

COPY

2065631.004

CONSERVATION EASEMENT, COVENANTS AND RESTRICTIONS

THIS CONSERVATION EASEMENT, COVENANTS AND RESTRICTIONS ("CECR") is made effective this 2nd day of July, 2013, by Schwieters Investments of Lino Lakes, LLC, a Limited Liability Company ("Developer"), Preserve at Lino Lakes Homeowners Association, Inc. a Minnesota nonprofit corporation ("Homeowner Association") and the City of Lino Lakes, a municipal corporation organized under the laws of the State of Minnesota ("City").

Recitals

WHEREAS, Developer is the owner of real property located in the City of Lino Lakes, County of Anoka, State of Minnesota, and legally described as follows:

Lot 1, Block 1; Lots 1 through 7, Block 2; Lot 1, Block 3; Lots 1 through 7, Block 4; Lots 1 and 2, Block 5; Lots 1 through 6, Block 6; Lots 1 through 7, Block 7; Outlots A, B, C, D, E, and F; all in Preserve at Lino Lakes, City of Lino Lakes, County of Anoka, State of Minnesota

(the "Property");

WHEREAS, Developer intends to develop the Property into a residential community using a conservation development approach;

WHEREAS, Developer and City wish to engage in a cooperative effort to establish a residential development which incorporates natural ecological and storm water management features and imposes certain land use restrictions;

WHEREAS, Minnesota Statutes Chapter 84C provides for the creation, conveyance, acceptance and perpetual duration of conservation easements within the State of Minnesota; and

WHEREAS, Developer will create and convey and the City agrees to accept a perpetual conservation easement on Outlots B, C, D, E and F of Preserve at Lino Lakes, and on portions of Lots within the Property, pursuant to the terms and conditions set out herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and City hereby agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are incorporated as if fully stated herein.
2. **Definitions.** The following terms shall have the following definitions:
 - A. "CECR" shall mean the Conservation Easement, covenants and restrictions granted, created, conveyed, transferred or reserved herein.

- B. "Chapter 84C" shall mean Chapter 84C of Minnesota Statutes, as the same may be amended from time to time.
- C. "City" shall mean the City of Lino Lakes.
- D. "Conservation Area" means Outlots B, C, D, E and F and those portions of the Lots which are subject to the Conservation Easement.
- E. "Conservation Easement" shall mean a non-possessory interest of a holder in real property imposing limitations or affirmative obligations, the purpose of which include retaining or protecting natural, scenic, or open space values of real property, assuring its availability for agricultural, forest, recreational, or open-space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural, archaeological, or cultural aspects of the real property.
- F. "Conservation Plan" shall mean The Preserve Conservation Development Restoration and Management Plan for Conservation Areas as approved by the City with Resolution No. 06-137.
- G. "Developer" shall mean Schwieters Investments of Lino Lakes, LLC
- H. "Dwelling" shall mean a building consisting of one or more floors, designed and intended for occupancy as a single family residence and located within the boundaries of a Lot. Any reference to a Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Lot in which the Dwelling is located.
- I. "Holder" shall mean a Holder is defined in Chapter 84C, as amended from time to time which, as of the date hereof, is defined to mean:
 - i. a governmental body empowered to hold an interest in real property under the laws of the State of Minnesota or the United States; or
 - ii. a charitable corporation, charitable association, or charitable trust, the purpose or powers of which include retaining and protecting the natural, scenic or open space values of real property, assuring the availability of real property for agricultural, forest, recreational, or open-space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural, archaeological, or cultural aspects of the real property.
- J. "Homeowner Association" shall mean the Preserve at Lino Lakes Homeowner Association, a Minnesota non-profit corporation organized under Chapter 317A of the Minnesota Statutes.
- K. "Lot" shall mean any platted lot located within Preserve at Lino Lakes upon which a Dwelling is located or intended to be located, including all improvements located thereon.
- L. "Owner" or "Owners" shall mean a Person or Persons who own a Lot, excluding contract for deed vendors, mortgagees or other secured parties and including contract for deed vendees, holders of a life estate, and remainderpersons.
- M. "Person" shall mean a natural individual, corporation, limited liability company, partnership, trustee or other legal entity capable of holding title to real property.

