

**TODD TOWNSHIP
APPLICATION FOR INTERIM USE PERMIT**

Application Escrow: \$ 750.00* File No. _____ Receipt No. _____

***NOTE: The initial application escrow amount of \$750 is intended to cover normal costs incurred by the Township in the review of your application. Should the actual costs exceed \$750, you will be billed for the additional amount.**

Property Owner:	Phone:
<u>Headwaters Country Club</u>	
Property Owner Email:	
<u>HCC@un.telc.com</u>	
Address of Property:	
<u>20018 County Rd 1 Park Ropds MN 56470</u>	
Mailing Address:	
<u>P.O. Box 9 Park Ropds MN 56470</u>	
Applicant (if different from above):	Phone:
	<u>218-732-4832</u>
Applicant Email:	
<u>HCC@un.telc.com</u>	
Applicant Mailing Address:	
Parcel ID Number:	Township: 140 Section:
<u>271200100</u>	<u>12 038</u>
Legal Description: (can attach copy of deed)	

Primary Zoning District: _____

Please describe your request:

Headwaters Patio area for outdoor music.
10 year Permit

Please describe how your application will meet the following:

- A. The maintenance of safe and healthful conditions as well as the general health, safety and welfare of the residents;

We have a variance to have music outdoor up until
11:00 pm.

B. The prevention and control of water pollution including sedimentation;

N/A

C. The impact on existing topographic and drainage features and vegetative cover on the site;

N/A

D. The location of the site with respect to existing or future access roads;

N/A

E. The compatibility with uses on adjacent land;

N/A

F. The compatibility with a desirable pattern of development in the area and in the township;

N/A

G. The adequacy of the proposed wastewater treatment system for the new use;

N/A

H. The compliance with the Todd Township Community Comprehensive Plan and other Todd Township Ordinances, as amended or any other ordinance, rule or statute;

I. The proposed use can be accommodated with existing public services and will not overburden the town's service capacity;

J. The traffic generated by the proposed use is within the capabilities of the roads serving the property;

YES

K. The effect of the proposed use on groundwater, surface water and air quality;

N/A

L. Whether such use will tend to or actually depreciate the value of other properties in the area in which it is proposed.

NO

Note: In order to fully evaluate the proposed use, please supply a site plan map that shows all applicable distances, setbacks, buildings, roads, etc. that are within the farmyard.

Property Owner's Signature: Todd [Signature] Date: 3/4/24

Applicant's Signature Date: Todd [Signature] Date: 3/4/24

WHAT HAPPENS NEXT? Staff will review your application and determine if the application is complete. If the application is complete, the application will be scheduled for a Public Hearing with the Township Planning Commission who will recommend action to the Todd Township Board of Supervisors. It typically takes 6-8 weeks from the time a complete application is submitted until the Town Board issues final approval or denial of the IUP.

Interim Use. A temporary use of property until a specified date, until the occurrence of a particular event, or until zoning regulations no longer allow it.

Interim Use Permit. A permit issued in accordance with procedures specified in the Ordinance, as a flexible device to enable the township to assign time limits and conditions to a proposed use after consideration of current or future adjacent uses.

