

No Delinquent Taxes and Transfer Entered
Certificate of Real Estate Value (K) filed
() not required
Cert of Real Estate Value No. 037580
Current Taxes Paid in Full () N/A (K)
Survey Required ()
January 7, 2013 (Date)
Russ Mygren
County Auditor-Treasurer



Doc. # 519358

OFFICE OF COUNTY RECORDER
MORRISON COUNTY, MINNESOTA

Fee: \$46.00

Pages: 9

Certified, filed and/or Recorded on: January 07, 2013 2:00 PM

Elda Mae (Bunny) Johnston

Well Certificate [] Received

Received from: LARSON ABSTRACT

Returned To: LARSON ABSTRACT

PO BOX 387

LITTLE FALLS, MN 56345

After recording, return to:

LARSON Abstract Co.

70 1st Ave SE

Little Falls, MN 56345

County of Morrison

State of Minnesota

DEED STAMP TAX... \$ 165.00

Date 1.7.13

No 27606

SPECIAL WARRANTY DEED

State Deed Tax \$165.00 Total Consideration \$50,000.00

KNOW ALL BY THESE PRESENTS:

THAT Minnesota Pipe Line Company, LLC, a Delaware limited liability company, ("Grantor"), with an address at 4111 East 37th Street North, Wichita, Kansas 67220, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto George J. Hohmann and Carol T. Hohmann, husband and wife, ("Grantee"), with an address at N/A all of its right title and interest in and to the real estate which is more particularly described on **Schedule 1** attached hereto and made a part hereof, together with all improvements thereon and all appurtenances thereunto belonging (the "**Property**") subject to, however, those matters described on **Schedule 2** attached hereto and made a part hereof and the following restrictive covenants:

A. The following Restrictive Covenant shall be imposed with respect to that portion of the Property (referred to herein as the "**North Property**") lying north of a line commencing at the southwest corner of the Southeast Quarter (SE1/4) of said Section 29; thence North 00 degrees 47 minutes 17 seconds East, assumed bearing along the north-south quarter section line of said Section 29 for 1677.34 feet to the point of beginning; thence South 89 degrees 12 minutes 43 seconds East for 956 feet, more or less to the westerly boundary of the Northern Pacific Railway Right of Way and there terminating; being depicted on **Schedule 3** (said line being referred to herein as the "**Covenant Dividing Line**");

To the fullest extent permitted by applicable law, Grantee, on its behalf and on behalf of its successors and assigns and all present and future owners and occupiers of and/or successors in title or interest to the North Property and any part thereof (collectively, "**Property Owners**"), agrees to the following: (i) to not allow the North Property to be used for residential purposes; it being the expressed intent of the Parties that the North Property will be used for industrial or other commercial uses only and that at no time will any persons be domiciled or otherwise reside on the North Property, (ii) to prevent the withdrawal of groundwater on, at, under or from the North Property for any private or public use including, but not limited to, recreational, potable, irrigation, commercial, industrial, residential and other possible uses; and (iii) to prevent the digging of any holes and excavations, deeper than eighteen (18) inches, of any soil

on, at, under or from the North Property. The term "residential purposes" shall include, but not be limited to, use for dwellings such as single family houses or multi-family dwellings and apartments, children's homes, elderly housing, nursing homes, residential portions of government-owned lands (local, state or federal), day care facilities, educational facilities, hospitals or other medical care facilities, churches and parks (local, state or federal). The above covenants shall apply to and bind each and every Property Owners, and their respective successors and assigns, and shall operate as a covenant running with the land and passing with title to the North Property and any part thereof.

