Our Vision: Being Minnesota's favorite place.
Our Mission: Serve well. Deliver value. Drive results.
Our Values: Be responsible. Treat people right. Build a better future.

AGENDA

Crow Wing County Board of Commissioners
Regular Meeting

07/14/2026
9:00 AM
County Board Room, 3rd Floor, Historic Courthouse, Brainerd MN

*Note: Times are approximate

The agenda has been published as shown below but is subject to change to include such business as may come before the Board.

ATTEND IN-PERSON OR BY MICROSOFT TEAMS (CALL 218-302-1725, CONFERENCE ID: 235 601 745#); LIVESTREAM AVAILABLE AT WWW.CROWWING.GOV OR ON THE CROW WING COUNTY YOUTUBE CHANNEL

ONE OR MORE MEMBERS OF THE COUNTY BOARD MAY ATTEND REMOTELY

1. **9:00 AM Call to Order and Pledge of Allegiance**

2. **Open Forum**

3. **Review and Approve Minutes**

   3.1. 06/23/2026 Regular County Board Meeting Minutes

4. **Review and Approve Agenda**

5. **Consent Agenda - Items are generally defined as items of routine business, not requiring discussion, and approved in one vote. Commissioners may elect to pull a Consent Agenda item(s) for discussion and/or separate action.**

   5.1. Bills
   5.2. Personnel Actions
   5.3. Exempt Gambling Permit - MN Deer Hunters Assoc Brainerd Chapter
   5.4. Tax Forfeited Parcel 41320518 reclassification and transfer to County Fee
   5.5. Little Pine Section 12 – Kurt Johnson Easement Request
   5.6. Final payment request, Contract No. 26009 for Project CP 18-200-142 (2026 Culvert Lining)

5.7. CSAH 48 Trail Cost Share Agreement with City of Baxter.

6. **9:05 AM - Public Hearing - Reclassification and Intended Sale of Tax Forfeited Lands**

6.1. 9:05 Public Hearing, Reclassification and Intended Sale of Tax Forfeited Lands

6.2. Classify TF Parcels, Remove Parcels from Memorial Forest Designation and Over the Counter List, Approve 2026 Final TF Land Sale

6.3. 2026 Classification and Sale of Lands Forfeited to the State for Non-payment of Taxes

7. **Administrative Services**

8. **Community Services**

8.1. Out of State Travel Request: National Conference on Correctional Health Care

9. **Land Services**

9.1. Malinowski – Land Use Map Amendment

9.2. Adney Exchange Holding Co LLC – Adney Lake Conservancy –Preliminary Plat

9.3. Northland Reliability Project – Phase II Right of Way Easements & Budget Amendment

10. **County Sheriff**

11. **County Attorney**

12. **County Administrator**

12.1. Senior Management Team Report

12.2. Schedule Public Hearing to Amend the Water Surface Use Ordinance

12.3. Schedule Public Hearing to Change Unnamed Body of Water to Little Spirit Lake

12.4. Appointment to Crow Wing County HRA

12.5. Northland Arboretum Land Acquisition Project

12.6. Property Assessed Clean Energy Program (MinnPACE) Participation

12.7. Whitefish Chain, LLC v. Crow Wing County Settlement Agreement

13. **Additional Business**

14. **Adjournment**

County Board Correspondence

07/14/26 Correspondence

For more information, call 218-824-1067

Crow Wing County Board of Commissioners meeting agendas are available online at www.crowwing.gov

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Administration	Amber Berent
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: 06/23/2026 Regular County Board Meeting Minutes

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
Approve the minutes of the June 23, 2026, regular County Board meeting.

Approximate length of presentation:

Crow Wing County
Board of Commissioners

Regular Meeting Minutes

06/23/2026
9:00 AM

County Board Room, 3rd Floor, Historic Courthouse,
Brainerd MN

1. **9:00 AM Call to Order and Pledge of Allegiance**

Present: Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee

Also Present: County Administrator Deborah Erickson, County Attorney Kelsey Hopps (remote), Sr. Administrative Specialist Jessie Layman, Administrative Coordinator Amber Berent

2. **Open Forum**

Katlyn Dykhoff spoke about the 287g agreement and asked that it be placed on a future agenda for further discussion.

Marcia Ferris spoke about the effect ICE and the county's participation in the 287g agreement has on essential workers and immigrants.

Cynthia Grimm asked the county to not cooperate with ICE operations.

Jane Haubrich asked that 287g be placed on an upcoming agenda for discussion and voiced the need for creative solutions and teamwork.

Mary Pappas-Ladd described conditions at US facilities housing immigrants awaiting deportation and concern for potential human rights violations.

Juliet Lilgaroth asked that the county not support the 287g agreement and maintain separation of federal and state laws.

Gary Payne stated that ICE activities are violating citizens' right to due process and requested the county not associate with ICE.

Doug Kern voiced gratitude to the Sheriff and Board for supporting law enforcement and their efforts to uphold laws.

3. **Review and Approve Minutes**

3.1 06/09/2026 Regular County Board Meeting Minutes

Approved the minutes of the June 09, 2026, regular County Board meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Paul Koering
SECONDER:	Jamie Lee
AYES:	Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee

3.2 6/15-06/16/25 County Board of Appeal and Equalization Minutes

Approved the minutes of June 15 & 16, 2026 County Board of Appeal and Equalization meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Steve Barrows
SECONDER:	Paul Koering
AYES:	Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee

4. **Review and Approve Agenda**

Approved the agenda of the June 23, 2026, regular County Board meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jon Lubke
SECONDER:	Jamie Lee
AYES:	Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee

5. **Consent Agenda - Items are generally defined as items of routine business, not requiring discussion, and approved in one vote. Commissioners may elect to pull a Consent Agenda item(s) for discussion and/or separate action.**

Approved the following consent agenda.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jon Lubke
SECONDER:	Paul Koering
AYES:	Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee

5.1 Bills

Approved the following expenditure listing for June 23, 2026, with the full listing available on file in the Office of the Administrative Services Director:

General Fund	$338,109.81
Restricted & Committed Funds	85,597.98
Highway Fund	180,909.88
Community Services Fund	33,367.42
Solid Waste (Non-Landfill) Fund	40,889.23
Land Management Fund	12,640.13
Unorganized Territories Fund	8,316.82
Capital Projects Fund	132,653.16
Landfill Fund	182,692.41
Child Protection	59.52
State of Emergency	10,733.00
	$1,025,969.36

5.2 Personnel Actions

Approved the Human Resource Report for Personnel Actions dated June 23, 2026, as on file.

5.3 Destruction of Administrative Services Records

Approved the Administrative Services Director's request for destruction of records, as on file, as provided for by the County General Records Retention Schedule, in accordance with Minnesota Statute 138.17.

5.4 Security Camera Video Retention Policy Approval

Approved the newly created Security Camera Video Retention Policy, as recommended by the Facilities Manager, to be maintained on file in the County Administrator's Office.

5.5 Right of Way Acquisition for Project SAP 018-619-004

Approved Resolution **2026-37** (attached): Right of Way Acquisition for Project SAP 018-619-004.

5.6 Highway Department Budget Amendment for 2026 Construction Projects

Approved modifications to the 2026 Highway Department annual budget to more accurately reflect the cost of the 2026 roadway construction program.

5.7 Crossing Surface Installation Agreement with BNSF – CSAH 8

Authorized the County Engineer to enter into a cost sharing agreement with Burlington Northern Santa Fe Railroad to jointly improve the CSAH 8 crossing in Deerwood (U.S. DOT Crossing No. 076189X).

5.8 Final Payment Request, Contract No. 26014 for Project CP 018-200-166 and 018-300-062 (Aggregate resurfacing of County gravel roads and FAD gravel roads)

Approved final payment to Kowalczyk Gravel Inc for Contract No. 26014 for the total contract amount of $322,348.28 for Project CP 018-200-166 and 018-300-062 and authorized the County Engineer to approve the Certificate of Final Contract Acceptance.

5.9 Final Payment Request, Contract No. 26012 for Project CP 018-200-164 and CP 018-300-061 (Crack sealing 1 for County and FAD roads)

Approved final payment to Allied Blacktop Company for Contract No. 26012 for the total contract amount of $449,061 for Project CP 018-200-164 and CP 018-300-061 and authorized the County Engineer to approve the Certificate of Final Contract Acceptance.

5.10 Final Contract Payment - Crack Seal 2
(Crack Sealing 2 for County and Township Roads)

Approved final payment to Fahrner Asphalt Sealers LLC for Contract No. 25013 for the total contract amount of $243,949.68 for Project CP 018-200-165 and authorized the County Engineer to approve the Certificate of Final Contract Acceptance.

5.11 Award Contract for CIP Project No. 1102604
(Bituminous Replacement - Judicial Center)

Authorized entering into a contract between Anderson Brothers Construction Company of Brainerd, LLC. and Crow Wing County in the amount of $249,460.15 for Project No. 1102604.

5.12 2026 State of MN Federal Boating Safety Equipment Grant Contract

Authorized entering into a grant contract between Crow Wing County, Crow Wing County Sheriff's Office and the State of Minnesota, acting through its Department of Natural Resources, Enforcement Division for supplementary funding of specific items for recreational boating safety, effective March 3, 2026, through September 1, 2026, and the Chair and County Administrator are authorized to sign said grant contract, subject to review as to form and execution by the County Attorney.

6. **Community Services**

6.1 Resolution Declaring a Public Health Nuisance at 17394 North Nelson Rd, Ironton, MN 56455

Approved Resolution **2026-38** (attached): Resolution Declaring a Public Health Nuisance at 17394 North Nelson Rd, Ironton, MN 56455

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jamie Lee
SECONDER:	Steve Barrows
AYES:	Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee

6.2 Resolution Declaring a Public Health Nuisance at Parcel 71320501, North Nelson Rd, Ironton, MN 56455

Approved Resolution **2026-39** (attached): Resolution Declaring a Public Health Nuisance at Parcel 71320501, North Nelson Rd, Ironton, MN 56455

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jamie Lee
SECONDER:	Paul Koering
AYES:	Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee

7. **Land Services**

7.1 Land Use Ordinance Amendment

Approved the amendments to the Land Use Ordinance as presented.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Paul Koering
SECONDER:	Steve Barrows
AYES:	Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee

8. **County Sheriff**

9. **County Attorney**

10. **County Administrator**

10.1 Senior Management Team Report

County Administrator Deborah Erickson provided an update on behalf of the Senior Management Team.

11. **Additional Business**

12. **Adjournment**

Adjourned the meeting at 9:37 AM.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Steve Barrows
SECONDER:	Jamie Lee
AYES:	Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen, Jamie Lee

_____
Rosemary Franzen, Chair
Board of County Commissioners

_____
Deborah A. Erickson
County Administrator

Prepared by Amber Berent

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: June 23, 2026 **Resolution: 2026-37**
OFFERED BY COMMISSIONERS: Lubke and Koering
AYES: Koering, Lubke, Barrows, Franzen, Lee;

RIGHT-OF-WAY ACQUISITION FOR SAP 018-619-004
(COUNTY STATE AID HIGHWAY 19)

WHEREAS, Crow Wing County plans to resurface County State Aid Highway (CSAH) 19 between CSAH 3 and County Road (CR) 109 in 2027, and

WHEREAS, the improvements consist of the addition of a right-hand turn lane at Antler Road to provide for the health, safety, and welfare of the traveling public, and

WHEREAS, additional right-of-way over certain lands are required for said construction, and

WHEREAS, the County will engage, as necessary, Certified Appraisers for the Appraisal valuations of the right of way required on SAP 018-619-004, and

WHEREAS, once completed and reviewed, the Appraisal valuations and summary of the valuations will be on file in the office of the County Highway Department, and

WHEREAS, Crow Wing County has the authority and right to acquire right of way for said highway by eminent domain pursuant to Minnesota Statutes 163.02, Subd. 2, 117.012, 117.042, and 117.055.

NOW, THEREFORE, BE IT RESOLVED, that the Crow Wing County Board of Commissioners hereby authorizes the County Engineer to hire Appraisers and Review Appraisers, as necessary, prepare Minimum Damage Acquisition (MDA) information, extend offers and negotiate for the necessary right-of-way for SAP 018-619-004 upon completion of the Appraisal valuations, and

BE IT FURTHER RESOLVED, that the Board of Commissioners of Crow Wing County, Minnesota, hereby authorizes the acquisition of right of way by eminent domain, if necessary, pursuant to Minnesota Statutes 163.02, Subd. 2, 117.012, 117.042, and 117.055, for the right-of-way that cannot be acquired through direct negotiations, and

BE IT FURTHER RESOLVED, that the Administrative Services Director is hereby authorized to issue the necessary warrant to the Court Administrator from the Road and Bridge Fund in the amount equal to the appraised value in the appraisal report for the unsigned parcels as part of the requirements of eminent domain proceedings, and

BE IT FURTHER RESOLVED, that the Crow Wing County Attorney is hereby instructed to institute the required proceedings.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ***ss***

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on June 23, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 14th day of July 2026.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: June 23, 2026 **Resolution: 2026-38**
OFFERED BY COMMISSIONERS: Lee and Barrows
AYES: Koering, Lubke, Barrows, Franzen, Lee;

RESOLUTION DECLARING A PUBLIC HEALTH NUISANCE AT 17394 NORTH NELSON ROAD, IRONTON, MN 56455

WHEREAS, Crow Wing County Public Health learned of a potential public health nuisance located at 17394 N Nelson Road, Ironton, MN (hereinafter the "Property); and,

WHEREAS, Crow Wing County Public Health viewed the property during multiple site inspections as well as digital images available on GIS mapping for Crow Wing County; and,

WHEREAS, County property records indicate the property is owned by the Cooper Family, Danny, Cathy, Nello JR, Steven and Sabrina (hereinafter "Property Owner"); and,

WHEREAS, there is an accumulation of tires holding stagnant water, along with soft sided items including but not limited to mattresses and clothing, garbage, and unsecured structures which provides a breeding ground and haven for vermin and other animals, all of which are known to spread diseases that are injurious and a threat to the public health; and,

WHEREAS, the Property Owner was provided a Public Health Nuisance Abatement notice by letter dated June 15th, 2026, with a deadline of June 22nd, 2026; and,

WHEREAS, the Property Owner has failed to remediate the public health concerns; and,

WHEREAS, Crow Wing County Public Health has the responsibility for preventing and controlling the spread of disease throughout the County; and,

WHEREAS, the Property is located within Crow Wing County and is subject to the authority of the Crow Wing County Community Health Board.

NOW THEREFORE, BE IT RESOLVED, that the Crow Wing County Board of Commissioners hereby declares;

1. The property located at 17394 N Nelson Road, Ironton, MN, hereby constitutes a public health nuisance under Minn. Stat. §145A.04, subd. 8.
2. Crow Wing County Public Health shall comply with Minn. Statute and abate the Property at the Property Owner's expense.
3. The total cost for the Abatement shall be charged and assessed against the Property pursuant to the provisions and methods set for in Minn. Stat. §145A.08.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ***ss***

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on June 23, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 14th day of July 2026.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: June 23, 2026 **Resolution: 2026-39**
OFFERED BY COMMISSIONERS: Lee and Koering
AYES: Koering, Lubke, Barrows, Franzen, Lee;

RESOLUTION DECLARING A PUBLIC HEALTH NUISANCE
AT PARCEL 71320501, NORTH NELSON ROAD, IRONTON, MN 56455

WHEREAS, Crow Wing County Public Health learned of a potential public health nuisance located at Parcel# 71320501 on N Nelson Road, Ironton, MN (hereinafter the "Property); and,

WHEREAS, Crow Wing County Public Health viewed the property during multiple site inspections as well as digital images available on GIS mapping for Crow Wing County; and,

WHEREAS, County property records indicate the property is owned by the Marti Vervalen, Lance and Kelly Storstad (hereinafter "Property Owner"); and,

WHEREAS, there is an accumulation garbage, along with soft sided items including but not limited to furniture and carpet, which provides a breeding ground and haven for vermin and other animals, all of which are known to spread diseases that are injurious and a threat to the public health; and,

WHEREAS, the Property Owner was provided a Public Health Nuisance Abatement notice by letter dated May 7th, 2026, with a deadline of May 17th, 2026; and,

WHEREAS, the Property Owner has failed to remediate the public health concerns; and,

WHEREAS, Crow Wing County Public Health has the responsibility for preventing and controlling the spread of disease throughout the County; and,

WHEREAS, the Property is located within Crow Wing County and is subject to the authority of the Crow Wing County Community Health Board.

NOW THEREFORE, BE IT RESOLVED, that the Crow Wing County Board of Commissioners hereby declares;

1. The property located at parcel# 71320501, hereby constitutes a public health nuisance under Minn. Stat. §145A.04, subd. 8.
2. Crow Wing County Public Health shall comply with Minn. Statute and abate the Property at the Property Owner's expense.
3. The total cost for the Abatement shall be charged and assessed against the Property pursuant to the provisions and methods set for in Minn. Stat. §145A.08.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on June 23, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 14th day of July 2026.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: June 23, 2026 **Resolution: 2026-40**

OFFERED BY COMMISSIONERS: Koering and Barrows

AYES: Koering, Lubke, Barrows, Franzen, Lee;

RESOLUTION AUTHORIZING THE ADOPTION OF REVISIONS TO THE LAND USE ORDINANCE IN CROW WING COUNTY

WHEREAS, pursuant to Minnesota Statute 394 and the Crow Wing County Land Use Ordinance Article 4, Crow Wing County has the ability to initiate amendments to the Land Use Ordinance in order to protect the State's land, air, water, and other natural resources and;

WHEREAS, the Crow Wing County Board desires to protect the public health, safety and welfare of Crow Wing County by considering proposed revisions to the Land Use Ordinance; and;

WHEREAS, the Crow Wing County Board deems it necessary to revise the existing Land Use Ordinance in order to most effectively address the public health, safety and welfare of Crow Wing County. Those revisions drafted by County staff do address those issues.

NOW, THEREFORE, BE IT RESOLVED the Crow Wing County Board of Commissioners hereby ordains the following in Crow Wing County:

1. Approval of proposed revisions to the Land Use Ordinance recommended by the Planning Commission/Board of Adjustment after a public hearing on 05/21/2026and presented to the County Commissioners on 06/23/2026. The effective date of the Ordinance revisions shall be 06/23/2026, pursuant to Article 4.4 A of the Land Use Ordinance.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ***ss***

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on June 23, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 14th day of July 2026.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Human Resources	Amy Fischer
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Personnel Actions

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
To approve the Human Resource Report for Personnel Actions dated July 14, 2026, as on file.

Approximate length of presentation:

Human Resource Report
Personnel Actions
July 14, 2026

Replacement Staffing
Classification Title: Social Worker (2)
Department: Community Services
Reason for Vacancy: Promotion of Jill Bergstrom June 20, 2026, and Departure of Pat Einarson December 31, 2026
Personnel Committee: Yes

Hires
Name: Kobe Ahonen
Classification Title: Master Electrician
Department: Facilities
Start Date: July 13, 2026
Reason for Vacancy: Departure of Dale Claussen March 6, 2026

Name: Ryan Imgrund
Classification Title: Financial Worker
Department: Community Services
Start Date: July 13, 2026
Reason for Vacancy: Departure of Katlynn Kruschek June 12, 2026

Name: Peter Leeson
Classification Title: Correctional Officer
Department: Sheriff's Office - Jail
Start Date: July 13, 2026
Reason for Vacancy: Departure of Anthony Brill May 20, 2026

Name: Riley Erickson
Classification Title: Correctional Officer
Department: Sheriff's Office - Jail
Start Date: July 13, 2026
Reason for Vacancy: Departure of Michael Astle May 21, 2026

Name: Colton Odash
Classification Title: Deputy
Department: Sheriff's Office
Start Date: July 13, 2026
Reason for Vacancy: Promotion of Timothy Gerber April 27, 2026

Hires Continued
Name: Miranda LaCanne
Classification Title: Social Worker
Department: Community Services
Start Date: July 20, 2026
Reason for Vacancy: Departure of Paige Gerads August 24, 2026

Promotions/Movement
Name: Erik Hidalgo
Classification Title: Environmental Services Specialist
Department: Land Services
Start Date: July 6, 2026
Reason for Vacancy: Movement of Ashly Maus June 19, 2026

Departures
Name: Pat Einarson
Classification Title: Social Worker
Department: Community Services
Date of Departure: December 31, 2026

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Admin Services	Jory Danielson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Exempt Gambling Permit - MN Deer Hunters Assoc Brainerd Chapter

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
To support the Minnesota Lawful Gambling Application for an Exempt Permit for the MN Deer Hunters Assoc Brainerd Chapter to be held on the date of September 11, 2026 at the Crow Wing County Fairgrounds/Brainerd Curling Club, Oak Lawn Township, subject to all State Laws and upon approval of said date, the applicant submitting a copy of reports required by the State.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Land Services	Tom Strack
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Tax Forfeited Parcel 41320518 reclassification and transfer to County Fee

PREVIOUS ACTION:

COMMENTS:

- Parcel 41320518 is located in 32-134-28, City of Brainerd and Forfeited in 1963.
- Parcel is currently classified as Conservation.
- If approved and after reclassification, Land Services will apply for a Special Use Deed per MS 282.01 Subd, 1a,(e), trails for walking, bicycling, snowmobiling, or other recreational purposes, along with a reasonable amount of surrounding land maintained in its natural state.
- If approved, Special Use Deed will be issued to Crow Wing County.

RECOMMENDED BOARD ACTION:
Approve Resolution (attached): Reclassification of Tax Forfeited Parcel 41320518 and transfer to County Fee.

Approximate length of presentation:

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: **Resolution:**
OFFERED BY COMMISSIONERS: and
AYES: NAYS:

Reclassification of Tax Forfeited Parcel 41320518 and transfer to County Fee

WHEREAS, Minnesota Statutes Chapter 282 provides for the classification of lands forfeited to the State for non-payment of taxes, and

WHEREAS, Tax Forfeited Parcel 41320518, SE1/4 of NE1/4, 32-134-28, City of Brainerd Forfeited on 7/16/1963, and

WHEREAS, pursuant to Minnesota Statutes Section 282.01, Subdivision 1a, Non-conservation tax-forfeited land held in trust in favor of the taxing districts may be conveyed by the commissioner of revenue in the name of the state to a governmental subdivision for an authorized public use.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of Crow Wing approves the reclassification of Tax Forfeited Parcel 41320518 from Conservation to Non-Conservation, and

NOW, THEREFORE, BE IT FURTHER RESOLVED the Board of Commissioners of Crow Wing County authorizes Land Services to apply for a Special Use Deed for Tax Forfeited Parcel 41320518 per Minnesota Statutes Section 282.01, Subdivision 1a (e), trails for walking, bicycling, snowmobiling, or other recreational purposes.

STATE OF MINNESOTA)
COUNTY OF CROW WING) *ss*

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on < >, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this <X day of X, 20XX>.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Land Services	Tom Strack
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Little Pine Section 12 – Kurt Johnson Easement Request

PREVIOUS ACTION:

COMMENTS:

- Discussed at 5/19/2026 Committee of the Whole Meeting.
- Survey was drafted at the request of Mr. Johnson by KLD.
- Mr. Johonson has agreed to grant Crow Wing County a reciprocal easement to access Tax Forfeited Lands.

RECOMMENDED BOARD ACTION:
To grant a 33.00-foot-wide easement for ingress and egress purposes, over, under, and across that part of the Northeast Quarter of the Southwest Quarter of Section 12, Township 138 North, Range 25 West, Crow Wing County Minnesota.

Approximate length of presentation:

CROW WING COUNTY
TAX FORFEITED LANDS
PRIVATE INGRESS/EGRESS EASEMENT

This grant is made this 14th day of July, 2026, by the County of Crow Wing, State of Minnesota, hereinafter referred to as the Grantor, to Kurt Johnson, a single person, hereinafter referred to as the Grantee(s).

RECITALS:

WHEREAS Minnesota Statutes, Section 282.04, Subdivision 4a, authorizes the County Auditor to grant private easements on unsold tax-forfeited land to an individual or a private entity requesting an easement for access to private property owned by the individual or private party if (1) there are no reasonable alternatives to obtain access to the individual's or private entity's property and (2) exercising the easement will not cause significant adverse environmental or natural resource management impacts; and

WHEREAS the Grantee desires to obtain a private easement for ingress/egress purposes and the Grantor desires to grant such an easement with respect to the property described below.

NOW, THEREFORE, in consideration of the premises and the terms hereinafter set forth, the Grantor hereby grants unto the Grantee and its assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and over a strip of land 33 feet in width on the parcel(s) hereinafter described and at the location described in the Certificate of Survey thereof which is attached hereto and made a part hereof.

TERMS:

I

Said Appurtenant Easement is granted with respect to the following described parcel(s) of unsold tax-forfeited land situated in Crow Wing County, Minnesota.

See Attachment A – Legal Description

See Attachment B – Certificate of Survey

II

Said Appurtenant Easement is to allow ingress and egress over said unsold tax-forfeited property only for private access by Grantees and Grantee's assigns, agents and guests to the following described parcel(s):

PID: 74120507, SE1/4 of SE1/4 12-138-25, Little Pine Township

III

Said Easement is non-exclusive and open to public use as well as timber management and other purposes.

IV

Grantee may clear and grade said Easement as necessary to provide for ingress and egress. Grantee may not pave the Easement with any impermeable material. Grantee shall be solely responsible for maintaining said Easement and the Grantor shall have no responsibility for grading, improving, repairing or maintaining the Easement.

V

With the prior approval of Crow Wing County Land Services, Grantee shall be permitted to remove any and all trees and brush within the easement area as needed to facilitate access improvements. So long as the tax-forfeited land remains unsold, Grantor reserves the right to harvest any and all

remaining trees within the easement area with revenues generated by the harvest accruing to the Grantor.

VI

The Grantee shall comply with all Federal and State laws, regulations, and municipal ordinances affecting said Easement and the land over which it is situated. The Grantee shall keep said Easement in a neat and orderly condition and shall remove all refuse and debris that may accumulate thereon. The Grantee shall take all reasonable precautions to prevent and suppress forest fires.

VII

The Grantee shall indemnify and hold the Grantor harmless from all claims for any damage resulting from the use of said Easement by Grantee or by Grantee's assigns, agents or guests, and from all claims for any damage to the person or the property of others arising out of the use of said Easement by Grantee or by Grantee's assigns, agents or guests.

VIII

The Grantee will pay when due all taxes and assessments levied against said Easement or any improvements thereon.

IX

The tax-forfeited land affected by this Easement may be used, sold, or leased for mineral or other legal purpose, but said use, sale, or lease shall be subject to this Easement, and all rights granted by this Easement shall be excepted from the conveyance or lease of the land and be reserved.

X

This Easement may be canceled or terminated by resolution of the Crow Wing County Board after reasonable notice for any substantial breach of its terms or if at any time its continuance will conflict with public use of the land, or any part thereof, on which it is granted. "Reasonable notice" means a 90-day written notice addressed to the record owner of the Easement at the last known address, and upon cancellation or termination the County Board may grant extensions of time to vacate the premises affected.

XI

This Easement shall revert to the State of Minnesota in trust for the Grantor in the event of nonuse.

XII

No delay by the Grantor in enforcing any of the conditions of this Easement shall operate as a waiver of any of its rights.

IN TESTIMONY WHEREOF the County Land Services Director of the County of Crow Wing, State of Minnesota, has affixed his hand and seal this day of , 20__.

COUNTY OF CROW WING
STATE OF MINNESOTA

By_____
Gary Griffin, County Land Services Director
Crow Wing County, Minnesota

(Seal)

STATE OF MINNESOTA)
) ss.
COUNTY OF CROW WING)

On this____day of _____, 20__ before me, personally appeared Gary Griffin, County Land Services Director of said county, to me personally known to be the person who executed the foregoing instrument on behalf of said county and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to the statutes in such case made and provided.

_____

Title (and Rank): _____

My commission expires: _____

Approved by:

_____
Crow Wing County Attorney's Office
213 Laurel Street, Suite 31
Brainerd, MN 56401
(218) 824-1025

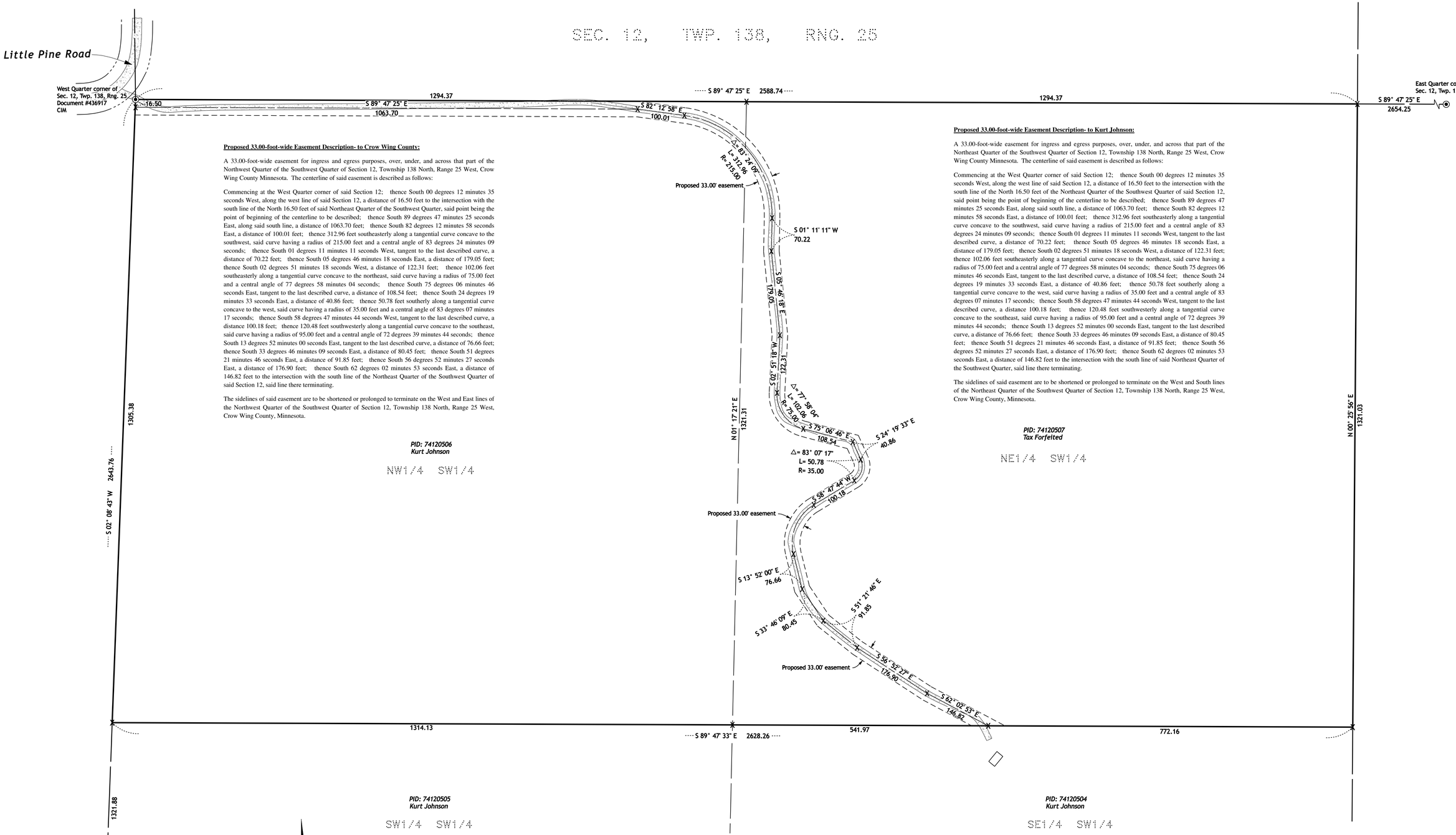
Attachment A- Legal Description

Proposed 33.00-foot-wide Easement Description- to Kurt Johnson:

A 33.00-foot-wide easement for ingress and egress purposes, over, under, and across that part of the Northeast Quarter of the Southwest Quarter of Section 12, Township 138 North, Range 25 West, Crow Wing County Minnesota. The centerline of said easement is described as follows:

Commencing at the West Quarter corner of said Section 12; thence South 00 degrees 12 minutes 35 seconds West, along the west line of said Section 12, a distance of 16.50 feet to the intersection with the south line of the North 16.50 feet of the Northeast Quarter of the Southwest Quarter of said Section 12, said point being the point of beginning of the centerline to be described; thence South 89 degrees 47 minutes 25 seconds East, along said south line, a distance of 1063.70 feet; thence South 82 degrees 12 minutes 58 seconds East, a distance of 100.01 feet; thence 312.96 feet southeasterly along a tangential curve concave to the southwest, said curve having a radius of 215.00 feet and a central angle of 83 degrees 24 minutes 09 seconds; thence South 01 degrees 11 minutes 11 seconds West, tangent to the last described curve, a distance of 70.22 feet; thence South 05 degrees 46 minutes 18 seconds East, a distance of 179.05 feet; thence South 02 degrees 51 minutes 18 seconds West, a distance of 122.31 feet; thence 102.06 feet southeasterly along a tangential curve concave to the northeast, said curve having a radius of 75.00 feet and a central angle of 77 degrees 58 minutes 04 seconds; thence South 75 degrees 06 minutes 46 seconds East, tangent to the last described curve, a distance of 108.54 feet; thence South 24 degrees 19 minutes 33 seconds East, a distance of 40.86 feet; thence 50.78 feet southerly along a tangential curve concave to the west, said curve having a radius of 35.00 feet and a central angle of 83 degrees 07 minutes 17 seconds; thence South 58 degrees 47 minutes 44 seconds West, tangent to the last described curve, a distance 100.18 feet; thence 120.48 feet southwesterly along a tangential curve concave to the southeast, said curve having a radius of 95.00 feet and a central angle of 72 degrees 39 minutes 44 seconds; thence South 13 degrees 52 minutes 00 seconds East, tangent to the last described curve, a distance of 76.66 feet; thence South 33 degrees 46 minutes 09 seconds East, a distance of 80.45 feet; thence South 51 degrees 21 minutes 46 seconds East, a distance of 91.85 feet; thence South 56 degrees 52 minutes 27 seconds East, a distance of 176.90 feet; thence South 62 degrees 02 minutes 53 seconds East, a distance of 146.82 feet to the intersection with the south line of said Northeast Quarter of the Southwest Quarter, said line there terminating.

The sidelines of said easement are to be shortened or prolonged to terminate on the West and South lines of the Northeast Quarter of the Southwest Quarter of Section 12, Township 138 North, Range 25 West, Crow Wing County, Minnesota.



Proposed 33.00-foot-wide Easement Description- to Crow Wing County:

A 33.00-foot-wide easement for ingress and egress purposes, over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 12, Township 138 North, Range 25 West, Crow Wing County Minnesota. The centerline of said easement is described as follows:

Commencing at the West Quarter corner of said Section 12; thence South 00 degrees 12 minutes 35 seconds West, along the west line of said Section 12, a distance of 16.50 feet to the intersection with the south line of the North 16.50 feet of said Northeast Quarter of the Southwest Quarter, said point being the point of beginning of the centerline to be described; thence South 89 degrees 47 minutes 25 seconds East, along said south line, a distance of 1063.70 feet; thence South 82 degrees 12 minutes 58 seconds East, a distance of 100.01 feet; thence 312.96 feet southeasterly along a tangential curve concave to the southwest, said curve having a radius of 215.00 feet and a central angle of 83 degrees 24 minutes 09 seconds; thence South 01 degrees 11 minutes 11 seconds West, tangent to the last described curve, a distance of 70.22 feet; thence South 05 degrees 46 minutes 18 seconds East, a distance of 179.05 feet; thence South 02 degrees 51 minutes 18 seconds West, a distance of 122.31 feet; thence 102.06 feet southeasterly along a tangential curve concave to the northeast, said curve having a radius of 75.00 feet and a central angle of 77 degrees 58 minutes 04 seconds; thence South 75 degrees 06 minutes 46 seconds East, tangent to the last described curve, a distance of 108.54 feet; thence South 24 degrees 19 minutes 33 seconds East, a distance of 40.86 feet; thence 50.78 feet southerly along a tangential curve concave to the west, said curve having a radius of 35.00 feet and a central angle of 83 degrees 07 minutes 17 seconds; thence South 58 degrees 47 minutes 44 seconds West, tangent to the last described curve, a distance 100.18 feet; thence 120.48 feet southwesterly along a tangential curve concave to the southeast, said curve having a radius of 95.00 feet and a central angle of 72 degrees 39 minutes 44 seconds; thence South 13 degrees 52 minutes 00 seconds East, tangent to the last described curve, a distance of 76.66 feet; thence South 33 degrees 46 minutes 09 seconds East, a distance of 80.45 feet; thence South 51 degrees 21 minutes 46 seconds East, a distance of 91.85 feet; thence South 56 degrees 52 minutes 27 seconds East, a distance of 176.90 feet; thence South 62 degrees 02 minutes 53 seconds East, a distance of 146.82 feet to the intersection with the south line of the Northeast Quarter of the Southwest Quarter of said Section 12, said line there terminating.

The sidelines of said easement are to be shortened or prolonged to terminate on the West and East lines of the Northwest Quarter of the Southwest Quarter of Section 12, Township 138 North, Range 25 West, Crow Wing County, Minnesota.

Proposed 33.00-foot-wide Easement Description- to Kurt Johnson:

A 33.00-foot-wide easement for ingress and egress purposes, over, under, and across that part of the Northeast Quarter of the Southwest Quarter of Section 12, Township 138 North, Range 25 West, Crow Wing County Minnesota. The centerline of said easement is described as follows:

Commencing at the West Quarter corner of said Section 12; thence South 00 degrees 12 minutes 35 seconds West, along the west line of said Section 12, a distance of 16.50 feet to the intersection with the south line of the North 16.50 feet of the Northeast Quarter of the Southwest Quarter of said Section 12, said point being the point of beginning of the centerline to be described; thence South 89 degrees 47 minutes 25 seconds East, along said south line, a distance of 1063.70 feet; thence South 82 degrees 12 minutes 58 seconds East, a distance of 100.01 feet; thence 312.96 feet southeasterly along a tangential curve concave to the southwest, said curve having a radius of 215.00 feet and a central angle of 83 degrees 24 minutes 09 seconds; thence South 01 degrees 11 minutes 11 seconds West, tangent to the last described curve, a distance of 70.22 feet; thence South 05 degrees 46 minutes 18 seconds East, a distance of 179.05 feet; thence South 02 degrees 51 minutes 18 seconds West, a distance of 122.31 feet; thence 102.06 feet southeasterly along a tangential curve concave to the northeast, said curve having a radius of 75.00 feet and a central angle of 77 degrees 58 minutes 04 seconds; thence South 75 degrees 06 minutes 46 seconds East, tangent to the last described curve, a distance of 108.54 feet; thence South 24 degrees 19 minutes 33 seconds East, a distance of 40.86 feet; thence 50.78 feet southerly along a tangential curve concave to the west, said curve having a radius of 35.00 feet and a central angle of 83 degrees 07 minutes 17 seconds; thence South 58 degrees 47 minutes 44 seconds West, tangent to the last described curve, a distance 100.18 feet; thence 120.48 feet southwesterly along a tangential curve concave to the southeast, said curve having a radius of 95.00 feet and a central angle of 72 degrees 39 minutes 44 seconds; thence South 13 degrees 52 minutes 00 seconds East, tangent to the last described curve, a distance of 76.66 feet; thence South 33 degrees 46 minutes 09 seconds East, a distance of 80.45 feet; thence South 51 degrees 21 minutes 46 seconds East, a distance of 91.85 feet; thence South 56 degrees 52 minutes 27 seconds East, a distance of 176.90 feet; thence South 62 degrees 02 minutes 53 seconds East, a distance of 146.82 feet to the intersection with the south line of said Northeast Quarter of the Southwest Quarter, said line there terminating.

The sidelines of said easement are to be shortened or prolonged to terminate on the West and South lines of the Northeast Quarter of the Southwest Quarter of Section 12, Township 138 North, Range 25 West, Crow Wing County, Minnesota.

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CROW WING COUNTY COORDINATE SYSTEM NAD 83 (1986 ADJ.)

0 100 200
SCALE IN FEET

NO.	REVISIONS SINCE INITIAL DATE OF	DATE

KLD
KRAMER LEAS DELEO
SURVEYING • ENGINEERING • PLANNING
BRAINERD ST. CLOUD
1120 Industrial Park Road Brainerd, MN 56401 218-829-5333
13 North 11th Avenue St. Cloud, MN 56303 320-259-1266

I HEREBY CERTIFY THAT THIS PLAN, SURVEY, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature: _____ 6/24/2026
James Kramer, MN License No. 23668 Date

PROJECT NO. JOHNK2602

CERTIFICATE OF SURVEY

Topographic and Property Boundary Survey

Kurt Johnson
Located in Section 12, Township 138 North, Range 25 West, Crow Wing County, Minnesota.

Sheet No. 1 of 1

(Top 3 inches reserved for recording data)

Quit Claim Deed

DEED TAX DUE: $1.65 DATE: _____, 2026

FOR VALUABLE CONSIDERATION, Kurt Johnson, a single adult ("Grantor"), hereby conveys and quitclaims to County of Crow Wing ("Grantee"), real property in Crow Wing County, Minnesota, legally described as follows:

A 33.00-foot-wide perpetual, non-exclusive easement for ingress and egress purposes, over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 12, Township 138 North, Range 25 West, Crow Wing County Minnesota. The centerline of said easement is described as follows:

Commencing at the West Quarter corner of said Section 12; thence South 00 degrees 12 minutes 35 seconds West, along the west line of said Section 12, a distance of 16.50 feet to the intersection with the south line of the North 16.50 feet of said Northeast Quarter of the Southwest Quarter, said point being the point of beginning of the centerline to be described; thence South 89 degrees 47 minutes 25 seconds East, along said south line, a distance of 1063.70 feet; thence South 82 degrees 12 minutes 58 seconds East, a distance of 100.01 feet; thence 312.96 feet southeasterly along a tangential curve concave to the southwest, said curve having a radius of 215.00 feet and a central angle of 83 degrees 24 minutes 09 seconds; thence South 01 degrees 11 minutes 11 seconds West, tangent to the last described curve, a distance of 70.22 feet; thence South 05 degrees 46 minutes 18 seconds East, a distance of 179.05 feet; thence South 02 degrees 51 minutes 18 seconds West, a distance of 122.31 feet; thence 102.06 feet southeasterly along a tangential curve concave to the northeast, said curve having a radius of 75.00 feet and a central angle of 77 degrees 58 minutes 04 seconds; thence South 75 degrees 06 minutes 46 seconds East, tangent to the last described curve, a distance of 108.54 feet; thence South 24 degrees 19 minutes 33 seconds East, a distance of 40.86 feet; thence 50.78 feet southerly along a tangential curve concave to the west, said curve having a radius of 35.00 feet and a central angle of 83 degrees 07 minutes 17 seconds; thence South 58 degrees 47 minutes 44 seconds West, tangent to the last described curve, a distance 100.18 feet; thence 120.48 feet southwesterly along a tangential curve concave to the southeast, said curve having a radius of 95.00 feet and a central angle of 72 degrees 39 minutes 44 seconds; thence South 13 degrees 52 minutes 00 seconds East, tangent to the last described curve, a distance of 76.66 feet; thence South 33 degrees 46 minutes 09 seconds East, a distance of 80.45 feet; thence South 51 degrees 21 minutes 46 seconds East, a distance of 91.85 feet; thence South 56 degrees 52 minutes 27 seconds East, a distance of 176.90 feet; thence South 62 degrees 02 minutes 53 seconds East, a distance of 146.82 feet to the intersection with the south line of the Northeast Quarter of the Southwest Quarter of said Section 12, said line there terminating.

The sidelines of said easement are to be shortened or prolonged to terminate on the West and East lines of the Northwest Quarter of the Southwest Quarter of Section 12, Township 138 North, Range 25 West, Crow Wing County, Minnesota.

Total consideration for this deed is less than $3,000.00.

This conveyance also includes all after acquired right, title or interest in the above real property.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

None

Check applicable box:
☐ The Seller certifies that the Seller does not know of any wells on the described real property.
☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: **[…]**.)
☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

_____

Kurt Johnson

State of Minnesota, County of _____

This instrument was acknowledged before me on_____, 2026, by Kurt Johnson, a single adult, Grantor.

(Stamp)

_____

(signature of notarial officer)

THIS INSTRUMENT WAS DRAFTED BY:
James M. Gammello #140144
GAMMELLO-PEARSON, PLLC
14275 Golf Course Drive, Suite 200
Baxter, MN 56425
218/828-9511

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Crow Wing County

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Highway and Engineering	Tim Bray
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Final payment request, Contract No. 26009 for Project CP 18-200-142 (2026 Culvert Lining)

PREVIOUS ACTION:

04/08/25 - Crow Wing County 2025-2029 Highway Improvement Plan adopted by the County Board.

12/16/25 - Resolution authorizing advertising for bids.

03/10/26 - Awarded Contract to Subsurface, Inc.

COMMENTS:

Original Contract Amount =	$113, 275.00
Final Contract Amount =	$110,050.00
Amount Over/Under =	$3,225.00 (2.85% Under)

RECOMMENDED BOARD ACTION:
Approve final payment to Subsurface, Inc. for Contract No. 26009 for the total contract amount of $110,050.00 for Project CP 18-200-142 (2026 Culvert Lining), and to authorize the County Engineer to approve the Certificate of Final Contract Acceptance.

Approximate length of presentation:

Contract Number: 26009
Final Pay Request Number: 2

Project Number	Project Description
CP 18-200-142	2026 Culvert Lining

Contractor:	Subsurface, Inc. PO BOX 37 Moorhead, MN 56561-0037	**Vendor Number:** **Up To Date:**	2928 06/27/2026

Contract Amount		**Funds Encumbered**	
Original Contract	$113,275.00	Original	$113,275.00
Contract Changes	$0.00	Additional	N/A
Revised Contract	$113,275.00	Total	$113,275.00

Work Certified To Date	
Base Bid Items	$110,050.00
Contract Changes	$0.00
Material On Hand	$0.00
Total	$110,050.00

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
CP 18-200-142	$0.00	$110,050.00	$0.00	$104,547.50	$5,502.50	$110,050.00

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$0.00	$110,050.00	$0.00	$104,547.50	$0.00	$110,050.00
	Percent: Retained: 0%		Percent Complete: 97.15 %		
				Amount Paid this Final Pay Request: $5,502.50	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By
Robert Hall
Project Engineer

6/30/26
Date

Approved By Subsurface, Inc.
Contractor

6/30/26
Date

Primary Project No.: CP 18-200-142
Final Pay Request No.: 2
Contract No.: 26009

Certificate of Final Contract Acceptance
Final Voucher Number: 2

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 6/30/26 Signature Robert Hall Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is $110,050.00 and agrees to the amount of $5,502.50 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Subsurface, Inc.

By _____

And _____ And _____

State of North Dakota, Cass County

On This 30th Day June, 2026, Before me appeared Sarah Streit To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed

(Corporate Acknowledgment)

Sarah Streit And _____, to me personally known, who, being each by me duly sworn each did say that they are respectively the Corporate Sec. and _____ of the Subsurface, Inc. Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

Directors and said Sarah Streit and _____

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial Seal

My Commission as Notary Public in Cass County

Expires March 16, 2027 Signature Daniel Scholand

DANIEL SCHOLAND
Notary Public
State of North Dakota
My Commission Expires March 16, 2027

CROW WING COUNTY
CERTIFICATE OF PERFORMANCE

Project Number:
CP 18-200-142

Contractor: Subsurface, Inc.

Total Value of Work For Voucher # 2	**Original Contract**	**$113,275.00**
	Final Contract Amount	**$110,050.00**

Contract # 26009

I HEREBY CERTIFY to the Board of Commissioners of Crow Wing County, that I have been in charge of the work required by the above described contract, that all of such work has been done and performed, measured by, and in accordance with and pursuant to the items of said contract.

Robert Hall

Project Engineer in Charge

6/30/26

Date

Contract Payment Summary				
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2026-06-13	$110,050.00	$5,502.50	$104,547.50
2	2026-06-27	$0.00	($5,502.50)	$5,502.50

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
County	1	$110,050.00	$0.00	$104,547.50	$5,502.50	$110,050.00

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
8054 (LOST)	LOST	$5,502.50	$113,275.00	$113,275.00	$110,050.00

Project Payment Summary					
Project	Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
CP 18-200-142	1	2026-06-13	$110,050.00	$5,502.50	$104,547.50
CP 18-200-142	2	2026-06-27	$0.00	($5,502.50)	$5,502.50

Project Funding Category Summary						
Project	Funding Category Name	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CP 18-200-142	County - Group 1	$110,050.00	$0.00	$104,547.50	$5,502.50	$110,050.00

Project Funding Source Summary					
Project	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
CP 18-200-142	8054 (LOST) (LOST) - County	$5,502.50	$113,275.00	$113,275.00	$110,050.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CP 18-200-142	1	2021.501	MOBILIZATION	LUMP SUM	$18,000.00	1	0	$0.00	1	$18,000.00
CP 18-200-142	2	2507.603	LINING CULVERT PIPE (58" SPAN) SPECIAL	LIN FT	$575.00	157	0	$0.00	154	$88,550.00
CP 18-200-142	3	2563.601	TRAFFIC CONTROL	LUMP SUM	$3,500.00	1	0	$0.00	1	$3,500.00
CP 18-200-142	4	2575.501	TURF ESTABLISHMENT	LUMP SUM	$1,500.00	1	0	$0.00	0	$0.00

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid Totals:								**$0.00**		**$110,050.00**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
CP 18-200-142	2026 CULVERT LINING	$0.00	$110,050.00

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To date	Amount To date
Contract Change Totals:									**$0.00**		**$0.00**

Contract Change Totals

Number	Description	Effective Date	Amount

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

Contract Total	**$110,050.00**

Contract 26009

OVERRUN/ UNDERRUN REPORT

CP 18-200-142 (2026 Culvert Lining)									
Item No.	Description	Unit	Unit Price	Contract Qty	Final Qty	Qty Over/ Under	Amount Over/ Under	% Over/ Under	Explanation
2507.603	LINING CULVERT PIPE (58" SPAN) SPECIAL	Lin FT	$ 575.00	157	154	-3	$ (1,725.00)	-2%	Normal Variance
2575.501	TURF ESTABLISHMENT	LS	$ 1,500.00	1	0	-1	$ (1,500.00)	-100%	Did not use item
						Contract Amount Over/Under	**$ (3,225.00)**	**-2.85%**	
						Construction Total	$ 110,050.00	-2.85%	
						Incentives/Disincentives/Contract Obligations	$ -	0.00%	
						Original Contract Amount	$ 113,275.00		
						Final Contract Amount	$ 110,050.00		

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Highway and Engineering	Tim Bray
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: CSAH 48 Trail Cost Share Agreement with City of Baxter.

PREVIOUS ACTION:
4/14/26 - Adoption of the 2026-2030 Highway Improvement Plan.

COMMENTS:
The City of Baxter and Crow Wing County both previously were awarded federal funds for trail system segments adjacent to CSAH 48 between Marohn Road and Isle Drive. The agreement identifies funding and future maintenance responsibilities. The city is taking the lead in design and construction.

RECOMMENDED BOARD ACTION:
Authorize the County Engineer to enter into a cost share and maintenance agreement with the City of Baxter, and to sign any subsequent amendments to the agreement.

Approximate length of presentation:

CONSTRUCTION COST SHARE AND MAINTENANCE AGREEMENT BETWEEN CROW WING COUNTY, MN AND THE CITY OF BAXTER, MN FOR THE MAROHN ROAD SOUTH TO ISLE DRIVE TRAIL ADJACENT TO COUNTY STATE AID HIGHWAY (CSAH) 48

This Agreement is made and entered into this day of _____, 2026, by and between the County of Crow Wing, State of Minnesota, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "County", and the City of Baxter, 13190 Memorywood Drive, Baxter, MN 56425 hereinafter referred to as the "City". This Agreement is related to the construction of a multi-use paved trail primarily located within the CSAH 48 road right-of-way.

WITNESSETH

WHEREAS, the parties mutually agree that the aforementioned project, including a paved trail, retaining walls, storm water infrastructure, ADA improvements and associated items will be a benefit to the public, and,

WHEREAS, the segments of trail that this agreement applies to are identified in the project plans for Project No.s SP 230-090-003 and SP 018-070-024 which are on file in the offices of both the County and the City, and

WHEREAS, the City has requested authorization to construct portions of the project within the CSAH 48 right-of-way, and

WHEREAS, the County applied for and received Highway Safety Improvement Program (HSIP) funding for Project SP 018-070-024, and

WHEREAS, the City applied for and received Transportation Alternative (TA) funding for project SP 230-090-003, and

WHRERAS, the County and City have agreed that the two projects will be combined into one contract for construction purposes with the City, and

WHEREAS, the City will perform the bidding process and enter into a contract with the successful bidder.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of constructing trail segments adjacent to CSAH 48 from Marohn Road South to Isle Drive, with segments being adjacent to and within the existing right-of-way of CSAH 48. The proposed segments covered by this agreement include from Marohn Road South to Cedardale Lane, the enhanced CSAH 48 crossing at Parkwood Drive, and the segment from Knollwod Drive to Isle Drive. This agreement identifies funding responsibilities and

future responsibilities upon project completion.

II. Duties

A. Design and Construction

The City shall provide all design-engineering services for the Project unless otherwise stated in this agreement. The City shall receive County approval of the design within the CSAH 48 right-of-way prior to advertising the project for bids. The City shall do the calling for all bids and the acceptance of all bid proposals and shall approve of entering into a construction contract. The City shall be responsible for acquiring all permits and approvals necessary to construct the project.

B. Property Acquisition

The City shall be responsible for acquiring property needed for the project, including temporary and permanent easements.

C. Inspection and Approval

The City shall provide construction inspection and staking for the project and approval for acceptance of the work as it is completed. Working with the City, the County shall retain the right to provide final approval on any work performed within the CSAH 48 right-of-way corridor.

III. COSTS

A. TOTAL PROJECT COSTS

The project costs are identified in Attachment A, which includes items, estimated bid amounts, engineering and other soft costs. Of the total project cost shown of $1,813,027, the County cost participation is $253,025. This is the County obligation after the grant awards have been applied. A lump sum payment has been identified as the preferred method of cost obligations. Potential change orders, oversights and/or overruns shall not change the County cost participation amount. The City shall have the right to request post project negotiations of County cost obligations if major unforeseen costs occur. These dollar amounts will be recalculated and used as the lump sum total once a contract has been awarded.

B. CONSTRUCTION COSTS

The City and County will share equally in the benefit of the two grants that have been awarded. Remaining construction costs shall be shared equally between the City and County. The estimated cost for the County is $94,010 and will be recalculated upon award of a contract.

C. ENGINEERING AND RIGHT-OF-WAY COSTS

The City shall be responsible for providing engineering services for the project. The County shall reimburse the City for an amount equal to 18% of the County's total construction costs. The estimated cost for the County is $117,960 and will be recalculated upon award of a contract.

The County shall reimburse the City for 50% of the costs paid to property owners for right-of-way. This does not include costs related to legal fees, appraisals, negotiations, etc. The estimated cost for the County is $35,315.

D. OTHER SOFT COSTS

The County shall reimburse the City for 50% of legal fees related to the right-of-way acquisition process and to purchase credits through the state wetland bank. The estimated cost for the County is $5,739 for these items.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the City pursuant to this Agreement shall be disbursed pursuant to law. The City shall enter into a contract with and make payments to a contractor during the project.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the City in conformity with State law.

VII. ACCOUNTABILITY

An accounting shall be made of all receipts and disbursements upon request by either party.

VIII. TERMINATION

This Agreement may be terminated by either party only for breach of this Agreement or by mutual consent of the parties.

IX. MAINTENANCE

Maintenance of items on the completed project will follow the County Highway Department Cost Participation Policy adopted on 12/31/19. For the proposed Project, maintenance by the City will generally consist of all items associated with the trail, from the CSAH 48 side (generally the east and north side) of the edge of the paved trail to the west and south CSAH 48 right-of-way line. This will include, but not be limited to, the paved trail, associated trail signing, retaining walls, fencing, fallen tree removal, snow removal, storm water structures, culverts, ADA ramps, pedestrian crossings, erosion control and vegetation control.

The County shall remain responsible for the maintenance of the CSAH 48 roadway, roadway signing and vegetation control between the CSAH 48 corridor and the east and north edges of the paved trail. Maintenance between CSAH 48 and the trail, which may be attributable to the trail (erosion, drainage, etc.) will be negotiated between the County and City on a case-by-case basis. The City shall understand that snow removal operations on CSAH 48 have the potential to impact the trail system, and the County will not provide additional services to remove snow from the trail. In extreme situations, the County may be required to push/blow snow from the area between CSAH 48 and the trail, towards the trail, to create room for future snow events. Per the Cost Share Policy referenced above, costs of any impacts to the trail due to a future County project shall be the responsibility of the City.

X. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the Office of the Crow Wing County Highway Department, 16589 CR 142, Brainerd, MN 56401, on behalf of the County, and the City of Baxter, 13190 Memorywood Drive, Baxter, MN 56425 on behalf of the City.

XI. INDEMNIFICATION

The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF CROW WING

By: _____
Timothy Bray
County Engineer

Dated: _____

CITY OF BAXTER

By: _____
Darrel Olson
Mayor

Dated: _____

By: _____
Kelly Steele
Assistant City Administrator/City Clerk

Dated: _____

Attachment A – Estimated Values
CSAH 48 – Marohn Road to Isle Drive Trail
Crow Wing County – City of Baxter Cost Share

Budget Line Item	Current Anticipated Project Costs	City of Baxter	Crow Wing County
Construction Segment 1 (TA Portion) (80% Grant)	$455,619	$227,810	$227,810
Construction Segment 2 (HSIP Portion) (90% Grant)	$667,033	$333,516	$333,516
Construction Segment 1 (TA Portion) (20% Match)	$113,905	$56,952	$56,952
Construction Segment 2 (HSIP Portion) (10% Match)	$74,115	$37,057	$37,057
Construction Total	**$1,310,671**	**$655,335**	**$655,335**
Engineering Segment 1 (TA) (County - 18% of Construction)	$182,609	$131,352	$51,257
Engineering Segment 2(HSIP)(County-18% of Construction)	$237,638	$170,934	$66,703
Engineering Total	**$420,247**	**$302,286**	**$117,960**
ROW Acquisition Segment 1 (TA Portion)	$62,430	$31,215	$31,215
ROW Acquisition Segment 2 (HSIP Portion)	$8,200	$4,100	$4,100
ROW Acquisition Total	**$70,630**	**$35,315**	**$35,315**
City Legal Segment 1 (TA Portion)	$5,000	$2,500	$2,500
City Legal Segment 2 (HSIP Portion)	$5,000	$2,500	$2,500
City Legal	**$10,000**	**$5,000**	**$5,000**
Wetland Bank Credit	**$1,479**	**$739**	**$739**
Total Project Cost	**$1,813,027**	**$998,677**	**$814,351**
Project Funding Group	Projected Funding	City of Baxter	Crow Wing County
TA Grant (Segment 1)	$455,619	$227,810	$227,810
HSIP Grant (Segment 2)	$667,033	$333,516	$333,516
Crow Wing County Funds	$253,025		$253,025
City of Baxter Funds	$437,351	$437,351	
Total Project Funding	**$1,813,027**	**$998,677**	**$814,351**

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Land Services	Tom Strack
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: 9:05 Public Hearing, Reclassification and Intended Sale of Tax Forfeited Lands

PREVIOUS ACTION:

COMMENTS:

- Land Services routinely acquires property to more efficiently and effectively manage public land holdings and in turn divest properties that are better suited in private ownership.
- Per the Land Asset Management Policy, Land Services has identified numerous parcels that meet the criteria for divestment. To meet criteria for divestment according to the Land Asset Management Policy, a parcel cannot contain any recreational trails and must meet one of the following criteria: Private parcels adjoin the property The parcel is not accessible to the public. The parcel is surrounded by private property. The parcel is isolated from other County managed lands.
- Once a parcel has been identified for divestment, Minnesota Statue requires the County to notify the city or town board of the intended sale and reclassification of the property from Conservation to Non-Conservation.
- Letters were sent to Cities/Townships on 1/14/2026, 3/11/2026 and 4/16/2026 seeking approval to sell tax forfeited parcels. Cities/Townships denied the sale of 6 parcels.
- Letters were also sent to the Minnesota Department of Natural Resources (DNR), as required by statute on 10/31/2018, 5/7/25, 2/26/2025 and 3/26/2026 seeking approval to sell tax forfeited parcels. All parcels were approved by MN DNR.
- The 6 parcels that were approved for sale by the DNR but denied for sale by Cities/Townships in 2026 are as follows: 2 parcels within the City of Riverton: PID 30200501 & 30200500 2 parcels within the City of Emily: PID 21320543 & 21330599 2 parcels within the City of Fifty Lakes: PID 22320524 & 22320527.
- If a City or Township denies the reclassification, Per MN Statute 282.01 subd. 1(h), a public hearing must be held to allow testimony from the Cities and Townships. After allowing testimony from the Cities and Townships, the County Board may classify, reclassify, or delay taking action on any of these parcels.