SITE PLAN

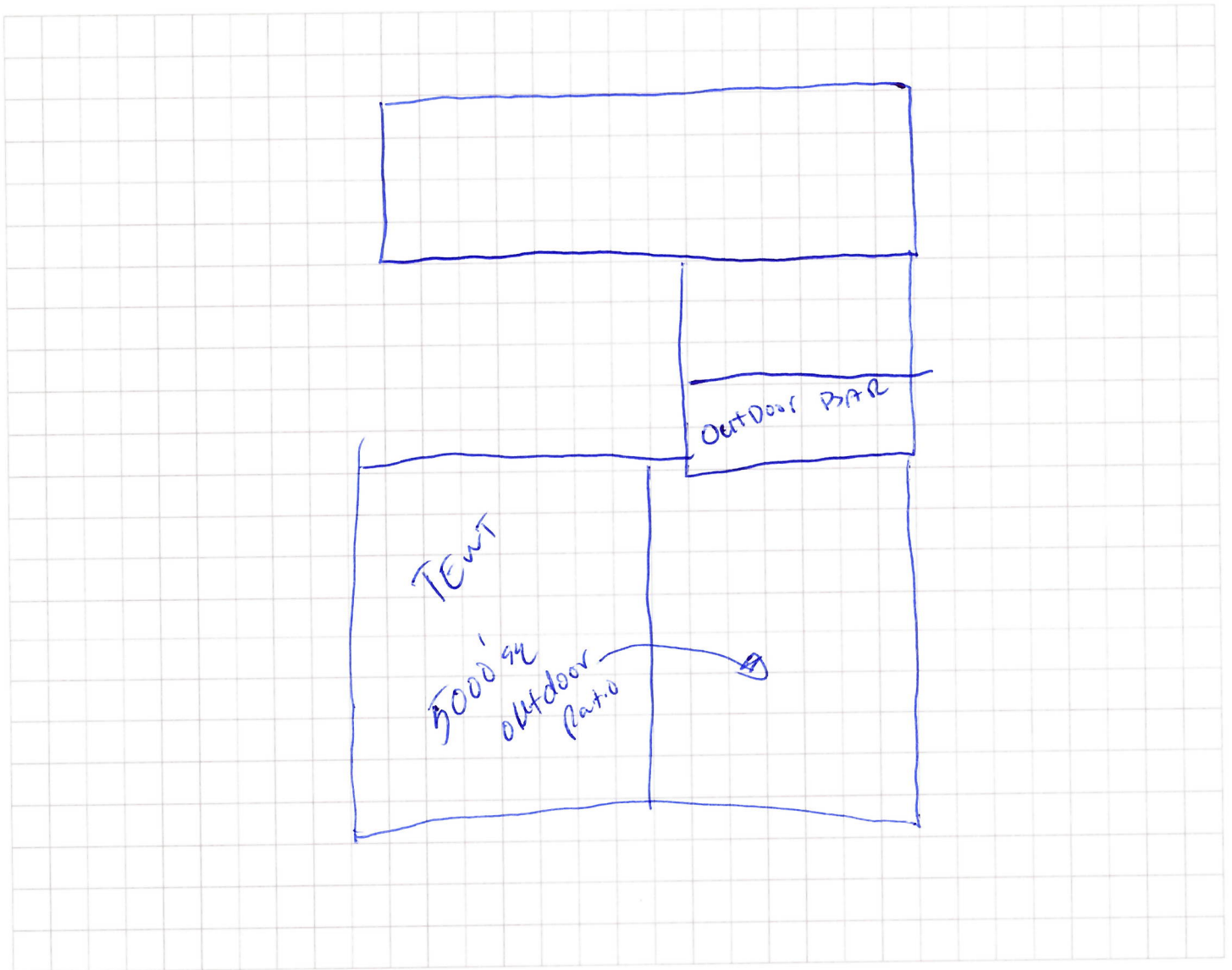
(NOTE: Your site plan could instead be provided via a current survey of your property, a sketch over top of an aerial photo of the subject property or on a separate paper.)

Parcel #: 271200100

Indicate in the space below the following:

1. Dimensions of existing and proposed structures.
2. **Setbacks** from: front yard, rear yard, side yard, encroachments, roads and existing or proposed approaches, road right-of-way, parking areas and driving surfaces, easements, well(s), wastewater treatment system(s) and any other structures should be shown.

NORTH



**TODD TOWNSHIP
HUBBARD COUNTY
STATE OF MINNESOTA**

RIGHT TO ENTER

I / We Todd Usher hereby swear that all of the information included in this application with attached materials is true and correct.

We further give the Township and its designated representatives the right to enter said property at reasonable times during the application process and thereafter to make any necessary inspections or to subsequently check for compliance with permit conditions or other applicable Township Ordinances.

Todd Usher
Applicant Signature

3/4/24
Date

Applicant Signature

Date

TODD TOWNSHIP

AGREEMENT TO PAY COSTS RELATED TO PROCESSING OF APPLICATION

WHEREAS, Headwaters Country Club ("Applicant") Todd Usher (Agent for Applicant), located at 20018 County Rd 1 Park Rapids, MN _____ (PID No. 271200 100 in Section 12, Twp 140, Range 35) has applied to Todd Township ("Township") for a _____; and

WHEREAS, the Town Board desires that the Petitioner pay the costs incurred by the Township in process the Application including, but not limited to, administrative costs, recording costs, Attorney review and Engineer costs, any special meeting costs, and any other professional costs deemed necessary the Town Board for processing the Application, and;

WHEREAS, the Township is willing to process Applicant's Headwaters Country Club ("Application") provided that said Applicant pays all costs incurred by the Township in processing said Application; and

NOW, THEREFORE, the Township and Applicant agree as follows:

The Township shall process the Application consistent with Minn. Stat. Chapter 462.

Applicant shall escrow with the Township cash or a letter of credit (collectively, "Surety") in the amount of **\$750.00** for use in reimbursing the Township's expenditures in processing the Application and enforcing this Agreement. The Township may draw upon said Surety to reimburse itself for any such expenditure.

The Applicant shall maintain the Surety in the minimum amount of **\$ 750.00** at all times until the Application has been fully processed and shall replenish the Surety as necessary to maintain said minimum amount. In the event that the Surety falls below said minimum, and Applicant fails to replenish the Surety within 10 days after notification by the Township, the Township may take any legal or equitable action it deems necessary against Applicant.

