



Title:	Authorization to Execute the Agreement for Use of Regional Stormwater Management Facility and Authorization to Execute the Temporary Easement for Stormwater Management with Alatus Hopkins LIHTC I LLC
Resolution number:	22-055
Prepared by:	Gabriel Sherman, Planner-Project Manager Phone: (952) 641-4510 gsherman@minnehahacreek.org
Reviewed by:	Michael Hayman, Project Planning Manager Chuck Holtman, MCWD Counsel
Recommended action:	The Board of Managers authorizes the execution of the Agreement for Use of Regional Stormwater Management Facility and the execution of the Temporary Easement for Stormwater Management with Alatus Hopkins LIHTC I LLC by the District Administrator, with non-substantive changes on advice of legal counsel.
Schedule:	September 8, 2022: Approval of Permit 22-349, and authorization to sign agreement and easement that are conditions of Permit 22-349 October 12, 2022: Alatus Building A groundbreaking ceremony Fall 2022: Closing on phase 1B sale of property December 2024: Closing on phase II sale of the property
Budget considerations:	Not applicable
Past Board action:	Res # 20-066 Authorization to Execute a Cooperative Agreement with the City of Hopkins for Coordinated Planning, Improvements and Development for 325 Blake Road Res # 20-067 Authorization to Release the Request for Proposals for Design Services for 325 Blake Road Stormwater Management and Site Restoration Res # 20-091 Authorization to Contract for Design Services for the 325 Blake Road Regional Stormwater and Greenway Project Res # 20-098 Positive Determination of the Feasibility Milestone and Authorization to Solicit Interest in Potential Redevelopment of the 325 Blake Road Site Res # 20-099 Authorization to Enter into a Redevelopment Advisory Services Agreement with Shenandoah Consulting, LLC Res # 21-015 Confirmation of Select Developer List for Engagement in the 325 Blake Road Restoration and Redevelopment Project Res # 21-047 Affirming Developer Selection and Agreement Framework for 325 Blake Road Res # 21-074 Approval of the Preliminary Development Agreement for 325 Blake Road and Approval of Alatus Development's Concept Plan for Public Realm Improvements and Connection to MCWD's Regional Stormwater Project Res # 22-023 Approval of the 325 Blake Road Real Estate Purchase Agreement

Summary:

On April 14, 2022, the Minnehaha Creek Watershed District (MCWD) Board of Managers approved the 325 Blake Road real estate purchase agreement (Purchase Agreement) with Alatus, LLC, MCWD's development partner for the 325 Blake Road Restoration and Redevelopment project. The document was subsequently executed with an effective date of May 9, 2022, detailing that the site to be developed by Alatus would be acquired over two phases at a sale price of \$11,250,000. The "Phase 1 Property" acquisition would contain 8.52 acres of developable land, and approximately 1.30 acres of land for public right-of-way, and would be sold to Alatus for \$8,000,000. The "Phase 2 Property" acquisition would contain approximately 2.93 acres of land and would be sold for \$3,250,000.

In order to facilitate an early close on the affordable housing parcel, Lot 2, Block 2, Mile 14 on Minnehaha Creek (the "Subject Property"), to assist Alatus in securing an allocation of tax-exempt multifamily housing revenue bonds from Minnesota Management and Budget, on June 23, 2022, the MCWD Board of Managers opted to grant a request from Alatus to amend the Purchase Agreement. The amendment shifted the first phase of the takedown schedule, breaking the acquisition into phase 1A (the 1.34-acre affordable housing parcel) and phase 1B (remainder of first phase developable land and right-of-way).

On July 26, 2022, Alatus applied for a permit from MCWD for stormwater management and erosion control. Permit 22-349 will ensure that construction of Building A on the Subject Property meets MCWD stormwater management and erosion control requirements. Alatus proposes to use the MCWD planned regional treatment pond to satisfy the stormwater management requirements for some or all of the Building A property. In addition, to meet construction-phase erosion and sediment control requirements, Alatus proposes to site a sedimentation basin on a nearby parcel still owned by the MCWD. If necessary, in advance of MCWD regional facility completion, Alatus would convert this basin into an infiltration practice to provide post-construction stormwater treatment in the interim. MCWD staff, legal counsel, and the MCWD engineer of record for the regional pond (HDR) find that Alatus' proposed stormwater management plan meets MCWD rules and is feasible, and recommend formalizing the use of MCWD property and regional stormwater facility through an agreement for use of the regional stormwater system (Stormwater Agreement) and a temporary easement for stormwater management activities (Stormwater Easement). MCWD permitting staff are recommending that issuance of Permit 22-349 be made conditional upon execution of the Stormwater Agreement and Stormwater Easement.

The pertinent provisions of the Agreement for Use of Regional Stormwater Management Facility include:

- **Use of regional stormwater facility:** Building A Owner (Alatus) may use the regional facility to meet requirements under District or other stormwater management regulations for development of the Subject Property in accordance with the Master Development Plan. This authorization encompasses only management of stormwater and Owner is responsible to ensure that only stormwater is conveyed to the Watershed Property and into the Facility.
- **Delineation of impervious surface:** In the design that it includes in its Building A development application to the District, and that the District has approved, Owner delineates that portion of area and impervious surface within the Subject Property that is to be conveyed to the Facility.
- **Cost for use of regional stormwater facility:** Owner will owe the District up to \$121,000, Owner's proportion of the District cost to design, construct and maintain the regional facility, in the event Owner fails to purchase the Phase 1B and Phase 2 properties and complete the Master Development Plan. Alatus will provide a \$150,000 letter of credit within 30 days of permit approval and make payment when the final permit is issued under the Master Development Plan, or when the purchase agreement is terminated, if that should occur first.
- **Responsibility for design and construction of conveyance structures:** Owner is responsible for all design and construction in order to convey stormwater from the Subject Property to the regional facility and must do so in a manner conforming to terms and specifications contained in the Agreement.
- **Engineering and Legal Costs:** Owner is responsible to the District for all engineering and legal costs the District incurs to implement this Agreement.

The pertinent provisions of the Temporary Easement for Stormwater Management include:

- **Use of burdened parcels for stormwater management:** Grantee (Alatus) may enter and occupy certain lots owned by the District (Lot 2, Block 1; Lot 3, Block 1; and Outlot C, Mile 14 on Minnehaha Creek) (the “Burdened Property”) for the purpose of installing, operating, inspecting, maintaining and decommissioning stormwater practices and other construction activities associated with managing stormwater discharge originating on the Subject Property. Outlot C, which lies between the Subject Property and the two numbered lots where the basin will be located, may only be used to convey stormwater from the Subject Property to the basin.
- **Responsibility for preventing non-stormwater discharges:** Grantee is responsible to ensure that only stormwater is conveyed to the Burdened Property and that there is not conveyance of non-stormwater discharges.
- **Restoration of burdened parcels:** If this Temporary Easement terminates due to the termination of the Purchase Agreement, within 30 days Grantee will restore the Burdened Property to its pre-occupation condition and will vacate the Burdened Property. The District may not terminate the easement before January 1, 2024.

