

OFFICE OF COUNTY RECORDER  
CROW WING COUNTY, MINNESOTA

**DOCUMENT A- 878728**

**RECORDED ON:**

**September 19, 2016 4:28 PM**

**MARK B. LIEDL**

**CROW WING COUNTY RECORDER**

**BY: DJ**

RETURN TO: CLOSE CONVERSE COMMERCIAL PROPERTIES  
521 CHARLES STREET #201  
PO BOX 327  
BRainerd, MN 56401

**FEE: \$46.00**

**PAGES: 18**

**AMENDED AND RESTATED  
DECLARATION OF  
EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS AND  
MAINTENANCE AGREEMENT  
(West)**

This **AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS AND MAINTENANCE AGREEMENT** ("Declaration and Agreement") is made this 25 day of August, 2016, by **POTLATCH LAKE STATES DEVELOPMENT, LLC**, a Delaware limited liability company (the "Declarant").

**RECITALS**

A. Declarant is the fee owner of certain real property located in Crow Wing County, Minnesota, described as follows:

For complete legal descriptions, see attached "EXHIBIT A"; said real property is depicted on the Certificate of Survey attached as "EXHIBIT B",

(hereinafter, the "Property").

B. Declarant intends to: (i) develop, use, and sell the Property for residential purposes; (ii) establish non-exclusive, permanent easements for a private driveway, utilities, and vehicular and pedestrian ingress and egress purposes as hereinafter described in, over and across certain parts of the Property in order to provide certain Lots access to Executive Acres Road, a public right-of-way; and (iii) provide an agreement by and among Declarant and Owners, as defined herein, for the construction, reconstruction, improvement, maintenance, supervision, and regulation of the Private Driveway and Storm Water Management Facilities, as defined herein.

## DECLARATION AND AGREEMENT

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Declarant hereby declares as follows:

1. Recitals. The foregoing Recitals set forth above constitute an integral part of this Declaration and Agreement and are incorporated herein by reference.
2. Definitions.
  - a. “*Association*” means the West Tranquility II Road Maintenance and Storm Water Management Association established by this Declaration and Agreement among all Owners of the Lots to provide maintenance, improvement, preservation, reconstruction, supervision, and regulation of the Private Driveway and Storm Water Management Facilities.
  - b. “*Easement*” means the easement defined in Section 3 herein.
  - c. “*Lot*” or “*Lots*” means, as applicable, either each individual tract of land, or collectively all tracts of land, identified as Tracts A through J, constituting the Property, as identified and described on the attached “EXHIBIT A” and depicted on Certificate of Survey attached as “EXHIBIT B”.
  - d. “*Owner*” means any person or entity holding a fee interest in a Lot, or holding a recorded vendee’s interest in a contract for deed on a Lot.
  - e. “*Private Driveway*” means the driveway described in Section 5 herein.
  - f. “*Storm Water Management Facilities*” means the Storm Water Retention Basins, as defined in Section 5 herein, the inlets and outlets thereto, and such other improvements that may be added to provide management of storm water and drainage among the Lots.
3. Reciprocal Private Driveway, Ingress, Egress, Utility, and Storm Water Management Easement. All Lots shall be held, sold and conveyed subject to the following easement, which shall inure to the benefit of, and be an appurtenance to, the Lots: The Lots shall all be subject to, and servient of, a permanent, non-exclusive, perpetual easement for utility, storm water management, private driveway, and vehicular and pedestrian ingress and egress purposes over, under and across the property legally described as follows:

For complete legal description, see attached “EXHIBIT C”, said easement depicted on the Certificate of Survey attached as “EXHIBIT B” as the “WEST ROAD EASEMENT”,

(the “Easement”).

