



EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

1. Date 5-29-14

2. Page 1 of _____ pages

3. **DEFINITIONS:** This Contract involves the property located at 602 20th ST NE KASSON MN

4. legally described as Lot 2 Block 2 Kasson Meadows

5. _____ (Property).

6. Seller is Fred and Barbara Helgersen (Seller).

7. Broker is RE/MAX Results Rochester (Broker).
(Real Estate Company Name)

8. This Contract starts on _____, 20____ and ends at 11:59 p.m. on 11-31

9. 20 14

10. This Contract may only be canceled by written mutual agreement of the parties.

11. **PRICE:** Seller offers the Property for sale for the price of \$ _____, upon the following

12. terms: Cash, Conventional, FHA, DVA

13. **LISTING:** Seller gives Broker the exclusive right to sell the Property. In exchange, Broker agrees to list and market the Property for sale. Broker may place a "For Sale" sign and a lock box with keys on the Property, unless prohibited by governing authority. Seller understands this Contract DOES NOT give Broker authority to rent or manage the Property. Seller understands Broker may be a member of a Multiple Listing Service (MLS), and if Broker is a member of MLS, and where available, Broker may give information to the MLS concerning the Property. Broker may place information on the Internet concerning the Property, including sold information (except as limited in the Internet Display Options Form). If Broker sells the Property, Broker may notify the MLS and member REALTORS® of the price and terms of the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor any other broker is insuring Seller or occupant against theft, loss or vandalism.

22. (Initial)

23. FW Bar Seller acknowledges that Seller has received and has had the opportunity to review the Internet Display
(Seller) (Seller)

24. Options Form.

25. **LISTED FOR LEASE:** The Property ☐ IS ☒ IS NOT currently listed for lease. If IS, the listing broker is _____
(Check one.)

26. _____, If IS NOT, Seller ☐ MAY ☒ MAY NOT list the Property for lease during the _____
(Check one.)

27. terms of this Contract with another broker.

28. Nothing in this Contract shall prohibit Broker and Seller from entering into a listing agreement for the lease of this
29. Property upon terms acceptable to both parties.

30. **SELLER'S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property.
31. Seller shall cooperate with Broker in selling the Property. Seller shall promptly inform Broker about all inquiries Seller
32. receives about the Property. Seller agrees to provide and pay for any inspections and reports required by any
33. governmental authority. Seller agrees to provide unit owners' association documents, if required. Seller shall remain
34. responsible for security, maintenance, utilities and insurance during the term of this Contract, and for safekeeping,
35. securing and/or concealing any valuable personal property during Property showings or open houses. Seller shall
36. surrender any abstract of title and a copy of any owner's title insurance policy for this Property, if in Seller's possession
37. or control, to buyer or buyer's designated title service provider. Seller shall take all actions necessary to convey
38. marketable title by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary
39. to transfer to buyer marketable title to the Property. Seller has the full legal right to sell the Property.

RERO250:ERSLC-1 (10/12)



DODGE COUNTY
Finance
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215
507-635-6239
www.co.dodge.mn.us

BILL: 13008

Property ID#: R 24.364.2002

Taxpayer:

FRED W HELGERSON
BARBARA J HELGERSON
602 20TH ST NE
KASSON MN 55944

TAXPAYER ID: 23373

Description:

9010001
Sect-28 Twp-107 Range-016
Lot-002 Block-002

WELLS FARGO REAL EST TAX SERV
KASSON MEADOWS 5TH SUBD

602 20TH ST NE

KASSON

MN

2014 Property Tax Statement

VALUES AND CLASSIFICATION			
Step 1	Taxes Payable Year:		
		2013	2014
	Estimated Market Value:	139,700	210,800
	Improvements Excluded:		
	Homestead Exclusion:	24,700	18,300
	Taxable Market Value:	115,000	192,500
	New Improvements/ Expired Exclusions:	100,700	75,700
	Property Classification:	RES HMSTD	RES HMSTD
<i>Sent in March 2013</i>			
Step 2	PROPOSED TAX		
	Proposed Tax:		3,244.00
<i>Sent in November 2013</i>			
Step 3	PROPERTY TAX STATEMENT		
	First-half Taxes:	1,604.00	
	Second-half Taxes:	1,604.00	
	Total Taxes Due in 2014:	3,208.00	

\$\$\$

REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax.
Read the back of this statement to find out how to apply.

Taxes Payable Year:

		2013	2014
1.	Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. <input type="checkbox"/>		\$ 3,184.00
2.	Use these amounts on Form M1PR to see if you are eligible for a special refund.	\$ 1,960.00	
Property Tax and Credits			
3.	Property taxes before credits.	\$ 1,960.00	\$ 3,184.00
4.	Credits that reduce your property tax		
	A. Agriculture Market Value Credits		
	B. Other Credits	1,960.00	3,184.00
5.	Property taxes after credits		
Property Tax by Jurisdiction			
6.	County DODGE COUNTY	\$ 544.91	\$ 799.38
		871.63	1,524.27
7.	City or Town KASSON CITY		
8.	State General Tax 0204		
9.	School District		
	A. Voter approved levies	418.85	539.42
	B. Other local levies	124.61	320.93
10.	Special Taxing Districts		
	A.		
	B.		
	C.		
	D.		
11.	Non-school voter approved referenda levies		
12.	Total property tax before special assessments	\$ 1,960.00	\$ 3,184.00
Special Assessments on Your Property			
13.	Special assessments		
	RECYCLING F	24.00	24.00
	Principal: 24.00	Interest: 24.00	24.00
14.	YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	\$ 1,984.00	\$ 3,208.00

\$

PAYABLE 2014 2nd HALF PAYMENT STUB

OCTOBER 15

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION.

☐ If your address has changed please check this box
and show the change on the back of this stub.

R 24.364.2002

13008

RES HMSTD

23373

Per M.S. 279.01 your tax was fully paid 1st half.

FRED W HELGERSON
BARBARA J HELGERSON
602 20TH ST NE
KASSON MN 55944

9010001

WELLS FARGO REAL EST TAX SERV

SECOND 1/2 TAX AMOUNT DUE:	1,604.00
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PENALTY:

TOTAL:

MAKE CHECKS PAYABLE & MAIL TO:

Dodge County
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215



No Receipt sent. Your cancelled check is proof of payment. Do not send postdated checks.

DETACH HERE AND RETURN THIS STUB
WITH YOUR SECOND HALF PAYMENT.
DO NOT STAPLE

PAYABLE 2014 1st HALF PAYMENT STUB

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION.

TO AVOID PENALTY PAY ON OR BEFORE:

MAY 15

☐ If your address has changed please check this box
and show the change on the back of this stub.

Property ID #: R 24.364.2002

Bill#: 13008

Taxpayer: 23373

RES HMSTD

FRED W HELGERSON
BARBARA J HELGERSON
602 20TH ST NE
KASSON MN 55944

9010001

WELLS FARGO REAL EST TAX SERV

FULL TAX AMOUNT:	\$ 3,208.00
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FIRST 1/2 TAX AMOUNT DUE:	\$ 1,604.00
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PENALTY:

TOTAL:

MAKE CHECKS PAYABLE & MAIL TO:

Dodge County
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215



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DETACH HERE AND RETURN THIS STUB
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DODGE COUNTY
Finance
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215
507-635-6239
www.co.dodge.mn.us

Property Tax Statement for Taxes Payable in 2013

Save for future reference

Description:

Sect-28 Twp-107 Range-016
Lot-002 Block-002

KASSON MEADOWS 5TH SUBD

BILL: 13008

Property ID#: R 24.364.2002

Taxpayer: ID#: 23373

FRED W HELGERSON
BARBARA J HELGERSON
602 20TH ST NE
KASSON MN 55944

602 20TH ST NE
KASSON

MN

PROPERTY TAX VALUES & CLASSIFICATION

Taxes Payable Year:	2012	2013
Estimated Market Value:	43,300	139,700
Improvements Excluded:		
Homestead Exclusion:		24,700
New Improvements/ Expired Exclusions:		100,700
Taxable Market Value:	30,900	115,000
Property Classification:	RES NH 4B	RES HMSTD



REFUNDS?

*You may be eligible for one or even two
refunds to reduce your property tax.
Read the back of this statement to find
out how to apply.*

Taxes Payable Year:

2012

2013

- Use this amount on Form M1PR to see if you are eligible for a property tax refund.
File by August 15. **If this box is checked, you owe delinquent taxes and are not eligible.** ☐
- Use these amounts on form M1PR to see if you are eligible for a special refund.

Property Tax and Credits

- Property taxes before credits.
- Credits that reduce your property tax
 - Agricultural Market Value Credits
 - Other Credits
- Property taxes after credits**

Property Tax by Jurisdiction

- County: DODGE COUNTY
- City or Town: KASSON CITY
- State General Tax
- School District: 0204
 - Voter approved levies
 - Other local levies
 -
 -
- Special Taxing Districts
- Non-school voter approved referenda levies
- Total property tax before special assessments

Special Assessments on Your Property

- Special assessments

2013 RECYCL	Principal 24.00	Interest
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14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS

610.00 1,984.00

FIRST HALF DUE
SECOND HALF DUE

PAYABLE 2013 2nd HALF PAYMENT STUB

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION.

TO AVOID PENALTY

PAY ON OR BEFORE: OCTOBER 15

Property ID#: R 24.364.2002

TAX BILL #: 13008

ID: 23373

Taxpayer:

FRED W HELGERSON
BARBARA J HELGERSON
602 20TH ST NE
KASSON MN 55944

9010001 WELLS FARGO REAL EST TAX SERV
RE TAX

RES HMSTD

☐ If your address has changed please check this box
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SECOND 1/2 TAX AMOUNT DUE: 992.00

PENALTY:

TOTAL:

MAKE CHECKS PAYABLE & MAIL TO:

Dodge County
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215



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DETACH HERE AND RETURN THIS STUB
WITH YOUR SECOND HALF PAYMENT.
DO NOT STAPLE

PAYABLE 2013 1st HALF PAYMENT STUB

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION.

TO AVOID PENALTY

PAY ON OR BEFORE: MAY 15

Property ID#: R 24.364.2002

TAX BILL #: 13008

ID: 23373

Taxpayer:

FRED W HELGERSON
BARBARA J HELGERSON
602 20TH ST NE
KASSON MN 55944

9010001 WELLS FARGO REAL EST TAX SERV
RE TAX

RES HMSTD

☐ If your address has changed please check this box
and show the change on the back of this stub.

FULL TAX AMOUNT: 1,984.00

FIRST 1/2 TAX AMOUNT DUE: 992.00

PENALTY:

TOTAL:

MAKE CHECKS PAYABLE & MAIL TO:

Dodge County
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215



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DODGE COUNTY
Finance
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215
507-635-6239
www.co.dodge.mn.us

Property Tax Statement for Taxes Payable in 2012

Save for future reference

BILL: 13008

Property ID#: R 24.364.2002

Taxpayer: ID#: 3904

INDEPENDENT SCHOOL DIST 204

101 16TH ST NE
KASSON MN 55944



REFUNDS?

*You may be eligible for one or even two
refunds to reduce your property tax.
Read the back of this statement to find
out how to apply.*

Description:

Sect-28 Twp-107 Range-016
Lot-002 Block-002

KASSON MEADOWS 5TH SUBD

602 20TH ST NE
KASSON

MN

PROPERTY TAX VALUES & CLASSIFICATION		
Taxes Payable Year:	2011	2012
Estimated Market Value:	43,300	43,300
Improvements Excluded:		
Homestead Exclusion:		
New Improvements/ Expired Exclusions:		
Taxable Market Value:	24,700	30,900
Property Classification:	RES NH 4B	RES NH 4B

Taxes Payable Year:		2011	2012
1.	Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.		<input type="checkbox"/>
2.	Use these amounts on form M1PR to see if you are eligible for a special refund.		
Property Tax and Credits			
3.	Property taxes before credits.	450.00	610.00
4.	Credits that reduce your property tax		
	A. Agricultural Market Value Credits		
	B. Other Credits		
5.	Property taxes after credits	450.00	610.00
Property Tax by Jurisdiction			
6.	County DODGE COUNTY	144.01	191.96
7.	City or Town KASSON CITY	173.61	252.56
8.	State General Tax		
9.	School District 0204	99.84	127.70
	A. Voter approved levies	32.54	37.78
	B. Other local levies		
	A.		
	B.		
	C.		
	D.		
10.	Special Taxing Districts		
11.	Non-school voter approved referenda levies		
12.	Total property tax before special assessments	450.00	610.00
Special Assessments on Your Property			
13.	Special assessments Principal Interest		
14.	YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	450.00	610.00

**FIRST HALF DUE
SECOND HALF DUE**

PAYABLE 2012 2nd HALF PAYMENT STUB

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION.

TO AVOID PENALTY PAY ON OR BEFORE: OCTOBER 15

☐ If your address has changed please check this box
and show the change on the back of this stub.

Property ID#: R 24.364.2002

TAX BILL #: 13008

ID:

Taxpayer: 3904

INDEPENDENT SCHOOL DIST 204

101 16TH ST NE
KASSON MN 55944

RE TAX

RES NH 4B

SECOND 1/2 TAX AMOUNT DUE:	305.00
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PENALTY:

TOTAL:

MAKE CHECKS PAYABLE & MAIL TO:

Dodge County
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215



No Receipt sent. Your cancelled check is proof of payment. Do not send postdated checks.

↑
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PAYABLE 2012 1st HALF PAYMENT STUB

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION.

TO AVOID PENALTY PAY ON OR BEFORE: MAY 15

☐ If your address has changed please check this box
and show the change on the back of this stub.

Property ID#: R 24.364.2002

TAX BILL #: 13008

ID:

Taxpayer:

3904

INDEPENDENT SCHOOL DIST 204

101 16TH ST NE
KASSON MN 55944

RE TAX

RES NH 4B

FULL TAX AMOUNT:	610.00
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FIRST 1/2 TAX AMOUNT DUE:	305.00
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PENALTY:

TOTAL:

MAKE CHECKS PAYABLE & MAIL TO:

Dodge County
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215



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↑
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DO NOT STAPLE



EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

40. Page 2

41. Property located at 602 20th St NE Kasson
42. Seller authorizes Broker, and any other broker authorized by Broker, to preview and show the Property at reasonable
43. times and upon reasonable notice and agrees to commit no act which might tend to obstruct Broker's performance
44. hereunder. If the Property is occupied by someone other than Seller, Seller shall comply with Minnesota law and any
45. applicable lease provisions of an existing lease and provide tenant with proper notice in advance of any Property
46. showing.
47. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY**
48. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
49. **BROKER'S COMPENSATION:**
50. Seller agrees to pay Broker a retainer fee of \$ 75 at the commencement of this Contract, which
51. fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward satisfaction of
52. any obligation to compensate Broker.
53. Seller shall pay Broker, as Broker's compensation, a commission in the amount of \$595 plus
54. Seven percent (7%) of the selling price if Seller sells or agrees to sell the Property during the
55. term of this Contract.
56. Other: The broker retainer fee is an upfront portion of the commission as is applied toward the balance of the commission at closing.
57. In addition, if before this Contract expires Broker presents a buyer who is willing and able to buy the Property at the
58. price and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation.
59. Seller agrees to pay Broker's compensation whether Broker, Seller or anyone sells the Property. Seller hereby permits
60. Broker to share part of Broker's compensation with other real estate brokers, including brokers representing only the
61. buyer. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:
62. 1. the closing of the sale;
63. 2. Seller's refusal to close the sale; or
64. 3. Seller's refusal to sell at the price and terms specified above.
65. If, within six (6) months after the expiration of this Contract, Seller sells or agrees to sell the Property to
66. anyone who:
67. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry;
68. or
69. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,
70. or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose
71. name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract;
72. then Seller shall still pay Broker the compensation noted herein, even if Seller sells the Property without Broker's
73. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid
74. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract,
75. under which Seller is obligated to compensate another licensed real estate broker.
76. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale
77. of the Property in an amount equal to the compensation due to Broker under this Contract.
78. **COMPENSATION DISCLOSURE: Broker's compensation to cooperating brokers shall be as specified in the MLS**
79. **unless Broker notifies Seller otherwise in writing.**
80. **CLOSING SERVICES:**
81. **NOTICE: THE REAL ESTATE BROKER, LICENSEE REPRESENTING OR ASSISTING SELLER OR REAL ESTATE**
82. **CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS**
83. **OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING**
84. **ITSELF.**
85. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
86. understands that no one can require Seller to use a particular person in connection with a real estate closing and that
87. Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.

RERO250:ERSLC-2 (10/12)



EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

88. Page 3

89. Property located at 602 20th St NE Kasson

90. Seller's choice for closing service. (Initial one):

91. F W H Bark Seller wishes to have Broker arrange for the closing.
(Seller) (Seller)

92. (Seller) (Seller) Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.

93. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may effectively reduce the proceeds from the sale.

95. Seller understands that mortgage financing services are usually paid for by buyer; however, certain insured government
96. loans may require Seller to pay a portion of the fees for the mortgage loan. Seller understands that Seller shall not be
97. required to pay the financing fees on any mortgage without giving Seller's written consent.

98. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain
99. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.

100. **AGENCY REPRESENTATION:** If a buyer represented by Broker wishes to buy the Seller's Property, a dual
101. agency will be created. This means that Broker will represent both the Seller and the buyer, and owe the same
102. duties to the buyer that Broker owes to the Seller. This conflict of interest will prohibit Broker from advocating exclusively
103. on the Seller's behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise,
104. the Seller will need to agree that confidential information about price, terms, and motivation will still be kept
105. confidential unless the Seller instructs Broker in writing to disclose specific information about the Seller. All other
106. information will be shared. Broker cannot act as a dual agent unless both the Seller and the buyer agree to it. By
107. agreeing to a possible dual agency, the Seller will be giving up the right to exclusive representation in an in-house
108. transaction. However, if the Seller should decide not to agree to a possible dual agency, and the Seller wants Broker to
109. represent the Seller, the Seller may give up the opportunity to sell the Property to buyers represented by Broker.

110. **Seller's Instructions to Broker:**

111. Having read and understood this information about dual agency, Seller now instructs Broker as follows:

112. ☒ Seller will agree to a dual agency representation and will consider offers made by buyers represented by
113. Broker.

114. ☐ Seller will not agree to a dual agency representation and will not consider offers made by buyers
115. represented by Broker.

116. Real Estate Company Name: RE/MAX Results

117. DocuSigned by: Seller: [Signature]

118. By: Andrew Mullolland DocuSigned by: Seller: [Signature]

119. (Licensee) 18098F434... Date: 6/1/2014

120. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this
121. Contract. Seller consents to Broker representing or assisting such other potential sellers before, during and after the
122. expiration of this Contract.

123. **PREVIOUS AGENCY RELATIONSHIPS:** Broker or licensee representing or assisting Seller may have had a previous
124. agency relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker or licensee
125. representing or assisting Seller is legally required to keep information regarding the ultimate price and terms the buyer
126. would accept and the motivation for buying confidential, if known.

127. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees

128. to indemnify and hold harmless Broker from and against any and all claims, liability, damage or loss arising from any
129. misrepresentation, misstatement, omission of fact or breach of a promise by Seller. Seller agrees to indemnify and hold
130. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any
131. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the damage,
132. loss or injury is the result of the gross negligence or willful misconduct of the Broker.

RERO250:ERSLC-3 (10/12)

Helgerson 000285

Instant



EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

133. Page 4

134. Property located at 602 20th St NE Kasson

135. CERTIFICATION INDIVIDUAL TRANSFEROR: Section 1445 of the Internal Revenue Code provides that a
 136. transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the
 137. transferor (Seller) is a foreign person and the sale price exceeds \$300,000. In the event transferor (Seller) is a
 138. foreign person and the sale price exceeds \$300,000, requirements of the 1980 Foreign Investment in Real
 139. Property Tax Act (FIRPTA) will be fulfilled.

140. Seller(s) states and acknowledges the following: Seller is a citizen of the United States or, if a corporation, partnership
 141. or other business entity, duly incorporated in the United States or, if a partnership or business entity, formed and
 142. governed by the laws of the United States: ☒ Yes ☐ No

143. If "No," please state country of citizenship, incorporation or the like: _____

144. Under the penalties of perjury Seller declares that Seller has examined this certification and, to the best of Seller's
 145. knowledge and belief, it is true, correct and complete.

146. FAIR HOUSING NOTICE: Seller understands that Seller shall not refuse to sell, or discriminate in the terms, conditions
 147. or privileges of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status
 148. with regard to public assistance, handicap (whether physical or mental), sexual orientation or family status. Seller
 149. understands further that local ordinances may include other protected classes.

150. ADDITIONAL NOTICES AND TERMS: As of this date Seller has not received notices from any municipality, government
 151. agency or unit owners' association about the Property that Seller has not informed Broker about in writing. Seller agrees to
 152. promptly inform Broker, in writing, of any notices of such type that Seller receives during the term of this Contract.

153. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage
 154. balance, interest rate, payoff and/or assumption figures) regarding any existing financing on the Property. A copy of
 155. this document shall be as valid as the original.

156. ELECTRONIC SIGNATURES: The parties agree the electronic signature of any party on any document related to this
 157. transaction constitute valid, binding signatures.

158. CONSENT FOR COMMUNICATION: Seller authorizes Broker and its representatives to contact Seller by mail, phone,
 159. fax, e-mail or other means of communication during the term of this Agreement and anytime thereafter.

160. OTHER: This contract may be cancelled at any time by sellers if unhappy with service.

161. _____

162. ACCEPTED BY: RE/MAX Results Rochester

(Real Estate Company Name)

By: Andrew Mulholland

DocuSigned by:

CAD8A01977E67... (Licensee)

163. Date Signed: 5/30/2014, 20____

164. ACCEPTED BY: [Signature] 6/1/2014
 (Date)

DocuSigned by:

600025A24CA14448...

ACCEPTED BY: [Signature] 6/1/2014
 (Date)

DocuSigned by:

600034B89F28674F4...

165. Address: _____ Address: _____

166. Phone: _____ Phone: _____

167. THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.
 168. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

RERO250:ERSLC-4 (10/12)

**ADDITIONAL DISCLOSURES**Date 5-29-14

Page 1 of _____ pages

I. Arbitration

The sales executives of RE/MAX Results work diligently to make sure the outcome of each real estate transaction is satisfactory to all parties involved. Occasionally, a dispute may arise between the BUYER, SELLER and/or the Sales Executive that needs to be resolved. Arbitration is one way of settling these problems. In an Arbitration hearing, one or more neutral persons hear the evidence and render a decision, known as an award. Arbitration is usually faster and less expensive than litigation; however, the decision is just as binding. We recommend you consult your lawyer if you have any further questions about arbitration.

II. Disclosure Statement

When a property is listed with RE/MAX Results, the SELLERS are required to fill out a Disclosure Statement declaring the condition of the listed property. It is extremely important that SELLERS be completely accurate in completing the Disclosure Statement, since the law provides that when SELLERS make written disclosures, they must disclose all material facts of which they are aware that could adversely and significantly affect an ordinary buyer's use and enjoyment of the property, or any intended use of the property of which the SELLERS are aware. Further, the SELLERS must notify the BUYERS, in writing, of any changes in the condition of the property which occur after the original preparation of the Disclosure Statement.

Please be aware that the Disclosure Statement is not a contract. In addition, BUYERS and SELLERS should be aware that the Disclosure Statement is provided by the owner and not RE/MAX Results or its Sales Executives.

III. Buyer Protection Programs

We at RE/MAX Results want our BUYERS to be aware that there are various products and services available in the marketplace which may provide some protection to BUYERS, with respect to the condition of the home they purchase.

First of all, there are various persons and entities which perform home inspections on behalf of BUYERS. In as much as these parties are paid by the BUYER, they are loyal only to the BUYER, as opposed to the housing inspectors who are hired by the SELLER, who may have conflicting loyalties. Such inspections can be limited to a particular aspect of the home (such as the condition of the foundation or the roof) or can be arranged to include the entire home. These inspectors are professionals, trained to observe and recognize problems which would not be readily apparent to those of us without construction experience or training. We strongly recommend that you hire such an inspector either before signing, or as a condition of, your purchase agreement.

Secondly, recent studies have shown that many homes are affected by mold, mildew and other fungi. Although many are benign, some believe that certain strains can cause serious health problems. To complicate matters, the molds are often difficult, if not impossible to see, as they frequently grow within walls. You may want to consider having a mold / air quality analysis performed before, or as a condition of, your purchase agreement. Such an analysis is particularly advisable if you observe any staining or musty odors, or if any member of your family has respiratory issues or a sensitivity to molds.

Additionally, we want you to be aware that there are certain warranty programs available to home BUYERS. These programs may vary greatly as to what is covered, as well as cost. Generally, these programs will cover the cost of repairing or replacing any covered items during a specified time following the closing.

Names of housing inspectors and warranty companies can be found in the yellow pages of the telephone directory. If you would like us to furnish you with the names of some housing inspectors or warranty companies, please let us know. Please be advised that if we refer you to a warranty company, we will receive a referral fee from the warranty company.

IV. Fair Housing

RE/MAX Results and all its Sales Executives are strongly committed to providing fair housing opportunities in a nondiscriminatory fashion.

V. Affiliations

RE/MAX Results has a business relationship with Home Title, Inc. (which is an agent for Chicago Title Insurance Company). Home Title provides title insurance, abstracting and settlement (closing) services. The owners of RE/MAX Results are the owners of Home Title. Because of these business relationships, RE/MAX Results may receive a financial or other benefit if you do business with Home Title. We recommend obtaining the services of these providers, but you are NOT required to use them as a condition of your purchase or sale of any property. You should feel free to choose whomever you want to furnish these services.

(rev. results 8/13)

**ADDITIONAL DISCLOSURES**Date 5-29-14

Page 2 of _____ pages

Set forth below is the estimated charge or range of charges for the settlement services listed. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider and Settlement Services**Range of Charges****Home Title, Inc.****SELLER**

Closing Fee	<u>**\$320 - \$700</u>
Disbursement Fee (New Construction)	<u>\$150</u>
Document Preparation Fee (Short Sale)	<u>\$150</u>
Lien Audit (New Construction)	<u>\$200</u>
Owners & Encumbrance Report (Short Sale)	<u>\$125</u>

BUYER

Closing Fee	<u>**\$950</u> (Includes Abstracting, Assessment Search, Closing Fee, Title Exam Fee, Name Search, Plat Drawing, Up to two Recording Service Fees and Up to two Incoming Wire Service Fees)
-------------	--

Title Insurance Premium	<u>\$300 - \$440*</u>
-------------------------	-----------------------

*Illustrated owner's and lender's coverage, with a purchase price of \$100,000 and a loan amount of \$80,000. This amount will vary, depending upon purchase price and loan amount, and availability of a reissue credit.

BUYER AND SELLER

Messenger/Wire Fee	<u>\$25 per service</u>
Recording Fee	<u>\$46 per document</u>
Recording Service Fee	<u>**\$25 per document</u>

****Verify specific pricing with your Home Title closer**

VI. Referrals

In the real estate industry, it is customary for Sales Executives to refer their clients to certain third-party vendors (e.g. lenders, insurance agents, attorneys, home inspectors and contractors). Generally, these referrals are based upon positive results which the Sales Executive have seen or experienced with these vendors. In making such referrals, the Sales Executives are not endorsing the vendors or requiring that you use their services. Rather, they are simply attempting to assist you in securing outside services. If you want to consider employing different vendors, RE/MAX Results encourages you to do so.

ACKNOWLEDGMENT

I/we have read this disclosure form and understand that RE/MAX Results may refer me/us to purchase the above described settlement services and, may receive a financial or other benefit as the result of this referral.

DocuSigned by:

 (Seller) 24CA14448... 6/1/2014
 (Date)

(Buyer) _____ (Date)

DocuSigned by:

 (Buyer) 39F28674F4... 6/1/2014
 (Date)

(Buyer) _____ (Date)

602 20th St NE Kasson

PROPERTY ADDRESS

(rev. results 8/13)

Helgeson 000288

Andrew Mulholland

SALES EXECUTIVE'S NAME



AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

Page 1

MINNESOTA LAW REQUIRES that early in any relationship, real estate brokers or salespersons discuss with consumers what type of agency representation or relationship they desire.⁽¹⁾ The available options are listed below. This is not a contract. This is an agency disclosure form only. If you desire representation you must enter into a written contract, according to state law (a listing contract or a buyer/tenant representation contract). Until such time as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see paragraph V on page two (2)), unless the broker or salesperson is representing another party, as described below.

ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options. I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the broker/salesperson. I/We understand that written consent is required for a dual agency relationship.

THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.

I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on page two. (2)

DocuSigned by:

 (Signature) CA14448... 6/1/2014
 (Date)

DocuSigned by:

 (Signature) 28674F4... 6/1/2014
 (Date)

- I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker, represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to the Seller/Landlord the fiduciary duties described on page two (2).⁽²⁾ The broker must also disclose to the Buyer material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph V on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel from the broker or salesperson.
- II. **Subagent:** A broker or salesperson who is working with a Buyer/Tenant but represents the Seller/Landlord. In this case, the Buyer/Tenant is the broker's customer and is not represented by that broker. If a broker or salesperson working with a Buyer/Tenant as a customer is representing the Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any information that is disclosed to him or her. In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel from the broker or salesperson.
- III. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord, even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.) If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph V on page two (2)). In that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or salesperson.



AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

Page 2

- IV. Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This role limits the level of representation the broker and salesperson can provide, and prohibits them from acting exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.^(a)

Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary duties described below.^(a) Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

- V. Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of confidentiality to the party but owes no other duty to the party except those duties required by law or contained in a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's Broker (see paragraph III on page one (1)).

⁽¹⁾ This disclosure is required by law in any transaction involving property occupied or intended to be occupied by one to four families as their residence.

⁽²⁾ The fiduciary duties mentioned above are listed below and have the following meanings:

Loyalty - broker/salesperson will act only in client(s)' best interest.

Obedience - broker/salesperson will carry out all client(s)' lawful instructions.

Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge which might reasonably affect the client(s)' use and enjoyment of the property.

Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific information (such as disclosure of material facts to Buyers).

Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.

Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.

⁽³⁾ If Seller(s)/Landlord(s) decide(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/Tenant(s) decide(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to purchase/lease properties listed by the broker.

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



INTERNET DISPLAY OPTIONS

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Page 1

2. This form is Seller's/Owner's instructions pertaining to the Internet display of the MLS input data for the property
3. located at 602 20th St NE
4. City of Kasson, County of Dodge, State of Minnesota.
5. Listing Contract dated 5-29, 20 14.

6. EXPLANATIONS AND DEFINITIONS

7. "IDX site" means a web site operated by a broker participating in the MLS on which the broker can advertise the
8. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to
9. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

10. "Virtual office web site (VOW)" means a web site operated by a broker participating in the MLS that delivers brokerage
11. services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with their name
12. and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The broker operating
13. the VOW can then show the visiting customer/client nearly all of the information available to the broker in MLS. The
14. seller(s)/owner(s) of a listing have the right to opt out of certain kinds of data display under the MLS's VOW policy. The
15. MLS imposes various other rules and restrictions on VOWs.

16. **Option 1. Listing display on the Internet.**

17. If Seller/Owner selects "No," this listing will not be included in MLS data feeds to Internet web sites
18. that display property listing data, whether intended for advertising the property or providing online
19. brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing to customers/
20. clients via other means, including e-mail, fax, mail, hand delivery and orally.

21. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.**

22. If Seller/Owner selects "No," the address of the property will be hidden on web sites
23. receiving data feeds from MLS that result in Internet listing display, whether intended for advertising
24. the property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can
25. still disclose the address to customers/clients via other means, including e-mail, fax, mail, hand
26. delivery and orally.

27. **Option 3. An automated valuation of the property listing or a link to an automated valuation of it may
28. be displayed adjacent to the listing.**

29. Some VOWs or IDX sites may provide an automated valuation model (AVM) function/service. An
30. AVM uses statistical calculations to estimate the value of a property based upon data from public
31. records, MLS and other sources and incorporating certain assumptions. The accuracy of AVMs has
32. sometimes been criticized because they do not take into consideration all relevant factors in valuing
33. a property. Seller/Owner, by selecting "No," may prohibit display of an automated valuation of his or
34. her listing adjacent to the listing.

35. **Option 4. Comments or reviews of the property by persons other than the displaying broker may be
36. displayed with or attached as a link to the listing data of the property.**

37. Some VOWs or IDX sites may provide functionality that permits the customers/clients using the
38. VOW or IDX site to enter comments or reviews of the listed properties. If "No" is selected, a VOW
39. or IDX site may not display comments or reviews with the listing or by hyperlink to such comments
40. or reviews. Note that the broker displaying the listing on his or her VOW or IDX site may add
41. commentary representing his or her professional judgment regarding the listing's value, etc.

MN:IDO-1 (8/11)



INTERNET DISPLAY OPTIONS

42. Page 2

43. For the property located at 602 20th St NE,
44. City of Kasson, County of Dodge, State of Minnesota.
45. For each option below, the MLS system automatically defaults to "Yes." See page one (1) for definitions and explanations of these options.
- 46.
47. **Option 1.** Shall the property listing be displayed on the Internet, including sold information? ☒ Yes ☐ No
48. Seller/Owner understands and acknowledges that if Seller/Owner has selected "No" for Option 1,
49. consumers who conduct searches for listings on the Internet will not see information about the listed
50. property in response to their searches.
51. If "No" was selected at Option 1, skip Options 2-4 and sign below. If "Yes" was selected for Option 1, continue
52. to Option 2.
53. **Option 2.** Shall the listing address (house and unit numbers and street name) be
54. displayed on the Internet? ☒ Yes ☐ No
55. **Option 3.** Shall an automatic valuation of the property listing or a link to an
56. automated valuation be displayed adjacent to the listing? ☒ Yes ☐ No
57. **Option 4.** Shall comments or reviews of the property by persons other than
58. the displaying broker be displayed with or attached as a link to the
59. listing data of the property? ☐ Yes ☒ No

60. DocuSigned by: [Signature] 6/1/2014
(Seller's Owner's Signature) (Date)

DocuSigned by: [Signature] 6/1/2014
(Seller's Owner's Signature) (Date)

MN:IDO-2 (8/11)

From: "[Owners.com](#) Receipt" <listings@listings.owners.com>
Date: April 13, 2014 2:42:04 PM CDT
To: helgy62@yahoo.com
Subject: Flat Fee MLS Receipt
Reply-To: "[Owners.com](#) - Do Not Reply" <NO-REPLY@owners.com>

Flat Fee MLS Receipt

Largest FSBO website since
1996

Thank you for your MLS order.

This email has valuable information about your order. Please read it carefully and save it for future reference.

Order Summary

Order Date 4/13/2014

Listing ID APP3862

Property 602 20th St NE
Kasson, MN 55944

Product	Price
Flat Fee MLS:	\$395.00
Real Estate Forms & Contracts:	\$34.95
Subtotal	\$0.00
Shipping	FREE
Tax	\$0.00
Total	\$429.95

The licensed agent who will enter your property on the MLS will contact you shortly by e-mail. This agent is licensed in your state and a member of the MLS for your county. If you do not hear from the agent within one business day, please check your Spam folder to make sure it hasn't been marked as junk mail. Otherwise, please contact us at help@owners.com for further assistance.

The licensed agent will collect the information needed to list your property and provide you

with all the required forms to list on the MLS. If you decide for any reason you do not want to list on the MLS after reviewing the forms, please contact us at the number below for a refund.

After you complete the forms with your listing agent, your property should be listed on the MLS within 1-2 days and on [Realtor.com](https://www.realtor.com) within 1-3 days.

Have questions about the MLS? [Click here to view our FAQ's](#) at the bottom of the page.

Offering a Commission to a Buyer's Agent

By listing on the MLS you are hoping to attract agents who represent qualified buyers. Therefore, your licensed listing agent will recommend that you offer a commission of 2% - 3% to buyer's agents. You will be given a form to state the amount of commission you want to offer buyer's agents.

[Owners.com](#) Listing

Your MLS order includes a listing on [Owners.com](https://www.owners.com). You are responsible for keeping this listing updated. Your listing agent is only responsible for maintaining your [Realtor.com](https://www.realtor.com) and MLS listing.

If you have any additional questions about your [Owners.com](https://www.owners.com) account, please call us, we're here to help.

The [Owners.com](https://www.owners.com) Customer Service Team

Note: As long as your property has not already been listed on the MLS, you may request a refund (less \$25 processing fee) up to 30 days from your purchase date and have up to 60 days from the purchase date to complete your MLS listing.

Questions? Ask our experts.

Customer care: (888) 645-6305

Or email us at help@owners.com

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From: "BookAShowing.com" <bas_noreply@bookashowing.com>

Date: June 25, 2014 8:58:47 PM CDT

To: <helgy62@yahoo.com>

Subject: Showing Feedback for 602 20th Street NE

Reply-To: <andymulholland@remax.net>



602 20th Street NE (4052854)

Date: Wednesday, June 25, 2014 at 6:45 PM

Buyer: PRIVATE

Price: \$249,900

Show Agent: CHRISTI COOK



Interior: Above Avg (4 of 5)

Exterior: Above Avg (4 of 5)

Floor Plan: Above Avg (4 of 5)

Pricing: At Market Value

Future Possibility: Interested

Question: Do you want to be notified of other offers on this property?

Answer: Y

Comments: Clients loved the house and all the upgrades. Staged very well!

Sent at: 6/25/2014 8:58:47 PM

Please **do not reply** to this email as this is only a notification message sent to you.

BookAShowing.com | 3833 White Ave | Eau Claire, WI 54703

From: "BookAShowing.com" <bas_noreply@bookashowing.com>

Date: June 14, 2014 7:04:36 PM CDT

To: <helgy62@yahoo.com>

Subject: Showing Feedback for 602 20th Street NE

Reply-To: <andymulholland@remax.net>



602 20th Street NE (4052854)

Date: Saturday, June 14, 2014 at 11:30 AM

Buyer: PRIVATE

Price: \$249,900

Show Agent: PETER LIANG



Interior: Excellent (5 of 5)

Exterior: Average (3 of 5)

Floor Plan: Above Avg (4 of 5)

Pricing: At Market Value

Future Possibility: Still Looking

Question: Do you want to be notified of other offers on this property?

Answer: N

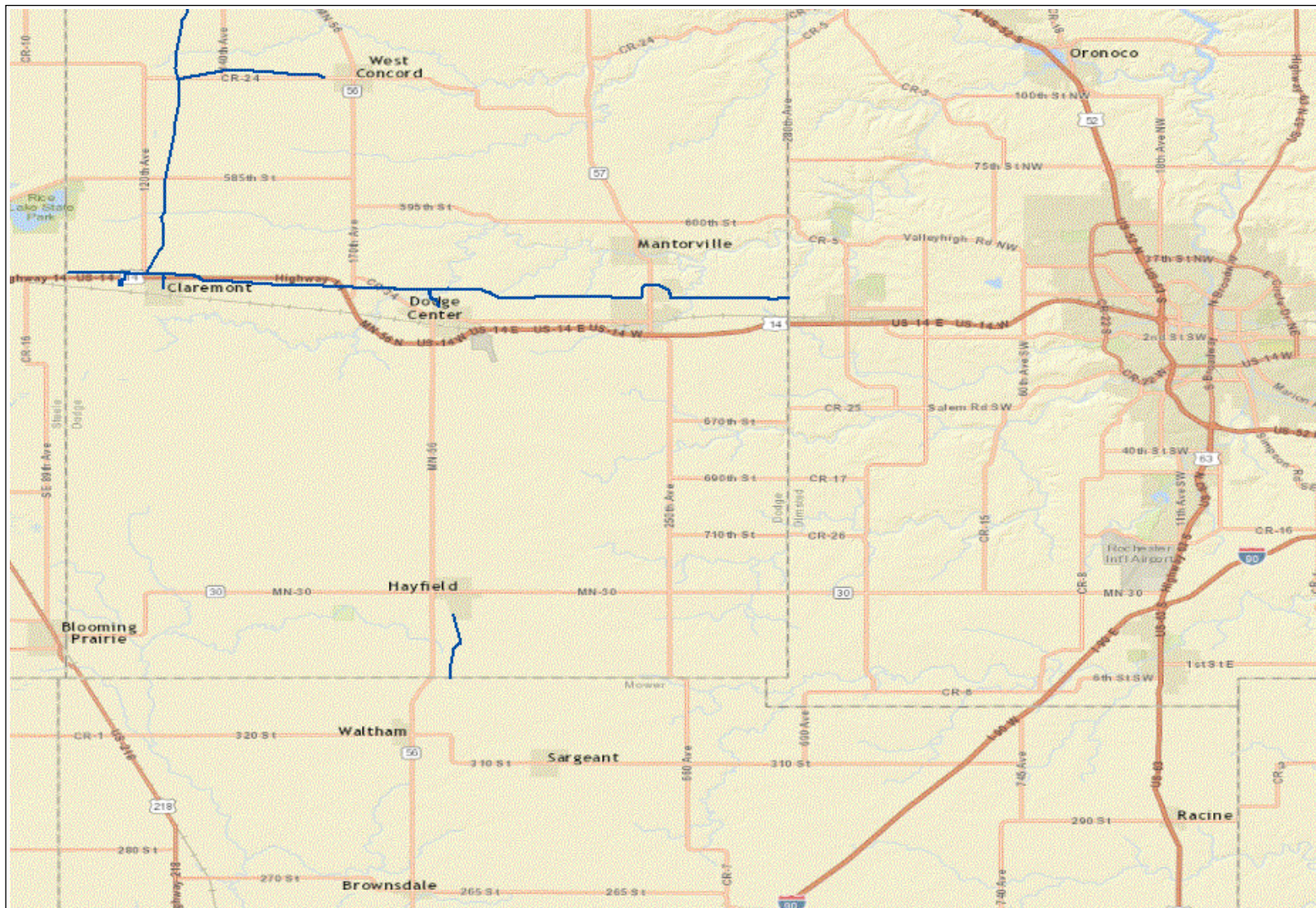
Comments: Clients liked the house. Very up to date. They ideally want something with a larger lot and more privacy from neighbors.

Sent at: 6/14/2014 7:04:36 PM

Please **do not reply** to this email as this is only a notification message sent to you.

BookAShowing.com | 3833 White Ave | Eau Claire, WI 54703

NATIONAL PIPELINE MAPPING SYSTEM



Legend

- Gas Transmission Pipelines
- Hazardous Liquid Pipelines

0 2.0 Miles

Pipelines depicted on this map represent gas transmission and hazardous liquid lines only. Gas gathering and gas distribution systems are not represented.

This map should never be used as a substitute for contacting a one-call center prior to excavation activities. Please call 811 before any digging occurs.

Questions regarding this map or its contents can be directed to npms-nr@mbakercorp.com.

Projection: Geographic

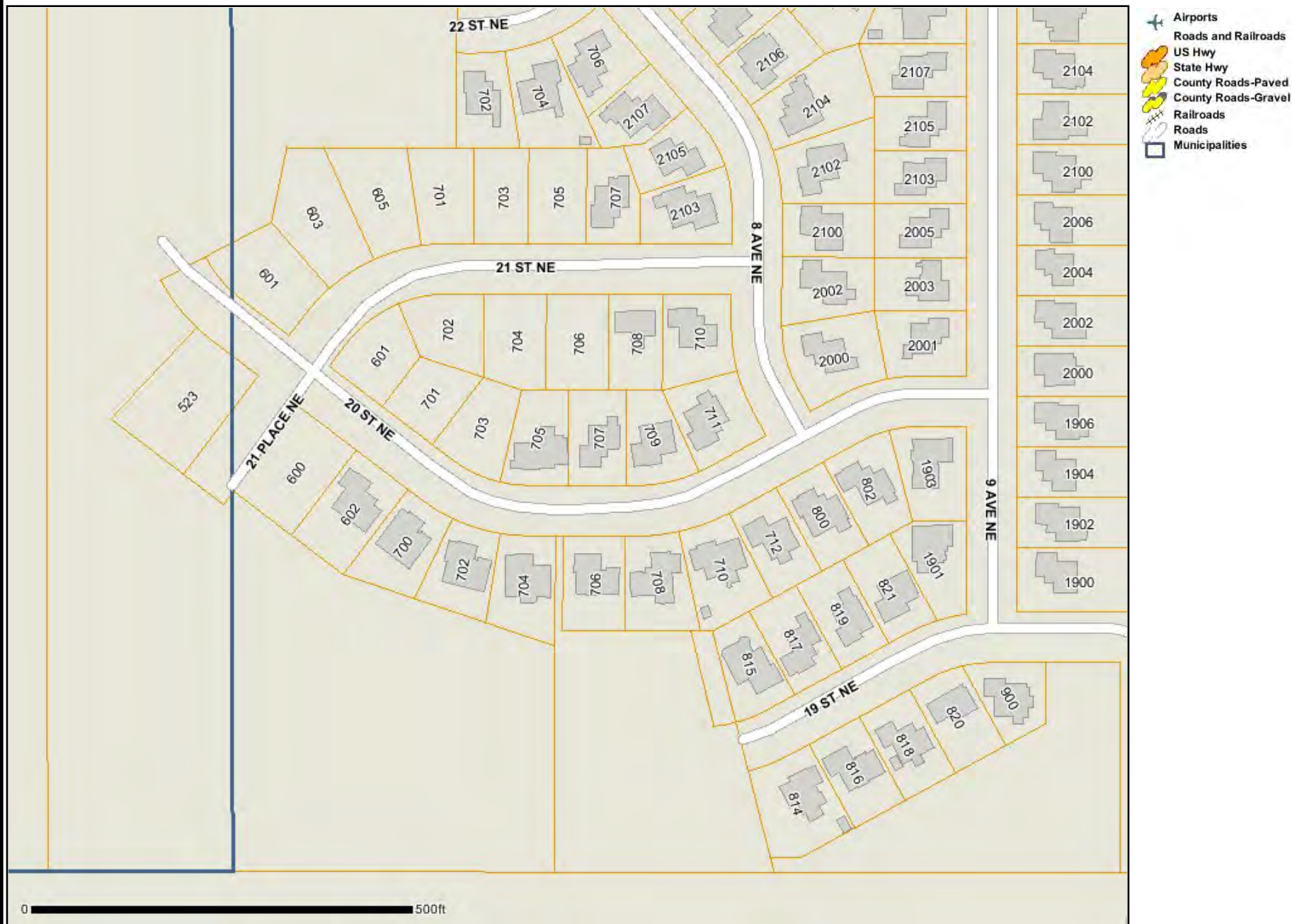
Datum: NAD83

Map produced by the NPMS Public Viewer at www.npms.phmsa.dot.gov

Date Printed: Jun 12, 2014



20th St NE



This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The user of this map acknowledges that the City/County shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City/County from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided. Map Created: 2/3/2015

Hosted by
Vanguard Appraisals, Inc. 

Parcel Number: 24.364.3001
Deed Holder: CHRISTOPHER M MCKERN
Deed Holder 2: CANDICE K MCKERN
Property Address: 523 21ST PL NE
KASSON, [MAP THIS ADDRESS](#)
Mailing Address: 523 21ST PL NE
KASSON, MN 55944 USA
PDF Name: 24 RESIDENTIAL
Class: RESIDENTIAL
Map Area: KASSON CITY
Tax District: KASSON/SD 204
Zoning: CONTACT LOCAL ZONING OFFICE
Subdivision: KASSON MEADOWS 5TH
Sec-Twp-Rng: 28-107-016
Lot-Block: 001-003
Legal Description:
Property Report: [PROPERTY REPORT \(PDF FILE\)](#)



1 / 5

**Current Value Information**

Land Value	Dwelling Value	Improvement Value	Total Value
\$42,300	\$204,400	\$0	\$246,700

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2014	\$42,300	\$204,400	\$0	\$246,700
2013	\$42,300	\$0	\$0	\$42,300

▼ More Years...

