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

07/28/2026
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. **Recognition of Crow Wing County Farm Family of the Year for 2026**

3. **Open Forum**

4. **Review and Approve Minutes**

   4.1. 07/14/26 Regular County Board Meeting Minutes

5. **Review and Approve Agenda**

6. **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.**

   6.1. Bills
   6.2. Personnel Actions
   6.3. 2026 Temporary On-Sale Liquor License - Bay Lake Improvement Association
   6.4. Ruffed Grouse Society Donation

6.5. Crow Wing County - Funded Burial Policy

6.6. Support for City of Emily design variance request related to Bridge No. L2877 on Roosevelt Drive

6.7. Resolution Supporting Regional Trail Connection Utilizing Existing CSAH 16 Right-of-Way Corridor

6.8. Northland Reliability Project Lease

6.9. 2025 State Homeland Security Program Grant Agreement

7. **9:05 - Public Hearing - Amend the Water Surface Use Ordinance**

7.1. Water Surface Use Ordinance Amendment

8. **Land Services**

8.1. Adney Exchange Holding Co LLC – Adney Lake Conservancy First Addition –Preliminary Plat

8.2. Great North Communications LLC – Rick Adams – Gobblers Storage Addition –Preliminary Plat

8.3. Pelican Beach Holdings LLC – Pelican Beach Reserve – Final Plat

8.4. R and R Landscaping and Construction Inc – Greg Rono – Ann Lake Acres – Final Plat

9. **County Sheriff**

10. **County Attorney**

11. **County Administrator**

11.1. Senior Management Team Report

11.2. Brainerd Lakes Regional Airport Ordinance Amendment

12. **Additional Business**

13. **Adjournment**

County Board Correspondence

07/28/26 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 28, 2026

Admin Services	Amber Berent
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: 07/14/26 Regular County Board Meeting Minutes

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
Approve the minutes of the 07/14/26 Regular County Board Meeting.

Approximate length of presentation:

Crow Wing County
Board of Commissioners

Regular Meeting Minutes

07/14/2026
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 A. Erickson, Assistant County Attorney Stephanie Shook (remote), Sr. Administrative Specialist Jessie Layman

2. **Open Forum**

Robert Grant praised Sheriff Klang and the work he and his office do. He also thanked the board for assisting in getting something done about the traffic lights at County Rd 13 and Hwy 371.

Doug Kern thanked the Sheriff for having open conversations with others who may have different opinions and thanked the Commissioners for their work with the Sheriff.

3. **Review and Approve Minutes**

3.1 06/23/2026 Regular County Board Meeting Minutes

Approved the minutes of the June 23, 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

4. **Review and Approve Agenda**

Removed Item 7 - Administrative Services, and approved the agenda of the July 14, 2026, regular County Board meeting as amended.

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

5.1 Bills

Approved the following expenditure listing for July 14, 2026, with the full listing available on file in the Office of the Administrative Services Director:

General Fund	$436,404.71
Restricted & Committed Funds	187,702.78
Highway Fund	5,677,758.72
Community Services Fund	83,240.98
Solid Waste (Non-Landfill) Fund	68,446.88
Land Management Fund	25,616.70
Unorganized Territories Fund	95,562.80
Capital Projects Fund	141,003.85
Landfill Fund	208,323.48
State of Emergency	2,484.00
Opioid	1,912.76
	$6,928,457.66

5.2 Personnel Actions

Approved the Human Resource Report for Personnel Actions dated July 14, 2026, as on file.

5.3 Exempt Gambling Permit - MN Deer Hunters Assoc Brainerd Chapter

Approved 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.

5.4 Tax Forfeited Parcel 41320518 reclassification and transfer to County Fee

Approved Resolution **2026-41**(attached): Tax Forfeited Parcel 41320518 reclassification and transfer to County Fee

5.5 Little Pine Section 12 – Kurt Johnson Easement Request

Approved 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.

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

Approved final payment to Subsurface, Inc. for Contract No. 26009 for the total contract amount of $110,050.00 for Project CP 18-200-142, and authorized the County Engineer to approve the Certificate of Final Contract Acceptance.

5.7 CSAH 48 Trail Cost Share Agreement with City of Baxter

Authorized 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.

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

Opened the Public Hearing at 9:09 AM.

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

There was no public comment.

Closed the Public Hearing at 9:10 AM.

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

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

Approved 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, authorized approving all tracts and corresponding values as shown on the 2026 Final Tax Forfeited Land Sale List. Further, authorized 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 7:00 PM August 24th, 2026.

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

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

Approved Resolution **2026-42**(attached): 2026 Classification and Sale of Lands Forfeited to the State for Non-payment of Taxes

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

7.

8. **Community Services**

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

Authorized 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.

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

9. **Land Services**

9.1 Dale Malinowski – Land Use Map Amendment

Approve the application of Dale Malinowski for a land use map amendment for parcel number 90030510 from Agricultural/ Forestry to Rural Residential 10, involving 34.9 acres, per recommendation of the PC/BOA, findings of fact discussed 6/18/2026, the application submitted and the staff report.

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

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

Approved the preliminary plat of Adney Lake Conservancy with 2 lots.

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

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

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

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

10. **County Sheriff**

11. **County Attorney**

12. **County Administrator**

12.1 Senior Management Team Report

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

12.2 Schedule Public Hearing to Amend the Water Surface Use Ordinance

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

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

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

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

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

12.4 Appointment to Crow Wing County HRA

Appointed Trever Gutzman to replace Michael Aulie as the District 5 representative to 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.

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

12.5 Northland Arboretum Land Acquisition Project

Commissioner Barrows Motioned, Seconded by Commissioner Lubke to approve the Resolution of Intent to Purchase, Budget Amendment and Funding Agreement.

Commissioner Koering Motioned an amendment to the Resolution- Northland Arboretum DNR Funding Agreement, providing $100,000 to St. Mathias Parks and Recreation. Commissioner Lee Seconded.

RESULT:	**AMENDMENT FAILED**
MOVER:	Paul Koering
SECONDER:	Jamie Lee
AYES:	Paul Koering, Jamie Lee
NAYS:	Jon Lubke, Steve Barrows, Rosemary Franzen

- Approved Resolution **2026-43**(attached): Resolution of Intent to Purchase 115.9 Acres from Paul Bunyan Arboretum (DBA: Northland Arboretum)
- Approved Budget Amendment – Tax Forfeited Easement Amendment Arboretum Grant Match
- Approved Resolution **2026-44**(attached) Northland Arboretum DNR Funding Agreement

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

12.6 Property Assessed Clean Energy Program (MinnPACE) Participation

- Approved Resolution **2026-45**(attached): Designating the St. Paul Port Authority to Implement and Administer Property Assessed Clean Energy Financing on Behalf of the County and Providing for the Imposition of Special Assessments as Needed in Connection with that Program
- Approved Resolution **2026-46**(attached): Certification of Property Assessed Clean Energy Charges for Energy Improvements on 15 Washington St, Brainerd

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

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

Whitefish Agreement - Accept Agreement

Approved the proposed agreement between Whitefish Chain, LLC and Crow Wing County.

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

Whitefish Agreement - Adopt Resolution

Approved Resolution **2026-47**(attached): Resolution Amending Plat Condition for Lot 12 Block 2 First Addition to Delta Bay (PID 72120505)

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

13. **Additional Business**

14. **Adjournment**

Adjourned at 10:40 AM.

RESULT:	**ADJOURNED [UNANIMOUS]**
MOVER:	Steve Barrows
SECONDER:	Jon Lubke
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: July 14, 2026 **Resolution: 2026-41**
OFFERED BY COMMISSIONERS: Lee and Barrows
AYES: Koering, Lubke, Barrows, Franzen, Lee;

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 July 14, 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 28th day of July, 2026.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: July 14, 2026 **Resolution: 2026-42**
OFFERED BY COMMISSIONERS: Koering and Lee
AYES: Koering, Lubke, Barrows, Franzen, Lee;

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 July 14, 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 28th day of July 2026.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: July 14, 2026 **Resolution: 2026-43**
OFFERED BY COMMISSIONERS: Barrows and Lubke
AYES: Lubke, Barrows, Franzen **NAYS:** Koering, Lee;

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 July 14, 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 28th day of July 2026.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: July 14, 2026 **Resolution: 2026-44**
OFFERED BY COMMISSIONERS: Barrows and Lubke
AYES: Lubke, Barrows, Franzen **NAYS:** Koering, Lee;

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), and

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 July 14, 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 28th day of July 2026.

_____
DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: July 14, 2026 **Resolution: 2026-45**
OFFERED BY COMMISSIONERS: Lubke and Barrows
AYES: Lubke, Barrows, Franzen, Lee **NAYS:** Koering;

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 July 14, 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 28th day of July 2026.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: July 14, 2026 **Resolution: 2026-46**
OFFERED BY COMMISSIONERS: Lubke and Barrows
AYES: Lubke, Barrows, Franzen, Lee **NAYS:** Koering;

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 July 14, 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 28th day of July 2026.

_____
DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: July 7, 2026 **Resolution: 2026-47**
OFFERED BY COMMISSIONERS: Barrows and Lee
AYES: Koering, Lubke, Barrows, Franzen, Lee;

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 July 14, 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 17th day of July, 2026.

Deborah A. Erickson

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 28, 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 28, 2026, as on file.

Approximate length of presentation:

Human Resource Report
Personnel Actions
July 28, 2026

Replacement Staffing

Classification Title: Operations Specialist in Training
Department: Land Services
Reason for Vacancy: Promotion of Erik Hidalgo July 6, 2026
Personnel Committee: Yes

Classification Title: Property Assessor
Department: Land Services
Reason for Vacancy: Departure of Andrea Webster July 14, 2026
Personnel Committee: Yes

Classification Title: Business Manager
Department: Highway
Reason for Vacancy: Movement of Brittney Tollefson July 20, 2026
Personnel Committee: Yes

Classification Title: Health Technician (PT)
Department: Sheriff's Office - Jail
Reason for Vacancy: Resignation of Carolyn Larson-Wedin August 4, 2026
Personnel Committee: No

Hires

Name: Rachel Sprague
Classification Title: Public Health Nurse
Department: Community Services
Start Date: July 30, 2026
Reason for Vacancy: Departure of Erica Schmid April 17, 2026

Promotions/Movement

Name: Brittney Tollefson
Classification Title: Business Analyst
Department: Land Services
Start Date: July 20, 2026

Departures
Name: Katherine Glasby
Classification Title: Financial Worker
Department: Community Services
Date of Departure: July 9, 2026

Name: Andrea Webster
Classification Title: Property Assessor
Department: Land Services
Date of Departure: July 14, 2026

Name: Carolyn Larson-Wedin
Classification Title: Health Technician
Department: Sheriff's Office - Jail
Date of Departure: August 4, 2026

Name: Sarah Marte
Classification Title: Correctional Officer
Department: Sheriff's Office - Jail
Date of Departure: August 2, 2026

Reclassification
Community Services
Operations Manager Grade 170 to Probation Agent Grade 150

Personnel Budget Amendment: Position Reclassification

Amendment Title:	**Community Services Operations Manager to Probation Agent Reclassification**		
Department:	Community Services		
Date Requested	6/22/2026	**Expected Start Date**	8/1/2026
Mandated?	Y	**If Mandated, list State Statute:**	244.05, 244.40, 244.51
Formulas assume the positions have 80hr pay periods to use the pay tables. If it is not 80hrs, they default to a 3.5% yearly pay increase.		**Number of Positions Affected (select):**	**1**

Evaluation Questions

Please answer all evaluation questions using the financial date referenced above

1. Which department is requesting this position and who is the contact for any additional questions?

Community Corrections - Krista Jones/Kara Terry

2. What is the business need for requested position(s)?

There has been an increase in Supervised Release (SR), MN Statute 244.05, cases over the past 10 months. With the Minnesota Rehabilitation and Reinvestment Act (MRRA) MN Statutes 244.40, and 244.51, it is expected that this will continue. Our SR population has steadily increased since the implementation of MRRA in September of 2025. In September of 2025, as MRRA was implemented, our SR caseload was 100 clients. As of today's date the SR caseload is 115 clients. Initially, we trained existing agents, who already had full probation caseloads, to take on the additional SR cases in an attempt to shift existing resources. However, the volume of clients is becoming too many to supervise adequately on top of existing caseloads. SR clients are high risk/high needs clients being released from prison and need intensive supervision to adequately supervise them, case plan and provide effective interventions to better ensure the safety of the community. Adding an additional agent that can take on SR clients will help assist with caseload sizes and ensure these high risk/high needs clients are supervised adequately. Based on this information, we have decided it is in the best interest of the agency we reclass the operations manager FTE to a probation agent. The duties of the operations manager have been split among four staff so those responsibilities will be covered.

3. Provide a brief explanation as to why this position was not submitted in the previous or current budgeting cycle.

A vacancy occurred at the beginning of June that allowed us to evaluate the overall department needs and our 2027 position needs, which included an additional probation agent. Instead of requesting a new FTE-probation agent, we are proposing not filling the operations manager and filling it as a probation agent instead. This results in the same FTE count as well as reduces the levy impact.

4. Describe the work that this position will be assigned.

Community supervision and release investigations of Supervised Release clients. These are clients that are released from prison and are high risk and high needs. Adequate and effective supervision of these clients is essential to public safety.

5. How will this position be funded for current and future years? Grant revenues, levy, or other by means? If Grant revenues, how long is funding available? (If grant or other revenues, answer 5a)

If this existing open position in Community Services is reclassed to a Probation Agent position, it would be funded with the same previously budgeted levy funds.

5a. How will this position be absorbed/released when revenues cease if funded by grant or other funding sources?

N/A

Position Detail Questions:

Reclassified Position - Current Year		Existing Position - Current Year	
Position Title:	Probation Agent	Position Title:	Operations Manager
Position Grade:	150	Position Grade:	170
Hours/Pay Period:	80	Hours/Pay Period:	80
Hourly Rate:	$ 37.23	Hourly Rate:	$ 46.10
# of Positions	1	# of Positions	1
Total Annual Salary:	$ 77,428.00	Total Annual Salary:	$ 95,888.00

Reclassified Position - Current Year		Existing Position - Current Year	
Social Security	$ 4,800.54	Social Security	$ 5,945.06
Medicare	$ 1,122.71	Medicare	$ 1,390.38
PERA Comp	$ 5,807.10	PERA Comp	$ 7,191.60
LTD	$ 178.08	LTD	$ 220.54
Comp/Hardware	$ -	Comp/Hardware	$ -
Other Emp. Exp.	$ -	Other Emp. Exp	$ -
Total Expenses:	$ 11,908.43	**Total Expenses:**	$ 14,747.57

Funding of Reclassified Position - Current Year		Funding of Existing Position - Current Year	
Grant	$ -	Grant	$ -
Levy	$ 89,336.43	Levy	$ 91,457.57
Other Sources	$ -	Other Sources	$ 19,178.00
Total Revenue:	$ 89,336.43	**Total Revenue:**	$ 110,635.57

Future Years - Expected Position Budget Impact					
Expenditures:	**2026**	**2027**	**2028**	**2029**	**2030**
Annual Salary	$ 77,428.00	$ 81,299.84	$ 84,516.84	$ 87,846.17	$ 91,291.10
Employer Paid Expenses	$ 11,908.43	$ 12,503.92	$ 12,998.69	$ 13,510.74	$ 14,040.57
Other Position-Related Expenses	$ -	$ -	$ -	$ -	$ -
Total Expenditures	**$ 89,336.43**	**$ 93,803.76**	**$ 97,515.53**	**$ 101,356.92**	**$ 105,331.67**
Revenues:	**2026**	**2027**	**2028**	**2029**	**2030**
Grant	$ -	$ -	$ -	$ -	$ -
Levy	$ 89,336.43	$ 93,803.76	$ 97,515.53	$ 101,356.92	$ 105,331.67
Other Sources	$ -	$ -	$ -	$ -	$ -
Total Revenues	$ 89,336.43	$ 93,803.76	$ 97,515.53	$ 101,356.92	$ 105,331.67
Existing Position Budget Impact:	$ 110,635.57	$ 116,196.48	$ 120,823.39	$ 125,612.07	$ 130,568.06
Diff. between Existing/Reclassified Position:	**$ (8,874.65)**	**$ (22,392.72)**	**$ (23,307.86)**	**$ (24,255.15)**	**$ (25,236.39)**
Year-over-Year Levy Increase/Decrease:	**$ (883.81)**	**$ 4,467.33**	**$ 3,711.77**	**$ 3,841.39**	**$ 3,974.75**

Reclassified Position - Allocation						
Department	**Account Code**	**2026**	**2027**	**2028**	**2029**	**2030**
Corrections	12494804	100%	100%	100%	100%	100%
		$ 89,336.43	$ 93,803.76	$ 97,515.53	$ 101,356.92	$ 105,331.67
		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -
	Allocation Total	100%	100%	100%	100%	100%

Approvals/Signatures:

Kara Terry	6/23/2026
Senior Management Member	**Date**
Amy Fischer	6/25/2026
Human Resources Department	**Date**
Nancy Malecha	6/25/2026
Finance Department	**Date**

For Admin use Only:

Personnel Committee Date: _____

Board Date: _____

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 28, 2026

Admin Services	Jory Danielson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: 2026 Temporary On-Sale Liquor License - Bay Lake Improvement Association

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
To approve the 2026 Temporary On-Sale Liquor License application of the Bay Lake Improvement Association for the temporary on sale of liquor at the Bay Lake Improvement Association, 17288 Battle Pt Rd, Deerwood Township, on the date of August 1, 2026, subject to recommendation by the County Attorney and County Sheriff, subject to all State requirements and any delinquent taxes being paid and authorize the Administrative Services Director to issue said License.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 28, 2026

Land Services	Tom Strack
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Ruffed Grouse Society Donation

PREVIOUS ACTION:

COMMENTS:

- Hunter Hiker Trail expansions were discussed at the April 15th, 2026, NRAC Meeting.
- 10 additional miles to 6 existing trails have been identified to create looped trails and enhance user experiences.
- In the 1990's the Ruffed Grouse Society (RGS) helped design, create and fund the construction of Hunter Hiker Trails in northern Crow Wing County to enhance habitat management and provide recreational opportunities.

RECOMMENDED BOARD ACTION:
Accept the donations of $1,500 from the Ruffed Grouse Society Brainerd Chapter and $2,400 from the Ruffed Grouse Society Habitat Account.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 28, 2026

Community Services	Tami Lueck
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Crow Wing County - Funded Burial Policy

PREVIOUS ACTION:
January 27, 2026 the burial policy was brought before the board to approve a $25.00 increase in the Medical Examiner's fee from $50.00 to $75.00.

COMMENTS:

RECOMMENDED BOARD ACTION:
Approve removing from section 4: "If family and/or friends choose to enhance the funeral or make substitutes, such as a casket of their choice, they will be obligated to pay for the entire cost of the funeral/burial." and increase Immediate Cremation from $2,900 to $3,400 and medical examiner's fee of $75.00. All changes effective 01/01/2027.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 28, 2026

Highway and Engineering	Tim Bray
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Support for City of Emily design variance request related to Bridge No. L2877 on Roosevelt Drive

PREVIOUS ACTION:
3-10-26 - Adopted a bridge priority resolution which included Bridge No. L2877.

COMMENTS:
Bridge No. L2877 on Roosevelt Drive crosses Crooked Creek and proceeds to the north as a dead-end roadway. The County has supported the City's desire to replace the bridge, which is now 67 years old. Current load postings create safety concerns as the legal load is less than many emergency and maintenance type vehicles. Due to the topography near the river crossing, meeting a 30-mph design speed would require raising the roadway approximately 7.5 feet, removing many trees, performing extensive grading and increasing the project cost by an estimated $800,000.

The City is also required to adopt a similar resolution. A copy of the City Resolution and the narrative portion of the City's variance request are attached.

RECOMMENDED BOARD ACTION:
Adopt a resolution supporting the City of Emily's design variance request.

Approximate length of presentation:

June 1, 2026

RE: City of Emily
Roosevelt Drive Bridge Replacement
S.A.P. 018-597-011
SEH No. EMILY 190674 14.00

Kristine Elwood
State Aid Division Director
Minnesota Department of Transportation
395 John Ireland Blvd MS 500
St. Paul, MN 55155

Dear Ms. Elwood:

Pursuant to State Aid Operation Rules and on behalf of the City of Emily, we respectively request a variance from State Aid Rule 8820.9922 Minimum Design Standards, New Bridge, Bridge Replacement, or Bridge Rehabilitation Projects and Approach Roadways on Rural or Suburban Undivided Roadways not on the State Aid System for Roosevelt Drive Bride project north of Crooked Creek Road in the City of Emily. A variance from the minimum vertical curve requirements is being requested for the sag curves approaching the bridge. Crow Wing County will serve as the Agency through which funding is administered. A copy of the City Council Resolution requesting this variance and holding the State harmless is attached and planned to be adopted at a Council Meeting June 9th. This request is being submitted in accordance with the requirements of Minnesota Rules Chapter 8820 and is supported by the attached Design Element Variance Justification Checklist and accompanying documentation.

Project Description
The City of Emily is planning the replacement of an existing bridge which provides the only access to a residential area located to the north. The bridge serves approximately 40 residences as well as additional undeveloped wooded parcels. The crossing is located in a rural setting characterized by steep wooded terrain surrounding a creek. The existing bridge has been identified as structurally deficient based on inspection reports, with a reduction in load capacity from 24 tons for a single unit truck to 18 tons. This limitation is below the weight requirements for emergency vehicles, including fire trucks and municipal service vehicles, and therefore presents a significant safety and operational concern.

The existing bridge is a single-span, 43.5-foot long, 19.6-foot-wide bridge that was originally constructed in 1960. It has a steel beam and timber superstructure with a bituminous topping and timber railings. It has concrete abutments with timber wingwalls. The bridge carries one lane of traffic due to its insufficient width. The roadway approach is 18 feet wide and carries 2 lanes of traffic. The existing bridge crosses the waterway at a 90-degree angle and it appears to have a narrower waterway opening than the approach waterway. This causes increased scour conditions due to a higher water velocity passing through the bridge opening.

In addition, the approaches tie into the bridge with minimal vertical curvature, creating challenges for maintenance operations and safe vehicle operation. The road to the north is unpaved with existing traffic volumes are approximately 90 vehicles per day.

Variance Requested
The City of Emily is requesting a variance from Minnesota Rule 8820.9922 related to vertical alignment standards, specifically for reduced vertical curve lengths associated with sag vertical curve stopping sight distance. Strict application of the design standards would require raising the bridge profile significantly to meet the required vertical curve criteria. A figure showing the proposed profile and a profile meeting the requirements is attached.

Economic Impacts
The request for variance is based in part on the need to balance design requirements with cost considerations. Constructing the bridge to fully meet vertical curve standards would significantly increase project costs. Meeting the required vertical curve standards would necessitate raising the proposed bridge elevation by approximately 7.5 feet. This increase would require substantial fill sections, increased abutment heights, and extensive grading of the adjacent terrain. It is estimated that the required changes would add approximately $800,000 to the project cost. The variance allows for a more cost-effective solution while still achieving the primary goals of the project.

Environmental Impacts
The existing bridge is located at the bottom of a steep slope within a constrained creek crossing. A design that more closely follows existing topography will reduce tree clearing, grading, and erosion risk in the steep wooded terrain around the creek. Meeting full design standards would require substantial clearing of mature trees and large-scale grading, while the variance minimizes these impacts and preserves the area's existing character. The proposed bridge will be wider than the existing bridge to reduce water velocity in the creek and scour concerns.

Community and Character Impacts
Constructing the bridge to meet design standards would fundamentally alter the existing setting of the rural creek crossing and significantly change the character of the surrounding area. The requested variance allows the design to more closely follow the natural topography while still addressing the structural deficiencies of the existing bridge. Adjacent property owners who the City is in right of way negotiations with, have expressed that they are not in flavor of a design which compromises the scenic character of the area.

Safety Considerations
MnDOT's Crash Mapping Analysis Tool indicates no crashes have occurred in the project area in the last 10 years. While reduced sag vertical curve lengths can introduce concerns related to nighttime visibility, the proposed design includes mitigating factors. Overall, the proposed design represents an improvement over existing conditions.
The project includes several safety enhancements:

- Replacement of a structurally deficient bridge to restore full load capacity for emergency and service vehicles
- Increase in bridge width from 20 feet to 26 feet, allowing safe two-way traffic operations
- Installation of concrete bridge barriers and guardrails along the approaches to improve vehicle containment
- Improved approach grades and vertical geometry to enhance vehicle control and maintenance operations

Although pedestrian and bicycle activity is expected to be minimal due to the rural setting, the increased bridge width will provide additional space and safety for occasional non-motorized users.

Maintenance and Operations
The proposed bridge will address several maintenance concerns associated with the existing structure. The current bridge consists of steel beams with a wood deck system that has been overlaid with pavement,

requiring routine maintenance and offering limited durability. The replacement structure will provide a more durable solution, reduce ongoing maintenance needs, and improve snow plowing operations through wider cross sections and improved approach transitions.

Conclusion
Based on the topographic and environmental constraints of the Roosevelt Drive Bridge, we are requesting that a variance to the minimum vertical curve requirements to be granted in accordance with State Aid Operations Rule 8820.9922. I am available to present this information at your next Variance Committee meeting. Please call me at 218.821.0085 if you have any questions or need additional information.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Alex Voit, PE
Project Manager

ajv
Attachments:
Design Element Variance Justification Checklist
Variance Resolution
Index Map
Typical Sections
Plan and Profile Sheet

c: Rob Hall – Crow Wing County
Cari Johnson – City of Emily

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CITY OF EMILY, MINNESOTA
RESOLUTION NO. 26-30

RESOLUTION REQUESTING A VARIANCE FROM STANDARD FOR STATE AID OPERATION FOR PROJECT NO. S.A.P. 018-597-011

WHEREAS, the City of Emily is preparing plans for the replacement of Bridge L2877 on Roosevelt Drive and corresponding approaches from Crooked Creek Road to 550 feet to the north ; and

WHEREAS, Minnesota Rules for State Aid Operation 8820.9922 require that the replacement bridge meets a 30 mile per hour design speed; and

WHEREAS, the reason for this variance request is that the existing topography does not allow for 30 mile per hour vertical curves without drastically raising the bridge elevation from existing conditions, causing additional cost and visual impact.

NOW, THEREFORE BE IT RESOLVED, that the Emily City Council does hereby request a variance from the Minnesota Department of Transportation State Aid Operations Rules Chapter 8820.9922 MINIMUM DESIGN STANDARDS; NEW BRIDGE, BRIDGE REPLACEMENT, OR BRIDGE REHABILITATION PROJECTS AND APPROACH ROADWAYS ON RURAL OR SUBURBAN UNDIVIDED ROADWAYS THAT ARE NOT ON THE STATE-AID SYSTEM to allow vertical curves meeting a 15 miles per hour design speed in lieu of vertical curves meeting a 30 miles per hour design speed;

BE IT FURTHER RESOLVED, that the City of Emily hereby indemnifies, saves and hold harmless the State of Minnesota, Crow Wing County and their agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of replacement of Bridge L2877 on Roosevelt Drive in accordance with Minnesota Rules 8820.9922 and further agrees to defend at their sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting this variance.

Adopted by the City Council of Emily, Minnesota this 9th day of June, 2026.

Tracy Jones, Mayor

ATTEST: Cari Johnson

City Clerk/Treasurer Cari Johnson, MCMC

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 28, 2026

Highway and Engineering	Timothy Bray
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Resolution Supporting Regional Trail Connection Utilizing Existing CSAH 16 Right-of-Way Corridor

PREVIOUS ACTION:
None

COMMENTS:
The City of Crosslake, City of Jenkins, Jenkins Township, Ideal Township, and other local agency partners have formally demonstrated their support for working together to establish a Regional Trail Connection linking their existing local trail systems to the Paul Bunyan State Trail. To help advance this effort, the partners intend to pursue available state and federal grant funding for a trail generally located within the CSAH 16 corridor between Crosslake and Jenkins.

This resolution expresses Crow Wing County's support for those efforts while recognizing that the trail is still in the early stages of development and that many details, including the final alignment, design, and costs, have yet to be determined. The resolution also makes it clear that the local agencies, not Crow Wing County, will lead the project and be responsible for its development, funding, construction, operation, and maintenance. At the same time, it preserves the County's authority over the CSAH 16 right-of-way and clarifies that this resolution does not approve construction or commit the County to future funding or participation beyond the specific commitments identified in the resolution.

As the Regional Trail Connection continues to develop and the details of individual segments become better defined, Crow Wing County will have additional opportunities to provide input and guidance that help shape the final design, construction, and any future agreements governing the construction, operation, and maintenance of the future trail.

The proposed resolution and supporting documentation from each of the partner agencies is attached.

RECOMMENDED BOARD ACTION:
Adopt a resolution supporting local efforts to establish a regional multi-use trail connection within the CSAH 16 right-of-way corridor between the cities of Crosslake and Jenkins.

Approximate length of presentation:

CITY OF CROSSLAKE
RESOLUTION NO. 26-20

A RESOLUTION SUPPORTING THE LAKE FOUNDATION'S EFFORTS TO DEVELOP A REGIONAL TRAIL CONNECTION

WHEREAS, the City of Crosslake expresses their support for the LAKE Foundation's efforts to develop a regional trail connection between Crosslake and Jenkins; and

WHEREAS, the City of Crosslake recognizes the importance of regional trail infrastructure in promoting outdoor recreation, improving public health, and supporting local economic vitality; and

WHEREAS, the proposed trail would strengthen regional connectivity by linking communities to the broader network of trails throughout Crow Wing County and central Minnesota, including the Paul Bunyan State Trail; and

WHEREAS, partnership and coordination with Crow Wing County are essential to the successful planning, design, and implementation of the proposed trail, particularly in relation to right-of-way use and engineering; and

WHEREAS, projects such as this foster collaboration among communities while enhancing the quality of life for residents of all ages; and

NOW, THEREFORE, BE IT RESOLVED, that the Crosslake City Council hereby supports the continued planning, design, and development of a regional trail connection, and hereby encourages Crow Wing County, other relevant agencies, and project partners to coordinate and collaborate in the use of the County Road 16 corridor for the purpose of advancing and completing this project.

ADOPTED by the City Council of Crosslake this 13th day of April, 2026.

Mayor, Jackson Purfeerst

Lori Conway, City Administrator

CITY OF JENKINS
COUNTY OF CROW WING, STATE OF MINNESOTA

RESOLUTION NO. 26-04-338

A RESOLUTION SUPPORTING THE L.A.K.E. FOUNDATION'S EFFORTS TO DEVELOP A REGIONAL TRAIL CONNECTION

WHEREAS, THE CITY OF JENKINS EXPRESSES ITS SUPPORT FOR THE L.A.K.E. FOUNDATION'S EFFORTS TO DEVELOP A REGIONAL TRAIL CONNECTION BETWEEN JENKINS AND SURROUNDING COMMUNITIES; AND

WHEREAS, THE CITY OF JENKINS WOULD LIKE TO FORMALIZE ITS SUPPORT BY RESOLUTION, HAVING PREVIOUSLY APPROVED A LETTER OF SUPPORT FOR THE L.A.K.E. FOUNDATION, DRAFTED MARCH 22ND, 2026; AND

WHEREAS, THE CITY OF JENKINS RECOGNIZES THE IMPORTANCE OF REGIONAL TRAIL INFRASTRUCTURE IN PROMOTING OUTDOOR RECREATION, IMPROVING PUBLIC HEALTH, AND SUPPORTING LOCAL ECONOMIC VITALITY; AND

WHEREAS, THE PROPOSED TRAIL WOULD STRENGTHEN REGIONAL CONNECTIVITY BY LINKING COMMUNITIES TO THE BROADER NETWORK OF TRAILS THROUGHOUT CROW WING COUNTY AND CENTRAL MINNESOTA, INCLUDING THE PAUL BUNYAN STATE TRAIL; AND

WHEREAS, PARTNERSHIP AND COORDINATION WITH CROW WING COUNTY ARE ESSENTIAL TO THE SUCCESSFUL PLANNING, DESIGN, AND IMPLEMENTATION OF THE PROPOSED TRAIL, PARTICULARLY IN RELATION TO RIGHT-OF-WAY USE AND ENGINEERING; AND

WHEREAS, PROJECTS SUCH AS THIS FOSTER COLLABORATION AMONG COMMUNITIES WHILE ENHANCING THE QUALITY OF LIFE FOR RESIDENTS OF ALL AGES;

NOW, THEREFORE, BE IT RESOLVED, THAT THE JENKINS CITY COUNCIL HEREBY SUPPORTS THE CONTINUED PLANNING, DESIGN, AND DEVELOPMENT OF A REGIONAL TRAIL CONNECTION, AND HEREBY ENCOURAGES CROW WING COUNTY, OTHER RELEVANT AGENCIES, AND PROJECT PARTNERS TO COORDINATE AND COLLABORATE IN THE USE OF THE COUNTY ROAD 16 CORRIDOR FOR THE PURPOSE OF ADVANCING AND COMPLETING THIS PROJECT.

ADOPTED BY THE CITY COUNCIL OF JENKINS THIS 28TH DAY OF APRIL, 2026.

ANDREW J. RUDLANG, MAYOR

ATTEST:

CASSANDRA M. DELOUGHERTY, CITY CLERK-TREASURER

TOWN OF IDEAL
CROW WING COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2026-08

A RESOLUTION SUPPORTING THE LAKE FOUNDATION'S EFFORTS TO DEVELOP A REGIONAL TRAIL CONNECTION

WHEREAS, the Town of Ideal expresses their support for the LAKE Foundation's efforts to develop a regional trail connection between Crosslake and Jenkins; and

WHEREAS, the Town of Ideal recognizes the importance of regional trail infrastructure in promoting outdoor recreation, improving public health, and supporting local economic vitality; and

WHEREAS, the proposed trail would strengthen regional connectivity by linking communities to the broader network of trails throughout Crow Wing County and central Minnesota, including the Paul Bunyan State Trail; and

WHEREAS, partnership and coordination with Crow Wing County are essential to the successful planning, design, and implementation of the proposed trail, particularly in relation to right-of-way use and engineering; and

WHEREAS, projects such as this foster collaboration among communities while enhancing the quality of life for residents of all ages; and

NOW, THEREFORE, BE IT RESOLVED, that the Ideal Township Board hereby supports the continued planning, design, and development of a regional trail connection, and hereby encourages Crow Wing County, other relevant agencies, and project partners to coordinate and collaborate in the use of the County Road 16 corridor for the purpose of advancing and completing this project.

ADOPTED by the Ideal Township board this 18th day of May, 2026.

J. Craig Wallace, Clerk/Treasurer

Dave Peterson, Board Chairperson

Jenkins Township
RESOLUTION NO. 26-01

A RESOLUTION SUPPORTING THE LAKE FOUNDATION'S EFFORTS TO DEVELOP A REGIONAL TRAIL CONNECTION

WHEREAS, Jenkins Township expresses their support for the LAKE Foundation's efforts to develop a regional trail connection between Crosslake and Jenkins; and

WHEREAS, Jenkins Township recognizes the importance of regional trail infrastructure in promoting outdoor recreation, improving public health, and supporting local economic vitality; and

WHEREAS, the proposed trail would strengthen regional connectivity by linking communities to the broader network of trails throughout Crow Wing County and central Minnesota, including the Paul Bunyan State Trail; and

WHEREAS, partnership and coordination with Crow Wing County are essential to the successful planning, design, and implementation of the proposed trail, particularly in relation to right-of-way use and engineering; and

WHEREAS, projects such as this foster collaboration among communities while enhancing the quality of life for residents of all ages; and

NOW, THEREFORE, BE IT RESOLVED, that Jenkins Township Council hereby supports the continued planning, design, and development of a regional trail connection, and hereby encourages Crow Wing County, other relevant agencies, and project partners to coordinate and collaborate in the use of the County Road 16 corridor for the purpose of advancing and completing this project.

ADOPTED by Jenkins Township this 21st day of April

James Olsen

Jim Olsen

Township Clerk

Minnesota Department of Natural Resources
Parks and Trails Division
1601 Minnesota Drive
Brainerd, MN 56401

February 19, 2026

The L.A.K.E. Foundation
c/o The LAKE Trails Initiative
35808 County Rd 66
Crosslake MN 56442

RE: Jenkins to Crosslake Regional Trail Support

The Department of Natural Resources Parks and Trails Division supports the connection to the Paul Bunyan Trail of a regional trail from Jenkins to Crosslake, MN. When completed, this regional trail will connect the communities of Pequot Lakes, Jenkins, Jenkins Twp., Ideal Twp, and Crosslake throughout Crow Wing County. This regional trail will also access the Paul Bunyan State Trail which is connected to many other communities and counties throughout greater MN.

The Brainerd Lakes area is known for resorts, restaurants, camping and lakes. Upon completion, this trail will complement and connect people with those opportunities. This separated trail would not only provide a safer means for transportation and recreation, it would attract more users, which would have a significant economic impact to the surrounding communities.

Please accept this letter as support for the The L.A.K.E. Foundation and their efforts to provide and promote healthier lifestyles and economic benefits while providing a safe and sustainable outdoor recreational experience to residents and visitors to the Jenkins/Ideal Corners/Crosslake corridor.

Sincerely,

Keri Hull

Keri Hull
Brainerd Area Parks and Trails Supervisor

PAUL BUNYAN SCENIC BYWAY
paulbunyanscenicbyway.org
PO Box 401, Pequot Lakes, MN 56472

April 13, 2026

LAKE Foundation
35808 County Road 66
Crosslake, MN 56442

Re: LAKE Foundation's Regional Trail Connections project

The Paul Bunyan Scenic Byway Association supports the work of the LAKE Foundation to pursue a multi-year effort to connect existing trails in the Crosslake/Ideal/Jenkins area, and beyond. The nationally designated Paul Bunyan Scenic Byway driving route runs through this area with share-the-road paved shoulders. The LAKE Foundation's desire to seek separated trails as often as possible is a significant step toward increased safety along and around the Paul Bunyan Scenic Byway, a route whose history began in support of creating safer biking conditions on the county roads that comprise the byway.

In 2024, the Paul Bunyan Scenic Byway Association completed a Corridor Management Plan update. A survey sent out to the public as a part of that planning process showed significant interest in more biking trails. The LAKE Foundation's planned trail connections and its inclusive design is clearly in tune with what area residents and visitors are seeking.

Additionally, the linking of communities that the LAKE Foundation's trail connections will provide supports a PBSBA goal of encouraging cooperation and collaboration among the Scenic Byway jurisdictions.

The Paul Bunyan Scenic Byway Association is pleased to support the LAKE Foundation's Regional Trails Connection project and is thankful for the group's dedication to this important multi-year effort.

Sincerely,

Lynn Scharenbroich, Chair
Paul Bunyan Scenic Byway Association

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

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

RESOLUTION SUPPORTING LOCAL EFFORTS TO ESTABLISH A REGIONAL MULTI-USE TRAIL CONNECTION WITHIN THE CSAH 16 RIGHT-OF-WAY CORRIDOR BETWEEN THE CITIES OF CROSSLAKE AND JENKINS

WHEREAS, the City of Crosslake, City of Jenkins, Jenkins Township, Ideal Township, and other local agency partners have formally demonstrated their support for establishing a regional multi-use trail connection linking existing local trail systems to the Paul Bunyan State Trail (the Regional Trail Connection) and desire to pursue available state and federal grant funding to advance the Regional Trail Connection utilizing portions of the County State Aid Highway (CSAH) 16 right-of-way corridor between the Cities of Crosslake and Jenkins; and

WHEREAS, the Crow Wing County Board recognizes that regional multi-use trail connections can enhance transportation choices, outdoor recreation, tourism, economic development, and quality of life while strengthening connections between neighboring communities; and

WHEREAS, Crow Wing County supports the efforts of the local agency partners to advance the planning, engineering, environmental review, and other activities necessary to evaluate, develop, and implement the Regional Trail Connection; and

WHEREAS, the Regional Trail Connection remains in the conceptual stage, and its scope, design, environmental requirements, right-of-way needs, and associated project costs have not yet been determined; and

WHEREAS, the Crow Wing County Highway Department Cost Participation Policy provides that local agencies are responsible for all costs associated with recreational trails located within County highway right-of-way.

NOW, THEREFORE, BE IT RESOLVED, that the Crow Wing County Board of Commissioners expresses its support for the continued development of the Regional Trail Connection and authorizes the local agency partners to identify the CSAH 16 right-of-way corridor in applications for available state and federal grant funding to advance the Regional Trail Connection.

BE IT FURTHER RESOLVED, that this Resolution expresses the County's support for pursuing grant funding and does not constitute approval of a specific Regional Trail Connection or create any obligation on the part of Crow Wing County to approve, construct, fund, acquire property for, or otherwise participate in the Regional Trail Connection beyond the commitments expressly stated herein.

BE IT FURTHER RESOLVED, that any future Regional Trail Connection within the CSAH 16 right-of-way corridor shall remain subject to the Crow Wing County Highway Department Cost Participation Policy and approval by the County Engineer and the Crow Wing County Board, as required.

BE IT FURTHER RESOLVED, that the local agency partners shall serve as the Lead Agency and be responsible for all costs associated with project development, right-of-way acquisition, construction, operation, maintenance, and any required local matching funds. Approval may be withheld if the proposed Regional Trail Connection is determined to adversely affect the safety, operation, maintenance, drainage, or future improvement of CSAH 16.

BE IT FURTHER RESOLVED, that Crow Wing County will not exercise its authority of eminent domain solely for the purpose of acquiring property for the Regional Trail Connection.

BE IT FURTHER RESOLVED, that Crow Wing County agrees to act as the sponsoring agency and may serve as the fiscal agent for awarded grant funds when required by the applicable grant program.

BE IT FINALLY RESOLVED, that continued development of the Regional Trail Connection is consistent with Crow Wing County's interest in improving regional connectivity, transportation options, recreation, tourism, and quality of life while preserving the County's authority over the management and use of its highway right-of-way.

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 < >, 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 < > day of < > 2026.

_____
DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 28, 2026

Land Services	Tom Strack
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Northland Reliability Project Lease

PREVIOUS ACTION:

COMMENTS:

- Discussed at 7/21/2026 Committee of the Whole Meeting.
- Lease has been reviewed by the County Attorneys Office.
- County Board is authorized per M.S. 282.04, Subd 1 to lease Tax Forfeited Property.

RECOMMENDED BOARD ACTION:
Approved entering into a lease between Crow Wing County and Great River Energy per M.S. 282.04, Subd 1 on Tax Forfeited Properties 81360548 & 81360501 and authorize the Board Chair to sign the attached lease agreement.

Approximate length of presentation:

Docusign Envelope ID: 3A81D641-4C32-87C0-8132-E560B8DD02F8

LEASE

This Lease (the "Lease") is made by and between the undersigned, **State of Minnesota, County of Crow Wing**, and successors and assigns ("Lessor"), on the one hand, and **Great River Energy,** a Minnesota cooperative corporation and successors and assigns ("Lessee"), on the other hand, and is effective as of the date last signed below (the "Effective Date").

Lessee desires to obtain from Lessor, and Lessor desires to grant to Lessee, a lease for ingress and egress, and for construction workspace, equipment or materials storage, laydown yard, and other purposes related to Lessee's construction of electric transmission facilities, in, through, over, under, and across certain real property located in Crow Wing County, State of Minnesota, which is owned by Lessor, and is further described and/or depicted on the attached Exhibit A ("Leased Premises"). Therefore, Lessor hereby lets and leases the Leased Premises to Lessee, and Lessee does hereby lease the Leased Premises from Lessor, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on the following terms and conditions:

1. Initial Lease Term. The initial term of this Lease shall be until December 31, 2031 beginning on the Effective Date, Effective Date shall be upon execution by Lessor and Lessee. ("Initial Lease Term"). Lessee shall pay to Lessor $1,500.00 monthly prior to construction and $3,500.00 monthly following the commencement of construction on or before July 1, 2027 for the Initial Term ("Initial Lease Term Payment"). The Initial Lease Term Payment shall be paid by Lessee promptly upon execution hereof.

2. Annual Renewal Term Option. Lessee shall have the option to extend this Lease, by an additional twelve (12) month period ("Annual Renewal Lease Term"), upon the same terms and conditions as applicable during the Initial Lease Term (each, an "Annual Renewal Term Payment"), paid in advance by the first of the month during the Annual Renewal Lease Term, except in the event that Lessee chooses to terminate this Lease prior to the end of an Annual Renewal Lease Term. Lessee shall exercise its option to the Annual Renewal Lease Term by delivering written notice and the first monthly payment to Lessor, prior to expiration of the Initial Lease Term.

3. Additional Month-to-Month Renewal Terms Option. If Lessee has exercised its option to the Annual Renewal Lease Term, then Lessee shall have additional, successive options to extend this Lease for periods of one (1) month (each a "Monthly Renewal Term") to begin after expiration of the Annual Renewal Lease Term, upon the same terms and conditions as applicable during the Initial Lease Term, (each a "Monthly Renewal Term Payment"), paid in advance by the first of the month of each Monthly Renewal Term. Lessee's tender of a Monthly Renewal Term Payment to Lessor shall constitute Lessee's exercise of a Monthly Renewal Term.

4. Right of Termination. Lessee shall have the option to terminate this Lease upon thirty (30) days' written notice to Lessor. If Lessee terminates this Lease during the Initial Lease Term not for cause, Lessor shall be entitled to be paid the entire Initial Lease Term Payment. If Lessee terminates this Lease during the Initial Lease Term because any of the Approvals (defined below) reasonably necessary for Lessee to use the Leased Premises for the purposes intended were not obtained on terms or at a time acceptable to Lessee, then Lessee shall be entitled to the return of a portion of the Initial Lease Term Payment on a pro rata basis. If Lessee terminates this Lease during the Annual Renewal Lease Term not for cause, Lessor shall be entitled to keep all Annual Renewal Term Payments made prior to the effective date of termination. If Lessee terminates this Lease during a Monthly Renewal Term not for cause,

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Lessor shall be entitled to keep all Monthly Renewal Term Payments made prior to the effective date of termination. Lessor shall have the option to terminate the lease upon providing 180 days written notice.

5. Property Condition; Improvement and Restoration by Lessee. Lessee accepts the Leased Premises in the condition "as is." Lessee shall have the right to improve the Leased Premises to suit its use thereof during the Lease. Lessee and Lessor shall coordinate regarding Lessee's access through the Leased Premises to the remainder of Lessee's property while the Lease is in effect. Upon the termination of the Lease, Lessee shall surrender the Leased Premises in substantially the same condition in which it was at the beginning of Lessee's occupancy and shall remove all of Lessee's materials and/or equipment stored on the Leased Premises, except that Lessee may leave in their as-improved conditions improvements such as drive lanes, storage pads, gravel, grading, and the like. Further, Lessee may leave in its as-improved condition any fences placed on the Leased Premises with the consent of Lessor, which shall not be unreasonably denied, delayed, or conditioned, and subject to applicable permit requirements. In the event that Lessee's restoration obligations under this agreement or pursuant to applicable permit(s) extend beyond the end of the Lease, Lessor hereby grants Lessee access to and use of the Leased Premises as reasonably necessary to complete such restoration.

6. Right to Lease. Lessor covenants with Lessee that Lessor is the owner of the Leased Premises and has the right to convey the rights created herein to Lessee in the manner and form aforesaid.

7. Approvals. After the Effective Date, Lessee may, at any time, prepare and file any applications and take other applications necessary to obtain permits or approvals that Lessee deems appropriate, in its sole discretion, to enjoy the Lease, including but not limited to, obtaining, at Lessee's sole cost, any special or conditional use permits, zoning amendments, variances, and/ or any other approvals pursuant to any applicable statutes, ordinances, rules, codes, regulations, or the like (all of the foregoing, collectively the "Approvals"). Lessor shall reasonably cooperate, at no material cost to Lessor, with Lessee to secure the Approvals, which may include Lessor's execution of applications and/ or other documentation.

8. Memorandum of Agreement; Agreement Runs with the Property. Lessor agrees that it will execute, acknowledge, and deliver a standard Memorandum of Lease if requested by Lessee and that Lessee may thereafter, at its expense and in its discretion, cause the Memorandum of Lease to be recorded. The provisions of this Lease shall run with the land and be binding upon the Leased Premises.

9. Entire Agreement; Governing Law. It is mutually understood and agreed that this instrument covers all agreements and stipulations between Lessor and Lessee and that the terms herein may only be modified in writing. This instrument shall be governed by the law of Minnesota.

10. Severability. The provisions of this Lease shall be deemed severable. If any part of this Lease is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Lease. Notwithstanding the foregoing, the ability of Lessee to use the Leased Premises for the purposes described herein is essential to this Contract and if rendered void, invalid, or unenforceable such rendering will terminate this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year indicated below.

[SIGNATURE PAGE FOLLOWS]

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Docusign Envelope ID: 3A81D641-4C32-87C0-8132-E560B8DD02F8

LESSOR:

State of Minnesota

BY: Crow Wing County Board of Commissioners

_____

NAME: _____

ITS: _____

BY: Crow Wing County

_____

NAME: _____

ITS: _____

LESSEE:

Great River Energy, a Minnesota Cooperative Corporation

By: Matthew R. Hagelin

Name: Matthew Hagelin

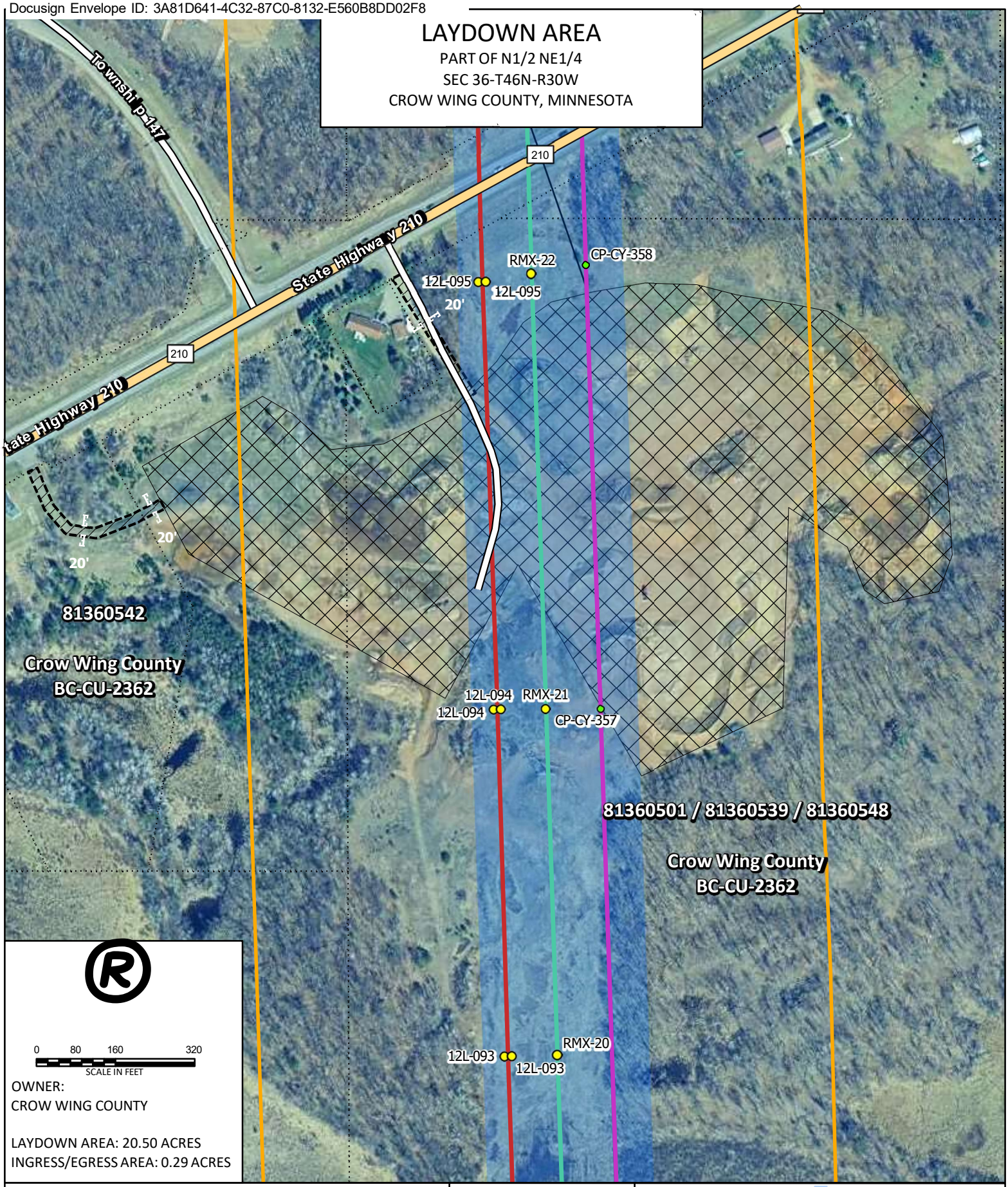
ITS: Supervising Manager, Land Rights

DATED: 7/8/2026

Docusign Envelope ID: 3A81D641-4C32-87C0-8132-E560B8DD02F8

LAYDOWN AREA

PART OF N1/2 NE1/4
SEC 36-T46N-R30W
CROW WING COUNTY, MINNESOTA



0 80 160 320
SCALE IN FEET

OWNER:
CROW WING COUNTY

LAYDOWN AREA: 20.50 ACRES
INGRESS/EGRESS AREA: 0.29 ACRES

JCG LAND SERVICES, INC.
224 SOUTH BELL AVE, SUITE A
AMES, IOWA 50010
(515) 382-1698

www.jcgland.com

JCG LAND SERVICES

DRAWN: EASTRIDGE

NORTHLAND RELIABILITY PROJECT

SCALE: 1" = 250'

DATE: 6/18/2026

Property Line
Structures
Cherry Park-Cuyuna
Riverton
Alignment
12L
CP-CY
RMX
ROW
NRP Corridor
Laydown Area
Ingress/Egress

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.
EXHIBIT NOT TO SCALE

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 28, 2026

Sheriff	N/A
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: 2025 State Homeland Security Program Grant Agreement

PREVIOUS ACTION:

COMMENTS:
The monetary amount of this grant agreement is $264,000 and does not require a match.

