

An Ordinance of Supplemental Appropriation and Budget Revision for the Administration and Natural Resources Departments for the Fiscal Year ending September 30, 2016.

The District I Representative introduced the following Bill on the 15<sup>th</sup> day of September, 2016.

Preamble

It is enacted by the Band Assembly of the Mille Lacs Band of Ojibwe for the purpose of appropriating and authorizing expenditures and Budget Revision for the Administration and Natural Resources Departments for the Fiscal Year ending September 30, 2016.

Title I

Section 1: Governmental Operations. The Band Assembly hereby appropriates and authorizes expenditures and Budget Revision for the Administration and Natural Resources Departments for the Fiscal Year ending September 30, 2016.

Section 1.01: Amendment to Section 1.02. The Band Assembly hereby appropriates and authorizes the expenditures of: Sixty thousand dollars and no cents (\$60,000.00) for BIA Circle of Flight 250-536 of FY16 Grant Funds as submitted; Nine thousand dollars and no cents (\$9,000.00) for Real Estate 250-595 of FY16 Permanent Initiative Funds to support a purchase of a .28 acre lot in Port Mille Lacs; Seventy-three thousand dollars and no cents (\$73,000.00) for Real Estate 250-595 of FY16 Permanent Initiative Funds to support the purchase of a 36.90 acre lot located at 36271 190<sup>th</sup> Avenue in McGregor under **Natural Resources** which amends the **Total Fiscal Year 2016 Mille Lacs Band Tribal Operations** to read: Three hundred fifty-one million one hundred seventy-nine thousand three hundred forty-three dollars and five cents (\$351,179,343.05).

Section 1.02: The Band Assembly hereby appropriates and authorizes the expenditures of supplemental programmatic funds for the following:

<u><b>Tribal Operation Fiscal Year 2016</b></u>	<u><b>Supplemental</b></u>	<u><b>Total Amended Amount</b></u>
<b>Natural Resources</b>		
BIA Circle of Flight 250-536 of FY16 Grant Funds	\$60,000.00	
Real Estate 250-595 of FY16 Permanent Initiative Funds	\$9,000.00	
Real Estate 250-595 of FY16 Permanent Initiative Funds	\$73,000.00	<b>\$8,263,065.41</b>
<b>Total Permanent Initiative Funds for Fiscal Year 2016</b>		<b>\$46,597,655.36</b>

**Total Grant Funds for Fiscal Year 2016**

**\$51,454,984.86**

**Total Operational for Fiscal Year 2016**

**\$351,179,343.05**

Section 1.03: The Band Assembly hereby authorizes the budget revision of programmatic funds for the following:

FY2016 Administration: budget transfer from State MA&FS to DOL to cover budget shortages:

**State MA&FS 280-638**

**(\$120,000.00) to**

DOL 280-676

**\$120,000.00**

Section 1.04: All funds appropriated for federal, state and private grant funds shall be appropriated to align with the grant term so as to automatically carry-over to the next Fiscal Year if appropriated funds remain and if the grant is not completed within Fiscal Year 2016. If, for any reason, the grant term runs over the original end date causing costs to exceed the original appropriated amount, the Band Assembly must be notified so as to take appropriate action. In addition, Band Assembly hereby appropriates and authorizes the expenditure of all federal, state and private grant funds only after receipt by Band Assembly, of signed award letter from grantor agency.

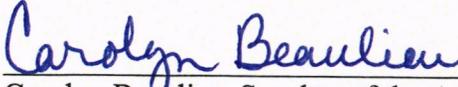
Section 1.05: The Band Assembly hereby authorizes Commissioners to approve budgetary revisions within programs up to **\$10,000.00** provided that the revisions are allowable under grant provisions, if applicable and that sufficient funds are available for the revision. For revisions over **\$10,000.00**, the Band Assembly hereby authorizes the Administration Policy Board to approve budget revisions within programs of up to 50% of the total program's budget within a given budget line if the program is under **\$100,000.00** and up to 20% if the program is **\$100,000.00** or greater.

All funds appropriated are maximum fund amounts and shall not be exceeded.

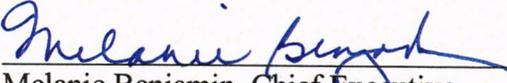
Ordinance 55-16  
(Band Assembly Bill 17-02-55-16)

Introduced to the Band Assembly on this  
Fifteenth day of September in the year  
Two thousand sixteen.

Passed by the Band Assembly on this  
Fifteenth day of September in the year  
Two thousand sixteen.

  
\_\_\_\_\_  
Carolyn Beaulieu, Speaker of the Assembly

APPROVED  
Date: September 16, 2016

  
\_\_\_\_\_  
Melanie Benjamin, Chief Executive

  
**OFFICIAL SEAL OF THE BAND**

Band Assembly Bill 17-02-55-16

A Bill of Supplemental Appropriation and Budget Revision for the Administration and Natural Resources Departments for the Fiscal Year ending September 30, 2016.

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<b>Total Permanent Initiative Funds for Fiscal Year 2016</b>		<b>\$46,597,655.36</b>



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# MEMORANDUM

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**TO:** CATHERINE COLSRUD, COMMISSIONER OF ADMINISTRATION  
**FROM:** DARCIÉ BIG BEAR, BAND ASSEMBLY CLERK   
**SUBJECT:** APB 08.24.16 APPROPRIATION FOR REAL ESTATE  
**DATE:** SEPTEMBER 16, 2016  
**CC:** FILE, SUSAN KLAPEL, LISA JOHNSON



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On Thursday, September 15, 2016, Band Assembly formally denied the \$230,000.00 appropriation request of Permanent Initiative Funds for the purchase of a .28 acre lot located in the Port Mille Lacs area.

**ADMINISTRATION POLICY BOARD  
REGULAR MEETING  
AUGUST 24, 2016 – BAND ASSEMBLY  
DISTRICT 1 GOVERNMENT CENTER UPSTAIRS MEDIA ROOM**

The Commissioner of Administration called the meeting to order at 11:27 a.m.

**MEMBERS PRESENT**

Catherine Colsrud, Commissioner of Administration  
Michele Palomaki, Assistant Commissioner of Administration  
Percy Benjamin, Commissioner of Community Development  
Edward Minnema, Commissioner of Education

**MEMBERS ABSENT**

Samuel Moose, Commissioner of Health & Human Services, approved leave  
Commissioner of Natural Resources, vacant

**QUORUM PRESENT**

**OTHERS PRESENT**

Christopher Gahbow, Deputy Assistant  
Susan Klapel, Executive Director of Natural Resources (arrived 11:27 a.m.)  
Cyrilla Bauer, Human Resources Director  
Angel Oehrlein, Executive Assistant of Administration

**Approval of Agenda**

The Assistant Commissioner of Administration made a motion to approve the August 24, 2016, Administration Policy Board for Band Assembly agenda with addition of appropriation request as submitted. The Commissioner of Community Development seconded the motion.  
(attachment #1)

**ROLL CALL VOTE**

Michele Palomaki            --Aye  
Percy Benjamin             --Aye  
Edward Minnema            --Aye

3- For            0- Against            0- Silent            Motion Carried

**Contracts**

The Commissioner of Community Development made a motion to approve the following contracts:

**Community Development**

**Jack's Construction - \$745,900.00 – to provide materials and labor for the construction of four (4) new rental homes in the Zhingwaak Oodena Phase II Development in Hinckley as submitted (attachment #2)**

**Dirt Doctor, Inc. - \$33,950.00 – to provide materials and labor for replacement of onsite septic system in McGregor with IHS funding as submitted (attachment #3)**

- Kowalczyk Gravel, Inc. - \$26,000.00 – to provide materials and labor for installation of an onsite septic system in Onamia with IHS funding as submitted (attachment #4)**
- Degerstrom & Sons Construction – addendum #3 to record changes made to the work scope for renovating a rental in D1 with total contract amount of \$54,349.00 as submitted (attachment #5)**
- Double D Construction - \$175,931.00 – to provide materials and labor for construction of a two-bedroom rental in Port Mille Lacs as submitted (attachment #6)**

The Assistant Commissioner of Administration seconded the motion.

**The Commissioner of Administration asked about the high amount for the septic systems. The Commissioner of Community Development stated increased cost is generally related to soil issues of the area. He also stated the four rentals in D3 are the last of construction for this year in that area. There are still some funds available in D2 and D1 for rental construction.**

**ROLL CALL VOTE**

Michele Palomaki            --Aye  
Percy Benjamin            --Aye  
Edward Minnema            --Aye

3- For            0- Against            0- Silent            Motion Carried

**FINANCE**

**Budget Revisions/Transfers**

The Assistant Commissioner of Administration made a motion to approve the following budget revision and forward to Band Assembly for approval:

**Administration**

**FY 2016 – DOL 280-676 - \$120,000.00 – transfer funds from State MA&FS 280-638 to cover deficit amounts as submitted (attachment #7)**

The Commissioner of Education seconded the motion.

**ROLL CALL VOTE**

Michele Palomaki            --Aye  
Percy Benjamin            --Aye  
Edward Minnema            --Aye

3- For            0- Against            0- Silent            Motion Carried

Request for Appropriation

The Assistant Commissioner of Administration made a motion to approve and forward to Band Assembly for approval the following requests for appropriation:

**Education – Removed by motion**

- FY 2016 – D2 Indian Education 201-353 – \$55,368.44 – request appropriation of Unspent Net Revenue to cover deficits for cost incurred prior to approved budgets as submitted**
- FY 2016 – Planning 201-352 – \$9,708.82 – request appropriation of Unspent Net Revenue to cover deficits for cost incurred prior to approved budgets as submitted**
- FY 2016 – Outreach 201-329 – \$48,424.08 – request appropriation of Unspent Net Revenue to cover deficits for cost incurred prior to approved budgets as submitted**
- FY 2016 – NAS Activities 201-328 – \$49,135.79 – request appropriation of Unspent Net Revenue to cover deficits for cost incurred prior to approved budgets as submitted**

**Natural Resources**

- FY 2016 – BIA Circle of Flight 250-536 - \$60,000.00 – request appropriation of grant funds as submitted (attachment #8)**
- FY 2016 – Real Estate 250-595 - \$9,000.00 – request appropriation of Permanent Initiative funds to support purchase of a lot in Port Mille Lacs as submitted (attachment #9)**
- FY 2017 – GIS 250-NEW – \$106,608.00 – request appropriation of Unspent Net Revenue to begin fiscal 2017 and continue thereafter in future budgetary cycles for the management of the GIS system, data management, reconciling leases, land and 911 addresses as submitted (attachment #10) **Line Item Veto****
- FY 2017 – Recorder Office 250-NEW – \$164,490.00 – request appropriation of Unspent Net Revenue to begin fiscal 2017 and continue thereafter in future budgetary cycles for the management of certification of title relating to lands under the jurisdiction of the Mille Lacs Band as submitted (attachment #11) **Line Item Veto****
- FY 2016 & FY 2017 – Fisheries 250-538 – \$571,008.00 – request appropriation of Unspent Net Revenue with \$104,780.00 for FY 2016 to cover deficits for salary and operational expenditures incurred and the amount of \$466,219.00 for FY 2017 to continue to support the Fisheries/Aquaculture program and expand Fish Hatchery as submitted (attachment #12) **Line Item Veto****
- FY 2016 – Real Estate 250-595 - \$230,000.00 – request appropriation of Permanent Initiative funds to support a land purchase of lake shore within the Reservation Boundaries near District 1 as submitted (attachment #13)**
- FY 2016 – Real Estate 250-595 - \$73,000.00 – request appropriation of Permanent Initiative funds to support a land purchase in D2 as submitted (attachment #14)**

**Executive Branch**

**FY 2016 & FY 2017 – OSG 100-215 - \$25,000.00 – request appropriation of funding to support a contract for legal services with Swanson, Drobnick & Tousey, P.C. as submitted (attachment #15)**

The Commissioner of Education seconded the motion.

The Commissioner of Education stated the four budgets incurred expenditures in part during the previous school year and prior to receiving the approved budgets where they were excluded. The requests are to clean up the negatives and steps are being taken for laying off staff as the services will end due to funding not being available to sustain the programs. The Commissioner of Administration asked if other education budgets had been reviewed to use funding from those sources first, instead of requesting Net Revenue. The Commissioner of Education stated there isn't funding available but will review again.

**The Commissioner of Education made a motion to remove the four Education budget appropriation requests from the agenda with no action taken.**

The Assistant Commissioner of Administration seconded the motion.

**ROLL CALL VOTE**

Michele Palomaki            --Aye  
Percy Benjamin             --Aye  
Edward Minnema            --Aye

3- For            0- Against            0- Silent            Motion Carried

Discussion of the remaining requests included the Executive Director of Natural Resources explaining the requests for the GIS and Recorder budgets are needed with the expansion of the land base and growing needs of the Real Estate department for services to Band members and departments. The expansion of the Fisheries budget is in response to a Joint Assembly regarding the health of Mille Lacs Lake along with surrounding lakes. The funds would support the hatchery as well as the purchase of equipment associated with dealing with the issues within the lake. Once the hatchery is established some expenses would be recouped by selling the fry. This will happen over time. The Biologist is currently working on possible grant funding and collaboration with several entities including GLIFWC and the U of M.

**ROLL CALL VOTE**

Michele Palomaki            --Aye  
Percy Benjamin             --Aye  
Edward Minnema            --Aye

3- For            0- Against            0- Silent            Motion Carried

**OTHER**

The Commissioner of Education made a motion to approve and forward to Band Assembly for approval the following:

**Health & Human Services**

**Provider Agreement – Dr. Melvina Bissonette – Psychiatrist (attachment #16)**

The Assistant Commissioner of Administration seconded the motion.

**The Commissioner of Administration asked if this is the standard professional agreement which has been utilized for the HHS professionals and the Human Resources Director replied yes.**

**ROLL CALL VOTE**

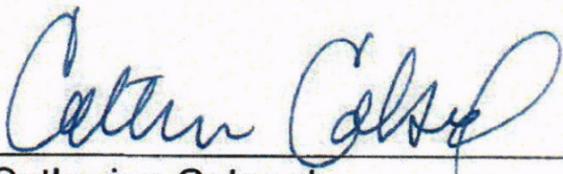
Michele Palomaki	--Aye
Percy Benjamin	--Aye
Edward Minnema	--Aye

3- For	0- Against	0- Silent	Motion Carried
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The Assistant Commissioner of Administration made a motion to adjourn.

The Commissioner of Community Development seconded the motion.

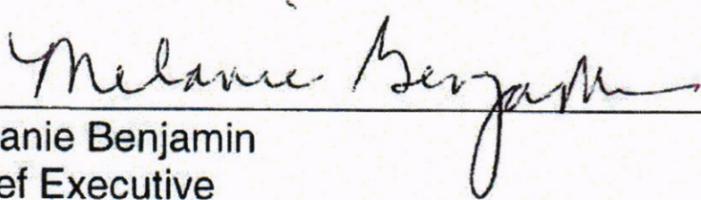
The meeting was adjourned at 11:52 a.m.



Catherine Colstrud  
Commissioner of Administration

8-25-16

Date



Melanie Benjamin  
Chief Executive

8-26-16

Date

Please note highlighted  
items that are vetoed.

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# INTEROFFICE MEMORANDUM

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#7

TO: ADMINISTRATION POLICY BOARD AND BAND ASSEMBLY  
FROM:  NICK KEDROWSKI, EXEC. DIR. OF WORKFORCE PROGRAMS  
DATE: AUGUST 16, 2016  
SUBJECT: REQUEST FOR BUDGET TRANSFER AND MODIFICATION



I am submitting the attached budget modifications for approval, having noted that the 477 program has six (6) separate budgets for OMB purposes but is considered to be a Single Budget for the purposes of PL 102-477. My division is also responsible for the Elder Supplemental program budget which is not considered part of the PL 102-477 program budget.

The modifications that I am requesting affect all but one of these budgets and the correction to the over expended lines can be accomplished with modifications within the funds available in four (4) of the budgets. Two will necessitate the transfer of funds between budgets but both budgets are part of the P.L. 102-477 program budgets.

The budget funds will be coming from is the 280-638 budget which is the budget designated for the State Reimbursement funds for the expenditure of the TANF specific grant funds. These funds are to be used for program eligible participants.

The budget receiving the transfer is 280-676 which is used to track program expenditures for Work Experience Participants who are not eligible for direct TANF funding.

While not TANF eligible, the clients being paid through the 676 account are program eligible. I do not believe that it would violate any funding use provisions because the funds in the 638 account are not reported for TANF purposes per our OMB.

The breakdown of the transfer would be done thusly:

280-638-4000 – Currently Available: \$311,197.67 – Modifying \$19,100.00 within itself, and transferring \$120,000.00 to 280-676 as follows:

400 - Salaries \$40,000.00

4110 - Unemployment \$3,000.00

4300 - Contract Services \$57,000.00

9010 - IDC \$20,000.00

This results in a total decrease of \$139,100.00 from the 280-638-4000 leaving a balance of \$191,197.67 which is sufficient to fund the remainder of the fiscal year.

Thank you for your consideration and attention in this matter.