It is understood and agreed that the Applicant will reimburse the Township for all reasonable administrative, legal, planning, engineering and other professional costs incurred in the creation, administration, enforcement or execution of said Application or this Agreement. Applicant agrees to pay all such reasonable costs within 30 days of billing by the Township. Bills not paid within 30 days of billing by the Township shall accrue interest at the rate of 6% per year. Further, if Applicant fails to pay said amounts within the time permitted by this Agreement, then the Township may specially assess such costs against Applicant's property within the Township. Applicant knowingly and voluntarily waives any and all rights to appeal the assessments under applicable statutes, the Constitution, and case law.

Applicant understands that this Agreement shall in no way obligate the Township to approve the Application.

If any provision contained in this Agreement is held invalid, the validity of the remainder of the Agreement shall not be affected thereby.

This Agreement represents the full and complete understanding of the Parties and both Parties represent that neither Party is relying on any prior Agreements or understandings, whether oral or written. This Agreement shall only be modified, if at all, with the signed written consent of both Parties.

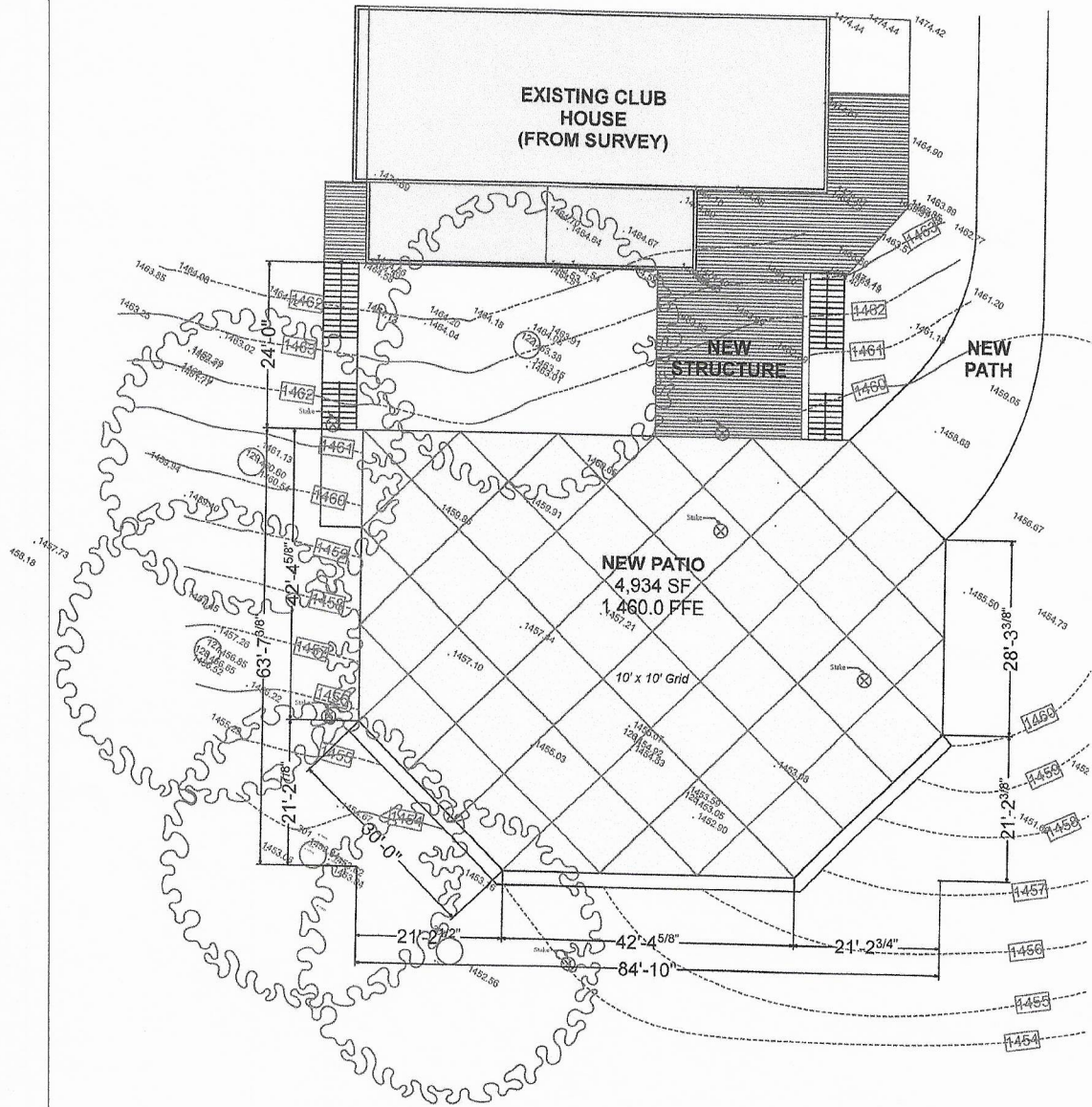
OWNER(S)/AGENT

Name: Todd Usher

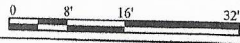
Date: 3/4/24

Name: _____

Date: _____



1 SITE PLAN
1/16" = 1'-0"



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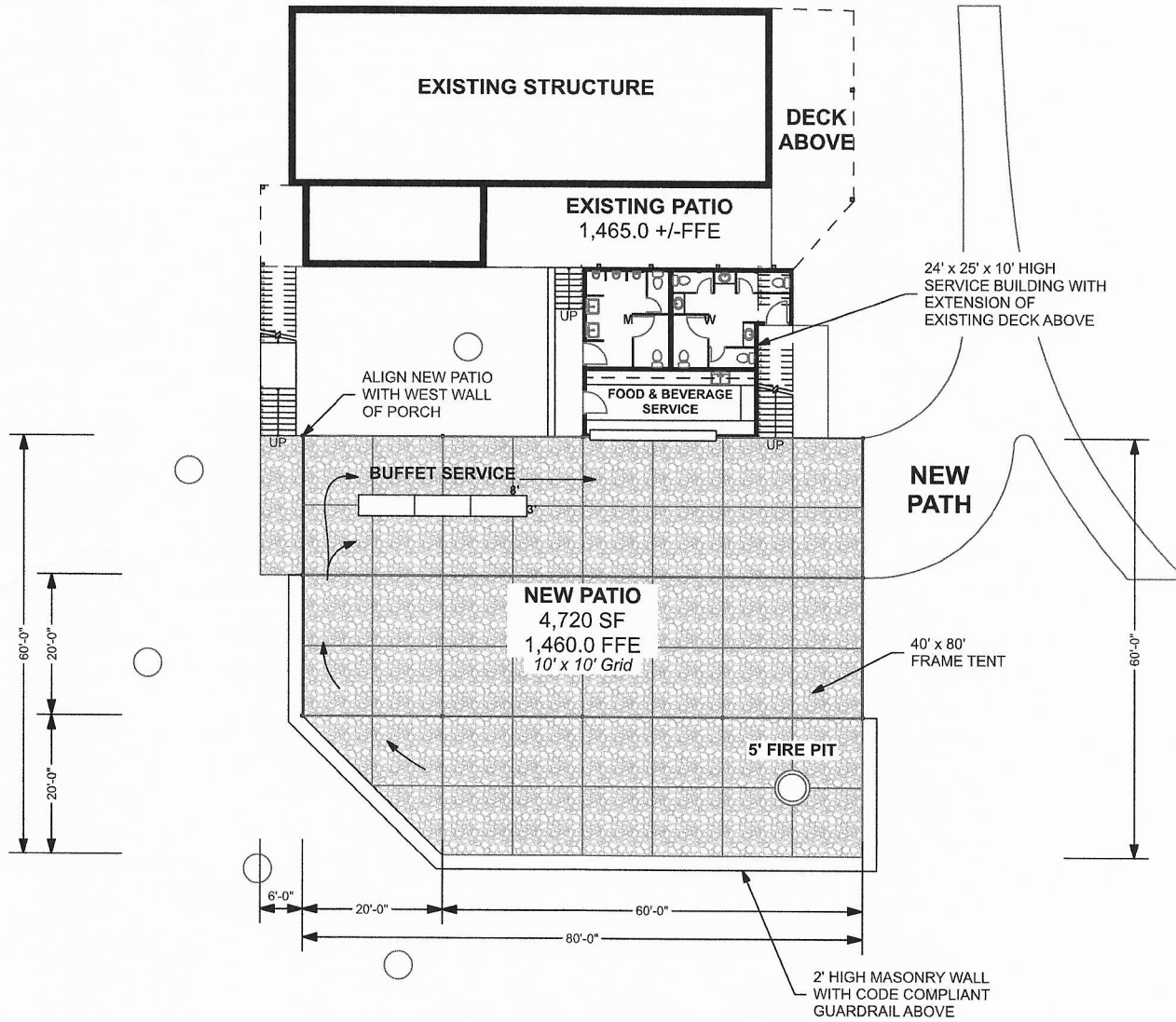
PROJECT		
Headwaters Country Club		
Park Rapids, MN		
Drawing Date	Revision Date	Sheet #
10/26/20		

© 2020

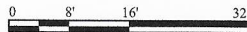
LANDSCHULTE
Architects • Planners • Engineers • Real Estate

