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excepted part

WARRANTY DEED

Form No. 7

OFFICIAL PUBLIC RECORDS CO., ST. PAUL, MINN.

Corporation to Individual

Minnesota Uniform Conveyancing Blanks

339546

This Indenture, Made this 30th day of October, 1900, between M. Boyd Hanson and Betty Hanson, husband and wife, and Mississippi National Golf Links, Inc.

a corporation under the laws of the State of Minnesota, party of the first part, and

City of Red Wing

of the County of Goodhue and State of Minnesota part of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of One Dollar and other good and valuable consideration DOLLARS, to it in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey unto the said part of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Goodhue and State of Minnesota, described as follows, to-wit:

That part of the Southeast Quarter of Section 33, Township 113 North, Range 14 West, Goodhue County, Minnesota, described as follows:

Beginning at the northeast corner of said Southeast Quarter of Section 33; thence on an assumed bearing of West, along the north line of said Southeast Quarter of Section 33, a distance of 332.20 feet; thence South 37 degrees 33 minutes 25 seconds West, a distance of 315.00 feet; thence South 73 degrees 36 minutes 23 seconds East, a distance of 540.23 feet to the east line of the Southeast Quarter of said Section 33; thence North 00 degrees 50 minutes 48 seconds East, along said east line, a distance of 402.23 feet to the point of beginning.

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said part of the second part, its successors and assigns, Forever. And the said M. Boyd Hanson and Betty Hanson, husband and wife and Mississippi National Golf Links, Inc. part, of the first part, for itself and its successors, does covenant with the said part of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said part of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its President and its corporate seal to be hereunto affixed the day and year first above written.



Mississippi National Golf Links

By Wendell Pittinger Its President

M. Boyd Hanson M. Boyd Hanson

Betty Hanson Betty Hanson

In Presence of

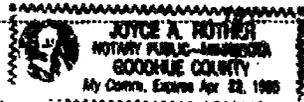
State of Minnesota,

County of Goodhue

On this 30th day of October, 1990, before me, a notary public, Mendell Pittenger, to me personally known, who being sworn by me duly sworn, he did say that they are respectively the President and XXX of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Mendell Pittenger acknowledged said instrument to be the free act and deed of said corporation.

THIS INSTRUMENT WAS DRAFTED BY HOLST, VOGEL, ERDMANN & VOGEL (Name) Masonic Building, P.O. Box 39 Red Wing, MN 55066 (Address)

Joyce A. Kother Notary Public, Goodhue County, Minn. My commission expires



Taxes for the year 1990 Paid this 3rd Day of Dec, 1990

Jacob County Treasurer Deputy Treasurer

STATE OF MINNESOTA COUNTY OF GOODHUE

On this 7th day of November, 1990, before me a notary public within and for said County, personally appeared M. Boyd Hanson and Betty Hanson, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Catherine G. Johnson Notary Public, Goodhue County, Minnesota



Tax Statements To:

City of Red Wing City Hall Red Wing, MN 55066

State Deed Tax:

\$9.90

I hereby certify that this newly subdivided lot(s) or parcel(s) meet the legal requirements of the City of Red Wing Subdivision Ordinance number 100 and amendments thereto.

B. C. Will, City Clerk-Treasurer Date 11/27/90

12-3-1990 No. 66553- Deed Tax hereon of 9.90 Dollars Paid by Jacob Goodhue County Treasurer By J. Kother Deputy

ALL ESTATE VALUES HAVE BEEN MET BY ADDOR DEPUTY #7399

Minn. Deed Tax \$9.90 Pd.

Pd. \$10.00

Doc. No. 339548

WARRANTY DEED

Corporation to Individual

TO

County Recorder Office of Goodhue STATE OF MINNESOTA

County of Goodhue

I hereby certify that the within Deed was filed in this office for record on

December 3, 1990, at 8:00 o'clock A.M. and was duly recorded in books of Goodhue

OR

was duly recorded as instrument No.

County Recorder Deputy

No delinquent taxes and transfer entered.

Dated Dec 3, 1990

Catherine G. Johnson County Auditor Deputy

GRAND PUBLISHING CO., NEW ULSTER, N.Y.