- N. "Plat" shall mean the recorded plat depicting the Property, including any amended plat or any re-plat recorded from time to time.
- O. "Storm Water Facilities" shall mean all drainage and/or retention ponds, drainage ditches, storm water pipes and storm water drainage structures located within the Conservation Area.

3. **Grant of Easement.** Developer hereby grants, transfers, conveys and donates to the City, its permitted successors and assigns, the Conservation Easement, covenants and restrictions described herein, on, over, under and across the Conservation Area, described in the attached Exhibit A and depicted on the attached Exhibit B, including, without limitation, those portions of the Lots identified and subject to the Conservation Easement, all of which property is located in the City of Lino Lakes, County of Anoka and State of Minnesota. The purpose of the CECR is to establish, maintain and monitor a natural ecological system within the Conservation Area which includes ecologically based storm water management systems. The covenants and restrictions contained herein are an integral part of and serve in support of the Conservation Easement. The Conservation Easement, covenants and restrictions contained herein shall be perpetual pursuant to Chapter 84C.

4. **Restrictions.** The Conservation Area and the Lots, where applicable, shall be subject to the following restrictions:

- A. **Lawn Care Chemicals.** Lawn care products and chemical compounds are prohibited on the Lots and within the Conservation Area, except for those approved for use on the Lots and within the Conservation Area by the City and the Homeowner Association and as described in the Conservation Plan. The City and the Homeowner Association shall maintain a list of approved lawn care products and chemicals which will be updated on an as needed basis.
- B. **Grading and Filling.** Once Developer has completed its work in establishing a natural ecological system within the Conservation Area, no further grading or filling shall be permitted without authorization from the City. The Conservation Area shall not be used for composting and no soil, turf lawn clippings, leaf litter, garden clippings, refuse plant matter or other material shall be dumped or placed within the Conservation Area. No trash, waste or other refuse shall be dumped or placed in the Conservation Area.
- C. **Tree/Vegetation Removal.** No trees or other vegetation shall be harvested, removed, poisoned, cut, pruned, divided or burned within the Conservation Area, except pursuant to the Conservation Plan as approved by the City.
- D. **Structures.** No manmade structures including, without limitation, storage sheds, gazebos, patios, and concrete walkways, will be permitted within the Conservation Area, except for the manmade structures which are part of the storm water management system and which were installed by Developer or which are repaired, replaced or improved pursuant to the Conservation Plan.
- E. **Recreational Vehicles.** No recreational vehicles, whether motorized or non-motorized, shall be permitted within the Conservation Area, with the exception of authorized maintenance and emergency vehicles.
- F. **Permitted Activities.** The Conservation Area may be used for the following recreational activities: walking, running, nature and wildlife observation, ecological studies and such other activities approved by the Association.

5. **Conservation Area Signage.** Developer shall place signs delineating the Conservation Area at each Lot border and at points within Lots where the edge of the Conservation Area changes direction. The Homeowner Association shall maintain, repair and, if necessary, replace the signs. Developer shall post up to four (4) signs on any Lot located within the Conservation Area. Signage shall

also be placed in other locations within the Conservation Area, as determined by the Developer and the City. The Owner of a Lot within the Conservation Area shall not remove, alter or damage the signs and Owner shall be responsible for any damage caused by the Owner or the Owner's family, guests or invitees to the signs located on Owner's Lot.

6. **Impairments**. No activities which would impair or be detrimental to the natural ecological systems and storm water management systems located within the Conservation Area shall be permitted within the Conservation Area.

7. **Maintenance and Improvements**. The Homeowner Association shall be responsible for the maintenance, repair and any improvements in the Conservation Area approved by the City. The Homeowner Association shall retain the services of an experienced, trained and licensed ecologist or botanist approved by the City to assist in the maintenance of the Conservation Area. Maintenance shall include, without limitation, monitoring and maintaining the natural plant communities and taking such actions as described in the Conservation Plan. Notwithstanding anything to the contrary in the CECR or the Conservation Plan, the City is responsible for inspection, maintenance, repair and, if necessary, replacement of all Storm Water Facilities.

