Richardson B. Okie, Vernon W. Cafarella, Joan M. Cafarella

1093947

Together with a 40 foot perpetual easement for sanitary sewer lift station purposes over, under and across the first above described property. The centerline of said easement is described as follows:

Commencing at the above mentioned "Point A"; thence on a bearing of East a distance of 30.00 feet, to the beginning of the centerline to be described; thence continuing on a bearing of East a distance of 20.00 feet; thence South 78 degrees, 56 minutes and 44 seconds East a distance of 20.00 feet and said centerline there terminating.

Also together with a 100 foot temporary construction easement for sanitary sewer lift station purposes over, under and across said first above described property. The centerline of said easement is described as follows:

Beginning at the above mentioned "Point A"; thence on a bearing of East a distance of 50.00 feet; thence South 78 degrees, 56 minutes and 44 seconds East a distance of 50.00 feet and said centerline there terminating.

Said temporary easements to expire December 31, 1972.

1093947

Together with a 40 foot perpetual easement for sanitary sewer lift station purposes over, under and across the first above described property. The centerline of said easement is described as follows:

Commencing at the above mentioned "Point A"; thence on a bearing of East a distance of 30.00 feet, to the beginning of the centerline to be described; thence continuing on a bearing of East a distance of 20.00 feet; thence South 78 degrees, 56 minutes and 44 seconds East a distance of 20.00 feet and said centerline there terminating.

Also together with a 100 foot temporary construction easement for sanitary sewer lift station purposes over, under and across said first above described property. The centerline of said easement is described as follows:

Beginning at the above mentioned "Point A"; thence on a bearing of East a distance of 50.00 feet; thence South 78 degrees, 56 minutes and 44 seconds East a distance of 50.00 feet and said centerline there terminating.

Said temporary easements to expire December 31, 1972.

State of Minnesota,

County of Hennepin } ss. Washington

On this 28th day of Aug., 1973, before me, a Notary Public within and for said County, personally appeared

Susan Mary Shuman Okie and Richardson B. Okie, her husband

to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the

(See Note)

same as their free act and deed. (See Note)

THIS INSTRUMENT WAS DRAFTED BY GRATHWOL, PLOETZ, OBERHAUSER & NODLAND Attorneys at Law (Name) 444 Second Street (Address) Excelsior, Minnesota 55331

FLETCHER G. DRISCOLL, Notary Public, Washington County, Minn. My Commission Expires Aug. 20, 1978. My commission expires 19

Note: The blank lines marked "See Note" are for use when the instrument is executed by an attorney in fact.

No. 1003—Certificate of Acknowledgment.

MILLER-DAVIS CO., MINNEAPOLIS

STATE OF Minnesota } ss.

County of Hennepin

On this 4 day of December, A. D. 1973, before me, a notary public within and for said County, personally appeared

Vernon W. Cafarella and Joan M. Cafarella, husband and wife

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires.

GARY A. THOMPSON, NOTARY PUBLIC—MINNESOTA, HENNEPIN COUNTY, My Comm. Expires Aug. 24, 1976

1093947

REGISTERED VOL. 1973 PAGE 37117H

OFFICE OF REGISTRAR OF TITLES

STATE OF MINNESOTA

COUNTY OF HENNEPIN

I hereby certify that the within instrument was filed in this office on the

10 day of DEC. A.D. 1973 at

P.M.

O'Clock

Signature

REGISTRAR OF TITLES

Deputy Registrar

DEPUTY REGISTRAR OF TITLES

By

ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
200 South Sixth Street, Suite 1300, Minneapolis, MN 55402
AS AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SUPPLEMENTAL COMMITMENT

File No.: 53953

Issued On: September 5, 2018

This Second Supplemental Commitment has been issued to reflect the following changes:

1. Item No. 1 of Schedule A has been updated.
2. Item No. 15 of Schedule B - Part I has been added.
3. Item No. 7 of Schedule B - Part II has been updated.
4. Item No. 14 of Schedule B - Part II has been revised.



COMMERCIALPARTNERS

T I T L E, L L C

200 South Sixth Street, Suite 1300
Minneapolis, MN 55402
Phone: (612) 337-2470
Fax: (612) 337-2471

Privacy Policy Notice

PURPOSE OF THIS NOTICE

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

COMMITMENT FOR TITLE INSURANCE

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, *Old Republic National Title Insurance Company*, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data for reference only:

Issuing Agent: Commercial Partners Title, LLC
Issuing Office's ALTA® Registry ID: 0006204
Commitment No.: 53953
Issuing Agent File No.: 53953
Project Name: 4940 St. Albans Bay Road
Revision No.: Second Supplemental

SCHEDULE A

1. Commitment Date: August 12, 2018 at 07:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (06/17/06)
Proposed Insured: Daniel Wetterlin and Mona Inman

Proposed Policy Amount: \$30,000.00
 - b. ALTA Owner's Policy (06/17/06)
Proposed Insured: Matthew David Frauenshuh, Trustee of the Matthew David Frauenshuh Revocable Trust dated December 29, 2011

Proposed Policy Amount: \$450,000.00
 - c. ALTA Loan Policy (06/17/06)
Proposed Insured: The mortgage lender under a loan agreement made with the proposed insured owner identified in Item 2(a) above

Proposed Policy Amount: \$1,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

[John E. Dunn and Bridgette E. Dunn, husband and wife](#)
5. The Land is described as follows:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE A

(Continued)

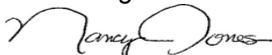
Lot 1, Block 1, [Shuman Woods](#).

Hennepin County, Minnesota
Torrens Property

Issuing Agent:

Commercial Partners Title, LLC
200 South 6th Street, Suite 1300
Minneapolis, MN 55402
(612) 337-2470

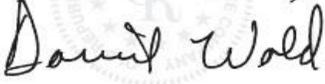
Countersigned



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. This Commitment was prepared by:
Commercial Partners Title, LLC
200 South Sixth Street, Suite 1300
Minneapolis, MN 55402

Phone: (612) 337-2470

Fax: (612) 337-2471

Please direct questions regarding this Commitment to: Matthew Anderson, Underwriting Counsel, at (612) 643-1044 and direct questions regarding the closing to: Jaime Kalbler-Siggerud, Commercial Closer, at (612) 337-2485.

If you would like to arrange for additional parties to receive this documentation, please contact our Production Department at (612) 337-2470.

6. This commitment has been prepared for information purposes only, and is not intended as a commitment to issue the title insurance policy or policies shown in Schedule A.

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SCHEDULE B

(Continued)

7. We have been informed that the property described at Item No. 5 of Schedule A is being platted as a part of the current transaction. The new plat must be recorded prior to closing or, if it is to be recorded with the other closing documents, it must be signed by all appropriate parties and governmental agencies, including the county surveyor, prior to closing. In addition, real estate taxes must be paid in full for all of the underlying tax parcels for the year in which the plat is recorded.
8. Upon our receipt and review of a standard form of affidavit disclosing no adverse matters, Item Nos. 1, 2, 4, 5 and 6 of Schedule B - Part II will be deleted from the final policy. Item No. 8 of Schedule B - Part II will be modified to reflect the interests of specific tenants. A current survey, certified to Commercial Partners Title, LLC and Old Republic National Title Insurance Company, will be required to delete Item No. 3 of Schedule B - Part II from the final policy.
9. We require a Well Disclosure Certificate be completed and furnished at the time of closing for all deeds that require a Certificate of Real Estate Value, or one of the following statement must be added to the deed:

The seller certifies that the seller does not know of any wells on the described real property.

or

I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

10. The Tax Reform Act of 1986 requires that the seller provide the following information at the time of closing: 1. Tax Identification Number 2. Full Forwarding Address.

11. Submit the following documentation prior to closing for review and approval:

Copies of Good Standing Certificate for Seller and/or Buyer/Borrower and Resolutions authorizing both the transaction and execution of documents (or incumbency certificate with the authorizing resolutions), or other evidence acceptable to the Company.

12. In the event this transaction involves new construction or if there has been construction on the property during the last six months please immediately contact the closer or underwriting attorney listed above to discuss the transaction.

If the transaction involves a construction mortgage or is a vacant land acquisition mortgage no construction related work can be performed on the property until after the mortgage is recorded and pictures have been taken at the site, in order to establish priority for the construction mortgage. Indemnities will be required at closing from the appropriate parties, depending upon the nature of the transaction.

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SCHEDULE B

(Continued)

13. The subject property is Torrens Property and the current Certificate of Title Number is [821869](#).
14. The legal description at Item No. 5 of Schedule A is related to the property address of 4940 St. Albans Bay Road, Greenwood, MN.
15. We require a certified copy of that certain Order dated August 30, 2018, regarding Proceedings Subsequent to Initial Registration No. 27-ET-CV-18-134 be memorialized onto Certificate of Title No. 821869.

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SCHEDULE B

(Continued)

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
 - A. Real estate taxes payable in 2018 are \$10,279.90 and are half paid.
Base tax \$10,127.40 Property Identification No. 26-117-23-41-0048

NOTE: There are no delinquent taxes of record.

 - B. Levied or pending assessments of record if any.
8. Rights or claims of tenants, as tenants only, in possession under unrecorded leases.

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SCHEDULE B

(Continued)

9. Mortgage dated February 21, 2012, filed March 1, 2012, as Document No. [T4932903](#), executed by John E Dunn and Bridgette E Dunn, husband and wife, as mortgagor, to Wells Fargo Bank, N.A., a National Association, as mortgagee, in the original principal amount of \$350,000.00.
10. Home Equity Line of Credit Mortgage dated February 21, 2012, filed March 1, 2012, as Document No. [T4932904](#), executed by John E Dunn and Bridgette E Dunn, husband and wife, as mortgagor, to Wells Fargo Bank, N.A., a National Association, as mortgagee, in the original principal amount of \$350,000.00.
11. Easement for utilities and drainage as shown on the recorded plat of Shuman Woods. (Shown as a recital on the Certificate of Title)
12. Easements for sanitary sewer purposes in favor of the Village of Greenwood, a Minnesota municipal corporation, contained in Quit Claim Deed dated August 28, 1973, filed December 10, 1973, as Document No. [1093947](#).
13. Terms and conditions of and easements contained in Declaration of Easements dated October 15, 1994, filed January 17, 1995, as Document No. [2582774](#).
14. Restrictions set forth in Warranty Deed dated December 29, 1994, filed March 24, 1995, as Document No. [2597808](#). (Shown as a recital on the Certificate of Title)

NOTE: The Company has been informed that an Order to remove the above restrictions as a recital on the Certificate of Title has been issued by the Court. Upon the satisfaction of requirement no. 15 shown on Schedule B, Part I herein, the above restrictions will be removed as an exception on any policy(s) issued under the current transaction.

15. Rights of the public and the State of Minnesota in and to that portion of the insured premises lying below the natural high water mark of Lake Minnetonka.
16. Subject to the consequences of changes in the shoreline of Lake Minnetonka, which forms a boundary of premises.

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ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
200 South Sixth Street, Suite 1300, Minneapolis, MN 55402
AS AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SUPPLEMENTAL COMMITMENT

File No.: 53954

Issued On: September 5, 2018

This First Supplemental Commitment has been issued to reflect the following changes:

1. Item No. 1 of Schedule A has been updated.
2. Item No. 2 of Schedule A has been revised.
3. Item No. 16 Schedule B - Part I has been added.
4. Item No. 7 of Schedule B - Part II has been updated.
5. Item No. 14 of Schedule B - Part II has been added.



COMMERCIALPARTNERS

T I T L E, L L C

200 South Sixth Street, Suite 1300
Minneapolis, MN 55402
Phone: (612) 337-2470
Fax: (612) 337-2471

Privacy Policy Notice

PURPOSE OF THIS NOTICE

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

COMMITMENT FOR TITLE INSURANCE

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, *Old Republic National Title Insurance Company*, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data for reference only:

Issuing Agent: Commercial Partners Title, LLC
Issuing Office's ALTA® Registry ID: 0006204
Commitment No.: 53954
Issuing Agent File No.: 53954
Project Name: (CM)4950 St. Albans Bay Road
Revision No.: First Supplemental

SCHEDULE A

1. Commitment Date: August 12, 2018 at 07:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (06/17/06)
Proposed Insured: Daniel Wetterlin and Mona Jean Inman, husband and wife
Proposed Policy Amount: \$1,000.00
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: The mortgage lender under a loan agreement made with the proposed insured owner identified in Item 2(a) above
Proposed Policy Amount: \$1,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

[Daniel Wetterlin and Mona Jean Inman, husband and wife](#)
5. The Land is described as follows:

Lot 2, Block 1, [Shuman Woods](#).

Hennepin County, Minnesota
Torrens Property

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SCHEDULE A
(Continued)

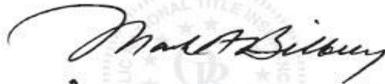
Issuing Agent:

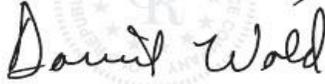
Commercial Partners Title, LLC
200 South 6th Street, Suite 1300
Minneapolis, MN 55402
(612) 337-2470

Countersigned



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

Authorized Signatory

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LAND TITLE
ASSOCIATION



COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. This Commitment was prepared by:
Commercial Partners Title, LLC
200 South Sixth Street, Suite 1300
Minneapolis, MN 55402

Phone: (612) 337-2470

Fax: (612) 337-2471

Please direct questions regarding this Commitment to: Matthew Anderson, Underwriting Counsel, at (612) 643-1044 and direct questions regarding the closing to: Jaime Kalbler-Siggerud, Commercial Closer, at (612) 337-2485.

If you would like to arrange for additional parties to receive this documentation, please contact our Production Department at (612) 337-2470.

6. This commitment has been prepared for information purposes only, and is not intended as a commitment to issue the title insurance policy or policies shown in Schedule A.

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SCHEDULE B

(Continued)

7. We have been informed that the property described at Item No. 5 of Schedule A is being platted as a part of the current transaction. The new plat must be recorded prior to closing or, if it is to be recorded with the other closing documents, it must be signed by all appropriate parties and governmental agencies, including the county surveyor, prior to closing. In addition, real estate taxes must be paid in full for all of the underlying tax parcels for the year in which the plat is recorded.
8. Upon our receipt and review of a standard form of affidavit disclosing no adverse matters, Item Nos. 1, 2, 4, 5 and 6 of Schedule B - Part II will be deleted from the final policy. Item No. 8 of Schedule B - Part II will be modified to reflect the interests of specific tenants. A current survey, certified to Commercial Partners Title, LLC and Old Republic National Title Insurance Company, will be required to delete Item No. 3 of Schedule B - Part II from the final policy.
9. We require a Well Disclosure Certificate be completed and furnished at the time of closing for all deeds that require a Certificate of Real Estate Value, or one of the following statement must be added to the deed:

The seller certifies that the seller does not know of any wells on the described real property.

or

I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

10. The Tax Reform Act of 1986 requires that the seller provide the following information at the time of closing: 1. Tax Identification Number 2. Full Forwarding Address.

11. Submit the following documentation prior to closing for review and approval:

Copies of Good Standing Certificate for Seller and/or Buyer/Borrower and Resolutions authorizing both the transaction and execution of documents (or incumbency certificate with the authorizing resolutions), or other evidence acceptable to the Company.

12. In the event this transaction involves new construction or if there has been construction on the property during the last six months please immediately contact the closer or underwriting attorney listed above to discuss the transaction.

If the transaction involves a construction mortgage or is a vacant land acquisition mortgage no construction related work can be performed on the property until after the mortgage is recorded and pictures have been taken at the site, in order to establish priority for the construction mortgage. Indemnities will be required at closing from the appropriate parties, depending upon the nature of the transaction.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE B

(Continued)

13. The subject property is Torrens Property and the current Certificate of Title Number is 1357878.
14. The legal description at Item No. 5 of Schedule A is related to the property address of 4950 St. Albans Bay Road, Greenwood, MN.
15. For informational purposes only, the attached Document Nos. [4477489](#), [T5005187](#), [T5005188](#) and [T5005189](#) have been provided in reference to the vesting deed.
16. We require a certified copy of that certain order dated August 30, 2018, regarding Proceedings Subsequent to Initial Registration No. 27-ET-CV-18-134 be memorialized onto Certificate of Title No. [1357878](#).

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SCHEDULE B

(Continued)

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
 - A. Real estate taxes payable in 2018 are \$14,037.60 and are partially paid.
Base tax \$13,885.10 Property Identification No. 26-117-23-41-0049NOTE: There are no delinquent taxes of record.

* NOTE: 2018 taxes are partially paid in the amount of \$13,927.24. A balance of \$110.36 remains unpaid.
 - B. Levied or pending assessments of record if any.
8. Rights or claims of tenants, as tenants only, in possession under unrecorded leases.

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SCHEDULE B

(Continued)

9. Easements for sanitary sewer purposes in favor of the Village of Greenwood, a Minnesota municipal corporation, contained in Quit Claim Deed dated August 28, 1973, filed December 10, 1973, as Document No. [1093947](#).
10. Terms and conditions of and easements contained in Declaration of Easements dated October 15, 1994, filed January 17, 1995, as Document No. [2582774](#).
11. Easement for utilities and drainage as shown on the recorded plat of Shuman Woods. (Shown as a recital on the Certificate of Title)
12. Rights of the public and the State of Minnesota in and to that portion of the insured premises lying below the natural high water mark of Lake Minnetonka.
13. Subject to the consequences of changes in the shoreline of Lake Minnetonka, which forms a boundary of premises.
14. Restrictions as set forth in Warranty Deed filed May 19, 1995, as Document No. [2609482](#). (Shown as a recital on the Certificate of Title)

NOTE: The Company has been informed that an Order to remove the above restrictions as a recital on the Certificate of Title has been issued by the Court. Upon the satisfaction of Requirement No. 16 shown on Schedule B - Part I herein, the above restrictions will be removed as an exception on any policy(s) issued under the current transaction.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMERCIALPARTNERS

T I T L E, L L C

200 South Sixth Street, Suite 1300
Minneapolis, MN 55402
Phone: (612) 337-2470
Fax: (612) 337-2471

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



**ALTA COMMITMENT FORM
COMMITMENT FOR TITLE INSURANCE**

Old Republic National Title Insurance Company, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

Issuing Agent:

Commercial Partners Title, LLC
200 South 6th Street, Suite 1300
Minneapolis, MN 55402
(612) 337-2470

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned

By

President

Attest

Secretary

Authorized Signatory



**ALTA COMMITMENT FORM
COMMITMENT FOR TITLE INSURANCE**

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

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ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
200 South Sixth Street, Suite 1300, Minneapolis, MN 55402
AS AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT

Reference Name: (CM)5155 Weeks Road

SCHEDULE A

1. Effective Date: January 2, 2018 at 07:00 AM File No.: 54015
2. Policy (or Policies) to be issued: Amount
 - (a) Owner's Policy ALTA Owner's Policy (06/17/06) TBD
Proposed Insured: To Be Determined
 - (b) Loan Policy ALTA Loan Policy (06/17/06) \$0.00
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

[Matthew David Frauenshuh, as Trustee of the Matthew David Frauenshuh Revocable Trust dated December 29, 2011](#)
5. The land referred to in the Commitment is described as follows:

Parcel 1:

The West 100 feet of Lots 91 and 93, [Auditor's Subdivision No. 141](#), Hennepin County, Minnesota.

Torrens Property

Parcel 2:

Easement for the benefit of Parcel 1 created in Warranty Deed dated November 3, 1958, filed December 31, 1958, as Document No. [581142](#).

Parcel 3:

Easement for the benefit of Parcel 1 created in Deed of Appurtenant Easement dated May 22, 1961, filed January 4, 1965, as Document No. [796789](#).

ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
AS AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NUMBER 54015
SCHEDULE B - PART I
REQUIREMENTS

The following are the requirements to be complied with:

1. This Commitment was prepared by:
Commercial Partners Title, LLC
200 South Sixth Street, Suite 1300
Minneapolis, MN 55402

Phone: (612) 337-2470
Fax: (612) 337-2471

Please direct questions regarding this Commitment to: Matthew Anderson, Underwriting Counsel, at (612) 643-1044 and direct questions regarding the closing to: Jaime Kalbler-Siggerud, Commercial Closer, at (612) 337-2485.

If you would like to arrange for additional parties to receive this documentation, please contact our Production Department at (612) 337-2470.

2. This commitment has been prepared for information purposes only, and is not intended as a commitment to issue the title insurance policy or policies shown in Schedule A.
3. The subject property is Torrens Property and the current Certificate of Title Number is 1408349.
4. The legal description at Item No. 5 of Schedule A is related to the property address of 5155 Weeks Road, Greenwood, MN.
5. The Company reserves the right to add additional requirements at a later date.

END OF SCHEDULE B – PART I REQUIREMENTS

ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
AS AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NUMBER 54015
SCHEDULE B - PART II
EXCEPTIONS

The policy or policies to be issued will include exceptions to the following unless they are disposed of to the satisfaction of the Company.

1. Defects, liens encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
 - A. Real estate taxes payable in 2017 are \$30,698.04 and are paid.
Base tax \$30,475.54 Property Identification No. 26-117-23-41-0009NOTE: There are no delinquent taxes of record.

NOTE: Real estate tax information for 2018 is not yet available.
 - B. Levied or pending assessments of record if any.
8. Rights or claims of tenants, as tenants only, in possession under unrecorded leases.
9. Mortgage dated July 20, 2015, filed August 5, 2015, as Document No. [T05279005](#), executed by Matthew David Frauenshuh, Trustee of the Matthew David Frauenshuh Revocable Trust dated December 29, 2011, as mortgagor, to John C. Penn, Trustee of the David R. Frauenshuh 2010 Healthcare Grantor Retained Annuity Trust dated November 30, 2010, as mortgagee, in the original principal amount of \$1,100,000.00.
10. Rights of the public and the State of Minnesota in and to that portion of the insured premises lying below the natural high water mark of Lake Minnetonka or any rights of the Insured to the adjoining water.
11. Subject to the consequences of changes in the shoreline of Lake Minnetonka, which forms a boundary of premises.

ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
AS AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NUMBER 54015
SCHEDULE B - PART II
EXCEPTIONS

(Continued)

12. Easement for driveway purposes as contained and described in Warranty Deed dated November 3, 1958, filed December 31, 1958, as Document No. [581142](#). (Shown as a recital on the Certificate of Title)
13. Easement for driveway and utility purposes contained and described in Deed of Appurtenant Easement dated May 22, 1961, filed January 4, 1965, as Document No. [796789](#).
14. Easement for sanitary sewer purposes, in favor of the City of Greenwood, a Minnesota municipal corporation, as created in document dated September 29, 1975, filed November 28, 1975, as Document No. [T1160482](#).
15. NOTE: Any documents executed on behalf of Matthew David Frauenshuh Revocable Trust must be accompanied by a Certificate of Trust and Affidavit of Trustee for recording. A Certificate of Trust has been recorded in the Abstract property records as Document No. [A9734696](#).
16. NOTE: All trust documents must be approved by the Examiner of Titles prior to closing.

END OF SCHEDULE B - PART II EXCEPTIONS

EXHIBIT "A"

Parcel 1:

The West 100 feet of Lots 91 and 93, [Auditor's Subdivision No. 141](#), Hennepin County, Minnesota.

Torrens Property

Parcel 2:

Easement for the benefit of Parcel 1 created in Warranty Deed dated November 3, 1958, filed December 31, 1958, as Document No. [581142](#).

Parcel 3:

Easement for the benefit of Parcel 1 created in Deed of Appurtenant Easement dated May 22, 1961, filed January 4, 1965, as Document No. [796789](#).

Dale Cooney

From: David Martini <David.Martini@bolton-menk.com>
Sent: Friday, January 04, 2019 2:45 PM
To: Dale Cooney - (dalec@mediacombb.net)
Subject: Frauenshuh Third Addition

Dale,

As requested, I have reviewed the easements for the Frauenshuh Third Addition and offer the following comments:

- The proposed perimeter easements are appropriate.
- The sewer easement for the lift station and sewer pipe across Lots 2 and 3 is appropriate.
- The easement between Lot 2 and 3 is in the approximate location of the natural drainage way.
- Lake access for Lot 1 is removed with the reconfigured lot lines.
- There is a drainage and utility easement along the west lot lines of Lots 1 and 2 that provides a corridor from Minnetonka Blvd. to the Lake for drainage and utilities. Portions of these easements cross high ground and do not necessarily convey runoff directly to the lake.
- The natural drainage pattern from Lot 1 across Lot 2 is not protected by a drainage easement. Construction and/or grading changes on Lot 1 will need to maintain existing drainage patterns.
- Lot 2 will need to accommodate drainage from the upstream properties, now and in the future.
- Lot 3 will need to accommodate drainage from the upstream properties, now and in the future.

Let me know if you have questions.

Thanks.

David P Martini P.E.

Principal Engineer

Bolton & Menk, Inc.

2638 Shadow Lane

Suite 200

Chaska, MN 55318-1172

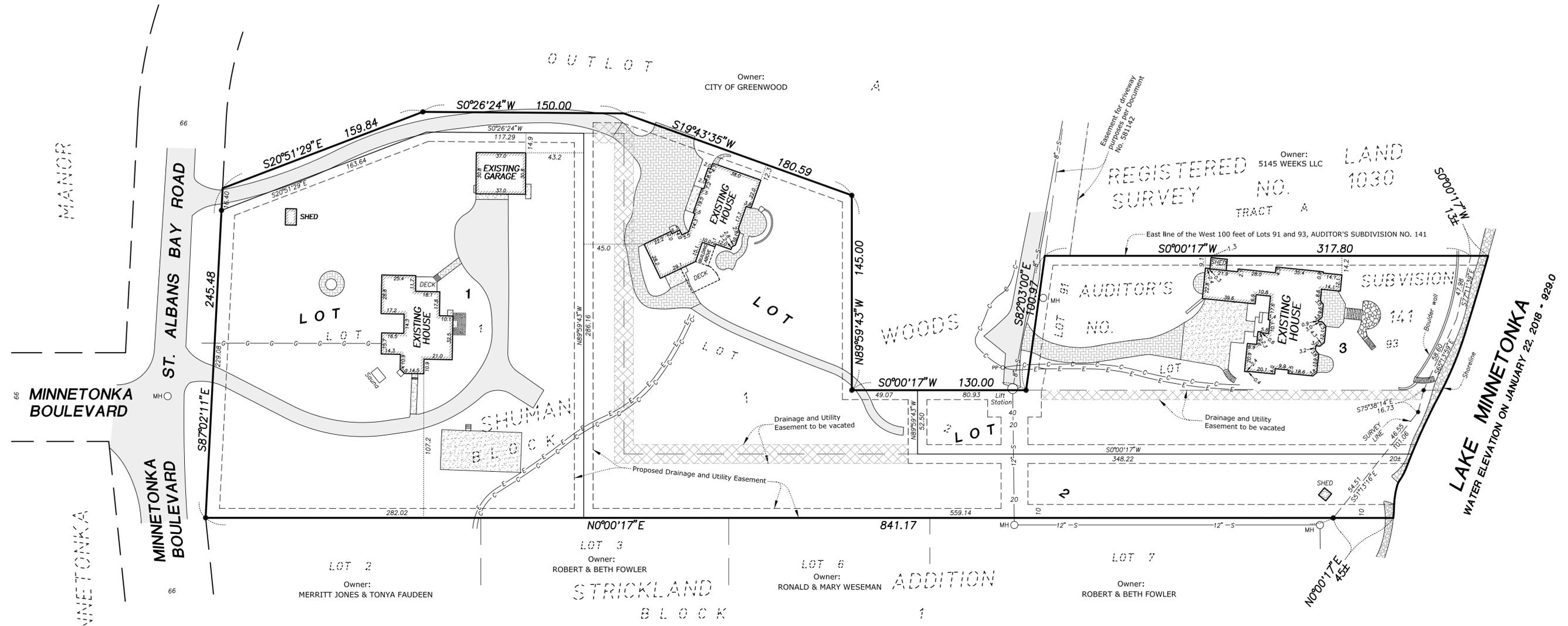
Phone: 952-448-8838 ext. 2458

Mobile: 612-756-4315

Bolton-Menk.com

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Preliminary Plat of: FRAUENSHUH THIRD ADDITION

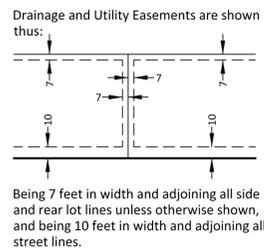
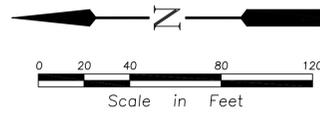


NOTES

- * Bearings shown are based on the plat of SHUMAN WOODS.
- * Utilities shown are from information furnished by the City of Greenwood and respective utility companies in response to Gopher State One Call Ticket Nos. 190230654, 190230659 and 190230662 and are verified where possible. Easements shown to be vacated do not appear to contain utilities other than as shown.
- * Contact Gopher State One Call for utility locations before any construction shall begin. Phone 651-454-0002.
- * Areas: Total = 205,600± square feet (4.72 acres).
 Lot 1 = 74,407 square feet (1.71 acres).
 Lot 2 = 80,960± square feet (1.86 acres).
 Lot 3 = 50,235± square feet (1.15 acres).
- * Impervious surface areas: Lot 1 = 12,740 square feet.
 Lot 2 = 12,378 square feet.
 Lot 3 = 9,312 square feet.