At its September 8, 2022, Board Meeting, staff will present the Agreement for Use of Regional Stormwater Management Facility and the Temporary Easement for Stormwater Management to the Board and recommends authorizing the execution of each by the District Administrator, with non-substantive changes and on advice of legal counsel.

Attachments:

- Agreement for Use of Regional Stormwater Management Facility, Lot 2, Block 2, Mile 14 on Minnehaha Creek
- Temporary Easement for Stormwater Management, Burdened Property: Lot 2, Block 1, Mile 14 on Minnehaha Creek; Lot 3, Block 1, Mile 14 on Minnehaha Creek; Outlot C, Mile 14 on Minnehaha Creek



RESOLUTION

Resolution number: 22-055

Title: Authorization to Execute the Agreement for Use of Regional Stormwater Management Facility and Authorization to Execute the Temporary Easement for Stormwater Management with Alatus Hopkins LIHTC I LLC

WHEREAS the Minnehaha Creek Watershed District (MCWD) acquired 325 Blake Road in 2011 as a key piece of the Minnehaha Creek Greenway, which will provide 109 acres of a connected corridor of restored creek and habitat through St. Louis Park and Hopkins; the MCWD and other public partners have made substantial investments in the preparation and planning of the site to date; the driving vision of the project is to create a uniquely water-centric redevelopment of a formerly industrialized segment of the Minnehaha Creek corridor; the project will provide layered ecological and societal benefits and will serve as a centerpiece of the larger Minnehaha Creek Greenway restoration;

WHEREAS the MCWD and the City of Hopkins (City) entered into a cooperative agreement to guide the coordinated planning, improvements and redevelopment of the site, focusing on approximately 11-13 acres for transformation into a transit-oriented neighborhood; the MCWD will retain ownership of approximately four-six acres to treat polluted stormwater that flows into the creek from approximately 270 acres of surrounding area and to restore more than 1,000 feet of creek frontage; the MCWD is combining the planning for this later portion of the site with three accompanying parcels bordering the creek for the 325 Blake Road Regional Stormwater and Greenway and Cottageville Park Phase II Riparian Restoration Project; this project includes the construction of stormwater facilities, open space amenities, stream and riparian restoration and a trail network;

WHEREAS following the selection of Alatus by the joint MCWD Board and City Council (collectively, the "Partners"), the Partners developed a Preliminary Development Agreement (PDA) to outline the Partners' respective expectations, rights, and obligations regarding the 325 Blake Road site and to provide for further coordination as a final development plan and planned unit development (PUD) submittal were developed; in particular, the Partners desired to coordinate closely on the final development plan pertaining to the design, location, layout and maintenance of the stormwater-related improvements and amenities designed for the treatment of storm water located on the site, their connections to and integration with MCWD's regional stormwater and greenway project, and other open areas on the redevelopment site that are preserved for recreation and enjoyment by the general public (collectively the "Public Realm");

WHEREAS on November 4, 2021, the Board of Managers approved the PDA among MCWD, the City of Hopkins and Alatus and approved the concept design of the development Public Realm and its connection to MCWD's regional project as submitted in Alatus' PUD application to the City;

WHEREAS on December 21, 2021, the City approved the Plat, Alatus' request to re-zone the entire parcel as a PUD, and a "Master Development Plan" for the entire parcel with a new mixed-use, transit-oriented development on the site; the approved Master Development Plan contains approximately 800 multifamily units, with 688 units of apartments, 112 senior cooperative units, 33 for sale town homes, 8,000 square feet of ground floor retail space, and 9,000 square feet of standalone restaurant space, as well as amenities and improvements for public access and use;

WHEREAS on April 14, 2022, the Board of Managers approved the 325 Blake Road real estate purchase agreement (Purchase Agreement) with Alatus, and the document was subsequently executed with an effective date of May 9, 2022, detailing that the site to be developed by Alatus will be acquired over two phases at a sale price of \$11,250,000;

WHEREAS on May 19, 2022, MCWD received a request from Alatus to modify the agreed upon two-phased takedown of the property, to facilitate an early close on the affordable housing parcel, and subsequently provided a draft amendment to the Purchase Agreement for consideration by the Board of Managers;

WHEREAS on June 9, 2022, subject to satisfaction of the conditions set forth in Resolution # 22-040, the Board of Managers accepted Alatus' proposal to amend the Real Estate Purchase Agreement dated May 9, 2022, between MCWD and Alatus relating to 325 Blake Road (the "Purchase Agreement") to facilitate Alatus' financing and construction of 116 units of income-restricted housing in "Building A" of the Project;

WHEREAS on June 23, 2022, the Board of Managers approved the First Amendment to the 325 Blake Road Real Estate Purchase Agreement and authorized the President to execute the amendment with any non-substantive changes in consultation with legal counsel and delegated authority to the District Administrator, on advice of counsel, to execute all closing documents on behalf of the District, to timely satisfy closing on the Phase 1A parcel on or before the July 8, 2022 deadline, in accordance with the First Amendment to the Real Estate Purchase Agreement;

WHEREAS on July 26, 2022, Alatus Hopkins LIHTC I, LLC applied for a District stormwater management and erosion control permit and proposed use of adjacent District-owned property and the District-owned planned regional stormwater treatment pond to satisfy District rule requirements for stormwater management during and after construction;

WHEREAS the Board finds the temporary use of District property and the use of the planned regional stormwater pond will facilitate progress on the overall 325 Blake Road Restoration and Redevelopment project and, pursuant to proposed terms, will not interfere with District use of the affected District property or shift compliance cost to District taxpayers;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the District Administrator to execute the Agreement for Use of Regional Stormwater Management Facility and the Temporary Easement for Stormwater Management with Alatus Hopkins LIHTC I, LLC, with non-substantive changes and on advice of legal counsel.

Resolution Number 22- 055 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. September 8, 2022.

Secretary Date: _____

**AGREEMENT for USE of
REGIONAL STORMWATER MANAGEMENT FACILITY**

Lot 2, Block 2, Mile 14 on Minnehaha Creek

THIS AGREEMENT is made by **Alatus Hopkins LIHTC I LLC**, a Minnesota limited liability company ("Owner"), and the **Minnehaha Creek Watershed District**, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D ("District").

Recitals:

A. As of the date hereof, pursuant to the Purchase Agreement (defined below) the District has conveyed to Alatus Hopkins MD LLC, a Delaware limited liability company ("Predecessor Owner"), which has conveyed to Owner fee simple title to that certain real property located in Hopkins, Minnesota and legally described as Lot 2, Block 2, Mile 14 on Minnehaha Creek, Hennepin County (the "Subject Property").

B. The District is the current fee owner of that certain real property legally described as follows:

Lots 1 thru 4, Block 1, Mile 14 on Minnehaha Creek, Hennepin County
Lot 1, Block 2, Mile 14 on Minnehaha Creek, Hennepin County
Outlots A thru C, Mile 14 on Minnehaha Creek, Hennepin County

which together, and with certain platted right-of-way, constitute the other property subdivided by the Plat titled Mile 14 on Minnehaha Creek, Hennepin County ("Remaining Property", and together with the Subject Property, collectively, the "Property").

