

**DISCLOSURE STATEMENT:
VACANT LAND**

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1. Date _____
2. Page 1 of _____ pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED HERETO AND
4. MADE A PART HEREOF

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

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

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

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

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

24. **INSTRUCTIONS TO BUYER:** Buyers are encouraged to thoroughly inspect the land personally or have it inspected
25. by a third party, and to inquire about any specific areas of concern. **NOTE:** If Seller answers "NO" to any of the questions
26. listed below, it does not necessarily mean that it does not exist on the land, did not occur, or does not apply. NO may
27. mean that Seller is unaware.

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

32. Land location or identification _____,
(Address./Section/Township/Range)

33. PID # _____, Legal Description _____,

34. City or Township of _____, County of _____, State of Minnesota.

35. **A. GENERAL INFORMATION:** The following questions are to be answered to the best of Seller's knowledge.

36. (1) What date _____ did you acquire the land?

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

38. Location of Abstract: _____

39. Is there an existing Owner's Title Insurance Policy? Yes No

40. (3) Are you in possession of prior vacant land disclosure statement(s)?
41. (If "Yes," please attach if in your possession.) Yes No

42. (4) Are there any current or past Phase I, Phase II or Phase III Environmental Site
43. Assessment(s)? (If "Yes," please attach if in your possession.) Yes No

44. (5) Access (where/type): _____

45. Is access (legal and physical) other than by direct frontage on a public road? Yes No

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

48. Property located at _____.
49. (6) Has the land been surveyed? Yes No
50. Year surveyed: _____
51. What company/person performed the survey? _____
52. Name: _____ Address: _____ Phone: _____
53. (7) Is this platted land? Yes No
54. If "Yes,"
55. has the plat been recorded? Yes No
56. do you have a certificate of survey in your possession? Yes No
57. If "Yes," who completed the survey? _____ When? _____
58. (8) Are there any property markers on the land? Yes No
59. If "Yes," give details: _____
60. _____
61. (9) Is the land located on a public or private road? Public Private Public: no maintenance
62. (10) Are there any private or non-dedicated roadways that you are responsible for? Yes No
63. (11) Are there any rivers, lakes, ponds, creeks, streams or springs running
64. through the land or along a boundary line? Yes No
65. (12) Flood Insurance: All properties in the state of Minnesota have been assigned a flood zone designation.
66. Some flood zones may require flood insurance.
67. (a) Do you know which zone the property is located in? Yes No
68. If "Yes," which zone? _____
69. (b) Have you ever had a flood insurance policy? Yes No
70. If "Yes," is the policy in force? Yes No
71. If "Yes," what is the annual premium? \$ _____
72. If "Yes," who is the insurance carrier? _____
73. (c) Have you ever had a claim with a flood insurance carrier or FEMA? Yes No
74. If "Yes," please explain: _____
75. _____
76. **NOTE:** Whether or not Seller currently carries flood insurance, it may be required in the future. Flood
77. insurance premiums are increasing, and in some cases will rise by a substantial amount over the premiums
78. previously charged for flood insurance for the property. As a result, Buyer should not rely on the premiums
79. paid for flood insurance on this property previously as an indication of the premiums that will apply after
80. Buyer completes their purchase.
81. (13) Is the land located in a drainage district, County or Judicial Drainage System? Yes No
82. (14) Is the land drain tiled? Yes No
83. (15) Is there a private drainage system on the land? Yes No
84. (16) Is the land located within a government designated disaster evacuation zone
85. (e.g., nuclear facility, hazardous chemical facility, hazardous waste facility)? Yes No

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

88. Property located at _____.

89. (17) Are there encroachments? Yes No

90. (18) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

91. _____

92. _____

93. **B. GENERAL CONDITION:** The following questions are to be answered to the best of Seller's knowledge.

94. (1) Are there any structures, improvements or emblements (e.g., crops) included
95. in the sale? Yes No

96. If "Yes," list all items: _____

97. _____

98. _____

99. _____

100. (2) Are there any abandoned or junk motor vehicles, equipment of any kind, or debris
101. included in the sale? Yes No

102. If "Yes," list all items: _____

103. _____

104. (3) Are there any drainage issues, flooding or conditions conducive to flooding? Yes No

105. (4) Has there been any damage by wind, fire, flood, hail or other cause(s)? Yes No

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

107. _____

108. (5) Were there any previous structures on the land? Yes No

109. (6) Are there any settling, erosion or soil movement problems on or affecting the land? Yes No

110. (7) Are there any gravel pits, caves, sink holes, or mineshafts on or affecting the land? Yes No

111. (8) For any questions in Section B answered "Yes," please explain: _____

112. _____

113. _____

114. **C. USE RESTRICTIONS:** The following questions are to be answered to the best of Seller's knowledge.