202 Water Street #202
Excelsior, MN 55331
(652) 470-7416

ORIGINAL SUBMITTED PLAN FROM 2021



1 **PATIO PLAN**
1/16" = 1'-0"



All ideas, designs, plans and specifications are the property of The Landschute Group, Inc. This copyrighted plan is an instrument of service to be used only by Landschute as it constructs the project for its client. Any other use is unauthorized and strictly prohibited (without Landschute's express written permission) and subject to copyright protection under Section 102 of the Copyright Act, 17 U.S.C., as amended December 1, 1990, known as the Architectural Works Copyright Protection Act of 1990. Protection includes but is not limited to overall form as well as the arrangement of spaces and details of the design. Under such protection, unauthorized use of these plans, or works resulting from these plans, can result in the termination and loss of such construction as well as fines up to \$100,000 per offense.

P R O J E C T		
Headwaters Country Club		
Park Rapids, MN		
Drawing Date	Revision Date	Sheet #
12/3/20		

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LANDSCHUTE
Architects • Builders • Designers • Real Estate

202 Water Street #202
Excelsior, MN 55331
(952) 470-7416



DISCLAIMER: Information available on or accessed from Hubbard County's GIS maps is provided for informational and reference purposes only and has not been prepared for and may not be suitable for legal, engineering, or surveying purposes. Hubbard County makes no guarantee as to the accuracy, currency, suitability, performance, merchantability, reliability, or fitness of this data and information for any particular purpose. Hubbard County shall not be liable for any incidental or consequential damages, losses, or third party claims that might arise from the use of maps or the information they contain, even if Hubbard County has been advised of the possibility of such potential loss or damage. This data may not be used in jurisdictions that do not allow the exclusion or limitation of incidental or consequential damages.

Parcel Viewer



2023 Air Photo - After Patio
Constructed

27.12.00100

27.12.00100



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Parcel Viewer

Hubbard County - 301 Court Ave, Park Rapids, MN 56470

Created 3/11/2024 at 09:32 AM



2020 Air Photo - Before
Patio Constructed

27.12.00100

27.12.00100



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Parcel Viewer



A000415782
HUBBARD COUNTY, MINNESOTA
CERTIFIED, FILED, AND/OR
RECORDED ON
3/30/2021 12:19:05 PM
NICOLE K. LUETH
HUBBARD COUNTY RECORDER
 BY RLB Dep PAGES: 8
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 TAX EXEMPT

TODD TOWNSHIP
COUNTY OF HUBBARD
STATE OF MINNESOTA

CERTIFICATION OF RESOLUTION

I, the Clerk for the Town of Todd, Hubbard County, Minnesota, hereby certify that the attached **RESOLUTION ACCEPTING FINAL FINDINGS OF FACT AND APPROVING INTERIM USE PERMIT** is a true and correct copy of said Resolution No. 2021 – 8.MARCH.0001 adopted by the Todd Township Board of Supervisors on March 8, 2021.

WITNESS my hand as Clerk for the Town of Todd, Hubbard County, Minnesota this 8th day of March 2021.

Patricia M. Cadreau
 Patricia M. Cadreau, Clerk
 A.

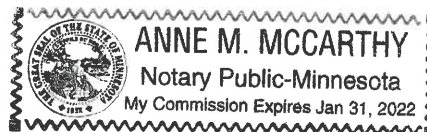
STATE OF MINNESOTA)
) s.s.
 COUNTY OF HUBBARD)

Subscribed and sworn to before me this 8th day of March 2021 by Patricia ^{A.}M. Cadreau.

[Signature]

 Notary Public

DRAFTED BY:
 Couri & Ruppe, P.L.L.P.
 705 Central Avenue East
 P.O. Box 369
 St. Michael, MN 55376
 (763) 497-1930



**TODD TOWNSHIP
804 CROCUS HILL STREET E
PARK RAPIDS, MN 56470**

RESOLUTION NO. 2021 – 8.MARCH.0001

**RESOLUTION ACCEPTING
FINAL FINDINGS OF FACT AND APPROVING INTERIM USE PERMIT**

WHEREAS, HEADWATERS COUNTRY CLUB, herein called “Landowner” has property located at 20018 County Road 1, Park Rapids, MN 56470, PID No. 27.12.00100, the “Property”, as legally described on attached Exhibit A.