B. The following Restrictive Covenant shall be imposed by the Special Warranty Deed with respect to that portion of the Property (referred to herein as the "**South Property**") lying south of the Covenant Dividing Line and north of a line described as follows: beginning at the northwest corner of that parcel identified as "Tract A" on said Attachment A; thence along a line bearing S 89 degrees 31'02" W to the point where said line intersects the west boundary line of the Property and being the True Place of Beginning; thence along a line bearing N 89 degrees 31'02" E to the northwest corner of said Tract A; thence along the north boundary line of said Tract A to the northeast corner thereof; thence along a line bearing N 89 degrees 31'02" E to the point where said line intersects the easterly boundary of the Property and the Point of Termination of the line described herein.

To the fullest extent permitted by applicable law, Grantee, on its behalf and on behalf of the Property Owners, agrees to prevent the withdrawal of groundwater on, at, under or from the South Property for any private or public use including, but not limited to, recreational, potable, irrigation, commercial, industrial, residential and other possible uses. The foregoing covenant shall apply to and bind each and every Property Owners, and their respective successors and assigns, and shall operate as a covenant running with the land and passing with title to the South Property and any part thereof.

C. The Restrictive Covenants set forth herein shall not act to waive, rescind or modify any other restrictions that may be in effect against the Premises, it being the intention that the Restrictions are to supplement and not replace, modify or amend any restrictions or other covenants pertaining to the use of the Property in effect as of the date hereof. Grantee may request in writing a waiver of said Restrictive Covenants but no waiver, rescission, amendment or other modification of thereof shall be effective unless made in a writing signed by an officer of Grantor. The waiver of or failure to enforce any of the restrictions or covenants contained herein shall in no event be deemed to be a waiver of the right to do so at any time thereafter.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES, REPRESENTATIONS, COVENANTS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, AS TO THE MERCHANTABILITY, QUANTITY, QUALITY, ENVIRONMENTAL CONDITION, OR PHYSICAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE AFFIRMS THAT IT: (I) HAS INVESTIGATED AND INSPECTED THE PROPERTY AND IS FAMILIAR AND SATISFIED WITH ITS ENVIRONMENTAL CONDITION AND PHYSICAL CONDITION, AND (II) HAS MADE ITS OWN DETERMINATION AS TO THE: (A) MERCHANTABILITY, QUANTITY, QUALITY, ENVIRONMENTAL CONDITION AND PHYSICAL CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE ON, AT, UNDER, OR

EMANATING FROM THE PROPERTY OF HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION, AND (B) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT ENVIRONMENTAL CONDITION AND PHYSICAL CONDITION ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS AND DEFECTS", INCLUDING ENVIRONMENTAL, BASIS, REGARDLESS OF HOW SUCH FAULTS AND DEFECTS WERE CAUSED OR CREATED (BY GRANTOR'S NEGLIGENCE, ACTIONS, OMISSIONS, OR FAULT, OR OTHERWISE), AND ACKNOWLEDGES THAT: (A) WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE, AND (B) GRANTOR SHALL NOT BE UNDER ANY OBLIGATION WHATSOEVER TO UNDERTAKE ANY IMPROVEMENT, REPAIR, MODIFICATION, ALTERATION, REMEDIATION, OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY OF THE PROPERTY.

GRANTOR IS HEREBY EXPRESSLY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS FROM ANY AND ALL RESPONSIBILITIES, LIABILITIES, OBLIGATIONS, AND CLAIMS, KNOWN AND UNKNOWN, WHETHER BASED UPON NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING UNDER ENVIRONMENTAL STATUTES, COMMON LAWS, OR ANY OTHER LEGAL REQUIREMENT, INCLUDING ANY OBLIGATIONS TO TAKE THE PROPERTY BACK AND ANY ACTIONS FOR CONTRIBUTION, INDEMNITY, OR TO IMPROVE, REPAIR, OR OTHERWISE MODIFY THE PHYSICAL CONDITION OR OPERATION OF THE PROPERTY, THAT GRANTEE OR ITS SUCCESSORS OR ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED, IN WHOLE OR IN PART, UPON THE PRESENCE OF HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION ON, AT, UNDER, OR EMANATING FROM THE PROPERTY OR ARISING FROM THE ENVIRONMENTAL CONDITION OR PHYSICAL CONDITION OF THE PROPERTY, REGARDLESS OF HOW CAUSED OR CREATED (BY GRANTOR'S NEGLIGENCE, ACTIONS, OMISSIONS, OR FAULT, PURSUANT TO ANY STATUTORY SCHEME OF STRICT LIABILITY, OR OTHERWISE). GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT IT FULLY UNDERSTANDS AND ACCEPTS THE SAME AS A CONDITION TO PROCEEDING WITH THIS TRANSACTION. GRANTEE ACKNOWLEDGES THAT NONE OF GRANTOR'S EMPLOYEES, AGENTS, OR REPRESENTATIVES HAS MADE ANY STATEMENTS OR REPRESENTATIONS CONTRARY TO THE PROVISIONS OF THIS SECTION.

GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF ANY TITLE OPINION, DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION, OR MATERIALS NOW, HERETOFORE, OR HEREAFTER FURNISHED OR MADE AVAILABLE TO GRANTEE IN CONNECTION WITH THE PROPERTY, INCLUDING ANY DESCRIPTION OF THE PROPERTY, THE PRICING ASSUMPTIONS, THE ENVIRONMENTAL CONDITION OR PHYSICAL CONDITION OF THE PROPERTY, ANY OTHER MATTERS CONTAINED IN THE DATA, OR ANY OTHER MATERIALS FURNISHED OR MADE AVAILABLE TO GRANTEE BY GRANTOR OR BY GRANTOR'S EMPLOYEES, AGENTS, OR REPRESENTATIVES. GRANTEE HAS RELIED, AND WILL RELY, SOLELY UPON ITS INDEPENDENT

Tax Statements can be mailed to the following address:

George J. Hohmann and Carol T. Hohmann
13901 113th Street
Little Falls, Mn 56345

This Instrument was Drafted By:

Koch Industries, Inc.
Office: (316) 828-7886
4111 E. 37th Street North
Wichita, Ks 67220

SCHEDULE 1

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Tract B

That part of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) and of the West Half of the Southeast Quarter (W1/2 SE1/4) and of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) all of Section 29, Township 40, Range 32, Morrison County, Minnesota, lying westerly of the Northern Pacific Railroad Right of Way.

Excepting therefrom that part of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of said Section 29 described as follows:

Beginning at the southwest corner of the Southeast Quarter (SE1/4) of Section 29 described as follows: thence on an assumed bearing of East along the south line of said SE1/4 a distance of 795 feet; thence North 547.9 feet; thence West 782.82 feet to the point of intersection with the north-south quarter section line of said Section 29; thence South 01 degrees 16 minutes 23 seconds West, along the last described line for 548.04 feet to the point of beginning. Being a parcel of 9.92 acres more or less.

AND ALSO EXCEPTING THEREFROM the following described Tract A:

Tract A

That part of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 29, Township 40, Range 32, Morrison County, Minnesota, described as follows:

Commencing at the south quarter corner of said Section 29; thence easterly along the south line of the Southeast Quarter (SE1/4) of Section 29 on an assumed bearing of North 89 degrees 31 minutes 02 seconds East for 795.00 feet to the southeast corner of a tract of land described in Document Numbers 412168 and 412785 as are on file and of record in the office of the Morrison County Recorder, said point also being the point of beginning for said Tract A described herein; thence North 00 degrees 28 minutes 38 seconds West, along the east line said tract of land described in Documents 41268 and 412785, and its northerly extension thereof for 590.00 feet; thence North 89 degrees 31 minutes 02 seconds East for 370 feet; thence South 00 degrees 28 minutes 38 seconds East for 590.00 to the point of intersection with said south line of the Southeast Quarter (SE1/4) of Section 29; thence South 89 degrees 31 minutes 02 seconds West along the last described south line for 370 feet to the point of beginning.

