

## **PURCHASE AND SALE AGREEMENT**

**THIS AGREEMENT** is made between City of Marshall, a Minnesota municipal corporation (“Seller”), and Minnesota Municipal Utilities Association, a Minnesota nonprofit corporation (“Buyer”), as of the latest date this Agreement is executed by either Buyer or Seller as set out on the signature page hereof (“Effective Date”).

**FOR VALUABLE CONSIDERATION**, Seller and Buyer agree as follows:

1. **Sale of Property.** Seller shall sell to Buyer, and Buyer shall purchase from Seller, the real property located in Lyon County, Minnesota, described on the attached **Exhibit A** and depicted on the attached **Exhibit B**, together with the buildings and improvements thereon and all easements and rights benefiting or appurtenant thereto (collectively, the “Property”).
2. **Purchase Price.** The total purchase price (the “Purchase Price”) for the Property is Seventeen Thousand Eight Hundred Seventy Dollars (\$17,870.00), calculated at \$1,000.00 per acre of land. Buyer shall pay the Purchase Price to Seller as follows:
  - 2.1 **Earnest Money.** Upon execution of this Agreement, Buyer shall tender the total sum of One Thousand and No/100 Dollars (\$1,000.00) as earnest money (the “Earnest Money”). The Earnest Money shall be held by Title & Abstract Services in Marshall, Minnesota (the “Title Company”) as escrow agent. The Earnest Money shall be held in trust and be applied to the Purchase Price at the closing of the purchase and sale contemplated by this Agreement (the “Closing”). Except as otherwise provided in this Agreement, Seller will be entitled to retain the Earnest Money should Closing not occur.
  - 2.2 **Closing Payment.** The balance of the Purchase Price, being the difference between the Purchase Price and the Earnest Money (the “Closing Payment”), shall be paid by Buyer in cash or by wire transfer of U.S. funds to be received by the Title Company on or before 2:00 p.m. on the date of Closing. All cash payments by Buyer will be in the form of certified checks. The Closing Payment shall be increased or decreased by the net of the closing adjustments and prorations as set forth in this Agreement.
3. **Closing.** The Closing shall occur on the date (the “Closing Date”) which is 90 days after the Effective Date or such other date as Buyer and Seller shall mutually agree. The Closing shall take place at the offices of the Title Company. Seller agrees to deliver possession of the Property to Buyer on the Closing Date. At either party’s option the Closing may be conducted by mail with appropriate written escrow instructions to the title company serving as closing agent.
4. **Title Review.** Following execution of this Agreement, Seller will provide a commitment for an owner’s policy of title insurance (the “Title Commitment”) issued by the Title Company. The Title Commitment will be for an amount of coverage equal to the Purchase Price. A copy of each instrument listed as an exception to title will be included

with the Title Commitment. Seller will also provide Buyer with a copy of a land title survey of the Property (the "Survey") made by a registered land surveyor and certified to Buyer and the Title Company showing the location of all easements, buildings, improvements and encroachments and conforming to the current national standards adopted by American Land Title Association and National Society of Professional Surveyors. Buyer will be allowed five business days after receipt of the Title Commitment and Survey for examination of title and making any objections. Any matters Buyer does not object to within such period shall be deemed waived. If Buyer makes any such objections, Seller will be allowed 30 days in which to cure such objections and the Closing Date shall be postponed pending correction of title. If such objections are not cured by Seller or waived by Buyer within such period, either party may terminate this Agreement by written notice to the other. If this Agreement is so terminated, the Earnest Money shall be returned to Buyer and neither party shall have any further obligations under this Agreement except for obligations that expressly survive termination.