WHEREAS, Landowner has applied for an Interim Use Permit (“IUP”) in the Rural Residential land use district per Sections 3.15 and 5.04.04 E as stated in the Todd Township Land Use Zoning Ordinance to allow for the use of the property as a Rural Tourism and Event Center to accommodate weddings, corporate events or other similar gatherings and events; and

WHEREAS, the Todd Township Planning Commission conducted a Public Hearing on the IUP request on the 23rd day of February 2021 at 7:00 p.m.; and

WHEREAS, public notice was published, posted and mailed per Minnesota Statutes and Township Ordinance requirements for the February 23, 2021 public hearing, and all parties were given an opportunity to give public comment either in writing or verbally; and

WHEREAS, copies of the following documents are on file at the Town Hall Planning & Zoning Office (Interim Use Permit request and submissions):

1. Signed Right to Enter form
2. Interim Use Permit Application with forms and fees
3. Signed Agreement to Pay Costs Related to Processing of Application
4. Signed Owner/Agent Authorization form

WHEREAS, the Todd Township Planning Commission, at the February 23, 2021 public hearing, recommended that the Landowner’s request for an IUP as stated above be granted by the Todd Township Board of Supervisors, with conditions.

BE IT THEREFORE RESOLVED, based on the review of the application, the foregoing information referenced above, evidence and testimony presented at the public hearing and applicable ordinances, that the Todd Township Board of Supervisors hereby now makes the following findings of fact:

- A. The recitals identified above are incorporated herein by reference.

B. Consideration of the application was based upon (but not limited to) the criteria set forth by the applicable Land Use and Zoning Ordinance and the following findings regarding those criteria:

1) The maintenance of safe and healthful conditions as well as the general health, safety and welfare of the residents.

The primary impact on the health, safety and welfare of Township residents would likely be from increased traffic and potentially increased noise. These potential impacts can be adequately mitigated by ensuring adequate off-street parking for the anticipated number of event participants plus golfers and limitations on the hours of operation for outdoor events and/or limitations on volume levels for any outdoor speaker systems.

2) The prevention and control of water pollution including sedimentation.

All stormwater that would be running off of the proposed improvements would be adequately handled on-site without creating a negative impact on public waters or wetlands.

3) The impact on existing topographic and drainage features and vegetative cover on the site.

The proposed use will change the topography of the site near the clubhouse, but should not have any significant impact on the pattern of drainage onto adjacent properties or vegetative cover on the site.

4) The location of the site with respect to existing or future access roads.

The proposed use would not appear to create the need for any future access roads.

5) The compatibility with uses on adjacent land.

The proposed use is commercial in nature and is compatible with the historical use of the property as a commercial golf course. Surrounding uses are primarily residential, but are sufficiently separated by distance and vegetative screening that it should not create any significant issues of incompatibility with those residential uses.

6) The compatibility with a desirable pattern of development in the area and in the township.

The proposed use should not have any significant impact on the development of surrounding land as the primary use of the property will remain commercial in character and the holding of relatively small events on the property will not change that.

7) The adequacy of the proposed wastewater treatment system for the new use.

The site is served with an existing septic system installed in 2010 and found compliant in 2010.

8) The compliance with the Todd Township Community Comprehensive Plan and other Todd Township Ordinances, as amended or any other ordinance, rule or statute.

The proposed use is allowed by the Todd Township ordinance and the proposed clubhouse addition and outdoor patio/dining area will meet all required setbacks from property lines.

- 9) **The proposed use can be accommodated with existing public services and will not overburden the town's service capacity.**

The proposal should have no significant impact on public services as the site is already served with electric service and is accessed via two county roads.

- 10) **The traffic generated by the proposed use is within the capabilities of the roads serving the property.**

The proposal will be likely to increase traffic levels beyond what already exists, but not so significantly that they cannot be handled. The site is accessed via two County Roads - County Roads 1 and 103.

- 11) **The effect of the proposed use on groundwater, surface water and air quality.**

With proper management of stormwater, the impact on groundwater, surface water and air quality will be minimal.

- 12) **Whether such use will tend to or actually depreciate the value of other properties in the area in which it is proposed.**

Given the mitigation measures proposed by the Landowner and the nature of the proposed use, there should be no significant impact on the value of other properties.

- 13) **Will terminate upon a date or event that can be identified with certainty.**

Provided a date is specified in the conditions of approval for the termination of the interim use permit, this condition is met.

- 14) **Will be subject to any conditions that the board deems appropriate for permission of the use, including a condition that the owner will provide an appropriate financial surety to cover the cost of removing the interim use and any interim structures upon the expiration of the interim use permit.**

The nature of the proposed clubhouse addition and patio are such that if the interim use were not extended, they would still have value to the landowner and would not need to be removed to protect the Township.

BE IT FURTHER RESOLVED, based on the foregoing information and applicable ordinances and the Findings of Fact which are incorporated herein, the Todd Township Board of Supervisors hereby **APPROVES** the requested application to grant the Interim Use to allow for the use of the property as a Rural Tourism and Event Center as presented with the following conditions:

1. The activities and events encompassed by this interim use permit shall be limited to the following activities:
 - a) Those activities and events which make use of the proposed patio area adjacent to the clubhouse, such as weddings and wedding receptions, corporate picnics, and other similar events;

- b) Those related activities and events which have historically occurred on the property – specifically the use of the property for youth cross-country foot races and golf tournaments.

