



**SELLER'S PROPERTY  
DISCLOSURE STATEMENT**

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- 1. Date \_\_\_\_\_
- 2. Page 1 of \_\_\_\_\_ pages

**3. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

4. **NOTICE:** This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.  
5. Under Minnesota law, Sellers of residential property, with limited exceptions listed on page nine (9), are obligated to  
6. disclose to prospective Buyers all material facts of which Seller is aware that could adversely and significantly affect  
7. an ordinary Buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.  
8. MN Statute 513.58 requires Seller to notify Buyer in writing as soon as reasonably possible, but in any event  
9. before closing, if Seller learns that Seller's disclosure was inaccurate. Seller has disclosure alternatives allowed  
10. by MN Statutes. See *Seller's Disclosure Alternatives* form for further information regarding disclosure alternatives. This  
11. disclosure is not a warranty or a guarantee of any kind by Seller or licensee representing or assisting any party in the  
12. transaction.

13. **INSTRUCTIONS TO BUYER:** Buyers are encouraged to thoroughly inspect the property personally or have it inspected  
14. by a third party, and to inquire about any specific areas of concern. **NOTE:** If Seller answers NO to any of the questions  
15. listed below, it does not necessarily mean that it does not exist on the property. NO may mean that Seller is unaware  
16. that it exists on the property.

17. **INSTRUCTIONS TO SELLER:** (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or  
18. inspection report(s) when completing this form. (3) Describe conditions affecting the property to the best of your  
19. knowledge. (4) Attach additional pages, with your signature, if additional space is required. (5) Answer all questions.  
20. (6) If any items do not apply, write "NA" (not applicable).

21. Property located at 2357 RETREAT LODGE RD

22. City of COOK, County of ST LOUIS, State of Minnesota.

**23. A. GENERAL INFORMATION:**

24. (1) What date \_\_\_\_\_, 20 00 did you  Acquire  Build the home?  
----- (Check one) -----

25. (2) Type of title evidence:  Abstract  Registered (Torrens)

26. Location of Abstract: \_\_\_\_\_

27. To your knowledge, is there an existing Owner's Title Insurance Policy?  Yes  No

28. (3) Have you occupied this home continuously for the past 12 months?  Yes  No

29. If "No," explain: LEFT FOR THE WINTER

30. (4) Is the home suitable for year-round use?  Yes  No

31. (5) To your knowledge, is the property located in a designated flood plain?  Yes  No

32. (6) Are you in possession of prior seller's disclosure statement(s)? (If "Yes," please attach.)  Yes  No

33. (7) Is the property located on a public or a private road?  Public  Private

34. (8) For property abutting a lake, stream or river, does the property meet the minimum local government lot size  
35. requirements?  Yes  No  Unknown

36. If "No," or "Unknown," Buyer should consult the local zoning authority.

37. Are you aware of any  
38. (9) encroachments?  Yes  No

39. (10) association, covenants, historical registry, reservations or restrictions that affect or  
40. may affect the use or future resale of the property?  Yes  No

41. (11) easements, other than utility or drainage easements?  Yes  No

42. (12) Comments: \_\_\_\_\_

43. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**



SELLER'S PROPERTY DISCLOSURE STATEMENT

45. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

46. Property located at 2357 RETREAT LODGE RD

47. B. GENERAL CONDITION: To your knowledge, have any of the following conditions previously existed or do they currently exist?

48. (1) Has there been any damage by wind, fire, flood, hail or other cause(s)? [ ] Yes [X] No

49. If "Yes," give details of what happened and when:

50. [ ]

51. [ ]

52. (2) Have you ever had an insurance claim(s) against your Homeowner's Insurance Policy? [X] Yes [ ] No

53. If "Yes," what was the claim(s) for (e.g., hail damage to roof)?

54. ELECTRICAL SURGE DAMAGE TO ELECTRONICS

55. Did you receive compensation for the claim(s)? [X] Yes [ ] No

56. If you received compensation, did you have the items repaired? [X] Yes [ ] No

57. What dates did the claim(s) occur? APPROX 2003

58. [ ]

59. (3) (a) Has/Have the structure(s) been altered? [ ] Yes [X] No

60. (e.g., additions, altered roof lines, changes to load-bearing walls)

61. If "Yes," please specify what was done, when and by whom (owner or contractor):

62. [ ]

63. (b) Has any work been performed on the property? (e.g., additions to the property, wiring, plumbing, retaining wall, general finishing.) [X] Yes [ ] No

64. If "Yes," please explain: INTERIOR FINISHING

65. [ ]

66. (c) Are you aware of any work performed on the property for which appropriate permits were not obtained? [ ] Yes [X] No

67. If "Yes," please explain:

68. [ ]

69. (4) Has there been any damage to flooring or floor covering? [ ] Yes [X] No

70. If "Yes," give details of what happened and when:

71. [ ]

72. (5) Are you aware of any insect/animal/pest infestation? [ ] Yes [X] No

73. If "Yes," please explain:

74. [ ]

75. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.



SELLER'S PROPERTY DISCLOSURE STATEMENT

83. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

84. Property located at 2357 Retreat Lodge Rd

85. (6) Do you have or have you previously had any pets? [X] Yes [ ] No

86. If "Yes," indicate type Small Dog and number 1

87. (7) Comments:

88.

89.

90. C. STRUCTURAL SYSTEMS: To your knowledge, have any of the following conditions previously existed or do they currently exist?

91. (ANSWERS APPLY TO ALL STRUCTURES, SUCH AS GARAGE AND OUTBUILDINGS.)

92. (1) THE BASEMENT, CRAWLSPACE, SLAB:

- 93. (a) cracked floor/walls [ ] Yes [X] No (e) leakage/seepage [ ] Yes [X] No
94. (b) drain tile problem [ ] Yes [X] No (f) sewer backup [ ] Yes [X] No
95. (c) flooding [ ] Yes [X] No (g) wet floors/walls [ ] Yes [X] No
96. (d) foundation problem [ ] Yes [X] No (h) other [ ] Yes [X] No

97. Give details to any questions answered "Yes":

98.

99.

100.

101.

102.

103.

104.

105. (2) THE ROOF: To your knowledge,

- 106. (a) what is the age of the roofing material? 11 years
107. (b) has there been any interior or exterior damage? [ ] Yes [X] No
108. (c) has there been interior damage from ice buildup? [ ] Yes [X] No
109. (d) has there been any leakage? [ ] Yes [X] No
110. (e) have there been any repairs or replacements made to the roof? [ ] Yes [X] No

111. Give details to any questions answered "Yes":

112.

