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Transfer entered this 10<sup>th</sup>  
day of MARCH, 2008  
Jean Wejman  
County Auditor/Treas.  
By Ken  
Deputy

A 355659

Certified, Filed and or Recorded on  
Mar. 10, 2008 AT 11:07AM

Signed: BW  
MARILYN J NOVAK  
BENTON COUNTY MINNESOTA  
MARILYN J NOVAK  
COUNTY RECORDER  
Fee Amount: \$46.00

17-02011-00

**Minnesota Wetland Conservation Act  
Declaration of Restrictions and Covenants for Site Specific Wetland  
Replacement**

**Replacement Wetland Declarants: The Housing and  
Redevelopment Authority in  
and for the City of St. Cloud,  
Minnesota**

**East Central Energy**

**General Location of Replacement: Section 32, Township 36 North,  
Range 30 West, Benton County, Minnesota**

This Declaration of Restrictions and Covenants for Site Specific  
Wetland Replacement Wetland (Declaration) is made this 8<sup>th</sup> day of  
February, 2008, by the undersigned Declarants:

**RECITALS**

A. Declarant The Housing and Redevelopment Authority in and for  
the City of St. Cloud, Minnesota, a Minnesota municipal corporation (the  
"HRA") is the vendee on a contract for deed given by Declarant East Central  
Energy, a Minnesota cooperative corporation ("ECE").

4600 CK# 55574

Rinke Noonan

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B. The Declarant, ECE holds the fee title to the real property described in Exhibit A, attached hereto, subject to the HRA's interest in the contract for deed.

C. The real property is the site of a Replacement Wetland, as defined in Minnesota Rules 8420.0110, subp. 40. Exhibit B, attached hereto, is a map or survey of the subject Replacement Wetland.

D. The HRA is seeking approval of a replacement plan under Minnesota Statutes section 103G.222.

E. The Replacement Wetland is subject to the Wetland Conservation Act of 1991, as amended, Minnesota Statutes section 103G.222 et seq., and all other provisions of law that apply to wetlands, except that the exemptions in Minnesota Statutes section 103G.2241 do not apply to the Replacement Wetland, pursuant to Minnesota Rules 8420.0115.

F. The Local Government Unit (LGU) charged with approval of the Replacement Plan is Benton County, whose address is 531 Dewey Street, Box 129, Foley, Minnesota 56329.

G. All references in this instrument to Minnesota Statutes and Rules are to the Statutes and Rules currently in effect and as amended or renumbered in the future.

## **RESTRICTIONS AND COVENANTS**

The Declarants make the following declaration of restrictions and covenants for the Replacement Wetland. These restrictions and covenants shall run with the land, and bind Declarants, and Declarants' heirs, successors, and assigns:

1. The Declarants shall maintain a Replacement Wetland of the size and type specified in the replacement plan approved by the LGU and on file at the offices of the LGU. Declarants shall not make any use of the Replacement Wetland that would adversely affect the functions or values of the wetland as determined by Minnesota Rules 8420.0540, subp. 10, and as specified in the replacement plan.

2. Declarants shall pay the costs of maintenance, repairs, reconstruction, and replacement of the Replacement Wetland, which the LGU or the State of Minnesota through the Minnesota Board of Water and Soil Resources may deem necessary to comply with the specifications for the Replacement Wetland in the approved replacement plan.

3. Declarants grant to the LGU, the State of Minnesota, and the agents and employees of the LGU and the State of Minnesota, reasonable access to the Replacement Wetland for inspection, monitoring, and enforcement purposes. This Declaration grants no access to or entry on the lands described to the general public.

4. Declarants have the necessary ownership and possessory interests in the land on which the Replacement Wetland is or will be located. Declarants have obtained the consent of all other parties who may have an interest in the land on which the Replacement Wetland is or will be located to the creation of the restrictions and covenants herein, and that, all such parties have agreed in writing to subordinate their interests to these restrictions and covenants, pursuant to the attached Consent and Subordination Agreement(s), if any.