- 4.1 Subdivision. The parties acknowledge that the Property may need to be platted or subdivided by Seller to be legally conveyed. As soon as practicable, Buyer and Seller will mutually agree on the plat and any related documents being filed for record that establish the Property as a legal lot of record and separate tax parcel. Seller, with Buyer's assistance, shall complete the platting or subdivision procedure prior to Closing. If, as a result of such platting or subdivision, the legal description of the Property is required by governmental authorities to be modified, Seller, at its expense, shall cause the Title Commitment and Survey to be updated to reflect such modification. If such platting or subdivision is not completed prior to the Closing Date, Seller shall be allowed an additional sixty days to complete such procedure and the Closing Date shall be postponed pending such completion. If after such period, the platting or subdivision is not completed, then Buyer may, at its option, within ten business days after the expiration of such sixty-day period terminate this Agreement by written notice to Seller. Upon such termination, all Earnest Money will be promptly returned to Buyer and neither party will have any further obligations under this Agreement, except those obligations that expressly survive such termination.
- 4.2 Existing Lease. The parties acknowledge and agree that the existing Lease Agreement (the "Existing Lease") between the parties made as of October 1, 1999 as amended by First Amendment to Lease Agreement dated \_\_\_\_\_, 2014, is extended for the first Extended Term which commences October 1, 2019 and expires October 1, 2024. The Existing Lease shall continue in full force and effect subject to the terms thereof (including the right to extend it for a subsequent Extended Term), unless and until terminated upon acquisition of the Property on the Closing Date as provided in this Agreement. Seller and Buyer will enter into a surrender of lease (the "Surrender of Lease") at Closing terminating the Existing Lease.
- 4.3 License Agreement. Pursuant to the Existing Lease, Seller has constructed various training structures within the area identified as the "Expanded Lease

Area” shown on Exhibit C. Portions of the “Expanded Lease Area” lie on Seller’s adjacent property outside the Property being conveyed under this Agreement. Seller and Buyer will enter into a license agreement (the “License Agreement”) at Closing granting Buyer a license to keep, maintain, repair and replace such structures and add new structures on Seller’s adjacent property at such locations as Seller may approve in its reasonable discretion. Seller shall have the right in its reasonable discretion to terminate the license for any structure if Seller needs the space occupied by such structure for other purposes, and Buyer will remove the structure within 90 days of such notice. The License Agreement shall only apply to structures on Seller’s adjacent property, and not any structures located on the Property conveyed to Buyer under this Agreement.

- 4.4 Access Easement. Seller and Buyer will enter into an access easement (the “Access Easement”) at Closing granting Buyer a permanent non-exclusive easement to use the 80-foot area west of the Property for vehicular and pedestrian access to and from the Property. This Access Easement will not be necessary if Seller dedicates the 80-foot area as a public street in the subdivision or platting process.
- 4.5 Utility Easement. Seller and Buyer will enter into a utility easement (the “Utility Easement”) at Closing granting Seller a permanent non-exclusive stormwater easement in the locations shown on Exhibit B.
- 4.6 Service Road Easement. Seller and Buyer will enter into a service road easement (the “Service Road Easement”) at Closing granting Seller a permanent nonexclusive easement for a service road within the Utility Easement along the easterly boundary of the property and within any portions along the northerly boundary of the Property where the existing road on the south side of the pond encroaches into the Property as shown on the Survey.
5. Condition of Property. As soon as practicable, Seller at Seller’s expense shall provide Buyer with copies of all existing environmental and geotechnical audits, surveys, reports and other information in Seller’s possession or otherwise reasonably available to Seller describing the condition, suitability and desirability of the Property. The Disclosure Statement attached as Exhibit C and any attachments thereto set forth Seller’s disclosures as required for the sale of property in Minnesota. Seller agrees to notify Buyer in writing of any substantive changes in any information it has provided or in any such disclosures prior to Closing.
6. Inspection of Property. Buyer shall have the right at its expense to inspect the Property or have it inspected by a person of Buyer’s choice. Such inspection shall be completed by the date (the “Inspection Deadline”) which is 75 days after the Effective Date. Seller shall allow Buyer and Buyer’s agents access to the Property without charge and at all reasonable times for the purpose of Buyer’s inspection of the Property. Buyer shall pay all costs and expenses of such inspection and any testing carried out in connection therewith and shall hold Seller and the Property harmless from all costs and liabilities relating to the Buyer’s activities. Buyer shall repair and restore any damage to the

Property caused by or occurring during Buyer's inspection and testing and return the Property to substantially the same condition as existed prior to such work. In making any inspections and tests hereunder, Buyer's obligations under this Section shall survive termination of this Agreement.

