

**CITY OF SHOREVIEW  
AGENDA  
CITY COUNCIL WORKSHOP  
FEBRUARY 9, 2015  
7:00 P.M.**

1. ROLL CALL
2. JOINT MEETING WITH PLANNING COMMISSION TO REVIEW ACCESSORY STRUCTURE REGULATIONS
3. REVIEW OF HIGHWAY 96/SNAIL LAKE MARSH REGIONAL TRAIL MASTER PLAN AMENDMENT
4. DISCUSSION REGARDING SHOREVIEW LIBRARY PROPERTY
5. OTHER ISSUES
6. ADJOURNMENT

**TO:** Mayor, City Council, City Manager and Planning Commission  
**FROM:** Kathleen Castle, City Planner  
**DATE:** February 5, 2015  
**RE:** Joint City Council - Planning Commission Workshop – Accessory Structures

**INTRODUCTION**

Information is also being presented to the City County and the Planning Commission regarding the current requirements for accessory structures. Planning Commission members have expressed interest in reviewing the standards in response to the recent increase in applications for variances and conditional use permits.

Considerable input from the City Council and Planning Commission was received when the current standards were developed in 2006. The intent of the ordinance revision was to establish standards that permit accessory structures provided they are in character with the residential use of the property and neighborhood and accessory to the primary residential use/structure. At the time, there was concern that the accessory structure standards permitted structures that were too large for standard residential properties and negatively impacted the residential character of the property as well as the adjoining neighborhood.

**DEVELOPMENT CODE**

Section 205.082, Detached Residential District (R1) is attached and includes the current standards for accessory structures. The adopted performance standards consider the lot size, floor area of the dwelling unit, building height, exterior design and construction. Accessory structures that exceeded certain size standards are permitted via a conditional use permit provided the criteria are met. A variance is required for structures that exceed the size limitations and do not comply with the other performance standards identified. These standards are summarized in the following table.

**Parcels with less than 1 acre**

	Attached Accessory Structure	Primary (First) Detached Accessory Structure	Second Accessory Structure - Detached	All Accessory Structures
Maximum Area (more restrictive applies)	1,000 sf or 80% of DFA	No attached garage or attached garage less than two- cars present: 750 sf or 75% of DFA	150 sf Conditional Use Permit: 150 to 288 sf	1,200 sf or 90% of DFA

*DFA = Dwelling Unit Foundation Area*

*Variance required to exceed the maximum area permitted*

**Parcels 1 acre or more**

	Attached Accessory Structure	Primary (First) Detached Accessory Structure	Second Accessory Structure - Detached	All Accessory Structures
Maximum Area (more restrictive applies)	1,000 sf or 80% of DFA	No attached garage or attached garage less than two- cars present: 750 sf or 75% of DFA	288 sf	1,200 sf or 90% of DFA

*DFA = Dwelling Unit Foundation Area*

*Conditional use permit required to exceed the maximum area permitted*

**PLANNING COMMISSION**

The Commission has discussed the current regulations and believes the City should consider amending the regulations to provide more flexibility to property owners specifically related to size of accessory structures. Commission members believe that this can be done in a manner that still maintains the character of residential properties and neighborhoods. Options to consider include creating a tiered system that considers lot area, size of the residential dwelling unit and structure setbacks from property lines. In addition, it may be beneficial to have different standards for riparian and non-riparian lots since riparian parcels tend to have different storage needs. Also, characteristics of attached and detached structures should be considered and possibly different regulations for each.

Information attached includes a summary of ordinance requirements from other communities, recent accessory structure activity, including variances and conditional use permits.

**RECOMMENDATION**

At this time, the Staff is asking the Council and Commission to review the information be presented and discuss whether or not a change in the current regulations are needed.

Attachments

- 1) Section 205.082 Detached Residential District, R1
- 2) Summary of Approved CUP's and Variances
- 3) Summary of Regulations - Other Cities

(a) Add 15 feet for the minimum corner lot width requirement.

(3) Setbacks.

Rev. Date  
5/20/13  
Ord. 907

(a) Front Yard. Dwellings and accessory structures shall have a front yard setback of at least twenty-five (25) feet but in no event more than forty (40) feet.

(b) Rear Yard. Dwellings shall have a rear yard setback of at least 30 feet and accessory structures shall have a rear yard setback of at least 10 feet, regardless of lot area requirements.

(c) Side Yard. Side yards adjoining a street right-of-way shall be treated as a front yard for purposes of setback requirements. Dwellings and accessory structures shall maintain minimum side yard setbacks as follows:

<u>District</u>	<u>Dwelling</u>	<u>Accessory Structures</u>
RE (20)	10	5
RE (40)	10	5
RE (60)	15	10
RE (80)	15	10

(d) Lot Coverage. Lot coverage shall be restricted as follows:

<u>District Title</u>	<u>Maximum Lot Coverage</u>
RE (20)	30%
RE (40)	20%
RE (60)	15%
RE (80)	15%

(D) Lots of Record. Legal lots of record that existed prior to a rezoning to a Residential Estate District shall continue to be classified as buildable lots, provided any new construction complies with the RE District standards to extent practical, as determined by the Director of Community Development.

**205.082 Detached Residential District (R1)**

(A) Purpose. In addition to the purposes defined in Section 205.080 (Residential Overview), the Detached Residential District is established to reserve appropriately located areas for single-family living at reasonable population densities consistent with the Land Use Plan Chapter of the Comprehensive Guide Plan.

(B) Permitted Uses. In addition to the uses defined in Section 205.080 (Residential Overview), the following activities are permitted in the Detached Residential District:

- (1) Single-family structures and accessory structures.
- (2) Accessory apartments subject to permit requirements of Section 203.031 (Accessory Apartment Permit).
- (3) Manufactured homes.
- (4) The keeping of non-domestic animals is permitted on property containing two (2) or more acres. The City Council may require the owner of non-domestic animals to apply for a Conditional Use Permit if the Council determines that it is in the best interest of the public's health, safety or general welfare; provided, however, that the raising and keeping of not more than four (4) hen chickens or pullets is permitted on property less than two (2) acres provided a license is obtained in accordance with Section 601.020(D).
- (5) The keeping of Wild Animals is permitted pursuant to the provisions of Section 601.020(B) and provided a license is obtained in accordance with the requirements of that Section.

Rev.Date  
5/3/10  
Ord. #868

Rev. Date  
11/17/08  
Ord. 837

**(C) Conditional Uses.** Approval of a Conditional Use Permit shall require compliance with the requirements set forth in Section 203.032(D) (Conditional Use Permits).

- (1) Funeral Homes (mortuaries) provided the site adjoins a collector or arterial roadway. The performance standards set forth in Section 205.043(C) (General Commercial District (Conditional Uses) shall also be imposed as a condition(s) of approval.

**(2) Accessory Structures.**

- (a) On parcels less than 1 acre in size, accessory structures that have an area of 150 square feet to 288 square feet in size are permitted as a conditional use provided the standards in Section 205.082(C)(2)(c) are met.
- (b) On parcels 1 acre or larger in size, accessory structures that exceed the maximum allowable square footage are permitted as a conditional use provided the standards in Section 205.082(C)(2)(c) are met.

Rev.Date  
4/17/06  
Ord. #789

- (c) Performance Standards
  - (1) The accessory structure shall be located in the rear yard of the property except as otherwise permitted by this ordinance.
  - (2) The accessory structure shall be setback a minimum of 10 feet from the side property line and 10 feet from the rear property line; however, the City may require greater setbacks to mitigate impacts on adjoining properties.

- (3) For parcels 1 acre or larger in size, the lot shall have a minimum area of 1 acre above the ordinary high water line of a lake, ponding area or wetland on the property.
- (4) The accessory structure shall be screened from view of adjacent properties and public streets through the use of landscaping, berming, fencing or a combination thereof.
- (5) The structure shall comply with the standards of Section 205.082(D)(5) of this ordinance.

(D) Required Conditions. In addition to the conditions of Section 205.080(D) (Residential Overview), the following conditions apply:

- (1) Lot Size. A lot of not less than 10,000 square feet with a minimum width of 75 feet and a minimum depth of 125 feet.
- (2) Setback. Dwelling and accessory structures shall have a front yard setback of at least twenty-five (25) feet but in no event more than forty (40) feet. The side yard setback shall be a minimum of ten (10) feet except that side yards adjoining a street right-of-way shall be treated as a front yard for purposes of setback requirements. The rear yard setback shall be a minimum of thirty (30) feet. Zero lot line developments are permitted if consistent with adjacent land uses.
- (3) Height. 35-feet maximum.
- (4) Lot coverage. Maximum of 40%.

(5) Accessory Structures.

(a) Maximum Area.