Prior Year Value Information

Lot	Front	Rear	Side 1	Side 2	Eff Frontage
Main Lot	98.00	98.00	102.91	112.89	92.12
Sub Lot 2	4.55	21.43	112.89	112.89	9.67
Sub Lot 3	102.55	119.43	61.19	49.10	68.15

Land Front Foot Information

Residential Building Information

Occupancy	Style	Year Built	Total Living Area
▼ Single-Family / Owner Occupied	1 Story Frame	2013	1,408

Yard Extra Information

Description	Item Count	Year Built
▼ Driveway	1	2013

Sale Information

Sale Date	Amount	Non-Useable Transaction Code	Recording
▲ 09/16/2013	\$262,000	007 - PHYSICAL CHANGE (AFTER ASSESSMENT DATE; BEFORE SALE) NEW CONSTRUCTION	203480

Sales Detail

Buyer: CHRISTOPHER M MCKERN ; CANDICE K MCKERN
 Seller: RL HOMES LLC
 Sale Date: 09/16/2013

Helgerson 000301

Sale Amount: \$262,000
Sales Type: WD
NUT Code: 007 - PHYSICAL CHANGE (AFTER ASSESSMENT DATE; BEFORE SALE) NEW CONSTRUCTION
Recording: 203480
Remarks:
Additional Information: [Click Here](#)

▲ 08/20/2013 \$0 060 - NON-QUALIFIED DEED TRANSACTION

Sales Detail

Buyer: KASSON MEADOWS,LLC
Seller: NORTH BROADWAY PARTNERS,LLC ; ACCU-CON,INC
Sale Date: 08/20/2013
Sale Amount: \$0
Sales Type: QCD
NUT Code: 060 - NON-QUALIFIED DEED TRANSACTION
Recording:
Remarks:
Additional Information: [Click Here](#)

▲ 06/13/2013 \$0 060 - NON-QUALIFIED DEED TRANSACTION 202663

Sales Detail

Buyer: KASSON MEADOWS LLC
Seller: NORTH BROADWAY PARTNERS ; ACCU-CON
Sale Date: 06/13/2013
Sale Amount: \$0
Sales Type: QCD
NUT Code: 060 - NON-QUALIFIED DEED TRANSACTION
Recording: 202663
Remarks:
Additional Information: [Click Here](#)

▲ 06/10/2013 \$35,000 037 - VACANT LOT

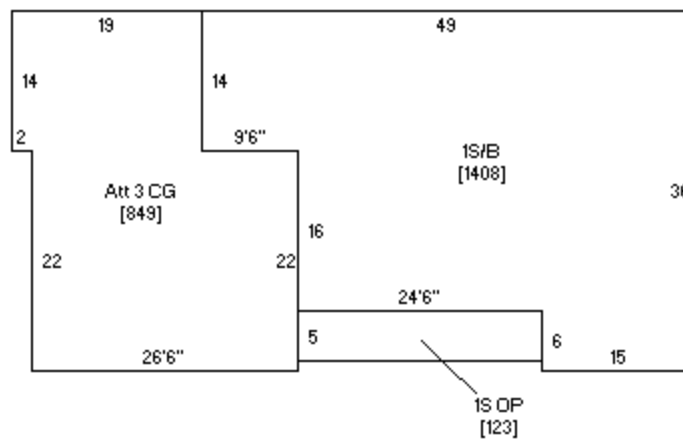
202664

Sales Detail

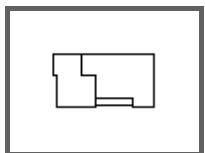
Buyer: RL HOMES,LLC
Seller: KASSON MEADOWS,LLC
Sale Date: 06/10/2013
Sale Amount: \$35,000
Sales Type: WD
NUT Code: 037 - VACANT LOT
Recording: 202664
Remarks:
Additional [Click Here](#)
Information:

Building Permit Information

Date	Number	Amount	Reason
09/13/2013	13-140	200	Deck/Patio
06/20/2013	13-76	203,000	New Dwlg




1 / 1



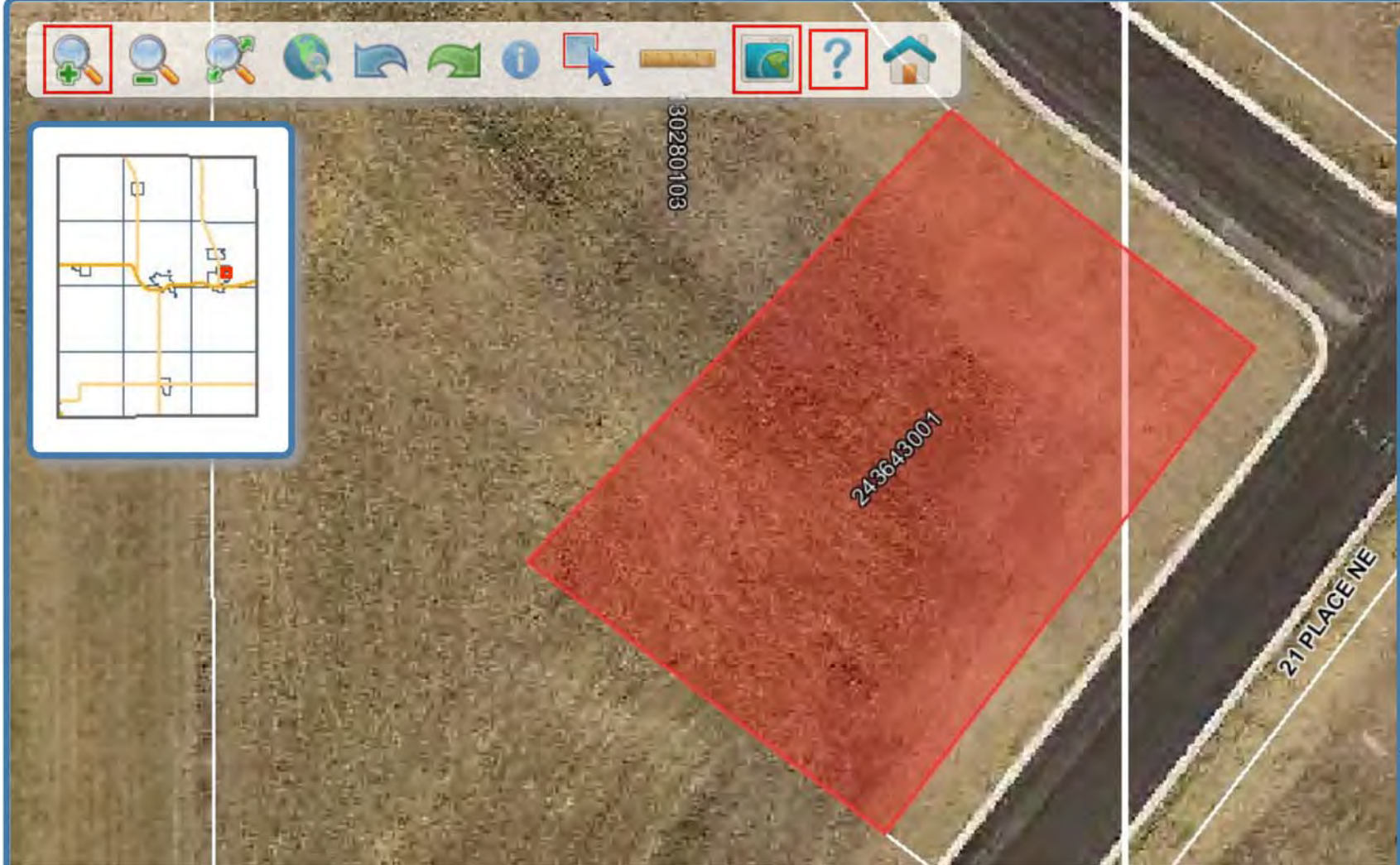

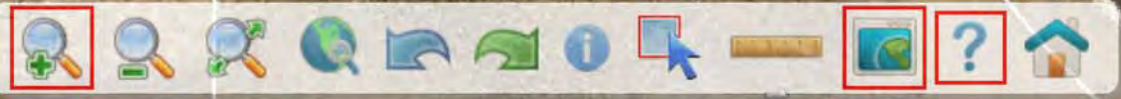
Helgerson 000304



Sketch



Dodge County Online GIS



Use the toolbar on the map, or the **Find** (binoculars icon) below to select





Zoom
Se

PIN: 243643001
Deeded Acres
Property Address
City: KASSON
Primary Taxpayers
Abbreviated Legal Description
Range-016 KAS
Block-003
[Basic Parcel Facts](#)



GIS Map Information

Dodge County, MN Parcel Report

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Report Date: 2/3/2015


Parcel ID Number: 243643001
Deeded Acres: 0
Property Address: 523 21ST PL NE
Property City: KASSON
Property State: MN
Property Zipcode: 55944-

Primary Taxpayer: CHRISTOPHER M MCKERN
Secondary Taxpayer: CANDICE K MCKERN
Taxpayer Address: 523 21ST PL NE
Taxpayer City: KASSON
Taxpayer State: MN
Taxpayer Zipcode: 55944-

Legal Description: Sect-28 Twp-107 Range-016 KASSON MEADOWS 5TH SUBD Lot-001 Block-003

School District #: 0204
TIF District: 0
Plat: KASSON MEADOWS 5TH SUBD

Twp/Rng/Sec: 107/016/28
Lot: 001
Block: 003

Hosted by
Vanguard Appraisals, Inc. **Parcel Number:** 24.364.2001**Deed Holder:** TAYLOR HODGMAN**Property Address:** 600 20TH ST NEKASSON, MN 55944-0000 [MAP THIS ADDRESS](#)**Mailing Address:** 600 20TH ST NE

KASSON, MN 55944 USA

PDF Name: 24 RESIDENTIAL**Class:** RESIDENTIAL**Map Area:** KASSON CITY**Tax District:** KASSON/SD 204**Zoning:** CONTACT LOCAL ZONING OFFICE**Subdivision:** KASSON MEADOWS 5TH**Sec-Twp-Rng:** 28-107-016**Lot-Block:** 001-002**Legal Description:****Property Report:** [PROPERTY REPORT \(PDF FILE\)](#)

1 / 4

**Current Value Information****Land Value**
\$40,200**Dwelling Value**
\$152,600**Improvement Value**
\$0**Total Value**
\$192,800**Prior Year Value Information**

2014	\$40,200	\$152,600	\$0	\$192,800	
2013	\$40,200	\$0	\$0	\$40,200	
Year	Land Value	Dwelling Value	Improvement Value	Total Value	
▼ More Years...					
Lot	Front	Rear	Side 1	Side 2	Eff Frontage
Main Lot	95.00	95.00	112.89	103.01	89.30
Sub Lot 2	95.00	95.00	27.11	36.99	37.05

Land Front Foot Information

Residential Building Information				
Occupancy	Style	Year Built	Total Living Area	
▼ Single-Family / Owner Occupied	1 Story Frame	2013	1,461	

Yard Extra Information

Description	Item Count	Year Built
▼ Driveway	1	2014

Sale Information

Sale Date	Amount	Non-Useable Transaction Code	Recording
▲ 08/20/2013	\$0	060 - NON-QUALIFIED DEED TRANSACTION	

Sales Detail

Buyer: KASSON MEADOWS,LLC
 Seller: NORTH BROADWAY PARTNERS,LLC ; ACCU-CON,INC
 Sale Date: 08/20/2013
 Sale Amount: \$0
 Sales Type: QCD
 NUT Code: 060 - NON-QUALIFIED DEED TRANSACTION
 Recording:
 Remarks:
 Helgeson 000309

Additional
Information:

[Click Here](#)

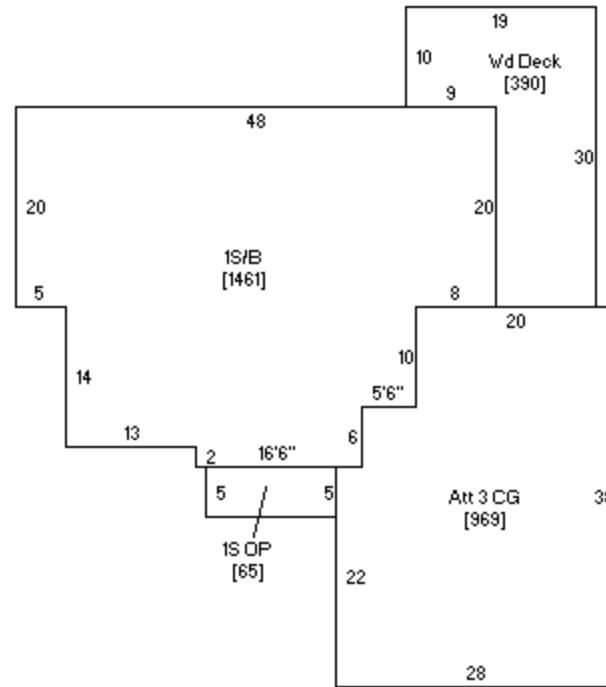
▲ 06/10/2013 \$33,000 037 - VACANT LOT 202143

Sales Detail

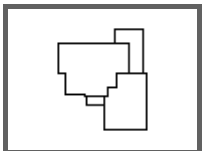
Buyer: TAYLOR HODGMAN
Seller: KASSON MEADOWS,LLC
Sale Date: 06/10/2013
Sale Amount: \$33,000
Sales Type: WD
NUT Code: 037 - VACANT LOT
Recording: 202143
Remarks:
Additional
Information: [Click Here](#)

Building Permit Information

Date	Number	Amount	Reason
07/01/2014	14-124	5,500	Deck/Patio
09/24/2013	13-153	214,000	New Dwlg




1 / 1



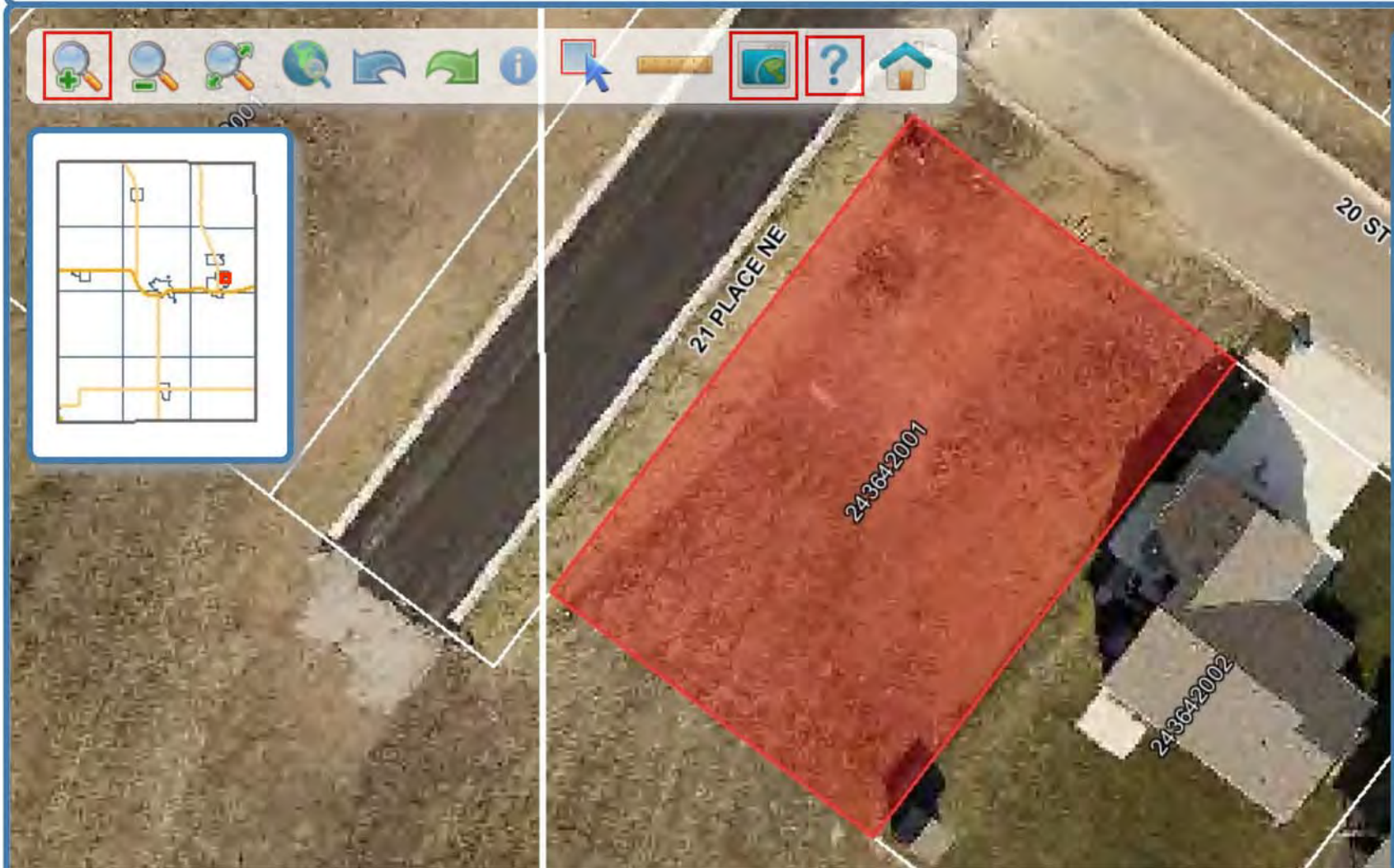

Helgerson 000311


Sketch



Dodge County Online GIS


Use the toolbar on the map, or the **Find** (binoculars icon) below to select





Zoom
Se

PIN: 243642001
Deeded Acres
Property Address
City: KASSON
Primary Taxpayer
Abbreviated L
Range-016 KAS
Block-002
[Basic Parcel F](#)



GIS Map Information

Dodge County, MN Parcel Report

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Report Date: 2/3/2015

Parcel ID Number: 243642001
Deeded Acres: 0
Property Address: 600 20TH ST NE
Property City: KASSON
Property State: MN
Property Zipcode: 55944-

Primary Taxpayer: TAYLOR HODGMAN
Secondary Taxpayer:
Taxpayer Address: 600 20TH ST NE
Taxpayer City: KASSON
Taxpayer State: MN
Taxpayer Zipcode: 55944-

Legal Description: Sect-28 Twp-107 Range-016 KASSON MEADOWS 5TH SUBD Lot-001 Block-002

School District #: 0204
TIF District: 0
Plat: KASSON MEADOWS 5TH SUBD

Twp/Rng/Sec: 107/016/28
Lot: 001
Block: 002



Parcel Number: 24.364.2002
Deed Holder: FRED W HELGERSON
Deed Holder 2: BARBARA J HELGERSON
Property Address: 602 20TH ST NE
 KASSON, MN 55944-0000 [MAP THIS ADDRESS](#)
Mailing Address: 602 20TH ST NE
 KASSON, MN 55944 USA
PDF Name: 24 RESIDENTIAL
Class: RESIDENTIAL
Map Area: KASSON CITY
Tax District: KASSON/SD 204
Zoning: CONTACT LOCAL ZONING OFFICE
Subdivision: KASSON MEADOWS 5TH
Sec-Twp-Rng: 28-107-016
Lot-Block: 002-002
Legal Description:
Property Report: [PROPERTY REPORT \(PDF FILE\)](#)



1 / 4



Current Value Information

Land Value	Dwelling Value	Improvement Value	Total Value
\$34,400	\$177,200	\$0	\$211,600

Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2014	\$34,400	\$177,200	\$0	\$211,600
2013	\$34,400	\$176,400	\$0	\$210,800

[More Years...](#)

Land Front Foot Information

Lot	Front	Rear	Side 1	Side 2	Eff Frontage
Main Lot	85.00	85.00	103.01	94.15	76.50
Sub Lot 2	85.00	85.00	36.99	45.85	42.50

Residential Building Information

Occupancy	Style	Year Built	Total Living Area
Single-Family / Owner Occupied	1 Story Frame	2011	1,532

Yard Extra Information

Description	Item Count	Year Built
Driveway	1	2012

Sale Information

Sale Date	Amount	Non-Useable Transaction Code	Recording
07/05/2012	\$214,000	007 - PHYSICAL CHANGE (AFTER ASSESSMENT DATE;	197389

Helgerson 000315

BEFORE SALE) NEW CONSTRUCTION

Sales Detail

Buyer: FRED W HELGERSON ; BARBARA J HELGERSON
Seller: INDEPENDENT SCHOOL DISTRICT NO. 204
Sale Date: 07/05/2012
Sale Amount: \$214,000
Sales Type: WD
NUT Code: 007 - PHYSICAL CHANGE (AFTER ASSESSMENT DATE; BEFORE SALE) NEW CONSTRUCTION
Recording: 197389
Remarks:
Additional Information: [Click Here](#)

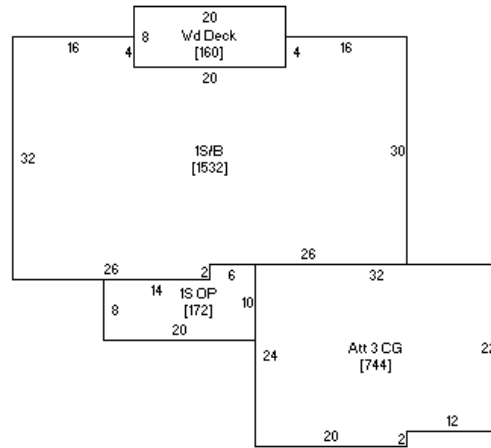
▲ 12/18/2008 \$70,000 037 - VACANT LOT 180059

Sales Detail

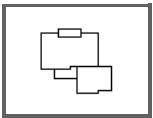
Buyer: INDEPENDENT SCHOOL DISTRICT NO. 204
Seller: KASSON MEADOWS, LLC
Sale Date: 12/18/2008
Sale Amount: \$70,000
Sales Type: WD
NUT Code: 037 - VACANT LOT
Recording: 180059
Remarks: INC. 24.364.2004
Additional Information: [Click Here](#)

Building Permit Information

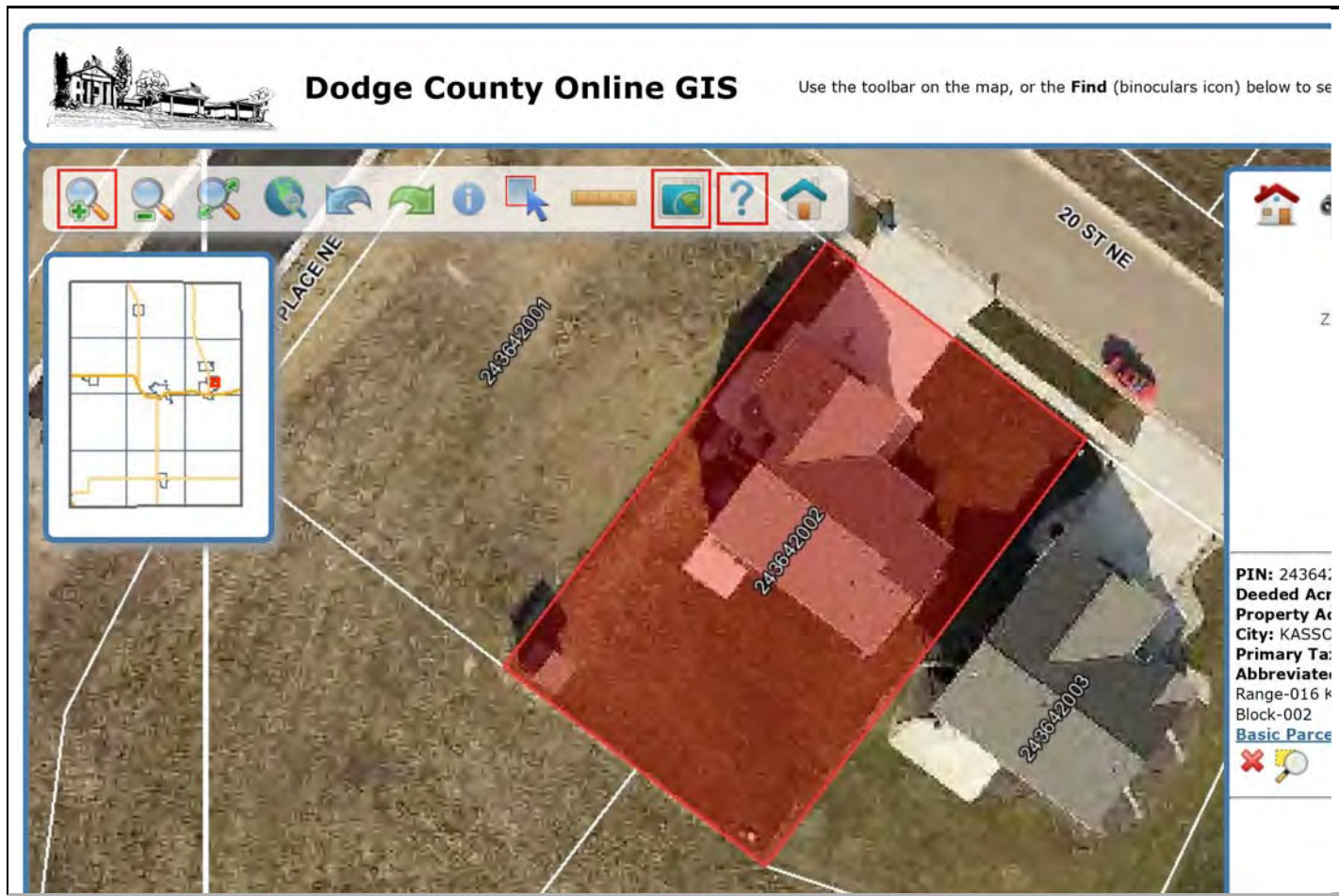
Date	Number	Amount	Reason
04/25/2013	13-45	0	Deck/Patio
02/21/2012	12-009	0	Fireplace
08/22/2011	11-115	219,500	New Dwlg



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Sketch



GIS Map Information

Dodge County, MN Parcel Report

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Report Date: 2/20/2015

Parcel ID Number: 243642002
Deeded Acres: 0
Property Address: 602 20TH ST NE
Property City: KASSON
Property State: MN
Property Zipcode: 55944-

Primary Taxpayer: FRED W HELGERSON
Secondary Taxpayer: BARBARA J HELGERSON
Taxpayer Address: 602 20TH ST NE
Taxpayer City: KASSON
Taxpayer State: MN
Taxpayer Zipcode: 55944-

Legal Description: Sect-28 Twp-107 Range-016 KASSON MEADOWS 5TH SUBD Lot-002 Block-002

School District #: 0204
TIF District: 0
Plat: KASSON MEADOWS 5TH SUBD

Twp/Rng/Sec: 107/016/28
Lot: 002
Block: 002

Hosted by
Vanguard Appraisals, Inc. **Parcel Number:** 24.364.2003**Deed Holder:** KEVIN L VENENGA**Deed Holder 2:** KIMRA K VENENGA**Property Address:** 700 20TH ST NEKASSON, MN 55944-0000 [MAP THIS ADDRESS](#)**Mailing Address:** 700 20TH ST NE

KASSON, MN 55944 USA

PDF Name: 24 RESIDENTIAL**Class:** RESIDENTIAL**Map Area:** KASSON CITY**Tax District:** KASSON/SD 204**Zoning:** CONTACT LOCAL ZONING OFFICE**Subdivision:** KASSON MEADOWS 5TH**Sec-Twp-Rng:** 28-107-016**Lot-Block:** 003-002**Legal Description:****Property Report:** [PROPERTY REPORT \(PDF FILE\)](#)

1 / 2

**Current Value Information****Land Value**
\$30,500**Dwelling Value**
\$180,600**Improvement Value**
\$0**Total Value**
\$211,100

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2014	\$30,500	\$180,600	\$0	\$211,100
2013	\$30,500	\$180,700	\$0	\$211,200

▼ More Years...

Prior Year Value Information

Lot	Front	Rear	Side 1	Side 2	Eff Frontage
Main Lot	78.00	78.00	94.15	91.80	67.86
Sub Lot 2	78.00	78.00	45.85	24.18	34.32

Land Front Foot Information

Residential Building Information

Occupancy	Style	Year Built	Total Living Area
▼ Single-Family / Owner Occupied	1 Story Frame	2010	1,484

Yard Extra Information

Description	Item Count	Year Built
▼ Driveway	1	2011

Sale Information

Sale Date	Amount	Non-Useable Transaction Code	Recording
▲ 06/02/2011	\$220,452	007 - PHYSICAL CHANGE (AFTER ASSESSMENT DATE; BEFORE SALE) NEW CONSTRUCTION	191975

Sales Detail

Buyer: KEVIN L VENENGA ; KIMRA K VENENGA
 Seller: INDEPENDENT SCHOOL DIST 204
 Sale Date: 06/02/2011
 Sale Amount: \$220,452

Helgerson 000321

Sales Type: WD
NUT Code: 007 - PHYSICAL CHANGE (AFTER ASSESSMENT DATE; BEFORE SALE) NEW CONSTRUCTION
Recording: 191975
Remarks:
Additional Information: [Click Here](#)

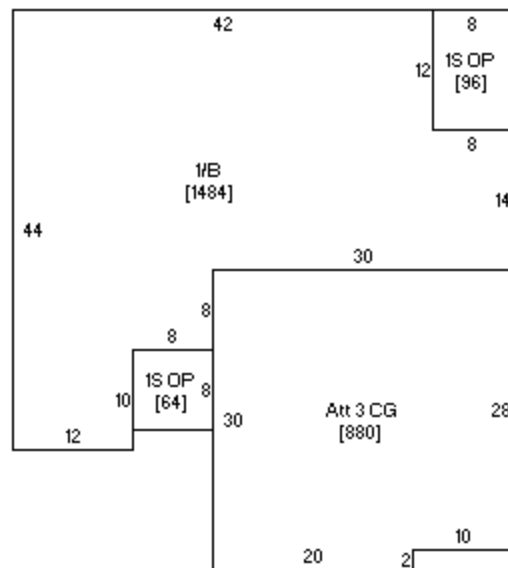
▲ 05/10/2010 \$0 060 - NON-QUALIFIED DEED TRANSACTION

Sales Detail

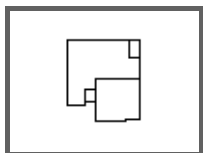
Buyer: INDEPENDENT SCHOOL DISTRICT NO 204
Seller: KASSON MEADOWS LLC
Sale Date: 05/10/2010
Sale Amount: \$0
Sales Type: QCD
NUT Code: 060 - NON-QUALIFIED DEED TRANSACTION
Recording:
Remarks:
Additional Information: [Click Here](#)

Building Permit Information

Date	Number	Amount	Reason
08/12/2010	10-102	213,500	New Dwlg




1 / 1




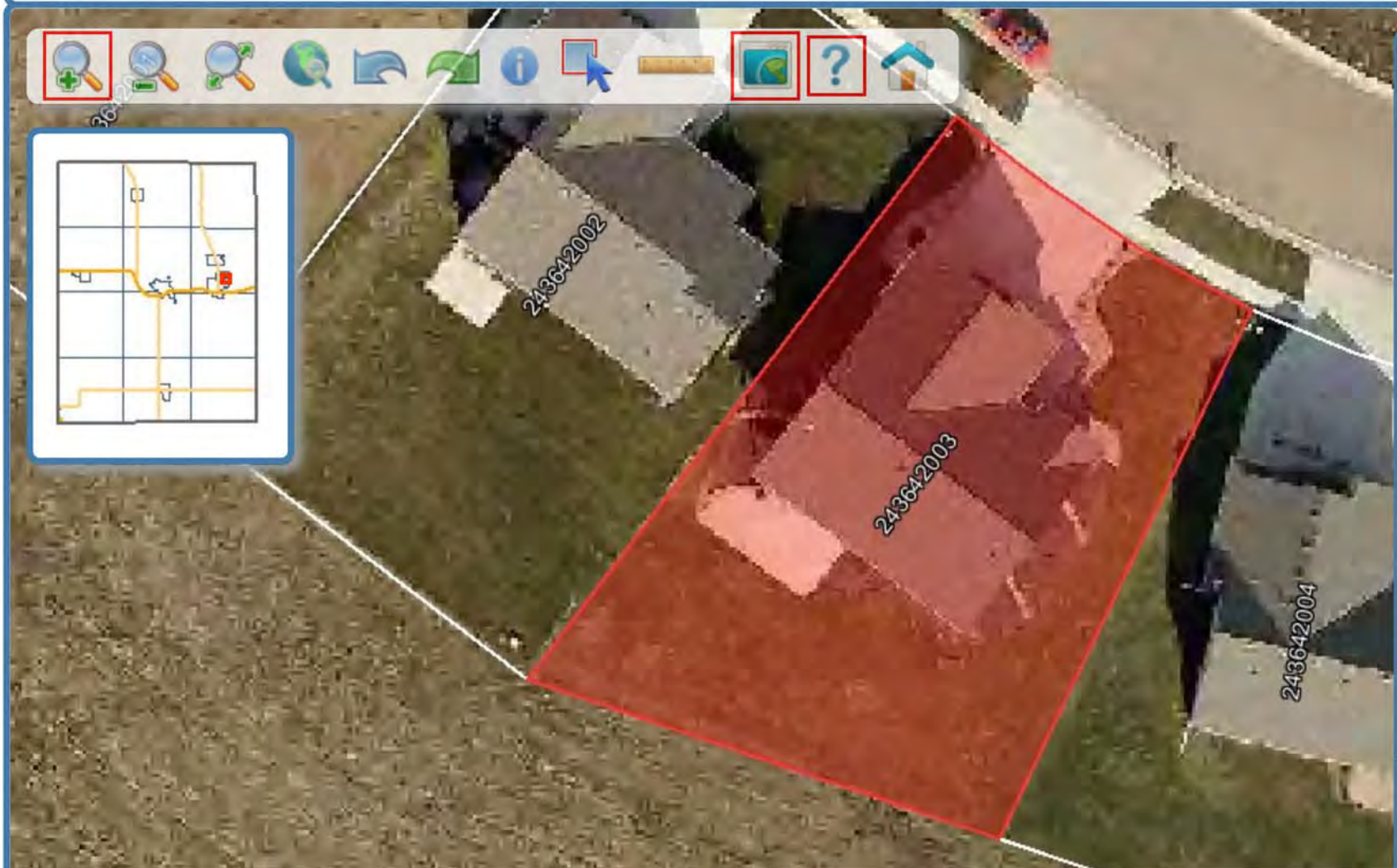
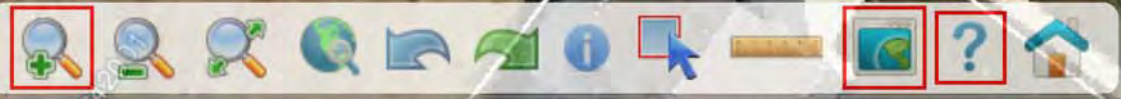
Helgerson 000323



Sketch



Dodge County Online GIS



Use the toolbar on the map, or the **Find** (binoculars icon) below to select





Zoom
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PIN: 243642003
Deeded Acres
Property Address
City: KASSON
Primary Taxpayer
Abbreviated L
Range-016 KAS
Block-002
[Basic Parcel F](#)



GIS Map Information

Dodge County, MN Parcel Report

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Report Date: 2/3/2015

Parcel ID Number: 243642003
Deeded Acres: 0
Property Address: 700 20TH ST NE
Property City: KASSON
Property State: MN
Property Zipcode: 55944-

Primary Taxpayer: KEVIN L VENENGA
Secondary Taxpayer: KIMRA K VENENGA
Taxpayer Address: 700 20TH ST NE
Taxpayer City: KASSON
Taxpayer State: MN
Taxpayer Zipcode: 55944-

Legal Description: Sect-28 Twp-107 Range-016 KASSON MEADOWS 5TH SUBD Lot-003 Block-002

School District #: 0204
TIF District: 0
Plat: KASSON MEADOWS 5TH SUBD

Twp/Rng/Sec: 107/016/28
Lot: 003
Block: 002

Hosted by
Vanguard Appraisals, Inc. **Parcel Number:** 24.364.2004**Deed Holder:** EARL A KOPP**Deed Holder 2:** DIANN S COLLINS**Property Address:** 702 20TH ST NEKASSON, MN 55944-0000 [MAP THIS ADDRESS](#)**Mailing Address:** 702 20TH ST NE

KASSON, MN 55944 USA

PDF Name: 24 RESIDENTIAL**Class:** RESIDENTIAL**Map Area:** KASSON CITY**Tax District:** KASSON/SD 204**Zoning:** CONTACT LOCAL ZONING OFFICE**Subdivision:** KASSON MEADOWS 5TH**Sec-Twp-Rng:** 28-107-016**Lot-Block:** 004-002**Legal Description:****Property Report:** [PROPERTY REPORT \(PDF FILE\)](#)

1 / 2

**Current Value Information****Land Value**
\$32,100**Dwelling Value**
\$181,500**Improvement Value**
\$0**Total Value**
\$213,600

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2014	\$32,100	\$181,500	\$0	\$213,600
2013	\$32,100	\$181,600	\$0	\$213,700

▼ More Years...

Prior Year Value Information

Lot	Front	Rear	Side 1	Side 2	Eff Frontage
Main Lot	65.77	98.52	91.80	118.22	71.32
Sub Lot 2	98.52	98.52	24.18	0.00	15.76

Land Front Foot Information

Residential Building Information

Occupancy	Style	Year Built	Total Living Area
▼ Single-Family / Owner Occupied	1 Story Frame	2010	1,401

Yard Extra Information

Description	Item Count	Year Built
▼ Driveway	1	2011

Sale Information

Sale Date	Amount	Non-Useable Transaction Code	Recording
▲ 09/05/2013	\$255,500	000 - NORMAL ARMS-LENGTH TRANSACTION GOOD SALE	203355

Sales Detail

Buyer: EARL A KOPP ; DIANN S COLLINS
 Seller: BRADLEY J LAVAN ; SHELLY D WEAVER
 Sale Date: 09/05/2013
 Sale Amount: \$255,500
 Sales Type: WD

Helgerson 000328

NUT Code: 000 - NORMAL ARMS-LENGTH TRANSACTION GOOD SALE
Recording: 203355
Remarks:
Additional Information: [Click Here](#)

▲ 06/09/2010 \$36,500 037 - VACANT LOT 187358

Sales Detail

Buyer: BRADLEY J LAVAN ; SHELLY D WEAVER
Seller: KASSON MEADOWS LLC
Sale Date: 06/09/2010
Sale Amount: \$36,500
Sales Type: WD
NUT Code: 037 - VACANT LOT
Recording: 187358
Remarks:
Additional Information: [Click Here](#)

▲ 05/26/2010 \$0 060 - NON-QUALIFIED DEED TRANSACTION

Sales Detail

Buyer: KASSON MEADOWS LLC
Seller: INDEPENDENT SCHOOL DIST 204
Sale Date: 05/26/2010
Sale Amount: \$0
Sales Type: QCD
NUT Code: 060 - NON-QUALIFIED DEED TRANSACTION
Recording:
Remarks:
Additional Information: [Click Here](#)

▲ 12/18/2008 \$0 034 - SECONDARY PARCELS FOR MULTIPLE PARCEL SALES 180059

Sales Detail

Buyer:
Helgerson 000329

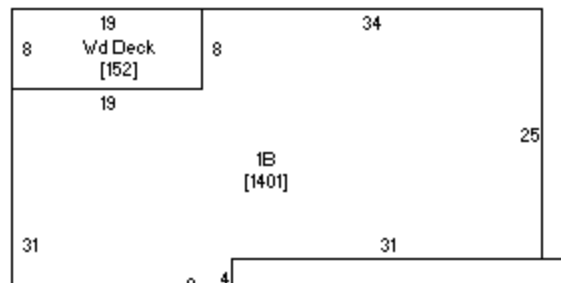
INDEPENDENT SCHOOL DISTRICT NO. 204

Seller: KASSON MEADOWS, LLC
Sale Date: 12/18/2008
Sale Amount: \$0
Sales Type: WD
NUT Code: 034 - SECONDARY PARCELS FOR MULTIPLE PARCEL SALES
Recording: 180059
Remarks: SALES PRICE 24.364.2002
Additional Information: [Click Here](#)

Date	Number	Amount	Reason
04/01/2011	11-23	2,000	Deck/Patio
05/18/2010	10-52	208,000	New Dwlg

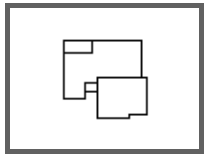
Building Permit Information


Sketch



Helgerson 000330


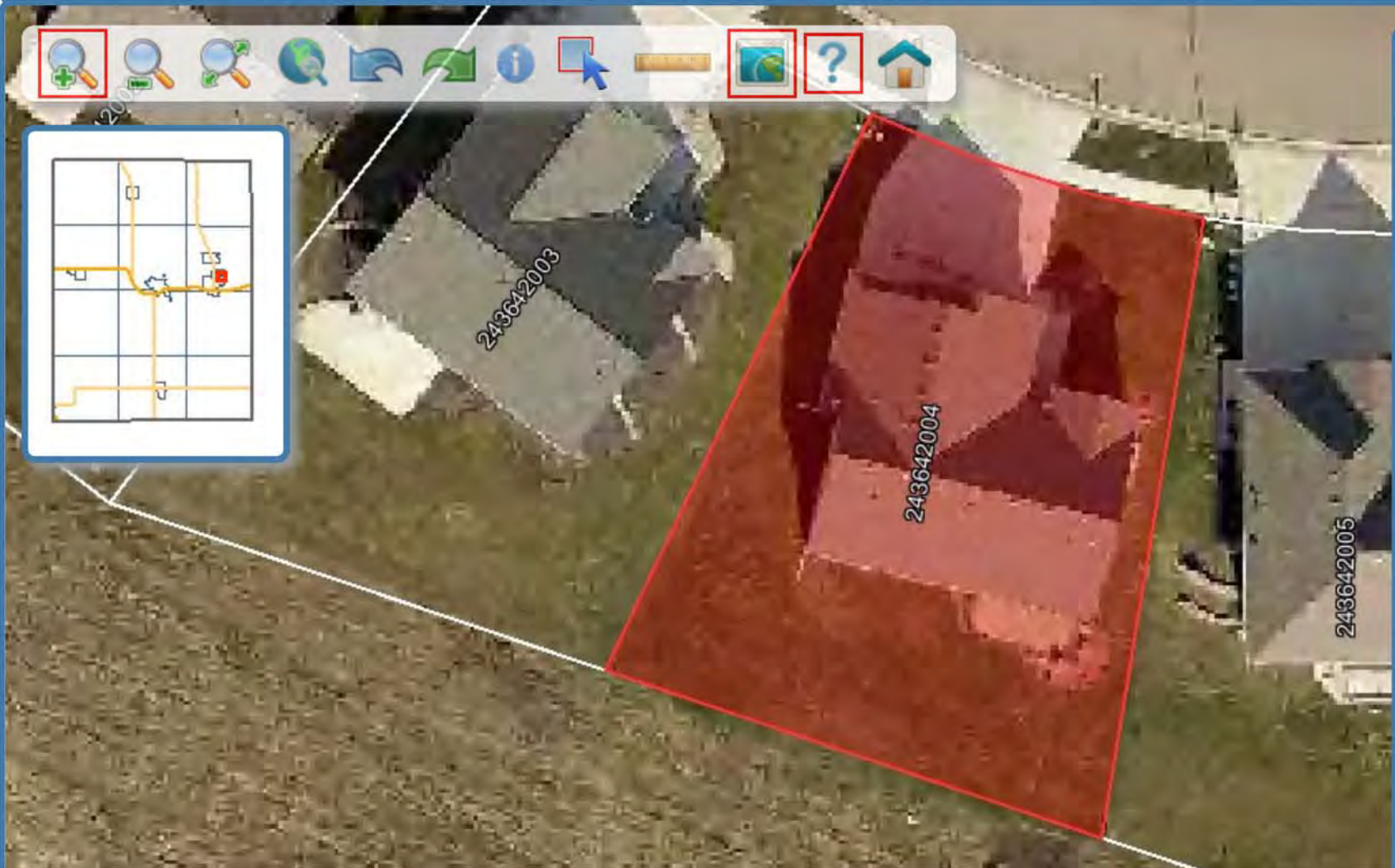

1 / 1







Dodge County Online GIS

Use the toolbar on the map, or the **Find** (binoculars icon) below to select



PIN: 243642004
Deeded Acres:
Property Address:
City: KASSON
Primary Taxpayer:
Abbreviated Legal Description:
Range-016 KAS
Block-002
[Basic Parcel Information](#)

GIS Map Information

Dodge County, MN Parcel Report

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Report Date: 2/3/2015

Parcel ID Number: 243642004
Deeded Acres: 0
Property Address: 702 20TH ST NE
Property City: KASSON
Property State: MN
Property Zipcode: 55944-

Primary Taxpayer: EARL A KOPP
Secondary Taxpayer: DIANN S COLLINS
Taxpayer Address: 702 20TH ST NE
Taxpayer City: KASSON
Taxpayer State: MN
Taxpayer Zipcode: 55944-

Legal Description: Sect-28 Twp-107 Range-016 KASSON MEADOWS 5TH SUBD Lot-004 Block-002

School District #: 0204
TIF District: 0
Plat: KASSON MEADOWS 5TH SUBD

Twp/Rng/Sec: 107/016/28
Lot: 004
Block: 002

Hosted by
Vanguard Appraisals, Inc. **Parcel Number:** 24.364.2005**Deed Holder:** JOSHUA A RICHARDSON**Deed Holder 2:** JESSICA A RICHARDSON**Property Address:** 704 20TH ST NEKASSON, MN 55944-0000 [MAP THIS ADDRESS](#)**Mailing Address:** 704 20TH ST NE

KASSON, MN 55944 USA

PDF Name: 24 RESIDENTIAL**Class:** RESIDENTIAL**Map Area:** KASSON CITY**Tax District:** KASSON/SD 204**Zoning:** CONTACT LOCAL ZONING OFFICE**Subdivision:** KASSON MEADOWS 5TH**Sec-Twp-Rng:** 28-107-016**Lot-Block:** 005-002**Legal Description:****Property Report:** [PROPERTY REPORT \(PDF FILE\)](#)

1 / 2

**Current Value Information****Land Value**
\$36,000**Dwelling Value**
\$174,300**Improvement Value**
\$0**Total Value**
\$210,300

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2014	\$36,000	\$174,300	\$0	\$210,300
2013	\$36,000	\$176,100	\$0	\$212,100
▼ More Years...				

Prior Year Value Information					
Lot	Front	Rear	Side 1	Side 2	Eff Frontage
Main Lot	72.21	95.68	118.22	144.10	80.03

Land Front Foot Information

Residential Building Information			
Occupancy	Style	Year Built	Total Living Area
▼ Single-Family / Owner Occupied	1 Story Frame	2008	1,547

Yard Extra Information

Description	Item Count	Year Built
▼ Driveway	1	2009

Sale Information

Sale Date	Amount	Non-Useable Transaction Code	Recording
▲ 09/24/2008	\$37,900	037 - VACANT LOT	

Sales Detail

Buyer: JOSHUA A RICHARDSON ; JESSICA A RICHARDSON
 Seller: KASSON MEADOWS, LLC
 Sale Date: 09/24/2008
 Sale Amount: \$37,900
 Sales Type: Deed
 NUT Code: 037 - VACANT LOT

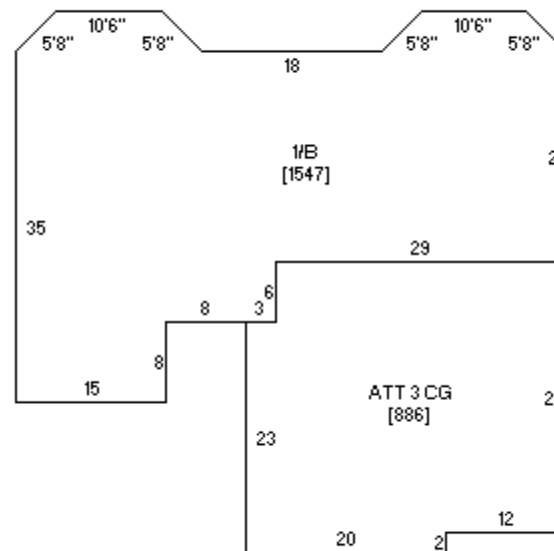
Helgerson 000335

Recording:
Remarks:
Additional
Information: [Click Here](#)

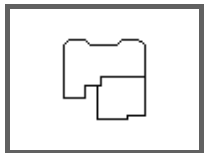
Date	Number	Amount	Reason
10/03/2008	08-134	211,500	New Dwlg


Building Permit Information

Sketch




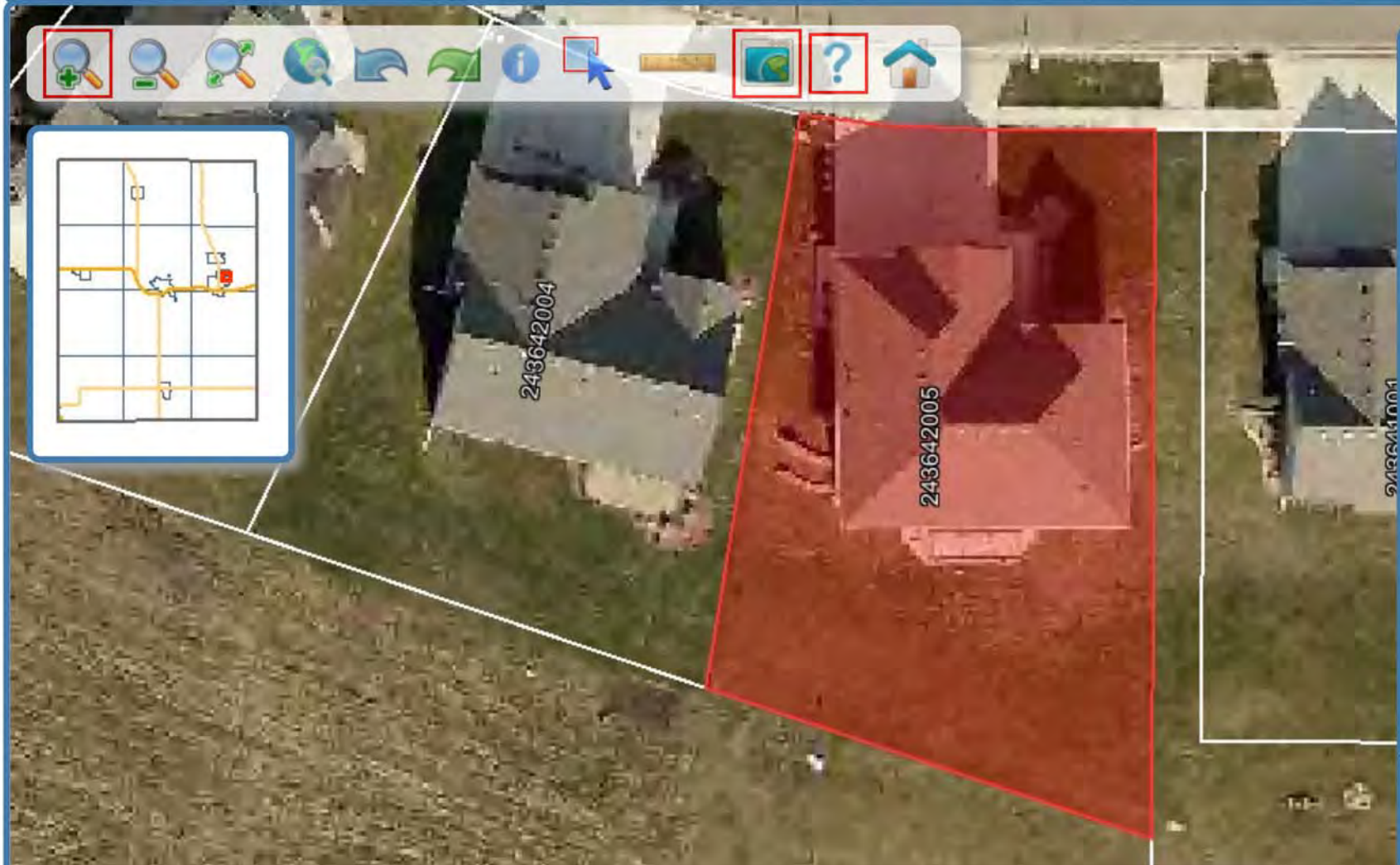

1 / 1





Dodge County Online GIS

Use the toolbar on the map, or the **Find** (binoculars icon) below to select



Zoom
Se

PIN: 243642005
Deeded Acres:
Property Address:
City: KASSON
Primary Taxpayer:
Abbreviated Legal Description:
Range-016 KAS
Block-002
[Basic Parcel Information](#)

✖ 🔍

GIS Map Information

Helgerson 000338

Dodge County, MN Parcel Report

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The user of this map acknowledges that the City/County shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City/County from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.

Report Date: 2/3/2015

Parcel ID Number: 243642005
Deeded Acres: 0
Property Address: 704 20TH ST NE
Property City: KASSON
Property State: MN
Property Zipcode: 55944-

Primary Taxpayer: JOSHUA A RICHARDSON
Secondary Taxpayer: JESSICA A RICHARDSON
Taxpayer Address: 704 20TH ST NE
Taxpayer City: KASSON
Taxpayer State: MN
Taxpayer Zipcode: 55944-

Legal Description: Sect-28 Twp-107 Range-016 KASSON MEADOWS 5TH SUBD Lot-005 Block-002

School District #: 0204
TIF District: 0
Plat: KASSON MEADOWS 5TH SUBD

Twp/Rng/Sec: 107/016/28
Lot: 005
Block: 002

Dodge County, MN Parcel Report

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Report Date: 2/3/2015

Parcel ID Number: 243605001
Deeded Acres: 0
Property Address: 814 19TH ST NE
Property City: KASSON
Property State: MN
Property Zipcode: 55944-

Primary Taxpayer: DAN LERMON
Secondary Taxpayer: THERESA LERMON
Taxpayer Address: 814 19TH ST NE
Taxpayer City: KASSON
Taxpayer State: MN
Taxpayer Zipcode: 55944-

Legal Description: Sect-28 Twp-107 Range-016 KASSON MEADOWS Lot-001 Block-005

School District #: 0204
TIF District: 0
Plat: KASSON MEADOWS

Twp/Rng/Sec: 107/016/28
Lot: 001
Block: 005

From: <tickets@korporpartners.com>

Date: April 5, 2013 1:50:22 PM CDT

To: <HELG62@YAHOO.COM>

Subject: NORMAL GeoCall Locate Information - 130950832

Gopher State One Call Locate Request

Ticket Number: 130950832 Old Ticket:
By: BETH N Source: VOICE
Type: NORMAL Date: 4/5/2013 1:50:11 PM
Send To: AutoEmail Sequence: 1

Company Information

FRED HELGERSON Type: HOME OWNER
602 20TH ST NE
KASSON, MN 55944
Caller: FRED HELGERSON Caller Phone: (507) 271-6654
Contact: FRED HELGERSON Contact Phone: (507) 271-6654
Company Phone: (507) 271-6654 Company Fax:
Company Email: HELG62@YAHOO.COM

Work Information

State: MN Work Date: 04/12/2013 1:45:36 PM
County: DODGE Done For: FRED HELGERSON
Place: KASSON
Street: 602 20TH ST NE
Intersection: 9TH AVE NE
Type of Work: DECK
Explosives: No Tunnel/Bore: No
Right of Way: No Duration: 1 WEEK

Remarks

INSTALLATION OF DECK AND TREE PLANTING
MARK THE ENTIRE REAR OF LOT FOR THE WIDTH OF THE LOT

Members

Code Name Phone Number

KASMNT01 KMTelecom 5076342511
KASSPU01 KASSON UTILITIES 5076346330
MARCUS08 CHARTER COMMUNICATIONS 5074245910
MERC41 MINNESOTA ENERGY RESOURCES 1-800-778-9140
NNGAS04 NORTHERN NATURAL GAS 5074517760
XCEL01 XCEL ENERGY 6126304366

Location

Latitude: 44.048001549312 Longitude: -92.7412517665618
Second Latitude: 44.0464707123067 Second Longitude: -92.7391636608338
T 107N R 16W S 28 Q NE

ATYPICAL TITLE, INC.,

ABSTRACT OF TITLE

to the following described Real Estate in Dodge County, Minnesota

LOT TWO (2) –

BLOCK TWO (2) –

KASSON MEADOWS FIFTH SUBDIVISION –

CITY OF KASSON –

DODGE COUNTY, MINNESOTA

This Abstract of Title is a history of the record title of
the property described therein and does not represent
that the title is good and marketable.

KASSON MEADOWS FIFTH SUBDIVISION

INSTRUMENT OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Kasson Meadows, LLC, a Minnesota Corporation, owner and proprietor of the following described property situated in the City of Kasson, County of Dodge, State of Minnesota, to wit:

That part of the Northeast Quarter (NE¼) of Section Twenty-eight (28), Township One hundred seven (107) North, Range Sixteen (16) West of the 5th P.M., Dodge County, Minnesota, described as follows:

[illegible]

has caused the same to be surveyed and platted as KASSON MEADOWS FIFTH SUBDIVISION and do hereby donate and dedicate to the public for public use forever the thoroughfares and also dedicate the easements as shown on this plat for drains and utility purposes only.

in witness whereof said Kasson Meadows, LLC, has caused these presents to be signed by its proper officer this
day of _____, 2008.

Scott Lampland, President

STATE OF MINNESOTA
COUNTY OF OLMTED

The foregoing instrument was

Notary Public, Ousted County Commission Expires

SURVEYOR'S CERTIFICATE

do hereby certify that I have surveyed and platted the property described on this plat as KASSON MEADOWS FIFTH SUBDIVISION, that this plat is a correct representation of said survey, that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments will be correctly placed in the ground as designated, that the outside boundary lines are correctly designated on this plat, and that there are no wet lands designated in MS 505.02, 1 public or public highways to be designated other than as shown.

Nicholas R. Konrady, Land Surveyor
Minnesota License No. 42198

STATE OF MINNESOTA
COUNTY OF CLUSTER

the foregoing Surveyor's Ce

Abstract

Secretary Public, Olmsted County
Commission Expires

10

Approved by the Planning Committee

2009.

Commission Chairperson

do hereby certify that on
the City Council of Kasson, N

major

Administrator-Clerk

COUNTY SURVEYOR

_____ day of _____.

1

to Eastern Europe's efforts

MONROE COUNTY AUDITOR/TREASURER

Taxes payable in the year 2006, on the land herein described, have been paid; there are no delinquent taxes and transfer has been entered on this _____ day of _____, 2006.

