

**TERMINATION AGREEMENT AS TO
COMMON INTEREST COMMUNITY NO. 84
Planned Community**

CRANE LAKE SHORES

This Termination Agreement (“Agreement”) is made in the County of St. Louis, State of Minnesota, on _____, 2022, pursuant to the provisions of Minnesota Statutes, Chapter 515B, known as the Minnesota Common Interest Ownership Act (the "Act"), for the purpose of terminating that certain Common Interest Community No. 84 CRANE LAKE SHORES, (the “CIC”) as created through a Declaration filed on October 11, 2005, as Document No. 997639 (“Declaration”), as amended.

The parties to this Agreement are the Crane Lake Shores Owners' Association Inc., a Minnesota nonprofit corporation (“Association”); Crane Lake Township, a municipal body organized and existing under the laws of the State of Minnesota and owner of all units in the CIC, except for Unit No. 13 (“Town”) through a deed filed on January 12, 2018 as Document No. 01325864; Ty Michael Shuck and Jeanne Marie Shuck, married to each other (“Shucks”) the sole owners of Unit No. 13 of the CIC, through a deed filed on March 2, 2018, as Document No. 01328686 and Wyndam Capital Mortgage, Inc. (“Wyndam”), a North Carolina corporation, the holder of the first mortgage upon Unit No. 13, through a mortgage filed on March 2, 2018, as Document No. 01328687.

This Agreement affects all property legally described in the CIC Plat made a part of and attached to the Declaration as **EXHIBIT A**.

WHEREAS, the parties hereto have determined that the CIC no longer serves the purpose for which it was intended, and the parties desire to separately own their properties unencumbered by the CIC; and

WHEREAS, Town and Shucks are the sole owners of all units in the CIC, and Wyndam is the only first mortgagee as to any unit in the CIC, holding the first mortgage that pertains to Unit No. 13 and to no other property;

WHEREAS, the Property is not subject to any local ordinance referred to in Section 515B.1-106 of the Act, governing common interest ownership, and is not subject to a master association as defined in the Act.

THEREFORE, the parties hereto submit this Termination Agreement to formally terminate the CIC.

SECTION 1. DEFINITIONS, INCORPORATION OF RECITALS

All terms not otherwise defined herein shall bear the meanings set forth in the Declaration or the Act, as dictated by context. The recitals set forth above are true and correct statements and are hereby incorporated by reference as binding terms of this Agreement.

SECTION 2. AGREEMENT TERMS

2.1. Voting Requirements Met. The Town and Shucks own all Units of the CIC, and Wyndham is the sole first mortgagee as Unit No. 13. There are no other mortgagees as to any Units. Accordingly, the requirements of the Declaration and the Act that at least 80% of Unit Owners and First Mortgagees execute this Agreement, is met, as 100% of all Unit Owners and First Mortgagees have executed this Agreement.

2.2. Termination Acts to be Completed by December 31, 2022. This Agreement shall be void unless recorded by December 31, 2022. The termination of the CIC and the winding up of its affairs must be accomplished by December 31, 2022. A certificate of termination, in the form attached hereto as **EXHIBIT B**, executed by the Association evidencing the termination, shall be recorded on or before December 31, 2022, or this Agreement shall be automatically revoked.

2.3. Powers of the Association During Termination; Association to Dissolve. The Association shall have all powers granted to it under the Act during the pendency of the termination proceedings, including, but not limited to, the Association is granted a power of attorney coupled with an interest on behalf of all the holders of all interests in the units, including without limitation the power to execute all instruments of conveyance and related instruments to effect the conveyances of real estate described herein. Upon completion of all tasks set forth by this Agreement, the Association shall dissolve using the dissolution process set forth under the applicable Minnesota Statutes.

2.4. Conveyance to Shucks. Upon completion of all predicate tasks required by this Agreement, the parties hereto shall execute and record the Deed attached hereto as **EXHIBIT C** to convey to Shucks (i) the land identified as Unit No. 13; (ii) an additional parcel that the parties agree is equivalent to and in satisfaction of Shucks' 1/15th interest in the common elements of the CIC; and (iii) a road access easement to ensure access to County Road #24, and a perpetual appurtenant easement across the land owned by the Town as legally described in **EXHIBIT D** attached hereto, to continue to utilize a dock slip originally assigned to Unit No. 13 by and through the Declaration.

2.5. Continued First Priority Mortgage lien of Wyndham. The mortgage lien of Wyndham shall be the lawful first mortgage lien upon the property described in **EXHIBIT C** upon recordation of **EXHIBIT C**. Shucks shall execute and record any reasonable mortgage modification document that may be required by Wyndham to confirm the first mortgage lien priority of Wyndham upon the property described in **EXHIBIT C**, contemporaneously with the recordation of **EXHIBIT C**.

2.6. Conveyance to the Town. Upon completion of all predicate tasks required by this Agreement, the parties hereto shall execute and record the Deed attached hereto as **EXHIBIT D** to convey to the Town all property described by the CIC except the property conveyed to Shucks.

2.7. Exhibits to Deeds. The Deeds set forth in **EXHIBIT C** and **EXHIBIT D** shall include as exhibits (i) an affidavit of the secretary of the Association certifying that the approval required

by law to effect termination of the CIC has been obtained; and (ii) a schedule of the list of names of all unit owners in the CIC as of the date of the approval.

2.8 Elimination of Common Elements and Common Ownership. The parties hereto affirm that upon execution of the Deeds attached hereto as **EXHIBIT C** and **EXHIBIT D**, all common elements, and common element ownership of the lands formerly described in the CIC, are terminated.

2.9 Insurance as to Property. The Town, and Shucks, hereby certify that they have, as to the respective properties to be deeded to them, obtained policies of insurance regarding their properties, satisfactory to them. The parties hereto acknowledge that, from the time of execution of this Agreement, the Association shall be under no obligation to maintain insurance policies and may cancel any policies of insurance held by the Association immediately.

SECTION 3. MISCELLANEOUS

3.1 Entire Agreement. This Agreement represents the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements whether written or oral, relating thereto.

3.2 Modification and Waiver. No purported amendment, modification, or waiver of any provision of this Agreement shall be binding unless set forth in a written document signed by all parties (in the case of amendments or modifications) or by the parties waiving (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

3.3 Publicity. Each party represents and warrants not to make any announcement to the public or the press in any way relating to the transactions described herein without the prior written consent of the other party.

3.4 Relationship of the Parties. The relationship between the parties is that of arms-length, independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have the authority to contract for or bind the other party in any manner whatsoever.

3.5 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Minnesota.

3.6 Time of Essence. Time is of the essence of this Agreement.

3.7 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision

had never constituted a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

3.8 Binding Effect. This Agreement shall be binding on the parties hereto and on their respective representatives, successors, and permitted assigns.

3.9 Counterparts. This Agreement may be executed in separate counterparts with the same effect as if all signatures were on the same Agreement.

3.10 Construction. This Agreement was drafted by Johnson, Killen & Seiler, P.A., Attorneys at Law, Duluth, Minnesota, which represents the Town. Notwithstanding that, the parties hereby acknowledge that the terms and language of this Agreement were the result of negotiations among the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against any particular party. Any controversy over construction of this Agreement shall be decided without regard to events of authorship or negotiation. Each party states and represents to the other that it is entering into this Agreement freely and voluntarily with full knowledge of the contents and without any representations not contained herein by the other parties. Where applicable, the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, or any section thereof, shall be deemed to include any statutes amending or replacing the Act, and the comparable sections thereof.

3.11. Notices. All notices required to be given by or to the parties hereto shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail, to the addresses on file with the Association for each party.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set

forth in accordance with the requirements of the Act.