- (i) Attached Accessory Structure: 1,000 square feet or 80% of dwelling unit foundation area, whichever is more restrictive.
- (ii) Detached Accessory Structure:
  - a. Area shall not exceed the 75% foundation area of the dwelling unit or 750 square feet whichever is more restrictive.
  - b. Parcels less than 1 acre in size:
    - i. When there is no attached garage or an attached garage that is less than a two-car, a single detached accessory structure may consist of the maximum area allowed in Section 205.082(D)(5)(a)(ii)(a). However, the second detached structure shall not exceed 150 square feet. The area of the second detached accessory structure may be increased to a

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5/20/13  
Ord. 907

Rev. Date  
4/17/06  
Ord. #789

maximum of 288 square feet upon Conditional Use Permit approval.

- ii. When there is an attached two-car garage or larger on the property, the total area of all detached accessory structures shall not exceed 150 square feet. The total area of all detached accessory structures may be increased to a maximum of 288 square feet upon Conditional Use Permit approval.

c. Parcels that have a lot area of one or more acres:

- i. When there is no attached garage or an attached garage that is less than a two-car, a single detached accessory structure may consist of the maximum area allowed in Section 205.082(D)(5)(a)(ii)(a). However, the second detached structure shall not exceed 288 square feet.
- ii. When there is an attached two-car garage or larger on the property, the total area of all detached accessory structures shall not exceed 288 square feet.
- iii. The maximum allowable square footage for accessory structures may be exceeded upon Conditional Use Permit approval.

- (iii) The combined area of all accessory structures shall not exceed 90% of the dwelling unit foundation area or 1,200 square feet whichever is more restrictive.

(b) Minimum Setbacks

i. Attached Accessory Structures

- a. Rear yard setback: Not less than 30 feet or the minimum setback required for the principal structure
- b. Side yard setback: 5 feet

ii. Detached Accessory Structures

- a. Side yard: 5 feet
- b. Rear yard: 10 feet
- c. Alleys:
  - i. 20 feet if a garage overhead door faces the alley.

- ii. 10 feet if a garage overhead door is side loaded and does not face the alley.
- iii. Location of the accessory structure shall not interfere with vehicle visibility or traffic movement in the alleyway.
- iii. Accessory structures on corner lots shall be setback the same distance as the principal structure from the street right-of-way except as permitted in 205.080(D)(1).
- iv. No accessory structures shall be located in the front yard of any lot, except for a riparian lot which shall comply with the provisions of Section 203.039 (Riparian Lot-Detached Accessory Structure Permit).
- v. Structures housing non-domestic animals: 100 feet from all property lines except as permitted by the City's licensing provisions.

(c) Height – Detached Accessory Structures

- i. Height of sidewalls cannot exceed 10 feet.
- ii. Maximum height: 18 feet as measured from the highest roof peak to the lowest finished grade; however, in no case shall the height of the accessory structure exceed the height of the dwelling unit
- iii. Storage areas are permitted above the main floor provided they do not exceed an interior height of 6 feet.

(d) Maximum Number of Detached Accessory Structures: 2

(e) Exterior Design and Construction

- (i) The exterior design and materials shall be compatible with the dwelling unit and be similar in appearance from an aesthetic, building material and architectural standpoint.
- (ii) Unfinished metal building exteriors, including corrugated metal siding, untreated non-decay resistant wood, concrete block, cloth, plastic sheeting and other materials that are not compatible with residential neighborhoods are prohibited.
- (iii) All accessory buildings shall maintain a high standard of architectural and aesthetic compatibility with surrounding properties to ensure that they will not adversely impact the surrounding properties and neighborhood.
- (iv) All accessory structures shall have a finished flooring system, with the exception of boathouses.

- (v) No accessory structure shall be constructed prior to the construction of a principal structure.
- (f) Use: Accessory structures are to be used for personal use only and no commercial use or commercial related storage is permitted.
- (g) Escrow: A cash escrow may be required to insure the removal of any accessory structure on the property if said structure must be removed to comply with this Ordinance.
- (h) Evaluation of Impact. The proposed design, scale, massing, height and other aspects related to the accessory structure of any permit requested herein shall be evaluated by the City Manager with respect to the structures and properties in the surrounding area. A building permit may be issued upon the finding that the appearance of the structure is compatible with the structures and properties in the surrounding area and does not reasonably detract from the appearance of the area or city as a whole. Conditions may be attached to the approval of any building permit to ensure that the proposed structure does not have a negative impact on the surrounding areas.

### **205.083 Attached Residential District (R2)**

- (A) Purpose. In addition to the purposes defined in Section 205.080(A) (Residential Overview), the Attached Residential District is established to:
  - (1) Provide for all income levels an opportunity to enjoy a medium density environment.
  - (2) Reserve appropriately located areas for family living in a variety of types of dwellings at a reasonable range of population densities consistent with the Land Use Chapter of the Comprehensive Guide Plan.
  - (3) Provide special requirements for common facilities, parking and other conditions created by an increased population density.
- (B) Permitted Uses. In addition to the uses defined in Section 205.080(B) (Residential Overview), buildings with 2-6 residential units are permitted in the Attached Residential District.
- (C) Required Conditions. In addition to the conditions of Section 205.080(D) (Residential Overview), the following conditions apply for the Attached Residential District:
  - (1) Lot size. Minimum zoned area of 5 acres unless being rezoned from Urban Underdeveloped; minimum lot size of 10,000 square feet per building plus 1,000 square feet per unit and a width of not less than 80 feet per building.

VARIANCE/CUP	YEAR	ATT/DET	RIPARIAN/NON-RIPARIAN	STRUCTURE AREA	TOTAL ACC. STRUCTURE AREA	DWELLING AREA	LOT AREA	COMMENTS
CUP	2006	DET	NON-RIPARIAN	288 SF	UNK	UNK	11616 SF	
CUP	2007	DET	NON-RIPARIAN	288 SF	926 SF	UNK	21579 SF	
CUP	2008	ATT	RIPARIAN	>1200 SF TOTAL	1870 SF	2296 SF	79000 SF	ADD TO ATTACHED GARAGE, CREATE 572 SF 2-CAR WITH EXISTING DETACHED
CUP	2009	ATT	NON-RIPARIAN	>1200 SF TOTAL	1896 SF	1932 SF	1.75 ACRES	ADD 3-CAR ATTACHED (896 SF). EXISTING 1000 SF DETACHED
CUP	2010	DET	NON-RIPARIAN	280 SF	904 SF	UNK	20000 SF	
CUP	2010	BOTH	RIPARIAN	>1200 SF TOTAL	2135 SF	5705 SF	2.6 ACRES	1884 SF ATTACHED GARAGE AND 250 SF DETACHED GARAGE
CUP	2012	DET	NON-RIPARIAN	>1200 SF TOTAL	2257 SF	1983 SF	1.56 ACRE	
CUP	2012	DET	NON-RIPARIAN	224 SF	1184 SF	UNK	35970 SF	
CUP	2012	BOTH	RIPARIAN	>1200 SF TOTAL	1891 SF	2399 SF	3.9 ACRE	ATTACHED GARAGE = 1293 SF; DETACHED 422 SF (THIS DETACHED WAS NOT BUILT); BOATHOUSE = 176 SF
CUP	2013	DET	NON-RIPARIAN	400 SF	906 SF	1164 sf	1.77 ACRE	LOT LARGER THAN ONE ACRE; EXCEED THE 288 SF MAX FOR A DETACHED STRUCTURE WITH CUP
CUP	2013	DET	NON-RIPARIAN	175 SF	1039 SF	1550 SF	10720 SF	GAZEBO MORE THAN 150 SF
CUP	2013	DET	NON-RIPARIAN	252 SF	872 SF	1140 SF	30600 SF	SHED MORE THAN 150 SF
CUP	2013	DET	RIPARIAN	>1200 SF TOTAL	1351 SF	2250 SF	1.05 ACRE	REBUILD EXISTING DETACHED GARAGE EXPANDING HEIGHT
CUP	2013	DET	RIPARIAN	>1200 SF TOTAL	1744 SF	1685 SF	2.5 ACRE	NEW 1120 SF DETACHED GARAGE; 624 SF EXISTING ATTACHED GARAGE
CUP	2014	DET	NON-RIPARIAN	157 SF	597 SF	1094 SF	16988 SF	157 SF FLOOR AREA FOR TWO DETACHED STRUCTURES (GREATER THAN 150 SF)
CUP	2014	DET	NON-RIPARIAN	280 SF	856 SF	1120 SF	12168 SF	SHED LARGER THAN 150 SF
VARIANCE	2006	DET	NON-RIPARIAN	832 SF	1312 SF	720 SF	34500 SF	
VARIANCE	2007	DET	NON-RIPARIAN	786 SF	786 SF	UNK	UNK	RELOCATE/REBUILD LEGAL NON-CONFORMING GARAGE FURTHER FROM THE STREET
VARIANCE	2007	DET	RIPARIAN	880 SF	880 SF	1409 SF	32163 SF	ALSO VARIANCES FOR HEIGHT AND UPPER STORAGE AREA
VARIANCE	2011	DET	NON-RIPARIAN	1100 SF	1100 SF	768 SF	10125 SF	VARIANCES FOR HEIGHT, SIDE SETBACK, FLOOR AREA, % OF DWELLING FOUNDATION AREA
VARIANCE	2012	DET	NON-RIPARIAN	1100 SF	1100 SF	786 SF	10125 SF	VARIANCES FOR HEIGHT, SIDE SETBACK, FLOOR AREA, % OF DWELLING FOUNDATION AREA
VARIANCE	2013	DET	NON-RIPARIAN	416 SF	1232 SF	1484 SF	15246 SF	VARIANCE TO INCREASE SHED FLOOR AREA TO 416 SF AND TOTAL FLOOR AREA TO 1232 SF REBUILD AND ENLARGE EXISTING DETACHED GARGE FROM 482 SF TO 520 SF, TOTAL FLOOR AREA FOR
VARIANCE	2013	DET	RIPARIAN	520 SF DETACHED	1292 SF	UNK	0.78 ACRE	ALL ACC STRUCT = 1292 SF
VARIANCE	2014	DET	NON-RIPARIAN	1100 SF	1100 SF	768 SF	10125 SF	VARIANCE FOR SETBACK, FLOOR AREA, % OF DWELLING FOUNDATION AREA, HEIGHT
VARIANCE	2014	DET	NON-RIPARIAN	576 SF	1104 SF	1350 SF	16900 SF	INCREASE FLOOR AREA TO MORE THAN 288 SF AND TOTAL FLOOR AREA > 1200 SF
VARIANCE	2014	DET	RIPARIAN	484 SF	1471 SF	2441 SF	30228 SF	VARIANCE ALLOWED EXISTING 987 SF ATTACHED GARAGE, AND NEW 484 SQ FT DETACHED GARAGE
VARIANCE	2014	DET	RIPARIAN	744 SF	1268 SF	1831 SF	27442 SF	INCREASE FLOOR AREA TO MORE THAN 288 SF AND TOTAL FLOOR AREA > 1200 SF
VARIANCE & CUP	2010	BOTH	RIPARIAN	>1200 SF TOTAL	1572 SF	3025 SF	27073 SF	998 SF ATTACHED AND 576 SF DETACHED GARAGES