7. Rescission Right. If in the course of Buyer's inspection under Section 6 Buyer identifies any issues regarding the condition, suitability or desirability of the Property, Buyer shall have three business days after the Inspection Deadline to either (1) notify Seller in writing describing the identified issues and any proposed remedies, or (2) rescind this Agreement in writing. If Buyer so notifies Seller of any such issues and within five business days after such notice the parties have not agreed in writing to a remedy for the identified issues, Buyer may within ten business days after the Inspection Deadline elect to rescind this Agreement in writing and the Closing Date shall be postponed pending expiration of such right of rescission.. If this Agreement is so rescinded, the Earnest Money shall be returned to Buyer and neither party shall have any further obligations under this Agreement except for obligations that expressly survive termination.
8. Casualty and Condemnation.
  - 8.1 Damage to Property. Buyer as tenant under the Existing Lease shall bear the risk of loss due to fire, flood or other casualty affecting the Property prior to Closing. In the event of any material loss or damage, Buyer will have the option to terminate this Agreement in writing within 30 days thereafter and the Closing Date shall be postponed pending expiration of such right of termination. If Buyer exercises such right of termination, this Agreement is deemed to be cancelled, the Earnest Money shall be returned to Buyer and neither party shall have any further obligations under this Agreement except for obligations that expressly survive termination. Such cancellation shall not affect the rights and obligations of Buyer and Seller under the Existing Lease.
  - 8.2 Condemnation. If eminent domain proceedings are threatened or commenced against all or any part of the Property prior to Closing, Seller shall give notice thereof to Buyer. Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice thereof to Seller within 30 days after Seller's notice and the Closing Date shall be postponed pending expiration of such right of termination. If Buyer exercises such right of termination, the Earnest Money shall be returned to Buyer and neither party shall have any further obligations under this Agreement except for obligations that expressly survive termination. If Buyer fails to give such notice, the parties shall proceed to Closing and Seller shall assign to Buyer all rights to appear in and receive any award from such proceedings.
9. Closing Documents.
  - 9.1 Seller's Closing Documents. On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, the "Seller's Closing Documents"):

- (a) Deed. A Warranty Deed (the “Deed”) conveying the Real Property to Buyer.
- (b) Seller’s Affidavit. An affidavit satisfactory to the Title Company that at Closing there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against Seller, no labor, services, materials, or machinery furnished to the Property for which mechanics’ liens could be filed, and no unrecorded interests known to Seller in the Property;
- (c) FIRPTA Affidavit. An affidavit that Seller is not a foreign person under Section 1445 of the United States Internal Revenue Code;
- (d) IRS Form. An agreement designating the Title Company as the “reporting person” for purposes of completing Internal Revenue Form 1099.
- (e) Adjunctive Documents. The Surrender of Lease, License Agreement, Access Easement, Utility Easement, and Service Road Easement in form mutually agreeable to Seller and Buyer.
- (f) Closing Statement. A Seller’s closing statement prepared by the Title Company with any additional documents and instruments as in the opinion of the Title Company, Buyer’s counsel, and/or Seller’s counsel are necessary to the property consummation of this transaction.

9.2 Buyer’s Closing Documents. On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, the “Buyer’s Closing Documents”):

- (a) Purchase Price. The balance of the Purchase Price, by wire transfer of U.S. funds or by certified check.
- (b) IRS Form. An agreement designating the Title Company as the “reporting person” for purposes of completing Internal Revenue Form 1099.
- (c) CRV. A Certificate of Real Estate Value as required by the Minnesota Department of Revenue.
- (d) Adjunctive Documents. The Surrender of Lease, License Agreement, Access Easement, Utility Easement, and Service Road Easement in form mutually agreeable to Seller and Buyer.
- (e) Closing Statement. A Buyer’s closing statement prepared by the Title Company with any additional documents and instruments as in the opinion of the Title Company, Buyer’s counsel, and/or Seller’s counsel are necessary to the proper consummation of this transaction.

10. Costs and Expenses. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

- 10.1 Title and Closing Costs. Seller will pay all costs and fees for issuance of the Title Commitment and Survey. Buyer shall pay the premium for any owner's or mortgagee's title insurance policy and any endorsements. Seller and Buyer will split equally any closing fees or charges imposed by any closing agent or company.
- 10.2 Taxes and Assessments. Real estate taxes due and payable in the year in which the Closing occurs and all installments of special assessments payable therewith shall be pro-rated on a calendar year basis to the actual date of Closing. If all or any portion of the Property is tax-exempt, Buyer shall pay all real estate taxes that arise because of loss of such tax-exempt status due to sale of the Property to Buyer. Real estate taxes due and payable in any following year and all installments of special assessments payable therewith shall be the responsibility of Buyer.
- 10.3 Recording Costs. Seller shall be responsible for any document recording fees required for correction of title and for payment of the Minnesota Deed Tax. Buyer shall pay the cost of recording the Deed and other Closing Documents.
- 10.4 Operating Costs. Buyer is responsible to pay operating costs of the Property incurred prior to the Closing Date as provided in the Existing Lease and for any operating costs incurred from and after the Closing Date.
11. Brokers. Seller and Buyer each agree to indemnify and hold the other harmless from all claims for compensation, commissions or charges by any broker or agent engaged by it in connection with this Agreement or the performance of it.
12. Notices. Any notice required or permitted under this Agreement shall be given by personal delivery upon an authorized representative of a party hereto (including delivery by messenger or courier with evidence of receipt) or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or when transmitted by facsimile copy or electronic mail followed by mailed notice, properly addressed as follows:
- 12.1 If to Seller:                      City of Marshall  
                                                     344 West Main Street  
                                                     Marshall, MN 56258  
                                                     Attn: \_\_\_\_\_  
                                                     Fax: \_\_\_\_\_  
                                                     Email: \_\_\_\_\_