RECOMMENDED BOARD ACTION:
Authorize 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 Public Safety, Homeland Security and Emergency Management Division for the Sheriff's Office Bomb Squad equipment and training, effective January 1, 2026, through March 31, 2027, 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.

Approximate length of presentation:

Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management 3925 Pheasant Ridge Dr. NE Blaine, MN 55449-4528	**Grant Program:** 2025 (SHSP) State Homeland Security Program **Grant Contract Agreement No.:** A-SHSP-2025-CROWWICO-004
Grantee: Crow Wing County 326 Laurel St., Suite 22 Brainerd, MN 56401-3589	**Grant Contract Agreement Term:** **Effective Date:** 01/01/2026 **Expiration Date:** 03/31/2027
Grantee's Authorized Representative: Crow Wing County Sheriff's Office Attn: Eric Klang 304 Laurel St. Brainerd, MN 56401-3523 Phone: 218-829-4749 E-mail: eric.klang@crowwing.us	**Grant Contract Agreement Amount:** Original Agreement $264,000.00 Matching Requirement $ 0.00
State's Authorized Representative: Homeland Security and Emergency Management Attn: Brittany Wilber 3925 Pheasant Ridge Dr. NE Blaine, MN 55449-4528 Phone: 651-201-7451 E-mail: brittany.wilber@state.mn.us	**Federal Funding:** CFDA/ALN: 97.067 **FAIN:** EMW-2025-SS-05082 **State Funding**: None **Special Conditions:** None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2025 State Homeland Security Program (SHSP) Application ["Application"] which is incorporated by reference into this grant contract agreement and on file with the State at 3925 Pheasant Ridge Dr. NE, Blaine, MN 55449-4528. The Grantee shall also comply with all requirements referenced in the 2025 State Homeland Security Program (SHSP) Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the

matching requirement will be met by the Grantee.

***Payment*:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No.: A-SHSP-2025-CROWWICO-004 / PO# 3000111801

Project No.(*indicate N/A if not applicable*): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Budget Summary (Report)

SHSP-2025-IJ#08: Equipment and Capital Projects	
Budget Category	**Awarded**
Equipment	
EOD Equipment	$234,750.00
Total	$234,750.00
Organization	
EOD Equipment Storage	$12,000.00
Total	$12,000.00
Total	$246,750.00
SHSP-2025-IJ#07: Training and Awareness	
Budget Category	**Awarded**
Training	
IABTI Bomb Tech Training	$16,250.00
Total	$16,250.00
Planning	
Security Awareness joint training Fire/TSA/Air Force EOD	$1,000.00
Total	$1,000.00
Total	$17,250.00
Total	$264,000.00
Allocation	$264,000.00
Balance	$0.00

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 28, 2026

Attorney	Stephanie Shook
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Water Surface Use Ordinance Amendment

PREVIOUS ACTION:
07/14/26 - Approved setting a Public Hearing for discussion of amendments to the Water Surface Use Ordinance

COMMENTS:

RECOMMENDED BOARD ACTION:
Approve an amendment to the Water Surface Use Ordinance by striking the language as noted in the attached copy.

Approximate length of presentation:

WATER SURFACE USE ORDINANCE

STATE OF MINNESOTA
COUNTY OF CROW WING
ORDINANCE NO. 83

AN ORDINANCE REGULATING THE SURFACE USE OF ALL WATERS OF CROW WING COUNTY

Be it ordained and enacted by the Crow Wing County Board of Commissioners, State of Minnesota, that these amendments following, by this act, hereby replace and nullify those like numbered clauses now existing and a part of Crow Wing County Ordinance No. 83.03. or are newly enacted sections, which upon their enactment, become a part of Crow Wing County Ordinance No 83.03.

Section 1: PURPOSE, INTENT AND APPLICATION: As authorized by Minnesota Statutes 86B.201, 86B.205, and 459.20, AND Minnesota Rules 6110.3000 -6110.3800 as now in effect and as hereafter amended, this Ordinance is enacted for the purpose and with the intent to control and regulate the use of the all waters of Crow Wing County, Minnesota, said bodies of water being located entirely within the boundaries of Crow Wing County, to promote its fullest use and enjoyment by the public in general and the citizens of Crow Wing County in particular; to insure safety for persons and property in connection with the use of said waters; to harmonize and integrate the varying uses of said waters; and to promote the general health, safety and welfare of the citizens of Crow Wing County, Minnesota.

Section 2: DEFINITIONS: Terms used in this ordinance related to boating are defined in M.S. § 86B.005

Section 3: SURFACE ZONING OF ALL WATERS OF CROW WING COUNTY BY RESTRICTING SLALOM COURSES:

A regulation length slalom course is normally over 800 feet long and has a significant impact on the public use of a large area of water. The following regulations are intended to minimize and mitigate such impact.

These regulations affect all slalom courses permitted in Crow Wing County and are in addition to any applicable state statute, rule, or regulation affecting the placement of slalom courses.

Regulations:

1. Adjacent property owners must be notified and given opportunity to comment. For the purpose of this section, adjacent property owners are defined as those whose property is directly on-shore from the course and 200 feet on either end of the marked course.

2. Surface floats must be submerged or removed when the course is not in use, as follows:
   - Non-sinkable courses, where allowed, may remain on the water's surface for 72 hours following the last use.
   - Sinkable courses, where required, must be submerged by one hour past sunset each day.

3. All newly permitted courses permitted after the effective date of this section must be submersible. In addition, all courses permitted on natural environment lakes must be submersible. Non-sinkable courses initially permitted prior to the effective date of this section on recreational or general development lakes may be renewed to the original permit holder based on the on-site inspection as outlined in paragraph 8 of this section.

4. Course buoys must meet American Water Ski Association specifications. No course can exceed 900 feet in length.

5. Slalom courses must be placed out of major boat traffic areas and cannot be placed in a manner that will constitute a navigational or environmental hazard.

   Examples of conditions that would constitute a navigational or environmental hazard include, but are not limited to, the following:

   a) Any area with emergent vegetation
   b) Within 150' of shore, swim area, dock, public landing, etc.
   c) Any area where boat traffic is forced into a narrow or defined channel due to water depth or hidden hazards
   d) Any other area where boat traffic would be congested, such as near a marina, bar, resort, campground etc.
   e) In an area where birds and wildlife nesting on the water would be threatened or adversely affected.

6. Slalom course permits are valid for one year. Renewal will take place after a satisfactory review of the previous year's compliance and complaints.

7. Markers and buoys must be removed or completely submerged by November 1st of each year.

8. An onsite inspection by the Crow Wing County Boating Safety Supervisor will be required prior to the initial issuance of any permit issued after the effective date of this section. The County Board of Commissioners will set the fee for the permit according to their fee schedule, payable to the Sheriff's Boat and Water Safety Division. Where environmental degradation of the lake or adverse impact on aquatic vegetation or wildlife is an issue, the Boating Safety Supervisor will involve the appropriate personnel from the MN Department of Natural Resources in the on-site inspection.

9. Annual renewals will not require an on-site inspection unless there are documented questions of compliance, citizen complaints regarding the course, a change in placement or ownership of the course, or any other significant change in the permit. The County Board of Commissioners will set the renewal fee according to their fee schedule, payable to the Sheriff's Boat and Water Safety Division.

10. Courses that are removed after each use <u>do not</u> need a permit. The above regulations apply <u>only</u> to those courses left in the water overnight.

Section 4: SURFACE ZONING OF WATERS BY RESTRICTING SPEED IN CERTAIN AREAS

Regulations:

No person shall operate a watercraft at greater than a slow no wake speed on the following:

A. On the Gull Chain of Lakes, including Gull (11-395), Love (18-388), Ray (11-220), Roy (18-398), and Nisswa (18-399), in the following channels:

1. Between Gull and Love
2. Between Roy and Nisswa
3. Between Gull and Round (18-373), under MN TH371 (rev. 1985)
4. Between Gull and Thor (rev. 1985)

B. On Pelican Lake (18-308), in the following areas:

1. In the channel between Pelican Lake and Jones Bay
2. In the marked areas in Nelson Bay on the North and South sides of the island in Section 16, Pelican Township
3. In the channel beginning at the NW corner of Moose Bay, extending in a westerly direction to the dead end, located in Section 21, City of Breezy Point (rev. 1988)
4. In the channel extending from Halvorson Bay into Cree Bay (rev. 1988)
5. In the area directly in front of Breezy Point Resort, extending 150 feet from shore (rev. 1988)

C. On Bay Lake (18-34), in the following areas:

1. The channel between the east side of the island and the mainland, in Section 11, Bay Lake Township
2. The channel in the NE 1/4 of Section 15, Bay Lake Township

D. On the Cullen Lake Chain, including Upper Cullen (18-376), Middle Cullen (18-377), and Lower Cullen (18-403), in the following channels:

1. Between Upper and Middle Cullen lakes
2. Between Middle and Lower Cullen lakes

E. On the Whitefish Chain of Lakes, including Whitefish (19-310), Big Trout (18-315), Arrowhead (18-366), Lower Hay (18-378), Bertha (18-355), Clamshell (18-356), Pig (18-354), Island (18-269), Loon (18-268), Hen (18-270), Rush (18-311), Cross (18-312), Daggett (18-271), and Little Pine (18-266) lakes in the following areas:

1. On Crosslake in the following areas:

a. Within the area marked above the federal dam
b. The north end of Moonlite Bay, located in the SE1/4 of the NE1/4 and the NE1/4 of the SE1/4 of Section 8, in the City of Crosslake, beginning 50' south of the point of land defining the southeast boundary of the bay

c. The bay located in the SW1/4 of the NE1/4 of Section 30 in the City of Crosslake, beginning 50' NE of the inlet to the bay formed by Arrowhead Point on the east and Park Point on the west

d. The east side of Sunrise Island, beginning in the SE1/4 of the SW1/4 of Section 30, and running south to the NE1/4 of the NW1/4 of Section 31, in the City of Crosslake.

2. In the following channels:

a. Between Little Pine and Daggett, including the Birch Narrows channel in the NW 1/4 of the SE 1/4 of Section 10, City of Crosslake (rev. 1991)
b. In the channel between Cross and Daggett, beginning approximately 100 yards west of the County Road 66 bridge, and extending east-northeast to the end of the channel located at the SW end of Daggett, in the NE 1/4 of Section 16, City of Crosslake (rev. 1985, 1991)
c. Between Cross and Rush, in the channel underneath County Road 16, and extending westerly approximately 100 yards from the County Road 16 bridge into Rush lakes (rev. 1985)
d. Between Rush and Whitefish lakes, from Anchor Point and Melinda Shores, northwesterly to a point 100 yards past the opening of the channel into Lower Whitefish, all in Section 7, Township 137, Range 27 (rev. 1993)
e. Between Loon and Island lakes
f. Between Island and Whitefish lakes
g. Between Big Trout and Whitefish lakes
h. Between Arrowhead and Whitefish lakes
i. Beginning one hundred (100) feet south of the bridge between Sunrise Island and the mainland, and extending north/northeast, to a point one hundred (100) feet past the NE corner of the Island, all in the SW 1/4 of Section 30, City of Crosslake (rev. 1985, 1992)
j. Between Lower Hay and Whitefish lakes (rev. 1985, 1991, 1992)
k. Between Cross Lake and Anderson (Bass) Bay (rev. 1992)
l. Between Whitefish and Bertha Lakes, Section 20, Twp. 137, Range 28. (rev. 1994)
m. Between Bertha and Clamshell lakes, NE1/4, NE1/4, Section 20, Ideal Township

3. On Rush Lake, in the area known as Peaceful Harbor, in Sections 13 and 18, City of Crosslake (rev. 1988)

4. On Clamshell Lake, in the following areas:

a. Between the east side of the island and the mainland (rev. 1988)
b. In the channel between the south side of the island and the mainland located in the NW1/4 of the SW1/4 of Section 21, in Ideal Township

F. On Sandbar Lake (18-251), also known as Horseshoe Lake, in the following area:

1. The channel, located near the section line between Sections 17 and 20, Mission Township, connecting the two parts of Sandbar Lake (rev. 1985)

G. On the Mission Chain, including Upper Mission (18-242) and Lower Mission (18-243), in the following channel:

1. Between Upper and Lower Mission lakes (rev. 1985)

H. On Ossawinnamakee Lake (18-352), in the following area:

1. In the channel between the main lake and "Muskie Bay", in the NE 1/4 of Section 2, Pelican Township, City of Breezy Point (rev. 1985)
2. In the channel located in the NW corner of Section 4, City of Breezy Point (rev. 1988)

I. On the Crooked Lake (18-41), Hanks Bay (18-44), and Portage Lake (18-50), in the following channels:

1. Between Portage Lake and Hanks Bay (rev. 1985)
2. Between Hanks Bay and that part of Crooked Lake known as Sugar Bay (rev. 1985)

J. On Rabbit Lake (18-93P), in the following areas:

1. In the channel going east and west, beginning at the public access, and extending past the County Road 31 bridge, all in Section 30, Rabbit Lake Township (rev. 1988)

K. On South Long Lake (18-136), in the following areas:

1. In the channel located in the E 1/2 of Section 27, Long Lake Township, east of Wiedel's Point, between the main lake and the south bay of South Long Lake (rev. 1992)

L. On Partridge (18-48) and Turtle (18-47) Lakes, in the following area:

1. In the channel between Partridge Lake and Turtle Lake, located on the NE side of the Greenwood Isle plat, in Sections 25 and 26 in Bay Lake Township.

M. On Edna (18-396) and Fawn (18-397) lakes, in the following area:

1. In the channel between Edna Lake and Fawn Lake, located in Section 3 in the City of Nisswa

N. On Little Pine River in the following area:

1. In the channel between Lake Emily and Lake Mary, located in Section 26 in the City of Emily.

Section 5: SURFACE ZONING OF WATERS BY RESTRICTING THE TYPE OF MOTOR USED IN CERTAIN AREAS.

A. Electric Motors Only

1. On Little Pine Lake:

a. In the bay located in the NE ¼ of the NW ¼ of Section 10 and part of the NW ¼ of the NE ¼ of Section 10 in the City of Crosslake, Minnesota.

~~Section 6: SURFACE ZONING OF ALL WATERS OF CROW WING COUNTY BY RESTRICTING THE PLACEMENT OF DOCKS.~~

~~These regulations affect all docks, piers, wharfs, or boatlifts placed in public water in Crow Wing County and are in addition to any applicable state statute, rule, or regulation affecting the placement of such structures in public water.~~

~~Regulations:~~

~~1. Only a riparian (waterfront) property owner, easement holder or lessee may place a dock, pier, wharf or boatlift in public water.~~
~~2. Docks, piers, wharfs, boatlifts and moored boats must be confined to the owner's or lessee's riparian zone. The method for describing these zones where the dividing lines are not obvious is described in Exhibit A, attached to and made a part of this ordinance by reference.~~
~~3. A dock, pier, wharf, boatlift, moored boat or other structure placed in the water may not obstruct navigation. A dock or pier may not encircle or isolate a part of a waterway.~~
~~4. A dock, pier or wharf must be setback a sufficient distance from the property line to ensure that any attached or adjacent boat lift, moored boat, attached deck, T, or L, does not encroach on the riparian zone of an adjacent land owner or lessee.~~
~~5. Nothing in this section shall be construed to prevent or restrict the placement of docks by the Minnesota Department of Natural Resources at public landings.~~

Section ~~6~~7: ENFORCEMENT: The Primary responsibility for enforcement of this ordinance shall rest with the Crow Wing County Sheriffs Office. This, however, shall not preclude enforcement by other licensed peace officers.

Section ~~7~~8: EXEMPTIONS: All authorized Emergency and Enforcement Personnel while action in the performance of their duties shall be exempt from the foregoing restrictions.

Section ~~8~~9: NOTIFICATION: It shall be the responsibility of Crow Wing County to provide for adequate notification of the public, which shall include placement of a sign at each public watercraft access outlining essential elements of the ordinance, as well as the placement of necessary buoys and signs.

Section ~~9~~10: PENALTIES: Any person who shall violate any of the provisions of this Ordinance shall be guilty of a Misdemeanor.

Section 10~~1~~: EFFECTIVE DATE: This Ordinance shall be in effect from and after the date of its

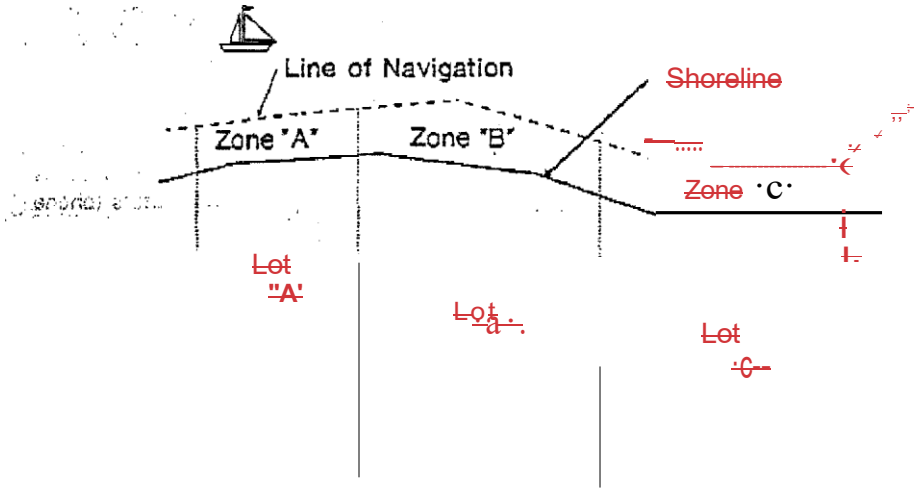
passage and publication.

Adopted by the Crow Wing County Board of Commissioners on May 23, 2000.
Amended by the Crow Wing County Board of Commissioners on July 31, 2001.
Amended by the Crow Wing County Board of Commissioners on June 11, 2002.
Amended by the Crow Wing County Board of Commissioners on May 27, 2003.
Amended by the Crow Wing County Board of Commissioners on August 24, 2004.
Amended by the Crow Wing County Board of Commissioners on June 27, 2006.
Amended by the Crow Wing County Board of Commissioners on October 14, 2008.
Amended by the Crow Wing County Board of Commissioners on September 13, 2016.
Amended by the Crow Wing County Board of Commissioners on April 24, 2018.
Amended by the Crow Wing County Board of Commissioners on July 28, 2026.

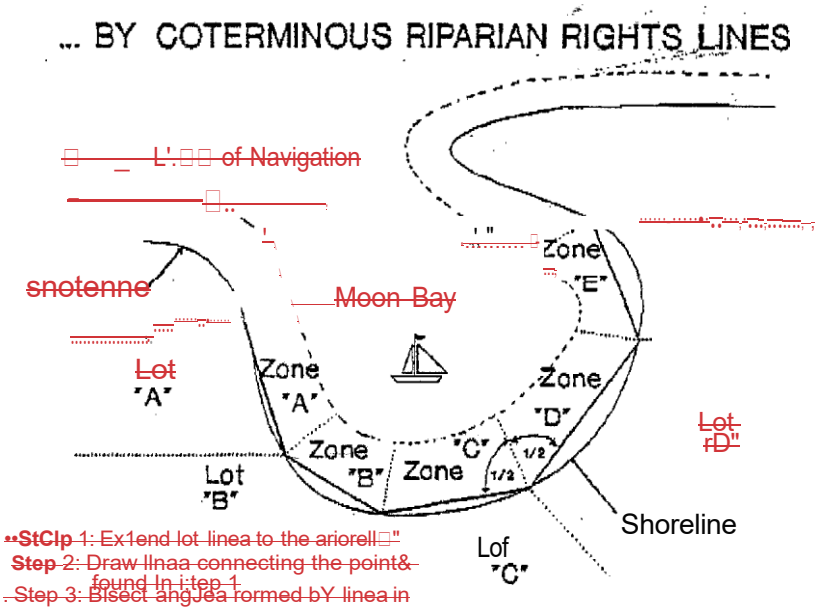
A

Figure 1

RIPARIAN ZONES
BY EXTENSION OF LOT LINES



BY COTERMINOUS RIPARIAN RIGHTS LINES



StClp 1: Ex1end lot linea to the ariorell"
Step 2: Draw llnaa connecting the point& found In i;tep 1
. Step 3: Bisect angJea formed bY linea in $WP :Z and extend to the Jlneot nav!oe.tlon

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

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

RESOLUTION AMENDING WATER SURFACE ORDINANCE

WHEREAS, a public hearing regarding was held regarding amending the Water Surface Ordinance on July 28, 2026; and,

WHEREAS, repealing Section 6 and Exhibit A is in the best interest of Crow Wing County residents.

NOW, THEREFORE, BE IT RESOLVED that the Crow Wing County Board of Commissioners declare the following:

1. Section 6 and Exhibit A of the Water Surface Ordinance be repealed; and
2. This is effective upon signing.

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 28, 2026

Land Services	Gary Griffin
ORIGINATING DEPARTMENT	PRESENTER

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

PREVIOUS ACTION:

- July 14, 2026 – The County Board approved the preliminary plat of “Adney Lake Conservancy”
- July 18, 2026– The Planning Commission/Board of Adjustment made a motion to recommend approval of the preliminary plat of “Adney Lake Conservancy First Addition” to the County Board of Commissioners. The Planning Commission/Board of Adjustment also approved a conditional use permit for a conservation development and variance to allow a 20-foot-wide access corridor where 50 feet is required and a driveway within the shore impact zone where no driveways are allowed.

COMMENTS:

11 comments received from the public

No comments from any agencies

Legal Description: Lot 2 Block 1 Adney Lake Conservancy

Section 32 Township 137 Range 26

Fairfield Township

PID 60320512

RECOMMENDED BOARD ACTION:

Approve the preliminary plat of “Adney Lake Conservancy First Addition” with 4 lots and 1 Outlot.

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

Development Review Team Meeting: 3/09/2026
Application Submitted: 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: 7/28/2026

Land Use District: Shoreland

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

Request:

1. Variance:
    1. 20 foot wide access corridor where 50 foot is required (Article 33.9 (B)(5)(b))
    2. Driveway within shore impact zone, where no driveways are allowed. (Article 11.21 (B)(3)
2. Conditional Use Permit:
    - Conservation Development
3. Preliminary Plat:
    - “Adney Lake Conservancy First Addition” with 4 lots and 1 Outlot.

Potential Conditions:
Variance
- None

Conditional Use Permit

1. This conditional use permit is for the conservation design development of "Adney Lake Conservancy First Addition" consisting of 5 total lots (4 residential lots and 1 common lot)
2. Applicant gives the Land Services Department permission to enter said property to perform inspections of the property to verify compliance with this conditional use permit.
3. Land use permits must be obtained from the Land Services Department prior to the construction of future structures.
4. This conditional use permit is null and void if the Planning Commission/Board of Adjustment denies the variance request for 20-foot-wide access corridor where 50 foot is required (Article 33.9 (B)(5)(b)) and a driveway within shore impact zone, where no driveways are allowed (Article 11.21 (B)(3)
5. A plat must be approved by the County Board of Commissioners if the individual lots are to be sold individually.
6. The development is approved for 4 permanent mooring spaces and is to be consolidated to a common dock as shown on the certificate of survey dated 5/13/2026.
7. Uncontrolled beaching of watercraft is prohibited as part of open space preservation as a condition of the plat, in harmony with Article 33.7 B of the Land Use Ordinance.
8. The long-term management plan must be effectively implemented
9. An owner's association shall be legally established through covenants and declarations and shall be recorded at the time the plat is recorded. The recorded document shall state that each of the 4 residential lots has a 1/4 ownership in the common lot. The recorded document shall also state how the association will manage common infrastructure such as septic systems, road maintenance, dock maintenance and other commonly owned infrastructure. The County is not responsible for enforcing the recorded covenants and declarations.

Preliminary Plat

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.
- 06/18/2026 – Public hearing – preliminary plat - Adney Lake Conservancy

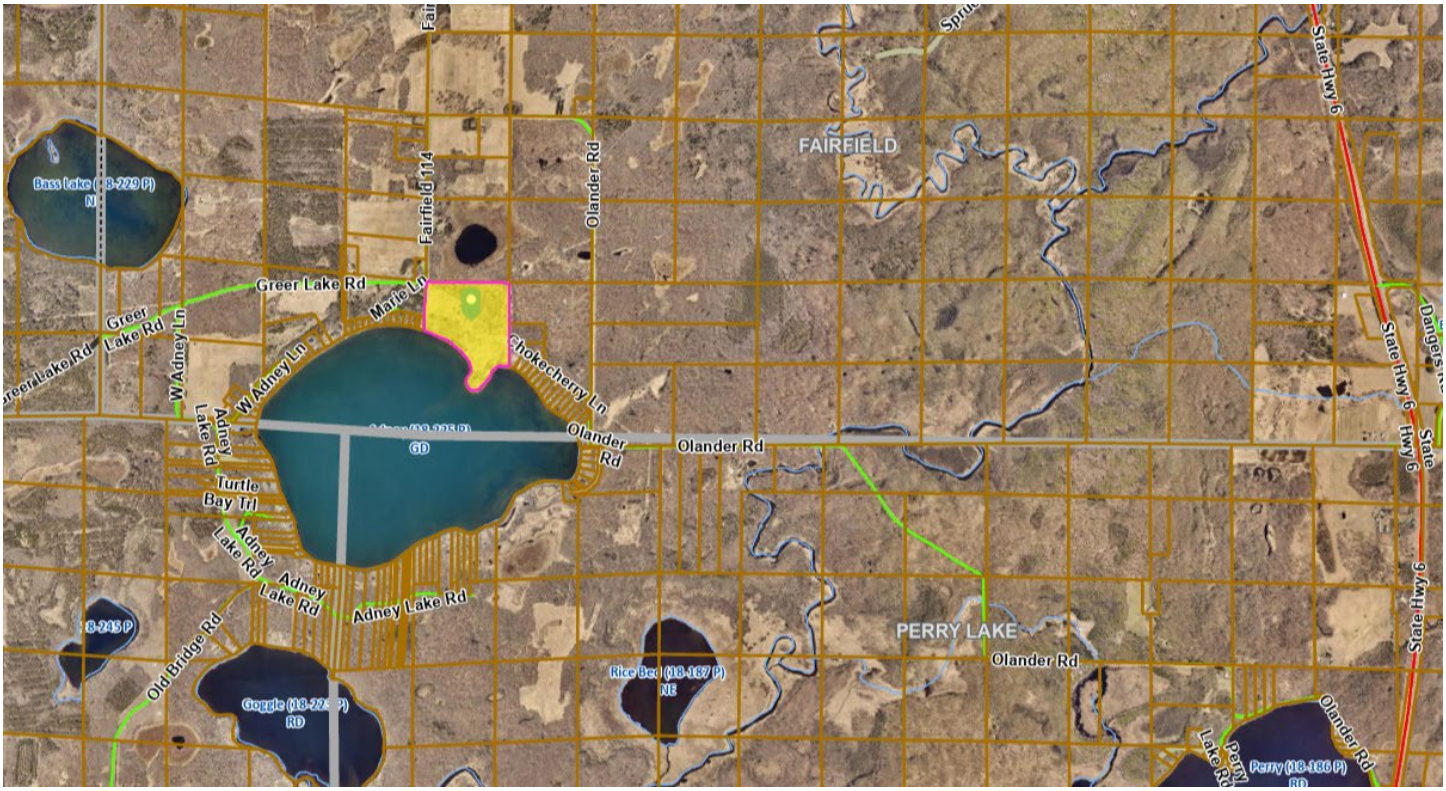
Agencies Notified and Responses Received:
CWC Highway Department: No comment received as of 7/09/2026
MN DNR: No comment received as of 7/09/2026
SWCD: No comment received as of 7/09/2026
Fairfield Township: No comment received as of 7/09/2026

6/17/2026 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

Rescheduled to July 16, 2026, Public Hearing

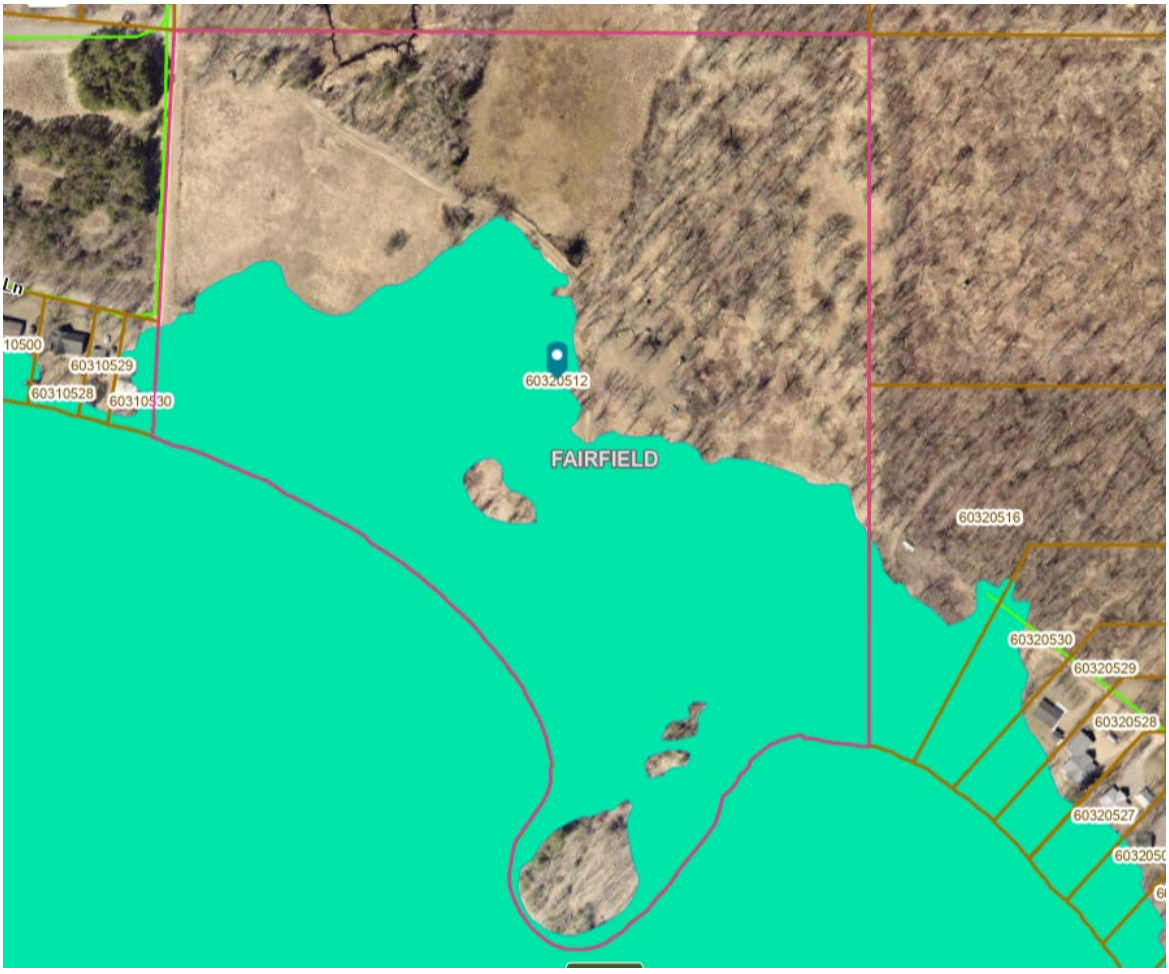
7/16/2026 Public Hearing notifications:
Published in the Brainerd Dispatch on 7/01/2026
Mailing notification sent on 7/02/2026 to owners in a ½ mile radius of parcel.

Per findings of fact discussed 7/16/2026, 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 5/13/2026; Located in Fairfield Township, Crow Wing County, Minnesota


FAIRFIELD
Bass Lake (18-229 P)
NE
Greer Lake Rd
Marie Ln
Fairfield 114
Olander Rd
Chokecherry Ln
W Adney Ln
Adney Lake Rd
Turtle Bay Trl
Olander Rd
State Hwy 6
PERRY LAKE
Old Bridge Rd
Goggle (18-223 P)
RD
Rice Bed (18-187 P)
NE
Perry (18-186 P)
RD


Marie Ln
60310527
60310500
60310529
60310528
60310530
60320512
FAIRFIELD
60320516
60320530
60320529
60320528
60320527
60320507
(18-225 P)
GD


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

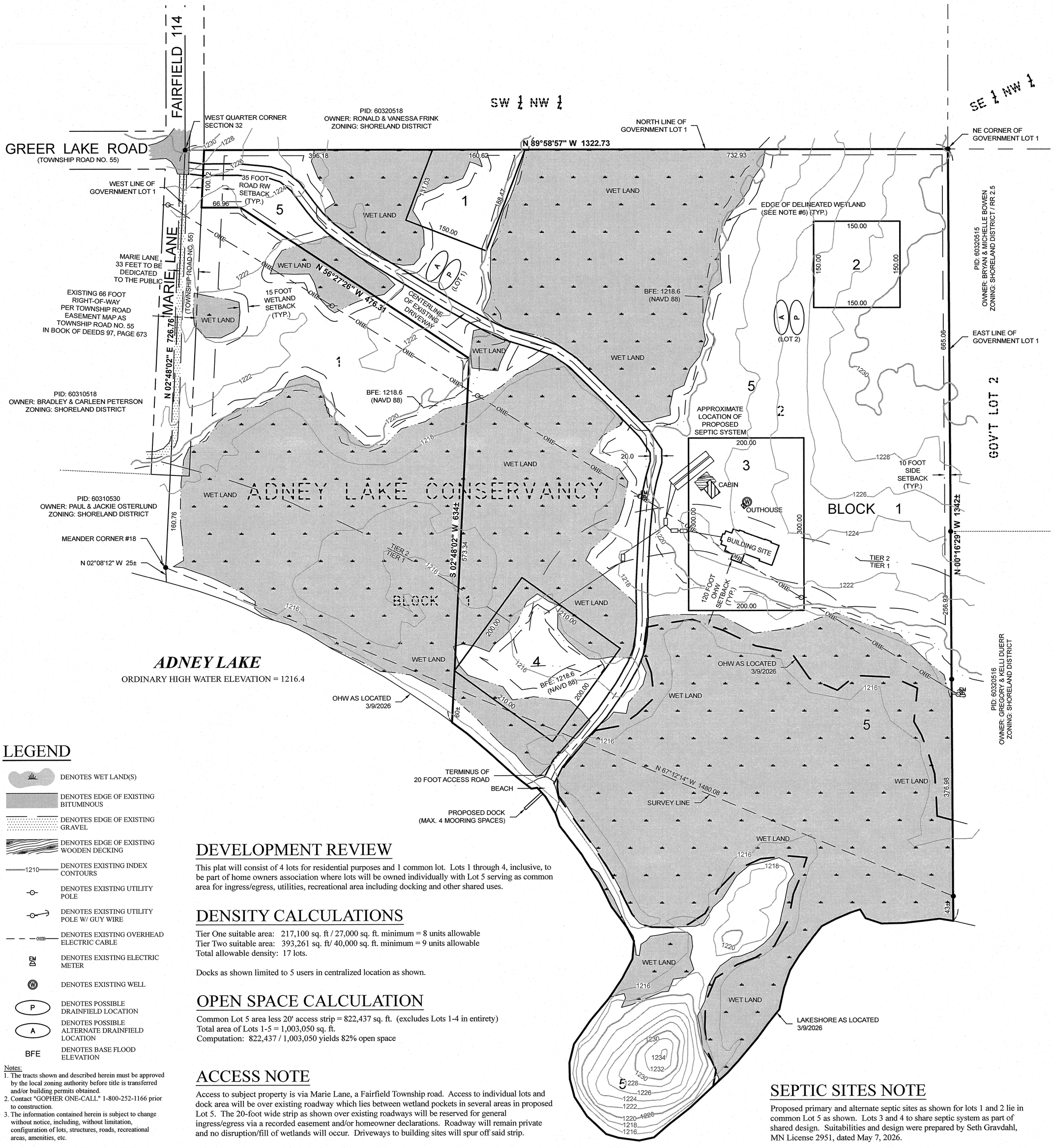

60310529
60310528
60310530
60320512
FAIRFIELD
60320516
60320530
60320529
60320528
60320527

ADNEY LAKE CONSERVANCY FIRST ADDITION

A PRELIMINARY PLAT
LOT 2, BLOCK 1, ADNEY LAKE CONSERVANCY,
SECTION 32, TOWNSHIP 137 NORTH, RANGE 26 WEST,
FAIRFIELD TOWNSHIP, CROW WING COUNTY, MINNESOTA
TOTAL AREA ABOVE OHW = 1,003,050 SQ. FT. ± / 23.0 ACRES ±

LEGAL DESCRIPTION

Lot 2, Block 1, ADNEY LAKE CONSERVANCY, Crow Wing County, Minnesota



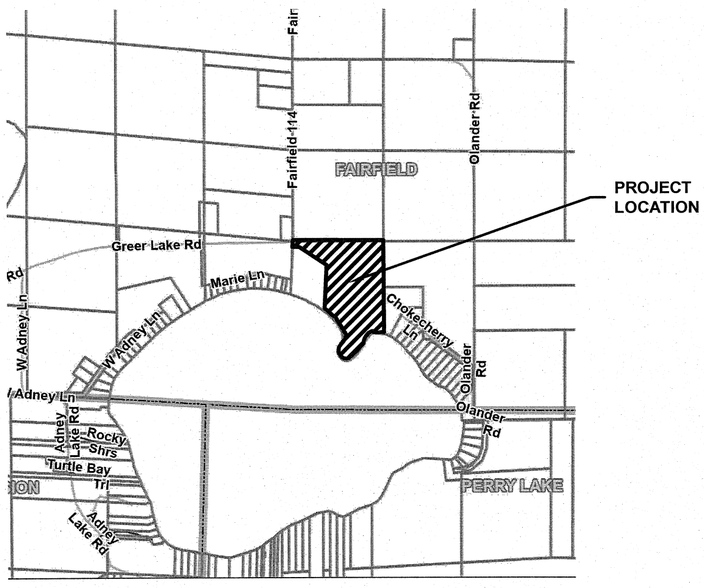
LEGEND

- 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

DEVELOPMENT REVIEW

This plat will consist of 4 lots for residential purposes and 1 common lot. Lots 1 through 4, inclusive, to be part of home owners association where lots will be owned individually with Lot 5 serving as common area for ingress/egress, utilities, recreational area including docking and other shared uses.

DENSITY CALCULATIONS

Tier One suitable area: 217,100 sq. ft / 27,000 sq. ft. minimum = 8 units allowable
Tier Two suitable area: 393,261 sq. ft/ 40,000 sq. ft. minimum = 9 units allowable
Total allowable density: 17 lots.

Docks as shown limited to 5 users in centralized location as shown.

OPEN SPACE CALCULATION

Common Lot 5 area less 20' access strip = 822,437 sq. ft. (excludes Lots 1-4 in entirety)
Total area of Lots 1-5 = 1,003,050 sq. ft.
Computation: 822,437 / 1,003,050 yields 82% open space

ACCESS NOTE

Access to subject property is via Marie Lane, a Fairfield Township road. Access to individual lots and dock area will be over existing roadway which lies between wetland pockets in several areas in proposed Lot 5. The 20-foot wide strip as shown over existing roadways will be reserved for general ingress/egress via a recorded easement and/or homeowner declarations. Roadway will remain private and no disruption/fill of wetlands will occur. Driveways to building sites will spur off said strip.

SEPTIC SITES NOTE

Proposed primary and alternate septic sites as shown for lots 1 and 2 lie in common Lot 5 as shown. Lots 3 and 4 to share septic system as part of shared design. Suitabilities and design were prepared by Seth Gravdahl, MN License 2951, dated May 7, 2026.

PLAT NOTES:

1. Contour interval as shown = 10 foot. Based on NGVD 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 = 2.2%
   Existing impervious coverage for Proposed Lot 3 = 7.1%
   Existing impervious coverage for Proposed Lot 5 = 2.1%

PROPOSED LOT AREA CALCULATIONS

LOT	BLOCK	AREA SQ. FT.
Lot 1	Block 1	23,962 sq. ft.
Lot 2	Block 1	22,500 sq. ft.
Lot 3	Block 1	60,000 sq. ft.
Lot 4	Block 1	42,000 sq. ft.
Lot 5	Block 1	854,588 sq. ft.

N

100 0 100 200

SCALE IN FEET
ON 22" X 34" SHEET

SHEET 1 OF 1

PRELIMINARY PLAT
Adney Lake Conservancy First Addition

Tony Becker
21765 County Road 50
Corcoran, MN 55340

PROJECT MANAGER:	PROJECT No.:	DATE:
PAT	25303-3	5/13/2026
CHECKED BY: PAT	FILE NAME: PL25303-3.DWG	SCALE: HORZ. 1" = 100'
DRAWN BY: ICL	FIELD BOOK: BOOK PG.	VERT. NONE

REVISIONS		
DATE	DESCRIPTION	BY
5/20/2026	REVISED PER COUNTY COMMENTS	ICL
7/22/2026	REVISED PER COUNTY COMMENTS	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 PLS#41002
DATE 7-22-2026 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





















ADNEY LAKE CONSERVANCY

Tony & Katelyn Becker · 18835 Marie Lane, Crosby, MN 56441

June 2026

Dear Neighbors and Public,

My name is Tony Becker, and I am writing to reintroduce myself, my wife Katelyn, and our family as returning neighbors on Adney Lake. We once owned a cabin here, and many of our fondest memories were made on its quiet waters and peaceful shores. After selling that cabin, the lake never really left us. When the opportunity arose to purchase the 40 acre property with the point on this lake we didn't take the decision lightly. — This is a property we will keep in our family for generations to come.

Our vision is not simply to build a home and small guest cottage on it, but to also protect it from further development and replant native grasses and forest that once were here as well. We are restoring it carefully and in harmony with the nature and wildlife that call this area home, and we are honored to do so alongside the other stewards already on this lake.

Our Build — A Light Footprint

We have 3 objectives in the first two years. We will build an energy efficient home and guest cabin focused on connecting people with nature. This build will take up **0.3% of the total 38 parcel area**. Secondly, we will remove an existing cabin and clean up other debris that is currently on the site. And lastly, we are restoring old farmland back to native growth. When we're done, **98% of the property will be returned to nature and its native landscape.**

From Farmland to Forest & Prairie

We have deep respect for farming and the agricultural heritage of Minnesota. I grew up in southern Minnesota surrounded by and working on family farms, and we have tremendous appreciation for the hard work and dedication that farmers pour into our communities. What we share here is simply the reality of how this particular lakeside parcel has been used for farming in the past and the adverse lake effects associated with farming. We not only have the opportunity to preserve this land from dense development, we also have the opportunity to restore farmland back to natural prairie and replant the forest that was once on this land.

This property has been used in active agricultural practices for many years — Along with that likely came tillage, fertilizing, and runoff that adversely affect the lake, its fish, and the other wildlife that depend on it. We are changing that.

We are currently converting the former farmland into natural grassland and replanting the forest cover that was once more prevalent on this land, guided by historical satellite imagery. We are actively working with the **MN Forestry Division** and **Prairie Restorations, Inc.** to achieve our conservation goals. In total, **8.5 acres — or 21%**

of the total land area — are being actively restored. It is our goal to measurably reduce the environmental impact on this lake and the surrounding wildlife habitat from what has historically taken place on this site.

A Legacy for Future Generations

We will keep this property in our family for generations to come — to make it a place cherished and passed down rather than developed and diminished. We have three little girls (ages 4, 3, and 7 months), and we hope to raise them here on the lake and use this place to teach them about the importance of living with nature and creating habitat for wildlife. Part of that means continuing to respect this property and its relationship with the lake just as the families before us have.

We are genuinely thrilled to be returning to this lake and to this community. We look forward to being good neighbors, good stewards, and someday soon — full-time residents. Please don't hesitate to call or stop by anytime!

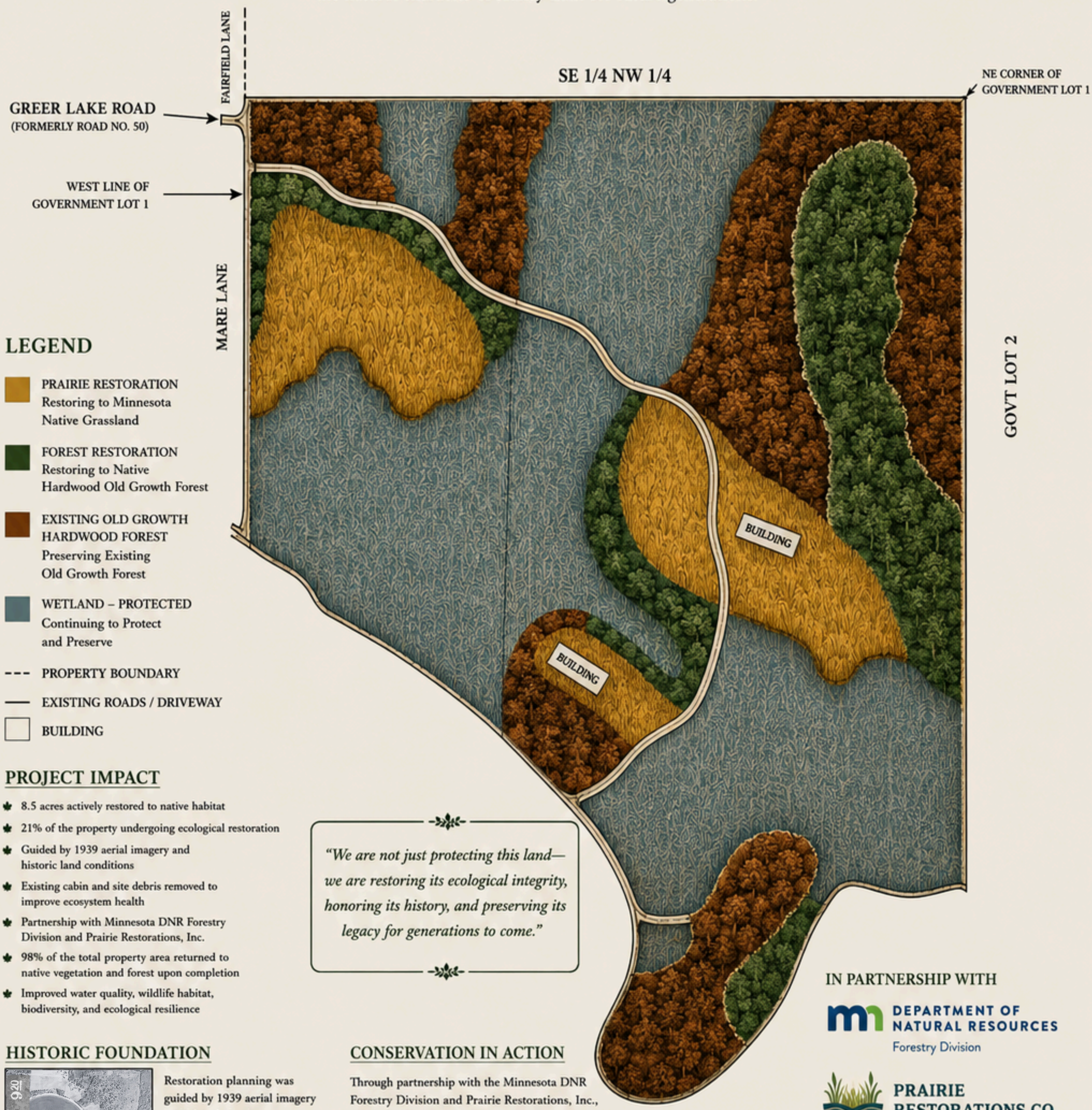
With gratitude,

Tony & Katelyn Becker
Adney Lake Conservancy
18835 Marie Lane, Crosby, MN 56441
507-461-3157

ADNEY LAKE CONSERVANCY
RESTORATION PLAN

Restoring Native Landscapes. Protecting What Matters.

Adney Lake Conservancy is restoring former farmland to native prairie, hardwood forest, and protected wetlands. Guided by historic 1939 aerial imagery and developed in partnership with conservation experts, this project enhances water quality, strengthens wildlife habitat, and preserves the natural character of Adney Lake for future generations.



LEGEND

- PRAIRIE RESTORATION — Restoring to Minnesota Native Grassland
- FOREST RESTORATION — Restoring to Native Hardwood Old Growth Forest
- EXISTING OLD GROWTH HARDWOOD FOREST — Preserving Existing Old Growth Forest
- WETLAND – PROTECTED — Continuing to Protect and Preserve
- PROPERTY BOUNDARY
- EXISTING ROADS / DRIVEWAY
- BUILDING

PROJECT IMPACT

- 8.5 acres actively restored to native habitat
- 21% of the property undergoing ecological restoration
- Guided by 1939 aerial imagery and historic land conditions
- Existing cabin and site debris removed to improve ecosystem health
- Partnership with Minnesota DNR Forestry Division and Prairie Restorations, Inc.
- 98% of the total property area returned to native vegetation and forest upon completion
- Improved water quality, wildlife habitat, biodiversity, and ecological resilience

> *"We are not just protecting this land—we are restoring its ecological integrity, honoring its history, and preserving its legacy for generations to come."*

HISTORIC FOUNDATION



Restoration planning was guided by 1939 aerial imagery and historic landscape conditions to help return the property to a more natural ecological state.

CONSERVATION IN ACTION

Through partnership with the Minnesota DNR Forestry Division and Prairie Restorations, Inc., Adney Lake Conservancy is restoring native ecosystems while protecting the long-term health of the land, water, and wildlife that depend on it.

IN PARTNERSHIP WITH

DEPARTMENT OF NATURAL RESOURCES
Forestry Division

PRAIRIE RESTORATIONS CO.
Native Grassland Restoration

ROOTED IN HISTORY. GROWING FOR TOMORROW.