C. The District and Alatus Development LLC, a Minnesota limited liability company ("Developer") are parties to that certain Real Estate Purchase Agreement dated **May 9, 2022** (as amended, supplemented, and modified from time-to-time, and as partially assigned to Predecessor Owner with respect to the Subject Property) (the "Purchase Agreement") pursuant to which Developer has the right to purchase from the District the Remaining Property, excepting Outlots A and B, Mile 14 on Minnehaha Creek, Hennepin County (inclusive of the Subject Property, the "Development Property") for development and construction of a mixed-use development including affordable housing (the "Project"). Pursuant to the Purchase Agreement, the District will retain said Outlots A and B (the "Watershed Property") to be used, improved and preserved by the District for watershed management purposes.

D. Among the purposes that the District intends for the Watershed Property, the District, through a consultant, presently is completing a design for a basin that will capture and treat stormwater for water quality, volume management and peak flow control purposes before it is discharged into Minnehaha Creek (the "Facility"). The District, in coordination with the City, previously has constructed infrastructure beneath both Powell Road and Lake Street right-of-way to convey regional stormwater to the Facility.

E. On December 21, 2021, pursuant to City Resolution 2021-088 and City Ordinance 2021-1177, the City approved the Mile 14 on Minnehaha Creek plat, the Developer's request to re-zone the Property as a planned unit development (the "PUD"), and a "Master Development Plan" for the Property.

F. The Developer subsequently obtained a commitment for Low Income Housing Tax Credit (LIHTC) financing for the construction of the building and improvements on the Subject Property (collectively, "Building A"). Developer was required to close on the LIHTC financing on or before July 8, 2022, and in connection therewith Owner acquired the Subject Property on July 7, 2022. On June 22, 2022, pursuant to City Resolution 2022-044, the City approved an amendment to the PUD and the Master Development Plan for the construction of Building A. On June 23, 2022, the District and Developer executed the First Amendment to Real Estate Purchase Agreement, advancing the closing on the Subject Property. As a result of timing imperatives of or flowing from LIHTC financing, Developer is advancing construction of Building A.

G. The District's duly adopted rules concerning stormwater management allow a property owner, under certain conditions, to meet regulatory requirements associated with land development by use of an off-site stormwater management facility. For certain reasons, including the alteration of the development schedule resulting from the terms of LIHTC financing, Owner may find it necessary or preferable to use the Facility for the purpose of meeting District regulatory requirements, or those of other regulatory authorities, for some or all of the Building A development on the Subject Property. The District is willing to allocate a portion of Facility capacity to that purpose, under the terms set forth herein.

NOW, THEREFORE, Owner and the District enter into this Agreement, declaring it to be for mutual consideration and legally binding.

1. The Recitals are true and correct statements of fact and are incorporated into this Agreement, including the definitions set forth therein. All Exhibits referred to in and attached to this Agreement are incorporated in and form a part of the Agreement.
2. Owner may use the Facility to meet requirements under District or other stormwater management regulations for development of the Subject Property in accordance with the Master Development Plan. This authorization encompasses only management of stormwater. Owner is responsible to ensure that only stormwater is conveyed to the Watershed Property and into the Facility, and that there is not conveyance of non-stormwater discharges as that term is defined in the Small Municipal Separate Storm Sewer Systems General Permit (MNR040000, Minnesota Pollution Control Agency, November 16, 2020) at paragraphs 27.22 and 27.35.
3. Notwithstanding paragraph 2, above, this Agreement does not obligate the District to assume a legally binding obligation to maintain the Facility for the benefit of Owner or of any regulatory authority other than the District.
4. In the design that it includes in its Building A development application to the District, and that the District has approved, Owner delineates that portion of area and impervious surface within the Subject Property that is to be conveyed to the Facility. The delineation is labeled as "Baseline Area" on Exhibit A hereto. The parties recognize that Owner, in due course of permitting procedures, may adjust the portion of the Subject Property that is conveyed to the Facility. Any such adjustment will affect the payment due to the District under paragraph 7, below.

5. Within 30 days after District permit approval for Building A development on the Subject Property, Owner will deliver a standby letter of credit to the District in the amount of \$150,000, and in a form acceptable to the District. This amount is calculated to encompass the sum of: (a) \$121,000 as the fractional cost to the District to design, construct and maintain the Facility for one acre of hard surface from the Subject Property; and (b) \$29,000 as a means to protect the District with respect to Owner's obligation in paragraph 8, below.

6. Owner is responsible for all design and construction in order to convey stormwater from the Subject Property to the Facility in accordance with Owner's purposes. Design, construction practices, site restoration and maintenance of conveyance and connection structures must conform to the terms and specifications set forth at Exhibit B to this Agreement. The District will convey to Owner an appurtenant easement sufficient for Owner to install, own and maintain on the Remaining Property all conveyances and appurtenances that conform to Exhibit B for the purpose of connecting the Subject Property stormwater conveyance system to the Facility.

7. Owner's payment for the right of use under this Agreement is due at the following time, whichever occurs first: (a) the Developer has acquired all of the Development Property, received stormwater management approvals from the District and other regulatory authorities encompassing the Project, and signed and filed for recording or registration all stormwater facility maintenance instruments required by District permits for the Project, in accordance with the Master Development Plan, and signed and filed for recording or registration all stormwater-related agreements required by the Purchase Agreement, and Owner and Developer have satisfied all their respective obligations under the Stormwater Offset Declaration (defined below); or (b) the Purchase Agreement is terminated for any reason before Developer acquires all of the Development Property. The payment amount will be calculated by multiplying the number of acres of impervious surface on the Subject Property hydraulically connected to the Facility by \$121,000. Notwithstanding the preceding sentence, if payment is due by reason of the occurrence of 7(a), the District will waive payment for any part of the impervious surface within the "Baseline Area." Owner will pay the amount due within 30 days of District invoice, otherwise the District may draw on the letter of credit. On payment, Owner may cancel the letter of credit.

8. Owner is responsible to the District for all engineering and legal costs the District incurs to implement this Agreement. The District will invoice Owner from time to time, and will be reimbursed by Owner within 30 days of invoice. If payment is not timely made, the District may draw on the letter of credit referenced in paragraph 5, above.

9. Nothing in this Agreement limits or modifies the District's regulatory and permitting authority as a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D. Owner is responsible to apply for and obtain all watershed district permits and approvals necessary for Building A and for any other improvement on the Subject Property in accordance with all applicable regulations, ordinances, and other laws. This Agreement does not modify any District rule. Nothing herein constitutes or implies a District regulatory determination. All regulatory determinations as to whether Owner may meet District permitting requirements by use of the Facility, and all conditions on a permit that authorizes such use, will be determined in the ordinary course of Owner's application submittal and regulatory review by the District. The purpose of this Agreement is to provide that if Owner proposes to use the Facility in order to meet District permitting requirements, and if the District determines that this is authorized under its rules, then Owner has the legal right to do so, pursuant to the terms herein.