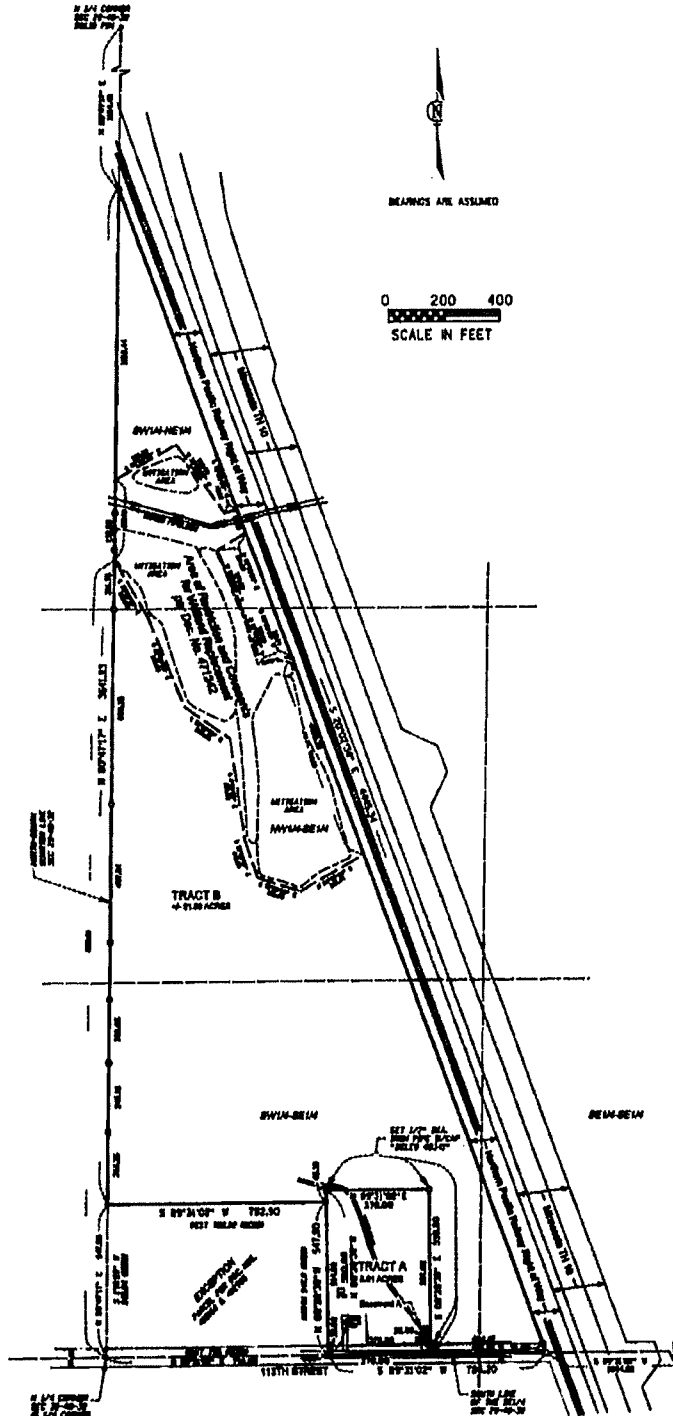
Tract B containing 61.1 acres more or less. Subject to right-of-way for roadway purposes across the southerly portion thereof, other easements of record if any, and restrictions and covenants per Document Number 471242, together with the following described Easement A:

Easement A

A perpetual easement for ingress and egress purposes over and across the 83.00 feet of the East 33.00 feet of the above described Tract A.