RECOMMENDED BOARD ACTION:
Hold a Public Hearing regarding the reclassification and intended sale of tax forfeited lands.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Land Services	Jessica Shea
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Classify TF Parcels, Remove Parcels from Memorial Forest Designation and Over the Counter List, Approve 2026 Final TF Land Sale

PREVIOUS ACTION:

COMMENTS:
- See list attached for the 2026 Final Tax Forfeited Land Sale
- All parcels have received approval, or approval has been requested by the corresponding City and Township entity.
- All parcels have received approval, or approval has been requested from the MN DNR.
- Tracts may be withdrawn from sale at any time up until sale.

RECOMMENDED BOARD ACTION:
To approve classifying / re-classifying tax forfeited parcels on the attached list for the 2026 final public auction as non-conservation status and removing any parcels listed from their Memorial Forest designations. Further, authorize approving all tracts and corresponding values as shown on the 2026 Final Tax Forfeited Land Sale List. Further, authorize the County Land Services Director to set the date and time for the Public Sale to commence at 9:00 am on August 14th, 2026, and end at 7 pm August 24th, 2026.

Approximate length of presentation:

2026 Tax Forfeited Lands Proposed Auction Tracts

CITY OF BRAINERD

Description	Approx. Lot Size (acres)	RE Code(s)	Appraised Value	Specials	Starting Bid Price	Remarks
LUM AND KOOPS ADDITION TO THE CITY OF BRAINERD, Lot 5, Block 1	0.96	41241606	$33,300.00		$33,300.00	

CITY OF CROSBY

Description	Approx. Lot Size (acres)	RE Code(s)	Appraised Value	Specials	Starting Bid Price	Remarks
GOVT LOT 2, SEC 2, TWP 46, RNG 29	38.84	11020538	$117,300.00		$117,300.00	
LAKE VIEW ADDITION TO CROSBY, LOT 11 & N1/2 OF LOT 12, BLOCK 5	0.11	**TRACT:** 11112514 & 11112513	$11,600.00		$11,600.00	

CTIY OF CROSSLAKE

Description	Approx. Lot Size (acres)	RE Code(s)	Appraised Value	Specials	Starting Bid Price	Remarks
GOV LOT 2, SEC 1, TWP 137, RNG 27	57.80	14010518	$228,600.00		$228,600.00	
NW1/4 OF NE1/4, SEC 22 , TWP 137, RNG 27	39.33	14220519	$58,700.00		$58,700.00	

CITY OF CUYUNA

Description	Approx. Lot Size (acres)	RE Code(s)	Appraised Value	Specials	Starting Bid Price	Remarks
POLEYS FIRST ADDITION TO CUYUNA, LOT 28, BLOCK 8	0.07	19310571	$5,100.00		$5,100.00	

CITY OF EMILY

Description	Approx. Lot Size (acres)	RE Code(s)	Appraised Value	Specials	Starting Bid Price	Remarks
NE1/4 OF SE1/4 SEC 32 TWP 138 RNG 26	39.94	21320543	$161,300.00		$161,300.00	
PINEHURST, PART OF OUTLOT A PINEHURST DESC. THAT PART OF OUTLOT A BETWEEN DAHLER LAKE AND LOT 101	0.20	21330542	$34,800.00		$34,800.00	No current or pending City special assessments
SW1/4 OF SW1/4 SEC 33 TWP 138 RNG 26	38.10	21330599	$535,700.00		$535,700.00	

CITY OF FIFTY LAKES

Description	Approx. Lot Size (acres)	RE Code(s)	Appraised Value	Specials	Starting Bid Price	Remarks
The Northwest Quarter of the Southeast Quarter, AND the Northeast Quarter of the Southwest Quarter, AND that part of the Northwest Quarter of the Southwest Quarter lying easterly of Daggett Brook, all in Section 13, Township 138 North, Range 27 West, Crow Wing County, Minnesota.	**91.8**	**TRACT:** Portion of 22130538 East of Daggett Brook, 22130562, 22130563	$279,500.00		$279,500.00	
That part of the Northeast Quarter of the Southeast Quarter of Section 14, Township 138 North, Range 27 West, Crow Wing County, Minnesota, lying southerly of the centerline of West Eagle Lake Road. EXCEPT That portion of the Northeast Quarter of the Southeast Quarter of Section 14, Township 138 North, Range 27 West, Crow Wing County, Minnesota, as conveyed to Steven L. and Mary T. Dornsbach in Document Number 437912 as recorded in the Crow Wing County Recorder's Office.	**6.66**	**TRACT:** Portion of 22140516 Southwesterly of W. Eagle Lake Rd	$30,000.00		$30,000.00	**ONLY selling the portion of the parcel that is Southwesterly of W. Eagle Lake Rd.**
Part OF GL 2, Sec 15, Twp 138, Rng 27; DESC: COMM AT NE COR OF SD LOT 2 & CONSIDERING DIR OF E LINE OF SD LOT 2 AS DUE N-S; THENCE S 82D 8' W 687 FT TO SHORE OF KEGO LAKE, THE POB; THENCE N 82D 8' E 687 FT TO NE COR OF SD LOT 2; THEN S 635 FT ALG E LINE OF SD LOT 2; THEN N 88D 41' W 561.7 FT TO SHORE OF KEGO LAKE; THEN N'LY ALG SD SHORE TO POB.	**8.05**	22150533	$441,600.00		$441,600.00	
GOV. LOT 6, SEC 22, TWP 138, RNG 27	**0.09**	22220620	$15,400.00		$15,400.00	
The East Half of the Southeast Quarter of Section 32 AND the Southwest Quarter of Section 33, all in Township 138, Range 27	**238.8**	**TRACT:** 22320524, 22320527, 22330504, 22330505, 22330506, 22330507	$794,100.00		$794,100.00	

CITY OF NISSWA						
Description	**Approx. Lot Size (acres)**	**RE Code(s)**	**Appraised Value**	**Specials**	**Starting Bid Price**	**Remarks**
LAKEWOOD PARK, SOUTHERLY 15 FEET OF LOT 4	0.09	28120636	$20,900.00		$20,900.00	
CITY OF RIVERTON						
Description	**Approx. Lot Size (acres)**	**RE Code(s)**	**Appraised Value**	**Specials**	**Starting Bid Price**	**Remarks**
NW1/4 OF NW1/4, EXCEPT N 972 FT THEREOF AND GL 2 (W1/2 OF NW1/4), SEC 20, TWP 46, RNG 29	50.60	**TRACT:** 30200500, 30200501	$206,700.00		$206,700.00	
FAIRFIELD TOWNSHIP						
Description	**Approx. Lot Size (acres)**	**RE Code(s)**	**Appraised Value**	**Specials**	**Starting Bid Price**	**Remarks**
That part of Government Lot 2, Section 31, Township 137 North, Range 26 West, Crow Wing County, Minnesota, lying southerly of the westerly extension of the south line of the North 300.00 feet of the Southeast Quarter of the Northwest Quarter of said Section 31.	2.96	**TRACT:** Portion of 60310540 lying South of Bass Lake	$29,600.00		$29,600.00	ONLY selling south portion of the parcel - consists of 2.92 acres. Approx. 1.1 acres is high ground and 1.82 acres is low ground. Zoned SD. Approx 855 feet of frontage on Bass Lake. No access.
GARRISON TOWNSHIP						
Description	**Approx. Lot Size (acres)**	**RE Code(s)**	**Appraised Value**	**Specials**	**Starting Bid Price**	**Remarks**
PORT MILLE LACS JUNCTION, LOT 10, BLOCK 4	0.23	67310553	$5,900.00		$5,900.00	Recording fees are $86
LITTLE PINE TOWNSHIP						
Description	**Approx. Lot Size (acres)**	**RE Code(s)**	**Appraised Value**	**Specials**	**Starting Bid Price**	**Remarks**
NE1/4 OF NW1/4, SEC 15, TWP 138, RNG 25	40.08	74150522	$30,400.00		$30,400.00	
NE1/4 OF NE1/4, SEC 16, TWP 138, RNG 25	39.86	74160517	$116,100.00		$116,100.00	
MISSION TOWNSHIP						
Description	**Approx. Lot Size (acres)**	**RE Code(s)**	**Appraised Value**	**Specials**	**Starting Bid Price**	**Remarks**
That part of Government Lot 2, Section 27, Township 136 North, Range 27 West, Crow Wing County, Minnesota, which lies southerly of the existing centerline of County Road 109. Except the West 700.00 feet of said Government Lot 2.And Also except that part of Government Lot 2 included in Document 283279, as recorded in the Office of the Registrar of Titles, Crow Wing County, Minnesota.	6.46	77270512	$107,900.00		$107,900.00	
NOKAY LAKE TOWNSHIP						
Description	**Approx. Lot Size (acres)**	**RE Code(s)**	**Appraised Value**	**Specials**	**Starting Bid Price**	**Remarks**
WEST 66 FT OF GOV. LOT 1 OF SEC 17, AND SE1/4 OF NE1/4 & THE S1/2 OF NE1/4 OF NE1/4 OF SEC 18, ALL IN TWP 45, RNG 29.	64.06	**TRACT:** 78180527, 78180524, & 78170509	$111,300.00		$111,300.00	

PERRY LAKE TOWNSHIP						
Description	**Approx. Lot Size (acres)**	**RE Code(s)**	**Appraised Value**	**Specials**	**Starting Bid Price**	**Remarks**
NE1/4 OF SE1/4 OF SEC 6 AND THE SW1/4 OF SW1/4 & NW1/4 OF SW1/4 & NE1/4 OF SW1/4 OF SEC 5, TWP 136, RNG 26	154.81	85060512	$178,000.00		$178,000.00	
E1/2 OF E1/2 OF NE1/4 OF NE1/4, SEC 15, TWP 136, RNG 26	9.91	85150529	$24,300.00		$24,300.00	Approx. 0.5 acre is high, 9.5 acres is low.
Government Lot 6 and the Southeast Quarter of the Southwest Quarter all being located in Section 6, Township 136 North, Range 26 West; AND That part of Government Lot 2 , the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter, all being located Section 7, Township 136 North, Range 26 West, lying northerly of the Little Pine River.	147.60	**TRACT:** Those parts of PIDs 85060514, 85070510, 85070511, 85070514, 85070513, 85070512 & 85070515 Lying Northerly of the Little Pine River	$422,800.00		$422,800.00	
That part of Government Lot 2 and the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter all being located Section 7, Township 136 North, Range 26 West, lying northerly of the Little Pine River.	83.24	**TRACT:** Those parts of PIDs 85070510, 85070511, 85070513 & 85070514 lying Northerly of the Little Pine River	$259,000.00		$259,000.00	
PLATTE LAKE TOWNSHIP						
Description	**Approx. Lot Size (acres)**	**RE Code(s)**	**Appraised Value**	**Specials**	**Starting Bid Price**	**Remarks**
SE1/4 OF THE SW1/4 AND THE SW1/4 OF THE SW1/4, SEC 34, TWP 46, RNG 29	80	**TRACT:** 86340505 & 86340506	$139,500.00		$139,500.00	
GOV LOT 4, SEC 36, TWP 46, RNG 29	39.08	86360530	$35,800.00		$35,800.00	
ROOSEVELT TOWNSHIP						
Description	**Approx. Lot**	**RE Code(s)**	**Appraised Value**	**Specials**	**Starting Bid**	**Remarks**
WAPASHAW BEACH, LOTS 23, 24, & 25	0.60	**TRACT:** 88320709, 88320710, 88320711	$30,700.00		$30,700.00	
ROSS LAKE TOWNSHIP						
Description	**Approx. Lot Size (acres)**	**RE Code(s)**	**Appraised Value**	**Specials**	**Starting Bid Price**	**Remarks**
NW1/4 OF SW1/4, SEC 9, TWP 137, RNG 25	39.43	89090506	$44,700.00		$44,700.00	
WOLFORD TOWNSHIP						
Description	**Approx. Lot Size (acres)**	**RE Code(s)**	**Appraised Value**	**Specials**	**Starting Bid Price**	**Remarks**
SE1/4 OF NW1/4, SEC 35, TWP 47, RNG 29	40	95350549	$130,700.00		$130,700.00	
FIRST ASSESSMENT UNORGANIZED TERRITORY						
Description	**Approx. Lot Size (acres)**	**RE Code(s)**	**Appraised Value**	**Specials**	**Starting Bid Price**	**Remarks**
ALL THAT PART OF E. 1/2 OF SW1/4 OF NW1/4 LYING S. OF GULL RIVER SEC 22, TWP 134, RNG 29	1.24	99220513	$9,500.00		$9,500.00	
GOV LOT 2, SEC 35, TWP 134, RNG 29	39.5	99350582	$96,700.00		$96,700.00	

**** Deeds for unplatted parcel(s) will contain a restrictive covenant which will prohibit enrollment of the land in a state funded program providing compensation for conservation of marginal land or wetlands.***

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Land Services	Jessica Shea
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: 2026 Classification and Sale of Lands Forfeited to the State for Non-payment of Taxes

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

To approve Resolution (attached): 2026 Classification and Sale of Lands Forfeited to the State for Non-Payment of Taxes

Approximate length of presentation:

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: **Resolution:**
OFFERED BY COMMISSIONERS: and
AYES: NAYS:

2026 CLASSIFICATION AND SALE OF LANDS FORFEITED TO THE STATE FOR NON-PAYMENT OF TAXES

WHEREAS, Minnesota Statutes Chapter 282 provides for the classification and sale of lands forfeited to the State for non-payment of taxes, and

WHEREAS, the approved 2026 Final Tax Forfeited Land Sale List includes lands classified as non-conservation and current appraised values of these lands to be sold at public auction.

NOW THEREFORE, BE IT RESOLVED the Board of Commissioners of Crow Wing County, Minnesota does authorize pursuant to Minn. Stat. § 282.01 that such lands be sold for not less than the appraised value at public sale to be held August 14th through August 24th via the Crow Wing County Website.

BE IT FURTHER RESOLVED the Board of Commissioners of Crow Wing County, Minnesota authorizes the following terms for sales of forfeited lands: Purchasers are required to pay for the property in full at the time of sale. This includes the full purchase price, 3% of the total sale price pursuant to Minn. Stat. § 284.28, a $25.00 transaction fee, a $25 deed fee, applicable recording fees, and a 5% buyer's premium. All land sales are sold as is, without warranties, guarantees (express or implied), or representation of any kind. Crow Wing County makes no representations, warranties, or guarantees with respect to access to state tax forfeited lands sold. However, all land sales are still subject to any/all existing easements(s) of record and right(s)-of-way, and Minn. Stat. § 284.20. All lot sizes and acreage are approximate. A complete list of sale terms is on file in the County Land Services Office for public inspection.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ***ss***

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on < >, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this <X day of X, 20XX>.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Community Services	Tami Lueck and Troy Schilling
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Out of State Travel Request: National Conference on Correctional Health Care

PREVIOUS ACTION:

COMMENTS:

Request approval to send jail mental health staff member to attend the National Conference on Correctional Health Care (NCCHC) from October 25–28, 2026, in Las Vegas, Nevada. This conference is the leading national training event focused on correctional mental health, re-entry services, and best practices for supporting individuals involved in the criminal justice system.

Estimated Costs

- Registration: $625
- Hotel and Meals: $225 per night for 3 nights ($675 total)
- Airfare: $400
- **Total Estimated Cost: $1,700**

The Sheriff's Office and Community Services will utilize existing training budgets to cover these expenses. The Sheriff's Office will fund the conference registration, and Community Services will cover hotel, meals, and airfare.

Justification
Minnesota does not offer conferences specifically focused on re-entry services or correctional mental health, which limits access to specialized training in these areas. Attending the NCCHC Conference will provide our mental health staff with current, evidence-based practices and expand our knowledge of effective strategies for working with individuals in correctional settings.

This conference offers valuable opportunities to learn from national experts, engage with professionals across the country, and explore emerging trends directly impacting our population in Crow Wing County. The information, tools, and partnerships gained will be brought back to strengthen our internal programs and shared with other jail social workers in our region.

Investing in this training supports staff development while directly enhancing the effectiveness and growth of our services and improving outcomes for the individuals we serve.

Further Information National Conference on Correctional Health Care 2026

RECOMMENDED BOARD ACTION:
Authorize the jail Mental Health Social Worker to attend the National Conference on Correctional Health Care to be held October 24th-28th, 2026 in Las Vegas, Nevada expenses to be paid by Community Services and Sheriff's Office training budget.

Approximate length of presentation:



Thank you to our cohosts: City of Las Vegas Dept. of Public Safety, Clark County Detention Center, and Washoe County Detention Facility



50 Years of Impact.
Five Days That Change How You Work.



(https://assets.swoogo.com/uploads/7213884-6a453b609b85e.pdf)

Download the Preliminary Program (https://assets.swoogo.com/uploads/7213884-6a453b609b85e.pdf)

Join us at Paris Las Vegas for the 50th National Conference on Correctional Health Care!

Solve real challenges in **mental health care, chronic disease management, substance use treatment, and patient safety —** with people who do this work every day.

You'll:

- Get **practical strategies** to improve care in jails and prisons
- Learn **what's working right now** in correctional health systems nationwide
- Strengthen your approach to **risk, compliance, and quality standards**
- Build **connections you can rely on long after the conference**

Do better work. Deliver better care. Improve outcomes.

Be in the room.



Who Should Attend

This is where correctional health professionals come to learn from each other — and leave better at the work. You should attend if you are a:

- **Physician, nurse, or advanced practice provider**
- **Mental health professional**
- **Health services administrator or clinical leader**
- **Quality improvement, risk, or compliance professional**

- **Public health or infectious disease specialist**
- **Substance use treatment provider**
- **Correctional leader or partner**
- **Policy, legal, or oversight professional**

113	19	57	44
DAYS	HOURS	MINS	SECS

Whether you're looking to learn, connect, or grow, you'll find it here. The National Conference on Correctional Health Care brings together every discipline in the field—with sessions, conversations, and insights that help you improve outcomes.



An early NCCHC conference—are any of these haircuts cool again?

Learn from leaders with practical experience in health care delivery in jails, prisons, and juvenile facilities.

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National Commission on Correctional Health Care
1145 W. Diversey, Chicago IL 60614
info@ncchc.org (mailto:info@ncchc.org?Subject=) 773-880-1460

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

PCBOA	Chris Pence
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Malinowski – Land Use Map Amendment

PREVIOUS ACTION:

June 18, 2025 - The Planning Commission/Board of Adjustment made a motion to recommend approval of the following land use map amendment: Parcel number 60320512 from Agricultural/Forestry to Rural Residential 10, involving 38 acres.

COMMENTS:

Township recommended denial on 5/04/2026

No other comments received.

Legal Description: NW ¼ of NW ¼

Section 3 Township 43 Range 31

St. Mathias Township

PID 90030510

RECOMMENDED BOARD ACTION:

Approve the application of Malinowski for a land use map amendment for parcel numbers 75120507, 75120506 from Agricultural/ Forestry to Rural Residential 10, involving 80 acres, per recommendation of the PC/BOA, findings of fact discussed 10/16/2025, the application submitted and the staff report.

Approximate length of presentation: 5 Minutes

Property Owner: Daniel Malinowski

Parcel Number: 90030510

Township: St. Mathias

Legal Description: NW ¼ of NW ¼
Section 3 Township 43 Range 31

Development Review Team Meeting: 5/11/2026
Application Submitted: 5/11/2026
60 Day Action Deadline: 7/10/2026
60 Day Waiver: 9/08/2026
County Board Meeting: 7/14/2026

Land Use District: Agricultural/Forestry

Adjacent Land Use:
North: Crow Wing Township - Agricultural/Forestry
South: Agricultural/Forestry
East: Agricultural/Forestry
West: Agricultural/Forestry & Shoreland District

Request:
Land Use Map Amendment:

- Agricultural/Forestry to Rural Residential 10

Potential Conditions

- None

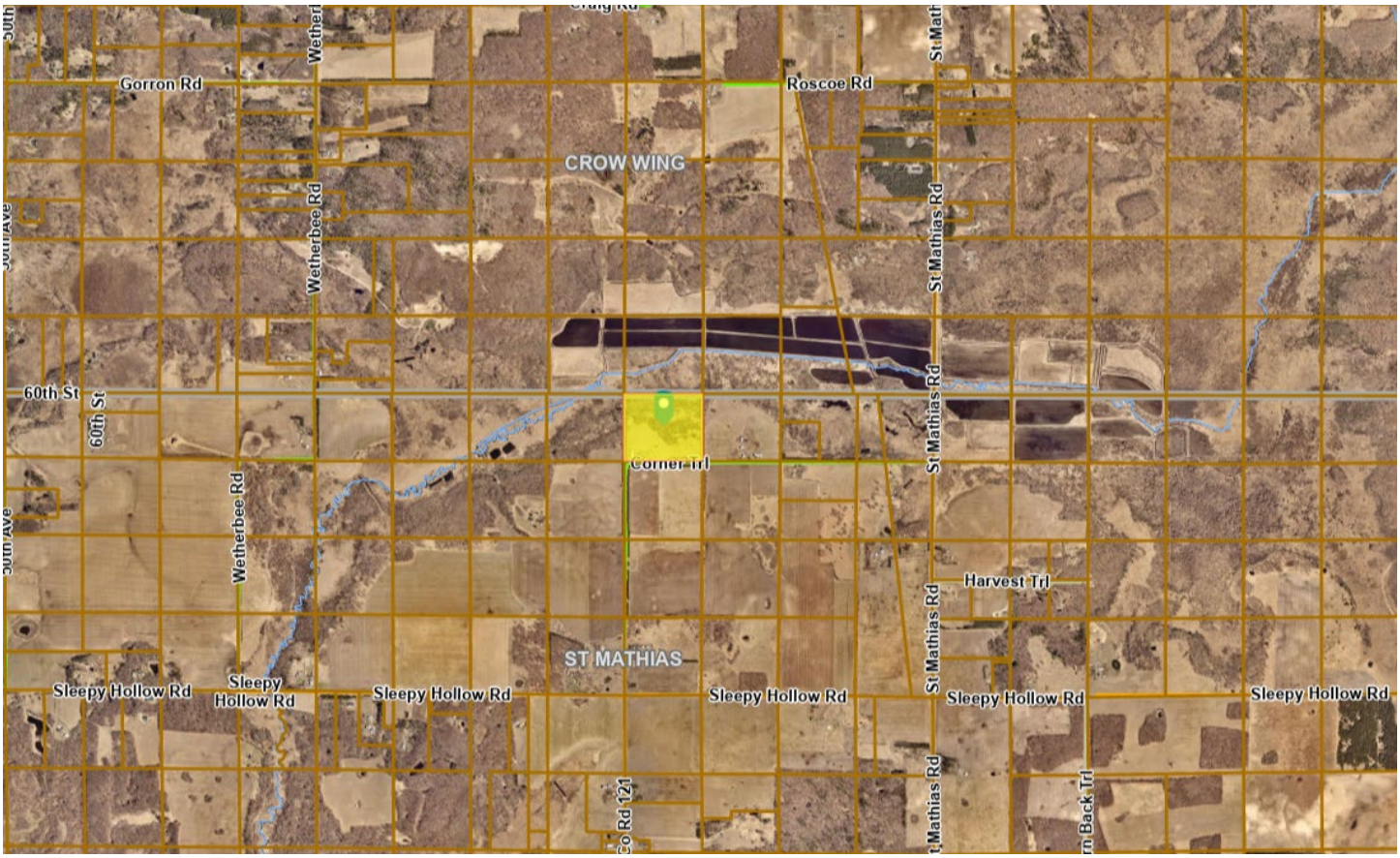
Permit History:

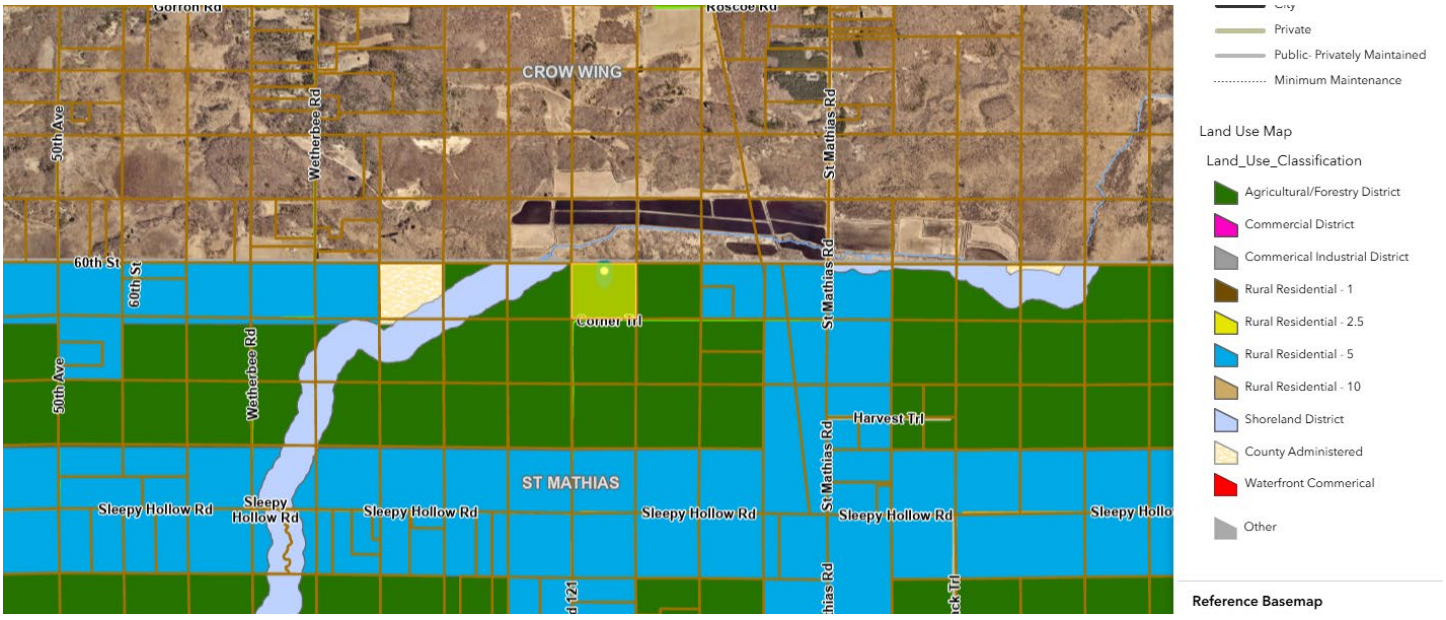
- 5/08/2003 – Land use permit to place/construct Marshfield home & attached garage with breezeway 100x28, 14x24 addition, 14x14 deck, 36x75 pole shed and septic system
- 8/14/2003 – Sewer certificate
- 8/03/2012 – Compliance inspection
- 8/10/2012 – Land use permit for 36x40 AG structure

Agencies Notified and Responses Received:
SWCD: No comment received as of 6/11/2026
St. Mathias Township: Recommendation received 5/04/2026

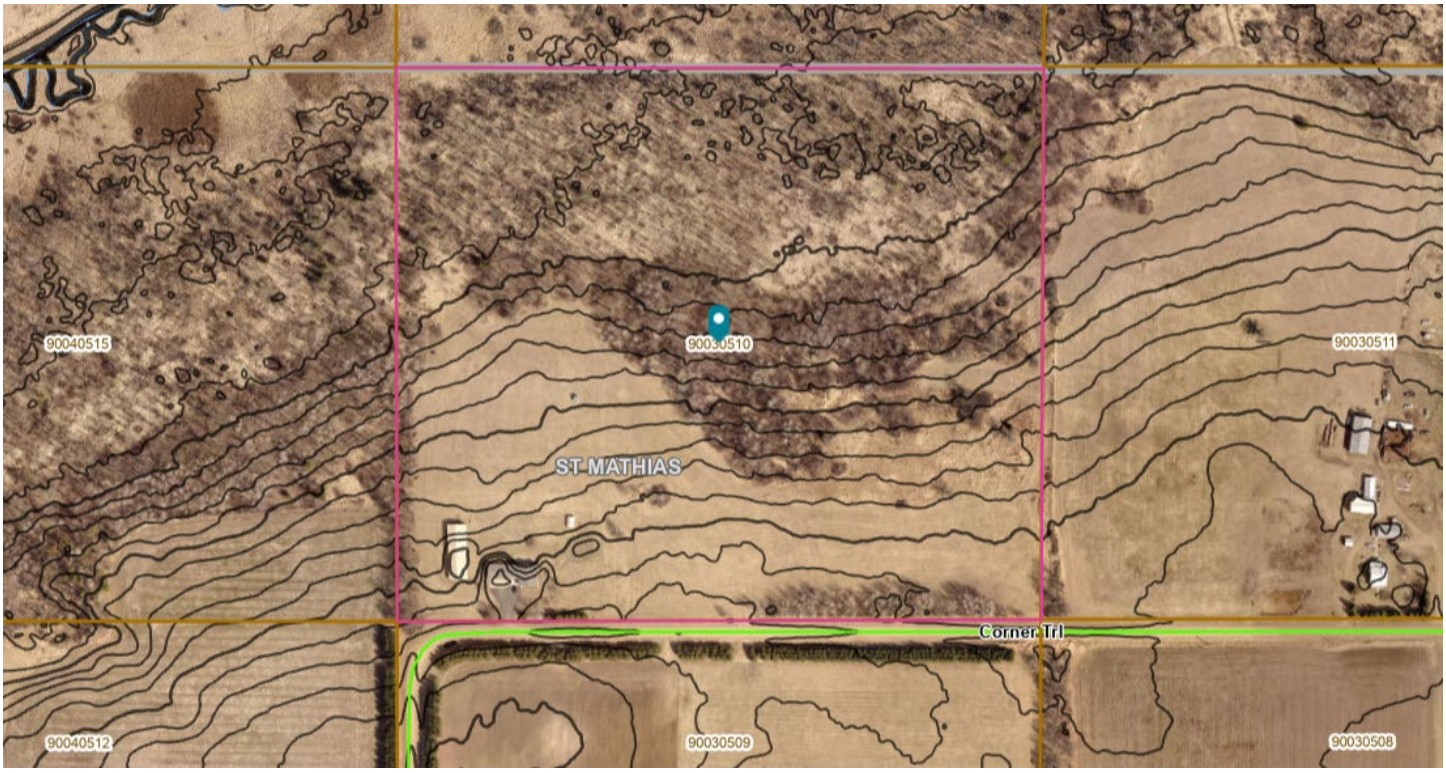
Public Hearing notifications:
Mailing notification sent on 6/05/2026 to owners in a ½ mile radius of parcel.
Published in the Brainerd Dispatch on 6/06/2026

Per findings of fact discussed 6/18/2026, the application submitted 5/11/2026, the staff report, public testimony; Located in St. Mathias township, Crow Wing County, Minnesota


Gorron Rd
Roscoe Rd
CROW WING
Wetherbee Rd
St Mathias Rd
60th St
Corner Trl
Harvest Trl
ST MATHIAS
Sleepy Hollow Rd
Co Rd 121

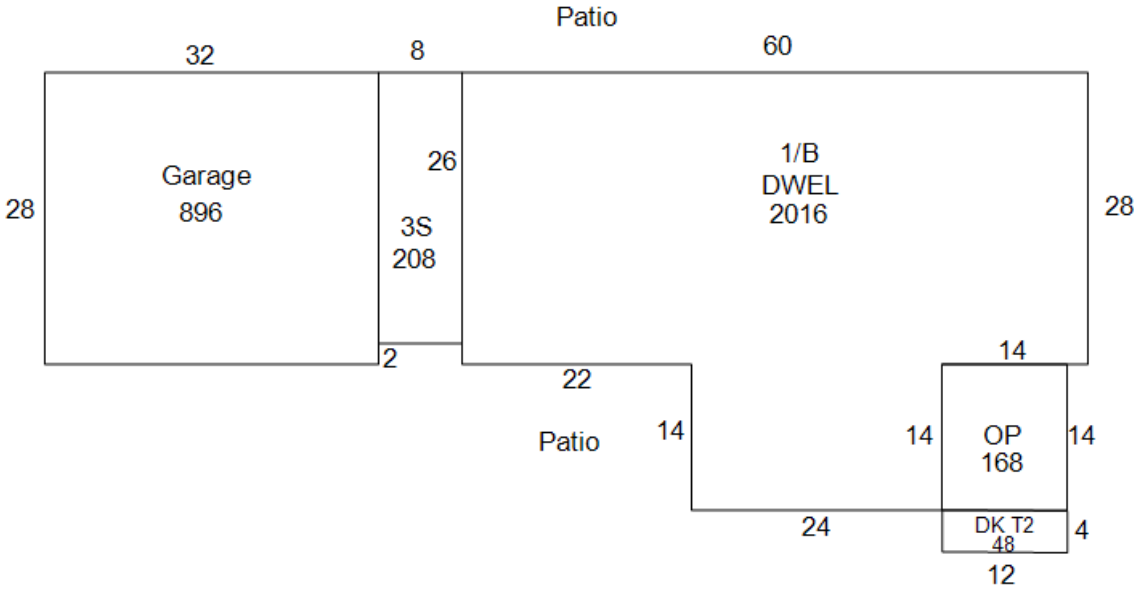

CROW WING
60th Ave
Wetherbee Rd
St Mathias Rd
60th St
Corner Trl
Harvest Trl
ST MATHIAS
Sleepy Hollow Rd
Private
Public- Privately Maintained
Minimum Maintenance
Land Use Map
Land_Use_Classification
Agricultural/Forestry District
Commercial District
Commerical Industrial District
Rural Residential - 1
Rural Residential - 2.5
Rural Residential - 5
Rural Residential - 10
Shoreland District
County Administered
Waterfront Commerical
Other
Reference Basemap


CROW WING
90040515
90030510
90030511
ST MATHIAS
Corner Trl
90040512
90030509
90030508


90040515
90030510
90030511
ST MATHIAS
Corner Trl
90040512
90030509
90030508






Patio
32
8
60
Garage
896
26
3S
208
1/B
DWEL
2016
28
28
2
14
22
Patio
14
14
OP
168
14
24
DK T2
48
4
12







DEVELOPMENT REVIEW TEAM (DRT) MEETING MINUTES

Meeting Date: May 11, 2026
Meeting Time: 12:30 PM

Attendees

• **Nicholette Dunlap** – Senior Environmental Specialist
• **Stacy Westhoff** – Planning Coordinator
• **Chris Pence** – Environmental Services Manager
• **Sandra** – Tax Specialist
• **Ron Malinowski** – Property Owner
• **Faye Malinowski** – Spouse/Owner
• **Andrew Malinowski** – Family – Wanting to purchase
• **Kimberly Malinowski-Larson** – Family/Owner
• **Jim Guida** – St. Mathias Township Supervisor

Project Information

Property / PID: St. Mathias Township; 90030510

Zoning District: Agricultural/Forestry District

Proposed Request:
A Land Use Map Amendment (rezoning) from Agricultural (AG) to Rural Residential (RR-5 or RR-10) to allow the property to be subdivided into two approximately 17-acre parcels.

Project Overview

• Property currently totals 34.93 acres, slightly below the AG minimum lot size of 35 acres.
• Applicant family wishes to split the parcel in half to create two lots of roughly 17 acres each.
• Rezoning is required because agricultural zoning prohibits subdivision below 35 acres.
• Township has already reviewed the preliminary request and provided comments opposing rezoning to smaller lots, recommending no lots smaller than 15 acres.

Key Discussion Points

Zoning Requirements & Map Layout

• AG zoning requires 35 acres minimum for subdivision.
• Rezoning options discussed:
– RR-5 (minimum 5 acres)

– RR-10 (minimum 10 acres)
• Staff recommended RR-10 because:
– Surrounding zoning does not support small-lot development.
– Rezoning to RR-5 would likely be considered spot zoning, which the Planning Commission seeks to avoid.

Township Input

• St. Mathias Township submitted a written statement recommending denial of smaller lots but stating they could support splits not less than 15 acres.
• Township emphasized maintaining rural character per the township's comprehensive plan.

Comprehensive Plan Considerations

• County plan encourages AG preservation, with residential clustering nearer to main corridors (St. Matthias, Sleepy Hollow).
• This property sits in a transition area but is not within a zone intended for small residential lots.
• Staff expressed the request is "50/50"—neither clearly approvable nor clearly deniable—depending on how the board interprets comp plan, township input, and public comments.

Tax Classification & Homestead Requirements

Sandra (Tax Specialist) clarified:
• Zoning does NOT determine tax classification—property taxes are based on use.
• To retain agricultural homestead classification:
– Must have at least 10 acres in production (crop/hay/livestock), OR
– Must rent the land and file a Schedule F farm income.
• After splitting, the parcel without a house becomes rural vacant land, taxed at 1% instead of agricultural homestead (0.5%).
• A new house must be built before that parcel can homestead again.
• Applicant indicated ongoing haying occurs, but selling hay may be required.

Subdivision Process Clarification

• Applicant may apply for rezoning despite township opposition.
• County Planning Commission considers:
– Comprehensive Plan
– Township recommendation
– Neighbor/public comments
• Final approval is from the County Board.

Family Ownership & Legal Issues

• Applicant revealed the land ownership is fractional (eighth or sixteenth interests) due to inheritance.
• Staff recommended a legal consultation to ensure transfer intentions are properly documented (i.e., transfer-on-death deed, probate avoidance).

Required Submittals

☐ Completed Land Use Map Amendment application
☐ $700 application fee
☐ Site Plan (simple) showing property boundaries and proposed split
☐ Legal descriptions of proposed parcels

Important Dates

• Application Deadline: May 20
• Planning Commission Hearing: June 18
• County Board Final Decision: July 14

CROW WING COUNTY MINNESOTA

TOWNSHIP RECOMMENDATION FORM

On May 4 2026, the Town Board of St. Mathias Township

Discussed with _____, the request to

Malinowski Split of Parcel # 90030510

After reviewing the request, the Town Board

_____ RECOMMENDS APPROVAL

State Reason(s) Why: _____

_____

_____

X RECOMMENDS DENIAL

State Reason(s) Why: Board would recommend a 1/2 split so ~~[illegible]~~ no less than 15 acre lots would support our comp plan of maintaining agriculture rural character.

Signed:

Township Supervisor

Township Supervisor

Township Supervisor

Township Clerk

Updated for 2025

LUMA - 90030510 - Malinowski - Saved

Application

Application Summary | LUMA | Invoice | Timeline | Documents | Follow Up | Related

Primary Parcel number (PIN) *	90030510

Parcel number *	90030510
Owner name	MALINOWSKI, DANIEL RONA...
Physical address	5785 CORNER TRL
Physical city	FORT RIPLEY
Physical zip	56449
Township	ST MATHIAS TOWNSHIP

Shoreland District	No
Shoreland Protection Zone	No
Riparian	No
Within 500ft of the Mississippi	No
Lake/River	
Deeded acres	34.93
Zoning	AGF

Owner Information

Name *	MALINOWSKI, DANIEL RONALD (1...	Mailing Street 1 *	---
Phone Number *	[redacted]	Mailing Street 2	---
Email *	[redacted]	Mailing City *	---
		Mailing State *	---
		Mailing Zip code *	---

Application Type	Land Use Map Amendment (LUMA)

Applicant Information

Applicant *	Ronald Malinowski
Is Applicant the Property owner *	I am the owner listed on the property deed.
Authorized Agent Name	---
Public Hearing Agent Type	---
Contractor License Number	---
Email	---
Phone	---
Assisted at Counter	No
Customer Service Rep	
Application Submit Date	5/11/2026

Project Specifics

Current Land Use District	Agricultural/Forestry District
Proposed Land Use District	Rural Residential 10
How is the property accessed	Public Road

Findings of Fact

Is the reclassification in accordance with the County's Comprehensive Plan? Why?	Yes
Is the reclassification warranted due to changed land use circumstances or a need for additional property in the proposed land use district? Why?	Yes, My grandson would like to purchase some of the family farm.
Is the subject property suitable for development in general conformance with land use standards under the proposed land use district classification? Why?	Yes
Will the reclassification be detrimental to uses or property in the immediate vicinity of the subject property? Why?	No, The reclassification will be consistent with the surrounding area uses.
Does the reclassification promote the health, safety, and general welfare of the public? Why?	Yes, The reclassification will not change how the land is used.

CROW WING COUNTY STAFF PRELIMINARY FINDINGS OF FACT SUPPORTING/DENYING A LAND USE MAP AMENDMENT

Name of Applicant: Daniel Malinowski Date: June 18, 2026

PID: 90030510

FINDINGS OF FACT:

1. ***Is the reclassification in accordance with the County's Comprehensive Plan?***
   Yes ☒ ***No*** ☐ ***Why or why not?***

   - Goal 1: Plan a balanced approach to meet housing needs by increasing densities.
     - Policy 3: Plan for smaller rural residential lots in areas served by existing roads but unlikely to be served by public sewer and water to support more affordable rural development.

2. ***Is the reclassification warranted due to changed land use circumstances or a need for additional property in the proposed land use district?***
   Yes ☒ ***No*** ☐ ***Why or why not?***

   - The present land use is Agricultural/Forestry, and the proposed land use will be Rural Residential 10; the properties to the North are within Crow Wing Township and are zoned Agricultural/Forestry, to the east properties are zoned Agricultural/Forestry and Rural Residential 5, to the West and South the properties are zoned Agricultural/Forestry.
   - This allows the property owner to subdivide their property and create parcels that are similar in size within the area.

3. ***Is the subject property suitable for development in general conformance with land use standards under the proposed land use district classification?***
   Yes ☒ ***No*** ☐ ***Why or why not?***

   - The property will meet all of the lot size requirements for Rural Residential 10 zoning as stated in Table 14.1 of the Land Use Ordinance.
   - The present land use is Agricultural/Forestry, and the proposed land use will be Rural Residential 10; the properties to the North are within Crow Wing Township and are zoned Agricultural/Forestry, to the East properties are zoned Agricultural/Forestry and Rural Residential 5, to the West and South the properties are zoned Agricultural/Forestry.

4. ***Will the reclassification be detrimental to uses or property in the immediate vicinity of the subject property?***
   Yes ☐ ***No*** ☒ ***Why or why not?***

   - The present land use is Agricultural/Forestry, and the proposed land use will be Rural Residential 10; the properties to the North are within Crow Wing Township and are zoned Agricultural/Forestry, to the East properties are zoned Agricultural/Forestry and Rural Residential 5, to the West and South the properties are zoned Agricultural/Forestry.
   - The applicant's proposal is to create two 15-acre parcels if the Land Use Map amendment is approved. There are similar sized parcels to the east of this property.

5. ***Does the reclassification promote the health, safety, and general welfare of the public?***
Yes ☒ ***No*** ☐ ***Why or why not?***

- The present land use is Agricultural/Forestry, and the proposed land use will be Rural Residential 10; the properties to the North are within Crow Wing Township and are zoned Agricultural/Forestry, to the East properties are zoned Agricultural/Forestry and Rural Residential 5, to the West and South the properties are zoned Agricultural/Forestry.
- The applicant's proposal is to create two 15-acre parcels if the Land Use Map amendment is approved. There are similar sized parcels to the East of this property.

6. ***Township Recommendation:*** **Recommended denial on 05/04/2026**

CROW WING COUNTY
MINNESOTA

NOTICE OF DECISION

Property Owner: Malinowski

Parcel Number: 90030510

Township: St. Mathias

Your application to amend the Official Land Use Map from Agricultural/Forestry to Rural Residential 10 has been recommended for approval to the County Board of Commissioners on June 18, 2026, by the Planning Commission/Board of Adjustment. Your application will be placed on the July 14, 2026, County Board Meeting Agenda.

Date 6/22/2026

Chris Pence - Environmental Service Manager

Please contact Crow Wing County Land Services (218)-824-1010 with any questions you might have.

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

PCBOA	Chris Pence
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Adney Exchange Holding Co LLC – Adney Lake Conservancy –Preliminary Plat

PREVIOUS ACTION:

June 18, 2026– The Planning Commission/Board of Adjustment made a motion to recommend approval of the preliminary plat of “Adney Lake Conservancy First” to the County Board of Commissioners.

COMMENTS:

One comment received from the public.

No township comment

Legal Description: Government Lot 1

Section 32 Township 137 Range 26

Fairfield Township

PID 60320512

RECOMMENDED BOARD ACTION:
Approve the preliminary plat of “Adney Lake Conservancy” with 2 lots.

Approximate length of presentation: 5 minutes

Property Owner: Adney Exchange Holding Co LLC - Tony Becker

Parcel Number: 60320512

Physical Address: 18835 Marie Lane, Crosby, MN 56441

Township: Fairfield

Legal Description: Government Lot 1
Section 32 Township 137 Range 26

Adney Lake – General Development – Lake Setback of 75 feet
Minimum lot size: 30,000 square feet
Minimum buildable area: 12,000 square feet
Minimum lot width: 100 feet

Development Review Team Meeting: 3/09/2026
Application Submitted: 4/08/2026
Incomplete Application Notification: 4/29/2026
Complete Application: 5/13/2026
60 Day Action Deadline: 7/12/2026
60 Day Waiver: 9/10/2026
Wetland: 11/23/2025
Septic Site Suitability: 05/07/2026
County Board Meeting: 7/14/2026

Land Use District: Shoreland

Adjacent Land Use:
North: Shoreland & Rural Residential 2.5
South: Adney Lake
East: Shoreland
West: Shoreland

Request:

1. Preliminary Plat:
    - “Adney Lake Conservancy” with 2 total lots.

Potential Conditions:

1. Final plat must be submitted within 12 months of Preliminary Plat approval by the County Board
2. All applicable required improvements (Article 9.8) shall be effectively implemented
3. If this plat proposes to disturb 1 acre or more of soil, a Stormwater Pollution Prevention Plan (SWPPP) must be approved by the MPCA for their records prior to construction, tree clearing, and/or land grading and implemented on-site.
4. Documentation of plat monuments completed
5. Title Commitment (Before Final Plat)

6/04/2026 On-Site Visit Comments:

Due to the Memorial Day publication schedule, the required 10-day advance deadline could not be met. Therefore, on-site visits will be split. Car 1: Dunlap, Auge, Maske. Car 2: Westhoff, Best, Larson.

- The 26-foot road was originally approved by variance in 1976.
- Conservation development is intended to preserve the majority of the land.
- Property owners are consulting with the DNR regarding extending the conservancy area.

Permit History:

- 8/02/1976 – Shoreland alteration permit for dirt moving of 470 cubic yards – placed on PC/BOA agenda.
- 9/01/1976 – Public hearing for dirt moving - approved
- 5/22/1991 – Land Use Permit for 36x45 dwelling with 20x20 addition, 20x24 addition and septic system.

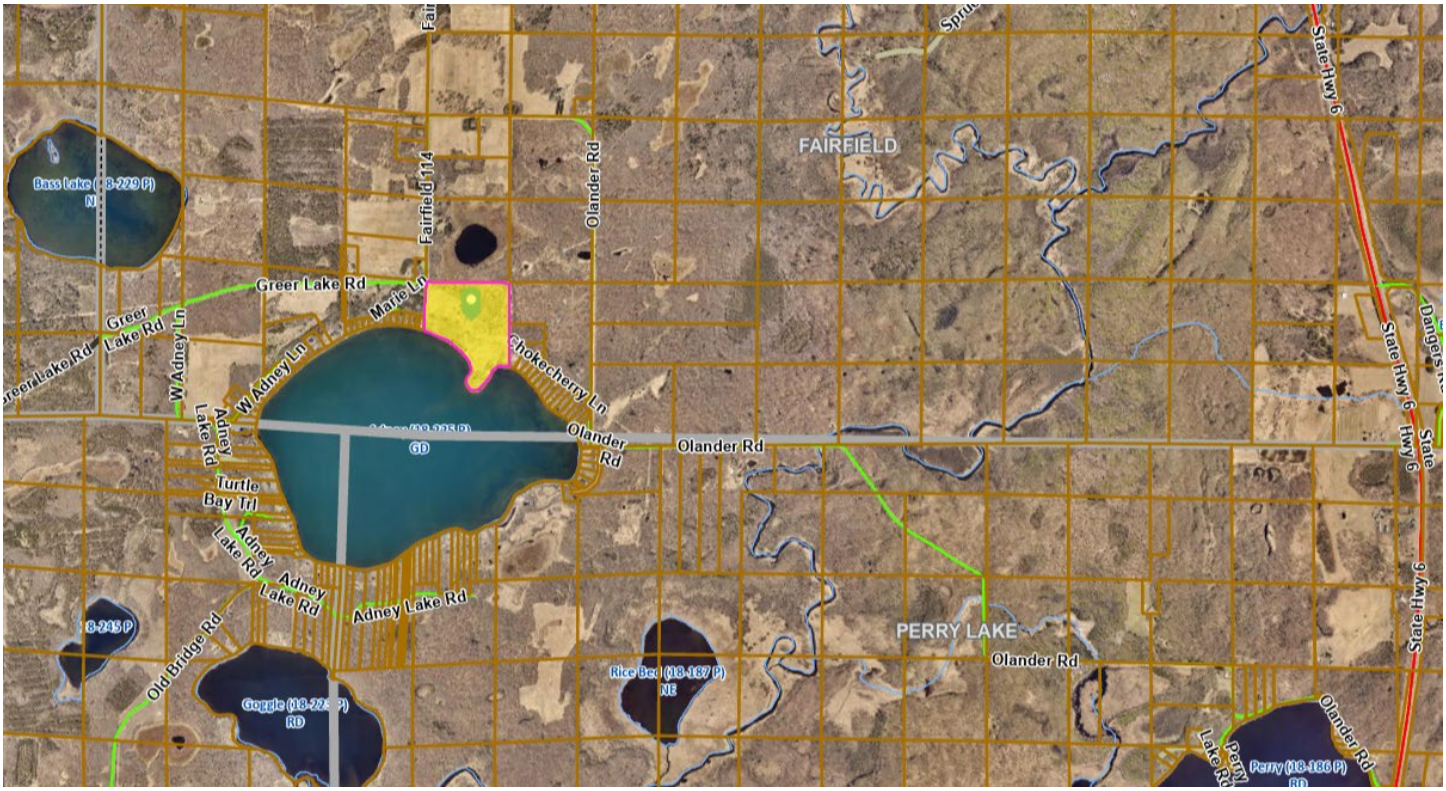
Agencies Notified and Responses Received:

CWC Highway Department: No comment received as of 6/11/2026
MN DNR: No comment received as of 6/11/2026
SWCD: No comment received as of 6/11/2026
Fairfield Township: No comment received as of 6/11/2026

Public Hearing notifications:

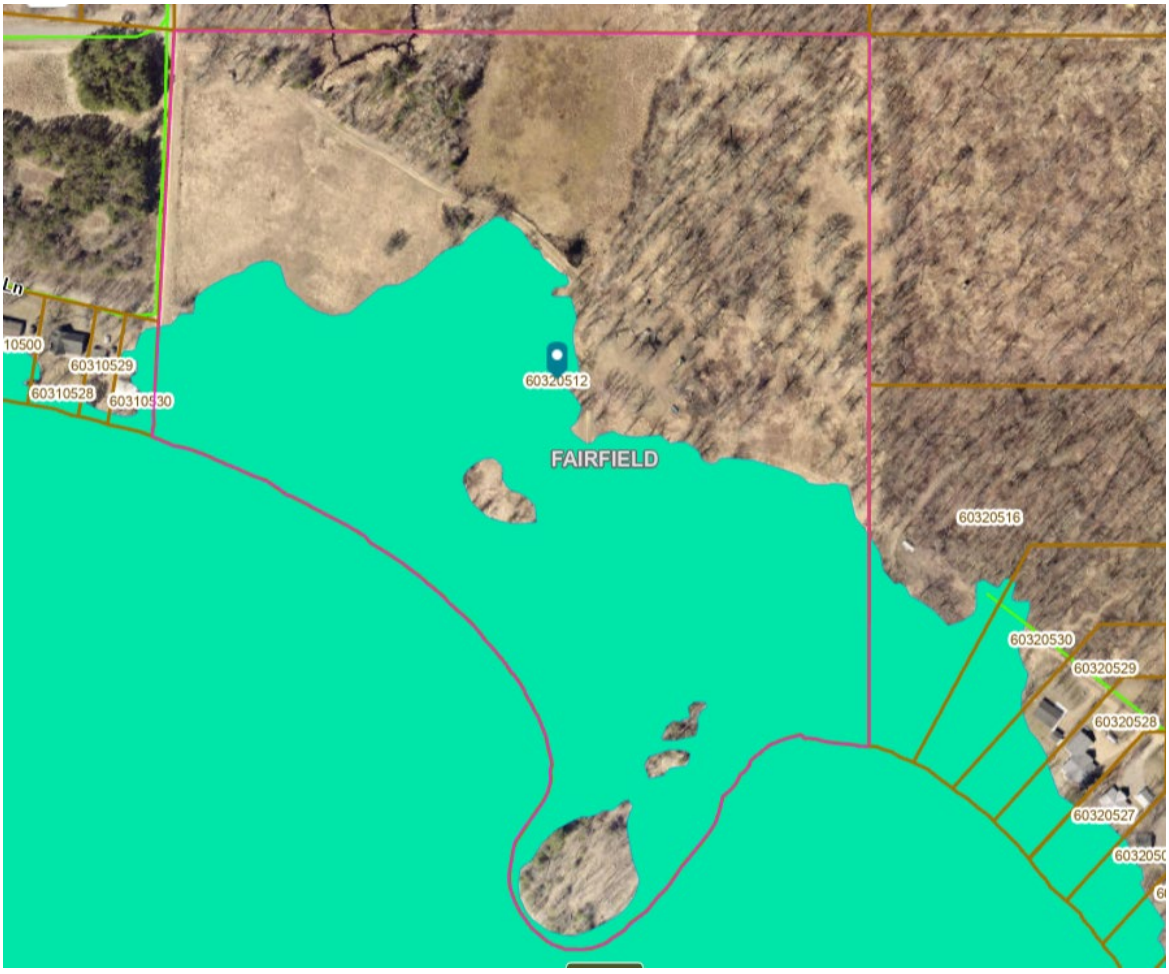
Mailing notification sent on 6/05/2026 to owners in a ½ mile radius of parcel.
Published in the Brainerd Dispatch on 6/06/2026

Per findings of fact discussed 6/18/2026, the application submitted 4/08/2026, the staff report, on-site conducted 6/04/2026, public testimony, and as shown on the Certificate of Survey dated 5/20/2026; Located in Fairfield Township, Crow Wing County, Minnesota


FAIRFIELD
Fairfield 114
Olander Rd
State Hwy 6
Greer Lake Rd
Marie Ln
W Adney Ln
Chokecherry Ln
Olander Rd
Adney Lake Rd
Turtle Bay Trl
Old Bridge Rd
PERRY LAKE
Olander Rd
Rice Bed (18-187 P)
NE
Goggle (18-22
RD
Perry (18-186 P)
RD
Perry Lake Rd


Marie Ln
60310527
60310500
60310529
60310528
60310530
60320512
FAIRFIELD
60320516
60320530
60320529
60320528
60320527
60320507
GD


Marie Ln
60310527
60310500
60310529
60310528
60310530
60320512
FAIRFIELD
60320516
60320530
60320529
60320527

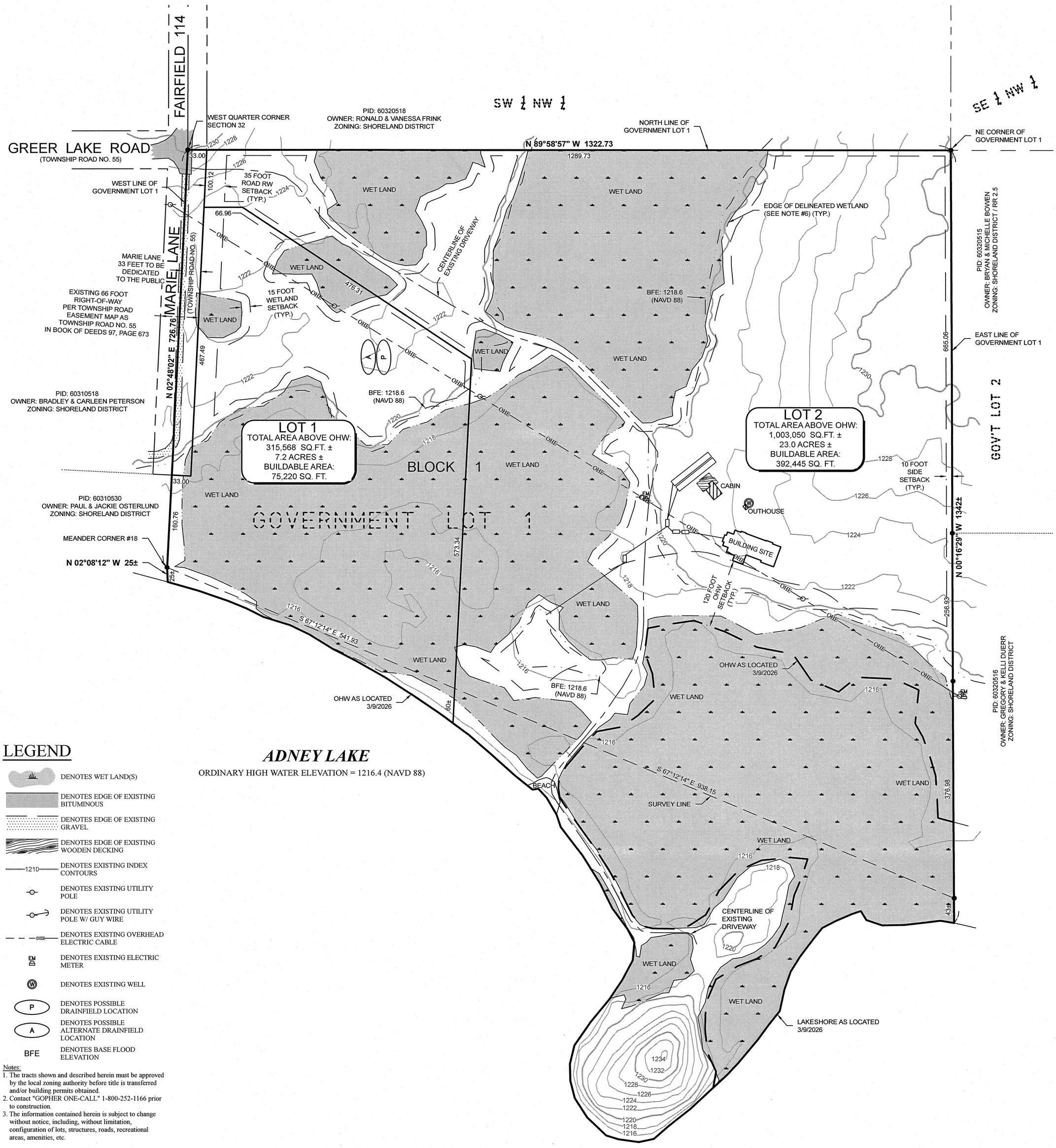

60310529
60310528
60310530
60320512
FAIRFIELD
60320516
60320530
60320529
60320528
60320527

ADNEY LAKE CONSERVANCY

A PRELIMINARY PLAT
GOVERNMENT LOT 1,
SECTION 32, TOWNSHIP 137 NORTH, RANGE 26 WEST,
FAIRFIELD TOWNSHIP, CROW WING COUNTY, MINNESOTA
TOTAL AREA ABOVE OHW = 1,337,322 SQ. FT. ± / 30.7 ACRES ±

LEGAL DESCRIPTION PER DOC. NO. 1022696

Government Lot One (1), Section Thirty-two (32), Township One Hundred Thirty-seven (137), Range Twenty-six (26).