Municipality	Height	Setbacks	Area	Number	Permit Required?
Arden Hills	15 feet or the height of the principal structure to which it is accessory, whichever is lower.	10 feet from all rear and interior side lot lines.	Limited to 728 square feet. A larger structure up to 1,456 may be permitted with a Site Plan Review as approved by the Planning Commission and City Council.	2	For all structures over 120 square feet.
Bloomington	12 feet measured from the lowest exterior point to the highest point in the roof.	5 feet sideyard 5 feet or 10 feet depending on zoning district.	Parcels with 15,000 square feet or less: Equal to the maximum floor area allowed for garages, plus 120 square feet, less the total floor area of all garages on the parcel. In no event greater than 1,120 square feet for all.  Parcels greater than 15,000 square feet: Included in maximum combined garage and accessory building size	2	For all structures over 120 square feet.
Brooklyn Park	Must not exceed 18 ft or the height of the principal building, whichever is less.	5 or 7.5 feet from any interior property line depending on the zoning district.	The combined floor area of the detached accessory building (s) and an attached garage shall not exceed the area of the foundation footprint of the house or 1,000 square feet, whichever is greater.	2	For all structures over 120 square feet.
Golden Valley	10 feet from floor to top plate.	5 feet from rear or side property line	800 square feet - for a single structure 1,000 square feet total accessory structures - total must be less than that of the principal structures, including attached garage.	?	For all structures over 120 square feet.
New Brighton	Accessory structures or detached garages shall match or complement the existing primary residential structures in height and materials, and shall conform with all of the setback requirements for the zoning district where located.	5 feet from rear or side property line	The combined size of any attached and detached accessory structures or garages shall not exceed 1,664 square feet.* Any structures larger than 624 square feet up to 1,064 square feet shall be subject to approval of a Special Use Permit.		For all structures over 120 square feet.
Oakdale		10 feet from sideyard and 30 feet from rear yard.	Private detached garages not exceeding 1,000 square feet. Accessory buildings may not exceed 200 square feet.	2	For all structures over 120 square feet.
Robbinsdale	Storage sheds shall not exceed 16 feet in height (measured from grade to midpoint on gable end).	1 1/2 feet to the side property line and 2 feet from the rear property line if the property line adjoins an alley right-of-way	Sliding Scale based on Lot Width * 800-1200 for a single accessory building 1000-1400 square feet total coverage allowed.		For all structures over 120 square feet.

<p><b>Saint Louis Park</b></p>	<p>Accessory structure must not exceed 15 feet in height unless the roof pitch of the accessory building matches the pitch on the house. If the pitch matches, the additional height shall not to exceed 24 feet in total.</p>	<p>2 feet from side or rear lot line</p>	<p>Total cumulative ground floor area of all accessory buildings and structures shall not exceed 800 square feet (or) 25 percent of the area between the principal structure and rear lot line.</p>	<p>N/A</p>	<p>For all structures over 120 square feet.</p>
<p><b>White Bear Lake</b></p>	<p>The height of a storage shed is limited to 12 feet as measured from ground to grade to the top of the roof. Single story not to exceed the height of the principal building.</p>	<p>5 feet from rear or side property line</p>	<p>For lots 10,500 square feet or less: The combined square footage of a storage shed and an attached or detached garage shall not exceed 1,000 square feet or 100 percent of the first floor area. No more than 1 oversized shed shall be allowed per single family home or lot.</p>	<p>2</p>	<p>For all structures over 120 square feet.</p>
<p><b>Vadnais Heights</b></p>	<p>Single story not to exceed the height of the principal building.</p>	<p>5 feet from side and 10 feet from rear property line</p>	<p>No more than 1 oversized shed shall be allowed per single family home or lot.</p>	<p>2</p>	<p>For all structures over 120 square feet.</p>

**TO:** Mayor, City Council, City Manager  
**FROM:** Kathleen Castle, City Planner  
**DATE:** February 5, 2015  
**SUBJECT:** Highway 96 Regional Trail Amendment - Ramsey County

### **INTRODUCTION**

Ramsey County Parks and Recreation Department (RCPRD) is at the initial stages of amending its Highway 96 Regional Trail Master Plan to incorporate the attached concept for the Snail Lake Marsh Area. Hoisington Koegler Group, Inc. (HKGi) has been retained by Ramsey County to assist in preparing the formal master plan amendment.

RCPRD is required by the Metropolitan Council to prepare, and amend when necessary, a Master Plan for each its Regional Parks and Trails. The Highway 96 Master Plan was initially adopted in September of 1996 and has not been amended. The purpose of this amendment will be to specifically guide the development, preservation, management and improvement of the 47 acre Snail Lake Marsh area.

The intent of the proposed trails and other passive amenities is to improve accessibility to the Snail Lake Marsh area which is part of the Highway 96 Regional Trail Corridor. Proposed trail improvements have been designed to meander through the site highlighting features such as the Lake and Marsh areas with designated overlooks, seating areas and interpretive signage. The main trail access would be paved in accordance with the ADA requirements. Other improvements include restoration of upland, woodland and shoreland areas. Funding for these improvements is not currently budgeted as the Plan Amendment needs Metropolitan Council approval before the project can be included in the County's budget.

### **BIKEWAYS AND TRAILS COMMITTEE**

The concept was present to the Bikeways and Trails Committee in December and it was favorably received. This concept did identify a community garden and a future City trail connection to the Reiland Lane was included in the plan. This City trail connection is not part of the regional improvements and if supported, would need to be funded and constructed by the City in the future. While the Committee was supportive of the trail connection because it provides a neighborhood connection to the regional trail, there was not support for the community garden. As such, the community garden was removed from the plan. Minutes from the meeting are attached.

### **PARKS AND RECREATION COMMISSION**

The Parks and Recreation Commission also reviewed the proposed plan and were supportive of the proposed improvements. The Commission felt that the proposed improvements would enhance the Regional Trail system, provide better public access to the Snail Lake Marsh area and

have little impact on adjoining land uses. It was recommended that the improvements include seating areas or tables for users to eat lunch or picnic.

### **OPEN HOUSE**

An open house was held on January 28<sup>th</sup> for the public. Ramsey County did provide mailed notice of this open house to property owners who live on or near Snail Lake and Highway 96. The meeting was well attended and while comments were mixed, a number of residents preferred retaining the area as a natural site without improvements since the area is currently used by some for hiking and snow-shoeing. Other residents expressed support of the planned improvements after the meeting. Many of the concerns related to the potential future trail connection to Reiland Lane. Attached are written comments received.