Dodge County Auditor/Treasurer

Des

Document Number 166105

record on this 2nd day of May, 2006, at 4 o'clock P.M., and was duly recorded in Book 2 of Plats on page 130

David Albert

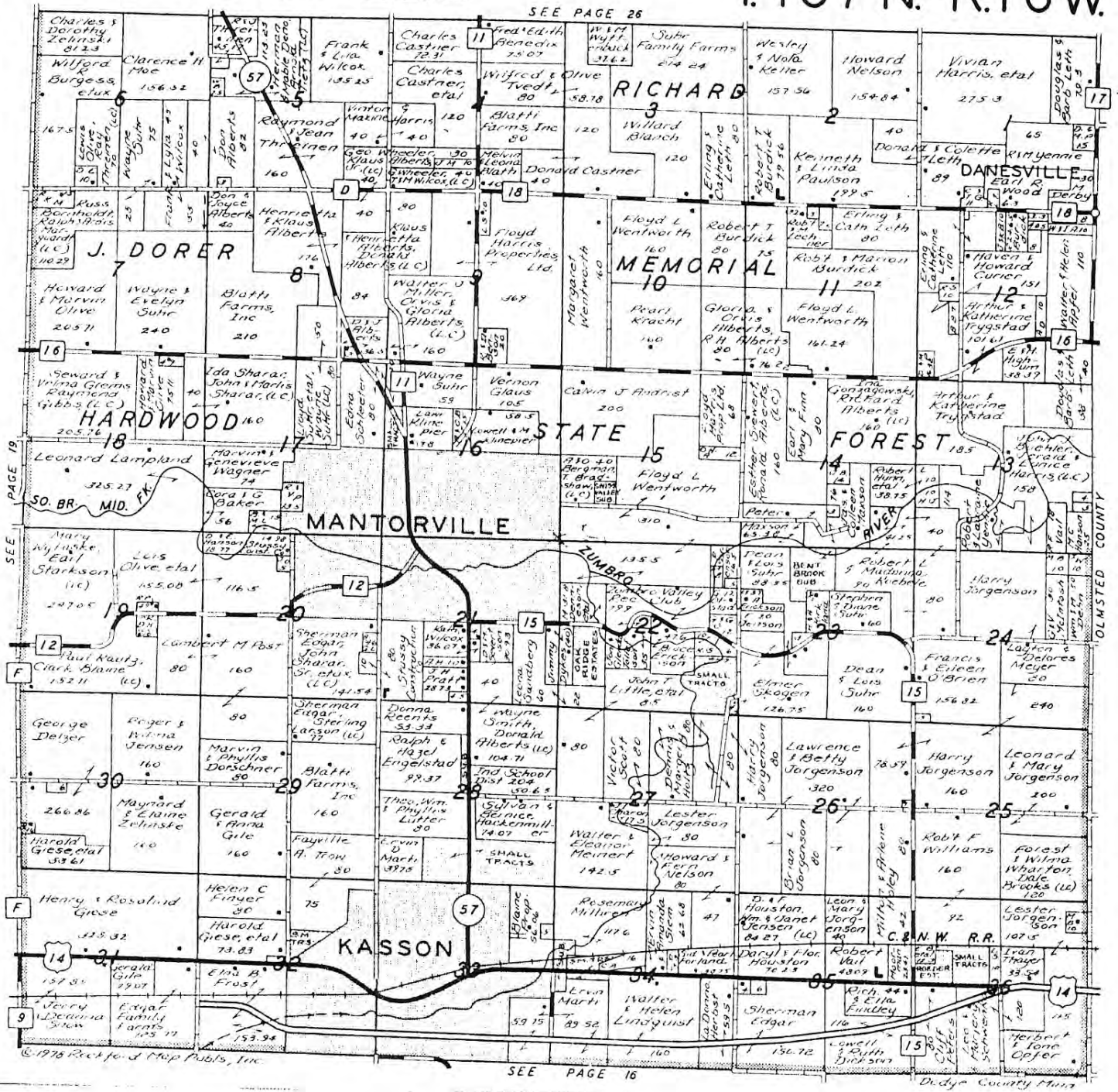
Dodge County Recorder

CURVE TABLE					CH BEARING
CURVE	LENGTH	RAIUS	DELTA	CHORD	
C1	24.05	233.00	594.92	74.04	S48°46'59"E
C2	78.52	233.00	1816.77	26.15	N17°01'27"E
C3	73.51	167.00	251.31	72.92	S40°07'46"E
C4	88.04	200.00	291.31 ⁸	87.53	S40°07'46"E
C5	18.84	200.00	200.00	178.33	S68°40'45"E
C6	45.85	233.00	1177.99	45.88	S42°54'34"E
C7	69.66	233.00	1707.46	69.40	S57°07'32"E
C8	64.61	233.00	1533.74	64.40	S57°07'32"E
C9	35.12	233.00	839.32	34.90	S85°53'40"E
C10	60.26	167.00	370.26	37.06	S85°53'40"E
C11	69.26	167.00	370.26	69.33	S85°53'40"E
C12	129.32	200.00	3702.49	127.08	S11°15'50"E
C13	69.99	167.00	2400.41	69.48	S84°44'46"E
C14	37.93	167.00	1332.08	37.91	S83°16'01"E
C15	47.93	233.00	1197.11	47.93	S85°38'00"E
C16	65.77	233.00	1810.21	65.55	S72°06'47"E
C17	36.96	233.00	9105.17	36.92	S14°41'43"E



MANTORVILLE

T.107 N.-R.16 W.



Kind of Inst. Entry
 Date November 10, 1856
 Filed....., 1.....
 AtM.
 Consideration, \$.....
 RECORDED
 Book U.S. Abstract Page
 Sealed.....No. of Witnesses.....
 ACKNOWLEDGED
 Date
 Who
 Before
 Where
 Sealed

No. 1.

United States

W $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 28-107-16

To

Jason W. Rakestraw

Kind of Inst. Patent
 Date July 15, 1859
 Filed June 22, 1863
 At 1 P.M.
 Consideration, \$.....
 RECORDED
 Book G Page 368
 Sealed Yes.....No. of Witnesses.....
 ACKNOWLEDGED
 Date
 Who
 Before
 Where
 Sealed

No. 2.

United States

W $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec. 28-107-16

To

Jason W. Rakestraw

Kind of Inst. Warranty Deed
 Date December 27, 1856
 Filed December 27, 1856
 At 4 P.M.
 Consideration, \$ 75.00
 RECORDED
 Book A Page 359
 Sealed Yes.....No. of Witnesses 2
 ACKNOWLEDGED
 Date December 27, 1856
 Who Jason W. Rakestraw
 Before Nelson Payne
Judge of Probate
 Where Dodge County
Minnesota
 Sealed No

No. 3.

Jason W. Rakestraw

W $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 28-107-16

To

Henry Coulton

Kind of Inst. Warranty Deed
 Date October 19, 1857
 Filed April 8, 1859
 At 10 $\frac{1}{2}$ A.M.
 Consideration, \$ 600.00
 RECORDED
 Book D Page 349
 Sealed Yes.....No. of Witnesses 2
 ACKNOWLEDGED
 Date October 19, 1857
 Who Jason W. Rakestraw
Henry Colton
 Before H. W. Pratt
Judge of Probate
 Where Dodge County
Minnesota
 Sealed No

No. 4.

Jason W. Rakestraw - -
Henry Colton - -W $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 28-107-16

To

Joshua Francis

<p>Kind of Inst. <u>Entry</u> Date <u>November 10</u>, 18<u>56</u> Filed.....<u>1</u>..... At<u>M</u>..... Consideration, \$..... RECORDED Book.....Page..... U.S. Abstract Sealed.....No. of Witnesses..... ACKNOWLEDGED Date Who Before Where Sealed</p>	<p>No. 5. United States To Roland Rakestraw</p>	<p>$E\frac{1}{2}$ NE$\frac{1}{4}$ of Sec. 28-107-16</p>
<p>Kind of Inst. <u>Patent</u> Date <u>July 15</u>, 18<u>59</u> Filed <u>March 15</u>, 18<u>81</u> At <u>53/4</u> P. <u>M</u> Consideration, \$..... RECORDED Book <u>3</u> Page <u>102</u> Sealed <u>Yes</u> No. of Witnesses <u>No</u> ACKNOWLEDGED Date Who Before Where Sealed</p>	<p>No. 6. United States To Roland Rakestraw</p>	<p>$E\frac{1}{2}$ NE$\frac{1}{4}$ of Sec. 28-107-16 with other lands.</p>
<p>Kind of Inst. <u>Warranty Deed</u> Date <u>April 28</u>, 18<u>57</u> Filed <u>May 2</u>, 18<u>57</u> At <u>2</u> P. <u>M</u> Consideration, \$ <u>1600.00</u> RECORDED Book <u>A</u> Page <u>556</u> Sealed <u>Yes</u> No. of Witnesses <u>1</u> ACKNOWLEDGED Date <u>April 28</u>, 18<u>57</u> Who <u>Roland Rakestraw</u> <u>Effey Rakestraw</u> Before <u>H. W. Pratt</u> <u>Judge of Probate</u> Where <u>Dodge County</u> <u>Minnesota</u> Sealed <u>No</u></p>	<p>No. 7. Roland Rakestraw and Effey Rakestraw, his wife To Jasson W. Rakestraw</p>	<p>$E\frac{1}{2}$ NE$\frac{1}{4}$ of Sec. 28-107-16 with other lands.</p>
<p>Kind of Inst. <u>Warranty Deed</u> Date <u>May 1</u>, 18<u>57</u> Filed <u>May 2</u>, 18<u>57</u> At <u>7</u> P. <u>M</u> Consideration, \$ <u>1900.00</u> RECORDED Book <u>A</u> Page <u>557</u> Sealed <u>Yes</u> No. of Witnesses <u>2</u> ACKNOWLEDGED Date <u>May 3</u>, 18<u>57</u> Who <u>Jasson W. Rakestraw</u> Before <u>H. W. Pratt</u> <u>Judge of Probate</u> Where <u>Dodge County</u> <u>Minnesota</u> Sealed <u>Yes</u></p>	<p>No. 8. Jasson W. Rakestraw - - - To Trumon Cook, Allen Bates</p>	<p>$E\frac{1}{2}$ NE$\frac{1}{4}$ of Sec. 28-107-16 with other lands.</p>

Filed May 2 1857 Jason W. Rakestraw, 5 Same as Caption and other land.
At 7 - A. M.
Consideration \$ 1900.
Recorded, Book A Page 557
Sealed yes No of Witnesses 2
ACKNOWLEDGED
Date May 1 1857 Truman Cook and
Who Jason W. Rakestraw Allen Bates
H. W. Pratt
Before
Judge of Probate
Where Dodge County
Minnesota
Sealed NO

Kind of Inst. Warranty Deed No. 10
Date May 27 1857
Filed May 27 1857 Allen Bates,
At 12 - M.
Consideration \$ 50.
Recorded, Book A Page 608
Sealed yes No of Witnesses 2
ACKNOWLEDGED
Date May 27 1857 Lyman W. Richardson
Who Allen Bates
H. W. Pratt
Before
Judge of Probate
Where Dodge County
Minnesota
Sealed no

Kind of Inst. Warranty Deed No. 11
Date Sept 9 1858
Filed Oct. 6 1858 Lyman M. Richardson, 3
At 4 - P. M.
Consideration \$ 1300.
Recorded, Book D Page 45
Sealed yes No of Witnesses 2
ACKNOWLEDGED
Date Sept. 9 1858 Freeman D. Richardson
Who Lyman M. Richardson
Carlos Carpenter
Before Notary Public
Where Orange County
Vermont
Sealed no

Kind of Inst. Warranty Deed No. 12
Date June 28 1859
Filed Apr. 16 1860 Truman Cook and
At 4 - P. M. Clara P. Cook, his wife,
Consideration \$ 5.00
Recorded, Book E Page 408
Sealed yes No of Witnesses 2
ACKNOWLEDGED
Date June 20 1859 Freeman D. Richardson
Who Truman Cook
Clara Cook
Geo. W. Slocum
Before
Justice of Peace
Where Dodge County
Minnesota
Sealed NO

Kind of Inst. Warranty Deed
 Date July 19, 1862 No. 13
 Filed July 29, 1862
 At 3 - P. M. F.D. Richardson and
 Consideration, \$ 700. A.H. Richardson, his

Same as Caption.

RECORDED.

Book

Page

F 609

wife,

Sealed YES No. of Witnesses 2

TO

ACKNOWLEDGED.

Date July 19 1862 John RowWho F.D. Richardson

A.H. Richardson

Before Carlos Carpenter

Justice of Peace

Where Washington CountyVermontSealed no

Grantor's name appears as
 Freeman D. Richardson in body of
 Deed.

Kind of Inst. Warranty Deed
 Date Dec. 19, 1866 No. 14

Filed Dec. 21, 1866At 1 - P. M. John Row and SophieConsideration, \$ 2000.

Same as Caption.

RECORDED.

Book

Page

M 16

Sealed YES No. of Witnesses 2

TO

ACKNOWLEDGED.

Date Dec. 19 1866Who John RowSophie RowBefore S.L. Pierce

Notary Public

Where Dodge CountyMinnesotaSealed YES

Asa Canfield

Kind of Inst. Warranty Deed
 Date Dec. 29, 1869 No. 15

Filed Dec. 29, 1869At 11 - A. M. Asa Canfield,Consideration, \$ 3000.

Same as Caption and other land.

RECORDED.

Book

Page

O 294

Sealed YES No. of Witnesses 2

TO

ACKNOWLEDGED.

Date Dec. 29, 1869Who Asa CanfieldAravilla M. HoagBefore C.W. Cushman

Register of Deeds

Where Dodge CountyMinnesotaSealed YES

Kind of Inst. Sheriff's Ctf.
 Date August 11, 1873 No. 16

Filed August 11, 1873At 12 - M. Asa Canfield andConsideration, \$ 1743.78

Orpha Canfield, his wife,

Foreclosure of Mortgage recorded
 in Book K of Mtgs page 300 and
 covering land described in Caption
 Notice of Sale dated June 19, 1873
 Printers Affidavit shows that said
 notice was published for six
 successive weeks beginning June
 27, 1873 and ending August 11, 1873
 Sheriff's Affidavit shows that
 he sold above land to Charles
 C. Willson for the sum of
 \$1743.78.

RECORDED.

Book

Page

T 73

Sealed YES No. of Witnesses 2

TO

ACKNOWLEDGED.

Date August 11 1873Who Charles DarlingSheriffBefore L.G. Nelson

Register of Deeds

Where Dodge CountyMinnesotaSealed YES

Charles C. Willson

Kind of Inst. Quit-Claim DeedDate April 30, 1874 No. 17Filed May 1, 1874At 10 - A. M.Consideration, \$191.64

RECORDED.

Book W Page 141Sealed yes No. of Witnesses 2

ACKNOWLEDGED.

Date April 30 1874Who Arvilla M. HoagBefore Charles C. Willson

John W. Campbell

Justice of Peace

Where Olmsted CountyMinnesotaSealed NoKind of Inst. Quit-Claim DeedDate May 1, 1874 No. 18Filed May 1, 1874At 4 - P. M.Consideration, \$550.

RECORDED.

Book W Page 146Sealed yes No. of Witnesses 2

ACKNOWLEDGED.

Date May 1 1874Who Daniel O. Brewer

Anna Brewer

Before Geo. B. Arnold

Notary Public

Where Dodge CountyMinnesotaSealed yesKind of Inst. Quit-Claim DeedDate April 1, 1876 No. 19Filed April 6, 1876At 5 - P. M.Consideration, \$512.86

RECORDED.

Book 2 Page 263Sealed yes No. of Witnesses 2

ACKNOWLEDGED.

Date April 6 1876Who Wesley A. Sperry

Guardian

Before Geo. B. Arnold

Notary Public

Where Dodge CountyMinnesotaSealed yesKind of Inst. Quit-Claim DeedDate March 7, 1876 No. 20Filed April 6, 1876At 5 - P. M.Consideration, \$2000.

RECORDED.

Book 2 Page 264Sealed yes No. of Witnesses 2

ACKNOWLEDGED.

Date March 7 1876Who Arvilla M. Hoag

Alfred Brown

Before Justice of PeaceWhere Dodge CountyMinnesotaSealed no

Same as Caption.

Said Grantor's hereby assign
Certificate of Sale on foreclosure
Recorded in Book T page 73.

Same as Caption.

Assigning Certificate of sale
recorded in Book T page 73.

Same as Caption.

This deed is given to convey all
interest in above described land
which accrued by virtue of a deed
from D.O. Brewer dated May 1, 1874
to secure the payment of a note
of the said D.O. Brewer for \$550.
and to release and satisfy said
mortgage deed.

Same as Caption.

Kind of Inst. Warranty Deed
 Date November 29, 1876 No. 21
 Filed Dec. 13, 1876
 At 4 - P. M.
 Consideration, \$2500.

RECORDED.

Book Page
 Y 486

Sealed YES No. of Witnesses 2

ACKNOWLEDGED.

Date November 29 1876
 Who Daniel O. Brewer
 Annie Brewer
 Before Alfred Brown
 Justice of Peace
 Where Dodge County
 Minnesota
 Sealed no

Daniel O. Brewer and

Same as Caption.

Annie Brewer, his wife,

TO

Subject to a Mortgage not to exceed
 \$515. and int from March 1876, to
 W.A. Sperry, Guardian.

Kind of Inst. Warranty Deed
 Date Jan'y 1, 1877 No. 22
 Filed Jan'y 15, 1877
 At 5 - P. M.
 Consideration, \$2400.

RECORDED.

Book Page
 I 119

Sealed YES No. of Witnesses 2

ACKNOWLEDGED.

Date Jan'y 1 1877
 Who L.G. Nelson
 M.E. Nelson
 Before A.J. Edgerton
 Notary Public
 Where Dodge County
 Minnesota
 Sealed yes

No. 22

L.G. Nelson and

Same as Caption.

M.E. Nelson, his wife,

TO

Subject to a mortgage of \$500.
 which second party agrees to pay.

Kind of Inst. Warranty Deed
 Date Nov. 15, 1880 No. 23
 Filed Nov. 16, 1880
 At 2 - P. M.
 Consideration, \$2500.

RECORDED.

Book Page
 9 387

Sealed YES No. of Witnesses 2

ACKNOWLEDGED.

Date Nov. 15 1880
 Who Christen Nelson
 Carrie Nelson
 Before Lewis G. Nelson
 Notary Public
 Where Dodge County
 Minnesota
 Sealed YES

No. 23

Christen Nelson and

Same as Caption.

Carrie Nelson, his wife,

TO

William Peterson

Kind of Inst. Warranty Deed
 Date August 8, 1891 No. 24
 Filed August 10, 1891
 At 10 - A. M.
 Consideration, \$3200.

RECORDED.

Book Page
 18 545

Sealed YES No. of Witnesses 2

ACKNOWLEDGED.

Date August 8 1891
 Who William Peterson
 Cecilia K. Peterson
 Before S.T. Littleton
 Notary Public
 Where Dodge County
 Minnesota
 Sealed yes

No. 24

William Peterson and

Same as Caption.

Cecilia K. Peterson,

his wife,

TO

Christian Nelson

Kind of Inst. Warranty Deed
 Date June 13, 1892 No. 25
 Filed June 29, 1892
 At 9 - A. M.
 Consideration, \$ 3000.

RECORDED.

Book Page
 23 91
 Sealed Yes No. of Witnesses 2

ACKNOWLEDGED.
 Date June 13 1892
 Who Christen Nelson
 Carrie Nelson
 Before Mattie Cook
 Notary Public
 Where Dodge County
 Minnesota
 Sealed Yes

Christen Nelson and
 Carrie Nelson, his wife,
 Same as Caption.

TO

Henry E. Tollefson

Kind of Inst. Warranty Deed
 Date Nov. 16, 1892 No. 26
 Filed Feb. 17, 1893
 At 9 - A. M.
 Consideration, \$ 1.

RECORDED.

Book Page
 23 236
 Sealed Yes No. of Witnesses 2

ACKNOWLEDGED.
 Date Nov. 17 1892
 Who H. E. Tollefson
 Before S. T. Littleton
 Notary Public
 Where Dodge County
 Minnesota
 Sealed Yes

H. E. Tollefson, single,
 Same as Caption.

TO

Jorgena M. Tollefson

Kind of Inst. Warranty Deed
 Date January 26, 1900 No. 27
 Filed Oct. 10, 1912
 At 10 - A. M.
 Consideration, \$ 500.

RECORDED.

Book Page
 49 241
 Sealed Yes No. of Witnesses 2

ACKNOWLEDGED.
 Date Jan. 26 1900
 Who Jorgene M. Tollefson
 Before J. J. McCaughey
 Notary Public
 Where Dodge County
 Minnesota
 Sealed Yes

Jorgene M. Tollefson,
 a widow,
 Undivided 1/6 of land described
 in Caption.

TO

Matilda Wilson ✓

Kind of Inst. Warranty Deed
 Date Jan. 26, 1900 No. 28
 Filed Oct. 10, 1912
 At 10 - A. M.
 Consideration, \$ 2500.

RECORDED.

Book Page
 49 242
 Sealed Yes No. of Witnesses 2

ACKNOWLEDGED.
 Date Jan. 26 1900
 Who Jorgene M. Tollefson

Jorgene M. Tollefson.
 a widow,
 Undivided 5/6 of land described
 in Caption.

TO

Richard L. Tollefson ✓ and

Herman M. Tollefson ✓

Before J. J. McCaughey
 Notary Public
 Where Dodge County
 Minnesota
 Sealed Yes

Kind of Inst. Warranty Deed
Date August 16, 1912 No. 29
Filed Oct. 10, 1912
At 10 - A. M.
Consideration, \$ 2500.

RECORDED.
Book 49 Page 243

Scaled yes No. of Witnesses 2

ACKNOWLEDGED.
Date August 20 1912
Who Richard L. Tollefson
Carrie Tollefson
Before John Hall
Notary Public
Where Olmsted County
Minnesota
Sealed yes

Richard L. Tollefson and
Carrie Tollefson, his
wife,

The Undivided $\frac{1}{2}$ interest of the
Undivided $\frac{5}{6}$ interest in and to
lands described in Caption.

TO

Herman M. Tollefson

Kind of Inst. Quit-Claim Deed
Date March 19, 1910 No. 30
Filed Oct. 10, 1912
At 10 - A. M.
Consideration, \$ 1.

RECORDED.
Book 41 Page 528

Scaled yes No. of Witnesses 2

ACKNOWLEDGED.
Date March 19 1910
Who Matilda Wilson
Ole Wilson
Before August E. Anderson
Notary Public
Where Dodge County
Minnesota
Sealed yes

Matilda Wilson and
Ole Wilson, her husband,

The $\frac{1}{6}$ interest in lands describe^d
in Caption.

TO

H. M. Tollefson

Kind of Inst. **Warranty Deed**
 Date **Sept. 18 1914**
 Filed **March 16 1915**
 At **10 A. M.**
 Consideration, \$ **2920.00**

RECORDED.

Book **50** Page **604**
 Sealed **yes** No. of Witnesses **2**

ACKNOWLEDGED.
 Date **March 15 1915**
 Who **Herman M. Tollefson**
also known as H.M. Tollefson
Mary C. Tollefson
 Before **W. N. Parkhurst**
Notary Public
 Where **Dodge County**
Minnesota
 Sealed **yes**

No. 31

Herman M. Tollefson, also Same as Caption.
 known as H.M. Tollefson
 and Mary C. Tollefson, his
 wife,

TO

Excepting Purchase price Mortgage
 of \$7000.00

Kind of Inst. **Mortgage**
 Date **March 1 1915**
 Filed **March 16 1915**
 At **11 A. M.**
 Consideration, \$ **7000.00**

RECORDED.

Book **16** Page **604**
 Sealed **yes** No. of Witnesses **2**

ACKNOWLEDGED.
 Date **March 15 1915**
 Who **Nels Peter Sorensen**
Serena Sorensen
 Before **W. N. Parkhurst**
Notary Public
 Where **Dodge County**
Minnesota
 Sealed **yes**

No. 32

Nels Peter Sorensen and Same as Caption.
 Serena Sorensen, his
 wife

TO

Due **March 1. 1920** with interest
 at **5 1/2%** per annum

Kind of Inst. **Satisfaction**
 Date **March 1 1920**
 Filed **March 2 1920**
 At **11 A. M.**
 Consideration, **fully paid**

RECORDED.

Book **259** Page **259**
 Sealed **yes** No. of Witnesses **2**

ACKNOWLEDGED.
 Date **March 1 1920**
 Who **Herman M. Tollefson**
 Before **W. N. Parkhurst**
Notary Public
 Where **Dodge County**
Minnesota
 Sealed **yes**

No. 33

Herman M. Tollefson,

Release of Mortgage recorded in
 Book 16 of Mtgs page 604.

TO

Kind of Inst. **Lis Pendens**
 Date **Dec. 23 1919**
 Filed **Dec. 30 1919**
 At **9 A. M.**
 Consideration, \$ **--**

RECORDED.

Book **21** Page **595**
 Sealed **yes** No. of Witnesses **2**

ACKNOWLEDGED.
 Date **Dec. 30 1919**
 Who **Nels Peter Sorensen**
 Before **W. N. Parkhurst**
Notary Public
 Where **Dodge County**
Minnesota
 Sealed **yes**

No. 34

District Court, Fifth Judicial District.
 Nels Peter Sorensen Plaintiff

vs

Lyman W. Richardson, Freeman D. Richardson,
 Asa Canfield, Daniel C. Brewer, D.O. Brewer
 Wesley A. Sperry, Lincoln Bryan, Jennie Bryan,
 Christian Nelson, Henry F. Tollefson,
 Jorgena M. Tollefson, Thomas Simpson,
 Tunis S. Slingerland, and also all other persons
 and parties unknown, claiming any right, title,
 estate, lien or interest in the real estate
 described in the Complaint herein, Defendants.
 The object of this Action is to quiet title in said
 Plaintiff to premises in Caption and to exclude and
 forever bar Defendants, claiming any right, title, estate
 lien or interest in said premises.

No. 1351-ABSTRACT OF TITLE.-2d Sheet

Kind of Inst. Judgment
 Date May 1 1920
 Filed May 1 1920
 At 2 P. M.
 Consideration, \$ —
 Book 54 RECORDED Page 212
 Sealed — No. of Witnesses —
 ACKNOWLEDGED
 Date —
 Who —
 Before —
 Where —
 Sealed —

No. 35

District Court

Fifth Judicial District

Nels Peter Sorensen,

Plaintiff

vs

Defendants shown at No. 55

Attached as exhibit

Kind of Inst. Warranty Deed
 Date April 21 1920
 Filed May 15 1920
 At 11 A. M.
 Consideration, \$ 5,000.00
 Book 58 RECORDED Page 121
 Sealed YES No. of Witnesses 2
 ACKNOWLEDGED
 Date April 27 1920
 Who Nels Peter Sorensen
Serena Sorensen
 Before W. N. Parkhurst
Notary Public
 Where Dodge County
Minnesota
 Sealed Yes

No 36

Nels Peter Sorensen and
 Serena Sorensen, his wife,

NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 28-107-16

Revenue Stamps \$5.00 Cancelled

To

Melvin G. Smith

Kind of Inst. Warranty Deed
 Date May 27, 1857
 Filed May 27, 1857
 At 12 P. M.
 Consideration, \$ 50.00
 Book A RECORDED Page 608
 Sealed Yes No. of Witnesses 2
 ACKNOWLEDGED
 Date May 27, 1857
 Who Allen Bates
 Before H. W. Pratt
Judge of Probate
 Where Dodge County
Minnesota
 Sealed No

No. 37

Allen Bates

To

Lyman W. Richardson

The undivided one-half of the
 $E\frac{1}{2}$ of $NE\frac{1}{4}$ of Sec. 28-107-16 with
 other lands

Kind of Inst. Warranty Deed
 Date September 9, 1858
 Filed October 6, 1858
 At 4 P. M.
 Consideration, \$ 1300.00
 Book D RECORDED Page 45
 Sealed Yes No. of Witnesses 2
 ACKNOWLEDGED
 Date September 9, 1858
 Who Lyman M. Richardson
 Before Carlos Carpenter
Notary Public
 Where Orange County
Vermont
 Sealed Yes

No. 38

Lyman M. Richardson

To

Freeman D. Richardson

The undivided $\frac{1}{2}$ of the $E\frac{1}{2}$ $NE\frac{1}{4}$
 of Sec. 28-107-16 with other land.

Kind of Inst. Warranty Deed
 Date April 29, 1859
 Filed April 16, 1865
 At 4 P. M.
 Consideration, \$ 5.00
 Book E RECORDED Page 408
 Sealed Yes No. of Witnesses 2
 ACKNOWLEDGED
 Date April 29, 1859
 Who Freeman D. Richardson
Almira H. Richardson
 Before I. C. Wheelock
Notary Public
 Where Washington County
Vermont
 Sealed Yes

No. 39

Freeman D. Richardson and
Armina H. Richardson, his
wife

To

Truman Cook

An undivided $\frac{1}{2}$ interest in the
 $SE\frac{1}{4}$ $NE\frac{1}{4}$ of Sec. 28-107-16 with
 other lands.

Kind of Inst. Warranty Deed
 Date May 2, 1864
 Filed May 2, 1864
 At 3 P. M.
 Consideration, \$ 1300.00
 Book H RECORDED Page 413
 Sealed Yes No. of Witnesses 2
 ACKNOWLEDGED
 Date May 2, 1864
 Who Truman Cook
Rebecca A. Cook
 Before G. E. Cooley
Notary Public
 Where Dodge County
Minnesota
 Sealed Yes

No. 40

Truman Cook and
Rebecca A. Cook, his wife

To

A. D. LaDue

$SE\frac{1}{4}$ $NE\frac{1}{4}$ of Sec. 28-107-16 with
 other lands.

Kind of Inst. Warranty Deed
Date November 9, 1866
Filed April 6, 1867
At 5 P. M.
Consideration, \$ 1,000.00
Book M | Page 101
Sealed Yes No. of Witnesses 2
ACKNOWLEDGED
Date November 9, 1866
Who A. D. LaDue
Ann Eliza LaDue
Before Robert Taylor
Justice of Peace
Where Dodge County
Minnesota
Sealed No

No. 41

A. D. LaDue and
Ann Eliza LaDue, his wife,

All right, title, claim and interest
in and to the
SE $\frac{1}{4}$ NE $\frac{1}{4}$

and
W $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 28-107-16 with other
lands.

To

Joshua Francis

Kind of Inst. Warranty Deed
Date April 27, 1856
Filed September 26, 1856
At 2 A. M.
Consideration, \$ 296.00
Book A | Page 121
Sealed Yes No. of Witnesses 2
ACKNOWLEDGED
Date April 28, 1856
Who David G. Dodge
Before T. H. Lehrbelle
Register of Deeds
Where Winona County
Minnesota
Sealed Yes

No. 42

David G. Dodge
- - -

The N $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 28-107-16
with other lands.

To

Thomas Simpson

Kind of Inst. Warranty Deed
Date January 14, 1869
Filed January 27, 1869
At 3 $\frac{1}{2}$ P. M.
Consideration, \$ 2500.00
Book Q | Page 58
Sealed Yes No. of Witnesses 2
ACKNOWLEDGED
Date January 14, 1869
Who Joshua Frances
Julia Frances
Before S. L. Pierce
Notary Public
Where Dodge County
Minnesota
Sealed Yes

No. 43

Joshua Frances and
Julia A. Frances, his wife

SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 28-107-16 with other
lands

To

Michael Gress

Kind of Inst. Warranty Deed
Date March 18, 1869
Filed March 18, 1869
At 3 P. M.
Consideration, \$ 2700.00
Book Q | Page 101
Sealed Yes No. of Witnesses 2
ACKNOWLEDGED
Date March 18, 1869
Who Michael Gress
Ida Gress
Before U. B. Shaver
Notary Public
Where Dodge County
Minnesota
Sealed Yes

No. 44

Michael Gress and
Ida V. Gress, his wife

SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 28-107-16 with
other lands.

To

Emily Hewitt

Kind of Inst. Warranty Deed
 Date January 26, 1871
 Filed January 27, 1871
 At 3 P. M.
 Consideration, \$ 800.00
 RECORDED
 Book 0 Page 564
 Sealed Yes No. of Witnesses 2
 ACKNOWLEDGED
 Date January 26, 1871
 Who Emily Hewitt
J. E. Hewitt
 Before A. LaDue
Clerk, District Court
 Where Dodge County
Minnesota
 Sealed Yes

No. 45

Emily Hewitt and
 J. E. Hewitt, her husband

SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 28-107-16 with
 other lands.

To

Joshua Francis

Kind of Inst. Sheriff Certf.
 Date December 7, 1870
 Filed December 9, 1870
 At 3 P. M.
 Consideration, \$ 974.50
 RECORDED
 Book Q Page 171
 Sealed Yes No. of Witnesses 2
 ACKNOWLEDGED
 Date December 7, 1870
 Who Alfred Brown
Deputy Sheriff
 Before J. W. Mason
Notary Public
 Where Dodge County
Minnesota
 Sealed Yes

No. 46

Michael Gress and
 Ida, his wife
 By Alfred Brown, Deputy Sheriff
 of Dodge County, Minnesota

Foreclosure of mtg. recorded in
 Book K of mtgs. on page 270.
 Covering the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 28-107-16
 with other lands.
 Mortgage contains power of sale
 Notice of sale dated 10/18/1870
 Date of Sale 12/7/1870
 Printers Affidavit shows that notice
 of Sale was published for 6 success-
 ive weeks commencing 10/21/1870 and
 ending 12/2/1870.
 Sheriff's certf. shows that above
 premises were sold at public auction
 on 12/7/1870 to Joshua Francis for
 the sum of \$974.50 subject to redem-
 tion at any time within one year fr
 date of sale.

To

Joshua Francis

Kind of Inst. Sheriff's certf.
 Date December 10, 1870
 Filed December 13, 1870
 At 2 P. M.
 Consideration, \$ 321.60
 RECORDED
 Book Q Page 181
 Sealed Yes No. of Witnesses 2
 ACKNOWLEDGED
 Date December 10, 1870
 Who Alfred Brown
Deputy Sheriff
 Before J. W. Mason
Notary Public
 Where Dodge County
Minnesota
 Sealed Yes

No. 47

Emily Hewett and
 Joseph E. Hewett, her
 husband
 By Alfred Brown, Deputy Sheriff
 Dodge County, Minnesota

Foreclosure of mtg recorded in
 Book K of mtgs. on page 350.
 Covering the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 28-107-16,
 with other lands.
 Mortgage contains power of sale.
 Notice of Sale dated 10/18/1870
 Date of Sale 12/10/1870
 Printers Affidavit shows that notice
 of Sale was published for 6 success-
 ive weeks commencing 10/21/1870 and
 ending 12/9/1870.
 Sheriff's certf. shows that above
 premises were sold at public auction
 on 12/10/1870 to Joshua Francis for
 the sum of \$321.60. Subject to
 redemption at any time within one
 year from date of sale.

To

Joshua Francis

Kind of Inst. Warranty Deed
 Date November 17, 1882
 Filed November 27, 1882
 At 10 A. M.
 Consideration, \$ 2,000.00
 RECORDED
 Book 6 Page 542
 Sealed Yes No. of Witnesses 2
 ACKNOWLEDGED
 Date November 17, 1882
 Who Joshua Francis
a widower
 Before G. B. Edgerton
Notary Public
 Where Dodge County
Minnesota
 Sealed Yes

No. 48

Joshua Francis, a
 widower

SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 28-107-16 with
 other lands.

To

Milvin G. Smith

Kind of Inst. Warranty Deed
Date December 4, 1. 885
Filed December 5, 1. 885
At 10 A. M.
Consideration, \$ 2,000.00
RECORDED
Book 15 Page 525
Sealed Yes No. of Witnesses 2
ACKNOWLEDGED
Date December 4, 1885
Who Joshua Francis,
a widower
Before Geo. B. Edgerton
Notary Public
Where Dodge County
Minnesota
Sealed Yes

No. 49

Joshua Francis, a
widower

$W\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 28-107-16

Except a mtg. of \$1300.00 which
party of the second part assumes
and agrees to pay.

To

Melvin G. Smith

Kind of Inst. Highway Easement
Date March 10, 1931
Filed April 9, 1931
At 9 A. M.
Consideration, \$ 471.00
RECORDED
Book 65 Page 435
Sealed Yes No. of Witnesses 2
ACKNOWLEDGED
Date March 10, 1931
Who Melvin G. Smith
Emma Smith
Before Jos. B. Connolly
Notary Public
Where Ramsey County
Minnesota
Sealed Yes

No. 50

Melvin G. Smith and
Emma Smith, his wife-

To

STATE OF MINNESOTA

Sec. 33 to the NE corner thereof; thence deflect to the right at an angle of 0° 33' for a distance of 849.6 feet; thence deflect to the left on a new degree 05' curve, delta angle 0° 19' for a distance of 380 feet; thence on tangent to said curve for a distance of 1101.7 ft. ~~thence deflect to the right on a 0° 05' curve, delta angle 0° 30' for~~ a distance of 600 ft.; thence on tangent to said curve for a distance of 2122.3 ft.; thence deflect to the left at an angle of 0° 08' for a distance of 600 feet and there terminating.

Excepting therefrom the right of way of existing highway; containing 1.65 acres more or less.

Said grantors do hereby release the State of Minnesota from all claims of any and all damages resulting to the lands through and across which the parcel of land hereby conveyed is located by reason of a location, grading, construction, maintenance, and use of a public highway over and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the State of Minnesota shall have the right to use and remove all earth and other materials lying within the parcel of land hereby conveyed, and right to construct and maintain, upon the lands adjoining the parcel hereby conveyed, such portable snowfences during such months as weather conditions make necessary.

No. 51

Kind of Inst. Gas Easement
Date July 21, 1932
Filed November 7, 1932
At 9 A. M.
Consideration, \$ 1.00
RECORDED
Book A-10 Page 177
Sealed Yes No. of Witnesses 2
ACKNOWLEDGED
Date July 21, 1932
Who M. G. Smith
Emma Smith
Before A. D. Mastenbrook
Notary Public
Where Dodge County
Minnesota
Sealed Yes

M. G. Smith and
Emma Smith, his wife,

To

Minnesota Northern Natural
Gas Company

Granting the right privilege and easement to construct, maintain, and operate pipe lines and appurtenances thereto, over and through the following described land; including riparian rights:

$W\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 28-107-16 and
 $SW\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 21-107-16.

Note: Minnesota Northern Natural Gas Company assigned and transferred all property and easements to Northern Natural Gas Company under date of April 30, 1935, recorded in Book A-10 on page 287.

Kind of Inst. Decree of Dist.
Date June 21 1937
Filed June 22 1937
At 11 A. M.
Consideration, \$ -
Book RECORDED Page
75 229
Sealed Yes No. of Witnesses
ACKNOWLEDGED

Date
Who
Before
Where
Sealed

No. 52

In the matter of the estate
of Melvin G. Smith, Deceased
By Probate Court, Dodge County,
Minnesota
(Probate Seal)

To

Emma Smith, his wife,
Maurice M. Smith,
Nora J. Smith, his children

CERTIFIED COPY

Decree in the estate of Melvin G.
Smith, Decedent
By Probate Court, Dodge County, Min

Assigning the lands described as:
SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 21- and
NE $\frac{1}{4}$ Sec. 28-107-16 with other lands
as follows:
To Emma Smith, his wife, a life est
therein with remainder in fee to
Maurice M. Smith and Nora J. Smi
share and share alike.

Above decedent died testate on May 7
1935.

Kind of Inst. Death Certf.
Date September 18 1936
Filed June 26 1937
At 10 A. M.
Consideration, \$ -
Book RECORDED Page
A-10 425
Sealed No. of Witnesses
ACKNOWLEDGED

Date
Who
Before
Where
Sealed

No. 53

Mrs. Emma Smith, Decedent
By A. J. Chessley
Registrar of Vital Statis-
tics for the State of
Minnesota
(Seal)

To

Whom It May Concern

Certified Copy of Death Certf. of
Mrs. Emma Smith, Decedent.

Showing the death of said
Mrs. Emma Smith
occurred September 18, 1936 at
Kasson, Minnesota

Kind of Inst. Mortgage
Date May 2 1857
Filed May 2 1857
At 11 A. M.
Consideration, \$ 900.00
Book RECORDED Page
A 205
Sealed Yes No. of Witnesses
ACKNOWLEDGED
Date May 2 1857
Who Truman Cook
Allen Bates
Before H. W. Pratt
Judge of Probate
Where Dodge County
Minnesota
Sealed No

No. 54

Truman Cook -
Allen Bates

To

Jasen W. Rakestraw

E $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 28-107-16

Due date not given

Kind of Inst. Satisfaction
Date October 13 1857
Filed
At
Consideration, \$ Fully paid
Book RECORDED Page
A 205
Sealed No. of Witnesses
ACKNOWLEDGED

Date
Who
Before
Where
Sealed

No. 55

I. H. Shober
Register of Deeds

To

Whom It May Concern

A notation was entered on the margin
of mortgage recorded in Book A page
205 reading as follows:

Full satisfaction having been made
on this mortgage October 13, 1857.

I. H. Shober
Registrar

Kind of Inst. Mortgage
 Date June 29 1857
 Filed June 29 1857
 At 3 P. M.
 Consideration, \$ 1,000.00
 RECORDED
 Book A Page 343
 Sealed Yes No. of Witnesses 2
 ACKNOWLEDGED
 Date June 29 1857
 Who Albert D. LaDue
Ann Eliza LaDue
 Before Peter Mantor
Notary Public
 Where Dodge County
Minnesota
 Sealed No

No. 56

Albert D. LaDue and
 Anna Eliza LaDue, his wife,

$W\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 28-107-16 with other
 lands.

To

Due date not given.

Otis P. Sheldin

Kind of Inst. Foreclosure
 Date June 20 1859
 Filed July 8 1859
 At - M.
 Consideration, \$ 1500.00
 RECORDED
 Book C (Mtg.) Page 597
 Sealed Yes No. of Witnesses 2
 ACKNOWLEDGED
 Date June 20 1859
 Who M. B. Pratt
Deputy Sheriff
 Before A. J. Edgerton
Notary Public
 Where Dodge County
Minnesota
 Sealed Yes

No. 57

Albert D. LaDue and
 Ann Eliza LaDue, his wife,
 By M. B. Pratt, Deputy
 Sheriff, Dodge County,
 Minnesota

To

Otis P. Shelden

(A notation made on the margin
 of this instrument claiming
 that this sale was void because
 the parcels of land described
 were sold separately. "See Entry 34")

Foreclosure of Mtg. recorded in Book
 A, Page 343 covering the $W\frac{1}{2}$ of NE $\frac{1}{4}$
 of Sec. 28-107-16 with other lands.
 Mortgage contains power of sale.
 Notice of Sale 2/15/1859
 Date of Sale 6/20/1859
 Printer's Affidavit shows that notice
 of Sale was published for 18 weeks
 successively commencing 2/19/1859
 and ending 6/18/1859.
 Sheriff's Certif. shows above premise
 were sold at public auction for
 \$1500.00 to Otis P. Shelden, on
 6/20/1859.
 Subject to redemption within one year
 from date of sale.

Kind of Inst. Judgment
 Date February 9 1882
 Filed February 11 1882
 At 8 A. M.
 Consideration, \$ XXXX
 RECORDED
 Book X Page 601
 Sealed Yes No. of Witnesses 0
 ACKNOWLEDGED
 Date
 Who
 Before
 Where
 Sealed

No. 58

State of Minnesota
 County of Dodge

Ira Cotton, Plaintiff
 vs
 Otis P. Sheldon, Defendant

(See Notice of LisPendens at Entry
 # 40)
 District Court

It is stated that the certain sale of lands on mtg. foreclosure
 made on the 20th day of June, 1859, and recorded in the office of
 the register of deeds of said county in Book C of Mtgs. on page 597,
 was and is void and the same is hereby set aside, and the mtg. there
 described which is recorded in the office of the Register of Deeds
 in Book A. of Mtgs., Page 343 having been paid in full, the same is
 hereby discharged and satisfied of record.

Kind of Inst. Satisfaction
 Date September 10 1863
 Filed - 1
 At - M.
 Consideration, \$ Fully Paid
 RECORDED
 Book A Page 343
 Sealed - No. of Witnesses 1
 ACKNOWLEDGED
 Date
 Who
 Before
 Where
 Sealed

No. 59

O. P. Sheldon

To

Albert D. LaDue and wife

Marginal Release of that certain
 mortgage recorded in Book A of Mtgs.
 Page 343.

Kind of Inst. Mortgage
Date December 27, 1. 1856
Filed June 29, 1. 1857
At 2 A. M.
Consideration, \$ 500.00
RECORDED
Book A Page 347
Sealed Yes No. of Witnesses 2
ACKNOWLEDGED
Date December 27, 1856
Who Henry Colton
Before Nelson Payne
Judge of Probate
Where Dodge County
Minnesota
Sealed No

No. 60

Henry Coulton

$W\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 28-107-16

Due date not shown

To

Jason W. Rakestraw

Kind of Inst. Assignment
Date June 29, 1. 1857
Filed June 29, 1. 1857
At M.
Consideration, \$ 518.00
RECORDED
Book A Page 347
Sealed Yes No. of Witnesses 1
ACKNOWLEDGED
Date April 1, 1857
Who Jason Rakestraw
Before H. W. Pratt
Judge of Probate
Where Dodge County
Minnesota
Sealed No

No. 61

J. W. Rakestraw

Assignment of that certain mtg.
recorded in Book A Page 347

Jason W. Rakestraw appears as the
assignor in body of instrument.

To

A. D. LaDue

Kind of Inst. Mortgage
Date April 21, 1858
Filed April 21, 1858
At 10 A. M.
Consideration, \$ 800.00
RECORDED
Book B Page 511
Sealed yes No. of Witnesses 2
ACKNOWLEDGED
Date April 21, 1858
Who Truman Cook
Before A. J. Edgerton
Notary Public
Where Dodge County
Minnesota
Sealed No

No. 62

Truman Cook, -----

An undivided one-half of the

E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 28-107-16,
with other lands.

To

B. B. Cook

Payable April 21, 1860.

Kind of Inst. Satisfaction
Date Dec 18, 1863
Filed, 1.
At M.
Consideration, \$ Fully Paid
RECORDED
Book B Page 511
Sealed Yes No. of Witnesses 1
ACKNOWLEDGED
Date
Who
Before
Where
Sealed

No. 63

Benj. B. Cook

Marginal Release of Mortgage recorded
in Book "B" of Mtgs on page "511".

To

Truman Cook

Kind of Inst. Notice of LisPen
Date June 27 1863
Filed June 29 1863
At 4 P.M.
Consideration, \$
Book E Page 486
RECORDED
Sealed YES No. of Witnesses
ACKNOWLEDGED
Date
Who
Before
Where
Sealed

Trans

No. 64

State of Minnesota
County of Dodge

District Court
Fifth Judicial District.

Otis P.Sheldon,
vs

Plaintiff

Albert D.LaDue, Ann Eliza LaDue &
Joshua Frances,

Defendants.

Notice is hereby given that an action has been commenced in this Court the object of which action is to foreclose a mortgage executed by said Albert D.LaDue & Ann Eliza LaDue on June 29, 1857 to said Otis P.Sheldon which mortgage was recorded in the office of the Register of Deeds of said County on June 29, 1857 in Book "A" page 31 covering the W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec.28-107-16 with other lands. The object of said action is further to subject said property to sale under a decree of said Court for the payment of the amount found to be due upon said mortgage, also costs of said action.

Kind of Inst. Mortgage
Date May 2 1864
Filed May 2 1864
At 3 P.M.
Consideration, \$ 800.00
Book F Page 287
RECORDED
Sealed YES No. of Witnesses 2
ACKNOWLEDGED
Date May 2 1864
Who A.D.LaDue
Ann Liza LaDue
Before G.B.Cooley
Notary Public
Where Dodge County
Minnesota
Sealed YES

No. 65

A.D.LaDue and
Ann Liza LaDue, his wife-

SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec.28-107-16,
with other lands.

To

Due date not given.

Truman Cook

Kind of Inst. Satisfaction
Date June 30 1866
Filed Dec 25 1866
At 1 P.M.
Consideration, \$ Fully Paid
Book F Page 287
RECORDED
Sealed YES No. of Witnesses 2
ACKNOWLEDGED
Date June 30 1866
Who Truman Cook
Before Wm.H.Walker
Notary Public
Where Windsor County
Vermont
Sealed YES

No. 66

Truman Cook

Release of Mortgage recorded in
Book "F" of Mtgs on page "287".

To

A.D.LaDue and
Ann Liza LaDue, his wife.

Kind of Inst. Mortgage
Date Nov 9 1866
Filed Dec 22 1866
At 1 $\frac{1}{2}$ P.M.
Consideration, \$ 1100.00
Book I Page 79
RECORDED
Sealed YES No. of Witnesses 2
ACKNOWLEDGED
Date Nov 9 1866
Who Joshua Francis
Julia A.Francis
Before Robert Taylor
Justice of Peace
Where Dodge County
Minnesota
Sealed No.

No. 67

Joshua Francis and
Julia A.Francis, his wife-

The undivided one-half of the
W $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$, all in
Sec.28-107-16, with other lands.

Due date not given.

To
A.D.LaDue

Kind of Inst. Satisfaction
 Date April 3 1875
 Filed April 7 1875
 At 4 P. M.
 Consideration, \$ Fully Paid
 RECORDED
 Book I Page 79
 Sealed yes No. of Witnesses 2
 ACKNOWLEDGED
 Date April 3 1875
 Who A.D. LaDue
 Before N.E. Moore
Notary Public
 Where Jackson County
Missouri
 Sealed yes

No. 68

A.D. LaDue

Release of Mortgage recorded in
 Book "I" of Mtgs on page "79".

To

Joshua Francis and wife.

Kind of Inst. Mortgage
 Date March 23 1869
 Filed March 25 1869
 At 2 P. M.
 Consideration, \$ 225.00
 RECORDED
 Book K Page 350
 Sealed yes No. of Witnesses 2
 ACKNOWLEDGED
 Date March 23 1869
 Who Emily Hewett
Joseph E. Hewett
 Before U.B. Shaver
Notary Public
 Where Dodge County
Minnesota
 Sealed yes

No. 69

Emily Hewett and
 Joseph E. Hewett, ----

SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 28-107-16
 with other lands.

Due 18 months after date.

FORECLOSED: See Entry # 19.

To

James D. Barnett

Kind of Inst. Assignment
 Date April 20 1869
 Filed April 20 1869
 At 10 A. M.
 Consideration, \$ 225.00
 RECORDED
 Book K Page 350
 Sealed yes No. of Witnesses 2
 ACKNOWLEDGED
 Date April 20 1869
 Who James D. Barnett
 Before G.B. Cooley
Judge of Probate
 Where Dodge County
Minnesota
 Sealed yes

No. 70

James D. Barnett

Assignment of mortgage recorded in
 Book "K" of Mtgs on page "350".

To

Joshua Frances

Kind of Inst. Mortgage
 Date March 30 1875
 Filed March 30 1875
 At 4 P. M.
 Consideration, \$ 476.73
 RECORDED
 Book P Page 411
 Sealed yes No. of Witnesses 2
 ACKNOWLEDGED
 Date March 30 1875
 Who Joshua Francis
Julia A. Francis
 Before A. LaDue
Notary Public
 Where Dodge County
Minnesota
 Sealed yes

No. 71

Joshua Francis and
 Julia A. Francis, his wife-

W $\frac{1}{2}$ NE $\frac{1}{4}$ and
 SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 28-107-16,
 with other lands.

Last installment payable Nov. 1, 1880.

To

Louisa W. Collins

Kind of Inst. Power of Attorney No. 72

Date May 12 1873
Filed March 3 1874
At 5 1/2 P. M.

Louisa W. Collins

Granting power to release mortgage held by the grantor in the State of Minnesota, with other powers.

Consideration, \$ -
RECORDED
Book W (Deeds) Page 55
Sealed Yes No. of Witnesses 2
ACKNOWLEDGED

To

Date May 12 1873
Who Louisa W. Collins
Before John Ware
Notary Public
Where Dodge County
Minnesota
Sealed Yes

Lewis S. Peck

Kind of Inst. Satisfaction No. 73

Date July 23 1877

Filed 1

At M.

Consideration, \$ Fully Paid

RECORDED

Book P Page 411

Sealed Yes No. of Witnesses 1
ACKNOWLEDGED

Date

Who

Before

Where

Sealed

Louisa W. Collins,

By- Lewis S. Peck, her Attorney, recorded in Book "P" of Mtgs on in fact.

Marginal Release of Mortgage

recorded in Book "P" of Mtgs on page "411".

To

Joshua Francis and wife.

Kind of Inst. Mortgage No. 74

Date Nov 1 1876

Filed July 23 1877

At 8 1/2 A. M.

Consideration, \$ 2000.00

RECORDED

Book T Page 52

Sealed yes No. of Witnesses 2
ACKNOWLEDGED

Date July 20 1877

Who Joshua Francis

Before A. Alder

Notary Public

Where Dodge County

Minnesota

Sealed Yes

Joshua Francis,

a widow-

W 1/2 NE 1/4 &

SE 1/4 NE 1/4 Sec. 28- 107-16,

with other lands.

To

Louisa W. Collins

Last installment payable Nov. 1, 1880.

Kind of Inst. Satisfaction No. 75

Date Nov 17 1878

Filed 1

At M.

Consideration, \$ Fully Paid

RECORDED

Book T Page 52

Sealed Yes No. of Witnesses 1
ACKNOWLEDGED

Date

Who

Before

Where

Sealed

Louisa W. Collins,

By- Lewis S. Peck, her attorney in fact.

Marginal Release of Mortgage

recorded in Book "T" of Mtgs on page "52".

To

Joshua Francis, a widow.

Kind of Inst. **Mortgage**
 Date **Nov 1 1878**
 Filed **Nov 19 1878**
 At **3 P.M.**
 Consideration, \$ **17 71.00**
 RECORDED
 Book **T** Page **622**
 Sealed **yes** No. of Witnesses **2**
 ACKNOWLEDGED
 Date **Nov 18 1878**
 Who **Joshua Francis**
a widower
 Before **W.S. Willvard**
Notary Public
 Where **Dodge County**
Minnesota
 Sealed **yes**

No. 76

Joshua Francis,
 a widower-

$W\frac{1}{2}$ NE $\frac{1}{4}$ and
 SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec.28-107-16,
 with other lands.

To

Last installment due Nov.1, 1881.

Louisa W.Collins

Kind of Inst. **Satisfaction**
 Date **Nov 27 1882**
 Filed..... 1.....
 At M.
 Consideration, \$ **Fully Paid**
 RECORDED
 Book **T** Page **622**
 Sealed **yes** No. of Witnesses **1**
 ACKNOWLEDGED
 Date
 Who
 Before
 Where
 Sealed

No. 77

Louisa W.Collins,
 By- Lewis S.Peck, her
 attorney in fact.

Marginal Release of Mortgage record
 in Book "T" of Mtgs on page "622".

To

Joshua Francis, a widower.

Kind of Inst. **Mortgage**
 Date **Nov 17 1882**
 Filed **Nov 27 1882**
 At **10 A.M.**
 Consideration, \$ **800.00**
 RECORDED
 Book **W** Page **377**
 Sealed **yes** No. of Witnesses **2**
 ACKNOWLEDGED
 Date **Nov 27 1882**
 Who **Melvin G. Smith**
Emma Smith
 Before **G.B. Edgerton**
Notary Public
 Where **Dodge County**
Minnesota
 Sealed **yes**

No. 78

Melvin G. Smith and
 Emma Smith, his wife-

SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec.28-107-16,
 with other lands.