Crane Lake Township

By: _____

Its: _____

And By: _____

Its: _____

STATE OF MINNESOTA)
) ss..
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on _____ 2022, by _____, the _____, and by _____, the _____, of Crane Lake Township, a municipal body organized and existing under the laws of the State of Minnesota, on behalf of the township.

Notary Public

[See additional signature pages.]

Crane Lake Shores Owners' Association Inc.

By: _____

Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on _____, 2022,
by _____, the _____ of
Crane Lake Shores Owners' Association Inc., a Minnesota non-profit corporation, on behalf of the
corporation.

Notary Public

[See additional signature pages.]

Wyndham Capital Mortgage, Inc.

By: _____

Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2022,
by _____, the _____ of
Wyndham Capital Mortgage, Inc., a North Carolina corporation, on behalf of the corporation.

Notary Public

[See additional signature page.]

Ty Michael Shuck

Jeanne Marie Shuck

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on _____, 2022,
by Ty Michael Shuck and Jeanne Marie Shuck, married to each other, as their free act and deed.

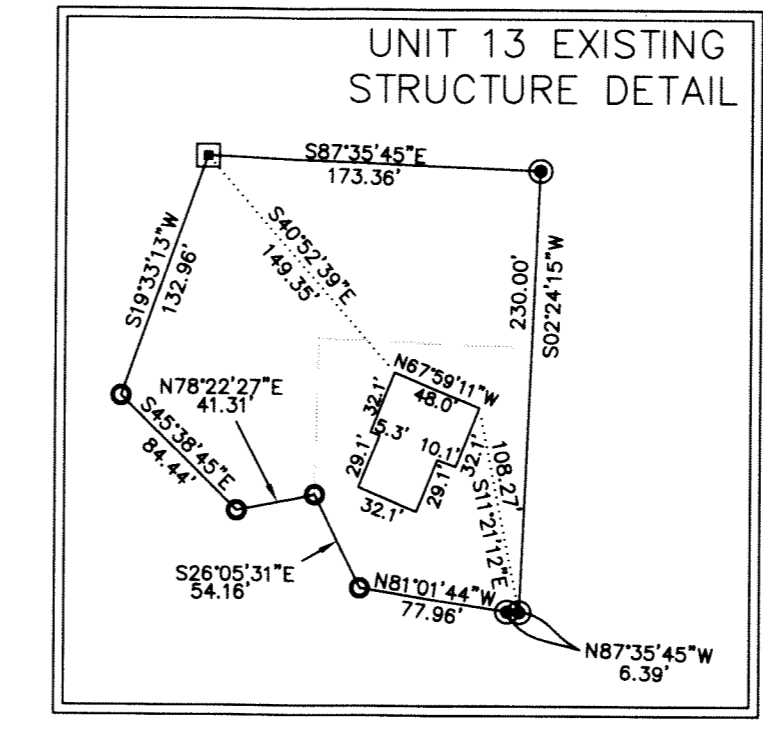
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Johnson, Killen & Seiler, P.A.
Roy J. Christensen #0302508
230 West Superior Street
Duluth, MN 55802
Phone 218-722-6331

EXHIBIT A – CIC PLAT

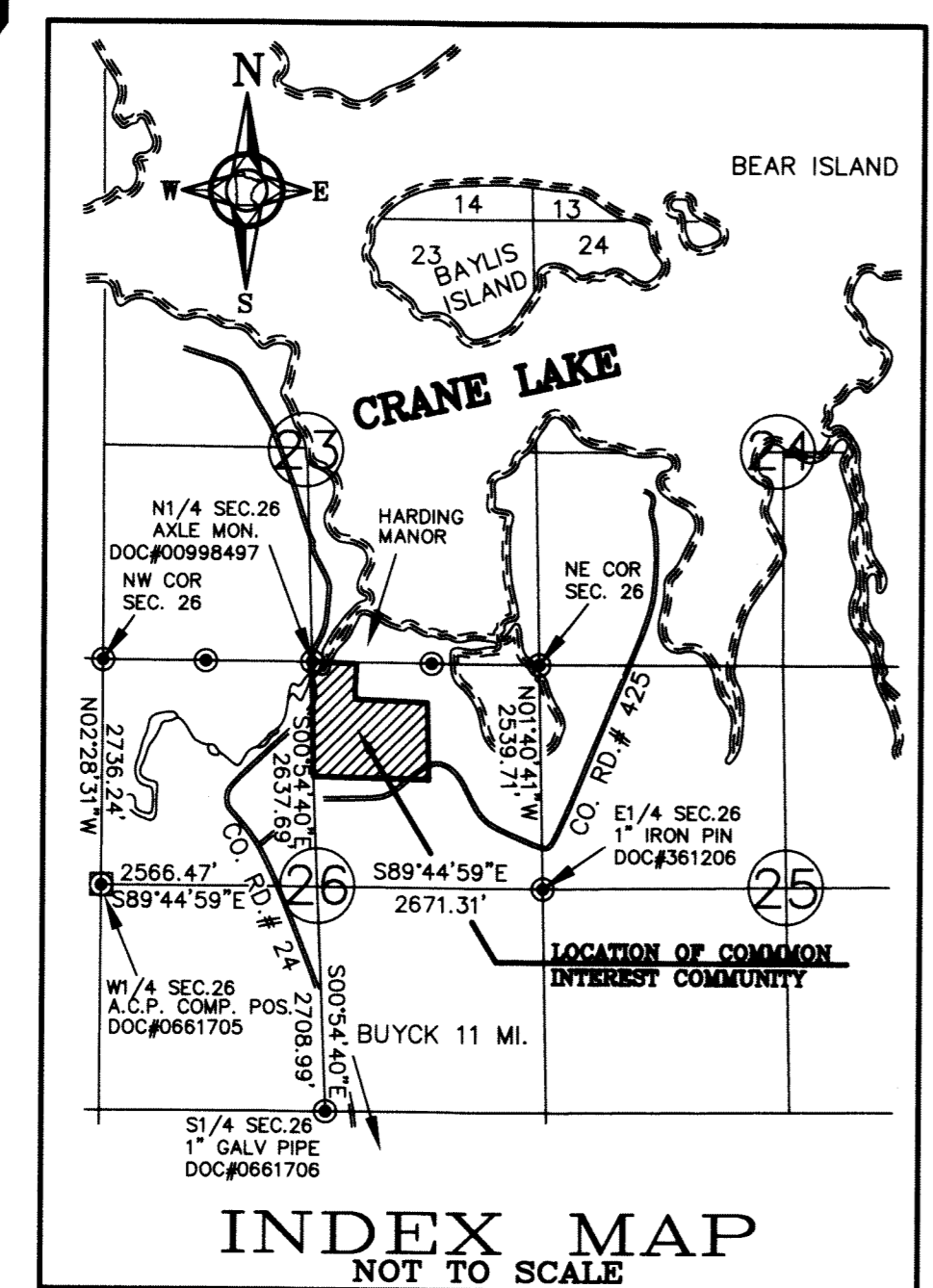
AMENDMENT TO COMMON INTEREST COMMUNITY PLAT NO. 84
CRANE LAKE SHORES
CIC PLAT

LOCATED IN
NORTHWEST QUARTER OF THE NORTHEAST QUARTER IN SECTION 26,
TOWNSHIP 67 NORTH, RANGE 17 WEST OF THE FOURTH PRINCIPAL MERIDIAN



THIS PLANNED COMMUNITY PLAT HAS BEEN RECORDED
AS DECLARATION DOCUMENT NO. 122,5113 FILED ON
THIS 9th DAY OF October A.D., 20013
D. Hovren COUNTY RECORDER

