



**City of Greenfield**  
**7738 Commerce Circle**  
**Planning Commission Regular Meeting Agenda**  
**June 10, 2025**  
**7:00 p.m.**

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*\*Note: This meeting is available to listen to remotely. Contact City Hall for Zoom Information*

1.	Call Meeting to Order	
2.	Pledge of Allegiance	
3.	Roll Call: Commissioners Alholinna, Jeska, Jones, Perry, Holman	
4.	Approval of Agenda	
6.	Approval of Minutes of the May 27, 2025, Planning Commission Meeting	<b>2-3</b>
7.	Vacate an Existing Easement and Approve Location of a New Easement at 5500 and 5470 Town Hall Drive A. Staff Report B: Public Hearing Open: Close: C. Recommendation to City Council	<b>4-14</b>
8.	General Updates	
9.	Adjourn	



City of Greenfield  
7738 Commerce Circle  
Planning Commission Regular Meeting Minutes  
May 27, 2025  
7:00 p.m.

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1. **Call Meeting to Order**

Vice-Chair Jones called the meeting to order at 7:00 pm

2. **Pledge of Allegiance**

The pledge was recited.

3. **Roll Call**

Commissioners present: Jeska, Jones, and Holman

Commissioners absent: Perry and Alholinna

City Staff Present: Administrator Daniel Van Holland

4. **Approval of Agenda**

**MOTION** to approve the agenda by Jeska, seconded by Holman. All present voted in favor. Motion carried 3-0.

5. **Approval of Minutes of the March 11, 2025, Planning Commission Meeting**

**MOTION** to approve the minutes, with corrections to typographical errors, by Holman, seconded by Jeska. All present voted in favor. Motion carried 3-0.

6. **Conditional Use Permit Amendment for 5960 Town Hall Drive**

Van Holland presented the staff report. The applicant further explained the request, the reasoning, the use and her business need. Jones expressed concerns that weather conditions could make the 30-day staff recommendation for Condition #4 difficult to meet. Jones also inquired about the site's erosion and any plans to mediate erodibility. The applicant stated there were plans to try and better handle the site's erosion. Staff and the Commission discussed having a sunset on the temporary access permission.

**MOTION** to open the public hearing by Jeska, seconded by Holman. All present voted in favor. The motion carried 3-0.

**The public hearing was opened at 7:20 p.m.**

No comments were given

**MOTION** to close the public hearing by Holman, seconded by Jeska. All present voted in favor. The motion carried 3-0.

**The public hearing was closed at 7:21 p.m.**

**MOTION** to recommend approval with the conditions listed in the staff report with an amendment to Condition #4 to allow a 6-month period after termination of construction to remove the temporary access driveway and a 1.5-year sunset provision for the temporary access, by Holman, seconded by Jeska. All present voted in favor. The motion carried 3-0.



7. **General Updates**

Van Holland provided updates on city business, including the Crow Pit approval, updates on Vintage Acres and development of the Bleck Property, updates on the Commerce District, Salem Lutheran Church, and the vacation of the City Administrator position by Margaret Webb.

8. **Adjourn**

**MOTION** to adjourn by Jeska, seconded by Holman. All present voted in favor. Motion carried 3-0. The meeting was adjourned at 7:36 p.m.

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Chair Brek Perry

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Attest: Daniel Van Holland, Zoning Administrator