Last installment due Nov.1, 1885.

To

Louisa W.Collins

Kind of Inst. **Satisfaction**
 Date **Oct 16 1886**
 Filed **Oct 16 1886**
 At **2 P.M.**
 Consideration, \$ **Fully Paid**
 RECORDED
 Book **Y** Page **324**
 Sealed **yes** No. of Witnesses **2**
 ACKNOWLEDGED
 Date **Oct 16 1886**
 Who **Lewis S. Peck**
Atty. in fact
 Before **Geo. H. Cooley**
Notary Public
 Where **Dodge County**
Minnesota
 Sealed **yes**

No. 79

Louisa W.Collins,
 By- Lewis S.Peck, her
 attorney-in-fact.

Release of Mortgage recorded in
 Book "W" of Mtgs on page "377".

To

Melvin G. Smith and
 Emma Smith, his wife.

Kind of Inst. Mortgage
Date Nov 17 1882
Filed Nov 27 1882
At 10 A.M.
Consideration, \$ 1500.00
RECORDED
Book W Page 378
Sealed yes No. of Witnesses 2
ACKNOWLEDGED
Date Nov 17 1882
Who Joshua Francis
Before G.B. Edgerton
Notary Public
Where Dodge County
Minnesota
Sealed yes

No. 80

Joshua Francis, a widower-

W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 28-107-16.

Last installment payable Nov. 1, 188

To

Louisa W. Collins

Kind of Inst. Satisfaction
Date Oct 1 1891
Filed Oct 1 1891
At 5.25 P.M.
Consideration, \$ Fully Paid
RECORDED
Book 4 Page 406
Sealed yes No. of Witnesses 2
ACKNOWLEDGED
Date Oct 1 1891
Who Louisa W. Collins
By her atty.
Before Horace Anthony
Notary Public
Where Dodge County
Minnesota
Sealed yes

No. 81

Louisa W. Collins,
By Lewis S. Peck, her attorney-
in-fact.

Release of Mortgage recorded in
Book "W" of Mtgs on page "378".

To

Joshua Francis, a widower.

Kind of Inst. Warranty Deed
Date August 9 1948
Filed August 11 1948
At 9 A.M.
Consideration, \$ 1.00
RECORDED
Book 92 Page 516
Sealed yes No. of Witnesses 2
ACKNOWLEDGED
Date Aug 9 1948
Who Nora J. Smith
single
Before Kenneth A. Myster
Notary Public
Where Dodge County
Minnesota
Sealed yes

No. 82

Nora J. Smith, single

An undivided one-half interest in
and to

To

Maurice M. Smith

W $\frac{1}{2}$ NE $\frac{1}{4}$

Sec. 28-107-16,
with other lands.

Revenue Stamps
\$16.50
Cancelled

Kind of Inst. Mortgage
Date August 9 1948
Filed August 11 1948
At 9 A.M.
Consideration, \$ 7000.00
RECORDED
Book 55 Page 247
Sealed yes No. of Witnesses 2
ACKNOWLEDGED
Date Aug 9 1948
Who Maurice M. Smith
Julia M. Smith
Before C. G. Palmer
Notary Public
Where Dodge County
Minnesota
Sealed yes

No. 83

Maurice M. Smith and
Julia M. Smith, his wife

The SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 21-107-16, and
W $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 28-107-16,
with other lands.

To

Kasson State Bank

Payable 5 years from date
Interest at 4% payable annually
\$500.00 to paid on the principal on
each interest payment date.

Registration Tax \$10.50
Paid 8/11/48.

Kind of Inst. Mortgage
 Date Jan 11 1869
 Filed Jan 26 1869
 At 10 A.M.
 Consideration, \$1000.00
 RECORDED
 Book K Page 270
 Sealed, yes No. of Witnesses 2
 ACKNOWLEDGED
 Date Jan 11 1869
 Who Michael Gress
 Ida Gress
 Before S. I. Pierce
 Notary Public
 Where Dodge County
 Minnesota
 Sealed yes

No. 84

Michael Gress and
 Ida Gress, his wife-

SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec.28-107-16,
 with other lands.

Payable according to the condition
 of four promissory notes.
 Due date not stated.

T o

Joshua Francis

FORECLOSED: See Entry #18.

Kind of Inst. Satisfaction
 Date March 30 1951
 Filed March 31 1951
 At 9 A.M.
 Consideration, \$ Fully Paid
 RECORDED
 Book 59 Page 220
 Sealed, yes No. of Witnesses 2
 ACKNOWLEDGED
 Date March 30 1951
 Who C. F. Palmer
 C. G. Palmer
 Before E. E. Danner
 Notary Public
 Where Dodge County
 Minnesota
 Sealed yes

No. 85

Kasson State Bank
 By- C.G.Palmer
 Its President.
 C.F.Palmer
 Its Cashier
 (Corporate Seal)

Release of Mortgage recorded in
 Book "55" of Mtgs on page "247".

To

Maurice M. Smith and
 Julia M. Smith,
 husband and wife.

Kind of Inst. Easement
 Date August 4 1954
 Filed August 25 1954
 At 11 A.M.
 Consideration, \$ 160.00
 RECORDED
 Book 98 Page 288
 Sealed, yes No. of Witnesses 1
 ACKNOWLEDGED
 Date August 4 1954
 Who Maurice M. Smith
 a widower
 Before Charles F. Gallery
 Notary Public
 Where Hennepin County
 Minnesota
 Sealed yes

No. 86

Maurice M. Smith,
 a widower-

To

Northern States Power Company,
 its successors and assigns.

Granting to said Company the right,
 privilege and easement to construct,
 operate and maintain a wood pole elec-
 tric transmission line with all fix-
 tures and devices useful in the opera-
 tion and maintenance of said line
 through, over and across the

E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec.28-107-16

Said line shall be constructed on the
 following described center line:

Beg. at the E line of the above desc-
 bed land at a point 1330 ft. more or
 less, south of the NE cor Sec.28,
 thence southwesterly to a point 2 ft
 more or less west of east line of
 Sec.28, thence southerly and parallel
 to the E line of said Sec.28 to the
 south line of the NE $\frac{1}{4}$ Sec.28:

Kind of Inst. Warranty Deed
 Date August 19 1955
 Filed August 24 1955
 At 11:30 A.M.
 Consideration, \$ 1.00 & other
 RECORDED
 Book 102 Page 21
 Sealed, yes No. of Witnesses 2
 ACKNOWLEDGED
 Date August 23 1955
 Who Maurice M. Smith
 a widower
 Before Bruce A. Erickson
 Notary Public
 Where Dodge County
 Minnesota
 Sealed yes

No. 87

Maurice M. Smith,
 a widower-

To

Joint Independent Consolidated
 School District #90 of Dodge
 and Olmsted Counties,
 a quasi municipal corporation.

Commencing at the center of Sec.28-
 107-16, thence running in an easterly
 direction 2639 feet to the quarter co-
 ner and thence running northerly along
 the easterly boundary of said section
 a distance of 866.25 ft to a point and
 thence running westerly 2639 feet to
 point and thence running southerly
 866.25 feet to place of beginning,
 containing 52 acres.

Revenue Stamps

\$15.40

Cancelled.

THIS DEED PLACED ON ABSTRACT AS A
 REFERENCE DEED.

Kind of Inst. Contract for Deed
 Date Feb 15 1960
 Filed Dec 31 1960
 At 11:50 A.M.
 Consideration, \$ 2500.00
 Book 91 RECORDED Page 282
 Sealed YES No. of Witnesses 2
 ACKNOWLEDGED
 Date Feb 15 1960
 Who Morris M. Smith
 Paul Pappas
 Before Bruce A Erickson
 Notary Public
 Where Dodge County
 Minnesota
 Sealed YES

No. 88

Maurice M. Smith,
 a widower- and a single
 person,

To

Paul Pappas

Contract for Deed covering the tract
 described as:

Commencing at the NW cor NE¹/₄ Sec.
 107-16, thence Southerly along the
 West line of said one quarter 91¹/₂
 feet to the point of beginning of
 the land to be described,
 thence deflecting to the left 88°
 a distance of 466.83 feet, thence
 North parallel with the west line
 said Northeast one quarter a dist
 of 466.83 feet, thence deflecting
 to the left 88°-00' a distance of
 466.83 feet to the west line of t
 Northeast one quarter, thence South
 along the West line of said North
 east one quarter 466.83 feet to t
 point of beginning:

Payable as follows:

\$1.00- receipt acknowledged:

\$999.00 at the time this contract is
 executed-receipt acknowledged:
 Balance of \$1500.00 to be paid in two
 installments- the first installment
 payable Feb. 1st, 1961 and the second
 installment payable Feb. 1st, 1962.
 This contract to bear interest at 4%
 per annum-said interest to be paid on
 each installment date herein named.
 Privilege given second party to pay t
 total sum owing at any time.

It is agreed that possession of the said property is to pass immediat
 to party of the second part: however, party of the second part agrees
 that during the growing season of 1960 the party of the first part may
 farm and till the same without payment of any cash rental and further
 the party of the second part agrees that he will allow the party of th
 first part to till the said land without payment of any rent during th
 growing season of 1961 and 1962, provided that party of the second par
 may revoke this lease in the event that party of the second part shoul
 desire to construct or make any improvements on the said land.

In the event that party of the second part wishes to make any construe
 tion or improvement and a crop has been planted, the party of the first
 part then and in that event, party of the second part will pay to party
 of the first crop damage for said crop.

Registration Tax \$2.25 Paid
 Dec. 31, 1960.

Kind of Inst.
 Date, 1.....
 Filed, 1.....
 At M.
 Consideration, \$
 Book RECORDED Page
 Sealed No. of Witnesses
 ACKNOWLEDGED
 Date
 Who
 Before
 Where
 Sealed

Kind of Inst.
 Date, 1.....
 Filed, 1.....
 At M.
 Consideration, \$
 Book RECORDED Page
 Sealed No. of Witnesses
 ACKNOWLEDGED
 Date
 Who
 Before
 Where
 Sealed

Kind of Inst. Will
 Date Jan 30 1956
 Filed Feb 15 1961
 At 10 A.M.
 Consideration, \$ ---
 Book 107 RECORDED Page 23
 Sealed YES No. of Witnesses 2
 ACKNOWLEDGED
 Date
 Who
 Before
 Where
 Sealed

No. 89

Maurice M. Smith

To

Wayne Smith,
 Genevieve Bestler,
 Eloise Novak
 son and daughters of above
 testator.

All rest and residue of said
 three named children, share and share alike.

Certified Copy

Last Will and Testament of Maurice
 Smith, Decedent.

Admitted to Probate May 2, 1960.

By Probate Court, Dodge County, Minn.

Bequeathing the real estate described
 as

SW¹/₄ SW¹/₄ Sec. 21: and
 NE¹/₄ Sec. 28, excepting approx. the
 South 52 acres thereof heretofore
 deeded to School District-
 in Twp. 107-16, as follows:

To Wayne Smith, an undivided 1/2 int.
 To Genevieve Bestler, an undivided 1/4 int.
 To Eloise Novak, an undivided 1/4 interest

The household goods together with
 testator's interest in machinery and
 livestock bequeathed to Wayne Smith.
 Testator's property bequeathed to the

<p>Kind of Inst. <u>Final Dec</u> Date <u>Feb 14</u> 1961 Filed <u>Feb 15</u> 1961 At <u>9</u> A M Consideration, \$ <u>--</u> Book <u>105</u> RECORDED Page <u>107</u> Scaled <u>YES</u> No. of Witnesses <u> </u> ACKNOWLEDGED Date <u> </u> Who <u> </u> Before <u> </u> Where <u> </u> Sealed <u> </u></p>	<p>No. 90 In the Matter of the Estate of Maurice M. Smith, Decedent. By Probate Court, Dodge County, Minnesota. (Probate Seal) To Wayne Smith, his son- Genevieve Bestler, his daughter: Floise Novak, his daughter.</p>	<p>Certified Copy Final Decree in the matter of the estate of Maurice M. Smith, Decedent. By Probate Court, Dodge County, Minn. Assigning the real estate described as SW$\frac{1}{4}$ SE$\frac{1}{4}$ Sec. 21-107-16: and NE$\frac{1}{4}$ Sec. 28-107-16, excepting the following two tract (1) Com at the center of Sec. 28-107-1 thence running in an easterly dir tion 2639 feet to the quarter cor ner and thence running northerly along the eastern boundary of sai section a distance of 866.25 feet to a point, thence running westerl 2639 feet to a point, thence runni southerly 866.25 feet to the plac of beginning: (2) Com at the NW cor NE$\frac{1}{4}$ Sec. 28-107- thence southerly along the west l of said quarter 915.50 feet to th point of beginning of the land to described: thence deflecting to t left 88°00' a distance of 466.83 feet, thence North parallel with t west line of said NE$\frac{1}{4}$ a distance 466.83 feet; thence deflecting to left 88°00' a distance of 466.83 to the West line of NE$\frac{1}{4}$, thence So along the west line of said NE$\frac{1}{4}$ 466.83 feet to the point of beg Commencing at the NW cor NE$\frac{1}{4}$ Sec. 28- 107-16, thence Southerly along the West line of said quarter 915.50 feet to th point of beginning of the land to be described; thence deflecting to the le 88°00' a distance of 466.83 feet, thenc North parallel with the west line of s NE$\frac{1}{4}$ a distance of 466.83 feet, thence deflecting to the left 88°00' a distar of 466.83 feet to the West line of NE$\frac{1}{4}$ thence South along the West line of NE$\frac{1}{4}$ 466.83 ft to point of beg: subject to a contract for deed to Paul Pappas dated Feb 1st, 1960 in the sum o \$2500.00 upon which there is a balance due of \$1500.00 with interest at 4% from Feb. 1st, 1960. Above Decedent died testate March 26, 1960.</p>
<p>Kind of Inst. <u> </u> Date <u> </u>, 1 Filed <u> </u>, 1 At <u> </u> M. Consideration, \$ <u> </u> Book <u> </u> RECORDED Page <u> </u> Scaled <u> </u> No. of Witnesses <u> </u> ACKNOWLEDGED Date <u> </u> Who <u> </u> Before <u> </u> Where <u> </u> Sealed <u> </u></p>	<p>No.</p>	
<p>Kind of Inst. <u> </u> Date <u> </u>, 1 Filed <u> </u>, 1 At <u> </u> M. Consideration, \$ <u> </u> Book <u> </u> RECORDED Page <u> </u> Scaled <u> </u> No. of Witnesses <u> </u> ACKNOWLEDGED Date <u> </u> Who <u> </u> Before <u> </u> Where <u> </u> Sealed <u> </u></p>	<p>No.</p>	
<p>Kind of Inst. <u>Option</u> Date <u>May 18</u> 1961 Filed <u>July 26</u> 1961 At <u>9</u> A M. Consideration, \$ <u>1.00 & other</u> Book <u>A-12</u> RECORDED Page <u>498</u> Scaled <u>YES</u> No. of Witnesses <u>2</u> ACKNOWLEDGED Date <u>May 18</u> 1961 Who <u>Paul Pappas</u> <u>Irene Pappas</u> Before <u>Patricia Gustine</u> <u>Notary Public</u> Where <u>Olmsted County</u> <u>Minnesota</u> Sealed <u>YES</u></p>	<p>No. 91 Paul J. Pappas and Irene Pappas as Sellers and Floise Novak, Genevieve Bestler and Wayne Smith, as Purchasers. If no Catholic Church building is built on the premises prior to Feb. 15, 1965, then the purchasers must give notice to sellers in writing of their intention to exercise their option within the 30 day period following Feb. 15, 1965. Failure to give such notice shall also void this option.</p>	<p>The Sellers hereby give the Purchaser the exclusive option to purchase the the sum of \$2500.00 within 30 days following Feb. 15, 1965 the real estate described as See description at Entry # 64 in Contract for Deed to said Seller: Provided however that this option will become effective only if there is no Catholic Church building on said premises prior to Feb. 15, 1965: if such Catholic church building is on said premises prior to Feb. 15, 1965 then this option shall be null and void and of no effect whatsoever.</p>

Kind of Inst. Warranty Deed
 Date May 8 1961
 Filed August 24 1961
 At 5 P. M.
 Consideration, \$ 1.00 & other
 Book 102 RECORDED Page 568
 Sealed YES No. of Witnesses 2
 ACKNOWLEDGED
 Date All Grantors duly
 Who acknowledged
 Before various
Notaries
 Where _____
 Sealed YES

No. 92

Genevieve Bestler and
 Aloysius C Bestler,
 her husband-

Eloise Novak and
 Joe L. Novak, her husband-

To

Wayne Smith

An undivided one-half interest in
 and to

SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 21:

also

W $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 28-107-1
 excepting the following two
 described tracts:

1. Com at the center of Sec. 28-107-1
 thence running in an easterly dir-
 tion 2639 feet to the quarter cor-
 and thence running northerly alon-
 the Eastern boundary of said sect-
 a distance of 866.25 feet to a po-
 thence running westerly 2639 feet
 a point and thence running southe-
 866.25 feet to the place of beg:

- (2) Com at the NW cor NE $\frac{1}{4}$ Sec. 28-107-1
 thence southerly along the west li-
 of said quarter 915.50 feet to the
 point of beginning of the land to
 described: thence deflecting to the
 left 88°00' a distance of 466.83
 thence North parallel with the wes-
 line of said NE $\frac{1}{4}$ a distance of
 466.83 feet, thence deflecting to
 left 88°00' a distance of 466.83
 feet to the west line of the NE $\frac{1}{4}$,
 thence South along the West line c-
 said NE $\frac{1}{4}$, 466.83 feet to the poin-
 of beginning.

Revenue Stamps

\$20.90

Cancelled.

State Deed Tax

\$20.90 Paid

R. C. Jones-Trea

Kind of Inst. _____
 Date _____, 1____
 Filed _____, 1____
 At _____ M.
 Consideration, \$ _____
 Book _____ RECORDED Page _____
 Sealed _____ No. of Witnesses _____
 ACKNOWLEDGED
 Date _____
 Who _____
 Before _____
 Where _____
 Sealed _____

No.

Kind of Inst. Mortgage
 Date August 21 1961
 Filed August 24 1961
 At 5 P. M.
 Consideration, \$ 15,000.00
 Book 66 RECORDED Page 197
 Sealed YES No. of Witnesses 2
 ACKNOWLEDGED
 Date August 21 1961
 Who Wayne Smith
Elsie Smith
 Before K. A. Myster
Notary Public
 Where Dodge County
Minnesota
 Sealed YES

No. 93

Wayne Smith and
 Elsie Smith, his wife-

To

Otto W. Haling and
 Hazel M. Haling,
 husband and wife-

as joint tenants with all
 right incident thereto,
 including survivorship.

SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 21:

also

W $\frac{1}{2}$ NE $\frac{1}{4}$ & SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 28-107-16
 excepting the two tracts describe
 as

(Refer to exceptions shown at
 Entry #68 above))

Payable in installments of \$500.00 on
 May 1 and Nov 1st of each year-the fir-
 installment being payable on Nov. 1, 1961
 final installment payable Nov 1, 1971:
 Interest payable semi-annually on Nov 1
 and May 1st:
 Prepayment privilege in any amount on
 Nov 1st of each year is given commencing
 Nov 1st, 1963.

Registration Tax \$22.50
 Paid Aug. 24, 1961.

Kind of Inst. _____
 Date _____, 1____
 Filed _____, 1____
 At _____ M.
 Consideration, \$ _____
 Book _____ RECORDED Page _____
 Sealed _____ No. of Witnesses _____
 ACKNOWLEDGED
 Date _____
 Who _____
 Before _____
 Where _____
 Sealed _____

No.

<p>Kind of Inst. <u>Warranty</u> <u>d</u> Date <u>December 30</u>, 1960 Filed <u>September 5</u>, 1961 At <u>9:30</u> P.M. Consideration, \$ <u>1.00 & Other</u> Book <u>106</u> RECORDED Page <u>580</u> Sealed <u>yes</u> No. of Witnesses <u>5</u> ACKNOWLEDGED Date <u>Various Dates</u> Who <u>All signers duly</u> <u>acknowledged</u> Before <u>Various Notaries</u> Where _____ Sealed <u>yes</u></p>	<p>No. 94</p> <p>Genevieve Bestler and Aloysius C. Bestler, her husband; Eloise Novak and Joe L. Novak, her husband; Wayne Smith and Elsie Smith, his wife;</p> <p>To</p> <p>Paul Pappas</p>	<p>Commencing at the NW corner of the NE$\frac{1}{4}$ of Section 28-107-16, thence Southerly along the W line of said Quarter 915.50 feet to the point of beginning of the land to be describe thence deflecting to the left 88°0' a distance of 466.83 feet, thence N parallel with the W line of said NE$\frac{1}{4}$ a distance of 466.83 feet, thence deflecting to the left 88°0' a distance of 466.83 feet to the W line of the NE$\frac{1}{4}$, thence S along the W line of said NE$\frac{1}{4}$ 466.83 feet to the point of beginning;</p> <p>State Deed Tax \$2.75 Paid Revenue Stamps \$2.75 Cancelled</p>
<p>Kind of Inst. <u>Quit Claim Deed</u> Date <u>January 8</u>, 1961 Filed <u>May 31</u>, 1962 At <u>4</u> P.M. Consideration, \$ <u>1.00 & Other</u> Book <u>106</u> RECORDED Page <u>303</u> Sealed <u>yes</u> No. of Witnesses <u>2</u> ACKNOWLEDGED Date <u>January 8, 1961</u> Who <u>Paul Pappas</u> <u>Irene Pappas</u> Before <u>Patricia Gustine</u> <u>Notary Public</u> Where <u>Olmsted County</u> <u>Minnesota</u> Sealed <u>yes</u></p>	<p>No. 95</p> <p>Paul J. Pappas and Irene Pappas, husband and wife,</p> <p>To</p> <p>Diocese of Winona</p>	<p>Commencing at the NW corner of the NE$\frac{1}{4}$ of Section 28-107-16, thence Southerly along the W line of said Quarter 915.50 feet to the point of beginning of the land to be describe thence deflecting to the left 88°0' a distance of 466.83 feet, thence N parallel with the W line of said NE$\frac{1}{4}$ a distance of 466.83 feet, thence deflecting to the left 88°0' a distance of 466.83 feet to the W line of the NE$\frac{1}{4}$, thence S along the W line of said NE$\frac{1}{4}$ 466.83 feet to the point of beginning; Dodge County, Minnesota;</p> <p>State Deed Tax \$1.10 Paid</p>
<p>Kind of Inst. <u>Warranty Deed</u> Date <u>April 26</u>, 1963 Filed <u>June 3</u>, 1963 At <u>10</u> A.M. Consideration, \$ <u>1.00 & Other</u> Book <u>103</u> RECORDED Page <u>433</u> Sealed <u>yes</u> No. of Witnesses <u>2</u> ACKNOWLEDGED Date <u>April 26, 1963</u> Who <u>Edward A. Fitzgerald</u> <u>Emmett F. Tighe</u> Before <u>Theresa M. Walter</u> <u>Notary Public</u> Where <u>Winona County</u> <u>Minnesota</u> Sealed <u>yes</u></p>	<p>No. 96</p> <p>Diocese of Winona By Edward A. Fitzgerald Its President By Emmett F. Tighe, Its Secretary (Corporate Seal)</p> <p>To</p> <p>Wayne Smith</p>	<p>Commencing at the NW corner of the NE$\frac{1}{4}$ of Section 28-107-16, thence Southerly along the W line of said one-quarter 915.50 feet to the point of beginning of the land to be described, thence deflecting to the left 88°00' a distance of 466.83 feet, thence N parallel with the W line of said NE$\frac{1}{4}$, a distance of 466.83 feet, thence deflecting to the left 88°00' a distance of 466.83 feet to the W line of NE$\frac{1}{4}$, thence S along the W line of said NE$\frac{1}{4}$ 466.83 feet to the point of beginning; (containing 5 acres more or less;)</p> <p>State Deed Tax \$1.10 Paid</p>
<p>Kind of Inst. <u>Partial Release</u> Date <u>May 23</u>, 1963 Filed <u>June 3</u>, 1963 At <u>10</u> A.M. Consideration, \$ <u>Fully Paid</u> Book <u>44</u> RECORDED Page <u>506</u> Sealed <u>yes</u> No. of Witnesses <u>2</u> ACKNOWLEDGED Date <u>May 31, 1963</u> Who <u>Otto W. Haling</u> <u>Hazel M. Haling</u> Before <u>Bruce A. Erickson</u> <u>Notary Public</u> Where <u>Dodge County</u> <u>Minnesota</u> Sealed <u>yes</u></p>	<p>No. 97</p> <p>Otto W. Haling and Hazel M. Haling,</p> <p>To</p> <p>Wayne Smith and Elsie Smith, his wife</p>	<p>Partial Release of Mortgage recorded in Book 66 of Mortgages, Page 197, described as follows:</p> <p>A part of the NE$\frac{1}{4}$ of Sec. 28-107-16 described by metes & bounds as follows: Beginning at a point on the W line of said Quarter section which is 866.6 feet N of the SW corner thereof, thence N along said W line a distance of 370.0 feet, thence E at a deflection angle of 89°04' to the right a distance of 210.2 feet, thence S parallel to said W line a distance of 50.0 feet, thence E at right angles to the previous course a distance of 150.0 feet, thence S at right angles a distance of 110.0 feet, thence E at</p>

(Continued)

Kind of Inst.
 Date 1
 Filed 1
 At M.
 Consideration, \$
 RECORDED
 Book Page

 Sealed No. of Witnesses
 ACKNOWLEDGED
 Date
 Who
 Before
 Where
 Sealed

No. 97 Continued:

right angles a distance of 80.0 feet
 thence S at right angles a distance
 of 213 feet, thence W at right angles
 a distance of 440. feet to place of
 beginning-being subject to the right
 of the State of Minnesota on that
 portion being used for highway pur-
 poses.

Kind of Inst. Warranty Deed
 Date April 26, 1963
 Filed June 3, 1963
 At 10 A.M.
 Consideration, \$ 1500.00
 RECORDED
 Book Page
 111 104
 Sealed YES No. of Witnesses 2
 ACKNOWLEDGED
 Date May 27, 1963
 Who Wayne Smith
 Elsie Smith
 Before Bruce A. Erickson
 Notary Public
 Where Dodge County
 Minnesota
 Sealed yes

No. 98

Wayne Smith and
 Elsie Smith,
 his wife,

To

Church of St. Olaf
 Town of Kasson

A part of the NE $\frac{1}{4}$ of Section 28-107-
 16, described by metes and bounds as
 follows:

Beginning at a point on the W line of
 said Quarter section which is 866.6
 feet N of the SW corner thereof,
 thence N along said W line a distance
 of 370.0 feet, thence E at a deflec-
 tion angle of 89°04' to the right a
 distance of 210.2 feet, thence S
 parallel to said W line a distance of
 50.0 feet, thence E at right angles
 to the previous course a distance of
 150.0 feet, thence S at right angles
 a distance of 110.0 feet, thence E
 at right angles a distance of 80.0
 feet, thence S at right angles a

distance of 213.0 feet, thence W at
 right angles a distance of 440.0 feet
 to the place of beginning; being
 subject to the rights of the State of
 Minnesota on that portion being used
 for highway purposes.

State Deed Tax
 \$1.65 Paid

Revenue Stamps
 \$1.65
 Cancelled

Kind of Inst.
 Date 1
 Filed 1
 At M.
 Consideration, \$
 RECORDED
 Book Page

 Sealed No. of Witnesses
 ACKNOWLEDGED
 Date
 Who
 Before
 Where
 Sealed

No.

Kind of Inst. Resolution
 Date April 6, 1964
 Filed September 21, 1964
 At 11:30 A. M.
 Consideration, \$
 RECORDED
 Book Page
 110 131-197
 Sealed YES No. of Witnesses
 ACKNOWLEDGED
 Date
 Who
 Before
 Where
 Sealed

No. 99

Resolution of the Town Board of the Town of Mantorville
 in Dodge County, Minnesota, consenting to and adopting
 the Zoning Ordinance of Dodge County.

It Is Hereby Resolved that the Town Board of the Town of Mantorville
 in the County of Dodge and State of Minnesota, consent to
 and adopts the Zoning Ordinance of Dodge County, and all the
 provisions thereof shall be binding on all persons and all prop-
 erty within said Town of Mantorville.

Zoning Ordinance recorded in Book 110 Page 131

<p>Kind of Inst. <u>Resolut</u> Date <u>September 5</u>, 1967 Filed <u>November 7</u>, 1967 At <u>11</u> A. M. Consideration, \$ --- RECORDED Book <u>118</u> Page <u>118</u> Sealed <u>YES</u> No. of Witnesses <u>-</u> ACKNOWLEDGED Date _____ Who _____ Before _____ Where _____ Sealed _____</p>	<p>No. 100 Resolution Dodge County has an ordinance known, cited, and referred to as the "Interim Zoning and Platting Ordinance of Dodge County" pursuant to Chap 559 Laws of Minnesota 1959 Approved November 7, 1967 Be It and It Is Hereby Resolved By the County Board of Dodge County, Minnesota, that the prior "Proposed Zoning Ordinance of the County of Dodge enumerated in Sec. 394.09 and as amended Minn. Stat. 1945, recorded in "110" of Misc. on Page 131," IS HEREBY REVOKED and is to be superceded by the "Interim Zoning and Platting Ordinance of Dodge County" Purs. to Chap 559 Laws of 1959</p>	
<p>Kind of Inst. <u>Zoning Ordinance</u> Date <u>March 2</u>, 1971 Filed <u>March 17</u>, 1971 At <u>10</u> A. M. Consideration, \$ --- RECORDED Book <u>124</u> Page <u>162</u> Sealed <u>YES</u> No. of Witnesses <u>1</u> ACKNOWLEDGED Date _____ Who _____ Before _____ Where _____ Sealed _____</p>	<p>No. 101 Dodge County Board By Ralph Helmbrecht, Its Chairman Attest: Richard N. Holtan, County Auditor (Seal) To Whom It May Concern</p>	<p>This Ordinance shall be known, cited, and referred to as the "Dodge County Zoning Ordinance" and Subdivision Ordinance. (Attached as Exhibit to Abstract)</p>
<p>Kind of Inst. <u>Zoning Ordinance</u> Date <u>September 16</u>, 1976 Filed <u>November 10</u>, 1976 At <u>10</u> A. M. Consideration, \$ --- RECORDED Book <u>140-Misc.</u> Page <u>61</u> Sealed <u>YES</u> No. of Witnesses <u>1</u> ACKNOWLEDGED Date _____ Who _____ Before _____ Where _____ Sealed _____</p>	<p>No. 102 Dodge County Board By Lowell Trom, Chairman Attest: Richard N. Holtan County Auditor (Seal) To Whom It May Concern</p>	<p>This Ordinance shall be known, cited, and referred to as the Dodge County Zoning Ordinance, except as referred to herein, where it shall be known as the Ordinance. Attached to abstract as exhibit.</p>
<p>Kind of Inst. <u>Decree</u> Date <u>April 23, 1981</u>, 1 Filed <u>April 23, 1981</u>, 1 At <u>8</u> A. M. Consideration, \$ --- RECORDED Book <u>151-Deeds</u> Page <u>385</u> Sealed <u>YES</u> No. of Witnesses <u>-</u> ACKNOWLEDGED Date _____ Who _____ Before _____ Where _____ Sealed _____</p>	<p>No. 103 Certified Copy State of Minnesota County of Dodge In Re: Estate of Wayne L. Smith, Deceased Assigning the real estate described as: Vendors interest in Contract for Deed dated July 23, 1971, between Wayne Smith and Elsie Smith, his wife, vendors, and Donald E. Alberts, vendee, to the following described property: SW$\frac{1}{4}$ SE$\frac{1}{4}$ - Section 21-107-16, AND NE$\frac{1}{4}$ of Section 28-107-16 EXCEPTING the following two tracts of land: 1. Comm at the center of Section 28 as a starting point, thence running E 2639 ft to the quarter cor of said Section, thence running N 866.25 ft to a pt, thence running W 2639 ft to a pt, thence running S 866.25 ft to place of beg; AND</p>	<p>Probate Court County Court-Probate Division</p>

continued:

<p>Kind of Inst. Date Filed At M. Consideration, \$ RECORDED Book Page Sealed No. of Witnesses ACKNOWLEDGED Date Who Before Where Sealed</p>	<p>No. 103 continued: 2. A part of the NE¼ of Section 28-107-16 described by metes and bounds as follows: Beg at a pt on the W line of said quarter section which is 866.6 ft N of the SW cor thereof, thence N along said W line a distance of 370.0 ft, thence E at a deflection angle of 89°04' to the right a distance of 210.2 ft, thence S parallel to said W line a distance of 50.00 ft, thence E at right angles to the previous course a distance of 150.00 ft, thence S at right angles a distance of 110.0 ft, thence E at right angles a distance of 80.0 ft, thence S at right angles a distance of 213.0 ft, thence W at right angles a distance of 440.0 ft to the place of beginning; being subject to rights of way of record; to Mary Clark Smith, spouse, the whole thereof; Decedent died testate December 2, 1980; Lien of inheritance taxes on the above described property is hereby waived.</p>	
<p>Kind of Inst. Affidavit of Identity Date October 13, 1981 Filed October 22, 1981 At 10 A. M. Consideration, \$ --- RECORDED Book 148-Misc. Page 215 Sealed YES No. of Witnesses --- ACKNOWLEDGED Date October 13, 1981 Who Kenneth A. Myster Before Bruce A. Erickson Notary Public Where Dodge County Minnesota Sealed YES</p>	<p>No. 104 State of Minnesota County of Dodge Kenneth A. Myster, being first duly sworn, deposes and says; That he is a lawyer practicing at Kasson, Minnesota, and that he well remembers Melvin G. Smith who died May 7, 1935; and That in the Final Decree of Distribution the wife of Melvin G Smith, to-wit Emma Smith, was granted a life estate in the following described property situate in the County of Dodge, State of Minnesota to-wit; SW¼ SE¼ Sec. 21-107-16 & NE¼ Sec. 28-107-16. That there was recorded in the office of the Dodge County Recorder on June 26, 1937, the Death Certificate of one Emma Smith, which was recorded in Book A-10 at Page 425, Document No. 85526; That the Emma Smith named in the Death Certificate hereinbefore mentioned was the same person as the Emma Smith named in the Final Decree of Distribution hereinbefore named.</p>	
<p>Kind of Inst. Warranty Deed Date September 8, 1981 Filed October 22, 1981 At 10 A. M. Consideration, \$ 65,000.00 RECORDED Book 151-Deeds Page 741 Sealed YES No. of Witnesses --- ACKNOWLEDGED Date September 8, 1981 Who Mary Clark Smith Before Bruce A. Erickson Notary Public Where Dodge County Minnesota Sealed YES</p>	<p>No. 105 Mary Clark Smith, surviving spouse of Wayne Smith, and an unremarried widow, To Donald E. Alberts</p>	<p>SW¼ SE¼ Sec. 21-107-16; and NE¼ Sec. 28-107-16, EXCEPTING the following two tracts of land; 1. Comm at the center of Sec. 28 as a starting point, thence running E 2639 ft to the Quarter corner of said section, thence running N 866.25 ft to a pt, thence running W 2639 ft to a pt, thence running S 866.25 ft to the place of beginning; 2. A part of the NE¼ of Sec. 28-107-16, described by metes and bounds as follows: Beginning at a pt on the W line of said Quarter section which is 866.6 ft N of the SW cor thereof, thence N along said W line a distance of 370.0 ft, thence E at a deflection angle of 89°04' to the right a distance of 210.2 ft, thence S parallel to said W line a distance of 50.0 ft, thence E at right angles to the previous course a distance of 150.0 ft, thence S at right angles a distance of 110.0 ft, thence E at right angles a distance of 80.0 ft, thence S at right angles a distance of 213.0 ft, thence W at right angles a distance of 440.0 ft to the place of beginning. Being subject to rights of way of record.</p>
<p>Kind of Inst. Date Filed At M. Consideration, \$ RECORDED Book Page Sealed No. of Witnesses ACKNOWLEDGED Date Who Before Where Sealed</p>	<p>State Deed Tax \$143.00 Paid</p>	

<p>Kind of Inst. <u>Mortgage</u></p> <p>Date <u>October 8, 1981</u></p> <p>Filed <u>October 22, 1981</u></p> <p>At <u>10</u></p> <p>Consideration, \$ <u>120,000.00</u></p> <p style="text-align: center;">RECORDED</p> <p>Book _____ Page _____</p> <p><u>99-Mtgs</u> <u>11</u></p> <p>Sealed <u>yes</u> No. of Witnesses</p> <p style="text-align: center;">ACKNOWLEDGED</p> <p>Date <u>October 22, 1981</u></p> <p>Who <u>Donald E. Alberts</u></p> <p><u>Joyce Alberts</u></p> <p>Before <u>Jolene M. Plummer</u></p> <p><u>Notary Public</u></p> <p>Where <u>Steele County</u></p> <p><u>Minnesota</u></p> <p>Sealed <u>yes</u></p>	<p>No. 106</p> <p>Donald E. Alberts and</p> <p>Joyce Alberts,</p> <p>husband and wife,</p> <p style="text-align: center;">To</p> <p>The Federal Land Bank of</p> <p>St. Paul</p> <p>EXEMPT FROM MORTGAGE REGISTRY</p> <p>TAX</p>	<p>Same tract of land as described at Entry # 81; Subject to existing highways, easements and rights of way of record. The above described premises contain 144 acres, more or less.</p> <p>\$120,000.00 due and payable according to the terms of a promissory note bearing even date herewith, providing for installment payments over an amortization period and permitting an increase or decrease in the interest rate, the final installment being payable on December 1, 2011. Interest at the rate of 11% per annum (designated as the basic rate).</p>
<p>Kind of Inst. <u>Judgment</u></p> <p>Date <u>April 26, 1982</u></p> <p>Filed <u>April 26, 1982</u></p> <p>At <u>2</u></p> <p>Consideration, \$ <u>-----</u></p> <p style="text-align: center;">RECORDED</p> <p>Book _____ Page _____</p> <p><u>99-Mtgs</u> <u>495</u></p> <p>Sealed <u>yes</u> No. of Witnesses</p> <p style="text-align: center;">ACKNOWLEDGED</p> <p>Date</p> <p>Who</p> <p>Before</p> <p>Where</p> <p>Sealed</p>	<p>No. 107</p> <p>State of Minnesota</p> <p>County of Dodge</p> <p>Mary Clark Smith and</p> <p>Donald E. Alberts, Plaintiffs,</p> <p style="text-align: center;">-vs-</p> <p>Otto W. Haling and</p> <p>Hazel M. Haling, Defendants,</p> <p>Notice is hereby given, That an action has been commenced in this Court by the above named Plaintiffs against the above named Defendants the object to which is to determine the adverse claims of Defendants and obtain a Judgment that Plaintiff, Donald E. Alberts, is the owner in fee simple and is in the actual possession of that real estate lying and being in the County of Dodge, State of Minnesota, described as follows, to-wit;</p>	<p style="text-align: right;">In County Court</p> <p style="text-align: right;">Civil Division</p> <p style="text-align: center;"><u>NOTICE OF LIS PENDENS</u></p>
<p>Kind of Inst.</p> <p>Date</p> <p>Filed</p> <p>At</p> <p>Consideration, \$</p> <p style="text-align: center;">RECORDED</p> <p>Book _____ Page _____</p> <p>Sealed No. of Witnesses</p> <p style="text-align: center;">ACKNOWLEDGED</p> <p>Date</p> <p>Who</p> <p>Before</p> <p>Where</p> <p>Sealed</p>	<p>No. SW$\frac{1}{4}$ SE$\frac{1}{4}$ Sec. 21-107-16, and NE$\frac{1}{4}$ Sec. 28-107-16, EXCEPTING the following two tracts of land:</p> <p>1. Comm at the center of Sec. 28 as a starting pt, thence running E 2639 ft to the quarter corner of said section, thence running N 866.25 ft to a pt, thence running W 2639 ft to a pt, thence running S 866.25 ft to place of beginning, and</p> <p>2. A part of the NE$\frac{1}{4}$ Sec. 28-107-16 described by metes and bounds as follows: Beginning at a pt on the W line of said quarter section which is 866.6 ft N of the SW cor thereof, thence N along said W line a distance of 370.0 ft, thence E at a deflection angle of 89°04' to the right a distance of 210.2 ft, thence S parallel to said W line a distance of 50.0 ft, thence E at right angles to the previous course a distance of 150.0 ft, thence S at right angles a distance of 110.0 ft, thence E at right angles a distance of 80.0 ft, thence S at right angles a distance of 213.0 ft, thence W at right angles a distance of 440.0 ft to the place of beginning. Being subject to rights of way of record; Subject to mortgage of F.L.B. recorded in Book 99-Mtgs., Page 11.</p>	
<p>Kind of Inst.</p> <p>Date</p> <p>Filed</p> <p>At</p> <p>Consideration, \$</p> <p style="text-align: center;">RECORDED</p> <p>Book _____ Page _____</p> <p>Sealed No. of Witnesses</p> <p style="text-align: center;">ACKNOWLEDGED</p> <p>Date</p> <p>Who</p> <p>Before</p> <p>Where</p> <p>Sealed</p>	<p>No. and that said Defendants have no right, title, estate, interest or lien in or on said real estate.</p>	

Kind of Inst. <u>Judgment</u> Date <u>May 11, 1983</u> Filed <u>May 11, 1983</u> At <u>2</u> P. M. Consideration, \$ <u>----</u> RECORDED Book <u>148-Misc.</u> Page <u>733</u> Sealed <u>yes</u> No. of Witnesses <u>---</u> ACKNOWLEDGED Date Who Before Where Sealed	No. 108 State of Minnesota County of Dodge Mary Clark Smith and Donald E. Alberts, Plaintiffs, -vs- Otto W. Haling and Hazel M. Haling, Defendants.	In County Court Civil Division <u>JUDGMENT</u>
Kind of Inst. Date Filed At M. Consideration, \$ RECORDED Book Page Sealed No. of Witnesses ACKNOWLEDGED Date Who Before Where Sealed	Upon hearing the testimony of the witnesses and the arguments of No. counsel and after reviewing the record and applicable law, and the Court having entered its Findings of Fact, Conclusions of Law and Or Order for Judgment, now pursuant to said Findings of Fact, Conclus- ions of Law and Order for Judgment, IT IS HEREBY ADJEDGED: I. That the Plaintiff Donald E. Alberts is the owner is fee simple, free of any mortgage interest by the Defendants, Otto W. Haling and Hazel M. Haling, of the following described property: See Tract of land described at Entry #83 II. That each party shall be responsible for its own costs and disbursements.	
Kind of Inst. <u>Articles of Corp.</u> Date <u>April 8, 1911</u> Filed <u>October 22, 1981</u> At <u>10</u> A. M. Consideration, \$ <u>-----</u> RECORDED Book <u>148-Misc.</u> Page <u>214</u> Sealed <u>yes</u> No. of Witnesses <u>---</u> ACKNOWLEDGED Date <u>2-Dates</u> Who <u>All signers duly</u> <u>acknowledged</u> Before <u>2-Notaries</u> Where <u>2-County</u> <u>Minnesota</u> Sealed <u>yes</u>	No. 109 Certificate of Incorporation of Diocese of Winona By Patrick R. Heffron, Bishop Edward H. Devlin Vicar-General James Pacholski Chancellor Nicholas Schmitz and Robert Hughes both memebers To Whom It May Concern	Certificate of Incorporation of Diocese of Winona marked Exhibit "A" and made a part of abstract.
Kind of Inst. <u>Satisfaction</u> Date <u>July 22, 1987</u> Filed <u>September 11, 1987</u> At <u>8:</u> A. M. Consideration, \$ <u>Fully paid</u> RECORDED Book <u>107-Mtgs</u> Page <u>725</u> Sealed <u>yes</u> No. of Witnesses <u>---</u> ACKNOWLEDGED Date <u>July 22, 1987</u> Who <u>Michael E. Christenson</u> Before <u>Kari R. York</u> <u>Notary Public</u> Where <u>Mower County</u> <u>Minnesota</u> Sealed <u>Yes</u>	No. 110 The Federal Land Bank of Saint Paul By Michael E. Christenson Senior Special Credit Officer of the Federal Land Bank Assoc. of Southeast Minnesota *Under Power of Attorney (Seal) To Donald E. Alberts and Joyce Alberts, husband and wife	Release of Mortgage recorded in Book 99 of Mortgages, page 11; *Power of Attorney recorded in Book 152 of Misc., page 743;

Kind of Inst. Mortgage Date September 9, 1987 Filed September 11, 1987 At 8: A. M. Consideration, \$68,400.00 RECORDED Book Page 107-Mtgs 726 Sealed YES No. of Witnesses 7 ACKNOWLEDGED Date September 9, 1987 Who Donald E. Alberts Joyce E. Alberts Before Marilyn A. Tietz Notary Public Where Dodge County Minnesota Sealed Yes	No. 111 Donald E. Alberts and Joyce E. Alberts, husband and wife To Kasson State Bank	SW $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 21 and W $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ in Section 28; except the following 2 tracts: 1) comm at the center of Sec 28-107-16 thence run- ning in an Ely direction 2639 ft to the $\frac{1}{4}$ cor and thence running Nly along the eastern boundary of said sec a distance of 866.25 ft to a pt thence running Wly 2639 ft to a pt and thence running Sly 866.25 ft to the place of beg; 2) a part of the NE $\frac{1}{4}$ of Sec 28-107-16 described by metes and bounds as follows: beg at a pt on the W line of said $\frac{1}{4}$ sec which is 866.6 ft N of the SW cor thereof, thence N along W line a distance of 370.0 ft, thence E at a deflection angle of 89 04' to the right a distance of 210.2 ft, thence distance of 50.0 ft thence E at right angles to the previous course a distance of 150.0 ft, thence S at right angles to the previous course a distance of 150.0 ft thence S at right angles a distance of 110.0 ft, thence E at right angles a distance of 80.0 ft thence S at right angles a distance of 213.0 ft thence W at right angles a distance of 440.0 ft to the place of beg; being subject to the rights of the State of Minnesota on that portic being used for highway purposes. Above lands being in Township 107-16; with other land;
Kind of Inst. Date Filed At M. Consideration, \$ RECORDED Book Page Sealed No. of Witnesses ACKNOWLEDGED Date Who Before Where Sealed	No. S parallel to said W line a angles to the previous course a right angles to the previous course a distance of 150.0 ft thence S at right angles a distance of 110.0 ft, thence E at right angles a distance of 80.0 ft thence S at right angles a distance of 213.0 ft thence W at right angles a distance of 440.0 ft to the place of beg; being subject to the rights of the State of Minnesota on that portic being used for highway purposes. Above lands being in Township 107-16; with other land; Maturity Date December 21, 1996 Mortgage Reg. Tax \$151.32 Paid	
Kind of Inst. Assignment/Bill of Sale Date December 14, 1990 Filed January 14, 1991 At 8: A. M. Consideration, \$ RECORDED Book Page 169-Deeds 758 Sealed YES No. of Witnesses ACKNOWLEDGED Date December 14, 1990 Who All signers duly acknowledged Before Where Sealed	No. 112 ENRON CORP., By Robert J. Hermann, Vice President Attest: Elaine V. Overturf, Secretary (Seal) To Northern Natural Gas Company	Supplemental Conveyance, Assignment and Bill of Sale; ENRON Corp., formerly known as Northern Natural Gas Company, which by ctf of amendment--changed its name to INTERNORTH, INC., which by ctf of amendment changed its name to ENRON CORPORATION, which by ctf of amendmer changed its name to Enron Corp, Grantor, in favor of Northern Natural Gas Company, Grantee--and to its successors and assigns, all right, title, interest and estate to the property described as: MANTORVILLE LATERAL LINE: N $\frac{1}{2}$ SE $\frac{1}{4}$ and N $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$, except 1/2 ac in the NW cor, of Sec 28; W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec 28 and SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 21; NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 21; N 30 ac of NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 21; that part of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec 21, lying and being south of the road; all in Twp 107-16;
Kind of Inst. Date Filed At M. Consideration, \$ RECORDED Book Page Sealed No. of Witnesses ACKNOWLEDGED Date Who Before Where Sealed	No.	

<p>Kind of Inst. Assignment/Bill of Sale Date December 14, 1990 Filed January 14, 1991 At 8: A. M. Consideration, \$ --- RECORDED Book Page 169-Deeds 759 Sealed yes No. of Witnesses --- ACKNOWLEDGED Date December 14, 1990 Who All signers duly acknowledged Before Two notaries Where Sealed</p>	<p>Sale No. 113 Enron Corp. By Robert J. Hermann Vice President Attest: Elaine V. Overturf Deputy Corporate Secretary (Seal) To Northern Natural Gas Company</p>	<p>Supplemental conveyance, Assignment and Bill of Sale; ENRON Corp., formerly known as North- ern Natural Gas Co, which by ctf of amendment--changed its name to INTER- NORTH, INC., which by ctf of amend- ment--changed its name to ENRON CORP. ORATION, Grantor, in favor of North- ern Natural Gas Co, Grantee--and to its successors and assigns, all right title, interest and estate to the property described as: W/2 NE/4 Sec 28, SW/4 SE/4 Sec 21-107-16;</p>
<p>Kind of Inst. Zoning Ordinance Date May 16, 1995 Filed August 24, 1995 At 8: A. M. Consideration, \$ --- RECORDED Book Page 160-Misc 640 Sealed yes No. of Witnesses --- ACKNOWLEDGED Date Who Before Where Sealed</p>	<p>No. 114 Dodge County Board By Don D. Gray Its Chairperson Attest: Curt B. Kephart County Clerk To Whom It May Concern</p>	<p>This ordinance shall be known, cited and referred to as the Dodge County Zoning Ordinance, except as referred to herein, where it shall be known as the Ordinance. See stated book and page on file for complete information;</p>
<p>Kind of Inst. Satisfaction Date April 22, 1996 Filed April 25, 1996 At 4:30 P. M. Consideration, \$ Fully paid RECORDED Book Page 126-Mtgs 523 Sealed yes No. of Witnesses --- ACKNOWLEDGED Date April 22, 1996 Who Richard C. Palmer Matt Bradford Before Pamela J. Ranvek Notary Public Where Dodge County Minnesota Sealed Yes</p>	<p>No. 115 Kasson State Bank By Richard C. Palmer Its President By Matt Bardford Its Consumer Service Officer To Donald E. Alberts and Joyce E. Alberts, as husband and wife</p>	<p>Release of Mortgage recorded in Book 107 of Mtgs, page 726;</p>
<p>Kind of Inst. Warranty Deed Date April 22, 1996 Filed April 25, 1996 At 4:30 P. M. Consideration, \$ Val. Consid. RECORDED Book Page 181-Deeds 34 Sealed yes No. of Witnesses --- ACKNOWLEDGED Date April 22, 1996 Who Donald E. Alberts Joyce E. Alberts Before Paul James Kiltinen Notary Public Where Dodge County Minnesota Sealed Yes</p>	<p>No. 116 Donald E. Alberts and Joyce E. Alberts, husband and wife To Scott A. Rose and Judith R. Rose, husband and wife</p>	<p>That part of the W$\frac{1}{2}$ NE$\frac{1}{4}$ Sec 28-107- 16 - comm at the SW cor of the NE$\frac{1}{4}$ of said Sec 28; thence N, assumed bearing along the W line of said NE$\frac{1}{4}$, 1236.66' ft for a pt of beg; thence N along said W line, 265.30 ft; thence E 440.00 ft; thence S 357.08 ft; thence W 79.83 ft; thence N 45.20 ft; thence W 150.00 ft; thence N 50.00 ft; thence S 89°04'00" W, 210.20 ft to the pt of beg. Being subject to an easement for Trunk Highway 57 right of way over the Wly boundary thereof. EXCEPT that part of the SW$\frac{1}{4}$ NE$\frac{1}{4}$ Sec 28-107-16, described as follows: Comm at the SW cor of said NE$\frac{1}{4}$; thence N, assumed bearing, along the</p>

-continued-

<div>Kind of Inst.</div> <div>Date</div> <div>Filed</div> <div>At M.</div> <div>Consideration, \$</div> <div>RECORDED</div> <div>Book Page</div> <div>Sealed..... No. of Witnesses</div> <div>ACKNOWLEDGED</div> <div>Date</div> <div>Who</div> <div>Before</div> <div>Where</div> <div>Sealed</div>	<div>No. 116 continued</div>	<div>W line of said NE¼ 1204.08 ft; thence E 210.17 ft for a pt of beg; thence continue E 229.83 ft; thence S 59.20 ft; thence W 79.83 ft; thence N 45.20 ft; thence W 150.00 ft; thence N 14.00 ft to the pt of beg; Being subject to an easement for the Trunk Highway 57 right of way over the Wly boundary thereof;</div> <div>State Deed Tax \$250.80 Paid</div> <div>REFERENCE ENTRY</div>
<div>Kind of Inst.</div> <div>Date</div> <div>Filed</div> <div>At M.</div> <div>Consideration, \$</div> <div>RECORDED</div> <div>Book Page</div> <div>Sealed..... No. of Witnesses</div> <div>ACKNOWLEDGED</div> <div>Date</div> <div>Who</div> <div>Before</div> <div>Where</div> <div>Sealed</div>	<div>No.</div>	
<div>Kind of Inst.</div> <div>Date</div> <div>Filed</div> <div>At M.</div> <div>Consideration, \$</div> <div>RECORDED</div> <div>Book Page</div> <div>Sealed..... No. of Witnesses</div> <div>ACKNOWLEDGED</div> <div>Date</div> <div>Who</div> <div>Before</div> <div>Where</div> <div>Sealed</div>	<div>No.</div>	
<div>Kind of Inst.</div> <div>Date</div> <div>Filed</div> <div>At M.</div> <div>Consideration, \$</div> <div>RECORDED</div> <div>Book Page</div> <div>Sealed..... No. of Witnesses</div> <div>ACKNOWLEDGED</div> <div>Date</div> <div>Who</div> <div>Before</div> <div>Where</div> <div>Sealed</div>	<div>No.</div>	

No. 117

CONTRACT FOR DEED

Donald Alberts and Joyce Alberts,
Husband and wife

Dated: August 29, 2002

Filed: October 3, 2002

At: 1:10 p.m.