4. Scope of Easement Rights. The perpetual Easement created herein is for utility, private driveway, vehicular and pedestrian ingress and egress, and storm water and drainage management, and includes the right to improve, repair and maintain the same.
5. Construction, Repair and Maintenance. Declarant has constructed a private driveway on the Easement (the "Private Driveway"), and certain storm water retention basins along the Easement, depicted on the Certificate of Survey attached as "EXHIBIT B" (the "Storm Water Retention Basins"), at its own expense. The Owners hereby agree to reconstruct, maintain, improve (if approved by the Association), preserve, and repair the Private Driveway and Storm Water Retention Basins located on the Easement at its or their sole expense. The Owners acknowledge and agree that Declarant shall have no obligation to reconstruct, improve, maintain, preserve, or repair the Private Driveway or Storm Water Retention Basins.
6. Establishment of Road Maintenance and Storm Water Management Association.
  - a. *Purpose and Membership.* The Owners of the Lots shall automatically be members of the West Tranquility II Road Maintenance and Storm Water Management Association, which is organized for the purpose of maintaining, improving, preserving, supervising and regulating the use of the Private Driveway, the Easement, and the Storm Water Management Facilities in accordance with this Declaration and Agreement, and such further agreements that may be reached among the Owners. All Owners of each separate Lot shall be considered one member ("Member") and shall be entitled to one, and only one, vote in the Association for each Lot owned by such Owners. An Owner's membership shall be transferred with the conveyance of the Owner's fee interest in a Lot.
  - b. *Annual Meetings.* Each calendar year, during the month of September, the Association shall hold an annual meeting at a location in or near the City of Brainerd, Minnesota, the location, date, and time to be announced in writing and sent, by the Chairperson, to all Owners at least fifteen (15) days in advance of the stated meeting date. Parties sharing an ownership interest in one parcel of land shall be entitled only to one written notice addressed to their designated spokesperson. At the annual meeting, the following shall be discussed:
    - i. Immediate maintenance needs;
    - ii. Problems with use, access, condition, etc., presently existing;
    - iii. Maintenance and plowing arrangements for the winter and spring seasons;
    - iv. Blacktopping, curb, gutter, and ditch improvements to the Private Driveway;
    - v. Installation and maintenance of a sign and annual/permanent plantings at the entry of the subdivision;
    - vi. Removal of debris, growth, sediment accumulation, and/or obstructions from Storm Water Management Facilities;
    - vii. Repair of erosion or damaged structures constituting the Storm Water Management Facilities;
    - viii. Appropriate fees to be levied and collected;

- ix. Election of a chairperson, secretary, and treasurer for the period ending with the next annual meeting, by majority vote of members attending;
  - x. Such other relevant business as may be discussed or proposed, including any necessary rules or regulations.
- c. *Quorum.* A quorum at annual or special meetings of the Members shall consist of one-quarter of the voting power of the Members computed in accordance with the number of Lot owners. If any meeting cannot be organized for lack of a quorum, the meeting may be adjourned from time to time until a quorum is present. When a quorum is present at any meeting, any questions brought before the meeting shall be decided by a majority of the voting power present.
- d. *Governing Body.* Creation of the governing body for the Association with the Members of said body shall consist of a Chairperson, Secretary, and Treasurer to be elected by a vote of Members of the Association at a special meeting to be held not later than six (6) months after the sale of the first Lot and thereafter at each annual meeting of the Association.
- e. *Power and Duties.* All of the powers and duties of the Association shall be exercised by the governing body, including those existing under the common law, statutes, and those powers and duties designated for the Association of Members by the Declaration. Such powers and duties shall include, but shall not be limited to, the following:
- 1. Enforce applicable provisions of under this Declaration for the management and control of the Private Driveway and Storm Water Management Facilities.
  - 2. Pay taxes and assessments which are or could become a lien on the Private Driveway and Storm Water Management Facilities or some portion thereof.
  - 3. Delegate its powers to committees, officers, or employees.
  - 4. Contract for materials and/or services for the common area or the association with the term of any service contract limited to a duration of one year, except with the approval of a majority of the members of the association.
  - 5. Contract for insurance, if necessary, on behalf of the association.
  - 6. Enter upon any privately owned lot or unit where necessary in connection with construction, maintenance, or repair for the benefit of the Private Driveway and Storm Water Management Facilities.
  - 7. Make and collect assessments to defray the costs of the Private Driveway and Storm Water Management Facilities, according to the ratio of the number of lots or units owned by each owner to the total of lots or units

subject to the assessment, or on some other reasonable and equitable basis.

8. Use the proceeds of assessments in the exercise of its powers and duties.
  9. Maintain, repair, replace and operate the Private Driveway and Storm Water Management Facilities.
  10. Establish and amend rules and regulations respecting the use of the Private Driveway and Storm Water Management Facilities.
  11. Appoint committees of Members as it deems advisable both for the purpose of recommending action or policy in respect to any matter otherwise within the control of the Officers.
  12. Enforce by legal means the provisions of this Declaration.
- f. *Budget and Fees.* Pursuant to the foregoing subsection e., the Association shall have the power to determine by majority vote of members attending, a budget and sum of money to levy and collect as and for anticipated maintenance and care expenses for the Private Driveway and Storm Water Management Facilities. Each and every budget shall require the approval of a majority of the members attending the annual meeting. If a majority is unable to agree on a budget, the previous budget shall renew and become effective.
- g. *Start-up Funds.* Declarant shall agree to pay a pro rata share (based upon the total number of Lots) to cover the yearly cost of ownership, operation, and maintenance of the Private Driveway and Storm Water Management Facilities.
- h. *Duties of Chairperson.* The Chairperson must be a member and preside over the annual and special meetings. The Chairperson shall be responsible for evaluating and implementing all care and maintenance of the Private Driveway (including plowing) and the Storm Water Management Facilities. Decisions and expenditures consistent with the budget and directives agreed upon at the annual meeting may be made by the Chairperson with or without notice to other members. Extraordinary and non-budgeted expenditures may be made only with the approval of a majority of the members. Special assessments may be made only with the approval of a majority of the members affected. Emergency needs shall be dealt with reasonably, at the Chairperson's direction.
- i. *Duties of the Secretary.* The Secretary must be a member and shall keep and maintain notes and minutes of meetings and all Association recordings. Additionally, the Secretary may provide in no case less than ten days' written notice to members of annual and special meetings specifying the place, day, and hour, and in the case of special meetings, the nature of the business to be undertaken.
- j. *Duties of the Treasurer.* The Treasurer must be a member and shall levy and