10. Owner may assign its rights and obligations under this Agreement, in whole, to any successor in fee interest to the Subject Property. The parties hereby acknowledge and agree that this Agreement will automatically be assigned to any person who obtains title to the Subject Property, as applicable, by foreclosure, deed in lieu of foreclosure or other similar process.

11. At all times that Owner, or any party operating under Owner's authority, is engaging in work on the Watershed Property, Owner will maintain in full force and effect commercial general liability insurance, occurrence based, with a combined policy limit of at least \$5,000,000 applying to death and personal injury and property damage, covering Owner's ongoing and completed operations, and with blanket contractual liability, which limit may be satisfied by a basic policy, or by the basic policy in combination with umbrella or excess policies so long as the coverage is at least as broad as the basic policy. On the District's request, Owner will deliver to the District a certificate evidencing such insurance. Each insurance policy is to be written by a reputable insurance company reasonably acceptable to the District. The District will be named as an additional insured on the commercial general liability policy, for both ongoing and completed operations, with coverage that is primary and non-contributory, and on the District's request Owner will supply endorsement(s) of such coverage. The limits of insurance hereunder do not limit Owner's liability under the Agreement.

12. Owner will indemnify, defend, and hold harmless the District and its managers, employees and agents, from and against any and all suits, demands, liabilities, costs and other expenses, including reasonable attorney fees and costs, incurred by the District in connection with or arising out of (a) Owner's breach of this Agreement; (b) any exercise of rights under the Agreement by Owner or any of Owner's employees, agents, contractors, subcontractors or assigns (collectively, the "Owner Parties"); or (c) any action or omission of Owner or any of Owner Parties pursuant to the exercise of rights and obligations under this Agreement, except that Owner is not obligated to so indemnify the District as to any suit, demand, liability, cost or other expense that occurs solely as a result of the District's gross negligence or willful misconduct. This section 12 survives the termination of this Agreement for any occurrence or liability arising out of, or resulting from or under, this Section 12 and first arising as of or before termination.

13. The District and the Owner each may enforce this Agreement in law or equity, provided that either party first delivers to the other party at least 30 days' prior notice and opportunity to cure any alleged breach or default hereof, which notice and cure period shall be extended provided such party attempts and continues to completion such cure with reasonable promptness and diligence, and provided further that neither party shall have any right to place any liens or assessments on any of the Project as a remedy for any breach or default hereof. Owner's investor member shall have the right, but not the obligation, to cure a default under this Agreement on behalf of Owner and District agrees to accept such cure as if it were tendered by Owner itself. In any proceeding to enforce rights hereunder or for the breach of this Agreement, prevailing party, may recover its reasonable attorney fees and costs.

14. Nothing in this Agreement affects any term of the July 7, 2022 Declaration executed among Owner, Developer and the District regarding the Stormwater Offset Improvements (the "Stormwater Offset Declaration").

15. In exercising its right of use of the Facility under this Agreement, Owner does not assume any right or obligation to maintain the Facility. Owner, however, does assume the obligation to maintain its own conveyance and appurtenances delivering stormwater to the Facility, whether on the Subject

Property or the Watershed Property, and in accordance with any further terms stated in the easement referenced at paragraph 6, above.

16. This Agreement is effective on the date it has been duly signed by the parties and automatically expires without any further action by either party on **December 31, 2025**. All payment obligations of Owner and any right of use that is perfected by physical connection of a stormwater conveyance from the Subject Property to the Facility in accordance with this Agreement each survive the expiration of the Agreement.

17. A notice, demand or other communication under this Agreement by any party to any other is sufficiently given or delivered if it is (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) sent by recognized overnight courier (such as Federal Express), or (c) delivered personally, as follows:

To Owner:

Alatus Hopkins LIHTC I LLC
c/o Alatus Development LLC
80 South 8th Street, Suite 4155
Minneapolis, Minnesota 55402
Attn: Robert C. Lux and Chris Osmundson

With copies to:

Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
Attention: John M. Stern

and:

Raymond James Tax Credit Fund XX L.L.C.
c/o Raymond James Affordable Housing Investments, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attention: Steven J. Kropf, President

and:

Nixon Peabody LLP
Exchange Place
53 State Street
Boston, Massachusetts 02109
Attention: Nate Bernard, Esquire

To the District:

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

With copy to:

Smith Partners PLLP
250 South Marquette Ave
Suite 250
Minneapolis MN 55401
Attn: Chuck Holtman

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this paragraph.

18. This Agreement is governed by the laws of the state of Minnesota.

DRAFT

OWNER

ALATUS HOPKINS LIHTC I LLC, a Minnesota limited liability company

By: Alatus Hopkins LIHTC I MM LLC, a Minnesota limited liability company, its Managing Member

By: _____
Name: Robert C. Lux
Title: President

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

On this ____ day of _____, 2023, before me, _____, personally appeared Robert C. Lux, known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as the President of Alatus Hopkins LIHTC I MM LLC, a Minnesota limited liability company, the managing member of Alatus Hopkins LIHTC I LLC, a Minnesota limited liability company, and that, by his signature on the instrument, the entity on behalf of which he acted executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission expires:

(SEAL)

DISTRICT Minnehaha Creek Watershed District,
a watershed district with purposes and powers as set
forth at Minnesota Statutes Chapters 103B and 103D

By: _____

Name: James Wisker

Its: Administrator

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by James Wisker as Administrator, Minnehaha Creek Watershed District, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D, on behalf of the watershed district.

Notary Public

DRAFT

**TEMPORARY EASEMENT
for STORMWATER MANAGEMENT**

“Burdened Property”:

**Lot 2, Block 1, Mile 14 on Minnehaha Creek
Lot 3, Block 1, Mile 14 on Minnehaha Creek
Outlot C, Mile 14 on Minnehaha Creek**

**2nd Street NE as shown on Mile 14 on Minnehaha Creek, to the extent underlain by Lot 2, Block 1, and
Outlot C**

THIS TEMPORARY EASEMENT is conveyed to **Alatus Hopkins LIHTC I LLC**, a Minnesota limited liability company (“Grantee”), by the **Minnehaha Creek Watershed District**, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D (“Grantor”).

Recitals:

A. As of the date hereof, pursuant to the Purchase Agreement (defined below), the District has conveyed to Alatus Hopkins MD LLC, a Delaware limited liability company (“Predecessor Owner”), which has conveyed to Grantee fee simple title to that certain real property located in Hopkins, Minnesota and legally described as Lot 2, Block 2, Mile 14 on Minnehaha Creek, Hennepin County (the “Subject Property”).

B. Grantor is the current fee owner of that certain real property legally described as follows:

Lots 1 thru 4, Block 1, Mile 14 on Minnehaha Creek, Hennepin County
Lot 1, Block 2, Mile 14 on Minnehaha Creek, Hennepin County
Outlots A thru C, Mile 14 on Minnehaha Creek, Hennepin County

which parcels together, and with certain platted right-of-way, constitute the other property subdivided by the Plat titled Mile 14 on Minnehaha Creek, Hennepin County (“Remaining Property”). The Remaining Property and the Subject Property, together, constitute the “Property”.