All Taxes Paid
October 9, 2013
St. Louis County Auditor
By D. Hovren



I, Rodney Flannigan, do hereby certify that the work was undertaken by or reviewed and approved
by me for this COMMON INTEREST COMMUNITY Plat of AMMENDMENT TO COMMON INTEREST COMMUNITY NO. 84,
CRANE LAKE SHORES PLANNED COMMUNITY, located upon the following described property:
All that part of the Northwest Quarter of the Northeast Quarter of Section 26, Township 67 North, Range 17 West of
the Fourth Principal Meridian further described as follows:

Beginning at a point on the North Line of said Section 26, 810.52' west of the northeast corner of said Northwest
Quarter of the Northeast Quarter of Section 26, and assigning a bearing of North 87 degrees 35 minutes 45 seconds
West to said north line of Section 26, thence South 02 degrees 24 minutes 15 seconds West 230.00' feet; thence North
87 degrees 35 minutes 45 seconds West 6.39' feet; thence South 01 degrees 16 minutes 52 seconds East 176.35' feet;
thence South 87 degrees 35 minutes 45 seconds East 831.72' feet to the east line of Northwest Quarter of the
Northeast Quarter of Section 26; thence South 01 degree 16 minutes 52 seconds East along said east line 742.75' feet
to the northerly right of way of County Road 425; thence South 65 degrees 54 minutes 11 seconds West 50.61' feet;
thence South 55 degrees 41 minutes 14 seconds West 71.98' feet; thence North 45 degrees 32 minutes 22 seconds
West 129.68' feet; thence South 58 degrees 10 minutes 15 seconds West 138.16' feet; thence South 16 degrees 34
minutes 34 seconds East 98.90' feet to the south line of the said Northwest Quarter of the Northeast Quarter; thence
North 88 degrees 40 minutes 34 seconds West along the south line of the said Northwest Quarter of the Northeast
Quarter 435.21' feet; thence North 01 degree 19 minutes 26 seconds East 25.00' feet; thence North 88 degrees 40
minutes 34 seconds West 75.00' feet; thence South 01 degree 19 minutes 26 seconds West 16.03' feet to the
south line of the said Northwest Quarter of the Northeast Quarter; thence North 88 degrees 40 minutes 34 seconds
West along the south line of the said Northwest Quarter of the Northeast Quarter 313.24' feet to the Southwest corner
of the Northwest Quarter of Northeast Quarter of said Section 26; thence North 00 degrees 54 minutes 25 seconds
West along the north-south 1/4 line of said Section 26 a distance of 758.44' feet to the southerly right of way of
County Road 24; thence northeasterly along a non-tangential curve concave to the northwest, the center of which
bears North 60 degrees 29 minutes 26 seconds West with a radius of 418.00' feet and a central angle of 42 degrees
33 minutes 31 seconds a distance of 310.49' feet; thence North 13 degrees 02 minutes 57 seconds West tangent to
said curve 82' feet more or less to the south shore of Crane Lake thence southerly, easterly, and northeasterly along
the said shoreline 360' feet more or less to a point on the north line of Section 26; thence South 87 degrees 35
minutes 45 seconds East 238' feet more or less to the point of beginning.

and that it fully and accurately depicts all information required by Minnesota Statutes, Section 515B.2-110.
Dated this 12th day of September, 2013.

SURVEYORS ACKNOWLEDGMENT
Rodney Flannigan, Licensed Land Surveyor
Minnesota License No. 19792
STATE OF MINNESOTA
COUNTY OF ST. LOUIS)
The foregoing Surveyor's Certificate was acknowledged before me this 12th day September, 2013
by Rodney Flannigan, Minnesota License No. 19792

Notary Public, St. Louis County, Minnesota
My Commission expires on Jan. 31, 2016

ST. LOUIS COUNTY SURVEYOR
I hereby certify that this plat has been checked and approved this 13th day of September, 2013

Thomas J. O'Malley St. Louis County Surveyor

CENTERLINE TABLE

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| L1 | 100.02 | N71°25'17"E |
| L2 | 176.89 | S10°44'35"W |
| L3 | 36.78 | S87°08'15"W |
| L4 | 104.97 | S35°02'19"E |
| L5 | 60.09 | S29°22'30"W |
| L6 | 92.84 | S40°51'45"W |
| L7 | 75.00 | S48°59'54"W |
| L8 | N/A | N/A |
| L9 | 21.51 | N85°01'28"E |
| L10 | N/A | N/A |
| L11 | N/A | N/A |
| L12 | N/A | N/A |
| L13 | 60.00 | N48°54'33"E |
| L14 | 60.00 | N03°48'23"W |
| L15 | 60.00 | S32°14'41"W |
| L16 | 60.00 | S43°34'27"E |

CENTERLINE CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA ANGLE |
|-------|--------|--------|-------------|
| C1 | 110.15 | 200.00 | 31°33'24" |
| C2 | 3.01 | 200.00 | 0°51'48" |
| C3 | 244.98 | 240.82 | 58°17'04" |
| C4 | 138.68 | 76.69 | 103°36'20" |
| C5 | 68.24 | 122.17 | 32°00'13" |
| C6 | 76.38 | 122.17 | 35°49'12" |
| C7 | 108.77 | 170.45 | 36°33'41" |
| C8 | 23.81 | 137.53 | 9°55'09" |
| C9 | 99.09 | 137.53 | 41°16'58" |
| C10 | 160.36 | 750.00 | 12°15'01" |
| C11 | 145.83 | 100.00 | 83°33'06" |

CENTERLINE CHORD TABLE

| CURVE | LENGTH | BEARING |
|-------|--------|-------------|
| C1 | 108.77 | N88°03'47"E |
| C2 | 3.01 | N71°51'11"E |
| C3 | 234.35 | N42°16'45"E |

- LEGEND
- DENOTES MONUMENT FOUND
 - DENOTES SET 5/8" REBAR CAPPED RLS# 19792
 - DENOTES REVISED LOT CORNERS CAPPED RLS# 43816
 - C.E. DENOTES COMMON ELEMENT
 - - - DENOTES SURVEY LINE
 - UNIT BOUNDARY
 - [---] DENOTES WETLANDS