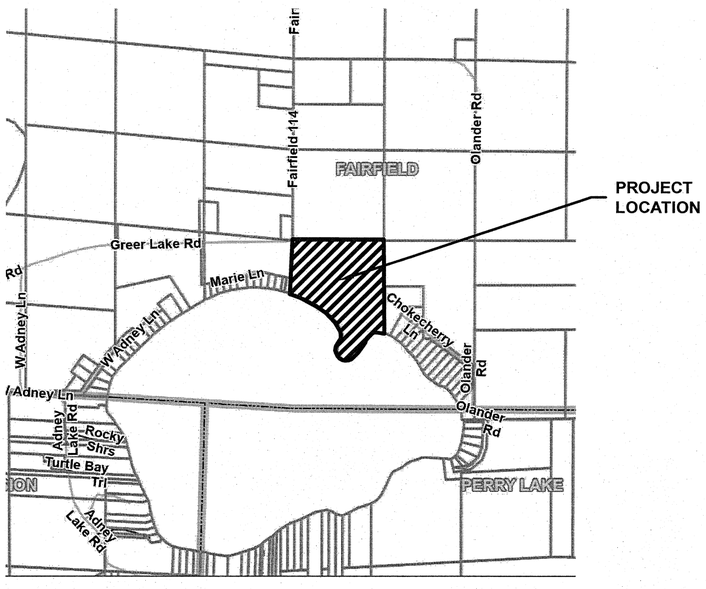
LEGEND

- DENOTES WET LAND(S)
- DENOTES EDGE OF EXISTING BITUMINOUS
- DENOTES EDGE OF EXISTING GRAVEL
- DENOTES EDGE OF EXISTING WOODEN DECKING
- 1210 — DENOTES EXISTING INDEX CONTOURS
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING UTILITY POLE W/ GUY WIRE
- OHE — DENOTES EXISTING OVERHEAD ELECTRIC CABLE
- EM — DENOTES EXISTING ELECTRIC METER
- W — DENOTES EXISTING WELL
- P — DENOTES POSSIBLE DRAINFIELD LOCATION
- A — DENOTES POSSIBLE ALTERNATE DRAINFIELD LOCATION
- BFE — DENOTES BASE FLOOD ELEVATION

Notes:
1. The tracts shown and described herein must be approved by the local zoning authority before title is transferred and/or building permits obtained.
2. Contact "GOPHER ONE-CALL" 1-800-252-1166 prior to construction.
3. The information contained herein is subject to change without notice, including, without limitation, configuration of lots, structures, roads, recreational areas, amenities, etc.

- ● — DENOTES MONUMENT FOUND

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CROW WING COUNTY COORDINATE SYSTEM



VICINITY MAP

NOT TO SCALE

PLAT NOTES:

1. Contour interval as shown = 2 foot. Based on NAVD 88 datum. Contours shown have been obtained using from the Crow Wing County GIS site.
2. Zoning for subject tract and adjoining properties = Shoreland District
3. Parcel ID of subject parcel: 60320512
4. Setbacks as shown can be subject to interpretation. Verification of setbacks by the governing body is advised prior to building.
5. The E911 address of subject parcel: 18835 Marie Lane
6. Wetland delineation was completed on 11/23/2025, by Ben Meister, Meister Environmental, LLC. MN Certified Wetland Delineator #1031.
7. There are no bluffs on subject property.
8. Stonemark Land Surveying, Inc. has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
9. Existing overall impervious coverage = 1.5%
   Existing impervious coverage for Proposed Lot 1 = 0.0%
   Existing impervious coverage for Proposed Lot 2 = 1.9%

N

100 0 100 200

SCALE IN FEET
ON 22" X 34" SHEET

SHEET 1 OF 1

PRELIMINARY PLAT
Adney Lake Conservancy

Tony Becker
21765 County Road 50
Corcoran, MN 55340

PROJECT MANAGER:	PROJECT No.:	DATE:
PAT	25303-2	5/13/2026
CHECKED BY: PAT	FILE NAME: PL25303-2.DWG	SCALE: HORZ. 1" = 100'
DRAWN BY: ICL	FIELD BOOK: BOOK PG.	VERT. NONE

REVISIONS

DATE	DESCRIPTION	BY
5/20/2026	2 FOOT CONTOURS	ICL

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick A. Trottier

PATRICK A. TROTTIER PLS#41002

DATE 5-20-2026 LIC. NO. 41002

STONEMARK LAND SURVEYING, INC.
30206 Rasmussen Road
Suite 1
P. O. Box 874
Pequot Lakes, MN 56472
218-568-4940
www.stonemarksurvey.com





















RECEIVED
By Stacy Westhoff at 8:11 am, Jun 09, 2026

Stacy Westhoff

From: Andrew Dunbar <atdunbar7@yahoo.com>
Sent: Monday, June 8, 2026 5:26 PM
To: PCBOA
Subject: Formal Opposition to Variance Request – 18835 Marie Lane (Adney Lake)

You don't often get email from atdunbar7@yahoo.com. Learn why this is important

Dear Crow Wing County Land Services Department and Board of Adjustment Members,

I am writing to submit my formal opposition to the variance requests for 18835 Marie Lane, Crosby, MN 56441 (Adney Lake), which seek permission to construct an access corridor and a driveway within the Shore Impact Zone (SIZ).

As a concerned resident, I urge the Board to deny these requests based on the strict criteria outlined in the Crow Wing County Land Use Ordinance and the severe environmental threat to our local wildlife.

Specifically, I request that the Board deny the variances based on the following findings of fact:

1. Critical Threat to Common Loon Nesting Habitat
A known, active nesting site for the Common Loon is located in close proximity to this property. According to biological data from the Minnesota DNR and the Adney Lake Association, loons are exceptionally vulnerable during their nesting season. Because their anatomy places their legs far back on their bodies, they cannot walk on land and must build nests immediately at the water's edge. This makes them entirely dependent on quiet, undisturbed, and naturally vegetated shorelines. Constructing a driveway and access corridor within the SIZ introduces permanent vehicle traffic, clearing, and human presence that will cause these loons to abandon their nests permanently, violating local conservation goals.

2. Violation of the Purpose and Intent of the Shoreland Ordinance
The primary purpose of the Crow Wing County Shoreland Management rules is to protect water quality and preserve natural shorelines. The SIZ is a strictly protected buffer. Placing a highly intense, impervious (non-porous) surface like a vehicle driveway inside this zone directly contradicts the ordinance. It will accelerate heavy stormwater runoff, carry vehicle pollutants directly into Adney Lake, and cause irreversible soil compaction and shoreline erosion.

3. Absence of "Practical Difficulty" or Hardship
Under County Code, a variance may only be granted if the applicant demonstrates a unique "practical difficulty" preventing reasonable use of the property. The desire to place a driveway and access corridor directly inside the most ecologically sensitive zone of the

lake is a matter of personal convenience or economic preference, not a legal hardship. The applicant has reasonable use of the lot outside of the SIZ, and financial savings or convenience do not legally justify granting a variance.

4. Permanent Alteration of the Essential Character of Adney Lake
Adney Lake is defined by its natural, wooded shoreline and quiet environment. Allowing heavy infrastructure to cut through the natural vegetation buffer permanently scars the aesthetic view from the water and sets a dangerous precedent for future shoreline destruction.

For these reasons, the proposed project fails to meet the legal standards required for a variance. I respectfully request that the Board of Adjustment uphold the integrity of our county ordinances and **deny** both variance requests.

Thank you for your time, leadership, and dedication to protecting Adney Lake.

Sincerely,

Andy Dunbar
512.547.7221

Meeting Minutes – Development Review Team (DRT)

Date: March 9, 2026
Time: 11:00 am
Attendees:

- Nicholette Dunlap, Senior Environmental Specialist
- Stacy Westhoff, Planning Coordinator
- Patrick, Stonemark Land Surveying
- Jordan, KLD Surveyor
- Chris Pence, Environmental Services Manager
- Rob Hall, Highway Department
- Tony Becker, Applicant

Project Summary

- Property: Large acreage parcel with wetlands already delineated.
- Applicant's Intent:
    - Long-term family ownership and minimal development.
    - Initial phase: Primary home plus guest cabin.
    - Future, optional additions: possibly 1–2 small guest cabins for extended family.
    - Possible creation of a secondary roadside parcel for increased land value—not intended for sale.
- Development Concept:
    - Tentatively leaning toward a PUD / conservation development layout:
    - Approximately 3–5 building sites
    - 75% (or more) common area
    - Buildings *not* clustered like a traditional plat

- Lake access sites and internal trails

Discussion Highlights

1. Survey & Mapping Progress

- Wetlands are fully delineated.
- Ground mapping began the same day as the meeting.
- Waiting on OHW (Ordinary High-Water) elevation to confirm shoreline setbacks.

2. Development Phasing

- Phase 1: Build main house + guest cabin.
- If the property is *not* split before construction, guest cabin must follow 700 sq ft limit, but applicant plans to delay construction until platting is in place—removing the 700 sq ft restriction.

3. Potential Lot Split

- Applicant may consider creating a road-adjacent parcel, but not for sale—only for long-term flexibility and future valuation.
- County staff noted a 10-acre split could be possible, depending on property line locations and GIS confirmation.

4. Shoreland & Environmental Considerations

- Property is low near the lake; final design will depend on how the OHW line affects setbacks.
- Wetlands and lake elevation may constrain buildable areas.

5. Timeline

- Applicant closes on property around April 10 (cannot apply until ownership is official).

- Plat design expected to be ready within 1–2 months, after OHW confirmation and base map completion.

Next Steps

For Applicant (Tony Becker):

- Wait for survey base map and OHW data.
- Decide final layout for a PUD/conservation development.
- After closing on April 10, proceed with plat application.
- Work with Pat (surveyor) on buildable area determination and potential slip calculations for lake access.

Platted Subdivision - 60320512 - Land Surveying, Inc - Saved

Application

Application Summary | Plat | Invoice | Timeline | Documents | Follow Up | Related

Primary Parcel number (PIN) * 60320512

Parcel number *	60320512
Owner name	ADNEY EXCHANGE HOLDING...
Physical address	18835 MARIE LANE
Physical city	CROSBY
Physical zip	56441
Township	FAIRFIELD TOWNSHIP

Shoreland District	Yes
Shoreland Protection Zone	Yes
Riparian	Yes
Within 500ft of the Mississippi	No
Lake/River	ADNEY
Deeded acres	38.08
Zoning	SD

Owner Information

Name *	ADNEY EXCHANGE HOLDINGS CO...	Mailing Street 1 *	21765 County Road 50
Phone Number *	[redacted]	Mailing Street 2	---
Email *	[redacted]	Mailing City *	Corcoran
		Mailing State *	MN
		Mailing Zip code *	55340

Application Type: Platted Subdivision

Applicant Information

Applicant *	Stonemark Land Surveying, Inc
Is Applicant the Property owner *	I am not the owner.
Authorized Agent Name	---
Public Hearing Agent Type	Surveyor
Contractor License Number	41002
Email	[redacted]
Phone	[redacted]
Assisted at Counter	No
Customer Service Rep	
Application Submit Date	5/13/2026

Platted Subdivision - 60320512 - Land Surveying, Inc - Saved

Application

Application Summary | **Plat** | Invoice | Timeline | Documents | Follow Up | Related

Is this a preliminary plat or final plat?	Preliminary plat

Required Items - Preliminary Plat

Development Review Team (DRT) Meeting	Yes
DRT Meeting Date	3/9/2026
Are you submitting preliminary plat and final plat together	No
Is a survey on file following the requirements of Article 9 & 44 of the Land Use Ordinance	Yes
Enter number of proposed lots	2
Enter number of proposed Out-lots	0
Do all lots have access to a 66' wide road?	Yes
Required septic information on file	Yes
Is wetland info on file with CWC?	Yes

Findings of Fact

Does the proposed plat conform to the County's Comprehensive Plan?	yes
Is the proposal consistent with the existing County Subdivision Ordinance? Specify the applicable sections of the ordinance.	Yes. Oversized lot on GD lake
Are there any other standards, rules or requirements that this plat must meet? Specify other required standards.	all subdivision standards met.
Is the proposed plat compatible with the present land uses in the area of the proposal?	Yes area surrounding plat is residential
Does the plat conform to all applicable performance standards in Article 4.5 of the Subdivision Ordinance?	I(t sure does.
How are the potential environmental impacts being resolved? (Does the plat meet County standards?) Explanation should include: Stormwater, Erosion/Sediment Control, Wetlands, Floodplains, Shoreland, Septic Systems	No wetland impact, ample room for septic, wells, etc.
Have the potential public health, safety or traffic generation impacts been addressed?	None foreseeable

CROW WING COUNTY STAFF PRELIMINARY FINDINGS OF FACT SUPPORTING/DENYING A PRELIMINARY PLAT

Name of Applicant: Adney Exchange Holding Co LLC - Tony Becker

Date: June 18, 2026

PID: 60320512

FINDINGS OF FACT:

1. ***Does the proposed plat conform to the County's Comprehensive Plan?***
   Yes ☒ ***No*** ☐ ***Why or why not?***

- Goal 1: Plan for residential development that meets the needs of residents of all ages and income levels, focusing on an aging population and moderately priced housing for area workers. Balance interests between short-term rentals and long-term housing needs. Support the development of housing that balances natural resources, creates a sense of community, and connects to recreational amenities and open space. (pg. 68)
  - Policy 1: Promote policies and development that make housing more attainable for all income levels and abilities, especially workers, seniors, and first-time homebuyers.
  - Policy 2: Pursue development opportunities that provide for all stages of life and are accessible to all residents.
  - Policy 3: Encourage mixed-use development to create neighborhoods and communities around existing and new housing.

2. ***Is the proposal consistent with the existing County Subdivision Ordinance? Specify applicable sections of the Ordinance.***
   Yes ☒ ***No*** ☐ ***Why or why not?***

- The property is located in the Shoreland District on a General Development Lake (Adney Lake). Lot standards for GD lakes require a minimum lot area: 30,000 sq ft, minimum buildable area: 12,000 sq ft, minimum lot width: 100 ft.
- Both lots exceed these minimums:
  - Lot 1 has a lot area of 315,568 sq. ft., buildable area of 75,220 sq. ft. and lot width of 542'.
  - Lot 2 has a lot area of 1,003,050 sq. ft., buildable area of 392,445 sq. ft. and a lot width of 938'.
- The preliminary plat submission includes all required survey elements, including wetlands, OHW, topography, utilities, and existing conditions, as required by Article 9.6(F).
- A wetland delineation was completed on 11/23/2025 by Ben Meister, Meister Environmental LLC.
- Septic site suitabilities were completed on 05/07/26 by Seth Gravdahl, Underground Designs.

3. ***Are there any other standards, rules or requirements that this plat must meet?***
   Yes ☐ ***No*** ☒ ***Why or why not?***

- This plat meets the requirements of Articles 9, 11 and 33 of the Land Use Ordinance.

4. ***Is the proposed plat compatible with the present land uses in the area of the proposal?***
Yes ☒ ***No*** ☐ ***Why or why not?***

- This property is zoned shoreland district. The surrounding properties are a mix of Shoreland and Rural Residential 2.5 parcels. The creation of two large lots fits within the pattern of the area.

5. ***Does the plat conform to all applicable performance standards in Article 9 of the Subdivision Ordinance?***
Yes ☒ ***No*** ☐ ***Why or why not?***

- This plat meets the requirements of Articles 9, 11, and 33 of the Land Use Ordinance.
- The preliminary plat submission includes all required survey elements, including wetlands, OHW, topography, utilities, and existing conditions, as required by Article 9.6(F).
- A wetland delineation was completed on 11/23/2025 by Ben Meister, Meister Environmental LLC.
- Septic site suitabilities were completed on 05/07/26 by Seth Gravdahl, Underground Designs.

6. ***How are the potential environmental impacts being resolved? (Does the plat meet County Standards?)***
Yes ☒ ***No*** ☐ ***Why or why not?***

- Stormwater: This will be administered through the land use permit process for each individual lot.
- Erosion/Sediment Control: This will be administered through the land use permit process for each individual lot.
- Wetlands: A wetland delineation was completed on 11/23/2025 by Ben Meister, Meister Environmental LLC.
- Septic Systems: Septic site suitabilities were completed on 05/07/26 by Seth Gravdahl, Underground Designs.

7. ***Have the potential public health, safety or traffic generation impacts been addressed?***
Yes ☒ ***No*** ☐ ***Why or why not?***

- The plat does not create conditions detrimental to health, safety, or general welfare per Article 9.6(E)(3)(f).
- 66’ wide access to public road exists via Marie Lane.
- A wetland delineation was completed on 11/23/2025 by Ben Meister, Meister Environmental LLC.
- Septic site suitabilities were completed on 05/07/26 by Seth Gravdahl, Underground Designs.

8. ***Other issues pertinent to this matter: None***

9. ***Township recommendation: None as of 6/11/26***

CROW WING COUNTY
MINNESOTA

NOTICE OF DECISION

Property Owner: Adney Exchange Holding Co LLC - Tony Becker

Parcel Number: 60320512

Physical Address: 18835 Marie Lane, Crosby, MN 56441

Township: Fairfield

Your application for the "Adney Lake Conservancy" with 2 total lots has been recommended for approval to the County Board of Commissioners on June 18, 2026, by the Planning Commission/ Board of Adjustment. Your application will now be placed on the July 14, 2026, County Board Agenda.

CONDITIONS:

1. **Final plat must be submitted within 12 months of Preliminary Plat approval by the County Board**
2. **All applicable required improvements (Article 9.8) shall be effectively implemented**
3. **If this plat proposes to disturb 1 acre or more of soil, a Stormwater Pollution Prevention Plan (SWPPP) must be approved by the MPCA for their records prior to construction, tree clearing, and/or land grading and implemented on-site.**
4. **Documentation of plat monuments completed**
5. **Title Commitment (Before Final Plat)**

Date: 6/22/2026

Chris Pence Environmental Services Manager

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Land Services	Tom Strack
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Northland Reliability Project – Phase II Right of Way Easements & Budget Amendment

PREVIOUS ACTION:

COMMENTS:

- Discussed on June 16th, 2026, Committee of the Whole meeting & July 9th Budget Committee meeting
- 172.40 Acres of new Right of Way Easements
- Easement was valued at $453,800 via Certified Appraisal by Steigerwaldt Land Services, Inc.

RECOMMENDED BOARD ACTION:

To approve the attached budget amendment and easements for Phase II of the Northland Reliably Project and to also authorize the Board Chair to sign said easements.

Approximate length of presentation:

(Top 3 inches reserved for recording data)

EASEMENT

TRACT NO.: BC-CU-1712,
BC-CU-1770,
CU-NO-0161

The undersigned, State of Minnesota, and successors and assigns ("**Grantor**"), in consideration of one dollar and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby grant unto **Great River Energy**, a Minnesota cooperative corporation, and Minnesota Power, a division of **ALLETE, Inc.**, a Minnesota corporation, as tenants in common, and their respective successors and assigns ("**Grantee**"), a perpetual and irrevocable easement (the "**Easement**") to construct, reconstruct, relocate, modify, operate, patrol, inspect, repair, upgrade, maintain and/or remove, in whole or in part, electric transmission and/or distribution lines, consisting of one or more circuits, communication lines, poles, towers, structures, wires, anchors, cables, guys, supports, fiber optics, communication equipment and other appurtenances related to the transmission and/or distribution of electrical energy and/or the transmission and distribution of communications data and information of any type whatsoever (collectively, the "**Facilities**") over, under and across certain lands situated in Crow Wing County, Minnesota, described on the attached **Exhibit A** as "**Grantor's Property**." This Easement shall be limited to that certain part of Grantor's Property described as the "**Easement Area**" on the attached **Exhibit B**.

Grantor hereby grants to Grantee an easement to enter upon Grantor's Property to survey and/or locate the Facilities, and an easement for reasonable access over and across Grantor's Property to the Easement Area. Grantee shall have the right to occupy and use Grantor's Property adjoining the Easement Area during the construction, reconstruction, relocation, modification, operation, patrol, inspection, repair, upgrade, maintenance and/or removal of the Facilities.

Subject to Grantee's rights and Grantor's obligations herein, Grantor reserves the right to cultivate, use and occupy the surface of the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein. Grantor shall not perform any act, or cause or permit acts to be done by others, that will interfere with or endanger the Facilities or Grantee's exercise of its rights hereunder. Without limiting the foregoing, Grantor shall not erect or place on the Easement Area any structures, buildings, trees or other objects or improvements, permanent or temporary, or cause or permit any others to do so, without Grantee's prior written approval. Grantor agrees to not materially alter the existing ground elevations in a manner that could interfere with the Facilities or Grantee's rights hereunder or that would result in ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code or any other applicable laws or regulations or other codes or policies. Grantor, its agents or assigns must submit plans of improvements or other installations within the Easement Area for review and written determination of compatibility by the Administrative Agent for Grantee prior to installation. Grantee may approve such improvements or other installations, with or without conditions, or

may deny the same, in the reasonable exercise of its sole discretion. Notwithstanding the foregoing, Grantor may install and maintain typical fencing within the Easement Area that does not interfere with the safe operation of the Facilities; provided, that Grantor shall grant to Grantee access through any locked gates so that Grantee may have adequate access to the Easement Area.

Grantor agrees to execute and deliver to Grantee any additional documents requested by Grantee to amend and/or correct the legal description of the Easement Area to conform to the right of way actually occupied by the Facilities or otherwise as requested by Grantee to accomplish the purposes of this Easement.

Grantor covenants that Grantor is the owner of the Grantor's Property and has the right to convey the easements set forth herein. The Facilities installed and placed by or on behalf of Grantee on Grantor's Property shall remain the property of Grantee. Grantor acknowledges that agreed upon compensation represents payment in full for Grantee's exercise and/or future exercise of Grantee's rights hereunder and that Grantor shall have no further right to compensation except as to payment for actual damages as expressly provided for below.

Grantee shall have the right to remove from the Easement Area, in whole or in part, and in any manner, any structures, buildings or other objects or improvements, and any trees, shrubbery, brush or other vegetation, that, in Grantee's sole opinion, could, at any time, interfere with, impair or otherwise endanger the structural or electrical integrity of the Facilities or otherwise interfere with Grantee's rights hereunder. Grantee shall also have the right to trim, remove, or otherwise control any trees, shrubbery, brush or other vegetation that are located adjacent to the Easement Area that may, in Grantee's opinion, at any time interfere with, impair or otherwise endanger the Facilities.

Grantee may exercise all or any of its rights hereunder at any time, and Grantee's non-use or limited use of any such rights shall not constitute forfeiture of or otherwise limit any such rights. Grantee may assign and/or apportion and/or otherwise enter into agreements with respect to its rights hereunder, in whole or in part, in its sole discretion. Grantee shall also have the rights to permit the attachment of wires of others to the Facilities or any part thereof.

Grantee agrees to pay Grantor for this Easement prior to the construction of Facilities on the Easement Area.

Grantee agrees to pay a reasonable sum for actual damages directly caused to Grantor's crops, fences, roads, fields, lawns or other improvements by the construction, reconstruction, relocation, modification, operation, patrol, inspection, repair, upgrade, maintenance and/or removal of the Facilities, excepting and excluding trees, shrubbery, brush or other vegetation and also excepting any improvements or other installations placed within the Easement Area without Grantee's advance written determination of compatibility.

Grantee has appointed Great River Energy as the Administrative Agent for Grantee hereunder (the "**Administrative Agent**"). The Administrative Agent, pursuant to the terms and conditions of the Administrative Agent Agreement, is designated to act on behalf of Grantee for certain matters relating to this instrument. Grantor shall rely on the actions of the Administrative Agent as Grantee hereunder until Grantor is notified by the Administrative Agent or Grantee that a new Administrative Agent has been appointed.

The easements and covenants contained in this instrument shall run with and against the described real property. It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that the terms herein may only be modified in writing. This instrument shall be governed by the laws of the State of Minnesota.

This Easement is effective as of _____, 202__.

[SIGNATURE PAGE(S) FOLLOW]

GRANTOR:

State of Minnesota

BY: Crow Wing County Board of Commissioners

_____

NAME:

ITS:

Notary block for entity acknowledgement:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 202_, by _____, as _____ of Crow Wing County Board of Commissioners.

_____
Notary Public

My Commission Expires:_____

Drafted By: Great River Energy
Land Rights Department
12300 Elm Creek Blvd
Maple Grove, MN 55369
(763) 445-5000
(To be returned to same after recording.)

EXHIBIT A

EASEMENT NO. BC-CU-1712

GRANTOR'S PROPERTY

PARCEL 1:
THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 OF NW1/4), IN SECTION TWENTY-ONE (21), IN TOWNSHIP FORTY-FOUR (44) NORTH, OF RANGE TWENTY-NINE (29) WEST OF THE FOURTH PRINCIPAL MERIDIAN, CROW WING COUNTY, MINNESOTA. (TORRENS PROPERTY)

PARCEL 2:
NORTHEAST QUARTER OF SOUTHEAST QUARTER, SECTION 20 AND NORTHWEST QUARTER OF SOUTHWEST QUARTER, SECTION 21, ALL IN TOWNSHIP 44, RANGE 29, CROW WING COUNTY, MINNESOTA. (ABSTRACT PROPERTY)

PARCEL 3:
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4 OF SE1/4), SECTION TWENTY (20), TOWNSHIP FORTY-FOUR (44), RANGE TWENTY-NINE (29), CROW WING COUNTY, MINNESOTA. (ABSTRACT PROPERTY)

EASEMENT AREA

THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, AND THE NORTHWEST OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 44 NORTH, RANGE 29 WEST OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF CROW WING, STATE OF MINNESOTA, LYING 75.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE SOUTH 89 DEGREES 23 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20, A DISTANCE OF 1307.17 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 21 MINUTES 24 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 162.27 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 37 DEGREES 33 MINUTES 34 SECONDS EAST, A DISTANCE OF 4272.27 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21 AND THERE TERMINATING. SAID POINT OF TERMINATION BEARS SOUTH 36 DEGREES 41 MINUTES 16 SECONDS WEST, A DISTANCE OF 2178.09 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20 AND THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21.

SAID EASEMENT CONTAINS 14.71 ACRES, MORE OR LESS.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT BC-CU-1712
   PROVIDED BY LAND SERVICE COMPANY

Westwood

Phone (320) 253-9495
Toll Free (800) 270-9495
13341 Cypress Drive, Suite 101
Baxter, MN 56425
westwoodps.com

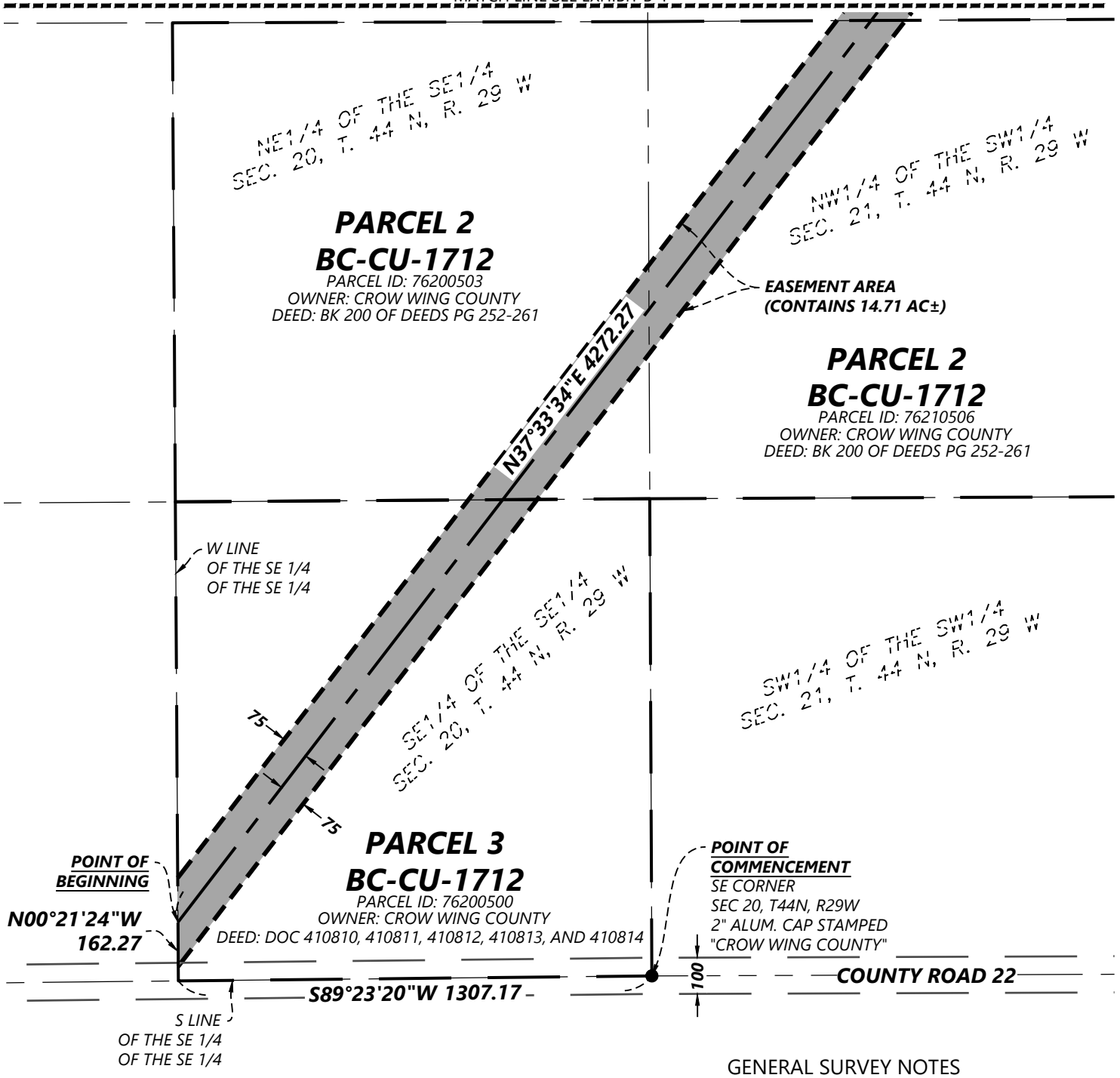
Westwood Professional Services, Inc.

CROW WING COUNTY				
GREAT RIVER ENERGY ℠				
WORK ORDER 209517	PART OF SEC 20 AND PART OF SEC 21, T44N, R29W CROW WING COUNTY, MN			
REVISIONS				Drawn By: TDW
	DATE 5/4/26	EXHIBIT A	DWG. NO. BC-CU-1712	

EXHIBIT B

EASEMENT NO. BC-CU-1712

MATCH LINE SEE EXHIBIT B-1



GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT BC-CU-1712
   PROVIDED BY LAND SERVICE COMPANY

LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

N

0' 400'

Westwood

Phone (320) 253-9495
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13341 Cypress Drive, Suite 101
Baxter, MN 56425
westwoodps.com

Westwood Professional Services, Inc.

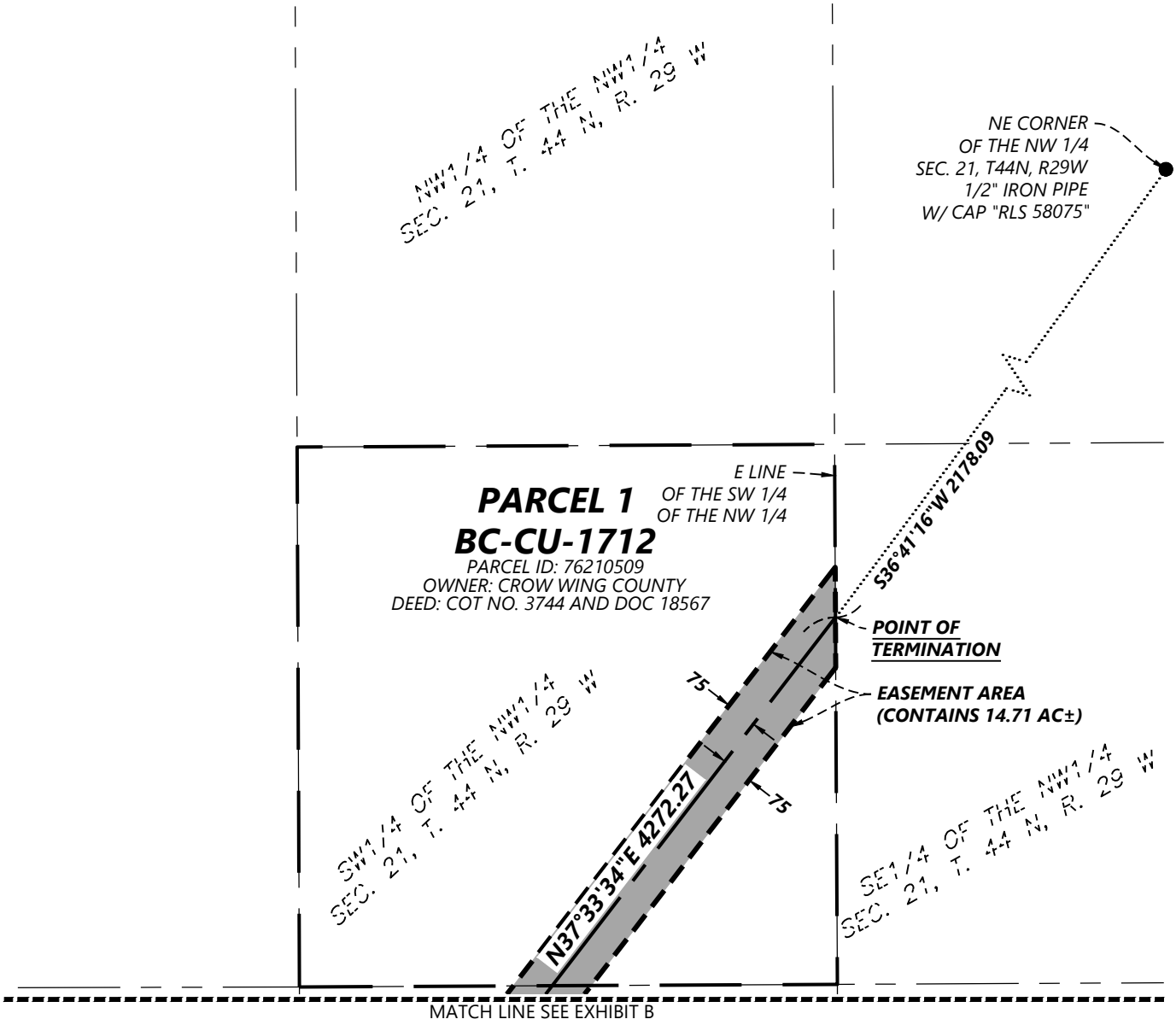
CROW WING COUNTY

GREAT RIVER ENERGY℠

WORK ORDER 209517	THE SE 1/4 OF THE SE 1/4, THE NE 1/4 OF THE SE 1/4 OF SEC 20, & THE NW 1/4 OF THE SW 1/4 OF SEC 21, T44N, R29W, CROW WING COUNTY, MN		Drawn By: TDW
REVISIONS	DATE 5/4/26	EXHIBIT B	DWG. NO. BC-CU-1712

EXHIBIT B-1

EASEMENT NO. BC-CU-1712



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 400'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
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westwoodps.com

Westwood Professional Services, Inc.

CROW WING COUNTY			
GREAT RIVER ENERGY℠			
WORK ORDER 209517	THE SW 1/4 OF THE NW 1/4 OF SEC 21, T44N, R29W, CROW WING COUNTY, MN		Drawn By: TDW
REVISIONS	DATE 5/4/26	EXHIBIT B-1	DWG. NO. BC-CU-1712

EXHIBIT A

EASEMENT NO. BC-CU-1770

GRANTOR'S PROPERTY

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 21, TOWNSHIP 44, RANGE 29, CROW WING COUNTY, MINNESOTA
ABSTRACT PROPERTY

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4OFNW1/4) AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4OFNE1/4), ALL IN SECTION TWENTY-ONE (21), IN TOWNSHIP FORTY-FOUR (44) NORTH, OF RANGE TWENTY-NINE (29) WEST OF THE FOURTH PRINCIPAL MERIDIAN, CROW WING COUNTY, MINNESOTA.
TORRENS PROPERTY

EASEMENT AREA

THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 29 WEST OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF CROW WING, STATE OF MINNESOTA, LYING 75.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 40 MINUTES 56 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 41.99 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE SOUTH 37 DEGREES 33 MINUTES 34 SECONDS WEST, A DISTANCE OF 2203.62 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THERE TERMINATING. SAID POINT OF TERMINATION BEARS NORTH 55 DEGREES 25 MINUTES 04 SECONDS EAST, A DISTANCE OF 1588.25 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE NORTH LINES OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER.

SAID EASEMENT CONTAINS 7.59 ACRES, MORE OR LESS.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT BC-CU-1770
   PROVIDED BY LAND SERVICE COMPANY

Westwood

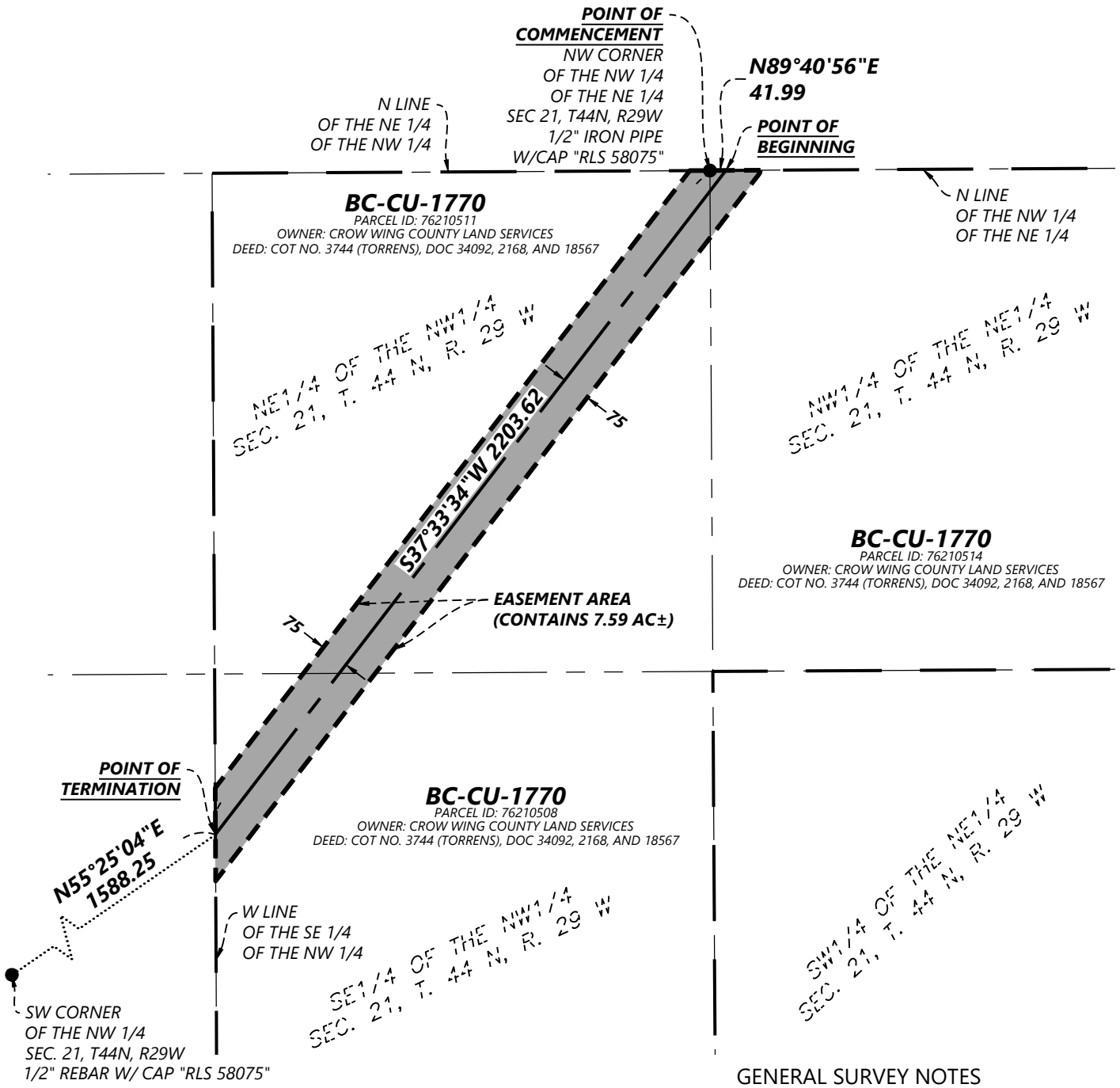
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13341 Cypress Drive, Suite 101
Baxter, MN 56425
westwoodps.com

Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES				
GREAT RIVER ENERGY℠				
WORK ORDER 209517	THE NE1/4 OF THE NW 1/4, THE SE 1/4 OF THE NW 1/4, & THE NW 1/4 OF THE NE 1/4 OF SEC 21, T44N, R29W, CROW WING COUNTY, MN			
REVISIONS				Drawn By: TDW
	DATE 5/1/26	EXHIBIT A	DWG. NO. BC-CU-1770	

EXHIBIT B

EASEMENT NO. BC-CU-1770



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 400'

GENERAL SURVEY NOTES

1. BASIS OF BEARING: CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT BC-CU-1770 PROVIDED BY LAND SERVICE COMPANY

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Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES

GREAT RIVER ENERGY℠

WORK ORDER 209517	THE NE1/4 OF THE NW 1/4, THE SE 1/4 OF THE NW 1/4, & THE NW 1/4 OF THE NE 1/4 OF SEC 21, T44N, R29W, CROW WING COUNTY, MN	
REVISIONS		
	DATE 5/1/26	EXHIBIT B
		DWG. NO. BC-CU-1770

Drawn By: TDW

EXHIBIT A

EASEMENT NO. CU-NO-0161

GRANTOR'S PROPERTY

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 OF SW1/4), SECTION SIX (6), TOWNSHIP FORTY-SIX (46), RANGE TWENTY-NINE (29), CROW WING COUNTY, MINNESOTA.

EASEMENT AREA

AN EASEMENT LYING OVER, UNDER, AND ACROSS THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 46 NORTH, RANGE 29 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CROW WING COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 44 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1949.50 FEET TO THE POINT OF BEGINNING OF THE AREA TO BE DESCRIBED; THENCE CONTINUING NORTH 89 DEGREES 44 MINUTES 30 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 217.26 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 10 SECONDS WEST, A DISTANCE OF 1097.71 FEET; THENCE SOUTH 08 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 234.83 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 35 MINUTES 34 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 217.68 FEET; THENCE NORTH 08 DEGREES 17 MINUTES 24 SECONDS EAST, A DISTANCE OF 266.81 FEET; THENCE NORTH 07 DEGREES 49 MINUTES 18 SECONDS EAST, A DISTANCE OF 819.53 FEET; THENCE NORTH 07 DEGREES 49 MINUTES 18 SECONDS EAST, A DISTANCE OF 246.82 TO SAID NORTH LINE AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 6.58 ACRES, MORE OR LESS.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT CU-NO-0161
   PROVIDED BY LAND SERVICE COMPANY

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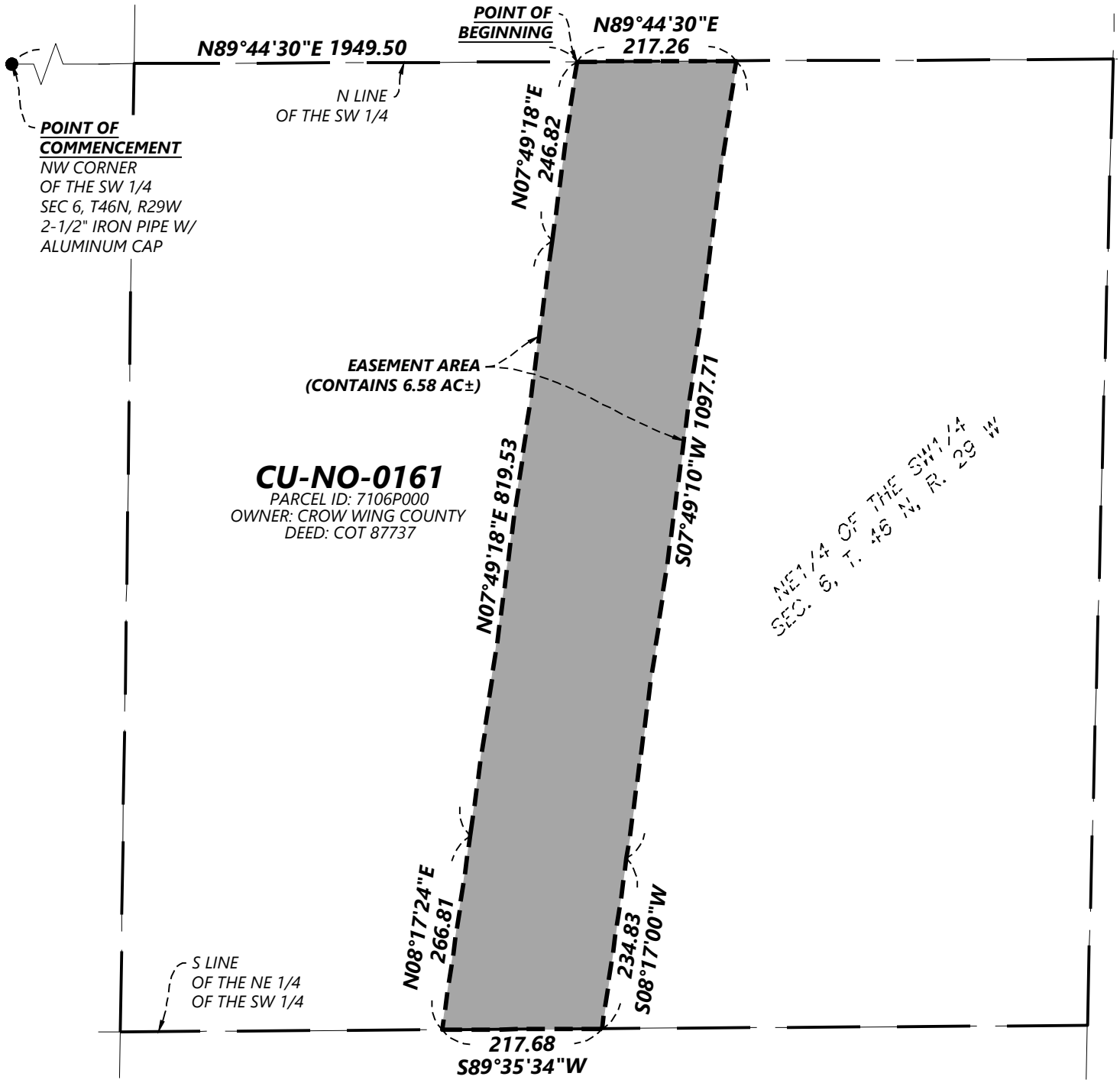
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Westwood Professional Services, Inc.

CROW WING COUNTY				
GREAT RIVER ENERGY ℠				
WORK ORDER 209897	THE NE 1/4 OF THE SW 1/4 SEC 6, T46N, R29W CROW WING COUNTY, MN			
REVISIONS				Drawn By: TFS
	DATE 5/19/26	EXHIBIT A	DWG. NO. CU-NO-0161	

EXHIBIT B

EASEMENT NO. CU-NO-0161



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT CU-NO-0161 PROVIDED BY LAND SERVICE COMPANY

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CROW WING COUNTY			
GREAT RIVER ENERGY℠			
WORK ORDER 209897	THE NE 1/4 OF THE SW 1/4 SEC 6, T46N, R29W CROW WING COUNTY, MN		
REVISIONS			Drawn By: TFS
DATE 5/19/26	EXHIBIT B	DWG. NO. CU-NO-0161	

(Top 3 inches reserved for recording data)

EASEMENT

TRACT NO.: BC-CU-2361
BC-CU-2362

The undersigned, Crow Wing County, and successors and assigns ("**Grantor**"), in consideration of one dollar and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby grant unto **Great River Energy**, a Minnesota cooperative corporation, and Minnesota Power, a division of **ALLETE, Inc.**, a Minnesota corporation, as tenants in common, and their respective successors and assigns ("**Grantee**"), a perpetual and irrevocable easement (the "**Easement**") to construct, reconstruct, relocate, modify, operate, patrol, inspect, repair, upgrade, maintain and/or remove, in whole or in part, electric transmission and/or distribution lines, consisting of one or more circuits, communication lines, poles, towers, structures, wires, anchors, cables, guys, supports, fiber optics, communication equipment and other appurtenances related to the transmission and/or distribution of electrical energy and/or the transmission and distribution of communications data and information of any type whatsoever (collectively, the "**Facilities**") over, under and across certain lands situated in Crow Wing County, Minnesota, described on the attached **Exhibit A** as "**Grantor's Property**." This Easement shall be limited to that certain part of Grantor's Property described as the "**Easement Area**" on the attached **Exhibit B**.

Grantor hereby grants to Grantee an easement to enter upon Grantor's Property to survey and/or locate the Facilities, and an easement for reasonable access over and across Grantor's Property to the Easement Area. Grantee shall have the right to occupy and use Grantor's Property adjoining the Easement Area during the construction, reconstruction, relocation, modification, operation, patrol, inspection, repair, upgrade, maintenance and/or removal of the Facilities.

Subject to Grantee's rights and Grantor's obligations herein, Grantor reserves the right to cultivate, use and occupy the surface of the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein. Grantor shall not perform any act, or cause or permit acts to be done by others, that will interfere with or endanger the Facilities or Grantee's exercise of its rights hereunder. Without limiting the foregoing, Grantor shall not erect or place on the Easement Area any structures, buildings, trees or other objects or improvements, permanent or temporary, or cause or permit any others to do so, without Grantee's prior written approval. Grantor agrees to not materially alter the existing ground elevations in a manner that could interfere with the Facilities or Grantee's rights hereunder or that would result in ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code or any other applicable laws or regulations or other codes or policies. Grantor, its agents or assigns must submit plans of improvements or other installations within the Easement Area for review and written determination of compatibility by the Administrative Agent for Grantee prior to installation. Grantee may approve such improvements or other installations, with or without conditions, or may deny the same, in the reasonable exercise of its sole discretion. Notwithstanding the foregoing, Grantor may install and maintain typical fencing within the Easement Area that does not interfere with the safe operation of the

Facilities; provided, that Grantor shall grant to Grantee access through any locked gates so that Grantee may have adequate access to the Easement Area.

Grantor agrees to execute and deliver to Grantee any additional documents requested by Grantee to amend and/or correct the legal description of the Easement Area to conform to the right of way actually occupied by the Facilities or otherwise as requested by Grantee to accomplish the purposes of this Easement.

Grantor covenants that Grantor is the owner of the Grantor's Property and has the right to convey the easements set forth herein. The Facilities installed and placed by or on behalf of Grantee on Grantor's Property shall remain the property of Grantee. Grantor acknowledges that agreed upon compensation represents payment in full for Grantee's exercise and/or future exercise of Grantee's rights hereunder and that Grantor shall have no further right to compensation except as to payment for actual damages as expressly provided for below.

Grantee shall have the right to remove from the Easement Area, in whole or in part, and in any manner, any structures, buildings or other objects or improvements, and any trees, shrubbery, brush or other vegetation, that, in Grantee's sole opinion, could, at any time, interfere with, impair or otherwise endanger the structural or electrical integrity of the Facilities or otherwise interfere with Grantee's rights hereunder. Grantee shall also have the right to trim, remove, or otherwise control any trees, shrubbery, brush or other vegetation that are located adjacent to the Easement Area that may, in Grantee's opinion, at any time interfere with, impair or otherwise endanger the Facilities.

Grantee may exercise all or any of its rights hereunder at any time, and Grantee's non-use or limited use of any such rights shall not constitute forfeiture of or otherwise limit any such rights. Grantee may assign and/or apportion and/or otherwise enter into agreements with respect to its rights hereunder, in whole or in part, in its sole discretion. Grantee shall also have the rights to permit the attachment of wires of others to the Facilities or any part thereof.

Grantee agrees to pay Grantor for this Easement prior to the construction of Facilities on the Easement Area.

Grantee agrees to pay a reasonable sum for actual damages directly caused to Grantor's crops, fences, roads, fields, lawns or other improvements by the construction, reconstruction, relocation, modification, operation, patrol, inspection, repair, upgrade, maintenance and/or removal of the Facilities, excepting and excluding trees, shrubbery, brush or other vegetation and also excepting any improvements or other installations placed within the Easement Area without Grantee's advance written determination of compatibility.

Grantee has appointed Great River Energy as the Administrative Agent for Grantee hereunder (the "**Administrative Agent**"). The Administrative Agent, pursuant to the terms and conditions of the Administrative Agent Agreement, is designated to act on behalf of Grantee for certain matters relating to this instrument. Grantor shall rely on the actions of the Administrative Agent as Grantee hereunder until Grantor is notified by the Administrative Agent or Grantee that a new Administrative Agent has been appointed.

The easements and covenants contained in this instrument shall run with and against the described real property. It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that the terms herein may only be modified in writing. This instrument shall be governed by the laws of the State of Minnesota.

This Easement is effective as of _____, 202__.

[SIGNATURE PAGE(S) FOLLOW]

GRANTOR:

Crow Wing County

_____

NAME:

ITS:

NOTARY BLOCK FOR ENTITY ACKNOWLEDGEMENT:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 202_, by _____, as _____ of Crow Wing County Board of Commissioners.

_____
Notary Public

My Commission Expires:_____

Drafted By: Great River Energy
Land Rights Department
12300 Elm Creek Blvd
Maple Grove, MN 55369
(763) 445-5000
(To be returned to same after recording.)

EXHIBIT A

EASEMENT NO. BC-CU-2361

GRANTOR'S PROPERTY

SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF NORTHEAST QUARTER (SW1/4 OF SE1/4 OF NE1/4), SECTION TWENTY-FIVE (25), TOWNSHIP FORTY-SIX (46), RANGE THIRTY (30).

EASEMENT AREA

AN EASEMENT LYING OVER, UNDER, AND ACROSS THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 30 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CROW WING COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 59 MINUTES 07 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 802.07 FEET TO THE POINT OF BEGINNING OF THE AREA TO BE DESCRIBED; THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 07 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 338.03 FEET; THENCE NORTH 07 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 568.49 FEET; THENCE NORTH 07 DEGREES 48 MINUTES 20 SECONDS EAST, A DISTANCE OF 89.96 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 42 MINUTES 47 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 339.02 FEET; THENCE SOUTH 07 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 656.98 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 5.07 ACRES, MORE OR LESS.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT BC-CU-2361
   PROVIDED BY LAND SERVICE COMPANY

Westwood

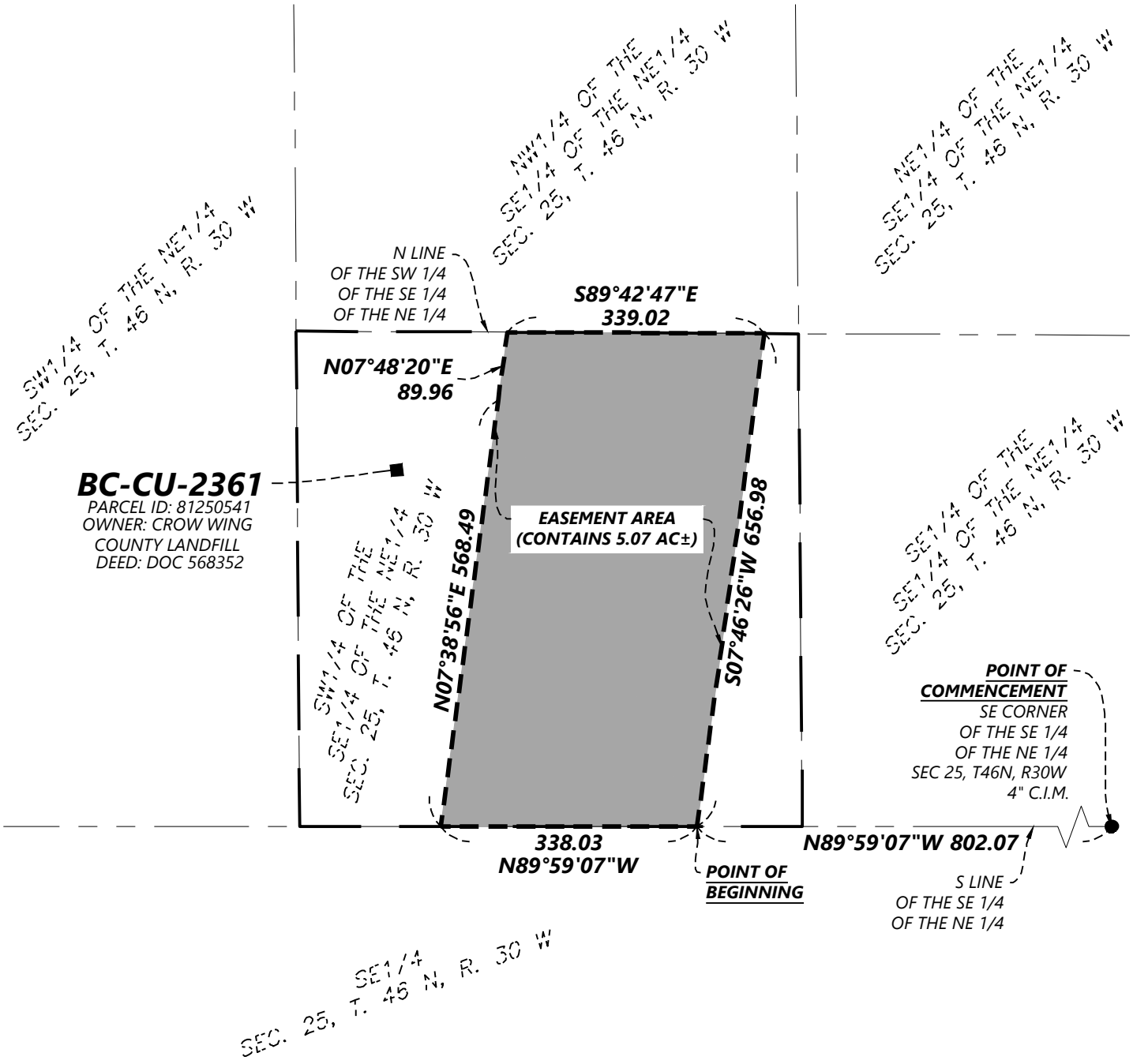
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westwoodps.com

Westwood Professional Services, Inc.

