



Doc No 9192178 10/09/2008 02:00 PM  
Certified filed and or recorded on above date:  
Office of the County Recorder  
Hennepin County, Minnesota  
Michael H. Cunniff, County Recorder  
TransID 448096

Deputy 45  
Fees  
\$35.50 DOC  
\$10.50 SUR  
\$46.00 Total

STATE OF MINNESOTA, COUNTY OF HENNEPIN  
Certified to be a true and correct copy of the  
original on file and of record in my office

DEC 26 2008

MICHAEL H. CUNNIFF, COUNTY RECORDER

By *Spentson* Deputy



RECEIVED  
JAN 08 2009

**GRANT OF PERMANENT  
FLOWAGE AND CONSERVATION EASEMENT AND  
RESTRICTIVE COVENANT  
FOR WETLAND AND WETLAND BUFFER**

INSTRUMENT made this 3<sup>rd</sup> day of OCTOBER, 2008, by and between Hashem Abukhadra, Trustee of the Irrevocable Trust Agreement of Suad Azhari u/t/a dated March 23 1990, the Grantor, and the CITY OF ORONO, a Minnesota municipal corporation ("City").

**WITNESSETH:**

The Grantors, in consideration of good and valuable consideration paid by the City, the receipt and sufficiency of which is hereby acknowledged, hereby create and grant unto the City a permanent flowage and conservation easement ("the Easement") for the purposes set forth in this instrument, over, under, and across the *wetland and wetland buffer* as described on the attached Exhibit A and depicted on the attached Exhibit B (the "easement premises").

The Grantors on behalf of themselves, their heirs, successors and assigns, hereby covenant and agree as follows:

1. That the following are prohibited in perpetuity within the portion of the Easement depicted in Exhibit B as "WETLAND":

A. Constructing, installing, or maintaining anything made by man, including but not limited to buildings, structures, walkways, fences, retaining walls, fireplaces, clothes line poles, playground equipment, roads, hardcover of any kind, underground utility lines and distribution equipment, light poles, traffic signals, traffic regulatory signs, mailboxes; except: 1) feeders, bird houses, and other devices intended to foster wildlife; and 2) docks or boardwalks when allowed by City ordinance and under a valid City permit.

B. Cutting, mowing or removing shrubs or other vegetation, and cutting, destroying or removing trees greater than four inches in diameter, except for tree disease control by or as directed by a governmental agency. Grantors may remove brush, diseased or dead trees of any size, and noxious weeds.

C. Excavation or filling or material alteration of grade, including changes to the size, depth or contour of the wetland; dredging, mining or removal of earth, loam, peat, gravel, soil or any other natural material.

D. The deposit of waste, yard waste, or debris.

E. Activity detrimental to the screening of the neighboring properties.

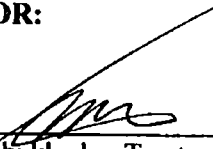
F. Application of fertilizers, whether natural or chemical.

G. Application of chemicals for the destruction or retardation of vegetation.

- H. The application of herbicides, pesticides, and insecticides, except for noxious weed control by or as directed by a governmental agency.
  - I. Outside storage of any kind.
  - J. Activity detrimental to the preservation of the scenic beauty, vegetation, and wildlife.
2. Establishment and Maintenance of Wetland Buffer. The wetland buffer, being that portion of the "easement premises" measuring 16.5 feet to 35 feet in width at all points surrounding the wetland, the outer boundary of such buffer being legally described on Exhibit A and the extent of which is depicted on Exhibit B and labelled as "BUFFER", shall be established and improved to become an "acceptable buffer area" as described within City Ordinances, and shall thereafter be maintained by Grantors in perpetuity free from mowing or other vegetative disturbance, fertilizer application, yard or other waste disposal, the placement of structures or any other alteration that impedes the function of the buffer in protecting the quality of water in the wetland or buffering flows into the wetland.
3. Grantors for themselves, their heirs, successors and assigns, further grant the City the affirmative right, but not the obligation to do the following on the easement premises:
- A. Preserve, improve, and enhance the slope, trees, vegetation, and natural habitat by altering, clearing, and removing trees or other vegetation, by changing the contour of the land, and by planting trees or other vegetation.
  - B. Enter upon the easement premises at any time to enforce compliance with the terms of this instrument.
  - C. Grantors reserve for themselves and for their heirs, successors and assigns and their invitees, the right to enter upon the easement premises and to do and perform on the easement premises such acts as are not inconsistent with the easement rights granted to the City herein. Such uses shall be deemed to include, but not be limited to planting of trees, flowers, and other vegetation consistent with a conservation easement; walking along trails and paths; bird watching; the study of nature; and all other acts of a similar nature or purpose.
4. Grantors hereby grant, gift, quit claim and convey to the city, a perpetual flowage easement and right and privilege to trespass with water over and upon any or all of the Easement Premises.
5. Grantor(s) herein do hereby remiss, release, acquit and forever discharge, forever, the City and any and all of its officers and employees of and from any and all claims, demand or causes of action of any kind or nature whatsoever which may arise or accrue by virtue of any flowage or trespass with water within terms of these agreements.
6. Grantor(s) do not intend that the public should have any interest in the above

IN WITNESS WHEREOF, the Grantor has set his hand effective as of the day and year set forth above.

GRANTOR:

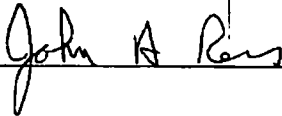
  
Hashem Abukhadra, Trustee of the Irrevocable Trust Agreement of Suad Azhari u/t/a dated March 23, 1990

STATE OF MINNESOTA)

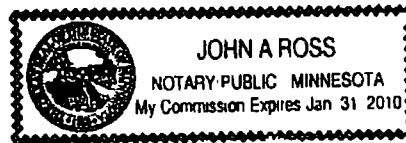
)ss.