Document No. 139428

TO

Kasson-Mantorville Independent
School District #204

Contract for Deed due and payable on September 10, 2003 on the following described property: W $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 28; AND the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 28-107-16, Dodge County, Minnesota, EXCEPT the following: Comm. at the center of Section 28-107-16, thence running in an Ely direction 2639 feet to the quarter corner and thence running Nly along the Eastern boundary of said section a distance of 866.25 feet to a point, thence running Wly 2639 feet to a point and thence running Sly 866.25 feet to the place of beginning; A part of the NE $\frac{1}{4}$ of Sec. 28-107-16, described by metes and bounds as follows: Beg. at a point on the W line of said quarter section which is 866.6 feet N of the SW corner thereof, thence N along said W line a distance of 370.0 feet, thence E at a deflection angle of 89 degrees 04 to the right a distance of 210.2 feet, thence S parallel to said W line a distance of 50.0 feet, thence E at right angles to the previous course a distance of 150.0 feet, thence South at right angles a distance of 110.0 feet, thence E at right angles a distance of 80.0 feet, thence S at right angles a distance of 213.0 feet, thence W at right angles a distance of 440.0 feet to the place of beginning; being subject to the rights of the State of Minnesota on that portion being used for highway purposes. Above lands being in Township 107, Range 16; That part of the W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 28-107-16 comm. at the SW corner of the NE $\frac{1}{4}$ of said Sec. 28; thence N, assumed bearing along the W line of said NE $\frac{1}{4}$ 1236.66 feet for a point of beg.; thence N along said W line, 265.30 feet; thence E 440.00 feet; thence S 357.08 feet; thence W 79.83 feet; thence N 45.20 feet; thence W 150.00 feet; thence N 50.00 feet; thence S 89 degrees 04'00" W, 210.20 feet to the point of beginning. Being subject to an easement for Trunk Highway 57 right of way over the Wly boundary thereof. EXCEPT that part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 28-1-7-16, described as follows: Comm. at the SW corner of said NE $\frac{1}{4}$; thence N, assumed bearing, along the W line of said NE $\frac{1}{4}$ 1204.08 feet; thence E 210.17 feet for a point of beg; thence continue E 229.83 feet; thence S 59.20 feet; thence W 79.83 feet; thence N 45.20 feet; thence W 150.00 feet; thence N 14.00 feet to the point of beginning; being subject to an easement for the Trunk Highway 57 right of way over the Wly boundary thereof. That part of the NE $\frac{1}{4}$ of Section 28-107-16 described as follows: The East 1224.00 feet of the NE $\frac{1}{4}$ of Section 28-107-16, except the South 866.25 feet thereof, containing 49.84 acres, more or less. All in Dodge County, Minnesota. Exact legal to govern.

No. 118

WARRANTY DEED

Donald E. Alberts and Joyce E. Alberts,
Husband and wife

Dated: September 17, 2003
Filed: September 19, 2003
At: 2:45 p.m.
Document No. 148176

TO
Independent School District No. 204

Conveys the following described property: A part of the NE $\frac{1}{4}$ of Section 28-107-16, Dodge County, Minnesota, described as follows: Commencing at the center of said Section 28, thence Nly along the West line of said NE $\frac{1}{4}$, North 00 degrees 10'32" West (Note: All bearings in this description are in relationship to the West line of said NE $\frac{1}{4}$ which is assumed to bear North 00 degrees 10'32" West), 1501.96 feet to the POINT OF BEGINNING; thence Easterly, at right angles, North 89 degrees 49'28" East, 440.00 feet; thence Southerly, at right angles, South 00 degrees 10'32" East, 297.88 feet; thence Easterly, at right angles, North 89 degrees 49'28" East, 293.02 feet; thence Southerly, at right angles, South 00 degrees 10'32" East 339.94 feet to the Northerly line of the South 866.25 feet of said NE $\frac{1}{4}$; thence Easterly along said Northerly line, North 89 degrees 59'24" East, 671.06 feet to the Westerly line of the East 1224.00 feet of said NE $\frac{1}{4}$; thence Nly along said Wly line, North 00 degrees 08'17" West, 1775.19 feet to the North line of said NE $\frac{1}{4}$ and the Sly line of ROLLING HILLS; thence Wly along said N line, North 89 degrees 53'06" West, 1405.26 feet to the North Quarter corner of said Section 28; thence Southerly along the West line of said NE $\frac{1}{4}$, South 00 degrees 10'32" East, 1142.55 feet to the POINT OF BEGINNING. Said parcel contains 48.58 acres, more or less, and is subject to existing easements and restrictions of record. Also said parcel is subject to a Natural Gas Line easement description for Northern Natural Gas Company (West-Southeasterly 12" Gas Line) recorded in Book 160 of Misc., pg. 780. Also, said parcel is subject to a Natural Gas Line Easement description for Minnesota Northern Natural Gas Company recorded in Book A-10 of Deeds, page 177 (rights transferred to Northern Natural Gas Company in document recorded in Book A-10 of Deeds, page 287). Also, said parcel is subject to a highway easement for the State of Minnesota recorded in Book 65 of Misc., page 435.

No. 119

WARRANTY DEED

Donald E. Alberts and Joyce E. Alberts,
Husband and wife

Dated: October 3, 2003
Filed: October 9, 2003
At: 3:20 p.m.
Document No. 148638

TO
Kasson Meadows, LLC

Conveys the following described property: That part of the NE ¼ of Section 28-107-16 Dodge County, Minnesota, described as follows: The East 1224.00 feet of the NE ¼ of Section 28-107-16, except the South 866.25 feet thereof, containing 49.84 acres, more or less; LESS that part of the E ½ of the NE ¼ of Section 28-107-16, described as follows: Beginning at the northeast corner of the NE ¼ of said Section 28; thence South 00 degrees 07'08" East, assumed bearing, along the east line of said NE ¼, 1772.52 feet to the northeast corner of the South 866.25 feet of said NE ¼, thence South 90 degrees 00'00" West, parallel with the South line of said NE ¼, 608.12 feet, thence North 00 degrees 07'08" West, 352.71 feet; thence North 61 degrees 09'21" East, 224.52 feet; thence North 00 degrees 07'08" West, 1312.39 feet to the north line of said NE ¼, thence South 89 degrees 52'32" East, along said north line 411.23 feet to the point of beginning; containing 18.58 acres, more or less.

This deed shall not act to merge Grantees right under that Contract for Deed filed July 13, 2000 in Book 189 of Deeds, page 80 incorporating a right of first refusal on the SW ¼ of the SE ¼ Section 21-107-16, Dodge County, Minnesota.

No. 120

SATISFACTION OF MORTGAGE

Premier Bank Rochester by Two Officers,

Dated: November 5, 2003
Filed: January 5, 2004
At: 4:30 p.m.
Document No. 150436

TO
Kasson Meadows, LLC

Satisfies in full that certain Mortgage dated December 20, 2002 and filed January 15, 2003 as Document No. 141855.

No. 121

CERTIFICATE OF SURVEY

Kirk L. Pape, Licensed Land Surveyor

Dated: September 8, 2004

Filed: October 18, 2004

At: 10:45 a.m.

Document No. 156215

TO

Whom it May Concern

Survey for the following described property: A parcel of land in the NE $\frac{1}{4}$ of Section 28, Township 107 North, Range 16 West, Dodge County, Minnesota, described as follows: Commencing at the center of said Section 28, thence Nly along the west line of said NE $\frac{1}{4}$, North 00 degrees 10'32" West (Note: All bearings in this description are in relationship to the west line of said NE $\frac{1}{4}$ which is assumed to bear North 00 degrees 10'32" West), 1501.96 feet; thence easterly, at right angles, North 89 degrees 49'28" East, 440.00 feet; thence Southerly, at right angles, South 00 degrees 10'32" East, 297.88 feet; thence easterly, at right angles, North 89 degrees 49'28" East, 293.02 feet; thence Southerly, at right angles, South 00 degrees 10'32" East, 339.94 feet to the northerly line of the South 866.25 feet of said NE $\frac{1}{4}$; thence Easterly along said northerly line, North 89 degrees 59'24" East, 428.90 feet to the POINT OF BEGINNING; thence continuing along said northerly line, North 89 degrees 59'24" East, 242.16 feet to the westerly line of the east 1224.00 feet of said NE $\frac{1}{4}$; thence Northerly along said westerly line, North 00 degrees 08'17" West, 1775.19 feet to the north line of said NE $\frac{1}{4}$ and the southerly line of Rolling Hills; thence Westerly along said North line, North 89 degrees 53'06" West, 242.16 feet; thence South 00 degrees 08'17" East, 1775.72 feet to the POINT OF BEGINNING. Said parcel contains 9.87 acres, more or less, and is subject to existing easements and restrictions of record. Also, said Parcel is subject to a Natural Gas line easement description for Northern Natural Gas Company (West-Southeasterly 12" Gas Line) recorded in Book 160 of Misc., page 780, Dodge County Records.

No. 122

WARRANTY DEED - Reference Entry

Independent School District No. 204 by
Its Superintendent

Dated: September 10, 2004

Filed: October 18, 2004

At: 10:45 a.m.

Document No. 156216

TO

Kasson Meadows, LLC

Conveys the following described property: A parcel of land in the NE $\frac{1}{4}$ of Section 28, Township 107 North, Range 16 West, Dodge County, Minnesota, described as follows: Commencing at the center of said Section 28, thence Nly along the west line of said NE $\frac{1}{4}$, North 00 degrees 10'32" West (Note: All bearings in this description are in relationship to the west line of said NE $\frac{1}{4}$ which is assumed to bear North 00 degrees 10'32" West), 1501.96 feet; thence easterly, at right angles, North 89 degrees 49'28" East, 440.00 feet; thence Southerly, at right angles, South 00 degrees 10'32" East, 297.88 feet; thence easterly, at right angles, North 89 degrees 49'28" East, 293.02 feet; thence Southerly, at right angles, South 00 degrees 10'32" East, 339.94 feet to the northerly line of the South 866.25 feet of said NE $\frac{1}{4}$; thence Easterly along said northerly line, North 89 degrees 59'24" East, 428.90 feet to the POINT OF BEGINNING; thence continuing along said northerly line, North 89 degrees 59'24" East, 242.16 feet to the westerly line of the east 1224.00 feet of said NE $\frac{1}{4}$; thence Northerly along said westerly line, North 00 degrees 08'17" West, 1775.19 feet to the north line of said NE $\frac{1}{4}$ and the southerly line of Rolling Hills; thence Westerly along said North line, North 89 degrees 53'06" West, 242.16 feet; thence South 00 degrees 08'17" East, 1775.72 feet to the POINT OF BEGINNING. Said parcel contains 9.87 acres, more or less, and is subject to existing easements and restrictions of record.

No. 123

SATISFACTION OF MORTGAGE

Premier Bank Rochester by Two Officers,

Dated: December 10, 2004

Filed: December 29, 2004

TO

At: 10:15 a.m.

Kasson Meadows, LLC

Document No. 157528

Satisfies in full that certain Mortgage dated June 17, 2003 and filed June 18, 2003 as Document No. 145752.

No. 124

PLAT

Kasson Meadows, LLC, by One Officer

Dated: April 25, 2006

Filed: May 2, 2006

At: 4:00 p.m.

Book B of Plats, page 120

Document No. 166105

TO

Whom It May Concern

The following described property is platted as KASSON MEADOWS FIFTH SUBDIVISION, City of Kasson, Dodge County, Minnesota: That part of the NE ¼ of Section 28-107-16, Dodge County, Minnesota, described as follows: Commencing at the Northeast corner of said Section 28; thence along the east line of said NE ¼ on an assumed bearing, South 00 degrees 01'48" East, 1772.52 feet to the southeast corner of Kasson Meadows, an official plat on file and of record in the office of the Dodge County Recorder; thence North 89 degrees 54'22" West, 512.04 feet along the south line of said Kasson Meadows to the Southwest corner of Outlot A of said plat; thence North 14 degrees 19'41" West, 326.15 feet along the westerly line of said Kasson Meadows to the northwest corner of Lot 1, Block 4 of said plat; thence North 89 degrees 54'42" West, 114.31 feet along the south line of Kasson Meadows Fourth Subdivision, an official plat on file and of record in said Recorder's office, to the southwest corner thereof, the point of beginning; thence continuing north 89 degrees 54'42" West, 82.00 feet; thence north 00 degrees 12'46" East, 124.46 feet; thence north 89 degrees 47'14" West, 10.00 feet; thence South 00 degrees 12'46" West, 144.10 feet; thence north 71 degrees 19'24" West, 292.64 feet; thence North 52 degrees 44'25" West, 180.00 feet; thence south 37 degrees 15'35" West, 21.99 feet; thence north 52 degrees 44'25" West, 185.43 feet; thence north 43 degrees 10'27" east, 164.10 feet along a line that is radial to the following course; thence northwesterly 78.52 feet along a non-tangent curve, concave northeasterly, radius 233.00 feet, central angle 19 degrees 18'27", chord north 37 degrees 10'19" west, 78.14 feet; thence north 62 degrees 28'54" east, 163.37 feet along a line that is radial to the previous course; thence North 11 degrees 35'11" east, 100.00 feet; thence south 89 degrees 47'14" east, 392.78 feet along the south line of Kasson Meadows Third Subdivision, an official plat on file and of record in said Recorder's office, and the westerly extension of said line to the northwest corner of said Fourth Subdivision; thence south 00 degrees 12'46" West, 191.00 feet along the west line of said Fourth Subdivision; thence south 89 degrees 47'14" east, 30.00 feet along said west line; thence south 00 degrees 12'46" west, 125.25 feet along said west line; thence south 89 degrees 47'14" east, 23.00 feet along the south line of Lot 1, Block 3, of said Fourth Subdivision; thence south 00 degrees 12'46" west, 315.46 feet along said west line to the point of beginning, containing 7.06 acres, subject to easements and restrictions of record.

No. 125

ENCROACHMENT AGREEMENT

Northern Natural Gas Company by One Officer

Dated: August 4, 2006

Filed: September 5, 2006

At: 11:15 a.m.

Document No. A 168023

TO

City of Kasson by Two Officers and
Kasson Meadows, LLC by One Officer

Encroachment Agreement pertaining to pipeline easement, all as more fully described in said document, a copy of which is attached hereto and made a part hereof as an exhibit.

No. 126

WARRANTY DEED

Donald E. Alberts and Joyce E.
Alberts, husband and wife

Dated: July 5, 2000
Filed: July 18, 2000
At: 4:30 pm
Book 189 of Deeds on Page 79
Document No: 124604

TO
The Greens of Rochester, a Minnesota
Partnership

Conveys the following: That part of the E ½ of the NE ¼ of Section 28-107-16, Dodge County, Minnesota described as follows: Beginning at the northeast corner of the NE ¼ of said Section 28; thence S00°07'08"E, assumed bearing, along the east line of said NE ¼, 1772.52 feet to the northeast corner of the South 866.25 feet of the said NE ¼; thence S90°00'00"W, parallel with the south line of said NE ¼, 608.12 feet; thence N00°07'08"W, 352.71 feet; thence N61°09'21"E, 224.52 feet; thence N00°07'08"W, 1312.39 feet to the north line of said NE ¼; thence S89°52'32"E, along said north line, 411.23 feet to the point of beginning. Containing 18.58 acres, more or less.

REFERENCE ENTRY

No. 127

CONTRACT FOR DEED

Donald E. Alberts and Joyce E.
Alberts, husband and wife

Dated: June 30, 2000
Filed: July 13, 2000
At: 4:30 pm
Book 189 of Deeds on Page 80
Document No: 124605
Consideration: \$225,000.00

TO
The Greens of Rochester, a
Minnesota Partnership

Conveys the following: That part of the NE ¼ of Section 28-107-16, Dodge County, Minnesota, described as follows: The East 1224.00 feet of the NE ¼ of Section 28-107-16, Dodge County, Minnesota, except the South 866.25 feet thereof; containing 49.84 acres, more or less; LESS That part of the E ½ of the NE ¼ of Section 28-107-16, Dodge County, Minnesota described as follows: Beginning at the northeast corner of the NE ¼ of said Section 28; thence S00°07'08"E, assumed bearing, along the east line of said NE ¼, 1772.52 feet to the northeast corner of the South 866.25 feet of the said NE ¼; thence S90°00'00"W, parallel with the south line of said NE ¼, 608.12 feet; thence N00°07'08"W, 352.71 feet; thence N61°09'21"E, 224.52 feet; thence N00°07'08"W, 1312.39 feet to the north line of said NE ¼; thence S89°52'32"E, along said north line, 411.23 feet to the point of beginning. Containing 18.58 acres, more or less. Purchaser shall pay to Seller, at Seller's address, which is 59191 245th Ave., Mantorville, MN 55955 the sum of \$225,000.00 as and for the purchase price for the property, payable as follows: \$83,610.00 as and for the down payment, receipt of which is hereby acknowledged by the Seller. The balance of \$141,390.00 is to be paid in equal monthly installments of \$2,000.00 the first payment of which shall be due on August 1, 2000 and a like amount on the first day of each month thereafter until July 1, 2007 at which time all amounts of interest and principal shall be due and payable in full. Payments to be applied first to interest accruing at the rate of 9% and then to the reduction of principal. Interest to commence on July 1, 2000...Sellers agree that they will provide deeds to the Purchaser for partial purchases of the property; however, those parcels must be ten acres in size and this shall be done upon the payment of an additional \$45,000.00 of principal.

REFERENCE ENTRY

No. 128

QUIT CLAIM DEED

The Greens of Rochester, a
Partnership

Dated: September 14, 2000

Filed: September 18, 2000

At: 4:30 pm

Book 189 of Deeds on Page 281

Document No: 125587

TO
Kasson Meadows, LLC

Conveys the following: That part of the NE ¼ of Section 28-107-16, Dodge County, Minnesota, described as follows: The East 1224.00 feet of the NE ¼ of Section 28-107-16, Dodge County, Minnesota, except the South 866.25 feet thereof, containing 49.84 acres, more or less.

REFERENCE ENTRY

No. 129

ASSIGNMENT OF CONTRACT FOR
DEED

The Greens of Rochester, a
Minnesota Partnership

Dated: September 14, 2000

Filed: September 18, 2000

At: 4:30 pm

Book 189 of Deeds on Page 282

Document No: 125588

TO
Kasson Meadows, LLC

Assigns that certain Contract for Deed between Donald E. Alberts and Joyce E. Alberts and The Greens of Rochester, a Minnesota Partnership dated June 30, 2000 filed July 13, 2000 in Book 189 of Deeds on Page (no page number stated) as Document No: 124605.

REFERENCE ENTRY

No. 130

ASSIGNMENT AND ASSUMPTION OF
EASEMENTS

Northern States Power Company
fka Northern Power Corporation

Dated: November 30, 2000

Filed: January 16, 2001

At: 8:00 am

Book 166 of Misc. on Page 801

Document No: 127166

TO
Xcel Energy, Inc.

Provides for the assumption and assignment of easements dated August 4, 1954 filed August 25, 1954 in Book 98 of Misc. on Page 288.

No. 131

WARRANTY DEED

Donald E. Alberts and Joyce E.
Alberts, husband and wife

Dated: March 1, 2002
Filed: March 6, 2002
At: 1:45 pm
Document No: 135283

TO
Kasson Meadows, LLC

Conveys the following: That part of the East ½ of the NE ¼ of Section 28-107-16, Dodge County, Minnesota described as follows: Beginning at the northeast corner of the NE ¼ of said Section 28; thence N89°46'32"W, assumed bearing, along the north line of said NE ¼, 411.23 feet to a point of beginning; thence S00°01'08"E, 762.41 feet; thence S78°16'08"W, 330.77 feet; thence S89°58'52"W, 200.00 feet; thence N00°13'28"E, 591.77 feet; thence N89°46'32"W, parallel with the north line of said NE ¼, 53.09 feet; thence N00°13'28"E, 240.00 feet to the north line of said NE ¼; thence S89°46'32"E, along said north line, 573.45 feet to the point of beginning. Containing 10.00 acres, more or less. Dodge County, Minnesota.

REFERENCE ENTRY

No. 132

MORTGAGE

Kasson Meadows, LLC by One Officer

Dated: October 20, 2006
Filed: December 14, 2006
At: 10:15 a.m.
Document No. A 169585
Consideration: \$420,000.00

TO
Premier Bank Rochester

Conveys with power of sale the following described property: Lot 1, Block 1; Lots 1 through 5, Block 2; Lot 1, Block 3; Lots 1 through 6, Block 4, and Lots 1 through 8, Block 5, all in Kasson Meadows Fifth Subdivision, Dodge County, Minnesota. Due and payable in full on October 20, 2008.

No. 133

NOTE AND MORTGAGE
MODIFICATION AGREEMENT

Kasson Meadows, LLC by One Officer and
Accu-Con, Inc. by One Officer

Dated: May 14, 2007
Filed: February 11, 2008
At: 10:00 a.m.
Document No. A 175651

TO
Premier Bank Rochester

Modifies that certain Mortgage dated April 19, 2001 and filed on April 24, 2001 as Document No. 128643, modified on April 15, 2002 and filed on April 24, 2002 as Document No. 136247 to include Lot 5, Block 2, Kasson Meadows Fifth Subdivision, City of Kasson, Dodge County, Minnesota; with other land and to change the due date to May 1, 2008.

No. 134

NOTE AND MORTGAGE
MODIFICATION AGREEMENT

Kasson Meadows LLC by One Officer and
Accu-Con, Inc. by One Officer,

Dated: May 7, 2008
Filed: June 5, 2008
At: 10:30 a.m.
Document No. A 177468

TO
Premier Bank Rochester

Modifies that certain Mortgage dated April 19, 2001 and filed April 24, 2001 as Document No. 128643 and was modified on April 15, 2002 and recorded April 24, 2002 as Document No. 136247; also modified to pledge as additional collateral April 19, 2001 and recorded April 24, 2001 as Document No. 128644; also modified to pledge as additional collateral April 24, 2002 and recorded May 2, 2002 as Document No. 136433; also on April 25, 2003 and recorded May 7, 2003 as Document No. 144659; also modified to extend due date on April 12, 2004 and recorded April 30, 2004 as Document No. A 152700; also modified to extend due date on May 13, 2005 and recorded June 17, 2005 as Document No. A 160385; a modification to extend the due date on May 10, 2006 and recorded June 1, 2006 as Document No. A 166515; and a modification to extend the due date on May 14, 2007 and recorded February 11, 2008 as Document No. 175651, to include Lot 5, Block 2, Kasson Meadows Fifth Subdivision, City of Kasson, Dodge County, Minnesota; and all to be due and payable in full according to the note and guaranty of even date hereof.

No. 135

MORTGAGE, SECURITY
AGREEMENT, ASSIGNMENT OF
LEASES AND RENTS AND FIXTURE
FINANCING STATEMENT

Accu-Con, Inc. by One Officer

TO
Premier Bank Rochester

Dated: April 19, 2001
Filed: April 24, 2001
At: 3:00 p.m.
Book 143 of Mtgs., pg. 662
Document No. 128643
Consideration: \$1,000,000.00

Conveys with power of sale land other than what is the subject of this abstract.
*Abstracter's note: This mortgage is placed on this abstract as it was modified by Document Nos. A 175651 and A 177468.

No. 136

NOTE AND MORTGAGE
MODIFICATION AGREEMENT

Kasson Meadows, LLC, a Minnesota
Limited Liability Company, by One Officer

Dated: November 13, 2008
Filed: November 17, 2008
At: 10:30 a.m.
Document No. A 179622

TO
Premier Bank Rochester

Modifies that certain Mortgage dated October 20, 2006 and recorded December 14, 2006 as Document No. A 169585 to change the interest rate and extend the due date to October 20, 2010.

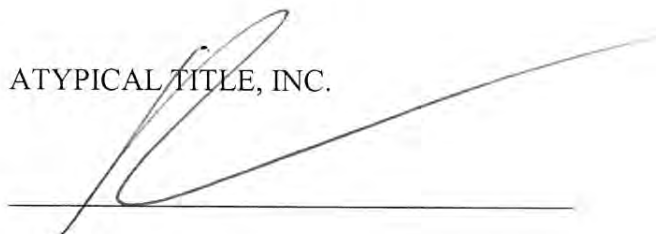
ATYPICAL TITLE, INC.

Paul J. Kiltinen,
Registered Abstracter

STATE OF MINNESOTA)
) ss.
COUNTY OF DODGE)

I, Paul J. Kiltinen, Registered Abstracter for Atypical Title, Inc., for Dodge County, do hereby certify that after a careful examination and comparison of the records in the office of the Dodge County Recorder in and for the County of Dodge, State of Minnesota, find that conveyances numbered from 1 to 136, inclusive as set forth in the foregoing Abstract of Title, are full and complete minutes of all recorded instruments, and of all existing attachments and Mechanics' Liens appearing to be of record in said office affecting the title to the land described in the Caption of this Abstract, or any part thereof to the date hereof (excepting Tax Liens and Internal Revenue Laws), to the tract index date of December 1, 2008 at 8:00 a.m.

ATYPICAL TITLE, INC.



CURRENT TAX CERTIFICATE

STATE OF MINNESOTA)
) ss.
COUNTY OF DODGE)

I hereby certify that I have searched the tax duplicates and records in the office of the County Treasurer for Dodge County and find that the taxes for the year 2008 are as follows:

Parcel No. 24.364.2002

Whole Tax: \$108.00

First Half: paid

Homestead: Non-homestead

Special Assessments: None

Legal Description: Lot 2, Block 2, Kasson Meadows Fifth Subdivision, City of Kasson, Dodge County Minnesota

Dated: December 1, 2008

ATYPICAL TITLE, INC.

By: 

AUDITORS CERTIFICATE

STATE OF MINNESOTA)
) ss.
COUNTY OF DODGE)

I hereby certify that I have searched the records of the above office and find that there are no outstanding tax liens, tax sales, or tax certificates, which remain delinquent, or any special assessments unpaid against the described property except as follows:

Legal Description: Lot 2, Block 2, Kasson Meadows Fifth Subdivision, City of Kasson, Dodge County Minnesota

Special Assessments: None

Delinquent Taxes: None

Dated: December 1, 2008

ATYPICAL TITLE, INC.

By: 

[illegible]

By:

By:



A 168023
COUNTY RECORDER
DODGE COUNTY, MN

Scanned ☒

Certified, filed and/or recorded
on 09/05/2006 at 11:15 AM
Return to: NORTHERN NATURAL GAS CO.
Receipt #: 31997

Sue A. Alberts
Dodge County Recorder
by [Signature], Deputy

File No.: 06-041
Line & Tract No.: MNB 82002-93

ENCROACHMENT AGREEMENT

This instrument made and entered into this 20th day of JULY, 2006, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, (hereinafter referred to as "Northern"), with principal offices at P.O. Box 3330, Omaha, Nebraska 68103-0330, and THE CITY OF KASSON, MINNESOTA (hereinafter referred to as "City"), and KASSON MEADOWS, LLC, a Minnesota corporation (hereinafter referred to as "Owners").

WITNESSETH THAT:

WHEREAS, Northern is the holder of a 50-foot wide Easement granted by Donald E. Alberts and Joyce E. Alberts, husband and wife on the 20th day of October, 1995 covering the following described premises in Dodge County, Minnesota:

See Exhibit "A" attached hereto
and, by this reference, made a part hereof.

which Easement was recorded on the the 15th day of November, 1995 as Document No. 101783 in Book 160 of Miscellaneous at Page 780 in the Office of the County Recorder for Dodge County, Minnesota (hereinafter referred to as "Easement"); and

WHEREAS, pursuant to the authority contained in said Easement, Northern has constructed and currently operates and maintains a 12-inch pipeline along with the right to install additional pipelines and facilities from time to time (hereinafter referred to as "Pipeline Facilities"), across and through the above described premises; and

WHEREAS, the Owners are the present Owners of the following described real property, with Pipeline Facilities situated upon the following described land in Dodge County, Minnesota (hereinafter referred to as the "Owned Premises"):

See Exhibit "A" attached hereto
and, by this reference, made a part hereof.

WHEREAS, the Owner and the City plans to construct two road crossings, two watermains and a sanitary sewer line (hereinafter referred to as "Encroachment") upon and within a portion of the confines of Northern's Easement, as shown on Exhibit "A", attached hereto and by this reference, made a part hereof, with this written consent; and

File No.: 06-041
Line & Tract No.: MNB 82002-93

WHEREAS, the Owners and the City have been advised by Northern that Northern is a natural gas transmission company and that Northern operates a high pressure underground natural gas pipeline through the Owned Premises; and

WHEREAS, the Owners and the City have requested permission from Northern to maintain, use, and enjoy the Encroachment upon a portion of Northern's Easement and in close proximity to Northern's Pipeline Facilities; and

WHEREAS, Northern is willing to grant such permission upon the terms and conditions set forth as follows.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Northern hereby grants permission to the Owners and the City to maintain, operate and use upon the Owned Premises and in close proximity to Northern's Pipeline Facilities, the said Encroachment, subject to the following conditions:

A. That the City assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by the City or its respective agents, invitees, or licensees present on or in the vicinity of the Easement and in any way associated with said Encroachment.

B. That the permission granted herein is limited exclusively to the proposed Encroachment within Northern's Easement. Neither the Owners nor the City shall alter the grade or permit such alteration anywhere on the land upon which Northern has reserved its easement rights, without the prior express written consent of Northern.

C. That the Owners and the City shall at all times conduct all its activities on said Easement in such a manner as not to interfere with or impede the operation of Northern's Pipeline Facilities and activities in any manner whatsoever.

D. That the Owners and the City shall not plant any trees or shrubs within the confines of Northern's Easement without the prior express written consent of Northern.

2. The City agrees to indemnify, protect, and hold Northern, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost, or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, arising from or as a result of any incident, act, action, cause of action, negligence, transaction or omission of the City in connection with, or incidental to the construction, operation, presence, maintenance, or use of the said Encroachment within and upon the Easement, or from the operation, maintenance, use or presence of Northern's Pipeline Facilities upon or in the vicinity of the Easement except where such loss, cost, liability, or expense was proximately caused solely by the gross negligence of Northern or its employees.

3. The Owners and the City agree that protection of Northern's Pipeline Facilities will be maintained at all times.

File No.: 06-041
Line & Tract No.: MNB 82002-93

4. Should Northern need to remove any of the City's said Encroachment within its Easement in order to construct, maintain, operate, repair, remove, or resize Northern's existing or additional Pipeline Facilities, the City or its respective assigns shall pay the cost of removing and replacing or reinstalling said Encroachment. In addition, all repair and maintenance work performed by Northern on its existing or additional Pipeline Facilities located on the Owned Premises shall be performed in a reasonable workmanlike manner and Northern shall restore the surface and grade of the Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to the City's said Encroachment or any associated equipment and facilities that exist within the Easement, and in this regard, the City hereby releases Northern, its employees, agents, officers, and directors from any and all liability for any such loss or damage.

5. The Parties hereto understand that this Agreement in no way constitutes a waiver by Northern of its rights to enjoy its Easement unencumbered by the construction of said Encroachment within Northern's Easement.

6. It is expressly agreed to by and between the parties hereto that if the City is in violation of any terms or conditions set forth in this Agreement, the City shall have 30 days to cure or commence reasonable steps to cure any violation of the terms and conditions set forth in the Agreement after receiving written notice from Northern. If the violation of the Agreement is not cured or if the City have not commenced reasonable steps to cure such violation within 30 days, Northern, at its option, may terminate this Agreement upon ten (10) days' notice to the City. In the event of such termination, the City shall immediately remove any and all of said Encroachment which may be situated on the Easement, or if the City fails to remove any and all of said Encroachment, Northern may, at its option, remove said Encroachment at the expense of the City and without any liability whatsoever. It is further agreed that the failure by Northern to exercise such option as to any such violation shall not constitute a waiver of Northern's future right to exercise such option as to the same or any future violation.

7. The provisions of the Easement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, remain in full force and effect and are not affected hereby except to the extent and in the manner set forth above.

8. The Owners and the City agree to indemnify, defend and hold Northern, its parent and affiliated companies, and the directors, officers and employees of any such corporate entities harmless from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees arising from: (1) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the said Encroachment on the Owned Premises described herein, and (2) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, or (iv) adversely affect human health or the environment at or near the Easement.

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties and the benefits of this Agreement shall run with the land.

File No.: 06-041
Line & Tract No.: MNB 82002-93

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

"NORTHERN"

NORTHERN NATURAL GAS COMPANY

By Glen R. Hass
Glen R. Hass
Agent and Attorney-in-Fact

"OWNERS"

KASSON MEADOWS, LLC

By Scott B. Lampland
Scott B. Lampland
President


"CITY"

By Duane Burton
Duane Burton
Mayor

By Randy D. Lenth
Randy D. Lenth
Administrator/Clerk

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)


The foregoing instrument was acknowledged before me this 4th day of August, 2006, by Glen R. Hass, the Agent and Attorney-in-Fact, for Northern Natural Gas Company, a Delaware corporation, on behalf of the corporation.

(SEAL)


Gail L. Spevak
Notary Public
My Commission Expires 6-28-07

STATE OF MINN)
)SS
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this 20 day of July, 2006, by Scott B. Lampland, President, for Kasson Meadows, LLC, a Minnesota corporation, on behalf of the corporation.

(SEAL)


Laurie A. Washburn
Notary Public
My Commission Expires 1/31/11

File No.: 06-041
Line & Tract No.: MNB 82002-93

STATE OF MN)
COUNTY OF DODGE)SS

The foregoing instrument was acknowledged before me this 26th day of July, 2006, by Duane Burton, Mayor of the City of Kasson, Minnesota, on behalf of the City.



Janis Naig
Notary Public
My Commission Expires 1-31-2008

STATE OF MN)
COUNTY OF DODGE)SS

The foregoing instrument was acknowledged before me this 26th day of July, 2006, by Randy D. Lenth, Administrator/Clerk of the City of Kasson, Minnesota, on behalf of the City.



Janis Naig
Notary Public
My Commission Expires 1-31-2008

EXHIBIT "A"
Page 1 of 6
Easement Description

The Northeast Quarter (NE¼) of Section Twenty-Eight (28), Township One Hundred Seven North (T107N) of Range Sixteen West (R16W), EXCEPTING the following two tracts of land:

1. Commencing at the center of Section Twenty-Eight (28) as a starting point, thence running east 2639 feet to the quarter corner of said section, thence running north 866.25 feet to a point, thence running west 2639 feet to a point, thence running south 866.25 feet to place of beginning; and
2. A part of the Northeast Quarter (NE¼) of Section 28, Township 107 North, Range 16 West, described by metes and bounds as follows:

Beginning at a point on the west line of said quarter section which is 866.6 feet north of the southwest corner thereof, thence north along said west line a distance of 370.0 feet, thence east at a deflection angle of 89 degrees, 04 minutes to the right a distance of 210.2 feet, thence south parallel to said west line a distance of 50.0 feet, thence east at right angles to the previous course a distance of 150.0 feet, thence south at right angles a distance of 110.0 feet, thence east at right angles a distance of 80.0 feet, thence south at right angles a distance of 213.0 feet, thence west at right angles a distance of 440.0 feet to the place of beginning. Being subject to rights of way of record.

EXHIBIT "A"
Page 2 of 6
Owned Premises

A parcel of land in the Northeast Quarter of Section 28, Township 107 North, Range 16 West, Dodge County, Minnesota, described as follows:

Commencing at the Center of said Section 28, thence Northerly along the West line of said Northeast Quarter, North 00 degrees 10 minutes 32 seconds West (Note: All bearings in this description are in relationship to the West line of said Northeast Quarter which is assumed to bear North 00 degrees 10 minutes 32 seconds West), 1501.96 feet; thence Easterly, at right angles, North 89 degrees 49 minutes 28 seconds East, 440.00 feet; thence Southerly, at right angles, South 00 degrees 10 minutes 32 seconds East, 297.88 feet; thence Easterly, at right angles, North 89 degrees 49 minutes 28 seconds East, 293.02 feet; thence Southerly, at right angles, South 00 degrees 10 minutes 32 seconds East, 339.94 feet to the Northerly line of the South 866.25 feet of said Northeast Quarter; thence Easterly along said Northerly line, North 89 degrees 59 minutes 24 seconds East, 428.90 feet to the POINT OF BEGINNING; thence continuing along said Northerly line, North 89 degrees 59 minutes 24 seconds East, 242.16 feet to the Westerly line of the East 1224.00 feet of said Northeast Quarter; thence Northerly along said Westerly line, North 00 degrees 08 minutes 17 seconds West, 1775.19 feet to the North line of said Northeast Quarter and the Southerly line of ROLLING HILLS; thence Westerly along said North line, North 89 degrees, 53 minutes 06 seconds West 242.16 feet; thence South 00 degrees 08 minutes 17 seconds East, 1775.72 feet to the POINT OF BEGINNING. Said Parcel contains 9.87 acres, more or less, and is subject to existing easements and restrictions of record.

and

That part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 28, Township 107 North, Range 16 West, Dodge County, Minnesota described as follows: The East 1224.00 feet of the Northeast Quarter (NE $\frac{1}{4}$) of Section 28, Township 107 North, Range 16 West, Dodge County, Minnesota, except the South 866.25 feet thereof, containing 49.84 acres, more or less; LESS that part of the East One-half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 28, Township 107 North, Range 16 West, Dodge County, Minnesota, described as follows: Beginning at the northeast corner of the NE $\frac{1}{4}$ of said Section 28; thence South 00 degrees 07 minutes 08 seconds East, assumed bearing, along the East line of said NE $\frac{1}{4}$, 1772.52 feet to the northeast corner of the South 866.25 feet of said NE $\frac{1}{4}$, thence South 90 degrees 00 minutes 00 seconds West, parallel with the South line of said NE $\frac{1}{4}$, 608.12 feet, thence North 00 degrees 07 minutes 08 seconds West, 352.71 feet; thence North 61 degrees 09 minutes 21 seconds East, 224.52 feet; thence North 00 degrees 07 minutes 08 seconds West, 1312.39 feet to the North line of said NE $\frac{1}{4}$, thence South 89 degrees 52 minutes 32 seconds East, along said North line 411.23 feet to the point of beginning, containing 18.58 acres, more or less.

and

EXHIBIT "A"
Page 3 of 6
Owned Premises

That part of the East One-half of the Northeast Quarter of Section 28, Township 107 North, Range 16 West, Dodge County, Minnesota, City of Kasson described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 28; thence North 89 degrees 46 minutes 32 seconds West, assumed bearing, along the north line of said Northeast Quarter, 411.23 feet; thence South 00 degrees 01 minutes 08 seconds East, parallel with the east line of said Northeast Quarter, 762.41 feet for a point of beginning; thence continue South 00 degrees 01 minutes 08 seconds East, parallel with the east line of said Northeast Quarter, 549.98 feet; thence South 61 degrees 15 minutes 21 seconds West, 224.52 feet; thence South 00 degrees 01 minutes 08 seconds East, 36.71 feet; thence North 89 degrees 54 minutes 00 seconds West, 258.82 feet; thence North 58 degrees 40 minutes 01 seconds West, 418.12 feet to a point being 1224.00 feet west of, as measured at right angles to, the east line of said Northeast Quarter; thence North 37 degrees 16 minutes 17 seconds East, 121.16 feet; thence North 52 degrees 43 minutes 43 seconds West, 43.50 feet; thence North 37 degrees 16 minutes 17 seconds East, 159.20 feet; thence North 36 degrees 31 minutes 20 seconds West, 93.64 feet; thence North 06 degrees 46 minutes 09 seconds West, 95.55 feet; thence South 89 degrees 46 minutes 32 seconds East, 220.62 feet; thence South 00 degrees 13 minutes 28 seconds West, 9.26 feet; thence North 89 degrees 58 minutes 52 seconds East, 200.00 feet; thence North 78 degrees 16 minutes 08 seconds East, 330.77 feet to the point of beginning, containing 10.00 acres, more or less.

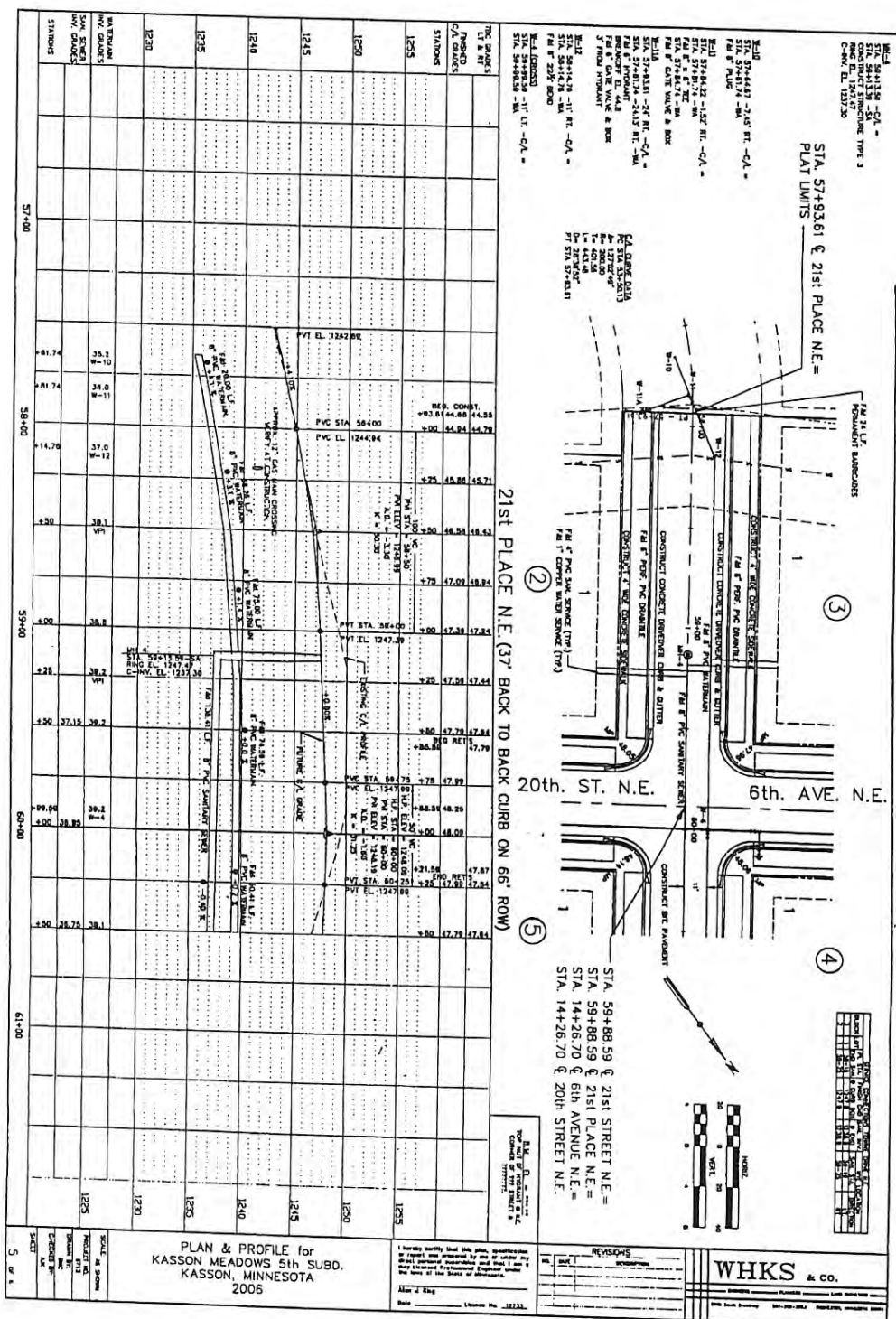
and

That part of the East One-Half of the Northeast Quarter of Section 28, Township 107 North, Range 16 West, Dodge County, Minnesota described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 28; thence North 89 degrees 46 minutes 32 seconds West, assumed bearing, along the north line of said Northeast Quarter, 411.23 feet to a point of beginning; thence South 00 degrees 01 minutes 08 seconds East, 762.41 feet; thence South 78 degrees 16 minutes 08 seconds West, 330.77 feet; thence South 89 degrees 58 minutes 52 seconds West, 200.00 feet; thence North 00 degrees 13 minutes 28 seconds East, 591.77 feet; thence North 89 degrees 46 minutes 32 seconds West, parallel with the north line of said Northeast Quarter, 53.09 feet; thence North 00 degrees 13 minutes 28 seconds East, 240.00 feet to the north line of said Northeast Quarter; thence South 89 degrees 46 minutes 32 seconds East, along said north line, 573.45 feet to the point of beginning, containing 10.00 acres, more or less.

and

That part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 28, Township 107 North, Range 16 West, Dodge County, Minnesota, described as follows: The East 1224.00 feet of the Northeast Quarter (NE $\frac{1}{4}$) of Section 28, Township 107 North, Range 16 West, Dodge County, Minnesota, except the South 866.25 feet thereof, containing 49.84 acres, more or less; LESS that part of the East One-half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 28, Township 107 North, Range 16 West Dodge County, Minnesota, described as follows: Beginning at the northeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 28, thence South 00 degrees 07 minutes 08 seconds East, assumed bearing along the East line of said NE $\frac{1}{4}$, 1772.52 feet to the northeast corner of the South 866.25 feet of said NE $\frac{1}{4}$, thence South 90 degrees 00 minutes 00 seconds West, parallel with the South line of said NE $\frac{1}{4}$, 608.12 feet, thence North 00 degrees 07 minutes 08 seconds West, 352.71 feet, thence North 61 degrees 09 minutes 21 seconds East, 224.52 feet, thence North 00 degrees 07 minutes 08 seconds West, 1312.30 feet to the North line of said NE $\frac{1}{4}$ thence South 89 degrees 52 minutes 32 seconds East along said North line, 411.23 feet to the point of beginning, containing 18.58 acres, more or less.



Jas. A. Rinderknecht, G. W. Peabody and W. E. Small.

Article-V.

The Corporate existence shall begin on the 8th day of April, in the year A. D. 1911/

IN TESTIMONY WHEREOF We have hereunto set our hands and seals at St. Charles Minnesota this 8th day of April, A. D. 1911-

In presence of	:	J. E. Spencer	:	Seal :
Geo. W. Peabody	:	W. E. Walker	:	Seal :
W. E. Small	:	S. F. Clarkson	:	Seal :
State of Minnesota	:			

County of Winona : ss. On this 8th day of April 1911, before me a Notary Public within and for said County, personally appeared John E. Spencer, W. E. Walker and S. F. Clarkson, to me known to be the persons mentioned in and who executed the foregoing Articles of Incorporation, and they severally acknowledged that they executed the same as their free act and deed.

W. E. Spencer, Notary Public
Winona Co., Minn.

Notarial Seal :

My commission expires April 11th, 1917.

Filed April 13th A. D. 1911 at 4 $\frac{1}{2}$ o'clock P. M.

0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0

No. 47971.

CERTIFICATE OF INCORPORATION.

CERTIFICATE OF INCORPORATION OF DIOCESE OF WINONA.

Know all men by these presents, that we, the undersigned, for the purpose of forming a religious corporation under and pursuant to the provisions of Section 3145 of the Revised Laws of the State of Minnesota for 1905, do hereby adopt, sign, and acknowledge in duplicate the following certificate:

First, That the undersigned, Patrick R. Haffron, the Roman Catholic Bishop of the Diocese of Winona, residing at the City of Winona, in the State of Minnesota, for the purposes aforesaid, has associated with him the undersigned Edward H. Devlin, the Roman Catholic Vicar-General of said Diocese, residing at the city of Austin, Minnesota, and the undersigned James Pacholski, the Roman Catholic Chancellor of said Diocese residing at the City of Winona, Minnesota; and for said purposes said Bishop, Vicar-General and Chancellor have selected, designated and associated with them in the formation of such corporation, the undersigned Nicholas Schmitz, residing at the Village of Rollingsstone, Minnesota, in said Diocese, and the undersigned Robert Hughes, residing at the City of Mankato, Minnesota, in said Diocese, both being two members of the Roman Catholic Church.

Second. The name of this corporation shall be "Diocese of Winona" and its principal office for the transaction of business shall be located in the City of Winona, Minnesota.

Third. The location of this corporation, and the territorial limits of its jurisdiction, shall be and include all the following counties situate in the state of Minnesota, namely:-

Exhibit "A"

Cottonwood, Murray, Pipestone, Rock, Nobles, Jackson, Faribault, Martin, Freeborn, Mower, Fillmore, and Houston.

Fourth. The general purpose of this corporation is to take charge of and manage all the temporal affairs of the Roman Catholic Church to the said Diocese belonging or in anywise appertaining; to promote the spiritual, educational and other interests of the Roman Catholic Church in said Diocese, including charitable, benevolent, eleemosynary and missionary work of said church in said Diocese; to establish and maintain churches and cemeteries therein and to establish and conduct schools, seminaries, colleges and any benevolent, charitable, religious or missionary work or society of said Roman Catholic Church within said Diocese; to take hold, and receive all real and personal property and the titles thereto, which may at any time, or in any manner, come to or vest in this corporation for any purpose whatsoever, for the use and benefit of said Diocese and for the use and benefit of the Roman Catholic Church therein, whether by devise, purchase, gift, grant or otherwise and for such use and benefit to mortgage, sell, convey or otherwise dispose of the same or any part thereof, with or without notice, as the necessities or best interests of said corporation in the opinion of the members thereof may require.

All conveyances of real estate by the corporation shall be executed by the President and attested by the secretary and sealed with the corporate seal of this corporation.

Fifth. The officers of this corporation shall be a President, Vice-President, Secretary and Treasurer. The Bishop of the Diocese or person appointed or lawfully acting in his place or stead shall be ex-officio President. All officers shall be members of this corporation.

The offices of Secretary and Treasurer may be held by the same person, and if not so held, the office of Treasurer may be held by the President or Vice-President. All officers, except president shall be elected by a majority vote of all the members of the corporation.

The Treasurer shall execute a bond with sureties to the corporation, conditioned that he will faithfully keep, account for, and turn over all moneys that may come into his hands as such Treasurer and faithfully discharge the duties of his office, which bond shall, before he enters upon his duties, be approved by the President, Vice-President and Secretary by written endorsement to that effect made thereon.

Sixth: This corporation may, by a majority vote of its members contract debts not exceeding in amount, in each instance, the sum of three hundred dollars, but may, by the unanimous vote of the members, contract indebtedness to any amount.

No real estate belonging to the corporation shall be mortgaged, sold, conveyed, encumbered or disposed of, except by the unanimous vote of its members.

Seventh: The members may, at any time, by unanimous vote, adopt all by-laws, and make all regulations necessary or expedient for the management of its affairs in accordance with law, not contrary to the discipline of the Roman Catholic Church or the provisions of this certificate, and may, by like vote, alter, amend or repeal the same.

Such by-laws before taking effect, shall be signed by all the members and recorded by the secretary in a book to be kept for that purpose.

The members of this corporation shall by By-laws provide the times of meeting and the terms of all officers, other than president.

In testimony, whereof we have hereunto set our hands and seals this 18th day of April 1911.

Signed, sealed and delivered	:	Patrick R. Heffron	: Seal :
in presence of	:	Edward H. Devlin	: Seal :
R. A. Randall	:	James Pacholski	: Seal :
F. J. English	:	Nicholas Schmitz	: Seal :
As to Robert Hughes	:	Robert Hughes	: Seal :
Louise Rainerson	:		
A. R. Pfau Jr.	:		

State of Minnesota :

County of Winona : ss. On this 18th day of April, 1911, before me personally appeared Patrick R. Heffron, Edward H. Devlin, and James Pacholski, and on the 20th day of April, 1911, before me personally appeared Nicholas Schmitz, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notarial Seal :

R. A. Randall Notary Public,
Winona County, Minn.

My commission expires Jan. 8, 1912.

State of Minnesota :

County of Blue Earth : ss. On this 19th day of April, 1911, before me personally appeared Robert Hughes, to me known to be the person described in and who executed the foregoing instrument and acknowledged that *he* executed the same as his free act and deed.

Notarial Seal :

Louise Rainerson Notary Public,
Blue Earth Co., Minn.

My commission expires April 14, 1917.

Filed April 20th A. D. 1911 at 3 o'clock P. M.

0-0-0-0-0-0-0-0-0-0-0-0-0-

No. 48053.

CERTIFICATE OF INCORPORATION.

CERTIFICATE OF INCORPORATION.

This is to certify that the undersigned residents of Winona, Minn., hereby associate themselves together and become incorporated under the laws of Minnesota, relating to the incorporation of Social and Charitable Corporations.

Article One.

The name of this corporation shall be "Czech Radecky Society", its location shall be at the city of Winona, Minnesota, and its general purpose shall be the promotion and culture among its members, of social, educational and charitable feelings and acts. The general plan of operation shall be the gathering together of its members at stated intervals, providing reading, and social rooms, and meeting place.

Article Two.

Persons may be admitted to membership by ballot as may be prescribed by by-laws, and the yearly contribution of the members to the Corporation.

Office of County Recorder
Winona County, Minnesota

I hereby certify that the attached is a true and exact
copy of Document No. 47971 ^{Book 1 Inc. Pages 58, 59 & 60} as it appears in the
records of this office.

Witness my signature and the seal of this Office this
13th day of October, 1981.

Robert J. Bambenek
Winona County Recorder
By: *[Signature]*
Deputy

REC. INDEX ☒
RECORDED ☒
TRACT INDEX ☒
COMPARED ☒

54194

COUNTY RECORDER OFFICE
DODGE COUNTY, MINN.

I hereby certify that the within

INSTRUMENT

was filed in this office for record
this 22nd day of Oct.

A.D. 1981 at 10: o'clock A.M.

and was duly recorded in book

48-Misc. page 214

Carole J. Burton

County Recorder

By *Carole J. Baker*

Deputy

#5⁰⁰ PL J.L.B.