12.2 If to Buyer: Minnesota Municipal Utilities Association  
3025 Harbor Lane North, Suite 400  
Plymouth, MN 55447  
Attn.: Jack Kegel  
Fax: \_\_\_\_\_  
Email: jkegel@mmua.org

with a copy to: McGrann Shea Carnival Straughn & Lamb, Chartered  
800 Nicollet Mall, Suite 2600  
Minneapolis, MN 55402-7035  
Attn.: Kathleen M. Brennan  
Fax: (612) 339-2386  
Email: KMB@mcgrannshea.com

Either party may designate a different address or addresses on at least ten days' notice to the other.

13. Default.

13.1 Buyer Default. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement, after written notice of cancellation as provided under Minnesota Statutes Section 559.21. Upon such termination, Seller shall retain the Earnest Money as liquidated damages. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for default by Buyer, and Buyer will not be liable for damages or specific performance.

13.2 Seller Default. If Seller defaults under this Agreement, Buyer will have the right to terminate this Agreement by giving written notice of termination to Seller. Upon such termination, all Earnest Money will be refunded to Buyer. The termination of this Agreement and return of the Earnest Money will be the sole remedy available to Buyer for default by Seller, and Seller will not be liable for damages or specific performance.

14. Assignability. Buyer may assign its rights under this Agreement only with the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any assignment of Buyer's rights shall not relieve Buyer of its obligations under this Agreement.

15. Additional Actions. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller and Buyer, both Seller and Buyer hereby agree to perform, execute and deliver or cause to be performed, executed and delivered at the Closing or after the Closing, such further acts, deeds and assurances as the other party hereto may reasonably require to (a) evidence and vest in Buyer the ownership of, and title to, all of the Property in accordance with the terms hereof and (b) consummate the transactions contemplated hereunder.

16. Miscellaneous. This Agreement is declared to be a contract under the laws of Minnesota, and all of its terms will be construed according to the laws of such state. Time is of the essence of each obligation of this Agreement in which time is a factor. The captions in this Agreement are for convenience only and are not part of this Agreement. The submission of this document for examination and negotiation does not constitute an offer to purchase or sell, and this document shall become effective and binding only upon the execution and delivery of it by Seller and Buyer. All negotiations, considerations, representations and understandings between Seller and Buyer are incorporated into this Agreement and may be modified or altered only by agreement in writing between Seller and Buyer. The provisions of this Agreement will be construed as a whole according to their common meaning and not strictly for or against Seller or Buyer, even if such party drafted the provision in question. No act or omission of any employee, broker or agent of Seller or Buyer will alter, change or modify any of the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]