Run date: 08/09/2016 @ 08:51  
 Bus date: 08/09/2016

Mille Lacs Band of Ojibwe Indians  
 Revenue and Expense w/Contracts

Select...: A280-XXX-XXXX-XXXX  
 GLREVEX.L02 Page 6

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 X

ACCOUNT DESCRIPTION	ANNUAL BUDGET	MONTH TO DATE EXPENDITURES	Fiscal year thru period ending 08/31/2016				AVAILABLE BALANCE	% USED
			YEAR TO DATE EXPENDITURES	OUTSTANDING P.O.	CONTRACT COMMITMENTS			
280-676-3302-0000 WIA-SELF-GOV 2016 REVENUE	71,119.00	.00	71,119.00	.00	.00	.00	(1.00)	
280-676-3304-0000 JOB-TRAIN SELF-GOV 2015 REV	47,000.00	.00	47,000.00	.00	.00	.00	(1.00)	
280-676-3305-0000 ADULT-SELF-GOV 2016 YEAR RE	40,803.00	.00	40,803.00	.00	.00	.00	(1.00)	
280-676-3306-0000 JTPA-SELF-GOV 2015 YEAR REV	25,213.74	.00	25,213.74	.00	.00	.00	(1.00)	
<b>Total Revenue</b>	<b>184,135.74</b>	<b>.00</b>	<b>184,135.74</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>(1.00)</b>	
<del>280-676-4000-0000 LABOR/SELF-GOV SALARIES</del>	<del>90,693.39</del>	<del>4,149.00</del>	<del>122,541.91</del>	<del>.00</del>	<del>.00</del>	<del>(31,848.52)</del>	<del>1.35</del>	
<del>280-676-4106-0000 LABOR/SELF-GOV LIFE INSURAN</del>	<del>.00</del>	<del>.00</del>	<del>119.17</del>	<del>.00</del>	<del>.00</del>	<del>(119.17)</del>	<del>.00</del>	
<del>280-676-4107-0000 LABOR/SELF-GOV DISABILITY I</del>	<del>.00</del>	<del>.00</del>	<del>367.99</del>	<del>.00</del>	<del>.00</del>	<del>(367.99)</del>	<del>.00</del>	
<del>280-676-4109-0000 LABOR/SELF-GOV WORKERS COMP</del>	<del>4,455.34</del>	<del>44.10</del>	<del>3,760.93</del>	<del>.00</del>	<del>.00</del>	<del>694.41</del>	<del>.84</del>	
<del>280-676-4110-0000 LABOR/SELF-GOV UNEMPLOYMENT</del>	<del>500.00</del>	<del>52.25</del>	<del>2,688.98</del>	<del>.00</del>	<del>.00</del>	<del>(2,188.98)</del>	<del>5.38</del>	
<del>280-676-4112-0000 LABOR/SELF-GOV FICA</del>	<del>4,444.95</del>	<del>177.63</del>	<del>9,241.74</del>	<del>.00</del>	<del>.00</del>	<del>(4,796.79)</del>	<del>2.08</del>	
<del>280-676-4301-0000 LABOR/SELF-GOV CONTRACT WORK</del>	<del>2,907.28</del>	<del>.00</del>	<del>3,074.84</del>	<del>.00</del>	<del>41,313.60</del>	<del>(41,481.16)</del>	<del>15.27</del>	
<del>280-676-5000-0000 LABOR/SELF-GOV TRAINING</del>	<del>20,000.00</del>	<del>.00</del>	<del>.00</del>	<del>.00</del>	<del>.00</del>	<del>20,000.00</del>	<del>.00</del>	
<del>280-676-6030-0000 LABOR/SELF-GOV SUPPORT</del>	<del>54,322.07</del>	<del>1,500.00</del>	<del>72,104.69</del>	<del>.00</del>	<del>.00</del>	<del>(17,782.62)</del>	<del>1.33</del>	
<del>280-676-6032-0000 LABOR/SELF-GOV URBAN SUPPOR</del>	<del>5,280.26</del>	<del>.00</del>	<del>680.00</del>	<del>.00</del>	<del>.00</del>	<del>4,600.26</del>	<del>.13</del>	
<del>280-676-9010-0000 LABOR/SELF-GOV INDIRECT COST</del>	<del>1,532.45</del>	<del>.00</del>	<del>18,345.07</del>	<del>.00</del>	<del>.00</del>	<del>(16,812.62)</del>	<del>11.97</del>	
<b>Total Expenditure</b>	<b>184,135.74</b>	<b>5,922.98</b>	<b>232,925.32</b>	<b>.00</b>	<b>41,313.60</b>	<b>(90,103.18)</b>	<b>1.49</b>	
	<b>.00</b>	<b>(5,922.98)</b>	<b>(48,789.58)</b>	<b>.00</b>	<b>(41,313.60)</b>	<b>90,103.18</b>	<b>.00</b>	



Run date: 08/09/2016 @ 08:51  
 Bus date: 08/09/2016

Mille Lacs Band of Ojibwe Indians  
 Revenue and Expense w/Contracts

Select...: A280-XXX-XXXX-XXXX  
 GLREVEX.L02 Page 3

638  
 X

ACCOUNT DESCRIPTION	ANNUAL BUDGET	MONTH TO DATE EXPENDITURES	Fiscal year thru period ending 08/31/2016				AVAILABLE BALANCE	% USED
			YEAR TO DATE EXPENDITURES	OUTSTANDING P.O.	CONTRACT COMMITMENTS			
280-638-3800-0000 STATE MA&FS REIMBURS. REVEN	828,322.00	.00	.00	.00	.00	828,322.00	.00	
280-638-3801-0000 STATE FOOD SUPPORT REIMBURS	.00	.00	137,936.00	.00	.00	(137,936.00)	.00	
280-638-3802-0000 STATE MEDICAL ASST. REIMBUR	.00	.00	107,622.00	.00	.00	(107,622.00)	.00	
Total Revenue	828,322.00	.00	245,558.00	.00	.00	582,764.00	(.30)	
280-638-4000-0000 STATE MA&FS SALARIES	686,400.00	16,435.50	375,202.33	.00	.00	311,197.67	.55	
<del>280-638-4106-0000 STATE MA&amp;FS LIFE INSURANCE</del>	<del>.00</del>	<del>.00</del>	<del>29.22</del>	<del>.00</del>	<del>.00</del>	<del>(29.22)</del>	<del>.00</del>	
<del>280-638-4107-0000 STATE MA&amp;FS DISABILITY INSU</del>	<del>.00</del>	<del>.00</del>	<del>39.71</del>	<del>.00</del>	<del>.00</del>	<del>(39.71)</del>	<del>.00</del>	
280-638-4109-0000 STATE MA&FS WORK COMP	17,846.40	232.47	10,827.26	.00	.00	7,019.14	.61	
<del>280-638-4110-0000 STATE MA&amp;FS UNEMPLOYMENT</del>	<del>675.00</del>	<del>200.43</del>	<del>8,208.43</del>	<del>.00</del>	<del>.00</del>	<del>(7,533.43)</del>	<del>12.16</del>	
<del>280-638-4112-0000 STATE MA&amp;FS FICA EMP/SHARE</del>	<del>21,677.15</del>	<del>681.52</del>	<del>28,139.62</del>	<del>.00</del>	<del>.00</del>	<del>(6,462.47)</del>	<del>1.30</del>	
280-638-4450-0000 STATE MA&FS NON-LOCAL MILEA	.00	.00	(287.00)	.00	.00	287.00	.00	
280-638-9010-0000 STATE MA&FS INDIRECT COST	101,723.45	.00	55,269.68	.00	.00	46,453.77	.54	
Total Expenditure	828,322.00	17,549.92	477,429.25	.00	.00	350,892.75	.58	
	.00	(17,549.92)	(231,871.25)	.00	.00	231,871.25	.00	

#8

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INTEROFFICE MEMO

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**DATE:** 8/15/2016  
**TO:** APB & BA  
**FROM:** MICHELE PALOMAKI, ASSISTANT COMMISSIONER OF ADMINISTRATION  
**CC:** *SK* SUSAN KLAPEL, EXECUTIVE DIRECTOR  
ANDREW BOYD, ENVIRONMENTAL PROJECTS MANAGER  
**RE:** APPROPRIATION REQUEST- BIA COF GRANT (250-536)

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Request APB & BA to approve an appropriation from BIA Circle of Flight in the amount of \$60,000.00 into COF budget 250-536 to enhance wildlife areas and wild rice on Mille Lacs Band lands.

Please contact me at ext. 7779 if you have any questions regarding the contents of this memo.

Budget Revision Spreadsheet

#8

<b>Mille Lacs Band of Ojibwe</b>		<b>Date</b> 8/15/2016	
<b>Budget Revision</b>			
<b>Department</b>	250.536		
<b>Program Name</b>	Circle of Flight		
<b>Source of Revenue</b>		<b>Check Off</b>	<b>Check Off</b>
	<b>Amount</b>		<b>Revision Type</b>
Federal Grant	\$ 60,000.00		Increase in Revenue and Expenditures
State Grant	\$ -		Contingency Fund Utilization
Net Revenue	\$ -		X Increased Expenditures without
Carryover	\$ -		Increase in Revenue
Program Transfer	\$ -		Carry Over
Income	\$ -		
<b>Total Revenue</b>	<b>\$ 60,000.00</b>		

<b>Expenditures:</b>	<b>Account Code</b>	<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Revised Amount</b>
Salaries	4000				-
Health	4105				-
Life	4106				-
Disability	4107				-
Dental	4108				-
Work Comp	4109				-
Unemployment	4110				-
Retirement	4111				-
FICA E/S	4112				-
Pera	4113				-
Contract Services	4300				-
Consult- Water	4301				-
Consortium	4302				-
Stipends	4308				-
Local Mileage	4400				-
Non- Local Travel	4450				-
Communication	4500				-
Postage	4550				-
Training	5000				-
Litigation Support Expense	5100				-
Alarm	5500				-
Miscellaneous	5700				-
Contin. Expen.	5799				-
Supplies	6100				-
Enforcement Supplies	6104				-
Insurance	6120				-
Office Supplies	6200				-
Printing/Copy	6300				-
Program Supplies	6400	20,044.06	30,000.00		50,044.06
Artifacts	6401				-
Rent	6500				-
Building Maint.	6600				-
Land Acquisition Pr	6650				-
Donations	6668				-
Utilities	6700				-
Vehicle/Equip. Maint.	6720				-
Uniforms	6800				-
Small Equipment	7000	7,837.48	30,000.00		37,837.48
Equipment	7100				-
Construction	7200				-
D-1 Land Acquisition	7301				-
D-3 Land Acquisition	7303				-
IDC	9010				-
<b>Totals:</b>		<b>\$ 27,881.54</b>	<b>\$ 60,000.00</b>	<b>\$ -</b>	<b>\$ 87,881.54</b>

<i>M. Moulton</i>		<i>Curtis Calsel</i>	
Commissioner of Natural Resources	Date	Administration Policy Board	Date
			8/26/16

Run date: 07/18/2016 @ 16:08  
 Bus date: 06/30/2016

Mille Lacs Band of Ojibwe Indians  
 Revenue and Expense w/Contracts

Select... A250-XXX-XXXX-XXXX  
 GLREVEX.L02 Page 7

536  
 X

ACCOUNT DESCRIPTION	ANNUAL BUDGET	MONTH TO DATE EXPENDITURES	Fiscal year thru period ending 06/30/2016			AVAILABLE BALANCE	% USED
			YEAR TO DATE EXPENDITURES	OUTSTANDING P.O.	CONTRACT COMMITMENTS		
250-536-3306-0000 COFLIGHT C/O BIA SELF-GOV R	129,702.07	.00	.00	.00	.00	129,702.07	.00
Total Revenue	129,702.07	.00	.00	.00	.00	129,702.07	.00
250-536-4300-0000 COFLIGHT CONTRACTING	41,432.93	496.00	14,746.00	.00	6,618.00	20,068.93	.52
250-536-4400-0000 COFLIGHT LOCAL MILEAGE	3,317.38	274.32	274.32	.00	.00	3,043.06	.08
250-536-4450-0000 COFLIGHT NON LOCAL TRAVEL	5,883.00	.00	3,087.50	.00	.00	2,795.50	.52
250-536-5700-0000 COFLIGHT MISC.	5,806.31	.00	536.00	.00	.00	5,270.31	.09
250-536-6100-0000 COFLIGHT OFFICE SUPPLIES	5,500.00	.00	.00	.00	.00	5,500.00	.00
250-536-6400-0000 COFLIGHT PROGRAM SUPPLIES	33,482.58	437.49	13,438.52	.00	.00	20,044.06	.40
250-536-6720-0000 COFLIGHT VEHICLE/EQUIP MAIN	3,891.45	.00	209.93	.00	.00	3,681.52	.05
250-536-7000-0000 COFLIGHT SMALL EQUIPMENT	7,837.48	.00	.00	.00	.00	7,837.48	.00
250-536-7100-0000 COFLIGHT EQUIPMENT	22,550.94	.00	3,195.00	.00	.00	19,355.94	.14
Total Expenditure	129,702.07	1,207.81	35,487.27	.00	6,618.00	87,596.80	.32
	.00	(1,207.81)	(35,487.27)	.00	(6,618.00)	42,105.27	.00

SELF-GOVERNANCE FUNDS

REQUEST NO.: OSG831

DEPARTMENT OF THE INTERIOR  
 SELF-GOVERNANCE COMPACT/FUNDING AGREEMENT AND AMENDMENTS  
 AUTHORITY TO OBLIGATE

COMPACT NO.: GT-OSGT410-16

DOC REQUEST NO.: 10

COMPACT TRIBE/TRIBAL CONSORTIUM: MILLE LACS BAND OF CHIPPEWA

COMPACT PERIOD: Fiscal Year 2016

DATE: Wednesday, June 29, 2016

ACCT Line	BFY	Program	Description	Current Authority	Increase Decrease	Total Authority
1	16-17	T9240	S/G OIP (2 Year)	\$540,793	\$270,536	\$811,329
2	2016	92900	S/G BLM-FIRE MANAGEMENT	\$110,027	\$2,537	\$112,564
3	2016	95500	S/G HHS-N.E.W. AND TANF	\$3,435,928	\$0	\$3,435,928
6	16-17	<del>T9A46</del>	<del>S/G OIP - UTB (2 Year)</del>	<del>\$5,448</del>	<del>\$0</del>	<del>\$5,448</del>
Total:				\$4,092,196	\$273,073	\$4,365,269

Authority to Obligate: All conditions and restrictions contained in 42 BIAM Supplement 4 apply to this agreement. You may not exceed this limitation without additional authority signed by the allottee of these funds.

*Mason M. Trimmer*  
 Signature of Authorizing Official  
 Director, Office of Self-Governance

**JUN 30 2016**  
 Date

This Funding Agreement/Amendment is offered under authority of Title IV, P.L. 100-472, P.L. 102-184, and P.L. 93-638 as amended, the Indian Self-Determination and Education Assistance Act.

Listing of Increases/Decreases

Cost Code	Description	Amount
92120 NON TPA	Preparedness One time distribution of Preparedness funds is to support Indirect Costs for the Workforce Development Program TRM IDC. 16FIRCO002	\$2,537
	ROLLUP 92900 Total:	\$2,537
* N3210 NON TPA	Tribal Mgm/Development Prgm One time distribution of funds to be used for TMDP Circle of Flights program. 16OIP047	\$60,000 *
T9370 TPA/Region	Contract Support FY 2016 distribution of Contract Support Costs (CSC) under C.R.1. 16CSC001	\$210,536
	ROLLUP T9240 Total:	\$270,536
	COMPACT TOTAL:	\$273,073

Funding Status - Budget Adjustment

Office of Self Governance

Tuesday, August 02, 2016

Tribe: MILLE LACS BAND OF CHIPPEWA

BIA Tribal Organization Code: F50410

OSG Tribal Compact Code: OSGT410

BIA Area Office: F00100 - MIDWEST REGION

BIA Agency Office: F50000 - MINNEAPOLIS AGENCY

	FFS Cost Code	A 2016 AFA Total	B Cumulative Base	C Shortfall Base	D Additional Shortfall	E Congress. Adjust.	F Misc. Adjust.	G Requested Funding	H Total Obligated
483 Social Services - TPA/Agency	H9010	17,443	15,142	998	0	0	0	1,303	0
— Welfare Assistance - TPA/Tribal	H9130	0	0	0	0	0	0	0	0
482 Indian Child Welfare Act - TPA/Tribal	H9220	54,691	45,000	0	0	0	0	9,691	0
— Housing Improvement Program - TPA/Tribal	H9370	0	0	0	0	0	0	0	0
	<b>Fund H0002 Total</b>	<b>87,758</b>	<b>75,766</b>	<b>998</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,994</b>	<b>0</b>
160 Criminal Investigations/Police Service	J3000	52,861	0	0	0	0	0	52,861	52,861
160 Law Enforcement Projects	J3300	0	0	0	0	0	0	0	0
160 Substance Abuse	J3320	698	0	698	0	0	0	0	0
530 Community Fire Protection - TPA/Agency	J9030	878	878	0	0	0	0	0	0
150 Tribal Courts Programs - TPA/Agency	J9080	26,519	26,519	0	0	0	0	0	0
	<b>Fund J0002 Total</b>	<b>80,956</b>	<b>27,397</b>	<b>698</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52,861</b>	<b>52,861</b>
Rts Protection Implementation	N3110	0	0	0	0	0	0	0	0
Chippewa/Ottawa Treaty-Voigt	N3114	217,545	217,545	0	0	0	0	0	0
336 Tribal Mgmt/Development Prgm	N3210	29,843	29,843	0	0	0	0	0	0
Water Mngmt, Plan&Pre-Dvlpmnt	N3420	0	0	0	0	0	60,000	60,000	60,000
Forestry	N3E00	0	0	0	0	0	0	0	0
Forestry Development	N3E10	0	0	0	0	0	0	0	0
Natural Resources, General (UTB)	N5A10	0	0	0	0	0	1,010	1,010	1,010
Natural Resources, General (UTB)	N6A10	1,198	0	1,198	0	0	0	0	0
Agriculture (UTB)	N6A20	1,060	1,060	0	0	0	0	0	0
Forestry (UTB)	N6A30	4,464	3,345	1,119	0	0	0	0	0
Forest Marketing Assistance (UTB)	N6A31	245	245	0	0	0	0	0	0
Water Resources (UTB)	N6A40	1,386	1,386	0	0	0	0	0	0
Wildlife and Parks (UTB)	N6A50	2,997	2,997	0	0	0	0	0	0
Natural Resources (UTB) - TPA/Agency	N9A05	10,123	9,105	1,018	0	0	0	0	0
Forestry Program (UTB) - TPA/Agency	N9C30	56,532	14,133	42,399	0	0	0	0	0
Water Resources Program (UTB) - TPA/Agency	N9D40	14,207	14,207	0	0	0	16,750	16,750	16,750
Wildlife & Parks Program (UTB) - TPA/Agency	N9E50	12,836	12,836	0	0	0	0	0	0
Wildlife & Parks Program (UTB) - TPA/Region	N9E50	540	540	0	0	0	0	0	0
Wildlife & Parks Program (UTB) - TPA/Tribal	N9E50	82,067	82,067	0	0	0	0	0	0

Funding Status - Budget Adjustment

Office of Self Governance

Tuesday, August 02, 2016

Tribe: MILLE LACS BAND OF CHIPPEWA

BIA Tribal Organization Code: F50410

OSG Tribal Compact Code: OSGT410

BIA Area Office: F00100 - MIDWEST REGION

BIA Agency Office: F50000 - MINNEAPOLIS AGENCY

FFS Cost Code	A 2016 AFA Total	B Cumulative Base	C Shortfall Base	D Additional Shortfall	E Congress. Adjust.	F Misc. Adjust.	G Requested Funding	H Total Obligated
Fund 95002 Total	63,951	0	0	0	0	2,227	66,178	22,505
Report Total	6,073,296	1,241,738	130,729	0	0	2,820,217	6,831,636	4,420,013

Footnotes

TPA Base distribution has been obligated under C.R. 1. 16OIP005 [\$269,395]

FY 2016 distribution of Contract Support Costs (CSC) under C.R. 1. 16OIP010 [\$66,118]

Additional Base distribution has been obligated under CR#2-4. 16OIP021. [\$137,079]

Dist of non-recurring Forestry Prj Funds in sppt. of FD Actvs incl or are assoc. w/precommercial thinning of overstocked forests; plng of comm. tree species; site prep; cone col., seed processing & storing; & grmhs ops. One time only funds. 16UTB001. [\$1,010]

Reflects that adjustment -\$215,000 is processed under Program T9240 - Self Governance Compacts

One time distribution of funds to distributed to the Midwest Region OSG Tribes for road maintenance. (15340) 16NYF010

Funds to be distributed for TANF. (1114888) 16TANF003

One time Reprogramming of Probate funding to assist with travel expenses for the Partners in Action Conference. (4438) 16UTB008

FY 2016 distribution of Contract Support Costs (CSC) under C.R.1. (210536) 16CSC001

One time distribution of Preparedness funds is to support Indirect Costs for the Workforce Development Program TRM IDC. (2537) 16FIRCO002

One time distribution of funds to be used for TMDP Circle of Flights program. (60000) 16OIP047

One time distribution of funds for Wildland Fire Preparedness programs. (12460) 16FIR010

One time distribution of funds for Wildland Fire Preparedness program. (3029) 16FIRCO-003.