collect all fees, maintain an Association account, and send notices as directed by the Chairperson. Additionally, the Treasurer shall prepare an annual operating statement reflecting income and expenditures of the association for its fiscal year and distribute to all members within 90 days of the end of the fiscal year.

- k. *Removal of Officers.* An Officer may be removed without cause by the affirmative vote of a Majority of all Members at a special meeting noticed for that purpose.
  - l. *Reasonable Construction.* The provisions of this Declaration and Agreement shall be reasonably construed so as to effectuate the intent and purposes of the Association.
  - m. *Automatic Renewal.* If, for any reason, an annual meeting is not held in a given year, the previous year's budget and appointment of officers shall automatically be renewed and continued for an additional one-year term.
7. Lien and Obligation for Private Assessments. The Members hereby covenant and agree to pay private assessments established by the Members, as members of the Association, with respect to each Lot, together with interest, court costs, and reasonable attorneys' fees required for collection thereof, which assessment shall be a charge on such Lot and shall be a continuing lien upon such Lot. The lien of any private assessment shall be subordinate to the lien of any first mortgage against a Lot. The private assessment shall also be the personal obligation of the Member of the Lot when the assessment becomes due and payable. The personal obligation for delinquent private assessments shall not pass to a Member's successor in title unless expressly assumed by such successor. The private assessments shall be for the exclusive purpose of the reconstruction, maintenance, improvement, preservation and repair of the Private Driveway (including the costs of snow removal, roadway maintenance and improvement, including but not limited to resurfacing, sloping, ditching, and installation of approaches, culverts and related drainage improvements), and the Storm Water Management Facilities.

Each Member's share of the private assessment shall be due and payable 30 days after notice thereof from the person or entity rendering an account for the cost of such reconstruction, improvement, maintenance, or repair activity. The private assessment shall bear interest at the rate of eight percent (8%) per annum or such other rate to which a majority of the Members may agree, as members of the Association, from the due date to the date of payment or as otherwise required by law. The Association, or any Owner on behalf of himself or herself and all other non-defaulting Members, may bring an action to collect a defaulting Member's private assessment which has not been paid when due and shall be entitled to recover reasonable attorneys' fees together with all necessary costs and disbursements incurred in connection therewith.

8. Special Assessments. Any expense or portion thereof benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited, on the basis of (i) equality, (ii) the area being maintained, repaired or replaced, (iii) the actual cost incurred with respect to each Lot, as appropriate or, (iv) a combination of the foregoing criteria.

9. Payment and Collection of Costs. The Members hereby assume, and agree to pay a pro rata share (based upon the total number of Lots) of, the cost of reconstruction, repair, improvement and maintenance of the Private Driveway and Storm Water Management Facilities, unless the Members agree to share costs according to some other reasonable and equitable formula pursuant to majority vote in accordance with Section 7 and Section 8 herein. Any construction, reconstruction, improvement, maintenance and repair shall meet the minimum standards required by law. The Treasurer, in accordance with Section 7 and Section 8 herein, shall collect regular assessments from the owners by sending notices. Members shall provide payment in accordance to that notice within thirty (30) days of notice.
10. Restrictions on Use. No Member shall obstruct or interfere with the right or privilege of any other Member to use the Private Driveway or Easement; nor shall any Member alter, construct, remove or obstruct the Private Driveway, Storm Water Management Facilities or Easement. Upon any violation of this section, any Member shall have the right to restore the Private Driveway, Storm Water Management Facilities, or Easement to its prior condition and cause the cost thereof to be assessed against the violating Member. The costs incurred by any Member in protecting his or her rights regarding the Private Driveway, Storm Water Management Facilities, or Easement, including reasonable attorneys' fees, shall be recoverable in an action at law or in equity against the violating Member.
11. Duration. The covenants, conditions and restrictions of this Declaration and Agreement constitute a restrictive covenant running with the land and, along with any rules and regulations approved by the Association, shall be binding on all persons claiming ownership thereunder. Upon conveyance or transfer of the ownership interest of any Lot, the membership, duties, and obligations arising thereunder shall automatically be conveyed, transferred, and assigned to the new owner, who shall automatically succeed to the duties arising thereunder.
12. Declarant Rights. Until such time as the governing body is elected within six (6) months of the first conveyance of a Lot to an Owner other than Declarant, Declarant shall have the following rights in addition to any rights Declarant has as an Owner:
  - a. *Control of Association.* To control the operation and administration of the Association; and
  - b. *Annexations by Declarant.* To submit at any time to this Declaration and Agreement, by recording of a supplemental declaration, or to make subject to this Declaration and Agreement, by incorporation by reference in any deed of conveyance or annex, any additional land in the vicinity of the Property. Any such land subjected to this Declaration and Agreement shall be subject in all respects to each and every provision of this Declaration and Agreement, as well as any additional terms and provisions at Declarant's discretion.