**To:** Greenfield Planning Commission

**From:** Daniel Van Holland, Zoning Administrator

**Subject:** Vacate an Existing Easement and Approve Location of a New Easement

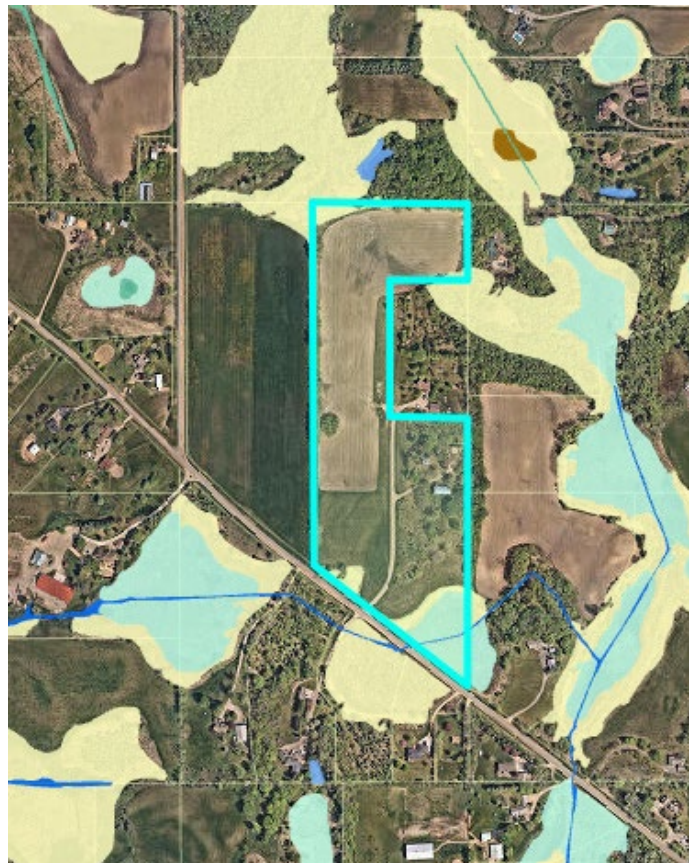
**Date:** 06/10/2025

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## Background

To avoid “landlocking” parcels, the City of Greenfield requires that lots subdivided either have sufficient road access or an access easement connecting a lot that does not abut a road to public rights-of-way. In 1999, a driveway agreement was approved, as part of a lot division, to provide access to Town Hall Drive for 5500 Town Hall Drive as it subdivided from 5500 Town Hall Drive. City Code permits a driveway agreement between two parcels. Any further subdivisions may require a road be constructed. The original agreement acknowledges that the easement area may become a city street. Any future subdivisions would likely make use of this easement area for the road.

## Project Details



- 66-foot easement housing a shared driveway between the two lots and two 15-foot drainage and utility easements currently exist
- Proposal would shift the easements approx. 33 feet west
- The new roadway easement would only be on 5470 Town Hall Drive
- The City is a party to the easement, as any further parcel creation would necessitate the creation of a public road

## **Review Procedure and 60 Day Review Period**

Given the nature of this request, city staff followed the process as if it were a plat submission. Public hearings must be published in a newspaper, posted in a public place, and sent to neighboring property. Notice has been published in the Crow River News, neighbors have been notified, and the notice has been posted in City Hall.

The application is still within the 60-day review period window following the 15-day completion review period. The 60 day deadline falls on June 23, 2025.

## **Staff Analysis**

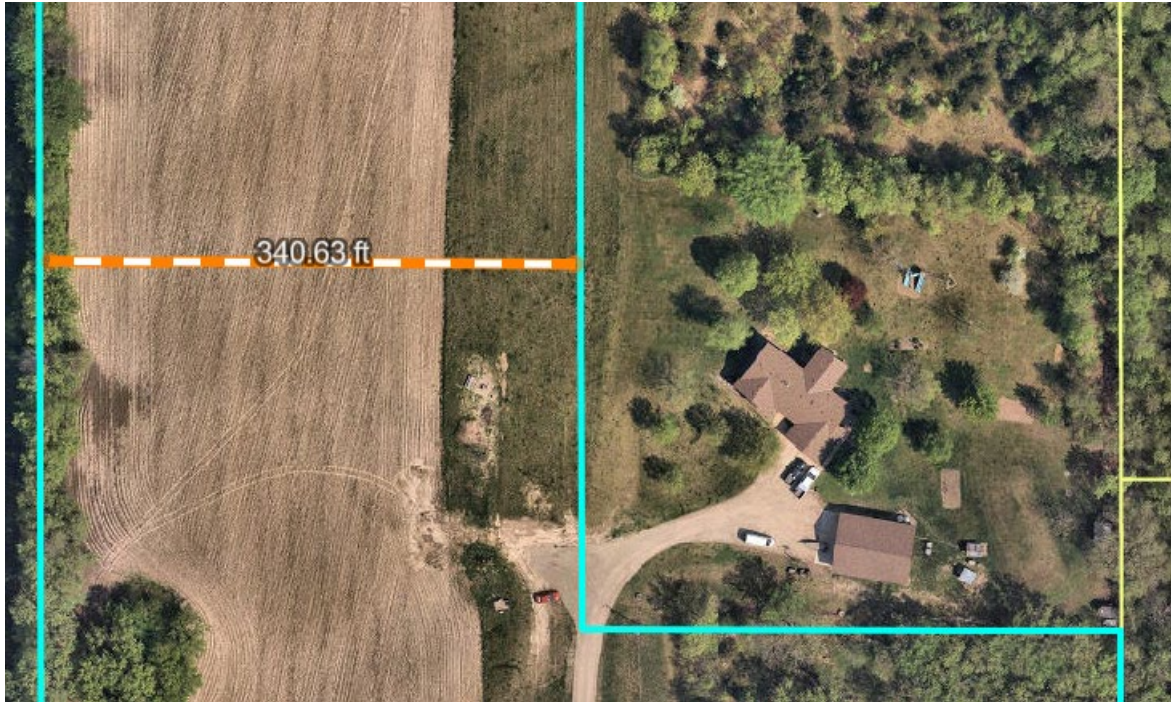
The current easement, and existing improvements, impact private property. However, per the 1999 agreement, the City appears to be a party to the agreement on the grounds that should additional parcels be subdivided, the driveway and access easement would become a public street right-of-way built to city specifications. As such, City buy-in on any alterations is necessary.

