

Receipt# 627902

EAS	\$46.00
MEM	\$20.00
CRV Not Required	
Exempt from Tax	

Return to:
MADIGAN DAHL & HARLAN
PA
33 South 6th Street Suite
3675
Minneapolis MN 55402

1287358



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8/1/2023 11:31 AM

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Certificate #: 40752 69366

**Office of the Registrar of Titles
Washington County, Minnesota**

*Amy Stenitenagel, Registrar of Titles
Jennifer Wagenius, Auditor Treasurer*

DECLARATION OF EASEMENT

Tract B, REGISTERED LAND SURVEY NO. 73, files of the Registrar of Titles, County of Washington, Minnesota, excepting therefrom that part thereof which lies northwesterly of a line run parallel with and distant 65 feet southeasterly of Line 1 described below:

Line 1. Beginning at a point on the north line of Section 21, Township 30 North, Range 20 West, distant 76.73 feet westerly of the northeast corner thereof; thence run southwesterly at an angle of 54 degrees 47 minutes 57 seconds from said north section line (measured from west to south) for 304.88 feet; thence deflect to the right on a tangential curve having a radius of 2864.79 feet and a delta angle of 06 degrees 11 minutes 07 seconds for 309.26 feet; thence on tangent to said curve for 801.44 feet; thence defect to the left on a tangential curve having a radius of 954.93 feet and a delta angle of 40 degrees 54 minutes 15 seconds for 681.74 feet; thence on tangent to said curve for 100 feet and there terminating.

A. PREAMBLE

1. This Declaration is made this 17th day of July, 2023, by Wolf Marine, Inc. (“Declarant” or “Grantor”), with respect to

Tract B, REGISTERED LAND SURVEY NO. 73, files of the Registrar of Titles, County of Washington, Minnesota, excepting therefrom that part thereof which lies northwesterly of a line run parallel with and distant 65 feet southeasterly of Line 1 described below:

Line 1. Beginning at a point on the north line of Section 21, Township 30 North, Range 20 West, distant 76.73 feet westerly of the northeast corner thereof; thence run southwesterly at an angle of 54 degrees 47 minutes 57 seconds from said north section line (measured from west to south) for 304.88 feet; thence deflect to the right on a tangential curve having a radius of 2864.79 feet and a delta angle of 06 degrees 11 minutes 07 seconds for 309.26 feet; thence on tangent to said curve for 801.44 feet; thence defect to the left on a tangential curve having a radius of 954.93 feet and a delta angle of 40 degrees 54 minutes 15 seconds for 681.74 feet; thence on tangent to said curve for 100 feet and there terminating.

PID 2103020110016 (“Property” or “Servient Parcel”) depicted as parcel A in the Exhibit attached hereto (Exhibit A).

2. Declarant is the owner of the Property. It is the intention of the Declarant to grant and declare an easement for the benefit of real property identified as

Tract C, REGISTERED LAND SURVEY No. 73,

now on file and of record in the office of the Registrar of
Titles of Washington County, Minnesota,

EXCEPT that part of Tract 1 described below:

Tract 1. Tract C, Registered Land Survey No. 73, files of the
Registrar of Titles, County of Washington, Minnesota; the title
thereto being registered as evidenced by Certificate of Title
No. 27167; which lies northwesterly of a line run parallel with
and distant 65 feet southeasterly of Line A described below:

Line A. Beginning at a point on the north line of Section 21,
Township 30 North, Range 20 West, distant 76.73 feet westerly of
the northeast corner thereof; thence run southwesterly at an angle
of 54 degrees 47 minutes 57 seconds from said north section line
(measured from west to south) for 300 feet and there terminating.

PID 2103020110017 ("Dominant Parcel") depicted as parcel B in Exhibit A.

3. The Dominant Parcel is owned by the Kenneth D. Wolf Trust and Eric L. Wolf Trust (check this) ("Grantee(s)").

4. The easement, as described below, shall be for the purpose of ingress and egress over and across the Property/Servient Parcel for access to and from the Dominant Parcel for use by the Grantee, and the successors, heirs, assigns, guests, licensees and invitees of Grantee ("Purpose").

B. DECLARATION OF EASEMENT

1. **EASEMENT DESCRIPTION.** The easement granted herein by Grantor shall be for access, including but not limited to access by motorized vehicle and which easement shall not be less than ten (10) feet in width, over and across the Servient Parcel from or to Alder Street, E. and/or Boom Road (or that general location) as existing as of the date of this easement, or other such public or private roadway which may exist thereupon or thereat, connected or adjacent to the Servient Parcel in the future, generally on the southern end of the Servient Parcel, and to or from the boundary line of the Dominant Parcel and the Servient Parcel on the northern (or northeastern) end of the Servient Parcel (the southern or southwestern end of the Dominant Parcel).

2. **DECLARATION AND GRANT OF EASEMENT.** Declarant declares and grants a non-exclusive easement as described above for ingress and egress over and across the Property/Servient Parcel for access to and from the Dominant Parcel for use by the Grantee, and the successors, heirs, assigns, guests, licensees and invitees of Grantee.

3. **TERM OF EASEMENT.** The easement declared and granted herein shall be for

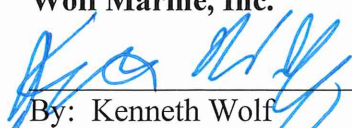
an indefinite term and shall run with the land and be binding upon and inure to the benefit of any and all persons who have or acquire a right, title or interest in and to the Dominant Parcel or the Servient Parcel, or part thereof, and their respective heirs, successors and assigns, from the date of the recording of the Declaration until such time as no longer necessary in order to access a public roadway from the Dominant Parcel, and shall not be severed from the Dominant Parcel or the Servient Parcel.

4. CONSTRUCTION AND SURVIVAL. This easement shall be construed broadly in favor of permitting and allowing, and not restricting, access to the Dominant Parcel. If any provision of this Declaration or the application hereof shall be determined to be invalid or unlawful or otherwise unenforceable under applicable law, the remainder of this Declaration shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law in order to accomplish the Purpose hereof.

5. CHOICE OF LAW. This Declaration shall be construed and governed in accordance with the laws of the State of Minnesota.

[Signature Page Follows]

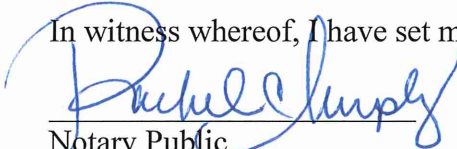
**Declarant / Grantor
Wolf Marine, Inc.**


By: Kenneth Wolf
Its: President / CEO

STATE OF MINNESOTA)
)
HENNEPIN COUNTY)

On this 17th day of July, 2023, before me, the undersigned officer, personally appeared **Kenneth Wolf**, who acknowledged himself to be the **President / CEO** of Wolf Marine, Inc., a Minnesota limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company as its duly appointed officer.

In witness whereof, I have set my hand and official seal:


Notary Public

My Commission Expires: 1-31-2025



This document was prepared by:
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EXHIBIT A

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