13. Sanctions and Remedies. Any Member of the association who fails to pay any dues within thirty (30) days of the time when such payment is due, stands suspended from membership and forfeits all rights and benefits thereunder by such non-payment without any action by the Association, or any offer thereof.

Any Members who shall, in the opinion of a majority of Members, fraudulently claims benefits from, or defraud or attempt to defraud the association in any way, shall be suspended from membership by the board, and shall forfeit all further rights to benefits from the association.

Any suspended Member can only be reinstated upon his application therefore in writing, presented at a regular or special meeting of the association, accompanied by a sum of money equal to what he would have been required to pay to the association during the period of suspension had he not been suspended, plus a reinstatement fee of \$100.00, upon the favorable vote of 2/3 of the Members present and voting at such meeting. If the application for reinstatement is rejected, the money accompanying the same shall be returned to the applicant. Upon written request of the Offender, the Chairperson shall grant to the offender a fair and equitable hearing. The Offender shall be given notice of the nature of the violation and the right to a hearing, and at least 10 days within which to request a hearing. The hearing shall be scheduled by the Chairperson and held within thirty days of receipt of the hearing request by the Chairperson, and with at least 10 days prior written notice to the offender. If the offending Member fails to appear at the hearing then the right to a hearing shall be waived and the Chairperson may take such action as it deems appropriate. The decision of the Chairperson and the rules for the conduct of hearings established by the Chairperson shall be final and binding on all parties. The Chairperson's decision shall be delivered in writing to the offender within ten days following the hearing, if not delivered to the offender at the hearing.

14. Indemnification. The Members, on behalf of themselves and their successors or assigns, employees, agents or invitees, hereby release, indemnify and hold harmless the Declarant from any and all claims for damages to the person or property of the Members, including costs and attorneys' fees arising from or by reason of the Declarant's or any Member's design, construction, maintenance or use of the Private Driveway or Storm Water Management Facilities; provided, however, that nothing in this Declaration and Agreement shall be construed to waive any rights that the Declarant has against the Members under this Declaration and Agreement.
15. Easement to Run with Land; No Merger. The easements created herein shall run with the land and be binding on all parties having any right, title or interest in a Lot, their heirs, successors and assigns. The Declarant intends that the easements created herein shall not merge in Declarant's title to the Lots and any future conveyance of the Lots by Declarant shall be subject to this Declaration and Agreement.
16. Amendment; Modification; Termination. This Declaration and Agreement is intended to amend, replace and restate in its entirety that certain Declaration of Easements, Covenants, Conditions, and Restrictions and Maintenance Agreement dated February 8, 2016, recorded



on February 17, 2016 as Document No.: A-870110. This Declaration and Agreement may not be amended, modified or terminated without the consent of fifty-one percent (51%) of the Members of the Lots.

17. Governing Law; Venue. This Declaration and Agreement shall be construed in accordance with Minnesota law. Venue for any action enforcing or interpreting the provisions hereof shall be in Crow Wing County, Minnesota.
18. Severability. The determination by a court of competent jurisdiction that any provision, covenant, or restriction set forth in this Declaration and Agreement is invalid for any reason shall not affect the validity of any other provision, covenant, or restriction hereof.

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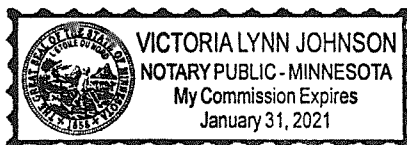
IN WITNESS WHEREOF, the Declarant hereto has executed this Declaration on the day and year first above written.