115. (1) Do any of the following types of covenants, conditions, reservations of rights or use, or restrictions affect the
116. use or future resale of the land?

117. (a) Are there easements, other than utility or drainage easements? Yes No

118. (b) Are there any public or private use paths or roadway rights of way/
119. easement(s)? Yes No

120. (c) Are there any ongoing financial maintenance or other obligations related to
121. the land that the buyer will be responsible for? Yes No

122. (d) Are there any communication, power, wind, pipeline (utility or drainage)
123. or other utility rights of way/easement(s)? Yes No

134. (e) Are there any railroad or other transportation rights of way/easement(s)? Yes No

135. (f) Is there subdivision or other recorded covenants, conditions or restrictions? Yes No

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

138. Property located at _____.
139. (g) Are there association requirements or restrictions? Yes No
140. (h) Is there a right of first refusal to purchase? Yes No
141. (i) Is the land within the boundaries of a Native American reservation? Yes No
142. (j) Are there any Department of Natural Resources restrictions? Yes No
143. (k) Is the land located in a watershed district? Yes No
144. (l) Is the land enrolled in any Federal, State, or local governmental programs
145. (e.g., CREP, CRP, EQIP, WRP, Conservation programs, riparian buffers,
146. Sustainable Forest Incentive Act, etc.)? Yes No
147. (m) Are there any USDA Wetland Determinations? Yes No
148. (n) Are there any USDA Highly Erodible Land Determinations? Yes No
149. (o) Are there any conservation practices installed (e.g., terracing, waterways,
150. control structures)? Yes No
151. (p) Are there any Federal or State listed species? Plants Animals Yes No
152. (q) Are there any third parties which have an interest in the mineral rights? Yes No
153. (r) Is there any forfeiture or transfer of rights (e.g., mineral, timber,
154. development, etc.) Yes No
155. (s) Are there any historical registry restrictions? Yes No
156. (t) If any of the questions in Section C(1) are answered "Yes," please provide written copies of these
157. covenants, conditions, reservations or restrictions if in your possession: _____
158. _____
159. _____
160. (2) Have you ever received notice from any person or authority as to any breach of any of these covenants,
161. conditions, reservations or restrictions? Yes No
162. If "Yes," please explain: _____
163. _____
164. _____
165. (3) Is the land currently rented? Yes No
166. If "Yes," is there a written lease? Yes No
167. If "Yes," please provide a copy of the lease if in your possession or provide information:
168. Lease start date: _____
169. Lease end date: _____
170. Number of acres leased: _____
171. Price/acre: _____
172. Terms of lease: _____
173. Renter's name: _____ Phone number: _____
174. May the renter be contacted for information on the land? Yes No
175. (4) Is woodland leased for recreational purposes? Yes No
176. (5) Has a timber cruise been completed on woodland? Yes No

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

179. Property located at _____.

180. (6) Has timber been harvested in past 25 years? Yes No

181. If "Yes," what species was harvested? _____

182. Was harvest monitored by a registered forester? Yes No

183. (7) Are there plans for a new road, expansion of an existing road, airport, trail,
184. affect by railroad or other improvement that may affect this land? Yes No

185. If "Yes," please explain: _____

186. _____

187. (8) Are there any zoning violations, nonconforming uses or unusual restrictions on the
188. land that would affect future construction or remodeling? Yes No

189. **D. UTILITIES:** The following questions are to be answered to the best of Seller's knowledge.

190. (1) Have any percolation tests been performed? Yes No

191. When? _____ By whom? _____

192. Attach copies of results, if in your possession.

193. (2) Subsurface Sewage Treatment System Disclosure: (A subsurface sewage treatment system disclosure is
194. required by MN Statute 115.55.) (Check appropriate box.)