The city has an interest in optimizing development potential of any lots large enough for future subdivisions. Generally, a relocated easement could create an obstacle.

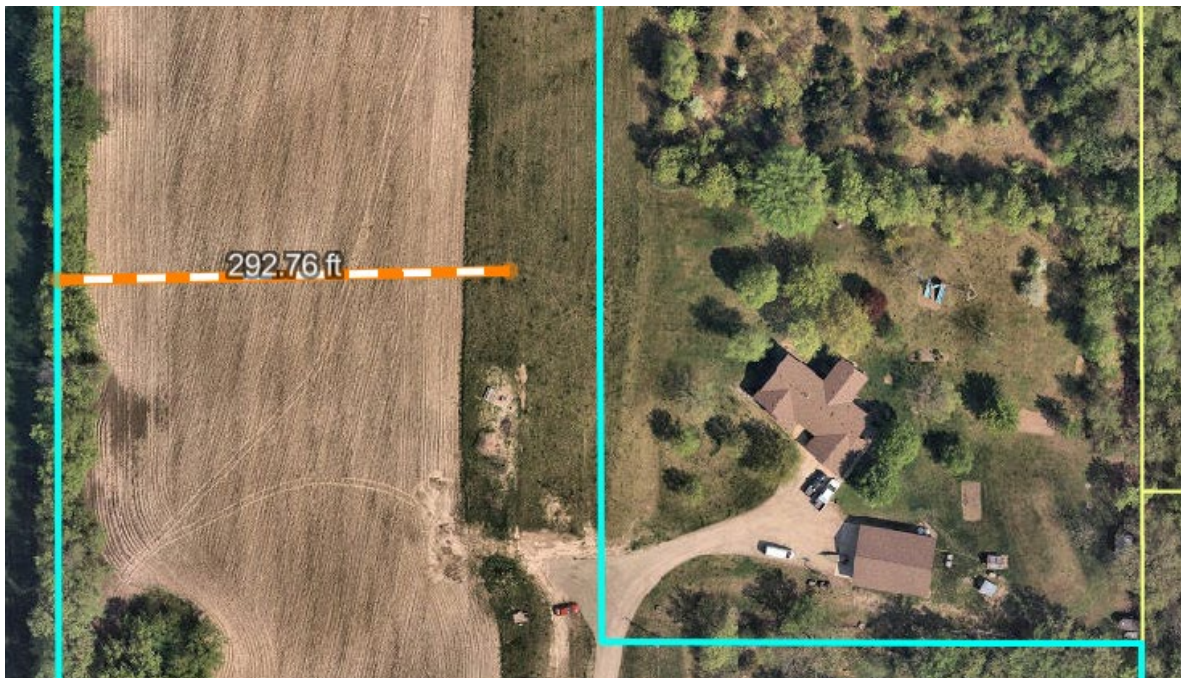
Should the lot at 5470 Town Hall Drive further subdivide and require a road, it would be easier to construct a straight street than one with the slight curve, as presented in the proposal. However, per conversations with the City Engineer, the curve does not necessarily make road construction impossible or particularly difficult. A bigger concern would be whether the relocation reduces the number of parcels that could, hypothetically, be created in any future subdivision.