C. Grantor and Alatus Development LLC, a Minnesota limited liability company (“Developer”), are parties to that certain Real Estate Purchase Agreement dated May 9, 2022 (as amended, supplemented, and modified from time-to-time, and as partially assigned to Predecessor Owner with respect to the Subject Property, the “Purchase Agreement”) pursuant to which Developer has the right to purchase from Grantor the Remaining Property except for Outlots A and B, Mile 14 on Minnehaha Creek, Hennepin County (inclusive of the Subject Property, the “Development Property”), for development and construction of a mixed-use development including affordable housing (the “Project”).

Pursuant to the Purchase Agreement, Grantor will retain said Outlots A and B (the "Watershed Property") to be used, improved and preserved by Grantor for watershed management purposes.

D. On December 21, 2021, pursuant to City Resolution 2021-088 and City Ordinance 2021-1177, the City of Hopkins ("City") approved the Mile 14 on Minnehaha Creek plat, the Developer's request to re-zone the Property as a planned unit development (the PUD), and a "Master Development Plan" for the Property.

E. Developer subsequently obtained a commitment for Low Income Housing Tax Credit (LIHTC) financing for the construction of the building and improvements on the Subject Property (collectively, "Building A"). Developer was required to close on the LIHTC financing on or before July 8, 2022, and in connection therewith Grantee acquired the Subject Property on July 7, 2022. On June 22, 2022, pursuant to City Resolution 2022-044, the City approved an amendment to the PUD and the Master Development Plan for the construction of Building A. On June 23, 2022, Grantor and Developer executed the First Amendment to Real Estate Purchase Agreement, advancing the closing on the Subject Property.

F. The Purchase Agreement provides for a phased conveyance of the Development Property that aligns with the phased development set forth in the Master Development Plan. As a result of timing imperatives of or flowing from LIHTC financing, Developer is advancing the construction of Building A in a manner that deviates from the phasing intention captured in the Purchase Agreement and Master Development Plan. In order to conform to Grantor's permitting and other legal requirements to manage soils and stormwater, both during Building A construction on the Subject Property and, on an interim basis, after construction is completed, Grantee is in need of a right of use of a portion of the Burdened Property. Grantor is willing to allow that right of use, for the duration, and otherwise under the terms, set forth herein.

NOW, THEREFORE, Grantor hereby conveys, and Grantee hereby accepts, this Temporary Easement on the terms stated herein, declaring it to be for mutual consideration and legally binding.

1. The Recitals are true and correct statements of fact and are incorporated into this Temporary Easement, including the definitions set forth therein.

2. For the term of this Temporary Easement, Grantee may enter and occupy the Burdened Property (as defined at top of first page of this Temporary Easement) for the purpose of installing, operating, inspecting, maintaining and decommissioning detention basins and other stormwater practices, and appurtenances thereto, associated with managing stormwater discharge originating on the Subject Property. In association therewith, Grantee may stage and operate equipment; stage and stockpile soils and other materials; grade and excavate; lay and utilize conveyance structures; and perform such other acts as are necessary or convenient for the purpose stated, and only for that purpose.

(a) Grantee's occupation and use of Lot 3, Block 1 of the Burdened Property is limited to that part of Lot 3, Block 1 delineated on Exhibit A of this Temporary Easement, attached and incorporated herein, labeled as "Easement Area."

(b) Grantee's occupation of Outlot C and 2nd Street NE of the Burdened Property, and its exercise of the foregoing listed rights on Outlot C and 2nd Street NE, are limited to the installation, operation, inspection, maintenance and decommissioning of swales, culverts or other means of conveying stormwater from the Subject Property to stormwater practices located on Lot 2, Block 1.

3. Grantee is responsible to ensure that only stormwater is conveyed to the Burdened Property and that there is not conveyance of non-stormwater discharges as that term is defined in the Small Municipal Separate Storm Sewer Systems General Permit (MNR040000, Minnesota Pollution Control Agency, November 16, 2020) at paragraphs 27.22 and 27.35. Grantee may not bring or convey onto the Burdened Property any hazardous substance as defined at 42 USC 9601(14), or any petroleum product, except as properly contained as intended within equipment being operated on the Burdened Property. Grantee may not fuel or maintain equipment, or transfer hazardous substances or petroleum product to or from such equipment, on the Burdened Property. Grantee may not export soil or excavated material from the Burdened Property, but must stockpile and protect it for the duration of the Temporary Easement. Grantee may import only clean fill or materials specified for incorporation into stormwater practices.

4. With respect to the lots that together constitute the Burdened Property, this Temporary Easement will automatically terminate or merge into the fee interest for a particular lot, as applicable on the happening of either of the following events:

(a) Grantor conveys the Burdened Property to Grantee, Developer or an affiliate pursuant to the Purchase Agreement; or

(b) The Purchase Agreement is terminated for any reason with respect to the lot, but if the Purchase Agreement is terminated before January 1, 2024, the Temporary Easement terminates only as of that date.

If the Temporary Easement terminates pursuant to paragraph 4(b), within 30 days of termination, or if the request is given under winter conditions, within 30 days of the first day that Grantee can work effectively, as Grantor reasonably determines, Grantee will restore the lot materially to its pre-occupation condition, except as the parties otherwise agree in writing, and will vacate the lot. Grantor may specify reasonable requirements for topsoil application, soil decompaction or amendment, and interim seeding. Grantee may enter the lot after the termination date to establish and maintain interim cover. If Grantee concludes that Building A construction will not be completed by the date stated in paragraph 4(b), above, wishes to extend that date, and so notifies Grantor in writing by November 1, 2023, the parties, in good faith, will consider an extension.

5. Grantee will cooperate to execute one or more instruments to memorialize the termination of this Temporary Easement on the title of one or more of the lots constituting the Burdened Property. Grantor, at its cost, may file any such instrument in the title records.

6. For the Temporary Easement term, Grantee will maintain in full force and effect: (a) commercial general liability insurance with a combined policy limit of at least \$5,000,000 applying to bodily injury, death and property damage, covering Grantee's ongoing and completed operations, with blanket contractual liability and without explosion, collapse or underground exclusion, which limit may be satisfied by a basic policy, or by the basic policy in combination with umbrella or excess policies so long as the coverage is at least as broad as that required herein; and (b) comprehensive automobile liability insurance having a combined single limit of not less than \$2,000,000 per occurrence and insuring against liability for claims arising out of ownership, maintenance or use of any owned, hired or non-owned automobiles. On Grantor's request, Grantee will deliver to Grantor a certificate evidencing such insurance. Each such insurance policy is to be written by a reputable insurance company reasonably acceptable to Grantor. Grantor will be named as an additional insured on the commercial general liability, for both

ongoing and completed operations, and automobile liability policies until the expiration of the Temporary Easement term, with coverage that is primary and non-contributory, and on Grantor's request will supply endorsement(s) of such coverage. The limits of insurance hereunder do not limit Grantee's liability under this Temporary Easement.