195. Seller certifies that Seller **DOES** **DOES NOT** know of a subsurface sewage treatment system on or serving
------(Check one.)-----

196. the above-described real property. (If answer is **DOES**, and the system does not require a state permit, see
197. *Disclosure Statement: Subsurface Sewage Treatment System.*)

198. There is an abandoned subsurface sewage treatment system on the above-described real property.
199. (*See Disclosure Statement: Subsurface Sewage Treatment System.*)

200. (3) Private Well Disclosure: (A well disclosure and Certificate are required by MN Statute 103I.235.)
201. (*Check appropriate box.*)

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

203. Seller certifies there are one or more wells located on the above-described real property.
204. (*See Disclosure Statement: Well.*)

205. Are there any wells serving the above-described property that are not located on the
206. land? Yes No

207. If "Yes":

208. (1) How many properties or residences does the shared well serve? _____

209. (2) Is there a maintenance agreement for the shared well? Yes No

210. If "Yes," what is the annual maintenance fee? \$ _____

211. Is the land in a Special Well Construction Area? Yes No

212. (4) Are any of the following presently existing within the land:

213. (a) connection to public water? Yes No

214. (b) connection to public sewer? Yes No

215. (c) connection to private water system off-property? Yes No

216. (d) connection to electric utility? Yes No

217. (e) connection to pipelines (natural gas, petroleum, other)? Yes No

218. (f) connection to communication, power or utility lines? Yes No

219. (g) connection to telephone? Yes No

220. (h) connection to fiber optic? Yes No

221. (i) connection to cable? Yes No

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

224. Property located at _____.

225. (5) Are any of the following existing at the boundary of the land:

- | | | | | |
|------|--|------------------------------|--|-----------------------------|
| 226. | (a) public water system access? | <input type="checkbox"/> Yes | | <input type="checkbox"/> No |
| 227. | (b) private water system access? | <input type="checkbox"/> Yes | | <input type="checkbox"/> No |
| 228. | (c) co-op water system access? | <input type="checkbox"/> Yes | | <input type="checkbox"/> No |
| 229. | (d) shared water system access? | <input type="checkbox"/> Yes | | <input type="checkbox"/> No |
| 230. | (e) electric service access? | <input type="checkbox"/> Yes | | <input type="checkbox"/> No |
| 231. | (f) pipeline (natural gas, petroleum, other) access? | <input type="checkbox"/> Yes | | <input type="checkbox"/> No |
| 232. | (g) communication, power or utility line access? | <input type="checkbox"/> Yes | | <input type="checkbox"/> No |
| 233. | (h) telephone access? | <input type="checkbox"/> Yes | | <input type="checkbox"/> No |
| 234. | (i) fiber optic access? | <input type="checkbox"/> Yes | | <input type="checkbox"/> No |
| 235. | (j) cable access? | <input type="checkbox"/> Yes | | <input type="checkbox"/> No |

236. **E. ENVIRONMENTAL CONCERNS:** The following questions are to be answered to the best of Seller's knowledge.

237. (1) Are there any buried storage tanks or buried debris or waste on the land? Yes No

238. If "Yes," give details: _____

239. _____

240. (2) Are there any hazardous or toxic substances or wastes in, on, or affecting the land? Yes No

241. If "Yes," give details: _____

242. _____

243. (3) Have any soil tests been performed? Yes No

244. When? _____ By whom? _____

245. Attach copies of results if in your possession.

246. (4) Are there any soil problems? Yes No

247. If "Yes," give details: _____

248. _____

249. (5) Are there any dead or diseased trees? Yes No

250. If "Yes," give details: _____

251. (6) Are there any insect/animal/pest infestations? Yes No

252. If "Yes," give details: _____

253. _____

254. (7) Are there any animal burial pits? Yes No

255. If "Yes," give details: _____

256. (8) Are there any unused wells or other potential environmental hazards (e.g., fuel or
257. chemical storage tanks, contaminated soil or water) on the land? Yes No

258. If "Yes," give details: _____

259. _____

260. (9) Did the land at one time abut or was located in close proximity to a gas station, refuse
261. disposal site, toxic substance storage site, junk yard or other pollution situation? Yes No

262. If "Yes," give details: _____

263. _____

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

266. Property located at _____.

267. (10) Is the land located in or near an agricultural zone? Yes No
268. If "Yes," the land may be subjected to normal and accepted agricultural practices and operations including,
269. but not limited to noise; dust; day and nighttime operation of farm machinery; the raising and keeping of
270. livestock; and the storage and application of manure, fertilizers, soil amendments, herbicides and pesticides
271. associated with normal agricultural operations.