LEGEND

- Iron Monument Found
- MH○ Manhole
- ▨ Concrete Surface
- ▩ Bituminous Surface
- ▤ Boulder Wall
- ▧ Stone Patio
- ▨ Brick Paver Surface
- S— Sanitary Sewer
- W— Watermain
- C— Buried Communications
- G— Buried Gas



PROPERTY DESCRIPTION

Lots 1 and 2, Block 1, SHUMAN WOODS, Hennepin County, Minnesota, and the West 100 feet of Lots 91 and 93, AUDITOR'S SUBDIVISION NO. 141, Hennepin County, Minnesota.

I hereby certify that this preliminary plat was prepared by me or under my direction and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota. Dated this 14th day of November, 2018

REHDER & ASSOCIATES, INC.

 Gary C. Huber, Land Surveyor
 Minnesota License No. 22036
 Revised February 4, 2019

OWNERS

John and Bridgette Dunn
 4940 St. Albans Bay Road
 Greenwood, Minnesota 55331
 Phone: 952-200-2501

Daniel Wetterlin and Mona Jean Inman
 4950 St. Albans Bay Road
 Greenwood, Minnesota 55331
 Phone: 612-867-1769

Matthew Frauenshuh
 5155 Weeks Road
 Greenwood, Minnesota 55331
 Phone: 952-460-9862

SURVEYOR

Rehder & Associates, Inc.
 3440 Federal Drive
 Suite 110
 Eagan, Minnesota 55122
 Phone: 651-337-6726
 Attention: Greg Gentz

Rehder and Associates, Inc.

CIVIL ENGINEERS AND LAND SURVEYORS
 3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

KELLY LAW OFFICES

Established 1948

7975 STONE CREEK DRIVE, SUITE 120
CHANHASSEN, MINNESOTA 55317

MARK W. KELLY
WILLIAM F. KELLY (1922-1995)

(952) 474-5977
FAX 474-9575
kellylawoffices@aim.com

MEMORANDUM

TO: Mayor and Council Members, City of Greenwood

FROM: Mark W. Kelly

DATE: February 15, 2019

**RE: Application for Vacation of Easements
in conjunction with final plat of Frauenshuh Third Addition**

The city has received the application of Leslie J. Adams, attorney-at-Law, on behalf of Matthew D. Frauenshuh, et. al.; John and Bridget Dunn; and Daniel Wetterlin and Mona Inman seeking vacation of drainage and utility easements contained in the plat of Shuman Woods, (Exhibit A), and also perpetual sanitary sewer easements deed to the city in the Seventies. (See Hennepin County documents Nos. T1160482 and T1093947) (Exhibits D & E.)

Specifically, the Applicant requests vacation of the following easements:

(1) all drainage and utility easements within Lots 1 and 2, Block 1, SHUMAN WOODS, Hennepin County, Minnesota;

(2) that part of the easement for sanitary sewer purposes in favor of the City of Greenwood described in Quit Claim Deed dated September 29, 1975, filed of record October 29, 1975, as Hennepin County Document No. T1160482 which lies within Lots 1 and 2, Block 1, SHUMAN WOODS, according to the recorded plat thereof, Hennepin County, Minnesota. To be dedicated on the final plat of Frauenshuh Third Addition; and

(3) that part of the easement for sanitary sewer purposes in favor of the City of Greenwood described in Quit Claim Deed dated August 28, 1978, filed of record December 10, 1973, as Hennepin County Document No. T1093947 which lies within the West 100 feet of Lots 91 and 93, Auditor's Subdivision No. 141, Hennepin County Minnesota,

in conjunction with the approval of the final plat of Frauenshuh Third Addition.

The city having considered and approved the preliminary plat of Frauenshuh Third Addition, will address approval of the final plat at its March meeting.

In support of the requested vacation, the applicant has provided a Narrative of the Request for Easement Vacation, copies of the above referenced documents, and individual title commitments for Lots 1 and 2, Block 1, Shuman woods, and a title commitment for the West 100 feet of Lots 91 and 93, Auditor's Subdivision No. 141, Hennepin County, Minnesota. Each of these properties have a Torrens Title.

Lot 1, Block 1, Shuman Woods

Schedule B, Part II, of the Title Commitment for Lot 1, (the Dunn property), calls out all easements that burden the property. These include requested vacation items (1) and (3) and also a Declaration of Easements dated October 15, 1994, Hennepin County document number 2582774, which is to remain in place.

Lot 2, Block 1, Shuman Woods

Schedule B, Part II, of the Title Commitment for Lot 2, (the Wertterlin/Inman property), calls out all easements that burden the property. These include requested vacation items (1) and (3) and also a Declaration of Easements dated October 15, 1994, Hennepin County document number 2582774, which is to remain in place.

The West 100 feet of Lots 91 and 93, Auditor's Subdivision No. 141

Schedule B, Part II, of the Title Commitment for the West 100 feet of Lots 91 and 93 Auditor's Subdivision No. 141, (the Frauenshuh property) calls out all easements that burden the property. These include requested vacation item (2), easement for sanitary sewer purposes in favor of the City of Greenwood contained in Quit Claim Deed dated September 29, 1975, Hennepin County document number T1160482.

The plat of Frauenshuh Third Addition, includes perimeter drainage and utility easements as required per city code, (see, Exhibit C.) The applicant's "Easement Vacation Sketch" for Frauenshuh Third Addition, is a detail image taken from the proposed plat, (see, Exhibit B). It represents that Sanitary Sewer Easements under Hennepin County Document Nos. T1160482 and T1093947 are to be "vacated and dedicated on the plat of Frauenshuh Third Addition". These are 1970's sanitary easements, that will be restated and rededicated in favor of the city on the final plat of Frauenshuh Third Addition.

City engineer, David Martini, having reviewed the proposed final plat, advises (1) that the proposed perimeter easements are appropriate; and (2) that the sewer easement for the lift station and sewer pipe across Lots 2 and 3 is appropriate.

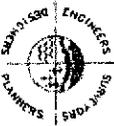
The foregoing demonstrates that the above described real properties, now being incorporated within the proposed plat of Frauenshuh Third Addition, are burdened by the easements requested to be vacated; and furthermore, that suitable replacement substitute easements, in favor of the city, are provided in said plat. Based upon the foregoing, the city council may choose to grant the Application for Vacation of Easements by resolution in the form accompanying this memorandum.

SHUMAN WOODS

MANOR

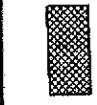
1421
R.T. DOC. NO. 2578635
1228 371174

71174
7-23
19.50
34.50
4
18.00



SATHRE-BERQUIST, INC.

LAKE MINNETONKA
ST. ALBANS BAY
MINNETONKA
VACATED STREET



Denotes drainage and utility easement per plat of GREIF ADDITION to be vacated

1999 May 14
Sathre-Bergquist, Inc.
11555 13th Ave S
Burnsville, MN 55337
Tel: 952-895-1100

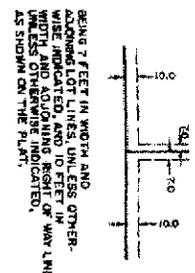
BEING 7 FEET IN WIDTH AND
ADJOINING LOT LINES, UNLESS OTHER-
WISE INDICATED AND ON RIGHT OF WAY LINES
UNLESS OTHERWISE INDICATED,
AS SHOWN ON THE PLAT.

THE BASIS FOR THE BEARING SYSTEM IS ASSUMED
DENOTES 1/2 INCH BY 1/4 INCH IRON PIPE SET
AND MARKED BY LICENSE NO. 17524.

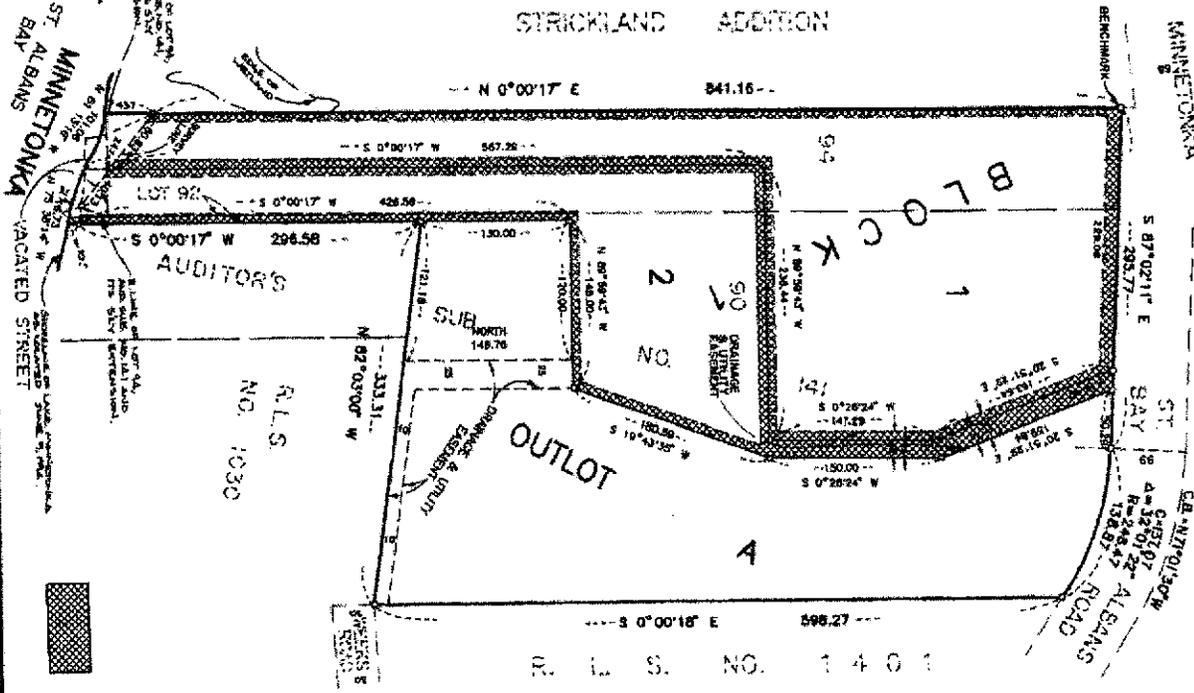
BEARING, TOP OF IRON PIPE, NW CORNER OF
LOT 1, BLOCK 1, SHUMAN WOODS,
ELEVATION, 527.40 FT.

ELEVATION OF LAKE MINNETONKA = 528.00 FT.
AS OF JUNE 9, 1994.

ALL ELEVATIONS ARE BASED ON THE NATIONAL
GEODETIC VERTICAL DATUM OF 1983.



DRAINAGE AND UTILITY EASEMENTS ARE
SHOWN IN THIS



STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me as the
Notary Public for the County of Hennepin, Minnesota, by the
persons whose names are subscribed to the foregoing instrument
this 11th day of December, 1999.

[Signature]
Notary Public

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me as the
Notary Public for the County of Hennepin, Minnesota, by the
persons whose names are subscribed to the foregoing instrument
this 11th day of December, 1999.

[Signature]
Notary Public

STATE OF MINNESOTA
COUNTY OF HENNEPIN

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Notary Public for the County of Hennepin, Minnesota, by the
persons whose names are subscribed to the foregoing instrument
this 11th day of December, 1999.

[Signature]
Notary Public

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COUNTY OF HENNEPIN

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Notary Public for the County of Hennepin, Minnesota, by the
persons whose names are subscribed to the foregoing instrument
this 11th day of December, 1999.

[Signature]
Notary Public

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COUNTY OF HENNEPIN

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Notary Public for the County of Hennepin, Minnesota, by the
persons whose names are subscribed to the foregoing instrument
this 11th day of December, 1999.

[Signature]
Notary Public

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me as the
Notary Public for the County of Hennepin, Minnesota, by the
persons whose names are subscribed to the foregoing instrument
this 11th day of December, 1999.

[Signature]
Notary Public

GREENWOOD JURISDICTION
The plat of SHUMAN WOODS was approved and accepted by the
Board of the City of Greenwood, Minnesota, on this 11th day of
December, 1999, and the same was duly recorded in the
County of Hennepin, Minnesota, on this 11th day of December,
1999, and the same is hereby certified to be a true and
correct copy of the original as the same appears on the
records of the City of Greenwood, Minnesota.

[Signature]
City Clerk

STATE OF MINNESOTA
COUNTY OF HENNEPIN

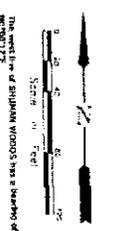
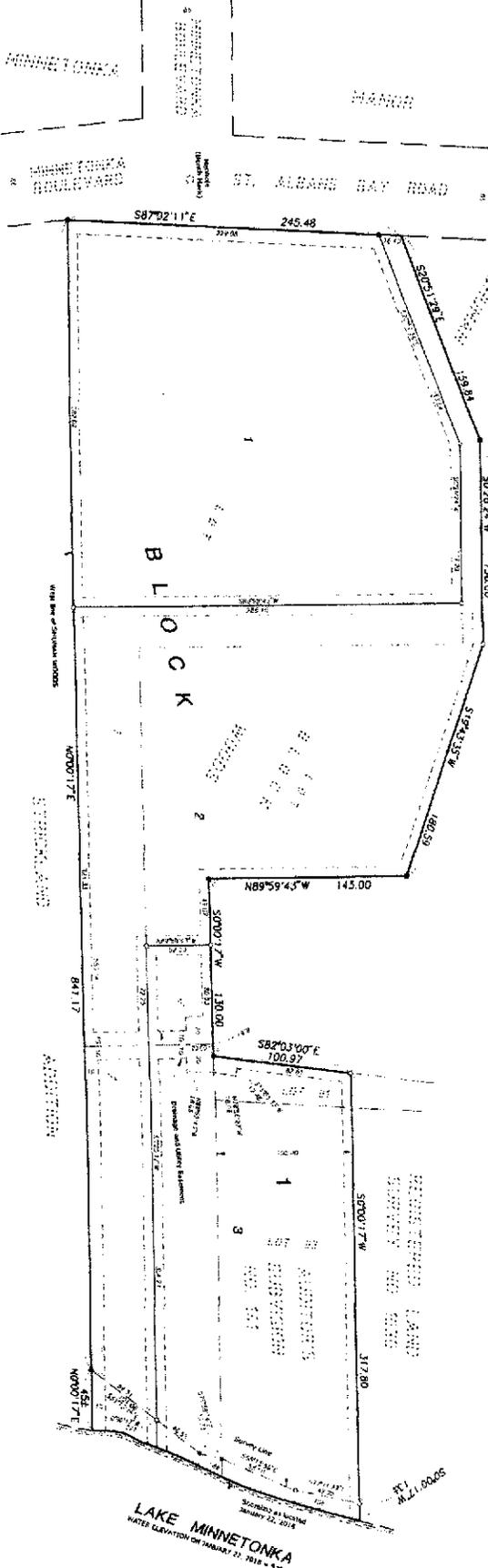
The foregoing instrument was acknowledged before me as the
Notary Public for the County of Hennepin, Minnesota, by the
persons whose names are subscribed to the foregoing instrument
this 11th day of December, 1999.

[Signature]
Notary Public

Exhibit C

FRAUENSHUH THIRD ADDITION

R.I. DOC. NO.



The west line of SHULMAN WOODS has a bearing of N00°07'17\"/>

KNOW ALL PERSONS BY THESE PRESENTS, That John E. Gurne and Bridgett E. Gurne, husband and wife, the owners of the following described property situated in the County of Hennepin, State of Minnesota, to-wit:

Lot 1, Block 1, SHULMAN WOODS.

and that David Weirich and Heidi Joan Truhan, husband and wife, the owners of the following described property situated in the County of Hennepin, State of Minnesota, to-wit:

Lot 2, Block 1, STONYME WOODS.

John E. Gurne
 Bridgett E. Gurne
 David Weirich
 Heidi Joan Truhan

2) Whereas said DAVID WEIRICH and HEIDI JOAN TRUHAN, husband and wife, have previously on this 28th day of _____, 2013, by their joint and several acts and by their joint and several acts, have caused their names to be placed in the public records of the County of Hennepin, State of Minnesota, to-wit:

ANTHONY DAVID TRANSPARENT RECORDABLE TRUST (NINTEEN) DECEMBER 23, 2011

By _____, Attorney at Law
 Matthew Duane Franziska, Trustee

John E. Gurne and Bridgett E. Gurne, husband and wife, do hereby certify that the above and foregoing is a true and correct copy of the original instrument as the same appears in the public records of the County of Hennepin, State of Minnesota, and that the same is a true and correct copy of the original instrument as the same appears in the public records of the County of Hennepin, State of Minnesota.

CITY COUNCIL, CITY OF MINNETONKA, MINNESOTA
 COUNTY OF DAVENIA
 This instrument was acknowledged before me on this _____ day of _____, 2013, by _____, City Clerk.

RESISTANCE AND REAL ESTATE SERVICES, Hennepin County, Minnesota
 I hereby certify that the above and foregoing is a true and correct copy of the original instrument as the same appears in the public records of the County of Hennepin, State of Minnesota.

RENDER AND ASSOCIATES, INC.
 Hennepin County, Minnesota
 I hereby certify that the above and foregoing is a true and correct copy of the original instrument as the same appears in the public records of the County of Hennepin, State of Minnesota.

Render and Associates, Inc.

1160482

Quit Claim Deed (Statutory Short Form)
Or Individual

Form No. 33-M

Miller-Davis Co., Minneapolis
Minnesota Uniform Conveyancing Blanks (Revised 1973)

1160482 4173055

Know All Men by these Presents, That the Grantor Vernon W.

Cafarella and Joan M. Cafarella, husband and wife,
County of Hennepin

and State of Minnesota, for and in consideration

of the sum of One Dollar and other good and valuable consideration ~~901.118~~,
to them in hand paid, do hereby convey and Quitclaim ~~an~~ an easement for a public
sewer to the City of Greenwood, a Minnesota municipal corporation,
of Hennepin County, State of Minnesota

as Grantee, the Real Estate, situate in the County of Hennepin, State of Minnesota,
described as follows, to-wit:

G39-26 A 20 foot perpetual easement for sanitary sewer purposes over,
under and across the following described property:

The West 100 feet of Lots 91 and 93, Auditor's
Subdivision Number One Hundred and Forty-one (141),
Hennepin County, Minnesota, according to the plat
thereof on file or of record in the office of the
Register of Deeds in and for said Hennepin County.

The centerline of said easement is described as follows:

Commencing at the northeast corner of Lot 95, said
Auditor's Subdivision; thence on an assumed bearing
of North, along the west line of Lot 96, said
Auditor's Subdivision, a distance of 20.00 feet;
thence on a bearing of East a distance of 20.00
feet; thence on a bearing of South a distance of
100.00 feet; thence on a bearing of East a distance
of 263.00 feet, more or less, to the intersection
with the east line of said Lot 96; thence on a
bearing of North along said east line, a distance
of 227.65 feet; thence on a bearing of East a dis-
tance of 95.00 feet, to the point of beginning of
the centerline to be described, said point hereinafter
referred to as "Point B"; thence South 78 degrees,
56 minutes and 44 seconds East a distance of 125.00
feet and said centerline there terminating.

Together with a 40 foot perpetual easement for sanitary
sewer lift station purposes over, under and across the first
above described property. The centerline of said easement
is described as follows:

Beginning at the above mentioned "Point B"; thence
South 78 degrees, 56 minutes and 44 seconds East a
distance of 20.00 feet and said centerline there
terminating.

19-91000-3471
KS
BY LOT 93, CITY 3/11/04
TRANSFER ENTERED
OCT 29 1975

FINANCE DIVISION
HENNEPIN COUNTY, MINN.
BY *[Signature]*

1160482

Dated at Maple this 29th day of Sept, 1975.

Vernon W. Cafarella
Vernon W. Cafarella
Joan M. Cafarella
Joan M. Cafarella

The undersigned mortgagee hereby consents to the above easement.



MIDWEST FEDERAL SAVINGS & LOAN ASSOCIATION

BY D. Shiner
Assistant Vice President

Wm. Blum
Assistant Secretary

State of Minnesota, } ss.
County of Hennepin

The foregoing instrument was acknowledged before me this 29th day of September, 1975, By Vernon W. Cafarella and Joan M. Cafarella, husband and wife

THIS INSTRUMENT WAS DRAFTED BY
KELLY AND LARSON
351 Second Street (Name)
Excelsior, Minn. 55331 (Address)

Dale A. Doerr
DALE DOERR
NOTARY PUBLIC, MINNESOTA
HENNEPIN COUNTY
My Commission Expires Aug. 11, 1982

1160482

Tax statement for Real Property described herein shall be sent to: Midwest Federal Savings & Loan

City of Greenwood
359 Third Street
Excelsior, Minnesota 55331
CITY STATE ZIP CODE

No. 10034—Certificate of Acknowledgment—By Corporation Miller-Davis Co., Minneapolis, Minn.

State of MINNESOTA
County of HENNEPIN

On this 11th day of August, 1975

before me, a Notary Public within and for said County personally appeared J. S. Thimell and Vernon B. Nyberg to me personally known, who, being each by me duly sworn, they did say that they are respectively the Assistant Vice President and the Assistant Secretary of Midwest Federal Savings & Loan Association, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said J. S. Thimell and Vernon B. Nyberg acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
NOTARY PUBLIC, MINNESOTA
My Commission Expires Feb. 14, 1981

4173055

OFFICE OF REGISTER OF DEEDS
STATE OF MINNESOTA
COUNTY OF HENNEPIN

I hereby certify that the within instrument was filed for record in this office on the 29 day of Oct. A.D. 1975 at 11:50 o'clock A.M. and was duly recorded in Book 4173055 of Hennepin County Records

4173055

REGISTER OF DEEDS
COUNTY OF HENNEPIN

[Handwritten signature]

29 OCT 30 1975 *
29 OCT 30 1975 *
*000300
*000300 *

Minnesota Form No. 14-16
Doc. 1160482
REGISTERED
QUIT CLAIM DEED
(Statutory Short Form)
By Individual

TO
OFFICE OF REGISTRAR OF TITLES
STATE OF MINNESOTA
COUNTY OF HENNEPIN
I hereby certify that the within instrument is a
filed in this office on the

28 day of November A.D. 1975 at
3:15 o'clock
By [Handwritten signature]
REGISTER OF TITLES

Taxes paid and Transfer entered this
day of
County Auditor
Deputy

Your statements for the real property described in this instrument should be sent to:
Name
Address
067-291975

NOV 13 1975
BOX 121

[Handwritten notes and signatures at the bottom of the page]

1093947

Quit Claim Deed
Individual to Corporation.

Form No. 26-M.

Miller-Devis Co., Minneapolis, Minn.
Minnesota Uniform Conveyance Blanks (1931).

1093947

This Indenture.

Made this 28th day of Aug., 1978,
between Susan Mary Shuman Okie and Richardson B. Okie, her husband; Varnon W. Cafarella and Joan M. Cafarella, husband and wife

of the County of Hennepin and State of Minnesota
parties of the first part, and the Village of Greenwood, a Municipal
corporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of
One Dollar and other good and valuable consideration to ~~them~~
in hand paid by the said party of the second part, the receipt whereof is
herby acknowledged, do hereby Grant, Bargain, Quitclaim, and Convey unto the said party of
the second part, its successors and assigns, forever, all the tract or parcel of land lying and being
in the County of Hennepin and State of Minnesota, described as follows, to-wit:

G38-26
Cert. 371174

38) A 40 foot temporary construction easement and a
20 foot perpetual easement for sanitary sewer purposes
over, under and across the following described property:

Lots 90, 92 and 94, Auditor's Subdivision Number
One Hundred and Forty-one (141), Hennepin County,
Minnesota, and that part of the vacated street
lying South of said Lot 94, and between extensions
Southward of the East and West lines of said Lot;
according to the plat thereof on file or of record
in the office of the Register of Deeds in and for
said Hennepin County.

The centerline of both easements is described as follows:

Commencing at the northeast corner of Lot 95, said
Auditor's Subdivision; thence on an assumed bearing
of North, along the west line of Lot 96, said
Auditor's Subdivision, a distance of 20.00 feet;
thence on a bearing of East a distance of 20.00 feet;
thence on a bearing of South a distance of 100.00 feet,
to the beginning of the centerline to be described;
thence on a bearing of East a distance of 263.00 feet,
more or less, to the intersection with the west line
of said Lot 94; thence on a bearing of North, along
the west line of said Lot 94, a distance of 227.65
feet; thence on a bearing of East a distance of 45.00
feet to a point hereinafter referred to as "Point A";
thence continuing on a bearing of East a distance of
50.00 feet; thence South 78 degrees, 56 minutes and
44 seconds East a distance of 350.00 feet and said
centerline there terminating.

P.T.C.T.F.

TRANSFER ENTERED
AUG 10 1978
FINANCIAL DIVISION
HENNEPIN COUNTY, MINN.
C. J. Anderson
DEPUTY

****SEE ADDITIONAL DESCRIPTION ON ATTACHED SHEET****

State Deed Tax Due Hereon \$ Exempt

To Have and to Hold the Same, Together with all the hereditaments and appurtenances there-
unto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns,
Forever.

In Testimony Whereof, The said parties of the first part have hereunto set their
hands the day and year first above written.

[Signature]
[Signature]
[Signature]
As to 1
As to 2

Susan Mary Shuman Okie
Susan Mary Shuman Okie
1) Richardson B. Okie
Richardson B. Okie
Varnon W. Cafarella
Varnon W. Cafarella
2) Joan M. Cafarella
Joan M. Cafarella

1093947

Together with a 40 foot perpetual easement for sanitary sewer lift station purposes over, under and across the first above described property. The centerline of said easement is described as follows:

Commencing at the above mentioned "Point A"; thence on a bearing of East a distance of 30.00 feet, to the beginning of the centerline to be described; thence continuing on a bearing of East a distance of 20.00 feet; thence South 78 degrees, 56 minutes and 44 seconds East a distance of 20.00 feet and said centerline there terminating.

Also together with a 100 foot temporary construction easement for sanitary sewer lift station purposes over, under and across said first above described property. The centerline of said easement is described as follows:

Beginning at the above mentioned "Point A"; thence on a bearing of East a distance of 50.00 feet; thence South 78 degrees, 56 minutes and 44 seconds East a distance of 50.00 feet and said centerline there terminating.

Said temporary easements to expire December 31, 1972.

1093947

State of Minnesota

County of Hennepin Washington

On this 28th day of Aug, 1973, before me, a Notary Public within and for said County, personally appeared

Susan Mary Shuman Okie and Richardson B. Okie, her husband

to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that S.M.S. executed the same as their free act and deed.

THIS INSTRUMENT WAS DRAFTED BY QUATHWOL, ROETZ, OBERHAUSER & NOLAND Attorneys at Law (Name) 444 Second Street (Address) Excelsior, Minnesota 55331

FLETCHER G. DRISCOLL Notary Public, Washington County, Minn. My Commission Expires Aug. 20, 1976

Note: The blank lines marked "See Note" are for use when the instrument is executed by an attorney in fact.