All maintenance and repairs and any improvements to the Conservation Area shall be consistent with the Conservation Area Plan which has been approved by the City.

8. **Encroachment Easement**. Lots 1,2,3,4,5, Block 2; Lots 1,2,3,4,5, Block 7 are hereby subject to an encroachment easement in favor of the Homeowner Association and the City for minor encroachments resulting from the creation of the Conservation Area and subsequent growth of trees and other vegetation in the Conservation Area.

9. **Duration of CECR**. The CECR shall be perpetual pursuant to Chapter 84C and may be terminated only by the joint approval of the City, or the then Holder of the CECR, and the Homeowner Association.

10. **Developer's Rights**. Developer hereby reserves the right of access to and egress from the Conservation Area including, without limitation, access for pedestrians, vehicles and construction equipment, for purposes of excavation, grading, construction and all other activities reasonably related or incidental to the establishment, maintenance, and improvement of the residential community and the Conservation Area. Nothing in this CECR shall in any way restrict, impair or limit the development activities required to establish the residential community and the Conservation Area by Developer. Once Developer has completed, and the City has approved, the improvements to the Conservation Area, including storm water management system, the Homeowner Association shall be responsible for all of the repair, maintenance and replacement responsibilities for the Conservation Area. The City is responsible for inspection, maintenance, repair and, if necessary, replacement of all Storm Water Facilities.

11. **Assignment**. The City may assign, transfer and convey its interest in the CECR only to a Holder which agrees, as a condition to the assignment, to be bound by and enforce all of the City's rights and responsibilities herein. No further assignment by a Holder shall be permitted except to Holder which agrees, as a condition to the assignment, to be bound by and enforce all of the rights and responsibilities of the City herein. The assignment, and the Holder's written consent thereto, shall not be effective until recorded in the county land records for the Property.

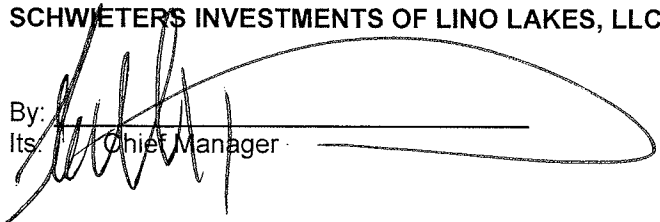
12. **Enforcement**. The CECR may be enforced pursuant to Chapter 84C and Minnesota Statutes § 84.65, as the same as amended, from time to time. These remedies shall be in addition to all other remedies available at law or equity. The Homeowner Association, the City and any Holder shall be entitled to recover attorney fees incurred in any legal proceeding to enforce the CECR, in addition to all other damages, costs and disbursements provided by law.

13. **Governing Law**. The CECR shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.

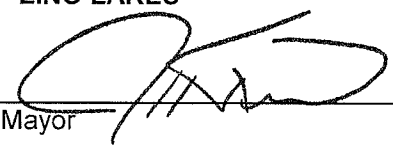
14. **Binding Effect.** The CECR shall run with the Property and shall be binding upon and enforceable against the Homeowner Association, the City and the Owners of Lots within the Preserve at Lino Lakes, their successors, purchasers and assigns.

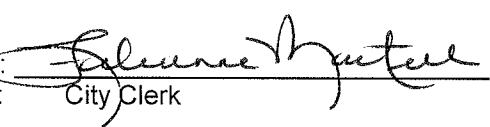
IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first appearing above.

SCHWIETERS INVESTMENTS OF LINO LAKES, LLC

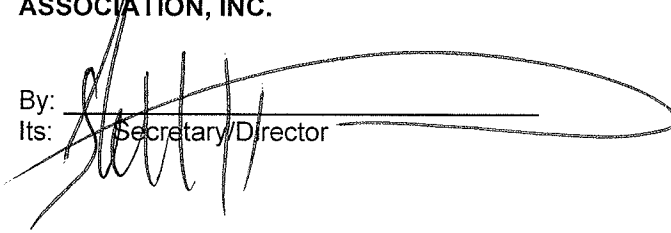
By: 
Its: Chief Manager

CITY OF LINO LAKES

By: 
Its: Mayor

By: 
Its: City Clerk

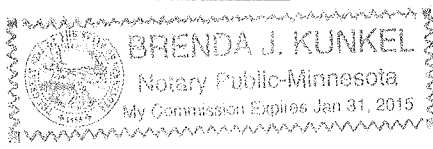
PRESERVE AT LINO LAKES HOMEOWNERS ASSOCIATION, INC.