LONG-TERM MANAGEMENT PLAN

Adney Lake Conservancy First Addition

Section 32, Township 137 North, Range 26 West | Fairfield Township, Crow Wing County, Minnesota

Prepared pursuant to Crow Wing County Land Use Ordinance Article 33.11

Property Name	Adney Lake Conservancy First Addition
Development Type	Conservation Development — 4 Residential Lots + 1 Common Area
Lake	Adney Lake | DNR Lake ID: 18022500
Lake Classification	Recreational Development (RD)
OHWM Elevation	1,216.4 ft NAVD 88
Total Area (above OHW)	1,003,050 sq. ft. (23.0 acres ±)
Common Area (CA-5)	854,588 sq. ft. — approx. 85% of total area
Legal Description	Lot 2, Block 1, Adney Lake Conservancy, Crow Wing County, Minnesota
County Parcel ID	040320612
Responsible Party	Tony Becker, Owner of Lot 3
Date Prepared	June 2026

Section 1 — Purpose, Background & Intent

1.1 Purpose of this Plan

This Long-Term Management Plan ("LTMP") is submitted to and for approval by the Crow Wing County Planning Commission/Board of Adjustment pursuant to Article 33.11 of the Crow Wing County Land Use Ordinance. It establishes the policies, responsibilities, standards, and procedures for the ongoing management, maintenance, and stewardship of the common open space and shared facilities within the Adney Lake Conservancy First Addition conservation development.

1.2 Project Overview

The Adney Lake Conservancy First Addition is a family conservation development located on Adney Lake in Fairfield Township, Crow Wing County, Minnesota. The property consists of 23 acres ± (above OHW) and has been subdivided into four (4) residential dwelling unit lots and one (1) common area parcel (CA-5), which constitutes approximately 85% of the total project area.

The development was conceived and designed as a multi-generational family estate. Tony and Kate Becker currently own all lots. The long-term intent is to convey individual residential lots to each of their three daughters as they reach adulthood, with the Beckers retaining Lot 3 as their

primary residence and serving as the designated administrator of this LTMP. This is a private family arrangement — not a commercial subdivision — and no Homeowners' Association (HOA) is required or established, consistent with Crow Wing County Land Use Ordinance Article 33.7.D, which governs residential developments of nine or fewer lots.

1.3 Development Organization

Consistent with Article 33.7.D of the Land Use Ordinance, this is a residential development of fewer than ten (10) lots and common open space is retained by the property owner rather than an owners' association. The common open space and all common elements shall be owned, administered, and maintained by the Responsible Party identified below.

Responsible Party	Tony Becker, Owner of Lot 3
Mailing Address	18835 Marie LN, Crosby MN 56441
Role	LTMP Administrator; Owner of Common Area (CA-5)
Authority	All decisions regarding common open space, shared facilities, roads, shoreline, wetlands, and open space management vest in the Responsible Party
Succession	In the event of death, incapacity, or transfer of Lot 3, LTMP administrative responsibilities shall transfer to the successor owner of Lot 3, subject to County approval

1.4 Lot Summary

Lot 1 — Block 1	23,962 sq. ft. — Residential dwelling unit lot
Lot 2 — Block 1	23,500 sq. ft. — Residential dwelling unit lot
Lot 3 — Block 1	60,000 sq. ft. — Residential dwelling unit lot (Responsible Party)
Lot 4 — Block 1	42,000 sq. ft. — Residential dwelling unit lot
CA-5 — Block 1 (Common Area)	854,588 sq. ft. — Common open space, shared access, shoreland, and wetlands

Section 2 — Common Open Space Preservation

2.1 Open Space Boundaries & Legal Description

All common open space boundaries are shown on the Preliminary Plat for "Adney Lake Conservancy First Addition," prepared by Stonemark Land Surveying, Inc., Pat Trottier, RLS No. 41002, and dated May 13, 2026 (Project No. PL25303). The common area is designated as CA-5, Adney Lake Conservancy First Addition, and constitutes 854,588 sq. ft. — approximately 85% of the total above-OHW project area. This exceeds the minimum 50% open space requirement of Article 33.9.B.1.

ℹ *Open space calculation: 854,588 sq. ft. (Common Area, CA-5) ÷ 1,003,050 sq. ft. (Total above OHW) = 85.2%. Requirement: 50% minimum. CA-5 includes the shore impact zone, all wetland areas, and upland buffer areas.*

2.2 Shore Impact Zone & Buffer Areas

The shore impact zone for Adney Lake is included entirely within CA-5 (Common Area). No impervious surfaces shall be placed within the shore impact zone except for permitted stairways, lifts, landings, and portions of the approved dock and launching ramp. All vegetation management in SIZ-1 and SIZ-2 shall comply with Crow Wing County Land Use Ordinance Article 11.20 and the shoreland buffer requirements below.

2.3 Permanent Legal Protection

The common open space (CA-5) shall be permanently maintained as open space through the following legal instruments, recorded with Crow Wing County:

- Deed restrictions running with the land prohibiting residential, commercial, or industrial development of CA-5
- Protective covenants binding all lot owners and their successors, heirs, and assigns
- Plat dedication language designating CA-5 as a permanent common area on the face of the Final Plat

These instruments shall prohibit in perpetuity:

- Vegetation or topographic alterations beyond those expressly authorized in this LTMP or permitted by the County
- Construction of additional buildings or permanent structures in the common area
- Storage of vehicles, equipment, or materials in the common area except at designated locations
- Uncontrolled beaching or mooring of watercraft outside the designated recreation area

2.4 Zoning & Future Use

Zoning of the property is and shall remain Shoreland District — Recreational Development.

2.5 Wetland Preservation

The property contains significant wetland areas as delineated by Ben Meister, Certified Wetland Delineator, Meister Environmental, LLC, on November 23, 2025 (MN Certified Wetland Delineator No. 2591). Wetland boundaries are shown on the Final Plat for Adney Lake Conservancy First Addition. All delineated wetlands are located within CA-5 and shall be permanently preserved and maintained in their natural condition with no direct impact, filling, draining, or alteration except as permitted under the Minnesota Wetland Conservation Act (WCA).

- No wetland filling, draining, excavation, or alteration shall occur without a WCA permit from Crow Wing County as the Local Government Unit (LGU)
- A minimum 15-foot setback from all delineated wetland boundaries shall be maintained for any structures, grading, or disturbance
- Invasive species encroaching into wetland buffers shall be managed under the vegetation management plan in Section 4 of this LTMP

ℹ *Wetland acreage: All wetlands fall within CA-5 (Common Area). Wetland delineation field work was conducted by Ben Meister, Meister Environmental, LLC, and is documented in the signed delineation report on file with Crow Wing County.*

Section 3 — Lake Use, Access & Shoreland Recreation Area Plan

This section constitutes the "lake use and access area plan" required by Crow Wing County Land Use Ordinance Article 33.11.B.

3.1 Shore Recreation Area Location & Configuration

A single centralized shore recreation area is designated within CA-5 (Common Area) as shown on the Final Plat for Adney Lake Conservancy First Addition. The recreation area is accessible via the existing historic roadbed that was approved in the 1970s and traverses the common area and is centrally located to serve all four residential lots. See Shoreland Exhibit attached herein.

Recreation Area Width	93 feet (10% of the riparian lot width per Article 33.11.B.3.a)
Recreation Area Depth	Extends from OHWM to the structure setback line (100 ft. from OHWM for unsewered lots), subject to stormwater plan
OHWM Elevation	1,216.4 ft NAVD 88 (as confirmed by Stonemark Land Surveying, 5/8/2020)
Access Route	Existing historic roadbed within common area — centrally located, upland access, avoids wetland impacts
Users	All owners and occupants of Lots 1 through 4

3.2 Swimming & Activity Areas

The shore recreation area includes a designated swimming zone adjacent to the dock and boat ramp area. All recreational uses shall be managed to minimize conflicts between swimmers and motorized watercraft. No powered watercraft shall be operated at greater than no-wake speed within the swimming zone.

- Swimming zone shall be kept clear of moored or beached watercraft at all times

3.3 Dock & Mooring Facilities

Dock and watercraft mooring facilities shall be provided in a single centralized location within the designated shore recreation area as shown on the Final Plat. No individual private docks are permitted for individual lots. All dock use is shared by all lot owners.

Dock Location	As shown on Preliminary Plat — within designated shore recreation area, CA-5
Number of Docks	One centralized dock location

Allowable Mooring Spaces	Not to exceed the number of allowable first-tier dwelling units in the conservation development
Individual Docks	Prohibited — all docking is centralized and shared
Off-Season Storage	All watercraft not in continuous mooring shall be stored outside the structure setback area
Dock Maintenance	Responsible Party (Tony Becker) shall inspect docks annually and arrange for repair or replacement as needed

3.4 Launching Ramp

No boat launching ramps will be on the property. All lot owners will use the public boat launch on Adney Lake for any motorized watercraft.

3.5 Watercraft Storage Plan

All watercraft not in continuous mooring at the designated dock must be stored in a location outside the structure setback area. There shall be no storage within CA-5. All storage shall be on a residential lot for this purpose and shall ensure compliance by all lot owners and their guests.

3.6 Access Corridor to Shore

The primary access corridor to the shore recreation area is the existing historic roadbed within the common area. Per Article 33.9.B.5, the access corridor is accessible to all residents of the conservation development, and provides upland access to the shore impact zone without impacting wetlands. The corridor shall be maintained per the road maintenance plan in Section 6 of this LTMP.

3.7 No-Mow Shoreline Buffer

A no-mow buffer of native vegetation shall be maintained along the entire OHWM of Adney Lake within CA-5, with exception of Shoreland Recreation Area. Buffer widths and management standards shall comply with Article 11.20 of the Land Use Ordinance. The Responsible Party shall confirm specific required widths with Crow Wing County Land Services.

- No mowing, cutting, or vegetation removal is permitted within the designated no-mow buffer except for authorized management activities described in Section 4
- Invasive species may be removed by hand or with targeted herbicide treatment consistent with best management practices
- A view corridor from the principal dwelling to the water may be maintained by selective pruning of trees and shrubs per Article 4-1 of the shoreland rules, provided no more than 30% of any buffer width is cleared

Section 4 — Vegetation, Natural Resources & Restoration Plan

This section constitutes the vegetation management, ecological restoration, and long-term stewardship plan for the common open space and shoreland buffers of the Adney Lake Conservancy First Addition. It incorporates the Adney Lake Conservancy Restoration Plan

(attached as Exhibit A), which was developed in partnership with the Minnesota DNR Forestry Division and Prairie Restorations, Inc., and guided by 1939 historic aerial imagery of the property.

4.1 Overall Stewardship Philosophy

The Becker family's intention is to restore, preserve, and enhance the natural ecological character of this property and Adney Lake for future generations. The guiding principle of this LTMP is captured in the Restoration Plan: "We are not just protecting this land—we are restoring its ecological integrity, honoring its history, and preserving its legacy for generations to come."

Upon completion of the restoration program, within the first two years, approximately 98% of the total property area will be returned to native vegetation and forest. Management of the common open space shall prioritize:

- Active ecological restoration of former farmland to native prairie, hardwood forest, and protected wetlands
- Preservation and enhancement of existing old-growth hardwood forest
- Protection of all delineated wetland areas
- Prevention and control of invasive plant and aquatic invasive species
- Maintenance of shoreline buffer vegetation to protect water quality in Adney Lake
- Habitat management supporting native wildlife, biodiversity, and ecological resilience

4.2 Restoration Plan Overview & Acreage

The Adney Lake Conservancy Restoration Plan, prepared in partnership with the Minnesota DNR Forestry Division and Prairie Restorations, Inc., identifies four land management zones within the common area. Restoration planning was guided by 1939 aerial imagery and historic land conditions to return the property to a more natural ecological state. An existing cabin and site debris have been or will be removed to improve ecosystem health.

Zone / Land Type	Description
Prairie Restoration	Restoration of former farmland to Minnesota Native Grassland. Approximately 5.5 acres actively restored. Partnership with Prairie Restorations, Inc.
Forest Restoration	Restoration to Native Hardwood Old Growth Forest. Partnership with MN DNR Forestry Division. (3 acres)
Existing Old Growth Hardwood Forest	Preserving and maintaining existing old growth forest stands. No clearing or mass disturbance.
Wetland — Protected	Continuing to protect and preserve all delineated wetlands in their natural condition. No direct impact.

ℹ *Project Impact (per Restoration Plan): 8.5 acres actively restored to native habitat; 21% of property undergoing ecological restoration; 98% of total property area returned to native vegetation and forest upon completion; improved water quality, wildlife habitat, biodiversity, and ecological resilience.*

4.3 Prairie Restoration

Former agricultural land within the common area is being actively restored to Minnesota native grassland in partnership with Prairie Restorations, Inc. The extent of prairie restoration areas is shown on the Adney Lake Conservancy Restoration Plan map (Exhibit A).

- Native seed mixes appropriate to the site conditions shall be used, consistent with Prairie Restorations, Inc. recommendations and MN DNR Forestry Division guidance
- Restoration areas shall be managed to suppress non-native and invasive plant species, including periodic prescribed burning, mowing, or spot herbicide treatment as appropriate and consistent with applicable permit requirements
- No mowing of established prairie restoration areas for lawn maintenance purposes is permitted; mowing within restoration areas is authorized only for management purposes (e.g., weed suppression) as directed by Prairie Restorations, Inc.
- Warm-season native grasses and forbs established in restoration areas shall be allowed to complete their full growing cycle before any management mowing
- The Responsible Party shall consult with Prairie Restorations, Inc. regarding any questions about prairie management practices

4.4 Forest Restoration & Old Growth Preservation

The common area contains existing old-growth hardwood forest that shall be preserved in perpetuity, as well as areas identified for forest restoration to native hardwood old growth. Forest restoration is being implemented in partnership with the Minnesota DNR Forestry Division.

- Existing old growth hardwood forest stands shall not be clear-cut, logged for commercial timber, or mass-cleared under any circumstances
- Hazardous trees posing a safety risk to persons or structures may be removed by the Responsible Party; documentation of hazard tree removal shall be retained
- Forest restoration areas shall be planted with native hardwood species suited to the site consistent with MN DNR Forestry Division recommendations, which may include bur oak, red maple, basswood, white birch, and quaking aspen
- Invasive woody species (e.g., common buckthorn, Amur honeysuckle) shall be removed from forest areas using hand tools or targeted herbicide treatment in accordance with MN DNR best management practices
- The Responsible Party shall maintain ongoing coordination with the MN DNR Forestry Division regarding forest restoration progress and management recommendations

4.5 Shoreline & Buffer Vegetation Management

Shoreline vegetation plays a critical role in stabilizing the bank, filtering runoff, and providing habitat. All shoreline buffer management shall comply with Crow Wing County Land Use Ordinance Article 11.20 and the Crow Wing County Landowner's Guide to Lake Stewardship.

- Native shoreline buffer vegetation shall be encouraged and maintained throughout CA-5; the restored prairie and forest areas adjacent to the shoreline provide a natural buffer transition zone
- Mowing within the no-mow buffer zone is prohibited; restoration plantings in buffer areas shall be allowed to establish and mature
- Emergent living aquatic vegetation in the littoral zone shall not be removed without a MN DNR permit
- If shoreline erosion is observed, the Responsible Party shall consult with the Crow Wing County Soil and Water Conservation District (SWCD) before taking corrective action
- Riprap or hard armoring shall only be installed after obtaining a shoreland alteration permit from Crow Wing County and, where required, a DNR work in public waters permit

ℹ *Native species appropriate for shoreline buffers in this region include: prairie dropseed, wild ginger, native sedges (Carex spp.), marsh marigold, blue flag iris, Joe-Pye weed, buttonbush, and sandbar willow. Prairie Restorations, Inc. and MN DNR can provide site-specific planting recommendations.*

4.6 Wetland Protection

All delineated wetlands within CA-5 are designated as protected and shall be preserved in their natural condition consistent with the Restoration Plan. Wetlands are shown on both the Final Plat and the Restoration Plan map.

- No direct disturbance, filling, or draining of any wetland is permitted without a WCA permit from Crow Wing County as the Local Government Unit
- A 15-foot minimum upland buffer from all wetland boundaries shall be kept free of structures, grading, or soil disturbance
- Invasive species encroaching into wetlands or their buffers (e.g., purple loosestrife, common reed/phragmites, reed canary grass) shall be monitored annually and managed using methods approved by the MN DNR or SWCD
- Periodic inspection of wetland boundaries (annually, each May) is required to detect any encroachment or unauthorized alteration

4.7 Aquatic Invasive Species (AIS) Prevention

Adney Lake and all adjacent water bodies are subject to Minnesota's AIS regulations (MN Statute § 84D). The Responsible Party and all lot owners shall:

- Comply with all MN DNR AIS prevention requirements, including decontaminating watercraft, trailers, and equipment before launching and after removing from any water body
- Drain all water from watercraft, motors, livewells, and bilges before leaving any water access
- Inspect dock equipment, swim lifts, and water-oriented structures annually and remove any attached AIS
- Report any suspected AIS to the MN DNR Invasive Species Program at 888-646-6367

4.8 Wildlife Management

The restored native prairie, hardwood forest, wetlands, and shoreline buffer of the Adney Lake Conservancy will collectively provide high-quality habitat for a diversity of native wildlife. The Restoration Plan's ecological goals directly support improved biodiversity and ecological resilience.

- Shoreline and prairie buffer vegetation shall be maintained to provide nesting and foraging habitat for waterfowl, grassland birds, songbirds, pollinators, and shorebirds
- No artificial feeding of wildlife (deer, waterfowl, etc.) shall occur within the common area
- Nest boxes for wood ducks, bluebirds, or other native cavity-nesting species may be installed in appropriate locations in the common area in coordination with MN DNR guidance
- All wildlife management activities shall comply with applicable MN DNR regulations
- Management partners — MN DNR Forestry Division and Prairie Restorations, Inc. — shall be consulted for any significant wildlife or habitat management decisions in the common area

4.9 Restoration Partners & Contacts

MN DNR Forestry Division	Forest restoration partner; guidance on native hardwood planting and old growth preservation. Contact: local Crow Wing County DNR Forestry office.
Prairie Restorations, Inc.	Native grassland restoration partner; prairie seed mixes, establishment, and long-term management guidance. Contact: Prairie Restorations, Inc., Princeton, MN.
Crow Wing County SWCD	Shoreline erosion, stormwater, and wetland buffer management assistance.
MN DNR AIS Program	Aquatic Invasive Species reporting and assistance: 888-646-6367.

Section 5 — Subsurface Sewage Treatment Systems (SSTS)

5.1 System Design & Location

Proposed primary and alternate septic sites are shown on the Preliminary Plat for Adney Lake Conservancy First Addition as designed by Seth Gravdahl, MN License No. 2591, dated May 7, 2026. A shared septic system serving Lots 3 and 4 is proposed in Common Area CA-5. Lots 1 and 2 will each have individual septic systems.

SSTS Designer	Seth Gravdahl, MN Certified, License No. 2591
Design Date	May 7, 2026
System Type	Per engineer's design; sites identified on Preliminary Plat
Shared System	Lots 3 & 4 share a common system located in CA-5
Individual Systems	Lots 1 & 2 — individual systems on each lot and/or CA-5

5.2 Operating & Management Plan

The Responsible Party (Tony Becker, Lot 3 owner) shall be responsible for administration of this SSTS operating plan, including the shared system serving Lots 3 and 4 in Common Area CA-5. This plan is required under Minnesota Rule 7082.0600.

- All SSTS shall be designed, installed, and maintained in compliance with Minnesota Rules Chapter 7080 (Individual Sewage Treatment Systems)
- A licensed SSTS maintainer shall inspect and pump all systems on a schedule not to exceed every three (3) years, or more frequently as recommended by the maintainer
- Inspection records shall be retained by the Responsible Party and made available to Crow Wing County upon request
- Any SSTS failure, malfunction, or noncompliance shall be reported to Crow Wing County Environmental Services within five (5) business days of discovery and remediated as required by the County
- The shared system serving Lots 3 and 4 shall be equally maintained at the shared expense of the owners of Lots 3 and 4 (Lot 3 - Responsible Party as administrator)

5.3 Service Provider

[To be identified: Lot owners shall retain a licensed SSTS pumper/maintainer for routine service. The Responsible Party shall maintain a current contract or service agreement on file.]

Section 6 — Roads, Access Corridors & Infrastructure Maintenance

6.1 Road Overview

No new public or private roads are being created as part of this development. Access to the property is via Marie Lane, a Fairfield Township road (Township Road No. 3A). Access to individual lots and the dock/recreation area is via the existing road system approved in 1970 on-site, including a section of the historic county roadbed from the 1930s traversing the common area. All driveways to individual building sites will be private and extend from the existing roadway network.

6.2 Year-Round Road Maintenance Plan

The Responsible Party (Tony Becker) is responsible for all year-round maintenance of the on-site access corridor within the common area. The following tasks shall be performed on the schedule indicated:

Task	Frequency / Standards
Gravel re-grading	As needed; at minimum annually in spring following frost heave
Snow plowing / ice control	As needed following each qualifying snowfall (2" or greater)
Drainage swale cleaning	Annually — spring; remove accumulated debris, ensure positive drainage
Culvert inspection	Annually — spring; clear any blockages
Pothole repair	As needed; fill with Class 5 aggregate or equivalent
Vegetation trimming (edge)	Annually — summer; maintain minimum
General visual inspection	Monthly during open water season; after significant weather events

6.3 Access to Public Road

All lots are served by access easements to Marie Lane (Fairfield Township Road). Easements are recorded as described on the Final Plat and in applicable homeowner declarations. No lot owner shall obstruct or restrict use of the access corridor by other lot owners.

Section 7 — Stormwater Management & Erosion Control

7.1 Stormwater Approach

This conservation development is designed to minimize impervious surface and stormwater impacts. No new stormwater ponds, swales, or infiltration systems are being constructed as part of this development. The existing roadway and drainage infrastructure on site (existing historic roadbed and associated ditching) will be utilized. The development relies on the large common area (85% of total area), native vegetation, and wetlands to manage stormwater runoff from the residential lots.

- Total allowable impervious surface for the development shall not exceed 25% within the Shoreland District (per Crow Wing County ordinance for Recreational Development lakes)
- Existing impervious coverage for the entire development is approximately 2.2% (per Final Plat notes)
- Proposed CA-5 impervious coverage is approximately 2.1% (per Final Plat notes)
- No impervious surface shall be placed within the Shore Impact Zone (SIZ-1) except permitted stairways, lifts, landings, and the portion of the boat ramp within 10 feet of OHWM

7.2 Erosion & Sediment Control During Construction

During any construction activity on the development (including home construction on individual lots), the lot owner/contractor shall:

- Install silt fence, erosion control blankets, and other best management practices (BMPs) around disturbed areas prior to commencing grading
- Stabilize all exposed soil surfaces within 14 days of final grading
- Protect storm drain inlets and drainage swales from sediment entry during construction
- Obtain any required shoreland alteration permits from Crow Wing County prior to grading within 1,000 feet of the OHWM

7.3 Long-Term Drainage Maintenance

The Responsible Party shall inspect drainage swales, ditches, and any low-lying areas within the common area at least annually (each spring) and following major storm events. Accumulated sediment, debris, or blockages shall be cleared promptly. Any regrading or restoration of drainage features shall use native materials and comply with applicable permit requirements.

Section 8 — Maintenance Responsibilities Summary

All common element maintenance is the sole responsibility of the Responsible Party (Tony Becker, Owner of Lot 3) unless otherwise noted. Individual lot owners are responsible for maintenance of improvements on their own lots.

Common Element	Maintenance Tasks	Frequency	Responsible Party
Shoreline buffer / no-mow zone	No mowing; invasive species removal; annual monitoring	Annual	Responsible Party
Wetland areas	No disturbance; AIS monitoring; invasive control	Annual	Responsible Party
Upland forest / woodland	Hazard tree removal; invasive removal; selective thinning as	As needed; annual inspection	Responsible Party

Common Element	Maintenance Tasks	Frequency	Responsible Party
	needed		
Shore recreation area	Debris removal; mowing of grass areas outside buffer; seating/amenity upkeep	Weekly (summer); seasonal	Responsible Party
Dock(s)	Annual inspection; repair/replacement; winter removal and storage	Annual	Responsible Party
Boat launching ramp	Inspect for erosion or damage; re-gravel as needed	Annual	Responsible Party
Access corridor / roadbed	Grading, snow removal, drainage, vegetation trimming	Year-round; per Section 6	Responsible Party
SSTS — shared (Lots 3 & 4)	Pumping, inspection, compliance	Every 3 years minimum	Lots 3 & 4 owners; administered by Responsible Party
SSTS — individual (Lots 1 & 2)	Pumping, inspection, compliance	Every 3 years minimum	Individual lot owners
Drainage swales / culverts	Clear debris; inspect for erosion	Annual (spring)	Responsible Party
Impervious surface tracking	Track total development-wide impervious coverage vs. 25% cap	With each new structure / improvement	Responsible Party

Section 9 — Funding & Financial Mechanisms

9.1 General Funding Approach

Because this is a family conservation development with fewer than 10 lots and no HOA, the Responsible Party (Tony Becker, Lot 3 owner) shall bear the primary cost of maintaining the common area and shared facilities. Individual lot owners shall contribute proportionally to shared infrastructure costs as described below.

9.2 Shared Cost Allocation

Shared SSTS (Lots 3 & 4)	Costs split equally between Lot 3 and Lot 4 owners, with administrative coordination by Responsible Party
Access road maintenance	Costs shared equally among Lots 1 through 4 (25% each), administered by Responsible Party
Dock & recreation area	Costs shared equally among Lots 1 through 4 (25% each), administered by Responsible Party
Common open space / land	Primary responsibility of Responsible Party (Lot 3 / CA-5 owner)
Unexpected major repair	Costs assessed among affected lot owners proportionally; Responsible Party determines allocation

9.3 Financial Assurance

Per Article 3.6 and 9.9 of the Land Use Ordinance, the County may require financial assurance for required improvements. If required by Crow Wing County as a condition of plat approval, the Responsible Party shall provide a bond, irrevocable letter of credit, or other approved financial instrument in an amount up to 150% of the estimated cost of required improvements as determined by the County.

Section 10 — Monitoring, Inspection & Reporting

10.1 Annual Inspection Schedule

The Responsible Party shall conduct or arrange for the following inspections each year and document findings in a simple written log:

Shoreline buffer vegetation	Annual — May/June; document any invasive species, erosion, or encroachment
Wetland boundaries	Annual — May; inspect buffer areas for disturbance or encroachment
Dock & launch ramp	Annual — pre-season (May) and post-season (October)
Access road / corridor	Annual — spring after frost heave; and after any major storm event
Drainage swales & culverts	Annual — spring
SSTS systems	Per licensed maintainer schedule; every 3 years minimum
Impervious surface coverage	Concurrent with any new construction or site work on any lot
Open space conditions generally	Annual walk-through of common area; document conditions, note any issues

10.2 Documentation Requirements

The Responsible Party shall maintain the following records and make them available to Crow Wing County upon request:

- Annual inspection logs (date, findings, action taken)
- SSTS pumping and inspection records from licensed maintainer
- Permits obtained for any work within the shoreland or wetland areas
- Records of any invasive species treatment (product used, date, location, applicator)
- Documentation of any significant repairs or replacements to shared infrastructure

10.3 County Reporting

The Responsible Party shall be responsible for any county reporting that may be requested.

Section 11 — Enforcement & Corrective Actions

11.1 Responsible Party Authority

The Responsible Party (Tony Becker, Lot 3 owner) has authority to enforce the provisions of this LTMP against all lot owners and their guests, tenants, and assigns. Enforcement tools available include:

- Written notice of violation to the offending lot owner describing the violation and required corrective action
- Demand for reimbursement of costs incurred by the Responsible Party to correct a violation
- Recording a lien against the offending lot for unpaid maintenance costs or damages to common property if authorized under applicable deed restrictions or covenants
- Referral to Crow Wing County Land Services for enforcement action

11.2 County Authority

Per Crow Wing County Land Use Ordinance Article 33.7.E, if the person responsible for administering this LTMP fails to perform, the County may:

- Serve written notice specifying the nature of the failure and a reasonable time to complete corrective action
- If corrective action is not completed within the specified time, assume responsibility for the corrective action, enter the premises, and complete required work
- Charge costs of corrective action (including administrative costs) to the responsible party or individual lot owners
- Assess such costs as a lien against properties that have the right of enjoyment of the common open space

11.3 Violations by Individual Lot Owners

The following actions by any lot owner, their guests, tenants, or contractors shall be considered violations of this LTMP and subject to the enforcement provisions above:

- Any alteration of vegetation within the no-mow buffer or shore impact zone without authorization
- Any disturbance, filling, or grading within a wetland or within the 15-foot wetland buffer without a WCA permit
- Installation of an individual private dock outside the designated shared dock location
- Storage of watercraft outside the designated storage area
- Use of the common area for purposes not allowed.
- Any construction or placement of structures within the common open space (CA-5) without authorization
- Failure to maintain impervious surface on an individual lot within the allowable limits

Section 12 — LTMP Amendment Procedures

This Long-Term Management Plan may be amended only with prior written approval from:

- Crow Wing County Land Services Department; and
- The Crow Wing County Planning Commission / Board of Adjustment

Amendment requests shall be submitted in writing to Crow Wing County Land Services at 322 Laurel Street, Suite 15, Brainerd, MN 56401, describing the nature of the requested change and the reason for the amendment. Any amendments or revisions made without County approval shall be invalid and of no effect.

The Responsible Party shall review this LTMP not less than every ten (10) years and determine whether amendments are warranted based on changed conditions, regulatory requirements, or management experience. In the event of transfer of ownership of Lot 3 or CA-5, a review of the LTMP and designation of a new Responsible Party shall occur within sixty (60) days, subject to County concurrence.

Section 13 — Supporting Documentation

The following documents shall be submitted with or referenced in connection with this LTMP:

Final Plat	Adney Lake Conservancy First Addition — Stonemark Land Surveying, PL25303, dated 5/13/2026
Septic Design	Seth Gravdahl, MN License No. 2591, dated 5/7/2026 (primary and alternate sites shown on Final Plat)
Restoration Plan	Adney Lake Conservancy — Restoration Plan (attached)
Deed Information	To be recorded concurrent with Final Plat - If necessary
Recorded plat	Final Plat — Adney Lake Conservancy First Addition
Road Maintenance Plan	See Section 6 of this LTMP
SSTS Operating Plan	See Section 5 of this LTMP
Vegetation Buffer Plan	See Sections 3.7 and 4 of this LTMP

Section 14 — Signatures & Certifications

By signing below, the Responsible Party certifies that the information contained in this Long-Term Management Plan is accurate and that they agree to administer and perform all obligations established herein.

Responsible Party / LTMP Administrator

Tony Becker, Owner — Lot 3, Adney Lake Conservancy First Addition
Date: _____

Kate Becker, Co-Owner

_____

Kate Becker, Co-Owner — Lot 3, Adney Lake Conservancy First Addition
Date: _____

Approved by Crow Wing County Planning Commission / Board of Adjustment

_____

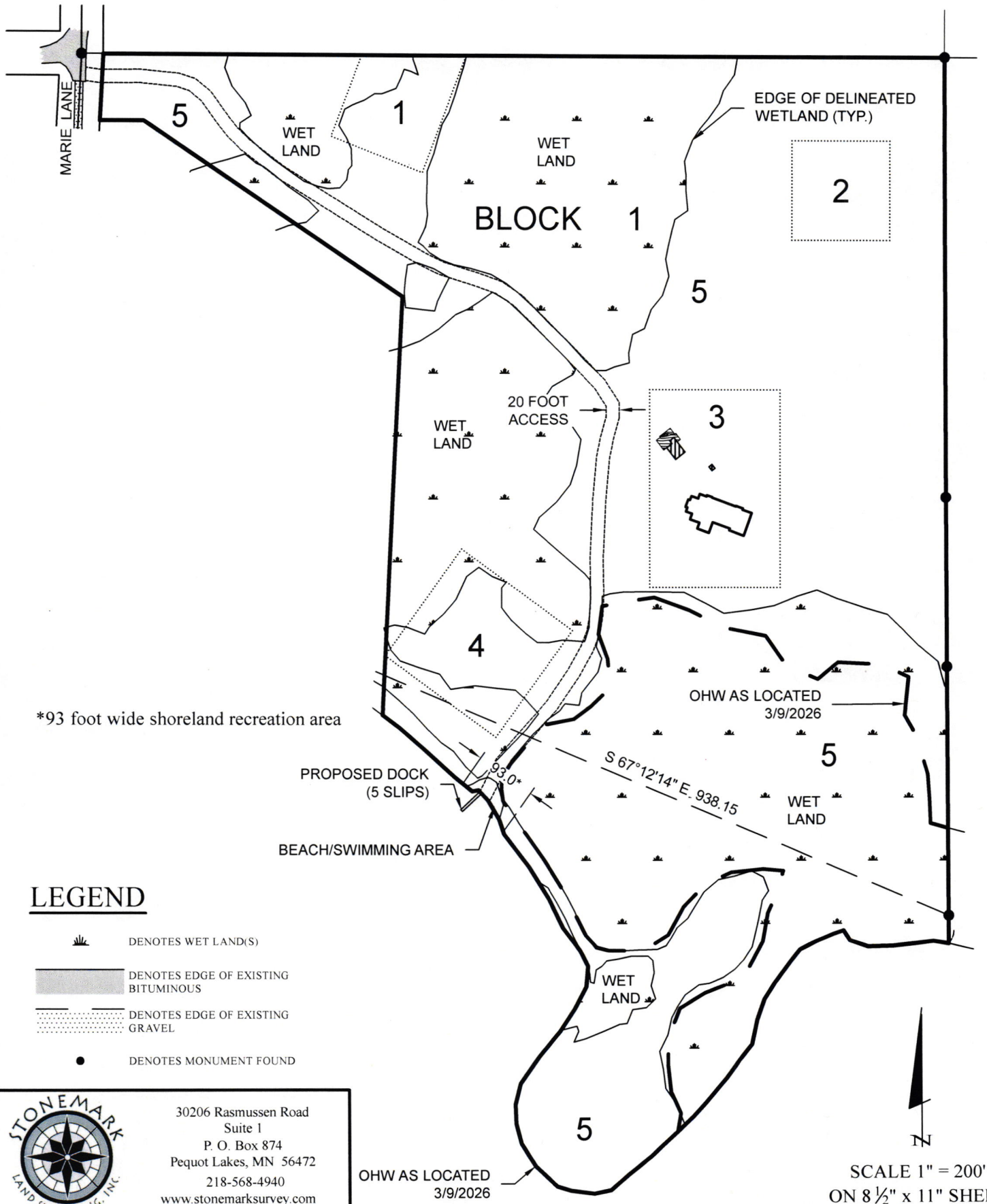
Authorized Signature — Crow Wing County Land Services
Date: _____

_____

Title

SHORELAND EXHIBIT

ADNEY LAKE CONSERVANCY FIRST ADDITION
SECTION 32, TOWNSHIP 137 NORTH, RANGE 26 WEST,
FAIRFIELD TOWNSHIP, CROW WING COUNTY, MINNESOTA



LEGEND

- DENOTES WET LAND(S)
- DENOTES EDGE OF EXISTING BITUMINOUS
- DENOTES EDGE OF EXISTING GRAVEL
- DENOTES MONUMENT FOUND

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

SCALE 1" = 200'
ON 8 ½" x 11" SHEET

~~DENNIS E. GUSTAFSON~~
COUNTY OF CROW WING
Planning & Zoning Co-ordinator
Courthouse
BRAINERD, MINNESOTA 56401

Approved by P.C. 9-1-76.

#6687
Rec.# 5-831

Sept. 1st Agenda

SHeRm LiimATAiNeN

DirT FiLL

1, Sec. 32,
Rge 26
Twp.

XXXXXXXXXXX

August 23, 1976

Mr. Sherm Liimatainen
378-West St. Louis River Rd.
Cloquet, Mn. 55720

Dear Mr. Liimatainen:

This is your notification that you are scheduled to appear before the Planning Commission at 7:30 P.M., Wednesday, September 1, 1976, Commissioners' Room, Court House, Brainerd, Minnesota.

This is relative to your requested dirtfill application. It is necessary you or an authorized representative be present for this meeting.

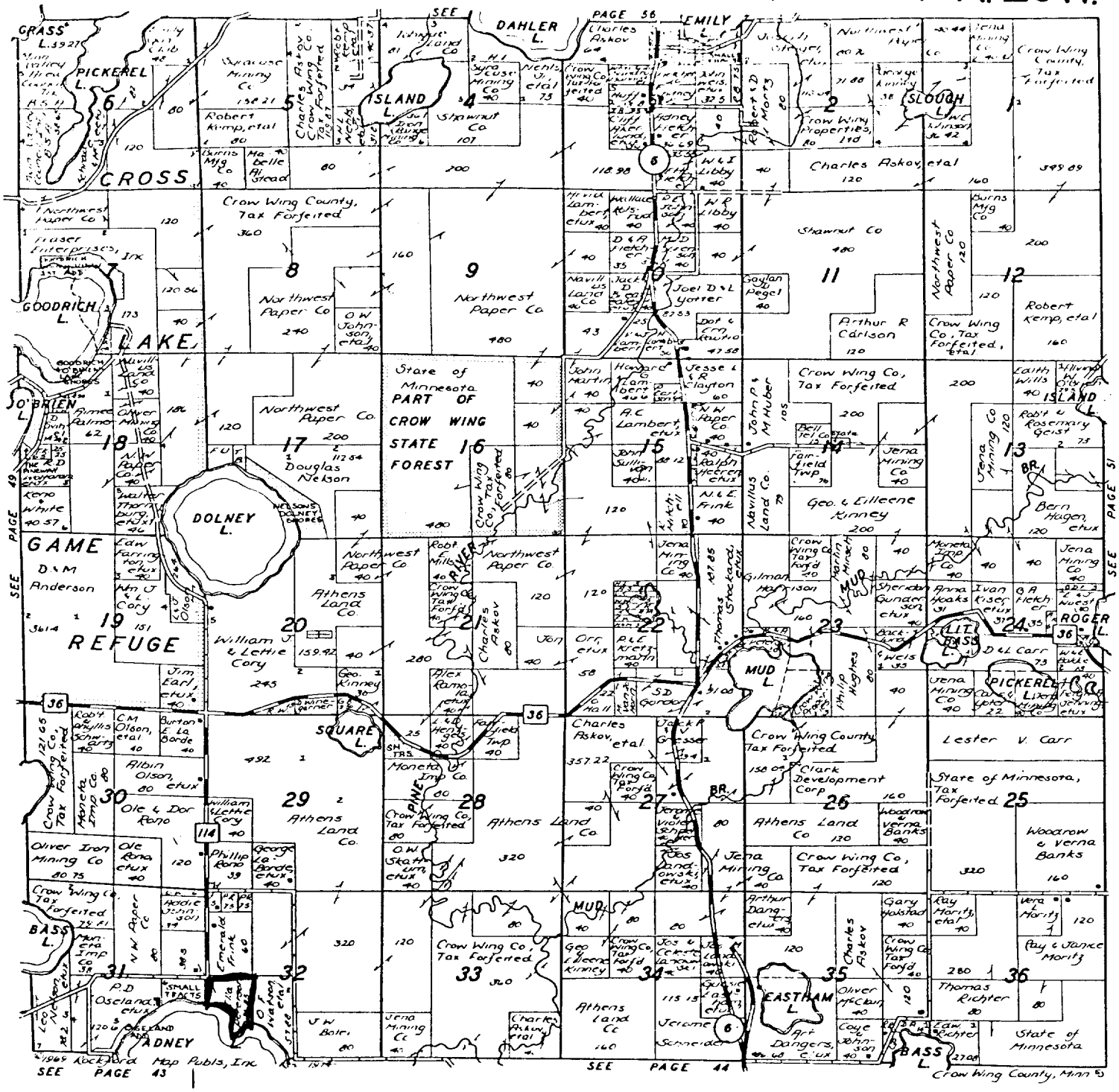
In order that we may process your application without delay we must have your site plan and your check for $20.00, made payable to the Crow Wing County Treasurer and sent to this office, immediately.

Sincerely,

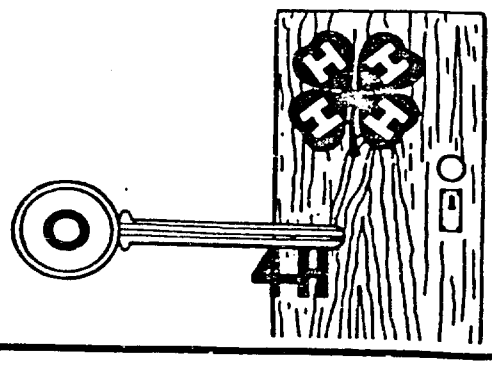
Dennis N. Olson
Zoning Technician

DNO:vp

FAIRFIELD T. 137 N.–R. 26W.



YOUR KEY TO SUCCESS



150'
155'
126'
A
B
N
W

DNR

Dirtfeet

Sherm & Alk.

Adv prop. mems

Sent

½ int 342 Sherm Lumatainen
378 West St Louis River Rd
Cloquet, Mn.

Sent
½ int 342 Clarence La Bride
Rte 3 Box 72
Cromby, Mn.

Sent
½ int 341 Clifford J. Watson
5[illegible] N
Minto, Mn.

Richard Watson
4743 Aerial Ave. No
Mpls., Mn. 55430

3321/2 Kenneth T. Anderson
5[illegible]3 Portland Ave So.
Mpls. Mn. 55411

Sent
½ int 341 Monroe Hand
6412 King Dr.
Chicago, Ill. 60637

August 30, 1976

Planning and Zoning Coordinator
Secretary of the Crow Wing
County Planning Commission
Court House
Brainerd, Minnesota 56401

Attn. Dennis N. Olson
Zoning Technician

Gentlemen:

I am enclosing an exhibit which hopefully can illustrate the area I wish to fill in as per my application:

1. Area A, shaded in brown, is approximately 150 feet of which I propose to spread approximately 50 yards of material for road surface.

2. Area B, 135 feet which I propose to spread in the area of 300 yards of material across the existing road bed running parallel with the existing waterway.

3. Area C, 120 feet, I would propose to put 120 yards of road fill.

4. Please note that the shaded red area is a water area, however, the depth of the water is only about 1 foot deep, and is not shown on the regular plat map.

I am planning to be present at the meeting to answer any further questions that may come before this Committee.

Thank you for your attention in this matter.

Sincerely,

Sherman Liimatainen

SL:mm

ZONING PERMIT APPLICATION

No 6687

(File in Crow Wing County Planning and Zoning Office — Court House — Brainerd, Minnesota 56401)

STATE OF MINNESOTA)
) SS
COUNTY OF CROW WING)

This application is made for a Zoning Permit in Crow Wing County, Minnesota as follows:
(Print or Type)

NAME Liimatainen, Sherm
Last First Initial

MAIL ADDRESS 378 - West St. Louis River Rd, Cromwell, Minn. TELEPHONE 218-879-3135

APPLICANT Same

OWNER OF PROPERTY Same

SANITARY CONTRACTOR —

GENERAL CONTRACTOR Self.

Permit application the result of a Planning Commission hearing decision: Deviation ____
Conditional Structure and Use ____ Planned Unit Dev. ____ Spec. Permitted Use ____

LOCATION: Sec. 32 Twp. 137 Rge. 26 Township Name FAIRFIELD
Zoning District Ag Lake (Stream) Name Sidney Class. G.D.
Name and Number of Public Road Fronts Upon —
Elevation Above Ordinary High Water Mark or Nearby Lake, River or Stream —
LEGAL DESCRIPTION:–(attach if lengthy)
Govt Lot 1

SEPT 1 AGENDA

PROPOSED (Continued) USE ( ) Residential ( ) Agricultural (✓) Other
What will be done under Permit? If other, explain proposed (continued) use:–

Dirtfilling of an abandoned road bed area along the shore of Sidney Lake involving an estimated 250 cu. yds of fill as per plans presented, 470 on condition both sides of the dirtfill be rock rip-rapped, culvert of proper size be installed; work to commence upon approval from the Dept. of Natural Resources per Planning Commission approval of 9-1-76.

( ) Residential, including Sanitary Facilities
( ) Residential, Remodel Projects
( ) Agricultural Building Projects
( ) Mobile Home
( ) Commercial — Industrial
( ) Not in Shorelands
( ) Not in Flood Plain
( ) Others
(✓) In Shorelands
(✓) In Flood Plain
(✓) Dirt Filling, Dirt Moving

Supplemental Sheets
( ) Lot Size and Setback Check List ( ) Sanitary Facilities Check List

I, the applicant, do hereby certify that the above information and that contained in all attachments hereto, are correct to the best of my ability to certify; and that if the permit applied for is issued, I will agree to have the work performed thereunder in accordance with the terms of the Crow Wing County Ordinance, it's Standards, any requirements ordered by the County Planning Commission, and all other applicable laws and regulations; and I further agree that in the event I fail to do as herein agreed and stated, the County Zoning Coordinator may cancel the permit issued; and I further understand that any such permit granted shall expire 12 months after it is granted and no work allowed under such Zoning Permit shall continue thereafter unless an extension of time shall have been applied for and granted in writing.

NOTE TO APPLICANT: Notify the Zoning Office before back filling any sewage installation, or for programming system if elevation or topography presents a problem.

Dated Amended Aug 2 1976 Signed Sherman Liimatainen

Permit Fee 20.00 REC No. 5831 Zoning Coordinator Jean Fullerton
(Or Authorized Signature)

CWCty. Form 103 Rev. 6-76

September 10, 1976

Mr. Sherm Liimatainen
378 West St. Louis River Rd.
Cloquet, Minnesota 55720

Dear Mr. Liimatainen:

The following excerpts from the minutes of the Planning Commission meeting of September 1, 1976 pertain to your Dirtfill application.

Sherm Liimatainen - Dirtfill
Legal Description: Gov't Lot 1, Sec. 32, Twp 137N, Rge 26W, on Adney Lake in Fairfield Township.

Purpose: Requesting dirtfill of an abandoned road bed area along the shore of Adney Lake involving an estimated 750 cubic yards of fill as per plans presented.

September 1, 1976 Action:
Motion by Hanson; supported by Brophy to approve Dirtfill request as per plans presented on condition both sides of the dirtfill be rock rip-rapped, culvert of proper size be installed; work to commence upon approval from the Dept. of Natural Resources. All members voting "Aye"; motion carried.

We will send your Zoning Permit to you as soon as confirmation is received from the Dept. of Natural Resources stating their approval of your plans.

Please feel free to contact this office if you have any questions concerning the above.

Sincerely,

Dennis N. Olson,
Zoning Technician

DNO:j

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.

Crow Wing County Land Services
Preliminary Plat Application

Crow Wing County Land Services Department • 322 Laurel Street Brainerd, MN 56401 • 218-824-1010 • landservices@crowwing.gov

Applicant Name: Stonemark Land Surveying, Inc
Date application submitted: 04-08-2026
Parcel Number(s): 60320512
Mailing Address: 21765 Cty Road 50
City: Corcoran Zip: 55340

Property Owner Information:

Owner Name: Becker, Tony
Physical Address: 18835 MARIE LANE
City: CROSBY Zip: 56441
Township: FAIRFIELD TOWNSHIP Zoning: SD Deeded Acres: 38.08 Riparian: Yes
Lake/River Name: ADNEY

Project Specifics:

Did you attend a Development Review Team (DRT) meeting?: Yes

Date of Development Review Team (DRT) meeting?: 03-09-2026

Are you submitting preliminary plat & 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: 4

Enter number of proposed out-lots: 1

Do all lots have access to a 66’ wide road?: Yes

Required septic information on file?: Yes

Wetland information on file?: Yes

APPLICANT FINDINGS OF FACT - PRELIMINARY PLAT

Name of Applicant: Adney Exchange Holdings LLC PID: 60320512

FINDINGS OF FACT:

Does the proposed plat conform to the County's Comprehensive Plan?

- Yes - according to current zoning

Is the proposal consistent with the existing County Subdivision Ordinance? Specify applicable sections of the Ordinance.

- Yes - designed to meet ordinance

Are there any other standards, rules or requirements that this plat must meet? Specify other required standards.

- None I know of other than standard platting requirements.

Is the proposed plat compatible with the present land uses in the area of the proposal? Zoning District:

- Yes - surrounding areas are all residential

Does the plat conform to all applicable performance standards in Article 9 of the Subdivision Ordinance?

- Hybrid desogn - we believe it meets applocable ordinance

How are the potential environmental impacts being resolved? (Does the plat meet County Standards?)

- DocksWetlands delineated and not to be disturbed, docks to be kept at minimum, etc

Have the potential public health, safety or traffic generation impacts been addressed?

- Roads to be private inside development.

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

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

Date: July 16, 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 proposed density of 4 lots is consistent with the Crow Wing County Land Use Ordinance because the property may support up to 17 lots under the Tier One and Tier Two density area calculations, yet the applicant proposes significantly fewer lots. This low-density design exceeds ordinance expectations for resource protection and aligns with the intent of Article 33 to preserve open space and natural features.
- The preliminary plat submission includes all required survey elements, including wetlands, OHW, topography, utilities, and existing conditions, as required by Article 9.6(F).
- The preliminary plat proposes a conservation-focused layout preserving 85% open space in Outlot 5, matching conservation development principles encouraging protection of natural resources and compact development forms
- With the approval of the variance for a 20-foot access corridor and the road not meeting OHW setbacks, this preliminary plat meets all other requirements of Article 33.
- 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 Article 9, 11 and 33 of the Land Use Ordinance.

- With the approval of the variance for a 20-foot access corridor and the road not meeting OHW setbacks, this preliminary plat meets all other requirements of Article 33.

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. These land use districts are characterized by low-density, single-family residential development, which is consistent with the preliminary plat being proposed.

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

- 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 proposed preliminary 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.
- With the approval of the variance for a 20-foot access corridor and a road not meeting OHW setbacks, this preliminary plat meets all other requirements of Article 33.
- 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 7/09/26***

RECEIVED
By Stacy Westhoff at 3:39 pm, Jul 13, 2026

Stacy Westhoff

Subject: RE: Formal Opposition to Variance Request – 18835 Marie Lane (Adney Lake)

From: Darlene Polzin <ddepolzin@gmail.com>
Sent: Monday, July 13, 2026 10:50 AM
To: Jamie Lee <Jamie.Lee@crowwing.gov>; LandservicesVM <Landservices@crowwing.gov>
Subject: Formal Opposition to Variance Request – 18835 Marie Lane (Adney Lake)

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

Dear Jamie Lee and Crow Wing County Planning Commission/Board of Adjustment,

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 landowner for over 20 years, 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 1 107 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.

The property owner is NOT proposing to use the land as a residence. The property is being marketed as a vacation rental with bookings available in the Fall of 2026. This is in conflict with the CROW WING COUNTY STAFF PRELIMINARY FINDINGS OF FACT SUPPORTING/DENYING VARIANCE, question #3 of the fact finding survey.

The Overall Stewardship Philosophy of the land and the Becker's family is in conflict with the current state of the land. The conservancy plan is not necessary as the land has been in natural habitat on the "Point" for over 20 years. There is no restoration needed as it is currently existing.

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.

Respectfully,

Darlene & David Polzin

RECEIVED
By Stacy Westhoff at 9:07 am, Jul 14, 2026

Stacy Westhoff

From: David Carter Rogers <dcrogers187@gmail.com>
Sent: Monday, July 13, 2026 6:39 PM
To: PCBOA
Cc: Jamie Lee
Subject: Public Hearing - Parcel Number 60320512
Attachments: Planning Commission Letter re Parcel 60320512.pdf

You don't often get email from dcrogers187@gmail.com. Learn why this is important

Dear Planning Commission,
Please find attached our written comments regarding the application by Adney Exchange Holding Co. LLC; Tony Becker, Parcel Number 60320512. These comments and concerns are specific to the Request to be heard on July 16, 2026 at 12 p.m.

Respectfully submitted,

Elisabeth Lodge Rogers and David C Rogers

Date: July 13, 2026

To: Crow Wing County Planning Commission / Board of Adjustment
Submitted via: PCBOA@crowwing.gov
From: Elisabeth Lodge Rogers & David C. Rogers
Property Address: 19069 Chokecherry Lane, Crosby, MN 56441
Status: Permanent Property Owners and Full-Time Sole Residents on Adney Lake

Regarding: Public Comment and Urgent Objection to Requests by Adney Exchange Holding Co LLC (Tony Becker) for Parcel Number 60320512:

1. **Conditional Use Permit (CUP)** for a Conservation Development
2. **Variance** for an Access Corridor
3. **Variance** for a Driveway within the Shore Impact Zone (SIZ) on the Point
4. **Preliminary Plat** Approval

Statement of Position and Immediate Cease-and-Desist Request
As permanent property owners who claim Adney Lake as our sole residence, we are writing to register our **vehement opposition** to the portfolio of zoning, variance, and platting requests submitted by Adney Exchange Holding Co LLC and Tony Becker.