### **RECOMMENDATION**

The Plan Amendment is being presented to the Council for review and comment. Revisions to the plan are expected in response to the public comment received. The Plan Amendment will then be brought to the City Council for formal support as well as the Ramsey County Board before it is brought to the Metropolitan Council for approval.

#### Attachments

- 1) Highway 96 Regional Trail – Snail Lake Marsh Master Plan
- 2) PowerPoint Presentation – Open House
- 3) Bikeways and Trails Committee Meeting Minutes – December 4, 2014
- 4) Open House – Comments received



HIGHWAY 96 REGIONAL TRAIL - SMALL LAKE MARSH MASTER PLAN



	Upland Restoration
	Shoreland Restoration
	Woodland Restoration



# Highway 96 Regional Trail

## Snail Lake Marsh Master Plan Amendment

Community Meeting - January 28, 2015



## **Purpose of Amendment**

- Guide the restoration and development of the Snail Lake Marsh area along Hwy 96
- Update the 1996 Master Plan
- Master Plans are required by the Metropolitan Council for all regional facilities before development can occur

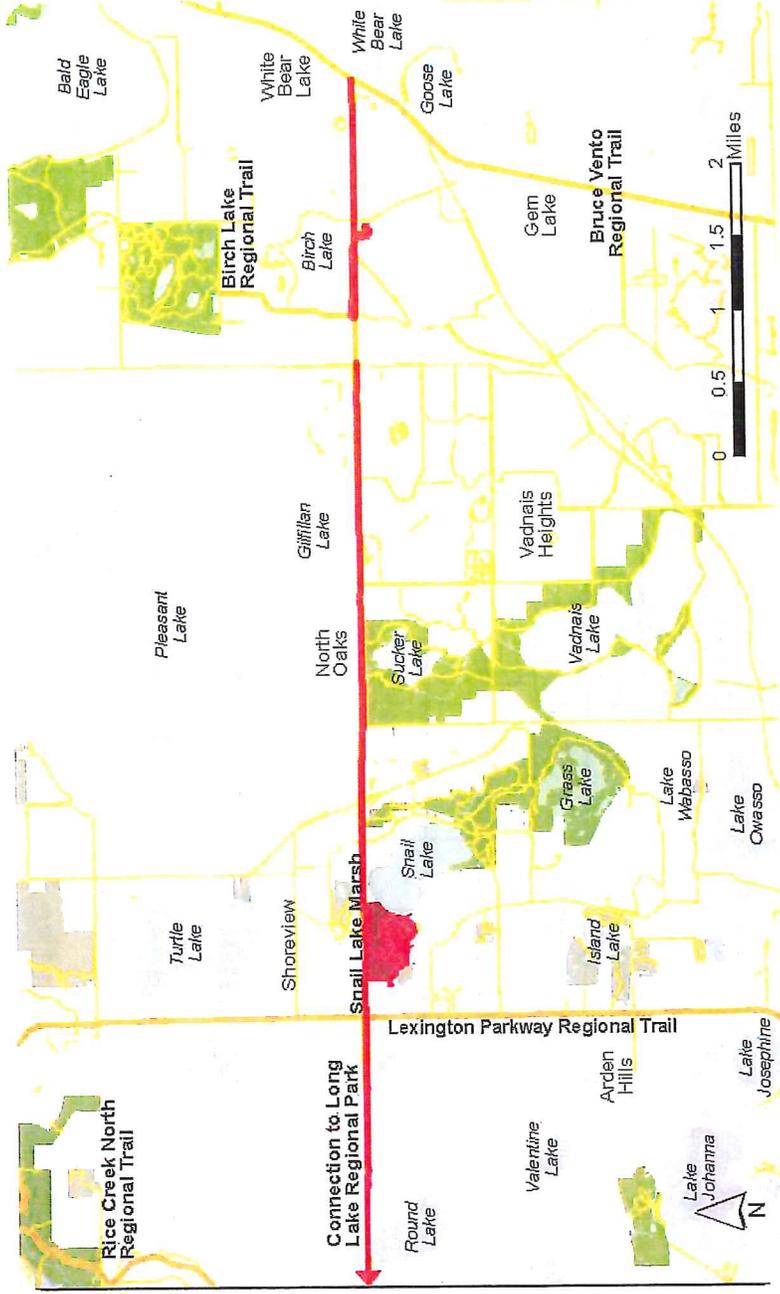


## Amendment Process

- Reviewed by Shoreview Bikeways and Trails Commission
- Reviewed by Ramsey County Parks and Recreation Commission
- Reviewed by Shoreview Parks and Recreation Commission

### ➤ **Community Meeting**

- Consideration by Shoreview City Council
- Consideration by Ramsey County Board
- Consideration by Metropolitan Council



### Highway 96 Regional Trail

- Extends 8.5 miles from Long Lake Regional Park to Bruce Vento Regional Trail in White Bear Lake
- Trail segments were developed as Highway 96 was reconstructed
- Snail Lake Marsh's 47 acres are already part of the regional trail property
- Development will allow users access to views of Snail Lake and the Snail Lake Marsh

AGENCY/ PARK	SUMMER	WINTER	SPRING/ FALL	SPECIAL EVENTS	TOTAL VISITS
Battle Creek RP	351,800	62,600	336,600	11,000	761,900
Grass-Vadnais- Snail Lake RP	348,900	62,100	333,900	1,500	746,300
<b>Highway 96 RT</b>	<b>224,000</b>	<b>68,600</b>	<b>295,000</b>	<b>1,000</b>	<b>588,600</b>
Keller RP	255,600	45,500	244,600	1,300	546,900
Bruce Vento RT	157,200	48,100	207,000	1,000	413,300
Bald Eagle- Otter Lake RP	122,800	21,800	117,500	101,200	363,300
Long Lake RP	158,500	28,200	151,700	22,400	360,800
Rice Creek North RT	74,800	22,900	98,500	0	196,200
Rice Creek West RT	65,900	20,200	86,800	1,200	174,000

### Ramsey County Regional Facility Use Estimates

- Highway 96 Regional Trail is the most used regional trail in Ramsey County and the third most popular regional facility.
- Development of trails in the Snail Lake Marsh will likely increase use in this portion of the Highway 96 Regional Trail

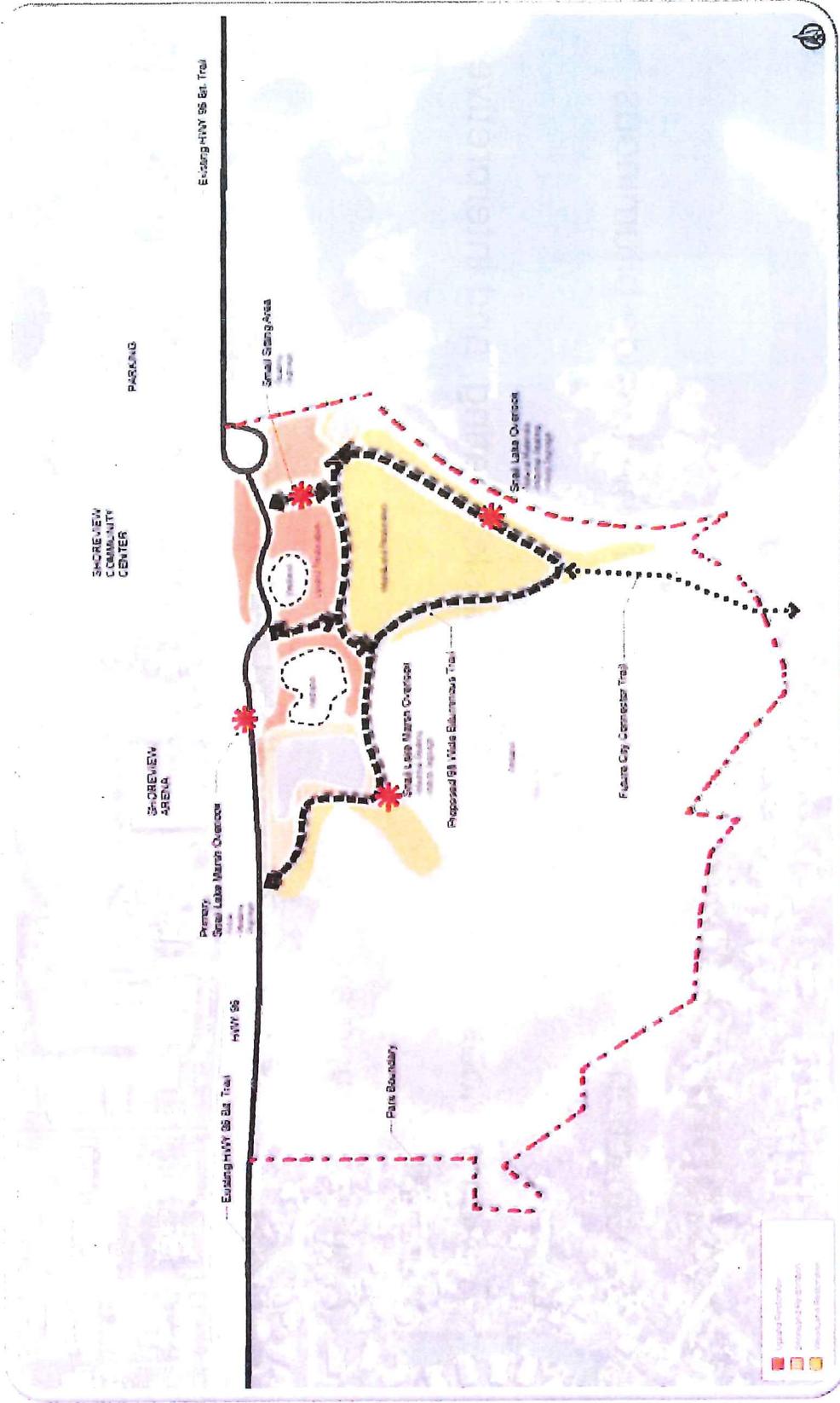


- Concepts for this area have been explored over the last two decades
- Many involve both passive and active recreation – however, passive uses seem to fit the area’s character and topography better
- A previous example to the right shows a larger public gathering area and trail network through the park than currently being proposed - this difference is an area for discussion this evening