By: 
Its: Secretary/Director

STATE OF MINNESOTA)
COUNTY OF Washington) ss:

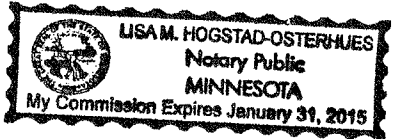
The foregoing instrument was acknowledged before me this 22nd day of July, 2013, by Jack Schwietens, the Chief Manager of Schwietens Investments of Lino Lakes, LLC, a Minnesota corporation, on behalf of the corporation.

Brenda J. Kunkel
Notary Public



STATE OF MINNESOTA)
COUNTY OF Anoka) ss:

The foregoing instrument was acknowledged before me this 22 day of July, 2013, by Jeff Reinert, the Mayor of the City of Lino Lakes, and by Julianne Bartell, the City Clerk of the City of Lino Lakes, a Municipal corporation organized under the laws of the State of Minnesota, on behalf of the City.

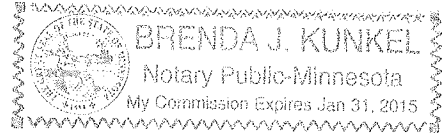


Lisa Hogstad-Osterhues
Notary Public

STATE OF MINNESOTA)
COUNTY OF Washington) ss:

The foregoing instrument was acknowledged before me this 22nd day of July, 2013, by Jack Schwietens, the Secretary/Director of Preserve at Lino Lakes Homeowner Association, a Minnesota nonprofit corporation, on behalf of the corporation.

Brenda J. Kunkel
Notary Public



This instrument was drafted by and please return to:

City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014

Exhibit A

Conservation Area Easement Descriptions

CONSERVATION EASEMENT

A conservation easement over, under and across the following described property:

Outlots B through F, PRESERVE AT LINO LAKES, Anoka County, Minnesota, according to the recorded plat thereof;

AND

That part of Lots 1 through 5, Block 7, PRESERVE AT LINO LAKES, Anoka County, Minnesota, according to the recorded plat thereof, described as follows:

Beginning at the northeast corner of said Lot 1, thence on an assumed bearing of South 89 degrees 49 minutes 18 seconds West along the north line of said Lot 1, a distance of 65.07 feet; thence South 04 degrees 47 minutes 34 seconds West a distance of 120.52 feet; thence South 04 degrees 37 minutes 07 seconds East a distance of 103.34 feet; thence South 12 degrees 14 minutes 55 seconds East a distance of 87.13; thence South 12 degrees 15 minutes 04 seconds West a distance of 56.93 feet; thence South 27 degrees 24 minutes 35 seconds West a distance of 52.32 feet; thence South 51 degrees 35 minutes 38 seconds East a distance of 71.49 feet; thence South 82 degrees 38 minutes 08 seconds East a distance of 31.17 feet to the east line of said Block 7,; thence northerly along said east line to the point of beginning.