Furthermore, we must alert the Planning Commission and Board of Adjustment to a critical compliance failure: **The applicant has already begun active construction on the property despite the fact that these items have not yet been heard or approved.** We ask that the County immediately issue a **Cease and Desist order** and penalize this pre-emptive destruction of the landscape. This flagrant disregard for the public hearing process highlights why the preliminary plat and all accompanying requests must be **denied in full.**

Primary Objections and Concerns

1. Irreparable Destruction of Protected Wetlands and Shoreland Ecosystems

The site features sensitive wetlands that act as natural filters for Adney Lake. The applicant's ongoing clearing and proposed high-density development will permanently compromise this watershed. Stripping these areas increases nutrient and phosphorus runoff, driving toxic algae blooms, destroying water clarity, and altering local drainage patterns to the detriment of surrounding properties.

2. Direct Threat to Protected Wildlife (Eagles and Registered Loon Nests)

Adney Lake's ecological health is evidenced by its wildlife, which this project directly threatens. Specifically, the development site directly impacts:

- **An Active Bald Eagle Nest:** Protected under the federal Bald and Golden Eagle Protection Act, which strictly limits construction activity, loud noises, and habitat disruption within critical buffer zones.

- **A Registered Loon Nesting Site:** Loons are incredibly sensitive to shoreline encroachment, watercraft crowding, and habitat fragmentation.

The increased density, shoreline clearing, and motorized boat traffic from the proposed access corridor will inevitably drive these iconic species away from their historic nesting grounds.

3. Unacceptable Shore Impact: Driveway Variance on the Point

The request for a driveway variance within the Shore Impact Zone (SIZ) **specifically on the point** is egregious and must not be permitted. A point of land is highly exposed and uniquely susceptible to severe shoreline erosion. Introducing impervious surfaces and vehicular traffic to this narrow strip strips away native root systems, causing immediate slope destabilization and channeling unfiltered pollutants directly into Adney Lake. The applicant can access the parcel via standard, compliant routes; this variance is a self-created convenience to maximize plot layout and profit at the lake's expense.

4. Invalidity of the Preliminary Plat & Exploitation of the Process

A preliminary plat cannot legally be approved when its basic infrastructure relies entirely on unearned variances that fail to meet Minnesota's "practical difficulties" legal standard. By starting construction before receiving public input or board approval, the developer is attempting to force a *fait accompli* on the County. The Board must hold the line and protect the integrity of the Crow Wing County Shoreland Performance Standards.

Formal Request to the Board and Commission

Because this project violates federal eagle protections, threatens critical loon habitat, destroys wetlands, and breaches the Shore Impact Zone—all while bypassing the legal permitting timeline—we respectfully request that the County:

- **Immediately dispatch an environmental enforcement officer** to inspect the unauthorized ongoing construction and issue a **Stop Work Order**.
- **Deny the Variance** for the driveway on the point within the Shore Impact Zone.
- **Deny the Variance** for the access corridor.
- **Deny the Conditional Use Permit** for the conservation development and the **Preliminary Plat**.
- **Require a Mandatory Environmental Assessment Worksheet (EAW)** to evaluate the active threats to the eagles, loons, and wetlands before any future layout is considered.

Thank you for your immediate intervention to protect Adney Lake, its protected wildlife, and its permanent residents.

Sincerely,

Elisabeth Lodge Rogers

320-249-1153
derogers187@gmail.com

David C. Rogers

320-290-8813

RECEIVED
By Stacy Westhoff at 3:00 pm, Jul 14, 2026

Stacy Westhoff

From: PCBOA
To: Gwen Thomas
Subject: RE: Public Hearing re Parcel 60320512

From: Gwen Thomas <gma.thomas7@gmail.com>
Sent: Tuesday, July 14, 2026 2:48 PM
To: PCBOA <PCBOA@crowwing.gov>
Subject: Public Hearing re Parcel 60320512

You don't often get email from gma.thomas7@gmail.com. Learn why this is important

Dear Crow Wing County Planning Commission/Board of Adjustment:

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 landowner, 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 lake. 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 registered, active nesting site for the Common Loon is located in immediate proximity to this property. According to biological data from the Minnesota DNR and National Loon Center, loons must build nests immediately at the water's edge as anatomy doesn't allow them to walk on land. This makes them dependent on quiet, undisturbed, and naturally vegetated shorelines. Constructing a driveway and access corridor within the SIZ introduces motorized 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 Crow Wing County Shoreland Management rules are established to protect water quality and preserve natural shorelines. The SIZ is a strictly protected buffer. Placing a highly intense, impervious surface, like a driveway, inside this zone directly contradicts the ordinance. It will accelerate heavy unfiltered stormwater runoff, carry vehicle pollutants 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 as a matter of personal convenience or economic preference, does not constitute a hardship. The applicant has reasonable use of the lot outside of the SIZ. Financial savings or convenience do not justify 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 this and sets an undesirable precedent for future shoreline destruction.

The property owner is NOT going to use the property as a residence in the near term. The property is being

2:36
◀ Google

5G

the.adney

The Adney

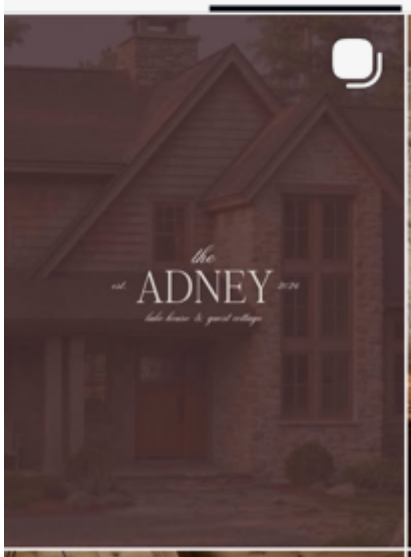
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posts	followers	following

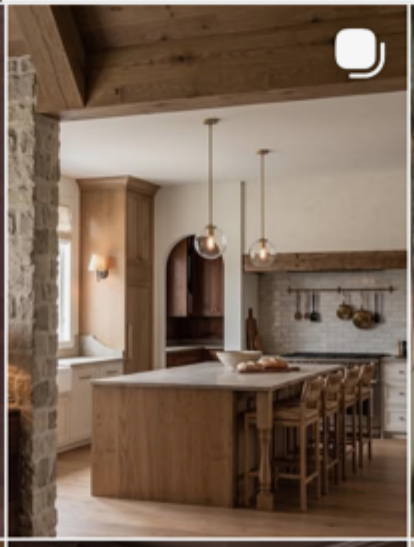
Vacation Home Rental

- A quiet lakeside retreat on a small lake between Crosby & Crosslake MN
- 5BR main house & 3BR guest cottage
- Reservations open fall 2026

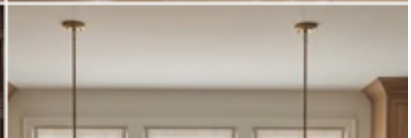
Followed by **fritty_eagle**, **ddepolzin** and **2 others**

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marketed as a vacation rental with bookings available in the Fall of 2026. (See attached.) This is in conflict with the CROW WING COUNTY STAFF PRELIMINARY FINDINGS OF FACT SUPPORTING/DENYING VARIANCE, question #3 of the fact finding survey.

The Overall Stewardship Philosophy of the land and the Becker's family is in conflict with the current state of the land. The conservancy plan is not necessary as the land has been in natural habitat on the "Point" for over 20 years. There is no restoration needed as it is currently existing.

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.

RECEIVED
By Stacy Westhoff at 11:07 am, Jul 15, 2026

Stacy Westhoff

To: LandservicesVM
Subject: RE: Adney Exchange Holding Co LLC - Formal Notice of Objections - Fred & Lori Schulz

From: L.S <lkschulz@yahoo.com>
Sent: Tuesday, July 14, 2026 8:58 PM
To: LandservicesVM <Landservices@crowwing.gov>
Subject: Adney Exchange Holding Co LLC - Formal Notice of Objections - Fred & Lori Schulz

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

Planning Commission / Board of Adjustments - please see our attached letter regarding the request for variances and conditional use permit.

Thank You!

Fred & Lori Schulz
19433 Olander Road
Crosby, MN 5644
Lake Adney Resident

Date: July 14, 2026

To: The Planning Commission / Board of Adjustment

Regarding Request: Adney Exchange Holding Co LLC – Tony Becker (Parcel ID: 60320512)

Application Items:
1. Conditional Use Permit for Conservation Development
2. Variance for an Access Corridor
3. Variance for a Driveway within the Shore Impact Zone
4. Preliminary Plat Approval

Formal Notice of Objection

Dear Members of the Planning Commission and Board of Adjustment,

As residents of Lake Adney, we are writing to formally submit our concerns and objections regarding the requested variances and conditional use permit for Parcel ID 60320512. While we appreciate thoughtful local development, the scope of the current proposal presents significant environmental and infrastructure risks to our community. We urge the Board to evaluate this application against strict statutory hardship criteria, specifically focusing on the following two issues:

1. Environmental and Infrastructure Impacts within the Shore Impact Zone

Our primary concern centers on the requested variance for a driveway within the Shore Impact Zone. The current proposal outlines a 4-lot subdivision utilizing a shared outlot. This high-density configuration will generate traffic volumes that far exceed any historical usage on this section of the road.

We respectfully request that the Board mandate a comprehensive review of the cumulative impacts this increased traffic will have on the delicate shoreline ecosystem. Specifically, the Board must account for the secondary effects of year-round high-density usage, including:

- **Heavy Utility Vehicles:** Accelerated shoreline erosion and road degradation from propane delivery trucks, maintenance vehicles, and heavy equipment.
- **Municipal and Maintenance Services:** Increased runoff, salt usage, and environmental disruption caused by winter snowplowing.
- **Environmental Management:** Heightened risks of trash, litter, and localized pollution directly adjacent to the water.

Regarding Request: Adney Exchange Holding Co LLC-Tony Becker (Parcel ID: 60320512)

2. Absence of Statutory Hardship for the 20-Foot Access Corridor

Under established zoning guidelines, a variance should only be granted if the applicant demonstrates a unique, un-self-created practical difficulty or unnecessary hardship that prevents reasonable use of the property. The applicant's request to reduce the standard 50-foot requirement down to a 20-foot access corridor fails to meet this legal threshold.

The applicant's multi-lot subdivision and outlot plan are designed entirely to maximize commercial and rental yields. A self-imposed financial constraint or a desire for maximum monetary gain does not constitute a legal hardship). The applicant possesses ample acreage (38 acres) and financial means to fully comply with the standard 50-foot buffer requirement.

3. Commercial Nature of the Development

Public records and marketing materials indicate a consistent pattern of commercial lodging operations by the applicant rather than personal residential use.

- The applicant previously operated a commercial rental on Lake Adney ("Atlas A-Frame") from 2019 to 2022.
- The current 38-acre parcel—including the main house, lodge, and guest house—is already actively marketed for commercial vacation rentals under the name "Rocky Shores" for Fall 2026.

Variances are a mechanism to protect ordinary property rights for personal use, not to bypass environmental safeguards for commercial scale and profit.

Conclusion

Because the applicant cannot prove a legitimate hardship, and because the shoreline driveway poses a distinct threat to the Lake Adney ecosystem, we respectfully urge the Planning Commission and Board of Adjustment to deny these variance requests. Thank you for your time, diligence, and dedication to protecting our community's natural resources.

Sincerely,

Fred & Lori Schulz
19433 Olander Road
Crosby, MN 56441
Lake Adney Residents

RECEIVED
By Stacy Westhoff at 11:11 am, Jul 15, 2026

Stacy Westhoff

To: Chris Pence
Subject: RE: Public Comment for July 16 Metting/ Planning Committee/Board of Adjustment

---

From: Maria Mitchell <mariasmitchell@yahoo.com>
Sent: Tuesday, 14 July 2026 13:26:05
To: Jamie Lee <Jamie.Lee@crowwing.gov>; Rosemary Franzen <Rosemary.Franzen@crowwing.gov>; coadmin <coadmin@crowwing.gov>
Cc: Philip Mitchell <mitchell32276@gmail.com>; Frederick Mitchell <fmitch214@gmail.com>; Paula Mitchell <paulamitchell538@yahoo.com>
Subject: Public Comment for July 16 Metting/ Planning Committee/Board of Adjustment

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

Madame Chair, Vice Chair, and County Administrator;

Attached please the public comment for Adney Lake,

Respectfully,
Maria Mitchell

Ms. Maria Mitchell
Mr. Philip Mitchell
32276 Adney Lake Rd.
Crosby, MN 56441-2409

July 12, 2026

Crow Wing County Commissioners,
Hon. Jammie Lee, County Commissioner, District 5

SENT VIA EMAIL

Re: Opposition to Variance Request for Driveway within Shore Impact Zone and Access Corridor – Lake Adney, Public Comments for July 16, 2026 at 3:00 p.m.

Dear Crow Wing County Commissioners,

I urge the Board to deny both requested variances and the Conditional Use Permit for the proposed Adney Lake Conservancy First Addition. Their request is to create a commercial property. The land is not currently zoned for commercial use as a resort[1]. The property is currently being advertised as a vacation rental prior to receiving this authorities' approval.[2] Please see exhibits 1 and 2 below.

Exhibit 1

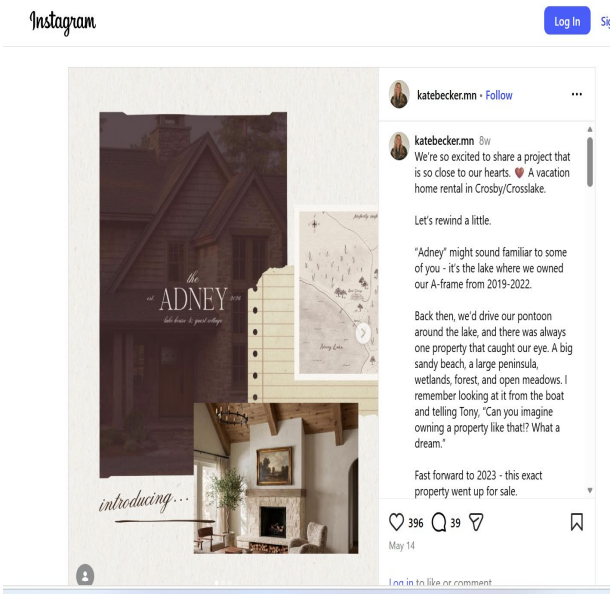
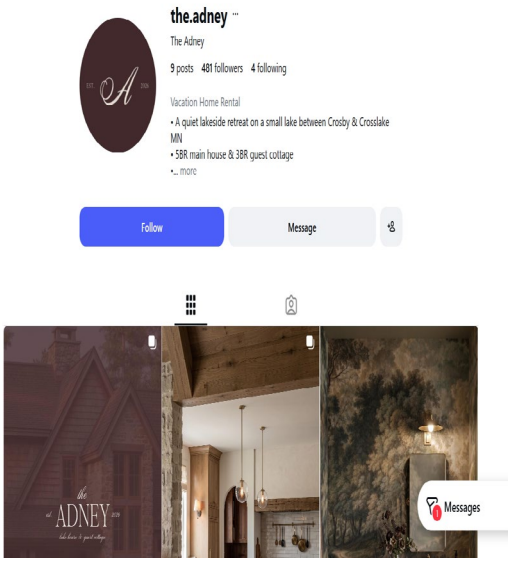


Exhibit 2



[1] (1) Instagram ;"The Adney" **The Adney** is a custom-built, luxury vacation rental located on the shores of Lake Adney between Crosslake and Crosby, Minnesota. The property features a 5-bedroom main house and a 3-bedroom guest cottage, and reservations are set to open in Fall 2026. [1, 2, 3]

[2]

The Crow Wing County Shoreland Ordinance establishes clear standards for access corridors and prohibits driveways within the Shore Impact Zone to protect water quality, preserve natural shoreline vegetation, reduce erosion, and maintain the scenic and peaceful character of our lakes. These standards exist to benefit not only the individual property owner but also neighboring landowners and the public.

In this case, the applicant is requesting relief from two important shoreline protections. These are not minor adjustments but significant departures from the ordinance that are necessary for the proposed development to proceed. The staff report itself states that the Conditional Use Permit becomes null and void if either variance is denied, demonstrating that the development cannot comply with the existing ordinance without special exceptions.

The proposal would create a four-lot “conservation” development with a common lot and four permanent mooring spaces. While conservation developments can be appropriate when they truly preserve shoreline resources, granting variances that reduce shoreline protections appears inconsistent with the intent of the Shoreland Ordinance.

Conservation should not require weakening the very regulations designed to protect Adney Lake.

As neighboring property owners, we purchased our properties with the expectation that the county’s shoreline regulations would be consistently enforced. Those regulations protect our investment, our quiet enjoyment of our homes, the natural beauty of the lake, and the environmental quality of the shoreline. As property owners we have relied on these regulations for over 60 years and the regulations are at the heart of the quiet enjoyment of our two homes.

Approving these variances would establish a precedent that could encourage similar requests in the future, gradually eroding the shoreline protections that have helped preserve Adney Lake for decades.

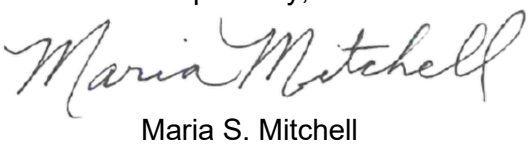
I am also concerned about the impact this proposal could have on the nesting loons on Adney Lake. Loons are currently nesting in the vicinity of the proposed development, and neighboring property owners have observed them returning to this area year after year. Nesting loons are particularly sensitive to shoreline disturbance, increased boat traffic, noise, and human activity during the breeding season.

The proposed four-lot commercial development within the Shore Impact Zone would increase activity along this portion of the lake. I respectfully ask the Board to carefully consider whether approving these variances is consistent with the County’s responsibility to protect the natural resources, wildlife habitat, and environmental quality that the Shoreland Ordinance is intended to preserve.

Adney Lake is valued not only for its residential character and history but also for its wildlife and natural beauty. Protecting the nesting loon habitat benefits the entire community and helps preserve the qualities that make this lake a special place to live.

For these reasons, we respectfully ask the Board to deny the requested variances and the associated Conditional Use Permit and uphold the protections established by the Crow Wing County Shoreland Ordinance.

Respectfully,



Philip T. Mitchell

Maria S. Mitchell

Lake Adney Property Owner

Philip T. Mitchell

Lake Adney Property Owner

RECEIVED
By Stacy Westhoff at 11:21 am, Jul 15, 2026

Stacy Westhoff

From: Mike Baker <msp1mlb@gmail.com>
Sent: Tuesday, July 14, 2026 3:44 PM
To: PCBOA
Subject: Opposition to variance requests Parcel 60320512
Attachments: 80575070177__EE4B9AA0-4275-4062-9A1E-A0ED70CE7B81.jpeg

You don't often get email from msp1mlb@gmail.com. Learn why this is important

Dear Crow Wing Planning Commission/Board of Adjustment:

This serves as written notice of my extreme opposition to the variance requests for 18835 Marie Lane, Crosby MN 56441, Parcel 60320512, Crow Wing County.

The owner`s request for permission to construct an access corridor and a driveway within the shore impact zone must be denied as it would create a severe environmental threat to our lake and the wildlife we love.

Attached is a map showing this plan. The road itself would result in the removal of natural vegetation which serves as important habitat and a runoff filteration in the shoreline buffer zone.

As a homeowner on Adney Lake, I also strongly opposed the dock and five slips being proposed off the requested roadway.

This, combined with public marketing of The Adney, as a vacation rental, is evidence the proposed variances are not to accommodate a private residence but rather a business.

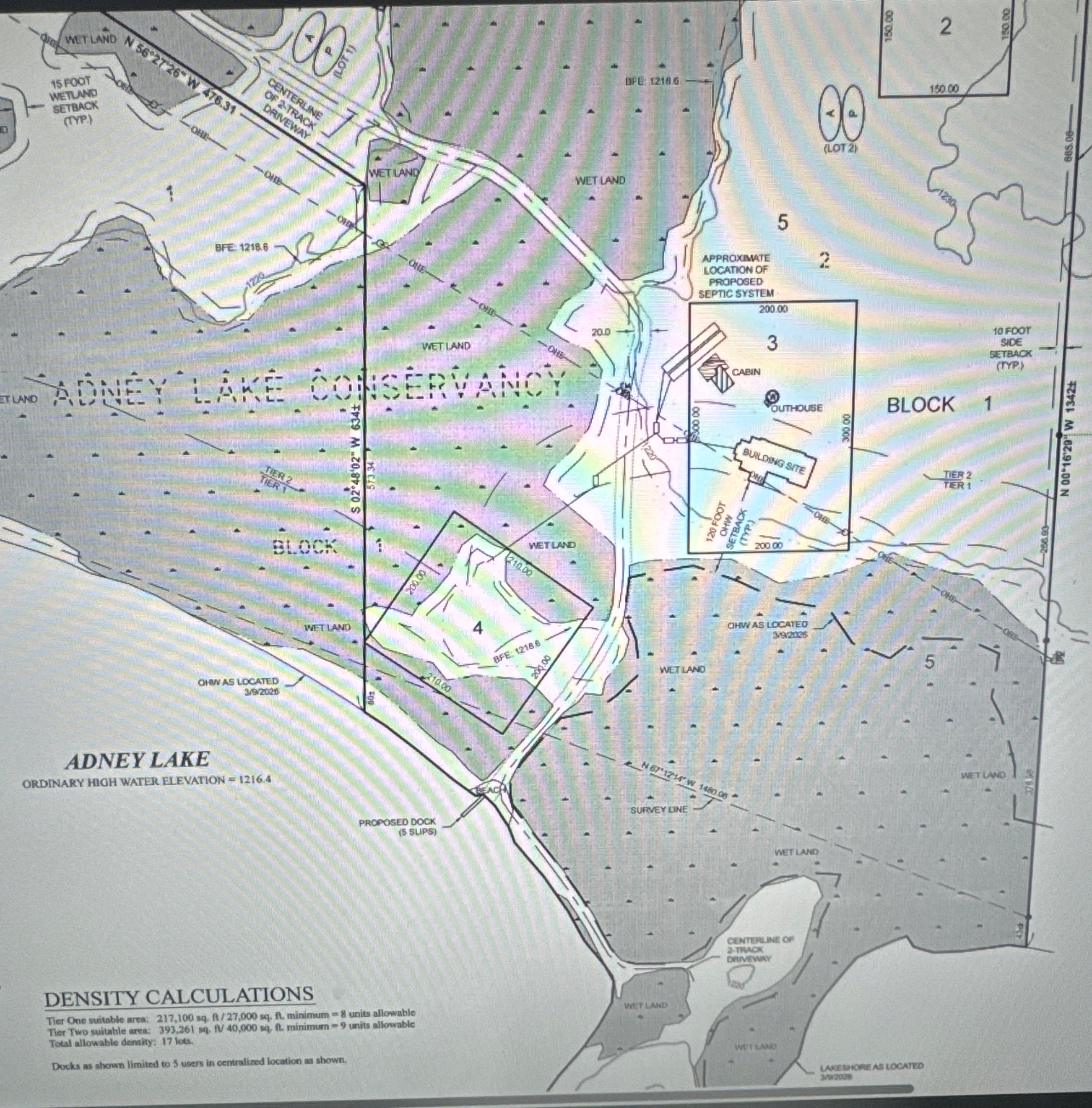
Myself, and many other Adney Lake Association members, strongly advocate for the Commission to uphold the Crow Wing County Shoreland Management rules to protect our pristine water quality and preserve our shoreline.

Adney Lake is home to loons for which we have a registered nesting platform located within the proximity of the proposed project.

This project fails to meet established standards and I urge the Board to deny the variances requested for this project.

Respectfully,
Mike Baker

ADNEY LAKE CONSERVANCY



ADNEY LAKE

ORDINARY HIGH WATER ELEVATION = 1216.4

DENSITY CALCULATIONS

Tier One suitable area: 217,100 sq. ft / 27,000 sq. ft. minimum = 8 units allowable
Tier Two suitable area: 393,261 sq. ft/ 40,000 sq. ft. minimum = 9 units allowable
Total allowable density: 17 lots.

Docks as shown limited to 5 users in centralized location as shown.

RECEIVED
By Stacy Westhoff at 8:18 am, Jul 16, 2026

Stacy Westhoff

From: Mary K. <mkbassocinc@aol.com>
Sent: Wednesday, July 15, 2026 4:33 PM
To: PCBOA
Subject: the Point Hearing
Attachments: Adney Lake letter to Crow Wing Cty Commissioners .docx

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

To whom it may concern: I was given this email to which I could forward my letter of opposition to be entered into the July 16th hearing regarding Adney Exchange Holding Co LLC represented by Tony Becker. Mr Becker's company is requesting a Variance and Conditional Use Permit. The attached letter presents opposition I represent.
I am not able to attend the meeting but ask t be assured my letter will be entered and heard regarding the people I represent.
Thank you,
Mary K. Murray Boyd

Mary K. Murray Boyd

32102 Adney Lake Rd.

Crosby, MN 56441-0908

July 14, 2026

Crow Wing County Board of Commissioners

Attn: Commissioner Jamie Lee, District 5

Land Services Department

Re: Opposition to Variance and Conditional Use Permit requested by Adney Exchange Holding Co LLC

Dear Crow Wing County Commissioners,

I submit this letter on behalf of myself, my family and the Adney Lake Association. We wish to convey to you our absolute opposition to the request for a Variance and a Conditional Use Permit by the Adney Exchange Holding Co LLC for commercial use. There is no hardship.

Our family has owned property on Adney Lake since 1940. It is a community of caregivers and caretakers of the land as well as the lake. The granting of such a request would allow endangering the ecosystem; loss of shoreline, animal, birds and fish habitats plus add pollution.

This request fails to meet the core legal requirements established in the Crow Wing County's Land Use Ordinance. The party's attempt to

bypass regulations and ordinances presently in place present the potential to not only disrupt the community in tandem with nature relationship we now have on Adney Lake, but to encourage such requests be made for other small healthy and well- kept lakes in Minnesota. Research revealed that where such requests have been granted what followed included destruction of animal habitats, shoreline vegetation and increase in pollution among the negative changes to the ecosystem. Included also was the disruption to quiet, relaxing and educational safe space for families.

Out ordinance clearly states its purpose is to protect, preserve and enhance the quality of our lakes for future generations. Please do not jeopardize nor violate that stated purpose for now and generations to come. **Please VOTE NO!**

Respectfully,

Mary K. Murray Boyd, Adney Lake Landowner

Adney Lake Association, President

RECEIVED
By Stacy Westhoff at 8:56 am, Jul 16, 2026

Stacy Westhoff

From: Mary Jo Fritsvold <frittymj@msn.com>
Sent: Thursday, July 16, 2026 8:34 AM
To: PCBOA
Subject: Parcel Number: 60320512/Adney Exchange Holding Co LLC

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

Dear Crow Wing County Commissioners,

We are submitting this letter as we oppose the variance for a driveway within the shore impact zone.

My husband and I have been Adney Lake owners since 2011, and permanent residents since 2019. My husband has been monitoring and reporting our water clarity through MPCA since 2022.
We are both responsible for deploying our registered ANP (artificial nesting platform) for our resident loons.

Merriam-webster dictionary generally refers to "hardship" as more than a minor inconvenience. There is no hardship in this particular case.

The owners are already advertising this property as it is being built on social media as "The Adney" vacation home rental (VRBO), which conflicts with their story of making this a conservancy.

MPCA and DNR heavily prioritize maintaining natural shorelines, as native roots secure soil and filter out algae-blooming nutrients.
Vegetation removal, grading, or construction within this zone (SIZ) is often restricted to help protect the shoreline.

ANP's prefer quiet shorelines with limited disturbances from people, especially during nesting season. Loons are sensitive to habitat changes. Shoreline regulations and protected shoreline buffers can help maintain suitable loon habitat. Threats to loon habitat include shoreline development and loss of natural vegetation along with water pollution that reduces water clarity.

For the reasons stated above, we respectfully request you deny the variance for a driveway within the shore impact zone.

Mary Jo and Mark Fritsvold
18340 Whispering Pines Lane
Crosby, MN 56441

RECEIVED
By Stacy Westhoff at 10:27 am, Jul 16, 2026

Jeff Boyd

32102 Adney Lake Rd.

Crosby, MN 56441-0908

July 14, 2026

Crow Wing County Board of Commissioners
c/o Land Services Department

Re: Opposition to Requested Variances by Adney Exchange Holding Co. LLC

Dear Crow Wing County Commissioners,

I respectfully request that the Board deny the two variance requests submitted by Adney Exchange Holding Co. LLC for the proposed Adney Lake Conservancy development.

As a neighboring property owner on Adney Lake, I have a strong interest in the consistent application of the County's shoreland ordinances and the long-term protection of the lake's natural resources. I appreciate the applicant's stated commitment to prairie restoration, wetland preservation, and open space, and my comments are not directed toward those conservation goals. Rather, they are directed solely to whether the requested variances satisfy the legal standards established by Minnesota law and the Crow Wing County Land Use Ordinance.

According to the application materials before the Board, the requested variances are to:

• Reduce the required 50-foot access corridor to 20 feet under Article 33.9(B)(5)(b);

• Allow a driveway within the Shore Impact Zone, where Article 11.21(B)(3) prohibits driveways.

Minnesota Statute § 394.27 provides that a variance may be granted only when 'practical difficulties' exist. In determining whether practical difficulties exist, the statute directs the Board to consider whether (1) the proposed use is reasonable, (2) the landowner's difficulty is due to circumstances unique to the property and not created by the landowner, and (3) the variance, if granted, will be in keeping with the spirit and intent of the ordinance.
Based on my review of the application materials, I do not believe the record currently

before the Board demonstrates that these required findings can be made for the requested variances.

The application describes the proposed site layout and the environmental benefits of the overall conservation development. However, I do not believe the record clearly establishes why these specific departures from the ordinance are necessary or why a compliant design would not be feasible. The property encompasses approximately twenty-three acres, yet the materials do not explain why the development cannot reasonably be redesigned to comply with the ordinance or why less extensive relief would not accomplish the applicant's objectives.

The requested reduction of the required access corridor from 50 feet to 20 feet is substantial. Likewise, permitting a driveway within the Shore Impact Zone would allow development in an area where the ordinance is intended to protect shoreline vegetation, water quality, wildlife habitat, and the natural character of Adney Lake.

I am also concerned that approving these requests could make it more difficult to apply these same ordinance standards consistently to future shoreline developments throughout Crow Wing County.

I recognize the environmental benefits described in the proposed conservation development and would welcome a project that complies with the County's ordinances. However, conservation objectives alone cannot substitute for the findings required by Minnesota Statute § 394.27 to justify granting a variance.

For these reasons, I respectfully request that the Board deny the requested variances with prejudice.

Thank you for your thoughtful consideration of these comments and for your continued service to the residents of Crow Wing County.

Respectfully submitted,

Jeff Boyd

ATTACHMENT A – Executive Summary of Key Findings

• The record does not clearly demonstrate practical difficulties as required by Minnesota Statute §394.27.

• The requested relief is substantial: a 20-foot access corridor where 50 feet is required, and a driveway within the Shore Impact Zone where driveways are generally prohibited.

• The application does not clearly explain why a compliant design or lesser relief is not feasible.

• The requested variances appear inconsistent with the purposes of the applicable shoreland ordinances.

ATTACHMENT B – Comparison of Requested Variances

Ordinance	County Requirement	Applicant Request	Why It Matters
Article 33.9(B)(5)(b)	50-foot access corridor	20-foot corridor	60% reduction from adopted standard
Article 11.21(B)(3)	No driveway in Shore Impact Zone	Driveway requested	Protects sensitive shoreline area

RECEIVED
By Stacy Westhoff at 12:50 pm, Jul 16, 2026

Stacy Westhoff

Subject: RE: Adney Lake

-----Original Message-----
From: BRAD CARLEEN PETERSON <petebc5@msn.com>
Sent: Thursday, July 16, 2026 12:02 PM
To: LandservicesVM <Landservices@crowwing.gov>
Subject: Adney Lake

[You don't often get email from petebc5@msn.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello, I'm trying to send an email about my concerns for the Adney Lake Conservancy. It appears to me that the variances wanted are for financial, not hardship. This goes against county and state code. They are already advertising renting out the property.
Brad Peterson

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 Variance application was approved by the Planning Commission/Board of Adjustment on July 16, 2026 for a 20 foot wide access corridor where 50 foot is required (Article 33.9 (B)(5)(b)) and a driveway within shore impact zone, where no driveways are allowed. (Article 11.21 (B)(3). To allow the Preliminary Plat of "Adney Lake Conservancy First Addition". Any modifications to this Variance in the future will require an amendment to the Variance.

Conditions:

1. **The 20' wide access corridor ends at the beach**
2. **No motorized vehicles can be utilized to access the peninsula from the beach**
3. **Update the survey to show the driveway from the peninsula to the beach is not a driveway and dock limited to 4 mooring spaces.**

Date: 7/17/2026

Chris Pence – Environmental Service Manager

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

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 Conditional Use Permit application for a Conservation Development was approved on July 16, 2026, by the Planning Commission/Board of Adjustment. You are required to obtain all permits prior to construction activities. Any modifications to this Conditional Use Permit in the future will require an amendment to the Conditional Use Permit.

CONDITIONS:

1. **This conditional use permit is for the conservation design development of "Adney Lake Conservancy First Addition" consisting of 5 total lots (4 residential lots and 1 common lot)**
2. **Applicant gives the Land Services Department permission to enter said property to perform inspections of the property to verify compliance with this conditional use permit.**
3. **Land use permits must be obtained from the Land Services Department prior to the construction of future structures.**
4. **This conditional use permit is null and void if the Planning Commission/Board of Adjustment denies the variance request for 20-foot-wide access corridor where 50 foot is required (Article 33.9 (B)(5)(b)) and a driveway within shore impact zone, where no driveways are allowed (Article 11.21 (B)(3)**
5. **A plat must be approved by the County Board of Commissioners if the individual lots are to be sold individually.**
6. **The development is approved for 4 permanent mooring spaces and is to be consolidated to a common dock as shown on the certificate of survey dated 5/13/2026.**
7. **Uncontrolled beaching of watercraft is prohibited as part of open space preservation as a condition of the plat, in harmony with Article 33.7 B of the Land Use Ordinance.**
8. **The long-term management plan must be effectively implemented**
9. **An owner's association shall be legally established through covenants and declarations and shall be recorded at the time the plat is recorded. The recorded document shall state that each of the 4 residential lots has a 1/4 ownership in the common lot. The recorded document shall also state how the association will manage common infrastructure such as septic systems, road maintenance, dock maintenance and other commonly owned infrastructure. The County is not responsible for enforcing the recorded covenants and declarations.**
10. **The 20' wide access corridor ends at the beach**
11. **No motorized vehicles can be utilized to access the peninsula from the beach**
12. **Update the survey to show the driveway from the peninsula to the beach is not a driveway and dock limited to 4 mooring spaces.**

Date: 7/17/2026

Chris Pence Environmental Services Manager

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 Preliminary Plat of "Adney Lake Conservancy First Addition" with 4 lots and 1 Outlot has been recommended for approval to the County Board of Commissioners on July 16, 2026, by the Planning Commission/Board of Adjustment. Your application will now be placed on the July 28, 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: 7/17/2026

Chris Pence Environmental Services Manager

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 28, 2026

Land Services	Gary Griffin
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Great North Communications LLC – Rick Adams – Gobblers Storage Addition –Preliminary Plat

PREVIOUS ACTION:

July 16, 2026– The Planning Commission/Board of Adjustment made a motion to recommend approval of the preliminary plat of “Gobblers Storage Addition” – Consisting of 12 lots and 2 Outlots to the County Board of Commissioners. The Planning Commission/Board of Adjustment also approved a conditional use permit for Commercial Storage Buildings and variance to allow the buildings to be 50 feet from the east line where 100 feet is required.

COMMENTS:

One comment from the public

Comments from the Highway, MNDOT and Land Services Special Operations

Legal Description:

Lot 8 Block 1 of Anderson Acres

Section 24 Township 135 Range

Lake Edward Township

PID: 73240513

RECOMMENDED BOARD ACTION:

Approve the preliminary plat of “Gobblers Storage Addition” – Consisting of 12 lots and 2 Outlots

Approximate length of presentation: 5 Minutes

Property Owner: Great North Communications LLC – Rick Adams

Parcel Number: 73240513

Physical Address: 23324 County Road 3, Merrifield, MN 56465

Township: Lake Edward

Legal Description: Lot 8 Block 1 of Anderson Acres
Section 24 Township 135 Range

Development Review Team Meeting: 4/13/2026
Variance Application Submitted: 6/10/2026
- 60 Day Action Deadline: 8/09/2026

Conditional Use Permit Application Submitted: 5/28/2026
- 60 Day Action Deadline: 7/27/2026

Preliminary Plat Application Submitted: 6/10/2026
- 60 Day Action Deadline: 8/09/2026

60 Day Waiver: N/A
Wetland: No wetland letter 6/18/2026
County Board Meeting: 7/28/2026

Land Use District: Commercial

Adjacent Land Use:
North: Commercial
South: Commercial
East: Shoreland
West: Commercial Industrial

Existing Impervious Coverage: 8.1%
Proposed Impervious Coverage: 28.0%

Request:
Variance:
- Setback of 50 feet where 100 is required from residential to storage building

Conditional Use Permit:
- Commercial Storage Buildings – Consisting of 11 buildings

Preliminary Plat:
- “Gobblers Storage Addition” – Consisting of 12 lots and 2 Outlots

Potential Conditions:
Variance
- None

Conditional Use Permit

1. This conditional use permit is for a commercial storage facility to include the following:
    a. 11 commercial storage buildings
2. Applicant gives the Land Services Department permission to enter said property to perform inspections of the property to verify compliance with this conditional use permit.
3. A land use permit must be obtained from the Land Services Department prior to the construction of future structures.
4. A Land Use Permit to construct the building on lot 11 cannot be issued until the existing structure on lot 14 is removed.
5. Lots 12, 13 or 14 cannot have any future storage facility structures.
6. Implement an erosion and sediment control plan utilizing best management practices (BMP's) prior to construction and dirt moving activities. The plan must be approved by the County. The BMP's must remain in place until all disturbed soils are stabilized.
7. A stormwater management plan, according to Article 41 of the Land Use Ordinance, and as approved by County staff at the time of land use permits, must be implemented by the time of permit expiration (2 years) or upon substantial completion of the project, whichever is sooner.
8. The applicant shall be required to conform to all aspects of Article 16 of the Land Use Ordinance (Commercial and Commercial-Industrial District Standards)
9. Maximum building height is 35 feet.
10. Structures must meet the 35-foot ROW setback and 50-foot side yard setback (to residentially zoned property)
11. Screening along the residentially zoned property line to the south must be effectively implemented within 1 year, meeting all requirements of Article 36.

Preliminary Plat

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. Lots 12, 13 or 14 cannot have any future storage facility structures.
4. A Land Use Permit to construct the building on lot 11 cannot be issued until the existing structure on lot 14 is removed.
5. 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.
6. Documentation of plat monuments completed
7. Title Commitment (Before Final Plat)

6/30/2026 On-Site Comments: Auge, Maske, Larson, Pence, Dunlap, Westhoff

- Notification published in the Brainerd Dispatch on 6/20/2026
- Parcel is adjacent to other commercial properties.
- Residential parcels within 100 feet have similar structures as proposed project.
- Planned frontage road is unique to the property and not caused by owner. This sets back the buildable area.

Permit History:

- 12/19/2024 – Public Hearing: Conditional use permit for a 189-foot telecommunications tower structure – Approved with conditions
- 4/25/2025 – Sign/Tower permit for 162 sq ft base next to the tower and placement of 9 antennas

Agencies Notified and Responses Received:
CWC Highway Department: Comment received 7/01/2026
SWCD: No comment received as of 7/09/2026
Lake Edward Township: No comment received as of 7/09/2026
MnDOT: One comment received 6/11/2026
CWC Land Services: One comment received 6/11/2026

Public Hearing notifications:
Published in the Brainerd Dispatch on 07/01/2026
Mailing notification sent on 7/02/2026 to owners in a ½ mile radius of parcel.

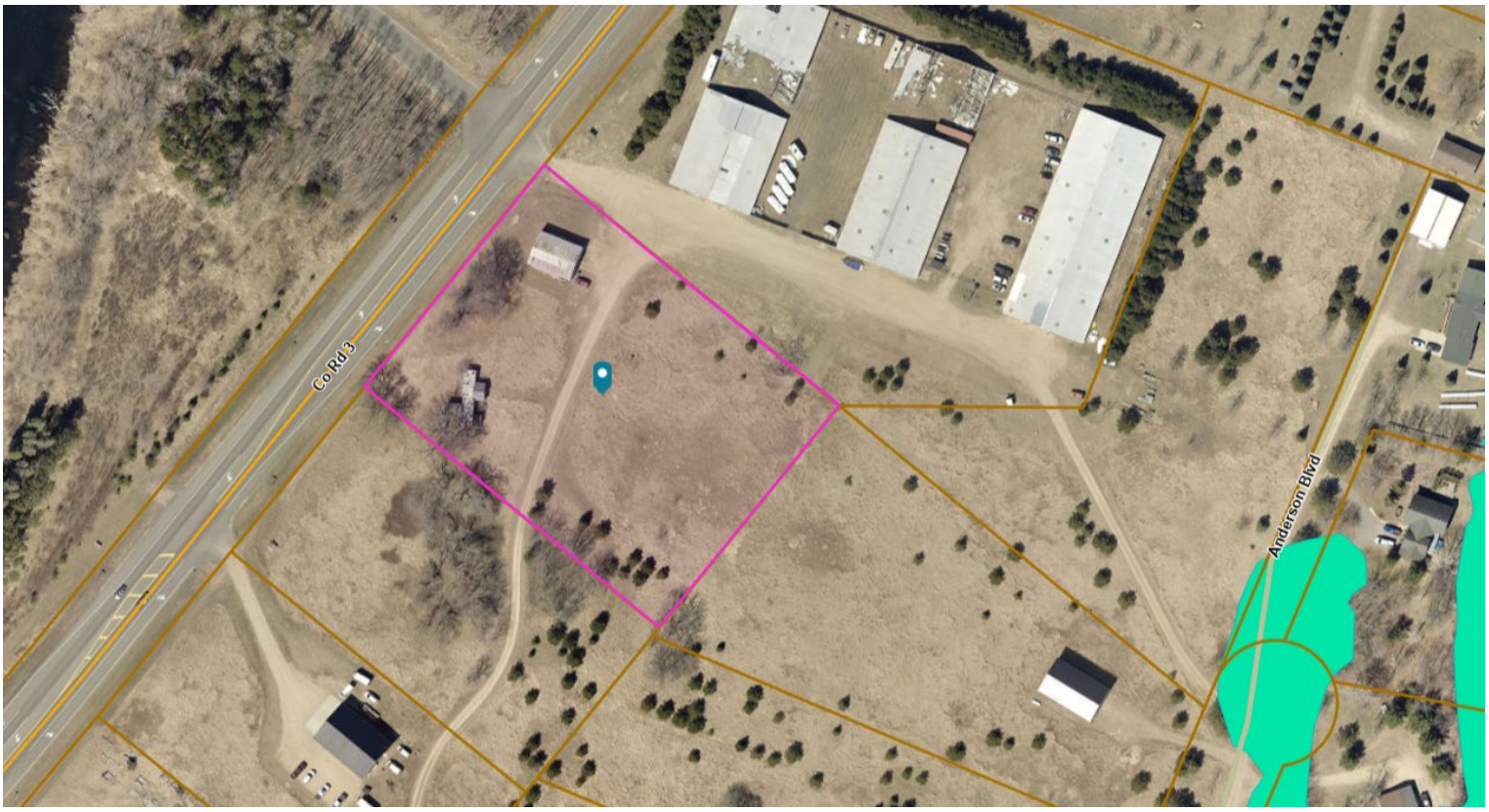
Per findings of fact discussed 7/16/2026, the application submitted 6/09/2026, the staff report, on-site conducted 6/30/2026, public testimony, and as shown on the Certificate of Survey 6/16/2026; Located in Lake Edward Township, Crow Wing County, Minnesota

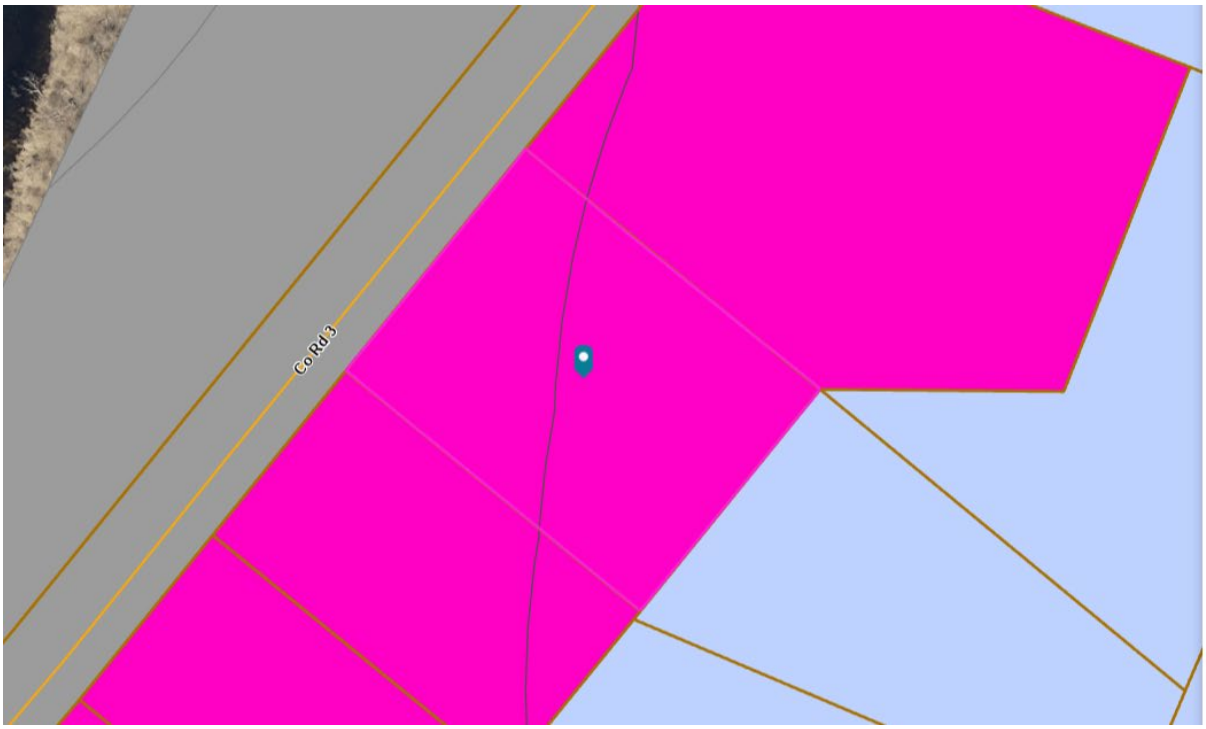

Edward (18-305 P)
GD
Co Rd 3
Acorn Dr
Co Rd 3
Bass (18-306 P)
RD
Co Rd 3
Anderson Blvd
Acorn Ridg
Swan Ln
Co Rd 3
Co Rd 3
Half Moon Dr
Bass Lake Rd
Bass Lake Rd
Ricks Rd
18-336 W
Half Moon Dr
Co Rd 3
Bass Lake Rd
Co Rd 4
Co Rd 3
Homestead Rd
18-555 P


Edward (18-305 P)
GD
Co Rd3
Acorn Dr
Co Rd
Bass (18-306 P)
RD
Co Rd 3
Anderson Blvd
Swan Ln
Co Rd 3
Co Rd 3
Half Moon Dr
Bass Lake Rd
Bass Lake Rd
Ricks Rd
18-336 W
Half Moon Dr
Co Rd 3
Bass Lake Rd
Co Rd 4
Co Rd 3
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
25,000


LAKE EDWARD
Co Rd 3
Anderson Blvd


LAKE EDWARD
Co Rd 3
1220





City
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

PRELIMINARY PLAT

GOBBLERS STORAGE ADDITION

PRELIMINARY PLAT NOTES

OWNER/DEVELOPER

GREAT NORTH COMMUNICATIONS LLC

1635 PONTO LAKE RD NE

BACKUS, MN 56435

LAND SURVEYOR

CURTIS P. SANOW

WIDSETH

7804 INDUSTRIAL PARK RD

BAXTER, MN 56425

PROPERTY LEGAL DESCRIPTION

LOT 8, BLOCK 1, ANDERSON ACRES
SECTION 24, TOWNSHIP 135, RANGE 28

AREA

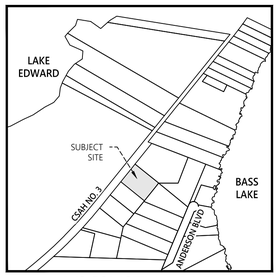
120,000 SQ. FT. (2.75 ACRES)

ZONING

COMMERCIAL DISTRICT

DATE

JUNE 16, 2026



VICINITY MAP

SEC 24, TWN 135, RGE 28
CROW WING COUNTY, MINNESOTA

N

0 30 60

SCALE IN FEET

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CROW WING COUNTY COORDINATE DATABASE NAD 83

- DENOTES FOUND IRON MONUMENT
- DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON PIPE SET AND MARKED BY RLS #59005
- WATER WELL
- ELECTRIC METER
- TRANSFORMER
- TELECOM PEDESTAL
- NATURAL GAS METER
- SIGN - SINGLE
- GUARD POST (BOLLARD)
- CHAINLINK FENCE
- WOOD FENCE
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- GRAVEL SURFACE
- PROPOSED GRAVEL SURFACE



Lot Number	Lot Size (Sq. Ft.)	Proposed Building Size	Building Area (Sq. Ft.)	Proposed Building Height
1	2,643	30 x 48	1440	22
2	2,812	30 x 48	1440	22
3	8,856	30 x 48	1440	22
4	3,676	30 x 40	1200	22
5	3,880	30 x 40	1200	22
6	3,880	30 x 40	1200	22
7	3,676	30 x 40	1200	22
8	12,229	40 x 64	2560	24
9	5,123	40 x 64	2560	24
10	5,591	40 x 64	2560	24
11	6,045	40 x 64	2560	24
12	4,900	NA	NA	NA
13	34,499	NA	NA	NA
14	22,190	NA	1738 (Existing)	15.8 (Existing)

IMPERVIOUS CALCULATIONS:

TOTAL AREA = 120,000 SQ.FT. (2.75ACRES)

EXISTING CONDITIONS:
IMPERVIOUS COVERAGE = 9,733 SQ. FT.
BUILDING = 1,738 SQ. FT.
CONCRETE = 213 SQ. FT.
GRAVEL = 7,664 SQ. FT.
BITUMINOUS = 118 SQ. FT.
IMPERVIOUS PERCENTAGE = 8.1 %
(9,733 / 120,000 = 0.0811)

PROPOSED CONDITIONS:
IMPERVIOUS COVERAGE =33,615 SQ.FT
BUILDINGS = 21,098 SQ. FT.
CONCRETE =213 SQ.FT.
GRAVEL = 12,186 SQ. FT.
BITUMINOUS = 118 SQ. FT.
IMPERVIOUS PERCENTAGE = 28.0 %
(33,615 / 120,000 = 0.2801)

DENSITY CALCULATIONS: (STORAGE BUILDINGS):

ONE BUILDING FOR EVERY .25 ACRES
120,000 SQ. FT. / 10,890 SQ. FT. = 11.01 UNITS = 11 UNITS

SURVEYOR'S NOTES:

THE BUILDABLE AREA FOR THE SUBJECT SITE IS 70,172 SQ. FT.

ACCORDING TO BRADY HAUKOS, MINNESOTA WETLAND PROFESSIONAL IN TRAINING NO. 5359, THERE ARE NO WETLANDS ON THE SUBJECT SITE.

WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

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7511







GOBBLERS STORAGE OWNERS ASSOCIATION
A Planned Community

DECLARATION

Declaration is made in the County of Crow Wing, State of Minnesota, as of this ___ day of 2026, by Great Northern Communications LLC, a Delaware limited liability company ("Declarant") pursuant to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the "Act"), for the purpose of creating GOBBLERS STORAGE OWNERS ASSOCIATION, LLC as a planned community under the Act.

WHEREAS, Declarant is the owner of certain real property located in Crow Wing County, legally described in **Exhibit A** and illustrated by **Exhibit A-1** attached hereto, and all improvements thereon (collectively, the "Property");

WHEREAS, Declarant intends by this Declaration to establish covenants, restrictions, easements, charges, and liens to run with the Property and that the Property be owned, used, occupied, and conveyed subject to these covenants, restrictions, easements, charges and liens;

WHEREAS, the Property is not subject to a master association as defined in the Act; and

WHEREAS, the Property is not subject to an ordinance referred to in Section 515B.1-106 of the Act.

NOW THEREFORE, Declarant subjects the Property to this Declaration under the name "'Gobblers Storage Owners Association, LLC" declaring that this Declaration will constitute covenants to run with the Property and that the Property will be owned, used, occupied, and conveyed subject to the covenants, restrictions, easements, charges, and liens set forth herein, all of which will be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

SECTION 1

DEFINITIONS

The following words when used in the Governing Documents shall have the following meanings (unless the context indicates otherwise):

1.1. "'Act" means the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, as amended now and in the future.

1.2. "Assessments" means and refers to all assessments levied by the Association pursuant to Section 6 of this Declaration, including annual assessments, special assessments and limited allocation assessments.

1.3. "Association" means Gobbler Storage Owners Association, LLC, a limited liability company organized pursuant to the laws of the State of Minnesota, whose members consist of all Owners.

1.4. "Board" or "Directors" or "Board of Directors" means the Board of Directors of the Association as provided for in the Bylaws.

1.5. "Bylaws" means the Bylaws governing the operation of the Association, as amended from time to time.

1.6. "Township" means the Township of Lake Edward, Minnesota.

1.7. "Common Elements" means all parts of the Property, including all improvements thereto, except the Units, if any. The Common Elements as of the date of this Declaration are legally described in **Exhibit B** attached hereto.

1.8. "Common Expenses" means all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation to repair, replace and maintain the Common Elements, including without limitation, Assessments, allocations to reserves and those items otherwise identified as Common Expenses in this Declaration or in the Bylaws.

1.9. "Declarant" means Great Northern Communications LLC, a Delaware limited liability company, its successors and assigns a Declarant, including without limitation, any secured party that succeeds to the interests of Declarant as Declarant.

1.10. "Declarant Control Period" means the time period during which Declarant has the exclusive right to appoint the members of the Board, as described in Section 16.5.

1.11. "Eligible Mortgagee" means any Person owning a mortgage on any Unit, which mortgage is first in priority upon foreclosure to all other mortgages that encumber such Unit, and which has requested the Association, in writing, to notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.

1.12. "Governing Documents" means this Declaration, the Articles of Organization and Bylaws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.

1.13. "Limited Common Elements" means a portion of the Common Elements allocated by this Declaration or by operation of Section 5l SB.2-109(c) and (d) of the Act for the exclusive use of one or more, but fewer than all, of the Lots, as defined in Section 3.2.

1.14. "Lot" means any platted lot subject to this Declaration upon which a Unit is located or intended to be located, as shown on the Plat, including all improvements thereon. For the purposes of this Declaration, "Lot" does not include those certain “Lots 12 and 14” set forth on the Plat prepared by Widseth recorded on _____,2026 in the office of the County Recorder for Crow Wing County, Minnesota.

1.15. "Member" means any Person who is a member of the Association by virtue of being an Owner as defined in this Declaration. The words "Owner" and "Member" may be used interchangeably in the Governing Documents.

1.16. "Owner" means a Person who owns a Lot, but excluding contract for deed sellers, mortgagees, holders of reversionary interests in life estates and other secured parties within the meaning of the Act. The term "Owner" includes, without limitation, contract for deed purchasers and holders of a life estate. Notwithstanding anything in the Governing Documents to the contrary, Declarant shall have no obligation to occupy any Lots owned by it.

1.17. "Person" means an individual, corporation, limited liability company, partnership, trustee under a trust, personal representative, guardian, conservator, government, governmental subdivision or agency, or other legal or commercial entity capable of holding title to real estate.

1.18. "Plat" means the recorded plat depicting the Property pursuant to the requirements of Section 515B.2-l101(c) of the Act, including any amended or supplemental Plat recorded from time to time in accordance with the Act.

1.19. "Property" means all of the real property subjected to this Declaration, now or in the future, including all structures and improvements located thereon and any appurtenant easements set forth in Section 12 of this Declaration. The Property is legally described in **Exhibit A** attached hereto.

1.20. "Rules and Regulations" means the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6.

1.21. "Unit" means the improvement designed and intended for the Owner's storage purposes located within the boundaries of a Lot as set forth in Section 2.2 of this Declaration and as shown on the Plat but excluding Common Elements. Each Unit shall be constructed in accordance with the specifications set forth in Section 8 hereof

Any terms used in the Governing Documents and defined in the Act and not in this Section, will have the meaning set forth in the Act. References to section numbers refer to sections of this Declaration, unless otherwise indicated. References to the singular may refer to the plural, and conversely, depending on context.

SECTION2

DESCRIPTION OF LOTS AND RELATED APPURTENANCES

2.1 **Lots.** There are 14 Lots. All Lots, excluding Lots 12 and 14, and the Units constructed and maintained upon them, are restricted exclusively to use for personal storage purposes and incidental activities. Each Lot constitutes a separate parcel of real estate. **No additional Lots may be created by the subdivision, combination or conversion of Lots pursuant to Section 5158.2-112 of the Act.** The Lot identifiers and locations of the Lots are as shown on the Plat, which is incorporated herein by reference. The Lot identifier is its lot and block numbers as referenced on **Exhibit C.**

2.2 **Lot Boundaries.** The Lot boundaries shall be the lot lines designated on the Plat.

2.3 **Appurtenant Easements.** Each Lot and the Common Elements, and the rights of the Owners therein, is subject to the perpetual appurtenant easements described in Section 12.

SECTION3

COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND OTHER PROPERTY

3.1 **Common Elements.** The Common Elements, if any, and their characteristics are as follows:

a. All of the Property not included within the Lots constitutes Common Elements, including but not limited to any public roadway constructed by Declarant or the Association on any portion of the Property. The Common Elements are owned by the Association for the benefit of the Owners.

b. The Common Elements will be subject to (i) appurtenant easements for service, public, and private utilities and access, stormwater routes and ponds, use, and enjoyment in favor of each Lot and the Owners of the Lot; (ii) the rights of Owners in Limited Common Elements appurtenant to their Lots; and (iii) the right of the Association to establish reasonable Rules and Regulations governing the use of the Property, and components within its boundaries.

3.2 **Limited Common Elements.** The Limited Common Elements are those parts of the Common Elements reserved for the exclusive use of the Owners of the Lots to which they are allocated. The rights to the use and enjoyment of any Limited Common Elements are automatically conveyed with the conveyance of such Lots. The Limited Common Elements are described and allocated to Lots as follows:

a. Chutes, flues, ducts, pipes, wires, conduit or other utility installations, or any other components or fixtures lying partially within and partially outside the boundaries of a Lot, and serving only that Lot, are Limited Common Elements allocated to the Lot they serve. Any portion of such installations serving or affecting the function of more than one Lot or any portion of the Common Elements is a part of the Common Elements but is not a Limited Common Element.

b. Improvements such as driveways constructed by Declarant or the Association and any propane tanks installed to serve a single Lot or Lots, and authorized replacements and modifications thereof, if located outside the Lot's boundaries, are Limited Common Elements allocated exclusively to that Lot.

3.3 **Annexation of Other Property.** Real property may be annexed to the common interest community as Lots or Common Elements, or any combination thereof, and subjected to this Declaration, with the approval of (i) Owners (other than Declarant) of Lots to which are allocated at least sixty-seven percent (67%) of the votes in the Association and (ii) Declarant so long as Declarant owns any unsold Lot for sale.

SECTION 3A

FIXIBLE ELEMENTS

3A.1 Declarant reserves the right to add the following described real estate to the Common Interest Community: Lot14 Block 1, Gobblers Storage Addition, Crow Wing County, Minnesota

3A.2 The time limit to add the above real property is Twenty years unless extended pursuant to MN Statutes 315B.2-106(2).

3A.3 There are not limitations or any rights reserved herein except as may be imposed By law.

3A.4 Any buildings existing on Lot 14 Block 1 Gobblers Storage Addition, at the time of its addition to the Association may remain, but any other buildings or units erected on the additional real estate will be comparable with the existing developments in terms of style, quality of construction and principal materials.

3A.5 All restrictions in the declarations affecting use, occupancy and alteration of units will apply to units constructed on the additional real estate, after it is added to the Association.

3A.6 There are no assurances or representations made regarding the additional real estate described at 3A.1 if the same IS NOT added.

SECTION 4

ASSOCIATION MEMBERSHIP; RIGHTS AND OBLIGATIONS

Membership in the Association, and the allocation to each Lot of a portion of the votes in the Association and a portion of the Common Expenses of the Association, will be governed by the following provisions:

4.1 **Membership.** Each Owner will be a member of the Association solely by reason of owning a Lot, and the membership will be transferred with the conveyance of the Owner's interest in the Lot. An Owner's membership will terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Lot all such Persons will be members of the Association, but multiple ownership of a Lot will not increase the voting rights allocated to such Lot nor authorize the division of the voting rights.

4.2 **Voting and Common Expenses.** Voting rights and Common Expense obligations are allocated equally among the Lots, subject to Section 6.

4.3 **Appurtenant Rights and Obligations.** The ownership of a Lot will include the voting rights and Common Expense obligations described in Section 4.2. Said rights and obligations, and the title to the Lots, will not be separated or conveyed separately. The allocation of the rights and obligations described in this Section may not be changed, except in accordance with the Governing Documents and the Act. Any conveyance, encumbrance, judicial sale or other transfer of any allocated interest in a Lot, separate from the title to the Lot is void.

4.4 **Authority to Vote.** The Owner may cast the vote allocated to such Lot at meetings of the Association. However, if there are multiple Owners of a Lot, on]y the Owner or other individual designated pursuant to the provisions of the Bylaws may cast such vote. The voting rights of Owners are more fully described in the Bylaws.

SECTIONS

ADMINISTRATION

The administration and operation of the Association and the Property, including but not limited to the acts required of the Association, will be governed by the following provisions:

5.1 **General.** The operation and administration of the Association and the Property will be governed by the Governing Documents. The Association will, subject to the rights of the Owners set forth in the Governing Documents and the Act, be responsible for the operation, management and control of the Property. The Association will have all powers described in the Governing Documents, the Act and the statute under which the Association is incorporated. All power and authority of the Association will be vested in the Board, unless action or approval by the Owners is specifically required by the Governing Documents or the Act. All references to the Association will mean the Association acting through the Board unless specifically stated to the contrary.

5.2 **Operational Purposes.** The Association will operate and manage the Property for the purposes of (i) administering and enforcing the covenants, restrictions, easements, charges and liens set forth in the Governing Documents and the Rules and Regulations, (ii) maintaining, repairing and replacing those portions of the Property and other property for which it is responsible, and (iii) preserving the value, and the architectural uniformity and character, of the Property.

5.3 **Binding Effect of Actions.** All agreements and determinations made by the Association in accordance with the powers and voting rights established by the Governing Documents or the Act will be binding upon all Owners, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties.

5.4 **Bylaws.** The Bylaws, and any amendments thereto, will govern the operation and administration of the Association, and will be binding on all Owners.

5.5 **Management.** The Board may delegate to a manager or managing agent the management duties imposed upon the Association •s officers and directors by the Governing Documents but such delegation will not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

5.6 **Rules and Regulations.** The Board will have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property· provided, that the Rules and Regulations will not be inconsistent with the Governing Documents. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations will be deemed to be in furtherance, and not in limitation, of the authority

granted by this Section. New or amended Rules and Regulations will be effective only after reasonable notice thereof has been given to the Owners. The Board will have the power to amend the Rules and Regulations as provided in the Bylaws.

5.7 **Association Assets; Surplus Funds.** All funds and real or personal property acquired by the Association will be held and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves will be credited against future assessments or added to reserves, as determined by the Board.

5.8 **Resale Disclosure Certificates.** In the event of a resale of a Lot by an Owner other than Declarant, that Owner will furnish to the purchaser a resale disclosure certificate containing the information required by Section 515B.4-107(b) of the Act. Within ten (10) days after a request by an Owner or the Owner's authorized representative, the Association will furnish the resale disclosure certificate. The Association may charge a reasonable fee for furnishing the resale disclosure certificate and any documents related thereto.

SECTION6

ASSESSMENTS

6.1 **General.** Assessments will be determined and assessed against the Lots by the Board, in its discretion, subject to the limitations set forth in Section 6.2 and 6.3 and the requirements of the Bylaws. Assessments for Common Expenses will include annual Assessments and may include special Assessments. Assessments will be allocated among the Lots equally according to the Common Expense allocations set forth in Section 4.2., subject to the following qualifications:

a. Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element undertaken by the Association may be assessed exclusively against the Lot or Lots to which that Limited Common Element is assigned, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each Lot as permitted by Section 515B.3-1151(e)(l) of the Act.

b. Any Common Expense or portion thereof benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced or (iii) the actual cost incurred with respect to each Lot; provided however, if such Common Expense or portion thereof is part of a long-term or overall program that will ultimately benefit all of the Owners, the costs will be allocated as set forth in Section 4.2.

c. The costs of insurance may be assessed against the Lot and apportioned on the basis of risk or coverage; utilities for each lot will be separately metered and assessed by use.

d. Reasonable attorney's fees and other costs incurred by the Association in connection with (i) the collection of Assessments and (ii) the enforcement of the Governing

Documents, or the Rules and Regulations, against an Owner or Owner's guests, may be imposed upon an Owner or Owner's guest and may be assessed against the Owner's interest in the Lot. An Owner, if the Owner brings an unsuccessful action against the Association, is liable for the Associations' reasonable expenses as a result of such action. These expenses include attorney and paralegal fees and administrative costs.

e. Fees, charges, late charges, fines, and interest may be assessed as provided in the Governing Documents.

f. Assessments levied to pay a judgment against the Association may be assessed only against the Owner's at the time the judgment was entered, in proportion to their Common Expense liabilities.

g. If any damage to the Common Elements or another Lot is caused by the act or omission of any Owner, Occupant, or their invitees, the Association may assess the costs of repairing the damage exclusively against the Owner personally to the extent not covered by insurance.

h. If any installment of an Assessment becomes more than thirty (30) days past due, then the Association may, upon ten (l0) days' written notice to the Owner, declare the entire amount of the Assessment immediately due and payable in full.

i. If Common Expense liabilities are reallocated, Common Expense Assessments, and any installment thereof not yet due will be recalculated in accordance with the reallocated Common Expense liabilities.

j. Assessments under Subsections 6.l(a) through 6.l(h) will not be considered special Assessments as described in Section 6.3.

k. The Board also may assess any cost or charge against an Owner personally if this Declaration provides that such charge will be assessed against the Owner's Lot.

l. Real estate taxes are an included expense within this Section 6, and will be allocated accordingly among the Lots, unless such taxes are assessed individually to the Lots by the local taxing authorities. The taxes must be paid or escrowed monthly as with other Common Expenses.

6.2 **Annual Assessments.** Annual Assessments will be established and levied by the Association, through the Board, subject only to the limitations set forth in Subsections 6.2 and 6.3. The Board will establish Assessments on or before December 15 of each year and at such other times as in the judgment of the Board additional Assessments are required for the proper management, maintenance and operation of the Property. The annual Assessments will be payable on or before the first (1st) of March each year, unless otherwise prescribed by a resolution of the Board. Annual Assessments will provide, among other things, for an adequate reserve fund for the replacement of the Common Elements, and those parts of the Lots for which the Association is responsible and an operating reserve fund.

a. Until a Common Expense Assessment is levied, Declarant will pay all accrued expenses of the Association.

b. Declarant hereby establishes an alternative Assessment program as permitted by Minn. Stat., § 515B.3-1l5l(a)(2)(i). Specifically, Declarant's Common Expense liability and the corresponding Assessment lien against the Lots owned by Declarant is limited to: (1) paying when due an amount equal to the full share of the replacement reserves allocated to Lots owned by Declarant, as set forth in the Association s annual budget; and (2) paying when due all accrued expenses of the Association in excess of the aggregate Assessments payable with respect to Lots owned by Persons other than Declarant. This alternative Assessment program shall not affect Declarant's obligation to make up a deficit in accordance with Minn. Stat. § 5I5B.3-1151 (a)(2). The alternative Assessment program shall terminate upon the termination of the Declarant Control Period.

c. After a Common Expense Assessment is levied, the annual Assessment may be subsequently increased by the Board as provided for in this Declaration.

6.3 **Special Assessments.** In addition to annual Assessments, and subject to the limitations set forth hereafter, the Association, through the Board, may levy in any Assessment year a special Assessment against all Lots equally for the purpose of defraying in whole or in part (i) the cost of any unforeseen and unbudgeted Common Expense, (ii) general or specific reserves for maintenance repair or replacement, and (iii) the maintenance, repair or replacement of any part of the Property, and any fixtures or other property related thereto.

6.4 **Liability of Owners for Assessments.** The obligation of an Owner to pay Assessments will commence when the Owner acquires title to the Lot. The Owner of the Lot at the time an Assessment is payable with respect to the Lot will be personally liable for the share of the Common Expenses assessed against such Lot. Such liability will be joint and several where there are multiple Owners of the Lot. The liability is absolute and unconditional. No Owner js exempt from liability for payment of Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Lot, by the waiver of any other rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents.

6.5 **Assessment Lien.** The Association has a lien on a Lot for any Assessment levied against that Lot from the time the Assessment becomes due. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association are liens and are enforceable as Assessments, under this Section. Recording of this Declaration constitutes record notice and perfection of any lien under this Section, and no further recordation of any notice of or claim for the lien is required. The release of the lien wi11 not release the Owner from personal liability unless agreed to in writing by the Association.

6.6 **Foreclosure of Lien; Remedies.** An Assessments lien may be foreclosed against a Lot under the laws of the State of Minnesota (i) by action, or (ii) by advertisement in a like manner as a mortgage containing a power of sale. The Association, or its authorized representative, will have the power to bid in at the foreclosure sale and to acquire, hold, lease,

mortgage and convey any Lot so acquired. The Owner and any other Person claiming an interest in the Lot, by the acceptance or assertion of any interest in the Lot, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association will, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any Assessment or charge against the Lot.

6.7 **Lien Priority; Foreclosure.** A lien for Assessments is prior to all other Liens and encumbrances on a Lot except (i) liens and encumbrances recorded before this Declaration, (ii) any first mortgage on the Lot, and (iii) liens for real estate taxes and other governmental Assessments or charges against the Lot. Notwithstanding the foregoing, if (i) a first mortgage on a Lot is foreclosed, (ii) the first mortgage was recorded on or after the date of recording of this Declaration, and (iii) no Owner redeems during the Owner's period of redemption provided by Minnesota Statutes Chapters 580, 581, or 582, then the holder of the sheriffs certificate of sale from the foreclosure of the first mortgage will take title to the Lot subject to a lien in favor of the Association for unpaid Assessments or installments thereof levied pursuant to Sections 515B.3-1151(a), (e)(l) to (3), (f), and (i) of the Act which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption.

6.8 **Real Estate Taxes and Assessments.** Real estate taxes, special assessments, and other charges and fees which may be levied against the Common Elements by governmental authorities, will be allocated equally among and levied against the Lots, and will be a lien against each Lot in the same manner as a lien for real estate taxes and special assessments levied against the Lot alone.

6.9 **Voluntary Conveyances; Statement of Assessments.** In a voluntary conveyance of a Lot the buyer will not be personally liable for any unpaid Assessments and other charges made by the Association against the seller or the seller's Lot prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such Assessments will remain against the Lot until released. Any seller or buyer will be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid Assessments against the Lot, including all Assessments payable in the Association's current fiscal year, which statement will be binding on the Association, seller and buyer.

SECTION 7

RESTRICTIONS ON USE OF PROPERTY

All Owners, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Lot, covenant and agree that, in addition to any other restrictions which may be imposed by the Governing Documents, the occupancy, use, operation, alienation, and conveyance of the Property will be subject to the following restrictions:

7. I **General.** The Property will be owned, conveyed, encumbered, leased, used, and occupied subject to the Governing Documents, as amended from time to time. All covenants, restrictions and obligations set forth in the Governing Documents are in furtherance of a plan for the Property and will run with the Property and be a burden and benefit to all Owners and to any

other Person acquiring or owning an interest in the Property, his, her, or their heirs, personal representatives, successors and assigns.

7.2 **Subdivision Prohibited.** No Lot nor any part of the Common Elements may be subdivided or partitioned without the prior written approval of all Owners and of all secured parties holding first mortgages on the Lots. If an Owner, other than Declarant wishes to subdivide a Lot, that Owner must submit an application for amendment to this Declaration to the Board of Directors of the Association.

7.3 **Use for Storage Purposes.** The Lots will be used by Owners and their guests exclusively as private, storage units, and not for transient, hotel, commercial, business, except as provided in Section 7.5.

7.4 **Residential Use Restricted.** No Person shall permanently or temporarily reside in or on, or otherwise occupy a Lot or a Unit for any residential purpose.

7.5 **Business Use Restricted.** No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, will be conducted, maintained or permitted in any Lot, except:

a. An Owner of a Lot may utilize their Lot and Unit for storage purposes related to a home occupation of such Owner· provided that such uses (i) are incidental to the storage use; (ii) do not involve physical alteration of the Lot visible from the exterior; (iii) are in compliance with all governmental laws, ordinances and regulations; (iv) do not involve observable business activity such as signs, advertising displays, disturbing numbers of deliveries or disturbing levels of pedestrian or vehicular traffic to and from the Lot by customers or employees; or(v) do not involve other activity which disturbs the quiet enjoyment of the other Lots by their Owners.

b. The Association may maintain offices on the Property for management and related purposes.

c. Declarant may maintain offices, models, sales facilities and other business facilities on the Property in connection with the exercise of its special declarant rights.

7.6 **Leasing.** Leasing of Lots or Units is NOT prohibited.

7.7 **Parking.** Parking areas on the Property will be used only for parking of vehicles owned or leased by Owners and their guests, and such other incidental us es as may be authorized by this Declaration or in writing by the Association. The use of driveways and parking areas on the Property, and the types of vehicles and personal property permitted thereon, will be subject to regulation by the Association, including without limitation the right of the Association to tow illegally parked vehicles or to remove unauthorized personal property.

7.8 **Animals.** No animal may be bred, boarded, kept, or maintained for any reason on the Property. The Board will have the exclusive authority to prohibit, or to allow and regulate by Rules and Regulations, the keeping of animals on the Property. The word "animal" will be construed in its broadest sense and will include all living creatures.

7.9 **Quiet Enjoyment; Interference Prohibited.** All Owners and their permitted guests will have a right of quiet enjoyment in their respective Lots. The Property will be occupied and used in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use and quiet enjoyment of the Property by other Owners and their permitted guests. Lot____ which is an active operating wireless facility shall not be interfered with either physically or electronically. Activities that would cause radio interference to the wireless facility is prohibited and if those activities are found to cause interference measurable in accordance to existing industry standards shall be terminated immediately.

7.10 **Compliance with Law.** No use will be made of the Property which would violate any then existing municipal codes or ordinances, or state or federal laws, nor will any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner or Occupant.

7.11 **Alterations of Common Elements.** Except for those made by Declarant in consideration of its initial sale of a Lot, no alterations, changes, improvements, repairs or replacements of any type, temporary or permanent, structural, aesthetic or otherwise, including but not limited to the installation of a propane tank (collectively referred to as "alterations"), will be made, or caused or allowed to be made, in any part of the Common Elements or in any part of the Lot which affects the Common Elements or another Lot or which is visible from the exterior of the Unit or the Lot, without the prior written authorization of the Board, or a committee appointed by it, as provided in Section 8. The Board, or the appointed committee, if so authorized by the Board, will have authority to establish reasonable criteria and requirements for alterations, and will be the sole judge of whether the criteria are satisfied. Criteria which impact the modification of the Lots, or the Units thereupon, may regulate the type, style or quality of improvements to or alterations of the Lots, or the Units thereupon, as the criteria relates to health, safety, and architectural standards.

7.12 **Access to Lots.** In case of emergency, the Lots and the Units are subject to entry, without notice and at any time, by an officer or member of the Board, by the Association's management agents or by any public safety personnel. Entry is also authorized for maintenance purposes under Sections 9 and 13, and for enforcement purposes under Section 13. Members or officers of the Board and any public safety personnel are also able to enter Lots and the Units to correct any condition that violates any governmental law, ordinance or regulation which may cause material damage to or jeopardize the safety of the Association or which may constitute a health and safety hazard for Owners of occupied Lots.

7.13 **Smoke Detectors.** Every Owner of a Lot shall maintain, at Owner's own expense, a smoke detector in Owner's Unit which meets the requirements of Underwriter Laboratories, Inc. or which is approved by the International Conference of Building Officials.

SECTION 8

ARCHITECTURAL STANDARDS

8.1 **Restrictions on Alterations.** The following restrictions and requirements will apply to alterations on the Property:

a. Buildings. All buildings shall be of metal construction, as illustrated by **Exhibit D** hereto, i.e., doors, walls, and roofs shall be constructed of metal. Color uniformity and placement of buildings shall be such to as present a uniform appearance.

Lot sizes vary, but each lot is designed for a specific size building. The size building the lots are designed for are Lots 8, 9, 10, & 11 are 40' x 64'; Lots 4, 5, 6, &7, are 30' x 40': Lots 1, 2, &3 are 30' X 48'. Buildings to be built in those sizes.

The front of each building shall face the 24' common driveway. The front of each building shall abut the front boundary of its lot, taking into account the overhang of the building as the "front" of the building.

Metal sidewalls shall be colored "_____." Roofs shall be _____. Wainscot, doors, and trim must be _____

7

Sidewalls must be either 14 or 16 feet. The front wall large entry doors must be overhead type. Width, height, and number of overhead doors are owner's choice.

Service doors and windows are owner's choice.

Building overhangs to be two feet.

All exterior building lighting shall project downward.

Each building is required to have an apron extending a minimum of 4 feet to a maximum of the beginning of the driven surface of the access road.

Interior finishes are owner's choice.

Outside storage is prohibited.

b. Except as expressly provided in this Section 8, and in consideration of Declarant's initial sale of a Lot, no structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, antenna or other type of sending or receiving apparatus, sign, display, decoration color change, shrubbery, material topographical or landscaping change nor any other exterior improvements to or alteration of any Unit or any other part of a Lot which affects the Common Elements or-another Lot, or which is visible from the exterior of the Lot (collectively referred to as "alterations"), will be commenced, erected or maintained unless and until the plans and specifications showing the nature kind, shape height, *color,* materials and locations of the alterations will have been approved in writing by the Board or a committee appointed by it. Notwithstanding the foregoing, Declarant's written consent will also be required for alterations until the expiration of the Declarant Control Period described in Section 16.

SECTION 9

MAINTENANCE

9.1 **Maintenance by the Association.** The Association will provide for all maintenance, repair or replacement (collectively referred to as "Maintenance") of the Common Elements. In addition, for the purpose of preserving the architectural character, quality, and high standards for appearance of the Property, the Association will provide for exterior Maintenance upon the Units and/or Lots which the Association, in its discretion, has determined are necessary for the preservation of architectural character, quality, and high standard of appearance of the property, subject to the following:

a. The Association will maintain, repair and replace roofs, gutters, downspouts, exterior siding and other building surfaces constructed by Declarant or the Association. Prior to making said repairs, the Association will inform the Lot Owner of the repairs needed to be made and allow the Lot Owner to individually make those repairs at his/her cost. The Owner will have ten (10) days from receipt of notice to inform the Association of its decision to self-repair or allow the Association to proceed with the repairs. If repaired by the Association, the cost of the repair will be assessed against the Lot repaired. In addition, the Association shall provide snow removal Maintenance on any paved or gravel areas of the Lots outside of the Units. The cost of said Maintenance will be paid from the general Common Expense funds of the Association which are assessed as part of the annual Assessments.

b. The Association may, upon thirty (30) days' prior notice to the Owner, also undertake any exterior Maintenance for which an Owner is obligated under Section 9.3 and which the Owner fails to perform to standards established by the Association and assess the Owner's Lot for the cost thereof. Such cost will be a personal obligation of the Owner and a lien against the Owner's Lot.

9.2 **Maintenance by Owner.** Except for the exterior Maintenance required to be provided by the Association under Section 9.1, all maintenance of the Lots including lawn care will be the sole responsibility and expense of the Owners of the Lots.

9.3 **Damage Caused by Owner.** Notwithstanding any provision to the contrary in this Section 9, if, in the judgment of the Association, the need for Maintenance of any part of the Property is caused by the act or omission of an Owner, or his or her guests, or by a condition in a Lot which the Owner has caused or allowed to exist after notice from the Association, the Association may cause such damage or condition to be repaired or corrected (and enter any Lot to do so), and the cost thereof may be charged and assessed against the Lot of the Owner responsible for the damage. Such cost will be a personal obligation of the Owner and a lien against the Owner's Lot.

SECTION 10

INSURANCE

I 0.1 **Required Coverage.** The Association will obtain and maintain, at a minimum, a master policy or policies of insurance issued by a reputable insurance company or companies authorized to do business in the state of Minnesota, as follows:

a. Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of the Common Elements of the Property at the time the insurance is purchased and at each renewal date, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The policy or policies will cover personal property owned by the Association. The Board may also, on behalf of the Association, enter into binding written agreements with a mortgagee, insurer, guarantor, or servicer of a mortgage, including without limitation the servicer or lender, obligating the Association to keep certain specified coverages or endorsements in effect; and

b. General liability insurance covering the use, operation and Maintenance of the Common Elements with minimum limits of Five Hundred Thousand and No/100 Dollars ($500,000.00) per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. Declarant shall be included as an additional insured in its capacity as an Owner or Board member. The Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the Ownership, existence, use or management of the Common Elements. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners. The policy shall include such additional endorsements, coverages and limits with respect to such hazards as may be required by a lender or prospective lender, as a condition to its purchasing, financing, or insuring a mortgage on a Lot.

c. Directors and officers liability insurance with such reasonable limits and coverages as the Board determines from time to time.

10.2 **Premiums; Improvements; Deductibles.** All insurance premiums will be assessed and paid as an annual Assessment.

I 0.3 **Loss Payee; Insurance Trustee.** All insurance coverage maintained by the Association will be written in the name of, and the proceeds thereof will be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties, which suffer loss. The Association, or any insurance trustee selected by it, will have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association.

10.4 **Required Policy Provisions.** All policies of property insurance carried by the Association will provide that:

a. Each Owner and secured party is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Elements, or membership in the Association.

b. The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household and against the Association and members of the Board.

c. If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy) the Association's policy is primary.

I 0.5 **Owner's Personal Insurance.** Each Owner shall obtain additional personal insurance coverage at his or her own expense covering fire and other casualty to the Unit, personal property contained in or used in connection with the Lot, and the Owner's personal liability. Insurance policies maintained by Owners are without contribution as against the insurance purchased by the Association.

SECTION 11

RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

11.1 **Reconstruction.** The obligations and procedures for the repair, reconstruction or disposition of the Property following damage or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be commenced as soon as practicable after the casualty and shall be substantially in accordance with the plans and specifications of the Property as initially constructed and subsequently improved. Notice of substantial damage or destruction shall be given as provided in Section 15.10.

11.2 **Condemnation and Eminent Domain.** In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act shall govern; provided, (i) that notice shall be given as provided in Section 15.10, (ii) that the Association shall be the attorney-in-fact to represent the Owners in any related proceedings, negotiations, settlements or agreements and (iii) that any awards or proceeds shall be payable to the Association for the benefit of the Owners and the mortgagees of their Lots. Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governing Documents, as their interests may appear.

11.3 **Termination and Liquidation.** The termination of the common interest community, and the distribution of any proceeds therefrom, shall be governed by the Act. Any distribution of funds shall be based upon the value of the Lots as determined by their relative value for property insurance purposes, and shall be made to Owners and their mortgage holders, as their interests may appear, as provided in the Act.

11.4 **Notice.** The Association shall give written notice of any condemnation proceedings or substantial destruction of the Property to the Eligible Mortgagees entitled to notice under Section IS.JO.

11.5 **Association's Authority.** In all cases involving reconstruction, condemnation, eminent domain, termination or liquidation of the common interest community, the Association shall have authority to act on behalf of the Owners in all proceedings, negotiations and settlement of claims. All proceeds shall be payable to the Association to hold and distribute for the benefit of the Owners and their mortgage holders, as their interests may appear, in accordance with the Act.

SECTION 12

EASEMENTS

Each Lot and the Common Elements and the rights of the Owners therein, is subject to the perpetual appurtenant easements and rights granted and reserved in this Section.

12.1 **Use and Enjoyment.** Each Lot including Lots 12 and 14 is the beneficiary of a nonexclusive easement for use and enjoyment on and across the Common Elements subject to any restrictions authorized or imposed pursuant to the Governing Documents.

12.2 **Drainage Easements.** The Common Elements the yard areas of the Lots and the Additional Real Estate (regardless of whether it is added to the Property), is subject to non-exclusive, appurtenant easements for storm water drainage over those parts of the Property and Additional Real Estate which are designed, improved or graded for such purposes.

12.3 **Maintenance, Repair, Replacement and Reconstruction.** Each Lot, and the rights of the Owners thereof, is subject to the rights of the Association to an exclusive, appurtenant easement on and over the Lots for the purposes of maintenance, repair, replacement and reconstruction of the Common Element the Dwellings and other improvements located within the Lots, and utilities serving the Lots, to the extent necessary to fulfill the Association's obligations under the Governing Documents.

12.4 **Utilities and Operating Systems.** The Common Elements and the Lots are subject to and benefited by nonexclusive easements in favor of the Township, the Association and all utility companies and other service providers for the installation, use, maintenance, repair and replacement of all utilities, services and common operating systems, such as natural gas, electricity, fiber optic or coaxial cable, and other electronic communications or data connectivity, water, sewer, septic systems, wells; and similar services, fire control systems and other common operating systems, and metering and control devices, which exist or are constructed as part of the development of the Property or which are described or referred to in the Plat, this Declaration or other recorded instruments. Each Lot, and the rights of the Owners thereof, are also be subject to and benefited by a non-exclusive, appurtenant easement in favor of the other Lots and the Association for all such utilities services, fire control systems and other common operating systems. Utilities and related services or systems will be installed, used maintained, and repaired so as not to interfere with the use and quiet enjoyment of the Lots by the Owners, nor affect the structural or architectural integrity of the Dwellings or Common Element improvements.

12.5 **Emergency Access to Lots.** In case of emergency, all Lots are subject to an easement, without notice and at any time, in favor of the Association for access by the Association's management agents, and in favor of fire, police or other public safety personnel.

12.6 **Project Sign.** Those parts of the Property on which monument signs or related decorative improvements are located, if any, will be subject to appurtenant, exclusive easements in favor of the Association for the continuing use, maintenance, repair and replacement of said signs and improvements.

12.7 **Declarant's Easements.** The Lots and Common Elements are subject to exclusive easements in favor of Declarant for the exercise of its special declarant rights as described in the Governing Documents; Declarant also reserves for itself, its successors and assigns, an easement over and across Lots 13 & 14 Block One, Gobblers Storage Addition, Crow Wing County, Minnesota, commencing at the access Lot14 provided by any public road and proceeding over and across Lot 13 to Lot 12 and there concluding.

12.8 **Continuation, Scope and Conflict of Easements.** The easements set forth in this Section (i) will run with the Property, (ii) will supplement and not limit any easements described elsewhere in this Declaration, or otherwise recorded, (iii) will be permanent, subject only to termination in accordance with the terms of the easement, and (iv) will include reasonable access to the easement areas through the yard areas of Lots and the Common Elements for purposes of maintenance, repair, replacement and reconstruction. Notwithstanding anything in this Declaration to the contrary, no Owner or Occupant will be denied reasonable access to his or her Lot or the right to utility services thereto.

12.9 **Non-Interference; Impairment Prohibited.** All Persons exercising easement rights will do so in a reasonable manner so as not to materially interfere with the operation of the Property or damage to the Property and will be financially liable for all costs of repair of any part of the Property which is damaged by the Person's exercise of the easement rights. No Person will impair, obstruct or cause damage to any easement area, or improvements or equipment installed therein.

12.10 **Benefit of Easements.** All easements benefiting a Lot will benefit the Owners of the Lot, and their families and guests. However, an Owner who has delegated the right to occupy the Lot to an Owner, whether by a lease or otherwise, does not have the use and other easements rights in the Property during such delegated occupancy, except (i) as a guest of an Owner or (ii) in connection with the inspection of the Lot or recovery of possession of the Lot pursuant to law.

SECTION 13

COMPLIANCE AND REMEDIES

Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, will be governed by and comply with the provisions of the Governing Documents, the Rules and Regulations, the decisions of the Association and such amendments thereto as may be made from time to time. A failure to comply will entitle the Association to the relief set forth in this Section, in addition to the rights and remedies authorized elsewhere by the Governing Documents and the Act.

13.1 **Entitlement to Relief.** The Association may commence legal action to recover sums due, for damages, for injunctive relief, or to foreclose a lien owned by it, or any combination thereof, or an action for any other relief authorized by the Governing Documents or available in law or in equity. Legal relief may be sought by the Association against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules and Regulations, the Act or the decisions of the Association. However, no Owner may withhold any Assessments payable to the Association, nor take or omit other action in violation of the Governing Documents, the Rules and Regulations or the Act, as a measure to enforce such Owner's position, or for any other reason.

13.2 **Sanctions and Remedies.** In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the Association will have the right, but not the obligation, to implement any one or more of the following actions against Owners and/or their guests, who violate the provisions of the Governing Documents, the Rules and Regulations or the Act:

a. Commence legal action for damages or equitable relief in any court of competent jurisdiction.

b. Impose a reasonable late charge if any amount is not paid within five (5) days after the date when such payment is due. The Association will impose an additional late payment fee of (i) the same amount for each ten (10) day period thereafter that the payment remains delinquent or (ii) the highest rate permitted by law, whichever is lower. In addition, the Association will impose a reasonable fee for all returned checks past due, for each past due Assessment or installment thereof, and impose interest at the highest rate permitted by law accruing beginning on the first day of the month after the Assessment or installment was due.

c. In the event of default of more than thirty (30) days in the payment of any Assessment or installment thereof, all remaining installments of Assessments assessed against the Lot owned by the defaulting Owner may be accelerated and will then be payable in full if all delinquent Assessments or installments thereof, together with all attorneys' fees, costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Reasonable advance written notice of the effective date of the acceleration will be given to the defaulting Owner.

d. Impose reasonable fines, penalties or charges for each violation of the Governing Documents or the Rules and Regulations.

e. Restore any portions of the Common Elements, Lot, or Limited Common Elements damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant or their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Lots.

f. Enter any Lot or Limited Common Element in which, or as to which, a violation or breach of the Governing Documents exists which materially affects, or is likely to materially affect in the near future, the health or safety of the other Owners, or their

guests, or the safety or soundness of any Lot or other part of the Property or the property of the Owners, and to summarily abate and remove, at the expense of the offending Owner or Occupant, any structure, thing or condition which is causing the violation; provided, that any improvements which are a part of a Lot may be altered or removed only pursuant to a court order or with the agreement of the Owner.

g. Enforce or foreclose any lien arising under the provisions of the Governing Documents or under law, or by petition for specific performance or damages.

13.3 **Rights to Hearing.** Before the imposition of any of the remedies authorized by Section 13.2(d)-(f), the Board will, upon written request of the offender, grant to the offender a fair and equitable hearing. The offender will be given notice of the nature of the violation and the right to a hearing, and at least ten (10) days within which to request a hearing. The hearing will be scheduled by the Board and held within thirty (30) days of receipt of the hearing request by the Board, and with at least ten (10) days' prior written notice to the offender. If the offender fails to timely request a hearing or to appear at the hearing, then the right to a hearing will be deemed waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board will be final and binding on all parties. The Board's decision will be delivered in writing to the offender within ten (10) days following the hearing, if not delivered to the offender at the hearing.

13.4 **Lien for Assessments, Charges, Penalties or Interest.** Any Assessments, charges, penalties or interest imposed under this Section will be a lien against the Lot of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner in the same manner and with the same priority and effect as Assessments under Section 6. The lien will attach as of the date of imposition of the remedy but will not be final as to violations for which a hearing is held until the Board makes a written decision at or following the hearing. All remedies will be cumulative, and the exercise of, or failure to exercise, any remedy will not be deemed a waiver of the Association's right to pursue any others.

13.5 **Costs of Proceeding and Attorneys' Fees.** With respect to any collection measures, or any measures or action, legal, administrative, or otherwise, which the Association takes to enforce the Governing Documents or Rules and Regulations, whether or not finally determined by a court or arbitrator, the Association may assess the Lot owned by the violator with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, reasonable attorneys' fees, and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association.

13.6 **Liability for Acts of Owners.** An Owner will be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of guests in the Owner's Lot, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. Any amount not covered by insurance, including any insurance deductible amount and any increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Lot.

13.7 **Enforcement by Owners.** The provisions of this Section will not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents, the Rules and Regulations and the Act, as provided therein.

SECTION 14

AMENDMENTS

14.1 **Approval Requirements.** Except for amendments by Declarant pursuant to Section 16, this Declaration may be amended only by the approval of:

a. The Board; and

b. Owners of Lots to which are allocated at least sixty-six percent (66%) of the total votes in the Association; and

c. The percentage of Eligible Mortgagees (based upon one vote per Lot financed) as and if required by Section 16; or

d. Declarant as to certain amendments as provided in Section 16.8.

14.2 **Procedures.** Consent of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the Bylaws. Consents of Eligible Mortgagees or Declarant, if required, will be in writing. Any amendment will be subject to any greater requirements imposed by the Act or in this Declaration. The amendment will be effective when recorded. An affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, will be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

Except as expressly permitted or required by applicable law, no amendment may (i) create or increase special declarant rights, (ii) increase the number of Lots, (iii) change the boundaries of any Lot, (iv) change the allocated interests of a Lot, (v) change Common Elements to Limited Common Elements, (vi) change the authorized use of a Lot from residential to nonresidential, or conversely, or (vii) change the characterization of the Owners' interests in a cooperative from personal property to real estate, or conversely, in the absence of unanimous written consent of the Owners.

SECTION 15

RIGHTS OF ELIGIBLE MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, but subject to the Act or other laws, Eligible Mortgagees will have the following rights and protections:

15.1 **Consent to Certain Amendments.** Subject to Declarant s rights under Section 16, the written consent of Eligible Mortgagees representing at least fifty-one percent (51%) of the Lots that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per Lot financed) will be required for any amendment to the Governing Documents which causes any change in provisions including the following: (i) voting rights; (ii) increases in Assessments over

twenty-five (25%) percent; (iii) Assessment liens, or priority of Assessment liens; (iv) reductions in reserves for maintenance, repair and replacement of Common Elements; (v) responsibility for maintenance and repairs; (vi) reallocation of interests in any Common Elements or Limited Common Elements, or rights to their use; (vii) redefinition of any Lot boundaries; (viii) convertibility of Lots into Common Elements or vice versa; (ix) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property; (x) hazard or fidelity insurance requirements; (xi) imposition of restrictions on the leasing of Lots; (xii) imposition of any restrictions on an Owner's right to sell or transfer his or her Lot; **(xiii)** a decision by the Association (if the common interest community involves fifty or more Lots) to establish self-management when professional management is in effect as required previously by the Governing Documents or an Eligible Mortgagee; (xiv) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents; (xv) any action to terminate the legal status of the common interest community after substantial destruction or condemnation occurs; or (xvi) any provisions that expressly benefit Eligible Mortgagees, or insurers or guarantors of mortgages.

15.2 **Consent to Certain Actions.** Subject to Declarant's rights under Section 16, the written consent of Eligible Mortgagees representing at least sixty-six percent (66%) of the Lots that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per Lot financed) will be required to (i) abandon or terminate the common interest community; (ii) change the allocations of voting rights, Common Expense obligations or interests in the Common Elements; (iii) partition or subdivide a Lot except as permitted by statute; (iv) abandon, partition, subdivide, encumber or sell any Common Elements; or (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of the Property, except as otherwise provided by law.

15.3 **Priority of Lien.** Any Person who comes into possession of a Lot by foreclosure of the first mortgage on a Lot, or by deed or assignment in lieu of foreclosure of the first mortgage on a Lot, takes the Lot free of any claims for unpaid Assessments or any other charges or liens imposed against the Lot by the Association which have accrued against such Lot prior to the acquisition of possession of the Lot by said Person; (i) except as provided in Section 6.10 and the Act and (ii) except that any unreimbursed Assessments or charges may be reallocated among all Lots in accordance with Section 4.2.

15.4 **Priority of Taxes and Other Charges.** *All* taxes, Assessments and charges which may become liens prior to the first mortgage under state law will relate only to the individual Lots and not to the Property as a whole.

15.5 **Priority for Condemnation Awards.** No provision of the Governing Documents will give an Owner, or any other party, priority over any rights of the Eligible Mortgagee of the Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Lot and/or the Common Elements, if any. The Association will give written notice to all Eligible Mortgagees of any condemnation or eminent domain proceeding affecting the Property promptly upon receipt of notice from the condemning authority.

15.6 **Requirements for Management Agreements.** The term of any agreement for professional management of the Property will not exceed two (2) years. Any such agreement will provide for termination without penalty or termination fee by either party, (i) with cause upon a minimum of thirty (30) days prior written notice, and (ii) without cause upon ninety (90) days prior written notice.

15.7 **Access to Books and Records/Audit.** Eligible Mortgagees will have the right to examine the books and records of the Association upon reasonable notice, for a proper purpose and during normal business hours, and to receive free of charge, upon written request, copies of the Association's annual reports and other financial statements. Financial statements, including those which are audited, will be available within one hundred twenty (120) days after the end of the Association's fiscal year, If the common interest community consists of fewer than fifty Lots, FNMA, or any institutional guarantor or insurer of a mortgage loan against a Lot, may require that, at its own expense, an audit of the Association's financial statements be made for the preceding year, in which case the Association will cooperate in having an audit made and a copy given to the requesting party. If the common interest community consists of fifty or more Lots, the Association will provide the requested audit at its expense.

15.8 **Notice Requirements.** Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a mortgage on a Lot, and the Lot number or address, the holder, insurer or guarantor will be entitled to timely written notice of:

a. a condemnation loss or any casualty loss which affects a material portion of the Property or the Lot securing the mortgage;

SECTION 16

SPECIAL DECLARANT RIGHTS

Declarant hereby reserves exclusive and unconditional authority to exercise the following special declarant rights for as long as it owns a Lot, or for such longer or shorter period as may be specifically indicated:

16.1 **Alterations.** To make alterations in the Lots owned by Declarant and the Common Elements to accommodate the exercise of any special declarant rights.

16.2 **Relocate Boundaries and Alter Lots.** To relocate boundaries between Lots and to otherwise alter Lots owned by it, to the extent permitted by Section 15.

16.3 **Signs.** To erect and maintain signs and other sales displays offering the Lots for sale or ease, on any Lot owned by Declarant.

16.4 **Easements.** To have and use easements, for Declarant, Declarant's employees, contractors, representatives, agents and prospective purchasers through and over the Common Elements and the yard areas of the Lots for the purpose of exercising Declarant's special declarant rights.

16.5 **Control of Association.** To control the operation and administration of the Association, including without limitation the power to appoint and remove the members of the Board, until the earliest of: (i) voluntary surrender of control by Declarant; (ii) an Association meeting which will be held within sixty (60) days after conveyance to Owners other than Declarant of seventy-five percent (75%) of the total number of Lots authorized to be included in the Property; or (iii) the date five (5) years following the date of the first conveyance of a Lot to an Owner other than Declarant. Notwithstanding the foregoing, the Owners other than Declarant will have the right to nominate and elect not fewer than one-third (I/3) of the directors at a meeting of the Owners which will be held within sixty (60) days following the conveyance by Declarant of sixty-seven (67%) of the total number of Lots authorized to be included in the Property. Following the termination of any period of Declarant control, the Owners will elect the Board. All Owners including the Declarant and its affiliates, may cast the votes allocated to any Lots owned by them.

16.6 **Consent to Certain Amendments.** Until such time as Declarant no longer owns any Lot for initial sale, Declarant's written consent will be required for any amendment to the Governing Documents or Rules and Regulations which directly or indirectly affects Declarant's rights under the Governing Documents. Additionally, the written consent of all Owners is required for any amendment which creates or expands Declarant rights as required by Minn. Stat. § 515B.2-l 18(a)(3).

SECTION 17

MISCELLANEOUS

17.1 **Severability.** If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination will not be deemed to alter, affect or impair in any manner whatsoever any other portion of this instrument or exhibits.

17.2 **Recordation.** This Declaration will encumber the Property described on **Exhibit A** attached hereto as of the date this Declaration is recorded against said Property in the land records of Crow Wing County, Minnesota.

17.3 **Construction.** Where applicable, the masculine gender of any word used herein will mean the feminine or neutral gender, or vice versa, and the singular of any word used herein will mean the plural, or vice versa.

17.4 **Tender of Claims.** In the event that any incident occurs which could reasonably give rise to a demand by the Association against Declarant for indemnification, the Association will promptly tender the defense of the action to its insurance carrier, and give Declarant (i) written notice of such tender, (ii) written notice of the specific nature of the action, and iii) an opportunity to defend against the action.

17.5 **Notices.** Unless specifically provided otherwise in the Governing Documents, all notices required to be given by or to the Association, the Board, the Association officers, or the Owners will be in writing and will be effective upon hand delivery or mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations of new Owners will be effective upon receipt by the Association.

17.6 **Conflicts Among Documents.** In the event of any conflict among the provisions of this Declaration, the Bylaws and the Rules or Regulations, this Declarations will control, and as between the Bylaws and the Rules and Regulations, the Bylaws will control.

17.7 **Duration of Covenants.** The covenants, conditions, restrictions, easements, liens and charges contained in this Declaration wi11 be perpetual, subject only to termination as provided in this Declaration and the Act.

[Remainder of page is left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth above.

DECLARANT

Great Northern Communications LLC

By:_____

Joel Egge, CEO

STATE OF MINNESOTA_____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2026, before me personally appeared Joel Egge, who acknowledged under oath, that he is the CEO og Great Northern Communications LLC named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Declarant for the purposes therein contained.

_____
Notary Public: _____
My Commission Expires:

Drafted By and return to:

Joe Egge
Great Northern Communications LLC
458 Laura Lane SE
St. Michael, MN 55376

Gobblers' Storage Owners Association, LLC
A Planned Community

DECLARATION
Exhibit A

Legal Description of Property

Lots 1–11, Inclusive, and Lot 13, Block 1, Gobblers Storage Addition, Crow Wing County, Minnesota

Stacy Westhoff

From: Maggie Young
Sent: Thursday, June 11, 2026 10:13 AM
To: Stacy Westhoff
Subject: RE: Preliminary Plat – "Gobblers Storage Addition"

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Stacy,

Please add to the comments on this plat that the E911 addresses and named roads serving these new lots and the existing neighboring structures will require that a new road be named and all existing addresses on this shared access off of Co Rd 3 be reassigned in compliance with Article 19 of the Land Use Ordinance.

Please have the applicant coordinate and work with me should their preliminary plat attain County Board Approval to submit all required fees and E911 applications at the time of recording of the final plat.