CROW WING COUNTY LANDFILL				
GREAT RIVER ENERGY℠				
WORK ORDER 209517	THE SW 1/4 OF THE SE 1/4 OF THE NE 1/4, SEC 25, T46N, R30W CROW WING COUNTY, MN			
REVISIONS				Drawn By: TFS
	DATE 5/14/26	EXHIBIT A	DWG. NO. BC-CU-2361	

EXHIBIT B

EASEMENT NO. BC-CU-2361



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING: CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT BC-CU-2361 PROVIDED BY LAND SERVICE COMPANY

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Westwood Professional Services, Inc.

CROW WING COUNTY LANDFILL			
GREAT RIVER ENERGY℠			
WORK ORDER 209517	THE SW 1/4 OF THE SE 1/4 OF THE NE 1/4, SEC 25, T46N, R30W CROW WING COUNTY, MN		
REVISIONS			Drawn By: TFS
DATE 5/14/26	EXHIBIT B	DWG. NO. BC-CU-2361	

EXHIBIT A

EASEMENT NO. BC-CU-2362

GRANTOR'S PROPERTY

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION THIRTY-SIX (36), TOWNSHIP FORTY-SIX (46) NORTH, RANGE THIRTY (30) WEST, CROW WING COUNTY, MINNESOTA LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY OF TRUNK HIGHWAY NO. 210 AS SHOWN ON MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-10. EXCEPT THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER, SAID SECTION 36 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 89 DEGREES 56 MINUTES 42 SECONDS WEST, ASSUMED BEARING ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 1251.78 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 18 SECONDS WEST, A DISTANCE OF 104.25 FEET TO THE SOUTHERLY RIGHT OF WAY OF STATE HIGHWAY NO. 210, THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE SOUTH 29 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 60 DEGREES 59 MINUTES 00 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 29 DEGREES 00 MINUTES 40 SECONDS WEST, A DISTANCE OF 250.00 FEET TO SAID SOUTHERLY RIGHT OF WAY; THENCE NORTH 60 DEGREES 59 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

EASEMENT AREA

AN EASEMENT LYING OVER, UNDER, AND ACROSS THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 46 NORTH, RANGE 30 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CROW WING COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 36; THENCE SOUTH 89 DEGREES 45 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 696.74 FEET TO THE POINT OF BEGINNING OF THE AREA TO BE DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES 45 MINUTES 28 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 335.52 FEET; THENCE NORTH 02 DEGREES 05 MINUTES 19 SECONDS WEST, A DISTANCE OF 939.90 FEET; THENCE NORTH 01 DEGREE 55 MINUTES 24 SECONDS WEST, A DISTANCE OF 702.50 FEET; THENCE NORTH 02 DEGREES 13 MINUTES 31 SECONDS WEST, A DISTANCE OF 866.30 FEET; THENCE NORTH 01 DEGREE 58 MINUTES 04 SECONDS WEST, A DISTANCE OF 84.55 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF TRUNK HIGHWAY 210; THENCE NORTH 60 DEGREES 49 MINUTES 46 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 99.36 FEET TO THE NORTH LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 53 MINUTES 33 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 246.90 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 23 SECONDS EAST, A DISTANCE OF 94.06 FEET; THENCE SOUTH 02 DEGREES 05 MINUTES 36 SECONDS EAST, A DISTANCE OF 2546.71 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 20.24 ACRES, MORE OR LESS.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT BC-CU-2362
   PROVIDED BY LAND SERVICE COMPANY

Westwood

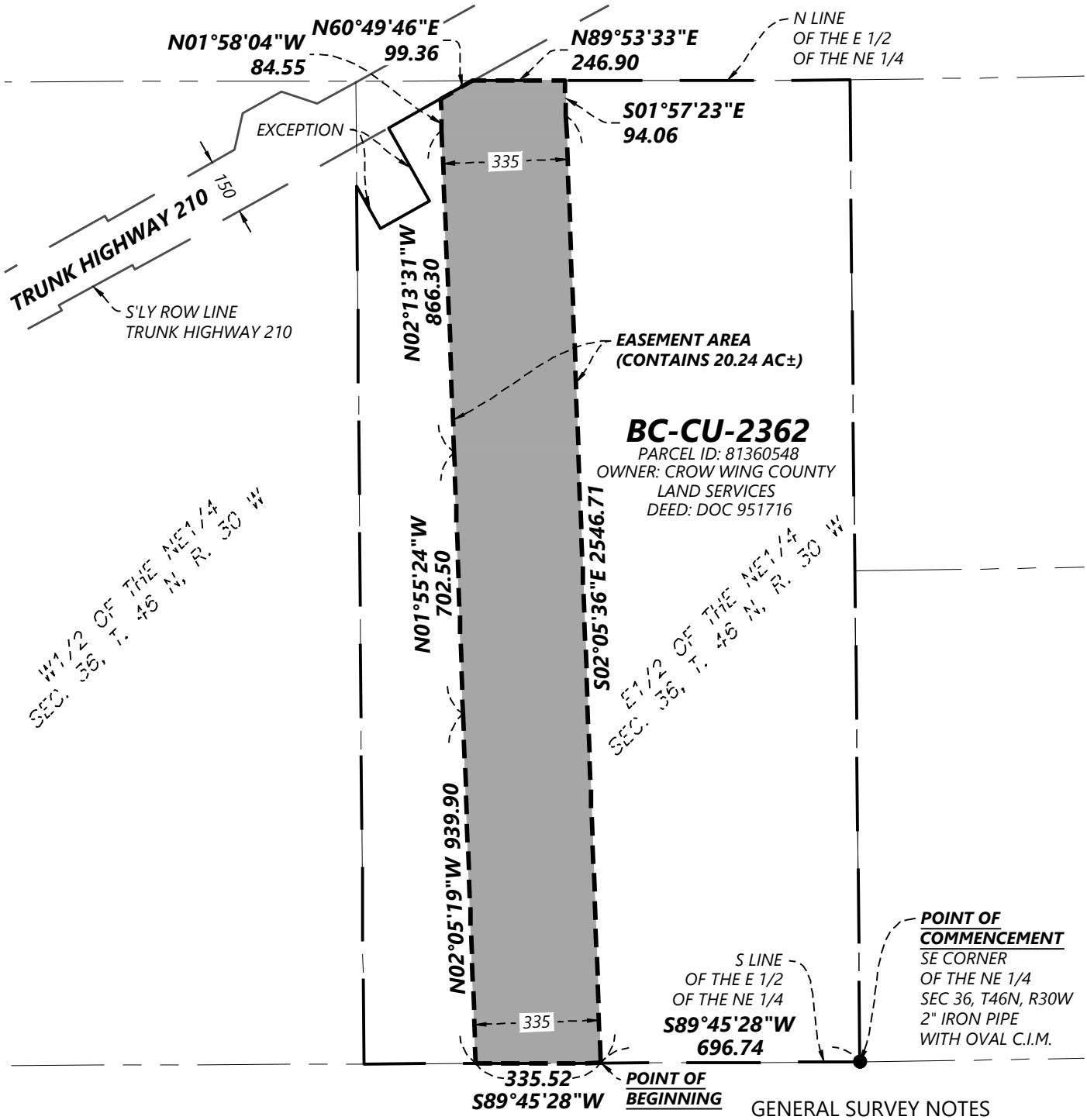
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westwoodps.com

Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES				
GREAT RIVER ENERGY℠				
WORK ORDER 209517	THE E 1/2 OF THE NE 1/4 SEC 36, T46N, R30W CROW WING COUNTY, MN			
REVISIONS				Drawn By: TFS
	DATE 5/4/26	EXHIBIT A	DWG. NO. BC-CU-2362	

EXHIBIT B

EASEMENT NO. BC-CU-2362



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 400'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT BC-CU-2362 PROVIDED BY LAND SERVICE COMPANY

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Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES			
GREAT RIVER ENERGY℠			
WORK ORDER 209517	THE E 1/2 OF THE NE 1/4 SEC 36, T46N, R30W CROW WING COUNTY, MN		
REVISIONS			
	DATE 5/4/26	EXHIBIT B	DWG. NO. BC-CU-2362
			Drawn By: TFS

(Top 3 inches reserved for recording data)

EASEMENT

TRACT NO.: BC-CU-1590, BC-CU-1652, BC-CU-1690, BC-CU-1860, BC-CU-2371, CU-NO-0114, CU-NO-0151, CU-NO-0162, CU-NO-0230, CU-NO-0250, CU-NO-0310, CU-NO-0311, CU-NO-0312, CU-NO-0370

The undersigned, State of Minnesota, and successors and assigns ("**Grantor**"), in consideration of one dollar and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby grant unto **Great River Energy**, a Minnesota cooperative corporation, and Minnesota Power, a division of **ALLETE, Inc.**, a Minnesota corporation, as tenants in common, and their respective successors and assigns ("**Grantee**"), a perpetual and irrevocable easement (the "**Easement**") to construct, reconstruct, relocate, modify, operate, patrol, inspect, repair, upgrade, maintain and/or remove, in whole or in part, electric transmission and/or distribution lines, consisting of one or more circuits, communication lines, poles, towers, structures, wires, anchors, cables, guys, supports, fiber optics, communication equipment and other appurtenances related to the transmission and/or distribution of electrical energy and/or the transmission and distribution of communications data and information of any type whatsoever (collectively, the "**Facilities**") over, under and across certain lands situated in Crow Wing County, Minnesota, described on the attached **Exhibit A** as "**Grantor's Property**." This Easement shall be limited to that certain part of Grantor's Property described as the "**Easement Area**" on the attached **Exhibit B**.

Grantor hereby grants to Grantee an easement to enter upon Grantor's Property to survey and/or locate the Facilities, and an easement for reasonable access over and across Grantor's Property to the Easement Area. Grantee shall have the right to occupy and use Grantor's Property adjoining the Easement Area during the construction, reconstruction, relocation, modification, operation, patrol, inspection, repair, upgrade, maintenance and/or removal of the Facilities.

Subject to Grantee's rights and Grantor's obligations herein, Grantor reserves the right to cultivate, use and occupy the surface of the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein. Grantor shall not perform any act, or cause or permit acts to be done by others, that will interfere with or endanger the Facilities or Grantee's exercise of its rights hereunder. Without limiting the foregoing, Grantor shall not erect or place on the Easement Area any structures, buildings, trees or other objects or improvements, permanent or temporary, or cause or permit any others to do so, without Grantee's prior written approval. Grantor agrees to not materially alter the existing ground elevations in a manner that could interfere with the Facilities or Grantee's rights hereunder or that would result in ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code or any other applicable laws or regulations or other codes or policies. Grantor, its agents or assigns must submit plans of improvements or other installations within the

Easement Area for review and written determination of compatibility by the Administrative Agent for Grantee prior to installation. Grantee may approve such improvements or other installations, with or without conditions, or may deny the same, in the reasonable exercise of its sole discretion. Notwithstanding the foregoing, Grantor may install and maintain typical fencing within the Easement Area that does not interfere with the safe operation of the Facilities; provided, that Grantor shall grant to Grantee access through any locked gates so that Grantee may have adequate access to the Easement Area.

Grantor agrees to execute and deliver to Grantee any additional documents requested by Grantee to amend and/or correct the legal description of the Easement Area to conform to the right of way actually occupied by the Facilities or otherwise as requested by Grantee to accomplish the purposes of this Easement.

Grantor covenants that Grantor is the owner of the Grantor's Property and has the right to convey the easements set forth herein. The Facilities installed and placed by or on behalf of Grantee on Grantor's Property shall remain the property of Grantee. Grantor acknowledges that agreed upon compensation represents payment in full for Grantee's exercise and/or future exercise of Grantee's rights hereunder and that Grantor shall have no further right to compensation except as to payment for actual damages as expressly provided for below.

Grantee shall have the right to remove from the Easement Area, in whole or in part, and in any manner, any structures, buildings or other objects or improvements, and any trees, shrubbery, brush or other vegetation, that, in Grantee's sole opinion, could, at any time, interfere with, impair or otherwise endanger the structural or electrical integrity of the Facilities or otherwise interfere with Grantee's rights hereunder. Grantee shall also have the right to trim, remove, or otherwise control any trees, shrubbery, brush or other vegetation that are located adjacent to the Easement Area that may, in Grantee's opinion, at any time interfere with, impair or otherwise endanger the Facilities.

Grantee may exercise all or any of its rights hereunder at any time, and Grantee's non-use or limited use of any such rights shall not constitute forfeiture of or otherwise limit any such rights. Grantee may assign and/or apportion and/or otherwise enter into agreements with respect to its rights hereunder, in whole or in part, in its sole discretion. Grantee shall also have the rights to permit the attachment of wires of others to the Facilities or any part thereof.

Grantee agrees to pay Grantor for this Easement prior to the construction of Facilities on the Easement Area.

Grantee agrees to pay a reasonable sum for actual damages directly caused to Grantor's crops, fences, roads, fields, lawns or other improvements by the construction, reconstruction, relocation, modification, operation, patrol, inspection, repair, upgrade, maintenance and/or removal of the Facilities, excepting and excluding trees, shrubbery, brush or other vegetation and also excepting any improvements or other installations placed within the Easement Area without Grantee's advance written determination of compatibility.

Grantee has appointed Great River Energy as the Administrative Agent for Grantee hereunder (the "**Administrative Agent**"). The Administrative Agent, pursuant to the terms and conditions of the Administrative Agent Agreement, is designated to act on behalf of Grantee for certain matters relating to this instrument. Grantor shall rely on the actions of the Administrative Agent as Grantee hereunder until Grantor is notified by the Administrative Agent or Grantee that a new Administrative Agent has been appointed.

The easements and covenants contained in this instrument shall run with and against the described real property. It is mutually understood and agreed that this instrument covers all the agreements and stipulations

between the parties and that the terms herein may only be modified in writing. This instrument shall be governed by the laws of the State of Minnesota.

This Easement is effective as of _____, 202__.

[SIGNATURE PAGE(S) FOLLOW]

GRANTOR:

State of Minnesota

BY: Crow Wing County Board of Commissioners

_____

NAME:

ITS:

Notary block for entity acknowledgement:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 202_, by _____, as _____ of Crow Wing County Board of Commissioners.

_____
Notary Public

My Commission Expires:_____

Drafted By: Great River Energy
Land Rights Department
12300 Elm Creek Blvd
Maple Grove, MN 55369
(763) 445-5000
(To be returned to same after recording.)

EXHIBIT A

EASEMENT NO. BC-CU-1590

GRANTOR'S PROPERTY

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION SIX (6), TOWNSHIP FORTY-THREE (43), RANGE TWENTY-NINE (29) CROW WING COUNTY, MINNESOTA.

EASEMENT AREA

THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 29 WEST OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF CROW WING, STATE OF MINNESOTA, LYING 75.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 19 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 23.59 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 00 DEGREES 54 MINUTES 36 SECONDS WEST, A DISTANCE OF 326.51 FEET; THENCE NORTH 01 DEGREE 40 MINUTES 31 SECONDS WEST, A DISTANCE OF 1047.56 FEET; THENCE NORTH 24 DEGREES 20 MINUTES 33 SECONDS EAST, A DISTANCE OF 95.62 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THERE TERMINATING. SAID POINT OF TERMINATION BEARS SOUTH 64 DEGREES 32 MINUTES 07 SECONDS WEST, A DISTANCE OF 2897.41 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 6.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE EAST AND SOUTH LINES OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER.

SAID EASEMENT CONTAINS 3.70 ACRES, MORE OR LESS.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT BC-CU-1590
   PROVIDED BY LAND SERVICE COMPANY

Westwood

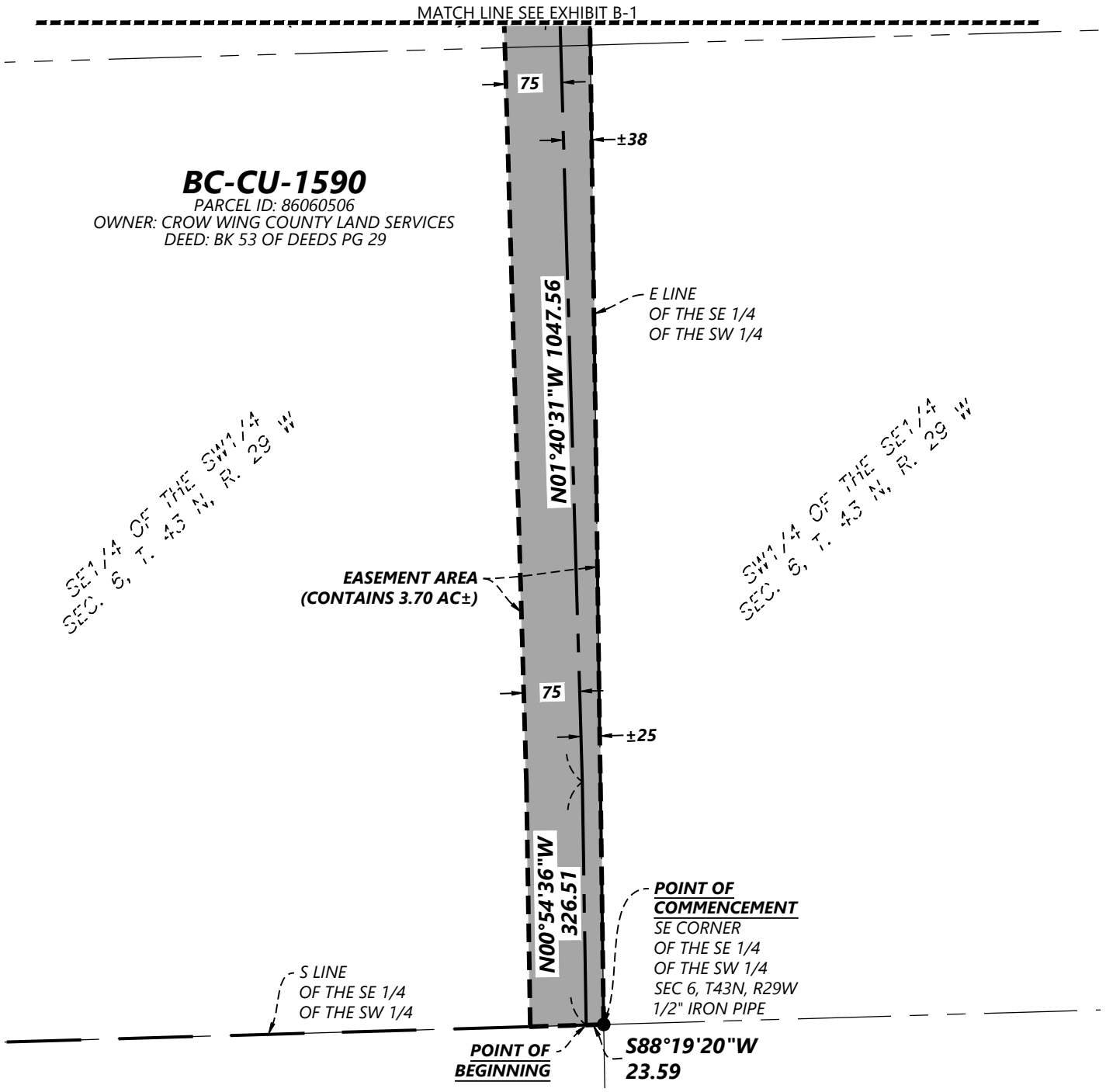
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13341 Cypress Drive, Suite 101
Baxter, MN 56425
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Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES				
GREAT RIVER ENERGY℠				
WORK ORDER 209517	THE NE 1/4 OF THE SW 1/4 AND THE SE 1/4 OF THE SW 1/4 OF SEC 6, T43N, R29W, CROW WING COUNTY, MN			
REVISIONS				Drawn By: TDW
	DATE 5/1/26	EXHIBIT A	DWG. NO. BC-CU-1590	

EXHIBIT B

EASEMENT NO. BC-CU-1590



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT BC-CU-1590
   PROVIDED BY LAND SERVICE COMPANY

Westwood

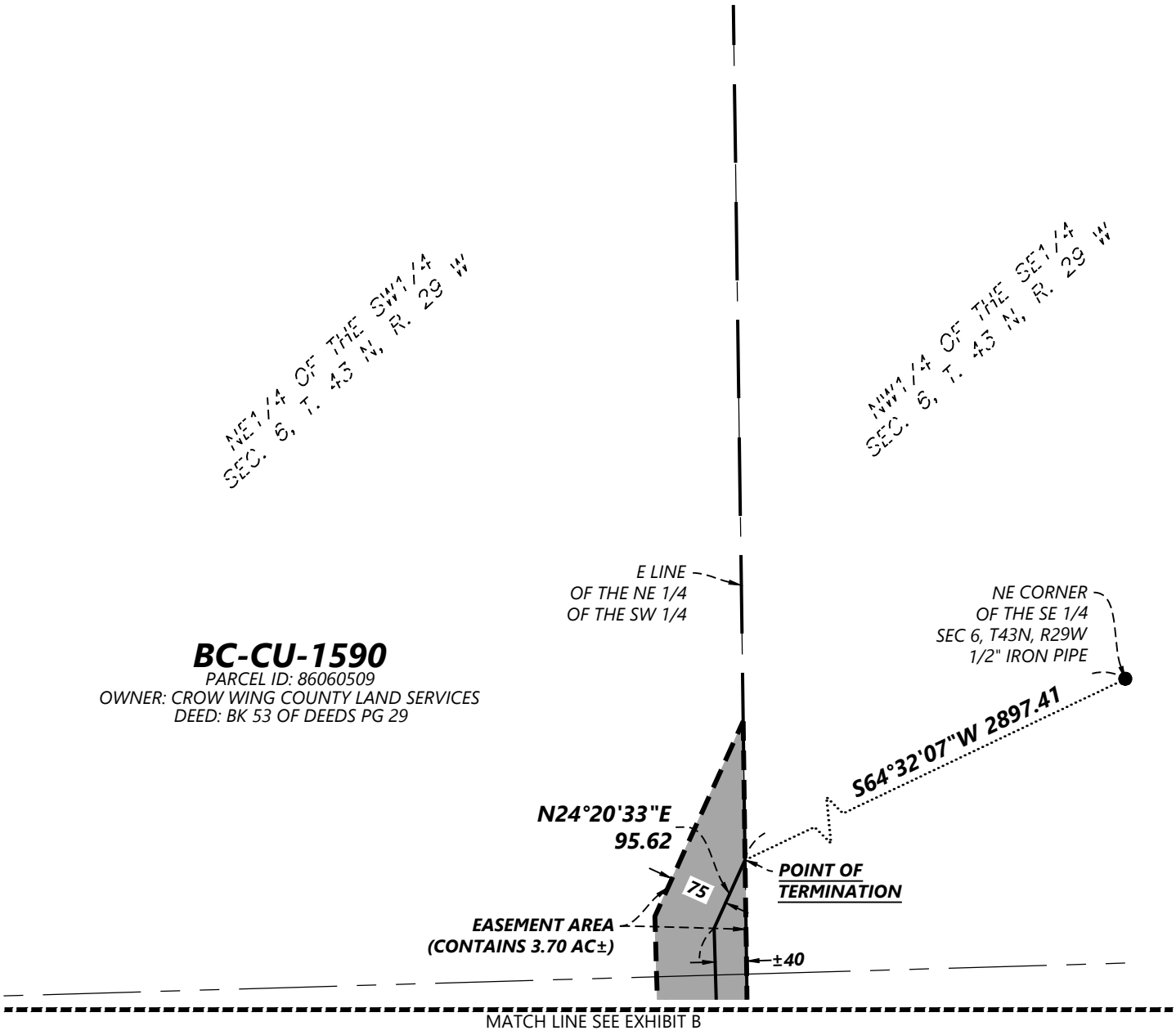
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westwoodps.com

Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES			
GREAT RIVER ENERGY℠			
WORK ORDER 209517	THE NE 1/4 OF THE SW 1/4 AND THE SE 1/4 OF THE SW 1/4 OF SEC 6, T43N, R29W, CROW WING COUNTY, MN		
REVISIONS			Drawn By: TDW
	DATE 5/1/26	EXHIBIT B	DWG. NO. BC-CU-1590

EXHIBIT B-1

EASEMENT NO. BC-CU-1590



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT BC-CU-1590 PROVIDED BY LAND SERVICE COMPANY

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CROW WING COUNTY LAND SERVICES			
GREAT RIVER ENERGY℠			
WORK ORDER 209517	THE NE 1/4 OF THE SW 1/4 AND THE SE 1/4 OF THE SW 1/4 OF SEC 6, T43N, R29W, CROW WING COUNTY, MN		
REVISIONS			Drawn By: TDW
	DATE 5/1/26	EXHIBIT B-1	DWG. NO. BC-CU-1590

EXHIBIT A

EASEMENT NO. BC-CU-1652

GRANTOR'S PROPERTY

PARCEL 1:
SOUTHWEST QUARTER OF SOUTHWEST QUARTER (SW1/4 OF SW1/4), SECTION 29, TOWNSHIP 44, RANGE 29, CROW WING COUNTY, MINNESOTA.

PARCEL 2:
NORTHEAST QUARTER OF NORTHWEST QUARTER (NE1/4 OF NW1/4), SECTION 29, TOWNSHIP 44, RANGE 29, CROW WING COUNTY, MINNESOTA.

EASEMENT AREA

THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 29, TOWNSHIP 44 NORTH, RANGE 29 WEST OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF CROW WING, STATE OF MINNESOTA, LYING 75.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 01 DEGREE 19 MINUTES 18 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 386.09 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 25 DEGREES 38 MINUTES 36 SECONDS EAST, A DISTANCE OF 5423.31 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THERE TERMINATING. SAID POINT OF TERMINATION BEARS SOUTH 89 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 154.50 FEET FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE NORTH AND WEST LINES OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND NORTH AND SOUTH LINES OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER.

SAID EASEMENT CONTAINS 8.60 ACRES, MORE OR LESS.
SAID EASEMENT CONTAINS 8.41 ACRES, MORE OR LESS, EXCLUSIVE OF ROAD RIGHT OF WAY.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT BC-CU-1652
   PROVIDED BY LAND SERVICE COMPANY

Westwood

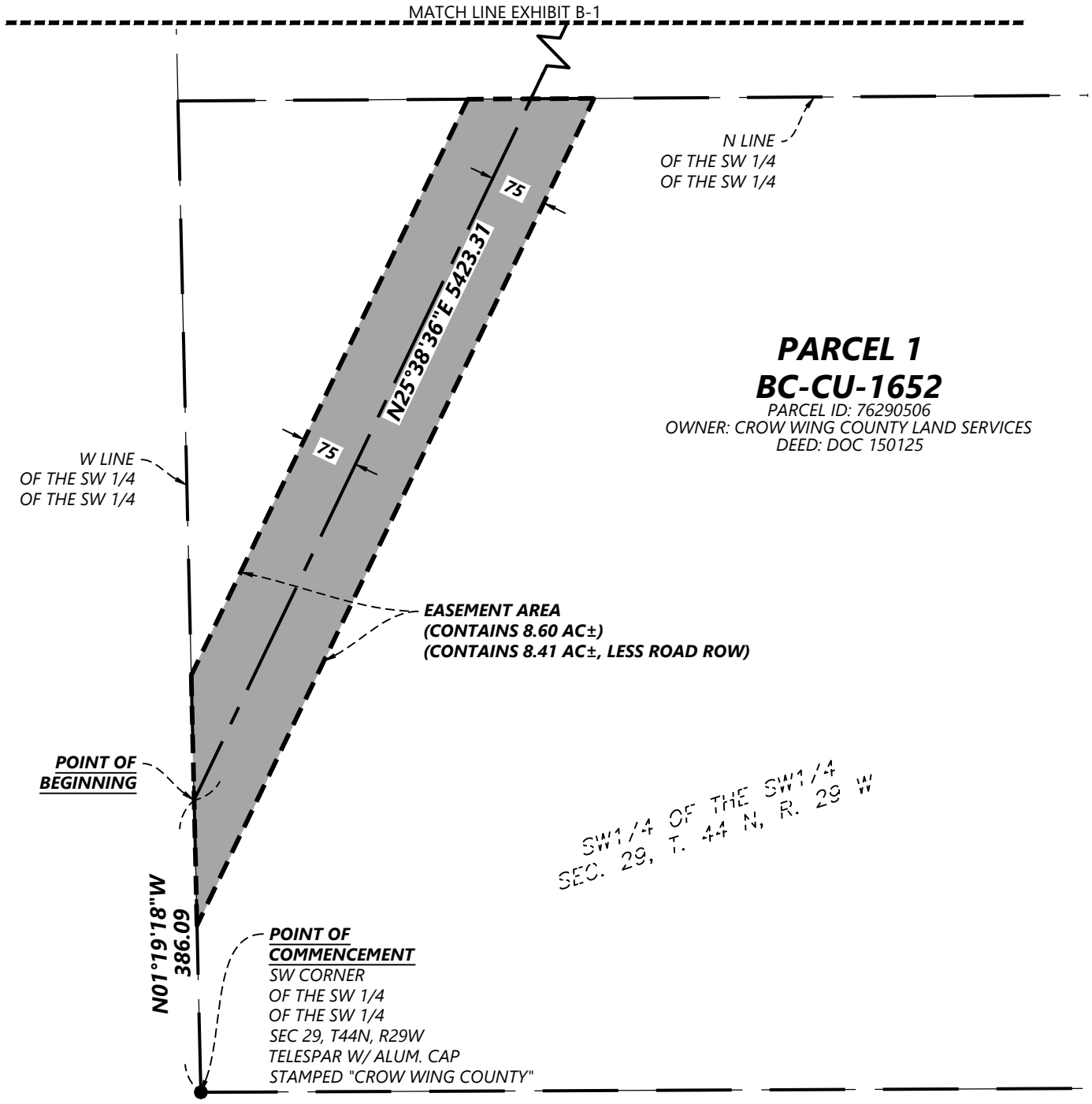
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Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES				
GREAT RIVER ENERGY℠				
WORK ORDER 209517	THE SW 1/4 OF THE SW 1/4 AND THE NE 1/4 OF THE NW 1/4 OF SEC 29, T44N, R29W, CROW WING COUNTY, MN			
REVISIONS				Drawn By: TDW
	DATE 5/5/26	EXHIBIT A	DWG. NO. BC-CU-1652	

EXHIBIT B

EASEMENT NO. BC-CU-1652



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT BC-CU-1652
   PROVIDED BY LAND SERVICE COMPANY

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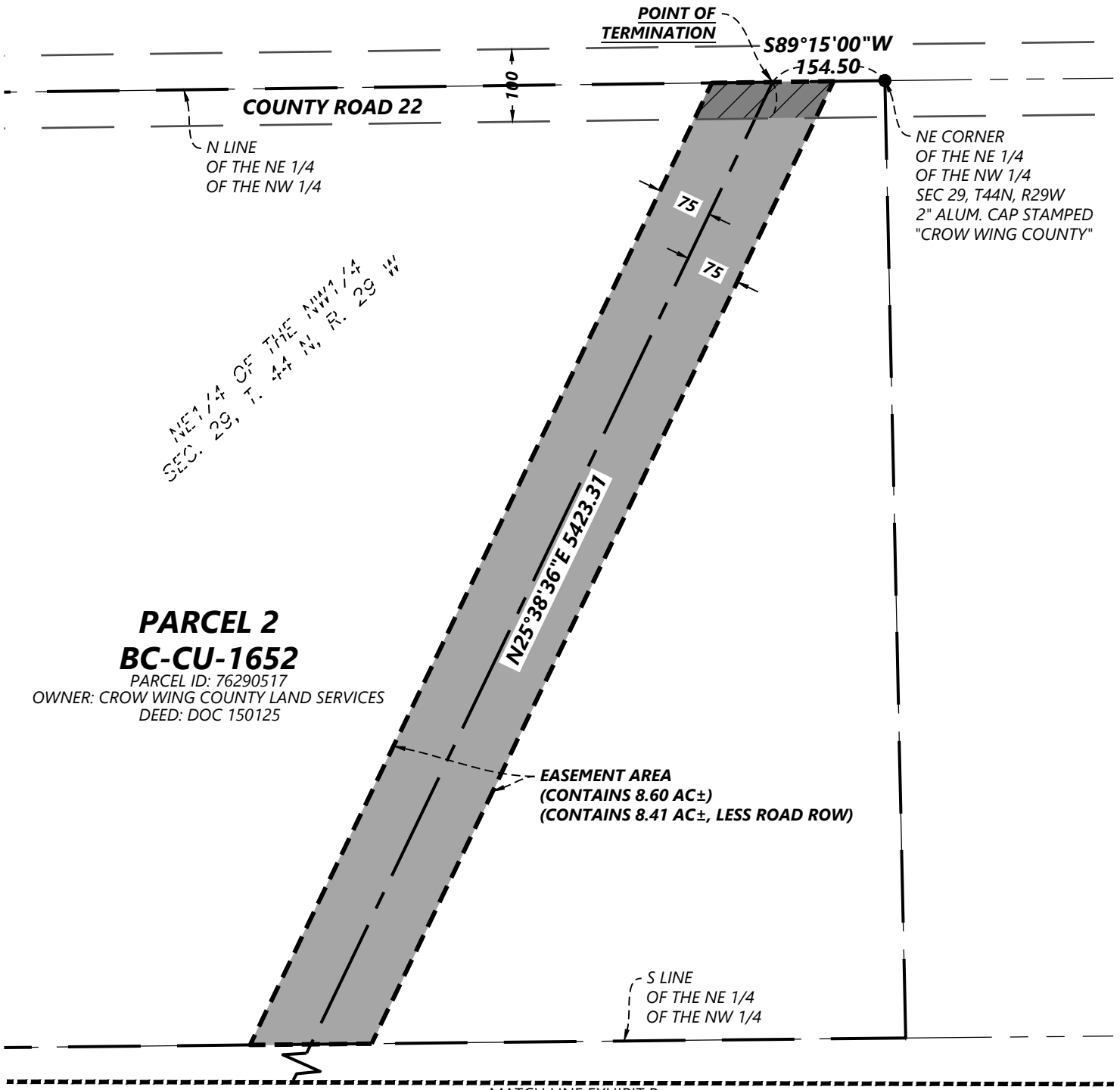
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CROW WING COUNTY LAND SERVICES			
GREAT RIVER ENERGY℠			
WORK ORDER 209517	SW 1/4 OF THE SW 1/4 OF SEC 29, T44N, R29W CROW WING COUNTY, MN		
REVISIONS			Drawn By: TDW
DATE 5/5/26	EXHIBIT B	DWG. NO. BC-CU-1652	

EXHIBIT B-1

EASEMENT NO. BC-CU-1652



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
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   PROVIDED BY LAND SERVICE COMPANY

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CROW WING COUNTY LAND SERVICES			
GREAT RIVER ENERGY℠			
WORK ORDER 209517	NE 1/4 OF THE NW 1/4 OF SEC 29, T44N, R29W CROW WING COUNTY, MN		Drawn By: TDW
REVISIONS			
	DATE 5/5/26	EXHIBIT B-1	DWG. NO. BC-CU-1652

EXHIBIT A

EASEMENT NO. BC-CU-1690

GRANTOR'S PROPERTY

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 29, TOWNSHIP 44, RANGE 29, CROW WING COUNTY, MINNESOTA.

EASEMENT AREA

THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 29 WEST OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF CROW WING, STATE OF MINNESOTA, LYING 75.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREE 19 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1310.77 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 38 MINUTES 32 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 466.51 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 25 DEGREES 38 MINUTES 36 SECONDS EAST, A DISTANCE OF 2925.77 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THERE TERMINATING. SAID POINT OF TERMINATION BEARS SOUTH 30 DEGREES 47 MINUTES 11 SECONDS WEST, A DISTANCE OF 1543.76 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER.

SAID EASEMENT CONTAINS 10.08 ACRES, MORE OR LESS.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT BC-CU-1690
   PROVIDED BY LAND SERVICE COMPANY

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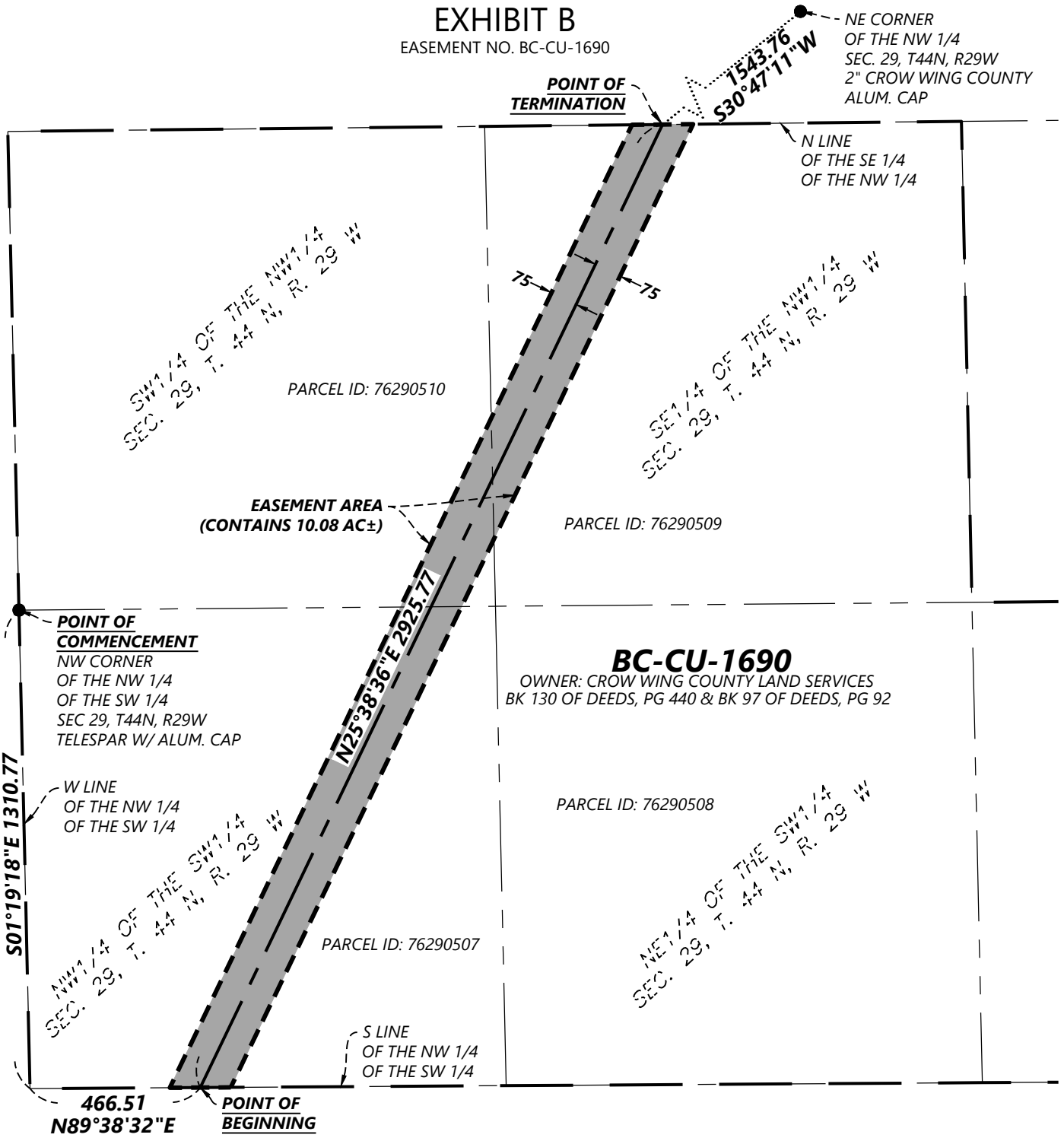
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CROW WING COUNTY LAND SERVICES			
GREAT RIVER ENERGY℠			
WORK ORDER 209517	SW 1/4 OF THE NW 1/4, SE 1/4 OF THE NW 1/4, NW 1/4 OF THE SW 1/4, SEC 29, T44N, R29W, CROW WING COUNTY, MN		Drawn By: TDW
REVISIONS	DATE 5/1/26	EXHIBIT A	DWG. NO. BC-CU-1690

EXHIBIT B

EASEMENT NO. BC-CU-1690



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 400'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT BC-CU-1690
   PROVIDED BY LAND SERVICE COMPANY

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Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES

GREAT RIVER ENERGY℠

WORK ORDER 209517	SW 1/4 OF THE NW 1/4, SE 1/4 OF THE NW 1/4, NW 1/4 OF THE SW 1/4, SEC 29, T44N, R29W, CROW WING COUNTY, MN	
REVISIONS		
	DATE 5/1/26	EXHIBIT B
		DWG. NO. BC-CU-1690

Drawn By: TDW

EXHIBIT A

EASEMENT NO. BC-CU-1860

GRANTOR'S PROPERTY

PARCEL 1:
THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE 1/4 SW 1/4), SECTION FOUR (4), TOWNSHIP FORTY-FOUR (44), RANGE TWENTY-NINE (29), CROW WING COUNTY, MINNESOTA
PARCEL 2:
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE 1/4 SW 1/4), SECTION FOUR (4), TOWNSHIP FORTY-FOUR (44), RANGE TWENTY-NINE (29), CROW WING COUNTY, MINNESOTA.

EASEMENT AREA

THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 44 NORTH, RANGE 29 WEST OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF CROW WING, STATE OF MINNESOTA, LYING 75.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 35 MINUTES 22 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 9.85 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 00 DEGREES 33 MINUTES 54 SECONDS WEST, A DISTANCE OF 1311.24 FEET; THENCE NORTH 25 DEGREES 21 MINUTES 46 SECONDS WEST, A DISTANCE OF 1479.89 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER AND THERE TERMINATING. SAID POINT OF TERMINATION BEARS NORTH 89 DEGREES 12 MINUTES 14 SECONDS EAST, A DISTANCE OF 2022.30 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE NORTH, SOUTH, AND EAST LINES OF SAID SOUTHWEST QUARTER.

SAID EASEMENT CONTAINS 7.03 ACRES, MORE OR LESS.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT BC-CU-1860
   PROVIDED BY LAND SERVICE COMPANY

Westwood

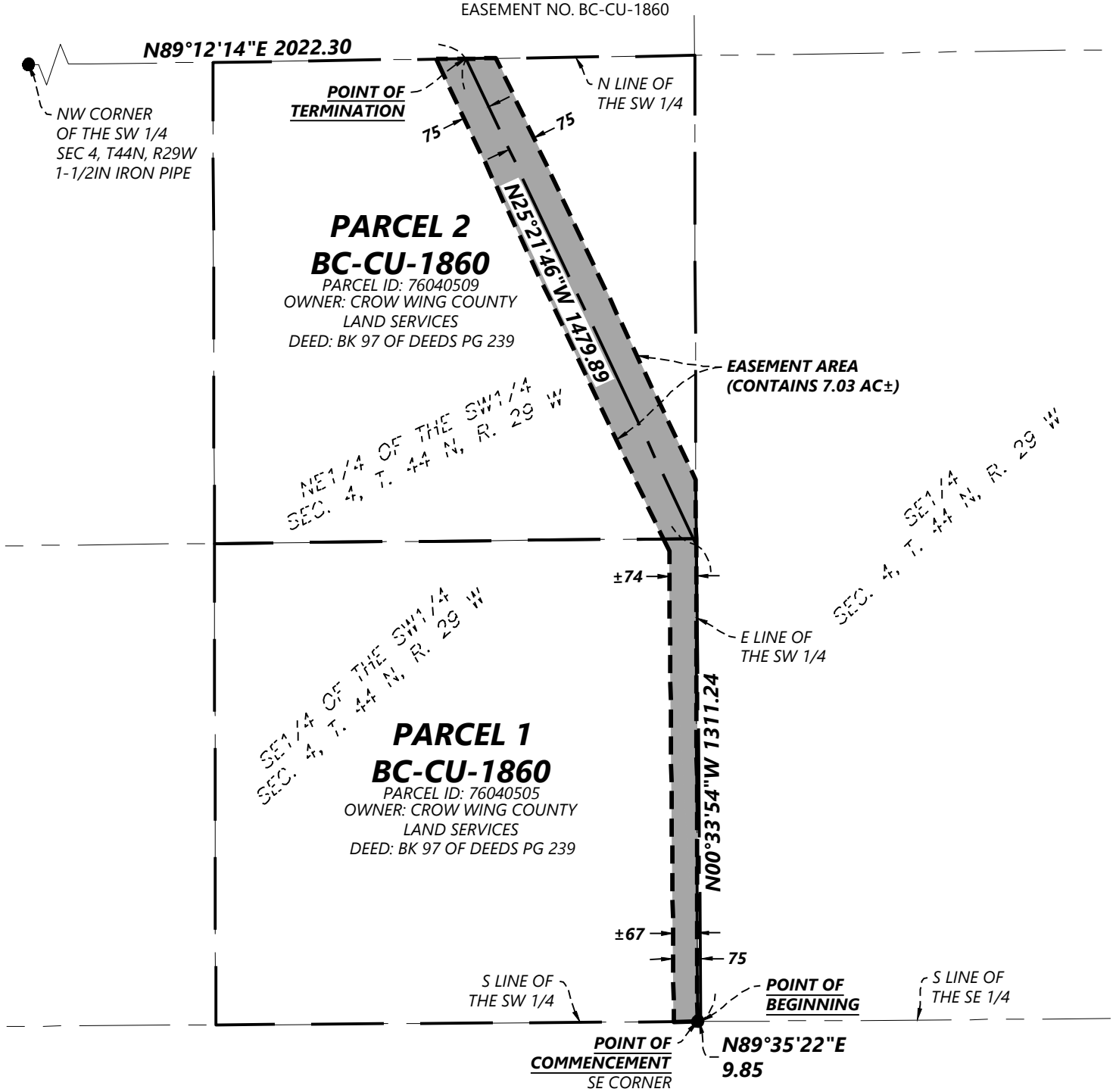
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Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES				
GREAT RIVER ENERGY℠				
WORK ORDER 209517	THE E 1/2 OF THE SW 1/4 OF SEC 4, T44N, R29W CROW WING COUNTY, MN			
REVISIONS				Drawn By: TFS
	DATE 5/14/26	EXHIBIT A	DWG. NO. BC-CU-1860	

EXHIBIT B

EASEMENT NO. BC-CU-1860



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 400'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT BC-CU-1860
   PROVIDED BY LAND SERVICE COMPANY

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Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES

GREAT RIVER ENERGY SM

WORK ORDER 209517	THE E 1/2 OF THE SW 1/4 OF SEC 4, T44N, R29W CROW WING COUNTY, MN	
REVISIONS	DATE 5/14/26	EXHIBIT B
		DWG. NO. BC-CU-1860

Drawn By: TFS

EXHIBIT A

EASEMENT NO. BC-CU-2371

GRANTOR'S PROPERTY

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE 1/4 NE 1/4); THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE 1/4 NE 1/4), EXCEPT THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER THEREOF (SW 1/4 SE 1/4 NE 1/4); AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE 1/4 SE 1/4), SECTION TWENTY-FIVE (25), TOWNSHIP FORTY-SIX (46) NORTH, RANGE THIRTY (30) WEST OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF CROW WING, STATE OF MINNESOTA.

EXCEPT:

SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF NORTHEAST QUARTER (SW1/4 OF SE1/4 OF NE1/4), SECTION TWENTY-FIVE (25), TOWNSHIP FORTY-SIX (46), RANGE THIRTY (30).

EASEMENT AREA

AN EASEMENT LYING OVER, UNDER, AND ACROSS THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 30 WEST OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF CROW WING, STATE OF MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 53 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 423.21 FEET TO THE POINT OF BEGINNING OF THE AREA TO BE DESCRIBED; THENCE SOUTH 07 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 1965.53 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 42 MINUTES 47 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 339.02 FEET; THENCE NORTH 07 DEGREES 48 MINUTES 20 SECONDS EAST, A DISTANCE OF 1970.55 FEET TO SAID NORTH LINE; THENCE SOUTH 88 DEGREES 53 MINUTES 35 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 337.33 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 15.16 ACRES, MORE OR LESS.

AND ALSO

AN EASEMENT LYING OVER, UNDER, AND ACROSS THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 30 WEST OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF CROW WING, STATE OF MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 59 MINUTES 07 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 802.07 FEET TO THE POINT OF BEGINNING OF THE AREA TO BE DESCRIBED; THENCE SOUTH 07 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 242.00 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 23 SECONDS EAST, A DISTANCE OF 1078.85 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 57 MINUTES 13 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 335.58 FEET; THENCE NORTH 01 DEGREE 58 MINUTES 04 SECONDS WEST, A DISTANCE OF 1089.26 FEET; THENCE NORTH 07 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 231.81 FEET TO SAID NORTH LINE; THENCE SOUTH 89 DEGREES 59 MINUTES 07 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 338.03 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 10.17 ACRES, MORE OR LESS.

TOTAL EASEMENT ON "GRANTOR'S PROPERTY" CONTAINS 25.33 ACRES, MORE OR LESS.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT BC-CU-2371
   PROVIDED BY LAND SERVICE COMPANY

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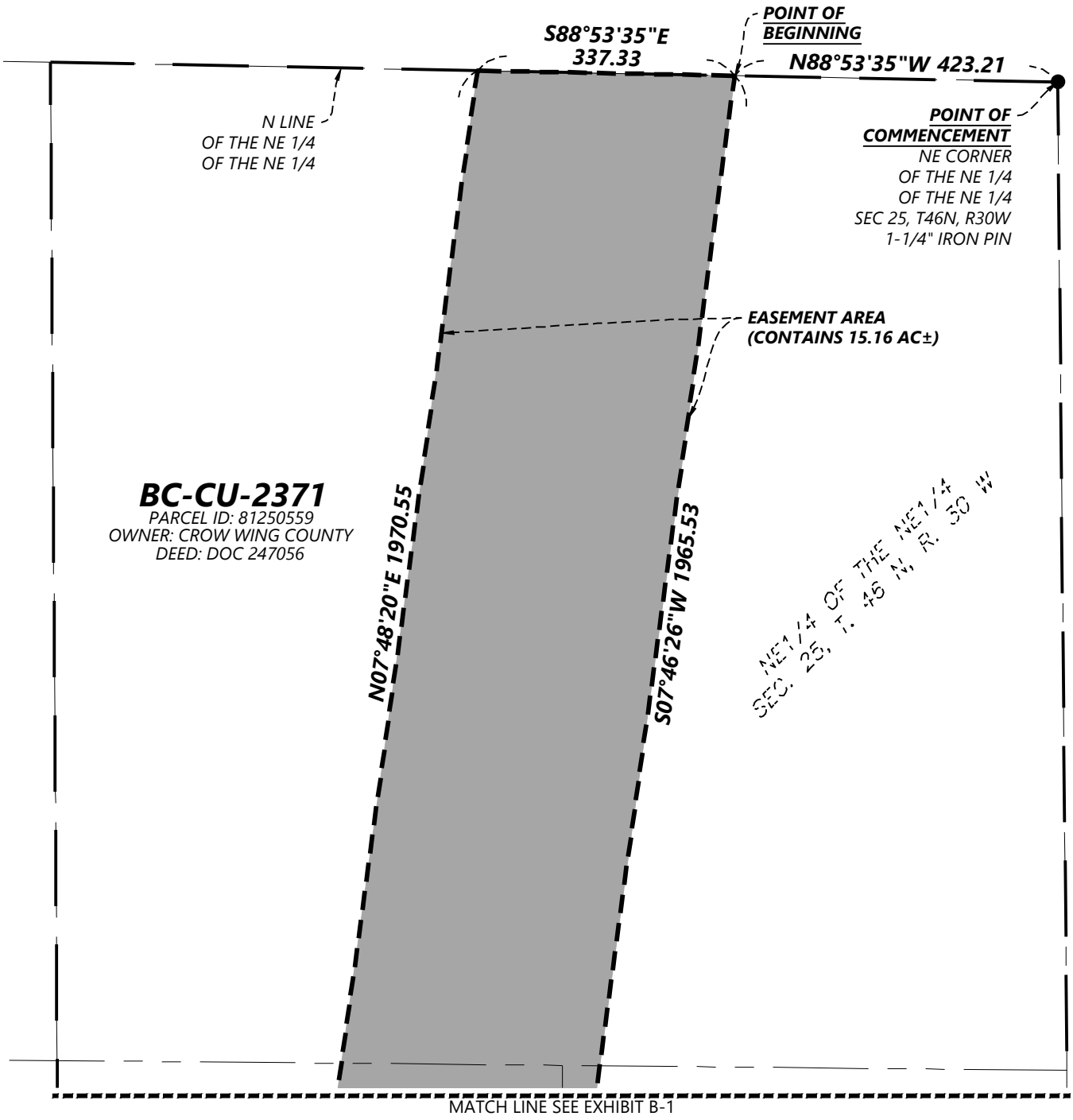
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Toll Free (800) 270-9495
13341 Cypress Drive, Suite 101
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Westwood Professional Services, Inc.

CROW WING COUNTY				
GREAT RIVER ENERGY ℠				
WORK ORDER 209517	PART OF THE E 1/2 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4, SEC 25, T46N, R30W, CROW WING COUNTY, MN			Drawn By: TFS
REVISIONS	DATE 5/14/26	EXHIBIT A	DWG. NO. BC-CU-2371	

EXHIBIT B

EASEMENT NO. BC-CU-2371



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING: CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT BC-CU-2371 PROVIDED BY LAND SERVICE COMPANY

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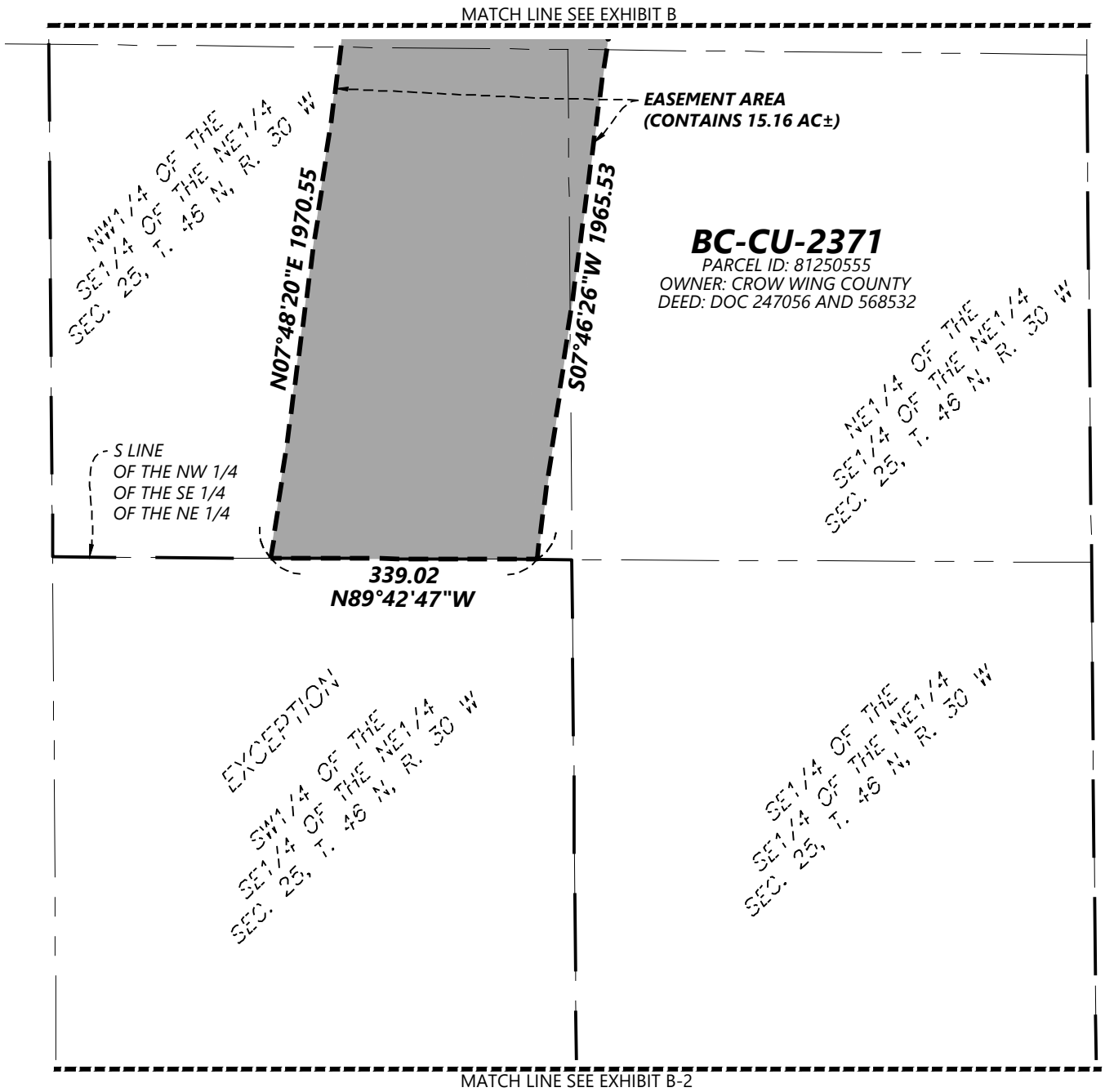
Phone (214) 473-4640
Toll Free (888) 937-5150
2805 Dallas Parkway, Suite #150
Plano, TX 75093
westwoodps.com

Westwood Development Consultants, LLC

CROW WING COUNTY			
GREAT RIVER ENERGY℠			
WORK ORDER 209517	PART OF THE E 1/2 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4, SEC 25, T46N, R30W, CROW WING COUNTY, MN		
REVISIONS			Drawn By: TFS
	DATE 5/14/26	EXHIBIT B	DWG. NO. BC-CU-2371

EXHIBIT B-1

EASEMENT NO. BC-CU-2371



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT BC-CU-2371 PROVIDED BY LAND SERVICE COMPANY

Westwood

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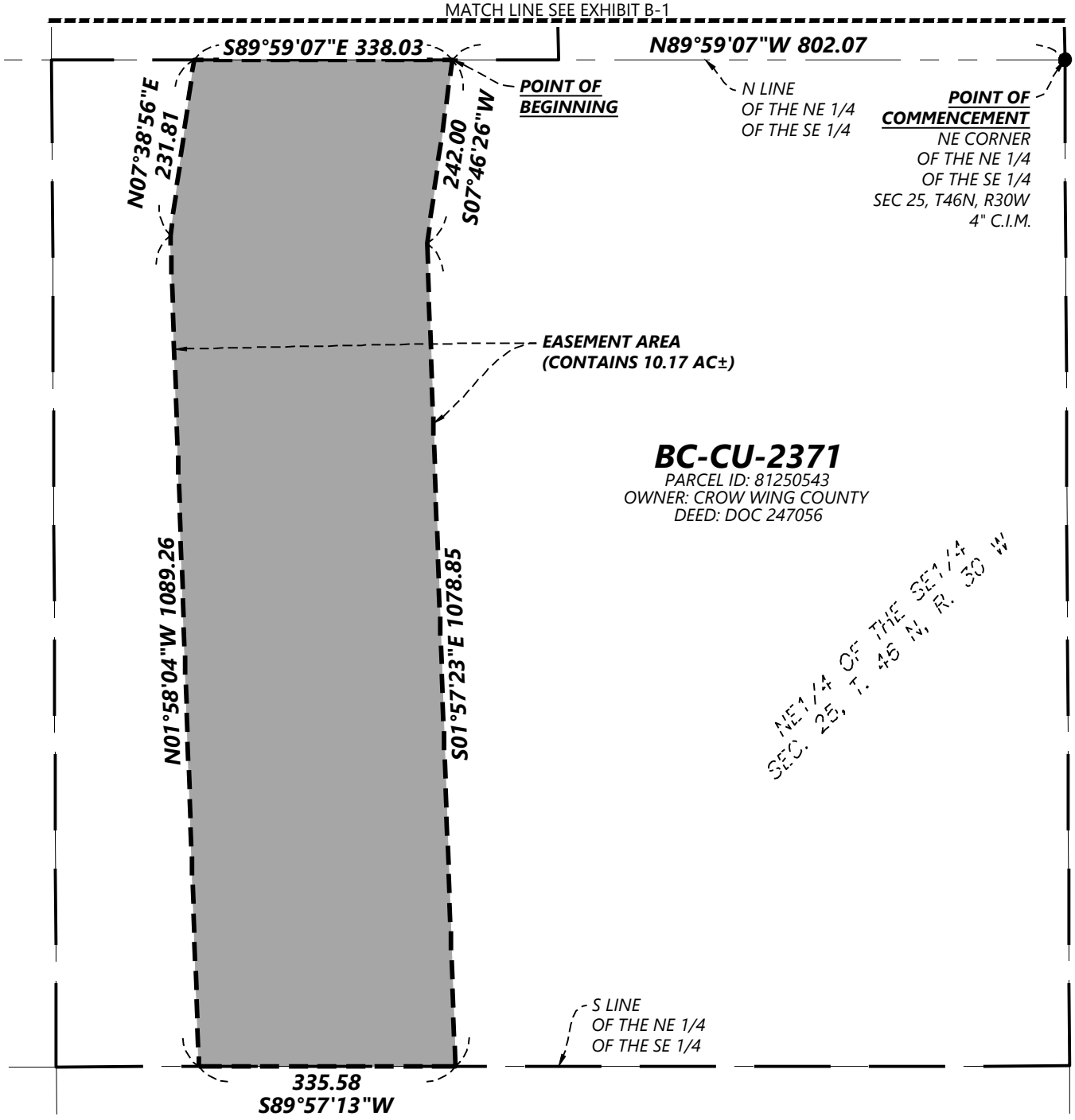
CROW WING COUNTY

GREAT RIVER ENERGY ℠

WORK ORDER	PART OF THE E 1/2 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4, SEC 25, T46N, R30W, CROW WING COUNTY, MN
209517	
REVISIONS	
DATE 5/14/26	EXHIBIT B-1
DWG. NO. BC-CU-2371	Drawn By: TFS

EXHIBIT B-2

EASEMENT NO. BC-CU-2371



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING: CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT BC-CU-2371 PROVIDED BY LAND SERVICE COMPANY

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CROW WING COUNTY				
GREAT RIVER ENERGY℠				
WORK ORDER 209517	PART OF THE E 1/2 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4, SEC 25, T46N, R30W, CROW WING COUNTY, MN			
REVISIONS				Drawn By: TFS
	DATE 5/14/26	EXHIBIT B-2	DWG. NO. BC-CU-2371	

EXHIBIT A

EASEMENT NO. CU-NO-0114

GRANTOR'S PROPERTY

THAT PART OF GOVERNMENT LOT THREE (3), SECTION EIGHTEEN (18), LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE 66.00 FOOT WIDE TOWNSHIP ROAD AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE1/4 OF SW1/4) OF SECTION SEVEN (7), ALL IN TOWNSHIP FORTY-SIX (46) NORTH, RANGE TWENTY-NINE (29) WEST, CROW WING COUNTY, MINNESOTA.