AND

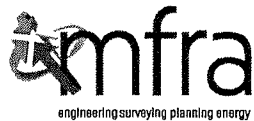
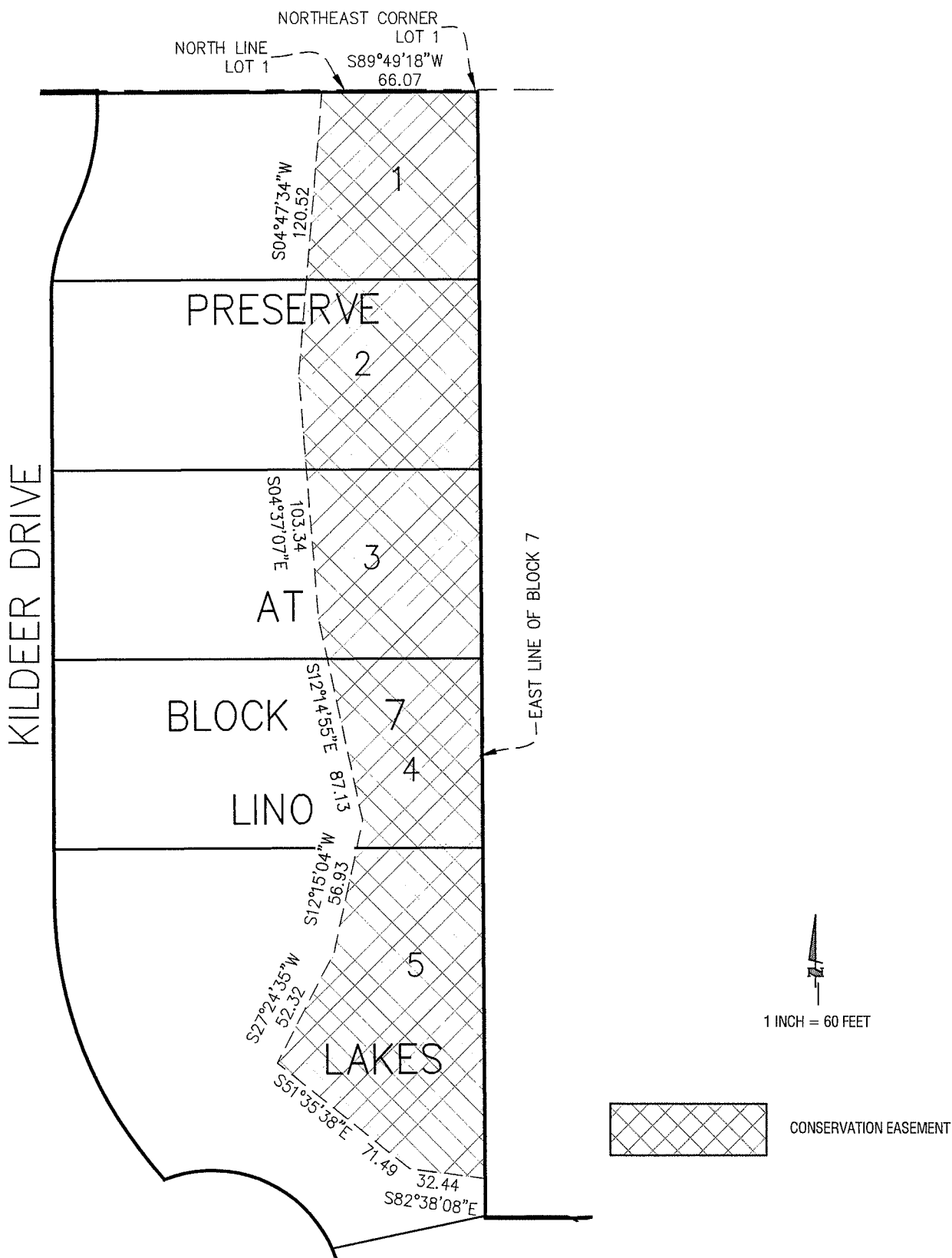
That part of Lots 1 through 5, Block 2, PRESERVE AT LINO LAKES, Anoka County, Minnesota, according to the recorded plat thereof, lying northwesterly and westerly of the following described line:

Commencing at the northwest corner of said Lot 1, thence on an assumed bearing of North 89 degrees 49 minutes 18 seconds East along the north line of said Lot 1, a distance of 66.02 feet to the point of beginning of the line to be described: thence South 40 degrees 24 minutes 27 seconds West a distance of 68.64 feet; thence South 56 degrees 27 minutes 38 seconds West a distance of 43.55 feet; thence South 22 degrees 49 minutes 32 seconds West a distance of 184.36 feet; thence South 13 degrees 50 minutes 15 seconds West a distance of 17.66 feet; thence South 10 degrees 56 minutes 07 seconds West a distance of 95.52 feet; thence South 04 degrees 02 minutes 35 seconds East a distance of 14.63 feet to the southwesterly line of said Lot 5, and said line there terminating.