COUNTY OF Hennepin)

The foregoing instrument was acknowledged before was acknowledged before me this 3 day of October, 2006, by Hashem Abukhadra, Trustee of the Irrevocable Trust Agreement of Suad Azhari u/t/a dated March 23 1990, Grantor.

  
\_\_\_\_\_  
John A. Ross

NOTARY PUBLIC



THIS INSTRUMENT WAS DRAFTED BY:

Marinus W. Van Putten, Jr.  
225 South Second, Suite 4000  
Minneapolis, MN 55402-4331  
(612) 339-7121

TRANSFER ENTERED  
HENNEPIN COUNTY TAXPAYER SERVICES

OCT 09 2008

HENNEPIN COUNTY MINN  
BY  DEPUTY

## EXHIBIT A

### LOT 1, Block 1, FOX ISLAND

An easement for wetland and wetland buffer purposes over that part of Lot 1, Block 1, FOX ISLAND described as follows: Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of South 0 degrees 02 minutes 55 seconds East along the west line of said Lot 1 a distance of 57.83 feet to the point of beginning of the easement being described; thence North 26 degrees 32 minutes 41 seconds East a distance of 28.05 feet, thence northeasterly, easterly and southeasterly along a tangential curve concave to the south having a radius of 35.00 feet and central angle of 135 degrees 02 minutes 01 seconds a distance of 82.49 feet; thence North 51 degrees 29 minutes 26 seconds East a distance of 37.78 feet; thence North 80 degrees 25 minutes 54 seconds East a distance of 53.54 feet; thence South 74 degrees 31 minutes East a distance of 63.15 feet; thence South 48 degrees 56 minutes 59 seconds East a distance of 45.27 feet; thence North 10 degrees 58 minutes 33 seconds West a distance of 30.99 feet; thence South 80 degrees 39 minutes 21 seconds East a distance of 51.07 feet; thence South 8 degrees 03 minutes 18 seconds East a distance of 69.34 feet; thence North 57 degrees 54 minutes 29 seconds West a distance of 44.52 feet; thence South 10 degrees 03 minutes 20 seconds East a distance of 45.92 feet; thence South 69 degrees 35 minutes 15 seconds East a distance of 34.49 feet; thence South 49 degrees 35 minutes 09 seconds East a distance of 38.64 feet; thence South 82 degrees 23 minutes 02 seconds East a distance of 46.20 feet to the northerly segment of the easterly line of said Lot 1; thence on a bearing of South along said segment a distance of 41.13 feet; thence North 89 degrees 18 minutes 05 seconds West a distance of 28.63 feet; thence North 78 degrees 31 minutes 01 seconds West a distance of 41.12 feet; thence North 80 degrees 25 minutes 31 seconds West a distance of 41.44 feet; thence North 66 degrees 14 minutes 02 seconds West a distance of 38.48 feet; thence South 80 degrees 46 minutes 40 seconds West a distance of 46.57 feet; thence South 84 degrees 47 minutes 44 seconds West a distance of 63.77 feet; thence North 59 degrees 44 minutes 48 seconds West a distance of 66.06 feet; thence South 45 degrees 15 minutes 59 seconds West a distance of 16.33 feet; thence South 12 degrees 30 minutes 29 seconds West a distance of 20.79 feet; thence South 47 degrees 27 minutes 40 seconds East a distance of 32.88 feet; thence South 64 degrees 03 minutes 31 seconds East a distance of 46.24 feet; thence South 29 degrees 49 minutes 21 seconds East a distance of 70.20 feet; thence South 43 degrees 08 minutes 48 seconds East a distance of 47.16 feet; thence South 38 degrees 49 minutes 12 seconds East a distance of 43.83 feet; thence South 40 degrees 56 minutes 31 seconds East a distance of 53.20 feet; thence South 42 degrees 04 minutes 13 seconds East a distance of 51.37 feet; thence South 49 degrees 22 minutes 52 seconds East a distance of 39.92 feet; thence South 80 degrees 58 minutes 33 seconds East a distance of 59.29 feet; thence South 78 degrees 51 minutes 55 seconds East a distance of 66.32 feet; thence South 79 degrees 54 minutes 43 seconds East a distance of 62.80 feet; thence South 67 degrees 53 minutes 17 seconds East a distance of 116.34 feet; thence South 60 degrees 27 minutes 31 seconds East a distance of 62.40 feet; thence North 88 degrees 35 minutes 45 seconds East a distance of 28.95 feet to the southeasterly line of OUTLOT B, said FOX ISLAND; thence southeasterly along said southeasterly line to the most easterly corner of said Lot 1; thence westerly along the southerly line of said Lot 1 to the southwest corner of said Lot 1; thence northerly along the westerly line of said Lot 1 to the point of beginning.