No. 1003-Certificate of Acknowledgment

MILLER-DAYE CO., MINNEAPOLIS

STATE OF Minnesota

County of Hennepin

On this 4th day of December, A. D. 1973, before me, a notary public within and for said County, personally appeared

Vernon N. Cafarella and Joan M. Cafarella, husband and wife

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires

GARY A. THOMPSON NOTARY PUBLIC - MINNESOTA HENNEPIN COUNTY My Comm. Expires Aug. 24, 1978

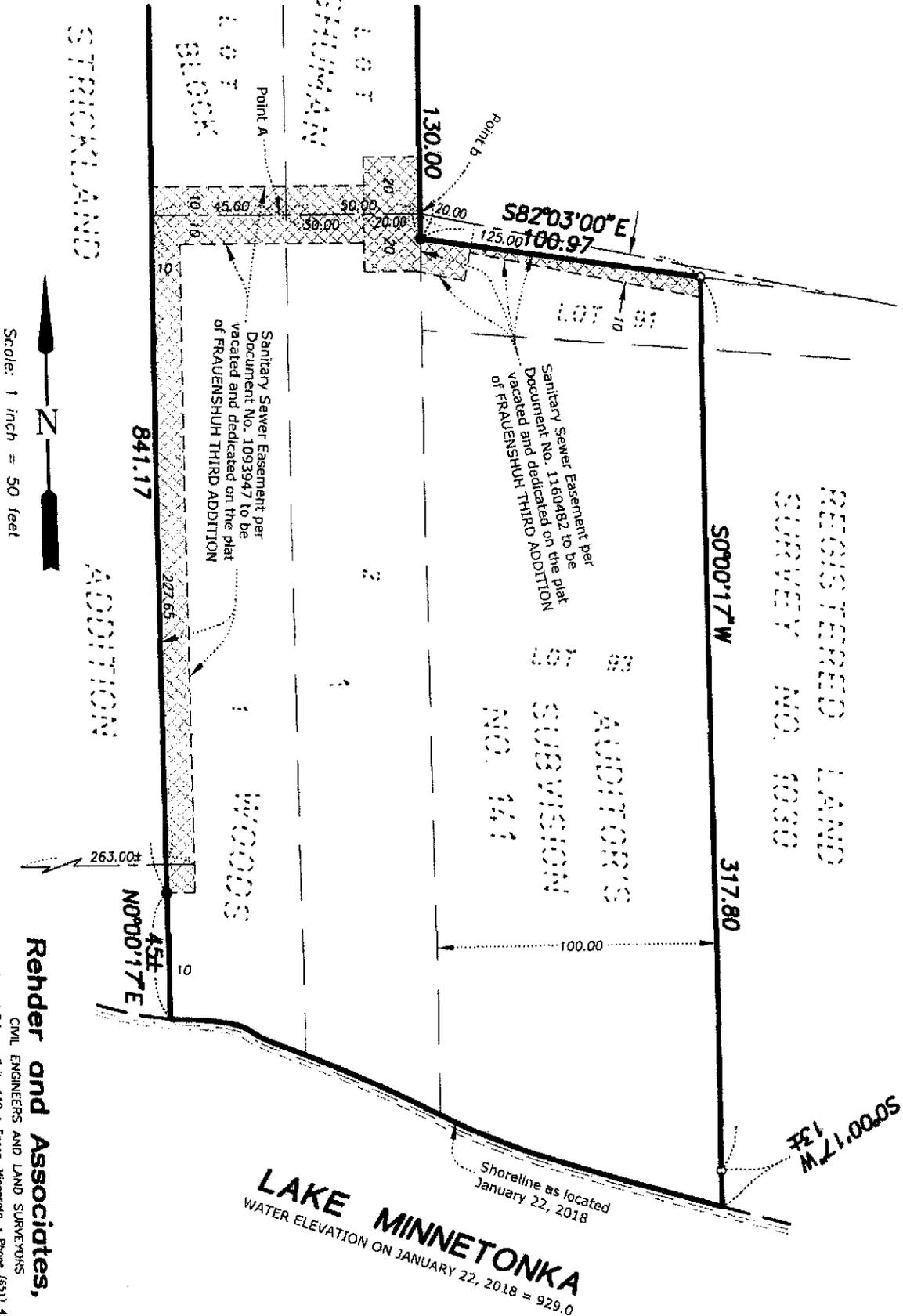
1093947

37117 REGISTERED VOLUNTARILY PAGE 371174

OFFICE OF REGISTRAR OF TITLES STATE OF MINNESOTA COUNTY OF HENNEPIN I hereby certify that the within instrument was filed in this office on the 10 day of DEC A.D. 1973 at 9:00 P.M. By [Signature] DEPUTY REGISTRAR OF TITLES

LC 10 1873 25

Easement Vacation Sketch for FRAUENSHUH THIRD ADDITION



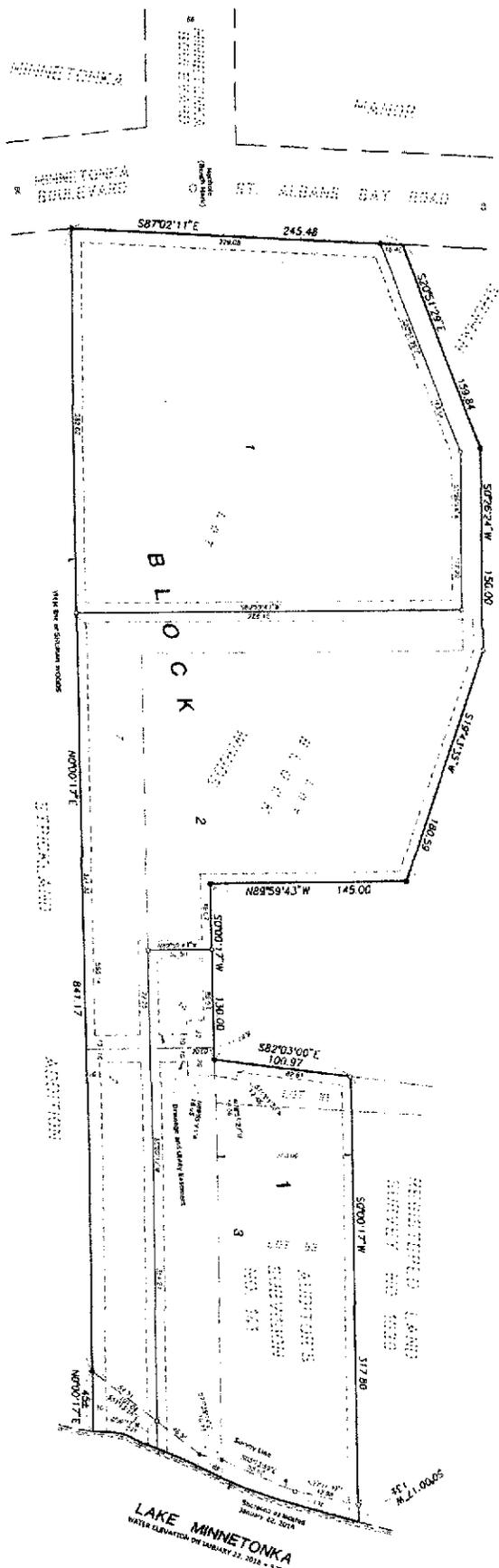
Scale: 1 inch = 50 feet



Rahder and Associates, Inc.
 CIVIL ENGINEERS AND LAND SURVEYORS
 3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 453-5051

FRAUENSHUH THIRD ADDITION

R.T. DOC. NO.



Collapsing and utility easements are shown
therein.

Goings 7 feet in width and adjoining lot lines and
sidings 10 feet in width and adjoining lot lines
from same construction existing on the plat.

Goings 7 feet in width and adjoining lot lines and
sidings 10 feet in width and adjoining lot lines
from same construction existing on the plat.

The plat of the Frauenshuh Third Addition is a showing of
the following:

- 1. The lot of 245.48' x 156.00'.
- 2. The lot of 145.00' x 130.00'.
- 3. The lot of 137.80' x 135'.

KNOWN ALL PERSONS BY THESE PRESENTS, that JOHN E. DUNN and BRIGITTE E. DUNN, husband and wife, the owners of the following described property, situated in the
County of Hennepin, State of Minnesota, do hereby certify that the following described property, situated in the
County of Hennepin, State of Minnesota, is the same as that described in the plat of the Frauenshuh Third Addition, dated December 29, 2011, and that the same is being
conveyed to the County of Hennepin, State of Minnesota, for the purpose of being added to the public park for public
use and enjoyment of the people of the County of Hennepin, State of Minnesota.

UNIT 2, BLOCK 1, SUBDIVISION KNOWN AS
THE FRAUENSHUH THIRD ADDITION, SITUATED IN THE
COUNTY OF HENNEPIN, STATE OF MINNESOTA.

THE SELLERS HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND THAT THEY HAVE THE RIGHT TO CONVEY THE SAME.

IN WITNESS WHEREOF, the said JOHN E. DUNN and BRIGITTE E. DUNN, husband and wife, have hereunto set their hand and the seal of the County of Hennepin, State of Minnesota, this 29th day of December, 2011.

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

I, the undersigned, Clerk of the County of Hennepin, State of Minnesota, do hereby certify that the foregoing described property, situated in the
County of Hennepin, State of Minnesota, is the same as that described in the plat of the Frauenshuh Third Addition, dated December 29, 2011, and that the same is being
conveyed to the County of Hennepin, State of Minnesota, for the purpose of being added to the public park for public
use and enjoyment of the people of the County of Hennepin, State of Minnesota.

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

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use and enjoyment of the people of the County of Hennepin, State of Minnesota.

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

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use and enjoyment of the people of the County of Hennepin, State of Minnesota.

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

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use and enjoyment of the people of the County of Hennepin, State of Minnesota.

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

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conveyed to the County of Hennepin, State of Minnesota, for the purpose of being added to the public park for public
use and enjoyment of the people of the County of Hennepin, State of Minnesota.

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

JOHN E. DUNN
BRIGITTE E. DUNN

County of Hennepin, Minnesota
County of Hennepin, Minnesota

Render and Associates, Inc.

1160482

Quit Claim Deed (Statutory Short Form)
By Individual

Form No. 33-M.

Miller-Davis Co., Minneapolis
Minnesota Uniform Conveyancing Blanks (Revised 1973)

1160482 4173055

Know All Men by these Presents, That the Grantor, Vernon W.

Cafarella and Joan M. Cafarella, husband and wife,
County of Hennepin

and State of Minnesota

of the sum of One Dollar and other good and valuable consideration ~~DOLLARS~~
to them in hand paid, do hereby Convey and Quitclaim to an easement for a public
sewer to the City of Greenwood, a Minnesota municipal corporation,
of Hennepin County, State of Minnesota,
as Grantee, the Real Estate, situate in the County of Hennepin, State of Minnesota,
described as follows, to-wit:

G39-26 A 20 foot perpetual easement for sanitary sewer purposes over,
under and across the following described property:

The West 100 feet of Lots 91 and 93, Auditor's
Subdivision Number One Hundred and Forty-one (141),
Hennepin County, Minnesota, according to the plat
thereof on file or of record in the office of the
Register of Deeds in and for said Hennepin County.

The centerline of said easement is described as follows:

Commencing at the northeast corner of Lot 95, said
Auditor's Subdivision; thence on an assumed bearing
of North, along the west line of Lot 96, said
Auditor's Subdivision, a distance of 20.00 feet;
thence on a bearing of East a distance of 20.00
feet; thence on a bearing of South a distance of
100.00 feet; thence on a bearing of East a distance
of 263.00 feet, more or less, to the intersection
with the east line of said Lot 96; thence on a
bearing of North along said east line, a distance
of 227.65 feet; thence on a bearing of East a dis-
tance of 95.00 feet, to the point of beginning of
the centerline to be described, said point hereinafter
referred to as "Point B"; thence South 78 degrees,
56 minutes and 44 seconds East a distance of 125.00
feet and said centerline there terminating.

Together with a 40 foot perpetual easement for sanitary
sewer lift station purposes over, under and across the first
above described property. The centerline of said easement
is described as follows:

Beginning at the above mentioned "Point B"; thence
South 78 degrees, 56 minutes and 44 seconds East a
distance of 20.00 feet and said centerline there
terminating.

19-91000-3471
KS
TRANSFER ENTERED
OCT 29 1975
FINANCE DIVISION
HENNEPIN COUNTY, MINN.
BY [Signature]

1160482

Dated at Minneapolis this 29th day of September, 1975,

Vernon W. Cafarella
Vernon W. Cafarella
Joan M. Cafarella
Joan M. Cafarella

The undersigned mortgagee hereby consents to the above easement.



MIDWEST FEDERAL SAVINGS & LOAN ASSOCIATION

By D. Thineer
Assistant Vice President

Vern Blum
Assistant Secretary

State of Minnesota, }
County of Hennepin } ss.

The foregoing instrument was acknowledged before me this 29th day of September, 1975, By Vernon W. Cafarella and Joan M. Cafarella, husband and wife

THIS INSTRUMENT WAS DRAFTED BY
KELLY AND LARSON
351 Second Street (Name)
Excelsior, Minn. 55551 (Address)

Dale A. Doerr
DALE DOERR
NOTARY PUBLIC, MINNESOTA
HENNEPIN COUNTY
My Commission Expires Aug. 11, 1982

1160482

Tax statement for Real Property described herein shall be sent to: Midwest Federal Savings & Loan
City of Greenwood
339 Third Street
Excelsior, Minnesota 55331
CITY STATE ZIP CODE

No. 10034—Certificate of Acknowledgment—By Corporation Miller-Davis Co., Minneapolis, Minn.

State of MINNESOTA }
County of HENNEPIN } ss. On this 11th day of August, 1975,
before me, a Notary Public within and for said County personally appeared
J. S. Thimell and Vernon B. Nyberg
to me personally known, who, being each by me duly sworn, they did say that they are respectively
the Assistant Vice President and the Assistant Secretary of
Midwest Federal Savings & Loan Association, the corporation named in the
foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by authority of its Board
of Directors and said J. S. Thimell and
Vernon B. Nyberg acknowledged said instrument to be the free act and deed of said
corporation.

Notary Public
NOTARY PUBLIC - MINNESOTA
By Commission Expires Feb. 24, 1981

4173055

OFFICE OF REGISTER OF DEEDS
STATE OF MINNESOTA
COUNTY OF HENNEPIN

I hereby certify that the within instrument
was filed for record in this office on the
29 day of OCT. A.D. 1975 at 11:50
o'clock A.M. and was duly recorded in Book
5, of Hennepin County Records
PAGE

4173055

REGISTER OF DEEDS
DEPUTY REGISTER OF DEEDS

29 OCT-3055 *000300 *
29 OCT-3055 *000300 *

Minnesota Form No. 19-M

Doc. 1160482
REGISTERED
QUIT CLAIM DEED
(Statutory Short Form)
By Individual

TO
OFFICE OF REGISTER OF TITLES
STATE OF MINNESOTA
COUNTY OF HENNEPIN
I hereby certify that the within instrument is
filed in this office on the

28 day of NOVEMBER A. D. 1975 at
3:15 o'clock P.M.

By [Signature]
REGISTER OF TITLES
DEPUTY REGISTER OF TITLES

Taxes paid and Transfer entered this
19 day of

County Auditor
Demsky

Tax statements for the real property
described in this instrument should be
sent to:

Address
OCT 29 1975

NOV 13 1975
BOX 121

Quit Claim Deed, Individual to Corporation.

Form No. 26-M.

Miller-Davis Co., Minneapolis, Minn. Minnesota Uniform Conveyancing Blanks (1931).

1093947

This Indenture.

Made this 28th day of Aug, 1978, between Susan Mary Shuman Okie and Richardson B. Okie, her husband; Vernon W. Cafarella and Joan M. Cafarella, husband and wife

of the County of Hennepin and State of Minnesota part. Les. of the first part, and the Village of Greenwood, a Municipal

corporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Quitclaim, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Hennepin and State of Minnesota, described as follows, to-wit:

638-26 Cert. 371174

38) A 40 foot temporary construction easement and a 20 foot perpetual easement for sanitary sewer purposes over, under and across the following described property:

Lots 90, 92 and 94, Auditor's Subdivision Number One Hundred and Forty-one (141), Hennepin County, Minnesota, and that part of the vacated street lying South of said Lot 94, and between extensions Southward of the East and West lines of said Lot; according to the plat thereof on file or of record in the office of the Register of Deeds in and for said Hennepin County.

The centerline of both easements is described as follows:

Commencing at the northeast corner of Lot 95, said Auditor's Subdivision; thence on an assumed bearing of North, along the west line of Lot 96, said Auditor's Subdivision, a distance of 20.00 feet; thence on a bearing of East a distance of 20.00 feet; thence on a bearing of South a distance of 100.00 feet, to the beginning of the centerline to be described; thence on a bearing of East a distance of 263.00 feet, more or less, to the intersection with the west line of said Lot 94; thence on a bearing of North, along the west line of said Lot 94, a distance of 227.65 feet; thence on a bearing of East a distance of 45.00 feet, to a point hereinafter referred to as "Point A"; thence continuing on a bearing of East a distance of 50.00 feet; thence South 78 degrees, 56 minutes and 44 seconds East a distance of 350.00 feet and said centerline there terminating.

P.T.C.T.F.

TRANSFER ENTERED DEC 10 1978 FINANCE DIVISION HENNEPIN COUNTY, MINN.

****SEE ADDITIONAL DESCRIPTION ON ATTACHED SHEET****

State Deed Tax Due Hereon \$ Exempt

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever.

In Testimony Whereof, The said parties of the first part ha.ve hereunto set their hands, the day and year first above written.

Witnesses: [Signatures]

Susan Mary Shuman Okie, Richardson B. Okie, Vernon W. Cafarella, Joan M. Cafarella

1093947

State of Minnesota,

County of Hennepin }
Washington

On this 28th day of Aug., 1973, before me, a Notary Public, within and for said County, personally appeared

Susan Mary Shuman Okie and Richardson B. Okie, her husband

to me known to be the person(s) described in, and who executed the foregoing instrument, and acknowledged that s/he/y executed the

same as their free act and deed (See Note)

THIS INSTRUMENT WAS DRAFTED BY
GRATHWOL, FLOITZ, OBERHAUSER & MOULAND
Attorneys at Law (Name)
444 Second Street (Address)
Excelsior, Minnesota 55331

Fletcher G. Driscoll
FLETCHER G. DRISCOLL
Notary Public, Notary Public, Washington County, Minn.
My Commission Expires Aug. 29, 1978
My commission expires _____, 19__

Note: The blank lines marked "See Note" are for use when the instrument is executed by an attorney in fact.

No. 1003—Certificate of Acknowledgment

HULLER-DAVIS CO., MINNEAPOLIS

STATE OF Minnesota }
County of Hennepin

On this 14 day of December, A. D. 1973, before me, a notary public, within and for said County, personally appeared

Vernon W. Cafarella and Joan M. Cafarella, husband and wife

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that s/he/y executed the same as their free act and deed

My commission expires _____

GARY A. THOMPSON
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Comm. Expires Aug. 24, 1978

1093947

3711 REGISTERED VOL. 1227, PAGE 30177

OFFICE OF REGISTRAR OF TITLES
STATE OF MINNESOTA
COUNTY OF HENNEPIN
I hereby certify that the within instrument was filed in this office on the 10 day of DEC A.D. 1973 at P.M.
O'Clock
By _____
REGISTRAR OF TITLES
DEPUTY REGISTRAR OF TITLES

CC 10 1873
25

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GREENWOOD, MINNESOTA

APPROVING APPLICATION FOR VACATION OF EASEMENTS

In Re: The Application of Leslie J. Adams, attorney-at-Law, on behalf of Matthew D. Frauenshuh, et. al.; John and Bridget Dunn; and Daniel Wetterlin and Mona Inman, owners of Lot 1, Block 1, Shuman woods, Lot 2, Block 1, Shuman woods, and The West 100 feet of Lots 91 and 93, Auditor's Subdivision No. 141, Hennepin County, Minnesota, respectively, for vacation of easements of record in conjunction with the approval of the final plat of Frauenshuh Third Addition, Hennepin County, Minnesota.

RECITALS

WHEREAS, Applicant Leslie J. Adams, attorney-at-Law, on behalf of Matthew D. Frauenshuh, et. al.; John and Bridget Dunn; and Daniel Wetterlin and Mona Inman, owners of Lot 1, Block 1, Shuman woods, Lot 2, Block 1, Shuman woods, and The West 100 feet of Lots 91 and 93, Auditor's Subdivision No. 141, Hennepin County, Minnesota, respectively, seeks vacation of the following easements of record:

(1) all drainage and utility easements within Lots 1 and 2, Block 1, SHUMAN WOODS, Hennepin County, Minnesota;

(2) that part of the easement for sanitary sewer purposes in favor of the City of Greenwood described in Quit Claim Deed dated September 29, 1975, filed of record October 29, 1975, as Hennepin County Document No. T1160482 which lies within Lots 1 and 2, Block 1, SHUMAN WOODS, according to the recorded plat thereof, Hennepin County, Minnesota; and

(3) that part of the easement for sanitary sewer purposes in favor of the City of Greenwood described in Quit Claim Deed dated August 28, 1978, filed of record December 10, 1973, as Hennepin County Document No. T1093947 which lies within The West 100 feet of Lots 91 and 93, Auditor's Subdivision No. 141, Hennepin County Minnesota,

in conjunction with the approval of the final plat of Frauenshuh Third Addition; and

WHEREAS, the city has approved the preliminary and final plat of Frauenshuh Third Addition; and

WHEREAS, the City Council has received the staff report, the report of the city attorney, and the report of the city engineer, and considered the application and the comments of the applicant and the public; and

WHEREAS, the above described real properties are burdened by the above described easements; and

WHEREAS, the final plat of Frauenshuh Third Addition, when filed of record, continues and preserves the city interest in said easements by rededication thereof, in form acceptable to the city; and

WHEREAS, said rededication makes the above described easements, now requested to be vacated, redundant and no longer necessary in the interest of the public health, safety, and welfare; and

WHEREAS, the council in its discretion has determined, based upon the foregoing Recitals, that the vacation of said easements will benefit the public interest because easements of like equal quality, character and public benefit are included in the approved final plat of Frauenshuh Third Addition, Hennepin County, Minnesota.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA AS FOLLOWS:

That said Application for vacation of easements is hereby granted and the easements described as follows are hereby vacated:

(1) all drainage and utility easements within Lots 1 and 2, Block 1, SHUMAN WOODS, Hennepin County, Minnesota;

(2) that part of the easement for sanitary sewer purposes in favor of the City of Greenwood described in Quit Claim Deed dated September 29, 1975, filed of record October 29, 1975, as Hennepin County Document No. T1160482 which lies within Lots 1 and 2, Block 1, SHUMAN WOODS, according to the recorded plat thereof, Hennepin County, Minnesota; and

(3) that part of the easement for sanitary sewer purposes in favor of the City of Greenwood described in Quit Claim Deed dated August 28, 1978, filed of record December 10, 1973, as Hennepin County Document No. T1093947 which lies within The West 100 feet of Lots 91 and 93, Auditor's Subdivision No. 141, Hennepin County Minnesota.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are, upon receipt of satisfactory evidence of recording of the final plat of Frauenshuh Third Addition, Hennepin County, Minnesota, authorized to sign all documents necessary to effectuate the intent of this resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA THIS
6th DAY OF MARCH, 2019.

_____ Ayes, _____ Nays

CITY OF GREENWOOD

ATTEST:

By _____
Debra J. Kind, Mayor

Dana Young,
City Clerk/Administrator

1\RESOLU. Frauenshuh Third Addition Easement Vacation

RESOLUTION NO 11-19

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA
ACTING AS THE BOARD OF APPEALS & ADJUSTMENTS

APPROVING

IN RE: The application of Lesley J. Adam for approval of a Final Plat pursuant to Greenwood ordinance code Section 600.15 for the plat named Frauenshuh Third Addition, pursuant to Greenwood ordinance code section 600.15.

RECITALS

WHEREAS, Applicant Lesley J. Adam (hereinafter 'Applicant') represents John and Bridgette Dunn, Daniel Wetterlin and Mona Jean Inman, and the Matthew D Frauenshuh Trust, the respective owners of real property commonly known as 4940 St. Albans Bay Road, Greenwood, Minnesota 55331 (PID No. 26-117-23-41-0048), 4950 St. Albans Bay Road, Greenwood, Minnesota 55331 (PID No. 26-117-23-41-0049), and 5155 Weeks Road, Greenwood, Minnesota 55331 (PID No. 26-117-23-41-0009), respectively.

WHEREAS, Applicant has submitted an application for a Preliminary Plat for the above-named properties; and

WHEREAS, the real property at 4940 St. Albans Bay Road is legally described as follows:

LOT 1, SHUMAN WOODS, HENNEPIN COUNTY, MINNESOTA. (hereinafter "Lot 1")

; and

WHEREAS, the real property at 4950 St. Albans Bay Road is legally described as follows:

LOT 2, SHUMAN WOODS, HENNEPIN COUNTY, MINNESOTA. (hereinafter "Lot 2")

; and

WHEREAS, the real property at 5155 Weeks Road is legally described as follows:

THE WEST 100 FEET OF LOTS 91 AND 93, AUDITOR'S SUBDIVISION NO. 141, HENNEPIN COUNTY, MINNESOTA. (hereinafter "Lot 3")

; and

WHEREAS, Applicant has legal authority to act on behalf of the above-named owners and make the application for a preliminary plat to reconfigure the property lines of Lot 1, Lot 2 and Lot 3; and

WHEREAS, notice of a public hearing for Preliminary Plat was published, a public hearing was held, and public comment was taken at the public hearing before the planning commission on December 12, 2018; and

WHEREAS, the city council of the city of Greenwood approved the Preliminary Plat on January 2, 2019; and

WHEREAS, the city council of the city of Greenwood has received the staff report, and considered the application, the comments of the applicant and the comments of the public.

NOW, THEREFORE, the city council of the city of Greenwood, Minnesota does hereby make the following:

FINDINGS OF FACT

1. The foregoing Recitals are adopted as if set out here at in full.
2. That Lot 1, the real property commonly known as 4940 St. Albans Bay Road, Greenwood, Minnesota 55331 (PID No.

26-117-23-41-0048), and Lot 2, the real property commonly known as 4950 St. Albans Bay Road, Greenwood, Minnesota 55331 (PID No. 26-117-23-41-0049), and Lot 3, the real property commonly known as 5155 Weeks Road, Greenwood, Minnesota 55331 (PID No. 26-117-23-41-0009), are lots of record located within the Greenwood R-1 district.

3. In conformance with the requirements of Greenwood ordinance code section 600.15, the applicant has submitted an application for Final Plat for the plat to be named "Frauenshuh Third Addition."
4. The Final Plat document shows locations and dimensions of proposed Lot 1, Lot 2, and Lot 3 which conform to the approved Preliminary Plat.
5. The request complies with the criteria in Greenwood ordinance code, to-wit:
 - (a) The properties meet the minimum lot size and setback requirements for the zoning district as outlined in Section 1120.05;
 - (b) The proposed subdivision would not create or intensify any nonconformities;
 - (c) The proposed subdivision would eliminate the lake yard flag lot nonconformity for Lot 1;
 - (d) The proposed subdivision would eliminate the west side yard setback nonconformity for Lot 3.
 - (e) The proposed subdivision will not negatively impact the public health, safety and general welfare.
6. No conditions were imposed on the approval of the Preliminary Plat request.

CONCLUSIONS OF LAW

Based upon the foregoing findings of fact, the city council makes the following conclusions of law:

The Applicant has made an adequate demonstration of facts for a subdivision meeting the standards of section 600.15 necessary for granting approval of a Final Plat and therefore the application for Final Plat for the plat known as "Frauenshuh Third Addition" should be approved.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Greenwood, Minnesota:

That the application of Lesley J. Adam for Final Plat pursuant to Greenwood ordinance code section 600.15 for the plat known as "Frauenshuh Third Addition", is APPROVED..

PASSED this 6th day of March, 2019 by the city council of the city of Greenwood, Minnesota.

___ AYES ___ NAYS

CITY OF GREENWOOD

By: _____
Debra J. Kind, Mayor

Attest: _____
Dana Young, City Clerk



Agenda Number: **7B**

Agenda Date: **03-04-19**

Prepared by Dale Cooney

Agenda Item: Consider: Res 12-19, Findings for Conditional Use Permit Request, Todd and Amy Wilkinson for 21800 Byron Circle Street. Consider: Res 14-19, Findings for Variance Request, Todd and Amy Wilkinson for 21800 Byron Circle Street.

Summary: Copies of the application materials and staff report are attached reference. Notice of the public hearing was published in the Sun-Sailor newspaper on 01-31-19. The planning commission held a public hearing at their 02-13-19, meeting. The planning commission considered public comment, applicant's comments, application materials, and staff reports when making their recommendation (see planning commission action below). The city council must incorporate city code section 1155.10 variance criteria, and 1150.20 conditional use permit criteria as well as any conditions in the motion.