113.

114.

115.

116.

117.

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SELLER'S PROPERTY DISCLOSURE STATEMENT

120. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

121. Property located at 2357 RETREAT LODGE RD.

D. APPLIANCES, HEATING, PLUMBING, ELECTRICAL AND OTHER MECHANICAL SYSTEMS:

122. NOTE: This section refers only to the working condition of the following items. Answers apply to all such items unless otherwise noted in comments below. Personal property is included in the sale ONLY IF specifically referenced in the Purchase Agreement.

126. Cross out only those items not physically located on the property.

Table with 3 columns: Item, In Working Order (Yes/No), and Item. Items include Air conditioning, Heating system, Dishwasher, etc.

148. Comments:
149.

E. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:

150. (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)

151. Seller certifies that Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving the above-described real property. (If answer is DOES, and the system does not require a state permit, see Subsurface Sewage Treatment System Disclosure Statement.)

- 155. There is a subsurface sewage treatment system on or serving the above-described real property.
156. There is an abandoned subsurface sewage treatment system on the above-described real property.

159. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.
MN: SPDS-4 (8/10)



SELLER'S PROPERTY DISCLOSURE STATEMENT

160. Page 5

161. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

162. Property located at 2357 RETREAT LODGE RD

163. F. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 103I.235.)

164. (Check appropriate box.)

165. [ ] Seller certifies that Seller does not know of any wells on the above-described real property.

166. [X] Seller certifies there are one or more wells located on the above-described real property.

167. (See Well Disclosure Statement.)

168. Are there any wells serving the above-described property that are not located on the property?

[ ] Yes

[X] No

170. To your knowledge, is this property in a Special Well Construction Area?

[ ] Yes

[X] No

171. G. PROPERTY TAX TREATMENT:

172. Valuation Exclusion Disclosure (Required by MN Statute 273.11, Subd. 16.)

173. (Check appropriate box.)

174. There [ ] IS [X] IS NOT an exclusion from market value for home improvements on this property. Any (Check one.)

175. valuation exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax consequences.

178. Additional comments:

179. \_\_\_\_\_

180. \_\_\_\_\_

181. Preferential Property Tax Treatment

182. Is the property subject to any preferential property tax status or any other credits affecting the property?

183. (e.g., Disability, Green Acres, CRP, RIM, Rural Preserve)

[ ] Yes

[X] No

184. If "Yes," would these terminate upon the sale of the property?

[ ] Yes

[ ] No

185. Explain: \_\_\_\_\_

186. \_\_\_\_\_

187. \_\_\_\_\_

188. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:

189. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

190. [X] Seller is not aware of any methamphetamine production that has occurred on the property.

191. [ ] Seller is aware that methamphetamine production has occurred on the property.

192. (See Methamphetamine Production Disclosure Statement.)

193. I. NOTICE REGARDING AIRPORT ZONING REGULATIONS: The property may be in or near an airport safety zone with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are filed with the county recorder in each county where the zoned area is located. If you would like to determine if such zoning regulations affect the property, you should contact the county recorder where the zoned area is located.

198. J. NOTICE REGARDING CARBON MONOXIDE DETECTORS: MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the sale of the home.

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SELLER'S PROPERTY DISCLOSURE STATEMENT

202. Page 6

203. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

204. Property located at 2357 RETREAT LODGE RD

205. K. CEMETERY ACT:

206. MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs or removes human skeletal remains or human burial grounds is guilty of a felony.

207. To your knowledge, are you aware of any human remains, burials or cemeteries located on the property? [ ] Yes [X] No

208. If "Yes," please explain:

209. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN Statute 307.08, Subd. 7.

216. L. ENVIRONMENTAL CONCERNS:

217. To your knowledge, have any of the following environmental concerns previously existed or do they currently exist on the property?

- 218. Asbestos? [ ] Yes [X] No Mold? [ ] Yes [X] No
219. Diseased trees? [ ] Yes [X] No Radon? [ ] Yes [X] No
220. Formaldehyde? [ ] Yes [X] No Soil problems? [ ] Yes [X] No
221. Hazardous wastes/substances? [ ] Yes [X] No Underground storage tanks? [ ] Yes [X] No
222. Lead? (e.g., paint, plumbing) [ ] Yes [X] No Other? [ ] Yes [X] No

223. Are you aware if there are currently, or have previously been, any orders issued on the property by any governmental authority ordering the remediation of a public health nuisance on the property? [ ] Yes [X] No

224. If answer above is "Yes," seller certifies that all orders [ ] HAVE [ ] HAVE NOT been vacated. (Check one.)

225. Give details to any question answered "Yes":

226.
227.
228.
229.

230. M. OTHER DEFECTS/MATERIAL FACTS:

231. Are you aware of any other material facts that could adversely and significantly affect an ordinary buyer's use or enjoyment of the property or any intended use of the property? [ ] Yes [X] No

232. If "Yes," explain below:

233.
234.
235.
236.

237. N. ADDITIONAL COMMENTS:

238.
239.
240.

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**SELLER'S PROPERTY  
DISCLOSURE STATEMENT**

242. Page 7

243. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

244. **O. WATER INTRUSION AND MOLD GROWTH:** Recent studies have shown that various forms of water intrusion  
245. affect many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture  
246. leaving the home.

247. Examples of exterior moisture sources may be

- 248. • improper flashing around windows and doors,
- 249. • improper grading,
- 250. • flooding,
- 251. • roof leaks.

252. Examples of interior moisture sources may be

- 253. • plumbing leaks,
- 254. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 255. • overflow from tubs, sinks or toilets,
- 256. • firewood stored indoors,
- 257. • humidifier use,
- 258. • inadequate venting of kitchen and bath humidity,
- 259. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 260. • line-drying laundry indoors,
- 261. • houseplants—watering them can generate large amounts of moisture.

262. In addition to the possible structural damage water intrusion may do to the property, water intrusion may also result  
263. in the growth of mold, mildew and other fungi. Mold growth may also cause structural damage to the property.  
264. Therefore, it is very important to detect and remediate water intrusion problems.

265. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to  
266. humans. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health  
267. problems, particularly in some immunocompromised individuals and people who have asthma or allergies to  
268. mold.

269. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you  
270. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having the  
271. property inspected for moisture problems before entering into a purchase agreement or as a condition of your  
272. purchase agreement. Such an analysis is particularly advisable if you observe staining or musty odors on the  
273. property.

274. For additional information about water intrusion, indoor air quality, moisture or mold issues, go to the Minnesota  
275. Association of REALTORS® web site at [www.mnrealtor.com](http://www.mnrealtor.com).

276. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**



**SELLER'S PROPERTY  
DISCLOSURE STATEMENT**

277. Page 8

278. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

279. Property located at 2357 RETRAY LODGE RD.

280. **P. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory  
281. offender registry and persons registered with the predatory offender registry under MN Statue 243.166  
282. may be obtained by contacting the local law enforcement offices in the community where the property  
283. is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of  
284. Corrections web site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

285. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE**  
286. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

287. **Q. SELLER'S STATEMENT:**

288. *(To be signed at time of listing.)*

289. Seller(s) hereby states the material facts as stated above are true and accurate and authorizes any licensee(s)  
290. representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure to any person or  
291. entity in connection with any actual or anticipated sale of the property.

292. Malcolm H. Berg  
(Seller) (Date)

Dawn E. Berg  
(Seller) (Date)

293. **R. BUYER'S ACKNOWLEDGEMENT:**

294. *(To be signed at time of purchase agreement.)*

295. I/We, the Buyer(s) of the property, acknowledge receipt of this Seller's Property Disclosure Statement and agree  
296. that no representations regarding material facts have been made other than those made above.

297. \_\_\_\_\_  
(Buyer) (Date) (Buyer) (Date)

298. **S. SELLER'S ACKNOWLEDGMENT:**

299. *(To be signed at time of purchase agreement.)*

300. **AS OF THE DATE BELOW, I/we, the Seller(s) of the property, state that the material facts stated above are the**  
301. **same, except for changes as indicated below, which have been signed and dated.**

302. \_\_\_\_\_  
303. \_\_\_\_\_  
304. \_\_\_\_\_  
305. \_\_\_\_\_  
306. \_\_\_\_\_

307. \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

308. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:

309. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a  
310. single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause  
311. (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

312. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in  
313. residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase or any  
314. other option.

315. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**





**SELLER'S PROPERTY  
DISCLOSURE STATEMENT**

316. Page 9

317. **THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

318. **Exceptions**

319. The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to

320. (1) real property that is not residential real property;
321. (2) a gratuitous transfer;
322. (3) a transfer pursuant to a court order;
323. (4) a transfer to a government or governmental agency;
324. (5) a transfer by foreclosure or deed in lieu of foreclosure;
325. (6) a transfer to heirs or devisees of a decedent;
326. (7) a transfer from a cotenant to one or more other cotenants;
327. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
328. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
330. (10) a transfer of newly constructed residential property that has not been inhabited;
331. (11) an option to purchase a unit in a common interest community, until exercised;
332. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
334. (13) a transfer to a tenant who is in possession of the residential real property; or
335. (14) a transfer of special declarant rights under section 515B.3-104.

336. **Waiver**

337. The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the prospective Buyer  
338. agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not waive, limit or abridge  
339. any obligation for seller disclosure created by any other law.

340. **No Duty to Disclose**

341. A. There is no duty to disclose the fact that the property

342. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human  
343. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
344. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
345. (3) is located in a neighborhood containing any adult family home, community-based residential facility or nursing  
346. home.

347. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to register  
348. under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely manner,  
349. provides a written notice that information about the predatory offender registry and persons registered with the  
350. registry may be obtained by contacting the local law enforcement agency where the property is located or the  
351. Department of Corrections.

352. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A and B  
353. for property that is not residential property.

354. D. **Inspections.**

355. (i) Except as provided in paragraph (ii), Seller is not required to disclose information relating to the real property  
356. if a written report that discloses the information has been prepared by a qualified third party and provided to  
357. the prospective buyer. For purposes of this paragraph, "qualified third party" means a federal, state or local  
358. governmental agency, or any person whom Seller or prospective buyer reasonably believes has the expertise  
359. necessary to meet the industry standards of practice for the type of inspection or investigation that has been  
360. conducted by the third party in order to prepare the written report.

361. (ii) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information  
362. included in a written report under paragraph (i) if a copy of the report is provided to Seller.

363. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**



### SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE STATEMENT

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1. Date Aug 25, 2011
2. Page 1 9 of pages: THE REQUIRED MAP IS
3. ATTACHED HERETO AND MADE A PART HEREOF

4. Property located at 2357 RETREAT LODGE RD. in the City of COOK
5. County of ST LOUIS State of Minnesota, legally described as follows or on
6. attached sheet (the "Property") \_\_\_\_\_

7. \_\_\_\_\_  
8. This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any party(ies) in  
9. this transaction, and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

10. **BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE**  
11. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A**  
12. **CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTION/DEFECTS.**

13. **SELLER'S INFORMATION:** The following Seller disclosure satisfies MN Statutes Chapter 115.55. Seller discloses  
14. the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on  
15. this information in deciding whether and on what terms to purchase the Property. The Seller(s) authorizes any  
16. licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this statement to any person  
17. or entity in connection with any actual or anticipated sale of the Property.

18. Unless Buyer and Seller agree to the contrary in writing before the closing of the sale, a Seller who fails to disclose  
19. the existence or known status of a subsurface sewage treatment system at the time of sale, and who knew or had  
20. reason to know of the existence or known status of the system, is liable to Buyer for costs relating to bringing the  
21. system into compliance with subsurface sewage treatment system rules and for reasonable attorney fees for collection  
22. of costs from Seller. An action under this subdivision must be commenced within two years after the date on which  
23. Buyer closed the purchase of the real property where the system is located.

24. Legal requirements exist relating to various aspects of location and status of subsurface sewage treatment systems.  
25. Buyer is advised to contact the local unit(s) of government, state agency or qualified professional which regulates  
26. subsurface sewage treatment systems for further information about these issues.

27. The following are representations made by Seller(s) to the extent of Seller(s) actual knowledge. This information is a  
28. disclosure and is not intended to be part of any contract between Buyer and Seller.

29. **SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:**  
30. (Check the appropriate box.)

31.  Seller certifies that Seller does not know of any subsurface sewage treatment system on or serving the above-  
32. described real property. (If this option is checked, then skip to the last line and sign and date this Statement.)