Catherine G. Johnson, Red Wing

55-630-030
0131

3

With Exception

This Indenture, Made this 27th day of November, 1992,

between MISSISSIPPI NATIONAL GOLF LINKS, INC.
a corporation under the laws of the State of Minnesota, party of the first part, and

CITY OF RED WING
of the County of Goodhue and State of Minnesota
part Y of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of One Dollar and other good and valuable consideration-----DOLLARS, to it in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey unto the said part Y of the second part, its heirs and assigns, Forever, all the tract or parcel of land lying and being in the County of Goodhue and State of Minnesota, described as follows, to-wit:

That part of the Southeast Quarter of Section 33, Township 113 North, Range 14 West, Goodhue County, Minnesota, described as follows:

Beginning at the northeast corner of said Southeast Quarter of Section 33; thence on an assumed bearing of West, along the north line of said Southeast Quarter of Section 33, a distance of 332.20 feet; thence South 37 degrees 33 minutes 25 seconds West, a distance of 315.00 feet; thence South 49 degrees 57 minutes 41 seconds East, a distance of 671.53 feet to the east line of said Southeast Quarter of Section 33; thence North 00 degrees 50 minutes 48 seconds East, along the east line of the Southeast Quarter of said Section 33, a distance of 681.79 feet to the point of beginning. Containing 5.03 acres, more or less.

EXCEPTING THEREFROM:

That part of the Southeast Quarter of Section 33, Township 113 North, Range 14 West, Goodhue County, Minnesota, described as follows:

Beginning at the northeast corner of said Southeast Quarter of Section 33; thence on an assumed bearing of West, along the north line of said Southeast Quarter of Section 33, a distance of 332.20 feet; thence South 37 degrees 33 minutes 25 seconds West, a distance of 315.00 feet; thence South 73 degrees 36 minutes 23 seconds East, a distance of 540.23 feet to the east line of the Southeast Quarter of said Section 33; thence North 00 degrees 50 minutes 48 seconds East, along said east line, a distance of 402.23 feet to the point of beginning.

The total consideration for the transfer of this property is less than \$500.

DEED TAX: \$1.65

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said part Y of the second part, its heirs and assigns, Forever. And the said Mississippi National Golf Links, Inc.

party of the first part, for itself and its successors, does covenant with the said part Y of the second part, its heirs and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said part Y of the second part, its heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its President and its and its corporate seal to be hereunto affixed the day and year first above written.



MISSISSIPPI NATIONAL GOLF LINKS, INC.

By Wendell E. Pittenger
Its President

In Presence of

Its _____

State of Minnesota, } ss.

County of Goodhue

On this 27th day of November, 19 92, before me,

a Notary Public Wendell E. Pittenger within and for said County, personally appeared

to me personally known, who, being ~~XXXX~~ by me duly sworn. ~~XXXX~~ he is ~~XXXX~~ ~~XXXX~~ the ~~XXXX~~ President ~~XXXX~~ of the corporation named

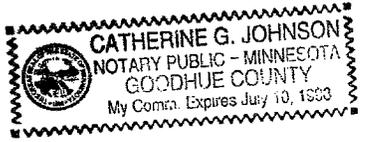
in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Wendell E. Pittenger

~~XXXX~~ acknowledged said instrument to be the free act and deed of said corporation.

[Handwritten Signature]

Notary Public County, Minn.

My commission expires, 19...



DRAFTED BY:

HOLST, VOGEL, ERDMANN & VOGEL
Box 39, Masonic Bldg.
Red Wing, MN 55066
(612) 388-2833

Tax Statements Should be Sent to:

City of Red Wing
City Hall
Red Wing, MN 55066

12-24 1992 No. 14067
Dead Tax hereon of Dollars Paid
1.65
By *J. C. Cole* Deputy
County Auditor
Goodhue County Auditor
By *J. Bohrer* Deputy

358843

Doc. No. _____

WARRANTY DEED

Corporation to Individual

TO

Office of ~~Recorder of Deeds~~ ^{County Recorder}
 STATE OF MINNESOTA,
 County of Goodhue

I hereby certify that the within Deed was
 filed in this office for record on the 24th
 day of December, 1992,
 at 8:00 o'clock A. M., and was duly
 recorded in Book _____ of Deeds, page _____

Craig A. Anderson
 County Recorder ~~Recorder of Deeds~~
 By [Signature] Deputy.