**EXECUTED** by Seller and Buyer on the dates set forth below their respective signatures.

**SELLER:**

**CITY OF MARSHALL**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

**MINNESOTA MUNICIAPAL UTILITIES  
ASSOCIATION**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

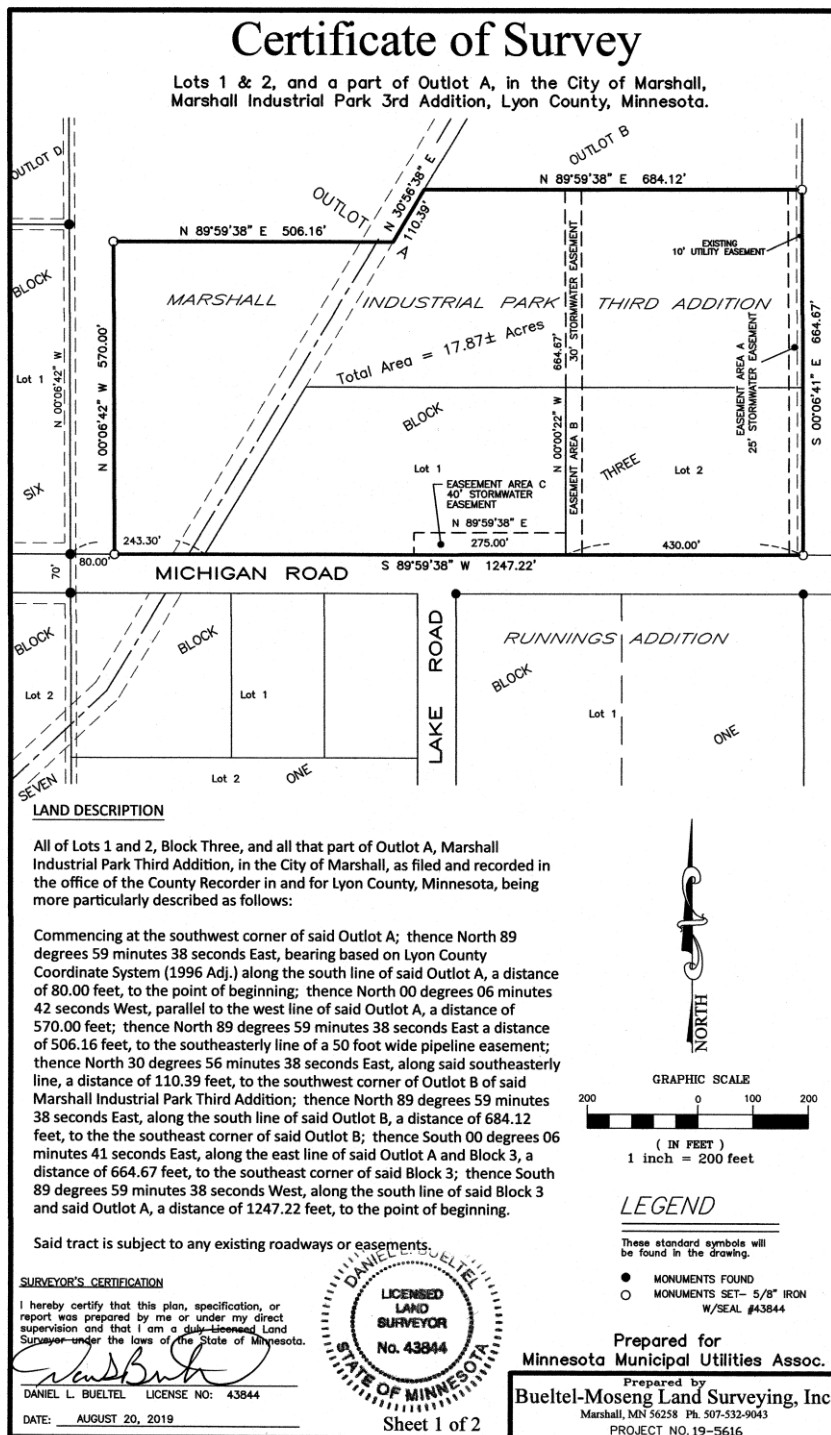
### **LEGAL DESCRIPTION**

All of Lots 1 and 2, Block Three, and all of that part of Outlot A, Marshall Industrial Park Third Addition, in the City of Marshall, as filed and recorded in the office of the County Recorder in and for Lyon County, Minnesota, being more particularly described as follows:

Commencing at the southwest corner of said Outlot A; thence North 89 degrees 59 minutes 38 seconds East, bearing based on Lyon County Coordinate System (1996 Adj.) along the south line of said Outlot A, a distance of 80.00 feet, to the point of beginning; thence North 00 degrees 06 minutes 42 seconds West, parallel to the west line of said Outlot A, a distance of 570.00 feet; thence North 89 degrees 59 minutes 38 seconds East a distance of 506.16 feet, to the southeasterly line of a 50 foot wide pipeline easement; thence North 30 degrees 56 minutes 38 seconds East, along said southeasterly line, a distance of 110.39 feet, to the southwest corner of Outlot B of said Marshall Industrial Park Third Addition; thence North 89 degrees 58 minutes 38 seconds East, along the south line of said Outlot B, a distance of 684.12 feet, to the southeast corner of said Outlot B; thence South 00 degrees 06 minutes 41 seconds East, along the east line of said Outlot A and Block 3, a distance of 664.67 feet, to the southeast corner of said Block 3; thence South 89 degrees 59 minutes 38 seconds West, along the south line of said Block 3 and said Outlot A, a distance of 1247.22 feet, to the point of beginning.