Rec # 15344

ZONING ORDINANCE FOR DODGE COUNTY, MINNESOTA

The Zoning Ordinance contained herein has been prepared for content The text is organized in ordinance form, however, it is recommended that the text be referred to the County Attorney for legal review prior to consideration as an Ordinance.

March, 1970

Prepared by:
Midwest Planning and Research, Inc.
Minneapolis, Minnesota

The preparation of this material was financially aided through a Federal Grant from the Department of Housing and Urban Development under the Urban Planning Assistance Program authorized by Section 701 of the Housing Act of 1954, as amended and administered by the Office of Local and Urban Affairs, of the State Planning Agency of Minnesota.

DODGE COUNTY, MINNESOTA

ORDINANCE NUMBER ONE

An ordinance for the purpose of promoting health, safety, order, convenience and general welfare, by regulating the use of land, the location and the use of buildings and the arrangement of buildings on lots, and the density of population, and the division of the county into districts for the orderly future development of the area of Dodge County, Minnesota or parts thereof outside the incorporated limits of the municipalities.

The Dodge County, Minnesota Board of Commissioners ordains:

SECTION 1.0 SHORT TITLE

This Ordinance shall be known, cited and referred to as the Dodge County Zoning Ordinance, except as referred to herein, where it shall be known at this Ordinance.

more restrictive shall prevail.

No structure shall be erected, converted, enlarged, reconstructed or altered, and no structure or land shall be used for any purpose nor in any manner which is not in conformity with the provisions of this Ordinance.

3.3 No cellar, garage, tent, trailer, basement with unfinished structure above, or accessory building shall at any time be used as a dwelling unit. The basement portion of a finished home may be used for normal living, eating and sleeping purposes provided it is properly damp-proofed, has suitable fire protection and exits, and is approved by the Administrator.

3.4 Mobile homes shall be located in an approved mobile home park except as hereinafter provided for in 5.1(1). In no case shall a mobile home over 5 years old be established as a new use.

3.5 Before any house or other structure is moved onto a vacant lot, the Planning Commission shall report to the County Board whether the structure will be compatible with other development in the area. The applicant shall submit photographs taken from two or more angles of the structure to be moved and photographs of the lot on which the structure is to be located together with photographs of adjacent lots and structures. These requirements do not apply to construction sheds, agricultural buildings, or temporary structures to be located on a lot for 18 months or less.

3.6 All dwellings used for human habitation shall be connected to a well and sanitary sewage disposal system and meet the requirements of the Minnesota Department of Health.

3.7 Non-Conforming Uses and Structures

3.7(1) Any non-conforming use existing on the date of this Ordinance other than a use specified in 3.6(2) and 3.6(3) may be continued until its normal expiration except that any non-conforming use of building may not be: 3.7(1)a Changed to another non-conforming use;

3.7(1)b Re-established after discontinuance for 6 months;

3.7(1)c Rebuilt after damage exceeding 50 percent of its market value as determined by the County Assessor.

3.7(2) No junk yard or auto reduction yard may continue as a non-

conforming use for more than one year after the effective date of this Ordinance, except that it may continue as a conditional use in an industrial or agricultural district if within that period it is completely enclosed within a building or within a continuous solid fence, not less than 8 feet high so as to screen completely the operations of the junk yard. Plans of such building or fence shall be reviewed by the Planning Commission and approved by the County Board before it is erected.

3.7(3) No outdoor advertising structure may continue as a non-conforming use for more than 18 months after the effective date of this Ordinance.

3.7(4) Any structure which will, under this Ordinance, become non-conforming but for which a building permit has been lawfully granted prior to the effective date of this Ordinance and continues to completion within one year, after the effective date of this Ordinance, shall be a non-conforming structure.

3.7(5) Normal maintenance of a building or other structure containing or related to a lawful non-conforming use is permitted, including necessary non-structural repairs and incidental alterations which do not extend or intensify the non-conforming use.

3.8 Existing Farming Operations 3.8(1) All farm operations currently in existence will be permitted to continue operation subject to the following conditions:

3.8(1)a New buildings in which farm animals are kept shall be a distance of 60 feet or more from any residential lot.

3.8(1)b Limited sales of products produced may be conducted on the premises from a roadside stand but such stand shall not exceed 12 feet in height or 500 square feet in floor area.

3.8(1)c The County Board shall require any farm operation to secure a Conditional Use Permit to continue if the operation is so intensive as to constitute a feed lot or an industrial type use or retail trade.

3.9 Miscellaneous Rules

3.9(1) The conveyance of land by metes and bounds shall be prohibited when said parcel is 10 acres or less in size.

3.9(2) All subdivisions shall conform to the adopted Official Map and be in harmony with the Com-

prehensive Plan.

3.9(3) All international, federal, state, county and other official monuments, benchmarks, triangulation points, and stations shall be preserved in their precise locations; and it shall be the responsibility of the applicant to insure that these markers are maintained in good condition during the following construction and development. All section, 1/4 section and 1/16 section corners shall be duly described and tied.

3.9(4) The Planning Commission shall establish the natural features which add value to all developments and to the county, such as trees, or groves, water courses and falls, beaches, historic sites, vistas and similar irreplaceable assets. No tree with a diameter of 8 inches or more as measured 3 feet above the base of the trunk shall be removed unless such tree is within the right-of-way of a street as shown on the Final Plat. Removal of trees shall be subject to the approval of the Planning Commission.

SECTION 4.0 DEFINITIONS

For the purpose of these regulations, the following terms, phrases, words, and their definitions shall have the meaning given in this section. When inconsistent with the context, words used in the present tense shall include the future tense; words in the singular number shall include the plural and words in the plural shall include the singular. The masculine gender includes the feminine and neuter genders.

4.0(1) Administrator: The duly appointed person charged with enforcement of this Ordinance.

4.0(2) Agricultural, Rural: An area of more than 10 contiguous acres which is used for the production of crops, their storage or for the raising of farm animals.

4.0(3) Agricultural, Urban: An area of 10 or less contiguous acres which is used for growing produce intended solely for the use of residents on the property

4.0(4) Airport or Heliport: Any land or structure which is used or intended for use, for the landing and take-off of aircraft, and any appurtenant land or structure used or intended for use for port buildings or other port structures or rights-of-way.

4.0(5) Airport Elevation: The established elevation of the highest point on the usable landing area.

4.0(6) Airport Hazard: A structure, tree, or use of land which obstructs the airspace required for, or is otherwise hazardous to, the flight of aircraft in landing or taking off at the airport.

4.0(7) Airport Reference Point: The point established as the approximate geographic center of the airport landing area and so designated.

4.0(8)a Animals, Food: Fish, fowl, cattle, swine, sheep and others raised for purposes of food consumption.

4.0(8)b Animals, Fur: Animals raised for its pelt.

4.0(8)c Animals, Pleasure: Dogs, cats, horses, birds.

4.0(9) Apartment: A room or suite of rooms with full housekeeping facilities which is rented on a monthly basis.

4.0(10) Attorney: The person licensed by the state to practice law who has been engaged by the County Board.

4.0(11) Automobile Repair, Major: General repair, rebuilding or reconditioning of engines, motor vehicles or trailers, including body work, framework, welding and major painting service.

4.0(12) Automobile Repair, Minor: The replacement of any part or repair of any part which does not require the removal of the engine head or pan, engine, transmission or differential; incidental body and fender work, minor painting and upholstery service when said service above stated is applied to passenger automobiles and trucks not in excess of 7,000 pounds gross vehicle weight.

4.0(13) Basement: A portion of a building located partly underground. A basement shall be counted as a story if it has 1/2 or more of its height above the highest level of the adjoining ground and/or it is intended to be used for dwelling or business purposes.

4.0(14) Block: An area of land within a subdivision that is entirely bounded by streets or a combination of streets, exterior boundary lines of the subdivision and/or bodies of water.

4.0(15) Boulevard: That portion of a street right-of-way between the curb or curb line and the property line.

4.0(16) Building: Any structure

having a roof which may provide shelter or enclosure of persons, animals or chattel. When said structure is divided by party walls without openings, each portion of such building so separated shall be deemed a separate building.	in any use district.	passage of light and air.	Board of County Commissioners.	thereof.	tensive influences beyond the lot on which the use is located.
4.0(17) Building Height: The vertical distance from the average elevation of the adjoining ground level to the top of the highest point of the structure.	4.0(27) Dwelling: A room or group of rooms providing complete living facilities for one household.	3.0(38) Final Plat: A drawing, in final form, showing a proposed subdivision containing all information and detail required by state statutes and by this Ordinance to be presented to the County Board for approval, and which, if approved, may be duly filed with the County Register of Deeds.	4.0(49) Home Occupation: A gainful occupation when engaged in by person or persons residing in the dwelling and which is not noticeable nor dangerous to the surrounding properties.	4.0(59) Lot, Butt: A lot located on the end of a block, excluding corner lots.	4.0(72) Manufacturing-Light: All uses which include the compounding, processing, packaging, treatment or assembly of products and materials provided such use will not generate objectionable influences that extend beyond the lot on which the use is located.
4.0(18) Business: Any occupation, employment or enterprise wherein merchandise is exhibited or sold, or which occupies time, attention, labor and materials, or where services are offered for compensation.	4.0(28) Dwelling - Attached: A structure having dwelling units joined by one or more party walls.	4.0(39) Flood: A temporary rise in stream flow or stage that results in water overtopping its banks and inundating areas adjacent to the channel.	4.0(50) Hotel: A building having provision for 9 or more guests in which lodging is provided with or without meals for compensation and which is open to transient or permanent guests and where no provision is made for cooking in any guest room, and in which ingress and egress to and from all rooms is made through an inside lobby.	4.0(60) Lot, Corner: A lot situated at the junction of and abutting on two or more intersecting streets, or a lot at the point of deflection in alignment of a continuous street, the interior angle of which does not exceed 135 degrees.	4.0(73) May: Means permissive.
4.0(19) Cellar: A portion of a building located partly underground and having more than 1/2 of the floor to ceiling height below the average grade of the adjoining ground.	4.0(29) Dwelling - Detached: A dwelling unit having open space on all four sides.	4.0(40) Flood Plain: The land adjacent to a body of water which has been or may be hereafter covered by flood water.	4.0(51) House Trailer: Any trailer or semi-trailer not used as a residence but is used for temporary living quarters for recreational or vacation activities and one that is towed on public roads in connection with such use.	4.0(61) Lot, Interior: A lot other than a corner lot, including through lots.	4.0(74) Mean Flow Level: The average flow elevation of a stream river computed as the mid-point, between extreme low and extreme high water.
4.0(20) Channel: A natural or artificial watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water.	4.0(30) Dwelling - Multiple: A building having two or more dwelling units.	4.0(41) Floodway: The channel of a stream and those portions of the flood plain adjoining the channel that are required to carry and discharge the flood water or flood flows of any river or stream.	4.0(52) Instrument Runway: A runway equipped with air navigation facilities suitable to permit the landing of aircraft by an instrument approach under restricted visibility conditions.	4.0(62) Lot, Through: Any lot other than a corner lot which abuts more than one street.	4.0(75) Mining: The extraction of sand, gravel, rock, soil, or other material from the land in the amount of 400 cubic yards or more and the removal thereof from the site. The only exclusion from this definition should be removal of minerals associated with the nominal construction of a building.
4.0(21) Channel Flow: Water which is flowing within the limits of a defined channel.	4.0(31) Dwelling - Townhouse: A dwelling unit having one or more walls in common with another oriented so as to have direct access outside.	4.0(42) Flood Proofing: A combination of structural provisions, changes or adjustments to properties and structures subject to flooding, primarily for the reduction or elimination of flood damages to properties, water and sanitary facilities, structures, and contents of buildings in a flood hazard area.	4.0(53) Junk Yard: An area where used, waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled or handled, including, but not limited to scrap iron, and other metals, paper, rags, rubber products, bottles, and used building materials. Storage of material in conjunction with construction or a manufacturing process shall not be included. Such use shall not include garbage.	4.0(63) Lot Area: The area of a lot on a horizontal plane bounded by the lot lines.	4.0(76) Mobile Home: Any structure designed, constructed, and equipped for use as a human dwelling place, living abode, or living quarters built to meet the requirements of the United States of America Standard Institute Code A119.1 except travel and camp trailers.
4.0(22) Church: A building, together with its accessory buildings and uses, where persons regularly assemble for religious worship and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship.	4.0(32) Easement: Authorization by a property owner for the use by another, and for a specified purpose, of any designated part of his property.	4.0(43) Floor Area: The sum of the gross horizontal areas of the several floors of the building measured from the exterior faces of the exterior walls, or from the center line of walls separating two buildings and shall include basement floor area except for porches, balconies, breezeways, and attic areas having a head room of less than 7'6".	4.0(54) Kennel, Animal: A Place where 3 or more of any single type of domestic animal, over 4 months of age, are owned, boarded, bred or offered for sale.	4.0(64) Lot Line: A lot line is the property line bounding a lot except that where any portion of a lot extends into the public right-of-way or a proposed public right-of-way, the line of such public right-of-way shall be the lot line.	4.0(77) Mobile Home Park: Any site, lot, field or tract of land upon which two or more occupied mobile homes are harbored, either free of charge or for revenue purposes, and shall include any building, structure, tent, vehicle or enclosure used or intended for use as part of the equipment of such mobile home park.
4.0(23) Club or Lodge: A club or lodge is a non-profit association of persons who are bona fide members paying annual dues, use of premises being restricted to members and their guests.	4.0(33) Encroachment Lines: Are limits of obstruction to flood flows. These lines are generally parallel to the stream. The lines are established by assuming that the area landward (outside) of the encroachment lines will be ultimately developed in such a way that it will not be available to convey flood flows. The stream channel and adjoining flood plains between these lines will be maintained as open space and will be adequate to convey a flood without adversely increasing flood heights.	4.0(44) Floor Area Ratio: The numerical value obtained through dividing the floor area of a building or buildings by the lot area on which such building or buildings are located.	4.0(55) Landing Area: The area of the airport used for the landing, taking off or taxing of aircraft.	4.0(65) Lot Depth: The mean horizontal distance between the front lot line and the rear lot line.	4.0(78) Motor Courts, Motor Hotel, or Motel: A building or group of buildings other than a hotel used primarily as a temporary residence.
4.0(24) Commercial Recreation: Bowling alley, cart track, jump center, golf, pool hall, vehicle racing or amusement, dance hall, skating, tavern, theater, firearms range, and similar uses.	4.0(34) Engineer: The professional engineer engaged by the County Board.	4.0(45) Garage-Private: An accessory building or portion of the principal building, which is used for storing vehicles not in excess of 7,000 pounds gross vehicle weight.	4.0(56) Landscaping: Plantings such as trees, grass, and shrubs.	4.0(66) Lot Line, Front: That boundary of a lot which abuts an existing or dedicated public street, and in the case of a corner lot it shall be the shortest dimension on a public street except that a corner lot in a non-residential area shall be deemed to have frontage on both streets.	4.0(79) Motor Freight Terminal: A building or area in which freight brought by motor truck is transferred, and/or stored for movement.
4.0(25) Comprehensive Plan: Unless otherwise stated, it is the general plan for land use, transportation, and community facilities prepared and maintained by the Planning Commission.	4.0(35) Essential Services: Underground or overhead gas, electrical, steam or water transmission or distribution systems; collection, communication, supply or disposal systems including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants or other similar equipment and accessories in conjunction therewith; but not including buildings.	4.0(46) Garage-Public: A building or portion of a building used for the storage of vehicles for remuneration.	4.0(57) Licensed Engineer: A person licensed as a professional engineer by the State of Minnesota.	4.0(67) Lot Line, Rear: That boundary of a lot which is opposite the front lot line. If the rear lot line is less than 10 feet in length or if the lot forms a point at the rear, the rear lot line shall be a line 10 feet in length within the lot, parallel to the front lot line.	4.0(80) Motor Fuel Station: A retail place of business engaged primarily in the sale of motor fuels, but also may be engaged in supplying goods and services generally associated with the operation and maintenance of motor vehicles. These may include sale of petroleum products, sale and servicing of tires, batteries, automotive accessories, and replacement items, washing and lubrication services; and the per-
4.0(26) Conditional Use Permit: A permit specially and individually granted for a conditional use permitted	4.0(36) Family: An individual, or two or more persons each related by blood, marriage, or adoption living together as a single housekeeping unit, or a group of not more than 4 persons not so related, maintaining a common household.	4.0(47) Garage-Repair: A building or space for the maintenance of vehicles but not including auto wrecking or junk yards.	4.0(58) Lot: A parcel, piece, or portion of land designated by metes and bounds, registered land survey, auditors plat, or other means and separated from other parcels or portions by said description for the purpose of sale, lease, or separation	4.0(68) Lot Line, Side: Any boundary of a lot which is not a front lot line or a rear lot line.	

<p>said lot is at least sixty (60) per cent of the required size.</p> <p>5.0(6)c In areas not served by public water and sewer systems, all on-site facilities shall be required to have properly designed and laid out field systems. The size, design and location of such systems shall be based upon the adopted standards of the county and the percolation rate established by trained personnel.</p> <p>5.0(6)d Where a proposed plat is submitted incorporating an extensive park area as an integral part of the subdivision, minimum lot area, frontage and width requirements for the district in which the plat is located may be reduced subject to conditions and approval of plans by the County Board. Land area taken from individual lots to create the park must be over and above the percent of total land area required for park purposes under the subdivision regulations.</p> <p>5.0(6)e Single family homes may be excluded from lot area and setback requirements provided a Conditional Use Permit is issued under terms of a "planned development". Density zoning shall be interpreted to mean the permission of reduced lot area standards under conditions whereby the number of dwelling units permitted is not greater than permitted by the application of the regular provision of the district but with all land excluded from the lot area requirements added onto public open space.</p> <p>5.0(6)f Public right-of-ways are not a part of the buildable lot area and therefore shall not be included as part of the minimum lot area required.</p> <p>5.0(7) Yard Requirements</p> <p>Yard requirements are set forth under each zoning district. In addition, the following requirements shall be complied with:</p> <p>5.0(7)a No required yard or other open space allocated to a building or dwelling group shall be used to satisfy yard, other open space, or minimum lot area requirements for any other building.</p> <p>5.0(7)b On a corner lot, nothing shall be placed or allowed to grow in such a manner as to impede vision between a height of 2½ and 10 feet above the intersecting right-of-way lines nor within 50 feet of the intersecting right-of-way lines.</p> <p>5.0(7)c In no event shall off-street</p>	<p>required front yard on each street.</p> <p>5.0(8) Building Bulk Limitations</p> <p>In all residences except mobile homes, the gross floor area in square feet developed on a lot shall not be less than 960 square feet.</p> <p>5.0(9) Height Requirements</p> <p>All structures and buildings are subject to the requirements specified for each zone and are also subject to the following:</p> <p>5.0(10) Transmission and Pipelines</p> <p>All pipelines, electrical transmission lines over 30KV and underground telephone and electrical lines shall require a Conditional Use Permit in all zoning districts.</p> <p>5.1 Agricultural District "A"</p> <p>5.1(1) Permitted Uses</p> <p>Farm residence; 1 mobile home existing per farmstead to be located with the farmstead on no less than 3 acres; general farming and related buildings, horticulture, field crops; dairying; livestock raising; wildlife, forest and wetland management; apiaries and home occupations.</p> <p>5.1(2) Conditional Uses</p> <p>5.1(2)a Private, public and semi-public clubs; tourist camps or campgrounds; mobile home parks; seasonal dwellings; single-family non-farm residences.</p> <p>5.1(2)b Commercial feed lots; livestock sales yards; livestock experimentation; small animal and restricted livestock farming; kennels; animal hospitals; intensive poultry farming; and greenhouses.</p> <p>5.1(2)c Processing and packaging of agricultural products, including livestock; cold-storage plants, slaughteries; stockyards; rendering plants; fertilizer plants, pea viners; bulk liquid storage; warehousing; forest industries; open storage yards, filling holes, pits, quarries; manufacturing and processing of natural resources indigenous to the county; auto reduction and junk yards; storage garages.</p> <p>5.1(2)d Motor fuel stations and commercial repair garages, home occupations; restaurants and refreshment stands; retail stores; personal service shops; stand for sale of agricultural products; commercial and non-commercial recreational facilities; artificial lakes; dams and reservoirs; outdoor advertisement.</p>	<p>5.1(3) Lot Size Requirements</p> <p>Minimum Lot Size: 3 acres</p> <p>Minimum Lot Width: 200 feet</p> <p>5.1(4) Yard Requirements</p> <p>Front yard setback: 110 feet from centerline of public road or 50 feet from the right-of-way line, whichever is more.</p> <p>Side yards: 80 feet or 110 feet from centerline of a public road, or 50 feet from the right-of-way line, whichever is more, if a corner lot.</p> <p>5.1(5) Building Height Limitations</p> <p>Residence: Two stories or 25 feet, whichever is greater.</p> <p>5.2 Flood Plain Districts "FP"</p> <p>5.2(1) Floodway FP-1</p> <p>This overlying district shall include the channel of a stream or river and those portions of the flood plain adjoining the channel which have an elevation of 10 feet or less above the mean flow level of the stream as established by the County Engineer.</p> <p>5.2(1)a Permitted Uses</p> <p>Only open uses of land are permitted. Such open uses shall not include: on-site sewage disposal facilities unless municipal systems approved by the Minnesota Pollution Control Agency; storage of buoyant, flammable, and explosive materials; dumps and filling operations; farm cultivation within 150 feet of the upland edge of the mean flow level; feed lots; roadways which would impede the flood flow; wells which directly down draw the stream or river; and storage of materials, chemical, etc. which may be harmful to human, animal or plant life.</p> <p>5.2(1)b Conditional Uses</p> <p>Seasonal dwelling and campgrounds within 150 feet of the upland edge of the mean flow level of the stream or river if the building site for the structure is 6 feet above the mean flow level and constructed in a flood proofed manner.</p> <p>5.2(2) Flood Plain FP-2</p> <p>This overlying district shall include the areas either side of a stream or river which have an elevation of between 10 and 20 feet above the mean flow level of the stream or river as established by the County Engineer and are contiguous to the floodway as defined in this Ordinance.</p> <p>5.2(2)a Permitted Uses</p> <p>All uses permitted in the underlying</p>	<p>district except the bulk storage of flammable, explosive, or chemical materials which could be injurious to human, animal, or plant life.</p> <p>5.2(2)b Conditional Uses</p> <p>All uses listed as conditional uses in the underlying district except the bulk storage of flammable, explosive or chemical materials which could be injurious to human, animal, or plant life.</p> <p>5.3 Shoreline Districts "SL"</p> <p>This district includes all land surrounding a body of open water 10 acres or larger in size or land along streams and rivers and shall extend for a distance of 1,000 feet upland from the mean flow level as determined by the County Engineer. All uses listed as permitted or conditional in the underlying district may be permitted subject to Section 5.2 of this Ordinance and the following requirements:</p> <p>5.3(1) No seasonal or permanent dwelling unit or building used or proposed for use for business purposes shall be allowed within 150 feet of the high water line nor shall such structure be constructed on stabilized ground with an elevation of less than 6 feet above the high water line.</p> <p>5.3(2) No portable dwelling unit within a campground designed for travel trailers, pickup campers, or similar vehicles shall be allowed within 150 feet of the mean flow level nor shall such vehicle sites have an elevation of less than 4 feet above the mean flow level to the bottom of the vehicle tires.</p> <p>5.3(3) The filling of swamps and marshes bordering an open body of water as defined in this section shall be prohibited.</p> <p>5.3(4) No building used or proposed for use for industrial purposes shall be allowed within 200 feet of the high water line nor shall such structure be constructed on stabilized ground with an elevation of less than 8 feet above the high water line.</p> <p>5.3(5) No parking area for one or more motor vehicles shall be permitted within 100 feet of the mean flow level nor shall such parking area be constructed on stabilized ground with an elevation of less than 3 feet above the mean flow level.</p> <p>5.3(6) Sanitary land fills and dumps shall be prohibited.</p> <p>5.3(7) Shallow and deep sewage</p>	<p>absorption systems shall be prohibited within 200 feet of the high water line.</p> <p>5.3(8) Seepage pits and shallow wells shall be prohibited.</p> <p>5.3(9) Storage of flammable, explosive, or other chemical materials which may be harmful to human, animal, or plant life shall be prohibited within 660 feet of the high water line.</p> <p>5.3(10) Livestock, feed lots and intensive poultry farming shall be prohibited within 660 feet of the high water line, or in those areas where surface runoff could carry these materials into the body of water adjacent thereto.</p> <p>5.3(11) Farm cultivation shall be prohibited within 150 feet of the mean flow level.</p> <p>5.3(12) A strip 30 feet wide shall be maintained in a natural condition along the upland side of the mean flow level.</p> <p>5.3(13) Commercial docks and marinas shall require a conditional use permit.</p> <p>5.3(14) Drainfields for a septic tank system shall be so situated as to drain away from the adjacent body of water. In situations where conditions of soil or topography preclude this possibility, any proposal for a septic tank shall be accompanied by a report from a Registered Professional Engineer. This report shall include, but not be limited to, a discussion of the factors requiring orientation of the drainfield toward the water body, percolation tests and an analysis of the degree to which effluent from the drainfield may reach the water body and the possibility of water pollution. Failure to submit this report where required, will constitute grounds for denial of the septic tank permit.</p> <p>5.4(1) Conservation District "C"</p> <p>The Conservation District established to preserve and perpetuate in an open state, certain areas, such as wetlands, marshes, woodlands and other areas of aesthetic and scenic value which, because of their physical features, are desirable as water retention areas, natural habitat for plant and animal life, green space or other uses beneficial to the county.</p> <p>5.4(1)a Permitted Uses</p> <p>Harvesting of wild crops (marsh hay, ferns, moss berries, tree fruit and seeds), hunting, fishing and trapping; wildlife, fish, and forest management;</p>
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<p>public recreation such as hiking.</p> <p>5.4(1)b Conditional Uses</p> <p>Farm residences; one mobile home when associated with a farm operation; single-family non-farm residence; general farming and related buildings; horticulture; field crops; dairying; non-publicly owned recreational facilities; accessory buildings.</p> <p>5.4(2)c Lot Size Requirements</p> <p>Minimum Lot Area: 3 acres</p> <p>Minimum Lot Width: 200 feet</p> <p>5.4(2)d Yard Requirements</p> <p>Front yard setback: 110 feet from centerline of public road or 50 feet from the right-of-way line, whichever is more.</p> <p>Side yards: 80 feet or 110 feet corner lot measured from centerline of a public road.</p> <p>Rear yard: 100 feet</p> <p>5.4(2)e Building Height Limitations</p> <p>Residences: Two stories or 25 feet whichever is greater.</p> <p>5.5 Airport Zones</p> <p>5.5(1) Height Limitations</p> <p>Except as otherwise provided in this Ordinance, no structure or tree shall be erected, altered, allowed to grow, or maintained in any zone created by this Ordinance to a height in excess of the height limit herein established for such zone.</p> <p>When an area is covered by more than one height limitation, the more restrictive limitations shall prevail.</p> <p>5.5(2) Use Restrictions</p> <p>Notwithstanding any other provisions of this Ordinance, no use may be made of land within any zone established by this Ordinance in such manner as to create electrical interference with radio communication between the airport and aircraft, make it difficult for flyers to distinguish between airport lights and others, result in glare in the eyes of flyers using the airport, impair visibility, in the vicinity of the airport, or otherwise endanger the landing, taking off, or maneuvering of aircraft.</p> <p>5.5(3) Non-Instrument Approach</p> <p>Zone AZ-1</p> <p>5.5(3)a A non-instrument approach zone is established at each end of all non-instrument runways for non-instrument landings and takeoffs. The non-instrument approach zone shall have a width of 400 feet at a distance</p>	<p>of 10,200 feet beyond each end of the runway, its centerline being the continuation of the centerline of the runway.</p> <p>5.5(3)b Height Limitations</p> <p>One foot in height for each 40 feet in horizontal distance beginning at a point 200 feet from and at the centerline elevation of the end of the non-instrument runway and extending to a point 10,200 feet from the end of the runway.</p> <p>5.5(4) Horizontal Zone AZ-2</p> <p>5.5(4)a A horizontal zone is hereby established as the area within a circle with its center at the Airport Reference Point and having a radius of 11,500 feet. The horizontal zone does not include the instrument and non-instrument approach zones and the transition zones.</p> <p>5.5(4)b Height Limitations</p> <p>150 feet above the airport elevation.</p> <p>5.5(5) Transition Zone AZ-3</p> <p>5.5(5)a Transition zones are hereby established adjacent to each instrument and non-instrument runway and approach zone as indicated on the zoning map. Transition zones symmetrically located on either side of runways have variable widths as shown on the zoning map. Transition zones extend outward from a line 200 feet on either side of the centerline of the non-instrument runway, for the length of such runway plus 200 feet on each end; and 500 feet on either side of the centerline of the instrument runway for the length of such runway plus 200 feet on each end, and are parallel and level with such runway centerlines. Further, transition zones are established adjacent to both instrument and non-instrument approach zones for the entire length of the approach zones. These transition zones have variable widths, as shown on the zoning map. Such transition zones flare symmetrically with either side of the runway approach zones from the base of such zones and slope upward and outward.</p> <p>5.5(5)b Height Limitations</p> <p>One foot in height for each 7 feet in horizontal distance beginning at any point 200 feet normal to and at the elevation of the centerline of non-instrument runways, extending 200 feet beyond each end thereof, and 500 feet normal to and at the elevation of the centerline of the instrument runway,</p>	<p>extending 200 feet beyond each end thereof, extending to a height of 150 feet above the airport elevation. In addition to the foregoing, there are established height limits of one foot vertical height for each 7 feet horizontal distance measured from the edges of all approach zones for the entire length of the approach zones and extending upward and outward to the points where they intersect the horizontal or conical surfaces. Further, where the instrument approach zone projects through and beyond the conical zone, a height limit of one foot for each 7 feet of horizontal distance shall be maintained beginning at the edge of the instrument approach zone and extending a distance of 5,000 feet from the edge of the instrument approach zone measured normal to the centerline of the runway extended.</p> <p>5.5(6) Conical Zone AZ-4</p> <p>5.5(6)a A conical zone is hereby established as the area that commences at the periphery of the horizontal zone and extends outward therefrom a distance of 7,000 feet. The conical zone does not include the instrument approach zones and transition zones.</p> <p>5.5(6)b Height Limitations</p> <p>One foot in height for each 20 feet of horizontal distance beginning at the periphery of the horizontal zone, extending to a height of 500 feet above the airport elevation.</p> <p>5.5(7) Instrument Approach Zone AZ-5</p> <p>5.5(7)a An Instrument Approach Zone is established at each end of a runway for instrument landings and takeoffs. It shall have a width of 1,000 feet at a distance of 200 feet beyond each end of the runway, widening 16,000 feet at a distance of 50,200 feet beyond each end of the runway. Its centerline being the continuation of the centerline of the runway.</p> <p>5.5(7)b Height Limitations</p> <p>One foot in height for each 50 feet in horizontal distance beginning at a point 200 feet from and at the centerline elevation of the end of the instrument runway and extending to a distance of 10,200 feet from the end of the runway; thence one foot in height for each 40 feet in horizontal distance to a point 50,200 feet from the end of the runway.</p>	<p>as otherwise regulated herein. Boats and house trailers, less than 20 feet in length, are permissible if stored in the rear yard not less than 10 feet distant from any property line. Existing uses shall comply with this provision within 12 months of the effective date of this Ordinance.</p> <p>6.2(2) Bulk Storage (liquid)</p> <p>6.2(2)a All uses associated with the bulk storage of oil, gasoline, liquid fertilizer, chemicals and similar liquids shall comply with the requirements of the Minnesota State Fire Marshall's and Minnesota Department of Agriculture offices and have documents from those offices stating that the use is in compliance.</p> <p>6.2(2)b All existing, above ground liquid storage tanks having a capacity in excess of 2,000 gallons shall comply with the requirements of Minnesota State Fire Marshall's office within 12 months following enactment of this Ordinance.</p> <p>6.3 Visual Standards</p> <p>6.3(1) Screening</p> <p>6.3(1)a Where any business or industrial use is adjacent to property zoned or developed for residential use, that business or industry shall provide screening along the boundary of the residential property. Screening shall also be provided where a business or industry is across the street from a residential zone, but not on that side of the front as determined by the Zoning Administrator. The screening required herein shall consist of a solid fence or wall at least 50 percent opaque not less than 5 feet nor more than 6 feet in height but shall not extend within 15 feet of any street or driveway opening onto a street. The screening shall be placed along the property lines or in case of screening along a street, 15 feet from the street right-of-way with landscaping, between the screening and the pavement.</p> <p>6.3(2) Fencing</p> <p>6.3(2)a Residential fences</p> <p>6.3(2)a i. Fences may be located on any lot line to a height of 3½ feet and a fence up to 6 feet in height may be erected behind the nearest rear corner of the principal building.</p> <p>6.3(2)a ii. Should the rear lot line be common with the side lot line of an abutting lot, that portion of the rear lot line equal to the required front yard of</p>	<p>the abutting lot shall not be fenced to a height of more than 3½ feet.</p> <p>6.3(2)b Business and Industrial Fences</p> <p>6.3(2)b i. Fences may be located on a lot line to a height of 4 feet.</p> <p>6.3(2)b ii. Fences over 4 feet in height and with a security arm for barbed wire, shall require a Conditional Use Permit.</p> <p>6.4 Drainage Standards</p> <p>No land shall be developed or use shall be permitted that results in water run-off causing flooding, or erosion on adjacent properties. Such run-off shall be properly channeled into a storm drain, water course, ponding area or other suitable facility.</p> <p>6.5 Traffic Standards</p> <p>6.5(1) Traffic Control</p> <p>The traffic generated by any use shall be channeled and controlled in a manner that will avoid congestion on public streets, safety hazards, or excessive traffic through residential areas.</p> <p>6.5(2) Access Driveways</p> <p>6.5(2)a The distance from a driveway to the intersection of two streets shall not be less than 20 feet measured along the street curb line from the point of intersection of the property line extended and the curb line to the point of tangency of the curb return of the driveway with the street curb line, provided, however, that if, in the opinion of the Engineer, present or future traffic conditions warrant greater distances, such greater distances shall be required subject to approval by the County Board. The distance from a driveway to the intersection of 2 thoroughfares shall be no less than 100 feet as measured in the same manner.</p> <p>6.5(2)b The minimum distance between driveways shall be 25 feet measured from the point of tangency of the street curb line with the curb return of the driveway; provided however, that if, in the opinion of the Engineer, present or future traffic conditions warrant greater distances, such greater distances shall be required subject to approval by the county board.</p> <p>6.5(2)c The driveway angle to the street shall be 90 degrees unless otherwise recommended by the Engineer and approved by the County Board.</p>
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6.5(2)d The distance from a driveway to the property line of an adjacent property shall not be less than 5 feet measured along the street curb line between the point of intersection of the street curb line with the property line extended and the point of tangency of the street curb line with the curb return of the driveway unless otherwise recommended by the Engineer and approved by the County Board.	intermittent or rotating beam of rays of light shall be prohibited. 7.1(1)c For the purpose of selling, renting or leasing a single parcel, a sign not in excess of 25 square feet per surface may be placed within the front yard. 7.1(1)d For the purpose of selling or promoting a residential project, commercial area, or an industrial area, one sign not to exceed 240 feet of surface may be erected upon the project site. 7.1(1)e No sign shall, by reason of position, shape or color interfere in any way with the proper functioning or purpose of a traffic sign or signal. 7.1(1)f Except with industry, signs shall not be painted directly on the outside wall of a building. 7.1(1)g Signs shall not be painted on fences, rocks, or similar structures or features nor shall paper or similar signs be attached directly to a building wall by an adhesive or similar means. 7.1(1)h There shall be no more than one temporary sign on any lot, and such sign shall not exceed 25 square feet in size. 7.1(1)i Election signs are permitted provided such signs are removed within 10 days following the election as related to the sign. No election sign shall be permitted more than 1 month preceding the election the sign relates to. 7.1(1)j No sign in excess of 3 square feet shall be less than 500 feet from the intersection of 2 or more public roads or less than 500 feet from the intersection of a public road and a railroad. 7.1(1)k No sign shall be less than 10 feet from a public right-of-way line. 7.1(2) Signs permitted with Residences 7.1(2)a One nameplate sign for each dwelling not to exceed 2 square feet in area per surface, and no sign shall be so constructed as to have more than 2 surfaces. 7.1(2)b One nameplate sign for each dwelling group of 6 or more units. Such sign not to exceed 6 square feet in area per surface and no sign shall be so constructed as to have more than 2 surfaces. 7.1(2)c One nameplate sign for each permitted non-residential use or use by conditional permit. Such signs shall not exceed 12 square feet in area	per surface and no sign shall be so constructed as to have more than 2 surfaces. 7.1(2)d Symbols, statues, sculptures and integrated architectural features on buildings may be illuminated by flood lights provided the source of light is not visible from a public right-of-way or adjacent property. 7.1(2)e Any sign over one-half square foot shall be setback at least 10 feet from any property line. No sign shall exceed 10 feet in height above the average grade level. Signs may be illuminated but such lighting shall be diffused or indirect and not illuminated beyond any lot line. 7.1(3) Signs Permitted with Businesses 7.1(3)a The aggregate square footage of sign space per lot shall not exceed the sum of one square foot for each front foot of lot, or 160 square feet, whichever is less. 7.1(3)b No sign shall extend in height more than 6 feet above the highest outside wall or parapet of any principal building except that one identification sign in a commercial area of 3 or more outlets may extend 30 feet above the highest roof provided that such sign is not closer than 30 feet from any lot line. 7.1(4) Signs Permitted with Industries 7.1(4)a The aggregate square footage of sign space per lot shall not exceed the sum of 4 square feet per front foot of building, plus one square foot per front foot of property not occupied by a building. No individual sign surface shall exceed 160 square feet except advertising signs. 7.1(4)b No ground sign shall exceed a height of 40 feet above the average grade and no roof sign or sign attached to a building shall exceed a height of 30 feet above the highest outside wall or parapet of any principal building. No sign shall be located closer than 10 feet from any lot line. 7.1(5) Advertising Signs (Billboards) 7.1(5)a Advertising signs may be permitted as a Conditional Use in all Business, Industrial and Agricultural Districts providing they are not larger than 300 square feet nor less than 160 square feet. 7.1(5)b Advertising signs shall not be less than 1,000 feet apart on the	same side of the road. Double faced signs shall be prohibited. 7.1(5)c Advertising signs shall not exceed 25 feet above the average ground level at the base of the sign. 7.1(6) Sign Removal 7.1(6)a The applicant for a sign permit, shall be deemed the owner and thus responsible for the removal of the sign within 6 months of its discontinued use as determined by the County Assessor. 7.2 Off-Street Parking 7.2(1)a If, in the application of these provisions, a fractional number is obtained, one parking space shall be provided for that fraction. Each space required constitutes a gross area of 300 square feet. 7.2(1)b Existing off-street parking spaces upon the effective date of this Ordinance shall not be reduced in number unless said number exceeds the requirements set forth herein for a similar new use. 7.2(1)c Under no circumstances shall required parking facilities accessory to residential structures be used for the storage of commercial vehicles (except in the Agricultural District where those vehicles generally associated with farming operations common to the County may be permitted) or for the parking of automobiles belonging to the employees, owners, tenants or customers of nearby business or manufacturing establishments. 7.2(1)d Required off-street parking space shall not be utilized for open storage of goods or for the storage of vehicles which are inoperable or for sale or for rent. 7.2(2) Location Requirements All off-street parking facilities required herein shall be located in respect of the following: 7.2(2)a Spaces accessory to one family, two family and multiple dwellings on the same lot as the principal use served. 7.2(2)b Spaces accessory to businesses and industries; within 300 feet of a main entrance to the principal building served. 7.2(2)c There shall be no off-street parking space within 10 feet of any street right-of-way. 7.2(2)d No off-street open parking area containing more than 4 parking spaces shall be located closer than 15	feet from an adjacent lot zoned or used for residential purposes. 7.2(2)e Garage stalls and open parking spaces accessory to residential structures, may be located anywhere on the lot other than a required yard area except that garages may be located to within 5 feet of an interior side lot line and to within 8 feet or a rear lot line. No garage stall accessory to a residential structure on a corner lot or other similar situation shall be located within any required yard area abutting a street except by conditional use permit. 7.2(2)f Business and Industrial off-street parking spaces shall not be less than 20 feet from a property line. 7.2(3) Design Requirements 7.2(3)a Each parking stall shall be not less than 10 feet wide and 20 feet in length, exclusive of access drives. All outside parking spaces shall be clearly marked. 7.2(3)b Parking areas shall be designed so as to provide adequate means of access to public streets. Such driveway access shall not exceed 30 feet in width. 7.2(3)c All of the area intended to be utilized for parking space and driveways shall be surfaced with a material which controls dust and drainage. Parking areas for less than 3 vehicles shall be exempt. Plans for surfacing and drainage shall be subject to approval of the Engineer. 7.2(3)d All lighting used to illuminate an off-street parking area shall be so arranged as to reflect the light away from adjoining property and right-of-ways. 7.2(3)e All open off-street parking areas shall provide a curb or a guard of normal bumper height to ensure that no portion of a vehicle encroaches into the required setback. 7.2(3)f All off-street parking spaces shall have access off driveways and not directly off the public street. 7.2(4) Required Off-Street Parking Spaces 7.2(4)a Dwellings: (Except in auditoriums, mortuaries, and vation Districts) Two spaces per unit. 7.2(4)b Churches, theaters, Auditoriums, mortuaries, and other places of assembly: One space for each 3 seats based on maximum design capacity. 7.2(4)c Business Offices: One	space for each 100 square feet of gross floor space. 7.2(4)d Medical and Dental Clinic: Three spaces for each doctor or dentist. 7.2(4)e Hotel, motel: One space per unit plus one space per employee. 7.2(4)f Schools, Elementary and Junior High: Two spaces for each classroom plus one additional space for each 200 student capacity. 7.2(4)g Schools, High School and Colleges: One space for each 7 students based on design capacity, plus 2 additional spaces for each classroom. 7.2(4)h Hospital, Sanitarium, convalescent home, rest home, nursing home, or institution: One space for each 2 hospital beds, plus one space for each 3 employees, plus one parking space for each resident and staff doctor. 7.2(4)i Drive-In Food Establish-ment: One space for each 10 square feet of gross floor space in the building. 7.2(4)j Bowling Alley: Five spaces for each alley, plus additional space as may be required herein for related uses such as a restaurant. 7.2(4)k Motor Fuel Station: Four off-street spaces plus 2 off-street spaces for each service stall. 7.2(4)l Retail Store: One off-street space for each 100 square feet of gross floor area. 7.2(4)m Restaurants, cafes, bars, taverns, night clubs: One space for each 3 seats based on capacity design. 7.2(4)n Wholesale, auto sales, repair shops: Three spaces for each 1,000 square feet of gross floor area. 7.2(4)o Open sales lots: Three spaces for each 5,000 square feet of lot area. 7.2(4)p Industrial: One space for each 2 employees on maximum shift or one for each 500 square feet of gross floor area, whichever is the larger. 7.2(4)q Uses not specifically noted: Determined by the County Board following review by the Planning Commission. 7.3 Loading Spaces 7.3(1) Design Requirements 7.3(1)a If, in the application, a fractional number is obtained, one loading space shall be provided for that fraction. 7.3(1)b All required loading berths shall be off-street and shall be located
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on the same lot as the building or use to be served. A loading berth shall not be located less than 100 feet from the intersection of 2 street rights-of-way in a residential district. Loading berths shall not occupy the required front yard space.

7.3(1)c Unless otherwise specified, a required loading berth shall be not less than 15 feet in width, 50 feet in length and 14 feet in height, exclusive of aisle and maneuvering space.

7.3(1)d All loading berths and accessways shall be improved with a durable material to control the dust and drainage.

7.3(1)e Any space allocated as a loading berth or maneuvering area shall not be used for the storage of goods, inoperable vehicles or be included as a part of the space requirements necessary to meet the off-street parking area.

7.3(2) Required Loading Spaces

7.3(2)a Retail sales and service stores and offices: One loading berth for each 6,000 square feet of floor area.

7.3(2)b Manufacturing, fabrication, processing and warehousing: One loading berth for each building having 3,000 square feet of floor area plus one loading berth for each additional 25,000 square feet of floor area up to 100,000 square feet plus one loading berth for each 50,000 square feet of floor area over the first 100,000 square feet of floor area.

7.3(2)c Uses not specifically noted: As determined by the County Board following review by the Planning Commission.

7.4 Drive-In Businesses

7.4(1) Location Requirements

7.4(1)a No drive-in business shall be located within 500 feet of a school or church.

7.4(1)b No drive-in shall be located within 300 feet of any residentially zoned property.

7.4(1)c No drive-in shall be located on any street other than a thoroughfare or business service road.

7.4(1)d No access drive shall be within 50 feet of intersecting street right-of-way lines.

7.4(2) Site Requirements

7.4(2)a No less than 30 percent of the gross lot area shall be landscaped.

7.4(2)b The entire area other than that occupied by structure or landscaping shall be paved surface which will control dust and drainage.

7.4(2)c Adequate area shall be designated for snow storage such that clear visibility shall be maintained from the property to any public street.

7.4(2)d Lighting shall have no direct source visible from the public right-of-way or adjacent land.

7.4(2)e A 6 inch non-surmountable curb shall separate all walks and landscape areas from parking areas.

7.4(2)f A screen fence not over 6 feet in height nor less than 4 feet, at least 50 percent opaque throughout its height shall be constructed along the property line abutting a residential zoning district. Should the use be a drive-in theater, an opaque fence not less than 8 feet in height and extending at least to within 2 feet of the ground shall be constructed around the property.

7.5 Motor Fuel Stations

7.5(1) General Provisions

7.5(1)a For architectural purposes, each side of a motor fuel station shall be considered as a front face.

7.5(1)b The storage of items for sale outside the principal building shall be displayed in specially designed containers.

7.5(1)c All trash, waste materials, and obsolete parts shall be stored within a separate enclosure.

7.5(1)d All goods for sale, other than those required for the operation and maintenance of motor vehicles shall be displayed within the principal structure.

7.5(1)e No sales of motor vehicles or trailers or campers shall be permitted.

7.5(1)f Open dead storage of motor vehicles shall not be permitted for a period of more than 48 hours.

7.5(1)g All rental campers, trailers, or motor vehicles shall be stored within the rear and/or side yard not adjacent to the street.

7.5(2) Site Requirements

7.5(2)a Wherever a motor fuel station abuts residential property, a fence or compact evergreen hedge not less than 50 percent opaque nor less than 6 feet high shall be erected and maintained along the side and rear property line that abuts the residential property. Application of this provision shall not require a fence within 15 feet of any street right-of-way line.

7.5(2)b A minimum 15 foot landscaped yard shall be painted and maintained behind all property lines except at driveway entrances.

7.5(2)c The entire motor fuel station site, other than that part devoted to landscaping and structures, shall be surfaced with concrete or bituminous surfacing to control dust and provide adequate drainage.

7.5(2)d Driveways shall not exceed 30 feet in width nor be spaced closer than 30 feet apart measured at the property line. No more than 2 access drives to any street shall be permitted.

7.5(2)e A 6 inch non-surmountable curb shall separate all walks and landscape areas from parking and maneuvering areas.

7.5(2)f The total height of any overhead canopy or weather protection shall not exceed 20 feet.

7.5(3) Signs

7.5(3)a Motor fuel stations and truck stops shall have no more than 2 pedestal type business identification signs not to exceed 30 feet in height erected within any yard except that no part of said sign shall be less than 6 feet from a property line measured as a horizontal distance. Said sign shall have no more than 3 faces and shall not exceed more than 150 square feet per face. No part of said sign surface shall be less than 16 feet vertical distance from the grade of the nearest driveway or parking area. The pedestal shall not be less than 5 feet from a driveway at its nearest point.

7.5(3)b Motor fuel stations and truck stops may have 2 accessory signs. Said signs shall have no more than 2 faces per sign and shall not exceed more than 30 square feet per face. The top of said sign shall not be more than 20 feet in height from the grade of the nearest driveway or parking area.

7.5(4) Setbacks

Motor Fuel Station	Truck Stop	200' Width	Front Yard	Adjacent to another lot	Rear Yard	Pump Setback
200'	200'	70'	30'	70'	30'	30'
		80'	60'	80'	60'	30'

7.5(4)b The setback of any overhead canopy or weather protection, free-standing or projecting from the station structure shall be not less than 10 feet from the street right-of-way line nor less than 20 feet from an adjacent property line.

7.7 Fall-Out and Blast Shelters

Fall-out and blast shelters are a

permitted accessory use or structure. Shelters may be contained in other structures or may be constructed separately but shall not be used for purposes prohibited expressly or by implication in the district.

7.8 Mobile Homes

7.8(1) All mobile homes shall be skirted between the bottom of the mobile home and the ground with a fire-proof material harmonious with the appearance of the mobile home within three months of the placement of the mobile home. Plywood, hard-board, cardboard or baled hay or straw shall be prohibited.

7.8(2) Steps and stoops shall be of acceptable wood, metal or concrete construction.

7.8(3) Storm entries and porches must be of durable materials harmonious in appearance with the mobile home.

7.8(4) Each mobile home not having a garage shall have an outside storage building of at least 5' x 7' x 6' in height.

SECTION 8.0 ZONING ADMINISTRATION

8.1 Enforcing Officer

This Ordinance shall be administered and enforced by a Zoning Administrator appointed by the County Board.

8.2 Duties of the Administrator

8.2(1) Determine if applications comply with the terms of this Ordinance.

8.2(2) Conduct inspections of buildings and use of land to determine compliance with the terms of this Ordinance.

8.2(3) Maintain permanent and current records of this Ordinance, including but not limited to, maps, amendments, conditional uses, variances, appeals and applications.

8.2(4) Receive, file and forward all applications for appeals, variances, conditional uses and amendments to the designated official bodies.

8.2(5) Institute in the name of the county any appropriate actions or proceedings against a violator as provided for.

8.2(6) Serve as an ex-officio member of the Planning Commission.

8.3 Appeals and the Board of Adjustments and Appeals

8.3(1) The County Board shall

person or by agent or attorney.

8.3(7) The Board of Adjustment may reverse or affirm wholly or partly, or may modify the order, requirement, decision, or determination as in its opinion ought to be made in the premises and to that end shall have all the powers of the officer from whom the appeal was taken and may issue or direct the issuance of a permit. The reasons for the Board's decision shall be stated. The decision of such board shall not be final and any person having an interest affected by such decision shall have the right to appeal to the district court.

8.4 Variances

8.4(1) Where the County Board and the Planning Commission find that extraordinary and unnecessary hardships may result from strict compliance with this Ordinance, variances may be granted provided that such variations will not have the effect of nullifying the intent and purpose of the Comprehensive Plan, or the Official Map, or the Zoning Ordinance.

8.4(2) An application for a variance shall be filed with the Administrator stating the exceptional conditions and the peculiar difficulties claimed.

8.4(3) The request shall be referred to the Planning Commission for study concerning its effect on the Comprehensive Plan and on the character and development of adjacent areas. The Planning Commission shall make its recommendation within 60 days to the Board, if no recommendation is made within that time, the Board may act without the recommendation.

8.4(4) In considering applications for variances, the County Board shall consider the advice and recommendations of the Planning Commission and the effect of the proposed variance upon the health, safety, and general welfare of the community existing and anticipated and the effect of the proposed variance upon the Comprehensive Plan.

8.4(5) If the County Board shall determine that the special conditions applying to the structure or land in question are peculiar to such property, and do not apply generally to other land or structures in the district in which said land is located, and that the granting of the variance is necessary and that granting the variance will not

provide by resolution for a Board of Appeals and Adjustments.

8.3(2) The Board of Adjustment shall consist of three members whose appointment, term of office, or removal from the board shall be provided in the resolution creating the Board of Adjustment; no elected officer of the county nor any employee of the Board of Commissioners shall serve as a member of the Board of Adjustment. The members of the Board of Adjustment shall serve without compensation, but may be paid their necessary expenses in attending meetings of the board and in the conduct of the business of the board.

8.3(3) The Board of Adjustment shall elect a chairman and vice-chairman from among its members and shall appoint a secretary who need not be a member of a board. It shall adopt rules for the transaction of its business and such rules may include provisions for the giving of oaths to witnesses and the filing of written briefs by the parties. The board shall provide for a record of its proceedings which shall include the minutes of its meetings, its findings, and the action taken on each matter heard by it, including the final order.

8.3(4) The meetings of the Board of Adjustment shall be held at the call of the chairman and at such other times as the board in its rules of procedure may specify.

8.3(5) The Board of Adjustment shall act upon all questions as they may arise in the administration of this Ordinance, including the interpretation of zoning maps, and it shall hear and decide appeals from and review any order, requirement, decision, or determination made by an administrative official charged with enforcing this Ordinance. Such appeal may be taken by any person aggrieved or by any officer, department, board or bureau of a town, municipality, county, or state.

8.3(6) Hearings by the Board of Appeals and Adjustments shall be held within a reasonable time and upon such notice to interested parties as is provided in the Ordinance establishing the board. The board shall make its order deciding the matter and shall serve a copy of such order upon the appellant or petitioner by mail. Any party may appear at the hearing in

in any way impair health, safety, comfort, morals, or in any other respect be contrary to the intent of this Ordinance and the Comprehensive Plan, and that the granting of such variance will not merely serve as a convenience to the applicant, but is necessary to alleviate demonstrable hardship or difficulty, the County Board may grant such variances and impose conditions and safeguards therein.

8.4(6) Variances may be denied by motion of the County Board and such motion shall constitute a finding and determination that the conditions required for approval do not exist. No application for a variance which has been denied wholly or in part shall be resubmitted for a period of 6 months from the date of said order of denial, except on grounds of new evidence or proof of change of conditions found to be valid by the Planning Commission.