Planning Commission Action: Motion by Lucking to approve the plan based on the recommendation and findings of staff with the condition that the erosion grid will be used where practical. Motion was seconded by Barta. Motion carried 4-0.

Key Dates:

Application complete:	February 4, 2019
Notice of Public Hearing published:	January 31, 2019
Planning Commission Public Hearing:	February 13, 2019
City Council Consideration:	March 6, 2019
60-Day Deadline:	January 29, 2019
120-Day Deadline:	March 30, 2019

Council Action: The city council must take action by 03-30-19. Possible motions ...

1. I move the city council adopts resolution 12-19 laying out the findings of fact **APPROVING** the conditional use permit request of Todd and Amy Wilkinson for 21800 Byron Circle Street, as proposed. I further move that the city council adopts resolution 14-19 laying out the findings of fact **APPROVING** the variance requests of Todd and Amy Wilkinson for 21800 Byron Circle Street, as proposed. I further move the council directs the city clerk to mail a copy of the findings to the applicant and the DNR, and place an Affidavit of Mailing for each of the mailings in the property file.
2. I move the city council directs staff to draft **FINDINGS FOR DENIAL** of the conditional use permit and variance requests of Todd and Amy Wilkinson, 21800 Byron Circle Street, to be considered at a special meeting on _____, 2019.

Note: MN statute 15.99 requires a council decision within 60 days. The council may approve or modify a request based on verbal findings of fact and the applicant may proceed with their project. However, if the council denies the request, the council must state in writing the reasons for denial at the time that it denies the request. The council may extend the 60-day time limit by providing written notice to the applicant including the reason for the extension and its anticipated length (may not exceed 60 additional days unless approved by the applicant in writing).



Agenda Item: Public hearing to consider request of Todd and Amy Wilkinson for 21800 Byron Circle for a conditional use permit to install retaining walls within the lake yard setback and to regrade the lake yard areas of the property, and a variance request to rebuild and reconfigure a stairway and retaining walls within the bluff impact zone.

Summary: Todd and Amy Wilkinson, property owners at 21800 Byron Circle are requesting a variance and a conditional use permit in order to reconstruct a stairway, walls and retaining walls and regrade areas of the lake yard of their property. The house was built in 1910, according to Hennepin County records, and there are a number of nonconformities within the lake yard. The house sits atop a significant bluff and the proposed grading and improvements would take place within the bluff or bluff impact zone.

Conditional Use Permit:

Section 1140.19 (2) of the zoning code requires a conditional use permit for any the grading or site/lot topography alteration request that increases or decreases the average grade (existing compared to final conditions) by more than 1 foot in any 300 square foot area. The proposal exceeds these limitations. The most significant alteration would come from the reconfiguring of the existing stairway from a switch-back to a more graduated stairway running across the bluff. Other impacted areas would include the strategic location of new walls to prevent erosion and the replacement or reconfiguration of existing walls.

Section 1176.04, Subd. 7 of the zoning code states that retaining walls shall not be placed within the shore setback zone without a conditional use permit.

Variance:

The proposed improvements are within the bluff impact zone. Bluff impact zones are defined as the bluff and land located within 20 feet from the top of a bluff. Grading and retaining walls within the bluff areas is severely restricted. A variance is required to construct new walls, or to reconfigure existing walls.

Section 1176 of the zoning code, the Shoreland Management District, regulates improvements within the bluff impact zones. Section 1176.04 Subd. 5. States that structures and accessory facilities, except stairways and landings, must not be placed within bluff impact zones.

Section 1176.04, Subd. 8 states of the zoning code states that stairways and lifts shall meet the following design requirements: 1. Stairways and lifts shall not exceed 4 feet in width; 2. Landings for stairways and lifts shall not exceed 32 square feet in area. Landings larger than 32 square feet shall require a conditional use permit; 3. Canopies or roofs shall not be allowed on stairways, lifts, or landings; 4. Stairways, lifts, and landings may be either constructed above the ground on posts or pilings, or placed into the ground, provided they are designed and built in a manner that ensures control of soil erosion. 5. Stairways, lifts, and landings shall be located in the most visually inconspicuous portions of lots, as viewed from the surface of the public waters assuming summer, leaf-on conditions, whenever practical.

It is the opinion of staff that the code permits replacing the existing stairs with the proposed stairs in the new location. The areas of the stairs that are to be abandoned must be returned to a natural bluff state. Any new walls or reconfigured walls would need to be approved via a variance.

Discussion: The bluff impact zone has already been heavily disturbed, and clearly some maintenance is required. The reconfiguration of the stairway, while intrusive, also makes sense. The walls for the stairs will need to be rebuilt, and now is the time to make the stairway more functional. Staff has no objection to the minor reconfiguration and repair of the existing retaining walls that are still in place and functioning. However, staff would not be supportive of the reestablishment of failed retaining walls, or the creation of any new retaining walls or outcroppings within the bluff. (See *staff attachment of site plan with recommended changes.*)

The northern portion of the bluff contains a number of failed retaining walls. Staff does not support rebuilding these retaining walls, but rather returning the bluff to a more natural state in this area. If the applicants wish to provide erosion control, it should be provided by non-structural solutions to stabilize the slope.

Other Items:

Stormwater Mitigation: Section 1140.17 requires stormwater mitigation for increased impervious surface coverage of 200 square feet or more over existing conditions that do not drain directly to the lake or a wetland area. The project proposes to expand impervious areas by 863 square feet, but that expansion would drain towards Lake Minnetonka. Therefore, no stormwater mitigation would be required.

Staff Recommendation for Conditional Use Permit Request:

Staff recommends approval of the conditional use permit request of Todd and Amy Wilkinson for 21800 Byron Circle to install retaining walls within the lake yard setback and to regrade the lake yard areas of the property in conjunction with the retaining walls, as proposed. Staff findings based on the CUP review criteria found in city code section 1155.20:

- a) The proposed use will comply with the regulations specified for the R-1 zoning district.
- b) The use is one of the conditional uses permitted for the R-1 zoning district.
- c) The use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare of the neighborhood or city.
- d) The proposed use will be harmonious with the objective(s) of the comp plan, particularly the objective of: Maintaining the overall pattern of drainage from the property and not increasing stormwater runoff.
- e) The use will not be hazardous or disturbing to existing or future neighboring uses.
- f) The use will be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, sewer, schools, or will be served adequately by such facilities and services provided by the persons or agencies responsible for the establishment of the proposed use.
- g) The use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.
- h) The use will not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.
 - a. The use will have vehicular approaches to the property that do not create traffic congestion or interfere with traffic on surrounding public thoroughfares.
 - b. The use will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.
 - c. The use will not depreciate surrounding property values.

Staff Recommendation for Variance Request:

Staff recommends approval with conditions of the variance request of Todd and Amy Wilkinson for 21800 Byron Circle to rebuild and reconfigure a stairway and retaining walls within the bluff impact zone, as proposed.

The approval is conditioned that:

- 1. The failing retaining walls on the northern portion of the bluff are not replaced.
- 2. Except for the reconfigured stairway, no new retaining walls or outcroppings are to be installed in the bluff.
- 3. Any erosion control should be provided by non-structural solutions to stabilize the slope.
- 4. The applicants adhere to the recommendations of the city engineer.
- 5. Applicant may be required to obtain a Minnehaha Creek Watershed District permit for aspects of the project including, but not limited to, erosion control.

The recommendation is based on the following findings:

- a) The variance, if granted, will be in harmony and keeping with the spirit and intent of the zoning ordinance. The purpose of the ordinance is to preserve the economic and natural environmental values of shorelands, and provide for the wise utilization of waters and related land resources. The applicant is intending to replace legal nonconforming walls within the bluff impact zone, which would maintain the existing conditions on the property today.
- b) The variance, if granted, will be consistent with the comprehensive plan which serves to protect slopes greater than 30% as permanent open space.
- c) Though the property owner's proposed *manner of use* of the property is not permitted by the zoning ordinance without a variance, the proposed *manner of use* is reasonable because: it maintains the legal nonconforming conditions that exist on the property today, with slight alterations to the alignment of some retaining walls. In

general, the retaining walls are old and in need of repair.

- d) The plight of the landowner-applicant is due to circumstances unique to the property and not created by the landowner because: the house was built in 1910 according to Hennepin County Records, and all indications are that the construction of the walls within the bluff impact zone predates the city zoning ordinance, and are legal nonconforming.
- e) The variance, if granted, will not alter the essential character of the locality, because: the proposal will be repairing and replacing retaining walls that are existing conditions on the property.
- f) The variance, if granted, will not:
 - i. Impair an adequate supply of light and air to adjacent property;
 - ii. Unreasonably increase the congestion in the public street;
 - iii. Increase the danger of fire or endanger the public safety; or
 - iv. Unreasonably diminish or impair established property values within the neighborhood or in any way be contrary to the intent of this ordinance.

Conditional Use Permit Application



Person completing form: Property Owner Builder / Architect
 If you prefer to complete this form electronically, it is available at www.greenwoodmn.com.

Date application submitted	11/19/18
Date application complete (office use only)	
Property address	21800 Byron Circle, Greenwood MN 55331
Property identification number (PID)	2611723340056
Property owner's current mailing address	21800 Byron Circle, Greenwood MN 55331
Names of all property owners	Todd and Amy Wilkinson
Cell phone and email of property owner(s)	952-212-4921; amywilkinson2@yahoo.com
Name of builder / architect (if any)	Luke Busker
Company name of builder / architect	Luke Busker Masonry
Cell phone and email of builder / architect	612-490-1037
Company address	PO Box 180, Roberts WI 54023
Present use of property	Homestead
Property acreage	0.73
Existing variances or conditional use permits	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – please attach a copy
Request is for	<input type="checkbox"/> New Construction <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input checked="" type="checkbox"/> Replace <input type="checkbox"/> Other:
The CUP is being requested to (e.g. install a swimming pool)	Retain hillside

Making your case for the grant of a conditional use permit: The planning commission shall make findings and recommendations to the city council. The council may then authorize a conditional use by resolution provided the evidence presented complies with the city conditional use permits ordinance section 1150 (view at city hall or at www.greenwoodmn.com). The council may impose such conditions and safeguards upon the premises benefited by a conditional use permit as may be necessary to maintain compatibility with other properties in the neighborhood. Examples of conditions include, but are not limited to: controlling size and location of use, regulating ingress and egress, controlling traffic flow, regulating off-street parking and loading areas, location of utilities, berming, fencing, screening, landscaping, restricting hours of operation, controlling noise, controlling lighting, controlling odors, and compatibility of appearance. Violation of such conditions and safeguards, when made part of the terms under which the conditional use permit is granted, shall be deemed a violation of this ordinance and punishable under section 1180 et seq.

Please answer each of the below questions:

Will the proposed use comply with the regulations specified in the ordinance for the district in which the proposed use is to be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please explain:
Is the proposed use one of the conditional uses permitted for the district in which it is to be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please explain:
Will the proposed use be detrimental to or endanger the public health, safety, comfort, convenience or general welfare of the neighborhood or city?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please explain:
Will the proposed use be harmonious with the objectives of the comp plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please explain:
Will the proposed use be hazardous or disturbing to existing or future neighboring uses?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please explain:

Will the proposed use be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, sewer, schools?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please explain:
Will the proposed use create excessive additional requirements at public cost for public facilities and services or be detrimental to the economic welfare of the community?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please explain:
Will the proposed use involve activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please explain:
Will the proposed use have vehicular approaches to the property that do not create traffic congestion or interfere with traffic on surrounding public thoroughfares?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please explain:
Will the proposed use result in the destruction, loss or damage of a natural, scenic or historic feature of major importance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please explain:
Will the proposed use unreasonably depreciate surrounding property values?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please explain:

The applicant(s) contacted the following regulatory bodies and will seek approvals if required:

(1) Lake Minnetonka Conservation District 952.745.0789 (2) Minnehaha Creek Watershed District 952.471.0590

Applicant's acknowledgement and signature(s): The undersigned hereby submits this application for the described action by the city and is responsible for complying with all city requirements with regard to this request. This application should be processed in my name, and I am the party whom the city should contact about this application. The applicant certifies that the information supplied is true and correct to the best of their knowledge. The undersigned also acknowledges that before this request can be considered and / or approved, all required information and fees must be paid to the city, and if additional fees are required to cover costs incurred by the city, the city has the right to require additional payment from one or more of the undersigned, who shall be jointly liable for such fees. An incomplete application will delay processing and may necessitate rescheduling the review timeframe. The application timeline commences once an application is considered complete when all required information and fees are submitted to the city. The applicant recognizes that they are solely responsible for submitting a complete application and that upon failure to do so, recognizes city staff has no alternative but to reject the application until it is complete or to recommend denial regardless of its potential merit. A determination of completeness of the application shall be made within 10 business days of the application submittal. A written notice of application deficiencies shall be mailed to the applicant within 10 business days of application. I am the authorized person to make this application and the fee owner has also signed this application.

Signature: Amy Wilkinson [Signature] Date: 11/19/18 Contractor

Property owner's acknowledgement and signature: The undersigned is the fee title owner of the page 1 described property. I acknowledge and agree to this application and further authorize reasonable entry onto the property by city staff, consultants, agents, planning commission members, and city council members for purposes of investigation and verification of this request.

Signature: Amy Wilkinson Date: 11/19/18 Owner

Note: If the property owner is different than the applicant, signatures from both the applicant and the property owner are required.

Conditional Use Permit Fee (nonrefundable)	\$400
Shoreland Management Review Fee (nonrefundable)	\$200
Total Amount Due (make check payable to the City of Greenwood)	\$600

For Office Use Only Fee Paid: Cash Check #: # Amy Amount \$ 600.00

Permit #	FORM #8 Return this document to City Hall
Receipt #	



Grading Permit Application

This form becomes a "permit" when city staff issues a permit number. If you prefer to complete this form electronically, it is available at www.greenwoodmn.com.

Property Owner(s)	Todd and Amy Wilkinson
Property Address	21800 Byron Circle, Greenwood MN 55331

Person completing this form: Grading Contractor Property Owner Builder / Architect
 This sheet is accompanied by a **Building Permit Application (Form #1)**: Yes (skip to section 2) No (complete section 1)

SECTION 1

Date Application Submitted	11/19/18
Property Owner's Mailing Address	21800 Byron Circle Greenwood MN 55331
Property Owner's Phone Number	952-212-4921
Property Owner's Email	
Contractor or Builder / Architect Name	Luke Busker Masonry
Contractor or Builder / Architect Address	PO Box 180 Roberts, WI 54023
Contractor or Builder / Architect Phone	612-490-1037
Contractor or Builder / Architect Email	Luke@lukebuskermasonry.com

SECTION 2

Total surface area to be moved, disturbed, cut, or filled (square feet)	6800
Total volume of soil or earth to be moved, disturbed, cut, or filled (cubic feet)	12000
Estimated start date	March 1st 2019

Work is required for: Remodeling of an existing structure Construction of a new structure Other: Retaining Walls

Work is due to circumstances not related to the land or existing drainage issues, but due to an election by the property owner to make an addition to a principal or accessory structure: Yes No

The average elevation of the land will increase / decrease by:
 Less than 1ft 1ft or more in a 100+ sq ft area (city engineer approval required)
 The proposal will involve grading involving a 200+ sq ft area, and 7 cubic yards of material (conditional use permit required)

Per code section 1140.19 subd 3, the following items must submitted with this application:

- (1) Survey (2) Stormwater Management Plan prepared by a civil engineer

The undersigned hereby submits this application (including a survey and Stormwater Management Plan) for a grading permit and certifies the information provided on this permit application is true and correct to the best of my knowledge. The property owner(s) listed above are the sole fee title owner(s) of the described property; information provided on this application and submitted documents is true, complete and accurate; if the application is approved, the work will be in accordance with the application and city code section 1140.19 (view at www.greenwoodmn.com or at city hall).

Signature		Date: 11/19/18
Print Name	Luke Busker	

This section completed if grading is NOT in conjunction with a building permit:

For Office Use Only	Fee Amount \$	Fee Paid: <input type="checkbox"/> Cash <input type="checkbox"/> Check #	Date Pmt Received:
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Form Updated 07-03-17

Permit #	FORM #12 Return this document to City Hall
Receipt #	



Shoreland Management Worksheet

If you prefer to complete this form electronically, it is available at www.greenwoodmn.com.

Property Owner(s)	Todd and Amy Wilkinson
Property Address	21800 Byron Circle, Greenwood MN 55331

Person completing this form: Property Owner Builder / Architect

Per the Construction Site Management ordinance (section 305.00 subd 2b) a Shoreland Management Worksheet is required for building projects \$10,000+. Per section 1176.03, subd. 3 & 10, a Shoreland Compliance Review is required for all properties within 1,000 feet of the Ordinary High Water Level of Lake Minnetonka (all properties in the city). **Fee: \$200. Collected on Form #1.**

The proposed project includes the following (check all that apply):

- Repair
- Improve
- Change or alter use of land
- Change size or shape of lot
- Erect a structure
- Expand impervious surface
- Install or maintain water line
- Install or maintain sewer line
- Grade or fill
- Remove vegetation
- Trim vegetation

Current lot size (square feet)	31,805
Proposed lot size (square feet)	31,805
Dimensions of proposed structure(s)	
Total square footage of proposed structure(s)	
Percent of existing hardcover	
Total hardcover including proposed hardcover	
Amount of fill to be added (cubic yards)	12
Amount of soil to be removed (cubic yards)	0
Type and area of vegetation to be removed	1 Large Oak Tree

The undersigned hereby certifies that the above information is true and correct to the best of his / her knowledge.

Signature		Date: 11/19/18
Print Name	Luke Buster	

Form Updated 10-27-14



December 14, 2018

Luke Busker
PO Box 180
Roberts, WI 54023

RE: Conditional Use Permit request for 21800 Byron Circle, Greenwood, MN

Luke,

This is written notice that the City of Greenwood will extend the time limit to render a decision on your variance and conditional use permit requests by 60 days for the property at 21800 Byron Circle. Minnesota State Statute 15.99(3)(F) requires cities to render a decision on the application within 60 days, but it also enables cities to extend the original 60-day limit by an additional 60 days if the applicant is notified in writing within the original 60 day time period.

The original 60-day period expires on January 29, 2019. The city will not be able to render a decision by this deadline due to your request to have more time to provide additional information to the city council. **This extension will extend the deadline to no later than March 30, 2019.**

To expedite a decision on this request, please update the project site plan to include different color coding for 1) existing walls to be removed; 2) new walls replacing existing walls in the same location; 3) new walls that do not exist today; 4) expanded patio/walkway areas that don't exist today; 5) patio/walkway areas to be removed

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Cooney", with a horizontal line underneath.

Dale Cooney
Zoning Administrator

Cc: File

Dale Cooney

Subject: 21800 Byron Circle

From: Bob Bean [mailto:Robert.Bean@bolton-menk.com]

Sent: Tuesday, February 12, 2019 10:22 AM

To: Dale Cooney

Subject: RE: 21800 Byron Circle

Dale,

I have completed review of the information provided, and following are my comments for City consideration:

1. Per City code, new structures and accessory facilities, except stairways and landings, cannot be placed within the Bluff impact zone. In addition, no fence can be placed within the Bluff Impact zone without obtaining a variance, and in no event shall any fence be authorized greater than 3 feet in height.
2. If a hazard tree is located in the bluff impact zone and the owner wishes to remove it, the City must confirm it meets the definition of "Hazard Tree" per City code prior to removal. If the tree is confirmed as a hazard or dead and dying, the tree may be removed without a conditional use permit and does not count toward the property's annual permitted harvest.
3. Retaining walls cannot be placed with the shore impact zone (25 feet setback from ordinary high water level) without a conditional use permit.
4. Given the City code requirements, retaining wall work within the bluff impact zone should be limited to replacing/restoring the existing stairway. For retaining walls in other locations that are in disrepair and indicated for replacement, stabilization of those slopes should be accomplished using "bioengineered" solutions (bioengineering is the combination of biological, mechanical, and ecological concepts to protect soil using a combination of vegetation and construction materials). Potential solutions could include plantings and seeding in combination with buried timbers terraced beneath the slope, geogrid, or bonded fiber matrix.
5. Improvements along the top of the slope should be limited to a maximum 3 foot tall fence to provide a measure of safety. ~~The addition of a spa within the bluff impact zone is not allowed per City code.~~
6. The placement of riprap along the shoreline will require a Minnehaha Creek Watershed District (MCWD) permit. A copy of the approved permit should be submitted to the City conditional to any approvals.
7. If the wall proposed at the base of the bluff is located within the shore impact zone, a CUP should be obtained.

If you have any questions or comments, please contact me to discuss.

Thanks,

Robert E Bean Jr. P.E.

Water Resources Project Engineer

Bolton & Menk, Inc.

2638 Shadow Lane

Suite 200

Chaska, MN 55318-1172

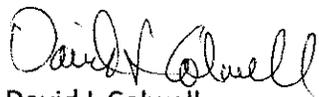
Phone: 952-448-8838 ext. 2892

Mobile: 612-756-3184

Bolton-Menk.com

Comments on request of Todd and Amy Wilkenson for Variance and Conditional Use Permit for their property at 21800 Byron Circle, Greenwood, Mn, to install retaining walls and regrade within the lake yard and bluff area.

Due to no fault of their own they suffered some soil erosion on part of their hillside They are seeking to remedy this as well as insure the rest of the hill does not suffer the same soil erosion problem. I have seen the plans and the retaining walls will do the job as well as being esthetically attractive to the property. Regardless of any "bluff" criteria, "common sense" dictates that this is a wise project to be undertaken by the Wilkensons. I am in full support of their plans to construct a new stairway and retaining walls to protect further erosion of their hillside.

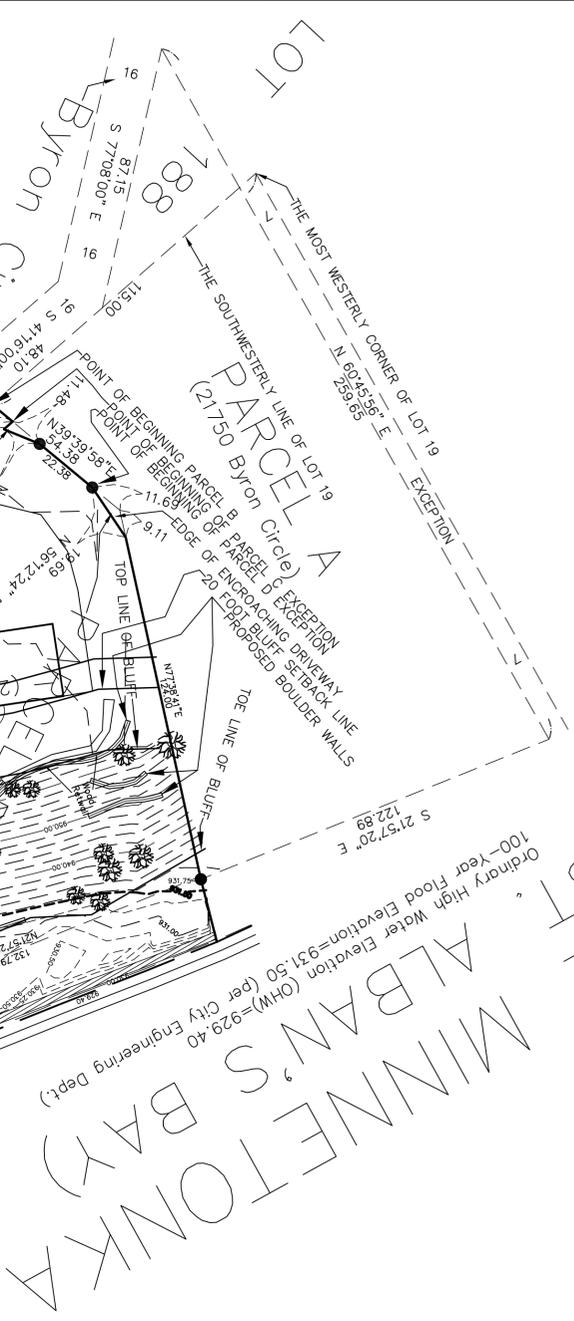


David L Colwell
21825 Byron Circle
Greenwood Mn 55331

CERTIFICATE OF SURVEY

HARD COVERAGE CALCULATIONS:

EXISTING IMPERVIOUS SURFACE AREAS:	
PROPERTY AREA ABOVE OHW =	33,753 SQ. FT.
EXISTING HOUSE AREA =	2,735 SQ. FT.
EXISTING SHED AREA =	226 SQ. FT.
EXISTING PORCH AREA =	323 SQ. FT.
EXISTING DRIVEWAY AREA =	2,282 SQ. FT.
EXISTING DECK AREA =	240 SQ. FT.
EXISTING SPA, POOL, WALKWAY, PATIO AREAS =	2,029 SQ. FT.
TOTAL EXISTING IMPERVIOUS AREAS =	7,835 SQ. FT. (23.2%)
PROPOSED IMPERVIOUS SURFACE AREAS:	
EXISTING AREAS TO REMAIN =	7,835 SQ. FT.
PROPOSED NEW WALKWAY NET AREA =	863 SQ. FT.
TOTAL PROPOSED IMPERVIOUS SURFACE =	8,698 SQ. FT. (25.8%)



SITE ADDRESS:
21800 Byron Circle

NOTES:

1. Revision of 03 December 2018 to add impervious surface calculations.
2. Revision of 05 December 2018 to add the 20 foot and 30 foot bluff setback lines.

Scale: 1" = 30'



BRANDT ENGINEERING & SURVEYING, INC.
1713 Southcross Drive W., Ste A
Burnsville, MN 55306
(952) 435-1966

Certificate of Survey
for
Green Dale Design
SHEET 1 OF 2 SHEETS

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.
Michael H. Brandt
Michael H. Brandt
Date 30 November 2018 Reg. No. 41905
Rev 03 December 2018
Rev 05 December 2018

All bearings assumed
o Denotes from monument set, or see note.
● Denotes from monument found
Existing EI, Proposed EI





















RENDERING BY DAVID SONKA, MNLA CP
651-239-6460



RESOLUTION NO 12-19

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA
ACTING AS THE BOARD OF APPEALS & ADJUSTMENTS

APPROVING

In Re: Application of Todd and Amy Wilkinson for the property at 21800 Byron Circle for a conditional use permit under Greenwood ordinance code sections 1140.19(3), 1176.04(7), and 1150.20 to permit grading or site / lot topography alterations that increase or decrease the average grade (existing compared to final conditions) by more than 1 foot in a 350 square foot area and the installation of retaining walls within the lake yard setback.

WHEREAS, Applicants Todd and Amy Wilkinson (hereinafter 'Applicant') is the owner of property commonly known as 21800 Byron Circle, Greenwood, Minnesota 55331 (PID No. 26-117-23-34-0056) being real property located in Hennepin County, Minnesota and legally described in **Exhibit A** attached hereto; and

WHEREAS, the applicant proposes to regrade the property in conjunction with the installation of retaining walls within the lake yard setback and regrading the lake yard areas of the property; and

WHEREAS, notice of a public hearing was published, notice given to neighboring property owners, and a public hearing was held before the planning commission to consider the application; and

WHEREAS, public comment was taken at the public hearing before the planning commission on February 13, 2019; and

WHEREAS, the city council of the city of Greenwood has received the staff report, the recommendation of the planning commission, and considered the application, the comments of the applicant, and the comments of the public.

NOW, THEREFORE, the city council of the city of Greenwood, Minnesota acting as the Board of Appeals & Adjustments does hereby make the following:

FINDINGS OF FACT

1. That the real property located at 21800 Byron Circle, Greenwood, Minnesota 55331 (PID No. 26-117-23-34-0056) is a single-family lot of record located within the R-1 district.
2. The applicant is proposing to alter site/lot topography that increases or decreases the average grade (existing compared to final conditions) by more than 1 foot in a 350 square foot area in conjunction with the construction of retaining walls within the lake yard. Pursuant to Greenwood ordinance code 1140.19(3), the increase or decrease the average grade (existing compared to final conditions) by more than 1 foot in any 300 square foot area requires a conditional use permit.
3. Pursuant to Greenwood ordinance code 1176.04, Subd. 7 retaining walls shall not be placed within the shore setback zone without a conditional use permit. Applicant proposes the repair or replacement of a number of retaining walls within the shore setback.
4. Pursuant to Greenwood ordinance code section 1150.20, Subd. 3, Conditional Use Permits (general regulations), the city council may impose such conditions and safeguards upon the property benefitted by a CUP as may be necessary to maintain compatibility with other properties in the neighborhood.
5. Greenwood ordinance section 1150.20, Subd 1 states:

"Subd. 1. The planning commission shall make findings and recommendations to the city council. The council may then authorize a conditional use by resolution provided the evidence presented is such as to establish:

- (a) That the proposed use will comply with the regulations specified in this ordinance for the district in which the proposed use is to be located.
- (b) That the use is one of the conditional uses permitted for the district in which it is to be located.