# EXHIBIT B

## DEPICTION OF PROPERTY



# Certificate of Survey

Lots 1 & 2, and a part of Outlot A, in the City of Marshall,  
Marshall Industrial Park 3rd Addition, Lyon County, Minnesota.

## EASEMENT AREA A DESCRIPTION

A 25 foot storm water easement located in Lot 2, Block 3 and Outlot A of Marshall Industrial Park Third Addition, in the City of Marshall, as filed and recorded in the office of the County Recorder in and for Lyon County, Minnesota, lying westerly and adjacent to the following described line:

Said line beginning at the southeast corner of said Lot 2; thence North 00 degrees 06 minutes 41 seconds East, bearing based on Lyon County Coordinate System (1996 Adj.), along the east lines of said Lot 2 and Outlot A, a distance of 664.67 feet, to a corner of said Outlot A, said line there terminating. The west side of said easement is to be prolonged or shrotened to begin on the south line of said Lot 2 and end on the northerly line of said Outlot A.

## EASEMENT AREA B DESCRIPTION

A 30 foot storm water easement located in Lot 2, Block 3 and Outlot A of Marshall Industrial Park Third Addition, in the City of Marshall, as filed and recorded in the office of the County Recorder in and for Lyon County, Minnesota, lying easterly and adjacent to the following described line:

Said line beginning at the southwest corner of said Lot 2; thence North 00 degrees 00 minutes 22 seconds West, bearing based on Lyon County Coordinate System (1996 Adj.), along the west line of said Lot 2 and its northerly extension, a distance of 664.67 feet, to a point on the north line of said Outlot A, said line there terminating.

## EASEMENT AREA C DESCRIPTION

A 40 foot storm water easement located in Lot 1, Block 3 of Marshall Industrial Park Third Addition, in the City of Marshall, as filed and recorded in the office of the County Recorder in and for Lyon County, Minnesota, lying northerly and adjacent to the following described line:

Said line beginning at the southeast corner of said Lot 1; thence South 89 degrees 59 minutes 38 seconds West, bearing based on Lyon County Coordinate System (1996 Adj.), along the south line of said Lot 1, a distance of 275.00 feet, said line there terminating.

Prepared for  
Minnesota Municipal Utilities Assoc.

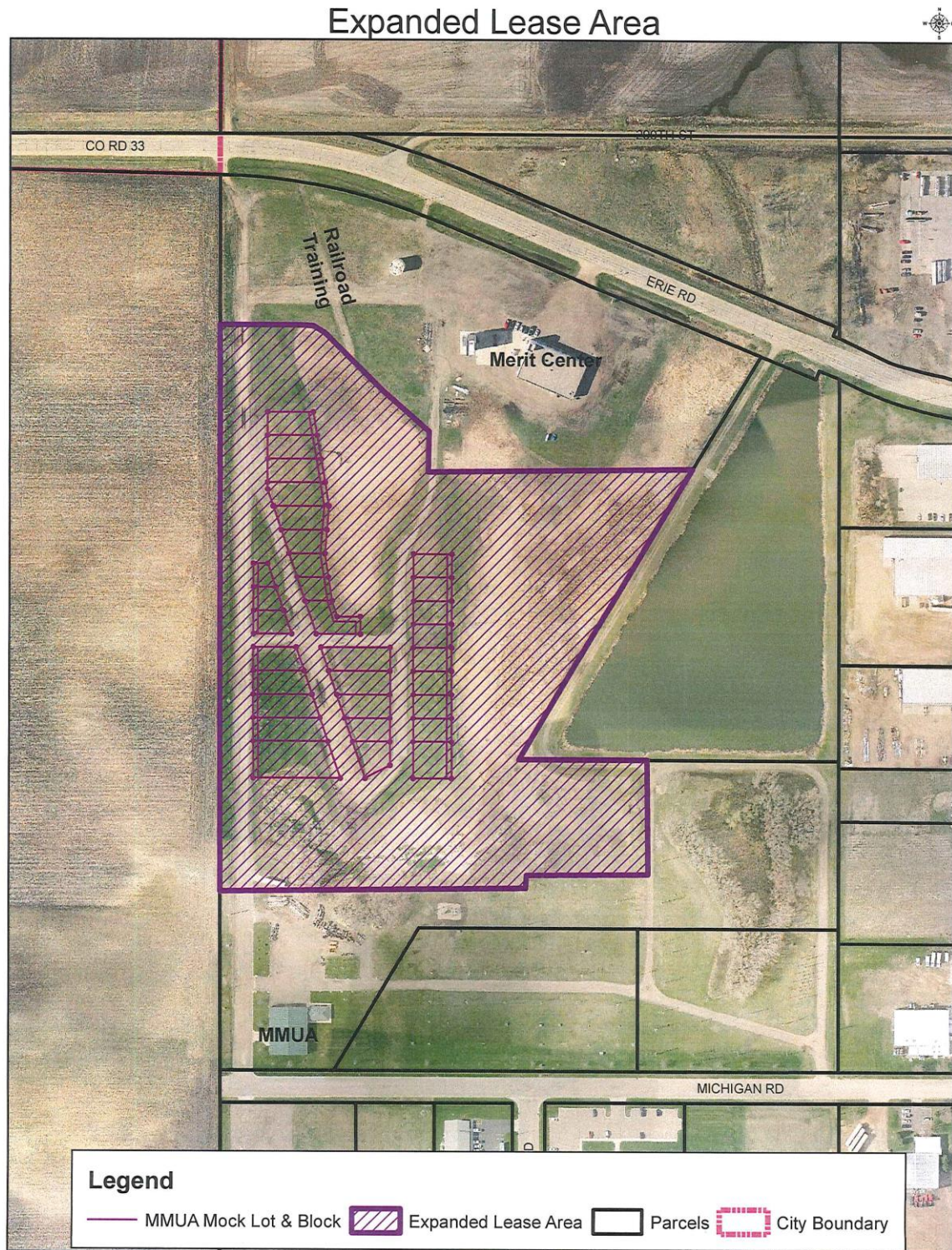
Prepared by  
**Bueltel-Moseng Land Surveying, Inc.**  
Marshall, MN 56258 Ph. 507-532-9043  
PROJECT NO. 19-5616