## Development Concept

- Construction of more than 4,500 feet of new 8' wide bituminous trails
- Three overlooks that will include a kiosk, seating, and interpretive signage
- A small seating area
- Upland, shoreland, and woodland restoration
- Ability for the City of Shoreview to construct a city connector trail to the south



## Snail Lake Marsh Master Plan Concept

# SHOREVIEW BIKEWAYS & TRAILS COMMITTEE

## Meeting Minutes

December 4, 2014

### 1. CALL TO ORDER

The meeting was called to order at 7:10 p.m.

### 2. ROLL CALL

Members Present: Keith Severson, Mark Stange, Craig Mullenbach, Jay Martin, Ted Haaf, Craig Francisco

Members Absent: Judd Zandstra, Muriel Zhou

Guests: Rita Trapp with Hoisington Koegler Group Inc.

City Staff: Charlie Grill

### 3. APPROVAL OF AGENDA

The committee agreed and approved the updated agenda.

### 4. APPROVAL OF MEETING MINUTES

The minutes of the August 7, 2014 meeting were reviewed and approved by consensus of the Committee.

### 5. COMMITTEE DISCUSSION ITEMS

The meeting began with a presentation by Rita Trapp. She presented the plan for the Highway 96 Trail Amendment which included trail construction in the Snail Lake Marsh area just south of Hwy 96 and Victoria Street N intersection.

She asked for committee input and comments. The main comments put forth by the committee included a deep desire to see the trail connect all the way to Reiland Lane. This would open up the ability to connect many neighborhoods to the main trail system and create a shortcut to the community center for those that are south of 96. There was also a discussion against the community garden idea. The committee was concerned that the access to the site would be too difficult without sever road improvements to Hwy 96 and that the space needed for the gardens and the parking lot could be better utilized.

The presentation was concluded and it was understood that any improvements to the project, such as connecting the loop to Reiland Lane, would need to be paid for by the City. More information will become available later this spring after the amendment has been completed.

The committee then discussed trail updates from 2014. The committee reviewed the work that was completed on the Lexington trail connection as well as the reconstruction of the County Road I trail segment.

This transitioned into the creation of the 2014 Bikeway and Trails Committee's trail proposal map. Please see the attached map for proposed trail connections. Many of these trails are understood to be handled at the time of the road reconstruction but some of the smaller segments could be completed as additions to current trail projects. One trail segment that the committee would wish to highlight is the need to connect Reiland lane and Hwy 96 via trail system. This would serve to complete a loop around the lake and would also allow neighborhoods south of the community center to have a safe and direct access to the community center.

The meeting was adjourned at 8:20 PM.

## Highway 96 Regional Trail Snail Lake Marsh Master Plan Amendment

### Written received at the January 28<sup>th</sup> Community Meeting

- 1) We are against this Snail Lake Master Plan Amendment. We believe that it'll destroy wildlife and cause disruption/noise to the residents living around the marshland. We believe this would be a waste of resources and money. We would like the current area to stay as it is- natural with deer tracks. We would like to have our voice heard. Thanks for giving us this opportunity to learn more about the plan.

-Nese & Cem Yuettas, 865 Amble Road

- 2) I live in the area and do bike/walk on the Hwy 96 trail. I would appreciate a closer look at the wetlands. Thank you.

-Neil Freney, 418 W Hwy 96 #306

- 3) Great idea to provide accessibility to all residents. Reiland property owners only want to protect their own access to the lake for themselves.

-Christine Thompson

- 4) Why not make it a nature preserve with minimal disruption (no asphalt paths, small gravel paths, restoration of the shore, woodland, upland, and marsh)

Why not put south access from Reiland to Hwy 96/ Marsh Lake trail? Why commit to blacktop this early in the process? Why not fix Gramsie Road trail instead?

I think this plan is a really good start. It would open the area to us casual walkers. The paved path would be appreciated by those of us with a bit of grey in our hair. I like the connector trail too, as my wife and I could walk around the lake without having to go through residential areas. I'd give more thought to the pond and a viewing area for it.

-Bill Ceechi

- 5) Not in favor of the concept because it is not passive enough and too intrusive to the upland, woodland... I would support an interior ADA accessible trail that skirts transitional areas (upland woods/ marsh or prairie) and makes a south connector connection to Reiland Road. I would prefer retention of the deer paths and very unobtrusive hiking and snowshoeing opportunities on minimally altered and maintained natural trails. This presumes some bike racks and seating

along the ADA accessible trail where access to deer paths might occur.

Please keep it non-motorized and as natural as possible. Also, please do NOT connect from the woodland restoration to Reiland Lane! Thank you.

-Joan Durband (and Bob)

### **Emails received to date**

*Note: Staff also received two information inquiries asking about what was meant about informal seating and whether there could be disc golf on the site. Staff clarified what was meant by informal seating and that there would not be disc golf. No additional comments were heard from those individuals.*

- 1) I like the idea of doing the restoration work and making the marsh and lake view more accessible. I am not in favor of a tar trail in that area however.

The money for the tar trail should be applied to fixing the link between Lake Kellor and Lake Phalen and the section of trail south of Gramsie Rd that ties the Lake Vandais and Snail Lake Regional Park together. Both of these sections are in dire need of repair. Ramsey County shouldn't be doing more tar trails that don't provide connector value when ones that do are not in safe levels of maintenance. The two sections I mention are in such rough shape that they are getting uncomfortable and in sections dangerous to ride on. The Gramsie Road section is split, sunk and rough. It is an area where an on road route is not very safe either.

-Peter Breyfogle

- 2) Thank you for clarification on how to comment on the preliminary proposal that I saw at the meeting last night at Shoreview City Hall.

First, I urge you to involve all residents of Shoreview, Arden Hills and elsewhere in Ramsey County who use our trails and recreation areas. I know it must be tough to get broad input.

We've enjoyed the Snail Lake Regional Park area since 1975 when built our first home adjacent to then Grass Lake open space. We have moved to northern Shoreview since then but continue to bike and walk in Snail Lake Regional Park. Here are our comments:

1. We miss the years in the 1970s when we could hike up Reiland Lane, through the public access to the open space to Highway 96 and around to the Snail Lake Club. Apparently there is some dispute as to whether there is public access or only private property.
2. Since the '80s, we have biked along Highway 96 through the Marsh area and walked the "deer trails" and frankly have been disappointed by the buckthorn, burdock and others invasives that dominate the Marsh. Birds and wildlife seem to be diminished and the area is in need of maintenance. This area is a former farm that is completely disturbed from the original prairie and it's in need of restoration!
3. We urge light, passive recreation for all in this area with removal of invasives, restoration and maintenance of native prairie plants, shrubs and trees that are currently lacking. We like

aggregate and wood chip trails, although we know that a minimum amount of bituminous may be needed for our future needs.

4. There is space for active recreation in the Parks south of Snail Lake through the County and north of 96 through the City. We need the light, passive recreation alternative in the Marsh area.

Thanks for considering our comments.

-Kent and Diane Peterson, 1070 Bucher Avenue

3) I am opposed to the plan for 3 reasons

1. Costs. \$800,000 could go a long way towards repairing existing trails
2. It is a prime area to leave in a natural state
3. Ramsey county mislead especially the residents of Reiland Lane (of which I am one) by omitting the planned through trail to Reiland Lane from the plan shown on Ramsey County's web page. Many of my neighbors would have attended the 1/28 meeting if they had correct information in hand. It appears that this trail extension plan was intended to be inserted in the plan without public input. Shame on you. All of the 62 residents of Reiland are being informed of the real county plan.