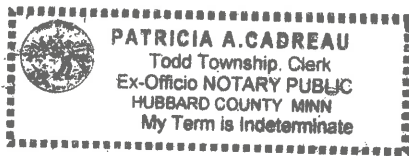
Except as provided above, golf-related activities which traditionally occur at a golf course are not subject to the conditions of approval listed below. Non-golf related activities or events not specifically approved above shall require the written permission of the Town Board, which may be subject to additional conditions.

2. The interim use shall be valid for a period of three (3) years from the date of approval by the Town Board. The Landowner may apply for a renewal of the interim use permit, subject to the requirements of applicable ordinances at the time, at any time within the last six (6) months of the initial permit period.
3. Activities allowed under the approved IUP shall not create excessive noise. Amplified noise or other noise generation shall comply with the State of Minnesota Noise Rules established by the MPCA. The Township may require Landowner to prepare a noise control plan for approval by the Town Board if there are valid complaints. Landowner shall comply with any noise control plan approved by the Town Board.
4. All lighting associated with the proposed patio and bathroom/beverage/food service building shall meet the requirements of Section 6.15 of the Todd Township Land Use Zoning Ordinance 2020.002.
5. All signage to be placed or erected on the property or on any structure shall comply with the requirements (including separate permitting) of Section 9.0 of the Todd Township Land Use Zoning Ordinance 2020.002.
6. The Landowner shall maintain, or create, adequate off-street parking sufficient to accommodate all vehicles for users of events which primarily make use of the proposed patio area and the clubhouse. The Township recognizes that parking on County road rights-of-way has historically occurred during cross-country races and golf tournaments and that Hubbard County has enforcement authority over such parking in their right-of-way. Should the County limit or prohibit such parking in the future, Landowner shall provide, or create, adequate off-street parking sufficient to accommodate vehicles for users of all events which take place on the property.
7. The Landowner shall maintain, or create, adequate space for traffic circulation related to events held at the Property including, but not limited to, the proposed patio area, including circulation that may be needed for emergency service vehicles.
8. If requested by the Town Board, Landowner shall provide an emergency shelter and/or evacuation plan for any proposed event which must be approved by the Town Board. Landowner shall comply with any noise control plan approved by the Town Board.
9. All requirements of Section 7.15 of the Todd Township Land Use Zoning Ordinance 2020.002 shall be met, including, but not limited to:
 - a. No more than 300 persons at any one time may attend any event at the Property including, but not limited to, an event making use of the patio area, unless specifically approved in writing by the Town Board;

- b. No overnight camping shall be allowed on the Property unless specifically approved in writing by the Town Board;
 - c. Any food service shall be catered, or pre-packaged, except where on-site preparation is specifically allowed in writing by the Town Board, subject to evidence that all local, state or federal permits and licenses have been obtained and are current;
 - d. The on-site subsurface sewage treatment system shall meet all local and state design requirements;
 - e. Parking shall meet the requirements of Section 6.21 of the Todd Township Land Use Zoning Ordinance 2020.002;
 - f. Any signage associated with the site shall meet the requirements of Section 9 of the Todd Township Land Use Ordinance 2020.002; and
 - g. The Property and all structures within shall at all times be maintained in a clean and safe manner.
10. The operation of the Rural Tourism and Event Center shall be seasonal in nature, with events to be limited to the months of March through November unless otherwise approved in writing by the Town Board.
 11. Hours of operation for all events which make use of the patio area shall be limited to between 8:30 a.m. and 1:00 a.m. unless otherwise approved in writing by the Town Board. Events which make use of the golf course shall be limited to between 5:30am and 11:00pm, unless otherwise approved in writing by the Town Board.
 12. The Landowner shall, upon reasonable advanced notice, provide the Township staff and/or its agents with access to the Property for inspection for determining compliance with this IUP.
 13. Landowner shall consult with the local fire and sheriff's department and comply with any and all requirements they may have regarding the Property, unless specifically waived in writing by the Town Board.
 14. Issuance of the IUP is not a substitute for any other permit required in conjunction with events that may be held at the Property, including but not limited to building permits, electrical permits, and road permits. Landowner shall be responsible for obtaining any and all other necessary federal, state or local governmental permits and/or approvals for the proposed use. If requested by the Township, Landowner shall submit evidence of all required permits. Upon written notice of any violation of this condition the Landowner shall promptly remedy the violation within the time period specified by the Township. Any violation not remedied or addressed shall be subject to IUP review and may be basis for IUP termination.
 15. Landowner shall at all times comply with the approved application narrative and project plans, the conditions of this IUP and with all Township, County, State and Federal laws applicable to the Property and the use of the Property. Upon written notice of any violation the Landowner shall promptly remedy the violation within the time period specified by the Township. Any violation not remedied or addressed shall be subject to IUP review and may be basis for IUP termination.