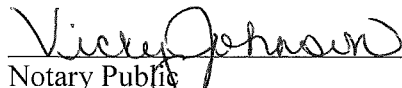
**POTLATCH LAKE STATES  
DEVELOPMENT, LLC**, a Delaware limited  
liability company

By:   
Shawn Sunnarborg, Regional Manager

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF Carlton    )

The foregoing instrument was acknowledged before me this 24 day of August, 2016, by Shawn Sunnarborg, the Regional Manager of Potlatch Lake States Development, LLC, a Delaware limited liability company, on behalf of the company.



  
Notary Public

This Instrument Was Drafted By:

Rudy, Gassert, Yetka, Pritchett & Helwig, P.A.  
813 Cloquet Avenue  
Cloquet, MN 55720  
(218) 879-3363   BGS

**EXHIBIT A****TRACT A**

That part of the Northwest Quarter of the Southwest Quarter (NW1/4-SW1/4), Section 12, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Beginning at the northwest corner of said NW1/4-SW1/4; thence South 89 degrees 45 minutes 50 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 580.14 feet along the north line of said NW1/4-SW1/4; thence South 22 degrees 40 minutes 27 seconds East 866.19 feet to the northerly line of the tract deeded to Jevning according to Document No. 866068 on file in the Crow Wing County Recorder's Office; thence Westerly 307.87 feet along a nontangential curve, concave to the North, having a radius of 632.52 feet and a central angle of 27 degrees 53 minutes 14 seconds and the chord of said curve bears South 84 degrees 32 minutes 10 seconds West along said northerly line of the Jevning tract; thence North 81 degrees 31 minutes 13 seconds West, tangent to the last described curve, 276.52 feet along said northerly line of the Jevning tract; thence Westerly 212.32 feet along a tangential curve, concave to the South, having a radius of 595.90 feet and a central angle of 20 degrees 24 minutes 51 seconds along said northerly line of the Jevning tract; thence South 78 degrees 03 minutes 56 seconds West, tangent to the last described curve, 96.89 feet along said northerly line of the Jevning tract to the west line of said NW1/4-SW1/4; thence North 02 degrees 11 minutes 22 seconds West 816.89 feet along said west line of the NW1/4-SW1/4 to the point of beginning. Subject to the right of way for Executive Acres Road and also subject to other easements, reservations or restrictions of record, if any.

**TRACT B**

That part of the Northwest Quarter of the Southwest Quarter (NW1/4-SW1/4) and the Northeast Quarter of the Southwest Quarter (NE1/4-SW1/4), Section 12, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the northwest corner of said NW1/4-SW1/4; thence South 89 degrees 45 minutes 50 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 580.14 feet along the north line of said NW1/4-SW1/4 to the point of beginning of the tract to be described; thence South 22 degrees 40 minutes 27 seconds East 866.19 feet to the northerly line of the tract deeded to Berg according to Document No. 790430 on file in the Crow Wing County Recorder's Office; thence Northeasterly 176.13 feet along a nontangential curve, concave to the Northwest, having a radius of 632.52 feet and a central angle of 15 degrees 57 minutes 17 seconds and the chord of said curve bears North 62 degrees 36 minutes 54 seconds East along said northerly line of the Berg tract; thence North 54 degrees 38 minutes 16 seconds East, tangent to the last described curve, 189.39 feet along said northerly line of the Berg tract; thence North 44 degrees 59 minutes 30 seconds East 119.45 feet along said northerly line of the Berg tract; thence North 40 degrees 14 minutes 51 seconds East 212.25 feet along said northerly line of the Berg tract; thence Northeasterly 294.93 feet along a tangential

curve, concave to the Southeast, having a radius of 348.38 feet and a central angle of 48 degrees 30 minutes 16 seconds along said northerly line of the Berg tract and along the northerly line of the tract deeded to Treloar according to Document No. 836633 on file in said Crow Wing County Recorder's Office; thence North 88 degrees 45 minutes 07 seconds East, tangent to the last described curve, 123.65 feet along said northerly line of the Treloar tract; thence Northeasterly 240.24 feet along a tangential curve, concave to the Northwest, having a radius of 370.00 feet and a central angle of 37 degrees 12 minutes 06 seconds along said northerly line of the Treloar tract; thence North 51 degrees 33 minutes 01 second East, tangent to the last described curve, 240.45 feet along the northerly line of the tract deeded to Kubesh according to Document No. 842698 on file in said Crow Wing County Recorder's Office, to the north line of said NE1/4-SW1/4; thence North 89 degrees 45 minutes 50 seconds West 1658.11 feet along said north line of the NE1/4-SW1/4 and along said north line of the NW1/4-SW1/4 to the point of beginning. Subject to the right of way for Executive Acres Road and also subject to other easements, reservations or restrictions of record, if any.