- (c) The use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare of the neighborhood or city.
 - (d) The use will be harmonious with the objectives of the comp plan.
 - (e) The use will not be hazardous or disturbing to existing or future neighboring uses.
 - (f) The use will be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, sewer, schools, or will be served adequately by such facilities and services provided by the persons or agencies responsible for the establishment of the proposed use.
 - (g) The use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.
 - (h) The use will not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.
 - (i) The use will have vehicular approaches to the property that do not create traffic congestion or interfere with traffic on surrounding public thoroughfares.
 - (j) The use will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.
 - (k) The use will not depreciate surrounding property values.”
6. The applicant asserts that the proposed CUP request complies with CUP standards in Greenwood ordinance section 1150.20, Subd 1.
 7. The planning commission held a public hearing and discussed the CUP request and on a 4-0 vote recommended approval because the proposed CUP request complies with the CUP standards in Greenwood ordinance section 1150.20, Subd 1. The approval recommendation is subject to the following conditions:
 - (a) In place of retaining walls and outcroppings, erosion grids and other non-structural solutions shall be used where practical.
 - (b) Applicant may be required to obtain a Minnehaha Creek Watershed District permit for aspects of the project including, but not limited to, erosion control.
 8. Based on the foregoing, the city council determined that the proposed CUP request complies with the CUP standards in Greenwood ordinance section 1150.20 subd 1, subject to the conditions noted in the above findings of fact.

CONCLUSIONS OF LAW

Based upon the foregoing findings of fact, the city council acting as the Board of Appeals & Adjustments makes the following conclusions of law:

1. The applicant has made an adequate demonstration of facts meeting the standards of sections 1140.19(3), and 1150.20 necessary for the granting of a CUP.
2. The approval recommendation is subject to the following conditions:
 - (a) In place of retaining walls and outcroppings, erosion grids and other non-structural solutions shall be used where practical.
 - (b) Applicant may be required to obtain a Minnehaha Creek Watershed District permit for aspects of the project including, but not limited to, erosion control.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Greenwood, Minnesota acting as the Board of Appeals & Adjustments that the city of Greenwood does hereby grant and issue a Conditional Use Permit to alter site/lot topography that increases or decreases the average grade (existing compared to final conditions) by more than 1 foot in a 350 square foot area and to place retaining walls within the shore setback zone for the property at 21800 Byron Circle.

The granting of the CUP is subject to the following conditions:

- (a) In place of retaining walls and outcroppings, erosion mats and other non-structural solutions shall be used where practical.
- (b) Applicant may be required to obtain a Minnehaha Creek Watershed District permit for aspects of the project including, but not limited to, erosion control.

PASSED this 6th day of March, 2019 by the city council of the city of Greenwood, Minnesota acting as the Board of Appeals & Adjustments for the city of Greenwood, Minnesota.

___ AYES ___ NAYS

CITY OF GREENWOOD

By: _____
Debra J. Kind, Mayor

Attest: _____
Dana Young, City Clerk

Exhibit A

Legal Description

PARCEL A

That part of Lot 19, SOLBERG'S POINT, Hennepin County, Minnesota, that lies northwesterly of the following described line:

Commencing at the most westerly corner of said Lot 19; thence on an assumed bearing of South 41 degrees 16 minutes East, along the southwesterly line of said Lot 19, a distance of 115.00 feet, to the point of beginning of the line to be described; thence North 39 degrees 39 minutes 58 seconds East, a distance of 54.38 feet; thence North 77 degrees 38 minutes 41 seconds East, a distance of 133 feet, more or less, to the shoreline of Lake Minnetonka and there terminating. Except the northwest 7 feet thereof.

ALSO, that part of Lot 188, AUDITOR'S SUBDIVISION No. 141, which lies southeast of the southwesterly extension of the Southeast line of the Northwest 7 feet of Lot 19, SOLBERG'S POINT, Hennepin County, Minnesota.

PARCEL B: (21800 Byron Circle)

That part of Lot 19, SOLBERG'S POINT, and adjacent $\frac{1}{2}$ of Tabek Street which lies Southeasterly of the following described line: Commencing at the most Westerly corner of said Lot 19; thence on an assumed bearing of South 41 degrees 16 minutes East along the Southwesterly line thereof a distance of 115 feet to the point of beginning of the line to be described; thence North 39 degrees 39 minutes 58 seconds East a distance of 54.38 feet; thence North 77 degrees 38 minutes 41 seconds East a distance of 133 feet more or less to the shoreline of Lake Minnetonka and there ending, Hennepin County, Minnesota.

PARCEL C:

That part of Lot 19, SOLBERG'S POINT, according to the recorded plat thereof, Hennepin County, Minnesota described as follows:

Commencing at the most westerly corner of said Lot 19; thence on an assumed bearing of South 41 degrees 16 minutes East, along the southwesterly line of said Lot 19, a distance of 115.00 feet; thence North 37 degrees 39 minutes 58 seconds East, a distance of 8.83 feet, to the point of beginning of the land to be described; thence South 41 degrees 43 minutes 04 seconds East, a distance of 3.80 feet; thence North 22 degrees 21 minutes 44 seconds East, a distance of 12.62 feet; thence South 39 degrees 39 minutes 58 seconds West, a distance of 11.48 feet, to the point of beginning.

PARCEL D:

That part of Lot 19, SOLBERG'S POINT, according to the recorded plat thereof, Hennepin County, Minnesota described as follows:

Commencing at the most westerly corner of said Lot 19; thence on an assumed bearing of South 41 degrees 16 minutes East, along the southwesterly line of said Lot 19, a distance of 115.00 feet; thence North 39 degrees 39 minutes 58 seconds East, a distance of 8.83 feet; thence North 39 degrees 39 minutes 58 seconds East, continuing on last described course, a distance of 33.86 feet, to the point of beginning of the land to be described; thence North 56 degrees 12 minutes 24 seconds East, a distance of 19.69 feet; thence South 75 degrees 38 minutes 41 seconds West, a distance of 9.11 feet; thence South 39 degrees 39 minutes 58 seconds West, a distance of 11.69 feet, to the point of beginning.

RESOLUTION NO 14-19

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA
ACTING AS THE BOARD OF APPEALS & ADJUSTMENTS**

In Re: Application of Todd and Amy Wilkinson for the property at 21800 Byron Circle for a variance from Greenwood ordinance code sections 1176.04 in order to repair, replace, and reconfigure retaining walls within the bluff impact zone on the property.

WHEREAS, Applicants Todd and Amy Wilkinson (hereinafter 'Applicant') is the owner of property commonly known as 21800 Byron Circle, Greenwood, Minnesota 55331 (PID No. 26-117-23-34-0056) being real property located in Hennepin County, Minnesota and legally described in **Exhibit A** attached hereto; and

WHEREAS, the applicant proposes to repair, replace, and reconfigure retaining walls within the bluff impact zone; and

WHEREAS, notice of a public hearing was published, notice given to neighboring property owners, and a public hearing was held before the planning commission to consider the application; and

WHEREAS, public comment was taken at the public hearing before the planning commission on February 13, 2019; and

WHEREAS, the city council of the city of Greenwood has received the staff report, the recommendation of the planning commission, and considered the application, the comments of the applicant, and the comments of the public.

NOW, THEREFORE, the city council of the city of Greenwood, Minnesota acting as the Board of Appeals & Adjustments does hereby make the following:

FINDINGS OF FACT

1. That the real property located at 21800 Byron Circle, Greenwood, Minnesota 55331 (PID No. 26-117-23-34-0056) is a single-family lot of record located within the R-1 district.
2. The applicants propose to replace, repair and reconfigure retaining walls within the bluff impact zone. Per Section 1102, bluff impact zones are defined as the bluff and land located within 20 feet from the top of a bluff. Section 1176 of the zoning code, the Shoreland Management District, regulates improvements within the bluff impact zones. Section 1176.04 Subd. 5. States those structures and accessory facilities, except stairways and landings, must not be placed within bluff impact zones.
3. The proposed stairway is subject to the standards of Section 1176.04, Subd. 8 states of the zoning code states that stairways and lifts shall meet the following design requirements: 1. Stairways and lifts shall not exceed 4 feet in width; 2. Landings for stairways and lifts shall not exceed 32 square feet in area. Landings larger than 32 square feet shall require a conditional use permit; 3. Canopies or roofs shall not be allowed on stairways, lifts, or landings; 4. Stairways, lifts, and landings may be either constructed above the ground on posts or pilings, or placed into the ground, provided they are designed and built in a manner that ensures control of soil erosion. 5. Stairways, lifts, and landings shall be located in the most visually inconspicuous portions of lots, as viewed from the surface of the public waters assuming summer, leaf-on conditions, whenever practical.
4. Greenwood ordinance section 1155.10, subd 4, 5 & 6 states:

"Subd. 4. Practical Difficulties Standard. "Practical difficulties," as used in connection with the granting of a variance, means:
 - (a) that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
 - (b) the plight of the landowner is due to circumstances unique to the property and not created by the landowner;
 - (c) and the variance, if granted, will not alter the essential character of the locality

Economic considerations alone shall not constitute practical difficulties.

Subd. 5. Findings. The board, in considering all requests for a variance, shall adopt findings addressing the following questions:

- (a) Is the variance in harmony with the purposes and intent of the ordinance?
- (b) Is the variance consistent with the comprehensive plan?
- (c) Does the proposal put property to use in a reasonable manner?
- (d) Are there unique circumstances to the property not created by the landowner?
- (e) Will the variance, if granted, alter the essential character of the locality?

Subd. 6. Practical Difficulties Considerations. When determining reasonable manner or essential character, the board will consider, but will not be limited to, the following:

- (a) Impair an adequate supply of light and air to adjacent property.
- (b) Unreasonably increase the congestion in the public street.
- (c) Increase the danger of fire or endanger the public safety.
- (d) Unreasonably diminish or impair established property values within the neighborhood or in any way be contrary to the intent of this ordinance.”

- 5. The applicants assert that the proposed variance request complies with the practical difficulties standards in Greenwood ordinance section 1155.10, subd 4, 5, & 6.
- 6. The planning commission, on a 3-0 vote, recommended the council approve the request of Todd and Amy Wilkinson to vary from city code section 1176.04 to replace, repair, and reconfigure retaining walls within the bluff impact zone at 21800 Byron Circle, as proposed.

The motion was conditioned that:

- (a) In place of retaining walls and outcroppings, erosion grids and other non-structural solutions shall be used where practical.
- (b) Applicant may be required to obtain a Minnehaha Creek Watershed District permit for aspects of the project including, but not limited to, erosion control.

The recommendation is based on the following findings:

- (a) The variance, if granted, will be in harmony and keeping with the spirit and intent of the zoning ordinance. The purpose of the ordinance is to preserve the economic and natural environmental values of shorelands, and provide for the wise utilization of waters and related land resources. The applicant is intending to replace legal nonconforming walls within the bluff impact zone, which would maintain the existing conditions on the property today.
 - (b) The variance, if granted, will be consistent with the comprehensive plan which serves to protect slopes greater than 30% as permanent open space.
 - (c) Though the property owner's proposed *manner of use* of the property is not permitted by the zoning ordinance without a variance, the proposed *manner of use* is reasonable because: it maintains the legal nonconforming conditions that exist on the property today, with slight alterations to the alignment of some retaining walls. In general, the retaining walls are old and in need of repair.
 - (d) The plight of the landowner-applicant is due to circumstances unique to the property and not created by the landowner because: the house was built in 1910 according to Hennepin County Records, and all indications are that the construction of the walls within the bluff impact zone predates the city zoning ordinance, and are legal nonconforming.
 - (e) The variance, if granted, will not alter the essential character of the locality, because: the proposal will be repairing and replacing retaining walls that are existing conditions on the property.
 - (f) The variance, if granted, will not:
 - i. Impair an adequate supply of light and air to adjacent property;
 - ii. Unreasonably increase the congestion in the public street;
 - iii. Increase the danger of fire or endanger the public safety; or
 - iv. Unreasonably diminish or impair established property values within the neighborhood or in any way be contrary to the intent of this ordinance
- 7. Based on the foregoing, the city council determined that the variance request complies with the practical difficulties standards in Greenwood ordinance section 1155.10, subd 4, 5, & 6.

CONCLUSIONS OF LAW

Based upon the foregoing findings of fact, the city council acting as the Board of Appeals & Adjustments makes the following conclusions of law:

The applicant has made an adequate demonstration of facts meeting the standards of section 1155.10 necessary for the granting of variances from section 1176.04 and therefore variances to rebuild, repair, and reconfigure retaining walls within the bluff impact zone at 21800 Byron Circle be **APPROVED**.

The approval is conditioned that: a) the proposed lake yard setback be adjusted to meet the 50 foot minimum lake yard setback requirement.

- (a) In place of retaining walls and outcroppings, erosion grids and other non-structural solutions shall be used where practical.
- (b) Applicant may be required to obtain a Minnehaha Creek Watershed District permit for aspects of the project including, but not limited to, erosion control.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Greenwood, Minnesota acting as the Board of Appeals & Adjustments:

That the application of Todd and Amy Wilkinson for the property at 21800 Byron Circle, Greenwood, Minnesota 55331 for variances from section 1176.04 rebuild, repair, and reconfigure retaining walls within the bluff impact zone at 21800 Byron Circle is **APPROVED**.

The approval is conditioned that:

- (a) In place of retaining walls and outcroppings, erosion grids and other non-structural solutions shall be used where practical.
- (b) Applicant may be required to obtain a Minnehaha Creek Watershed District permit for aspects of the project including, but not limited to, erosion control.

PASSED this 6th day of March, 2019 by the city council of the city of Greenwood, Minnesota acting as the Board of Appeals & Adjustments for the city of Greenwood, Minnesota.

___ AYES ___ NAYS

CITY OF GREENWOOD

By: _____
Debra J. Kind, Mayor

Attest: _____
Dana Young, City Clerk

Exhibit A

Legal Description

PARCEL A

That part of Lot 19, SOLBERG'S POINT, Hennepin County, Minnesota, that lies northwesterly of the following described line:

Commencing at the most westerly corner of said Lot 19; thence on an assumed bearing of South 41 degrees 16 minutes East, along the southwesterly line of said Lot 19, a distance of 115.00 feet, to the point of beginning of the line to be described; thence North 39 degrees 39 minutes 58 seconds East, a distance of 54.38 feet; thence North 77 degrees 38 minutes 41 seconds East, a distance of 133 feet, more or less, to the shoreline of Lake Minnetonka and there terminating. Except the northwest 7 feet thereof.

ALSO, that part of Lot 188, AUDITOR'S SUBDIVISION No. 141, which lies southeast of the southwesterly extension of the Southeast line of the Northwest 7 feet of Lot 19, SOLBERG'S POINT, Hennepin County, Minnesota.

PARCEL B: (21800 Byron Circle)

That part of Lot 19, SOLBERG'S POINT, and adjacent $\frac{1}{2}$ of Tabek Street which lies Southeasterly of the following described line: Commencing at the most Westerly corner of said Lot 19; thence on an assumed bearing of South 41 degrees 16 minutes East along the Southwesterly line thereof a distance of 115 feet to the point of beginning of the line to be described; thence North 39 degrees 39 minutes 58 seconds East a distance of 54.38 feet; thence North 77 degrees 38 minutes 41 seconds East a distance of 133 feet more or less to the shoreline of Lake Minnetonka and there ending, Hennepin County, Minnesota.

PARCEL C:

That part of Lot 19, SOLBERG'S POINT, according to the recorded plat thereof, Hennepin County, Minnesota described as follows:

Commencing at the most westerly corner of said Lot 19; thence on an assumed bearing of South 41 degrees 16 minutes East, along the southwesterly line of said Lot 19, a distance of 115.00 feet; thence North 37 degrees 39 minutes 58 seconds East, a distance of 8.83 feet, to the point of beginning of the land to be described; thence South 41 degrees 43 minutes 04 seconds East, a distance of 3.80 feet; thence North 22 degrees 21 minutes 44 seconds East, a distance of 12.62 feet; thence South 39 degrees 39 minutes 58 seconds West, a distance of 11.48 feet, to the point of beginning.

PARCEL D:

That part of Lot 19, SOLBERG'S POINT, according to the recorded plat thereof, Hennepin County, Minnesota described as follows:

Commencing at the most westerly corner of said Lot 19; thence on an assumed bearing of South 41 degrees 16 minutes East, along the southwesterly line of said Lot 19, a distance of 115.00 feet; thence North 39 degrees 39 minutes 58 seconds East, a distance of 8.83 feet; thence North 39 degrees 39 minutes 58 seconds East, continuing on last described course, a distance of 33.86 feet, to the point of beginning of the land to be described; thence North 56 degrees 12 minutes 24 seconds East, a distance of 19.69 feet; thence South 75 degrees 38 minutes 41 seconds West, a distance of 9.11 feet; thence South 39 degrees 39 minutes 58 seconds West, a distance of 11.69 feet, to the point of beginning.



Agenda Number: **7C**

Agenda Date: **03-06-19**

Prepared by Dale Cooney

Agenda Item: Consider Res 13-19, Findings for Variance Request, Roland and Rane Jacobus for 5290 Meadville Street.

Summary: Copies of the application materials and staff report are attached reference. Notice of the public hearing was published in the Sun-Sailor newspaper on 01-31-19. The planning commission held a public hearing at their 02-13-19, meeting. The planning commission considered public comment, applicant's comments, application materials, and staff reports when making their recommendation (see planning commission action below). The city council must incorporate city code section 1155.20 variance criteria as well as any conditions in the motion.

Planning Commission Action: Motion by Barta to recommend approval of the variance requests based on the recommendation and findings of staff. Motion was seconded by Nelson. Motion carried 4-0.

Key Dates:

Application complete:	January 16, 2019
Notice of Public Hearing published:	January 31, 2019
Planning Commission Public Hearing:	February 13, 2019
City Council Consideration:	March 6, 2019
60-Day Deadline:	March 17, 2019
120-Day Deadline:	May 16, 2019

Council Action: The city council must take action by 03-17-19 unless the council decides to exercise the city's option to take another 60 days to consider the request. Possible motions ...

1. I move the city council adopts resolution 13-19 laying out the findings of fact **APPROVING** the setback, impervious surface, and construction-related tree removal variance requests of Roland and Rane Jacobus for 5290 Meadville Street, as proposed. I further move the council directs the city clerk to mail a copy of the findings to the applicant and the DNR, and place an Affidavit of Mailing for each of the mailings in the property file.
2. I move the city council directs staff to draft **FINDINGS FOR DENIAL** of the variance requests of Roland and Rane Jacobus, 5290 Meadville Street, to be considered at the April 3, 2019 city council meeting. I further move the city council directs city staff to exercise the city's option to take 60 additional days to process the conditional use permit application by mailing written notice and placing an Affidavit of Mailing in the property file.
3. I move the city council directs city staff to exercise the city's option to take 60 additional days to process the variance application of Roland and Rane Jacobus, 5290 Meadville Street, by mailing written notice and placing an Affidavit of Mailing in the property file. The written notice shall state the reason for the extension is: _____.

Note: MN statute 15.99 requires a council decision within 60 days. The council may approve or modify a request based on verbal findings of fact and the applicant may proceed with their project. However, if the council denies the request, the council must state in writing the reasons for denial at the time that it denies the request. The council may extend the 60-day time limit by providing written notice to the applicant including the reason for the extension and its anticipated length (may not exceed 60 additional days unless approved by the applicant in writing).



Agenda Item: Public hearing to consider variance requests of Roland and Rane Jacobus to encroach into the south side and front yard setbacks, exceed the maximum permitted impervious surface area, and exceed the maximum permitted construction-related tree removal in conjunction with the construction of an attached garage at 5290 Meadville Street.

Summary: Roland and Rane Jacobus, property owners at 5290 Meadville Street, are proposing to build an attached garage for the property. The proposed house was approved via a variance request in January of 2019. The proposed attached garage would be a modification to that approved house plan and would replace the existing nonconforming garage that currently encroaches into the public right of way. The property is zoned R-1, is 6,080 square feet in size and is 40-feet wide.

Setbacks:

Section 1120.15 of the Greenwood Zoning Code requires side yard setbacks of 8 feet for the 40 foot wide lot, and a front yard setback of 30 feet. Applicants are proposing a south side yard setback of 3.9 feet and a front setback of 27.2 feet. The January 2019 approval permitted the proposed extent of the house, and the proposed attached garage would be a further encroachment along this same setback line. The attached garage would be setback as close as 27.2 feet from the front property line. The angle of the front property line creates this minor encroachment, as the north corner of the garage is 32.4 feet from the property line.

The 686 square foot detached garage is proposed to be removed as part of this project. Currently, that garage encroaches 14.3 feet into the public right-of-way and 7.8 feet into the north side yard setback.

Impervious Surface Area:

A reduction in impervious surfaces is proposed for the property from existing conditions. Section 1120.15 of the Greenwood Zoning Code limits the impervious area for a property of this size to 33.9%. The property is currently at 49.4% impervious, which excludes areas that encroach into the public right-of-way and the neighboring commercial property. As proposed, the impervious areas would be reduced to 43.8%, and the calculation now includes the entirety of the proposed garage.

Trees: Section 1140.80 of the Greenwood Zoning Code regulates tree removal and replacement. The applicants propose to remove all but two of the existing, non-noxious trees on the property. Only one of the proposed trees to be removed (the silver maple clump) is considered significant. The lot is narrow and the trees are in close proximity to the existing house. Because of these factors, it would be very difficult to save the trees. Given their location, and their generally small size, staff is supportive of the proposed tree removal.

As proposed, 47 of the 74 diameter inches of trees (64%) on the property would be removed. Applicants are permitted to remove 15 diameter inches. The equivalent of five 12 foot tall coniferous trees and one 24" or greater softwood deciduous tree would need to be replaced. Applicants are proposing 2 x 3" deciduous trees, and 10 x 2" deciduous trees. As proposed the trees meet the replacement requirements.

At least 4 of the replacement trees would be replaced on site, and the remaining 8 trees may be placed on site, or reimbursed to the city at fair market value per Section 1140.80, Subd. 7.

Grading:

The proposed grading changes are below the City's Conditional Use Permit threshold. Section 1140.19 (2) of the City Zoning Code requires a conditional use permit for any the grading or site/lot topography alteration request that increases or decreases the average grade (existing compared to final conditions) by more than 1 foot in any 300 square foot area. The proposed front yard and driveway grade alteration is almost entirely less than 1 foot.

Building Volume:

The proposed house would have an above grade building volume of 24,738 cubic feet. Maximum allowable building volume for the property is 36,480 cubic feet.

Staff Recommendation:

Staff recommends approval with conditions of the variance request of Roland and Ranee Jacobus for a variance to encroach into the south side yard setback by 4.1 feet, to encroach into the into the front yard setback by 2.8 feet, to exceed the maximum permitted impervious surface area by 9.9%, and to exceed the maximum permitted construction related tree removal by 32 diameter inches (44%) in order to build an attached garage at 5290 Meadville Street, as proposed.

- a) The variance, if granted, will be in harmony and keeping with the spirit and intent of the zoning ordinance because the purpose of the ordinance is to provide a use zone for low-density single-family dwellings that will be exclusive of other types of use for the purpose of creating a quality semi-estate district. The proposed garage is consistent with that purpose while simultaneously a non-conforming detached garage from the property.
- b) The variance, if granted, will be consistent with the comprehensive plan which encourages, safe, healthy, and quality housing that respects the natural environment of the community.
- c) Though the property owner's proposed *manner of use* of the property is not permitted by the zoning ordinance without a variance, the proposed *manner of use* is reasonable because: it creates an attached garage on a small, narrow property while also eliminating the existing detached garage that encroaches into the public right-of-way and the north side yard setback.
- d) The plight of the landowner-applicant is due to circumstances unique to the property and not created by the landowner because: the buildable area on the property is limited due to the 40 foot lot width and the overall size of the lot. The front property line angles inward creating a small portion of the garage that encroaches into the setback while most of the proposed structure exceeds setback requirements. The proposed impervious areas are a reduction from legal nonconforming conditions, while also locating the garage structure entirely within the property lines.
- e) The variance, if granted, will not alter the essential character of the locality, because: the proposed attached garage makes the property significantly more conforming than existing conditions.
- f) The variance, if granted, will not:
 - i. Impair an adequate supply of light and air to adjacent property;
 - ii. Unreasonably increase the congestion in the public street;
 - iii. Increase the danger of fire or endanger the public safety; or
 - iv. Unreasonably diminish or impair established property values within the neighborhood or in any way be contrary to the intent of this ordinance.

And subject to the following conditions:

- A. Applicants will pay the required landscape security to the city per city code Section 1140.80 Subd. 9.

Variance Application



Person completing form: Property Owner Builder / Architect
 If you prefer to complete this form electronically, it is available at www.greenwoodmn.com.

Date application submitted	1/14/2019
Date application complete (office use only)	
Property address	5290 Meadville Street, Greenwood, MN. 55331
Property identification number (PID)	26-117-23-33-0008
Property owner's current mailing address	8622 French Curve, Eden Prairie, MN. 55347
Names of all property owners	Roland and Ranees Jacobus
Cell phone and email of property owner(s)	612-750-1522
Name of builder / architect (if any)	Todd Francis, General Contractor, Jason Letourneau, Architect
Company name of builder / architect	3D Construction, Letourneau Designs
Cell phone and email of builder / architect	3D - 952-220-2137, Letourneau - 612-599-6044
Company address	8830 Deer Ridge Lane, Bloomington, MN. 55438
Present use of property	Residential
Property acreage	0.14
Existing variances or conditional use permits	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – please attach a copy
Request is for	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input type="checkbox"/> Replace
The variance(s) are being requested to (e.g. build a garden shed)	City Council has requested me to move the existing 22'x30' garage out of the Public Easement it sits in. This variance request attaches a 22'x24' garage to my house and adds 12'x30' of living sf to 2 nd floor of house above garage.

Requested variance(s):

		Required*	Proposed	Difference
<input checked="" type="checkbox"/>	Side Yard (feet)	8	4-5.7	-2.3 to -4.0
<input checked="" type="checkbox"/>	Front Yard (feet)	30	27.2-32.4	-2.8 to +2.4
<input type="checkbox"/>	Rear Yard (feet)			
<input type="checkbox"/>	Lake Setback (feet)			
<input type="checkbox"/>	Building Height (feet)			
<input type="checkbox"/>	Structure Height (feet)			
<input type="checkbox"/>	Wetland Setback (feet)			
<input type="checkbox"/>	Bluff Setback (feet)			
<input type="checkbox"/>	Maximum Above Grade Building Volume (cubic feet)			
<input checked="" type="checkbox"/>	Hardcover (percentage)	33.9%	43.8	+9.9
<input type="checkbox"/>	Other:			

* See page 2 of the CUP & Variance Checklist document for the requirements for various zoning districts.

Making your case for the grant of a variance

Per state law and city code section 1155 (view at city hall or at www.greenwoodmn.com) any persons may request variances from the literal provisions of the zoning ordinance, shoreland management district ordinance, wetland ordinance, and other applicable zoning regulations in instances where their strict enforcement would cause practical difficulties because of circumstances unique to the individual property under consideration. A variance shall only be permitted when it is in harmony with the purposes and intent of the ordinance and when the variances are consistent with the comprehensive plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. Economic considerations alone shall not constitute practical difficulties.

"Practical difficulties," as used in connection with the granting of a variance, means:

- (a) that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
- (b) the plight of the landowner is due to circumstances unique to the property and not created by the landowner;
- (c) and the variance, if granted, will not alter the essential character of the locality.

VARIANCE APPLICATION - Page 1 of 3

Establishing a "practical difficulty"

Please respond to each of the following questions. If you are unable to establish a "practical difficulty," please consider alternatives to your construction plans that may remove the need for a variance.