16. Landowner is to notify the Township prior to May of each year of any operational changes or site improvements at the Property to determine compliance with the IUP or need for any additional approvals.
17. A certified copy of the IUP shall be recorded by Landowner with the Hubbard County Recorder or Registrar of Titles.
18. Landowner shall reimburse the Township for all administrative, legal, planning, engineering and other professional costs incurred in the creation, administration, enforcement or execution of said IUP application or this IUP. Landowner agrees to pay all such reasonable costs within 30 days of billing by the Township. Bills not paid within 30 days of billing by the Township shall accrue interest at the rate of 6% per year. Further, if Landowner fails to pay said amounts within the time permitted, the Township may specially assess such costs against the Property. Landowner by accepting this IUP knowingly and voluntarily waives any and all rights to appeal any certification/assessment under any applicable statutes, the Constitution, and case law.
19. This IUP shall not go into effect unless Landowner signs this IUP agreeing to the terms and conditions contained herein.

I acknowledge and agree to abide by the above conditions.



HEADWATERS COUNTRY CLUB:

Tadd Usher
 Tadd Usher, President

**PASSED AND ADOPTED BY THE TODD TOWNSHIP BOARD OF SUPERVISORS
 HUBBARD COUNTY ON THE 8TH DAY OF MARCH 2021.**

ATTEST:

Patricia A. Cadreau
 Patricia A. Cadreau, Clerk

TODD TOWNSHIP

James Schauer
 James Schauer, Chair

Prepared by:
 Robert Ruppe
 Couri & Ruppe, P.L.L.P.
 705 Central Avenue East
 St. Michael, MN 55376
 (763) 497-1930

Mail completed recording to the following:
 Todd Township
 Attn: Township Clerk
 804 Crocus Hill St. E
 Park Rapids, MN 56470
 (218) 237-3772

EXHIBIT A

The Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section Seven (7), Township One Hundred Forty (140), Range Thirty-four (34); less and except that portion platted into Headwater's Estates.

That part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section Seven (7), Township One Hundred Forty (140), Range Thirty-four (34), lying North and West of the Great Northern Railroad right-of-way as the railroad of said railway company is now located and constructed over and across said premises; less and except that portion platted into Headwater's Estates.

The fractional Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section Seven (7), Township One Hundred Forty (140), Range Thirty-four (34), less the Great Northern Railroad right-of-way; less and except that portion platted into Headwater's Estates.

That portion of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section Eighteen (18), Township One Hundred Forty (140), Range Thirty-four (34) lying and being Northwesterly of the Great Northern Railway right-of-way as the same is now established over and across said land; less and except that portion platted into Headwater's Estates.

The Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section Twelve (12), Township One Hundred Forty (140), Range Thirty-five (35), except that part lying northwesterly of Hubbard County Road No. 1 (as it exists on July 12, 2001); less and except that portion platted into Headwater's Estates.

The Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section Twelve (12), Township One Hundred Forty (140), Range Thirty-five (35) except that part thereof lying Northerly of C.A.R. No. 4 as now located over and across said premises; and further excepting that part thereof bounded and described as follows: Commencing at the South Quarter corner of said Section 12 and running thence North on and along the Quarter line a distance of 300 feet to point of beginning, thence East parallel with the south line of said Section a distance of 250 feet; thence North parallel with said Quarter line a distance of 600 feet; thence West parallel with the South line of said Section a distance of 250 feet to said Quarter line; thence South on and along the Quarter line a distance of 600 feet to the point of beginning.

Government Lot Two (2) of Section Twelve (12), Township One Hundred Forty (140), Range Thirty-five (35) except that part lying and being North of C.A.R. No. 4 as now located over and across said premises.

The Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Twelve (12), Township One Hundred Forty (140), Range Thirty-five (35).

The North Half of the Northeast Quarter (N1/2 NE1/4) of Section Thirteen (13), Township One Hundred Forty (140), Range Thirty-five (35), less right-of-way of Great Northern Railway Company and portion lying and being Southeasterly of said right-of-way as previously conveyed to Andrew Deakins; and less and except the West 500 feet of the South 100 feet of the NW1/4 NE1/4 of Section 13, Township 140, Range 35.

That portion of Outlot A of Leisure Living Estates lying easterly of Lot 2 of Block 1 of Headwater's Estates, according to the plat thereof on file and of record in the office of the County Recorder in and for the County of Hubbard and the State of Minnesota..