One time distribution of funds to assist in current year funding of Allotment Foresters. (16750) 16UTB024.

FY 2016 Workforce Innovation and Opportunity Act (WIOA) – Youth Services Funds Allocation – funds transfer from the Department of Labor pursuant to P.L. 102-477. This is a one-time distribution of funds. (2227) 16LBR001

OSGT410 - 2016 MILLE LACS BAND OF CHIPPEWA

SUMMARY BY SG ROLLUP ACCOUNTS

Account	Total Obligations
S/G OIP (2 Year)	811,329
S/G BLM-FIRE MANAGEMENT	128,053
S/G HHS-N.E.W. AND TANF	3,435,928
S/G OIP - UTB (2 Year)	22,198
S/G LABOR-JTPA IV-A, II-B	22,505
Rollup Total:	4,420,013

**Projections**

Self Gov. Budget  
from Self Gov. Funding  
10/1/15 to 9/30/16  
Expenditures to Funding Document

Report is only for 2016  
compact dollars

**Worksheet A**

Dept	Estimate from Funding Document	at 6/30/2016 Expensed	BIA Funding to Expensed Difference/Balance (A-B)	FY 2016 ML B Budget	Band Budget for 2016 Overfunded or (Underfunded) (D-A)
133	17,500.00	35,000.00	(17,500.00)	35,000.00	17,500.00
150	26,519.00	26,610.00	(91.00)	26,610.00	91.00
160	53,559.00	55,000.00	(1,441.00)	55,000.00	1,441.00
190	80,378.00	55,862.52	24,515.48	88,200.75	7,822.75
220	210,272.00	130,073.63	80,198.37	200,000.00	(10,272.00)
313	48,900.00	0.00	48,900.00	48,900.00	-
314	152,578.00	150,000.00	2,578.00	150,000.00	(2,578.00)
482	54,691.00	27,943.82	26,747.18	59,460.22	4,769.22
483	19,601.00	27,143.73	(7,542.73)	43,095.47	23,494.47
530	415,609.00	600,000.00	(184,391.00)	700,000.00	284,391.00
536	60,000.00	0.00	60,000.00	-	(60,000.00)
549	175,484.00	175,484.00	-	176,494.00	1,010.00
551	-	0.00	-	-	-
274	13,466.00	0.00	13,466.00	13,466.00	-
<b>SG Total</b>	<b>1,328,557.00</b>	<b>1,283,117.70</b>	<b>45,439.30</b>	<b>1,596,226.44</b>	<b>267,669.44</b>
675 YOUTH	20,278.00	0.00	20,278.00	20,278.00	-
675 N.E.W.	61,723.00	0.00	61,723.00	61,723.00	-
676 ADULT/JPT	111,922.00	111,922.00	-	111,922.00	-
677-TANF	4,550,816.00	0.00	4,550,816.00	4,550,816.00	-
<b>Totals</b>	<b>6,073,296.00</b>	<b>1,395,039.70</b>	<b>4,678,256.30</b>	<b>6,340,965.44</b>	<b>267,669.44</b>

2016 BIA Funding Agreement estimated on Aug. 2, 2016 is \$ 6,073,296.00  
\$ 4,744,739.00 is Tanf / Employment, \$ 1,328,557.00 is self governance.  
2015 BIA Funding Agreement estimated on June 18, 2016 is \$ 6,903,538.00  
\$ 4,797,361.00 is Tanf / Employment, \$ 2,106,177.00 is self governance.  
2014 BIA Funding Agreement estimated on Nov. 25, 2014 is \$ 6,690,727.00  
\$ 4,799,685.00 is Tanf / Employment, \$ 1,885,844.00 is self governance.  
2013 BIA Funding Agreement estimated on June 24, 2014 is \$6,511,686.00  
\$4,796,126.00 is Tanf / Employment, \$1,715,560.00 is self governance.



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INTEROFFICE MEMO

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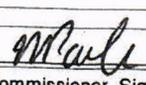
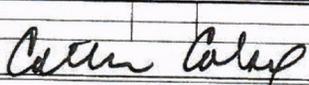
**Date:** Tuesday, August 16, 2016  
**To:** APB and Band Assembly  
**From:** Catherine Colsrud, Commissioner of Administration  
**RE:** Appropriations for 1 Property in District 1 (2016 FY)  
**Cc:** Susan Klapel, Executive Director of Natural Resources  
Lisa Johnson, Director of Real Estate

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The Real Estate Department is requesting appropriations from the permanent initiative fund for **fiscal year 2016** in the amount of \$9,000.00 for approximately .28 acres more or less located within the Mille Lacs Reservation Boundary, Described as Port Mille Lacs Lot 250 (please see attached map). According to property tax statements the market value of the lot is \$6,400.00. Lots in PML have recently been purchased for an average of \$10,000 along the east side of Hwy 169. The lot is undeveloped and we have a purchase price of \$6,400.00, the additional dollars are for closing costs associated with the lot. \$9,000.00 is to be placed in line item 250-595-7301. If there are any questions please contact Lisa Johnson, Director of Real Estate at ext. 7552.

Budget Revision Spreadsheet

#9

<b>Mille Lacs Band of Ojibwe</b>		Date		5/9/2016	
<b>Budget Revision</b>					
Department		250-595			
Program Name		REAL ESTATE			
Source of Revenue		Check Off Amount		Check Off Revision Type	
Federal Grant				Increase in Revenue and Expenditures	
State Grant				Contingency Fund Utilization	
Net Revenue				X Increased Expenditures without	
Carryover				Increase in Revenue	
Program Transfer				Carry Over	
Income					
Total Revenue					
<b>Expenditures:</b>		<b>Account Code</b>		<b>Current Budget</b>	
				<b>Increase</b>	
				<b>Decrease</b>	
				<b>Revised Amount</b>	
Salaries	4000				
Health	4105				
Life	4106				
Disability	4107				
Dental	4108				
Work Comp	4109				
Unemployment	4110				
Retirement	4111				
FICA E/S	4112				
Real Estate Land Acq. Cons	4300				
1855 Treaty Contracts	4301				
Real Estate Local Milage	4400				
Real Estate Non Local Travel	4450				
Real Estate Communication	4500				
Real Estate Postage	4550				
Real Estate Training	5000				
Land Aquis Misc Expense	5700				
Real Estate Office Supplies	6100				
RE Land Aquis- Title Ins.	6120				
Program Supplies	6400				
RE Land Aquis. Maint. Supplies	6600				
Real Estate Donation	6688				
RE Land Aquis. Property Tax	6913				
1855 Treaty Program Activities	6800				
RE Land Aquis. Equipment	7100				
RE Land Aquis. - Net Revenue	7300				
Dist I Land Acquisition	7301		9,000.00		9,000.00
Dist II Land Acquisition	7302				
Dist III Land Acquisition	7303				
RE Land Acquis. IDC TRA	9010				
New Construction D1	7201				
<b>Totals:</b>				9,000.00	9,000.00
		8-24-14			
DNR Commissioner Signature		Date		Administration Policy Board	
				Date	



As of : 3/14/2016

Parcel Number: 09-962-2070  
Payable Year: 2016 Rec# 1 of 1

[General Information](#) | [Map/Information](#) | [Special Asmts](#) | [Ditch](#) | [Sales](#) | [History](#) | [Appraisal Summary](#)

**General**

<b>PCL #</b>	09-962-2070/0	KENNEDY/RUSSELL H & MILDRED/*
<b>Class</b>	151 SEASONAL REC RESIDENTIAL	
<b>Homestead</b>	0 NON HOMESTEAD	<b>MP#</b> 00-000-0000
<b>HST Choice</b>	99	<b>Limits %</b>

Market/Taxable		Tax Capacity		Miscellaneous	
Land	6400 / 6400	Net TC	64	Deeded Acres	0.00
Build	0 / 0	Market Ref	0	Till Acres	0.00
Machine	0 / 0	Q.T.A.	0		
Exemptions		HS HG/1A	0	CER	0
Exclusion	0	NH HG/1A	0		
Total MKT	6400 / 6400				
GA Land	0 / 0				
Build Site	0 / 0				
House/Gar	0 / 0				
Other Build	0				
Till Land	0				
NC House	0				
NC Other	0				
New Improve	0				

This Data is Subject to Change.

[Another Search](#) | [Back to ParcelList](#)



## General Information

**Township/City:** KATHIO TWP

**Taxpayer Name:** KENNEDY/RUSSELL H & MILDRED/\*

**Taxpayer Address:** CO-TRUSTEES  
1600 N HILLS DR  
MARSHFIELD WI 54449

**Property Address:**

**Township:** 43

**Range:** 27

**Section:** 8

**Plat:** 962 - PORT MILLE LACS

**Acres:** 0

**Legal Description:**

**Rural Service District:** 0

**Tax Increment:** No

**School District:** 480 - ONAMIA SCHOOL DIST

#13



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**INTEROFFICE MEMO**

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**Date: August 19, 2016**  
**To: APB and Band Assembly**  
**From: Michele Palomaki, Assistant Commissioner of Administration**  
**RE: Appropriations for 1 Property in District 1 (2016 FY)**  
**Cc: Lisa Johnson, Director of Real Estate**

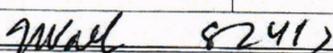
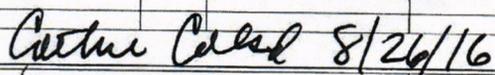
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The Real Estate Department is requesting appropriations from the permanent initiative fund for fiscal year 2016 in the amount of \$230,000.00 for approximately .43 acres more or less located at 17232 Walleye Road, within the Mille Lacs Reservation Boundary, (please see attached map). The asking price for the property is \$220,000.00 and the appraisal came back at \$222,000. We offered 217,500 and they accepted. It is adjacent to Band property. Please see the attached survey of the property. The Band's properties surround the area where it is located. \$228,000.00 is to be placed in line item 250-595-7301 and \$2,000 is to be placed in line item 250-595-4300 for the phase I environmental survey. If there are any questions please contact Lisa Johnson, Director of Real Estate at ext. 7552.

Budget Revision Spreadsheet

#13

<b>Mille Lacs Band of Ojibwe</b>		Date		8/19/2016	
<b>Budget Revision</b>					
Department		250-595			
Program Name		REAL ESTATE			
Source of Revenue	Check		Check		
	Off	Amount	Off	Revision Type	
Federal Grant		-		Increase in Revenue and Expenditures	
State Grant		-		Contingency Fund Utilization	
Net Revenue		-	X	Increased Expenditures without	
Carryover		-		Increase in Revenue	
Program Transfer				Carry Over	
Income		-			
Total Revenue		-			
<b>Expenditures:</b>	<b>Account Code</b>	<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Revised Amount</b>
Salaries	4000			-	
Health	4105			-	
Life	4106			-	
Disability	4107	-	-	-	
Dental	4108	-	-	-	
Work Comp	4109			-	
Unemployment	4110			-	
Retirement	4111		-	-	
FICA E/S	4112			-	
Real Estate Land Acq. Cons	4300		2,000.00		2,000.00
1855 Treaty Contracts	4301	-	-	-	
Real Estate Local Milage	4400			-	
Real Estate Non Local Travel	4450			-	
Real Estate Communication	4500			-	
Real Estate Postage	4550	-		-	
Real Estate Training	5000			-	
Land Aquis Misc Expense	5700			-	
Real Estate Office Supplies	6100			-	
RE Land Aquis- Title Ins.	6120	-	-	-	
Program Supplies	6400	-	-	-	
RE Land Aquis. Maint. Supplies	6600		-	-	
Real Estate Donation	6688			-	
RE Land Aquis. Property Tax	6913			-	
1855 Treaty Program Activities	6800	-	-	-	
RE Land Aquis. Equipment	7100			-	
RE Land Aquis. - Net Revenue	7300	-		-	
Dist I Land Acquisition	7301	-	228,000.00		228,000.00
Dist II Land Acquisition	7302				
Dist III Land Acquisition	7303				
RE Land Aquis. IDC TRA	9010		-		
New Construction D1	7201				
Totals:			230,000.00		230,000.00
		Date			Date
DNR Commissioner Signature		Date	Administration Policy Board		Date





**FROM:**  
 Leeann Herheim  
 Lakes Appraisals, LLC  
 PO Box 145  
 Hackensack, MN 56452  
 Telephone Number: 218-682-3303 Fax Number:

# INVOICE

INVOICE NUMBER	
	16-0299 LA
DATE	
	06/06/2016
REFERENCE	
Internal Order #:	16-0299 LA
Lender Case #:	
Client File #:	
Main File # on form:	16-0299 LA
Other File # on form:	
Federal Tax ID:	47-3973171
Employer ID:	

**TO:**  
 Mille Lacs Band of Ojibwe  
 , MN  
 Telephone Number: Fax Number:  
 Alternate Number: E-Mail: jenny.kegg@millelacsband.com

## DESCRIPTION

Lender: Mille Lacs Band of Ojibwe Client: Mille Lacs Band of Ojibwe  
 Purchaser/Borrower: N/A  
 Property Address: 17232 Walleye Rd  
 City: Onamia  
 County: Mille Lacs County State: MN Zip: 56359  
 Legal Description: See Legal Description page

## FEES

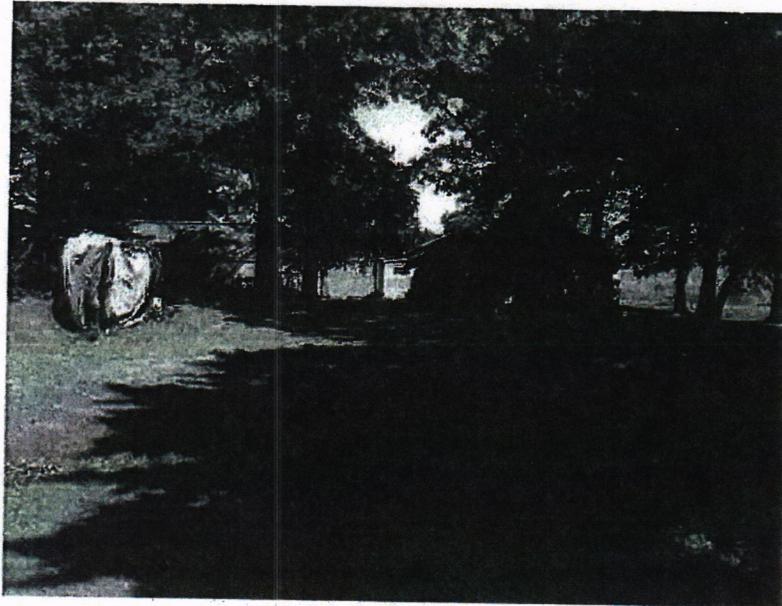
DESCRIPTION	AMOUNT
Appraisal Fee	450.00
<b>SUBTOTAL</b>	
	450.00

## PAYMENTS

CHECK #	DATE	DESCRIPTION	AMOUNT
Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
<b>SUBTOTAL</b>			0

Balance due upon receipt. Unpaid balance subject to 15% Late Charge. **TOTAL DUE** \$ 450.00

## RESIDENTIAL APPRAISAL REPORT



Property Location:	17232 Walleye Rd See Legal Description page Onamia, MN 56359
Borrower:	N/A
Client:	Mille Lacs Band of Ojibwe
Effective Date:	7/10/2016
Prepared By:	Larry Getchell Lakes Appraisals, LLC



PO Box 145

Hackensack, MN 56452

### SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	17232 Walleye Rd
	Legal Description	See Legal Description page
	City	Onamia
	County	Mille Lacs County
	State	MN
	Zip Code	56359
	Census Tract	9702.00
	Map Reference	33460
SALES INFO	Sale Price	\$
	Date of Sale	
LOAN INFO	Borrower	N/A
	Lender/Client	Mille Lacs Band of Ojibwe
PHYSICAL CHARACTERISTICS	Size (Square Feet)	1,234
	Price per Square Foot	\$
	Location	Good/Lake
	Age	
	Condition	
	Total Rooms	5
	Bedrooms	3
	Baths	1
APPRAISAL	Appraiser	Larry Getchell
	Date of Appraised Value	7/10/2016
VALUE	Final Estimate of Value	\$ 222,000

# Uniform Residential Appraisal Report

File # 16-0299 LA

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address	17232 Walleye Rd	City	Onamia	State	MN	Zip Code	56359
Borrower	N/A	Owner of Public Record	Dean R & Diane M Larson		County	Mille Lacs County	
Legal Description	See Legal Description page						
Assessor's Parcel #	09-117-0600	Tax Year	2016	R.E. Taxes \$	2,639		
Neighborhood Name	Kathio Township	Map Reference	33460	Census Tract	9702.00		
Occupant	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant	Special Assessments \$	1	PUD	HOA \$	0	per year <input type="checkbox"/> per month <input type="checkbox"/>
Property Rights Appraised	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)						
Assignment Type	<input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) Private Valuation						
Lender/Client	Mille Lacs Band of Ojibwe		Address MN				
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
Report data source(s) used, offering price(s), and date(s). Northstar MLS, owners							

I did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.  
N/A

Contract Price \$ \_\_\_\_\_ Date of Contract \_\_\_\_\_ Is the property seller the owner of public record?  Yes  No Data Source(s) \_\_\_\_\_

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower?  Yes  No

If Yes, report the total dollar amount and describe the items to be paid.  
N/A

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	75 %
Built-Up	<input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	5 %
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	75	Low	Multi-Family	5 %
Neighborhood Boundaries				800	High	Commercial	15 %
Lacs to the north, Oxcart Rd to the west, and Mille Lacs Lake to the east.				150	Pred.	Other	%

The subject neighborhood boundaries are Vineland Rd to the south, Port Mille Lacs to the north, Oxcart Rd to the west, and Mille Lacs Lake to the east. Mille Lacs Lake area is considered one of the premier resort and vacation areas in the state. Garrison has basic retail and a medical clinics. The nearest hospital is located in Onamia (10 miles south). The subject area has a primarily seasonal market based on tourism.