33.  Seller certifies that the following subsurface sewage treatment system is on or serving the above-described  
34. Property.

35. Is the subsurface sewage treatment system(s) currently in use?  Yes  No

36. TYPE: (Check appropriate box(es) and indicate location on attached MAP.)

37.  Septic Tank:  with drain field  with mound system  seepage tank  with open end

38. Is this system a straight-pipe system?  Yes  No  Unknown

39.  Sealed System (holding tank)

40.  Other (Describe): \_\_\_\_\_

41. **NOTE:** If any water use appliance, bedroom or bathroom has been added to the Property, the system may  
42. no longer comply with applicable sewage treatment system laws and rules.

43. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**



SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE STATEMENT

44. Page 2

- 45. Property located at 2357 RETREAT LODGE RD.
- 46. Seller or transferor shall disclose to Buyer or transferee what Seller or transferor has knowledge of relative to the
- 47. compliance status of the subsurface sewage treatment system. \_\_\_\_\_
- 48. \_\_\_\_\_
- 49. \_\_\_\_\_
- 50. Any previous inspection report in Seller's possession must be attached to this Disclosure Statement.
- 51. When was the subsurface sewage treatment system installed? 1999/2000
- 52. Installer Name/Phone ~~ANDERSON CONSTRUCTION~~ VERMIGION CONSTRUCTION
- 53. Where is tank located? \_\_\_\_\_
- 54. What is tank size? 1,500
- 55. When was tank last pumped? AUG 23, 2011
- 56. How often is tank pumped? 3 YRS
- 57. Where is the drain field located? \_\_\_\_\_
- 58. What is the drain field size? \_\_\_\_\_
- 59. Describe work performed to the subsurface sewage treatment system since you have owned the Property.
- 60. NONE
- 61. \_\_\_\_\_
- 62. Date work performed/by whom: \_\_\_\_\_
- 63. \_\_\_\_\_
- 64. Is subsurface sewage treatment system entirely within Property boundary lines, including set back
- 65. requirements? yes Is the system shared? No How many units on system? \_\_\_\_\_ Annual Fee? \_\_\_\_\_
- 66. Comments: \_\_\_\_\_
- 67. \_\_\_\_\_
- 68. On this Property: \_\_\_\_\_
- 69. \_\_\_\_\_
- 70. Approximate number of:
- 71. people using the subsurface sewage treatment system 2
- 72. showers/baths taken per week 20
- 73. wash loads per week 0
- 74. Distance between well and subsurface sewage treatment system? \_\_\_\_\_
- 75. Have you received any notices from any government agencies relating to the subsurface sewage treatment system?
- 76. (If "Yes", see attached notice.)  Yes  No
- 77. Are there any known defects in the subsurface sewage treatment system?  Yes  No
- 78. If "Yes", please explain: \_\_\_\_\_
- 79. \_\_\_\_\_
- 80. \_\_\_\_\_

81. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.



**SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE STATEMENT**

83. Property located at 2357 Retreat Lodge RD

**84. SELLER'S STATEMENT:**

85. (To be signed at time of listing.)

86. I/We, Seller(s) of the Property acknowledge the above subsurface sewage treatment system disclosure and MAP  
87. and authorize listing broker to disclose this information to prospective buyers.

88. Michael S. Berg (Seller) \_\_\_\_\_ (Date) Dawn E. Berg (Seller) \_\_\_\_\_ (Date)

**89. BUYER'S ACKNOWLEDGMENT:**

90. (To be signed at time of purchase agreement.)

91. I/We, the Buyer(s) of the Property acknowledge receipt of this Subsurface Sewage Treatment System Disclosure  
92. Statement and MAP and agree that no representation regarding the condition of the subsurface sewage treatment  
93. system have been made, other than those made above.

94. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE NOT RESPONSIBLE FOR ANY**  
95. **CONDITIONS EXISTING IN THE SUBSURFACE SEWAGE TREATMENT SYSTEM.**

96. \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

**97. SELLER'S ACKNOWLEDGMENT:**

98. (To be signed at time of purchase agreement.)

99. AS OF THE DATE OF THE ACCEPTANCE OF THE PURCHASE AGREEMENT, I/We, the Seller(s) of the above  
100. Property, agree that the condition of the subsurface sewage treatment system is the same as noted above, except for  
101. changes as indicated below which have been signed and dated.

- 102. \_\_\_\_\_
- 103. \_\_\_\_\_
- 104. \_\_\_\_\_
- 105. \_\_\_\_\_
- 106. \_\_\_\_\_
- 107. \_\_\_\_\_
- 108. \_\_\_\_\_
- 109. \_\_\_\_\_
- 110. \_\_\_\_\_
- 111. \_\_\_\_\_
- 112. \_\_\_\_\_
- 113. \_\_\_\_\_

114. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date)

115. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**



**WELL DISCLOSURE STATEMENT**

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- 1. Date Aug 25, 2011
- 2. Page 1 of \_\_\_\_\_ pages: THE REQUIRED MAP IS
- 3. ATTACHED HERETO AND MADE A PART HEREOF.

- 4. Minnesota Statute 103I.235 requires that, before signing an agreement to sell or transfer real property, Seller must disclose information in writing to Buyer about the status and location of all known wells on the property. This requirement is satisfied by delivering to Buyer either a statement by Seller that Seller does not know of any wells on the property, or a disclosure statement indicating the legal description and county, and a map showing the location of each well. In the disclosure statement Seller must indicate, for each well, whether the well is in use, not in use or sealed.
- 9. Unless Buyer and Seller agree to the contrary in writing, before the closing of the sale, a Seller who fails to disclose the existence or known status of a well at the time of sale, and knew or had reason to know of the existence or known status of the well, is liable to Buyer for costs relating to sealing of the well and reasonable attorneys' fees for collection of costs from Seller, if the action is commenced within six years after the date Buyer closed the purchase of the real property where the well is located.
- 14. Legal requirements exist relating to various aspects of location and status of wells. Buyer is advised to contact the local unit(s) of government, state agency or qualified professional which regulates wells for further information about these issues.