**LOT 2, BLOCK 1, FOX ISLAND**

An easement for wetland and wetland buffer purposes over Lot 2, Block 1, FOX ISLAND EXCEPT that part of said Lot 2 described as follows: Beginning at the most northerly corner of said Lot 2; thence South 18 degrees 57 minutes 31 seconds East (assuming the easterly segment of the northerly line of said Lot 2 has a bearing of South 54 degrees 17 minutes 51 seconds West) a distance of 38.08 feet; thence South 66 degrees 02 minutes 48 seconds West a distance of 81.10 feet; thence South 70 degrees 49 minutes 09 seconds West a distance of 70.44 feet; thence South 62 degrees 58 minutes 20 seconds West a distance of 66.14 feet; thence South 51 degrees 20 minutes 44 seconds East a distance of 17.00 feet; thence South 59 degrees 23 minutes 50 seconds East a distance of 65.96 feet; thence South 53 degrees 27 minutes 29 seconds East a distance of 66.37 feet; thence South 47 degrees 39 minutes 13 seconds East a distance of 76.18 feet; thence South 48 degrees 32 minutes 18 seconds East a distance of 52.85 feet; thence South 36 degrees 53 minutes 20 seconds East a distance of 65.48 feet; thence South 41 degrees 30 minutes 56 seconds East a distance of 57.82 feet; thence South 10 degrees 37 minutes 04 seconds East a distance of 88.69 feet; thence South 3 degrees 37 minutes 58 seconds West a distance of 94.99 feet; thence South 8 degrees 04 minutes 04 seconds East a distance of 49.06 feet; thence South 36 degrees 02 minutes 24 seconds East a distance of 11.53 feet; thence North 68 degrees 27 minutes 17 seconds East a distance of 46.87 feet; thence North 77 degrees 24 minutes 45 seconds East a distance of 84.76 feet; thence South 10 degrees 18 minutes 31 seconds East a distance of 42.03 feet; thence North 33 degrees 09 minutes 51 seconds East a distance of 32.78 feet; thence North 42 degrees 29 minutes 15 seconds East a distance of 49.44 feet; thence North 61 degrees 10 minutes 11 seconds East a distance of 41.62 feet; thence North 20 degrees 50 minutes 45 seconds East a distance of 57.48 feet; thence North 10 degrees 22 minutes 54 seconds West a distance of 29.83 feet; thence North 38 degrees 49 minutes 50 seconds West a distance of 63.39 feet; thence North 26 degrees 14 minutes 23 seconds West a distance of 63.51 feet; thence North 24 degrees 15 minutes 43 seconds West to the easterly segment of the northerly line of said Lot 2; thence westerly, northwesterly and northeasterly along the northerly lines of said Lot 2 to the southwesterly line of OUTLOT B, said FOX ISLAND; thence westerly along said southwesterly line to the point of beginning.

**LOT 5, Block 1, and OUTLOT A, FOX ISLAND**

An easement for wetland and wetland buffer purposes over that part of Lot 5, Block 1, and OUTLOT A, FOX ISLAND described as follows: Commencing at the northwest corner of said Lot 5; thence on an assumed bearing of South along the west line of said Lot 5 a distance of 150.87 feet to the point of beginning of the easement being described; thence North 86 degrees 20 minutes 42 seconds East a distance of 29.24 feet; thence South 86 degrees 07 minutes 49 seconds East a distance of 61.95 feet; thence South 86 degrees 05 minutes 35 seconds East a distance of 47.09 feet; thence North 86 degrees 27 minutes 00 seconds East a distance of 60.08 feet; thence North 85 degrees 33 minutes 40 seconds East a distance of 21.64 feet; thence on a bearing of South a distance of 15.05 feet; thence North 85 degrees 33 minutes 40 seconds East a distance of 23.97 feet; thence North 86 degrees 47 minutes 22 seconds East a distance of 55.22 feet; thence South 67 degrees 17 minutes 14 seconds East a distance of 85.67 feet; thence South 64 degrees 51 minutes 36 seconds West a distance of 70.33 feet; thence South 78 degrees 56 minutes 42 seconds West a distance of 47.41 feet; thence North 85 degrees 32 minutes 59 seconds West a distance of 59.56 feet; thence North 85 degrees 28 minutes 00 seconds West a distance of 55.72 feet; thence North 82 degrees 38 minutes 52 seconds West a distance of 62.17 feet; thence North 88 degrees 45 minutes 33 seconds West a distance of 51.06 feet; thence North 82 degrees 59 minutes 47 seconds West a distance of 40.04 feet to the westerly line of said OUTLOT A; thence northerly along the westerly lines of said OUTLOT A and Lot 5 to the point of beginning.

**Lot 4, Block 1, FOX ISLAND**

**An easement for wetland and wetland buffer purposes over that part of Lot 4, Block 1, FOX ISLAND which lies southeasterly of the following described line: Commencing at the southeasterly corner of said Lot 4; thence on an assumed bearing of North 84 degrees 00 minutes 00 seconds West along the southerly line of said Lot 4 a distance of 99.16 feet to the point of beginning of the line being described; thence North 35 degrees 36 minutes 25 seconds East a distance of 11.51 feet; thence North 48 degrees 40 minutes 22 seconds East a distance of 65.09 feet; thence North 86 degrees 25 minutes 18 seconds East a distance of 7.91 feet to the northeasterly line of said Lot 4, and said line there ending.**



**LOT 3, Block 1, FOX ISLAND**

An easement for wetland and wetland buffer purposes over that part of Lot 3, Block 1, FOX ISLAND which lies easterly of the following described line; Commencing at the southeasterly corner of said Lot 3; thence on an assumed bearing of West along the south line of said Lot 3 a distance of 393.18 feet to the point of beginning of the line being described; thence North 24 degrees 15 minutes 43 seconds West a distance of 42.55 feet; thence North 4 degrees 35 minutes 48 seconds West a distance of 65.80 feet; thence North 13 degrees 09 minutes 55 seconds West a distance of 47.96 feet; thence North 19 degrees 50 minutes 34 seconds West a distance of 48.55 feet; thence North 24 degrees 42 minutes 13 seconds West a distance of 64.39 feet; thence North 36 degrees 40 minutes 16 seconds West a distance of 63.65 feet; thence South 88 degrees 13 minutes 16 seconds West a distance of 80.87 feet; thence North 35 degrees 36 minutes 25 seconds East a distance of 105.09 feet to the northerly line of said Lot 3, and said line there ending.