Market Conditions (including support for the above conclusions) Land record data and MLS stats, as well as sale/resale properties in the area, support steady property values over the past 12 months. Average marketing time is 90-180 days for this type of property. Financing is readily available through local lending institutions.

Dimensions approx. 100' x 185' x 100' x 195' Area 0.43 ac Shape Irregular View Good/Lake

Specific Zoning Classification Residential Zoning Description Residential 1 Unit

Zoning Compliance  Legal  Legal Nonconforming (Grandfathered Use)  No Zoning  Illegal (describe)

Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use?  Yes  No If No, describe

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	100 Amp CB	Water	<input checked="" type="checkbox"/> Private Well	Street	Blacktop	<input checked="" type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	Natural Gas	Sanitary Sewer	<input checked="" type="checkbox"/> Septic System	Alley	None	<input type="checkbox"/>
FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FEMA Flood Zone	X	FEMA Map #	27095C0025C	FEMA Map Date	03/04/2013

Are the utilities and off-site improvements typical for the market area?  Yes  No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe

Per visual inspection, there does not appear to be any adverse site conditions or adverse external factors related to easements, encroachments, environmental conditions, or land uses.

General Description		Foundation		Exterior Description		Interior	
Units	<input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input checked="" type="checkbox"/> Crawl Space	Foundation Walls	Concrete Blk	Floors	Wd, Cpt, Vny/A	
# of Stories	1	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Vinyl Lap Siding/AG	Walls	Wallbd, Wood/A	
Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area	0 sq.ft.	Roof Surface	Comp. Shingles/AG	Trim/Finish	Wood/A
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Basement Finish	%	Gutters & Downspouts	Yes	Bath Floor	Vinyl/A
Design (Style)	1 Story Cottage	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Csmt, Fix, DH, Cafe/A	Bath Wainscot	None	
Year Built	~1940	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	Yes	Car Storage	<input type="checkbox"/> None	
Effective Age (Yrs)	25 Eff	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Yes	<input checked="" type="checkbox"/> Driveway	# of Cars 4	
Attic	<input type="checkbox"/> None	Heating <input type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) #	Driveway Surface	Gravel/Grass	
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input checked="" type="checkbox"/> Other Wall FA	Fuel Gas	Fireplace(s) #	1	<input checked="" type="checkbox"/> Garage	# of Cars 1	
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Pool	<input checked="" type="checkbox"/> Patio/Deck	Patio	<input checked="" type="checkbox"/> Porch	Det. 3 Sea	# of Cars 0
<input type="checkbox"/> Finished <input checked="" type="checkbox"/> Heated	<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other None	<input type="checkbox"/> Pool	<input checked="" type="checkbox"/> Shed	Other (describe)	<input checked="" type="checkbox"/> Det.	<input type="checkbox"/> Built-in	
Appliances	<input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input checked="" type="checkbox"/> Other (describe)	Dryer					
Finished area above grade contains:	5 Rooms	3 Bedrooms	1 Bath(s)	1,234	Square Feet of Gross Living Area Above Grade		

Additional features (special energy efficient items, etc.)  
Newer roof, siding, some windows, insulation, furnace, heating insert fireplace

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.).  
The subject is of average quality construction and is in average condition. I based accrued depreciation (Age-Life Method) on the subject's observed condition. Physical depreciation is due to age. There is no apparent evidence of functional or external depreciation. See Additional Comments for needed repairs, deterioration, renovations, remodeling.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?  Yes  No If Yes, describe

The utilities were tested and found in operating order at the time of appraisal inspection.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?  Yes  No If No, describe

# Uniform Residential Appraisal Report

File # 16-0299 LA

There are 7 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 229,900 to \$ 334,900	
There are 7 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 192,900 to \$ 270,000	
FEATURE	SUBJECT
COMPARABLE SALE # 1	
COMPARABLE SALE # 2	
COMPARABLE SALE # 3	
Address	17232 Walleye Rd Onamia, MN 56359
Address	34221 State Highway 18 Aitkin, MN 56431
Address	46889 Whistle Rd Isle, MN 56342
Address	40289 237th Ln Aitkin, MN 56431
Proximity to Subject	14.71 miles NE
Proximity to Subject	11.90 miles E
Proximity to Subject	11.10 miles NE
Sale Price	\$ 225,000
Sale Price	\$ 265,000
Sale Price	\$ 209,000
Sale Price/Gross Liv. Area	\$ 198.94 sq.ft.
Sale Price/Gross Liv. Area	\$ 283.12 sq.ft.
Sale Price/Gross Liv. Area	\$ 181.74 sq.ft.
Data Source(s)	County, Northstar MLS;81DOM
Data Source(s)	County, Northstar MLS;2 DOM
Data Source(s)	County, Northstar MLS;389 DOM
Verification Source(s)	County CRV, MLS#4683063
Verification Source(s)	County CRV, MLS#4714604
Verification Source(s)	County CRV, MLS#4533956
VALUE ADJUSTMENTS	DESCRIPTION +(-) \$ Adjustment
Sales or Financing	Conventional
Concessions	0
Cash	0
Cash	0
Date of Sale/Time	6/24/2016
Date of Sale/Time	6/01/2016
Date of Sale/Time	12/16/2015
Location	Good/Lake
Location	Good/Lake
Location	Good/Lake
Leasehold/Fee Simple	Fee Simple
Leasehold/Fee Simple	Fee Simple
Leasehold/Fee Simple	Fee Simple
Sits	0.43 ac/100' MLL
Sits	0.37ac/76' MLL
Sits	+5,000
Sits	086ac/125' MLL
Sits	-20,000
Sits	.37ac/100' MLL
View	Good/Lake
View	Good/Lake
View	Good/Lake
Design (Style)	1 Story Cottage
Design (Style)	1 Story Cottage
Design (Style)	1 Story WO
Design (Style)	0 1 Story
Quality of Construction	Average
Quality of Construction	Average
Quality of Construction	Average
Actual Age	76 Act/25 Eff
Actual Age	56 Act/20 Eff
Actual Age	-5,000
Actual Age	41 Act/20 Eff
Actual Age	-5,000
Actual Age	46 Act/20 Eff
Actual Age	-5,000
Condition	Average
Condition	Average
Condition	Average
Above Grade	Total Bdrms. Baths
Above Grade	Total Bdrms. Baths
Above Grade	Total Bdrms. Baths
Room Count	5 3 1
Room Count	5 3 2.0
Room Count	-4,000
Room Count	4 2 1
Room Count	+1,000
Room Count	4 2 1
Room Count	+1,000
Gross Living Area	1,234 sq.ft.
Gross Living Area	1,131 sq.ft.
Gross Living Area	+2,060
Gross Living Area	936 sq.ft.
Gross Living Area	+5,960
Gross Living Area	1,150 sq.ft.
Gross Living Area	+1,680
Basement & Finished	0
Basement & Finished	0
Basement & Finished	672 sf
Basement & Finished	-4,000
Basement & Finished	400
Basement & Finished	-2,000
Rooms Below Grade	0
Rooms Below Grade	FR,Laund/Bthse
Rooms Below Grade	-1,000
Rooms Below Grade	Unfinished
Rooms Below Grade	0
Functional Utility	Good
Heating/Cooling	Wall FA/None
Heating/Cooling	FA,HW/None
Heating/Cooling	FA Gas/None
Heating/Cooling	0 FA Gas/MiniSpit
Heating/Cooling	-500
Energy Efficient Items	None
Garage/Carport	1 Car Det
Garage/Carport	2 Car Att
Garage/Carport	-3,000
Garage/Carport	2+ Car Det
Garage/Carport	-5,000
Garage/Carport	2 Car Det
Garage/Carport	-3,000
Porch/Patio/Deck	3 S Prch
Porch/Patio/Deck	Decks
Porch/Patio/Deck	+500
Porch/Patio/Deck	3 Seas Prch
Porch/Patio/Deck	Deck
Porch/Patio/Deck	+1,000
Fireplace/Woodstove	1 Fireplace
Fireplace/Woodstove	None
Fireplace/Woodstove	+2,500
Fireplace/Woodstove	1 Woodstove
Fireplace/Woodstove	+1,500
Fireplace/Woodstove	1 Fireplace
Fireplace/Woodstove	0
Other Amenities	Shed
Other Amenities	None
Other Amenities	+400
Other Amenities	Shed
Other Amenities	-800
Other Amenities	None
Other Amenities	+400
Net Adjustment (Total)	\$ -1,540
Net Adjustment (Total)	\$ -27,340
Net Adjustment (Total)	\$ -6,420
Adjusted Sale Price	Net Adj. 0.7%
Adjusted Sale Price	Net Adj. 10.3%
Adjusted Sale Price	Net Adj. 3.1%
Adjusted Sale Price	Gross Adj. 10.0%
Adjusted Sale Price	Gross Adj. 16.7%
Adjusted Sale Price	Gross Adj. 7.0%
Adjusted Sale Price	\$ 223,460
Adjusted Sale Price	\$ 237,660
Adjusted Sale Price	\$ 202,580
1 <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) County Records, Northstar MLS and Property Owner	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) Northstar MLS	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
COMPARABLE SALE #1	COMPARABLE SALE #2
COMPARABLE SALE #3	
Date of Prior Sale/Transfer	None
Date of Prior Sale/Transfer	N/A
Price of Prior Sale/Transfer	
Price of Prior Sale/Transfer	
Data Source(s)	County Records
Data Source(s)	Northstar MLS County
Data Source(s)	Northstar MLS, County
Data Source(s)	Northstar MLS, Inspection
Effective Date of Data Source(s)	7/10/2016
Effective Date of Data Source(s)	7/10/2016
Effective Date of Data Source(s)	7/10/2016
Effective Date of Data Source(s)	7/10/2016
Analysis of prior sale or transfer history of the subject property and comparable sales	
The subject property has not been sold or transferred in the past 36 months. All comparables sold within the previous 12 months, with no prior sales.	
Summary of Sales Comparison Approach	
This appraiser made every effort to bracket the subject's GLA, site size and value, and amenities.	
Comparables were limited in the immediate search area; therefore, this appraiser selected comparable sales from neighboring communities with as similar as possible market areas. All comparables are within 15 miles and located in similar market areas on Mille Lacs Lake, even though they may have different city addresses. This distance can be considered typical for the area. All adjustments conform to FNMA underwriting guideline limits with adjusted sales prices bracketing the indicated value. All comparables were considered in arriving at the indicated value. See Site and Other Adjustments page for explanation of adjustments made to comparables.	
Indicated Value by Sales Comparison Approach \$	222,000
Indicated Value by: Sales Comparison Approach \$	222,000
Cost Approach (if developed) \$	249,426
Income Approach (if developed) \$	
Most weight was given to the sales comparison analysis as it is the most reliable indicator of value. The opinion of value was supported by the Cost Approach. The Income Approach was not developed or applicable, as most single family homes are not purchased for income purposes.	
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. The subject is being appraised "as is" with no repairs or conditions.	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 222,000, as of 7/10/2016, which is the date of inspection and the effective date of this appraisal.	

# Uniform Residential Appraisal Report

File # 16-0299 LA

ADDITIONAL COMMENTS	<b>COMMENTS ON SUBJECT:</b>																										
	The subject property is a 1 story, frame-built residential home with a 1 car, detached garage. The main level consists of a living room, kitchen, dining room, 3 bedrooms, laundry room, and a full bathroom. County records indicate it was built in 1940, but the layout and differing interior finishings indicate it has undergone several subsequent additions. There is also a detached and finished 3 season porch and a small garden shed.																										
	<b>IMPROVEMENTS/REMODEL/RENOVATIONS:</b> The subject home has had several additions and updates. Recent updates include a newer roof, newer vinyl siding, some newer windows, updated electrical service to all buildings, newer gas wall furnace, added attic insulation, and newer water heater. Some wood trim was being updated in the master bedroom, and additional insulation was located in the laundry room.																										
	<b>NEEDED REPAIRS/DETERIORATION:</b> None noted.																										
	<b>SITE DESCRIPTION:</b>																										
	The subject home is located on 0.43 acre with 100 feet of boulder rip rapped lake frontage. It is mostly level, with a scattered mix of mature trees. It is located on the southwest shore of Wigwam Bay of Mille Lacs Lake, which should provide sheltering from all but extreme northeast winds.																										
	<b>SUBJECT PHOTOS:</b>																										
	Photos included in this report are intended to give a snap shot of the subject property at the time of the appraisal inspection and may include areas not accessible to the appraiser due to placement of personal property or furniture.																										
	<b>APPRAISAL INSPECTION:</b>																										
	Appraiser made a home appraisal inspection for purposes of completing an appraisal report subject to the Scope-of-Work only. The appraiser is not a home inspector, and this appraisal report is not a home inspection; the appraiser only performed a visual observation of accessible areas and the appraisal report cannot be relied upon to disclose conditions and/or defects in the property.																										
<b>COST APPROACH TO VALUE (not required by Fannie Mae)</b>																											
Provide adequate information for the lender/client to replicate the below cost figures and calculations.																											
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)		The site value was evaluated on all aspects, not just a price per acre. Consideration was given to location and access to neighborhood amenities.																									
COST APPROACH	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW Source of cost data <b>Marshall &amp; Swift</b> Quality rating from cost service <b>Average</b> Effective date of cost data <b>7/10/2016</b> Comments on Cost Approach (gross living area calculations, depreciation, etc.) <b>Marshall &amp; Swift and local builder costs were used for cost approach and depreciation. Physical depreciation based on age/life method.</b>	OPINION OF SITE VALUE -----=\$ <b>150,000</b> DWELLING <b>1,234</b> Sq.Ft. @\$ <b>95.00</b> -----=\$ <b>117,230</b> <b>0</b> Sq.Ft. @\$ -----=\$ ----- <b>3 Seas Prch, Shed, Fireplace</b> -----=\$ <b>7,500</b> <b>Garage/Carport</b> <b>317</b> Sq.Ft. @\$ <b>6.00</b> -----=\$ <b>1,902</b> Total Estimate of Cost-New -----=\$ <b>126,632</b> <table border="1" style="width: 100%; border-collapse: collapse; font-size: 8px;"> <tr> <th style="text-align: left;">Less</th> <th style="text-align: left;">Physical</th> <th style="text-align: left;">Functional</th> <th style="text-align: left;">External</th> <th></th> </tr> <tr> <td>Depreciation</td> <td><b>42,206</b></td> <td></td> <td></td> <td>-----=\$ <b>( 42,206)</b></td> </tr> <tr> <td>Depreciated Cost of Improvements</td> <td></td> <td></td> <td></td> <td>-----=\$ <b>84,426</b></td> </tr> <tr> <td>*As-is* Value of Site Improvements</td> <td></td> <td></td> <td></td> <td>-----=\$ <b>15,000</b></td> </tr> <tr> <td colspan="4"><b>Driveway, Landscaping, Septic System, Well</b></td> <td></td> </tr> </table> Estimated Remaining Economic Life (HUD and VA only) <b>50</b> Years INDICATED VALUE BY COST APPROACH -----=\$ <b>249,426</b>	Less	Physical	Functional	External		Depreciation	<b>42,206</b>			-----=\$ <b>( 42,206)</b>	Depreciated Cost of Improvements				-----=\$ <b>84,426</b>	*As-is* Value of Site Improvements				-----=\$ <b>15,000</b>	<b>Driveway, Landscaping, Septic System, Well</b>				
Less	Physical	Functional	External																								
Depreciation	<b>42,206</b>			-----=\$ <b>( 42,206)</b>																							
Depreciated Cost of Improvements				-----=\$ <b>84,426</b>																							
*As-is* Value of Site Improvements				-----=\$ <b>15,000</b>																							
<b>Driveway, Landscaping, Septic System, Well</b>																											
<b>INCOME APPROACH TO VALUE (not required by Fannie Mae)</b>																											
INCOME	Estimated Monthly Market Rent \$ <b>X</b> Gross Rent Multiplier -----=\$	Indicated Value by Income Approach																									
Summary of Income Approach (including support for market rent and GRM)																											
<b>PROJECT INFORMATION FOR PUDs (if applicable)</b>																											
Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached																											
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.																											
Legal Name of Project																											
Total number of phases Total number of units Total number of units sold																											
Total number of units rented Total number of units for sale Data source(s)																											
Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion.																											
Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source																											
Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.																											
Are the common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.																											
Describe common elements and recreational facilities.																											