CERTIFICATE OF SURVEY

In Section 29, Twp. 40, Rng. 32
Morrison County, Minnesota



EXISTING LEGAL DESCRIPTIONS

ENTIRE TRACT (Plotted ID M0423500) As Purchased
That part of the SW1/4 of SW1/4 and SW1/4 of NE1/4 of Section 29, Township 40, Range 32, Morrison County, Minnesota, lying west of the Northern Pacific Railway Right of Way, and East of the NE1/4 of SW1/4 of Section 29, Township 40, Range 32, Morrison County, Minnesota, lying west of the Northern Pacific Railway Right of Way.

Less and except the following described parcel:

Beginning at the Southwest corner of the Southeast Quarter of Section 29, Township 40, Range 32, bearing East a distance of 780 feet; thence North 81 degrees 17 minutes 52 seconds West 644.94 feet to the point of beginning. A parcel of 0.33 acres more or less.

NEIGHBORHOOD/ADJACENT AREA PER DOCUMENT NUMBER 471842

That part of the Southeast Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 29, Township 40, Range 32, Morrison County, Minnesota, lying west of the Northern Pacific Railway Right of Way

Commencing at the south quarter corner of said Section 29, thence easterly along the north-south quarter line of said Section 29 on an assumed bearing of North 81 degrees 17 minutes 52 seconds East for 320.00 feet to the point of beginning; thence South 82 degrees 00 minutes 00 seconds East for 230.00 feet; thence South 22 degrees 50 minutes 00 seconds East for 760.00 feet; thence South 84 degrees 00 minutes 00 seconds East for 300.00 feet; thence South 10 degrees 00 minutes 00 seconds East for 148.00 feet; thence South 72 degrees 00 minutes 00 seconds East for 460.00 feet; thence North 83 degrees 00 minutes 00 seconds East for 284.74 feet to the point of intersection with the westerly line of said Northern Pacific Railway Right of Way; thence North 20 degrees 02 minutes 34 seconds West along the west line of said Northern Pacific Railway Right of Way for 780.00 feet; thence North 80 degrees 00 minutes 00 seconds West for 104.00 feet; thence North 23 degrees 00 minutes 00 seconds West to the point of intersection with the westerly line of said Northern Pacific Railway Right of Way; thence North 20 degrees 02 minutes 34 seconds West along the westerly line of said Northern Pacific Railway Right of Way for 148.00 feet; thence North 73 degrees 00 minutes 00 seconds West for 48.20 feet; thence North 20 degrees 00 minutes 00 seconds West for 200.00 feet; thence South 89 degrees 00 minutes 00 seconds West for 285.00 feet to the point of intersection with the north-south quarter line of Section 29; thence South 83 degrees 17 minutes 17 seconds West along the north-south quarter line for 285.00 feet to the point of beginning. EXCEPT THEREFROM the land described in the First Supplemental and Document Number 104448 as to the SW1/4 of said Section 29 of the County of Morrison and the Northern Pacific, Minnesota, and recorded in the Agricultural Patent Agreement and Release dated June 25, 1968 as identified in Tract No. M0-577

PROPOSED LEGAL DESCRIPTIONS

TRACT A
That part of the Southeast Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 29, Township 40, Range 32, Morrison County, Minnesota, described as follows:

Commencing at the south quarter corner of said Section 29, thence easterly along the south line of the Southeast Quarter (SE1/4) of said Section 29 on an assumed bearing of North 81 degrees 17 minutes 52 seconds East for 780.00 feet to the southeast corner of a tract of land described in Document Number 412100 and 412700 as one on the west line of said Section 29 of the Morrison County, Minnesota, said parcel also being the point of beginning for said Tract A; thence North 81 degrees 17 minutes 52 seconds West for 644.94 feet to the point of intersection with the westerly line of said Northern Pacific Railway Right of Way; thence North 20 degrees 02 minutes 34 seconds West along the westerly line of said Northern Pacific Railway Right of Way for 780.00 feet to the point of intersection with the north-south quarter line of the Southeast Quarter (SE1/4) of Section 29; thence South 83 degrees 17 minutes 17 seconds West along the north-south quarter line for 285.00 feet to the point of beginning. EXCEPT THEREFROM the land described in the First Supplemental and Document Number 104448 as to the SW1/4 of said Section 29 of the County of Morrison and the Northern Pacific, Minnesota, and recorded in the Agricultural Patent Agreement and Release dated June 25, 1968 as identified in Tract No. M0-577

STATEMENT A
A proposed statement for ingress and egress purposes over and across the south 03.00 feet of the East 33.90 feet of the above described Tract A.