**EXHIBIT A  
LEGAL DESCRIPTION**

**Lots 1 through 6, Block 1, Fox Island.**

**017583-250001**

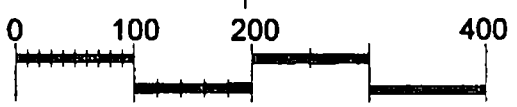
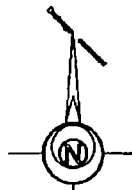
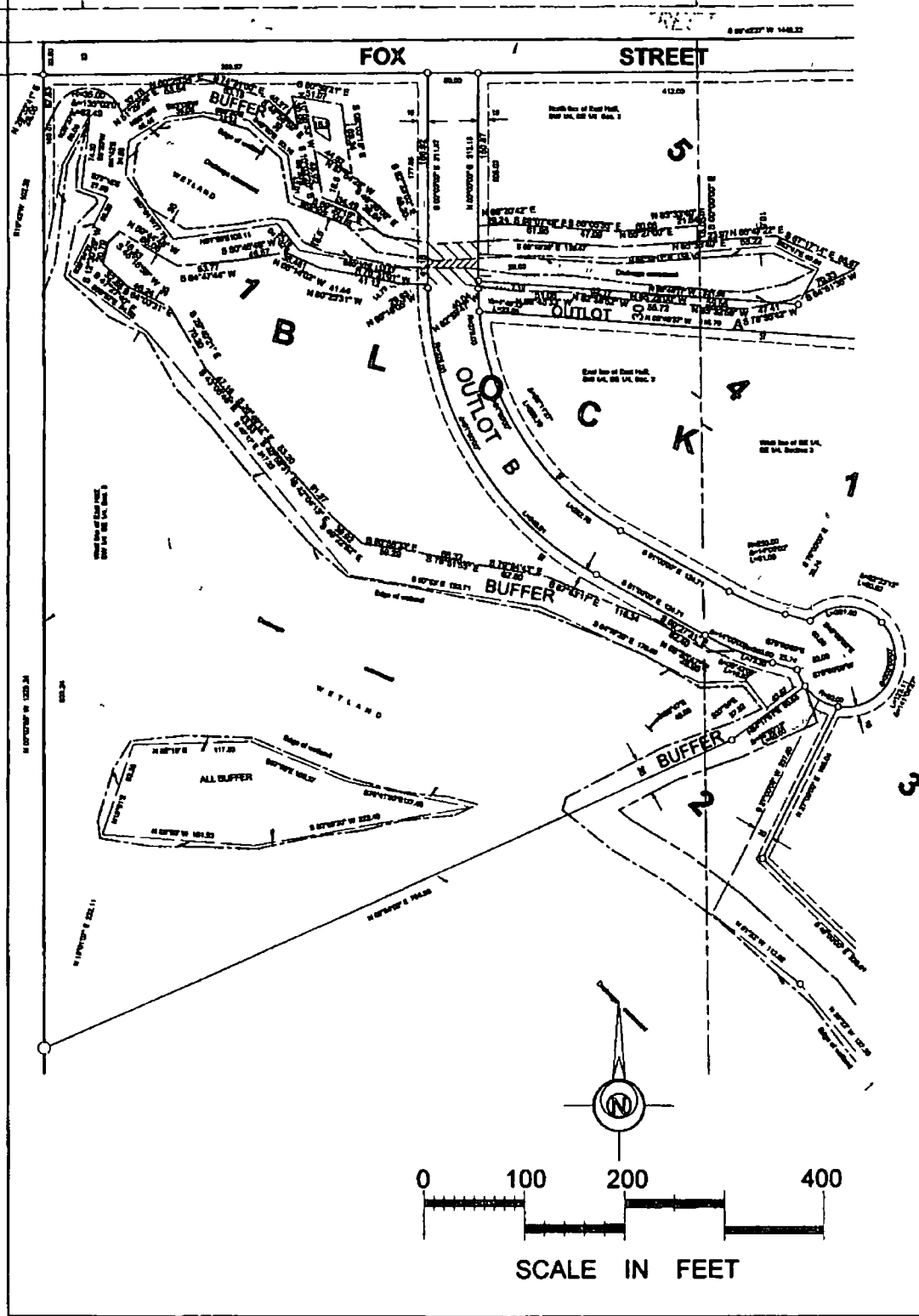
**Lot 6, Block 1, FOX ISLAND**

**An easement for wetland and wetland buffer purposes over that part of Lot 6, Block 1, FOX ISLAND which lies northeasterly of the following described line; Commencing at the northeast corner of said Lot 6; thence on an assumed bearing of South 0 degrees 27 minutes 35 seconds East along the east line of said Lot 6 a distance of 225.31 feet to the point of beginning of the line being described; thence North 52 degrees 09 minutes 09 seconds West a distance of 61.33 feet; thence North 22 degrees 02 minutes 18 seconds West a distance of 26.42 feet; thence North 71 degrees 56 minutes 10 seconds West a distance of 19.85 feet; thence North 83 degrees 09 minutes 59 seconds West a distance of 56.69 feet; thence North 70 degrees 14 minutes 18 seconds West a distance of 54.55 feet; thence North 54 degrees 27 minutes 03 seconds West a distance of 55.13 feet; thence North 38 degrees 02 minutes 53 seconds West a distance of 34.34 feet; thence North 29 degrees 07 minutes 40 seconds West a distance of 52.51 feet; thence North 42 degrees 43 minutes 22 seconds East a distance of 34.84 feet to the northerly line of said Lot 6, and said line there ending.**

**ALSO**

**An easement for wetland and wetland buffer purposes over that part of Lot 6, Block 1, FOX ISLAND which lies southerly of the following described line; Commencing at the southeast corner of said Lot 6; thence on an assumed bearing of North 0 degrees 27 minutes 35 seconds West along the east line of said Lot 6 a distance of 219.24 feet to the point of beginning of the line being described; thence North 38 degrees 13 minutes 53 seconds West a distance of 35.44 feet; thence North 52 degrees 32 minutes 35 seconds West a distance of 62.62 feet; thence North 87 degrees 45 minutes 59 seconds West a distance of 76.55 feet; thence South 56 degrees 26 minutes 23 seconds West a distance of 92.60 feet; thence South 20 degrees 45 minutes 12 seconds West a distance of 32.19 feet; thence South 86 degrees 54 minutes 11 seconds West a distance of 46.86 feet; thence South 53 degrees 07 minutes 02 seconds West a distance of 75.22 feet; thence South 48 degrees 49 minutes 40 seconds West a distance of 43.66 feet; thence South 63 degrees 38 minutes 19 seconds West a distance of 37.06 feet; thence South 86 degrees 25 minutes 18 seconds West a distance of 46.94 feet to the southerly segment of the westerly line of said Lot 6, and said line there ending.**