<p>Is the variance in harmony with the purposes and intent of the ordinance?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please explain: The variance presents the best solution to moving and rebuilding an existing 22' x 30' ramshackle garage that has sat in a public easement for over 35 years. This solution significantly increases fire and emergency access to the house and neighbors properties, relieves clutter at end of street, further increases light, drainage and air flow between properties, creates a street-visible front yard, and relieves congestion on street due to off-street availability of guest parking for 5290.</p>
<p>Is the variance consistent with the comprehensive plan?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please explain: The City's Comprehensive Housing and Land Use Plan Page 9 -- "Properties will likely be improved through repair, renovation, or demolition and reconstruction". The City Council unanimously approved my new home footprint for the property, acknowledged the need to demolish the garage, and then asked that the rebuild bring the garage entirely on to my lot. All of this is consistent with the City's comprehensive plan to enhance the community when opportunity's occur to outdated properties.</p>
<p>Does the proposal put the property to use in a reasonable manner?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please explain: The variance proposal significantly enhances the look and functionality of the property, as well as the street and neighborhood. It clears the garage out of the Public Easement, creates important fire and emergency access and turnaround, and gets guests vehicles out of the street. The garage size has been decreased to 22' x 24' to accommodate a street-side front door for the home. City Council knows moving garage on to the property will increase hard cover that Owner had reduced significantly from 49.4% to 32.4% prior to their request. The variance still lowers hardcover from previous conditions to 43.8%, and utilizes the lot and available green space much more effectively.</p>
<p>Are there unique circumstances to the property not created by the landowner?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please explain: After approving a variance for a new home, the City Council requested that the homeowner look at all options to successfully move the existing garage out of the public easement. Given the size of the lot and the size of the public easement on this narrow street, City Council knew this request would require Owner to file another variance and change hard cover and building volume from the existing approved variance.</p>
<p>Will the variance alter the essential character of the locality?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please explain: It will significantly improve and enhance the character. This variance will complete a very positive upgrade of the entire property by creating an attractive full-time residence and front yard visible from Meadville Street, Minnetonka Blvd. and the bike path. It will also get rid of the existing visible clutter and congestion on Meadville Street due to crowding and lack of off-street parking.</p>
<p>Will the variance impair an adequate supply of light and air to adjacent property?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please explain: The requested variance enhances the already approved variance, which demonstrated an increase in light, air and drainage between adjacent properties. Moving the garage back will create even more light and air by creating an open front yard, relieving congestion by the neighbors garage and sidewalk to house, and relieving parking congestion on the street. Currently, tight proximity to neighbor, ramshackle fence, a crumbing lean-to, and sprawling, unmanicured hardcover significantly impacts the properties.. All of these issues will be corrected.</p>
<p>Will the variance unreasonably increase the congestion in the public street?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please explain: The variance proposal significantly decreases congestion. The variance will provide complete access and turnaround for fire and emergency vehicles, as well as City street maintenance. Visitors will also have off-street parking and turnaround access in the driveway.</p>
<p>Will the variance increase the danger of fire or endanger the public safety?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please explain: The variance will decrease the risk significantly, as there will now actually be enough room for fire and emergency access and turnaround.</p>
<p>Will the variance unreasonably diminish or impair established property values within the neighborhood?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please explain: When garage is moved back to adjoin the new home being built on the property, the finished full-time residence will showcase a beautiful front elevation and landscaped yard to traffic on the bike trail and Minnetonka Blvd. It will also de-clutter and relieve congestion currently visible on Meadville street. We believe this variance proposal is very much in concert with other significant renovations being made all along Meadville Sreet and Excelsior Bay that upgrades the value and character of Solberg's Point.</p>

VARIANCE APPLICATION - Page 2 of 3

Adjacent property owners' acknowledgement: It is not required by ordinance, but applicants are highly encouraged to review plans with adjacent property owners and secure signatures in this section. Attach another page if there are more than 2 adjacent neighbors.

The undersigned acknowledges that we have reviewed the plans for the proposed improvements or proposed use of the property listed on page 1 of this document. We understand that by signing this acknowledgement, that we NOT being asked to declare approval or disapproval of the proposal, but merely are confirming for the city council that we aware of the plans and that we understand that the proposed project requires city council approval.

Neighbor #1 Address: 5280 Meadville Street, Greenwood, MN	
Signature:	Date:
Print Name: <i>Jeff Slocum was notified via text message exchange with Ranee Jacobus in January</i>	

Neighbor #2 Address: 21900 Minnetonka Boulevard, Excelsior, MN	
Signature:	Date:
Print Name: <i>Kent Carlson was notified via email exchange with Ranee Jacobus in January</i>	

The undersigned contacted the following regulatory bodies and will seek approvals if required:

- (1) Lake Minnetonka Conservation District 952.745.0789 (2) Minnehaha Creek Watershed District 952.471.0590

Applicant's acknowledgement and signature(s): The undersigned hereby submits this application for the described action by the city and is responsible for complying with all city requirements with regard to this request. This application should be processed in my name, and I am the party whom the city should contact about this application. The applicant certifies that the information supplied is true and correct to the best of their knowledge. The undersigned also acknowledges that before this request can be considered and / or approved, all required information and fees must be paid to the city, and if additional fees are required to cover costs incurred by the city, the city has the right to require additional payment from one or more of the undersigned, who shall be jointly liable for such fees. An incomplete application will delay processing and may necessitate rescheduling the review timeframe. The application timeline commences once an application is considered complete when all required information and fees are submitted to the city. The applicant recognizes that they are solely responsible for submitting a complete application and that upon failure to do so, recognizes city staff has no alternative but to reject the application until it is complete or to recommend denial regardless of its potential merit. A determination of completeness of the application shall be made within 10 business days of the application submittal. A written notice of application deficiencies shall be mailed to the applicant with in 10 business days of application. I am the authorized person to make this application and the fee owner has also signed this application.

Signature: <i>Ranee H Jacobus</i>	Date: 1/14/19
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Property owner's acknowledgement and signature: The undersigned is the fee title owner of the page 1 described property. I acknowledge and agree to this application and further authorize reasonable entry onto the property by city staff, consultants, agents, planning commission members, and city council members for purposes of investigation and verification of this request.

Signature: <i>Ranee H Jacobus</i>	Date: 1/14/19
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Note: If the property owner is different than the applicant, signatures from the both the applicant and the property owner are required.

Variance Fee (nonrefundable)	\$450
Shoreland Management Review Fee (nonrefundable)	\$200
Total Amount Due (make check payable to the City of Greenwood)	\$650

For Office Use Only	Fee Paid: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check #:	Amount \$
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Permit #	FORM #5 Return this document to City Hall
Receipt #	

Building Volume Compliance Form

If you prefer to complete this form electronically, it is available at www.greenwoodmn.com.

Property Owner(s)	Roland and Rane Jacobus
Property Address	5290 Meadville Street, Greenwood, MN. 55331

Person completing this form: Property Owner Builder / Architect

Per code section 1140.18 (view at www.greenwoodmn.com or at city hall), no lot in the residential zones of the city may be host to principal and accessory buildings and structures whose above grade building volume (expressed in cubic feet) is greater than the following maximums:

- (1) Lots of 7500 square feet or less in area may be host to buildings, structures, and accessory structures whose above grade building volume is not greater than a volume equal to 6 times the lot area.
 - (2) Lots between 7500 square feet and 15,000 square feet in area may be host to buildings, structures, and accessory structures whose above grade building volume is not greater than a volume equal to 42,000 cubic feet plus a volume of cubic feet equal to a figure 4 times (lot area minus 7500 square feet).
 - (3) Lots greater than 15,000 square feet in area may be host to buildings, structures, and accessory structures whose above grade building volume is not greater than a volume equal to 75,000 cubic feet plus a volume of cubic feet equal to a figure 2 times (lot area minus 15,000 square feet).
- Exclusions. All space above unroofed structures such as decks, patios, and wholly in-ground, at grade, pools with no exposed sides shall be excluded from the calculation of building volume.
 - Inclusions. Enclosed or unenclosed porches or porticos shall be included in the total volume of the building.
 - Building Perimeter Grade means the average of all elevation measurements taken off the finished grade or surface of the ground, sidewalk or paving around the perimeter of a building or structure at (a) points 5 feet distant and perpendicular to the building perimeter commencing at the most northerly corner thereof and thence clockwise at similarly situated points every 10 feet around the building perimeter, (b) the point of highest grade within 5 feet of the building perimeter and (c) the point of lowest grade within 5 feet of the building perimeter.

Exemption for small projects: The proposed improvements involve an area equal to 20% or less of the first floor of the principal structure, therefore I request the city zoning administrator waive the requirement to submit the additional survey requirements and the "above grade building volume" calculation.

The "above grade building volume" calculation for the property is:	24,738.28
--	-----------

33,614.15 w/ basement?

Sworn Statement: The undersigned hereby submits this "sworn statement" that the "above grade building volume" calculation is prepared in conformance with the provisions of code section 1140.18. In the event of inaccuracies, misstatements, incomplete information, or errors in the application and/or supporting materials, the city may issue stop work orders, or delay action on applications pending receipt of corrected or additional information. The undersigned assumes all risk of loss or expenses caused by any such deficiency, delay, or structural changes required to cause the structure to come into code compliance.

Signature		Date: 1/10/19
Print Name	Ranee A. Jacobus	

As-Built Construction Statement (to be signed prior to a certificate of occupancy being issued): The undersigned hereby submits this "sworn statement" and the attached as-built plans verifying the "above grade building volume" of the structure conforms to code section 1140.18.

Signature		Date:
Print Name		

Form Updated 10-27-14

Permit #	FORM #12 Return this document to City Hall
Receipt #	



Shoreland Management Worksheet

If you prefer to complete this form electronically, it is available at www.greenwoodmn.com.

Property Owner(s)	Roland and Rane Jacobus
Property Address	5290 Meadville Street, Greenwood, MN. 55331

Person completing this form: Property Owner Builder / Architect

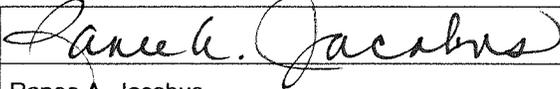
Per the Construction Site Management ordinance (section 305.00 subd 2b) a Shoreland Management Worksheet is required for building projects \$10,000+. Per section 1176.03, subd. 3 & 10, a Shoreland Compliance Review is required for all properties within 1,000 feet of the Ordinary High Water Level of Lake Minnetonka (all properties in the city). **Fee: \$200. Collected on Form #1.**

The proposed project includes the following (check all that apply):

- Repair
- Improve
- Change or alter use of land
- Change size or shape of lot
- Erect a structure
- Expand impervious surface
- Install or maintain water line
- Install or maintain sewer line
- Grade or fill
- Remove vegetation
- Trim vegetation

Current lot size (square feet)	6,080 sf
Proposed lot size (square feet)	6,080 sf
Dimensions of proposed structure(s)	30' x 62' including attached garage.
Total square footage of proposed structure(s)	1,834 sf
Percent of existing hardcover	49.4%
Total hardcover including proposed hardcover	43.8%
Amount of fill to be added (cubic yards)	TBD. we will not know until we clear away existing hardcover
Amount of soil to be removed (cubic yards)	0
Type and area of vegetation to be removed	Remove all noxious weeds and noxious/diseased trees from lakeshore

The undersigned hereby certifies that the above information is true and correct to the best of his / her knowledge.

Signature		Date: 1/10/19
Print Name	Ranee A. Jacobus	

Form Updated 10-27-14

Permit #	FORM #13 Return this document to City Hall
Receipt #	



Tree Permit Application

This form becomes a "permit" when city staff issues a permit number. If you prefer to complete this form electronically, it is available at www.greenwoodmn.com.

Property Owner(s)	Roland and Rane Jacobus
Property Address	5290 Meadville Street, Greenwood MN. 55331

This sheet is accompanied by a **Building Permit Application (Form #1)**: Yes No

Person completing this form: Tree Contractor* Property Owner Builder / Architect

* Note: Tree contractors must have a Greenwood Tree Contractor License. The application is available at www.greenwoodmn.com or at city hall.

Date application submitted	1/16/19
Name of tree contractor (if any)	Dan Bird
Company name of tree contractor	Rainbow Tree Care
Tree contractor address	11571 K-Tel Drive, Minnetomka, MN. 55343
Tree contractor license number	2019 RENEWAL BEING DONE THIS WEEK
Cell phone and email of tree contractor	612-685-7082, dbird@rainbowtreecare.com

The undersigned hereby make this application for (check all that apply):

- Conditional Use Permit to Remove Trees in Shore Impact Zone or Bluff Impact Zone (significant* trees within 25 feet of shore or within 20 feet of the top of a bluff). This permit must be reviewed by the planning commission and approved by the city council. The process can take up to 60 days. **Fee: \$100**
- Construction-Related Tree Removal Permit. Home addition: remove up to 10% of trees. New construction: remove up to 20% of trees. Tree preservation plan required for both. **Fee: \$250**
- Permit to Exceed the Permitted Tree Harvest to remove more than 2 significant* trees per year, or maximum of 5 significant* trees over a 5-year period. **Fee: \$100**

* Significant trees are trees with the following minimum circumferences (inches): hardwoods 31, softwoods 44, conifers 38

Attached is (check all that apply):

- Tree Preservation Plan. Required for construction-related tree removal permits. Must include the specifications outlined in section 1140.80, subd. 6 (view at city hall or at www.greenwoodmn.com).
- Tree Replacement Plan. Required for a variance application to exceed 20% tree removal for new construction or subdivision, or exceed 10% tree removal for a home addition. Tree replacement plans must comply with the table listed in section 1140.80, subd. 8 (view at city hall or at www.greenwoodmn.com).

The undersigned hereby acknowledge the following: The property owner(s) listed above are the sole fee title owner(s) of the described property; information provided on this application and submitted documents is true, complete and accurate; if the application is approved, the work will be in accordance with the application and tree preservation ordinance (code section 1140.80, view at www.greenwoodmn.com or at city hall); the undersigned authorize photographs of the property and reasonable entry onto the property by city staff, consultants, agents, and city council members; the undersigned further agree to hold the city of Greenwood harmless from all liabilities that may arise directly or indirectly from the work performed.

Signature of property owner (required)		Date:
Signature of tree contractor or builder / architect (if any)		Date: 1/14/16

This section completed if tree permit is NOT in conjunction with a building permit:

For Office Use Only	Fee Amount \$	Fee Paid: <input type="checkbox"/> Cash <input type="checkbox"/> Check #	Date Pmt Received:
----------------------------	---------------	--	--------------------

Form Updated 09-01-15

Rainbow Tree Company
 11571 K-Tel Drive
 Minnetonka, MN 55343
 952-922-3810

Email: raneejacobus@gmail.com

15-Jan-2019

Ranee Jacobus

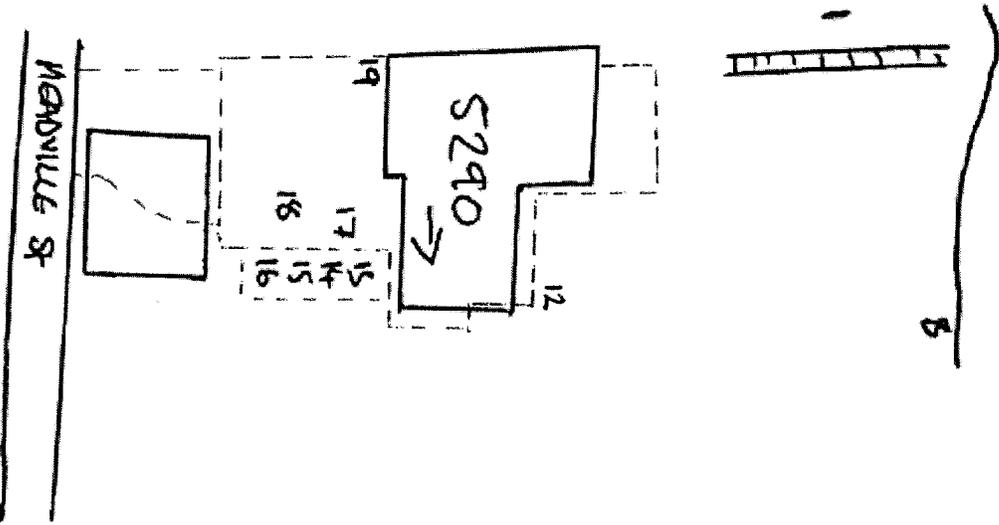
Map Location
 117 E3

Address
 5290 Meadville St
 Greenwood MN 55331

Lot Size (acres)

LAKE

--- PROPOSED DWELLING
 NOT TO SCALE



Tree#	Qty	DBH	Property	Dt Chg
H	1	0	Consultation	
1	1	11	History	1/14/2019
8	1	16	Eastern Red Cedar	1/14/2019
12	1	64	Black Willow	12/4/2018
13	1	4	Silver Maple Clump	1/15/2019
14	1	8	Colorado Blue Spruce	1/14/2019
15	1	7.5	White Spruce	1/14/2019
16	1	6	White Spruce	1/14/2019
17	1	5	White Spruce	1/14/2019
18	1	6	White Spruce	12/4/2018
19	1	10.5	Eastern Red Cedar (6.4.5)	1/14/2019
20	1	74	Total Inches on this Inventory	1/14/2019

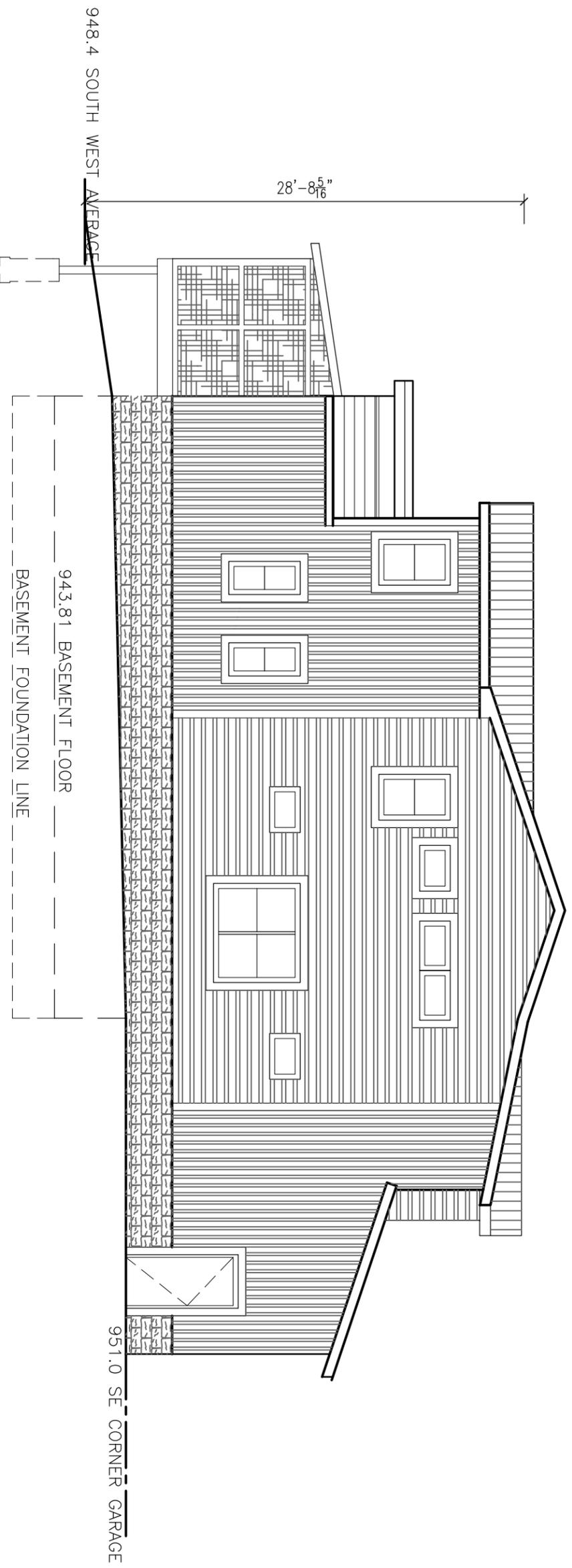
LETOURNEAU DESIGN
 ASSOCIATES, LLC
 PROJECT MANAGEMENT
 AND DEVELOPMENT
 8001 5th Street
 SLP, Minnesota 55432
 PH: 763.717.4966
 PH: 612.599.6044

HOUSE REMODELING FOR
 Randy & Rane Jacobus
 5290 MEADVILLE St, GREENWOOD MN

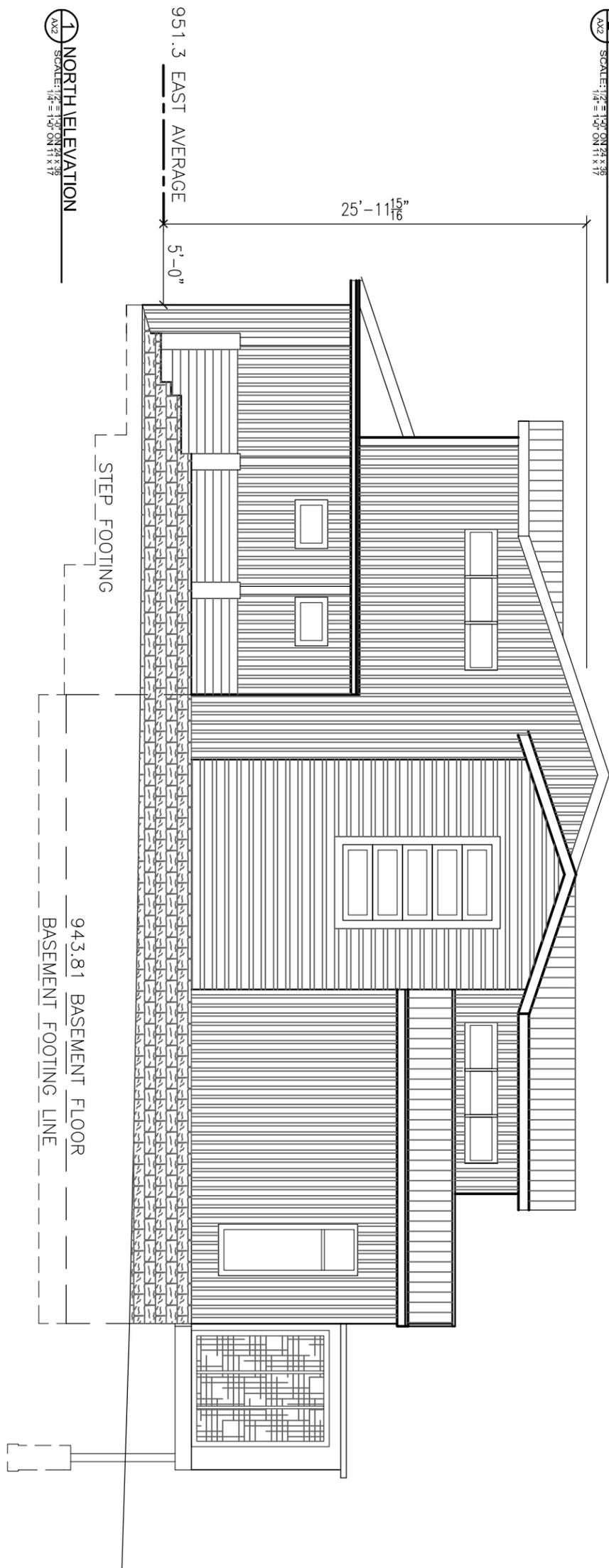
Copyright 2008
 Letourneau Design Assoc, LLC
 Designer: JASTIN
 Drawn By: JCL
 Checked By:
 Revisions
 12-07-18 REVIEW
 12-12-18 PLANNING MEETING
 01-28-19 MIDROOF CALCULATION

Sheet Number

AX2



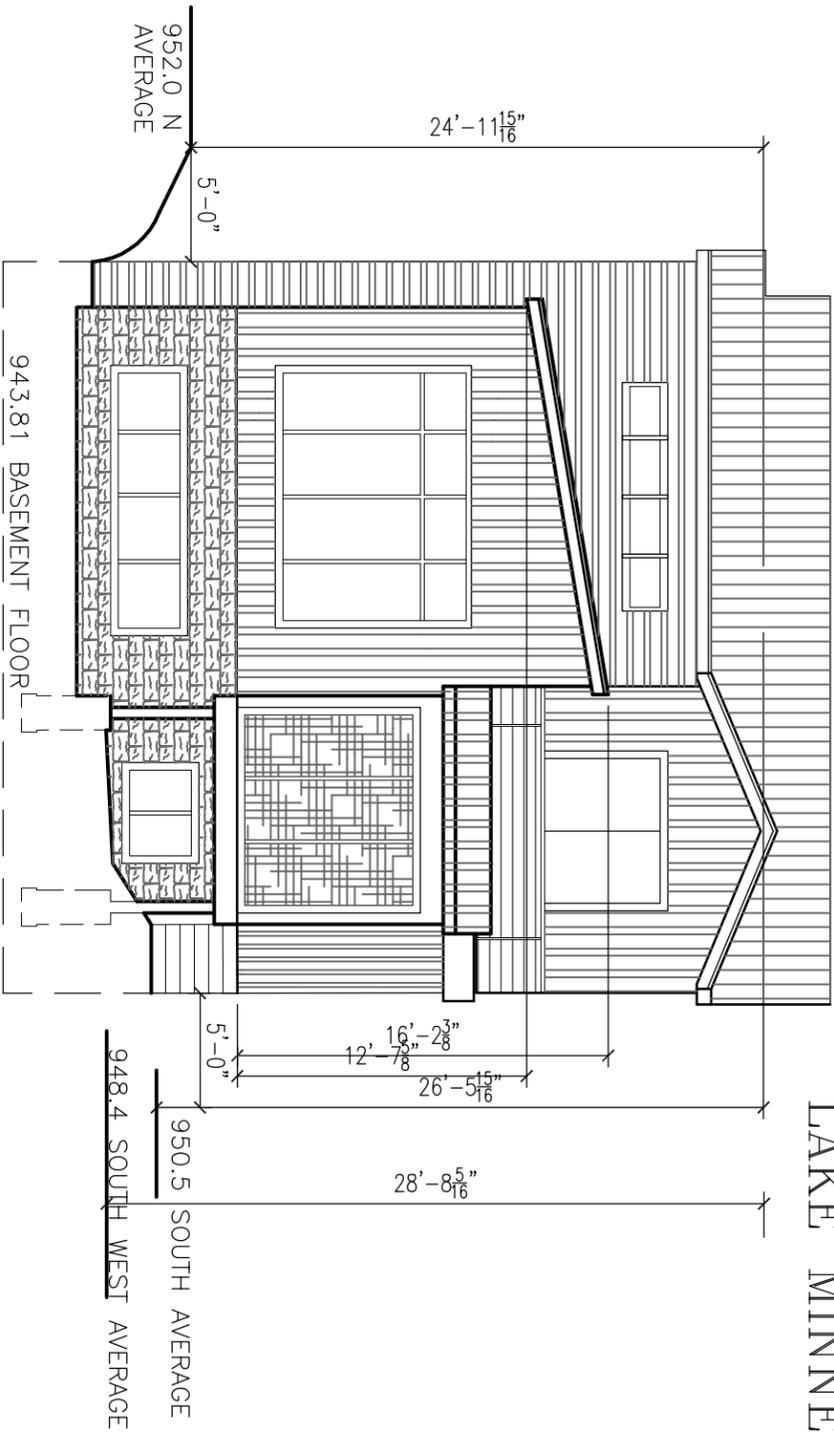
2 SOUTH ELEVATION
 SCALE: 1/4" = 1'-0" ON 23 x 36
 1/4" = 1'-0" ON 11 x 17



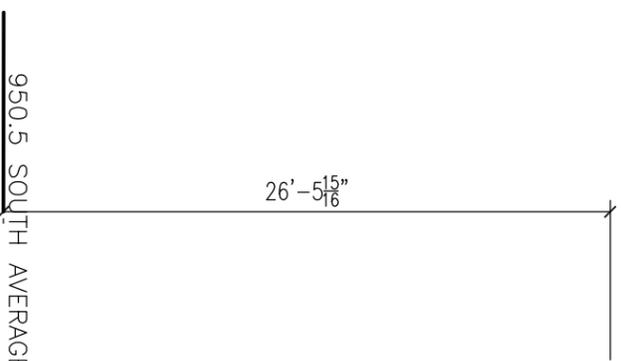
1 NORTH ELEVATION
 SCALE: 1/4" = 1'-0" ON 23 x 36
 1/4" = 1'-0" ON 11 x 17

JACOBUS RESIDENCE

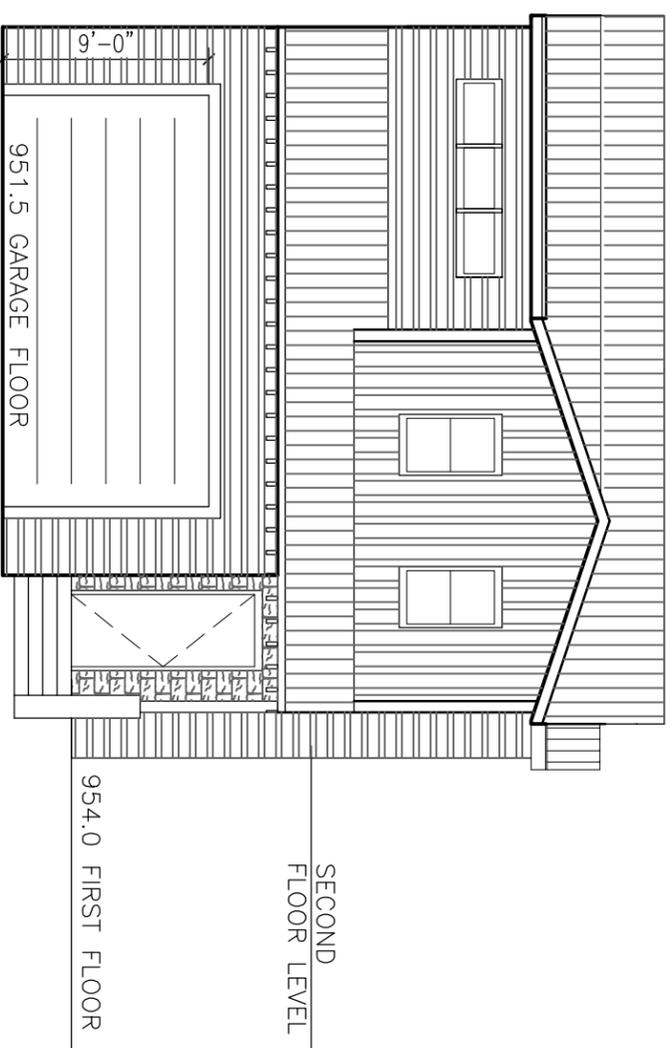
LAKE MINNETONKA



2 LAKE VIEW ELEVATION
AX1 SCALE: 1/2" = 1'-0" ON 11 X 17



2 MEADVILLE ROAD ELEVATION
AX1 SCALE: 1/2" = 1'-0" ON 11 X 17



LEVI/RENEAU DESIGN
ASSOCIATES, LLC
PROJECT MANAGEMENT
AND DEVELOPMENT

8001 5th Street
SLP, Minnesota 55432
PH: 763.717.4966
PH: 612.599.6044

HOUSE REMODELING FOR
Randy & Rane Jacobus
5290 MEADVILLE St, GREENWOOD MN

Copyright 2008
Levi/Reneau Design Assoc, LLC

Designer: JASON

Drawn By: JCL

Checked By:

Revisions

12-07-18 REVIEW

12-12-18 PLANNING MEETING

01-28-19 MIDROOF CALCULATION

NO.	DATE	DESCRIPTION

Sheet Number

AX1

LEGAL DESCRIPTION:
That part of Lot 3, Solberg's Point, lying South of the North 60 feet thereof, Hennepin County, Minnesota.