#### **TRACT C**

That part of the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4), Section 12, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of said SW1/4-NW1/4; thence South 89 degrees 45 minutes 50 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 580.14 feet along the south line of said SW1/4-NW1/4 to the point of beginning of the tract to be described; thence North 03 degrees 40 minutes 50 seconds East 686.63 feet; thence North 87 degrees 29 minutes 31 seconds East 660.54 feet to the east line of said SW1/4-NW1/4; thence South 02 degrees 05 minutes 13 seconds East 717.61 feet along said east line of the SW1/4-NW1/4 to the southeast corner of said SW1/4-NW1/4; thence North 89 degrees 45 minutes 50 seconds West 730.13 feet along said south line of the SW1/4-NW1/4 to the point of beginning. Subject to easements, reservations or restrictions of record, if any.

#### **TRACT D**

That part of the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4), Section 12, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Beginning at the southwest corner of said SW1/4-NW1/4; thence South 89 degrees 45 minutes 50 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 580.14 feet along the south line of said SW1/4-NW1/4; thence North 03 degrees 40 minutes 50 seconds East 686.63 feet; thence North 64 degrees 13 minutes 36 seconds West 731.92 feet to the west line of said SW1/4-NW1/4; thence South 01 degree 59 minutes 47 seconds East 1001.68 feet along said west line of the SW1/4-NW1/4 to the point of beginning. Subject to easements, reservations or restrictions of record, if any.

#### **TRACT E**

That part of the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4) and the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4), Section 12, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of said SW1/4-NW1/4; thence South 89 degrees 45 minutes 50 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 580.14 feet along the south line of said SW1/4-NW1/4; thence North 03 degrees 40 minutes 50 seconds East 686.63 feet to the point of beginning of the tract to be described; thence continuing North 03 degrees 40 minutes 50 seconds East 580.95 feet; thence North 53 degrees 59 minutes 54 seconds West 894.75 feet to the west line of said NW1/4-NW1/4; thence South 01 degree 59 minutes 47 seconds East 787.92 feet along said west line of the NW1/4-NW1/4 and along the west line of said SW1/4-NW1/4 to the line that bears North 64 degrees 13 minutes 36 seconds West from the point of beginning; thence South 64 degrees 13 minutes 36 seconds East 731.92 feet to the point of beginning. Subject to easements, reservations or restrictions of record, if any.

#### **TRACT F**

That part of the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4) and the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4), Section 12, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of said SW1/4-NW1/4; thence South 89 degrees 45 minutes 50 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 580.14 feet along the south line of said SW1/4-NW1/4; thence North 03 degrees 40 minutes 50 seconds East 686.63 feet to the point of beginning of the tract to be described; thence continuing North 03 degrees 40 minutes 50 seconds East 580.95 feet; thence North 43 degrees 04 minutes 20 seconds East 483.44 feet; thence South 41 degrees 01 minute 01 second East 412.74 feet to the northeast corner of said SW1/4-NW1/4; thence South 02 degrees 05 minutes 13 seconds East 592.97 feet along the east line of said SW1/4-NW1/4 to the line that bears North 87 degrees 29 minutes 31 seconds East from the point of beginning; thence South 87 degrees 29 minutes 31 seconds West 660.54 feet to the point of beginning. Subject to easements, reservations or restrictions of record, if any.

#### **TRACT G**

That part of the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4) and the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4), Section 12, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of said SW1/4-NW1/4; thence South 89 degrees 45 minutes 50 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 580.14 feet along the south line of said SW1/4-NW1/4; thence North 03 degrees 40 minutes 50 seconds East 1267.58 feet to the point of beginning of the tract to be described; thence North 43 degrees 04 minutes 20 seconds East 240.69 feet; thence North 30 degrees 34 minutes 30 seconds West 1371.17 feet to the north line of said

NW1/4-NW1/4; thence North 89 degrees 44 minutes 29 seconds West 219.74 feet along said north line of the NW1/4-NW1/4 to the northwest corner of said NW1/4-NW1/4; thence South 01 degree 59 minutes 47 seconds East 831.90 feet along said west line of the NW1/4-NW1/4 to the line that bears North 53 degrees 59 minutes 54 seconds West from the point of beginning; thence South 53 degrees 59 minutes 54 seconds East 894.75 feet to the point of beginning. Subject to easements, reservations or restrictions of record, if any.

#### **TRACT H**

That part of the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4), Section 12, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4), said Section 12; thence South 89 degrees 45 minutes 50 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 580.14 feet along the south line of said SW1/4-NW1/4; thence North 03 degrees 40 minutes 50 seconds East 1267.58 feet; thence North 43 degrees 04 minutes 20 seconds East 240.69 feet to the point of beginning of the tract to be described; thence continuing North 43 degrees 04 minutes 20 seconds East 608.51 feet to the east line of said NW1/4-NW1/4; thence North 09 degrees 39 minutes 35 seconds West 742.07 feet to the north line of said NW1/4-NW1/4; thence North 89 degrees 44 minutes 29 seconds West 988.53 feet along said north line of the NW1/4-NW1/4 to the line that bears North 30 degrees 34 minutes 30 seconds West from the point of beginning; thence South 30 degrees 34 minutes 30 seconds East 1371.17 feet to the point of beginning. Subject to easements, reservations or restrictions of record, if any.