272. Gardens and new tree plantings will be at least 30 feet from all surrounding property lines bordering any
273. agricultural field.

274. (11) Are there any landfills or waste disposal sites within two (2) miles of the land? Yes No
275. If "Yes," give details: _____

276. _____

277. (12) Is there any government sponsored clean-up of the land? Yes No
278. If "Yes," give details: _____

279. _____

280. (13) Are there currently, or have previously been, any orders issued on the land by any
281. governmental authority ordering the remediation of a public health nuisance
282. on the land? Yes No

283. If "Yes," Seller certifies that all orders HAVE HAVE NOT been vacated.
-----*(Check one.)*-----

284. (14) Other: _____

285. _____

286. _____

287. **F. PREFERENTIAL PROPERTY TAX TREATMENT:** Is the land subject to any preferential property tax status or any
288. other credits affecting the land (e.g., Disability, Green Acres, Rural Preserve,
289. Exclusive Ag Covenant)? Yes No

290. If "Yes," would these terminate upon the sale of the land? Yes No

291. Explain: _____

292. _____

293. **G. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
294. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
295. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

296. Seller represents that Seller IS IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,
-----*(Check one.)*-----

297. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
298. survive the closing of any transaction involving the property described herein.

299. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
300. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
301. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.

302. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
303. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
304. Revenue Code.

305. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
306. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**
307. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**
308. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**



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

311. Property located at _____.

312. **H. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

313. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

314. Seller is not aware of any methamphetamine production that has occurred on the land.

315. Seller is aware that methamphetamine production has occurred on the land.

316. (See Disclosure Statement: Methamphetamine Production.)

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

321. **J. CEMETERY ACT:** MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials
322. or cemeteries. A person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs or removes
323. human skeletal remains or human burial grounds is guilty of a felony.

324. To your knowledge, are you aware of any human remains, burials or cemeteries located
325. on the land? Yes No

326. If "Yes," please explain: _____

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

331. **K. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
332. registry and person registered with the predatory offender registry under MN Statute 243.166 may be
333. obtained by contacting the local law enforcement offices in the community where the land is located or
334. the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web
335. site at www.corr.state.mn.us.

336. **L. NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of
337. Seller's knowledge.

338. **Notices:** Seller HAS HAS NOT received a notice regarding any proposed improvement project from any
------(Check one.)-----

339. assessing authorities, the costs of which project may be assessed against the property. If "HAS," please attach
340. and/or explain: _____

341. _____

342. **Other Defects/Material Facts:** Are there any other material facts that could adversely and significantly affect an
343. ordinary buyer's use or enjoyment of the land or any intended use of the land? Yes No

344. If "Yes," explain: _____

345. _____

346. **M. ADDITIONAL COMMENTS:**

347. _____

348. _____

349. _____

350. _____

351. _____

352. _____



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

355. Property located at _____.

356. N. MN STATUTES 513.52 THROUGH 513.60:

357. Exceptions

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

- 359. (1) real property that is not residential real property;
- 360. (2) a gratuitous transfer;
- 361. (3) a transfer pursuant to a court order;
- 362. (4) a transfer to a government or governmental agency;
- 363. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 364. (6) a transfer to heirs or devisees of a decedent;
- 365. (7) a transfer from a cotenant to one or more other co-tenants;
- 366. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
- 367. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
- 369. (10) a transfer of newly constructed residential property that has not been inhabited;
- 370. (11) an option to purchase a unit in a common interest community, until exercised;
- 371. (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);
- 372. (13) a transfer to a tenant who is in possession of the residential real property; or
- 373. (14) a transfer of special declarant rights under section 515B.3-104.