Exhibit B

Conservation Area Easement Depiction

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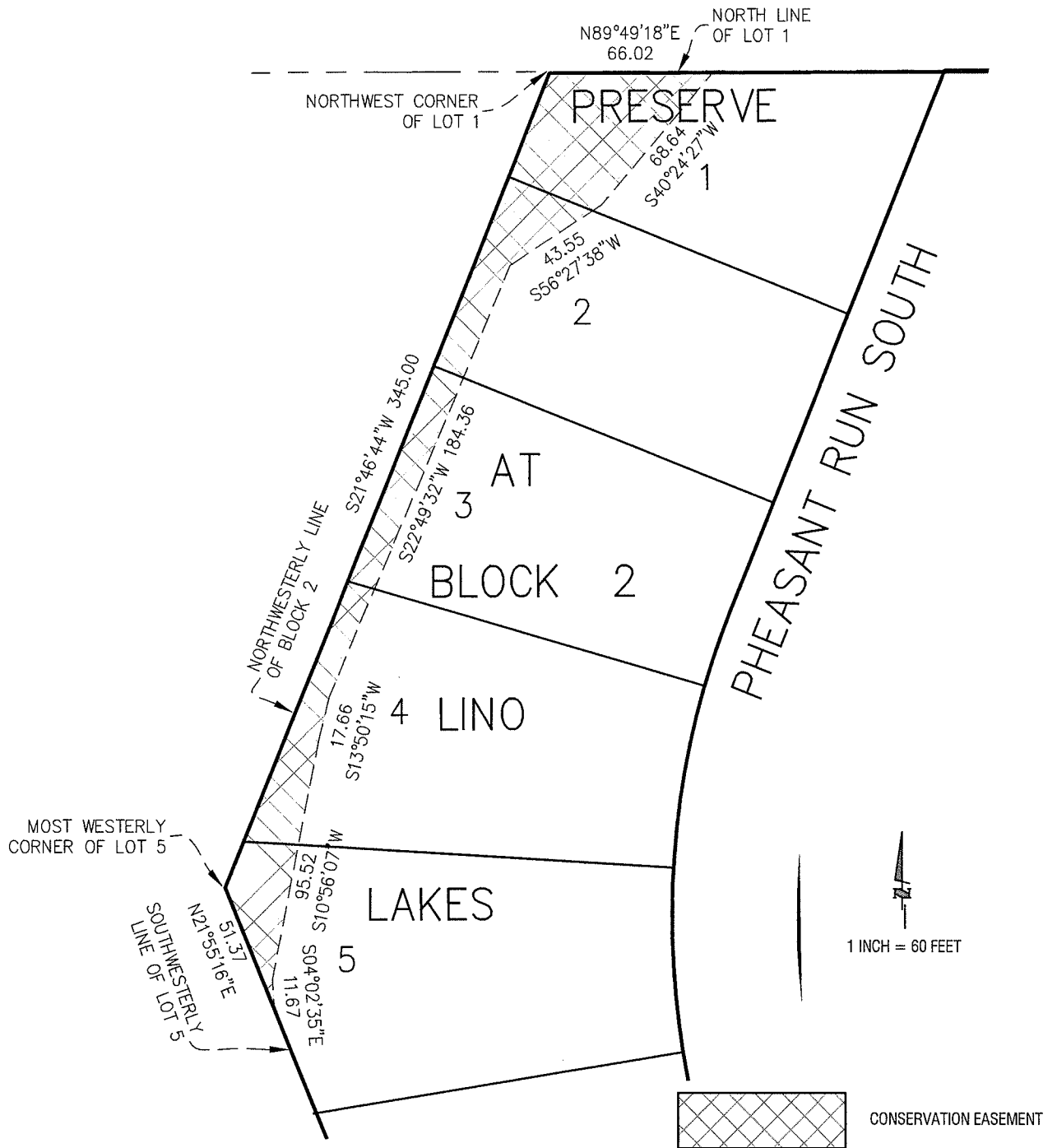
14800 28th Ave. N, Ste 140
Plymouth, Minnesota 55447
(763) 476.6010 telephone
(763) 476.8532 facsimile
www.mfra.com