Taxes for the year 19____ on the lands
 described within, paid this _____ day of
 _____, 19____

County Treasurer.
 By _____ Deputy

Taxes paid and Transfer entered this
24 day of Dec, 1992

J. P. Cole
 County Auditor.
 By [Signature] Deputy.

DEWALD PUBLISHING CO., NEW ULM, MINN.

Catherine G. Johnsson Red Wing

FILED FOR RECORD THIS 24th day of December, 1992, at 8:00 A.M.

REPRESENTATION STATEMENT

WHEREAS, the CITY OF RED WING (hereinafter the "BUYER") is accepting property pursuant to deed, attached hereto as Exhibit A, from MISSISSIPPI NATIONAL GOLF LINKS, INC(hereinafter the "SELLER"); and

WHEREAS, the BUYER has requested certain representations and warranties;

NOW, THEREFORE, as an additional inducement to the BUYER to accept the property from the SELLER, the SELLER represents and warrants, to the best of its actual knowledge, information and belief, to the BUYER as follows:

a) No Hazardous Substance is located on, in, about, or under the Property, except NONE;

b) Any permits or licenses necessary or required to store, use or manufacture any Hazardous Substance within or on the Property have been obtained, are being complied with, and are in full force and effect;

c) Neither SELLER, nor SELLER'S Affiliates have ever used the Property for the storage, manufacture, disposal, handling, transportation or use of any Hazardous Substance, nor has the Property ever been used for the storage, manufacture, disposal, handling, transportation or use of any Hazardous Substance;

d) There is no, nor has there ever been any, investigation, administrative proceeding, litigation, regulatory hearing or other action proposed, threatened or pending, alleging noncompliance with or the violation of any Environmental Law or relating to any required environmental permits;

e) SELLER has disclosed to BUYER all reports and investigations commissioned by SELLER or within SELLER'S control relating to Hazardous Substances and the property;

f) There are not now, and were not at any time during which SELLER'S Affiliates had any interest in the Property, nor have there ever been, any above-ground or underground storage tanks located in, on or under the Property, except NONE;

g) All underground storage tanks located under the Property have been properly registered with all appropriate regulatory and governmental bodies and are otherwise in compliance with applicable federal, state and local statutes, regulations, ordinances and other regulatory requirements.

For purposes of the foregoing representations and warranties:

a) The term "Environmental Law" shall mean and refer to the Comprehensive Environmental Response and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601 et seq.; the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq.; the Clean Water Act, 33 U.S.C. §1321 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Minnesota Environmental Response and Liability Act ("MERLA"), Minn. Stat. Ch. 115B and the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat. Ch. 115C; all as the same may be from time to time amended, and any other federal state, county, municipal, local or other statute, law, ordinance or regulation which relates to or deals with human health or the environment, including, without limitation, all regulations promulgated by a regulatory body pursuant to any such statute, law or ordinance;

b) The term "Hazardous Substance" shall mean and refer to asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products, and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant in, or the release or disposal of which is regulated by, any Environmental Law.

c) The term "SELLER'S Affiliates" shall mean and refer to any (a) spouse, ancestor, descendant or sibling of SELLER; (b) any corporation in which SELLER is or was an officer, director, or shareholder; (c) any partnership in which SELLER is or was a partner; and (d) any trust which is or was for the benefit of SELLER or any spouse, ancestor, descendant or sibling of SELLER.

For a period of One (1) year from the date of this document, SELLER shall indemnify BUYER, its successors and assigns, against, and shall hold BUYER, its successors and assigns, harmless from, any and all losses, liabilities, claims, fines, penalties, forfeitures, damages, administrative orders, consent agreements and orders, and the costs and expenses incident thereto, including, without limitation, reasonable attorneys' fees, consultants' fees and laboratory fees, which may at any time be imposed upon, incurred by or awarded against BUYER as a result of or in connection with the breach of any of the above representations and warranties, whether such breach is discovered before or after closing. Each of the above representations and warranties shall survive the closing.¹ Consummation of this Agreement by BUYER with knowledge of any such breach by SELLER shall not constitute a waiver or release by BUYER of any claims arising out of or in connection with such breach.

¹ subject to the exception that all representations and warranties contained herein shall expire one (1) year after the date of this document.