- SCOPE OF WORK & LIMITATIONS:**
- Showing the length and direction of boundary lines of the legal description listed above. The scope of our services does not include determining what you own, which is a legal matter. Please check the legal description with your records or consult with competent legal counsel, if necessary, to make sure that it is correct and that any matters of record, such as easements, that you wish to be included on the survey have been shown.
 - Showing the location of observed existing improvements we deem necessary for the survey.
 - Setting survey markers or verifying existing survey markers to establish the corners of the property.
 - Showing and tabulating impervious surface coverage of the lot for your review and for the review of such governmental agencies that may have jurisdiction over these requirements to verify they are correctly shown before proceeding with construction.
 - Showing elevations on the site at selected locations to give some indication of the topography of the site. We have also provided a benchmark for your use in determining elevations for construction on this site. The elevations shown relate only to the benchmark provided on this survey. Use that benchmark and check at least one other feature shown on the survey when determining other elevations for use on this site or before beginning construction.
 - This survey has been completed without the benefit of a current title commitment. There may be existing easements or other encumbrances that would be revealed by a current title commitment. Therefore, this survey does not purport to show any easements or encumbrances other than the ones shown hereon.
 - While we show a proposed location for this home or addition, we are not as familiar with your proposed plans as you, your architect, or the builder are. Review our proposed location of the improvements and proposed yard grades carefully to verify that they match your plans before construction begins. Also, we are not as familiar with local codes and minimum requirements as the local building and zoning officials in this community are. Be sure to show this survey to said officials, or any other officials that may have jurisdiction over the proposed improvements and obtain their approvals before beginning construction or planning improvements to the property.
 - Note that all building dimensions and building tie dimensions to the property lines, are taken from the siding and or stucco of the building.
 - While we show the building setback lines per the City of Greenwood web site, we suggest you show this survey to the appropriate city officials to be sure that the setback lines are shown correctly. Do this BEFORE you use this survey to design anything for this site.

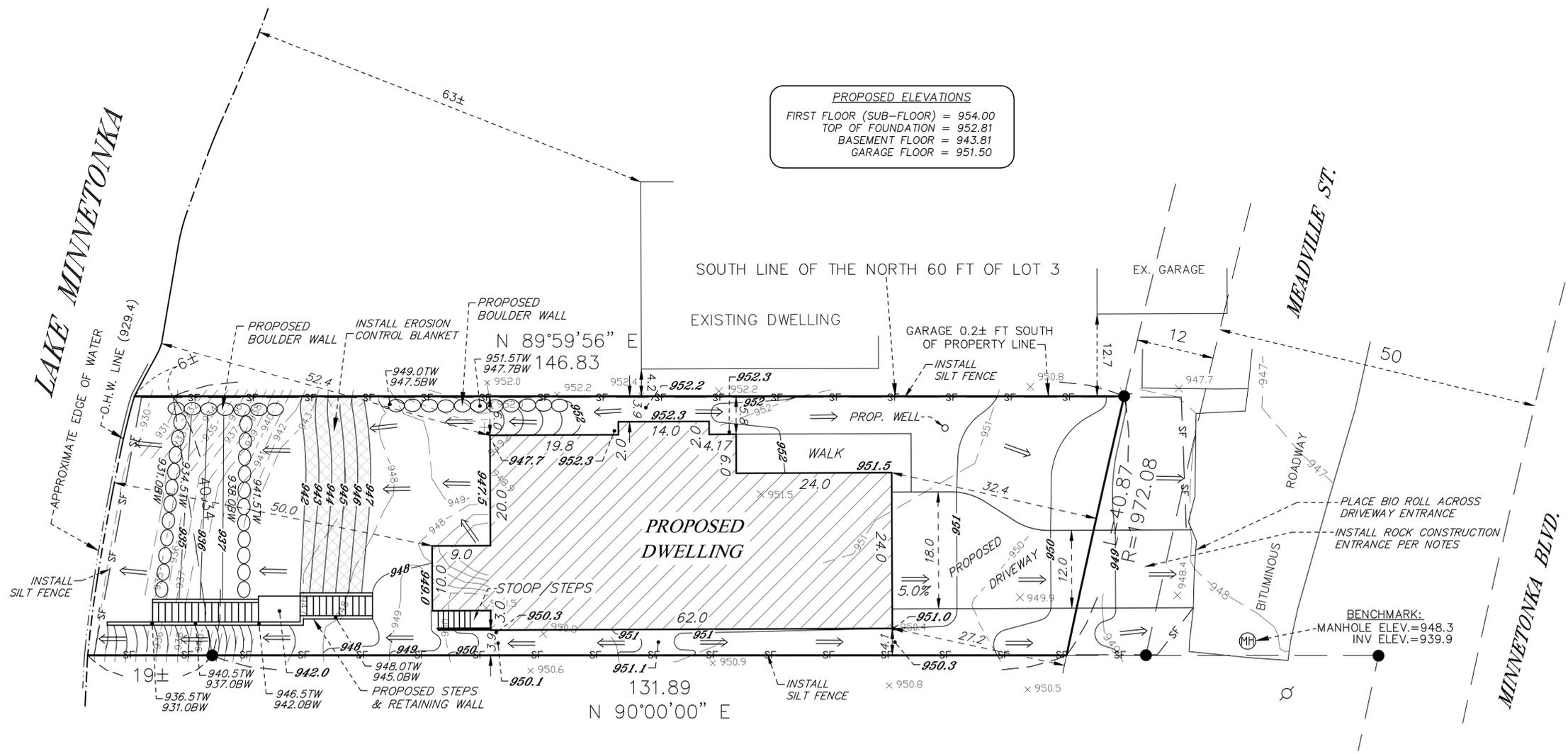
STANDARD SYMBOLS & CONVENTIONS:
● Denotes iron survey marker, found, unless otherwise noted.

- GRADING & EROSION CONTROL NOTES:**
- BEFORE DEMOLITION AND GRADING BEGIN**
- Install silt fence/bio roll around the perimeter of the construction area.
 - Sediment control measures must remain in place until final stabilization has been established and then shall be removed. Sediment controls may be removed to accommodate short term construction activity but must be replaced before the next rain.
 - A temporary rock construction entrance shall be established at each access point to the site and a 6 inch layer of 1 to 2 inch rock extending at least 50 feet from the street into the site and shall be underlain with permeable geotextile fabric. The entrance shall be maintained during construction by top dressing or washing to prevent tracking or flow of sediments onto public streets, walks or alleys. Potential entrances that are not so protected shall be closed by fencing to prevent unprotected exit from the site.
 - Contractor shall install inlet protection on all existing storm sewer inlets in accordance with the city standard details. Inlet protection shall also be provided on all proposed storm sewer inlets immediately following construction of the inlet. Inlet protection must be installed in a manner that will not impound water for extended periods of time or in a manner that presents a hazard to vehicular or pedestrian traffic.
- DURING CONSTRUCTION:**
- When dirt stockpiles have been created, a double row of silt fence shall be placed to prevent escape of sediment laden runoff and if the piles or other disturbed areas are to remain in place for more than 14 days, they shall be seeded with Minnesota Department of Transportation Seed Mixture 22-111 at 100 lb/acre followed by covering with spray mulch.
 - A dumpster shall be placed on the site for prompt disposal of construction debris. These dumpsters shall be serviced regularly to prevent overflowing and blowing onto adjacent properties. Disposal of solid wastes from the site shall in accordance with Minnesota Pollution Control Agency requirements.
 - A separate container shall be placed for disposal of hazardous waste. Hazardous wastes shall be disposed of in accordance with MPCA requirements.
 - Concrete truck washout shall be in the plastic lined ditch and dispose of washings as solid waste.

- Sediment control devices shall be regularly inspected and after major rainfall events and shall be cleaned and repaired as necessary to provide downstream protection.
 - Streets and other public ways shall be inspected daily and if litter or soils has been deposited it shall promptly be removed.
 - If necessary, vehicles, that have mud on their wheels, shall be cleaned before exiting the site in the rock entrance areas.
 - Moisture shall be applied to disturbed areas to control dust as needed.
 - Portable toilet facilities shall be placed on site for use by workers and shall be properly maintained.
 - If it becomes necessary to pump the excavation during construction, pump discharge shall be into the stockpile areas so that the double silt fence around these areas can filter the water before it leaves the site.
 - Temporary erosion control shall be installed no later than 14 days after the site is first disturbed and shall consist of broadcast seeding with Minnesota Department of Transportation Seed Mixture 22-111 at 100 lb/acre followed by covering with spray mulch.
 - Erosion control measures shown on the erosion control plan are the absolute minimum. The contractor shall install temporary earth dikes, sediment traps or basins and additional silt fencing as deemed necessary to control erosion.
- SITE WORK COMPLETION:**
- When final grading has been completed but before placement of seed or sod an "as built" survey shall be done per City of Greenwood requirements to insure that grading was properly done.
 - When any remedial grading has been completed, sod or seeding shall be completed including any erosion control blankets for steep areas.
 - When turf is established, silt fence and inlet protection and other erosion control devices shall be disposed of and adjacent streets, alleys and walks shall be cleaned as needed to deliver a site that is erosion resistant and clean.
 - Contractor shall maintain positive drainage of a minimum 2% slope away from proposed building.

EXISTING HARDCOVER		PROPOSED HARDCOVER	
HOUSE	1,178 SQ. FT.	HOUSE	1,834 SQ. FT.
GARAGE	339 SQ. FT.	FRONT WALK	171 SQ. FT.
FRONT STONE WALK	132 SQ. FT.	REAR STOOP/STEPS	33 SQ. FT.
DECK	358 SQ. FT.	LAKE SIDE STEPS/WALLS	165 SQ. FT.
SOUTHERLY WALK/STEPS	256 SQ. FT.	DRIVEWAY	457 SQ. FT.
STONE STEPS (TO BASEMENT)	47 SQ. FT.	TOTAL PROPOSED HARDCOVER	2,660 SQ. FT.
GAZEBO	75 SQ. FT.	AREA OF LOT TO O.H.W. LINE	6,080 SQ. FT.
STONE PATIO	185 SQ. FT.	LOT COVERAGE	43.8%
WOOD STEPS/DOCK/WALLS	431 SQ. FT.		
TOTAL EXISTING HARDCOVER	3,001 SQ. FT.		
AREA OF LOT TO O.H.W. LINE	6,080 SQ. FT.		
LOT COVERAGE	49.4%		

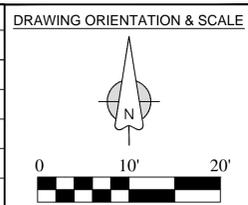
PROPOSED ELEVATIONS
FIRST FLOOR (SUB-FLOOR) = 954.00
TOP OF FOUNDATION = 952.81
BASEMENT FLOOR = 943.81
GARAGE FLOOR = 951.50



LEGEND

EXISTING CONTOUR	--- 950 ---
EXISTING SPOT ELEVATION	x 950.5
PROPOSED CONTOUR	— 950 —
PROPOSED SPOT ELEVATION	950.5 ↗
DRAINAGE ARROW - FLOW	⇒
SILT FENCE/BIO ROLL	— SF —

DATE	REVISION DESCRIPTION
12-7-18	MOVED SCREEN PORCH & UPDATED HOUSE FOOTPRINT
12-13-18	UPDATED HARDCOVER TABULATION
1-7-19	ADDED ATTACHED GARAGE & LOWERED HOUSE 0.5'
1-21-19	REMOVED TREES FROM SURVEY



CLIENT/JOB ADDRESS

RANEE JACOBUS
5290 MEADVILLE STREET
GREENWOOD, MN

Advance
Surveying & Engineering, Co.
17917 Highway No. 7
Minnetonka, Minnesota 55345
Phone (952) 474-7964
Web: www.advsur.com

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Joshua S. Rinke
Joshua S. Rinke
52716
LICENSE NO.
NOVEMBER 14, 2018
DATE

DATE SURVEYED: NOV. 5, 2018
SURVEYED BY: ADVANCED SURVEYING, & ENG., CO.
DATE DRAFTED: NOVEMBER 14, 2018

SHEET TITLE
PROPOSED SURVEY
SHEET SIZE: 22 X 34
DRAWING NUMBER
181361 JR

SHEET NO.
S1
SHEET 1 OF 2

Dale Cooney

From: Ranee Jacobus <raneejacobus@yahoo.com>
Sent: Wednesday, January 30, 2019 11:47 AM
To: Cooney Dale
Subject: OUTSIDE LOOK OF HOUSE

I know it is hard to envision what the house will look like. Obviously, it is long and narrow because of the lot. The garage makes the “house” appear a lot bigger than it is. Without building out over the garage, the house would look very silly, as it would have a big flat shoot out the back of it.

Attached are some pictures that I am modeling the house like on the outside. There are a couple of houses that look similar already erected up in Cottagewood. Clean, modern farmhouse is what they call it. Vertical oard and batten siding, combination of shed and gable rooflines, shed dormers and 2x4 exposed trim in some areas. The elevations do not do justice to what the final product will look like.

Just wanted to give you a visual concept.

Ranee

Begin forwarded message:

From: Ranee Jacobus <raneejacobus@yahoo.com>
Subject: PICTURES FOR DISCUSSION
Date: January 28, 2019 at 9:00:49 AM MST
To: Jason Letourneau <jason@letourneaudesign.net>



RESOLUTION NO 13-19

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA
ACTING AS THE BOARD OF APPEALS & ADJUSTMENTS

In Re: Application of Roland and Rane Jacobus for the property at 5290 Meadville Street for a variance from Greenwood ordinance code sections 1120.15 and 1140.80(4)(c)(2) to encroach into the front and south side yard setbacks and exceed the maximum permitted impervious surface area, and exceed the maximum construction related tree removal in conjunction with the construction of an attached garage on the property.

WHEREAS, Applicants Roland and Rane Jacobus (hereinafter 'Applicant') are the owners of property commonly known as 5290 Meadville Street, Greenwood, Minnesota 55331 (PID No. 26-117-23-33-0008) being real property located in Hennepin County, Minnesota and legally described as follows:

THAT PART OF LOT 3, SOLBERG'S POINT, LYING SOUTH OF THE NORTH 60 FEET THEREOF,
HENNEPIN COUNTY, MINNESOTA.

; and

WHEREAS, the applicant proposes to encroach into the front and south side yard setbacks and exceed the maximum permitted impervious surface area, and exceed the maximum construction related tree removal in conjunction with the construction of an attached garage on the property; and

WHEREAS, notice of a public hearing was published, notice given to neighboring property owners, and a public hearing was held before the planning commission to consider the application; and

WHEREAS, public comment was taken at the public hearing before the planning commission on February 13, 2019; and

WHEREAS, the city council of the city of Greenwood has received the staff report, the recommendation of the planning commission, and considered the application, the comments of the applicant, and the comments of the public.

NOW, THEREFORE, the city council of the city of Greenwood, Minnesota acting as the Board of Appeals & Adjustments does hereby make the following:

FINDINGS OF FACT

1. That the real property located at 5290 Meadville Street, Greenwood, Minnesota 55331 (PID No. 26-117-23-33-0008) is a single-family lot of record located within the R-1 district.

The applicants propose to build a new attached that would encroach into the front and south side yard setbacks on the property. Section 1120.15 of the city code requires side yard setbacks of 8 feet for the 40 foot wide lot. Applicants are proposing a south side yard setback of 3.9 feet and a front setback of 27.2 feet. The January 2019 approval permitted the proposed extent of the house, and the proposed attached garage would be a further encroachment along this same setback line. The attached garage would be setback as close as 27.2 feet from the front property line. The angle of the front property line creates this minor encroachment, as the north corner of the garage is 32.4 feet from the property line. A 686 square foot detached garage is proposed to be removed as part of this project. Currently, that garage encroaches 14.3 feet into the public right-of-way and 7.8 feet into the north side yard setback.

2. Section 1120.15 of the Greenwood Zoning Code limits the impervious area for a property of this size to 33.9%. The property is currently at 49.4% impervious, which excludes areas that encroach into the public right-of-way and the neighboring commercial property. As proposed, the impervious areas would be reduced to 43.8%, and the calculation now includes the entirety of the proposed garage.
3. Section 1140.80 of the Greenwood Zoning Code regulates tree removal and replacement. The applicants propose to remove all but two of the existing, non-noxious trees on the property. Only one of the proposed trees to be removed (the silver maple clump) is considered significant. The lot is narrow and the trees are in close proximity to the existing house. Because of these factors, it would be very difficult to save the trees. Given their location, and their generally

small size, staff is supportive of the proposed tree removal.

As proposed, 47 of the 74 diameter inches of trees (64%) on the property would be removed. Applicants are permitted to remove 15 diameter inches. The equivalent of five 12 foot tall coniferous trees and one 24" or greater softwood deciduous tree would need to be replaced. Applicants are proposing 2 x 3" deciduous trees, and 10 x 2" deciduous trees. As proposed the trees meet the replacement requirements. At least 4 of the replacement trees would be replaced on site, and the remaining 8 trees may be placed on site, or reimbursed to the city at fair market value per Section 1140.80, Subd. 7.

4. Greenwood ordinance section 1155.10, subd 4, 5 & 6 states:

"Subd. 4. Practical Difficulties Standard. "Practical difficulties," as used in connection with the granting of a variance, means:

- (a) that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
- (b) the plight of the landowner is due to circumstances unique to the property and not created by the landowner;
- (c) and the variance, if granted, will not alter the essential character of the locality

Economic considerations alone shall not constitute practical difficulties.

Subd. 5. Findings. The board, in considering all requests for a variance, shall adopt findings addressing the following questions:

- (a) Is the variance in harmony with the purposes and intent of the ordinance?
- (b) Is the variance consistent with the comprehensive plan?
- (c) Does the proposal put property to use in a reasonable manner?
- (d) Are there unique circumstances to the property not created by the landowner?
- (e) Will the variance, if granted, alter the essential character of the locality?

Subd. 6. Practical Difficulties Considerations. When determining reasonable manner or essential character, the board will consider, but will not be limited to, the following:

- (a) Impair an adequate supply of light and air to adjacent property.
- (b) Unreasonably increase the congestion in the public street.
- (c) Increase the danger of fire or endanger the public safety.
- (d) Unreasonably diminish or impair established property values within the neighborhood or in any way be contrary to the intent of this ordinance."

5. The applicants assert that the proposed variance request complies with the practical difficulties standards in Greenwood ordinance section 1155.10, subd 4, 5, & 6.

6. The planning commission, on a 4-0 vote, recommended the council approve with conditions the request of Roland and Ranee Jacobus to vary from city code section 1120.15 to encroach into the south side yard setback by 4.1 feet, to encroach into the front yard setback by 2.8 feet, to exceed the maximum permitted impervious surface area by 9.9%, and to exceed the maximum allowable construction related tree removal by 44% (32 diameter inches) in order to build an attached garage at 5290 Meadville Street, as proposed.

And subject to the following conditions:

- a) Applicants will pay the required landscape security to the city per city code Section 1140.80 Subd. 9.

The motion was based on the following findings:

- a) The variance, if granted, will be in harmony and keeping with the spirit and intent of the zoning ordinance because the purpose of the ordinance is to provide a use zone for low-density single-family dwellings that will be exclusive of other types of use for the purpose of creating a quality semi-estate district. The proposed garage is consistent with that purpose while simultaneously a non-conforming detached garage from the property.
- b) The variance, if granted, will be consistent with the comprehensive plan which encourages, safe, healthy, and quality housing that respects the natural environment of the community.
- c) Though the property owner's proposed *manner of use* of the property is not permitted by the zoning ordinance without a variance, the proposed *manner of use* is reasonable because: it creates an attached garage on a small,

narrow property while also eliminating the existing detached garage that encroaches into the public right-of-way and the north side yard setback.

- d) The plight of the landowner-applicant is due to circumstances unique to the property and not created by the landowner because: the buildable area on the property is limited due to the 40 foot lot width and the overall size of the lot. The front property line angles inward creating a small portion of the garage that encroaches into the setback while most of the proposed structure exceeds setback requirements. The proposed impervious areas are a reduction from legal nonconforming conditions, while also locating the garage structure entirely within the property lines.
- e) The variance, if granted, will not alter the essential character of the locality, because: the proposed attached garage makes the property significantly more conforming than existing conditions.
- f) The variance, if granted, will not:
 - i. Impair an adequate supply of light and air to adjacent property;
 - ii. Unreasonably increase the congestion in the public street;
 - iii. Increase the danger of fire or endanger the public safety; or
 - iv. Unreasonably diminish or impair established property values within the neighborhood or in any way be contrary to the intent of this ordinance.

7. Based on the foregoing, the city council determined that the variance request complies with the practical difficulties standards in Greenwood ordinance section 1155.10, subd 4, 5, & 6.

CONCLUSIONS OF LAW

Based upon the foregoing findings of fact, the city council acting as the Board of Appeals & Adjustments makes the following conclusions of law:

The applicant has made an adequate demonstration of facts meeting the standards of section 1155.10 necessary for the granting of variances from sections 1120.15 and 1140.80(4)(c)(2) and therefore variances to encroach into the south side yard setback by 4.1 feet, to encroach into the front yard setback by 2.8 feet, to exceed the maximum permitted impervious surface area by 9.9%, and to exceed the maximum allowable construction related tree removal by 44% (32 diameter inches) in order to build an attached garage at 5290 Meadville Street be **APPROVED**.

The approval is conditioned that: a) Applicants will pay the required landscape security to the city per city code Section 1140.80 Subd. 9.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Greenwood, Minnesota acting as the Board of Appeals & Adjustments:

That the application of Roland and Rane Jacobus for the property at 5290 Meadville Street, Greenwood, Minnesota 55331 for variances from sections 1120.15 and 1140.80(4)(c)(2) and therefore variances to encroach into the south side yard setback by 4.1 feet, to encroach into the front yard setback by 2.8 feet, to exceed the maximum permitted impervious surface area by 9.9%, and to exceed the maximum allowable construction related tree removal by 44% (32 diameter inches) in order to build an attached garage at 5290 Meadville Street is **APPROVED**.

The approval is conditioned that: a) Applicants will pay the required landscape security to the city per city code Section 1140.80 Subd. 9.

PASSED this 6th day of March, 2019 by the city council of the city of Greenwood, Minnesota acting as the Board of Appeals & Adjustments for the city of Greenwood, Minnesota.

___ AYES ___ NAYS

CITY OF GREENWOOD

By: _____
Debra J. Kind, Mayor

Attest: _____
Dana Young, City Clerk



Agenda Number: **7D**

Agenda Date: **03-06-19**

Prepared by Dale Cooney

Agenda Item: First reading of ordinance 286: revisions to Tree Ordinance, Section 1140.80

Summary: Staff has requested some clarity regarding two issues with the tree ordinance ...

1. Subd 3 limits the removal of **significant** trees and noxious trees may be removed without limitation, but the subdivision is silent on removal of **non-significant** trees. Staff has interpreted this to mean there is no limitation on removal of non-significant trees, but it would be helpful if the ordinance makes that clear.
2. **Non-significant** trees are required to be included in the tree preservation plan for calculating construction-related tree removal. This allows property owners to "game the system" and remove more diameter-inches of trees than would be possible if only significant trees were included in the plan and calculation. Also, requiring the inclusion of non-significant trees in tree preservation plans is inconsistent with subd 3, which only limits the removal of significant trees.

The only time the code requires that non-significant trees be considered is in construction-related removal. But, if non-significant trees aren't otherwise protected, it seems like they could easily be removed before or after construction. Why make property owners do that removal in multiple steps?

If the city is interested in the broader protection of trees for construction-related tree removal, staff's preference would be to redefine significant trees, rather than have two classes of trees. The way the ordinance is currently written creates confusion for applicants trying to comply with the regulations and staff trying to enforce the regulations.

For the council's reference, the definition of a *significant tree* is a healthy tree, measuring a minimum of 10" in diameter (31" circumference) or greater for hardwood deciduous trees, 14" in diameter (44" circumference) or greater for softwood deciduous trees, or 12" in diameter (38" circumference) or greater for conifer / evergreen trees. The trunk diameter of significant trees shall be measured at 48" above grade or at the top of the remaining stump if already cut or harvested.

Planning Commission Action: The planning commission held a public hearing at their February 13th meeting. Motion by Lucking to recommend approval of the ordinance amendment as written. Motion was seconded by Barta. Motion carried 4-0.

Timeline:

- ~~01-02-19 City council discusses potential revisions to the ordinance.~~
- ~~01-24-19 The public hearing notice is submitted to the Sun-Sailor for publication.~~
- ~~01-31-19 The public hearing notice is published in the Sun-Sailor (10+ days prior to planning commission meeting).~~
- ~~02-13-19 Planning commission holds public hearing and makes recommendation.~~
- 03-06-19 City council considers 1st reading of the ordinance (may make revisions / may waive 2nd reading).
- 03-07-19 If the 2nd reading is waived, the ordinance is submitted to the Sun-Sailor for publication.
- 03-14-19 If the 2nd reading is waived, the ordinance is published in the Sun-Sailor (goes into effect on this date).
- 04-03-19 City council considers 2nd reading of the ordinance (may make revisions).
- 04-04-19 The ordinance is submitted to the Sun-Sailor for publication.
- 04-11-19 The ordinance is published in the Sun-Sailor (goes into effect on this date).

Council Action: Potential motions ...