Sheet 2 of 2



# EXHIBIT C

## Expanded Lease Area



## EXHIBIT D

### DISCLOSURES FOR SALE OF PROPERTY (NON-RESIDENTIAL)

**A. WELL DISCLOSURE.** Pursuant to Minnesota Statutes Section 103I.235 *[check one of the following:]*

- ☐ Seller certifies that Seller does not know of any wells on the real property and will so certify on the Deed or Contract for Deed delivered at closing.
- ☐ Seller certifies there are one or more wells located on the real property and Seller's disclosure is continued on the attached *Well Disclosure Statement*. *[If this option is selected, attach a copy of Well Disclosure Statement, M.S.B.A. Real Property Form No. 21.]*

**B. SEWAGE TREATMENT SYSTEM DISCLOSURE.** Pursuant to Minnesota Statutes Section 115.55 *[check only one from (1), (2 and (3):]*

- ☐ (1) Seller certifies that sewage generated at the Property goes to a facility permitted by the Minnesota Pollution Control Agency (for example, a city or municipal sewer system).
- ☐ (2) Seller certifies that sewage generated at the Property does not go to a facility permitted by the Minnesota Pollution Control Agency and Seller's disclosure of the sewage system is continued on the attached *Disclosure of Sewage Treatment System*. *[If this option is selected, attach a copy of Disclosure of Sewage Treatment System, M.S.B.A. Real Property Form No. 14.]*
- ☐ (3) Seller certifies that no sewage is generated at the Property.

*[and also check either (4) or (5):]*

- ☐ (4) Seller has no knowledge whether there is an abandoned subsurface sewage treatment system on the Property.
- ☐ (5) Seller knows there *[select one:]* ☐ **are** ☐ **are no** abandoned subsurface sewage treatment systems on the Property. *[If Seller discloses the existence of an abandoned subsurface sewage treatment system on the Property, attach a copy of Disclosure of Sewage Treatment System, M.S.B.A. Real Property Form No. 14.]*

**Independent Compliance Report.** In addition to the statutory disclosures under Minnesota Statutes Sections 115.55, some local units of government may require an independent sewage treatment system compliance report be provided to the Buyer and may impose obligations on Buyer or Seller for failed systems as a condition to sale of the Property. A copy of any required independent sewage treatment system compliance report *[select one:]* ☐ **is** ☐ **is not** attached.