Thank you,

Maggie Young
Senior Operations Specialist
Direct: (218) 454-7472

Excellent customer service is our top priority. Please let me know if I was helpful!
Customer Service Survey

From: Stacy Westhoff <Stacy.Westhoff@crowwing.gov>
Sent: Thursday, June 11, 2026 9:02 AM
To: Rob Hall <Rob.Hall@crowwing.gov>; Matt Kallroos <Matt.Kallroos@crowwing.gov>; Frie, Jacob (DNR) <Jacob.Frie@state.mn.us>; Melissa Barrick <melissa@cwswcd.org>; Cruikshank, Thomas (DOT) <Thomas.Cruikshank@state.mn.us>; Voss, Steven (DOT) <steve.voss@state.mn.us>; richard.munsch@state.mn.us; Erickson, Tad (DOT) <Tad.Erickson@state.mn.us>; Rosemary Franzen <Rosemary.Franzen@crowwing.gov>; Lake Edward Township <Lakeedwardtwnshp@gmail.com>
Cc: Nichole Stotz <Nichole.Stotz@crowwing.gov>; Maggie Young <Maggie.Young@crowwing.gov>; Chris Pence <Chris.Pence@crowwing.gov>; Gary Griffin <Gary.Griffin@crowwing.gov>; Nicholette Dunlap <Nicholette.Dunlap@crowwing.gov>
Subject: Preliminary Plat – "Gobblers Storage Addition"

Property Owner: Great North Communications LLC – Rick Adams

Parcel Number: 73240513

Physical Address: 23324 County Road 3, Merrifield, MN 56465

Township: Lake Edward

Preliminary Plat for:

1. Preliminary Plat – "Gobblers Storage Addition"

A hard copy of this information is available at the Land Service Office. If you would like to review a hard copy of this information, please let us know and a copy will be mailed to you.

Attached for your review is a copy of the preliminary plat information. This property is scheduled for consideration by the Planning Commission at the Meeting on Thursday July 16, 2026. The Crow Wing County Land Use Ordinance allows a 30-day review process for all agencies involved. We would sincerely appreciate your prompt review of the proposal. If you do have any comments, please submit them by 3:00 pm Wednesday, July 15, 2026.

If you have any questions or if you need additional information, please feel free to contact Land Services.

Attached: Preliminary Plat – "Gobblers Storage Addition"

To:
Crow Wing County Highway
Crow Wing County Land Services
Crow Wing County Soil and Water Conservation District
Minnesota Department of Natural Resource (DNR)
Minnesota Department of Transportation (MNDOT)
Commissioner Franzen
Lake Edward Township

Thank You,

Stacy Westhoff
Planning Coordinator
Office: (218) 824-1010
Direct: (218) 454-7481
www.crowwing.gov

Land Services
322 Laurel Street Suite 15
Brainerd, MN 56401

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Our Mission: Serve well. Deliver value. Drive results.
Our Values: Be responsible. Treat people right. Build a better future.

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Stacy Westhoff

From: Cruikshank, Thomas (DOT) <Thomas.Cruikshank@state.mn.us>
Sent: Thursday, June 11, 2026 12:32 PM
To: Stacy Westhoff
Cc: Voss, Steven (DOT); Erickson, Tad (DOT)
Subject: RE: Preliminary Plat – "Gobblers Storage Addition"

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Stacy,

Since this property does not impact MnDOT highways or ROW we would not have any comment to provide for review of this plat. Let me know if you need anything else.

Thanks,

Tom Cruikshank
Principal Planner | District 3
3725 12th Street North, St. Cloud, MN 56303-2107
Phone: (320) 223-6526 I Cell: (320) 267-9859
Email: thomas.cruikshank@state.mn.us

DEPARTMENT OF TRANSPORTATION

From: Stacy Westhoff <Stacy.Westhoff@crowwing.gov>
Sent: Thursday, June 11, 2026 9:02 AM
To: Rob Hall <Rob.Hall@crowwing.gov>; Matt Kallroos <Matt.Kallroos@crowwing.gov>; Frie, Jacob (DNR) <Jacob.Frie@state.mn.us>; Melissa Barrick <melissa@cwswcd.org>; Cruikshank, Thomas (DOT) <Thomas.Cruikshank@state.mn.us>; Voss, Steven (DOT) <steve.voss@state.mn.us>; richard.munsch@state.mn.us; Erickson, Tad (DOT) <Tad.Erickson@state.mn.us>; Rosemary Franzen <Rosemary.Franzen@crowwing.gov>; Lake Edward Township <Lakeedwardtwnshp@gmail.com>
Cc: nichole.stotz <nichole.stotz@crowwing.gov>; Maggie Young <Maggie.Young@crowwing.gov>; Chris Pence <Chris.Pence@crowwing.gov>; Gary Griffin <Gary.Griffin@crowwing.gov>; Nicholette Dunlap <Nicholette.Dunlap@crowwing.gov>
Subject: Preliminary Plat – "Gobblers Storage Addition"

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Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Property Owner: Great North Communications LLC – Rick Adams

Parcel Number: 73240513

Physical Address: 23324 County Road 3, Merrifield, MN 56465

Township: Lake Edward

Preliminary Plat for:
1. Preliminary Plat – "Gobblers Storage Addition"

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If you have any questions or if you need additional information, please feel free to contact Land Services.

Attached: Preliminary Plat – "Gobblers Storage Addition"

To:
Crow Wing County Highway
Crow Wing County Land Services
Crow Wing County Soil and Water Conservation District
Minnesota Department of Natural Resource (DNR)
Minnesota Department of Transportation (MNDOT)
Commissioner Franzen
Lake Edward Township

Thank You,

Stacy Westhoff
Planning Coordinator
Office: (218) 824-1010
Direct: (218) 454-7481
www.crowwing.gov

Land Services
322 Laurel Street Suite 15
Brainerd, MN 56401

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Stacy Westhoff

From: Matt Kallroos
Sent: Wednesday, July 1, 2026 3:13 PM
To: Stacy Westhoff
Cc: Nicholette Dunlap
Subject: RE: Great North Communincations - PID 73240513

Follow Up Flag: Follow up
Flag Status: Flagged

Stacy,

The proposed future frontage road is adequately shown on the preliminary plat. We recommend that the plat also identify CSAH 3 as having access control between the southwest property corner and the south line of the existing 20-foot ingress and egress easement, identified as Document No. 1012070.

Matt Kallroos
Transportation Planner
Office: (218)824-1110
Direct: (218)822-2694
www.crowwing.us

Crow Wing County Highway Department
16589 County Road 142
Brainerd, MN 56401

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From: Stacy Westhoff <Stacy.Westhoff@crowwing.gov>
Sent: Tuesday, June 30, 2026 3:30 PM
To: Matt Kallroos <Matt.Kallroos@crowwing.gov>; Rob Hall <Rob.Hall@crowwing.gov>
Subject: Great North Communincations - PID 73240513

Highway,

We have this application for a public hearing and would just like confirmation or some type of information about the planned frontage road. Thank you

Stacy Westhoff

Planning Coordinator
Office: (218) 824-1010
Direct: (218) 454-7481
www.crowwing.gov

Land Services
322 Laurel Street Suite 15
Brainerd, MN 56401

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DEVELOPMENT REVIEW TEAM (DRT) MEETING MINUTES

Meeting Date: April 13, 2026
Meeting Time: 2:30 PM

Attendees
• Nicholette Dunlap, Senior Environmental Specialist
• Stacy Westhoff, Planning Coordinator
• Chris Pence, Environmental Services Manager
• Jordan Chouanard, County Survey Coordinator
• Rick Adams, Property Owner / Developer

Project Information

Applicant: Rick Adams
Property Address / PID: 73240513, 23324 County Road 3, Merrifield, MN 56465, Lake Edward Township
Proposed Project Summary:
Applicant is proposing development of commercial storage buildings on a parcel that includes an existing monopole/tower site. The proposal contemplates multiple metal buildings, requiring variance consideration due to setbacks, highway frontage road planning, and lot constraints. Project also involves potential relocation of driveway areas and stormwater considerations.

Project Overview

• Applicant has been planning a commercial storage project and has discussed the concept with county staff since fall of last year.
• Site contains an old trailer home (since removed).
• Main limiting factor is the 100-foot setback requirement from the property boundary, which restricts use of roughly 25% of the parcel.
• A planned future frontage road by County Highway significantly impacts building placement — pushing development toward the rear of the property.
• Applicant originally considered four 40x60 storage buildings but current layout options vary depending on driveway routing and survey refinements.
• Adjacent lots are rural residential but contain multiple large metal buildings (40x120, 40x60), which help support compatibility of proposed use.

• Applicant is exploring placement of two buildings in the rear 100-ft zone, which requires a variance.
• Driveway is currently shared with a neighboring property; future access must be clarified as shared use is no longer intended.
• Setback realignment options include rotating buildings to achieve up to 35-ft separation from boundary.
• Storage buildings with water, sinks, and toilets may be allowed if served by holding tanks, provided flow stays under 150 gallons per day and the structures are not dwellings.
• Current on-site well will need to be sealed when the older building is removed.
• Stormwater onsite must be retained on property; county prefers use of shallow swales rather than ditches or off-site drainage.

Key Discussion Points

• Variance Required:

- Project cannot meet the 100-ft rear setback due to future highway frontage road constraints.
- Variance justification will focus on practical difficulty created by county's planned roadway.
  • Comparable Projects:
- A similar case near Deerwood received a 50-ft modified setback after multiple iterations.
  • Highway Department Considerations:
- If buildings are placed too close to the planned frontage road area, Highway Department likely will not support.
- Even if not on the 5-year project plan, future corridor preservation influences current review.
  • Stormwater:
- Must retain on site; cannot rely on ditches that currently hold water.
- Swales are acceptable and do not require engineering unless part of a larger grading plan.
  • Plat and Survey Requirements:
- Project must include a full certificate of survey plus plat, showing building sites, setbacks, stormwater layout, access routes, and property lines.

- Survey firm will prepare a combined survey/plat package.
  • Accessory Sewer/Water:
- Holding tanks are permissible if use remains low-flow, non-residential.
- Use classification remains “commercial storage” even with minor plumbing, provided structures are not habitable.
  • Site Compatibility:
- Surrounding area includes many large accessory buildings, supporting compatibility of proposed metal structures.

Required Submittals

☒ Certificate of Survey (full)
☒ Plat (may be combined with survey)
☒ Variance Application (setback to property line)
☒ Interim Use Permit or Conditional Use Permit (per staff direction)
☐ Stormwater Management Plan (non-engineered swale plan acceptable)
☐ Building Layout Plan (all proposed structures)
☐ Septic / Holding Tank Proposal (if adding water/sewer to units)

Next Steps

For Applicant:

• Provide surveyor all existing concept plans and request full certificate of survey + plat.
• Determine preferred building alignment — especially exploring rotating buildings to allow 35-ft setback.
• Complete required applications once survey and layout are ready.
• Decide whether to pursue water/holding tanks for certain units and incorporate into plans.

Crow Wing County Land Services
Preliminary Plat Application

Crow Wing County Land Services Department • 322 Laurel Street Brainerd, MN 56401 • 218-824-1010 • landservices@crowwing.gov

Applicant Name: Richard Adams Date application submitted: 06-10-2026
Parcel Number(s): 73240513
Mailing Address: 1635 E Ponto Lake Rd NW
City: Backus Zip: 56435

Property Owner Information:

Owner Name: GREAT NORTH COMMUNICATIONS LLC
Physical Address: 23324 COUNTY ROAD 3
City: MERRIFIELD Zip: 56465
Township: LAKE EDWARD TOWNSHIP Zoning: SD Deeded Acres: 2.75 Riparian: No
Lake/River Name:

Project Specifics:

Did you attend a Development Review Team (DRT) meeting?: Yes

Date of Development Review Team (DRT) meeting?: 04-13-2026

Are you submitting preliminary plat & 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: 14

Enter number of proposed out-lots: 1

Do all lots have access to a 66’ wide road?: Yes

Required septic information on file?: Yes

Wetland information on file?: Yes

APPLICANT FINDINGS OF FACT - PRELIMINARY PLAT

Name of Applicant: Great North Communications LLC PID: 73240513

FINDINGS OF FACT:

Does the proposed plat conform to the County's Comprehensive Plan?

- Yes, this is a commercial zoned lot and use is allowed with conditions

Is the proposal consistent with the existing County Subdivision Ordinance? Specify applicable sections of the Ordinance.

- No, Section 17.1 B requires 100' setback to residential zoned property. This proposal is 50'

Are there any other standards, rules or requirements that this plat must meet? Specify other required standards.

- Yes, density and impervious surface coverage

Is the proposed plat compatible with the present land uses in the area of the proposal? Zoning District:

- Yes, this is a commercial lot surrounded by metal storage buildings

Does the plat conform to all applicable performance standards in Article 9 of the Subdivision Ordinance?

- Yes

How are the potential environmental impacts being resolved? (Does the plat meet County Standards?)

- There will be a stormwater management plan, No septic systems planned No wetlands, No Floodplains

Have the potential public health, safety or traffic generation impacts been addressed?

- Yes, this type of storage facility will have very strict Declaration of use proposed.

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

Name of Applicant: Great North Communications LLC – Rick Adams

Date: July 16, 2026

PID: 73240513

FINDINGS OF FACT:

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

- Goal 1: Foster a diverse mix of business environment focusing on growth in designated infrastructure-supported areas. Support business development that creates livable-wage jobs, enhances tourism, and improves residents' quality of life. Address blight to enhance community character and preserve quality of life.
  - Policy 1: Cultivate business development along strategically recognized commercial corridors and where supporting infrastructure currently exists.

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

- This plat meets the requirements of Articles 9 and 17 of the Land Use Ordinance provided the variance is approved for the 50-foot setback instead of the required 100-foot setback.

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 and 17 of the Land Use Ordinance provided the variance is approved for the 50-foot setback instead of the required 100-foot setback.
- Must adhere to the conditions placed on the approved Conditional Use Permit.

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 commercial district. Table 10.3 of the Land Use Ordinance allows for storage developments in the commercial district.

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 and 17 of the Land Use Ordinance provided the variance is approved for the 50-foot setback instead of the required 100-foot setback.
- No pressurized water or septic system is proposed on this property.
- A no wetland letter was received on 06/18/26 from Widseth.

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 no wetland letter was provided as a result of a wetland delineation of the parcels and was submitted to the Land Services Department on 06/18/2026 by Brady Haukos, Widseth.
- Septic Systems: No existing septic systems on the property / none proposed.

7. ***Have the potential public health, safety or traffic generation impacts been addressed?***

Yes ☒ ***No*** ☐ ***Why or why not?***

- There will be no public health, safety or significant traffic generated impacts from this plat.
- Wetlands: A no wetland letter was provided as a result of a wetland delineation of the parcels and was submitted to the Land Services Department on 06/18/2026 by Brady Haukos, Widseth.
- Septic Systems: No existing septic systems on the property / none proposed.

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

9. ***Township recommendation:*** **None as of 07/09/26**

RECEIVED
By Stacy Westhoff at 8:33 am, Jul 16, 2026

Stacy Westhoff

Subject: RE: John Cullinane CSAH 3

From: Rob Hall <Rob.Hall@crowwing.gov>
Sent: Thursday, July 16, 2026 8:27 AM
To: Chris Pence <Chris.Pence@crowwing.gov>; Tim Bray <Tim.Bray@crowwing.gov>
Subject: Re: John Cullinane CSAH 3

We need to keep the access to CSAH 3 where it is and be shared. As the driveway proceeds east, it looks like it should be widened to the south so it isn't all in John's property.

Rob Hall
Assistant County Engineer
Crow Wing County

From: Chris Pence <Chris.Pence@crowwing.gov>
Sent: Thursday, 16 July 2026 07:33:14
To: Rob Hall <Rob.Hall@crowwing.gov>; Tim Bray <Tim.Bray@crowwing.gov>
Subject: RE: John Cullinane CSAH 3

Rob – would there be a problem if the applicant were to move the access to the south so that the driveway would be completely on his property?

From: Rob Hall <Rob.Hall@crowwing.gov>
Sent: Thursday, July 16, 2026 7:22 AM
To: Tim Bray <Tim.Bray@crowwing.gov>
Cc: Chris Pence <Chris.Pence@crowwing.gov>
Subject: FW: John Cullinane CSAH 3

Should have added, based on the comment numbers below:

1. To my knowledge, nobody ever gave a schedule for when the frontage road would be done.
2. I believe he has a valid point that some of the access may need to be moved further south once it leaves the CSAH 3 ROW, but the shared access to CSAH 3 should remain.
3. Maintenance looked at drainage with him, and our last project did not change the patterns.
4. We told him a few years ago to work on internal easements so that backage road could remain in place, but neither he nor we have any control over that area.

I met with the owner of the original plat in 2015 and he verified that no additional access points would be needed moving forward. There is also still a clause in the subdivision ordinance that gives us the opportunity to have developers put in a frontage road, but would be difficult in this case when they come in one by one.

Chris, I copied you so you can see some of the potential questions that might come up at the meeting this afternoon. We are still working on whether or not we will have someone who can be in attendance.

Robert Hall, PE

Assistant County Engineer
Office: (218)-824-1110
Direct: (218)-824-1113
www.crowwing.gov

We value your opinion, please let us know how we are doing by taking our Customer Service Survey.

Crow Wing County Highway Department
16589 CR 142
Brainerd, MN 56401

From: Matt Kallroos <Matt.Kallroos@crowwing.gov>
Sent: Wednesday, July 15, 2026 4:06 PM
To: Rob Hall <Rob.Hall@crowwing.gov>
Subject: John Cullinane CSAH 3

Rob,

Here is a recap of John's comments and concerns regarding the upcoming CUP/Prelim Plat near his property:

1. John stated that he understood the frontage road would be completed as part of the CSAH 3/4 roundabout project and expressed frustration that it has not yet been constructed.
2. He considers the existing access and road serving his property to be private and does not believe traffic from the proposed storage units should be permitted to use it.
3. Drainage concerns near the CSAH 3 access were also discussed.
4. John stated that the proposed storage buildings would eliminate the existing road connection between his property and his buildings directly to the south.

*See attached graphic for visual

JOHN CULLINANE (2188512515)

Matt Kallroos
Transportation Planner
Office: (218)824-1110
Direct: (218)822-2694
www.crowwing.us

Crow Wing County Highway Department
16589 County Road 142
Brainerd, MN 56401

We value your opinion, please let us know how we are doing by taking our Customer Service Survey.

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.

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Access Dispute

Johns Property

Johns connection point to South Buildings that will be taken away

COUNTY STATE AID HIGHWAY NO. 3

RIGHT OF WAY ACCORDING FOR COUNTY STATE AID HIGHWAY NO. 3 ACCORDING TO ANDERSON ACRES

ANDERSON

EXISTING STORAGE SHED

EXISTING

20.00 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES ACCORDING TO DOC. NO. 1012070

DECK

SHED
HEIGHT=15.8'

14

PROPOSED RIGHT OF WAY LINE FOR NEW CROW WING COUNTY FRONTAGE ROAD

BLOCK

BUILDING SETBACK LINE

20.00 FOOT WIDE ELECTRIC EASEMENT

20.00 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES ACCORDING TO DOC. NO. 1012070

10.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT ACCORDING TO ANDERSON ACRES

5.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT ACCORDING TO ANDERSON ACRES

PROPOSED 15.00 FOOT WIDE UTILITY EASEMENT (TYP)

JOHN CULLINANE
PID=73240514

N38°55'39"E 300.00

Δ=28°04'21" L=146.99 R=300.00 C.Br9.=N52°06'57"E

N66°09'08"E
4.13

Δ=26°48'00" L=116.94 R=250.00

N51°04'21"W 400.00

N39°01'26"E 68.79

N39°01'26"E 68.85

S50°58'34"E 117.65

S39°01'26"W 68.92

N58°07'04"E 67.47

S31°52'56"E 49.65

N39°21'07"E 42.12

N39°21'07"E 66.26

S68°17'58"E
33.30

S38°16'36"E 44.68

S54°59'37"W 118.29

S45°19'31"W 85.65

S51°04'21"E 116.79

S38°55'39"W 145.89

S51°04'21"E 97.00

S51°04'21"E 93.05

N76°56'03"E
6.42

S00°51'54"W
6.41

S38°55'39"W 85.12

N38°55'39"E 300.00

PROPOSED STORAGE BUILDING

1 2 3 4 5 6 7 8 9 10 11

CELL TOWER

GATE

12 13

PROPOSED GRAVEL

SEPTIC MOUND

HYLAND, MYRON R. & DEBRA A. REV TRUST
PID=73240512

NICOLLE MORTENSEN & BRYAN BRETTIN
PID=73240516

EDGE OF WOODS (TYP)

1,000 FOOT SHORELAND LINE FROM BASS LAKE

ACRES

201

Stacy Westhoff

To: Chris Pence
Subject: RE: John Cullinane CSAH 3

From: Rob Hall <Rob.Hall@crowwing.gov>
Sent: Thursday, July 16, 2026 1:52 PM
To: Chris Pence <Chris.Pence@crowwing.gov>; Tim Bray <Tim.Bray@crowwing.gov>
Subject: Re: John Cullinane CSAH 3

Chris, just leaving a meeting and listened to your voice mail. The frontage road is not funded or programmed at this point. It is something that has been discussed with the majority of the property owners, and all have been in favor of the idea. The best I can say now is we plan to construct it at some point, but there has been no board action yet.

Get Outlook for iOS

From: Chris Pence <Chris.Pence@crowwing.gov>
Sent: Thursday, 16 July 2026 09:12:06
To: Rob Hall <Rob.Hall@crowwing.gov>; Tim Bray <Tim.Bray@crowwing.gov>
Subject: RE: John Cullinane CSAH 3

OK Thanks

From: Rob Hall <Rob.Hall@crowwing.gov>
Sent: Thursday, July 16, 2026 9:05 AM
To: Chris Pence <Chris.Pence@crowwing.gov>; Tim Bray <Tim.Bray@crowwing.gov>
Subject: Re: John Cullinane CSAH 3

Yes, something that is closer to 50/50 once it gets east of the right of way makes sense.

Rob Hall
Assistant County Engineer
Crow Wing County

From: Chris Pence <Chris.Pence@crowwing.gov>
Sent: Thursday, 16 July 2026 08:29:44
To: Rob Hall <Rob.Hall@crowwing.gov>; Tim Bray <Tim.Bray@crowwing.gov>
Subject: RE: John Cullinane CSAH 3

Yes I am wondering if the PCBOA could condition that the applicant needs to simply widen the access to the south so that the driveway is on the applicants property

---

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Sent: Thursday, July 16, 2026 8:27 AM

To: Chris Pence <Chris.Pence@crowwing.gov>; Tim Bray <Tim.Bray@crowwing.gov>
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Robert Hall, PE
Assistant County Engineer
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Crow Wing County Highway Department
16589 CR 142
Brainerd, MN 56401

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*See attached graphic for visual

JOHN CULLINANE (2188512515)

Matt Kallroos
Transportation Planner
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Our Values: Be responsible. Treat people right. Build a better future.

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CROW WING COUNTY MINNESOTA

NOTICE OF DECISION

Property Owner: Great North Communications LLC – Rick Adams

Parcel Number: 73240513

Physical Address: 23324 County Road 3, Merrifield, MN 56465

Township: Lake Edward

Your Variance application was approved by the Planning Commission/Board of Adjustment on July 16, 2026 for a Setback of 50 feet where 100 is required.

CONDITIONS:

- **None**

Date: 7/17/2026

Chris Pence- Environmental Services Manager

CROW WING COUNTY
MINNESOTA

NOTICE OF DECISION

Property Owner: Great North Communications LLC – Rick Adams

Parcel Number: 73240513

Physical Address: 23324 County Road 3, Merrifield, MN 56465

Township: Lake Edward

Your Conditional Use Permit application for Commercial Storage Buildings – Consisting of 11 buildings was approved on July 16, 2026, by the Planning Commission/Board of Adjustment. You are required to obtain all permits prior to construction activities. Any modifications to this Conditional Use Permit in the future will require an amendment to the Conditional Use Permit.

CONDITIONS:

1. **This conditional use permit is for a commercial storage facility to include the following:**
    a. **11 commercial storage buildings**
2. **Applicant gives the Land Services Department permission to enter said property to perform inspections of the property to verify compliance with this conditional use permit.**
3. **A land use permit must be obtained from the Land Services Department prior to the construction of future structures.**
4. **A Land Use Permit to construct the building on lot 11 cannot be issued until the existing structure on lot 14 is removed.**
5. **Lots 12, 13 or 14 cannot have any future storage facility structures.**
6. **Implement an erosion and sediment control plan utilizing best management practices (BMP's) prior to construction and dirt moving activities. The plan must be approved by the County. The BMP's must remain in place until all disturbed soils are stabilized.**
7. **A stormwater management plan, according to Article 41 of the Land Use Ordinance, and as approved by County staff at the time of land use permits, must be implemented by the time of permit expiration (2 years) or upon substantial completion of the project, whichever is sooner.**
8. **The applicant shall be required to conform to all aspects of Article 16 of the Land Use Ordinance (Commercial and Commercial-Industrial District Standards)**
9. **Maximum building height is 35 feet.**
10. **Structures must meet the 35-foot ROW setback and 50-foot side yard setback (to residentially zoned property)**
11. **Screening along the residentially zoned property line to the south must be effectively implemented within 1 year, meeting all requirements of Article 36.**

Date: 7/17/2026

Chris Pence- Environmental Services Manager

CROW WING COUNTY MINNESOTA

NOTICE OF DECISION

Property Owner: Great North Communications LLC – Rick Adams

Parcel Number: 73240513

Physical Address: 23324 County Road 3, Merrifield, MN 56465

Township: Lake Edward

Your application for the Preliminary Plat of "Gobblers Storage Addition" – Consisting of 12 lots and 2 Outlots has been recommended for approval to the County Board of Commissioners on July 16, 2026, by the Planning Commission/Board of Adjustments. Your application will now be placed on the July 28, 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. **Lots 12, 13 or 14 cannot have any future storage facility structures.**
4. **A Land Use Permit to construct the building on lot 11 cannot be issued until the existing structure on lot 14 is removed.**
5. **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.**
6. **Documentation of plat monuments completed**
7. **Title Commitment (Before Final Plat)**

Date: 7/17/2026

Chris Pence- Environmental Services Manager

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 28, 2026

Land Services	Gary Griffin
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Pelican Beach Holdings LLC – Pelican Beach Reserve – Final Plat

PREVIOUS ACTION:

- May 21, 2026– The Planning Commission/Board of Adjustment made a motion to recommend approval of the preliminary plat of “Pelican Beach Reserve” to the County Board of Commissioners.
- June 9, 2026 – County Board of Commissioners approved the preliminary plat

COMMENTS:

Legal Description:

Part of SE¼ of NE¼

Part of Govt Lot 4

Section 4 Township 135 Range 28

Lake Edward Township

PID: 73040571

RECOMMENDED BOARD ACTION:

Approve the final plat of “Pelican Beach Reserve” with 13 lots (11 residential lots and 2 common lots)

Approximate length of presentation: 5 Minutes

PELICAN BEACH RESERVE

KNOW ALL PERSONS BY THESE PRESENTS: That Pelican Beach Holdings, LLC, a Minnesota limited liability company, owner of the following described property:

SOUTH HALF (S½) OF THE FOLLOWING DESCRIBED TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4-NE¼), SECTION FOUR (4), TOWNSHIP ONE HUNDRED THIRTY-FIVE (135), RANGE TWENTY-EIGHT (28): BEGINNING AT A POINT ON THE LINE BETWEEN SECTIONS THREE (3) AND FOUR (4) EXTENDED ON THE BEACH OF PELICAN LAKE 1,328 FEET NORTH OF THE QUARTER SECTION CORNER; THENCE SOUTH ON THIS LINE 332 FEET; THENCE NORTH 89 DEGREES 13 MINUTES WEST TO THE WEST LINE OF LOT ONE (1); THENCE NORTHERLY ALONG THIS WEST LINE OF LOT ONE (1) TO A POINT FROM WHICH A LINE RUNNING SOUTH 89 DEGREES 37 MINUTES EAST WILL STRIKE THE PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 37 MINUTES EAST ALONG THIS LINE TO THE PLACE OF BEGINNING,
AND THAT PART OF GOVERNMENT LOT FOUR (4), SECTION THREE (3), TOWNSHIP ONE HUNDRED THIRTY-FIVE NORTH (135N), RANGE TWENTY-EIGHT WEST (28W), CROW WING COUNTY, MINNESOTA, LYING BETWEEN THE EXTENSION EASTERLY TO THE SHORE OF PELICAN LAKE OF THE NORTH AND SOUTH LINES OF TRACT DEEDED TO AVENSON AS EVIDENCED BY WARRANTY DEED DATED AND FILED SEPTEMBER 20, 1983, IN BOOK 339 OF DEEDS, PAGE 352 AT THE COUNTY RECORDER'S OFFICE IN AND FOR SAID CROW WING COUNTY, MINNESOTA.

Have caused the same to be surveyed and platted as PELICAN BEACH RESERVE and do hereby dedicate to the public for public use the public way as shown on this plat.

In witness whereof said Pelican Beach Holdings, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____day of _____, 20___.

Signed:

_____
Joshua A. Miles, Chief Manager
STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____day of _____, 20___, by Joshua A. Miles, Chief Manager of Pelican Beach Holdings, LLC, a Minnesota limited liability company.

_____ _____
(Notary Signature) (Notary Printed)
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

I, Cynthia M. Hidde do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3 as of the date of this certificate are shown and labeled on this plat; and that all public ways are shown and labeled on this plat.

Dated this_____day of _____ , 20___.

_____
Cynthia M. Hidde, Licensed Land Surveyor
Minnesota License Number 44881

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20___, by Cynthia M. Hidde, Minnesota Licensed Land Surveyor.

_____ _____
(Notary Signature) (Notary Printed)
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

Department of Auditor-Treasurer

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable for the year 20___ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ___day of _____, 20___.

_____
Gary Griffin, Auditor-Treasurer for Crow Wing County, Minnesota

County Board, Crow Wing County, Minnesota

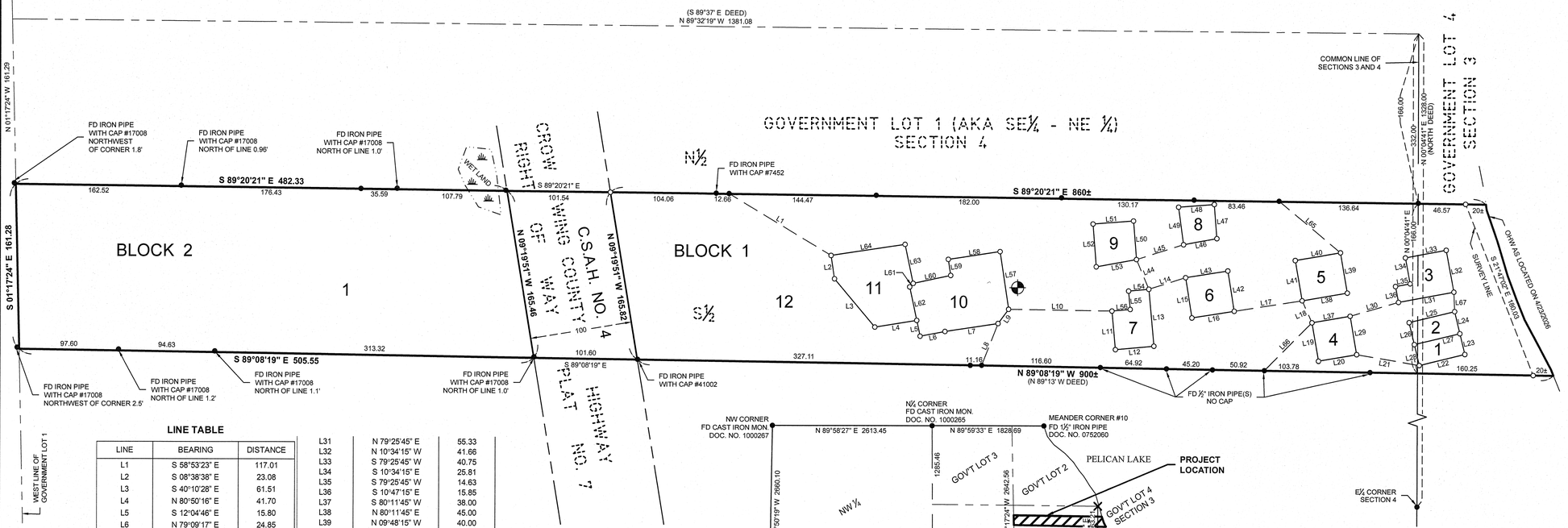
This plat of PELICAN BEACH RESERVE was approved and accepted by the County Board of Crow Wing, Minnesota at a regular meeting held this _____day of _____, 20___, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

_____ _____
Rosemary Franzen, Chair Deborah Erickson, County Administrator

I hereby certify that this instrument was filed for record in the office of the County Recorder in and for Crow Wing County, Minnesota on this _____ day of _____, 20 ___ at _____m. as Document No._____

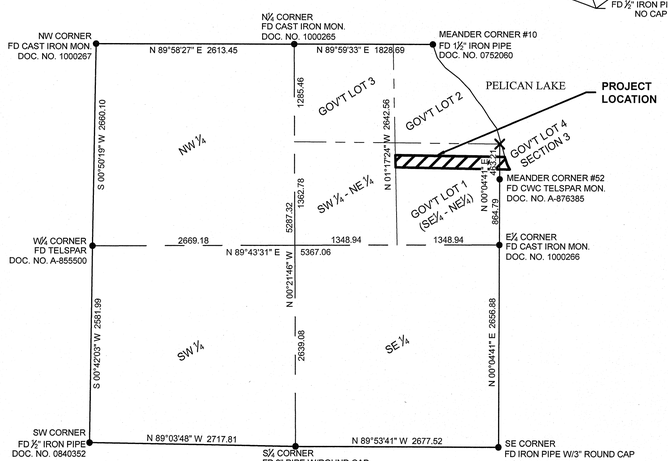
_____ _____
Crow Wing County Recorder Deputy Recorder

26031



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 58°53'23" E	117.01
L2	S 08°38'38" E	23.08
L3	S 40°10'28" E	61.51
L4	N 80°50'16" E	41.70
L5	S 12°04'46" E	15.80
L6	N 79°09'17" E	24.85
L7	N 81°21'22" E	52.71
L8	S 21°11'35" W	44.01
L9	N 36°45'07" E	17.34
L10	S 89°16'46" E	101.49
L11	S 05°14'15" E	38.00
L12	N 84°45'45" E	38.00
L13	N 05°14'15" W	56.00
L14	N 72°26'36" E	37.79
L15	S 09°09'42" E	40.00
L16	N 80°50'18" E	42.00
L17	N 81°09'25" E	67.44
L18	S 24°22'04" E	23.60
L19	S 09°48'15" E	38.00
L20	N 80°11'45" E	38.00
L21	S 80°22'27" E	62.51
L22	N 76°19'22" E	46.00
L23	N 13°40'38" W	20.82
L24	N 13°40'38" W	22.18
L25	S 76°19'22" W	46.00
L26	S 13°40'38" E	22.03
L27	N 76°30'04" E	46.00
L28	S 13°40'38" E	20.97
L29	N 09°48'15" W	38.00
L30	N 73°54'09" E	49.35
L31	N 79°25'45" E	55.33
L32	N 10°34'15" W	41.66
L33	S 79°25'45" W	40.75
L34	S 10°34'15" E	25.81
L35	S 79°25'45" W	14.63
L36	S 10°47'15" E	15.85
L37	S 80°11'45" W	38.00
L38	N 80°11'45" E	45.00
L39	N 09°48'15" W	40.00
L40	S 80°11'45" W	45.00
L41	S 09°48'15" E	40.00
L42	N 09°09'42" W	40.00
L43	S 80°50'18" W	42.00
L44	N 23°00'35" W	31.47
L45	N 72°26'54" E	48.51
L46	N 79°33'13" E	33.29
L47	N 04°28'35" W	33.55
L48	S 85°31'25" W	35.18
L49	S 07°41'10" E	37.07
L50	N 04°28'35" W	37.98
L51	S 85°31'25" W	39.89
L52	S 04°28'35" E	42.16
L53	N 79°33'13" E	40.11
L54	S 84°45'45" W	20.00
L55	S 05°14'15" E	18.00
L56	S 84°45'45" W	18.00
L57	N 08°38'38" W	56.98
L58	S 81°21'22" W	51.37
L59	S 08°38'38" E	15.94
L60	S 78°05'58" W	37.68
L61	S 44°17'11" W	4.81
L62	S 12°04'46" E	33.41
L63	N 11°54'02" W	38.93
L64	S 81°21'22" W	73.49
L65	S 50°10'43" E	78.56
L66	S 44°54'50" W	66.02
L67	N 02°28'02" W	19.09



VICINITY MAP
SECTION 4 - TWP 135 N - RANGE 28 W
NO SCALE

LEGEND

- ● DENOTES FOUND 2" IRON PIPE (UNLESS OTHERWISE NOTED)
- ○ DENOTES ½" x 18" IRON MONUMENT SET MARKED BY LICENSE No. 44881
- DENOTES DELINEATED WETLAND, AS SHOWN, DELINEATED BY BRINKS WETLAND SERVICES, CERTIFICATE #1007 ON 4/29/2026
- (123.45) DENOTES PLAT AND/OR DEEDED MEASURE
- ⊕ **BENCHMARK:** HIGH POINT OF WELL
  ELEV. = 1230.10
  BASED ON NAVD 88 DATUM

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

PELICAN LAKE
GENERAL DEVELOPMENT CLASSIFICATION
ORDINARY HIGH WATER ELEVATION = 1208.1

BENCHMARK: ZERO GAUGE READING AT DAM, AT THE INTERSECTION OF CR 11 AND THE CHANNEL BETWEEN PELICAN LAKE AND OSSAWINNAMAKEE LAKE, HAS AN ELEVATION = 1205.28 PER MN DNR BASED ON NAVD 88 DATUM

N

60 0 60 120
SCALE IN FEET

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

KRAMER LEAS DELEO
SURVEYING • ENGINEERING • PLANNING

Brainerd/Baxter
1120 Industrial Park Road
Brainerd, MN 56401
Phone (218) 829-5333
Toll Free 1-866 816-5333
Fax (218) 829-5377
www.kldland.com

St. Cloud
13 11th Ave. North
St. Cloud, MN 56303
Phone (320) 259-1266
Toll Free 1-877-259-1266
Fax (320) 259-8811

July 15, 2026

Crow Wing County
Land Services Department
322 Laurel Street, Suite 14
Brainerd, MN 56401

RE: **PELICAN BEACH RESERVE**

I have reviewed and checked the proposed final plat of PELICAN BEACH RESERVE in regards to the mathematical correctness and the requirements of the most current; Minnesota Platting Statutes, Chapter 505 and the current Manual of Guidelines for Platting in Minnesota, a joint publication of the Minnesota Society of Professional Surveyors (MSPS) and Minnesota Association of County Surveyors (MACS).

The plat dedication which includes the legal description, dedication statements, owner's signatures and other approving signatures conforms to the plat drawing and information provided to form. This independent plat review does not include a title review to confirm the use of the proper plat boundary description or ownership of the subject property being platted.

A field inspection to confirm the placement of the required boundary, plat and lot corners has not been performed.

Based on these conditions I find the plat to conform to the above statutes, regulations and publications.

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

Name of Surveyor

Signature: _____ Typed or Printed Name: James Kramer

Date: 7-15-2026 License Number: 23668

DECLARATION

THIS DECLARATION, made as of this _____, 2026 by Pelican Beach Holdings, LLC, the (the "***Declarant***") PURSUANT TO THE PROVISIONS OF Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the "***Act***"), for the purpose of creating a planned community under the Act.

RECITALS

A. Declarant is the owner in fee simple of the real property situated in Crow Wing County, MN legally described on Exhibit A attached hereto and incorporated herein by reference (the "***Subject Property")***.

B. Declarant is not reserving and additional real estate to add this planned community.

C. Declarant has deemed it desirable for the preservation of the value of the Subject Property to submit the same, together with the buildings, structures, improvements and other permanent fixtures thereon to the provisions of the Act, and to incorporate under Chapter 317A of the laws of the State of Minnesota for the purpose of administering the Subject Property. The Subject Property is not subject to a master association. The Subject Property does include lakeshore and riparian rights.

D. Declarant is about to sell, dispose of and convey interests or estates in and to the Subject Property, together with the buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and any and all rights and privileges belonging to or in anyway appertaining thereto, and to accomplish this purpose desires to submit the Subject Property to the requirements of the Act.

E. Declarant desires and intends that the owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Subject Property shall at all times enjoy the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the planned community form of ownership of the Subject Property and are established for the purposes of enhancing and perfecting the value, desirability and attractiveness of the same.

NOW, THEREFORE, Declarant, as the sole owner of the Subject Property for the purposes above set forth, hereby submits the Subject Property to the Act as a planned community under the name Pelican Beach Reserve and declares as follows:

ARTICLE I.
DEFINITIONS

The following words, when used in the Declaration (unless the context shall prohibit) shall have the following meanings:

a) "***Additional Property***" – n/a

(b) "***Association***" shall mean and refer to the Pelican Beach Reserve Homeowner's Association, Inc., a Minnesota nonprofit corporation, its successors and assigns.

(c) "***Common Area***" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners and such other persons to whom the Owners may

delegate this right pursuant to this Declaration and to all improvements located thereon and owned or otherwise held by the Association for the common use and enjoyment of said persons.

The Common Area owned or to be owned by the Association is legally described on Exhibit C attached hereto.

(d) "***Consumer Price Index***" means the Consumer Price Index – All Items, Minneapolis/St. Paul Average, All Urban Consumers as published by the United States Department of Labor's Bureau of Labor Statistics or a similar government index of inflation in the event such index is no longer published.

(e) "***Declarant Control Period***" n/a

(f) "***Declaration***" shall mean this document and all amendments and supplements hereto.

(g) "***Dwelling***" shall mean and refer to any portion of a building or mobile home situated upon the Subject Property designated and intended for use and occupancy as one residential unit.

(h) "***Governing Document***" shall mean and refer to this Declaration, and the Articles of Incorporation and By-Laws of the Association, as amended from time to time, all of which shall govern the use and operation of the Subject Property

(i) "***Member***" shall mean and refer to all Owners who are members of the Association as provided in Article III, Section 1, hereof.

(j) "***Owner***" shall mean and refer to the record Owner or contract vendee, whether one or more persons or entities, of a fee simple title to any Unit situated upon the Subject Property but excluding contract vendors, unless the contract provides otherwise, and others having such interest merely as security for the performance of an obligation.

(k) "***Planned Community***" shall mean the real estate, portions of which are designated for separate ownership as Units and the remainder of which is designated as Common Area which is subject to this Declaration. Specifically, as the term is used herein, it means and refers to Pelican Beach Reserve the Planned Community established by this Declaration.

(l) "***Plat***" shall mean the recorded plat depicting the Subject Property pursuant to the requirements of Section 515B.2-110(d) of the Act, and complying with Minnesota Statues Chapter 505 including any amended or supplemental Plat recorded from time to time in accordance with the Act.

(m) "***Subject Property***" shall mean and refer to all properties that are subject to this Declaration as defined in Article II, Section 1.

(n) "***Unit***' shall mean and refer to a dwelling together with the parcel of property or percentage interest in the parcel of property upon which the Dwelling is situated, as legally described in the instrument of conveyance in favor of the current Owner. Unit shall not be construed to include Common Area as herein defined.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION AND USE THEREOF

Section 1. EXISTING PROPERTY.

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Crow Wing and State of Minnesota, and is legally described as shown on Exhibit A, all of which real property shall hereinafter be referred to as the "Subject Property".

Section 2. UNITS

There are 11 Units. No person may create additional Units by the subdivision or conversion of Units pursuant to Section 515B.20-112 of the Act.

Each Unit constitutes a separate parcel of real estate. The Units shall each be improved with one Dwelling and all Units and Dwellings will be restricted to residential use. **Per County requirements, each existing Unit may not be increased in size, area, volume or height. If a Unit is removed, the replacement Unit shall be the exact footprint.**

Unless stated otherwise in this Declaration, an Owner shall be responsible for maintenance of the Unit and the Dwelling thereon.

The identifiers and locations of the Units are shown on the Plat, which is incorporated herein by reference. The identifier for a Unit shall be its lot and block numbers and the subdivision name. The front, rear and side boundaries of each Unit shall be the boundary lines of the Platted lot upon which the Dwelling is located or intended to be located as shown on the Plat.

Section 3. COMMON AREA.

The Common Area shall be owned by the Association and used for open space, private utilities, shoreland use and related activities. Maintenance, replacement and repair of the road, sanitary sewer, storm sewer, security lighting, pressure tanks, well and water lines on the Common Area are the responsibility of the Association. The Common Area shall be conveyed to the Association as of the date of conveyance of any Unit to an Owner other than Declarant.

The Common Area shall include the dock system that shall be maintained by the Association but each Unit Owner shall be assigned one slip of the same number as their Lot which shall be used exclusively by that Unit Owner. **Per County requirements, the dock shall be a common dock with 11 mooring spaces. There shall also be one day use dock.**

Section 4. STATEMENT PURSUANT TO SECTION 515B-105 OF THE ACT.

The Condominium does include shoreland, as defined in Minnesota Statutes, § 103F.205. Zoning authorities may further restrict or control the use of said shoreland.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCATION. POWERS OF THE ASSOCIATION.

Section 1. MEMBERSHIP.

Every Owner of a Unit which is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Unit which is subject to assessment by the Association. The foregoing is intended to exclude persons or entities holding an interest merely as security for the performance of an obligation including contract vendors (unless the contract for deed provides otherwise) until such time such person acquires a fee simple interest in such Unit by foreclosure or by a proceeding in lieu thereof, or as to a contract under, until such time as the contract for deed is cancelled. Ownership of such Unit shall be the sole qualification for membership.

Membership and voting rights are as set forth in Exhibit D.

Section 2. VOTING RIGHTS.

Each Member shall be entitled to one vote for each Unit owned. When more than one (1) person holds the interest in a Unit, all such persons shall be Members but the vote for such Unit shall be exercised by and among themselves as they shall determine, subject, however, to limitation that the voting power for any Unit may not be split. The vote for any Unit which is owned by more than (1) Member may not be cast at any meeting unless such members have filed with the Secretary of the Association prior to such meeting the Name of One (1) of their number who then shall be the only person authorized to cast such vote at such meeting. In lieu of such filing prior to every meeting, such Members may file a document executed by all of them, designating one (1) of their number as the persons authorized to cast their vote at all future meetings and such authorization shall continue to be valid until such time as such authorization shall have been rescinded in writing by all such Members.

Section 3. SUSPENSION OF RIGHTS.

The right of any Member, the Member's family or guests to use any recreational facilities that may be acquired by the Association shall be suspended during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for any infraction of any rules or regulations adopted by the Association.

Section 4. POWERS OF THE ASSOCIATION.

Declarant hereby delegates to, and the Association hereby is permitted to exercise all powers described in the Governing Documents, the Act and the statute under which it was incorporated. Neither this Planned Community nor the Association is subject to any Master Association.

ARTICLE IV.
PROPERTY RIGHTS AND OBLIGATIONS IN THE COMMON AREA

Section 1. MEMBERS' EASEMENT AND ENJOYMENT.

Subject to the provisions of Section 2 below, every Member shall have a non-exclusive easement of ingress and egress over the Common Area and a non-exclusive easement and right of enjoyment in and to the Common Area, and such easements shall be appurtenant to and shall pass with the title to every Unit.

Section 2. EXTENT OF MEMBERS' EASEMENTS.

The rights and easements in favor of the Members created herby and the title of the Association to the Common Area shall be subject to the following and as further provided herein:

(a) The right of the Association, as provided in the Governing Documents, to borrow money for the purpose of improving, repairing and maintaining the Common Area or any improvements thereon, and in aid thereof to mortgage said properties, which rights of such mortgagee in said properties shall be subordinate to the rights of the Members hereunder;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(c) The right of the Association, as provided in the Governing Documents, to suspend the voting and enjoyment rights of any Member for any period during which any assessments remain unpaid, and to suspend the said enjoyment rights for any period not to exceed sixty (60) days and to impose a fine not to exceed Ten Dollars ($10.00) for each infraction of its published rules and regulations, each day during which infractions exist being deemed a separate and distinct infraction; provided, however, that nothing contained in this Section 2c shall be deemed to deny an Owner access to and from his or her Unit or Dwelling located on the Subject Property;

(d) The right of the Association to charge reasonable admission and other fees to Members for the Use of the Common Area (including use of community building);

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members. Except for the installation of utilities pursuant to the easements created by Article X hereof, no such dedication or transfer shall be effective unless an instrument signed by all Members ahs been recorded agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken. The consent requirements of Article CII, Section 5, must also be met to effect a valid dedication or transfer;

(f) Rights, if any, of Crow Wing County to maintain the Common Area in the event of failure by the Association to do so;

(g) Utility and drainage easements to install sewer, water, gas, electric and telephone lines, transformers, towers, poles, lighting fixtures, pipes, conduits, cables, wires, internet, tv cable, drainage channels and other utility facilities, including the right of access thereto for the purpose of constructing, installing, repairing, maintaining, altering and modifying any such facilities;

(h) Encroachments, if any, created pursuant to Section 5 of this Article.

Section 3. DELEGATION OF USE.

Any Owner may delegate, in accordance with the bylaws, his or her right of enjoyment to the Common Area and facilities to the members of his or her family who reside on the Subject Property, subject to the limitation contained in Article X, Section 9 regarding rental and use of Dwellings.

Section 4. TAXES, UTILITIES AND MUNICIPAL SPECIAL ASSESSMENTS ON COMMON AREAS.

Taxes, utility charges and special assessments that would normally be levied against the Common Area shall be divided and levied against the individual Units in the Subject Property in equal proportion, or as the governmental taxing authorities shall determine, which levies shall be a lien against said individual Units.

Section 5. ENCROACHMENTS.

Nothwithstanding any other provisions contained herein, in the event any Dwelling or garage or any fireplace, roof, air conditioner, flower box, deck, patio, balcony, eaves, or other appurtenance on any Unit as originally constructed (or as reconstructed or added to in accordance with the provisions of Article VIII herein) encroaches upon or overhangs upon any part of the Common Area, then a perpetual easement appurtenant to such encroaching or overhanging Unit shall exist for the continuance of such encroachment or overhang upon the Common Area.

Section 6. PARKING RIGHTS.

Ownership of each Unit shall entitle the Owner to the right of ingress and egress in and to the Owner's Lot and the right to exclusive use of the driveway/parking pad located within their Lot.

Section 7. ASSOCIATION'S EASEMENTS.

The Association or its agents or employees shall have the right to go upon any Lot in Connection with the maintenance or repair of the Common Area or any improvements thereon or in connection with its maintenance responsibilities set forth in Article XIII.

ARTICLE V.
SPECIAL DECLARANT RIGHTS

none

ARTICLE VI.
COVENANTS FOR MAINTENANCE ASSESSMENT

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENTS.

The Declarant, for each Unit owned by it within the Subject Property, hereby covenant, and each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges: and (b) special assessments. Such assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them, but may continue to be a lien on the Unit. No Owner may avoid the lien of, or personal liability for, such assessment by nonuse of the Common Area or abandonment of the Owner's Unit. All assessments shall be fixed, established and collected in the manner provided in this Article. A lien created under this Article is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the

Declaration, (ii) any first mortgage encumbering the fee simple interest in the unit, (iii) liens for real estate taxes and other governmental assessments or charges against the unit.

Section 2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subject Property and for the improvements and maintenance of the Common Area and other areas that the Association is obligated to maintain as provided herein. The annual assessments shall be payable in regular installments and shall be used for (but not limited to) hazard insurance for Common Area and Dwellings; maintenance to be performed by the Association pursuant to Article XIII; an adequate reserve fund for maintenance, repairs and replacement of the Common Area and improvements thereon and other areas that must be replaced on a periodic basis; and use, maintenance, repairs and replacement of water, sewer and utility lines and fixtures that are not the responsibility of local governmental authority, which serve the Common Area and any Unit. Said annual assessments shall be used for maintenance and replacement of lawn, landscaping and shrubbery on Common Areas, for snow removal from paths and sidewalks located on Units and Common Area and public boulevards and exterior maintenance of the Dwellings situated upon the Subject Property.