EASEMENT AREA

THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN PART OF GOVERNMENT LOT 3 OF SECTION 18, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, ALL IN TOWNSHIP 46 NORTH, RANGE 29 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CROW WING COUNTY, LYING 75.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF ART TAYLOR'S RABBIT HILLS 1ST ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 88 DEGREES 56 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 264.29 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 24 DEGREES 37 MINUTES 09 SECONDS EAST, A DISTANCE OF 1385.97 FEET; THENCE NORTH 24 DEGREES 28 MINUTES 37 SECONDS EAST, A DISTANCE OF 929.56 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THERE TERMINATING. SAID POINT OF TERMINATION BEARS NORTH 13 DEGREES 25 MINUTES 25 SECONDS EAST, A DISTANCE OF 782.93 FEET FROM THE WITNESS CORNER TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE SOUTH LINE OF SAID GOVERNMENT LOT 3, THE WESTERLY RIGHT OF WAY LINE OF BLUEGILL ROAD, AND THE SOUTH AND EAST LINES OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER.

SAID EASEMENT CONTAINS 6.98 ACRES, MORE OR LESS.
SAID EASEMENT CONTAINS 6.97 ACRES, MORE OR LESS, EXCLUSIVE OF ROAD RIGHT OF WAY.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT CU-NO-0114
   PROVIDED BY LAND SERVICE COMPANY

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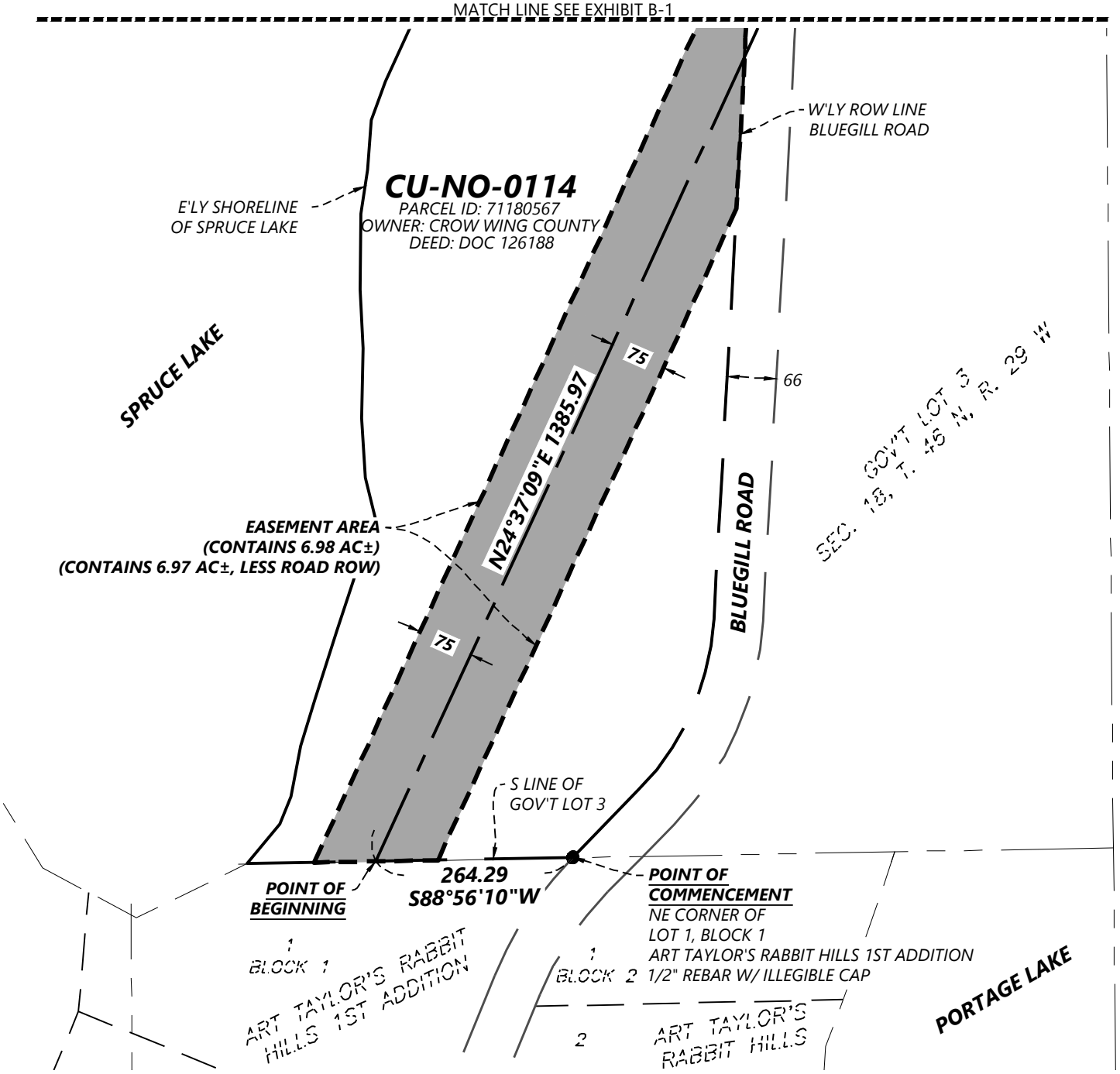
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Westwood Professional Services, Inc.

CROW WING COUNTY				
GREAT RIVER ENERGY ℠				
WORK ORDER 209897	PART OF GOV'T LOT 3, SEC 18, AND THE SE 1/4 OF THE SW 1/4, SEC 7, T46N, R29W, CROW WING COUNTY, MN			
REVISIONS				Drawn By: TFS
	DATE 5/19/26	EXHIBIT A	DWG. NO. CU-NO-0114	

EXHIBIT B

EASEMENT NO. CU-NO-0114



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
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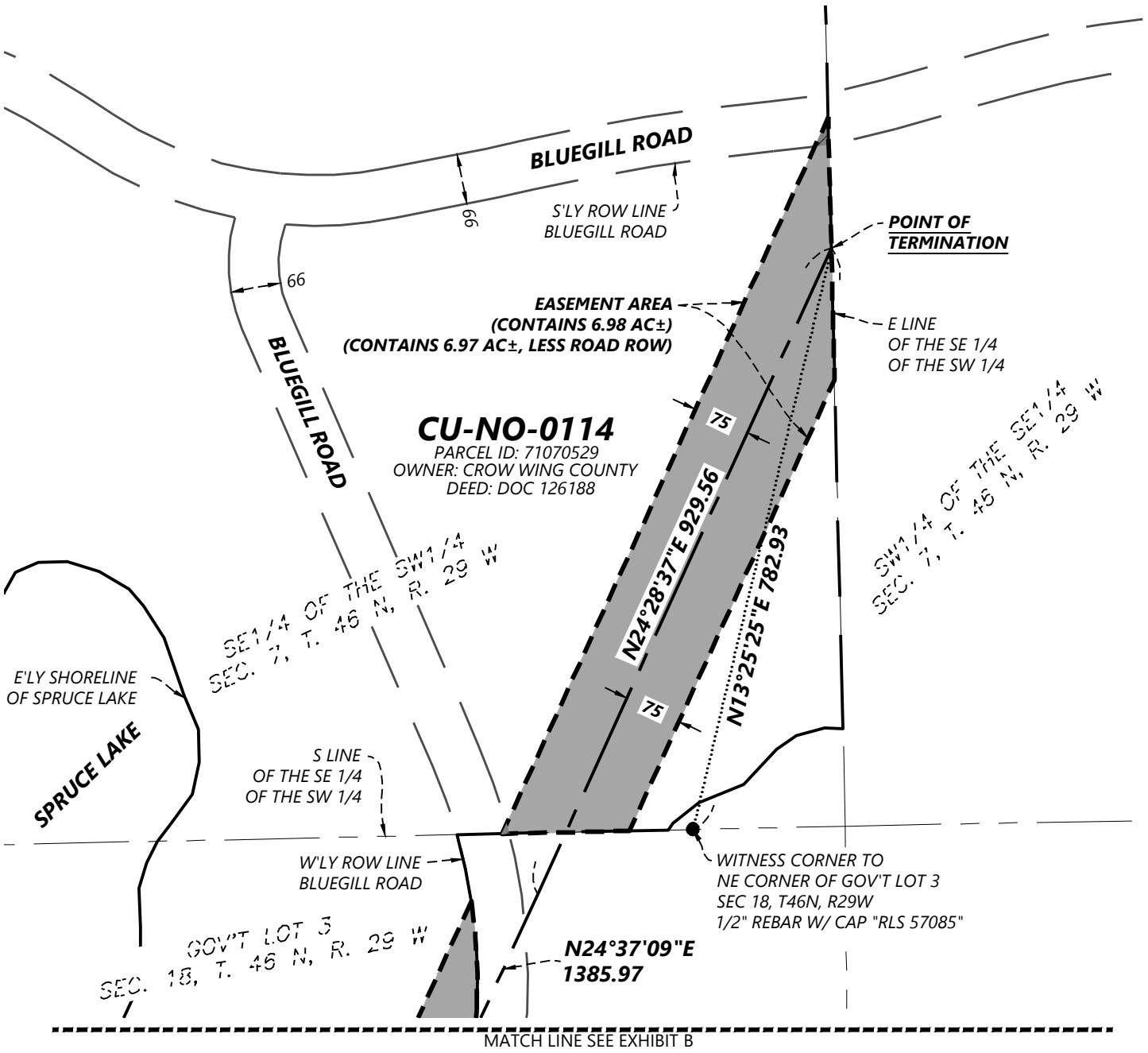
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CROW WING COUNTY			
GREAT RIVER ENERGY℠			
WORK ORDER 209897	PART OF GOV'T LOT 3, SEC 18, T46N, R29W, CROW WING COUNTY, MN		
REVISIONS			Drawn By: TFS
DATE 5/19/26	EXHIBIT B	DWG. NO. CU-NO-0114	

EXHIBIT B-1

EASEMENT NO. CU-NO-0114



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT CU-NO-0114 PROVIDED BY LAND SERVICE COMPANY

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CROW WING COUNTY			
GREAT RIVER ENERGY℠			
WORK ORDER 209897	PART OF GOV'T LOT 3, SEC 18, AND THE SE 1/4 OF THE SW 1/4, SEC 7, T46N, R29W, CROW WING COUNTY, MN		
REVISIONS			Drawn By: TFS
DATE 5/19/26	EXHIBIT B-1	DWG. NO. CU-NO-0114	

EXHIBIT A

EASEMENT NO. CU-NO-0151

GRANTOR'S PROPERTY

GOVERNMENT LOT 4 OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 29 WEST, CROW WING COUNTY, MINNESOTA.

AND

GOVERNMENT LOT 4 OF SECTION 7, TOWNSHIP 46 NORTH, RANGE 29 WEST, CROW WING COUNTY, MINNESOTA.

EASEMENT AREA

AN EASEMENT LYING OVER, UNDER, AND ACROSS THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN GOVERNMENT LOT 4 OF SECTION 7, AND GOVERNMENT LOT 4 OF SECTION 18, ALL IN TOWNSHIP 46 NORTH, RANGE 29 WEST OF THE FOURTH PRINCIPAL MERIDIAN, CROW WING COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WITNESS CORNER TO THE NORTHEAST CORNER OF GOVERNMENT LOT 3 OF SAID SECTION 18; THENCE SOUTH 88 DEGREES 45 MINUTES 07 SECONDS WEST ALONG THE NORTH LINE OF GOVERNMENT LOT 3 OF SAID SECTION 18 AND SAID GOVERNMENT LOT 4, A DISTANCE OF 1469.42 FEET TO THE POINT OF BEGINNING OF THE AREA TO BE DESCRIBED; THENCE SOUTH 08 DEGREES 15 MINUTES 22 SECONDS WEST ALONG THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 310.00 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A; THENCE NORTH 08 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 310.00 FEET TO THE TO NORTH LINE OF SAID LOT 4 ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 08 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 167.93 FEET; THENCE NORTH 06 DEGREES 56 MINUTES 56 SECONDS EAST, A DISTANCE OF 992.78 FEET; THENCE NORTH 07 DEGREES 30 MINUTES 39 SECONDS EAST, A DISTANCE OF 180.00 FEET TO THE NORTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 7; THENCE SOUTH 88 DEGREES 51 MINUTES 12 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 211.14 FEET; THENCE SOUTH 07 DEGREES 21 MINUTES 59 SECONDS WEST, A DISTANCE OF 1520.00 FEET TO A POINT THAT BEARS NORTH 57 DEGREES 07 MINUTES 05 SECONDS WEST, A DISTANCE OF 230.67 FEET FROM SAID "POINT A" AND THERE TERMINATING.

THE SIDELINES ARE TO BE PROLONGED OR SHORTENED AT THE SHORELINE OF SPRUCE LAKE AND SAID AREA TO BE BOUNDED ON THE SOUTH BY SAID SHORELINE.

SAID EASEMENT CONTAINS 8.00 ACRES, MORE OR LESS.
SAID EASEMENT CONTAINS 7.83 ACRES, MORE OR LESS, EXCLUSIVE OF ROAD RIGHT OF WAY.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT CU-NO-0151
   PROVIDED BY LAND SERVICE COMPANY

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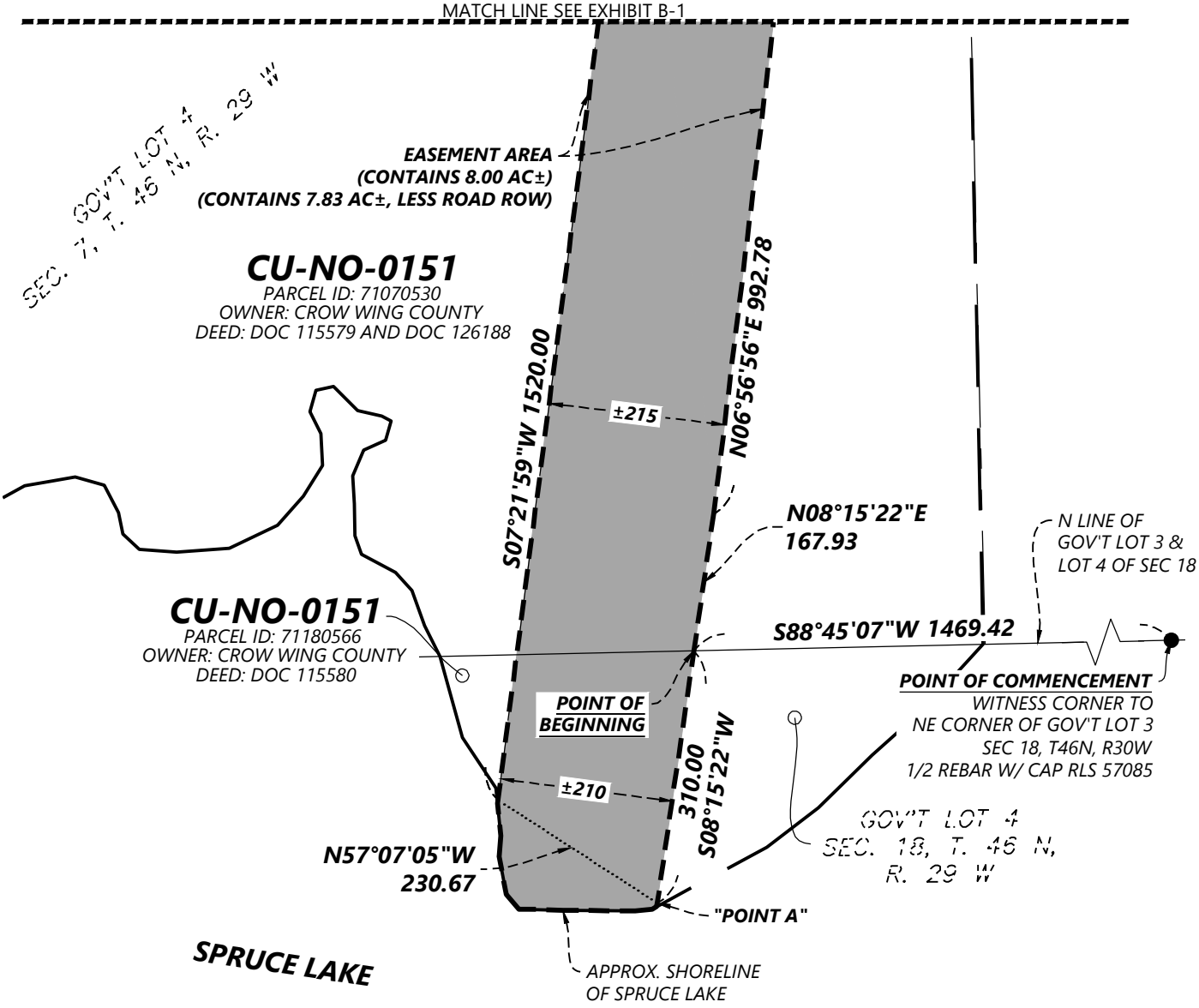
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Westwood Professional Services, Inc.

CROW WING COUNTY				
GREAT RIVER ENERGY ℠				
WORK ORDER 209517	GOV'T LOT 4 OF SEC 18, T46N, R29W, GOV'T LOT 4 OF SEC 7, T46N, R29W CROW WING COUNTY, MN			
REVISIONS				Drawn By: KDH
	DATE 5/21/26	EXHIBIT A	DWG. NO. CU-NO-0151	

EXHIBIT B

EASEMENT NO. CU-NO-0151



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
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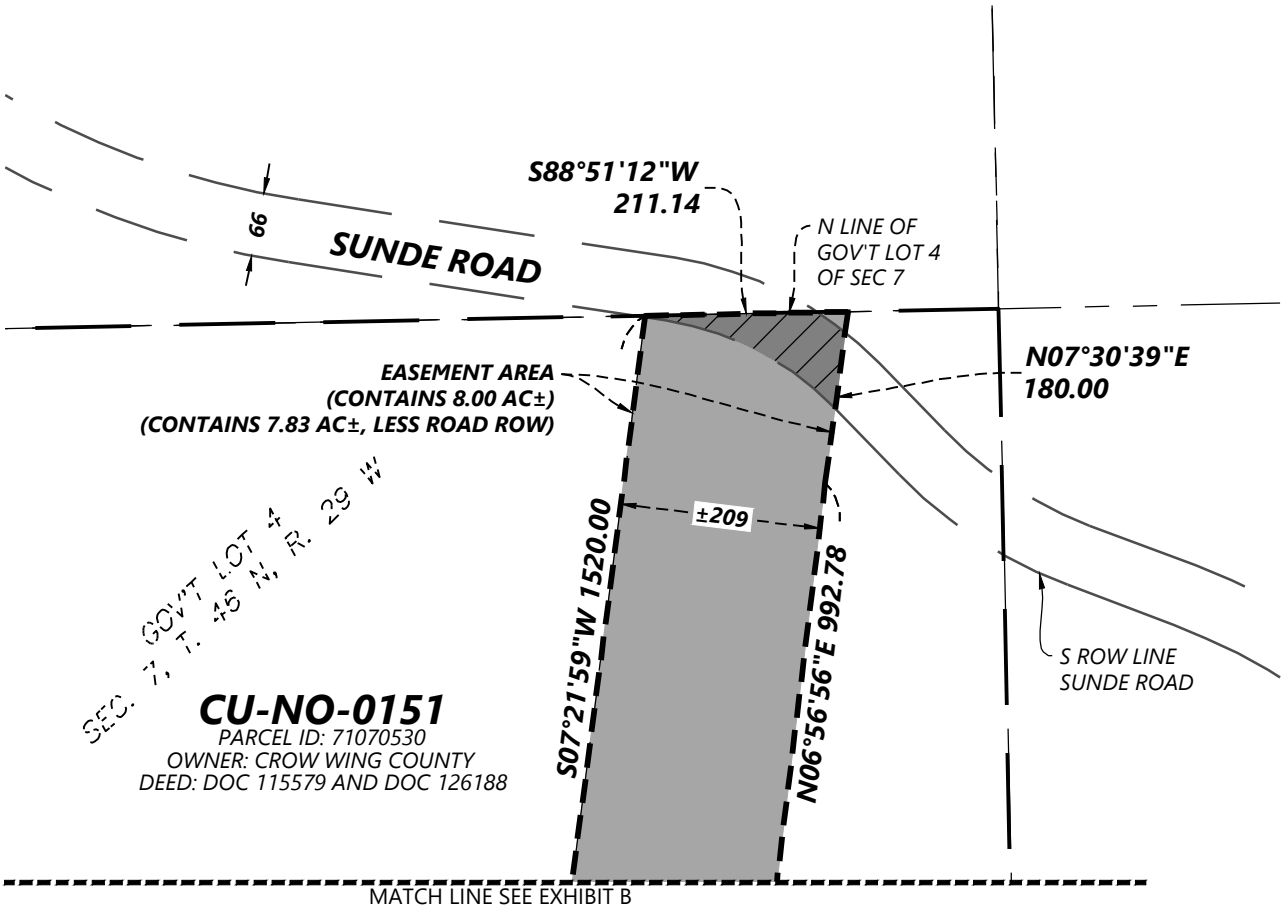
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CROW WING COUNTY			
GREAT RIVER ENERGY℠			
WORK ORDER 209517	GOV'T LOT 4 OF SEC 18, T46N, R29W, GOV'T LOT 4 OF SEC 7, T46N, R29W CROW WING COUNTY, MN		
REVISIONS			Drawn By: KDH
	DATE 5/21/26	EXHIBIT B	DWG. NO. CU-NO-0151

EXHIBIT B-1

EASEMENT NO. CU-NO-0151



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
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CROW WING COUNTY			
GREAT RIVER ENERGY ℠			
WORK ORDER 209517	GOV'T LOT 4 OF SEC 18, T46N, R29W, GOV'T LOT 4 OF SEC 7, T46N, R29W CROW WING COUNTY, MN		
REVISIONS			Drawn By: KDH
	DATE 5/21/26	EXHIBIT B-1	DWG. NO. CU-NO-0151

EXHIBIT A

EASEMENT NO. CU-NO-0162

GRANTOR'S PROPERTY

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 46 NORTH, RANGE 29 WEST, CROW WING COUNTY, MINNESOTA.

AND

GOVERNMENT LOT 3 OF SECTION 6, TOWNSHIP 46 NORTH, RANGE 29 WEST, CROW WING COUNTY, MINNESOTA.

AND

GOVERNMENT LOT 4 OF SECTION 31, TOWNSHIP 47 NORTH, RANGE 29 WEST, CROW WING COUNTY, MINNESOTA.

AND

NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 NORTH, RANGE 29 WEST, CROW WING COUNTY, MINNESOTA.

AND

SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 NORTH, RANGE 29 WEST, CROW WING COUNTY, MINNESOTA.

AND

GOVERNMENT LOT 3 OF SECTION 31, TOWNSHIP 47 NORTH, RANGE 29 WEST, CROW WING COUNTY, MINNESOTA.

AND

SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 NORTH, RANGE 29 WEST, CROW WING COUNTY, MINNESOTA.

AND

NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 NORTH, RANGE 29 WEST, CROW WING COUNTY, MINNESOTA.

EASEMENT AREA

AN EASEMENT LYING OVER, UNDER, AND ACROSS THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN PART OF SECTION 6, TOWNSHIP 46 NORTH, RANGE 29 WEST AND PART OF SECTION 31, TOWNSHIP 47 NORTH, RANGE 29 WEST, ALL IN THE FOURTH PRINCIPAL MERIDIAN, CROW WING COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER SAID SECTION 6; THENCE NORTH 89 DEGREES 44 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 1949.50 FEET TO THE POINT OF BEGINNING OF THE AREA TO BE DESCRIBED; THENCE NORTH 07 DEGREES 49 MINUTES 18 SECONDS EAST, A DISTANCE OF 6,992.45 FEET; THENCE NORTH 33 DEGREES 25 MINUTES 01 SECOND EAST, A DISTANCE OF 1,271.27 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE SOUTH 87 DEGREES 37 MINUTES 09 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 250.96 FEET; THENCE SOUTH 33 DEGREES 25 MINUTES 31 SECONDS WEST, A DISTANCE OF 1,351.85 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 10 SECONDS WEST, A DISTANCE OF 1,271.84 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 11 SECONDS WEST, A DISTANCE OF 872.83 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 10 SECONDS WEST, A DISTANCE OF 1,055.43 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 11 SECONDS WEST, A DISTANCE OF 585.47 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 10 SECONDS WEST, A DISTANCE OF 3,127.53 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 44 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 217.26 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 40.78 ACRES, MORE OR LESS.
SAID EASEMENT CONTAINS 39.92 ACRES, MORE OR LESS, EXCLUSIVE OF ROAD RIGHT OF WAY.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
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   PROVIDED BY LAND SERVICE COMPANY

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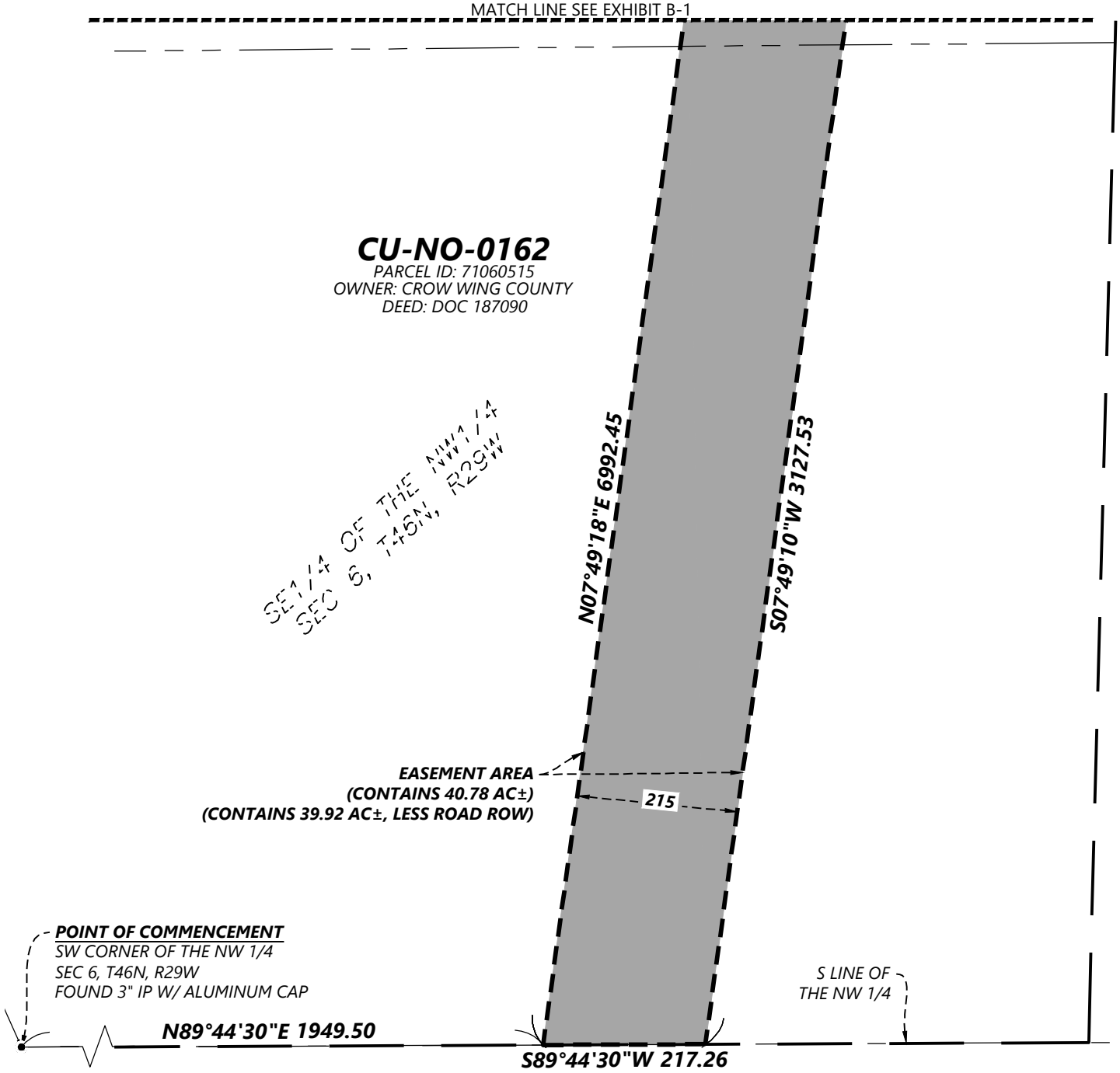
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CROW WING COUNTY				
GREAT RIVER ENERGY ℠				
WORK ORDER 209517	PART OF SEC 6, T46N, R29W PART OF SEC 31, T47N, R29W CROW WING COUNTY, MN			
REVISIONS				Drawn By: KDH
	DATE 5/21/26	EXHIBIT A	DWG. NO. CU-NO-0162	

EXHIBIT B

EASEMENT NO. CU-NO-0162



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT CU-NO-0162
   PROVIDED BY LAND SERVICE COMPANY

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CROW WING COUNTY

GREAT RIVER ENERGY SM

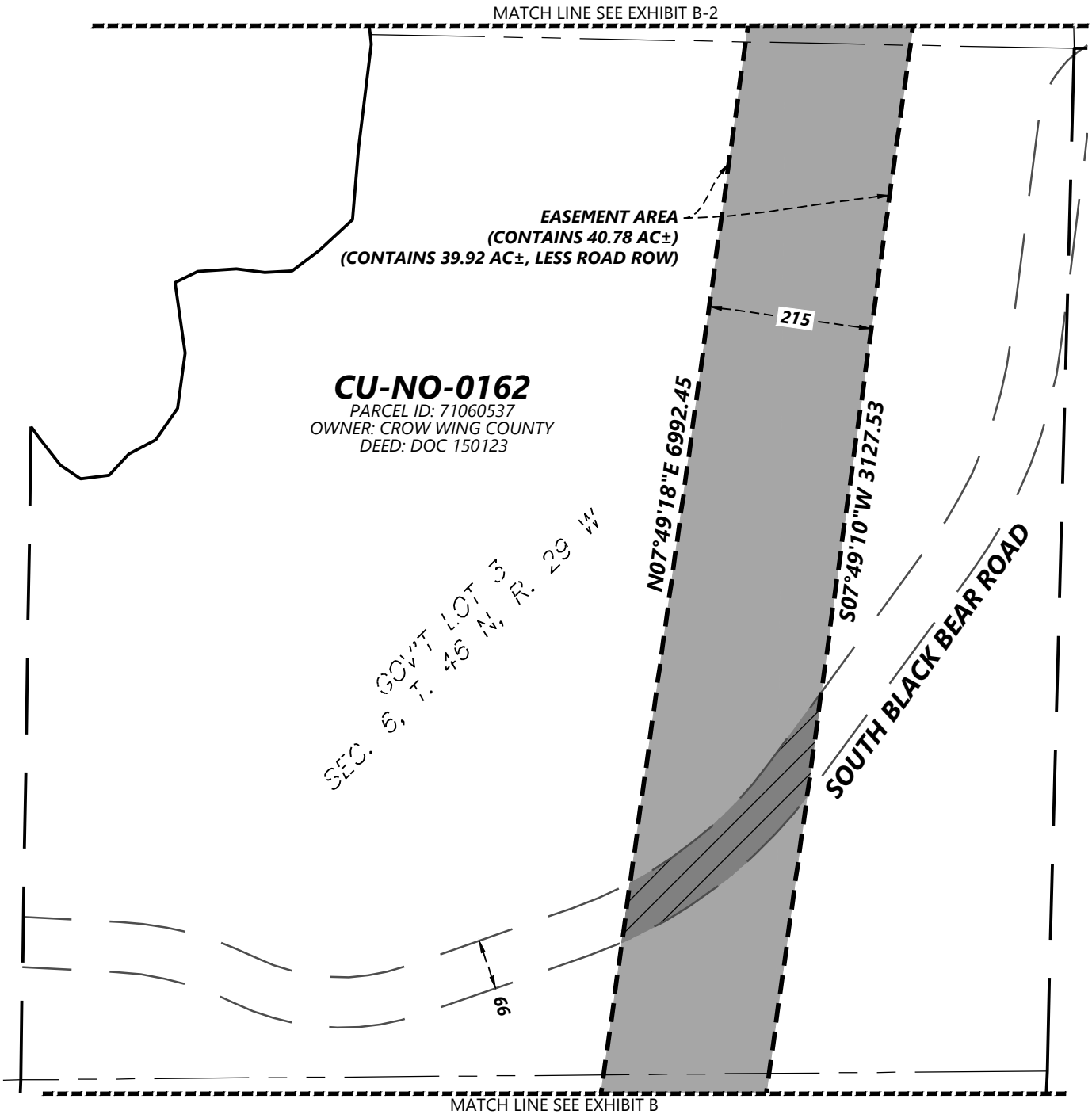
WORK ORDER 209517	THE SE 1/4 OF THE NW 1/4 OF SEC 6, T46N, R29W CROW WING COUNTY, MN	
REVISIONS		
	DATE 5/21/26	EXHIBIT B

DWG. NO. CU-NO-0162

Drawn By: KDH

EXHIBIT B-1

EASEMENT NO. CU-NO-0162



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT CU-NO-0162 PROVIDED BY LAND SERVICE COMPANY

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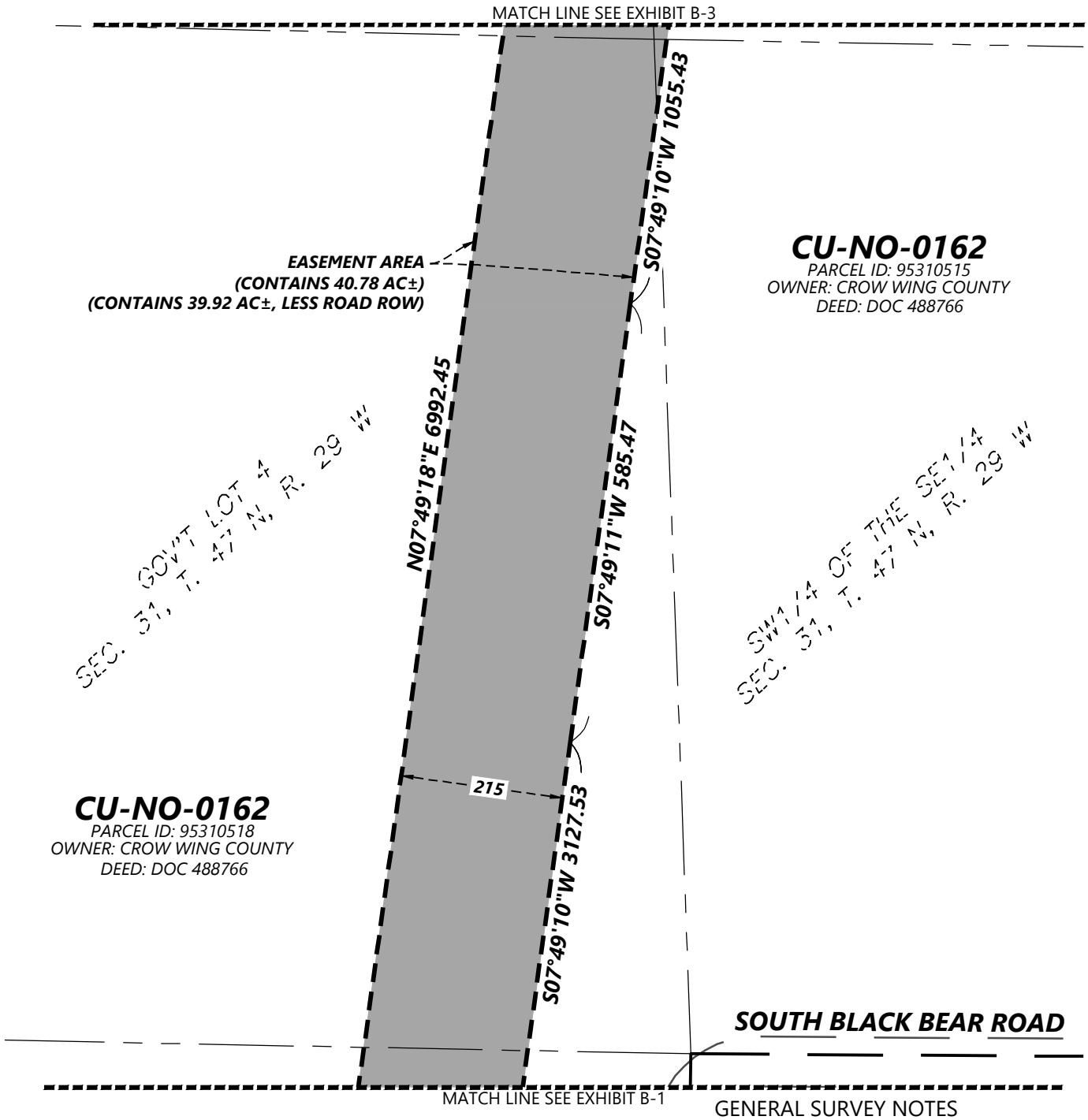
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CROW WING COUNTY			
GREAT RIVER ENERGY ℠			
WORK ORDER 209517	GOV'T LOT 3 OF SEC 6, T46N, R29W CROW WING COUNTY, MN		
REVISIONS			Drawn By: KDH
	DATE 5/21/26	EXHIBIT B-1	DWG. NO. CU-NO-0162

EXHIBIT B-2

EASEMENT NO. CU-NO-0162



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING: CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT CU-NO-0162 PROVIDED BY LAND SERVICE COMPANY

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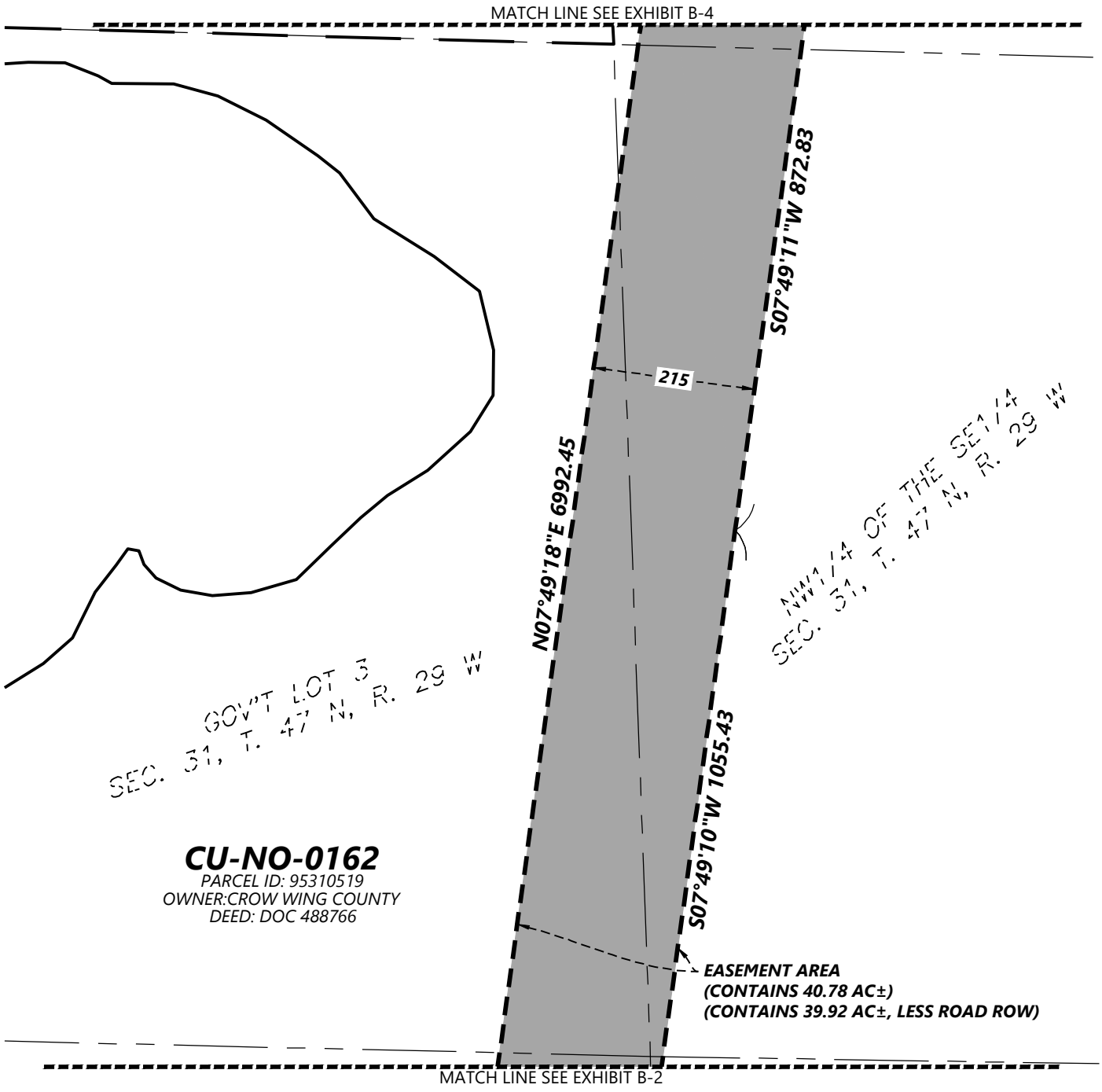
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CROW WING COUNTY			
GREAT RIVER ENERGY℠			
WORK ORDER 209517	GOV'T LOT 4 & SW 1/4 OF THE SE 1/4 OF SEC 31, T47N, R29W CROW WING COUNTY, MN		
REVISIONS			
	DATE 5/21/26	EXHIBIT B-2	DWG. NO. CU-NO-0162
			Drawn By: KDH

EXHIBIT B-3

EASEMENT NO. CU-NO-0162



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT CU-NO-0162 PROVIDED BY LAND SERVICE COMPANY

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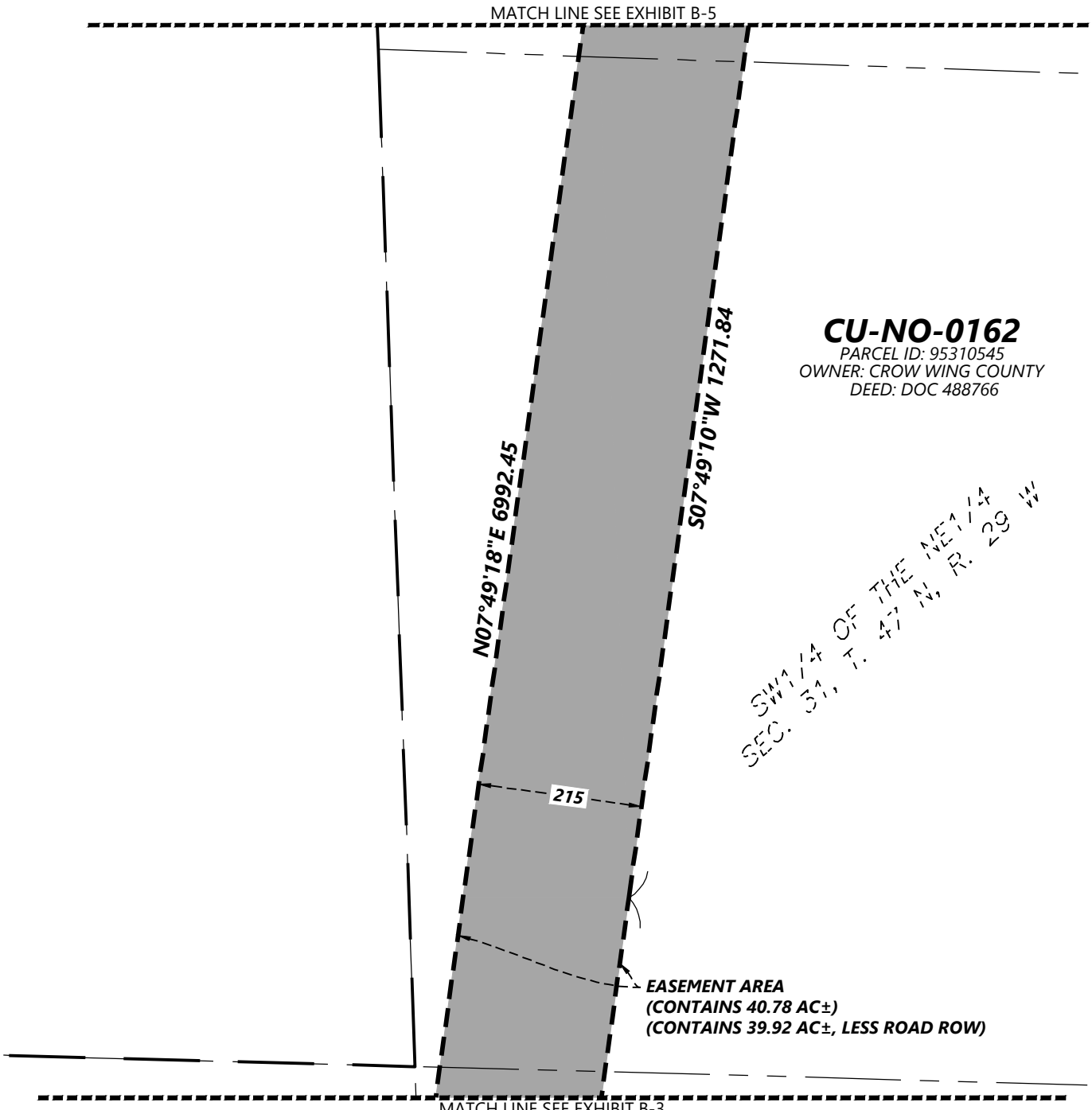
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CROW WING COUNTY			
GREAT RIVER ENERGY℠			
WORK ORDER 209517	GOV'T LOT 3 & NW 1/4 OF THE SE 1/4 OF SEC 31, T47N, R29W CROW WING COUNTY, MN		
REVISIONS			Drawn By: KDH
DATE 5/21/26	EXHIBIT B-3	DWG. NO. CU-NO-0162	

EXHIBIT B-4

EASEMENT NO. CU-NO-0162



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
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2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT CU-NO-0162 PROVIDED BY LAND SERVICE COMPANY

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CROW WING COUNTY

GREAT RIVER ENERGY ℠

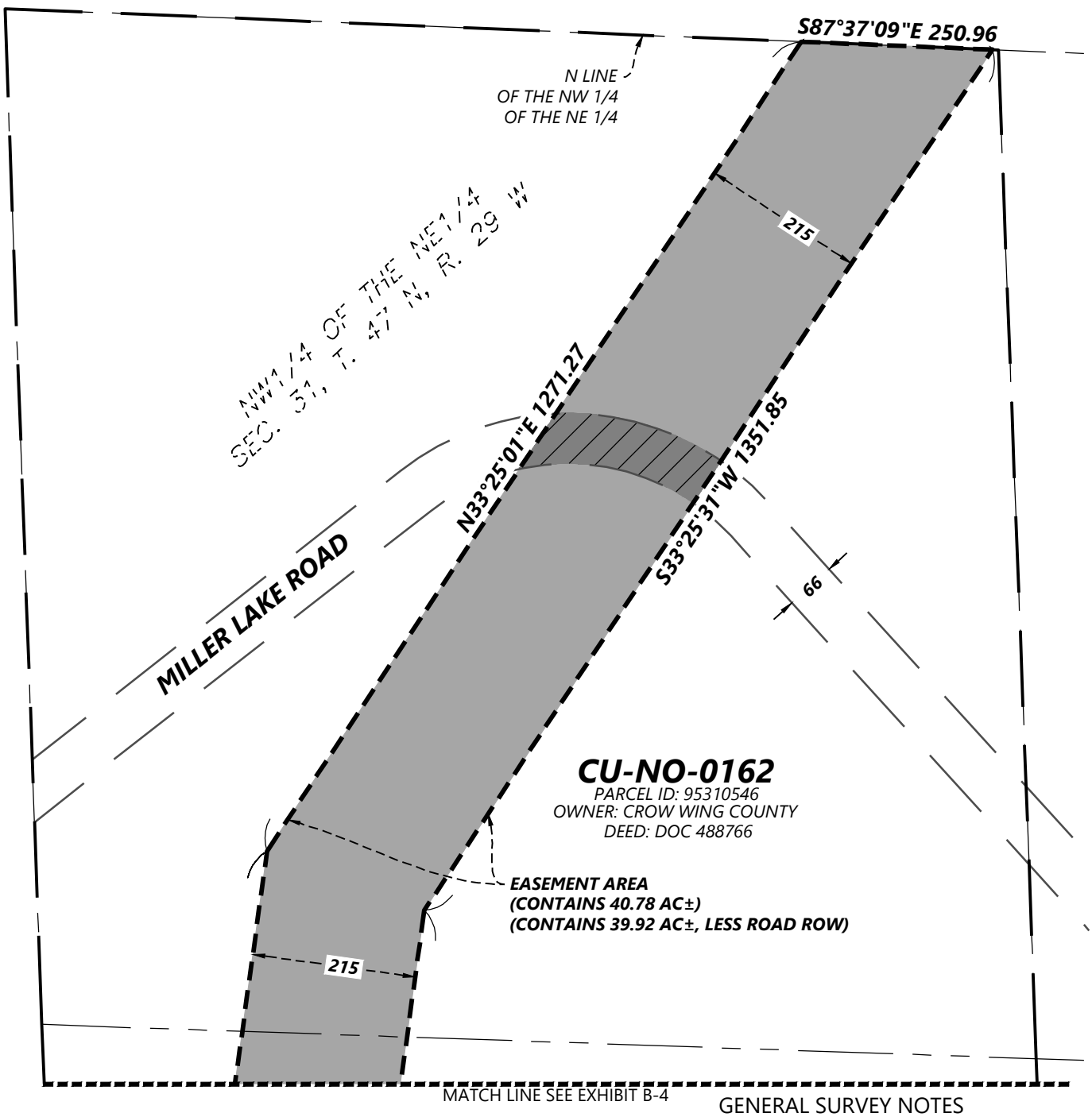
WORK ORDER 209517	SW 1/4 OF THE NE 1/4 OF SEC 31, T47N, R29W CROW WING COUNTY, MN	
REVISIONS		
	DATE 5/21/26	EXHIBIT B-4

DWG. NO. CU-NO-0162

Drawn By: KDH

EXHIBIT B-5

EASEMENT NO. CU-NO-0162



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
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   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
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CROW WING COUNTY			
GREAT RIVER ENERGY℠			
WORK ORDER 209517	NW 1/4 OF THE NE 1/4 OF SEC 31, T47N, R29W CROW WING COUNTY, MN		
REVISIONS			Drawn By: KDH
DATE 5/21/26	EXHIBIT B-5	DWG. NO. CU-NO-0162	

EXHIBIT A

EASEMENT NO. CU-NO-0230

GRANTOR'S PROPERTY

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 5, TOWNSHIP 46, RANGE 29, CROW WING COUNTY, MINNESOTA.

EASEMENT AREA

THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 46 NORTH, RANGE 29 WEST OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF CROW WING, STATE OF MINNESOTA, LYING 75.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 21 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1107.35 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 24 DEGREES 41 MINUTES 52 SECONDS EAST, A DISTANCE OF 233.59 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THERE TERMINATING. SAID POINT OF TERMINATION BEARS SOUTH 03 DEGREES 48 MINUTES 38 SECONDS EAST, A DISTANCE OF 1324.08 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE NORTH AND WEST LINES OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER.

SAID EASEMENT CONTAINS 0.81 ACRES, MORE OR LESS.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT CU-NO-0230
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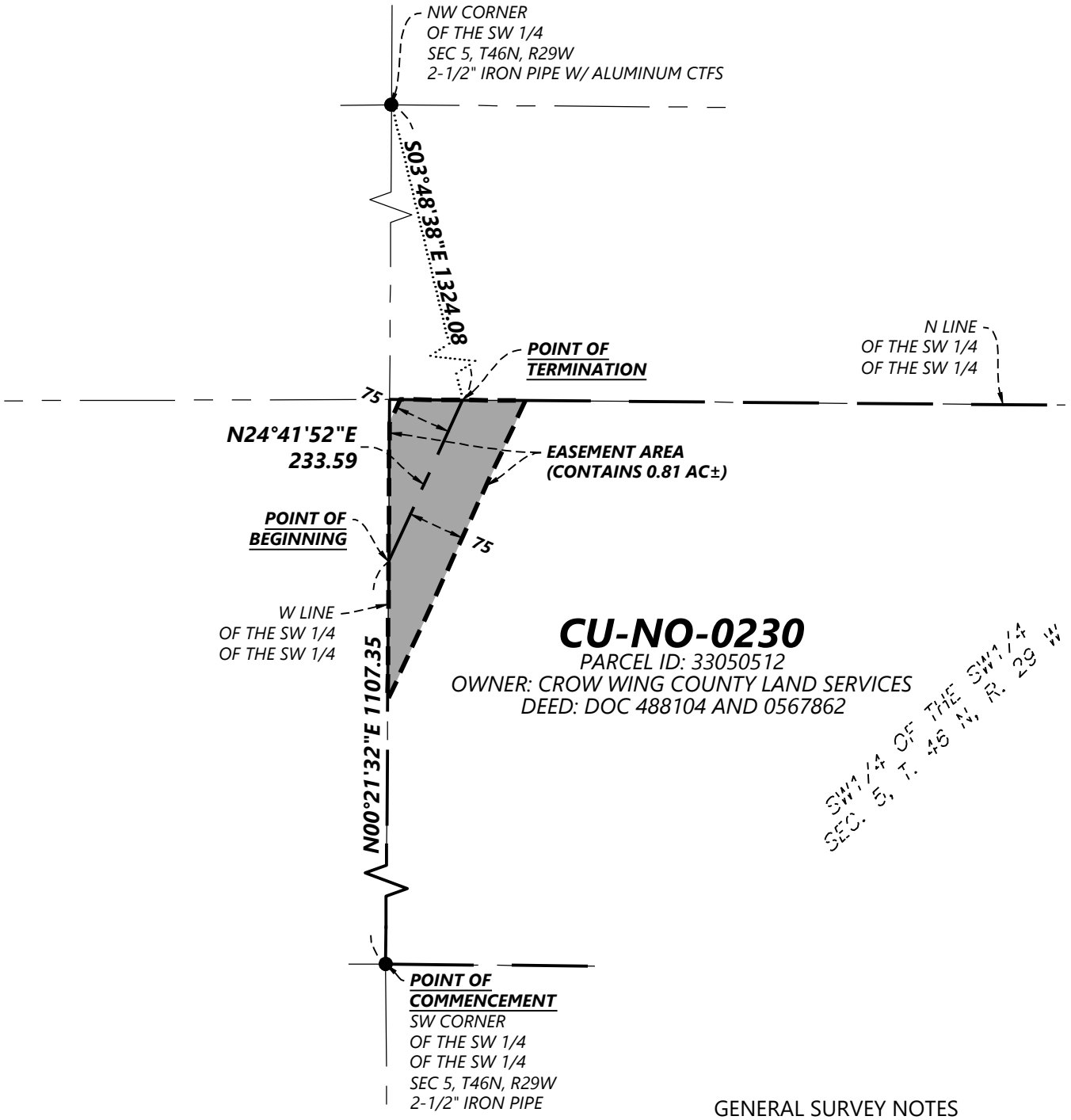
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CROW WING COUNTY LAND SERVICES			
GREAT RIVER ENERGY℠			
WORK ORDER 209517	THE SW 1/4 OF THE SW 1/4 OF SEC 5, T46N, R29W CROW WING COUNTY, MN		
REVISIONS			
	DATE 5/15/26	EXHIBIT A	DWG. NO. CU-NO-0230
			Drawn By: TFS

EXHIBIT B

EASEMENT NO. CU-NO-0230



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
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CROW WING COUNTY LAND SERVICES			
GREAT RIVER ENERGY℠			
WORK ORDER 209517	THE SW 1/4 OF THE SW 1/4 OF SEC 5, T46N, R29W CROW WING COUNTY, MN		
REVISIONS			Drawn By: TFS
	DATE 5/15/26	EXHIBIT B	DWG. NO. CU-NO-0230

EXHIBIT A

EASEMENT NO. CU-NO-0250

GRANTOR'S PROPERTY

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; GOVERNMENT LOT 4 AND GOVERNMENT LOT 3; ALL IN SECTION 5, TOWNSHIP 46, RANGE 29, CROW WING COUNTY, MINNESOTA. LOTS 29 THROUGH 50, LOTS 79 THROUGH 100, LOTS 129 THOUGH 150, LOTS 179 THOUGH 200, LOTS 229 THROUGH 250, LOTS 274 THROUGH 300, LOTS 324 THOUGH 350 AND LOTS 374 THROUGH 400, ALL IN PARTITION OF SOUTHWEST QUARTER OF NORTHWEST QUARTER, SECTION 32, TOWNSHIP 47, RANGE 29, CROW WING COUNTY, MINNESOTA.