# Uniform Residential Appraisal Report

File # 16-0299 LA

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

# Uniform Residential Appraisal Report

File # 16-0299 LA

## APPRAISER'S CERTIFICATION:

The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

# Uniform Residential Appraisal Report

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:**

The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature *Larry Getchell*  
 Name Larry Getchell  
 Company Name Lakes Appraisals, LLC  
 Company Address PO Box 145, Hackensack, MN 56452  
 Telephone Number (218) 678-4140  
 Email Address getchell@mlcwb.net  
 Date of Signature and Report 07/28/2016  
 Effective Date of Appraisal 7/10/2016  
 State Certification # \_\_\_\_\_  
 or State License # 20350963  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State MN  
 Expiration Date of Certification or License 08/31/2016

ADDRESS OF PROPERTY APPRAISED  
17232 Walleye Rd  
Onamia, MN 56359  
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 222,000

LENDER/CLIENT  
 Name \_\_\_\_\_  
 Company Name Mille Lacs Band of Ojibwe  
 Company Address , MN  
 Email Address \_\_\_\_\_

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**SUBJECT PROPERTY**

- Did not inspect subject property  
 Did inspect exterior of subject property from street  
 Date of Inspection \_\_\_\_\_  
 Did inspect interior and exterior of subject property  
 Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

- Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
 Date of Inspection \_\_\_\_\_

# Uniform Residential Appraisal Report

File # 16-0299 LA

FEATURE	SUBJECT	COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
Address	17232 Walleye Rd Onamia, MN 56359	38745 240th St Aitkin, MN 56431								
Proximity to Subject		11.92 miles NE								
Sale Price	\$	\$ 225,000			\$			\$		
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 227.73 sq.ft.			\$ sq.ft.			\$ sq.ft.		
Data Source(s)		County, Northstar MLS;38 DOM								
Verification Source(s)		County CRV, MLS#4613570								
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	
Sales or Financing Concessions		Conventional	0							
Date of Sale/Time		8/28/2015								
Location	Good/Lake	Good/Lake								
Leasehold/Fee Simple	Fee Simple	Fee Simple								
Site	0.43 ac/100' MLL	1.02ac/115'MLL	-5,000							
View	Good/Lake	Good/Lake								
Design (Style)	1 Story Cottage	1 Story Cottage								
Quality of Construction	Average	Average								
Actual Age	76 Act/25 Eff	61 Act/20 Eff	-5,000							
Condition	Average	Average								
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths		
Room Count	5 3 1	5 2 1	+1,000							
Gross Living Area	1,234 sq.ft.	988 sq.ft.	+4,920	sq.ft.		sq.ft.		sq.ft.		
Basement & Finished Rooms Below Grade	0	0								
Functional Utility	Good	Good								
Heating/Cooling	Wall FA/None	EIBB,WallGs/N	0							
Energy Efficient Items	None	None								
Garage/Carport	1 Car Det	1 Car Det								
Porch/Patio/Deck	3 S Prch	3 S Prch								
Fireplace/Woodstove	1 Fireplace	1 Fireplace								
Other Amenities	Shed	Shed								
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -4,080	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	
Adjusted Sale Price of Comparables		Net Adj. 1.8 %	Gross Adj. 7.1 %	\$ 220,920	Gross Adj. %	\$	Net Adj. %	Gross Adj. %	\$	

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
Date of Prior Sale/Transfer	None									
Price of Prior Sale/Transfer	N/A									
Data Source(s)	County Records	Northstar MLS, County								
Effective Date of Data Source(s)	7/10/2016	7/10/2016								

Analysis of prior sale or transfer history of the subject property and comparable sales

Analysis/Comments

Analysis/Comments

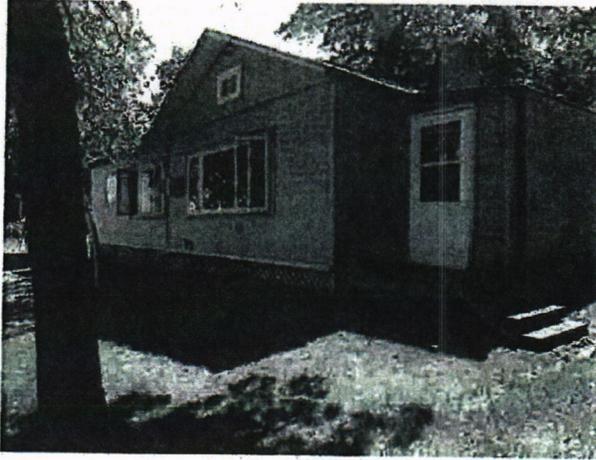
Additional Listings

File # 16-0299 LA

FEATURE	SUBJECT	LISTING # 1	LISTING # 2	LISTING # 3
Address	17232 Walleye Rd Onamia, MN 56359	39537 92nd Ave Onamia, MN 56359		
Proximity to Subject		9.99 miles SE		
List Price	\$	\$ 249,500	\$	\$
List Price/Gross Liv. Area	\$ sq.ft.	205.18 sq.ft.	\$ sq.ft.	\$ sq.ft.
Last Price Revision Date	6/18/2016	6/18/2016		
Data Source(s)		MLS#4690581		
Verification Source(s)		Listing agent		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjust	DESCRIPTION
Sales or Financing				
Concessions		List to sale 96%	-9,980	
Days on Market		116		
Location	Good/Lake	Good/Lake		
Leasehold/Fee Simple	Fee Simple	Fee Simple		
Site	0.43 ac/100' MLL	.54ac/80' MLL	+5,000	
View	Good/Lake	Good/Lake		
Design (Style)	1 Story Cottage	1.5 Story		
Quality of Construction	Average	Average		
Actual Age	76 Act/25 Eff	96 Act/20 Eff	-5,000	
Condition	Average	Average		
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths
Room Count	5 3 1	5 3 2.25	-5,000	
Gross Living Area	1,234 sq.ft.	1,216 sq.ft.	+360	sq.ft.
Basement & Finished Rooms Below Grade	0	0		
Functional Utility	Good	Good		
Heating/Cooling	Wall FA/None	HW Gas/CA	-2,000	
Energy Efficient Items	None	None		
Garage/Carport	1 Car Det	2+ Car Det	-3,000	
Porch/Patio/Deck	3 S Prch	Deck, Patio	0	
Fireplace/Woodstove	1 Fireplace	1 Fireplace		
Amenities	Shed	Shed	-200	
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -19,820	<input type="checkbox"/> + <input type="checkbox"/> - \$
Adjusted List Price of Comparables		Net 7.9 % Gross 12.2 %	\$ 229,680	Net % Gross % \$
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).				
ITEM	SUBJECT	LISTING # 1	LISTING # 2	LISTING # 3
Date of Prior Sale/Transfer	None			
Price of Prior Sale/Transfer	N/A			
Data Source(s)	County Records	Northstar MLS		
Effective Date of Data Source(s)	7/10/2016	7/25/2016		
Comments:	This listing was included to illustrate that older lake cabins, with proper maintenance and updates, still have market appeal, despite their high actual age. This subject is very comparable to the subject, except for larger garage and storage shed, and is located on a level lot in Cove Bay of Mille Lacs Lake.			

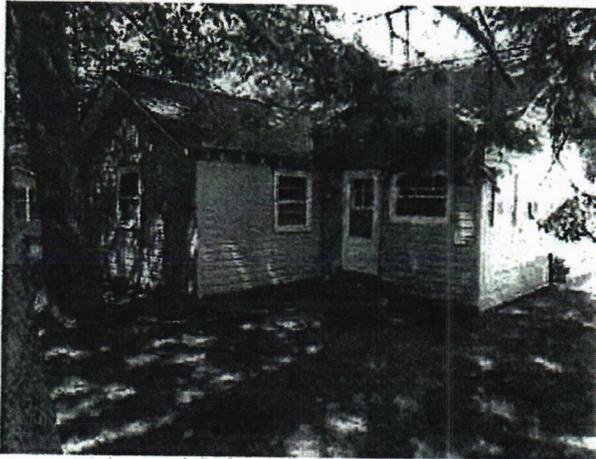
### Subject Photos

Borrower	N/A						
Property Address	17232 Walleye Rd						
City	Onamia	County	Mille Lacs County	State	MN	Zip Code	56359
Lender/Client	Mille Lacs Band of Ojibwe						

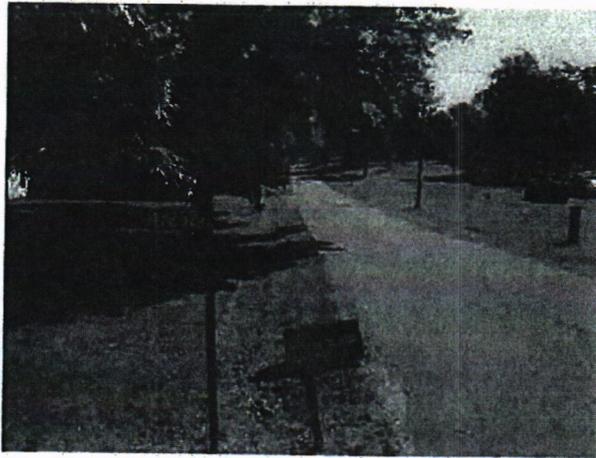


**Subject Front**

17232 Walleye Rd



**Subject Rear**



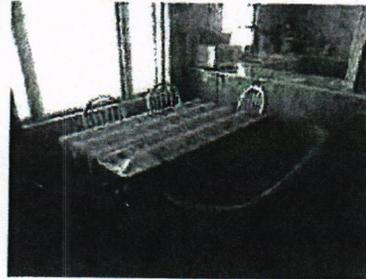
**Subject Street**

## Photograph Addendum

Borrower	N/A				
Property Address	17232 Walleye Rd				
City	Onamia	County	Mille Lacs County	State	MN
Lender/Client	Mille Lacs Band of Ojibwe	Zip Code	56359		



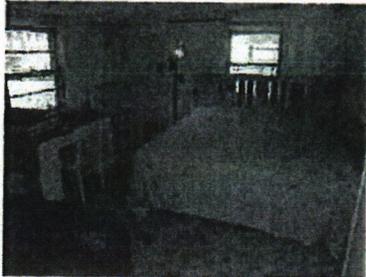
**Living room**



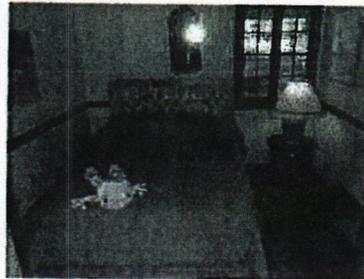
**Dining**



**Kitchen**



**Master bedroom**



**Bedroom**



**Bedroom**



**Bath**



**Utility**



**Laundry**



**3 Season Porch detached**



**Lake view from porch**



**Garage and garden shed**



**View of Wigwam Bay**



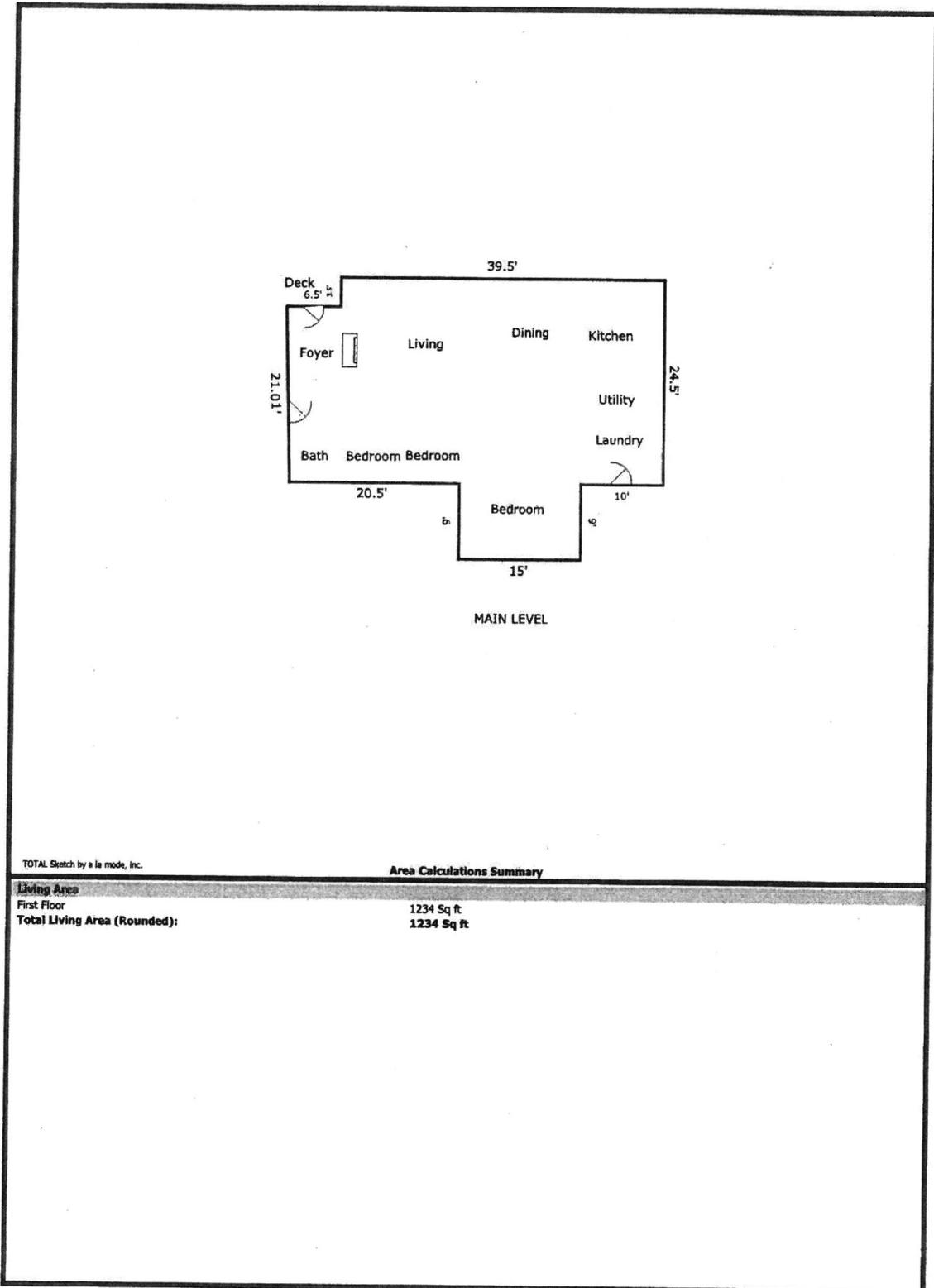
**View of open Mille Lacs**



**Subject's shore rip rap**

## Building Sketch

Borrower	N/A				
Property Address	17232 Walleye Rd				
City	Onamia	County	Mille Lacs County	State	MN Zip Code 56359
Lender/Client	Mille Lacs Bend of Ojibwe				



TOTAL Sketch by a la mode, Inc.

### Area Calculations Summary

Living Area	1234 Sq ft
First Floor	1234 Sq ft
<b>Total Living Area (Rounded):</b>	<b>1234 Sq ft</b>

# Site Map

Borrower	N/A				
Property Address	17232 Walleye Rd				
City	Onamia	County	Mille Lacs County	State	MN Zip Code 56359
Lender/Client	Mille Lacs Band of Ojibwe				



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, interchangeability, or fitness for any particular purpose.

Date: 8/8/2016

This map is not a warranty for accuracy and is provided for informational purposes only. It is not intended to be used as a legal document.

**17232 WALLEYE RD**

**MILLE LACS  
COUNTY**



**Legal Description**

File No. 16-0299 LA

Borrower	N/A						
Property Address	17232 Walleye Rd						
City	Onamia	County	Mille Lacs County	State	MN	Zip Code	56359
Lender/Client	Mille Lacs Band of Ojibwe						

Kathio Township

Section: 17

Township: 43

Range: 27

SW'LY 100 FT OF SW'LY 650', SW'LY OF LOT 7 BLK 2 PLAT OF MAPLE BANK, N OF WALLEYE RD (MAPLE LANE)  
IN GOV LOT 1, SEE 7/14/97 SURVEY

**Comparable Sales - Value Adjustments**

File No. 16-0299 LA

Borrower	N/A						
Property Address	17232 Walleve Rd						
City	Onamia	County	Mille Lacs County	State	MN	Zip Code	56359
Lender/Client	Mille Lacs Band of Ojibwe						

**DATE OF SALE/TIME:** All comparables were sold within the past 12 months and required no adjustment in this grid.

**SITE:** Site adjustments are outlined on the Site and Other Adjustment addendum.

**QUALITY OF CONSTRUCTION:** The subject and all comparables appear to be similar in quality and required no adjustments in this grid.

**EFFECTIVE AGE:** Adjustments were made accordingly for differences in effective, not chronological age. Effective ages were based on visual inspection and information gathered from listing realtors and other resources deemed reliable. Age adjustments were based on \$1000 for each year difference in effective age.

**CONDITION:** The subject and all comparables appear to be similar in condition and required no adjustments in this grid.

**BEDROOM/BATHROOM:** Adjustments in the room count grid were made for differences in the number of bedrooms and bathrooms above grade. Bedroom count adjustments are based on \$1000 per bedroom. Bathroom adjustments are based on \$1500 per half bath and \$4000 per full bath, depending on the quality of the construction.

**ABOVE GRADE ROOM COUNT/GLA:** Any room count differences noted have been taken into consideration under square foot adjustment in the GLA grid. Gross living area adjustments were made using \$20 per square foot above grade. This appraiser measures all gross living area for each subject and does not rely on county or other sources of information for square footage. If this appraiser has appraised and measured any of the comparables used in this report, the gross living area square footage may be different than reported in MLS or county records.

**BASEMENT/FINISHING:** Comparables 2 and 3 were adjusted \$5 per square foot for differences in basement square footage and/or amount of finishing.

**HEATING/COOLING:** The subject has a new energy efficient heating system. The heating system is typical for the area and is intended for year-round occupancy. Electric, propane gas, natural gas, oil, wood and pellets are typical fuels used for heating systems in the area. Adjustments for central air conditioning were made using \$2000. Ductless mini-split air conditioning units are adjusted \$500. Window air conditioners are considered personal property and are not given a value in this report.

**GARAGE STORAGE:** Adjustments were taken accordingly for differences in garage storage and value. Condition, age, and garage size were considered, rather than just a per stall amount. Garages were adjusted at \$2,000-\$5,000 per stall, again keeping in mind the quality of the construction and amount of finishing.

**PORCH/PATIO/DECK:** Adjustments were taken accordingly for differences in porch/patio/deck value. Condition, type, age, size and number of each porch/patio/deck were considered as a combined value, rather than a per item amount.

**FIREPLACES/WOODSTOVES:** Adjustments were taken accordingly for differences in condition, type, size and number. Built-in fireplaces were adjusted \$2500. Free-standing fireplaces/woodstoves were adjusted \$1000 each.

**OTHER AMENITIES:** Adjustments were made accordingly for differences in amenities.

All other adjustments were taken as necessary and should be self explanatory.

**FIRST PAGE CLARIFICATION:**

Driveway: The number indicated is the number of vehicles that can enter the driveway at the same time from the road.

Garage: The number indicated is the number of vehicles that can enter the garage at the same time from the driveway.

**Site and Other Adjustments**

File No. 16-0299 LA

Borrower	N/A						
Property Address	17232 Walleye Rd						
City	Onamia	County	Mille Lacs County	State	MN	Zip Code	56359
Lender/Client	Mille Lacs Band of Ojibwe						

When making adjustments in the site grid, consideration was given to overall site value, rather than a per acre amount. Lakeshore values vary from lake to lake and site to site that can create large adjustments. These adjustments are typical for the area, may exceed 10% of the sale price and/or cause net and gross adjustments to exceed FNMA underwriting guideline limits.