8.4(7) A violation of any condition set forth in granting a variance shall be a violation of this Ordinance and automatically terminates the variance.

8.4(8) A variance shall become void one year after it was granted unless made use of.

8.5 Conditional Uses Permit

8.5(1) Conditional Use Permits may be issued for any of the following:

8.5(1)a Any of the uses or purposes for which such permits are required or permitted by the provisions of this Ordinance.

8.5(1)b To permit the location of any of the following uses in a district from which they are excluded by the provisions of this Ordinance: airport, library, community center, church, hospital, or any institution of an educational, philanthropic or charitable nature, cemetery, crematory, mausoleum or any other place for the disposal of the human dead.

8.5(2) Application for the issuance of a Conditional Use Permit shall be made to the Planning Commission, except that any proceedings to classify certain uses as conforming uses as provided in this section may be initiated either by such application or by the County Board or by the Planning Commission. The Planning Commission may hold such hearings on the proposal to issue a Conditional Use Permit as it may consider necessary; but at least one public hearing shall be held on any application for a use permit

for the establishment of any use listed in Section 8.5(1)b. Following the hearing, the Planning Commission shall make a report to the County Board recommending whatever action it deems advisable. It may designate conditions and require guarantees in the granting of use permits in the manner provided for the granting of adjustments. Upon receipt of the report of the Planning Commission, the County Board shall hold whatever public hearing it deems advisable and shall make a decision upon the proposal to grant a use permit. If it finds that the conditions exist which are necessary under this section in order for the Planning Commission to recommend the granting of a use permit, the County Board may grant the use permit and it may attach to the permit such conditions and guarantees as may be necessary to assume reasonable development.

8.5(3) Any use permitted under the terms of any Conditional Permit shall be established and conducted in conformity to the terms of such permit.

8.5(4) A periodic review of the permit and its conditions shall be maintained. The permit shall be issued for a particular use on a specific parcel and not for a particular person or firm.

8.5(5) Revocation: A violation of any condition set forth in a Conditional Use Permit shall be a violation of this Ordinance and automatically terminates the permit.

8.5(6) A Conditional Use Permit shall become void one year after being granted by the County Board unless made use of and if discontinued for a period of 90 days or more.

8.5(7) Notice of a public hearing on any Conditional Use Permit affecting land within two miles of the boundary of a municipality, shall be sent to the municipal clerk by certified mail not less than 20 days prior to the hearing thereon.

8.6 Certificate of Occupancy

8.6(1) A Certificate of Occupancy shall be obtained before:

8.6(1)a Any vacant land is hereafter occupied or used, except for agricultural purposes other than intensive livestock or poultry farming.

8.6(1)b Any building hereafter erected or structurally altered is occupied or used.

8.6(1)c The use of any such

building is altered.

8.6(2) Application for a Certificate of Occupancy for a new building or for an existing building which has been altered shall be made to the Administrator as part of the application for construction or alteration of such building. The certificate shall be issued within 10 days after the erection or alteration of such building or part thereof has been completed in conformity with the provisions of this Ordinance.

8.6(3) Pending the issuance of such a certificate, the Administrator may issue a temporary Certificate of Occupancy for a period of not exceeding 6 months during the completion of the erection or alteration of such building. The temporary certificate shall not be construed as in any way altering the respective rights, duties or obligations of the owners or of the county relating to the use or occupancy of the premises or any other matter except under such restrictions and provisions as will adequately insure the safety of the occupants.

8.6(4) Written application for a Certificate of Occupancy for the use of vacant land or for a change in the character of the open use of the land as provided in Section 8.6(1) shall be made before any such land shall be so occupied or used. Such a Certificate of Occupancy shall be issued within 5 days after the application therefore has been made if the use is in conformity with the provisions of this Ordinance.

8.6(5) Every Certificate of Occupancy shall state that the building or proposed use of a building or land complies with all provisions of this Ordinance.

8.6(6) A record of all Certificates of Occupancy shall be kept on file in the office of the Administrator.

8.7 Amendments

8.7(1) The procedure for amending this Ordinance is the same as prescribed by law for its adoption.

8.7(2) An amendment to this Ordinance and/or the Zoning Map shall be construed as an amendment to the Comprehensive Plan and its map.

8.7(3) Notice of a public hearing on any amendment affecting land within two miles of the boundary of a municipality shall be sent to the municipal clerk by certified mail not less than 20

days prior to the hearing thereon.

8.8 Fees

8.8(1) The fees for a building permit, rezoning, variance, amendment, or conditional use permit shall be established by the County Board. The County Board may review and revise the fee schedule periodically. The Administrator shall issue the building permit only after the fee has been paid and a determination has been made that the building plans, together with the application, comply with the terms of this Ordinance.

8.8(2) Any person filing a petition for an amendment to this Ordinance, requesting a variance or a change in regulations within any use district shall pay the prescribed fees according to the schedule established by the County Board before any work proposed may commence. The fee is payable at the time of filing a petition and is not refundable.

8.8(3) Municipal corporations and governmental agencies shall be exempt from the fee requirements as prescribed by this Ordinance.

8.9 Violations and Penalties

8.9(1) Violation of this Ordinance shall be a misdemeanor and upon conviction thereof shall be punishable by a fine of not to exceed \$300.00 and/or imprisonment for a period not to exceed 90 days for each offense. Each day that the violation is permitted to exist shall constitute a separate offense.

8.9(2) In the event of a violation or a threatened violation of this Ordinance, the Board, or any member thereof, in addition to other remedies, may institute appropriate actions or proceedings to prevent, restrain, correct, or abate such violations or threatened violations and it is the duty of the Attorney to institute such action.

8.9(3) Any taxpayer of the county may institute mandamus proceedings in District Court to compel specific performance by the proper official or officials of any duty required by this Ordinance.

SECTION 9.0 EFFECTUATION

9.1 Separability

It is hereby declared to be the intention that the several provisions of this Ordinance are separable in accordance with the following:

9.1(1) If any court of competent

jurisdiction shall adjudge any provision of this Ordinance to be invalid, such judgment shall not affect any other provisions of this Ordinance not specifically included in said judgment.

9.1(2) If any court of competent jurisdiction shall adjudge invalid the application of any portion of this Ordinance to a particular property, building, or other structure, such judgment shall not affect the application of said provision to any other property, building or structure not specifically included in said judgment.

9.2 Repeal

Sections 1 through 7, inclusive of the "Interim Zoning and Platting Ordinance of Dodge County" adopted the 5th day of September, 1967, is hereby repealed.

9.3 Effective Date

Passed by the Dodge County Board

this 2nd day of March, 1971
Richard M. Halverson
Chairman of the Board
(SEAL)

Attest:

Richard M. Halverson
County Auditor

Approved as to form and legality:

Lawrence C. Gipek
County Attorney

Published in STAR RECORD
on 3-18, 1971

Filed with the Dodge County Register of Deeds

on 3-16, 1971

SUBDIVISION ORDINANCE

FOR

DODGE COUNTY, MINNESOTA

The Subdivision Regulations contained herein have been prepared for content. The text is organized in ordinance form, however, it is recommended that the text be referred to the County Attorney for legal review prior to consideration as an Ordinance.

November, 1970

Prepared by:

Midwest Planning and Research, Inc.
Minneapolis, Minnesota

The preparation of this material was financially aided through a Federal Grant from the Department of Housing and Urban Development under the Urban Planning Assistance Program authorized by Section 701 of the Housing Act of 1954, as amended, and administered by the Office of Local and Urban Affairs, of the State Planning Agency of Minnesota.

DODGE COUNTY, MINNESOTA

ORDINANCE NO. TWO

DODGE COUNTY, MINNESOTA
SUBDIVISION ORDINANCE

An ordinance providing for the orderly, economic, and safe development of land and urban services and facilities, and to promote the public health, safety, morals and general welfare, by regulating the subdividing of land in the county of Dodge, state of Minnesota.

The Dodge County Board ordains:

SECTION 1.0 SHORT TITLE

This Ordinance shall be known, cited and referred to as the Dodge County Subdivision Ordinance, except as referred to herein, where it shall be known as "this Ordinance".

SECTION 2.0 PURPOSE

This ordinance is enacted for the purpose of safeguarding the best interests of the public, the homeowner, the subdivider, and the investor; encouraging well planned subdivisions by the establishment of adequate standards for design and construction; and in order that new subdivisions will be integrated in the general plans of the community, thereby contributing toward an attractive, orderly, stable and wholesome community environment with adequate municipal services and safe streets.

3.1 Rules

3.1 (1) All subdivisions as defined and under the jurisdiction of this Ordinance are subject to the provisions of this Ordinance and to the Minnesota Statutes which regulate subdivisions.

3.1 (2) No building permit shall be issued for construction until all requirements of this Ordinance have been fully complied with.

3.1 (3) Unless approved as a Final Plat as provided herein, no subdivision shall be entitled to be recorded by the County Register or have any validity.

3.1 (4) No public improvements are to be installed unless the Preliminary Plat is approved and service shall not be provided until approval of the final Plat is granted and same has been duly recorded.

3.1 (5) Where the division of a parcel of land into two (2) or more parcels for the purpose of transfer of ownership or building development does not come within the definition of a subdivision as defined by this Ordinance, a legal description of such land and a description shall be filed with the Administrator who shall submit copies of the description to the Planning Commission, Engineer and Assessor; no building permit shall be issued until said copies have been received by the aforementioned persons.

3.2 Definitions: For the purpose of these regulations, the following terms, phrases, words, and their definitions shall have the meaning given in this section. When inconsistent with the context, word used in the present tense shall include the future tense; words in the singular number shall include the plural and words in the plural shall include the singular. The

masculine gender includes the feminine and neuter genders.

3.2 (1) Administrator: The duly appointed person charged with enforcement of this Ordinance.

3.2 (2) Alley: A public right-of-way which affords a secondary means of access to abutting property.

3.2 (3) Attorney: The person licensed by the state to practice law who has been engaged by the County Board.

3.2 (4) Block: An area of land within a subdivision that is entirely bounded by streets or a combination of streets, exterior boundary lines of the subdivision and/or bodies of water.

3.2 (5) Boulevard: That portion of a street right-of-way between the curb or curb line and the property line.

3.2 (6) Building: To include all structures of every kind regardless of similarity to buildings.

3.2 (7) Building Setback: The minimum horizontal distance from the street right-of-way as prescribed in the Zoning Ordinance.

3.2 (8) Comprehensive Plan: A comprehensive development plan, prepared by the Planning Commission which indicates the general locations recommended for various functional classes of land uses, places and structures and for general physical development of the county and includes any unit or part of such plan separately prepared and any amendment to such plan or parts therein.

3.2 (9) Easement: Authorization by a property owner for the use by another, and for a specified purpose, of any designated part of his property.

3.2 (10) Engineer: The professional engineer engaged by the County Board.

3.2 (11) Final Plat: A drawing, in final form, showing a proposed subdivision containing all information and detail required by state statutes and by this Ordinance to be presented to the Planning Commission for approval, and which if approved, may be duly filed with the County Register of Deeds.

3.2 (12) Licensed Engineer: A person licensed as a professional engineer by the State of Minnesota.

3.2 (13) Lot: A parcel, piece, or portion of land designated by metes and bounds, registered land survey, auditors plat, or other means and separated from other parcels or

portions by said description for the purpose of sale lease, or separation thereof.

3.2 (13)a Lot, butt: A lot located on the end of a block, excluding the two (2) corner lots.

3.2 (13)b Lot, corner: A lot located at the intersection of two (2) streets, having two (2) adjacent sides abutting streets; the interior angle of the intersection does not exceed one hundred and thirty-five (35) degrees.

3.2 (13)c Lot, through: Any lot other than a corner lot which abuts more than one (1) street.

3.2 (14) Lot Depth: The mean horizontal distance between the front lot line and the rear lot line.

3.2 (15) Lot Line: The property line bounding a lot except that where any portion of a lot extends into the right-of-way or a proposed public right-of-way, the line of such right-of-way shall be the lot line.

3.2 (16) Lot Width: The horizontal distance between the side lot lines of the lot measured parallel to the front line of the lot at the setback line.

3.2 (17) May: Means permissive.

3.2 (18) Official Map: The map established by the County Board in accordance with State Statutes, showing streets, highways, and parks and drainage, both existing and proposed.

3.2 (19) Owner: Any individual, firm, association, syndicate, co-partnership, corporation, trust, or any other legal entity having sufficient proprietary interest in the land sought to be subdivided to commence and maintain proceedings to subdivide the same under these regulations.

3.2 (20) Pedestrian Way: The right-of-way across or within a block, for use by pedestrian traffic whether crosswalk, or however otherwise designated.

3.2 (21) Person: An individual, to include both male and female and shall also extend and be applied to bodies political and corporate and to partnership and other unincorporated associations.

3.2 (22) Planned Unit Development: A development which consists of two (2) or more principal structures or uses on a single parcel of land.

3.2 (23) Planning Commission or Commission: The duly appointed

commission of the County Board.

3.2 (24) Preliminary Plat: A drawing clearly marked "preliminary plat" showing the salient features of a proposed subdivision, as specified in Section 7.4 of this Ordinance.

3.2 (25) Protective Covenant: A contract entered into between private parties and constitutes a restriction on the use of all private property within a subdivision for the benefit of the property owners, and to provide protection against undesirable aspects of development which would impair values.

3.2 (26) Public Land: Land owned and/or operated by a governmental unit, including school districts.

3.2 (27) Publication: An official notice as prescribed by State Statutes.

3.2 (28) Shall: Means mandatory.

3.2 (29) Sketch Plan: A sketch of a proposed subdivision showing the information specified in Section 7.1 of this Ordinance.

3.2 (30) Street or Road: A public right-of-way which affords the primary means of access to abutting property.

3.2 (30)a Collector Street: A street which serves or is designed to serve as a traffic way for a neighborhood or as a feeder to a major street.

3.2 (30)b Dead-End Street: A street or a portion of a street with only one vehicular traffic outlet.

3.2 (30)c Cul-de-sac: A street or a portion of a street with only one vehicular traffic outlet and a turn-around at the other end.

3.2 (30)d Major Street or Thoroughfare: A street which serves or is designed to serve heavy flows of traffic and which is used primarily as a route for traffic between communities and/or other heavy traffic generating areas.

3.2 (30)e Minor Street: A street intended to serve primarily as an access to abutting properties.

3.2 (30)f Service Street: A marginal access street which is generally parallel and adjacent to a major street and provides secondary access to abutting property.

3.2 (30)g Half Street: A street designed to provide access to only one side of the right-of-way.

3.2 (30)h Private Street: A street which is not dedicated for public use.

3.2 (31) Street Pavement: The wearing or exposed surface of the

roadway used by vehicular traffic.

3.2 (32) Street Width: The width of the right-of-way, measured at right angles to the center line of the street.

3.2 (33) Subdivider: Any person, firm, corporation, partnership, or association, who shall lay out any subdivision or part thereof as defined herein, either for himself or others.

3.2 (34) Subdivision: The division of any parcel of land into two (2) or more lots, blocks and/or sites, with or without streets or highways and includes resubdivision.

3.2 (35) Surveyor: A person duly registered as a land surveyor by the State of Minnesota.

3.2 (36) Used for: To include the phrases: "arranged for", "designed for", "intended for", "maintained for", and "occupied for".

3.2 (37) Zoning District: An area as prescribed by the adopted Zoning Ordinance.

SECTION 4.0 PLATTING PROCEDURES

Whenever any subdivision of land is proposed to be made, and before any contract for the sale of, or any offer to sell any lots in such subdivision or any part thereof is made, and before any permit for the erection of a structure in such proposed subdivision shall be granted, the subdivider or his duly authorized agent shall apply in writing for approval of such proposed subdivision in accordance with the following procedures.

4.1 Sketch Plan

4.1 (1) Prior to subdividing or resubdividing land, the owner of the land shall prepare and submit to the administrator at least two (2) weeks prior to the regularly scheduled meeting of the Planning Commission six (6) copies of a sketch plan of the proposed subdivision or resubdivision, which shall comply with requirements of Section 7.1 of this Ordinance, and file an Application for Planning Consideration form.

One copy of the Sketch Plan shall be referred to the Town Board of the Township within which the plat is proposed to be located. Written comments from the Town Board shall be transmitted to the Planning Commission with fifteen (15) days of receipt of the Sketch Plan by the Town Board.

A public hearing date shall be set to

4.1 (2) The Sketch Plan will be considered as the basis for discussion between the subdivider and Planning Commission. Submission of such Sketch Plan shall not constitute formal filing of a Preliminary Plat.

4.1 (3) The subdivider, or a duly authorized representative, shall attend the Planning Commission meeting at which his proposal is scheduled for consideration to discuss the requirements which pertain to proposed subdivision or resubdivision.

4.1 (4) The Planning Commission will review, discuss and advise the subdivider of the extent to which the proposed subdivision conforms to this and other ordinances, as well as its conformity to the Comprehensive Plan.

4.1 (5) The Planning Commission shall make specific recommendations and comments about the Sketch Plan (See Section 7.2) to be incorporated by the applicant in the next submission to the Planning Commission.

4.1 (6) No fee shall be required of the subdivider for the submission of a Sketch Plan.

4.2 Preliminary Plat

4.2 (1) Within six (6) months of the Planning Commission's consideration of a Sketch Plan, the subdivider shall file with the Administrator, an Application for Consideration and six (6) copies of the Preliminary Plat which has been prepared in accordance with the regulations set forth in this Ordinance. Failure to act within the above time limit shall invalidate an approved Sketch Plan and require that it be resubmitted. At the time of submission of the Preliminary Plat, the required fees shall be paid by the subdivider.

The filing shall be at least two (2) weeks prior to the next regularly scheduled Planning Commission meeting.

4.2 (2) The Administrator shall notify the secretary of the Planning Commission so that the proposal can be placed on the agenda of the next meeting of the Planning Commission.

The Administrator shall refer copies of the Preliminary Plat to the Planning Commission, the Engineer, the Town Board of the Township within which the plat is proposed to be located, and other agencies as the county board desires to have an opinion on the proposal.

be held within forty-five (45) days of the filing date. The required legal publication shall be made and notices shall be sent to all property owners of record within three hundred (300) feet of the exterior boundary of the proposed plat.

The Planning Commission meeting may serve as the public hearing provided the legal requirements pertaining to the same are met.

4.2 (3) The subdivision or a duly authorized representative shall attend the Planning Commission meeting at which his proposal is scheduled for consideration.

The Planning Commission shall study the practicability of the Preliminary Plat taking into consideration the requirements of the county and the best use of the land being subdivided. Particular attention shall be given to the arrangement, location, and width of streets, their relation to the topography of the land, water supply, sewage disposal, drainage, erosion and sediment control measures, lot sizes and arrangement, the future development of adjoining lands as yet unsubdivided, and the requirements of the Comprehensive Plan, the Official Map and the Zoning Ordinance.

4.2 (4) At the public hearing all persons interested in the proposed shall be heard and the Planning Commission shall within fifteen (15) days of the hearing, approve, modify and approve or disapprove the Preliminary Plat, and submit to the County Board, the applicant and administrator their findings and recommendations.

4.2 (5) The County Board shall act upon the Preliminary Plat and send written notification of their action to the Planning Commission, administrator and the applicant. Failure of the County Board to act within sixty (60) days of the public hearing is deemed approval.

4.2 (6) Should the subdivision desire to amend the Preliminary Plat as approved, he shall submit the amended plat following the original procedures set forth, except for the public hearing and fees unless the Planning Commission considers the scope of the revisions to constitute a new plat, then the hearing and fees shall be required.

4.2 (7) If the subdivision requests or the County Board requires that any existing special assessments which have been levied against the premises described in the subdivision be divided and allocated to the respective lots in the subdivision plat, the Assessor shall estimate the clerical cost of preparing the revised assessment roll, filing the same with the County Auditor, and making such division and allocation, and upon approval by the County Board of such estimated cost the same shall be paid to the Treasurer in addition to the other fees mentioned to cover the cost of preparing and filing such revised assessments.

4.3 Final Plat
The final plat shall be prepared by a land surveyor duly registered by the State of Minnesota and said plat shall conform to all State and County requirements including this Ordinance.

4.3 (1) The subdivision shall, within six (6) months after the approval of the Preliminary Plat, file with the Planning Commission an Application for Consideration and ten (10) copies of the final plat; the Preliminary Plat and Final Plat will be considered void unless an extension is requested in writing by the subdivision and for good cause granted by the Planning Commission and County Board. Also to be filed is an up-to-date certification of title or registered property report establishing title and control.

Endorsements and approval by the appropriate Department of Health and the County Soil and Water Conservation District shall be required when on-site sewer and water facilities are to be utilized. Endorsement and approval by the Dodge County Soil and Water Conservation District shall be required for erosion and sediment control measures.

The required construction plan shall be submitted and forwarded to the Engineer for his cost estimate and a copy of the Engineer's report be submitted to the Attorney for the preparation of the contract required in Section 4.4(3) of this Ordinance.

4.3 (2) Upon receipt of the final Plat, the Administrator shall refer two (2) copies to the Planning Commission, one (1) copy to the Engineer, one (1) copy to the Town Board, and one (1) copy to each of the telephone and utility companies. Each will then

submit a report to the Administrator within fifteen (15) days.

The certification of title or registered property report and abstract of title shall be referred to the Attorney for examination and report, which shall be returned within fifteen (15) days.

The reports required in this Section shall be forwarded to the Planning Commission for their consideration.

4.3 (3) The procedure and timing for the reports of the Planning Commission, Engineer and action by the County Board are the same as for those of the Preliminary Plat.

Prior to the final approval of the Final Plat the financial arrangements required by this Ordinance shall be met.

4.3 (4) Upon completion of the requirements above and notation to the effect upon the Final Plat, it shall be deemed to have final approval and shall be properly signed by the Chairman of the Planning Commission and the appropriate official of the County Board and may be filed by the applicant in the County Register of Deeds Office. Any Final Plat not so filed and recorded within 90 days of the date upon which such Plat is approved or considered approved by reasons of the failure of the County Board to act, shall become null and void, unless the particular circumstances of said applicant warrant the County Board to grant an extension which shall not exceed 90 additional days.

The subdivision shall furnish the Administrator a tracing and 3 copies of the Final Plat showing evidence of the recording and also make payment for the costs accrued during the verification of the Final Plat materials.

4.3 (5) No changes, erasures, modifications or revisions shall be made in any Final Plat after approval has been given by the County Board and endorsed in writing on the Plat, unless the said Plat is first resubmitted to the County Board and such body approves any modifications. In the event that any such Final Plat is recorded without complying with this requirement, the same shall be considered null and void, and the County Board shall institute proceedings to have the Plat stricken from the records of the county.

4.4 Required Improvements
Prior to approval of the Final Plat,

the subdivision shall agree in the manner set forth in this section, to install or pay for the installation in conformity with construction plans approved by the Engineer and in conformity with the requirements of this Ordinance.

4.4 (1) Payment for Improvements: The required improvements which are listed and described in this Ordinance are to be furnished and installed at the sole expense of the subdivision and at no expense to the county, unless otherwise stated. In the case of an improvement, the cost of which would, by general policy be assessed only in part to the improved property and the remaining cost paid out of the general tax levy, provision for payment of a portion of the cost by the subdivision and the remaining portion of the cost by the county, and provided further, that if any improvement installed within the subdivision will be of substantial benefit to lands beyond its boundaries, the County Board may make provision for causing a portion of the cost of the improvement, representing the benefit to such lands, to be assessed against the same and in such case the subdivision will be required only to pay for such portion of the whole cost of said improvement as will represent the benefit to the property within his subdivision.

4.4 (2) Construction Plans: Construction plans for the required improvements conforming with adopted standards of this Ordinance shall be prepared at the subdivision's expense by a professional engineer together with the quantities of construction materials, shall be submitted to the Engineer for his estimate of the total cost of the improvements; upon approval, the plans shall be the basis of the cost portion of contract required by Section 4.4(3) of this Ordinance. The tracings of the plans approved by the Engineer, plus two (2) prints shall be submitted and placed on file with the Engineering Department.

Plans for the installation of gas and electric facilities shall be submitted to the Engineer upon their submission and approval by the appropriate agencies. The appropriate agencies shall have approved of the plans prior to the approval of the Final Plat.

Financial arrangements for these facilities shall be in accord with the policies of the County Board.

4.4 (3) Agreement for Installation of Improvements: Prior to installation of any required improvements and prior to approval of the Final Plat, the subdivision shall enter into a contract in writing with the county which shall require the subdivision to furnish and construct the improvements at his sole expense in accordance with plans, specifications and normal contract conditions approved by the County Board. The contract shall include provisions for supervision of construction details by the Engineer and grant to the Engineer authority to coordinate the work to be done under said contract by the subdivision and/or any sub-contractor authorized to proceed thereunder and with any other work being done or contracted by the county in the vicinity. The agreement shall require the subdivision to make an escrow deposit or to furnish a performance bond as specified in Section 4.4(4) of this Ordinance.

4.4 (4) Financial Guarantee
4.4 (4)a Escrow Deposit: An amount equal to one hundred, twenty-five (125) percent of the Engineer's cost estimate and the costs of inspection of the improvements to be furnished and/or installed by the subdivision per his contract shall be deposited with the Treasurer by the subdivision.

The county shall be entitled to reimbursement from said deposit for cost and expense incurred by the county for the inspection of the construction and for the completion of work not approved by the Engineer and for any damages sustained by the breach of the contract. Upon completion of the work and termination of any liability, the remaining balance of the escrow deposit shall be refunded to the subdivision.

4.4 (4)b Performance Bond: The subdivision may furnish a public contractor's performance bond as prescribed by Minnesota Statutes, with corporate surety in a penal sum equal to 125 percent of the Engineer's cost estimate for the required improvements to be furnished and/or installed by the subdivision. The performance bond shall be approved by the Attorney prior to its acceptance.

A certified check shall be submitted by the subdivision for the estimated inspection costs of the required improvements to be furnished and/or installed by the subdivision. Said check is to be submitted at the time of the submission of the performance bond.

4.4 (5) Optional Construction Permitted: In lieu of doing the construction work on required improvements, the subdivision may petition the county to do the construction work. Such petition shall include a request that the benefitted property be assessed for the cost of the improvements. The petition shall be presented to the County Board prior to September 1, for construction during the following year. This option may be applied to streets, alleys, curbs, gutters, water and sanitary sewer facilities. In no event shall the construction costs be borne by the general taxpayers, the assessment shall be against the benefitted properties. The provisions of Section 4.4(4) may be waived as deemed appropriate by the County Board on those improvements which the County agrees to install.

4.4 (6) Completed Improvements: Improvements within a subdivision which have been completed prior to the application for approval of the Final Plat or execution of the contract for installation of the required improvements shall be accepted as equivalent improvements in compliance with the requirements of this Ordinance, only if the Engineer shall certify that he is satisfied that the existing improvements conform to the applicable standards.

4.4 (7) Inspection of Improvements: At least 10 days prior to commencing construction of required improvements the subdivision shall pay the required inspection fee and shall notify the Administrator and the Engineer in writing of the time when he proposed to commence construction of such improvements so that they may cause inspection to be made to assure that all specifications and requirements shall be met during the construction of required improvements, and to assure the satisfactory completion of improvements and utilities required.

4.4 (8) Modification of the Design of Improvements: If at any time before or during the construction of the

for maintenance and repair.

4.0(81) Non-Instrument Runway: A runway other than an instrument runway.

4.0(82) Noxious Matter or Materials: Material capable of causing injury to living organisms by chemical reaction, or capable of causing detrimental effects on the physical or economic well-being of individuals.

4.0(83) Nursery, Day: A use where care is provided for pay for 3 or more children for periods of 4 hours or more per day.

4.0(84) Nursery, Landscape: A business growing and selling trees, flowering and decorative plants, and shrubs.

4.0(85) Nursing Home: Any institution or facility required to be licensed as such by the State Board of Health under Minnesota Statutes.

4.0(86) Official Map: The map established by the County Board, in accordance with State Statutes, showing streets, highways, and parks and drainage, both existing and proposed.

4.0(87) Open Sales Lot: Land devoted to the display of goods for sale, rent, lease or trade where such goods are not enclosed within a building.

4.0(88) Open Storage: Storage of material outside of a building.

4.0(89) Owner: Any individual, firm, association, syndicate, partnership, corporation, trust, or any other legal entity having proprietary interest in the land.

4.0(90) Parking Space: A surfaced and maintained area for the storage of one standard automobile (10' x 20').

4.0(91) Party Wall: A common wall which divides 2 independent structures.

4.0(92) Pedestrianway: The right-of-way across or within a block, for use by pedestrian traffic.

4.0(93) Person: An individual, to include both male and female and shall also extend and be applied to bodies political and corporate and to partnership and other unincorporated associations.

4.0(94) Planned Unit Development: A development which consists of two or more principal structures or uses on a single parcel of land.

4.0(95) Planning Commission or Commission: The duly appointed

planning and zoning advisory commission of the County Board.

4.0(96) Property Line: The legal boundaries of a parcel of land.

4.0(97) Protective Covenant: A contract between parties which constitutes a restriction on the use of property for the benefit of the owners.

4.0(98) Public Land: Land owned and/or operated by a governmental unit.

4.0(99) Publication: An official notice as prescribed by State Statutes.

4.0(100) Recreation Equipment: Play apparatus such as swing sets and slides, sandboxes, poles for nets, picnic tables, lawn chairs, barbecue stands, and similar apparatus but not including tree houses, swimming pools, playhouses exceeding 25 square feet of floor area, or sheds utilized for storage of equipment.

4.0(101) Retail Sales: Stores and shops selling personal services or goods.

4.0(102) Runway: The paved surface of an airport landing strip.

4.0(103) Setback: The minimum horizontal distance between the line of a structure and the nearest specified property line or road centerline abutting the property.

4.0(104) Setback, Pump: The distance from the street right-of-way line to the centerline of the motor fuel station pump island measured as a perpendicular distance from the right-of-way.

4.0(105) Shall: Means mandatory.

4.0(106) Shelter-Fallout or Blast: A structure or portion of a structure intended to provide protection to human life during periods of danger from nuclear fallout, blasts, air raids, storms, or other emergencies.

4.0(107) Sign: The board or display used to identify or advertise a place of business goods or services.

4.0(108) Sign - Advertising (Bill-board): A sign which is not related to the use of the property on which it is located.

4.0(109) Sign-Business: A sign which is related to the use of the property on which it is located.

4.0(110) Sign-Flashing: An illuminated sign which is not constant in intensity or color at times of operation.

4.0(111) Sign-Gross Area of: The

calculate the gross area except that the width of the frame in excess of 12 inches shall be added thereto. When letters or graphics are mounted without a frame the gross area shall be the area bounded by straight lines 6 inches beyond the periphery of said letters or graphics. Each surface utilized to display a message or to attract attention shall be measured as a separate sign.

4.0(112) Sign-Illuminated: A sign which is artificially lighted.

4.0(113) Sign-Nameplate: A sign which states the name and/or address of the occupant.

4.0(114) Sign-Temporary: A sign allowed for a period of 90 days or less.

4.0(115) Story: That portion of a building between the surface of a floor and the surface of the floor above it; or if there is no floor above, the space between the floor and the ceiling above. A basement shall be counted as a story only if it conforms to the definition of a basement in Section 4.0(13) of this Ordinance.

4.0(116) Street: A public right-of-way which affords a primary means of access to abutting property.

4.0(117) Street, Collector: A Street which serves or is designed to serve as a trafficway for a neighborhood or as a feeder to a major street.

4.0(118) Street, Dead-End or Cul-de-sac: A street with only one vehicular traffic outlet.

4.0(119) Street, Major or Thoroughfare: A street which serves or is designed to serve heavy flows of traffic and which is used primarily as a route for traffic between communities and/or other heavy traffic generating areas.

4.0(120) Street, Minor: A street intended to serve primarily as an access to abutting properties.

4.0(121) Street, Private: A street which is not dedicated to the community for public use.

4.0(122) Street, Service: A marginal access street which is generally parallel and adjacent to a major street.

4.0(123) Street, Half: A street designed to provide access to only one side of the right-of-way.

4.0(124) Street Pavement: The wearing surface of a street.

4.0(125) Street Width: The width of the right-of-way, measured at right angles to the center line of the street.

4.0(126) Structure: Anything constructed or erected, the use of which requires location on the ground; or attached to something having a location on the ground. This shall include signs and fences.

4.0(127) Structure, Non-Conforming: A structure which is legally existing upon the effective date of this Ordinance, which would not conform to the applicable regulations if the structure were to be erected under the provisions of this Ordinance.

4.0(128) Structural Alteration: A change, other than incidental repairs, which would prolong the life of the supporting members of a building, such as bearing walls, columns, beams, girders or foundations.

4.0(129) Subdivider: Any person, firm, corporation, partnership, or association, who shall lay out any subdivision or part thereof as defined herein, either for himself or others.

4.0(130) Subdivision: The division or combination of any parcel or parcels of land into 2 or more lots, blocks, and/or sites, with or without streets or highways and includes re-subdivision.

4.0(131) Surveyor: A person duly registered as a land surveyor by the State of Minnesota.

4.0(132) Truck Stop: A motor fuel station devoted principally to the needs of trucks and which shall include eating and/or sleeping facilities.

4.0(133) Use: The purpose or activity for which the land or structure thereon is designated, arranged, or intended, or for which it is occupied, utilized, or maintained.

4.0(134) Use, Accessory: A use subordinate to and serving the principal use or structure on the same lot.

4.0(135) Use, Conditional: The uses designated in each Zoning District, which for their respective conduct, shall require reasonable conditions, established by the County Board.

4.0(136) Use, Non-Conforming: Use of land or structures legally existing upon the effective date of this Ordinance which would not conform to the regulations if the use were to be established under the provisions of this Ordinance.

4.0(137) Use, Open: The use of land without a building or including a building incidental to the open use.

which conforms with the requirements of the zoning district within which it is located.

4.0(139) Use, Principal: The primary use of the land or structures as distinguished from accessory uses.

4.0(140) Veterinary: Those uses concerned with the diagnosis, treatment, and medical care of animals, including animal or pet hospitals.

4.0(141) Warehousing: The storage of materials or equipment within an enclosed building.

4.0(142) Wholesaling: The selling of goods, equipment and materials by bulk to another business that in turn sells to the final customer.

4.0(143) Yard: A required open space on a lot, which is unoccupied and unobstructed by any structure from its lowest ground level to the sky except as expressly permitted in this Ordinance.

4.0(144) Yard, Front: A yard extending across the front of the lot between the side property lines and lying between the front lot line and the nearest line of the building.

4.0(145) Yard, Rear: A yard extending across the rear of the lot between the side property lines and lying between the rear lot line and the nearest line of the building.

4.0(146) Yard, Side, A yard between the side line and nearest line of the building and extending from the front yard to the rear yard line.

4.0(147) Zoning District: An area within the limits of the zoning jurisdiction for which the regulations and requirements governing use, lot and bulk of structures and premises are uniform.

SECTION 5.0 ZONING DISTRICTS

5.0(1) Zoning District Classification for the purposes of this Ordinance, Dodge County is hereby divided into the following Use Districts:

5.0(1)a Agricultural District "A"

5.0(1)b Flood Plain District "FP"

5.0(1)c Shoreline District "SL"

5.0(1)d Conservation District "C"

5.0(1)e Airport Zones "AZ"

5.0(2) Zoning District Map

The boundaries of the Districts as established by this Ordinance are as shown on the map designated as the "Zoning District Map". A permanent and updated copy of the "Zoning District Map" shall be filed with the

County Register of Deeds.

5.0(3) Zoning District Boundaries

The district boundary lines are intended to follow street and highway right-of-way lines; street and highway centerlines, lot and property or section lines, unless a boundary line is otherwise indicated on the map. In the case of unsubdivided property or in any case where street or lot lines are not used as boundaries, the district boundary lines shall be determined by the dimensions appearing on the map or those scaled from the map.

5.0(4) Permitted Uses

No structures, building or tract of land shall be devoted to any use other than a use permitted hereinafter in the Zoning District in which such structure, or tract of land shall be located, with the following exceptions:

5.0(4)a Conditional uses allowed in accordance with the provisions of Section 5.0(5).

5.0(4)b Uses already established before the effective date of this Ordinance, and rendered non-conforming by the provisions thereof, shall be subject to those regulations governing non-conforming uses.

5.0(5) Conditional Uses

Conditional uses may be allowed in the districts indicated, subject to the issuance of Conditional Use Permits. The County Board may require the posting of a performance bond as a condition of granting a Conditional Use Permit. The amount of such bond shall be established by the County Board at the public hearing on the Conditional Use Permit.

5.0(6) Lot Size Requirements

Lot size requirements are specified under each zoning district. In addition the following regulations shall comply with:

5.0(6)a No use shall be established or hereinafter maintained on a lot recorded after the effective date of this Ordinance which is of less area or width than prescribed for the Zoning District in which it is to be located. No lot of record prior to the effective date of this Ordinance shall be divided in any fashion so that any of the divisions is of less area or width than prescribed for the Zoning District in which it is to be located.

5.0(6)b In any Residential District on a lot-of-record, a single-family dwelling may be constructed provided

deemed to constitute or be evidence of any acceptance by any municipality, town, county or the state of any street, easement, or other right-of-way shown on such Final Plat.

SECTION 5.0 GENERAL REQUIREMENTS

The following general requirements shall be met by the subdivider, unless the County Board grants a variance upon recommendation of the Planning Commission in accord with the provisions of this Ordinance.

5.1 Conformity to Official Map and Comprehensive Plan

All subdivisions shall conform to the adopted Official Map and be in harmony with the Comprehensive Plan.

5.2 Delayed Approval of Subdivisions

Where a proposed park, playground, school site or other public site as shown in the Comprehensive Plan and or Official Map is embraced in part or in whole by the boundaries of a proposed subdivision and such public land shall be reserved and no action shall be taken towards approval of a Preliminary Plat for a period not to exceed 6 months to allow the opportunity to consider and take action towards acquisition of such land by the appropriate jurisdiction.

5.3 Conformity to Zoning Ordinance

All subdivisions shall conform to the Zoning Ordinance and its map.

5.4 Character of the Land

The land to be subdivided shall be of such character that it can be used safely for the building proposed without danger to health or peril from fire, flood or other menaces.

5.5 Conveyance by Metes and Bounds

The conveyance of parcels of land of 10 acres or less by metes and bounds shall be prohibited.

5.6 Registered Land Surveys
All registered land surveys shall be filed and are subject to the same procedures as required by this Ordinance for Preliminary Plats. Until approval is granted by the County Board, building permits shall be withheld, dedications shall not be accepted, and no public money shall be spent towards installing utilities and improvements.

5.7 Established Monuments
6.1 (1) Street Arrangement

All international, federal, state, county and other official monuments, benchmarks, triangulation points, and stations shall be preserved in their precise locations; and it shall be the responsibility of the subdivider to insure that these markers are maintained in good condition during and following construction and development. All section, quarter (¼) section and sixteenth (1/16) section corners shall be duly described and tied.

5.8 Preservation of Natural Features

The Planning Commission shall establish the natural features which add value to all developments and to the community, such as trees, or groves, water courses and falls, beaches, historic spots, vistas and similar irreplaceable assets. No tree with a diameter of 8 inches or more as measured 3 feet above the base of the trunk shall be removed unless such tree is within the right-of-way of a street as shown on the Final Plat. Removal of trees shall be subject to the approval of the Planning Commission.

5.9 The subdivider shall be required to institute measures as determined and directed by the Engineer to insure the prevention of wind and water erosion during and upon the completion of construction.

SECTION 6.0 SUBDIVISION DESIGN STANDARDS

The following improvements shall be installed in accord with the adopted engineering standards and specifications which can be obtained from the Administrator and the Engineer.

6.1 Street Plan

Streets shall be of sufficient width, suitably located and adequately constructed, to conform with the Comprehensive Plan; to accommodate the prospective traffic; afford access for fire fighting, snow removal and other road maintenance equipment; and shall be considered in their relationship to topographic conditions, to drainage and in their relationship to the proposed land uses to be served by such streets. The arrangement of streets shall be such as to cause no undue hardship to adjoining properties and shall be coordinated so as to comprise a convenient system.

6.1 (1) Street Arrangement

6.1 (1)a The arrangement of streets in the subdivision shall provide for the continuation of principal streets of adjoining subdivision and for proper protection of principal streets into adjoining properties which are not yet subdivided, in order to make possible necessary fire protection, movement of traffic and the construction or extension, presently or when later required, of needed utilities and public services such as sewer, water, and drainage.

6.1 (1)b Minor streets shall be arranged so that their use by through traffic will be discouraged.

6.1 (2) Blocks

6.1 (2)a The acreage within bounding streets shall be such as to accommodate the size of lots required in that area by the Zoning Ordinance and to provide for convenient access, circulation control and safety of street traffic.

6.1 (2)b Blocks shall not be less than 500 feet nor more than 1,320 feet in length. No block width shall be less than twice the normal lot depth, unless it abuts a railroad right-of-way, a limited access highway, a major or arterial street, a river or a park.

6.1 (2)c In blocks exceeding 900 feet in length, the Planning Commission may require a 20 foot wide fenced easement through the block to provide for the crossing of underground utilities and pedestrian traffic where needed or desirable and may further specify, at its discretion, that a 5 foot wide paved path be included.

6.1 (3) Street Alignments

6.1 (3)a Street jogs shall have a center line off-set of 150 feet or more when applied to minor streets or service streets, in all other cases they shall be prohibited.

6.1 (3)b All streets shall join each other so that for a distance of at least 100 feet the street is approximately at right angles to the street it joins.

6.1 (3)c When connecting street center lines deflect from each other at any one point by more than 10 degrees, they shall be connected by a curve with a radius of not less than 150 feet.

6.1 (4) Dead-End Streets

The creation of dead-end or loop residential streets will be encouraged wherever the Planning Commission finds that such type of development

will not interfere with normal traffic circulation in the area. In the case of dead-end streets, where needed or desirable, the Planning Commission may require the reservation of a 20 foot wide easement to provide for continuation of pedestrian traffic and utilities to the next street. Subdivisions containing 20 lots or more shall have at least 2 street connections with existing public streets, or streets shown on the Official Map, if such exists, or streets on an approved Final Plat for which a bond has been filed.

6.1 (5) Service Streets

Where a subdivision borders on or contains a railroad right-of-way or limited access highway right-of-way, existing or planned, the Planning Commission may require a street approximately parallel to and on each side of such right-of-way, at a distance suitable for the appropriate use of the intervening land (as for park purposes in residential districts, or for commercial or industrial purposes in appropriate districts). Such distances shall also be determined with due regard for the requirements of approach grades and future grade separations.

6.1 (6) Relation to Topography

The street plan of a proposed subdivision shall bear a logical relationship to the topography of the property, and all streets shall be arranged so as to obtain as many of the building sites as possible at or above the grade of the streets. Grades of streets shall conform as closely as possible to the original topography.

6.1 (7) Treatment Along Major Streets

When a subdivision abuts or contains an existing or proposed arterial or major street, the Planning Commission may require marginal access streets, reverse frontage with screen planting contained in a non-access reservation along the rear property line, deep lots with rear service alleys, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.

6.1 (8) Prohibited Plans

The following are prohibited and shall not be approved:
6.1 (8)a Half streets
6.1 (8)b Private streets unless part of an approved Planned Unit

Development, in which case the streets shall conform to the approved design criteria of the county.

6.1 (8)c Reserve strips controlling access to streets.

6.1 (8)d Intersections with more than four (4) corners.

6.2 Street Design

6.2 (1) Street Improvements: All streets shall be graded; and in areas served with water and sewer, the streets shall be improved by surfacing with concrete or plant mix bituminous and shall be provided with concrete curbs and gutters. Such grading and improvements shall be approved as to design and specifications by the Engineer. In areas not served by water and sewer, curbs and gutters may not be required; and streets may be of a suitable compacted gravel surface as approved by the Engineer.

6.2 (2) Street Widths: Streets shall have the following minimum dimensions:

Classification Pavement *	Right of Way
Arterial and Major	120 feet
Collector	80 feet
Minor	66 feet
Access	50 feet

* To be established prior to the adoption of this Ordinance.

Greater widths may be required depending upon anticipated traffic volumes, planned function of the street and character of planned abutting land use.

6.2 (3) Street Grades

6.2 (3)a Grades of all streets shall conform in general to the terrain, and shall not be less than 0.5 percent nor more than 5 percent for arterial or major streets, or 7 percent for collector streets, or 8 percent for minor streets in residential zones, 8 percent for access streets, but in no case more than 3 percent within 50 feet of any intersection.

6.2 (3)b All changes in grade shall be connected by vertical curves of such length and radius as meet with the approval of the Engineer so that clear visibility shall be provided for a safe distance. In no case shall the distance be less than 20 times the algebraic difference in the present of grade of the 2 adjacent slopes, measured in feet.

6.2 (4) Street Visibility

6.2 (4)a A combination of steep

grades and curves shall be avoided. In order to provide visibility for traffic safety, that portion of any corner lot (whether at an intersection entirely within the subdivision or of a new street with an existing street) shall be cleared of all growth (except isolated trees) and obstructions above the level 3 feet higher than the center line of the street for a distance of at least 30 feet from the right-of-way line. If directed, ground shall be excavated to achieve visibility.

6.2 (4)b Trees and hedges over 4 feet high shall not be permitted within 6 feet of the street right-of-way.

6.2 (5) Street Radii

6.2 (5)a Curves: Street lines within a block, deflecting from each other at any one point by more than 10 degrees, shall be connected with a curve, the radius of which for the center line of street shall not be less than 400 feet on arterial and major streets, 200 feet on minor streets, and in no case shall the connecting tangent of 2 curves be less than 100 feet.

6.2 (5)b Corners: All roadways at intersections shall be rounded by curves of at least 20 feet radius. Roadways of alley-street intersections shall be rounded by a radius of not less than 6 feet. The center lines of the intersecting streets shall be as near to 90 degrees as possible and in no case shall the intersection be less than 75 degrees.

6.2 (6) Dead-End Streets (Cul-de-Sacs): Where dead-end streets are designed they shall not exceed 500 feet in length, and shall terminate in a circular turn-around having a minimum right-of-way radius of 60 feet and a pavement radius of 50 feet. Corners at the entrances to the turn-around portions of cul-de-sacs shall have a radius of not less than 15 feet.

6.2 (7) Water Courses: Where a water course separates a proposed street from abutting property, provisions shall be made for access to all lots by means of culverts or other structures of design approved by the Engineer.

6.2 (8) Commercial Areas

6.2 (8)a In front of areas designed for commercial use, or where a change of zoning to a zone which permits commercial use is contemplated, the street width shall be increased by such amount on each side as may be

deemed necessary by the Planning Commission to assure the free flow of through traffic without interference by parked or parking vehicles, and to provide adequate and safe parking space for such commercial or business districts.

6.2 (8)b Paved rear service streets of not less than 30 feet in width, or in lieu thereof, adequate loading space, suitably surfaced, shall be provided in connection with lots designed for commercial use.

6.3 Street Names

6.3 (1) All street names shall be approved by the Planning Commission and shall conform to an established numbering and naming system if such a system exists.

6.3 (2) Proposed street names shall be substantially different so as not to be confused in sound or spelling with present names except that streets that join or are in alignment with streets of an abutting or neighboring subdivision shall bear the same name.

6.3 (3) No street shall change direction by more than 90 degrees without a change in the street name.

6.3 (4) The subdivider shall install street signs as required and approved by the Engineer.

6.4 Utilities (When Applicable)

6.4 (1) Water Utilities

6.4 (1)a Where connection with a public water system is feasible, that system shall be utilized and service shall be provided to each lot.

6.4 (1)b House service for water shall be of a type approved by the Engineer in conformance with adopted engineering practices.

6.4 (1)c All water mains shall be of a material and design approved by the Engineer and be located in the street right-of-way. Over-sized mains may be required with the additional costs to be borne by the subdivided lot.

6.4 (1)d When a public water system is not available, individual wells are permitted when in accordance with Section 6.4(8) of this Ordinance and an adopted well drilling ordinance.

6.4 (1)e Fire hydrants of a type approved by the Engineer shall be installed in accordance with adopted standards.

6.4 (2) Sanitary Sewer

6.4 (2)a Where connection with sanitary sewer trunk lines is feasible, the subdivider shall install approved

entire upstream drainage area, whether inside or outside the subdivision. The drainage shall be based on conditions of total potential Ordinance in the watershed. Oversized sewer lines may be required with the additional costs to be borne by the benefitted properties.

6.4 (4) Electrical

6.4 (4)a Electrical utilities whenever feasible, shall be installed underground and completed prior to street surfacing.

6.4 (4)b When overhead power lines are utilized, the poles shall be placed in a rear lot easement and positioned so as to provide individual service to each lot.

6.4 (5) Street Lighting: Street lighting shall be in conformance with standards and fixtures shall be installed after approval by the appropriate power company and the authorization of the Engineer.

6.4 (6) Gas: When natural gas is to be utilized, the lines shall be installed by the appropriate gas company and be completed prior to street surfacing.

6.4 (7) Telephone

6.4 (7)a Telephone facilities, whenever feasible, shall be installed underground and completed prior to street surfacing.

6.4 (7)b When overhead telephone lines are utilized, the pole shall be placed in a rear easement and positioned so as to provide individual service to each lot.

6.4 (8) On-Site Utilities

6.4 (8)a In areas which are not served by public water and sanitary sewer, no residential lot shall be developed unless it contains sufficient surface area for the existing sub-surface soil conditions so as to prevent possible pollution problems. Based upon percolation tests, the required lot size shall be increased in multiples of the minimum lot area for that zone, when public water and sanitary sewer is provided, until the lot size is adequate for the seepage rate.

6.4 (8)b All individual wells and septic tanks shall conform to the regulations set forth in ordinances adopted for their installation and shall be approved by the Engineer.

6.4 (8)c No installation of the distribution box of a septic tank shall

be located closer than 125 feet to a well.

6.4 (8)d Individual septic tanks shall be placed in the rear yard.

6.4 (8)e The required plumbing shall be provided to permit connection to sanitary sewer mains where they become available. Said plumbing shall be extended to a point 5 feet beyond the front or street side of the basement footing and capped. The vent elbow inside the basement shall be set-up to be easily reversed for connection to the capped line. The basement slab shall be scored for easy removal to include an area of 3 feet square.

6.4 (9) Easements

6.4 (9)a Easements of at least 20 feet wide, centered on rear and other lot lines as required, shall be provided for utilities where necessary. The easements shall have continuity of alignment from block to block; and at deflection points, easements for pole-line anchors shall be provided where necessary. Easements may be required along property lines from utility easements on rear lot lines to right-of-ways.

6.4 (9)b Easements shall be provided along each side of the center line of any water course or drainage channel whether or not shown in the Comprehensive Plan, to a sufficient width to provide proper maintenance and protection and to provide for water run-off and installation and maintenance of storm sewer.

6.4 (9)c Where a subdivision is traversed by a water course, drainage way, channel or stream, there shall be provided a storm water easement or drainage right-of-way as required by the Engineer, and in no case less than 20 feet in width.

6.4 (9)d Easements shall be dedicated for the required use.

6.5 Lots

6.5 (1) The lot arrangement shall be such that in constructing a building in compliance with the Zoning Ordinance, there will be no foreseeable difficulties for reasons of topography or other natural conditions. Lots should not be of such depth as to encourage the later creation of a second building lot at the front or rear.

6.5 (2) All side lines of a lot shall be at right angles to straight street lines and radial to curved street lines, unless a variance from this rule will give a

better street or lot plan.

6.5 (3) Permanent monuments meeting specifications approved by the Engineer as to size, type and installation, shall be set at such block corners, angle points, points of curves in streets and other points as the Engineer may require, including the corners and points of the subdivision, and their location shall be shown on the plat.

6.5 (4) The lot dimensions shall not be less than the minimum required to secure the minimum lot area specified in the Zoning Ordinance. Corner lots shall have extra width to permit appropriate building setbacks from both streets. Butt lots shall be platted at least 5 feet wider than the width of the interior lots; their use shall be avoided when possible. Through lots, when permitted, shall have additional depth of 10 feet for screen planting along the rear lot line. Remnants of lots below the minimum required size, left over after subdividing of a longer tract must be added to adjacent lot, or a plan shown as to future use rather than allowed to remain as unusable parcels.

6.5 (5) Lots abutting upon a watercourse, drainage way, channel, stream or water body shall have additional depth or width, as required to assure that house sites are not subject to flooding.

6.5 (6) In the subdividing of any land, regard shall be shown for all natural features, such as trees, watercourses and bodies, which if preserved will add attractiveness to the proposed development.

6.5 (7) Where a proposed plat is adjacent to a limited access highway, major highway or thoroughfare, there shall be no direct vehicular access from individual lots to such roads. A temporary entrance may be granted for single tracts until neighboring land is subdivided and the required access can be feasibly provided.

6.5 (8) Where lots are platted in excess of 1 acre, 200 feet in width at the building setback, a preliminary re-subdivision plan shall be submitted showing a potential and feasible way in which the lot or lots may be re-subdivided in the future, including the building placements.

6.6 Parks, Open-Space and Natural Features

6.6 (1) Where a proposed park,

playground or open-space shown on the Comprehensive Plan is located in whole or in part in a subdivision, the Planning Commission shall require that such area or areas be shown on plats in accordance with the requirements specified in this Section. Such area or areas shall be dedicated to the county by the subdivider if the county board approves such dedication.

6.6 (2) The Planning Commission shall require that plats show sites of a character, extent and location suitable for the development of a park, playground, or other recreation purposes. The Planning Commission may require that the developer satisfactorily grade any such recreation areas shown on the plat.

6.6 (3) In all new subdivision, 7 percent of the gross area shall be dedicated for public recreation space, school sites or other public use with such percentage being in addition to property dedicated for streets, alleys, easements, or other public ways. When a subdivision is too small for the practical dedication of public land or if no land in the subdivision is suitable for such use, the subdivider shall be required to pay a fee of \$50.00 per lot created or 10 percent of the land value prior to its subdivision (the market value shall be determined by utilization of assessment records and formulas that apply thereto).