7. Grantee will indemnify, defend, and hold harmless Grantor and its managers, employees and agents, from and against any and all suits, demands, liabilities, costs and other expenses, including reasonable attorney fees and costs, incurred by Grantor in connection with or arising out of (a) Grantee's breach of this Temporary Easement; (b) any use of the Temporary Easement by Grantee or any of Grantee's employees, agents, contractors, subcontractors or assigns (collectively, the "Grantee Parties"); or (c) any action or omission of Grantee or any of Grantee Parties pursuant to the exercise of rights and obligations under this Temporary Easement, except that Grantee is not obligated to so indemnify Grantor as to any suit, demand, liability, cost or other expense that occurs solely as a result of Grantor's gross negligence or willful misconduct. This section 7 survives the termination of this Temporary Easement for any such occurrence or liability arising out of, or resulting from or under, this Section 7 and first arising as of or before termination.

8. Until the Temporary Easement terminates, the covenants and restrictions set forth herein will run with the land and bind the title to the Burdened Property. This Temporary Easement is appurtenant to the Subject Property, and only to the Subject Property, inures to the benefit of any successor in title to the Subject Property, and is not assignable. Grantee may record this Temporary Easement in the office of the Recorder or Registrar of Title for Hennepin County, Minnesota, as applicable, provided Grantee notifies Grantor of such recording and pays all fees and taxes due in connection with such recording.

9. The rights created in Grantee by this Temporary Easement expressly are subject to any prior and existing encumbrances on the Burdened Property. Grantor has had the opportunity to review the Burdened Property title and determine that its intended use of the Burdened Property is not affected by any encumbrance. Grantor reserves and shall continue to enjoy the use of the Burdened Property for any purpose that does not materially and adversely interfere with or prevent the use by Grantee of the easements herein granted.

10. Grantor and Grantee each may enforce this Temporary Easement in law or equity, including injunctive relief and foreseeable consequential claims, provided that either party first delivers to the other party at least 30 days' prior notice and opportunity to cure any alleged breach or default hereof, which notice and cure period shall be extended provided such party attempts and continues to completion such cure with reasonable promptness and diligence, and provided further that neither party shall have any right to place any liens or assessments on any of the Project as a remedy for any breach or default hereof. Grantee's investor member shall have the right, but not the obligation, to cure a default under this Temporary Easement on behalf of Grantee and Grantor agrees to accept such cure as if it were tendered by Grantee itself. In any proceeding to enforce rights hereunder or for the breach of this Temporary Easement, the prevailing party may recover its reasonable attorney fees and costs.

11. No waiver of a default by either party hereto will be implied from the non-defaulting party's failure to act in respect of such default. No waiver of a default in the performance of any provision of this Temporary Easement waives any subsequent default in the performance of the same provision or any other provision. No consent to or approval of any act or request by either Grantor or Grantee will waive or render unnecessary the consent to or approval of any subsequent similar act or request.

12. Grantee is responsible to Grantor for all reasonable engineering and legal costs Grantor incurs in administering or monitoring Grantee's activity under this Temporary Easement, and will reimburse Grantor for such costs within 30 days of Grantor's invoice.

13. Nothing in this Temporary Easement limits or modifies Grantor's regulatory and permitting authority as a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D. Grantee is responsible to apply for, obtain and comply with all watershed district permits and other approvals necessary for Building A or any other improvement on the Subject Property, in accordance with all applicable regulations, ordinances, and other laws. This Temporary Easement does not modify any rule of Grantor. Nothing herein constitutes or implies a regulatory determination by Grantor. All regulatory determinations as to whether Grantee may meet Grantor's permitting requirements by means of stormwater practices located on the Burdened Property, and all conditions on a permit that authorizes such use, will be determined in the ordinary course of Grantee's application submittal and regulatory review by Grantor. The purpose of this Temporary Easement is to provide that if Grantee proposes to locate stormwater practices on the Burdened Property in order to meet Grantor's permitting requirements, and if Grantor determines that this is authorized under its rules, then Grantee has the legal right to do so, pursuant to the terms herein.

14. Nothing in this Temporary Easement affects any term of the July 7, 2022 Declaration executed among Grantee, Developer and Grantor regarding the Stormwater Offset Improvements.

15. This Temporary Easement is effective on the date it has been duly signed by both parties.

16. A notice, demand or other communication under this Temporary Easement by a party to the other party is sufficiently given or delivered if it is (a) dispatched by registered or certified mail, postage prepaid, return receipt requested, (b) sent by recognized overnight courier (such as Federal Express), or (c) delivered personally, as follows:

If to Grantee:

Alatus Hopkins LIHTC I LLC
c/o Alatus Development LLC
80 South 8th Street, Suite 4155
Minneapolis, Minnesota 55402
Attn: Robert C. Lux and Chris Osmundson

With copies to:

Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
Attention: John M. Stern

and:

Raymond James Tax Credit Fund XX L.L.C.
c/o Raymond James Affordable Housing Investments, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attention: Steven J. Kropf, President

and:

Nixon Peabody LLP
Exchange Place
53 State Street
Boston, Massachusetts 02109
Attention: Nate Bernard, Esquire

If to Grantor:

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

or at such other address with respect to a party as that party may, from time to time, designate in writing and forward to the other, as provided in this paragraph.

17. This Temporary Easement is governed by the laws of the state of Minnesota.

DRAFT

GRANTEE

ALATUS HOPKINS LIHTC I LLC, a Minnesota limited liability company

By: Alatus Hopkins LIHTC I MM LLC, a Minnesota limited liability company, its Managing Member

By: _____
Name: Robert C. Lux
Title: President

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

On this ____ day of _____, 2023, before me, _____, personally appeared Robert C. Lux, known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as the President of Alatus Hopkins LIHTC I MM LLC, a Minnesota limited liability company, the managing member of Alatus Hopkins LIHTC I LLC, a Minnesota limited liability company, and that, by his signature on the instrument, the entity on behalf of which he acted executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission expires:

(SEAL)

GRANTOR Minnehaha Creek Watershed District,
a watershed district with purposes and powers as set
forth at Minnesota Statutes Chapters 103B and 103D