375. Waiver

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

379. No Duty to Disclose

- 380. A. There is no duty to disclose the fact that the property
 - 381. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human
 - 382. Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
 - 383. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
 - 384. (3) is located in a neighborhood containing any adult family home, community-based residential facility
 - 385. or nursing home.
- 386. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to
387. register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a
388. timely manner, provides a written notice that information about the predatory offender registry and persons
389. registered with the registry may be obtained by contacting the local law enforcement agency where the
390. property is located or the Department of Corrections.
- 391. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs
392. A and B for property that is not residential property.
- 393. D. **Inspections.**
 - 394. (1) Except as provided in paragraph (ii), Seller is not required to disclose information relating to the real
395. property if a written report that discloses the information has been prepared by a qualified third party
396. and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means
397. a federal, state or local governmental agency, or any person whom Seller or prospective buyer reasonably
398. believes has the expertise necessary to meet the industry standards of practice for the type of inspection
399. or investigation that has been conducted by the third party in order to prepare the written report.
 - 400. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any
401. information included in a written report under paragraph (i) if a copy of the report is provided to Seller.

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

404. Property located at TBD Meyer Rd, Brainerd - Crow, Fort Ripley, 0433214, SENE

405. O. SELLER'S STATEMENT:

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

407. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s)
408. representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to
409. any person or entity in connection with any actual or anticipated sale of the property. A seller may provide this
410. Disclosure Statement to a real estate licensee representing or assisting a prospective buyer. The Disclosure
411. Statement provided to the real estate licensee representing or assisting a prospective buyer is considered to have
412. been provided to the prospective buyer. If this Disclosure Statement is provided to the real estate licensee
413. representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective
414. buyer.

415. Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed
416. herein (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's
417. use or enjoyment of the property or any intended use of the property that occur up to the time of closing.
418. To disclose new or changed facts, please use the *Amendment to Disclosure Statement* form.

419. Ed Patrias 3/7/16 _____
(Seller) Ed Patrias, Potlatch Regional RE Mgr (Date) (Seller) (Date)

420. P. BUYER'S ACKNOWLEDGEMENT:

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

422. I/We, the Buyer(s) of the property, acknowledge receipt of this *Disclosure Statement: Vacant Land* and agree
423. that no representations regarding facts have been made other than those made above. This Disclosure Statement
424. is not a warranty or guarantee of any kind by Seller or licensee representing or assisting any party in the transaction
425. and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

426. The information disclosed is given to the best of Seller's knowledge.

427. _____
(Buyer) (Date) (Buyer) (Date)

428. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HEREIN AND ARE
429. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.

No delinquent taxes and transfers entered
this 1 day of Dec 2015

Deborah A. Erickson
County Auditor/Treasurer, By AC

610141400000009 PT

RETURN TO LARSON ABSTRACT
70 1ST AVE SE FEE: \$46.00
LITTLE FALLS, MN 56345-3042 PAGES: 5

RETURN TO Larson Abstract
EASEMENT # 18-05-15-04

LSOHC ACUB/RIM Reserve Easement (06/14)

PERPETUAL ARMY COMPATIBLE USE BUFFER CONSERVATION EASEMENT
STATE OF MINNESOTA, BOARD OF WATER AND SOIL RESOURCES

This conservation easement, hereinafter referred to as "Easement", is made this 13th day of November 2015
between Potlatch Lake States Timberlands, LLC
hereinafter collectively referred to as "Grantors", and the State of Minnesota, by and through the Board of Water and Soil Resources, hereinafter referred to as the
"State".

WITNESSETH

WHEREAS, Minn. Stat. Sec. 103F.501 et. seq., Minn. Statutes 84.95 and 84C, and Minn. Stat. Sec. 103B.101, subd. 9, authorize the State to acquire conservation easements on lands to preserve open space consistent with Camp Ripley's Army Compatible Use Buffer (ACUB) Project; AND

WHEREAS, the State is authorized to establish conservation practices to protect soil and water quality and to enhance fish and wildlife habitat on conservation easements; AND

WHEREAS, the State has entered into an agreement with the U.S. National Guard Bureau to secure easements in the ACUB Project priority areas; AND

WHEREAS, the Grantors are the owners of eligible lands within the ACUB project priority area, and desire to convey such lands as a perpetual ACUB conservation easement to the State of Minnesota.