There is currently approx. 340 feet between the west property boundary of 5470 Town Hall Drive and the west boundary of 5500 Town Hall Drive (shown below):

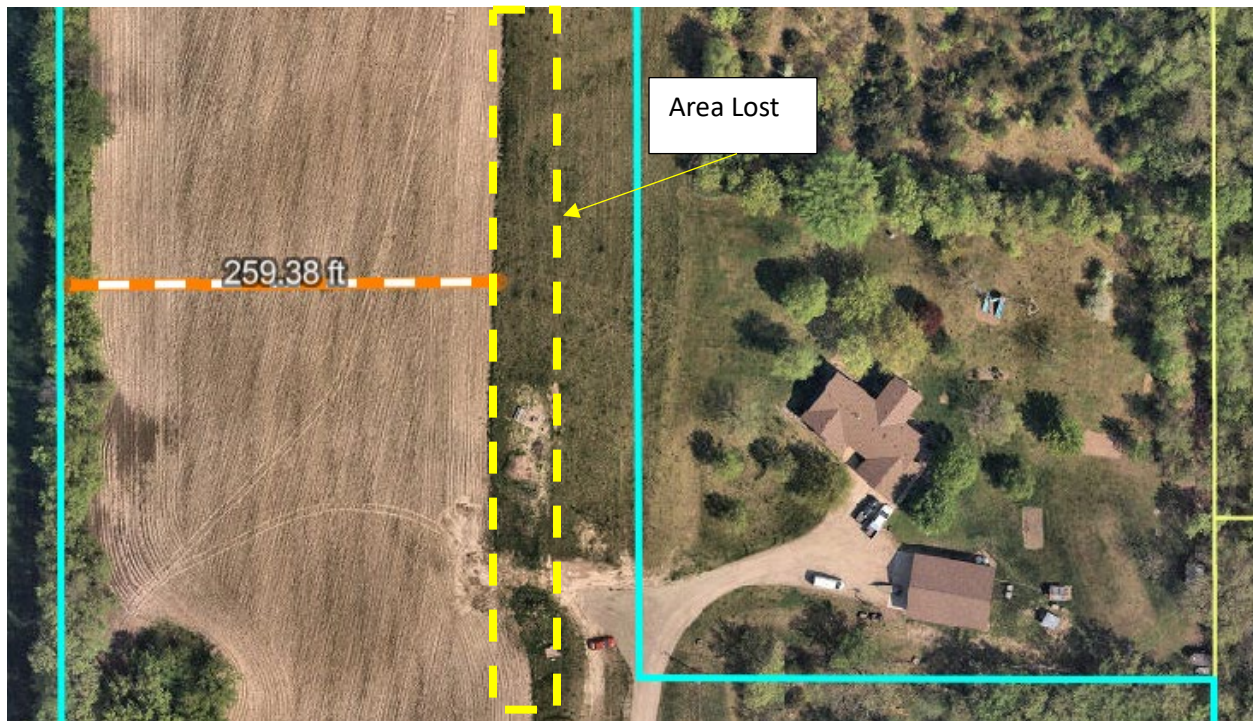




Currently, the easements reduce that length to 292 feet (15ft utility drainage plus 33 ft access).  
An additional 33-foot shift further reduces that length, to 259 ft.







With the loss of east-west footage, there is more of a reliance on north-south footage to ensure lot size compliance. This could create design difficulties for future subdivisions. However, with 25-26 acres, the lot at 5470 Town Hall Drive remains large enough to accommodate a subdivision. Whether or not the loss means the city loses the potential for additional lots is the point of discussion for this request.

The original agreement also specifies that the construction of the road would be the cost of the owners. If the applicant were to sell the property at 5470 Town Hall Drive to a potential developer, and maintain their residence at 5500 Town Hall Drive, there is a question as to whether or not they are responsible for part of the cost of said roadway for a subdivision plat that they may not be a part of. While that is largely a civil matter between future owners, moving the easement does pass total ownership to the owners of 5470 Town Hall Drive and may make that discussion clearer for future owners/users.

Another consideration is whether the relocation technically deprives 5500 Town Hall Drive of its legal access to Town Hall Drive. Currently, the easement (as shown in the applicant's submittal documents) shows the easement on both properties. The proposed adjustment moves the easement entirely onto 5470 Town Hall. The easement area abuts the property, and an existing driveway does connect 5500 Town Hall Drive to the easement. The agreement is still in place and the easement remains for the benefit of 5500 Town Hall Drive. Legal access does not appear to be deprived if the request is granted.

A final point to note is how the existing and proposed easement cuts off on before reaching the northern lot line. As the first image above shows, there is a significant wetland system north of the lot. Looking further into the scale of the wetland area brings concerns that any northern development may not be feasible. As such, further extension of the easement seems both unnecessary for current and potential future purposes.

### **Staff Recommendation:**

Approve with the following conditions:

1. Both parcels enter into a driveway agreement that stipulates access to both parcels and maintenance responsibilities.
2. That the driveway agreement stipulates a reasonable cost sharing requirement for when and if the driveway is converted to a public road.
3. That the applicant acknowledges that the shifting of the driveway easement creates design challenges for future subdivisions that will meet existing city zoning requirements without processing a planned unit development or developing in conjunction with land to the west.
4. The approving resolution and driveway agreement and easement be recorded on both parcels.