BASIS OF BEARING
THE NORTH LINE OF THE NE 1/4 OF SECTION 26 IS TO BEAR SOUTH 87 DEGREES 35 MINUTES 45 SECONDS EAST

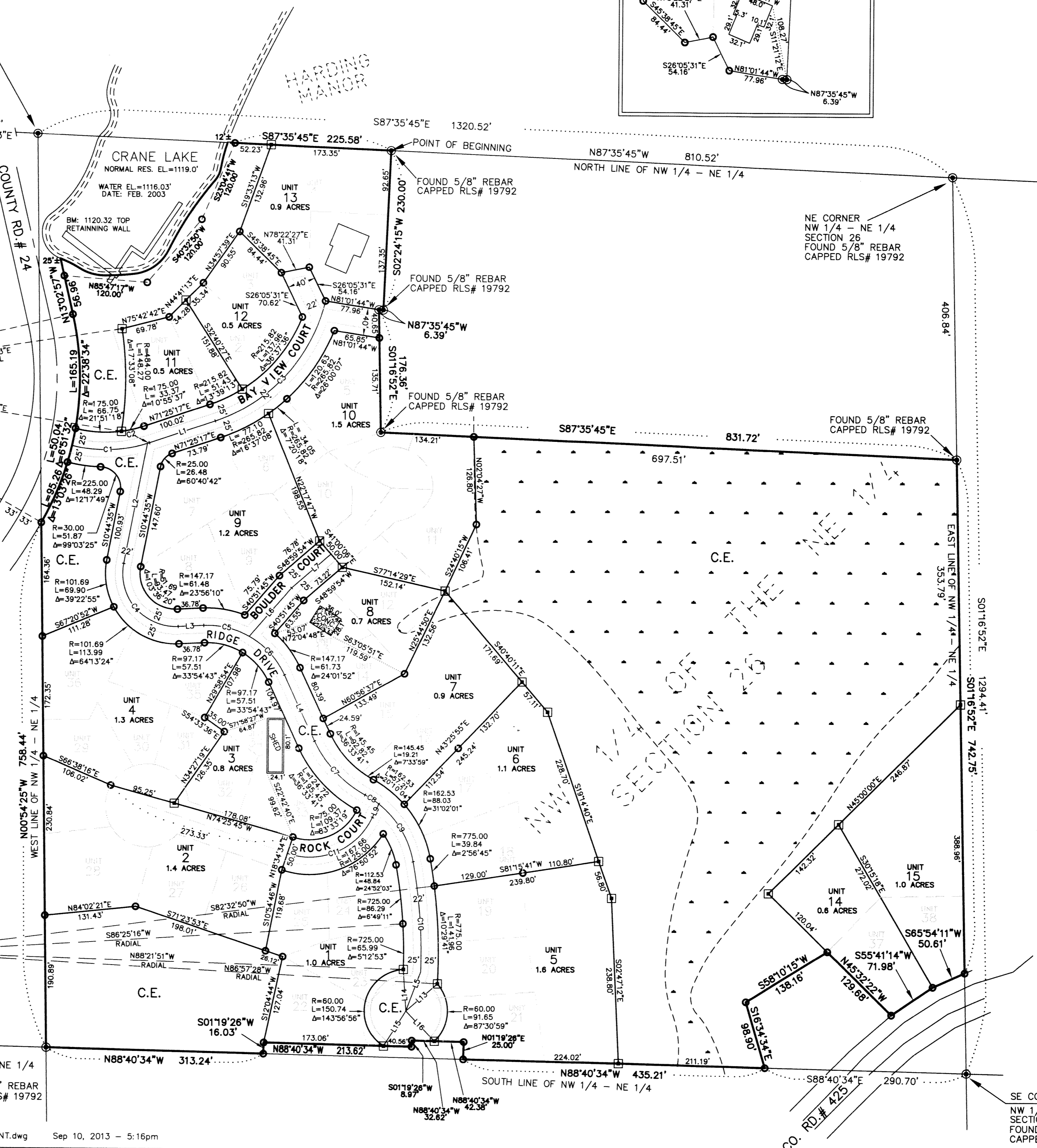
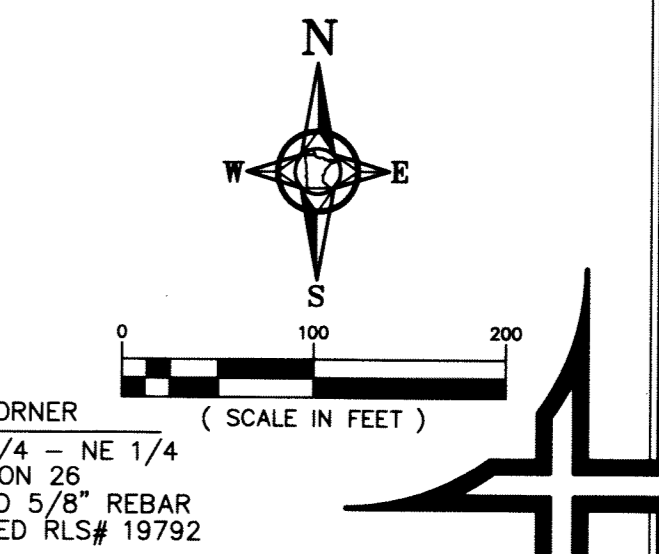


EXHIBIT C – DEED TO SHUCKS

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Individual(s)

Minnesota Uniform Conveyancing Blanks
Form 10.3.4 (2016)

eCRV number: _____

DEED TAX DUE: \$ 1.65

DATE: _____, 2022
(month/day/year)

FOR VALUABLE CONSIDERATION, Crane Lake Shores Owners' Association Inc., a Minnesota nonprofit corporation, and
(insert name of Grantor)

Crane Lake Township

a municipal body organized and existing under the laws of Minnesota ("Grantor"),
hereby conveys and quitclaims to Ty Michael Shuck and Jeanne Marie Shuck
(insert name of each Grantee)

_____ ("Grantee"), as

(Check only one box.) tenants in common, (If more than one Grantee is named above and either no box is checked or both boxes are checked, this conveyance is made to the named Grantees as tenants in common.)
 joint tenants,

real property in St. Louis County, Minnesota, legally described as follows:

See Parcel 1, as depicted and described on EXHIBIT A, attached

As authorized under EXHIBIT B, attached.

SUBJECT to easements, covenants, condition and restrictions of record.

This deed is given pursuant to the termination of Common Interest Community No. 84, CRANE LAKE SHORES ("CIC"). Grantor affirms that all common element ownership of the lands formerly described in the CIC are terminated.

Total consideration for this transfer is less than \$500.

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

together with all hereditaments and appurtenances belonging thereto.

and granting to Grantee easements over Grantor's retained lands as set forth in EXHIBIT C, attached,

Check applicable box:

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

Grantor

Crane Lake Shores Owners' Association Inc.

(name of Grantor)

By: _____
(signature)

Its: _____
(type of authority)

By: _____
(signature)

Its: _____
(type of authority)

State of Minnesota, County of St. Louis

This instrument was acknowledged before me on _____, 2022, by _____
(month/day/year) (name of authorized signer)

_____ as _____
(type of authority)

and by _____
(name of authorized signer)

as _____ of Crane Lake Shores Owners' Association Inc., a Minnesota nonprofit
(type of authority) corporation, on behalf of the (name of Grantor)
corporation.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

See additional signature page 2A.

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Roy J. Christensen, Esq.
Johnson, Killen & Seiler, P.A.
230 W Superior St Ste 800
Duluth MN 55802
Phone 218-722-6331

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

GRANTOR

Crane Lake Township

By _____
Its _____

By _____
Its _____

STATE OF MINNESOTA, COUNTY OF ST. LOUIS

The foregoing instrument was acknowledged before me on _____, 2022, by
_____, the _____ and
_____, the _____ of
Crane Lake Township, a municipal body organized and existing under the laws of the State of Minnesota,
on behalf of said township.

