

**AGENDA  
ECONOMIC DEVELOPMENT AUTHORITY  
REGULAR MEETING  
CITY OF WYOMING, MINNESOTA  
SEPTEMBER 20, 2021  
6:30 PM**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

**PLEDGE OF ALLEGIANCE:**

**NEW BUSINESS:**

1. To consider a Declaration of Restrictive Covenants between Hallberg Inc. and the City of Wyoming EDA and Chisago County HRA/EDA for the Bingham Property

**ADJOURN**

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Drafted by and When Recorded Return To:  
Thomas R. Loonan  
ECKBERG, LAMMERS, P.C.  
430 2<sup>nd</sup> Street  
Hudson, WI 54016

## **DECLARATION OF RESTRICTIVE COVENANTS**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** ("Declaration") is made effective as of \_\_\_\_\_, 2021, by Hallberg, Inc., a Minnesota corporation ("Declarant").

### **RECITALS**

A. The Chisago County Housing and Redevelopment Authority/Economic Development Authority and the City of Wyoming Economic Development Authority have conveyed to Declarant that certain land identified, described, and explained within the attached **Exhibit A** which is made a part hereof (the "Property").

B. As a part of the consideration for the conveyance of the Property, Declarant as agreed to the imposition of certain use restrictions with respect to the Property, as defined herein.

NOW, THEREFORE, in connection with the future development of the Property, Declarant does hereby declare that each of the following covenants, conditions and restrictions shall exist at all times hereafter and be binding upon, and inure to the benefit of the Property.

### **1. DECLARATION OF RESTRICTIVE COVENANTS AND USE RESTRICTIONS.**

(a) Declarant hereby declares that the Property shall not be used or developed for freight and trucking operations, or for self-storage facilities. All uses shall comply with the

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applicable zoning ordinances of the City of Wyoming. The standards herein contained shall be considered as requirements in addition to said zoning ordinances. This restrictive covenant shall not be modified or released without the written consent of the City of Wyoming.

**2. ENFORCEMENT.** The covenants, conditions and restrictions set forth herein shall be enforceable by:

- (a) Injunctive relief, prohibitive or mandatory, to prevent the breach of or to enforce the performance or observance of said covenants, conditions and restrictions; or
- (b) A money judgment for damages by reason of the breach of said covenants, conditions and restrictions; or
- (c) Any combination of the foregoing.

[Signature page follows]

IN TESTIMONY WHEREOF, Declarant has caused this indenture to be executed in its corporate name on the day and year first above written.

HALLBERG, INC.  
a Minnesota corporation

By: \_\_\_\_\_  
Austin Hallberg  
Its: President

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF                )

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by Austin Hallberg, President of Hallberg, Inc., a Minnesota corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Legal Description of the Property**

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 33, Range 21, Chisago County, Minnesota, that lies West of the Railroad right-of-way of Northern Pacific Railway.

Excepting therefrom the following described four parcels of land:

Parcel 1.

All that part of the following described tract:

That part of the northeast quarter of the southeast quarter (NE 1/4 of SE 1/4) of Section 18, Township 33 north, Range 21 west, lying west of the Railroad right-of-way:  
Which lies within a distance of 100 feet southeasterly and 247 feet northwesterly of the following described line:

From a point on the south line of said Section 18, distant 1526 feet west of the southeast corner thereof, run southerly at an angle of 88 degrees 47 minutes 30 seconds with said south section line (measured from west to south) for 746.75 feet to the point of beginning of the line to be described; thence run northerly along the last described course for 100 feet; thence deflect to the right on a 1 degree 30 minute curve (delta angle 20 degrees 52 minutes 45 seconds) for 1391.9 feet; thence on tangent to said curve for 2200 feet and there terminating.

Parcel 2.

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 33 North, Range 21 West, Chisago County, Minnesota, described as follows:

Beginning at the point of intersection of the east-west quarter line of Section 18 with the westerly right-of-way line of the Northern Pacific Railway Company; thence west along the east-west quarter line of Section 18, a distance of 305 feet, more or less, to the easterly right-of-way line of Interstate Highway No. 35; thence southwesterly, along said Highway right-of-way line, a distance of 265 feet, more or less, to the point of intersection with a line drawn parallel with and distant 250 feet south of the east-west quarter line of Section 18; thence east, along said parallel line, a distance of 400 feet, more or less, to the westerly right-of-way line of the Northern Pacific Railway Company; thence northerly, along said westerly railway right-of-way line, a distance of 250 feet, more or less, to the point of beginning.

Parcel 3.

That part of the Northeast Quarter of the Southeast Quarter, Section 18, Township 33 North, Range 21 West, Chisago County, Minnesota, lying west of the westerly right-of-way line of Interstate I 35 and lying southerly of the following described line:

Commencing at the south quarter corner of said Section 18; thence 85 degrees 37 minutes 33 seconds, assumed azimuth from North, along the south line of Section 18, a distance of 475.26 feet; thence 17 degrees 42 minutes 19 seconds, 1928.23 feet to the point of beginning of the line to be described; thence 121 degrees 34 minutes 02 seconds, 300 feet, more or less, to said westerly right-of-way line and there terminating.

Parcel 4.

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 33 North, Range 21 West, Chisago County, Minnesota, described as follows:

Commencing at the south quarter corner of said Section 18; thence 85 degrees 37 minutes 33 seconds, assumed azimuth from North along the South line of said Section 18, a distance of 475.26 feet; thence 17 degrees 42 minutes 19 seconds, 1928.23 feet; thence 121 degrees 34 minutes 02 seconds, 173.40 feet to the west line of said Northeast Quarter of the Southeast Quarter and the point of the beginning of the parcel to be described; thence continuing 121 degrees 34 minutes 02 seconds, 126.60 feet to the westerly right-of-way line of Kettle River Boulevard; thence 17 degrees 42 minutes 19 seconds along said westerly right-of-way line, 1121.60 feet to the north line of said Northeast Quarter of the Southeast Quarter; thence 265 degrees 53 minutes 43 seconds, along the said North line, 501.40 feet to the west line of said Northeast Quarter of the Southeast Quarter; thence 176 degrees 58 minutes 09 seconds, along said west line, 967.61 feet to the point of beginning.