1. I move the city council (1) approve the first reading of ordinance 286 amending the city's zoning code section 1140.80 regarding construction related tree removal as written / as amended; (2) waives the second reading; (3) approves summary resolution 15-19; and (3) directs that summary resolution 15-19 be submitted to the Sun-Sailor for publication.
2. I move the city council (1) approve the first reading of ordinance 286 amending the city's zoning code section 1140.80 regarding construction related tree removal as written / as amended; and (2) directs that the ordinance be placed on the April council agenda for a 2nd reading.
3. Do nothing (maintain current ordinance) or other motion ???

Greenwood code section 1215 requires 2 readings of all ordinances prior to adoption. The 2nd reading shall be within 3 months of the 1st reading. There may be changes between the 1st and 2nd readings. The 2nd reading may be waived by a unanimous vote of city council members present at the meeting. In order to publish an ordinance by title and summary the ordinance must be approved by a 4/5ths vote. Ordinances go into effect once they are published in the city's official newspaper. The planning commission must review and make a recommendation to the city council regarding any changes to the zoning code chapter 11. A public hearing, typically held by the planning commission, also is required for changes to chapter 11.

**AN ORDINANCE OF THE CITY OF GREENWOOD, MINNESOTA
AMENDING GREENWOOD ORDINANCE CODE SECTION 1140.80 REGARDING TREES**

THE CITY COUNCIL OF THE CITY OF GREENWOOD, MINNESOTA DOES ORDAIN:

SECTION 1.

Greenwood ordinance code section 1140.80 subdivisions 3-7 are amended to read as follows:

“Subd. 3. Property Owner Restrictions on Cutting of Trees.

- A. *Annual Permitted Tree Harvest* - No property owner or their employees, independent contractors, or agents, shall cut, kill, disease, or permit the killing or cutting or infection of significant trees (as defined in subdivision 2D above) upon their property in excess of the number listed on the below table in any 1 calendar year without a variance pursuant to section 1155 being first obtained. The removal of significant trees as listed on the below table in any 1 calendar year, shall constitute the “annual permitted tree harvest.”

Property size	Number of significant trees allowed to be removed in any 1 calendar year
Up to 1/4 acre (up to 10,890 sq ft)	1
1/4 acre+ to 1/2 acre (10,891 sq ft to 21,780 sq ft)	2
1/2 acre+ to 3/4 acre (21,781 sq ft to 32,670 sq ft)	3
3/4 acre+ to 1 acre (32,671 sq ft to 43,560 sq ft)	4
Follow the same pattern for properties larger than 1 acre	

- B. *Non-Significant Trees & Noxious Trees* may be cut or removed from property without limitation.
- C. *Tree Trimming* - A property owner may trim an otherwise healthy tree in such a manner as to manage its growth, improve its appearance, or eliminate branches which encroach upon structures and improvements without permit first obtained, provided, however, that such trimming does not cause the tree to become diseased or will likely cause the tree to die. In the event such trimming is likely to cause the tree to become diseased or die, such activity shall be counted against the property owner’s “annual permitted tree harvest” per subdivision 3A.

Subd. 4. Construction-Related Tree Cutting Permits. If the improvement of property necessitates the removal of trees for construction purposes, property owners and / or developers subsequent to issuance of a valid building permit may cut trees from a specific property in accordance with the following provisions, limitations, and conditions attached to such building permit:

- A. The property owner / developer shall be limited to the property owner’s “annual permitted tree harvest” per subdivision 3A in any given calendar year for construction-related tree cutting / harvesting, unless a permit under this subdivision is issued based upon a tree preservation plan prepared by the applicant and submitted to the attention of the building official in conjunction with a building permit application. The building permit application or a zoning code review shall not be considered complete unless and until a tree preservation plan has been submitted by the property owner, developer, or its agent.

~~B. *Limitations on Construction-Related Tree Cutting.* [This section reorganized to C and D below]~~

- ~~(1) The city building official and / or the zoning administrator may impose restrictions on construction-related tree trimming or cutting:

 - ~~(a) so as to preserve significant trees that would not otherwise need to be cut or harvested to permit access, grading, and construction-related activities;~~
 - ~~(b) of “significant trees” so as to preserve and protect same in the course of construction; and~~
 Significant trees lost in the course of access, grading, and construction-related activities must be replaced in accordance with the tree replacement schedule per subdivision 7.~~

- B. ~~C.~~ *Construction-Related Tree Cutting / Trimming Permit Types.* The following construction-related tree cutting / trimming permits may be issued by the city:
 - (1) *Home Addition / Accessory Structure Construction.* In conjunction with an approved building permit to accommodate the expansion of an existing residence and / or the construction of an otherwise code permitted accessory structure, a property owner / developer may cut or remove up to 10% of the total diameter inches of **significant** trees on a property identified on a submitted tree preservation plan.

(2) *New Home Construction / General Property Development.* In conjunction with an approved building permit for a new home construction and / or the razing of an existing home and the construction of a new home thereat, a property owner / developer may cut or remove up to 20% of the total diameter inches of **significant** trees on a property identified on a submitted tree preservation plan.

~~B. C. *Limitations on Construction-Related Tree Cutting.* The city building official and / or the zoning administrator may impose restrictions on construction-related tree trimming or cutting so as to preserve significant trees that would not otherwise need to be cut or harvested to permit access, grading, and construction-related activities.~~

~~D. *Tree Replacement Required.* Significant trees cut down in excess of the maximum permitted under subdivision 3 hereof for construction-related tree cutting permits must ~~lost in the course of access, grading, and construction-related activities~~ be replaced in accordance with the tree replacement schedule per subdivision 7.~~

~~D. E. *Variance.* In the event planned construction activity would necessitate the cutting of more than 10% of total diameter inches of trees identified in the tree preservation plan in conjunction with a home addition or accessory structure construction, or more than 20% of total diameter inches of trees identified in the tree preservation plan in conjunction with a new home development or general development, a variance pursuant to section 1155 must be first obtained. The variance, if approved, shall be conditioned upon the planting of replacement trees in accordance with the tree replacement schedules of this code.~~

Subd. 5. Tree Preservation Plan Requirements. A tree preservation plan shall be prepared by a licensed land surveyor, civil engineer, arborist, landscape architect, or other person whose credentials are deemed acceptable by the city zoning administrator. Such tree preservation plan shall include the following:

A. A map (scale not less than 1" to 30') designating all existing structures, roads, utilities, driveways, and illustrating **all significant trees (excluding noxious trees)** by species.

- ~~(1) All deciduous trees (excluding noxious trees) on the property greater than~~
 - ~~— (a) 3 inches in diameter for hardwood trees, and~~
 - ~~— (b) 4 inches in diameter for softwood trees measured at 48" above grade; and~~
- ~~(2) All coniferous trees greater than 6 feet in height; and~~
- ~~(3) All significant trees (excluding noxious trees).~~

B. A written inventory of all trees included in the tree preservation plan map by type, size, and species and an indication of the trees that would be at risk or will be lost to grading and construction activities.

C. The tree preservation plan shall show how the remaining trees will be protected.

Subd. 6. Subdivision Approval - Tree Replacement. No simple subdivision or full plat subdivision shall be approved by the city council except on condition that:

A. All "Significant Trees"; ~~and~~

~~B. All trees to be~~ cut down in excess of the maximum permitted under subdivision 4 hereof for construction-related tree cutting permits shall be replaced in accordance with the tree replacement schedule below.

Subd. 7. Tree Replacement Schedule:

A. *Replacement Trees Size Categories Defined:*

Replacement Trees Size Categories Defined			
	Size of Replacement Trees Required Per Category		
	A	B	C
Deciduous Trees	Not Less than 2" in diameter	Not Less than 2.5" in diameter	Not Less than 3" in diameter
Coniferous Trees	Not Less than 6' in height	Not Less than 8' in height	Not Less than 10' in height

B. *Replacement of "Trees" or "Significant Trees."* Where replacement of a ~~tree or~~ significant tree is required, the property owner, and their agent, shall be responsible for furnishing and planting the number and size of tree(s) identified in Category A, Category B, or Category C of the following schedules:

Replacement of “Trees” or “Significant Trees”					
Size of Tree Removed, Damaged, or Destroyed	Quantity of Replacement Trees Required Per Category				
	A	or	B	or	C
Coniferous: 1 1/2" diameter but less than 6' tall	1		—		—
Coniferous: 6' to 12' tall	2		4		—
Coniferous: 12' to 24' tall 12" to less than 22" diameter (38" to 69" circ.)	4		2		1
Coniferous: 24' or taller 22" diameter (69" circ.) or greater	8		4		2
Deciduous, Hardwood: 1-1/2" to less than 6" diameter (5" to 18" circ.)	3		2		4
Deciduous, Hardwood: 6" to less than 10" diameter (19" to 30" circ.)	4		3		2
Deciduous, Hardwood: 10" to less than 20" diameter (31" to 62" circ.)	4		2		1
Deciduous, Hardwood: 20" diameter (63" circ.) or greater	8		4		2
Deciduous, Softwood: 1-1/2" to less than 6" diameter (5" to 18" circ.)	3		2		4
Deciduous, Softwood: 6" to less than 14" diameter (19" to 43" circ.)	4		3		2
Deciduous, Softwood: 14" to less than 24" diameter (44" to 74" circ.)	4		2		1
Deciduous, Softwood: 24" diameter (75" circ.) or greater	8		4		2

- ~~A. C. Alternate Site.~~ In the event a property does not offer a reasonable site for planting of replacement trees on the property, the owner shall pay to the city the fair market value of each replacement tree required per the tree replacement schedule including installation costs as determined by the city’s zoning administrator.
- ~~B. D. Source of Replacement Trees.~~ Replacement trees shall consist of “certified nursery stock” or state inspected transplant stock as defined by Minnesota statutes chapter 18 as amended.
- ~~C. E. Tree Survival.~~ Replacement trees shall be chosen with consideration given to the available soil types and available space such as to accommodate the anticipated natural growth and survival of the replacement tree.”

SECTION 2.

Effective Date. This ordinance shall be effective upon publication according to law.

Enacted by the city council of Greenwood, Minnesota this ___ day of _____, 2019.

___ AYES ___ NAYS

CITY OF GREENWOOD

By: _____
Debra J. Kind, Mayor

Attest: _____
Dana H. Young, City Clerk

First reading: _____, 2019
Second reading: _____, 2019
Publication: _____, 2019

RESOLUTION 15-19

**A RESOLUTION OF THE CITY OF GREENWOOD, MINNESOTA
APPROVING PUBLICATION OF ORDINANCE NUMBER 286 BY TITLE AND SUMMARY**

WHEREAS, on March 6, 2019 the city council of the city of Greenwood adopted "Ordinance 286 Amending Greenwood Ordinance Code Section 1140.80 Regarding Trees."

WHEREAS, the city council has prepared a summary of ordinance 286 as follows:

1. The purpose of this ordinance is to clarify that there is no limitation on removal of non-significant trees and to clarify the requirements for construction-related tree cutting.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENWOOD:

1. The city council finds that the above title and summary of ordinance 286 clearly informs the public of intent and effect of the ordinance.
2. The city clerk is directed to publish ordinance 286 by title and summary, pursuant to Minnesota statutes, section 412.191, subdivision 4.
3. A full copy of the ordinance is available at the Greenwood city office, 20225 Cottagewood Road, Deephaven, MN 55331.

ADOPTED by the city council of the city of Greenwood, Minnesota this ____ day of _____, 2019.

____ AYES ____ NAYS

CITY OF GREENWOOD

By: _____
Debra J. Kind, Mayor

Attest: _____
Dana H. Young, City Clerk

CITY OF GREENWOOD

Debra J. Kind, Mayor

Attest: Dana H. Young, City Clerk

First reading: _____, 2019

Second reading: _____, 2019

Publication: _____, 2019



Agenda Number: **11A-E**

Agenda Item: Council Reports

Summary: This is an opportunity for each council member to present updates and get input regarding various council assignments and projects.

Related documents are included in the hard copy of the full council packet and in the electronic version of the packet available at www.greenwoodmn.com.

Council Action: None required.

Site Statistics

Use this reporting tool to see your site statistics for your public site for this month or the previous month. Statistics for the Administration (or "admin") side of your site are not included in this report. Additionally, visits you make to your own site while administering it are not included in these statistics. All data collected before the previous month has been purged from our system and is not available for use; therefore, we recommend printing this report each month for your records.

The first report - Page Views by Section - shows total page views for each section. The second report - Unique Visitors by Section - shows the total page views for each section without the return visitors (showing only views from unique IP addresses). For example, if you browse to a page today, and then browse to that same page tomorrow, your viewing of that page would only be counted once in the unique (second) report.

Each report lists sections in page view order (highest number of page views first) and only lists sections that have had traffic within the reporting period. It does not list those sections without traffic.

Begin Date

End Date

Report Name

[Get Report](#)

Page Views by Section

Section	Page Views	Percent of Total
Default Home Page	6870	64.96%
Agendas, Minutes, Meeting Packets	587	5.55%
City Departments	286	2.7%
Welcome to Greenwood	244	2.31%
RFPs & Bids	178	1.68%
Planning Commission	163	1.54%
Mayor & City Council	162	1.53%
Code Book of Ordinances	152	1.44%
Forms, Permits, Licenses	147	1.39%
Assessments & Taxes	115	1.09%
Garbage & Recycling	94	0.89%
Budget & Finances	90	0.85%
Photo Gallery	84	0.79%
Links	83	0.78%
Elections, Voting	83	0.78%
Spring Clean-Up Day	81	0.77%
Public Safety	76	0.72%
Community Surveys	68	0.64%
Email Sign-Up	56	0.53%
Agendas, Minutes, Meetings	56	0.53%
Lake Minnetonka	51	0.48%
St. Alban's Bay Lake Improvement District	49	0.46%
Comp Plan	49	0.46%
Parks, Trails & Watercraft Amenities	44	0.42%
Coyotes & Animal Services	43	0.41%
Watercraft Spaces	43	0.41%
SABLID Email Sign-Up	39	0.37%
Toilet Drain Guide	37	0.35%
Meetings	36	0.34%
News, Events	35	0.33%
Smoke Testing	34	0.32%

Sewer, Stormwater, Water, Garbage, Recycling	34	0.32%
Old Log Events	32	0.3%
Finances, Taxes, Assessments	30	0.28%
July 4th	30	0.28%
Tree Contractors	30	0.28%
Tour de Tonka	29	0.27%
Fire Department	28	0.26%
Meetings on TV	28	0.26%
Search Results	26	0.25%
City Newsletters	25	0.24%
Luck O' the Lake	22	0.21%
Emergency Preparedness	22	0.21%
Well Water	21	0.2%
Recreation, Amenities	20	0.19%
Homesteading	19	0.18%
Library Events	19	0.18%
Christkindlsmarkt	16	0.15%
Unsubscribe	6	0.06%
---	4	0.04%
TOTAL	10576	100%

Unique IPs by Section

Section	Unique IPs	Percent of Total IPs
Default Home Page	2080	44.94%
Agendas, Minutes, Meeting Packets	310	6.7%
City Departments	227	4.9%
Welcome to Greenwood	148	3.2%
Mayor & City Council	112	2.42%
Forms, Permits, Licenses	111	2.4%
Code Book of Ordinances	95	2.05%
Planning Commission	88	1.9%
Assessments & Taxes	83	1.79%
Garbage & Recycling	74	1.6%
Elections, Voting	68	1.47%
Photo Gallery	67	1.45%
Public Safety	67	1.45%
Spring Clean-Up Day	62	1.34%
Budget & Finances	56	1.21%
Lake Minnetonka	47	1.02%
St. Alban's Bay Lake Improvement District	44	0.95%
Community Surveys	43	0.93%
Email Sign-Up	43	0.93%
RFPs & Bids	41	0.89%
Parks, Trails & Watercraft Amenities	40	0.86%
Comp Plan	39	0.84%
Agendas, Minutes, Meetings	38	0.82%
Watercraft Spaces	36	0.78%
Toilet Drain Guide	36	0.78%
Coyotes & Animal Services	35	0.76%
SABLID Email Sign-Up	32	0.69%
July 4th	30	0.65%
News, Events	30	0.65%
Sewer, Stormwater, Water, Garbage, Recycling	30	0.65%
Old Log Events	29	0.63%
Tree Contractors	29	0.63%
Links	28	0.61%
Finances, Taxes, Assessments	28	0.61%
Tour de Tonka	27	0.58%
Meetings	27	0.58%
Meetings on TV	27	0.58%

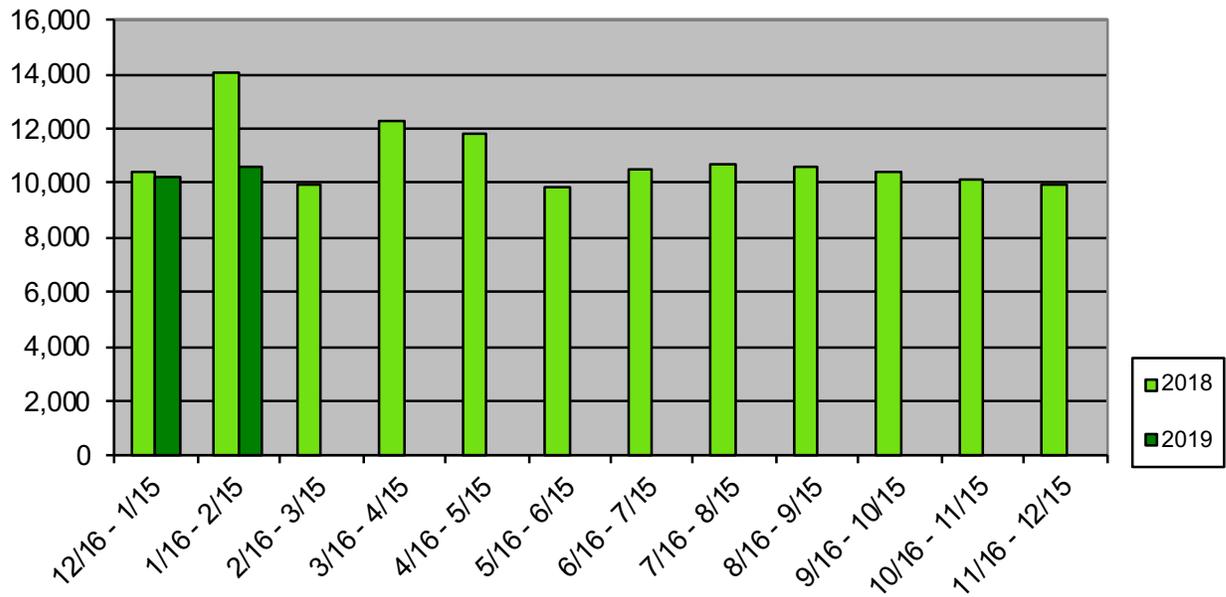


Smoke Testing	26	0.56%
City Newsletters	23	0.5%
Fire Department	23	0.5%
Emergency Preparedness	22	0.48%
Well Water	20	0.43%
Homesteading	19	0.41%
Recreation, Amenities	18	0.39%
Luck O' the Lake	18	0.39%
Library Events	17	0.37%
Christkindlsmarkt	15	0.32%
Search Results	14	0.3%
---	4	0.09%
Unsubscribe	2	0.04%
TOTAL	4628	100%

Generate Download File (.csv) for the current report: [Generate and Download](#)

Done

City of Greenwood
Website Total Hits



Month	2018	2019	Variance with Prior Month	Variance with Prior Year	Bulk Email List
12/16 - 1/15	10,441	10,255	356	-186	176
1/16 - 2/15	14,039	10,576	321	-3,463	175
2/16 - 3/15	9,974		-10,576	-9,974	
3/16 - 4/15	12,252		0	-12,252	
4/16 - 5/15	11,773		0	-11,773	
5/16 - 6/15	9,836		0	-9,836	
6/16 - 7/15	10,511		0	-10,511	
7/16 - 8/15	10,658		0	-10,658	
8/16 - 9/15	10,555		0	-10,555	
9/16 - 10/15	10,439		0	-10,439	
10/16 - 11/15	10,159		0	-10,159	
11/16 - 12/15	9,899		0	-9,899	
AVERAGE	10,878	10,416			

POPULATION: 703
EMAIL ADDRESSES % OF POPULATION: 25.04%

Population source: www.metrocouncil.org, Data & Maps, Download Data, Population and Household Estimates
Population figure updated: 03-17-18



Agenda Number: **FYI**

Agenda Item: FYI Items in Council Packet

Summary: The attached items are included in the council packet for the council's information (FYI) only. FYI items typically include planning commission minutes and other items of interest to the council. When the agenda is approved at the beginning of the meeting, any council member may request to move an FYI item to the regular agenda for further discussion. Moved items will be placed under Other Business on the agenda.

Council Action: No council action is needed for FYI items.

1. CALL TO ORDER/ROLL CALL

Chairman Lucking called the meeting to order at 7:01 p.m.

Members Present: Chairman Pat Lucking, Commissioners Dean Barta, Jennifer Gallagher, and Kelsey Nelson

Others Present: Council Liaison Kristi Conrad and Zoning Administrator Dale Cooney

Absent: Commissioner David Steingas

2. MINUTES – December 12, 2018

Motion by Gallagher to approve the minutes as written. Motion was seconded by Nelson. Motion carried 4-0.

3. PUBLIC HEARINGS

3a. Consider variance requests of Roland and Rane Jacobus to encroach into the south side and front yard setbacks, exceed the maximum permitted impervious surface area, exceed the maximum permitted construction-related tree removal in conjunction with the construction of an attached garage at 5290 Meadville Street.— Section 1120.15 of the Greenwood Zoning Code requires side yard setbacks of 8 feet for the 40 foot wide lot, and a front yard setback of 30 feet. Section 1120.15 of the Greenwood Zoning Code limits the impervious area for a property of this size to 33.9%. Section 1140.80 of the Greenwood Zoning Code regulates tree removal and replacement.

Lucking introduced the agenda item and opened the public hearing.

Ranee Jacobus, applicant, said that the house was previously approved. She said that she looked at all options for the garage and the best option was to move the garage back from the right-of-way and attach it to the house. She said that the garage is simply an extension of the previously approved side yard setback. She said that there is a minor front yard encroachment due to the angle of the front property line. Jacobus said that in the discussion with the city council about attaching the garage, they were aware and seemed comfortable with the idea that the hardcover would go up from what was originally proposed. Regarding the trees, Jacobus said that there are only two significant trees on the property. She said that the trees in the front are natural growth and that there is no way to avoid taking down those trees. She said that most of the trees in the lake yard are noxious and that she will be replanting this area. Jacobus said that the garage will be a benefit to public safety, congestion, and aesthetics.

Lucking closed the public hearing. He agreed that this request was good for public safety.

Barta asked if the square footage of the house is changing. Jacobus said that the only square footage change is above the garage. She said that that was an aesthetic decision since it would look strange to have only a two car garage poking out the front of the house.

Lucking said that the previous hardcover calculation was deceiving since it did not count the area of the garage that is in the public right-of-way.

Motion by Barta to recommend approval of the request based on the recommendation and findings of staff. Motion was seconded by Nelson. Motion carried 4-0.

3b. Consider the conditional use permit and variance requests of Todd and Amy Wilkinson for 21800 Byron Circle to regrade the lake yard areas of the property — Section 1140.19 (2) of the

GREENWOOD PLANNING COMMISSION
WEDNESDAY, FEBRUARY 13, 2019
7:00 P.M.

City Zoning Code requires a conditional use permit for any the grading or site/lot topography alteration request that increases or decreases the average grade (existing compared to final conditions) by more than 1 foot in any 300 square foot area. Section 1176.04 of the zoning code regulates the placement of structures within the Shoreland Management District, the bluff, and the bluff impact zone.

Lucking introduced the agenda item and opened the public hearing.

Luke Busker, builder for the property owners, said that they have photographed the hillside to show existing conditions. He said that they have a photo showing the proposed walls. He said that they are not building any new walls, and that the hillside is eroding. Busker said that there are several different types of walls on the property and that they would like to replace the walls with a consistent material. He said that they would also like to remove a large, leaning oak tree overhanging the shore area. Busker said that they would place outcroppings to stabilize the bluff in the area where the tree is gone. He said the owner does not want a bunch of new walls.

Gallagher said that the rendering seems to show more walls. Busker said that there are several stone walls that are collapsed or hard to see in the photos. He said that he would be doing as little retaining as possible. He said he would use more outcroppings to stabilize the slope, which are large stones that will have the grade naturally come around the stones. He said that they would heavily replant the hillside and use naturally occurring plants.

Barta said that he has worked as an arborist in the past so that he sees the need to remove the large tree. Busker said that they only want to access the hillside one time and that they should do the tree now. He said it would be expensive and invasive to do it later.

Lucking asked what the DNR rules are on the removal of the tree in the shoreland area. Cooney said the DNR would not regulate removal of the specific tree and that the city code requirements are adequate.

Cooney said that he walked the site with Mr. Busker and the City Engineer, Bob Bean. Cooney said that Bean's recommendation is to support areas of the hillside with a mesh grid that would be invisible and less structural in nature than retaining walls. Cooney said that this is somewhat different than the proposed plan that would rebuild failed walls and add some new outcroppings. Cooney said that the City Engineer would prefer something that had the character of a more natural state for the bluff.

Busker said that he would be happy to use an erosion mat in those areas that are appropriate and he would incorporate those recommendations into his project. He said that the mats don't work in all cases and that outcropping would need to be used there. Busker said that the 40% slope of the hill in some areas would not work with the erosion mat. He said that outcroppings are not walls, but are large single stones used to stabilize the hillside.

Conrad said that she sees five walls in the rendering. Busker said that there is a large amount of stone on the hillside where the failed water feature is which is the hatched blue area on the site plan. He said that he would do mostly outcroppings in this area, not walls. He said that the rendering is a little deceptive in that the outcroppings would not look like continuous walls and would be separated by large natural gaps. Busker said that they do not want the hillside to look like a bunch of walls.

Barta said that the hillside is steep and that there is a lot of erosion in this area. He said that timing is essential since rain can cause real problems once the project has started. Barta said that the outcroppings are some of the best things to hold the hill.

Busker said that he cannot think of a better way to hold a hill than outcroppings. He said that once they are gone they do not want the hill to fail. Busker said that they would like to minimize

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the amount of stone. He said that he will eliminate as many outcroppings as he can. He said some of that cannot be known until he is out there building it. Busker said that they need to move forward as early in the spring as they can.

Lucking closed the public hearing.

Nelson said that it looks like an improvement.

Barta said that he goes by this area a lot and that something needs to be done. He said he thinks the plan is great. He said that they are trying to keep it as natural as they can, but they need to stop the erosion.

Conrad said they she would like to know more about the bioengineered solution. Busker said that he would show an example.

Gallagher said that she did not know about outcroppings scattered around. Busker said that because of the removal of the large tree, they need to support the hillside. He said that the canopy is roughly the size of the root system and that will rot away eventually and that something needs to be there to support the hillside when it does. He said he would minimize the outcroppings but would need them in places.

Gallagher said that he was not sure a mesh grid is more natural than stone. Busker said that outcroppings will look natural to the hill rather than a retaining wall. He said that the stone is a glacial stone that will last forever unlike a cheap limestone.

Barta said that plantings sometimes struggle getting established in the grid system. Busker said that the mesh system is only good at certain grades and that the hillside will dictate where is appropriate.

Motion by Lucking to approve the plan based on the recommendation and findings of staff with the condition that the erosion grid will be used where practical. Motion was seconded by Barta. Motion carried 4-0.

3c. Consider revisions to Tree Ordinance, Section 1140.80 of the Greenwood Zoning Code. Lucking introduced the item and opened the public hearing. Hearing no public comments, Lucking closed the public hearing.

Lucking said that he supports the ordinance change since the homeowners could game the system by getting credit for smaller trees and then removing them later anyways.

Cooney said that it was also confusing as written for people just trying to do the right thing and comply with the ordinance.

Lucking made a motion to approve the ordinance amendment as written. Motion was seconded by Barta. Motion carried 4-0.

4. NEW BUSINESS

4a. Planning commission term expirations.

Cooney said that Chairman Lucking has agreed to stay on for another 2 year term. Gallagher said that, due to family obligations, she will not be staying on for another 2 year term. Conrad noted that this would be Gallagher's last meeting.

5. LIAISON REPORT

No liaison report was presented.

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6. ADJOURN

Motion by Lucking to adjourn the meeting. Gallagher seconded the motion. Motion carried 4-0.
The meeting was adjourned at 7:51 p.m.

Respectively Submitted,
Dale Cooney - Zoning Administrator