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, EXCEPTING THEREFROM THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; ALL IN SECTION 32, TOWNSHIP 47, RANGE 29, CROW WING COUNTY, MINNESOTA.

EASEMENT AREA

THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE NORTHWEST QUARTER SECTION 5, TOWNSHIP 46 NORTH, RANGE 29 WEST, AND THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 47 NORTH, RANGE 29 WEST OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF CROW WING, STATE OF MINNESOTA, LYING 75.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 34 MINUTES 11 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER, A DISTANCE OF 693.22 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 24 DEGREES 41 MINUTES 52 SECONDS EAST, A DISTANCE OF 1417.04 FEET; THENCE NORTH 01 DEGREE 29 MINUTES 18 SECONDS WEST, A DISTANCE OF 4681.55 FEET TO THE NORTH LINES OF LOTS 274, 324 AND 374 OF PARTITION PLAT OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THERE TERMINATING. SAID POINT OF TERMINATION BEARS SOUTH 34 DEGREES 38 MINUTES 58 SECONDS EAST, A DISTANCE OF 2365.70 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 32.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE SOUTH AND EAST LINES OF THE SOUTHWEST OF SAID NORTHWEST QUARTER, THE NORTH LINE OF GOVERNMENT LOT 4, THE NORTH AND SOUTH LINES OF GOVERNMENT 3, THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER, AND THE NORTH LINES OF LOTS 274, 324, 374 OF PARTITION PLAT OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER.

SAID EASEMENT CONTAINS 16.43 ACRES, MORE OR LESS.
SAID EASEMENT CONTAINS 16.12 ACRES, MORE OR LESS, EXCLUSIVE OF ROAD RIGHT OF WAY.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
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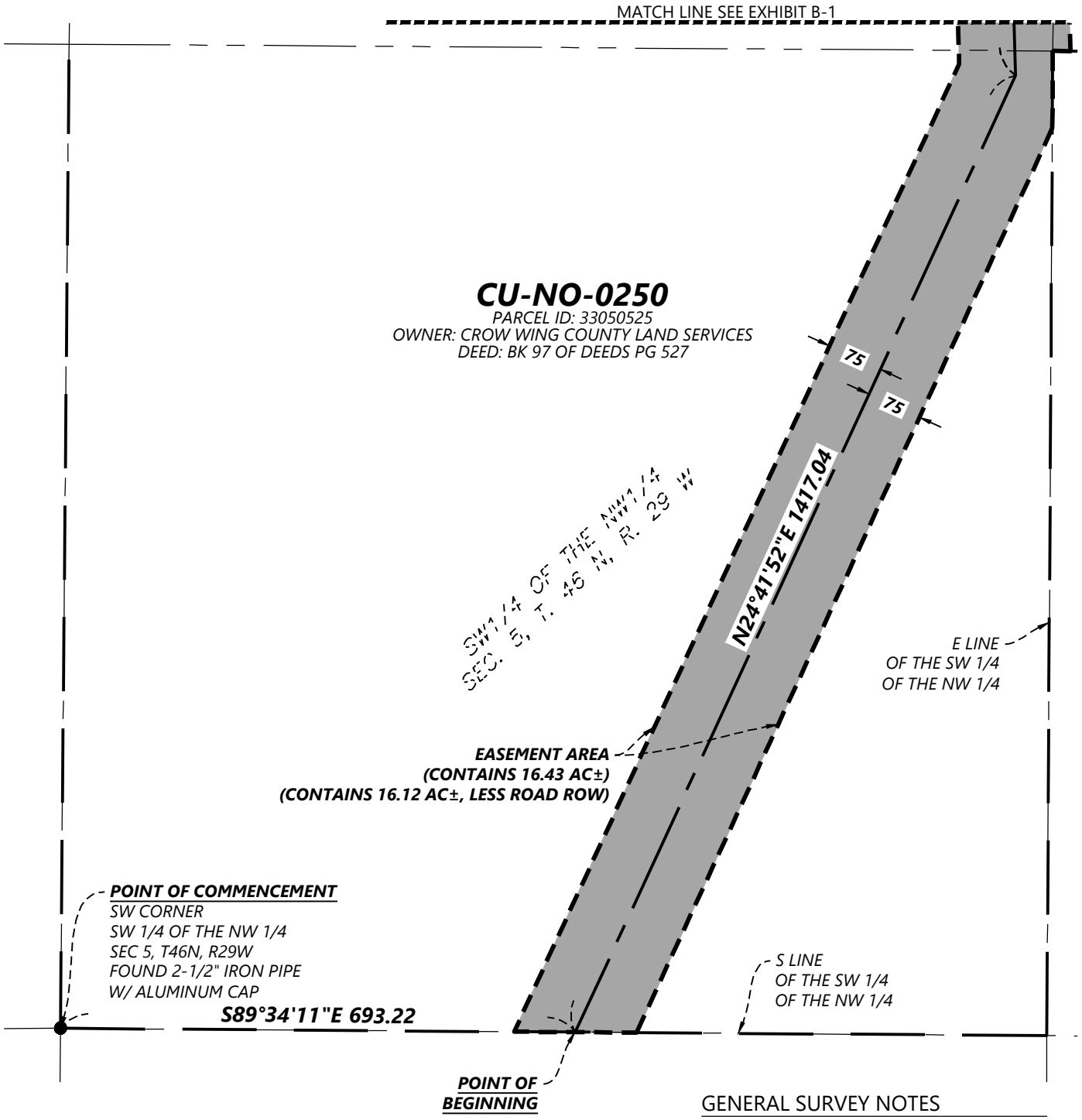
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CROW WING COUNTY LAND SERVICES				
GREAT RIVER ENERGY℠				
WORK ORDER 209897	PART OF SEC 5, T46N, R29W & PART OF SEC 32, T47N, R29W CROW WING COUNTY, MN			
REVISIONS				Drawn By: KDH
	DATE 5/20/26	EXHIBIT A	DWG. NO. CU-NO-0250	

EXHIBIT B

EASEMENT NO. CU-NO-0250



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
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   NAD83(2011) ADJUSTMENT, US SURVEY FT
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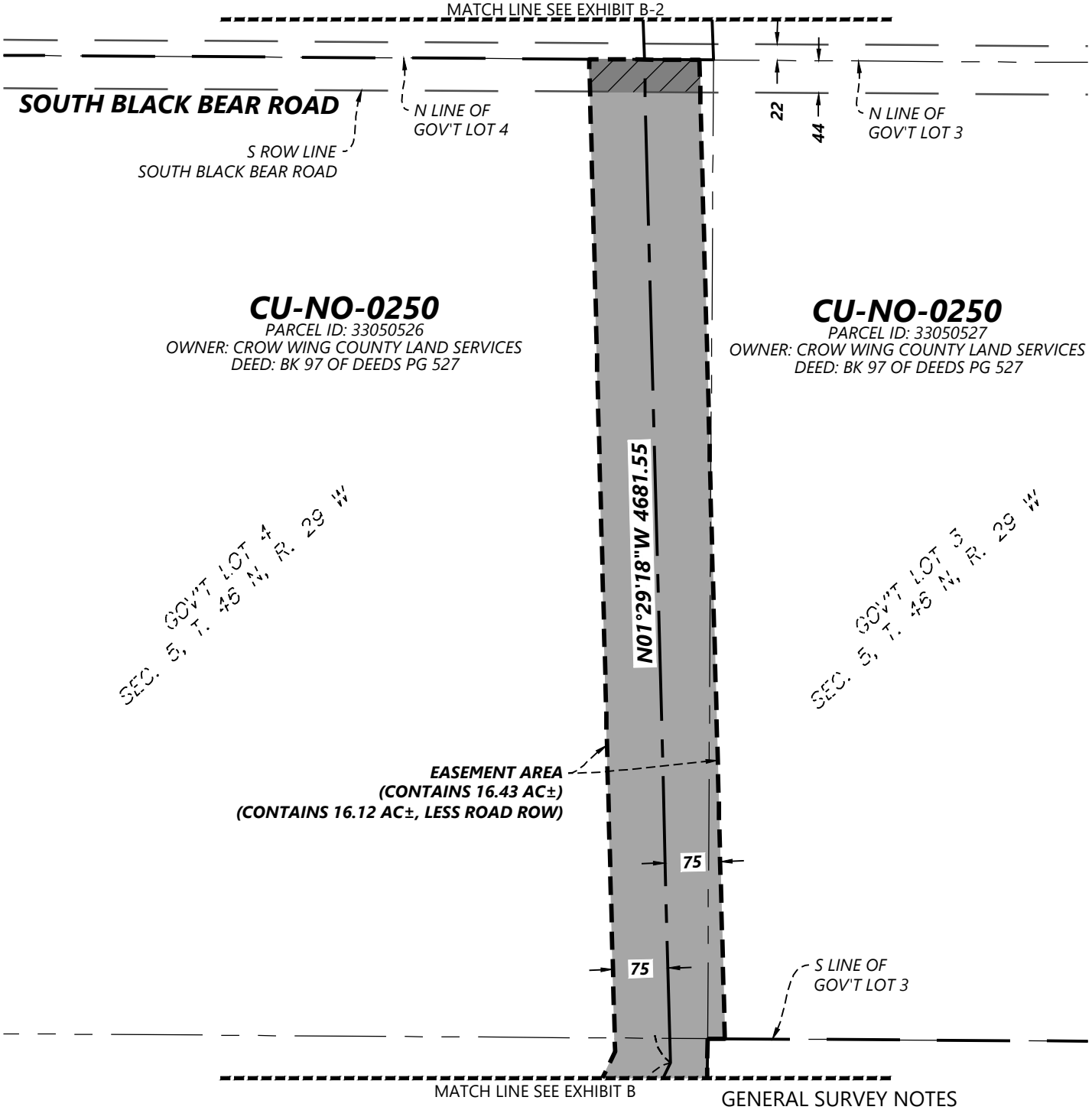
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CROW WING COUNTY LAND SERVICES			
GREAT RIVER ENERGY℠			
WORK ORDER 209897	THE SW 1/4 OF THE NW 1/4 SEC 5, T46N, R29W CROW WING COUNTY, MN		Drawn By: KDH
REVISIONS			
	DATE 5/20/26	EXHIBIT B	DWG. NO. CU-NO-0250

EXHIBIT B-1

EASEMENT NO. CU-NO-0250



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
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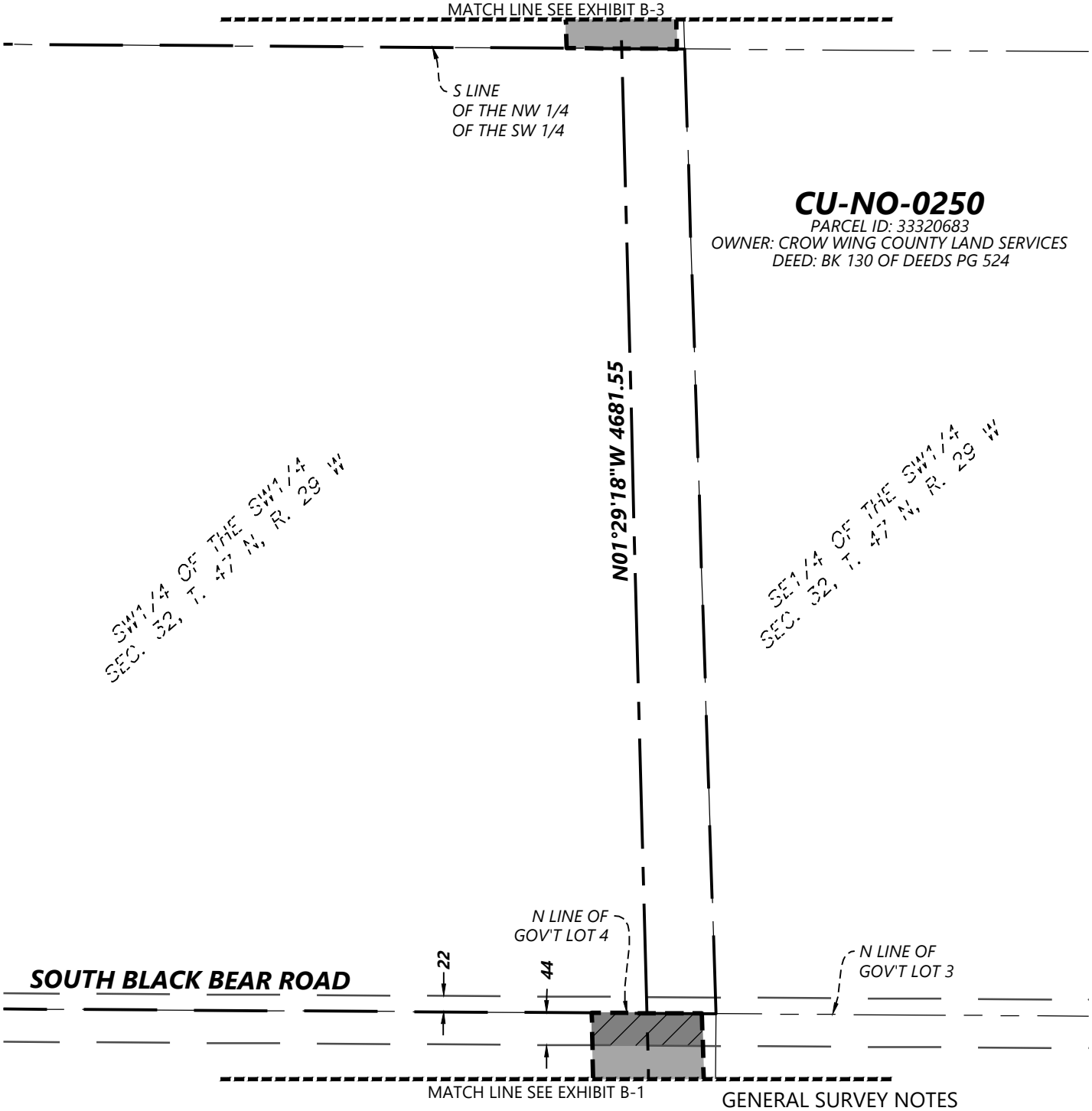
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CROW WING COUNTY LAND SERVICES			
GREAT RIVER ENERGY℠			
WORK ORDER 209897	GOV'T LOT 3 & 4 SEC 5, T46N, R29W CROW WING COUNTY, MN		
REVISIONS			Drawn By: KDH
	DATE 5/20/26	EXHIBIT B-1	DWG. NO. CU-NO-0250

EXHIBIT B-2

EASEMENT NO. CU-NO-0250



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

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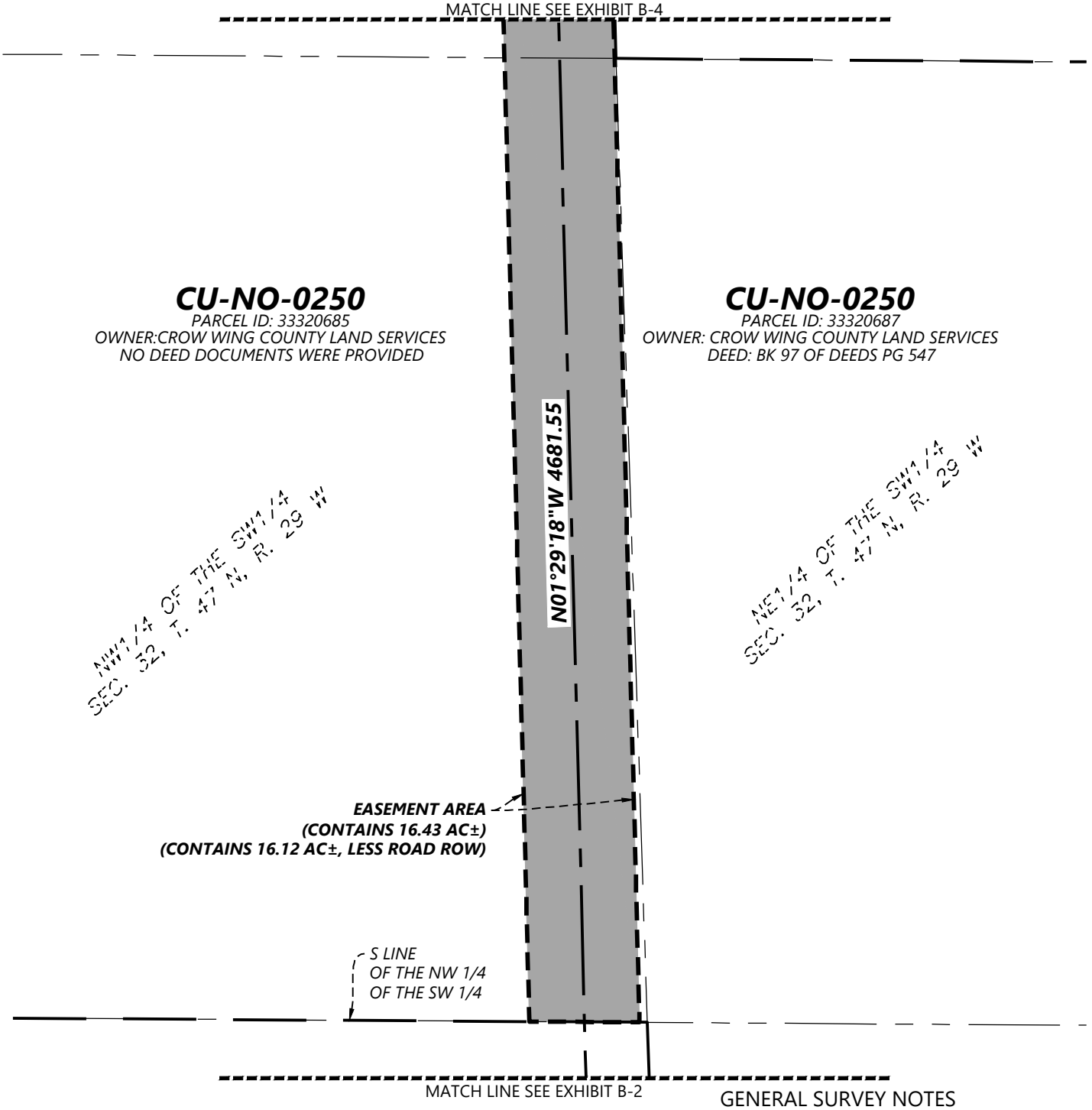
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CROW WING COUNTY LAND SERVICES			
GREAT RIVER ENERGY℠			
WORK ORDER 209897	SW 1/4 OF THE SW 1/4 & THE SE 1/4 OF THE SW 1/4 OF SEC 32, T47N, R29W CROW WING COUNTY, MN		Drawn By: KDH
REVISIONS			
	DATE 5/20/26	EXHIBIT B-2	DWG. NO. CU-NO-0250

EXHIBIT B-3

EASEMENT NO. CU-NO-0250



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
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0' 200'

GENERAL SURVEY NOTES

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CROW WING COUNTY LAND SERVICES

GREAT RIVER ENERGY ℠

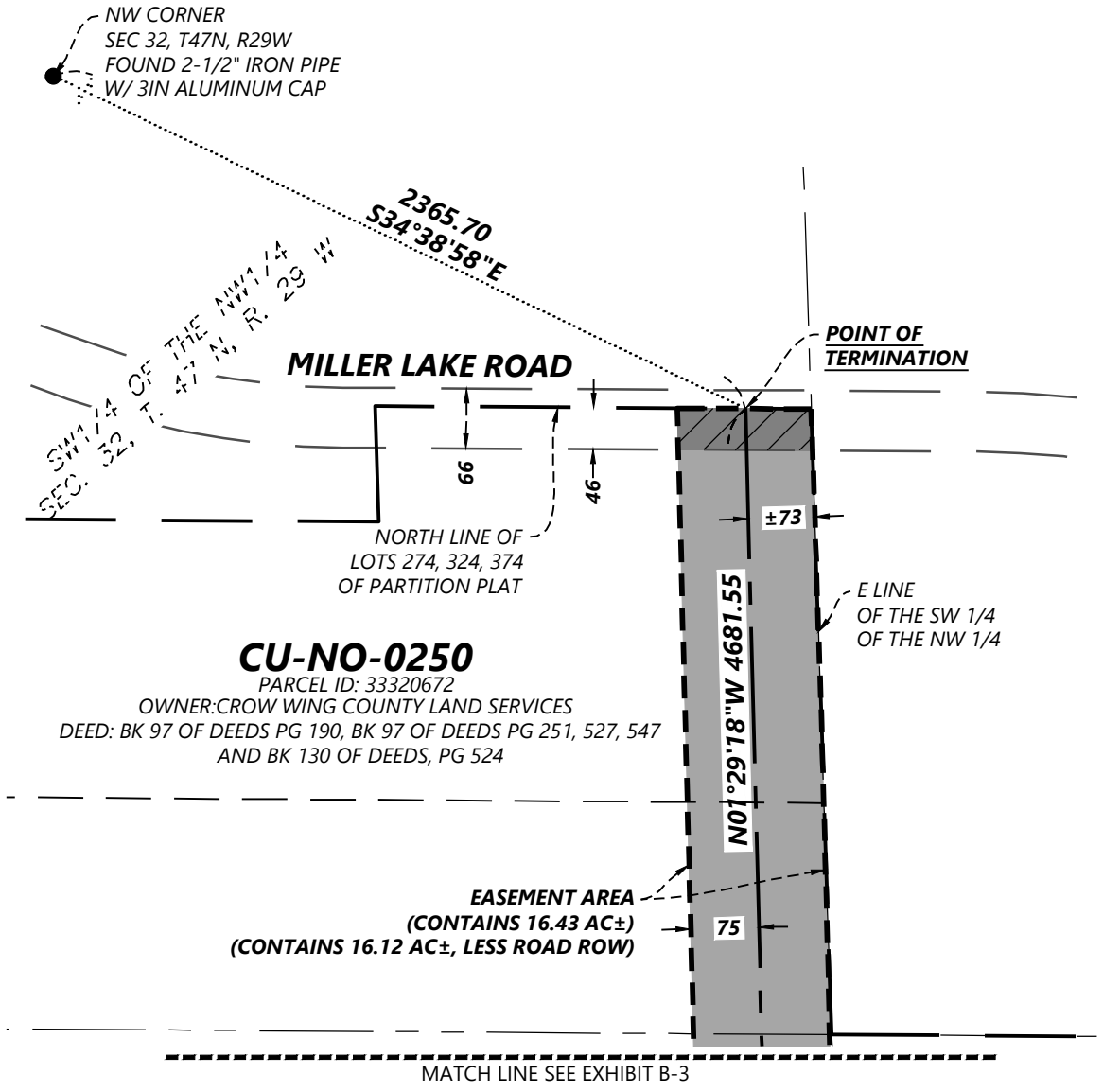
WORK ORDER 209897	NW 1/4 & THE NE 1/4 OF THE SW 1/4 OF SEC 32, T47N, R29W CROW WING COUNTY, MN	
REVISIONS		
	DATE 5/20/26	EXHIBIT B-3

DWG. NO. CU-NO-0250

Drawn By: KDH

EXHIBIT B-4

EASEMENT NO. CU-NO-0250



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
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- EASEMENT TIE LINE

0' 200'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
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CROW WING COUNTY LAND SERVICES			
GREAT RIVER ENERGY℠			
WORK ORDER 209897	SW 1/4 OF THE NW 1/4 OF SEC 32, T47N, R29W CROW WING COUNTY, MN		Drawn By: KDH
REVISIONS	DATE 5/20/26	EXHIBIT B-4	DWG. NO. CU-NO-0250

EXHIBIT A

EASEMENT NO. CU-NO-0310

GRANTOR'S PROPERTY

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 20, TOWNSHIP 47, RANGE 29, CROW WING COUNTY, MINNESOTA.
AND
THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 29, TOWNSHIP 47, RANGE 29, CROW WING COUNTY, MINNESOTA.

EASEMENT AREA

AN EASEMENT LYING OVER, UNDER, AND ACROSS THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, IN SECTION 20 AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, IN SECTION 29, ALL IN TOWNSHIP 47 NORTH, RANGE 29 WEST OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF CROW WING, STATE OF MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 01 DEGREE 46 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 298.22 FEET TO THE POINT OF BEGINNING OF THE AREA TO BE DESCRIBED; THENCE NORTH 33 DEGREES 25 MINUTES 01 SECOND EAST, A DISTANCE OF 17.62 FEET; THENCE NORTH 31 DEGREES 03 MINUTES 02 SECONDS EAST, A DISTANCE OF 1853.45 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 89 DEGREES 42 MINUTES 54 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 316.14 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 02 DEGREES 07 MINUTES 07 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 465.04 FEET; THENCE NORTH 33 DEGREES 13 MINUTES 20 SECONDS EAST, A DISTANCE OF 4169.04 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH 89 DEGREES 54 MINUTES 55 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 400.16 FEET; THENCE SOUTH 33 DEGREES 13 MINUTES 29 SECONDS WEST, A DISTANCE OF 4761.16 FEET; THENCE SOUTH 01 DEGREE 29 MINUTES 18 SECONDS EAST, A DISTANCE OF 3841.71 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 87 DEGREES 53 MINUTES 02 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 150.07 FEET; THENCE NORTH 01 DEGREE 29 MINUTES 18 SECONDS WEST, A DISTANCE OF 3836.41 FEET; THENCE SOUTH 31 DEGREES 02 MINUTES 12 SECONDS WEST, A DISTANCE OF 1936.87 FEET; THENCE SOUTH 33 DEGREES 25 MINUTES 31 SECONDS WEST, A DISTANCE OF 327.15 TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 01 DEGREE 46 MINUTES 20 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 373.72 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 58.30 ACRES, MORE OR LESS.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT CU-NO-0310
   PROVIDED BY LAND SERVICE COMPANY

Westwood

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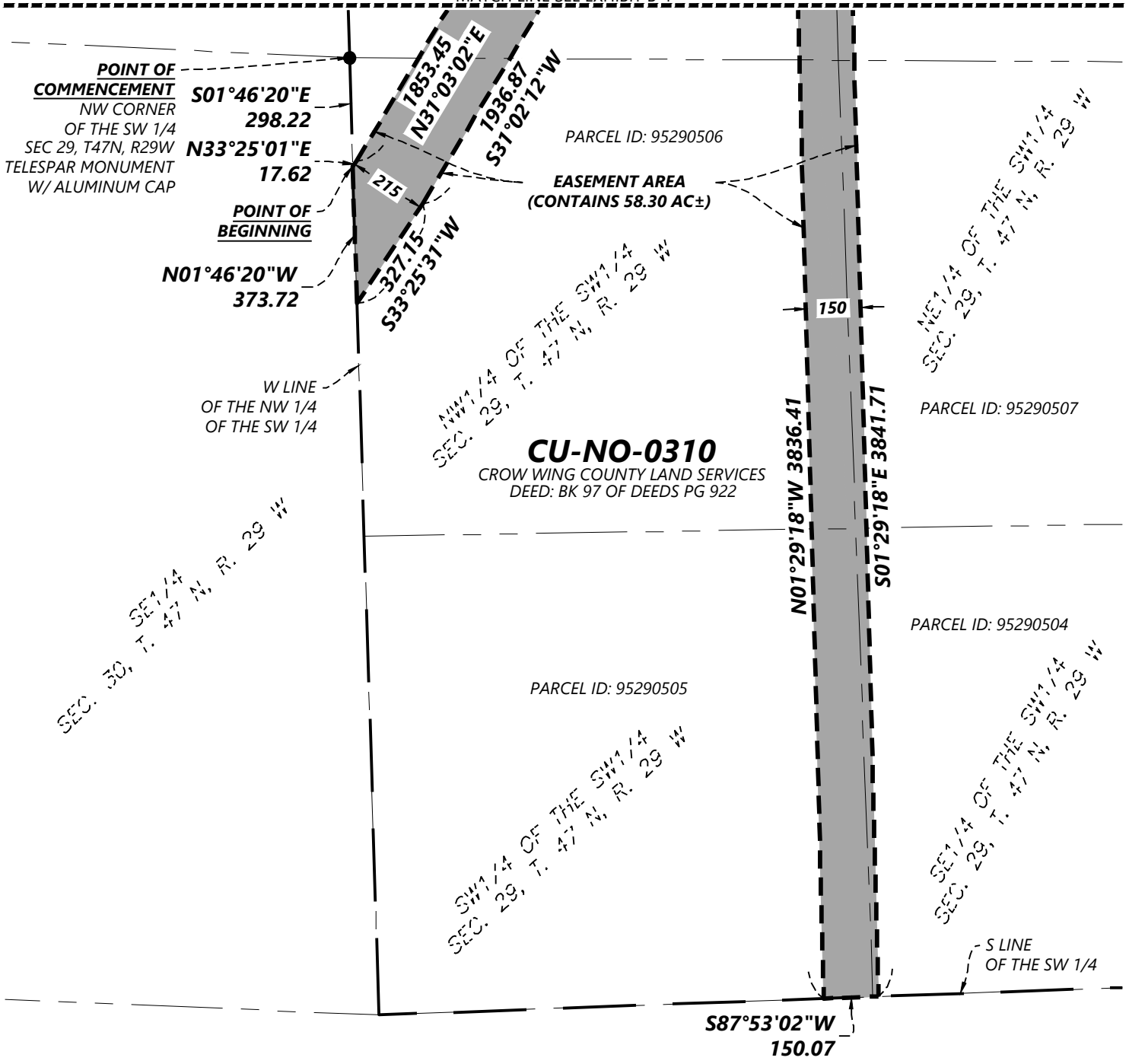
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CROW WING COUNTY LAND SERVICES			
GREAT RIVER ENERGY℠			
WORK ORDER 209897	PART OF SECTION 20 AND PART OF SECTION 29, T33N, R28W CROW WING COUNTY, MN		
REVISIONS			
	DATE 5/19/26	EXHIBIT A	DWG. NO. CU-NO-0310
			Drawn By: TFS

EXHIBIT B

EASEMENT NO. CU-NO-0310

MATCH LINE SEE EXHIBIT B-1



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 400'

GENERAL SURVEY NOTES

1. BASIS OF BEARING: CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT CU-NO-0310 PROVIDED BY LAND SERVICE COMPANY

Westwood

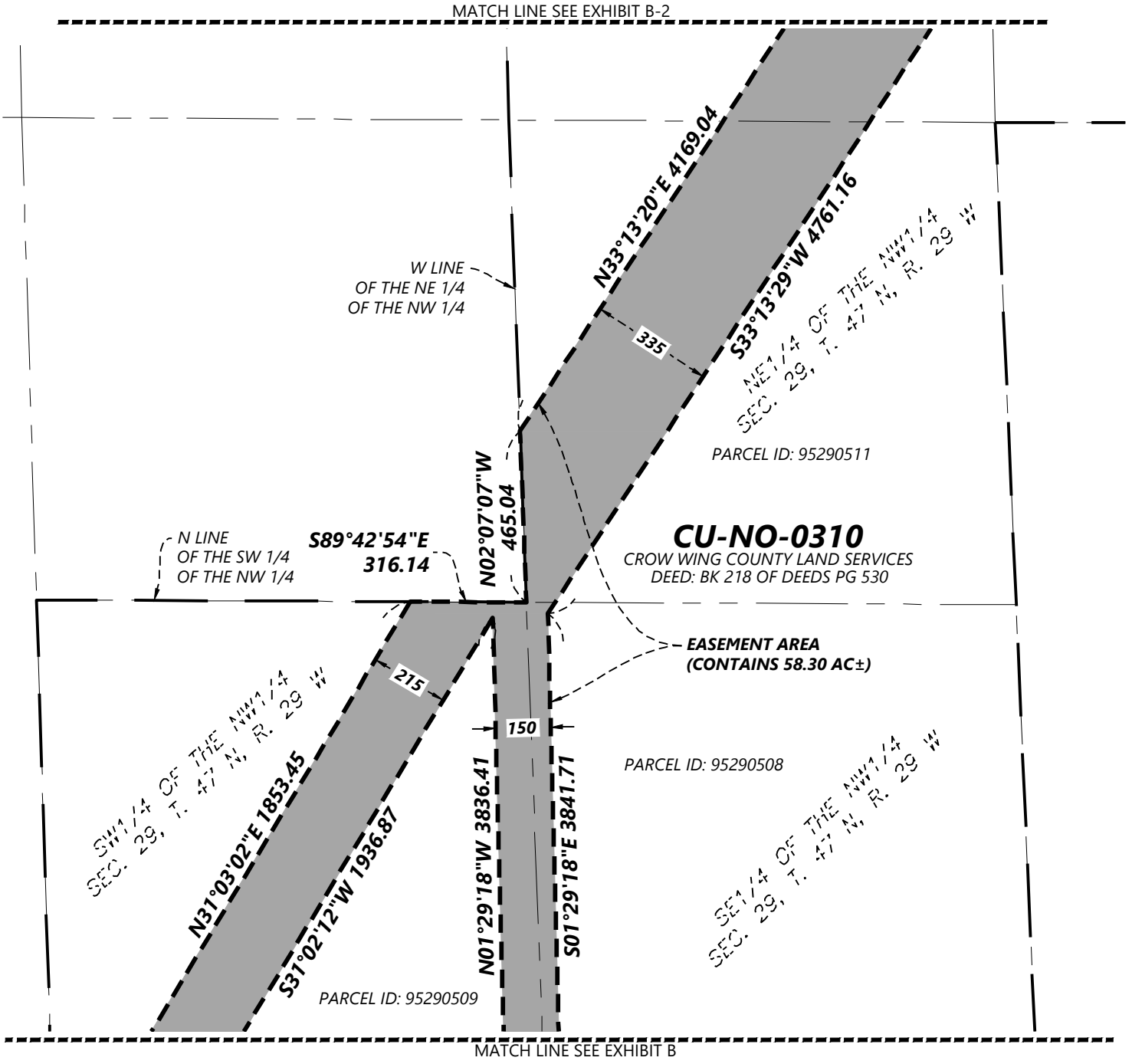
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westwoodps.com

Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES			
GREAT RIVER ENERGY℠			
WORK ORDER 209897	THE SW 1/4 OF SEC 29, T47N, R29W CROW WING COUNTY, MN		
REVISIONS			Drawn By: TFS
	DATE 5/19/26	EXHIBIT B	DWG. NO. CU-NO-0310

EXHIBIT B-1

EASEMENT NO. CU-NO-0310



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 400'

GENERAL SURVEY NOTES

1. BASIS OF BEARING: CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT CU-NO-0310 PROVIDED BY LAND SERVICE COMPANY

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Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES

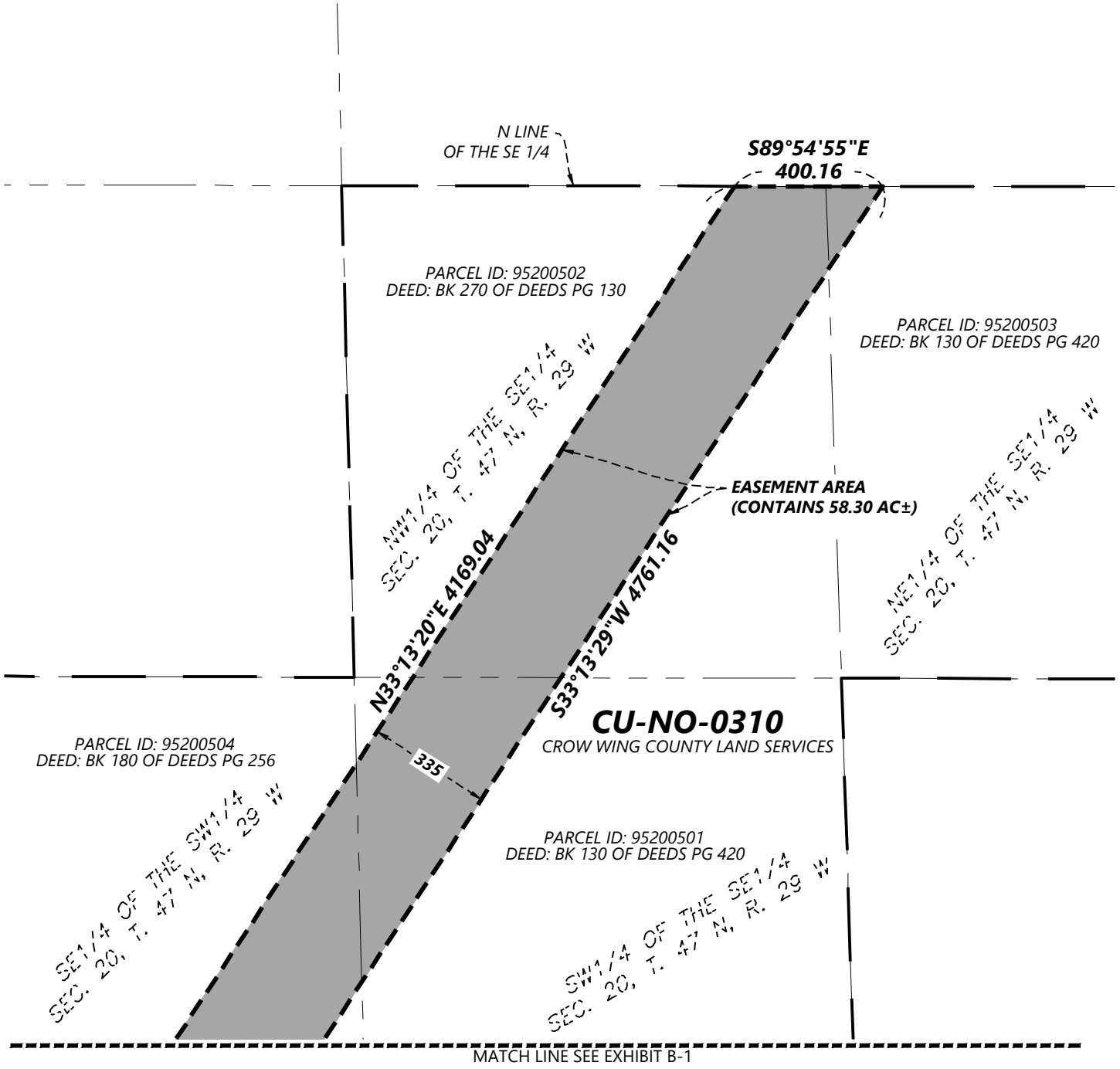
GREAT RIVER ENERGY℠

WORK ORDER 209897	THE SW1/4, SE1/4, & NE1/4 OF THE NW1/4 OF SEC 29, T47N, R29W CROW WING COUNTY, MN	
REVISIONS		
	DATE 5/19/26	EXHIBIT B-1
		DWG. NO. CU-NO-0310

Drawn By: TFS

EXHIBIT B-2

EASEMENT NO. CU-NO-0310



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 400'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT CU-NO-0310 PROVIDED BY LAND SERVICE COMPANY

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Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES

GREAT RIVER ENERGY℠

WORK ORDER 209897	THE SE1/4 OF THE SW1/4 AND THE SW1/4, NW1/4 & NE1/4 OF THE SE1/4 OF SEC 20, T47N, R29W CROW WING COUNTY, MN	
REVISIONS		
	DATE 5/19/26	EXHIBIT B-2
		DWG. NO. CU-NO-0310

Drawn By: TFS

EXHIBIT A

EASEMENT NO. CU-NO-0311

GRANTOR'S PROPERTY

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4), SECTION 29, TOWNSHIP 47 NORTH, RANGE 29 WEST, CROW WING COUNTY, MINNESOTA.

EASEMENT AREA

AN EASEMENT LYING OVER, UNDER, AND ACROSS THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 47 NORTH, RANGE 29 WEST OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF CROW WING, STATE OF MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 46 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 1310.19 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 42 MINUTES 54 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1015.46 FEET TO THE POINT OF BEGINNING OF THE AREA TO BE DESCRIBED; THENCE NORTH 31 DEGREES 03 MINUTES 02 SECONDS EAST, A DISTANCE OF 96.93 FEET; THENCE NORTH 33 DEGREES 13 MINUTES 20 SECONDS EAST, A DISTANCE OF 454.38 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 02 DEGREES 07 MINUTES 07 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 465.04 FEET TO SAID SOUTH LINE; THENCE NORTH 89 DEGREES 42 MINUTES 54 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 316.14 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1.71 ACRES, MORE OR LESS.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT CU-NO-0311
   PROVIDED BY LAND SERVICE COMPANY

Westwood

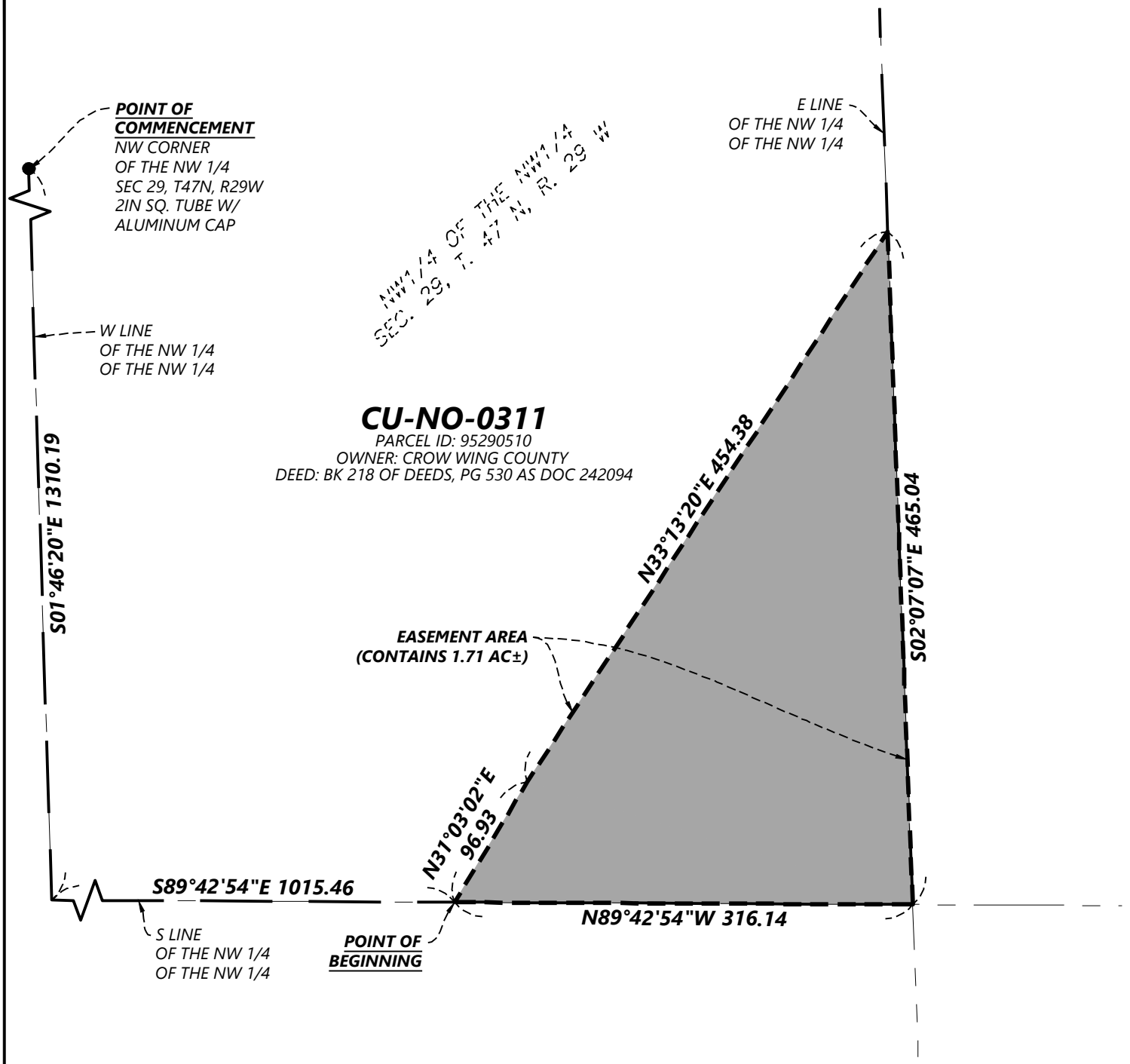
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Westwood Professional Services, Inc.

CROW WING COUNTY				
GREAT RIVER ENERGY ℠				
WORK ORDER 209897	THE NW 1/4 OF THE NW 1/4 OF SEC 29, T47N, R29W CROW WING COUNTY, MN			
REVISIONS				Drawn By: TFS
	DATE 5/18/26	EXHIBIT A	DWG. NO. CU-NO-0311	

EXHIBIT B

EASEMENT NO. CU-NO-0311



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 100'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT CU-NO-0311 PROVIDED BY LAND SERVICE COMPANY

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CROW WING COUNTY

GREAT RIVER ENERGY SM

WORK ORDER		
209897	THE NW 1/4 OF THE NW 1/4 OF SEC 29, T47N, R29W CROW WING COUNTY, MN	
REVISIONS		
	DATE 5/18/26	EXHIBIT B
		DWG. NO. CU-NO-0311

Drawn By: TFS

EXHIBIT A

EASEMENT NO. CU-NO-0312

GRANTOR'S PROPERTY

SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4 NE1/4), SECTION TWENTY (20), TOWNSHIP FORTY-SEVEN (47), RANGE TWENTY-NINE (29), CROW WING COUNTY, MINNESOTA.

EASEMENT AREA

AN EASEMENT LYING OVER, UNDER, AND ACROSS THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 20, TOWNSHIP 47 NORTH, RANGE 29 WEST OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF CROW WING, STATE OF MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 54 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1305.58 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE POINT OF BEGINNING OF THE AREA TO BE DESCRIBED; THENCE CONTINUING NORTH 89 DEGREES 54 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 247.34 FEET; THENCE NORTH 33 DEGREES 13 MINUTES 20 SECONDS EAST, A DISTANCE OF 434.39 FEET TO SAID EAST LINE; THENCE SOUTH 01 DEGREE 28 MINUTES 16 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 363.88 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1.03 ACRES, MORE OR LESS.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT CU-NO-0312
   PROVIDED BY LAND SERVICE COMPANY

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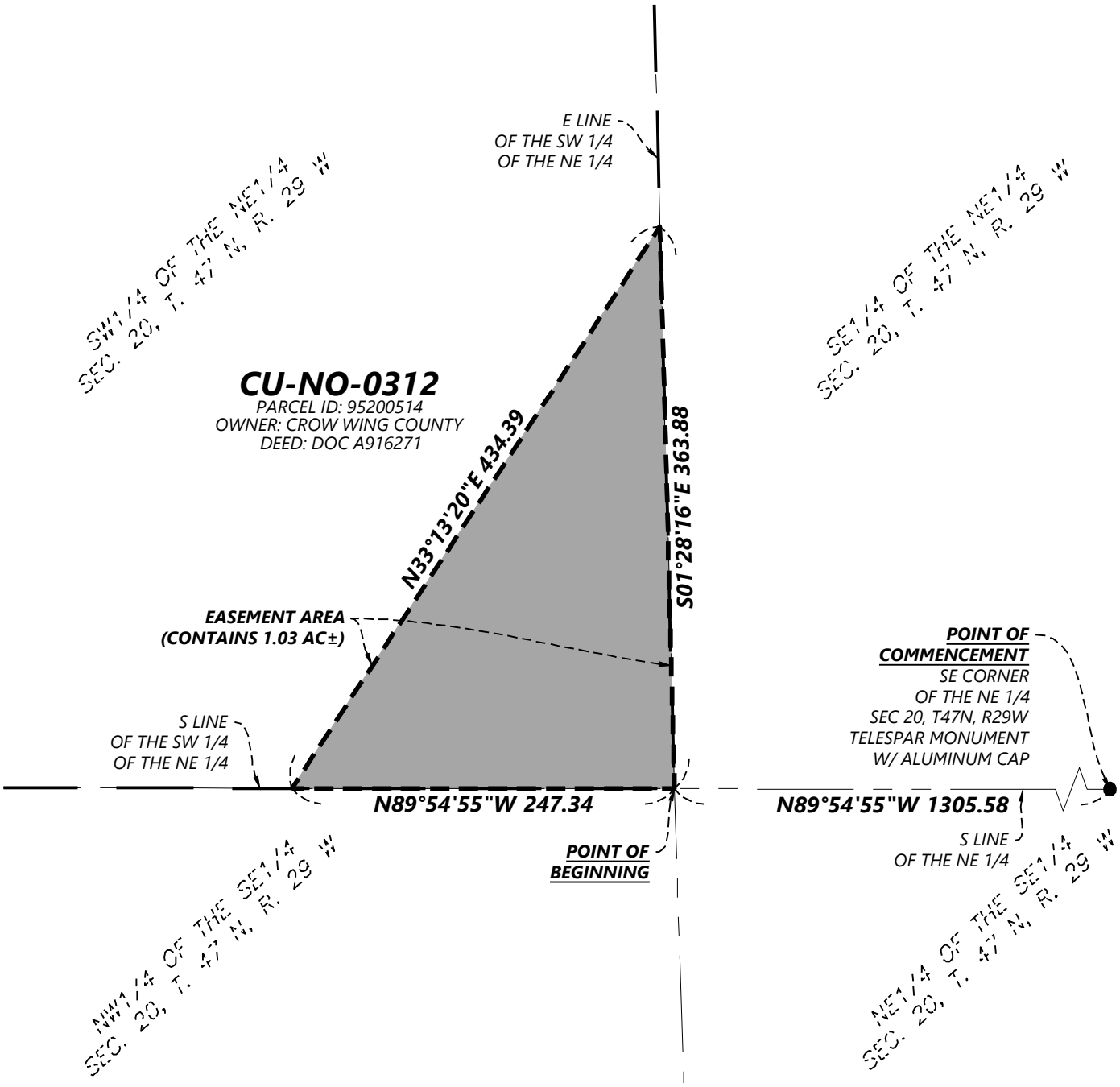
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Westwood Professional Services, Inc.

CROW WING COUNTY				
GREAT RIVER ENERGY ℠				
WORK ORDER 209897	THE SW 1/4 OF THE NE 1/4 OF SEC 20, T47N, R29W CROW WING COUNTY, MN			
REVISIONS				Drawn By: TFS
	DATE 5/19/26	EXHIBIT A	DWG. NO. CU-NO-0312	

EXHIBIT B

EASEMENT NO. CU-NO-0312



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 100'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT CU-NO-0312 PROVIDED BY LAND SERVICE COMPANY

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CROW WING COUNTY				
GREAT RIVER ENERGY℠				
WORK ORDER 209897	THE SW 1/4 OF THE NE 1/4 OF SEC 20, T47N, R29W CROW WING COUNTY, MN			
REVISIONS				Drawn By: TFS
	DATE 5/19/26	EXHIBIT B	DWG. NO. CU-NO-0312	

EXHIBIT A

EASEMENT NO. CU-NO-0370

GRANTOR'S PROPERTY

AN UNDIVIDED THREE-EIGHTHS (3/8) INTEREST IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4), SECTION THIRTY (30), TOWNSHIP ONE HUNDRED THIRTY-SIX (136) NORTH, RANGE TWENTY-SIX (26) WEST, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, CROW WING COUNTY, MINNESOTA.
CERTIFICATE NO. 61014_1_5
TORRENS PROPERTY

AN UNDIVIDED ONE-EIGHTH (1/8) INTEREST IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4), SECTION THIRTY (30), TOWNSHIP ONE HUNDRED THIRTY-SIX (136) NORTH, RANGE TWENTY-SIX (26) WEST, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, CROW WING COUNTY, MINNESOTA.
EXCEPTING THEREFROM ALL IRON ORE DEPOSITS AND OTHER MINERALS AND MINERAL SUBSTANCES IN, ON AND UNDER THE ABOVE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO ENTER THEREON, OPEN MINES, AND ERECT ALL STRUCTURES AND APPLIANCES NECESSARY OR CONVENIENT IN SEARCHING FOR, PROCURING, CARING FOR, STORING OR REMOVING SUCH MINERALS THAT MAY BE FOUND THEREIN, TOGETHER WITH THE RIGHT TO REMOVE ANY AND ALL FIXTURES PLACED THEREON.
CERTIFICATE NO. 61014_2_5
TORRENS PROPERTY

AN UNDIVIDED ONE-EIGHTH (1/8) INTEREST IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4), SECTION THIRTY (30), TOWNSHIP ONE HUNDRED THIRTY-SIX (136) NORTH, RANGE TWENTY-SIX (26) WEST, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, CROW WING COUNTY, MINNESOTA.
RESERVING ALL IRON ORE DEPOSITS AND OTHER MINERALS AND MINERAL SUBSTANCES IN, ON AND UNDER THE ABOVE DESCRIBED LANDS.
CERTIFICATE NO. 61014_3_5
TORRENS PROPERTY

AN UNDIVIDED THREE-EIGHTHS (3/8) INTEREST IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4), SECTION THIRTY (30), TOWNSHIP ONE HUNDRED THIRTY-SIX (136) NORTH, RANGE TWENTY-SIX (26) WEST, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, CROW WING COUNTY, MINNESOTA.
EXCEPTING AND RESERVING IN AND FROM THE ABOVE TRACT, ALL MINERALS, METALS AND ORES OF EVERY KIND, NATURE AND DESCRIPTION LYING IN, OVER, UPON OR CONTAINED WITHIN OR ON THE SAID TRACTS OR ANY PART THEREOF, WITH THE RIGHT AND PRIVILEGE OF AT ANY TIME ENTERING UPON SAID TRACT, OR ANY PART THEREOF, TO INSPECT, PROSPECT, EXPLORE AND DRILL FOR SUCH MINERALS, METALS AND ORES AND TO MINE AND REMOVE THE SAME.
CERTIFICATE NO. 61014_4_5
TORRENS PROPERTY

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 30, TOWNSHIP 136, RANGE 26, CROW WING COUNTY, MINNESOTA.
ABSTRACT PROPERTY

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 29, TOWNSHIP 136, RANGE 26, CROW WING COUNTY, MINNESOTA.
ABSTRACT PROPERTY

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 20, TOWNSHIP 136, RANGE 26, CROW WING COUNTY, MINNESOTA.
ABSTRACT PROPERTY

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 17, TOWNSHIP 136, RANGE 26, CROW WING COUNTY, MINNESOTA.
ABSTRACT PROPERTY

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT CU-NO-0370
   PROVIDED BY LAND SERVICE COMPANY

Westwood

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13341 Cypress Drive, Suite 101
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westwoodps.com

Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES				
GREAT RIVER ENERGY℠				
WORK ORDER 209897	PART OF SECTION 20, SECTION 29, & SECTION 30, T136N, R26W, CROW WING COUNTY, MN			
REVISIONS				
	DATE 5/19/26	EXHIBIT A	DWG. NO. CU-NO-0370	Drawn By: TFS

EXHIBIT A-1

EASEMENT NO. CU-NO-0370

EASEMENT AREA

AN EASEMENT LYING OVER, UNDER, AND ACROSS THAT PART OF THE ABOVE DESCRIBED "GRANTOR'S PROPERTY" BEING IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 136 NORTH, RANGE 26 WEST OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF CROW WING, STATE OF MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 02 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1300.28 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE POINT OF BEGINNING OF THE AREA TO BE DESCRIBED; THENCE CONTINUING NORTH 00 DEGREES 02 MINUTES 32 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 271.43 FEET; THENCE NORTH 33 DEGREES 12 MINUTES 07 SECONDS EAST, A DISTANCE OF 804.08 FEET; THENCE NORTH 33 DEGREES 12 MINUTES 03 SECONDS EAST, A DISTANCE OF 1102.67 FEET; THENCE SOUTH 56 DEGREES 47 MINUTES 57 SECONDS EAST, A DISTANCE OF 104.66 FEET; THENCE NORTH 33 DEGREES 14 MINUTES 12 SECONDS EAST, A DISTANCE OF 298.51 FEET; THENCE NORTH 32 DEGREES 25 MINUTES 42 SECONDS EAST, A DISTANCE OF 836.17 FEET; THENCE NORTH 40 DEGREES 55 MINUTES 38 SECONDS EAST, A DISTANCE OF 747.70 FEET; THENCE NORTH 40 DEGREES 13 MINUTES 08 SECONDS EAST, A DISTANCE OF 818.96 FEET; THENCE NORTH 40 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 980.31 FEET; THENCE NORTH 40 DEGREES 14 MINUTES 51 SECONDS EAST, A DISTANCE OF 879.53 FEET; THENCE NORTH 40 DEGREES 15 MINUTES 05 SECONDS EAST, A DISTANCE OF 1027.92 FEET; THENCE SOUTH 49 DEGREES 44 MINUTES 55 SECONDS EAST, A DISTANCE OF 130.05 FEET; THENCE SOUTH 40 DEGREES 15 MINUTES 05 SECONDS WEST, A DISTANCE OF 1027.91 FEET; THENCE SOUTH 40 DEGREES 14 MINUTES 51 SECONDS WEST, A DISTANCE OF 879.53 FEET; THENCE SOUTH 40 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 980.24 FEET; THENCE SOUTH 40 DEGREES 13 MINUTES 08 SECONDS WEST, A DISTANCE OF 819.76 FEET; THENCE SOUTH 40 DEGREES 55 MINUTES 38 SECONDS WEST, A DISTANCE OF 738.84 FEET; THENCE SOUTH 32 DEGREES 25 MINUTES 42 SECONDS WEST, A DISTANCE OF 827.42 FEET; THENCE SOUTH 33 DEGREES 14 MINUTES 12 SECONDS WEST, A DISTANCE OF 943.21 FEET; THENCE SOUTH 41 DEGREES 12 MINUTES 55 SECONDS EAST, A DISTANCE OF 141.49 FEET; THENCE SOUTH 48 DEGREES 47 MINUTES 05 SECONDS WEST, A DISTANCE OF 450.45 FEET; THENCE SOUTH 33 DEGREES 11 MINUTES 53 SECONDS WEST, A DISTANCE OF 939.13 FEET TO SAID SOUTH LINE; THENCE SOUTH 85 DEGREES 11 MINUTES 09 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 128.43 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 28.84 ACRES, MORE OR LESS.
SAID EASEMENT CONTAINS 28.61 ACRES, MORE OR LESS, EXCLUSIVE OF ROAD RIGHT OF WAY.