# FOX ISLAND EXHIBIT B LOT 1



SCALE IN FEET



**GRONBERG & ASSOCIATES, INC.**  
CONSULTING ENGINEERS LAND SURVEYORS  
SITE PLANNERS  
445 N WILLOW DRIVE  
LONG LAKE, MN 55356  
952-473-4141

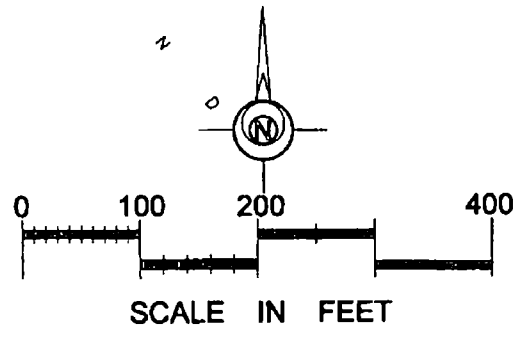
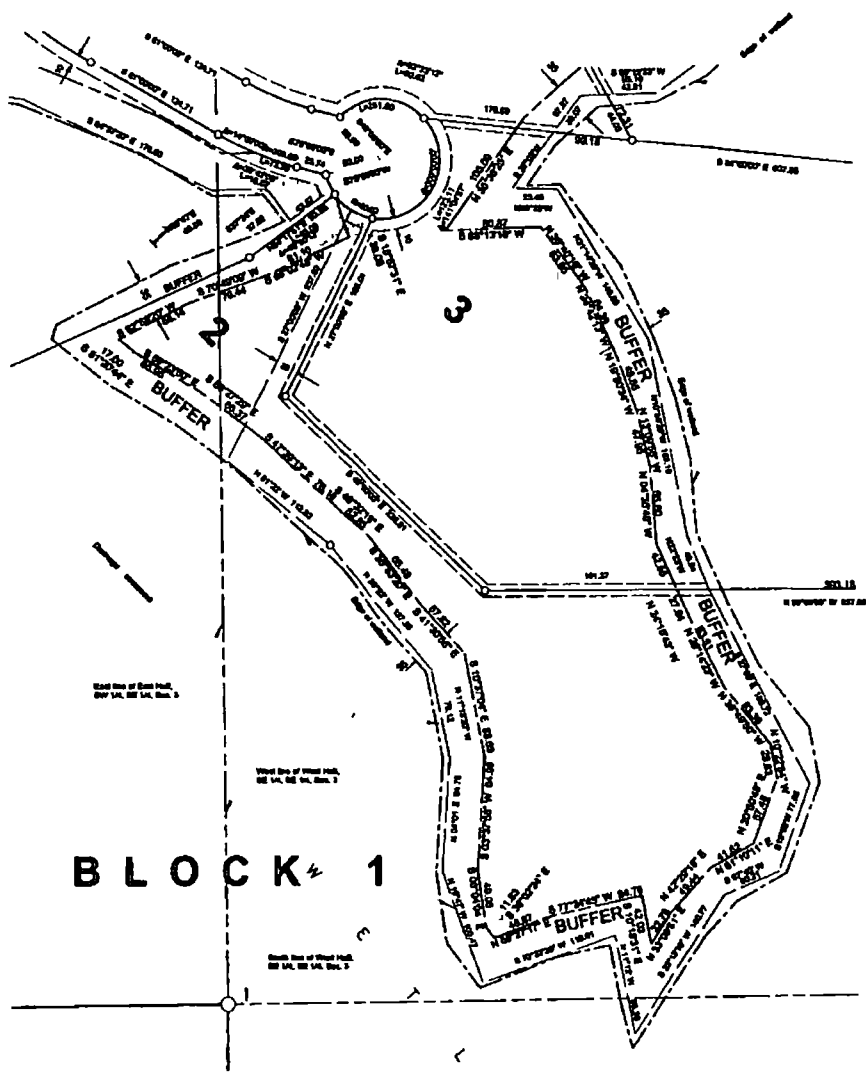
I hereby certify that this survey was prepared by me or under my direct supervision, and that I am a duly registered Civil Engineer and Land Surveyor under the laws of the State of Minnesota.

*Mark S. Gronberg*  
Mark S. Gronberg, Minnesota License Number 12755

SCALE 1"=100'
DATE 10-7-08
JOB NO 05-360

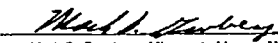
# FOX ISLAND

## EXHIBIT B LOTS 2 & 3




**GRONBERG & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS, LAND SURVEYORS.  
 SITE PLANNERS  
 445 N WILLOW DRIVE  
 LONG LAKE, MN 55358  
 952-473-4141