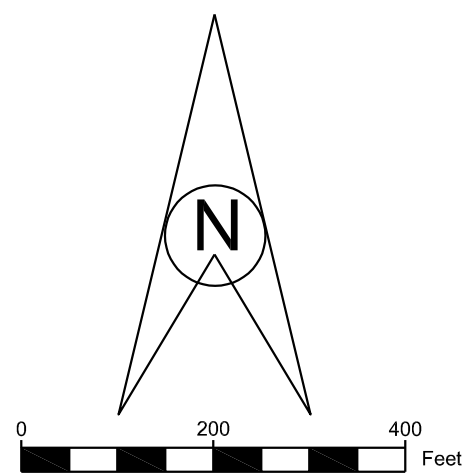
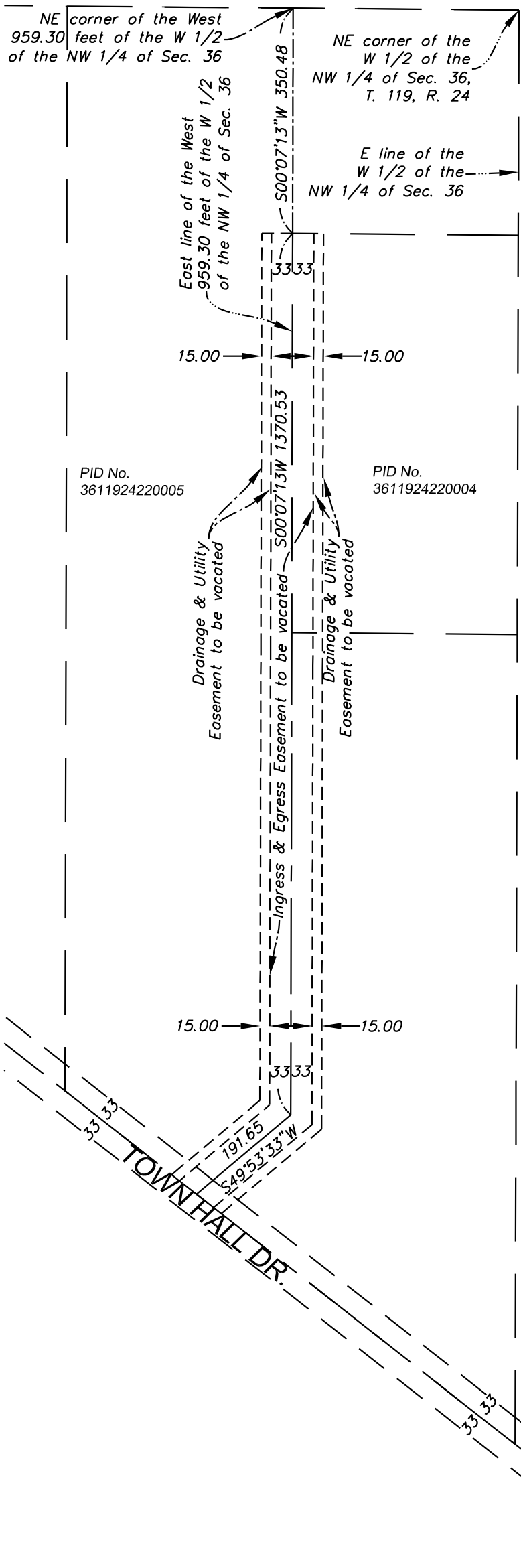
### **Attachments:**

Applicant's Submitted Survey

Original Driveway Agreement



# Vacated Easement Exhibit



## PROPOSED VACATED 15 FOOT UTILITY AND DRAINAGE EASEMENT ALONG ROAD:

A 15.00 foot perpetual easement for drainage and utility purposes over, under, and across that part of the West Half of the Northwest Quarter of Section 36, Township 119, Range 24, Hennepin County, Minnesota. Said easement shall lie between lines distant 33.00 feet and 48.00 feet on each side of the following described line:

Commencing at the Northeast corner of the West 959.30 feet of said West Half of the Northwest Quarter; thence on an assumed bearing of South 00 degrees 07 minutes 13 seconds West, along the East line of said West 959.30 feet, a distance of 350.48 feet to the point of beginning; thence continue South 00 degrees 07 minutes 13 seconds West, along said East line of the West 959.30 feet, a distance of 1370.53 feet; thence South 49 degrees 53 minutes 33 seconds West, a distance of 191.65 feet to the centerline of Town Hall Drive and said centerline there terminating.