5. Declarants shall record or file this Declaration, pay all costs associated with recording or filing, and provide proof of recording or filing to the LGU. If this Declaration is given pursuant to a replacement plan, such proof shall be provided to the LGU before proceeding with construction of the Replacement Wetland.

6. Declarants acknowledge that this Easement shall be unlimited in duration, without being rerecorded. This Easement shall be deemed to be a perpetual conservation easement pursuant to Minn. Stat. Chap. 84C.

7. If the replacement plan approved by the LGU and on file at its offices requires the establishment of areas of native vegetative cover, the term "Replacement Wetland" as used in this Declaration shall also include the required areas of permanent vegetative cover, even if such areas are not wetlands. All provisions of this Declaration that apply to the Replacement Wetland shall apply equally to the required areas of native vegetative cover. In addition, the Declarants:

- (a) Shall comply with the applicable requirements of Minnesota Rules 8420.0540, subpart 2.D;

- (b) Shall, at Declarants' cost, establish and maintain permanent vegetative cover on areas specified in the replacement plan for native vegetative cover, including any necessary planting and replanting thereof, and other conservation practices, in accordance with the replacement plan;
- (c) Shall not produce agricultural crops on the areas specified in the replacement plan;
- (d) Shall not graze livestock on the areas specified in the replacement plan or;
- (e) Shall not place any materials, substances, or other objects, nor erect or construct any type of structure, temporary or permanent, on the areas specified in the replacement plan, except as provided in the replacement plan;
- (f) Shall, at Declarants' cost, be responsible for weed control by complying with noxious weed control laws and emergency control of pests necessary to protect the public health on the areas specified in the replacement plan; and
- (g) Shall comply with any other requirements or restrictions specified in the replacement plan, including, but not limited to, haying, mowing, timber management or other vegetative alterations that do not enhance or would degrade the ecological functions and values of the replacement site.

8. This Declaration may be modified only by the joint written approval of the LGU and the State of Minnesota through the Minnesota Board of Water and Soil Resources. If the Replacement Wetland has been used to mitigate wetland losses under the Federal Water Pollution Control Act, the U.S. Army Corps of Engineers (or successor agency) must also agree to the modification in writing. Such modification may include the release of land contained in the legal description above, if it is determined that non-wetland areas have been encumbered by this Declaration, unless the approved replacement plan designates these non-wetland areas for establishment of permanent vegetative cover.

9. This Declaration may be enforced, at law or in equity, by the LGU, or by the State of Minnesota. The LGU and the State of Minnesota shall be entitled to recover an award of reasonable attorneys fees from

Declarants in any action to enforce this Declaration. The right to enforce the terms of this Declaration is not waived or forfeited by any forbearance or failure to act on the part of the State or LGU. If the subject replacement area is to be used partially or wholly to fulfill permit requirements under the Federal Water Pollution Control Act or a federal farm program, then the provisions of this Declaration that run to the State or the LGU may also be enforced by the United States of America in a court of competent jurisdiction.

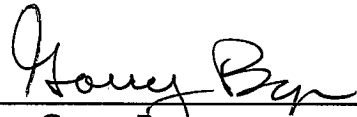
10. This Declaration must be recorded and proof of recording submitted to the LGU or other regulatory authority in order to be valid.

Dated: 8 Feb, 2008.

**THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF ST. CLOUD, MINNESOTA**

By   
Bruce Thielman  
Its Executive Director

**EAST CENTRAL ENERGY**

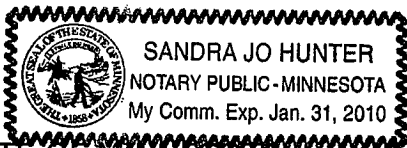
By   
Garry Bye  
Its President/CEO

And,

By   
NANCY GOHMAN  
Its Chair

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF STEARNS )

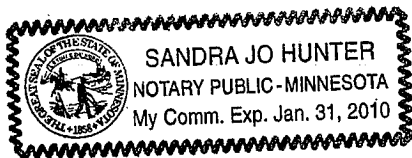
On this 4<sup>th</sup> day of March, 2008, before me, a Notary Public within and for said County, personally appeared Bruce Thielman, the Executive Director of The Housing and Redevelopment Authority in and for the City of St. Cloud, Minnesota, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed on behalf of The Housing and Redevelopment Authority in and for the City of St. Cloud, Minnesota.