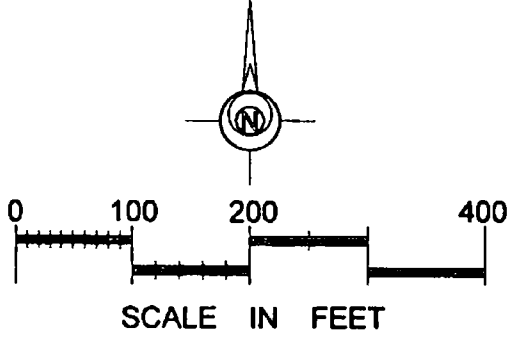
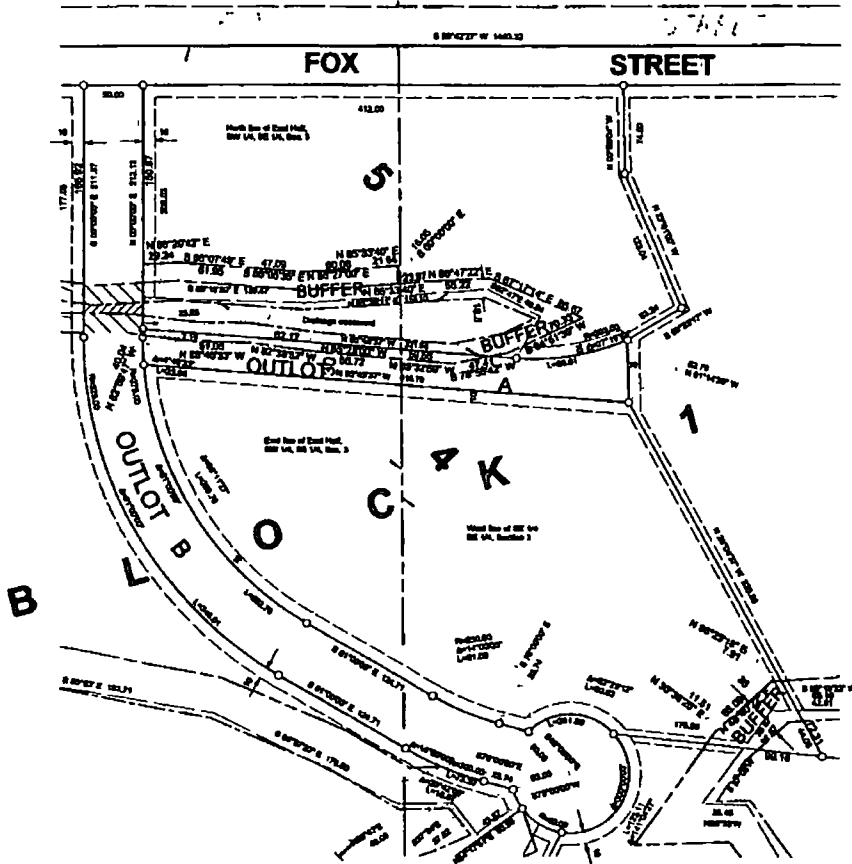
I hereby certify that this survey was prepared by me or under my direct supervision, and that I am a duly registered Civil Engineer and Land Surveyor under the laws of the State of Minnesota.

  
 Mark S. Gronberg Minnesota License Number 12755

SCALE 1"=100'
DATE 10-7-08
JOB NO 05-360

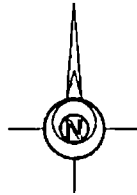
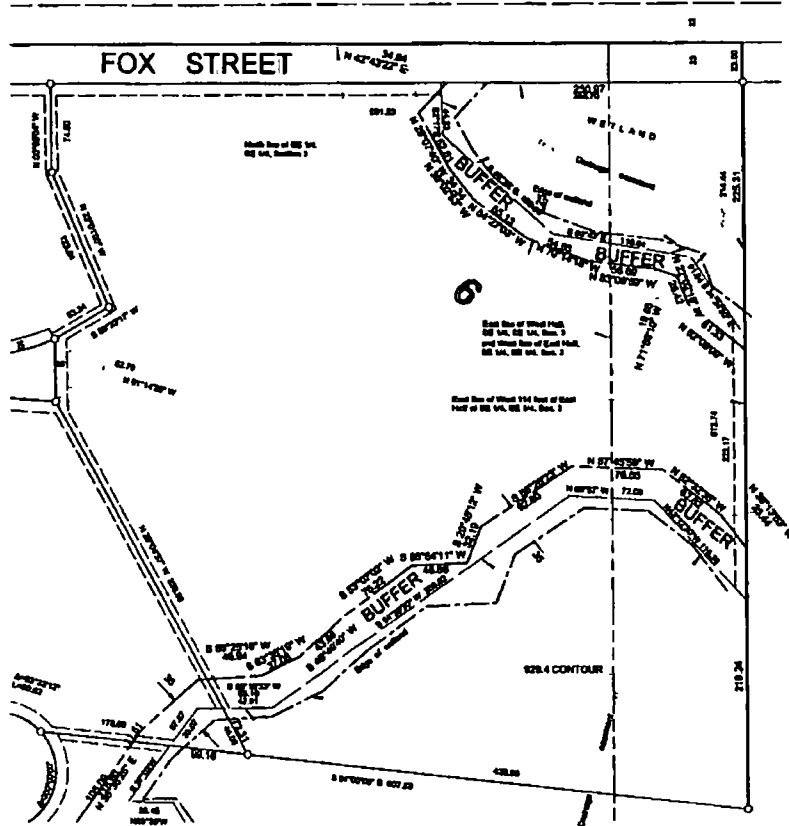
# FOX ISLAND

## EXHIBIT B LOTS 4 AND 5, OUTLOT A



	<p><b>GRONBERG &amp; ASSOCIATES, INC.</b> CONSULTING ENGINEERS, LAND SURVEYORS.</p> <p>SITE PLANNERS 445 N WILLOW DRIVE LONG LAKE, MN 55356 652-473-4141</p>	<p>I hereby certify that this survey was prepared by me or under my direct supervision, and that I am a duly registered Civil Engineer and Land Surveyor under the laws of the State of Minnesota.</p> <p style="text-align: center;"><i>Mark S. Gronberg</i> Mark S. Gronberg Minnesota License Number 12755</p>	<p>SCALE 1"=100'</p>
			<p>DATE 10-7-08</p>
			<p>JOB NO 05-360</p>

# FOX ISLAND EXHIBIT B LOT 6



SCALE IN FEET



**GRONBERG & ASSOCIATES, INC.**  
CONSULTING ENGINEERS, LAND SURVEYORS,  
SITE PLANNERS  
445 N. WILLOW DRIVE  
LONG LAKE, MN 55356  
952-475-4141