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT CU-NO-0370
   PROVIDED BY LAND SERVICE COMPANY

Westwood

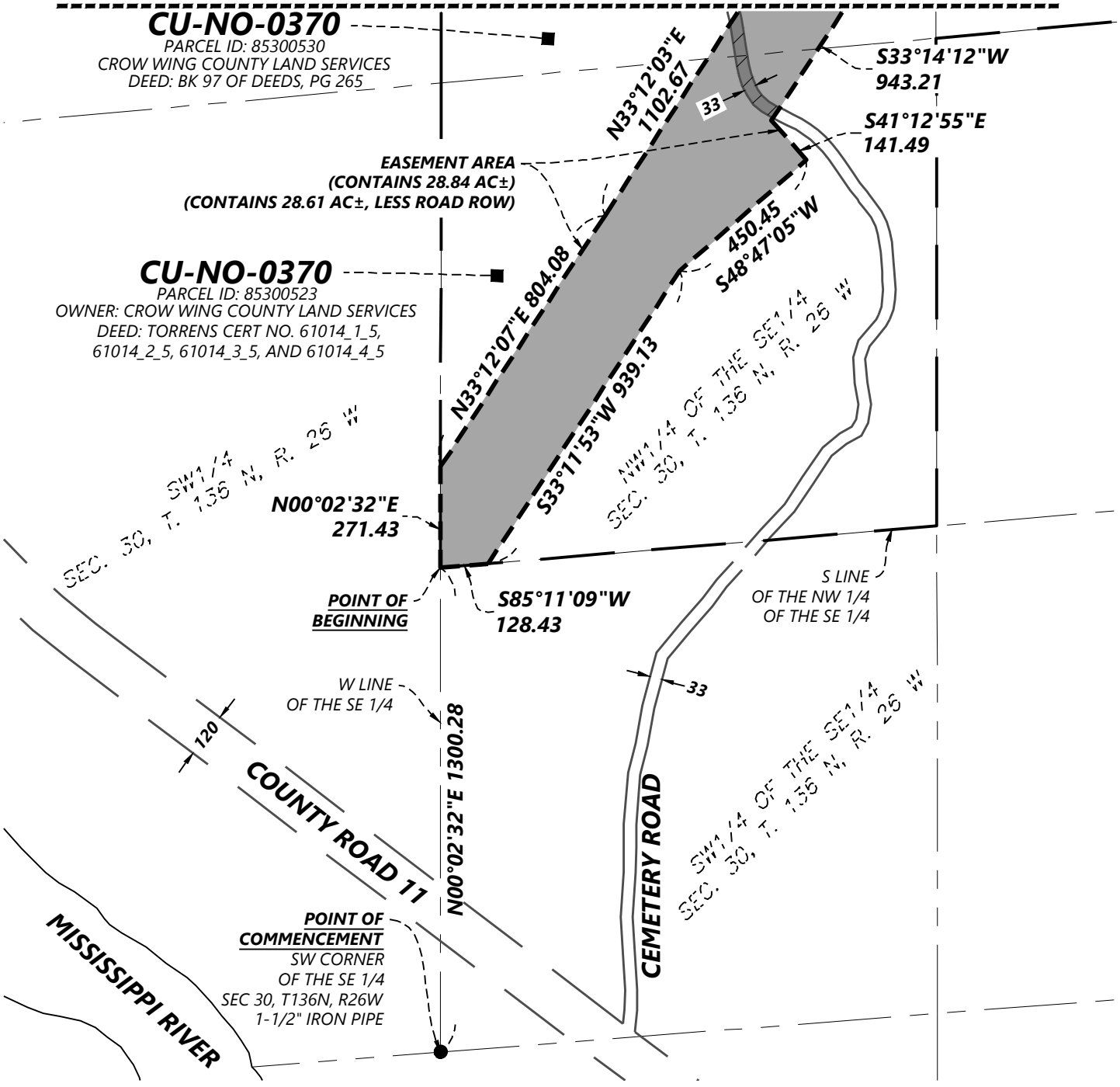
Phone (320) 253-9495
Toll Free (800) 270-9495
13341 Cypress Drive, Suite 101
Baxter, MN 56425
westwoodps.com

Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES				
GREAT RIVER ENERGY℠				
WORK ORDER 209897	PART OF SECTION 20, SECTION 29, & SECTION 30, T136N, R26W, CROW WING COUNTY, MN			
REVISIONS				Drawn By: TFS
	DATE 5/19/26	EXHIBIT A-1	DWG. NO. CU-NO-0370	

EXHIBIT B

EASEMENT NO. CU-NO-0370



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 400'

GENERAL SURVEY NOTES

1. BASIS OF BEARING: CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT CU-NO-0370 PROVIDED BY LAND SERVICE COMPANY

CROW WING COUNTY LAND SERVICES

GREAT RIVER ENERGY SM

WORK ORDER 209897	THE NW 1/4 OF THE SE 1/4 OF SEC 30, T136N, R26W, CROW WING COUNTY, MN	
REVISIONS	DATE 5/19/26	EXHIBIT B
		DWG. NO. CU-NO-0370

Drawn By: TFS

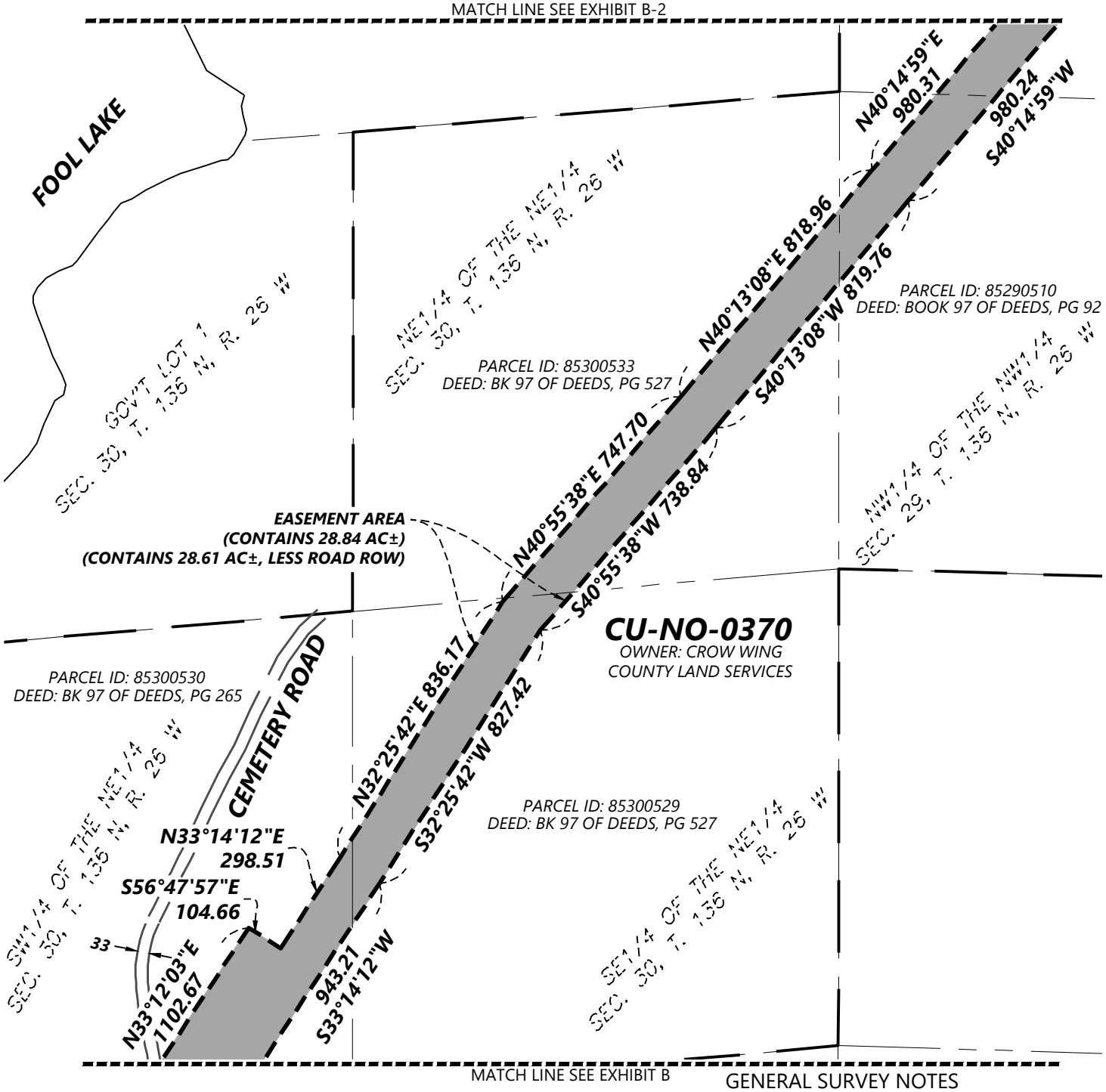
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Westwood Professional Services, Inc.

EXHIBIT B-1

EASEMENT NO. CU-NO-0370



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 400'

GENERAL SURVEY NOTES

1. BASIS OF BEARING: CROW WING COUNTY COORDINATE SYSTEM, NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE BASED ON TITLE REPORT CU-NO-0370 PROVIDED BY LAND SERVICE COMPANY

Westwood

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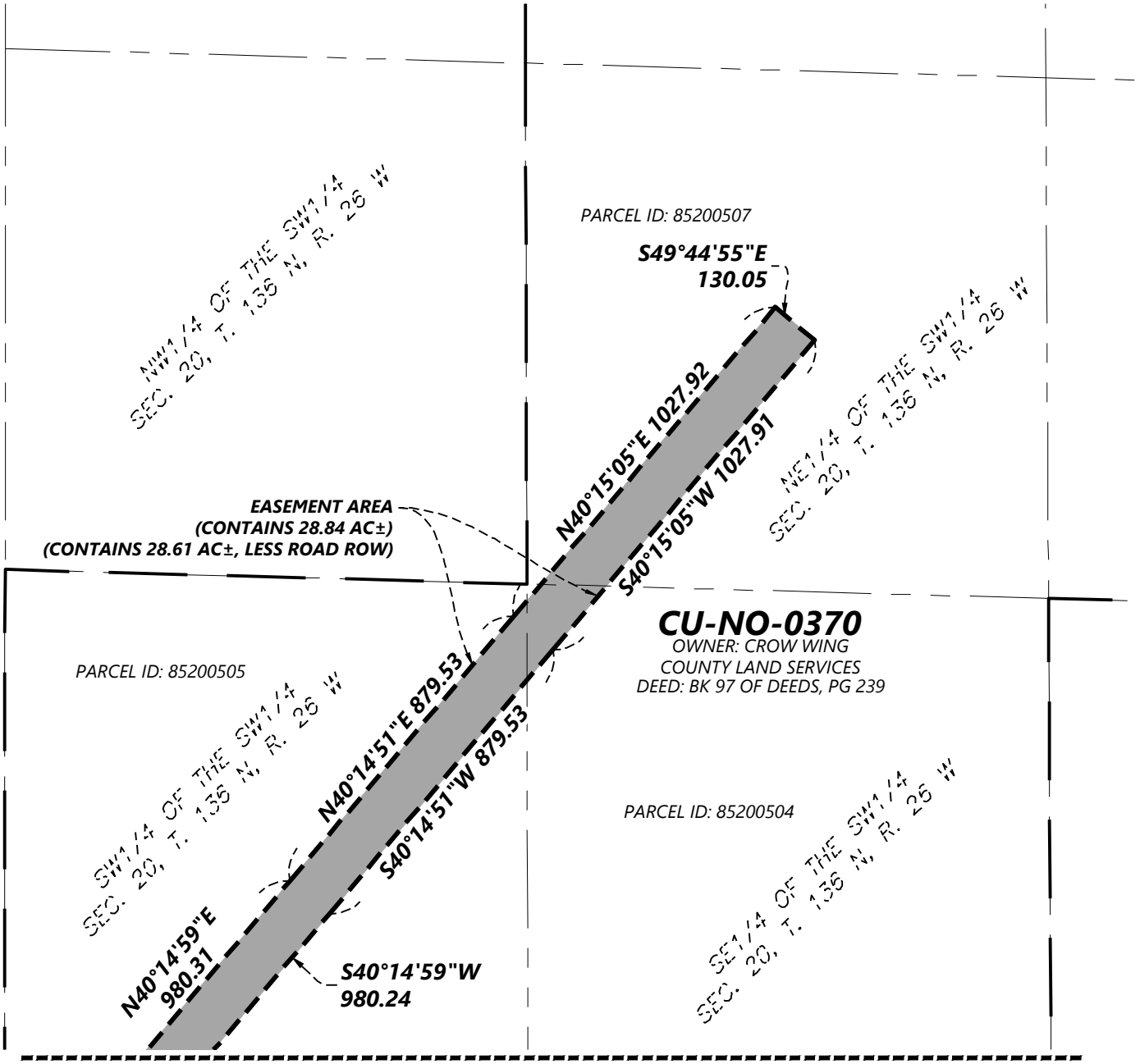
CROW WING COUNTY LAND SERVICES

GREAT RIVER ENERGY SM

WORK ORDER 209897	THE NE 1/4, SE 1/4, & SW 1/4 OF THE NE 1/4 OF SEC 30 & THE NW 1/4 OF THE NW 1/4 OF SEC 29, T136N, R26W, CROW WING COUNTY, MN		
REVISIONS			Drawn By: TFS
	DATE 5/19/26	EXHIBIT B-1	DWG. NO. CU-NO-0370

EXHIBIT B-2

EASEMENT NO. CU-NO-0370



LEGEND

- GRANTOR'S PROPERTY LINES
- EASEMENT AREA
- EASEMENT AREA WITHIN ROAD ROW
- EASEMENT CENTERLINE
- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- EASEMENT TIE LINE

0' 400'

GENERAL SURVEY NOTES

1. BASIS OF BEARING:
   CROW WING COUNTY COORDINATE SYSTEM,
   NAD83(2011) ADJUSTMENT, US SURVEY FT
2. GRANTOR'S PROPERTY DESCRIPTIONS ARE
   BASED ON TITLE REPORT CU-NO-0370
   PROVIDED BY LAND SERVICE COMPANY

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Westwood Professional Services, Inc.

CROW WING COUNTY LAND SERVICES

GREAT RIVER ENERGY SM

WORK ORDER 209897	THE NE 1/4, SE 1/4, & NW 1/4 OF THE SW 1/4 OF SEC 20, T136N, R26W, CROW WING COUNTY, MN	
REVISIONS	DATE 5/19/26	EXHIBIT B-2
		DWG. NO. CU-NO-0370

Drawn By: TFS

Budget Amendment Form
Crow Wing County

Amendment Title: Tax Forfeited Easement Amendment for Mission Reforestation and Recovery

Project Number: NA
Date Requested: 06/30/2026
Project Category: Not A Project
Department: Land Services
Mandated? No
If yes, list State Statute:

☑ **One time Revenue/Expenditure change**

☐ **Ongoing Revenue/Expenditure change**

Summary of Amendment:	**Increase**	**Decrease**	**No Change**
Property tax levy	☐	☐	☑
Fees	☑	☐	☐
Grant revenue	☐	☐	☑
Expenditures	☑	☐	☐

To calculate totals after filling out, press CTRL+A then press F9.	**Dollars**				
Year:	**2026**	**2027**	**2028**	**2029**	**2030**
REVENUES:					
Fee Revenue – Increase/(Decrease)	$453,800				
Grant Revenue – Increase/(Decrease)					
TOTAL REVENUES	**$453,800**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
EXPENDITURES:					
Operating – Increase/(Decrease)	$423,800				
Capital – Increase/(Decrease)					
TOTAL EXPENDITURES	**$423,800**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
LESS: What can be absorbed in your current operating or capital budget?					
TOTAL COST/SAVINGS OF AMENDMENT:	**$30,000**	**$ 0**	**$ 0**	**$ 0**	**$ 0**

Budget Amendment Form
Crow Wing County

Summary of amendment request:
Easements across tax forfeited lands for Phase II of the Northland Reliably Project were valued at $453,800. Land Services requests to amend the budget to account for the revenue and expenditure of these funds. We request to amend the expenditures into account 64500 in the amount of $423,800 for Mission reforestation and recovery.

Long term cost / (savings) considerations (tails):
NA

Effect on other departments (Countywide):
NA

Quantify the benefit (customers, staff, processes, environment, etc.):
Enhanced recreational opportunities for the community.

Revenue/Expenditure assumptions used in calculating amendment:
Appraisal received and internal estimates.

References and sources:
Appraisal by Steigerwaldt Land Services Inc.

If a new project, please provide the following information for Financial Services:
Organization Code: 20585
Object Code: 55970 - $453,800
64500 - $423,800
Capital: ☐ or Non-Capital: ☑

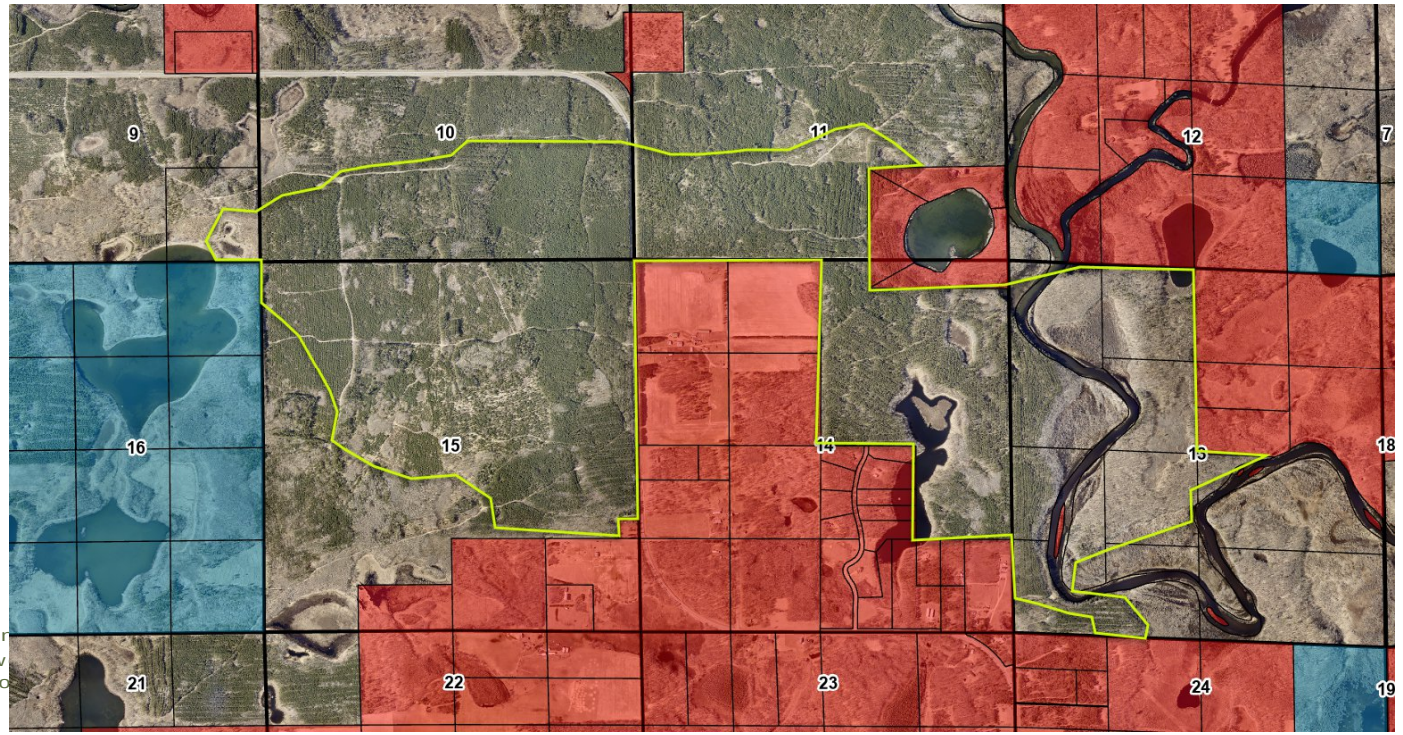
Senior Manager Approval: Gary Griffin **Date:** 07/09/26

Finance Approval: Nancy Malecha **Date:** 6-30-26

I have reviewed this Budget Amendment for accuracy, consistency, and content.

Flanders Lake Fire

- 910 acres scorched
  - $4.6M in lost revenue



Our Vision: Being Mi
Our Mission: Serve w
Our Values: Be respo



Our Vision
Our Missio
Our Value

Flanders Lake Fire



Our Vision
Our Missio
Our Value

Flanders Lake Fire

No more ticks!





Our Vision
Our Missio
Our Value

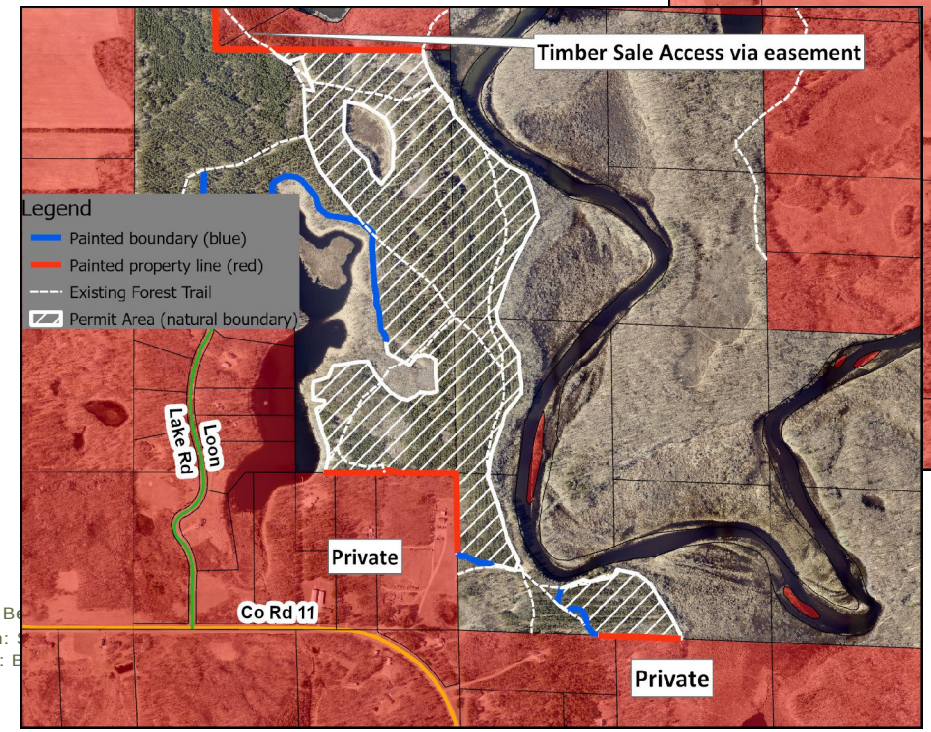
Flanders Lake Fire

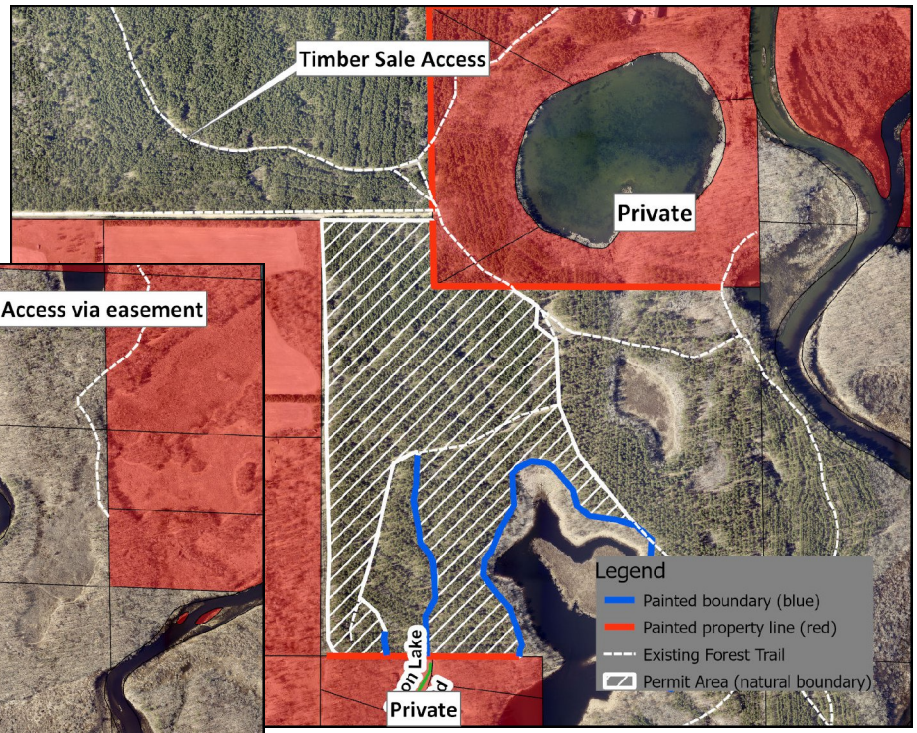


Our Vision: Being Minne
Our Mission: Serve well.
Our Values: Be responsi

Flanders Lake Fire

- 6/1/2026 Special Timber Sale
  - 2 of 8 tracts sold
    - 182 acres
    - $40,841

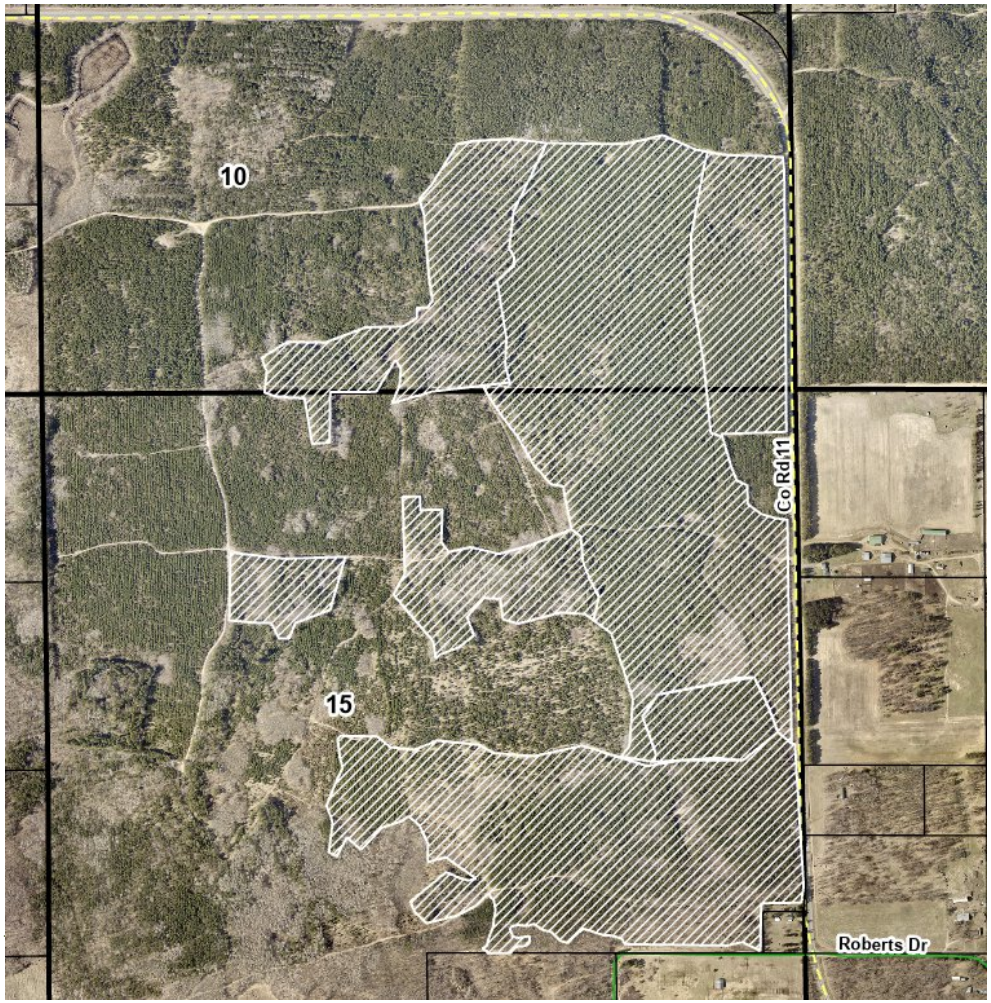




Our Vision: Be
Our Mission:
Our Values: E

Flanders Lake Fire

- 5 informal sales sold
  - $1/ truck load
  - 307 Acres



Our Vision: Being Minnesota's favorite place.
Our Mission: Serve well. Deliver value. Drive results.
Our Values: Be responsible. Treat people right. Build a better future.



Our Vision
Our Missio
Our Value



Our Vision
Our Missio
Our Value



Our Vision
Our Missio
Our Value

Flanders Lake Fire

Next Steps

- Continue to offer informal timber sales to salvage/clean up
  - Only ~110 acres of merchantable timber remain
- Root Rake/pile cut over areas where necessary
  - ~100 acres
- Disk Trench for Spring 2027 Planting





Our Vision
Our Mission
Our Values
d a better future.

Flanders Lake Fire

Next Steps

- Winter 2026 & 2027- roller chop 263 acres
  - Assuming all merchantable acres are sold
- Spring 2027 – plant 100K to 250K seedlings



- In areas with some hardwood regeneration, Jack Pine will be planted
- In areas with no hardwood regeneration- 90% Red Pine and 10% Jack Pine, White Pine or Spruce depending on the site.

Our Vision
Our Missio
Our Value

Flanders Lake Fire

Next Steps

- Fall 2027 – Bud Capping
- Fall 2027 – Disk Trench remaining burned acres
- Spring 2028 – Finish planting

Costs

Root Rake/Pile - $30,000
Disk Trenching - $111,800
Roller Chopping - $39,750
Tree Seedlings- $137,600
Tree Planting - $59,856
Tree Protection - $55,040

- Estimated cost to replant =$434,046
  - Funded from $453,800 received from Northland Reliability Project Easement

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Administration	Deborah A. Erickson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Schedule Public Hearing to Amend the Water Surface Use Ordinance

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
Approve setting a Public Hearing on Tuesday, July 28, 2026, at 9:05 AM for the purpose of discussing amendments to the Water Surface Use Ordinance.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Admin Services	Deborah A. Erickson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Schedule Public Hearing to Change Unnamed Body of Water to Little Spirit Lake

PREVIOUS ACTION:
09/25/2025 - Petition received to change name of unnamed lake
10/28/2025 - Public Hearing scheduled for December 16, 2025
12/11/2025 - Public Hearing was postponed as it was determined that the statuatory requirement for posting of the Public Hearing was not met
12/12/2025 - Received word from the DNR that the proposed name would not be approved as there is a lake nearby with the same name

The public hearing was cancelled pending further contact with the petitioner.

COMMENTS:
A new petition was received on 06/15/26 from Mike Aspelin to change the name of an unnamed lake (18-74) in Deerwood Township to Little Spirit Lake. This lake is located in Section 26 Township 46 Range 28 Deerwood Township and is south of County Road 133, east of County Road 10 and west of Lakewood Dr.

Minnesota State Statute §83A.06 state the county board must, by order, set the time and location for a hearing on the petition to be held more than 30 days after the order is made. Notice of the hearing must be:

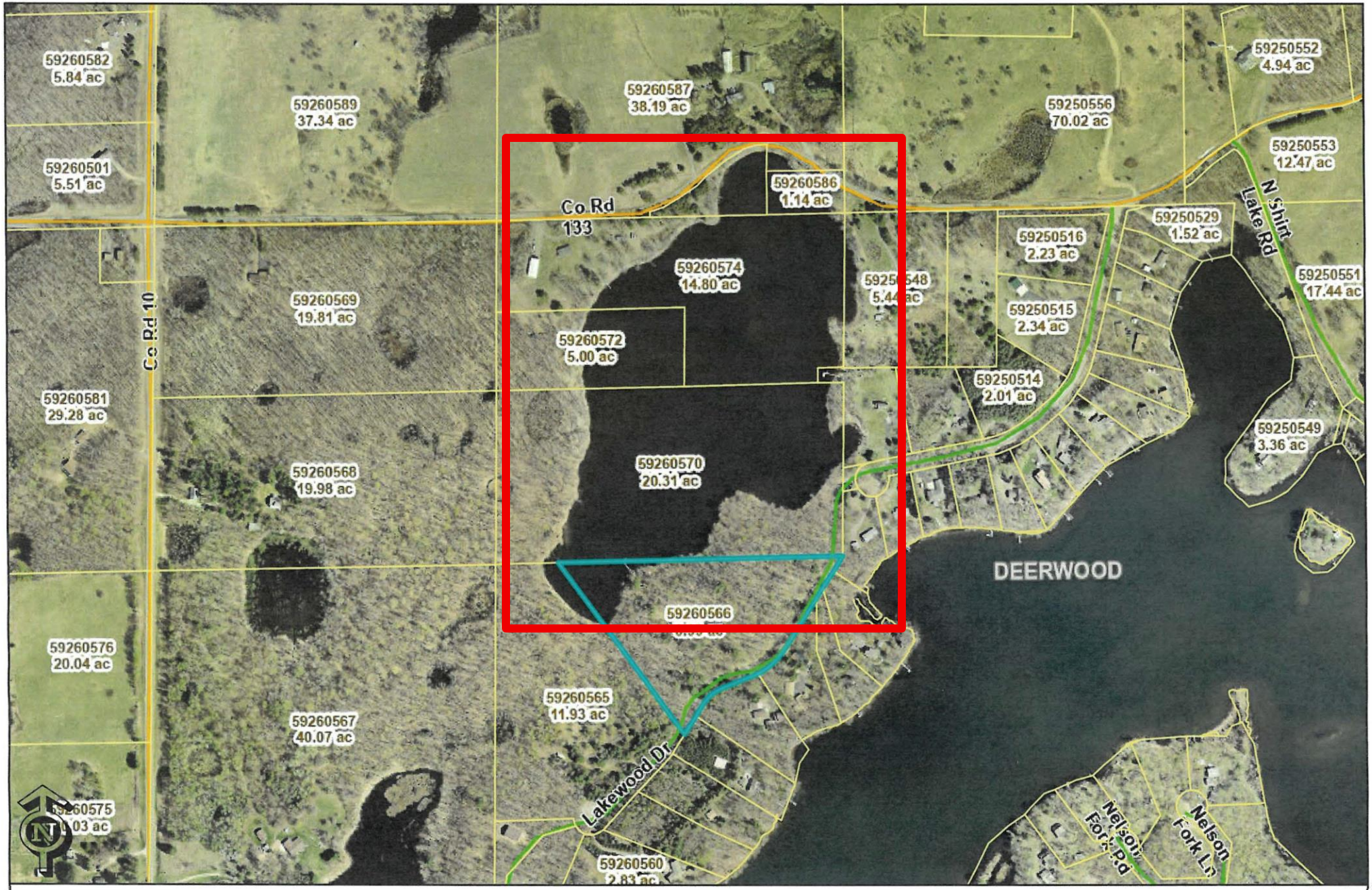
(1) Published for at least three weeks in the newspaper designated by the county board as the official newspaper for the county

(2) Served on the commissioner of natural resources

(3) Served personally on the chair of the town board of a town, on the president of a statutory city board of trustees, and on the mayor of a city that has a body of water in the petition within or adjoining the boundary of the political subdivision

RECOMMENDED BOARD ACTION:
To schedule a Public Hearing, pursuant to Minnesota Statute §83A.06, to be held on August 11, 2026, at 9:05AM to change the name of an unnamed body of water in Deerwood Township to Spirit Lake.

Approximate length of presentation:



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Crow Wing County GIS

Date: 7/30/2025 Time: 4:09 PM

PETITION TO NAME PRESENTLY UNNAMED LAKE " LITTLE SPIRIT LAKE"

In accordance with Minn. Stat. §§ 83A.02-83A.07, the undersigned registered voters of Crow Wing County, Minnesota do herby respectfully petition the Crow Wing County Board of Commissioners for a public hearing to name the presently unnamed body of water identified by the MN DNR as DOW-18007400. The lake is located in Section 26 Township 46 Range 28 Deerwood Township and is south of County Road 133, east of County Road 10 and west of Lakewood Dr.

	Signature	Printed Name	Address	City	Zipcode	Date	
1	Wendy Flinner	Wendy Flinner	1192 Gaither St	St. Paul	55117	5/23	✓
2	DENNIS GRIFF		19096 LAKEWOOD PA	DEERWOOD	56444	5/23	✓
3	Jeff Beseman	JEFF BESEMAN	19253 N. SHIRT LK RD	DEERWOOD	56444	5/23	✓
4	Mary Gargano	MARY GARGANO	681 Butternut Ave	St. Paul	55102	5/23	✓
5	Debra Madden-Peterson	Debra Madden-Peterson	23859 98th St NW	ELK RIVER	55330	5/23/26	✓
6	Pamela Borstrom	Pamela Borstrom	18731 Shoreview Dr.	Deerwood	56444	5/23/26	✓
7	Birdie Walth	Birdie Walth	26764 Nelson Dr	Deerwood	56444	5/23/26	✓
8	Jim Walth	Jim Walth	26764 Nelson Dr	Deerwood	56444	5/23/26	✓
9	Chuck Gargano	CHUCK GARGARO	681 BUTTERNUT AV	ST. PAUL	55102	23MAY26	✓
10	Claudia Tessmer	CLAUDIA TESSMER	~~26812 Nelson Dr~~	Deerwood	56444	5/23/26	✓

CROW WING COUNTY
JUN 15 2026
ADMIN OFFICE

	Signature	Printed Name	Address	City	Zipcode	Date	
11	Mark Schneider	Mark Schneider	19047 Nelson Folk Rd	Deerwood	56444	5-23-26	✓
12	Brian Peterson	BRIAN PETERSEN	19464 LAKEWOOD DR	DEERWOOD	56444	5-23-26	✓

13		Zach McClain	20615 Admiral Patch Dr.	Deerwood	56444	5/23/26	✓
14		Kathy Ohmann	18440 Arbor Lk. Rd	Deerwood	56444	5/23/26	✓
15		MARIAN K. FREESE	19325 Lakewood Dr	DEERWOOD	56444	5/23/26	✓
16		Julie Aspelin	19215 Lakewood Dr	Deerwood	56444	5/23/26	✓
17		Michael Aspelin	19215 Lakewood Dr.	Deerwood	56444	5/23/26	✓
18		STEVEN FREESE	19325 LAKEWOOD DR.	DEERWOOD	56444	5/23/26	✓
19							
20							

	Signature	Printed Name	Address	City	Zipcode	Date	
11		Mike Klee	19005 Lakewood Dr	Deerwood MN	56444	5/23/26	✓
12		Andrea Anderson	19478 Lakewood Dr	Deerwood	56444	5/23/26	✓
13		Paula Swiggum	19038 Nelson Forks Rd	Deerwood	56444	5/23/26	✓
14		Kyle L Stein	19120 Lakewood DR.	Deerwood	56444	5/23/26	✓
15		Cory Schneider	19047 Nelson Forks RD.	Deerwood	56444	5/23/26	

6-26-2026

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Administration	Deborah A. Erickson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Appointment to Crow Wing County HRA

PREVIOUS ACTION:
06/09/26 - Accepted resignation of Michael Aulie from the Crow Wing County HRA.

COMMENTS:

RECOMMENDED BOARD ACTION:
Appoint Trever Gutzman to replace Michael Aulie as the District 5 representative on the Crow Wing County Housing and Redevelopment Authority for a term expiring 12/31/26; and further, a Certificate of Appreciation is to be prepared for Mr. Aulie for his service to Crow Wing County.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Land Services	Deborah A. Erickson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Northland Arboretum Land Acquisition Project

PREVIOUS ACTION:

3/11/2025 – Resolution of Support designating Northland Arboretum as a regional park

3/11/2025 – Resolution of Intent to Purchase 115.9 acres from Northland Arboretum

7/8/2025 – Resolution approving Greater Minnesota Legacy Grant application

COMMENTS:

The county currently owns 87.9 within the boundaries of the Northland Arboretum that are on a 100-year lease to the arboretum for recreational purposes. With the designation of the arboretum as a regional park, they are looking to transfer ownership of an additional 115.9 acres within the arboretum boundaries to the county if the county is successful in securing grant funding through the Greater Minnesota Legacy funds. These additional acres would be leased to the arboretum under a new 100-year lease agreement which would bring the total acreage under lease to 203.8 acres.

A grant application submitted in July 2025 was unsuccessful as there was no county funding match. A one-time, non-precedent-setting match equal to 5% of the final appraised value of the 115.9 acres to be acquired not to exceed $30,000 is being requested.

RECOMMENDED BOARD ACTION:

- Approve RESOLUTION OF INTENT TO PURCHASE 115.9 ACRES FROM PAUL BUNYAN ARBORETUM (DBA NORTHLAND ARBORETUM)
- Approve Budget Amendment – Tax Forfeited Easement Amendment Arboretum Grant Match
- Approve NORTHLAND ARBORETUM DNR FUNDING AGREEMENT

Approximate length of presentation:

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: **Resolution:**
OFFERED BY COMMISSIONERS: and
AYES: NAYS:

RESOLUTION OF INTENT TO PURCHASE 115.9 ACRES OF LAND FROM PAUL BUNYAN ARBORETUM (DBA NORTHLAND ARBORETUM)

WHEREAS, the Crow Wing County Commissioners ("the Board") recognize the importance of preserving natural areas and supporting recreational opportunities for the benefit of the community, and

WHEREAS, the Paul Bunyan Northland Arboretum ("the Northland Arboretum") has played a vital role in maintaining and managing 115.9 acres of land, which serves as a significant natural and recreational resource for Crow Wing County residents and visitors, and

WHEREAS, the Board seeks to ensure the long-term preservation, enhancement, and accessibility of this property for public enjoyment while respecting the Arboretum 's historical stewardship and management of the land, and

WHEREAS, the parties agree that the fair market assessed value will determine the sale price of the land to ensure a fair and transparent transaction, and

WHEREAS, funding through the Greater Minnesota Regional Parks and Trails Commission is a critical component in facilitating this purchase.

NOW, THEREFORE, BE IT RESOLVED by the Crow Wing County Commissioners as follows:

1. **Intent to Purchase:** The Board declares its intent to purchase the 115.9 acres of land from the Northland Arboretum, contingent upon the fulfillment of the conditions outlined in this resolution. The parcel numbers are 41320502 (34.9 acres), 41320503 (40.4 acres), and 41320500 (40.6 acres). The Northland Arboretum will retain ownership of 3 acres west of the Paul Bunyan Trail on parcel number 41320502.

2. **Conditions for Purchase:** The purchase is subject to the approval of a comprehensive Master Plan by the Crow Wing County Board, ensuring that the development and use of the property align with the County's goals for natural resource preservation and public recreation.

3. **Conditions for Purchase:** Crow Wing County has the ultimate responsibility to fulfill all original grant contracts should the land ever be converted to non-recreational use, due to prior state and federal funding obligations.

4. **Conditions for Purchase:** The purchase is further subject to financing of the transaction through the Greater Minnesota Regional Parks and Trails Commission. The transaction shall not proceed unless the necessary funds are secured.

5. **Lease of Property to Northland Arboretum:** Upon the completion of the purchase, the County agrees to lease the newly acquired land to the Northland Arboretum and the currently leased parcels (40050650, 40050663, 40050637 totaling 87.9 acres) under a new 100-year lease agreement. This agreement will stipulate that the Arboretum shall continue to maintain and manage the property, ensuring its ongoing care and alignment with the Master Plan. The total amount of leased land under this new lease agreement will be 203.8 acres.

6. **Execution and Collaboration:** The Crow Wing County staff and the Northland Arboretum Board shall work collaboratively to finalize all necessary agreements and documentation to implement this resolution.

BE IT FURTHER RESOLVED, that Crow Wing County commits to providing a cash match equal to five percent (5%) of the final appraised value of the approximately 115.9 acres to be acquired from the Northland Arboretum, based upon the certified DNR appraisal prepared for the project, in an amount not to exceed Thirty Thousand Dollars ($30,000).

BE IT FURTHER RESOLVED, that these funds shall serve as the required local match for the Greater Minnesota Regional Parks and Trails Commission Legacy Grant application for the Northland Arboretum Land Acquisition Project, subject to grant award and final approval of the acquisition.

BE IT FURTHER RESOLVED, that the Crow Wing County Board authorizes the appropriate County officials to execute all documents necessary to fulfill this funding commitment and complete the acquisition if grant funding is awarded.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its passage by the Crow Wing County Board of Commissioners.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ***ss***

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on < >, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this <X day of X, 20XX>.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

Budget Amendment Form
Crow Wing County

Amendment Title: Tax Forfeited Easement Amendment Arboretum Grant Match

Project Number: NA
Date Requested: 06/30/2026
Project Category: Not A Project
Department: Land Services
Mandated? No
If yes, list State Statute:

☑ **One time Revenue/Expenditure change**

☐ **Ongoing Revenue/Expenditure change**

Summary of Amendment:	**Increase**	**Decrease**	**No Change**
Property tax levy	☐	☐	☑
Fees	☐	☐	☑
Grant revenue	☐	☐	☑
Expenditures	☑	☐	☐

To calculate totals after filling out, press CTRL+A then press F9.	**Dollars**				
Year:	**2026**	**2027**	**2028**	**2029**	**2030**
REVENUES:					
Fee Revenue – Increase/(Decrease)	$0				
Grant Revenue – Increase/(Decrease)					
TOTAL REVENUES	**$0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
EXPENDITURES:					
Operating – Increase/(Decrease)	$30,000				
Capital – Increase/(Decrease)					
TOTAL EXPENDITURES	**$30,000**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
LESS: What can be absorbed in your current operating or capital budget?	$30,000				
TOTAL COST/SAVINGS OF AMENDMENT:	**$0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**

Budget Amendment Form
Crow Wing County

Summary of amendment request:
Easements across tax forfeited lands for Phase II of the Northland Reliably Project were valued at $453,800. Land Services requested to amend the budget to account for this revenue. This amendment is to request an amendment to the expenditure of these funds in the amount of $30,000 for an Arboretum grant match.

Long term cost / (savings) considerations (tails):
NA

Effect on other departments (Countywide):
NA

Quantify the benefit (customers, staff, processes, environment, etc.):
Enhanced recreational opportunities for the community.

Revenue/Expenditure assumptions used in calculating amendment:
Appraisal received and internal estimates.

References and sources:
Appraisal by Steigerwaldt Land Services Inc.

If a new project, please provide the following information for Financial Services:
Organization Code: 20585
Object Code: 62490
Capital: ☐ or Non-Capital: ☑

Senior Manager Approval: Gary Griffin **Date:** 07/09/26

Finance Approval: Nancy Malecha **Date:** 6-30-26

I have reviewed this Budget Amendment for accuracy, consistency, and content.

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: **Resolution:**
OFFERED BY COMMISSIONERS: and
AYES: NAYS:

RESOLUTION APPROVING A GREATER MINNESOTA LEGACY GRANT APPLICATION TO THE GREATER MINNESOTA REGIONAL PARKS AND TRAILS COMMISSION AND MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR THE NORTHLAND ARBORETUM LAND ACQUISITION PROJECT

WHEREAS, Crow Wing County has the right and authority to sponsor a grant funding request to the Greater Minnesota Regional Parks and Trails Commission (GMRPTC).

WHEREAS, Crow Wing County has a right and authority to act as Legal Sponsor for the State Grant Application (the "Application") and will work with the Minnesota Department of Natural Resources ("DNR"), in developing a Grant Agreement relating to the funding which may be awarded by the GMRPTC.

THEREFORE, BE IT RESOLVED, That Crow Wing County certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and monitor and report any actual, potential, or perceived conflicts of interest to the GMRPTC and DNR.

BE IT FURTHER RESOLVED, that Crow Wing County confirms all of the information in its Application and further confirms that it has no expectation of, or entitlement to, reimbursement of costs incurred prior to grant agreement execution date and, if applicable, it has not entered into a written purchase agreement to acquire property described in its Application if grant funds are to be used for the purchase.

BE IT FURTHE RESOLVED, that Crow Wing County has or will acquire a fee interest ownership or permanent easement over the land described in the Application for regional parks and regional special feature parks as applicable. The applicant has or will acquire a fee interest, permanent or perpetual easement or minimum twenty-five (25) year lease over the land described in the Application for regional trails or regional special feature parks, as applicable and approved, before the project proceeds.

BE IT FURTHER RESOLVED, that Crow Wing County agrees that it will comply with all applicable laws, regulations and requirements as stated in the Grant Agreement with the DNR, including dedicating the park property for uses consistent with the grant agreement into perpetuity or for trails, committing to maintain the trails for a period of not less than twenty-five (25) years, and dedicating all land acquired under the project for uses consistent with the grant agreement into perpetuity.

BE IT FURTHER UNDERSTOOD, that the GMRPTC will confirm at such time that it has made the award of funds authorizing a Grant Agreement to be developed between the DNR and Crow Wing County.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ***ss***

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on < >, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this <X day of X, 20XX>.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Administration	Deborah A. Erickson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Property Assessed Clean Energy Program (MinnPACE) Participation

PREVIOUS ACTION:

COMMENTS:

Crow Wing County has received a request from the St. Paul Port Authority on behalf of the property owner at 15 Washington Street, to participate in the Property Assessed Clean Energy (MinnPACE) program. The MinnPACE program is a nationwide program that is administered at the state level to provide a financing tool for commercial property owners to fund energy efficiency improvements that are administered by the St. Paul Port Authority, under statute. There are currently 68 counties across the state that have joined the program. Property owners apply to the SPPA who is responsible for vetting the application for eligibility and securing private capital funding.

The county's role is limited to special assessment administration – the board would need to authorize a special assessment against the property, collect the assessment with the annual property taxes and remit the collected assessment amount to the SPPA. There are no levy dollars associated with these projects, just special assessments and no financial risk or liability to the county. There would be increased administrative effort similar to what occurs when municipalities certify special assessments. Statute does allow for an administrative fee to be collected for special assessment administration.

If the board chooses to participate in the MinnPACE program, a joint powers agreement would need to be entered into with the St. Paul Port Authority and would allow the SPPA to consider applications throughout Crow Wing County regardless of municipality.

RECOMMENDED BOARD ACTION:

Consider participation in the Property Assessed Clean Energy program and authorize Joint Powers Agreement with St. Paul Port Authority.

Approximate length of presentation:

JOINT POWERS AGREEMENT

This Joint Powers Agreement (the "Agreement"), made and entered into as of the _____ day of _____, _____, by and between the Port Authority of the City of Saint Paul (the "Port Authority"), a body corporate and politic, and the County of Crow Wing, Minnesota, a political subdivision under the laws of Minnesota (the "County"), provides as follows:

WHEREAS, the Port Authority has been engaged in governmental programs for providing financing throughout the State of Minnesota (the "State") by making loans evidenced by various financing leases and loan agreements, and in the process of operating these programs the Port Authority has developed a high degree of financial expertise and strength;

WHEREAS, Minnesota Statutes, Sections 216C.435 and 216C.436 and Chapter 429 and 471.59 (collectively the "Act") authorize the County to provide for the financing of the acquisition and construction or installation of energy efficiency and conservation improvements (the "Cost Effective Energy Improvements" as defined in the Act or "Improvements") on Qualifying Real Properties" as defined in the Act (the "Properties" or "Property") located within the boundaries of the County through the use of special assessments;

WHEREAS, the Act authorizes the County to designate a local government unit other than the County to implement the program under the Act on behalf of the County;

WHEREAS, the County has one or more projects (a "Project") within the boundaries of the County that have Improvements in need of financing, and has adopted its Resolution No. _____ (a copy of which is attached hereto as Exhibit A) to designate the Port Authority to implement and administer a program on behalf of the County to finance such Improvements;

WHEREAS, the Port Authority has created a program under the Act known as the Property Assessed Clean Energy Program ("MinnPACE") for purposes of implementing and administering the activities described in the Act, and the Port Authority is willing to implement and administer that program on behalf of the County as requested herein;

WHEREAS, the County has expressed a desire to make energy improvement financing programs of the kind managed by the Port Authority available for improvements of eligible properties within its boundaries, including but not limited to the Energy Savings Partnership, Trillion BTU and MinnPACE, and a joint powers agreement is required between the County and the Port Authority for MinnPACE; and

WHEREAS, the Improvements will serve citizens of the County and the State of Minnesota.

NOW THEREFORE, in consideration of the mutual covenants herein made, the parties to this Agreement hereby agree as follows:

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1. The Port Authority will exercise the powers of the Act on behalf of the County by providing financing for Improvements located within the boundaries of the County. Except as otherwise provided in this Agreement, the Port Authority shall be solely responsible for the implementation and administration of MinnPACE and the financing of the Improvements.

2. In connection with its implementation and administration of MinnPACE, and its financing of the Improvements located within the boundaries of the County, it is anticipated that the Port Authority will enter into various agreements with persons wishing to obtain financing for Improvements located within the boundaries of the County as well as with sources of financing for such Improvements (collectively the "Program Documents").

3. The Port Authority may and is permitted to charge fees for its implementation and administration of MinnPACE, which fee will be described in, and payable under, the Program Documents.

4. As between the County and Port Authority, the Port Authority will have the sole duty and responsibility to comply with or enforce covenants and agreements contained in the Program Documents. This power specifically includes the responsibility for monitoring and enforcing compliance with the provisions of the Program Documents to the extent required by the Port Authority thereunder.

5. Either the Port Authority or a lending institution (the "Lender") will use its own financial resources to finance the Improvements (the "Loan"), or a taxable special assessment revenue bond(s) (the "Bond(s)") issued by the Port Authority in favor of the Lender will be used to finance the Improvements. Regardless of the financing mechanism, the Lender will advance funds under the Program Documents to be paid from levied special assessments.

6. The Loan(s) or Bond(s) must be a special/limited obligation of the Port Authority, payable solely from special assessments levied by the County as provided herein. The Loan(s) or Bond(s) and interest thereon must neither constitute nor give rise to a general indebtedness or pecuniary liability, or a general or moral obligation, or a pledge or loan of credit of the Port Authority, the County, the City of Saint Paul or the State of Minnesota, within the meaning of any constitutional or statutory provision. To that end, the Port Authority hereby agrees to indemnify and hold harmless the County from and against any claims or losses arising out of the failure of the Port Authority to provide for the payment of principal of, and the interest or any premium on the Loan(s) or Bond(s), from special assessment payments actually paid to and received by the Port Authority by the County. This indemnity must not, however, be construed to relate to any claims or losses which might arise by virtue of the exercise, by the County, of its governmental powers in connection with the Project, or by virtue of the failure of the County to levy and collect special assessments with respect to the Improvements or promptly remit such special assessment payments to the Port Authority as provided in the Program Documents.

7. As and for its contribution to the financing of the Improvements, and as provided in the Act, the County must impose and collect special assessments necessary to pay debt service on that portion of the Loan(s) or Bond(s) attributable to the Improvements located within the boundaries of the County. Evidence that the County has imposed such special assessments is a

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precondition to the Port Authority's obligation to provide financing to any Improvements located within the boundaries of the County in accordance with the following process:

A. The Port Authority shall provide to County an application ("Application") from an applicant ("Applicant") under the MinnPACE program which includes the following documentation:

1) A copy of the Application containing the legal name of the Applicant, its legal status, its legal address, a description of the Project, the cost of the Improvements, the total amount to be assessed against the Property and the address, legal description and tax identification code for the Property upon which the Improvements are to be constructed or installed.

2) A statement from the Port Authority that the proposed Project as described in the Application qualifies under the requirements of the Act and the Port Authority.

3) A fully-executed copy of the Applicant's Petition and Assessment Agreement suitable for evidencing, and recording if necessary, Applicant's agreement to be assessed for the amount of the Improvements.

B. Upon receipt of the documentation described in Subparagraph A above, County agrees that it will levy an assessment against the Property for the amount to be assessed as set forth in Section 7.A. above.

C. Evidence that the County has imposed such special assessments is a precondition to the Port Authority's obligation to provide financing to any Improvements located within the boundaries of the County.

D. In the event that, after the County levies an assessment against the Property for the costs of the Improvements and related costs as provided for in Subparagraph B above, the Port does not fund the cost of the Improvements as contemplated by this Agreement, the Port shall promptly notify County that it has not and will not fund the costs of the Improvements under the Program and County shall thereafter inform the County Auditor to remove the subject assessment from the Property.

8. Once the County has imposed special assessments to finance Improvements located within the boundaries of the County, the County must transfer all collections of the assessments received by it upon receipt to the Port Authority for application to the payment of the applicable Loan(s) or Bond(s). The County will take all actions permitted by law for the recovery of the assessments, including without limitation, reinstating the outstanding balance of assessments when the land returns to private ownership, in accordance with Minn. Stat. Section 429.071, Subd. 4. The County has no obligation to make any payment on the applicable Loan(s) or Bond(s) other than by the imposition and collection of special assessments pursuant to the Act. The County acknowledges that the Lender is a third-party beneficiary of the County's covenants herein with respect to the imposition and transfer of special assessments described herein.

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9. Unless otherwise provided by mutual written agreement of the Port Authority and the County, this Agreement will terminate upon a 30-day's advanced written notice to the other Joint Powers Agreement partner or upon the retirement or defeasance of all Loan(s) or Bond(s), whichever is later; and notwithstanding any other provisions, this Agreement may not be terminated in advance of such retirement or defeasance.

10. This Agreement may be amended by the Port Authority and the County, at any time, by an instrument executed by both of them. The Port Authority or the County may not amend this Agreement, however, if the effect of the amendment would impair the rights of the holder of the Loan(s) or Bond(s), unless the holder has consented to the amendment.

11. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

12. This Agreement may be executed in any number of counterparts, each of which when taken together will constitute a single agreement.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the Port Authority and the County have caused this Agreement to be executed on their behalf, by their duly authorized officers, as of the day and year first above written.

PORT AUTHORITY OF THE
CITY OF SAINT PAUL

By: _____
Its: President and Chief Executive Officer

By: _____
Its: Chief Financial Officer

Reviewed and Approved as to form:

By:_____
Saint Paul Port Authority General Counsel

COUNTY OF CROW WING, MINNESOTA

By: _____
Its: _____

By: _____
Its: _____

Reviewed and Approved as to form:

By:_____
Crow Wing County Attorney

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BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: **Resolution:**
OFFERED BY COMMISSIONERS: and
AYES: NAYS:

RESOLUTION DESIGNATING THE PORT AUTHORITY TO IMPLEMENT AND ADMINISTER A PROPERTY ASSESSED CLEAN ENERGY IMPROVEMENT FINANCING ON BEHALF OF THE COUNTY, AND PROVIDING FOR THE IMPOSITION OF SPECIAL ASSESSMENTS AS NEEDED IN CONNECTION WITH THAT PROGRAM

BE IT RESOLVED by the Board of Commissioners of the County of Crow Wing (the "County"), as follows:

1. The Port Authority of the City of Saint Paul (the "**Port Authority**") has established the Property Assessed Clean Energy Program ("**MinnPACE**") to finance the acquisition and construction or installation of energy efficiency and conservation improvements (the "**Improvements**"), on properties located throughout the State of Minnesota through the use of special assessments pursuant to Minnesota Statutes Sections 216C.435 and 216C.436 and Chapter 429 and 471.59 (the "Act").