By: _____
Name: James Wisker
Its: District Administrator

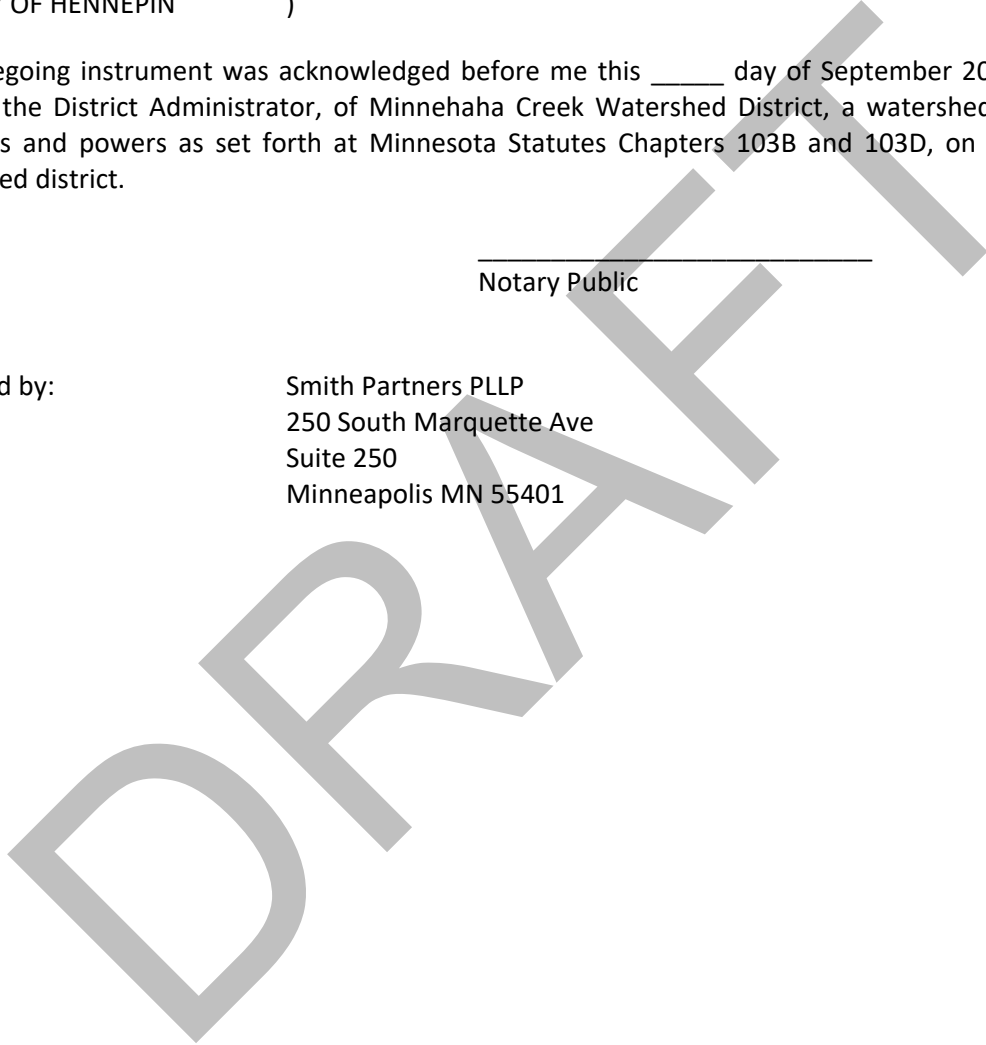
STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

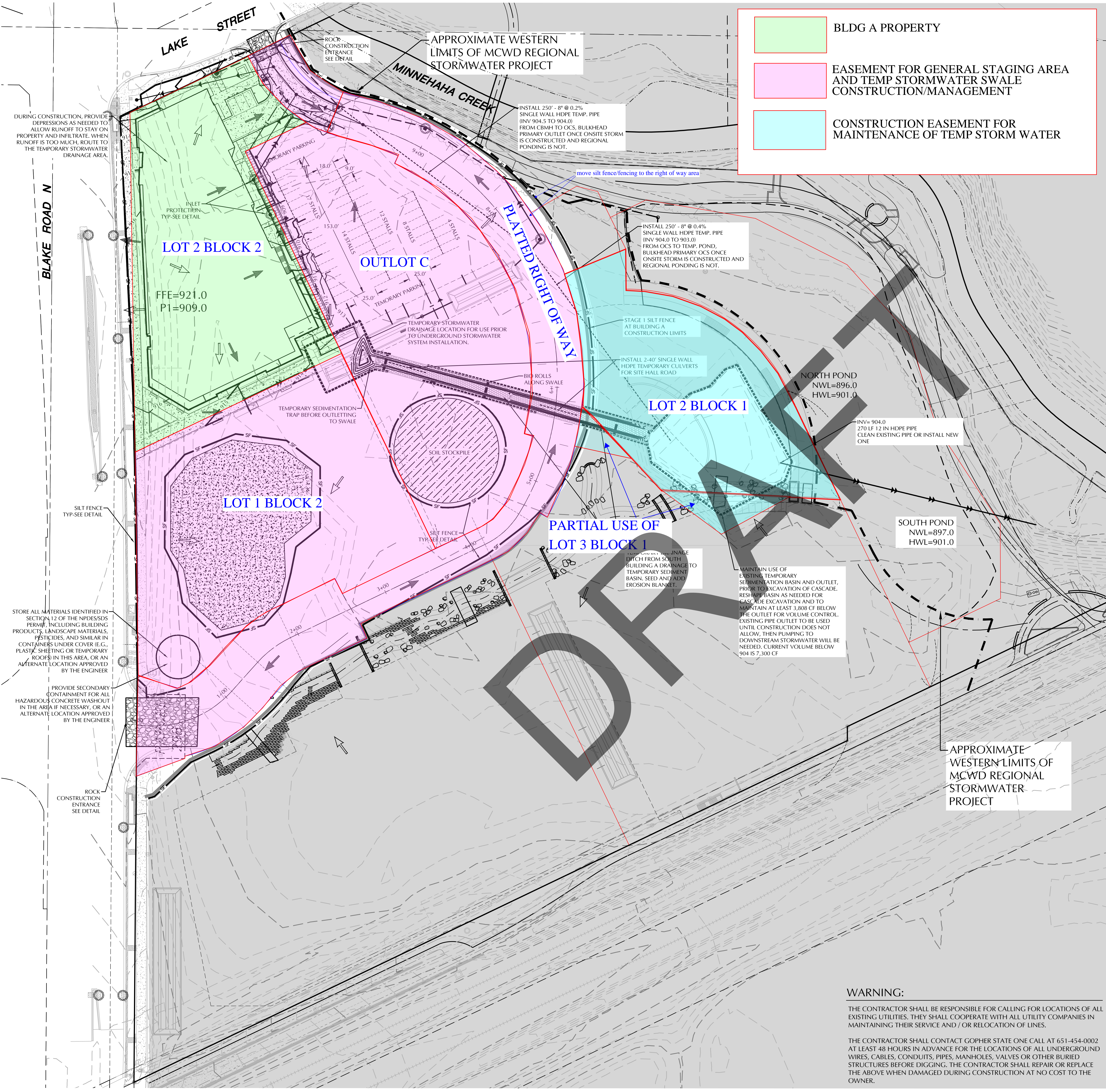
The foregoing instrument was acknowledged before me this ____ day of September 2022, by James Wisker, the District Administrator, of Minnehaha Creek Watershed District, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D, on behalf of the watershed district.