## PROPOSED VACATED INGRESS AND EGRESS EASEMENT:

A 66.00 foot perpetual easement for ingress and egress purposes over, under, and across that part of the West Half of the Northwest Quarter of Section 36, Township 119, Range 24, Hennepin County, Minnesota, the centerline of said easement is described as follows:

Commencing at the Northeast corner of the West 959.30 feet of said West Half of the Northwest Quarter; thence on an assumed bearing of South 00 degrees 07 minutes 13 seconds West, along the East line of said West 959.30 feet, a distance of 350.48 feet to the point of beginning; thence continue South 00 degrees 07 minutes 13 seconds West, along said East line of the West 959.30 feet, a distance of 1370.53 feet; thence South 49 degrees 53 minutes 33 seconds West, a distance of 191.65 feet to the centerline of Town Hall Drive and said centerline there terminating.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Paul E. Otto*  
Paul E. Otto  
License #40062 Date: 4-11-25

- denotes iron monument found
- denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062
- denotes Lath set

Requested By:

**Chris Thomas**

Date: 4-11-25

Drawn By: NB

Scale: 1"=200'

Checked By: P.E.O.



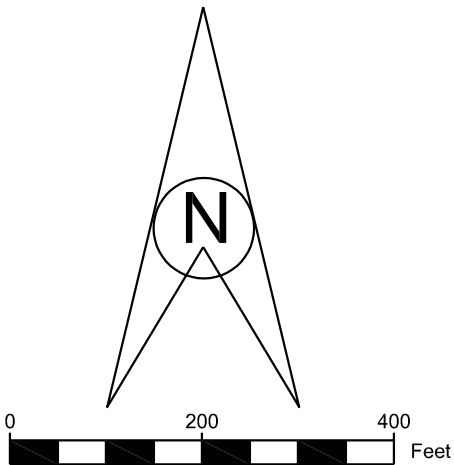
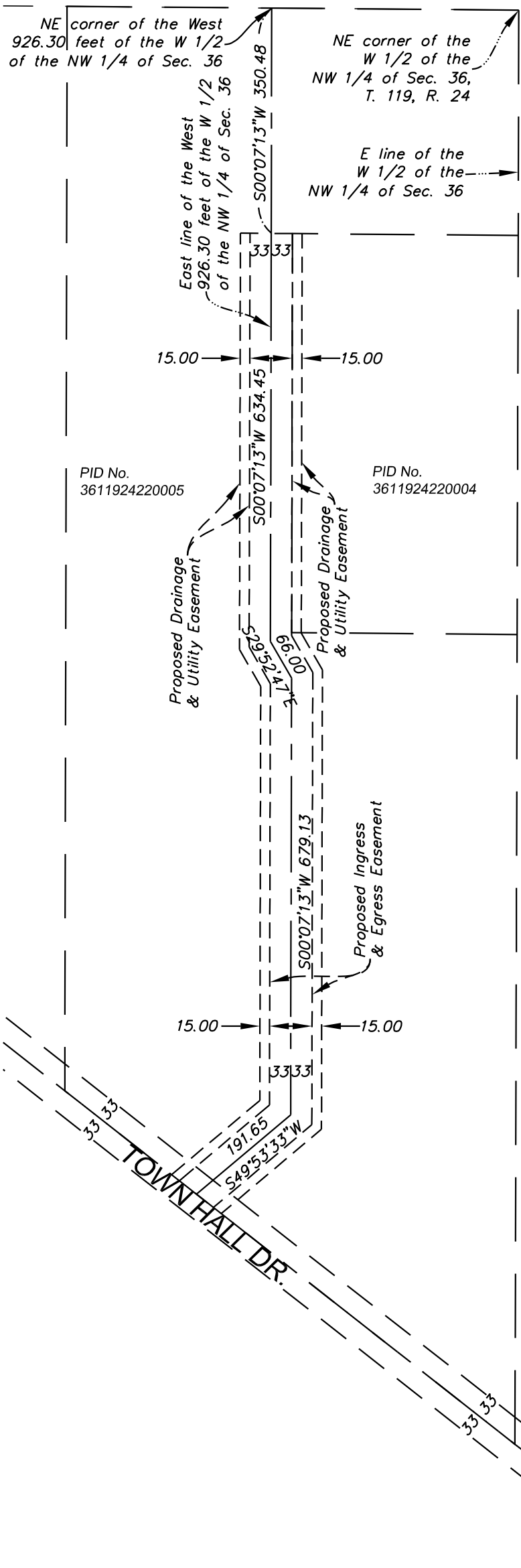
www.ottoassociates.com  
9 West Division Street  
Buffalo, MN 55313  
(763)682-4727  
Fax: (763)682-3522

Revised:

Project No.