-Jim Olson, 4277 Reiland Lane

4) I am sure that you have heard this before but in case you have not. The Snail Lake marsh area used to be shallow but open water. There was dredging done many years ago and some of it was dumped into that area. There used to be a picture of it on the wall of the Village Scoop towards the back. I moved in in 1988 and got my pontoon in there a little ways and could canoe to where the new last house on Reiland Lane now sits. It was a great breeding ground for ducks and geese back then. You might want to apply for state funds to put it back to at least the canoe or kayak accessible wet land that it used to be. We all pay into that fund and this is the type of thing we all thought that money was to be used for. Restoring wetlands.

-Paula Bangert, 3rd grade teacher and The Heights Community School

5) I support the rice creek and snail lake amended trail plans. While these 2 do not add huge stretches to the Ramsey County and Regional trails systems, these additions are in critical areas.

I do want to ask if there are maintenance funds allocated in these plans or if the county has annual budget line items to cover the up keep of all the trails.

-Ray Bryan

6) We were just at the meeting at Shoreview City Hall about the Open Area and the new plans for trails there. It seems most of the people were against it like it was their private property. It is open park area and is designated as such so it should work for ALL the people of the county.

We would like to see access from the south so we could use it. We don't live far from there but there is no access from the south and I think there could be and should be. There needs to be a trail that leads to Reiland Lane. I know this was talked about a long time ago for access to the

Shoreview Community Center but never got done. I think it was too expensive. If that access is not put in, then a whole lot of Shoreview residents would be cut off from using it and that is not fair. It needs to be opened up to ALL the residents.

I am for the paved trails because they work so well for biking and walking. As you say they are easier to maintain. Besides the paved trails allows access for the disabled too. We love walking and biking the trails by Snail Lake and Grass Lake. We are proud of the trail system that Shoreview has developed and the wonderful job that Shoreview does in maintaining them even in the winter.

-Mary and Peter Zarembo

- 7) I attended the public meeting at Shoreview City Hall tonight regarding the Hwy 96 Regional Trail - Snail Lake Marsh Master Plan Amendment and have some comments about the concept:
- It would be just fine with me to make no further development to the marsh.
  - I strongly support the preservation of healthy trees, so if there is further development to the marsh, one guiding principle should be to remove healthy trees only as a last resort.
  - Please, please, please – no artificial lighting!
  - Please continue with public meetings throughout this process.
- Ann Thomas, 688 Highway 96

- 8) Hello Mr. Yonke, Why on earth does the county feel the need to develop every piece of open land? What is wrong with leaving the Snail Lake Marsh area as it is? There are tons of bike trails for the people living in Shoreview to ride on already. Shoreview brags about it constantly. Do we really need another bike trail?

Are you planning on putting paved bike paths through the woods and marsh land? What about the owls and other animals that call the marsh their home? The pheasants were driven out when the county expanded highway 96 to four lanes. Are you folks only happy after you destroy natural habitat and drive all of nature away?

The county and City of Vadnais Heights ruined the area around Vadnais Lake by making it for bike and pedestrian traffic only. We can no longer drive around the side of the lake to enjoy nature. If we go down there, we are forced to listen to loud music, played by the fisherman and smell their cigarette smoke. We have heard families fighting and lots of swearing too! We can no longer go, and park by the lake to listen to the birds. Thanks a heap! Plus, my husband is a paraplegic and we have yet to see the "handicap accessible" dock?? What a scam. It was another case of having funds on hand being matched by Federal funds. It just HAD to be spent!

People in this county are not deprived of bike trails and overlooks in this area. I drive by the overlook on Lexington Ave, that overlooks the arsenal land and rarely see anyone using it.

It appears that you have some money in your hands and want to throw it away, just because you have it. Why can't you reallocate it to road work and bridges? That is where the county

should direct it's money, not to creating more bike trails and lookouts. I understand that there are folks, like you, that get paid to come up with ways to spend the park money. Come on. Take this folly somewhere else or is this the last piece of open land you have left to mess with?

-Darcie Williams, 4540 Chatsworth St. N

# Memorandum

**To:** Mayor and City Council  
**From:** Tom Simonson  
Assistant City Manager and Community Development Director  
**Date:** February 4, 2015  
**Re:** City Consent for County Sale of Existing Library Property

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## Introduction

Ramsey County is requesting the City of Shoreview formally exercise the right to purchase the Shoreview Library building and property or decline the option, in accordance with the original deed restrictions when the City donated the land to the County. The declination to purchase back the property will allow for the County to either reuse the property or sell it for other public purposes.

## Discussion

Ramsey County is pursuing the construction of a new library to replace the existing Shoreview Library in the Shoreview Commons area. The County and City have purchased the residential properties at 805 and 795 Highway 96, respectively, to accommodate the construction of a new library nearer the northeast corner of Highway 96 and Victoria Street.



The City donated the property where the existing library is located with a deed provision that if the County discontinued the use of the property as an operating library, the County must first offer the property back to the City for fair market value. Ramsey County has made the offer of

sale to the City through the attached letter received from their Property Management Director, and the City must now officially exercise our right to purchase back the property or decline the option in order to allow the County to move forward with their planned regional library project.

The City has been working closely with Ramsey County on the new library project that is tentatively planned to start in late 2015. The County and City officials have met several times and discussed the potential reuse or sale of the current library.

The County has placed fair market value for the land and building of approximately \$5.3 million. In previous discussions with the Council, it was determined that the City did not have a strong interest or defined need to purchase the library building but wanted to ensure that any re-use of the facility would be compatible with the other civic uses in the Shoreview Commons area. The potential reuse of the facility by the County or sale to another public entity would be consistent with the community focus of the campus.



Included with this memorandum is the letter from Bruce Thompson, County Property Management Director, requesting the City's intent to accept or decline the purchase of the property, as well as the original purchase agreement executed between the County and City back in 1990 that transferred the land for the construction of the original Shoreview Library.

Staff is seeking Council direction and affirmation that the City declines its option to purchase back the property and supports the transfer of ownership of the existing library property to the School District. The County has asked that the City formally respond by February 20, 2015.



## Property Management

Bruce T. Thompson, Director

Suite 2200  
121 Seventh Place East  
St. Paul, MN 55101-2146

Main: 651-266-2260

Fax: 651-266-2264

February 2, 2015

Ms. Sandra Martin, Mayor  
City of Shoreview  
4600 Victoria Street North  
Shoreview, MN 55126

RE: Ramsey County Shoreview Library

Dear Ms. Martin;

As you are aware, Ramsey County is considering construction of a new library to replace the existing library located at 4570 North Victoria Street on the property described in the Purchase Agreement (Exhibit A) dated November 19, 1990, between Ramsey County and the City of Shoreview, and the deed (Exhibit B) dated May 23, 1991. The agreement and deed provide that if the County discontinues use of the property for an operating library, the County shall offer the property to the City for the fair market value of any improvements and the structures on the property. This letter shall serve as the County's offer to reconvey the property to the City for the fair market value.

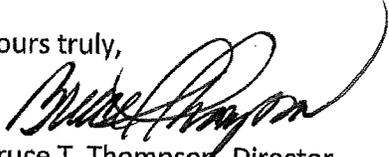
Improvements made to the property to accommodate the construction of the library, including infrastructure, grading, retaining walls, parking lot construction, etc., are estimated at \$550,000. The value of the structures on the property are estimated by the Ramsey County assessor at \$4,760,000 and the total estimated fair market value of the improved property and structures is \$5,310,000.

If the City declines to exercise its right to purchase the property for the fair market value, the County may use the building for other County purposes or sell the building for other public purposes, such as local school administration.

Please indicate in writing your desire to proceed with a purchase or your declination to purchase the property, all in accordance with the terms of the deed. Time is critical for the process, and a prompt response would be helpful. I would ask that you respond on or before February 20, 2015.

Please contact me with any questions you may have.

Yours truly,

A handwritten signature in black ink, appearing to read "Bruce T. Thompson". The signature is fluid and cursive, with a large loop at the end.

Bruce T. Thompson, Director  
Ramsey County Property Management

CC: Paul Zisla, Ramsey County Attorney's Office  
Terry Schwerm, Shoreview City Manager

Enclosures

# EXHIBIT A

## PURCHASE AGREEMENT

Section 1. Parties. This Purchase Agreement is made this 19 day of November, 1990, between the City of Shoreview (herein the "City") and the County of Ramsey (herein the "County") for the sale and purchase of the property described in Section 2.

Section 2. Property. City hereby conveys to County the real property (herein "Subject Property") illustrated on Exhibit A, attached, and described as follows:

Lot 1, Block 1, Commons Park Addition.

Section 3. Purchase Price. The Subject Property is hereby sold to the County for the sum of One Dollar (\$1.00) and other good and valuable consideration.