Sandra Jo Hunter  
Notary Public

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF STEARNS )

On this 4<sup>th</sup> day of March, 2008, before me, a Notary Public within and for said County, personally appeared Nancy Gohman, the Chair of The Housing and Redevelopment Authority in and for the City of St. Cloud, Minnesota, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed on behalf of The Housing and Redevelopment Authority in and for the City of St. Cloud, Minnesota.

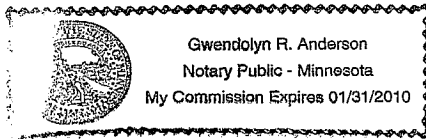


Sandra Jo Hunter  
Notary Public

STATE OF MINNESOTA )  
COUNTY OF Isanti ) SS

On this 8<sup>th</sup> day of Feb - , 2008, before me, a Notary Public within and for said County, personally appeared Garry Bye, the President/CEO of East Central Energy, a Minnesota Cooperative Corporation, on behalf of the Corporation, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Gwendolyn R. Anderson  
Notary Public



Attachments: Attachment A (legal description)  
Attachment B (map or survey of Replacement Wetland)

This instrument drafted by:  
  
Rinke-Noonan (JCK)  
P.O. Box 1497  
St. Cloud, Minnesota 56302-1497

**Exhibit A**

Wetland Conservation Easement  
Sec 32, Twp 36, Rg 30  
Outlot E  
St. Cloud Airport Business Park  
Benton County, MN