Comparable 1 is located on 76 feet of sugar sand frontage on the northeast end of Mille Lacs Lake. It required some adjustment for its lesser amount of frontage.

Comparable 2 is located on 125 feet of gravel/sand frontage on the east side of Mille Lacs Lake. It required some adjustment for its greater amount of frontage and larger overall site.

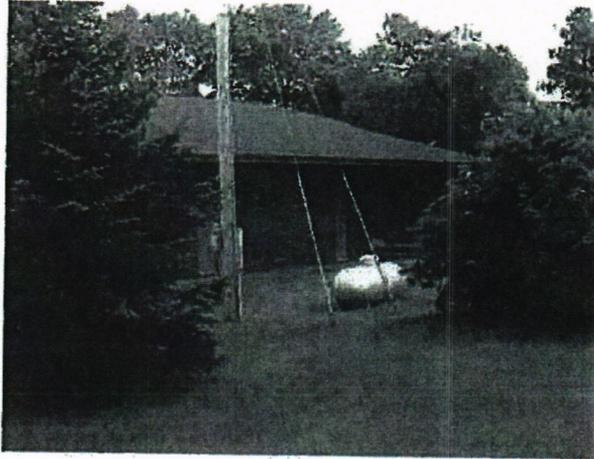
Comparable 3 is located on 100 feet of rock and sand frontage on the north side of Mille Lacs Lake. With similar overall site size and value, it required no adjustment.

Comparable 4 is located on 115 feet of rock to sand frontage on a mostly wooded, level lot on the north end of Mille Lacs Lake. It required some adjustment for its larger site.

Listing 1 is an active listing located on a level, trapezoidal lot with 80 feet of sugar sand frontage. It required some adjustment for its lesser frontage and shallow access, offset some by its larger site size and sheltered location.

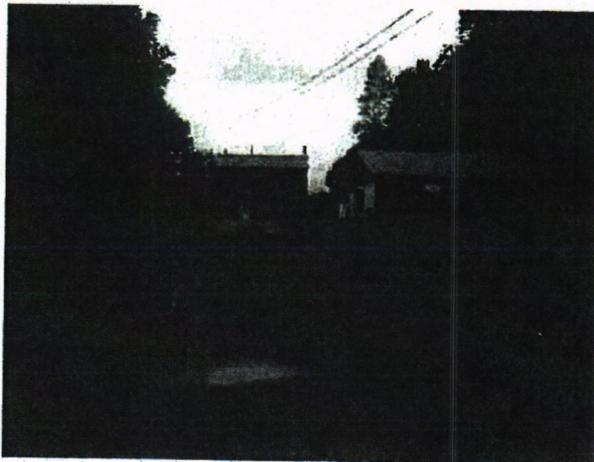
## Comparable Photo Page

Borrower	N/A				
Property Address	17232 Walleys Rd				
City	Onamia	County	Mille Lacs County	State	MN
Zip Code	56359				
Lender/Client	Mille Lacs Band of Ojibwe				



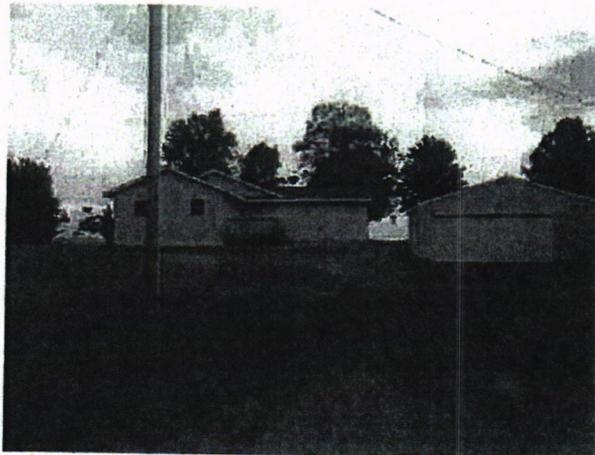
### Comparable 1

34221 State Highway 18  
 Prox. to Subject 14.71 miles NE  
 Sale Price 225,000  
 Gross Living Area 1,131  
 Total Rooms 5  
 Total Bedrooms 3  
 Total Bathrooms 2.0  
 Location Good/Lake  
 View Good/Lake  
 Site 0.37ac/76' MLL  
 Quality Average  
 Age 56 Act/20 Eff



### Comparable 2

46889 Whistle Rd  
 Prox. to Subject 11.90 miles E  
 Sale Price 265,000  
 Gross Living Area 936  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location Good/Lake  
 View Good/Lake  
 Site 0.86ac/125' MLL  
 Quality Average  
 Age 41 Act/20 Eff

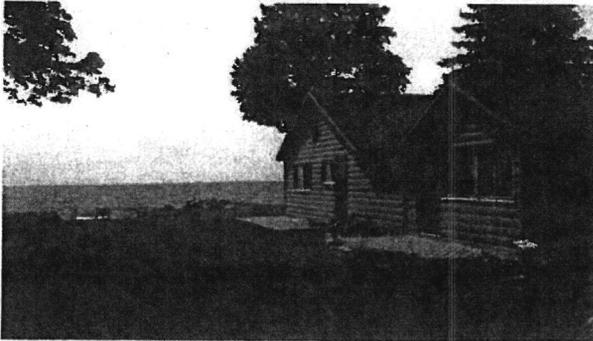


### Comparable 3

40289 237th Ln  
 Prox. to Subject 11.10 miles NE  
 Sale Price 209,000  
 Gross Living Area 1,150  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location Good/Lake  
 View Good/Lake  
 Site .37ac/100' MLL  
 Quality Average  
 Age 46 Act/20 Eff

## Comparable Photo Page

Borrower	N/A				
Property Address	17232 Walleye Rd				
City	Onamia	County	Mille Lacs County	State	MN Zip Code 56359
Lender/Client	Mille Lacs Band of Ojibwe				



### Comparable 4

38745 240th St  
Prox. to Subject 11.92 miles NE  
Sales Price 225,000  
Gross Living Area 988  
Total Rooms 5  
Total Bedrooms 2  
Total Bathrooms 1  
Location Good/Lake  
View Good/Lake  
Site 1.02ac/115'MLL  
Quality Average  
Age 61 Act/20 Eff

MLS Photo - property posted  
and gated

### Comparable 5

Prox. to Subject  
Sales Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age

### Comparable 6

Prox. to Subject  
Sales Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age

## Listing Photo Page

Borrower	N/A						
Property Address	17232 Walleye Rd						
City	Onamia	County	Mille Lacs County	State	MN	Zip Code	56359
Lender/Client	Mille Lacs Band of Ojibwe						



### Listing 1

39537 92nd Ave  
Proximity to Subject 9.99 miles SE  
List Price 249,500  
Days on Market 116  
Gross Living Area 1,216  
Total Rooms 5  
Total Bedrooms 3  
Total Bathrooms 2.25  
Age 96 Act/20 Eff

MLS Photo

### Listing 2

Proximity to Subject  
List Price  
Days on Market  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Age

### Listing 3

Proximity to Subject  
List Price  
Days on Market  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Age



## **PRIVACY NOTICE**

**Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.**

### **Types of Nonpublic Personal Information We Collect**

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

### **Parties to Whom We Disclose Information**

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

### **Confidentiality and Security**

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us an any time if you have any questions about the confidentiality of the information that you provide to us.

**ADDENDUM**

File No. 16-0299 LA

Borrower	N/A						
Property Address	17232 Walleye Rd						
City	Onamia	County	Mille Lacs County	State	MN	Zip Code	56359
Lender/Client	Mille Lacs Band of Ojibwe						

**NEIGHBORHOOD BOUNDARIES:**

The neighborhood boundaries include the Mille Lacs Lake area and all surrounding residential developments with residential acreage. The popular lakes area offers numerous year-round water related activities. Higher priced properties in this marketing area typically have lake frontage. This is a rural residential area in an area with both non-lakeshore and lakeshore properties being in average-to-good demand.

There is easy access to shopping, schools, employment centers in downtown Garrison and Onamia, as well as Brainerd to the subject's west. The neighborhood is in the heart of the one of the state's most popular tourist destinations. The neighborhood also has easy access to many recreational activities including: boating, fishing, golfing, and snowmobiling. Improvements of the subject property conform to the neighborhood. The neighborhood has no apparent adverse factors affecting the subject's marketability. Marketability of residential properties is good due to a limited supply and steady demand for properties with residential acreage.

**NEIGHBORHOOD DESCRIPTION:**

Marketability is average, and demand has been steady for properties similar to subject. No adverse conditions were noted in the neighborhood at time of appraisal inspection. In the subject's marketing area, some housing prices exceed \$800,000. A prominent value of \$150,000 is considered to be an average for the subject's marketing neighborhood. This includes all housing and should not be used to reference individual market values for properties due to a wide variety of homes and building sites in this marketing area.

**NEIGHBORHOOD MARKET CONDITIONS:**

Per the subject's MLS marketing district, statistics indicate that competitively priced listings are selling with an average marketing time of 2 to 6 months. Sellers are receiving 90-96% of asking price, indicating a current stabilizing market. Due to most sales occurring during the non-winter months, there are very few sales within the past 90 days at this time. This is consistent with historical trends for residential properties due to seasonal buyer trends with a majority of sales occurring during the months of May through October. Financing at the present time is readily available from a variety of sources, which benefits both potential buyers and sellers.

**ADDITIONAL FEATURES:**

The subject has average energy efficient windows that are typical for the area and are intended for year-round occupancy. In addition, features of the subject include a private well and septic system. Private wells and septic systems are typical for the area and do not adversely affect marketability of the subject property. Public connections are not available. The subject does have access to and connection with natural gas.

Typical easements have been considered in estimating market value. No adverse easements were noted at time of inspection. Special assessments, paid yearly, pertain to solid waste removal. They are typical for the area.

**QUALITY AND CONDITION OF PROPERTY:** The subject property is of average quality and in average condition.

**COMMENTS ON SALES COMPARISON:**

All comparables chosen have meaningful attributes, and a blended value conclusion was utilized. The location mapping program does not show all the area lakes; however the distances are accurate.

It should be noted that the quality and number of comparables are limited. It is this appraiser's judgment that the comparables displayed are the most comparable and the best indicators of value to the subject property that could be found at this time.

Only 2 similar sales were available within the past 90 days. Time parameters were extended up to 12 months which is very typical for appraising in the subject's market area. The initial comparable sales search focused on sales, listings, and pending sales with transaction dates within the past 3 months and located within 5 miles of the subject. Other attribute qualities searched for include properties having: GLA within 25% of the subject; similar site size and/or lake frontage on Mille Lacs Lake, similar age within a 10-year range; and similar design. The initial search resulted in no properties which met these exact parameters. The search parameters were then expanded to all sales, listings, and pending sales with transaction dates within the past 12 months, and expanded above grade GLA, age, site sizes, and design. Using the expanded search parameters a total of 7 properties were found, of which 4 sales were considered most comparable and included in the Sales Comparison Approach.

**MLS PHOTOS:**

Appraiser may not be able to take an original photo of every comparable used in this report. Appraiser may not have permission to trespass on the comparable private property in order to acquire an original quality photo. Some comparable properties are located down long private driveways, gated and/or viewing may be obstructed by trees. Also, there are times when a comparable is used based on information found in MLS and when the appraiser drove to the property, the home was removed/burned/torn down. Therefore, MLS photos for some comparables may be included for ease of visual comparison. MLS photos will be located directly after the comparable photo pages in this report.

**ADDENDUM**

File No. 16-0299 LA

Borrower	N/A						
Property Address	17232 Walleye Rd						
City	Onamia	County	Mille Lacs County	State	MN	Zip Code	56359
Lender/Client	Mille Lacs Band of Ojibwe						

**DISCUSSION OF EXCEPTIONS TO FNMA GUIDELINES:**

FNMA suggest comparables be within six months, one mile, and have gross adjustments less than 25%, net adjustments less than 15%, and individual adjustments exceeding 10%.

It was necessary to exceed the desired 6-month time guideline due to the limited sales for similar properties on Mille Lacs Lake. It is common and typical to have sales dating up to 12 months when appraising in this market area. The market is currently stable; thus time adjustments are not necessary.

It was necessary to exceed the desired 1-mile distance guideline due to the limited sales data and the scattered nature of residential developments with lake frontage. Distances up to 20 miles are common and typical when appraising homes in this marketing area. All comparables come from similar and competing neighborhoods and have similar appeal to the market. All comparables share similar commute times and support services, respectively, with the subject. Location adjustments are not required.

These exceptions are typical for the area and is not an indication of adverse market conditions.

The comparables used were the best available at time of appraisal inspection.

**COST APPROACH COMMENTS INCLUDING SUPPORT FOR THE OPINION OF SITE VALUE:**

Cost estimates were derived from construction contracts, building contractors, office files, and the Marshall Swift cost of Service. The site value, as vacant, is based on market trends. Physical depreciation reflects physical wear and is based on age/life method with a total economic life of 75 years.

Estimated remaining economic is 50 years.

Land-to-value ratios for similar properties in the subject's area typically range from 10-30%. This is due to the average/good demand and limited supply for higher quality residential sites in this marketing area. The comparables used have similar land to value ratios. This is common and typical for this area.

The square footage is calculated on the sketch page.

The cost approach has only been developed by the appraiser as an analysis to support their opinion of the property's market value. Use of this data, in whole or part, for other purposes, is not intended by the appraiser. Nothing set forth in the appraisal should be relied upon for the purpose of determining the amount or type of insurance coverage to be placed on the subject property. The appraiser assumes no liability for and does not guarantee that any insurable value estimate inferred from this report will result in the subject property being fully insured for any loss that may be sustained. Further, the cost approach may not be a reliable indication of replacement or reproduction cost for any date other than the effective date of this appraisal due to changing costs of labor and materials and due to changing building codes and governmental regulations and requirements.

**ADDITIONAL COMMENTS: TRANSMITTAL LETTER AND FIRREA**

No responsibility has been assumed for matters which are legal in nature, nor has any opinion on them been rendered, other than assuming marketable title. Liens and encumbrances, if any, have been disregarded and the property was appraised as though free of indebtedness.

1. The intended user of this appraisal report is the Lender/Client. The intended use is to evaluate the property that is the subject of this appraisal for a possible purchase, subject to the stated scope of work, purpose of the appraisal, reporting requirements of this appraisal report form, and definition of market value. No additional intended users are identified by the appraiser, including the borrower or any other person or entity.
2. The legal description of the subject property can be found on the Legal Description page.
3. The reasonable marketing period for the subject property is 90 - 180 days.
4. The subject has not been sold within the past 3 years. The final value conclusion is in compliance with the market value defined herein.
5. The subject property was inspected on 7/10/2016. The report was prepared on 7/25-27/2016. The effective date of the appraisal is 7/10/2016.
6. The subject is an existing structure. This appraisal is being made "as is".
7. Personal property was not included in the appraised value.
8. We have considered all three approaches to value. The income approach was not utilized due to lack of reliable rental data of single family homes in this neighborhood.
9. The subject is a single family, residential property. It is not currently rented. Revenues, expenses, and/or vacancies do not apply.
10. Current and future employment or compensation is not contingent upon the reporting of a predetermined value of direction in value that favors the cause of the client, the amount of the value estimate, the attainment of stipulated result or the occurrence of a subsequent event.
11. This appraisal report was completed in conformity with the Uniform Standards of Professional Appraisal Practice.
12. If the photos included in this appraisal are digital/electronic images, they have not been enlarged, enhanced or altered in any way to be misleading. People, realty signs and inappropriate images caught in photos are expunged.
13. If electronic/digital signatures are used, it has been ruled acceptable appraisal practice by the USPAP.
14. Per USPAP, it must be disclosed if the appraiser has previously inspected the property in the past 3 years. The subject has not been appraised by the appraiser within the past 3 years (from date of inspection).
15. Exposure: The exposure time for a good sale would range from 30 to 180 days depending on marketing strategy, time of year, motivation and pricing.
16. The subject property is residential with no commercial business being conducted at the time of inspection.

## Appraiser Independence Certification

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.

I assert that no employee, director, officer, or agent of Mille Lacs Band of Ojibwe, or any other third party acting as joint venture partner, independent contractor, appraisal management company, or partner on behalf of Mille Lacs Band of Ojibwe, influenced, or attempted to influence the development, reporting, result, or review of my appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that Mille Lacs Band of Ojibwe has never participated in any of the following prohibited behavior in our business relationship:

- 1) Withholding or threatening to withhold timely payment or partial payment for an appraisal report;
- 2) Withholding or threatening to withhold future business with me, or demoting or terminating or threatening to demote or terminate me;
- 3) Expressly or impliedly promising future business, promotions, or increased compensation for myself;
- 4) Conditioning the ordering of my appraisal report or the payment of my appraisal fee or salary or bonus on the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requested from me;
- 5) Requesting that I provide an estimated, predetermined, or desired valuation in an appraisal report prior to the completion of the appraisal report, or requesting that I provide estimated values or comparable sales at any time prior to my completion of an appraisal report;
- 6) Provided me an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;
- 7) Provided to me, or my appraisal company, or any entity or person related to me as appraiser, appraisal company, stock or other financial or non-financial benefits;
- 8) Any other act or practice that impairs or attempts to impair my independence, objectivity, or impartiality or violates law or regulation, including, but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the USPAP.

  
Signature \_\_\_\_\_ Date 07/28/2016  
Larry Getchell  
Appraiser's Name \_\_\_\_\_ State License or Certification # 20350963  
Licensed Residential Appraiser  
State Title or Designation \_\_\_\_\_ Expiration Date of License or Certification 08/31/2016 MN  
State MN  
17232 Walleye Rd, Onamia, MN 56359  
Address of Property Appraised \_\_\_\_\_

Appraiser License

STATE OF MINNESOTA



LARRY C. GETCHELL  
21432 455TH PL  
AITKIN, MN 56431

Department of Commerce

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that  
**LARRY C. GETCHELL**

21432 455TH PL  
AITKIN, MN 56431

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of

**Resident Appraiser : Licensed Residential**

**License Number: 20350963**

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until August 31, 2018.

IN TESTIMONY WHEREOF, I have hereunto set my hand this July 09, 2016.

A handwritten signature in cursive script, appearing to read "Mike Ottomano".