**24-0433**

# Proposed Easement Exhibit



## PROPOSED INGRESS AND EGRESS EASEMENT:

A 66.00 foot perpetual easement for ingress and egress purposes over, under, and across that part of the West Half of the Northwest Quarter of Section 36, Township 119, Range 24, Hennepin County, Minnesota, the centerline of said easement is described as follows:

Commencing at the Northeast corner of the West 926.30 feet of said West Half of the Northwest Quarter; thence on an assumed bearing of South 00 degrees 07 minutes 13 seconds West, along the East line of said West 926.30 feet, a distance of 350.48 feet to the point of beginning; thence continue South 00 degrees 07 minutes 13 seconds West, along said East line of the West 926.30 feet, a distance of 634.45 feet; thence South 29 degrees 52 minutes 47 seconds East, a distance of 66.00 feet; thence South 00 degrees 07 minutes 13 seconds West, a distance of 679.13 feet; thence South 49 degrees 53 minutes 33 seconds West, a distance of 191.65 feet to the centerline of Town Hall Drive and said centerline there terminating.

## PROPOSED DESCRIPTION OF 15 FOOT UTILITY AND DRAINAGE EASEMENT ALONG ROAD:

A 15.00 foot perpetual easement for drainage and utility purposes over, under, and across that part of the West Half of the Northwest Quarter of Section 36, Township 119, Range 24, Hennepin County, Minnesota. Said easement shall lie between lines distant 33.00 feet and 48.00 feet on each side of the following described line:

Commencing at the Northeast corner of the West 926.30 feet of said West Half of the Northwest Quarter; thence on an assumed bearing of South 00 degrees 07 minutes 13 seconds West, along the East line of said West 926.30 feet, a distance of 350.48 feet to the point of beginning; thence continue South 00 degrees 07 minutes 13 seconds West, along said East line of the West 926.30 feet, a distance of 634.45 feet; thence South 29 degrees 52 minutes 47 seconds East, a distance of 66.00 feet; thence South 00 degrees 07 minutes 13 seconds West, a distance of 679.13 feet; thence South 49 degrees 53 minutes 33 seconds West, a distance of 191.65 feet to the centerline of Town Hall Drive and said centerline there terminating.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Paul E. Otto*

Paul E. Otto

License #40062 Date: 4-11-25

- denotes iron monument found
- denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062
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Requested By:

**Chris Thomas**

Date:

4-11-25

Drawn By:

NB

Scale:

1"=200'

Checked By:

P.E.O.



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9 West Division Street  
Buffalo, MN 55313  
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Revised:

Project No.

**24-0433**

## DRIVEWAY AGREEMENT

THIS AGREEMENT made this 29th day of June, 1999, between the City of Greenfield, Hennepin County, Minnesota, a municipal corporation (hereinafter "CITY"); and Chris and Jill Thomas and Carl and Delzetta Thomas (hereinafter collectively referred to as "OWNERS").

WHEREAS, OWNERS have the fee legal interest in the following described real property: Parcel A:

That part of the West Half of the Northwest Quarter of Section 36, Township 119, Range 24, Hennepin County, Minnesota, that lies east of the west 608.00 feet thereof and north of the centerline of Town Hall Drive.

EXCEPT that part of the south 620.62 feet of the north 971.09 feet of the West Half of the Northwest Quarter of Section 36, Township 119, Range 24, Hennepin County, Minnesota, that lies east of the west 959.30 feet of said West Half of the Northwest Quarter.

Parcel B:

That part of the south 620.62 feet of the north 971.09 feet of the West Half of the Northwest Quarter of Section 36, Township 119, Range 24, Hennepin County, Minnesota, that lies east of the west 959.30 feet of said West Half of the Northwest Quarter.