TRACT B
That part of the Southeast Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 29, Township 40, Range 32, Morrison County, Minnesota, described as follows:

Beginning at the southwest corner of the Southeast Quarter (SE1/4) of said Section 29, thence on an assumed bearing of East along the south line of said SE1/4 a distance of 710 feet; thence North 81 degrees 17 minutes 52 seconds West 644.94 feet to the point of intersection with the north-south quarter line of said Section 29; thence South 81 degrees 17 minutes 52 seconds West, along the east line of said Section 29, for 644.94 feet to the point of beginning. Being a parcel of 0.33 acres more or less.

AND ALSO EXCEPTIONS THEREFROM the following described Tract A.
Tract A
That part of the Southeast Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 29, Township 40, Range 32, Morrison County, Minnesota, described as follows:

Commencing at the south quarter corner of said Section 29, thence easterly along the south line of the Southeast Quarter (SE1/4) of said Section 29 on an assumed bearing of North 81 degrees 17 minutes 52 seconds East for 780.00 feet to the southeast corner of a tract of land described in Document Number 412100 and 412700 as one on the west line of said Section 29 of the Morrison County, Minnesota, said parcel also being the point of beginning for said Tract A; thence North 81 degrees 17 minutes 52 seconds West for 644.94 feet to the point of intersection with the westerly line of said Northern Pacific Railway Right of Way; thence North 20 degrees 02 minutes 34 seconds West along the westerly line of said Northern Pacific Railway Right of Way for 780.00 feet to the point of intersection with the north-south quarter line of the Southeast Quarter (SE1/4) of Section 29; thence South 83 degrees 17 minutes 17 seconds West along the north-south quarter line for 285.00 feet to the point of beginning.

Tract B containing 01.1 acres more or less. Subject to right-of-way for roadway purposes across the southerly portion thereof, other easements of record if any and restrictions and encumbrances per Document Number 471842

TOGETHER WITH the following described Statement A.
STATEMENT A
A proposed statement for ingress and egress purposes over and across the south 03.00 feet of the East 33.90 feet of the above described Tract A.