#### **TRACT I**

That part of the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) and the Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4), Section 12, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4), said Section 12; thence South 89 degrees 45 minutes 50 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 580.14 feet along the south line of said SW1/4-NW1/4; thence North 03 degrees 40 minutes 50 seconds East 1267.58 feet; thence North 43 degrees 04 minutes 20 seconds East 849.20 feet to the east line of said NW1/4-NW1/4 to the point of beginning of the tract to be described; thence North 82 degrees 49 minutes 16 seconds East 1311.11 feet to the east line of said NE1/4-NW1/4; thence North 02 degrees 10 minutes 40 seconds West 561.77 feet along said east line of the NE1/4-NW1/4 to the northeast corner of said NE1/4-NW1/4; thence North 89 degrees 44 minutes 29 seconds West 1404.02 feet along the north line of said NE1/4-NW1/4 and along the north line of said NW1/4-NW1/4 to the line that bears North 09 degrees 39 minutes 35 seconds West from the point of beginning; thence South 09 degrees 39 minutes 35 seconds East 742.07 feet to the point of beginning. Subject to easements, reservations or restrictions of record, if any.

**TRACT J**

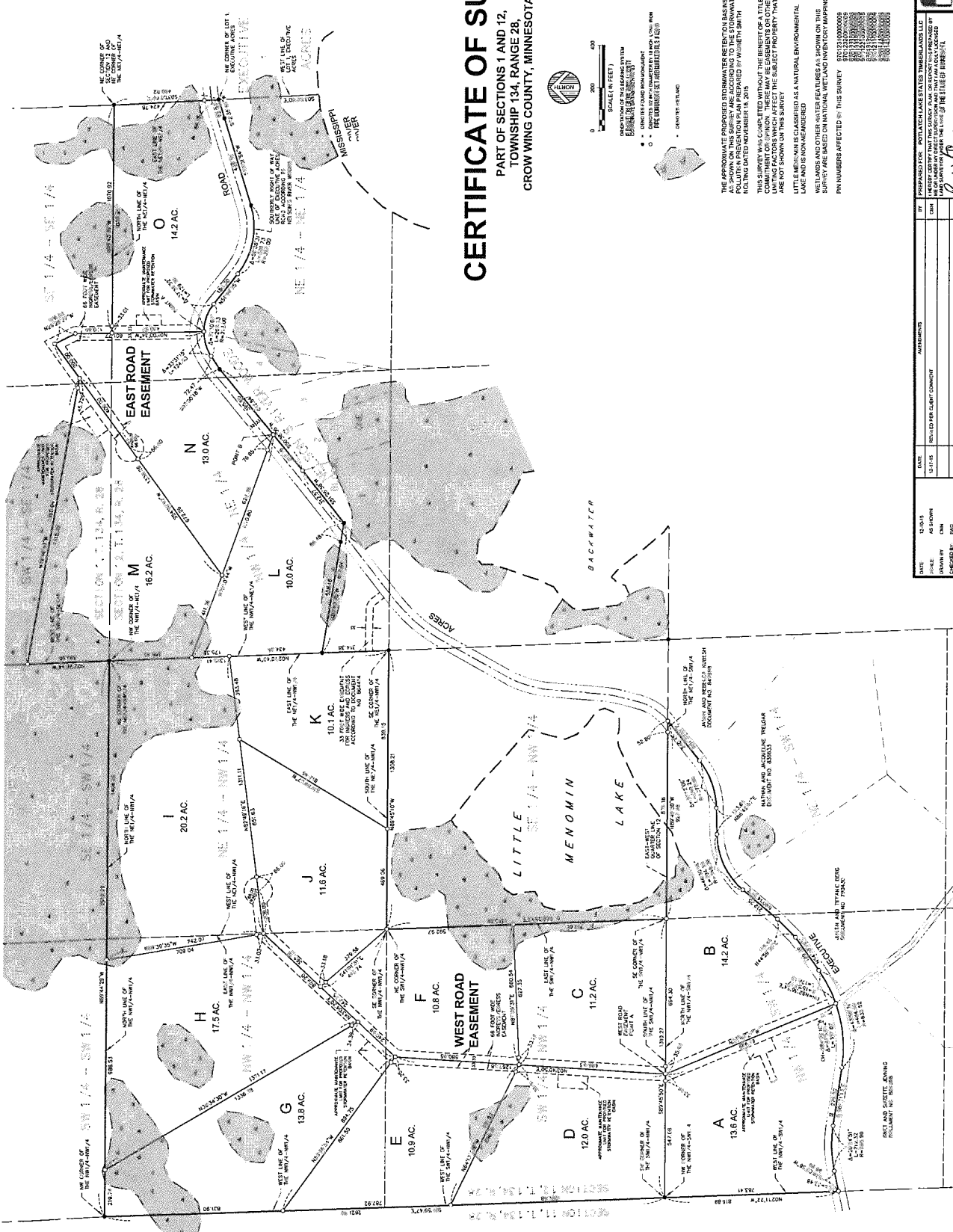
Q That part of the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) and the Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4), Section 12, Township 134, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the southwest corner of the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4), said Section 12; thence South 89 degrees 45 minutes 50 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 580.14 feet along the south line of said SW1/4-NW1/4; thence North 03 degrees 40 minutes 50 seconds East 1267.58 feet; thence North 43 degrees 04 minutes 20 seconds East 483.44 feet to the point of beginning of the tract to be described; thence continuing North 43 degrees 04 minutes 20 seconds East 365.76 feet to the east line of said NW1/4-NW1/4; thence North 82 degrees 49 minutes 16 seconds East 917.63 feet; thence South 31 degrees 09 minutes 07 seconds West 812.46 feet to the south line of said NE1/4-NW1/4; thence North 89 degrees 45 minutes 10 seconds West 469.06 feet along the south line of said NE1/4-NW1/4 to the southeast corner of said NW1/4-NW1/4; thence North 41 degrees 01 minute 01 second West 412.74 feet to the point of beginning. Subject to easements, reservations or restrictions of record, if any.