WHEREAS, OWNERS intend to provide access to the above-referenced real property by means of a private driveway that will be sixty-six (66) feet in width and is described as follows:

A 66.00 foot perpetual easement for ingress and egress purposed over and across that part of the West Half of the Northwest Quarter of Section 36, Township 119, Range 24, Hennepin County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northeast corner of the west 959.30 feet of said West Half of the Northwest Quarter; thence on an assumed bearing of South 00 degrees 07 minutes 13 seconds West along the east line of said west 959.30 feet, a distance of 350.48 feet to the point of beginning; thence continue South 00 degrees 07 minutes 13 seconds West along said east line of the west 959.30 feet a distance of 1370.53 feet; thence South 49 degrees 53 minutes 33 seconds West, a distance of 191.65 feet to the centerline of Town Hall Drive and said centerline there terminating.

WHEREAS, access is required on a public road before a building permit will be issued in the City of Greenfield unless the owners of said property have agreed, pursuant to a recordable Driveway Agreement, that they will provide a private driveway to serve said parcels.

NOW, THEREFORE, OWNERS hereby declare that the real property above-described as shall be subject to the following covenants which shall run with the land and be binding upon the OWNERS, their heirs, successors and assigns, and shall inure to the benefit of the CITY and each of the OWNERS named herein:

1. That OWNERS covenant and agree that they shall maintain the private driveway upon the above-described real property and that the private driveway so constructed shall be only for access to the two (2) parcels described above and that the driveway is not intended to serve more than the real property described in this Agreement.
2. That OWNERS acknowledge that unless, and until said driveway is upgraded to CITY standards for grading, base and surfacing, and dedicated to the public and accepted by the CITY all maintenance shall be performed and all costs of maintenance, including snow removal, grading, gravel, culvert repair and all other matters relating to the private driveway shall be borne by the OWNERS.
3. That OWNERS agree that the driveway constructed shall meet with the approval of the City Engineer with regard to its drainage of surface waters and such engineering approval must be given prior to issuance of a building permit.
4. That CITY agrees to issue building permits on the above-described parcels to be serviced by the private driveway that is the subject of this Agreement.
5. That at any time said driveway shall serve more than two (2) parcels, OWNERS will be required to upgrade said private driveway to the then existing CITY standards for grading, base and surfacing, and the roadway would have to be dedicated and accepted by the CITY with all costs associated with bringing the private driveway up to CITY standards to be borne by OWNERS, and their assigns.
6. All parcels herein will have a minimum of 200 feet of frontage on the private driveway.
7. The OWNERS agree that the CITY may at its discretion, erect and maintain appropriate signs at all entrances to the private drive, confirming that the road is



private and is not constructed, maintained, required, or kept free from ice and snow by the CITY.

8. All provisions of the Driveway Ordinance (Section 1080 of the City Code) shall be met.
9. That no building permit for any dwelling unit or other building shall be issued upon the land effected by this Agreement unless the OWNERS, their heirs and assigns, complied with all the provisions of this Agreement.

CITY OF GREENFIELD

DATED: 7/6/99

By: Thomas J Swanson  
Its Mayor

DATED: 7/6/99

By: Teresa M Rasmussen  
Its Administrator

STATE OF MINNESOTA)

) ss.

COUNTY OF HENNEPIN)

On this 6th day of July, 1999, before me, a Notary Public within and for said County, personally appeared Tom Swanson and Teresa Rasmussen to me personally known, who, being duly sworn, did say that they are the Mayor and Administrator, respectively, of the City of Greenfield, the municipal corporation named in the foregoing instrument and acknowledged that they and said municipal corporation, by authority of its City Council, executed the same as their free act and deed.



Krista Okerman  
Notary Public

OWNER(S)

DATED: June 30 1999

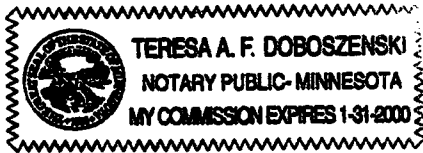
Carl Thomas

DATED: June 30 1999

Debbie Thomas  
Jim M Thomas  
Chris Thomas

STATE OF MINNESOTA)  
 ) SS.  
COUNTY OF HENNEPIN)

On this 30<sup>th</sup> day of June, 1999, before me, a Notary Public within and for said County, personally appeared Carl Thomas, Delzetta Thomas, Jill M. Thomas and Chris Thomas to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.



  
Notary Public

THIS INSTRUMENT DRAFTED BY:

Jeffrey A. Carson; ID #1543x  
Greenfield City Attorney  
CARSON AND CLELLAND  
6300 Shingle Creek Parkway  
Suite 305  
Minneapolis, MN 55430-2190  
(612) 561-2800

1998 AND PRIOR TAXES PAID  
TAXPAYER SERVICES  
TRANSFER ENTERED

JUL 27 1999

  
HENNEPIN COUNTY MINN.  
DEPUTY