NOTARY PUBLIC

My commission expires _____

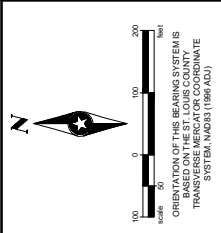
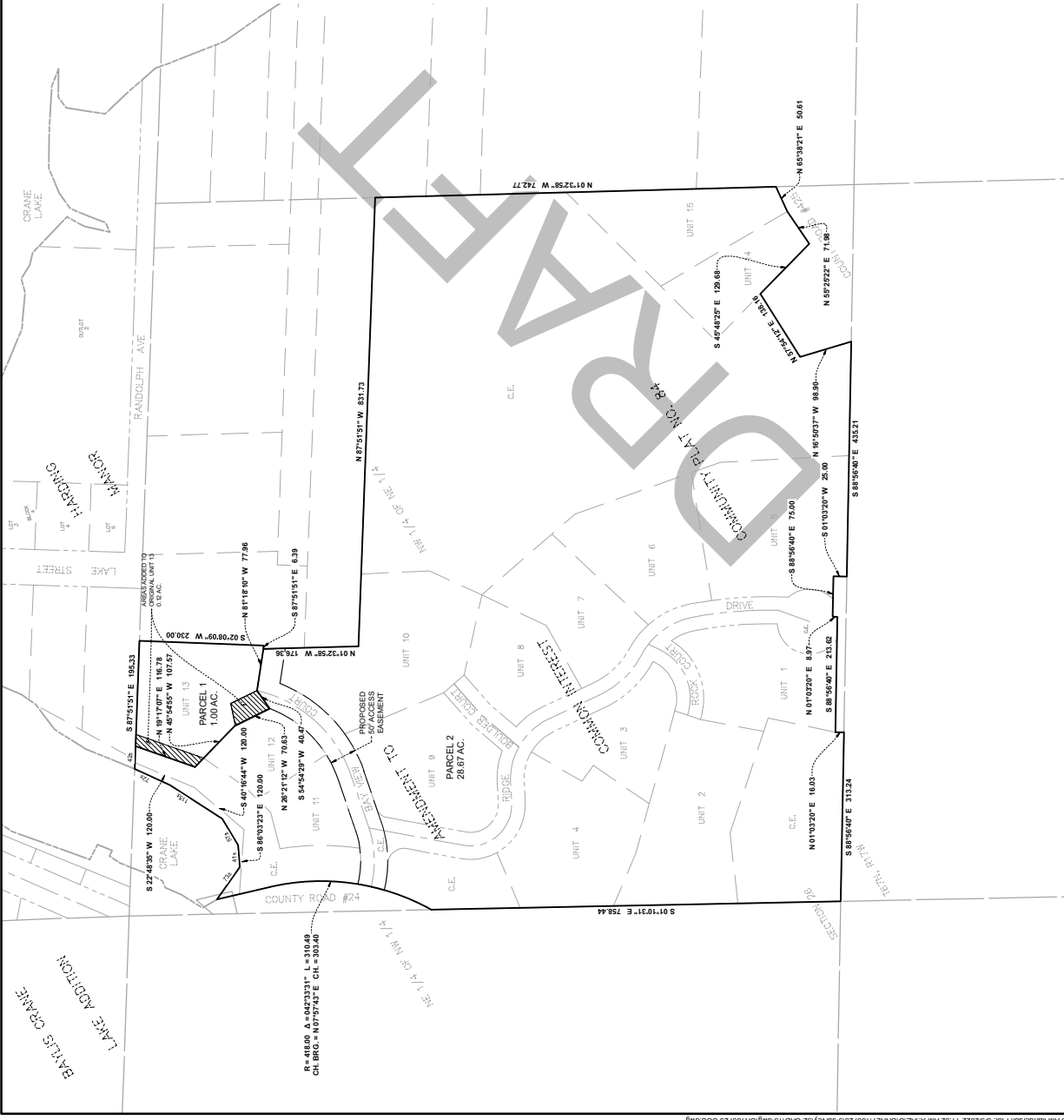


EXHIBIT A

EXISTING AMENDMENT TO C.L.C. NO. 24 CRANE LAKE SHORES LEGAL DESCRIPTION
 Units 1 through 15, AND the Common Elements, C.L.C. #4, according to the recorded plat thereof, Barré Lake County, Minnesota.

- PROPOSED PARCEL 1
- PROPOSED PARCEL 2
- PROPOSED 50' ACCESS EASEMENT



| | | | | | | | | | | |
|---|-------------------|------|-------------------------------|------|--------|-------------------------------|------|--------|-------------------------------|------|
| SEI Project CRALT 16375 | Rev. # KLA | Date | Revision Issue Description | Date | Rev. # | Revision Issue Description | Date | Rev. # | Revision Issue Description | Date |
| Drawn By KLA | Checked By CAL | | | | | | | | | |
| CERTIFICATE OF SURVEY | | | | | | | | | | |
| TOWN OF CRANE LAKE | | | | | | | | | | |
| ST. LOUIS COUNTY, MN | | | | | | | | | | |
| I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF PROFESSIONAL SURVEYORS UNDER THE LAWS OF THE STATE OF MINNESOTA. CHRIS A. LARSEN, L.S. DATE _____ LICENSE NO. _____ | | | | | | | | | | |
| 1 of 1 | | | | | | | | | | |

Exhibit B

AFFIDAVIT OF ASSOCIATION SECRETARY

I, _____, am the Secretary of the **Crane Lake Shores Owners' Association Inc.** ("**Association**") a Minnesota non-profit corporation. I hereby certify that all approvals required by Minnesota Statutes, and the governing documents of the Association, have been obtained, to permit the conveyance set forth in the deed to which this Affidavit is attached.

I further certify that at the time of the approvals of the Association were obtained, and at the time of execution of this Affidavit, the ownership of all unit owners in the CIC, were:

| | |
|-----------------|--|
| Unit No. 13 | Ty Michael Shuck and Jeanne Marie Shuck, married to each other |
| All other units | Crane Lake Township |

Dated _____, 2022.

Secretary
Crane Lake Shores Owners' Association Inc.

STATE OF MINNESOTA) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on _____, 2022, by _____, the Secretary of **Crane Lake Shores Owners' Association Inc.**, a Minnesota non-profit corporation, on behalf of the corporation.

Notary Public

Exhibit C

EASEMENTS FOR ACCESS AND DOCK SLIP USAGE

Road Access Easement

A non-exclusive ingress and egress access easement, for vehicular and pedestrian use, over and across that part of Grantor's property formerly described as BAYVIEW COURT, as set forth in the former CIC PLAT NO. 84, CRANE LAKE SHORES, recorded on October 9, 2013 as document no. 1225113, EXCEPT that part of BAYVIEW COURT conveyed by this Deed to Grantee, with the legal description of said easement being as set forth on Exhibit C1 and C2.

The easement granted herein shall be perpetual, shall be binding upon the successors and assigns of grantor and grantee, and shall run with the land. Grantor shall have no duty to build or maintain any structure or surface within the easement. Grantee shall defend, indemnify, and hold harmless Grantor from all claims or damages whatsoever arising from the easement, save and except to the extent any claim or damage is proven to be the causal fault of Grantor, and only then to the extent of such proven causal fault.

It is the intention of Grantor and Grantee that this grant of easement is in furtherance of and clarifies the existing easement on the property, recorded on May 20, 1946 as Document No. 69339, Book of Deeds 787, Page 169 ("Existing Easement"). Nothing in this easement shall be read to diminish the rights of others to use of the Existing Easement.

Dock Use Easement

An exclusive ingress and egress access easement, for pedestrian use, over and across that part of Grantor's property lying between Grantee's land described in this Deed, and Crane Lake, and an easement for installation and recreational use of a dock upon Grantee's shoreland bordering upon Crane Lake, with the legal description of said shoreland dock use easement being as set forth on Exhibit C3 and C4.

The easement granted herein shall be perpetual, shall be binding upon the successors and assigns of grantor and grantee, and shall run with the land. Grantor shall have no duty to build or maintain any structure or surface within the easement. Grantee shall defend, indemnify, and hold harmless Grantor from all claims or damages whatsoever arising from the easement, save and except to the extent any claim or damage is proven to be the causal fault of Grantor, and only then to the extent of such proven causal fault.