NOW, THEREFORE, the Grantors, for themselves, their heirs, successors and assigns, in consideration of the sum of _____
Thirty Thousand Two Hundred Ninety-seven and 84/100 DOLLARS
(\$ 30,297.84), do hereby grant, convey and warrant to the State, its successors and assigns, forever, a perpetual easement in accordance with the terms and conditions as hereafter set forth in Minn. Stat. Sec. 103F.501 et. seq. and Minn. Stat. Sec. 103B.101, subd. 9 and all rules adopted thereto, over and upon the following described land situated in the County of Crow Wing State of Minnesota, to-wit:

LEGAL DESCRIPTION PERTAINING HERE TO IS FOUND, OR REFERRED TO, IN:

The Easement covers only that portion of the parcel delineated as the "EASEMENT AREA" identified on Exhibit "A", which is attached hereto and incorporated herein. The easement area consists of a total of 34.6 acres, of which 0.0 acres are not monetarily compensated but are subject to the terms of the Easement.

No rights are granted to the general public for access to or entry upon the lands described herein.

FURTHER, the Grantors represent and warrant that there are no hazardous substances pollutants or contaminants in or on the easement area, and that the Grantors, their heirs, successors or assigns shall not place any toxic or hazardous substances, pollutants or contaminants in or on the easement area.

FURTHER, the Grantors, their heirs, successors and assigns warrant the perpetual right to access and an ingress and egress route to the easement area from a public road to allow authorized agents of the State to enter upon the easement area for the purpose of inspection and enforcement of this Easement. Access route can utilize existing driveways, field roads, etc.

FURTHER, the Grantors, for themselves, their heirs, successors and assigns warrant that they:

1. Shall establish and maintain vegetative cover and structural practices in accordance with the Conservation Plan on file at the local Soil and Water Conservation District (SWCD) or at the State. Conservation Plan maintenance includes any necessary replanting of vegetative cover and repair of structures. Any amendment to the Conservation Plan shall be mutually agreed to by the landowner, the SWCD and the State.
2. Shall perpetually allow for the legal manipulation of existing drainage systems and other land alterations on the easement area that are associated with establishing and managing wetland practices identified in the Conservation Plan. Water levels will be managed and controlled only by the State or its authorized agents.
3. Shall not produce agricultural crops on the easement area, except as provided in the Conservation Plan approved by the State for wildlife management purposes. Interim land uses established prior to the recording of this Conservation Easement and in accordance with the Conservation Easement Agreement, may be continued until the end of the current growing season of the year this Easement is recorded, without violating this Easement.
4. Shall not remove or harvest any trees on the easement area, except as provided in the state approved Conservation Plan for forest management and wildlife habitat improvement purposes.
5. Shall not graze livestock on the easement area unless specifically approved by the State as part of a prescribed grazing plan. Farmed cervidae are considered livestock and not wild animals for purposes of this easement. Interim grazing land use established in accordance with the Agreement for Conservation Easement and terminated within 60 days of the recording date of this Easement will not be a violation of this Easement.
6. Shall not use any wetlands restored under the RIM Reserve or PWP programs to mitigate other wetland losses.
7. Shall operate and maintain all lands in a manner that will be compatible with the mission of military operations at Camp Ripley.
8. Shall allow the underlying land subject to this easement to be subdivided only for the purpose of establishing smaller parcels of land in agricultural use or to accommodate the construction of permitted dwellings on 1 excluded building sites such that only one dwelling can be built on each excluded building site and only with the written approval of the Board.

[Note: The number of parcels above will equal the number of building site exclusions planned in the original easement.]

9. Shall not use the underlying land subject to this Easement to satisfy land area requirements for other property not subject to this Easement for purposes of calculating building density, lot coverage, open space, or natural resource use or extraction under otherwise applicable laws, regulations, or ordinances controlling land use, except as necessary to meet minimum lot size such that only one dwelling can be built on an excluded building site.
10. Shall not undertake any residential, industrial, or commercial development projects within the easement area. Normal maintenance and upgrades to existing structures shall be permitted, as well as construction of outbuildings that compliment and support the existing use as a single landowner occupied farming operation.
11. Shall not place any materials, substances or objects, nor erect or construct any type of structure, temporary or permanent, on the easement area, except as provided in the Conservation Plan except as provided in paragraph 8 above.
12. Shall not hold the State or the National Guard Bureau responsible for any negative impact on production, health or overall well-being of any present or future livestock.
13. Shall not use the property for dumping, storage, processing or landfill of solid or hazardous wastes, including municipal sewage sludge and/or bio-solids application.
14. Shall not extract or mine any gravel, rock, topsoil or minerals from the site by surface or subsurface mining.
15. Shall not appropriate water from any existing or restored wetlands within the easement area unless obtaining the prior written consent of the State and all necessary governmental permits.
16. Shall be responsible for weed control by complying with noxious weed control laws and emergency control of pests necessary to protect the public health on the easement area.
17. Shall not alter wildlife habitat, natural features, or other management practices on the easement area as described in the Conservation/Management Plan, without the prior written approval of the State.
18. Shall be responsible for the restoration of the easement area to the condition described in the Conservation/Management Plan after any lawful installation, repair, improvement or inspection necessary to maintain a public or legal private drainage system or public utility system.
19. Shall notify the State in writing of the names and addresses of the new owners within 30 days after the conveyance of all or part of the title or interest in the land described herein.
20. Shall pay when due all taxes and assessments, if any, that may be levied against the easement area.
21. Shall undertake the protection and management of the easement area in accordance with the conditions set forth in this Easement.
22. Other provisions: None.