2. In order to finance the Improvements, the County hereby determines that it is beneficial to participate in MinnPACE, and to designate the Port Authority as the implementor and administrator of that program on behalf of the County for purposes of financing Improvements located within the County.

3. The County understands that the Port Authority may obtain funding from designated lending institutions or may issue its MinnPACE special assessment revenue bond(s) to finance the Improvements, and that the sole security for the loan(s) or bond(s) will be special assessments imposed by the governmental entity participating in MinnPACE.

4. To facilitate and encourage the financing of Improvements located within the County, the County covenants to levy assessments for said Improvements on the property so benefitted, in accordance with the Application and Petition for Special Assessments received from the owner(s) of the Property and approved by the Port Authority. The interest rate on the Special Assessments shall be the interest rate on the Loan(s) or Bond(s), and may include additional interest.

5. After imposition of the special assessments, the County shall collect such assessments and remit them to the Port Authority for use in the repayment of the Loan(s) or Bond(s). The County will take all actions permitted by law to recover the assessments, including without limitation, reinstating the outstanding balance of assessments when the land returns to private ownership, in accordance with Minn. Stat. Section 429.071, Subd. 4.

6. The County Administrator is authorized to execute on behalf of the County, any documents, certificates or agreements necessary to implement the program authorized by this resolution.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on < >, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this <X day of X, 20XX>.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: **Resolution:**
OFFERED BY COMMISSIONERS: and
AYES: NAYS:

CERTIFICATION OF PROPERTY ASSESSED CLEAN ENERGY (PACE) CHARGES FOR ENERGY IMPROVEMENTS ON 15 WASHINGTON ST, BRAINERD

WHEREAS the Crow Wing County Board of Commissioners (County) approved the joint powers agreement (JPA) with the Port Authority of the City of Saint Paul (Port Authority) designating the Port Authority to implement and administer Property Assessed Clean Energy (PACE) improvement financing on behalf of the County and providing for the impositions of special assessments pursuant to Minn. Stat. § 216C.435 and 216C.436 and Chapter 429 and as needed in connection with that program; and

WHEREAS, the County understands that the Port Authority will issue its PACE special assessment revenue bonds to finance the improvements and that the sole security for the bond will be special assessments imposed by the other cities and/or counties participating in PACE; and

WHEREAS, after imposition of the special assessments, the County will collect the assessment payments twice a year and remit them to the Port Authority for use in the repayment of the loan(s) or bond(s); and

WHEREAS, the County will take all actions permitted by law to recover the assessments, including, without limitation, reinstating the outstanding balance of assessments when the land returns to private ownership, in accordance with Minn. Stat. § 429.071, subd. 4; and

WHEREAS, the special assessment will be certified to the County Land Services Director and entered into the tax lists for the following year; and

WHEREAS, the annual installment and interest for current and delinquent collections or payoffs will be collected and disbursed at the same time and in the same manner as real property taxes, in accordance with Minn. Stat. §§ 276.11 and 276.111; and

WHEREAS, the special assessment, with accruing interest, is a lien upon the benefited property until paid.

NOW, THEREFORE, BE IT RESOLVED, that the Crow Wing County Board of Commissioners hereby authorizes the Land Services Director to extend the proposed special assessment plus accruing interest on the property set forth and listed below:

- **Property Owner**: Brainerd River Oaks LLC
- **Parcel Number:** 41251140
- **Assessment**: $108,000
- **Interest Rate**: 6.25%
- **Finance Period**: 14 years
- **Accrual Date**: 1/1/2027

BE IT FURTHER RESOLVED, that the Land Services Director is authorized to extend the proposed special assessment plus interest on the properties identified herein and record this assessment against the properties with the County Recorder.

STATE OF MINNESOTA)
COUNTY OF CROW WING) *ss*

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on < >, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this <X day of X, 20XX>.

_____
DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

MinnPACE

400 N Wabasha Street | Suite 240 | Saint Paul, MN 55102
651-224-5686 (phone) | 651-223-5198 (fax)

Special Assessments Application and Petition Agreement

The Property Assessed Clean Energy Program (MinnPACE), administered by the Saint Paul Port Authority, provides a finance mechanism for the installation of energy efficiency, renewable and conservation Improvements that are permanently fixed to the eligible properties and petition for special assessments in accordance with Minnesota Statutes Sections 216C.435 and 2016C.436 and Chapter 42, and the MinnPACE program. *For further information on eligibility requirements, see the Administrative Guidelines and Financing Summary found at minnpace.com or contact the Saint Paul Port Authority at 651-204-6236.* This MinnPACE Agreement contains an Application section, a Petition for Special Assessment, and designated attachments, all of which must be reviewed and completed, and constitute a full and complete agreement.

APPLICATION

Eligibility Requirements

- Applicant(s) is/are legal owner(s) of the Property described in the Application (the "Property.")
- Property is developed and located within the City of Brainerd and County of Crow Wing.
  (Revise as needed if special assessments are to be levied by a county or town.)
- Property Owner is current on all mortgage(s). All lenders have signed the Lender Acknowledgement Form for MinnPACE Financing.
- Property Owner is not in bankruptcy and the Property is not an asset in a bankruptcy proceeding.
- There are no federal or state income tax liens, judgment liens or similar involuntary liens on the Property.
- Applicant(s) can be verified as being in "Good Standing" with the Minnesota Office of the Secretary of State **or** are be able to provide a Member Agreement or Operating Agreement certified to be true or correct.
- Improvement costs are reasonable for the scope of the proposed Improvements and in relation to Property value.
- Requested Financing Amount does not exceed the lesser of 30 percent of the Property Market Value or the actual cost of installing the Improvements, including the cost of necessary equipment, materials and labor, the cost of energy audit or renewable energy feasibility study and the cost or verification of installation, less the value of expected rebates.
- Term of financing requested does not exceed the weighted average of the useful life of the Improvements.
- Applicant(s) has/have obtained an energy audit or renewable energy feasibility study on the Property. Attach when submitting application.

Below, please list and identify all real estate upon which the improvement will constructed or will be directly benefited.
Property Owner(s) Legal Name(s) (as they appear on Property tax records)

Applicant #1: Chad Alan Paulson [Brainerd River Oaks LLC]
List all parcel #s Owned by Applicant #1: 41251140, 41251139, 41251141, 41251126
* All parcels are at one location but for unknown reasons the property is broken into 4 parcels

Applicant #2:
List all parcel #s Owned by Applicant #2:

Applicant #3:
List all parcel #s Owned by Applicant #3:

Applicant #4:
List all parcel #s Owned by Applicant #4:

Initials (all signers) CAP

MinnPACE

400 N Wabasha Street | Suite 240 | Saint Paul, MN 55102
651-224-5686 (phone) | 651-223-5198 (fax)

Property Owner(s) Type(s) – *check all that apply*

☐ Individual(s)/Joint Tenants/Common Property (not in trust) ☐ Corporation ☒ Limited Liability Company Brainerd River Oaks LLC [Single member LLC]
☐ Trust/Trustees/Living Trust ☐ Partnership ☐ Other (Specify):

Property Owner Contact Information

Name: Chad Paulson Email: chadpaulson1972@gmail.com
Phone (Day): 651-202-1133 Cell Phone: 651-202-1133

Physical Property Address

Street Address: 15 Washington St. City, State Zip: Brainerd, MN 56401

Property Type: ☒ Commercial/Industrial ☐ Apartment (more than four units)

Square Footage of Building (if applicable): 7620 ft²

Finance Amount Requested: $ 108,000

Finance Term: ☐ 10 Years ☐ Other: 14

Current Mortgage Financing – *attach a copy of Mortgage Statement*

Name of Mortgage Lender: Mid MN FCU
Mortgage Lender Address: PO Box 746, Brainerd, MN 56401
Outstanding Principal Balance: $ 427,140.66

Utility Company: Brainerd Public Utilities

Improvement Description–attach all relevant documentation, including bids and estimates

$108,000 Solar System [74- 440watt roof mounted] and meter consolidation [5 meters → 1, estimated @ $10,000]

Initials (all signers) CAP

MinnPACE

400 N Wabasha Street | Suite 240 | Saint Paul, MN 55102
651-224-5686 (phone) | 651-223-5198 (fax)

All applications MUST INCLUDE the information listed below. Incomplete applications WILL NOT be processed or considered for MinnPACE financing.

Owner Occupied Property Checklist

- ☐ Evidence of an Energy Audit or Renewable Energy System Feasibility (including cost savings, rebates, etc.)
- ☐ Construction contracts and bids
- ☐ Mortgage statement
- ☐ Current tax statement for the property receiving improvements
- ☐ Lender Acknowledgement Form
- ☐ Tax returns for the past three years for the Borrowing Entity
- ☐ Financial statements for the current year for the Borrowing Entity
- ☐ Tax returns for the past three years for the Operating Entity
- ☐ Debt schedule of subject property–all debt–mortgage and subordinated debt
- ☐ Debt schedule of operating entity–all debt of the operating entity
- ☐ Entity documents from borrower–articles, operating agreement, etc.

Non-Owner Occupied Property Checklist

- ☒ Evidence of an Energy Audit or Renewable Energy System Feasibility (including cost savings, rebates, etc.) see All Energy Solar quote
- ☒ Construction contracts and bids All Energy bid
- ☒ Mortgage statement Mid MN FCU
- ☒ Current tax statement for the property receiving improvements
- ☒ Lender Acknowledgement Form Mid MN Fcu
- ☒ Tax returns for the past three years for the Borrowing Entity
- ☒ Financial statements for the current year from the Borrowing Entity BRO P&L, Paulson PFS
- ☒ Rent roll of Subject Property
- ☒ Debt schedule of operating entity–all debt of the operating entity see application
- ☒ Entity documents from borrower–articles, operating agreement, etc. Brainerd River Oaks LLC

Signatures of all Property Owners and Notary

Date: 20 MAY 2026

Property Owner Signature _____ Printed Name Chad Alan Paulson

Property Owner Signature _____ Printed Name _____

Property Owner Signature _____ Printed Name _____

Property Owner Signature _____ Printed Name _____

For an acknowledgment in an individual capacity:

State of Minnesota

County of Wright

This instrument was acknowledged before me on 5-20-26 (date) by Chad Alan Paulson (name(s) of person(s). _____ (Seal, if any)

Signature of notarial officer _____

Title (and Rank) My commission expires: Jan 31, 2029

CASSANDRA MARIE JOHNSON
Notary Public
Minnesota
My Commission Expires Jan. 31, 2029

Non Owner Occupied Property (examples - Multi-Family, Retail, Office, Commercial, etc.)

Debt Summary Table

Business Name Brainerd River Oaks LLC **Date** 13 MAY 2026

Creditor/Lender	Monthly Payment	Origination Date	Maturity Date	Purpose	Original Balance	Rate	Amortization	Current Balance
Mid MN FCU	$3540 -33	31 MAY 2024	30 MAY 29	Mortgage	$ 448000-	7.25	20 years	$427140 -56
	$ -				$ -			$ -
	$ -				$ -			$ -
	$ -				$ -			$ -
	$ -				$ -			$ -
	$ -				$ -			$ -
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	$ -				$ -			$ -
	$ -				$ -			$ -
	$ -				$ -			$ -
	$ -				$ -			$ -
TOTAL	$ -				$ -			$ -

Include Debt related to:

- Real Estate Mortgage
- Other Debt Associated with the Subject Property

ALL ENERGY SOLAR
FOR BUSINESS

Custom Proposal Provided For :

Brainerd River Oaks LLC

15 Washington Street,
Brainerd MN 56401









Proposal for:	Brainerd River Oaks LLC	Prepared by:	Martin Petrovskis
	15 Washington St, Brainerd, MN 56401		(612) 760-7344; martin.petrovskis@allenergysolar.com
	(651) 202-1133; Confidential, Prepared for Internal Review		Proposal pricing valid until 5/26/26

Welcome to All Energy Solar

All Energy Solar's team of industry professionals has been focused on delivering value with long term, trusted customer relationships since 2009. With over 11,000 clean energy systems installed around the country, those experiences helped build and shape our process of confidently handling every aspect of your project experience.

From initial energy analysis and concept work, through engineering and design, construction, system monitoring and customer support, our in-house team of over 230 dedicated professionals prides itself on being experts in all aspects in our field.

We are one of a few truly full-service solar energy companies holding both building and electrical contractor licenses. Our associates and field personnel are certified by the North American Board of Certified Electrical Practitioners (NABCEP), one of the highest technical certifications for solar photovoltaic consultants, installers, electricians and engineers. The experience and continued education associated with these licenses allow us to deliver complete, turnkey clean energy solutions, stewarded by some of the industry's leading professionals with a focus on reliable, proven results.

Take comfort in knowing that your solar project - of any size or scale - will be designed and built to the highest industry engineering standards, all provided under one roof.

Our Mission...

- To design and build clean energy systems specialized for each individual customer
- Provide the highest quality customer service for unparalleled customer experiences
- Ensure a healthy, exciting, and innovative environment for our working professionals

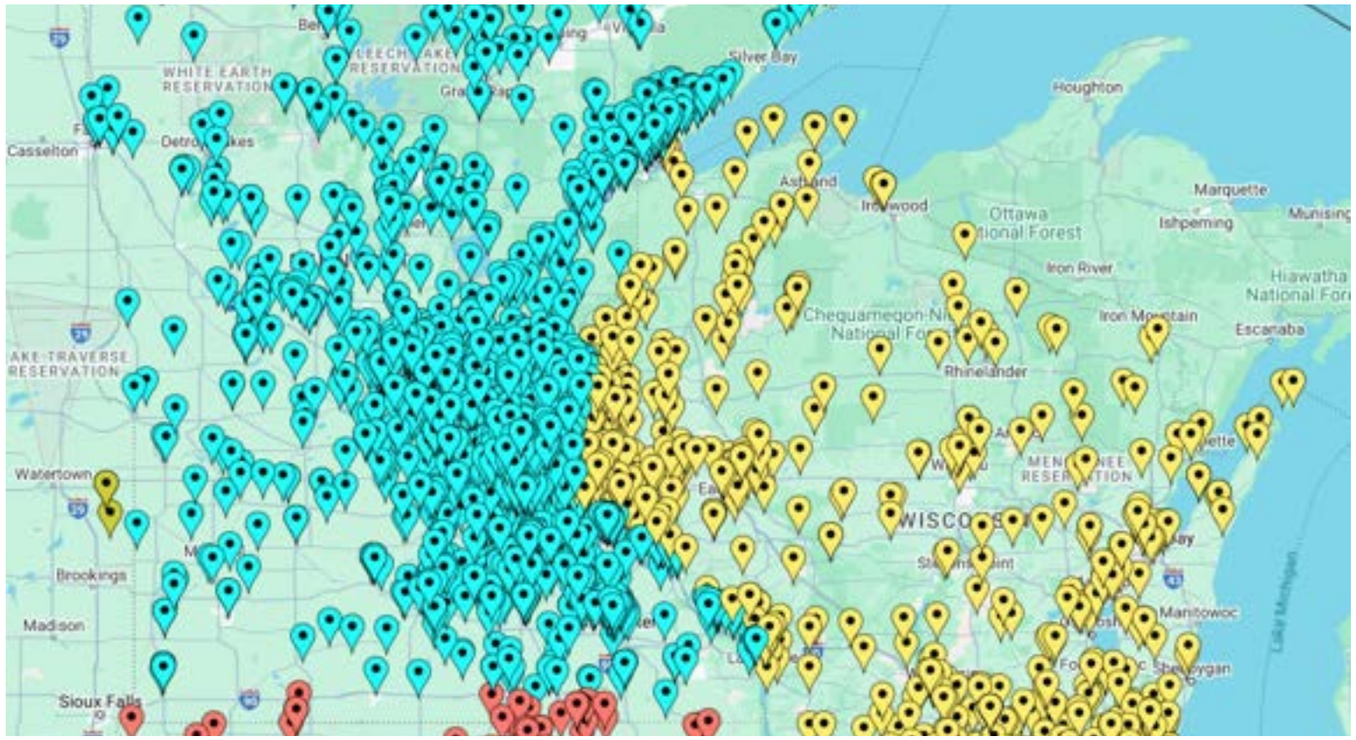






Proposal for:	Brainerd River Oaks LLC	Prepared by:	Martin Petrovskis
	15 Washington St, Brainerd, MN 56401		(612) 760-7344; martin.petrovskis@allenergysolar.com
	(651) 202-1133; Confidential, Prepared for Internal Review		Proposal pricing valid until 5/26/26

Market Coverage - Project Map



Over 11,000 systems installed and placed in service.

Experience across over 20 US states and international territories.

Complete turnkey project support, all under one roof.

Why We're Different

Full Service. All Energy Solar takes care of every step of the process including consultation, design, permit & incentive filing, system installation, monitoring and long-term customer support.

Customer First. We provide the highest customer experience. Good customer communication, proper expectations, and ongoing follow up sets All Energy Solar apart. We invest in our expansive team as a commitment to you for the long-haul.

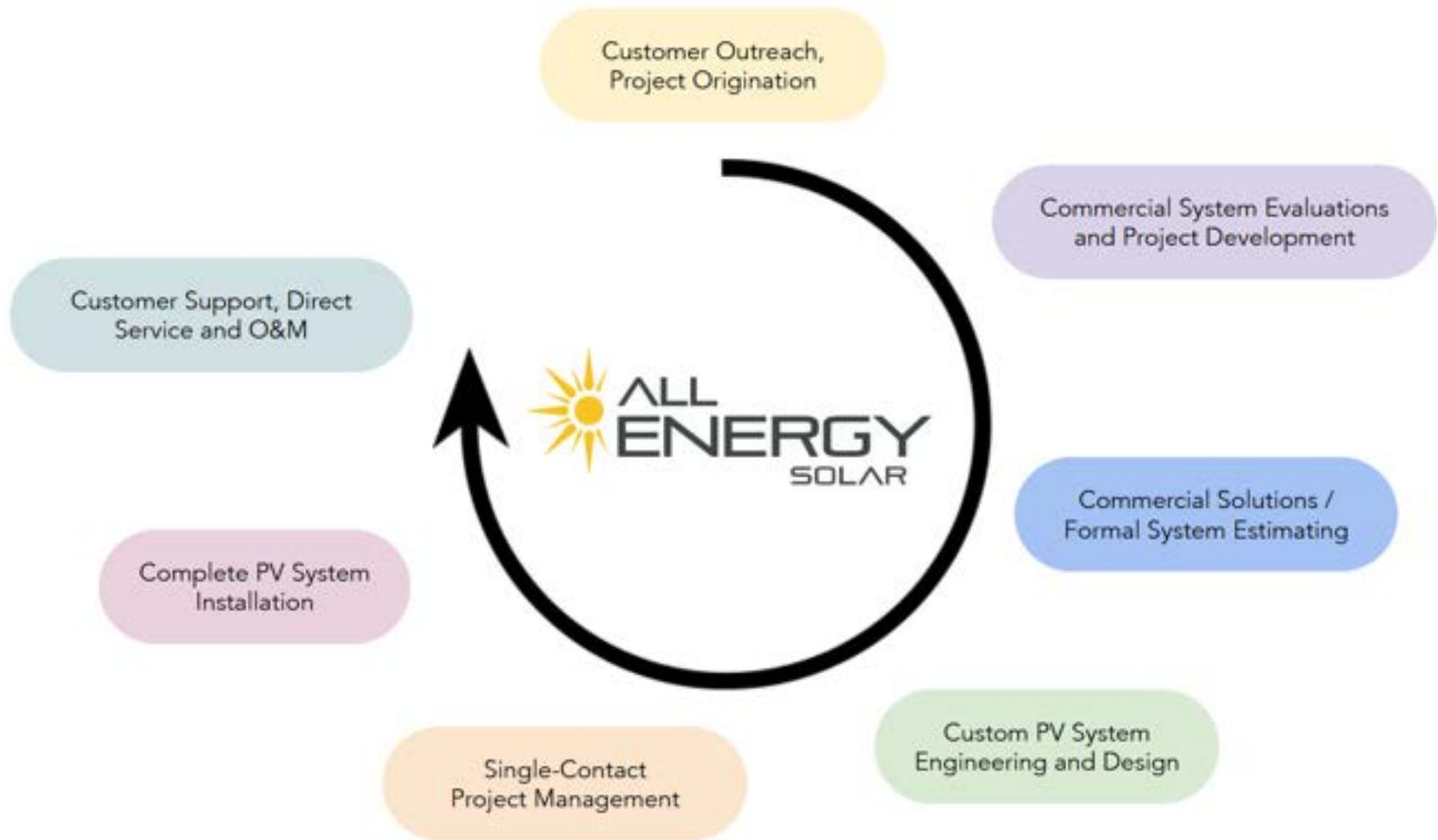
Custom Design & Installation. All of our systems are designed in-house with each customer's specific energy use, property limitations and preferred aesthetic in mind.

Proposal for:	Brainerd River Oaks LLC	Prepared by:	Martin Petrovskis
	15 Washington St, Brainerd, MN 56401		(612) 760-7344; martin.petrovskis@allenergysolar.com
	(651) 202-1133; Confidential, Prepared for Internal Review		Proposal pricing valid until 5/26/26

Complete Client Support Provided by our Team

Working with us means...

- One partner before, during and after the installation.
- No third party service providers or customer support agencies.
- As you grow and develop further renewable project interest over time, we're with you.

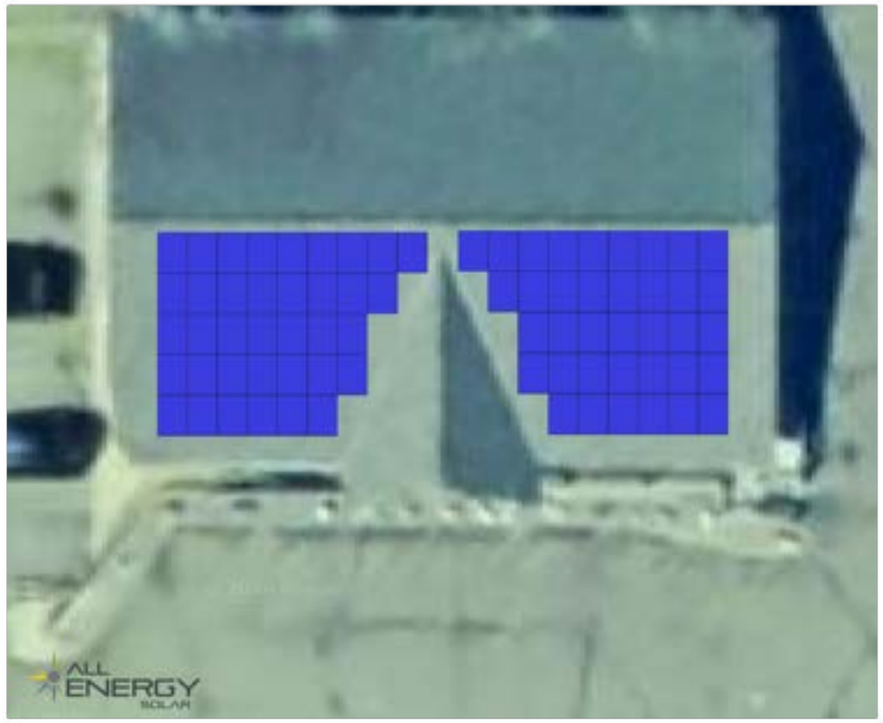


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Brainerd River Oaks LLC

Proposed Solar Array Layout

Estimate Notes - All Energy Solar Commercial Solutions
The goal of this design is to max out the south-facing roof.
Interconnection plan: After verifying the main building meter, Line tap the meter disconnect at the back on the building.
Brainerd Public Utilities to provide average retail rate net metering under 40kW AC.
Existing electrical equipment meets current Utility Standards and National Electric Code - Upgrades not expected , assumes one 3-phase interconnection
Price does not include prevailing wages, if required, additional cost will apply
System Connection will require power shutdown. If required outside normal business hours, additional costs may be incurred.
Customer to provide internet connection at meter for remote monitoring of system, or may use 5-yr cellular monitoring included



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Pitched Roof Mounted Solar Racking, Flexible Configuration, In-Line with Roof Angles





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Your System Description

System Type	# of Panels	Panels	Inverter(s)	System Size (W DC)
Pitched Roof Mount	74	JA 440	Enphase IQ8HC	32,560

System Features

☑	30 Year Panel Warranty	Included
☑	25 Year Microinverter Warranty	Included
☑	5 Year Installation Warranty	Included
☑	Online Monitoring	Included
☑	Grid-Tied	Included

System Assumptions

Federal Tax Credit	50%	
Customer Combined Tax Rate*	41%	
*Assumed Federal Tax Rate with Deductions	30.8%	
*Assumed State Tax Rate	9.85%	
Electric Utility Provider	Brainerd Public	
Electric Rate Schedule	Small Single Phase	
Current blended kWh Electric Rate	$0.124	/ kWh
Annual Electric Rate Increase	3.5%	
System Degradation rate	0.40%	
Orientation (degrees)	180	
Tilt (degrees)	26	

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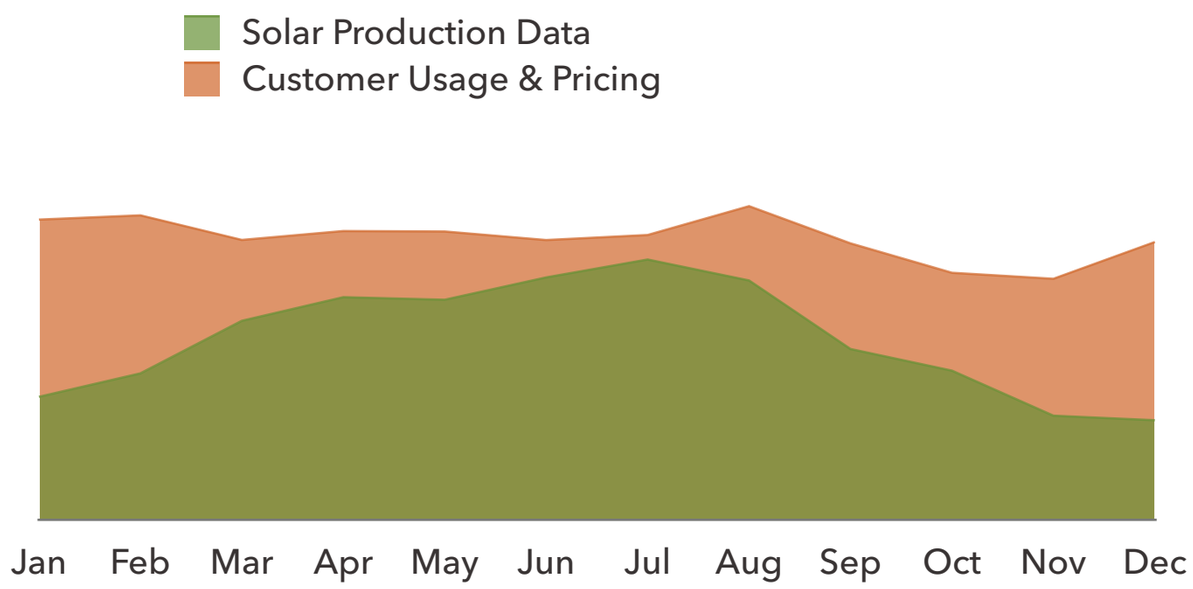
Current kWh Usage vs. Expected Solar Production

Production Estimate from PVWatts®

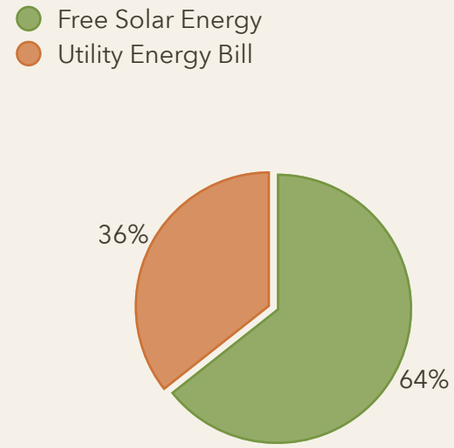
With 24% System Losses Modeled

Current Electric Usage	**59,684**	**kWh***
Solar Electric Production	**38,403**	**kWh**

*Xcel allows for solar interconnection up to 120% of this value - subject to final usage reporting during interconnection review



Utility Energy Savings



Current Annual kWh Electric Charges	**$7,383**
Year 1 kWh Savings from Solar	**$4,750**
Total kWh Usage Offset	**64%**

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Your Environmental Benefits of Going Solar

Solar energy avoids pollution that is created by traditional energy sources such as coal and nuclear plants. While in use, your solar energy will create absolutely no harmful emissions or waste.

Using average emissions factors, over the next 25 years your solar energy will help to avoid **618** metric tons of CO2

This is equivalent to ...



15,858 Trees planted



664,283 Pounds of coal burned



130 Passenger vehicles taken off the road for a year



16,190 Incandescent light bulbs changed to CFLs



69,723 Gallons of gas consumed



32 Garbage trucks of waste recycled instead of sent to the landfill

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Your Solar for Purchase Option

Price Breakdown

Turnkey Price		$97,500
Federal Tax Credit (30% +10% Domestic Content Bonus + 10% Energy Community Bonus)	–	$48,750
Federal and State Depreciation Credits*	–	$29,250
Balance to Offset after Tax Credits & Utility Programs		**$19,500**

*Assumed Federal Tax Rate with Deductions	30.80%
*Assumed State Tax Rate	9.85%

System Type	# of Panels	Panels	Inverter	System Size (W DC)
Pitched Roof Mount	74	JA 440	Enphase IQ8HC	32,560

System Features

☑	30 Year Panel Warranty	Included
☑	25 Year Microinverter Warranty	Included
☑	5 Year Installation Warranty	Included
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☑	Grid-Tied	Included

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Your Cash Flow - Cash Purchase

Years	System Cost	Federal Tax Credit	Federal and State Depreciation Credits	Projected kWh Electric Savings	Yearly Savings	Cumulative Savings
1	($97,500)	$48,750	$29,250	$4,750	($14,750)	($14,750)
2				$4,794	$4,794	($9,956)
3				$4,942	$4,942	($5,014)
4				$5,094	$5,094	$80
5				$5,251	$5,251	$5,332
6				$5,414	$5,414	$10,745
7				$5,581	$5,581	$16,326
8				$5,753	$5,753	$22,079
9				$5,930	$5,930	$28,009
10				$6,113	$6,113	$34,122
11				$6,302	$6,302	$40,424
12				$6,496	$6,496	$46,921
13				$6,697	$6,697	$53,618
14				$6,904	$6,904	$60,521
15				$7,117	$7,117	$67,638
16				$7,336	$7,336	$74,974
17				$7,563	$7,563	$82,537
18				$7,796	$7,796	$90,333
19				$8,037	$8,037	$98,369
20				$8,285	$8,285	$106,654
21				$8,540	$8,540	$115,194
22				$8,804	$8,804	$123,998
23				$9,076	$9,076	$133,074
24				$9,356	$9,356	$142,429
25				$9,644	$9,644	$152,074
TOTAL	($97,500)	$48,750	$29,250	$171,574		$152,074

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Solar Financing - Commercial PACE

Minnesota PACE Financing

Property **A**ssessed **C**lean **E**nergy financing is making energy efficiency upgrades and renewable energy investments highly attainable for many commercial building owners across Minnesota. PACE loans are run through MinnPACE at the St. Paul Port Authority, offering attractive rates and terms for most industries including farms, commercial office buildings, nonprofit organizations (including places of worship), and multi-tenant buildings. Common investments include solar panels, HVAC systems, lighting, controls, and more.

MinnPACE Adds Value

MinnPACE brings value to Minnesota commercial building owners by improving their bottom line. To start, MinnPACE covers up to 100 percent of all project costs (up to 30% of the assessed Property Market Value). Payments are repaid through a special property tax assessment with terms of commonly 10-20 years. As a result, projects become cash positive with financial savings outweighing financial burden.

To learn more about PACE financing, go to MinnPACE.com.

HOW DOES MINNESOTA PACE FINANCING WORK?

1. The local government (city or county) establishes a Joint Powers Agreement with MinnPACE.
2. Commercial building owners evaluate and select projects that reduce energy costs.
3. MinnPACE provides financing directly to the building owner. In some instances, MinnPACE will secure funding from a third party lender.
4. The local government adds the assessment to the tax rolls.
5. The building owner pays the assessment for 10-20 years.

WHAT ARE THE BENEFITS OF MINNESOTA PACE FINANCING?

1. Commercial property owners are able to invest in energy efficiency projects with greatly reduced or even no upfront costs.
2. Utility savings and tax incentives from your solar exceed your payment obligations, making investments cash positive for commercial property owners and tenants.
3. Payments are rolled into a special tax assessment made payable twice per year as part of the building owner's property taxes; the first payment is typically deferred until May of the following year after project completion.
4. The program is tax neutral with no financial exposure to cities or counties.
5. Energy improving investments promote local jobs.

Loan Assumptions for Cash Flow Page

Down Payment*	$0
Interest Rate	6.00%
Loan Term	10 Years

*Funding Year Interest Only Payment May Apply

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Your Cash Flow - PACE Financing - 6% Fixed, 10 Years

Years	System Cost	Federal Tax Credit	Federal and State Depreciation Credits	Projected kWh Electric Savings	Estimated PACE Payments	Yearly Savings	Cumulative Savings
1	$0	$48,750	$29,250	$4,750		$82,750	$82,750
2			$0	$4,794	($12,997)	($8,203)	$74,548
3			$0	$4,942	($12,997)	($8,055)	$66,492
4			$0	$5,094	($12,997)	($7,903)	$58,590
5			$0	$5,251	($12,997)	($7,745)	$50,845
6			$0	$5,414	($12,997)	($7,583)	$43,261
7				$5,581	($12,997)	($7,416)	$35,845
8				$5,753	($12,997)	($7,244)	$28,601
9				$5,930	($12,997)	($7,066)	$21,535
10				$6,113	($12,997)	($6,883)	$14,651
11				$6,302	($12,997)	($6,695)	$7,957
12				$6,496		$6,496	$14,453
13				$6,697		$6,697	$21,150
14				$6,904		$6,904	$28,054
15				$7,117		$7,117	$35,170
16				$7,336		$7,336	$42,507
17				$7,563		$7,563	$50,069
18				$7,796		$7,796	$57,865
19				$8,037		$8,037	$65,902
20				$8,285		$8,285	$74,187
21				$8,540		$8,540	$82,727
22				$8,804		$8,804	$82,727
23				$9,076		$9,076	$82,727
24				$9,356		$9,356	$82,727
25				$9,644		$9,644	$92,371
TOTAL		$48,750	$29,250	$171,574	($129,968)		$92,371

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FAQs

What is the next step for starting the project?

If a proposed solution is ready to proceed, we will contract for the system and request a minimal Deposit (typically no more than $5,000) to facilitate the formal system engineering, design and permitting. Other payments towards the system come in a few months after those initial steps are completed and the project is approved to proceed in-full.

What is the life expectancy of my solar system?

Using well built and reliable equipment matters. Solar panels typically come with a 25-30 year production warranty. Inverters come with 10-25 year warranties. Overall life expectancy of a well designed and built solar system should be 40-50 years.

What type of maintenance is required?

There are typically no moving parts to a solar system, so regular maintenance is kept to a minimum. While not a necessity, for customers requiring a maintenance plan, we're happy to provide one.

What about the snow?

Considering solar panels have a strong glass face and aluminum frames, snow begins to wick away once the sun comes out, even in cold temperatures. Mid-season snow removal is not expected.

Why is monitoring important?

We treat your solar system like any type of investment that you would make. Having the ability to see how your solar system is working online empowers you to not only track your savings but allows All Energy Solar the ability to diagnose potential issues at the click of a mouse.

What if something damages my system?

Your solar system is covered under your property insurance. If there is ever any damage to your array, you are covered with that same policy.

What about my roof?

Solar hardware is designed to safely and securely support the equipment on top of your roof, across all roof types. Our team will ensure a proper install approach supports your unique circumstances.

MinnPACE

400 N Wabasha Street | Suite 240 | Saint Paul, MN 55102
651-224-5686 (phone) | 651-223-5198 (fax)

Petition for Special Assessment

We hereby acknowledge that we will be obligated to pay the assessments when due. The assessment and the interest and any penalties thereon will constitute a lien against the Property until they are paid, even if I/we sell the Property to another person. I/we understand that assessment installments together with the interest on the assessment will be collected on my/our Property tax bill in the same manner and at the same time as Property taxes and will be collected on my/our Property tax bill in subject to the same penalties, remedies and lien priorities as for Property taxes in the event of delinquency, including foreclosure. I/we waive any and all procedural and substantive objections to the installation of the Improvements and the special assessments, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. I/we waive any appeal rights otherwise available pursuant to M.S.A. §429.081.

The City or County will assess the cost of the Improvements as a special assessment against the Property in accordance with the City's or County's charter, code, or ordinances regulating assessments. The Assessment will carry a term of up to 20 years and will be certified by the City or County annually to County for collection with Owner's Property taxes. Owner may choose to prepay all or a portion of the assessment directly to the City or County at any time during the term of the Assessment. All principal amounts certified annually will carry interest amounts calculated on a fixed interest rate as established by the Saint Paul Port Authority prior to ratification of the Assessment by the City or County.

Declarations

By signing this Application, the undersigned hereby declares under penalty or perjury under the laws of the State of Minnesota all of the following:

1. I am/we are the current owner of record of the Property described herein (the "Property.")
2. The Property is not currently involved in a bankruptcy proceeding.
3. I/we are current on any mortgage(s) or other loan(s) secured by the Property.
4. I/we and the Property meet the Eligibility Requirements listed on page one.
5. I/we waive any and all procedural and substantive objections to the installation of the Improvements and the special assessments, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. I/we waive any appeal rights otherwise available pursuant the M.S.A. § 429.801.
6. That (i) the information provided in, or in connection with, this Application is true and correct as of the date set forth opposite my/our signature(s) on this Application and (ii) that I/we understand that any intentional or negligent misrepresentation(s) of the information contained in this Application, or provided in connection with the Application, may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both and liability for monetary damages to the Saint Paul Port Authority, any lender providing financing for Improvements described herein, their agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation(s) which I/we have made in this application.
7. I/we agree that the selection of any product(s), equipment and measures referenced in this Application (the "Improvements,") and the decisions regarding the purchase, installation and ownership/maintenance of the Improvements is/are my/our sole responsibility and that I/we have not relied upon any representations or recommendations of MinnPACE/Saint Paul Port Authority, its agents, representatives, assignees, or employees in making such selection or decision, and that my manufacturer, dealer, supplier, contractor or installer of the Improvements is not an agent, employee, assignee or representative of MinnPACE/Saint Paul Port Authority.
8. Owner agrees that any review and approval of the Improvements by a City, County, State or governmental department is granted only in its capacity of administering and enforcing existing relevant codes. Any such approval is only as to compliance with the codes and does not create a special duty to the Owner nor establish a warranty of quality of materials and workmanship.
9. I/we understand the MinnPACE/Saint Paul Port Authority makes no warranty, whether expressed or implied, with respect to the choice, use or application of the Improvements, including without limitation, the implied warranties of merchantability and fitness for any particular purpose, or the use or application of the Improvements.
10. I/we agree that MinnPACE/Saint Paul Port Authority has no liability whatsoever concerning (i) the quality or safety of any Improvements, including their fitness for any purpose, (ii) the estimated energy savings produced by or performance of the I Improvements, (iii) the workmanship of any third parties, (iv) the installation or use of the improvement including, but not limited to, any effect on indoor pollutants; or (v) any other matter with respect to MinnPACE/Saint Paul Port Authority.

Initials (all signers) CAP _____ _____ _____

MinnPACE

400 N Wabasha Street | Suite 240 | Saint Paul, MN 55102
651-224-5686 (phone) | 651-223-5198 (fax)

All applications MUST INCLUDE the information listed below. Incomplete applications WILL NOT be processed or considered for MinnPACE financing.

Owner Occupied Property Checklist

- ☐ Evidence of an Energy Audit or Renewable Energy System Feasibility (including cost savings, rebates, etc.)
- ☐ Construction contracts and bids
- ☐ Mortgage statement
- ☐ Current tax statement for the property receiving improvements
- ☐ Lender Acknowledgement Form
- ☐ Tax returns for the past three years for the Borrowing Entity
- ☐ Financial statements for the current year for the Borrowing Entity
- ☐ Tax returns for the past three years for the Operating Entity
- ☐ Debt schedule of subject property–all debt–mortgage and subordinated debt
- ☐ Debt schedule of operating entity–all debt of the operating entity
- ☐ Entity documents from borrower–articles, operating agreement, etc.

Non-Owner Occupied Property Checklist

- ☒ Evidence of an Energy Audit or Renewable Energy System Feasibility (including cost savings, rebates, etc.) see All Energy Solar quote
- ☒ Construction contracts and bids All Energy bid
- ☒ Mortgage statement Mid MN FCU
- ☒ Current tax statement for the property receiving improvements
- ☒ Lender Acknowledgement Form Mid MN FCU
- ☒ Tax returns for the past three years for the Borrowing Entity
- ☒ Financial statements for the current year from the Borrowing Entity BRO P&L, Paulson PFS
- ☒ Rent roll of Subject Property
- ☒ Debt schedule of operating entity–all debt of the operating entity see application
- ☒ Entity documents from borrower–articles, operating agreement, etc. Brainerd River Oaks LLC

Signatures of all Property Owners and Notary

Date: 20 MAY 2026

Property Owner Signature _____ Printed Name Chad Alan Paulson

Property Owner Signature _____ Printed Name _____

Property Owner Signature _____ Printed Name _____

Property Owner Signature _____ Printed Name _____

For an acknowledgment in an individual capacity:

State of Minnesota

County of Wright

This instrument was acknowledged before me on 5-20-26 (date) by Chad Alan Paulson (name(s) of person(s). _____ (Seal, if any)

Signature of notarial officer _____

Title (and Rank) My commission expires: Jan 31, 2029

CASSANDRA MARIE JOHNSON
Notary Public
Minnesota
My Commission Expires Jan. 31, 2029

MinnPACE

Memo

July 9, 2026

Deborah Erickson
County Administrator
Crow Wing County
326 Laurel Street,Ste 13
Brainerd, MN 56401

Dear Deborah,

The Saint Paul Port Authority (SPPA) is requesting Crow Wing County to place Property Assessed Clean Energy (PACE) special assessments on the following parcels as requested by the property owner:

Property Owner: Brainerd River Oaks LLC
Parcel ID Number: 41251140
Address: 15 Washington St, Brainerd, MN 56401
Project Details: Solar, 32.56 kW
Energy Savings Annual: $4,750 or 38,403 kWh
Assessment Amount: $108,000
Assessment Start Date: 1/1/2027
Amortization in Years: 14
Interest Rate: 6.25%

As the administrator of PACE for Crow Wing County, the Port Authority has reviewed the assessment, and it has determined that the project conforms with the Minnesota PACE statutes. The interest rate is **6.25%**, and the term will be **14** years beginning in **2027**. I have attached the PACE application from the property owner, the petition for special assessment form, and energy study. Please take the necessary steps to approve the request by the Board or delegated authority in the Joint Powers Agreement.

Thank you for your assistance with these exciting projects in Crow Wing County. Please let me know if you have any questions.

Sincerely,

Holly Huston
VP of Finance

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 14, 2026

Administration	Deborah A. Erickson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Whitefish Chain, LLC v. Crow Wing County Settlement Agreement

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

Approximate length of presentation:

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between Whitefish Chain, LLC and its registered agent Joseph Cheney (collectively "Whitefish Chain") and Crow Wing County ("County").

WHEREAS, Whitefish Chain is the owner of property located within the County at Lot 12 Block 2 First Addition to Delta Bay, which is assigned PID number 72120505 ("Property");

WHEREAS, the First Addition to Delta Bay is made up of two blocks and the County Board approved the plat for the First Addition to Delta Bay in 1971. The County has taken the position that the plat is subject to the restriction that "none of the lots in Block Two are to be used for building purposes, but for access to Channel," consistent with the plat approval reflected in the July 12, 1971 County Board Meeting Minutes ("restriction");

WHEREAS, Whitefish Chain applied to the County for a land use permit, which County staff denied based on the restriction;

WHEREAS, pursuant to the County's Zoning Ordinance and Minnesota Statutes Section 397.27, Whitefish Chain appealed the land use permit denial to the County's Board of Adjustment, which affirmed the decision;

WHEREAS, Whitefish Chain appealed the Board of Adjustment's decision to the district court, commencing the action entitled *Whitefish Chain LLC v. Crow Wing County, Minnesota, through its Planning Commission/Board of Adjustment*, court file no. 18-cv-26-212;

WHEREAS, Whitefish Chain applied to the County for a wetland replacement plan under the Wetland Conservation Act, which the County also denied based on the restriction;

WHEREAS, Whitefish Chain appealed the denial of the wetland replacement plan to the Board of Soil and Water Resources, BWSR file 25-16, which has placed the appeal in abeyance, and sought declaratory relief from this denial in the above-referenced district court action;

WHEREAS, the parties have reached an agreement that resolves Whitefish Chain's disagreement with the County's decisions and warrants the dismissal and release of Whitefish Chain's pending legal actions against the County and all related claims pursuant to the terms herein.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the mutual promises contained in this Agreement, including the relinquishment of certain legal rights and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **County Board Action.** The County, by resolution adopted by its Board of Commissioners, agrees to amend the restriction and exempt the Property from its application, thereby allowing the Property to be used for building purposes. This resolution shall be in substantially the form found at Exhibit A to this Agreement, and the County will record the approved resolution with the County Recorder.

2. **Effect of Board Action.** Whitefish Chain understands and agrees that by taking the action addressed in paragraph 1, the County is only removing the barrier to using the Property for building purposes imposed by the restriction and that any building upon or use of the Property must comply with all applicable requirements of the County's ordinances, including the Land Use Ordinance, and state and federal law. Whitefish Chain further understands and agrees that this action does not reverse or otherwise modify the County's denial of Whitefish Chain's land use permit or wetland replacement plan applications. The parties, however, agree that Whitefish Chain may resubmit such applications or submit new applications, which the County will consider without regard for the previous denials.

3. **Dismissal of Lawsuit and BWSR Action.** Upon approval of the resolution adopted by its Board of Commissioners as set forth in Paragraph 1 herein, Whitefish Chain agrees to dismiss its pending legal actions against the County without further proceedings. Upon approval of the resolution adopted by its Board of Commissioners as set forth in Paragraph 1 herein, the parties authorize their attorneys to stipulate to an order of dismissal with prejudice authorizing the district court to dismiss court file no. 18-cv-26-212 with prejudice, with no further action from the parties, and with no award of any attorneys' fees, costs, or disbursements to either party. Whitefish Chain will take all necessary action to dismiss its BWSR appeal, BWSR file 25-16. However, if the parties determine that Whitefish chain may be denied the opportunity to submit another wetland replacement plan to the County, as the local government unit, if Whitefish Chain dismisses its BWSR appeal, BWSR file 25-16, Whitefish Chain may take such other action as necessary to ensure it has a viable application for wetland replacement plan, such as keeping its original application and/or appeal in abeyance.

4. **Release of Claims.** Upon approval of the resolution adopted by its Board of Commissioners as set forth in Paragraph 1 herein, Whitefish Chain fully and completely releases, acquits, and forever discharges the County, and its current and former Commissioners, officers, employees, agents, representatives, insurers, attorneys, vendors, and other affiliates from any and all liability for any and all

damages, actions, or claims—regardless of whether they are known or unknown, direct or indirect, asserted or not asserted—that arise out of or relate to any action, decision, event, fact, or circumstance related in any way to the Property occurring before Whitefish Chain signs this Agreement. Whitefish Chain understands and agrees that by signing this Agreement it is waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that it may have based on any federal or state law, including, but not limited to, the U.S. Constitution, the Minnesota Constitution, or any federal or state statute, regulation, rule, or common law, against the County.

5. **Compromise.** This Agreement is made in compromise of disputed claims and is not, and is not to be construed as, an admission of liability or wrongdoing by or on behalf of either party, or any other party identified in interest with such party. This Agreement is intended by the parties to represent a reasonable compromise, allowing the parties to avoid further expenses and protracted litigation, while also allowing Whitefish Chain reasonable use of the Property in light of the unique circumstances of the Property and protecting the County Board's decisionmaking authority and the purpose and intent of the restriction imposed upon the County Board's approval of the plat for the First Addition to Delta Bay.

6. **Authority.** Joseph Cheney represents and agrees that he has the authority to and is binding Whitefish Chain to the terms of this Agreement. Cheney further represents and agrees that he is executing this Agreement for all persons or entities, including any successors or assigns, with authority over, access to, or use of the Property and is solely responsible for ensuring that Whitefish Chain complies with the terms of this Agreement.

7. **Attorneys' Fees.** The parties acknowledge and agree that each will bear its own attorneys' fees, costs, and expenses arising out of or connected with the disputes between them, this Agreement, and all matters arising out of or connected therewith, except that in the event of a breach of this agreement, the nonbreaching party will be entitled to recover from the breaching party its attorneys' fees, costs, and expenses incurred as a result of the breach.

8. **Voluntary Agreement**. The parties acknowledge that no person has exerted undue pressure on them to sign this Agreement. The parties are voluntarily choosing to enter into this Agreement because of the benefits this Agreement provides.

9. **Choice of Law and Severability.** This Agreement is governed by the laws of the State of Minnesota. If a court determines that any part of this Agreement violates any law or is otherwise invalid, the remaining portions will remain in full force and effect.

10. **Equal Drafting.** In the event that any party asserts that a provision of this Agreement is ambiguous, this Agreement must be deemed to have been drafted equally by the parties.

11. **Complete Agreement.** This Agreement reflects the full and complete agreement between the parties. The parties have not relied on any promise, representation, statement, or inducement that is not expressly stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by all parties.

12. **Signatures.** This Agreement may be signed in counterparts, and a copy of this Agreement will have the same legal effect as the original. Electronic signatures shall have the same force and effect as if the signature were an original.

By signing below, each party specifically acknowledges that it has reviewed the terms of this Agreement with legal counsel; that it fully understands the terms of this Agreement; and that it knowingly and voluntarily intends to be legally bound by the terms of this Agreement.

WHITEFISH CHAIN, LLC

Date: 6-4-26

Whitefish Chain LLC
Its Owner

JOSEPH CHENEY

Date: 6-4-26

Joseph Cheney

CROW WING COUNTY

Date: _____

_____
Board Chair

EXHIBIT A

Commissioner _____ introduced the following resolution and moves its adoption:

RESOLUTION AMENDING PLAT CONDITION FOR LOT 12 BLOCK 2 FIRST ADDITION TO DELTA BAY (PID 72120505)

WHEREAS, the First Addition to Delta Bay is made up of two blocks, and the plat for the First Addition to Delta Bay was approved by the Crow Wing County Board of Commissioners on July 12, 1971 subject to the restriction that "none of the lots in Block Two are to be used for building purposes, but for access to Channel" ("restriction");

WHEREAS, all Block 2 lots in the First Addition to Delta Bay remain subject to the restriction and are meant for use by the corresponding Block 1 lot to access the adjacent waterbody;

WHEREAS, Lot 12 Block 1 and Lot 12 Block 2 are the only corresponding Block 1 and 2 lots in the First Addition to Delta Bay that are not under common ownership;

WHEREAS, Lot 12 Block 1 has direct access to the adjacent waterbody without the need to cross or access Lot 12 Block 2;

WHEREAS, Lot 12 Block 2 is approximately .71 acres in size, which is substantially larger than any other Block 2 lot in First Addition to Delta Bay;

WHEREAS, the owner of Lot 12 Block 2 has requested that the County remove the restriction and allow building on this parcel;

WHEREAS, the County Board has authority to amend its prior decisions, including plat approval conditions, as it determines is reasonable and appropriate; and

WHEREAS, the County Board has considered the request to allow building on Lot 12 Block 2 in light of the unique circumstances of that parcel, including its size and the independent water access available to Lot 12 Block 1.

THEREFORE, BE IT RESOLVED, by the Crow Wing County Board of Commissioners that Lot 12 Block 2 of the First Addition to Delta Bay (PID 72120505) is hereby excluded from the restriction limiting Block 2 lots to access to the channel and may be used for building purposes subject to all regulations in the County's ordinances and any other applicable state or federal law. This amendment to the restriction applies solely to Lot 12

Block 2, and the restriction remains in full force and effect for all remaining Block 2 lots in the First Addition to Delta Bay.

The motion for the adoption of the forgoing resolution was duly seconded by Commissioner _____and upon vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: **Resolution:**
OFFERED BY COMMISSIONERS: and
AYES: NAYS:

RESOLUTION AMENDING PLAT CONDITION FOR
LOT 12 BLOCK 2 FIRST ADDITION TO DELTA BAY (PID 72120505)

WHEREAS, the First Addition to Delta Bay is made up of two blocks, and the plat for the First Addition to Delta Bay was approved by the Crow Wing County Board of Commissioners on July 12, 1971, subject to the restriction that "none of the lots in Block Two are to be used for building purposes, but for access to Channel" ("restriction");

WHEREAS, all Block 2 lots in the First Addition to Delta Bay remain subject to the restriction and are meant for use by the corresponding Block 1 lot to access the adjacent waterbody;

WHEREAS, Lot 12 Block 1 and Lot 12 Block 2 are the only corresponding Block 1 and 2 lots in the First Addition to Delta Bay that are not under common ownership;

WHEREAS, Lot 12 Block 1 has direct access to the adjacent waterbody without the need to cross or access Lot 12 Block 2;

WHEREAS, Lot 12 Block 2 is approximately .71 acres in size, which is substantially larger than any other Block 2 lot in First Addition to Delta Bay;

WHEREAS, the owner of Lot 12 Block 2 has requested that the County remove the restriction and allow building on this parcel;

WHEREAS, the County Board has authority to amend its prior decisions, including plat approval conditions, as it determines is reasonable and appropriate; and

WHEREAS, the County Board has considered the request to allow building on Lot 12 Block 2 in light of the unique circumstances of that parcel, including its size and the independent water access available to Lot 12 Block 1.

THEREFORE, BE IT RESOLVED, by the Crow Wing County Board of Commissioners that Lot 12 Block 2 of the First Addition to Delta Bay (PID 72120505) is hereby excluded from the restriction limiting Block 2 lots to access to the channel and may be used for building purposes subject to all regulations in the County's ordinances and any other applicable state or federal law. This amendment to the restriction applies solely to Lot 12 Exhibit A - 2 Block 2, and the restriction remains in full force and effect for all remaining Block 2 lots in the First Addition to Delta Bay.

STATE OF MINNESOTA)
COUNTY OF CROW WING) *ss*

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on < >, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this <X day of X, 20XX>.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

SUMMARY OF COUNTY BOARD
CORRESPONDENCE FOR MEETING OF
JULY 14, 2026

1. Minnesota Power – Notice of Road Usage for the Northland Reliability Project, Segment 1

minnesota power
AN ALLETE COMPANY

GREAT RIVER ENERGY

30 West Superior Street, Duluth, MN 55802
218.772.2641, www.mnpower.com

12300 Elm Creek Boulevard, Maple Grove, MN 55369
763.445.5000, www.greatriverenergy.com

June 2026

VIA U.S. MAIL

Re: Notice of Road Usage for the Northland Reliability Project Segment 1 – transmission line from Cherry Park Substation to Cuyuna Series Compensation Station to Cemetery Road in the Cuyuna – Iron Range Segment; Riverton 115 kV Substation; Riverton 230 kV Substation; Cuyuna Series Compensation Station; and Iron Range Substation

Dear Recipient:

On February 28, 2025, the Minnesota Public Utilities Commission ("Commission") granted Minnesota Power and Great River Energy (collectively, the "Permittees") a Certificate of Need and Route Permit for the Northland Reliability Project (or "Project"). Section 5.3.14 of the Route Permit requires the Permittees to "advise the appropriate governing bodies having jurisdiction over all state, county, city, or township roads that will be used during the construction phase of the [Project]." This letter is intended to provide this required notice with respect to the 345 kV transmission line from the Cherry Park Substation to the Cuyuna Series Compensation Station and from the Cuyuna Series Compensation Station to the Iron Range Substation up to Cemetery Road of Segment 1 of the Project (defined below).

The Project consists of two major segments:

- Segment 1: construction of a new, approximately 140-mile long, double-circuit 345 kilovolt ("kV") transmission line connecting the existing Iron Range Substation, a new Cuyuna Series Compensation Station, and the existing Benton County Substation; and
- Segment 2: replacement of two existing high-voltage transmission lines.
    - Replace an approximately 20-mile 230 kV line with two 345 kV circuits from the Benton County Substation to the new Xcel Energy Big Oaks Substation1 along existing high-voltage transmission right-of-way on double-circuit 345 kV structures; and
    - Replace an approximately 20-mile 345 kV line from the Benton County Substation to the existing Xcel Energy Sherco Substation along existing high-voltage transmission right-of-way using double-circuit 345 kV structures.

CROW WING COUNTY
JUN 29 2026
ADMIN OFFICE

Construction Schedule

Work at the Riverton 115 kV Substation, Riverton 230 kV Substation, Cuyuna Series Compensation Station, and Iron Range Substation of Segment 1 began in late spring/summer 2026; correspondence was provided to the appropriate road authorities regarding this work. Segment 1 construction activities noted above are anticipated to commence in late summer / early fall 2026.

Road Usage

The Permittees and their contractors intend to use the state, county, city, or township roads depicted in the enclosed map book as haul routes during construction of Segment 1 of the Project.

In addition to the haul routes identified in the enclosed map book, there will be incidental use of other roads by Project staff traveling to / from construction activities.

Field Representatives

Below are the Field Representatives for the Project. These Field Representatives are responsible for overseeing compliance with the conditions of the Route Permit during construction. Please contact these Field Representatives if you have any concerns.

Field Representative for Transmission Line and Benton County Substation Construction:	*Field Representative for Cuyuna Series Compensation Station and Iron Range Substation:*
Matt Bungum 12300 Elm Creek Blvd. N. Maple Grove, MN 55369 Cell: 612-358-5525 Email: mbungum@grenergy.com	Nick Granning 30 W. Superior St. Duluth, MN 55802 Cell: 218-260-7266 Email: ngranning@mnpower.com

If you have any other questions about this Project, please contact either Daniel McCourtney at dmccourtney@mnpower.com or 218-355-3515 or Brian Hunker at 763-445-5982 or BHunker@GREnergy.com. Thank you for your cooperation and patience, they are greatly appreciated as we work through the various stages of construction and operation of this Project.

Sincerely,

Daniel McCourtney
ALLETE, Inc.
Manager – Strategic Environmental Initiatives

Brian Hunker
Great River Energy
Supervising Manager, Transmission Permitting