17. Instructions for completion of this form are on the reverse side.

18. PROPERTY DESCRIPTION: Street Address: 2357 RETREAT LODGE RA.  
 19. Cook (City) 55723 (Zip) ST LOUIS (County)

20. LEGAL DESCRIPTION: \_\_\_\_\_  
 21. \_\_\_\_\_  
 22. \_\_\_\_\_  
 23. \_\_\_\_\_  
 24. \_\_\_\_\_  
 25. \_\_\_\_\_

26. WELL DISCLOSURE STATEMENT:  
 27. (Check appropriate box.)

- 28.  Seller certifies that Seller does not know of any wells on the above described real property. (If this option is checked, then skip to the last line and sign and date this Statement.)

30.  Seller certifies that the following wells are located on the above described real property.

	MN Unique Well No.	Well Depth	Year of Const.	Well Type	IN USE	NOT IN USE	SEALED
33. Well 1	<u>769944</u>	<u>225'</u>	<u>2009</u>	<u>DRILLED</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34. Well 2	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35. Well 3	_____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

36. NOTE: See definition of terms "IN USE," "NOT IN USE," and "SEALED" on lines 89-100. If a well is not in use, it must be sealed by a licensed well contractor or a well owner must obtain a maintenance permit from the Minnesota Department of Health and pay an annual maintenance fee. Maintenance permits are not transferable. If a well is operable and properly maintained, a maintenance permit is not required.

41. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.



WELL DISCLOSURE STATEMENT

43. Property located at 2757 RETREAT LODGE RD.

44. OTHER WELL INFORMATION:

45. Date well water last tested for contaminants: 8-24-09 Test results attached?  Yes  No

46. Comments: \_\_\_\_\_

47. \_\_\_\_\_

48. \_\_\_\_\_

49. \_\_\_\_\_

50. \_\_\_\_\_

51. \_\_\_\_\_

52. \_\_\_\_\_

53. Contaminated Well: Is there a well on the property containing contaminated water?  Yes  No

54. SEALED WELL INFORMATION: For each well designated as sealed above, complete this section.

55. When was the well sealed? \_\_\_\_\_

56. Who sealed the well? \_\_\_\_\_

57. Was a Sealed Well Report filed with the Minnesota Department of Health?  Yes  No

58. MAP: Complete the attached MAP showing the location of each well on the real property.

59. This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any part(ies) in this transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

61. CERTIFICATION BY SELLER: I certify that the information provided above is accurate and complete to the best of my knowledge.

63. Malcolm H. Berg \_\_\_\_\_  
(Seller or Designated Representative) (Date)

Dawn E. Berg \_\_\_\_\_  
(Seller or Designated Representative) (Date)

64. BUYER'S ACKNOWLEDGEMENT:

65. \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

66. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.



## WELL DISCLOSURE STATEMENT

67. Page 3

### 68. INSTRUCTIONS FOR COMPLETING THE WELL DISCLOSURE STATEMENT

69. **DEFINITION:** A "well" means an excavation that is drilled, cored, bored, washed, driven, dug, jetted or otherwise  
70. constructed if the excavation is intended for the location, diversion, artificial recharge or acquisition of groundwater.

71. **MINNESOTA UNIQUE WELL NUMBER:** All new wells constructed AFTER January 1, 1975, should have been  
72. assigned a Minnesota unique well number by the person constructing the well. If the well was constructed after this  
73. date, you should have the unique well number in your property records. If you are unable to locate your unique well  
74. number and the well was constructed AFTER January 1, 1975, contact your well contractor. If no unique well number  
75. is available, please indicate the depth and year of construction for each well.

76. **WELL TYPE:** Use one of the following terms to describe the well type.

77. **WATER WELL:** A water well is any type of well used to extract groundwater for private or public use. Examples  
78. of water wells are: domestic wells, drive-point wells, dug wells, remedial wells and municipal wells.

79. **IRRIGATION WELL:** An irrigation well is a well used to irrigate agricultural lands. These are typically  
80. large-diameter wells connected to a large pressure distribution system.

81. **MONITORING WELL:** A monitoring well is a well used to monitor groundwater contamination. The well is  
82. typically used to access groundwater for the extraction of samples.

83. **DEWATERING WELL:** A dewatering well is a well used to lower groundwater levels to allow for construction  
84. or use of underground spaces.

85. **INDUSTRIAL/COMMERCIAL WELL:** An industrial/commercial well is a nonpotable well used to extract  
86. groundwater for any nonpotable use, including groundwater thermal exchange wells (heat pumps and heat  
87. loops).

88. **WELL USE STATUS:** Indicate the use status of each well. CHECK ONLY ONE (1) BOX PER WELL.

89. **IN USE:** A well is "in use" if the well is operated on a daily, regular or seasonal basis. A well in use includes  
90. a well that operates for the purpose of irrigation, fire protection or emergency pumping.

91. **NOT IN USE:** A well is "not in use" if the well does not meet the definition of "in use" above and has not been  
92. sealed by a licensed well contractor.

93. **SEALED:** A well is "sealed" if a licensed contractor has completely filled a well by pumping grout material  
94. throughout the entire bore hole after removal of any obstructions from the well. A well is "capped" if it has  
95. a metal or plastic cap or cover which is threaded, bolted or welded into the top of the well to prevent entry  
96. into the well. A "capped" well is not a "sealed" well.

97. If the well has been sealed by someone other than a licensed well contractor or a licensed well sealing  
98. contractor, check the well status as "not in use."

99. If you have any questions, please contact the Minnesota Department of Health, Well Management Section,  
100. at (651) 201-4587 (metropolitan Minneapolis-St. Paul) or 1-800-383-9808 (greater Minnesota).

101. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.**



**METHAMPHETAMINE PRODUCTION DISCLOSURE STATEMENT**

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- 1. Date \_\_\_\_\_
- 2. Page 1 of \_\_\_\_\_ pages: THE MAP AND
- 3. CONTRACTOR'S VERIFICATION, IF ANY, ARE
- 4. ATTACHED HERETO AND MADE A PART HEREOF

- 5. Property located at 2357 RETREAT LODGE RD
- 6. in the City of COOK, County of ST LOUIS
- 7. State of Minnesota, legally described as follows or on attached sheet (the "Property")
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_

10. This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any party(ies) in this transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

11. **BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE / INSPECTION / DEFECTS.**

12. **SELLER'S INFORMATION:** The following Seller disclosure satisfies MN Statute 152.0275, Subd. 2 (m). Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the Property. Seller authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or anticipated sale of the Property.