Building a Better World
for All of Us®

Town of Crane Lake
Legal Land Description
Access Easement
SEH No.: CRALT 163725


Proposed Easement Description:

A 50 foot wide strip of land over, under, and across that part of the Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼) of Section 26, Township 67 North, Range 17 West, according to the US Government Survey thereof, also being part of Units 9, 10, 11, 12, and the common elements depicted upon Amendment to Common Interest Community Plat No. 84, duly recorded in Saint Louis County, Minnesota, lying 50 feet left the following described line:

Commencing at a point on the north line of the said NW ¼ of NE ¼, said point being the northeast corner of Unit 13 of said Amendment to CIC Plat No. 84; thence South 02 degrees 11 minutes 00 seconds West, along the east line of said Unit 13, a distance of 229.76 feet; thence North 87 degrees 51 minutes 51 seconds West, along the south line of said Unit 13, a distance of 6.39 feet; thence South 01 degree 32 minutes 58 seconds East, along the east line and northerly extension thereof of said Unit 10, a distance of 176.36 feet to the POINT OF BEGINNING; thence returning North 01 degree 32 minutes 58 seconds West, along said east line and northerly extension, a distance of 176.36 feet to the south line of said Unit 13; thence North 81 degrees 18 minutes 10 seconds West, along the said south line, a distance of 77.96 feet; thence South 54 degrees 54 minutes 29 seconds West a distance of 44.26 feet; thence South 24 degrees 19 minutes 49 seconds West a distance of 11.18 feet to the beginning of a tangential curve, concave to the northwest, having a radius of 175.00 feet and a central angle of 23 degrees 33 minutes 22 seconds; thence southwesterly along said curve a distance of 71.95 feet; thence South 47 degrees 53 minutes 11 seconds West a distance of 46.87 feet to the beginning of a tangential curve, concave to the northwest, having a radius of 175.00 feet and a central angle of 14 degrees 47 minutes 49 seconds; thence southwesterly along said curve a distance of 45.19 feet; thence South 62 degrees 41 minutes 00 seconds West a distance of 96.48 feet to the beginning of a tangential curve, concave to the north, having a radius of 155.00 feet and a central angle of 44 degrees 31 minutes 44 seconds; thence westerly along said curve a distance of 120.46 feet to the easterly line of existing 66 foot wide County Road No. 24, as depicted upon said Amended CIC Plat No. 84, and there terminating. The left sideline of said strip of land shall be shortened or prolonged so as to terminate on the east line of said County Road Number 24.

CERTIFICATION

I hereby certify that this survey, plan, or 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.


Chris A. Larsen, PLS
Minnesota License No. 45848

June 15, 2022
Date

SEH Project CRALT 163725
 Drawn By KLA
 Surveyed By SEH
 Checked By CAL



PHONE: 218.279.3000
 418 W SUPERIOR ST,
 STE 200
 DULUTH, MN 55802-1512
 www.sehinc.com

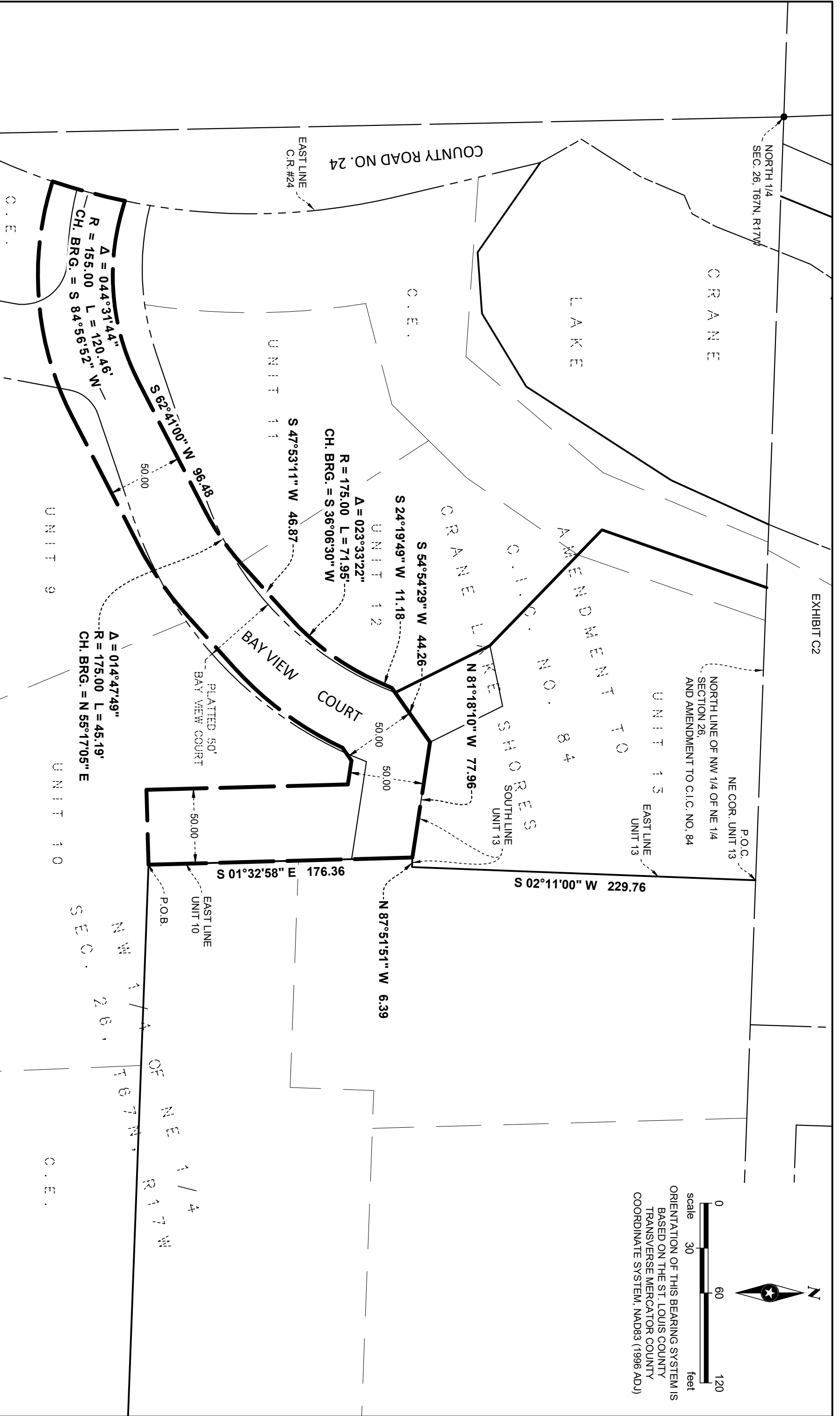
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

CHRIS A. LARSEN, L.S.
 DATE 6-15-2022

LICENSE NO. 45848

**EASEMENT EXHIBIT FOR:
 TOWN OF CRANE LAKE**

BAY VIEW COURT EASEMENT



Scale
 0 30 60 120
 feet

ORIENTATION OF THIS BEARING SYSTEM IS
 BASED ON THE ST. LOUIS COUNTY
 TRANSVERSE MERCATOR COUNTY
 COORDINATE SYSTEM, NAD83 (1996 ADJ)

EXHIBIT C2



Building a Better World
for All of Us®

EXHIBIT C3

Town of Crane Lake
Legal Land Description
Dock License
SEH No.: CRALT 163725

Proposed Legal Land Description:

That part of the Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼) of Section 26, Township 67 North, Range 17 West, according to the US Government Survey thereof, and also being part of the common elements depicted upon Common Interest Community Plat No. 84, duly recorded in Saint Louis County, Minnesota, lying within the following described figure:

Commencing at a point on the north line of the said NW ¼ of NE ¼, said point being the northeast corner of Unit 13 of said CIC Plat No. 84; thence North 87 degrees 52 minutes 53 seconds West, along said north line of the NW ¼ of NE ¼ and the said north line of Unit 13, a distance of 173.63 feet to a point on said north lines being the northwest corner of said Unit 13; thence South 19 degrees 17 minutes 07 seconds West, along the westerly line of said Unit 13, a distance of 20.93 feet to the POINT OF BEGINNING; thence continuing South 19 degrees 17 minutes 07 seconds West, along said line, a distance of 31.40 feet; thence North 87 degrees 52 minutes 53 seconds West a distance of 69.14 feet to the shore of Crane Lake; thence northeasterly along said shoreline approximately 32 feet to the intersection with a line bearing North 87 degrees 52 minutes 53 seconds West from the Point of Beginning; thence South 87 degrees 52 minutes 53 seconds East, along said line, 66.12 feet to the Point of Beginning and there terminating.