FURTHER, the following rights are conveyed to Grantee:

1. to monitor and enforce the terms of this Easement that are intended to preserve and protect the agricultural and forestry viability of the Property;
2. to monitor and enforce the terms of this Easement that are intended to preserve and protect the Conservation Values of the Property;
3. to enter the Property at reasonable times to monitor the terms of this Easement; and
4. to enforce the terms of this Easement to prevent any activity or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of areas or features that may be damaged by any inconsistent activity or use.

FURTHER, this Easement shall be enforceable by the State as provided in Minn. Stat. Sec. 103F.515, Subd. 9, Minn. Stat. Sec. 84C.03, and/or by such other relief as may be authorized by law. Any ambiguities in this Easement shall be construed in a manner which best effectuates the purposes of limiting development, protecting soil, improving water quality, and enhancing fish and wildlife habitat.

FURTHER, if Grantee fails to carry out its duties under this Easement, the United States shall have the same rights as the Grantee. Should Grantee, its successors or assigns allow the Property to be used for a purpose inconsistent with this Easement, its terms and conditions and in a manner inconsistent with the mission of Camp Ripley, the Secretary of the Army, through an authorized official, shall, at his discretion, in accordance with the requirements of 10 U.S.C. 2684a(d)(4) have the right to demand the transfer of this easement to the United States, or a third party nonprofit corporation organized and existing under the laws of Minnesota, as a tax exempt public charity under Section 501(c)(3) and 509(a)(2) of the Internal Revenue Code, qualified under Section 170(h) of the Internal Revenue Code to receive qualified conservation contributions and also meeting the definition of an eligible entity under 10 U.S.C. 2684a(b). Should such a transfer occur, the purposes, terms and conditions of this easement shall continue to run with the land and be binding on the United States or other transferee.

FURTHER, THE GRANTORS OF THIS CONSERVATION EASEMENT, FOR THEMSELVES, COVENANT that they shall not convert to agricultural crop production or pasture any other land, owned or leased as part of the same farm operation at the time of application, if said land supports native vegetation and has not been used in agricultural crop production.

IN WITNESS WHEREOF, the Grantors have caused this Easement to be duly executed.

GRANTOR(S) SIGNATURE(S) AND ACKNOWLEDGMENT
Potlatch Lake States Timberlands, LLC



 William R. DeReu, Vice President

STATE OF _____ }
 COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 20____

by Do Not Notarize Here. See attached Acknowledgement for Corporation/Partnership.
 (Notary Stamp or Seal)

Notary Signature _____

Commission expires on _____

Instrument Drafted By: Board of Water and Soil Resources
 520 Lafayette Rd.
 St. Paul, MN 55155

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT PROGRAM

ACKNOWLEDGMENT FOR CORPORATION/PARTNERSHIP

STATE OF Washington)
)
COUNTY OF Spoکانه)

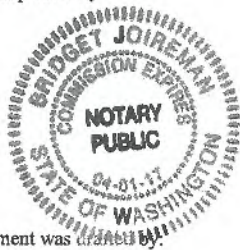
The attached Board of Water and Soil Resources Conservation Easement Program document was
acknowledged before me this 13 day of November, 2015.

by William R. DeReu, Vice President of
(Name of Officer and Title)

Potlatch Lake States Timberlands, LLC, a Corporation
(Name of Partnership/Corporation)

under the laws of Minnesota, on behalf of the Corporation

(Notary Stamp or Seal)



Bridget Joireman
(Signature of Notary)

4-1-17
(Date my commission expires)

This instrument was ~~dated~~
State of Minnesota
Board of Water and Soil Resources
520 Lafayette Rd.
St. Paul, MN 55155

Easement Number 18-05-15-04

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
LEGAL DESCRIPTION

This is not a legal survey and not intended for use as a survey plat.