13. Unless Buyer and Seller agree to the contrary in writing before the closing of the sale, a Seller who fails to disclose the information required under MN Statute 152.0275, Subd. 2 (m), at the time of sale, and who knew or had reason to know of methamphetamine production on the Property, is liable to Buyer or transferee for costs relating to remediation of the Property according to the Department of Health's Clandestine Drug Labs General Cleanup Guidelines (Guidelines) and for reasonable attorneys' fees for collection of costs from Seller. An action under this section must be commenced within six years after the date on which Buyer closed the purchase or transfer of the Property where the methamphetamine production occurred.

14. The following are representations made by Seller to the extent of Seller's actual knowledge. This information is a disclosure and is not intended to be part of any contract between Buyer and Seller.

15. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

16. (Check the appropriate box.)

17.  Seller is not aware of any methamphetamine production that has occurred on the Property.

18.  Seller is aware that methamphetamine production has occurred on the Property.

19. A. If Seller is aware that methamphetamine production has occurred on the Property, Seller  IS  IS NOT aware -----(Check one.)-----

20. if there are currently, or have previously been, any orders issued on the Property by any governmental authority ordering the remediation of a public health nuisance or by-products or degradates from the manufacture of methamphetamine on the Property.

21. B. If answer under (A) is IS, Seller certifies that all orders  HAVE  HAVE NOT been vacated. -----(Check one.)-----

22. **ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER**





METHAMPHETAMINE PRODUCTION DISCLOSURE STATEMENT

40. Property located at 2357 RETREAT LODGE RD.

41. C. If Seller is aware that methamphetamine production has occurred on the Property and no order was issued
42. against the Property, the Seller makes the following representation regarding the status of removal and
43. remediation of contaminants on the Property.

44. (Check one.)

45. [ ] The Property has been remediated according to the Department of Health Guidelines. Attached is a copy
46. of the contractor's verification that the work was completed according to the Department of Health Guidelines;
47. or

48. [ ] Other (explain):

49.

50. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE
51. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.

52. SELLER'S STATEMENT:

53. (To be signed at time of listing.)

54. Seller(s) hereby states that the representations as stated above are true and accurate and authorizes any licensee(s)
55. representing or assisting any party(ies) in this transaction to provide a copy of this Statement to any person or entity
56. in connection with any actual or anticipated sale of the Property.

57. [Signature: Malcolm H. Berg] (Seller) [Date] [Signature: Dawn E. Berg] (Seller) [Date]

58. BUYER'S ACKNOWLEDGEMENT:

59. (To be signed at time of purchase agreement.)

60. I/We, the Buyer(s) of the Property, acknowledge receipt of this Statement and agree that no representations regarding
61. methamphetamine production on the Property have been made other than those made above.

62. [Signature] (Buyer) [Date] [Signature] (Buyer) [Date]

63. SELLER'S ACKNOWLEDGEMENT:

64. (To be signed at time of purchase agreement.)

65. AS OF THE DATE BELOW, I/we, the Seller(s) of the Property, state that the representations stated above are the
66. same, except for changes as indicated below.

67.
68.
69.
70.
71.
72.

73. [Signature] (Seller) [Date] [Signature] (Seller) [Date]

74. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER.



### LOCATION MAP

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1. Page \_\_\_\_\_ of \_\_\_\_\_ pages

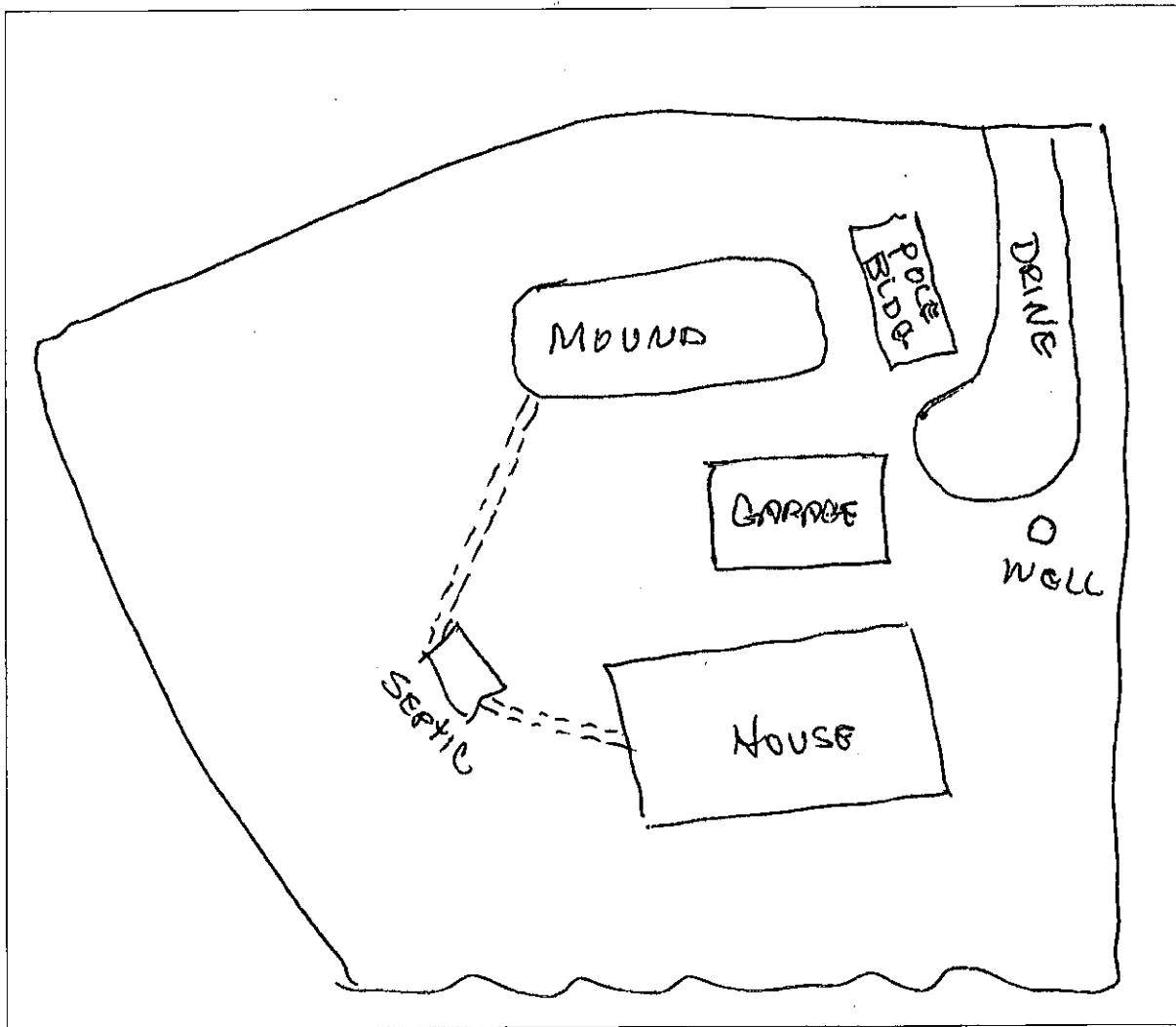
2. Please use the space below to sketch the real property being sold and, to Seller's knowledge, the approximate location of any of the following on the property.