Section 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

Except as provided in Section 8, below, annual and special assessments shall be levied equally between all the Units and may be collected as determined by the Board, provided, however, that assessments arising out of the negligence or nonperformance of any obligation of an Owner shall be for additional nonuniform amounts and shall be immediately due in full from the Owner and assessments against fewer than all Units shall be set pursuant to Section 7 below. In addition, upon determination by the Board the costs of insurance may be assessed in proportion to risk or coverage of the Unit being assessed.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent of Members holding at least seventy-five percent (75%) of the voting power of the Association and who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

The limitations of Section 3 hereof shall not apply to any change in the maximum and basis of assessments undertaken as incident to a merger or consolidation in which the Association is authorized to participate. The consent requirements of Article XII, Section 5, must also be obtained to effect a valid change in the method of determining the assessments

Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.

Written notice of any meeting of the general membership required for an action authorized under Sections 3, 4, or 5 shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to

cast sixty percent (60%) of the entire voting power of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. ANNUAL AND SPECIAL ASSESSMENTS

Except as provided in Section 8, below, both annual and special assessments must be allocated equally between all the Units. This requirement shall to apply to:

(a) common expenses or portions thereof benefiting fewer than all of the Units, which may be assessed exclusively against those Units benefited in equal portion;

(b) reasonable attorney's fees incurred by the Association in connection with the collection of assessments or the enforcement of the Governing Documents or the Rules against a Member, which may be assessed against the Member's Unit;

(c) fees and charges, interest, fines and late charges for: services provided to specific Units, late payments of assessments, violation of the Governing Documents or Rules, fees for preparation of Association documents, resale certificates, etc; and

(d) willful or negligent acts as set forth in Section 11 hereof.

Section 8. ALTERNATIVE ASSESSMENT PROGRAM FOR DECLARANT.

The Declarant shall not exercise any special assessment rights.

Section 9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE DATES.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable in equal installments on payment dates to be established by the Board of Directors.

The amount of annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in the year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 shall be fixed by the resolution authorizing such assessment.

Section 10. DUTIES OF THE BOARD OF DIRECTORS.

The Board of Directors of the Association shall fix the amount of the assessment against each Unit for each assessment period at least thirty (30) days in advance of such date or period.

Written notice of the assessment shall be sent to every Owner subject thereto, provided, however, that the failure to send such written notice shall not render any assessment invalid.

The Board shall have the right to collect any annual or special assessment on a monthly basis. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a given Unit have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 11. ASSESSMENT OF COST DUE TO WILLFUL OR NEGLIGENT ACTS.

If the need for maintenance or repair is due to the willful or negligent acts of an Owner or the Owner's family, guest, tenants or invitees, the cost of such maintenance less the net insurance proceeds received by the Association due to such act or neglect, if any, shall be assessed against such Owner's Unit and shall be added to and become a part of the current annual assessment against that Unit and, at the option of the Board, shall be payable in full with the next monthly installment of the then current annual assessment, or divided equally over the remaining months for the then current annual assessment and payable with and in addition to the monthly installments of the then current annual assessment.

Section 12. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring (a) an action at law against the Owner personally obligated to pay the assessments, and/or (b) foreclose its lien for the amounts owned by the Owner.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit and file or record the same, but such notice of lien shall not be recorded until such assessment has been wholly or partially unpaid for at least thirty (30) days from the due date. Such lien may be enforced and foreclosed by the Association in the same manner in which mortgages on real property may be foreclosed by action or by advertisement under a power of sale in Minnesota. Each Owner, by acceptance of a deed for any Unit, does further hereby give full and complete power of sale to the Association and does consent to a foreclosure of the assessment lien as if such lien were a mortgage containing a power of sale. In the event of any such foreclosure, and in the further event that the Association shall prevail in any such foreclosure, the person personally obligated to pay the same shall be required to pay all costs of foreclosure, including but not limited to, reasonable attorneys' fees. The person personally obligated to pay such lien shall also be required to pay the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, encumber, use, and otherwise deal with the Unit as the Owner thereof. Prior to reselling the Unit after foreclosure, no assessments shall be levied against the subject Dwellings. A release or satisfaction of the notice of lien shall be executed by an officer of the Association and recorded upon payment of all sums secured by such lien.

Section 13. SUBORDINATION OF LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a Unit. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof (including the delivery of a deed in lieu thereof) shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Unit from

liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

All other parties acquiring liens on any Unit after this Declaration is recorded shall be deemed to consent that their liens shall be and remain inferior to future liens provided for herein.

The Association shall, upon written request, report to any first Mortgagee or other encumbrancer of a Unit the amount of the assessments remaining unpaid for a period longer than ninety (90) days after the same shall become due.

Section 14. EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use;

(b) All properties exempted from taxation by the laws of the State of Minnesota upon the terms and to the extent of such legal exemptions; and

(c) All Common Area as defined in Article I hereof.

(d) Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII.
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units and is placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for Property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it, and shall contribute to the cost of restoration thereof in proportion to the Owner's use, without prejudice, however, to the right of any such Owner to call for a larger contribution from other Owners under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 5. Encroachments. Some of the Units may in fact be originally so placed or located because of survey difficulties or inaccuracies that the center of a party wall is not centered in fact on a dividing line. During the life of such building in such instance the offended lot shall be fully subject to an easement for maintenance of the wall as so located and for all purposes the wall shall

be treated as if centered precisely upon the lot line.

Section 6. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII.
ADDITIONAL PROPERTY

Declarant reserves no rights hereunder.

ARTICLE IX.
ARCHITECTURAL CONTROL COMMITTEE

No exterior additions, removals or alterations (including changes in color or appearance) to any building on the Subject Property, additional fences, hedges, walls, walkways, and other structures shall be commenced, erected or maintained except such as are installed or approved by the Declarant in connection with the initial construction of the improvements on the Subject Property, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding buildings erected upon the Subject Property by an architectural committee composed of the Board of Directors of the Association or three (3) or more representatives appointed by the Board of Directors. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval shall be deemed to have been given. If no application has been made to the architectural committee or their representatives, or if such application has been rejected, a suit to enjoin or remove such additions, alterations or changes may be instituted at any time by the Association or any Owner, in which suit the Association or any Owner shall have the right to collect reasonable attorneys' fees, costs and expenses. None of the members of the architectural committee shall be entitled to any compensation for their services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by such committee. During the Declarant Control Period, all decisions of the architectural committee may be vetoed by the Declarant.

Finally, the architectural control committee shall set standards for existing units to ensure each unit meets minimum safety and appearance standards and may give notices to owners (said notice being up to two years depending upon the violation) to comply with any violation of these standards. If the owner fails to so comply, the committee may recommend to the Board to commence enforcement proceedings.

ARTICLE X.
BUILDING AND USE RESTRICTIONS

Section 1. LAND USE.

No Unit shall be used except for residential purposes. **The use of RV's, trailers, campers, tents.. is prohibited. Block 2 may not be developed without future County approval.**

Section 2. NUISANCES.

No noxious or offensive activities shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. PETS.

No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Dwelling or in the Common Area, except that dogs, cats or other household pets may be kept in the Dwellings subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose, and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Subject Property upon 30 days written notice from the Board of Directors. Pets may be kept outside a Dwelling only when personally attended on a leash by a Member (or a member of a Member's family) who shall immediately pick up and properly dispose of any pet wastes.

Section 4. GARBAGE AND REFUSE DISPOSAL.

No Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and no exterior burning of household refuse shall be done

Section 5. PROHIBITED STRUCTURES, WINDOW TREATMENTS AND LAWN ORNAMENTS.

Park model units shall not be allowed within the Association. No structure of a temporary character, basketball hoop, trailer, tent, shack, boat house, barn or other out-building shall be constructed on any Unit. No garage shall be used at any time as a residence either temporarily or permanently. Window treatments must be in harmony with the design of the Dwelling and the surrounding area and must be properly installed. No blankets, sheets, loose fabric or excessively-brightly colored window treatments shall be permitted. The Architectural Control Committee shall be the final arbiter of any disputes under this Section.

Section 6. STORAGE.

No boats, snowmobiles, trailers, camping vehicles, recreational vehicles, unlicensed or inoperable automobiles or trucks or other vehicles (except vehicles belonging to the Owner or an Owner's guest) shall at any time be stored or parked on any Unit outside of a house or garage. No such boats, snowmobiles, trailers, camping vehicles, unlicensed or inoperable automobiles or trucks or other vehicles shall be stored or parked on any part of the Common Area without the express written approval of the Board of Directors.

Section 7. SEWER FACILITIES.

The sewer disposal facilities in the Subject Property are located in the Common Area and shall be maintained by the Association. The Owner shall be responsible, however, for the lines from the clean out access port to their dwelling.

Section 8. TIME SHARES/RENTAL.

The time-share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Unit into separate time periods, is prohibited. **Short term rental (less than 30 days) is prohibited.**

ARTICLE XI.
EASEMENTS

Section 1. UTILITIES AND DRAINAGE EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are hereby created and dedicated in, over and upon the Common Area owned by the Association. Within these easements, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may interfere with snow plowing or snow storage within these easements.

Section 2. WATER AND ELECTRICITY EASEMENTS.

The rights and easements of enjoyment by the Owner of each Unit and the title of such Owner in said Unit shall be subject to the rights of the Association to an exclusive easement on and over said Unit for the purpose of installing and maintaining a source of water and electricity from Dwellings to serve the Common Area.

If water or electricity taken from such Unit is used to serve the Common Area and such water and electricity is not separately metered, the Association and the Owner of the affected Unit shall agree on a reasonable method and amount of compensation payable therefore by the Association to the Owner. In the event that the parties cannot agree on a reasonable method and amount of compensation, each party shall choose one arbitrator and the two (2) arbitrators shall choose a third arbitrator and the decision of the majority of all arbitrators shall be final and conclusive of the method and amount of compensation to be paid.

ARTICLE XII.
INSURANCE

Section 1. REQUIRED COVERAGE.

The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

(a) Property insurance in broad form covering all risks of physical loss for the full insurable replacement costs of the improvements on the Common Area, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The policy or policies shall cover personal property owned by the Association and shall name the Association as the named insured. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional endorsements, coverages, deductibles and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the FHA or Federal National Mortgage Association ("FNMA") as a precondition to their insuring, purchasing or financing a mortgage on a Unit. The Board may also, on behalf of the

Association enter into binding written agreements with a mortgagee, insurer or servicer, including without limitation the FHA or FNMA, obligating the Association to keep certain specified coverages or endorsements in effect.

(b) Comprehensive public liability insurance covering the ownership, existence, use, operation or management of the Subject Property, with minimum limits of $1,000.000 per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location, and use to the Subject Property. Unit owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, operation or management of the Common Area. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an owner or occupant of a Unit because of the negligent acts of the Association or other owners or occupants and shall cover claims of one or more insured parties against other insured parties. The policy shall include such additional endorsements, coverages and limits with respect to such hazards as ay be required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit.

(c) Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the board or required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit. The fidelity bond or insurance shall name the Association as the named insured and shall, if required by the regulation of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit, be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond is in force, or (ii) a sum equal to three months aggregate assessments on all Units plus reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.

(d) Worker's compensation insurance, as required by law.

(e) Policies carried pursuant to subsections (a) and (b) shall provide that:

(1) each Member and any secured party of the Member's Unit is an insured person under the policy with respect to liability arising out of the Member's interest in the Common Area or the Member's membership in the Association;

(2) the insurer waives its rights to subrogation under the policy against any Member (or members of Member's household) and against the Association and Directors;

(3) act or omission by any Member or secured party, unless acting within the scope of on behalf of the Association, shall void the policy or be a condition to recovery under the policy; and

(4) the Association's policy shall be the primary insurance if, at the time of a loss under he policy, there is other insurance in the name of a Member covering the same property covered by the Association's policy.

Section 2. ASSOCIATION COVERAGE OF UNITS.

In addition to casualty insurance on the Common Area, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners, adequate broad-form blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Dwellings, including the structural portions and fixtures thereof but exclusive of land, footings, excavation and other items normally excluded from coverage, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be an expense of the Association to be included in the regular annual assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Dwellings shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the Owners.

Section 3. REPLACEMENT OR REPAIR OF PROPERTY.

Any portion of the Subject Property that has been damaged or destroyed by a loss covered by the Association's insurance shall be promptly repaired or replaced by the Association unless (i) the Community is terminated; (ii) such repair or replacement would be illegal; or (iii) Members holding at least 80% of the voting power of the Association (including every Member and first mortgagee on a Unit which shall not be rebuilt) vote not to rebuild. If less than the entire Subject Property is repaired or replaced, the insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition compatible with the remainder of the Community, the proceeds attributable to Units which are not rebuilt shall be distributed to the owners of those Units and the secured parties of those Units, as their interests may appear, and the remainder of the proceeds shall be distributed to all Unit Owners and secured parties as their interests may appear, in proportion to their common expense liability. The cost of repair or replacement of Common Area in excess of insurance proceeds and reserves shall be paid as a common expense, and the cost of repair of a Unit in excess of insurance proceeds shall be paid by the respective Unit Owner.

Section 4. CANCELLATION: NOTICE OF LOSS.

All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be cancelled or substantially modified, for any reason, without at least 30 days prior written notice to the Association, all of the insureds, and all mortgagees of Units (including, if applicable, the FHA or FNMA).

Section 5. REVIEW OF POLICIES.

All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

Section 6. BLANKET CASUALTY INSURANCE BY OWNER.

If the Association does not elect to maintain blanket casualty and fire insurance pursuant to Section 2 of this Article, then any Owner of a Unit shall carry, maintain, and timely pay the premium or premiums on a policy of fire, extended coverage, vandalism, and malicious mischief, with all risk endorsement insurance. Said insurance shall cover a minimum of the entire replacement cost of the improvements on such Unit and shall provide for at least ten (10) days' notice to the Board of directors of the Association before cancellation or material change in such insurance.

Section 7. REALLOCATION OF INTERESTS FOR DESTROYED UNITS.

If, pursuant to Section 3, a Unit is not rebuilt after a casualty, that Unit's entire interest in the Common Area, votes in the Association and common expense liability are automatically reallocated upon the vote as if the Unit had been condemned, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations.

ARTICLE XIII.
SPECIAL PROVISIONS

Section 1. OVERRIDING PROVISIONS.

The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 2. NOTICE OF DEFAULT.

A first mortgagee of a Unit, upon request, is entitled to written notification from the Association of any default in the performance by the Owner of any obligation under the Governing Documents known to the Association which is not cured within sixty (60) days.

Section 3. LIABILITY FOR UNPAID ASSESSMENTS.

Any first mortgagee of a Unit who obtains title to a Unit pursuant to the remedies provided in its mortgage or by foreclosure of its mortgage shall not be liable for the unpaid assessments of the Unit which accrue prior to the acquisition of title to such Unit by the mortgagee.

Section 4. RESTRICTED ACTIVITIES.

Until the Association has received written approval from all of the first mortgagees of Units, all Owners other than the Declarant and, during the Declarant Control Period, the Declarant, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned, directly or indirectly, by the Association for the benefit of the Units. The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area shall not be a deed or transfer within the meaning of this subsection;

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) By act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwellings, the maintenance of the Common Area, party walls or common fences and driveways, or the upkeep of lawns and plantings;

(d) Fail to maintain first and extended coverage on insurable Common Areas on a current replacement cost basis in an amount not less than 100% of the insurable value, based on current replacement costs; or

(e) Use hazard insurance proceeds received for losses to any Common Areas other than for the repair, replacement or reconstruction of such Common Areas.

Section 5. EXAMINATION OF BOOKS AND RECORDS.

First mortgagees shall have the right to examine the books and records of the Association.

Section 6. RIGHT TO CURE DEFAULT.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums in hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area, and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

Section 7. PRIORITY OF FIRST MORTGAGEES.

No provision of the Declaration or By-Laws shall be construed as giving to the Owner or to any other party priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

Section 8. FORECLOSURE OF FIRST MORTGAGES AND CONTRACTS.

The sale or transfer of any Unit pursuant to the foreclosure of a first Mortgage, or pursuant to any other proceeding or arrangement in lieu of such foreclosure or cancellation, shall extinguish the lien of all other assessments as to the installments which became due prior to the effective date of such sale, transfer or acquisition by the Mortgagee to the end that no assessment liability shall accrue to an acquiring Mortgagee except with respect to installments of assessments becoming due after possession has passed to such acquiring Mortgagee, whether such possession has passed at the termination of any period of redemption or otherwise; provided, however, that if a first mortgage on a Unit is foreclosed, the first mortgage was recorded after June 1, 1994, and no Owner redeems during the Owner's period of redemption provided by Minnesota Statutes Chapters 580, 581 or 582, than the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage shall take title to the Unit subject to unpaid assessments for Common Expenses levied pursuant to Sections 515B.3-115 (a), (e)(1) to (5), (f), and (i) of the Act, which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption. In the event of the extinguishment of such assessment lien as aforesaid, the entire amount of such unpaid assessment shall be reallocated and assessed against, and payable by the Owners of all other Units in the Association, exclusive of such encumbered Unit. No such sale, transfer or acquisition of possessions shall relieve an Owner of a Unit from liability for any assessments thereafter becoming due or from the lien thereof, nor shall it relieve the person personally obligated to pay the assessments which were levied prior to the transfer of such Unit from the personal obligation to pay the same.

ARTICLE XIV.
MAINTENANCE

Section 1. MANDATORY MAINTENANCE.

The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair (consistent with its natural character).

Each Owner is responsible for the maintenance, repair and upkeep of any building within their Unit and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. ACCESS AT REASONABLE HOURS.

For the purpose solely of performing the maintenance and repairs authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter any Dwelling and upon any Unit which such persons and material as the Association deems necessary at reasonable times during the day.

Section 3. EMERGENCY ACCESS.

For the purpose of performing emergency action to seal a Dwelling from weather or otherwise to prevent damage or destruction to any Dwelling, the Association through its duly authorized agents or employees, shall have the right to enter any Dwelling, and upon any Unit at any time, without notice, with such persons and materials as the association deems necessary to accomplish such emergency repairs or to take such emergency action.

Section 4. LAWN AND PLANTING MAINTENANCE.

The Association shall mow, water, rake and maintain, to the extent the Board deems necessary or desirable, the irrigation system and all lawns and exterior plantings; except that the Association may, but shall not be required to, water gardens and plantings established by Owners, and to the extent the Association undertakes to do so, it will not be responsible for any damage to such gardens and plantings due to overwatering, underwatering or improper watering. In lieu of maintaining separate water lines for the Common Area, the Association may draw water for such common purposes from exterior sill cocks on each Dwelling, provided that it rotates such drawing among all Dwellings by a schedule or other reasonable means so as to approximately equalize the amount of water taken from each Dwelling over the course of a season.

ARTICLE XV.
EMINENT DOMAIN

Section 1. TOTAL TAKING OF UNIT AND DWELLING.

If a Unit and Dwelling is acquired by eminent domain, or if so much of a Unit and Dwelling is acquired by eminent domain as to effectively leave the Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award, including severance damages, shall compensate the Owner of the Unit and Dwelling and holder of a first mortgage other security interest of record as their interests may appear. Any such remnant of a Unit and Dwelling remaining after part of a Unit and Dwelling is taken shall be conveyed to the Association and shall thereafter be Common Area. The voting rights and liability for expenses attributable to the Unit and Dwelling acquired by eminent domain shall be reapportioned among the remaining Units.

Section 2. PARTIAL TAKING OF UNIT AND DWELLING.

Unless treated as a total taking under Section 1, if part of a Unit and Dwelling is acquired by eminent domain, the award shall compensate the Owner and first mortgagee of the Unit and Dwelling as their interests may appear for the reduction in value of the unit and Dwelling. A partial taking of a Unit or Dwelling shall not affect the voting rights or liability of that Unit or Dwelling for common expenses.

Section 3. TAKING OF COMMON AREA.

If part of the Common Area is acquired by eminent domain, the award shall be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Area among the Owners and first mortgagees as their interest may appear in proportion to their votes in the Association before the taking.

ARTICLE XVI.
GENERAL PROVISIONS

Section 1. ENFORCEMENT.

The Association or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. RULES AND REGULATIONS.

The Association may make reasonable rules and regulations governing the use of the Units and of the Common Areas, which rules shall be consistent with the rights and duties established in this Declaration. The declaration shall supersede any conflicting rules by the Association.

Section 3. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 4. ENFORCEMENT AND AMENDMENT.

The covenants and restriction of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

Except as provided in the Act or as hereinafter provided, the covenants and restrictions of this Declaration may be amended only by the assent of Members holding at least seventy-five percent (75%) of the voting power of each class of Members. Any amendment must be properly recorded and a recorded certificate of the Secretary of the Association certifying that the amendment was approved by Members holding at least 75% of the voting power of each class of Members shall be sufficient evidence of such fact. The prior written approval of all the first mortgagees of Dwellings or Owners other than the Declarant shall

be required for any amendment of this Declaration which would affect the right of the Association to do any of the acts specified in Article XIII, Section 5(a), (b), (c), (d) and (e).

Section 5. NOTICES.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been property sent when mailed postage-paid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of mailing.

Section 6. MERGERS.

Upon a merger or consolidation of the Association with another corporation as provided in its Articles and By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or additions to the covenants established by this Declaration within the Subject Property except as hereinabove provided.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto caused these presents to be executed this _____ day of _____, 2026.

PELICAN BEACH HOLDINGS, LLC

_____
By Joshua Miles, its chief manager

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Joshua Miles, the chief manager of Pelican Beach Holdings, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Brad Person
Breen & Person
Box 472
Brainerd, MN 56401
(218) 828-1248

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

EXHIBIT A

Subject Property

Pelican Beach Reserve, as on file with the Crow Wing County Recorder.

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

EXHIBIT B

Additional Property

NONE.

EXHIBIT C

Common Area
Lot 12, Block 1, Lot 1, Block 2, Pelican Beach Reserve

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

EXHIBIT D

Unit	Percentage interest in Common Area
1	1/11th
2	1/11th
3	1/11th
4	1/11th
5	1/11th
6	1/11th
7	1/11th
8	1/11th
9	1/11th
10	1/11th
11	1/11th

Elite Title & Escrow, Corp.
13954 Cypress Drive,
Suite # 200
Baxter, Minnesota 56425
Tel 218-829-4450 **Fax** 218-829-4617
closing@elitetitle.co

Elite
TITLE & ESCROW CORP.

INVOICE : 10263-26 7.12.2026

BILL TO	SHIP TO	INSTRUCTIONS
Pelican Beach Holdings	Same as recipient	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Search & Exam/Commitment	325.00	325.00

SUBTOTAL	325.00
SALES TAX	
SHIPPING & HANDLING	
TOTAL DUE BY 7.12.2026	**325.00**

Thank you for your business!

stewart

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature

Elite Title & Escrow Corporation
13954 Cypress Drive, Suite 200
Baxter, MN 56425
(218) 829-4450

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I - Requirements;
f. Schedule B, Part II - Exceptions; and
g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I - Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	Elite Title & Escrow Corporation
Issuing Office:	13954 Cypress Drive, Suite 200, Baxter, MN 56425
Issuing Office's ALTA® Registry ID:	230441
Loan ID Number:	
Commitment Number:	10263-26
Issuing Office File Number:	10263-26
Property Address:	26746 County Road 4, Nisswa, MN 56468
Revision Number:	1

1. **Commitment Date:** June 11, 2026 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**

   (a) 2021 ALTA® Owner's Policy

   Proposed Insured:

   (b) 2021 ALTA® Loan Policy

   Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

   Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

   Pelican Beach Holdings, LLC, an Minnesota Limited Liability Company

5. **The Land is described as follows:**

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

Authorized Countersignature

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

SOUTH HALF (S1/2) OF THE FOLLOWING DESCRIBED TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4-NE1/4), SECTION FOUR (4), TOWNSHIP ONE HUNDRED THIRTY-FIVE (135), RANGE TWENTY-EIGHT (28): BEGINNING AT A POINT ON THE LINE BETWEEN SECTIONS THREE (3) AND FOUR (4) EXTENDED ON THE BEACH OF PELICAN LAKE 1,328 FEET NORTH OF THE QUARTER SECTION CORNER; THENCE SOUTH ON THIS LINE 332 FEET; THENCE NORTH 89 DEGREES 13 MINUTES WEST TO THE WEST LINE OF LOT ONE (1); THENCE NORTHERLY ALONG THIS WEST LINE OF LOT ONE (1) TO A POINT FROM WHICH A LINE RUNNING SOUTH 89 DEGREES 37 MINUTES EAST WILL STRIKE THE PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 37 MINUTES EAST ALONG THIS LINE TO THE PLACE OF BEGINNING, AND THAT PART OF GOVERNMENT LOT FOUR (4), SECTION THREE (3), TOWNSHIP ONE HUNDRED THIRTY-FIVE NORTH (135N), RANGE TWENTY-EIGHT WEST (28W), CROW WING COUNTY, MINNESOTA, LYING BETWEEN THE EXTENSION EASTERLY TO THE SHORE OF PELICAN LAKE OF THE NORTH AND SOUTH LINES OF TRACT DEEDED TO AVENSON AS EVIDENCED BY WARRANTY DEED DATED AND FILED SEPTEMBER 20, 1983, IN BOOK 339 OF DEEDS, PAGE 352 AT THE COUNTY RECORDER'S OFFICE IN AND FOR SAID CROW WING COUNTY, MINNESOTA.

Abstract Property

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 10263-26- Revision No. 1

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
   a. **LLC Documents**
   b. **Satisfaction of Mortgage**

5. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

6. Consistent with Minnesota Statutes Chapter 82.49, Elite Title & Escrow Corporation requires collected or qualified funds from any party obligated to provide such funds prior to disbursement.

7. **Obtain and submit to Title Company documentation showing who is authorized to sign on behalf of Pelican Beach Holdings, LLC, and that the Company is currently in good standing with the State of Minnesota.**

8. **Satisfaction of Mortgage dated November 23, 2020, filed December 23, 2020, as Document No. 944747, in the amount of $1,139,000.00, between Pelican Beach Holdings, LLC, a Minnesota Limited Liability Company, mortgagor, and American National Bank of Minnesota, mortgagee.**

   Modification of above Mortgage dated March 20, 2026, filed April 13, 2026 as Document No. 1022467. Extends Maturity Date to March 23, 2029.

9. If purpose of this refinance is for remodeling or improvement of premises we should be furnished evidence prior to closing, that bills for labor and material have been paid. If refinance is not for remodeling or improvement a letter to that effect should be submitted.

10. **NOTE: 24 MONTH CHAIN OF TITLE:** A review of the real estate records in Crow Wing County for the past 24 months has been completed. The following are the owners who have held title to this property during that time period. **Crow Wing County** records are posted to **June 11, 2026**. **Pelican Beach Holdings, LLC, a Minnesota Limited Liability Company acquired title by deed Document No. 944746, filed December 23, 2020.**

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OF OTHER TORT CLAIM OR ACTION, THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY PARAGRAPH THREE (3) OF THE CONDITIONS.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 10263-26- Revision No. 1

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Rights or claims of parties in possession not shown by the Public Records.

3. Easements, or claims of easements, not shown by the Public Records.

4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown on the Public Records.

6. Taxes or special assessments which are not shown as existing liens by the Public Records.

7. There are currently no levied Special Assessments against subject parcel.

8. Taxes for the year **2026** in the amount of $6,304.00 are **Half Paid**. Base Tax Amount $6,254.00.
   PIN: 73040571. Homestead/Resort.
   NOTE: First-half taxes are due May 15th; Second-half taxes are due October 15th.

9. Taxes for the year **2025**, and prior years, are **Paid in Full**.

10. **Rights of the public and the State of Minnesota in and to that portion of the insured Land lying below the natural high water mark of Pelican Lake.**

11. **County Highway Right of Way Plat No. 7 filed as Document No. 775954, and Final Certificate of Condemnation for County Highway Purposes dated December 10, 2010, filed May 23, 2011 as Document No. 796629.**

12. **Subject to Conditional Use Permit dated April 22, 1983, filed May 5, 1983 in Book 83 of Deeds, page 202.**

13. **Subject to Easement dated April 19, 1993, filed May 19, 1993 as Document No. 450734.**

14. **Subject to Conditional Use Permit for Gas Distribution dated March 16, 1994, filed April 6, 1994 as Document No. 465363.**

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

15. **Subject to Right-of-Way Easement in favor of Crow Wing Cooperative Power & Light Company dated November 2, 2015, filed June 3, 2016 as Document No. 874172.**

16. **Subject to Conditions and Terms of Conditional Use Permit filed May 28, 2026 as Document No. 1024255.**

17. **Unpaid municipal utility bills will become liens and will be certified to future taxes. Therefore, written documentation must be provided prior to closing that all outstanding municipal utility bills have been paid in full or will be paid at time of closing.**

18. **Matters of which a physical inspection of subject property would disclose.**
NOTE: This exception is no longer effective upon receipt of a plat drawing by the lender.

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STEWART INFORMATION SERVICES CORPORATION
Updated August 24, 2023
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker,
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
k. Auditing for compliance with federal and state laws, rules, and regulations.
l. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
c. Stewart's affiliated and subsidiary companies.
d. Parties involved in litigation and attorneys, as required by law.
e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Elite Title & Escrow Corporation DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Elite Title & Escrow Corporation, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Elite Title & Escrow Corporation, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do/does Elite Title & Escrow Corporation notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Elite Title & Escrow Corporation protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Elite Title & Escrow Corporation collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Elite Title & Escrow Corporation, 13954 Cypress Drive, Suite 200, Baxter, MN 56425

Crow Wing County Land Services
Final Plat Application

Crow Wing County Land Services Department • 322 Laurel Street Brainerd, MN 56401 • 218-824-1010 • landservices@crowwing.gov

Applicant Name: Stonemark Land Surveying, Inc

Date application submitted: 06-29-2026

Parcel Number(s): 73040571

Mailing Address: 24090 Smiley Rd

City: Nisswa Zip: 56468

Property Owner Information:

Owner Name: PELICAN BEACH HOLDINGS LLC

Physical Address: 26746 COUNTY ROAD 4

City: NISSWA Zip: 56468

Township: LAKE EDWARD TOWNSHIP Zoning: SD Deeded Acres: 4.88 Riparian: Yes

Lake/River Name: PELICAN

Required Items:

Is a preliminary plat on file?: Yes

Are you submitting preliminary plat & final plat together?: No

Is final plat within 1st Assessment?: No

If yes, are you submitting engineered construction plans for any roads, stormwater and/or other improvements required or proposed?: No

Are all conditions provided by the planning commission for the preliminary plat completed?: Yes

Have monuments been set?: No

If no, when will they be?: 09-30-2026

Title commitment uploaded in application?: Yes

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 28, 2026

Land Services	Gary Griffin
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: R and R Landscaping and Construction Inc – Greg Rono – Ann Lake Acres – Final Plat

PREVIOUS ACTION:

- May 21, 2026– The Planning Commission/Board of Adjustment made a motion to recommend approval of the preliminary plat of “Ann Lake Acres” to the County Board of Commissioners.
- June 9, 2026 – County Board of Commissioners approved the preliminary plat

COMMENTS:

Legal Description:

Part of SE ¼ of SE ¼

Section 16 Township 46 Range 28

Deerwood Township

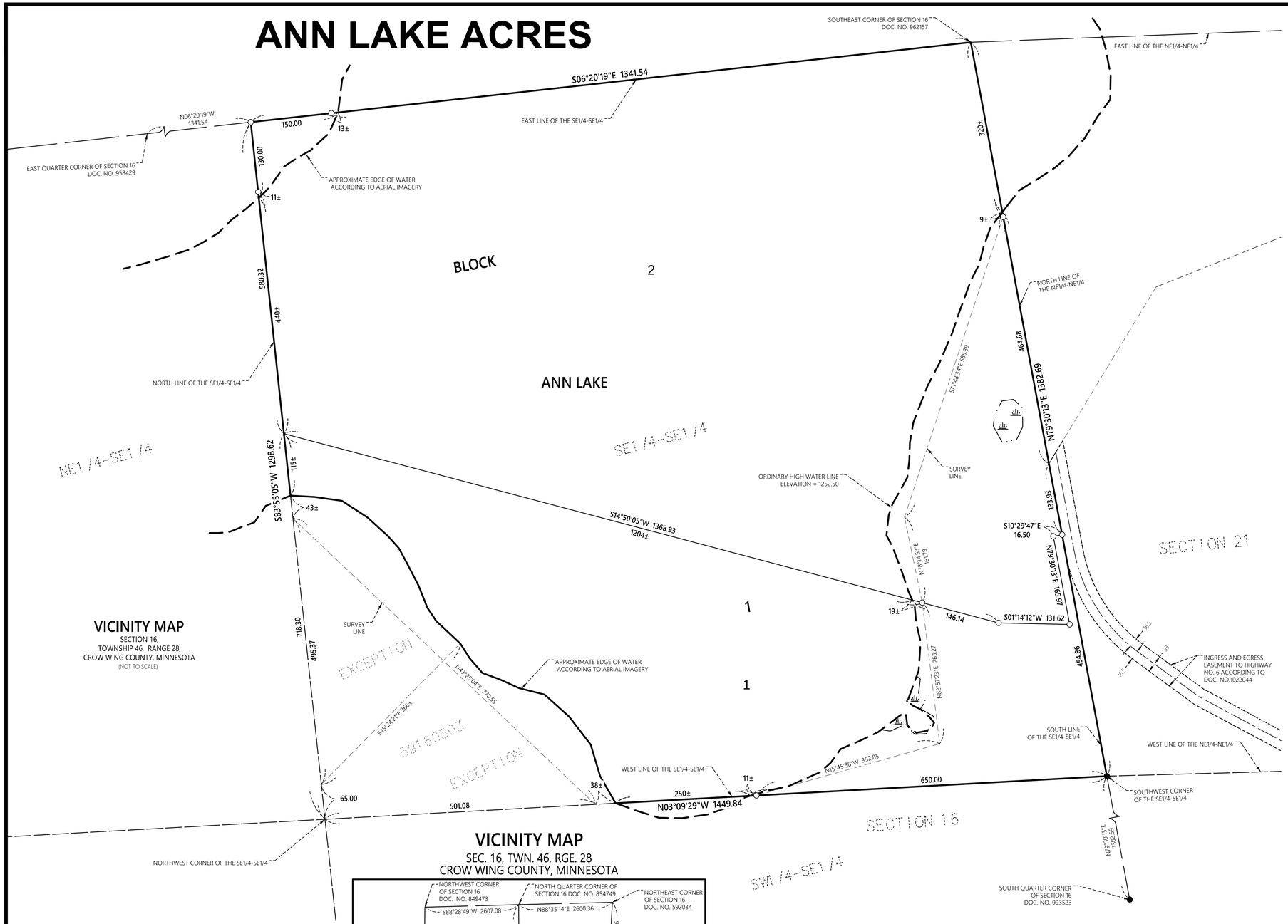
PID: 59160504

RECOMMENDED BOARD ACTION:

Approve the Final plat of “Ann Lake Acres” consisting of 2 lots

Approximate length of presentation: 5 Minutes

ANN LAKE ACRES

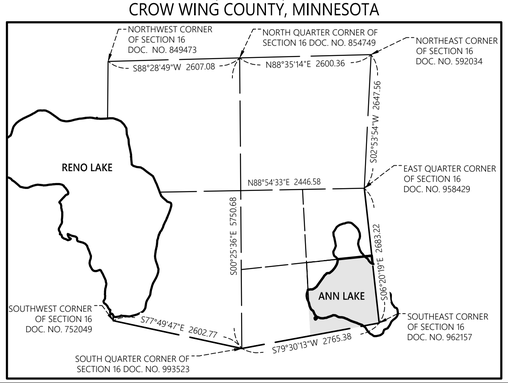


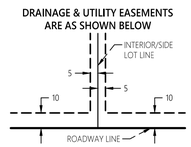
VICINITY MAP

SECTION 16,
TOWNSHIP 46, RANGE 28,
CROW WING COUNTY, MINNESOTA
(NOT TO SCALE)

VICINITY MAP

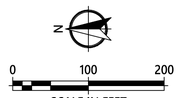
SEC. 16, TWN. 46, RGE. 28
CROW WING COUNTY, MINNESOTA





DRAINAGE & UTILITY EASEMENTS
ARE AS SHOWN BELOW

BEING 5 FEET IN WIDTH & ADJOINING ALL INTERIOR LOT LINE(S) AND BEING 10 FEET IN WIDTH & ADJOINING ROADWAY LINE(S)



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CROW WING COUNTY COORDINATE DATABASE; NAD83

VERTICAL DATUM IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988

BENCHMARK IS MNDOT GEODETIC STATION NO. 6535 "GRAIN" ELEVATION=1300.76

● DENOTES FOUND IRON MONUMENT

○ DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON PIPE SET AND MARKED BY RLS #41643

DELINEATED WETLAND

KNOW ALL PERSONS BY THESE PRESENTS: That David H. Zimdars, a single person and Patricia L. Zimdars, a single person, fee owners, and R and R Landscaping and Construction, Incorporated, contract purchaser of the following described property situated in the County of Crow Wing, State of Minnesota:

Southeast Quarter of the Southeast Quarter (SE¼ of the SE¼) of Section Sixteen (16), Township Forty-six (46), Range Twenty-eight (28);

EXCEPT

That part of the SE¼SE¼, Section 16, Township 46, Range 28, described as follows: Beginning at the Northwest corner of said SE¼SE¼; thence North 83 degrees 09 minutes 26 seconds East, assumed bearing, 65.00 feet along the North line of said SE¼SE¼; thence South 46 degrees 10 minutes 00 seconds East 366.47 feet, more or less, to the shore of Ann Lake; thence Southwesterly along said shore to its intersection with the West line of said SE¼SE¼; thence North 03 degrees 55 minutes 11 seconds West 538.85 feet, more or less, along the West line of said SE¼SE¼, to the point of beginning.

AND EXCEPT

That part of the SE¼SE¼, Section 16, Township 46, Range 28, described as follows: Commencing at the Northwest corner of said SE¼SE¼; thence North 83 degrees 09 minutes 26 seconds East, assumed bearing, 65.00 feet along the North line of said SE¼SE¼ to the point of beginning; thence South 46 degrees 10 minutes 00 seconds East 366.47 feet, more or less, to the shore of Ann Lake; thence Northeasterly along said shore to its intersection with the North line of said SE¼SE¼; thence South 83 degrees 09 minutes 26 seconds West 538.00 feet, more or less, along the North line of said SE¼SE¼ to the point of beginning.

Have caused the same to be surveyed and platted as ANN LAKE ACRES and do hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

IN WITNESS WHEREOF, said David H. Zimdars, a single person, has hereunto set his hands this _____ day of _____, 20___.

_____

David H. Zimdars

State of _____

County of _____

This instrument was acknowledged before me on _____ by David H. Zimdars.

_____

_____

Notary Public _____

My Commission Expires: _____

IN WITNESS WHEREOF, said Patricia L. Zimdars, a single person, has hereunto set her hands this _____ day of _____, 20___.

_____

Patricia L. Zimdars

State of _____

County of _____

This instrument was acknowledged before me on _____ by Patricia L. Zimdars.

_____

_____

Notary Public _____

My Commission Expires: _____

IN WITNESS WHEREOF, said R and R Landscaping and Construction, Incorporated, have hereunto set their hands this _____ day of _____ 20___.

Signed: R and R Landscaping and Construction, Incorporated

_____, President

State of _____

County of _____

This instrument was acknowledged before me on _____ by Greg Rono, President of R and R Landscaping and Construction, Incorporated.

_____

_____

Notary Public _____

My Commission Expires: _____

I, Chad M. Conner, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this_____ day of _____20___ .

_____

Chad M. Conner Licensed Land Surveyor

Minnesota License Number 41643

State of Minnesota

County of Crow Wing

This instrument was acknowledged before me on _____ by Chad M. Conner

_____

Darcie French

Notary Public, Crow Wing County, Minnesota

My Commission Expires: 01-31-2028

This plat of ANN LAKE ACRES was approved and accepted by the Board of Commissioners for Crow Wing County, Minnesota, at a regular meeting thereof held this _____ day of _____, 20___, and said plat is in compliance with the provisions of the Minnesota Statutes, Section 505.03, Subd. 2.

_____

Chairman, Crow Wing County Board of Commissioners

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable for the year 20___ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20___.

_____

Auditor/Treasurer

Crow Wing County, Minnesota

I hereby certify that this plat of ANN LAKE ACRES was filed for record in the office of the County Recorder in and for Crow Wing County, Minnesota on this ___ day of _____, 2026, and was duly recorded as Document No. _____

_____

Recorder

Crow Wing County, Minnesota

WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

© 2024 WIDSETH

July 6, 2026

Crow Wing County
Land Service Department
322 Laurel Street, Suite 14
Brainerd, Minnesota 56401

RE: ANN LAKE ACRES

Crow Wing County Land Service Department:

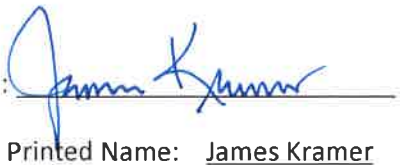
I have reviewed and checked the proposed final plat of (Name of Plat) in regards to the mathematical correctness and the requirements of the most current; Minnesota Platting Statutes, Chapter 505 and the current Manual of Guidelines for Platting in Minnesota, a joint publication of the Minnesota Society of Professional Surveyors (MSPS) and Minnesota Association of County Surveyors (MACS).

The plat dedication which includes the legal description, dedication statements, owner's signatures and other approving signatures conforms to the plat drawing and information provided to form. This independent plat review does not include a title review to confirm the use of the proper plat boundary description or ownership of the subject property being platted.

A field inspection to confirm the placement of the required boundary, plat and lot corners has not been performed.

Based on these conditions I find the plat to conform to the above statutes, regulations and publications.

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

Signature: 

Typed or Printed Name: James Kramer

Date: 7-06-2026

License Number: 23668

CHICAGO TITLE INSURANCE COMPANY

File No.: 26-1052

ALTA COMMITMENT FOR TITLE INSURANCE
Issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

Issued By: _____
Authorized Signatory

Crow Wing County Abstract Company Inc
423 Laurel St
Brainerd, MN 56401
Tel:218-829-7368
Fax:218-829-8586

By: _____
Michael J. Nolan
President

Attest: _____
Marjorie Nemzura
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I—Requirements; and
f. Schedule B, Part II—Exceptions; and
g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I—Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5 a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
e. The Company is not liable for the content of the Transaction Identification Data, if any.
f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind,
whether written or oral, express or implied, relating to the subject matter of this Commitment.
d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Crow Wing County Abstract Co., Inc.
Issuing Office: Brainerd, MN 56401
Issuing Office's ALTA® Registry ID: #0001525, Brainerd office **and** #1027150, Crosslake office
Loan ID Number:
Commitment Number: C-26-1052
Issuing Office File Number: C-26-1052
Property Address: Near Deerwood, MN 56444.
Revision Number:

SCHEDULE A

1. Commitment Date: June 24, 2026 at 8:00 A.M.

2. Policy to be issued:
2021 ALTA® Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**
Proposed Amount of Insurance: **$100,000.00.**
The estate or interest to be insured: **Fee Simple.**

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**

4. The Title is, at the Commitment Date, vested in:

David H. Zimdars and Patricia L. Zimdars.
NOTE: David H. Zimdars and Patricia L. Zimdars *shown in the public record as joint tenants*.

SCHEDULE A - continued

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5. The Land is described as follows:

CROW WING COUNTY

SE¼SE¼ of Section 16, Township 46, Range 28;
EXCEPT
That part of the SE¼SE¼, Section 16, Township 46, Range 28, described as follows: Beginning at the Northwest corner of said SE¼SE¼; thence North 83 degrees 09 minutes 26 seconds East, assumed bearing, 65.00 feet along the North line of said SE¼SE¼; thence South 46 degrees 10 minutes 00 seconds East 366.47 feet, more or less, to the shore of Ann Lake; thence Southwesterly along said shore to its intersection with the West line of said SE¼SE¼; thence North 03 degrees 55 minutes 11 seconds West 538.85 feet, more or less, along the West line of said SE¼SE¼, to the point of beginning.
AND EXCEPT
That part of the SE¼SE¼, Section 16, Township 46, Range 28, described as follows: Commencing at the Northwest corner of said SE¼SE¼; thence North 83 degrees 09 minutes 26 seconds East, assumed bearing, 65.00 feet along the North line of said SE¼SE¼ to the point of beginning; thence South 46 degrees 10 minutes 00 seconds East 366.47 feet, more or less, to the shore of Ann Lake; thence Northeasterly along said shore to its intersection with the North line of said SE¼SE¼; thence South 83 degrees 09 minutes 26 seconds West 538.00 feet, more or less, along the North line of said SE¼SE¼ to the point of beginning.

ABSTRACT PROPERTY

CHICAGO TITLE INSURANCE COMPANY

By: Diane E Junker
Authorized Signatory

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CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Plat of ANN LAKE ACRES shall be put of record in County Recorder's office for the County of Crow Wing Minnesota.
NOTE: Plat signatures must include consent of David H. Zimdars and Patricia L. Zimdars as fee title owners AND R and R Landscaping and Construction, Incorporated as Contract for Deed vendee.

5. Affidavit regarding **Seller / Borrower / Corporation / LLC** must be provided for our review.

6. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

7. The following is required from R and R Landscaping and Construction, Incorporated:
a) Certificate of good standing issued by the Secretary of State
b) Articles of Incorporation / Operating Agreement / Partnership Agreement.
c) Partnership / Corporate Resolution from the Board of Directors setting out individuals authorized to execute documents. (sale/loan/purchase)
d) Certificate of Incumbency setting out individuals authorized to execute documents.
Upon receipt and review this company reserves the right to make further requirements.

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SCHEDULE B, PART I—Requirements - continued

8. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

9. The Proposed Policy amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

4. Easements, or claims of easements, not shown by the Public Records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes or special assessments which are not shown as existing liens by the Public Records.

7. The right to the subsurface minerals is a separate interest in land.

8. 2026 taxes in the amount of $620.00 are paid in full.
   NOTE: 2025 and prior taxes are paid in full.
   Tax I.D. #59160504.

9. Special Assessments hereafter levied.
   NOTE: There are no unpaid special assessments as of the date of this commitment.
   NOTE: This does not include a search for special assessments at the local municipality

SCHEDULE B, PART II—Exceptions - Continued

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10. Mineral and mineral rights reserved to the State of Minnesota in Book 25 of Deeds, page 454.

11. Terms and conditions of Lease recorded in Book "W" of Miscellaneous records, page 157.

12. Rights of the public and the State of Minnesota to use that portion of the proposed insured property lying below the ordinary high water mark of Ann lake.

13. Terms and conditions of Easement Agreement dated January 14, 2026 and filed April 2, 2026 as Document No. 1022043.

14. Terms and conditions of Easement Agreement dated March 31, 2026 and filed April 2, 2026 as Document No. 1022044.

15. Terms and conditions of Road Maintenance Agreement dated March 31, 2026 and filed April 2, 2026 as Document No. 1022045.

16. Terms and conditions of Crow Wing County Board of Adjustment Variance filed May 28, 2026 as Document No. 1024260.

17. Terms and conditions of Contract for Deed dated January 30, 2025 and filed February 4, 2025 as Document No. 1006135.

INFORMATIONAL NOTES:

1. **CHAIN OF TITLE**: Pursuant to conveyance dated December 30, 1977 and filed January 13, 1978 in Book 289 of Deeds, page 345 AND Pursuant to conveyance dated January 6, 1978 and filed January 13, 1978 in Book 289 of Deeds, page 347.

2. **NOTICE: ALL CLOSING DOCUMENTS REQUIRING NOTARIZATION MUST BE SIGNED IN THE PRESENCE OF ONE OF THE FOLLOWING:**

   a. A Chicago Title Insurance / Fidelity National Financial Employee **OR**
   b. An Attorney Actively Licensed within the State of Document Signing - A Statement Certifying Licensing MUST be provided on the Law Office Letterhead **OR**
   c. A Bancserv Notary Public **OR**
   d. An Employee of a Closing/Title Company that has provided our office with a copy of their E & O Insurance with coverage of $100,000.00 or Higher.

Please contact us for the following forms that will need to be completed by the Notary acknowledging the signing of the Closing Documents:
NOTARY PUBLIC CERTIFICATION and NOTARY'S AFFIDAVIT
Brainerd Office No. 218-829-7393 or lori.johnson@cwcac.com
Crosslake Office No. 218-692-3091 or cwcac2@crosslake.net

3. If the parties intend to pre-sign documents or use a Power of Attorney, the executed documents must be reviewed by A Chicago Title Insurance Company/ Fidelity National Financial Employee prior to close.
4. If the property is Torrens, WE REQUIRE Examiner of Titles PRE-Approval on conveyance documents involving Power of Attorney.
5. This form does not cover utility bills against the subject property not shown on tax or assessment records..
6. The Company is not in possession of an Abstract of Title for the property.
7. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Crow Wing County Land Services
Final Plat Application

Crow Wing County Land Services Department • 322 Laurel Street Brainerd, MN 56401 • 218-824-1010 • landservices@crowwing.gov

Applicant Name: Greg Rono Date application submitted: 06-24-2026
Parcel Number(s): 59160504
Mailing Address:
City: Zip:

Property Owner Information:

Owner Name: R AND R LANDSCAPING AND CONSTRUCTION INC
Physical Address:
City: Zip:
Township: DEERWOOD TOWNSHIP Zoning: SD Deeded Acres: 37.89 Riparian: Yes
Lake/River Name: ANN

Required Items:

Is a preliminary plat on file?: Yes

Are you submitting preliminary plat & final plat together?: No

Is final plat within 1st Assessment?: No

If yes, are you submitting engineered construction plans for any roads, stormwater and/or other improvements required or proposed?: No

Are all conditions provided by the planning commission for the preliminary plat completed?: No

Have monuments been set?: Yes

If no, when will they be?:

Title commitment uploaded in application?: Yes

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, July 28, 2026

Administration	Deborah A. Erickson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Brainerd Lakes Regional Airport Ordinance Amendment

PREVIOUS ACTION:
1946 – Adoption of Brainerd City Code ordinance establishing a joint airport authority with the city of Brainerd with several amendments throughout the intervening years

COMMENTS:
Crow Wing County and the City of Brainerd have agreed to jointly maintain and operate a public airport which was established in 1946 by City of Brainerd ordinance with concurrence of the county board. The original ordinance created a funding structure for the airport budget as 50% from each entity and established an airport commission consisting of six members tasked with oversight of the airport with three representatives each from the city and county. Over the past several years there has been continued discussions between the city and county regarding the funding capacity of each entity and the perception of double taxation for Brainerd taxpayers.

At their meeting on July 6th, the Brainerd City Council adopted Ordinance No. 1605 which amends Section 305.19 of the Brainerd City Code and repeals all prior versions of Section 305.19. The provisions of the new ordinance would establish the following financial contributions and airport commission composition changes through a phased-in agreement:

- Phase 1 (effective January 1, 2027)
  - Financial contribution: County 75% / City 25%
  - Commission Membership: Four members appointed by the County Board (one county commissioner), two members appointed by the City Council (one city council member)

- Phase 2 (effective January 1, 2028)
  - Financial contribution: County 80% / City 20%
  - Commission Membership: Five members appointed by the County Board (two county commissioners), one member appointed by the City Council which will be a city council member

- Phase 3 (effective January 1, 2029)
  - Financial contribution: County 85% / City 15%

The ordinance specifies that the change in financial contribution does not affect the ownership interests of the County and City in the airport; and it further notes that the County’s annual airport levy shall not be imposed upon property within the corporate boundaries of the City. This is consistent with the current practice under the existing funding structure.

RECOMMENDED BOARD ACTION:
Concur with Brainerd City Ordinance No. 1605

Approximate length of presentation:

ORDINANCE
NO. 1605

AN ORDINANCE AMENDING CITY CODE SECTION 305.19 BRAINERD LAKES REGIONAL AIRPORT COMMISSION

The Council of the City of Brainerd ordains as follows:

305.19 Brainerd Lakes Regional Airport Commission

Subdivision 1 Purpose and Joint Operation. The City of Brainerd ("City") and the County of Crow Wing ("County") agree to jointly maintain and operate a public airport. The airport shall be known as the Brainerd Lakes Regional Airport ("Airport").

Subdivision 2 Airport Commission. There is hereby established the Brainerd Lakes Regional Airport Commission ("Commission"). The Commission is established as a joint airport operating board pursuant to Minnesota Statutes, Section 360.042, and shall exercise the powers conferred by that section and by Minnesota Statutes, Sections 360.011 to 360.076, on behalf of the City and County, except as otherwise provided in this ordinance.