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

*Mark S. Gronberg*  
Mark S. Gronberg Minnesota License Number 12755

SCALE  
1"=100'

DATE  
10-7-08

JOB NO  
05-360

## DECLARATION

**THIS DECLARATION** ("Declaration") is made this 20 day of August, 2008, by Hashem Abukhadra, Trustee of the Irrevocable Trust Agreement of Suad Azhari u/t/a dated March 23, 1990, ("Declarant")

## RECITALS

**WHEREAS**, Declarant is the owner of real property within the City of Orono, Hennepin County, Minnesota, platted and legally described as:

Fox Island

(the "Property") and no one other than Declarant, [name additional parties executing declaration of Consent and Subordination], has any right, title or interest in the Property; and

**WHEREAS**, the Property constitutes the entirety of the land to which Minnehaha Creek Watershed District Permit #05-496 applies; and

**WHEREAS**, Declarant desires to subject the Property to certain conditions and restrictions imposed by the Minnehaha Creek Watershed District as a condition to issuance of their Permit #05-496 for the mutual benefit of the owners of the Property.

**NOW, THEREFORE**, Declarant makes this Declaration and hereby declares that this Declaration shall constitute covenants to run with the Property in perpetuity, and further declares that the Property shall be owned, used, occupied, and conveyed subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration, all of which shall be binding on all persons owning or acquiring any right, title or interest in the Property, and their heirs, successors, personal representatives, and assigns.



1. **Wetland Buffer.** The wetland buffer, measuring 16.5 to 35 feet in width at all points surrounding the wetlands as delineated on the site plan for the Property attached hereto and incorporated herein as Attachment A, shall be maintained by Declarant in perpetuity free from mowing or other vegetative disturbance, fertilizer application, yard or other waste disposal, the placement of structures or any other alteration that impedes the function of the buffer in protecting the quality of water in the wetland or buffering flows into the wetland.

2. **Street Sweeping.** All streets and public ways within the Property shall be swept at least twice each year, in the spring following snowmelt and in the fall after leaf fall.

3. **Stormwater Facility Maintenance.** The terms of Attachment B, incorporated herein, shall apply to the stormwater management facilities indicated on the site plan for the Property attached hereto and incorporated herein as on Attachment A, identified as follows:

**Stormwater Pond Maintenance**

4. **Swales and Pervious Areas.**

5. The recitals set forth above are expressly incorporated herein.

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

**DECLARANT:**


By:   
[name and representative capacity, if applicable]

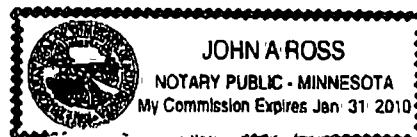
STATE OF MINNESOTA )

)ss.

COUNTY OF HENNEPIN)

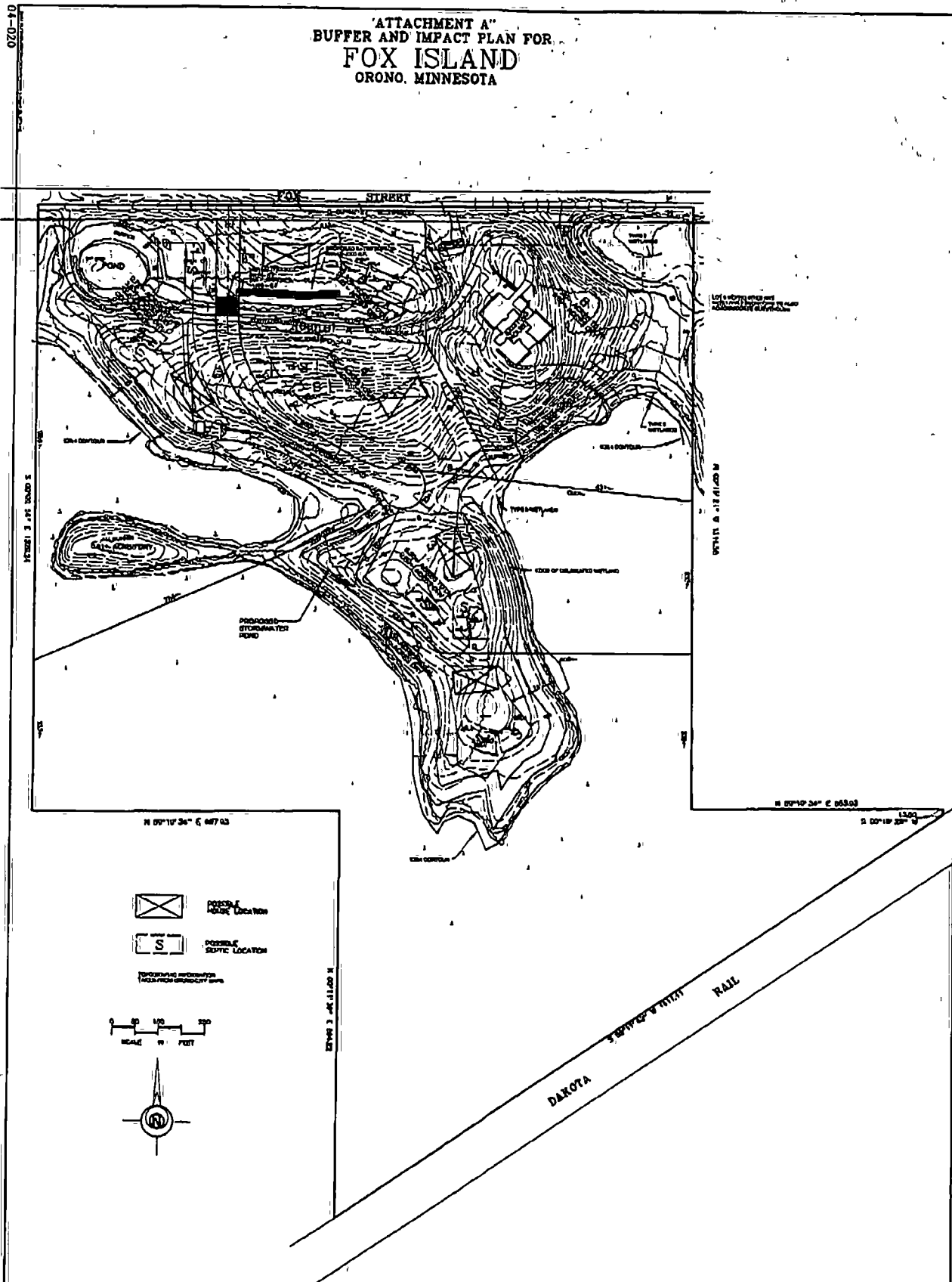
The foregoing instrument was acknowledged before me this 21 day of August 2008 by BARCEL MORA