4.  SUBSURFACE SEWAGE TREATMENT SYSTEM  WELL  METHAMPHETAMINE PRODUCTION AREA  
(Check all that apply.)

5. Include approximate distances from fixed reference points such as streets, buildings and landmarks.

6. Property located at 2357 RETREAT LODGE RD

7. \_\_\_\_\_



8. ATTACH ADDITIONAL SHEETS AS NEEDED.

9. Seller and Buyer initial: \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

10. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

11. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER

**Individual Sewage Treatment System  
Certificate of Compliance  
Existing System**

**Site:** MALCOLM BERG  
2357 RETREAT LODGE RD  
**Address:** COOK MN 55723

BERG MALCOLM ETAL  
2357 RETREAT LODGE ROAD  
COOK MN 55723

**Permit Number** 4280  
**Date of** 06/21/1999  
**Date of Issue:** 09/01/2011  
**Date of Inspection** 08/23/2011  
**Parcel Code** 387-35-4812  
**Township:** UNORGANIZED TWP (6317)  
**Inspector:**  
Viitas Excavating, Inc

**Legal Description:**

PART OF G.L.5 COMM 721.27 FT S OF NW COROF LOT THENCE S56DEG41'31"E 80 FT TO PTOF BEG THENCE CONT ON SAME BEARING 329.29 FT THENCE N36DEG17'51"E 173.20 FT THENCE N57DEG59'30"W 98.25 FT THENCE S87DEG

The system was sized for a Single Family Dwelling with 3 Bedrooms.

The permit was granted for:

**A New Standard System**

**ONE 1,000 Gallon Septic Tank(s) and ONE 500 Gallon Pump Chamber(s)**

**System consists of a Pressure Mound with a 10 Foot by 80 Foot Rockbed and 36 Inches of Approved Sand under Rockbed**

System is issued a Certificate of Compliance

Comments:

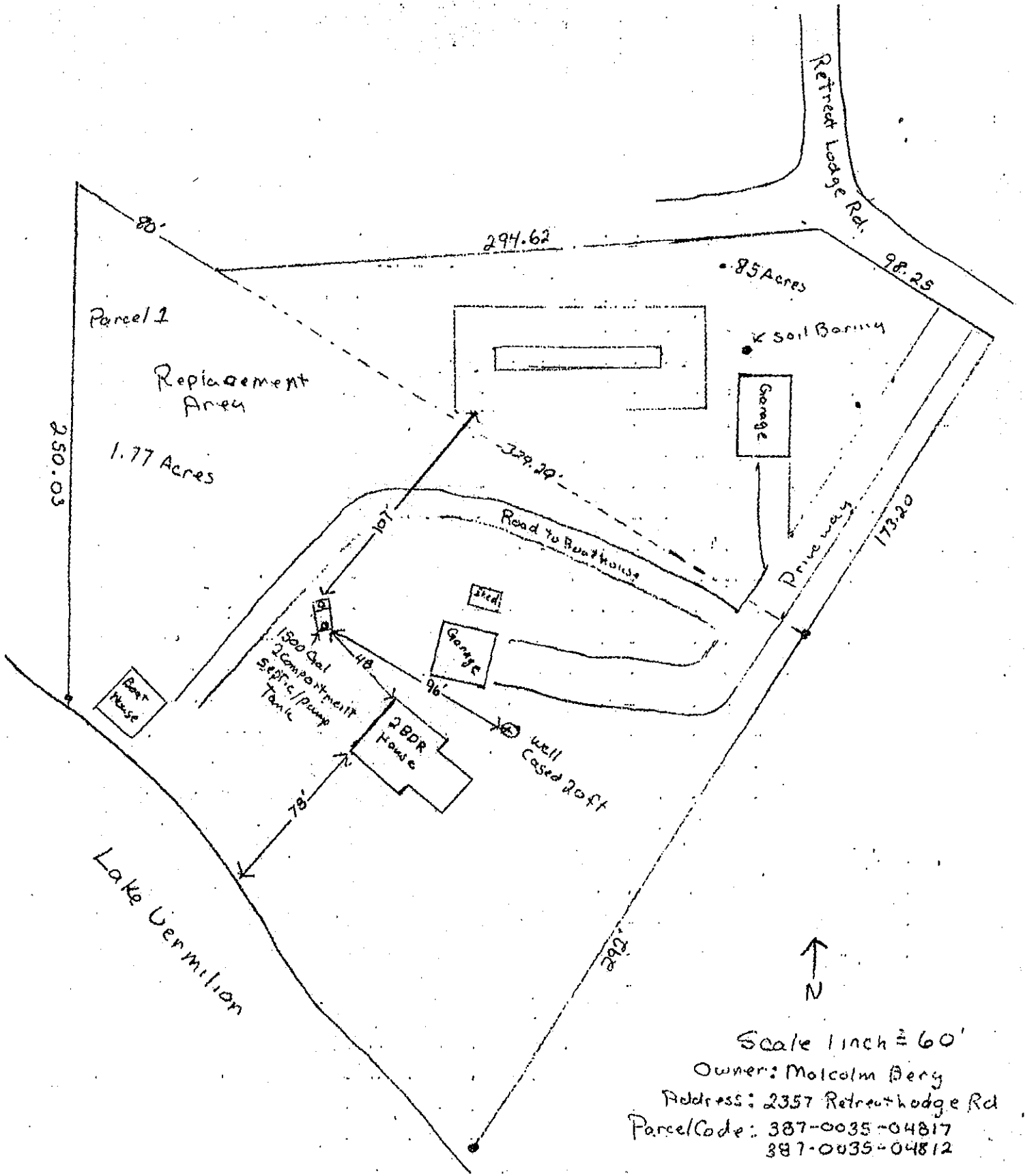
**DISCLAIMER: St. Louis County issues Certificates of Compliance as part of its discretionary activities on behalf of the public. St. Louis County disavows and assumes no liability for damages to person or property in any manner or form resulting from the issuance of this Certificate of Compliance. St. Louis County cannot and does not guarantee the successful operation of the system.**