CERTIFICATION

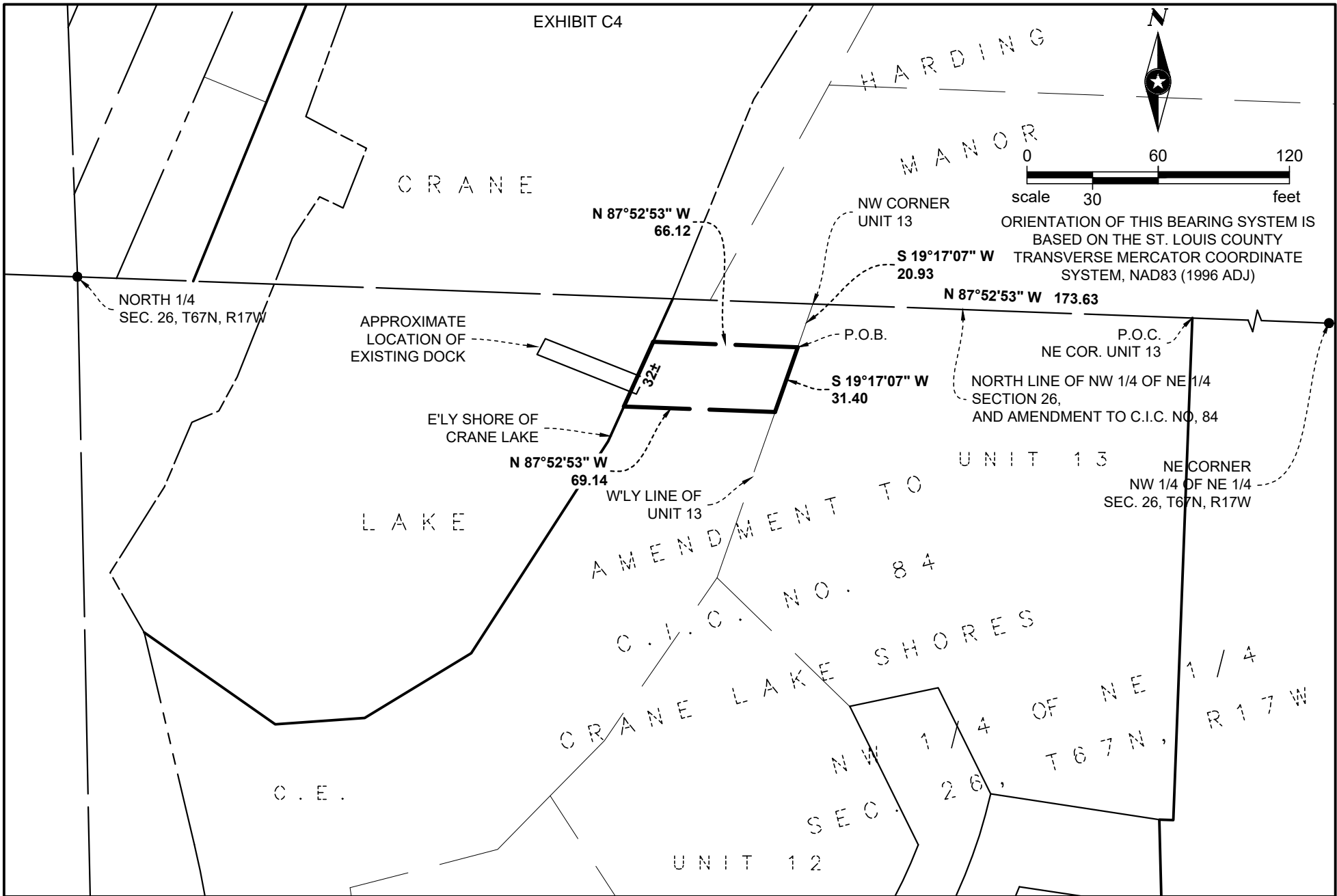
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Chris A. Larsen, PLS
Minnesota License No. 45848

June 15, 2022

Date

Save: 6/15/2022 10:43 AM krandserson Plot: 6/15/2022 11:11 AM X:\AEC\CRALT\1637259-survey\02-CAD\15-dwg\CR163725 Dock License.dwg



DOCK LICENSE

| | |
|-------------|--------------|
| SEH Project | CRALT 163725 |
| Drawn By | KLA |
| Surveyed By | SEH |
| Checked By | CAL |

**EXHIBIT FOR:
TOWN OF CRANE LAKE**

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

Chris A. Larsen
 CHRIS A. LARSEN, L.S.
 DATE 6-15-2022 LICENSE NO. 45848

SEH
 PHONE: 218.279.3000
 418 W SUPERIOR ST.,
 STE 200
 DULUTH, MN 55802-1512
 www.sehinc.com

EXHIBIT D – DEED TO CRANE LAKE TOWNSHIP

(Top 3 inches reserved for recording data)

**QUIT CLAIM DEED
Business Entity to Business Entity**

**Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2013)**

eCRV number: _____

DEED TAX DUE: \$ 1.65

DATE: _____, 2022
(month/day/year)

FOR VALUABLE CONSIDERATION, Crane Lake Shores Owners' Association Inc., a Minnesota nonprofit corporation, and
(insert name of Grantor)

Ty Michael Shuck and Jeanne Marie Shuck, married to each other

~~xxx~~ under the laws of _____ ("Grantor"),

hereby conveys and quitclaims to Crane Lake Township
(insert name of Grantee)

a municipal body organized and existing under the laws of Minnesota ("Grantee"),

real property in St. Louis County, Minnesota, legally described as follows:

See EXHIBIT 1 attached, as authorized under EXHIBIT 2, attached.

SUBJECT to easements, covenants, conditions and restrictions of record.

This deed is given pursuant to the termination of Common Interest Community No. 84, CRANE LAKE SHORES ("CIC").

Grantor affirms that all common element ownership of the lands formerly described in the CIC are terminated.

Total consideration for this transfer is less than \$500

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

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

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

Grantor

Crane Lake Shores Owners' Association Inc.

(name of Grantor)

By: _____
(signature)

Its: _____
(type of authority)

By: _____
(signature)

Its: _____
(type of authority)

State of Minnesota, County of St. Louis

This instrument was acknowledged before me on _____, by _____
(month/day/year) (name of authorized signer)

_____ as _____
(type of authority)

and by _____
(name of authorized signer)

as _____ of Crane Lake Shores Owners' Association Inc., a Minnesota nonprofit
(type of authority) corporation on behalf of the (name of Grantor) corporation.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

[See additional signature page 2A.](#)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

[Roy J. Christensen, Esq.](#)
[Johnson, Killen & Seiler, P.A.](#)
[230 W Superior St Ste 800](#)
[Duluth MN 55802](#)
[Phone 218-722-6331](#)

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

PAGE 2A

GRANTORS

Ty Michael Shuck

Jeanne Marie Shuck

STATE OF MINNESOTA, COUNTY OF ST. LOUIS

The foregoing instrument was acknowledged before me on _____, 2022, by Ty Michael Shuck and Jeanne Marie Shuck, married to each other.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT 1

All that part of the Northwest Quarter of the Northeast Quarter of Section 26, Township 67 North, Range 17 West of the Fourth Principal Meridian further described as follows:

Beginning at a point on the North Line of said Section 26, 810.52 west of the northeast corner of said Northwest Quarter of the Northeast Quarter of Section 26, and assigning a bearing of North 87 degrees 35 minutes 45 seconds West to said north line of Section 26, thence South 02 degrees 24 minutes 15 seconds West 230.00 feet; thence North 87 degrees 35 minutes 45 seconds West 6.39 feet; thence South 01 degrees 16 minutes 52 seconds East 176.36 feet; thence South 87 degrees 35 minutes 45 seconds East 831.72 feet to the east line of Northwest Quarter of the Northeast Quarter of Section 26; thence South 01 degree 16 minutes 52 seconds East along said east line 742.75 feet to the northerly right of way of County Road 425; thence South 65 degrees 54 minutes 11 seconds West 50.61 feet; thence South 55 degrees 41 minutes 14 seconds West 71.98 feet; thence North 45 degrees 32 minutes 22 seconds West 129.68 feet; thence South 58 degrees 10 minutes 15 seconds West 138.16 feet; thence South 16 degrees 34 minutes 34 seconds East 98.90 feet to the south line of the said Northwest Quarter of the Northeast Quarter; thence North 88 degrees 40 minutes 34 seconds West along the south line of the said Northwest Quarter of the Northeast Quarter 435.21 feet; thence North 01 degree 19 minutes 26 seconds East 25.00 feet; thence North 88 degrees 40 minutes 34 seconds West 75.00 feet; thence South 01 degree 19 minutes 26 seconds West 8.97 feet; thence North 88 degrees 40 minutes 34 seconds West 213.62 feet; thence South 01 degree 19 minutes 26 seconds West 16.03 feet to the south line of the said Northwest Quarter of the Northeast Quarter; thence North 88 degrees 40 minutes 34 seconds West along the south line of the said Northwest Quarter of the Northeast Quarter 313.24 feet to the Southwest corner of the Northwest Quarter of Northeast Quarter of said Section 26; thence North 00 degrees 54 minutes 25 seconds West along the north-south 1/4 line of said Section 26 a distance of 758.44 feet to the southerly right of way of County Road 24; thence northeasterly along a non-tangential curve concave to the northwest, the center of which bears North 60 degrees 29 minutes 26 seconds West with a radius of 418.00 feet and a central angle of 42 degrees 33 minutes 31 seconds a distance of 310.49 feet; thence North 13 degrees 02 minutes 57 seconds West tangent to said curve 82 feet more or less to the south shore of Crane Lake thence southerly, easterly, and northeasterly along the said shoreline 360 feet more or less to a point on the north line of Section 26; thence South 87 degrees 35 minutes 45 seconds East 238 feet more or less to the point of beginning.

EXCEPT Parcel 1, as depicted and described in EXHIBIT A attached.

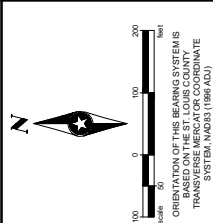
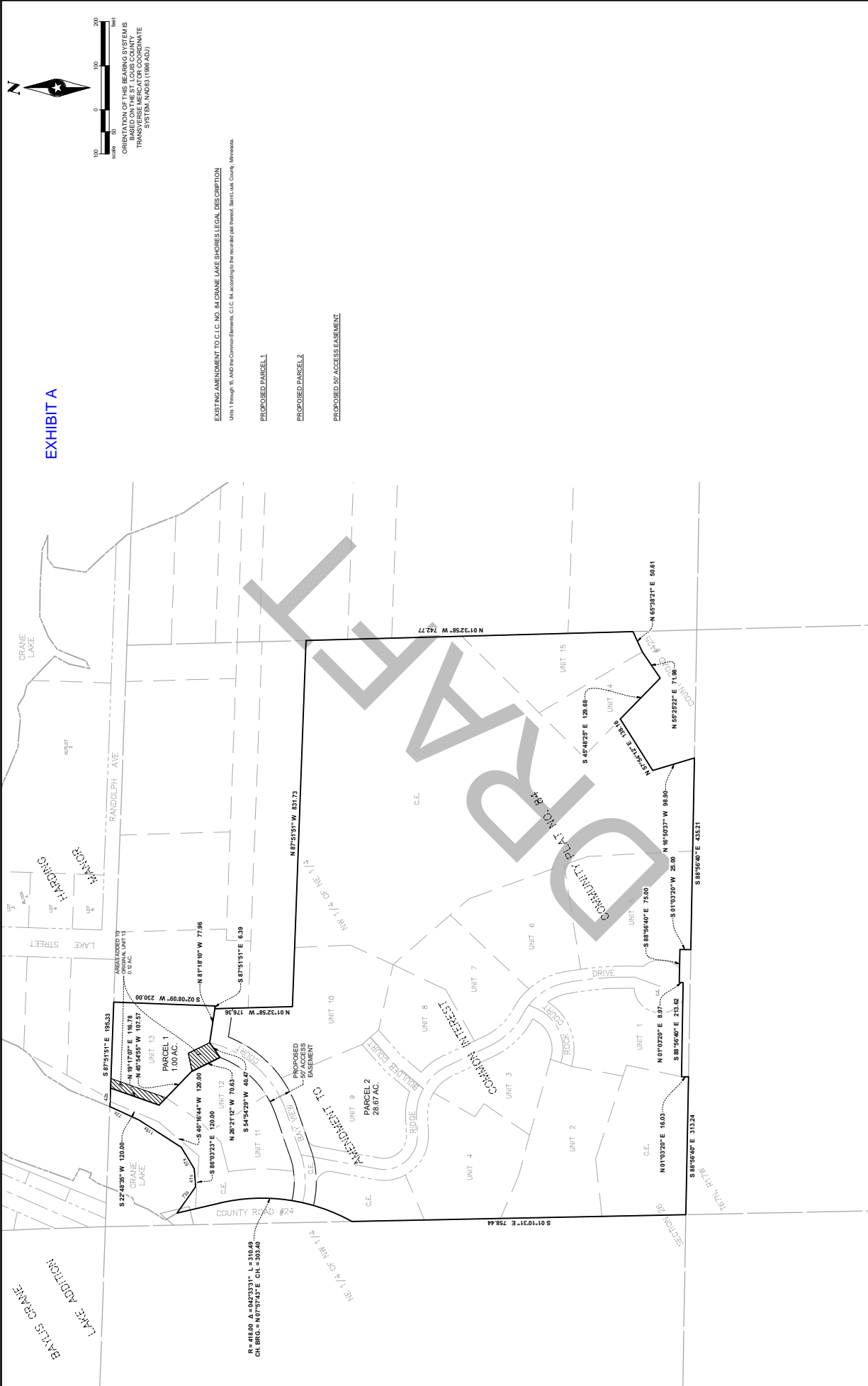


EXHIBIT A

| | | | | | | | |
|-------------|-------------|--------|------|----------------------------|------|----------------------------|------|
| SEI Project | CRALT 16375 | Rev. # | Date | Revision Issue Description | Date | Revision Issue Description | Date |
| Drawn By | KLA | ... | ... | ... | ... | ... | ... |
| Designed By | ... | ... | ... | ... | ... | ... | ... |
| Checked By | CAL | ... | ... | ... | ... | ... | ... |



TOWN OF CRANE LAKE

CERTIFICATE OF SURVEY

ST. LOUIS COUNTY, MN

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

Exhibit 2

AFFIDAVIT OF ASSOCIATION SECRETARY

I, _____, am the Secretary of the **Crane Lake Shores Owners' Association Inc. ("Association")** a Minnesota non-profit corporation. I hereby certify that all approvals required by Minnesota Statutes, and the governing documents of the Association, have been obtained, to permit the conveyance set forth in the deed to which this Affidavit is attached.

I further certify that at the time of the approvals of the Association were obtained, and at the time of execution of this Affidavit, the ownership of all unit owners in the CIC, were:

| | |
|-----------------|--|
| Unit No. 13 | Ty Michael Shuck and Jeanne Marie Shuck, married to each other |
| All other units | Crane Lake Township |

Dated _____, 2022.

Secretary
Crane Lake Shores Owners' Association Inc.

STATE OF MINNESOTA) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on _____, 2022, by _____, the Secretary of **Crane Lake Shores Owners' Association Inc.**, a Minnesota non-profit corporation, on behalf of the corporation.

Notary Public