**C. HAZARDOUS SUBSTANCES, PETROLEUM PRODUCTS, AND UNDERGROUND STORAGE TANK DISCLOSURE.** Pursuant to Minnesota Statutes Sections 115B.16 and 116.48, Seller knows of no hazardous substances or petroleum products having been placed,

stored, or released from or on the Property by any person in violation of any law, nor of any underground or aboveground storage tanks having been located on the Property at any time, except as follows:

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**If the presence of any hazardous substances or petroleum products or any underground or aboveground storage tanks is disclosed, then this paragraph applies:**

*Seller certifies that all underground and aboveground storage tanks known to Seller on the Property are shown on the attached drawing or map. Seller shall provide Buyer with the affidavits required by Minnesota Statutes Sections 115B.16 and 116.48 if applicable to the Property and shall record such affidavits at Closing.*

- D. FLOOD PLAIN, SHORELAND AND WETLANDS DISCLOSURE.** Minnesota law and local ordinances restrict the ability to build or to rebuild improvements (including homes, garages, outbuildings, wells or sewage treatment systems) within flood plains, shorelands, or wetlands or to excavate, fill, or drain a wetland. A “flood plain” is the area adjoining a water course which has been or hereafter might be covered by the regional flood which recurs once in 100 years, a “shoreland” is land located within 1,000 feet from the normal high watermark of a lake, pond, or flowage and land located within 300 feet of a river or stream or the landward side of a flood plain, whichever is greater, and a “wetland” is land transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. Seller knows of no flood plains, shorelands or wetlands affecting the Property, except as follows:

See Exhibit D-1, attached

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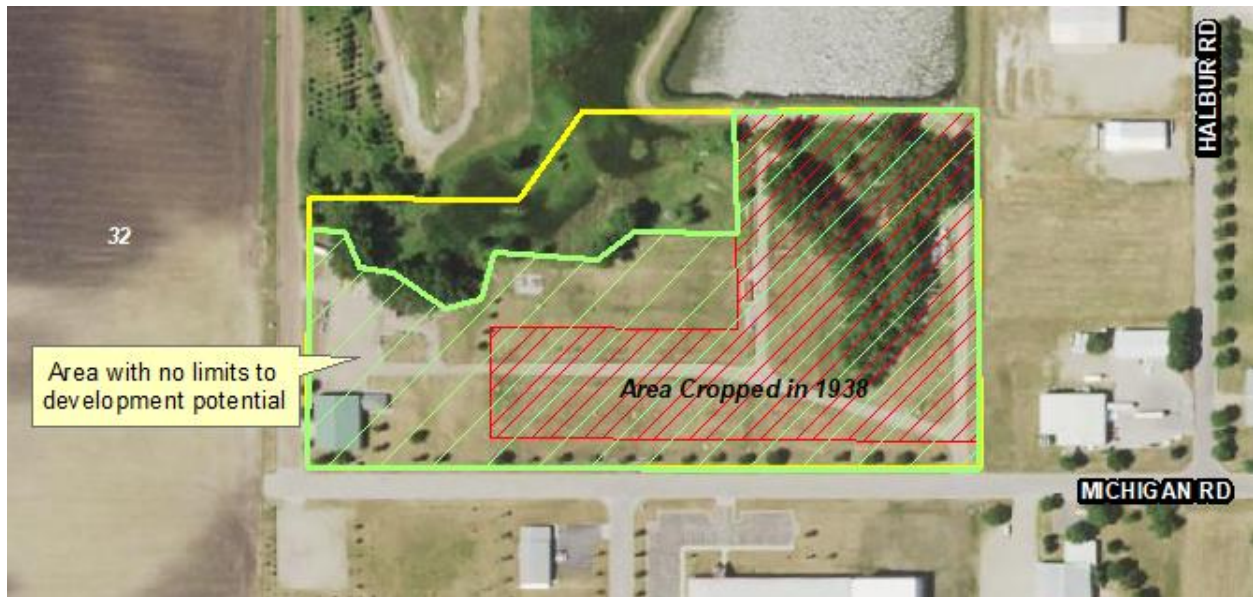
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- E. METHAMPHETAMINE DISCLOSURE.** Pursuant to Minnesota Statutes Section 152.0275, Subd. 2(m), Seller hereby certifies that *[check only one box, either (1) or (2):]*

- ☐ (1) Seller is not aware of any methamphetamine production that has occurred on the Property.
- ☐ (2) Seller is aware that methamphetamine production has occurred on the Property, and Seller’s disclosure is continued on the attached *Methamphetamine Disclosure Statement*. *[If this option is selected, attach a copy of Methamphetamine Disclosure Statement, M.S.B.A. Real Property Form No. 22.]*



**EXHIBIT D-1**  
**LOCATION OF WETLANDS**



The Wetlands are those portions of the Property that lie outside the area identified as having no limits to development potential.