Section 4. Permitted Encumbrances. Subject to performance by the County, the City shall convey the Subject Property to the County conditioned on the following restrictions (herein "Permitted Encumbrances"):

- A. Reservations of minerals or mineral rights by the State of Minnesota, if any.
- B. Building, zoning and subdivision laws and regulations.
- C. Limited restriction pursuant to Section 10.
- D. Retention of signage easement pursuant to Section 11.
- E. Easements of record.

Section 5. City's Performance. Subject to performance by the County, the City shall execute and deliver to the County the following at closing:

- A. A Warranty Deed, for the Subject Property, in recordable form, subject to Permitted Encumbrances.
- B. An Affidavit attesting that on the date of closing there are no unsatisfied outstanding judgments, tax liens, or bankruptcies against or involving the City; that there has been no lienable skill, labor or material furnished to the property; that there are no other unrecorded interests in the property of any kind of which the City is aware, and any other standard form City's Affidavit which may reasonably be required by the County.

- C. Parking lot agreement.
- D. Access agreement.

Section 6. Surveys. The City shall forthwith obtain, at the City's expense, the following surveys, certified as of a current date by a registered land surveyor acceptable to the County:

- A. A boundary survey containing a legal description of the Subject Property, illustrating access easement to the Subject Property, and illustrating signage easement on the Subject Property.
- B. A topographic survey which shall illustrate the location of existing trees.

Section 7. Examination of Title and Permitted Encumbrances. At the County's request, the City shall furnish an Abstract of Title or Registered Property Abstract covering the property, certified to date and including proper searches covering bankruptcies and state and federal judgments and liens. The County shall be allowed 20 days after receipt thereof for examination of said title and the making of any objections thereto. Objections to title, including objections based upon examination of survey or regarding security interest in personal property, shall be made in writing within the time herein limited, or shall be deemed to be waived and the County shall be obligated to accept such title as City may be able to convey, without reduction of the purchase price, credit or allowance against the same without any other liability on the part of the City. This waiver shall survive the closing of the transaction and delivery of documents provided for by this Purchase Agreement.

If any objection to marketability of title is made, the City shall be allowed 60 days to make such title marketable. Pending correction of title, the closing and payments required hereunder shall be postponed. Upon correction of title and within 10 days after written notice to the County, the parties shall perform this Agreement according to its terms.

If said title is not marketable and is not made so within 60 days from the date of written objection thereto as above provided, this Agreement shall be null and void at option of the the County, and neither the City nor the County shall be liable for damages hereunder. The sole obligation of the City in such event shall be to refund to the County all monies theretofore paid by the County. The County may, however, accept such title as the City may be able to convey, without reduction of the purchase price, or any other credit or allowance against the same and without any other liability on the part of the City. Acceptance of an instrument of conveyance by the County shall be deemed to be full performance and discharge of every covenant and

agreement on the part of the City performed under this Agreement with the exception of such warranties, covenants or restrictions, specifically identified herein as surviving the closing.

Section 8. Demolition of Existing Structure. The City shall demolish and remove the existing structure on the Subject Property, cap the utilities which presently serve the structure, remove the footing and foundations of the structure, and back-fill the excavation. The County shall be responsible for removing and/or repairing the black top parking area located north of the structure.

Section 9. Existing Pond. The City represents that the existing pond on the Subject Property is not part of a required drainage system and may be filled in conjunction with the development of the Subject Property.

Section 10. Limited Restriction. The County shall construct and operate a library facility on the Subject Property in compliance with the City's development regulations. If the County discontinues its use of the Subject Property for an operating library, the County shall offer to reconvey the Subject Property and any improvements or structures located thereon to the City for the fair market value of the improvements and any structures located on the Subject Property. The fair market value shall be mutually agreed upon by the parties or, in the alternative, each party shall appoint an appraiser and the two appointed appraisers shall choose a third appraiser, in which event, the fair market value shall be the average of the three appraisals. After the fair market value of the improvements and structures has been established or agreed upon, the City shall have 90 days to accept or reject the County's offer of sale. If the City rejects the offer, the County may continue to use the Subject Property for public purposes consistent with the following restrictions:

- A. As a County owned building used exclusively for County offices; or
- B. As a publicly owned building used for public purposes which are compatible with the City's use of adjoining property.

Section 11. Parking Lot/Access Agreements. The Subject Property shall be conveyed together with access and parking lot agreements over adjacent property and subject to a signage easement, all as illustrated on Exhibit A. The parking lot agreement shall terminate in the event that the County ceases to be the owner of the Subject Property.

Section 12. Maintenance. The City, at its cost and so long as the Subject Property is used for a public library facility, shall provide lawn care and snow plowing services for the Subject Property according to the same standard as the City provides for itself on adjacent property and shall further maintain the parking lot area as described in the parking lot agreement in the same manner that the City maintains its own parking facilities. The City shall have reasonable access to the Subject Property for such maintenance purposes.

Section 13. Mutual Indemnification.

- A. In regard to the development, use and maintenance of the Subject Property, neither the City nor its officers and employees shall be deemed to assume any liability for the acts of the County, its officers and employees; and the County, to the limitations set forth in M.S. 466.04 or any amendments thereto, shall hold the City, its officers and employees harmless and shall defend the City, its officers and employees, against any claims for damages, of whatever kind, arising out of such acts of the County, its officers and employees. Nothing herein shall be considered as a waiver of any defense available to the County.
- B. In regard to the development, use and maintenance of the Subject Property, neither the County nor its officers and employees shall be deemed to assume any liability for the acts of the City, its officers and employees; and the City, to the limitations set forth in M.S. 466.04 or any amendments thereto, shall hold the County, its officers and employees harmless and shall defend the County, its officers and employees, against any claims for damages, of whatever kind, arising out of such acts of the City, its officers and employees. Nothing herein shall be considered as a waiver of any defense available to the City.

Section 14. Specific Indemnifications.

- A. The City represents that the Subject Property is properly zoned and is suitable under City zoning regulations for development of a public library and that neither the City nor its officers or employees have made any improper representations to third parties regarding the possible use of the Subject Property. The City will hold harmless and defend the County, its officers and employees against claims for any damages resulting from allegations that the Subject Property is not properly zoned or suitable under City zoning regulations for development of a public library,

or from allegations that the City, its officers or employees did make improper representations to third parties regarding the possible use of the Subject Property.

- B. The County represents that neither the County nor its officers or employees have made any improper representations to third parties regarding the possible use of the Subject Property. The County will hold harmless and defend the City, its officers and employees against claims for any damages resulting from allegations that the County, its officers or employees did make improper representations to third parties regarding the possible use of the Subject Property.

Section 15. Possession. Possession of the property shall be granted by the City to the County on the date of closing.

Section 16. Entry for Soil Borings. Upon signing this Agreement, the County and/or its agents may enter upon the Subject Property for the purpose of obtaining, at its own expense, soil borings as it may deem necessary. If within 45 days of signing this Agreement, the County determines that the soil is unsuitable for constructing a library, the County may terminate this Agreement without further obligation.

Section 17. Construction of Library. On or before October 1, 1991, the County shall have physically commenced construction of the library project, unless such commencement date is extended by mutual consent of the parties, which consent for extension the City shall not unreasonably withhold; provided that physical commencement of construction shall in no case be delayed beyond July 1, 1992, or the City shall have the option of notifying the County that the City is immediately terminating this Agreement. Upon receipt of such notice, the County shall reconvey the Subject Property to the City at no cost by Warranty Deed free and clear of all liens and encumbrances except those of record on the date on which the subject property was initially transferred from the City to the County or such other encumbrances as the City may have consented to in the interim.

Section 18. Closing. The closing shall take place at 4600 North Victoria Street, Shoreview, Minnesota on the 17th day of December, 1990, unless otherwise agreed to by the City and the County. At closing, the City shall deliver to the County, at the City's expense, the documents specified in Section 5 of this Agreement.

Section 19. Successors and Assigns. Subject to any restrictions imposed herein, this Agreement shall inure to the benefit of and be binding upon the City and the County and their respective heirs, executors, legal representatives, successors and assigns.

Section 20. Time is of the Essence. Time is of the essence of this Agreement and the closing of the transaction contemplated hereby.

Section 21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 22. Entire Agreement. This Agreement constitutes the entire agreement of the parties relative to the sale of the property. The parties acknowledge there exists no understanding or provisions relative to the sale of the property except as set forth in this Agreement. This Agreement may not be changed, waived, discharged or terminated except in writing executed by the County and the City or cancelled pursuant to statute. The provisions of this Agreement which will be satisfied or which become effective after the date of closing shall continue in full force and effect and shall not merge with the initial transfer of the Subject Property from the City to the County.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the day and year first above written.