Subdivision 3 Membership and Appointments.

a) Phased Composition. The Commission shall consist of six members. Recognizing the County's increased financial responsibility, the composition of the Commission shall transition according to the following schedule, with each phase taking effect on January 1 of the applicable year:
    1. Phase 1 (Effective Date through December 31, 2026): Three members appointed by the Crow Wing County Board of Commissioners, one of whom shall be a County Commissioner; and three members appointed by the Brainerd City Council, one of whom shall be a Councilmember.
    2. Phase 2 (Effective Date through December 31, 2027): Four members appointed by the Crow Wing County Board of Commissioners, one of whom shall be a County Commissioner; and two members appointed by the Brainerd City Council, one of whom shall be a Councilmember.
    3. Phase 3 (Effective Date January 1, 2028 and thereafter): Five members appointed by the Crow Wing County Board of Commissioners, two of whom shall be a County Commissioner; and one member appointed by the Brainerd City Council, who shall be a Councilmember.
b) Ex Officio Member. The Airport Manager shall serve as a non-voting ex officio member of the Commission.
c) Terms. Members serving by virtue of their position as a City Councilmember or County Commissioner shall serve annual terms. Other appointed members shall serve three-year terms.

d) Vacancies and Holdover. Appointments upon expiration of a term or upon a vacancy shall be made by the respective appointing authority. Members shall serve until their successors are duly appointed.
e) Compensation. Members shall receive such compensation as the City Council and County Board shall jointly determine.
f) Officers. The Commission shall elect a Chairperson and Vice Chairperson from among its voting members. The Chairperson shall serve a two-year term. Chairperson elections shall be held at the first regular meeting of January following the expiration of the prior Chairperson's term. No person may serve as Chairperson for two consecutive terms; upon completing a second consecutive year in the position, a Chairperson shall not be eligible for reelection as Chairperson until at least one full two-year term has elapsed. The Vice Chairperson shall serve a one-year term and may be reelected without limitation. Vice Chairperson elections shall be held at the first regular meeting of January each year. In the event of a vacancy in either office, the Commission shall elect a successor at its next regular meeting to serve the remainder of the unexpired term.

Subdivision 4. Meetings and Voting.

a) Quorum. A quorum shall consist of four members of the Commission. Official business may only be conducted at a meeting at which a quorum is present.
b) Voting. All voting members present, including the Chairperson and Vice Chairperson, shall have the right to vote on all matters. Action shall require the affirmative vote of a majority of members present at a meeting at which a quorum exists, unless a higher threshold is specified in this ordinance.

Subdivision 5 Powers of the Commission.

a) General Powers. The Commission, on behalf of the City and County, shall have authority to acquire necessary property for, establish, construct, enlarge, improve, maintain, equip, operate, and regulate the Airport and other air navigation facilities jointly controlled and operated under this ordinance. The Commission may exercise all powers granted to municipalities under Minnesota Statutes, Sections 360.011 to 360.076, except as otherwise provided in this ordinance or by law.
b) Rules and Regulations. Rules and regulations for the management, government, and use of Airport property may be proposed by the Commission but shall be enacted only by concurrent action of the City Council and County Board, pursuant to Minnesota Statutes, Section 360.038, subdivision 3, and Section 360.042.
c) Leases, Concessions, and Disposition of Property. Pursuant to Minnesota Statutes, Section 360.042, the Commission may on its own authority lease space, area, or improvements on the Airport and grant concessions for aeronautical purposes or purposes incidental thereto, consistent with the term limits established by Minnesota Statutes, Section 360.038, Subdivision 4. No

airport, air navigation facility, or air protection privilege owned jointly under this ordinance shall be disposed of by sale, lease, or otherwise, except by authority of both the City Council and the County Board, pursuant to Minnesota Statutes, Section 360.042.

d) Personnel and Professional Services. The Commission shall have authority to hire, retain, and terminate all employees and professional service providers necessary to carry out its purposes. The Commission shall adopt personnel policies consistent with applicable law.

e) Purchasing Policy. Pursuant to Minnesota Statutes, Section 360.042, which requires that a sum above which governing body approval is required for property acquisition be fixed by the joint agreement, the Commission shall adopt a purchasing policy establishing specific dollar thresholds above which Commission approval, and above which City Council and County Board approval, shall be required for the acquisition of personal property, equipment, or services. The purchasing policy shall constitute the "sum fixed by the joint agreement" for purposes of Minnesota Statutes, Section 360.042. No real property shall be acquired, and no condemnation proceedings shall be instituted without prior approval of both the City Council and the County Board in each individual instance. Condemnation proceedings shall be instituted in the names of the City and County jointly, pursuant to Minnesota Statutes, Section 360.042, Subdivision 9. The purchasing policy and any amendments thereto shall be subject to approval by both the City Council and the County Board.

Subdivision 6 Real Property; Ownership. Real property acquired under this ordinance shall be held by the City and County as tenants in common, with the City holding an undivided fifty percent (50%) interest and the County holding an undivided fifty percent (50%) interest, regardless of the financial contribution percentages in effect under Subdivision 7 at any given time. The parties expressly agree that changes to the financial contribution schedule under Subdivision 7 do not alter or imply any change to the ownership interests established by this subdivision. Any change to the ownership percentages shall require a separate written agreement and, where applicable, a recorded deed of conveyance.

Subdivision 7 Financial Contributions.

a) Phased Contribution Schedule. The respective contributions of the City and County to the Airport Fund, as established in Subdivision 9, for operating, maintenance, and capital costs not covered by federal, state, or other revenues shall transition according to the following schedule:
    1. Phase 1 (effective January 1, 2027): County seventy-five percent (75%); City twenty-five percent (25%).
    2. Phase 2 (effective January 1, 2028): County eighty percent (80%); City twenty percent (20%).
    3. Phase 3 (effective January 1, 2029): County eighty-five percent (85%); City fifteen percent (15%).

b) Ownership Not Affected. The financial contribution percentages set forth in this subdivision are independent of and do not affect the ownership interests of the City and County in Airport real property, which are governed exclusively by Subdivision 6.
c) Surplus Revenues. Any surplus of Airport revenues over operating and maintenance expenses may be transferred by the Commission to the City and County in proportion to their respective contribution percentages applicable for that year under paragraph (a).
d) Airport Levy. To the extent the County's annual levy includes an airport levy to raise funds for the County's financial obligations under this ordinance, that airport levy shall not be imposed upon property within the corporate boundaries of the City.

Subdivision 8 Annual Budget.

a) Preparation. The Commission shall annually prepare a budget for Airport finances for the ensuing calendar year. The budget shall be substantially balanced and shall identify all anticipated revenues and expenditures, presented in a format adopted by the Commission and approved by both the City Council and the County Board, consistent with generally accepted governmental accounting principles.
b) Submission. The proposed budget shall be submitted to the City Council and the County Board no later than July 1st, or such earlier date as the City Council and County Board may jointly require to meet their respective budget adoption cycles. The submission date shall be set to allow both governing bodies sufficient time to review, deliberate, and act on the budget prior to the December 1 approval deadline required by paragraph (c).
c) Governing Body Approval. Pursuant to Minnesota Statutes, Section 360.042, the total amount of expenditures to be made by the Commission for any purpose in any calendar year shall be determined by approval of the budget by each of the City Council and the County Board on or before December 1 of the preceding year. Each governing body shall notify the Commission of its approved contribution amount on or before December 1.
d) No Deficit Spending. The Commission shall not approve claims or incur obligations for expenditures unless there is unencumbered cash in the Airport Fund sufficient to pay the same.

Subdivision 9. Airport Fund and Financial Administration.

a) Airport Fund. There is hereby created a special fund designated the Airport Fund. All revenues of the Commission shall be deposited into a bank account maintained to the credit of the Airport Fund at a financial institution designated by the Commission.
b) Expenditures. All expenditures from the Airport Fund shall be made within the limits of the annual budget approved pursuant to Subdivision 8 and in accordance with the purchasing policy adopted pursuant to Subdivision 5(e).

c) Fiscal Year. The fiscal year of the Commission and the Airport Fund shall commence on January 1 and end on December 31.
d) Audit. The Airport Fund shall be audited annually. The audit may be conducted independently or in conjunction with audits of either the City or the County.

Subdivision 10. Annual Report. The Commission shall, as soon as practicable after the end of each calendar year, prepare and present to the City Council and County Board a comprehensive annual report of its activities, finances, and operations. The Commission shall also prepare and present to federal and state officials such reports as may be required by law, regulation, or contract.

Subdivision 11. Termination. This ordinance may be terminated by the repeal thereof by either the City or the County. In the event of such repeal, the powers of the Commission shall continue to the extent necessary to maintain and operate the Airport until disposition of Airport property has been completed. Any termination resulting in closure of the Airport shall be subject to the notice and preservation requirements of Minnesota Statutes, Section 360.046, which governs the process for closure of a municipal airport. Following satisfaction of those requirements, the City and County shall dispose of all Airport property and surplus funds by mutual agreement, and any disputes regarding disposition shall be resolved pursuant to Subdivision 12. In the absence of a mutually agreed arrangement, each party shall assume responsibility for outstanding debts and liabilities of the Commission in proportion to its then-applicable financial contribution percentage under Subdivision 7.

Subdivision 12. Dispute Resolution and Enforcement. In the event of a dispute between the City and County regarding the interpretation or enforcement of this ordinance, the parties shall first attempt resolution through good faith negotiation between their respective chief administrative officers. If negotiation does not resolve the dispute within thirty days of written notice of the dispute, the parties shall submit the matter to non-binding mediation before a mutually agreed mediator prior to initiating legal proceedings. Either party may seek specific performance or other appropriate legal or equitable relief in a court of competent jurisdiction.

Subdivision 13. Three-Year Review.

a) Review Cycle. Commencing with the third anniversary of the Effective Date of this ordinance, and every three (3) years thereafter, the Commission shall conduct a comprehensive review of Airport operations, governance, and finances.
b) Effect of Review. The review process does not automatically amend this ordinance. Any amendments proposed following a review require concurrent action of the City Council and County Board. If no amendments are proposed or adopted within the ninety-day period following presentation, this ordinance shall continue in effect without change until the next review cycle.

Subdivision 14. Repeal of Prior Ordinances. All prior versions of Section 305.19 of the Brainerd City Code, are hereby repealed and replaced in their entirety by this ordinance.

Subdivision 15. Effective Date. This ordinance shall take effect one week after its passage and publication, and upon adoption of a substantially identical ordinance or resolution by the Crow Wing County Board of Commissioners authorizing joint operation of the Airport on the terms set forth herein. The date on which both conditions are satisfied shall be the "Effective Date" for purposes of this ordinance.

Adopted this 6th day of July 2026

MIKE O'DAY
President of the Council

Approved this 7th day of July 2026.

DAVE BADEAUX
Mayor

ATTEST:

NICHOLAS W. BROYLES
City Administrator

Summary Publication Published One Time: 7/11/2026

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

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

Resolution Concurring with Ordinance 1605 Amending Section 305.19 of the Brainerd City Code Establishing Financial Contribution and Airport Commission Composition Changes through a Phased-In Agreement

WHEREAS, On July 6th, 2026, the Brainerd City Council adopted Ordinance No. 1605 which amends Section 305.19 of the Brainerd City Code, and

WHEREAS, this amendment repeals all prior versions of Section 305.19, and

WHEREAS, the provisions of the new ordinance would establish the following financial contributions and airport commission composition changes through a phased in agreement, and

WHEREAS, the ordinance specifies that the change in financial contribution does not affect the ownership interests of the County and City in the airport; and it further notes that the County's annual airport levy shall not be imposed upon property within the corporate boundaries of the City. This is consistent with the current practice under the existing funding structure.

NOW, THEREFORE, BE IT RESOLVED that the Crow Wing County Board of Commissioners, being a joint governing body of the airport Commission, concurs with Brainerd City Ordinance No. 1605.

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 28, 2026

1. Upper South Long Lake Improvement District – Notification of Annual Meeting
2. Mission Lakes Improvement District – Notification of Annual Meeting
3. Great River Energy/Minnesota Power – Notice of Road Usage for the Northland Reliability Project Segment 1 – with maps
4. Conservation Minnesota – Summer Newsletter

UPPER SOUTH LONG LAKE
LAKE IMPROVEMENT DISTRICT
PO Box 201, Brainerd MN 56401-0201

July 7, 2026

Deborah Erickson, County Administrator
Crow Wing County Board of Commissioners
Historic Courthouse
326 Laurel St, Suite 13
Brainerd, MN 56401

Our Board of Directors wishes to notify you that the annual meeting of the Upper South Long Lake-Lake Improvement District will be held on Saturday, July 25, 2026, at 10am in the Event Center at Paradise Resort Bar and Grill, 10067 Leisure Lane, Brainerd.

The Upper South Long Lake Improvement Association will sponsor a social gathering and lunch following the meeting and you are welcome to join us.

Sincerely,

Ruth Naber, LID President

CROW WING COUNTY
JUL 13 2026
ADMIN OFFICE

Outlook

Public Meeting Notice Mission Lakes Improvement District

From Mark Casey <msnlidinfo2026@gmail.com>

Date Mon 7/13/2026 6:47 PM

Cc bobsnell08@comcast.net <bobsnell08@comcast.net>; jmzoia1@gmail.com <jmzoia1@gmail.com>; mnarrows@hotmail.com <mnarrows@hotmail.com>; pitbike28@gmail.com <pitbike28@gmail.com>; Mark Casey <msnlidinfo2026@gmail.com>

Caution: The sender name (Mark Casey) is different from their email address (msnlidinfo2026@gmail.com), which may indicate an impersonation attempt. Verify the email's authenticity with the sender using your organization's trusted contac list before replying or taking further action.

Secured by Check Poi

You don't often get email from msnlidinfo2026@gmail.com. Learn why this is important

DATE: July 13, 2026

TO: Crow Wing County Board of Commissioners; Center Township c/o Clerk Coralea Borden; Mission Township c/o John Auge and Clerk Naomi Scott; Darrin Hoverson, MN DNR; Jacob Frie, MN DNR; Ricky Hoffman, MN DNR; Jessica Shea, Crow Wing County Land Services; Chris Pence, Crow Wing County Land Services; Bonnie Goshey, MPC; Emily Javens, MPC; Kathleen Metzker, MN DNR;

nt

FROM: Mark Casey, Secretary, Mission Lakes Improvement District - 602-989-9963

RE: 2026 Annual Meeting Notice

Public Meeting Notice
Mission Lakes Improvement District

Relevant government agencies and landowners with riparian property on Upper and Lower Mission Lakes are officially notified that the Board of Directors of the Mission Lakes Improvement District will conduct a business meeting as follows:

DAY/DATE: Saturday, August 15, 2026

TIME: 8:30AM

LOCATION: Center Township Hall - 24491 County Road 19 - Merrifield, MN 56465

PURPOSE: Regular Business and Approval of 2027 Budget

ADDITIONAL INFORMATION: Please send an email to: MSNLIDInfo2026@gmail.com
Write to Mission LID – P.O. Box 391 – Merrifield, MN 56465

minnesota power
AN ALLETE COMPANY

30 West Superior Street, Duluth, MN 55802
218.772.2641, www.mnpower.com

GREAT RIVER ENERGY

12300 Elm Creek Boulevard, Maple Grove, MN 55369
763.445.5000, www.greatriverenergy.com

July 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
JUL 20 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.

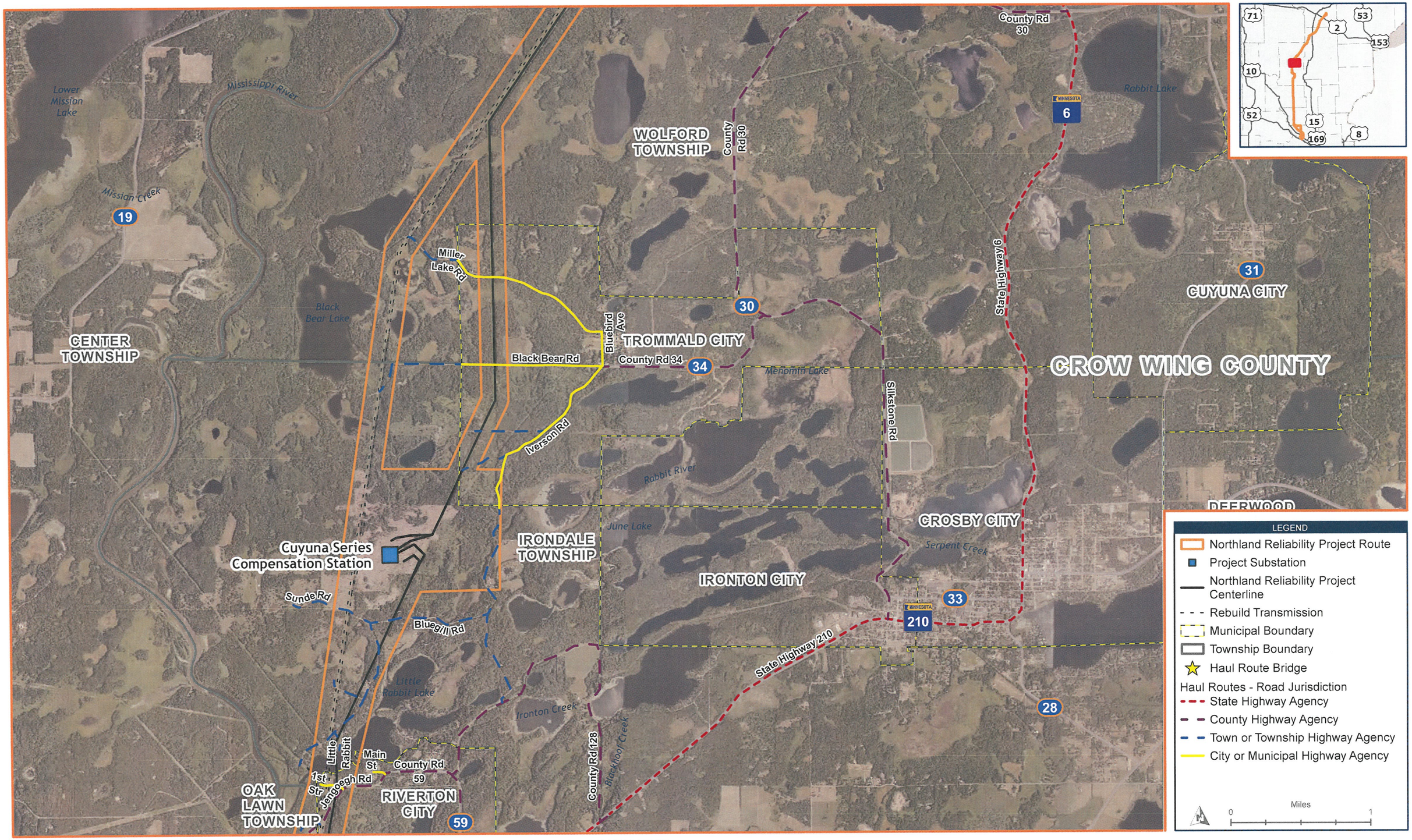
Sincerely,

Daniel McCourtney
ALLETE, Inc.
Manager – Strategic Environmental Initiatives

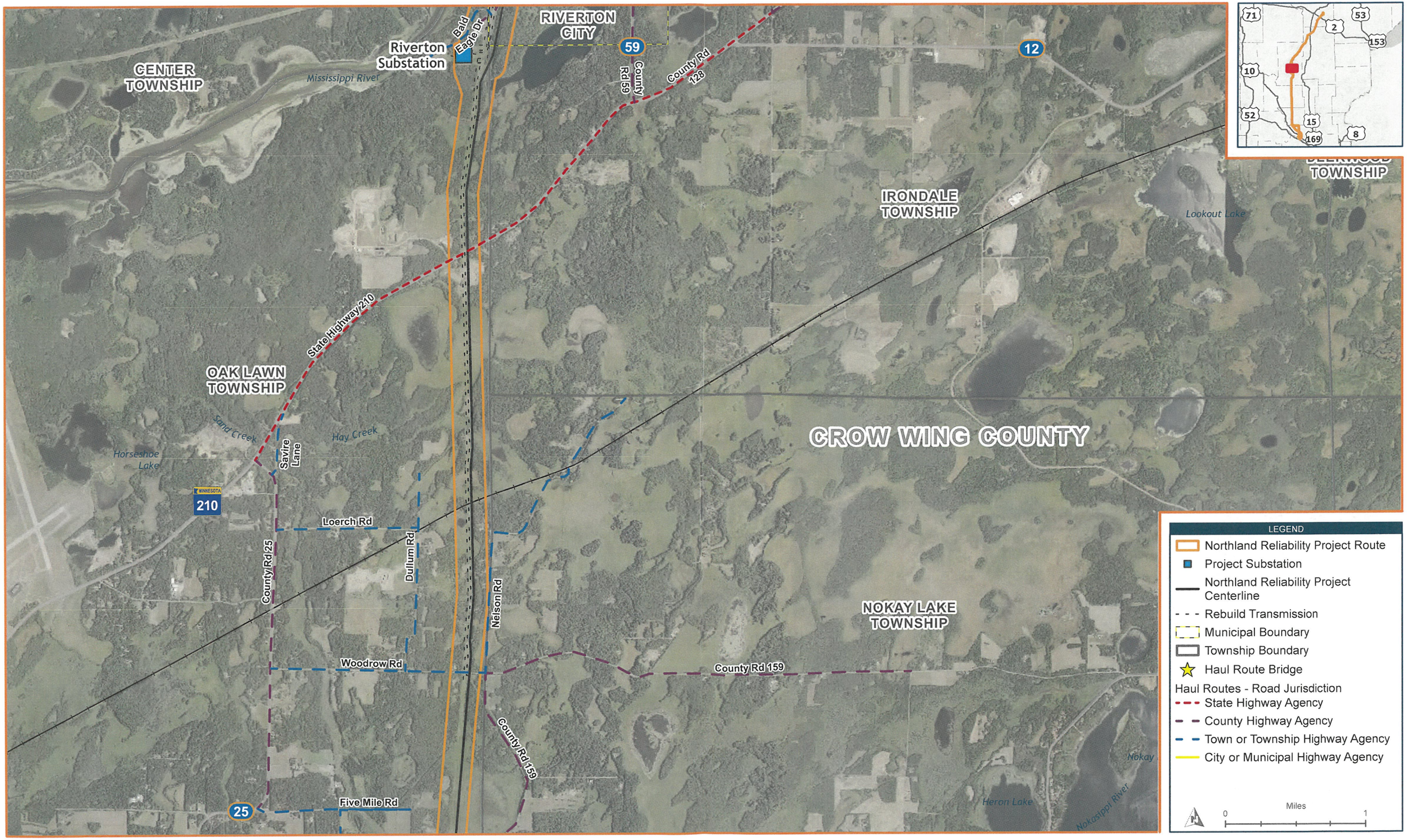
Brian Hunker
Great River Energy
Supervising Manager, Transmission Permitting



Document Path: \\mspe-gis-file\GISProj\MinnPower\10348886_NRP\7.2_WIP\map_docs_PRO_projects\NRP_MnDOT\NRP_MnDOT.aprx Date Saved: 6/19/2026 3:00 PM

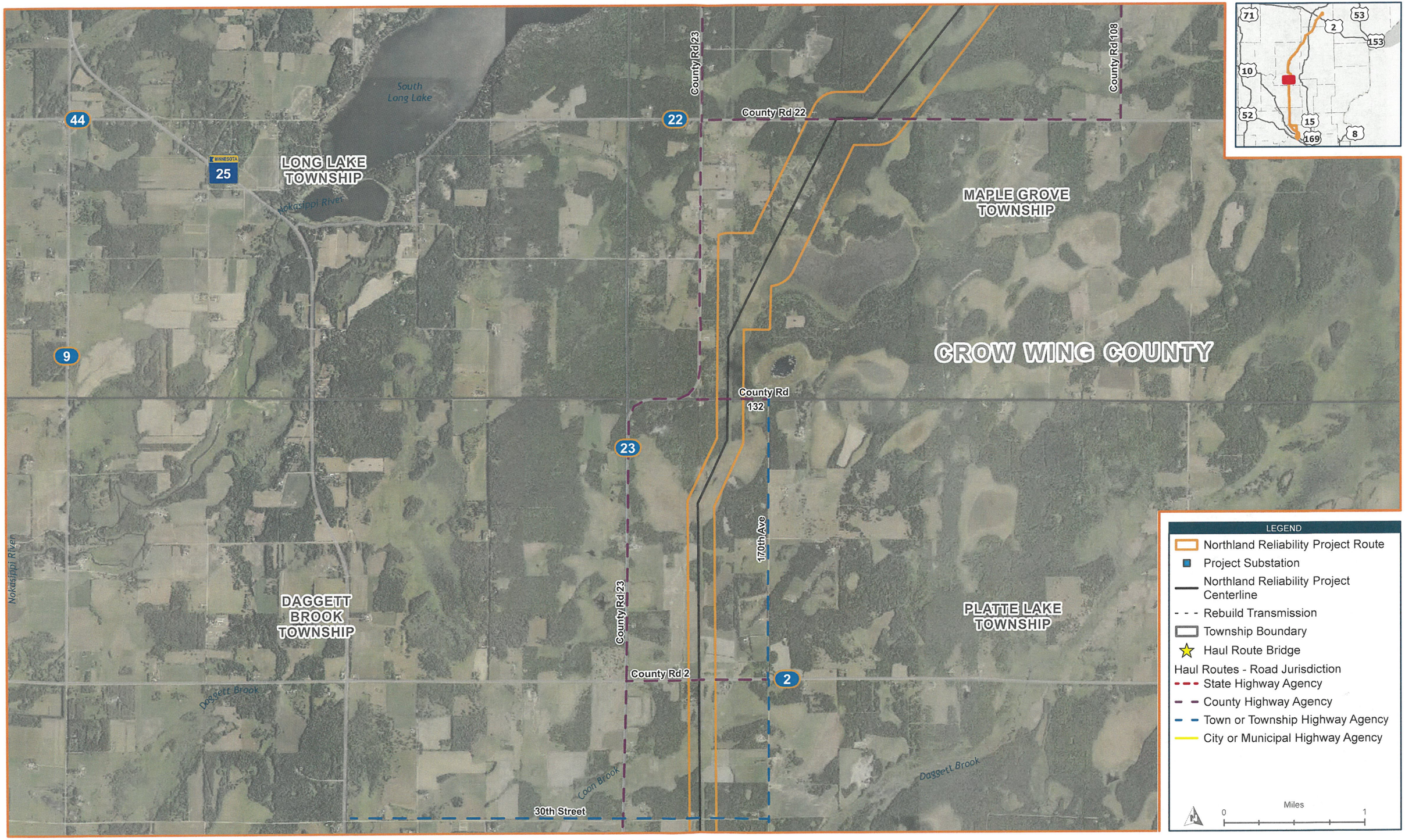

Lower Mission Lake
Mississippi River
Mission Creek
19
Black Bear Lake
CENTER TOWNSHIP
Miller Lake Rd
Black Bear Rd
Bluebird Ave
TROMMALD CITY
County Rd 34
34
WOLFORD TOWNSHIP
County Rd 30
30
County Rd 30
MINNESOTA 6
Rabbit Lake
State Highway 6
31
CUYUNA CITY
CROW WING COUNTY
Menomin Lake
Silkstone Rd
Iverson Rd
Rabbit River
DEERWOOD
Cuyuna Series Compensation Station
IRONDALE TOWNSHIP
June Lake
CROSBY CITY
Serpent Creek
IRONTON CITY
33
MINNESOTA 210
State Highway 210
Sunde Rd
Bluegill Rd
Little Rabbit Lake
Ironton Creek
28
Little Rabbit
Main St
County Rd 59
1st Str
Jengpegh Rd
OAK LAWN TOWNSHIP
RIVERTON CITY
59
County Rd 128
Blackhoof Creek
71
53
2
153
10
52
15
169
8
LEGEND
Northland Reliability Project Route
Project Substation
Northland Reliability Project Centerline
Rebuild Transmission
Municipal Boundary
Township Boundary
Haul Route Bridge
Haul Routes - Road Jurisdiction
State Highway Agency
County Highway Agency
Town or Township Highway Agency
City or Municipal Highway Agency
Miles
0
1

HAUL ROUTES PHASE 2
JUNE 2026



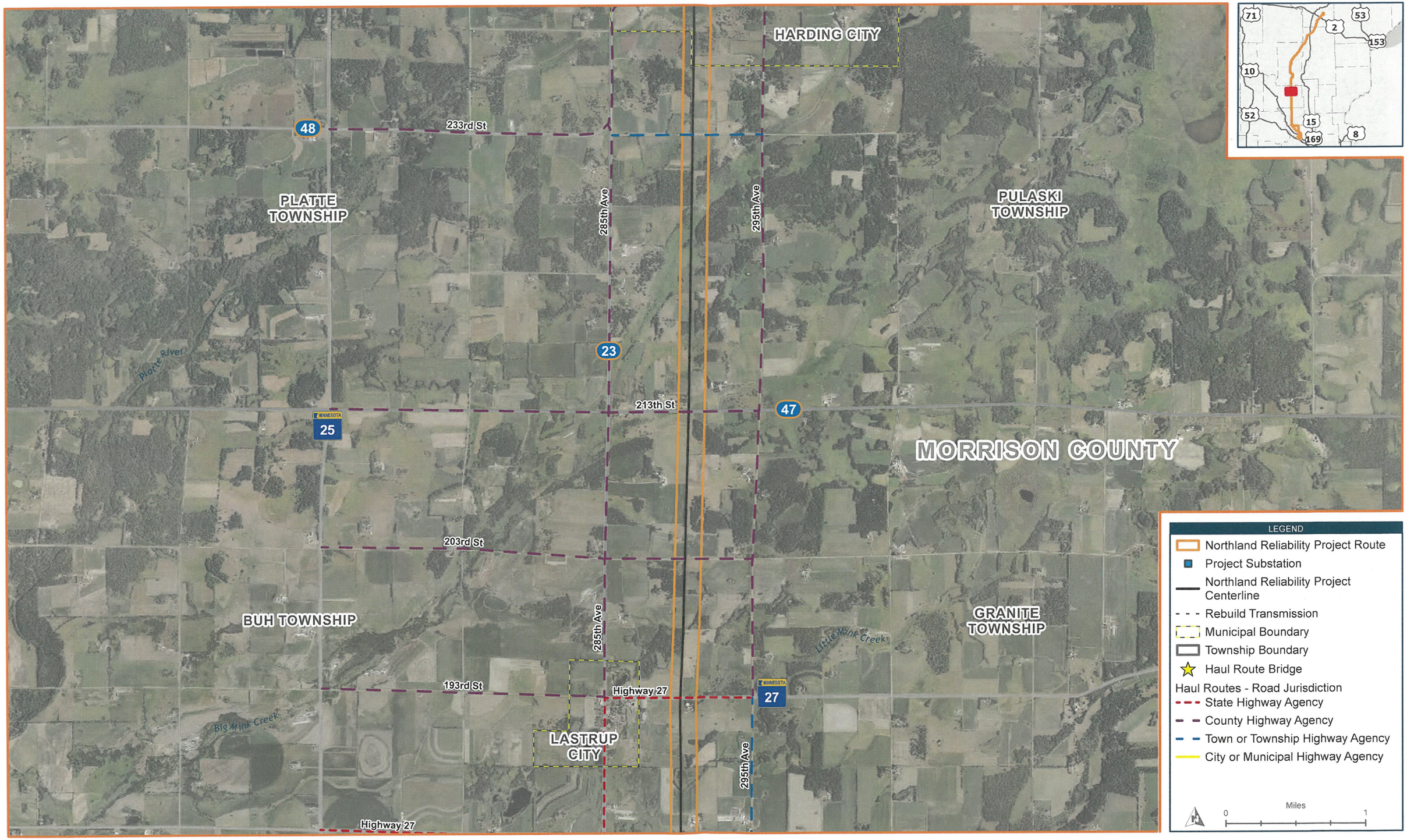

25
Five Mile Rd
Trails End Lane
County Rd 159
MINNESOTA
18
State Highway 18
OAK LAWN TOWNSHIP
CROW WING COUNTY
Burgwald Rd
NOKAY LAKE TOWNSHIP
BAY LAKE TOWNSHIP
Nokasippi River
Nokay Lake
Heron Lake
8
Town Line Rd
County Rd 24
24
Schilling Rd
County Rd 8
23
County Rd 23
Long Brook, Upper South
Upper South Long Lake
Crust Road
MAPLE GROVE TOWNSHIP
LONG LAKE TOWNSHIP
Leisure Lane
Long Brook, Lower South
South Long Lake
8
County Rd 108
LEGEND
Northland Reliability Project Route
Project Substation
Northland Reliability Project Centerline
Rebuild Transmission
Township Boundary
Haul Route Bridge
Haul Routes - Road Jurisdiction
State Highway Agency
County Highway Agency
Town or Township Highway Agency
City or Municipal Highway Agency
Miles
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8


South Long Lake
44
MINNESOTA
25
LONG LAKE TOWNSHIP
Nokasippi River
22
County Rd 23
County Rd 22
County Rd 108
MAPLE GROVE TOWNSHIP
CROW WING COUNTY
9
County Rd 132
23
170th Ave
Nokasippi River
DAGGETT BROOK TOWNSHIP
County Rd 23
PLATTE LAKE TOWNSHIP
County Rd 2
2
Daggett Brook
Coon Brook
Daggett Brook
30th Street
71
53
2
153
10
52
15
169
8
LEGEND
Northland Reliability Project Route
Project Substation
Northland Reliability Project Centerline
Rebuild Transmission
Township Boundary
Haul Route Bridge
Haul Routes - Road Jurisdiction
State Highway Agency
County Highway Agency
Town or Township Highway Agency
City or Municipal Highway Agency
Miles
0
1


DAGGETT BROOK TOWNSHIP
PLATTE LAKE TOWNSHIP
CROW WING COUNTY
PLATTE TOWNSHIP
PULASKI TOWNSHIP
MORRISON COUNTY
HARDING CITY
Coon Brook
Daggett Brook
Black Brook
Platte River Tributary
Platte Lake
Platte River
County Rd 23
170th St
170th Ave
County Rd 139
273rd St
268th St
253rd St
243rd St
285th St
Quest Rd
MINNESOTA
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Miles
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HAUL ROUTES PHASE 2
JUNE 2026



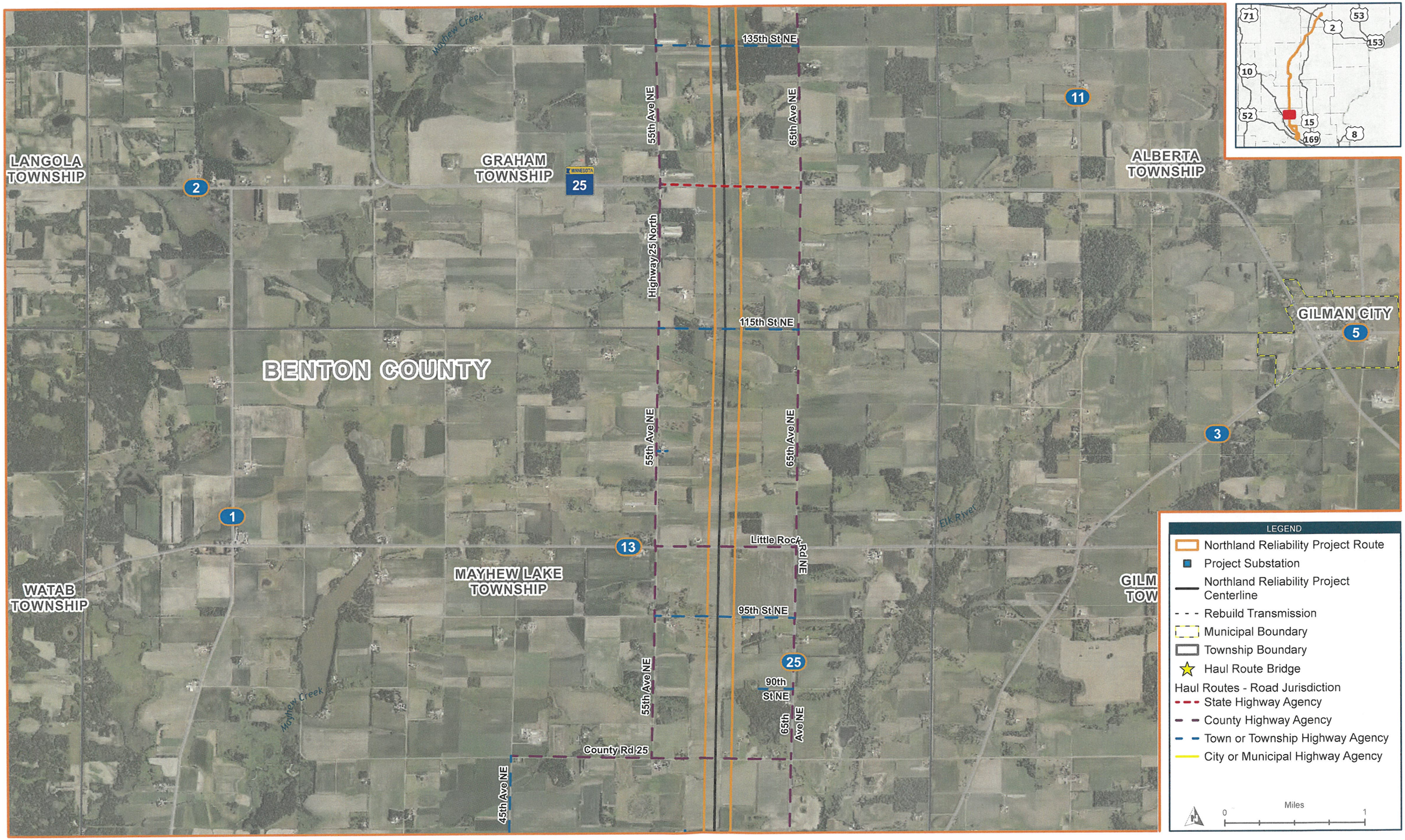
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Highway 27
295th Ave
Skunk River
Big Mink Creek
Little Mink Creek
173rd St
285th Ave
BUH TOWNSHIP
23
GRANITE TOWNSHIP
41
163rd St
163rd St
43
MINNESOTA 27
MINNESOTA 25
153rd St
153rd St
39
PIERZ CITY
MORRISON COUNTY
Hillman Creek
143rd St
300th Ave
GENOLA CITY
AGRAM TOWNSHIP
280th Ave
PIERZ TOWNSHIP
37
38
133rd St
290th Ave
Skunk Creek
Skunk River
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AGRAM TOWNSHIP
PIERZ TOWNSHIP
HILLMAN TOWNSHIP
BUCKMAN TOWNSHIP
BUCKMAN CITY
MORRISON COUNTY
Skunk River
Skunk Creek
Buckman Creek
Arramba Creek
Kuntz Creek
Little Rock Creek
123rd St
290th Ave
103rd St
295th Ave
93rd St
300th Ave
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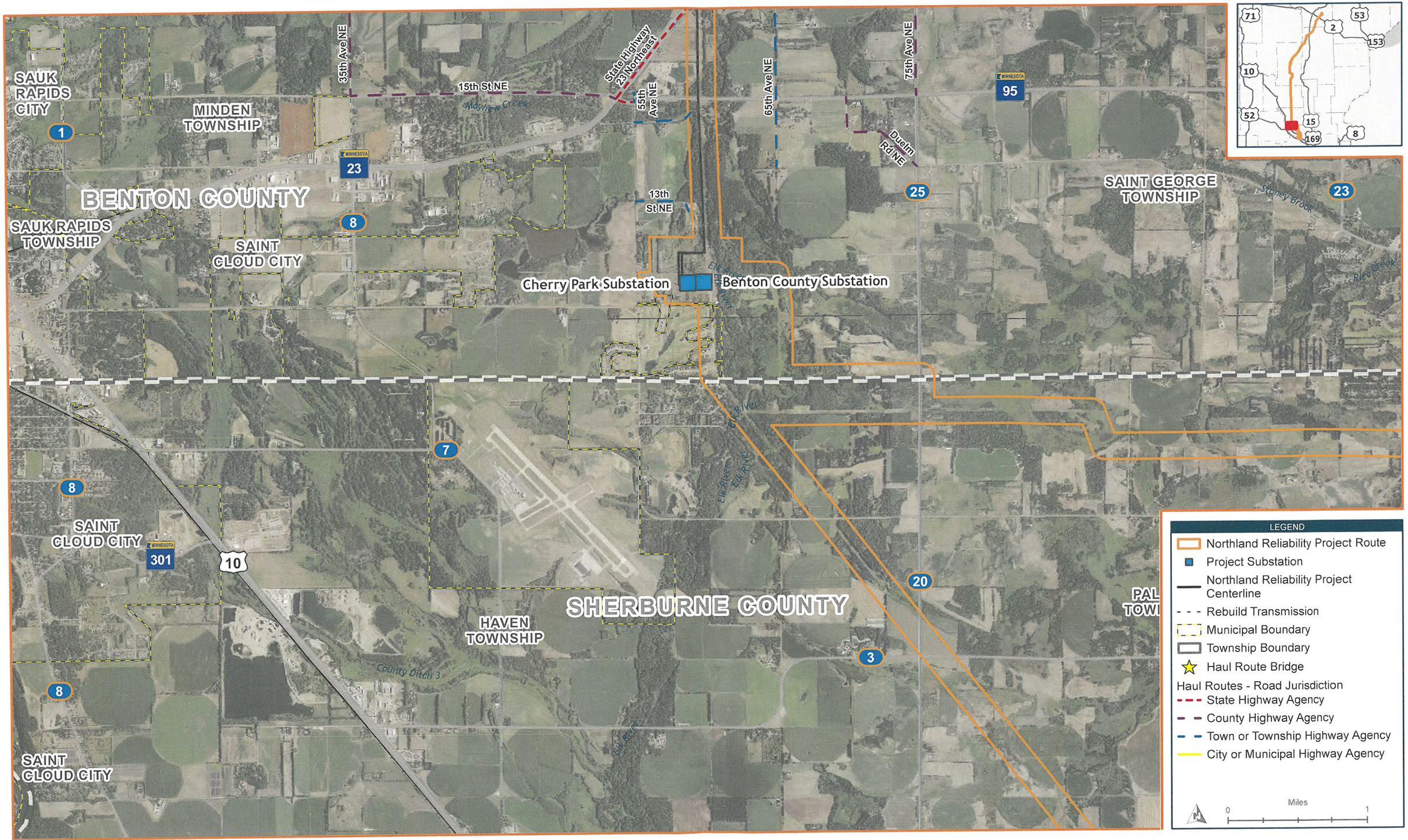
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WATAB TOWNSHIP
MAYHEW LAKE TOWNSHIP
GILMANTON TOWNSHIP
BENTON COUNTY
SAUK RAPIDS TOWNSHIP
MINDEN TOWNSHIP
SAUK RAPIDS CITY
SAINT C TOWN
Mayhew Creek
45th Ave NE
55th Ave NE
County Rd 25
County Rd 4
65th Ave NE
55th Street NE
45th St NE
Elk River
Golden Spike Rd NE
35th Ave NE
52nd Ave NE
30th St NE
State Highway 23 Northeast
75th Ave NE
65th Ave NE
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Miles
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HAUL ROUTES PHASE 2
JUNE 2026



FROM THE EXECUTIVE DIRECTOR

CLEAN DRINKING WATER FOR EVERY MINNESOTAN



Paul Austin
Executive Director

Any Minnesotan will tell you the Land of 10,000 Lakes actually has more than 11,000 lakes. We also have more than 100,000 miles of rivers and streams, including the headwaters of the mighty Mississippi River, and 13 million acres of surface water.

This summer my family has already been lucky enough to take many walks around Grass Lake, sightsee along Lake Superior and jump into Caribou Lake near Lutsen.

In this summer issue, while many of us put ourselves back in the water, returning to the lakes and rivers for swimming, fishing, and boating, we're going to turn our attention to the water we drink.

Every drop of water that reaches your faucet has gone on a journey to get to you. Minnesotans drink water from groundwater wells, lakes, and 2.5 million of us drink from the Mississippi. Our water falls as rain, soaks through urban, suburban, and rural neighborhoods, filters through crops and agricultural lands, and moves through stormwater and wastewater systems.

And sometimes, that path can introduce elements you wouldn't want in your water glass. It has always been a priority of ours at Conservation Minnesota to make sure we can trust the water we drink is clean and safe.

Look inside for an update on Minnesota's drinking water—and where we go from here.

The work of Conservation Minnesota is guided by your values and priorities. We listen to Minnesotans and focus on solving the conservation problems that matter most to you.

conservationminnesota.org | 612.767.2444

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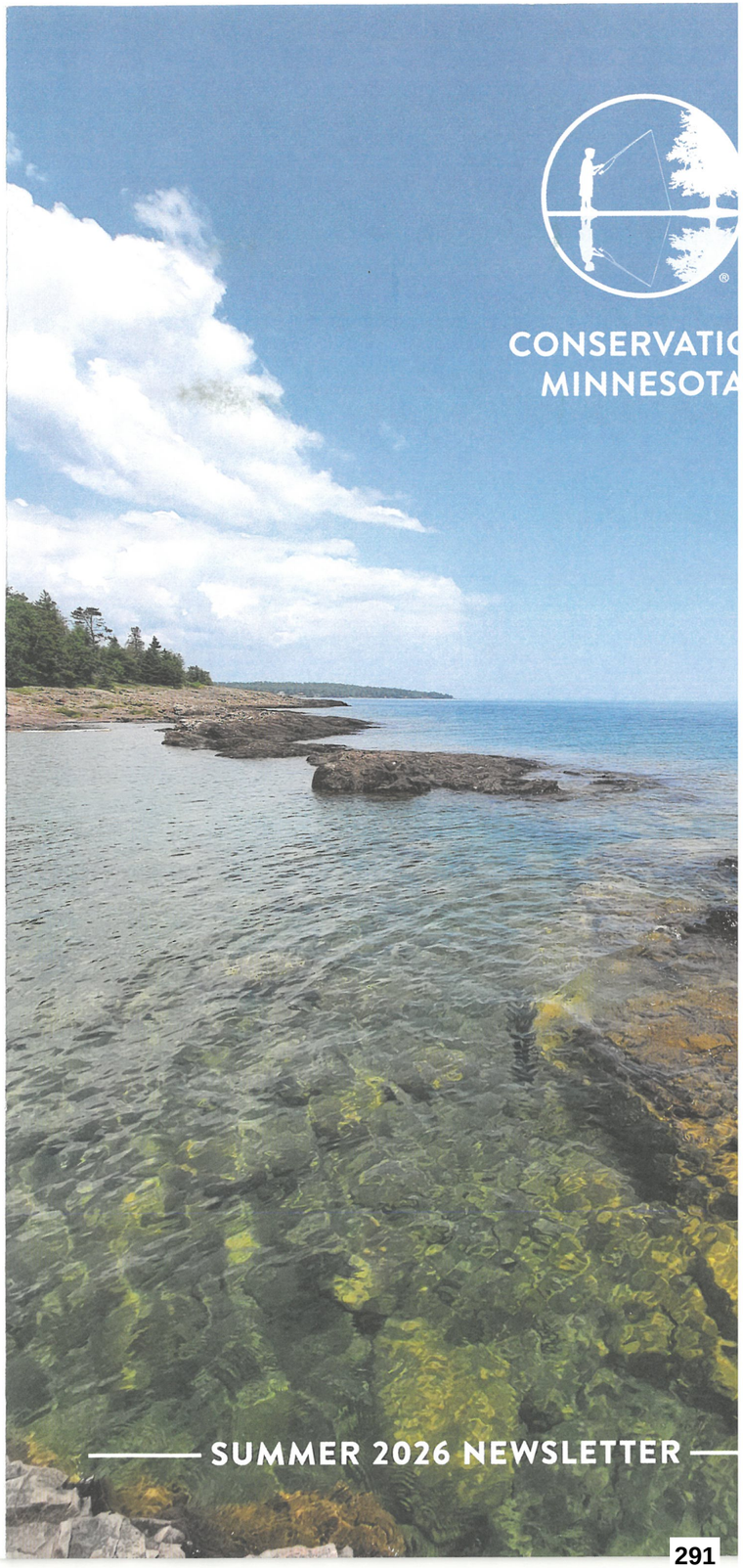
1101 West River Parkway, Suite 250
Minneapolis, MN 55415

CONSERVATION MINNESOTA

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Crow Wing County Commissioners
326 Laurel St Ste 13
Brainerd, MN 56401-5867



CONSERVATIO
MINNESOTA

SUMMER 2026 NEWSLETTER

)UR WATER'S JOURNEY

'y drop has a story. Protecting our water
s persistence and looking at the issue
ı every angle—on the land, underground,
within agriculture and industry.

Agriculture's impact

'0% of nitrate pollution in Minnesota's waterways comes gricultural runoff.



ld near
MN

Nitrate naturally occurs in the environment and in our bodies. But when too much of it seeps into our water from agricultural runoff, serious problems can follow.

Long term exposure to nitrate in drinking water can lead to health problems, including cancer.

High levels of nitrate can be toxic to aquatic life and cause excessive algae growth and low levels of oxygen in waterways. When nitrate are high, there is also a much higher probability of detecting des in water. We're working for change on multiple fronts:

Minnesota is **updating animal feedlot regulations**—an important step toward reducing nitrate pollution statewide.

Minnesota's Agricultural Water Quality Certification rogram is proving that **protecting clean water and farming rofitability go hand in hand**, with over one million acres oluntarily enrolled across the state.

lew cover crops developed at the University of Minnesota an significantly impact soil erosion, rainwater absorption, and ct as a filtration system.

eep advocating for agricultural practices that reduce on, protect our waters, and expand economic opportunities.

The role of wetlands

Minnesota once had more than 18 million acres of wetlands, covering more than a third of our state. Now, **more than half has been lost** to agriculture and development, and extreme weather patterns are putting increased pressure on what remains.

This is a concern for water quality because wetlands filter pollution, keeping it from entering our lakes, rivers, and groundwater.



Wetlands near Bemidji

Minnesota has a no-net-loss of wetlands policy—but there is evidence that despite the current legal framework, wetland loss continues. **It's time to reverse the trend.**

We know from success in places like Worthington Wells Wildlife Management Area that when sensitive lands above water sources are returned to native wetlands and prairie, water quantity and quality improve significantly, with reduced amounts of pollutants.

We're calling for a state goal of restoring 1 million acres of wetlands by 2050, prioritizing projects that directly protect community wells and drinking water.

Keeping toxics out of your tap

22 communities in Minnesota have drinking water above the federal PFAS limit.

PFAS—commonly known as forever chemicals—pose significant health risks. Three years ago, **Minnesota enacted a nation-leading ban on PFAS—Amara's Law**, named for a young Minnesotan who died from cancer related to PFAS exposure.

In May, our state protections became even more important, as the Environmental Protection Agency (EPA) moved to repeal and delay federal limits on PFAS in drinking water.

We'll keep advocating for the strictest implementation of Amara's Law to safeguard the health of our communities and the environment from the dangers posed by forever chemicals.

Thousands of homes across Minnesota are connected to aging lead service lines that can contaminate drinking water.

Along its journey to your faucet, the last stop our drinking water takes are the pipes to your home. Lead is especially dangerous for children, where it can harm brain development and contribute to learning, behavior, and hearing problems. **Minnesota has one of the highest rates of lead pipes per capita in the country**, with nearly 100,000 lead service lines statewide.

To address this public health threat, Minnesota passed bipartisan legislation in 2023 to replace all lead service lines by 2033 and provided a historic $240 million to begin the work. This effort represents one of the largest investments in safe drinking water infrastructure in state history.

However, continued state and federal funding will be needed to finish the job. In the last legislative session, only $15 million of the proposed $250 million was granted, **about 10% of what was needed to stay on track**, putting Minnesota's replacement goal at risk.

We'll keep **advocating for lead pipe funding**, holding the state accountable to the goal of 100% replacement by 2033.

Every Minnesotan deserves clean drinking water they can trust. That's a promise Conservation Minnesota will always work to keep. CM



Crossing the Mississippi River headwaters in Itasca State Park

cover: Lake Superior at Two Harbors | photo by Avery Hildebrand