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division

85 7th Place East, Suite 500

St. Paul, MN 55101-3185

Telephone: (651) 636-1699

Email: [licensing.commerce@state.mn.us](mailto:licensing.commerce@state.mn.us)

Website: [commerce.state.mn.us](http://commerce.state.mn.us)

Notes:

- Individual Licensees Only - Continuing Education: 15 hours is required in the first renewal period, which includes a 7 hour USPAP course. 30 hours is required for each subsequent renewal period, which includes a 7 hour USPAP course.
- Appraisers: You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to perform appraisals for federally-related transactions. Trainees do not qualify. For further details, please visit our website at [commerce.state.mn.us](http://commerce.state.mn.us).

**Appraiser Resume**

**Lakes Appraisals LLC**

**Larry Getchell  
Licensed Residential Appraiser  
ID# 20360963  
21432 455th Place  
Atkin, MN 56431  
Phone: 218-678-4140  
FAX: 218-678-2712**

**Degrees and Licenses:**

**Registered and Licensed Property Appraiser , State of Minnesota,  
2002-Present  
Bachelor of Science, Bemidji State University, 1973  
Post Graduate Studies at Various Universities**

**Major Work Experiences:**

**Real Estate Appraiser, August, 2002 to Present  
Secondary Education Teacher, 1973-2006, Retired  
(Economics, Psychology, Sociology, History, Special Education)  
Various Business Management and Ownership, 1975-Present  
(Currently Owner: Stor-All of Garrison Inc.)**

**Appraisal Training:**

**Appraisal Principles I and II  
Appraisal Practices I and II  
Appraisal Standards and Ethics  
Appraiser's Guide to Residential Construction  
Current Issues: 1004MC  
Declining Markets  
Energy Efficient Homes and Their Costs  
How To Measure Real Estate Property  
Mold - Myth or Menace?  
Septic Systems Revealed  
Land Use & Water Quality  
Robo Appraiser  
When Accuracy Matters  
Mortgage Fraud and the Real Estate Profession  
The Cost Approach and Depreciation  
Why Bad Things Happen To Good Houses  
MLS - Beginner and Advanced  
Completing FHA Appraisals  
National USPAP Updates**

As of : 5/18/2016

Parcel Number: 09-117-0600  
Payable Year: 2017 Rec# 1 of 1

[General Information](#) | [Value Information](#) | [Special Asmts](#) | [Ditch](#) | [Sales](#) | [History](#) | [Appraisal Summary](#)

**General**

<b>PCL #</b>	09-117-0600/0		LARSON/DEAN R & DIANE M
<b>Class</b>	151 SEASONAL REC RESIDENTIAL		
<b>Homestead</b>	0 NON HOMESTEAD	<b>MP#</b>	09-117-0600
<b>HST Choice</b>	99	<b>Limits %</b>	

<b>Market/Taxable</b>		<b>Tax Capacity</b>		<b>Miscellaneous</b>	
<b>Land</b>	151100 / 151100	<b>Net TC</b>	2055	<b>Deeded Acres</b>	0.43
<b>Build</b>	54400 / 54400	<b>Market Ref</b>	0	<b>Till Acres</b>	0.00
<b>Machine</b>	0 / 0	<b>Q.T.A.</b>	0		
<b>Exemptions</b>		<b>HS HG/1A</b>	0	<b>CER</b>	0
<b>Exclusion</b>	0	<b>NH HG/1A</b>	0		
<b>Total MKT</b>	205500 / 205500				
<b>GA Land</b>	0 / 0				
<b>Build Site</b>	0 / 0				
<b>House/Gar</b>	0 / 0				
<b>Other Build</b>	0				
<b>Till Land</b>	0				
<b>NC House</b>	0				
<b>NC Other</b>	0				
<b>New Improve</b>	0				

This Data is Subject to Change.

[Another Search](#) | [Back to ParcelList](#)

#14



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**INTEROFFICE MEMO**

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**Date:** August 18, 2016  
**To:** APB and Band Assembly  
**From:** Susan Klapel, Executive Director of Natural Resources  
Michele Palomaki, Assistant Commissioner of Administration  
**RE:** Appropriations for 1 Property in District 2 (2016 FY)  
**Cc:** Lisa Johnson, Director of Real Estate

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The Real Estate Department is requesting appropriations from the permanent initiative fund for **fiscal year 2016** in the amount of \$73,000.00 for approximately 36.90 acres more or less located adjacent to Apple Orchard 2. The Band has been trying to acquire the property since 2003. The issue has always been the price. In 2003 we did an appraisal for this property along with the 40 acres to the south and the value came back at \$94,000.00. Currently we are only looking at the 36.9 acres and the market value for the property is at \$43,900 per Aitkin County. They are asking 78,900.00 which is far too high. We have negotiated a price of 65,809.00. It was purchased in 2004 for \$60,000.00. This would be a good piece to acquire because we can provide city sewer through the Band's infra structure in D2. Even with paying a higher value than what the county has the property listed at, it would be a good acquisition for potential future development. The remainder of the money would be used for closing costs and environmental work. \$71,000 would go in line item 250-595-7302 and \$2,000.00 is to be placed in line item 250-595-4300. If there are any questions please contact Lisa Johnson, Director of Real Estate at ext. 7552.







Berkshire Hathaway affiliate

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2015 Minnesota Association of REALTORS®, Edina, MN

1. Date \_\_\_\_\_

2. Page 1 of 11

3. BUYER(S): Mulle Loos Band of Chippewa Indian

4. \_\_\_\_\_

5. Buyer's earnest money in the amount of one thousand Dollars (\$ 1,000 ) shall

6. be delivered to listing broker no later than two (2) Business Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that listing broker shall deposit any earnest money in the listing broker's trust account within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

7. Said earnest money is part payment for the purchase of the property located at

12. Street Address: 36271 190th Avenue

13. City of McGregor, County of Aitkin State of Minnesota, legally

14. described as NE OF SE LESS 3.10 AC S-24, T-47, R-23.

15. \_\_\_\_\_

17. including all fixtures, if any, AND  INCLUDING  EXCLUDING the following personal property, if any, which shall

18. be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

19. \_\_\_\_\_

21. all of which Property Seller has this day agreed to sell to Buyer for the sum of (\$ 61,500 )

22. Scity one thousand five hundred

23. \_\_\_\_\_ Dollars,

24. which Buyer agrees to pay in the following manner:

25. 1. CASH of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest money; PLUS

27. 2. FINANCING of \_\_\_\_\_ percent (%) of the sale price, which will be the total amount secured against this Property to fund this purchase.

29. Such financing shall be  a first mortgage  contract for deed or  a first mortgage with subordinate financing, as described in the attached Addendum: \_\_\_\_\_

31.  Conventional  FHA  DVA  Assumption  Contract for Deed  Other: \_\_\_\_\_

33. The date of closing shall be Aug 12, 20 16.

34. SALE OF BUYER'S PROPERTY CONTINGENCY: This Purchase Agreement  IS  IS NOT subject to an Addendum to Purchase Agreement: Sale of Buyer's Property Contingency. (If answer is IS, see attached Addendum.)

36. (If answer is IS NOT, the closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing, if financing is applicable.)

38. This Purchase Agreement  IS  IS NOT subject to cancellation of a previously written purchase agreement dated \_\_\_\_\_

39. \_\_\_\_\_, 20\_\_\_\_\_. (If answer is IS, said cancellation shall be obtained no later than \_\_\_\_\_, 20\_\_\_\_\_. )



PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)

82. Page 3 Date \_\_\_\_\_

83. Property located at 36271 190th Avenue McGregor MN 55760
84. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
85. including all penalties and interest.
86. Buyer shall pay  PRORATED FROM DAY OF CLOSING  \_\_\_\_\_ 12ths OF  ALL  NO real estate  
(Check one.)
87. taxes due and payable in the year 20 16 .
88. Seller shall pay,  PRORATED TO DAY OF CLOSING  \_\_\_\_\_ 12ths OF  ALL  NO real estate taxes  
(Check one.)
89. due and payable in the year 20 16 . If the closing date is changed, the real estate taxes paid shall, if prorated,
90. be adjusted to the new closing date.
91. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
92. is not otherwise herein provided. No representations are made concerning the amount of subsequent real estate
93. taxes.
94. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**
95.  BUYER SHALL PAY  SELLER SHALL PAY on date of closing any deferred real estate taxes  
(Check one.)
96. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.
97.  BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING  SELLER SHALL PAY ON  
(Check one.)
98. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and
99. payable in the year or closing.
100.  BUYER SHALL ASSUME  SELLER SHALL PAY on date of closing all other special assessments levied as  
(Check one.)
101. of the date of this Purchase Agreement.
102.  BUYER SHALL ASSUME  SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as  
(Check one.)
103. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
104. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
105. assessments or less, as required by Buyer's lender.)
106. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
107. which is not otherwise herein provided.
108. As of the date of this Purchase Agreement, Seller represents that Seller  HAS  HAS NOT received a notice  
(Check one.)
109. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
110. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before
111. closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and
112. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
113. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare
114. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
115. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
116. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
117. directing all earnest money paid hereunder to be refunded to Buyer.
118. **POSSESSION:** Seller shall deliver possession of the Property no later than Immediate after closing.
119. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the Property
120. by possession date.
121. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and
122. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
123. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)

124. Page 4 Date \_\_\_\_\_

125. Property located at 36271 190th Avenue

McGregor

MN 55760

126. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date of this Purchase Agreement,
127. Seller shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches
128. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer
129. or Buyer's designated title service provider:
130. (1) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write
131. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs
132. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title
133. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if
134. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,
135. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
136. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting
137. Seller, upon cancellation of this Purchase Agreement.
138. (2) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract (RPA) certified to date
139. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for
140. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract
141. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of
142. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (1) will
143. automatically apply.
144. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
145. provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable or, in
146. the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer
147. and Seller may by mutual agreement further extend the closing date. Lacking such extension, either party may declare
148. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
149. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
150. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
151. directing all earnest money paid hereunder to be refunded to Buyer.
152. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
153. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This
154. provision deals with the necessity of subdividing land to complete the sale of the Property described herein in contrast
155. to the subdivision provision of lines 55-56 which deals with the future development plans of Buyer. Seller warrants the
156. legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of
157. closing. Seller warrants that there is a right of access to the Property from a public right of way.
158. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,
159. materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing.
160. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
161. proceedings or violation of any law, ordinance or regulation. If the Property is subject to restrictive covenants, Seller
162. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
163. such notices received by Seller shall be provided to Buyer immediately.
164. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage or acreage of land or improvements provided
165. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
166. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
167. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any
168. surveys, inspections or tests or for water, sewer, gas or electrical service hookup as agreed to herein. Buyer shall
169. restore the premises to the same condition it was in prior to the surveys, inspections or tests and pay for any restoration
170. costs relative thereto.
171. **RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the date of closing for
172. any reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the Property
173. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's
174. option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,
175. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
176. directing all earnest money paid hereunder to be refunded to Buyer.

**PURCHASE AGREEMENT:  
 VACANT LAND (RESIDENTIAL)**

177. Page 5 Date \_\_\_\_\_

178. Property located at 36271 190th Avenue McGregor MN 55760

179. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

180. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)  
 181. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)  
 182. ending at 11:59 P.M. on the last day.

183. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays or state or federal holidays unless  
 184. stated elsewhere by the parties in writing.

185. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the listing broker shall release earnest money from  
 186. the listing broker's trust account: 1) at or upon the successful closing of the Property; 2) pursuant to written agreement  
 187. between the parties, which may be reflected in a *Cancellation of Purchase Agreement* executed by both Buyer and  
 188. Seller; 3) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or 4) upon receipt of a court order.

189. **DEFAULT:** If Buyer defaults in any of the agreements herein, Seller may cancel this Purchase Agreement, and any  
 190. payments made hereunder, including earnest money, shall be retained by Seller as liquidated damages and Buyer  
 191. and Seller shall affirm the same by a written cancellation agreement.

192. If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement under the  
 193. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults  
 194. in any of the agreements hereunder or there exists an unfulfilled condition after the date specified for fulfillment,  
 195. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein  
 196. that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory  
 197. Cancellation under MN Statute 559.217, Subd. 4.

198. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual  
 199. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to  
 200. specific performance, such action must be commenced within six (6) months after such right of action arises.

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

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

210. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this  
 211. Purchase Agreement consists of approximately 36.9  ACRES  SQUARE FEET and is currently zoned  
 (Check one.)

212. \_\_\_\_\_

213. Seller discloses, to the best of Seller's knowledge, that the Property  IS  IS NOT in a designated flood plain  
 214. area. (Check one.)

215. Seller discloses, to the best of Seller's knowledge, that the Property  DOES  DOES NOT currently receive  
 216. preferential tax treatment (e.g. Green Acres). (Check one.)

217. Seller discloses, to the best of Seller's knowledge, that the Property  IS  IS NOT enrolled in any Federal, State, or  
 (Check one.)

218. local governmental programs (e.g., CREP, CRP, EQIP, WRP, Conservation programs, riparian buffers, Sustainable  
 219. Forest Incentive Act, etc.).

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

220. Page 6 Date \_\_\_\_\_

221. Property located at 36271 190th Avenue McGregor MN 55760

222. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO  
 223. ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS  
 224. PURCHASE AGREEMENT.
225. BUYER HAS RECEIVED A (check any that apply):  DISCLOSURE STATEMENT: VACANT LAND OR A  
 226.  DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.
227. DESCRIPTION OF PROPERTY CONDITION: See Disclosure Statement: Vacant Land or Disclosure Statement:  
 228. Seller's Disclosure Alternatives for description of disclosure responsibilities and limitations, if any.
229. BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.
230. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.

231. ENVIRONMENTAL CONCERNS: To the best of the Seller's knowledge there are no hazardous substances or  
 232. underground storage tanks, except where herein noted.

233. \_\_\_\_\_  
 234. \_\_\_\_\_  
 235. \_\_\_\_\_

236. UTILITIES: TO THE BEST OF SELLER'S KNOWLEDGE, THE FOLLOWING PRESENTLY EXIST WITHIN THE  
 237. PROPERTY:

238. Connection to public water?  Yes  No  
 239. Connection to public sewer?  Yes  No  
 240. Connection to private water system off Property?  Yes  No  
 241. Connection to electric utility?  Yes  No  
 242. Connection to natural gas?  Yes  No

243. PLEASE NOTE: Buyer may incur additional charges improving the Property, including, but not limited to, hookup and/  
 244. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road  
 245. access, curb cuts, utility connection and connecting fees; and tree planting charges.

246. (Check appropriate boxes.)  
 247. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:  
 248. CITY SEWER  YES  NO / CITY WATER  YES  NO
249. **SUBSURFACE SEWAGE TREATMENT SYSTEM**  
 250. SELLER  DOES  DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR  
 (Check one.)  
 251. SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Disclosure  
 252. Statement: Subsurface Sewage Treatment System.)
253. **PRIVATE WELL**  
 254. SELLER  DOES  DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.  
 (Check one.)  
 255. (If answer is DOES and well is located on the Property, see Disclosure Statement: Well.)
256. THIS PURCHASE AGREEMENT  IS  IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:  
 (Check one.)
257. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**  
 258. (If answer is IS, see attached Addendum.)
259. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS  
 260. RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE  
 261. SEWAGE TREATMENT SYSTEM.

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

262. Page 7 Date \_\_\_\_\_

263. Property located at 36271 190th Avenue McGregor MN 55760

264. **NOTICE**

265. Shawn Hoover is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(License) (Check one.)

266. Aspen Realty  
(Real Estate Company Name)

267. Debra Flam is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(License) (Check one.)

268. Edina Realty, Inc.  
(Real Estate Company Name)

269. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

270. **DUAL AGENCY REPRESENTATION**

271. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

272.  Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 273-289.*

273.  Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 274-289.*

274. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).

275. Seller(s) and Buyer(s) acknowledge that

276. (1) confidential information communicated to Broker which regards price, terms or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;

277. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

278. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of the sale.

279. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salesperson to act as dual agents in this transaction.

280. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

281. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

282. Date \_\_\_\_\_ Date \_\_\_\_\_

290. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the cash outlay at closing or reduce the proceeds from the sale.

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

292. Page 8 Date \_\_\_\_\_

293. Property located at 36271 190th Avenue McGregor MN 55760

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

298. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the deed.

301. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security numbers.

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

308. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase Agreement.

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

316. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.

318. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract for deed.

320. **OTHER:**

321. \_\_\_\_\_

322. Seller responsible for removal of debris.

323. \_\_\_\_\_

324. ie: appliances, barrels, tires, any other discarded

325. \_\_\_\_\_

326. man made materials found on property prior to

327. close.

328. \_\_\_\_\_

329. \_\_\_\_\_

330. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Purchase Agreement.

331. Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).

332. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement and should not be part of the page numbering.



**ADDENDUM TO PURCHASE AGREEMENT**

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1. Date \_\_\_\_\_

2. Page 10 of 11

3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_, 20\_\_\_\_\_, pertaining to the  
4. purchase and sale of the property at 36271 190th Avenue  
5. McGregor MIN 55760

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language  
7. in this Addendum shall govern.

8. Buyer's obligations under this Agreements are contingent upon Buyer's  
9. satisfaction with each of the following:

10. 1). Band Approval. This offer is contingent upon approval of  
11. appropriations from the Band that requires legislative approval after  
12. an offer has been accepted.

13. 2). Buyer plans on completing a Phase 1 environmental study, to be  
14. paid at buyer's expense. Buyer shall be satisfied, in Buyer's sole  
15. discretion with the results of the Phase 1 environmental inspections.  
16. Buyer will have the right, from time to time prior to closing, to enter  
17. upon the property to examine the same and the condition thereof.

18. Phase 1 environmental study shall be conducted and completed on or  
19. before Aug 1, 2016.

20. Buyer shall survey property at Buyer expense.

21. Notwithstanding any other provision of the Purchase Agreement, Buyer  
22. may, based on the Phase 1 environmental study, survey, and / or survey  
23. results declare this Purchase Agreement cancelled by written notice to  
24. Seller, or licensee representing or assisting Seller within 2 business  
25. days after date noted on line 19. Buyer and Seller shall immediately  
26. sign a Cancellation of Purchase Agreement confirming said cancellation  
27. and all earnest money paid shall be refunded to Buyer.

28. Buyer shall have up to \_\_\_\_\_ business days after acceptance of Purchase  
29. Agreement to provide Seller's Broker with earnest money.  
30.

31. \_\_\_\_\_ (Date)  
(Seller)

Mitchell 7-1-16  
(Buyer) (Date)

32. \_\_\_\_\_ (Date)  
(Seller)

\_\_\_\_\_  
(Buyer) (Date)

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.  
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

ADDENDUM TO PURCHASE AGREEMENT

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1. Date \_\_\_\_\_

2. Page 11 of 11

3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_, 20\_\_\_\_, pertaining to the  
4. purchase and sale of the property at 36271 190th Avenue  
5. McGregor MN 55760

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language  
7. in this Addendum shall govern.