6.7 Erosion and Sediment Control

6.7 (1) Measures used to control erosion and sediment shall as a minimum meet the standards and specifications of the Dodge County Soil and Water Conservation District. The following measures are effective in minimizing erosion and sedimentation and shall be included where applicable in the plat:

6.7 (1)a Stripping of vegetation, regrading, or other development shall be done in a way that will minimize erosion.

6.7 (1)b Development plans shall keep cut-fill operations to a minimum and ensure conformity with topography so as to create the least erosion potential.

6.7 (1)c Whenever feasible, natural vegetation shall be retained, protected and supplemented.

6.7 (1)d The disturbed area and the duration of exposure shall be kept

to a practical minimum.

6.7 (1)e Disturbed soils shall be stabilized as quickly as practicable.

6.7 (1)f Temporary vegetation and/or mulching shall be used to protect exposed critical areas during development.

6.7 (1)g The permanent (final) vegetation and structural erosion control measures shall be installed as soon as practical in the development.

6.7 (1)h Sediment in the runoff water shall be trapped by the use of debris basins, sediment basins, silt traps, or similar measures until the disturbed area is stabilized.

6.7 (2) Excavations, fills, and grading.

6.7 (2)a Cut and fill slopes shall not be steeper than 2:1 unless stabilized by a retaining wall or cribbing, except as approved by the Engineer when handled under special conditions.

6.7 (2)b Adequate provisions shall be made to prevent surface water from damaging the cut face of excavations or the sloping surfaces of fills.

6.7 (2)c Cut and fills shall not endanger adjoining property.

6.7 (2)d Fill shall be placed and compacted so as to minimize sliding or erosion of the soil.

6.7 (2)e Fills shall not encroach on natural water courses or constructed channels.

6.7 (2)f Grading will not be done in such a way so as to divert water onto the property of another landowner without the expressed consent of that landowner and the Planning Commission.

6.7 (2)g During grading operations, necessary measures for dust control will be exercised.

6.7 (2)h Grading equipment will not be allowed to cross live streams except by means of bridges or culverts.

SECTION 7.0 DOCUMENTS TO BE FILED

7.1 Application for Consideration

The Application for Consideration shall be designed by the Planning Commission, made available by the Administrator and shall contain the following information: date of application, name and signature of applicant, property location and owner, type, description and reasons for request, fee information, case number.

date for consideration, and chronology of application.

7.2 Sketch Plan

The Sketch Plan to be submitted, shall be based upon tax map information or some other similarly accurate base map at a scale of not less than 200 feet to the inch and which enables the entire tract to be shown on one street. The Sketch Plan shall show the following information:

7.2 (1) The location of that portion which is to be subdivided in relation to the entire tract, and the existing street pattern.

7.2 (2) All existing structures, wooded areas, streams and other significant physical features, within the portion to be subdivided and within 500 feet thereof. Topographic data shall also be indicated at intervals of not more than 2 feet and be based on the datum of the 5th General Adjustment of 1929.

7.2 (3) The name of the owner and of all adjoining property owners as disclosed by the most recent tax records.

7.2 (4) The tax map sheet, block and lot numbers, if available.

7.2 (5) All utilities available, and all streets which are either proposed, mapped, or built.

7.2 (6) The proposed pattern of lots (including lot width and depth), street layout, recreation areas, systems of drainage, sewerage, and water supply within the subdivided area.

7.2 (7) All existing restrictions on the use of land including easements, covenants, or zoning lines.

7.3 Planning Commission Recommendation

The following information shall be contained on all recommendations submitted by the Planning Commission: case number; date of consideration; name of petitioner; requested action; planning considerations; and recommendations of the Planning Commission.

7.4 Preliminary Plat

The following information shall be submitted for the consideration of a Preliminary Plat, and shall be either placed directly on the plat or be attached to the Plat.

The Preliminary Plat shall be on a sheet 20 inches wide and 30 inches long and shall be drawn to a scale of 1 inch equalling 100 feet. Where

necessary, the Preliminary Plat may be on several sheets provided they are numbered and a key map is presented on the sheets showing the entire subdivision.

7.4 (1) Identification: The date; northpoint; map scale; name and address of: owner, subdivider, surveyor, engineer and designer, including their license numbers and seals; the name of the subdivision and all subdivisions immediately adjacent; an abstractor's certificate indicating the names and addresses of property owners within 300 feet of the exterior boundary lines of the proposed plat.

7.4 (2) Description: An actual field survey of the boundary lines of the tract, giving complete descriptive data by bearings and distances, made and certified to by a licensed land surveyor. The corners of the tract shall also be located on the ground and marked by substantial monuments of such size and type as approved by the Engineer, and be referred and tied to the nearest ¼ section corner and shall be shown on the Preliminary Plat. Descriptions, reference ties and elevations of all bench marks. The total acreage of the subdivision and the proposed subdivision name, which shall not duplicate or be alike in pronunciation of any plat heretofore recorded. The Minnesota Coordinate System shall be used.

7.4 (3) Existing Conditions

7.4 (3)a Zoning District, including exact boundary lines of the district, if more than one district any proposed changes in the zoning district lines including dimensions and/or the zoning ordinance text applicable to the area to be subdivided.

7.4 (3)b Topographic data with a contour interval of not more than 2 feet and supplementals of 1 foot in extremely flat areas; the datum shall be of the 5th General Adjustment of 1929. Watercourses, lakes, marshes, wooded areas, rock outcrops, power transportation poles and line, gas lines, single trees with a diameter of 8 inches or more as measured 3 feet above the base of the trunk, and other significant existing features for the proposed subdivision and adjacent property.

7.4 (3)c The location, right-of-way width and names of existing or platted streets or other public ways. Parks and other public lands, permanent

buildings, and structures, easements, section and corporate lines within the subdivision and to a distance 100 feet beyond.

7.4 (3)d The location, size, grade and direction of flow of existing sewers, water mains, culverts, drains and underground facilities on the property and to a distance of 100 feet beyond. Such elevations and locations of catch basins, inverts, manholes, hydrants and street pavement widths and type.

7.4 (3)e When on-site sewer and water facilities are to be utilized, soil tests shall be required.

7.4 (4) Design Features: Layout of proposed streets, alleys, pedestrianways and easements showing right-of-way widths, gradients and proposed street names. Preliminary dimensions of lots and blocks with their layout numbers using consecutive numbering of all lots and blocks beginning with number 1 within the subdivision; out-lots shall be designated by alphabetical order beginning with "A". Areas intended to be dedicated or reserved for public use, including their size in acres. Number of residential lots, typical lot sizes plus information about all proposed uses within the subdivision. Minimum front and side building setback lines. Location, size and gradients of proposed sanitary sewers, storm sewers, water mains, and plans for surface drainage, flood control, erosion and sediment control.

7.4 (5) Development Proposals (When Applicable)

7.4 (5)a Plans and cross-sections showing the proposed location and type of street lighting standards, street trees, curbs, water mains, sanitary sewers, and storm drains, and the size and type thereof, the character, width and depth of pavements and sub-base, the location of manholes, basins and underground conduits.

7.4 (5)b The approximate location and size of all proposed water lines, valves, hydrants and sewer lines, and fire alarm boxes. Connection to existing lines or alternate means of water supply or sewer disposal and treatment as provided in public health standards. Profiles of all proposed water and sewer lines. Storm drainage plan indicating the approximate location and size of proposed lines and their profiles. Connection to existing

lines or alternate means of disposal. Preliminary designs of any bridges or culverts which may be required.

7.4 (5)c The width, location, grades and street profiles of all streets or public ways proposed by the developer in the subdivision.

7.4 (5)d All on-site sanitation and water supply facilities shall be designed to meet the minimum specification of the State Department of Health, and a note to this effect including an estimate of the costs such facilities shall be stated on the plat and signed by a licensed engineer.

7.4 (5)e All parcels of land proposed to be dedicated to public use and the conditions of such dedication. A copy of all proposed private restrictions.

7.4 (5)f An approximate grading plan if the natural contours are to be changed more than 2 feet.

7.4 (5)g If the application covers only a part of the subdivider's entire holding, a map of the entire tract, drawn at a scale of not less than 400 feet to the inch showing an outline of the platted area with its proposed streets and indication of the probable future street system with its grades and drainage in the remaining portion of the tract and the probable future drainage layout of the entire tract shall be submitted. The part of the subdivider's entire holding submitted shall be considered in the light of the entire holdings.

7.4 (5)h A plan for potential re-subdivision when large lots are utilized (in excess of 1 acre, 200 feet of width or over 200 feet of lot depth).

7.4 (5)i A plan for the control of erosion and sediment during and upon the completion of construction of the plat.

7.4 (6) Supplemental Informatic.

7.4 (6)a A notarized certification by the owner and by any mortgage hold of the property, of the adoption of the plat and the dedications required by this Ordinance.

7.4 (6)b A letter from concerned parties as requested by the Planning Commission may be required.

7.5 Final Plat

The Final Plat shall be on a sheet 20 inches wide and 30 inches long and shall be drawn to a scale of 1 inch equalling 100 feet. The Final Plat shall comply with the requirements of M.S.A.

505. Where necessary, the Final Plat may be on several sheets provided they are numbered and a key map is presented on the sheets showing the entire subdivision.

The Final Plat will have incorporated all changes or modifications required and in all other respects conform to the approved Preliminary Plat subject to M.S.A. 505. It may constitute only that portion of the approved Preliminary Plat which the subdivider proposed to record and develop, provided that such portion conforms with all the requirements of this Ordinance.

7.5 Supplemental Documents Required

7.5 (1) Certifications showing that all taxes and assessments due on the property to be subdivided have been paid in full.

7.5 (2) An attorney's opinion of title showing title or control of the property to be subdivided.

7.5 (3) A photo negative of the Final Plat at 1 inch equals 200 feet and 6 prints of same.

SECTION 8.0 SUBDIVISION ADMINISTRATION

8.1 Enforcing Officer:

This Ordinance shall be administered and enforced by an Administrator appointed by the County Board.

8.2 (1) The Administrator is charged with the enforcement of this Ordinance and the regulations contained therein.

8.2 (2) The Administrator shall receive and forward to the Planning Commission all applications, materials and information governed by the regulations contained in this Ordinance.

8.3 Variances and Waivers

Where the County Board and the Planning Commission find that extraordinary and unnecessary hardships may result from strict compliance with this Ordinance, it may vary the regulations so that the general intent may be preserved and the public interest protected; provided that such variations will not have the effect of nullifying the intent and purpose of the Comprehensive Plan, the Official Map, or the Zoning Ordinance.

8.3 (1) Where the County Board and the Planning Commission find that, due to the special circumstances of a

particular plat, the provision of certain required improvements is not requisite in the interest of the public health, safety and general welfare or is inappropriate because of inadequacy or lack of connecting facilities adjacent or in proximity to the proposed subdivision, it may waive such requirements subject to appropriate conditions.

8.3 (2) Application for a variance shall be made in writing by the subdivider when the Sketch Plan is filed for consideration by the Planning Commission, and shall state all facts relied upon by the applicant and be supplemented with maps, plans and other additional data. The plans for variances shall include such covenants and other provisions necessary to guarantee the full achievement of the plan.

8.3 (3) In the granting of variances with this Ordinance, the County Board and Planning Commission shall require such conditions as will, in its judgment, secure substantially the objectives of the standards or requirements so varied.

8.3 (4) Any variance granted shall be made by resolution and entered into the minutes setting forth the reasons which justified the resolution.

8.4 Variances Permitted

The following types of variances are permissible when, in the opinion of the County Board and the Planning Commission, the proposal conforms to the provisions in Section 8.4 of this Ordinance, is consistent with the intent and purpose of this Ordinance and that the proposed variance is not in conflict with the Comprehensive Plan, the Zoning Ordinance and any other ordinances which may be applicable.

8.4 (1) Exceptional Topography: A variance may be granted where the subdivider can show that by reason of exceptional topography or other physical conditions the strict compliance with this Ordinance would cause undue hardship on the enjoyment of a substantial property right.

8.4 (2) Complete Neighborhood: A variance may be granted in a case where a subdivision that is large enough to constitute a self-contained neighborhood provided the County Board receives adequate safeguards to assure the development is according to a plan.

8.4 (3) Planned Unit Development: To provide flexibility for new land planning and land development techniques and concepts, variances may be granted for Planned Unit Development. Complete and detailed plans shall be submitted showing the information required in Section 7.1 of this Ordinance with the addition of all proposed structures, uses, sidewalks, landscaping, off-street parking and other features and facilities.

8.4 (4) Small Subdivisions

8.4 (4)a For purposes of conveying title or securing building permits, Sections 4.0, 6.0, and 7.0 shall not apply to the division of 1 or more lots platted into lots and blocks and designated in a subdivision plat on file and of record in the office of the County Register of Deeds, into 1 or more separately described tracts, nor shall said ordinance apply to the consolidation of 2 or more such platted lots or parts thereof into 1 or more tracts, upon compliance with the following conditions:

8.4 (4)b The owner or owners of such platted lot or lots to be so divided shall file with the Administrator a proposed survey plat by registered land surveyor of the lot or lots to be divided or consolidated. Such plat or survey shall show the dimensions of said lots as measured upon the recorded plat, and also the proposed division thereof. A written description of the separately described tract or tracts which will result from the proposed subdivision or consolidation shall be filed with such plat or survey.

8.4 (4)c The separately described tract of land to be conveyed or proposed for building permit purposes by reason of such division or consolidation as described upon said proposed plat, shall not be less than the minimum dimensions required to secure the minimum lot area specified in the Zoning Ordinance.

8.4 (4)d As a result of such division or consolidation as herein authorized, no remaining part of an original subdivision lot shall become a separately described lot upon said proposed plat with a size less than the minimum dimensions required to secure the minimum lot area specified in the Zoning Ordinance.

8.4 (4)e Upon the application of an owner who shall have complied with

Section 8.4(4) of this Ordinance, the Administrator, subject only to other applicable ordinances, is authorized to issue the building permit requested on any separately described tract designated and set forth upon such proposed plat or survey.

8.5 Amendments to the Subdivision Ordinance

The procedure for amending this Ordinance is the same prescribed for its adoption.

8.6 Fees

The following fees shall be paid, by the subdivider, to the Administrator at the time of submission the required materials.

8.6 (1) Sketch Plan: There shall be no fee required upon the submission of the Sketch Plan.

8.6 (2) Preliminary Plat: A cash fee shall be paid in the amount of \$25.00 plus \$1.00 for each lot. This fee will be used for public expense in connection with the plat's consideration by the Planning Commission.

8.7 Penalties

Any subdivider who violates, omits, neglects or refuses to comply with the provisions or the enforcement of this Ordinance, or who sells, offers for sale or lease any lot or block of land which is in violation of this Ordinance, shall be guilty of a misdemeanor and subject to a fine not to exceed \$100.00 plus costs and/or be sentenced to jail for a period not to exceed 90 days; each lot in violation and each day of violation shall be deemed a separate offense.

SECTION 9.0 SEPARABILITY, REPEAL AND EFFECTIVE DATE

9.1 Separability

It is hereby declared to be the intention that the several provisions of this Ordinance are separable in accordance with the following:

9.1 (1) If any court of competent jurisdiction shall adjudge any provision of this Ordinance to be invalid, such judgment shall not affect any other provisions of this Ordinance and specifically included in said judgment.

9.1 (2) If any court of competent jurisdiction shall adjudge invalid the application of any provisions of this Ordinance to a particular property, building, or other structure, such judgment shall not affect the application of said provision to any other

property, building or structure not specifically included in said judgment.

9.2 Repeal

Section 8, entitled, "Interim Subdivision Regulations" of the "Interim Zoning and Platting Ordinance of Dodge County" adopted the 5th day of September, 1967, is hereby repealed.

9.3 Effective Date

Passed by the Dodge County Board

this 3rd day of March, 1971

Richard M. Halton
Chairman of the Board

(SEAL)

Attest:

Richard M. Halton
County Auditor

Approved as to form and legality:

Lawrence E. Caperton
County Attorney

Published in STAR RECORD

on 3-18, 1971

Filed with the Dodge County Register of Deeds

on 3-16, 1971

\$ 1,207.30

665.18 FEE

\$20. 11-115

State of Minnesota,

432.37 PLAN CHECK

CITY of KASSON

County of DODGE

109.75 SURCHARGE

Office of CITY CLERK

Building Permit

IN CONSIDERATION OF The statements and representations made by

ISD #204

in application therefore duly filed in this office, which application is hereby made a part hereof, PERMISSION IS HEREBY GRANTED To said

ISD #204

as owner

to BUILD

(build, erect, install, add to, alter, repair, move, wreck, as the case may be)

a building described as follows: kind of construction

TYPE VB CONST IRC-1 SFD W/ATT. GAR. & FIN. LOWER LEVEL AS PER SUBMITTALS(2006 IRC)

front or width in feet 64

side or length in feet 54

height in feet

number of stories 1

contents

cubic feet 3,024

square feet, upon that

tract of land described as follows: Lot 2

Block 2

plat or addition

KASSON MEADOWS 5TH SUBD./602 20TH ST. NE

which tract is of the size and area specified in said application.

This permit is granted upon the express conditions that said owner and his contractors, agents, workers and employees,

shall comply in all respects with the ordinances of the CITY

of KASSON

that it does not cover the use of public property, such as streets, sidewalks, alleys, etc., for which special permits must be secured; and that it does

not cover the following: ELECTRICAL WORK

(Electrical work, plumbing, heating, mechanical, carpentry, etc., if such there be.)

for which special permits must be secured.

Given under the hand of the BUILDING OFFICIAL of said CITY

and its corporate seal and

attested by its this

22ND

day of AUGUST

Year 2011

Attest:

BUILDING OFFICIAL

PERMIT AND INSPECTION RECORD

Site Address 602 S. W. 10th Ave Nature of Work New Const/Deck Permit No. KA13-45 Use of Building Residential Contractor self Owner Fred Helgerson Contractor License No. _____ Date Issued 4/25/13

DATE		INSPECTOR	DATE
Footing			
Poured Wall			
Backfill			
ROUGH-INS			
Plumbing - Below Ground			
Radon			
U.G./Infloor Heat			
Plumbing - Above Ground			
Electrical			
Heating			
Ventilation			
Framing			
Insulation (installation)			
Fireplace (installation)			
FINALS			
Plumbing			
Gas Line			
Heating/Ventilation			
Electrical			
Building			



1700 North Broadway • Suite 128
Rochester, MN 55906
507-282-8206 • FAX 281-0391

August 23, 2011

ISD 204 (K-M Schools), Owner

RE: Permit No.: KA11-115

The following items are conditions for permit issuance and strict compliance is mandatory.

1. Construction documents and a signed copy of the plan shall be kept at the site of the work, and open to inspection by the building inspector.
MN1300.0130 Subp. 6
2. Provide rafter certifications for trusses to be used displaying conformance with TPI 95 criteria for 35# live load design. Rafter certifications shall be on jobsite at time of framing inspection. Table R301.2(1)
3. Gas lines shall be properly tested and witnessed by the building inspector.
 - Equipment that is not to be included in the test shall be either disconnected from the piping or isolated by blanks, blind flanges, or caps. Flanged joints at which blinds are inserted to blank off other equipment during the test shall not be required to be tested. IFGC 406.3.2
 - Where the piping system is connected to equipment or components designed for operating pressures of less than the test pressure, such equipment or equipment components shall be isolated from the piping system by disconnecting them and capping the outlet(s). IFGC 406.3.3
 - The test pressure to be used shall be no less than one and one-half times the proposed maximum working pressure, but not less than 25 psig (172 kPa gauge), irrespective of design pressure. IFGC 406.4.1
 - Test duration shall be not less than one-half hour. IFGC 406.4.2
4. Installing underground and/or infloor heat requires a building permit. Call for inspection prior to pouring concrete. (If not on original plan, an additional permit is required)
5. Windows shall be installed and flashed in accordance with the manufacturer's written installation instructions. Manufacturer's written instructions shall be on jobsite at time of framing inspection. R613.1
6. All foundation walls shall be inspected prior to backfill for specific code requirements. 2007 MSBC R404 Foundations R405 Foundation Drainage R406 Foundation Waterproofing/dampproofing
7. Provide the required second exit out of the basement level. Exit may be an egress window or exterior door. R310.1

8. Provide exhaust fans in all bathrooms. R303.3
9. A 22" x 30" attic access panel with minimum of 30" headroom over opening is required. R807.1
10. When enclosed, area under steps to be covered with 1/2" gypsum board. This includes ceiling, walls and underside of steps. R311.2.2
11. Smoke alarms required in all areas leading to sleeping rooms and on all levels. R313
12. Provide ice dam protection on all roof edges. Protection shall extend from the eave's edge to a point at least 24" inside the exterior wall line. R905.2.7.1
13. Wall section on the front of the garage less than 2'-8" wide shall be braced wall panels. (see attached) R602.10.3/R602.10.6
14. Approved numbers or addresses shall be provided for all new buildings in such a position as to be plainly visible and legible from the street or road fronting the property. R321
15. **Flashing:** Approved corrosion resistant flashing shall be applied shingle fashion in such a manner as to prevent entry of water into the wall cavity or penetration of water to the building structure framing components. The flashing shall extend to the surface of the exterior wall finish. R703.8
16. An approved exterior wind wash barrier shall be installed. All penetrations and openings shall be sealed to prevent the intrusion of water and airborne moisture. N1102.4.4
17. An approved vapor/soil-gas retarder with joints lapped not less than 12" shall be placed between the concrete floor and the base course/gas permeable layer. The sheeting material shall cover the entire floor area and fit tightly around all penetrations. N1102.5.2/AF103.3
18. Radon Control: Installation of a passive subslab depressurization system, radon control system, to resist radon entry and prepare the building for post construction active radon mitigation is required. 1322.2103 Sec AF103
19. Provide rigid wind wash barrier/insulation dam at top plate between rafters per Minnesota Energy Code. N1102.4.4
20. All rim joist areas shall have a sealed air barrier. N1102.4.1
21. Interior air barrier: The building thermal envelope shall be continuously sealed. Areas of potential air leakage in the thermal envelope shall be caulked, gasketed, weather-stripped or otherwise sealed. This includes all plumbing, mechanical and electrical penetrations. N1102.4
22. All electrical, plumbing, mechanical, and other penetrations in the interior air barrier shall be sealed. N1102.4.1

delivering outdoor air to each habitable space by a forced air circulation system, separate duct system, individual inlets, or a passive opening. N1102.4.1

24. All recessed lighting shall have enclosures that are sealed or gasketed to prevent air leakage to the ceiling cavity or unconditioned space. N1102.4.3
25. Ledger boards shall be lagged to the building and all connections between the deck and building shall be flashed. R502.2.2
26. The garage shall be separated from the residence and its attic area by not less than 1/2" gypsum board applied to the garage side. Where the separation is a floor/ceiling assembly the supporting structure shall be protected by not less than 1/2" gypsum board. Garages beneath habitable rooms shall be separated by not less than 5/8" Type X gypsum board. R309.2
27. No openings are allowed in the fire barrier except for a service door which must be a 1-3/8" thick solid wood door or a solid or honeycomb core steel door not less than 1-3/8" thick or a 20 minute fire-rated door. R309.1
28. A monometer test on drain, waste and vent piping is required at final inspection. MPC4715.2820
29. Provide a treated bottom plate around the entire perimeter. R319
30. Provide 1/2" x 10" anchor bolts at 6' o/c maximum spacing with one bolt within 12" of the end of each piece of sill plate. R403.1.6/MN1309.0403
31. Roof assemblies subject to wind uplift pressures of 20 lbs. per square foot shall have rafter or truss ties provided at bearing locations. This includes the overhang. R802.11
32. REQUIREMENTS FOR ALL STAIRS:
 1. 36" minimum width
 2. 10" minimum tread
 3. Use 3 - 2 x 12 stringers
 4. Double joist around openings
 5. 34"-38" high continuous gripable handrail with ends returned to wall. R311.5.6.3.
 6. 7 1/4" maximum rise
 7. Minimum of 6'8" headroom
 8. Use Joist Hangers

Open risers are permitted, provided that the opening between treads does not permit the passage of a four inch (4") diameter sphere. R311.5.3.3

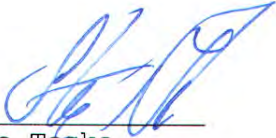
The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch. R311.5.3.1

Guards on stairs shall not be less than 34" in height measured vertically from the nosing of the treads. R312.1

Nothing four inches (4") or more in diameter shall pass through the guards R312.2

34. Carbon monoxide alarms shall be required in all single family homes and multi-family apartment units. General location requirements: within ten (10) feet of each sleeping room. MN Stat.299F.50
35. Foam plastic insulation is required to be covered with 1/2" gypsum or other approved material. R314.4 EXCEPTION: Foam plastic shall be permitted to be spray-applied to a sill plate and header (rim joist) without thermal barrier subject to all of the following: 1) The maximum thickness of the foam plastic shall not exceed 5-1/2" (139.5 mm). 2) The foam plastic shall have a flame spread index of 25 or less and an accompanying smoke developed index of 450 or less when tested in accordance with ASTM E84. R314.5.11
36. Any glazing closer than 24" to either edge of a door shall be safety glazed. R308.4
37. Distance to combustibles to be followed on manufacturer's specifications.
38. All fuel lines shall be of an approved material, properly sized for appliances that are to be served and installed according to the International Mechanical Code or manufacturer's installation specifications. IFGC403/MN1346.5403
39. All mechanical equipment shall be installed per manufacturer's listed specifications. Installation manual must be on site for inspection. IMC304.1
40. All sleeping rooms and basements shall have one window meeting egress standards, or an exterior door.
 - 20" minimum opening in width
 - 24" minimum opening in vertical dimension
 - 5.7 square foot of opening
 - 44" maximum sill height R310
41. Where walls of masonry of hollow units or masonry bonded hollow walls are decreased in thickness, a course of solid masonry shall be constructed between the wall below and the thinner wall above, or special units or construction shall be used to transmit the loads from face shells or wythes above to those below. R606.2.3
42. All footings to bear on undisturbed non-organic soil. R403.1
43. All wood in contact with concrete to be treated wood. R319
44. All glass in doors, atrium doors and sidelights to be Category II safety glass. R308.4
45. Attic ventilation: The total net free ventilation area shall not be less than 1 to 150 of the area of the space ventilated except that the total area is permitted to be reduced to 1 to 300, provided at least 50 percent and not more than 80 percent of the required ventilating area is provided by ventilators located in the upper portion of the space to be ventilated at least 3 feet above eave or cornice vents with the balance of required ventilation provided by eave or cornice vents. R806

46. All patio doors to remain locked and made inoperable if no deck is constructed with the structure.
47. A building certificate shall be posted in a permanently visible location inside the building. N1101.8. Certificate shall be posted at final building inspection.
48. Concrete block foundations to be rodged and core filled. Minimum standards to be grade 60 steel. Full depth basements or unequal backfilling will require greater reinforcement schedules. R404
49. Post the attached Inspection Record Card on the jobsite. MN State Bldg. Code 2003 Sec 1300.0210 Subp 3.
50. Every permit issued shall become invalid unless the work authorized by the permit is commenced within 180 days after its issuance, or if the work authorized by the permit is suspended or abandoned for a period of 180 days after the time the work is commenced. MN Rules 1300.0120
51. This structure must comply with all portions of the Minnesota State Building Code whether noted on this plan or omitted. Failure to note any detail(s) on the plan does not remove the builder from the responsibility of complying with the Building Code. Plan review was done in accordance with the current Minnesota Building Code. Plan review does not waive any additional code compliance issues found on site. MN1300



Steve Teske
Building Official

cc: City Official

POST THE ATTACHED PERMIT RECORD CARD ON JOB SITE
PLEASE CALL 24 HOURS IN ADVANCE FOR ALL INSPECTIONS

Statement date 02/04/15
Loan number 0343721858
Property address
602 20TH ST NE
KASSON MN 55944

Online
wellstar.com

Fax
1-866-273-1179

Telephone
1-833-222-0238

Correspondence:
PO Box 10335
Des Moines, IA 50306

Hours of operation
Mon - Fri 6 a.m. - 12 p.m.
Sat 8 a.m. - 2 p.m. CT

• Payments
PO Box 6423
Carol Stream, IL 60197

Purchase or refinance
1-866-867-3026

We accept telecommunications relay service calls.

Balance summary

Principal	\$303.31
Interest	\$670.73
Escrow	\$451.36
Current payment	\$1,425.40

Unpaid principal balance	\$189,381.78
Escrow balance	\$1,683.93
<i>(Contract Customer Service for your payoff balance)</i>	
Interest rate	4.250%
Maturity date	08/42

Year to date summary

Tota received*	\$2,850.80
Principal	\$633.42
Interest**	\$1,344.66
Escrow	\$892.72

*This total may include the Unapplied funds balance from the
Reserve fund in any section.

*This information should not be used for tax purposes. If you have tax related questions please consult your tax advisor.

Total payment due 03/01/15	\$1,425.40
After 03/15/15 a late charge may apply	\$48.70

Activity since your last statement

Date	Description	Total	Principal	Interest	Escrow	Other
07/03	Payment	\$1426.40	\$302.24	\$671.80	\$451.36	

Important messages

DISASTER PREPARATION

Our disaster assistance team is here to help if you are ever affected by a disaster such as a fire, flood, or storm. If needed, please contact a customer service representative at the number above.

Ready to buy your next home?

We're here to help you understand your home financing options, so you can make informed home financing decisions. Learn about our low down payment programs, financing options, and how we can help make buying your next home a rewarding experience. Call 1-866-418-3476, stop by your local branch, or visit wellsfargo.com/newhome.
Mention Code DMR7AF8.

TPA 5400002010584 ASK3



Please detach and return with your payment.

Loan number	
Current payment due	\$1,425.40
Total payment due 03/01/15	\$1,425.40
After 03/16/15 a late charge may apply	\$48.70

Check here and see reverse
for address correction.

FRED W HELGERSON
BARBARA A HELGERSON
25883 3000 200 1510589 0000 16 65407 400

WELLS FARGO HOME MORTGAGE
PO BOX 6423
CAROL STREAM IL 60197-6423




**WELLS
FARGO**

Return Mail Operations
PO Box 14411
Des Moines, IA 50306-3411

Statement date 12/10/13
Loan number 0343721858
Property address
602 20TH ST NE
KASSON MN 55944

Customer Service  Online
wellsfargo.com
 Fax
1-866-278-1179
 Telephone
1-800-222-0238
Correspondence
PO Box 10335
Des Moines, IA 50306
Hours of operation
Mon - Fri 6 a.m. - 10 p.m.
Sat 8 a.m. - 2 p.m. CT
Payments
PO Box 6423
Carol Stream IL 60197
Purchase or refinance
1-866-867-3026

We accept telecommunications relay service calls.

Summary

Payment (principal and/or interest, escrow)	\$1,335.78	Unpaid principal balance	\$193,517.46
		(Contact Customer Service for your payoff balance)	
Total payment due 01/01/14	\$1,335.78	Interest rate	4.250%
		Interest paid year-to-date	\$8,302.92
		Taxes paid year-to-date	\$1,984.00
		Escrow balance	\$136.07

Activity since your last statement

Date	Description	Total	Principal	Interest	Escrow	Other
12/10	Payment	\$1,335.78	\$287.65	\$686.39	\$361.74	

Important messages

Go paperless in time for tax time
Sign up or sign on by December 28, 2013 to get your 2013 tax documents online before they would arrive by mail. We'll send you an email alert as soon as they're available. Online tax documents have all the same information as the paper versions. The only difference is convenience. Go to wellsfargo.com/turnoffpaper.

Ready to buy your next home?

We're here to help you understand your home financing options, so you can make informed home financing decisions. Learn about our low down payment programs, financing options, and how we can help make buying your next home a rewarding experience. Visit your local home mortgage consultant today.

Energize with home improvements

Before making any major home improvement purchases, be sure to educate yourself on state, local, utility and federal incentives for renewable energy efficiency by visiting <http://energy.gov/savings>.

TRA13-S-000000/020088 ARQ/JR

Please detach and return with your payment.

Loan number	
Current monthly payment due	\$1,335.78
Total payment due 01/01/14	\$1,335.78
After 01/16/14 a late charge may apply	\$48.70


**WELLS
FARGO**

Check here and see
reverse for address
correction.

FRED W HELGERSON
BARBARA A HELGERSON
203410/000000/020088 0000 - ARC TR 936

WELLS FARGO HOME MORTGAGE
PO BOX 6423
CAROL STREAM IL 60197-6423



936 0343721858 2 10000133578013844801335780000000 000000012708514275 1



Return Mail Operations
PO Box 34411
Des Moines, IA 50306-3411

Statement date 12/10/14
Loan number 0343721858
Property address
602 20TH ST NE
KASSON MN 55944

Customer Service Online
wellsfargo.com
Fax 1-866-278-1179 Telephone 1-800-277-0838
Correspondence PO Box 10335 Des Moines, IA 50308 Hours of operation Mon - Fri 6 a.m. - 10 p.m. Sat 8 a.m. - 2 p.m. CT
Payments PO Box 6423 Carol Stream IL 60197 Purchase or refinance 1-866-867-8028

We accept telecommunications relay service calls.

FRED W HELGERSON
BARBARA A HELGERSON
602 20TH ST NE
KASSON, MN 55944-9470

Payment summary

Principal	\$301.18
Interest	\$672.86
Escrow	\$451.36
Current payment	\$1,425.40

Total payment due 01/01/15	\$1,425.40
After 01/16/15 a late charge may apply	\$48.70

Balance summary

Unpaid principal balance	\$189,985.20
Escrow balance	\$781.21
(Contact Customer Service for your payoff balance)	
Interest rate	4.250%
Maturity date	08/42

Year to date summary

Total received*	\$16,387.84
Principal	\$3,532.26
Interest**	\$8,156.22
Escrow	\$4,699.36

Taxes disbursed	\$3,208.00
Insurance disbursed	\$846.22

*This total may include the Unapplied funds balance from the Balance summary section.

**This information should not be used for tax purposes. If you have tax related questions please consult your tax advisor.

Activity since your last statement

Date	Description	Total	Principal	Interest	Escrow	Other
12/09	Payment	\$1,425.40	\$300.11	\$672.93	\$451.36	

Important messages

Ready to buy your next home?
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Mention Code DMR7AB1.

Go paperless in time for tax time
Sign up or sign on by December 28, 2014 to get your 2014 tax documents online. We'll send you an email alert as soon as they're available. Online tax documents have all the same information as paper versions. The only difference is convenience! Go to wellsfargo.com/turnoffpaper.

TRAK-S-0500000071121ASDT7



Please detach and return with your payments.

Loan number	
Current payment due	\$1,425.40
Total payment due 01/01/15	\$1,425.40
After 01/16/15 a late charge may apply	\$48.70

Check here and see reverse
for address correction.

FRED W HELGERSON
BARBARA A HELGERSON
15527-00000010311210000 1 ASPT3948

WELLS FARGO HOME MORTGAGE
PO BOX 6423
CAROL STREAM IL 60197-6423



936 0343721858 2 10000142540014741001425400000000 000000015732554697 2

BEFORE THE MUNICIPAL BOARD

OF THE STATE OF MINNESOTA

Robert J. Ferderer	Chair
Lea De Souza Speeter	Vice Chair
Paul B. Double	Vice Chair

IN THE MATTER OF THE ORDERLY ANNEXATION)	
AGREEMENT BETWEEN THE CITY OF KASSON)	<u>ORDER</u>
AND THE TOWN OF MANTORVILLE PURSUANT TO)	
MINNESOTA STATUTES 414)	

WHEREAS, a joint resolution for orderly annexation was adopted by the City of Kasson and the Town of Mantorville; and

WHEREAS, said joint resolution requests that certain property be annexed to the City of Kasson pursuant to M.S. 414.0325, Subd. 1; and

WHEREAS, M.S. 414.0325 states that in certain circumstances the Minnesota Municipal Board may review and comment, but shall within 30 days order the annexation of land pursuant to said subdivision; and

WHEREAS, on September 1, 1995, the Minnesota Municipal Board has reviewed and accepted the resolution for orderly annexation;

IT IS HEREBY ORDERED: That the following described property is hereby annexed to the City of Kasson, Minnesota, the same as if it had originally been made a part thereof:

PARCEL B:

A part of the Southeast Quarter of Section 28, Township 107 North, Range 16 West, Dodge County, Minnesota, described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 28; thence South 90 degrees 00 minutes 00 seconds West (Note: all bearings are in relationship with the north line of said Southeast Quarter which is assumed) along the north line of said Southeast Quarter for a distance of 1311.00 feet; thence South 00 degrees 00 minutes 00 seconds East, at right angles, for a distance of 342.00 feet to the POINT OF BEGINNING of PARCEL 'B'; thence continue South 00 degrees 00 minutes 00 seconds East for a distance of 1308.00 feet to the south line of the North 100 Acres of said Southeast Quarter; thence South 90 degrees 00 minutes 00 seconds West

Helgersen 000431

along said South line for a distance of 781.28 feet to the east line of Westphal's Addition to Kasson; thence North 00 degrees 03 minutes 56 seconds West along said east line for a distance of 1063.20 feet to the northeast corner of said Westphal's Addition, said point also being in the south line of Swenke's First Subdivision; thence South 89 degrees 52 minutes 26 seconds East along the south line of said Swenke's First Subdivision for a distance of 383.43 feet to the southeast corner of said Subdivision; thence North 00 degrees 00 minutes 00 seconds West along the east line of said Subdivision for a distance of 349.64 feet; thence North 90 degrees 00 minutes 00 seconds East for a distance of 164.00 feet; thence South 00 degrees 00 minutes 00 seconds East for a distance of 104.00 feet; thence North 90 degrees 00 minutes 00 seconds East for a distance of 235.07 feet to the POINT OF BEGINNING. Said PARCEL 'B' contains 21.72 Acres, more or less. Said PARCEL 'B' is subject to a 20 foot wide Utility Easement described as follows:

The permanent utility easement hereby granted and conveyed covers the following described land in Dodge County, Minnesota, to-wit:

A 20.00 easement for the construction, maintenance and operation of a public watermain located over part of the Northeast Quarter of the Northeast Quarter of Section 33 and over part of the Southeast Quarter of the Southeast Quarter and of the North One-Half of the Southeast Quarter of Section 28, Dodge County, Minnesota. Said easement extends 10.00 feet to the left and to the right of the following described center line:

Commencing at the southwest corner of the Southeast Quarter of said Section 28; thence S89 degrees 54'23"E, assumed bearing, along the south line of said Southeast Quarter, 1627.00 feet for a point of beginning of the center line to be described; thence S00 degrees 16'22"E, 329.24 feet more or less to the center line of 7th Street N.E. and there terminating. Thence return to the aforesaid point of beginning; thence N00 degrees 16'22"W, parallel with the west line of said Southeast Quarter, 1006.00 feet to a point being 1628.00 feet south of the north line of said Southeast Quarter; thence S89 degrees 52'46"W, parallel with the north line of said Southeast Quarter, 1097.80 feet to the east line of Westphal's First Subdivision and there terminating.

Said PARCEL 'B' is also subject to the following Natural Gas Line Easement:

Natural Gas Line Easement description for Northern Natural Gas, Kasson, MN. office. (East-West 10" Gas Line)

A 70 foot wide Natural Gas Line Easement, being 35 feet on each side of the following described centerline: A part of the North 100 Acres of the Southeast Quarter of Section 28, T107N, R16W, Dodge County, Minnesota, and commencing at the northeast corner of the Southeast Quarter of said Section 28; thence South 00 degrees 16 minutes 47 seconds East (Note: all bearings are in relationship with the north line of said Southeast Quarter which is assumed to be North 90 degrees 00 minutes 00 seconds East) along the east line of said Southeast Quarter for a distance of 694.00 feet to the POINT OF BEGINNING of said Gas Line Easement; thence North 89 degrees 29 minutes 13 seconds West for a distance of 2096.87 feet

to the east line of WESTPHAL'S ADDITION to the City of Kasson and there terminating. The sidelines of said 70 foot wide Easement are to be lengthened or shortened to terminate at the described Section and Addition lines. Said Centerline follows near existing Gas Line.

Also a Natural Gas Line Easement description for Northern Natural Gas, Kasson, Mn. office. (North-South 2" Gas Line)

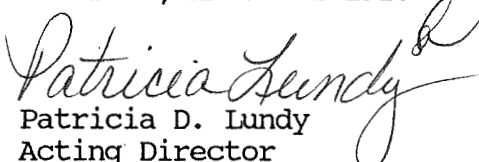
A 70 foot wide Easement for the southern portion of this Easement and a 35 foot wide Easement on the Easterly side and a varying width easement on the westerly side to coincide with the East Line of SWENKE'S FIRST SUBDIVISION in which is platted a 25 foot wide Utility Easement for the use of this Natural Gas Line and other Utilities, the centerline of said Easement is described as follows:

A part of the North 100 Acres of the Southeast Quarter of Section 28, Township 107 North, Range 16 West, Dodge County, Minnesota, and commencing at the northeast corner of the Southeast Quarter of said Section 28; thence South 00 degrees 16 minutes 47 seconds East (Note: all bearings are in relationship with the north line of said Southeast Quarter which is assumed to be North 90 degrees 00 minutes 00 seconds East) along the east line of said Southeast Quarter for a distance of 694.00 feet; thence North 89 degrees 29 minutes 13 seconds West for a distance of 1701.82 feet to the POINT OF BEGINNING of said North-South Easement; thence North 02 degrees 55 minutes 59 seconds West for a distance of 91.41 feet to the easterly extension of the south line of Swenke's First Subdivision and the northerly end of the 35 foot width on the westerly side of this described centerline; thence continue North 02 degrees 55 minutes 59 seconds West for a distance of 137.35 feet to the point of intersection of this centerline and the east line of Swenke's First Subdivision; thence North 00 degrees 00 minutes 00 seconds East along the east line of said Subdivision for a distance of 212.29 feet to a line which is 238.00 feet south of the north line of said Southeast Quarter and there terminating. Said Easement centerline follows near the existing gas line as marked.

IT IS FURTHER ORDERED: That the effective date of this order is
September 1, 1995.

Dated this 1st day of September, 1995.

MINNESOTA MUNICIPAL BOARD
Suite 475 McColl Building
366 Jackson Street
St. Paul, MN 55101-1925


Patricia D. Lundy
Acting Director



DODGE COUNTY
Finance
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215
507-635-6239
www.co.dodge.mn.us

Property Tax Statement for Taxes Payable in 2012

Save for future reference

BILL: 13008

Property ID#: R 24.364.2002

Taxpayer: ID#: 3904

INDEPENDENT SCHOOL DIST 204

101 16TH ST NE
KASSON MN 55944



REFUNDS?

*You may be eligible for one or even two
refunds to reduce your property tax.
Read the back of this statement to find
out how to apply.*

Description:

Sect-28 Twp-107 Range-016
Lot-002 Block-002

KASSON MEADOWS 5TH SUBD

602 20TH ST NE
KASSON

MN

PROPERTY TAX VALUES & CLASSIFICATION		
Taxes Payable Year:	2011	2012
Estimated Market Value:	43,300	43,300
Improvements Excluded:		
Homestead Exclusion:		
New Improvements/ Expired Exclusions:		
Taxable Market Value:	24,700	30,900
Property Classification:	RES NH 4B	RES NH 4B

Taxes Payable Year:		2011	2012
1.	Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.		<input type="checkbox"/>
2.	Use these amounts on form M1PR to see if you are eligible for a special refund.		
Property Tax and Credits			
3.	Property taxes before credits.	450.00	610.00
4.	Credits that reduce your property tax		
	A. Agricultural Market Value Credits		
	B. Other Credits		
5.	Property taxes after credits	450.00	610.00
Property Tax by Jurisdiction			
6.	County DODGE COUNTY	144.01	191.96
7.	City or Town KASSON CITY	173.61	252.56
8.	State General Tax		
9.	School District 0204	99.84	127.70
	A. Voter approved levies	32.54	37.78
	B. Other local levies		
	A.		
	B.		
	C.		
	D.		
10.	Special Taxing Districts		
11.	Non-school voter approved referenda levies		
12.	Total property tax before special assessments	450.00	610.00
Special Assessments on Your Property			
13.	Special assessments Principal Interest		
14.	YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	450.00	610.00

**FIRST HALF DUE
SECOND HALF DUE**

PAYABLE 2012 2nd HALF PAYMENT STUB

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION.

TO AVOID PENALTY PAY ON OR BEFORE: OCTOBER 15

☐ If your address has changed please check this box
and show the change on the back of this stub.

Property ID#: R 24.364.2002

TAX BILL #: 13008

ID:

Taxpayer: 3904

INDEPENDENT SCHOOL DIST 204

101 16TH ST NE
KASSON MN 55944

RE TAX

RES NH 4B

SECOND 1/2 TAX AMOUNT DUE:	305.00
----------------------------	--------

PENALTY:

TOTAL:

MAKE CHECKS PAYABLE & MAIL TO:

Dodge County
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215



No Receipt sent. Your cancelled check is proof of payment. Do not send postdated checks.

↑
DETACH HERE AND RETURN THIS STUB
WITH YOUR SECOND HALF PAYMENT.
DO NOT STAPLE

PAYABLE 2012 1st HALF PAYMENT STUB

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION.

TO AVOID PENALTY PAY ON OR BEFORE: MAY 15

☐ If your address has changed please check this box
and show the change on the back of this stub.

Property ID#: R 24.364.2002

TAX BILL #: 13008

ID:

Taxpayer:

3904

INDEPENDENT SCHOOL DIST 204

101 16TH ST NE
KASSON MN 55944

RE TAX

RES NH 4B

FULL TAX AMOUNT:	610.00
------------------	--------

FIRST 1/2 TAX AMOUNT DUE:	305.00
---------------------------	--------

PENALTY:

TOTAL:

MAKE CHECKS PAYABLE & MAIL TO:

Dodge County
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215



No Receipt sent. Your cancelled check is proof of payment. Do not send postdated checks.

↑
DETACH HERE AND RETURN THIS STUB
WITH YOUR FIRST HALF PAYMENT.
DO NOT STAPLE



DODGE COUNTY
Finance
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215
507-635-6239
www.co.dodge.mn.us

Property Tax Statement for Taxes Payable in 2013

Save for future reference

Description:

Sect-28 Twp-107 Range-016
Lot-002 Block-002

KASSON MEADOWS 5TH SUBD

BILL: 13008

Property ID#: R 24.364.2002

Taxpayer: ID#: 23373

FRED W HELGERSON
BARBARA J HELGERSON
602 20TH ST NE
KASSON MN 55944

602 20TH ST NE
KASSON

MN

PROPERTY TAX VALUES & CLASSIFICATION

Taxes Payable Year:	2012	2013
Estimated Market Value:	43,300	139,700
Improvements Excluded:		
Homestead Exclusion:		24,700
New Improvements/ Expired Exclusions:		100,700
Taxable Market Value:	30,900	115,000
Property Classification:	RES NH 4B	RES HMSTD



REFUNDS?

*You may be eligible for one or even two
refunds to reduce your property tax.
Read the back of this statement to find
out how to apply.*

Taxes Payable Year:

2012

2013

- Use this amount on Form M1PR to see if you are eligible for a property tax refund.
File by August 15. **If this box is checked, you owe delinquent taxes and are not eligible.** ☐
- Use these amounts on form M1PR to see if you are eligible for a special refund.

Property Tax and Credits

- Property taxes before credits.
- Credits that reduce your property tax

610.00

1,960.00

- Agricultural Market Value Credits
- Other Credits

610.00

1,960.00

5. Property taxes after credits

Property Tax by Jurisdiction

- County DODGE COUNTY
- City or Town KASSON CITY
- State General Tax
- School District 0204

191.96

544.91

252.56

871.63

- Voter approved levies
- Other local levies

127.70

418.85

37.78

124.61

- Special Taxing Districts

-
-
-
-

- Non-school voter approved referenda levies
- Total property tax before special assessments

610.00

1,960.00

Special Assessments on Your Property

- Special assessments
2013 RECYCL Principal 24.00 Interest

24.00

24.00

14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS

610.00

1,984.00

FIRST HALF DUE
SECOND HALF DUE

PAYABLE 2013 2nd HALF PAYMENT STUB

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION.

TO AVOID PENALTY

PAY ON OR BEFORE: OCTOBER 15

Property ID#: R 24.364.2002

TAX BILL #: 13008

ID: 23373

Taxpayer:

FRED W HELGERSON
BARBARA J HELGERSON
602 20TH ST NE
KASSON MN 55944

9010001 WELLS FARGO REAL EST TAX SERV
RE TAX

RES HMSTD

☐ If your address has changed please check this box
and show the change on the back of this stub.

SECOND 1/2 TAX AMOUNT DUE: 992.00

PENALTY:

TOTAL:

MAKE CHECKS PAYABLE & MAIL TO:

Dodge County
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215



No Receipt sent. Your cancelled check is proof of payment. Do not send postdated checks.

DETACH HERE AND RETURN THIS STUB
WITH YOUR SECOND HALF PAYMENT.
DO NOT STAPLE

PAYABLE 2013 1st HALF PAYMENT STUB

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION.

TO AVOID PENALTY

PAY ON OR BEFORE: MAY 15

Property ID#: R 24.364.2002

TAX BILL #: 13008

ID: 23373

Taxpayer:

FRED W HELGERSON
BARBARA J HELGERSON
602 20TH ST NE
KASSON MN 55944

9010001 WELLS FARGO REAL EST TAX SERV
RE TAX

RES HMSTD

☐ If your address has changed please check this box
and show the change on the back of this stub.

FULL TAX AMOUNT: 1,984.00

FIRST 1/2 TAX AMOUNT DUE: 992.00

PENALTY:

TOTAL:

MAKE CHECKS PAYABLE & MAIL TO:

Dodge County
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215



No Receipt sent. Your cancelled check is proof of payment. Do not send postdated checks.

DETACH HERE AND RETURN THIS STUB
WITH YOUR FIRST HALF PAYMENT.
DO NOT STAPLE



DODGE COUNTY
Finance
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215
507-635-6239
www.co.dodge.mn.us

BILL: 13008

Property ID#: R 24.364.2002

Taxpayer:

FRED W HELGERSON
BARBARA J HELGERSON
602 20TH ST NE
KASSON MN 55944

TAXPAYER ID: 23373

Description:

9010001
Sect-28 Twp-107 Range-016
Lot-002 Block-002

WELLS FARGO REAL EST TAX SERV
KASSON MEADOWS 5TH SUBD

602 20TH ST NE

KASSON

MN

2014 Property Tax Statement

VALUES AND CLASSIFICATION			
Step 1	Taxes Payable Year:		
		2013	2014
	Estimated Market Value:	139,700	210,800
	Improvements Excluded:		
	Homestead Exclusion:	24,700	18,300
	Taxable Market Value:	115,000	192,500
	New Improvements/ Expired Exclusions:	100,700	75,700
	Property Classification:	RES HMSTD	RES HMSTD
<i>Sent in March 2013</i>			
Step 2	PROPOSED TAX		
	Proposed Tax:		3,244.00
<i>Sent in November 2013</i>			
Step 3	PROPERTY TAX STATEMENT		
	First-half Taxes:	1,604.00	
	Second-half Taxes:	1,604.00	
	Total Taxes Due in 2014:	3,208.00	

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REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax.
Read the back of this statement to find out how to apply.

Taxes Payable Year:

		2013	2014
1.	Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. <input type="checkbox"/>		\$ 3,184.00
2.	Use these amounts on Form M1PR to see if you are eligible for a special refund.	\$ 1,960.00	
Property Tax and Credits			
3.	Property taxes before credits.	\$ 1,960.00	\$ 3,184.00
4.	Credits that reduce your property tax		
	A. Agriculture Market Value Credits		
	B. Other Credits	1,960.00	3,184.00
5.	Property taxes after credits		
Property Tax by Jurisdiction			
6.	County DODGE COUNTY	\$ 544.91	\$ 799.38
		871.63	1,524.27
7.	City or Town KASSON CITY		
8.	State General Tax 0204		
9.	School District		
	A. Voter approved levies	418.85	539.42
	B. Other local levies	124.61	320.93
10.	Special Taxing Districts		
	A.		
	B.		
	C.		
	D.		
11.	Non-school voter approved referenda levies		
12.	Total property tax before special assessments	\$ 1,960.00	\$ 3,184.00
Special Assessments on Your Property			
13.	Special assessments		
	RECYCLING F	24.00	24.00
	Principal: 24.00	Interest: 24.00	24.00
14.	YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	\$ 1,984.00	\$ 3,208.00

\$

PAYABLE 2014 2nd HALF PAYMENT STUB

OCTOBER 15

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R 24.364.2002

13008

RES HMSTD

23373

Per M.S. 279.01 your tax was fully paid 1st half.

FRED W HELGERSON
BARBARA J HELGERSON
602 20TH ST NE
KASSON MN 55944

9010001

WELLS FARGO REAL EST TAX SERV

SECOND 1/2 TAX AMOUNT DUE:	1,604.00
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PENALTY:

TOTAL:

MAKE CHECKS PAYABLE & MAIL TO:

Dodge County
22 6th Street East, Dept. 45
Mantorville, MN 55955-2215



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DETACH HERE AND RETURN THIS STUB
WITH YOUR SECOND HALF PAYMENT.
DO NOT STAPLE

PAYABLE 2014 1st HALF PAYMENT STUB

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION.

TO AVOID PENALTY PAY ON OR BEFORE:

MAY 15

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and show the change on the back of this stub.

Property ID #: R 24.364.2002

Bill#: 13008

Taxpayer: 23373

RES HMSTD

FRED W HELGERSON
BARBARA J HELGERSON
602 20TH ST NE
KASSON MN 55944

9010001

WELLS FARGO REAL EST TAX SERV

FULL TAX AMOUNT:	\$ 3,208.00
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FIRST 1/2 TAX AMOUNT DUE:	\$ 1,604.00
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PENALTY:

TOTAL:

MAKE CHECKS PAYABLE & MAIL TO:

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22 6th Street East, Dept. 45
Mantorville, MN 55955-2215



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