  
Notary Public



This Instrument Was Drafted By: Gronberg & Associates, Inc.  
445 N Willow Drive  
Long Lake, MN 565356

# 'ATTACHMENT A' BUFFER AND IMPACT PLAN FOR FOX ISLAND ORONO, MINNESOTA



REVISIONS		DATE	BY	DESCRIPTION

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF GRONBERG & ASSOCIATES, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GRONBERG & ASSOCIATES, INC.

**GRONBERG & ASSOCIATES, INC.**  
 CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS  
 445 N. WILLOW DRIVE, LONG LAKE, MN 55388  
 PHONE: 952-473-4161 FAX: 952-473-6430

**ATTACHMENT B****STORMWATER FACILITY MAINTENANCE**

These terms apply to the stormwater facilities constructed pursuant to Minnehaha Creek Watershed District permit application number 05-496.

**WHEREAS**, application has been made for a permit from the MCWD pursuant to MCWD Rule N, Stormwater Management; and

**WHEREAS**, the property that is the subject of the permit is legally described in the Declaration into which this Attachment is incorporated, and the facilities on the property to which these maintenance requirements apply are as follows:

**NURP Pond**

**WHEREAS**, MCWD Rule N provides that a maintenance agreement shall be submitted for stormwater treatment ponds, outlet structures for such ponds, culverts, outfall structures and all other stormwater facilities, and that the maintenance agreement shall specify methods, schedule and responsible parties for maintenance and must include at a minimum, the elements contained in the District's Maintenance Agreement Form.

**NOW, THEREFORE:**

1. The property owner shall inspect the stormwater retention and treatment basin(s) at a minimum of once a year to determine if the basin's retention and treatment characteristics are adequate. A storage treatment basin will be considered inadequate if sediment has decreased the wet storage volume by ½ of its original design volume. Based on this inspection, if the stormwater basin(s) is identified for sediment cleanout, the property owner shall restore the basin(s) to its original design contours within one year of the inspection date.
2. The property owner shall inspect the grit chambers, sump catch basins, sump manholes, outlet structures, culverts, outfall structures or other stormwater facilities for the project in the spring and fall of each year. The property owner shall remove all sediment and debris during the inspections such that the stormwater facilities operate as designed and permitted.
3. The Declarant will submit to the MCWD annually a brief written report that describes the maintenance activities performed under this declaration, including dates, locations of inspections and the maintenance activities performed.

4. Violation of the inspection and/or maintenance provisions of this Agreement is a violation of the MCWD permit for the project for which the MCWD may take action against the property owner.

[maintain 3" top margin]

**DECLARATION**

THIS DECLARATION ("Declaration") is made this 20 day of AUG, 2008, by HASHEM AS. UKHAD ("Declarant").  
TRUSTEE

**RECITALS**

WHEREAS, Declarant is the owner of real property within the City of ORONO, HENNEPIN County, Minnesota, platted and legally described as:

[[Insert legal land description]  
FOX ISLAND

(the "Property") and no one other than Declarant, [name additional parties executing declaration of Consent and Subordination], has any right, title or interest in the Property; and

WHEREAS, the Property constitutes the entirety of the land to which Minnehaha Creek Watershed District Permit # 05-496 applies; and

WHEREAS, Declarant desires to subject the Property to certain conditions and restrictions imposed by the Minnehaha Creek Watershed District as a condition to issuance of their Permit # 05-496 for the mutual benefit of the owners of the Property.

NOW, THEREFORE, Declarant makes this Declaration and hereby declares that this Declaration shall constitute covenants to run with the Property in perpetuity, and further declares that the Property shall be owned, used, occupied, and conveyed subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration, all of which shall be binding on all persons

owning or acquiring any right, title or interest in the Property, and their heirs, successors, personal representatives, and assigns.

1. **Wetland Buffer.** The wetland buffer, measuring    feet in width at all points surrounding the wetlands as delineated on the site plan for the Property attached hereto and incorporated herein as Attachment A, shall be maintained by Declarant in perpetuity free from mowing or other vegetative disturbance, fertilizer application, yard or other waste disposal, the placement of structures or any other alteration that impedes the function of the buffer in protecting the quality of water in the wetland or buffering flows into the wetland.

2. **Street Sweeping.** All streets and public ways within the Property shall be swept at least twice each year, in the spring following snowmelt and in the fall after leaf fall.

3. **Stormwater Facility Maintenance.** The terms of Attachment B, incorporated herein, shall apply to the stormwater management facilities indicated on the site plan for the Property attached hereto and incorporated herein as on Attachment A, identified as follows:

[list stormwater management facilities]

4. **Swales and Pervious Areas.**

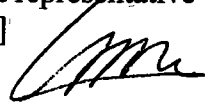
5. The recitals set forth above are expressly incorporated herein.

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

DECLARANT:

HASHEM ABUKHADRA TYUSIEF

By: \_\_\_\_\_  
[Name and representative capacity, if applicable]



STATE OF MINNESOTA )

)ss.

COUNTY OF HENNEPIN )