8. \_\_\_\_\_  
9. Line of Vacant Land Disclosure  
10. states property is located on private road.

→ 12. Seller will provide Buyer with documentatun.  
13. of private or public ownership of road.  
14. If 190<sup>th</sup> is privately owned, Seller will provide  
15. Buyer with road maintenance agreement and copy  
16. of easement.

31. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) Michal Palumbo (Buyer) 7-1-16 (Date)

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

33. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**  
34. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**DISCLOSURE STATEMENT:**

**VACANT LAND**

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1. Date 8-8-15
2. Page 1 of \_\_\_\_\_ pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED HERETO AND
4. MADE A PART HEREOF

**5. THE INFORMATION**

6. NOTICE: The Seller is aware that the disclosure requirements of MN Statutes 513.52 through 513.60, with limited exceptions listed on page nine (9), are obligated to the Buyer. Seller is aware that could adversely and significantly affect any intended use of the property of which Seller is aware, as soon as reasonably possible, but in any event before Seller is obligated to continue to notify Buyer, in writing, Seller is aware that could adversely and significantly affect the use of the property that occur up to the time of closing. Seller's Disclosure Alternatives form for further disclosure of a warranty or a guarantee of any kind by Seller or
7. Under
8. di-
- 9.

*Need Seller Signature  
Lina 312-314  
342-343*

**GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.**

- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.

closure requirements of MN Statutes 513.52 through 513.60, with limited exceptions listed on page nine (9), are obligated to the Buyer. Seller is aware that could adversely and significantly affect any intended use of the property of which Seller is aware, as soon as reasonably possible, but in any event before Seller is obligated to continue to notify Buyer, in writing, Seller is aware that could adversely and significantly affect the use of the property that occur up to the time of closing. Seller's Disclosure Alternatives form for further disclosure of a warranty or a guarantee of any kind by Seller or

Statutes 513.52 through 513.60:

means property occupied as, or intended to be occupied as, a common interest community as defined in MN Statute 515B.1-103, clause 1, or a common interest community not subject to Chapter 515B.

Statutes of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in real property by sale, exchange, deed, contract for deed, lease with an option to purchase or any other means.

24. **INSTRUCTIONS TO BUYER:** Buyers are encouraged to thoroughly inspect the land personally or have it inspected by a third party, and to inquire about any specific areas of concern. NOTE: If Seller answers "NO" to any of the questions listed below, it does not necessarily mean that it does not exist on the land, did not occur, or does not apply. NO may mean that Seller is unaware.
- 25.
- 26.
- 27.
28. **INSTRUCTIONS TO SELLER:** (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or inspection report(s) when completing this form. (3) Describe conditions affecting the land to the best of your knowledge. (4) Attach additional pages with your signature if additional space is required. (5) Answer all questions. (6) If any items do not apply, write "NA" (not applicable).
- 29.
- 30.
- 31.

32. Land location or identification 36271 190th Ave  
(Address /Section/Township/Range)

33. PID # 30-0-035700, Legal Description NE 1/4 OF SE 1/4 LESS 3.10 AC IN S-21, T-47, R-23.

34. City or Township of Mcgregor, County of Aitkin, State of Minnesota.

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

36. (1) What date July did you acquire the land?
37. (2) Type of title evidence:  Abstract  Registered (Torrens)  Unknown
38. Location of Abstract: Bank
39. Is there an existing Owner's Title Insurance Policy?  Yes  No
40. (3) Are you in possession of prior vacant land disclosure statement(s)? (If "Yes," please attach if in your possession.)  Yes  No
- 41.
42. (4) Are there any current or past Phase I, Phase II or Phase III Environmental Site Assessment(s)? (If "Yes," please attach if in your possession.)  Yes  No
- 43.
44. (5) Access (where/type): Township Road
45. Is access (legal and physical) other than by direct frontage on a public road?  Yes  No



**DISCLOSURE STATEMENT:  
VACANT LAND**

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

48. Property located at 36271 190th Ave Mcgregor MN 55760

49. (6) Has the land been surveyed?  Yes  No

50. Year surveyed: \_\_\_\_\_

51. What company/person performed the survey? \_\_\_\_\_

52. Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

53. (7) Is this platted land?  Yes  No

54. If "Yes,"  Yes  No

55. has the plat been recorded?  Yes  No

56. do you have a certificate of survey in your possession?  Yes  No

57. If "Yes," who completed the survey? \_\_\_\_\_ When? \_\_\_\_\_

58. (8) Are there any property markers on the land?  Yes  No

59. If "Yes," give details: \_\_\_\_\_

60. \_\_\_\_\_

61. (9) Is the land located on a public or private road?  Public  Private  Public: no maintenance

62. (10) Are there any private or non-dedicated roadways that you are responsible for?  Yes  No

63. (11) Are there any rivers, lakes, ponds, creeks, streams or springs running through the land or along a boundary line?  Yes  No

64. (12) **Flood Insurance:** All properties in the state of Minnesota have been assigned a flood zone designation. Some flood zones may require flood insurance.

65. (a) Do you know which zone the property is located in?  Yes  No

66. If "Yes," which zone? \_\_\_\_\_

67. (b) Have you ever had a flood insurance policy?  Yes  No

68. If "Yes," is the policy in force?  Yes  No

69. If "Yes," what is the annual premium? \$ \_\_\_\_\_

70. If "Yes," who is the insurance carrier? \_\_\_\_\_

71. (c) Have you ever had a claim with a flood insurance carrier or FEMA?  Yes  No

72. If "Yes," please explain: \_\_\_\_\_

73. **NOTE:** Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the property. As a result, Buyer should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after Buyer completes their purchase.

74. (13) Is the land located in a drainage district, County or Judicial Drainage System?  Yes  No

75. (14) Is the land drain tiled?  Yes  No

76. (15) Is there a private drainage system on the land?  Yes  No

77. (16) Is the land located within a government designated disaster evacuation zone (e.g., nuclear facility, hazardous chemical facility, hazardous waste facility)?  Yes  No



DISCLOSURE STATEMENT:  
VACANT LAND

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

88. Property located at 36271 190th Ave Mcgregor MN 55760

89. (17) Are there encroachments?  Yes  No

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

91. \_\_\_\_\_  
92. \_\_\_\_\_

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

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

96. If "Yes," list all items: \_\_\_\_\_

97. \_\_\_\_\_  
98. \_\_\_\_\_  
99. \_\_\_\_\_

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

102. If "Yes," list all items: Some appliances thrown in SE 1/4

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

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

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

107. \_\_\_\_\_

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

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

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

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

112. \_\_\_\_\_  
113. \_\_\_\_\_

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

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

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

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

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

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

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

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

DISCLOSURE STATEMENT:  
VACANT LAND

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

138. Property located at 36271 190th Ave Hcgregor MN 55760
- 139. (g) Are there association requirements or restrictions?  Yes  No
  - 140. (h) Is there a right of first refusal to purchase?  Yes  No
  - 141. (i) Is the land within the boundaries of a Native American reservation?  Yes  No
  - 142. (j) Are there any Department of Natural Resources restrictions?  Yes  No
  - 143. (k) Is the land located in a watershed district?  Yes  No
  - 144. (l) Is the land enrolled in any Federal, State, or local governmental programs (e.g., CREP, CRP, EQIP, WRP, Conservation programs, riparian buffers, Sustainable Forest Incentive Act, etc.)?  Yes  No
  - 147. (m) Are there any USDA Wetland Determinations?  Yes  No
  - 148. (n) Are there any USDA Highly Erodible Land Determinations?  Yes  No
  - 149. (o) Are there any conservation practices installed (e.g., terracing, waterways, control structures)?  Yes  No
  - 151. (p) Are there any Federal or State listed species?  Plants  Animals  Yes  No
  - 152. (q) Are there any third parties which have an interest in the mineral rights?  Yes  No
  - 153. (r) Is there any forfeiture or transfer of rights (e.g., mineral, timber, development, etc.)?  Yes  No
  - 155. (s) Are there any historical registry restrictions?  Yes  No
  - 156. (t) If any of the questions in Section C(1) are answered "Yes," please provide written copies of these covenants, conditions, reservations or restrictions if in your possession: \_\_\_\_\_
  - 157. \_\_\_\_\_
  - 158. \_\_\_\_\_
  - 159. \_\_\_\_\_

- 160. (2) Have you ever received notice from any person or authority as to any breach of any of these covenants, conditions, reservations or restrictions?  Yes  No
- 161. If "Yes," please explain: \_\_\_\_\_
- 162. \_\_\_\_\_
- 163. \_\_\_\_\_
- 164. \_\_\_\_\_

- 165. (3) Is the land currently rented?  Yes  No
- 166. If "Yes," is there a written lease?  Yes  No
- 167. If "Yes," please provide a copy of the lease if in your possession or provide information:
- 168. Lease start date: \_\_\_\_\_
- 169. Lease end date: \_\_\_\_\_
- 170. Number of acres leased: \_\_\_\_\_
- 171. Price/acre: \_\_\_\_\_
- 172. Terms of lease: \_\_\_\_\_
- 173. Renter's name: \_\_\_\_\_ Phone number: \_\_\_\_\_
- 174. May the renter be contacted for information on the land?  Yes  No

- 175. (4) Is woodland leased for recreational purposes?  Yes  No
- 176. (5) Has a timber cruise been completed on woodland?  Yes  No



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VACANT LAND

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

179. Property located at 36271 190th Ave Mcgregor MN 55760

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

181. If "Yes," what species was harvested? \_\_\_\_\_

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

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

184. If "Yes," please explain: \_\_\_\_\_

185. \_\_\_\_\_

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

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

188. \_\_\_\_\_

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

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

191. When? \_\_\_\_\_ By whom? \_\_\_\_\_

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

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

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

195. (Check one.)

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

197. \_\_\_\_\_

198. (3) Private Well Disclosure: (A well disclosure and Certificate are required by MN Statute 1031.235.) (Check appropriate box.)

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

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

201. \_\_\_\_\_

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

203. If "Yes": \_\_\_\_\_

204. (1) How many properties or residences does the shared well serve? \_\_\_\_\_

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

206. If "Yes," what is the annual maintenance fee? \$ \_\_\_\_\_

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

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

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

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

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

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

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

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

215. (g) connection to telephone?  Yes  No

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

217. (i) connection to cable?  Yes  No

218. \_\_\_\_\_

219. \_\_\_\_\_

220. \_\_\_\_\_

221. \_\_\_\_\_



DISCLOSURE STATEMENT:  
VACANT LAND

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

224. Property located at 36271 190th Ave Mcgregor MN 55760

225. (5) Are any of the following existing at the boundary of the land:
- 226. (a) public water system access?  Yes  No
  - 227. (b) private water system access?  Yes  No
  - 228. (c) co-op water system access?  Yes  No
  - 229. (d) shared water system access?  Yes  No
  - 230. (e) electric service access?  Yes  No
  - 231. (f) pipeline (natural gas, petroleum, other) access?  Yes  No
  - 232. (g) communication, power or utility line access?  Yes  No
  - 233. (h) telephone access?  Yes  No
  - 234. (i) fiber optic access?  Yes  No
  - 235. (j) cable access?  Yes  No

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

237. (1) Are there any buried storage tanks or buried debris or waste on the land?  Yes  No
238. If "Yes," give details: \_\_\_\_\_
239. \_\_\_\_\_
240. (2) Are there any hazardous or toxic substances or wastes in, on, or affecting the land?  Yes  No
241. If "Yes," give details: \_\_\_\_\_
242. \_\_\_\_\_
243. (3) Have any soil tests been performed?  Yes  No
244. When? \_\_\_\_\_ By whom? \_\_\_\_\_
245. Attach copies of results if in your possession.
246. (4) Are there any soil problems?  Yes  No
247. If "Yes," give details: \_\_\_\_\_
248. \_\_\_\_\_
249. (5) Are there any dead or diseased trees?  Yes  No
250. If "Yes," give details: \_\_\_\_\_
251. (6) Are there any insect/animal/pest infestations?  Yes  No
252. If "Yes," give details: \_\_\_\_\_
253. \_\_\_\_\_
254. (7) Are there any animal burial pits?  Yes  No
255. If "Yes," give details: \_\_\_\_\_
256. (8) Are there any unused wells or other potential environmental hazards (e.g., fuel or
257. chemical storage tanks, contaminated soil or water) on the land?  Yes  No
258. If "Yes," give details: \_\_\_\_\_
259. \_\_\_\_\_
260. (9) Did the land at one time abut or was located in close proximity to a gas station, refuse
261. disposal site, toxic substance storage site, junk yard or other pollution situation?  Yes  No
262. If "Yes," give details: \_\_\_\_\_
263. \_\_\_\_\_

**DISCLOSURE STATEMENT:  
VACANT LAND**

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

266. Property located at 36271 190th Ave Mcgregor MN 55760

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

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

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

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

280. (13) Are there currently, or have previously been, any orders issued on the land by any  
 281. governmental authority ordering the remediation of a public health nuisance  
 282. on the land?  Yes  No  
 283. If "Yes," Seller certifies that all orders  HAVE  HAVE NOT been vacated.  
 (Check one)

284. (14) Other: \_\_\_\_\_  
 285. \_\_\_\_\_  
 286. \_\_\_\_\_

287. F. **PREFERENTIAL PROPERTY TAX TREATMENT:** Is the land subject to any preferential property tax status or any  
 288. other credits affecting the land (e.g., Disability, Green Acres, Rural Preserve,  
 289. Exclusive Ag Covenant)?  Yes  No  
 290. If "Yes," would these terminate upon the sale of the land?  Yes  No  
 291. Explain: \_\_\_\_\_

293. G. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
 294. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must  
 295. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.  
 296. Seller represents that Seller  IS  IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,  
 297. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall  
 298. survive the closing of any transaction involving the property described herein.

299. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the  
 300. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In  
 301. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.  
 302. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring  
 303. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal  
 304. Revenue Code.

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

DISCLOSURE STATEMENT:  
VACANT LAND

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

311. Property located at 36271 190th Ave Mcgregor MN 55760

312. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:

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

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

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

316. (See Disclosure Statement: Methamphetamine Production.)

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

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

324. To your knowledge, are you aware of any human remains, burials or cemeteries located  
325. on the land?

Yes  No

326. If "Yes," please explain: \_\_\_\_\_

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

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

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

338. Notices: Seller  HAS  HAS NOT received a notice regarding any proposed improvement project from any  
339. assessing authorities, the costs of which project may be assessed against the property. If "HAS," please attach  
340. and/or explain: \_\_\_\_\_

341. \_\_\_\_\_

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

344. If "Yes," explain: \_\_\_\_\_

345. \_\_\_\_\_

346. M. ADDITIONAL COMMENTS:

347. \_\_\_\_\_

348. \_\_\_\_\_

349. \_\_\_\_\_

350. \_\_\_\_\_

351. \_\_\_\_\_

352. \_\_\_\_\_

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

355. Property located at 36271 190th Ave

Mcgregor

MN

55760

356. N. MN STATUTES 513.52 THROUGH 513.60:

357. Exceptions

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

- 359. (1) real property that is not residential real property;
- 360. (2) a gratuitous transfer;
- 361. (3) a transfer pursuant to a court order;
- 362. (4) a transfer to a government or governmental agency;
- 363. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 364. (6) a transfer to heirs or devisees of a decedent;
- 365. (7) a transfer from a cotenant to one or more other co-tenants;
- 366. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
- 367. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
- 369. (10) a transfer of newly constructed residential property that has not been inhabited;
- 370. (11) an option to purchase a unit in a common interest community, until exercised;
- 371. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
- 372. (13) a transfer to a tenant who is in possession of the residential real property; or
- 373. (14) a transfer of special declarant rights under section 515B.3-104.

375. Waiver

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

379. No Duty to Disclose

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

DISCLOSURE STATEMENT:  
VACANT LAND

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

404. Property located at 36271 190th Ave Mcgregor MN 55760

405. O. SELLER'S STATEMENT:

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

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

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

419. Don Tilly 9-8-15 \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

420. P. BUYER'S ACKNOWLEDGEMENT:

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

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

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

427. Matt Patels \_\_\_\_\_  
(Buyer) (Date) (Buyer) (Date)

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

**ADDENDUM TO PURCHASE AGREEMENT:  
COUNTEROFFER**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2015 Minnesota Association of REALTORS®, Edina, MN

1. Date 08/17/2016

2. Page 1

3. Addendum to Purchase Agreement between parties, dated July 1st, 2016,  
4. pertaining to the purchase and sale of the Property located at 36271 190th Avenue,  
5. McGregor MN 55760.

6. *This Counteroffer does not include the terms or conditions in any previous Counteroffer(s).*

7. The Purchase Agreement is rejected and the following Counteroffer is hereby made. All terms and conditions remain  
8. the same, as stated in the Purchase Agreement, except the following:

9. *(Select appropriate changes from original offer.)*

10.  Sale price shall be \$ 65,000.00.

11.  Earnest money shall be a total of \$ \_\_\_\_\_.

12.  Cash of at least \_\_\_\_\_ percent (%) of the sale price, which includes the earnest money; PLUS;

13.  Financing, the total amount secured against the Property to fund the purchase, not to exceed \_\_\_\_\_  
14. percent (%) of the sale price.

15.  Closing date shall be September 30th, 2016.

16.  Seller agrees to complete all FHA/Lender required repairs, not to exceed \$ \_\_\_\_\_.

17.  Seller shall pay Buyer's closing costs, prepaids, insurance and \_\_\_\_\_  
18. not to exceed \$ \_\_\_\_\_.

19.  Other:

20. Buyer will pay \$809 (eight hundred and nine dollars) in Seller closing  
21. costs. Any additional fees or expenses needed to provide Buyer with  
22. marketable title will be responsibility of Seller.

23. Page 10 of purchase agreement, Addendum to Purchase Agreement, line 17  
24. shall read "on or before September 19, 2016."

25. Buyer will be responsible for removal of debris: appliances, barrels,  
26. tires, or any other discarded man made materials found on property.

27. Correction made on disclosure: That property is on a public road.

28. \_\_\_\_\_  
(Seller) (Date)

\_\_\_\_\_  
(Buyer) *Darcy Bjorn* 8/17/16  
(Date)

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

**ATTACH ONLY THE FINAL COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.**

30. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
31. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**