CITY OF SHOREVIEW

Richard A. Wedell  
Mayor

Dwight G. Johnson  
City Manager

COUNTY OF RAMSEY

Hal Nrgard  
County Board Chairman

[Signature]  
Executive Director

[Signature]  
Chief Clerk

Recommend Approval:

*N. Vinner*  
Department Director

Funds are available  
Account Number: 50603 - 040101

Amount: \$1

*Jim Blouystad* 11/27/90  
Budgeting and Accounting

Insurance Approved:

*Georgina Schulte* 11/27/90  
Risk Manager

Approved as to form:

*[Signature]* 11/26/90  
Assistant County Attorney

Form No. 511 -- WARRANTY DEED

Minnesota Uniform Conveyancing Blanks (1978)

Corporation to Corporation

NO DELINQUENT TAXES		Entered; Certificate of ( ) not required;
No delinquent taxes and interest on Real Estate Value or City Taxes	Certificate of Real Estate Value	
JUN 11 1991		County Auditor
LOU MCKENNA, DIRECTOR		Deputy
By <i>[Signature]</i>		

1800  
XXS  
PAX: CCY  
Cer Copy  
Initials  
Pd b//bill

REC'D  
THE CO. RECORDER  
RAMSEY COUNTY MN  
CERT. RECORDED ON  
JUN 11 11 45 AM '91  
MCKENNA  
RECORDER  
EPUNITY

2599472

STATE DEED TAX DUE HEREON: \$ 1.65 00

RECORDED ON  
JUN 11 1991 11:45  
(reserved for recording date)

Date: MAY 23, 1991

FOR VALUABLE CONSIDERATION, the City of Shoreview, a Municipal corporation and political subdivision under the laws of the State of Minnesota, Grantor, hereby conveys and warrants to Ramsey County, a political subdivision, Grantee under the laws of the State of Minnesota, real property in Ramsey County, Minnesota, described as follows:

Lot 1, Block 1, Commons Park Addition (herein the "Subject Property"), subject to the following restrictions, limitations and reservations:

1. The Grantee shall construct and operate a library facility on the Subject Property in compliance with the Grantor's development regulations. If the Grantee discontinues its use of the Subject Property for an operating library, the Grantee shall offer to reconvey the Subject Property to the Grantor for One Dollar and any improvements or structures located thereon for the fair market value of such improvements and structures. The fair market value shall be mutually agreed upon by the parties or, in the alternative, each party shall appoint an appraiser and the two appointed appraisers shall choose a third appraiser, in which event, the fair market value shall be the average of the three appraisals. After the fair market value of the improvements and structures has been established or agreed upon, the Grantor shall have 90 days to accept or reject the Grantee's offer of sale. If the Grantor rejects the offer, the Grantee may continue to use the Subject Property for public purposes consistent with the following restrictions:
  - A. As a Grantee owned building used exclusively for Grantee offices; or
  - B. As a publicly owned building used for public purposes which are compatible with the Grantor's uses located on Lots 2, 3 and 4, Block 1, Commons Park Addition.
2. Subject to utility easements of record.
3. Subject to the reservation of a permanent easement in favor of the Grantor; its successors and assigns for the construction, maintenance, operation, inspection and repair of a sign at Grantor's sole cost; together with a permanent easement for ingress and egress at any and all times with all machinery, tools, equipment, vehicles and materials

1065

2599472

necessary for the aforesaid purposes over, under and across the following described property:

Beginning at the Northernmost corner of Lot 1, Block 1, Commons Park Addition thence Southwesterly along the West line of said Lot 1, a distance of 30.0 feet, thence South 54 degrees 11 minutes 20 seconds East a distance of 40.0 feet, thence North 35 degrees 48 minutes 40 seconds East a distance of 30.0 feet to the Northeasterly line of said Lot 1, thence Northwesterly along said Northeasterly line to the point of beginning.

4. Subject to the reservation of a permanent easement in favor of the Grantor, its successors and assigns for the construction, maintenance, operation, inspection and repair of a storm sewer pipe and appurtenances at Grantor's sole cost; together with a permanent easement for ingress and egress at any and all times with all machinery, tools, equipment, vehicles and materials necessary for the aforesaid purposes over, under and through the following described property:

A 20.0 foot easement lying 10.0 feet on either side of the following described line:

Commencing at the Northernmost corner of Lot 1, Block 1, Commons Park Addition, thence Southeasterly along a line having a bearing of South 54 degrees 11 minutes 20 seconds East a distance of 116.33 feet, thence Easterly along a curve concave to the North having a radius of 236.5 feet and a degree of curve of 24 degrees 13 minutes 36 seconds a distance of 121.43 feet, thence Southeasterly along a curve concave to the South having a radius of 23.0 feet and a degree of curve of 249 degrees 6 minutes 44 seconds a distance of 35.9 feet, thence Southerly along a line having a bearing of South 5 degrees 49 minutes 38 seconds West a distance of 37.0 feet to the point of beginning, thence South 65 degrees 49 minutes 38 seconds West a distance of 30.0 feet, thence South 10 degrees 49 minutes 38 seconds West a distance of 66.0 feet, thence South 63 degrees 10 minutes 22 seconds East a distance of 27.0 feet and there terminating.

5. Subject to the reservation of permanent easement in favor of the Grantor, its successors and assigns, for the construction, maintenance, operation, inspection and repair of electrical transmission lines, street lighting, and cable television facilities and appurtenances, at Grantor's sole cost; together with a permanent easement for ingress and egress at any and all times with all machinery, tools, equipment, vehicles and materials necessary for the aforesaid purposes over, under and across the following described property:

A 10.0 foot permanent easement line lying Northerly of and perpendicular to the following described line: commencing at the Southwest corner of Lot 1, Block 1, Commons Park Addition, thence Northerly on the West line of said Lot 1 having a bearing of North 00 degrees 15 minutes West a distance of 190.97 feet, thence North 89 degrees 45 minutes East a distance of 135.01 feet to the point of beginning, thence

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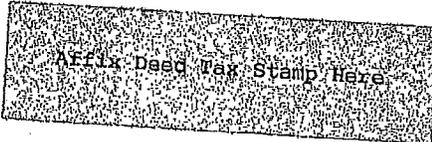
North 89 degrees 45 minutes East a distance of 261.26 feet and there terminating.

- 6. Subject to the reservation of permanent easement in favor of the Grantor, its successors and assigns, for the underground construction, maintenance, operation, inspection and repair of electrical transmission lines, street lighting, and cable television facilities and appurtenances, at Grantor's sole cost; together with a permanent easement for ingress and egress at any and all times with all machinery, tools, equipment, vehicles and materials necessary for the aforesaid purposes under and across the following described property:

A 20.0 foot permanent easement line lying 10.0 feet on either side of the following described line; commencing at the Southwest corner of Lot 1, Block 1, Commons Park Addition, thence Northerly on the West line of said Lot 1 having a bearing of North 00 degrees 15 minutes West a distance of 190.97 feet to the point of beginning, thence North 89 degrees 45 minutes East a distance of 135.01 feet and there terminating.

- 7. Any surface disruption or damage caused by the construction or repair of any of the aforesaid easements shall be restored to the same or better condition as existed prior to such repair at the sole cost of the Grantor.,

together with all hereditaments and appurtenances belonging thereto.



CITY OF SHOREVIEW

By: Richard A. Wedell  
Its Mayor

AGRICULTURAL CONSERVATION

FEE PAID

RAMSEY COUNTY



By: Quight W. Johnson  
Its City Manager



RAMSEY COUNTY

MINNESOTA

DEED TAX AMOUNT

341202

65

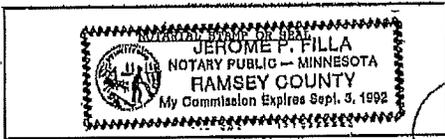
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Corporation to Corporation — Continued Page 4

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STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 23 day of May, 1991, by Richard A. Wedell and Dwight D. Johnson, the Mayor and City Manager of the City of Shoreview, a Municipal corporation and political subdivision under the laws of the State of Minnesota, on behalf of the City Council, Grantor.



*Jerome Filla*  
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

THIS INSTRUMENT WAS DRAFTED BY:  
Jerome P. Filla, Esq. (#29166)  
Peterson, Franke & Riach, P.A.  
300 Midwest Federal Building  
50 East Fifth Street  
St. Paul, MN 55101  
  
NOTE: RETURNED TO DRAFTED BY

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

TAX EXEMPT  
County of Ramsey, State of Minnesota  
NORMAN VINNES  
Director, Ramsey County Library  
Library Administrative Office  
1910 West Court Road B  
Roseville, MN 55113

RETURN TO Ramsey County Attorney's Office  
Gary Davis  
350 Saint Peter Street, Suite 400  
Saint Paul, MN 55102

I hereby certify that this satisfaction and/or other document is entitled to filing without payment of fees pursuant to Laws 1967, Chapter 124, as amended it being for the benefit of Ramsey County.

TOM FOLEY  
Ramsey County Attorney  
By: *[Signature]*  
Assistant County Attorney

The sale price or other consideration given for this property was \$1,000 or less.

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