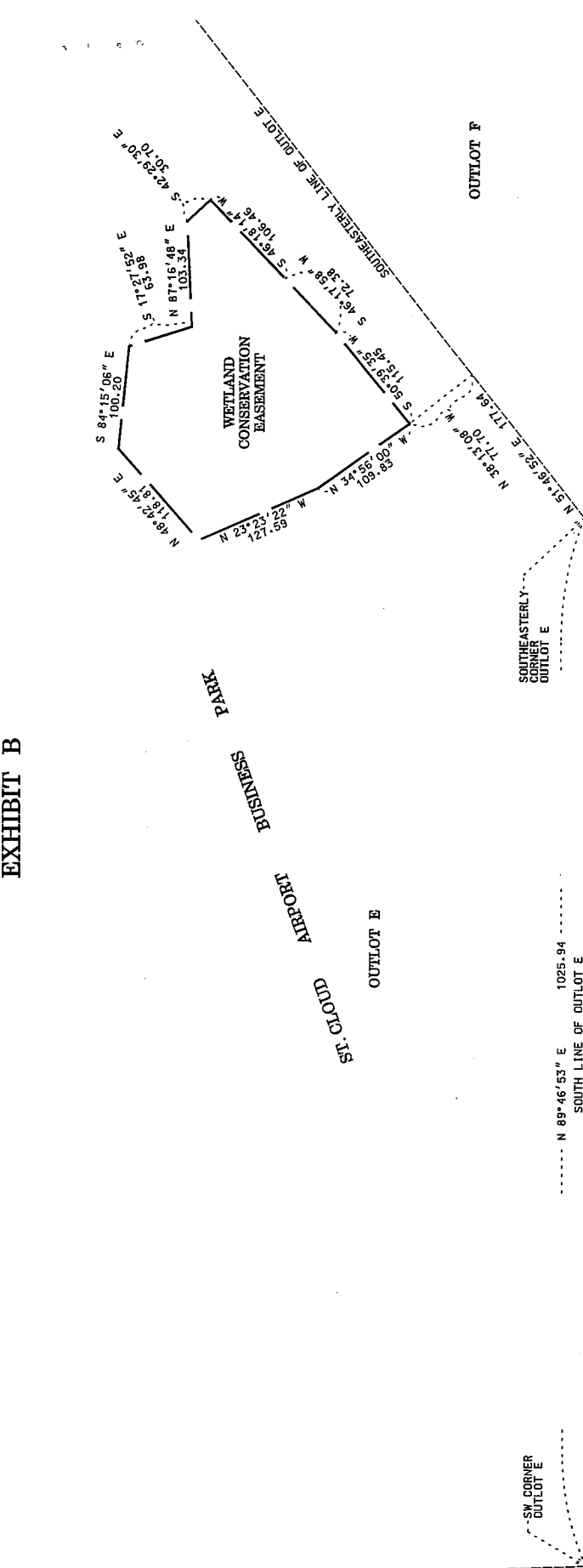
**Wetland Conservation Easement:**

A perpetual wetland conservation easement over, under and across that part of Outlot E of ST. CLOUD AIRPORT BUSINESS PARK, according to the recorded plat thereof, Benton County, Minnesota, described as follows:

Commencing at the southwest corner of said Outlot E; thence North 89 degrees 46 minutes 53 seconds East, plat bearing, along the south line of said Outlot E, 1025.94 feet to the southeasterly corner of said Outlot E; thence North 51 degrees 46 minutes 52 seconds East, along the southeasterly line of said Outlot E, 177.64 feet; thence North 38 degrees 13 minutes 08 seconds West, 77.70 feet to the point of beginning; thence North 34 degrees 56 minutes 00 seconds West, 109.83 feet; thence North 23 degrees 23 minutes 22 seconds West, 127.59 feet; thence North 48 degrees 42 minutes 45 seconds East, 118.81 feet; thence South 84 degrees 15 minutes 06 seconds East, 100.20 feet; thence South 17 degrees 27 minutes 52 seconds East, 63.98 feet; thence North 87 degrees 16 minutes 48 seconds East, 103.34 feet; thence South 42 degrees 29 minutes 30 seconds East, 30.70 feet; thence South 46 degrees 18 minutes 14 seconds West, 106.46 feet; thence South 46 degrees 17 minutes 58 seconds West, 72.38 feet; thence South 50 degrees 39 minutes 35 seconds West, 115.45 feet to the point of beginning. Containing 50,293 square feet more or less.



# WETLAND CONSERVATION EASEMENT EXHIBIT B



**Wetland Conservation Easement:**

A perpetual wetland conservation easement over, under and across that part of Outlot E of ST. CLOUD AIRPORT BUSINESS PARK, according to the recorded plat thereof, Benton County, Minnesota, described as follows: Commencing at the southwest corner of said Outlot E; thence North 89 degrees 46 minutes 53 seconds East, 1025.94 feet to the point of beginning; thence North 84 degrees 56 minutes 00 seconds West, 109.83 feet; thence North 23 degrees 23 minutes 22 seconds West, 127.59 feet; thence North 48 degrees 42 minutes 45 seconds East, 118.81 feet; thence South 84 degrees 16 minutes 06 seconds East, 100.20 feet; thence South 17 degrees 27 minutes 52 seconds East, 63.98 feet; thence North 87 degrees 16 minutes 48 seconds East, 103.34 feet; thence South 42 degrees 29 minutes 30 seconds East, 30.70 feet; thence South 46 degrees 15 minutes 14 seconds West, 106.46 feet; thence South 46 degrees 17 minutes 58 seconds West, 72.35 feet; thence South 50 degrees 39 minutes 35 seconds West, 115.45 feet to the point of beginning. Containing 50,293 square feet more or less.



1200 25TH AVE N  
P.O. BOX 1717  
SEAS, CLOUD, MN  
55302  
PH: 320.229.4300  
FAX: 320.229.4301

SEH PROJ. NO.  
58RVA 0105.00