Notary Public

Prepared by:

Smith Partners PLLP
250 South Marquette Ave
Suite 250
Minneapolis MN 55401





BLDG A PROPERTY

EASEMENT FOR GENERAL STAGING AREA AND TEMP STORMWATER SWALE CONSTRUCTION/MANAGEMENT

CONSTRUCTION EASEMENT FOR MAINTENANCE OF TEMP STORM WATER

LEGEND

EXISTING	PROPOSED
CATCH BASIN	CATCH BASIN
FLARED END SECTION	FLARED END SECTION
SANITARY MANHOLE	SANITARY MANHOLE
HYDRANT	HYDRANT
GATE VALVE	GATE VALVE
POST INDICATOR VALVE	POST INDICATOR VALVE
WATER MANHOLE / WELL	WATER MANHOLE / WELL
LIGHT POLE	LIGHT POLE
POWER POLE	POWER POLE
ELECTRIC METER	ELECTRIC METER
GAS METER	GAS METER
TELEPHONE PEDESTAL	TELEPHONE PEDESTAL
SIGN	SIGN
BENCHMARK	BENCHMARK
SOIL BORING	SOIL BORING
PARKING STALL COUNT	PARKING STALL COUNT
ACCESSIBLE PARKING STALL	ACCESSIBLE PARKING STALL
STORM SEWER	STORM SEWER
DRAIN TILE	DRAIN TILE
SANITARY SEWER	SANITARY SEWER
FORCE MAIN	FORCE MAIN
WATER MAIN	WATER MAIN
SANITARY SEWER SERVICE	SANITARY SEWER SERVICE
WATER SERVICE	WATER SERVICE
UNDERGROUND ELECTRIC	UNDERGROUND ELECTRIC
UNDERGROUND FIBER OPTIC	UNDERGROUND FIBER OPTIC
UNDERGROUND GAS	UNDERGROUND GAS
UNDERGROUND TELEPHONE	UNDERGROUND TELEPHONE
OVERHEAD UTILITY	OVERHEAD UTILITY
FENCE	FENCE
CHAIN LINK FENCE	CHAIN LINK FENCE
CONCRETE CURB	CONCRETE CURB
RETAINING WALL	RETAINING WALL
CONCRETE	CONCRETE
NO PARKING	NO PARKING
BUILDING	BUILDING
CONTOUR	CONTOUR
SPOT ELEVATION	SPOT ELEVATION
DIRECTION OF FLOW	DIRECTION OF FLOW
TREE LINE	TREE LINE
PARKING SETBACK LINE	PARKING SETBACK LINE
BUILDING SETBACK LINE	BUILDING SETBACK LINE

SWPPP LEGEND

SILT FENCE	SILT FENCE
INLET PROTECTION	INLET PROTECTION
EXISTING DRAINAGE PATTERN	EXISTING DRAINAGE PATTERN
PROPOSED DRAINAGE PATTERN	PROPOSED DRAINAGE PATTERN
EROSION CONTROL BLANKET	EROSION CONTROL BLANKET
BIO ROLLS	BIO ROLLS

TEMPORARY PONDING

VOLUME
BUILDING A TEMPORARY PONDING REQUIRED FOR PROPOSED IMPERVIOUS: 3,808 CF

2023 OPTIONS

- REGIONAL POND ONLINE BEFORE BUILDING B CONSTRUCTED, POND VOLUME 3,808 CF
- REGIONAL POND NOT ONLINE BEFORE BUILDING B CONSTRUCTED, POND VOLUME INCREASED TO 7,892 CF
- REGIONAL POND ONLINE, BUILDING A DONE, BUILDING B ONLY, POND VOLUME 4,084 CF
- RE-EVALUATE NEEDS IF BUILDING C CONSTRUCTION IMPERVIOUS IS STARTED BEFORE REGIONAL PONDS ONLINE. (ADDITIONAL 6,171 CF POSSIBLE)

LOCATION
CURRENT TEMPORARY PONDING LOCATION AND OUTLET PIPE. VERIFY INVERTS AND VOLUME.

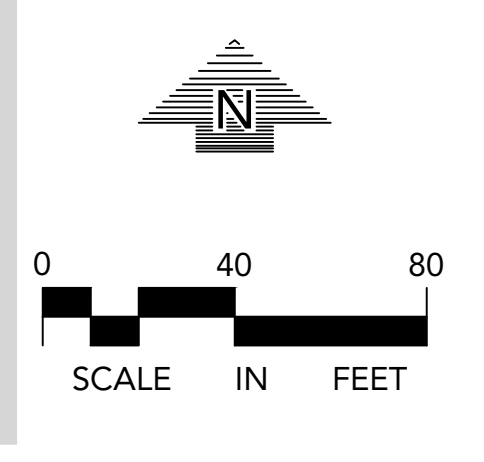
2023 OPTIONS

- BEFORE REGIONAL POND WALL CONSTRUCTION, POND REMAINS AS SHOWN
- REGIONAL POND WALL CONSTRUCTION STARTED, MOVE TEMPORARY POND WEST/SOUTHWEST OUT OF WALL CONSTRUCTION. OUTLET TO BE REROUTED SOUTH AND THEN EAST TO AVOID WALL CONSTRUCTION.
- RE-EVALUATE LOCATION WHEN BUILDING C AND D CONSTRUCTION INTERFERES WITH LOCATION.
- RE-EVALUATE OUTLET PIPE WHEN REGIONAL TRAIL CONSTRUCTION BEGINS
- PIPE UNDER TRAIL TO BE BURIED AND ABANDONED OR REMOVE AND PUMP AS NEEDED TO CREEK
- REGIONAL PONDS ONLINE, REROUTE OUTLET TO REGIONAL PONDS

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



CALL BEFORE YOU DIG
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

325 BLAKE ROAD N
HOPKINS, MN

ALATUS LLC
80 S 8th ST. STE. 4155
MINNEAPOLIS, MN 55402

LOUCKS
PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
7200 Homlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.louckscinc.com

DF/ DAMON FARBER
LANDSCAPE ARCHITECTS
310 South 4th Avenue Suite 700
Minneapolis, MN 55415 p: 612.332.7922

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are prepared by the Consultant professional services for use solely with respect to this project. These CADD files shall not be used for any other project, for additions to this project, or for completion of this project for others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intellectual or contractual rights, additions, or deletions to these CADD files shall be made at the full risk of the party making such requests, additions or deletions and the party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTALS/REVISIONS

10/22/21	PUD SUBMITTAL
10/29/21	CITY RESUBMITTAL
11/08/21	CITY COMMENTS
11/15/21	CITY RESUBMITTAL
01/21/21	PRICING SET
03/30/22	GRANT APPLICATION
06/03/22	DESIGN DEVELOPMENT
06/13/22	CHECK SET FOR FRANA
06/13/22	PFA GRANT SUBMITTAL
06/30/22	PFA GRANT UPDATE
07/08/22	FOUNDATION PERMIT SET

PROFESSIONAL SIGNATURE

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.

Michael J. St. Martin - PE
License No. 24440
Date 07-08-2022

QUALITY CONTROL

Loucks Project No. 20503A
Project Lead: MJS
Drawn By: NWC
Checked By: MJS
Review Date: 07-08-2022

SHEET INDEX

C1-1A-D	EX. CONDITIONS PLAN
C1-2A-D	DEMOLITION PLAN
C2-1A-D	SITE PLAN
C3-1A-D	GRADING PLAN
C3-2A-D	SWPPP PLAN
C3-3	SWPPP NOTES
C4-1A-D	SANIT. AND WATERMAIN
C4-2A-D	STORM SEWER
C8-1, 2	DETAIL SHEET

TEMPORARY EASEMENT AREAS
EX. A