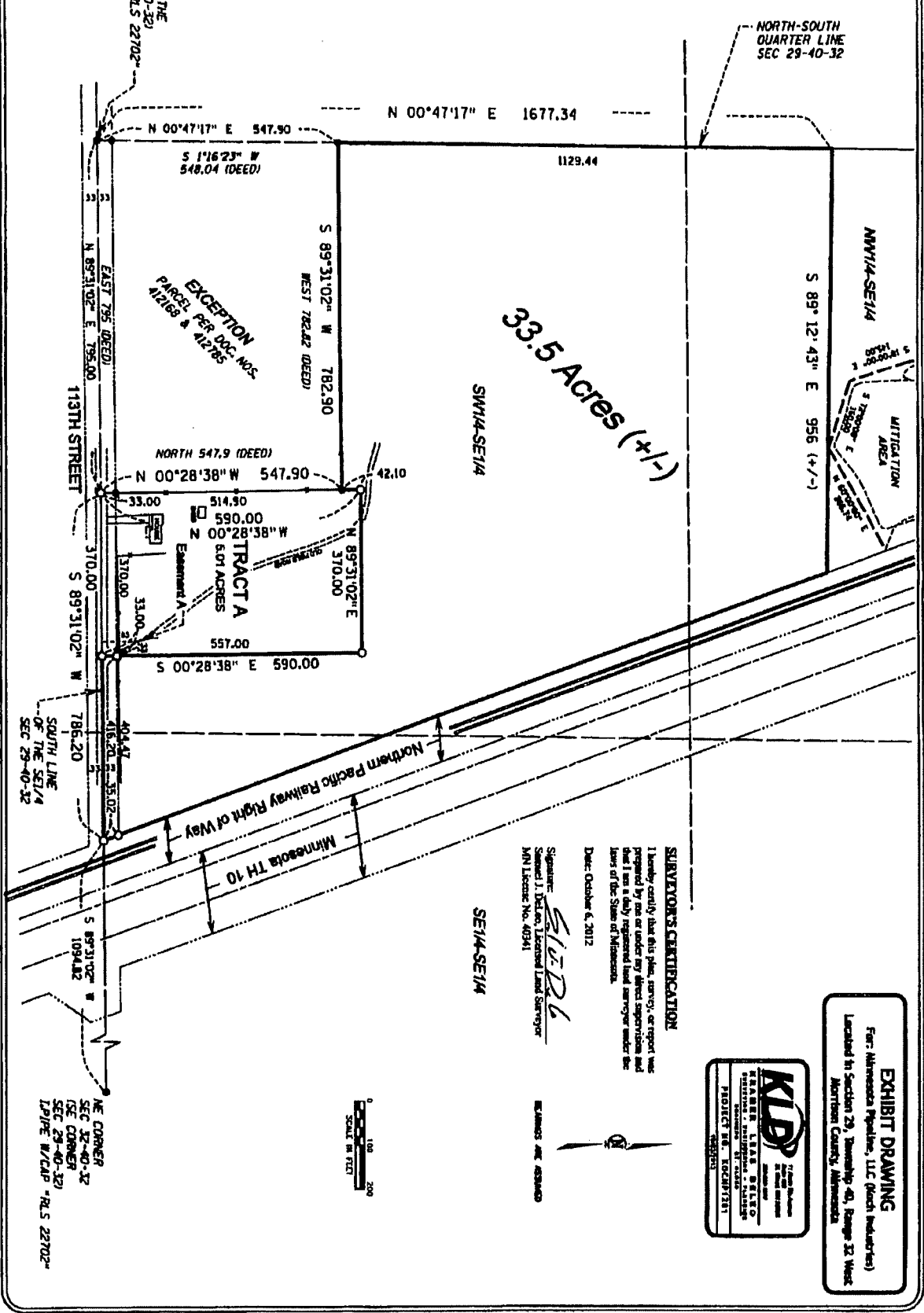
- DENOTES: FOUND IRON PIPE WITH CAP STAMPED "RAMER 23444" FROM SURVEY BY JAMES RAMER DATED 7/27/2006 UNLESS OTHERWISE NOTED ON THIS SURVEY
- DENOTES: FOUND MAGNETIC "M" NAIL
- DENOTES: FOUND IRON NAILMENT DURING OLD SURVEY IN JULY OF 2006 AND VERIFIED DURING THIS SURVEY

No.	Date	REVISION	Survey by
1	07/27/2006	INITIAL SURVEY	JAMES RAMER
2	07/27/2006	REVISION	JAMES RAMER
3	07/27/2006	REVISION	JAMES RAMER
4	07/27/2006	REVISION	JAMES RAMER

Survey for Minnesota Pipeline, LLC (Koch Industries)

PROJECT NO. KOCH1001

Schedule 3
Page 1 of 1



Permitted Exceptions to Title to the Property

(i) Non-delinquent real estate and ad valorem taxes and special assessments; (ii) easements, rights-of-way, mineral reservations, licenses and existing encumbrances, conditions, covenants, restrictions, reservations, and exceptions of record; (iii) zoning ordinances, building codes, laws and regulations by municipal or other governmental authority applicable to and enforceable against the Property; and (iv) any other condition which might be disclosed by a current inspection or an accurate survey of the Property.