**This Certificate of Compliance is valid for three years unless the system fails and becomes a public health hazard or nuisance.**

By: \_\_\_\_\_

MIKE KOLB 218-749-0632

St. Louis County Environmental Services  
Northland Office Center - Suite 115  
307 First Street South  
Virginia, MN 55792



LAKE COUNTRY POWER

CONSUMPTION HISTORY REPORT

09/07/2011 9:23:51 am

Page: 1

ACCOUNT NAME SERVICE ADDRESS  
 4264100 MALCOLM G BERG 2357 RETREAT LODGE RD

BILLING PERIOD	REV	KWH
Jun-08	169.14	1533
Jul-08	129.13	922
Aug-08	128.45	908
Sep-08	117.62	971
Oct-08	150.92	1599
Nov-08	327.98	4525
Dec-08	526.95	6410
Jan-09	422.29	5538
Feb-09	298.04	3911
Mar-09	265.98	3336
Apr-09	258.00	2942
May-09	192.00	2121
Jun-09	143.00	1161
Jul-09	163.00	1256
Aug-09	120.00	822
Sep-09	111.29	853
Oct-09	212.61	2441
Nov-09	217.89	2849
Dec-09	209.83	3279
Jan-10	216.82	3587
Feb-10	190.52	3014
Mar-10	117.66	1552
Apr-10	140.17	1617
May-10	145.86	1426
Jun-10	172.15	1306
Jul-10	139.64	904
Aug-10	147.30	968
Sep-10	151.00	1357
Oct-10	160.00	1670
Nov-10	111.00	1314
Dec-10	176.00	2700
Jan-11	202.00	3252
Feb-11	177.00	2746
Mar-11	157.00	2346
Apr-11	87.00	973
May-11	158.00	1620

Family  
 staying

They pay \$150/month (averaging)  
 House kept at 50°

LAKE COUNTRY POWER

CONSUMPTION HISTORY REPORT

09/07/2011 9:23:51 am

Page: 2

ACCOUNT	NAME	SERVICE ADDRESS
	Jan-11	180.00
	Jul-11	147.00
	Aug-11	145.00
TOTAL REVENUE AND CONSUMPTION:		\$ 7,285.24
		82,904

25109

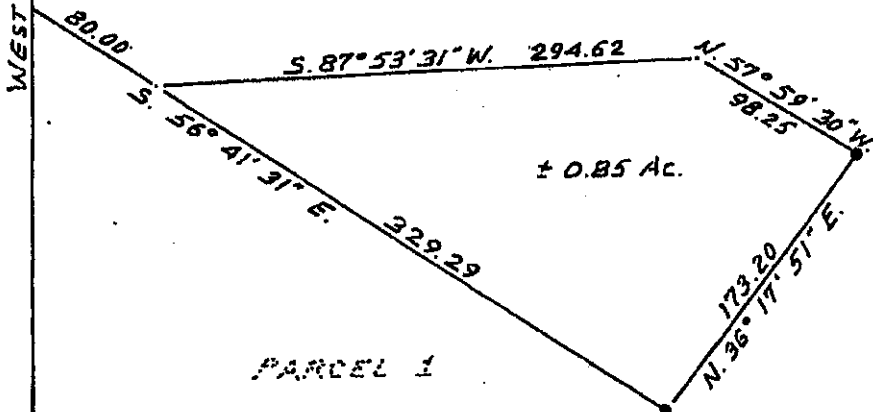
/pre/pt/custom/cis/EA\_CONSUMPTION\_25109.xml.rpt

ds

WEST 1/4 Cor. Sec. 35

N.W. Cor.  
G.L. 5

WEST BDRY G.L. 5  
721.27  
N. 00° 13' 50" E



± 0.85 Ac.

PARCEL 1

ALUM CAP  
M.C.

**PARCEL SURVEY**  
 IN G.L. 5 SEC. 35 63-17  
 SCALE: 1" = 100' AUG. 1990  
 SURVEYING SERVICES INC.

EXHIBIT "A"

## LEGAL DESCRIPTION

That part of Government Lot 5, Section 35, Township 63 North, Range 17 West, of the Fourth Principal Meridian, Saint Louis County, Minnesota described as follows:

Assuming the West Line of said Government Lot 5 to bear North  $00^{\circ} 13' 50''$  East and from the North West Corner of said Government Lot 5, run South  $00^{\circ} 13' 50''$  West, a distance of 721.27 feet; thence South  $56^{\circ} 41' 31''$  East, a distance of 80.00 feet, to the POINT OF BEGINNING.

Thence continue South  $56^{\circ} 41' 31''$  East, a distance of 329.29 feet; thence North  $36^{\circ} 17' 51''$  East, a distance of 173.20 feet; thence North  $57^{\circ} 59' 30''$  West, a distance of 98.25 feet; thence South  $87^{\circ} 53' 31''$  West, a distance of 294.62 feet to the POINT OF BEGINNING.

Grantors also assign to grantees and their heirs and assigns, in common with grantors, all easements and access rights of way over the existing private roads to provide access to the public road. Such easement shall be permanent and apply to the benefit of the property herein conveyed, but may not be assigned by grantees or grantees' heirs and assigns to benefit other property.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that part of Government Lot 5, Section 35, Township 63 North of Range 17 West of the Fourth Principal Meridian, described as follows: Assuming the West boundary of said Government Lot 5 to lie North 00 degrees 13'50" East from the Northwest corner of said Government Lot 5, run South 00 degrees 13'50" West along said West boundary 721.27 feet to the point of beginning; thence run South 56 degrees 41'31" East, 409.29 feet; thence South 32 degrees 46'05" West 300 feet more or less to the shore of Lake Vermilion; thence Northwesterly along the shoreline 300 feet more or less to the West boundary of said Government Lot 5; thence North 00 degrees 13' 50" East along said West boundary 255 feet more or less back to the point of beginning, according to the United States Government Survey thereof, situated in the County of St. Louis, State of Minnesota;

SUBJECT to previous mineral reservations of record, if any;  
SUBJECT to easements, restrictions and reservations of record, if any.