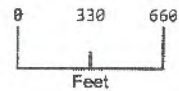
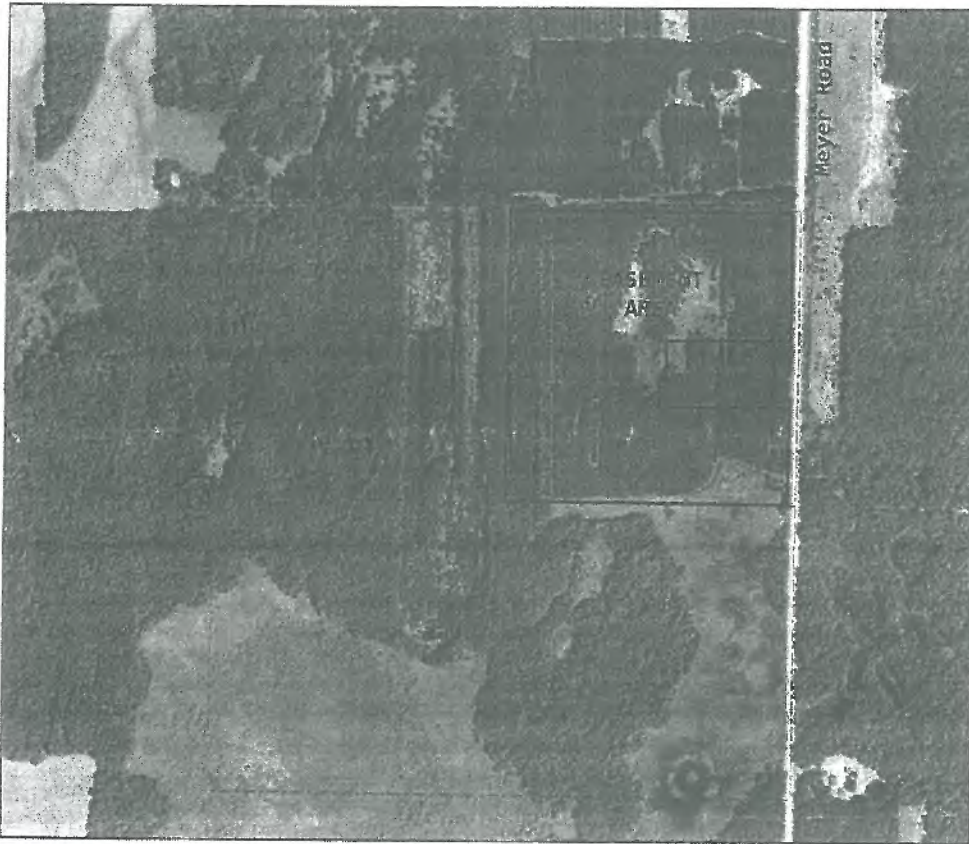
U That part of the SE1/4 of the NE1/4 lying Southerly of the Northerly 16.5 feet of Section 14, T. 43 N., R 32 W., lying Westerly of the Meyer Road right-of-way, EXCEPTING therefrom the East 600 feet of the North 300 feet of the South 730 feet thereof, and shown as the "Easement Area" on the Exhibit 'A' attached to and made a part of this Conservation Easement.



STATE OF MINNESOTA
BOARD OF WATER & SOIL RESOURCES
CONSERVATION EASEMENT
EXHIBIT 'A'

This map delineates the easement area(s) referred to in the attached easement conveyance. *This is not a legal survey, and not intended for use as a survey plat.*





Section: 14 T. 43 N., R. 32 W., Crow Wing County



Prepared by:
Board of Water and Soil Resources

Dated:
Sep 09 2015

Legend

-  Center of Section
-  Easement Boundary
-  Lands not Included in Easement
-  Section/Quarter/Sixteenth Line