SCHWIETERS INVESTMENTS OF LINO LAKES, LLC
PRESERVE AT LINO LAKES
LINO LAKES, MN
CONSERVATION EASEMENT

Designed: _____
Drawn: JCB
Approved: MFH
Initial Issue: 7/9/10
Rev.: _____
Date: _____

Exhibit Number
1/3
Project No. SCH19545

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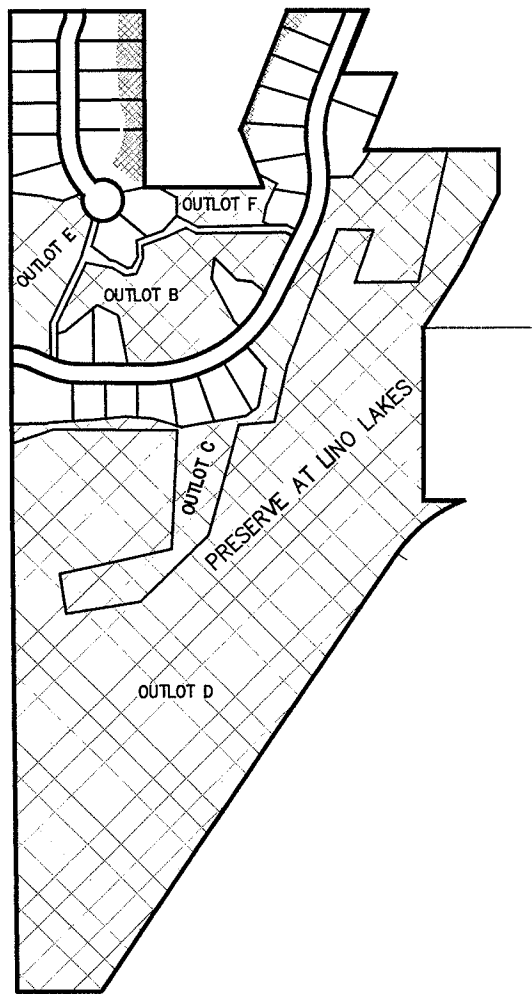
14800 28th Ave. N, Ste 140
Plymouth, Minnesota 55447
(763) 476.6010 telephone
(763) 476.8532 facsimile
www.mfra.com

SCHWIETERS INVESTMENTS OF LINO LAKES, LLC
PRESERVE AT LINO LAKES
LINO LAKES, MN
CONSERVATION EASEMENT

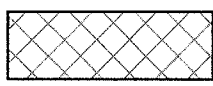
Designed: _____
Drawn: JCB
Approved: MFH
Initial Issue: 7/9/10
Rev.: _____
Date: _____

Exhibit Number
2/3
Project No. SCH19545

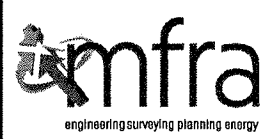
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1 INCH = 500 FEET



CONSERVATION EASEMENT



14800 28th Ave. N. Ste 140
 Plymouth, Minnesota 55447
 (763) 476.6010 telephone
 (763) 476.8532 facsimile
 www.mfra.com

SCHWIETERS INVESTMENTS OF LINO LAKES, LLC
PRESERVE AT LINO LAKES
LINO LAKES, MN
CONSERVATION EASEMENT

Designed: _____
 Drawn: JCB
 Approved: MFH
 Initial Issue: 7/9/10
 Rev.: _____
 Date: _____

Exhibit Number
3/3
 Project No. SCH19545

ANOKA COUNTY MINNESOTA

Document No.: 2065631.004 ABSTRACT

I hereby certify that the within instrument was filed in this
office for record on: 08/01/2013 2:52:00 PM

Fees/Taxes In the Amount of: \$48.00

JONELL M. SAWYER

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

MLE, Deputy

COPY

Record ID: 2626272