# CERTIFICATE OF SURVEY

PART OF SECTIONS 1 AND 12,  
TOWNSHIP 134, RANGE 28,  
CROW WING COUNTY, MINNESOTA



THE APPROXIMATE PROPOSED STORMWATER RETENTION BASINS AS SHOWN ON THIS SURVEY ARE ACCORDING TO THE STORMWATER MANAGEMENT PLAN FOR THE PROJECT, DATED NOVEMBER 16, 2015. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR OPINION. THERE MAY BE EASEMENTS OR OTHER RIGHTS NOT SHOWN ON THIS SURVEY. LITTLE MENOMIN IS CLASSIFIED AS A NATURAL ENVIRONMENTAL WETLANDS AND OTHER WATER FEATURES AS SHOWN ON THIS SURVEY ARE BASED ON A NATURAL WETLAND INVENTORY MAPPING PH NUMBERS AFFECTED BY THIS SURVEY: 810 121 00000000 810 121 00000000 810 121 00000000 810 121 00000000 810 121 00000000 810 121 00000000 810 121 00000000 810 121 00000000 810 121 00000000 810 121 00000000

SHEET 2 OF 2 SHEETS

**WIDSETH SMITH NOLTING**  
Engineering | Architecture | Surveying | Environmental



DATE	12-15-15	CASE	134-28	PROJECT	STORMWATER RETENTION BASINS
DRAWN BY	JOHN W. SMITH	REVIEWED BY	JOHN W. SMITH	DATE	12-15-15
CHECKED BY	RAC	DATE	12-15-15	PROJECT	STORMWATER RETENTION BASINS
FILE NUMBER	20381033				

## EXHIBIT C

### WEST ROAD EASEMENT

A 66.00 foot wide easement for ingress, egress and utility purposes over and across that part of the West Half of Section 12, Township 134, Range 28, Crow Wing County, Minnesota, which lies 33.00 feet on each side of the following described line:

Commencing at the west quarter corner of said Section 12; thence South 89 degrees 45 minutes 50 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 580.14 feet along the east-west quarter line of said Section 12 to a point hereinafter referred to as Point A; thence South 22 degrees 40 minutes 27 seconds East 866.19 feet to the centerline of Executive Acres Road to the point of beginning of the line to be described; thence reversing North 22 degrees 40 minutes 27 seconds West 866.19 feet to said Point A; thence North 03 degrees 40 minutes 50 seconds East 1267.58 feet; thence North 43 degrees 04 minutes 20 seconds East 849.20 feet; thence North 82 degrees 49 minutes 16 seconds East 200.00 feet and said centerline there terminating.

Together with a cul-de-sac having a radius of 66.00 feet, the center of said cul-de-sac being the terminus of the above described line. Also together with those portions of said West Half of Section 12 used for the creation and maintenance of the necessary storm water retention basins and ditches as needed for proper drainage of said ingress and egress easement area according to the Storm Water Pollution Prevention Plan prepared by Widseth Smith Nolting dated November 16, 2015.